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To inspire each student to extraordinary achievement every day

June 12, 2025

VIA OVERNIGHT DELIVERY AND EMAIL (without exhibits)

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

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RE: Notice of Violation Pursuant to Education Code Section 47607
Highlands Community Charter School

Dear HCCTS Board of Directors and Mr. McGuire:

With this letter, the Twin Rivers Unified School District ("District") Board of Trustees ("Board"), the authorizer for Highlands Community Charter School ("HCCS" or "Charter School"), is providing this Notice of Violation and a reasonable opportunity to remedy the violations stated herein, pursuant to Education Code section 47607 and Title 5, sections 11965 et. seq. of the California Code of Regulations.

In accordance with Title 5, section 11968.5.2(a) and (b), of the California Code of Regulations ("Section 11968.5.2"), the District provides this Notice of Violation to the Charter School's governing body at least seventy-two (72) hours prior to the District's **June 17, 2025**, Board Meeting during which the District's Board of Trustees will consider whether to issue this Notice in accordance with applicable law. In conformity with Section 11968.5.2(a), the Charter School is hereby provided with notice of the following proposed action by the Board:

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

PLEASE TAKE NOTICE that at or about **6:00 p.m.** on **June 17, 2025**, the Twin Rivers Unified School District Board of Trustees will hold a board meeting at the District Office, 5115 Dudley Blvd., McClelland Park, California, and consider whether to issue this Notice of Violation under Education Code Section 47607, based upon HCCS' material violations of the conditions, standards, or procedures of its Charter; failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement; and violations of law.

All relevant documents related to the proposed action to issue the Notice of Violation are attached as Exhibits. HCCS is in material violation of the conditions, standards, and procedures set forth in its Charter, has failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and is in violation of the law as further described below.

I. BACKGROUND

The Board initially approved the petition for the establishment of HCCS in 2014 for a term running through June 30, 2019. On or about March 5, 2019, the Board conditionally approved the petition to renew HCCS' Charter for a five-year term from July 1, 2019, through June 30, 2024 ("Charter").[1] HCCS is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

The District and the Charter School also entered into a Memorandum of Understanding ("MOU") on or about May 19, 2019, to document the arrangement and agreement between the parties regarding HCCS' program, operation, structure, and obligations. Subsequent amendments to the MOU approved by the Board extended its term through June 30, 2027. On or about January 23, 2024, the District and HCCS subsequently agreed to Amendment No. 3 of the MOU ("MOU Amendment No. 3") which, among other things, confirmed the District's authorization of specified locations HCCS had established for charter school operations and made other clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

MOU Amendment No. 3 provides in part:

> "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education

[1] Pursuant to Education Code section 47607.4 (enacted by SB 114), "all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years, and all charter schools whose term expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year." Therefore, HCCS' Charter was automatically extended by three additional years by operation of law and currently expires June 30, 2027.

> Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation." [2] (Emphasis added.)

As the charter authorizer, the District is responsible for overseeing HCCS pursuant to the Education Code. This oversight responsibility is in place to ensure HCCS is operating in compliance with the conditions, standards, or procedures set forth in its Charter, meeting legal requirements of law, meeting and/or pursuing the pupil outcomes identified in its charter, and engaging in sound fiscal practices. (Ed. Code, § 47607(f).) Specifically, Education Code section 47607(f) provides the following:

> A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:
>
> (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
> (2) Failed to meet or pursue any of the pupil outcomes identified in the charter.
> (3) Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.
> (4) Violated any law.

This Notice of Violation ("Notice") sets forth:

(1) The Charter School's alleged specific material violations of a condition, standard, or procedure set out in the Charter School's Charter pursuant to Education Code section 47607(f)(1); the Charter School's alleged fiscal mismanagement or specific failure to follow generally accepted accounting principles pursuant to Education Code section 47607(f)(3); and the specific provisions of law that the Charter School allegedly failed to follow pursuant to Education Code section 47607(f)(4), in conformity with Title 5, section 11965(f) of the California Code of Regulations;

(2) All evidence relied upon by the chartering authority in determining the Charter School engaged in any of the acts or omissions identified in Section 47607(f)(1) including the date and duration of the alleged violation(s), showing the violations is/are both material and uncured, and that the alleged violations occurred within a reasonable period of time before a notice of violation is issued; and

(3) The period of time that the chartering authority has concluded is a reasonable period of time for the Charter School to remedy or refute the identified violations. In identifying the time period that will serve as the charter school's reasonable opportunity to remedy the identified violations, the District has considered the amount of time reasonably necessary to remedy each identified violation.

(Title 5, Cal. Code Regs, § 11965(f)(1)-(3).)

---

[2] "Charter School" as used in the MOU Amendment No. 3 collectively refers to Highlands Community Charter and Technical Schools and Highlands Community Charter School.

Accordingly, the District hereby places HCCS on notice that should it fail to submit to the District a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the Charter School specific to each alleged violation, on or before **September 26, 2025**, the Board may proceed with the process for revoking HCCS' Charter.

II. VIOLATIONS OF THE CHARTER

HCCS has committed the following material violations of the conditions, standards, or procedures set forth in the Charter and the MOU:

A. Grade Level Changes

Education Code section 47604(a)(4) provides in part: "After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels."

HCCS' Charter only authorizes the Charter School to provide instruction to students in grades 1, 2, and 12. However, HCCS has operated and received state apportionment for students enrolled in grades 9 and 10 without submitting a material revision request, in violation of its Charter and Education Code § 47604(a)(4).

By correspondence dated August 28, 2024, HCCTS sent a letter to the District stating that HCCS had added grade 9 and 10 through a non-material revision to its Charter based on the approval of District staff on October 29, 2020. The District sent an inquiry to HCCTS on September 30, 2025, requesting evidence to support HCCTS' statement that the District has approved the change in grades through non-material revision. The District reviewed the documentation provided by HCCTS and with correspondence dated February 3, 2025, the District informed the Charter School that it failed to notify the District before changing the approved grade levels. *(See Exhibits A and B.)*

B. Location Changes

On or about January 23, 2024, the District and HCCTS agreed to the MOU Amendment No. 3 which included a list of approved locations for HCCS' charter school operations. The MOU Amendment No. 3 includes the express requirement for HCCS to submit a written request to the District if the "Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers…" HCCS' enrollment reports submitted beginning with July 2024 through March 2025 reflect students enrolled at locations that are not reflected in the current MOU Amendment No. 3.

In addition, on October 3, 2024, October 17, 2024, and November 7, 2024, the HCCTS Board of Directors approved multiple locations for HCCS operations which are not included in the list of approved locations identified in MOU Amendment No. 3. The District has sent multiple communications regarding HCCTS' addition of locations without submitting a material revision request. In a Notice of Concern and Request for Information dated April 23, 2025, the District outlined specific steps that must be taken to address discrepancies and comply with MOU Amendment No. 3. To date, no material revision request has been submitted for these locations

and HCCS continues to operate at these locations in violation of the MOU Amendment No. 3 and Education Code section 47605(a)(4). *(See Exhibits A, C, and H.)*

Additionally, HCCTS has failed to provide fully executed copies of lease agreements as requested in the District's April 23, 2025, Notice of Concern/Request for Information. As the chartering authority, the District is entitled to information and documentation regarding the Charter School's operations (Ed. Code, § 47604.3). The failure to timely provide such information interferes with the District's oversight obligations

III. VIOLATIONS OF LAW

HCCS has committed the following violations of law:

A. Failure to Submit Annual Independent Audit Report

Education Code section 47064.33(a) requires that all charter schools file certain periodic financial reports, including annual audits. Likewise, section 47064.33(b) recognizes the importance for the charting authority to rely on these and any other financial reports in carrying out its oversight duties and "monitoring the fiscal condition of [a] charter school." (Ed. Code, § 47064.33(b).) Additionally, Education Code section 47605(m) requires charter schools to, "...transmit a copy of its annual, independent financial audit report for the preceding fiscal year...to its chartering authority...by December 15 of each year." HCCTS requested an extension to the December 15, 2024, deadline for submitting its 2023-24 audit report. The District granted an extension until January 15, 2025, but HCCTS failed to meet this deadline.

On March 19, 2025, the District sent a Request for Information requiring HCCTS to submit the annual independent financial audit report no later than March 31, 2025. When HCCTS failed to comply, the District sent a Notice of Concern to HCCTS dated April 7, 2025 and outlined a requirement for HCCTS to submit the annual report by April 18, 2025. A subsequent Notice of Concern was sent to HCCTS on April 24, 2025 requiring HCCTS to submit the report by May 5, 2025. To date HCCTS' audit report has not been submitted to the District. *(See Exhibit D and H.)*

HCCS is in violation of Education Code sections 47604.33 and 47605, and its own Charter, for failing to complete and submit its 2023-24 annual independent audit report to the District. HCCS' failure to provide its annual audit report for 2023-24, hinders the District's ability to properly carry out its duties as charter authorizer to oversee the Charter School's operations and monitor its fiscal condition.

B. Credential Misassignments

Education Code section 47605(l) provides in part: "Teachers in charter schools shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority."

HCCS has provided instruction to its students using teachers who do not hold the appropriate credential as required by the Education Code. In correspondence dated March 17, 2025, HCCTS represented that Nancy Mora, Credentials Technician from San Diego County Office of

Education ("SDCOE"), provided them with a recommendation that the Adult Education Credentials would be the appropriate credential for HCCTS teachers of record in a general education K-12 assignment. The District inquired with the California Commission on Teacher Credentialing ("CTC") and in correspondence dated March 11, 2025, received clarification confirming that the SDCOE's interpretation was incorrect: "While the credential was not designed only for providing instruction in an adult setting like the Designated Subjects Adult Education teaching credential, both the Multiple Subject and Single Subject teaching credentials authorize teaching in classes for adults in the respective classroom settings…" HCCTS failed to seek guidance from the CTC regarding credential requirements, but instead relied on faulty information from the Ms. Mora resulting in disallowed ADA. *(Exhibit E.)*

C. Failure to Track Minimum Instructional Minutes

Education Code 47612.5(e)(1) states: "For purposes of calculating average daily attendance for classroom-based instruction apportionments, at least 80 percent of the instructional time offered by the charter school shall be at the schoolsite, and the charter school shall require the attendance of all pupils for whom a classroom-based apportionment is claimed at the schoolsite for at least 80 percent of the minimum instructional time required…"

HCCS' average class sizes have far exceeded classroom capacity with averages as high as 227 students. As a result, and as observed by District representatives during site visits and noted as part of the 2024-25 Attendance Audit conducted by CFE Consultant Dennis Snelling, HCCS students were observed arriving and leaving continuously without intending to stay for instruction. It was also observed that students were routinely sent home with packets or instructed to attend only part of the instructional day due to limited classroom capacity. The District believes that these practices resulted in students receiving significantly less than 80% in-person instruction and demonstrates that the HCCS did not require attendance of all pupils. The District authorized 2024-25 Attendance Audit also noted that attendance records were discarded, thereby removing any documented evidence of student attendance, which is necessary to verify the accuracy of enrollment reported for ADA. The above demonstrates HCCS' violation of the law. *(See Exhibit E.)*

D. Violation of WIOA Exclusive Partnership Agreement

During its 2024–25 oversight review, the District discovered that HCCTS had allowed individuals who were not enrolled students to participate in its Career Technical Education (CTE) Truck Driving program. This practice violates the legal requirement that instruction be provided exclusively in partnership with Workforce Innovation and Opportunity Act (WIOA) programs. According to HCCTS, this practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through the 2024–25 school year. The issue was previously raised during the 2018 FCMAT audit of HCCS. In a letter dated June 22, 2018, HCCTS asserted that Education Code sections 47612.1(a) and 47605.1 requires a charter school "provide instruction exclusively in partnership with WIOA," but does not require the charter school to "operate exclusively in partnership with" WIOA. While the District agrees with the interpretation of law as outlined by HCCTS in its letter dated June 22, 2018, the practice of providing instruction to non-students as part of HCCTS' partnership

with the Volunteers of America, Local 185 Union, Sacramento County Sheriff's Office, and the Sacramento Police Department, violates this agreement. *(See Exhibit E and H.)*

IV. FISCAL MISMANAGEMENT

HCCS has failed to meet generally accepted accounting principles, and/or engaged in fiscal mismanagement as follows:

A. San Diego Administrative Location

As approved by the HCCTS Board of Directors on or about August 4, 2022, HCCTS secured a site at 406 9th Avenue, Suite 310, San Diego, CA 92101 ("San Diego site"). HCCTS represents that the San Diego site is used for administrative purposes despite having no students in or near the area. However, public records show the location is marketed as luxury office condominiums, with Suite 310 (HCCTS' suite) advertised as having a "dedicated balcony with unparalleled view of Petco Park" and being the highest priced suite among the listed units for this address at the purchase price amount of $725,000.

This costly expenditure of a public funds on an administrative condominium located nowhere near HCCS student locations constitutes fiscal mismanagement of public funds. *(See Exhibit F and H.)*

B. Marysville 2 Location

The "Marysville 2" site at 1431 C Street, Marysville, CA ("Marysville 2"), was identified by HCCTS in both Exhibit B of the approved MOU Amendment No. 3 and a December 29, 2023, site list as a location for HCCS Career Technical Education (CTE) programs. However, during a site visit on March 4, 2024, the District's representative confirmed the site is not an instructional facility but a baseball field and no students were enrolled at the site. Further investigation by the District revealed HCCTS donated $25,000 for upgrades to the field, including $12,500 to sponsor the Marysville Drakes, a privately operated professional baseball team. This use of public funds for a private sports team raises serious concerns about misuse of educational resources.

The District issued a Notice of Concern and request for information on Mach 14, 2024 regarding the baseball field. HCCTS replied on April 5, 2024 stating that the donation was a "sponsorship" and that HCCTS received benefits which were intended to "attract new students". The District issued additional Notices of Concern/Requests for information on June 17, 2024, August 15, 2024, October 1, 2024, and February 19, 2025. HCCTS responded to these communications on July 23, 2024, September 25, 2024, January 14, 2025, and March 21, 2025. HCCTS' January 14, 2025 letters included a copy of a termination agreement between HCCTS and the City of Marysville.

Per a termination agreement HCCTS and the City of Marysville terminated the lease effective November 30, 2024. However, the termination agreement obligates HCCTS to continue paying $33,639.80 in lease payments annually through April 30, 2026. Additionally, HCCTS sold publicly funded equipment (valued at $52,494.34) to the City of Marysville for $1.00 as outlined in the November 30 termination agreement. While HCCTS potentially has the option per the

termination agreement to have the equipment returned if HCCTS leases the Marysville 2 property in the future, the option is subject to agreement by the City. The ongoing lease payments, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use constitutes fiscal mismanagement. *(See Exhibit G.)*

V. CONCLUSION AND REMEDY PERIOD

Please be advised that the District views HCCS' material violations of the conditions, standards, or procedures of its Charter, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law as grounds to issue this Notice of Violation and the District may pursue further steps towards revocation of the Charter if these violations are not remedied.

Section 11968.5.2(c) describes a charter school governing body's obligation once a Notice of Violation is received:

> Upon receipt of a Notice of Violation, the charter school's governing body, as described in the school's charter, if it chooses to respond, shall take the following actions:
>
> (1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation; the written response shall be due by the end of the remedy period identified in the Notice of Violation; and
>
> (2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

The District provides HCCTS with a reasonable remedy period of up to and including **September 26, 2025**, to provide the written response described above.

While the District appreciates and acknowledges HCCTS' responsiveness to various requests for information and notices of concern in other areas over the past twelve months, HCCTS has either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS.

As a result and since the District views HCCS' material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law as grounds for revocation, the District has determined that the point has been reached where it is necessary to initiate the first step in the formal revocation process contained in the Education Code, which is the issuance of a Notice of Violation per Education Code section 47607(g) and Title 5, Cal. Code of Regulations, section 11968.5.2.

Sincerely,

Steve Martinez, Ed. D
Superintendent

cc: Dave Gordan, Sacramento County Superintendent of Schools (dgordon@scoe.net)

Enclosures: Exhibits A-H

Exhibit A

HCCS Charter Petition

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Petition for the Renewal of Highlands Community Charter School

Respectfully Submitted to the
Twin Rivers Unified School District
Board of Trustees

January 14th, 2019

For the Charter term of July 1st, 2019–June 30th, 2024

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694942.1

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Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(d)(1).)

- Not charge tuition. (Ed. Code § 47605(d)(1).)

- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(d)(1).)

- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(d)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(d)(2), admission to HCCS shall not be determined according to the place of residence of the student within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(d)(2)(C). (Ed. Code § 47605(d)(2)(A)-(C).)

- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(d)(3).)

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)

- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(c)(2).)

- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)

- Ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. (Ed. Code § 47605(l).)

- At all times maintain all necessary and appropriate insurance coverage.

- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a).)

- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)

- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)

- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized as the Every Student Succeeds Act ("ESSA").

- Comply with the Public Records Act.

- Comply with the Family Educational Rights and Privacy Act.

- Comply with the Ralph M. Brown Act.

- Meet or exceed the legally required minimum number of school days. (Title 5 California Code of Regulations § 11960.)

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.

_____ _____

Murdock Smith, for HCCS
1333 Grand Ave.
Sacramento, CA 95838
(916) 844-2283

January 14th, 2019

Element 1: The Educational Program

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

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

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

General Information

1.1: General Information Table

GENERAL INFORMATION	
● The contact person for Charter School is:	Murdock Smith
● The contact address for Charter School is:	1333 Grand Ave. Sacramento, CA 95838
● The contact phone number for Charter School is:	916-844-2283
● The address or ZIP Code of the target community to be served by Charter School is:	95838
● This location is in TRUSD Board District:	Yes
● This location is in TRUSD Local District:	Yes
● County-District-School Code	34-76505-0130757
● The grade configuration of Charter School is:	1, 2, 12
● The number of students in the current year is:	1530
● The grade level(s) of the students in the first year are:	1, 2, 12
● Charter School's scheduled first day of instruction in 2019-2020 is:	July 8, 2019
● The enrollment capacity is:	2150
● The type of instructional calendar is:	Multi-track, year-round calendar
● The number of instructional minutes is:	Grades 1 and 2: 50,400 Grade 12: 64,800
● The current bell schedule for Charter School is:	Grades 1 and 2: M, T, W, F: 8:25–12:25/Th: 8:25–11:40 or M, T, W, F:1:00–5:00/Th: 12:10–2:00 or M-F: 5:00–9:00 Grade 12: M, T, W, F: 8:00–3:15/Th: 8:00–2:00
● The term of this Charter shall be from:	July 1, 2019 to June 30, 2024

Community Need for Charter School

Dropouts in the United States

In the United States, a student drops out of high school every nine seconds (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). That is 7,000 students who drop out of high school every single day. Annually that totals 1.3 million students who fail to graduate (Alliance for Excellent Education, 2011, p. 1). This is especially true of minority students and those who are socioeconomically disadvantaged (Balfanz & Legters, 2004). Non-graduates are far more likely than graduates to be unemployed, to rely on government assistance, or to resort to criminal behavior (Alliance for Excellent Education, 2011). Public high schools in the United States have an 80% graduation rate (Hefling, 2014). However, in large urban school districts that cater to large numbers of children from socioeconomically disadvantaged backgrounds, the graduation rate decreases significantly to 50% (Guryan & Ludwig, n.d.). This has a huge impact on the national, state, and local economy for several reasons, among them, lost tax revenue, higher unemployment rates, dependence on government assistance programs, the community cost of crimes committed, and the cost to incarcerate criminals. By providing access to education and training to students 22 years of age or older, we believe that we will not only improve the lives of our students and their families but also improve the community and the economy. By creating taxpayers, reducing the number of people receiving government assistance, and reducing the number of crimes and criminals, we are improving our community.

Who Is Dropping Out?

A dropout is defined as a student who is between 16-24 years old who is not enrolled in high school and has not earned a high school diploma or an equivalency. According to a study conducted by the National Center for Education Statistics (NCES), when broken down by race and socioeconomic status, minority students and socioeconomically disadvantaged students are dropping out of school at a much higher rate than non-minority students and socioeconomically advantaged students. American Indian students have a dropout rate of 46%; Hispanic and African American students have a dropout rate of 43%; and Asian students have a drop out rate of 17% (Alliance for Excellent Education, 2011, p. 3). Data shows that there is a strong relationship between poverty and high school dropout rates. A study conducted in 2009 showed students from low-income families were five times more likely to drop out of high school than students from high-income families (American Psychological Association, 2012, p. 1). Another study done by the NCES in 2014 concluded that only 2.6% of students who dropped out of high school were from high-income families and 5.4% of students who dropped out of high school were from medium-income families. Of the Hispanic and African American students in the United States, approximately half of them are served by high schools in predominantly low-income neighborhoods where dropout rates fluctuate between 40% and 50% (Balfanz & Legters, 2004). According to the California Department of Education in the 2013-14 school year 56,756 students dropped out of high school in Sacramento and 52,249 dropped out the following school year. Of those who dropped out in the 2013-14 school year, 20.8% were English language learners, 20.3% were black, 18.8% were Native Americans, and 14.4% were socioeconomically disadvantaged.

Dropouts and Lost Tax Revenue

When a student drops out of high school, there is a huge financial impact at the local, state, and national level. Dropout rates lead to lost tax revenues. According to the *New York Post*, every year high school dropouts cost our nation approximately $1.8 billion in lost tax revenue ("High school dropouts cost $1.8 billion every year," 2013). A study on lost tax revenue conducted by Northwestern University found that the estimated cost per high school dropout is $305,000 in potential economic gain through tax revenues to the local, state, and federal governments (Fogg, Harrington, & Khatiwada, 2008, p. vii). If only 50% of the students who dropped out in California's largest metropolitan areas were recovered, it is predicted that the economic benefits to California would be huge. The dropout recovery would invest approximately

$247 million more per year into our local economy. Home sales would increase by 2.92 billion dollars. In California alone, it would increase our state and local tax revenues by $129 million every year (Carter, 2011). As a result, the California Legislature is working to address issues surrounding dropout rates such as providing schools with adequate resources to increase dropout recovery and reduce dropout rates.

Dropouts and Wages

High school graduates and college graduates make significantly more money on average than non-graduates. In 2009, college graduates made an average of $46,930 per year while the average annual wage for a high school graduate was $27,380. The same year, the average annual wage for a high school dropout was $19,540 (Alliance for Excellent Education, 2011, p. 1). Dropouts are three times more likely than college graduates to be unemployed. According to the Georgetown Center on Education and Workforce, 65% of jobs in 2020 will require some form of education.

Dropouts and Crime

High school dropouts are significantly more likely to be convicted of a crime and to be incarcerated than high school and college graduates. A study in 2007 showed that male dropouts aged 16 to 24 were more than six times as likely to be incarcerated than high school graduates. The same study showed that male dropouts were 63 times more likely to be incarcerated than males with a bachelor's degree (American Psychological Association, 2012). In the United States, an overwhelming number of men in our prison system are high school dropouts. According to the Bureau of Justice Statistics, approximately 68% of inmates do not have a high school diploma (Wolf Harlow, 2003), and more than 40% of inmates have less than a high school education. According to the Alliance for Excellent Education, Americans could save 18.5 billion dollars annually in prison systems simply by reducing high school dropout rates by 5% for men age 20-60 (Dianda, 2008).

Dropouts and Public Assistance

Dropouts are also more likely to receive government assistance than high school and college graduates (American Psychological Association, 2012, p. 6). Given the lower wage earning potential and the higher unemployment rates, many high school dropouts have inadequate income to live on their own or support a family (Sum, Khatiwada, & McLaughlin, 2009, p. 13). Due to these income inadequacies, high school dropouts are more likely to be on public assistance or federal assistance for needy families. "If all single mothers obtained at least a high school education, the annual cost savings would be $3.8 billion" (Dianda, 2008, p. 4).

Immigrants in California

According to the Public Policy Institute of California (PPIC), there are approximately 10 million immigrants in California, which is about one quarter of our state's total population. We have more immigrants in California than in any other state in the nation. According to the US Census, half of all children in California have at least one immigrant parent. Of those immigrants, almost 80% of them are working age adults, and approximately 34% of them do not have a high school diploma. Although immigrants are just as likely to work as Americans, they tend to make 24% less money. It is imperative that these immigrants have the opportunity to access education, learn English, complete their high school diploma, and attend vocational and college training. Research shows that many foreign-born immigrants and minorities have lower high school graduation rates. According to the California Department of Education's Fall 2017 of Ed Facts there were 1,271,150 English language learners in the California public school system., which is 20.4% of the total enrollment in California and 2,637,412 speak a language other than English at home. Below is a graph that shows immigrants living in California and the United States by year from 1870-2016.

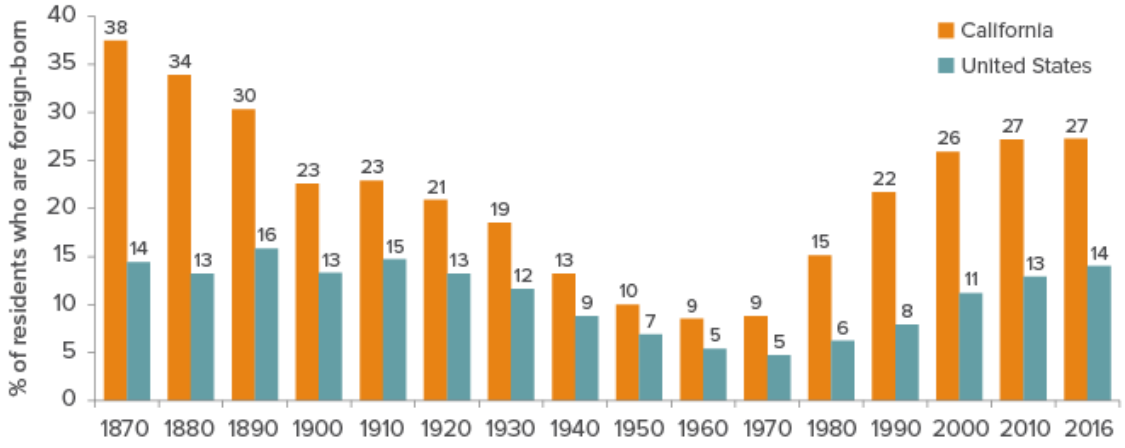

(Source: US Census Bureau, Decennial Censuses, and the American Community Survey)

Sacramento and the Twin Rivers Unified School District

In 2002, the Civil Rights Project at Harvard University labeled Sacramento the most diverse city in the United States. According to the 2010 US Census, the Sacramento metropolitan area had 2.7 million people; 45% are white, 27% are Hispanic or Latino, 18% are Asian, 15% are black, 7% identified as two or more races, and the remaining are Pacific Islander and Native American (National Center for Education Statistics, 2014). Demographers expect the minority population to continue to grow in Sacramento and it is estimated that by 2050 Sacramento will grow by 54%. It is estimated that in Sacramento 62% of the population speaks English while 38% are English learners. In Sacramento, our minority populations are more likely to experience poverty than the white population. In Sacramento only 14% of the white population is socioeconomically disadvantaged, compared to 28% of the black population, 27% of the Hispanic population, 26% of the Native population, and 23% of people who identified as two or more races, which are all living in poverty. Approximately 63% of people living in Sacramento are participating in the workforce with employment at 56% and unemployment at 10.5%. Minority groups have higher rates of unemployment with 17% unemployment for our black population, 15% for people who identified as two or more races, and 14% for Native Americans. Level of education is directly related to employment with a positive linear relationship. For people living in Sacramento without a high school education, only 56% of them are employed compared to 70% of high school graduates, 78% with some college, and 87% for those with a bachelor's degree or higher. Within the Twin Rivers Unified School District, 31.7% of students drop out between ninth and twelfth grade with nearly 500 more students who stay enrolled through twelfth grade but do not graduate. According to the 2010 Census, almost 20% of adults living in the Twin Rivers Unified School District do not have a high school diploma or equivalent (Public Policy Institute of California, 2012).

Highlands Community Charter School

Highlands Community Charter Schools offers a quality program of instruction that serves students from a wide range of age, ethnic, cultural and language backgrounds, specifically targeting high school dropouts, parents, immigrants, veterans, former foster youth and ex-offenders. Highlands provides the appropriate primary and secondary career technical education to help students from these groups to succeed. As our mission states, we are "serving the unserved."

At HCCS we understand the community we serve, and we provide that community with educational tools and opportunities. In California, we have a growing immigrant and refugee population. In order for immigrants and English learners to successfully enter the workforce, they need to improve their English.

We have an astounding percentage of adults in our community who have been unable to complete a high school diploma or equivalency. At HCCS we love our community, and we believe that by educating adults, we will see economic growth, civic engagement, a reduction in crime, and a reduced number of our community members relying on government assistance. We foresee that we will continue to grow throughout Sacramento and California in order to meet the growing needs of adults in our state and in our community.

1.2: HCCS Term Performance and Meeting the Needs of the Community

Enrollment

At HCCS our enrollment has grown each year since our doors opened. In the 2015–2016 school year, enrollment was 449; in the 2016–2017 school year, enrollment more than doubled to 1,095; and in the 2017–2018 school year, our enrollment grew again to 1,856 students. In the 2017–2018 school year, the student community experienced a shift in our demographics with a large influx of refugees from Afghanistan. Due to this, the previous primary student language of Spanish was replaced by Farsi/Dari. Many of these refugees were not able to access education in their home countries, and their literacy level at entry was very low. In response to this need, we opened sites in their communities and hired paraeducators who are fluent in Farsi, Dari, and Pashto. HCCS responded to this community need by partnering with community-based organizations that provide refugee assistance like International Rescue Committee, World Relief, Opening Doors and Lao Family Community Development, Inc. Our high school program has also experienced steady growth each year. Even with a very strong labor market, students still continue to enroll into the program and graduate.

Below is a graph that shows our annual enrollment for the 2015–16, 2016–17, and 2017–18 school years for both English Language Development ("ELD") and the High School Completion Program:

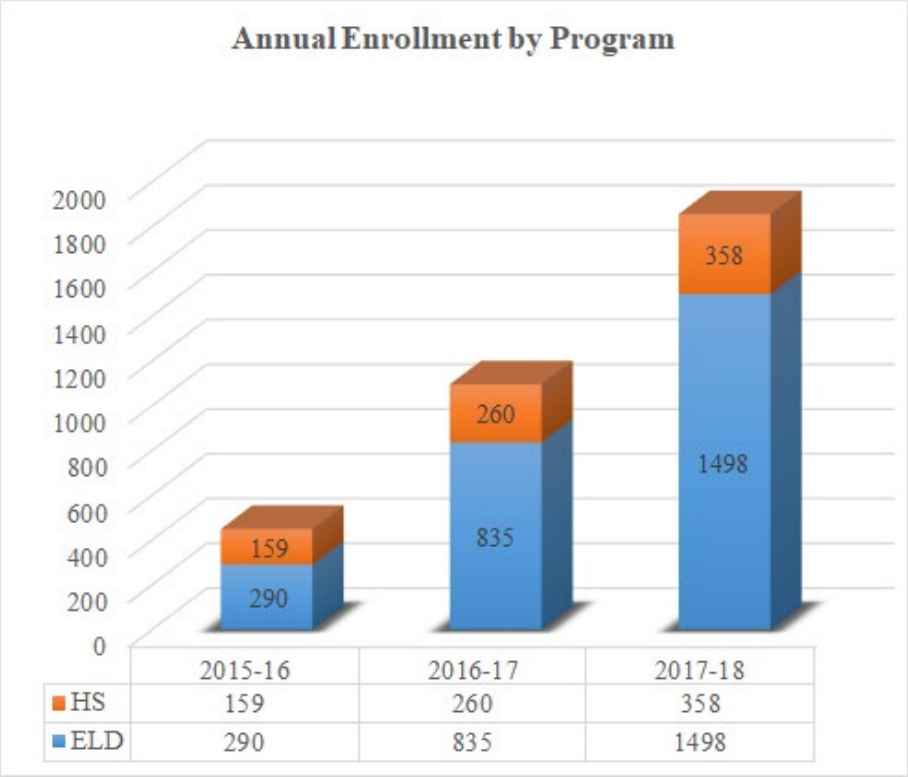

This shows that the high school program doubled in size in two years from 159 students in the 2015–16 school year to 358 students in the 2017–18 school year. At the same time, the ELD program grew from 290 students in the 2015–16 school year to 1,498 students in the 2017–18 school year.

Enrollment in CTE

Current CTE programs at HCCS are unique in that some of these programs are offered through our school, and some are extended to students by way of partnerships. At HCCS we have Truck Driving, Early Childhood Education, and Entrepreneurship as part of our internal CTE programs. Our external CTE programs are with Cosmo Beauty Academy and Asher College. Cosmetology and Manicuring are both located at Cosmo Beauty Academy. We also partner with Asher College to extend three programs: A+ Information Technology ("IT"), Medical Office Administration, and Office Administration which includes Microsoft Office certifications. Enrollment numbers in each of these programs can be seen below over the past three years.

Highlands Community Charter School CTE Program Enrollment

CTE Enrollment				
Program	**15–16**	**16–17**	**17–18**	**Grand Total**
Business	22	30	14	66
Career	159	253	277	689
Early Childhood Education	41	88	88	217
Computer A+ Tech	88	9	13	110
Cosmo Beauty Academy	3	18	25	46
Microsoft Office	41	81	69	191
Truck	140	75	55	270
Grand Total	494	586	649	1729

Assessment

At HCCS we place a high value on student assessment. We use assessments to understand student needs and levels. HCCS also uses assessment to ensure student understanding. The assessment process varies between ELD and high school, but all programs require various assessments during enrollment and throughout the classes/programs. At HCCS our assessment process begins during enrollment and orientation. All new high school students are given a Comprehensive Adult Student Assessment System ("CASAS") reading and math test during their new student orientation. ELD students are also CASAS tested as part of the enrollment process, but ELD students are tested in reading, math, and listening. ELD students are also given an internally normed speaking test and a writing test by a teacher before beginning classes. These assessments are used to place students in the appropriate classes. These CASAS tests, both in ELD and in high school, are the Life Skills Series provided by CASAS. It is imperative that the content of our lessons is meaningful to the students' lives and relevant to our students' goals.

Below is a bar graph that demonstrates CASAS Reading placement assessments for new high school and ELD students for the three previous school years as well as this year:

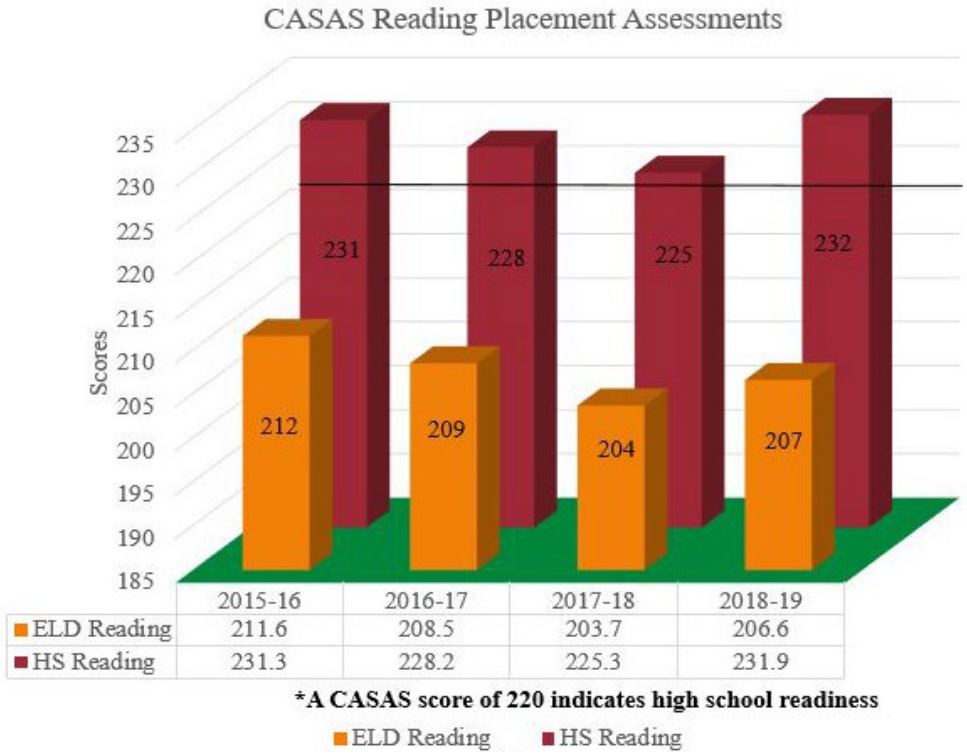

For high school students, CASAS assessments are very important. High school teachers and counselors use the CASAS Reading score to determine if students need to be placed in a remedial reading class called Reading Skills or if the student needs to work with a Reading Specialist. The score is also used to determine if high school students have reading scores required to enter any of Highlands Community Charter School's Career Technical Education ("CTE") programs. Our high school students averaged an entry CASAS reading score of 231 for the 2015–16 school year, 228 for the 2016–17 school year, and 225 for the 2017–18 school year.

In the ELD program, reading scores (as well as other test scores) are used to place students into the appropriate class level. Our ELD students scored lower on average than the high school students with an average entry CASAS Reading score of 211 for the 2015–16 school year, 208 for the 2016–17 school year, and 203 for the 2017–18 academic year. This average score is largely impacted by the increased number of refugee students HCCS continues to serve. Of the 1,856 students enrolled, 646 are from Afghanistan, Syria, and Iraq. Many of those students enroll into our ELD program with very low rates of English literacy and some without literacy in their first language. These CASAS Reading assessments allow us to identify pre-literacy, non-literacy, and literacy ELD students who need additional support. They also help us to identify the higher level ELD students who are good candidates for the high school/CTE program.

While high school students are not required to take the CASAS Listening assessment, ELD students are. Below is a bar graph that shows the average CASAS listening scores for ELD students over the past three years and what has been gathered for the 2018–19 year so far.

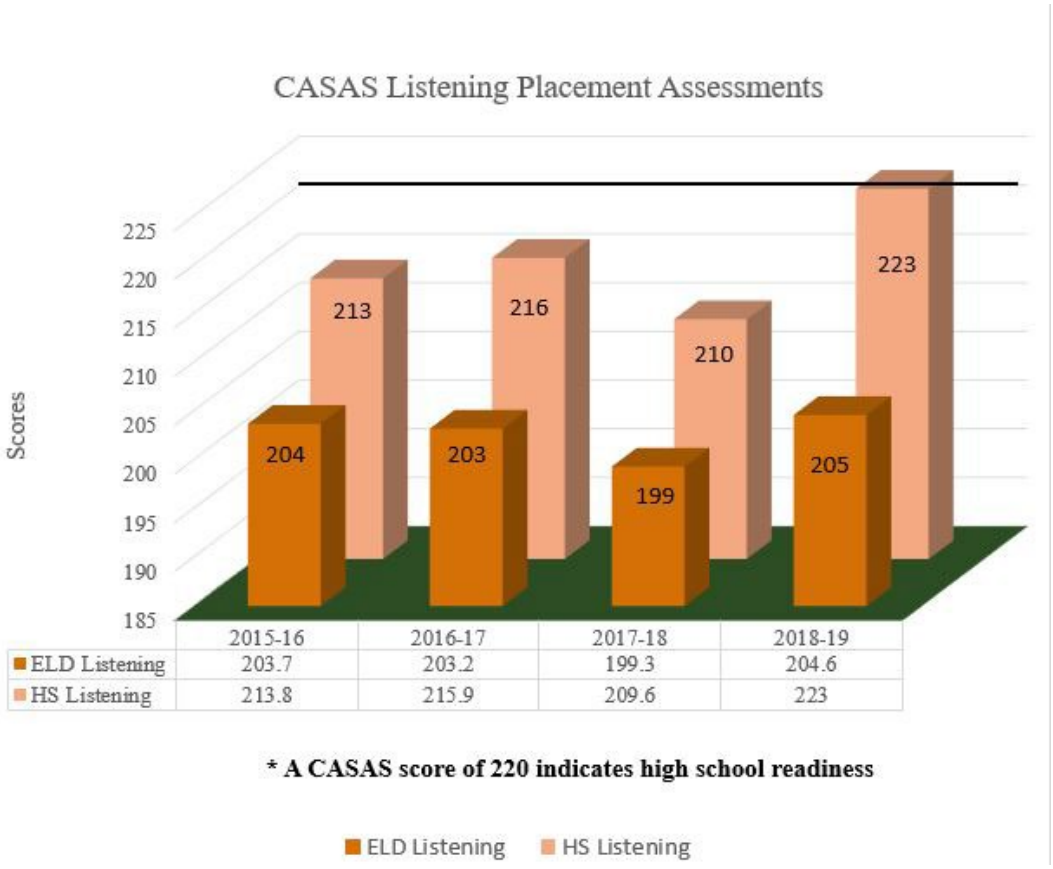

On the CASAS Listening assessment, ELD students had an average score of 203 in the 2015–16 school year, 203 in the 2016–17 school year, 199 for the 2017–18 school year, and 204 for the 2018–19 academic year so far.

CASAS Math assessments have always been administered to all incoming high school students during the enrollment process, but we have recently made an increased effort to make sure both ELD and high school students are completing the initial CASAS Math placement exam. The assessments are used in conjunction with students' transcripts to determine their level and to place them in the appropriate classes.

Below are the average incoming CASAS Math assessment scores for high school and ELD students by year:

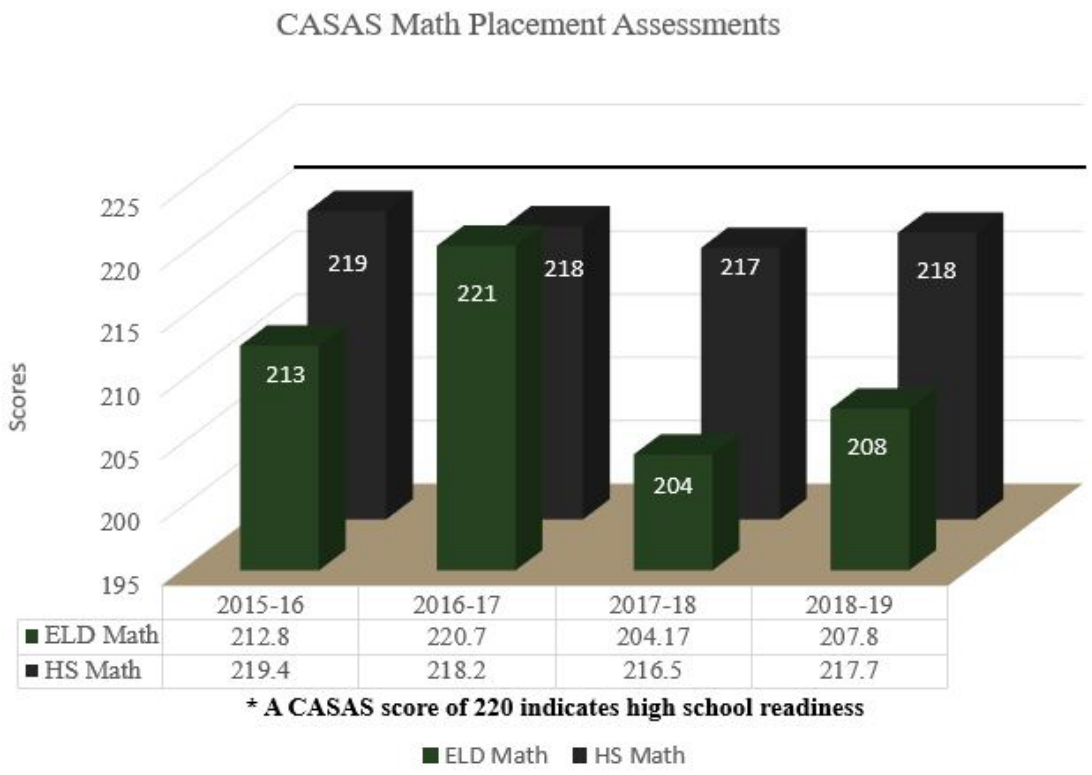

Overall, high school students tend to score higher on CASAS Math assessments, but in the 2016–17 school year, ELD students scored slightly higher with an average first score of 220. During the same school year, the high school students averaged 218. Overall, high school students averaged a CASAS Math pre-test of 218, while ELD students averaged 211.

At HCCS we use CASAS in two primary ways: to assess incoming students for placement and to measure academic progress. Our goal is to have students complete a level between assessments. A complete level is approximately 10 points. If a student came to HCCS and scored 180, they would need 10 points to make it to the next level at 190. However, if a student scored 188, that student would only need a two point gain in order to reach the next level. Below is a graph that depicts our average CASAS gains by year.

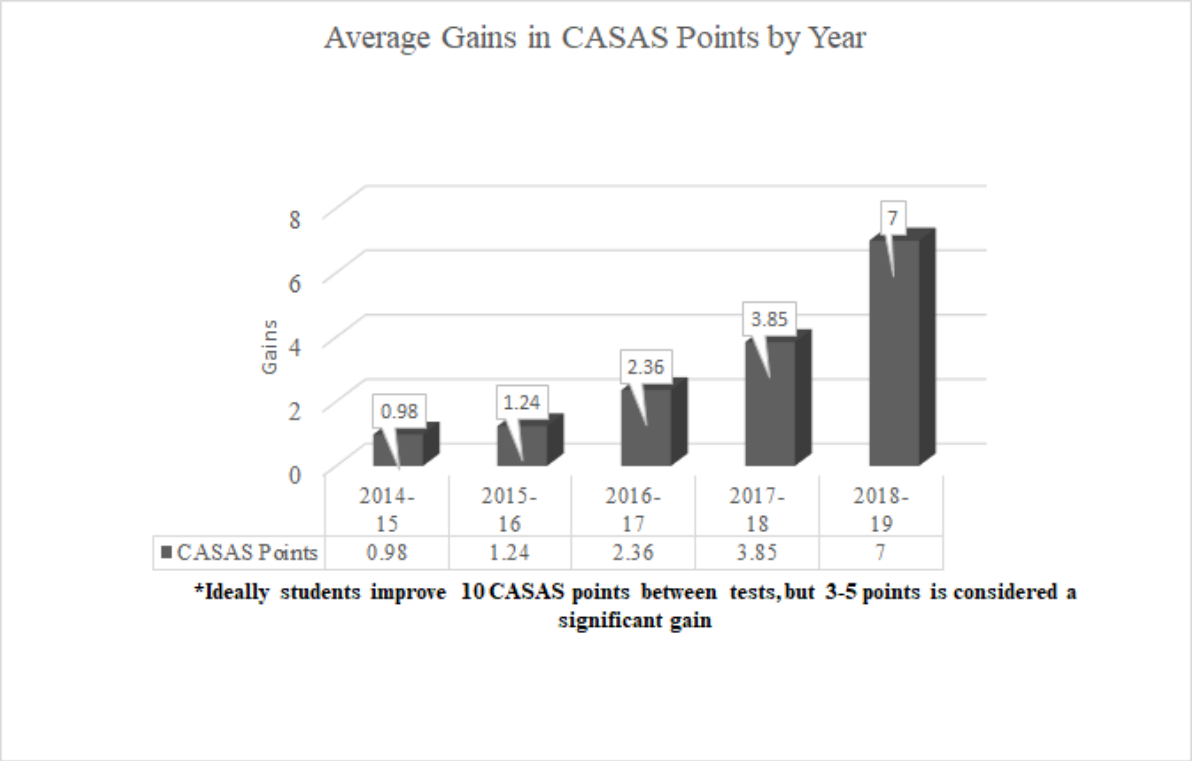

Although we have not captured the number of student gains that we would ideally like to see, we have steadily improved each year from only .98 points in the 2014–15 school year to 3.85 in the 2017–18 year. This year we are projecting an average gain of 7 points based on the gains we have for this school year and the five year trend. In order for us to capture our students' gains, it is imperative that our students consistently receive pre- and post-tests. At HCCS we are committed to increasing our level of CASAS assessments. Below is a graph that shows the number of students who received CASAS pre- and post-tests for the last four school years.

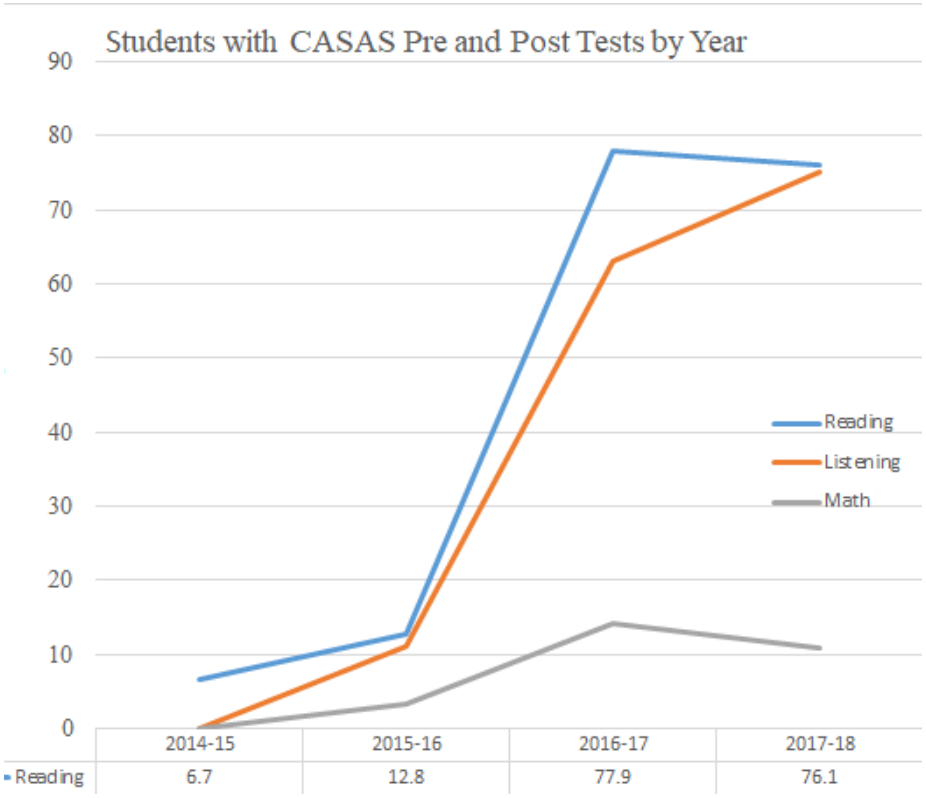

In the 2014–15 school year, we had a very low percentage of pre- and post-tests compared to the 2017–18 school year, when for reading and listening, we had pre- and post-tests at 76.1% and 75.2% respectively. This percentage is based on our Average Daily Attendance (ADA). Every year we have improved in reading and listening, even while our enrollment grew expeditiously. The one test in which we need to improve is math. As this graph indicates, we have not made improvements in the number of CASAS pre- and post- math assessments. In prior years, we did not assess our ELD students in math as part of the enrollment process and instead primarily assessed our high school students. Beginning in the 2018–19 school year, both high school and ELD students will be assessed in math as part of the enrollment process.

Teachers, counselors, and proctors do their best to get CASAS pre- and post- tests from every student; unfortunately, we have been unable to get them from every student. By hiring several new proctors, training more teachers and staff, purchasing more laptops to run CASAS, and developing a more rigorous testing schedule, HCCS will provide more succinct data regarding CASAS testing pre- and post-tests in the future.

Grades

At HCCS we have two systems for student grades: one is for ELD students, and one is for high school students. For the ELD students, we use the letter grades M, A, D, and E. M has a Grade Point Average ("GPA") value of four points, A has a value of three points, D has a value of two, and E has a value of one GPA point. The letter grade of M is equivalent to 90% mastery, where E is 80%, D is 70%, and E is 60% or below. In ELD, the M grade is the only grade that demonstrates level mastery and readiness for level promotion.

Grades	Descriptions
M- Meeting	The student is meeting or exceeding standards.
A- Approaching	The student is approaching standards.
D- Developing	The student is developing an understanding of standards.
E- Emerging	The student has an emerging understanding of the standards.

In the 2016–17 school year, ELD students received a total of 1,320 M's and 850 A's for a total of 2,170. For the same year, 121 students earned D's and 32 students earned E's. In the 2017–18 school year, we gave 1,274 students M's, 1,401 students A's, 444 students D's, and 259 E's. So far in the 2018–19 school year, HCCS has only entered grades for one quarter. Last quarter, 288 students earned M's, 484 earned A's, 105 earned D's, and 9 students earned E's.

It is important to note that this chart shows the total number of each grade given per academic year. The ELD students are graded in the subjects of reading, writing, speaking, and listening. The CASAS post-tests are also utilized as an external assessment to determine a student's grade.

Below is a bar chart that shows the distribution of ELD grades by percentage and year:
In
the



***Our goal at Highlands is for our students to earn M's and A 's and to maintain a schoolwide GPA of 3.0 or higher**

2016–17 school year, 56% of the ELD students completed a level, and 93% of them received either an M or an A. Only 5% received a D, and 1% received an E. In the 2017–18 school year, 38% of the ELD students completed a level and 79% earned either an M or an A. That same year, 13% of the ELD students earned a D, and 7% earned an E. In the 2018–19 academic year, so far 32% of the ELD students have completed a level and earned an M and 87% have earned either an M or an A. Almost 12% of ELD students earned a D and 1% earned an E.

Success and accurate grades for all our students, both ELD and high school, are very important to us. Our goal is to have a schoolwide grade point average of 3.0 or higher. Below is the English Language Development GPA data for the 2016–17, 2017–18, and what has been documented so far in the 2018–19 school year:

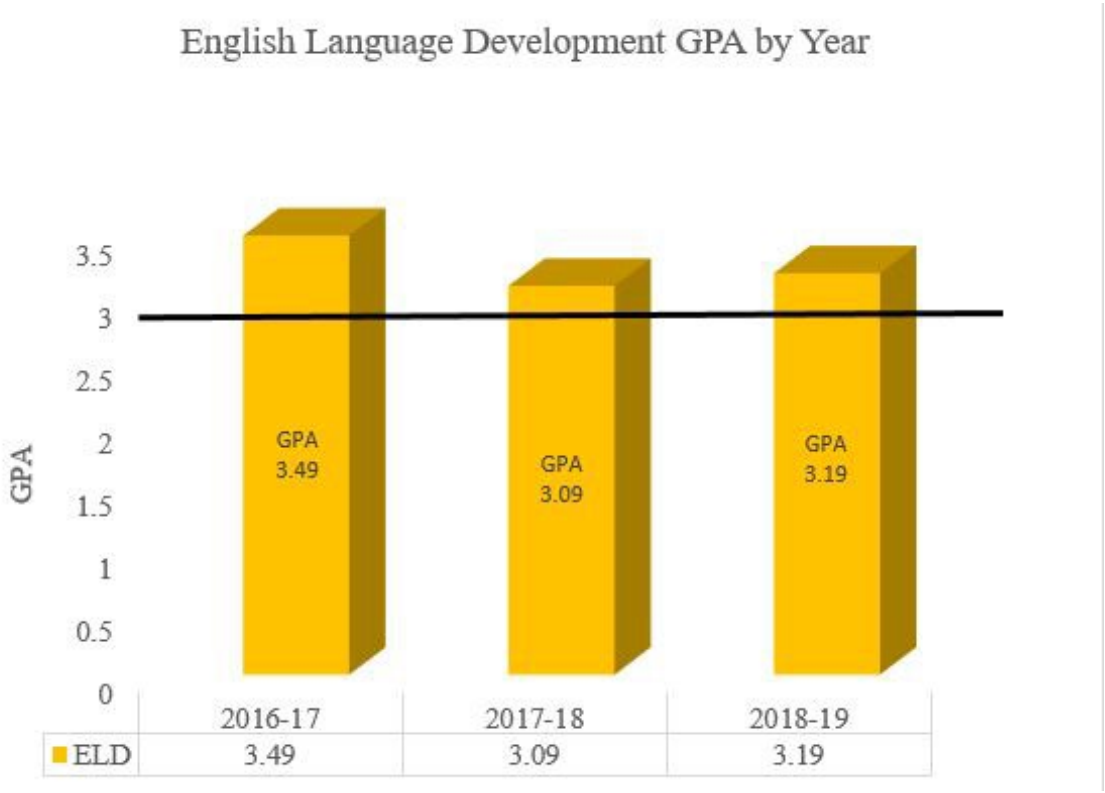

Since we implemented the MADE grading system for ELD students in the last quarter of the 2016–17 school year, ELD students have maintained a grade point average of 3.0 or higher. In the 2016–17 school year, ELD students had an average GPA of 3.49. During the 2017–18 school year, ELD students had an average GPA of 3.09, and so far in the 2018–19 academic year, they have an average GPA of 3.19.

As mentioned before, HCCS's schoolwide goal is to have an average GPA of 3.0 or better for all programs. While all of our programs have achieved this goal for the last three years, the high school students tend to have a higher GPA than the ELD students.

Below is a graph of the High School GPA by year for the past three academic school years:

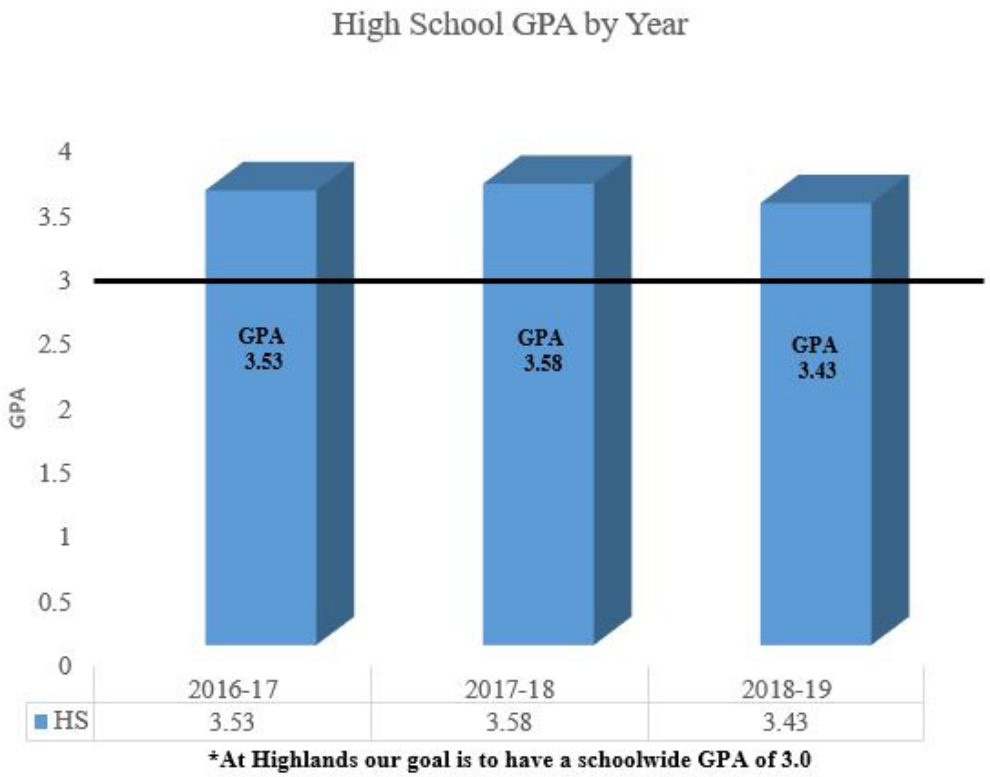

***At Highlands our goal is to have a schoolwide GPA of 3.0**

While the ELD students had an average GPA of 3.49 in the 2016–17 school year, the high school students had an average GPA of 3.53. For the 2017–18 school year, the high school students had an average GPA of 3.58 while the ELD students had a GPA of 3.09—a considerable difference at .49 GPA points. This year the difference in grade point average between ELD and high school students is declining with a smaller gap of .24 GPA points, where high school students have an average GPA of 3.43, and ELD students have an average GPA of 3.19.

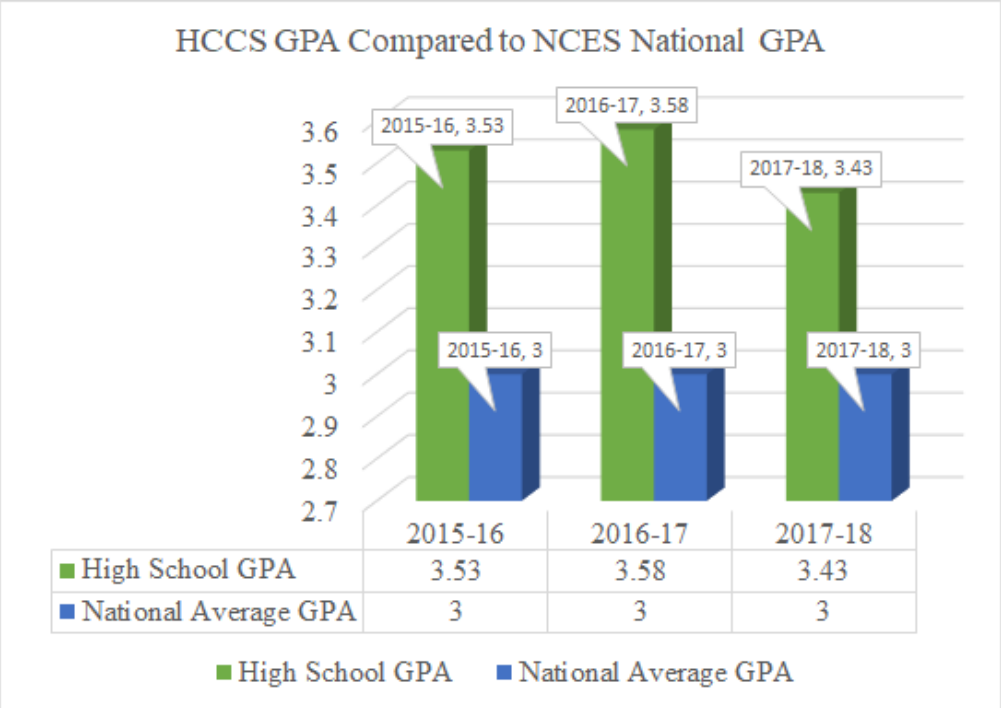

COAAPS Data

In 2016–17, HCCS applied for a Workforce Innovation Opportunity Act ("WIOA") grant and it was awarded for the 2017–18 school year. Then in 2017–18, we began creating EL Civics modules for the students and assessing them on the objectives. For the 2017–18 school year, we selected two themes based on students' greatest needs: community resources (DMV) and health (Healthcare). For the DMV packets, HCCS chose three relevant objectives related to Community Resources (DMV): Reading and Understanding Street Signs (Objectives 12.1, 12.2), Traffic Stops (Objective 12.8), and Citations (Objective 12.10). For Health packets, HCCS chose: Talking to a Doctor (Objectives 28.2, 28.5), Making Doctor Appointments (Objectives 28.4, 28.12), and Completing Medical History Forms (Objective 28.6).

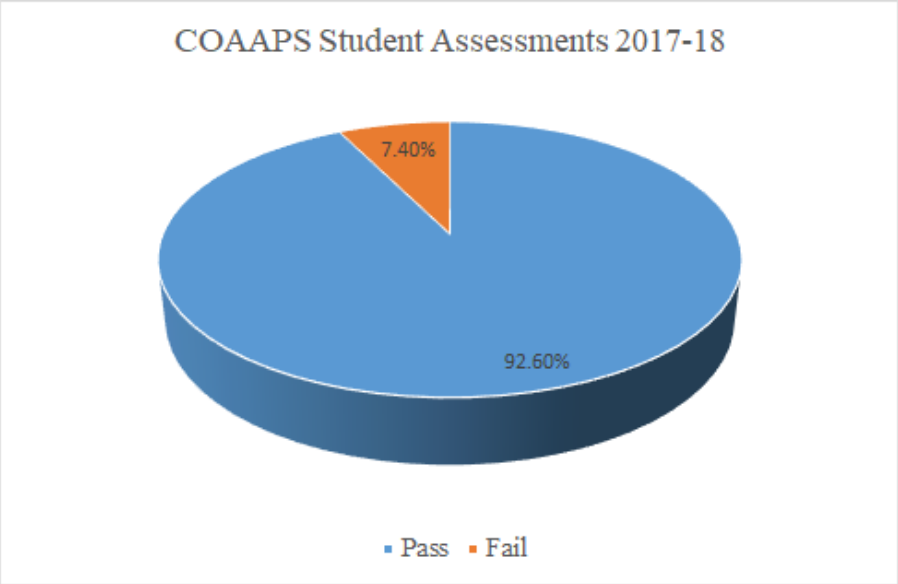

HCCS asked the ELD teachers to choose at least one of the themes based on their students' interests and needs. Overall, these EL Civics materials were taught in 32 classrooms: DMV was taught in 14 classrooms and Health was taught in 18 classrooms. A total of 756 students were assessed. Below is a graph that shows our student learning data for the 2017–18 school year:

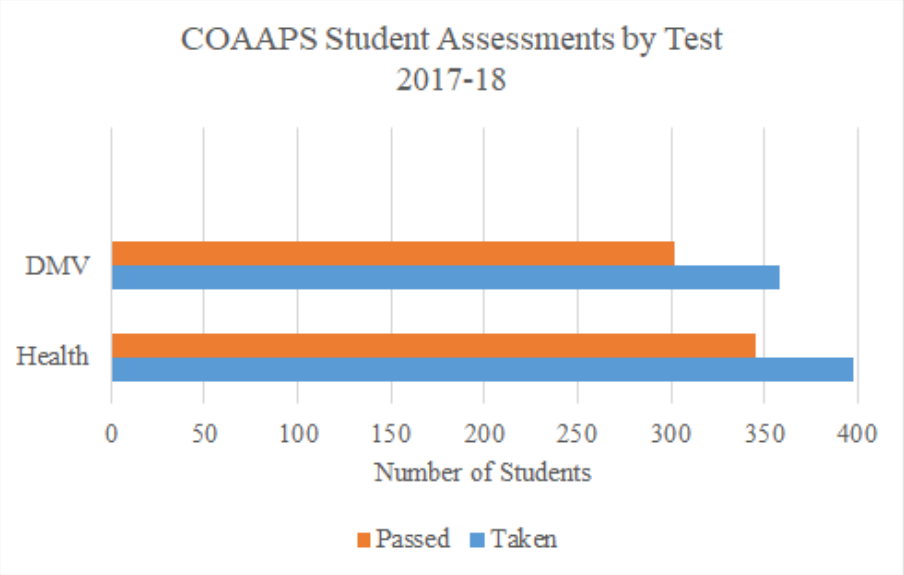

Of the 756 students who were assessed, 700 of them passed their assessment. Overall, 92.6% of our students passed while the remaining 7.4% of our students did not. Of the 756 students who were taught EL Civics, 358 students studied DMV and 398 studied Health. Our students did slightly better on their EL Civics Health assessments than on the DMV assessments, but overall our students did very well on both.

Promotion and Graduation

Below is a table that shows the number of ELD students who were promoted for the 2016–17, 2017–18, and so far in the 2018–19 school year in one or more of the following areas: reading, writing, speaking, or listening:

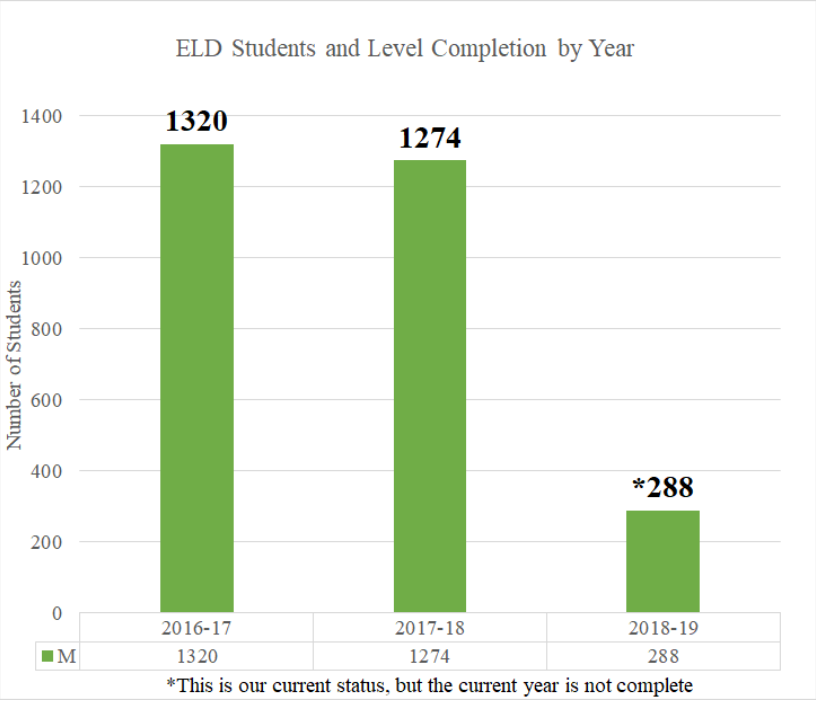

In the 2016–17 school year, 56% of the ELD students completed at least one level compared to 37% in the 2017–18 year, and so far in the 2018–19 school year 288 students have progressed at least one level. At the end of the 2016–17 school year, the grading system was introduced. It is possible that during the first quarter of grading, teachers were still learning to appropriately assign grades. That may have resulted in a high distribution of M grades compared to the 2017–18 school year. We are currently in the second quarter of the 2018–19 school year which explains the low number of M grades and ELD level completions.

High School Graduation Data

Rather than promotion, graduation is the best way to identify course completion for our high school students. At HCCS our graduation day is like a holiday worthy of celebration. It is the culmination of years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma, and exit as a graduate. Since this happens on a very regular basis, we wanted to provide more than one opportunity a year for students to celebrate and "walk the stage." At HCCS we hold a graduation ceremony every summer and winter. Each year the venue has changed in response to graduation growth. Most recently, we held the Summer 2018 Graduation at The Center at Twenty Three Hundred, which is a venue that holds approximately 500 attendees.

Below is a graph that shows the number of high school graduates per year for the 2015–16, 2016–17, 2017– 18

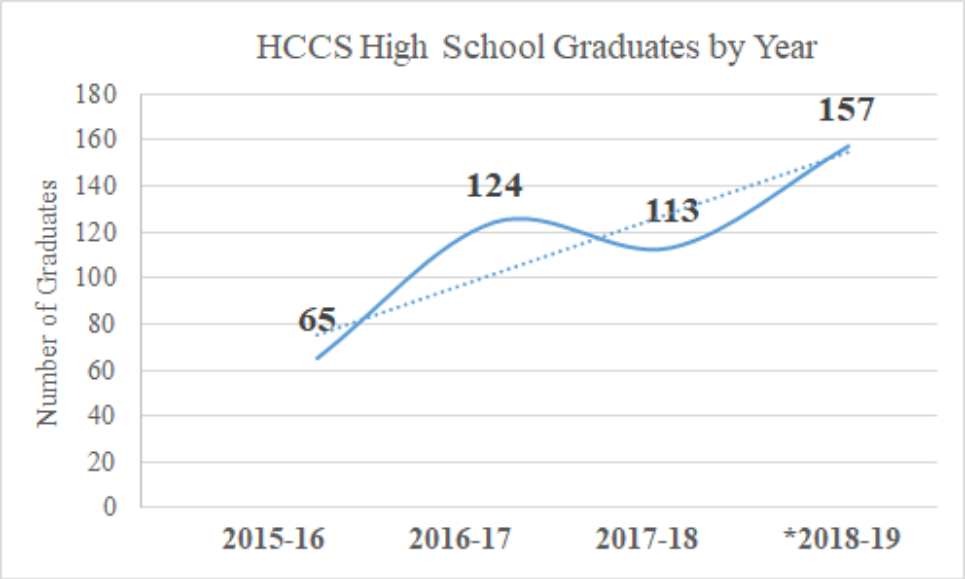

school years, and our graduation projections for the 2018–19 school year.

***This is projected for the 2018-19 school year based**

The number of students who graduated from HCCS doubled each year for the first two years and has held steady at about 120 students for the past two school years. In the 2015–16 school year, we had 65 students graduate. There were 124 students who graduated in the 2016–17 school year, and 113 students who graduated in the 2017–18 school year. For the 2018–19 school year, we project that of the 350 students we have enrolled in high school, 157 will graduate.

Re-designation

At HCCS we want to ensure that we are providing our ELD students with all of the tools they need to achieve their goals. One way we do this is by transitioning our ELD students from our English Language Development program into our high school program and re-designating them as high school students.

To be re-designated from ELD to high school, each student should satisfy at least three of the following criteria: a minimum CASAS reading score of 225, CASAS minimum listening score of 225, a minimum CASAS math score of 220, a minimum ELD level 6 equivalent rubric score on the HCCS writing assessment, a minimum ELD level 6 equivalent rubric score on the HCCS speaking assessment, a minimum score of "approaching" on the student ELD portfolio rubric. A teacher recommendation may take the place of an ELD portfolio if a student has not produced a portfolio of work. All new students, who have been in attendance less than one month, or incoming students should use the HCCS writing assessment requirement as one of their three criteria.

Below is a graph that shows the number of our ELD students who have entered our high school program by year:

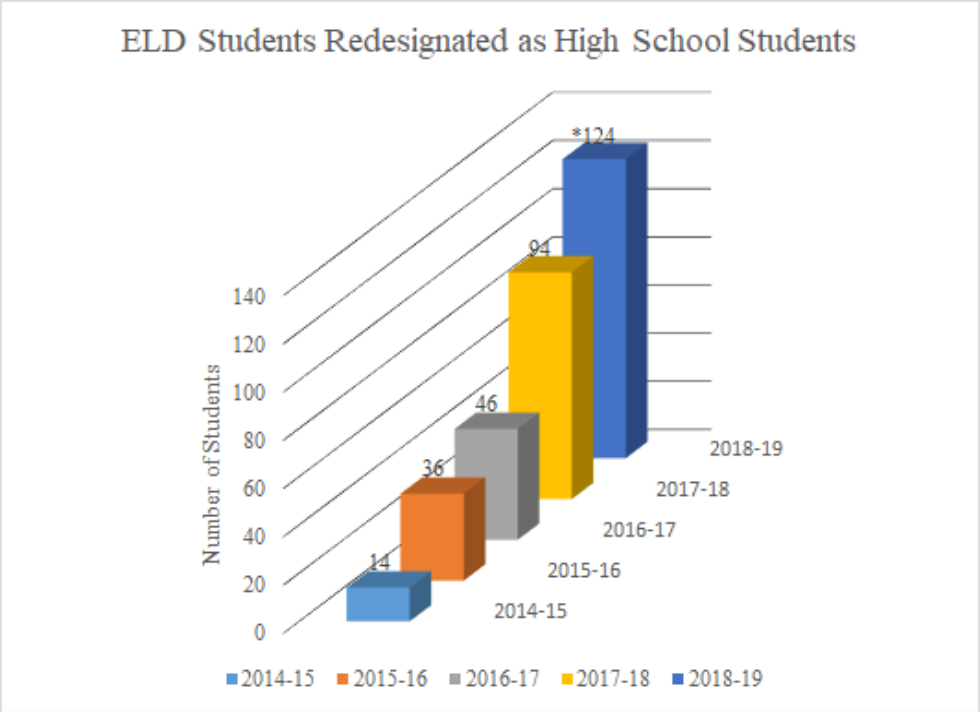

***For the 2018-19 school year this number is projected based on the trend and enrollment**

Since the 2014–15 school year, we have had a steady increase in the number of ELD students who have been reclassified from our ELD program to our high school program. We saw the biggest increase during the 2017–18 school year. So far for the 2018–19 school year, 31 ELD students have been reclassified as high school students. Based on that figure, we are projecting that 124 ELD students will reclassify by the end of the 2018–19 school year.

ELD Graduation Data

Similarly, we have seen a steady increase in the number of ELD students who have graduated from our high school program. From the 2015–16 school year to the 2017–2018 school year, the number of high school graduates more than doubled. Based on the 9 graduates in the first quarter for the current school year, we project 36 students who began instruction at HCCS in our ELD program will graduate from High School this year.

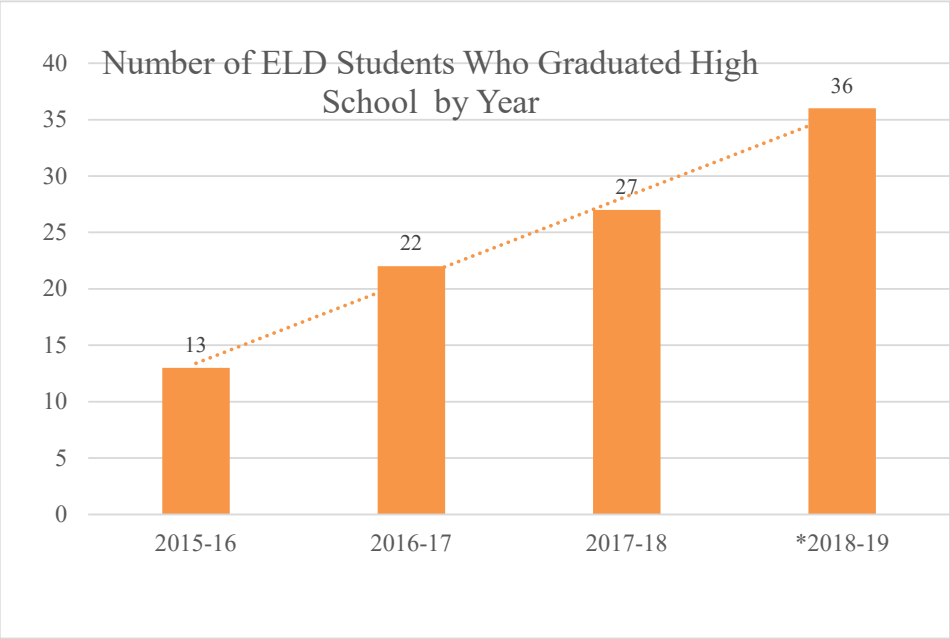

***For the 2018-19 school year this number is projected based on the trend and enrollment**

CTE Programs

HCCS recognizes the importance of a robust Career Technical Education program, especially for students who have been traditionally unserved. Programs have been created with our students in mind. We hope that our programs will lead to livable wage careers. Historically, we have sought to expand our programs based on student needs and interests. For example, when students were interested in entering the medical field, HCCS attempted to create a program that would allow students to gain knowledge and experience in that field. In addition to student needs and interests, HCCS has also looked at local workforce and regional plans to grow its current and future programs.

Community Partnerships

We know that our students have many needs and that we do not possess the resources to address all of them. For that reason, we have developed many community partnerships with other schools and organizations. Since we opened our doors in the 2014–15 school year, we have created 16 partnerships. Through these partnerships we have a wider reach in our community, and our students have increased access to the tools they need to achieve their goals.

External CTE Programs

We are pleased to have six internal CTE programs and two external CTE programs as part of our high school program at HCCS. We know that our students need more than English Language Development and a high school diploma; they need the tools and skills to get a living wage job. One way that we are able to offer state of the art training and programs is through our partnership with Asher College and Cosmo Beauty Academy. At HCCS we are pleased that a total of 1729 students have participated in our career programs, both internal and external.

Asher College

At HCCS we are proud to partner with Asher College, a vocational and trade school in Sacramento that opened in 1989 to provide hands-on training in medical, business, and information technology. Through this program, we are able to offer our students three information technology programs at no cost. These programs include A+ Information Technology, Medical Office Administration, and Office Administration, which includes Microsoft Office Certifications. Since we began our partnership with Asher College, 191 students have taken Microsoft Office and 208 have taken Computer A+ Tech.

Cosmo Beauty Academy

We are also proud to partner with Cosmo Beauty Academy (Cosmo), a vocational beauty school that offers cosmetology, esthetics, and manicuring programs. It first opened in 2007 in Sacramento and is accredited by the Board of Barbering and Cosmetology, the Bureau of Private Postsecondary Education, and the National Accrediting Commission of Career Arts & Sciences. Since we began partnering with Cosmo in the 2015–16 school year, 46 of our students have participated in their program.

Academic Support and Student Support Services

At HCCS we have the unique opportunity to work with adult learners who have faced many challenges and who require both academic and personal support in order to successfully meet their academic and career goals. Over the last five years, our students have demonstrated and communicated the things they need and ways they need to be supported. In response to our students' needs, we have developed several academic services and student support services. Academically, we support our students through our Career Success Center, ELD Navigators, library and reading services, and CTE programs and partnerships, as well as many other academic support services. Our student support services include homeless services, a free clothing closet, and a Civics 101: Rights and Responsibilities class presented by the District Attorney's Office. Our students have faced many academic and personal challenges throughout their educational journeys, and it is truly our pleasure to support them through our educational programs while they achieve their goals. We recognize that our students have many needs. While many of their needs are academic, some are personal. Our student-centered teachers, staff, and counselors interact with our students regularly to understand the areas where they need the most help. We want to improve our students' lives through our services. We have found that many of our students are unable to succeed in their classes when their basic physiological needs are not being satisfied. At HCCS we have created extensive academic and student support services to meet the needs of our student population.

Employment/Wage Gain Data

At HCCS we have contacted over 300 high school/CTE graduates and asked them about their lives and careers after graduation. Below is a pie chart that represents the percentage of high school/CTE graduates who are employed and/or in college and those who are not:

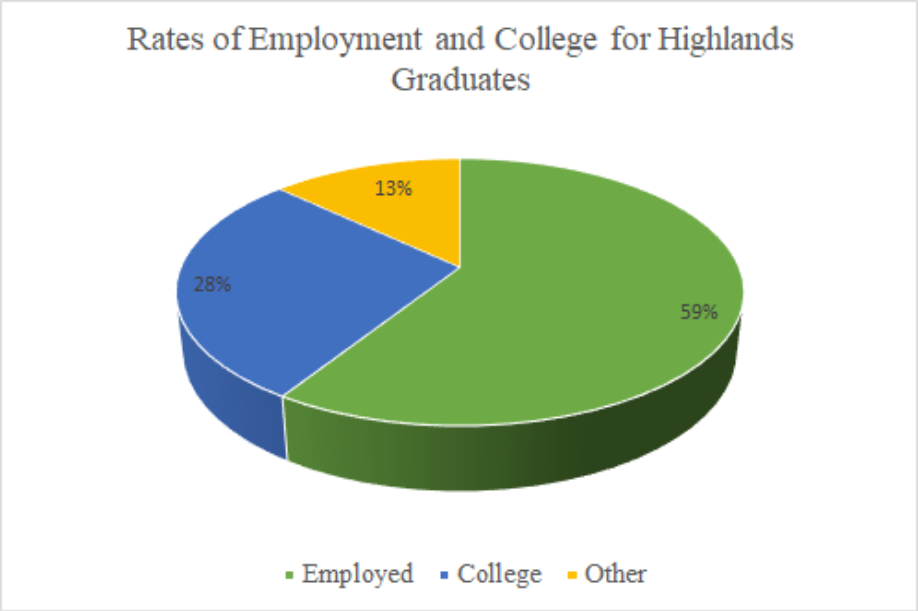

Of the students contacted, 28% are attending community colleges, state colleges, or private colleges while 59% are employed. The remaining 13% were unemployed or not pursuing further education. This means that of the students surveyed, 87% of our graduates are either working or are in college. At HCCS we pride ourselves on turning tax takers into tax payers and helping student create legacies where there may not have been any before.

In addition to employment rates and higher education, we have also collected information on wages. Part of our mission is to build new legacies leading to self-sufficiency and generational change. One of the ways we do this is through wage gains. Below is a graph that compares our students' average wage when they enrolled at HCCS compared to the average wage of our high school graduates.

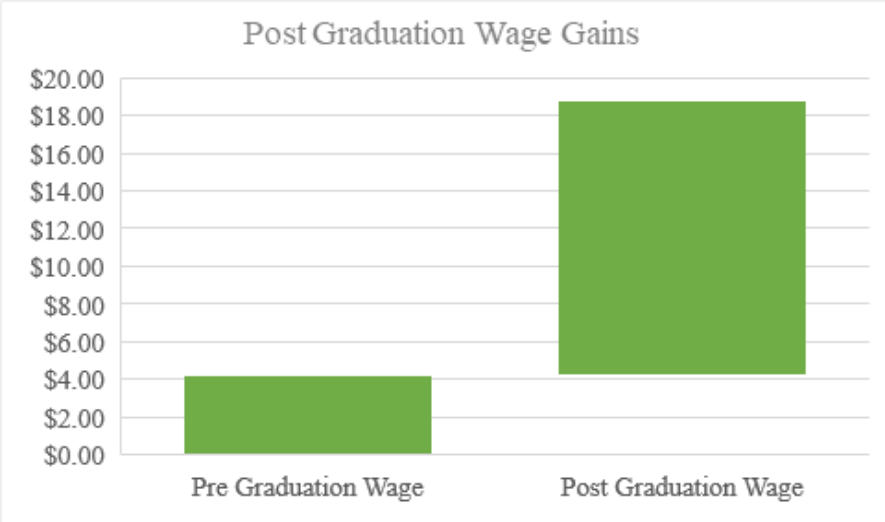

At HCCS our average graduate wage gain is $10.37 per hour post-graduation. When our students enrolled we documented their wages and then compared them to the wage they were earning after graduating from HCCS. This makes a direct impact on students' abilities to establish self-sufficiency. Our students' prior average wage was very low because many students had never worked or were relying on public assistance. Providing CTE training through the high school program enables students to earn livable wages upon high school completion. Some of our CTE programs, like Truck Driving, have a higher average wage upon completion due to the labor market for that specific occupation. The average wage for a truck driver upon completion of the program is $21.50.

Academic Support Services

Career Success

Our Career Success Center ("CSC") was created in the 2015–16 school year to review our students' resumes. Today we provide many services to our students in order to assist them with finding employment. We currently have four employees who work in our Career Success Center, including two Transition Specialists, a Student Engagement Liaison, and a Career Center Supervisor. The Career Success Center is located at our main campus on Grand Avenue and it's open from 8am to 3pm, Monday through Friday. In addition to our Career Success Center, our support staff organizes workshops and field trips. At our Career Success Center, we accept both walk-ins and appointments and we connect our students to the following services:

- Job fairs
- Job search
- Assistance with CalJOBS
- Application help
- Contacting employers
- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Expungements
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- One-on-one academic support

At HCCS our students have many goals, but all of them want to improve their lives. We support our students through academic and employment support. For our ex-offenders, we work alongside them to get their records expunged when possible. These services are available to our current ELD and high school students as well as our alumni because, At HCCS "it's never too late." At the beginning of the 2018–19 school year, we began tracking services provided at the Career Success Center, and so far this year, we have seen 191 students in the Center as well in workshops. Here is a breakdown of students using our services:



In July 2018, we began tracking our students' logins to our Career Success Center and workshops. So far this year, the majority of our students visiting the Career Success Center have needed help with their resumes or CVs, at 54%. Resource assistance was the next most common service with 18% of students needing help with resources. Resource assistance refers to resource outsourcing. When students need access to a service that we do not provide, we offer a referral to a partner or an organization equipped to assist our students. Around 14% of our students required general knowledge or support; students often have questions about the types of services offered at our Career Success Center. Next, 10% of our students needed help with housing services while only 4% needed support with expungements.

Expungements

Our expungement process begins at the Career Success Center. Our Career Success Center has employees who are experienced in the expungement process. We have forms and contact information to begin the process. Our staff collaborates with our students to ensure that all of the steps are followed. We will even attend court with our students. We have had many students go through the process and clear their record of DUI's, narcotic offenses, property offenses, and many other criminal cases.

ELD Navigators

At HCCS we have amazing programs and opportunities for our students, and we want to ensure that every student understands all of the services that we provide. With the 24 campuses we currently have and students who speak over 39 languages, there have been some barriers to clear communication. In October 2018 we extended our counseling services to include ELD Navigators. Our Navigators serve a critical role by communicating with our ELD students and providing academic and career support. This program was developed to ensure that all of our students at HCCS have access to all of the community resources, school activities, and support that they need. Our Navigators speak English, Farsi/Dari, Spanish, Russian,

Armenian, and Pashto, and they travel to all of our campuses to present our school's services and programs. Since we've implemented this program, our Navigators have presented in 13 classrooms at eight of our sites. Following their site presentations, our ELD Navigators work one-on-one with our ELD students (in our students' native languages) to address their individual needs.

Library Services

We started our library in September 2016 to provide books to our students. We started the library by taking book donations from various resources throughout Sacramento. When we first started our library, we only had 100 books. Our vision was to have a library conveniently located at our main campus where students of all reading levels could borrow books. Today, we have over 1500 book titles logged into our library system using Book Retriever. We have approximately 15 teachers and 130 students regularly utilizing our library resources. Additionally, we provide access to our books through our Mobile Library, a repurposed RV, which delivers both clothes and books to our off-site locations. We currently have 50 books in the Mobile Library, and more than 300 books are being stored for future off-site delivery. Through the mobile library service we hope to significantly increase the number of teachers and students using our library services.

Reading Services

At HCCS most of our students enroll into our high school program at a remedial reading level and need to improve their reading and literacy skills in order to complete their diploma. Through CASAS reading assessments and teacher recommendations, we realized that our students desperately needed academic support in this area. In the 2015–16 academic school year we implemented two supplemental reading classes for our high school students: Reading Skills I and Reading Skills II. These classes introduce the Systematic Instruction and Phoneme Awareness, Phonics, and Site Words (SIPPS). SIPPS is a foundational reading program that builds reading skills and improves reading comprehension. It is designed for students who struggle with decoding. This program is used as a tool for intervention and assists teachers in helping remedial readers at the K-12 reading level. This class is treated as an elective class and lasts for six weeks. Students could earn up to five credits over the duration of the course. After six weeks of the class, the majority of students showed gains in confidence and in reading level. Students also showed improvements on the Slosson Oral Reading Test. Some students remained in the reading skills class to finish their five credits, and others moved on to complete academic credits. Some students who needed more reading improvement continued in reading skills, moving on to part II.

Then in the 2017–18 school year, we re-evaluated our high school reading program. We realized that we had many high school students struggling in their classes as a result of their reading level, so we decided to expand our remedial reading services. The idea was that if students could improve their reading comprehension, then our other academic high school classes would become more accessible to them. We hired a Reading Specialist in order to help tackle this task. The Reading Specialist travels to our high school sites and works with both individuals and groups who need remedial reading support. Our Reading Specialist has also created a curriculum to combat low literacy. It is focused on: decoding, fluency, spelling, and reading comprehension. We hope that by providing additional academic support to our remedial high school readers, they will have one more tool to succeed and achieve their goals.

<u>Student Support Services</u>

Positive Direction

Positive Direction is a student group that meets weekly at lunch. During this student group, lunch is provided to our students at no cost to them. The primary purpose of this group is to provide our students with strategies for managing stress. This is also a place where we provide tools to our students to help them overcome barriers. It is a confidential place where all of our students are welcome. In addition to managing stress, weekly discussions focus on improving interpersonal communication skills and

nurturing healthy relationships with friends and family. Other topics of discussion include time management skills, study skills, and active listening. Finally, the group also addresses personal issues our students may have, such as coping skills for dealing with anxiety, depression, and past trauma. At HCCS we know that our students have overcome many challenging obstacles before enrolling, and we want to ensure that we are supporting the whole student.

Homeless Services

One of the obstacles that many of our students face is homelessness. While only a small percentage of our students live in shelters, in cars, or on the street, many of them are in transitional or short-term housing, staying with friends or family, or sleeping on couches. To address this need, we created a Homeless Services program as part of our student support services. Through our Homeless Services program, we serve our homeless student population though prevention, early intervention, and emergency support. We coordinate and collaborate with other agencies to connect our students with emergency, short-term housing (such as shelters) and long-term housing solutions. We work in conjunction with Sac Steps Forward to find housing placements and to meet the needs of our homeless students. We believe that by helping our students secure safe housing they can focus on meeting their educational and career goals.

Clothing Closet

One of the services we are very proud of is our Clothing Closet. We began working to open our Clothing Closet in March 2017 to provide our students with free, gently used, professional interview wear for our students with job interviews. In April 2017, we had our grand opening. When we started, we had open hours every morning, at lunch, and an hour in the afternoon. To get things started, our staff and teachers went through their closets and donated everything they could part with. One of our high school students volunteered to wash, dry, hang, and organize all of the donations. Upon her graduation, that student was hired at HCCS and continued to work in that capacity. Although the primary goal was to collect work attire, we accepted every type of clothing, even children's clothes. As the closet grew, we began receiving requests from students for additional products such as diapers and toilet paper. Although our primary goal is to provide clothes, we will take any student request. We frequently receive notifications from our students about household items, strollers, and furniture that our students need. Our students at Grand Avenue were very happy with the service, but due to the limited transportation and mobility of our off-site students, they were unable to access our Clothing Closet. Therefore, in September 2017, we purchased an RV to mobilize our closet and provide access to our students at our off-site locations. Since we started the Clothing Closet, we have served approximately 1800 of our students at 11 of our locations. For many of our students, their inability to purchase professional clothes was a barrier to employment and to ultimately achieving their goals. This is one way we are able to meet some of our students' immediate needs and support them while they actively take steps to improve their lives.

District Attorney's Office: Rights and Responsibilities

In March 2018, we began partnering with the Sacramento County District Attorney's Office, Sacramento County Sheriff's Office, Sacramento Police Department, County Code Enforcement, and the Sacramento City Attorney's Office to provide Civics 101, Rights and Responsibilities to our ELD students. Most of our ELD students are immigrants and refugees who are new to the United States. The class provides an overview of essential laws and practices that protect immigrants in the United States and covers the following topics:

- The First Amendment and the right to assemble peacefully
- The Fourth Amendment and the right to privacy from government intrusion
- The Fifth Amendment and due process
- The criminal justice system in the United States
- Renters' rights and legal actions
- Police and community partnerships

- How to interact with a police officer
- Laws in the United States
- Traffic laws, traffic stops, and citations
- Reporting crimes and emergencies
- When to call 9-1-1 and how to report a non-emergency
- Educational systems, compulsory attendance for K-12 students, and truancy
- Using public transportation (busses and trains)
- Neighborhood watch and community safety

Last year this class was taught in English and translated into six languages. The class will begin again in November 2018 and will be taught through April 2019. We expect 1580 of our ELD students to complete the class in the 2018–19 school year.

Citizenship

Since 2015, we have served more than 400 students in our Citizenship Preparation classes: 387 of them in the last three years and the 25 who are currently enrolled. In this class, our foreign-born students study and learn how to complete the N-400 application for naturalization and prepare for the United States naturalization interview. Since the interview has two components, Civics and English, the course covers the requirements for both. In Civics, our students learn the principles of American democracy and American government, and their rights and responsibilities as citizens. Our students practice reading, writing, and speaking in English while they role-play and prepare for the interview. Throughout the class, students also have access to legal advising through our community partner, Opening Doors. Below is a graph that shows the number of students who completed the citizenship class and became naturalized, obtaining legal US citizenship through our classes:

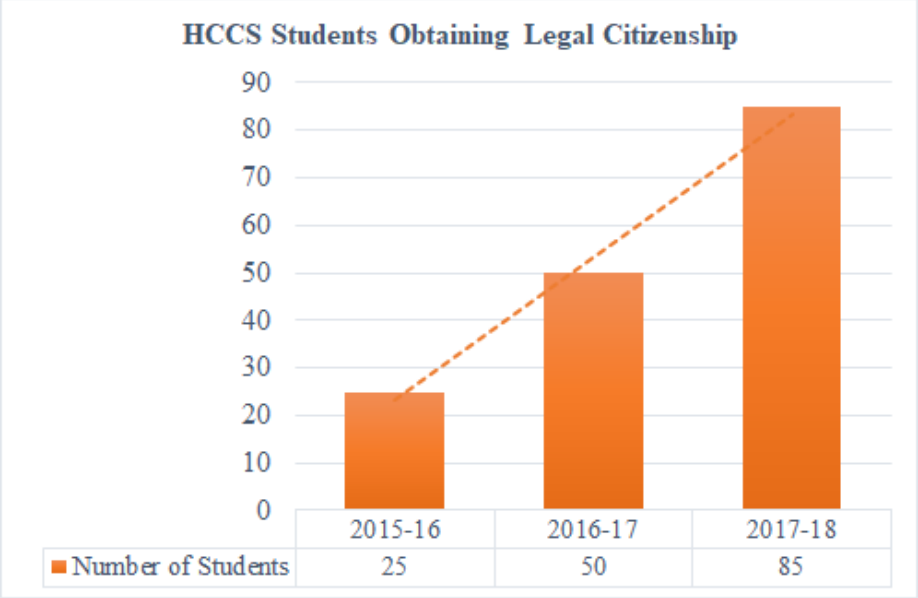

Since we started offering citizenship classes through our ELD program, the classes have grown each year. We have had over 400 students enrolled in our classes, but not every student completes the application or has the interview immediately following the course. Above is the data for our students who completed the process immediately following the class. In 2015–16 which was our first year offering the class, we had 25 students become legal citizens. That number doubled to 50 in the 2016–17 school year. Then in the

2017–18 school year, we had 85 students become naturalized legal citizens. For the 2018–19 school year, so far we have had six students become legal citizens. Since we started, that is a total of 166 HCCS students who have become legal citizens through the support of our classes.

At HCCS we are not only proud of the number of students who have become citizens, but we are also very proud of our students' pass rates. The national average is 91% and at HCCS our pass rate is 98%, seven points higher than the national average. With the success of this program, we have decided to expand it for the 2018–19 school year with additional teachers teaching the course and at more of our off-

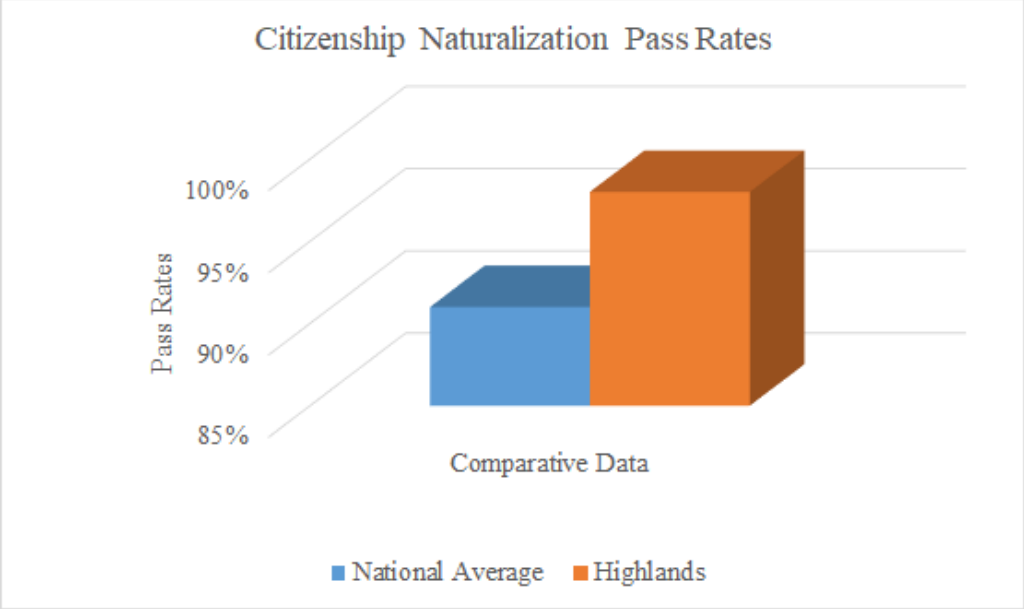

site locations.

Field Trips

At HCCS our teachers, students, and staff value getting authentic community experiences and actualizing their classroom knowledge in real-life situations. This is reflected in our Local Control Accountability Plan ("LCAP") data and budget. Every year, teachers take our students on engaging and educational trips outside of their traditional learning environments. Past field trips have included:

- Sacramento's State Capitol
- Sacramento Public Libraries
- A tour at Raley Field
- Sacramento River Cats baseball game
- Sacramento City College information sessions
- Resume workshops
- A 4th of July fireworks display in Old Town Sacramento
- The Crocker Art Museum
- Sutter's Fort and the State Indian Museum
- Career fairs
- The Sacramento History Museum
- Lighthouse Charter School
- Mission North Park

- A parenting class hosted by UC Davis' MIND Institute

Hundreds of our students have benefited from these field trips, and they have greatly contributed to our students' learning, cultural awareness, and community involvement and participation. Below you can see a previous ELD Conversation Club at the State Capitol:



Student and Staff Satisfaction Surveys

At HCCS we want to ensure that we are meeting the needs of both our students and staff. In order to understand what we are doing well and where we need to improve, we utilize student and staff satisfaction surveys.

Student Satisfaction

Every year as part of our LCAP we conduct student satisfaction surveys to measure connectedness, student learning, how students view staff, courses, and course materials. The following student satisfaction data is from the 2017–18 LCAP. Of our students, 726 responded in the student satisfaction survey, and the following graphs represent student feedback.

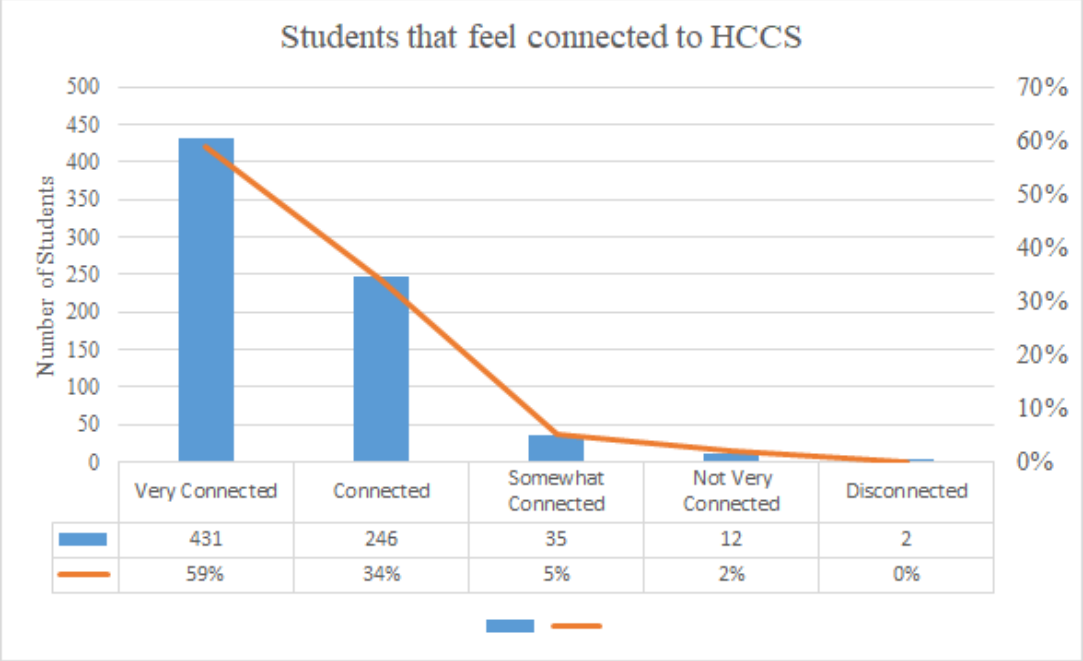
Students that feel connected to HCCS
Number of Students
500
450
400
350
300
250
200
150
100
50
0
70%
60%
50%
40%
30%
20%
10%
0%
Very Connected
Connected
Somewhat Connected
Not Very Connected
Disconnected
431
246
35
12
2
59%
34%
5%
2%
0%

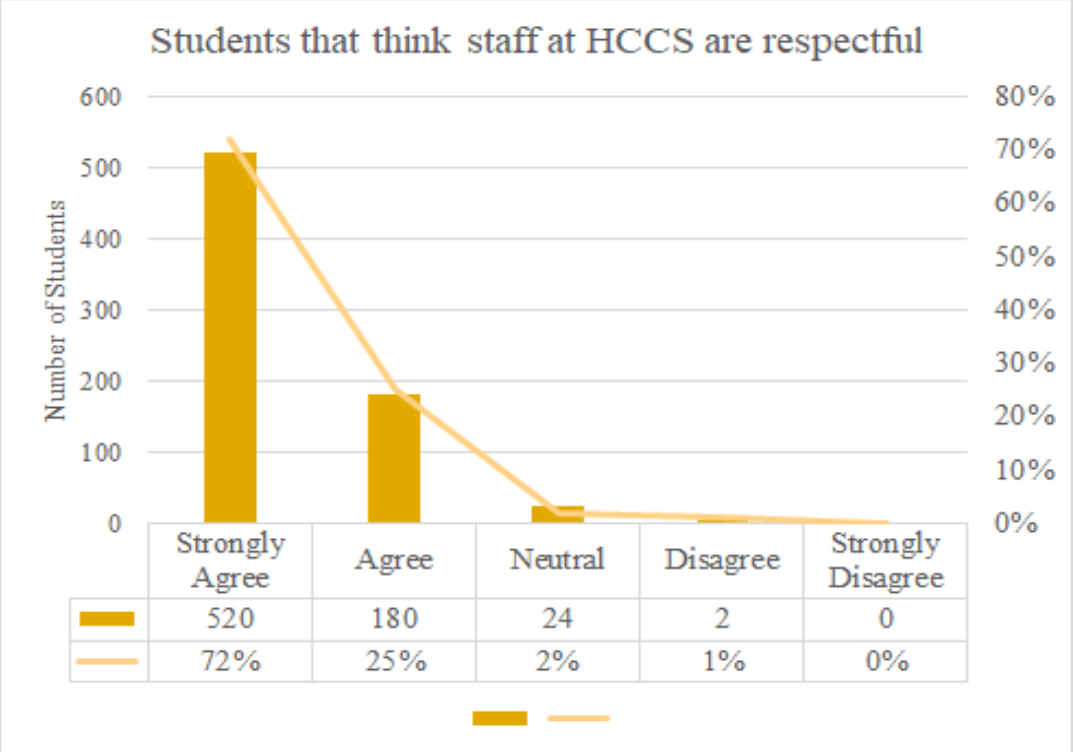
Students that think staff at HCCS are respectful
Number of Students
600
500
400
300
200
100
0
80%
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly Disagree
520
180
24
2
0
72%
25%
2%
1%
0%

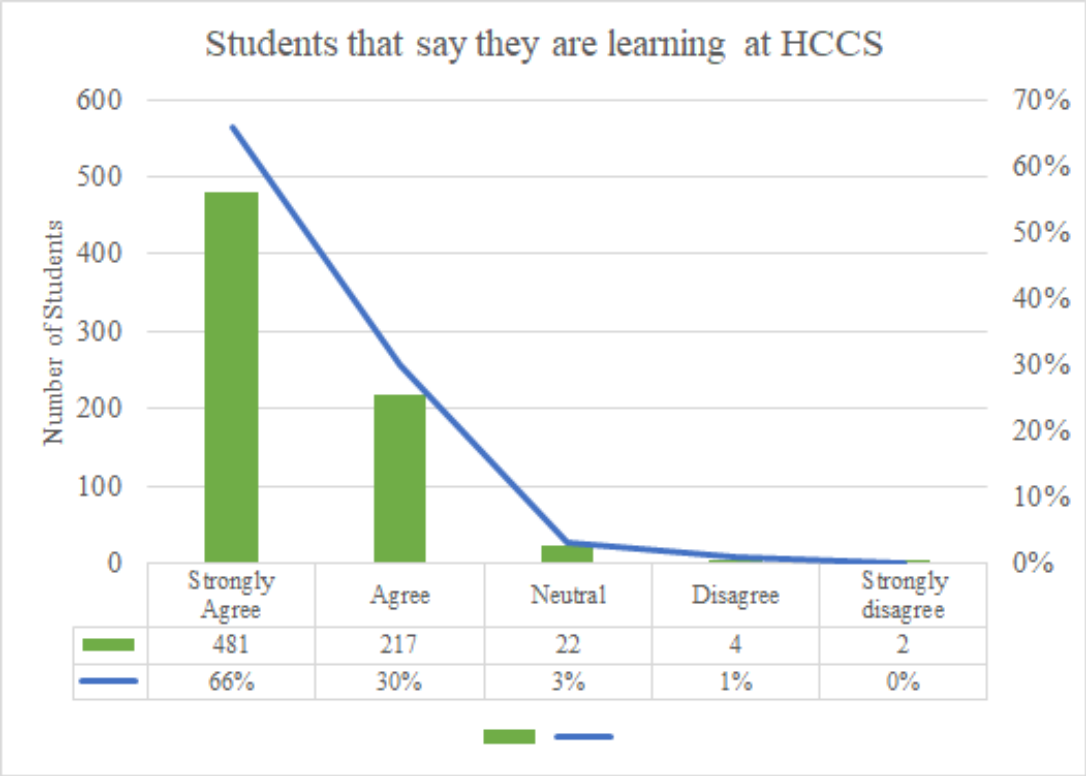
Students that say they are learning at HCCS
Number of Students
600
500
400
300
200
100
0
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly disagree
481
217
22
4
2
66%
30%
3%
1%
0%

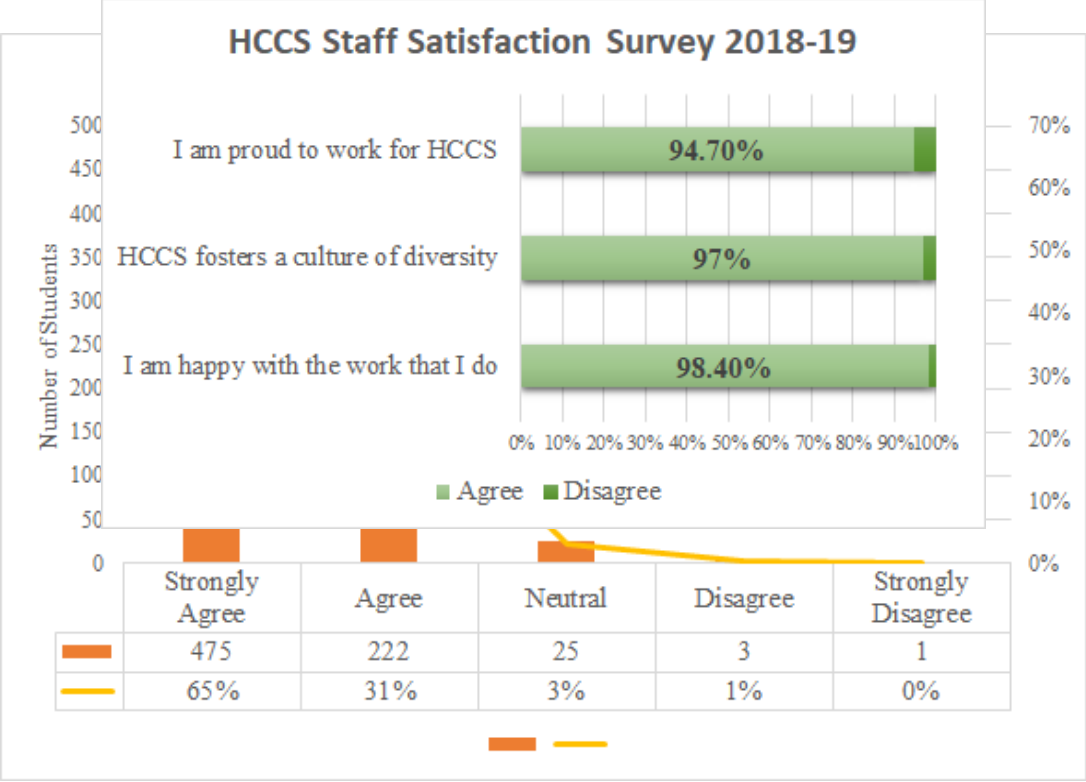
HCCS Staff Satisfaction Survey 2018-19
Number of Students
500
450
400
350
300
250
200
150
100
50
0
I am proud to work for HCCS
94.70%
HCCS fosters a culture of diversity
97%
I am happy with the work that I do
98.40%
0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%
Agree
Disagree
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly Disagree
475
222
25
3
1
65%
31%
3%
1%
0%

Staff Satisfaction

During the 2018–19 Staff Satisfaction Survey, 130 of our 154 staff were surveyed. The results reflected are the opinions of the 84% of our staff who participated. Of our staff who participated, 98.4% said that they either strongly agree or agree that they are happy with the work that they do while 97% of our staff agreed that we foster a culture of diversity and 94.7% said that they are proud to work for HCCS. Areas where we need to improve are related to technology. Of our staff surveyed, 66.2% said that technology issues are addressed in a timely manner, and 67% agreed that our Information Technology Department was open to employee ideas and suggestions. These surveys are essential to understanding our staffs' needs, and we look forward to improving our school and our staff experience and improving our Information Technology Department.

Challenges

We started HCCS in 2014 in response to the unmet educational needs of adults in our community. On our first day of classes, we started with 7 students and one site, and today we have 2,050 students enrolled and a total of 24 sites. We have grown very quickly, legitimizing how important we are in the communities that we serve. At HCCS we do our best to respond to the needs of our community. We have worked to adapt to the changing needs of our students as our student demographic has shifted from primarily serving ex-offenders in high school to serving immigrants and refugees in English Language Development/Citizenship and high school/CTE. Although we have many points of pride, primarily the success of our students, we recognize that as a school, we have areas where we need to improve.

At HCCS we have faced some obstacles in consistently implementing CASAS pre-tests and post-tests for some of our students at our satellite locations. We have experienced significant growth each year, and we have opened many new sites, which has created the need for a significant level of additional test proctors, computer technology, and internet access to maintain testing consistently. CASAS testing is a standard practice for most schools serving adults in California, it is mandated by WIOA that CASAS assessments are reported for adult participants, and it is one of our standard assessments; therefore, it is imperative that we improve our CASAS assessment practices. At HCCS we have made a significant organizational commitment to improving our testing practices schoolwide. We have increased the number of administrative staff, proctors, and teachers who are CASAS trained, and over the last two school years, we have hired five additional proctors as well as a Lead Proctor. All of our clerical administrative staff are currently CASAS certified. We are currently implementing a new CASAS testing schedule to ensure

that new students are tested each week at our satellite sites as part of their enrollment process and our proctor's CASAS schedule is going to ensure every site is retested every six to eight weeks.

At HCCS we are accountable to the California Department of Education to ensure that our students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and in many ways fail to understand the needs of alternative students. As a result, California Department of Education recognized alternative accountability measures for alternative schools. In March 2015, we adopted the Alternative Schools Accountability Model (ASAM) and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, we have been accountable to the California Department of Education and adhered to the indicators set forth by DASS.

1.3: HCCS Target Student Population

At HCCS our school's target student population is adults who are 22 years and older without a US high school diploma. We specifically serve adults who have been unserved by the traditional educational system in the United States. This includes students who have been unable to complete high school such as young parents and ex-offenders. It also includes English Language Learners such as immigrants and refugees. Our demographic data shows that we have students from 71 countries. The ten most represented countries at HCCS are Afghanistan, Mexico, United States, Ukraine, Russia, China, Vietnam, Syria, Moldova, and El Salvador. Women make up 65% of our student population At HCCS and men make up the remaining 35%.

We have two programs: high school and English Language Development. Career Technical Education (CTE) is part of our high school program and Citizenship is part of ELD program. Our ELD students are classified as elementary education students and are placed into either first or second grade. Our lower level ELD students are categorized as first graders while our higher level ELD students are considered second graders. All of our high school and CTE students are enrolled into grade 12.

Interests

Our students come to HCCS because they want a better life; they want to learn or improve their English; they want to continue their education; or they want a job. At HCCS our students have varied interests and goals. Some of them want to complete our English Language Development program to participate in our community and help their children with homework, while some of our ELD students want to improve their English enough to complete our program and then go to high school and on to college. For our high school students, their interests vary as well. Some of them want to graduate high school and a CTE program. For others, they want to finish high school and then move on to college or a career path. No matter their ultimate goals, all of our students come to HCCS because they want a better life for themselves and their families, and it is our pleasure to support them.

Backgrounds

At HCCS our student population is diverse and so are our students' backgrounds and stories. However, there are some similarities that our students share. Over 90% of our students qualify as socioeconomically disadvantaged.

Our refugee students are primarily from Afghanistan, Syria, and Iraq. Men from Afghanistan tend to have a stronger educational and employment background than women and have higher literacy rates. Men also tend to score higher on our initial assessments in reading, writing, speaking, and listening. Many of the

men from Afghanistan were engineers who worked with the US Army and were granted a Special Immigrant Visa because their lives were in danger after working with Americans. This also results in Afghan men having higher fluency in English than women, on average. The majority of women from Afghanistan were stay-at-home mothers, even those who graduated from a university. Most of the women from Afghanistan completed some primary education; although, many are illiterate in their first language, and some had never attended school before coming to HCCS. This is especially true for the women from the rural Southwestern regions of Afghanistan where Pashto is spoken.

Our high school and CTE students come primarily from two groups. Most of them are from the United States with the majority of that group being native to California. These students have a variety of backgrounds from race and ethnicity to academic and behavioral backgrounds. The other main group of high school students are students who come directly from our ELD program. Our students who have attended high schools in the United States had to leave school for many different reasons. Some had to leave to work and contribute to their families at home. Others were suspended or expelled and asked not to return. There were others that left because they found school too difficult or boring. Our ELD students who come to the high school and CTE programs often have different reasons for completing a high school or CTE program. Many of them already have at least a high school diploma from their home country, but they need a United States high school diploma to develop their lives and careers or further their education. There are some ELD students who have very little education from their home countries as well. These students take ELD classes and blossom into students who believe they are capable, and they move on to high school/CTE.

Student Challenges

Our student population is unique and our students face many challenges. The majority of our students are socioeconomically disadvantaged and lack access to reliable transportation, computer technology, and childcare. Below is a graph that shows our students who are eligible for free or reduced lunch:

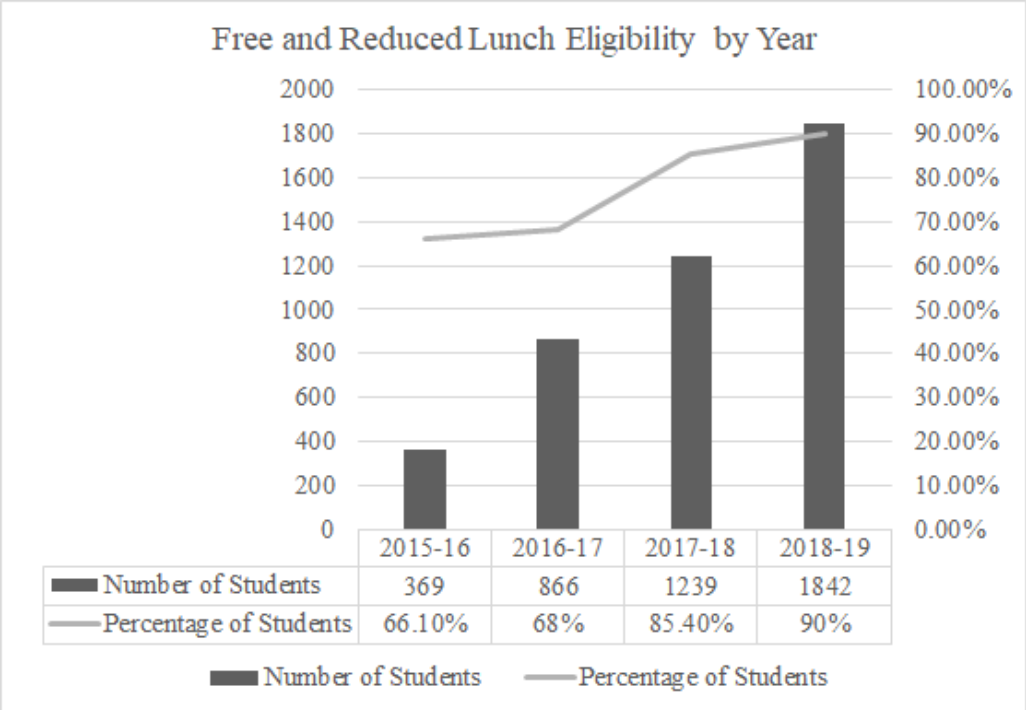

Our free and reduced lunch eligibility has been tracked in CALPADS over the last four school years and shows that since we first started tracking in the 2015–16 school year, our socioeconomically disadvantaged population has grown both numerically and by percentage of our population. In 2015–16 it is documented that we had 369 students who qualified for free and reduced lunch. Then in the 2016–17 school year, the number increased to 866. In the 2017–18 school year, that number increased by 473 to 1329. In 2015–16, 66% of our students qualified for free and reduced lunch, and we currently have 1842 of 2050 or 90% of our student population qualifying. This data indicates that each year we are serving more students who require access to services.

Many of our students have struggled with addiction, homelessness, and the social-emotional impacts of those and many other challenges. Some of our students are ex-offenders. Our students who have been incarcerated face a great deal of adversity re-entering school and trying to find employment and often lack the educational skills they need to succeed in an academic setting. These students are often deficient in academic skills and require remedial courses. Below is a graph that shows the number of homeless students at HCCS:

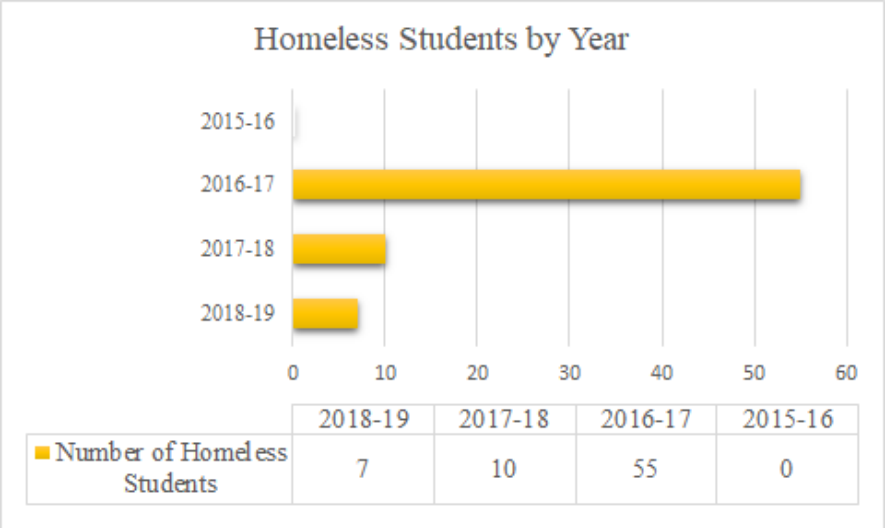

Because of the social stigma associated with homelessness, it is often underreported by students. There is also the critical issue of defining it. For our reporting purposes, we consider a student to be homeless if they are living on the streets, in shelters or cars, or in a temporary living situation without a fixed address. Many of our students who are temporarily staying with friends or family until they can "get on their feet" do not report that they are homeless.

Many of our students also lack access to many basic items such as food, clothing, diapers, books, and school supplies. Our students are also very busy and have a limited amount of free time. Our students are often adults with families, and many of them are employed while juggling several responsibilities.

Our refugee population also faces many challenges. Many of these students come to the United States with very low English fluency, some of whom lack literacy in their first language. Below is a graph that shows our students' average level of education by country:

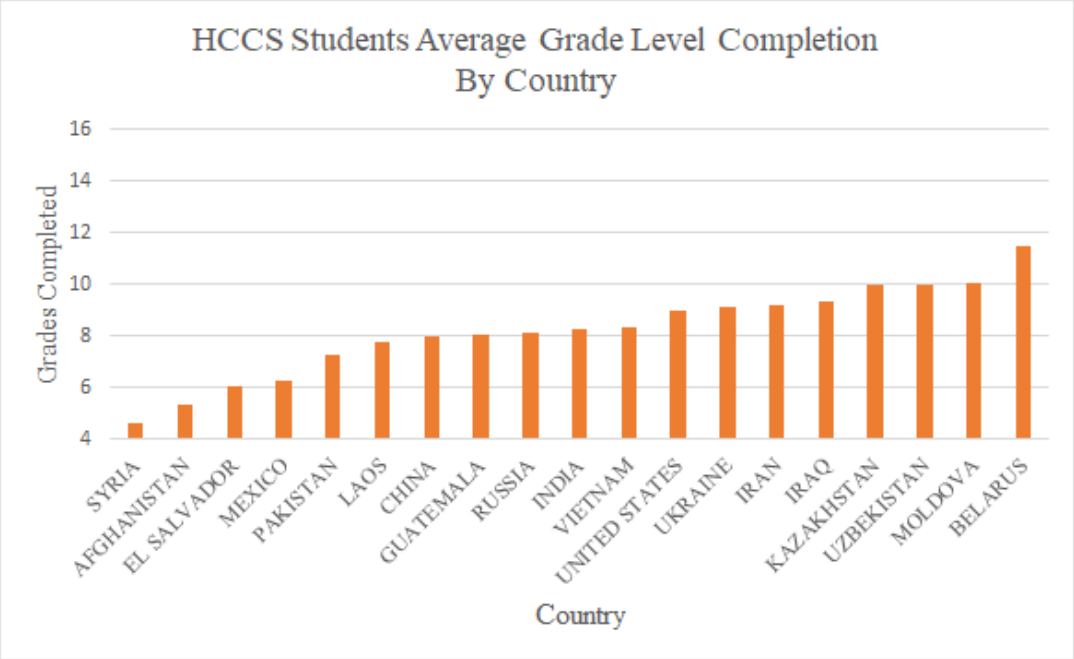

All of our students come to us with a different level of education, but this is the average level of education of our students by country. It includes students in both our ELD and our high school programs. Our refugee students from Syria and Afghanistan tend to have the lowest level of education on average while our students from Kazakhstan, Uzbekistan, Moldova, and Belarus have the highest average level of education. It is also important to consider that these are averages. Many of our immigrant and refugee students have no formal education, yet some are college graduates. Below is a graph that shows our students' level of education by country and gender for our refugee populations:

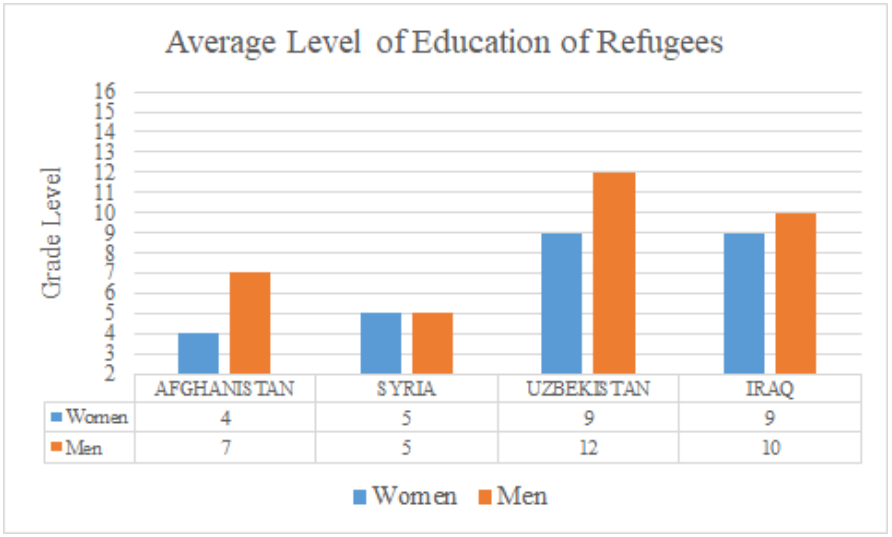

At HCCS the majority of our students are English learners. In fact, of the 2,052 enrolled, 1767 qualify as English Learners. Of those students, we have more students from Afghanistan than any other country, and the majority are women. As depicted in the graph, women from Afghanistan come to us with very little formal education. This change in our demographic has led us to increase the number of ELD literacy courses and beginning ELD courses to meet the needs of our students. Both men and women from Syria have very little formal education with an average grade level completed being five years. For our students from Afghanistan and Syria, it is imperative that we provide them with literacy tools because many of these students lack literacy in their native language. Our students from Uzbekistan and Iraq tend to have higher levels of education on average. In Uzbekistan women have an average of 9 years, while men have an average of 12 years. In Iraq women also have an average of 9 years and men have an average of 10.

These students not only struggle with language fluency, but also adapting to the new customs, culture, and meeting their basic needs. The majority of our refugee students depend on the Department of Human Assistance for financial support while they transition from being unemployed to being employed. Many of them also have very large families and struggle to find childcare.

In response to our students' needs and the challenges they face, we provide the following services:

- Free bus passes to our students for each day of attendance
- Access to computers and computer labs
- Free play care for potty-trained, non-school-aged children at Grand Avenue, Maple/St. Rose, Holy Cross and coming soon to Capitol Christian (children must be potty-trained and be up-to-date on immunizations)
- A clothing closet at Grand Avenue and a mobile clothing closet that provides free, gently used clothing to our students
- A small food pantry where students can get free shelf-stable food
- A Homeless Services Program who connecting students to community resources
- A library at Grand Avenue where students can get books
- Counselors who assist students with both academic and personal advising
- Free basic school supplies for all of our students
- A Career Success Center where students can get help with resumes and applications
- Literacy support and remedial reading classes
- ELD Navigators who help our ELD students transition into high school and CTE
- Citizenship classes
- Supplemental services to our students through our community partnerships and external CTE programs such as Asher College and Cosmos Beauty Academy
- Student support groups

Exclusive Partnerships

One way that we meet the needs of our students is through community partnerships. We have exclusive partnerships with Greater Sacramento Urban League (GSUL), Opening Doors, Asian Resources, Inc. (ARI), and Bach Viet. Our partners work to improve educational and employment opportunities in underserved urban communities to enhance the workforce and the local economy. At HCCS we provide instruction to students exclusively in partnership at no cost to our partners or our students. Our partners notify students about opportunities to participate in our program and provide students with details of the terms required for participation. Through these partnerships, we are able to reach more students and have a larger community impact.

Workforce Innovation and Opportunity Act

In 2014, the US Department of Labor signed the Workforce Innovation and Opportunity Act (WIOA) into law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs. At HCCS we applied for a WIOA grant and received one for the 2017–18 school year and for the 2018–19 school year. We have used this $360,000 grant to fund positions such as the Reading Specialist and test proctors to assist our students in literacy and testing. It provides us additional funding for technology. Last year, we purchased 330 laptops, laptop carts, and computers. This year, we plan to purchase 650 computers. Through our exclusive partnerships and funding, we are able to support our students where they truly need it most: through reading support, assessment, and access to technology.

HCCS complies with Ed. Code 47605.1(g) which requires our charter school provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 2810 et seq.), now known as WIOA. All students may only be admitted under the terms of an exclusive partnership agreement. These partnership agreements have a requirement that students must not qualify for WIOA youth services, which inherently limits students to 22 years of age or older that we may collect apportionment funding.

Under Education Code 47605.1(g), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

1.4: Five-Year Enrollment Rollout Plan

	Enrollment Rollout Plan					
		2019–2020	**2020–2021**	**2021–2022**	**2022–2023**	**2023–2024**
ELD	**1**	1481	1721	1981	2282	2643
	2	112	130	150	172	199
High School	**12**	258	299	344	396	458
	Total	**1850**	**2150**	**2475**	**2850**	**3300**

Goals and Philosophy

1.5: Alignment of Educational Program with Vision/Mission with Student Population

Motto: It's never too late!

Vision: Our vision is to eradicate educational inequality.

Mission: We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.

Schoolwide Learner Outcomes:

1. Students will demonstrate measurable achievements each term through assessment.
2. Students will make progress toward their career goals.
3. Students will use technology to communicate for personal and academic use.

Our motto is "It's never too late" because at HCCS it isn't too late for our students to achieve their goals. It isn't too late for them to learn English, get a high school diploma, complete one of our career technical education programs, or to start a career. Our students are adults who do not have a US high school diploma and are 22 years old and older. Our students come to us from all over the world and for many of them HCCS is the first school they have ever attended. We support and encourage them that no matter what their educational background is or where they are from, it isn't too late for them to build a better life and future for themselves and their families through our English Language Development and high school/CTE programs.

At HCCS our vision is to eradicate educational inequality. We believe that education is a human right, and we recognize that there is inequality in systems of education not only in our community but also in our country and around the world. There are many factors that contribute to educational inequality. Among them are country of origin, social class, family history and values, and gender. Our students are primarily from economically disadvantaged countries, communities, and families. Our vision is to end inequality for the people who need it the most: those without access to English, good teachers, classes, programs, schools, and technology. We understand the need for equity in education, and we are passionate about our vision and creating equal access.

Our mission states that we are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change. At HCCS we are truly a diverse community of staff, teachers, and administrators who are advocates for social change. Our student population is comprised of educationally unserved adult students 22 years old and older without a US high school diploma. Our students are non-native English speakers, immigrants, refugees, the socially and economically disadvantaged, students who have been unserved by the traditional educational system, marginalized groups, ex-offenders, and community members who have been displaced by traditional schools. Although we recognize that our students have many unmet needs, we concentrate our efforts on four critical areas: education, technology, communication, and career readiness. At HCCS we have developed excellent relationships with our community members and other community organizations. Currently, we have 18 community partners who work diligently alongside us to support our students. We believe that by providing access to education and employment, our students are empowered with the resources to become self-sufficient problem-solvers who can break generational cycles of poverty.

At HCCS we have three Schoolwide Learner Outcomes. Our first is that students will demonstrate measurable achievements each term through assessment. Our second is that students will make progress toward their career goals. Our third and final outcome is that students will use technology to communicate for personal and academic use. Many of our students enroll in our programs deficient in English, academic content, verbal and written communication, and technological skills. We are driven to ensure our students make progress in their academic subject areas, employment and career goals, and in their levels of technological ability.

We believe by offering educational programs for adults who are 22 years old and older and do not have a US high school diploma, we are working towards eliminating educational inequality. The programs and classes we offer are in response to the needs of our students and the needs of our community. We are passionate about equity in education and issues surrounding social justice, and we have an important role

to play in rectifying an equitable educational community. At HCCS we believe in our students; we believe in our community; and we believe that "it's never too late."

1.6: Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate, and balanced in knowledge of core subjects, communication, career readiness, and the use of technology. HCCS students are able to use their intellects to their fullest capacity. Our students become empathetic, collaborative members of the community and are motivated to set and achieve personal, academic, and/or career goals. We develop students who demonstrate proactive empathy towards others through respectful and productive communication. Our teachers guide students to view themselves as global citizens who are empowered and responsible for making positive changes in the world and within the immediate environment. Accordingly, the educated person in California in the 21st century is literate in English and possesses the ability to communicate and function competitively and productively in the workforce and higher education classroom.

Our students seek understanding and peace within a multi-age, multicultural classroom and appreciate and protect the rights of others to do likewise. We proudly participate in helping our students develop personal habits leading to a healthy lifestyle that includes balancing academics, leisure, work, family, and community. Students who have had few opportunities with technology learn how to utilize technology as a tool to succeed within our community.

Our students are SCHOLARS and are proficient in English, Math, Science, and Social Studies/History. As members of the California community, our students communicate effectively and contribute to the world around them. Our students are ready to tackle the challenges and rigor of the college classroom and in many ways are better prepared to share, accept, and challenge new ideas.

Our students are HEALTHY PHYSICAL BEINGS and are knowledgeable of and practice good nutrition, safety, and a healthy lifestyle. We watch them develop habits of physical discipline and health management in ways that provide pleasure, stress release, and fitness.

Our students are COMMUNITY MEMBERS and are able to collaborate with others, cooperate on projects, and manage and resolve conflicts through the communicative tools learned in our classrooms. Our students are motivated and ready to provide meaningful service to others and make significant contributions with developed talents. We proudly send our students into the workforce confident that they will succeed because of the communication, collaboration, and competency they have developed.

Our students are CITIZENS OF THE WORLD and understand the basis of our constitutional democracy and the rights and responsibilities of all, and stay informed on important political, social, and environmental issues. We integrate our very diverse student population within our classrooms and campuses to help develop citizens who are informed regarding other political, social, and cultural systems and who seek to understand and co-exist peacefully.

Our students are MEMBERS OF AN INCREASINGLY TECHNICAL AND INFORMATION-BASED WORLD and, as such, are competent and comfortable using a wide variety of technology as an integral part of life and are open to embracing new alternatives as they become available.

1.7: How Learning Best Occurs

Student learning best occurs at HCCS when our students are successfully connected to the materials and curriculum. Through repetition and exploration, our students explore various concepts and ideas through materials that are designed to promote self-confidence and independence. Students are encouraged to manage and track their own progress by self-checking their work. Tapping into prior knowledge, our students' learning is enriched by the repeated use of materials and reinforcement of familiar content. Teachers blend learning modalities as students learn about Math and Consumer Economics, Life Science, Civics and Consumer Resources, Health and Independent Living, Technology and Computer Literacy, etc. Learning best occurs when our students engage in research and high-level thinking activities. Further, learning is made available as ideas are presented, shared, discussed, and evaluated. Appealing to the whole individual, we place a strong emphasis on creating aesthetically-pleasing classroom environments where students feel safe and secure. Building trust and confidence is another piece that helps connect our students to the materials and curriculum. When our students are offered a safe environment where they can be challenged and successful, they are able to reach their full potentials.

HCCS believes that learning best occurs when:

- students are actively engaged in meaningful tasks,
- a connection is made between what students learn and the real world in which they live,
- individual plans and support is an intrinsic part of the educational program,
- students have some choice in the structure of their own projects and plans,
- work is accomplished individually and as members of a group,
- activities are integrated and meaningful,
- work is developmentally appropriate, leads to success, and is progressively complex,
- meaning is constructed from experiences,
- students are encouraged and expected to learn,
- coaches, mentors, family members, and advocates support the learners,
- students are encouraged to help others learn and to learn from others, and
- students are educated year round.

HCCS is committed to the goal of developing self-motivated, competent, life-long learners. Our curriculum is designed to promote individual initiative, critical thinking, self-reliance, intra- and interpersonal awareness and community involvement.

We incorporate several instructional strategies and learning theories into our teaching practices that are best suited for adults. We recognize that adults have unique learning needs and abilities and we work to engage and challenge our students at every level. Differentiated instruction, content-based instruction, and theme-based instruction ensure that our adult students at different ability levels are engaged. This is important at HCCS because our classes are multi-level. We also use student-centered instructional techniques to ensure that learning objectives are aligned not only to curriculum objectives but also to our students' needs. One key component in student-centered instruction is building on prior knowledge and understanding our students' backgrounds, strengths, and weaknesses. At HCCS our students have very different backgrounds with a variety of skills. It is important that we understand our students' backgrounds, skills, and abilities to help them achieve their goals. We also use project-based learning, a dynamic student-centered approach that engages students to explore real world problems through active learning in long-term, theme-based projects. We engage our students with real and complex problems because our students have real and complex problems. It is imperative that we develop problem-solving and critical thinking skills in our students to ensure that their best learning occurs.

1.8: HCCS Annual Goals and Actions

LCFF STATE PRIORITIES	
GOAL #1	
A reputation in the community for providing quality academic, English language development, and career education to adults who lack a U.S. high school diploma	Related State Priorities: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐
Specific Annual Actions to Achieve Goal	
1. Under the guidance of our Executive Director, HCCS expanded current and new partnerships with Commations unity Based organizations: Asian Resources Inc., Council on American Islamic Relations California, Russian Baptist Church of Bryte, Sacramento Area League of Associated Muslims and the California Black Chamber of Commerce Foundation. 2. HCCS has partnered with various advertising and media outlets such as Afisha Media Group, Jay King, Russian American Media, The Crescent, KSFM, and Ukraine Relief, to reach more potential students. A Back to School open house was held in Fall 2017 to provide resources and information about HCCS and community partners. 3. New student orientation is held weekly at the main campus and some off sites. All new students receive an "It's Never Too Late" t-shirt upon enrollment to promote school unity and pride. Students also receive supplemental supplies in their classroom such as supplies for project-based learning.	
Expected Annual Measurable Outcomes	

Outcome #1: Collaborating with community-based organizations has allowed us to reach students who are in need of quality educational programs. HCCS' ADA is 1250 and has earned an alumni rating of an "A" from former students and graduates' survey.

Metric/Method for Measuring: Average alumni and student rating

Applicable Student Groups	Baseline	2019–2020	2020–2021	2021–2022	2022–2023	2023–2024
All Students schoolwide	1245 students "A" rating	"A" rating	"A" rating	"A" rating	"A" rating	"A" rating

GOAL #2

Provide a great student experience in solving barriers to education such as ability to attend

Related State Priorities:

1 ☐
2 ☐
3 ☒
4 ☐
5 ☒
6 ☒
7 ☐
8 ☒

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal

1. HCCS provides daily bus passes to our students at each of our 23 sites throughout the greater Sacramento region.
2. HCCS has designated a certificated teacher to work part time to coordinate homeless services and housing resources for our student populations.
3. HCCS has placed water dispensers at all of our school sites so students may access filtered hot and cold water throughout the day. Nutritional boxed lunches were provided at numerous sites to our students at no cost throughout the school year.
4. HCCS offers site-based learning with some additional field trips which were paid for from base funds.
5. HCCS partnered with Mental Health California to provide "Mental Health First Aid" training to staff and students. One staff member is attending the California Consortium of Addiction Programs and Professionals (CCAPP) Academy to become a substance abuse specialist and provide support to

students. Four school counselors also provide day-to-day mental health support.

Expected Annual Measurable Outcomes

Outcome #1: HCCS presently provides play care, free bus passes, employment services, mental health resources, housing resources, and clothing closets. Our goal for attendance was 64%, and we are on track to approach 75%.

Metric/Method for Measuring: Average daily attendance (increase by approximately 3% annually)

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	67%	67%	70%	73%	75%	78%

GOAL #3

Support students and alumni to meet their educational and employment goals

Related State Priorities:

1 ☐
2 ☐
3 ☒
4 ☐
5 ☒
6 ☒
7 ☐
8 ☒

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal
1. HCCS invested in 21 paraeducators to support all high-needs students. Four full-time and three part-time paraeducators who assist in seven classrooms were added this year. 2. Two Transition Specialists provide comprehensive career coaching services to current students and alumni. Two college transfer fairs with Sacramento City College were held to assist students with their transition to college and navigating financial aid. Four school counselors also work with students on setting goals, career exploration, and other career and college counseling services. 3. Students are recognized for perfect attendance on a weekly basis to promote students persistence. A student rally was held in the spring at the Grand Avenue campus to recognize student achievement. 4. A peer mentor provides follow-up services for our alumni students and provides resources and assistance with transitioning out of high school and into colleges and careers. 5. HCCS provides assistance with exams for California Department of Education Credentialing, Cosmetology, CPR certification for students, Department of Motor Vehicles and Department of Transportation Physical Examination fees for Truck Driving Career Technical Education participants.

Expected Annual Measurable Outcomes
Outcome #1: HCCS has supported student and alumni achievement by investing in additional paraeducators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our schoolwide GPA goal of 2.77 to 2.44. HCCS is on course to meet our high school graduation goal of 40%. We exceeded our goal of 60% for non-exempt alumni gaining and maintaining employment with 59%. And 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%. **Metric/Method for Measuring**: Number of students with either clear goals, GPA, graduation rates, alumni employment and college enrollment rates

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	99% of students identified a goal GPA 2.77 HS graduation rate [40%] Alumni employment [59 %] College enrollment rate [19%]	95% 2.80 40% 59% 19%	95% 2.85 43% 62% 20%	95% 2.85 45% 65% 23%	95% 2.85 50% 65% 25%	95% 2.85 55% 65% 25%

GOAL #4

Students will become productive members of society.	Related State Priorities: 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☒ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐

Specific Annual Actions to Achieve Goal

1. Students traveled off site to a Winter Festival with their children. They were exposed to different cultures and volunteered with their children and other students' children. Students also received a financial literacy course on-site through Sierra Central Credit Union.
2. Student Leadership meetings are held monthly, and these students are tasked with fundraising, budget advisory, and special events. ELAC and LCAP advisory meetings were held for stakeholder input and feedback.
3. New relationship with federal parole was developed, our Transition Specialists attend on a regular basis and provide services to ex-offenders. Two Transition Specialists also provide ongoing support for our ex-offender students.

Expected Annual Measurable Outcomes

Outcome #1: HCCS provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Metric/Method for Measuring: The percentage of long-term students participating in service learning, the total number of members of Student Advisory Committees, the suspension and expulsion rates (which will be reflected on its own in the 2019-2020 LCAP), and ex-offender known recidivism rate

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

All Students schoolwide: (Service Learning, Advisory, Suspension, & Expulsion) Ex-offender Students (Recidivism rate)	29% of long-term students participating in service learning @ 1x/year 15 max student members of Student Advisory Committees Suspension rate 0% Expulsion rate 0% Recidivism rate N/A	30% 15 0% 0% N/A	30% 15 0% 0% N/A	30% 15 0% 0% N/A	35% 15 0% 0% N/A	35% 15 0% 0% N/A

GOAL #5	
Support parents in their support of America's next generation	Related State Priorities: 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐
Specific Annual Actions to Achieve Goal	

1. No-cost childcare for students was expanded to one site with high school and elementary education. A part-time teacher was hired to provide education and development activities to preschool-aged children.
2. A teacher was hired to provide parent education part time to our elementary English language learners as well as to our high school students.

Expected Annual Measurable Outcomes

Outcome #1: Of the 79% of HCCS's students who have children, 67% are actively parenting. Our expansion of play care programs and summer camp activities provide a rich learning environment while allowing their parents to attend school. HCCS' partners with both Twin Rivers Unified School District and Family Hui program to provide supplemental parent education programs.

Metric/Method for Measuring: The number of HCCS student/parents served and the number of TRUSD parents served

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide:	1552 HCCS's student/parents 1052 TRUSD student/parents (currently 67%)	45% Targeted	45% Targeted	45% Targeted	45% Targeted	50% Targeted

GOAL #6

HCCS will actively support the economy of the community and California by assisting low-income students in obtaining livable-wage careers.

Related State Priorities:

1 ☐
2 ☐
3 ☐
4 ☒
5 ☐
6 ☐
7 ☐
8 ☐

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal
1. A teacher on special assignment along with some CTE teachers continued to work developing new courses, aligning our current Career Technical Education pathways and exploring new programs such as a Digital Media program via the Arts Media and Entertainment pathway. Exploration of a culinary and entrepreneurship program for students and how this might become a pathway. We continue to offer child care careers, entrepreneurship, cosmetology, Information Technology, office careers, and Truck Driving where students can earn a Class A License. 2. Equipment to expand and enhance our current CTE programs including supplies for Child Development and Truck Driving.
Expected Annual Measurable Outcomes
Outcome #1: HCCS is committed to student success and providing opportunities to obtain a livable-wage career. HCCS provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education Careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Cosmetology, Manicuring, Entrepreneurship, and Culinary Arts. **Metric/Method for Measuring**: CTE program participation and completion rates of long-term students

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
CTE Students	7% CTE participation rate 31% CTE completion rate	12% 36%	17% 41%	22% 46%	27% 51%	32% 56%

GOAL #7	
Support adult immigrants in becoming part of the United States of America by helping them learn English, citizenship, civics, and other relevant basic skills and knowledge.	Related State Priorities: 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐

	2 ☐

Specific Annual Actions to Achieve Goal

1. HCCS has significantly increased our certificated ESL staff and elementary program through base fund expenditures. Supplementary classes such as conversation, computer literacy, and phonics are funded through supplemental and concentrated funds.
2. Our focus as a school has shifted towards transitioning students into our High School Completion program from our ELD program. We continue to provide HiSET instruction at our Maple campus. The instructor at Cosmo Beauty Academy provides instruction in Spanish in all academic subjects to individual students as required.
3. Three Bridge classes are taught to assist English Language Learners with the transition into our High School Completion program. We have 30 students who have been promoted this year. HCCS has also assisted 76 students in obtaining their United States citizenship through our Citizenship English Language Development courses.

Expected Annual Measurable Outcomes

Outcome #1: We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment, exceeding our goal of 52%. Shifting significant resources and obtaining additional paraeducators has been highly effective.
Metric/Method for Measuring: The percentage of long-term English learners who make "significant progress" (expected 30pt gain annually) on the CASAS Reading, Listening, and Math assessments, HCCS Writing and Speaking assessments and ELD rubrics.

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
English language learners	52% of English learners made significant progress (max. 30 pt. gain) on assessments	52%	55%	55%	58%	60%

GOAL #8	
HCCS will have excellent teachers.	Related State Priorities: 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐

	8 ☐
	Local Priorities: 1 ☐ 2 ☐

Specific Annual Actions to Achieve Goal

1. There are 38 teachers in the Designated Subjects credentialing program with the San Diego County Office of Education. Three teachers are also going through the Sacramento County Office of Education Teacher Induction Program. We currently support nine mentors for the Designated Subjects Program and two mentors for the Teacher Induction Program. A teacher on special assignment continues to coordinate and support the mentor teachers.
2. One Thursday per month, two hours are designated for professional development. A three-day professional development session is held twice per year. Staff are surveyed annually to address professional development needs that will be addressed at a professional development retreat. Lead teachers also design and implement professional development for their peers. Teachers attend various technology conferences.

Expected Annual Measurable Outcomes

Outcome #1: HCCS exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to HCCS with master's degrees and a wealth of teaching experience but need their Designated Subjects Credential.

Metric/Method for Measuring: The number of teacher misassignments, the percentage of elementary and secondary teachers without a credential

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	The # of teacher misassignments is 0 The percentage of elementary and secondary teachers without a CTC credential is 19%	0 19%	0 15%	0 10%	0 10%	0 0%

GOAL #9

A safe school environment that is conducive to student learning.	Related State Priorities: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐

Specific Annual Actions to Achieve Goal

1. A Facilities Manager was hired to address our expansion and also update our existing facilities. Our Facilities Manager has coordinated repairs, painting, updates, moves, and implemented safety standards across our maintenance department.
2. Upon the recommendation of our authorizer, School Safety was reclassified as a base funding expanse. A Security Patrol Officer was hired at one site at the request of unduplicated students.

Expected Annual Measurable Outcomes

Outcome #1: Throughout our various locations, all staff have been trained in sexual harassment; many have received training in CPR and the Catapult Safety Systems in partnership with the TRUSD. Proposition 39 has provided funds to significantly improve exterior/interior lighting.

Metric/Method for Measuring: The overall School Accountability Report Card (SARC) facilities rating

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	The overall School Accountability Report Card (SARC) facilities rating of good with an average safety rating of 4.2	4.2	4.5	4.8	5	5

GOAL #10

Curriculum and instruction materials that support student success including appropriate technology	Related State Priorities: 1 ☒ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐

Specific Annual Actions to Achieve Goal

1. A teacher on special assignment has worked with individual teachers and sites to promote instructional excellence, Common Core State Standard implementation, and content specific standards. The teacher on special assignment has developed resources to support instruction and promote student learning as well as supported teachers through coaching, modeling, and professional development. In addition, the teacher on special assignment has provided teachers support for students with 504 plans via professional development and technical assistance in the areas of curriculum, instruction, and compliance.
2. Supplemental and concentration funds were used to purchase 90 laptops, 4 charging stations, and 150 headphones for students. WIOA grant money was leveraged to purchase 195 additional laptops, 145 headsets, 100 computer mice, and 8 charging stations.
3. HCCS purchased English Language Development workbooks and Cambridge readers. *Keys to Algebra* was purchased to supplement high school algebra.
4. Science lab supplies were purchased for our science classrooms.

Expected Annual Measurable Outcomes

Outcome #1: A teacher on special assignment has worked with teachers and paraeducators to promote instructional excellence, Common Core standards implementation, and content specific support. The teacher on special assignment has developed resources to support instruction and promote student learning.

Metric/Method for Measuring: The percentage of curricula that is aligned with California State Standards and the percentage of students who have access to sufficient instructional materials. Student success is measured by "significant progress" on the CASAS Reading, Listening, and Math assessments, HCCS Writing and Speaking assessments, HS and ELD rubrics, course completion and level advancement, program completion, and graduation rates.

Applicable		2019-	2020-	2021-	2022-	2023-

Student Groups	Baseline	2020	2021	2022	2023	2024
All students schoolwide	100% of curricula aligned with California State Standards	100%	100%	100%	100%	100%
	100% of students have access to materials	100%	100%	100%	100%	100%

1.9: How the Goals of the Program Enable Students to Become Self-Motivated, Competent and Lifelong Learners

At HCCS our goals are to enable students to become self-motivated, competent, and lifelong learners. By removing barriers to education, assisting our students in achieving their goals, and in helping our students to obtain livable-wage jobs, we inspire our students and provide the tools for them to be self-motivated. In order for our students to be competent, we support them with materials, resources, and quality instruction. We also support our students to be competent in technology by providing them with access to laptops, computers, and the basic computer skills necessary for the 21st century. For our students who are also parents, we provide free play care for their potty-trained, non-school-aged children. We want our students to be lifelong learners who are great parents, critical thinkers, and problem solvers who are productive and active members of society. To encourage our students in their lifelong learning, we integrate our immigrant population to be part of the United States and part of our community, to learn English, and to become civic-minded people engaged in local events. Additionally, we have provided valuable training such as CPR to ensure lifelong safety. Our goals ensure that we are supporting our students in areas where they need it most by providing access to the tools and resources they need in order to reach their goals.

Instructional Design

1.10: Overall Curricular and Instructional Design Informed by Key Educational Theories and Research

HCCS Curriculum Standards

We are a very unique school in that while we serve adults, we are teaching content at many levels. Within our ELD and high school programs, we teach: reading, writing, speaking, listening, math, science, technology, health, civics, and social science, often integrating several subjects into a single lesson. In order to meet the California Common Core State Standards, ELD standards, and all of the adult education standards, our curriculum was developed and adapted in alignment with seven sets of standards:

- California Common Core State Standards (CCSS)
- California English Language Development Standards (CA ELD)
- California English-as-a-Second-Language Model Standards for Adult Education (CA ESL MSAD)
- Comprehensive Adult Student Assessment Systems (CASAS) content standards and competencies
- Workforce Innovation and Opportunity Act (WIOA)
- Western Association of Schools and Colleges

- National Reporting Systems (NRS) standards for English as a Second Language (ESL) Educational Functioning Level Descriptors

Our content and themes are based primarily on the California Common Core State Standards and the Comprehensive Adult Student Assessment System content standards and competencies. The remaining standards were integrated into the leveled objectives by program and subject. Our curriculum objectives are the foundation of our instruction. Our monthly themes are aligned with CASAS competencies and WIOA's English Language Civics themes and provide additional teaching and learning opportunities in high interest topics related to essential daily tasks and community engagement.

Curriculum Goals and Principles

At Highlands Community Charter School, we understand the importance of providing a curriculum of depth, breadth, and rigor, which is why we develop and adapt curriculum in alignment with the above standards.

We believe that our students are worthy of academic excellence, and we strive to ensure that they believe it as well. More than this, we know that in order to fully live our vision, mission, and motto, the curriculum we deliver to our diverse student population must additionally meet our own internal curricular goals and core curricular principles.

Our HCCS Curricula Goal

At HCCS it is our goal to develop and deliver a curriculum that is:

★ Concise, Balanced, and Accessible without Compromising the Integrity of the Curriculum.

Our Core Curricular Principles

1. Industry Standards: Generally accepted, respected, and practiced teaching conventions
2. Sound Learning Theory: Current, relevant, well–researched theories about the processes by which people learn
3. Supported Sound Instructional Practices: Teaching approaches, methods and strategies identified as effective in moving students forward in their learning
4. Supportive Materials and Resources: Tangible items used to support instruction and achieve expected outcomes
5. Valid and Reliable Assessment Strategies: Ongoing tools that accurately measure student learning and produce consistent results

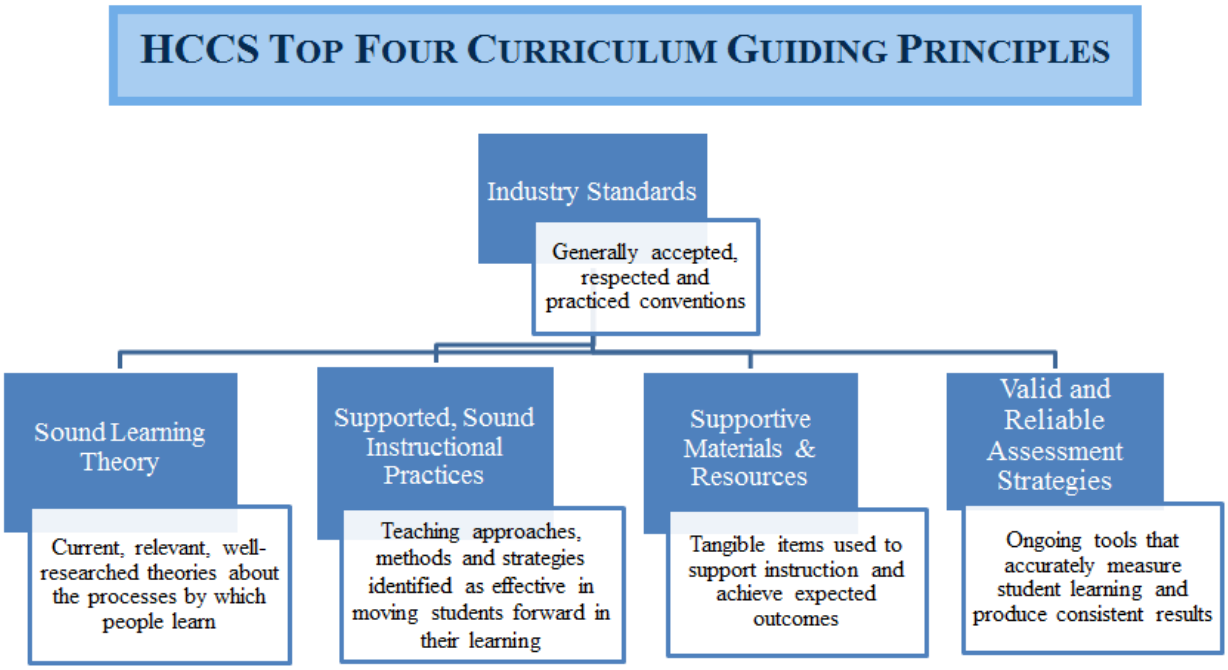

The Educational Program

Our instructional division is made up of administrators, coordinators, specialists, a counseling team, a teaching team, an assessment team, and an academic support team.

Adult Education Learning Theories

At HCCS we rely on research and educational learning theories in designing our educational programs because we know that our adult students have different needs than students in traditional K-12 schools. In order to meet the diverse needs of our students, we consider adult learning theories, sociocultural theories, differentiated instruction, content-based instruction, theme-based instruction, and student-centered instruction.

According to Malcolm Knowles (1980), there are several key factors that separate children from adults in terms of motivation, experience, readiness, and problem-solving abilities. According to Ryan Tracey in his 2009 article *Adult Learning Principles? Sminciples!,* Malcolm Knowles' theories on adult learners state that, "Adult learners are self-directed, bring experience with them to the learning environment, are ready to learn, are problem-oriented, and are motivated to learn by internal factors." Patricia Cross (1981) characterizes adult learners by motivation, personal characteristics, life circumstances, and focuses on personality differences between adults and children. According to Cross, individual elements that impact adult learners include physiological, sociocultural, and psychological factors. Along with personal elements, Cross emphasizes the impact of full-time versus part-time instruction and whether it's mandatory or voluntary. While Knowles asserts that adult learners are motivated by internal factors, Cross offers several sources of motivation for adult learners including social, external, social welfare, personal achievement, escape, and personal fulfillment. Cross also emphasizes that adults are usually voluntary learners. They are more likely than children to be insecure about their learning, and they usually want to solve their problems.

At HCCS we respect and appreciate that our students are adults and come to us with life experiences, employment, and educational histories. Every single student has unique skills and abilities. Our teachers

and counselors get to know students and their backgrounds in order to understand not only their educational areas for growth but also their goals, motives, and their problems. We know that each student is overcoming a unique set of obstacles. By understanding our students as people, we can work with them to accommodate their learning styles and ultimately assist them in achieving their goals. While some of our students come to us with a great deal of confidence, others need a great deal of encouragement and support in their personal, academic, and career aspirations.

Sociocultural Theories

According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-word participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013). The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is defined as, "a process of setting up" the situation to make the student's entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner's ZPD.

At HCCS we value meaningful, real world communication, interaction, participation, and authentic language, and we utilize it in our educational programs. We do this in our classrooms and in our community field trips. In our English Language Development program, we emphasize English conversation practice that takes place in real-life scenarios and situations such as at doctor's appointments and hospitals, grocery stores, schools and colleges, libraries, job interviews, the DMV, post office, etc. In our high school English program, our teachers use weekly themes to address real world issues. The problem based lessons are based on our students' needs and current events. These lessons are introduced and students' use role playing, presentations, internet research, and paragraph writing to demonstrate understanding. Our CTE programs strongly emphasize practical hands-on experiences and real-world learning. Truck driving, early childhood education, cosmetology, manicuring, and our computer technology programs all rely on real world practice and problem solving to engage our students.

Our teachers, students, and staff value field trips, and it is reflected in our LCAP data and budget. Many English Language Development, high school, CTE, and Citizenship teachers take our students on engaging and educational trips outside of their traditional learning environments. Past field trips include Sacramento's State Capitol, several Sacramento Public Libraries, Raley Field and a Sacramento River Cats baseball game, Sacramento City College Information sessions, resume workshops, a 4th of July fireworks display in Old Town Sacramento, Crocker Art Museum, Sutter's Fort and Indian Museum, The Sacramento History Museum, Lighthouse Charter School, Mission North Park, a parenting class hosted by UC Davis' MIND Institute, multiple career fairs, and many others. Hundreds of our students have benefited from these field trips, and they have greatly contributed to our students' learning, cultural awareness, community involvement and participation. These field trips and experiences give our students opportunities to interact within our community and learn through meaningful real life experiences.

Differentiated Instruction

Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy,

Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exists in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, it is imperative that teachers understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005). Once they do, teachers can take a single concept or theme and facilitate learning at a variety of levels. Students can then demonstrate subject mastery in a variety of ways. Differentiated instruction takes many forms, and it requires the strategic use of groups and flexibility. Most of the teacher's work in differentiated instruction occurs before, not during class. The teacher selects a theme and then chooses learner outcomes. In differentiated instruction a teacher might allow students to select their method of assessment and delivery such as writing a paper, giving an oral presentation, making a website, writing a poem, making a storyboard, creating a PowerPoint Presentation or a Prezi, or making a short documentary.

At HCCS we have multi-level adult classes with students of varying abilities in our ELD, high school, CTE, and citizenship programs. Our students speak different languages and come from different countries. Some of our students come to us with advanced degrees from other countries where they were doctors and engineers, and others have had no prior education. In our high school program, some of our students come to us with almost enough credits to graduate, and other students come to our program without any. Every student comes to HCCS at a different level. Each student has their own learning style, interests, and abilities. We recognize the differences in our diverse student population and utilize differentiated instruction to ensure we meet the needs of all our students.

Content-Based Instruction (CBI)

In order to meet the depth, breadth, and rigor set forth in our ambitious schoolwide curriculum objectives that are written in alignment to the multiple sets of standards listed above, we implement content-based instruction practices in our classrooms. At HCCS we make every effort to ensure that students are given ample and meaningful access to content competencies as well as practice with the necessary skills to critically analyze content in which they are exposed. Employing content-based instruction strategies in our classroom is one way our teachers meet the rigorous requirements of our curriculum.

For our ELD learners who are developing foundational, language-domain skills like reading and writing, the role of context is fundamental to supporting their language and literacy development. Content-Based Instruction provides the context rich materials of our content curriculum for their skills development.

Perhaps the most important thing to note is the ever-widening gap in vocabulary that will forever impede the academic progress of ELD learners of all ages. Content-based instruction is one tool we use at Highlands Community Charter School to help bridge the vocabulary gap of our non-native speakers and native non-literate readers alike.

Content-based instruction is founded on important principles, but its success depends on the details of its implementation.

Sound teaching practices that our teachers integrate into content-based instruction classrooms

1. Extended input, meaningful output, and feedback on language and grasp of content
2. Information gathering, processing, and reporting

3. Integrated skills
4. Task-based activities and project work, enhanced by cooperative learning principles
5. Strategy training
6. Visual support
7. Contextualized grammar instruction
8. Culminating synthesis activities

Methods we use to promote the acquisition of content (and language)

- We make sure that our learners consider input from a variety of sources representing diverse perspectives on related subject matter.
- We guide our students in revisiting input for different purposes.
- We ensure that our students have many opportunities to synthesize knowledge that originates from multiple sources.

Approaches we use for building curricular coherence

- We scrutinize the ways we define instructional units – themes are central ideas and topics are subunits of the theme.
- We use planned transitions across topics and across tasks within topics.
- We consider threads – links across themes in curriculum development.

Theme-based Instruction

At HCCS we select monthly, schoolwide themes for our ELD program. Our aim is to engage students at every level using that theme while teachers focus on level appropriate content.

Themes for the 2018–19 school year:

- July- Technology
- August- Goals
- September- Educational systems
- October- Employment
- November- Laws/ Government/ Immigrant Rights
- December- Consumer Economics
- January- Health
- February- Housing
- March- Transportation Systems
- April- Emergencies
- May- Food/ Nutrition
- June- Family/ Parenting/ Family Resources

Student-Centered Instruction

Student-centered instruction is teaching and lesson planning that focuses on students. As teachers, we must get to know our students, their backgrounds, what they know, how they learn, and their goals. Teachers can then design lessons to build on student knowledge and focus on teaching topics that are relevant and meaningful to students. This is especially important in adult education where students are electing to continue their education. We demonstrate student-centered instruction by working with our students to choose topics and themes for each month.

Based on the five assumptions, Knowles also presents the four principles of Andragogy which HCCS also considers when designing curriculum and instruction for our students:

- Adults need to be involved in the planning and evaluation of their instruction

- Experience (including mistakes) proved the basis for learning activities
- Adults are most interested in learning subjects that have immediate relevance and impact to their jobs or personal lives
- Adult learning is problem-centered rather than content-oriented

Although adult learners are responsible for their own decisions, we believe that it is our responsibility to encourage and guide students to make the decisions that are best suited for them. We are confident that all students can learn and grow from our staff who are dedicated to student achievement and building relationships that will last a lifetime. Our ELD and high school programs are essential to the success of our adult learners. Our students have come back to school to change their lives, and we believe that it is our duty to ensure it happens.

1.11: HCCS Curriculum and Instruction

Innovative Curricular Components

Adult Literacy

At HCCS we believe it is imperative for our students to be able to read and write. Without reading and writing skills, they will not be able to achieve their academic or career goals. Many of our students enroll with us at a low reading and writing level. In response to this, we created programs for both our ELD and high school students. We hired a Lead Literacy Teacher and a Reading Specialist, and we created a Remedial Literacy course for our ELD students. This course is intended for students who are progressing in all of their subjects but need support with reading. For our high school students, we created two remedial reading classes. These classes focus on phonemic awareness, sounds, and pronunciation. When classroom teachers notice that a student is falling behind, they are referred to either a specialist or a remedial class. By providing additional literacy support for our students, we ensure that they are able to read and write.

Outcomes-Based Learning

At HCCS we have created extensive curriculum objectives aligned to California Common Core Standards, and we have implemented monthly themes that relate to CASAS competencies and English Language Civics Objectives supported by WIOA. These serve as the foundations of our curriculum. Within our themes, classes, levels, and objectives, we utilize outcomes-based learning. We begin our lessons with a desired outcome and then work with our students to develop the skills they need in order to meet the outcome. This is relevant at every level of instruction in both of our programs. In the ELD program, we focus on tasks such as reading a short book, writing a paragraph, having a short conversation, giving an informal presentation, or completing a job application. In our high school program, we focus on tasks such as reading a novel, writing an essay, having a debate, giving a formal presentation, and completing a college application. In CTE, students demonstrate their understanding based on their respective program. In Truck Driving, students practice safe truck-driving techniques they have learned. At Cosmo Beauty Academy, students demonstrate their learning through the applied practice of the cosmetic and manicuring techniques they have learned. We believe that by ensuring our curriculum objectives are aligned to standards and by using outcomes based learning, all of our students are focused on the immediate learning goals. Our standards are high; the expectations are clear; and we support our students in reaching program and course objectives.

Proficiency Requirements

We believe that we get the best work out of our students when expectations are high. This is why, at HCCS, we ensure that our students are meeting our rigorous standards before they are promoted to the

next level or before they pass a class. Although proficiency requirements are different for our ELD and high school programs, both require students to perform at a high level of mastery. In order for one of our ELD students to complete a level and move up to the next class, they must receive the highest grade available in the course. In our ELD courses, students are eligible to receive one of four grades for each subject: M, A, D, or E. The grade of M indicates that the student is meeting or exceeding the standards and objectives of the class for their level. Until our students have earned this grade, they remain in their class. In our high school program, students are graded on a traditional grading scale of A-F. In order for a student in high school to pass a class, they must earn a C or better. If they do not earn a C or better, the student must complete supplemental assignments to pass the course and earn credits toward graduation.

The grading criteria for our high school students includes successful completion of all coursework, papers, projects, presentations, and end-of-unit tests required in any given course. The grading criteria for ELD students includes CASAS reading and listening assessments as well as the successful completion of all coursework, papers, projects, presentations, tests and end-of-term exams which cover all skills taught. High school and ELD instructors will use rubrics aligned to standards found on the HCCS alignment matrices to guide their grading process of all coursework, papers, projects, presentations, end-of-unit/term exams and final course/level grades.

Student Success

Our students' success is very important to us, and one way we ensure their success is through our student support services. Through our student support services, we offer assistance with classwork, homework, resume writing, job search, job fairs, mock interviews, career advising, FAFSA support, college applications, college advising, housing services, homeless services, and expungements. Over the last year, we have grown and now offer field trips, student support groups, one-on-one college and career advising, and workshops geared toward college and career readiness. Our student success team contacts our high school and CTE graduates to find out whether they are employed or attending college, whether part-time or full-time, and their hourly wage. At HCCS we want all our students and our alumni to be successful.

Intervention and Enrichment

Attendance Policy

At HCCS we say that progress requires commitment and commitment requires attendance. We believe that attendance is crucial for our students' success. When our students are not present in class, we contact them either by email, text, or a phone call. We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available either at HCCS, at one of our partner organizations, or at an external location.

Homework Policy

At HCCS we believe that level and content appropriate homework improves students' understanding of classwork and improves academic performance. While homework is not required for most of our classes, we do assign up to two hours of optional daily homework for students who want or need supplemental practice. According to our policy, homework is due the class after it was assigned. For example, homework given on Monday is due on Tuesday, and homework given on Friday is due on Monday. Homework is not given to students who are absent for that day. For example, a student who is absent on Tuesday will not be given homework for Tuesday. Students will not be able to get homework from their friend or teacher once the class is over. All homework should be completed by the student. Students can get help with their homework, but family and friends should not write or complete homework for them. All homework should be in the students' handwriting. Also, students can work together after class, but

students should not copy each other. Each student should have their own answers. Cheating will result in no credit for homework for that day.

Independent Study
We believe it is important for our students to have the flexibility, study skills, motivation, and discipline to work and study independently. At HCCS we have two options for students interested in independent study: service-learning and field study.

Service Learning
Service learning is a one-day, independent study option where students volunteer in the community. Examples of appropriate service-learning opportunities include:

- Cleaning up a park or public place
- Working at a local school
- Volunteering at a local hospital
- Working at a local library
- Feeding the homeless
- Reading to children at after school program
- Helping at a cultural event in the community

Service learning is usually offered by teachers at HCCS when there is professional development or teacher training for all teachers. It is an opportunity for students to engage in the community. Students complete a form that includes their personal information and asks for a description of what they did for their service learning. They are also required to have someone verify the number of hours of participation.

Field Study
Field study is an independent study option where students can study for up to seven consecutive days at home and receive classroom credit. In field study, a teacher creates daily work assignments. These work assignments are similar in level and content to traditional coursework and should take approximately the same amount of time to complete as the daily class. If the normal class is one hour, then the teacher provides one hour of work. If the course is four hours, the teacher provides approximately four hours of work for the students to complete at home.

Field study is typically offered to students during times when they are unable to attend class. Common reasons for students to enroll in a field study include but are not limited to the following:

- They are observing an important cultural holiday or celebration.
- They are traveling.
- They have a family emergency.
- They have a medical condition.
- Their children are home from school and they don't have childcare.
- They do not have transportation for a set period of time.
- They have family visiting from overseas

In order for students to participate in field study, they must complete a master agreement and agree to complete the work in a set amount of time. After the field study period is complete, students must turn in the completed work to their teacher. At that time, the teacher checks for completion before giving credit.

Here at HCCS we have a diverse student population that comes to us from all over the world. They have religious holidays that are not recognized by the federal government. We recognize the value of their beliefs and traditions, and we support them by providing the opportunity for them to celebrate their

culture with their families while still continuing their coursework. We also understand that our students have children, families, emergencies, and sometimes situations that do not make it possible them to attend class. While we firmly believe that attendance is crucial for their success, we believe that by providing our students with supplemental materials and work, they do not have to choose between learning and religion or learning and family.

Counseling Services

We are proud to have highly trained, compassionate counselors who support each and every student. Our counselors are able to provide assistance and information on many issues including:

- Family issues
- Personal issues
- Conflict management
- Career counseling
- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Curricular and Instructional Materials

Textbooks and Instructional Materials	
Core Curriculum Area	**Textbooks and Instructional Materials/Year of Adoption**

<table>
<tr><td>Reading/Language Arts</td><td>English Language Development- Reading
<table>
<tr><th>Book/Resource</th><th>Publisher</th><th>Adoption</th></tr>
<tr><td>Ventures 1 - 4</td><td>Cambridge</td><td>2014</td></tr>
<tr><td>Basic English Grammar</td><td>Pearson</td><td>2014</td></tr>
<tr><td>Grammar Form & Function</td><td>McGraw Hill</td><td>2014</td></tr>
<tr><td>Side by Side</td><td>Pearson Longman</td><td>2014</td></tr>
<tr><td>Heinle Picture Dictionary</td><td>Cengage</td><td>2014</td></tr>
</table>
High School:
<table>
<tr><th>Book/Resource</th><th>Publisher</th><th>Adoption</th></tr>
<tr><td>Edge Levels A - C</td><td>Hampton Brown</td><td>2014</td></tr>
<tr><td>English I – IV (Online)</td><td>FLVS</td><td>2014</td></tr>
</table></td></tr>
<tr><td>Mathematics</td><td>High School Mathematics
<table>
<tr><th>Book/Resource</th><th>Publisher</th><th>Adoption</th></tr>
<tr><td>California Algebra (2008)</td><td>Glencoe</td><td>2014</td></tr>
<tr><td>Keys to Algebra</td><td>Key Curriculum Press</td><td>2014</td></tr>
<tr><td>CA Algebra Readiness (2008)</td><td>Glencoe</td><td>2014</td></tr>
<tr><td>Pre-Algebra (Online)</td><td>FLVS</td><td>2014</td></tr>
<tr><td>Algebra 1 (Online)</td><td>FLVS</td><td>2014</td></tr>
<tr><td>Geometry (Online)</td><td>FLVS</td><td>2014</td></tr>
</table></td></tr>
<tr><td>Science</td><td>High School Science
<table>
<tr><th>Book/Resource</th><th>Publisher</th><th>Adoption</th></tr>
<tr><td>California Life Science</td><td>Holt</td><td>2014</td></tr>
<tr><td>Physical Science (Online)</td><td>FLVS</td><td>2014</td></tr>
<tr><td>Earth, Space Science (Online</td><td>FLVS</td><td>2014</td></tr>
<tr><td>Marine Science (Online)</td><td>FLVS</td><td>2014</td></tr>
<tr><td>Biology (Online)</td><td>FLVS</td><td>2014</td></tr>
</table></td></tr>
</table>

History & Social Science

English Language Development- Citizenship

Book/Resource	Publisher	Adoption
Citizenship	New Readers Press	2014
Psychology, Principles & Practices	Holt	2014

High School- History & Social Science

Book/Resource	Publisher	Adoption
CA World History: The Modern World Era	Pearson	2014
World History (Online)	FLVS	2014
The American Vision: Modern Times	Glencoe	2014
CA Economics: Principles in Action	Pearson	2014
American Government (2007)	Macgruders	2014
American Government (Online)	FLVS	2014
American History (Online)	FLVS	2014
Economics: Principles in Action (Online)	FLVS	2014
Economics with Financial Literacy (Online)	FLVS	2014
Psychology, Principles & Practices	Holt	2014
Psychology (Online)	FLVS	2014

1.12: Comprehensive Course List

ELD Course Descriptions

Non-Literacy - Level 0

In this course students will learn the foundational principles of English and basic communication skills. This is a combined skills class where students will work on reading, writing, speaking, and listening. The content of this course is focused on daily living and prepares students for formal and informal social exchanges. Special emphasis is placed on building phonemic awareness, vocabulary building, and sharing personal information.

Literacy - Level 1

In this course students will further develop their reading and writing skills with a strong emphasis on sentence completion and accuracy. Students will delve deeper into grammatical structures of English and will continue to expand their use of verbs. The content of this course focuses on authentic language used in a variety of settings. This course prepares students to communicate during daily events and routine activities.

Beginning Low - Level 2

This course focuses on clear speaking and pronunciation using authentic language. In writing, students focus on spelling and mechanics and legibility while in reading they focus on sight words. Conversationally, the focus is on asking and answering "*Wh*-" questions and comprehending brief messages. During this course, students brainstorm ideas as well as plan and deliver brief oral presentations.

Beginning High - Level 3
In this course students will learn and use a growing number of verb forms, compare and contrast ideas, offer and negotiate meaning using evidence, paraphrase, comprehend morphological changes, and distinguish homophones.

Intermediate Low - Level 4
In this course students will use their reading, writing, and speaking skills to deliver oral presentations. There is a strong emphasis on complex sentences, exchanging ideas, and making connections between joint ideas. During this course, students will read and comprehend moderately complex passages and ideas with specialized vocabulary with the purpose of identifying the main idea. There is a special emphasis on writing well organized summaries.

Intermediate High - Level 5
In this course students will use complex sentence structure and grammar and incorporate supporting opinions into their productive tasks. There is a strong focus on increasingly complex multi-paragraph compositions and referential language as well as understanding detailed instructions. During this course, students are required to draw from personal experiences to infer meaning and to collaborate on projects. This course emphasizes the integration of word processing skills in written communication.

Advanced Low - Level 6
This course is designed to begin developing the foundational skills necessary for academic success in a mainstream high school and even college level class. It focuses on advanced reading and writing strategies and implements technological and research skills. Through thematic readings, students engage in critical evaluations of texts. Special emphasis is placed on writing revisions and feedback, group projects, and presentations.

Advanced High - Level 7
This course is designed to support students who are transferring from the ELD program to high school English. It focuses on improving reading comprehension skills, logical thinking processes, and a broad range of writing skills, from the expository to the creative. It covers the basics of language, literature and written composition. In this course students will explore literature genres, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing. At the completion of this course students, should be ready for high school English.

Citizenship
This course is designed for students to learn the basic knowledge of U.S. government, history, civics, reading, and writing skills and to prepare for, apply for, and pass the USCIS Citizenship Exam. Language functions and language forms are integrated into listening, reading, writing, and speaking activities, all designed to improve the student's ability to take and pass the USCIS exam. Through lectures and individual and pair/group participation, the student is exposed to the language needed to prepare for the reading, writing, and interview portion of the USCIS exam.

High School Course Descriptions

Foundational Mathematics

This course reinforces arithmetic skills, developing the pre-algebra concepts of variable recognition, signed numbers, formulas, and single variable equations. Students will be introduced to algebraic symbolism, simplifying expressions, solutions to elementary equations, and the graphic representations associated with variables.

Pre-Algebra
This course provides an introduction to elementary algebraic concepts while reviewing basic math skills. It is a self-paced course with credits dependent on work completed and concepts mastered. The course first revisits prerequisite skills to ensure students have foundational math concepts that are vital for higher math courses. The course curriculum is closely aligned to California State Math Standards which can be located throughout the textbook throughout each chapter.

Students will learn to think flexibly about relationships among variables, expressions and properties, integers and equations, fractions, decimals, exponents and roots, ratios, rates, proportion and percents, algebra on coordinate plane, geometry basics, and critical thinking with word problems. Students will learn to recognize and understand how to convert fractions to decimals and percents while using these representations in estimation, computations, and applications. Students will investigate and explore mathematical concepts while developing a variety of strategies for analyzing complex situations. The course will show a connection between computational and applied math while making meaningful connections to students' life experiences: calculating discounts, markups, commissions, and profit. Students will evaluate simple and multi-step equations and inequalities while using the correct order of operations when solving numerical and algebraic expressions. Lastly, students will be analyzing situations numerically, graphically, verbally, and symbolically throughout the course.

Algebra 1
Algebra 1 is designed to help provide students with the foundation for all future mathematics courses. Students will explore operations, terms and expressions, equations, polynomials, rational numbers, multiplying and dividing rational expressions, adding and subtracting rational expressions, graphs, systems of equations, and square roots and quadratic equations. Common Core standards are taught and reinforced as the students learn how to apply the concepts in real life situations. Algebraic skills and concepts are developed and used in a variety of problem solving contexts. The course is self-paced with credits dependent on work completed and concepts mastered.

Students will use variables and appropriate operations to write an expression, an equation, an inequality, or a system of equations or inequalities that represent a verbal description. The course will further explore graphing linear functions while noting the vertical change per unit of horizontal change is always the same and know that the ratio (rise over run) is called the slope of the graph. Students will be able to identify a point lies on a line, given an equation of the line, and derive linear equations by using the point-slope formula. Students will be expected to demonstrate skills that will be valuable not only in this course but also in future educational and vocational settings including oral presentations and technology. A primary goal of this course is for students to actively engage in a positive learning experience in which there is increased appreciation and understanding of mathematics.

United States (U.S.) History
This course provides students with an awareness of our national heritage. Students will develop a better and deeper understanding of how our country became what it is today. Students will continue to develop their reading, writing, thinking and research skills with the use of primary and secondary sources.

This course is aligned to the Common Core State Standards for Literacy in History/Social Science, and students will employ the following skills: develop socio-political literacy to understand different political and social systems, the relationship between a culture and its laws, and the differences between

democratic and non-democratic systems; develop an understanding of different cultural values, belief systems, rights, and responsibilities inherent in participatory citizenship; develop analytical, critical thinking, and study skills, which help students understand major national and international dilemmas occurring today.

This course focuses on the study of modern American history and begins with a review of United States history from the nation's beginnings to the start of the 20th century. Connecting with past learning will highlight the initial segment of the class. An in-depth investigation of historical events and periods, the fostering of multicultural awareness, the recognition of ethical, civic, and democratic values present in American history, and the development of a historical perspective in relation to contemporary events represent the major aspects of the course. Literature, music, art, primary readings, videos, simulations and other activities will be used to enhance the subject.

American Government

American Government is a thematic course focused on the origins and structure of the United States government; the nature and function of the executive, legislative, and judicial branches; individual rights and responsibilities within the U.S. legal system; individual and societal roles and responsibilities as citizens functioning within the U.S. political and electoral system; the nature and function of state and local governments; and contrasting U.S. government with other systems of government. American Government is aligned to the Common Core State Standards for Literacy in History/Social Science, and students will demonstrate the following skills: students develop abilities to critically analyze, compare and contrast, and develop and defend opinions and positions, both orally and in writing, on the main areas of course focus.

The goal of this course is to enable a student to have a full understanding of all aspects of American government and its impact on his or her life thus becoming a self-directed, productive achiever who will be a successful and valued member of our community.

World History

This course emphasizes the political, economic, social, and geographic aspects of world history beginning with early democratic development and concluding with modern 21st century issues. Critical thinking skills are emphasized, stressing cause-effect relationships. This course is aligned to the Common Core State Standards for Literacy in History/Social Science, and the curriculum integrates these literacy standards throughout the course.

This course explores how the connection between the past and the future will continue to form our lives. In World History, students recognize the growing interdependence of people and cultures throughout the world. Students trace the rise of democratic ideas and develop an understanding of the historical roots of current world issues, especially as they pertain to international relations. They extrapolate from the American experience that democratic ideals are often achieved at a high price, remain vulnerable, and are not practiced everywhere in the world. Students develop an understanding of current world issues and relate them to their historical, geographical, political, economic, and cultural contexts. Students consider multiple accounts of events in order to understand international relations from a variety of perspectives

Economics

This course will provide students with an understanding of the principles of economics. As students become familiar with how markets work, they will interact with lessons to apply the key microeconomic concepts of supply and demand as well as the role of prices. This course targets important aspects of the world economy, including international trade and global economic challenges, and encourages students to apply the economic way of thinking to a variety of situations relevant to their everyday lives.

Economics is aligned to Common Core State Standards for Literacy in History/Social Science, and students will employ the following skills: interpret and summarize common economic terms, concepts and economic reasoning; explain the elements of America's market economy in a global setting and the influence of the federal government on the American economy; analyze the elements of the U.S. labor market in a global setting; categorize the aggregate economic behavior of the U.S. economy; and synthesize issues of international trade and explain how the U.S. economy affects and is affected by economic forces beyond the United States.

Biology A and Biology B

This two semester course fulfills the Biological Science graduation requirements. This course explores the origins, organization, reproduction, genetics, growth, development, evolution, behavior, and interdependence of living things. This course also includes cellular structure and function, general plant and animal physiology, and taxonomy. Students will work individually and in small groups. Laboratories and other investigations will be performed to supplement and enhance course topics. The goal of this course is to enable a student to have a full understanding of Biological Science as well as its impact on his or her life and thereby become a productive achiever who will be a successful and valued member of our community.

Earth Science

Earth Science is an introductory science course that meets the minimum graduation requirements. It contains components of physics, chemistry, and earth science topics. These topics include the study of atoms, molecules, compounds, chemical reaction, motion, forces, energy, waves, as well as Earth's place in the universe, its composition, and the processes that modify the surface. The goal of this course is to enable a student to have a full understanding of Physical Science and its impact on his or her life.

English A

This class focuses on introducing students to different types of texts: fiction, poetry, non-fiction, plays, etc. and on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills from the expository to the creative. English A covers the basics of language, literature, and written composition as a preparation for the sequential English curriculum. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on the grade 9-10 ELA Common Core Standards: determine themes and central ideas, analyze character development, author's choice, points of view, interpret, assess, integrate and evaluate, collaborate, adapt, and apply. Students are required to demonstrate the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informative texts and literature as well as writing compositions according to major text structures and genres and giving oral presentations.

English B

This course is a continuation of the themes and skills introduced in English A. English B focuses on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills from the expository to the creative. English B continues to expand upon the basics of language, literature, and writing. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on grade 9-10 ELA Common Core Standards. Students will be able to analyze multiple themes or central ideas, analyze the impact of an author's choice(s), determine meanings of words, analyze multiple interpretations of literature, assess, integrate and evaluate, collaborate, adapt, apply that which requires the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informational texts and literature as well as writing compositions according to major text structures and genres and giving oral presentations.

English C
This course is a continuation of the themes and skills introduced in English B. English C focuses on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills, from the expository to the creative. English C continues to expand upon the basics of language, literature, and writing with more depth. It requires the student to read complex texts and write longer essays with more analysis or analysis of more texts than English B. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on grades 11-12 ELA Common Core Standards. Students will be able to analyze multiple themes or central ideas, analyze the impact of an author's choice(s), determine meanings of words, analyze multiple interpretations of literature, assess, integrate and evaluate, collaborate, adapt, apply that which requires the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informational and literary texts as well as writing compositions according to major text structures and genres and giving oral presentations.

CTE and Elective Course Descriptions

Career Readiness

Career Success
The Career Success course focuses on two integrated areas of instruction: career preparedness and technology. Course content ranges from high school and career preparation to computer literacy skills. The area of technology is designed to be interwoven throughout course instruction. Mastery of the content standards provides a strong foundation of student acquisition of the skills, attitudes, and knowledge that enables them to achieve success in school, at work, and across the life span. As part of preparing students to be college and career ready, this course also equips them with the skills needed for the workplace, continuing education, and lifelong learning.

The purpose of this course is for students to be able to demonstrate basic computer skills including typing, email, Google Drive, and internet searching; identify the effects of workplace behaviors; analyze personal skills, interests, and abilities and relate them to current career opportunities; and examine the employment process, including searching for a job, filling out a job application, writing a resume, developing and practicing interview skills, and completing required employment forms.

Personal Finance
This course challenges students to alter their thinking and behavior regarding their personal finances while teaching skills in money management, financial planning, spreadsheets, word processor and presentation software applications. This instructional course provides individuals with exploratory experiences related to personal finance which are designed to change behavior. These experiences explore various financial influences including spending, saving, debt, credit and credit history, investing, mortgages, retirement planning, etc. Students develop spending behaviors and habits that will lead to wealth accumulation. The course also provides exploration in the following areas: mathematical calculations applied to analytical information (spreadsheets), consumer marketing concepts (financial traps), computer literacy, economic concepts, and financial and technological developments.

Literacy Support

Reading Skills I
This is an elective course for the development of reading skills for students whose reading skills are far below high school level (e.g., most students taking this course will be reading at below 6th grade). Emphasis is placed on accelerating student learning so that students will achieve the ability to read at the high school level or make significant strides towards that objective. Skills learned in this class include syllabication, vocabulary acquisition, fluency, speed, and reading comprehension.

Reading for Pleasure
This elective course will help students improve their reading skills as they expand and explore their reading preferences by choosing to read three novels and completing activities based upon their novels. To earn the five credits for this course, the student must read and keep a reading log of three novels that the teacher has approved for the student to read. In addition to the detailed reading log, the student must also complete one project for each novel. This course focuses on Common Core reading standards for grade 9-10.

English Novel Elective
This elective course helps students with critical thinking, literary analysis, and the development of creativity within academic writing. In this course, students pick one of a list of teacher approved novels. They will then use that book to complete the majority of their assignments in the class. The assignments vary from essays to creating projects that use creativity, imagination, and textual examples. Students are also required to keep a reading log journal and complete formal assessments on the reading. They will also do assignments that relate to English but that may not be related to the actual novel that they are reading. The course objectives are based on ELA Common Core Standards for grade 9-10.

Entrepreneurship

Leadership (Beginning)
Understanding and executing principles of leadership is critical for students to improve their opportunities at school, work, and at home. This class explores how focusing on the causes or laws of leadership will improve the outcomes or effects of our leadership efforts. This class is a laboratory where students are taught principles and then given opportunities to discuss, explore, and implement these principles.

In the leadership setting, students are challenged to develop their literacy and vocabulary as they read and discuss various books, articles and videos; enhance their understanding of computer applications (including word-processing and presentation applications); elevate their reading, analytical, and writing skills as they read and compose a book report on a selected leadership book; and expand their presenting

skills as they create and present their findings developed through the book report process. Students will also be expected to improve their teamwork, collaboration, and leadership skills and abilities as they work in small groups to teach leadership concepts to their classmates.

Entrepreneurial Mindset (Intermediate)
The mindset of an entrepreneur is critical to the development of the business concept and the overall success of any business. This class builds on the leadership principles taught in Leadership class and explores the mindsets taught through relevant books, material, and other resources. As students study these texts, their own mindsets and behaviors are challenged and changed. Students realize that their thoughts or mindsets affect their behaviors and ultimately the success of their business concept.

Students will build and develop effective mindsets while they explore their personal business concepts and prepare for developing their business plans in the capstone class (Business Planning). Students will expand and refine the skills they developed in the leadership class as they continue to read, analyze, write, and present materials studies in this course.

Business Planning (Advanced)
Business Planning is the capstone class and applies all of the learning and knowledge learned and developed in the previous classes in the entrepreneurship pathway (i.e. Leadership and Entrepreneurial Mindset). Students in this class will develop and write their own business plans (or an assigned project-based business plan), and as they execute this assignment they will research their business concept, location, product, etc. to determine market demand; brainstorm business names and search the United States Patent and Trade Office (USPTO) and Secretary of State (SOS) of all states to determine uniqueness. They will also research local business requirements, apply for appropriate licenses, explore business entity structures, and determine the most effective entity for business concepts; and file articles of incorporation with the Secretary of State's office. Students will register trademarks and patents with the USPTO. Students will analyze, define, and present startup costs, and research funding requirements and potential funding sources.

Where applicable, potential internships with be developed. Students will utilize a suite of business-essential apps including spreadsheets, word-processing, and presentation programs. Students refine their leadership skills as they present their business plans to classmates and potential investors/partners. These skills, knowledge, and tools will be valuable assets as students launch and lead their business plans to implementation.

Early Childhood Education

Child Psychology (Beginning)
In Child Psychology, students learn theories of historically significant psychologists who laid the foundation for scientific research and a clearer understanding of children and the human mind. This course explores how psychological perspectives influence personality and play a role in human development across the lifespan. Students explore and learn how each stage in human development can and does require specific things for human children to grow up strong and healthy. Students examine how children's behaviors are developed, memories are stored, and language is acquired, and the critical period these things must happen. Students also learn about the symptoms and classifications of psychological disorders, along with the various forms of treatments available. After completing this course, students will be equipped with problem solving strategies and even learn strategies to cope with stress. Practical, everyday application of the content is a focus of this course along with background knowledge in child development and the mind.

Through the use of online software, teacher lectures, and projects this course is designed to promote critical thinking through inquiry, problem solving, and reflection. The course guides students to connect prior knowledge, backgrounds, life experiences, and interests to learning the materials. The students will connect classroom learning to their life experiences and cultural backgrounds. The course supports all students to use first and second language skills to achieve the learning goals. The course uses assessment date to establish learning goals and to plan, differentiate, and modify instruction. Students learn new vocabulary and critical issues of child development through extended video's, open lectures that address emergent literacy, critical period to acquire language, the developmental stages of children, and cutting edge exploration of trauma development in childhood and its effect on children. Students will be gaining emerging knowledge, exploring for increased understanding, applying that knowledge to themselves, integrating their new knowledge with old knowledge, and innovating or becoming creative in their teaching methods with children.

Early Childhood Education (Intermediate)
In Early Childhood Education, students learn more about understanding the childhood experience. Students will create interesting lessons and stimulating learning environments that provide a safe and encouraging experience for children. They will discover how to get children excited about learning, and just as importantly, to feel confident about their abilities; identify good nutrition for children's physical development; analyze and apply how to keep a safe, healthy, and clean childcare environment or preschool classroom; identify the rules and regulations of childcare facilities; develop and implement creative lessons and teach children through play. Students will also learn how to record, observe, and communicate with children; and create a plan for personal and professional growth to set child development goals.

Early Childhood Education (Advanced)
This capstone course prepares students for employment in the care and guidance of young children under the supervision of professional personnel. Instruction includes child growth and development, nutrition, program planning and management, health and safety, guidance, recreational and play activities, child abuse and neglect, developmentally appropriate practices, interpersonal relationships and regulations, operational procedures, emergency and disaster procedures, policies, standards, and licensing, supervision and maintenance of children's environment, professionalism, and classroom management.

Truck Driving

Class A Permit
This basic unit will consist of classroom learning leading to a DMV CDL Class A Permit. Students will take and pass the DMV Class A CDL permit written examination. This course will cover the general knowledge, air brake procedure, and combination. Students will also have the option to become endorsed in doubles and triples, tankers, and hazmat through this course.

Pre-Trip and Inspection (Beginning)
In this beginning course, students will memorize parts of the vehicle by name, learn all internal and external inspections of the vehicle and trailer, and be able to perform/apply leakage tests to the vehicle.

General Skills (Intermediate)
In this intermediate course, students will begin to operate the vehicle under guided supervision. Students will practice straight line backing, offset backing to the right and left, parallel parking on the driver's side and conventional side, and alley docking.

Road and Class A License (Advanced)

In the advanced course, students will learn to shift using a 6-speed, double clutch, brake properly, drive through intersections, drive through urban businesses, change lanes, drive on the expressway/highway, stop/start effectively, drive around curves, cross railroads, correctly maneuver bridges, overpasses, and other signals, and pass a regular traffic check.

Teaching Assistant
Students can earn credit for being a teacher's assistant in which students may assist other students, prepare materials, run copies, or complete other work at the direction of the instructor.

External Partnerships
At HCCS we have partnerships with Asher College and Cosmo Beauty Academy, and each of these partnerships provides its own courses for our students to receive credit and/or certifications. Courses offered at each are listed below.

Asher College Courses
- A+ PC Support Level 1, Level 2
- Career Success Level 2
- Medical Law and Ethics
- Medical Terminology
- Microsoft Excel
- Microsoft Word
- MS Office Essentials
- Office Administration
- Typing Fundamentals

Cosmo Beauty Academy
- Introduction, Level 2, Level 3, Level 4

Updated Course Descriptions
At HCCS we are currently updating and improving our curriculum and course descriptions as part of our Schoolwide Learner Outcomes for our Western Association of Schools and Colleges (WASC) self-study. As an adult serving charter, we do not presently offer any college preparatory A-G courses.

1.13: Instructional Methods and Strategies Used to Deliver the Curriculum

In our mission statement, we assert that we are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change. Through our instructional methods, we want to ensure that we are working consistently with our mission and our schoolwide learner outcomes. At HCCS we have three Schoolwide Learner Outcomes. Our first is that students will demonstrate measurable achievements each term through assessment. Our second is that students will make progress toward their career goals. Third, students will use technology to communicate for personal and academic use.

At HCCS we utilize the following instructional methods to ensure exceptional academic performance:
- Standards-based Instruction
- Systematic Instructional Delivery
- Student Engagement
- The systematic use of assessments

- Data-driven Instruction

Standards-based Instruction
At HCCS our curriculum is based on seven sets of standards, with Common Core Standards and CASAS at the foundation. Our teachers use our curriculum objectives within each subject and level to ensure that our standards are met. Lessons are taught based on objectives and monthly themes that integrate high interest topics and content. Formative and summative assessment data is used to measure students' prior knowledge and to ensure that our students are meeting our standards.

Systematic Instructional Design
Clear expectations, consistent policies, and strategic instructional planning and assessment are at the foundation of our educational programs.

Clear Expectations
Clear expectations are imperative for our students to be successful. We believe that by creating clear expectations for behavior, attendance, classroom etiquette, homework, content standards, and assessments, our students become accountable for their own progress and success. Our students are at HCCS because they do not have a US issued high school diploma, and they are 22 years old and older. We know that many of our students were not able to graduate during their first attempt at high school and that the traditional education system did not meet their needs. We also recognize that for some of our ELD students, HCCS is the first school they have ever attended. At HCCS we hold all of our students to high academic performance standards. Through this process, students benefit in the following ways:

- Students are held to high standards.
- Students are expected to meet the curriculum objectives for their level.
- Objectives and outcomes are clear.
- Student feedback is related to specific outcomes.
- Students know what they are expected to learn.
- Students have equal access to learning and learning materials.
- Students learn personal responsibility.

Consistent Policies
Consistent policies are also part of our educational program and are closely tied to clear expectations. At HCCS we have consistent policies for the following processes and programs:

- Enrollment in CalJOBS
- HCCS student registration process
- ELD placement tests
- CASAS assessment
- Attendance policy
- Homework policy
- ELD grading system (MADE)
- High school grading system (A-F)
- ELD level completion
- High school course completion
- Transfer credit evaluation
- ELD to high school re-designation process
- ELL Reclassification process
- Graduation requirements

Because of our student population, we must provide clear expectations and consistent policies to ensure that all of our students clearly understand what they need to do to succeed at HCCS and achieve their goals.

Strategic Instructional Planning and Assessment
Strategic instructional planning and assessment are essential to our instructional success.

Student Engagement
Students learn best when they are present and actively engaged in their learning. We want our students to be passionate, motivated learners who are fully engaged in their educational experience. At HCCS our teachers engage our students intellectually, emotionally, physically, and culturally. Intellectual engagement refers to the academic component of teaching. Emotional engagement refers to the relationship between teachers and students and involves monitoring students' moods and emotions. Physical engagement refers to kinesthetic learning where students engage in physical movements or activities. Cultural engagement refers to incorporating student culture into the classroom in a way that students feel culturally accepted while also learning about the cultures of other students. This is critical for new immigrants and refugees to acclimate into their classroom, school, and community.

Intellectual Engagement
- Academic topics are high interest to the students.
- Learning is relevant to students' daily lives.
- Teachers allow students to make choices about projects.
- Instruction is differentiated for students at different levels.
- Learning is authentic and related to the real world.

Emotional Engagement
- Teachers foster classrooms with positive emotions and unconditional, positive regard.
- Students' moods and emotions are monitored by teachers and counselors.
- Teachers support students with peer groups and counselors.
- Teachers and staff build positive and supportive relationships with students.
- Teachers support students and their goals.

Physical Engagement
- Students are engaged in kinesthetic learning through creating and doing.
- Students move around in class, like walking around to complete an activity.
- Teachers reinforce lessons with body movements, using physical activity.

Cultural Engagement
- Students from different cultures are made to feel welcome and safe.
- Students are taught about cultural norms and laws in the United States.
- Culturally diverse speakers are welcome to share in our classrooms.
- Important documents are translated into students' first language.
- Lessons are created to include a multicultural perspective.

Assessments
At HCCS we use a variety of formal and informal testing measures and assessments to evaluate our students. We begin our assessments during enrollment when students are given a diagnostic test and a CASAS test. During daily classes, our teachers assess students through a variety of ways. At the end of every academic unit, teachers use formal assessments and enter grades. CASAS assessments are also used as a measurement of progress and are administered every six to eight weeks.

The evaluation of student learning has four goals in the following priority:

1. To assist student learning as a diagnostic tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area.
2. To use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing.
3. To determine if a student has met or exceeded the necessary level of competency to gain formal recognition, such as to complete a level or receive a diploma, licensure, or certification.
4. To determine if the student is underperforming in relation to their peer group and evaluate if intervention supports are required.

When we assess our students it is to better understand what they know. When we have students who cannot pass a class, we find alternative solutions for them. We understand that some students need remedial support and others may need more challenges and opportunities for growth. When our students have not mastered level appropriate standards or objectives, we find alternative teaching methods to deliver the same content. Our teachers understand the importance of both formative and summative assessment in gauging student comprehension.

Data-driven Instruction

In order to improve student learning, we work to understand our students and adapt to the needs of our students. At HCCS we make data-driven decisions and create data-driven instruction. As part of this cyclical process, we collect many forms of raw data. We then analyze it, make instructional decisions, plan, and reflect. Raw data that we consider in our instruction relies heavily on assessment but also includes:

- Program enrollment data
- Enrollment assessment data
- Demographic data
- Student satisfaction surveys
- Student safety data
- Expulsions data
- Homework grades and completion
- CASAS gains reports
- Literacy and reading gains
- Unit assessments and grades
- Level completion data
- High school graduation and retention rates
- CTE graduation and completion rates
- Course GPA
- Attendance data
- Employment and wage gain data
- College entrance information

By analyzing assessments and data, we better understand where our students are from, what experiences they bring with them, what they are able to do, and the gaps in their understanding. At HCCS our teachers and staff understand how assessment and data inform us about our students and areas for us to improve in educating and meeting the needs of our students.

1.14: How the Curriculum Addresses California Content and Performance Standards

At HCCS all of our curricular standards are directly aligned to the California Common Core Standards, California ELD standards, California English-as-a-Second-Language Model Standards for Adults, CASAS competencies, Workforce Innovation and Opportunity Act standards, Western Association of Schools and Colleges, and the National Reporting Systems (NRS) standards for English as a Second Language.

To ensure that all of our students are meeting program, subject, course, and level objectives, each lesson plan is designed with a specific lesson objective. Each daily lesson is part of a weekly lesson plan, which is part of our larger monthly themes. Our monthly themes are essential elements of our annual academic plan. Through the creation and implementation of monthly unit plans, we ensure that all of our students are taught specific content, even if they complete a level or class.

Monthly Unit Plans
In our ELD program, we have theme-based monthly plans that are part of our standards. Each theme has an extensive list of corresponding lesson objectives within the unit. Based on the needs of the students and the level of the class, teachers select the content objectives appropriate for their class based on their curriculum objectives. Teachers also use the themed unit plans as part of their content for teaching other subjects including reading, writing, speaking, listening, math, and technology.

Month	Theme	Topics	Month	Theme	Topics
Jul	Technology	Technology Vocabulary Using Email Downloading Apps/ Using Smartphones Typing Skills Microsoft Office Internet Research Skills	Aug	Goals	Setting Goals Vocabulary Smart Goals Creating Goals/ Plans Personal/ Educational/ Employment Short-term/ Long-term goals Language Goals
Sep	Educational Systems	Classroom Vocabulary Etiquette K-12 Systems Enrollment Requirements Required Vaccines Colleges and Universities Study Skills Homework Policies Hygiene Tests and Testing Policies Attendance and Punctuality Educational Goals Public vs. Private Schools FAFSA/ Funding/ Grants and Scholarships	Oct	Employment	Employment Goals Job Applications/ Resumes/ Cover Letters Reading Ads Interviews Clothing Etiquette Career Planning Common Jobs and Pay Jobs and Education Workers' Rights Minimum Wage Employer Expectations Appropriate Work Behavior

		College Applications/ Essays			
Nov	Government	US Government Organization Three Branches of Government The President Elections Common Laws Misdemeanors and Felonies Attorneys Court Vocabulary Human Rights Immigrant Rights	Dec	Consumer Economics	Reading Household Bills Budgeting Saving Money Bank Accounts Loans Debit Cards vs. Credit Cards Interest Rates Buying a House Using ATMs Internet Purchases Prices Using Craigslist/ Online Marketplaces Returns/ Exchanges
Jan	Health	Body Vocabulary Pain and Illnesses Common Diseases Talking to Doctors Talking to Dentists Health History Completing Health Documents Health Insurance Making/ Canceling Appointments	Feb	Housing	Vocabulary Housing rights Rental agreements Reading advertisements for housing Utilities Making budgets Housing problems/ Talking to landlords and apartment managers
Mar	Transportation Systems	Using public transportation Reading bus schedules Paying for transportation Using Uber and Lyft apps Vehicle vocabulary MV and driving laws Street signs Reading maps Using GPS Giving directions Airport rules and regulations How to purchase an airline ticket Bicycle and pedestrian laws and etiquette	Apr	Emergencies	Calling 911 Natural Disasters Forest and House Fires Earthquakes Emergency Preparedness Kits Power Outages Health Emergencies Car Accidents
May	Nutrition	Food Pyramid Fats and Oils	Jun	Family	Family Vocabulary Family Trees

		Food Vocabulary Fruits and Vegetables Meats and Proteins Sugar and Sweets Dairy Carbohydrates Food tracking Apps Nutrition for Weight Loss Grocery Shopping Prices and Paying Reading Signs and Ads Using Coupons Special Diets (Vegan, Halal) Prenatal Nutrition			Good Parenting Community Resources for Families Family Law Children's Rights Women's Rights Prenatal Care

English Language (EL) Civics Lesson Plans and Assessments
In partnership with the Workforce Innovation and Opportunity Act (WIOA), we teach English Language (EL) Civics lessons which are designed to engage ELD students in civic responsibility through community involvement. These monthly lessons correspond to our monthly unit plans and are tied to leveled assessments. These lessons incorporate high interest content with reading, writing, speaking, and listening tasks as well as role playing activities and games. The EL Civics assessments focus on level appropriate objectives and are differentiated to ensure that students at every level are able to participate.

Professional Development and Lesson Plans
On the second Thursday of every month, our teachers and staff participate in professional development. During this time, teachers gather by program and level. Curriculum planning, lesson planning, materials gathering and sharing, and assessment planning are essential to the successful implementation of our curriculum objectives. During this time, teachers work together to create, gather, and share materials that are aligned to the courses and levels based on the theme or subject. This collaboration of lessons, materials, and assessments are then shared on our Drive to ensure that teachers continue to have access to the shared documents.

1.15: How the Instructional Program Supports the Development of Technology-Related Skills and Technology Use

At HCCS we value and support technology because we understand that it is directly connected to our students' success. Experience, exposure, and proficiency in technology are critically important for our students and for all 21st century learners. Since the beginning of our school, our administration has made technology a priority. In the beginning, we were unable to acquire the newest technology available, and as result, digital literacy was not provided to the extent we would have hoped. We previously accepted refurbished technology in partnership with certain organizations. In a lot of ways, this helped us to ensure that students had access to technology in the early years of the school's development. Since then, technology has been implemented more and more, not only in a wider scope but in a more in-depth way. Our goal is for students to be able to utilize computers in a way that reflects the world in which they live. Since HCCS opened its doors to students in the 2014-15 school year, our technology department has expanded significantly. In the beginning, our Information Technology (IT) department was a one-person

department. One person was enough to cover distribution of technology materials, maintenance, and internet connectivity. We now have a three-person IT team which consists of one IT Manager and two IT Technicians. At HCCS we are proud to say that our computer-to-student ratio is 2:1, and we work each year to upgrade classroom technology. At HCCS we will continue to increase access, improve our technology, and then utilize it in our classrooms.

Technology at Highlands Community Charter School is always evolving to meet both staff and student needs. A little over a year ago, HCCS was inundated with an unreliable network infrastructure. This meant that many employees and students were unable to print, check emails, and use the internet consistently. We remedied this by completely changing the topology of the network. We completely upgraded our hardware and internet services. We were previously plagued with viruses and malware. This was solved with the introduction of Sophos Central. Lastly, most of our computers used by both staff and students were outdated. As was mentioned before, this has become a central focus to replace all student computers with updated laptops and provide all staff with more modern laptops, computers, online programs, and software.

One of our goals is to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and helping students to communicate in our modern world. Technology standards and objectives are integrated into our curriculum and are clearly defined for our teachers. Across varying sites, our teachers incorporate technology into their lessons. Our teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google docs, emails, etc. Our goal is to have all teachers using and adapting technology to accommodate our students' levels and needs. A new Digital Literacy curriculum is currently being piloted using Northstar Digital Literacy tasks and assessments, and soon it will be incorporated into our ELD and high school programs.

At HCCS we face a complex challenge with technology. Not all of our students, teachers, and sites have the same level of access to technology nor is the same level of technological access possible at all sites. Technology is not limited to computer access, but some sites have more specialized tools than others (e.g., smartboards, document cameras, printers, computer labs, etc.). To combat this issue, teachers encourage students to use their phones to access the internet and to use applications to access email, language applications, such as *Duolingo* and *Pronunciator*, and access classroom materials using Google Classroom. We are currently increasing access to technology at our off-site locations and working to ensure that access is equitable. This means purchasing more updated computers, installing projectors, and training teachers to implement digital literacy.

Our students have varying levels of knowledge and experience with technology. Some of our students are very familiar and comfortable using computers and computer programs. Some of our students have excellent typing skills, experience composing documents, sending emails, surfing the web, etc. while others struggle to turn on a computer. Our plan is to implement digital literacy diagnostic assessments to ensure that all of our students are able to use technology at a basic level for each student's class, and we are working with nationally recognized assessments like the Northstar Digital Literacy Assessment. Technology, academic success, career goals, and social engagement are all important for our students, and we believe that in order for students to be fully successful in the 21st century, they must become digitally literate.

CASAS Computer-based Assessments

At HCCS we use CASAS computer-based assessments for all of our students in reading, listening, and mathematics. CASAS assessments are standardized tests that are reliable and valid assessments for native and non-native English speakers. The purpose of the assessments is to track student progress over time.

Although the assessment is available as a paper-based assessment, a computer-based assessment, and on the internet, at HCCS we use the computer-based format. We believe that teaching our students to use computers for their standardized tests is a valuable and transferable skill. During CASAS, students practice turning on a computer, opening a program, typing personal information, using a mouse to navigate between screens, opening and closing windows, plugging headphones into a computer, adjusting the volume on their computers, selecting answers, and closing a program. We know how important these skills are for our students, and we support our students while they learn how to complete these basic computer tasks.

1.16: Graduation Requirements

At HCCS we have two primary programs with subgroupings in each. We offer a High School Completion program and an English Language Development (ELD) program. Under the high school program, we have Career Technical Education (CTE) pathways, and we offer a citizenship course under the ELD program. These elements, along with interventions and supplemental offerings, comprise our school's educational program. The high school curriculum at HCCS is based on the California Department of Education graduation requirements. The following chart shows what is required of high school students At HCCS with 200 credits minimum required to graduate.

HCCS' high school students are eligible to graduate when they have been awarded 200 high school credits: 100 Academic, 90 Elective, and 10 Career Technical (CTE) credits. As part of the 200 credits, transfer credits and employment credits count toward this total. High school credits are awarded by 5 credits (in 9 weeks) and 10 credits (in 18 weeks). Currently, high school credits are awarded every nine weeks when students receive grades. During the 2014–15 and 2015–16 school years, high school students received grades every six weeks. During the 2017–18 school year, we transitioned from a six-week grading period to an eight-week grading period. As soon as the high school students complete 200 credits and those credits are verified, students are eligible to

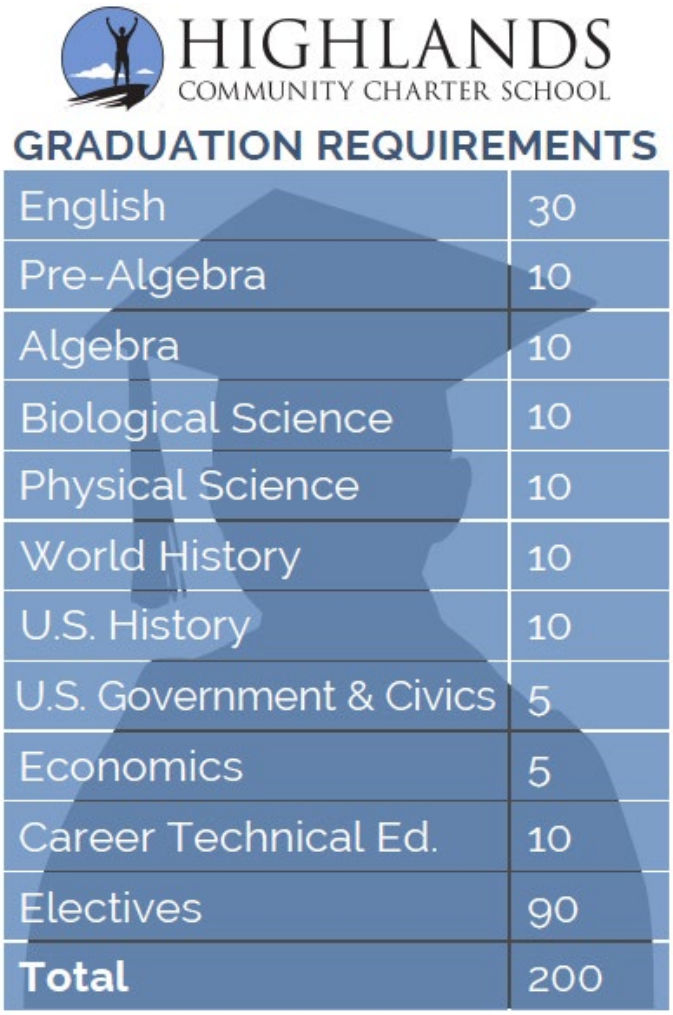

apply for their diploma. After students receive their diploma, they are asked to participate in a graduation ceremony.

Counselors and the registrar work together to compose an educational plan for each student. The registrar and counselors also collaborate to ensure transfer students have received all their previously earned credits. Thus, credits are verified once the registrar receives and processes the students' official transcripts from their previous school(s). Once the counselor is aware of the students' graduation status, counselors schedule students into their respective classes. It should be noted that each student is required to take either Career Success or Leadership in order to ensure their CTE requirements are fulfilled.

Counselors help ensure students will meet graduation requirements by conducting routine check-ins. Over the duration of each check-in, counselors update students on their academic progress; this includes discussing credits earned over the course of the each term. Moreover, each student is provided with an academic progress report. In addition, counselors and students discuss the next class/classes students will enroll into and why. As an adult serving charter, we do not presently offer any college preparatory A-G courses.

Credits Awarded for GED and HiSET

At HCCS most of our students earn credits in two ways: by transferring them from a previous school or by earning them at HCCS through completing courses. However, we sometimes award class credit for students who have passed the GED or HiSET. For the GED, we award credits when students have completed certain sections of the GED where it is appropriate and when it is not prohibited by law. Students are also awarded credits for the HiSET. Students are awarded credits after passing either the English or Spanish version of the test, with the exception of English Language Arts, if the test is taken in Spanish. While students can earn credits, all HiSET students are enrolled in high school, and transcripts are evaluated by HCCS counselors and registrar. Credits are awarded from the HiSET on a case by case basis and are categorized as academic or elective as needed.

1.17: Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

Highlands Community Charter School received a 3-year preliminary Western Association of Schools & Colleges (WASC) accreditation in the 2015–16 school year and is currently WASC Accredited through June 30, 2019. HCCS is currently undergoing the Self-Study process to renew the accreditation prior to expiration and has scheduled a seven person team of WASC representatives to visit HCCS's many locations during February of 2019. HCCS has grown exponentially as have our programs, locations, enrollment, and partnerships. Each instance of growth or change was centered on the benefits they would bring to our students. HCCS submitted substantive change reports to WASC in October of 2018, which were accepted.

HCCS school leadership has used the WASC Action Plan and Local Control Accountability Plan (LCAP) to align all student schoolwide goals. Through the implementation of the WASC plan and LCAP, HCCS engages in authentic stakeholder reviews and input on everything from budget and governance to facilities and curriculum. HCCS utilizes its diverse Leadership Cabinets as a critical review group that reviews, informs, and recommends programmatic development and improvement. The mid-year LCAP review, curriculum review, and WASC review act as internally driven programmatic audits assessing progress against designated goals.

1.18: Informing Students about the Transferability of Courses

Students meet with their assigned counselors in one-on-one appointments that are set to make individual course maps and goals. During these individual meetings, the counselor discusses with the student his/her scope and sequence of all requirements and grade equivalents needed to ensure graduation and college acceptance. If a student is not on-target with his/her graduation road map, the counselor also helps amend his/her scope and sequence to earn necessary credit redemptions and all other prerequisites. Our ELD Navigators are bilingual or multilingual and can provide necessary presentations and documents in the appropriate languages. ELD Navigators work with the students individually to educate them according to their individual goals.

Within the context of these relationships and various presentations, students will be informed about the transferability of courses to other high schools and college, including WASC accreditation. As HCCS is not a college preparatory charter school, it will not generally include A-G classes, but students will be informed that, as graduate, they may enroll in a community college or another college that does not require A-G college preparatory courses.

1.19: Transitional Kindergarten

Serving adults ages 22 years and older, Highlands Community Charter School does not provide a Transitional Kindergarten program. However, we do provide Early Childcare Education (ECE) courses as part of our Career Technical Education ECE program. Through this program, our adult students who are interested in Early Childcare Education provide care to non-school-age children of HCCS students in play care at various sites while working toward a Child Development Associate Teaching Credential and/or a State of California in-home Child Care License.

Academic Calendar and Schedules

1.20: School Calendar

The 2019–2020 calendar below indicates the beginning and end of instructional days for students in yellow. Highlighted in red are the student holidays, gray are breaks, and green are teacher work days/non-student days.

Highlands Community Charter School

2019-2020 School Calendar

July 2019

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2019

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

First/Last Day of School **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

July 8th	First Day of School/Track A	Dec 23rd - Jan 3rd	Winter Break
Aug 8th - 9th	Teacher Work Days	Jan 20th	MLK Day
Aug 12th	First Day of Track B	Feb 14th & 18th	Teacher Work Days
Sept 3rd	Labor Day	Feb 17th	President's Day
Sept 10th	First Day of Track C	Apr 6th - 10th	Spring Break
Nov 11th	Veterans Day	May 4th - 6th	Teacher Work Days
Nov 25th - 29th	Thanksgiving Break	May 25th	Memorial Day
Dec 13th	Teacher Work Day	June 30th	Last Day of School

1.21: Sample Daily Schedules

Through our daily schedules, we ensure that our students are making progress toward course level completion and high school graduation. Our schedules below are listed by program for regular days and early release days.

ELD Regular Day

Time	Period Description	Minutes Per Period
8:25–9:25	Writing & Grammar	60
9:25–10:00	Speaking & Pronunciation	35
10:00–10:45	Math & Consumer Economics	45
10:45–12:00	Reading & Vocabulary	75
12:00–12:25	Technology & Computer Literacy	25
Total		**240 Minutes**

ELD Early Release Day

Time	Period Description	Minutes Per Period
8:25–9:05	Writing & Grammar	40
9:05–9:40	Speaking & Pronunciation	35
9.40–10:15	Math & Consumer Economics	35
10:15–11:00	Reading & Vocabulary	45
11:00–11:40	Technology & Computer Literacy	40

Total		**195 Minutes**

English Language Development: Citizenship

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
5:00–7:00	History and American Government Vocabulary Listening	History and American Government Reading and Vocabulary	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening	Speaking and Pronunciation Listening Mock Interviews
7:00–9:00	Homework Review Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening N400 100q	Listening Speaking and Pronunciation N400: Textbook and CD/ Oral practice	Reading and Vocabulary Writing and Grammar N400 and 100q	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening Test Preparation	Quizzes and Tests
Total Minutes:	**240**	**240**	**240**	**240**	**240**

High School Regular Day

Time	**Period Description**	**Minutes Per Period**
8:00–10:10	English Language Arts	130
10:11–10:15	Break	
10:15–12:25	Algebra	130
12:26–12:59	Lunch	
1:05–3:15	American History	130
Total		**390**

High School Early Release Day

Time	**Period Description**	**Minutes Per Period**

8:00–9:45	English Language Arts	105
9:46–9:50	Break	
9:50–11:35	Algebra	105
11:36–12:14	Lunch	
12:15–2:00	American History	105
Total		**315**

Students must be enrolled in a program with these minimum minutes of instruction. This includes all of our CTE programs and partnerships.

1.22: Instructional Days and Minutes Calculations

Grades	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/ Below State Req't.
1	175	240	46	195	0	0	221	50400	50,970	570
2	175	240	46	195	0	0	221	50400	50,970	570
12	175	390	46	315	0	0	221	64800	82,740	17,940

1.23: Early College and Middle College

HCCS is not an Early College or Middle College High School. As such, requirements for these programs are not applicable to the educational programs at HCCS.

Professional Development

1.24: Recruiting Qualified Teachers

Highlands Community Charter School recruits highly qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third party employment entity

used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers in Adult Education. This gives us the opportunity to market our charter school as a competitive organization in which to work. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

1.25: Ongoing Professional Development

Recognizing the importance of staff development and teacher training, Highlands Community Charter School honors its staff by providing numerous professional growth/orientation opportunities throughout the year. We give our teachers weekly opportunities to use additional out-of-class time for lesson planning, grading, and preparation. Additionally, we offer monthly workshops, trainings, and collaborative opportunities for each of our employees schoolwide within their departments. Some of these include the following:

- During more than half a dozen Teacher Work Days/Non Student Days, HCCS provides a full day of schoolwide staff professional development, offering sessions addressing such topics as employee benefits, community partnerships, CPR training, sexual harassment training, Safeschools Trainings, Catapult Emergency System training, etc.
- HCCS offers monthly instructional professional development days that feature break-out sessions and workshops led by our Professional Learning Coordinator and Lead Teachers addressing such topics as standards alignment and curriculum, use of instructional approaches, materials and assessments, application of technology in the classroom, cultural awareness, leadership, literacy/pre-literacy, etc.
- In addition, HCCS is committed to providing full-time certificated teachers with funding designated to support his/her participation in the pursuit of additional training, advanced degrees or designations, continuing coursework at the college or university level, or attendance at educational workshops and/or conferences, contingent upon annual budget allocations. Our teachers have attended EdTech, California Association for Bilingual Education (CABE), Positive Behavioral Intervention Systems (PBIS), Systematic Instruction and Phoneme Awareness, Phonics, and Sight Words (SIPPS), California Teachers of English to Speakers of Other Languages (CATESOL), CASAS Institute, and Workforce Investment Opportunity Act conferences.

Professional development and collaboration will continue to be scheduled on a regular and ongoing basis to support teachers and staff throughout their careers at HCCS. In establishing a professional teaching environment, HCCS will continue to ensure collaborative, schoolwide planning time for teachers to design student-focused curriculum, pedagogy, and assessment through which students can make connections and deepen their understanding of concepts and achieve higher levels of academic success.

Moving forward, HCCS will continue to strengthen internal professional development, which will focus on curriculum alignment and teaching strategies/delivery. We plan to begin a structured and supported system for teachers to observe their peers and learn from one another first hand. Additionally, we are in the process of creating a systematic approach to external professional development, which will ensure that each teacher is allotted the same number of conference opportunities throughout the year. HCCS will continue to survey teachers and students' needs, allowing for those results to drive the professional development calendar.

In order to ensure that HCCS teachers are prepared to successfully deliver a rigorous curriculum, we hope to improve upon initial induction as well as ongoing professional development for all teachers in all disciplines. After much internal dialogue and cross-departmental discussion, HCCS created a professional development plan for the 2019–20 school year which will include common themes of curriculum implementation, teaching strategies, and improved communication.

	ELD	HS	CTE	Office
Summer	Curriculum: objectives, materials, lesson plans, rubrics	Collaboration: cross-curricular/team building	Curriculum: align to state mandated requirements	Customer Service: conflict management
Fall	Instructional Strategies: multilevel, differentiation	Leadership: teacher culture, sharing, CTSP	Engagement: student buy-in for CTE programs	Legality: registration, orientation, files, FERPA
Winter	Cultural Competency: teachers and students	Curriculum: standardize, accountability (check-ins)	Integration: high school/CTE course content	Health/Safety: process and protocol clearly delivered
Spring	Classroom Management: techniques, sharing, teams	Grading System: process for credits, progress reports	Relevance: graduation to job market transfer of skills	CASAS/ PowerSchool: training, internally and externally

At Highlands Community Charter School, we recognize the important role new teacher support plays in preparing great teachers for the rest of their careers as educators. It is the mission of the induction team at HCCS to not only provide regular support through mentorship and professional development but also provide new teachers with leadership skills and the opportunity to demonstrate their abilities through systems of professional growth. Partnering with both Sacramento County Office of Education's Induction program for Single and Multi Subject Credentials and the San Diego County Office of Educations' Designated Subjects Credentialing Consortium for CTE and Adult Education Credentials, HCCS facilitates and provides sponsorship through two years of growth and professional learning, covering the cost of tuition, training, and mentor partnerships. Highlands Community Charter School prides itself on helping teachers build lifelong skills both in the classroom and in their long-term professional goals as academic leaders dedicated to the success of students.

Meeting the Needs of All Students

1.26: English Learners

Highlands Community Charter School is committed to all students, including English Language Learners ("ELLs"). HCCS meets all applicable legal requirements for ELLs as it pertains to annual notifications, student identification, placement, program options, ELL and content instruction, teacher qualifications and training, Reclassification to Fluent English Proficient status (RFEP), monitoring and evaluating program effectiveness, and standardized testing requirement. HCCS implements policies to assure proper placement, evaluation, and communication regarding ELLs and their rights.

Identifying English Language Learners
HCCS administers the Home Language Survey ("HLS") upon initial enrollment though our registration forms where students answer the following Home Language Survey questions:

1. Do you speak English fluently?
2. What language did you first learn to speak?
3. What language do you most frequently read/speak at home?

These questions are used to determine a student's home language status as follows:

- *English Only (EO)*
  If the answers to the three questions are "English", the child is classified as English Only.

- *Possible English Language Learner*
  If the answers to any of the three questions on the Home Language Survey indicate a language other than English, or a combination of English and another language, and there is evidence of significant non-English exposure, then the student is assessed using CASAS to measure his or her level of English proficiency. The student is then consulted by a staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the student.

- *Self-Identified English Language Learner*
  If a student initially self-identifies as an ELL, s/he is immediately assessed for English language proficiency for appropriate placement and is automatically placed in an ELD classroom appropriate to his/her level.

Educational Program for English Language Acquisition
As HCCS is required to timely identify potential ELLs and provide them with an effective English language acquisition program that affords meaningful access to the school's academic core curriculum, instructional plans for ELLs are (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

HCCS implements our own English Learner Instructional/Master Plan. The instructional plan encompasses the following, including but not limited to:

- How ELLs' needs will be identified;
- What services will be offered;
- How, where, and by whom the services will be provided;
- How the program for ELLs is evaluated each year and how the results of this assessment will be used to improve those services (annual report of the assessments)

Using Standardized Assessment to Support Student Progress
In accordance with state and federal regulations, students whose HLS indicate that a language other than English is used at home are assessed for their English language proficiency level within 30 calendar days of enrollment. In addition, students are notified of the assessment results and program placement within 30 calendar days of initial enrollment.

Based on a student's overall performance on the CASAS, s/he may be classified as an English Language Learner or an Initially Fluent English Proficient (IFEP) student. Once a student is identified as an ELL, s/he is placed in an ELD class that supports her/his identified level. State and federal guidelines require

each EL to be assessed annually to determine their progress in acquiring English language proficiency; however, at HCCS each student is assessed every six to eight weeks with the CASAS and additional end-of term assessments to capture progression and to advance through program levels efficiently until she/he meets the eligibility criteria and is Reclassified Fluent English Proficient (RFEP).

Strategies for ELL Instruction and Intervention

The instructional design model used at HCCS places heavy emphasis on differentiated instruction to meet the needs of the ELL population based on academic and language readiness. Through the well-defined professional development plan that accompanies this instructional design model, teachers are trained on a variety of instructional strategies to be used specifically with EL students. These strategies include support materials from state adopted materials, academic language scaffolding, and full-time instructional support with our English language learner expert instructional staff. Our Professional Learning Coordinator conducts regular staff development sessions to review current practices and develop strategies for students.

In order for the ELL students to remain current with their peers, HCCS emphasizes alignment to state adopted standards and materials to ensure ELLs have the same core base of knowledge. Additionally, ELLs are provided with supplementary materials to create extensions and scaffolding to the curriculum for better understanding of the materials.

The use of academic language scaffolding demonstrates to ELLs the step-by-step processes to complete tasks on their own. Scaffolding includes several linked strategies including modeling academic language, contextualizing academic language using visuals, gestures, and demonstrations, and using hands-on learning activities that involve academic language.

Process for EL Reclassification

We have developed a process and an accompanying form outlining the criteria for EL reclassification. Specifically, we assess the four components laid out in CDE's guidance:

1. We will continue to assess English language proficiency (ELP), using CASAS (Comprehensive Adult Student Assessment Systems) results, which we obtain every 6-8 weeks from our students. We pair that with internal measures of English language proficiency which are designed around our curriculum and are in turn aligned with state and federal standards.
2. Our ELD teachers use both periodic and end-of-term assessments to review students' mastery of curriculum. Our high school teachers use formal assessments at the end of chapter, unit, and term to assess students' mastery of curriculum.
3. As adults, our students are invited to participate with opinions and consultation regarding their readiness for reclassification. They are advised at the beginning of the year (or upon entry into our ELD program) and then annually of their rights and the process of reclassification.
4. We use PowerSchool and other tracking methods to establish the range of performance by English proficient students, and then use those results to compare with ELs' performance.

Process for Monitoring Progress of ELs and Reclassified (RFEP) Students

We are making substantial improvements to our schoolwide curriculum for ELD classes, our internal assessments and instructors' ability to use them, and our entry and tracking processes for ELs' progress. With these fully in place, we will be better able to track students and obtain more useful data on ELs' progress. The same will be true of reclassified students as they proceed in our programs. Enhanced assessments and tracking, along with our Reclassification Specialist in charge of the reclassification and monitoring processes, will allow us to do more tracking during progress.

Process for Monitoring Progress and Effectiveness of Supports for Long Term English Learners (LTELs) and for Students At-Risk of Becoming LTELs

Given that our program is much shorter than six years, we have not implemented a process for identifying or monitoring the progress of LTELs. Nevertheless, we are improving our methods for identifying and intervening with at-promise students. In our high school program, teachers and counselors have implemented a program to identify students at risk of not making academic progress. This process will help identify students at risk of becoming LTELs. The Reclassification Specialist, working with our data team, will also work within our ELD program to identify students whose progress is slower than expected.

1.27: Students Achieving Above Grade Level

While Highlands Community Charter School does not subscribe to a Gifted and Talented Education (GATE) specific program as we are primarily serving adults who have previously faced many obstacles to achieving academic success, our methodology meets the advanced educational needs of our high achieving students within the regular classroom by tailoring individualized learning plans for each of our students and providing level appropriate content and support. However, we recognize that many of these obstacles are not necessarily intellectual, and as such, we strive to identify and support our high achievers.

With our highly individualized learning plans and differentiated classrooms, identifying high achievers comes naturally as students are able to demonstrate proficiency and progress on a daily basis through one-on-one formative assessments, bi-monthly CASAS assessments, and course completion rates. In HCCS high school classrooms, students are able to progress through course content as quickly as they feel comfortable and are awarded grades and credits upon course completion even though course content is designed to take either nine (9) weeks or eighteen (18) weeks depending on the course. Additionally, all High School students at HCCS are assessed in reading and math every six (6) to eight (8) weeks. In the ELD classroom, students work in multi-level classrooms where their instructors formatively assess them on a daily basis and can freely adjust and deliver content complexity as necessary as multiple levels and content areas are being addressed daily. HCCS ELD students are assessed in reading, listening, and math by CASAS proctors every six (6) to eight (8) weeks. ELD Teachers administer summative assessments at appropriate times during the term, including at the term's end and award progress marks to determine whether individual students are ready to advance to the next level.

Based on these assessments, individualized and small group lesson plans are prepared for each student. Students working above content level are placed in the curriculum at the appropriate level, which allows them to work in a content-accessible environment. For example, a Low Beginning ELD student may be working in the Low Beginning curriculum in Writing but at a High Beginning curriculum level in Reading. This student might change group settings throughout the day to allow for higher stimulation of content through new group settings. This allows for individualized instruction in the coursework area that is appropriate for the student and allows them to work at a pace and in an environment that is most appropriate to their abilities. Students who are advanced in all content areas can work ahead in all coursework, and students who have a specific aptitude in one or two subjects can work ahead in those specific subjects but still receive the time and attention they need for content areas in need of deeper focus. This classroom-based, individualized learning environment allows academically high achieving students to accelerate their learning, propelling them more quickly toward high school completion and diploma obtainment.

Additionally, we currently implement or are working toward the implementation of the following enrichment programs for students who show great aptitude in other areas of the curriculum:

- Our Early Childhood Education (ECE) program students currently use *Edynamic* to access advanced classes and electives. We plan to train teachers on the use and implementation of this resource as an additional tool to support our high achieving students in their academic goals and keep them engaged in their learning throughout their academic careers here at HCCS.
- High achievers may currently choose to become teaching assistants in various elective classes, where they can hone their own academic skills through the guidance they provide other students with the direct support and oversight of the instructor.

By providing individualized programs for high-achieving students, Highlands Community Charter School is able to meet the needs of those students who have a greater aptitude in one specific subject matter area, as well as those students who are high achievers in multiple areas. In this way, all students' needs are being addressed.

1.28: Students Achieving Below Grade Level

Students Achieving Below Grade Level
We choose to serve the unserved and recognize that this means many of our students have struggled with academic achievement in the past. We believe that all of our students are capable of greatness and go through great strides to remove obstacles to their achievement today. Our classrooms, by design, effectively serve students who, historically, are academically low-achieving, as well as those who are academically high-achieving.

Given the vast differences in educational, cultural, socio-economic, geographical, and emotional backgrounds of our students, we know that they will all learn at different paces. In the same way we identify and support our high achieving students, we use highly individualized and differentiated classroom setting and multiple assessment strategies to determine which of our students are in need of additional supports in order for them to successfully achieve their academic goals. Our individualized and differentiated classrooms support students in completing their required coursework and curricular content in a self-paced fashion, allowing them additional class time and instructional support to master curricular content before advancing.

By having a year-round learning program, our students are able to maintain their focus, motivation, and educational momentum with less interference of external distractions that might deter them from returning at summer's end. This promotes in our students a sense of commitment, and we regularly tell them, "Progress requires commitment, and commitment requires attendance." When our students feel committed to their own achievements, this leads to happiness which contributes to great learning environments for all and radiates to the surrounding community.

All of our students have decided to further their education because they desire to learn and produce purposeful, meaningful work in order to better navigate the world around them and participate in the community in contributory ways. When they are able to learn at their own pace, and the teacher, through his/her observations of each student, is able to prepare individualized lessons to meet the needs of the students in his/her classroom, this system has a foundation built on trust and respect of the individual, resulting in community members who make marked impressions on all those who witness success beyond expectations.

Our plan for low academic achievers includes three remediation areas. These include: Student Success Team (SST) plans, access to academic support programs, and the availability of supplemental materials to teachers.

Student Success Team (SST) members identify specific academic areas of need for low achievers and plan interventions that are monitored and reviewed at subsequent meetings. Plans include specific modifications within the classroom, resource materials and referral to supplementary assistance, and programs that target specific academic skills.

Programs, assistance, and services that target the needs of academically low achievers include:

- Reading Specialist
- High School Reading Skills classes
- Multilingual Paraeducators
- Math Paraeducators
- Literacy Classes - our ELD non-literate students, who have had very little, if any, access to written texts in their native languages are provided specialized instruction by Second Language Learner (SLL) literacy specialists.
- SIPPS Reading
- Student Engagement Liaisons

HCCS's curriculum has the flexibility to provide concrete materials for those students who are not ready for more abstract learning. The flexibility of the curriculum also allows for students within a classroom to work at multiple skill levels. Students' individualized work plans are modified to target skill remediation as needed or to provide additional challenges for skills already achieved. In addition to the availability of a wide variety of materials, teachers have access to supplementary materials and support from the Resource Program. Teachers check out materials to target skill areas as needed. They also have access to the Pre-referral Intervention Manual (PRIM), which provides multiple classroom interventions for specific academic areas.

Response to Intervention (RTI)/Student Success Team (SST)
Highlands Community Charter School teachers and staff utilize the Response to Intervention Model (RTI) to address the educational needs of our low achieving students to ensure learning is occurring. Struggling students are identified by procedures established by each school site, including CASAS results, student performance below 70% in a core subject area and/or failing to make adequate progress to next level courses. These students are provided with interventions such as highly qualified, research-based classroom instruction, ongoing student assessment, multilevel and differentiated instruction, and strong student involvement. These services are provided by a variety of personnel, including paraeducators (i.e. teacher assistants) and teachers during a scheduled RTI period. After appropriately utilizing the RTI process, students requiring further modifications other than additional instruction and re-teaching will trigger the Student Study Team (SST).

The SST focuses in-depth on one student at a time and encourages the adult student to participate in finding solutions. The SST uses a systematic problem solving and coordinating approach to assist students, teachers, and staff in seeking positive solutions to concerns that are interfering with success and to maximize student potential. The SST clarifies problems and concerns, develops strategies and organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher, and student. This process informs individual and class wide actions to address issues such as use of classroom resources, behavioral management, and classroom modifications. Many students can benefit from an SST, including those students achieving below or above grade level and students who have experienced emotional trauma, behavioral issues, or language issues.

Anyone who has a concern for a student can refer that student to an SST based on the RTI model for consideration. Our adult students may also self-identify and seek services for themselves. The referring party completes an HCCS SST Referral Form and submits it to the Director of Curriculum and Instruction and the student's counselor, who establishes an SST meeting. Anyone who is connected with that student can be included in the SST to provide information to share about the student's strengths, concerns, and strategies that have been used in the past. These people may include, but are not limited to, teachers, parents, counselors, doctors, administration, social workers, advocates, and law enforcement. Progress on action items is monitored by setting a follow-up SST meeting date within 4-6 weeks of the initial meeting. At the follow-up SST meeting, action items are reviewed, and student progress is discussed. The follow-up SST meeting is documented on the *Student Success Plan Follow Up,* at which time the action plan may need to be modified and additional interventions may be added depending on student progress.

A key goal to the HCCS RTI model is to improve the outcomes for all students. After implementation of an SST plan and follow up, if the problem continues, revisions to the plan may be discussed, or if necessary, a referral for special education or Section 504 assessment might be deemed necessary by the SST.

1.29a: Socioeconomically Disadvantaged/Low Income Students

At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies socioeconomically disadvantaged/low income students upon registration through our Household Income Data Collection form, and the information collected is recorded in our PowerSchool SIS system, allowing HCCS staff to monitor and track students in this subgroup.

As a large majority of our student population are identified as socioeconomically disadvantaged/low income, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in fun academic enrichment activities that are aligned to their level-pacing academic plans and are taught cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how to use mental models. Additionally, in order to meet the economic needs of this subgroup of students, HCCS holds workshops with partners on issues related to economic need.

1.29b: Students with Disabilities

Overview

Highlands Community Charter School will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older and is not required to join a SELPA pursuant to Education Code 47641(a) either on its own or with a grouping of charter school LEA's as a consortium. As such, HCCS does not receive state and

federal revenues in accordance with the SELPA's allocation plan. However, if a student, who previously had an IEP, enrolls at HCCS, a copy of the previous IEP is reviewed to identify specific learning disabilities from the SST to determine if the student is then 504 referable. If HCCS can meet the accommodation requirements from the previous IEP, then these accommodations will be incorporated into an SST as strategies. Any decision to deny or grant an accommodation by the SST shall be made in accordance with the law. Implementation of Special Education service begins with a Response to Intervention and pre-referral remediation and monitoring of low achievers by Student Success Team members. The team identifies problem areas for low achievers and plans interventions that are monitored and reviewed at subsequent meetings. When students do not make satisfactory progress after implementation of remedial programs and strategies, they may be referred for evaluation under Section 504 of the IDEIA.

Students in this subgroup are monitored in the same way as their general education peers except with some accommodations and modifications according to each student's SST or 504. Special education teachers are expected and required to provide progress reports on SST/504 goals at the same frequency in which general education teachers provide report cards and progress reports.

1.30: Students in Other Subgroups

Former Foster Youth

HCCS students are identified as former *Foster Youth* through enrollment applications. HCCS tracks students formerly in foster care through CALPADS. Students' assigned school counselors at HCCS meet the needs of each student individually by providing access to resources (e.g., clothing closet, food pantry) or to partners and mental health providers who are readily available to assist with the mental health needs frequently associated with students formerly from the foster care system. Interventions for students formerly in foster care are provided as needed through an SST (Student Success Team) process, which is provided depending on need based in academic and behavior performance. Additional support is provided to HCCS former Foster Youth through our student meetings and teacher and administrator open door availability. Teachers track how former Foster Youth are performing academically in their SST Action Plans after each benchmark to ensure they are maintaining growth.

Standard English Learners

Standard English Learner (SEL) students who speak African American Vernacular English (AAVE) and Latino American Language have mastered a language variety that is of a non-mainstream form. Each of these varieties is based largely in English vocabulary and grammar but employs its own phonological, lexical, syntactic, discourse, pragmatic, and usage features. These non-mainstream varieties are systematic and highly structured, with explicit rules for forming sounds, words, and sentences and are highly effective and useful as language systems in their communities of practice. The retention and application of the complex linguistic rules of these English varieties generate differences between the students' home speech and the language of the school. SELs are identified through examination of writing samples since SELs tend to write in an oral style that reflects the dialectical variance. Teachers and Specialists meet the needs of this subgroup through daily classroom instruction and support. HCCS provides focused professional development for its instructional team and monitors the progress of students in this subgroup through assessments and tasks that identify features of AAVE and Mexican American English such as students' ability to use context clues, word parts, multiple choice, examining writing samples, and monitoring fluency.

"A Typical Day"

1.31: A Day in the Life of HCCS

Many of our students start their day with their children, getting them ready for school, walking them to school, to the bus stop, or dropping them off in their car. Some of our students bring their small children to school at HCCS with them for play care. For our night classes, our students often arrive at school right after work.

Once our students arrive at school, they go to class, greet their teachers and classmates, enjoy tea or coffee, and settle into class. Days typically start with a warm-up, reading, or discussion to get students' brains warmed up and excited for the day ahead. Our teachers utilize thought provoking subjects to spark our students' intellect.

All of our classrooms utilize technology—many of them in very innovative ways. You may find a teacher utilizing Google Classroom and assigning projects to students which they receive on their personal cell phones. Other classrooms may utilize personal laptops where students can independently research topics, use web-based tools in study groups, or work on their resumes. Each teacher is able to tailor the classroom technology to his/her student population. For our multilevel high school classes, students are grouped at tables by the subject they are currently studying and work as a team towards their projects or work.

One of the most cherished experiences of our students at HCCS is the diversity of our "HCCS family". We have students from over 60 countries who speak 30 different languages. Our students become friends, support systems, mentors, and sometimes family during their time at HCCS. While walking our campus at lunch or break time, you will find diverse groups of students socializing together, laughing, or sharing food. Food is a huge part of the HCCS culture. It brings people together, allows our students to share their culture, and strengthens the relationships of our students.

Our high school students rotate classes based on their credit deficiency and level. A high school student's typical day could start in our English classroom, where they are reading a novel, then go to their pre-algebra or algebra course, where every student who walks through our doors with math anxiety leaves with confidence and appreciation for math, and their day may end in a career success class where they are learning about soft skills, interviewing techniques, and proper career attire.

During their time at HCCS, our students will come into contact with a number of different support personnel from paraeducators in their classrooms who can provide one-on–one assistance to career counselors in the student success center who can assist with record expungement, license reinstatement, and refer students to part-time employment to survive while attending school. Their counselor checks in with them on a regular basis, and our clear connection group provides a weekly support group for students who are dealing with a variety of addictions.

Student Biographies

Lupe Aguilera spent most of her life making noise so that someone would notice her. As a child, who grew up in a family of 14 siblings, Lupe was never given the recognition or support she needed to believe in herself. What's worse is that no one believed her when she told them she was being abused in her own household. "It got to the point where I wanted to just shut myself out. So I got myself into trouble all the time because I felt like my mom wasn't paying attention to me," Lupe said. "I thought if I got into trouble, maybe she would start paying attention to me." When she realized no one was listening, Lupe

said she started to act like the housemaid in order to get herself away from her abuser. She would clean up the five-bedroom, three-bathroom home once a week so that she could get permission to leave for as long as she liked.

Lupe went from couch to couch, family to family, group home to shelter, trying to find someone, anyone who would care. Finally, she found that one person who turned it all around for her, but it wasn't until much later in her life—after she had already had two children of her own. "I was in the shelter with my kids, and I was still messing up—still coming home late and drunk. I couldn't get it right. After a while, the workers at the shelter called me in. They were just tired of me because I couldn't get my shit together," Lupe remembers. They all sat Lupe down at a table and told her that everyone had voted her out, that no one wanted her there anymore, and that they didn't see anything in her. They told Lupe what she had been convincing them of all along—a truth she had believed herself.

"But there was this one guy there. His name was Jeff, and I'm never going to forget hi. He told me, 'I do see something in you, and I think you should stay. I think you should work this program like I know you can.' And ever since he told me that and believed in me, I got my shit together. I think I was just always looking for someone to do that, but I didn't know that it was that I needed," she said. Finding her place in this shelter helped Lupe to understand that when you fall down, it's okay to ask for help getting back up. "When I initially left to join the shelter, I told my parents, who I was living with at the time, that I was going to a hotel because I knew they would disown me if I told them. They had too much pride and thought they could help me themselves. Plus, me living with them was providing them with more disposable income," she said.

But once Lupe broke down and told her parents, the opportunities started opening up. "They were so mad at me," Lupe said as she started to cry. "I just told them that it's good for me and good for my kids and that I'm trying to be something better that I know I can be." Shortly after, Lupe earned a spot in transitional housing and started making strides for herself and her family. She started working full time and attending AA and NA meetings. "I couldn't believe I was making moves without having a partner by my side," Lupe said, "because Mexican women think that we need a partner to be with us because they are going to be our suppliers for everything and that we gotta depend on them, but it's not true. We need to know that we can depend on ourselves."

The outreach that she received through her shelter and those giving back in the community shook Lupe to her core. "It was so crazy—I never knew there were people out there like that. It made me change my ways," she said. Lupe said when she looks back on the years of her life that were spent high, she remembers how desperate she felt and doesn't want to ever return there. "I was going crazy. Like I would see or hear things that weren't even there. I would take so many pills, and I would faint," she said. "I just want to be better. My mom has always been that person who takes advantage of everybody. So I didn't want to be like my mom, and I still don't want to be like my mom. I think that's why I try to do everything I can for my kids now."

Lupe's relationship with her children has evolved greatly over the years, and she has finally won custody of her boys from a relationship which caused her much turmoil in her past. "Going through the custody battle with my kids was so hard because I couldn't read or write. I was constantly using my phone and talking to it to see how things were spelled to write it down on all that formal paperwork. It was hard," Lupe said. "I've come so far, and I won't stand for things anymore. I'm not going to be cleaning up after anyone else for the rest of my life." Now is the time in Lupe's life where she is focused on herself and her family. The first step in that journey was her graduation from Highlands Community Charter School on January 25, 2018. She is also an employee, working in the Clothing Closet and providing resources to those of our students in need. It was Lupe's vision to develop a mobile clothing closet for our school, which has made resources more readily available to those who are not on our main campus.

Brian is a 32 year old who attended 8 different schools from elementary to high school due to behavioral issues. He was given an IEP for his ADHD and never had expectations of success for himself. He dropped out of school in 10th grade, joined a gang, and started selling drugs to buy what his single mother couldn't afford. His choices led him to multiple incarcerations, never working an honest job, and a severe lack of self-confidence. While Brian was on probation, he was referred to a community partner for permanent housing where HCCS provided on-site education. Brian enrolled in our High School Completion program and our Truck Driving program to earn his diploma and Class A License. Brian faced significant challenges with Math and required one-on-one support and instruction. In the past, Brian had significant anxiety and struggles with math. HCCS was able to provide assistance to Brian, and he was able to pass his Algebra class and build his self-confidence and ability to succeed in school. While studying for his high school diploma, he also took our Truck Driving Pathway and earned his Class A License. Passing his Class A Permit test was a huge confidence builder and one of the first successes he's had in his life. This gave him the confidence to learn the skills necessary to pass his behind-the-wheel test and earn his Class A License. With a high school diploma and Class A License under his belt, Brian was able to go out and start his first job. This is a huge accomplishment for Brian! Now, two years later, Brian is still working as a Truck Driver for a local distribution company, earning a livable wage, supporting his family, and giving back to the community.

Shatoya is a 26-year-old high school dropout. She dropped out of school after her mother passed away when Shatoya was in the 11th grade and was placed in foster care. In and out of different homes and dealing with the death of her mother, Shatoya was not able to recover and stay in school. Shatoya lives in the Del Paso Heights neighborhood and was riding the bus one day when she saw a sign for Highlands Community Charter School and decided to stop and see what we had to offer. Shatoya always promised herself that she would earn her diploma for her mom and for herself. She enrolled in school and started the next day. At HCCS Shatoya became very active in student government, tutored her peers, and volunteered with the food distribution program. She earned a 4.0 and had perfect attendance during her time here. The teachers and staff recognized the bright young woman's potential and encouraged her to go to college and continue her education after graduation. Upon graduation, Shatoya enrolled at American River College to become a social worker to help young girls like she once was and change lives. While at American River College, she used her skills and passion from Highlands Community Charter School and assisted in the development of a student food pantry for students. Shatoya earned her associate degree and is currently working for the County of Sacramento while continuing to pursue her education and a bachelor's degree.

Blanca is a mother of 4 and an immigrant from Mexico. She worked at Jack-in-the-Box for 12 years as a manager to support her family. Blanca enrolled in our ELD program to improve her English and get a better job. She entered our program with good speaking and listening skills but needed to improve her reading and writing skills in English. Blanca spent 18 months in our ELD program, moving from Level 3 to Level 7. After completing Level 7, Blanca took our Bridge to high school class and re-designated to our high school program. While attending our High School Completion program, she was able to finally pursue her dream of getting a better job by taking our Early Childhood Education pathway and earning her Child Development Associate Credential. Blanca is currently taking Algebra, Economics, and interning with our Play care program. When Blanca walks the stage to receive her high school diploma with her children and husband in the audience, she will be living out her dream of a better job, showing her kids you can accomplish anything you put your mind to, and creating generational change.

Katya is a 30 year old immigrant from Ukraine where she was a bank manager. Katya came to the United States as an adult with her husband who was a successful lawyer in Ukraine. Katya had a basic understanding of English from her education in Ukraine, but wasn't confident in her speaking skills because of her accent. When Katya and her husband came to the United States, they had $120 and an

empty apartment. Katya's husband worked as a pizza delivery man at night to support their dream of becoming successful in the United States. Katya was able to connect with our student services staff who coordinated a donation of furniture, clothing, kitchen items, and toiletries for their home. Katya enrolled in our High Beginning ELD class and took her studies very seriously. She made a lot of friends from different countries, and they met outside of class for coffee to practice English and explore Sacramento together. Katya moved quickly through the levels and progressed to our ELD Bridge class in one year while also volunteering in a lower level class in the afternoons. Katya's teacher saw her potential, work ethic, and positive attitude and recommended her for a paraeducator position at HCCS for a literacy level course. Katya is now an employee of Highlands Community Charter School and loves giving back, changing lives, and encouraging students on their journey.

Elements 2 & 3: Measurable Pupil Outcomes and Method by which Pupil Progress Toward Outcomes will be Measured

The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. **(Ed. Code § 47605(b)(5)(B).)**

The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. **(Ed. Code § 47605(b)(5)(C).)**

Measurable Goals of the Educational Program

2.1: Description of Measurable Goals and Objectives

HCCS' annual goals and unique educational goals/objectives may be found in *Element 1—1.8: HCCS Annual Goals and Actions*

Measurable Pupil Outcomes: Summative Assessment Performance Targets

2.2: Specific Performance Targets

HCCS' specific performance targets may be found in *Element 1—1.8: HCCS Annual Goals and Actions*

2.3: Plan for Assessing Student Growth and Achievement

HCCS' annual measurable goals may be found in *Element 1—1.8: HCCS Annual Goals and Actions* (IF included in LCFF)

2.4: Other Performance Targets

HCCS' annual measurable goals may be found in *Element 1—1.8: HCCS Annual Goals and Actions* (IF included in LCFF)

Method for Measuring Pupil Progress Toward Outcomes: Formative Assessment

3.1: Monitoring and Measuring Student Progress

Measuring Student Progress
At HCCS our assessment procedures are essential accountability tools and help us to improve instruction and ensure student success. Our assessments and assessment results allow us to measure and track student progress. As we previously discussed in Element l, all of our curriculum objectives and assessments are aligned to the Common Core State Standards. Other formative and summative assessments are intended to assist us in the following areas:

- To inform our teachers of their students' levels and needs
- To ensure teachers recognize both areas of strength and growth and can supplement instruction where it is needed
- To provide our students with meaningful feedback about progress toward goals
- To ensure our school is making progress toward our vision, mission, and schoolwide learner outcomes
- To compare our school's academic performance data with other similar schools

As part of our instructional program, we assess students using a variety of assessment tools, including formal and informal assessments. We believe that all students excel academically when they are held to high standards and that all of our students meet our curriculum standards which we utilize to continuously assess our students' progress.

HCCS Assessments and Frequency

Enrollment Assessment
At HCCS we assess all of our ELD and high school students as part of the enrollment process. The assessment process varies between programs, but both programs assess all incoming students during registration.

ELD Placement Test
For our ELD students, we use two types of assessments. For reading, listening, and math we use CASAS and for writing and speaking we use in-house benchmark assessments designed by our Lead ELD Teachers and approved by our Director of Curriculum and Instruction. Our CASAS assessments are paper-based for our Literacy students and are computer-based for our Beginning Low to Advanced students. For our speaking test, the teacher begins by introducing themselves and asking the student basic conversation questions, such as their name and how to spell it. Then the teacher presents images to the new student and asks leveled questions about the pictures. The purpose of the speaking test is to illicit as much English as possible within the context of the images. If students can appropriately respond to questions, the teacher continues showing images and asking increasingly difficult questions. Students are then given a speaking level based on the test. After the speaking assessment, students are asked to respond to a leveled writing prompt that correlates to the level they received on the speaking test. If the writing prompt is too difficult, the teacher can give them the prompt that is a level below. The purpose of the writing prompt is to get a sample of the writing that represents the students' ability. The writing assessment is then graded, and the student is placed in the appropriate class.

High School Placement Test
For our high school students, we only utilize CASAS assessments as part of our new student enrollment. High school students are assessed in reading and math and placed in classes based on their enrollment

assessments as well as their transcripts. For our ELD students who are moving into our high school program, we assess them in reading, listening, and math to ensure that they are ready to enter high school.

CASAS Assessments

The one assessment tool that is utilized as a universal screener across all programs is the Comprehensive Adult Student Assessment Systems (CASAS). This nationally recognized assessment system integrates Common Core Standards which align to our curriculum in both ELD and high school programs. All students are provided these universal screeners to initially assess placement level and later on to assess learning gains throughout their time at HCCS. Additionally, we use CASAS to track our students' levels and progress through our ELD and High School Completion programs. After the enrollment process, students are CASAS tested on average every 6 to 8 weeks. Our goal is for students to improve by one level per every term, where one level is equal to a minimum of one point and a maximum of ten points.

Teacher Designed Formative Assessments

At HCCS teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations
- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
ELD Unit Assessments	Theme-based objective assessments	Monthly
ELD Content Mastery	End of term assessments and course grade	At the end of each term
High School Content Mastery	Course assessments and course grades	At the end of every high school course

Evaluation Methods
At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios. While course completion does not include an end-of-course evaluation such as a standardized test, many assessment types are implemented. Formative assessments that have been aligned to the state standards for the various units of study for the academic courses are used. For example, our U.S. History course has several standards-aligned units of study, each of which has a schoolwide, formative assessment tool that is used as part of the completion process. At HCCS our students are a very diverse group at varying levels. Through the guidance of our Director of Curriculum and Instruction, we elected to use formative assessment as part of the assessment process and throughout smaller units as a basis for some of the skills assessment. In this manner, we have one form of assessment that we can use to indicate proficiency for smaller units in a course. These formative assessments are only one measure of assessment. Evaluation measures are varied and include projects, teacher evaluations, work samples, etc. At HCCS we evaluate a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology, or demonstration of research skills. One of the primary roles of providing instruction is to evaluate the student's proficiency and skills acquisition, and we use multiple measures of assessment in our courses as part of our course evaluations.

Multiple Assessments
At HCCS we use CASAS scores as one measurement of a student's proficiency and skills attainment; however, they are not the only measure. CASAS scores help us to identify strengths, challenges, and areas of need. As an accountability measure, they are also in alignment with how CASAS scores are used along with the State's accountability indicators.

HCCS utilizes various methodologies to determine students' levels of academic success and, ultimately, their ability to graduate. These evaluations are based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework and formative and summative tests and criteria.

The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of Common Core standards such as presentation skills in the listening and speaking standards, integration of technology, or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. One of the primary roles of the teacher besides providing instruction is to evaluate the student's proficiency and skills acquisition. Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits.

Data Analysis and Reporting

3.2: Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data

At HCCS we use assessment data in four primary ways. First, we want to assist student learning as a diagnostics tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area. For teachers, this means truly understanding our students' strengths and weaknesses. We want to ensure that if a student is falling behind in an area, we can provide

them with the tools they need. We have paraeducators in English and math and Reading and Literacy Specialists. If we understand where our students need to improve, we can assist them.

Second, we use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing. This is a critical component for our stakeholders. At HCCS we have a team of professionals who analyze academic performance data. We look at everything from enrollment and enrollment assessments to demographic data, CASAS assessments and gains, grades, graduation rates and retention data. By analyzing student learning by year, we see how we are doing by teacher, course, program, and school compared to similar schools.

Third, we use assessment data to determine if a student has met or exceeded the necessary level of competency to gain formal recognition such as to complete a level or receive a diploma, licensure, or certification. In our ELD program, when a student meets all of the content and level objectives with an M, the student completes the level and moves to the next course. CASAS scores and teacher assessments are also considered part of the level completion process. For high school students, they complete courses when they earn a C or higher and have earned the required credits.

Lastly, we use assessments to determine if a student is underperforming in relation to their peer group, and we then evaluate if intervention supports are required or if the student is in the appropriate course. There are times when students are enrolled in courses that they are not able to complete. At HCCS one use of assessment is to ensure that students are appropriately placed. In some instances, it is imperative that a student enrolls in a remedial course to get the academic support they need, while other times the student can get support from their teacher, a paraeducator, or a specialist who will work with the student until they are able to complete course materials and assessments.

Grading, Progress Reporting, and Promotion/Retention

3.3: Grading and Progress Reporting Systems

English Language Development Grades

At HCCS we have two grading systems: one for ELD and one for high school. Our ELD grading system is M, A, D, and E.

M is for a student who is meeting or exceeding standards. This student regularly turns in assignments on time that are of A or B quality. This student would also be eligible to advance to the next level within ELD.

A is for a student who is approaching standards. This student is submitting assignments of average quality much like you would see with a C student. This student is trying but may be struggling with content and needs more time in this level. This student is not eligible for level advancement.

D is for a student who is still developing an understanding of the standards at the time grades are assigned. This student might submit assignments of below average or D quality or might be unable to complete assignments on time because they are new or because the content is too difficult. This student is not eligible for level advancement but may need to be dropped one level for comprehensible input.

E is for a student with emerging understanding of standards. At HCCS this grade is reserved for a student with poor effort to complete assignments. The assignments submitted by this student would be of very poor quality or similar to an F student.

At HCCS we first started the ELD grading system, MADE, at the end of the 2016–17 school year. Prior to the 2016–17 school year, we did not have an ELD grading system in place. It was created to ensure that the ELD students were proficient and meeting each level objective stated within HCCS's ELD curriculum before moving to the next level. It was also created to show ELD level completion, as M indicates that an ELD student is ready to move the next level. ELD students receive grade reports at the end of each term.

High School Grades

For our high school students, we use the traditional grading system A, B, C, D, and F. For GPA points, an A has a value of four points, B has a value of three, C has two, D has one, and F has zero. Although teachers may add a plus or minus to a grade, they do not impact the students' GPA. In high school, students must receive the letter grade of C or better to pass a class or earn credits. If a student receives a grade lower than a C, they must complete alternative assignments until they can get a C or better in the class. During the 2014–15, 2015–16 school years, high School students received grades every six weeks. During the 2017–18 school year, we transitioned from a six week grading period to an eight week grading period. In the 2018–19 school year, we transitioned to a nine week grading period.

Promotions

At HCCS there are two systems to address level promotion and graduation: one for ELD and one for high school. At HCCS our ELD students are promoted to the next level when they have met all of the curriculum objectives for that level and have received the grade of M. For the 2016–17 and the 2017–18 school years, ELD students received grades every 12 weeks and were eligible for level promotion at that time. The grading schedule changed for the 2018–19 school year to every nine weeks. Although ELD students do not earn credits for their classes, our high school students do.

At HCCS all of our high school students are enrolled in our high school program into twelfth grade and remain in the twelfth grade until they are eligible to graduate. While our high school students are not eligible for grade promotion, they are eligible to graduate when they have earned enough credits. Our high school students are eligible to graduate when they have earned 200 high school credits: 100 Academic, 90 Elective, and 10 Career Technical (CTE) credits. As part of the 200 credits, transfer credits and employment credits count toward this total. High school credits are awarded by 5 credits in 9 weeks and 10 credits in 18 weeks. Currently, high school credits are awarded every nine to eighteen weeks at the end of each course when students receive course grades.

Retention

At HCCS we address retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagements systems coordinate efforts to strengthen two-way communication between students and the school. We have many professionals who support retention: Navigators, Reclassification Specialist, Reading Specialist, Transition Specialist, and Student Engagement Liaison. This collaboration not only helps student relations but also increases student achievement and retention.

Program Audit

HCCS will compile and provide to TRUSD an annual performance report. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.

- A summary of major decisions and policies established by HCCS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on waiting lists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Element 4: Governance

The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. **(Ed. Code § 47605(b)(5)(D).)**

Governance Structure

Highlands Community Charter School is a directly funded independent charter school operated by Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation, pursuant to California law. The Charter School agrees to maintain its non-profit public benefit corporation in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board") which is responsible for ensuring progress toward the mission, faithfulness to the charter, and fiscal viability. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, the Executive Director, Director of Curriculum and Instruction, and Chief Operating Officer. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

4.1: Governance Structure

HCCS agrees and acknowledges that the governing board of HCCS is the sole controlling governing body for the Charter School. The Board of Directors is responsible for governing the Charter School. The Board Members each have a personal fiduciary duty to look out for the long-term well-being of the Charter School. The Board is responsible for addressing major matters including, but not limited to, the governance and operation of Charter School in compliance with applicable law, policy, and the Charter, as they may be amended from time to time; the Charter School's financial management and viability, including but not limited to all expenditures and accounting of all public funds received by or on behalf of the Charter School and its students; setting the Charter School's general policies and overall curriculum policies; approving and monitoring the annual budget and financial procedures; fund-raising; selection, hiring, evaluating, and termination of the Charter School's Executive Director and Compliance Officer; approving personnel policies and monitoring their implementation; establish broad support and future partnerships to further the mission assuring that the Charter School fulfills its charter contract; and, strategic planning.

HCCS has adopted a conflict of interest code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to,

Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board as further outlined in the Bylaws include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law such as the Public Records Act and policies such as Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.

Organizational Chart
2018-2019

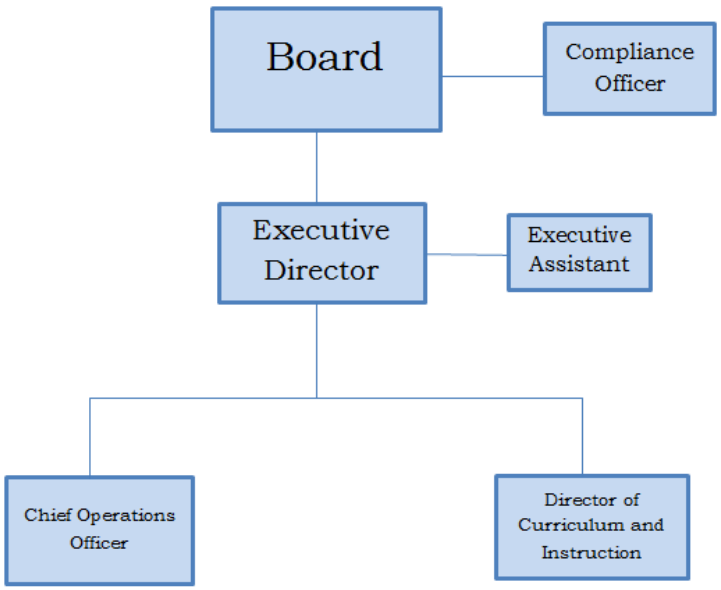

Instructional Division
2018-2019

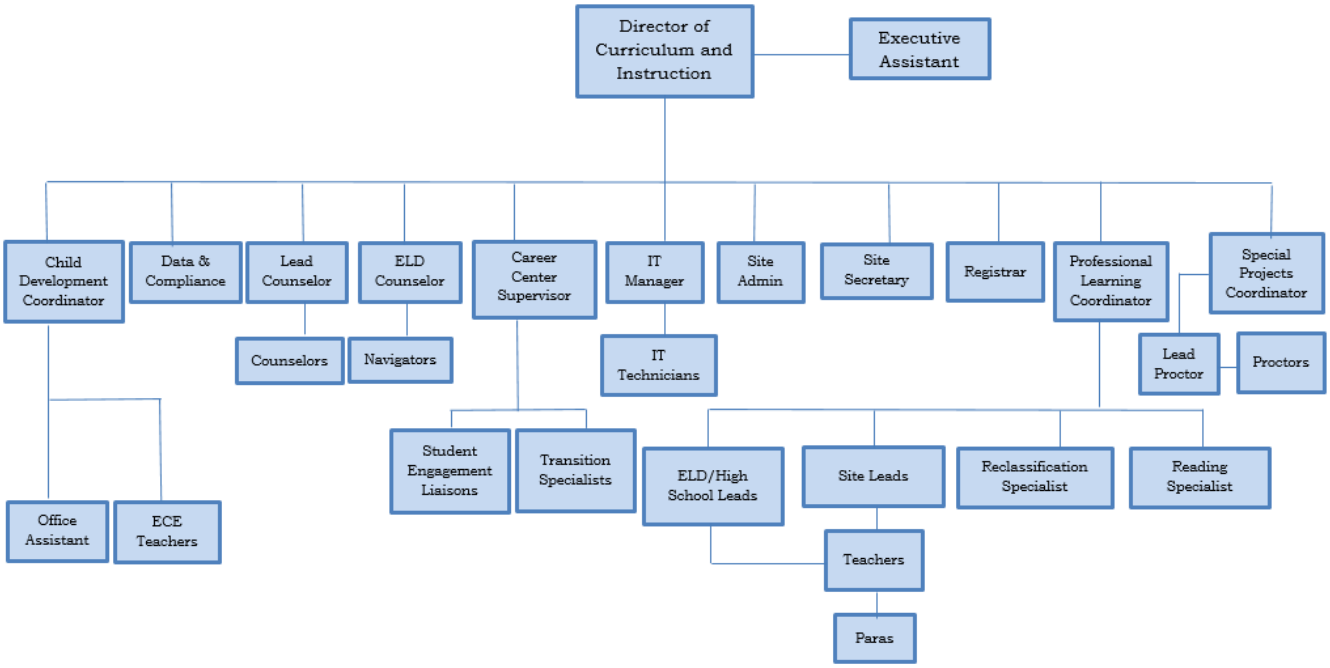

Operational Division
2018-2019

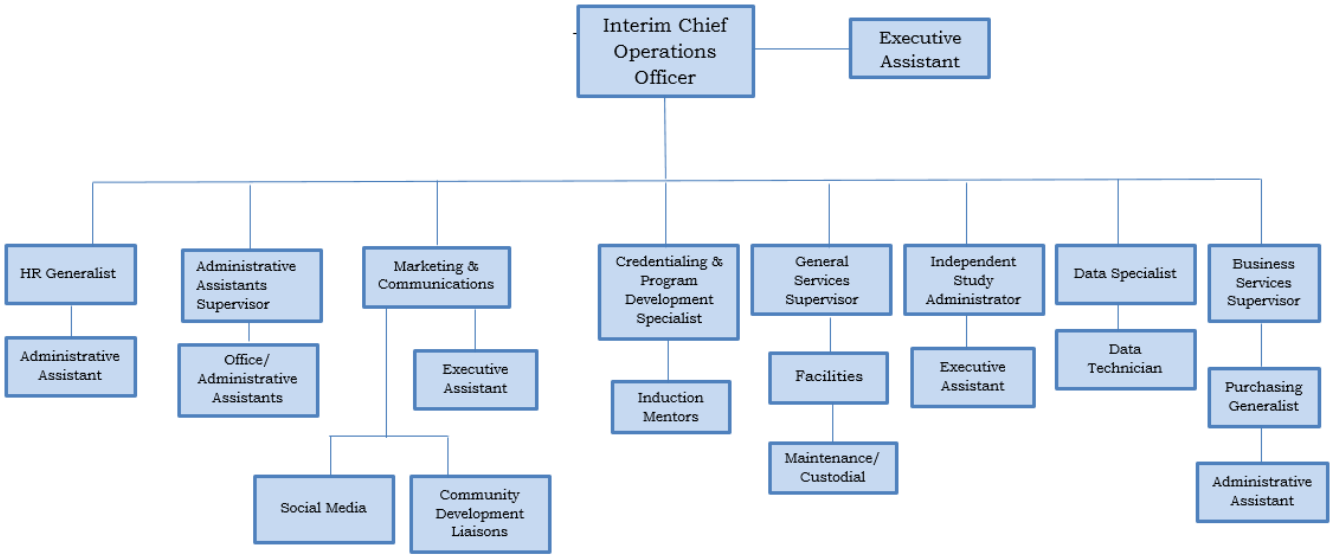

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The Executive Team at Highlands Community Charter School plays a critical role in creating, improving, and maintaining a meaningful learning environment that promotes the academic progress of our students. The executive team includes an Executive Director, Director of Curriculum and Instruction, and the Chief Operations Officer. Through high quality leadership, our executive team successfully develops, implements, and evaluates school systems and policies, including but not limited to finances, assessment, facilities, and accountability measures under the direction of a school board.

Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of HCCS and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of HCCS personnel, evaluation, promotion, termination or discipline of HCCS personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The HCCS Executive Director manages the day-to-day operations of HCCS by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by HCCS, interacts with HCCS accountants and attorneys, and performs other duties lawfully assigned by action of the Board.

The *Director of Curriculum and Instruction* provides leadership and focus for the development, coordination, implementation, and evaluation of instructional quality and content of curriculum and instructional materials, technology infusion, and professional development programs for Highlands Community Charter School.

The *Chief Operations Officer* plans, organizes, monitors, coordinates and supervises a complex system of school operations, including but not limited to: staff evaluations, student engagement, school safety, employee performance, school climate, data analysis and impact on instruction, organizational alignment of curriculum per the Director of Curriculum and Instruction, budget development, professional development for classified employees, leadership training, and community partnerships. The Chief Operations Officer provides leadership in promoting the educational objectives and values of collaborative planning, implementation of the decided curriculum per the Director of Curriculum and Instruction for classified employees, effective instructional practices and support programs and services, and directly supervises HCCS individual department leadership.

In order to ensure that the Board of Directors, officers, management, and employees are in compliance with applicable statutes and regulations, that HCCS policies and procedures are being followed and that behavior in the organization meets the HCCS standards of conduct, HCCS employs a *Compliance Officer* who functions as an independent and objective person who reviews and evaluates compliance issues/concerns within the organization.

Governing Board Composition and Member Selection

4.2: Board Composition

HCCS is governed by a corporate Board of Directors in accordance with its adopted corporate bylaws, which are consistent with the terms of this charter. The Board of Directors has nine (9) voting members, including a TRUSD appointed representative. Each director brings significant experience and strong commitment to the organization. The current HCCS Board of Directors includes:

- Ernie Daniels, Corporate President

- Doyle Radford, Vice President
- Matt Powers, Corporate Secretary
- Sharon Rocco, Board Member
- Rick Jones, Board Member
- Sonja Cameron, Board Member
- Sondra Betancourt, Board Member (TRUSD Representative)
- Kevin Ferreira, Board Member
- Mellonie Yang, Board Member

The Board addresses program concerns regarding the operation and improvement of Highlands Community Charter School. The Board is the final policy-making authority for Highlands Community Charter School. The Board, working with the Executive Director, recommends programs, policies, and schedules designed to meet the evolving educational needs of HCCS students and teachers.

In order to be more inclusive of representation programmatically of our students and community, the board voted and appointed new members Ernie Daniels and Kevin Ferreira in August of 2017, and Mellonie Yang in February of 2019. Mr. Daniels is a longtime community member who has strong ties to the community. He has a very keen sense of awareness of the local populace and serves on a variety of local community organizations. Mr. Ferreira is the President of the Craft Trades of Northern California which include: local iron workers, carpenters, and electricians. The knowledge he possesses in regard to understanding and forming community partnerships with business entities is invaluable. Ms. Yang joins our board with nearly 20 years of public service attorney experience. She is the Senior Staff Attorney for California Department of Correction and Rehabilitation. In her many years of service, she has advocated for public safety and on behalf of victims including elders and children.

As of July of 2017, Ms. Sondra Betancourt joined our Board of Directors by appointment from our authorizer, the TRUSD. Her appointment appropriately addressed the need to ensure that a community member was appointed by the authorizer as the former member that was appointed had previously served as a Board member on the Twin River Unified School District.

The changes in our governance structure have provided a broader scope, depth and level of inclusiveness to how we operate our school as a whole. We represent our community and students with better comprehension. Particularly, with the addition of the appointed representative from our authorizing district, the level of mutual understanding and transparency for both Local Educational Agencies (LEA)s has increased significantly.

4.3 Member Selection

HCCS is governed by the Board of Directors pursuant to the adopted Bylaws, as may be subsequently amended from time to time, which shall be consistent with this charter. The process of selecting members of the Highlands Community Charter School Board of Directors is described in detail in the Bylaws of the organization. All Directors are designated by the existing Board of Directors. As outlined in the Bylaws, Board members serve a term of 3 years. The HCCS Governing Board of Directors will consist of at least three (3) members or up to as many as eleven (11) members. TRUSD may appoint a representative to sit on the Board of Directors. Should the District exercise this right, causing an even number of members, an additional Board member would be designated by the Board. These additional appointed and designated Board members may expand the board past the general limit of 11 members.

Board member candidates may have experience in the following areas:

- K–12 Education
- Finance
- Information Technology
- Law
- Marketing
- Public Policy
- Facilities / Real Estate
- Social Services
- Human Resources
- Child Development
- Non Profit
- Parent / Community

Ideal candidates demonstrate an understanding of, alignment with, and endorsement of the charter and mission of HCCS, possess a willingness to dedicate themselves to ensuring the success of the Charter School, understand the Charter School as a direct-funded, independent charter school authorized by TRUSD, and are able to provide resources or expertise and experience in support of the Charter School and organization.

With retention of General Counsel to advise on conflict matters, along with training available to Board members, HCCS has, and will continue to be proactive to prevent any actual or potential conflicts of interest. HCCS will not enter into any consulting contracts or agreements that are deemed to be a real or potential violation of conflict of interest laws, and our General Counsel will ensure that all Board activities are conducted to prevent such conflicts of interest from arising.

Governance Procedures and Operations

4.4: Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and are open to the public; each agenda will include time for community input with regards to Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website for public viewing 72 hours in advance of any regularly scheduled meeting. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available by public request. Meetings are held at the principal office of HCCS or other locations within California designated by resolution of the HCCS Governing Board of Directors or in the notice of the meeting. The Board meets on a regular basis (e.g., monthly during the school year and as appropriate at other times). Meetings are calendared annually.

4.5: Decision Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC") which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of all voting Board members constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- approval of certain transactions between corporations having common directorships,
- creation of and appointments to committees of the board, and
- indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Stakeholder Involvement

4.6: Stakeholder Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, we make every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback. We encourage students and staff to attend, speak, and present at Board meetings; we request that students and staff complete various surveys (e.g., English Learner Advisory Committee ("ELAC") surveys, student satisfaction surveys, exit surveys); we proactively reach out to students regularly to encourage them to meet with our counselors to continue discussing their goals and needs; and we are proudly responsive to the feedback we receive.

We encourage and teach our students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Our teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being. The birth of our mobile clothing closet, housing resource connections, and ELD Navigators program are all examples of student influence on governance and fiduciary direction of the school.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during a variety of meetings and discussions schoolwide. Following these meetings, the Executive Director meets with the school leadership team to discuss the changes in the funding formula and how those funds could be used to best meet student needs, after which the Director of Curriculum and Instruction collaborates with the designated coordinator to draft a plan in accordance with State Priorities and local goals. Once decided, the Executive Director and the Director of Curriculum and Instruction meet with school faculty and present State Priorities and the school goals. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all

other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comment and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP for the 2019-2020 school year.

Student consultations occur with regular frequency in order to promote student input. We consult students by way of student/teacher collaborations, student/counselor collaborations, email, conventional postal delivery services, phone communication, student surveys, and student participation in school activities. Teachers are consulted regularly through monthly professional development opportunities, instructional collaboration, mentor teaching, email, and staff surveys. Responses gleaned from the student and staff surveys help the Charter School make program modifications to better serve the students.

Other student engagement strategies that we employ include:

- Student education initiative featuring a variety of sessions on topics such as college admissions, financial aid, financial literacy, student rights, etc.
- Posting of Board meeting announcements in the Charter School's main office.
- Translation of student communication materials into Spanish, Russian, Farsi, and Arabic.
- Frequent opportunities for student involvement in Charter School activities.
- Volunteer opportunities on campus.

Additionally, we use our school website to keep our students informed of all upcoming activities, important calendar items, and Board meeting minutes. We promote student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to our website via our Instafeed of social media content.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals.

Element 5: Employee Qualifications

The qualifications to be met by individuals to be employed by the charter school. **(Ed. Code § 47605(b)(5)(E).)**

Overview

HCCS believes that all of its employees play a key role in creating a successful learning environment and will recruit professional, effective, and qualified personnel to serve in administrative, instructional, instructional support, and non-instructional support capacities. All employment is contingent upon successful Live Scan reporting through the Department of Justice and a background/reference check. Additionally, staff working with children or working at a campus site with children shall also maintain: First Aid/Cardiopulmonary Resuscitation ("CPR") Certification as part of our internal practice, and current tuberculosis ("TB") testing or risk assessment. HCCS maintains a drug, alcohol, and smoke-free workplace and campus, enforces all applicable laws and policies against harassment of protected classes, upholds requirements for mandated reporters, and provides appropriate due process for complaints, disputes or grievances involving or affecting staff members. Upon confirmation of employment, all HCCS staff shall complete orientation and training as applicable to their position that supports their willingness and ability to fulfill the responsibilities and duties of their position in accordance with the organization's policies and educational philosophy.

HCCS is independent from TRUSD and any District employees who choose to work at HCCS will resign their status as employees of TRUSD or other school districts and all of their rights and benefits thereof. No person employed by HCCS shall be deemed to be employees of TRUSD for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with TRUSD.

HCCS maintains an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before August 1 of each subsequent year, HCCS shall provide TRUSD with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to salary, health benefits, sick leave, vacation, and retirement benefits.

All employees will possess appropriate qualifications according to the HCCS adopted personnel policies and federal and state statutes applicable to charter schools.

Employee Positions and Qualifications

5.1 & 5.2: Employee Positions, Job Descriptions, and Minimum Qualifications

Executive Team

The executive team at Highlands Community Charter School plays a critical role in creating, improving, and maintaining a meaningful learning environment that promotes the academic progress of our students. Through high quality leadership, our executive team successfully develops, implements, and evaluates school systems and policies, including but not limited to finances, assessment, facilities, and accountability measures under the direction of the Board. Our HCCS executive team job descriptions and qualifications are outlined below.

Executive Director
Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of HCCS and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of HCCS personnel, evaluation, promotion, termination or discipline of HCCS personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The HCCS Executive Director manages the day-to-day operations of HCCS by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by HCCS, interacts with HCCS accountants and attorneys, and performs other duties lawfully assigned by action of the Board. Our HCCS Executive Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a (4) four year degree and program administration and planning experience, preferably with experience in management as an executive officer.

Director of Curriculum and Instruction
The *Director of Curriculum and Instruction* provides leadership and focus for the development, coordination, implementation and evaluation of instructional quality and content of curriculum and instructional materials, technology infusion and professional development programs for Highlands Community Charter School. The Director of Curriculum and Instruction possesses, at a minimum, a bachelor's degree, preferably a master's degree, in a field related to Education, seven (7) years teaching experience in English Language Development, high school core classes or Career Technical Education ("CTE").

Chief Operating Officer
The *Chief Operating Officer* plans, organizes, monitors, coordinates and supervises a complex system of school operations, including but not limited to: staff evaluations, student engagement, school safety, employee performance, school climate, data analysis and impact on instruction, organizational alignment of curriculum per the Director of Curriculum and Instruction, budget development, professional development for classified employees, leadership training and community partnerships. The Chief Operating Officer provides leadership in promoting the educational objectives and values of collaborative planning, implementation of the decided curriculum per the Director of Curriculum and Instruction for classified employees, effective instructional practices and support programs and services, and directly supervises HCCS individual department leadership. The minimum qualifications for this position include any combination equivalent to a four-year degree in business, public administration or a related field, preferably with five years of increasing responsibility and experience in the administration of operational programs in education.

Executive Assistants
HCCS employs executive level support staff members who report directly to their respective Directors. *Executive Assistants* provide administrative support in one-on-one working relationships. The Executive Assistants serve as the primary point of contact for internal and external audiences on all matters pertaining to their Director. The Executive Assistants serve as liaisons to the Board of Directors and senior management and organize and coordinate administrative outreach and external relations efforts. HCCS Executive Assistants demonstrate a high degree of self-directedness, proactive attitudes, sound independent judgment, discretionary decision making, and professional accountability. HCCS Executive Assistants accommodate different work styles, demonstrate sound and consistent judgment, make timely decisions in relatively complex situations, and prioritize among multiple projects. At a minimum, HCCS Executive Assistants have 3 or more years of experience working at a senior and/or administrative level. Possession of an AA/BA or equivalent experience is preferred.

Instructional Division

Highlands Community Charter School recognizes the immense importance of our instructional staff in achieving our mission and the goals set out in our Schoolwide Learning Objectives. Our teachers motivate students and support their achievements while fostering positive, trusting relationships to create a productive learning environment. Our instructional support staff ensure students and teachers are working together in a safe and supportive climate and encourage access to additional resources as necessary. As such, HCCS screens and hires highly qualified staff for our Instructional Division who, under the direction of the Director of Curriculum and Instruction, meet the minimum specified qualifications outlined below.

Administrators

Administrators play a key role in the delivery of quality instruction at Highlands Community Charter School. Our Administrators ensure that educational strategies are in place to support effective learning for all students. They serve as facilitators, guides, and supporters of quality instructional practices in addition to overseeing day-to-day operations and expeditiously making improvements as necessary.

Site Administrators

Highlands Community Charter School employs *Site Administrators* who serve as the operational leaders and administer the site(s), faithfully perform the duties for HCCS in accordance with Board Policies as may be assigned by the Board, and comply with all lawful Board directives, state and federal law, rules, and regulations as they exist or as they are adopted or amended. The HCCS Site Administrators hold bachelor's degrees or an equivalent combination of experience, training, and education with prior experience working in an academic leadership capacity.

Coordinators

Coordinators are an integral part of the academic team, supporting various elements of the instructional program, supervising instructional staff, effectively delivering curriculum through staff training, supporting the achievement of departmental goals, learning outcomes, and benchmarks. Academic coordinators at Highlands Community Charter School are innovative and responsive to student needs. HCCS coordinator position and qualifications follow.

Special Projects Coordinator

To best serve students through an offering of broad course offerings and programs, HCCS employs a *Special Projects Coordinator* to provide leadership and project management to key strategic initiatives in support of quality instruction. The Special Projects Coordinator directs and coordinates the planning, facilitation, and writing of the Local Control Accountability Plan as well as services, accountability, compliance, and other activities connected with targeted academic processes, programs, and projects. In addition, the Special Projects Coordinator reviews and ensures compliance mandates are met for the Workforce Innovation and Opportunity Act ("WIOA") as part of HCCS's ongoing Career and Technology Education programs development, oversees student monitoring, tracking data from internal or external measures to assist second language speakers with achieving reclassification, and understands current practices related to State associated compliance mandates (e.g., Local Control Accountability Plan, WIOA, Categorical programs, and English Language Learners), current requirements for students to achieve graduation eligibility, and matriculation practices related to student credit status agreements with local colleges. The Special Projects Coordinator implements professional learning methods for adult learning, possesses professional presentation skills with small or large group participants and has a proven track record of working successfully with teachers, support staff, and students. The Special Projects Coordinator possesses prior knowledge relating to state mandates such as LCFF-LCAP, WIOA, CTE, is skilled in the use of data management systems, English learner certifications, and has the ability to meet deadlines as articulated by various compliance mandates (e.g., WASC, School Reauthorization, Reclassification).

Professional Learning Coordinator
In addition, supportive efforts include the hiring of a *Professional Learning Coordinator* whose chief responsibility is to coordinate the ELD Program, advise and act in an academic leadership capacity. The Professional Learning Coordinator possesses previous experience coordinating ELD Professional Development and the ability to work with sensitive and confidential information and maintain confidentiality. The HCCS Professional Development Coordinator communicates well with a diverse group of people on a daily basis. Minimum qualifications include 5 years teaching experience and the possession of a valid California teaching credential, the ability to work with sensitive and confidential information and maintain confidentiality and the ability to communicate with a diverse group of people on a daily basis.

Child Development Coordinator
As part of our Early Childhood Education program, our *Child Development Program Coordinator* plans, organizes, and coordinates the Child Development Associate ("CDA") program and the Play Care Program to comply with District, licensing, and other requirements including mandated legal and regulatory provisions; supervises staff assigned to the Center; prepares, recommends, and implements policies, procedures, and operations that pertain to the Child Development Program which includes the CDA credentialing and Play Care Program at all sites. At a minimum, the Child Development Program Coordinator possesses a master's degree from an accredited college/university, preferably in human development, child development, or early childhood education and/or bachelor's degree with a minimum of four (4) years' experience in a child care center environment with increasing supervisory responsibility. The Child Development Program Coordinator has possession of, or eligibility to obtain and retain, a Child Development Program Director Permit issued by the California Commission on Teacher Credentialing; experience in directing a licensed program and the corresponding management experience; and demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, ethnic, and disability backgrounds of high school students.

Academic Specialists
As part of ongoing and growing efforts to support our instructional team and in order to ensure students are receiving the highest quality instruction and support HCCS can provide, we employ specialists to support school instruction and operations. Each academic specialist candidate possesses the necessary education and professional experience related to their field of specialty to qualify them for the duties and responsibilities of the position. Our specialist positions and qualifications are as follows:

Credentialing and Program Development Specialist:
The Credentialing and Program Development Specialist coordinates and provides analytics, data management, event support, policy and procedure compliance, and technical services to programs such as professional development, curriculum and instruction, and/or sites with standalone, categorical, community-based, or other specially funded education programs that contribute to and encourage attendance and retention for targeted students or groups. The Credentialing and Program Development Specialist is a position that is part of research, data management, analytics, and event support to academic and administrative programs and services, as well as Human Resources. The Credentialing and Program Development Specialist applies program logistics and planning skills along with research, data compilation, and statistical analysis knowledge to provide decision support to a range of programs and services such as those for enhanced learning, professional growth and development, and teacher support. The Credentialing and Program Development Specialist demonstrates success in working with a wide range of stakeholders such as educational oversight agencies, service providers, human resources, school administrators, board of governance, certificated, classified and leadership staff. The Credentialing and Program Development Specialist is responsible for assisting in the hire of new teachers and

confirming/guaranteeing their eligibility to teach by providing credentialing analytics. The position requires a well-developed knowledge of school administrative services, programs for developing and retaining teachers, and services for retaining and engaging students, parents/families, and communities; computers, office productivity applications such as word processing, spreadsheets, and graphics, and specialized data management programs used in education; writing skills to prepare brochures, technical materials, and reports; and human relation skills to make formal presentations, facilitate group processes, and exercise sensitivity to diverse populations. The position requires working knowledge of program goals and objectives, procedures and regulations, the roll of cultural, social, and related activities in student engagement, community demographics; the professional development programs that enhance teaching; and math skills sufficient to read and analyze financial statements. The position requires the ability to carry out all aspects of the job; convert program goals into action plans; evaluate program outcomes; to plan, prioritize, and assign work in order to meet yearly schedules and timelines; facilitate meetings and processes involving diverse groups; maintain confidentiality of private and sensitive information; and secure funding, secure local interagency partnerships, and accomplish goals within financial limitations, maintain productive and cooperative working relationships with others as well as a bachelor's degree or equivalent combination of experience, training, and education with prior experience working in a school setting.

Reclassification Specialist
The *Reclassification Specialist* performs a variety of complex clerical and statistical record keeping duties related to the enrollment, transition, graduation or withdrawal of students including those in special programs, according to established policies and procedures. This individual receives, sets up, and evaluates records, updates files with class credits and grades as needed, evaluates records for compliance with graduation requirements, and maintains and archives academic records. The Reclassification Specialist possesses a high school diploma and college-level coursework in business practices, or equivalent, and three years of progressive experience providing administrative support in records, attendance, and data entry of student information. Additional higher education may substitute for some experience.

Reading Specialist
The *Reading Specialist* works with students who are identified by the Director of Curriculum and Instruction or designee and who have a written 504 plan. The HCCS Reading Specialist provides direct services to these individuals on a one-to-one or group basis. Instruction occurs in an appropriate educational setting and may include the general education classroom. The Reading Specialist, with other Academic Leadership team members, defines specific goals and objectives in the written 504 plan and participates in the annual review, triennial review and any special review of the students' progress. The minimum qualifications that the Reading Specialist possesses are three (3) or more years of teaching experience, including both regular and special education, and a valid and clear teaching credential in either Multi/Single Subjects or Adult Education.

Counseling Team
Our school counselors and other counseling support staff are vital members of the HCCS educational team. We employ counselors to assist each and every student in a multitude of areas including academic achievement, career readiness, and social/emotional health, safety, and development, ensuring our students become productive, well-adjusted participants in the community. Outlined below are the positions and qualifications of our counselors and counseling support staff.

Lead Counselor
The *Lead Counselor* at Highlands Community Charter School manages the Counseling Services Program. This individual provides academic counselor evaluations and program administration while cooperating with the administrative staff in planning curricular programs to meet the needs of students. The HCCS

Lead Counselor prepares publications as required and conducts evaluative studies of the school programs and their effectiveness in achieving student learning outcomes. At a minimum, our Lead Counselor possesses a bachelor's degree, and prior job related experience, preferably with progressively responsible management experience.

ELD Counselor
The *ELD Counselor* oversees advising and/or academic program for the English Language Development Program. The minimum qualifications met by the HCCS ELD Counselor are equivalent to a master's degree and experience in counseling, successful experience working in schools as an outside agent, demonstrated experience in developing and managing complex schedules and using effective interpersonal communication skills.

Counselors
HCCS *Counselors* provide counseling and guidance services to students. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. HCCS Counselors refer students to other community resources, support groups and social service agencies as appropriate. At a minimum, HCCS Counselors possess a bachelor's degree with a major in School Counseling and two (2) years of experience as a high school counselor.

ELD Navigators
HCCS employs *ELD Navigators* under the direct supervision of the ELD Counselor or designee. The ELD Navigators work with English language learners to deliver assistance in the students' native languages whenever possible while connecting to community and school resources and services. The ELD Navigators provide a means for clear communication for students to receive information regarding school activities, procedures, programs, career technical guidance and services available. At a minimum, ELD Navigators possess a bachelor's degree or an equivalent combination of experience, training, and education with prior experience working in a school setting. HCCS ELD Navigators are bilingual or even multilingual, preferably in Spanish, Farsi, or Slavic dialects.

Teaching Team (Instructional)
At HCCS we know that teachers are the direct line for ensuring that our students are able to achieve the goals set forth in our mission and schoolwide learner outcomes. Therefore, we screen and hire only highly qualified teachers. Teachers are responsible for facilitating a learning environment supportive of California state educational standards and HCCS philosophy. Teachers hold a minimum of a bachelor's degree from a degree granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally, all teaching staff meets the highly qualified requirements of the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, HCCS teachers of core academic subjects have:

1. A bachelor's degree from a degree granting college or university,
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or an appropriate Adult Education or other Designated Subjects credentials, and
3. Demonstrated core academic subject matter competence. Demonstrated core academic subject competence for elementary grades is done through a California Commission on Teacher Credentialing (CCTC) approved subject matter examination or by completing the California High Objective Uniform State Standard of Education ("HOUSSE") certification process. Alternatively, as our classes are organized primarily for adults and constitute alternative curricula in Education Code Section 44865, HCCS teachers may fulfill their highly qualified status via California's Verification Process for Special Settings (VPSS). High school teachers teaching in multiple subjects environments are subject to the same requirements. High School teachers working in

specific subject matter areas are held to the middle/high school requirements of the ESEA/ESSA as follows:

a. Successful completion of the applicable CCTC approved subject matter examination;
b. Completion of a coursework option such as:
    i. a CCTC approved subject matter program;
    ii. a major coinciding with the assigned area of instruction;
    iii. a major equivalent (32 semester units); or
    iv. possession of a graduate degree in the core academic subject area to be taught
c. Normal Board certification in the core academic subject to be taught
d. Completion of the HOUSSE certification process.

California Education Code 44253.1 requires all teachers with a Multi or Single Subject credential serving English Language Learner (ELL) students hold appropriate authorization: CLAD/CTEL/SB 395/AB 2913. While not all HCCS teachers who have Multi and Single Subject credentials instruct ELL students, as a part of HCCS' ongoing commitment to excellence, HCCS strives to prepare every certificated staff member to serve ELL/ELD students by properly equipping teachers with the tools and training needed to serve this high demographic of HCCS students. This commitment and opportunity for professional development is provided both to those holding CLAD certifications through their Multi and Single Subject credentials as well as those who are not required to possess it, such as those with CTE or Designated Subjects credentials. Upon employment, all HCCS certificated staff are offered ELD training and ongoing professional development throughout the year by working with ELD academic leaders and mentors to improve test scores, develop teaching instruction, and identify areas of strengths and weaknesses in student learning. HCCS encourages all certificated staff to complete, update and maintain their ELL authorizations through ongoing education and training, both at the university level and through HCCS professional development.

HCCS key administrative staff will have training to assure understanding in determining the fulfillment of ESEA/ESSA's highly qualified requirements. HCCS teacher credentials are reviewed by the Director of Curriculum and Instruction, the Credentialing Specialist and the Human Resources Generalist annually and on an ongoing basis as needed. These documents shall be maintained on file at HCCS headquarters and shall be subject to periodic inspection by TRUSD.

TRUSD reserves the right to review HCCS hiring decisions to ensure compliance with applicable federal and State mandates regarding highly qualified teachers and to determine whether a teacher is deemed to be appropriately credentialed and "highly qualified." No later than September 1 of each year, HCCS will provide TRUSD proof of employment of appropriately credentialed, "highly qualified" full-time equivalent teachers at HCCS for that school year consistent with the qualification requirements. Flexibility will be given to teachers hired by HCCS for non-core courses as permitted by Education Code section 47605(l).

As a diverse community for social justice serving a diverse population of the formerly unserved, our teachers are specialists in the type of classroom instruction they provide. Our teachers come from a multitude of professional backgrounds in education which ensures that our students are receiving the greatest support available to them. HCCS strives to ensure that all students are provided highly qualified teachers, providing high caliber instruction to meet our learners' needs. Following are job descriptions for the various teaching positions we currently offer, including any additionally required and/or desired qualifications.

Lead Teachers
HCCS *Lead Teachers* provide instructional leadership and serve as a support for teachers and students, in order that they may assist in the building of positive, productive school environments. HCCS Lead

teachers are professionals who have excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and students and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school. HCCS Lead Teachers possess valid California teaching credential, three (3) years of successful teaching experience, and a recommendation from an HCCS Administrator.

Site Leads
Site Leads oversee the programs, operations, and personnel for an assigned school, assure safe and positive learning environments for the students and staff, and report to the Director of Curriculum and Instruction regarding site and personnel status. The minimum qualifications our Site Leads meet are five years teaching experience and a valid California teaching credential.

Academic Teachers
HCCS *Academic Teachers* will instruct in one or more core academic subject area(s) and provide related services to adult students. Our teachers must have a strong desire to work with adult students to help them achieve their academic, personal, and professional goals. HCCS Academic teachers use engagement strategies, standards-based lesson plans and curriculum planning with a team. Our teachers participate in site and professional association meetings, develop and implement lessons, keep accurate records and grades, and attend a majority of after-school meetings/events.

English Language Development (ELD) Teachers
Our *English Language Development (ELD) Teachers* create lesson plans to teach non-native speakers to read, write, speak and understand English. They help students learn English grammar, pronunciation and conversational skills. ELD Teachers are expected to improve the reading, writing, listening and speaking skills of the increasing population of global newcomers to HCCS. ELD Teachers plan, implement, monitor, and assess a classroom instructional program. Our ELD teachers possess a Bachelor's degree from an accredited institution, possess or qualify for an Adult Education Elementary and Secondary Basic Skills teaching credential, a Multiple Subject credential, or any Single Subject credential, and have a certification for teaching English Learners (TESOL, TEFL, etc.) and/or a degree (or minor) in teaching English and/or English as a Second Language. ELD teachers at HCCS have taught English as a Second Language for at least 3 years and have the ability to communicate with a diverse group of people on a daily basis.

Career and Technical Education Teachers
The *CTE Teachers: Heavy Truck and Bus* instruct and provide related services to adult students attending the HCCS Heavy-Duty Truck Driving, Bus, and OSHA Forklift program. The HCCS CTE Teachers have, at a minimum, current Class A and Class B driver's licenses, three years of driving experience as a Class "A" Driver, and an appropriate California teaching credential to teach adults the designated trade, technical, or vocational subject assigned to them, which may include but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential. Per California Education Code Section 47605(l), as a non-core, non-college preparatory instructor.

Early Childhood Education (ECE) Teachers
HCCS *Early Childhood Education (ECE) teachers* perform instructional duties as members of a co-teaching team in a preschool/school age children setting under the direction and supervision if the Child Development Coordinator. ECE teachers collaborate in curriculum, planning, and implementation of related activities. Their work is performed in collaboration with ECE Paraeducators. At a minimum, ECE teachers hold a high school diploma and a current Child Development Teacher Permit from State of California. ECE teachers possess at least one (1) year experience in working with preschool aged

children, formal training in basic first-aid and CPR with a Pediatric Certification, a TB clearance certificate within the last year, state mandated-reporting certificate, and all required immunizations by the State of California.

Paraeducators
HCCS recognizes the value of trained paraprofessional staff (teacher assistant/cultural assistant) in the classroom to aid the teacher in the instruction of students. In response to HCCS' desire to meet the same qualifications as other quality schools, HCCS chooses to adopt the ESEA/ESSA, formerly NCLB, Highly Qualified Paraprofessional provisions as part of the minimum qualifications of this position. HCCS *Paraeducators* assist certificated teacher(s) in the instruction of students placed in regular programs, monitor and report student progress in areas of behavior and performance, and perform clerical and instructional support duties. HCCS Paraeducators have highly proficient oral and written use of the English language.

Early Childhood Education (ECE) Paraeducators
ECE Paraeducators perform instructional duties as members of a co-teach team and collaborate in curriculum, planning, and implementation of related activities. Our ECE Paraeducators work in collaboration and under the general direction of an ECE teacher. All of our paraeducators have a high school diploma, a current Child Development Associate (CDA) or Child Development Associate Credential or a credential approved by the Department of Children and Family Services or State of California Teacher Credentialing as being equivalent to or greater than the Child Development Associate Credential (CDAE), and one (1) year of experience in working with preschool or elementary school-aged children. Additionally, ECE Paraeducators must possess and renew the following prior to expiration and maintain active as a condition of employment:

- A state-awarded associate teacher permit or higher
- TB clearance certificate
- Pediatric CPR and First Aid certificate
- Mandated Reporter certificate

Assessment Team
Assessment is a powerful learning tool that supports student learning, informs teaching practices, and improves the quality of education. As such, we employ a team of test proctors to help enhance learning and education by providing accountability measures during test taking and ensuring academic integrity.

Highlands Community Charter School employs *Lead Proctors* who provide leadership and serve as a support for Test Proctors and students, in order that they may assist in the building of positive, productive school environments. Our Lead Proctors possess a minimum of two (2) years of experience as a proctor, knowledge of CASAS policies, WIOA II Grant, and testing protocol, proficiency in Excel, Word, and TOPS Database, and excellent customer service and ability to pivot.

Test Proctors
HCCS Test Proctors administer assessments and exams, including the CASAS (Comprehensive Adult Student Assessment System). This is done at multiple sites, often requiring transporting laptop computers as part of our mobile testing center. To minimally qualify, our Test Proctors must possess a high school diploma, computer literacy including basic word processing, spreadsheet, and database skills, the vigilance necessary to prevent cheating, the ability to administer testing rules, and the ability to communicate with a diverse group of people on a daily basis. Preferably, ideal candidates possess an associate degree, have test proctoring or similar experience, and are bilingual in both English and one or more of the following languages: Spanish, Russian, Farsi or Arabic. All testing proctors are trained in CASAS with the result being a certificate of training completion. They are provided professional

development and attend a 2-4 week shadow internship. They are also required to attend an annual CASAS conference further allowing them to develop professional competence using CASAS.

Academic Support Team
The Highlands Community Charter School academic support team is essential for the support they offer to our staff, ensuring that our academic operations run efficiently. Our academic support team helps to maximize student success and achievement by enabling all instructional teams to work effectively in delivering schoolwide goals.

Data Analyst and Compliance Officer
The *Data Analyst and Compliance Officer* learns and applies clearly defined program and research design procedures, conducts surveys, designs data structures, analyzes statistical information and coordinates the preparation of data driven reports. The Data Analyst and Compliance Officer's expanded knowledge of research procedures creates the ability to design and coordinate program steps to meet standards and outcomes, as well as perform difficult academic assessments using statistical inferences and research literature prepared by others. At a minimum, the Data Analyst and Compliance Officer has strong and polished interpersonal, written and oral communication skills, is a creative, strategic and analytical thinker with the ability to manage multiple projects, is experienced in developing and managing budgets, hiring, and training, supervising and assessing personnel, is highly organized and able to work well with others, has knowledge of Microsoft Office and Windows based computer application and database management, has previous supervisory experience, and is able to work with a variety of populations, including adults who are in recovery, adults transitioning out of homelessness, and persons in need of our unique academic offerings. Ideally this individual has experience interacting with school boards and community-based organizations.

Registrar
The *Registrar* is responsible for maintaining student records, processing student enrollment, transfers, and withdrawals for the campus. The HCCS Registrar has a high school diploma and 2 years' experience as a Registrar or Office Assistant.

Site Secretary
The *Site Secretary* performs a variety of complex technical and secretarial duties, coordinates the work flow of the school office, provides information and assistance to students, faculty, administrators, staff, and school visitors, and performs public relations and communication services as assigned. At a minimum, the Site secretary is required to have two (2) years secretarial and/or clerical experience, one year of secretarial and/or clerical experience within an educational organization, and an associate degree or higher from an accredited college or university.

Operational Division
The Operational Division at Highlands Community Charter School is fundamental in ensuring that we are able to continuously improve and strategically manage the environment in which effective teaching and learning takes place. Our Operational Division provides support and mobilizes resources schoolwide to ensure efficient planning, application and optimum use of school resources. The HCCS Operations Division provides hands-on support with all aspects of school operations, giving all of HCCS the confidence to move forward with our vision and mission. As such, HCCS screens and hires highly qualified staff for our Operational Division who, under the direction of the Chief Operations Officer, meet the minimum specified qualifications outlined below.

Directors
At Highlands Community Charter School, we understand the vital contributions our Operational Directors make through the leadership they provide. Our Operational Directors exercise this leadership by tirelessly

striving to reach our long-term vision of eradicating educational inequality and promoting student achievement through planning, policy setting, advocacy, and monitoring performance to effectively hold HCCS staff accountable to achieving the goals set in our mission so that each and every student succeeds.

Director of Marketing and Communications
The *Director of Marketing and Communications* is responsible for the overall public communications of HCCS. This includes, but is not limited to, planning, directing, and coordinating the internal and external communications to and from the governing board of directors, and with the public, administration, faculty, and staff. Our Director of Marketing and Communications possesses, at a minimum, any combination equivalent to graduation from a 4-year accredited college with specialization in journalism, English or public relations plus experience in public relations management, public information, public affairs or similar occupations. In this position, the Director of Marketing and Communications has progressively responsible experience, preferably in a supervisory or administrative capacity, conducting complex research and/or media analysis in a major media market with prior on-camera media experience preferred.

Supervisors
Our Supervisors play a key role in helping us reach our mission by setting goals for performance, allocating work, monitoring productivity and compliance, providing leadership, building teamwork, and ensuring workforce involvement.

General Services Supervisor
At HCCS our *General Services Supervisor* plans, organizes, directs, administers, reviews, and evaluates schoolwide facilities, maintenance, operations, and purchasing. This position must also supervise warehouse programs and services encompassing facilities planning, construction and maintenance, hazardous materials management, safety management, property management, architectural services, custodial, grounds maintenance, purchasing/warehouse, and general operational services. In this position, the General Services Supervisor exercises independent authority within the scope of responsibilities. This scope includes supervising appropriate staff working in facilities, maintenance, operations, and purchasing/warehouse. The General Services Supervisor acts as a liaison with other HCCS department directors and various city, county, state, and federal agencies in relation to the facilities, maintenance, operations, and purchasing/warehouse activities at HCCS. The qualifications of our General Services Supervisor include an understanding of principles, methods, and practices of school planning, organization, and direction of custodial operations and facilities planning as well as maintenance and purchasing/warehouse service. In this position they are also qualified to complete budget preparation and control, policies, practices, and procedures pertaining to the maintenance, repair, and operation of building complexes. Knowledge of applicable health and safety regulations, equipment, materials, and supplies used in educational settings are also critical. Additionally, the General Services Supervisor is involved with contract management and administration, both oral and written communication, principles and practices of administration, supervision, training, interpersonal skills, patience, and courtesy. Minimum qualifications include experience with computers and assigned software, environmental, health, and safety knowledge, and knowledge related to the regulation of employees, buildings, and property, technical knowledge, preventive maintenance, materials, equipment, and procedures used in various building construction trades and custodial and grounds service operations.

Independent Studies ("IS") Supervisor
The Highlands Community Charter School *Independent Studies Supervisor* is responsible for all programs that are aligned to an Independent Studies instructional model, including program compliance including attendance, CALPADS reporting, instructional assignment, charter petition, and charter renewal. WASC accreditation, campus/facility management, and fiscal compliance are all conditions to successfully fulfilling the job. The IS Supervisor has the ability to coordinate and manage the

Independent Studies program. This is a classified administrative position that supervises the program on a variety of HCCS campuses and is part of HCCS's high school diploma program. The HCCS Independent Studies Supervisor should possess a BS or BA degree from a recognized college institution in Liberal Studies, Business Administration, or a degree of a similar nature that is in alignment to the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability are essential. The Independent Studies Supervisor must have a thorough knowledge of school SIS (Student Identification Systems, i.e. Powerschool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. In this position it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regards to communication, record keeping, staff presentations, fiscal accountability, or stated mandated compliance associated with Independent Studies. The IS Supervisor must possess the ability to prepare and lead presentations with staff, administration, community stakeholders, and the Board of Trustees for HCCS as well as a thorough understanding of the compliance regulations governing Independent Studies as a recognized educational alternative. It is also essential for this position to have a thorough knowledge of CALPADS and its use for Independent Study tracking, including student demographics, course completions, and student status toward diploma success. The IS Supervisor can communicate effectively and clearly both orally and in writing with a diverse staff and student population, has a proven track record of leadership practices associated to classified and certificated staff, understands and is prepared to produce all documentation necessary to perform and complete annual audit requirements associated with Independent Study.

Business Services Supervisor
The *Business Services Supervisor* is responsible for all areas relating to accounting, developing and maintaining accounting principles, practices, and procedures to ensure accurate and timely financial statements. Our Business Services Supervisor performs a variety of accounting duties in the processing of payroll, accounts payable, accounts receivable, and purchasing and is qualified through a strong understanding of accounting theory and generally accepted accounting principles. The Business Services Supervisor has a proven work ethic and possesses a can-do attitude and ability to meet assigned deadlines. This person is proficient in Microsoft Excel, Microsoft Office, email systems, and has the ability to communicate with a diverse group of people on a daily basis. Preferable qualifications include 6-8 years accounting/finance experience, specifically within a public or school district setting.

Career Services Supervisor
Our *Career Services Supervisor* assists all students and alumni in the development of career technical education, career identification, job search, and employment opportunities. In addition, the HCCS Career Services Supervisor continually works to expand the scope of services through the implementation of data-driven workshops and the utilization of various internal and external resources. The Career Services Supervisor also aims to accomplish organizational objectives by managing staff and seeking professional development. Our Career Services Supervisor is qualified through experience in planning, organizing, monitoring, implementing, and supporting career services, work experience, and supplementary instruction programs. The Career Services Supervisor also supervises the performance of assigned personnel and communicates effectively both orally and in writing, interpreting, applying, explaining rules, regulations, policies, and procedures. This person is responsible for establishing and maintaining cooperative and effective working relationships, analyzing situations accurately and adopting effective course of actions, meeting schedules and timelines, working independently with little direction, preparing comprehensive narrative and statistical reports, directing the maintenance of a variety of reports and files related to assigned activities, and maintaining consistent, punctual and regular attendance.

Administrative/Office Assistants Supervisor

HCCS employs an *Administrative/Office Assistants Supervisor* who plans, organizes and supervises the activities of assigned administrative and office assistants sections within the established office and school sites as directed. The Administrative/Office Assistants Supervisor is responsible for the maintenance of records, reports, and student filing procedures and analyzes assigned projects. The Administrative Supervisor supervises, reviews, and assigns project functions to administrative staff. At a minimum, the Administrative Office Assistants Supervisor possesses an associate degree or equivalent combination of experience, training, and education with prior experience. Experience working in a school setting preferred, and is bilingual, preferably in one or more of the following languages: Spanish, Farsi, or Slavic dialects.

Managers

Managers at HCCS contribute to the achievement of our mission by arranging various factors of the organization. Managers effectively allocate and integrate resources while motivating HCCS staff in their departments. They also negotiate for resources and other support, providing the assurance that staff and students at Highlands Community Charter School are able to achieve the goals set out in our mission and schoolwide learner outcomes.

Facilities Manager

The *Facilities Manager* coordinates, schedules, and monitors use of school facilities for academic and/or nonacademic events organized by HCCS and the community. The Facilities Manager also performs a variety of logistics support duties such as arranging for space, energy and lighting, staffing and security, food services, and clean-up. The Facilities Manager also prepares specialized records, contracts, and reports for facility use and coordinates with partnering schools to assist in classroom and teacher needs facilitation, and provides a variety of logistics, contracting, and support to scheduling offering school site campuses facilities for use. The position requires a high school diploma or equivalent plus four years of progressively responsible experience in an event or facilities planning environment, an Associate's degree in business, program administration, or equivalent is preferred and may substitute for some experience

IT Manager

Our *IT Manager* maintains and expands our computer networks, manages the WAN, LAN, SAN and EDI computer platforms, while looking for ways to grow our networks in a cost-effective way to meet future needs. The IT Manager is responsible for developing network maintenance and growth plans, creating annual and project budgets, managing the IT staff, and keeping the executive team up to date on the latest networking technologies that could help the Highlands Community Charter School to succeed. At a minimum, the IT Manager possesses a bachelor's degree in Computer Science or related field and 5+ years of experience in information technology management

Operational Specialists

As part of our ongoing and growing efforts to support our operational team and in order to ensure students are receiving the highest quality instruction and support HCCS can provide, we employ specialists to support school instruction and operations. Each operational specialist candidate possesses the necessary education and professional experience related to their field of specialty to qualify them for the duties and responsibilities of the position. Our specialist positions and qualifications are as follows:

Transition Specialists

Transition Specialists at Highlands Community Charter School provide transition and employment services to students and qualified California State and Sacramento County ex-offenders; assist participants with enrollment, making appointments, telephone calls, writing letters and filing forms; and provide individual job development, placement assistance, job coaching, follow-along, and follow-up services. Our Transition Specialists are qualified with one (1) year of experience in career advising and/or job development or closely related field is required, an associate degree or higher from an accredited

college or university, evidence of the ability to type 30 wpm, preferably with experience working with students and/or adults with special needs.

Data Specialist
The *Data Specialist* will be responsible for maintenance of data throughout the systems used by Highlands Community Charter School. The Data Specialist will work with employees, partner organizations, and The California Department of Education (CDE) to ensure proper usage and implementation of data systems used by HCCS. The Data Specialist will be the primary point of contact for all data-related matters for HCCS, including but not limited to audits, CALPADS, and Principle Apportionments. This job requires someone who possesses high attention to detail, good judgment, efficient execution, is highly reliable, and has the ability to quickly learn and implement new technology. The minimum qualifications for this position are an understanding of how to manage a database, proven ability to develop scripts and software, strong problem solving skills, and effective communication skills.

Maintenance Specialist
The *Maintenance Specialist* performs inspections, maintenance, and repairs to ensure that all students, staff, and the community are provided a safe, attractive, clean, and healthy environment for learning and work. The Maintenance Specialist minimum requirements include a high school diploma and certificates pertaining to the trade; holds a license for the type of equipment to be driven, with no serious violations, demonstrates knowledge, a minimum of three years of experience, and proficiency in several areas of maintenance (e.g., plumbing, painting, carpentry, masonry/concrete/tile, window glazing, electrical, mechanical, HVAC systems, roof repair, plastering/spackling, field/playground maintenance, furniture repair, and small engine repair); has excellent integrity and demonstrates good moral character and initiative; exhibits a personality that demonstrates interpersonal skills to relate well with students, staff, administration, and the community; and demonstrates the ability to communicate effectively in English, using proper grammar and vocabulary.

Social Media Specialist
The *Social Media Specialist* position performs professional-level marketing/public relations/social media duties that align with HCCS goals and objectives for student achievement. The Social Media Specialist also actively participates in the creation, design, and production of HCCS publications and manages and develops content for our website and social media. Our Social Media Specialist is a self-starter who thrives in a fast-paced team, has strong organizational skills and enjoys problem solving. Ideally, the Social Media Specialist has a bachelor's degree from an accredited college or university in a field related to marketing, advertising, public relations or communications, five (5) years of experience performing communications/marketing/public relations at the professional level, and has experience in a diverse public education setting. The Social Media Specialist is preferably bilingual in English and 1 other language.

Generalists
HCCS employs ‘Generalists’ who have a diversity of skills and abilities in which they excel and whose knowledge is dispersed over a wide range of subjects. We recognize the value of members of our team being able to see deeper inside this interconnectedness of instruction, operations, and students services and find solutions that help us reach our mission.

Human Resources Generalist
The *Human Resources Generalist* assists managers and supervisors with the interpretation and routine application of District policies, procedures, and appropriate Memorandum of Understanding pertaining to Human Resources. Our Human Resources Generalist responds to requests for documentation related to human resources and risk management activities; assists employees and departments with the interpretation of personnel related procedures; works with hiring authorities to perform all aspects of the

recruitment and hiring process including developing and posting jobs; job announcements, reviews and screens applications; and develops and administers appropriate selection tools while maintaining eligibility lists and fingerprinting. We require that our Human Resources Generalist possesses the equivalent to an Associate's degree in Human Resource Management, Business Administration, Labor Relations or Organizational Leadership and two (2) years increasingly responsible experience performing human resource functions, payroll, or other administrative clerical, financial and/ or statistical record keeping that can be directly related to the essential duties and responsibilities of the classification of Human Resources Specialist. A Bachelor's degree in Human Resource Management, Labor Relations or Organizational Leadership may substitute for the experience requirement. A Bachelor's Degree in one of the relevant fields or a specialized certificate in Labor Relations or Human Resource Management is desirable.

Purchasing Generalist
HCCS employs a *Purchasing Generalist* who has experience with accounts payable, purchasing, general accounting principles, and travel reimbursement processing. Our Purchasing Generalist has excellent organizational and analytical skills to assume general assignments and independently follow through to successful completion; strong interpersonal and oral communication skills to effectively and professionally communicate in person and on the telephone, and give directions to a diverse group of people including faculty, staff, and students; excellent communication skills (oral, written, and interpersonal) to effectively interpret instructions and interact with a wide variety of people in a helpful, effective, and informative manner using tact and diplomacy. The HCCS Purchasing Generalist has demonstrated skills to interpret policies, procedures and requirements and apply to processes and procedures related to research, teaching, the department, school and university; elicit information needed to clarify inquiries and requests; demonstrated computer skills utilizing Microsoft Word, Excel, PowerPoint, Outlook, and Adobe Acrobat, and excellent mathematical skills to accurately complete assigned budgetary, accounting and purchasing tasks bookkeeping, and controlled documents. It is the responsibility of the Purchasing Generalist to track all orders & receipt of goods and work with vendors to resolve any issues or returns, monitor all purchase orders, maintain and use a purchasing card in compliance with HCCS policies and procedures, keep an accurate log, reconcile monthly statements, keep an inventory of goods and distribute goods as requested/needed, provide timely turn-around on all requisitions and purchase orders throughout school, maintain procurement documents in a retrievable manner, maintain useful and up-to-date information relative to the procurement area that may affect centralization or good business practices, confirm that all submitted documentation is accurate and complete, review site policies, operation procedures, work instructions and forms for format consistency, and review documents and written external communication for format, consistency, and compliance with existing procedures. The minimum qualifications for this position include, any equivalent combination of training and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of HCCS, equivalent to an Associate's degree, Trade or Technical School, two (2) years of experience in the purchase of specialized operations of equipment, technical services, or equivalent combination of education and experience, competent with MS excel based and other purchasing systems, and knowledge and skills equivalent to completion of two years of college.

Liaisons
Liaisons at HCCS are an integral part of the positive connections and partnerships we make in the community. HCCS Liaisons aid our communication with the community, prospective partners, former students, and the like to ensure our students, past and present, are connected to what they need.

Community Development Liaisons
Community Development Liaisons at HCCS develop and maintain partnership arrangements with private, public, and voluntary sectors and the local communities to meet the service needs and operations of HCCS. The Community Development Liaisons work consistently to ensure continuous local development

and that all associated processes are accurate, professional, and consistent at all times. Community Development Liaisons contribute to the overall success of HCCS in accordance with our schoolwide learning outcomes, mission, and vision by providing seamless service to clients. Our Community Development Liaisons qualify through work experience in a multicultural environment. They have excellent customer skills with meticulous attention to detail, proven ability to prioritize and work on their own initiative whilst respecting boundaries, excellent networking, and promotional skills, good IT skills, particularly MS Office. Community Development Liaisons have the ability to communicate with a diverse group of people on a daily basis, preferably with experience in community development.

Student Engagement Liaison
The *Student Engagement Liaison* works with students to promote and enhance attendance. The purpose is to determine the cause of student absences and to provide assistance to students to enhance school attendance. The Student Engagement Liaison must have an associate degree or equivalent combination of experience, training, and education with prior experience working in a school setting and be bilingual in a language other than English, preferably in *Spanish, Farsi, Slavic* dialects.

Administrative Support Team
The administrative support team at HCCS is essential in supporting the daily operations of all HCCS sites. With the support of members of this team, staff in all divisions are better able to serve our students and our mission.

Data Technician
The *Data Technician* assists the Data Specialist in maintaining data throughout the systems used by HCCS. The Data Technician provides technical assistance and prepares complex reports and information for the use by HCCS personnel, partner organizations, and the California Department of Education. Data Technicians are highly reliable and have high attention to detail, good judgment, efficient execution, and the ability to learn quickly and implement new technology. At a minimum, Data Technicians should have a high school diploma and an associate/bachelor's degree in an analytical field or at least 2+ years of experience with data systems and/or Student Information Systems, including experience with CALPADS.

Information Technology Technicians
The *Information Technology Technicians* install, configure, update, maintain, and repair computer and microcomputer workstations, network peripherals, and communication systems as well as instruct and coordinate with personnel and perform related and non-related work as required. The position requires a minimum of 2 years recent experience in the computer/technology equipment maintenance field. An Associate's degree in computer science or related technical field is highly desirable.

Custodians
HCCS *Custodians* perform custodial cleaning and replenishment of dispensers for school sites, multi-use, offices, surrounding grounds, and related facilities. In addition to demonstrating the competencies and abilities required of the position, Custodians must work cooperatively and productively with the staff, students, and facility users. Our Custodians are required to have a basic knowledge of the methods, materials, tools, and equipment used in custodial and facility care and cleaning. They should also understand work hazards and safe work techniques, including lifting procedures, chemical reactions and proper safety precautions for use of cleaning substances, and building repairs. Custodians need sufficient reading and writing abilities to read work instructions and document work activity onto standardized forms and sufficient human relations skill to exercise courtesy when dealing with others.

Administrative Assistant II
Administrative Assistant II staff perform highly technical and complex tasks, facilitate and expedite work, and perform other related duties as required. Administrative Assistant II staff serve as assistants to

management with responsibility over a division. All of their duties and responsibilities require a high level of initiative and independent decision-making. At a minimum, Administrative Assistant II staff possess four years of increasingly responsible full-time experience at a level comparable to a school secretary or higher is required or two years as an Administrative Assistant I in a School District and the ability to communicate with a diverse group of people on a daily basis.

Administrative Assistant I
Administrative Assistant I serve as assistants to school administrators and perform complex and highly specialized secretarial and administrative support duties; relieve executive staff of clerical and administrative details; plan, organize, and coordinate office activities, provide administrative details and communication. Administrative Assistant I have experience in the operations, principles, practices, procedures, rules, and methods of the district and assigned office or division, the operation of a computer and assigned software, modern office methods and equipment, computers and application software, accurate record-keeping techniques, correct English usage, grammar, spelling, punctuation and vocabulary, using receptionist and telephone techniques, district organization, operations, policies and objectives, interpret and apply legal mandates, policies, rules and regulations, and operational procedures pertaining to school operation. Administrative Assistant I are able to effectively and efficiently operate computer terminals and computers and utilize application software, compose correspondence independently, establish and maintain comprehensive and accurate files and records and prepare concise and complete reports as required, type 50 words per minute, make mathematical calculations with speed and accuracy, understand and carry out oral and written directions, communicate both orally and in writing in a clear and concise manner, apply policies and procedures related to the assigned duties and responsibilities of the position, establish and maintain cooperative and effective working relationships, and work with discretion and in confidence with student and staff information.

Office Assistants
Office Assistants perform varied secretarial and clerical work functions in support of daily operations. Qualifications include the ability to learn and apply policies, regulations and operational procedures, effectively and efficiently operate computers, utilize application software, establish and maintain comprehensive and accurate files and records, prepare concise and complete reports as required, type 40 words per minute, make mathematical calculations with speed and accuracy, understand and carry out oral and written directions, communicate both orally and in writing in a clear and concise manner, apply policies and procedures related to the assigned duties and responsibilities of the position, establish and maintain cooperative and effective working relationships, work independently with little direction, meet schedules and timelines, compose documents and correspondence, use appropriate spelling, grammar, and punctuation. Office Assistants must also perform correspondence and report writing, use automated record management and filing systems, and telephone techniques. Office Assistants are familiar with modern office practices and procedures including methods and equipment, computers, assigned software, district organization, operations, policies and objectives.

Element 6: Health and Safety Procedures

The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following

(i) Include the requirement that each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive of paragraph (2)of subdivision (a)of Section 32282 and procedures for conducting tactical responses to criminal incidents.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. **(Ed. Code § 47605(b)(5)(F).)**

6.1: Custodian of Records

HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

6.2: Promoting Student Health and Wellness

HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

Health, Wellness, and Nutrition

HCCS' Health curriculum reflects the California Health Education Content Standards and teaches students about a fit and healthy lifestyle. Because of the diverse cultural backgrounds we serve, it is essential that we put great effort into health education in our classrooms to address the varying and culturally unique health education needs of each student. Many of our students need help navigating and utilizing community resources available to them to access basic health knowledge for developing a healthy lifestyle. Our teachers proudly emphasize health education for our students while our Student Support Services staff continually evaluate and address the needs of our students.

Social and Emotional Support and Guidance

Teachers, counselors, and all other staff who interact with students listen, support, empathize, and guide students towards healthy social and emotional development. Being open-minded, trustworthy, and respectful of our students is imperative to the social and emotional well-being. HCCS also makes every effort possible to identify students in need of mental health services and to make community resource connections with community mental health organizations to offer additional support and services.

Academic, College, and Career Counseling

Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). ELD students also meet with ELD Navigators in groups and individually to discuss general academic topics such as graduation requirements and promotion goals. Counselors offer college and career counseling through individual and group sessions.

Community Partners, Resources, and Referrals

We partner with a variety of community agencies to assist us in meeting our students' and families' varying needs from housing, financial, legal, and immigration services to medical and dental clinics. Our partners include International Refugee Committee ("IRC"), Asian Resources, Inc. ("ARI"), Lao Family Community Development, Greater Sacramento Urban League, La Familia Counseling Center, Inc., to name a few.

Background Checks
HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by the law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting
All HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees, and other persons working on behalf of HCCS who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination
HCCS shall adhere to existing state laws regarding tuberculosis screening of employees. HCCS requires a tuberculosis risk assessment and , if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations
HCCS adheres to all applicable laws and existing Board policy related to legally required immunizations and health related issues for both employees and entering students at HCCS.

CPR/First Aid Training
All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215.

Feminine Hygiene Products
The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.

Nutritionally Adequate Free or Reduced Price Meal
The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day, pursuant to Education Code Section 47613.5.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(J):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conductive to learning
- the rules and procedures on Charter School discipline
- procedures for conducting tactical responses to criminal incidents

Emergency Preparedness
Highlands Community Charter School's shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Bloodborne Pathogens
Highlands Community Charter School adheres to state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment
HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure
HCCS shall utilize a complaint and investigation procedure to centralize all complaints and concerns coming into the Charter School. Under the direction of the Board, the Executive Director shall be responsible for investigation, remediation, and follow-up on matters submitted through this procedure. All issues not resolved by the school site may be resolved at the executive level.

Discrimination and Harassment Policies and Procedures
HCCS is committed to providing a charter school free of discrimination and sexual harassment. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of HCCS' sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools" an online program. HCCS is also committed to providing a workplace free of discrimination and any harassment based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medial are leave,, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation. HCCS uses policies adopted by the Board regarding discrimination harassment (including employee to employee, employee to student, student to employee, and student to student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment, is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

School Facility Safety
Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. HCCS adheres to laws specific to charter schools on the local and state level regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Title IX

HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location on its web site the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specific in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

(a) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.

(b) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.

(c) A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element 7: Means to Achieve Racial and Ethnic Balance

The means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. **(Ed. Code § 47605(b)(5)(G).)**

7.1 & 7.2: Plan for Achieving and Maintaining Racial and Ethnic Balance & How to Reach This Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves. HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220. (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and recruiting strategy that ensures all students are notified about the educational opportunities we offer. These efforts will be on-going, throughout the year. As HCCS is committed to serving all ethnic groups, we use various advertising techniques to recruit students from all backgrounds.

Each year HCCS conducts an analysis of enrollment trends in order to optimize our efforts to recruit and retain students. An informal designated committee, comprised of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Externally, HCCS addresses retention and attrition through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagements systems coordinate efforts to strengthen two-way communication between students and the school. Some of these systems include our ELD Navigators, Reclassification Specialist, Reading Specialist, Transition Specialist, and Student Engagement Liaison. This collaboration not only helps student relations, but also increases student achievement and hopefully retention.

HCCS will actively recruit adult students from Sacramento County that reflect a diverse student population both with regard to racial and ethnic diversity, but also with regard to socio-economic diversity and English Language Learners. HCCS will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements to ensure racial and ethnic balance of students that is reflective of the county:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational materials that appeal to all of the various racial and ethnic groups represented in the County.

- Distribution of informational materials to community organizations, community religious institutions, and other organizations that serve various racial and ethnic populations, such as the libraries, recreation centers, local businesses, middle schools, and faith based organizations.
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations, including but not limited to Farsi, Spanish, Russian, and Arabic.
- The use of various advertising mediums that allow individuals whose first language is something other than English to obtain information relevant to programs at the school.
- Announcing enrollment and recruiting information in local newspapers, online news sources, and social media. HCCS will continue to add sources to stay current with the latest technologies and trends.
- Presentations at various multicultural events, including community fairs and events.

Element 8: Admission Requirements

Admission policies and procedures, consistent with [Educations Code 47605] subdivision (d). **(Ed. Code § 47605(b)(5)(H).)**

Admission Requirements

8.1: Admission and Enrollment Requirements

Highlands Community Charter School is nonsectarian in its programs, admission policies, and all other operations. HCCS will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics [Ref. Education Code § 47605(d)(1)]. HCCS will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. No test or assessment shall be administered to students prior to acceptance and enrollment into HCCS. However, subsequent to acceptance, students are assessed for placement into appropriate class levels for enrollment.

HCCS admits all students who:

- wish to enroll in our academic program,
- we are legally allowed to serve,
- meet the exclusive WIOA agreement requirement of being age 22 and older, and
- submit a timely application.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)
Per Education Code §§ 47612.1 and 47605.1 (g), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Greater Sacramento Urban League (GSUL) or other WIOA organization. As such, we only legally serve students who are receiving WIOA funded services and do so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The GSUL or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements". HCCS will provide the District with documentation that confirms GSUL or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California, may be admitted.

Student Recruitment

8.2: Recruiting Students with Low Academic Performance, Socioeconomic Disadvantages and Disabilities

Our recruitment efforts reflect our objective nature as a charter school and in no way favor or bias any demographic. When students with Individualized Education Plans ("IEP"s) enroll, it is the school's policy to collect any and all information pertaining to the student's IEP and to assess whether the IEP is transferable to a 504 plan. HCCS is committed to serving academically low-achieving and socioeconomically disadvantaged students to offer them a seamless path to success in employment, higher education, and life. HCCS serves a community where a predominant number of students in our target population qualify for free or reduced-price lunch according to federal guidelines. We are dedicated to making sure that all community members are equally aware of the alternative we are providing to students within the communities we intend to serve.

HCCS conducts student outreach activities throughout the calendar year. A variety of techniques are utilized including posters, flyers, local school visits, community-based organization visits, presentations at various multicultural events, public business tabling (sitting outside markets and other businesses that allow us to pass out flyers to the public) and various advertising, including in local English, Spanish, Farsi, and Russian publications and radio stations. All promotional materials are in various languages, including Spanish, Farsi, Russian, and Arabic, to inform non-English speaking populations about our school.

In order to ensure we attract low-achieving, economically disadvantaged, and special education students, we conduct our outreach in the surrounding communities with similar demographics. Our marketing and recruiting materials highlight that our program is available to all students with a variety of needs and backgrounds. Our recruiting teams are trained to ensure all families are notified that our program currently serves a large population of economically disadvantaged students and that we accept students regardless of past academic performance.

Lottery Preferences and Procedures

8.3: Identification and Rationale of Admission Preferences

If HCCS receives a number of applications that exceeds the number of available spaces, a single public random drawing/lottery will be used to select admitted students, with the exception of existing students, who are guaranteed admission in the following school year. The following enrollment preferences and affirmative action preferences in the case of a public random drawing shall be as follows:

1. All students currently enrolled in HCCS
2. Non-youth residents of the District; as defined by WIOA as those 22 years of age and older
3. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery.

This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waitlist carry over to the following school year.

HCCS and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).

8.4: Implementation of a Public Random Drawing

Open Enrollment Period and Enrollment Procedures
Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of both a paper-based and online student registration form and optional attendance at one of our weekly orientations.

Enrollment packets for students who are admitted also gather the following:

- Proof of Immunization
- Proof of Withdrawal from Previous School (such as transcripts)
- Proof of Not Having a U.S. high school diploma
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements, e.g. birth certificate or driver's license
- Release of records
- Any forms required by the Greater Sacramento Urban League or other WIOA partner

Following the open enrollment period each year, applications are counted to determine whether the number of students who wish to attend HCCS have exceeded HCCS's capacity. In the event that this happens, HCCS will hold a public random drawing to determine enrollment with the exception of existing students who are guaranteed enrollment in the following school year. This public random drawing is conducted in a public setting, at a time and place (e.g., the main school site) to be made known in advance to the community. The public random drawing process will be used to determine who will be offered enrollment and the order of the waitlist.

The public shall be notified of the random drawing through written notices posted at the school campus and on our website. Applicants who have completed registration are notified of the lottery via automated and/or personal telephone calls, email notifications, and letters sent to home addresses. If there are more available seats in a grade level than there are applicants, all students who have completed registration will be offered a seat.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity will be given the option to put their name on a waiting list according to their draw in the lottery. This waiting list will allow students the option of enrollment if an opening occurs during the current school year at their grade level. New students will be added to the waiting list on a first come, first served basis. If the waiting list is exhausted, then the school may hold additional random drawings.

Communicating to All Interested Parties
Applications are available digitally online on the Highlands Community Charter School website and hard copies are available at all HCCS sites. Our school advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and fliers.

Ensuring Fair Execution of Lottery Procedures
The lottery will be coordinated by an individual designated by the Executive Director but moderated by an objective third party (usually a community leader or liaison) in a location open to the public and advertised to the school community. Given the native languages of the anticipated target community, all proceedings will be conducted in English, Spanish, Farsi, Russian, and Arabic, as needed.

The lottery is open to the public and students are encouraged to attend; however, students are not required to be present at the time of the drawing to be eligible for admission. Results are published in English, Spanish, Farsi, Russian, and Arabic, as needed. Results are mailed to all applicants and follow up phone calls are made by the designated Enrollment Team and/or school office staff.

The lottery will be made random through use of numbers assigned to each applicant. All applicant numbers will be published and provided to students before the lottery begins. When a student's number is drawn, both the number and student's name will be announced verbally, and the student will be added to a master list which will be projected for those in attendance. Once all available seats in a grade level have been filled, the designated Enrollment Team will announce to those present that all remaining applicants drawn will be placed on the waitlist for that grade level in the order that they are drawn.

Lottery Time and Location
The random public drawing (lottery) will be held in a public space in the community that is large enough to accommodate all interested students. The lottery process is open to the public. The public is notified of the random drawing through written notices posted at the school campus and on our website. The random public drawing (lottery) will be scheduled in the event that applications for enrollment exceed school capacity. The lottery will be held at a time that is determined to be convenient for the students in our school community to attend.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity at each grade level. In the event of a lottery, admission to the school will be offered to applicants based on the results of the public random drawing until capacity is reached. All remaining names drawn after capacity for a grade level is reached will be placed on a waiting list in the order they are drawn. New applicants who register after the lottery deadline will be offered a seat if space is available in the grade level they have applied for or added to the waitlist in the order that the application was received. As seats become available in a grade level, the student with the lowest numerical ranking will be offered that seat.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be notified of acceptance within a week of the lottery by the designated Enrollment Team and/or school office staff and must accept enrollment within two weeks of notification by confirming with the school staff their intent to complete the enrollment process and/or submitting a completed enrollment packet. Any families who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of all registration forms, lottery results, and waiting lists are readily available for inspection at the school office. These records will be maintained by the designated Enrollment Team.

Volunteering at HCCS is not mandatory and is not a condition of admission or continued enrollment at HCCS.

Element 9: Annual Financial Audits

The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. **(Ed. Code § 47605(b)(5)(I).)**

Annual Audit Procedures

9.1: Contracting with an Independent Auditor

An annual independent fiscal audit of the books and records of HCCS is conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of HCCS are kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit employs generally accepted accounting procedures. The audit will be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

9.2: Completing the Audit

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. A copy of the auditor's findings will be forwarded to TRUSD, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Board of Directors will receive and review each year's audit.

9.3: Selecting an Independent Auditor

The auditor will have, at a minimum, a CPA and experience with educational institution accounting requirements and practices and shall be approved by the State Controller on its published list as an educational audit provider. HCCS shall be solely responsible for all costs associated with auditing services. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

9.4: Administering the Resolution Process

The HCCS audit committee will review any audit exceptions or deficiencies and then report to the Board of Directors with recommendations on how to resolve them. The Board will submit a report to TRUSD describing how the exceptions and deficiencies have been corrected by the time of the audit submission, along with supporting documentation. Additionally, HCCS will inform TRUSD of any outstanding exceptions or deficiencies at the time of audit submission and how they will be resolved to the satisfaction of TRUSD along with an anticipated timeline for the same. Typically all audit exceptions or deficiencies will be addressed within six months. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

9.5: Submission

The Board of Directors will submit a report to TRUSD regarding how the exceptions and deficiencies have been, or will be, resolved to the satisfaction of TRUSD.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of HCCS is public record to be provided to the public upon request.

Element 10: Suspension and Expulsion Procedures

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). **(Ed. Code § 47605(b)(5)(J).)**

School Climate and Student Discipline System

10.1: HCCS Discipline Philosophy

Highlands Community Charter School prides itself on the meeting of student needs and developing an action plan to address extenuating circumstances as they arise, recognizing that many of our students come to our organization due to hardship that has prevented their educational goals from reaching fulfillment. By addressing the needs of each student head on, we remove the barriers that prevent student success.

HCCS implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

HCCS encourages the utilization of these services as prevention from student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstance which prevents attendance. Counselors, teachers, directors, and other assigned

personnel assist with the addressing of these student needs by creating an action plan for both staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Classroom teacher(s)
- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one

SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

- This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.
- The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting.
- The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

- The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the *Student Success Plan* form or the *Student Success Plan Follow-up Form.*

Team Member

- An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

- The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

- When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

- Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

- Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate

these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

- The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

- Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation:

1. **Case Management**
   It is very important to clearly define on the *Student Success Plan* who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

   Case manager tasks may include:
   - meeting with the student and with the teacher regarding the action plan,
   - making phone calls and/or sending reminder notes to team members regarding action items, and/or
   - helping students and their families follow through with referrals to on-site and community-based services.

2. **Feedback to the Referral Source**
   The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

3. **Student/Family Support**
   Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

4. **Follow-Up SST Meetings / Ongoing monitoring of student progress**
   At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The

follow-up SST meeting is documented on the *Student Success Plan Follow-up Form*. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development
Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review in de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, community service, use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

10.2: Authorization and Implementation of In-School Suspensions

HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as

defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- made terrorist threats against school officials or school property, or both.

Grounds for Suspension and Expulsion

10.3: Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

10.4: Suspension Offenses

Discretionary Suspension Offenses
Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property.
G. Stole or attempted to steal school property or private property.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.

I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. No pupil enrolled in grade K-3, inclusive, shall be suspended for conduct described in this provision.
L. Knowingly received stolen school property or private property.
M. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
N. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
O. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
P. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
Q. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
R. Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.
S. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
T. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
U. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

V. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    a. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    b. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    c. Causing a reasonable student to experience substantial interference with his or her academic performance.
    d. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

W. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

X. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

Y. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

10.5: Expulsion Offenses

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandishing a knife at another person.
C. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committing or attempting to commit a sexual assault or sexual battery as defined in Education Code Section 48900(n).
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Out-of-School Suspension Procedures

10.6: Rules and Procedures for Out-of-School Student Suspension

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Director of Curriculum and Instruction, or in the case of the Executive Director's and Director of Curriculum and Instruction's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Director of Curriculum and Instruction or assigned designee.

The conference may be omitted if the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regards to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

10.7: Maximum Suspension

The length of the suspension will be determined by the Executive Director and/or the Director of Curriculum and Instruction or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Director of Curriculum and Instruction or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

10.8: Meaningful Education for Suspended Students

A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

10.9: Suspension Pending the Outcome of an Expulsion Process

Upon a recommendation of Expulsion by the Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in section 10.8.

Expulsion Procedures

10.10: Rules and Procedures for Student Expulsion

Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Curriculum and Instruction (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel

A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

HCCS may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, HCCS must present evidence that the witness' presence is both desired by the witness and will be helpful to HCCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS as HCCS Board's decision to expel shall be final.

Expelled students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

10.11: Rehabilitation Plans

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

   HCCS shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who HCCS or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

   Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's 504 Plan would reflect this change), and to progress toward meeting the goals set out in the student's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

   Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a student with a disability because of a violation of a code of student conduct, HCCS, the parent/guardian (in the case of a minor), and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the student's IEP/504 Plan, any teacher observations, and any relevant information provided by the students to determine:

   a. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
   b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team determine that either of the above is applicable for the student, the conduct shall be determined to be a manifestation of the student's disability.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/504 Team shall:

c. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such student, provided that HCCS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
d. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the student already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
e. Return the student to the placement from which the student was removed, unless the parent (in the case of a minor) and HCCS agree to a change of placement as part of the modification of the behavioral intervention plan.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then HCCS may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a student with a disability who disagrees with any decision regarding placement, or the manifestation determination, or HCCS believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or HCCS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and HCCS agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a student with a disability to the placement from which the student was removed; or (2) order a change in placement of a student with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such student is substantially likely to result in injury to the student or to others.

5. Special Circumstances

HCCS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with a disability who violates a code of student conduct.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated HCCS disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if HCCS had knowledge that the student was disabled before the behavior occurred.

HCCS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to HCCS supervisory or administrative personnel, or to one of the student's teachers, that the student is in need of special education or related services.
b. A parent has requested an evaluation of the student.
c. The student's teacher, or other HCCS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the director of special education or to other HCCS supervisory personnel.

If HCCS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible students with disabilities, including the right to stay-put.

If HCCS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. HCCS shall conduct an expedited evaluation if requested by the student; however the student shall remain in the education placement determined by HCCS pending the results of the evaluation.

HCCS shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Element 11: Employee Retirement Systems

The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. **(Ed. Code § 47605(b)(5)(K).)**

11.1-3: Certificated, Classified, and Other Staff Members

All full time certificated employees at Highlands Community Charter School participate in a qualified retirement plan including, but not limited to, State Teachers Retirement System (STRS) or the federal social security system based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

Employees may have access to other school-sponsored retirement plans and other benefit plans according to policies developed by the Board of Directors and adopted as HCCS employee policies. In the event that the Internal Revenue Service adopts regulations barring non-profit entities from participating in the public-funded retirement plan (STRS), employees will be covered by federal social security and/or an employer-sponsored retirement plan as approved by the HCCS Board of Directors. HCCS will inform all applicants for positions within HCCS of the retirement system options for employees of HCCS and notify all applicants that accepting employment at HCCS may exclude the employee from further coverage in their current retirement system. The Executive Director shall be responsible for ensuring that appropriate arrangements for retirement coverage are made. HCCS will develop a mix of salaries and benefits, commensurate with location and experience, necessary to attract and retain well-trained teachers and staff.

Element 12: Public School Attendance Alternatives

The public school attendance alternatives for students residing within the school district who choose not to attend charter schools. **(Ed. Code § 47605(b)(5)(L).)**

12.1: Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS are informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency.

Element 13: Rights of District Employees

The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. **(Ed. Code § 47605(b)(5)(M).)**

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

Element 14: Dispute Resolution Procedures

The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. **(Ed. Code § 47605(b)(5)(N).)**

14.1: Providing Written Notification

Disputes Arising from within HCCS

It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS which do not involve TRUSD liability or issues of student health or safety will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious time lines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests TRUSD involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD

HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Bill McGuire
Twin Rivers Unified School District

5115 Dudley Blvd.
McClellan, California 95652

Murdock Smith
Highlands Community Charter School

1333 Grand Ave
Sacramento, California 95838

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol

HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code section 47607.

Element 15: Charter School Closure Procedures

The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. **(Ed. Code § 47605(b)(5)(O).)**

15.1: Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify (TRUSD), within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33.
On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS.
Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Additional Provisions

Facilities

The facilities to be utilized by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. **(Ed. Code § 47605(g).)**

16.1: Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and useable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

16.2: Locations

Highlands Community Charter School's main campus is located at 1333 Grand Ave., Sacramento, CA 95838. HCCS students are currently served at 24 locations around the greater Sacramento region. In addition to our main campus, HCCS locations include the following:

- **Asher College, Sacramento Campus.**—1215 Howe Avenue Suite 101, Sacramento, CA 95825
- **Asian Resources, Inc.**—2411 Alhambra Boulevard. #110, Sacramento, CA 95817
- **Asian Resources, Inc. Citrus Heights Center.**—5750 Sunrise Boulevard #100, Citrus Heights, CA 95610
- **Bach Viet Association, Inc**.—1050 Fulton Avenue Suite 110, Sacramento, CA 95825
- **Bethany Slavic Missionary Church**—9880 Jackson Road, Sacramento, CA 95827
- **Capital Christian Center**—9470 Micron Avenue, Sacramento, CA 95827
- **Clayton B. Wire Elementary**—5100 El Paraiso Avenue, Sacramento, CA 95824
- **Cosmo Beauty Academy**—3500 Fulton Avenue, Sacramento, CA 95821
- **Faith Legacy**—3532 Whitney Avenue, Sacramento, CA 95821
- **Greater Sacramento Urban League**—3725 Marysville Boulevard, Sacramento, CA 95838
- **Holy Cross Academy**—800 Todhunter Avenue, W. Sacramento, CA 95606
- **Industrial Park**—8180 Industrial Parkway, Sacramento, CA 95824
- **La Familia Counseling Center, Inc.**—3301 37th Avenue, Sacramento, CA 95824
- **Marconi**—2435 Marconi Avenue, Sacramento, CA 95821
- **Marina Vista: Sacramento Housing and Redevelopment Agency**—30 Seavey Circle, Sacramento, CA 95818
- **McClellan: Extension**—3144 Palm Street, Bldg. 826, McClellan Park, CA 95652

- **National Shrine of Our Lady Of Guadalupe**—711 T Street, Sacramento, CA 95811
- **Opening Doors**—1111 Howe Avenue, Suite 125, Sacramento, CA 95825
- **Saint Anne's Church**—7720 24th Street, Sacramento, CA 95832
- **SALAM Academy**—4541 College Oak Drive, Sacramento, CA 95841
- **St. Matthews Episcopal Church**—2300 Edison Avenue, Sacramento, CA 95821
- **St. Rose Campus**—5961 Franklin Boulevard., Sacramento, CA 95824
- **St. John's Women's Shelter**—8401 Jackson Road, Sacramento, CA 95826
- **The Fountain Of New Life Ministries**—2771 Grove Avenue, Sacramento, CA 95815

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

16.3: Annual Operational Agreement

HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

16.4: Operational Powers and Liabilities

HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

16.5: Insurance Coverage

HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters

The petitioner or petitioners also shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. **(Ed. Code § 47605(g).)**

16.6: Funding

HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

16.7: Fiscal Strength

HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections under Tab 4.

16.8: Budgets and Cash Flow

A five year budget and financial projections is included under Tab 4. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

16.9: Financial Reporting

HCCS will provide reports to TRUSD as follows as required by Education Code Section 47604.33 and may provide additional fiscal reports as requested by TRUSD:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(g) will satisfy this requirement.
2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.

4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

16.10: District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

16.11: Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the 2016-17 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

16.12: Annual Review and Notice to District of Change in Status

HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

16.13: Regulations and Compliance

HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. We will do so responsibly and accountability.

16.14: Technology

HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education. Recognizing that there is always a cost-benefit tradeoff when using technology, HCCS will purchase hardware, software, and services based upon the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

16.15: Term of Charter

The term of this charter shall begin on July 1, 2019 and expire June 30, 2024.

16.16: Amendment of Charter

Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to

respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

16.17: Cooperation

Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

16.18: Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Twin Rivers Unified School District (TRUSD) Board of Trustees and HCCS Board of Directors.

16.19: Administrative Services

The manner in which administrative services of the charter school are to be provided. **(Ed. Code § 47605(g).)**

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

16.20: Potential Civil Liability Effects

Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(g).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

16.21: Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

16:22: Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

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Exhibit B

Violation of Charter: Grade Levels Not Aligned with Charter

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 28, 2024

SENT VIA: EMAIL DELIVERY:
gina.carreon@trusd.net

Gina Carron
Chief Human Resources Official
3222 Winona Way
North Highlands, CA 95660

RE: Request for Response Dated August 5, 2024 Relating to 11th Grade

Dear Ms. Carreon:

This is in response to your August 5, 2024 correspondence to Highlands Community Charter and Technical Schools ("HCCTS"). We understand that the Twin Rivers Unified School District ("District"), as the chartering authority for both Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"), has requested that HCCTS take the following actions:

- The District requests that HCCTS investigate the necessary steps and support needed to add 11th grade to the High School program.

- The District further requests that HCCTS implement the necessary steps to add 11th grade as soon as practical.

HCCS and CICA have been operated by HCCTS since 2014 and 2019, respectively. Both schools serve adults 22 years of age and older in compliance with the Workforce Innovation and Opportunity Act of 2014 (Pub. L. 113–128, title II, §201.) Both charter documents currently provide for a unique grade level configuration of 1st, 2nd, and 12th grades. Additionally, HCCS and CICA have added grades 9 and 10 to their grade level offerings through a non-material revision to the charter petitions based upon approval of the addition of these grades previously by District staff on October 29, 2020. Upon enrollment, the HCCS charter provides that:

> "Students who are at a high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment

> scores, will be assigned to a grade level based primarily upon assessment."

CICA's charter contains identical language pertaining to grade level assignment after enrollment. Neither charter, therefore, currently requires 11th grade. Additionally, the high school curriculum offered by Highlands Community Charter and Technical School and CICA complies with the California Education Code requirements for graduation (Ed. Code §51225.3.)

The educational program of a California public charter school is defined by its charter petition. (Ed. Code §47605.) The educational programs of HCCS and CICA, as defined in the charters, were developed to meet the needs of the unique student population enrolled in both schools. The educational programs, including a grade configuration that does not include 11th grade, was approved by the District and by virtue of this approval found to be a sound educational program. Furthermore, these educational programs comply with the requirements for graduation. (Ed. Code §51225.3.). As such, HCCTS is not legally required to add an 11th grade to the educational programs of either HCCS or CICA.

Although HCCTS does not have a legal obligation so do so, in an ongoing effort to assuage the District's concerns and demonstrate HCCTS' commitment to proper reporting and progress tracking of students and bolstering the educational program of HCCS and CICA to best serve the needs of every student, HCCTS will add an 11th grade as soon as practical to its educational program subject to approval of both the HCCTS Board and the District. In order to plan and implement an 11th grade to the high school program, HCCTS will need to review and analyze both HCCS and CICA's current educational programs, investigate staffing needs and assessment schedules, and train its team on implementation of these changes. As the District is aware, HCCTS is currently responding to a state audit and two separate audits being conducted by representatives of the District, while continuing to operate its two schools and attempting to implement numerous operational changes to satisfy the District and other stakeholders. Therefore, HCCTS does not have the adequate time or staff capacity to plan and implement a new grade within this academic year.

HCCTS takes the advice of the District staff to add an 11th grade seriously and is committed to adding an 11th grade as soon as practical to its educational program. Assuming the District will confirm that the addition of 11th grade is approved as a non-material revision to the charters for both schools with an implementation date of July 1, 2025 or as part of the charter renewal process before our charters expire on June 30, 2027. HCCTS proposes spending the current academic year planning for the 11th grade configuration change and implementing the change to take effect when possible. This would provide HCCTS with adequate time to properly investigate, plan, and implement the addition of the 11th grade to the high school program. Furthermore, this would ensure that there is not a chaotic disruption to the educational program for students in the middle of an academic year and ensure a successful implementation of a new change. HCCTS appreciates the District's willingness to work with us on DASS metrics that will better capture the progress of students enrolling at Highlands given its high levels of immigrant students who often know little English even though they are classified as high school students. Having these metrics in place before adding the 11th grade will also assist stakeholders by ensuring there is reliable data upon which to evaluate student progress.

We hope that this letter fully addresses the District's requests on this matter and we look forward to hearing from you about our proposed implementation timeline and whether the non-material revision is approved by the District. Should you have any further questions in the meantime, please do not hesitate to contact me.

Sincerely,

Bill McGuire
Executive Director

4894-6322-4286, v. 1

From: Sharilyn.Warta
To: Melissa Roberson
Cc: Gina.Carreon; Ryan.DiGiulio
Subject: RE: HCCTS Request for Action: Adding Grade 11
Date: Monday, September 30, 2024 3:36:00 PM
Attachments: image001.png
image002.png
image003.png
image004.png

Good Afternoon,

On page one of the HCCTS response regarding the addition of 11th grade, there was mention that HCCS had approval by *"District Staff on October 29, 2020"* to add grades 9 and 10 through a non-material revision process. Please provide evidence to support this statement.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, August 30, 2024 2:05 PM
To: Gina.Carreon <Gina.Carreon@trusd.net>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Request for Action: Adding Grade 11

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.
Report Suspicious

Hello Gina,

I hope you are doing well. Please see the attached letter regarding the

TRUSD request for action from Highlands Community Charter School and California and Innovative Career Academy.

Thank you,
Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 2, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Evidence

Dear Ms. Warta,

We have prepared the following response to the TRUSD request for evidence regarding the statement of HCCS approval of adding grades 9 and 10 through a non-material revision process.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Grades 9 and 10
Before adding grades 9 and 10, HCCS enrolled students in grades 1, 2, and 12. In the 2018-2019 school year, there was political pressure from the capitol to enroll all students in high school following a misunderstanding that HCCS had 40-year-old students enrolled in first and second grades with children. HCCTS serves adult students aged 22 and older. However, our students were never in classes learning with children. To address this, in the 2020-2021 school year, HCCTS added high school grades 9 and 10.

HCCTS communicated with TRUSD via email and phone about these changes on several occasions. TRUSD Administration strongly encouraged the change to a 9-12 grade span to more accurately reflect the students we serve and would not require a material revision to the charter. While HCCTS does not possess email evidence of this exchange on October 29, 2020, these communications are reflected in the 2019-2020 Annual Oversight Report from TRUSD drafted on July 7, 2020. The report, which was drafted by Francie Heim of School Business Solutions, clearly states: "It should be noted that Highlands serves ages 22 and older. Before 2020-21, Highlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student.)"

Please see an excerpt from the report below. Attached is the complete report by School Business Solutions, TRUSD Oversight consultant, which was provided to HCCTS in July 2020.

It should be noted that Highlands serves age 22 and older. Before 2020-21, HIghlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student).

Highlands LCFF Funded ADA			
	K-3 ADA	9-12 ADA	Total
2020-21		2,550.00	2,550.00
2019-20	1,750.28	251.05	2,001.33
2018-19	1,178.80	267.09	1,445.89
2017-18	1,003.65	245.26	1,248.91
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

Please reach out if you have any additional questions.

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

June 7, 2021

HIGHLANDS COMMUNITY CHARTER SCHOOL OVERSIGHT REPORT

Prepared by Francie Heim, School Business Solutions LLC

This report summarizes the Highlands Community Charter School (Highlands) for 2019-20 school year activities and includes an update on the 2020-21 school year.

Key Data Points	2017-18	2018-19	2019-20
October Enrollment	1,856	1,980	3,336
Socioeconomically Disadvantaged	89.06%	94.70%	92.24%
English Learners	85.88%	87.10%	90.32%

The report will be divided into seven parts and are aligned with TRUSD board policy on charter oversight.

Part 1 Compliance with Legal Requirements (Board Policy)
Part 2 Student Outcomes and LCAP (Board Policy)
Part 3 Fiscal Condition (Board Policy)
Part 4 Key Demographic Data
Part 5 Site Visit Observations
Part 6 Summary
Part 7 Appendix

TWIN RIVERS UNIFIED BOARD POLICY
MONITORING CHARTER SCHOOL PERFORMANCE

The Superintendent or designee shall monitor the charter school to determine whether it **complies with all legal requirements** applicable to charter schools, including making all reports required of charter schools in accordance with Education Code *47604.32*. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the **measurable student outcomes** set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its **local control and accountability plan (LCAP).**

The Board shall **monitor the fiscal condition** of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

PART I

Board Policy:
The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

Highland states they filed all required reports with their office, and there are no known violations of law. TRUSD states that all required reports have been filed, and there are no known items to report.

The annual independent audit for 2019-20 is an unmodified opinion. The audit report did restate the ending fund balance, with a $78K accounts receivable overstatement adjustment for Highlands and $15 K for CA Innovative Career Academy.

PART 2

Board Policy:
The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for alternative programs as students do not take the Smarter Balanced Assessments taken in traditional K-12 schools. In March 2019-20, the pandemic resulted in limited data collection and suspended the traditional LCAP process.

Highlands does continue to test students regularly with the CASAS test, which is required as part of the workforce investment grant.

The most recent LCAP (2018-19/2019-20) noted the following:

Goal 1: Improve Academic Performance School-wide.

Outcome: We expect our English Learners (EL) students to make significant progress in the Comprehensive Adult Student Assessment System (CASAS) Reading Assessment, our EL reclassification rate to Re-Designated English Proficient (RFEP) to increase, and 50% of our identified high school students to show increase in their CASAS scores in either ELA or Math. We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment exceeding our goal of 52%. Shifting significant resources to additional para-educators

has been highly effective. Highlands exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to Highlands with Master's Degrees and a wealth of teaching experience but need their Designated Subjects Credential. The use of our 'Navigators' to assist transition from EL classes to defined high school level courses.

Goal 2: Improve College and Career Preparedness through increased research based practices and strategies with increased career-technical educational (CTE) opportunities for all students.

Outcome: 65% of our eligible students complete a defined College or Career Pathway. This includes expanding our CTE Pathways, thereby, increasing the number of options available to students. Highlands is committed to students' success and providing opportunities to obtain a livable wage lifestyle. Highlands provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Medical Assisting, Cosmetology, Manicuring, Entrepreneurship and Culinary Arts.

Goal 3: Increase Student Engagement and Enhance School Climate.

Outcome: Highlands has supported student and alumni achievement by investing in additional para-educators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our school wide GPA goal of 2.77 to 3.44. Highlands is on course to meet our high school graduation goal of 41%. We exceeded our goal of 60% of non-exempt alumni gaining and maintaining employment with 62%. 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%. Highlands provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Goal 4: Increase instructional technology use to improve student achievement and career readiness.

Outcome: The number of our students that now have access or use a computer in their daily life is 87%. We increased our overall number of available student computers to 1:4 ratio. The overall goal is to attain a 1:1 level.

Goal 5: Increase stakeholder and community engagement in the students' education and school and community life.

Outcome: Of the 79% of Highlands' students who have children, 67% are actively parenting. Our expansion of play care programs and summer camp activities provide a rich learning environment while allowing their parents to attend school. Highlands' partners with both Twin Rivers Unified School District and Family Hui program to provide supplemental parent education programs.

LCAP

Education Code 47604.32 requires the charter authorizer to review the LCAP as a part of authorizer oversight duties. The TRUSD team has done a review and provided recommendations to Highlands on changes that should be reflected in a revised LCAP (Appendix D). A summary of the LCAP highlights is shown in Appendix C.

Dashboard Alternative School Status (DASS)

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). This new accountability system, the California School Dashboard (Dashboard), contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. Because these state indicators and standards were developed for traditional (non-alternative) schools, a different measurement tool was needed for Alternative Schools. The Dashboard Alternative School Status (DASS) program replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable for modified methods of measurement for accountability indicators, when appropriate.

Highlands DASS 2018-19

Basics: Teachers, Instructional Materials, Facilities	Met
Implementation of Academic Standards	Met
Parent Engagement	Met
Local Climate Survey	Met
Access to a Broad Course of Study	Met
Chronic Absenteeism	88.6% (increase over the PY* 1%)
Suspension Rate	-0-
Graduation Rate	15.3% (decline over the PY 3.5%)
College/Career	-0- Prepared, 1.6% approaching prepared (PY -0- prepared, 13.8% approaching prepared)

*Prior Year (PY)

Highlands notes that the decline in graduation rate is due in part to students transferring to the CA Innovative Career Academy charter in order to complete remaining credits under an independent study setting.

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

PART 3

Board Policy
The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

Highlands was financially solvent at the close of 2019-20. The audit report reflects unrestricted net assets of $1.28 M at the close of 2019-20. The level of borrowing is concerning, with $2.6 M in revenue anticipation notes (RANs) outstanding at the close of 2019-20 and a $3 M PPP (Paycheck Protection Program) loan payable. An additional $ 6.6 M in RANs were issued in 2020-21.

1	Highlands Community Charter School				
2	Statement of Financial Position Audited Financial Statement				
3		2016-17	2017-18	2018-19	2019-20
4	Cash		1,204,755	1,142,841	2,804,724
5	Accounts Receivable	3,018,358	2,277,556	3,496,529	4,600,306
6	Prepaid	85,435	29,622	30,650	136,177
7	Fixed Assets	215,472	253,034	1,451,059	1,378,849
8	Deposits	8,613	20,263	21,763	21,763
9	Total Assets	3,327,878	3,785,230	6,142,842	8,941,819
10					
11	Cash Overdraft	93,622			9,970
12	Accounts Payable	797,019	559,518	777,520	1,386,511
13	Accrued Expense	359,705	585,816	879,998	653,515
14	Notes Payable	935,000	572,000		
15	Revenue Anticipation Notes				2,634,489
16	PPP loan payable				2,973,000
17	Factoring Agreement		750,000	3,703,942	
18	Total Current Liabilities	2,185,346	2,467,334	5,361,460	7,657,485
19	Restricted	91,132			
20	Unrestricted	1,051,400	1,317,896	781,382	1,284,334
21	Total Net Assets	1,142,532	1,317,896	781,382	1,284,334
22	Total Net Assets & Liabilities	3,327,878	3,785,230	6,142,842	8,941,819

The TRUSD business team, with leadership provided by Kate Ingersoll, does a detailed review of Highlands budget, interim reports, audit, and LCAP.

Cash and Borrowing Notes:

- Highlands ended 2016-17 with a zero cash balance.
- In August 2017, Highlands issued Revenue Anticipation Notes, Series A (RANs) for $2,900,000 at 5% interest, maturing on September 15, 2018.
- In 2017-18, Highlands used a factoring agreement ($750 K) for cash flow, at the cost of $22K.
- In 2018-19, Highlands used a factoring agreement ($8.55M) for cash flow at the cost of $424 K.
- In 2019-20, Highlands paid off the factoring agreement.
- In 2019-20, Highlands/CA Innovative Career Academy issued RANs for $7M with net proceeds of $5,065 M. $1.9 M was to pay off a previous factoring agreement. The total cost of issuance is significant, along with 4% interest.
- In 2019-20, Highlands received a $3 M PPP loan at 1% interest and may be eligible to apply for loan forgiveness.
- **In 2020-21 (August 2020), Highlands/CA Innovative Career Academy issued RANs for $6.6 M with net proceeds of $6.25 M and 4% annual interest.**
- **Highlands provided follow-up information indicating the RAN was paid in full in March 2021. Highlands established a $9 M line of credit to utilize for cash flow.**

2020-21 SECOND INTERIM MULTI-YEAR PROJECTION SUMMARY

Based on data submitted in March 2021 (Second Interim Budget), Highlands projects to be fiscally solvent in 2020-21, 2021-22,2022-23 with a projected ending balance of $10.6 M in 2020-21 (line 7) at approximately 33% of expenditures. A 33% reserve is a greatly improved ending balance over the 2019-20 5% reserve.

	Highlands 2nd Interim MYP	2018-19 Actual	2019-20 Actual	2020-21 2nd Interim	2021-22 MYP	2021-22 MYP
1	**Actual/Projected ADA**	1,446	2,001	2,550	2,550	2,550
2	Income	18,505,584	25,966,222	41,018,789	37,244,976	38,303,794
3	Expenditures	19,042,098	25,385,167	31,707,548	33,108,958	34,476,666
4	Income Less Expenditures	(536,514)	581,055	9,311,241	4,136,018	3,827,128
5	Beginning Balance	1,317,896	781,382	1,284,334	10,595,575	14,731,593
6			(78,103)			
7	Ending Balance	781,382	1,284,334	10,595,575	14,731,593	18,558,721
* 2020-21 Beginning balance adjusted for audit fund balance $78,103 overstatement of accounts receivable						
8	**Ending Balance as % of Expense**	**4%**	**5%**	**33%**	**44%**	**54%**

PART 4

Other Key Data Elements

ADA (AVERAGE DAILY ATTENDANCE)/ENROLLMENT GROWTH OVER TIME

Highlands has grown from 207 students (October 2014 count) to 3,225 students (October 2020 count). Charters are funded based on current year P-2 ADA, a cumulative count of student attendance as of the last full school month ending on or before April 15. ADA is significantly less than ADA.

Due to the pandemic, 2020-21 ADA was frozen at the 2019-20 level with the ability to apply for growth ADA, which is why Highlands increased from 2,001 ADA to 2,550.

Highlands Enrollment ADA Trend			
Academic Year	Enrollment	ADA	ADA as % of Enrollment
2020-21	3,225	2,550	79%
2019-20	3,336	2,001	60%
2018-19	1,980	1,446	73%
2017-18	1,856	1,249	67%
2016-17	1,268	924	73%
2015-16	518	405	78%
2014-15	207	237	114%

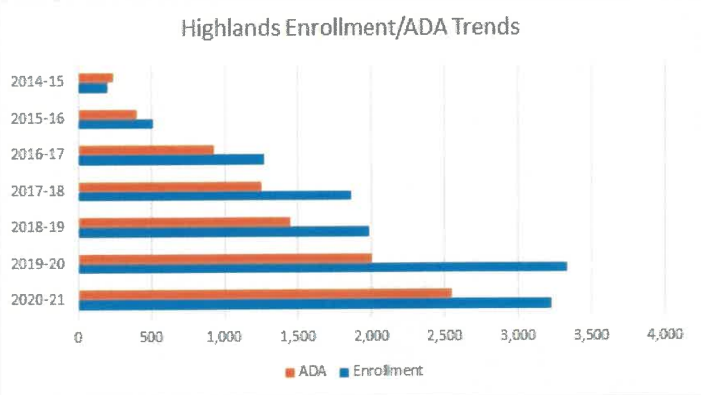

It should be noted that Highlands serves age 22 and older. Before 2020-21, HIghlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student).

Highlands LCFF Funded ADA			
	K-3 ADA	9-12 ADA	Total
2020-21		2,550.00	2,550.00
2019-20	1,750.28	251.05	2,001.33
2018-19	1,178.80	267.09	1,445.89
2017-18	1,003.65	245.26	1,248.91
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

ENGLISH LEARNERS

Highlands has 90% of the population identified as English Learners. A 90% identification rate is higher than TRUSD (33%), Sacramento County (17%), and the State (19%). As noted in the chart below, a significant number of languages are represented in the student population.

2019-20 English Learner	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	TBD	Total	EL as % of Total
Highlands	303	-	3,013	20	-	3,336	90.3%
Twin Rivers Unified	16,549	480	10,834	5,082	63	33,008	32.8%
Sacramento County	164,358	7,485	43,406	34,062	229	249,540	17.4%
State	3,600,001	273,950	1,148,024	1,133,977	7,049	6,163,001	18.6%

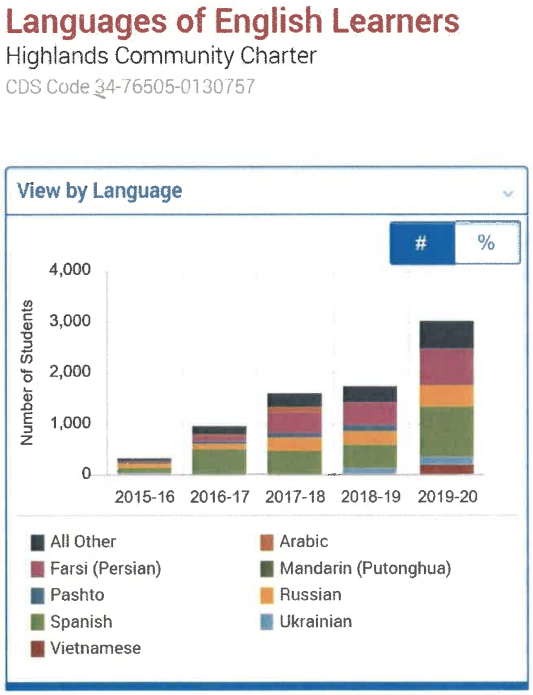

UNDUPLICATED PUPIL PERCENTAGE (UPP)

Highlands UPP was 98% in 2019-20. For funding purposes, the UPP calculation used in the LCFF formula is based on a three-year average and is capped at the UPP% of TRUSD.

1	Highlands UPP Count	2015-16	2016-17	2017-18	2018-19	2019-20
2	Total Enrollment	518	1,268	1,856	1,980	3,336
3	Free & Reduced Meal Program	335	810	1,646	1,828	3,077
4	Homeless	-	49	16	7	51
5	Direct Certification	8	21	45	19	8
6	Unduplicated FRPM Eligible Count	336	829	1,653	1,831	3,086
7	English Learner (EL)	311	946	1,594	1,725	3,013
8	CALPADS Unduplicated Pupil Count (UPC)*	455	1,099	1,778	1,961	3,273
9	UPP %**	87.84%	86.67%	95.80%	99.04%	98.11%

** Students are counted once to arrive at this total*

** Funded UPP based on three year rolling average and may be capped at % of authorizing LEA*

2019-20 EXPENDITURES

73% of expenditures were identified as program services. Approximately 62% of the budget is spent on salary and benefits of employees.

1	Highland 2019-20 Expenditures*	Program Services Education	Support Services, Mgmt, & General	2019-20 Total	PY Total
2	Certificated Salaries	5,358,756	23,868	5,382,624	
3	Classified Salaries	5,226,231	706,944	5,933,175	
4	Employee Benefits	3,984,485	333,213	4,317,698	
5	Books & Supplies	893,189	301,038	1,194,227	
6	Professional/Consulting/Operating Expenditures	3,131,381	4,918,037	8,049,418	
7	Depreciation		217,641	217,641	
8	Interest Expense		290,384	290,384	
9	Total	18,594,042	6,791,125	25,385,167	
10	% by Program/Support	73.25%	26.75%	100%	
11	Total Expenditures (less depreciation)			25,167,526	18,944,374
12	Total Employee Costs/Benefits			15,633,497	12,498,430
13	Total Employee Costs/Benefits as % of Total Expenditures			62.12%	65.97%

** per 2019-20 audit report*

PART 5

Site Visit Observations

Murdock Smith is the CEO/Director of Highlands and brings a passion and vision to the charter. Mike Reid is the Chief Operations Officer. Mike will be retiring in June 2021, and a leadership reorganization is underway.

Diana Gonsalves is a new addition to the team, serving as the Director of Fiscal Services. The charter continues to contract with Delta Management Solutions for back-office business support. Highlands is reviewing the possibility of bringing all business functions in-house. As requested in our last oversight report, the charter has added a "fiscal transparency" section to the website, providing budget and interim report updates.

Highlands received an outside consultant report (Terry Bradley, SBC) in May 2020. The report's scope was to review the organizational structure with an emphasis on the business services department. The report also requested a follow-up review of the FCMAT extraordinary audit (May 2018). There were many findings and recommendations, and a summary is provided below:

a) Recognition of the increase in student enrollment and a "healthy" general fund reserve.
b) Recognition of the leadership of Murdock (Doc) Smith and his high visibility in the organization
c) Recognition of the Board of Directors in their trust of the leadership team and holding the team accountable.
d) Improved communication among divisions in the organization was recognized. It was also noted that this is an area of continued focus to improve.
e) The utilization of technology should be a priority throughout the charter organization.
f) Based on interviews of HCCS staff, all 19 internal practices identified in the FCMAT extraordinary audit have been addressed. Staff feels the charter is a better organization due to the FCMAT study and will continue to improve as more systems are developed and implemented.
g) Internal controls need to be in place to ensure that only students 22 years of age or older without high school diplomas can register at HCCS. It should be noted that the October 2019 and October 2020 student counts show no student under the age of 22 enrolled.

The report recommended that further areas of focus/study should be:

Development of a succession plan for HCCS leadership positions.
Review of the existing organizational structure.
Completion of a cost/benefit analysis of establishing a "total" business office operation within the structure of HCCS.

No sites were visited this year due to COVID, but several zoom sessions were conducted with the Charter leadership team, and several classes were visited via zoom. The first meeting with Murdock Smith (CEO/Director), Michael Reid, and Charles Patillo was to establish the protocol and plan for zoom visits. After the class zoom visits, a meeting was held with Murdock Smith, Mike Reid, Katrina Tupper (Director of Instruction and Professional Learning), Niccole Scrogins (Director of Curriculum and Program).

The questions guiding the team discussion are shown in Appendix G. A summary of a year in review with challenges and successes is provided below as noted by the leadership team.

At the start of the pandemic, a distance learning specialist group was brought in to train staff and set the stage for remote learning. For some of the clients, a zoom environment improved attendance. Chromebooks, hot spots, Gmail accounts, were provided to students. "Digital navigators" assisted students and staff with technology. If a student was not in contact for five days, there was outreach to ensure students were OK. Food and clothing closets were provided to assist with other needs.

ADA was determined by google classroom, mobile app, zoom attendance, work submitted, and reading program log-ins. Highlands is considered a school of the district for special education purposes, and special education services are provided by TRUSD.

There were many challenges for teachers in adapting to a Zoom environment, but the success was seeing the great work at the end. The silver lining is the push over the finish line for staff and teachers (and students) on digital literacy (Nicole).

Challenges were the personal hardships, and success was the relationships and connections that were made. The silver lining was creating a system and structures for collaboration, with staff reaching out for more professional development opportunities (Katrina).

Challenge was never taking the foot off the accelerator and pivoting, and the success was creating more pathways for students (Mike).

Success was graduation with 138 graduates in January. Challenges were not receiving COVID funding like traditional school districts. The silver lining was the development of a learning management platform in-house. (Doc).

There were some very specific kudos to the TRUSD team:
Kate Ingersoll for working so closely with Diane Gonsalves and the business office team
Lori Grace for ongoing, consistent communication on COVID to the Highlands team that made them feel very supported by the district.
Kristen Coates for reaching out to ensure good communications with the team.
TRUSD police support, specifically noting an incident with an at-risk student, and the collaboration of the Highland team and TRUSD police department that prevented a potential suicide.

I attended the following Zoom classes:

English Learners	10:00 to 11:00	Tuesday16-Mar	7 students attending
English, History,Govnt	11:00 to 12:00	Tuesday16-March	1 student attending
Math	1:30 to 2:30	Tuesday16-Mar	4 students attending
English	6:00 to 7:00	Wednesday17-Mar	16 students attending
CDL Truck Driving	10:00 to 11:00	Thursday18-Mar	11 students attending
Beg English	11:00 to 12:00	Thursday18-Mar	15 students attending
Algebra (CICA)	5:15 to 6:15	Thursday18-Mar	1 student attending

General Impressions:
Teachers used technology appropriately, with some teachers excelling in providing engaging activities. Students were generally adept at using Zoom and had good connectivity. The English Learner classes were particularly engaging. Many of the students were women with small children, and it was a joy to watch their level of engagement in learning English. As noted previously in the report, attendance has improved since transportation, and child care barriers are no longer issues in a Zoom environment.

PART 6

SUMMARY

The Highlands team is passionate about its mission and vision and is committed to its students' success. They serve a diverse group of adults, primarily English Learners, under the Workforce Investment Act. The challenges are many. Chronic absenteeism is high at 88.6%, graduation rates are low at 15.3%, and college/career readiness indicators are -0- prepared and 1.6% approaching prepared (2018-19 data).

Our commendations to Highlands for bringing in an outside consultant to review operations and provide recommendations. The report (May 2020) was reviewed as part of this oversight report. The charter has implanted many of the recommendations.

Highlands should be commended for the quick response to align services to students in a virtual environment back in March 2020. As of this report (May 2021), Highlands is still providing services in a virtual environment.

In 2019-20, adequate controls were in place to ensure all students enrolled were age 22 or more.

Highlands has implemented a prior year recommendation that provides for fiscal transparency, with the website posting budgets and interim reports.

Highlands has been creative in partnering with the community on facilities near where the students and community needs are located. Appendix B provides the most current listing of 35 sites.

A stated concern in the past was a lack of cash flow and budget discipline necessary for a growing organization. Highlands has improved its fund balance. They have discontinued expensive factoring agreements used for cash flow. Highlands indicated that in March 2021, they repaid the RANs and acquired a $9M line of credit to utilize for cash flow purposes. They continue to contract with a charter "back office" for financial support but have added staffing in-house to improve financial/budgeting systems. They are projected to be fiscally solvent in 2019-20 and future years.

There continue to be legislative discussions to limit the ability of Charters to serve adults over the age of 22 and receiving LCFF funding. Highlands has been actively working to ensure legislators and others are aware of the impact of their work in the community.

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) Commissioners have determined Highlands Community Charter School (AD - AD) meets the ACS WASC criteria for accreditation and granted a Six-Year Accreditation Status with a Mid-cycle Two-day Visit through June 30, 2025.

PART 7

APPENDIX A HIGHLANDS MISSION/VISION (FROM WEBSITE)

Motto | Vision | Mission

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

SCHOOLWIDE LEARNER OUTCOMES (SLOS):

1. STUDENTS WILL DEMONSTRATE MEASURABLE ACHIEVEMENTS EACH TERM THROUGH ASSESSMENT.

2. STUDENTS WILL MAKE PROGRESS TOWARD THEIR CAREER GOALS.

3. STUDENTS WILL USE TECHNOLOGY TO COMMUNICATE FOR PERSONAL AND ACADEMIC USE.

HIGHLANDS COMMUNITY CHARTER SCHOOL

ANNUAL OVERSIGHT REPORT 2019-20

APPENDIX B

Highlands Community Charter School's main campus is located at 1333 Grand Ave., Sacramento, CA 95838. HCCS students are currently served at 35 locations around the greater Sacramento region.

These sites listed may include jointly utilized California Innovative Career Academy sites.

Per the Charter Petition - All HCCS site are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the district.

	2018-19 Oversight Report Listing (March 2020)		Updated Listing (May 2021)
1	41st Street | 3821 41st Ave Suite 1, Sacramento, CA 95824	1	41st Avenue | 3821 41st Avenue, Suite #1, Sacramento, CA 95824
2	ARI - Alhambra | 2411 Alhambra Blvd # 100 Sacramento, CA 95817		
3	ARI - CB Wire | 5100 El Paraiso Ave, Sacramento, CA		
4	ARI - North | 5750 Sunrise Blvd #100 Citrus Heights, CA 95610	2	ARI - North | 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
5	Asher | 1215 Howe Ave. #101, Sacramento, CA 95825	3	Asher | 1215 Howe Avenue, #101, Sacramento, CA 95825
6	Bach Viet - North | 1050 Fulton Ave. #110 Sacramento, CA 95825	4	Bach Viet - North | 1050 Fulton Avenue, #110, Sacramento, CA 95825
7	Bach Viet | 1120 Fulton Ave. #F Sacramento, CA 95825	5	Bach Viet - Larkspur | 1100 Fulton Avenue, #F, Sacramento, CA 95825
8	Bach Viet - South | 6853 65th St. STE C, Sacramento, CA 95828	6	Bach Viet - South | 6853 65th Street, STE C, Sacramento, CA 95828
9	Bethany | 9880 Jackson Rd. Sacramento, CA 95827	7	Bethany | 9880 Jackson Road, Sacramento, CA 95827
10	Bowling - Lao Family | 7171 Bowling Dr. Sacramento, CA 95823	8	Bowling | 7171 Bowling Drive, #1120, Sacramento, CA 95823
11	Clay Street | 3805 Clay Street, Sacramento, CA 95838	9	Clay Street | 3805 Clay Street, Sacramento, CA 95838
12	Cosmo | 3500 Fulton Ave, Sacramento, CA 95821	10	Cosmo | 3500 Fulton Avenue, Sacramento, CA 95821
13	Crossroads | 7011 Sylvan Rd. Suite A, Citrus Heights, CA 95826		
14	Faith Legacy | 2532 Whitney Ave. Sacramento, CA 95821	11	Faith Legacy | 3532 Whitney Avenue, Sacramento, CA 95821
15	Grand | 1333 Grand Avenue Sacramento, CA 95838	12	Grand Avenue | 1333 Grand Avenue, Sacramento, CA 95838
16	Folsom Blvd | 10017 Folsom Blvd. Sacramento, CA 95827	13	Folsom Blvd | 10017 Folsom Blvd, Sacramento, CA 95827
17	GSUL | 3725 Marysville Blvd. Sacramento, CA 95838	14	GSUL | 3725 Marysville Blvd, Sacramento, CA 95838
18	Gurnick | 8810 Cal Central Drive, 3rd Floor Sacramento, CA 95826	15	Gurnick | 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
19	Holy Cross | 800 Todhunter Ave. West Sacramento, CA 95605	16	Holy Cross | 800 Todhunter Avenue, West Sacramento, CA 95605
20	Industrial | 8180 Industrial Pkwy. Sacramento, CA 95824	17	Industrial | 8180 Industrial Pkwy, Sacramento, CA 95824
21	Maple | 3301 37th Ave. Sacramento, CA 95824	18	Maple | 3301 37th Avenue, Sacramento, CA 95824
22	Marconi | 2435 Marconi Ave. Sacramento, CA 95821	19	Marconi | 2500 Marconi Avenue, #120, #150, Sacramento, CA 95821
23	Marysville | Notre Dame: 715 C St. Marysville, CA 95901	20	Marysville | Notre Dame: 715 C Street, Marysville, CA 95901
24	McClellan | 3144 Palm St. Building 826 McClellan Park, CA 95652	21	McClellan | 3144 Palm Street, Building 826, McClellan Park, CA 95652
25	OLOG - Guadalupe | 711 T St. Sacramento, CA 95811	22	OLOG - Guadalupe | 711 T Street, Sacramento, CA 95811
26	Opening Doors | 1111 Howe Ave. #115 Sacramento, CA 95825	23	Howe Avenue | 1111 Howe Avenue, #115, Sacramento, CA 95825
27	Opening Doors | 1111 Howe Ave. #655 Sacramento, CA 95825	24	Howe Avenue | 1111 Howe Avenue, #655, Sacramento, CA 95825
28	SALAM | 4545 College Oak Dr. Sacramento, CA 95841	25	SALAM | 4545 College Oak Drive, Sacramento, CA 95841
29	SHRA - Marina Vista | 30 Seavey Circle Sacramento, CA 95818	26	SHRA - Marina Vista | 30 Seavey Circle, Sacramento, CA 95818
30	St. Anne's | 7720 24th St. Sacramento, CA 95832	27	St Anne's | 7720 24th Street, Sacramento, CA 95832
31	Elder Creek | 8401 Jackson Rd, Sacramento, CA 95826		
32	St. Matthews | 2300 Edison Ave. Sacramento, CA 95821	28	St Matthews | 2300 Edison Avenue, Sacramento, CA 95821
33	St. Rose | 5945 Franklin Blvd. Sacramento, CA 95824	29	St Rose | 5961 Franklin Blvd, Sacramento, CA 95824
		30	Alhambra | 2331 Alhambra Blvd, Sacramento, CA 95817
		31	ARI - South | 6270 Elder Creek Road, Sacramento, CA 95824
		32	Lao Family Oakland | 2325 East 12th St, Oakland, CA 94601
		33	Pavilions South | 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
		34	Pavilions South | 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
		35	Saint John's | 8401 Jackson Rd, Sacramento, CA 95826

APPENDIX C

Greatest Progress

At Highlands, we are proud of increasing services to our unduplicated students by leveraging a variety of funding sources. One of our most creative and innovative services continues to be the deployment of a mobile clothes closet and library which was financed through base funding. Many Highlands students live in poverty and for two years now a free clothes closet was established at our main campus to provide clothes to needy students and their families. Due to the overwhelming success of this project and the high demand for these clothes, and to provide access for students at other sites, Highlands purchased an RV which can now take the clothes to students at all 24 auxillary sites. Additionally, as our students have often indicated their desire for books to read at home, the mobile clothes closet is also a mobile lending library. Students can check-out one book, then exchange it for another at a future date, the books are never overdue. This program was initiated with base funds and is popular with all students. In the next school year, we will continue to expand on this resource to offer free clothes and books to our students.

Another very successful Highlands initiative this year was providing free eye exams and free glasses to 72 of our highest needs students. Highlands applied for a grant through Vision Service Plan called "Eyes of Hope" for those who are in need but can't afford the services. Certificates for a free eye exam and a pair of eyeglasses at any doctor in the VSP network are issued to students identified by their teachers to be in need or "desperate" need of glasses. The results were immediate, these students are empowered to fully participate in class because they now see the Board and read without squinting in their classes.

In response to high-needs students requests for increased access to computers, Highlands secured funds from our Workforce Investment Opportunity Act (WIOA) grant, supplemental and concentration funds to purchase 250 additional student computers. Bringing a 2 year total purchase of 535 student laptops/desktops. These are all pre-loaded with support software or programs for student use. Including Google Chrome, Microsoft Office Suite, Ethernet capability and WiFi available access. This has increased significantly our drive to become a 1:1 student to computer available school.

Last year, we had an identified need to improve the English Language Learner reclassification rates. This year we planned to invest $1,100,000.00 dollars of supplemental and concentration funds to provide para-educators for our students with highest needs . This is an additional $770,000.00 dollars toward classroom assistance. When our local indicators, CASAS scores, and student feedback demonstrated the effectiveness of this strategy, administration allocated an additional $490,000.00 to para-educator salary and benefits. As a result, our actual expenditures outpaced our budgeted expenditures and moreover, our student gains and reclassification rates surpassed our original growth goals. With a particular emphasis on 'literacy rates' improving we are striving for providing intensive in-class assistance. This has proven to be an effective strategy for increasing student success. Investment in para-educators for of our English Language Learners and Socioeconomically Dis-advantaged students has contributed to significant gains throughout our student population. Next year we will continue to provide para-educators as supplemental support for our un-duplicated students.

Last year, we identified a need to improve our 7% CTE participation rate from the 2016-17 school year. This year,we doubled the rate and achieved a 14% participation rate. In addition, we were able to more than double the CTE completion rate of long term students. For the 2016-17 school year, the completion rate was 31%. In the 2017-18 school year the CTE completion rate was 64%, exceeding our goal of 45% completion rate. In the 2018-19 school year, we continued to improve our CTE program as our un-duplicated students rely on this program to prepare them for living wage jobs. At the completion of the 2018-19 school year we reached 48% of our students taking and completing a CTE Pathway.

With regard to other outcomes that were significant to our school's success, we were approved by the Twin Rivers Unified School District's Board of Trustees for a full 5 year re-authorization to continue our work as a charter school. In addition, we went through a full review for accreditation with the Western Association of Schools and Colleges and have been granted a 6 year accreditation (the highest accreditation possible) with a 2 day mid-cycle visit. Additionally, we are still a grantee for the Work Force Investment and Opportunity Act (WIOA for $350,000 annually).

Finally, we have grown from 22 learning sites from the 2018-19 school year to almost 30 available learning sites or partnership locations, thus expanding the opportunity for additional students to access the school either locally or regionally.

Greatest Need

There are 5 areas Highlands will focus attention next year to improve our overall results:
1. Improving CTE participation rate: As a non-college prep-school, we meet Ed. Code § 52060(d)(4)(C) through the number of students who participate in and complete career technical education sequences or programs of study that align with state board-approved career technical education standards and frameworks".
While our school offers a range of CTE programs, we believe we must continue to increase the participation rate.
2. Improving career attainment: By having more students complete our CTE programs through improved instruction and follow up, our graduates should be more equipped to obtain livable wage lifestyle.
3. Improving curriculum and instructional materials: We will continue the process of rolling out a new and improved comprehensive curriculum to promote student learning as well as support teachers through coaching, modeling and professional development. We will also continue to provide supplementary resources to support instruction in response to student requests; moreover, research demonstrates that the quality and availability of the instructional materials is important to how well students learn.
4. Expansion of remedial instruction and intervention: We will expand the use of intervention specialists to target students who need additional academic support. We will offer remedial classes and open a tutoring center to help close the achievement gap by building up basic skills in reading, writing, and math.
5. Increasing our identified 'Cohort Graduation Rate' while decreasing the number of students that would be designated as 'Chronically Absent'.

Performance Gaps

Given the nature of our school, there are fewer internal performance gaps than there are performance gaps between our students and the general population. Most of our students enter the Highlands high school program with academic skills that are significantly below grade level in reading, writing and math. We continue to make remedial instructional opportunities available and plan to stay the course to monitor outcomes associated to academic and career-technical advancement. We have seen a greater number of our identified English Learning students make advancement in leveled instruction as well as 'bridging' into high school.
We are continuing to improve our services for all student groups that have additional needs. Those needs include English learners, low income students, disabled students, former foster youth, ex-offenders and homeless to promote their general academic skills. These services unequivocally close the income gap which nearly all our students face. However, with regard to the 2018-19 State Accountability Dashboard, we still have identified an 87% chronic absenteeism rate, an overall cohort graduation rate of 19% and 0% of our students being

APPENDIX D

District LCAP TRUSD Review of the LCAP

The charter expressed appreciation to the district for their suggestions and will use the input to improve future LCAPs but did not update the 2019-20 LCAP with the suggested changes below.

Goals, Actions & Services 2019-20

Page 47 - Goal/Action 1.1 has both boxes marked above and below the OR for if the action is Not including or Including to meet increased or improved services for unduplicated students; determine which one it s and eliminate the verbiage in the other section.

Page 50 – is the increased budget from $250,000 to $1,500,000 for 1.3 realistic?

Goal 2 – 2.1, 2.2, 2.3 & 2.4 all say the action is Not including to meet increased or improved services for unduplicated students. If that is the case, then S/C funds should not be used.

Page 78 - is the increased budget from $60,000 to $600,000 correct? If not then an additional $540,000 needs to be added to the LCAP. If it is, is it realistic? And is it above and beyond the base program since S/C funds are being used?

Demonstration of Increased or Improved Services for Unduplicated Pupils

Page 88 - The S/C Grant funds are about $1 million short from the LCFF calculation and what is in the Adopted Budget. The amount should be $5,570,738 and 35.50%.

APPENDIX E 2018-19 CALIFORNIA DASHBOARD

The complete Dashboard report is included as a component of this report. No dashboards were produced for 2019-20 due to the pandemic.

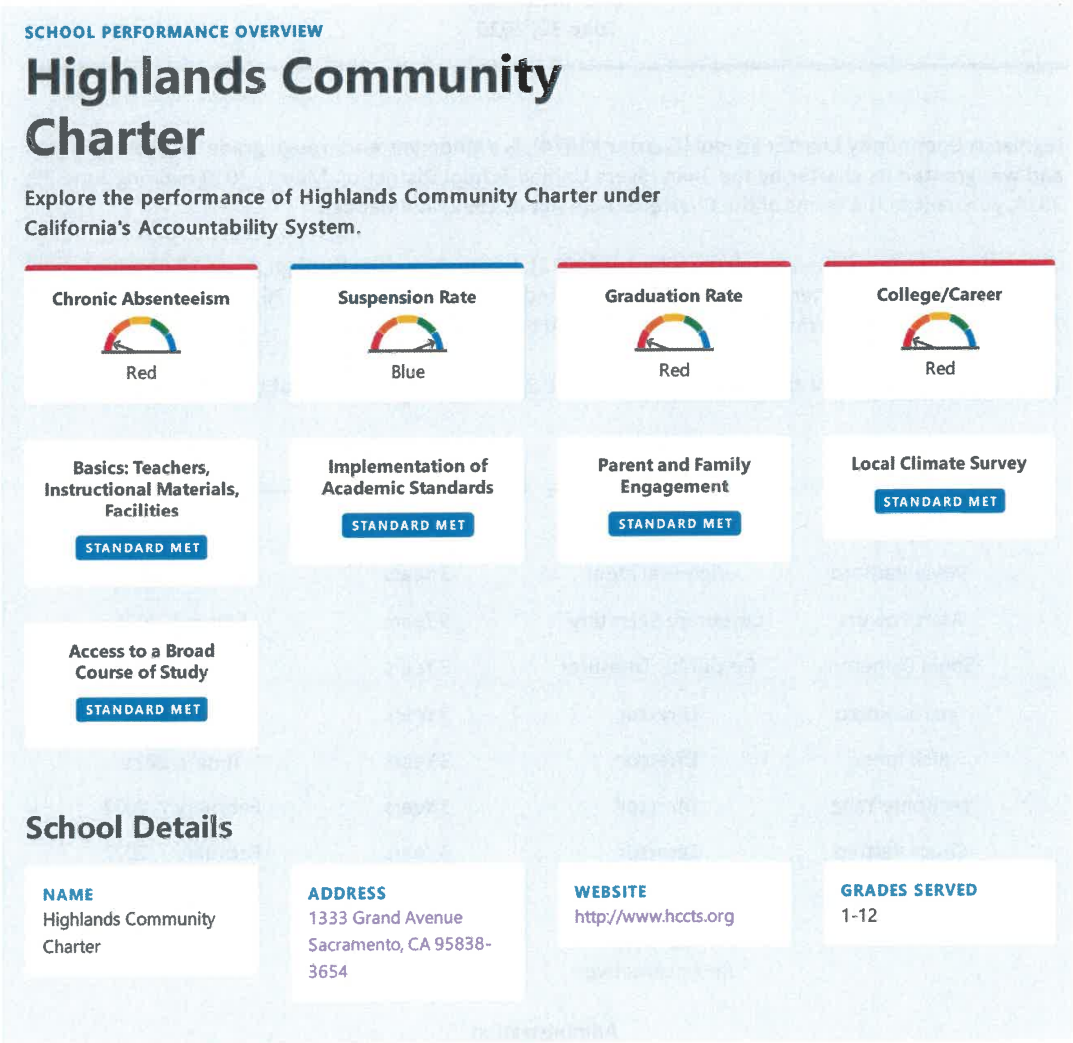

SCHOOL PERFORMANCE OVERVIEW

Highlands Community Charter

Explore the performance of Highlands Community Charter under California's Accountability System.

Chronic Absenteeism	Suspension Rate	Graduation Rate	College/Career
Red	Blue	Red	Red

Basics: Teachers, Instructional Materials, Facilities	Implementation of Academic Standards	Parent and Family Engagement	Local Climate Survey
STANDARD MET	STANDARD MET	STANDARD MET	STANDARD MET

Access to a Broad Course of Study
STANDARD MET

School Details

NAME	ADDRESS	WEBSITE	GRADES SERVED
Highlands Community Charter	1333 Grand Avenue Sacramento, CA 95838-3654	http://www.hccts.org	1-12

APPENDIX F BOARD OF DIRECTORS

FROM 2019-20 AUDIT REPORT

HIGHLANDS COMMUNITY CHARTER SCHOOL
AND CALIFORNIA INNOVATIVE CAREER ACADEMY
ORGANIZATION
June 30, 2020

Highlands Community Charter School [Charter #1674], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on May 1, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

California Innovative Career Academy [Charter #2072], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on June 26, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2020 was comprised of the following members:

Name	Office	Term	Term Expiration
Ernie Daniels	Corporate President	3 Years	August 10, 2020
Doyle Radford	Vice-President	3 Years	March 1, 2021
Matt Powers	Corporate Secretary	3 Years	March 1, 2021
Sonja Cameron	Corporate Treasurer	3 Years	March 7, 2022
Sharon Rocco	Director	3 Years	June 7, 2021
Rick Jones	Director	3 Years	June 7, 2021
Mellonie Yang	Director	3 Years	February 7, 2022
Chuck Pattillo	Director	3 Years	February 7, 2022
Sondra Betancourt	Local Education Agency Representative	N/A	N/A

Administration

Name	Position
Murdock Smith	Executive Director/CEO

APPENDIX G

A list of questions was used with the Charter Leadership teams to guide the Zoom meetings as we discussed 2019-20 and 2020-21 operations.

We last met in January/February 2020, and the world has turned upside down since then. We would appreciate the opportunity to hear from you how this past year has impacted you and your site team.

The following questions will help guide the conversation today and are a suggested guideline for discussion:

Describe how you have delivered services to students this past year?

How have you met other student needs – e.g., breakfast and lunches, social/emotional health, internet resources/support, technology?

Describe how you are returning students to the classroom delivery in the coming months – March through June?

What has been your greatest challenge this past year?

What has been your greatest success?

What has been the greatest challenge for your student population? Teachers' most significant challenge?

How have you measured student success?

What has student "Attendance" looked like this past year?

How have students with special needs (IEP) been addressed?

How do you plan to offer remedial support to students who have not had academic success this past year?

What are you most proud of this past year that you and your team have accomplished?

What are lessons learned? What silver lining has come from the pandemic? Are there learnings from this challenge that will change how you deliver instruction in the future?

APPENDIX G

SUMMARY OF RESOURCES

The following documents were used to compile this report:

2019-20 Audit
2019-20 End of Year Financials
2020-21 Second Interim report
2019-20 LCAP
2018-19 CA School Dashboard for Charter
2018-19 CA School Dashboard for TRUSD
2018-19 CA School Dashboard for State
CBEDS/CALPADS data
Additional data elements from CDE website
LCAP review notes from Kate Ingersoll/TRUSD
Highlands Community Charter School Report May 2020, School Business Consulting Inc.
Charter website
School Accountability Report Card
WASC letter
COVID Safety Plan

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 3, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: TRUSD 6/3/24 Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 12/2/24

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' (HCCTS), the Twin Rivers Unified School District (District) is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

By correspondence dated June 3, 2024, the District sent a Request for Information to HCCTS regarding the absence of 11th grade in the High School programs for both CICA and HCCTS. The letter also requested information regarding the reason for an uneven distribution of credits between 9th, 10th and 12th grades. By correspondence dated August 28, 2024, HCCTS provided the enclosed response to the District's request for information and requested actions. On October 3, 2024, the District sent a summary of findings based on the review of HCCTS' August 28 reply.

On September 30, 2024, TRUSD Project Manager Sharilyn Warta, sent an email to HCCTS Director of Assessment and Accountability, Melissa Roberson requesting evidence to support the statement included in the August 28, 2024 letter in which HCCTS asserted that they had received approval by "District Staff on October 29, 2020, to add grade 9 and 10 through a non-material revision process".

By correspondence dated December 2, 2024 (enclosed), Ms. Roberson replied to Ms. Warta's email request. The District has reviewed the response and has made the following findings:

1. **Evidence of Prior District Approval for Addition of 9th and 10th Grade**

TRUSD Findings:

- HCCTS asserts that District Administration "strongly encouraged the change to a 9-12 grade span" via email and phone but acknowledges that they do not possess any email evidence of the exchange on October 29, 2020.

- Although HCCTS stated that the 2019-20 Annual Oversight report for HCCTS provides evidence of the District's prior knowledge and approval, the report was compiled during the 2020-21 school year. District annual charter school oversight reports are drafted the following school year to ensure a complete review of the previous year's activities. The report provides further evidence of this compilation timeline by the published date of June 7, 2021, as seen on the top of page one. The District finds that the report provides no evidence that it had prior knowledge of the change in grade span before it was implemented.

- The District further finds the lack of evidence regarding the District's prior knowledge of the addition of 9th and 10th grades has no impact on the determination that the addition of 11th grade requires a material revision as clearly specified in Education Code 47605(a)(4).

Action Required

As stated in the District's correspondence dated October 3, 2024, please provide the District with updates on the progress made toward adding an 11th grade as steps are taken, with a follow-up communication no later than **March 31, 2025.**

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding this information request. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Letter dated August 5, 2024
HCCTS Response dated August 28, 2024
District Reply dated October 3, 2024
HCCTS Response dated December 2, 2024

cc: Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 26, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 2/27/2025

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with the approved HCCS and CICA Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and compliance with laws applicable to charter schools.

By correspondence dated June 3, 2024, the District sent a Request for Information to HCCTS regarding the absence of 11th grade in the High School programs for both California Innovative Career Academy ("CICA") and Highlands Community Charter School ("HCCS"). By correspondence dated August 28, 2024, HCCTS provided the enclosed response to the District's request for information. On October 3, 2024, the District sent a summary of findings based on the review of HCCTS August 28 reply.

On September 30, 2024, TRUSD Project Manager Sharilyn Warta, sent an email to HCCTS Director of Assessment and Accountability, Melissa Roberson requesting evidence to support the statement included in the August 28, 2024, letter in which HCCTS asserted that they received approval by "District Staff on October 29, 2020, to add grade 9 and 10 through a non-material revision process." By correspondence dated December 2, 2024 (enclosed), Ms. Roberson replied to Ms. Warta's email request.

On February 3, 2024 the District replied to HCCTS' December 2 correspondence. Subsequently, on February 27, 2025 HCCTS representatives met with the District for a charter oversight check-in meeting.

During the February 27 meeting, you stated that HCCTS will not be submitting a request for material revision of the HCCS and CICA charters to add 11th grade at this time. Additionally, you stated that it is HCCTS' understanding that the District does not have oversight authority to require this change since 11th grade is not included in the current approved charter.

On March 17, 2025 HCCTS sent the enclosed letter stating that HCCTS is working on a "possible material revision to the HCCS and CICA charters" regarding 11th grade. Outlined below is the District's response to your communications.

District Findings:

- The District acknowledges that 11th grade is not included in the current approved HCCS and CICA charters. The District further finds that the current model, which includes 9th and 10th grades, have not been approved by the District as evidenced by the aforementioned communications.

- The District strongly urges HCCTS to submit requests to the District for material revision of the HCCS and CICA charters to add 9th, 10th, and 11th grades since both HCCS' and CICA's programs are currently inconsistent with the approved charters.

Action Required

- Within ten (**10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to take appropriate actions to address the concerns outlined in this communication.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding this information request. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Letter Dated August 5, 2024
HCCTS Response Dated August 28, 2024
District Reply Dated October 3, 2024
HCCTS Response Dated December 2, 2204
District Response Dated February 3, 2025
HCCTS Response Dated March 17, 2025

cc: Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 11, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 2/27/2025

Dear Ms. Carreon,

On March 26, 2025, HCCTS received a follow-up letter regarding 11th grade. YM&C, our legal counsel, has reviewed and updated the charter petitions for HCCS and CICA with requirements based on the Education Code. YM&C is working on a material revision to the charter to add grade 11.

HCCTS is reviewing the updated charters received on March 11, 2025, and will provide updates to TRUSD on the progress of this matter.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS Grades
Below is a table showing the current grades HCCTS is serving, the grades included in the charter petitions for HCCS and CICA, and the changes we need to make in the MOU:

Charter Petition	Date	Grades Served (According to the Charter)	Grades we are serving	Changes we need to make in the MOU
CICA	June 25, 2019	9-12	9, 10, 12	Clarify grades: 9-12
HCCS (Charter Petition Renewal)	January 14, 2019	1, 2, 12	9, 10, 12	Remove grades: 1, 2 Add grades 9, 10, and 11.

Exhibit C

Violation of the Charter: Adding Locations without Material Revision Request

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(Highlands Community Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the Highlands Community Charter School (hereinafter "HCCS"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and HCCS collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2014 for a term running through June 30, 2019;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

1. The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation.

2. Facilities.

a. *Facilities Locations*. In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.

If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety*. Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation*. The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.

   Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 17st day of June, 2014, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS collectively referred to as "the Charter School").

WHEREAS, the District's Board of Trustees ("Board") granted the Corporation a Charter to operate HCCS at a public meeting on March 4, 2014, for a term of five (5) school years commencing on July 1, 2014 and ending on June 30, 2019, pursuant to Resolution No. 444 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding HCCS' funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2014 and end on June 30, 2015. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2015, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "Highlands Community Charter School."

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with

EXHIBIT "A"

HCCS MOU

federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.*).

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2014-15 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall be solely responsible for the direct cost of the limited administrative services provided by the District to the Charter School. The Charter School shall contract with a qualified third-party vendor for all other administrative services.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all its subcontractors and vendors whose duties require contact with Charter School students to submit fingerprints in accordance with Education Code section 45125.1. The Charter School shall require all parent volunteers, who will supervise children outside of the presence of a credentialed employee, to undergo fingerprinting/background checks pursuant to Education Code sections 35021 *et seq.* The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School's operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%)

of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a) through (e), only. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633 and the categorical block grant calculated pursuant to Education Code section 47634, and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its programs. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, or any other private source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the "Highlands Community Charter School," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever.

16. Payment Schedule. The Charter School shall pay the administrative services fees (¶ 8), supervisorial oversight fees (¶ 14), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Reports, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

A. On or before July 1 of each year, a preliminary budget.

B. On or before December 15, an interim financial report that reflects changes through October 31.

C. On or before March 15, a second interim financial report that reflects changes through January 31.

D. On or before September 15, a final unaudited report for the full prior year.

E. The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU.

F. The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices.

For the reports listed under Section 23 A through C above, the Charter School shall also provide with each financial report supporting and/or back up information including but not limited to: MYP for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of

H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2014, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive the funding specified in this MOU. The Charter School shall provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School shall provide all data and reports required by the District in hard copy and electronic data files. The Charter School shall submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School shall provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent or designee, and the Charter School's Executive Director. The Executive Director and the Superintendent or designee, shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs and the Entity

shall comply with all legal requirements regarding the confidentiality of student records. The Charter School's Executive Director shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets.

Notwithstanding any rule, regulation, Charter provision, Corporation Bylaw or document to the contrary, on closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, and all ADA apportionments and other revenues generated by students attending HCCS, after payment of all debts and liabilities and refunds to applicable agencies, shall revert to the District. Any assets acquired from the District or District property will be promptly returned upon HCCS' closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

28. Termination for Cause. The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the Charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the Charter, this MOU shall be deemed null and void. .

29. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed in Paragraph 26, above.

30. Annual Review and Notice To District Of Change In Status. The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties shall act reasonably and in good faith in both the review and the response to the review.

The Charter School shall provide the District no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within the District's oversight responsibilities.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

31. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

32. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

33. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

34. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

35. Invalidity of Provisions of this MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

36. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220 including but not limited to race, color, religion, gender, ancestry, physical and/or mental disability, marital status or national origin, nationality or ethnicity, sexual orientation, perceived sexual orientation, and/or association with individuals with one or more of the above characteristics in the operation of the Charter School.

37. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

38. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

39. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

40. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on

the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue, #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____
Bill McGuire,
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ward Allen,
Vice-President of the Board of Trustees

EXHIBIT "B"

HCCS FACILITIES SITE LIST

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	**American River**	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	**Arden**	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	**Capitol Mall**	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	**Capitol Mall**	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	**Capitol Mall**	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	**El Camino**	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	**Fair Oaks 2**	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	**Howe Avenue**	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	**Howe Avenue**	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	**Raley Blvd**	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	**San Diego**	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

Board of Trustees

Michelle Rivas
President

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Rebecca Sandoval
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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day.

June 13, 2024

Via Email
Highlands Community Charter School
Attn: Mayra Valdivia, Acting Executive Director
1333 Grand Ave.
Sacramento, CA 95838
mayra.valdivia@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern - Facility/Location Changes and MOU Compliance

Dear. Ms. Valdivia and Board Members:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"), operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCS and CICA in compliance with its approved Charter, the Memorandum of Understanding ("MOU") regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

On June 4, 2024 Natasha Lutsik, Director of Executive Services, HCCTS called and spoke with Sharilyn Warta, Project Manager, TRUSD regarding the lease expiration of both HCCS McClellan sites located at 3144 Palm St, Building 826, McClellan Park, CA 95652 and 5411 Luce Ave., Unit 242, McClellan Park, CA 95652. Ms. Warta followed-up with Ms. Valdivia and Ms. Lutsik on June 5, 2024 via email and requested an update on the plans and mentioned the likelihood of the need for a Material Revision approval regarding establishment of the new facility.

Ms. Valdivia replied to Ms. Warta's email and confirmed HCCTS' closure of both McClellan sites that have been serving HCCS students and the planned addition of a new facility at 3237 Peacekeeper Way, McClellan Park, CA 95652, commencing with the 2024-25 school year. In Ms. Valdivia's email, she also included a list of three additional HCCS sites that will close on June 30, 2024, as well as two sites that already closed on April 30, 2024, without any notice to the District (see below):

Closing June 30, 2024:
- 701 12th Street, Suite 203, Sacramento, CA 95814
- 6270 Elder Creek Road, Sacramento, CA 95824
- 5750 Sunrise Blvd., Suite 100, Citrus Heights, CA 95610

Closed on April 30, 2024:
- 2325 E. 12th Street, Oakland, CA 94601
- 8480 Edes Avenue, Oakland, CA 94621

Additionally, on June 11, 2024 TRUSD discovered multiple discrepancies between the current HCCS MOU Amendment No. 3 site list and the HCCTS site and resource centers listed on the HCCTS June 6, 2024 Board agenda (see enclosed). The HCCTS School Sites and Resource Centers list from the HCCTS Board agenda did not include the following sites:

- American River (Administrative), 3600 American River Drive, #280, Sacramento, CA 95864
- Arden (Warehouse), 901 Arden Way, Sacramento, CA 95815
- Marysville 2, 5961 Franklin Blvd, Sacramento, CA 95901
- Rosemont (Saint John's), 8401 Jackson Road, Sacramento CA 94806
- South Lake Tahoe, 1041 Lyons Avenue, South Lake Tahoe, CA 96150

The School Sites and Resource Centers list from the Board agenda also had two additional locations/suites of which the District is unaware:

- Hillsdale, 5655 Hillsdale Blvd, Suite 16, Sacramento, CA 95842 ("Hillsdale")
- Howe Avenue, 1111 Howe Avenue, Suite 630, Sacramento CA 95842 ("Howe Avenue")

Regarding the opening of new sites, the District refers you to the parties' enclosed MOU Amendment No. 3, which outline HCCTS' responsibility applicable to both HCCS and CICA regarding the establishment of operations at additional sites or moving existing locations. Specifically, each MOU Amendment No. 3 provides:

"*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval*."

Upon receipt of a written request, "*the District shall determine whether the proposed change(s) constitutes a material revision requiring District Board approval*." We note and highlight for your attention that the MOU Amendments expressly state, "*Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter*."

To date we have not received a request to establish a new location at 3237 Peacekeeper Way, McClellan Park in accordance with the MOU Amendment requirements referenced above. Should a request be submitted and it be determined that the establishment of this proposed new location requires a material revision of the HCCS Charter, the District is prepared to collaborate with HCCTS in an effort to get the material revision before the TRUSD Board of Trustees for action as soon as practical.

There is also concern HCCTS has established operations at the Hillsdale and Howe Avenue locations referenced above without complying with the terms of the MOU Amendment.

Action Needed:

- Comply with the terms of the MOU Amendment No. 3 (both HCCS and CICA) regarding establishment of operations at any new locations or moving existing locations, including the proposed new location at 3237 Peacekeeper Way.

- Respond to the District's concern regarding the establishment of operations at the Hillsdale and Howe Avenue locations without complying with the terms of the MOU Amendment No. 3.

The District requests that HCCTS respond to the above concerns by no later than **5:00 PM on July 11, 2024**. Your responses should be directed to the District for my attention.

<u>Location Closures.</u>

To effectively conduct the oversight duties as outlined in the Education Code, and to establish clear expectations for HCCTS, the District will be preparing an addendum to the current MOU Amendment No. 3 for HCCS and CICA to include the District's expectations regarding notification of site closures. Both addenda will outline the following expectations:

- HCCTS should notify TRUSD when it intends to close a location at the end of a school/fiscal year or otherwise. This should be done sufficiently in advance of the intended closure and before closure action is taken. (The District requests at least 30 calendar days prior notice)

- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the site to be closed will now be housed/enrolled, and include information about how students will be accommodated at that existing site(s).

- Provide Board agenda/minutes indicating the closure(s) were approved by the HCCTS Board.

While we understand that HCCTS does not necessarily need to obtain the District's approval when closing a location, advanced notification is an expectation. Receipt of the above-mentioned information is important for the District's oversight function to monitor each charter school's ability to continue to successfully implement its educational programs and whether each charter school is implementing the educational program and meeting student needs as described in their respective charters.

Until we are able to get an MOU Addendum in place, the District requests that HCCTS begin notifying the District immediately of any anticipated facility closures in the manner outlined above.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures: HCCS MOU Amendment No. 3
CICA MOU Amendment No. 3
June 6, 2024 HCCTS Board Agenda

cc: Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net, Steve Martinez, Superintendent, TRUSD steve.martinez@trusd.net, Susan Park, Director, California Department of Education, s.park@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org
Twin Rivers Unified Board of Trustees:
Michelle Rivas, President, Michelle.Rivas@trusd.net; Michael Baker, Vice President, Michael.Baker@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Stacey Bastian, Member, Stacey.Bastian@trusd.net; Basim Elkarra, Member, Basim.Elkarra@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

June 28, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern: Opening and Closing Sites

We have prepared the following report in response to the notice of concern regarding the Highlands facilities and sites that were recently opened and closed. It also addresses questions and concerns about our MOUs between TRUSD with Highlands and CICA.

If you have any additional questions or concerns, please do not hesitate to contact me at 916-969-7537 or via email at mayra.valdivia@hccts.org.

Thank you,

Mayra Valdivia
Acting Executive Director
Highlands Community Charter and Technical Schools

Peacekeeper Way

As per the new MOU between TRUSD and Highlands, on June 4, 2024, Natasha Lutsik contacted Shari Warta to notify TRUSD regarding opening a new site. Shari Warta emailed on June 5, 2024, and requested that Highlands notify TRUSD of the potential new site (located at 3237 Peacekeeper Way) in writing via email. Please see the email correspondence below:

From: "Sharilyn.Warta" <Sharilyn.Warta@trusd.net>
Date: June 5, 2024 at 13:45:35 PDT
To: Mayra Valdivia <mayra.valdivia@hccts.org>
Cc: Natasha Lutsik <natasha.lutsik@hccts.org>, "Ryan.DiGiulio" <Ryan.DiGiulio@trusd.net>
Subject: Follow-Up to Phone Conversation

Good Afternoon,

I hope you are doing well and able to stay cool in this hot weather. This email is a follow-up to a conversation I had with Natasha yesterday afternoon. During the phone conversation Natasha informed me that HCCTS will be closing the current "McClellan facility" and securing a new building on the same street. We appreciate this prior notice. I had requested the notification in writing via email, but I figured I'd follow up since we do understand that this is an extremely busy season.

Please email the details of the facility closing and the new building address. Also, please note that new facilities do require a Material Revision. A new address, even with a close location to current facilities does constitute a new facility. We are happy to work with you to identify feasible timelines and construct a plan for the Material Revision.

Natasha also mentioned that there are plans to close other facilities. Please include those details in the email as well.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652

From: Mayra Valdivia <mayra.valdivia@hccts.org>
Date: June 5, 2024 at 19:39:14 PDT
To: "Sharilyn.Warta" <Sharilyn.Warta@trusd.net>
Cc: Natasha Lutsik <natasha.lutsik@hccts.org>, "Ryan.DiGiulio" <Ryan.DiGiulio@trusd.net>
Subject: Re: Follow-Up to Phone Conversation

Hi Shari,

Thank you so much for following up. Please see below for details:

- Our leases for **3144 Palm Street, Building 826, McClellan Park, CA 95652** and **5411 Luce Avenue, Unit 242, McClellan Park, CA 95652** expire on June 30, 2024 and there is no option for extension. After careful consideration and an extensive search, we have found a suitable new location nearby at **3237 Peacekeeper Way, McClellan Park, CA 95652** to relocate our classrooms.

The purpose of the phone call from Highlands to TRUSD on June 4, 2024 and email on June 5, 2024 was to ensure clear communication in accordance with

our updated MOU and ensure the appropriate steps were taken. At that time we hoped to receive any feedback necessary from TRUSD to properly address any additional steps needed to comply with the MOU.

Site Discrepancies

According to the TRUSD Notice of Concern dated June 13, 2024, TRUSD discovered multiple discrepancies between the current HCCS MOU Amendment No. 3 site list and the HCCTS site and resource centers listed on the HCCTS June 6, 2024 Board agenda (see enclosed). Listing resource centers on the Board agenda is so the public can join a live Zoom session to participate in our public board meetings. Each of our school sites and resource centers is also technically a teleconference location as provided by the following language in Education Code 47604.1(c)(3) and (4):

(3) (A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall meet within the physical boundaries of the county in which that charter school or schools are located.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(4) (A) For a governing body of an entity that manages two or more charter schools that are not located in the same county, the governing body of the entity managing the charter schools shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by that entity reside.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(C) The governing body of the entity managing the charter schools shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.

The HCCTS School Sites and Resource Centers listed from the HCCTS Board agenda did not include the following sites:

Site #	Name & Address
1	American River (Administrative) 3600 American River Drive, #280, Sacramento, CA 95864
2	Arden (Warehouse) 901 Arden Way, Sacramento, CA 95815
3	Marysville 2 (Baseball Field) - CTE Not yet open to students 5961 Franklin Blvd, Sacramento, CA 95901
4	Rosemont (Saint John's Women's Shelter) 8401 Jackson Road, Sacramento, CA 94806
5	South Lake Tahoe - Not yet open to students 1041 Lyons Avenue, South Lake Tahoe, CA 96150

The five sites listed above are *not* included in the board packet as resource centers because these sites are *not* open or currently not open to the public. The above locations are as follows:

1. Administrative offices for Highlands employees only
2. Warehouse space for Highlands employees only
3. A baseball field for a CTE program for Field Maintenance opening in 24-25
4. St. John's is a women's shelter that provides refuge for our students who are victims of domestic violence
5. This location has not yet opened (as indicated in the site tracker)

According to the notice of concern sent to Highlands Community Charter School on June 13, 2024, Hillsdale and Howe Avenue locations were not established within the parameters of our MOU. According to our records, these sites were included in the Highlands site Tracker provided to TRUSD on December 29, 2023. Please see the table below, which has been captured from the Highlands Site Tracking document. Both Hillsdale and Howe added an additional room or suite at well-established sites within Highlands, which does not constitute a material revision to the charter.

Agency	Charter School	Site	Grades	Physical Address	Site Contact Person	Site Contact #	Hours of Operation
HCCTS	HCCS	Hillsdale	9, 10, 12	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	Iryna Yanytska	916-908-9997	8:30 AM - 3:43 PM 8:30 AM - 2:05 PM (Thurs.)
HCCTS	HCCS CICA	Hillsdale	9, 10, 12	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	Bri Larson	916-365-3258	8:30 AM - 4:30 PM
HCCTS	HCCS	Howe Avenue	n/a	1111 Howe Avenue, #115, Sacramento, CA 95825	Katie Rotaru	916-599-3973	8:00 AM - 4:30 PM
HCCTS	HCCS	Howe Avenue	9, 10, 12	1111 Howe Avenue, #655, Sacramento, CA 95825	Khrystsina Talstyka	916-598-3694	8:30 AM-3:43 PM 3:00 PM- 8:00 PM
HCCTS	CICA	Howe Avenue	n/a	1111 Howe Avenue, #630, Sacramento, CA 95825	Bri Larson	916-365-3258	8:30 AM - 4:30 PM

You will also find the TRUSD board minutes and an attachment showing the TRUSD board approval for both Hillsdale and Howe Avenue locations attached.

2024-2025 School Year

Highlands Community Charter School will continue to comply with the MOU and provide TRUSD with a 30-day written notice regarding potential new sites and site closures, explaining why the site is closing and where the students will be redirected.

Regular and Virtual School Board Meeting
01/23/2024 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

SCAN ME

Scan the above QR code with your phone to view this meeting agenda on your phone.

Virtual/Livestream Participation:

Our school board meetings will be livestreamed on the Twin Rivers YouTube channel the day of the board meeting. The video will be launched live five minutes prior to the meeting. The public will be able to provide live comments in a virtual format. Please see Instructions for Leaving Public Comment for directions to pre-register to make a live stream comment. Comments must be submitted by 4:30 P.M. Your comments will be considered at the appropriate time on the agenda.

In-Person Participation:

Members of the public may attend in-person and provide public comment by submitting a green public comment card by 6:30 P.M.

Please Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 566-1745 at least 24 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

The board meeting agenda and supporting documents are available for review on the Twin Rivers Unified School District GAMUT Meetings website. An audio recording of board meetings may be made. Noted on the agenda are approximate times. The Board may adjust the time or sequence of agenda items during the meeting. Regular board meetings shall be adjourned by 10:30 P.M. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date (Board Bylaw 9323). Presentations will not be accepted from members of the public at board meetings without prior approval by the Superintendent or Board of Trustees.

Interpreter Services are available in Spanish and Hmong at Board meetings upon request.

Attendees

Voting Members
Michelle Rivas, Board President
Michael Baker, Vice President
Christine Jefferson, Clerk
Stacey Bastian, Board Member
Basim Elkarra, Board Member

Linda Fowler J.D., Board Member
Rebecca Sandoval, Board Member

Administration Present: Steve Martinez, Ed.D., Superintendent; Gina Carreon, J.D., Chief Business Official; Ryan DiGiulio, Chief Business Official; Lori Grace, Ed.D., Associate Superintendent, School Leadership

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A. 5:30 P.M. CALL TO ORDER by the President

President Michelle Rivas called the regular and virtual meeting to order at 5:30 p.m., in the Board Room/Zoom.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Board Clerk Christine Jefferson announced closed session items listed on the agenda as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] Multiple Cases – Possible Action

a. APPROVE Resolution No. 1297 - Resolution of Intent to Dismiss and Immediate Unpaid Suspension

b. APPROVE Resolution No. 1298 - Resolution of Intent to Dismiss and Immediate Unpaid Suspension

3. Conference with Legal Counsel – Anticipated Litigation – Initiation of litigation pursuant to Gov. Code section 54956.9(d)(2): two cases

4. Conference with Real Property Negotiators APN# 201-0320-018 and 019 (Government Code Section 54956.8)

5. Student Expulsion Case #A16-24, #A17-24, #A18-24, #A19-24, #A20-24, #A21-24, #A22-24, #A23-24; Student Expulsion Readmission Cases #A26-22, #A31-23, #A56-23, #A65-23, #A66-23. (Education Code Sections 35146 & 48918).

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

President Rivas provided an opportunity for speakers to address the Board under this agenda item prior to the Closed Session, and Trustee Jefferson announced that no public comments were submitted to address the Board.

D. CLOSED SESSION

President Rivas recessed the open session at 5:30 p.m., at which time the Board convened in the Closed Session.

E. 6:30 P.M. RECONVENE

President Rivas reconvened the Open Session at 6:36 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Laura Orozco, Spanish Interpreter; Annie Tch-Thao, Hmong Interpreter.

2. Report Action Taken During Closed Session

Trustee Christine Jefferson reported on the following actions under Closed Session B.2.a and B.2.b:

Action 1 - B.2.a.: Tonight in Closed Session the Board approved Resolution 1297 Intent to Dismiss and Immediate Unpaid Suspension. The vote in this matter was as follows: Ayes - 7, Noes - 0, Absent - 0, Abstain - 0.

Action 2 - B.2.b.: Tonight in Closed Session the Board approved Resolution 1298 Intent to Dismiss and Immediate Unpaid Suspension. The vote in this matter was as follows: Ayes - 6, Noes - 0, Absent - 0, Abstain - 1.

3. Board Action by Separate Vote – Student Expulsion Cases #A16-24, #A17-24, #A18-24, #A19-24, #A20-24, #A21-24, #A22-24, #A23-24; Student Expulsion Readmission Cases #A26-22, #A31-23, #A56-23, #A65-23, #A66-23.

A motion was made to approve Student Expulsion Case #A16-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Abstain
Rebecca Sandoval - Yes

Motion passed my majority vote: 6 - Yes, 0 - No, 1 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A17-24

Motion made by: Michael Baker
Motion seconded by: Michelle Rivas
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A18-24

Motion made by: Michael Baker

Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A19-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A20-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A21-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A22-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A23-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A26-22

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A31-23

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes

Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A56-23

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A65-23

Motion made by: Michael Baker
Motion seconded by: Basim Elkarra
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A66-23

Motion made by: Basim Elkarra
Motion seconded by: Michael Baker
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

4. Pledge of Allegiance Led by Trustee Michael Baker

Vice President Michael Baker led the Pledge of Allegiance

F. REPORTS

1. Student Board Members

Leah Nelson provided updates regarding Grant Union High School. She reported on the various celebrations that took place before the winter recess. Firstly, the school's Hmong Club hosted a celebration of Hmong New Year which included performances and cultural dances. During the Week of Thanks, students presented Thank You-Grams to teachers and other school staff. The Si Se Puede Club hosted the Posada Celebration. Miss Nelson shared that she enjoyed all the celebrations and the new experiences they brought. In addition to these celebrations, students at Grant also celebrated Winter Spirit Week, which Miss Nelson also enjoyed. In January, Grant hosted the MLK celebration, which began with a march in honor of Dr. Martin Luther King Jr. where the Del Paso Heights community and other community members participated. Miss Nelson mentioned that Grant is preparing for middle school student visits, during which they will showcase the Pacer core values, school spirit, and the campus overall. She also announced the upcoming Valentine's-Grams for February to show appreciation to staff and other students. In terms of upcoming events, Miss Nelson mentioned the basketball celebrations that will take place as the playoff season begins. Grant will also host an assembly to recognize student achievement during the first semester. Miss Nelson also mentioned the financial literacy project she has been a part of and announced that Golden Once Credit Union will be presenting a check to the ASB team to help promote attendance, academic success, and student activities on campus. She extended an invitation to the Board and Superintendent to attend the presentation.

2. Board President

No report.

3. Superintendent

Superintendent Dr. Steve Martinez thanked Miss Nelson for her excellent report and welcomed everyone to the meeting. He shared that over the past weekend, Kindergarten Roundups had been conducted at three schools to help parents of incoming kindergartners with enrollment and provide information regarding the TK and Kindergarten programs and that similar events will continue throughout the spring. Dr. Martinez also expressed his gratitude to the Twin Rivers Police Department for their support during the MLK parade that started at Grant HS and announced that the MLK Committee presented a plaque to Twin Rivers USD for the work being done in the Del Paso Heights community. Trustee Jefferson accepted the award during the MLK celebration in January. The committee recognized the District for the work being done in the community at schools and with students during school and beyond the school day, including co-curricular activities such as sports, arts, and other activities. Dr. Martinez announced that the graduation rate for Twin Rivers was officially at 91.4% and stated that Grant HS's graduation rate was above 90%, he congratulated everyone for their great work. Dr. Martinez highlighted the Dual Enrollment program and the two students from Grant HS who graduated with both a high school diploma and an AA degree last school year. He mentioned the District's goal of having at least 100 students graduate with an AA degree on top of their high school diploma in three years. He shared that over 300 students are currently enrolled in the Dual Enrollment program, which will commence in the springtime, and thanked the counseling team and School Leadership for leading the efforts in enrolling students in the program.

G. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

A motion was made to approve the Personnel Recommendations

Motion made by: Michael Baker

Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

H. RECOGNITION

1. PRESENT AND ADOPT Resolution No. 1293 National African American History Month - February 2024

A motion was made to approve Resolution No, 1293 National African American History Month - February 2024.

Motion made by: Christine Jefferson
Motion seconded by: Basim Elkarra
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Trustee Christine Jefferson read Resolution No. 1293 National African American History Month - February 2024.

2. PRESENT AND ADOPT Resolution No. 1294 National School Counseling Week - February 5-9, 2024

A motion was made to approve Resolution No. 1294 National School Counseling Week - February 5-9, 2024

Motion made by: Rebecca Sandoval
Motion seconded by: Linda Fowler J.D.
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Trustee Rebecca Sandoval read Resolution No. 1294 National School Counseling Week - February 5-

9, 2024.

I. CONSENT AGENDA

A motion was made to approve the consent agenda except for items; I.4, I.12, I.24, I.25 and I.26 to be voted separately.

Trustee Fowler and President Rivas requested to pull items I.4, I.12, I.24, I.25 and I.26 to be voted separately and provided the following statement "I am employed by the Highlands Community Charter and Technical Schools as a Site Administrator at Highlands Community Charter School. Since the Board will be considering approval of an action that would impact the Charter School, I am recusing myself from all participation on the items, as I alwasy do, including any discussion, deliberation, and vote regarding the items. This disclosure and my abstention will be recorded in the minutes of this meeting. "

Motion made by: Michael Baker
Motion seconded by: Basim Elkarra
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Recuse
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - yes, 0- No, 0 - Abstain, 1 - Absent

A motion was made to approve the following items together: I.12, I.24, I.25 and I.26

Motion made by: Michael Baker
Motion seconded by: Michelle Rivas
Voting:
Michelle Rivas: Yes
Michael Baker: Yes
Christine Jefferson: Yes
Stacey Bastian: Yes
Basim Elkarra: Yes
Linda Fowler: Recuse
Rebecca Sandoval: Yes

Motion passed by majority vote: 6- Yes, 0 - No, 0 - Abstain, 1 - Absent

1. APPROVE December 12, 2023, Regular and Virtual School Board Meeting Minutes

2. APPROVE December 12, 2023, Special and Virtual School Board Meeting Minutes

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Administrative Contracts $35,000 and Above

A motion was made to approve the Routine Administrative Contracts $35,000 and Above

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Recuse
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

5. APPROVE Routine Construction Contracts $35,000 and Above

6. RATIFY Payment of Salaries and Bills for December 2023

7. APPROVE Out-of-State Travel and Overnight School Sponsored Trips

8. AWARD Contract for Hazardous Waste Disposal & Consulting Services

9. AWARD Contract for the Hagginwood Elementary School Fire Alarm Replacement Project

10. AWARD Contract for the Smythe 7/8 School Clock/Bell/PA Project

11. ADOPT Resolution No. 1289 Authorizing the Purchase of Cafeteria Furniture Solutions

12. APPROVE 2024-2025 Staffing Handbook

Trustee Fowler requested clarification regarding the funding of specific allocations stated in the Staffing Handbook, such as library services and intervention services.

Gina Carreon stated that elementary library media services are provided for schools with an enrollment of 0-500 for 1-3 hours per day.

Dr. Lori Grace stated that the district funds Intervention and MTSS Specialists. A higher intervention ratio is observed at the elementary level.

Trustee Elkarra inquired about intervention allocations, specifically Academic Intervention Specialists. He expressed hope that the specialists would be funded to help schools use their site funds for academic support.

Dr. Grace clarified that Academic Intervention Specialists are funded through Title 1 and site Title 1, rather than the site's general funds.

Trustee Sandoval has requested a separate discussion specifically focused on student interventions.

President Rivas expressed that student interventions would be brought up for a vote to have it as an agenda item.

Trustee Baker expressed that he would approve the handbook but that in the future, he would like to see more funding allocations for elementary school libraries. He suggested that such allocations

would enable the libraries to provide services beyond regular school hours, such as before and after school and during lunchtime.

Dario Gonzalez, Academic Intervention Specialist, spoke about the Staffing Handbook. He praised the incredible programs, interventions, and overall work being done at our school sites to educate and support students. Mr. Gonzalez emphasized that students can benefit from the services proposed in the Staffing Handbook only when they are present at school. He also pointed out that the district does not provide funding for positions whose primary role is to address truancy and chronic absenteeism. Additionally, Mr. Gonzalez specifically addressed Las Palmas and the staffing allocation in the handbook.

13. APPROVE Student Calendars for the 2024-2025, 2025-2026 and 2026-2027 School Years

14. RATIFY Purchase Order Board Report

15. AWARD Contract for the Smythe Academy P-6 Kitchen Remodel Project

16. AWARD Contract for the Hazel Strauch Elementary School Clock/Bell/PA Project

17. AWARD Contract for the Westside Elementary School Kitchen Remodel Project

18. AWARD Contract for the Woodlake Elementary School Clock/Bell/PA Project

19. APPROVE Revised Educator Effectiveness Block Grant

20. ADOPT Resolution 1290 Authorizing the Purchase of Classroom Furniture Under Piggybackable Los Rios Community College District Agreement

21. ADOPT Resolution No. 1291 Authorize the Substitution of Vendors and the Purchase of Vehicles via Department of General Services Contract

22. ADOPT Resolution No. 1292 Authorize the Purchase of Office Furniture via California Multiple Award Schedules (CMAS) Agreement

23. ADOPT Resolution No. 1285 Authorizing the Procurement of Pre-Fabricated Buildings via California Multiple Award Schedules Contract for the Universal Transitional Kindergarten Program at Madison Elementary

24. APPROVE California Innovative Career Academy Facilities Use Agreement

25. ADOPT Amendment No. 3 to the California Innovative Career Academy Memorandum of Understanding

26. ADOPT Amendment No. 3 to the Highlands Community Charter School Memorandum of Understanding

Maria Elena, representative of Padres Organized Community, expressed concern of the Padres Organized Community in regard to the extension of the Highlands Community Charter Schools MOU. She also voiced her concerns for the community.

27. ADOPT Resolution No. 1295 Authorizing the Procurement of Replacement Turf via California Multiple Award Schedule Contract for the Rio Linda High School and Highlands High School Baseball-Softball Complexes

28. APPROVE Auction/Disposal/Donation of Surplus Personal Property

29. APPROVE Purchase and Sale Agreement with Sacramento Area Flood Control Agency

30. ADOPT Resolution No. 1299 Declaring Its Intention to Convey an Easement to Sacramento Area Flood Control Agency

31. APPROVE Twin Rivers 2024-2025 High School Course Catalog

Maria Elena, representative of Padres Organized Community, acknowledged the district's efforts to improve the curriculum. However, she expressed concern for students who are monolingual or learning English as a second language. She noted that the California Dashboard lacks information on English Language Learners. Elena emphasized the need for students to have adequate tools to succeed and advance to higher learning.

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

Rebecca LeDoux, TRUE President, cited the legacy of Dr. Martin Luther King, Jr. regarding education and expressed her hopefulness that educators across the District are advocating for educational justice. She expressed her concerns regarding the recent report about a local charter school and the allegations made during the report. She invited the public to visit information at Facebook.com TRUE Association.

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

Jacob Walker, community member, announced that he was one of the founders of the Highlands Community Charters. He expressed gratitude to the Board and Superintendent for their support during the formation of the charter and specifically thanked the late Bob Bastian for his support of the technical school and expressed that he was glad to see Trustee Stacey Bastian on the Board. However, Mr. Walker alleged that there were violations that occurred after the charter's establishment. He stated that he would be submitting evidence to support his allegations and hoped that the Board would take notice.

Brittoni Ward, TRUE member, expressed her concerns about a recent report on a local charter school, and she spoke about concerns that district educators and the community have voiced to her that we need to prioritize the student's needs.

Jeff Yazel, teacher at Hagginwood Elementary, shared his experience of working in the District. He expressed his concerns about the process for addressing concerns. Additionally, Mr. Yazel shared concerns regarding training.

Maria Elena, representative of Padres Organized Community, mentioned that she is a former member of the District’s Parent Advisory Committee for Native students. She expressed her desire to see Native students complete the A-G requirements, which will prepare them for a four-year university. She stated that even though she doesn't have any students in the District, members of the Padres Organized

Community have shared their concerns with her regarding their students' education. She also voiced her concerns about the report on the local charter school.

Daniel Perez, teacher at Highlands Community Charter Schools, spoke regarding the rate of graduation for his students. He mentioned that he is a lead member of several charter committees and has initiated several new sites for the charter but had concerns regarding the recent report about the charter and the allegations made in the report, and expressed his observations for the need for oversight.

Amanda Aguirre, former Highlands Community Charter Schools (HCCS) teacher, described her assignment at the charter as a teacher and mentor. She described her observation regarding the HCCS administration pertaining to reports submitted regarding attendance and expressed her thoughts on the need for oversight of the charter.

Araceli Perez, community stakeholder, who advocated for the approval of Highlands Community Charter Schools said she did this to support efforts for alternative funding for adult education. Ms. Perez also discussed the funding practices alleged to be followed by the charter and the hiring practices for teachers.

Tara Jacobs, community member, spoke of the allegations made in a recent report about a local charter; she spoke of oversight and concerns of student site council violations.

Anna Aguilar, TRUE member, expressed her concerns about the alleged findings of the recent report on a local charter. She described allegations made in the report and her accounts on charter practices also described in the report.

L. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING and ADOPTION of Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal of a Portion of the Surplus Disposition Process for the Village 13 Property

President Rivas called the Public Hearing at 7:38 p.m. for comments regarding Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal oa a Portion of the Surplus Disposition Process for the Village 13 Property.

There were no comments.

President Rivas closed the Public Hearing at 7:38 p.m.

A motion was made to adopt Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal of a Portion of the Surplus Disposition Process for the Village 13 Property.

Motion made by: Michael Baker
Motion seconded by: Linda Fowler J.D.
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

M. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT and ACCEPT the 2022-23 Independent Financial Audit Report

Kate Ingersoll, Executive Director of Fiscal Services, introduced Aspen Cloud Hall, CPA, Senior Manager at Gilbert Associates, Inc. Ms. Hall provided a review of the Twin Rivers Unified School District 2022-2023 Independent Financial Audit Report. There are no internal control or Federal compliance findings. There is one State compliance finding, but there is no financial impact to the District. Ms. Hall commended the Fiscal Services team for the assistance and support provided to the auditors during the internal audit.

A motion was made to accept the 2022-23 Independent Financial Audit Report

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Abstain
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 1 - Abstain, 0 - Absent

Ms. Hall thanked Kate and the team for their hard work and support throughout the years. She expressed that the district should be proud of Kate and the team's dedication to serving students.

President Rivas thanked Ms. Hall for her kind words and expressed her recognition for the exceptional team the district has. She also acknowledged the yearly recognition received as a result of financial stability and transparency in the budget process. Finally, she thanked Ms. Hall for her auditing services.

2. PRESENT Budget Update on 2024-25 Governor's Budget Proposal

Ryan DiGiulio, Chief Business Official, and Kate Ingersoll, Executive Director of Fiscal Services, provided an update and presentation on the District's current budget and planning for the 2024-2025 budget process. The presentation included reports regarding the Governor's 2024-2025 Budget Proposal–January 2024; the impact to Twin Rivers USD's budget; the next steps and key takeaways; reference for developing the budget; reference for planning, goal setting, and financial policies; reference for understanding California school finance; multiyear projections (MYPs); and reference for monitoring the district's budget. It was reported that the next steps in budget development for 2024-2025 include the completion of staffing meetings with sites and departments, updating the multiyear projections (2023-24 Second Interim Report) to include the key items from The Governor's January Budget Proposal; obtaining sites' and departments' detailed budgets; incorporation of the LCAP; updates from the Governor's May Revise Budget; and the 2024-25 TRUSD Adopted Budget in June.

N. BOARD/SUPERINTENDENT COMMUNICATION

Vice President Baker requested an update on the Citizens Board Oversight Committee's work thus far.

Superintendent Martinez expressed that the District will provide an update with the Board Communication, and Mr. DiGiulio added that the annual report will be presented to the Board during the April Board meeting.

Trustee Rebecca Sandoval has requested that recommendations for approval by the Board for management positions be placed on the agenda as a separate item, in addition to the Board review of management applications with recommendation materials. She also requested a report regarding student discipline.

O. BOARD COMMENTS

Trustee Rebecca Sandoval provided an update on the construction of Joshua House, which is a hospice located near Garden Valley Elementary. She has been actively advocating for the community and the district by requesting updates during City Hall meetings and voicing her concerns about safety measures despite facing opposition. Trustee Sandoval expressed her satisfaction that Dr. Martinez is sending another letter to the City Council to request updates and provide safety plans for students, staff, and the neighborhood.

Trustee Stacey Bastian congratulated the Rio Linda High School wrestling team and expressed that it is great to see our students participating in sports. She also expressed her enjoyment in visiting schools and thanked the teachers, staff, and administrators for their amazing work.

Vice President Baker mentioned that he had the honor of graduating from Foothill High School back in 1997. He also mentioned being the first to jump in the newly-built pool. He expressed his appreciation for everyone's hard work in making the Aquatic Center at Foothill High School a beautiful place. As a parent of a graduating senior and an incoming freshman, he conveyed his gratitude towards the efforts put into it. Moreover, he stated that the neighborhood is thrilled about the upcoming baseball/softball field and eagerly awaits its completion.

Trustee Christine Jefferson expressed her gratitude towards Leah Nelson, a Student Board member representing Grant High School, for her report on Grant and for inviting her to the Golden One presentation. Ms. Jefferson also expressed her pride for Ms. Nelson's accomplishments and commended her for being an "A" student. Furthermore, she thanked the District for the newly opened TK building at Castori, which will serve a lot of students and is an additional bright light in the community. Trustee Jefferson congratulated the cheerleading team for winning a championship and mentioned the award she accepted on behalf of Twin Rivers for all the work the District has accomplished in the community. Finally, she expressed her gratitude towards Grant High School and the Dr. Martin Luther King Committee for the honor.

Trustee Linda Fowler mentioned Dr. Martinez's announcement of a 91.4% graduation rate and expressed her belief that the district should aim for 100%. She congratulated the teachers and administrators for enrolling 304 freshmen in the Dual Enrollment program with American River College, who will contribute to achieving this goal and also have the opportunity to earn college credits. She emphasized that this achievement is something to be proud of, especially for the staff, who are the backbone of providing such opportunities for the students, and stated that the District is on its way to 100%.

President Michelle Rivas commended everyone for the impressive graduation rate achieved. She expressed her appreciation for the collective effort and hard work that led to this success. Furthermore,

she thanked the parents for their unwavering support and acknowledged the Board for their significant contribution. She also highlighted that although the Board may not always agree on everything, their diverse perspectives have a positive impact. President Rivas also expressed her pride in the Board and their accomplishments, professionalism, and for always keeping their focus on the students they were elected to represent.

P. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

A second session was not needed.

Q. CLOSED SESSION

A second session was not needed.

R. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

A second session was not needed.

2. Announcement of Next Meeting

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Tuesday, February 27, 2024, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 6:30 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

S. ADJOURN

There being no other business, President Michelle Rivas adjourned the meeting at 8:29 p.m.

T. January 23, 2024, MULTILINGUAL AGENDA

Note: Agendas for the January 23, 2024, regular and virtual school board meeting were posted and made available in English and Spanish to the public.

Clerk of the Board

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(California Innovative Career Academy Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the California Innovative Career Academy (hereinafter "CICA"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and CICA collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2019 for a term running through June 30, 2024;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

1. The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation.

2. Facilities.

a. *Facilities Locations.* In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.
If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety.* Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation.* The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03. Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter.

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

EXHIBIT "A"

CICA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 16th day of January, 2020, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the California Innovative Career Academy ("CICA"), a California public charter school (hereinafter Corporation and CICA collectively referred to as "the Charter School").

WHEREAS, the District' s Board of Trustees ("Board") granted the Corporation a Charter to operate CICA at a public meeting on June 25, 2019, for a term of five (5) school years commencing on July 1, 2019 and ending on June 30, 2024, pursuant to Resolution No. 777 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding CICA's funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

WHEREAS, the Charter School and District further desire to address any remaining uncorrected language in the Charter, as conditionally approved and required to be corrected by Resolution No. 777, as referenced in Paragraph 3 below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2019 and end on June 30, 2024, as specified in Paragraph 2, below. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2020, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School and Non-Material Revisions to Charter. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The

Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "California Innovative Career Academy." The Charter School and District further agree that upon execution of this MOU, the uncorrected language in the Charter as listed in "Exhibit C," attached hereto and incorporated herein by reference, is deemed corrected as stated therein as a non-material revision to the Charter.

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease , or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its Bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.).*

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall

mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2019-20 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall conduct or procure all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees prior to employment. The Charter School shall comply with the applicable State and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School in accordance with Education Code sections 35021 *et seq.* and 45125.1. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by the law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School' s operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter. The District will be named an additional insured on the general liability insurance of the Charter School.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed five percent (5%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the " California Innovative Career Academy" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the " California Innovative Career Academy," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed upon by the parties.

16. Payment Schedule. The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the

Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Report, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

a. On or before July 1 of each year, a preliminary budget.

b. On or before July 1 of each year, an annual update (LCAP) required pursuant to Education Code Section 47606.5.

c. On or before December 15 of each year, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.

d. On or before March 15 of each year, a second interim financial report for the current fiscal year reflecting changes through January 31.

e. On or before September 15 of each year, a final unaudited report for the full prior year. The report submitted to the Charter School shall include an

annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU. The Charter School shall utilize the services of an auditor who will have, at a minimum, a CPA and experience with school and educational institution accounting requirements and practices, and shall be approved by the State Controller on its published list as an educational audit provider.

For reports (a), (c), (d), and (e), above, the Charter School shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

The Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District, in accordance with Education Code section 47604.3. The Charter School agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2019, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive funding. The Charter School will provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School will provide all data and reports required by the District in hard copy and electronic data files. The Charter School will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California

Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School will provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop and maintain a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement which will be simultaneously submitted to the District Superintendent or designee and the Charter School's Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between the District and the

Charter School. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed above.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs, and the Entity shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Charter School's Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets.

Notwithstanding any rule, regulation, Charter provision, Corporation Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, and all ADA apportionments and other revenues generated by students attending the Charter School, after payment of all debts and liabilities and refunds to applicable agencies, shall revert to the Charter School. Any assets acquired from the District or District property will be promptly returned upon the Charter School's closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or State and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

28. Termination for Cause. The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of

intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the Charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the Charter, this MOU shall be deemed null and void.

29. Annual Review and Notice To District Of Change In Status. The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties shall act reasonably and in good faith in both the review and the response to the review.

The Charter School shall provide the District no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of the Charter School, and which falls within the District's oversight responsibilities.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

30. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

31. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

32. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

33. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

34. Invalidity of Provisions of This MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

35. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220, including, but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in

section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics in the operation of the Charter School.

36. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

37. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

38. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

39. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or on the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, CA 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

005858.0006625
109020.1

By: _____
Bill McGuire
Deputy Superintendent, Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ernie Daniels
Corporate President, Board of Directors

005858.0006625
109020.1

EXHIBIT "B"

CICA FACILITIES SITE LIST

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	**American River**	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	**Arden**	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	**Capitol Mall**	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	**Capitol Mall**	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	**Capitol Mall**	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	**El Camino**	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	**Fair Oaks 2**	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	**Howe Avenue**	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	**Howe Avenue**	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	**Raley Blvd**	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	**San Diego**	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(Highlands Community Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the Highlands Community Charter School (hereinafter "HCCS"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and HCCS collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2014 for a term running through June 30, 2019;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

1. The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation.

2. Facilities.

a. *Facilities Locations*. In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.

If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety*. Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation*. The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.

   Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

EXHIBIT "A"

HCCS MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 17st day of June, 2014, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS collectively referred to as "the Charter School").

WHEREAS, the District's Board of Trustees ("Board") granted the Corporation a Charter to operate HCCS at a public meeting on March 4, 2014, for a term of five (5) school years commencing on July 1, 2014 and ending on June 30, 2019, pursuant to Resolution No. 444 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding HCCS' funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2014 and end on June 30, 2015. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2015, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "Highlands Community Charter School."

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with

federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.*).

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2014-15 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall be solely responsible for the direct cost of the limited administrative services provided by the District to the Charter School. The Charter School shall contract with a qualified third-party vendor for all other administrative services.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all its subcontractors and vendors whose duties require contact with Charter School students to submit fingerprints in accordance with Education Code section 45125.1. The Charter School shall require all parent volunteers, who will supervise children outside of the presence of a credentialed employee, to undergo fingerprinting/background checks pursuant to Education Code sections 35021 *et seq.* The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School's operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%)

of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a) through (e), only. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633 and the categorical block grant calculated pursuant to Education Code section 47634, and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its programs. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, or any other private source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the "Highlands Community Charter School," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever.

16. Payment Schedule. The Charter School shall pay the administrative services fees (¶ 8), supervisorial oversight fees (¶ 14), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Reports, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

A. On or before July 1 of each year, a preliminary budget.

B. On or before December 15, an interim financial report that reflects changes through October 31.

C. On or before March 15, a second interim financial report that reflects changes through January 31.

D. On or before September 15, a final unaudited report for the full prior year.

E. The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU.

F. The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices.

For the reports listed under Section 23 A through C above, the Charter School shall also provide with each financial report supporting and/or back up information including but not limited to: MYP for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of

H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2014, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive the funding specified in this MOU. The Charter School shall provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School shall provide all data and reports required by the District in hard copy and electronic data files. The Charter School shall submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School shall provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent or designee, and the Charter School's Executive Director. The Executive Director and the Superintendent or designee, shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs and the Entity

31. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

32. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

33. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

34. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

35. Invalidity of Provisions of this MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

36. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220 including but not limited to race, color, religion, gender, ancestry, physical and/or mental disability, marital status or national origin, nationality or ethnicity, sexual orientation, perceived sexual orientation, and/or association with individuals with one or more of the above characteristics in the operation of the Charter School.

37. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

38. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

39. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

40. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on

the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue, #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____
Bill McGuire,
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ward Allen,
Vice-President of the Board of Trustees

EXHIBIT "B"

HCCS FACILITIES SITE LIST

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	American River	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	Capitol Mall	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	Capitol Mall	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	El Camino	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	Fair Oaks 2	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	Howe Avenue	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	Howe Avenue	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

Board of Trustees

Basim Elkarra
President

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Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

August 5, 2024

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern – Facility/Location Changes and MOU Compliance
TRUSD Requests regarding HCCTS' Response Dated June 28, 2024

Dear Mr. McGuire and Board Members:

By correspondence dated June 13, 2024, the Twin Rivers Unified School District (District or TRUSD) sent the above-referenced Notice of Concern to Highlands Community Charter and Technical Schools (HCCTS), identifying several concerns related to the operations of HCCTS, which included advanced notification before closing or opening sites and an discrepancy between the current list of sites as outlined in the MOU Amendment No. 3 for both Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA).

The District specifically requested the following actions be taken:

- Comply with the terms of the MOU Amendment No. 3 (both HCCS and CICA) regarding establishment of operations at any new locations or moving existing locations, including the proposed new location at 3237 Peacekeeper Way.
- Respond to the District's concern regarding the establishment of operations at the Hillsdale and Howe Avenue locations without complying with the terms of the MOU Amendment No. 3.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.twinriversusd.org

The District's communication also outlined a concern regarding discrepancies between the MOU Amendment No. 3 site list and those listed on the HCCTS June 6, 2024, Board agenda. Additionally, the District communicated that an addendum to the current MOU Amendment No. 3 would be drafted to include the following expectations and requested that HCCTS begin notifying the District of any anticipated facility closures in the manner outlined below:

- HCCTS should notify TRUSD when it intends to close a location at the end of a school/fiscal year or otherwise. This should be done sufficiently in advance of the intended closure and before closure action is taken. (The District requests at least 30 calendar days prior notice.)
- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the site to be closed will now be housed/enrolled, and include information about how students will be accommodated at that existing site(s).
- Provide Board agenda/minutes indicating the closure(s) were approved by the HCCTS Board.

By correspondence dated June 28, 2024, HCCTS responded to our above-referenced Notice of Concern with the attached correspondence and information enclosed. Based on our review of the response and information provided, we request the following additional information/explanation be provided:

1. **Compliance with terms of the MOU**

   TRUSD Findings/Information Requests – Action Needed:

   - Although HCCTS' response indicated that the purpose of the communications on June 4, 2024, and June 5, 2024, was to comply with the terms of the current MOU, to date the District has not received a request to establish a new location at 3237 Peacekeeper Way, McClellan Park as required by the MOU Amendment No. 3 for CICA and HCCS.
   - As per the MOU Amendments for both HCCS and CICA, HCCTS needs to provide written request which includes relevant background information including lease agreements, budgetary documentation and a description of the operations to be established at the location.

2. **Hillsdale and Howe Avenue Locations**

   TRUSD Findings/Information Requests – Action Needed:

   - HCCTS indicated that they believe the addition of a suite at an approved location does not constitute a material revision to the charter. While the addition of a suite at a currently approved location may not constitute a material revision, the District reiterates the need for HCCTS to comply with the current MOU Amendment No. 3 and notify TRUSD, in writing of any proposed changes so the District is able to determine whether the proposed changes constitute a material revision. This advanced communication is absolutely necessary for the District to effetely conduct the oversight duties as outlined in the Education Code.

3. **Site List Discrepancies**

   TRUSD Findings:

   - HCCTS' reply sufficiently answers the District's concern regarding the discrepancies on the site lists. No further action on this item is requested at this time.

4. **Advanced Notification Before Site Closures**

   TRUSD Findings

   - HCCTS indicated that they will provide a 30-day written notice regarding "potential new sites and site closures". The District appreciates HCCTS willingness to implement this process which we anticipate memorializing in a further amendment to the HCCS and CICA MOUs. However, the District notes that HCCTS did not provide advanced notification before closing the sites listed below:
     - 2325 E. 12th Street, Oakland, CA 94601
     - 8484 Edes Avenue, Oakland, CA 94621

The District requests that HCCTS respond to the items listed above by no later than 5:00 PM on **September 3, 2024**. Your response should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District

Enclosure: HCCTS Response dated June 28, 2024

cc: Susan Park, Director, California Department of Education, spark@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org

Twin Rivers Unified Board of Trustees:
Basim Elkarra, President, Basim.Elkarra@trusd.net; Stacey Bastian, Vice President, Stacey.Bastian@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Michael Baker, Member, Michael.Baker@trusd.net; Sharon Reichelt, Member, Sharon.Reichelt@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net; Sascha Vogt, Member, Sascha.Vogt@trusd.net

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

TRUSD received this letter on 9/25/24 via email.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 15, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Facility/Location Changes and MOU Compliance

Dear Ryan DiGiulio, Chief Business Official

We have prepared the following response to the notice of concern dated August 5, 2024 regarding facility and location changes and MOU compliance.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Peacekeeper Way
On June 5, 2024 HCCTS emailed TRUSD regarding Peacekeeper Way. Peacekeeper Way was also discussed in two phone calls with subsequent written communication via email. In the email it was expressed that HCCTS' previous leases at 3144 Palm Street, Building 826, McClellan Park, CA 95652 and 5411 Luce Avenue, Unite 242, McClellan Park, CA 95652 were set to expire on June 30, 2024 without the option to renew, therefore a search was undertaken for the purpose of relocating classrooms, and 3237 Peacekeeper Way, McClellan Park, CA 95652 was selected.

Hillsdale
HCCTS first secured a lease agreement with the Hillsdale site on August 2, 2022 Hillsdale has been serving students for the past two years and continues to provide classes to students during the 2023-2024 school year. On August 1, 2023, HCCTS expanded the Hillsdale site to meet the growing need for additional office space to accommodate a dedicated marketing office, the Brain Team, CICA office, and a Student Wellness Center.

Howe Avenue
On June 30, 2017, HCCTS secured a lease agreement with the site located at 1111 Howe Avenue. Since then, our students have been attending classes there for 7 years. In 2019, 2021 and 2024, we added additional suites to expand our offices, as new space was needed for our increased number of employees and departments. *All the new suites were opened at an approved location.*

Below are the office spaces that were added:

Suite	Date	Purpose
#115	8/1/2017	Admin space
#445	04/01/2024	Student Services
#455	04/01/2024	Student Services
#505	04/01/2024	HCCS Academics
#550	04/01/2024	HCCS Classroom
#555	04/01/2024	CTE & EI Principals and

		CTE Project Coordinators
#575	04/01/2024	Student Onboarding and Records Department
#595	04/01/2024	Community Schools
#610	04/01/2024	CICA
#630	08/01/2021	CICA Admin space
#645	04/01/2024	Accountability and Assessment Department
#655	11/1/2019	HCCS Classes

HCCTS agrees to provide written notification to the District 30 days in advance of any proposed facility changes so that the District may evaluate whether any proposed actions may constitute a material revision to the charter.

Oakland Site Closures
On April 1, 2024, HCCTS provided a 30-day notice to Kathy Chao Rothberg regarding the termination of the MOUs for the locations at 2325 E. 12th Street, Oakland, CA 94601, and 8484 Edes Avenue, Oakland, CA 94621. The last effective day of this agreement was Tuesday, April 30, 2024.

HCCTS was unable to supply 30-day advance notice of the closures of the locations at 2325 E. 12th Street, Oakland, CA 94601 and 8484 Edes Avenue, Oakland, CA 94621 to TRUSD. These locations were leased on a monthly basis in partnership with Lao Family to provide services to ELD students. In the process of renegotiating the lease, Lao Family asked for a substantial increase in the lease amount. These locations had historically drawn low attendance. Consequently, it became fiscally irresponsible to continue leasing these locations.

Moving Forward 2024-2025
Highlands Community Charter School will continue to improve in the area of communication as it relates to opening and closing sites in seeking TRUSD approval. Attached you will find MOUs for Hillsdale, Howe, and sites in Oakland.

From: Melissa Roberson
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: Re: Notice of Concern Facilities
Date: Friday, September 27, 2024 2:35:39 PM
Attachments: image001.png
image002.png
image003.png
image004.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Hi Shari,

We are still working to secure a contract. We have a drafted MOU that has not yet been signed. Bill will be reviewing it next week. We have not moved in and we are not operating or serving students at Peacekeeper Way.

Thank you,
Melissa

Melissa Roberson
melissa.roberson@hccts.org
503-360-6872

On Fri, Sep 27, 2024, 11:54 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> I have a clarifying question regarding the site at 3237 Peacekeeper Way. In the response, HCCTS stated that *"...a search was undertaken for the purpose of relocation classrooms, and 3237 Peacekeeper Way, McClellan Park, CA 95652 was selected.*"
>
> Does this mean HCCTS has secured the location and is currently operating there?
>
> Thank you.
>
> *Shari Warta*

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Wednesday, September 25, 2024 4:05 PM
To: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: Notice of Concern Facilities

Hello Shari and Ryan,

Attached you will find our response to the notice of concern regarding facilities at Peacekeeper, Hillsdale, Howe, and Oakland.

Thank you,

Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

From: Melissa Roberson
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: Re: Notice of Concern Facilities
Date: Monday, September 30, 2024 6:45:49 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Hi Shari,

Of course. I will follow up with you soon.

Best wishes,
Melissa

Melissa Roberson
melissa.roberson@hccts.org
503-360-6872

On Mon, Sep 30, 2024, 9:00 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> I hope you had a nice weekend and were able to get some rest. The Districts wants to be sure that HCCTS understands the addition at the 3237 Peacekeeper Way will require a Material Revision. This is outlined in Ed. Code, the current MOU and previous communications from the District to HCCTS.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



From: Sharilyn.Warta
Sent: Friday, September 27, 2024 2:37 PM
To: Melissa Roberson <melissa.roberson@hccts.org>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: Notice of Concern Facilities

Thank you for clarifying.

Shari Warta

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



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Sent: Friday, September 27, 2024 2:35 PM

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Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

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To: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
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Thank you,

Melissa



Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary;
Sonja Cameron, Corporate Treasurer; Rickey Jones,
Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 820 0260 9095

DATE & TIME: **Thursday, October 3, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
   Request the Board to approve contracts over $100,000. The Executive

Director recommends approval.

2. 2024-25 HCCTS Employee Handbook
Request the Board to approve the 2024-25 Employee Handbook. The Executive Director recommends approval.

3. 2024-25 HCCTS Locations Approval
Request the Board to approve the 2024-25 HCCTS Locations. The Executive Director recommends approval.

Supporting documentation was added on October 1, 2024.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

Supporting documentation will be added before the board meeting.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting Minutes - September 19, 2024

Board Retreat Minutes - August 24, 2024 - Added on October 1, 2024.

2. Adoption of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief Business Official

Alumni External Relations Specialist - Added on October 1, 2024

3. Approval of 2024-25 Leases
Approve the leases for FY 2024-25 over the amount of $250,000.

3237 Peacekeeper Way, McClellan, California 95652

4. Approval of LCAP Changes

Approve the changes as recommended by SCOE and TRUSD.

Supporting documentation was added on October 1, 2024.

5. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5144.1 BP Suspension and Expulsion

5125 BP Student Records

6158 BP Independent Study

6. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5111.1 BP Attendance Jurisdiction

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

3516 BP School Safety - Emergency Preparedness

6000 BP Instruction: Aims, Concepts, and Roles

4112.9 BP Employee Notifications

4119.23 BP Unauthorized Release of Confidential/ Privileged Information

9270 BP Conflict of Interest Code - Added on October 2, 2024

Bylaws revision as it pertains to the Conflict of Interest Code - Added on October 2, 2024

H. INFORMATION FOR DISCUSSION

1. Employee Benefits Renewal
Adam Miller and Katie Call with HUB will present the 2025 Employee Benefits Renewal package to the Board.

2. Workforce Solutions Update
Director of Workforce Solutions Lars Jorgensen will provide the Board with an update on workforce solutions.

Supporting documentation was added on October 2, 2024.

3. School Safety Plan for Grand Avenue

Safety Generalists Andrew Correa and Tony Torres will present the School Safety Plan for Grand Avenue.

I. BOARD COMMENTS

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

K. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])
2. Public Employee Performance Evaluation (Gov. Code Section 54957(b)(1).)(Executive Director)

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

M. NEXT MEETING : October 17, 2024 at 2:00 pm

N. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.

HCCS - 375


"IT'S NEVER TOO LATE..."
2024 - 2025
HCCTS Locations Approval
HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Identify Stakeholders for New Site

- A current partner
- Property Managers
- DHA or SETA
- Community Leaders
- Student or staff voice

How Does a Site Qualify for Expansion?

- Use Academic team and enrollment numbers to determine additional space needed
- Classroom sizes are near capacity
- Increase in overall site enrollment
- School ancillary programs are needed
- Use data to establish enrollment growth quarterly
- Track enrollment and attendance trends during the year
- Look for areas of growth with refugee settlement
- Use our partners for settlement information

Where To Open a New Site

- Contact current partners for input
- Student and staff input
- Overcrowding at current site
- Contact Community Leaders
- Partner with new community programs
- Use splatter maps to determine where our students reside

Site Opening Process

- Determine: square footage needed, academic needs (expected # of students and staffing), site safety, parking, ancillary programs, classrooms, office space, site condition including HVAC, electrical, plumbing, flooring and tenant improvements if needed.
- Legal qualifications assessed for a new school site (Fire, Occupancy, Zoning, Permitting, Ca. Ed Code, etc.)
- Approved by HCCTS Board of Directors then notify TRUSD of intent
- Facilities team tour to determine site needs
- Facilities team to introduce timeline for estimated opening date after receiving HCCTS Board of Directors approval and TRUSD approval
    a. Week 1 - assessment, scope of work identified, contract negotiation
    b. Week 2 - tenant improvements start, all departments begin prep, ordering of all equipment, furniture, signs etc.
    c. Week 3,4 - confirmation of tenant improvements completed, all departments completion of work, furnish site
    d. Week 4,5 - Open site

Site Opening Process

- Contract negotiation
- Contract start date (taking into consideration for Tenant Improvements)
- Secure: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimate site budget including lease costs, staffing, utilities ,custodial and security
- If a site needs minimal tenant improvements (paint, floor etc.) it can be available for class in 2-5 weeks. With extensive tenant improvements it may take several months to open

Adding Additional Space at a Current Site

- Facilities team to meet and discuss needs for adding space including all legal qualifications
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Identify tenant improvements if needed
- Contract negotiation
- Facilities Team introduced to needs
- Create a timeline for estimated opening date
- Ordering: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimated budget for monthly and yearly costs: including lease, staffing, utilities , custodial, security, etc.
- With space being in an existing site, we anticipate opening within 2-5 weeks.

Determine Reason for Site Closing

- HCCTS, current partner or site owner failure to renew lease
- Current Partner or HCCTS uses 30 day out
- Structure is in disrepair
- Facility condition
- Consolidation of sites
- Fiscal constraints
- Enrollment/ADA in decline
- Cost is not consistent with appraisal comps
- Lease increase

Site Closing Process

- Contact all stakeholders of intentions
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Leadership will confer with Facilities Director for closure date
- Notice of closure sent to property owner
- Facilities Team Director coordinates closing with all departments including, IT, maintenance, marketing, safety, academics, finance, SORS, custodial and warehousing
- Facilities walkthrough when vacated

Charter Wide Sites

Charter Educational Sites:

HCCS Sites 29

CICA Sites 8

HCCS and CICA Shared Sites 11

CTE 5

Total Charter Educational Sites: 53

Non-Educational Sites:

Administration 10

Other 7

Total Non-Educational Sites: 17

HCCS

	Site Name	Site Address	Administration	Students	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	24th Street	7720 24th Street, Sacramento, CA 95832	☐	☑	1	31	116	55	143	Click Here	$387,380.00 - Contract Life	6/3028	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	☐	☑	5	114	216	123	215	Click Here	$221,200.00 - Contract Life	8/31/25	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	☐	☑						In Process	$37,824.00 - Contract Life		Inactive
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	3					Click Here	Included in Admin section	7/31/25	
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	☐	☑	3	124	226	150	263	Click Here	$125,280.00 - Contract Life	08/31/2025	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	☐	☑	22	731	1,544	804	1,453	Click Here	$512,004.00 - Contract Life	06/30/2025	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	☐	☑	18	535	1,051	593	1,085	In Process	$164,130.80 - Contract Life		
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	☐	☑	8	210	788	206	695	Click Here	$526,241.50 - Contract Life	M-M	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I, & J Sacramento, CA 95827	☐	☑	6	160		179		In Process	$370,291.44 - Contract Life		
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	☐	☑	1	15	216	17	226	Click Here	$186,000.00 - Contract Life	6-30-24	In process
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	☐	☑	2	69		67		Click Here	$93,500.00 - Contract Life	2/28/25	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	☐	☑	2		188	67	223	Click Here	$67,250.00 - Contract Life	08/31/2025	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	☐	☑	1	28		39		Click Here	$15,552.00 - Contract Life	9/30/25	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	☐	☑	17	358	684	359	612	Click Here	$1,750,522.08 - Contract Life	11/30/27	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	☐	☑	20	245	645	296	605	Click Here	$2,877,3628.00 - Contract Lif	8/30-26	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	☐	☑	12	184	325	221	372	In Process	$1,096,687.40 - Contract Life		
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	☐	☑			132	184	116	193	Click Here	$120,000.00 - Contract Life	08/30/2025
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	☐	☑	3						$149,499.00 - Contract Life	6/30/26	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	☐	☑	4	86	888	124	893		$105,600.00/ YR	M-M	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	☐	☑	5	128	450	162	395	In Process	$223,840.00 - Contract Life		
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	☐	☑	5	85		77		In Process	$92,295.00 - Contract Life		
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	☐	☑	2	60	364	73	304	Click Here	$287,755.68 - Contract Life	1/31/26	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	☐	☑	2	107		92			$136,525.08 - Contract Life	1/31/26	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	☐	☑	2	40	86	56	90	Click Here	$169,101.00 - Contract Life	11/30/25	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	☐	☑	2					Click Here	$200,067.72 - Contract Life	12/31/26	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	☐	☑	2	32	46	36	47	In Process	$141,164.88 - Contract Life		
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	☐	☑	2	31	73	41	83		$445,208.00 - Contract Life	6/30/28	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	☐	☑	2	8	40	25	83	Click Here	$126,708.80 - Contract Life	9/30/26	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	☐	☑						Click Here			New site

CICA

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	☐	☑	2			Click Here	$96,000.00 - Contract Life	08/31/2025	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	☑	☐	1			Click Here	Included in A and C Contract	12/31/26	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	☐	☑	3				$1,220,582.00 - Contract Life	3/31/28	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	☑	☑	25				Included in HCCTS Contract	3/31/27	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	☐	☑	1			Click Here	In Kind	06/30/2025	
6	O Street	1326 O Street, Sacramento, CA 95814	☐	☑	1			Click Here	$120,000.00 - Contract Life	8/15/33	
7	Rosemont (Saint John's)		☐	☑	1			In Process	$50,000.00 - Contract Life		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	☐	☑	1				In Kind		

HCCS & CICA SHARED SITES

	Site Name	Site Address	Administration	Students	CICA	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	☐	☑	☑	10	91	490	107	561	Click Here	$338,564.88 - Contract Life	4/30/26	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	☐	☑	☑	11	52		141		Click Here	$522,432.00 - Contract Life	12/31/28	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	☐	☑	☑	6	95	171	112	198	In Process	$538,596.00 - Contract Life		
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	☑	65	340	1,020	468	1,242		District's Site		
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	☑	☑	☑	7					Click Here	$1,620,492.00 - Contract Life	9/30/28	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	☐	☑	☑	15	298	888	327	893	Click Here	$1,200,216.00 - Contract Life	6/30/28	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	☐	☑	☑	20	480	1,091	631	1,066	Click Here	$825,676.68 - Contract Life	4/30/28	
8	Marysville	715 C Street, Marysville, CA 95901	☐	☑	☑	5	33	70	39	51	Click Here	$523,968.00 - Contract Life	6/30/28	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	☐	☑	☑	2	2	28	7	21	Click Here	$54,000.00 - Contract Life	8/31/25	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	☑	☑	☑	15	42	139	20	84	Click Here	$1,396,368.00 - Contract Life	6/30/28	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	☐	☑	☑	12	179	413	200	409	Click Here	$1,154,082.00 - Contract Life	6/30/28	

CTE PROGRAMS

No	Site Name	Site Address	Students
1	Mixed Institute of Barber & Cosmetology	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	☑
2	Federico	1515 Sports Drive, Sacramento, CA 95834	☑
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	☑
4	Asher College (Career Training)	1215 Howe Ave, Sacramento CA	☑
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	☑

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ADMINISTRATION

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Note
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	☑	☐	15			Click Here		02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	☑	☐	4			Click Here		02/29/2028	
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	☑	☐	25			Click Here	$1,696,324.07 - Contract Life	9-30/27	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	6			Click Here		9/30/27	
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	☑	☐	7			Click Here	$265,665.00 - Contract Life	12/31/26	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	55				District Site		
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	☐	☑	30			Click Here	Included in 1, 9 & 11	11/30/27	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	☑	☑	135			Click Here	Included in HCCTS	3/31/27	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	☑	☐	TBD			Click Here	$651,420.00 - Contract Life		Opening 10-1-24
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	☑	☐	1			Click Here	$185,454.00 - Contract Life		2/28/26

OTHER LOCATIONS

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	☑	☐	15			Click Here	$1,151,947.26 - Contract Life	02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	☑	☐	4			Click Here		02/29/2028	
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	☐	☐	3			Click Here	$208,205.80 - Contract Life	09/31/2025	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	☐	☐	3			Click Here		08/31/2025	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	☐	☐	8			Click Here	$508,239.24 - Contract Life	08/31/2026	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	☐	☐	2			Click Here	Included in 1, 9, & 11		
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	☑	☐	TBD			Click Here	Included in Administration	11/14/28	Opening 10-1-24

HCCS - 390

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		HCCS	
1	24th Street	7720 24th Street, Sacramento, CA 95832	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I & J, Sacramento, CA 95827	
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	

No	Site Name	Site Address	Dublicate Site
		CICA	
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	
6	O Street	1326 O Street, Sacramento, CA 95814	
7	Rosemont (Saint John's)		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	
		HCCS & CICA	
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	
8	Marysville	715 C Street, Marysville, CA 95901	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	

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Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		CTE Programs	
1	Mixed Institute of Barber & Cos	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	
2	Federico	1515 Sports Drive, Sacramento, CA 95834	
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	
4	Asher College (Career Training	1215 Howe Ave, Sacramento CA	
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	
		Administration	
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	x
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	
		Other	
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	x
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	

Closing Site List for Board Approval

No	Site Name	Site Address	Notes
1	American River	3600 American River Drive #280, Sacramento, CA 95864	Vacant/ Seeking Sublease
2	El Camino	4813 El Camino Avenue, Suite A & C Carmichael, CA 95608	Underutilized
3	Marysville 2	1431 C St, Marysville, CA 95901 (It's Never Too Late Stadium)	Inactive
4	South Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	Inactive

Contributors:

Disa Cameron

Von Allen

Matthew Lemos

Isabel Amezcua

Lee Farrand

Waisuddin Akhondzada

Rich Henning

Data Resource:

Powerschool

Finance

Facilities

Student Onboarding and Records

HCCTS CTE programs

California Building Code (CBC)

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

October 16, 2024

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern/Request for Information
10/3/24 HCCTS Board Presentation - Site Location Discrepancies

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS" or "Charter School") and California Innovative Career Academy (CICA) operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to the Charter School's operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

During the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval" was given. The PowerPoint presentation (see enclosure) included multiple site/location discrepancies from the approved sites listed in MOU Amendment No. 3 for CICA and HCCS.

Specifically, on slides 11 and 12 of the PowerPoint, HCCTS included a total of six (6) locations which CICA is currently operating without District approval. According to the MOU Amendment No. 3, these six locations were designated for HCCS only. Through enrollment reports, HCCTS has indicated that all six of these sites have had enrolled students since as far back as July 2024.

Additionally, on slide 13 of the aforementioned presentation, HCCTS included three (3) CTE locations that are not included in the current MOU Amendment No. 3. The District was not aware of these CTE locations.

At the beginning of the presentation, you stated that this item was "…an attempt to re-approve and ensure that we're disclosing every location that we are at…". The District is alarmed at this statement, as it alludes to the potential that HCCTS is operating at sites that have not been disclosed and/or approved by the District.

When discussing Slide 11, entitled "CICA", the presenter stated, "This slide represents our current charter-wide sites that we currently hold." Of the sites listed on this slide, three (3) have been approved for HCCS in the MOU Amendment No. 3, not CICA. A cross-reference of these three sites with HCCTS enrollment reports reveals that CICA has enrolled students at all three of these HCCS locations:

1. Del Paso 2, 3730 Marysville Blvd, Sacramento, CA 95838
    a. Enrollment reports reflect 16 CICA students enrolled in July 2024, and 15 CICA students enrolled in August and September 2024.
2. Fair Oaks 2, 6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608
    a. Enrollment reports reflect 1 CICA student enrolled in July 2024, and 15 CICA students enrolled in August and September 2024.
3. SHRA – Marina Vista, 30 Seavey Circle, Sacramento, CA 95818
    a. Enrollment reports reflect 19 CICA students enrolled in August 2024 and 22 CICA students enrolled in September 2024.

Slide 12 of the presentation, entitled "HCCS & CICA Shared Sites" included an additional three locations, which were approved for HCCS in the MOU Amendment No. 3, not CICA. A cross-reference of these three sites with HCCTS enrollment reports reveals that CICA has enrolled students at all three of these HCCS locations:

1. Auburn 2, 7817 Old Auburn Road, Citrus Heights, CA 95610
    a. As a note, the site at this address is titled "Old Auburn" in the MOU Amendment No. 3.
    b. Enrollment reports reflect 16 CICA students enrolled in July 2024, 30 CICA students enrolled in August 2024, and 34 CICA students enrolled in September 2024.
2. Norwood, 431 Hayes Avenue, Sacramento, CA 95838
    a. Enrollment reports reflect 25 CICA student enrolled in July 2024, 29 CICA students enrolled in August 2024, and 28 CICA students enrolled in September 2024.
3. Oak Park, 2520 33rd St, Sacramento, CA 95817
    a. Enrollment reports reflect 113 CICA students enrolled in July 2024, 202 CICA students enrolled in August 2024, and 218 CICA students enrolled in September 2024.

Slide 13 of the presentation, entitled "CTE Programs" included an additional three locations that are not listed in the MOU Amendment No. 3 and for which the District has no knowledge. A cross-reference of these three sites with HCCTS enrollment reports also revealed that HCCTS has enrolled students at two of the three locations.

1. Mixed Institute, 5950 Florin Rd., Unit 103, Sacramento, CA 95823
    a. Enrollment reports reflect 6 CICA student enrolled in July, August and September 2024. The reports also indicate that there were 2 HCCS students enrolled in July

2024, 5 HCCS student in August 2024, and 4 HCCS students enrolled in September 2024.

2. Federico, 1515 Sports Drive, Sacramento, CA 95834
    a. Enrollment reports reflect 4 CICA student enrolled in July 2024, and 2 CICA students enrolled in August and September 2024. The reports also indicate that there were 9 HCCS students enrolled in July 2024, and 12 HCCS student in August and September 2024.
3. Unitek, 4330 Watt Ave, Sacramento CA
    a. No student enrollments reported.

Additionally, on September 17, 2024 and again on October 1, 2024, Sharilyn Warta from the District emailed Melissa Roberson at HCCTS requesting clarification regarding discrepancies between the 2023-24 and 2024-25 enrollment reports and the sites that were listed in the reports. While Ms. Roberson has indicated that she will follow-up with us about this, the District is including that request as part of this Notice of Concern/Request for information.

1. **CICA Sites from 10/3/24 Board Presentation (Slides #11 & 12)**

Action Needed:

- Explain the discrepancies between the CICA sites listed in the MOU Amendment No 3 and the six (6) locations that HCCTS stated are currently being used for CICA. Include in your explanation the reason(s) that HCCTS enrolled CICA students at these locations without a material revision request or advanced notification to the District of this material change to the charter.

2. **CTE Programs from 10/3/24 Board Presentation (Slide #13)**

Action Needed:

- Explain the discrepancies between the sites listed in the MOU Amendment No 3 and the three (3) locations that HCCTS stated are currently being used for CTE. Include in your explanation the reason(s) that HCCTS is operating at locations that are not listed in the MOU Amendment No. 3 and for which the District has no knowledge.

3. **Enrollment Reports**

Action Needed:

- Explain the discrepancies between the sites listed in the 2023-24 and 2024-25 enrollment reports and the approved sites listed in the MOU Amendment No 3.
- Provide a list of addresses for each site listed in the enrollment reports.
- Submit an updated enrollment report for CICA for the 2023-24 school year and include a breakdown by site.

The District requests that HCCTS respond to the items listed above by no later than 5:00 PM on November 14, 2024. Your response should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:

2024-25 HCCTS Locations Approval PPT, dated October 3, 2024
2024-25 HCCS Enrollment Reports
2024-25 CICA Enrollment Reports
2023-24 CICA and HCCS Enrollment Reports

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members

Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary; Sonja Cameron, Corporate Treasurer; Rickey Jones, Mellonie Yang, Mary DeChance, Mike Reid, Sondra Betancourt, LEA

Executive Director

Bill McGuire

Board Meeting Minutes

DATE & TIME: **Thursday, October 17, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

Page

A. CALL TO ORDER AND ROLL CALL

Corporate President Ernie Daniels called the meeting to order at 2:00 pm.

Present: Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, Mike Reid

Absent: Sonja Cameron, Rickey Jones

B. ADOPTION OF THE AGENDA

A motion was made to adopt the agenda and to move the second consent agenda item to action item #4.

Moved by: Mike Reid
Seconded by: Mary DeChance

Aye Ernie Daniels, Sharon Rocco, Matt Powers,

Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

C. FLAG SALUTE

Led by Mary DeChance.

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

There were no comments addressed to the Board.

E. ACTION ITEMS

1. **Contract Approval** 6

A motion was made to approve the RPC and Create Neptune contracts. 6

Moved by: Mike Reid
Seconded by: Sharon Rocco

Aye	Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

2. **2024-25 Salary Schedule** 7 - 10

No motion was made. 7 - 10

Aye	Ernie Daniels, Sharon Rocco, Mellonie Yang, Mary DeChance, and Mike Reid
Abstain	Matt Powers

Void 5-0

3. **Revision of Bylaws** 11

A motion was made to approve the revision of Bylaws as it pertains to the Conflict of Interest Code. 11

Moved by: Mike Reid

Seconded by: Mellonie Yang

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

4. Adoption of Job Descriptions 12 - 13

DASS Coordinator

A motion was made to adopt the job description. 12 - 13

Moved by: Mike Reid
Seconded by: Mary DeChance

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

F. CONSENT AGENDA ITEMS

The Board approved the consent agenda items.

A motion was made to approve the consent agenda.

Moved by: Matt Powers
Seconded by: Ernie Daniels

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

1. Adoption of Minutes 14 - 18

Regular Board Meeting - Oct 03 2024 - Minutes - Html -
Added on October 16, 2024.

2. Adoption of Board Policies 19 - 29

3516 BP School Safety - Emergency Preparedness

4112.9 BP Employee Notifications

4119.23 BP Unauthorized Release of Confidential/Privileged Information

6000 BP Instruction: Aims, Concepts, and Roles

9270 BP Conflict of Interest Code

3. Approval of 2024-25 HCCTS Locations 30 - 31
Approve the site list for SY 2024-25

4. Approval of Collaborative Circles Initiative Code of Conduct and Facilitator Agreement 32 - 35
Collaborative Circles Initiative Code of Conduct

Facilitator Agreement

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

4119.11 BP Policy Against Sexual Harassment and Discrimination (Remove)

4119.12 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

5145.71 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

H. INFORMATION FOR DISCUSSION

1. **Enrollment Update** 71 - 77
Chief Business Official (CBO) Matthew Lemos provided the Board with an update on the Census Day Enrollment Report.

2. **HR Update** 78 - 90
Director of HR Jasmine Gibbs presented an HR update to the Board.

3. **WASC Update** 91 - 99
Director of Accountability & Assessment Melissa Roberson updated the Board with a WASC update.

4. **CTE Update** 100 - 131
Director of CTE Lee Farrand provided the Board with a CTE

report.

5. 2025 Board Meeting Calendar

   The Board discussed the changes they would like to propose for the 2025 Board Meeting Calendar.

6. **Organizational Chart Update** 132 - 138

   Deputy Directors and CBO provided the Board with an update on the organizational chart.

I. BOARD COMMENTS

The Board concluded by expressing appreciation for all the presentations. Board President Ernie Daniels highlighted Mellanie Yang for her hard work and dedication.

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

No public comments were made regarding the closed session.

K. CLOSED SESSION

Corporate President Ernie Daniels recessed the open session at 3:47 PM.

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

Corporate President Ernie Daniels announced at 4:30 PM that no action was taken during the closed session.

M. NEXT MEETING: November 7, 2024 at 2:00 pm

N. ADJOURNMENT

The Board meeting was adjourned at 4:30 pm.

Ernie Daniels

Board Chair

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St.** | 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave.** | 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St.** | 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd.** | 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy.** | 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave.** | 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr.** | 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave.** | 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St.** | 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms** | 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave.** | 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St.** | 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way** | 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln.** | 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave.** | 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St.** | 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way** | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd.** | 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St.** | 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St.** | 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave.** | 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St.** | 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd.** | 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd.** | 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd.** | 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*
4. **O St.** | 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont** | *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle** | 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd.** | 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St.** | 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd.** | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd.** | 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave.** | 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave.** | 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave.** | 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd.** | 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave.** | 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
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5. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
   **CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College** | 10121 Westminster Ave., Garden Grove, CA
2. **Asher** | 1215 Howe Ave., Sacramento, CA 95834
3. **Federico** | 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed** | 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek** | 4330 Watt Ave., Sacramento, CA
   **CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave.** | 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr.** | 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way** | 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St.** | 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd.** | 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino** | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2** | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2** | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2** | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe** | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary; Sonja Cameron, Corporate Treasurer; Rickey Jones, Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 865 7344 7851

DATE & TIME: **Thursday, November 7, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
   Request the Board to approve contracts over $100,000. The Executive

Director recommends approval. Updated on November 6, 2024.

2. 2024-25 Salary Schedule
Request the Board to approve the 2024-25 Salary Schedule. The Executive Director recommends approval.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting - Oct 17 2024 - Minutes - Html

2. Adoption/Elimination of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief of Staff - Remove

Compliance Officer - Remove

Senior Director of Alumni Relations - Remove

3. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.12 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

5145.71 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.11 BP Policy Against Sexual Harassment and Discrimination

5. Approval of 2024-25 Leases

Approve the leases for FY 2024-25 over the amount of $250,000.

10013 Folsom Boulevard - Added on November 5, 2024

6. Approval of 2024-25 HCCTS Locations

Approve the site list for SY 2024-25 .

HCCS Locations - 24

CICA Locations - 6

HCCS & CICA Locations - 13

Total Resource Centers - 43

External CTE Locations - 5

Total Instructional Sites - 48

7. CBO Purchasing Approval Level

Add Chief Business Official to the Purchasing Approval Level of Deputy Directors ($50,000-100,000).

8. Conference Approval

Approve attendance at the Charter Schools Development Center's November 18-20, 2024 Conference in Sacramento for 20+ attendees.

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

0000 Mission Statement

0050 Vision Statement

0100 BP HCCTS Blanket Policy

0250 Student Learning Outcomes (SLOs)

1325 BP Advertising and Sponsorship Policy - added on November 6, 2024

3310 BP Purchasing and Vendor Selection - updated on November 6, 2024

4212.8 BP Anti-Nepotism and Employment of Relatives

7150.5 BP School Site Opening and Closure Policy - added on Nov. 5, 2024

9005 BP Organizational System and Governance Structure

9250 BP HCCTS Board and Officers Reimbursement Policy

9270.1 BP Policy Regarding Board Members Involvement With Other Education Providers

9320 BP Meetings and Notices

9322 BP Setting Board Agenda Items

H. FIRST READING OF REVISED BYLAWS

The Revised Bylaws' first reading is a discussion item only. The Revised Bylaws will be brought back at a later meeting for Board action.

Revised Bylaws - added on November 5, 2024

I. INFORMATION FOR DISCUSSION

1. Fiscal Update
   Director of Fiscal Services Matthew Lemos will provide the Board with a fiscal update. Supporting documents were updated on November 5, 2024.

2. HR Update & HR Academy Update
   Director of HR Jasmine Gibbs will provide the Board with an HR update. Supporting documents were added on November 6, 2024.

3. DASS Update
   Director of Accountability and Assessment Melissa Roberson will provide the Board with a DASS Update.

4. LCAP Expenditure Planning
   Director of Accountability and Assessment Melissa Roberson will update the Board on the LCAP Expenditure Planning.

5. Highlandia Update
   Director of Student Engagement Mike Roessler and Director of Curriculum Carol Zheng will provide the Board with a Highlandia Update.

6. Equity Initiatives Update
   Director of Equity Initiatives Von Allen will provide the Board with an Equity Initiatives Update.

7. Prom Update
   Director of Student Engagement Mike Roessler will provide the Board with a Prom Update. Supporting documents were updated on November 5, 2024.

8. 2024-25 Board Meeting Calendar
   The Board will discuss the 2024-25 Board meeting calendar.

9. Board Member Selection Process
The Board will discuss the Board Member selection process.
Supporting documents were added on November 5, 2024.

10. Board Member Terms
The Board will discuss the proposed Board Member terms.
Supporting documents were updated on November 5, 2024.

J. BOARD COMMENTS

K. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

L. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])

M. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

N. NEXT MEETING : December 5, 2024 at 2:00 pm

O. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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18. **Palm St.** | 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way** | 3237 Peacekeeper Way, McClellan, CA 95652 *(Combining Luce Ave. & Palm St.)*
20. **Rumrill Blvd.** | 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St.** | 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
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5. **Franklin Blvd.** | 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave.** | 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave.** | 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
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10. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
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13. **Todhunter Ave.** | 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

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4. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
   **CTE Pathways available to HCCS & CICA Students*

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   **CTE Pathways available to HCCS & CICA Students*

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8. **Raley Blvd.** | 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **Bowling** | 7171 Bowling Drive, Sacramento, CA 95823 *(CICA)*
2. **El Camino** | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
3. **Fair Oaks 2** | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
4. **Folsom 2** | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
5. **Marysville 2** | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
6. **S. Lake Tahoe** | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

From: Melissa Roberson
To: Sharilyn.Warta
Subject: Re: Enrollment Reports July to Sept 2024
Date: Thursday, September 19, 2024 2:47:41 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Hi Shari,

We will work on this and get back to you as soon as possible.

Thank you,
Melissa

On Tue, Sep 17, 2024, 4:00 PM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Afternoon,
>
> I had a nice weekend. I hope you got some time off to enjoy the lovely weather.
>
> Thank you for sending the Enrollment Reports. We are having difficulty identifying some of the sites because names on the enrollment reports are different than the names provided to us in the MOU and updated site list.
>
> I saved the monthly reports you sent and the 24-25 site list in a single document and attached it. Each tab has a column titled TRUSD notes, which require further clarification. For example:
>
> - The CICA tabs list "Asher" as one of the sites with enrollments, but according to the MOU and the most recent site list CICA does not have any programs at the Asher site.
> - On multiple tabs, "Federico" is listed, but we do not have any record of a site by that name.
> - On multiple tabs enrollment is listed as "Mixed", but we need to know which sites.
> - On the Master Site list tab there are several sites without any students enrolled, but we had information that classes had started.

Requested Action:

- If possible, please provide the enrollment reports from the attendance tracking application instead of excel format. The reports should include the site's name instead.

Required Action:

- Provide us with clarification for each of the TRUSD notes included in the attached workbook.
- Be sure to use the names of each site as they were provided to us in the MOU and Site List. This should clear up any confusion in the future.
- Finally, please provide us with the address to the "Federico" site so we can cross reference it with our current list of sites.

Please do not hesitate to contact me if you have any questions. We are requesting a timely response on or before **October 25, 2024.**

Thank you.

Shari Warta

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



From: Melissa Roberson <melissa.roberson@hccts.org>

Sent: Sunday, September 15, 2024 10:15 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Bill McGuire <bill.mcguire@hccts.org>; Natasha Lutsik <natasha.lutsik@hccts.org>
Subject: Enrollment Reports July to Sept 2024

Hi Shari,

I hope you had a great weekend. Attached are the enrollment reports for July to September 2024.

Thank you,

Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

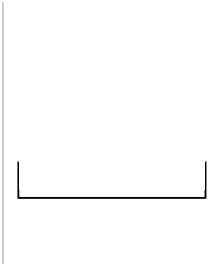

HCCS JULY 2024 ENROLLMENT

Site Name	COUNT
St. Rose	535
Cavalry	188
Hemlock	90
East 12th Oakland Community Extension	4
Auburn	122
McClellan	162
Marysville	69
St. Annes	51
McClellan 2	141
Capitol Mall	11
Yuba City	45
12th Street	2
Howe	337
Holy Cross	350
Oak Park	92
Salam	1090
St. Matthews	756
Hillsdale	481
Maple	447
Norwood	10
Cosmo Beauty Academy	1
Hurley	163
Capital Christian Community Extension	368
ARI Sunrise	46
Marconi Community Extension	5
Oxnard	73
Marconi 2	763
Main Campus	975
Highlands Industrial Parkway	39
BV Larkspur	74
Hemlock 2	65
NLaguna	134
Garden Grove	153
San Pablo	42
Guadalupe	61
North Laguna 2	99
Asher College	28
BV 65th	129
ARI Elder Creek	93
Total	**8294**

HCCS AUGUST 2024 ENROLLMENT

Site Name	COUNT
St. Rose	633
Hemlock	103
Cavalry	207
East 12th Oakland Community Extension	4
Auburn	192
McClellan	187
Marysville	90
St. Annes	62
McClellan 2	143
Capitol Mall	11
Yuba City	51
12th Street	2
Howe	400
Holy Cross	410
Oak Park	119
Salam	1289
St. Matthews	909
Hillsdale	553
Maple	492
Norwood	10
Cosmo Beauty Academy	1
Hurley	176
Capital Christian Community Extension	445
ARI Sunrise	91
Marconi Community Extension	9
Oxnard	104
Marconi 2	859
Main Campus	1182
Highlands Industrial Parkway	52
BV Larkspur	94
Hemlock 2	72
NLaguna	178
Garden Grove	185
San Pablo	46
Guadalupe	64
North Laguna 2	137
Asher College	30
BV 65th	150
ARI Elder Creek	124
Fair Oaks 2	1
Total	**9867**

HCCS SEPTEMBER 2024 ENROLLMENT

Site Name	COUNT
St. Rose	682
Cavalry	221
Hemlock	97
East 12th Oakland Community Extension	11
Auburn	217
McClellan	203
Marysville	122
St. Annes	78
McClellan 2	146
Yuba City	37
Capitol Mall	29
12th Street	3
Howe	473
Holy Cross	450
Oak Park	130
Salam	1406
St. Matthews	957
Hillsdale	669
Maple	485
Norwood	11
Center Parkway	23
Hurley	178
Capital Christian Community Extension	506
ARI Sunrise	104
Marconi Community Extension	7
Oxnard	123
Marconi 2	939
Main Campus	1242
Highlands Industrial Parkway	54
BV Larkspur	111
Hemlock 2	44
NLaguna	215
Garden Grove	185
San Pablo	50
Guadalupe	73
North Laguna 2	163
Asher College	37
BV 65th	144
ARI Elder Creek	139
Fair Oaks 2	1
Total	**10765**

HCCS OCTOBER 2024 ENROLLMENT

Site Name	COUNT
St. Rose	640
Cavalry	216
Hemlock	97
East 12th Oakland Community Extension	5
Auburn	183
McClellan	214
Marysville	115
St. Annes	76
McClellan 2	150
Yuba City	36
Capitol Mall	8
12th Street	1
Howe	460
Holy Cross	428
Oak Park	115
Salam	1287
St. Matthews	922
Hillsdale	615
Maple	470
Norwood	12
Center Parkway	10
Capital Christian Community Extension	503
ARI Sunrise	104
Hurley	196
Marconi Community Extension	11
Oxnard	104
Marconi 2	961
Main Campus	1036
Highlands Industrial Parkway	53
BV Larkspur	123
Hemlock 2	46
NLaguna	200
Garden Grove	196
Guadalupe	59
San Pablo	40
North Laguna 2	153
Asher College	32
BV 65th	142
ARI Elder Creek	140
Fair Oaks 2	5
Total	**10164**

November 2024	
HCCS	
Site	Student Count
24th St.	143
33rd St.	281
37th Ave.	257
65th St.	236
Asher	13
Auburn Blvd.	246
Bruceville Rd.	261
C St.	73
Capitol Mall	2
Center Pkwy.	293
Clark Ave.	122
College Oak Dr.	1433
Edison Ave.	1078
Euclid St.	280
Fair Oaks Blvd.	3
Federico	14
Folsom 2	197
Folsom Blvd.	499
Foothill Farms	90
Franklin Blvd.	674
Fulton Ave.	207
Grand Ave.	1599
Hayes Ave.	21
Hemlock St.	130
Hillsdale Blvd.	581
Howe Ave.	592
Hurley Way	370
Industrial Pkwy.	13
Las Palmas Ave.	208
Luce Ave.	131
Marconi Ave.	1078
Mixed	3
Old Auburn Rd.	338
Palm St.	254
Rumrill Blvd.	48
S St.	92
South A St.	27
Todhunter Ave.	470
Unitek	19
West Third St.	84
Westminster Ave	38
Grand Total	**12498**

HCCS DECEMBER 2024 ENROLLMENT

Site Name	COUNT
St. Rose	695
Cavalry	222
Hemlock	53
East 12th Oakland Community Extension	4
Auburn	192
McClellan	223
Marysville	126
St. Annes	83
McClellan 2	163
Yuba City	42
Capitol Mall	26
12th Street	3
Howe	502
Oak Park	148
Holy Cross	458
St. Matthews	1003
Salam	1450
Hillsdale	818
Maple	264
Norwood	22
Center Parkway	29
Capital Christian Community Extension	553
ARI Sunrise	85
Hurley	226
Marconi Community Extension	10
Oxnard	118
Marconi 2	1185
Main Campus	1200
Highlands Industrial Parkway	50
BV Larkspur	112
Hemlock 2	63
Garden Grove	258
Guadalupe	63
San Pablo	43
North Laguna 2	196
NLaguna	149
Asher College	28
BV 65th	156
ARI Elder Creek	154
Fair Oaks 2	5
Total	**11180**

January 2025
HCCS

Site	Student Count
24th	99
33rd St.	264
37th Ave.	255
65th St	219
Asher	14
Auburn Blvd.	221
Bruceville Rd.	242
C St.	84
Center Pkwy.	284
Clark Ave.	159
College Oak Dr.	1305
Edison Ave.	985
Euclid St.	212
Fair Oaks Blvd.	3
Federico	12
Folsom 2	165
Folsom Blvd.	475
Foothill Farms	68
Franklin Blvd.	595
Fulton Ave	115
Grand Ave.	1420
Hayes Ave.	14
Hemlock St.	107
Hillsdale Blvd.	546
Howe Ave.	513
Hurley Way	322
Industrial Pkwy.	11
Larkspur	69
Las Palmas Ave.	187
Luce Ave.	125
Marconi Ave.	1030
Mixed	2
Old Auburn Rd.	318
Palm St.	216
Rumrill Blvd.	51
S St.	88
South A St.	53
Todhunter Ave.	440
Unitek	18
West Third St.	59
Westminster Ave.	45
Grand Total	11410

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS Enrollment Report February 2025

Site	Student Count
24th	84
33rd St.	209
37th Ave.	226
65th St	200
Asher	12
AuburnBlvd	202
Bruceville	232
C St.	77
CenterPkwy	258
Clark Ave.	150
CollegeOak	1210
Edison Ave	928
Euclid St.	176
Federico	14
Folsom 2	161
FolsomBlvd	473
Foothill	63
Franklin	570
Fulton Ave	108
Grand Ave.	1270
Hayes Ave.	15
Hemlock St	93
Hillsdale	613
Howe Ave.	502
Hurley Way	299
Industrial	20
Larkspur	68
Las Palmas	173
Luce Ave.	121
Marconi Av	992
MIXED	2
Old Auburn	303
Palm St.	186
Rumrill Bl	52
S St.	83

South A St	39
Todhunter	398
Unitek	17
West Third	52
Westminste	32
Grand Total	10683

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS Enrollment Report March 2025

Site	Student Count
24th	75
33rd St.	174
37th Ave.	205
65th St	174
Asher	13
Auburn Blvd.	187
Bruceville Rd.	216
C St.	74
Capitol Mall	0
Center Pkwy.	238
Clark Ave.	128
College Oak Dr.	1114
Edison Ave.	898
Euclid St.	138
Federico	13
Folsom Blvd.	589
Foothill Farms	64
Franklin Blvd.	500
Fulton Ave	94
Grand Ave.	1099
Hayes Ave.	11
Hemlock St.	69
Hillsdale Blvd.	605
Howe Ave.	492
Hurley Way	262
Industrial Pkwy.	21
Larkspur	59
Las Palmas Ave.	162
Luce Ave.	110
Marconi Ave.	943
Mixed	3
Old Auburn Rd.	262
Palm St.	173
Rumrill Blvd.	33
S St.	78

South A St.	37
Todhunter Ave.	358
Unitek	24
West Third St.	42
Westminster Ave.	27
Grand Total	9764

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS Enrollment Report April 2025

Site	Student Count
24th	68
33rd St.	175
37th Ave.	203
65th St	172
Asher	11
Auburn Blvd.	184
Bruceville Rd.	213
C St.	84
Capitol Mall	0
Center Pkwy.	226
Clark Ave.	149
College Oak Dr.	1084
Edison Ave.	904
Euclid St.	155
Federico	11
Folsom Blvd.	615
Foothill Farms	77
Franklin Blvd.	537
Fulton Ave	90
Grand Ave.	1119
Hayes Ave.	11
Hemlock St.	72
Hillsdale Blvd.	629
Howe Ave.	503
Hurley Way	260
Industrial Pkwy.	16
Larkspur	66
Las Palmas Ave.	152
Luce Ave.	109
Marconi Ave.	952

Mixed	4
Old Auburn Rd.	307
Palm St.	168
Rumrill Blvd.	36
S St.	89
South A St.	37
Todhunter Ave.	358
Unitek	24
West Third St.	49
Westminster Ave.	29
Grand Total	9950

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 14, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Information - Enrollment Reports Response from September 19, 2024

Dear Ms. Warta,

We have prepared the following response to the request for information regarding the enrollment reports dated September 19, 2024. It also includes clarifications about the TRUSD notes.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Clarification for TRUSD notes

On July 1, 2024, we expanded our contract with Charter Impact. HCCTS is working with Charter Impact to improve our enrollment, attendance, and data tracking system. As part of this process, several site names have been changed to include the name of the street on which the sites are located.

On October 18, 2024, HCCTS provided TRUSD with the updated site list for 2024-2025 year. On the list is a section named "External CTE Site List" which includes all of our partnerships with external programs.

The following external CTE programs are partner sites only: Asher, Mixed, and Federico. Both Highlands and CICA students have access to these partner programs.

Site Name/ Address	Notes
Asher 1215 Howe Ave., Sacramento, CA 95834	External CTE site serves both HCCS and CICA
Auburn Blv. 4441 Auburn Blvd, Sacramento, CA 95841	Previously Auburn
Old Auburn 7817 Old Auburn Road, Citrus Heights, CA 95610	Previously Auburn 2
CapMall 555 Capitol Mall, Sacramento, CA 95814	Capitol Mall serves both HCCS and CICA as part of the Equity Initiative program
Las Palmas Ave. 1100 Las Palmas Avenue, Sacramento, CA 95815	Previously Del Paso (Calvary Christian), serves both HCCS and CICA
Marysville Blvd. 3730 Marysville Blvd., Sacramento, CA 95838	Previously Del Paso 2 This is a CICA site
Fair Oaks 2 6110 Fair Oaks Blvd, Carmichael, CA 95608	Closing location This location served HCCS and CICA
Federico	External CTE Partner Site. This site

1515 Sports Drive, Sacramento, CA 95834	serves both HCCS and CICA
Florin Rd. 3801 Florin Road, Sacramento, CA 95823	Previously Florin
Folsom 2 9555 Folsom Blvd, Sacramento, CA 95827	Relocating Location This site served both HCCS and CICA
Howe Ave 1111 Howe Avenue, Sacramento, CA 95825	Previously Howe Avenue
Industrial Pkwy 8180 Industrial Pkwy, Sacramento, CA 95824	Previously Industrial
Jackson Rd. 9880 Jackson Road, Sacramento, CA 95827	Previously Jackson (Bethany)
Grand Ave. 1333 Grand Avenue, Sacramento, CA 95838	Previously Main Campus
Marconi Ave. 3727 Marconi Ave, Sacramento, CA 95821	This site is closed. We no longer have students enrolled at this site
C St. 715 C Street, Marysville, CA 95901	Previously Marysville
MIXED CTE 5950 Florin Rd., Sacramento, CA 95823	External CTE Partner Site. This site serves both HCCS and CICA
Hayes Ave. 431 Hayes Avenue, Sacramento, CA 95838	Previously Norwood This site serves both HCCS and CICA
33rd St. 2520 33rd St, Sacramento, CA 95817	Previously Oak Park This site serves both HCCS and CICA

Rosemont (Women's Shelter, address withheld)	No Change
College Oak Dr. 4541 College Oak Drive, Sacramento, CA 95841	(Previously SALAM) College Oak Dr. is no longer a CICA site
SHRA 30 Seavey Circle, Sacramento, CA 95818	Seavey Circle (Previously SHRA – Marina Vista) External CTE site. This site serves both HCCS and CICA
Todhunter Ave. 800 Todhunter Avenue, West Sacramento, CA 95605	Previously West Sac

HCCTS Board of Directors received a new Board Policy on Opening and Closing sites as a 1st reading on November 7, 2024. This Policy is set for final approval on December 5, 2024, and is attached.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

7150.5 BP School Site Opening and Closure Policy

Board Policy

Highlands Community Charter and Technical Schools (HCCTS) establishes this policy to guide the opening and closure of school sites, ensuring that these decisions are made responsibly, transparently, and in compliance with applicable laws. This policy provides criteria and procedures for both opening and closing school sites.

Purpose

To outline the standards and steps for evaluating and implementing the opening and closure of HCCTS school sites, prioritizing the educational needs of students, staff well-being, community impact, and operational stability.

Scope

This policy applies to all school sites operated by HCCTS and authorized by the Twin Rivers Unified School District (TRUSD).

Criteria for Site Opening

HCCTS may consider opening a new school site under the following conditions:

- **Community Demand**: The identified need within the community for adult education services, supported by demographic data or community requests.
- **Strategic Alignment**: The new site aligns with HCCTS' mission and goals to expand access to high-quality education for adult learners.
- **Financial Feasibility**: Sufficient funding and resources are available to establish and operate the site sustainably.
- **Facility Suitability**: The potential site meets the safety, accessibility, and compliance standards required for educational facilities.
- **Workforce Readiness**: Availability of qualified staff to support educational and operational needs at the new site.

Criteria for Site Closure

HCCTS may consider closing a school site under one or more of the following conditions:

- **Enrollment Decline**: Persistent decline of at least 20% in enrollment over three consecutive years.
- **Fiscal Constraints**: Inability to meet financial obligations associated with the site.

- **Facility Condition**: Structural issues or safety hazards that impair the ability to operate safely.
- **Educational Adequacy**: Limitations in space or resources that prevent maintaining educational standards.
- **Community Needs**: Demographic changes leading to low site utilization.
- **Property Agreement**: Expiration of lease or property agreements that cannot be renewed.

Facilities Locations

If Charter School seeks to establish operations at one or more additional location(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

Compliance

This policy will adhere to relevant legal requirements, including:

- California Education Code: Adherence to state guidelines for school site operations.
- TRUSD and HCCTS Policies: Alignment with district and school standards for site management.
- Charter School Law: Compliance with charter-specific regulations, including required notifications and transition processes.
- HCCTS will provide TRUSD with a Notice of New, Closed, or Combined Site within 10 working days after HCCTS Board approval.
- Combining or replacing sites would not constitute a material revision to the charter petition.

Approved:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 14, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/Request for Information - HCCTS Board Presentation held on October 3, 2024 - Site Location Discrepancies

Dear Mr. DiGiulio,

On October 16, 2024, HCCTS received a notice of concern and request for information regarding the site locations presented to the HCCTS Board of Directors held on October 3, 2024. We have prepared the following letter in response to the notice of concern.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS Board Meeting
On October 3, 2024, HCCTS Associate Deputy Director Christina Martinez presented to the HCCTS Board of Directors an HCCTS Locations Approval presentation, which included sites and locations for Highlands and CICA. Within the presentation there were errors. In response to the errors, the sites were presented to the HCCTS board of directors on October 17, 2024, for approval once again.

HCCTS Locations
Attached is an updated site list for HCCS & CICA. We acknowledge that sites, naming conventions, openings, and closings have been the source of confusion and we are working to improve the communication with TRUSD regarding all sites in the future.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834

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To inspire each student to extraordinary achievement every day

January 22, 2025

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern/Request for Information 10/3/24 Board Presentation - Site Location Discrepancies, TRUSD Reply to HCCTS Response dated 11/14/24

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS" or "Charter School") and California Innovative Career Academy (CICA) operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to the Charter School's operation.

On October 3, 2024 the District sent a Notice of Concern/Request for Information regarding the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval". HCCTS responded to the District Notice on November 14, 2024

The District requests additional information in order to make a determination on the site list discrepancies outlined in the above-mentioned Notice.

In the November 14 letter HCCTS classified five CTE sites for HCCS and CICA as "Internal" CTE Sites and five as "External" CTE sites. The District is seeking information and a response regarding the new classification of "internal" and "external". Additionally, the District requires a response from HCCTS regarding these changes being made without complying with the current terms of the MOU Amendment No. 3, which states "*If the Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the*

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
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proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval."

1. **New Classification of "Internal" and "External" Sites**

   Action Needed:

   - Provide additional information about each "internal" and "external" location including:
     - The name of the partner
     - The number of students served
     - What part of the program occurs at each location
     - The first date that students were served (by program and location)
     - Copies of all agreements between HCCTS and the "partner".

2. **Violation of MOU Terms**

   Action Needed:

   - A response regarding the implementation of location changes without complying to the current terms of the MOU Amendment No. 3.

Within 10 calendar days from the date of this letter, please outline a timeline for when HCCTS expects to provide the information and records responsive tot his request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
TRUSD Notice of Concern/Request for Information dated October 16, 2024
HCCTS Response dated November 14, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 27, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC/RFI - 10/3/24 Board Presentation - Site Location Discrepancies, TRUSD Reply to HCCTS Response dated 11/14/24

Dear Mr. DiGiulio,

On January 22, 2025, HCCTS received a follow-up request for information regarding CTE internal and external programs. In response, we prepared the following letter.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS has two types of CTE sites:

- Internal CTE sites (without a partner)
- External CTE sites (with a partner)

All internal and external CTE programs are available to HCCS and CICA students.

Internal CTE
Internal CTE programs are developed and managed directly by HCCTS and our employees to meet the specific needs and goals of our students.

Internal CTE	**The first date the students were served**	***Number of HCCTS students served**
Digital Navigator 1333 Grand Avenue, Sacramento, CA 95838	09/01/2020	6369
Early Childhood Education 1333 Grand Avenue, Sacramento, CA 95838	02/20/2016	218
Group Fitness Instructor 1333 Grand Avenue, Sacramento, CA 95838	01/01/2018	168
Personal Finance 1333 Grand Avenue, Sacramento, CA 95838	09/19/2022	486

Sports Officiating 1100 Las Palmas Avenue, Sacramento, CA 95815	09/19/2022	38
Truck Driving 8180 Industrial Pkwy, Sacramento, CA 95824	08/16/2014	573
Welding 1333 Grand Avenue, Sacramento, CA 95838	07/17/2023	38
Culinary 2520 33rd St, Sacramento, CA 95817	03/04/2024	29
MC3 (Construction) 1333 Grand Avenue, Sacramento, CA 95838	09/16/2021	68

*This figure includes all students at HCCS and CICA students who have been served since the program started.

External CTE
External CTE programs are developed by outside entities with a curriculum they already created, and was designed for their own students. HCCTS partners with these organizations to provide our students with additional opportunities for success. The external programs are outlined below.

External CTE And Address	Partner Name	The first date the students were served	*Number of HCCTS students served
Unitek 4330 Watt Ave., Sacramento, CA 95660	Unitek College, LLC	07/28/2023	98
Mixed 5950 Florin Rd., Sacramento, CA 95823	Mixed Institute of Cosmetology & Barber	08/16/2021	68
Federico 1515 Sports Drive, Sacramento 95834	Federico Beauty Institute	01/13/2023	58
Asher 1215 Howe Ave., Sacramento, CA 95834	Asher College	01/01/2020	625
**Advance Beauty College 10121 Westminster Ave., Garden Grove, CA 92843	Advance Beauty College, Inc.	02/23/2023	46

*This figure includes all students at HCCS and CICA who have been served since the CTE program started.

**Located in Southern California and is accessible to students in person in the LA region

On October 21, 2024, I sent TRUSD the 2024-2025 updated site list. This was a comprehensive list of all HCCTS sites including internal and external CTE sites.

HCCTS is in the process of reviewing the HCCS & CICA charter petitions and is continuing to work on the process of drafting the material revision for the HCCTS locations. HCCTS is committed to adhering to the TRUSD/ HCCTS MOU Amendment No. 3 executed on January 11, 2024.

Attached are copies of the agreements between HCCTS and the CTE partners and the 2024-2025 updated site list.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 18, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Material Revision

Dear Ryan DiGiulio,

On October 17, 2024, the HCCTS Board of Directors approved the revised SY 2024-2025 site list. The approved locations have been renamed and reorganized to better demonstrate their location by using the street, avenue, etc. name if possible.

This letter serves as a notice of material revision for both HCCS and CICA for adding the following locations:

Folsom Blvd. | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
Peacekeeper Way | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*

And closing the locations listed below:

El Camino | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
Fair Oaks 2 | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
Folsom 2 | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
Marysville 2 | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
S. Lake Tahoe | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

The current location count is as follows:

HCCS Locations- 24
CICA Locations – 6

HCCS & CICA Locations – 13
Total Resource Centers – 43

External CTE Locations – 5
Total Instructional Locations – 48

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



BILL MCGUIRE
Executive Director
Highlands Community Charter and Technical Schools

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

**CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave. |** 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr. |** 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way |** 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St. |** 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd. |** 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino |** 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of September, 2022 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS while attending classes at the Site.

2. Use of the Site.

Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

A. Term. HIGHLANDS' use of the Site shall be for the 2022-23 school years commencing on September 1, 2022 and terminating on June 30, 2023. No later than 30 days prior to the expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall request approval from the Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. The use of furnishings is subject to Landlord's prior approval which may require a reimbursement. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations.

3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 2,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. Landlord will provide custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the

construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than September 30, 2022.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of (1) they are required by HIGHLANDS' use of the Site or (2) any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions,

causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

15. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

16. Taxes.

Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site.

17. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue

Garden Grove, CA 92843
tam@advancebeautycollege.com

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

19. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

21. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

23. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

24. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

25. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

26. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

27. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlords CEO and HIGHLANDS' Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 9/21/22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 9/21/22

Tam Nguyen
Advance Beauty College, Inc.

TRAINING AGREEMENT BETWEEN ASHER COLLEGE AND HIGHLANDS COMMUNITY CHARTER SCHOOL

THIS AGREEMENT ("Agreement") is made this 22nd day ofAugust, 2016 (the "Effective Date"), by and between ASHER College, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter referred to as "ASHER") and Highlands Community Charter School, a California non-profit public charter school (hereinafter referred to as the "Charter School").

I. RECITALS

WHEREAS, ASHER is the owner of certain real property and its main facilities are located at 1215 Howe Ave Sacramento CA 95825;

WHEREAS, ASHER and the Charter School desire to enter into this Agreement to document the arrangement between the parties regarding the Charter School's use of the ASHER Site during the 2016-17 school year ("Applicable Year"), pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Site. ASHER hereby grants to the Charter School, on the terms and conditions set forth herein, use of the Site for the sole purpose of participating in the programs described in Section 2.. The Charter School's use of the Site shall comply with all ASHER policies and regulations and/or practices applicable to the ASHER facilities. ASHER shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California Private Post-Secondary School. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site and conducting charter school activities.

A. Term. The Charter School's use of the Site shall be for the 2016-17 school year commencing on August 22nd, 2016 and terminating upon the successful completion of all students enrolled before July 1st, 2017 . This Agreement will automatically renew for an additional School year terms unless either party terminates the Agreement per Section 7 of this Agreement.

B. Joint-Use. The Charter School acknowledges that its right to use the Site shall not interfere with ASHER's shared use of the Site. ASHER's shared use of the Site shall not unreasonably interfere with the Charter School's use of the Site.

C. Reversion to ASHER. Upon the expiration of this Agreement by its terms, the right to use and to occupy the Site and its facilities, and ASHER equipment thereon, shall revert to ASHER.

D. Acknowledgement of Suitability, Compliance and Waiver. By executing this Agreement, the Charter School and ASHER ·agree to conduct an inspection of the Site to determine that. The Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock

keys, fire extinguishers, legal postings at entry, etc.) ASHER shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

Section 2. Financial/Recordkeeping Obligations

A. Asher Agrees to Provide Attendance Records utilizing Asher's electronic Attendance record keeping systems.

B. Monthly Asher will Invoice Charter School for each properly registered student who attended classes at Asher for any portion of the previous month. Invoices are due upon receipt and will be paid within 30 days.

C. Programs:

Program	Estimated time to complete	Monthly Charge	Total Max Charge	Non Refundable	Books & Vouchers	
PC Technician	5 Months / 150 days	$1,000	$ 5,000	$0	Included	
Medical Office Administration	4 Months / 120 days	$1,000	$ 4,000	$0	Included	
Office Administration	4.25 Months	$1,000.0	$ 4,250	$0	Included	
Typing - **Added** to above programs	.25 Month - 7 days	one time charge of $200	$200	0	Included	

D. Refunds: Refunds for Students who do not complete the Programs will be prorated based on calendar time attended/ Estimated Time to Complete.

Refund Example: Student X enrolled in the PC Technician Program and Typing. The first day of attendance at ASHER was August 22nd and the last date of attendance was October 31st. Total calendar days attended is 71. Therefore the Max earned by ASHER would be 71/157 x ($5000+$200) = $2351.59. If Charter School had paid more than $2351.59 then a refund would be due. Otherwise the final invoice would be adjusted to reflect the Max charge earned by ASHER

Section 3. Maintenance and Operations. The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of ASHER; ASHER will provide its own janitorial service and/or janitorial staff.

Section 4. Title to Property. The Parties acknowledge that title to the Site and all improvements are held by ASHER, and shall remain in possession of ASHER at all times.

Section 5. Insurance. The Charter School will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise for Charter School Students and employees of no less than

$1,000,000 per occurrence and $3, 000,000 in the aggregate. The Charter School's insurance shall be primary unless the claim, injury, or loss is at the active negligence of ASHER. ASHER shall be named as additional insured.

ASHER will procure and maintain property coverage for the premise and building at full replacement cost. ASHER's insurance shall be primary. The Charter School shall procure and maintain insurance for their personal property.

Section 6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of ASHER, the Charter School shall indemnify, hold harmless, and defend ASHER, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against ASHER, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the Charter School's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend ASHER and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, ASHER shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, ASHER's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the ASHER in or about the Site; ASHER's obligation to defend the Charter School and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 7. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the Charter School for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to ASHER.

B. By the Charter School, upon mutual agreement between ASHER and the Charter School, if the Site is so damaged, destroyed or otherwise impaired as to hinder the ASHER's effective use of the premises at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the ASHER effective use of the premises, ASHER will make a good faith effort to provide other facilities, if available, but shall have no obligation to provide substitute facilities.

C. By ASHER for a material failure by the Charter School to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof from ASHER to the Charter School; provided, however, that if the nature of the Charter School's default is such that more than thirty (30) days are reasonably required for its cure, then the Charter School shall not be deemed to be in default if the Charter School commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By ASHER in the event the Charter School files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of the Charter.

Section 8. Taxes. ASHER shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of ASHER located at the Site or used by the Charter School.

Section 9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To Charter School:

Murdock Smith, Executive Director/CEO
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Fax: (916) 471-0552

To ASHER:

David Vice, CEO
Asher College
1215 Howe Ave
Sacramento, Ca 95825

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 11. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 12. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions; negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 13. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 14. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 16. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 17. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 18. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 20. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 21. Dispute Resolution. In the event of any dispute between the Charter School and the ASHER regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the ASHER Executive Director and the Charter School's Principal. The Executive Director and the Principal shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Director and Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the ASHER shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

ASHER COLLEGE

BY: _____ **Date** 8/22/16

David Vice, CEO

Highlands Community Charter School

BY: _____ **Date** 8/24/16

Murdock Smith, Executive Director/CEO

MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND FEDERICO BEAUTY INTSTITUTE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 13th day of January, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and Federico Beauty Institute, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "FEDERICO").

RECITALS

WHEREAS, HIGHLANDS and FEDERICO desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by FEDERICO during the 2023 school year (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and FEDERICO hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and FEDERICO agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and FEDERICO while attending classes at FEDERICO.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:

   A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act).

3. Term. The term of this MOU shall be for five months commencing on January 15th, 2023 and ending on June 15th, 2023. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. FEDERICO will invoice HIGLANDS at the end of each month for all charges incurred that month. The first month of a class start's bill will include the application fee, student insurance, STRF, and technology fee in addition to monthly tuition and any/all kit costs incurred. Months 2 until completion billing will include monthly tuition and all kit costs incurred that month. FEDERICO will provide an attendance report for each student at the end of each month and include with the invoice. The invoice shall be compared to attendance records submitted by FEDERICO and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from FEDERICO, FEDERICO shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all FEDERICO students.

Course	Tuition	Application	Insurance	STRF	Supplies	Textbook	Technology	Uniforms	Total
Cosmetology	$15,250.00	$75.00	$10.00	$45.00	$2,065.69	$550.00	$100.00	$26.94	$18,122.63
Barber	$15,250.00	$75.00	$10.00	$45.50	$2,242.62	$575.00	$100.00	$26.94	$18,325.06
Esthetics	$9,000.00	$75.00	$10.00	$26.00	$1,404.06	$400.00	$50.00	$26.94	$10,992.00
Barber Transfer	$3050.00	$75.00	$10.00	$10.00	$713.08 - $1653.74*	$375.00	$25.00	$26.94	$4285.02 - $5,225.68

*Barber Transfer supplies to be purchased dependent upon supplies needed by student. Kit price will be determined at enrollment based upon supplies already owned by the student.

5. Marketing. HIGHLANDS and FEDERICO will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and FEDERICO.

6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, FEDERICO, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the FEDERICO' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by FEDERICO, in or about the site; FEDERICO' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of FEDERICO, HIGHLANDS, shall indemnify, hold harmless, and defend FEDERICO, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against FEDERICO, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, FEDERICO from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend FEDERICO and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

7. Termination. The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

8. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

FEDERICO:
Jeremy Federico
Federico Beauty Institute
1515 Sports Drive
Sacramento, CA 95834
Attention: President

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

10. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

12. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

15. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

16. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

17. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

18. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

19. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

20. Dispute Resolution. In the event of any dispute between HIGHLANDS and FEDERICO regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the FEDERICO' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

Date: _____

FEDERICO BEAUTY INSTITUTE

By: _____

Jeremy Federico, President
Federico Beauty Institute

Date: 3.28.23

MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND MIXED INSTITUTE OF COSMETOLOGY & BARBER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of June 22nd, 2022 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and MIXED Institute of Cosmetology & Barber, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "MIXED Institute").

RECITALS

WHEREAS, HIGHLANDS and MIXED Institute desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by MIXED Institute during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and MIXED Institute hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and MIXED Institute agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and MIXED Institute while attending classes at MIXED Institute.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:

   A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)

3. Term. The term of this MOU shall be for one year, commencing on June 22, 2022 and ending on June 30, 2023. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. Within the first two weeks of each class start, HIGHLANDS will purchase classroom book sets and tool kits at a combined cost of $1,993 per each properly enrolled student in the cosmetology program, $1,988 per each properly enrolled student in the Barbering program, and $916.50 per each properly enrolled student in the manicuring program. If the student prefers, they may purchase their own set of books and tool kits directly from MIXED Institute. MIXED Institute will notify HIGHLANDS and submit an invoice for all books and supplies required by HIGHLANDS's students upon enrollment into the program. MIXED Institute agrees to maintain attendance records and report on a weekly basis to HIGHLANDS. In the event that a student misses an excess of 16 hours in a week, MIXED Institute shall notify HIGHLANDS in writing to develop a plan for the student to succeed. MIXED Institute shall prepare a monthly invoice in the amount of $1973 per each student properly enrolled and attending the **cosmetology** program, $1973 per each student properly enrolled and attending the **Barbering** program, and $495 per each student properly enrolled and attending the manicuring program, for the educational services provided. This invoice shall be compared to submitted attendance records submitted by MIXED Institute and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from MIXED Institute, MIXED Institute shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all MIXED Institute students.

Program	Duration	Monthly Charge	Tuition	Start-up Fees*	Total Max Charge	List Price
Cosmetology	1000 Clocked Hours	$1,973	$13,811	$1,993	$15,803	$16,803
Barbering	1000 Clocked Hours	$1,973	$13,811	$1,988	$15,799	$16,798
Manicuring	400 Clocked Hours	$495	$1,980	$916.50	$2,904.50	$3,116.50

*Start-up Fees include Books, kit and registration fee.

5. Instruction. All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff. Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Marketing. HIGHLANDS and MIXED Institute will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and MIXED Institute.

7. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, MIXED Institute, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the MIXED Institute' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by MIXED Institute, in or about the site; MIXED Institute' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of MIXED Institute, HIGHLANDS, shall indemnify, hold harmless, and defend MIXED Institute, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against MIXED Institute, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, MIXED Institute from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend MIXED Institute and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims,

demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

8. Termination. The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

MIXED Institute:
MIXED INSTITUTE of COSMETOLOGY & BARBER
5950 Florin Road Ste. #103
Sacramento Ca. 95823
916-421-5950
Attention: Robert Brown/CEO

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

11. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

13. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

18. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

21. Dispute Resolution. In the event of any dispute between HIGHLANDS and MIXED regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the MIXED Institute' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director

Highlands Community Charter and Technical Schools

Date: 6/28/22

MIXED INSTITUTE of COSMETOLOGY & BARBER

By: _____

Robert Brown, CEO

Mixed Institute of Cosmetology & Barber

Date: 6/24/2022

MEMORANDUM OF UNDERSTANDING BETWEEN
UNITEK LEARNING AND HIGHLANDS COMMUNITY CHARTER SCHOOLS

This Agreement is entered into by and between Unitek College, LLC (College) and Highlands Community Charter Schools (Highlands), hereinafter collectively the Parties, and shall become effective as of the date of the last signature (Effective Date). Parties enter this Agreement to provide educational opportunities for qualified Highlands students (Participants).

ACADEMIC TERMS AND CONDITIONS

1. **College Degree or Certificate Programs**
    a. Highlands Participants shall have the opportunity to apply for admission to College's academic programs offered under this Agreement. Programs available, academic requirements, tuition and fees, and minimum enrollment requirements are in the attached **Program Information Addendums.**

2. **Responsibilities of the Parties**
    a. **Collaboration**: Parties agree to collaborate in good faith all aspects of this Agreement. Each Party shall identify and designate primary contacts with the appropriate authority to execute actions under this Agreement. All primary contacts are listed in the attached **Primary Contact Addendum.**

    b. **Educational Programs Content and Faculty**: Throughout the entirety of this Agreement, College shall have full programmatic control as required by its accreditors. By signing the agreement Highlands attests that its Credentialing Specialist has reviewed College program content and faculty qualifications to ensure alignment between Highlands' requirements and College program including Participant receipt of a high school diploma prior to any externship placement required for successful completion of Medical Assisting program.

    c. **Program Promotion and Marketing**: Parties agree to collaborate in good faith and promote the program subject to the limitations identified in the **Marketing** section of this Agreement. Highlands will assist College in facilitating promotional events including, but not limited to, information sessions, workshops, seminars/speakers, webinars, lunch-and-learns. Parties also agree to collaborate on the creation of print and digital marketing materials.

    d. **Participant Eligibility**: Highlands shall identify and refer only prospective Participants that meet all College's minimum requirements for each program and must agree to:
        i. Ensure Participants sign attestations stating that eligibility for this program is conditional on the non-acceptance Title IV Federal Financial aid during their

enrollment; any application for such aid will immediately make a Participant ineligible for enrollment in College.

ii. Sign a FERPA release authorizing the release of confidential student information as described in section j. of this agreement.

iii. Provide to College a copy of each Participants high school diploma prior to any externship placement required for successful completion of Program.

e. **Admissions**: Parties agree not to discriminate in the selection or acceptance of any Participant pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or applicable legal residence requirements, within the limits imposed by law or corporation policy. College shall review the applications of prospective Participants and have sole authority to make admissions decisions in accordance with its standard admissions policies.

f. **General Participant Requirements**: Upon admission, Participants become College's students and are subject to all academic and conduct policies in the College catalog and student handbooks. Participants must adhere to attendance requirements and must remain in good academic standing to continue in their respective programs.

g. **Student Services**: College shall provide equitable student services including academic support, technical support, and career services to help maximize the opportunity for Participant success.

h. **Reasonable Accommodations**: Participants with disabilities may, with appropriate medical documentation, apply for reasonable accommodations with the College even if they already have accommodations or an Individualized Education Program (IEP) with Highlands. Each request shall be considered on a case by case as well as a class by class or clinical/externship location basis in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

i. **Vaccination Requirements (External Clinical Sites if Applicable)**: Parties understand that Participants may need to attend externships or clinical rotations at healthcare facilities with specific vaccination requirements. Participants who do not meet all vaccination requirements may not be able to be placed at a clinical site and may be unable to complete program requirements. Clinical sites maintain the discretion to determine if they can reasonably accommodate Participants who request medical or religious accommodations against specific vaccinations and may deny requests to student guests that may be granted to their employees.

j. **Background Check Requirements**: College may conduct a criminal background check on Participants prior to clinical placement. Parties understand that ANY criminal background may result in a denial of placement by a clinical partner and may make a

Participant ineligible for licensure or for specific jobs at the discretion of the prospective employer even if such criminal records have been expunged, suspended, or resolved via other methods of deferred adjudication.

k. **Participant Privacy & Release Requirements**: Parties understand that College may only share limited information (e.g., name, address, telephone number) on its students under the Family Educational Rights and Privacy Act (FERPA) unless student authorizes College to share confidential academic data via a signed release. For this Agreement to function as intended and to freely share information on Participant progress, Highlands agrees that as a condition of eligibility and in exchange for the opportunity to participate in the programmatic offerings of this Agreement, Participants must authorize the release of their confidential student information to Highlands using a release that will be provided as part of the application process.

l. **Participant Progress Data**: To facilitate the management and operation of this Agreement College will share relevant student information with Highlands, including, but not limited to:
    i. Upon enrollment College will share Participant's:
        1. College ID number
        2. College e-mail address
    ii. College will share the following as needed:
        1. Disciplinary or code of conduct issues
        2. Academic progress
        3. Voluntary or involuntary withdrawals

m. **Externship and Clinical Placements**: College shall make all decisions regarding Participant assignments to externship and clinical sites or telehealth rotations.

n. **Orientation and Training of Participants and College Staff**: Parties will collaborate to develop an orientation, tracking and verification process for onboarding staff and Participants regarding externship safety and administrative policies.

o. **Payment of Tuition and Fees**: College shall send Highlands a roster of fully enrolled Participants at the start of each term with payment schedule identified in the **Program Information Addendum** below. The failure to pay according to the payment schedule may result in the withdrawal of active Participants, delay or cancellation of future Participant enrollment, and the termination of this Agreement.

p. **Participant Withdrawals:** If a Participant withdraws voluntarily or is withdrawn involuntarily based on College policy, Highlands will not be responsible for future monthly payments per the payment schedule in the **Program Information Addendum**.

q. **Proprietary Rights:** College shall retain all rights, title, and interest (including all copyright, patent, and other proprietary rights) in and to its academic materials.

College is the intellectual property holder and there is no license granted to Highlands for any academic content.

MARKETING AND PROMOTION

3. **Program Publicity:** Parties recognize that recruiting students for higher education programs is subject to significant regulatory and accreditation marketing restrictions whether made verbally or in writing. College will be responsible for direct student marketing and will provide dedicated expertise for the promotional strategy while working in collaboration with Highlands in good faith to execute the program's marketing strategy. Additionally, Parties agree to the following:

   a. **Guarantees:** No prospective Participant shall be guaranteed enrollment, ability to achieve licensure upon completion of a program, a specific salary or salary range, or specific employment in connection with the promotion of any academic offering.

   b. **Truthfulness and Accuracy:** All representations regarding the available programs, academic offerings, eligibility for licensure, salary potential, and future job prospects must be truthful and represent the experience of the typical student.

   c. **Collaboration on Marketing Collateral:** Parties agree that all promotional materials require the prior written approval of College prior to use including, but not limited to:
      i. Websites
      ii. Web pages
      iii. Digital ads (banners, pop-ups, flyers, etc.)
      iv. Social media posts
      v. Videos
      vi. Promotional e-mails
      vii. Newsletters
      viii. Blogs
      ix. Press releases
      x. Content marketing (Quora, Medium, etc.)
      xi. Flyers
      xii. Signage
      xiii. Direct mail
      xiv. Digital information boards
      xv. Events
      xvi. White Papers
      xvii. Grant Proposals
      xviii. Public Relations

   d. **Intellectual Property:** Neither Party shall use the other Party's trademarks or logos without the prior written consent of the other Party as to each such use. Any use of

the other Party's trademarks or logos shall be subject to the other party's written guidelines and instructions.

STANDARD TERMS AND CONDITIONS

4. **Term:** This Agreement has an initial term of two (2) years from the Effective Date and automatically renews for subsequent two (2) year terms unless terminated by either Party upon written notice of at least ninety (90) days.

5. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, and such breach remains uncured for a period of thirty (30) following receipt of written notice of such breach. For the purposes of this clause, a material breach shall include, but not be limited to, any breach of the confidentiality provisions of this Agreement, failure to make any payment when due, or failure to perform any material obligation under this Agreement. Upon termination of this Agreement for cause, the non-breaching party shall be entitled to any remedies available at law or in equity, including but not limited to damages for any losses incurred as a result of the breach. Termination of this Agreement for cause shall not relieve the breaching party of any liability or obligation incurred prior to the effective date of termination.

   In the event this Agreement is terminated early, Parties agree to collaborate with each other and any relevant regulatory or accreditation body on a teach-out to minimize the impact of enrolled Participants. Teach-out may include completion of the term on campus, a nearby location, the online modality, or a hybrid model. Students that have not yet started the program will be considered canceled and no payment or teaching shall occur.

6. **Regulatory or Accreditation Termination:** The Agreement may be terminated upon written notice by College with no penalty or cost for any of the following:
   a. If an accreditor or a regulatory body determines that the program should cease operation.
   b. Agreement is prohibited by law or regulation.

   If terminated for any of the above reasons, Parties will collaborate and work with the appropriate accreditation or regulatory bodies to determine if teach-out options or term completion options exist for Participants to minimize impact on educational progression.

7. **Obligations Upon Termination**: Upon termination of this Agreement, either Party shall, at the request of the other Party, return any document, material, database, equipment, or software containing confidential information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the confidential information belonging to the other party and delete such confidential information from any memory devices. Unless required by law, neither Party shall

be permitted to continue using the confidential information in any way after the termination of this Agreement.

8. **Force Majeure:** In the event Parties are unable to support or continue the programs listed in this Agreement due to causes beyond their control, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond either Party's reasonable control, the Parties agree to work together to create a reasonable alternative or pause the program until conditions permit resumption.

9. **Relationship of Parties:** The relationship established under this Agreement shall be that of contractors and neither party shall be, nor hold itself out to the public as being, an employee, or agent of the other. Neither party shall have authority to contract for or bind the other in any manner.

10. **Mutual Indemnity:** The Parties agree to indemnify and hold each other harmless from any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the performance of this Agreement, except for claims arising out of the gross negligence or willful misconduct of the indemnified Party. Each Party shall promptly notify the other Party of any claim or demand that it becomes aware of that may give rise to indemnification hereunder. The Parties agree to cooperate with each other in the defense of any such claim or demand. This mutual indemnification obligation shall survive the termination or expiration of this Agreement.

11. **Assignment:** Neither Party shall assign its rights or delegate its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that either Party may assign this Agreement in the event that any third-Party merges with such Party or acquires all or substantially all of such Party's assets used in connection with this Agreement.

12. **Waiver:** The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and agreed upon by both Parties.

13. **Severability:** If any part of this Agreement is found invalid or unenforceable, that part will be amended by the Parties to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will remain in full force and effect.

14. **Modification of Agreement**: No addition or modification of this Agreement will be effective or binding on either Party unless reduced to writing and executed by the authorized representatives of each of the Parties.

15. **Notice**: Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email to the Legal Contacts listed in **Addendum 1: Primary Contacts**.

16. **Governing Law**: This Agreement shall be governed and construed by the laws of the State of California without regard to any choice of law provisions.

17. **Dispute Resolution**: Any dispute, controversy, or claim arising out of or relating to this Agreement or its breach, including any question regarding its existence, validity, or termination, shall be finally resolved by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted before one (1) arbitrator, who shall be selected by mutual agreement of the Parties or, failing such agreement, by JAMS in accordance with its rules. The place of arbitration shall be Orange County, California. Each Party shall be responsible for its own costs and expenses, including legal fees, incurred in connection with the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages. The Parties agree to keep the arbitration proceedings and award confidential, except as may be necessary to enforce the award or as required by law. This arbitration clause shall survive the termination or expiration of this Agreement.

18. **Prior Agreements and Complete Agreement**: This Agreement contains the final, complete, and exclusive statement of the agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations, and discussions between the parties, whether oral or written. All Addendums referred to in this Agreement and attached hereto shall be deemed and construed as part of this Agreement and for all purposes all such Addendums are hereby specifically incorporated herein by reference.

19. **Proper Authority**: Each party expressly acknowledges that it is authorized to enter into this agreement, and to bind such party, and such party's permitted successors and assigns, in the terms of this agreement. Each party expressly acknowledges that all corporate or other business enterprise formalities and consents have been obtained. Each party further acknowledges that this agreement does not conflict with or constitute a violation of any other agreement whether oral or written.

20. **Execution**: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature or other electronic means, and such signatures or means shall be deemed original signatures for all purposes. The Parties agree that the electronic signatures or means used to execute this Agreement shall have the same legal force and effect as handwritten signatures or original

documents. The Parties acknowledge and agree that the use of electronic signatures or means is a convenient means of executing this Agreement and that it does not diminish the legal validity or enforceability of this Agreement.

By their signature below, each of the following parties represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

For Highlands		For College	
Signature	[signature]	Signature	
Name	Murdock Smith	Name	
Title	Ex Dir	Title	
Date	7/24/23	Date	

Addendum 1: Primary Contacts

Executive Sponsor			
College		**Highlands**	
Name	Caitlin Masterson	**Name**	
Title	VP of Workforce Development	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(949)259-2234	**Phone**	
e-mail	cmasterson@gmail.com	**e-mail**	

Relationship Manager			
College		**Highlands**	
Name	Dawn Knapp	**Name**	
Title	Sr. Partnership Success Mgr	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(949)269-2628	**Phone**	
e-mail	dknapp@unitek.com	**e-mail**	

Billing Contact			
College		**Highlands**	
Name	Sonia Manzo	**Name**	
Title	Director of Fiscal Operations	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(949)236-4149	**Phone**	
e-mail	smanzo@unitek.com	**e-mail**	

Legal Contact			
College		**Highlands**	
Name	Phillip Quintana	**Name**	
Title	General Counsel	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(480)678-1605	**Phone**	
e-mail	pquintana@unitek.com	**e-mail**	

ADDENDUM 2: PROGRAM INFORMATION

Program	Duration	Highlands Tuition	Fees/Books/Equipment	Total per Participant
Medical Assisting	9-10 months	$12,298	$1,036	$13,344.50

I. MEDICAL ASSISTING PROGRAM

1. Delivery Model: Hybrid, Blended Learning Model
2. Locations: Campus, remote, and externship sites
3. Projected Annual enrollment: 60
4. Program includes 600 hours of classroom education and 160 externship hours for successful completion. College must receive a verified copy of each Participants high school diploma prior to any externship placement as required by the Accrediting Commission of Careers Schools and Colleges (ACCSC).
5. Applicable Student Catalog: https://www.unitekcollege.edu/catalog/california-catalog/

II. Tuition and Fees (books, equipment, etc.)

1. At least seven (7) days prior to the start of each term, Highlands will purchase all required textbooks and equipment required by the program for each enrolled Participant. College will not sell books or equipment directly to any Participant.
2. College shall bill Highlands on the last day of each month based on the number of Participants enrolled at any time in the prior month with payment due within seven (7) days of receipt. Payments shall be allocated as follows:

Date	Payment Schedule
Month 1	12% of Highlands tuition
Month 2	11% of Highlands tuition
Month 3	11% of Highlands tuition
Month 4	11% of Highlands tuition
Month 5	11% of Highlands tuition
Month 6	11% of Highlands tuition
Month 7	11% of Highlands tuition
Month 8	11% of Highlands tuition
Month 9	11% of Highlands tuition

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 28, 2025

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Site Discrepancies

Dear Ms. Warta,

On January 22, 2025, HCCTS received a letter of concern from TRUSD regarding site discrepancies.

On February 27, 2025, I presented the site list comparison document at the quarterly meeting with you and Ryan DiGiulio at TRUSD. This document includes student-occupied sites, physical addresses of HCCTS locations, the specific programs available at each site, lease agreement dates, and other relevant details.

We acknowledge the site errors in our previous MOUs and we have addressed all of them in the attached correspondence below.

If you have any additional concerns, please do not hesitate to contact me.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

#	MOU - Jan. 23, 2024				Nov. 7, 2024				ENROLLMENT - 1/23/24	
	STUDENT OCCUPIED SITES	PHYSICAL ADDRESS	HCCS	CICA	CURRENT	SITE NAME	NOTES	LEASE, MOU or AGREEEMENT DATES	HCCS	CICA
1	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	03.01.23 - 06.28.24		
2	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	**X**	HCCS ONLY	24th Ave.		11.13.18 - 06.30.28		**NONE**
3	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X		HCCS ONLY	65th St.		6.01.19 - 06.30.25		
4	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	**X**		ADMIN	Boxwood St.		12.01.22 - 02.29.28	**NONE**	
5	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.23 - 06.28.24		
6	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.23 - 06.28.24		
7	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	X	EXTERNAL CTE HCCTS	Asher		08.22.2016 - Present		
8	Auburn	4441 Auburn Blvd, Suite H & M Sacramento, CA 95841	X	X	HCCTS	Auburn Blvd.	COMBINED INTO ONE ADDRESS	03.01.23 - 04.30.26		
9	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X	HCCTS	Auburn Blvd.				
10	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	**X**	**X**	**CLOSED**	N/A	HCCTS Board approved closure of site on November 7, 2024.	07.01.23 - 06.30.24	**NONE**	**NONE**
11	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X		HCCS	Capitol Mall	COMBINED INTO ONE ADDRESS	01.01.21 - 09.30.27		
12	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X		HCCS ONLY	Center Pkwy.		7.01.23 - 06.30.25		
13	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X		HCCS ONLY	College Oak Dr.	CORRECT ADDRESS: **4541** COLLEGE OAK - MATCHES LEASE	7.01.23 - 06.30.25		
14	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X	HCCTS	Las Palmas Ave.		07.01.22 - 06.30.23; Currently month-to-month		
15	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	**X**		CICA ONLY	Marysville Blvd.		7.01.23 - 06.30.25	**NONE**	**13**
16	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X		HCCS ONLY	Edison Ave.		07.01.21 - 08.30.24; Currently month-to-month		
17	Fair Oaks	2300 Fair Oaks Blvd., Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center)	X	X	INTERNAL CTE HCCTS	Fair Oaks Blvd.	COMBINED INTO ONE ADDRESS	09.01.20 - 08.31.26		
18	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	**X**	X	CICA ONLY	Florin Rd.		03.01.22 - 02.28.24; Currently month-to-month	**NONE**	
19	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X		HCCTS	Folsom Blvd.	COMBINED INTO ONE ADDRESS (10013 & 10017)	07.01.19 - 08.30.23, Currently month-to-month for 10017 Folsom; 01.01.25 - 6.30.2031 for 10013 Folsom		
20	Folsom 2	9555 Folsom Blvd, Suites E, F, H Sacramento, CA 95827	X		CLOSED	N/A	On November 14, 2024, HCCTS sent a letter to TRUSD regarding the sites transfer.	07.01.22 - 11.30.24		
21	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	X	EXTERNAL CTE HCCTS	Westminster Ave.	ALSO ADVANCED BEAUTY COLLEGE	09.01.22 - 06.30.2024; Currently month-to-month		
22	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X		HCCS ONLY	Euclid St.		10.09.23 - 02.28.25		
23	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X	HCCTS	Grand Ave.	CTE SITE	07.01.23 - 06.30.27		
24	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X		HCCS ONLY	Hemlock St.		7.01.23 - 06.30.25		
25	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X		HCCS ONLY	Foothill Farm		10.01.23 - 09.30.25		
26	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X		HCCS ONLY	Hillsdale Blvd.	COMBINED INTO ONE ADDRESS.	08.03.22 - 09.30.27		
27	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	**X**	HCCS ONLY	Hillsdale Blvd.		08.03.22 - 09.30.27		**NONE**
28	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X		HCCS & CICA	Howe Ave.		08.01.17 - 03.31.27		**715**
29	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	**X**	HCCS ONLY	Hurley Way		07.16.21 - 07.15.24; Currently month-to-month		**NONE**
30	Industrial Pkwy.	8180 Industrial Pkwy, Sacramento, CA 95824	X	X	INTERNAL CTE HCCTS	Industrial Pkwy.	CTE SITE	07.01.18 - 09.30.28		
31	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X	CICA ONLY	Jackson Rd.		07.01.19 - Ongoing In effect unless terminated		
32	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X	CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.22 - 04.30.24		
33	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X	CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.22 - 04.30.24		
34	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X		HCCS ONLY	Larkspur Ln.		02.01.20 - 02.28.22; Currently month-to-month		
35	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X		HCCS ONLY	Fulton Ave.	COMBINED INTO ONE ADDRESS	07.01.23 - 06.30.26		
36	Maple	3301 37th Avenue, Sacramento, CA 95824	X		HCCS ONLY	37th Ave.		Month-to-month		
37	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X	HCCTS	Franklin Blvd.		08.15.16 - 06.30.28		
38	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X	HCCTS	Marconi Ave.		05.01.23 - 04.30.28		
39	Marysville	715 C Street, Marysville, CA 95901	X	X	HCCTS	C St.		07.01.19 - 06.30.28		
40	Marysville 2	1431 C St, Marysville, CA 95901	X		CLOSED	N/A	Email sent to TRUSD on January 14, 2025 regarding the closure of this site.	05.01.23 - 11.30.24		
41	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X		HCCS ONLY	Palm St.		04.01.18 - 06.30.24; Currently month-to-month		
42	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X		HCCS ONLY	Luce Ave.		11.01.21 - 06.30.24; Currently month-to-month		
43	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X		HCCS ONLY	Bruceville Rd.	COMBINED INTO ONE ADDRESS	01.01.22 - 09.30.25		
44	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	**X**	HCCS ONLY	Bruceville Rd.		09.01.22 - 12.31.25		**NONE**
45	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X		HCCS & CICA	Hayes Ave.	Scott Leaman visited the site as part of the TRUSD oversight for CICA.	7.01.23 - 06.30.25		**9**
46	O Street	1326 O Street, Sacramento, CA 95814	**X**	X	CICA ONLY	O St.		08.15.23 - 08.15.33	**NONE**	
47	Oak Park	2520 33rd St, Sacramento, CA 95817	X		HCCTS	33rd St.	CTE SITE	07.01.21 - 06.30.28		**267**
48	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X		HCCTS	Old Auburn Road	While the lease started in January 2024, instruction began in April 2024	01.01.24 - 12.31.28		**48**
49	Oxnard	328 West Third Street, Oxnard, CA 93030	X		HCCS ONLY	West Third St.		12.01.22 - 11.30.25		
50	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X		HCCS ONLY	South A St.		01.01.24 - 12.31.26		
51	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	**X**	X	CICA ONLY	Rosemont	WOMEN'S SHELTER	07.01.23 - 06.30.24; Currently month-to-month	**NONE**	
52	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X		HCCS ONLY	Rumrill Blvd.		07.01.22 - 06.30.27		
53	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	**X**		CICA ONLY	Seavey Circle	Scott Leaman visited the site as part of the TRUSD oversight for CICA.	10.24.17 - Present	**NONE**	**89**
54	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X		CLOSED	N/A	On June 17, 2024, TRUSD sent HCCTS a letter of concern regarding the South Lake Tahoe lease because HCCTS had a lease agreement but no teacher and no students enrolled. HCCTS sent TRUSD a letter on July 23, 2024, related to the South Lake Tahoe location.	12.01.23 - 11.30.24		
55	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X		HCCS ONLY	S St.		07.01.17 - 06.30.28		
56	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X	HCCTS	Todhunter Ave.		07.01.17 - 06.30.28		
57	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X		HCCS ONLY	Clark Ave.		09.01.21 - 09.30.24		
	Peacekeeper Way	3237 Peacekeeper Way, McClellan, CA 95652	X		HCCS ONLY	Peacekeeper Way	On June 5, 2024 an email was sent to Sharilyn Warta regarding Peacekeeper	11.22.24 - 2.22.28		
	Federico	1515 Sports Drive., Sacramento, CA 95834	X	X	EXTERNAL CTE HCCTS	Federico	NOT LISTED	01.13.23 - 06.30.25		
	Mixed	5950 Florin Rd., Sacramento, CA 95823	X	X	EXTERNAL CTE HCCTS	Mixed	NOT LISTED	06.22.22 - Present		
	Unitek	4330 Watt Ave., Sacramento, CA	X	X	EXTERNAL CTE HCCTS	Unitek	NOT LISTED	7.24.23 - Present		

Yellow means incorrect info submitted by HCCTS

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 21, 2025

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Peacekeeper Site Updates

Dear Ms. Warta,

On February 27, 2025, I met with you and the following attendees during the TRUSD/ HCCTS quarterly meeting:

- Sharilyn Warta, Project Manager
- Ryan DiGiulio, Chief Business Official
- Mayra Valdivia, Deputy Director
- Melissa Roberson, Director of Accountability

During this meeting, we discussed the situation at HCCS regarding our locations at McClellan Park and our move to Peacekeeper. I explained that the relocation from the McClellan 1 and McClellan 2 locations was necessary due to the expiration of our lease agreements, as Cal Fire was set to take over the previous space. MP Holdings LLC, the lessor, informed HCCTS of another available facility at 3237 Peacekeeper Way, Suite 202 McClellan Park, CA 95652, that we could utilize to accommodate our staff and students.

HCCTS requests TRUSD to approve the following:

- The temporary relocation of students from McClellan 1 & 2 to a new location located at 3237 Peacekeeper Way, Suite 204a McClellan Park, CA 95652
- The permanent relocation of students from McClellan 1 & 2 to 3237 Peacekeeper Way, Suite 202 McClellan Park, CA 95652

HCCTS requests TRUSD to determine if these relocations constitute a material revision to the charter. If so, HCCTS will work in collaboration with YM&C to draft the material revisions and send them to you for your consideration.

Attached below are the 30-day notices regarding McClellan 1 and McClellan 2 and the floor plan of the temporary space at the Peacekeeper site.

If you have any additional concerns, please do not hesitate to contact me.

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

NOTICE OF TERMINATION OF TENANCY

TO: Rich Henning
133 Grand Ave.
Sacramento, CA 95838

AND ALL OTHER PERSONS OR ENTITIES IN POSSESSION

NOTICE IS HEREBY GIVEN that your tenancy on the premises located at 3202 Palm Ave. Bldg. 826, Sacramento, California 95652is terminated at the end of the thirty (30) day period following service of this Notice on you, or April 18, 2025, (date at least 30 days after notice is served), whichever is later. You must vacate the premises on or before that date or you will be guilty of unlawful detention of the premises.

This Notice is given pursuant to the provisions of section 1946 of the California Civil Code.

If you fail to deliver up possession of the premises within the 30-day period, legal proceedings will commence against you to recover possession and to recover a judgment for treble damages for each day you hold possession beyond the 30-day period.

Rent in the amount of $1,824.00 is due and payable for the period April 1, 2025, through April 18, 2025.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Dated: March 17, 2025

Wanda Thompson

Vice President of Property Management

By: Wanda Thompson
Wanda Thompson

3140 Peacekeeper
McClellan, California 95652
(916) 965-7100

cc: FEDERAL EXPRESS OVERNIGHT DELIVERY AND FIRST CLASS MAIL

McCLELLAN
PARK

March 17, 2025

Highlands Community Charter School
Attn.: Rich Henning, Director of School Services
1333 Grand Ave.
Sacramento CA 95838

Delivered Via Certified Mail and Email: rich.henning@hccts.org

RE: 30 Day Termination Notice
Building 242, 5411 Luce Ave., McClellan CA

Dear Mr. Henning:

In accordance with the lease agreement for the above referenced location, please accept this letter as Landlords 30 Day Notice to Terminate per Section 25. Please ensure the building area is fully vacated by April 16, 2025.

You are a valued tenant in the Park and we look forward to future discussions.

Best,

Jennifer Lewis
Vice President Leasing & Property Management

3140 Peacekeeper Way | McClellan, California 95652
Main: (916) 965.7100 Cell: (916) 873.3005
jlewis@mcclellanpark.com
www.McClellanPark.com

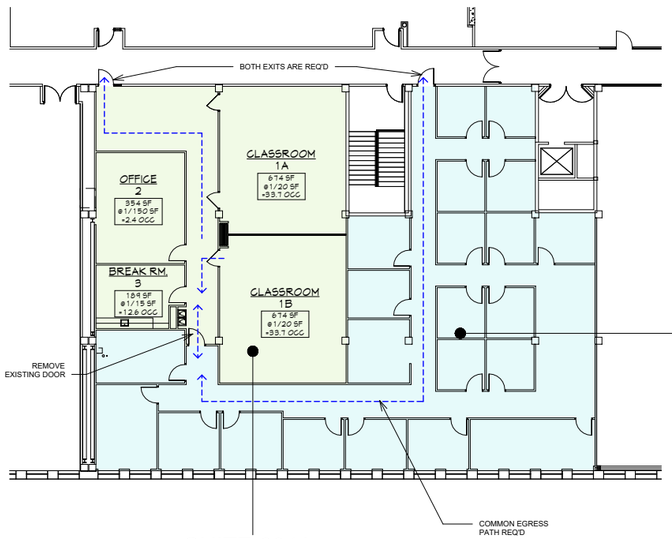

BUILDING 200 - SECOND FLOOR, SUITE 204

NORTH

SCALE: 1/16" = 1'-0" AT 11 x17

FEBRUARY 14, 2025

C H & D
calpo hom & dong
ARCHITECTS
2120 20TH STREET, SUITE ONE
SACRAMENTO, CALIFORNIA 95818
TELE. 916.446.7741 FAX 916.446.0457

NOTE: AREAS ARE BASED ON ARCHITECT'S GRAPHICAL ESTIMATE. SPACES HAVE NOT BEEN FIELD VERIFIED.

TwinRivers
UNIFIED SCHOOL DISTRICT

Board of Trustees

Basim Elkarra
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Stacey Bastian
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Michael Baker
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Sharon Reichelt
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Rebecca Sandoval
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Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 23, 2025

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern/Request for Information - Site Location Discrepancies
TRUSD Reply to HCCTS' 02/27/25 Response

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with the approved HCCS and CICA Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and laws applicable to charter schools.

On October 3, 2024 the District sent a Notice of Concern/Request for Information regarding the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval". HCCTS responded to the District Notice on November 14, 2024. On January 22, 2025 the District replied to HCCTS' November 14 response.

HCCTS responded to the District's Reply during a meeting with the District on February 27, 2025, followed by email communication on that same date. Outlined below are the District's findings and additional actions required based on our analysis of HCCTS' past communications regarding this matter.

MOU Amendment No. 3 Discrepancies (Students Not Present Sites)

- HCCTS states that MOU Amendment No. 3 executed on January 11, 2024 ("MOU Amendment No. 3"), has incorrect information due to inadvertent data entry errors made by HCCTS staff at the time the amendment was drafted. Specifically, HCCTS represents that the following sites are non-student sites and that MOU Amendment No. 3 does not accurately reflect which charter schools operate at each site.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

Address	HCCTS Response
24th St. (Previously 24th (St. Anne's)), 7720 24th Street, Sacramento, CA 95832	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
Hurley Way (Previously Hurley), 3205 Hurley Way, Sacramento, CA 95864	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
Rosemont (Saint John's), 8401 Jackson Road, Sacramento, CA 95826	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Florin Rd, 3801 Florin Road, Suite 107, Sacramento, CA 95823	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Hillsdale Blvd. (Previously Hillsdale), 5655 Hillsdale Blvd, Sacramento, CA 95842	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
O Street, 1326 O Street, Sacramento CA 95814	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Bruceville Rd. (Previously North Laguna 2), 8211 Bruceville Rd, #115 and #125 Sacramento, CA 95823	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- Since the errors made regarding the seven (7) above-listed sites pertain to locations where students are not present, the District has determined that it is not necessary for HCCTS to submit a Material Revision request to address these changes. However, the District has determined that an amendment to MOU Amendment No. 3 will be needed to address these discrepancies.

Action Required:

- HCCTS needs to cooperate with the District in the amendment process and ensure that all sites/locations are accurate.

Address Correction

- HCCTS communicated that the College Oak (SALAM) street number of 4545 College Oak Drive is incorrect in the MOU Amendment NO 3 and explained that the lease lists 4541 College Oak Drive.

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- The District has determined that an amendment to MOU Amendment No. 3 will be needed to address this error.

Action Required:

- HCCTS needs to cooperate with the District in the amendment process and ensure that all sites/locations and addresses are accurate.

Closed Locations

- HCCTS has communicated that the following either (8) locations have been closed:

1. 12th Street, 701 12th Street, Suite 203, Sacramento CA 95814
2. ARI Elder Creek (ARI South) 6270 Elder Creek Road, Sacramento, CA 95824
3. ARI Sunrise (ARI North), 5750 Sunrise Blvd., #100 Citrus Heights, CA 95610
4. Bowling ,7171 Bowling Dr., #1120, Sacramento CA 95823
5. Lao Family – Oakland 2, 8480 Edes Ave., Oakland, CA 94621
6. Lao Family – Oakland, 2325 East 12th St., Oakland, CA 94601
7. Marysville 2, 1431 C St., Marysville, CA 95901
8. S. Lake Tahoe, 1041 Lyon Ave, South Lake Tahoe, CA 96150

District Findings:

- The above-listed locations were included in MOU Amendment No. 3 for CICA and/or HCCS and have been closed as outlined in past correspondence from HCCTS.

- No further action is required for the above-mentioned eight (8) locations.

MOU Amendment No. 3 Discrepancies (Students Present Sites)

- HCCTS states that MOU Amendment No. 3 has incorrect information due to inadvertent data entry errors made by HCCTS staff at the time the amendment was drafted. Specifically, HCCTS represents that the following sites are student sites, but the MOU Amendment No. 3 does not accurately reflect which charter schools operate at each site.

Address	HCCTS Response

33rd St. (Previously Oak Park), 2520 33rd St, Sacramento, CA 95817	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Hayes Ave. (Previously Norwood), 431 Hayes Avenue, Sacramento, CA 95838	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Howe Ave., 1111 Howe Avenue, Sacramento, CA 95825	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Old Auburn Rd. (Previously Old Auburn), 7817 Old Auburn Road, Citrus Heights, CA 95610	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Fair Oaks Blvd. (23X Studio and Wellness Center) (Previously Fair Oaks), 2310 Fair Oaks Blvd, Sacramento, CA 95825	This address is listed as an "Internal CTE Site", which HCCTS has indicated may be used by both CICA and HCCS students. This location is approved for HCCS students only.
Folsom Blvd., 10017 Folsom Blvd, Sacramento, CA 95827	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Marysville Blvd., (Previously Del Paso 2), 3730 Marysville Blvd., Sacramento CA 95838	HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.
SHRA – Marina Vista, 30 Seavey Circle, Sacramento, CA 95818	HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- Since the errors made regarding the eight (8) above-listed sites pertain to locations where students are present, the District requires evidence that the facilities were secured for the programs prior to January 2024.

Action Required:

- For the CICA sites excluded from MOU Amendment No. 3 where HCCTS represents students are present, provide fully executed copies of the lease agreement which lists CICA or HCCTS as the lessee. The District will review the documentation to see if the lease pre-dates the January 2024 MOU Amendment No. 3. Please note that lease agreements listing HCCS as the lessee for CICA sites will not be acceptable as that excludes CICA.

Non-Student Sites/Location Discrepancies

- HCCTS represents that the following sites are non-student sites and are utilized for both HCCS and CICA.
    - **9th Ave.** (Previously San Diego) 406 9th Avenue, Suite 310, San Diego, CA 92101
    - **American River Dr.** (Previously American River) 3600 American River Dr., # 280, Sacramento, CA 95864
    - **Arden Way** (Warehouse/Receiving) (Previously Arden) 901 Arden Way, Sacramento, CA 95815
    - **Boxwood St. (23X Studio) (Previously Arden 2)** 2260 Boxwood Street, Sacramento, CA 95815
    - **Capitol Mall,** 555 Capitol Mall, # 1275,725, 735, 550 Sacramento, CA 95814
    - **Edison Ave.,** 2300 Edison Ave., Sacramento CA 95821

District Findings:

- The District finds that the six (6) above- listed locations were not included in the MOU Amendment No. 3 for both CICA and HCCS.
- While the addition of a non-student site does not necessarily require a Material Revision of the HCCS or CICS Charter(s), MOU Amendment No. 3 clearly states "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
- The District finds that HCCTS did not comply with this MOU Amendment No. 3 requirement.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the above-listed non-student site changes, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the locations. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

External CTE Programs: No Facility Use

- HCCTS represents that the following locations are "External CTE sites" where HCCTS partners with outside organizations at the partner's locations to provide CTE programs for HCCS and CICA students. These External CTE locations/partners include:
    - **Federico Beauty Institute** - 1515 Sports Drive, Sacramento 95834
    - **Mixed Institute of Cosmetology & Barber** - 5950 Florin Rd., Sacramento, CA 95823
    - **Unitek College** - 4330 Watt Ave., Sacramento, CA 95660

District Findings:

- **Federico Beauty Institute**
  - The MOU is between HCCTS and the Federico Beauty Institute.
  - The MOU has no mention of any facility use. It states that the purpose of the MOU is to document the arrangement and agreement between parties regarding ***educational services*** provided to HIGHLANDS' students by FEDERIC…
  - The MOU is missing the date of Murdock Smith's signature.

- **Mixed Institute of Cosmetology & Barber**
  - The MOU is between HCCTS and the MIXED Institute.
  - The MOU has no mention of any facility use. It states that the parties desire to enter into the MOU to document the arrangement between the parties regarding "educational services provided to Highlands' students…"

- **Unitek College**
  - The MOU is between HCCS and Unitek, which excludes CICA.
  - The MOU says it is effective as of the dates of the last signature, but HCCTS did not provide the District with a fully executive copy of the MOU as it is missing one of the dates for a signatory.
  - The MOU does not mention any facility use which the District takes this to mean it is an arrangement for educational services only.

Action Required:

- **Federico Beauty Institute**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.
  - HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.
  - HCCTS should provide a copy of the fully executed MOU, which includes the date with Mr. Smith's signature.

- **Mixed Institute of Cosmetology & Barber**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.
  - HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.

- **Unitek College**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.

- HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.
- The MOU should be updated to include CICA students as the current agreement is with HCCS, excluding CICA.
- Provide the District with a fully executive copy of the MOU.

External CTE Programs: Facility Use Agreement

- HCCTS represents that the following locations are "External CTE sites" where HCCTS partners with outside organizations at the partner's locations to provide CTE programs for HCCS and CICA students. These External CTE locations/partners include:
  - **Asher College** - 1215 Howe Ave., # 101, Sacramento, CA 95834
  - **Advance Beauty College** - 10121 Westminster Ave., Garden Grove, CA 92843

District Findings:

- **Asher College**
  - The MOU is between Highlands Community Charter School and the Landlord. This excludes operations for CICA at the location.
  - The District has reviewed the Enrollment Reports for CICA for the 2024-25 school year and found evidence that CICA students are enrolled at the 1215 Howe Avenue location.
  - MOU Amendment No. 3 clearly states "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
  - The District finds that HCCTS did not comply with the terms of MOU Amendment No. 3.

- **Advance Beauty College**
  - The MOU is between Highlands Community Charter School and the Landlord. This excludes operations for CICA at the location.
  - The District has reviewed the Enrollment Reports for CICA for the 2024-25 school year and noted that there are currently no CICA students enrolled at the "Westminster" location. Therefore, CICA has not violated the terms of the MOU Amendment No. 3 for this location.
  - The District finds that this location does not fit the description provided by HCCTS for "External CTE" programs. The MOU states that use of the property is for *"...sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs"*. The District interprets this to mean that HCCTS is providing instruction at the location and that it is therefore not an "External" program.

Action Required:

- **Asher College**
  - To prevent further corrective actions, the District requires that HCCTS submit a written request, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the locations. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.
  - HCCTS should remove this location as a "External CTE" program for two reasons:
    - HCCTS states that External CTE programs are available to both CICA and HCCS students. This location is not approved for CICA.
    - The MOU states that the Charter school has agreed to a "joint-use" agreement which indicates that HCCTS is providing instruction at the location and therefore excludes the location as an "External" program.

- **Advance Beauty College**
  - If HCCTS desires to add this as a location for CICA, HCCTS must follow the terms of the MOU and submit *a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
  - HCCTS should remove this location as a "External CTE" program for two reasons:
    - HCCTS states that External CTE programs are available to both CICA and HCCS students. This location is not approved for CICA.
    - HCCTS is providing instruction at the location and therefore excludes the location as an "External" program.

Combined Folsom Locations

- HCCTS represents that they added a location at 10013 Folsom Blvd, Sacramento CA and "combined" this new facility with the existing facility at 10017 Folsom Blvd., Sacramento CA when the Folsom 2 location at 9555 Folsom Blvd, Sacramento, CA 95827 was closed.
- HCCTS enrollment reports show that students are present at this site used for both HCCS' and CICA's education program operations.

District Findings:

- The District finds that this change in location was no approved prior to establishment of operations.
- While the expansion to a building on the same lot as an existing, approved site does not necessarily require a Material Revision, MOU Amendment No. 3 clearly states: "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information*

regarding the proposed change(s)..." This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"

- The District finds that HCCTS did not comply with the terms of MOU Amendment No. 3.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the above-listed change, including relevant background information regarding the change, lease agreements, budgetary documentation, and a description of the operations established at the location(s). Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

Combined Locations at Same Address

- HCCTS indicated that they are combining the two Auburn locations at 4441 Auburn Blvd., Sacramento CA into a single location.
- HCCTS indicated that they are combining the locations at 555 Capitol Mall, Sacramento, CA into a single location.
- HCCTS indicated that they are combining the locations at 8211 Bruceville Road, Sacramento, CA into a single location.
- HCCTS indicated that they are combining the locations at 5655 Hillsdale, Blvd., Sacramento CA into a single location.

District Findings:

- The District will allow the above-listed changes since it is our understanding that these are not new sites, but combining multiple suites and/or building numbers at the same physical address.
- This change will need to be reflected/clarified as part of the future Amendment to the MOU.
- No immediate further action required at this time.

Combined Fulton Ave. Locations

- HCCTS represents that they wish to combine the location at 1100 Fulton Ave., Sacramento CA with the location at 1050 Fulton Ave., Sacramento CA into a single site.

District Findings:

- While these two sites are located very close to each other, they are not on the same property or in the same building.

Action Required:

- HCCTS needs to submit a written request for approval of this change, including relevant background information regarding the changes, lease agreements, budgetary

documentation, and a description of the operations established at the combined site. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

Combined Edison Avenue with Fair Oaks Blvd.

- HCCTS indicates they wish to combine the Edison (St. Matthew's) location at 2300 Edison Ave., Sacramento, CA with the Fair Oaks location at 2310 Fair Oaks Blvd., Sacramento, CA 95821.

District Findings:

- According to an online map search, these two addresses are approximately 4 miles apart.
- The District does not agree with this change and will keep the addresses separate.

Action Required:

- HCCTS should not combine the two sites in any documentation or communications.
- HCCTS should update this change with the HCCTS Board of Trustees to ensure the Board has up-to-date and accurate information regarding the sites that HCCTS oversees.

"Replacement" Sites – McClellan and McClellan 2 Sites

- HCCS has ceased operations at 3144 Palm St., McClellan Park, CA 95652 and has relocated to 3237 Peacekeeper Way, McClellan Park, CA 95652.
- HCCTS has stated that they do not consider this a "new" location as the lessor, McClellan Park would not renew the lease.
- HCCTS represents that the change does not require the organization to follow the process outlined in MOU Amendment No. 3 to add a facility as they consider this a "replacement" facility.
- Similarly, HCCTS has stated that the McClellan Park lessors are not renewing the lease at 5411 Luce Ave., McClellan Park, CA 95652 and that the organization is planning to relocate this site to another location (not yet determined/identified). HCCTS represents that they will also consider this change a "replacement" facility.

District Findings:

- The MOU Amendment No. 3 includes both of the following HCCS sites:
  - **McClellan** - 3144 Palm Street, Building 826, McClellan Park, CA 95652
  - **McClellan 2** - 5411 Luce Ave, Unit 242, McClellan, CA 95652
- The District finds that the change to the 3237 Peacekeeper Way, McClellan Park, CA 95652. location was not approved prior to establishment of operations.
- The term "replacement" facility is not used in Education Code or the MOU Amendment No. 3.
- The situation described by HCCTS is addressed in the MOU Amendment No. 3 by the following statement: "If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary

documentation, and a description of the operations to be established at the location(s)." This is necessary for the District to determine "whether the proposed change(s) constitutes a material revision requiring District Board approval."
The MOU Amendment No. 3 obligations referenced above, expressly applies to a situation where HCCTS is moving any of its existing location(s).

- The District finds that HCCTS did not comply with this the terms of MOU Amendment No. 3 requirements when establishing operations at the 3237 Peacekeeper Way site.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the 3237 Peacekeeper Way, McClellan Park location, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the location. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve this change.
- Comply with the terms of the MOU Amendment No. 3 regarding moving the current McClellan 2/Luce Ave. site to any new location, including the referenced new Peacekeeper location.

Proposed for Closing

HCCTS has indicated that the following locations are "proposed" for closing.

1. El Camino, 4813 El Camino Ave., Suites A and B, Carmichael, CA 95608
2. Fair Oaks 2, 6110 Fair Oaks Blvd., Unit A, Carmichael CA 95608

Action Required:

- Please inform the District at least 30-days before the final date of operations.
- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the sites to be closed will now be housed/enrolled and include information about how students will be accommodated at that existing site(s).
- Provide Board agenda/minutes indicating the closure were approved by the HCCTS Board.

Please provide the information and records responsive to this request by **5:00 PM on Friday, May 23, 2025**. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:

TRUSD Notice of Concern/Request for Information dated October 16, 2024
HCCTS Response dated November 14, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

Exhibit D

Violation of Law: 2023-24 Annual Audit Report

From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:32:19 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Friday, November 22, 2024 5:08 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652

Mailing address:
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From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

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Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, November 22, 2024 2:11 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

CAUTION! This email originated from outside the California Department of Education. Be careful of links and attachments.

Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
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(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, November 21, 2024 2:29 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>
Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

11/20/24

Subject: HCCTS Audit Extension Request

Dear Kate Ingersoll,

Due to the number of active audit engagements and requests being fielded by our office we would like for formally request a 30-day extension to our December 15th deadline for the submission of our 2023-2024 audit report. We will continue to work with our Independent audit firm, Edie Bailly, to ensure the timeliness of this report.

Thank you for your consideration.

Sincerely,

Matthew Lemos, Chief Business Official

From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:35:02 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

On Tue, Jan 14, 2025 at 8:36 AM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Thank you, Kate.
>
> As I receive updates from our auditors, I will be sure to notify you as well.
>
> On Mon, Jan 13, 2025 at 7:34 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hi Matthew,
> >
> > The extension request for an additional 30 days (through 2-15-25) is approved. Thank you.
> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services

Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
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Sent: Monday, January 13, 2025 7:20 PM
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Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I met with our audit team at Edie Bailly, and they informed me they are done re-reviewing our FY23 data and are still about 2 weeks out from having our FY24 report ready. I would like to request an extension until February 15th to ensure they have the bandwidth to complete the report properly. I can also write an additional letter if needed.

My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
>
> Thank you! I will make a note in our database.
>
> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800

Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

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Sent: Friday, November 22, 2024 5:08 PM
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Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
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Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

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Sent: Friday, November 22, 2024 2:11 PM
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Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

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Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
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Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
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Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:58:38 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, February 21, 2025 10:08 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Report Suspicious

Kate,

I spoke with the senior auditor on the engagement last night; he informed me that due to unforeseen turnover at their national office, it had been delayed until next week. I have been and will continue to check in with them daily for any updates, but the promise given to me was next Friday at the latest.

On Fri, Feb 21, 2025 at 9:15 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

Good morning,

I am checking in on the ETA for HCCTS's 23-24 Independent Audit report. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:

3222 Winona Way, North Highlands, CA 95660

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

On Tue, Jan 14, 2025 at 8:36 AM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Thank you, Kate.
>
> As I receive updates from our auditors, I will be sure to notify you as well.
>
> On Mon, Jan 13, 2025 at 7:34 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hi Matthew,
> >
> > The extension request for an additional 30 days (through 2-15-25) is approved. Thank you.
> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services
> > Twin Rivers Unified School District
> >
> > *Physical address:*
> > 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> > *Mailing address:*
> > 3222 Winona Way, North Highlands, CA 95660
> >
> > KATE.INGERSOLL@TRUSD.NET

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Monday, January 13, 2025 7:20 PM
To: LEAAudits <LEAAudits@cde.ca.gov>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I met with our audit team at Edie Bailly, and they informed me they are done re-reviewing our FY23 data and are still about 2 weeks out from having our FY24 report ready. I would like to request an extension until February 15th to ensure they have the bandwidth to complete the report properly. I can also write an additional letter if needed.

My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
>
> Thank you! I will make a note in our database.
>
> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800
> Sacramento, CA 95814
> Phone: 916-323-6028
> Fax: 916-327-6157
> tholmes@cde.ca.gov
> https://www.cde.ca.gov/
> https://www.cde.ca.gov/fg/au/ag/
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Friday, November 22, 2024 5:08 PM

To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

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From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, November 22, 2024 2:11 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

CAUTION! This email originated from outside the California Department of Education. Be careful of links and attachments.

Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652

Mailing address:
3222 Winona Way, North Highlands, CA 95660

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, November 21, 2024 2:29 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>
Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 8:58:59 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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(916) 566-1600 ext. 31112

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, February 27, 2025 1:52 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Jonathan Clement <Jclement@eidebailly.com>
Subject: HCCTS 23-24 Audit

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Kate,

We received an update from the audit team that our draft is expected to be ready tomorrow.

I have included Jonathan Clement, Senior Manager, in our engagement in this thread to provide direct updates.
--

Matthew Lemos
Chief Business Official

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 8:59:31 AM
Attachments: [redacted]

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Jonathan Clement <jclement@eidebailly.com>
Sent: Friday, February 28, 2025 8:43 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>
Subject: Re: HCCTS 23-24 Audit

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Hello,

@Matthew Lemos thank you for adding me to the update.

As previously mentioned by Matthew, our target was to have a draft by today (2/28), and unfortunately, we will not meet that deadline. The Highlands team has provided us with all of our final requests; however it has taken more time that anticipated to finalize everything on our end. For a realistic timeline, we can expect to have a draft Tuesday or Wednesday next week and final issuance shortly after that.

I appreciate all of your patience and consideration as we work to finalize the report. If anything is

needed please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

T 909.755.2756

C 818.425.2386

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Connect with me on LinkedIn

www.linkedin.com/in/jonathanclementcpa



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eidebailly.com

Independent member of HLB – the global advisory and accounting network.

From: Bill McGuire <bill.mcguire@hccts.org>
Sent: Thursday, February 27, 2025 4:06 PM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <jclement@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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I talked to Jerry Simmons from YMC this afternoon, and they have not gotten their letter to the auditors yet, as it is still being reviewed.

Thanks
Bill

On Thu, Feb 27, 2025 at 1:52 PM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Kate,
>
> We received an update from the audit team that our draft is expected to be ready tomorrow.
>
> I have included Jonathan Clement, Senior Manager, in our engagement in this thread to provide direct updates.
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> **Matthew Lemos**
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> *Chief Business Official*
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> **W:** hccts.org

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--

Bill McGuire

Executive Director

A: 555 Capitol Mall, Suite 550, Sacramento, CA 95814

P: 916.844.2283

W: hccts.org

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 9:00:31 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
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(916) 566-1600 ext. 31112

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From: Jonathan Clement <jclement@eidebailly.com>
Sent: Friday, March 14, 2025 9:07 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Scott Gustafsson <sgustafsson@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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Kate,

I hope this finds you well!

In wanting to keep you updated regarding the 23-24 audit status, the process has taken longer than expected, which is on our end, and Highland has been doing everything they can to assists us during this process. With all the additional external reviews that are still on-going for HCCTS, we are required to consider the impact these reviews have and consult with our National Office and we are working to navigate that process as efficiently as possible. Thank you for your patience with the delay on the audit and we expect to have this completed before the end of the month.

If there are any questions or if anything is needed, please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

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Independent member of HLB – the global advisory and accounting network.

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, February 28, 2025 8:56 AM
To: Jonathan Clement <jclement@eidebailly.com>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>
Subject: RE: HCCTS 23-24 Audit

You don't often get email from kate.ingersoll@trusd.net. Learn why this is important

Thank you for the update.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
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I appreciate all of your patience and consideration as we work to finalize the report. If anything is needed please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

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To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <jclement@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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>
> **Matthew Lemos**



Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838

C: 916-937-1719

W: hccts.org



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Bill McGuire

Executive Director

A: 555 Capitol Mall, Suite 550, Sacramento, CA 95814

P: 916.844.2283

W: hccts.org



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Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 19, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Request for Information – Independent Financial Audit Report

Dear Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to the "end of the month", which the District interprets this to mean March 31, 2025. The District notes the extenuating circumstances, involving multiple audits, which are undoubtably impacting this report and therefore grants this extension request.

Please note any further extensions will not be granted as the report will be more than three (3) months overdue.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than March 31, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 7, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern– 2023-24 Independent Financial Audit Report

Dear. Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On March 19, 2025 the District sent a request for information regarding the 2023-24 independent financial audit report. California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to March 31, 2025. In the District's March 19 letter, HCCTS was notified that any additional extensions would not be granted.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

As of the date of this letter, the District has not received the 2023-24 independent financial report. HCCTS must comply with the action outlined below to prevent further, corrective actions.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than April 18, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure:
District Letter dated March 19, 2025

cc:
Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent, School Leadership, marci.bernard@trusd.net

From: Kate.Ingersoll
To: Matthew Lemos
Cc: Ryan.DiGiulio; Terrie.Rhodes; Bill McGuire; Mark Lutgen; Vireak Chheng; Kat Michiels; Sharilyn.Warta; Melissa Roberson; Diana Gonsalves
Subject: RE: HCCTS - ADA Corrections 22-23
Date: Thursday, April 17, 2025 11:15:44 AM
Attachments: image001.png

Hello Matthew,

TRUSD has CICA & HCC's 22-23 P-2 Corrections for AN R3 to certify and move forward to SCOE and then CDE.

I have agreed the CDE PADC to the Attendance Summary reports. Additionally for CICA, I have confirmed the ADA reduction for the Independent Study ratio excess. All items agree to supporting reports. TRUSD will move both CICA & HCC's 22-23 P-2 Corrections for AN R3 forward to SCOE.

I know CDE does not require a P1 ADA revision but what about PAnnual for 22-23?

When should we except the 23-24 ADA revisions and also 24-25's P2 ADA. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Monday, April 14, 2025 8:39 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Terrie.Rhodes <Terrie.Rhodes@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Mark Lutgen <mark.lutgen@hccts.org>; Vireak Chheng <vchheng@charterimpact.com>; Kat Michiels <kmichiels@charterimpact.com>; Sharilyn.Warta <Sharilyn.Warta@trusd.net>; Melissa Roberson <melissa.roberson@hccts.org>; Diana Gonsalves

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 21, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC - 2023-24 Independent Financial Audit Report

Dear Mr. DiGiulio,

On April 7, 2025, HCCTS received a notice of concern regarding the independent financial audit report for the 2023-24 school year.
HCCTS is fully committed to completing and submitting the audit report as quickly as possible.

In March 2025, the State Controller's Office began a review of Eide Bailly's 2022-23 HCCTS Audit, and for this reason, HCCTS's independent financial audit report was paused.

In April 2025, Eide Bailly resumed the final review of workpapers and the final drafting of the report following the recommendations of the State Controller's Office and the State Auditor's Office.

Based on Eide Bailly's timeline, a final draft will be available by the end of next week, with final review and approvals completed during the week of April 28th. Upon receipt of the final draft, we will submit it to TRUSD no later than May 5, 2025.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Board of Trustees

Basim Elkarra
President

Stacey Bastian
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Christine Jefferson
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Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 24, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern– 2023-24 Independent Financial Audit Report, May Extension

Dear. Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On March 19, 2025 the District sent a request for information regarding the 2023-24 independent financial audit report. California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to March 31, 2025.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

When HCCTS missed the March 31 deadline, the District sent a follow-up Notice of Concern dated April 7, 2025, which outlined a deadline of April 18, 2025. On April 21, 2025 HCCTS sent the enclosed letter which provided an update on the progress made towards finalizing the 2023-24 audit report. In the April 21 letter, HCCTS explained that in March the State Controller's Office began a review of Eide Bailly's 2022-23 HCCTS Audit, which resulted in a pause of progress. HCCTS explained that Eide Bailly resumed the review in April and informed the District that the final draft would be submitted to the District no later than May 5, 2025.

The District appreciates the update and the summary of actions taken by Eide Bailly and the State Controller's Office. Considering that the HCCS is waiting on an auditor the District agrees to further extend the deadline to May 5, 2025.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than May 5, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure:
District Letter dated March 19, 2025
District Letter dated April 7, 2025
HCCTS Letter dated April 21, 2025

cc:
Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent, School Leadership, marci.bernard@trusd.net

From: Matthew Lemos
To: Jonathan Clement
Cc: Kate.Ingersoll; Melissa Roberson; Bill McGuire; Sharilyn.Warta
Subject: Re: HCCTS Audit Update
Date: Thursday, May 22, 2025 9:45:52 AM

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Report Suspicious

Thank you for the update, Jonathan.

On Thu, May 22, 2025 at 9:31 AM Jonathan Clement <jclement@eidebailly.com> wrote:

> Matthew,
>
> I hope this finds you well!
>
> I wanted to give an update as the date unfortunately keeps moving. Currently the report is under review with our national office, and we expect that to be back to us this week. Once we hear back from our National office, it will take a day to wrap everything up, although it could change, I am anticipating an issue date by the end of next week (May 30).
>
> Thank you for your patience as we work to get this report wrapped up and issued.
>
> Best,
>
> **Jonathan Clement, CPA**
> Senior Manager
> Eide Bailly LLP
> 10681 Foothill Blvd., Ste. 300
> Rancho Cucamonga, CA 91730-3831
>
> C 818.425.2386 | T 909.755.2756Z
>
> What inspires you, inspires us.
> eidebailly.com
>
> *Independent member of HLB – the global advisory and accounting network.*
>
> ---
>
> **From:** Matthew Lemos <matthew.lemos@hccts.org>
> **Sent:** Friday, May 9, 2025 9:31 AM

To: Jonathan Clement <jclement@eidebailly.com>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Melissa Roberson <melissa.roberson@hccts.org>; Bill McGuire <bill.mcguire@hccts.org>; Sharilyn.Warta <sharilyn.warta@trusd.net>
Subject: HCCTS Audit Update

Caution! External Sender: This email originated from outside of the firm. Please Note: Email from 'known' contacts could still be dangerous. Never click links or open attachments without separately verifying with the sender using alternative means

Jonathan,

We have not received our 23-24 audit yet. Can you please provide an updated timeline for our authorizers at TRUSD who are included in this email?

Thank you sir.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719

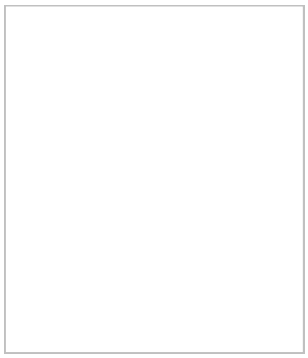

W: hccts.org



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From: Kate.Ingersoll
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:17:44 AM

Good morning Shari,

FYI update since you are not on the emails below.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, May 30, 2025 3:41 PM
To: Keith Smith <KSmith@cde.ca.gov>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; LEAAudits <leaaudits@cde.ca.gov>; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <Jclement@eidebailly.com>; Melissa Roberson <melissa.roberson@hccts.org>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Adding in Jonathan Clement at Eide Bailly who is competing in our independent audit.

Jonathan, can you please provide an update here?

Matthew Lemos
Chief Business Official



A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org



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On Fri, May 30, 2025 at 12:33 PM Keith Smith <KSmith@cde.ca.gov> wrote:

> Hello Kate,
>
> We are expecting the HCCTS K-12 Audit Report sometime today. Please confirm when it will be submitted.
>
> Thanks,
> Keith
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Thursday, May 22, 2025 10:42 AM
> **To:** Keith Smith <KSmith@cde.ca.gov>; LEAAudits <LEAAudits@cde.ca.gov>
> **Cc:** Matthew Lemos <matthew.lemos@hccts.org>; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
> **Subject:** RE: [EXTERNAL] FW: HCCTS Audit Extension Request
>
> Hello CDE,
>
> Per email attached from HCCTS's auditors, the 6-30-24 Independent Audit report should be issued by the end of the month.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Thursday, May 15, 2025 5:25 PM
To: Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Unfortunately not. Please see email received today from their auditors (attached). TRUSD will respond with a formal letter to HCCTS. I'll keep you posted.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Keith Smith <KSmith@cde.ca.gov>
Sent: Thursday, May 15, 2025 3:30 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

Thanks for the voice message and the email update. Are we still on track for delivery of the audit report by tomorrow.

Thanks for your assistance.
Keith

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Monday, May 12, 2025 10:03 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Good morning,

HCCTS and TRUSD received the draft on Friday. HCCTS's auditors say (via email) that the final report will be issued by May 15th. The auditors should have the report to all of the required entities by the end of the week.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, May 9, 2025 3:23 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Katie,

Just checking to see if there is a new status update on HCCTS FY 2023-24 audit report. The extension was granted until Monday, May 5th, 2025, and we (CDE) have not received it.

Please let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, April 25, 2025 9:36 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello CDE,

The following letter was emailed to HCCTS from TRUSD on 4-24-25 at 1:17 PM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary

achievement every day.

From: Kate.Ingersoll
Sent: Monday, April 7, 2025 2:32 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello CDE,

The following letter was emailed to HCCTS from TRUSD on 4-7-25 at 12:17 PM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, March 19, 2025 1:48 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

The following letter was emailed to HCCTS from TRUSD on 3-19-25 at 11:28 AM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Tuesday, March 18, 2025 1:07 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

Thank you for your quick response! Another question, do you know if the reason for the delay is due to the auditor and/or HCCTS? In an email from Matthew Lemos on February 21, he states there was unforeseen turnover at the national office and the audit was delayed for a week. Just wanted to find out if that is still the same reason their audit report is delayed.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800

Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Tuesday, March 18, 2025 10:24 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Tonya,

There is not one yet. Another extension has been requested by HCCTS. TRUSD is currently reviewing to respond to the extension request. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Tuesday, March 18, 2025 10:21 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>

Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Good morning everyone,

My name is Tonya Holmes, and I work in the Categorical Allocations and Audit Resolution Office at the California Department of Education. Do we have an update on the FY 2023-24 audit report for Highlands Community Charter and Technical Schools? Do we have a date as to when it's expected to be completed?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, February 21, 2025 10:18 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Thank you for the update.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, February 21, 2025 10:08 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with the senior auditor on the engagement last night; he informed me that due to unforeseen turnover at their national office, it had been delayed until next week. I have been and will continue to check in with them daily for any updates, but the promise given to me was next Friday at the latest.

On Fri, Feb 21, 2025 at 9:15 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> Good morning,
>
> I am checking in on the ETA for HCCTS's 23-24 Independent Audit report. Thank you.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660
>
> KATE.INGERSOLL@TRUSD.NET
> (916) 566-1600 ext. 31112
>
> *Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

On Tue, Jan 14, 2025 at 8:36 AM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Thank you, Kate.
>
> As I receive updates from our auditors, I will be sure to notify you as well.
>
> On Mon, Jan 13, 2025 at 7:34 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hi Matthew,
> >
> > The extension request for an additional 30 days (through 2-15-25) is approved. Thank you.
> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services
> > Twin Rivers Unified School District
> >
> > *Physical address:*
> > 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> > *Mailing address:*
> > 3222 Winona Way, North Highlands, CA 95660
> >
> > *KATE.INGERSOLL@TRUSD.NET*
> > (916) 566-1600 ext. 31112
> >
> > *Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*
> >
> > ---
> >
> > **From:** Matthew Lemos <matthew.lemos@hccts.org>
> > **Sent:** Monday, January 13, 2025 7:20 PM
> > **To:** LEAAudits <LEAAudits@cde.ca.gov>
> > **Cc:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
> > **Subject:** Re: [EXTERNAL] FW: HCCTS Audit Extension Request
> >
> > Kate,
> >
> > I met with our audit team at Edie Bailly, and they informed me they are done re-

reviewing our FY23 data and are still about 2 weeks out from having our FY24 report ready. I would like to request an extension until February 15th to ensure they have the bandwidth to complete the report properly. I can also write an additional letter if needed.

My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
>
> Thank you! I will make a note in our database.
>
> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800
> Sacramento, CA 95814
> Phone: 916-323-6028
> Fax: 916-327-6157
> tholmes@cde.ca.gov
> https://www.cde.ca.gov/
> https://www.cde.ca.gov/fg/au/ag/
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Friday, November 22, 2024 5:08 PM
> **To:** LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
> **Cc:** Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
> **Subject:** RE: [EXTERNAL] FW: HCCTS Audit Extension Request
>
> Hello,
>
> Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.
>
> Have a great weekend.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157

Exhibit E

Violation of law: Credential Misassignments, Instructional Minutes, WIOA Exclusive Partnership Agreement

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 24, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: CALPADS Reporting Errors 2023-24 TRUSD Reply to February 27, 2025 Response

Dear Ms. Carreon,

On March 24, 2025, HCCTS received a follow-up letter from TRUSD regarding CALPADS reporting errors and the two proposed options for our school type to be selected: change the school type to Adult Education, keep the adult education credentials, and receive adult education funding or keep the traditional K-12 school type, change the credential type to single subject or multi-subject teaching credentials for all teachers, and continue to receive K-12 funding.

HCCTS is a K-12 adult-serving charter school. HCCTS leadership is actively working on the process for our teachers to obtain single-subject or multiple-subject credentials. We are also hiring new teachers who currently hold the appropriate credentials required for K-12 adult-serving schools.

On April 3, 2025, HCCTS presented to the Board of Directors the academic calendar for the 2025-2026 school year. In the proposed calendar, the school will not be in session in July, allowing HCCTS teachers to initiate this process as soon as possible before the start of the 2025-2026 academic year.

HCCTS teachers are currently submitting their official transcripts to the credentialing team at HCCTS for review and evaluation. All teachers are required to submit transcripts by April 11, 2025. HCCTS will utilize the May professional development days on May 5-6, 2025, to make progress on teacher credentialing requirements for a K-12 Adult-serving charter school.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Board of Trustees

Basim Elkarra
President

Stacey E. Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 24, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

Re: CALPADS Reporting Errors 2023-24
TRUSD Reply to February 27, 2025 Response

As the authorizing entity for the Highlands Community Charter School ("HCCS") and the California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with the approved Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and compliance with laws applicable to charter schools.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this letter is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

By email correspondence from the Commission on Teacher Credentialing ("CTC") Assignment Monitoring Program dated December 23, 2024, the District was notified that all HCCTS' exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle would be reflected as *Misassigned* in the final data reported to the California Department of Education ("CDE"). On January 17, 2025 the District sent a notice to HCCTS outlining two options for your consideration to address CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS.

During a meeting between HCCTS and the District on February 27, 2025, HCCTS provided an 8-page response to the District's January 17 letter. Included in HCCTS' February 27 response was an email from Nancy Mora, Credential Technician, San Diego County Office of Education ("SDCOE") in which Ms. Mora stated that "single subject and multiple subject credentials: do not authorize teaching in an adult setting". The District has followed-up with the CTC and requested clarification surrounding HCCTS' credential reporting and the guidance HCCTS received from the SDCOE. Enclosed with this letter is CTC's response dated March 11, 2025, which specifically states that Ms. Mora's statement was not accurate.

While the District respects Ms. Mora's interpretation as a representative of the SDCOE, we defer to the CTC as the authority to make the final determination on credential monitoring outcomes.

On March 17, 2025 the District received a similar communication from HCCTS restating the information which was previously communicated regarding Ms. Mora from SDCOE.

As outlined in CTC's communication, HCCTS is out of compliance for both HCCS and CICA because the schools are on record with the California Department of Education ("CDE") as a traditional, K-12 school, which does not authorize an adult education teaching credential to be the teacher of record in a general education K-12 assignment. If a plan to address the compliance errors is not put into place, it may negatively impact HCCS' and CICA's standing with the District, potentially resulting in the need to take more elevated actions by the District which may include issuance of a Notice of Violation. Based on guidance we have received from the CTC, the District reiterates that we believe HCCTS should no longer continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders. As the Monitoring Authority, we request that you consider one of the options outlined below to address the CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS:

Option #1: Change the school type to Adult Education and adopt a traditional Adult Education Center program. This recommendation will allow HCCTS to retain many of its adult education teachers as long as they are assigned to courses their credential authorizes them to teach. The Charter School would also not be subject to the same monitoring process through CalSAAS.

Option #2: Keep the K-12 Traditional school type and ensure teaching staff are appropriately credentialed for the courses assigned. Options to correct a misassignment include: removing the educator from the assignment and replacing with an individual who is legally authorized, or have the educator apply for a document that authorizes the assignment, or legally authorize them via a Local Assignment Option, if applicable. This recommendation will require HCCTS to staff with fully credentialed teachers as very few of its teachers hold teaching credentials that authorize K-12 public school instruction.

Alternatively, HCCTS needs to provide the District with legal verification from CTC confirming that HCCTS' may continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders.

Information Request – Action Needed

- Provide a response indicating which of the above options, or other course of action HCCTS intends to implement and HCCTS' plan outlining actionable steps and implementation timelines.

Within ten (**10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above.

Sincerely,



Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District.

Enclosed:

Email from the CTC dated December 23, 2024
District Letter Dated January 17, 2025
HCCTS Reply Dated February 27, 2025
Email from the CTC dated March 11, 2025

cc: Twin Rivers Unified District Executive Cabinet
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 17, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/ Request for Information - Teacher Credentialing, Misassignments, Budget Reporting, and Academic Concerns TRUSD Requests regarding HCCTS' Response Dated October 24, 2024

Dear Ms. Carreon,

On February 28, 2025, HCCTS sent a letter to TRUSD to reaffirm our unique role as a K-12-funded and adult-serving institution. In our response, we provided supporting evidence that HCCTS continues to follow the teacher credentialing guidelines established by the San Diego County Office of Education (SDCOE) and the California Commission on Teacher Credentialing (CTC).

In the correspondence from Ms. Nancy Mora at SDCOE, it was clarified that HCCTS teachers must have adult education credentials. Single-subject credentials do not authorize teachers at HCCTS to teach adult students in a K-12 school. HCCTS requires all teachers to obtain the appropriate adult education teaching credentials as recommended by SDCOE and CTC.

HCCTS complies with AB 1374, and any future changes in the law-related credentialing will be met with full collaboration.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Commission on Teacher Credentialing

651 Bannon St., Suite 601 Sacramento, CA 95811 www.ctc.ca.gov
Certification Division

DATE: March 10, 2025

TO: Dr. Steven Martinez
Superintendent, Twin Rivers Unified School District

SUBJECT: Certificated Educator Assignment Expectations

Employers have a legal obligation to appropriately assign educators in certificated positions. Pursuant to Education Code §44830, "*The governing board of a school district shall employ for positions requiring certification qualifications, only persons who possess the qualifications for those positions prescribed by law.*" Education Code §47605 provides that teachers in charter schools must hold the Commission-issued document required for the teacher's certificated assignment, and the documents must be maintained on file at the charter school as they are subject to periodic inspection by the school's chartering authority. Education Code §44258.9 provides that assignments at a charter school are monitored by the school's chartering authority. Therefore, Twin Rivers Unified School District is the entity responsible for monitoring certificated educator assignments at Highlands Community Charter, California Innovative Career Academy, and nine other charter schools. Twin Rivers Unified School District's statutory responsibilities related to certificated educator assignments, include:

- Annually monitor educator assignments in the California Statewide Assignment Accountability System (CalSAAS)
- Year-round assignment review to assure any misassignments are corrected within 30 calendar days of identification
- Provide assistance and training to charter schools to ensure employees have appropriate credentials for their certificated positions
- Address complaints related to certificated educator misassignments

The California Department of Education (CDE) website confirms that Highlands Community Charter and California Innovative Career Academy are on record as K-12 public schools. A general education course in a K-12 school requires the educator to hold a Single Subject teaching credential, or comparable document, with an authorization that aligns with the content area. A K-12 assignment in which the educator teaches all or most subjects to the same group of students requires a Multiple Subject teaching credential. A Designated Subjects Adult Education teaching credential issued by the Commission does *not* authorize providing instruction in a K-12 setting, rather it authorizes the holder to provide instruction in the subject area on the credential in courses limited to adult education programs.

Data resulting from assignment monitoring within CalSAAS for the 2023-24 school year have identified misassigned educators at charter schools under Twin Rivers' authority, who do not hold a teaching credential legally authorizing them to provide instruction in the program in

which they were reported. Twin Rivers Unified School District must address these identified misassignments by ensuring that the educator is not serving in the same assignment for the 2024-25 school year. Options to correct a misassignment include: removing the educator from the assignment and replacing with an individual who is legally authorized, or have the educator apply for a document that authorizes the assignment, or legally authorize them via a Local Assignment Option, if applicable. Twin Rivers may contact the credential analyst at Sacramento County Office of Education for guidance related to appropriately assigning educators.

Erin Skubal, Director
Certification Division

TRUSD Letter 03102025

Final Audit Report 2025-03-11

Created:	2025-03-11
By:	Ann Harris (AHarris@ctc.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq4fcCgNE3A7l-agixpyErvZQW3Lg9GXf

"TRUSD Letter 03102025" History

Document created by Ann Harris (AHarris@ctc.ca.gov)
2025-03-11 - 4:06:37 AM GMT

Document emailed to Erin Skubal (eskubal@ctc.ca.gov) for signature
2025-03-11 - 4:06:41 AM GMT

Email viewed by Erin Skubal (eskubal@ctc.ca.gov)
2025-03-11 - 3:59:54 PM GMT

Document e-signed by Erin Skubal (eskubal@ctc.ca.gov)
Signature Date: 2025-03-11 - 4:00:12 PM GMT - Time Source: server

Agreement completed.
2025-03-11 - 4:00:12 PM GMT

Adobe Acrobat Sign

From: COEassignment
To: Gina.Carreon
Cc: Sharilyn.Warta; Layle.Bojanski
Subject: RE: CalSAAS Assignment Monitoring Data for Twin Rivers Unified
Date: Tuesday, March 11, 2025 8:01:14 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Good Morning Gina Carreón,

The credential required for a certificated educator assignment is dependent on the setting, subject area, and student population. Credentials issued by the Commission are designed for specific settings, for example general education, career technical education or vocational, special education, child development, adult education, etc.

- A currently issued **Single Subject** teaching credential authorizes the holder to teach the subject listed on their document in departmentalized classes in grades 12 and below, including preschool, and in classes organized primarily for adults.
- A currently issued **Multiple Subject** teaching credential authorizes the holder to teach all subjects in a self-contained class in grades 12 and below, including preschool, and in classes organized primarily for adults.
- A currently issued **Designated Subjects Adult Education** teaching credential authorizes the holder to teach the subject area listed on the document in classes organized for adults. This credential does not authorize the holder to teach general education K-12 classes.

The email from San Diego County Office of Education states that "single subject and multiple subject credentials: do not authorize teaching in an adult setting". However, that is not accurate. While the credential was not designed *only* for providing instruction in an adult setting like the Designated Subjects Adult Education teaching credential, both the Multiple Subject and Single Subject teaching credentials authorize teaching in classes for adults in the respective classroom settings as provided above. This is clarified on the Adult Education webpage on the Commission's public website.

Additionally, the email provides that the holder of a preliminary Adult Education teaching credential with Elementary and Secondary Basic Skills (ESBS) authorization is authorized to teach Math in an adult setting. However, this document authorizes the holder to teach elementary/remedial level arithmetic and reading (content designed for grades 1-8), individual high school learning lab/GED/contract class settings, and citizenship, in an adult class. It does not authorize teaching specific subject area courses, such as a higher level math class. This information can be found on the Adult Education FAQs webpage on the Commission's public website.

Both Highlands Community Charter and California Innovative Career Academy have been reporting to the California Department of Education (CDE) that the schools are traditional, K-12 schools, serving students in grades K-12. Therefore, the monitoring of certificated educator assignments reported in CALPADS for these two schools have been assessed in accordance with the requirements for all other K-12 public schools. An Adult Education teaching credential does not authorize the holder to be the teacher of record in a general education K-12 assignment, as was reported in CALPADS. The finalized assignment data submitted to CDE reflects that all assignments reported by the LEA and Twin Rivers Unified as "CALPADS Error" are instead reflected as misassignments in the final data.

Thank you,

Assignment Monitoring Program
Commission on Teacher Credentialing

Supporting educators and stakeholders in serving California's students by upholding high standards for certification and providing excellent, timely, and accurate customer service.

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From: Gina.Carreon <Gina.Carreon@trusd.net>
Sent: Thursday, March 6, 2025 8:18 AM
To: COEassignment <COEassignment@ctc.ca.gov>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>; Layle.Bojanski <Layle.Bojanski@trusd.net>
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified

You don't often get email from gina.carreon@trusd.net. Learn why this is important

Good morning,

On December 23, 2024 the District received an email from COEassignment@ctc.ca.gov regarding "CalSAAS Assignment Monitoring Data for Twin Rivers Unified" specifically relating to Highlands Community Charter and Technical Schools (HCCTS). This email essentially notified us that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as Misassigned in the final data reported to the California Department of Education.

To follow-up with the CTC's December 23 email, we contacted HCCTS informing them that we are requiring them to address these errors. HCCTS is disputing the information provided in the your December 23 email. In their response, HCCTS sent us the enclosed letter and supporting documentation. It includes an email which HCCTS says was from Nancy Mora, Credentials Technician from San Diego County Office of Education. Ms. Mora provided guidance and included the CL-697B which contains an overview of AB 1374 regarding requirements for Adult Education Teaching Credentials.

Given the conflicting information provided to the District from HCCTS and Ms. Mora's interpretation of AB 1374, we are emailing to see if the CTC has any different guidance than originally provided on December 2023. We defer to the CTC as the authority to make the final determination on monitoring outcomes. This email is simply to confirm that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will still be reflected as misassignments.

Sincerely,

Gina Carreón
Gina Carreón, J.D.
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Phone: (916) 566-1600 ext.32114
Direct: (916) 566-1631
gina.carreon@trusd.net

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From: Gina.Carreon
To: COEassignment@ctc.ca.gov
Cc: Sharilyn.Warta; Layle.Bojanski
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified
Date: Thursday, March 6, 2025 8:17:50 AM
Attachments: 2025.02.27 HCCTS [redacted] Response Letter.pdf
[redacted]

Good morning,

On December 23, 2024 the District received an email from COEassignment@ctc.ca.gov regarding "CalSAAS Assignment Monitoring Data for Twin Rivers Unified" specifically relating to Highlands Community Charter and Technical Schools (HCCTS). This email essentially notified us that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as Misassigned in the final data reported to the California Department of Education.

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Sincerely,

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 27, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: HCCTS CALPADS Reporting Errors 2023-24

Dear Ms. Carreon,

On January 17, 2024, HCCTS received a letter from TRUSD regarding CALPADS errors for the 2023-2024 school year, along with two proposed options for our consideration: to change the school type to Adult Education and adopt a traditional Adult Education Center program or keep the K-12 Traditional school type.

HCCTS is categorically unique. While most schools fall under one category of traditional K-12 or Adult Education, HCCTS is definitively both. HCCTS is a K-12 school that serves adult students 22 years old and older. HCCTS will continue serving adult students as outlined in the HCCS and CICA charter petitions which were approved by TRUSD.

As it pertains to teacher credentialing, HCCTS has followed the recommendations of the San Diego County Office of Education (SDCOE) and the California Commission of Teaching Credentialing (CTC).

On October 20, 2023, Nancy Mora at SDCOE sent an email to the former Executive Director of HCCTS, Murdock Smith stating that:

- Single-subject and multiple-subject credentials do not authorize teaching in an adult setting
- Adult education credentials authorize the holder to teach the subjects named on the credential in courses primarily for adults (not authorized to teach K-12)

Ms. Mora provided HCCTS with the California Commission on Teacher Credentialing requirements including the CL-697B which contains an overview of AB 1374 regarding requirements for Adult Education Teaching Credentials. As a result of this communication, HCCTS took the following actions:

- All new HCCTS teachers were required to obtain an Adult Education Teaching Credential
- All current HCCTS teachers with a sigle or multi-subject credential were required to obtain an adult education teaching credential
- HCCTS stopped reimbursing teachers for single-subject teaching credentials

HCCTS is and continues to be in compliance with AB 1374. Currently, the request by TRUSD is in direct contrast with SDCOE and CTC's requirements. If the CTC requirements for teacher credentialing change, HCCTS will comply with any new legislation that we might receive.

Attached you will find the email correspondence and the CL-697B leaflet.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Good afternoon Doc,

It was a pleasure speaking with you today about your adult education credential educators. To clarify authorizations here is a summary:

- single subject and multiple subject credentials: do not authorize teaching in an adult setting
- adult education credentials: authorize the holder to teach the subjects named on the credential in courses primarily for adults (not authorized to teach K-12)

One of the academic subjects that can be verified and listed on an adult education credential, and that most of the HCCTS candidates have, is Elementary and Secondary Basic Skills (ESBS). That subject authorizes the candidate to teach basic K-8 education, arithmetic, reading, GED, citizenship to adults.

Based on the conversation held with your reviewer and educator, it is possible that a confusion/breakdown in language or terminology caused the concern. Mr. Cooc holds a preliminary AE:ESBS (along with Social Science and English) credential so he is authorized to teach math in an adult setting.

I've attached the CTC's CL-697B leaflet, which outlines the requirements and authorizations for an adult education credential, for your reference.

Please do not hesitate to contact me if you have additional questions.

Happy Friday!

Nancy Mora
Harmony Responsibility * Consistency * Discipline * Intellection*
Credentials Technician, Teacher Effectiveness & Preparation - Human Resource Services
San Diego County Office of Education
6401 Linda Vista Road, Room 103
San Diego, CA 92111
Phone: 858.295.8791

State of California
Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, CA 95811-4213
Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DESIGNATED SUBJECTS ADULT EDUCATION TEACHING CREDENTIALS

Introduction:

Based on AB 1374, effective January 1, 2011, Designated Subjects Adult Education Teaching Credentials may be issued to individuals who meet the requirements for either the preliminary or clear credential as outlined below. All applications must be submitted for processing through a Commission-approved program sponsor accredited under the adult education program standards approved in November 2010. The option of submitting applications through an employing school district will no longer be available for adult education credential applications with a requested issue date of January 1, 2011 or later. See the Commission website for a list of Commission-approved program sponsors.

Authorization:

The Preliminary or Clear Designated Subjects Adult Education Teaching Credential authorizes the holder to teach the subjects named on the credential in courses organized primarily for adults. In addition, the holder may serve as a substitute in courses organized primarily for adults for not more than 30 days for any one teacher during the school year. Designated Subjects Adult Education Teaching Credentials are issued to individuals who meet the requirements listed below and are recommended by a Commission-approved program sponsor.

Requirements for the Preliminary Credential:

1. Three years of experience and/or education directly related to each subject to be named on the credential. (see Terms and Definitions for information regarding the experience requirement for general subjects or the Appendix section ACADEMIC SUBJECTS THAT MAY BE LISTED ON A CREDENTIAL for information regarding the education requirement for academic subjects)
2. High school diploma requirement by one of the following methods:
   a. High school diploma
   b. Diploma based on passage of the GED Test
   c. Foreign equivalent of a high school diploma
3. Satisfy the basic skills requirement. See Commission program leaflet CL-667, entitled Basic Skills Requirement for additional information. Applicants for the Adult Credential in general subjects (see Appendix) are exempt from the basic skills requirement.
4. Verification, signed by the Commission-approved program sponsor, that the applicant has been apprised of the requirements for both the preliminary and clear credentials, including the requirements of the program of personalized preparation
5. Completed application (form 41-4)

6. Completed Live Scan receipt (41-LS), verifying fingerprints have been taken and fees have been paid, unless fingerprint clearance is already on file at the Commission
7. Application processing fee
8. Recommendation by a Commission-approved program sponsor

Requirements for the Clear Credential:

Individuals must satisfy all of the following requirements:

1. Possess a valid California Preliminary Designated Subjects Adult Education Teaching Credential (three-year or five-year)
2. Commission-approved program of personalized preparation
3. Two years of successful teaching on the basis of the Preliminary Designated Subjects Adult Education Teaching Credential in the subject(s) listed on the credential. This is defined as teaching of a minimum of one course in each of four terms within the three-year period of validity of the preliminary adult education teaching credential
4. U.S. Constitution requirement by one of the following methods:

a. Complete a course (at least two semester units or three quarter units) in the provisions and principles of the U.S. Constitution. Submit a photocopy of the course description for evaluation purposes.

b. Pass an examination in the provisions and principles of the U.S. Constitution given by a regionally-accredited college or university

5. Health education, including, but not limited to, the study of nutrition; the physiological and sociological effects of abuse of alcohol, narcotics, and drugs, and the use of tobacco. This requirement must also include training in cardiopulmonary resuscitation (CPR) that covers infant, child, and adult CPR skills.
6. Computer-based technology, including the uses of technology in educational settings
7. Completed application (form 41-4)
8. Application processing fee
9. Recommendation by a Commission-approved program sponsor

Terms and Definitions

Experience: Per Title 5, Section 80034(n), "experience" as it applies to Designated Subjects Adult Education Teaching Credentials means full-time or part-time experience directly related to the subject to be named on the credential.

Experience may be paid or not paid. No more than one year of experience shall apply toward meeting designated subjects credential requirements during any twelve calendar month period. 1000 clock hours shall be the minimum required for each year of experience. Part-time experience may be cumulated to equate to the required 1000 clock hours of experience.

Verification of experience means written confirmation of the applicant's qualifying experience, signed by the applicant's past or present employer(s) on company letterhead that attests to and/or includes all of the following:

1. Employer's name, address, and telephone number
2. The working relationship of the person signing the verification to the applicant
3. Beginning and ending dates of employment
4. Complete description of duties
5. A statement as to whether or not the employment was full-time (If employment was less than full-time, an accounting of the number of hours the applicant was employed is required.)

If the applicant was self-employed or if the applicant's experience was avocational, verification shall include a statement, signed by the applicant under penalty of perjury, detailing the information described in 1–5 above, and must be further substantiated, in writing, by other person(s) having first-hand knowledge of the applicant's self-employment or avocation, such as the applicant's accountant, major supplier of goods, or major user of goods or services.

Applicants for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area must have at least one year of actual work experience directly related to the subject to be named on the credential. At least one year of the required work experience must be within the last five years, or two years within the last ten years, immediately preceding the issuance of the preliminary credential.

One year of teaching experience earned while holding a general education teaching credential may be accepted toward the three years of experience required to qualify for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area. Also, an advanced industry certificate may be accepted for one year of the three years of experience required to qualify for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area, as determined by a Commission-approved program sponsor.

Completion of forty-eight (48) semester units of postsecondary vocational training related to the industry sector(s) named on the credential may be substituted for a maximum of two of the three years of required work experience. The course work must be verified by official transcript and may be made on a pro rata basis up to the two-year maximum.

Transition from Full-Time/Part-Time Credentials

Holders of Life or Clear Designated Subjects Adult Education Teaching Credentials issued under previous regulations may choose to either maintain their documents or transition to adult education credentials issued under the provisions of AB 1374. Due to significant changes to the program standards and structure, the holder of a Life or Clear Designated Subjects Adult Education Teaching Credential issued under previous regulations may not qualify initially for the Clear Adult Education Teaching Credential under the new program standards and may be required to first obtain the Three-Year Preliminary Adult Education Teaching Credential.

Holders of Five-Year Preliminary (Full-Time or Part-Time) Adult Education Teaching Credentials seeking to reactivate their credential must qualify for an adult education credential issued under the provisions of AB 1374 and should contact a Commission-approved program sponsor for assistance.

Reference:

Title 5, California Code of Regulations, Sections 80034, 80034.5, 80036, 80036.1, 80036.2, 80036.3, 80036.5, 80040.2, 80040.2.5, 80040.2.7, and 80567

Appendix

GENERAL SUBJECTS (NON-ACADEMIC) THAT MAY BE LISTED ON A CREDENTIAL

The program sponsor may only recommend for Designated Subjects Adult Education Teaching Credentials in subjects that fall within the categories below. Requested subjects that do not appear below will be placed within an existing subject area, where appropriate. Additional subjects may be added in time to accommodate new or emerging subjects.

Personal Development: General Subject To Be Named On The Credential

Art – includes the subject areas: Adaptive Art and Crafts (Adults with Disabilities), Arts and Crafts, Creative Arts (Older Adults), Decorative Arts, Interior Design, Performing Arts (Older Adults)

Health and Safety– includes the subject areas: Adaptive Physical Education (Adults with Disabilities), Cardiopulmonary Resuscitation, First Aid, Environmental Safety, Health Education, Health (Older Adults), Health (Adults with Disabilities), Physical Fitness (Older Adults), Nutrition, Physical Fitness/Conditioning, Safety (Older Adults), Safety Education

Family Education– includes the subject areas: Adaptive Computer Technology (Adults with Disabilities), Childbirth Education, Communication Skills, Clothing Construction, Dietetics/Food Management, Food Preparation, Family Management, Home Management, Human Development, Interior Design, Nutrition, Parent Education, Public Affairs, Self-Maintenance (Older Adults), Self-Maintenance (Adults with Disabilities)

Financial Literacy– includes the subject areas: Consumer Education Retirement Planning

Career Technical Education: General Subject To Be Named On The Credential

Agriculture and Natural Resources– includes the subject areas: Agriculture

Arts, Media, and Entertainment– includes the subject areas: Commercial Photography

Building and Construction Trades

Business and Finance– includes the subject areas: Bookkeeping and Accounting, Business Management, Financial Services, Information Processing/Keyboarding, Office Occupations, Small Business Ownership/Management

Education, Child Development, and Family Services– includes the subject areas: American Sign Language, Career Development, Language Interpreter

Energy, Environment, and Utilities

Engineering and Architecture

Fashion and Interior Design

Health Science and Medical Technology– includes the subject areas: Health Occupations, Nursing

Hospitality, Tourism, and Recreation

Information and Communication Technologies– includes the subject areas: Computer Applications, Computer Programming, Computer Systems Operations, Computer Technology

Manufacturing and Product Development– includes the subject areas: Electronics Technology, Industrial Technology, Marine Technology

Marketing, Sales, and Service– includes the subject areas: Marketing, Small Business, Ownership/Management

Public Service– includes the subject areas: Cosmetology, Court Reporting, Law Enforcement Occupations

Transportation- includes the subject areas: Aeronautics

ACADEMIC SUBJECTS THAT MAY BE LISTED ON A CREDENTIAL

The program sponsor may only recommend for Designated Subjects Adult Education Teaching Credentials in the academic subject areas below:

English as a Second Language*

* Credential holder must possess a bachelor's degree or higher completed at a regionally-accredited college or university to include a degree major, certificate, or completion of 20 semester units or 10 upper division semester units in one or any combination of the following:

Teaching English as a Second Language (TESL)

Teaching English to Speakers of Other Languages (TESOL)

Second Language Acquisition

Language other than English

Linguistics

Bilingual/Bicultural studies

Elementary and Secondary Basic Skills-(includes basic education in grades 1–8)†: Arithmetic, Reading, Individualized high school learning lab/G.E.D./contract class settings, Citizenship

† Credential holder must possess a bachelor's degree or higher completed at a regionally-accredited college or university and completion of 20 semester units with at least 3 units in four of the following six areas:

English

Mathematics

Science

Social Sciences

Fine Arts

Language other than English

Languages Other than English (specify)**

English**

Fine Arts**

Life Science, including General Science**

Mathematics**

Physical Science, incl. General Science**

Social Sciences**

** Credential holder in these areas must possess have a bachelor's or higher degree completed at a regionally-accredited college or university and completion of 20 semester units or 10 upper division semester units in the subject to be taught.

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To inspire each student to extraordinary achievement every day

January 17, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

Re: Highlands Community Charter and Technical Schools CALPADS Reporting Errors 2023-24

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this letter is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

By email correspondence from the Commission on Teacher Credentialing ("CTC") Assignment Monitoring Program dated December 23, 2024, the District was notified that all HCCTS' exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as *Misassigned* in the final data reported to the California Department of Education ("CDE").

The CDE confirmed that HCCTS is on record as a K-12 school, not an adult school as indicated in the comments of the exceptions. Almost 90% of the exceptions determined as *CALPADS Errors* in 2023-24 had an educator in the assignment that held only an Adult Education Teaching credential, and no other teaching credential that authorizes serving as the Teacher of Record in a K-12 public school. The CTC also notes that most of the educators with assignments determined as *CALPADS Errors* this monitoring cycle were identified as either *CALPADS Errors* or *Misassigned* in the prior cycle. This indicates that assignments continue to be reported inaccurately in CALPADS.

As a result, we believe HCCTS should no longer continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders, and as the Monitoring Authority, the District presents the following options for your consideration to address CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS:

Option #1: Change the school type to Adult Education and adopt a traditional Adult Education Center program. This recommendation will allow HCCTS to retain many of its adult education teachers as long as they are assigned to courses their credential authorizes them to teach. The Charter would also not be subject to the same monitoring process through CalSAAS.

Option #2: Keep the K-12 Traditional school type and ensure staff are appropriately credentialed for the courses assigned. This recommendation will require HCCTS to staff with fully credentialed teachers as very few of its teachers hold teaching credentials that authorize K-12 public school instruction.

Information Request – Action Needed

Please provide a response indicating which of the above options, or other course of action HCCTS intends to implement and the plan outlining actionable steps and implementation timelines.

Within ten **(10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District.

Enclosed:
Email from CTC dated 12/23/24

cc: Twin Rivers Unified District Executive Cabinet
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

From: COEassignment <COEassignment@ctc.ca.gov>
Sent: Monday, December 23, 2024 1:55 PM
To: Layle.Bojanski <Layle.Bojanski@trusd.net>; Steve.Martinez <Steve.Martinez@trusd.net>
Cc: bill.mcguire@hccts.org <bill.mcguire@hccts.org>
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified

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Good Afternoon Dr. Steven Martinez and Layle Bojanski,

You are being contacted as you are either the CalSAAS Designee or District Superintendent for Twin Rivers Unified School District. Assignment monitoring in the California Statewide Assignment Accountability System (CalSAAS) uses educator assignment data reported to the California Department of Education (CDE) in CALPADS, and checks for the appropriate credential required to teach the content in a K-12 setting. It is expected that a local educational agency (LEA) and its monitoring authority take necessary steps to ensure educator assignments are reported accurately in CALPADS, and any reporting errors are addressed. The number of exceptions associated to Twin Rivers Unified in CalSAAS determined to be CALPADS reporting errors has increased significantly from the 2022-23 monitoring cycle and the 2023-24 monitoring cycle. *CALPADS Errors* for Twin Rivers Unified in 2022-23: 465, and in 2023-24: 528.

A large number of these *CALPADS Errors* are from one school: Highlands Community Charter. Pursuant to Education Code §44258.9, the entity responsible for monitoring certificated educator assignments for a charter school is the school's chartering authority. As such, Twin Rivers Unified is the monitoring authority for Highlands Community Charter. In reviewing the monitoring outcomes resulting from the 2023-24 school year, it was identified that the number of assignments at Highlands Community Charter determined as CALPADS reporting errors also increased significantly from the prior monitoring cycle. *CALPADS Errors* for Highlands Community Charter in 2022-23: 199, and in 2023-24: 252. CalSAAS users for the school have indicated in the comments of the exceptions that Highlands Community Charter is an adult school, however the California Department of Education has confirmed that the school is on record as a K-12 school. Almost 90% of the exceptions determined as *CALPADS Errors* in 2023-24 had an educator in the assignment that held only an Adult Education Teaching credential, and no other teaching credential that authorizes serving as the Teacher of Record in a K-12 public school. Additionally, most of the educators with assignments determined as *CALPADS Errors* this monitoring cycle were identified with either a *CALPADS Error* or *Misassignment* in the prior cycle. Based on the information provided in the system by CalSAAS users for Highlands Community Charter and Twin Rivers Unified, it appears the reporting errors were identified in past monitoring cycles, yet assignments continued to be reported inaccurately in CALPADS the following year.

While the monitoring authority of an LEA is responsible for identifying misassignments during the monitoring cycle in CalSAAS, pursuant to Education Code §44258.9(e)(5), the Commission on Teacher Credentialing has the authority to make final determinations on monitoring outcomes. Therefore, this email serves as notice that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as *Misassigned* in the final data reported to CDE. The changes are now reflected in the reports available in the system to CalSAAS users.

Please reach out to CDE with questions related to reporting requirements for this school, and ensure accuracy in CALPADS reporting for the 2024-25 Fall 2 census data.

Assignment Monitoring Program
Commission on Teacher Credentialing

Supporting educators and stakeholders in serving California's students by upholding high standards for certification and providing excellent, timely, and accurate customer service.

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****The Commission on Teacher Credentialing (CTC) HAS MOVED!!****

All mail or in-person correspondence shall be sent to the location below:

May Lee State Office Complex
Commission on Teacher Credentialing
651 Bannon Street, Suite 600
Sacramento, CA 95811

The Commission does not accept electronic service. The Commission accepts service by mail or in person. Service must be directed to the address above, by mail or in-person.

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS— STUDENT ATTENDANCE REVIEW

JANUARY 2025

Commissioned by Twin Rivers Unified SD

Dennis Snelling, Consultant

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INTRODUCTION

This study, "Highlands Community Charter and Technical Schools Student Attendance Review," was commissioned by Twin Rivers Unified School District, the Local Education Agency with oversight responsibility for the charter and its schools. The review was conducted between May and November, 2024.

This report is divided into four sections.

The "Purpose and Scope of Study" begins on page 2.

The "Background" section, including the history of Highlands Community Charter and Technical Schools and its two schools, Highlands Community Charter School and California Innovative Career Academy, begins on page 4. This section includes the background of the organization, its organizational structure and programs, previous and current concerns about the organization, and its procedures for recording and reporting student attendance.

The "Overview of Observations and Findings" section begins on page 24, and reviews practices versus procedures in student attendance, and issues raised through this review. It includes some suggestions that do not raise to the level of a finding.

The "Findings and Recommendations" section begins on page 48.

Dennis Snelling, CFE, Consultant, Retired Associate Superintendent-Business Services
Rocklin, California

PURPOSE AND SCOPE OF STUDY

Twin Rivers Unified School District (TRUSD) is the Local Educational Agency (LEA) authorized to provide oversight of two charter schools, Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA). Both HCCS and CICA are charter schools operated by Highlands Community Charter and Technical Schools (HCCTS), a non-profit public benefit corporation. TRUSD became aware of attendance and enrollment-related complaints and concerns directed at HCCTS in public meetings and reported in media outlets. Because TRUSD has oversight responsibility over HCCTS, the charter school was notified on February 23, 2024 that a review of enrollment and attendance practices would be conducted by a consultant.

Twin Rivers Unified School District contracted with Dennis Snelling (Consultant) on April 16, 2024 to conduct a study encompassing both HCCS and CICA.

Twin Rivers Unified School District retained the Consultant as an independent contractor to provide professional services on behalf of the district at HCCTS, HCCS and CICA as follows:

Evaluate attendance practices for charter schools Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA) and review substantiation for attendance apportionment claimed by the charters from the state of California. Evaluate enrollment and attendance practices for the charter schools (HCCS/CICA) to determine if enrollment/attendance demonstrates that students who drop, dis-enroll, or are absent agree to the enrollment and attendance records.

Evaluate instructional day school calendars offered for the charter schools (HCCS/CICA).

Evaluate instructional minutes offered by the charter schools (HCCS/CICA).

Evaluate pupil-to-teacher ratios for the charter schools (HCCS/CICA).

Evaluate Independent Study student work product for the charter schools (HCCS/CICA) and confirm that student work product samples represent attendance claimed and that student engagement records are maintained.

Review and evaluate internal controls for the taking and reporting of student attendance for the charter schools (HCCS/CICA).

Meet with appropriate current and former district/charter school staff, as needed, to assess attendance practices and related concerns.

Review and consider any studies, reports, evaluations, or audits related to charter school (HCCS/CICA) attendance as necessary.

Communicate findings and recommendations regarding attendance practices, policies and procedures for the charter schools (HCCS/CICA), including a report listing any findings and/or recommendations.

Resources For This Study

Sources utilized or referenced for this study included:

Interviews with TRUSD Admin
Interviews with HCCTS Admin
Interviews with HCCS and CICA Teachers, Principals and Para-Educators
Interviews with Former HCCTS Employees
HCCS Principal Assignments Organizational Chart
HCCS/CICA School Accountability Report Cards
Visits of HCCS Classrooms
Charter school petitions and Memorandums of Understanding (MOU) between TRUSD and HCCTS
Annual Audits of HCCTS for June 30, 2022 and June 30, 2023 (Note: the audit of HCCS and CICA are part of the HCCTS audit)
Enrollment and Attendance Information for HCCS and CICA
HCCTS Attendance Policies
HCCTS Student Handbook
HCCTS Attendance Procedures for Teachers
HCCTS Board Agendas and Minutes
Complaints Filed With TRUSD
HCCTS Response to TRUSD and CDE Regarding Complaints Filed
HCCTS Multi-Year Funding Determination
Extraordinary Audit of the Highlands Community Charter School (FCMAT, May 31, 2018)
HCCS and CICA Funding Exhibits
Copy of CICA Master Agreement
CICA Tiered Student Re-engagement process
Individual Student ADA Generated by Track for CICA and HCCS
California State School Audit Guide
California Education Code
California Code of Regulations Title 5
Charter School Oversight Checklist (FCMAT)
California School Accounting and Best Practices Manual 2022-23 (FCMAT)
California Commission on Teacher Credentialing
California Consortium for Independent Study
Maximizing ADA & Maintaining Compliance With Independent Study 2019-20 (CASBO)
PowerSchool Attendance Reports and Queries
Brain App Reports
School Calendars and Bell Schedules 2022-23 and 2023-24
Independent Study Master Agreements and Student Work Samples
Media Reports
Manual Student Sign-in Sheets
Student Attendance Reports

BACKGROUND

History of Highlands Community Charter and Technical Schools (HCCTS)

Highlands Community Charter and Technical Schools is a California non-profit public benefit corporation incorporated on February 6, 2013 and registered with the California Secretary of State as a domestic nonprofit corporation on May 21, 2013. HCCTS first opened Highlands Community Charter School for the 2014-15 school year, and later opened California Innovative Career Academy for the 2019-20 school year. HCCTS is responsible for all aspects of both charter schools' management.

HCCTS and its two schools operate at more than fifty locations in California, renting classroom and office space mostly in or around Sacramento. There are also a handful of locations in the East Bay and Southern California. Some sites provide direct educational services to students while others house administrative functions only. Some locations serve partnerships with outside vendors that provide Career and Technical Education (CTE) programs. Both HCCS and CICA operate under HCCTS' tax identification number and have reported significant enrollment gains every year of operation, gains that accelerated markedly beginning in 2022-23.

The purpose of HCCTS is to serve the unserved by providing education leading to a high school diploma for adult students age 22 or older, along with elective courses leading to a Certificate of Completion in one of the organization's CTE tracks, providing students the necessary tools to obtain a livable wage job and a future for themselves and their family. HCCTS states that it also offers students additional courses and time beyond the required schedules listed in its Schedule of Instructional Time. Its Motto is "It's Never Too Late!"

HCCTS is overseen by a Board of Directors. At the beginning of the 2024-25 school year, the board members included:

Corporate President: Ernie Daniels
Vice President: Sharon Rocco
Corporate Secretary: Matt Powers
Corporate Treasurer: Sonja Cameron
Board Member: Mary DeChance
Board Member: Rick Jones
Board Member: Mike Reid
Board Member: Mellonie Yang

Administrative Leadership of HCCTS was headed for nine years by Executive Director Murdock Smith. Smith took a leave of absence in May 2024, prior to this study, and Mayra Valdivia was appointed Interim Executive Director. Murdock Smith retired in July 2024 and Bill McGuire, retired Deputy Superintendent of Administrative Services at Twin Rivers Unified, was hired at the HCCTS Board meeting of July 11, 2024 to serve as Executive Director for the period July 24, 2024 to December 31, 2024, with an option to extend an additional six months. Natasha Lutsik serves as Assistant to the Board of Directors.

The table below provides an overview of HCCS Principal Assignments:

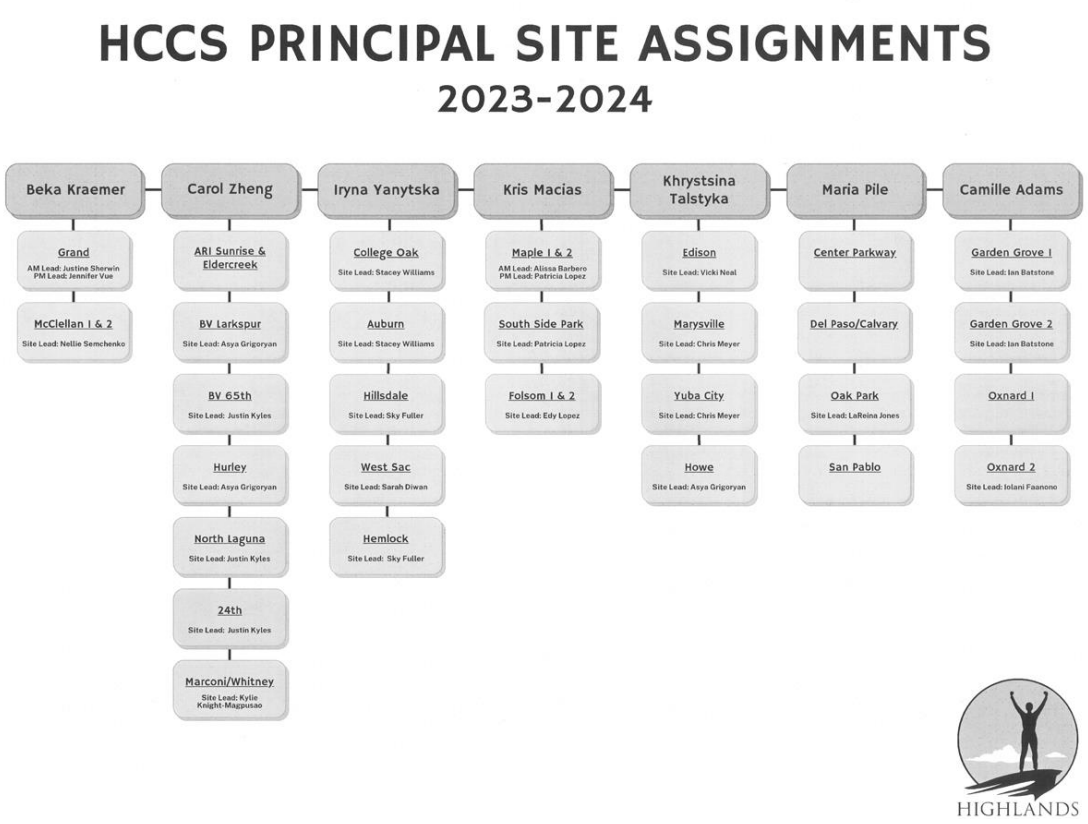

California Education Code Sections 47600-47664, also known as the Charter Schools Act of 1992, granted significant guidance for charter schools but did not fully describe the existence of adult-serving charter schools. The legislature later clarified its desire for charter schools to serve adults, provided they do so in a specified form of partnership per California Education Code 47612.1. Based on the terms of the partnership agreements between Highlands Community Charter and Technical Schools and vendors providing Workforce Investment Act services (now known as the Workforce Innovation and Opportunities Act), all students enrolled in HCCS must be ineligible to qualify for youth services, must be 22 years of age or older, and must be served by HCCTS exclusively through one of those partnership agreements. HCCTS enrolls students in its two schools in grades 9, 10, and 12, which are not subject to standardized testing. No students are assigned to Grade 11, which is subject to testing.

HCCTS exclusively enrolls students 22 years of age and older who have not earned a U.S. high school diploma. The program HCCTS operates exhibits many of the characteristics of an Adult Education program—including use of Comprehensive Adult Student Assessment Systems (CASAS) testing. Nevertheless it serves its students by applying aspects of the traditional K-12 educational system, such as utilizing the Local Control Funding Formula (LCFF), the Local Control Accountability Plan (LCAP), and Independent Study.

Audits

An independent audit of HCCTS is conducted annually, as required by California Education Code 41020, and encompasses both HCCS and CICA. Audits for 2021-22 and 2022-23 were reviewed as part of this study. The 2023-24 audit was not finalized at the time this study concluded.

The 2021-22 audit, conducted by Baker Tilly, reported no findings, recommendations or questioned costs.

The 2022-23 audit, conducted by Eide Bailly, noted a missed reporting of right-of-use lease assets and lease liabilities that resulted in the auditor adjusting the financial statements. The auditor recommended that HCCTS evaluate its internal control structure and make changes that would prevent—or detect and correct—misstatements on a timely basis.

That audit also reported an error in the determination of the number of unduplicated students, with HCCS over claiming 20 students and CICA over claiming one student. The audit report findings identified the organization's failure to update the "1.18—FRPM/English Learner/Foster Youth—Student List" CALPADS Report. The finding stated: *the Organization has a policy that allows a ten day grace period before the student's new status is put in effect, and when the "1.18 – FRPM/English Learner/Foster Youth – Student List" was amended the Organization only updated pupils who changed to free and reduced, which did not take into consideration the pupils who changed their status to paid*. The recommendation was that HCCTS ensure that the classification of Free and Reduced students is updated throughout the year.

Since the 2023-24 audit was not yet available at the conclusion of this study, it is unknown whether the prior year audit findings were corrected and the recommendations adopted.

Neither the 2021-22 nor 2022-23 audits reported attendance-related findings or recommendations.

Twin Rivers Unified School District (TRUSD) Oversight

The Charter Schools Act of 1992 was enacted "to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure." Charter schools are part of the public school system but differ from traditional public schools because they are exempt from many state laws relating to specific educational programs. Specific goals and operating procedures are detailed in an agreement, or charter petition, between the authorizing agency and the charter school organizers. Charter schools may elect to operate as corporations organized under the Nonprofit Public Benefit Corporation Law of the Internal Revenue Code [26 U.S.C. Section 501(c)(3)].

Although charter schools may offer a more flexible school governance model, accountability for student achievement and fiscal management is similar to that of traditional public schools. The charter authorizing agency is responsible for adequate and appropriate oversight of the

charter. The authorizer may be a school district, county office of education, or the California State Board of Education. Education Code sections 47604.32 and 47604.33 set forth the chartering authority's duties and the charter's financial reporting obligations.

Charters may be revoked by the charter authorizer, in this case TRUSD, for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

The TRUSD provides statutory oversight of HCCS and CICA, and receives one percent of the charter's LCFF revenue for that purpose. The following table presents oversight fees collected by TRUSD from 2020-21 through 2023-24:

	2020-21	**2021-22**	**2022-23**	**2023-24**
CICA	$ 30,130	$ 157,712	$ 443,043	$ 502,791
HCCS	335,873	380,503	727,169	1,012,539
Total	$ 366,003	$ 538,215	$ 1,170,212	$ 1,515,330

In addition Twin Rivers charges the charter schools two percent for facilities use, which in 2023-24 totaled $2,025,078 for HCCS, and $1,005,582 for CICA.

California Education Code 47604.32 documents an authorizer's oversight responsibilities to include providing a district contact person, visiting each charter school at least annually, ensuring that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Section 47606.5, monitoring the fiscal condition of each charter school under its authority, and providing timely notification to the department if any of the following circumstances occur or will occur with regard to a charter school for which it is the chartering authority:

(A) A renewal of the charter is granted or denied.

(B) The charter is revoked.

(C) The charter school will cease operation for any reason.

HCCTS' charter school petition includes provisions for an annual performance report to the district, which is to include data on its staff, policies, admissions practices, disputes and complaints, and student outcomes using test data. The petition also allows TRUSD to conduct an annual review of all HCCS programs offered and their effectiveness in improving student achievement.

History of Highlands Community Charter School (HCCS)

HCCTS submitted a petition to TRUSD on September 19, 2013 to establish the Highlands Community Charter School (HCCS). The charter school petition was approved by the TRUSD governing board on March 4, 2014 for the term of July 1, 2014 to June 30, 2019. HCCS was subsequently issued Charter Number 1674 by the California Department of Education (CDE). HCCTS and TRUSD entered into an MOU on June 17, 2014, defining oversight duties and obligations of and between the parties. This MOU was updated twice, the last time in January 2024. (MOU Amendment No. 3).

A charter renewal petition was submitted to TRUSD on January 14, 2019, covering the term of July 1, 2019 to June 30, 2024, which was approved by TRUSD on March 5, 2019.

On September 21, 2021, HCCTS and TRUSD entered into a Memorandum of Understanding, amending the renewal petition by extending the length of the agreement to June 30, 2026, as required by the California Legislature. (HCCS Charter Amendment No. 1).

On October 17, 2023, HCCTS and TRUSD entered into a Memorandum of Understanding, again amending the renewal petition by extending the length of the agreement to June 30, 2027, as required by the California Legislature. (HCCS Charter Amendment No. 2).

The school offers one of three placement options: International High School (IHS), Bridge, and Traditional High School (HS). Students who have emigrated from around the world transition to high school completion programs, attending alongside native English speakers. All programs are tuition free and offered exclusively to students aged 22 years and older who do not yet possess a U.S. High School Diploma. Students must also sign up for free Workforce Innovation and Opportunity Act (WIOA) services from CalJOBS.

Originally, HCCS students learning English were enrolled in Adult Elementary Education as Grades 1 or 2, with a focus on English Language Development (ELD). According to the school's Student Accountability Report Card (SARC), this practice changed beginning in 2020-21, when English language learners were enrolled in the IHS program in Grades 9 or 10, with funding rates and annual instructional minutes adjusted to reflect the new designation.

Differences in Elementary vs. High School apportionment per Average Daily Attendance (ADA) and annual required instructional minutes in 2020-21:

	Grades 1-2	Grades 9-12
LCFF Grade Span	$ 7,702	$ 9,329
LCFF Grade Span Adj	801	243
Adjusted Base Grants	$ 8,503	$ 9,572
Mandate Block Grant	$ 16.86	$ 46.87
Required Instructional Minutes	50,400	64,800

HCCS operates a classroom-based program for its adult students lacking a U.S. high school diploma, and/or seeking the opportunity to obtain certifications through various CTE courses offered by the charter school.

As a classroom-based instruction charter school, HCCS is required to ensure students are under the immediate supervision and control of an employee of the charter school who possesses a valid teaching certification in accordance with Education Code 47605.4.

HCCS is required to offer at least 80 percent of its instructional time at the school site (Title 5, California Code of Regulations 11963(b)).

The charter school must require its pupils to be in attendance at the charter school site at least 80 percent of the minimum instructional time required, pursuant to Education Code 47612.5(a)(1).

Education Code 47612(d) requires that charter schools operate no more than five tracks, operate each track for a minimum of 175 days, and each track must offer no less than fifty-five percent of its schooldays each year before April 15. No pupil may generate more than one unit of ADA per day. HCCS operates three tracks, A, B & C, with different starting dates but the same ending date, at the end of June.

The stated mission of HCCS: *We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.*

HCCS served 12,112 students in 2022-23, defined as any student attending at least one day from the beginning of the school year to P-2, generating 4,455 ADA as reported to the State. HCCS served 18,106 students in 2023-24, generating 5,923 ADA as reported to the State. Serving 5,994 more students in 2023-24 generated 1,468 additional ADA for HCCS compared to 2022-23.

Below are tables of historical enrollment, based on the HCCS School Accountability Report Card (SARC), and P-2 ADA from State Funding Exhibits:

	2018-19	2019-20	2020-21	2021-22	2022-23
Grade 1	1,608	2,264	N/A	N/A	N/A
Grade 2	88	58	N/A	N/A	N/A
Grade 9	N/A	N/A	2,719	3,103	6,251
Grade 10	N/A	N/A	70	43	27
Grade 12	338	321	436	605	469
Total	2,034	2,643	3,225	3,751	6,749

P-2 ADA (State Funding Exhibits)

2019-20	2020-21	2021-22	2022-23	2023-24
2,001.33	2,549.52	2,647.10	4,455.40	5,923.20

According to the school's 2020-21 SARC, 86% of students were designated as either Grades 9 or 10. By 2022-23, students in grades 9 and 10 had risen to 93% of total enrollment and overall student enrollment had more than doubled. The number of students designated as Grade 12 increased from 436 in 2020-21 to 469 in 2022-23. During the same time period, students designated as either Grade 9 or 10 increased from 2,789 to 6,278.

Equity Initiatives Program

All HCCS students are eligible for participation in the HCCTS Equity Initiatives Program. This program's mission is to increase High School graduation rates of African American Males, Latin X Males, and Women of Color who are 22 years of age and older through use of mentors, skill-building, networking events, and individual-specific career pathways to fulfill the goal of qualifying students for meaningful employment.

Western Association of Schools and Colleges (WASC) Accreditation

The school earned its most recent Western Association of Schools and Colleges (WASC) accreditation on May 8, 2023, which reaffirmed the June 17, 2022 mid-cycle evaluation of its Six-Year Accreditation Status, originally awarded through June 30, 2025. Another visit to determine the next accreditation cycle was conducted in October 2024.

In the accreditation letter dated May 3, 2019, the WASC mid-cycle visit was to determine that the school had:

- Addressed the critical areas for follow-up through the school-wide action plan
- Made appropriate progress on the implementation of the schoolwide action plan
- Improved student achievement relative to the schoolwide learner outcomes and the academic standards.

History of California Innovative Career Academy (CICA)

HCCTS submitted a charter school petition on April 9, 2019 to TRUSD to establish California Innovative Career Academy (CICA) as a separate charter school for the term July 1, 2019 to June 30, 2024. The petition was approved by the TRUSD governing board on June 25, 2019. CICA was subsequently issued Charter Number 2072 by the CDE, and opened on August 12, 2019.

On September 21, 2021, HCCTS and TRUSD entered into a Memorandum of Understanding, amending the petition by extending the length of the agreement with CICA to June 30, 2026, as required by the California Legislature. (CICA Charter Amendment No. 1).

On October 17, 2023, HCCTS and TRUSD entered into a Memorandum of Understanding, again amending the petition by extending the length of the agreement to June 30, 2027, as required by the California Legislature. (CICA Charter Amendment No. 2).

HCCTS and TRUSD entered into a Memorandum of Understanding, defining oversight duties and obligations of and between the parties, which was amended in January 2024. (CICA Charter Amendment No. 3)

CICA operates as a non-classroom based charter school, with instruction delivered via Independent Study (IS). As with HCCS, students are enrolled in Grades 9, 10 or 12 and designated as either in IHS (International High School), Bridge, or High School and, as with HCCS, are assigned to one of three attendance tracks depending on the student's date of enrollment, with all of the tracks sharing the same end date.

Student assignments, and progress, are dictated through an IS Master Agreement, which is to be signed digitally by both the teacher and student prior to the student's first day of enrollment. Students are also assessed for digital literacy in order to ensure the student understands the use of technology required to participate effectively in the Independent Study program. Much of the instruction is provided through on-line curriculum vendors such as Burlington English and Edmentum. At the IHS level, the school offers students the opportunity twice per week to meet in a classroom setting, either in-person or via teleconferencing. Students may also meet with their instructor during weekly office hours. Bridge and High School students generally are assigned one unit of study at a time, with a new IS Master Agreement generated for each unit, which usually lasts four to five weeks. Bridge and High School students generally meet with their supervising teacher on a weekly basis.

Teachers collect and grade coursework, and upload two work samples for students at the end of each learning period. These are stored along with the IS Master Agreement in an app developed in-house in 2022 called "The Brain."

CICA served 5,128 students in 2022-23, defined as any student attending at least one day from the beginning of the school year to P-2, generating 2,737 ADA as reported to the State. CICA served 4,364 students in 2023-24, generating 2,867 ADA as reported to the State. Serving 764 fewer students in 2023-24, CICA reported 130 additional ADA compared to 2022-23.

Shown below is a table of historical enrollment, based on the CICA School Accountability Report Card (SARC), and P-2 ADA from State Funding Exhibits; Note—CICA reports Grades 9 and 10 combined:

	2019-20	2020-21	2021-22	2022-23
Grade 1	28	N/A	N/A	N/A
Grade 2	1	N/A	N/A	N/A
Grade 9 & 10	N/A	5	284	1,542
Grade 12	140	358	499	660
Total	169	363	780	2,202

P-2 ADA (State Funding Exhibits)

2019-20	2020-21	2021-22	2022-23	2023-24
234.29	234.29	1,102.39	2,727.20	2,867.30

CICA's Mission statement:

"We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.

California Innovative Career Academy students will:

1. Demonstrate measurable achievements each term through assessment.

2. Make progress toward their career goals.

3. Use technology to communicate for personal and academic use.

CICA is proud of our Vision "to eradicate educational inequality."'

Western Association of Schools and Colleges (WASC) Accreditation

The school received its accreditation from the Western Association of Schools and Colleges (WASC) on February 8, 2021, awarded through June 30, 2024. On February 7, 2024, CICA was granted a Six-Year Accreditation through June 30, 2030, with a mid-cycle visit to occur during the 2026-27 school year.

Previous Concerns Brought Forward About HCCTS

In 2018, concerns regarding HCCTS operations were brought to the attention of the Sacramento County Office of Education (SCOE) because of the following:

• The unique nature of Highlands Community Charter School

• The significant increases in student enrollment

• Reports of efforts to eliminate services to specific grades and students with special needs

• Reports of misreporting of average daily attendance (ADA)

• Reports of mischaracterization of attendance and instructional minutes

• Reports of HCCS charging fees

• Concerns regarding operation of locations outside of the district's boundaries

As a result, the Sacramento County Office of Education requested that the Fiscal Crisis and Management Assistance Team (FCMAT) provide for the assignment of professionals to conduct an AB 139 extraordinary audit to examine specific aspects of alleged fraud, misappropriation of funds or other illegal fiscal practices that may have occurred. The FCMAT report did not include CICA since it did not exist at that time.

Although the FCMAT audit did not uncover any intentional fraud or misappropriation of funds by HCCS, there were several "potentially unlawful" practices noted in the report that required correction, and potentially merited sanctions. Material weaknesses were noted, as were

deficiencies in the charter's internal controls and "a control environment that increased the probability of fraud and abuse." (Letter from Sacramento County Office of Education Superintendent of Schools David W. Gordon to HCCTS Board President Ernie Daniels, dated June 7, 2018.)

Upon completion of the study, FCMAT's attendance-related findings included:

- Serving students under age 22 or already possessing a high school diploma in violation of the charter petition, the partnership agreement, and gift of public fund laws
- Serving and collecting apportionment for certain students over age 19 when HCCS may not have qualified for the WIOA statutory exemption
- The Manicure and Cosmetology Program failed to meet the minimum day instructional minutes requirement
- Concerns regarding operation of locations outside of the district's boundaries

The FCMAT report also reviewed potential areas of concern including personnel issues, course offerings, student assessment, improper awarding of credits toward high school graduation, conflicts of interest, unauthorized gifts to students to generate attendance, possible gifts of public funds, and Brown Act violations.

Status of FCMAT Study Attendance Findings at Time of Current Study

- Because the charter schools operate state-wide, there are no issues related to boundaries that limit student enrollment to a particular county or one that is adjoining. The only limitation would be to out of state or out of country residents.
- There was no evidence found that students under age 22 are being served by either HCCS or CICA.
- All HCCTS programs and locations have been corrected to fall under the same published calendar and bell schedule, which comply with requirements for minimum day, length of school day, and annual minutes, although there are not separate calendars published for each track.

Two of the issues in the letter from the Sacramento County Office of Education, "Reports of misreporting of average daily attendance" and "Reports of mischaracterization of attendance and instructional minutes," are addressed later in this report, as is Internal Controls.

Media Coverage

During 2023 and 2024, a Sacramento television station aired a series of reports detailing complaints from current and former HCCTS employees who alleged improper practices related to student enrollment and attendance, lack of appropriate credentials on the part of teachers, excessive class sizes, employee intimidation and retaliation, lack of controls and accountability, conflict of interest, and issues related to the quality of education being offered, among other complaints.

State Audit

On May 14, 2024, the California Legislature directed the California State Auditor to conduct an audit of TRUSD and HCCTS programs and oversight. According to the State, the audit, 2024-106, will provide independently developed and verified information related to Twin Rivers Unified School District (TRUSD), Highlands Community Charter and Technical Schools, and the oversight provided for their various educational programs. A report is scheduled for release in Summer 2025.

According to the California State Auditor, the audit's scope will include, but not be limited to, the following activities:

1) Review and evaluate the laws, rules, and regulations significant to the audit objectives.

2) Review whether Highlands Community Charter School's (HCCS) and California Innovative Career Academy's (CICA) policies and procedures related to calculating enrollment and average daily attendance (ADA) are adequate and align with state law. Perform the following:

- ***Verify the accuracy of HCCS's and CICA's documentation for the past three years related to ADA and enrollment, including for students enrolled in independent study, English Language Development courses, or in courses not leading to a high school diploma. Verify the accuracy of documentation of independent study policies, including the calculation of the time value of student work products and synchronous instruction. Identify the number of students who received a high school diploma or an industry certification.***
- ***To the extent that HCCS's and CICA's reported ADA and student enrollment numbers are inaccurate, determine the reasons for these inaccuracies and calculate the cost of any disallowed funding related to their ADAs.***

3) Review and evaluate HCCS's and CICA's policies and procedures for ensuring that all instructors are appropriately credentialed for their assignments. Perform the following:

- ***Determine the number of credentialed instructors by type of credential.***
- ***For a judgmentally selected number of instructors, including instructors on a local assignment option and those holding a Career Technical Education or adult education credential, verify whether each instructor had appropriate credentials and complied with other applicable requirements.***
- ***Based on the results of the review in Objective 3(b), identify whether instructors who lacked appropriate credentials taught students and calculate the cost of any disallowed funding related to their ADAs.***
- ***Determine whether HCCS and CICA accurately reported to the State any instances of teacher misassignment data.***

4) Evaluate HCCS's and CICA's processes for ensuring that student-to-teacher ratios for both classroom-based and independent study courses comply with state

requirements and their processes for ensuring students' access to adequate instructional materials and technology. Perform the following:

- ***For a judgmentally selected number of courses, determine whether the associated student-to-teacher ratios meet state requirements and were accurately reported to applicable parties, and whether students in these courses had access to adequate instructional materials and technology.***
- ***To the extent that ratios at CICA or in any other course do not meet state requirements, calculate any changes to their funding determination.***

5) To the extent possible, evaluate HCCS's and CICA's employment policies and determine whether they adequately promote fair hiring practices, including protecting against nepotism and conflicts of interest, ensuring employees' qualifications, and guarding against whistleblower retaliation. For a judgmentally selected number of employees and consultants from the past three years, including executives, review qualifications and determine whether the schools hired any employees or consultants because of nepotism or for any other reason resulting in an unqualified employee's hire and whether the selected employees', executives', and consultants' compensation aligns with compensation for such employees in similar districts.

6) Review financial information from HCCS and CICA and determine whether their budgeting and expenditures—including expenditures for housing, employee travel, marketing and recruitment, and political contributions—are appropriate and align with applicable requirements, similar institutions, and best practices.

7) Review the charter governing HCCS and CICA and determine whether the schools failed to comply with or violated their charter or applicable state law by serving students not covered by the charter.

8) Assess TRUSD's processes for ensuring that charter schools, including HCCS and CICA, meet the requirements of the Education Code. Determine the extent of TRUSD's oversight efforts of HCCS and CICA since 2018 and the cost of this oversight, and review whether TRUSD has responded appropriately to information regarding alleged violations at HCCS and CICA.

9) Survey current and former students and employees to gain perspective on the quality of the learning experience at HCCS and CICA, the frequency of student attendance, student work products and course workload, the schools' marketing strategies, any action taken toward whistleblowers, and other areas pertaining to HCCS's and CICA's responsibilities for achieving educational outcomes in compliance with state law.

10) Review and assess any other issues that are significant to the audit.

HCCTS Organization and School Structure

The Consultant met with HCCTS administrators in May 2024 and scheduled one-to-one meetings with HCCS and CICA teachers and para-educators, in order to understand practices related to attendance, as well as the organizational structure and operation of the schools. The Consultant also met with TRUSD administrators and reviewed attendance-related complaints registered with TRUSD about HCCTS.

In all, seventy-three teachers and sixteen para-educators, representing six locations chosen by the Consultant for size and program offerings, were interviewed, along with six charter school principals. These interviews took place between June 7 and June 25, 2024, and between August 19 and August 23, 2024. Additional meetings with HCCTS Administrators and TRUSD Administrative staff were held in August, September, and October 2024.

HCCS operates as a single charter school spread across multiple locations, with principals given responsibility for multiple sites. Each site also has a "lead" teacher. After an initial evaluation, students are assigned to one of three grade designations. Levels "zero" through "three" are classified as ninth grade, with the literacy level of students ranging from those who are illiterate in their own language and have never before attended school, to those with previous education and some proficiency in English. Level "zero" also includes a level "0.5" at some locations, as an intermediate step for students between levels zero and one. Collectively, this is labeled "International High School" or IHS. Most IHS teachers are assigned to a single level, although most classrooms ultimately include students who move through multiple levels during the school year, resulting in what might be best described as a "combination class" as found in a traditional elementary school. The main purpose of IHS is for students to become proficient in reading and writing English. Those that do so move on to the next levels.

The next designation is "Bridge," where specific high school level courses are taught while students' English language skills continue to strengthen. It is classified as tenth grade, serving levels 4 through 6, with one teacher providing instruction to all three levels in one class.

The High School program, or twelfth grade, provides instruction intended to result in students earning a diploma. There may be students assigned to multiple teachers based on courses, somewhat similar to a traditional high school schedule and setting. There is no limit to the number of years a student is allowed to move through various levels to graduation. HCCS contracts with trade schools for some Career Technical Education (CTE) offerings, including Cosmo Beauty Academy for cosmetology training, and Asher College, which offers certifications in A+ Information Technology, Medical Office Administration, and Office Administration. HCCS also offers some in-house CTE programs.

Students at all levels are enrolled in one of three tracks, "A," "B," or "C," which are essentially tied to their enrollment date. Because there is continuous enrollment and all tracks operate until the end of June, ending on the same date, they operate for a significantly different number of days and it is unclear why they do so outside of maximizing ADA, with nearly all classrooms including students enrolled in each of the three tracks.

Attendance Calendars and Classroom Schedules

From the California Department of Education Web Site:

School Calendar

For the purpose of attendance accounting, the attendance school calendar begins either the week of July 1, or the first week that students are scheduled to attend. It is common for charter schools to operate a five-day school week, however charter schools have the option to operate up to a six or seven-day school week (Sunday-Saturday). If the charter school offers classes on the weekend, it is counted as another instructional day and would be included in their divisor when calculating their ADA. Each school month consists of four full school weeks. Winter break may be included or excluded when configuring the school months for ADA reporting. A school month for the purpose of attendance accounting differs from a normal calendar month.

Reporting Deadlines

Attendance is reported based on full school months as of the cutoff date for each reporting period.

- *The First Principal attendance period, designated P-1, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before December 31 of the FY, and is used by the California Department of Education (CDE) to compute the P-1 Apportionment on or before February 20.*

- *The Second Principal attendance period, designated P-2, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before April 15 of the FY, and is used by the CDE to compute the P-2 Apportionment on or before June 25.*

- *The annual attendance period, designated Annual, is the attendance count for all full school months during the period from July 1 through June 30 of the FY, and is used by the CDE in combination with P-2 ADA to compute the Annual Apportionment processed at the P-1 Apportionment in the subsequent FY.*

Average Daily Attendance (ADA) is calculated three times per year, with the average attendance for each of the three tracks offered by HCCS summed separately. For 2022-23 and 2023-24, the Date Range and Days of Instruction reported at P-2 for both HCCS and CICA, and the published bell schedule, as provided by HCCTS, are shown on the next page:

FINAL REPORT-HCCTS STUDENT ATTENDANCE REVIEW

Year	Track	P-2 Date Range	Days at P2	Days Annual
2022-2023	A	8/15/22-4/13/23	155	201
2022-2023	B	8/29/22-4/13/23	145	191
2022-2023	C	9/12/22-4/13/23	136	182

Year	Track	P-2 Date Range	Days at P2	Days Annual
2023-2024	A	7/10/23-3/22/24	164	224
2023-2024	B	8/14/23-3/29/24	146	201
2023-2024	C	9/11/23-4/12/24	137	182

AM - M,Tu,W,F		
Period 1	8:30 a.m. - 10:43 a.m.	133
Period 2	10:47 a.m. - 1:00 p.m.	133
Lunch	1:00 p.m. - 1:30 p.m.	0
Period 3	1:30 p.m. - 3:43 p.m.	133
	Total minutes:	399

PM SCHEDULE A - M,Tu,W,F (USE PM SCHED. B FOR Ths)		
Period 5	3:00 p.m. - 5:25 p.m.	145
Break	5:25 p.m. - 5:35 p.m.	10
Period 6	5:35 p.m. - 8:00 p.m.	145
	Total minutes:	290

AM - Th		
Period 1	8:30 a.m. - 10:10 a.m.	100
Period 2	10:15 a.m. - 11:55 a.m.	100
Lunch	11:55 a.m. - 12:25 p.m.	0
Period 3	12:25 p.m. - 2:05 p.m.	100
	Total minutes:	300

PM SCHEDULE B - M,Tu,W,Th,F		
Period 5	4:30 p.m. - 6:25 p.m.	145
Break	6:25 p.m. - 6:35 p.m.	10
Period 6	6:35 p.m. - 9:30 p.m.	145
	Total minutes:	290

AFT - M,T,W,F (USE AM Th SCHED. OR PM SCHED. B FOR Ths)		
Period 3	12:00 p.m. - 2:13 p.m.	133
Period 4	2:17 p.m. - 4:30 p.m.	133
Lunch	4:30 p.m. - 5 p.m.	0
Period 5	5:00 p.m. - 7:13 p.m.	133
	Total minutes:	399

PM SCHEDULE C - M,Tu,W,Th,F		
Period 5	5:00 p.m. - 6:55 p.m.	145
Break	6:55 p.m. - 7:05 p.m.	10
Period 6	7:05 p.m. - 10:00 p.m.	145
	Total minutes:	290

(The PM Schedule B and C individual calculations for Periods 5 and 6 are incorrect, although the total minutes for both schedules is accurate.)

Students attending school in July 2022 were not claimed for ADA or instructional minutes. Beginning in July 2023, those students attending what had previously been considered a "Summer School" session, were counted for both.

Based on information provided by HCCTS, one day per week has a shorter instructional day to allow for staff meetings and professional development. Those days are shown under the heading "Short Days." The annual minutes calculation for Tracks A, B, & C for 2022-23 and 2023-24 are the same for all grades:

2022-23	Full Days	Minutes	Short Days	Minutes	Total Days	Total Minutes	Excess Days	Excess Minutes	Meets Requirements
Track A	159	399	42	300	201	76,041	26	11,241	Yes
Track A (PM)	201	290	N/A	N/A	201	58,290	26	(6,510)	No
Track B	151	399	40	300	191	72,249	16	7,449	Yes
Track C	144	399	38	300	182	68,856	7	4,056	Yes

2023-24	Full Days	Minutes	Short Days	Minutes	Total Days	Total Minutes	Excess Days	Excess Minutes	Meets Requirements
Track A	178	399	46	300	224	84,822	49	20,022	Yes
Track A (PM)	224	290	N/A	N/A	224	64,960	49	160	Yes
Track B	159	399	42	300	201	76,041	26	11,241	Yes
Track C	144	399	38	300	182	68,856	7	4,056	Yes

The minimum required annual instructional minutes for Grades 9-12 is 64,800. Therefore all tracks met the requirement for both the AM and PM schedules in 2023-24. According to HCCTS, all students on the PM Schedule are enrolled in Track A (PM). As shown in the table above, the Track A (PM) calculation for 2022-23 is short of the required minutes by 6,510. The minimum number of required instructional days is 175, which is met by all tracks in both years.

State Apportionment for school districts and charters is primarily based on attendance calculated at P-2. The third period, which is usually called P-Annual, but also sometimes referred to as P-3, reflects student attendance for the full year. Given that HCCS and CICA do not fall under compulsory attendance laws as all students are at least 22 years of age, and many of those adult students have children that end their school year in late spring, HCCS and CICA typically see a dip in attendance towards the end of the year since their school calendars run to the end of June, resulting in the Annual ADA for the school year decreasing from P-2.

Enrollment in 2022-23 was roughly two-thirds minority and two-thirds female. There are additional services provided to students at some locations, including a food bank, clothes closet, child care, and laundry. HCCS charter school principals are not assigned to a single site, but rather serve several locations and rotate their visitations. (The reporting structure as provided by HCCTS is included on the page five of this report.) For CICA, charter school principals are assigned a grade level and manage all locations for that grade level.

Reported Procedures for Classroom Attendance-HCCS

According to Section 22 of MOU Amendment No. 3 with TRUSD, "*Subject to District approval, the Charter School will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960*."

Highlands has utilized PowerSchool as its Student Information System (SIS) since 2016-17. Student attendance for HCCS is to be entered daily by the teacher.

Attendance is documented in two ways, electronically and manually. The electronic method is accomplished through a dedicated software application or "app," developed specifically for HCCTS by an employee of the charter school. This app is called "The Brain." The manual method of documenting attendance is recorded concurrently with manual sign-in registers created and maintained by the teacher.

The Brain was initially introduced for sharing school events and pushing announcements to students through the app. Among other services, the Brain app provides access to Bus Passes, translated support chat, Class chat, learning layers to identify speech, a student and staff directory, contact with a dedicated support team, a support ticketing system, housing, employment, classroom management, events and announcements, and push notifications in student's language. It can be targeted to specific students.

The following represents an implementation timeline provided by HCCTS concerning the roll-out of major updates to the Brain app relating to student attendance:

- Student attendance check-in was added for HCCS in March 2022, utilizing a QR code scanned by the student through the Brain app uploaded on their cell phone.
- In June 2022, teachers interested in using the app for attendance purposes were provided training.
- In September 2022, Attendance check-in stations were mounted on classroom walls.
- In October 2022, CICA was added to the process, with the Learning Report activated in the app for beta testing.
- In January 2023, the app was rolled out for all teachers' use in administering attendance.
- In May 2023, the app was updated.
- Adjustments to attendance logs were implemented in July 2023.
- A mobile phone version was rolled out in August 2023. At that point, Near Field Communication (NFC) functionality was developed, and mandatory training held for teachers. Classroom teachers retained the option to use either the QR code or the NFC.
- In February 2024, NFC station trainings were initiated. By April, Tap Attendance stations were rolled out to classrooms. Teachers had the option of creating additional NFC stations within their classroom, although nearly all maintained the single station

mounted on the classroom wall. The tap stations were intended to increase the speed and efficiency of the app for attendance check-ins. However, several small issues were encountered such as those described below.

- In July 2024, several issues were addressed in an update, including alphabetizing the student roster for teachers when they accessed the app for attendance, and linking student name and ID number. Section filters were added to help teachers organize class rosters, and a pop-up prompting teachers to submit absences was introduced. An "outbox" was also added, showing teachers what had been submitted and their position in the queue in PowerSchool, which helps teachers know the status of their submission if it did not upload immediately, as opposed to waiting for hours without knowing whether the submission had failed or was waiting to be processed.

It is possible for tracking to be utilized to require students to sign out of class, but that feature is not currently activated, since students are only required to sign in, not out of class. There is also a geo-tracking feature, although according to interviews of teachers and administrators it is not used for attendance.

There is a planned implementation incorporating Artificial Intelligence, which will be called "Brain AI" and include a knowledge base—i.e. student handbook, evacuation manuals, etc. The plan is that students will be able to ask the app a question and AI will provide the answer in the appropriate document in their language.

The Brain app has become a major source of recording and accounting for student attendance, in addition to resources which it connects to students.

Reported Classroom Attendance Check-In Procedure and Upload to PowerSchool

Using the Brain app, students check into class by tapping their phone against an NFC tag posted on the classroom wall. Per HCCS Attendance Procedures, students are required to do the following:

1. Students open the Brain app on their school-issued cell phone or personal device.

2. Students are provided a unique code connected to their student ID account.

3. Classrooms are equipped with an NFC chip that allows students to scan or tap their phone to record attendance into the Brain app. (For students without a phone, teachers can scan them in using a QR code)

4. Both students and teachers receive a confirmation that students have checked in to their class.

5. In the Brain app, teachers review an inbox of daily attendance logs to review, which shows all students who checked into classes.

6. Teachers select logs to submit to PowerSchool and can confirm attendance with a single click.

7. Teachers may remove logs if any record is inaccurate.

8. The teacher receives a confirmation that PowerSchool accepted the attendance.

The Brain app digitally records the following attendance information:

- Student Name and ID #
- Date & Time (when the attendance log was created)
- Course & Section #
- Attendance Code (absent, present)
- Attendance Method (student scan or manual)
- Teacher Name (who verifies and submits the attendance)
- Date and Time (the attendance log was submitted to PowerSchool)

To prevent students from scanning in other students, the codes for each student expire and regenerate every two minutes. This is designed to discourage a student from using screenshots of their friends' or relatives' codes and scanning them for attendance. According to the HCCTS Coordinator of Innovative Learning, who developed the app in-house, implementation of additional security features, such as face recognition, is in process.

Teachers also maintain manual attendance binders, primarily as a back-up system. In addition to tapping the NFC tag, student attendance is recorded by pen and paper on a student roster located in the classroom and signed by each student. Teachers are to reconcile this manual record with the Brain app before sending attendance for that day to PowerSchool. These binders are maintained for the entire school year, but according to interviews, prior to 2023-24 were discarded at end of year.

According to HCCTS Administrators, during 2022-23 and 2023-24 the Brain app was not used for attendance purposes at contracted CTE sites, such as Asher. In those settings, the Brain app was used for non-attendance purposes and all attendance was input directly into PowerSchool.

The stated attendance goal for HCCS in its last petition (2019) was 67%. (Pg. 52, Charter Renewal Petition for Highland Community Charter School). According to information provided by HCCTS, the daily attendance rate (number of students attending any portion of a scheduled school day) was 55.24% as of P-2 in 2022-23, and 47.95% as of P-2 in 2023-24.

The attendance flowchart provided by HCCTS is shown on the next page:

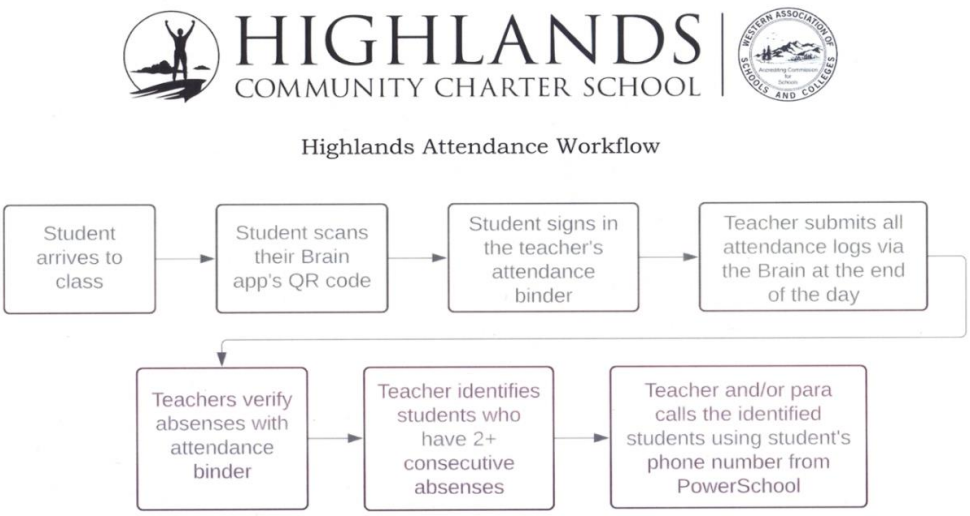

According to attendance procedures furnished to the Consultant, HCCS attendance includes the following expectations of teachers and para-educators:

Student Absences

Students at Highlands are 22 years of age or older, meaning that their attendance in class is non-compulsory. Despite this, our teachers and paraeducators are expected to follow up with their students when they have been absent for more than two consecutive days. Teachers and paraeducators are able to access students' provided phone numbers via our Student Information System, PowerSchool.

During the study, it was not evident that there is consistent contact of students after two consecutive absences, as stated in the Attendance Procedure. One explanation for this procedure not being followed may be the large class sizes discussed later in this report.

In-Person/Zoom Meetings

The Consultant completed a series of interviews with HCCTS administrative staff as well as teachers, para-educators and principals in order to review policies, procedures, practices, controls, addressing of complaints, and compliance with regulations related to student attendance reporting. Administrative meetings were held that included Interim Executive Director (Mayra Valdivia), new Executive Director (Bill McGuire), Director of Executive Services (Natasha Lutsik), Chief Fiscal Officer (Matthew Lemos), Deputy Director (Brian Hamilton), Director of Instruction and Professional Development (Andrew Michaud), Director of Independent Study (Christina Martinez), Special Projects Coordinator (Sascha Hayes), Data Reporting and Analysis Manager (Mark Lutgen), Coordinator of Innovative Learning Products (Dr. Bobby Valentine), Director of Student Engagement (Mike Roessler), Chief Technology Officer (Vireak Chheng), and members of the Eide Bailly LLP independent audit firm that conducted the required annual audits of charter operations in 2022-23 and 2023-24.

Between June 7 and June 25, 2024, the Consultant conducted one-to-one in-person interviews with seventy-three HCCS/CICA teachers and six principals, and visited numerous classrooms at six locations. Between August 19 and August 23, Consultant conducted further one-to-one in-person interviews of sixteen para-educators at three sites.

The Consultant also met with an independent contractor hired by TRUSD to visit all sites and classrooms between Spring and Fall of 2024, in fulfillment of TRUSD oversight responsibilities.

OVERVIEW OF OBSERVATIONS AND FINDINGS

Observation of HCCS Attendance Procedures

Students arrive at class and sign in using two methods. One, they sign a manual register, often a printed out roster. Secondly, if students have access to the Brain app on either their phone or one issued by Highlands, they tap their phone to a contactless NFC reader mounted onto the classroom wall, which electronically records their attendance.



(Photo of TAP station in classroom)

In classes with larger enrollment, and especially those consisting of students with rudimentary English-language skills, para-professionals often assist students to ensure they properly check in through both methods.

At the end of each day, teachers review the Brain app in their phone, checking student attendance recorded against the manual register. Once teachers have confirmed attendance in the app, it is uploaded by the teacher to PowerSchool via the teacher's unique identifier code. In some cases, para-educators assist teachers in reconciling the two attendance records—without entering any data into PowerSchool—but ultimately teachers perform the final reconciliation of attendance.

Attendance is directly entered by the teacher for any student failing to tap their phone and appearing only on the sign-in sheet—some teachers do so in the Brain app and some into PowerSchool using an attendance code "P" for present. Some students who are not as familiar with technology, or those who have not yet downloaded the app or received a Highlands-issued phone, might only be recorded on the manual register. There is a "digital boot camp" for new students, training them in use of the technology, but some students are not literate even in their own language when they first enroll.

Some teachers utilize pre-printed class rosters for student sign-in sheets, while others use sign-in sheets of their own design. Some also maintain additional attendance registers electronically, in addition to using the Brain app and sign-in sheets. In larger classes (in March 2024, fourteen class rosters exceeded 200 students, and more than fifty percent of classes had 100 or more students enrolled), teachers indicated that if they did not personally recall seeing the student, they check with the para-professional to ensure that the student was physically in the classroom at some point before marking them present.

Students who were not present are marked "A" in PowerSchool by the teacher to signify an absence.

According to HCCTS administrators, teachers can make corrections in the Brain app before uploading. Once a student's attendance is uploaded into PowerSchool, it cannot be changed without obtaining approval from the technology department, as PowerSchool requires an Administrative clearance.

If a student is marked neither present nor absent, the student's attendance that day remains "null," which if not corrected will calculate as a day of attendance in PowerSchool. Such "nulls" are reviewed by Administrative staff at the Grand Avenue location, which then notifies any teacher who should review and correct attendance for that student. Nulls are most common with new students, who may start attending a class before appearing on the roster. The teacher reviews and records the appropriate missing attendance in PowerSchool for those students once they appear on the roll. Although nulls are counted as present in PowerSchool, they are removed in a PowerSchool query when reporting ADA. However, this renders attendance summary reports generated by PowerSchool inaccurate, and they are not reviewed or utilized by HCCTS staff.

Internal Controls

According to the Association of Certified Fraud Examiners (ACFE), The Committee of Sponsoring Organizations of the Treadway Commission (COSO) defines an internal control as, *"a process, effected by an entity's board of directors, management, and other personnel, designed to provide reasonable assurance regarding the achievement of objectives relating to operations, reporting, and compliance."*

Internal control is referred to as a process because it permeates an organization's operating activities and is an integral part of basic management activities. Internal control provides reasonable—not absolute— assurance because the possibilities of human failure, collusion, and management override of controls make this process imperfect. An internal control can comprise multiple processes. These processes might be in the form of documented policies or procedures or a written communication from management. Processes might also come in the form of actual activities, such as planning or checking. When internal controls are embedded in multiple processes, they are likely to be much more effective

Even though an internal control system is ultimately the responsibility of management, everyone within the organization can play a part in helping ensure that a control is working effectively. This can be achieved if people are familiar with the organization's objectives and have aligned their specific objectives accordingly. One individual's objectives might vary from another's due to their differing roles and responsibilities. Even though their specific objectives are not the same, they should still align with the organization's objectives. Management sets the tone for the organization and should ensure that all employees are aware of the importance of internal controls and have a clear understanding of management's expectations regarding standards of conduct.

State of Records at HCCTS

The Consultant found the charter's recordkeeping process sometimes confusing, lacking centralized responsibility or internal controls regarding enrollment and attendance accounting. As a result, requests for information sometimes resulted in delayed or confused responses. This did not seem to be the result of malfeasance or resistance, but more a lack of systems, a lack of defined responsibilities within the organization, and a lacking of understanding the purpose of requests.

Based on the findings and experience of the Consultant as described in this report, there are underlying internal control issues that contribute significantly to the attendance accounting issues noted in this report. While there are written procedures and expectations, they are often divorced from actual practice and do not seem to be consistently reviewed for compliance.

According to Administrative staff, teachers are able to change attendance in the Brain app, but interviews revealed that teachers vary in understanding their ability and/or authority to make corrections of student attendance. Some teachers by-pass the Brain app and enter attendance directly into PowerSchool. While principals are nominally tasked with instructing new

teachers in attendance rules and procedures, and videos are provided, based on the results of this study such training is not detailed and consistent.

There has also been a constant shift in internal attendance rules and requirements, most commonly over the past two years as a result of nearly monthly updates to the Brain app, which was developed in-house and instituted for a variety of purposes, including the taking of attendance.

This has also resulted in wide variations in attendance recording practices by teachers. While as of the date of this report the app seems to be functioning as intended, the complicated aspect of student attendance and lack of centralized training and oversight has resulted in teachers sometimes using the two systems distinctly from each other, with little consistency in implementation. While this inconsistency does not appear to be the cause of incorrect attendance reporting, such a result remains a possibility that contributes to diminishing confidence that ADA is being recorded correctly.

With a lack of centralized responsibility, many functions such as training teachers and para-educators, and evaluating the effectiveness of changes in attendance process and procedures, are less effective than they could be. Again this is not a matter of lack of responsiveness on the part of the charter school, rather it seems to be the result of a lack of coherent and consistent systems and clear command structure, analogous to the proverbial "building the plane while flying it," a scenario voiced by several of those interviewed and that seemed, in part, to become more evident as a result of the organization's rapid post-COVID growth.

Attendance Concerns

Although the Brain app is not formally regarded as the final record of attendance, its use in gathering attendance data and its interface with PowerSchool suggests that communication and interaction with the charter authorizer regarding its implementation and use prior to deployment represents a best practice. For instance, an upcoming update may contain some Artificial Intelligence (A.I.) features. On July 9, 2024, TRUSD and HCCTS staff met and agreed that HCCTS would create a binder containing standardized operating procedures in using the Brain app for attendance, which was to be completed by August 19, 2024. Then HCCTS was to contact their auditors and have them review and make recommendations. After that, the attendance system documentation would be sent to TRUSD for consideration. (Letter from HCCTS Executive Director Bill McGuire to TRUSD, July 16, 2024). As of the finalizing of this report, this new procedure is being developed.

In addition to students utilizing the Brain app to check into class, all HCCS students are required to sign in on a manual register, which is then verified against the electronic sign-in sheet to ensure attendance is accurate. There are students who lack a phone or the app and can only sign in manually until they qualify for a HCCTS issued phone, or successfully download the app to their own cell phone. As a result, the manual registers are an integral part of attendance documentation and those documents should be maintained for three years after the

end of the school year to which they apply. However, based on interviews, records for 2022-23 were disposed of at the end of that school year. The Consultant recommended that HCCTS implement a policy specific to the retention of manual attendance sign-in sheets beginning with 2023-24, in accordance with California Code of Regulations, Title 5, sections 16020-16030.

During interviews, most HCCS teachers reported regular instances of students either scanning in or signing into class and then immediately leaving. Some reported one to two students doing this per day, others reported several or more exhibiting the same behavior. Those teachers with large rosters, primarily in the Level 0-3 classrooms, reported the most difficulty preventing this, or indicated they were under the impression they were powerless to do anything about it. According to teachers interviewed, those students are counted as present in most cases. Some teachers indicated they did not allow students to simply sign in and leave, responding by changing attendance in the system to absent. Other teachers required students to stay for a minimum period of time in order for them to be marked present. Some provided homework packets and gave them attendance credit when work was turned in, pointing to the difficulty many students have with work schedules and parental responsibilities. Some teachers, noting they are "at will" employees, expressed helplessness in addressing the issue, explaining they have been instructed in the past that if a student appears even for one minute, they are considered present and are to be marked as such.

Of the forty-one HCCS teachers interviewed, 60% indicated that they see students regularly sign in and leave immediately, or leave after being given a homework packet. The remainder require that students attend, generally for a half-hour to an hour, in order to receive attendance credit. Since the students are adults and do not fall under compulsory attendance laws, there is no matter of, or recordkeeping for, truancy. Even if marking students present who have no intention of attending class is technically an allowable practice, it raises the issue of quality of education and whether some students are treating HCCS as if it is an Independent Study program. Student attendance also directly correlates to student expectations and academic success, so not tracking this seems a lost opportunity to evaluate program effectiveness and integrity.

It is not clear that teachers have been effectively trained to understand the differences and implications of a student being marked present versus having an excused absence, in which case work can be assigned and returned later for academic credit. Students also gain or maintain public benefits or meet legal requirements for programs when marked present. There is definite inconsistency in understanding attendance policies and what can and cannot be done in the software system. The practice of allowing students to "drive-by" is a matter of concern for teachers. It also seems to be in conflict with state guidance to auditors and the charter's published expectations for students.

Teachers receive notification in the Brain app of the student sign-in and the location where it occurred. Several reported that students sometimes sign in at other sites, as the Brain app does not prohibit it. HCCTS administrators indicated that this was allowed in the software because of events or orientations being held at an alternate location that qualified for student

attendance. However, several teachers indicated their suspicion that some students are taking advantage and signing in for themselves or for others at another location without attending class. Others reported instances of students bringing an absent spouse's phone to class and tapping their attendance. The current security in the Brain app, including a limited time to complete the sign-in process, does not prevent this. If caught, according to those interviewed, attendance was changed in most cases.

Several teachers reported that with the June 2024 update of the Brain app, they could no longer see where a student signed in if they did so at another site, while others said the information was there but they had to dig for it. Some teachers indicated that because of this they do not upload attendance from the Brain app, but instead input attendance manually into PowerSchool.

(During interviews conducted in August 2024, the consensus of those interviewed was that for the 2024-25 school year, students caught scanning in or signing in for others were at risk of being expelled. Students were also required to physically attend for at least a minimum amount of time, although not for the entire class schedule. It is not clear that at that stage all teachers were applying this new rule across the board, and staff indicated inconsistent messaging from administrators in this regard.)

During on-site in-person interviews, teachers stated they do not mark any student present they or their para-educator have not seen, and none reported pressure to fabricate attendance, or inappropriate pressure to improve it.

ADA records were reviewed for each student, provided by HCCTS from PowerSchool via query and used to document ADA for state reporting. Each student who attended prior to P-2 was listed by track, Student ID# and #ADA generated. There were no instances found of students enrolled and earning ADA on multiple tracks, or earning more than one ADA in one year at HCCS or CICA for 2022-23 or 2023-24. The ADA reported for each track matched the P-2 ADA reported to the State.

Enrollment and Class Sizes

During site visits, it was observed that some HCCS classrooms were almost entirely full, with some students standing along the walls of the classroom, and students constantly arrive and depart during the class period. By the afternoon, the classrooms were almost completely empty.

Further inquiry revealed some class rosters nearing four hundred students. Many of these classes see new students enroll nearly every day. Since new students are not enrolling from another school, and a student arriving in May is placed in class the same as a student who began in August, issues arise for teachers attempting to create a coherent and continuous course of instruction throughout the year. Much work ultimately is provided through online software, such as Burlington English, with students progressing at varying rates.

In addition, while sites have lead teachers, principals are responsible for multiple locations and there often is no administrator on site.

HCCS Principals provided class level enrollment information for a sampling of school sites selected by the Consultant at the end of May/early June 2024. One site had four classes with rosters of more than 200 students, with the highest at 334. Five of six classes had more than 90 students attending at some point during the day, with two classes hosting 192 and 210 students on average for the last two weeks of May.

Another site with eight classes had seven with rosters exceeding 200 students, five of those having more than 100 students attending on average at some point during the day.

A third site with four classrooms had three classes with rosters ranging between 180 and 221 students, and daily attendance averaging between 91 and 121 for those three classes.

Of the forty-one HCCS teachers interviewed, thirty reported rosters of 100 or more students. Ten had rosters of 200 or more. Smaller class sizes were observed at the high school level, while large rosters were the norm at Levels zero through three.

As a result, it was decided to review class sizes for all of HCCS during 2022-23 and 2023-24.

The information received from HCCTS for HCCS enrollment in response to that request revealed seventeen classes in March 2023 with rosters of 150 or more students, including one class with 481 students, and ten exceeding 200 students. In March 2024, twenty-four class rosters exceeded 150 students, including one with 420 students. Enrollment in fourteen classes exceeded 200.

Most teachers assigned to Levels 0-3 reported rarely seeing more than half of their students on a given day, who they indicated often treat HCCS almost as if it were CICA, without having to report for a Zoom or in-person session with a teacher once or twice per week as required by that school. A review of 74 classrooms during March 2023 revealed 45 in which teachers saw less than half of their students on average. Of the 8,352 students on rosters that month, an average of 4,307, or 51.57%, attended on any given day.

Of the 98 classes surveyed in March 2024, 77 recorded attendance that on average represented less than half of the number of students on the roster. Of the 12,239 students on rosters, an average of 5,626, or 45.97%, attended on any given day that month.

These large class sizes have clearly been common for the past two years. As previously described, one teacher had a roster of nearly 500 students at one point before the class was split. Classes of these sizes call into question the ability of teachers to accurately take roll—an issue that the Brain app attempts to address—as well as the ability to provide adequate instruction. It is unclear that the class-sizes listed in the SARC reflect actual class sizes. In interviewing 36 HCCS teachers with classes at Levels 0-3 or Bridge, the average size of the roster in June 2024 was 169 students, with the average number attending at some point during the day at 68. Enrollment and class sizes in the SARC should also be reviewed in light of the number of students attending during the year and P-2 ADA generated in relationship to the

number reported each year on the October census date. Below is the table of class sizes for March 2023 and March 2024 based on information provided by HCCTS:

Table of Class Sizes—HCCS

	March 2023	March 2024
# Classes	74	98
Classes 0-49	10	13
Classes 50-99	35	30
Classes 100-149	12	31
Classes 150-199	7	10
Classes 200 +	10	14
Enrollment	8,352	12,239
ADA	4,307	5,626
Avg Class Enrollment	112.86	124.89
Avg Class Attendance	58.20	57.41
Attendance Rate	51.57%	45.97%

Observations of classrooms during this study indicate that the larger classes lack physical capacity for that many students at one time. Para-educators, teachers and principals were asked about procedures when more students show up than can be accommodated in the physical space. The answers varied by site. In some cases, students are told to wait until a spot opens up. In other instances, students arriving when class is full are given homework packets and sent home to work online in Edmentum, Burlington English, or Google Classroom. Sometimes classes are split and a para-educator assists students working online, with the teacher floating between the classroom and the overflow.

In all instances it was reported that students do not attend the entire day, most often attending for two to three hours at most.

Despite the student handbook declaring, “Students are expected to be in school daily and stay for the entire time of your program of study,” in practice there is no expectation of students doing so and in most instances none do. Students tend to arrive and leave in “shifts.” It is unlikely to find a single student attending an entire scheduled day. Teachers repeatedly spoke about students having work schedules or family commitments that made such full-day attendance impossible, so they did not press the issue. With just under 48% of students recorded as present on an average day for the 2023-24 school year, and students often attending in “shifts,” actual attendance in a classroom at any one time, based on observations of classrooms during this study, is almost certainly less than 48%.

Because is it impossible for students in most Level 0-3 classes to attend a full instructional day should they all arrive, it is not possible to affirm that HCCS offers the required instructional minutes in a manner that meets state requirements to qualify for ADA.

The inability for many students to attend full days in person also calls into question whether HCCS meets the audit guide standard of offering at least 80 percent of instructional time at the

school site, as required in Section BB, sub-sections 1b and 1d of the 2023-24 Audit Guide, and of requiring them to physically attend for that 80% minimum of instructional time. The splitting of classrooms when too many students are present also raises the question of whether in those instances a para-educator is effectively supervising the class, instead of the certificated instructor.

Among those interviewed, teacher experience at HCCS ranges from a few months to several years. Approximately half of the teachers interviewed had three or more years of experience at HCCS, while approximately sixty percent possessed overall teaching experience, including at other educational institutions, of three or more years. Roughly twenty-five percent had one year or less of teaching experience at HCCS, and about fifteen percent had one year or less of overall experience, inclusive of time spent at other educational institutions.

Calendar and P-2 Reporting

HCCTS provided the Consultant a work paper outlining its methodology for reporting P-2 and Annual ADA to the State after implementing the attendance function of the Brain app. In this paper, it is stated that:

"HCCTS opted to utilize direct PowerSchool SQL queries for extracting attendance data instead of relying on standard PowerSchool reports due to a limitation caused by how PowerSchool captures attendance data and how attendance is synced with the Brain. Specifically, PowerSchool interprets any attendance records not explicitly entered by a teacher as 'Present.'

"This default behavior creates a risk of overreporting ADA, as students with unknown attendance statuses may incorrectly appear as present. To ensure that ADA is calculated based only on verify (sic) *attendance records, HCCTS requires that all data used in reporting must reflect attendance status actively entered by the teacher. By directly querying the database, we eliminate the risk of including unverified or inferred attendance data. This approach aligns with our commitment to accuracy and compliance, as it prevents our school from claiming ADA for students whose attendance status is uncertain due to this limitation.*

"This method has been consistently validated through external audits and considered to be a reliable mechanism for producing ADA reports."

While a list of all ADA by student, pulled from the PowerSchool query, is supplied to TRUSD by HCCTS, it is unclear that this change to utilizing a query in the attendance reporting procedure was communicated to TRUSD for review and approval.

Additionally, as noted earlier in this report, CDE requirements for calendars are that they begin with the first week of instruction and consist of four full school weeks—they are not the same as calendar months. In discussion with HCCTS staff, it appears that instead of using an attendance school calendar as required by the State Department of Education, the charter school used incorrect calendars for purposes of reporting ADA. While this does not impact the

calculation of annual ADA, it did result in erroneous divisors being used to calculate P-2 ADA for both HCCS and CICA in 2022-23 and 2023-24.

The divisors as reported by HCCTS for HCCS and CICA in 2022-23 were 155 days for Track A, 145 days for Track B, and 136 days for Track C, with the final full school month before P-2 ending on April 13 for all tracks.

However, based on the start days for each track, the number of days at P-2 (excluding Winter Break, as was done in 2023-24) should have been 151 for Track A, 131 for Track B and 132 for Track C, with the final school months before P-2 ending on April 7 for Tracks A and C, and on March 24 for Track B. (Note: If Winter Break is included, the days should have been 141 for Track A, 131 for Track B and 122 for Track C, with P-2 ending on March 24 for Tracks A & C, and on April 7 for Track B.)

Random sampling of twenty CICA students in 2022-23 (see page 45) resulted in an over reporting of 0.14 ADA to the State (10.74 ADA vs 10.88 ADA). Including Winter Break resulted in a sampling error of 10.46 vs. 10.88 ADA.

The divisors as reported by HCCTS (with Winter Break excluded) for CICA in 2023-24 were 174 days for Track A, 156 days for Track B, and 137 days for Track C, with the final full school month before P-2 ending on April 5 for Track A, and April 12 for Tracks B and C. It is noted that the provided calendar also excludes Thanksgiving Break, which is not allowed.

However, based on the start days for each track, (with Winter Break excluded and Thanksgiving Break included) as the number of days at P-2 should have been 169 for Track A, 151 for Track B and 132 for Track C, with the final school months before P-2 ending on March 29 for Track A, and on April 5 for Tracks B and C.

During sampling it became clear that a divisor of 179 was used in reporting Track A P-2 for CICA to the State, a divisor of 156 was used for Track B, and of 137 for Track C. As a result, it is possible the end dates for P-2, as was the case in 2022-23, were not adjusted, with April 12 as the last student attendance day before P-2 being used for all tracks. Using this methodology matches all tracks to the number of days used as the P-2 divisor for 2023-24.

Random sampling of twenty CICA students in 2023-24 (see pages 46-47) resulted in an under reporting of 0.24 ADA to the State for these twenty students (14.37 ADA vs 14.13 ADA). Since the same issues regarding the exclusion of Thanksgiving Break and its impact on the attendance calendar apply to HCCS, and all ADA for individual students was inaccurate, support for P-2 ADA reported to the State could not be validated for either HCCS or CICA in 2022-23 or 2023-24. Attendance Calendars need to be corrected for both years and P-2 ADA re-run for both schools.

Following is a comparison of the calendars used for CICA to calculate P-2 divisors versus the calendars that should have been used. For 2022-23, the left column represents the Academic Calendar as used, with common end dates for each track, and for 2023-24 the CICA Attendance calendar with both Thanksgiving Break and Winter Break excluded. The right column for both charts displays the calendar (excluding Winter Break) that should have been

used per CDE guidelines. The same attendance calendar was apparently used in 2022-23 for both CICA and HCCS.

HCCTS SCHOOL CALENDAR COMPARISONS 2022-23- Excluding Winter Break

Academic School Calendar			Attendance Calendar per CDE	
TRACK A			TRACK A	
Month 1	Aug 15-Aug 31	13	Aug 15- Sep 9	19
Month 2	Sept 1 - Sept 30	21	Sept 12 - Oct 7	20
Month 3	Oct 1 - Oct 31	21	Oct 10 - Nov 4	20
Month 4	Nov 1- Nov 30	16	Nov 7 - Dec 2	14
Month 5	Dec 1 - Dec 31	17	Dec 5 - Jan 13	20
Month 6	Jan 1 - Jan 31	16	Jan 16 - Feb 10	19
Month 7	Feb 1 - Feb 28	19	Feb 13 - Mar 10	19
Month 8	Mar 1 - Mar 31	23	Mar 13-Apr 7	20
Month 9	Apr 1 -Apr 13	9		
TOTAL AT P-2		155	TOTAL AT P-2	151
TRACK B			TRACK B	
Month 1	Aug 29-Aug 31	3	Aug 29- Sep 23	19
Month 2	Sept 1 - Sept 30	21	Sept 26 - Oct 21	20
Month 3	Oct 1 - Oct 31	21	Oct 24 - Nov 18	19
Month 4	Nov 1- Nov 30	16	Nov 21 - Dec 16	15
Month 5	Dec 1 - Dec 31	17	Dec 19 - Jan 27	19
Month 6	Jan 1 - Jan 31	16	Jan 30 -Feb 24	19
Month 7	Feb 1 - Feb 28	19	Feb 27 - Mar 24	20
Month 8	Mar 1 - Mar 31	23		
Month 9	Apr 1 -Apr 13	9		
TOTAL AT P-2		145	TOTAL AT P-2	131
TRACK C			TRACK C	
Month 1	Sept 12 - Sept 30	15	Sept 12 - Oct 7	20
Month 2	Oct 1 - Oct 31	21	Oct 10 - Nov 4	20
Month 3	Nov 1- Nov 30	16	Nov 7 - Dec 2	14
Month 4	Dec 1 - Dec 31	17	Dec 5 - Jan 13	20
Month 5	Jan 1 - Jan 31	16	Jan 16 - Feb 10	19
Month 6	Feb 1 - Feb 28	19	Feb 13 - Mar 10	19
Month 7	Mar 1 - Mar 31	23	Mar 13-Apr 7	20
Month 8	Apr 1 -Apr 13	9		
TOTAL AT P-2		136	TOTAL AT P-2	132

For 2023-24, if the date for P-2 is extended to April 12 for Track A, the divisors of 179, 156 and 137 match the divisors actually used by CICA as noted on page 33:

CICA SCHOOL CALENDAR COMPARISONS 2023-24--Winter Break Excluded

CICA Attendance Calendar			Attendance Calendar per CDE	
TRACK A			TRACK A	
Month 1	Jul 10- Aug 4	20	Jul 10- Aug 4	20
Month 2	Aug 7-Sept 1	18	Aug 7-Sept 1	18
Month 3	Sept 4-Sept 29	19	Sept 4-Sept 29	19
Month 4	Oct 2 - Oct 27	20	Oct 2 - Oct 27	20
Month 5	Oct. 30 - Dec 1	19	Oct. 30 - Nov 24	14
Month 6	Dec 4- Jan 12	20	Nov 27- Dec 22	20
Month 7	Jan 15- Feb 9	19	Jan 8- Feb 2	19
Month 8	Feb 12-Mar 8	19	Feb 5-Mar 1	19
Month 9	Mar 11-Apr 5	20	Mar 4-Mar 29	20
TOTAL AT P-2		174	TOTAL AT P-2	169
TRACK B			TRACK B	
Month 1	Aug 14-Sept 8	19	Aug 14- Sep 8	19
Month 2	Sept 11 - Oct 6	20	Sep 11 - Oct 6	20
Month 3	Oct 9 -Nov 3	20	Oct 9 - Nov 3	20
Month 4	Nov 6- Dec 8	19	Nov 6 - Dec 1	14
Month 5	Dec 11 - Jan 19	19	Dec 4 - Jan 12	20
Month 6	Jan 22-Feb 16	20	Jan 15- Feb 9	19
Month 7	Feb 19 - Mar 15	19	Feb 12 - Mar 8	19
Month 8	Mar 18-Apr 12	20	Mar 11-Apr 5	20
TOTAL AT P-2		156	TOTAL AT P-2	151
TRACK C			TRACK C	
Month 1	Sept 11 - Oct 6	20	Sep 11 - Oct 6	20
Month 2	Oct 9 -Nov 3	20	Oct 9 - Nov 3	20
Month 3	Nov 6- Dec 8	19	Nov 6 - Dec 1	14
Month 4	Dec 11 - Jan 19	19	Dec 4 - Jan 12	20
Month 5	Jan 22-Feb 16	20	Jan 15- Feb 9	19
Month 6	Feb 19 - Mar 15	19	Feb 12 - Mar 8	19
Month 7	Mar 18-Apr 12	20	Mar 11-Apr 5	20
TOTAL AT P-2		137	TOTAL AT P-2	132

Note--CICA Calendar incorrectly excludes Thanksgiving Week

The HCCS attendance calendar for 2023-24 included Winter Break, but also incorrectly excluded Thanksgiving Break. The following is a summarized difference between the P-2 divisors for HCCS per the calendar provided, and the divisors per a calendar created per CDE instructions, also including Winter Break, and properly including Thanksgiving Break:

	HCCS Calendar	CDE Calendar
Track A	164	179
Track B	146	141
Track C	137	122

HCCS Questioned ADA—College Oak Holiday Closure

On August 9, 2023 and March 27, 2024, the College Oak location, which is a local mosque, was closed—on August 9 due to staff development and on March 27 due to Muslim holidays. Some teachers taught those days at another location and some students opted to attend at the alternative location. However, a number of students were provided with Short-term Independent Study assignments. Although it may be possible that an alternative classroom setting was available for students on those days, making the short-term IS assignment voluntary as is required, for the 2023-24 school year Short-term Independent Study had to be offered for a minimum of three days. Since it was offered only for one day, it appears that those days of attendance are not eligible for claiming apportionment funding.

In addition, on August 9, 2023, based on information provided by HCCTS, only 21 students appeared in person at another location, while 523 opted for short-term Independent Study, making it difficult to claim that another location was available for students if they did not want to participate in Short-Term IS.

On March 27, 2024, 737 Track A students, 103 Track B students and 842 Track C students opted to attend in person at another location.

For August 9, 2023, the questioned number of days of apportionment, representing days claimed for Short-term IS, for Track A is 523—Tracks B and C had not yet begun their year.

For March 27, 2024, the questioned number of days of apportionment for Track A is 218, for Track B, 40 and for Track C, 246.

The questioned P-2 ADA for Track A for both days results in a decrease of 4.26 ADA, a decrease of 0.26 ADA for Track B and a decrease of 1.79 ADA for Track C, resulting in a total ADA decrease of 6.31 ADA.

At a 2023-24 funding rate of $12,015 per ADA for Grades 9-12 plus a grade span adjustment of $312 per ADA, for a total of $12,327 per ADA, the total questioned costs amount to $77,783.

CICA School Structure

Similar to HCCS, CICA operates as a single school, spread across multiple locations. But unlike HCCS, Principals are assigned to administer specific levels (IHS, Bridge, HS). They are responsible for all locations for the level they are assigned.

As with HCCS, the school is divided into three "grade-level" designations. Levels zero through three represent ninth grade and students range in education from those who are illiterate in their own language and may have never attended school, to students with some education background and some proficiency in the English language.

The next level is "Bridge," in which specific courses are taught, representing tenth grade, and serving as a qualifier to the High School program, or twelfth grade, from which students can earn their diploma.

Students at the "Bridge" level or at the High School level may also be attending CTE courses. CTE instructors are to provide attendance to the Independent Study teacher in order to mark attendance for the students in those courses, in addition to their regular Independent Study work.

As with HCCS, beginning in 2020-21, students who were English Learners were transferred from an Adult Elementary Education program to an International High School (IHS) program, with a resulting change in grade designation and funding from Grades 1 and 2 to Grades 9 and 10. According to CICA's Student Accountability Report Card, students enrolled in IHS in 2020-21 represented just above one percent of students enrolled as of the census date. By 2022-23, 70 percent of the students enrolled in the Independent Study School were IHS or Bridge students, designated as either Grade 9 or 10. This coincided with major expansion in CICA's total enrollment, from 363 to 2,202.

According to CICA's SARC report, in fiscal year 2019-20, 29 of 169 students as of the census date were either Grades 1 or 2. In 2020-21, students enrolled as either Grade 9 or 10 (the previous Grade 1 and 2 designation) had dropped to 5 of 363 students. By 2021-22, the number of Grade 9 and 10 students had risen to 284 of 780. By 2022-23, 1,542 of 2,202 students enrolled were Grades 9 and 10.

Classroom Attendance Procedures-CICA

The Consultant conducted in-person one-to-one interviews with 31 CICA teachers representing three locations between June 7 and June 13, 2024.

According to those interviewed, enrolling students attend a centralized orientation during which they are trained in the use of technology employed by CICA—called Digital Literacy Training—and are provided an Independent Study Master Agreement, which they sign digitally. Once this process is completed, the teacher is notified and receives a copy of the IS Master Agreement in English through the Brain app. At that point the teacher digitally signs and the student is enrolled.

There is a Compliance Team that reviews CICA paperwork. The following is an explanation provided by CICA administration of the team's role, process and procedures:

"Not really involved in the enrollment process. We are responsible for the monthly checks on teacher rosters as part of the IS check in process to see if the teachers roster or students courses has been updated and we track that accordingly. The teacher is informed by a counselor when they have a new student and when the student is going through the orientation process they sign the Master Agreement in the Brain as part of the onboarding process. The compliance team is responsible for verifying that the Master Agreement has been signed and accurate, the Learning Report and work samples have been submitted and accurate, and that attendance has been submitted for the student. Attendance is audited by [the Academic Services Generalist], *who acts as an attendance clerk for one of his responsibilities. He runs attendance audits in PowerSchool to make sure the attendance being captured in the Brain is synching up with PowerSchool based on the information submitted through the Brain by the teacher."*

New IS Master Agreements for continuing students are digitally signed by each student prior to commencement of the next unit of study, or the school year, as appropriate.

IHS Students (Levels 0 to 3) and Bridge students are expected to attend, either via Zoom or in person, synchronous instruction through two-hour classroom sessions twice per week—this was changed in Spring 2024 from four sessions per week. In addition, they are assigned homework which must be submitted according to deadlines set by the teacher. Some teachers assign work daily, most online through Google Classroom or Edmentum. Burlington English is utilized for students learning English.

At the HS level, students work through individual units of study at their own pace, although they must be completed in a specific period of time, (i.e. five weeks). Students must demonstrate a minimum amount of progress each week in order to earn apportionment credit. New IS Master Agreements are completed for each individual unit of study.

Many teachers also provide office hours or schedule periodic meetings with each student.

Students are marked present or absent for the sessions offered twice per week, with apportionment credit for the remaining days dependent on work being turned in by the student.

High school level students generally meet with their teacher once per week for an hour, since they are more able to work independently.

Students who have not submitted their assignments are first contacted by the teacher. If this does not result in contact, the teacher may request contact through the Intervention team, which will assign a para-educator with knowledge of the language and culture of the student in question to make contact. If that contact is unsuccessful in achieving re-engagement, the student is sent a letter warning them that they will be dis-enrolled within a certain period of

time—this is referred to as a "Leave of Absence" or "LOA." Most teachers interviewed reported multiple instances of students being placed on LOA during the year.

According to the CICA Tiered Re-Engagement Strategy, teachers are instructed to review their rosters at the end of each learning period (twenty-day school month) to determine if any students need to be referred for LOA. The majority of teachers during interviews indicated having at least one student currently being evaluated for potential LOA.

At the high school level, it is expected that a student missing more than three assignments will also meet with a counselor, rather than having a para-educator reach out to them. High School teachers are expected to make contact with each student at least once per week.

Teachers maintain student engagement logs in various ways. Generally, contact is documented through the twice-weekly classroom sessions. Other significant contacts are recorded in PowerSchool. Some teachers maintain a log of their own making, documenting other types of student contact.

At the end of each twenty-day school month—or learning period—the teacher submits apportionment credit as well as two work samples for each student via the Brain app to the Compliance Team.

According to the IS Master Agreement, the following is to take place when a student misses assignments:

Board Policies: We understand for students in all grade levels and programs, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be 20 school days. After 2 missed assignments or when a student's educational progress falls below satisfactory levels, an evaluation will be made, to determine whether it is in the best interests of the student to remain in independent study. A student's progress falls below satisfactory levels as determined by the Highlands Community Charter and Technical Schools' Multi-tiered Systems of Support ("MTSS") procedures which considers ALL of the following indicators:

- *i. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).*
- *ii. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.*
- *iii. Learning required concepts, as determined by the supervising teacher.*
- *iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher*

It is unclear whether the LOA process, which is not mentioned in the IS Master Agreement, complies with Board Policy and the IS Master Agreement.

Shown below is a CICA student re-engagement schedule:

CICA Tiered/Student Re-engagement 23-24

Below are the Principals' expectations for teachers. Expectations are shared wi
teachers during teacher onboarding and again during their one-on-one check-in
Teachers and Principals review how to complete log entries in PowerSchool to docume
student interactions and concerns and needed student support and outreach.

International High School (IHS) and Bridge:

CICA
California Innovative Career Academy

(Current)
TIERED RE-ENGAGEMENT
STUDENT ATTENDANCE

ACTION	STUDENT HAS MISSED 2 DAYS OF CLASS	STUDENT HAS MISSED 3 DAYS OF CLASS	STUDENT HAS MISSED 4 DAYS OF CLASS	STUDENT HAS MISSED 6 DAYS OF CLASS	TWO WEEKS OF NO CONTACT
Text	✓				
Phone Call	✓				
Email		✓			
Para Support Counselor Support (HS)			✓		
Log Entry	✓	✓	✓	✓	✓
	Ongoing communication with team teacher				
Notes	Teacher submits log entries for every attempt to contact the student	Principal cc'd to all emails and updated during check-ins	Teacher submits log entries for every attempt to contact the student	Principal approves the LOA for the student	Submit an LOA

High school:

Teacher Communication
You should be communicating with your students on a weekly basis. (Via Phone call, text, email.) If you have a student who needs a resource, you will need to communicate that with your counselor. 24-48 hour response time via email. No need to *reply all* to emails sent to all staff.

Log Entries/Leave of Absence
At the end of each week please input log entries for your students for the following reasons: • Missed their student/teacher meeting • Not making adequate progress • Not communicating If a student continuously does not make meetings, does not communicate with you, and does not make academic progress they will need to be placed on a leave of absence. Before placing a student on a leave of absence you will need to communicate that with them. At the end of each learning period you will take a deep dive into your roster and determine if any student needs to be placed on a leave of absence. We can not continue to hold students who are not making progress. If you place a student on an LOA please make sure credits earned are up to date in PS.

The same IS Master Agreement is used for IHS, Bridge and HS levels, despite the fact that student contact is handled differently in each setting. For example, at the High School level, students meet with the teacher once-per-week. Generally there appears to be no consistent, daily contact as required in the IS Master Agreement, which states:

Reporting: We understand that students are required to report to their teacher(s) as scheduled to submit assignments and for reporting his or her progress as follows: Manner: through online messages, email, phone or in-person; Frequency: at least once per school day, M-F; Time: 8:00 a.m.-5:00 p.m.; Place: virtually or in-person.

During interviews it could not be determined that this process is being consistently followed by teachers, and there does not appear to be a centralized format for an "engagement log" of student contacts. Some teachers keep personal logs of contact, while others post "important" contacts into PowerSchool. Some teachers indicated they contact students per the IS Master Agreement, some do not, emphasizing the twice-per-week classroom sessions. Some teachers indicated they post student contacts into PowerSchool, and others do not. Many teachers were unfamiliar with the term "engagement log," thinking it had to do with synchronous instruction.

CICA Attendance Concerns

The Consultant was unable to determine who records student apportionment credit for assigned work. Samples are submitted to a Compliance Team, but some teachers interviewed appeared to be defining student attendance credit as confirmed by the uploaded work samples, and others seemed to be referring to the daily, weekly or monthly assignments.

It also could not be determined how non-apportionment for students is recorded, since during 2023-24 apportionment credit was pre-populated in the attendance system. Attendance statistics provided by HCCTS for CICA showed all sites at virtually 100 percent, and student sampling likewise showed evidence of all students earning full apportionment credit. The Director of Independent Study indicated that students who attend only once or twice are removed from the system, and any days they attended are not claimed as ADA by the charter school. The high attendance rate was attributed to the intervention process.

Due to a lack of training, there appears to be a lack of consistency on the part of many teachers regarding how attendance is earned by a student in Independent Study. In some instances, teachers mark only the synchronous attendance credit, the implication being that they understand the Compliance Team makes the determination of other attendance credit based on student work. Other teachers interviewed admitted not understanding how to mark attendance for Independent Study students beyond the synchronized learning sessions. Again, the pre-populating of apportionment credit creates the possibility of over-reporting ADA.

It is unclear that all teachers understand that work must be assigned for each school day, with the teacher determining how much work that represents for each individual student.

In addition, based on the interviews and lack of supportive documentation of adequate training, the available information presented is characteristic of there being no consistent procedures for CTE teachers to provide attendance to the Independent Study teacher for applicable students.

No interviewees indicated they were forced to change attendance or banked work to improve attendance.

ADA records for all students for which ADA was claimed at P-2, provided by HCCTS from PowerSchool and used to document ADA for state reporting, were reviewed. Each student was listed by Student ID# and #ADA generated. There were no instances of students enrolled and earning ADA on multiple tracks, or earning more than one ADA in one year at CICA for either 2022-23 or 2023-24.

Other Concerns

During this study, based on interviews, available documentation, and the absence of clear and reinforced policies and procedures, the evidence indicates that reviewing the IS Master Agreement with the student lies mostly with the Compliance Team rather than the teacher. This may be to ease the burden on teaching staff and streamline the enrollment process, but

seems at odds with Education Code 51747(2), which includes the provisions regarding satisfactory student progress as judged by the supervising teacher, which it would seem needs to be explained to the student by that teacher:

> *(2) Satisfactory educational progress shall be determined based on all of the following indicators:*
>
> > *(A) The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.*
> >
> > *(B) The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.*
> >
> > *(C) Learning required concepts, as determined by the supervising teacher.*
> >
> > *(D) Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.*

During discussions with HCCTS administrators, it was discovered that IS Master Agreements are not presented to the student in their native language, but that communication about the IS Master Agreement is accomplished through Google Translate.

It cannot be confirmed that interventions as delineated in the IS Master Agreement are truly in place, especially when it comes to students who may intermittently miss assignments or are not attending synchronized learning regularly.

The IS Master Agreement and Board Policy were not in alignment regarding the number of assignments that could be missed. Board Policy states that evaluation of student appropriateness for remaining in Independent Study is triggered in part by the student failing to complete three assignments (HCCTS Board Policy 6158, 2a—Update July 2023), while the IS Master Agreement states that the evaluation will be undertaken after two missed assignments (IS Master Agreement-7/10/2023-7/1/2024). This discrepancy should be corrected.

Enrollment and Class Sizes

Enrollment is continuous, as evidenced by the annual October census counts in the SARC versus the number of students attending at least one day and the P-2 ADA generated. Among CICA teachers interviewed, class sizes varied between fifteen and forty students, with the majority landing somewhere in the twenties. Of the thirty-one teachers interviewed, eight had a class roster of twenty or fewer students, four had between twenty-one and twenty-five students, nine had between twenty-six and thirty, nine had between thirty-one and thirty-nine, and one had forty students. The average was twenty-three.

Among those interviewed, teaching experience at CICA ranged from seven instructors who had been teaching for three months or less, another nine who had been at CICA for less than a year, eleven who had taught at CICA for one to two years, and four who had been teaching

there for three to five years. Since CICA was completing its fifth year in existence in June 2024, no teachers had spent five plus years at the charter school.

Overall teaching experience included slightly more than twenty percent (seven of thirty-one), with less than one year total experience. Nearly half, fifteen of thirty-one, had between one and two years of experience. Five teachers had three to five years and four had more than five years of experience.

Since all students are age twenty-two or older, class-size ratios for Non-Classroom Based programs do not apply to CICA.

CICA Attendance Testing

Sample testing and examination of results are intended to provide reasonable but not absolute assurance regarding whether enrollment and attendance reported by CICA meets standards of legality and accuracy. The purpose of sampling attendance is to provide insight into attendance and enrollment reporting. Selections made were analyzed and compared to board policies, state requirements and best practices.

Attendance testing was first conducted for CICA. Twenty students from 2022-23 and twenty students from 2023-24 were randomly selected by the Consultant, for a total of forty students. Attendance was reviewed and reconciled against what was reported by CICA to the State.

Students were selected from a total population of all students, provided by HCCTS and identified only by ID number that included the ADA calculated for those students as part of the P-2 ADA reported.

The twenty students selected at random for testing from 2022-23 attendance records were represented by fifty-eight different IS Master Agreements and nineteen different teachers.

The twenty students selected at random for testing from 2023-24 attendance records were represented by forty-eight different IS Master Agreements and twenty-six different teachers.

The first column of the tables on the next pages represents ADA reported by CICA to the State at P-2 based on that student's attendance. The second ADA column represents the attendance calendar submitted by CICA. For 2022-23, that calendar was the same as the Academic calendar, with all tracks having the same ending date at P-2. For 2023-24 that calendar excluded Thanksgiving Break and Winter Break, as previously discussed. For Track A, the attendance did not match the ADA reported at P-2 because of the incorrect divisor of 179 being used. The third column represents the ADA that should have been reported at P-2 based on the attendance calendar per CDE guidelines. The "Att Beg" and "Contract" indicate the first day of attendance and the date the IS Master Agreement was signed by both the teacher and student. The "samples" column indicates whether that student's work samples were retained, with "X" indicating they were.

Adherence to proper Attendance Reporting was measured against the following criteria:

1) Student Residence Within California
2) Student Aged 22 or Older
3) Master Agreement for Each Student
4) Sample Work on File for Each Student
5) Attendance Reported Only On or After Date of Teacher and Student Having Signed Master Agreement
6) Student's P-2 ADA Matches Report to State
7) Student Taught by Certificated Teacher
8) Verification That All Attendance Was Reported on one of the Charter's Schooldays
9) That No Student Generated More Than One Day of Attendance For Each Day
10) Whether Students Appear to be Engaged in Instruction Exclusively to Learn English

Results of 2022-23 Testing:

CICA Student Sampling 22-23
Winter Break Excluded

	Track	ADA P2	CICA Calendar	CDE Calendar	Grade	Att Beg	Contract	Samples
Student 1	C	0.389706	0.389706	0.439394	12	20230130	20230130	X
Student 2	A	1.000000	1.000000	1.000000	9	20220711	20220711	X
Student 3	C	0.889706	0.889706	0.886364	9	20221003	20221003	X
Student 4	A	0.780645	0.780645	0.801325	12	20220808	20220808	X
Student 5	C	0.610294	0.610294	0.598485	12	20221202	20221202	X
Student 6	A	1.000000	1.000000	1.000000	9	20220711	20220711	X
Student 7	A	0.780645	0.780645	0.801325	9	20220711	20220711	X
Student 8	C	0.080882	0.080882	0.083333	10	20230310	20230310	X
Student 9	C	0.220588	0.220588	0.227273	9	20221007	20221007	X
Student 10	C	0.316176	0.316176	0.212121	10	20230214	20230214	X
Student 11	A	1.000000	0.987097	0.986755	12	20220711	20220711	X
Student 12	C	0.102941	0.102941	0.075758	12	20230327	20230327	X
Student 13	C	0.286765	0.286765	0.265152	10	20230217	20220711	X
Student 14	C	0.389706	0.389706	0.371212	9	20230130	20230130	X
Student 15	A	0.567742	0.567742	0.582781	12	20220711	20220711	X
Student 16	C	0.492647	0.492647	0.477273	9	20230109	20230109	X
Student 17	C	0.330882	0.330882	0.310606	12	20230209	20230209	X
Student 18	C	0.441176	0.441176	0.424242	9	20230119	20230119	X
Student 19	C	0.977941	0.977941	0.977273	9	20220915	20220915	X
Student 20	A	0.219355	0.219355	0.225166	12	20220711	20220711	X
		10.8778	10.8649	10.74584				

- 20 of 20 students met Criteria 1, Student Residence Within California
- 20 of 20 students met Criteria 2, Student Aged 22 or Older
- 20 of 20 students met Criteria 3, Master Agreement for Each Student
- 20 of 20 students met Criteria 4, Sample Work on File for Each Student
- 20 of 20 students met Criteria 5, Attendance Reported Only on or After Date of Teacher and Student Having Signed Master Agreement
- Only 2 of 20 students met Criteria 6, Student's P-2 ADA Matches Report to State (matches only those with 100 percent apportionment credit)
- Only 18 of 20 students met Criteria 7, Student Taught By Properly Credentialed Teacher
- 20 of 20 students met Criteria 8, All Attendance Was Reported on One of the Charter's Schooldays
- 20 of 20 students met Criteria 9, No Student Generated More Than One Day of Attendance for each Calendar Day.
- 8 of 20 students according to Criteria 10 appear to be engaged in instruction almost exclusively devoted to learning English. This is based on the class offering listed in the Master Contract and a review of sample work.

One student, Student 11, was credited with 1.0 ADA in the PowerSchool query. However, there were two days of absence prior to P-2 not reflected in the query calculation provided to the Consultant. Accordingly, that student's ADA was over reported by two days.

Results of 2023-24 Testing:

CICA Student Sampling 23-24
Winter Break Excluded

	Track	ADA P2	CICA Calendar	CDE Calendar	Grade	Att Beg	Contract	Samples
Student 1	A	0.162011	0.166667	0.171598	9	20230919	20230710	X
Student 2	B	0.961538	0.961538	0.960265	9	20230822	20230822	X
Student 3	B	0.775641	0.775641	0.768212	10	20230905	20230905	X
Student 4	A	0.290503	0.298851	0.307692	9	20230717	20230717	X
Student 5	C	0.737226	0.737226	0.727273	12	20231031	20231031	X
Student 6	A	0.888268	0.913793	0.940828	9	20220710	20230710	X
Student 7	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 8	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 9	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 10	A	0.318436	0.327586	0.337278	9	20230710	20230710	X
Student 11	A	0.558659	0.574713	0.591716	9	20230807	20230807	X
Student 12	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 13	A	0.458101	0.471264	0.485207	9	20230905	20230904	X
Student 14	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 15	A	0.620112	0.637931	0.656805	9	20230710	20230710	X
Student 16	A	0.324022	0.333333	0.343195	9	20230710	20230710	X
Student 17	A	0.575419	0.591954	0.609467	9	20230720	20230720	X

Student 18	B	0.467949	0.467949	0.483444	12	20230905	20230905	X
Student 19	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 20	C	0.992701	0.992701	0.992424	9	20230912	20230912	X
		14.13059	14.25115	14.3754				

- 20 of 20 students met Criteria 1, Student Residence Within California
- 20 of 20 students met Criteria 2, Student Aged 22 or Older
- 20 of 20 students met Criteria 3, Master Agreement for Each Student
- 20 of 20 students met Criteria 4, Sample Work on File for Each Student
- 20 of 20 students met Criteria 5, Attendance Reported Only on or After Date of Teacher and Student Having Signed Master Agreement
- Only 5 of 20 students met Criteria 6, Student's P-2 ADA Matches Report to State (matches only those with 100 percent apportionment credit)
- Only 19 of 20 students met Criteria 7, Student Taught By Properly Credentialed Teacher
- 20 of 20 students met Criteria 8, All Attendance Was Reported on one of the Charter's Schooldays
- 20 of 20 students met Criteria 9, No Student Generated More Than One Day of Attendance for Each Calendar Day
- 17 of 20 students according to Criteria 10 appear to be engaged in instruction primarily devoted to learning English. This is based on the class offering listed on the IS Master Agreement and a review of sample work.

Because of the deficiencies discussed earlier regarding class sizes and instructional minutes, and the same attendance calendar issues that caused inaccurate ADA for CICA, in consultation with TRUSD it was determined that no individual student testing of attendance would be conducted for HCCS, since the same inaccuracies would result. The deficiencies in HCCS' instructional minutes offered should be reviewed in light of the charter, and ADA re-run for 2022-23 and 2023-24 with the correct calendar, as noted in the Findings and Recommendations section of this report. Once this is complete, it is recommended that testing of HCCS attendance be undertaken.

A list of findings and recommendations begins on the next page.

FINDINGS AND RECOMMENDATIONS

Finding 1: Attendance Calendar (HCCS and CICA)

Both HCCS and CICA used a calendar for purposes of reporting ADA to the State that resulted in incorrect P-2 divisors for both schools in 2022-23 and 2023-24. The ADA reported to the State for both years could not be verified.

Recommendation: HCCTS should use twenty-day calendar months as required of charter schools by the California Department of Education in order to utilize the correct divisors in calculating P-2. HCCTS should recalculate P-2 with the correct divisors for both 2022-23 and 2023-24 and revise their P-2 reports for HCCS and CICA to both TRUSD and the State.

Finding 2: Class Sizes (HCCS)

In reviewing class-sizes for HCCS, seventeen classes had rosters of 150 or more students in March 2023 and twenty-four classes had rosters of 150 or more in March 2024. Classroom spaces cannot physically accommodate that number of students at one time, and interviews and observation point to students being provided work packets and sent home, or encouraged to attend only part of the day as space permits. This means it is possible HCCS is not offering the scheduled instructional minutes, or meeting the obligation of offering at least 80 percent of instructional time at the school site, or requiring students to physically attend for 80 percent of the time.

Recommendation: HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 3: Student Attendance (HCCS)

During interviews with teachers and personal observations of classrooms, it was noted that students arrive and depart continuously during classes. Interviews indicated that a significant number of students simply check in and leave class without intending to attend, or are given packets and leave to work independently at home.

Recommendation: HCCS should review this practice, which is in conflict with its student handbook and the charter petition. It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 4: Student Attendance (HCCS)

On August 9, 2023 and March 27, 2024, the College Oak site, located within a local mosque, was closed for staff development and Muslim holidays. Some students were provided one-day Independent Study packets. On June 29, 2024, SB 153 was signed into law and ended the

requirement for a minimum of three days for short-term Independent Study. On August 2, 2024, the California Department of Education released a letter confirming this change and indicated it was effective beginning with the 2024-25 school year. Since the three day minimum was in effect during the 2023-24 school year, ADA earned for these students is not allowable.

Recommendation: Short-term Independent study policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reports should be prepared for HCCS, removing the days inappropriately claimed for each track.

Finding 5: Annual Instructional Minutes (HCCS)

The number of annual instructional minutes required at the high school level is 64,800. In 2022-23, while the "A" Track for students attending the PM schedule met the required days of instruction, the annual instructional minutes calculation was only 58,290, which is 6,510 minutes short of the number of minutes required.

Recommendation: HCCTS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 2022-23 should be filed and whether it would apply only to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA reduction of 10.05% (58,290 divided by 64,800 equals 89.95%).

Finding 6: Retention of Records (HCCS)

Records documenting student attendance are required to be retained for three years after the end of the applicable school year per CCR Title 5, Sections 16020-16030. In addition to electronically scanning their attendance, students sign a manual register in the classroom. According to interviews, prior to 2023-24, these records were discarded at the end of the school year.

Recommendation: Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.

Finding 7: Teacher of Record – Credentials (CICA)

According to "Maximizing ADA & Maintaining Compliance With Independent Study," published in 2020 by the California Association of School Business Officials (CASBO), one of the requirements for receiving apportionment for Independent Study is, "*A credentialed teacher assigned overall responsibility of the pupil's independent study (i.e. supervising teacher).*"

In addition, the IS Agreement must include, *"Dated signature of the pupil, parent/guardian, supervising teacher, and other persons responsible. (5 CCR Section 11702)"*

CASBO further states on Page 2.5:

The supervising teacher:

• *Must be certificated teacher employed by school district or county office claiming apportionment attendance (Education Code Section 51747.5 (a).*

During sampling of 2022-23 CICA ADA, two students were under IS Master Agreements signed by teachers who, according to the California Commission on Teacher Credentialing (CTC) website possessed only Certificates of Clearance. One student had 14 days of attendance claimed at P-2, while the other had 101 days claimed at P-2 under the IS Master Agreement in question. The teacher in the second instance received a certification on June 6, 2023; therefore, days reported between that date and the end of the school year may be claimed for Annual ADA.

During 2023-24, one student was under an IS Master Agreement in 2023-24 signed by a teacher who according to the CTC website possessed only a 30-day Substitute Teaching Permit. It is not clear whether this permit was valid at the time of the IS Master Agreement being signed. This potentially means some days were claimed for apportionment that should not have been.

Recommendation: HCCTS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reports should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 8: Student Attendance Records (CICA)

During 2022-23 and 2023-24, students were pre-marked for attendance apportionment for Independent Study, with the teacher tasked with changing the mark to non-apportionment if work was not turned in on time. Interviews with teachers indicated a lack of understanding on the part of many regarding responsibilities for determining student attendance in Long-Term Independent Study. It is not clear that all teachers understand the relationship between work product assigned and turned in and attendance, or the use of teacher judgement in determining the time value of assignments. From the teachers' perspective, there seemed to be a reliance on the Compliance Team checking for work samples as validation for attendance. This creates the possibility of over-claiming ADA.

Recommendation: While administration indicated that the practice of pre-populating attendance has been changed for 2024-25, this has not been tested and verified. TRUSD should verify with HCCTS that this practice has changed. Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.

Finding 9: Independent Study Master Agreements (CICA)

IS Master Agreements are reviewed with students during intake, with few teachers reviewing the IS Master Agreement and course expectations with the student prior to their signing it. Further, IS Master Agreements are provided to students in English only, even to those with little or no English skills, with Google Translate being used to facilitate the process.

Recommendation: IS Master Agreements should be made available to English learners in their own language, as well as in English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students should be

required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.

Finding 10: Independent Study Master Agreements (CICA)

The IS Master Agreement indicates that students are required to report to their teacher through online messages, email, phone or in-person at least once per school day. The results of this study indicate this is not happening.

Recommendation: Student engagement as defined by the IS Master Agreement should be followed and enforced.

Finding 11: Independent Study Master Agreements (CICA)

Board Policy states that evaluation of student appropriateness for remaining in Independent Study is triggered in part by the student failing to complete three assignments. (BP 6158, 2a—Update July 2023) However, the Master Agreement states that the evaluation will be undertaken after two missed assignments. (Master Agreement-7/10/2023-7/1/2024, Board Policies section.)

Recommendation: Master Agreements should be revised to agree with Board Policy.

Finding 12: Independent Study Master Agreements (CICA)

During the sampling of attendance for the 2022-23 school year of twenty students, fifteen had Master Agreements with durations of July 11, 2022 to July 1, 2023. For the 2023-24 school year, all twenty sampled students signed agreements with durations of July 10, 2023 to July 1, 2024. Each school year ends on June 30. Master Agreements cannot have a duration longer than one school year.

Recommendation: Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.

Finding 13: Student Engagement Logs (CICA)

Student engagement logs are not being maintained by teachers in accordance with the Master Agreement and the State Audit Guide.

Recommendation: Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.

Finding 14: Change in Attendance Procedures (HCCTS)

Unlike Traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During 2022-23 and 2023-24, HCCS made numerous material changes to their procedures for collecting attendance and reporting ADA, particularly involving the “Brain” app, but did not inform TRUSD.

Recommendation: There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.

Finding 15: Internal Controls (HCCTS)

The reporting structure and internal controls around attendance were inadequate during the timeframe of the study. This resulted in multiple errors in attendance accounting, lack of training of teachers and staff, and inconsistency in documenting and verifying attendance reporting.

Recommendation: HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and provide them with resources to ensure accurate reporting and coordination of training teachers and principals.

Finding 16: Attendance Calendar (HCCTS)

Students are enrolled in one of three tracks depending on start dates in July, August or September. However, these tracks are not exclusive to certain classrooms, and it appears that the reason for this is to maximize ADA for students who start in later tracks. There is no separate class or curriculum for these students, who are integrated into existing classrooms.

Recommendation: All students should be enrolled in one track, unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B and HS in Track C.

Finding 17: Student Attendance (HCCTS)

Teachers in the CTE program are to report student attendance to the supervising teachers in the CICA program, who then are to include that attendance in the student's record in PowerSchool. During interviews it was disclosed that this is often not happening, unless prompted by the CICA teacher.

Recommendation: It is recommended that HCCTS review expectations with CTE teachers and ensure that student attendance is being reported properly and promptly to the appropriate CICA teacher.

Finding 18: Board Policies (HCCTS)

At the time of the beginning of this study, nearly all board policies had not been updated since 2017. Administration began the process of reviewing and updating policies after this was suggested at the initial entrance meeting.

Recommendation: Review existing board policies and update as needed. Board policies should include a date of Board approval.

Finding 19: School Accountability Report Card (HCCTS)

There appear to be inconsistencies in enrollment and class sizes posted in the 2022-23 School Accountability Report Card (SARC), especially for HCCS.

Recommendation: The SARC should be reviewed for accuracy and compared to class rosters and reported attendance.

Finding 20: Charter School and Charter Authorizer Oversight Responsibilities (HCCTS and TRUSD)

Considering the unique nature of the programs and complexity of reporting requirements for HCCTS, additional oversight measures should be considered above the minimum Education Code requirements and those in the current MOU.

Recommendation: It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reporting documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCS and CICA student attendance.

APPENDIX A

Highlands Community Charter and Technical Schools

Attendance Audit Response "*Attendance Review & Action Plan 2024-2026*"

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Attendance Review & Action Plan
2024-2026

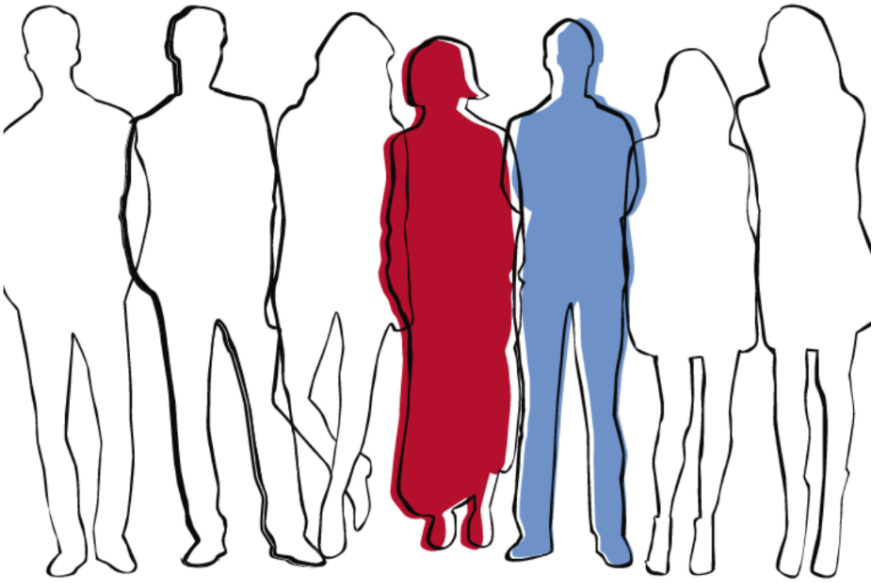

1333 Grand Avenue, Sacramento, CA 95838
Authorized by: Twin Rivers Unified School District

Revised date: 02.27.2025

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Executive Summary

Attendance Integrity

TRUSD's findings confirmed there was no evidence of fraudulent attendance reporting at HCCTS as outlined on page 29: "*During on-site in-person interviews, teachers stated they do not mark any student present they or their para-educator have not seen, and none reported pressure to fabricate attendance, or inappropriate pressure to improve it"*. Interviews conducted by Dennis Snelling with teachers, paraeducators, and staff revealed no reports of pressure to fabricate or manipulate attendance records. Furthermore, there was no evidence that any student received more than one ADA (Average Daily Attendance) per year at HCCS or CICA.

Significant Findings

The report identified several areas where HCCTS needs improvement. Staff require training on attendance-taking and accountability procedures, and the organization lacks strong, centralized attendance policies. There are inconsistencies in independent study procedures and Master Agreements, along with errors in instructional minutes calculations, which resulted in one track at HCCS failing to meet the minimum required instructional minutes. Additionally, the use of improper attendance month calendars led to inaccurate ADA calculations.

Next Steps

HCCTS is fully committed to addressing all the findings and recommendations in the TRUSD Forensic Attendance Audit. New systems and procedures have been established to ensure compliance with all California Education Code, Title 5 regulations, and TRUSD oversight recommendations for attendance accounting for students enrolled in HCCS and CICA. An Attendance team has been established to facilitate accurate attendance accounting and accountability with HCCTS. HCCTS will complete the required steps for approval of our new attendance Standard Operating Procedures (SOP) by the end of this fiscal year as required by TRUSD.

HCCTS issues with some assertions in the TRUSD Attendance Audit

Despite providing evidence to the contrary, HCCTS found that several assertions in the final report remained unchanged. Notably, HCCTS had previously informed TRUSD about using "the Brain App" as an attendance tool.

Documentation providing this was presented in a 2022-2023 report drafted by TRUSD and sent to HCCTS. However, the TRUSD Attendance Audit lacks acknowledgment that this information was provided. For additional clarification, “the Brain App” as an attendance tool was discontinued on December 2, 2024.

You may find the comprehensive Student Attendance Review here.

Highlands Community Charter and Technical Schools Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
1	HCCTS should use the twenty-day calendar months as required of charter schools by the ED Code in order to utilize the correct divisors in calculating P-2. HCCTS should recalculate P-2 with the correct divisors for both 22-23 and 23-24 and revise their P-2 reviews for HCCTS to both TRUSD and the State.	In the 2024-2025 school year HCCTS contracted with Charter Impact to assist in getting 20-day calendars set up correctly in PowerSchool to ensure correct divisors in calculating ADA for P-2. Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward. HCCTS will correct the divisors based on a 20-day calendar for 22-23 and will resubmit reviews to both TRUSD and CDE by March 15, 2025.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.
9	IS Master Agreements should be made available to English learners in their own language, as well as in	None.	In the 24-25 school year HCCTS will create translated Master	HCCTS will implement the translated Master Agreements in the 25-26

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students should be required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.		agreements available in the 5 most spoken languages: Spanish Dari/ Farsi Russian Ukrainian Pashto HCCTS will implement the translated Master Agreements in the 25-26 school year and identify if adding more languages is necessary.	school year and identify if adding more languages is necessary.
11	Master Agreements should be revised to agree with Board Policy.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCTS Leadership will revise Board Policy 6158 to agree with the Master Agreement.	Master Agreements will be implemented in the 2025-2026 school year.
14	There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.	Unlike traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During the 2022-23 and 2023-24, HCCS made numerous changes to the	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		procedures for collecting attendance reviewing and has informed TRUSD of these changes. Within the 2022-2023 TRUSD annual oversight review for HCCS, there is the following paragraph: *"This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they have fun ways to learn. They will also be expanding the use of the "Brain" application beyond collecting attendance and meeting compliance requirements to support the academic programs."*		
15	HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and provide them with resources to ensure accurate reviewing and coordination of training teachers and Principals.	HCCTS has a board-approved job description for the Director of Attendance and Admissions position. HCCTS has filled this position. HCCTS is	1. The Director of Attendance will monitor the storage of the teacher's attendance for 3 years. 2. The Director of Attendance will ensure	HCCTS will have the Director of Attendance continue monitoring teacher attendance storage for three years, conduct regular audits to ensure no blanks in

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		currently interviewing for Attendance technicians and specialists.	there are regular audits of the attendance to make sure there are no blanks in PS. 3. The Director of Attendance will present new policies regarding attendance to teachers or those affected. The CBO will bring forth any new attendance policy changes and notify TRUSD if adopted.	PowerSchool, and present new attendance policies to teachers, with any adopted changes being communicated to TRUSD by the CBO.
18	Review existing board policies and update as needed. Board policies should include a date of Board approval.	1. HCCTS utilizes board management Diligent Community software to enhance public transparency and engagement and ensure that staff have access to final drafts with approval dates from the board. 2. Leadership has reviewed all board agendas and minutes. To date, HCCTS has revised 38 policies and removed 4 policies. The remaining 41 will be revised by June	1. Ongoing Review: Continue reviewing and updating existing board policies 2. Completion Timeline: Complete the review and update of all existing board policies by June 30, 2025. 3. Communication Plan: Once updated, communicate the revised policies to relevant staff and educational partners, emphasizing any major changes.	

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		30, 2025, to ensure comprehensive and accurate collection and tracking of all board policies. 3. HCCTS continues to identify needs for additional policy development. 4. All board policies have been reviewed to ensure that all approval dates are included.		
20	**It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reviewing documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCTS student attendance.*	Leadership at HCCTS is in regular communication with TRUSD to ensure all oversight concerns are received and responded to. HCCTS' Chief Business Official meets regularly with TRUSD Executive Director of Fiscal Services of TRUSD regarding budgets, fiscal reviewing, and oversight fees. The Director of Accountability and Assessment	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		communicates with TRUSD regarding annual audits, LCAPs, updated policies, and enrollment reviews, and provides additional documentation needed for TRUSD oversight.		

**These findings are intended for TRUSD.*

Highlands Community Charter School Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
2	HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	HCCTS has contracted with a vendor to measure the classrooms and determine classroom capacities. HCCTS has drafted a classroom capacity policy. Building/Room Capacity is ready to be stored within PS once HCCS has that information.	HCCTS provides appropriate instructional minutes in order to claim ADA. Legal will review and provide feedback on the classroom capacity policy draft. The policy will be piloted and implemented by the end of the 2025-2026 school year. It will be adopted by June 30, 2025.	HCCS will implement the class size policy that was approved by the Board in 2024-2025.
3	A significant number of students simply check and leave without intending to attend. HCCS should address that. It is in conflict with its student handbook and the charter petition. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	HCCS has drafted a new bell schedule that is proposed for the 2025-2026 school year with only one track. HCCS is currently drafting a new attendance standard operating procedure that outlines student attendance.	HCCS will create an updated bell schedule with five periods. Teachers will take attendance for every period to better track when students are present and when students are absent. Associate Deputy Directors will present the new bell schedule to the HCCTS board for discussion in February 2025. HCCS will draft an attendance standard operating procedure where students must attend a	HCCS will ensure students attend a minimum percentage of offered minutes.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			minimum percentage of offered minutes to generate ADA. HCCTS will update the Student Handbook HCCTS will update all the attendance policies.	
4	Short-term IS policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reviews should be prepared for HCCS, removing the days inappropriately claimed for each track.	The three-day minimum requirement for Independent Study does not apply to charter schools as they are exempt through Edc. code 47610. HCCS is exempt from Ed Code AB 130 section 53. Therefore there is no reason to revise it.	HCCS is currently reviewing short-term Independent Study policies with legal counsel.	HCCS is not offering Independent Study for classroom-based instruction.
5	The annual instructional minutes calculation was 4,500 minutes short of the number of minutes required. HCCS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 22-23 should be filed and whether it would apply only	None.	HCCS will review the Track A PM average daily attendance and refile it for an adjustment if calculations confirm that Track A PM was short on instructional minutes. HCCS will then resubmit ADA reviews to TRUSD and CDE by the beginning of the 2025–2026 school year. 4,500 is the correct deficit. The	None.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA.		document incorrectly suggests 6,510 minutes. HCCS will be able to factor this into the P2 adjustments above. HCCS will apply the reduction to ONLY night-time track A students unless otherwise directed.	
6	Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.	On 11/21/24 the Associate Deputy Director overseeing Academics shared with teachers and paraeducators the paper attendance storage expectations: 1. Paper attendance rosters/ sign-in sheets will be used for every period and stored in the classroom. 2. Teachers will not destroy or dispose of any student attendance records. 3. Every year HCCS will collect all attendance records and store them for three years.	1. Training and Expectations: HCCS will provide clear training for all teachers and relevant staff on proper storage and retention of attendance registers for three years, emphasizing compliance with policy and timelines. Additionally, teachers will be given a written guide or checklist detailing acceptable storage practices (e.g., secure, dry, and accessible spaces). 2. Audits: The Attendance Director will conduct twice-a-year audits of classrooms to verify that attendance records are stored correctly and securely. 3. Alternative Storage	HCCS will implement a comprehensive plan to ensure proper storage and retention of attendance records. This includes training teachers and staff on storage practices, conducting bi-annual audits by the Attendance Director, providing alternative storage options for teachers with limited space, and onboarding new teachers on record-keeping procedures. Additionally, all training will require staff confirmation through signed acknowledgment.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			Options: Teachers lacking adequate storage space will coordinate with the Attendance Director to transfer their attendance registers to a centralized storage location maintained by the Attendance Department. 4. All new teachers will be onboarded on the process of maintaining their attendance records and where to store them for their class. 5. All training sessions will be accompanied by a confirmation of training for each staff member which must be signed.	
7	HCCS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS	HCCS is not currently doing short-term independent study and will not do it for the 2024-2025 school year. It will only be implemented in the future if TRUSD approves the plan. Legal counsel is reviewing all independent study materials	Review the HCCS P2 short-term Independent Study average daily attendance and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher.	HCCS is not implementing short-term Independent Study in the seat-based school for the 2025-2026 school year.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to determine whether this represents a violation of the charter petition or MOU.	and policies.	Resubmit adjusted reviews to CDE and TRUSD. Review the Charter Petition and Memorandum of Understanding with leadership and TRUSD to determine if this represents a violation of the Charter Petition or Memorandum of Understanding.	
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	The Associate Deputy Director overseeing Academics sent an email with the video training for teachers on how to print rosters. 2024-2025 Bell Schedule Video: How teachers can print roster reviews for each period	1. The Director of Instruction and Professional Learning will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Instruction and Professional Learning will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Instruction and Professional Learning will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more	HCCS will ensure all teachers are continuing to receive training on proper attendance procedures.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCS will not offer Independent Study in the remainder of the 2024-2025 school year.	HCCS will not offer Independent Study in the 2025-2026 school year.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	None.	For the 2024-2025 school year, no action will be taken.	HCCS will implement a single attendance track beginning in the 2025-2026 school year. This track will begin on 8/11 to align with the start of the Twin Rivers school year. All tracks will meet the minimum number of instructional minutes as outlined in Education Code 47612.5.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	All internal CTE teachers have been trained on entering daily attendance.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists	HCCS will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			and the attendance technician leads are trained.	
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	The HCCS SARC was approved by the Board on January 23, 2024. The HCCS SARC contains all required school data as well as additional information regarding class sizes and graduation rates.	None.	The 2025-26 HCCS SARC will contain all required information, it will be both accurate and complete.

**These findings are intended for TRUSD.*

California Innovative Career Academy Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
7	CICA should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.	CICA has given credentialing access to the Special Projects Coordinator as part of the CICA Independent Study compliance	Review the CICA P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	CICA will continue to review and verify that all Independent Study Master Agreements are signed by a properly credentialed supervising teacher. The Director of Accountability and Assessment will collaborate with TRUSD to ensure the alignment with the charter petition and MOU.
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	CICA has implemented pacing guides in compliance with AB 130, creating a document that records students' work products along with the time taken to complete them A training for teachers regarding attendance was	1. The Director of Independent Study under the direction of the Associate Deputy Director will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Independent Study under	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		held in August 2024, followed by another training for them that was completed in December 2024. Furthermore, any redesignation of a teacher or new teacher must complete a training with the compliance team.	the direction of the Associate Deputy Director will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Independent Study under the direction of the Associate Deputy Director will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	onboarding process. 3. The Director of CICA, will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel. A training for teachers by the compliance team was held in August 2024, followed by another training for them that was completed in December 2024.	1. An HCCTS Associate Deputy Director will contact Procopio regarding potential updates to CICA's master agreement to see if the language regarding daily student communication can be removed. 2. Under the Direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained on Independent Study master agreements and the student requirements during mandatory Professional Development days in May and August of each year. All training sessions will be accompanied by a confirmation of training for each staff member. 3. Principals will monitor the teachers to ensure that teachers are reviewing their Independent Study	The Director of CICA will ensure that teachers continue to be trained on Independent Study Master Agreements and the student requirements during the Professional Development days by the Compliance Team. Principals will continue to monitor the teachers to ensure that they are reviewing their Independent Study documents correctly including making sure that the students are turning in the correct documents, flagging any teachers who have issues or questions, and any students who did not turn in the correct documents and make respective updates. Communication with the student is essential as well.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			documents correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well.	
12	Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.	None.	1. CICA's Special Projects Coordinator for independent study compliance will ensure the Independent Study Master Agreement is revised so that every new student beginning February 17, 2025 has a duration of no more than one school year in the 2024-2025 school year. 2. Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.	Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
13	Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.	The compliance team has held trainings for CICA teachers and retrained all teachers in August of the 24-25 school year.	1. Under the direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained on student engagement logs and the student requirements during the Professional Development days in May. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the	1. The Director of CICA, along with the Special Projects Coordinator for compliance will continue to ensure that teachers are trained on student engagement logs and the student requirements during the Professional Development days in May and August. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			student is essential as well. 3. Students who do not comply with Independent Study Master Agreements will be evaluated for their participation in the program, and if found ineligible, will be disenrolled.	comply with Independent Study Master Agreements will be evaluated for participation in the program, and if found ineligible, will be disenrolled.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	For the 2024-2025 school year, no action will be taken.	CICA will define the summer track dates.	CICA will move to a single track for attendance in the 2025-2026 school year.
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	The Director of CTE has begun reviewing all attendance practices and policies to better understand where each program needs to improve. The Deputy Director is looking into how other schools with CTE programs track and monitor attendance for CTE programs and how to	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily	CICA will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		incorporate attendance practices into MOUs moving forward.	attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	The CICA SARC has been reviewed. The SARC for 2023-2024 includes additional information that is not required by CDE as it pertains to class size data.	None.	The 2024-2025 CICA SARC will contain all required information, it will be both accurate and complete.

All Findings - HCCTS - HCCS - CICA

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
1	HCCTS should use the twenty-day calendar months as required of charter schools by the ED Code in order to utilize the correct divisors in calculating P-2. HCCS should recalculate P-2 with the correct divisors for both 22-23 and 23-24 and revise their P-2 reviews for HCCS to both TRUSD and the State.	HCCTS	In the 2024-2025 school year HCCTS contracted with Charter Impact to assist in getting 20-day calendars set up correctly in PowerSchool to ensure correct divisors in calculating ADA for P-2. Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward. HCCTS will correct the divisors based on a 20-day calendar for 22-23 and will resubmit reviews to both TRSUD and CDE by March 15, 2025. HCCTS will correct the divisors based on a 20-day calendar for 23-24 and will resubmit reviews to both TRSUD and CDE by March 15, 2025.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
2	HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	**HCCS**	HCCTS has contracted with a vendor to measure the classrooms and determine classroom capacities. HCCTS has drafted a classroom capacity policy. Building/Room Capacity is ready to be stored within PS once HCCTS has that information.	HCCTS provides appropriate instructional minutes in order to claim ADA. Legal will review and provide feedback on the classroom capacity policy draft. The policy will be piloted and implemented by the end of the 2025-2026 school year. It will be adopted by June 30, 2025.	HCCS will implement the class size policy that was approved by the Board in 2024-2025.
3	A significant number of students simply check and leave without intending to attend. HCCS should address that. It is in conflict with its student handbook and the charter petition. **It is further recommended that TRUSD review this discrepancy with HCCTS*	**HCCS**	HCCS has drafted a new bell schedule that is proposed for the 2025-2026 school year with only one track. HCCS is currently drafting a new attendance SOP that outlines student attendance.	HCCS will create an updated bell schedule with five periods. Teachers will take attendance for every period to better track when students are present and when students are absent.	HCCS will ensure students attend a minimum percentage of offered minutes.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to determine whether this represents a violation of the charter petition or MOU.			ADDs will present the new bell schedule to the HCCTS board for discussion in February 2025 HCCS will draft an attendance SOP where students must attend a minimum percentage of offered minutes to generate ADA. HCCTS will update the Student Handbook HCCTS will update all the attendance policies	
4	Short-term IS policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reviews should be prepared for HCCS, removing the days inappropriately claimed for each track.	**HCCS**	The three-day minimum requirement for Independent Study does not apply to charter schools as they are exempt through Edc. code 47610. HCCS is exempt from Ed Code AB 130 section 53.	HCCS is currently reviewing our HCCS short-term independent Study policies with legal counsel.	HCCS is not offering Independent Study for classroom-based instruction.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			Therefore there is no reason to revise it.		
5	The annual instructional minutes calculation was 4,500 minutes short of the number of minutes required. HCCS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 22-23 should be filed and whether it would apply only to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA.	**HCCS**	None.	HCCS will review the Track A PM ADA and refile it for an adjustment if calculations confirm that Track A PM was short on instructional minutes. HCCS will then resubmit ADA reviews to TRUSD and CDE by the beginning of the 2025–2026 school year. 4,500 is the correct deficit. The document incorrectly suggests 6,510 minutes. HCCS will be able to factor this into the P2 adjustments above and will apply the reduction to ONLY night-time track A students unless otherwise directed.	None.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
6	Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.	**HCCS**	On November 21, 2024, the Associate Deputy Director overseeing Academics shared with teachers and paraeducators the paper attendance storage expectations: 1. Paper attendance rosters/ sign-in sheets will be used for every period and stored in the classroom. 2. Teachers will not destroy or dispose of any student attendance records. 3. Every year HCCS will collect all attendance records and store them for three years.	1. Training and Expectations: HCCS will provide clear training for all teachers and relevant staff on proper storage and retention of attendance registers for three years, emphasizing compliance with policy and timelines. Additionally, teachers will be given a written guide or checklist detailing acceptable storage practices (e.g., secure, dry, and accessible spaces). 2. Audits: The Attendance Director will conduct twice-a-year audits of classrooms to verify that attendance records are stored correctly and securely.3. Alternative Storage Options: Teachers lacking adequate storage space will coordinate with the Attendance Director to transfer their attendance	HCCS will implement a comprehensive plan to ensure proper storage and retention of attendance records. This includes training teachers and staff on storage practices, conducting bi-annual audits by the Attendance Director, providing alternative storage options for teachers with limited space, and onboarding new teachers on record-keeping procedures. Additionally, all training will require staff confirmation through signed acknowledgment.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				registers to a centralized storage location maintained by the Attendance Department. 4. All new teachers will be onboarded on the process of maintaining their attendance records and where to store them for their class. 5. All training sessions will be accompanied by a confirmation of training for each staff member which must be signed.	
7	HCCS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. **It is further recommended that TRUSD review this issue with HCCTS to determine whether this*	**HCCS**	HCCS is not currently doing short-term independent study and will not do it for the 2024-2025 school year. It will only be implemented in the future if TRUSD approves the plan. Legal counsel is reviewing all independent study materials and policies.	Review the HCCS P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition	HCCS is not implementing short-term Independent Study in the seat-based school for the 2025-2026 school year.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	represents a violation of the charter petition or MOU.			and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	
7	CICA should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.	**CICA**	CICA has given credentialing access to the Special Projects Coordinator as part of the CICA Independent Study compliance.	Review the CICA P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of CICA will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	**HCCS**	The Associate Deputy Director overseeing Academics sent an email with the video training for teachers on how to print rosters. 2024-2025 Bell Schedule Video: How teachers can print roster reviews for each period.	1. The Director of Instruction and Professional Learning will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Instruction and Professional Learning will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Instruction and Professional Learning will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training	HCCS will ensure all teachers are continuing to receive training on proper attendance procedures.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	**CICA**	CICA has implemented pacing guides in compliance with AB 130, creating a document that records students' work products along with the time taken to complete them A training for teachers regarding attendance was held in August 2024, followed by another training for them that was completed in December 2024. Furthermore, any redesignation of a teacher or new teacher must complete a training with the compliance team.	1. The Director of Independent Study under the direction of the Associate Deputy Director will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Independent Study under the direction of the Associate Deputy Director will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Independent Study under the direction of the Associate Deputy Director will coordinate with the Director of Attendance to flag any teachers that are	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of CICA will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
9	IS Master Agreements should be made available to English learners in their own language, as well as in English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students	**HCCTS**	None.	In the 24-25 school year HCCTS will create translated Master agreements available in the 5 most spoken languages: Spanish Dari/ Farsi Russian Ukrainian Pashto HCCTS will implement the translated Master	HCCTS will implement the translated Master Agreements in the 25-26 school year and identify if adding more languages is necessary.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	should be required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.			Agreements in the 25-26 school year and identify if adding more languages is necessary.	
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	**HCCS**	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCS will not offer Independent Study for the remainder of the 2024-2025 school year.	HCCS will not offer Independent Study in the 2025-2026 school year.
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	**CICA**	HCCTS is reviewing the IS Master Agreements with legal counsel. A training for teachers by the compliance team was held in August 2024, followed by another training for them that was completed in December 2024.	1. An HCCTS Associate Deputy Director will contact Procopio regarding potential updates to CICA's master agreement to see if the language regarding daily student communication can be removed. 2. Under the Direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained	The Director of CICA will ensure that teachers continue to be trained on IS master agreements and the student requirements during the Professional Development days by the Compliance Team. Principals will continue to monitor the teachers to ensure that they are reviewing their IS documents correctly including making sure that the

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				on IS master agreements and the student requirements during mandatory Professional Development days in May and August of each year. All training sessions will be accompanied by a confirmation of training for each staff member. 3. Principals will monitor the teachers to ensure that teachers are reviewing their IS documents correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well.	students are turning in the correct documents, flagging any teachers who have issues or questions, and any students who did not turn in the correct documents and make respective updates. Communication with the student is essential as well.
11	Master Agreements should be revised to agree with	**HCCTS**	HCCTS is reviewing the IS Master Agreements with	HCCTS Leadership will revise Board Policy 6158	Master Agreements will be implemented in the

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	Board Policy.		legal counsel.	to agree with the Master Agreement.	2025-2026 school year.
12	Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.	**CICA**	None.	1. CICA's Special Projects Coordinator for independent study compliance will ensure the Independent Study Master Agreement is revised so that every new student beginning February 17, 2025 has a duration of no more than one school year in the 2024-2025 school year. 2. Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.	CICA Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.
13	Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.	**CICA**	The compliance team has held trainings for CICA teachers and retrained all teachers in August of the 24-25 school year.	1. Under the direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained	1. The Director of CICA along with the Special Projects Coordinator for compliance will continue to ensure that teachers are trained on student engagement logs and the student requirements

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				on student engagement logs and the student requirements during the Professional Development days in May. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not comply with IS Master Agreements will be	during the Professional Development days in May and August. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not comply with IS Master Agreements will be evaluated for participation in the program, and if found ineligible, will be

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				evaluated for their participation in the program, and if found ineligible, will be disenrolled.	disenrolled.
14	There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.	**HCCTS**	Unlike traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During 2022-23 and 2023-24, HCCS made numerous changes to procedures for collecting attendance reviewing and has informed TRUSD of these changes. Within the 2022-2023 TRUSD annual oversight review for HCCS, there is the following paragraph: *"This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they*	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			have fun ways to learn. They will also be expanding the use of the "Brain" application beyond collecting attendance and meeting compliance requirements to support the academic programs."		
15	HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and providing them with resources to ensure accurate reviewing and coordination of training teachers and Principals.	**HCCTS**	HCCTS has a board-approved job description for the Director of Attendance and Admissions position. HCCTS has filled this position. HCCTS is currently interviewing for Attendance technicians and specialists.	1. The Director of Attendance will monitor the storage of the teacher's attendance for 3 years. 2. The Director of Attendance will ensure there are regular audits of the attendance to make sure there are no blanks in PS. 3. The Director of Attendance will present new policies regarding attendance to teachers or those affected. The CBO will bring forth any new attendance policy changes and notify TRUSD if adopted.	HCCTS will have the Director of Attendance continue monitoring teacher attendance storage for three years, conduct regular audits to ensure no blanks in PowerSchool, and present new attendance policies to teachers, with any adopted changes being communicated to TRUSD by the CBO.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	**HCCS**	None.	For the 2024-2025 school year, no action will be taken.	HCCS will implement a single attendance track beginning in the 2025-2026 school year. This track will begin on 8/11 to align with the start of the Twin Rivers school year. All tracks will meet the minimum number of instructional minutes as outlined in Education Code 47612.5.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	**CICA**	For the 2024-2025 school year, no action will be taken.	CICA will define summer track dates.	CICA will move to a single track for attendance in the 2025-2026 school year.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
17	It is recommended that CICA review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly by the appropriate CICA teacher.	**CICA**	The Director of CTE has begun reviewing all attendance practices and policies to better understand where each program needs to improve. The Deputy Director is looking into how other schools with CTE programs track and monitor attendance for CTE programs and how to incorporate attendance practices into MOUs moving forward.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are	CICA will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	**HCCS**	All internal CTE teachers have been trained on entering daily attendance.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly	HCCS will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
18	Review existing board policies and update as needed. Board policies should include a date of Board approval.	**HCCTS**	1. HCCTS utilizes board management Diligent Community Software to enhance public transparency and engagement and ensure that staff have access to final drafts with approval dates from the board. 2. Leadership has reviewed all board agendas and minutes. To date, HCCTS revised 38 policies and removed 4 policies. The remaining 41 will be revised by June	1. Ongoing Review: Continue reviewing and updating existing board policies 2. Completion Timeline: Complete the review and update of all existing board policies by June 30, 2025. 3. Communication Plan: Once updated, communicate the revised policies to relevant staff and educational partners, emphasizing any major changes.	HCCTS will continue to review and update all existing board policies when needed. If updated, HCCTS will communicate the revised policies to relevant staff and educational partners.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			30, 2025, to ensure comprehensive and accurate collection and tracking of all board policies. 3. HCCTS continues to identify needs for additional policy development. 4. All board policies have been reviewed to ensure that all approval dates are included.		
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	**HCCS**	The HCCS SARC was approved by the Board on January 23, 2024. The HCCS SARC contains all required school data as well as additional information regarding class sizes and graduation rates.	None.	The 2025-26 HCCS SARC will contain all required information, it will be both accurate and complete.
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	**CICA**	The CICA SARC has been reviewed. The SARC for 2023-2024 includes additional information that is not required by CDE as it	None.	The 2024-2025 CICA SARC will contain all required information, it will be both accurate and complete.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			pertains to class size data.		
20	**It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reviewing documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCS and CICA student attendance.*	**HCCTS**	Leadership at HCCTS is in regular communication with TRUSD to ensure all oversight concerns are received and responded to. HCCTS' CBO meets regularly with the TRUSD Executive Director of Fiscal Services of TRUSD regarding budgets, fiscal reviewing, and oversight fees. The Director of Accountability and Assessment communicates with TRUSD regarding annual audits, LCAPs, updated policies, and enrollment reviews, and provide additional documentation needed for TRUSD oversight.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, average daily attendance reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.

**These findings are intended for TRUSD.*

HCCTS Attendance Standard Operating Procedures (SOP)s

Between August 2024 and January 2025, HCCTS has drafted new attendance policies and procedures. These procedures have been aligned with state requirements and all recommendations have been built into the new attendance processes. The drafts of the attendance SOPS for HCCS and CICA will be sent to Dennis Snelling, HCCTS external Auditors, and legal counsel. Once approved by HCCTS' external auditor and corrections have been made, HCCTS will submit them to the HCCTS Board of Directors for approval. Once approved by the HCCTS board, they will be sent to TRUSD. During the remainder of the 2024-2025 school year, entering daily attendance and following the new attendance protocols will be the primary areas of focus.

School Accountability Report Cards (SARCs)

2023-2024 HCCS SARC
2023-2024 CICA SARC

Glossary of Terms

ADA	Average Daily Attendance
CBO	Chief Business Official
CDE	California Department of Education
CICA	California Innovative Career Academy, independent study program
CTE	Career Technical Education- Classes, programs, and pathways that lead students to the workforce. Includes programs such as medical assisting, truck driving, Certified Nursing Assistant, and early childhood education.

Diligent Community (formerly known as Board Docs)	A software system that organizes policies and board agendas
Eide Bailey	External Auditors contracted by HCCTS to perform annual audits
HCCS	Highlands Community Charter School, seat-based adult-serving high school program
HCCTS	Highlands Community Charter and Technical Schools. A non-profit administering both HCCS and CICA
IS	Independent Study
LCAP	Local Control Accountability Plan
MOU	Memorandum of Understanding
PowerSchool (PS)	Comprehensive Student Information System used by HCCTS to enter attendance, grades, credits, and other student information
SARC	School Accountability Report Card
SOP	Standard Operating Procedure
TRUSD	Twin Rivers Unified School District

From: Scott Leaman
To: Sharilyn.Warta
Cc: Terri Ryland
Subject: Re: Concern Noted in Visit Overview Sheet
Date: Saturday, August 17, 2024 7:27:36 PM
Attachments: image001.png
image002.png
image003.png
image004.png

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Hey Shari!

Here are the particulars:

"Folsom" from master contact sheet
August 6, 2024
Folsom
10017 Folsom Blvd
Sacramento, CA 95827

Enrollments of 194, 105, 65 (I didn't note the 65 in the email because it was within parameters

"Folsom 2" from master contract sheet
9555 Folsom Blvd
Suites E,F H
Sacramento, CA 95827

Enrollments of 92, 121

I will have limited email next week as I am with my dad. Hope all is well!

_____

Scott M Leaman, Financial Program Consultant
Ryland | Strategic Business Consulting
8334 Parus Way, Granite Bay, CA 95746
(916) 652-7165 office (916) 214-1222 mobile
www.rylandsbc.com

From: Sharilyn.Warta <Sharilyn.Warta@trusd.net>

Sent: Friday, August 16, 2024 2:44 PM
To: Scott Leaman <scott@rylandsbc.com>
Cc: Terri Ryland <terri@rylandsbc.com>
Subject: RE: Concern Noted in Visit Overview Sheet

Good Afternoon,

I hope you are doing well. I need additional information regarding the class size information you've shared.

Could you please help me with the following questions:

- What site had 194 students assigned to a class?
- What were the two other sites with enrollment of 105, 92, and 121 (please list a site by each number)

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Scott Leaman <scott@rylandsbc.com>
Sent: Wednesday, August 7, 2024 2:18 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Terri Ryland <terri@rylandsbc.com>
Subject: Concern Noted in Visit Overview Sheet

Shari,

I visited two sites yesterday and noted a concern on our Visit Overview Sheet. When inquiring about enrollment for the classes, one of the teachers was assigned 194 students. This is for an ESL class in a standard size classroom. Only 32 students were present but I felt this number was excessive. Other classes at the two sites had an enrollment of 105, 92, and 121. I asked the new principal about this and he said he has frozen enrollment at the site and is in the process of disenrolling students that don't attend.

We have observed high enrollments in classes at Highlands but this was the largest I have seen. I also know about half the students are reported as ADA (or in their vernacular "students that attend") but the class of 194 seemed like an incident that needed to be noted as a concern.

Feel free to contact me if you have any questions

Scott M Leaman, Financial Program Consultant
Ryland | Strategic Business Consulting
8334 Parus Way, Granite Bay, CA 95746
(916) 652-7165 office (916) 214-1222 mobile
www.rylandsbc.com

From: Ryan.DiGiulio
To: Sharilyn.Warta
Subject: FW: monthly enrollment reports - HCCTS
Date: Monday, April 15, 2024 1:02:00 PM
Attachments: HCCTS Enrollment [redacted] 2 Fiscal March.xlsx
[redacted]

FYI. We can let Dennis know tomorrow.

Regards,

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
Phone: (916) 566-1600 ext. 31203
Direct: (916) 566-1641
Ryan.DiGiulio@trusd.net

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Monday, April 15, 2024 1:01 PM
To: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Lori.Grace <Lori.Grace@trusd.net>
Subject: FW: monthly enrollment reports - HCCTS

Hello,

March is almost 1,000 students more. I don't know the intent of the TRUSD review of the students but I wanted to make sure you saw that.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660
(916) 566-1600 ext. 31112

PLEASE NOTE THAT ON JUNE 14, 2023 MY EMAIL ADDRESS CHANGED TO KATE.INGERSOLL@TRUSD.NET

The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Mark Lutgen <mark.lutgen@hccts.org>
Sent: Monday, April 15, 2024 8:49 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Matthew Lemos <matthew.lemos@hccts.org>; Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: Re: monthly enrollment reports - HCCTS

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This should be the info.

Thanks!

Logo

Mark Lutgen | Data Reporting and Analysis Manager

a: 555 Capitol Mall, Sacramento, CA 95814
p: 916.776.0480
w: hccts.org | "It's Never Too Late..."

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On Fri, Apr 12, 2024 at 1:04 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> March please.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*

3222 Winona Way, North Highlands, CA 95660
(916) 566-1600 ext. 31112

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The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Mark Lutgen <mark.lutgen@hccts.org>
Sent: Thursday, March 21, 2024 3:33 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Matthew Lemos <matthew.lemos@hccts.org>; Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: Re: monthly enrollment reports - HCCTS

Hi,

It's officially attached this time.

Thanks!

Logo

Mark Lutgen | Data Reporting and Analysis Manager

a: 555 Capitol Mall, Sacramento, CA 95814
p: 916.776.0480
w: hccts.org | "It's Never Too Late..."

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On Fri, Mar 15, 2024 at 2:09 PM Mark Lutgen <mark.lutgen@hccts.org> wrote:

> Hi,
>
> Please see attached.
>
> Thank you!
>
> **Mark Lutgen | Data Reporting and Analysis Manager**
>
> **a:** 555 Capitol Mall, Sacramento, CA 95814
> **p:** 916.776.0480
> **w:** hccts.org | "It's Never Too Late..."

Logo

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

On Fri, Mar 15, 2024 at 11:00 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> Hello,
>
> Happy Friday.
>
> Please provide your charter's monthly enrollment for February.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660
> (916) 566-1600 ext. 31112
>
> ***PLEASE NOTE THAT ON JUNE 14, 2023 MY EMAIL ADDRESS CHANGED TO KATE.INGERSOLL@TRUSD.NET***
>
> *The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*
>
> ---
>
> **From:** Matthew Lemos <matthew.lemos@hccts.org>
> **Sent:** Tuesday, February 13, 2024 11:58 AM
> **To:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Cc:** Mark Lutgen <mark.lutgen@hccts.org>; Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
> **Subject:** Re: monthly enrollment reports - HCCTS
>
> Kate,

Please see our update through January.

Have a wonderful rest of your week.

On Mon, Jan 22, 2024 at 4:05 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> Hello,
>
> Yes this format works. Thank you.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660
> (916) 566-1600 ext. 31112
>
> ***PLEASE NOTE THAT ON JUNE 14, 2023 MY EMAIL ADDRESS CHANGED TO KATE.INGERSOLL@TRUSD.NET***
>
> *The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*
>
> ---
>
> **From:** Matthew Lemos <matthew.lemos@hccts.org>
> **Sent:** Friday, January 19, 2024 12:10 PM
> **To:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Cc:** Mark Lutgen <mark.lutgen@hccts.org>; Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
> **Subject:** Re: monthly enrollment reports - HCCTS
>
> Kate,
>
> Thanks for the follow-up. I have attached an enrollment breakdown for HCCS and CICA for July 2023 to December 2023. If the format works for you and the team, we will submit this by the 15th of each month.
>
> Please let me know if you have any questions or if any changes need to be made to the format.
>
> On Fri, Jan 19, 2024 at 11:00 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hello HCCTS,

I don't see that TRUSD has received HCC & CICA's monthly student enrollment counts. We now need August through December and then each month thereafter per the MOU.

Each charter is different but attached is what Gateway CC is sending TRUSD if you are looking for an example. It is a report that was already going to their Board each month.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660
(916) 566-1600 ext. 31112

PLEASE NOTE THAT ON JUNE 14, 2023 MY EMAIL ADDRESS CHANGED TO KATE.INGERSOLL@TRUSD.NET

The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, December 14, 2023 3:51 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Mark Lutgen <mark.lutgen@hccts.org>; Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: Re: monthly enrollment reports - HCCTS

Hi Kate,

I do apologize for the delay; our data team is compiling the reports to get us all caught up. We will have 2 different formats for you to choose from.

I will reach out as soon as they are complete.

On Wed, Dec 13, 2023 at 11:56 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> Hello HCCTS,
>
> I don't see that TRUSD has received HCC & CICA's monthly student enrollment counts. Please send for Augst through November and then each month thereafter

per the MOU.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660
(916) 566-1600 ext. 31112

PLEASE NOTE THAT ON JUNE 14, 2023 MY EMAIL ADDRESS CHANGED TO KATE.INGERSOLL@TRUSD.NET

The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Monday, November 6, 2023 1:06 PM
To: Matthew Lemos <matthew.lemos@hccts.org>; Mark Lutgen <mark.lutgen@hccts.org>
Cc: Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: monthly enrollment reports - HCCTS

Hello,

No preference in format; something you already have and is convenient.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660
(916) 566-1600 ext. 31112

From: Sharilyn.Marshall
To: Lori.Grace; Gina.Carreon; Ryan.DiGiulio
Subject: HCCTS Site Visit Update
Date: Monday, March 18, 2024 7:56:00 AM
Attachments: image002.png
image003.png
image004.png
image005.png

Good Morning,

Scott Leaman sent a email with updates regarding his site visits to HCCTS schools. I've outlined his report in bullet points (see below):

SITE VISIT OVERVIEW:

- Visited 10 sites (17% of the sites) as of 3/16
- Scott is on track to visit 50% of the sites by the end of the school year.
- Sites have some items in common, but also individualized to the students they support.

PROGRAMS/GRADE LEVELS

- Majority of programs are ESL (which they label Independent High School or IHS)
- Students assessed on a level from 0-3 on English proficiency and placed in classes accordingly.
- Grade level assignments based on credits earned
    - 0-50 Credits = 9th grade
    - 21-149 Credits = 10th Grade
    - 150-200 Credits = 12th Grade ***(NOTE: A small number of 10th grade students and very few 12th grade students enrolled at sites visited so far)***
- Classrooms are well supported and students use their district issued phones frequently.

ATTENDANCE:

- Students need to attend class once every 20 days to stay enrolled
- If absent for 20 days a letter is sent giving a time period to return to class or be dropped
- Scott has observed a discrepancy between enrollment and attendance (which may be explained by the average ADA of 50%)

SITE USE:

- Many sites are "***not being used***" as they are going to be used for "growth in the future".
- Many principals state the need for ***space as a challenge***.

Shari Marshall
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590


TwinRivers
UNIFIED SCHOOL DISTRICT

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	MARYSVILLE - 715 C Street, Marysville, CA 95901	3/4/2024	Scott Leaman	2	0	48		2 teachers share a classroom on site. This is an independent student program using the Edmentum High School software, so students would not be present. Low bar to stay enrolled?
CTE	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	1	0	0		Based on interview with teacher, program has not stared yet for this school year.
HCCS	Del Paso - "1100 Las Palmas Avenue, Sacramento, CA 95815"	3/26/2024	Scott Leaman	1	N/A			Class had not started yet but the teacher was meeting with students
HCCS	10017 Folsom Blvd, Sacramento, CA 95827	8/6/2024	Scott Leaman	3	68	635	2	Classes have enrollment assigned to classroom that would be beyond capacity if the students attended
HCCS	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	8/6/2024	Scott Leaman	2	23	223	2	Classes have enrollment assigned to classroom that would be beyond capacity if the students attended
HCCS	HILLSDALE - 5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	3/14/2024	Scott Leaman	3	135	950		Classrooms are croweded but they are expanding in to new spaces (Hillsdale #2)
CICA	Marconi 2 - "3727 Marconi Ave, Sacramento, CA 95821"	8/13/2024	Scott Leaman	3	65 - online	175	1	Concerns about curriculum and dropouts. Report that other teachers just pass on students
CTE	1333 Grand Avenue, Sacramento, CA 95838	9/18/2024	Scott Leaman	5	d in the afternoon			CTE programs have very small enrollment per class

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS (No CICA at this site)	North Laguna - 8211 Bruceville Rd, #115, Sacramento, CA 95823	8/12/2024	Scott Leaman	2	58	321		Based on interview with teacher, program has not rdared yet for this school year.
HCCS	Center Parkway "7839 Center Parkway, Sacramento, CA 95823"	8/12/2024	Scott Leaman	2	77	232		Based on interview with teacher, program has not parkwayared yet for this school year.
HCCS	Maple - 3301 37th Avenue, Sacramento, CA 95824	4/11/2024	Scott Leaman	5	47	854		It was shared that the visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	0	0 (online program)	86		Not in class on this day, but is an online program
CICA	1326 O Street, Sacramento, CA 95814	8/7/2024	Scott Leaman	0	0	0		Not staff at site due to shortage
HCCS	OXNARD 328 West Third Street, Oxnard, CA 93030	2/29/24 - 3/1/24	Scott Leaman	2	42	119		Observed a night and morning class. Enrolled
HCCS	South Lake Tahoe - 1041 Lyons Avenue, South Lake Tahoe, CA 96150	4/10/2024	Scott Leaman	N/A	N/A	N/A		Prinicipal said this is a future site
HCCS	12th Street - " 701 12th Street, Suite 203, Sacramento, CA 95814"	N/A	Scott Leaman	Site Closed	N/A	N/A		Site closed per Lee Farrand
CICA	9880 Jackson Road, Sacramento, CA 95827	9/25/2024	Scott Leaman	1	5	24		

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	Del Paso 2 - "3730 Marysville Blvd, Sacramento, CA 95838"	3/26/2024	Scott Leaman	1	0			This is a CICA online program so students are in distance learning
HCCS	HILLSDALE #2 - 5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	3/14/2024	Scott Leaman	0	0	0		This is an expansion site for Hillsdale #1. There is also a student center and an enrollment center on sit.
HCCS	OXNARD 2 560 South A Street, Suite B, Oxnard, CA 93030	3/1/2024	Scott Leaman	0	0	0		This is an expansion site that has not held a class yet. They reported they need the site due to an increase in enrollment. The site is clean and a quality large classroom. No students have attended this site yet. Students from Oxnard will attend this site also.
HCCS	HEMLOCK - 5537 Hemlock Street, Sacramento, CA 95841	3/14/2024	Scott Leaman	1	34	80		This is the Russian Library opened for students in the evening
HCCS	MARYSVILLE 2- 1431 C St, Marysville, CA 95901	3/4/2024	Scott Leaman	0	0	0	1	This site is a professonal baseball field. When I intervied the contact he stated no students are present and they had only 2 events there. There is/was hope that it would be a site for landscaping, culinary programs.
CICA	San Pablo - 1964 Rumrill Blvd, San Pablo, CA 94806	11/6/2024	Scott Leaman	1	online progr	5	1	This site is not listed as a CICA site. Von Allen stated the teacher was moved from the Oakland site when it closed.
HCCS	Marconi 2 - "3727 Marconi Ave, Sacramento, CA 95821"	8/13/2024	Scott Leaman	3	46	1054	1	two classes at this site have 228 and 286 students respectively

HCCTS Site Visit Summary								
Charter School	**Site Name & Address**	**Date of Visit**	**Name of Observer**	**Classes Visited**	**Student Present**	**Students Enrolled**	**# of Concerns**	**Observer's Notes**
HCCS	1333 Grand Avenue, Sacramento, CA 95838	9/18/2024	Scott Leaman	2	65	1,222		Visited in the afternoon and there were few students present. 2 teachers were in meetings and 3 classrooms had long term substitutes
HCCS	Old Auburn - 7817 Old Auburn, Citrus Hights	4/19/2024	Scott Leaman	N/A	N/A	N/A		Workers present and preparing at least 4 classrooms. Spreadsheet says classes have not
HCCS	MARYSVILLE - 715 C Street, Marysville, CA 95901	3/4/2024	Scott Leaman	2	17	130		2 teachers share a classroom on site. This is an independent student program using the Edmentum High School software, so students would not be present. Low bar to stay enrolled?
HCCS	HEMLOCK #2 - 5527 Hemlock Street, Suite B, Sacramento, CA 95841	3/14/2024	Scott Leaman	1	24	60		
HCCS	McClellan 3144 Palm Street, Building 826, McClellan Park, CA 95652	3/15/2024	Scott Leaman	2	87	253		
HCCS	McClellan #2 5411 Luce Ave, Unit 242, McClellan, CA 95652	3/15/2024	Scott Leaman	2	55	180		Based on interview with teacher, program has not unit 242ared yet for this school year.
CICA	Del Paso - "1100 Las Palmas Avenue, Sacramento, CA 95815"	3/26/2024	Scott Leaman	2	11			
HCCS/**CICA**	Auburn - 4441 Auburn Blvd, Suite H & M Sacramento, CA 95841	3/27/2024	Scott Leaman	2	N/A Online Program			Cblvds had not started yet but the teacher was meeting with stuaunts
HCCS/**CICA**	Auburn - 4441 Auburn Blvd, Suite J, Sacramento, CA 95841	3/27/2024	Scott Leaman	1	24	0 = 197, 12=65		

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	College Oak - 4545 College Oak Drive, Sacramento, CA 95841	4/3/2024	Scott Leaman	3	102	1800		
HCCS	Maple 2 - 5961 Franklin Blvd, Sacramento, CA 95824	4/11/2024	Scott Leaman	2	43	176		
CICA	Florin - "3801 Florin Road, Suite 107, Sacramento, CA 95823"	4/24/2024	Scott Leaman	1	Online	40		Based on interview with teacher, program has not suite 107ared yet for this school year.
CICA	Bowling - "7171 Bowling Drive, #1120, Sacramento, CA 95823"	4/24/2024	Scott Leaman	1	Online	16		
HCCS	"Larkspur #2 - Larkspur #2 - 1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	4/26/2024	Scott Leaman	1	30	190		Classrooms are croweded but they are expanding in Sacramento new spaces (Larkspur #2)
HCCS	Larkspur #1 - "1100 Fulton Avenue, #F, Sacramento, CA 95825"	4/26/2024	Scott Leaman	N/A	N/A	N/A		Based on interview with teacher, program has not fared yet for this school year.
HCCS	Hurley - "3205 Hurley Way, Sacramento, CA 95864"	4/26/2024	Scott Leaman	3	70	350		It was shared Hurleyat Hurleye visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	"SHRA Marina - 30 Seavey Circle, Sacramento, CA 95818"	4/29/2024	Scott Leaman					Based on interview with teacher, program has not circleared yet for this school year.

Administrative Record, as submitted by
Twin Rivers Unified School District

HCCTS Site Visit Summary

Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	431 Hayes Avenue, Sacramento, CA 95838	5/9/2024	Scott Leaman	3	20	88		
HCCS	1111 Howe Avenue, #655, Sacramento, CA 95825	5/13/24	Scott Leaman	3	73	401		It was shared Avenueat Avenuee visits happened during Eid which could affect attendance. The school was also doing assessment testing.
HCCS	Fair Oaks - "2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825"	5/22/2024	Scott Leaman	pport Site C	2	0		Classrooms are croweded but they are expanding in to new spaces (Oaks #2)
HCCS	West Sac - "800 Todhunter Avenue, West Sacramento, CA 95605"	5/29/2024	Scott Leaman	3	34	510		
HCCS	Capitol Mall - "555 Capitol Mall, #735, Sacramento, CA 95814"	5/29/2024	Scott Leaman	2	10 inperson, 15 online	30		Based on interview with teacher, program has not mallared yet for this school year.
HCCS	Edison - "2300 Edison Avenue, Sacramento, CA 95821"	8/13/2024	Scott Leaman	5	149	1065		It was shared Edisonat Edisone visits happened during Eid which could affect attendance. The school was also doing assessment testing.
HCCS (No CICA at this site)	24th Street 7720 24th Street, Sacramento, CA 95832	8/13/2024	Scott Leaman	1	32	117		Based on interview with teacher, program has not streetared yet for this school year.
HCCS	South Side Park 730 S Street, Sacramento, CA 95811	8/13/2024	Scott Leaman	2	23	76		
CICA	Rosemont - "8401 Jackson Rd, Sacramento, CA 95826"	8/14/2024	Scott Leaman	1	24 (online and at women's center)	24		It was shared Jacksonat Jacksone visits happened during Eid which could affect attendance. The school was also doing assessment testing.

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	Industrial - 8180 Industrial Pkwy, Sacramento, CA 95824	8/14/2024	Scott Leaman	1	7	32		It was shared Industrialat Industriale visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	Industrial - 8180 Industrial Pkwy,	8/14/2024	Scott Leaman	1	25 (online)	25		It was shared Industrialat Industriale visits happened during Eid which could affect
HCCS	65th Back Viet South6853 65th Street, Suite C,	8/14/2024	Scott Leaman	2	92	218		Classrooms are croweded but they are expanding in A 95828 new spaces (Back #2)
HCCS	Yuba City - 229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	9/19/2024	Scott Leaman	1	36	80		Classrooms are croweded but they are expanding in 1 new spaces (City #2)
HCCS	Asher - 1215 Howe Avenue, #101, Sacramento, CA 95825	9/26/2024	Scott Leaman	3	5	32		
HCCS/CTE	Garden Grove - 10121 Westminster Avenue, Garden Grove, CA 92843	10/23/2024	Scott Leaman	1	0	38		
HCCS	Garden Grove 2 - 14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	10/23/2024	Scott Leaman	1	32	296		Classrooms are croweded but they are expanding in Grove new spaces (Grove #2)
HCCS	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	4	70	268		Based on interview with teacher, program has not stared yet for this school year.
HCCS	San Pablo - 1964 Rumrill Blvd, San Pablo, CA 94806	11/6/2024	Scott Leaman	1	8	48		

2023 -24

SCHOOL ACCOUNTABILITY REPORT CARD

HIGHLANDS
COMMUNITY CHARTER SCHOOL



Reported Using Data from
the 2023–24 School Year
California Department of Education

916.844.2283

HCCS.HCCTS.ORG

HIGHLANDS COMMUNITY CHARTER SCHOOL

School Accountability Report Card

Reported Using Data from the 2023–24 School Year
California Department of Education

For Highlands Community Charter School (HCCS)
Address: 1333 Grand Ave Sacramento, CA 95838
Principal: Bill McGuire
Phone: 916-844-2283
Grade Span: 9-12

Executive Director's Message

This year's School Accountability Report Card (SARC) comes at a pivotal moment for Highlands Community Charter and Technical Schools (HCCTS). Oversight agencies have identified areas for improvement in reporting practices and data transparency, and we welcome this opportunity to refine our systems and deepen accountability. We see these challenges not as setbacks but as opportunities to demonstrate our growth and reaffirm our commitment to integrity, without compromising the student-centered mission that defines our schools.

The SARC has been required for LEAs since 1988. In all my years in public education, I have not encountered a formal review of a SARC by the California Department of Education (CDE). Despite this unprecedented review, we have approached this year's SARC as an opportunity to set a new standard. The 2023–24 SARC reflects what I believe to be a fully compliant document, demonstrating enhanced data reporting, clearer narratives, and transparent explanations for areas we are improving. This effort represents a cross-departmental commitment to align our processes with expectations while preserving the integrity of our unique program model.

HCCTS serves adults aged 22 and older who do not yet possess a U.S. high school diploma. To meet the diverse needs of our community, HCCTS operates two schools, HCCS and California Innovative Career Academy (CICA) through a number of resource centers across the region. These sites, which support HCCS' seat-based programs, reflect our commitment to accessibility and equity. The site list on the following pages is current for the 2024–2025 academic year. While many of the mandated charts and tables required by CDE are not applicable to our schools, as they were designed for traditional K–12 programs, we remain committed to compliance where possible. However, compliance alone is not the measure of our success. Our focus remains on student outcomes, represented by the high standards, rigorous programs, and holistic support services highlighted in this report.

HCCS is more than a school - it is a testament to resilience, opportunity, and transformation. Our students, many of whom have faced barriers to education, embody what is possible when schools meet learners where they are and support them relentlessly as they pursue their educational goals.

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

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Site List

HCCS SITE LIST 2024-25

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock-TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

HCCS & CICA SITE LIST 2024-25

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(Combining Folsom 1 & 2)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST 2024-25

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

EXTERNAL CTE SITE LIST 2024-25

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

CLOSED SITES 2024-25

1. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
2. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
3. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
4. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

CLOSED SITES 2023-24

1. **12th Street |** 701 12th Street, Suite 203, Sacramento, CA 95814
2. **ARI Elder Creek |** 6270 Elder Creek Road, Sacramento, CA 95824
3. **ARI Sunrise |** 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
4. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601

About This School

Table 1: District Contact Information (School Year 2024–25)

*Entire table - data provided by the CDE **(DPC)***

Entity	Contact Information
District Name	Twin Rivers Unified
Phone Number	916-566-1600
Superintendent	Dr. Steven Martinez
Email Address	steve.martinez@trusd.net
Website	www.trusd.net

Table 2: School Contact Information (School Year 2024–25)

*Entire table - data provided by the CDE **(DPC)***

Entity	Contact Information
School Name	Highlands Community Charter
Street	1333 Grand Ave.
City, State, Zip	Sacramento, CA, 95838
Phone Number	916-844-2283
Principal	Bill McGuire
Email Address	bill.mcguire@hccts.org
Website	www.hccts.org
Grade Span	9-12
County-District-School (CDS) Code	34-76505-0130757

Table 3: School Description and Mission Statement (School Year 2024–25)

*Narrative provided by the LEA **(DPL)***

Highlands' Mission:
"We are a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change."

Student Learning Outcomes:
At Highlands Community Charter School, students will: 1. Demonstrate measurable achievements each term through assessment. 2. Make progress toward their career goals. 3. Use technology to communicate for personal and academic use.

Table 4: Student Enrollment by Grade Level (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Grade Level	Number of Students
Kindergarten	-
Grade 1	-
Grade 2	-
Grade 3	-
Grade 4	-
Grade 5	-
Grade 6	-
Grade 7	-
Grade 8	-
Grade 9	8,705
Grade 10	158
Grade 11	-
Grade 12	206
Total Enrollment	9,069

Meeting the Needs of English Learners Through Equitable Access

Prior to November 2020, HCCTS classified English Learner Development (ELD) students as 1st and 2nd graders to align instruction with language acquisition needs.

However, this classification unintentionally limited access to core graduation requirements and Career Technical Education (CTE) programs, creating inequities between native speakers and non-native speakers.

To address these barriers and promote equity, HCCTS submitted a growth application in November 2020 to reclassify all students as 9th–12th graders. This change ensures that:

- IHS students earn high school credits aligned with graduation requirements.
- Students have access to CTE programs, career pathways, and postsecondary preparation opportunities. IHS students have appropriate access to some programs based on language acquisition.
- All students are treated as high school learners, reflecting HCCTS' commitment to equity and educational access.

HCCTS remains dedicated to serving English Learners through targeted academic support, personalized instruction, and comprehensive services that honor the diverse needs of its adult learner population.

Table 5: Student Enrollment by Student Group (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Percent of Total Enrollment
Female	58.90%
Male	41.00%
Non-Binary	0.10%
American Indian or Alaska Native	0.20%
Asian	21.30%
Black or African American	0.80%
Filipino	<0.10%
Hispanic or Latino	17.50%
Native Hawaiian or Pacific Islander	0.70%
Two or More Races	5.70%
Other/Unknown	0.30%
White	53.50%
English Learners	0.0%***/98.4%****
Foster Youth	0.00%*
Homeless	7.20%
Migrant	0.00%*
Socioeconomically Disadvantaged	97.40%
Students with Disabilities	0.00%*

**ADEL not counted by CDE here.*
***ADEL per EL Funding Eligible on CalPADS 1.17 report.*

HCCS serves adult learners aged 22 years and older through its WASC-accredited, K–12 charter school program, offering high school diplomas and a standards-aligned curriculum. While our internal data indicates that 98.4% of our students are English Learners, the California Department of Education (CDE) reports this figure as 0.0% due to classification rules used in state-level accountability measures.

Specifically, California's Longitudinal Pupil Achievement Data System (CALPADS) excludes students aged 22 and older from the English Learner (EL) count used for certain reporting purposes. Instead, they are classified as Adult English Learners (ADEL). This exclusion reflects a technical classification, not the actual language acquisition needs of our students or the services we provide.

To ensure compliance and transparency, HCCS follows all CDE reporting requirements while also maintaining internal data systems to monitor and support the language development needs of our students. Our commitment to serving English Learners is demonstrated through targeted instructional programs, workforce development partnerships, and personalized support services.

We encourage educational partners to view both sets of data—state-reported and internally tracked—as complementary, reflecting HCCS' unique mission and our unwavering dedication to equity, access, and opportunity for all students.

Table 5A: HCCS 3-Year Demographic Highlights

*Entire table - data provided by the LEA **(DPL)***

By Census Day:

2021-22	2022-23	2023-24
1. Afghanistan (1,419)	1. Afghanistan (2,875)	1. Afghanistan (3,755)
2. Mexico (708)	2. Ukraine (990)	2. Ukraine (1,305)
3. United States (425)	3. Mexico (920)	3. Russia (1,239)
4. Russia (234)	4. Russia (634)	4. Mexico (1,036)
5. Ukraine (160)	5. United States (381)	5. Vietnam (268)
6. Vietnam (148)	6. Vietnam (153)	6. United States (146)
7. El Salvador (84)	7. China (79)	7. El Salvador (101)
8. China (71)	8. Moldova (72)	8. Guatemala (87)
9. Guatemala (60)	9. El Salvador (68)	8. Moldova (87)
10. Moldova (43)	10. Guatemala (57)	10. China (86)
Other (399)	Other (520)	Other (959)

Demographic Trends Reflect Global Commitment to Equity

HCCS stands as a beacon of opportunity for students from around the world, providing high-quality, WASC-accredited K–12 education to adult learners seeking a second chance at academic and economic success.

The data above highlights the top 10 birth countries of our students on Census Day for the 2023–24 school year, when students from 89 different countries were enrolled. Over the course of the year, HCCS proudly served students from more than 100 countries. This table reflects more than just numbers—it tells a story of resilience, migration, and transformation.

The shifts in demographics mirror global events, including refugee resettlements, humanitarian crises, and economic migration, positioning HCCS as a critical resource for immigrant and refugee populations. Many of these students have faced displacement, systemic barriers, and linguistic challenges, yet they find a path forward through our innovative programs, targeted support systems, and commitment to equity.

This data underscores HCCS' role as a lifeline for underserved communities, demonstrating our ability to adapt to evolving needs while staying grounded in our mission to eradicate educational inequality and equip students with tools for long-term success.

Table 5B: Enrollment by Site

*Entire table - data provided by the LEA **(DPL)***

Site	9	10	11	12	Grand Total
24th St.	71	-	-	-	71
65th St.	133	-	-	-	133
ARIElderCr*	90	-	-	-	90
ARISunrise*	50	-	-	-	50
Asher	7	1	-	7	15
Auburn Blvd.	108	24	-	1	133
C St.	99	1	-	1	101
Capitol Mall	1	-	-	1	2
Center Pkwy.	9	-	-	-	9
College Oak Dr.	1,259	-	-	-	1,259
Las Palmas Ave.	180	1	-	20	1201
Edison Ave.	858	14	-	1	873
Fair Oaks2*	-	-	-	1	1
Folsom Blvd.[1]	399	3	-	-	402
Folsom Blvd. 2[1]	351	9	-	-	360
Euclid St.	159	1	-	7	167
Hemlock St.	2	-	-	-	2
Foothill Farms	81	2	-	-	83
Hillsdale Blvd.	537	15	-	2	554
Howe Ave.	399	11	-	-	410
Hurley Way	155	7	-	10	172
Industrial Pkwy.	16	-	-	5	21
Larkspur Ln.	114	2	-	-	116
Grand Ave.	818	30	-	65	913
37th Ave.	283	1	-	-	284
Franklin Blvd.	480	9	-	24	513
Marconi Ave.	898	6	-	-	904
Palm St.	196	-	-	-	196
Luce Ave.	121	8	-	-	129
Mixed	1	-	-	-	1
Bruceville Rd.	163	4	-	-	167
North Laguna 2[2]	31	-	-	-	31
Not Enrolled on Census Day[3]	19	1	-	6	26
Hayes Ave.	-	-	-	9	9

33rd St.	50	1	-	37	88
West Third St.	102	-	-	1	103
S St.	57	-	-	-	57
Rumrill Rd.	40	-	-	-	40
Todhunter Ave.	339	7	-	8	354
Clark Ave.	29	-	-	-	29
Grand Total	**8,705**	**158**	**0**	**206**	**9,069**

**Site now closed. Not represented on the current site list.*
[1]Folsom 1 and Folsom 2 are now combined and reflected as Folsom Blvd. on the site list.
[2]North Laguna 1 and 2 are now combined and reflected as Bruceville Rd. on the site list.
[3]Numbers in this table are a snapshot taken on Census day. At the time of this snapshot, some students were registered but not yet enrolled in a course.

Expanding Access Across Communities to Meet Demand
HCCS is committed to expanding access to education through community-based learning centers that reduce geographic barriers and meet students where they are. The table above provides a point-in-time snapshot of 2023–24 enrollment by site, based on reporting methods aligned with our authorizing district (TRUSD).

Note on Methodology:
Enrollment counts reflect monthly reporting practices and assign students with multiple site enrollments to one site at random for data consistency. This approach captures site-level trends while accounting for student mobility within HCCS' network of over 40 locations at the time of snapshot.

High-demand sites such as College Oak Dr. (1,259), Grand Ave. (913), Marconi (904), and Edison (873) illustrate areas where enrollment consistently exceeds capacity, highlighting the need for strategic resource planning to address class sizes and maintain personalized learning environments.

This data also reflects HCCS' role in serving students with nontraditional schedules and varied educational pathways, including credit recovery, English language development, and high school diploma programs. The concentration of students in 9th grade underscores HCCS' focus on providing on-ramps to success for students with interrupted education histories.

As HCCS continues to grow, it remains committed to scaling resources, expanding capacity, and enhancing programs to sustain its mission to eradicate educational inequality and meet the evolving needs of its diverse student population.

Table 5C: Average Daily Attendance by Year and Period

*Entire table - data provided by the LEA **(DPL)***

Grades 9-12	P1 July-January	P2 July-April	P3 Annual
2022-2023	**4,105.8**	**4,455.4**	**4,488.7**
2023-2024	**5,583.6**	**5,736.2**	**5,870.0**

Expanding Access, Embracing Flexibility
HCCS is committed to expanding access to education for underserved learners who face barriers to academic and economic mobility. Our Average Daily Attendance (ADA)

reflects the growing demand for flexible learning pathways designed to support students balancing work, family responsibilities, and life circumstances.

While traditional attendance metrics often measure daily participation, HCCS recognizes that persistence and progress are equally important indicators of student success. Research suggests that students balancing work and family responsibilities often follow nontraditional attendance patterns, a trend observed in community colleges and adult-serving programs nationwide.

Our program is intentionally designed to accommodate nontraditional schedules to serve nontraditional students in the true spirit of charter schools, ensuring students remain engaged and supported even when life circumstances require intermittent attendance patterns.

To address the unique needs of our students, HCCS provides:

- **Academic Support Services**, including a Career Success Center, ELD Navigators, and CTE programs.
- **Student Support Services**, such as homeless services, play care, a clothing closet, a food pantry, and Civics 101: Rights and Responsibilities classes.

HCCS is proud of its commitment to access and equity, continually enhancing programs and services to support engagement and success. As we grow, we remain focused on our vision to eradicate educational inequality and create lasting opportunities for those we serve.

Table 5D: Percentage of Enrolled Students Actively Parenting or Pregnant (School Year 2023–24)

*Entire table - data provided by the LEA **(DPL)***

Pregnant and/or Actively Parenting*	Previously Parenting*/ Not a Parent	% of Census Day Parenting/Pregnant
6,418	2,651	70.80%

**Actively Parenting refers to students whose child/children are minors and/or are still dependent on parents. Previously Parenting refers to students whose children are all adults and not dependents.*

Supporting Learners and Families Beyond Traditional Barriers

HCCS' serves a diverse student population, including a significant percentage of actively parenting or pregnant students. This demographic underscores the importance of HCCS' innovative programs and flexible learning models, designed to address the challenges faced by adult learners.

State-Level Reporting Limitations

To report students who are actively parenting and/or pregnant to the CDE via CalPADS, students must be enrolled in Cal-Learn. Cal-Learn is a statewide program for pregnant and parenting teens in the California Work and Responsibility to Kids (CalWORKs) program. However, Cal-Learn requires participants to be under the age of 19. As an adult-serving charter school, no HCCTS students are eligible for this program, which prevents this critical data point from being reflected in statewide reporting.

Commitment to Equity and Access
HCCS' student-centered approach addresses the unique barriers faced by parenting students, including access to resources, flexible schedules, and comprehensive support services. These efforts align with the principles of the Dashboard Alternative School Status (DASS) model, which HCCS operated under during the 2023–24 school year, highlighting its mission to empower underserved communities.

The inclusion of this table demonstrates transparency and provides a more accurate depiction of the students served by HCCS. By fostering resilience and opportunity, the school equips students with the tools they need to balance their educational aspirations with their family responsibilities.

A. Conditions of Learning

State Priority: Basic (Priority 1)

Table 6: Teacher Preparation and Placement (School Year 2020–21)

Entire table - data provided by the CDE ***(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	10.9	16.22	1,191.7	82.68	228,366.1	83.12
Intern Credential Holders Properly Assigned	0.0	0.0	16	1.11	4,205.9	1.53
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	7.7	11.44	54.7	3.8	11,216.7	4.08
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	4.00	5.93	103.5	7.18	12,115.8	4.41
Unknown/Incomplete/NA	44.9	66.38	75.3	5.22	18,854.3	6.86
Total Teaching Positions	67.70	100	1,441.5	100	27,4759.1	100

Table 7: Teacher Preparation and Placement (School Year 2021–22)
Entire table - data provided by the CDE ***(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	7.2	9	115.6	80.01	234,405.2	84.00
Intern Credential Holders Properly Assigned	0.0	0.0	17.1	1.19	4,853.0	1.74
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.1	2.63	36.8	2.55	12,001.5	4.30
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	6.60	8.34	94.0	6.51	11,953.1	4.28
Unknown/Incomplete/NA	64	80.02	140.5	9.73	15,831.9	5.67
Total Teaching Positions	79.9	100	1,444.2	100	279,044.8	100

Table 8: Teacher Preparation and Placement (School Year 2022–23)
Entire table - data provided by the CDE ***(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	13.00	13.69	1,131.80	75.05	23,1142.4	100(?)
Intern Credential Holders Properly Assigned	0.1	0.15	30.7	2.04	5,566.4	2.00
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	28.1	29.52	122	8.09	14,938.3	5.38
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	10.8	11.34	110.30	7.32	11,746.9	4.23
Unknown/Incomplete/NA	43.2	45.29	113.00	7.5	14,303.8	5.15
Total Teaching Positions	95.4	100	1,508.1	100	277,698	100

Tables 6-8: Building Capacity While Navigating Reporting Limitations
HCCS remains committed to providing high-quality instruction through a qualified and supported teaching staff. Over the past three years, HCCS has demonstrated consistent growth in the number of fully credentialed teachers while also navigating evolving reporting standards and data system limitations that impact how credentials are classified.

Methodology
The data in Tables 6–8 is based on Full-Time Equivalent (FTE) status, where 1 FTE equals one full-time staff member, or the combined time of part-time staff equivalent to a full-time position.

- An assignment is defined as the position held by an educator based on setting, subject, and grade level.
- An authorization is defined as the services an educator is certified to provide.

Commitment to Compliance and Transparency
Since 2015–16, HCCS has partnered with the San Diego County Office of Education (SDCOE) to support teachers in earning adult education teaching credentials, often reimbursing costs upon successful program completion.

HCCS has proactively implemented:

- Internal audits and executive reviews of credentialing practices.
- Detailed narrative submissions to explain assignments flagged by CALSAAS, despite system limitations.
- Collaboration with state agencies to resolve discrepancies and advocate for accurate reporting tools for nontraditional program models.

HCCS views this process as an opportunity for growth and will continue to collaborate with state and local authorities to meet evolving reporting standards while maintaining its mission to eradicate educational inequality and support student success through a highly qualified teaching staff.

Table 9: Teachers Without Credentials and Misassignments
(considered "ineffective" under ESSA)
*Entire table - data provided by the CDE **(DPC)***

Authorization/Assignment	2020–21 Number	2021–22 Number	2022–23 Number
Permits and Waivers	0.0	0.0	0.0
Misassignments	7.7	2.1	28.1
Vacant Positions	0.0	0.0	0.0
Total Teachers Without Credentials and Misassignments	7.7	2.1	28.1

Table 10: Credentialed Teachers Assigned Out-of-Field
(considered "out-of-field" under ESSA)
*Entire table - data provided by the CDE **(DPC)***

Indicator	2020–21 Number	2021–22 Number	2022–23 Number
Credentialed Teachers Authorized on a Permit or Waiver	4.0	0.0	0.0
Local Assignment Options	0.0	6.6	10.8
Total Out-of-Field Teachers	4.0	6.6	10.8

Table 11: Class Assignments
Entire table - data provided by the CDE ***(DPC)***

Indicator	2020–21 Percent	2021–22 Percent	2022–23 Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0	0.0	0.0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	19.2	12.7	15.8

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

Tables 9–11: Prioritizing Credentialing Compliance Amid Reporting Challenges
HCCS is committed to providing high-quality instruction through a qualified and supported teaching staff. As a charter school serving a nontraditional student population, HCCS continues to prioritize compliance with credentialing standards while adapting to reporting frameworks that do not always capture the flexibility required to meet student needs. As part of HCCTS, HCCS benefits from centralized policies and resources while operating with flexible staffing structures designed to meet the needs of its nontraditional learners.

Methodology
The data in Tables 9–11 is based on Full-Time Equivalent (FTE) status, where 1 FTE equals one full-time staff member, or the combined time of part-time staff equivalent to a full-time position.

- FTE counts do not reflect individual headcounts but instead capture teaching assignments, including multiple subjects or split roles.
- An assignment is defined as the position held by an educator based on setting, subject, and grade level.
- An authorization is defined as the services an educator is certified to provide.

Credentialing and Assignment Trends
HCCS continues to demonstrate growth in staffing while addressing compliance challenges tied to CALSAAS reporting limitations.

- *Misassignments and Out-of-Field Classifications:*
  The 28.4% flagged as without credentials or misassigned and 37.1% flagged as out-of-field reflect reporting limitations, not actual deficiencies. These classifications arise from data mismatches and system constraints that do not fully account for alternative credentialing pathways aligned with HCCS' unique model.
- *Permits and Waivers:*
  HCCS reports zero teachers using permits or waivers, demonstrating a commitment to permanent credentialing solutions rather than temporary workarounds.
- *Growth and Staffing Trends:*
  HCCS' FTE data shows steady growth, reflecting an expansion of access and programming while maintaining a focus on teacher quality. The totals include

multiple subject assignments and flexible roles, which are necessary to meet the needs of HCCS' diverse student population.

Commitment to Compliance and Transparency
Since 2015–16, HCCTS has partnered with the San Diego County Office of Education (SDCOE) to support teachers in earning adult education teaching credentials, often reimbursing costs upon successful program completion.

HCCTS has implemented:

- Regular audits and credential reviews to verify compliance.
- Detailed reporting to explain assignments flagged by CALSAAS, despite limitations in the system's ability to capture nontraditional assignments.
- Collaborations with regulatory bodies to develop better frameworks for alternative program models and flexible staffing structures.

Looking Ahead
HCCS views this process as an opportunity for growth and is dedicated to refining its credentialing systems, expanding support for educators, and aligning with evolving reporting requirements. HCCS remains focused on maintaining high-quality instruction and eradicating educational inequality for its students.

Table 12: Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2024–25)

*Entire table – data provided by the LEA **(DPL)***

Textbooks and Instructional Materials
Year and month in which data were collected: December 2024

Core Curriculum Area	Textbooks and Instructional Materials/Year of Adoption
Reading/Language Arts The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	**International High School:**

Book/Resource	Publisher	Adoption
ABC English Phonics Levels 1-4	abc English	2021
Reading Skills Stories	abc English	2021
Reading with Relevance	Moving Forward Institute	2021
Burlington English	The Burlington Group	2021

High School:

Book/Resource	Publisher	Adoption
Reading with Relevance	Moving Forward Institute	2021
Edmentum	Edmentum, Inc.	2023

Mathematics	Book/Resource	Publisher	Adoption
The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	Edmentum	Edmentum, Inc.	2023

Science	Book/Resource	Publisher	Adoption
The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	Edmentum	Edmentum, Inc.	2023

History-Social Science	Book/Resource	Publisher	Adoption
The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	Edmentum	Edmentum, Inc.	2023

Providing Rigorous, Accessible, and Flexible Instructional Materials
HCCS is committed to ensuring that all students have access to high-quality, standards-aligned instructional materials that support academic achievement and career readiness. Instructional resources are selected to meet the diverse needs of adult learners, including English learners, refugees, and those pursuing career-technical education pathways.

HCCS also recognizes the importance of digital access in supporting its flexible learning environment. In addition to tangible textbooks, HCCS provides technology-integrated platforms such as Edmentum and Burlington English, ensuring students can access materials anytime and anywhere to accommodate independent study and remote learning needs.

The most recent review, conducted in December 2024, confirmed that all students have access to current and appropriate instructional materials, whether through physical resources or digital platforms, aligned with state standards and 21st-century learning goals.

Table 13: School Facility Conditions and Planned Improvements

Narrative provided by the LEA ***(DPL)***

HCCS is committed to ensuring that facilities remain safe, clean, and functional through daily cleaning protocols and preventive maintenance programs.

Facilities are inspected annually using the Facility Inspection Tool (FIT), with evaluations conducted by third-party inspectors to maintain objectivity.

Planned Improvements
HCCS implements targeted repairs and capital improvement plans based on the FIT evaluations to resolve deficiencies and upgrade facilities as needed.

Looking Ahead
HCCS will continue to prioritize site improvements and monitor progress through regular evaluations and strategic investments in safe and equitable learning environments.

Table 14: School Facility Good Repair Status

*Entire table – data provided by the LEA **(DPL)***

12th St. 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	1	2	3	3	2	0	1	3	3	3	3	3
	Number of "D"s:	0	0	0	2	1	0	0	0	2	2	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	33.33%	66.67%	100.00%	100.00%	100.00%	0.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			33.33%	83.34%		100.00%	50.00%		66.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	FAIR		GOOD	POOR		POOR		GOOD		GOOD	

24th St. (Previously St. Anne's) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	6	6	6	5	4	6	1	0	1	4	2	4	6	6	6
	Number of "D"s:	0	0	0	1	2	0	5	0	0	2	4	2	0	0	0
6	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	5	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	83.33%	66.67%	100.00%	16.67%	N/A	100.00%	66.67%	33.33%	66.67%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			83.33%	83.34%		16.67%	100.00%		50.00%		83.34%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	FAIR		POOR	GOOD		POOR		FAIR		GOOD	

33rd St. (Previously Oak Park) 3/21/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	42	42	42	39	42	42	28	5	7	28	41	39	41	42	39
	Number of "D"s:	0	0	0	3	0	0	14	1	0	14	1	3	1	0	3
42	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	36	35	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.86%	100.00%	100.00%	66.67%	83.33%	100.00%	66.67%	97.62%	92.86%	97.62%	100.00%	92.86%
Total Percent per Category (average of above)*		100.00%			92.86%	100.00%		66.67%	91.67%		82.15%		95.24%		96.43%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

37th Ave (Maple) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	6	6	6	4	6	6	3	2	2	4	5	6	6	6	6
	Number of "D"s:	0	0	0	2	0	0	3	0	2	2	1	0	0	0	0
6	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	66.67%	100.00%	100.00%	50.00%	100.00%	50.00%	66.67%	83.33%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			66.67%	100.00%		50.00%	75.00%		75.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

65th St (Previously Bach Viet South) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	9	9	9	6	9	9	4	1	1	3	9	9	9	9	9
	Number of "D"s:	0	0	0	3	0	0	5	1	1	6	0	0	0	0	0
9	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	7	7	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	66.67%	100.00%	100.00%	44.44%	50.00%	50.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			66.67%	100.00%		44.44%	50.00%		66.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	POOR		POOR		GOOD		GOOD	

Auburn Blvd. (Previously Auburn) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	27	27	27	25	27	27	27	5	9	24	27	27	27	27	27
	Number of "D"s:	0	0	0	2	0	0	0	1	1	3	0	0	0	0	0
27	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	21	17	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.59%	100.00%	100.00%	100.00%	83.33%	90.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			92.59%	100.00%		100.00%	86.67%		94.45%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	FAIR		GOOD		GOOD		GOOD	

Bruceville Rd (North Laguna) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	6	4	6	4	6	6	4	2	2	6	6	5	6	6	6
	Number of "D"s:	0	2	0	2	0	0	2	0	0	0	0	1	0	0	0
6	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	66.67%	100.00%	66.67%	100.00%	100.00%	66.67%	100.00%	100.00%	100.00%	100.00%	83.33%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		88.89%			66.67%	100.00%		66.67%	100.00%		100.00%		91.67%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		FAIR			POOR	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Bruceville Rd (North Laguna 2) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	2	3	1	3	3	2	1	1	1	3	3	3	3	3
	Number of "D"s:	0	1	0	2	0	0	1	0	0	2	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	66.67%	100.00%	33.33%	100.00%	100.00%	66.67%	100.00%	100.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		88.89%			33.33%	100.00%		66.67%	100.00%		66.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		FAIR			POOR	GOOD		POOR	GOOD		POOR		GOOD		GOOD	

C St. (Previously Marysville) 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	9	9	9	7	9	9	5	2	5	9	7	8	9	9	8
	Number of "D"s:	0	0	0	2	0	0	4	1	0	0	2	1	0	0	1
9	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	77.78%	100.00%	100.00%	55.56%	66.67%	100.00%	100.00%	77.78%	88.89%	100.00%	100.00%	88.89%
Total Percent per Category (average of above)*		100.00%			77.78%	100.00%		55.56%	83.34%		88.89%		94.45%		94.45%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Capital Mall 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	5	5	5	5	5	5	2	0	0	4	5	5	5	5	5
	Number of "D"s:	0	0	0	0	0	0	3	0	0	1	0	0	0	0	0
5	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	5	5	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	40.00%	N/A	N/A	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		40.00%	N/A		90.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Center Pkwy. (Previously Center Parkway) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	8	8	8	7	8	8	6	2	2	7	7	7	8	8	8
	Number of "D"s:	0	0	0	1	0	0	2	0	2	1	1	1	0	0	0
8	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	87.50%	100.00%	100.00%	75.00%	100.00%	50.00%	87.50%	87.50%	87.50%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			87.50%	100.00%		75.00%	75.00%		87.50%		93.75%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	FAIR		FAIR		GOOD		GOOD	

Clark Ave. (Yuba City) 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	3	3	3	2	0	1	3	3	3	3	3	3
	Number of "D"s:	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	66.67%	N/A	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		66.67%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

College Oak Dr. (Previously SALAM) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	15	15	15	12	13	15	8	4	10	7	15	15	15	15	15
	Number of "D"s:	0	0	0	3	2	0	7	0	1	8	0	0	0	0	0
15	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	11	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	80.00%	86.67%	100.00%	53.33%	100.00%	90.91%	46.67%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			80.00%	93.34%		53.33%	95.46%		73.34%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	GOOD		POOR		GOOD		GOOD	

Edison Ave. (Previously St. Matthew's) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	16	15	16	13	15	15	8	4	3	15	14	11	14	14	16
	Number of "D"s:	0	1	0	3	1	1	8	0	1	1	2	5	2	2	0
16	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	12	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	93.75%	100.00%	81.25%	93.75%	93.75%	50.00%	100.00%	75.00%	93.75%	87.50%	68.75%	87.50%	87.50%	100.00%
Total Percent per Category (average of above)*		97.92%			81.25%	93.75%		50.00%	87.50%		90.63%		78.13%		93.75%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		GOOD		FAIR		GOOD	

Euclid Ave. (Previously Garden Grove 2) 3/15/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	8	8	8	6	8	8	6	2	1	6	8	8	8	8	8
	Number of "D"s:	0	0	0	2	0	0	2	0	1	2	0	0	0	0	0
8	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	75.00%	100.00%	100.00%	75.00%	100.00%	50.00%	75.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			75.00%	100.00%		75.00%	75.00%		87.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	FAIR		FAIR		GOOD		GOOD	

Fair Oaks Blvd. Suite C (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	5	5	5	4	5	5	5	1	3	4	5	5	5	5	5
	Number of "D"s:	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
5	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			80.00%	100.00%		100.00%	100.00%		90.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Fair Oaks Blvd. Suite C-2 (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	7	7	7	6	7	7	7	1	1	7	7	7	7	7	7
	Number of "D"s:	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
7	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	85.71%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			85.71%	100.00%		100.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Fair Oaks Blvd. Suite D (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	9	9	9	8	9	9	9	2	3	8	9	9	9	9	9
	Number of "D"s:	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
9	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	7	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			88.89%	100.00%		100.00%	100.00%		94.45%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Folsom Blvd. (Folsom 1) 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	13	12	13	11	13	13	9	3	3	10	13	13	13	13	13
	Number of "D"s:	0	1	0	2	0	0	4	0	1	3	0	0	0	0	0
13	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	10	9	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	92.31%	100.00%	84.62%	100.00%	100.00%	69.23%	100.00%	75.00%	76.92%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		97.44%			84.62%	100.00%		69.23%	87.50%		88.46%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Foothill Farms (Previously Hemlock 2) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	3	2	3	1	1	1	3	3	3	3	3	3
	Number of "D"s:	0	0	0	0	1	0	2	0	0	0	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	66.67%	100.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	83.34%		33.33%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	FAIR		POOR	GOOD		GOOD		GOOD		GOOD	

Franklin Blvd. (Previously Maple 2 (St. Rose)) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	24	24	24	12	24	24	14	6	6	19	21	23	24	22	23
	Number of "D"s:	0	0	0	12	0	0	10	0	2	5	3	1	0	2	1
24	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	18	16	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	58.33%	100.00%	75.00%	79.17%	87.50%	95.83%	100.00%	91.67%	95.83%
Total Percent per Category (average of above)*		100.00%			50.00%	100.00%		58.33%	87.50%		83.34%		97.92%		93.75%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Fulton Ave (Previously Larkspur 2 (Bach Viet North) 10/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	6	6	6	6	6	6	4	0	1	0	6	6	6	6	6
	Number of "D"s:	0	0	0	0	0	0	2	0	0	6	0	0	0	0	0
6	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	5	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	66.67%	N/A	100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		66.67%	100.00%		50.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		POOR		GOOD		GOOD	

Grand Ave. (Previously Grand Avenue) 3/27/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	151	148	151	107	145	151	99	18	20	115	144	141	150	148	144
	Number of "D"s:	0	3	0	44	6	0	52	0	10	36	7	10	1	3	7
151	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	133	121	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	98.01%	100.00%	70.86%	96.03%	100.00%	65.56%	100.00%	66.67%	76.16%	95.36%	93.38%	99.34%	98.01%	95.36%
Total Percent per Category (average of above)*		99.34%			70.86%	98.02%		65.56%	83.34%		85.76%		96.36%		96.69%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Hayes Ave. (Previously Norwood) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	4	4	4	3	1	1	3	3	4	4	4	4
	Number of "D"s:	0	0	0	0	0	0	1	0	0	1	1	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	75.00%	100.00%	100.00%	75.00%	75.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		75.00%	100.00%		75.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Hemlock St. (Previously Hemlock- TRLCC) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	3	3	3	2	1	1	3	3	3	3	3	3
	Number of "D"s:	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	66.67%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		66.67%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Hillsdale Blvd. (Previously Hillsdale) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	18	18	18	14	18	18	14	3	5	12	18	18	18	18	18
	Number of "D"s:	0	0	0	4	0	0	4	1	1	6	0	0	0	0	0
18	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	14	12	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	77.78%	100.00%	100.00%	77.78%	75.00%	83.33%	66.67%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			77.78%	100.00%		77.78%	79.17%		83.34%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	FAIR		FAIR		GOOD		GOOD	

Hillsdale Blvd. 2 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	4	4	4	3	1	1	1	4	4	4	4	4
	Number of "D"s:	0	0	0	0	0	0	1	0	1	3	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	75.00%	100.00%	50.00%	25.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		75.00%	75.00%		62.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	FAIR		POOR		GOOD		GOOD	

Hillsdale Blvd. 18 (Suite 11) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	15	15	15	11	15	15	14	4	5	12	15	15	15	15	14
	Number of "D"s:	0	0	0	4	0	0	1	0	0	3	0	0	0	0	1
15	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	11	10	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	73.33%	100.00%	100.00%	93.33%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	93.33%
Total Percent per Category (average of above)*		100.00%			73.33%	100.00%		93.33%	100.00%		90.00%		100.00%		96.67%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Hillsdale Blvd. 18B 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	2	2	2	1	2	2	2	1	1	2	2	2	2	2	2
	Number of "D"s:	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
2	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			50.00%	100.00%		100.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Howe Ave. Suite #115 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	1	4	4	3	0	1	3	4	4	4	4	4
	Number of "D"s:	0	0	0	3	0	0	1	0	0	1	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	25.00%	100.00%	100.00%	75.00%	N/A	100.00%	75.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			25.00%	100.00%		75.00%	100.00%		87.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Howe Ave. Suite #630 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	14	14	14	12	14	14	13	0	1	4	14	14	14	14	14
	Number of "D"s:	0	0	0	2	0	0	1	0	0	10	0	0	0	0	0
14	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	14	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	85.71%	100.00%	100.00%	92.86%	N/A	100.00%	28.57%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			85.71%	100.00%		92.86%	100.00%		64.29%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Howe Ave. Suite #655 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	14	14	14	13	14	14	8	2	4	8	14	14	14	14	14
	Number of "D"s:	0	0	0	1	0	0	6	0	0	6	0	0	0	0	0
14	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	10	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.86%	100.00%	100.00%	57.14%	100.00%	100.00%	57.14%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			92.86%	100.00%		57.14%	100.00%		78.57%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

Hurley Way (Previously Hurley) 3/21/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	22	20	22	16	22	22	17	3	8	18	21	21	22	22	21
	Number of "D"s:	0	2	0	6	0	0	5	1	1	4	1	1	0	0	1
22	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	18	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	90.91%	100.00%	72.73%	100.00%	100.00%	77.27%	75.00%	88.89%	81.82%	95.45%	95.45%	100.00%	100.00%	95.45%
Total Percent per Category (average of above)*		96.97%			72.73%	100.00%		77.27%	81.95%		88.64%		97.73%		97.73%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		FAIR	FAIR		FAIR		GOOD		GOOD	

Industrial Pkwy. (Previously Industrial) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	18	18	18	15	18	18	16	3	4	14	18	18	18	18	17
	Number of "D"s:	0	0	0	3	0	0	2	0	1	4	0	0	0	0	1
18	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	15	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	83.33%	100.00%	100.00%	88.89%	100.00%	80.00%	77.78%	100.00%	100.00%	100.00%	100.00%	94.44%
Total Percent per Category (average of above)*		100.00%			83.33%	100.00%		88.89%	90.00%		88.89%		100.00%		97.22%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Larkspur Ln. (Previously Larkspur 1 (Bach Viet Larkspur)) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	2	4	4	1	1	2	4	4	4	4	4	4
	Number of "D"s:	0	0	0	2	0	0	3	0	0	0	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	25.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			50.00%	100.00%		25.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Las Palmas Ave. (Previously Del Paso (Calvary Christian)) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	10	10	10	9	10	10	6	2	4	9	10	10	10	10	9
	Number of "D"s:	0	0	0	1	0	0	4	0	0	1	0	0	0	0	1
10	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	8	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	90.00%	100.00%	100.00%	60.00%	100.00%	100.00%	90.00%	100.00%	100.00%	100.00%	100.00%	90.00%
Total Percent per Category (average of above)*		100.00%			90.00%	100.00%		60.00%	100.00%		95.00%		100.00%		95.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Luce Ave. (Previously McClellan 2) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	5	5	5	4	5	5	5	0	0	2	5	5	5	5	5
	Number of "D"s:	0	0	0	1	0	0	0	0	0	3	0	0	0	0	0
5	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	5	5	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	N/A	N/A	40.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			80.00%	100.00%		100.00%	N/A		70.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Marconi Ave. (Previously Marconi 2) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	24	24	24	13	24	24	23	2	4	20	24	24	24	24	24
	Number of "D"s:	0	0	0	11	0	0	1	0	0	4	0	0	0	0	0
24	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	22	20	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	54.17%	100.00%	100.00%	95.83%	100.00%	100.00%	83.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			54.17%	100.00%		95.83%	100.00%		91.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Old Auburn Rd. (Previously Auburn 2)
Old Auburn Rd. does not yet have a FIT report for the 2023–24 school year because the site was furnished in mid-April, with classes commencing on April 22, 2024. Since all other FIT inspections were completed in March, this site was not included in the scheduled evaluations for the year.

Palm St. (Previously McClellan) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
9	Number of "OK"s:	9	9	9	9	9	9	8	2	1	8	9	8	9	9	9
	Number of "D"s:	0	0	0	0	0	0	1	0	2	1	0	1	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	7	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	88.89%	100.00%	33.33%	88.89%	100.00%	88.89%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		88.89%	66.67%		94.45%		94.45%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	POOR		GOOD		GOOD		GOOD	

Rumrill Blvd. (Previously San Pablo) 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
10	Number of "OK"s:	3	3	3	3	3	3	2	0	1	3	3	3	3	3	3
	Number of "D"s:	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	66.67%	N/A	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		66.67%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

S St. (Previously South Side Park (OLOG)) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	9	9	9	7	9	9	8	2	3	7	9	7	9	9	9
	Number of "D"s:	0	0	0	2	0	0	1	0	1	2	0	2	0	0	0
9	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	7	5	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	77.78%	100.00%	100.00%	88.89%	100.00%	75.00%	77.78%	100.00%	77.78%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			77.78%	100.00%		88.89%	87.50%		88.89%		88.89%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	FAIR		FAIR		FAIR		GOOD	

South A St. (Previously Oxnard 2) 3/15/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	4	4	4	2	2	2	3	4	4	4	4	4
	Number of "D"s:	0	0	0	0	0	0	2	0	0	1	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	75.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		50.00%	100.00%		87.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

Todhunter Ave. (Previously West Sac (Holy Cross)) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	22	20	22	14	22	22	15	5	7	14	17	20	20	21	22
	Number of "D"s:	0	0	0	6	0	0	5	2	2	6	5	0	0	1	0
22	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	2	0	2	0	0	2	15	13	2	0	2	2	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	70.00%	100.00%	100.00%	75.00%	71.43%	77.78%	70.00%	77.27%	100.00%	100.00%	95.45%	100.00%
Total Percent per Category (average of above)*		100.00%			70.00%	100.00%		75.00%	74.61%		73.64%		100.00%		97.73%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		FAIR	POOR		POOR		GOOD		GOOD	

Westminster Ave. (Previously Garden Grove) 3/15/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	2	2	2	1	2	2	2	1	2	1	2	2	2	2	2
	Number of "D"s:	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
2	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			50.00%	100.00%		100.00%	100.00%		75.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		GOOD	GOOD		FAIR		GOOD		GOOD	

CLOSED SITES 2024-25

Fair Oaks 2 3/21/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	11	11	11	10	11	11	11	2	2	5	11	11	11	11	11
	Number of "D"s:	0	0	0	1	0	0	0	0	0	6	0	0	0	0	0
11	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	9	9	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	90.91%	100.00%	100.00%	100.00%	100.00%	100.00%	45.45%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			90.91%	100.00%		100.00%	100.00%		72.73%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Folsom 2 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	15	14	15	13	15	15	14	3	2	9	15	15	15	15	15
	Number of "D"s:	0	1	0	2	0	0	1	0	1	6	0	0	0	0	0
15	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	12	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	93.33%	100.00%	86.67%	100.00%	100.00%	93.33%	100.00%	66.67%	60.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		97.78%			86.67%	100.00%		93.33%	83.34%		80.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	FAIR		FAIR		GOOD		GOOD	

S. Lake Tahoe 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	1	1	1	1	1	1	0	0	0	0	1	1	1	1	1
	Number of "D"s:	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0
1	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	N/A	N/A	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		0.00%	N/A		50.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		POOR		GOOD		GOOD	

CLOSED SITES 2023-24

12th St. 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	1	2	3	3	2	0	1	3	3	3	3	3
	Number of "D"s:	0	0	0	2	1	0	0	0	2	2	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	33.33%	66.67%	100.00%	100.00%	100.00%	0.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			33.33%	83.34%		100.00%	50.00%		66.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	FAIR		GOOD	POOR		POOR		GOOD		GOOD	

ARI Elder Creek (ARI South) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	3	4	4	4	4	1	1	2	1	4	4	4	4	4
	Number of "D"s:	0	1	0	0	0	0	3	1	0	3	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	75.00%	100.00%	100.00%	100.00%	100.00%	25.00%	50.00%	100.00%	25.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		91.67%			100.00%	100.00%		25.00%	75.00%		62.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	FAIR		POOR		GOOD		GOOD	

ARI Sunrise (ARI North) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	3	4	4	2	0	1	2	4	4	4	4	4
	Number of "D"s:	0	0	0	1	0	0	2	0	0	2	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	75.00%	100.00%	100.00%	50.00%	N/A	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			75.00%	100.00%		50.00%	100.00%		75.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

Lao Family - Oakland 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	7	7	7	7	7	7	7	3	5	6	7	7	7	7	7
	Number of "D"s:	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
7	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	85.71%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		100.00%	100.00%		92.86%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Lao Family - Oakland 2 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	2	2	2	2	2	2	2	0	1	0	2	2	2	2	2
	Number of "D"s:	0	0	0	0	0	0	0	1	0	2	0	0	0	0	0
2	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		100.00%	50.00%		50.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	POOR		POOR		GOOD		GOOD	

Table 15: Overall Rating

Entire table – data provided by the LEA ***(DPL)***

Site	2024 Score	2024 Overall Rating
24th St.	77.09%	FAIR
65th St.	78.47%	FAIR
ARIElderCr	81.77%	FAIR
ARISunrise	87.50%	FAIR
Auburn Blvd.	96.71%	GOOD
C St.	86.81%	FAIR
Capitol Mall	90.00%	GOOD
Center Pkwy.	89.84%	FAIR
College Oak Dr.	86.93%	FAIR
Las Palmas Ave.	92.50%	GOOD
Edison Ave.	84.12%	FAIR
Fair Oaks2	95.46%	GOOD
Folsom Blvd.	90.91%	GOOD
Folsom Blvd. 2	92.64%	GOOD
Euclid St.	89.06%	FAIR
Hemlock St.	95.83%	GOOD
Foothill Farms	89.58%	FAIR
Hillsdale Blvd.	89.76%	FAIR
Hillsdale 2	89.06%	FAIR
Hillsdale 18 (Suite 11)	94.17%	GOOD
Hillsdale 18B	93.75%	GOOD
Howe Ave. #115	85.94%	FAIR
Howe Ave. #630	92.86%	GOOD
Howe Ave. #655	91.07%	GOOD
Hurley Way	89.13%	FAIR
Industrial Pkwy.	93.54%	GOOD
Larkspur Ln.	84.38%	FAIR
Grand Ave.	86.99%	FAIR
37th Ave.	83.33%	FAIR
Franklin Blvd.	83.86%	FAIR
Marconi Ave.	92.71%	GOOD
Palm St.	93.06%	GOOD
Luce Ave.	92.86%	GOOD
Bruceville Rd.	89.24%	FAIR
North Laguna 2*	81.95%	FAIR

Hayes Ave.	93.75%	GOOD
33rd St.	90.63%	GOOD
West Third St.	93.75%	GOOD
S St.	91.49%	GOOD
Rumrill Rd.	90.10%	GOOD
Todhunter Ave.	86.37%	FAIR
Clark Ave.	95.83%	GOOD

**North Laguna 1 and 2 are now combined and reflected as Bruceville Rd. on the site list.*

Summary of Overall Ratings and Improvement Measures
Facility evaluations for the 2023–24 school year show:

- Approximately 50% of sites rated Good, reflecting safe and functional environments.
- Approximately 50% of sites rated Fair, indicating minor deficiencies that do not impact safety but require upgrades and repairs.

Addressing Challenges
HCCS operates facilities directly within local communities, prioritizing accessibility and equity. Some facilities reflect the economic challenges of the neighborhoods served, but HCCS has implemented:

- Maintenance plans to resolve minor deficiencies.
- Capital improvements to modernize facilities over time.

Site Selection for Evaluations
Only student-serving facilities were included in the evaluations, while administrative and operational sites were excluded in alignment with compliance standards.

Looking Ahead
HCCS remains committed to transparency, accountability, and continuous improvements to meet high standards for learning environments.

B. Pupil Outcomes

State Priority: Pupil Achievement (Priority 4)

Table 16: CAASPP Test Results in ELA and Mathematics for All Students taking and completing state-administered assessments

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2022–23	School 2023–24	TRUSD 2022–23	TRUSD 2023–24	State 2022–23	State 2023–24
English Language Arts/Literacy (grades 3-8 and 11)	n/a	n/a	31	33	46	47
Mathematics (grades 3-8 and 11)	n/a	n/a	22	23	34	35

Tables 16A: CASAS Test Results In Lieu Of CAASPP

Entire table – data provided by the LEA ***(DPL)***

HCCS (23-24)	Students Tested	Number of Tests	Average Gain*
Listening	9,669	22,585	5.9
Math	679	816	2.2
Reading	12,536	31,712	7.7

**Average Gain calculated by using the highest score within the 2023-24 school year and subtracting the first instance the student took the test, in accordance with CASAS documentation.*

Assessment Practices Aligned with HCCS' Mission and Model

HCCS is committed to providing meaningful assessments that accurately measure student progress and support college and career readiness. As a charter school serving students aged 22 and older, HCCS recognizes the importance of using assessments designed to reflect the academic and workforce preparation needs of its unique student population.

Meeting the Needs of Adult Learners

Traditional K–12 assessments, such as the California Assessment of Student Performance and Progress (CAASPP), were developed for younger student populations and are not aligned with the educational goals of HCCS students, many of whom are pursuing high school diplomas while balancing work and family responsibilities.

Under its Dashboard Alternative School Status (DASS) during the 2023-2024 academic year and in compliance with its WIOA partnership, HCCS administered the Comprehensive Adult Student Assessment System (CASAS). This assessment system is:

- State-approved and widely used by WIOA-aligned programs and adult-serving charter schools.
- Focused on literacy, mathematics, and career readiness, ensuring alignment with HCCS' mission to prepare students for employment and economic mobility.
- Designed to measure growth over time, providing actionable data that informs instructional support and program improvements.

Maintaining Accountability and Transparency

HCCS values accountability and transparency in its assessment practices. CASAS data is collected, reported, and used to:

- Track student progress and academic growth.
- Support workforce readiness and postsecondary transitions.
- Demonstrate compliance with state and federal reporting requirements.

Looking Ahead

HCCS remains committed to:

- Providing assessments that reflect the realities and needs of its student population.
- Meeting compliance standards of our WIOA partnerships.
- Using CASAS data to improve programs and outcomes for its students.

Table 17: CAASPP Test Results in ELA by Student Group for students taking and completing a state-administered assessment

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-
Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-
Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Table 18: CAASPP Test Results in Mathematics by Student Group for students taking and completing a state-administered assessment

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-
Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-
Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Table 19: CAASPP Test Results in Science for All Students

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Five, Eight, and High School
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2022–23	School 2023–24	TRUSD 2022–23	TRUSD 2023–24	State 2022–23	State 2023–24
Science (grades 5, 8 and high school)	-	-	14.86	14.63	30.29	30.73

Table 20: CAASPP Test Results in Science by Student Group

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Five, Eight, and High School (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-

Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-
Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Table 21: Career Technical Education (CTE) Programs

*Entire table provided by the LEA **(DPL)***

Program	Status	Provider	Job Outlook	License or Certification
Truck Driving	Active CTE Pathway	HCCTS	Livable Wage High Demand	Class A Driver's License
Early Childhood Education	Active CTE Pathway	HCCTS	High Demand	CDA Certification
Cosmetology	Active CTE Pathway	Federico/ MIXED Institute /Advance Beauty College	High Skill High Demand	Cosmetology License
Microsoft Office Certification	Active CTE Pathway	Asher College	Livable Wage High Skill High Demand	Microsoft Office Certifications
A+ PC Technician	Active CTE Program	Asher College	High Skill High Wage High Demand	A+ Certification
Medical Office Administration	Active CTE Program	Asher College	High Skill	Certificate
Office Administration	Active CTE Program	Asher College	High Demand	Certificate
Medical Assistant	Active CTE Sequence	Unitek	High Skill High Demand	CCMA Certification

Group Fitness	Active	HCCTS	High Skill High Demand	ASFA Group Fitness Certification ACE Personal Training Certification
Esthetics	Active CTE Sequence	Federico/ MIXED Institute/ Advance Beauty College	High Skill	Esthetics License
Construction	Active CTE Program	HCCTS	High Skill High Wage High Demand	MC3 Certification/ OSHA Certification
Barbering	Active CTE Pathway	Federico/ MIXED Institute/ Advance Beauty College	High Skill High Demand	Cosmetology License
Culinary	Active CTE Program	HCCTS	High Demand	Food Handler Management Certification
Sports Officiating	Active CTE Program	HCCTS	High Demand	Certificate
Digital Navigator	Active CTE Program	HCCTS	High Demand	Certificate
Certified Nurse Assistant	Active CTE Program	HCCTS	High Demand, High Skill	CNA License
Welding	Active CTE Pathway	HCCTS	High Skill High Demand High Wage	American Welding Society Certification

Strengthening Career Pathways for Workforce Readiness
HCCS is committed to preparing students for career success through Career Technical Education (CTE) programs that align with industry standards and address regional workforce needs.

Commitment to Program Quality
While HCCS recognizes the value of expanding career opportunities, its current priority is to strengthen the quality and structure of existing programs. Moving forward, HCCS is focused on:

- Developing internships, capstone courses, and certification options in every pathway.
- Ensuring all programs meet the expectations for high-quality CTE pathways that lead to sustainable employment.
- Improving program design, student engagement, and completion rates through data-driven decisions and industry partnerships.

Looking Ahead
HCCS is committed to:

- Enhancing program quality before pursuing future expansion.
- Creating accountability systems to monitor program effectiveness and student success.
- Aligning programs with workforce needs and certification standards to build clear pathways to employment and career growth.

Table 22: Career Technical Education (CTE) Participation (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Measure	CTE Program Participation
Number of Pupils Participating in CTE	4,949
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	48.40%
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	–

Clarifying CTE Participation Data

HCCS is committed to providing career-focused pathways that prepare students for employment, certifications, and postsecondary opportunities. However, HCCS recognizes the limitations in its current CTE reporting processes, which impact the accuracy of participation data.

Historical Coding Practices

HCCS previously classified all elective courses as CTE electives in CALPADS after shifting its elective offerings to focus exclusively on workforce development. While this approach aligned with the school's mission to promote career readiness, it also resulted in inflated participation numbers that do not accurately reflect formal CTE pathway enrollment or certification completion rates.

Methodology

The data for Table 22 is provided by the California Department of Education (CDE) and reflects CTE participation as reported through CALPADS. These figures are calculated based on course codes associated with CTE programs and may include all courses classified as CTE, including elective classes.

The formula for calculating the percent of pupils that completed a CTE program and graduated is:

(The unduplicated count of pupils that completed one or more CTE programs and graduated)
÷
(The total number of pupils that are CTE participants that graduated)

This methodology provides a broad measure of CTE engagement but may not fully align with program-specific data due to classification and reporting practices.

Moving Forward with Accountability

HCCS is committed to improving data integrity and reporting accuracy by:

- Reviewing course coding practices to distinguish CTE electives from formal pathway participation.
- Strengthening internal data management systems to track program enrollment, progress, and outcomes more effectively.
- Collaborating with the data team and CTE leadership to ensure alignment between CALPADS coding and actual program participation.

Looking Ahead
HCCS acknowledges the need for greater transparency and accountability in its CTE reporting. The school is taking proactive steps to:

- Establish clearer metrics for measuring participation, completion rates, and certification outcomes.
- Ensure data accuracy through systematic tracking and validation processes.
- Maintain compliance with state reporting standards while reflecting the true scope and impact of its CTE programs.

Table 23: Course Enrollment/Completion of University of California (UC) and/or California State University (CSU) Admission Requirements

Entire table - data provided by the CDE ***(DPC)***

UC/CSU Course Measure	Percent
2023–24 Pupils Enrolled in Courses Required for UC/CSU Admission	0.0
2022–23 Graduates Who Completed All Courses Required for UC/CSU Admission	0.0

Providing Multiple Pathways to Postsecondary Success
HCCS is committed to offering diverse pathways to postsecondary success, including opportunities for career certification, college readiness, and workforce preparation.

Focus on Career and Workforce Development
HCCS primarily focuses on career and technical education programs that align with workforce demands, offering certifications and skill-based training that support immediate employment and economic mobility. While these pathways meet the needs of HCCS' adult learner population, they may not fully align with A–G coursework requirements established for UC/CSU admission.

Addressing Data Limitations and Program Design
HCCS recognizes that the state-reported data reflects low participation rates in UC/CSU-aligned coursework. Factors contributing to these numbers include:

- A historical emphasis on workforce preparation over traditional academic pathways.
- Course coding inconsistencies in CALPADS, which may exclude some eligible courses from state counts.
- The unique needs of HCCS' adult learners, who often pursue career certifications or technical programs rather than 4-year college pathways.

Commitment to Equity and Improvement
HCCS is committed to:

- Evaluating course offerings to identify opportunities for expanding A–G alignment where appropriate.
- Ensuring accurate data reporting through improved CALPADS coding practices.
- Providing guidance and counseling to support students in exploring college pathways while maintaining strong career-focused options.

Looking Ahead
HCCS will continue to prioritize access and equity, ensuring all students—whether

pursuing college or career pathways—have access to high-quality programs that support long-term success.

State Priority: Other Pupil Outcomes (Priority 8)

Table 24: California Physical Fitness Test Results (School Year 2023–24)

Entire table - data provided by the LEA ***(DPL) – No students from HCCS tested in 2023-24***

Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	-	-	-	-	-
7	-	-	-	-	-
9	-	-	-	-	-

Program Relevance and Alignment

HCCS offers a flexible, career-focused curriculum tailored to meet the unique needs of its adult learner population. While physical education is an integral part of traditional K–12 programs, it is not included as a graduation requirement at HCCS due to the school's focus on workforce development, academic completion, and career technical education pathways.

As such, HCCS does not administer the California Physical Fitness Test and has excluded Table 24 from this report to maintain alignment with its program structure and educational priorities.

C. Engagement

State Priority: Parental Involvement (Priority 3)

Table 25: Opportunities for Student Involvement (School Year 2024–25)

Narrative provided by the LEA ***(DPL)***

HCCS recognizes the importance of building strong connections with students and the broader community to create sustainable pathways to education, employment, and personal growth. As an adult-serving school focused on equity and inclusion, we extend opportunities for involvement beyond traditional models of parental engagement.

Through our Equity Initiatives, we intentionally address systemic inequities impacting African American and LatinX students, who face disproportionate barriers in education, employment, and incarceration. Our triad model—a teacher, counselor, and mentor—ensures students receive comprehensive support to overcome challenges and achieve success.

With over 70% of our students actively parenting or expecting, HCCS prioritizes generational change by breaking cycles of poverty and incarceration. We focus on providing access to education, workforce development, and social-emotional resources that empower students to create brighter futures for themselves, their families, and their communities.

HCCS actively partners with WIOA, local employers, and community organizations to expand career pathways and support services. We welcome mentorship, advisory roles, and collaborative programs that help students meet their personal and professional goals.

Committed to transforming lives and strengthening communities, HCCS equips students with the tools to overcome barriers and build long-term success.

State Priority: Pupil Engagement (Priority 5)

Table 26: Graduation Rate and Dropout Rate (Four-Year Cohort Rates)

Entire table - data provided by the CDE ***(DPC)***

Indicator	School 2021–22	School 2022–23	School 2023–24	TRUSD 2021–22	TRUSD 2022–23	TRUSD 2023–24	State 2021–22	State 2022–23	State 2023–24
Graduation Rate	11.5	10.1	2.5	67.6	71.8	29.8	87	86.2	86.4
Dropout Rate	88.5	89.9	97.3	27.8	23.8	68.2	7.8	8.2	8.9

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Reflecting Progress and Commitment
At Highlands Community Charter School (HCCS), we recognize that the Four-Year Cohort Rate is an essential accountability measure required by the California Department of Education (CDE). This measure tracks the percentage of first-time grade 9 students who graduate with a regular high school diploma within four years, adjusted for transfers, emigration, and other factors.

While the Four-Year Cohort Rate provides valuable insights, it is important to note that this metric does not fully capture the complexity of our student population. Many HCCS students enter with significant credit deficiencies, interrupted educational histories, or life circumstances that extend the time needed to complete their education. Despite these challenges, HCCS remains dedicated to offering flexible pathways and robust support systems to help students achieve their academic goals.

Strategies for Improvement
To address the barriers reflected in the Four-Year Cohort Rate, HCCS is implementing the following strategies:

- **Expanding Academic Support**: Offering targeted interventions such as tutoring, credit recovery programs, and academic advising.
- **Strengthening Data Integrity**: Collaborating with CDE to ensure accurate cohort tracking and reporting.
- **Enhancing Accessibility**: Providing flexible schedules, online learning options, and resources tailored to adult learners.

HCCS is committed to continuous improvement and transparency, leveraging these insights to refine programs and better serve our students.

Table 27: Graduation Rate by Student Group (Four-Year Cohort Rate) (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	3,631	90	2.5
Female	2,383	60	2.5
Male	1,247	30	2.4
Non-Binary	–	–	–
American Indian or Alaska Native	20	0	0
Asian	1,009	14	1.4
Black or African American	52	5	9.6
Filipino	-	-	-
Hispanic or Latino	843	15	1.8
Native Hawaiian or Pacific Islander	17	1	5.9
Two or More Races	157	5	3.2
White	1,462	49	3.4
English Learners	-	-	-
Foster Youth	-	-	-
Homeless	241	12	5.0
Socioeconomically Disadvantaged	3,435	86	2.5
Students Receiving Migrant Education Services	-	-	-

Students with Disabilities	-	-	-

For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at https://www.cde.ca.gov/ds/ad/acgrinfo.asp.

Table 27A: One-Year Long-Term Graduation Rates (School Year 2023–24)

Entire table - data provided by the LEA ***(DPL)***

Group	Graduating Class of 2023-24
	HCCTS
All Students	68.20%
Black or African American	53.10%
American Indian or Alaska Native	--
Asian	81.60%
Filipino	--
Hispanic or Latino	59.80%
Native Hawaiian/Pacific Islander	71.40%
White	79.50%
Two or More Races	75.00%
Socioeconomically Disadvantaged	67.50%
English Learners	79.50%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Equity in Outcomes

HCCS is proud to serve a diverse population, including students from historically underserved communities. The Graduation Rate by Student Group highlights both the achievements and challenges faced by different demographic groups within the Class of 2023–24.

This data reflects the complexities of providing equitable access to education for all learners. Students in certain demographic groups often face additional barriers, such as language acquisition challenges, socioeconomic disadvantages, and limited prior access to quality education. These factors can significantly impact graduation rates.

A Commitment to Equity

To address disparities and foster equity, HCCS is focused on:

- **Culturally Responsive Support Services**: Expanding access to bilingual counselors, ELD Navigators, and other resources tailored to specific student needs.
- **Targeted Outreach**: Engaging communities and families to increase awareness of available programs and support systems.
- **Ongoing Professional Development**: Equipping educators with tools and training to better address the unique challenges faced by our diverse student body.

HCCS remains committed to bridging gaps in achievement and providing every student with the opportunity to succeed, regardless of their background or circumstances.

Table 28: Chronic Absenteeism by Student Group (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment[1]	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	21,007	16,398	15,215	92.8
Female	11,738	9,348	8,679	92.8
Male	9,256	7,040	6,528	92.7
Non-Binary	--	--	--	--
American Indian or Alaska Native	29	23	21	91.3
Asian	4,548	3,671	3,315	90.3
Black or African American	326	214	204	95.3
Filipino	--	--	--	--
Hispanic or Latino	4,353	2,961	2,866	96.8
Native Hawaiian or Pacific Islander	93	80	74	92.5
Two or More Races	1,139	934	877	93.9
White	10,434	8,450	7,797	92.3
English Learners*	225	144	140	97.2
Foster Youth	-	-	-	-
Homeless	1,585	1,433	1,297	90.5
Socioeconomically Disadvantaged	19,952	16,029	14,865	92.7
Students Receiving Migrant Education Services	--	--	--	--
Students with Disabilities	--	--	--	--

**English Learner data is inclusive only of students with an EL status prior to their time with HCCTS and does not represent HCCTS EL status.*

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: This count is based on the Cumulative Enrollment, excluding students expected to attend fewer than 31 instructional days or those enrolled but never attended. Only students meeting these criteria are considered eligible for chronic absenteeism calculations.

Understanding Chronic Absenteeism Data

Chronic absenteeism is a critical measure of student engagement and attendance patterns. HCCS is committed to monitoring attendance trends and implementing support strategies to address barriers that impact consistent participation.

Clarifying English Learner (EL) Data
While the CDE-reported data provides a general overview, the English Learner (EL) percentages are underreported due to CALPADS classification rules, which exclude Adult English Learners (ADEL) from state-reported counts. English Learner data is inclusive only of students with an EL status prior to their time with HCCS and does not represent HCCS EL status.

Next Steps
HCCS is actively working to provide updated internal EL data (98.4% of all students) to present a more accurate picture of absenteeism among multilingual learners and guide targeted interventions to support attendance. The EL data above is inclusive of students with EL status prior to HCCS.

State Priority: School Climate (Priority 6)

Table 29: Suspensions and Expulsions

Entire table - data provided by the CDE ***(DPC)***

Rate	School 2021–22	School 2022–23	School 2023–24	TRUSD 2021–22	TRUSD 2022–23	TRUSD 2023–24	State 2021–22	State 2022–23	State 2023–24
Suspensions	--	--	--	5.3	5.32	3.87	3.17	3.6	3.28
Expulsions	--	--	--	0.01	0.18	0.12	0.07	0.08	0.07

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

HCCS is committed to removing barriers to education and creating an inclusive, supportive environment where students can thrive. Rather than relying on suspensions or expulsions, HCCS prioritizes intervention strategies, counseling services, and personalized support plans to address challenges and promote positive behavior. This approach reflects HCCS' dedication to equity, second chances, and empowering students to achieve their academic and personal goals without fear of exclusion.

Table 30: Suspensions and Expulsions by Student Group (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Suspensions Rate	Expulsions Rate
All Students	--	--
Female	--	--
Male	--	--
Non-Binary	--	--
American Indian or Alaska Native	--	--
Asian	--	--
Black or African American	--	--
Filipino	--	--
Hispanic or Latino	--	--
Native Hawaiian or Pacific Islander	--	--
Two or More Races	--	--
White	--	--

English Learners	--	--
Foster Youth	--	--
Homeless	--	--
Socioeconomically Disadvantaged	--	--
Students Receiving Migrant Education Services	--	--
Students with Disabilities	--	--

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Table 31: School Safety Plan (School Year 2024–25)

Narrative provided by the LEA ***(DPL)***

In response to a California Department of Education (CDE) review, HCCS received a finding suggesting the need for a separate Comprehensive School Safety Plan (CSSP) for each individual site. After consulting with legal counsel, HCCS has confirmed that state requirements mandate a single CSSP per school, encompassing all associated resource centers. The HCCS CSSP has been carefully designed to address safety, security, and emergency preparedness across all student-serving locations, ensuring compliance and alignment with the unique needs of our school's multi-site structure.

Highlands Community Charter School (HCCS) maintains a Comprehensive School Safety Plan (CSSP) designed to prevent, prepare for, and respond to emergencies, including bomb threats, evacuation drills, and campus lockdowns.

HCCS is committed to providing a safe and secure learning environment through proactive planning and annual staff training. All staff members participate in mandatory safety training, including Active Shooter Response, Workplace Violence Prevention, Sexual Harassment Awareness, and Fire Drills to ensure preparedness.

In the 2023–24 school year, HCCS implemented the Brain App emergency management application, enabling real-time alerts via phone, text, and email. Staff members were trained in the system's use and provided a quick-reference guide for emergencies.

HCCS remains focused on enhancing campus safety protocols and regularly updating procedures to meet evolving needs and best practices for school safety.

D. Other SARC Information

Table 32: Average Class Size and Class Size Distribution (Elementary) (School Year 2021–22)

Entire table - data provided by the CDE ***(DPC) – No students from HCCS are elementary students***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

Table 33: Average Class Size and Class Size Distribution (Elementary) (School Year 2022–23)

Entire table - data provided by the CDE ***(DPC) – No students from HCCS are elementary students***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

34: Average Class Size and Class Size Distribution (Elementary) (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC) – No students from HCCS are elementary students***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

Tables 32–34: Average Class Size and Class Size Distribution (Elementary)
HCCS serves adult learners in grades 9–12 and does not enroll elementary-level students. As such, data for Tables 32–34 has been excluded to reflect HCCS' program structure and educational focus.

HCCS remains committed to transparency and accountability in reporting data that accurately represents its student population and educational model.

Table 35: Average Class Size and Class Size Distribution (Secondary) (School Year 2021–22)

Entire table - data provided by the CDE ***(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	8	35	0	2
Mathematics	7	21	1	0
Science	4	22	0	0
Social Science	6	51	0	0

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 35A: Average Class Size and Class Size Distribution by Location (School Year 2021–22)

Entire table - data provided by the LEA ***(DPL)***

Some of the data presented in Tables 35A, 36A, and 37A reflects corrections to errors identified in CALPADS reporting. While the data in Tables 35, 36, and 37 from the California Department of Education (CDE) may not fully align, year-over-year improvements demonstrate significant progress in our reporting processes. These refinements highlight HCCTS' commitment to accuracy and transparency as we continue to enhance our data systems.

Subject Site	1 to 22	23 to 32	33 to 59	60 to 99	100 plus	Average
HS English	**40**	**1**	**1**	-	-	**6.7**
Alhambra*	21	-	-	-	-	6.2
Las Palmas Ave.	3	-	-	-	-	4.3
Howe Ave.	1	-	-	-	-	1.0
Hurley Way	1	-	-	-	-	1.0
Grand Ave.	5	1	1	-	-	13.6
College Oak Dr.	3	-	-	-	-	1.0
Franklin Blvd.	6	-	-	-	-	6.5
IHS English	**74**	**11**	**18**	**11**	**4**	**25.3**
41st St.*	1	1	-	-	-	16.5
ARIElderCr*	1	-	1	-	-	27.5
ARISunrise*	3	-	-	-	-	6.3
Jackson Rd.	2	-	-	-	-	1.5
Bowling*	1	-	-	-	-	1.0
65th St.	1	-	1	-	-	25.5
Larkspur Ln.	1	-	1	-	-	22.5
C St.	6	-	-	-	-	9.8
Las Palmas Ave.	2	-	-	-	-	5.0
Camarillo*	1	-	-	1	-	43.0
Faith Legacy*	6	-	-	1	1	30.8
Folsom Blvd.	4	1	1	1	-	27.3
S St.	3	-	-	-	-	17.3
Todhunter Ave.	2	3	1	-	-	23.2
Howe Ave.	5	-	1	-	-	15.3
Hurley Way	3	-	-	-	-	6.3
Grand Ave.	3	3	6	1	1	37.8
37th Ave.	5	1	2	1	-	21.7
Marconi*	2	-	-	-	-	9.0
Palm St.	2	-	1	1	-	30.0
College Oak Dr.	6	-	1	3	-	33.9
24th St.	4	-	-	-	-	9.8
Franklin Blvd.	4	1	1	1	-	26.0
Edison Ave.	5	1	1	1	2	45.9
Clark Ave.	1	-	-	-	-	2.0
Math	**22**	-	-	-	-	**6.6**
Alhambra*	12	-	-	-	-	4.2
Las Palmas Ave.	2	-	-	-	-	2.0
Grand Ave.	4	-	-	-	-	16.8
Franklin Blvd.	4	-	-	-	-	6.3
Science	**22**	-	-	-	-	**3.5**
Alhambra*	13	-	-	-	-	2.5
Las Palmas Ave.	1	-	-	-	-	4.0
Grand Ave.	4	-	-	-	-	6.8
Franklin Blvd.	4	-	-	-	-	3.5

Social Science	**53**	**-**	**-**	**-**	**-**	**5.5**
Alhambra*	26	-	-	-	-	4.6
Las Palmas Ave.	4	-	-	-	-	2.8
Howe Ave.	1	-	-	-	-	1.0
Hurley Way	1	-	-	-	-	1.0
Grand Ave.	9	-	-	-	-	12.8
College Oak Dr.	4	-	-	-	-	1.0
Franklin Blvd.	8	-	-	-	-	5.3

**Site now closed. Not represented on the current site list.*

Table 36: Average Class Size and Class Size Distribution (Secondary) (School Year 2022–23)

Entire table - data provided by the CDE ***(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	43	41	4	38
Mathematics	9	17	0	0
Science	7	12	0	0
Social Science	48	42	11	56

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 36A: Average Class Size and Class Size Distribution by Location (School Year 2022–23)

Entire table - data provided by the LEA ***(DPL)***

Subject Site	1 to 22	23 to 32	33 to 59	60 to 99	100 plus	Average
HS English	**56**	**5**	**15**	**13**	**3**	28.7
24th St.	1	-	-	-	-	12.0
65th St.	-	-	1	-	-	50.0
Alhambra**	9	-	-	-	-	3.9
ARIElderCr*	1	-	-	-	-	1.0
C St.	1	1	-	-	-	16.0
College Oak Dr.	2	-	1	1	1	64.8
Las Palmas Ave.	4	-	-	-	-	5.3
Edison Ave.	-	-	1	3	1	81.6
Folsom Blvd.[1]	-	-	-	1	-	76.0
Folsom 2[1]	-	-	1	1	-	57.0
Westminster Ave.	1	-	-	-	-	1.0
Hemlock St.	1	-	-	-	-	17.0
Hillsdale Blvd.	-	1	-	-	-	29.0
Howe Ave.	3	-	1	-	-	21.0
Hurley Way	-	-	1	-	-	46.0
Larkspur Ln.	1	-	-	-	-	20.0
Grand Ave.	8	-	1	4	-	34.4

37th Ave.	-	-	2	1	-	57.3
Franklin Blvd.	7	1	1	-	-	13.6
Palm St.	-	-	-	1	-	88.0
Luce Ave.	-	-	1	-	-	48.0
Bruceville Rd.	1	-	-	-	-	20.0
33rd St.	9	-	1	-	-	5.7
West Third St.	4	-	-	-	-	2.5
S St.	-	1	-	-	-	29.0
Todhunter Ave.	2	1	2	-	-	21.2
Whitney**	-	-	1	1	1	85.3
Clark Ave.	1	-	-	-	-	11.0
IHS English	**13**	**5**	**9**	**14**	**11**	66.2
65th St	-	-	-	1	-	71.0
ARIElderCr*	1	-	1	-	-	27.0
ARISunrise*	1	1	-	-	-	13.5
C St.	3	-	-	-	-	7.0
College Oak Dr.	-	-	-	1	2	193.7
Las Palmas Ave.	-	-	-	1	1	103.5
Edison Ave.	-	1	1	1	2	87.8
Folsom Blvd.	1	-	1	1	1	72.0
Westminster Ave.	1	-	-	-	-	1.0
Hemlock St.	-	1	-	-	-	27.0
Hillsdale Blvd.	-	-	1	-	-	35.0
Howe Ave.	-	-	1	1	-	57.0
Hurley Way	-	-	1	-	-	47.0
Larkspur Ln.	-	1	-	-	-	28.0
Grand Ave.	2	-	1	2	1	59.0
37th Ave.	-	-	-	-	1	138.0
Franklin Blvd.	-	-	-	1	1	92.0
Palm St.	-	-	-	2	-	82.0
Bruceville Rd.	-	-	-	1	-	73.0
West Third St.	3	1	-	-	-	10.5
S St.	1	-	-	-	-	15.0
Todhunter Ave.	-	-	1	1	-	62.5
Whitney**	-	-	-	1	2	125.3
Clark Ave.	-	-	1	-	-	33.0
Math	**20**	-	-	-	-	**6.3**
Alhambra*	6	-	-	-	-	4.0
Las Palmas Ave.	2	-	-	-	-	5.5
Grand Ave.	4	-	-	-	-	13.0
Franklin Blvd.	4	-	-	-	-	6.3
33rd St.	4	-	-	-	-	3.3
Science	**23**	-	-	-	-	3.7
Alhambra**	6	-	-	-	-	3.0
Las Palmas Ave.	2	-	-	-	-	1.5
Grand Ave.	4	-	-	-	-	6.0

Franklin Blvd.	4	-	-	-	-	2.5
33rd St.	6	-	-	-	-	2.5
Clark Ave.	1	-	-	-	-	15.0
Social Science	**68**	**8**	**21**	**17**	**5**	**30.5**
24th St.	2	-	-	-	-	11.5
65th St.	-	-	2	-	-	50.0
Alhambra**	12	-	-	-	-	5.8
ARIElderCr*	2	-	-	-	-	1.0
C St.	4	-	-	-	-	11.8
College Oak Dr.	2	-	1	1	2	70.7
Las Palmas Ave.	6	-	-	-	-	6.2
Edison Ave.	-	-	1	3	1	81.6
Folsom Blvd.[1]	-	-	-	2	-	73.0
Folsom 2[1]	-	-	1	2	-	58.3
Westminster Ave.	1	-	-	-	-	1.0
Hemlock St.	2	-	-	-	-	16.5
Hillsdale Blvd.	-	1	-	-	-	29.0
Howe Ave.	2	-	2	-	-	37.5
Hurley Way	-	-	2	-	-	44.0
Larkspur Ln.	2	-	-	-	-	15.0
Grand Ave.	8	2	-	4	-	30.9
37th Ave.	-	1	4	1	-	46.8
Franklin Blvd.	9	-	1	-	-	12.1
Palm St.	-	-	-	2	-	89.0
Luce Ave.	-	-	1	-	-	48.0
Bruceville Rd.	1	-	-	-	-	20.0
33rd St.	10	-	2	-	-	8.9
West Third St.	2	-	-	-	-	1.0
S St.	-	2	-	-	-	26.5
Todhunter Ave.	2	2	2	-	-	24.2
Whitney**	-	-	2	2	2	78.8
Clark Ave.	1	-	-	-	-	12.0

** Site now closed. Not represented on the current site list.*
*** Site closed 2022-23. Not represented on the current site list.*
[1] Folsom 1 and Folsom 2 are now combined and reflected as Folsom Blvd. on the site list.

Table 37: Average Class Size and Class Size Distribution (Secondary) (School Year 2023–24)
Entire table - data provided by the CDE ***(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	14	80	10	13
Mathematics	3	27	0	0
Science	2	19	0	0
Social Science	10	81	7	6

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 37A: Average Class Size and Class Size Distribution by Location (School Year 2023–24)

Entire table - data provided by the LEA ***(DPL)***

Subject Site	1 to 22	23 to 32	33 to 59	60 to 99	100 plus	Average
HS English	**74**	**8**	**9**	**5**	-	**15.2**
Auburn Blvd.	3	-	2	1	-	30.7
C St.	3	-	-	-	-	8.0
Las Palmas Ave.	3	-	-	-	-	8.0
Edison Ave.	4	-	2	-	-	23.3
Folsom Blvd.[1]	2	1	-	-	-	14.7
Folsom Blvd. 2[1]	2	-	-	1	-	32.0
Euclid St.	4	-	-	-	-	6.0
Hemlock St.	1	-	-	-	-	12.0
Hillsdale Blvd.	2	-	-	1	-	29.7
Howe Ave.	2	1	1	-	-	21.5
Hurley Way	2	-	1	-	-	18.7
Larkspur Ln.	1	-	-	-	-	7.0
Grand Ave.	9	2	1	1	-	17.2
Franklin Blvd.	10	2	-	-	-	8.4
Marconi Ave.	2	1	-	1	-	30.5
Luce Ave.	2	-	1	-	-	17.0
Bruceville Rd.	2	1	-	-	-	9.7
Hayes Ave.	1	-	-	-	-	4.0
33rd St.	6	-	-	-	-	4.7
West Third St.	2	-	-	-	-	7.0
S St.	3	-	-	-	-	10.0
Rumrill Rd.	1	-	-	-	-	2.0
Todhunter Ave.	4	-	1	-	-	12.0
Clark Ave.	3	-	-	-	-	3.7
IHS English	**27**	**2**	**14**	**25**	**34**	**80.2**
24th St.	-	1	1	-	-	35.0
65th St.	-	-	-	2	-	69.5
ARIElderCr*	-	-	1	1	-	56.5
ARISunrise*	1	-	1	-	-	34.5
C St.	4	1	1	-	-	15.0

College Oak Dr.	-	-	-	-	7	200.0
Las Palmas Ave.	1	-	-	-	1	71.5
Edison Ave.	-	-	-	3	4	113.0
Folsom Blvd.[1]	1	-	-	2	2	82.2
Folsom 2[1]	-	-	-	-	2	157.5
Euclid St.	1	-	-	1	1	72.3
Hemlock St.	-	-	1	-	-	37.0
Foothill Farms	-	-	1	-	-	37.0
Hillsdale Blvd.	-	-	-	-	2	227.0
Howe Ave.	1	-	1	1	2	72.4
Hurley Way	1	-	-	1	-	57.5
Larkspur Ln.	1	-	-	1	-	46.5
Grand Ave.	-	-	2	5	2	78.1
37th Ave.	-	-	1	1	2	119.0
Franklin Blvd.	1	-	-	2	1	71.5
Marconi*	2	-	-	-	-	5.0
Marconi Ave.	1	-	-	1	4	135.3
Palm St.	-	-	-	1	1	101.0
Luce Ave.	1	-	-	1	-	41.5
Bruceville Rd.[2]	-	-	1	-	-	36.0
Bruceville Rd. 2[2]	-	-	-	-	1	119.0
33rd St.	3	-	-	-	-	13.3
West Third St.	3	-	1	1	-	25.2
S St.	2	-	-	-	-	17.5
Rumrill Rd.	1	-	1	-	-	21.0
Todhunter Ave.	-	-	1	1	2	84.0
Clark Ave.	2	-	-	-	-	7.0
Math	**27**	-	-	-	-	**3.2**
Auburn Blvd.	2	-	-	-	-	1.0
C St.	1	-	-	-	-	1.0
Las Palmas Ave.	2	-	-	-	-	2.5
Edison Ave.	2	-	-	-	-	1.0
Folsom 2[1]	2	-	-	-	-	1.5
Hillsdale Blvd.	2	-	-	-	-	1.5
Grand Ave.	4	-	-	-	-	10.0
Franklin Blvd.	4	-	-	-	-	2.8
Luce Ave.	1	-	-	-	-	1.0
Bruceville Rd.	2	-	-	-	-	1.0
Hayes Ave.	2	-	-	-	-	2.5
33rd St.	2	-	-	-	-	4.5
S St.	1	-	-	-	-	2.0
Science	**18**	-	-	-	-	**2.9**
Auburn Blvd.	1	-	-	-	-	1.0
Las Palmas Ave.	1	-	-	-	-	3.0
Edison Ave.	3	-	-	-	-	1.3
Folsom 2[1]	2	-	-	-	-	1.5

Grand Ave.	3	-	-	-	-	6.3
Franklin Blvd.	2	-	-	-	-	1.0
Hayes Ave.	3	-	-	-	-	1.7
33rd St.	2	-	-	-	-	4.5
Clark Ave.	1	-	-	-	-	6.0
Social Science	**80**	**7**	**6**	**1**	-	**10.6**
Auburn Blvd.	5	-	1	-	-	11.0
C St.	4	-	-	-	-	7.5
Las Palmas Ave.	4	-	-	-	-	4.0
Edison Ave.	6	-	2	-	-	12.6
Folsom Blvd.[1]	2	1	-	-	-	11.0
Folsom 2[1]	3	-	1	-	-	20.0
Euclid St.	2	-	-	-	-	2.0
Hillsdale Blvd.	3	1	-	-	-	13.3
Howe Ave.	4	1	-	-	-	11.8
Hurley Way	1	-	1	-	-	30.5
Larkspur Ln.	2	-	-	-	-	4.5
Grand Ave.	7	2	1	-	-	16.6
Franklin Blvd.	9	1	-	-	-	6.1
Marconi Ave.	1	1	-	1	-	33.0
Luce Ave.	4	-	-	-	-	6.8
Bruceville Rd.	2	-	-	-	-	7.5
Hayes Ave.	4	-	-	-	-	3.5
33rd St.	5	-	-	-	-	6.6
West Third St.	2	-	-	-	-	3.5
S St.	3	-	-	-	-	7.3
Rumrill Rd.	1	-	-	-	-	2.0
Todhunter Ave.	3	-	-	-	-	9.0
Clark Ave.	3	-	-	-	-	3.3

** Site now closed. Not represented on the current site list.*
[1] Folsom 1 and Folsom 2 are now combined and reflected as Folsom Blvd. on the site list.
[2] North Laguna 1 and 2 are now combined and reflected as Bruceville Rd. on the site list.

Tables 35–37: Providing Accurate Data on Class Sizes
HCCS serves a large and diverse student population across multiple sites, which adds complexity to class size reporting compared to traditional schools. While CDE-reported class size data provides a general overview, it does not fully capture the variability in site-specific data, attendance patterns, or multi-site operations.

To improve transparency and relevance, HCCS has:

- Added Tables 35A, 36A, & 37A in the main SARC report with year-over-year class size data that provides greater granularity and site-level insights.

Methodology for Class Size Data
Class sizes reported by HCCS were determined based on the number of students enrolled in classes categorized under relevant groupings on Census Day, with attendance recorded at least once within 30 calendar days of the Census Day for each respective reporting year. Additional groupings were included to ensure greater

accuracy and granularity in site-level reporting. Please refer to the following list for information on class groupings:

H.S. English
English – Level A, B, C

I.H.S. English
English for Work and Life - Levels 0/1, 2/3.
Advanced English for Work and Life.

Math
Algebra
Pre-Algebra

Science
Life Science
Physical Science
Earth Science

Social Science
Economics
U.S. Government and Civics
U.S. History and Geography
World History, Culture, and Geography

Addressing Class Size Challenges

HCCS recognizes that class sizes, particularly in high-demand areas, can be larger than ideal. Several factors contribute to this:

1. Attendance Patterns – Many HCCS students balance work, family, and life responsibilities, resulting in irregular attendance. Class size figures often reflect enrollment numbers rather than daily attendance, giving the impression of larger classes than those physically present.
2. High-Demand Sites – HCCS prioritizes equitable access to education by offering instruction close to students' communities. However, high enrollment demand in some locations has outpaced growth planning, leading to larger class sizes in select areas.
3. Growth and Planning Efforts – HCCS has taken proactive steps to address class size challenges, including:
    - Pausing enrollment in impacted areas.
    - Implementing new attendance and disenrollment policies to balance class sizes.
    - Developing an Attendance Standard Operating Procedure (SOP) to track engagement and distribute resources more effectively.
    - Utilizing the lottery procedure outlined in our charter.

Commitment to Improvement

HCCS remains committed to:

- Expanding capacity in high-demand areas through strategic planning.
- Improving attendance systems to track engagement and balance classroom resources.
- Reporting data transparently while focusing on quality improvement across sites.

Table 38: Ratio of Pupils to Academic Counselor (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Title	Ratio
Pupils to Academic Counselor*	18,138

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*

Table 38A: Ratio of Pupils to Academic Counselor (School Year 2023–24)

*Entire table - data provided by the LEA **(DPL)***

Title	Ratio
Pupils to Academic Counselor*	33

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*

Clarifying Counselor Assignments

While the California Department of Education's (CDE) data reflects the total number of students enrolled, HCCS assigns academic counselors exclusively to high school students, ensuring targeted support for their academic and career planning. International High School (IHS) students receive dedicated support from ELD Navigators, who provide guidance tailored to their unique needs. To present an accurate picture of counseling resources, HCCS has calculated its own ratios based on high school student assignments, specifically including only 10th and 12th-grade students, as all 9th graders are supported by navigators rather than counselors.

Table 39: Student Support Services Staff (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	0.5
Library Media Teacher (Librarian)	-
Library Media Services Staff (Paraprofessional)	-
Psychologist	-
Social Worker	-
Nurse	-
Speech/Language/Hearing Specialist	-
Resource Specialist (non-teaching)	-
Other**	-

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*
*** "Other" category is for all other student support services staff positions not listed.*

Table 39A: Student Support Services Staff (School Year 2023–24)

*Entire table – data provided by the LEA **(DPL)***

Due to an error in CALPADS reporting, the CDE-provided data for student support services staff does not accurately reflect the staffing levels at HCCS. To ensure transparency and accuracy, the following table presents corrected census day data for the 2023–24 school year. This updated information underscores HCCTS' commitment to improving data reporting processes and providing an accurate picture of the resources available to support our students.

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	11.36
Library Media Teacher (Librarian)	-
Library Media Services Staff (Paraprofessional)	118.94
Psychologist	-
Social Worker	-
Nurse	-
Speech/Language/Hearing Specialist	-
Resource Specialist (non-teaching)	-
Other**	71.14
ELD/IHS Navigator	9.00
Career and/or Social/Behavioral Counseling	-

*** "Other" category is for all other student support services staff positions not listed.*

Table 40: Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2022–23)

*Partial table - data provided by the CDE **(DPC)***

- *TRUSD Average Teacher Salary data,*
- *State Average Teacher Salary data, and*
- *State Expenditures Per Pupil (Unrestricted) data.*

*Partial table – data provided by the LEA **(DPL), as follows***

- *The remaining data is to be provided by the LEA.*

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site (HCCS)	14,946.83	795.53	14,151.30	75,467.87
TRUSD	N/A	N/A	15,340.26	90,713
Percent Difference – School Site and TRUSD	N/A	N/A	8%	18.00%
State	N/A	N/A	10,770.62	94,625
Percent Difference – School Site and State	N/A	N/A	27%	23.00%

Note: Cells with N/A values do not require data.

Table 41: Types of Services Funded (Fiscal Year 2023–24)

Narrative provided by the LEA ***(DPL)***

Innovative Support for Student Success
HCCTS is dedicated to creating a learning environment that meets the unique needs of its diverse student population. Recognizing that the majority of our students (71.2%) are actively parenting, HCCTS provides targeted resources and innovative solutions to support academic achievement alongside family responsibilities.

Technology for Accessibility and Advancement
Since August 2020, HCCTS has distributed over 14,286 smartphones to students, ensuring they have access to digital resources. In 2023, HCCTS adopted the Google Pixel Fold as a next-generation solution, combining the functionality of smartphones, Chromebooks, and hotspots into one advanced device. The Pixel Fold offers a large, pocket-sized folding screen, dual-screen translation capabilities, and reliable connectivity, empowering students to access remote learning, digital coursework, and communication tools seamlessly. Since December 2023, HCCTS has distributed over 6,231 Pixel Folds, representing a commitment to bridging the digital divide.

Holistic Student and Family Support
Beyond technology, HCCTS provides comprehensive services designed to remove barriers to education. These include free play care for students with young children, access to food pantries and clothing closets, homeless services, and Civics 101 classes. These programs demonstrate HCCTS' commitment to addressing both academic and personal needs, ensuring every student has the stability and support necessary to thrive.

Multilingual Support and Testing Access
As HCCTS' population of English Learners continues to grow, the school has expanded language services to ensure equitable access to testing and resources. Proctors fluent in top languages spoken by HCCTS students – including English, Spanish, Farsi, Urdu, Pashto, and Russian – facilitate accurate and inclusive assessments, allowing students to demonstrate their true capabilities in a supportive environment.

Data-Driven Adaptation and Sustainability
HCCTS regularly collects feedback from students and staff to refine and expand services, ensuring alignment with evolving community needs. The transition to the Pixel Fold also reflects HCCTS' commitment to sustainability, reducing waste and maximizing impact with fewer devices.

Fostering Collaboration Through Partnerships
HCCTS works closely with community partners to secure innovative resources and provide services tailored to its students' unique challenges. These partnerships amplify HCCTS' ability to address barriers and promote long-term success for students and their families.

Measuring Impact
Since implementing these initiatives, HCCTS has observed tangible benefits, including increased attendance and engagement rates. These outcomes demonstrate the effectiveness of HCCTS' holistic approach and its unwavering commitment to eradicating educational inequality.

Table 42: Teacher and Administrative Salaries (Fiscal Year 2022–23)
Entire table - data provided by the CDE ***(DPC)***

Category	TRUSD Amount	State Average For Districts In Same Category
Beginning Teacher Salary	59,128	56,572.74
Mid-Range Teacher Salary	83,628	87,185.69
Highest Teacher Salary	115,265	119,664.66
Average Principal Salary (Elementary)	136,222	148,486.09
Average Principal Salary (Middle)	143,552	154,835.19
Average Principal Salary (High)	151,948	170,007.96
Superintendent Salary	339,379	338,699.13
Percent of Budget for Teacher Salaries	23%	31.41%
Percent of Budget for Administrative Salaries	5%	4.86%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.

Table 42A: Teacher and Administrative Salaries (Fiscal Year 2022–23)
Entire table – data provided by the LEA ***(DPL)***

Category	HCCTS Amount
Beginning Teacher Salary	66,347
Mid-Range Teacher Salary	89,167
Highest Teacher Salary	103,221
Average Principal Salary (Elementary)	–
Average Principal Salary (Middle)	–
Average Principal Salary (High)	122,935
Superintendent Salary	250,212
Percent of Budget for Teacher Salaries	19.93%
Percent of Budget for Administrative Salaries	4.72%

Table 43: Advanced Placement (AP) Courses (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Percent of Students in AP Courses:

Subject	Number of AP Courses Offered*
Computer Science	-
English	-
Fine and Performing Arts	-
Foreign Language	-
Mathematics	-
Science	-
Social Science	-
Total AP Courses Offered*	-

**Where there are student course enrollments of at least one student.*

HCCS does not offer Advanced Placement (AP) courses due to its focus on serving adult learners who require flexible, career-focused, and skills-based pathways to high school completion and workforce readiness.

Instead, HCCS prioritizes Career Technical Education (CTE) programs and industry-recognized certifications that align with students' career goals and provide practical skills for employment and advancement.

This approach reflects HCCS' commitment to meeting the unique needs of its diverse student population through accessible, relevant, and outcomes-driven education.

Table 44: Professional Development

*Entire table – data provided by the LEA **(DPL)***

Measure	2022–23	2023–24	2024–25
Number of school days dedicated to Staff Development and Continuous Improvement	5	5	5

Recognizing the importance of staff development and teacher training, Highlands Community Charter School honors its staff by providing numerous professional growth/orientation opportunities throughout the year. We give our teachers weekly opportunities to use additional out-of-class time for lesson planning, grading, and preparation.

Additionally, we offer monthly workshops, trainings, and collaborative opportunities for each of our employees schoolwide within their departments. Some of these include the following:

- During five Teacher Work Days/Non-Student Days, Highlands provides a full day of school-wide staff professional development, offering sessions addressing such topics as identifying and metabolizing collective trauma, CPR training, sexual harassment training, Safeschools Trainings, K12 Swift Alert Solutions training, etc.
- Highlands offers monthly curriculum/instructional professional development sessions that are hosted by our instructional and curriculum teams, addressing such topics as curricular strategies, materials and assessments, application of technology in the classroom, social-emotional learning, etc.

- In addition, Highlands is committed to providing full-time certificated teachers with funding designated to support their participation in the pursuit of additional training, advanced degrees or designations, continuing coursework at the college or university level, or attendance at educational workshops and/or conferences, contingent upon annual budget allocations. Our teachers have attended California Association for Bilingual Education (CABE), California Teachers of English to Speakers of Other Languages (CATESOL), CASAS Institute, and Workforce Investment Opportunity Act (WIOA) conferences.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 28, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC/RFI - CTE Truck Driving Program
TRUSD Additional Requests for Information re HCCTS' 12/20/24 Response

Dear Ms. Carreon,

On February 3, 2025, HCCTS received a notice of concern/request for information from TRUSD regarding the CTE Truck Driving Program.

On December 16, 2024, the HCCTS HR Department, in collaboration with Pat Keller, a private investigator contracted by HCCTS, began investigating the HCCTS Truck Driving Program. As part of this investigation, Jasmine Gibbs, the Director of HR, together with Mr. Keller conducted interviews with HCCTS truck driving employees, former HCCTS students, employees from Local 185 Union, the Sacramento Police Department, and others.

On March 27, 2025, HCCTS completed the investigation and prepared the following letter in response.

If you would like to discuss the report in greater detail or have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

1. **CTE Truck Driving for Non-Students**

Work Calendars
Attached you will find Mr. Ivaniuk's employment contracts, which show time and days worked for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years.

Class Schedules
Attached you will find the HCCTS bell schedules for the 2018-2019, 2019-20, 2020-21, 2021-22, and 2022-23 school years. The bell schedules utilized in the 2014-17 school years were the same ones utilized for the following two years, 2017-18 and 2018-19.

Non-Student Schedules
During the first two meetings with Sergey Ivanyuk, Truck Driving Program Coordinator, he stated that the non-students would attend class on weekends and they would stop by during the week to take tests. After further investigation, it was discovered that non-students attended the truck driving classes any time during the day. In the interview with Sergeant Nicholas Fox of the Sacramento Police Department held on February 5, 2025, he stated that: "At some point, they were told they could only come in the mornings between 6:00 AM and 8:00 AM". Mr. Fox was unaware of any officers attending the HCCTS Truck Driving Program on the weekends. Due to the number of inconsistencies in interviews and documentation, we are unable to verify the schedules of non-students.

Sergey Ivanyuk is the person responsible for managing the program and creating and keeping all of the administrative records. During the investigation, he provided many documents that were inaccurate, including data discrepancies that cannot be verified.

In response to the following requests:

> A summary of the instances where non-students "stopped by throughout the week" for tests. As part of this summary, include information about whether non-students ever scheduled the visits in advance, how they knew when Mr. Ivaniuk would be available, whether HCCTS students were ever present during these visits, and whether the visits ever took place within Mr. Ivaniuk's HCCTS work hours. **HCCTS does not have this information.**
>
> *Outline the support Mr. Ivaniuk provided to non-students to assist them in*

acquiring their license (i.e., 15 hours of "behind-the-wheel" training, study materials for road and/or written tests, instruction to prepare for the road and written tests, etc). **HCCTS does not have this information.**

Outline the process Mr. Ivaniuk followed when administering tests and include the approximate duration for these assessments. This outline should include information about assessments for pre-trip, general knowledge, drive/road, brake, and skills tests as described in the comments section of the student lesson documents provided by HCCTS. **HCCTS does not have this information.**

2. Data Discrepancies Between Students and Non-Students

On January 14, 2025, HCCTS Leadership submitted a written directive to Sergey Ivanyuk, the Truck Driving Program Coordinator, to stop serving non-students in the Truck Driving Program. While HCCTS reported the discontinuation of serving non-students effective January 6, 2025, it wasn't until January 14, 2025, that HCCTS stopped the participation of all non-students in all its programs and is only serving enrolled HCCTS students, to the best of my knowledge.

3. Partnerships and Scholarships

HCCTS alumni enrolled in the truck driving program through the Doc Smith Legacy Foundation Scholarship Program (DSLF). To start the process, alumni would submit an application to the foundation, and it would be reviewed by Mike Reid (former HCCTS Chief Operations Officer), current President of the Doc Smith Legacy Foundation and HCCTS Board member, as well as Murdock Smith (former HCCTS Executive Director). If the scholarship application was approved by Mike Reid and Doc Smith, then the DSLF agreed to cover the tuition expenses for the student. Two HCCTS alumni students were granted scholarships to attend the Truck Driving program. According to a statement by Mike Reid via email on March 13, 2025, a transfer of $3800 was made from DSLF to HCCTS for these alumni students. During an interview with Lee Farrand, Director of CTE, she stated: "To my knowledge, no money has ever been exchanged for those students."

According to our financial records and Matthew Lemos, HCCTS Chief Business Official, one fiscal exchange occurred between the DSLF and HCCTS, and it was not related to scholarships.

Partnerships and Local Union 185

On February 25, 2025, in a phone interview with Doyle Radford Jr, the Business Manager at Local 185 Union, the following work was provided to

HCCTS by Local 185 in the 2019-2020 school year:

- Pre-apprentice work, including parking lot slurry and stripping
- The Northern California Construction Training (NCCT) provided demolition work
- Over the last few years, Local 185 purchased some delineators and about $800 in tools that they donated to the HCCTS Truck Driving Program

The union then stopped providing labor to HCCTS over liability concerns in the event someone may be injured.

Please note the distinction between Doyle Radford Senior and Doyle Radford Junior. Doyle Radford Sr was a former HCCTS board member from May 8, 2014 to July 13, 2023. Doyle Radford Jr is a business manager at Local 185 and Doyle Radford Senior's son.

Partnerships and Sacramento Police Department and Sacramento County Sheriff's Office

During the investigation process, Sergey Ivanuyk, the Truck Driving Program Coordinator, stated that no fiscal exchanges occurred between HCCTS and the Police Department or the Sacramento Sheriff's Office. On February 5, 2025, in the phone interview with Sergeant Nicholas Fox from the Sacramento Police Department (SPD), Mr. Fox confirmed that nobody from the SPD paid any money to HCCTS or any HCCTS employees for the driving instructions. The following Sacramento Police Officers attended the training:

- Nicholas Fox
- Andrew Ryan
- Brock O'Shaunessy
- Tyler Curtis
- Fredrick Osmond
- Steve Colombo (Discontinued on January 10, 2025)
- Amber Hickey
- Alexis Grove: He was attending the program when the directive to stop was given

Following the review of canceled DMV checks, the investigator was able to locate a $98.00 check that had been used by Amber Hickey, a Sacramento Police Department officer, in April 2024 for her Commercial Licence Permit. A review of the DOT medical payment records showed that in July 2022, HCCTS paid for a Sacramento Sheriff's deputy's DOT medical and urine test (in the amount of $167. Sergey Ivaniuk, Truck Driving Program Coordinator, admitted he would have been the one that issued the DMV check to her and then stated: " I don't know what happened, but we never covered them."

Ivanyuk continued to say he never gave checks to law enforcement and then said, “I don’t recall why I did it. But yes. That’s me. I did it.”

The investigation into the truck driving program will conclude with disciplinary action. HCCTS has had a new MOU to be provided to the sheriff’s office and police department as other government agencies to provide services in which liability and compensation issues are resolved.

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track A - Schedule A - EL Full Day	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule A - EL Full Day	PR3	255	12:45:00	17:00:00
2014.2015	Track A - Schedule B - EL Morning	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule C - EL Afternoon	PR3	255	12:45:00	17:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR3	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR4	120	15:00:00	17:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR3	120	13:00:00	15:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR5	240	17:00:00	21:00:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	08:10:00	10:10:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	13:00:00	15:00:00
2014.2015	Track D & E - Bilingual Secondary	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR1	125	08:10:00	10:15:00
2015.2016	Track A, B, C, D & E - Schedule A	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule B	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR4	125	15:05:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule C	PR1	260	08:10:00	12:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule C	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule D	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule D	PR3	250	13:00:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule E	PR1	260	08:10:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule E	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule F	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule F	PR3	100	13:00:00	14:40:00
2015.2016	Track A, B, C, D & E - Schedule F	PR4	180	15:00:00	18:00:00
2015.2016	Track A, B, C, D & E - Schedule G	PR1	220	08:10:00	11:50:00
2015.2016	Track A, B, C, D & E - Schedule G	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule H	PR1	245	08:25:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule H	PR3	130	13:00:00	15:10:00
2015.2016	Track A, B, C, D & E - Schedule I	PR1	240	08:00:00	12:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule I	PR3	140	12:15:00	14:35:00
2015.2016	Track E - Schedule J	PR1	245	08:25:00	12:30:00
2015.2016	Track E - Schedule K	PR3	245	13:00:00	17:05:00
2015.2016	Track E - Schedule L	PR5	225	17:15:00	21:00:00
2015.2016	Track E - Schedule M	PR1	240	08:00:00	12:00:00
2015.2016	Track E - Schedule N	PR5	225	17:00:00	20:45:00
2015.2016	Track E - Schedule O	PR3	225	16:00:00	19:45:00
2015.2016	Track E - Schedule P	PR1	235	08:20:00	12:15:00
2015.2016	Track E - Schedule Q	PR3	250	12:50:00	17:00:00
2015.2016	Track E - Schedule R	PR3	225	13:00:00	16:45:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR1	125	08:10:00	10:15:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR4	125	15:05:00	17:10:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule D - Track A, B, C, D, & E	PR1	260	08:10:00	12:30:00
2016.2017	Schedule D - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR1	210	08:30:00	12:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR3	165	12:45:00	15:30:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR1	180	09:00:00	12:00:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR3	195	12:30:00	15:45:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR3	150	12:30:00	15:00:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule J - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule J - Track A, B, C, D, & E	PR5	150	17:00:00	19:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR1	300	09:30:00	14:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR4	120	14:30:00	16:30:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR4	60	16:10:00	17:10:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR5	240	17:10:00	21:10:00
2016.2017	Schedule M - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule O - Track E	PR1	240	08:00:00	12:00:00
2016.2017	Schedule P - Track E	PR5	225	17:30:00	21:15:00
2016.2017	Schedule Q - Track E	PR1	225	08:15:00	12:00:00
2016.2017	Schedule R - Track E	PR5	225	16:00:00	19:45:00
2016.2017	Schedule S - Track E	PR5	225	17:00:00	20:45:00
2016.2017	Schedule T - Track E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule U - Track E	PR3	225	13:00:00	16:45:00
2016.2017	Schedule V - Track E	PR3	225	12:45:00	16:30:00
2016.2017	Schedule W - Track E	PR3	240	12:30:00	16:30:00
2016.2017	Schedule X - Track E	PR3	245	13:00:00	17:05:00
2016.2017	Schedule Y - Track E	PR1	225	07:45:00	11:30:00
2016.2017	Schedule Z - Track E	PR3	225	12:00:00	15:45:00
2016.2017	Schedule AA - Track E	PR1	240	09:00:00	13:00:00
2016.2017	Schedule AB - Track E	PR5	240	16:30:00	20:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule AC - Track E	PR1	225	07:30:00	11:15:00
2016.2017	Schedule AD - Track E	PR3	240	11:45:00	15:45:00
2016.2017	Schedule AE - Track E	PR5	225	17:15:00	21:00:00

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (PM):

Regular Day Schedule

Period 1	5:00 p.m. - 6:10 p.m.
Period 2	6:15 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 3	7:35 p.m. - 8:45 p.m.
Period 4	8:50 p.m. - 10:00 p.m.

Thursday Early Dismissal Schedule

Period 1	5:35 p.m. - 6:35 p.m.
Period 2	6:40 p.m. - 7:40 p.m.
Break	7:40 p.m. - 7:50 p.m.
Period 3	7:50 p.m. - 8:50 p.m.
Period 4	8:55 p.m. - 10:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-2021

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-21

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2021-22

AM Regular Day Schedule

Period 1	8:00 a.m. - 9:35 a.m.
Period 2	9:40 a.m. - 11:15 a.m.
Period 3	11:20 a.m. - 12:55 p.m.
Lunch	12:55 p.m. - 1:40 p.m.
Period 4	1:40 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.

PM Schedule

Period 1	4:30 p.m. - 6:15 p.m.
Period 2	6:15 p.m. - 8:00 p.m.
Break	8:00 p.m. - 8:10 p.m.
Period 3	8:10 p.m. - 10:05 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Alternate Schedules

Period 1	3:00 p.m. - 4:45 p.m.
Period 2	4:45 p.m. - 6:30 p.m.
Break	6:30 p.m. - 6:40 p.m.
Period 3	6:40 p.m. - 8:35 p.m.

Period 1	3:30 p.m. - 5:15 p.m.
Period 2	5:15 p.m. - 7:00 p.m.
Break	7:00 p.m. - 7:10 p.m.
Period 3	7:10 p.m. - 9:05 p.m.

Period 1	4:00 p.m. - 5:45 p.m.
Period 2	5:45 p.m. - 5:30 p.m.
Break	5:30 p.m. - 7:40 p.m.
Period 3	7:40 p.m. - 9:35 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2022-23

AM Regular Day Schedule

Period 1	8:30 a.m. - 10:43 a.m.
Period 2	10:47 a.m. - 1:00 p.m.
Lunch	1:00 p.m. - 1:30 p.m.
Period 3	1:30 p.m. - 3:43 p.m.

Thursday AM Early Dismissal Schedule

Period 1	8:30 a.m. - 10:10 a.m.
Period 2	10:15 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:25 p.m.
Period 3	12:25 p.m. - 2:05 p.m.

AFT Regular Day Schedule

Period 3	12:00 p.m. - 2:13 p.m.
Period 4	2:17 p.m. - 4:30 p.m.
Lunch	4:30 p.m. - 5:00 p.m.
Period 5	5:00 p.m. - 7:13 p.m.

(**AFT Schedule Follows Either AM Early Dismissal or PM Schedule B on Thursdays)

HIGHLANDS
COMMUNITY CHARTER SCHOOL

PM Schedule A

Period 5	3:00 p.m. - 5:25 p.m.
Break	5:25 p.m. - 5:35 p.m.
Period 6	5:35 p.m. - 8:00 p.m.

(**PM Schedule A Follows PM Schedule B on Thursdays)

PM Schedule B

Period 5	4:30 p.m. - 6:55 p.m.
Break	6:55 p.m. - 7:05 p.m.
Period 6	7:05 p.m. - 9:30 p.m.

PM Schedule C

Period 5	5:00 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 6	7:35 p.m. - 10:00 p.m.

Highlands Community Charter School

2018-2019 School Calendar

July 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
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October 2018						
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November 2018						
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December 2018						
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January 2019						
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February 2019						
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March 2019						
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April 2019						
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May 2019						
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June 2019						
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Color Code: **First/Last Day of School** **Teacher Work Day/Non Student Day** **Holidays/No School** **No School**

Important Dates and School Holidays

July 9th	First Day of School (Track A and D)	Dec 24th-Jan 4th	Winter Break
Aug 9th – 10th	Teacher Work Day/No School	Feb 15th & 19th	Teacher Days
Aug 13th	First Day of Track B	Feb 18th	President's Day
Sept 3rd	Labor Day	Apr 15th-19th	Spring Break
Sept 10th	First Day of Track C	May 6th – 8th	Teacher Work Days
Nov 12th	Veteran's Day	May 27th	Memorial Day
Nov19-23	Thanksgiving Break	June 28th	Last Day of School
Dec 14th	Teacher Work Day		

Grading Periods

July 9th – Sept 7th / Sept 10th – Nov 16th / Nov 26th – Feb 8th / Feb 11th – Apr 12th

Highlands Community Charter School

2019-2020 School Calendar

July 2019						
Su	M	Tu	W	Th	F	S
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August 2019						
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September 2019						
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October 2019						
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November 2019						
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December 2019						
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January 2020						
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February 2020						
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March 2020						
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April 2020						
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May 2020						
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June 2020						
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Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

July 8th	First Day of School/Track A	Dec 23rd - Jan 3rd	Winter Break
Aug 8th - 9th	Teacher Work Days	Jan 20th	MLK Day
Aug 12th	First Day of Track B	Feb 14th & 18th	Teacher Work Days
Sept 3rd	Labor Day	Feb 17th	President's Day
Sept 10th	First Day of Track C	Apr 6th - 10th	Spring Break
Nov 11th	Veterans Day	May 4th - 6th	Teacher Work Days
Nov 25th - 29th	Thanksgiving Break	May 25th	Memorial Day
Dec 13th	Teacher Work Day	June 30th	Last Day of School

Grading Periods

July 8th - Sept 7th / Sept 10th - Nov 15th / Nov 18th - Feb 7th / Feb 10th - Apr 17th / Apr 20th - June 30th

Revised 11-21-18

Highlands Community Charter School

2020-2021 Academic School Calendar

July 2020

Su	M	Tu	W	Th	F	S
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5	6	7	8	9	10	11
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26	27	28	29	30	31	

August 2020

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September 2020

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27	28	29	30			

October 2020

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November 2020

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December 2020

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27	28	29	30	31		

January 2021

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February 2021

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28						

March 2021

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28	29	30	31			

April 2021

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May 2021

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June 2021

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20	21	22	23	24	25	26
27	28	29	30			

Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School | End of Term

Important Dates and School Holidays

July 1st – July 3rd	Summer Break	Jan 18th	MLK Day
July 6th	First Day of School	Feb 15th	Presidents' Day
Aug 5th-7th	Staff Development Days	Feb 16th	Staff Development Day
Sept 7th	Labor Day	Mar 29th-Apr 2nd	Spring Break
Nov 11th	Veterans' Day	May 3rd-5th	Staff Development Days
Nov 23rd-27th	Thanksgiving Break	May 31st	Memorial Day
Dec 18th	Staff Development Day	June 25th	Last Day of School
Dec 21st - Jan 1st	Winter Break		

Grading Periods

July 6th – October 23rd / October 26th – February 26th / March 1st – June 18th

Revised 11-20-19

Highlands Community Charter & Technical Schools

2021-2022 Academic School Calendar

210 Work Calendar

July 2021

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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August 2021

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September 2021

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October 2021

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November 2021

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December 2021

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January 2022

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February 2022

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March 2022

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April 2022

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May 2022

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June 2022

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26	27	28	29	30		

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School** **End of Term**

Important Dates and School Holidays

July 1st – 9th	Summer Break	Dec 20th – Dec 31st	Winter Break
Aug 12th – 13th	Staff Development Days	Jan 17th	MLK Day
Sept 6th	Labor Day	Feb 21st	Presidents Day
Nov 11th	Veterans Day	Apr 11th – 15th	Spring Break
Nov 22nd – 26th	Thanksgiving Break	May 9th – 11th	Staff Development Days
Dec 17th	Staff Development Day	May 30th	Memorial Day

Grading Periods

July 12th – October 22nd / October 25th – February 25th / February 28th – June 17th

Highlands Community Charter & Technical Schools

2022-2023 Academic School Calendar

209 Work Calendar

July 2022						
Su	M	Tu	W	Th	F	S
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August 2022						
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September 2022						
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October 2022						
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November 2022						
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December 2022						
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January 2023						
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February 2023						
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March 2023						
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April 2023						
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May 2023						
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June 2023						
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Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School

Important Dates and School Holidays

July 4th - 8th	Summer Break
Aug 11th - 12th	Staff Development Days
Sept 5th	Labor Day
Nov 11th	Veterans Day
Nov 21st - 25th	Thanksgiving Break
Dec 26th - Jan 6th	Winter Break
Jan 16th	Martin Luther King Jr. Day
Feb 20th	Presidents Day
Apr 17th - 21st	Spring Break
May 8th - 10th	Staff Development Days
May 29th	Memorial Day
June 19th	Juneteenth

Certificated Paid 198 Work Days
Classified Paid 198 Work Days and 11 Holidays

Highland Community Charter School **Adopted:**

Job Description: CTE TEACHER - HEAVY-DUTY TRUCK, BUS, OSHA FORKLIFT

BASIC FUNCTION

Under direction of the Principal and Coordinator of Career and Technical Education, the Teacher will instruct and provide related services to adult students attending the HCCS Heavy-Duty Truck Driving, Bus and OSHA Forklift program.

MAJOR DUTIES AND RESPONSIBILITIES (may include, but not limited to the following)

- Provides learning experiences in the correct operation of heavy-duty trucks, buses, and forklifts utilizing the course of study adopted by the Board of Directors.
- In keeping with HCCS and State of California guidelines, conducts hands-on training with large and small groups and individual adult learners.
- Adapts training methods to the needs of adult learners with diverse cultural backgrounds and varying intellectual abilities and attitudes.
- Develops and uses a variety of instructional materials suitable for verbal, visual, and hands-on instruction of adult learners with a wide range of mental, physical, and emotional maturities.
- Establishes and maintains standards of student behavior needed to achieve effective participation in all activities.
- Evaluates achievement of students and keeps appropriate records.
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- Prepares materials for classroom use.
- May select and requisition books, instructional materials and supplies.
- Enters attendance in a timely manner and maintains other accounting records and business services as required.
- Attends staff meetings and participates in faculty committees as needed.
- Participates in curriculum and other development of CTE programs within the school and or outside sources.
- Performs other related duties as required.

QUALIFICATIONS

Ability to:

(Consideration will be given to reasonable accommodation for the following physical requirements):

- Sufficient vision to read printed materials.
- Sufficient hearing to conduct in person and telephone conversations.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and when addressing large and small groups.
- Skill in working with adult learners.
- Sufficient mobility to move about the school from one site to another.
- Ability to maintain open communication and encourage questions and problem solving.
- Ability to establish and maintain cooperative working relationships.

Highland Community Charter School

Adopted:

EXPERIENCE & EDUCATION

Current Class “A” and Class B driver’s license
Three years of driving experience as a Class “A” Driver

CREDENTIAL

Teachers must have an appropriate California teaching credential to teach primarily adults the designated trade, technical, or vocational subject assigned to them, which may include, but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential. Per California Education Code Section 47605(l), as a noncore, non-college preparatory instructor, flexibility may be given regarding credentialing.

WORKING CONDITIONS

Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This position will include office and school environments.

Physical Abilities:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to;

- Ability to perform the various physical tasks included in the instructional program;
- Hearing and vision, with correction, within normal range;
- Sufficient stamina to remain active and energetic throughout the training day;
- Ability to lift/carry/move equipment and furniture up to 50 lbs. in weight;
- Freedom from any disability that would limit or impair performance of the teaching duties and responsibilities required of this position.

Hazards:

None identified.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk** **Via: Mail, hand delivery**

CTE Teacher

FROM: **Murdock Smith**
Executive Director

DATE: **May 8, 2019**

SUBJECT: Notification of Reasonable Assurance – Certificated Employee

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year 2019-20 after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

Karen Hall – Human Resources Analyst

HIGHLANDS
COMMUNITY CHARTER SCHOOL
MAY 20 2019
HUMAN RESOURCES
RECEIVED

Employee Signature Acknowledging Receipt

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of CTE CTC Teacher at Highlands. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**: 2018 - 19 School Year

The minimum on-site obligations for this position shall generally be Monday through Friday, 8 hours a day 230 calendar, row D. Step 11. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be $78,052, to be paid twice monthly, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6.14.18

HCCS Approval:

Date: 6/28/2018

P.P. Veronica Irving, Murdock Smith
Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk**
CTE Teacher

Via: Hand delivery

FROM: **Murdock Smith**
Executive Director

DATE: **May 7, 2018**

SUBJECT: **Notification of Reasonable Assurance -- Certificated Employee**

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in 2018-19 the next school year. After the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

School Representative Signature

Employee Signature Acknowledging Receipt

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [CTE Teacher]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

update 1/26/2017

Employee Signature: _____ Date: 12.6.16

Address: 8102 Prairie Mills ct, Antelope, CA, 95843

Telephone: 916 996-4210

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter, as well as assisting HCCS in implementing its purposes, policies, and procedures. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. .

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [CTE Teacher]. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. The Employee understands that in light of the HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and administration may at times make assignments that are in addition to those

expressly described in this Agreement and the job specification. Accordingly, the Employee's duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The work schedule for 2017-2018, this positon shall be full-time Monday- Friday 8:00 am to 4:30 pm, 230 works schedule step 1 row B starting on July 10, 2017 and ending June 29, 2018. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The Employee will receive a gross base salary of $55,684.00 per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Performance Evaulation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and

modified by HCCS. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she presents no risk factors for tuberculosis, or if risk factors were identified, the Employee was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

10. **Confidentiality**

The Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. The Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

11. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall

not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

12. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Nothing in any manual of handbook (including the HCCS Employee Handbook), HCCS policy, whether written or oral, or practice of HCCS, shall provide Employee with any right or benefit which in any way limits, HCCS rights and authority as set out in this section. To the extent that a conflict is claimed to exist, this section controls.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of

the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/22/17

Address: 8102 Prairie Hills ct, Antelope, CA, 95843

Telephone: 916-996-4210

HCCS Approval:

Dated: 7/7/17

_____
Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

To: Sergey Ivanyuk — Via: Hand Delivery

From: Murdock Smith, Executive Director
Highlands Community Charter School

Please Sign and Return By
May 26,2017
To Veronica King.

Date: May 15, 2017

Subject: **Notice of Reasonable Assurance**

Highlands Community Charter School (Highlands) hereby notifies you that you have reasonable assurance of returning to work in the 2017-2018 school year as a CTE Instructor. Your return date will depend on your teaching calendar. During the regular recess periods for your position, there will be no need for your services, unless you are notified in writing.

As a reminder, all positions are employed on an at-will basis with Highlands unless otherwise expressly stated by agreement. As such, employment may be terminated at any time, with or without cause or advance notice by the employee or Highlands. As you are employed in an at-will position, receipt of this notice shall not alter or impair in any way the at-will nature of your employment with Highlands.

Nevertheless, Highlands is required by the Unemployment Insurance Code to inform you that you may file an unemployment insurance claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department and not by Highlands.

If you are not offered an opportunity to perform services in the next academic term, you may be entitled to unemployment insurance benefits, retroactive to the date you filed an initial claim, subject to the following conditions: 1) you are otherwise eligible for benefits; 2) you filed a claim for each week benefits are claimed; and 3) if a claim for retroactive benefits is made within thirty (30) days after the start of the next academic year.

Please feel free to contact me should you have any questions.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

This form needs to be returned to this office by June 1, 2017 or we will assume you are not planning to return to Highlands for the 2017 – 18 school year.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [Para Educator]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 12.6.16

Address: 8102 Prairie Mills ct, Antelope, CA, 95843

Telephone: 916 996-4210

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [TEACHER]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of $[55,682.00] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Sujey I Date: 8/23/2016

Address: 8102 Prairie Hills ct, Antelope,CA,95843

Telephone: 916-996-4210

Dated: 8/11/16

[NAME, TITLE]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

SCANNED
JUN 04 2016

HIGHLANDS COMMUNITY CHARTER SCHOOL
1333 GRAND AVENUE, BUILDING B
PO BOX 38924
SACRAMENTO, CA 95838
(916) 844-2283

MEMORANDUM

TO: **Sergey Ivanyuk**
Classified Staff

Via: Hand Delivery or Certified Mail

FROM: **Murdock Smith**
Executive Director

DATE: **May 13, 2016**

SUBJECT: Notification of Reasonable Assurance

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year, which begins on July 01, 2016, after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

We are required by the Unemployment Insurance (UI) Code to inform you that you may file a UI claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department (EDD) and not by the school or its unemployment claims administrator. If after the summer recess period, you are not offered an opportunity to perform services in the next academic year/term, you may be entitled to UI benefits retroactive to the date you filed an initial claim, if you file a claim for retroactive benefits within 30 days after the start of the next academic year/term, if you filed a claim for each week benefits are claimed, and if you are otherwise eligible.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 4, 2014

Status: Regular

This EMPLOYMENT AGREEMENT is entered into this 10th day of June 2015, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCTS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCTS and EMPLOYEE are collectively referred to as the "parties."

HCCTS desires to employ EMPLOYEE as an Instructional Para – CTE (Truck Driving) at HCCTS under the following terms and conditions:

1. **RECITALS:**

   a. HCCTS has been established and operates pursuant to The Charter Schools Act of 1992, Education Code section 47600, et seq. HCCTS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCTS's charter is available for review.

   b. HCCTS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCTS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCTS.

   c. Pursuant to Education Code section 47610, HCCTS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCTS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

   d. HCCTS desires to hire EMPLOYEE to assist HCCTS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2015 and shall end on June 30, 2016.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Para – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Para – CTE (Truck Driving) is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCTS.

b. (X) Full-time – 200 Days – Monday through Friday, 8:20 a.m. until 4:50 p.m./As assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCTS's size and limitations on availability of funds and personnel, HCCTS must be flexible and HCCTS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 per hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCTS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCTS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCTS and the Board of Directors of HCCTS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCTS shall evaluate and assess in writing the

performance of the EMPLOYEE as specified in HCCTS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCTS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCTS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCTS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCTS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCTS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCTS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCTS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCTS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCTS may terminate this AGREEMENT.

8. **NONRENEWAL OF CONTRACT:**

The Board of Directors of HCCTS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of HCCTS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCTS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCTS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCTS on the terms specified herein.

2. All information I have provided to HCCTS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCTS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 6.1.15

Address: 5102 Prairie Hills ct, Antelope, CA, 95843

Telephone: (916) 996-4216 Social Security Number: 618-28-9814

CHARTER SCHOOL APPROVAL:

Dated: 6/18/15

_____
Kirk Williams, Principal

_____
Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCTS.

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 11, 2014 Status: Probationary

This EMPLOYMENT AGREEMENT is entered into this eleventh day of August 2014, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCS and EMPLOYEE are collectively referred to as the "parties."

HCCS desires to employ EMPLOYEE as an Instructional Paraeducator at HCCS under the following terms and conditions:

1. RECITALS:

a. HCCS has been established and operates pursuant to Charter Schools Act of 1992, Education Code section 47600, et seq. HCCS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCS's charter is available for review.

b. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCS.

c. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

d. HCCS desires to hire EMPLOYEE to assist HCCS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on August 11, 2014 and shall end on June 1, 2015.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Paraeducator – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Paraeducator is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCS.

b. (X) Full-time – 200 Day

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and HCCS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCS and the Board of Directors of HCCS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCS shall evaluate and assess in writing the performance of the EMPLOYEE as specified in HCCS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCS may terminate this AGREEMENT.

e. **Probationary Period:** Highlands Community Charter School and the employee agree to a 1-year probationary period beginning on the first date of hire.

1. As a new employee, you shall be on probation for a period of 1 year commencing on your first day of work. Your conversion to "permanent status" shall be primarily conditioned and dependent upon your satisfactory service and performance of the work assigned to you and is within the exclusive discretion of the Board of Directors and its designees to determine whether or not such service is satisfactorily performed and on your having passed probation.
2. HCCS likewise reserves the rights to terminate your probationary employment even prior to the expiration of your probation period, for any of the just and authorized causes provided by existing law or for having failed to satisfactorily meet and comply with the standards associated with dependability, trustworthiness, efficiency, initiative, attitude towards work/the public/the company, its officers and co-employees, cooperation, student/vendor response, judgment, punctuality, quality/quantity of work, educability, articulateness or professionalism.
3. The employee is required to comply with all the existing rules, regulations and policies of HCCS as well as those which may hereafter be issued, including but not limited to those governing order and discipline, honesty, safety and security, work assignments, and standard operating procedures, use of HCCS properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of business.
4. The employee will be provided with a written evaluation of job performance upon completion of the probationary period.

8. NONRENEWAL OF CONTRACT:

The Board of Directors of HCCS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of HCCS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 9.4.14

Address: 8102 Prairie Hills Ct

Telephone: 916-996-4210 Social Security Number: 618-28-9814

CHARTER SCHOOL APPROVAL:

Dated: 9/4/14

_____
Kirk Williams, Principal

_____
Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between Highlands Community Charter School (HCCS) and **Sergey Ivanyuk**

PURPOSE: The purpose of this M.O.U. is to enable HCCS and **Sergey Ivanyuk** to provide instructional leadership and serve as a support for teachers and paraeducators, in order that they may assist in the building of positive, productive school environments, under the guidance of the Director of Instruction and Professional Learning and the Director of Curriculum and Program Development. Lead teachers are professionals who have demonstrated excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and paraeducators and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school.

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in the **Lead Teacher Job Classification and Description.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for the full period of the **2021-2022 academic year.**

NON-DISCRIMINATION:

As applicable, both **Sergey Ivanyuk** and HCCS agree not to discriminate in the selection, acceptance, or treatment of any student or representative of either party pursuant to this M.O.U. because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or other requirements of this M.O.U.

SCOPE OF SERVICES:

A. HCCS shall **pay a $2500 stipend bi-annually as an additional duty extension to a teacher's basic job description, provided in their original Employment Agreement. This compensation is in addition to the teacher's basic salary as outlined in their Employment Agreement**.

B. The **Lead Teacher, Sergey Ivanyuk,** shall provide the following services to Highlands Community Charter School:

1. Promote high standards and expectations for all students and staff for academic performance and responsibility for behavior. Assist with various academic projects, measurable outcomes, and compliance reporting for the purposes of promoting the overall objectives of the school.
2. Assist in the development and implementation of standards based curriculum by:
    a. Assist in the curriculum norming of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based teaching materials to deliver curriculum both virtually and in the classroom.
    c. Develop and lead curriculum development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular materials.
3. Assist in the development and implementation of staff professional development by:
    a. Assist in the orientation of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based instruction, plans and strategies to deliver instruction both virtually and in the classroom.
    c. Develop and lead professional development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular professional development.
    e. Organize and coordinate opportunities for peer observations.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

FINANCIAL OBLIGATIONS:

Under the terms of this agreement, HCCS agrees to pay Sergey Ivanyuk a $2500 bi-annual stipend, totaling $5000 for the entire academic year, to be paid in December and in July:

ENTIRE AGREEMENT:

This M.O.U. represents the entire and integrated agreement between HCCS and **Sergey Ivanyuk,** and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this M.O.U. This M.O.U. may not be modified, changed, supplemented or terminated, nor may any obligations under this M.O.U. be waived or amended, except by written instrument signed by the duly authorized representatives of HCCS.

SEVERABILITY:

Should any term or provision of this M.O.U. be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this M.O.U. shall be valid and enforced as written to the full extent permitted by law.

CALIFORNIA LAW:

This M.O.U. shall be constructed in accordance with and governed by the laws and decisions of the County of Sacramento and the State of California.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, HCCS and **Sergey Ivanyuk** have executed this M.O.U. as of the date first above written.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Executive Director

Murdock Smith
Printed Name

Executive Director
Title

06/03/21
Date

Lead Teacher

Sergey Ivanyuk
Printed Name

CTE Teacher
Title

6.9.21
Date

Director of Curriculum and Program Development

Niccole Scroggins
Printed Name

Director of Curriculum & Prog. Dev.
Title

06/03/21
Date

Director of Instruction and Professional Learning

Katrina Tupper
Printed Name

Director of Inst. + Pro. Learn.
Title

06/03/21
Date

HIGHLANDS
COMMUNITY CHARTER SCHOOL

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("TRUSD"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and which has been duly approved by TRUSD, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from TRUSD, which granted the charter. TRUSD shall not be liable for any debts and obligations of HCCS and the employee signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

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4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of **CTE Teacher.** The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time at the sole discretion of HCCS.

2. **Work Schedule**

The minimum on-site obligations for the 2019-2020 school year shall be **1 FTE, on a 210 Calendar, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** Additionally, the employee shall work a Summer Session, with an **additional 20 days of service, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** While the Employee shall be available on-site during this time period, the duties of this **exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be **$71,265** on a **210 teacher salary schedule, Column D, Step 11,** to be paid twice monthly, subject to all regular withholdings. During Summer Session, the Employee shall be paid at a daily rate of **$339.36**. Total annual compensation, including Summer Session shall be **$78,052,** subject to all regular withholdings.

The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs

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and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Professional Development**

The Employee shall attend all mandatory professional development meetings and staff meetings unless an emergency situation prevents attendance. Failure to do so may result in disciplinary action up to and including termination.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim

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of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than

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the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

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2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/21/19

HCCS Approval:

Date: 06/21/19

_____
Karen Hall, Human Resources Analyst

This Employment Agreement is subject to ratification and approval by the Governing Board of Highlands Community Charter School

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	CTE Teacher
Work Calendar:	209 Days
Exempt/Non-Exempt Designation:	Exempt or Non-Exempt
Funding Source:	General Fund
Pay Type:	Salary or Hourly
Pay Schedule:	$70,429 - $103,221 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:
Under direction of the Director of Workforce Solutions, or their appointed designee, the CTE Teacher will instruct in one or more core academic or work based subject areas and provide related services to students. Candidates must have a strong desire to work with students to help them achieve their academic, personal, and professional goals. Position requires standards-based lesson plans and curriculum planning with a team; participation in site, and professional development meetings; developing and implementing lessons; keeping accurate records and grades; and, attendance at some after-school meetings/events.

Essential Duties and Responsibilities:

- Compile, administer, and grade examinations, or assign this work to others
- Evaluate and grade students' class work, assignments, and papers
- Maintain timely student attendance records, grades, and other required records
- Initiate, facilitate, and moderate classroom discussions
- Plan, evaluate, and revise curricula, course content, and course materials and methods of instruction
- Prepare course materials such as syllabi, homework assignments, and handouts
- Keep abreast of developments in the career field by reading current literature, talking with colleagues, and participating in professional development and conferences.
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Advise and assist students
- Participate in campus and community events
- Collaborate with colleagues to address teaching and research issues
- Advise students on academic progress
- Serve on academic or administrative committees that deal with institutional policies, departmental matters, and academic issues
- Act as advisers to student organizations
- Participate in and attend regular professional development
- Participate in student recruitment, registration, and placement activities
- Adapt training methods to the needs of learners with diverse cultural backgrounds

and varying intellectual abilities and attitudes

- Develop and use a variety of instructional materials suitable for verbal, visual, and hands-on instruction of all learners
- Establish and maintain standards of student behavior needed to achieve effective participation in all activities
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Maintains professional competence through participation in in-service education activities provided HCCS and/or self-selected professional growth activities
- Perform additional job duties as it relates to student success and the overall objectives of the program as assigned

Education and Training:

- Any combination of education and/or experience working in Adult Education related activities or an education setting is preferred; previous industry experience is desirable.

Experience/Minimum Qualifications:

- High school diploma
- three years of work experience directly related to the industry sector, defined as 1,000 hours
- Possess or qualify for a Career Technical Education (CTE) teaching credential, or Adult Education Elementary and Secondary Basic Skills teaching credential, or a Multiple Subject credential, or any Single Subject credential
- The ability to communicate with a diverse group of people on a daily basis
- Possession of a valid California driver's license

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	Truck Driving Coordinator
Work Calendar:	250 Days
Exempt/Non-Exempt Designation:	Exempt
Pay Type:	Salary
Pay Schedule:	$103,712 - $138,984 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:

The Highlands Community Charter and Technical Schools Truck Driving Coordinator provides instruction, training, and resources to staff and students participating in the Truck Driving Career Technical Education program. Reports directly to the Director of Workforce Solutions.

Essential Duties and Responsibilities:

- Oversight over all Truck Driving Programs in the school at various sites including training of career technical education candidates seeking their Class A licensing
- Plan and develop new Truck Driving programs as needed
- Participate in compliance reviews and the development of standards, goals, and objectives for Truck Driving
- Make recommendations for changes and improvements; implement approved changes and monitor work activities to ensure compliance within established guidelines
- Teaches demonstration lessons with teachers taking over class instruction after the demonstration. Acts as an effective model/leader of the ongoing program.
- Provides training to teachers in up to date compliance and record keeping to meet curriculum goals.
- Maintains current knowledge of certification and instructional practices that relate to truck driving.
- Coordinate major repairs as needed, keep track of maintenance completed
- Lead and participate in student outreach for designated career technical education programs
- Performs additional duties as assigned as it relates to the overall objectives of the position.

Education and Training:

- Hold a valid California teaching credential in industrial arts and three years of classroom teaching experience required
- Experience above the minimum three years may be substituted for education.
- 2 years prior leadership or supervisory experience is preferred.

Experience/Minimum Qualifications:

- Ability to communicate with and lead a diverse community
- Ability to coordinate curriculum in accordance with school-wide articulation that engages teachers, administrators, and partners to articulate students to post-secondary and workforce opportunities
- The position requires knowledge of planning, organization, and coordination of articulated curriculum and programs or related experience
- Possession of a valid California Class A driver's license Require
- Bilingual Preferred

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

Board of Trustees

Basim Elkarra
President

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Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 3, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Complaint/Request for Information - CTE Truck Driving Program
TRUSD Additional Requests for Information re HCCTS' 12/20/24 Response

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCTS allows non-students to participate in the CTE Truck Driving certification courses. In our Notice of Complaint/Request for Information dated October 3, 2024, the District requested a response to multiple items by no later than 5:00 p.m. on November 1, 2024. HCCTS responded on November 1, 2024 at 3:34 p.m.

On December 2, 2024, the District sent a follow-up response to HCCTS' November 1 letter and received a further response from HCCTS with correspondence dated December 20, 2024. Outlined below are additional requests for information based on our review of HCCTS' December 20 response.

1. **CTE Truck Driving for Non-Students**

Information Request – Action Needed

- Provide a copy of Mr. Ivaniuk's work calendar with schedule of hours for the 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 school years.

- Provide documentation outlining the CTE Truck Driving class schedules (dates/times) for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years.

- While the District acknowledges HCCTS' statement that poor record keeping prevents an accurate count of non-student participation, the District requires more details regarding Mr. Ivaniuk's instruction and assessment of non-students. Please provide a more detailed response that includes the following:

    - A summary of the instances where non-students "stopped by throughout the week" for tests. As part of this summary, include information about whether non-students ever scheduled the visits in advance, how they knew when Mr. Ivaniuk would be available, whether HCCTS students were ever present during these visits, and whether the visits ever took place within Mr. Ivaniuk's HCCTS work hours.

    - Outline the support Mr. Ivaniuk provided to non-students to assist them in acquiring their license (i.e., 15 hours of "behind-the-wheel" training, study materials for road and/or written tests, instruction to prepare for the road and written tests, etc.)

    - Outline the process Mr. Ivaniuk followed when administering tests and include the approximate duration for these assessments. This outline should include information about assessments for pre-trip, general knowledge, drive/road, brake, and skills tests as described in the comments section of the student lesson documents provided by HCCTS.

2. **Data Discrepancy Between Students and Non-Students**

Information Request - Action Needed:

- HCCTS reported that the November 1 response inaccurately stated a total of 49 non-students had been served over the past 10 years. However, HCCTS acknowledges that it is unable to provide the total number of non-students served due to poor record keeping. HCCTS stated that corrective measures to improve record keeping have been put in place and that non-students will no longer be served in the CTE Truck Driving program. Please confirm that HCCTS has suspended the practice of serving non-students in all programs and courses effective January 6, 2025.

- HCCTS was able to recognize the 12 students listed on the additional documentation provided by the District in our December 2 letter, and confirmed that 10 were non-students.

3. **Partnerships**

Information Request - Action Needed:

- In the December 20 response, HCCTS states that the term "scholarship" referred to former students who graduated and returned to finish the Truck Driving Program. Please provide a more detailed explanation of this "scholarship" term and outline how the costs for the instruction, training, assessments, and materials for these former students were covered.

- HCCTS' November 1 response stated that the agreement from the Local 185 was to provide "in-kind improvements through facility repairs". The December 20 response states that HCCTS did not receive any improvements for the 2023-24 school year from the Local 185. Please provide documentation regarding the improvements and/or repairs that HCCTS received as part of the agreement with Local 185 for "free training" for the years such improvements/repairs were provided.

- HCCTS stated that there have been "no fiscal exchanges from Local 185, VOA, or the sheriff's office", but neglected to mention the fiscal exchange between HCCTS and the Sacramento Police Department. Please provide a response clarifying whether there have been any fiscal exchanges between HCCTS and the Sacramento Police Department, including all records/documentation for any such fiscal exchanges.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Request Notice of Complaint/Request for Information dated October 3, 2024
HCCTS Response dated November 1, 2024
District Reply/Request for Information dated December 2, 2024
HCCTS Response dated December 20, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 20, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Ms. Carreon,

On December 2, 2024, HCCTS received a follow-up response from TRUSD regarding the CTE Truck Driving program. We have prepared the following letter in response.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Volunteer Teacher
Since 2014, there has been only one truck driving teacher at the HCCTS truck driving program, Sergey Ivaniuk who confirmed that he volunteered his time to provide instruction to the non-students.

Non-Student Instructional Days
According to the information provided by Sergey Ivaniuk, Truck Driving Coordinator, in the meeting held on October 18, 2024, with the Director of Accountability and Assessment, Melissa Roberson, the direct instruction and classes for non-students were only held on the first and third Saturday of the month seasonally since 2014. Upon further investigation during the December 4, 2024 meeting between the Director of Accountability and Assessment, Melissa Roberson, Sergey Ivanyuk revealed that while the direct instruction was held on the weekends, students stopped by during the week to take tests. He also stated that he could not turn the students away. According to Sergey, there is no additional documentation regarding the non-student participation in the Truck Driving program.

Non-Student Data Discrepancy
HCCTS informed TRUSD that 49 non-students had utilized the truck driving program since 2014 because that was the information provided by Sergey Ivanyuk on October 18, 2024. As identified by TRUSD, 49 was an error since one student's name occurred on the list twice, so HCCTS should have reported 48.

Following the most recent request from TRUSD which contained an additional list of students and non-students, Sergey revealed that due to poor record keeping, he was unable to verify the total number of non-student participants who had utilized the truck driving program. He did however confirm that of the 12 names on the “Unofficial Class A Awards” document sent by TRUSD to HCCTS, 10 of them were non-students, one was a student at CICA, and one was a student at Highlands. Please see below.

Name	**Program Type**	**Status at the Time of Participation**
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Highlands Student	Student

[redacted]	Scholarship	HCCS Alumni/ Graduate
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	CICA Student	Student

As stated above, there is no additional documentation available. As a result of identifying this gap, HCCTS has taken corrective measures to improve record keeping.

Partnerships

	Agreement	**Documentation**	**Notes**
Volunteers of America (VOA)	Verbal	None	Ward Allen reached a verbal agreement, where VOA promised rent and facilities in exchange for the truck driving training of individuals from VOA who didn't have a high school diploma. As a result, our program moved to 10620 Shirra Avenue, Sacramento, CA 95655. However, a few months later, VOA demanded $110,000 for the space. We had no intention of making any payments, and since they also stopped sending us students, we decided to move.
Local 185	Verbal	Non-Executed Draft	An explanation was provided in the previous letter.
Sacramento Police Department	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

Sheriff's Office	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

HCCTS had no fiscal exchanges from Labor 185, VOA, or the sheriff's office. As of today, there have not been improvements for the 23-24 school year from Labor #185, and starting January 6, 202,5 HCCTS will no longer serve non-students in the CTE Truck Driving Program.

Scholarship

All the individuals that fall under this category are former students who graduated from Highlands and returned to finish the Truck Driving Program.

The information above was provided by Sergey Ivaniuk, the Truck Driving Program Coordinator, and the Truck Driving program.

Board of Trustees

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To inspire each student to extraordinary achievement every day

December 2, 2024

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCTS allows non-students to participate in the CTE Truck Driving certification courses. In its Notice of Complaint/Request for Information dated October 3, 2024, the District requested a response to multiple items by no later than 5:00 p.m. on November 1, 2024. HCCTS responded on November 1, 2024 at 3:34 p.m.

Outlined below is a summary of the District's findings and additional actions required based on our review of HCCTS' response.

1. CTE Truck Driving for Non-Students

TRUSD Findings

- HCCTS stated "The teacher of the truck driving program volunteered to teach them on the first and third Saturdays of the month seasonally each year." However, in the RFI CTE Truck Driving Program forms provided by HCCTS the District found only three "Lessons" that occurred on a Saturday and of those three, only one fell on the first or third Saturday.

While these forms may include notes for dates in which students did not attend class, many of the notes do indicate in-person training, specifically as seen in the comments and rating columns.

Information Request – Action Needed

- Confirm that the teacher who volunteered back in 2014 has remained with the program through 2023-24 and/or confirm that all teachers of the CTE Truck driving program that provided instruction to non-students also volunteered their time.

- Explain the discrepancies between HCCTS' assertion that trainings were conducted on the 1st and 3rd Saturday and the documentation which shows trainings mainly taking place Monday – Friday.

2. Data Discrepancy Between Students and Non-Students

TRUSD Findings

- HCCTS stated that 49 non-students in the last 10 years have utilized the truck driving facilities. However, in the 49-page response, HCCTS provided proof of 48 students, with one student listed on two pages (Celest McPeak).

- The District had been made aware of 12 additional students who participated in the CTE Truck Driving course during the 2023-24 school year, which were not included in HCCTS' response.

Information Request – Action Needed

- Please provide documentation for the additional 49th student that was missing in the November 1 response and confirm whether each of the individuals listed in the table below were students or non-students. Include in your response documentation for teacher instruction/in-person training days for the students listed below.

Unofficial Class A Awards				
SID#	**Name**	**School**	**Start Date**	**Grad Date**
	[redacted]	Law Enforcement	8/8/22	6/12/23
		Law Enforcement		7/28/23
		HCCS		8/16/23
		Scholarship	7/3/14	8/18/23
		Law Enforcement		1/17/24
		Law Enforcement		1/18/24
		Law Enforcement		1/19/24
		Local 185		1/24/24
		Local 185		2/29/24
		Local 186		3/28/24
		Law Enforcement		4/25/24
		CICA		6/25/24

2. Partnerships

TRUSD Findings

- The District noted multiple categories for each non-student including "labor union", "VOA", and "Scholarship". In the November 1 response, HCCTS provided an explanation for the Local #185.

- HCCTS stated that Board Member Doyle Radford tapped the Local #185 union in early days (2014), but this union is referenced as recently as 2021.

Information Request - Action Needed

- Please provide an explanation for the labor unions identified other than Local #185. Include any documentation which reflects agreements and/or partnerships.

- Describe what each designation means, specifically what is "VOA" and what is meant by "scholarship". Include in your response, records/documentation of all moneys collected for the CTE Truck Driving program for non-student participation.

- Since Mr. Radford is no longer on the Board, please clarify your current connection to the Local #185 and outline the agreement regarding free training in return for in-kind improvements/facility repairs for the 2023-24 school year. Include in your response documentation for the improvements and/or repairs that HCCTS received during the 2023-24 school year.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 1, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program

Dear Ms. Carreon,

On October 3, 2024, HCCTS received a notice of complaint and request for information regarding the CTE Truck Driving Program. We have prepared the following response to the complaint.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Truck Driving Overview
At HCCTS 100% of current students are enrolled in PowerSchool and participate in both a high school diploma program and in truck driving. Their progress is tracked through credits earned which is also documented in PowerSchool.

CTE Truck Driving Program
Below is a table that shows the number of students who completed the truck driving program per year for the last three school years at HCCS and CICA.

	HCCS	**CICA**
2021-2022	80	33
2022-2023	133	40
2023-2024	96	31

Truck Driving and Certificates
The goal of every HCCTS student enrolled in the truck driving program is to obtain a Class A driver's license issued by the California DMV. The class A is the primary metric used to determine student success.

As a secondary measurement, HCCTS began issuing HCCTS Truck Driving Certificates for all students who completed the truck driving program. The truck driving program started in 2014, however providing HCCTS branded truck driving certificates began at the end of the 2023-2024 school year and therefore the number of certificates issued to students does not reflect the number of graduates.

Students & Non-Students
In the last 10 years, 49 non-students have utilized the truck driving facilities.

Non-Student Participants
In 2014 when Highlands had just started, the truck driving program was new and was facing significant financial hardship. A board member at the time, Doyle Radford had a contact with a Labor Union, Local 185. He observed that members of the labor union were not working in the winter months when the weather was bad and requested that these workers utilize the truck driving facilities on weekends. The teacher of the truck driving program volunteered to teach them on the first and third Saturdays of the month seasonally each year. In exchange for this, members of the Local 185 provided in-kind improvements through facility repairs. The Sacramento Police and Sacramento County Sheriff's Office have also utilized the truck driving facilities on weekends over the last 10 years. In total, 49 non-students have used the facilities during

non-school hours since 2014. In the 2024-2025 school year no non-students have been served.

Attachments
Attached you will find PowerSchool rosters of all individuals enrolled in the program for 21-22, 22-23, and 23-24, a comprehensive list of all non-student participants.

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	28-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	28-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	28-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	28-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	28-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	15-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	15-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	15-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	15-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	15-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	31-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	31-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	26-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	31-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	31-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	19-Nov-21	12-Mar-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	12-Mar-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	12-Mar-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	12-Mar-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	12-Mar-22	HCCS	21-22
		Basic Control Skills	24-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	24-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	24-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	10-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	10-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	10-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	10-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	10-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	24-Feb-22	4-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-Feb-22	4-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Feb-22	4-Jun-22	HCCS	21-22
		Truck Driving Attendance	24-Feb-22	4-Jun-22	HCCS	21-22
		Vehicle Inspection	24-Feb-22	4-Jun-22	HCCS	21-22
		Basic Control Skills	14-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	14-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	14-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	14-Dec-21	2-Jul-22	HCCS	21-22
		Vehicle Inspection	14-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	29-Nov-21	21-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	29-Nov-21	21-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	29-Nov-21	21-Jun-22	HCCS	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	29-Nov-21	21-Jun-22	HCCS	21-22
		Vehicle Inspection	29-Nov-21	21-Jun-22	HCCS	21-22
		Basic Control Skills	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	27-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	27-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	27-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	18-Oct-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	18-Oct-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	18-Oct-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	18-Oct-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	18-Oct-21	HCCS	21-22
		Basic Control Skills	27-Jan-22	25-Mar-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	25-Mar-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	25-Mar-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	25-Mar-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	25-Mar-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	28-Oct-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	28-Oct-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	28-Oct-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	20-Jul-21	HCCS	21-22
		Basic Control Skills	24-Sep-21	30-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	20-Jul-21	HCCS	21-22
		Basic Road Skills/Class A Award	24-Sep-21	30-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Sep-21	30-Jun-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	20-Jul-21	HCCS	21-22
		Truck Driving Attendance	23-Sep-21	30-Jun-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	20-Jul-21	HCCS	21-22
		Vehicle Inspection	24-Sep-21	30-Jun-22	HCCS	21-22
		Basic Control Skills	7-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	21-Jul-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	21-Jul-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	21-Jul-21	HCCS	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	12-Jul-21	21-Jul-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	21-Jul-21	HCCS	21-22
		Basic Control Skills	15-Nov-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Nov-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Nov-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	15-Nov-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	16-Nov-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	24-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	24-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	24-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	16-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	16-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	31-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	31-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	31-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	31-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	31-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	17-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	20-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	20-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	20-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	20-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	20-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	10-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	10-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	10-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	10-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	10-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	1-Jun-22	2-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	1-Jun-22	2-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	1-Jun-22	2-Jun-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	1-Jun-22	2-Jun-22	HCCS	21-22
		Vehicle Inspection	1-Jun-22	2-Jun-22	HCCS	21-22
		Basic Control Skills	25-Apr-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	25-Apr-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	25-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	25-Apr-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	25-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	30-Nov-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	30-Nov-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	30-Nov-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	30-Nov-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	30-Nov-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	12-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	12-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	12-Sep-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	12-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	12-Sep-21	HCCS	21-22
		Basic Control Skills	13-Sep-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	13-Sep-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Sep-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	13-Sep-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	13-Sep-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	12-Mar-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	12-Mar-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	12-Mar-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	12-Mar-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	12-Mar-22	HCCS	21-22
		Basic Control Skills	28-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	28-Mar-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	1-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	1-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	1-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	1-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	1-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	9-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	9-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	9-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	9-Dec-21	2-Jul-22	HCCS	21-22
		Vehicle Inspection	9-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	1-Jul-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	1-Jul-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	1-Jul-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	1-Jul-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	1-Jul-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	5-Apr-22	9-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	8-Jun-22	2-Jul-22	HCCS	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	8-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	8-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	25-Oct-21	20-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	25-Oct-21	20-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	25-Oct-21	20-Apr-22	HCCS	21-22
		Truck Driving Attendance	25-Oct-21	20-Apr-22	HCCS	21-22
		Vehicle Inspection	25-Oct-21	20-Apr-22	HCCS	21-22
		Basic Control Skills	16-Nov-21	19-May-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Nov-21	19-May-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Nov-21	19-May-22	HCCS	21-22
		Truck Driving Attendance	16-Nov-21	19-May-22	HCCS	21-22
		Vehicle Inspection	16-Nov-21	19-May-22	HCCS	21-22
		Basic Control Skills	22-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	22-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	22-Mar-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	22-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	23-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	18-Nov-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	6-May-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	6-May-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	6-May-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	6-May-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	6-May-22	HCCS	21-22
		Basic Control Skills	11-Aug-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	11-Aug-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	11-Aug-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	11-Aug-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	11-Aug-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	16-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	16-Dec-21	2-Jul-22	HCCS	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	16-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Apr-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Apr-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Apr-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	5-Apr-22	9-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	3-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	8-Nov-21	16-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	8-Nov-21	16-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Nov-21	16-Apr-22	HCCS	21-22
		Truck Driving Attendance	8-Nov-21	16-Apr-22	HCCS	21-22
		Vehicle Inspection	8-Nov-21	16-Apr-22	HCCS	21-22
		Basic Control Skills	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Dec-21	8-Feb-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Dec-21	8-Feb-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Dec-21	8-Feb-22	HCCS	21-22
		Truck Driving Attendance	16-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	17-Dec-21	8-Feb-22	HCCS	21-22
		Vehicle Inspection	17-Dec-21	8-Feb-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	17-Dec-21	2-Jul-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	17-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Jan-22	14-Jan-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Jan-22	14-Jan-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Jan-22	14-Jan-22	HCCS	21-22
		Truck Driving Attendance	7-Jan-22	14-Jan-22	HCCS	21-22
		Vehicle Inspection	7-Jan-22	14-Jan-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	7-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	14-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	5-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	14-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	5-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	14-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	14-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	5-Jun-22	HCCS	21-22
		Vehicle Inspection	14-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	23-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	23-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	23-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	23-Apr-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	23-Apr-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	23-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jul-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	19-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	19-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	31-Aug-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	31-Aug-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	25-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	3-Sep-21	13-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	3-Sep-21	13-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Sep-21	13-Sep-21	HCCS	21-22
		Truck Driving Attendance	3-Sep-21	13-Sep-21	HCCS	21-22
		Vehicle Inspection	3-Sep-21	13-Sep-21	HCCS	21-22
		Basic Control Skills	19-Nov-21	5-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	5-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	5-Jun-22	HCCS	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	19-Nov-21	5-Jun-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	6-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Mar-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Mar-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Mar-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	28-Oct-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	28-Oct-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	28-Oct-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	26-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	26-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	26-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	26-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	26-Jan-22	2-Jul-22	HCCS	21-22

STUDENT #	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
	Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Control Skills	1-Nov-22	28-Jan-23	HCCS	22-23
	Basic Road Skills/Class A Award	1-Nov-22	28-Jan-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	1-Nov-22	28-Jan-23	HCCS	22-23
	Truck Driving Attendance	1-Nov-22	28-Jan-23	HCCS	22-23
	Vehicle Inspection	1-Nov-22	28-Jan-23	HCCS	22-23
	Basic Control Skills	15-Sep-22	2-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	19-Sep-22	2-Jul-23	HCCS	22-23
	Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
	Basic Control Skills	11-Jul-22	20-Aug-22	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	20-Aug-22	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	20-Aug-22	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	20-Aug-22	HCCS	22-23
	Vehicle Inspection	11-Jul-22	20-Aug-22	HCCS	22-23
	Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
	Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Control Skills	21-Feb-23	16-Mar-23	HCCS	22-23
	Truck Driving Attendance	21-Feb-23	17-Mar-23	HCCS	22-23
	Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
	Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	25-Oct-22	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	25-Oct-22	2-Jul-23	HCCS	22-23
	Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
	Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23

LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
	Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
	Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
	Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Control Skills	6-Sep-22	2-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	6-Sep-22	2-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	6-Sep-22	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	6-Sep-22	2-Jul-23	HCCS	22-23
	Vehicle Inspection	6-Sep-22	2-Jul-23	HCCS	22-23
	Basic Control Skills	22-Jul-22	7-Sep-22	HCCS	22-23
	Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
	Basic Road Skills/Class A Award	22-Jul-22	7-Sep-22	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
	Fundamentals of Truck Driving Plus	22-Jul-22	7-Sep-22	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
	Truck Driving Attendance	22-Jul-22	7-Sep-22	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
	Vehicle Inspection	22-Jul-22	7-Sep-22	HCCS	22-23
	Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
	Basic Control Skills	16-Dec-22	28-Jan-23	HCCS	22-23
	Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
	Basic Control Skills	7-Mar-23	2-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	16-Dec-22	28-Jan-23	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
	Basic Road Skills/Class A Award	7-Mar-23	2-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
	Fundamentals of Truck Driving Plus	7-Mar-23	2-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	16-Dec-22	28-Jan-23	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
	Truck Driving Attendance	16-Dec-22	28-Jan-23	HCCS	22-23
	Truck Driving Attendance	7-Mar-23	2-Jul-23	HCCS	22-23
	Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
	Vehicle Inspection	7-Mar-23	2-Jul-23	HCCS	22-23
	Vehicle Inspection	16-Dec-22	28-Jan-23	HCCS	22-23
	Basic Control Skills	22-Sep-22	2-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	22-Sep-22	2-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	22-Sep-22	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	23-Sep-22	2-Jul-23	HCCS	22-23
	Vehicle Inspection	22-Sep-22	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	16-Jun-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	12-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	12-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	12-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	5-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	5-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	30-Sep-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	30-Sep-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	30-Sep-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	30-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	30-Sep-22	HCCS	22-23
		Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	17-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	4-Nov-22	16-Dec-22	HCCS	22-23
		Truck Driving Attendance	7-Nov-22	23-Dec-22	HCCS	22-23
		Basic Control Skills	23-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	23-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	23-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	15-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Jun-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	6-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Jun-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	29-Aug-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Aug-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Aug-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Aug-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Aug-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	19-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	19-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	19-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	20-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	19-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	2-May-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	2-May-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	2-May-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	2-May-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	2-May-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		asic Control Skills	11-Jul-22	20-Oct-22	HCCS	22-23
		asic Road Skills/Class A Award	11-Jul-22	20-Oct-22	HCCS	22-23
		undamentals of Truck Driving Plus	11-Jul-22	20-Oct-22	HCCS	22-23
		ruck Driving Attendance	11-Jul-22	21-Oct-22	HCCS	22-23
		ehicle Inspection	11-Jul-22	20-Oct-22	HCCS	22-23
		asic Control Skills	9-Mar-23	2-Jul-23	HCCS	22-23
		ruck Driving Attendance	9-Mar-23	2-Jul-23	HCCS	22-23
		ehicle Inspection	9-Mar-23	2-Jul-23	HCCS	22-23
		asic Control Skills	11-Jul-22	4-Mar-23	HCCS	22-23
		asic Road Skills/Class A Award	11-Jul-22	4-Mar-23	HCCS	22-23
		undamentals of Truck Driving Plus	11-Jul-22	4-Mar-23	HCCS	22-23
		ruck Driving Attendance	11-Jul-22	4-Mar-23	HCCS	22-23
		ehicle Inspection	11-Jul-22	4-Mar-23	HCCS	22-23
		asic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		asic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		undamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		ruck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		ehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		asic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		asic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		undamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		ruck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		ehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		asic Control Skills	20-Mar-23	2-Jul-23	HCCS	22-23
		asic Road Skills/Class A Award	20-Mar-23	2-Jul-23	HCCS	22-23
		undamentals of Truck Driving Plus	20-Mar-23	2-Jul-23	HCCS	22-23
		ruck Driving Attendance	20-Mar-23	2-Jul-23	HCCS	22-23
		ehicle Inspection	16-Mar-23	2-Jul-23	HCCS	22-23
		asic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		asic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		undamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		ruck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		ehicle Inspection	30-Sep-22	13-Nov-22	HCCS	22-23
		asic Control Skills	24-Oct-22	28-Jan-23	HCCS	22-23
		asic Road Skills/Class A Award	24-Oct-22	28-Jan-23	HCCS	22-23
		undamentals of Truck Driving Plus	24-Oct-22	28-Jan-23	HCCS	22-23
		ruck Driving Attendance	24-Oct-22	28-Jan-23	HCCS	22-23
		ehicle Inspection	24-Oct-22	28-Jan-23	HCCS	22-23
		asic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		asic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		undamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		ruck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		ehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	19-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	8-Nov-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	8-Nov-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	8-Nov-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	8-Nov-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	8-Nov-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jan-23	HCCS	22-23
		Basic Control Skills	10-Oct-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	10-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	10-Oct-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	10-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	15-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	11-Jul-22	15-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Control Skills	1-Dec-22	10-Apr-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Jan-23	10-Apr-23	HCCS	22-23
		Truck Driving Attendance	1-Dec-22	10-Apr-23	HCCS	22-23
		Basic Control Skills	14-Nov-22	23-May-23	HCCS	22-23
		Basic Road Skills/Class A Award	14-Nov-22	23-May-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	14-Nov-22	23-May-23	HCCS	22-23
		Truck Driving Attendance	14-Nov-22	6-Jun-23	HCCS	22-23
		Vehicle Inspection	14-Nov-22	23-May-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	23-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	10-Oct-22	5-Dec-22	HCCS	22-23
		Basic Road Skills/Class A Award	10-Oct-22	5-Dec-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Oct-22	5-Dec-22	HCCS	22-23
		Truck Driving Attendance	10-Oct-22	5-Dec-22	HCCS	22-23
		Vehicle Inspection	10-Oct-22	5-Dec-22	HCCS	22-23
		Basic Control Skills	25-Oct-22	24-Dec-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Oct-22	24-Dec-22	HCCS	22-23
		Truck Driving Attendance	25-Oct-22	24-Dec-22	HCCS	22-23
		Truck Driving Attendance	31-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	25-Oct-22	24-Dec-22	HCCS	22-23
		Basic Control Skills	29-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	10-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	28-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	28-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	28-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	28-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	25-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	25-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	25-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	25-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Control Skills	26-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	26-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Jan-23	30-Jun-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Fundamentals of Truck Driving Plus	9-Dec-22	20-Jan-23	HCCS	22-23
		Truck Driving Attendance	27-Jan-23	30-Jun-23	HCCS	22-23
		Truck Driving Attendance	9-Dec-22	20-Jan-23	HCCS	22-23
		Vehicle Inspection	27-Jan-23	30-Jun-23	HCCS	22-23
		Basic Control Skills	1-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	1-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	1-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	1-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	1-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	23-Jan-23	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	23-Jan-23	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	23-Jan-23	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	23-Jan-23	28-Jan-23	HCCS	22-23
		Vehicle Inspection	23-Jan-23	28-Jan-23	HCCS	22-23
		Basic Control Skills	29-Sep-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	3-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Sep-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	3-Feb-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Sep-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	3-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	3-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Sep-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	3-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Sep-22	9-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	9-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	9-Nov-22	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	10-Nov-22	HCCS	22-23
		Vehicle Inspection	19-Sep-22	9-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	26-Sep-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	26-Sep-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	26-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	18-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	11-Jul-22	18-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	18-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	18-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	18-Jul-22	HCCS	22-23
		Basic Control Skills	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	18-Aug-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	18-Aug-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Aug-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Truck Driving Attendance	18-Aug-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	18-Aug-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	22-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	22-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Nov-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	7-Nov-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Control Skills	3-Apr-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	3-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Jan-23	27-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	3-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	31-Jan-23	27-Mar-23	HCCS	22-23
		Truck Driving Attendance	3-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	3-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Control Skills	17-Aug-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Aug-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	15-Aug-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	17-Aug-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	6-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	6-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	6-Oct-22	HCCS	22-23
		Truck Driving Attendance	16-Aug-22	6-Oct-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Vehicle Inspection	30-Sep-22	6-Oct-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	28-Sep-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	28-Sep-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	28-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	28-Sep-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	28-Sep-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	1-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	1-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	1-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Oct-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	1-Oct-22	HCCS	22-23
		Basic Control Skills	25-Oct-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	25-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	25-Oct-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	25-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Feb-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	21-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	21-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	28-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	28-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	28-Feb-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	1-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	1-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	16-Aug-22	12-Apr-23	HCCS	22-23
		Basic Control Skills	12-Apr-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	12-Apr-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	16-Aug-22	12-Apr-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	12-Apr-23	HCCS	22-23
		Truck Driving Attendance	12-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Aug-22	12-Apr-23	HCCS	22-23
		Vehicle Inspection	12-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	20-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	20-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	17-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	13-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	13-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	22-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	30-Sep-22	24-Dec-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	24-Dec-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	24-Dec-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	24-Dec-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	24-Dec-22	HCCS	22-23
		Basic Control Skills	19-Sep-22	25-Feb-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	25-Feb-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	25-Feb-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Truck Driving Attendance	19-Sep-22	25-Feb-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	25-Feb-23	HCCS	22-23
		Basic Control Skills	12-Sep-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Sep-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	12-Sep-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	12-Sep-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	31-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	15-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	15-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	13-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	13-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	13-Jan-23	HCCS	22-23
		Truck Driving Attendance	19-Sep-22	14-Jan-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	13-Jan-23	HCCS	22-23
		Basic Control Skills	26-Sep-22	17-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	17-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	17-Jan-23	HCCS	22-23
		Truck Driving Attendance	26-Sep-22	17-Jan-23	HCCS	22-23
		Vehicle Inspection	26-Sep-22	17-Jan-23	HCCS	22-23
		Basic Control Skills	18-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	14-Mar-23	16-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	14-Mar-23	16-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	14-Mar-23	16-Mar-23	HCCS	22-23
		Truck Driving Attendance	18-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	14-Mar-23	17-Mar-23	HCCS	22-23
		Vehicle Inspection	18-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	14-Mar-23	16-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	9-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	26-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	18-Oct-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	10-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	10-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	4-Mar-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Fundamentals of Truck Driving Plus	10-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Oct-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	10-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	10-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	7-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	7-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	31-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-May-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	31-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	16-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	16-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	16-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	24-Oct-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	30-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	9-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	10-Jul-23	13-Nov-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Nov-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Nov-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Nov-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Nov-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	14-Jun-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	14-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	24-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
		Basic Control Skills	30-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	30-Apr-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	30-Apr-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	30-Apr-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	30-Apr-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	29-Aug-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	16-Oct-23	29-Nov-23	HCCS	23-24
		Basic Road Skills/Class A Award	29-Aug-23	1-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	16-Oct-23	29-Nov-23	HCCS	23-24
		Fundamentals of Truck Driving P	29-Aug-23	1-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	16-Oct-23	29-Nov-23	HCCS	23-24
		Vehicle Inspection	16-Oct-23	29-Nov-23	HCCS	23-24
		Vehicle Inspection	29-Aug-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	19-Jan-24	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	19-Jan-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	19-Jan-24	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
		Vehicle Inspection	19-Jan-24	13-Feb-24	HCCS	23-24
		Basic Control Skills	10-Oct-23	26-Dec-23	HCCS	23-24
		Basic Control Skills	27-Dec-23	13-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Oct-23	26-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	24-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Oct-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	13-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Oct-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	27-Dec-23	24-Jun-24	HCCS	23-24
		Vehicle Inspection	10-Oct-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	13-Mar-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	24-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	24-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	24-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	24-Oct-23	HCCS	23-24
		Basic Control Skills	17-Jul-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	12-Jan-24	28-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	17-Jul-23	15-Oct-23	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	12-Jan-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	17-Jul-23	15-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jan-24	28-Jun-24	HCCS	23-24
		Truck Driving Attendance	17-Jul-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	12-Jan-24	28-Jun-24	HCCS	23-24
		Vehicle Inspection	17-Jul-23	15-Oct-23	HCCS	23-24
		Vehicle Inspection	12-Jan-24	28-Jun-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	20-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	20-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	13-Jun-24	20-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	20-Jun-24	HCCS	23-24
		Vehicle Inspection	13-Jun-24	20-Jun-24	HCCS	23-24
		Basic Control Skills	11-Jun-24	24-Jun-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	11-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Jun-24	24-Jun-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	11-Jun-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	11-Jun-24	HCCS	23-24
		Basic Control Skills	11-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	11-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	11-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	11-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	11-Jun-24	HCCS	23-24
		Truck Driving Attendance	11-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	11-Jun-24	HCCS	23-24
		Vehicle Inspection	11-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	13-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Mar-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Mar-24	HCCS	23-24
		Basic Control Skills	12-Jul-23	22-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	12-Jul-23	22-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jul-23	22-May-24	HCCS	23-24
		Truck Driving Attendance	12-Jul-23	23-May-24	HCCS	23-24
		Vehicle Inspection	12-Jul-23	22-May-24	HCCS	23-24
		Basic Control Skills	3-Oct-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	3-Oct-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	3-Oct-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	3-Oct-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	5-Sep-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	5-Sep-23	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving P	10-Jul-23	5-Sep-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	5-Sep-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	5-Sep-23	HCCS	23-24
		Basic Control Skills	28-May-24	29-May-24	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-May-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-May-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	28-May-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-May-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	14-Sep-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Sep-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	14-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	14-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	30-Oct-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-Aug-23	12-Sep-23	HCCS	23-24
		Truck Driving Attendance	29-Aug-23	12-Sep-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Control Skills	6-Sep-23	31-Oct-23	HCCS	23-24
		Truck Driving Attendance	6-Sep-23	31-Oct-23	HCCS	23-24
		Basic Control Skills	30-Oct-23	6-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	30-Oct-23	6-May-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	6-May-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Control Skills	28-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	28-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	4-Dec-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	17-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	4-Dec-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	17-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	4-Dec-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	17-Jun-24	HCCS	23-24
		Truck Driving Attendance	4-Dec-23	14-Jun-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	17-Jun-24	HCCS	23-24
		Vehicle Inspection	4-Dec-23	14-Jun-24	HCCS	23-24

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[redacted]		Vehicle Inspection	14-Jun-24	17-Jun-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	15-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	15-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	6-Nov-23	27-Dec-23	HCCS	23-24
		Basic Control Skills	14-Aug-23	17-Oct-23	HCCS	23-24
		Basic Control Skills	27-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	6-Nov-23	27-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Aug-23	17-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	17-Oct-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	27-Dec-23	HCCS	23-24
		Truck Driving Attendance	14-Aug-23	17-Oct-23	HCCS	23-24
		Truck Driving Attendance	27-Dec-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	6-Nov-23	27-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	14-Aug-23	17-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	8-Sep-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	8-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	8-Sep-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	8-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	8-Sep-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	2-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	2-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	2-Mar-24	HCCS	23-24
		Vehicle Inspection	2-Aug-23	2-Mar-24	HCCS	23-24
		Basic Control Skills	27-Dec-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	26-Sep-23	26-Dec-23	HCCS	23-24
		Basic Control Skills	2-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	18-Sep-23	26-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	2-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Sep-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	26-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	23-Feb-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	27-Dec-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	26-Sep-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	26-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Sep-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	2-Apr-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	27-Dec-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	13-Sep-23	20-Sep-23	HCCS	23-24
		Basic Road Skills/Class A Award	13-Sep-23	20-Sep-23	HCCS	23-24
		Fundamentals of Truck Driving P	7-Aug-23	20-Sep-23	HCCS	23-24
		Truck Driving Attendance	7-Aug-23	20-Sep-23	HCCS	23-24
		Vehicle Inspection	13-Sep-23	20-Sep-23	HCCS	23-24
		Basic Control Skills	2-Aug-23	7-Nov-23	HCCS	23-24
		Truck Driving Attendance	2-Aug-23	7-Nov-23	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Sep-23	2-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	11-Sep-23	2-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Basic Control Skills	15-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	15-Dec-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	24-Jul-23	15-Dec-23	HCCS	23-24
		Truck Driving Attendance	24-Jul-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	15-Dec-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	20-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	20-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	20-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	20-Dec-23	HCCS	23-24
		Basic Control Skills	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	26-Dec-23	25-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	26-Dec-23	25-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	20-Sep-23	17-Jun-24	HCCS	23-24
		Truck Driving Attendance	20-Sep-23	17-Jun-24	HCCS	23-24
		Basic Control Skills	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	23-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Dec-23	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	10-Jul-23	15-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	15-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	15-Dec-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	15-Dec-23	HCCS	23-24
		Basic Control Skills	16-Jan-24	14-Feb-24	HCCS	23-24
		Truck Driving Attendance	16-Jan-24	14-Feb-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	29-May-24	HCCS	23-24
		Basic Control Skills	13-Mar-24	27-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	13-Mar-24	27-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	13-Mar-24	27-Mar-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	13-Mar-24	27-Mar-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	29-May-24	HCCS	23-24
		Vehicle Inspection	13-Mar-24	27-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	7-Nov-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	7-Nov-23	HCCS	23-24
		Basic Control Skills	6-Nov-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	6-Nov-23	31-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	6-Nov-23	23-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	6-Nov-23	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	31-Mar-24	HCCS	23-24
		Vehicle Inspection	6-Nov-23	23-Feb-24	HCCS	23-24
		Vehicle Inspection	6-Nov-23	31-Mar-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	31-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	31-Mar-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	22-Aug-23	1-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	22-Aug-23	1-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	22-Aug-23	1-Oct-23	HCCS	23-24
		Truck Driving Attendance	22-Aug-23	1-Oct-23	HCCS	23-24
		Vehicle Inspection	22-Aug-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	12-Jan-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	12-Jan-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	12-Jan-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Control Skills	28-Aug-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-Aug-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-Aug-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	28-Aug-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-Aug-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-Aug-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	28-Aug-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	27-Jul-23	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	27-Jul-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	27-Jul-23	13-Feb-24	HCCS	23-24
		Vehicle Inspection	27-Jul-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	21-Aug-23	HCCS	23-24
		Truck Driving Attendance	15-Aug-23	21-Aug-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	12-Jun-24	HCCS	23-24
		Basic Control Skills	12-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	12-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	12-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	12-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	12-Jun-24	HCCS	23-24
		Truck Driving Attendance	12-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	12-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	12-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	30-Oct-23	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	15-Aug-23	29-May-24	HCCS	23-24
		Basic Control Skills	29-May-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	15-Aug-23	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	15-Aug-23	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	15-Aug-23	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	15-Aug-23	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	1-May-24	2-Jul-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	1-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	3-Aug-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	3-Aug-23	23-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	23-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	3-Aug-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	3-Aug-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	3-Aug-23	23-Feb-24	HCCS	23-24
		Vehicle Inspection	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Jul-23	13-May-24	HCCS	23-24
		Truck Driving Attendance	26-Jul-23	13-May-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	23-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	23-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	23-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	23-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	15-Dec-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	15-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Nov-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Nov-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	12-Jan-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	12-Jan-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	12-Jan-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	22-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	22-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	22-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	23-Dec-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	22-Dec-23	HCCS	23-24
		Basic Control Skills	18-Dec-23	10-Apr-24	HCCS	23-24
		Basic Road Skills/Class A Award	18-Dec-23	10-Apr-24	HCCS	23-24
		Fundamentals of Truck Driving P	18-Dec-23	10-Apr-24	HCCS	23-24
		Truck Driving Attendance	18-Dec-23	10-Apr-24	HCCS	23-24
		Vehicle Inspection	18-Dec-23	10-Apr-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	23-Feb-24	28-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	23-Feb-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	28-Jun-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	27-Dec-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	26-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	28-Jun-24	HCCS	23-24
		Vehicle Inspection	27-Dec-23	23-Feb-24	HCCS	23-24
		Vehicle Inspection	26-Jul-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	28-Jun-24	HCCS	23-24
		Basic Control Skills	29-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Control Skills	31-Jan-24	31-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	31-Jan-24	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	7-Dec-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	7-Dec-23	31-Mar-24	HCCS	23-24
		Vehicle Inspection	31-Jan-24	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	8-Nov-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	8-Nov-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	14-Aug-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	25-Jun-24	28-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Jun-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	28-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	28-Jun-24	HCCS	23-24
		Vehicle Inspection	25-Jun-24	28-Jun-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	10-May-24	HCCS	23-24
		Basic Control Skills	1-Feb-24	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	10-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	1-Feb-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	22-Sep-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	22-Sep-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	10-May-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	10-May-24	HCCS	23-24
		Vehicle Inspection	1-Feb-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	19-Jul-23	22-Dec-23	HCCS	23-24
		Truck Driving Attendance	19-Jul-23	22-Dec-23	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	29-Apr-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-Apr-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving P	29-Apr-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	29-Apr-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	29-Apr-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	9-Oct-23	27-Oct-23	HCCS	23-24
		Truck Driving Attendance	9-Oct-23	27-Oct-23	HCCS	23-24
		Vehicle Inspection	9-Oct-23	27-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	20-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	20-May-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	27-Dec-23	20-May-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	20-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	13-Dec-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	13-Dec-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	10-Jan-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	10-Jan-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	10-Jan-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	10-Jan-22	2-Jul-22	CICA	21-22
		Basic Control Skills	19-Oct-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	19-Oct-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	19-Oct-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	19-Oct-21	1-Jul-22	CICA	21-22
		Basic Control Skills	7-Sep-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	7-Sep-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	7-Sep-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	7-Sep-21	12-Feb-22	CICA	21-22
		Basic Control Skills	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Control Skills	17-Mar-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Road Skills/Class A Award	17-Mar-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	17-Mar-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	17-Mar-22	2-Jul-22	CICA	21-22
		Basic Control Skills	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Control Skills	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	14-Feb-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	14-Feb-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Control Skills	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	CICA	21-22
		Truck Driving Attendance	28-Mar-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Control Skills	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	14-Feb-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	14-Feb-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Control Skills	27-Jan-22	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	27-Jan-22	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	12-Feb-22	CICA	21-22
		Vehicle Inspection	27-Jan-22	12-Feb-22	CICA	21-22
		Basic Control Skills	13-Dec-21	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	13-Dec-21	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	13-Dec-21	2-Jul-22	CICA	21-22
		Truck Driving Attendance	13-Dec-21	2-Jul-22	CICA	21-22
		Vehicle Inspection	13-Dec-21	2-Jul-22	CICA	21-22
		Basic Control Skills	6-Apr-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	6-Apr-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	6-Apr-22	2-Jul-22	CICA	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Vehicle Inspection	6-Apr-22	2-Jul-22	CICA	21-22
		Basic Control Skills	6-Jun-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	6-Jun-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	6-Jun-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	6-Jun-22	2-Jul-22	CICA	21-22
		Basic Control Skills	8-Dec-21	16-Apr-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Dec-21	16-Apr-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Dec-21	16-Apr-22	CICA	21-22
		Truck Driving Attendance	8-Dec-21	16-Apr-22	CICA	21-22
		Vehicle Inspection	8-Dec-21	16-Apr-22	CICA	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-Aug-21	25-Sep-21	CICA	21-22
		Basic Control Skills	12-Jul-21	25-Sep-21	CICA	21-22
		Basic Control Skills	6-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	25-Sep-21	CICA	21-22
		Basic Road Skills/Class A Award	1-Mar-22	16-Apr-22	CICA	21-22
		Basic Road Skills/Class A Award	6-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	25-Sep-21	CICA	21-22
		Fundamentals of Truck Driving Plus	6-May-22	2-Jul-22	CICA	21-22
		Truck Driving Attendance	6-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	25-Sep-21	CICA	21-22
		Vehicle Inspection	6-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	6-Nov-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	6-Nov-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Control Skills	12-Jul-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	12-Feb-22	CICA	21-22
		Basic Control Skills	23-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	23-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	23-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	23-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	30-Nov-21	18-Dec-21	CICA	21-22
		Basic Road Skills/Class A Award	30-Nov-21	18-Dec-21	CICA	21-22
		Fundamentals of Truck Driving Plus	30-Nov-21	18-Dec-21	CICA	21-22
		Truck Driving Attendance	30-Nov-21	18-Dec-21	CICA	21-22
		Vehicle Inspection	30-Nov-21	18-Dec-21	CICA	21-22
		Basic Control Skills	8-Sep-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Sep-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Sep-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	8-Sep-21	12-Feb-22	CICA	21-22
		Basic Control Skills	26-Oct-21	1-Jul-22	CICA	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	26-Oct-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	26-Oct-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	26-Oct-21	1-Jul-22	CICA	21-22
		Basic Control Skills	12-Jul-21	18-Dec-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	18-Dec-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	18-Dec-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	18-Dec-21	CICA	21-22
		Basic Control Skills	12-Jul-21	14-Aug-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	14-Aug-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	14-Aug-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	14-Aug-21	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Sep-21	18-Dec-21	CICA	21-22
		Truck Driving Attendance	27-Sep-21	18-Dec-21	CICA	21-22
		Basic Control Skills	27-Sep-21	6-Nov-21	CICA	21-22
		Basic Road Skills/Class A Award	27-Sep-21	6-Nov-21	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Sep-21	6-Nov-21	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Sep-21	6-Nov-21	CICA	21-22
		Truck Driving Attendance	13-Sep-21	6-Nov-21	CICA	21-22
		Vehicle Inspection	27-Sep-21	6-Nov-21	CICA	21-22
		Basic Control Skills	12-Jul-21	4-Sep-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	4-Sep-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	4-Sep-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	4-Sep-21	CICA	21-22
		Basic Control Skills	3-Jan-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	CICA	21-22
		Truck Driving Attendance	3-Jan-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	3-Jan-22	2-Jul-22	CICA	21-22
		Basic Control Skills	8-Nov-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Nov-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Nov-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	8-Nov-21	1-Jul-22	CICA	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	CICA	21-22
		Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	13-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	13-Feb-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	3-Sep-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	3-Sep-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	3-Sep-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	3-Sep-22	CICA	22-23
		Basic Control Skills	3-Oct-22	25-Feb-23	CICA	22-23
		Basic Road Skills/Class A Award	3-Oct-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	3-Oct-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	3-Oct-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Control Skills	8-Aug-22	3-Sep-22	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	3-Sep-22	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	3-Sep-22	CICA	22-23
		Vehicle Inspection	8-Aug-22	3-Sep-22	CICA	22-23
		Basic Control Skills	1-Nov-22	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	1-Oct-22	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	1-Nov-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	1-Nov-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	1-Nov-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	1-Oct-22	CICA	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Control Skills	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	6-Aug-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	6-Aug-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Control Skills	11-Jul-22	29-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Mar-23	2-Jul-23	CICA	22-23
		Basic Control Skills	30-Jan-23	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	30-Jan-23	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	1-Jul-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	1-Dec-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	1-Dec-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	1-Dec-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	1-Dec-22	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	20-May-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Control Skills	8-Aug-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Control Skills	14-Nov-22	26-Nov-22	CICA	22-23
		Basic Control Skills	27-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	3-Oct-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Control Skills	22-May-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	22-May-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	26-Nov-22	CICA	22-23
		Vehicle Inspection	22-May-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	26-Nov-22	CICA	22-23
		Vehicle Inspection	8-Aug-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	30-Jan-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	19-Sep-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Control Skills	11-Jul-22	24-Dec-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	24-Dec-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	24-Dec-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	24-Dec-22	CICA	22-23
		Basic Control Skills	20-Jun-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	20-Jun-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	20-Jun-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	20-Jun-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	25-Feb-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	28-Jan-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	28-Jan-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	28-Jan-23	CICA	22-23
		Basic Control Skills	11-Jul-22	22-Apr-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Apr-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	11-Jul-22	22-Apr-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	22-Apr-23	CICA	22-23
		Basic Control Skills	28-Nov-22	22-Apr-23	CICA	22-23
		Basic Road Skills/Class A Award	28-Nov-22	22-Apr-23	CICA	22-23
		Fundamentals of Truck Driving Plus	28-Nov-22	22-Apr-23	CICA	22-23
		Vehicle Inspection	28-Nov-22	22-Apr-23	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	4-Oct-22	20-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	4-Oct-22	20-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	4-Oct-22	20-Oct-22	CICA	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	7-Aug-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	7-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	11-Sep-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	11-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	11-Sep-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	11-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	2-Oct-23	25-Nov-23	CICA	23-24
		Vehicle Inspection	2-Oct-23	25-Nov-23	CICA	23-24
		Basic Control Skills	13-Sep-23	16-Mar-24	CICA	23-24
		Basic Road Skills/Class A Award	13-Sep-23	16-Mar-24	CICA	23-24
		Fundamentals of Truck Driving Plus	13-Sep-23	16-Mar-24	CICA	23-24
		Vehicle Inspection	13-Sep-23	16-Mar-24	CICA	23-24
		Basic Control Skills	26-Feb-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	13-Apr-24	CICA	23-24
		Basic Control Skills	7-Aug-23	30-Sep-23	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	30-Sep-23	CICA	23-24
		Vehicle Inspection	7-Aug-23	30-Sep-23	CICA	23-24
		Basic Control Skills	22-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	22-Aug-23	2-Jul-24	CICA	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	22-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	27-Nov-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	27-Nov-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Control Skills	10-Jun-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jun-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jun-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jun-24	2-Jul-24	CICA	23-24
		Basic Control Skills	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	27-Nov-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	27-Nov-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	22-Jan-24	17-Feb-24	CICA	23-24
		Basic Road Skills/Class A Award	22-Jan-24	17-Feb-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	17-Feb-24	CICA	23-24
		Vehicle Inspection	22-Jan-24	17-Feb-24	CICA	23-24
		Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	30-Oct-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	30-Oct-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	5-Aug-23	CICA	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	10-Jul-23	5-Aug-23	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	5-Aug-23	CICA	23-24
		Vehicle Inspection	10-Jul-23	5-Aug-23	CICA	23-24
		Basic Control Skills	25-Mar-24	11-May-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	11-May-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	11-May-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	11-May-24	CICA	23-24
		Fundamentals of Truck Driving Plus	8-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	13-Apr-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Dec-23	16-Mar-24	CICA	23-24
		Basic Control Skills	26-Feb-24	8-Jun-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	8-Jun-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	8-Jun-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	8-Jun-24	CICA	23-24
		Basic Control Skills	10-Jul-23	23-Dec-23	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	23-Dec-23	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	23-Dec-23	CICA	23-24
		Vehicle Inspection	10-Jul-23	23-Dec-23	CICA	23-24
		Basic Control Skills	5-Sep-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	5-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	15-Apr-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	15-Apr-24	2-Jul-24	CICA	23-24
		Basic Control Skills	18-Mar-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	18-Mar-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	5-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	2-Sep-23	CICA	23-24
		Vehicle Inspection	18-Mar-24	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	CICA	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Control Skills	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	30-Oct-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	30-Oct-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	30-Oct-23	2-Jul-24	CICA	23-24

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 73 CICA #_____

Student ID #_[redacted]___ [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/7/21	10:15		Fail	
11/02/21	12:45		pass	

Date:	Lesson:	Rating:	Comments:
2/18/21			Student ready for DMV permit
9/20/21			working on skills
10/7/21			Student failed DMV brake test
10/13/21			~~Student failed skills test~~
10/28/21			Student pass DMV

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 155 CICA #_____

START DATE : 07/16/2021 / 10/18/21

Student ID #[redacted]

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/18/21				

Date:	Lesson:	Rating:	Comments:
7-16-21			Student is ready to take his pre-test
9/30/21			Student is still working on pre-test / skills
10/18/21			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union #1 CICA #_____

START DATE: ~~05/17/2021~~ 07-13-21

Student ID #_____

[redacted]

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
11/09/21	8:30		Cancel	216413756
10/04/21				216443753

Date:	Lesson:	Rating:	Comments:
7-13-21			Start date General Knowledge
9/10/21			Student working on pre-trip
9/24/21			canceld apt for an earlier next apt 10/6/21

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 185 CICA #_____

START DATE : 08/26/21 End Date : [redacted]

Student ID # [redacted]

[redacted]

9/7/21 12:45 = pass

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
				2154947533

Date:	Lesson:	Rating:	Comments:
9/10/21			Student Failed Driving Test
9/23/21			Pass w/ Patric

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
6-14-19	8:30	W Sac	Pass	124815744

Date:	Lesson:	Rating:	Comments:
5/6 - 5/7	Pre trip 3 Skills	4	Student is working on skills and brake test
5/22	Pre trip		Airbrakes
5/22	Brake test	4	Student is good still needs to finish up
5/22	Skills	3 1/2	Student still does encroachment
5/22	Road	0	Student is working on his road test.
5/24	Road	2	Brake test Good Driving needs work - focus less on shifting and more on road

HIGHLANDS
COMMUNITY CHARTER SCHOOL

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES
Accrediting Commission for Schools

2019

High School_____ Labor Union # 185

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
7/19/19	8:30	W San	Fail	130602857
7/23/19				
7/23/19	10:15	W San	Pass	

Date:	Lesson:	Rating:	Comments:
3/27/19			working on skills / need lots of time on the road
4/25/19			Student membership has expired with ISS. ok'd by Linda
4/25/19	Skills		See sheet - student park out of cones. Failed to look
6/28/19			Student cleared ISS
07/10-17/19	Prive test	3	Student is having a hard time remembering not to ride the clutch continues to get in the wrong lane when making left turns
			Brake test is good; pretrip is good skills is good.
7/19/19			Student failed pre-trip at the dmv - missed entire wheel and brakes
7/23/19			Pass DMV w/ Tiffany

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 1130

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
9/16/19	8:30	Tiffany	Fail	143858114
9/17/19	12:45	Dave	Pass	14344358

Date:	Lesson:	Rating:	Comments:
8/28/19			Student completed his pre trip and skills needs drive time
9/16/19			Student failed DMV test did Callout direction of examiner
9/17/19			Student passed with flying colors

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 73

Name: [redacted]

DL# [redacted]

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
8/1/19	8:30	W Sac	fail	132502118
9/4	8:30	W Sac		140356584

Date:	Lesson:	Rating:	Comments:
6/-10-19			Student showed up for one day haven't been back since
3/19/19			Student is working on pre-trip
4.1./19			Student is works on skills
4/22	skills		Student is still working on skills test.
4/26/19			
7/8/19			Student completed pre-trip skills and road ready for DMV testing
8/1/19			Student Brake skill test passenger parallel — Tiffany

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

10/29/19 8:30 am

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
~~10/9/19~~	~~11:00~~		fail	155382666
10/30	10:15		pass	160652256

Date:	Lesson:	Rating:	Comments:
9/17/19			Student is working on his pre-trip
10/9/19			DMV appointment Scheduled
10/21/19			Student is practicing new pre trip
10/29/19			student failed test did not pop both air brakes
10/30/19			student passed his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185 CICA #_____

Student ID # No check / No medical

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
12/18/19	8:30			Canceled

Date:	Lesson:	Rating:	Comments:
12/11/19			Student ~~test~~ needs Drive more
12/11/19	Drive		Drive is good needs to look around more, Scheduled appointment for next week
12/18/19			missed appointment my fault

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____

Labor Union # 185

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
8:30	1-30-20			pass

Date:	Lesson:	Rating:	Comments:
5/24/19			Student got ins permit
8/20/19			No show
1/21/20			
1/30/20			pass / class A award

HIGHLANDS
COMMUNITY CHARTER SCHOOL

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES
Accrediting Commission for Schools

2019

High School_____ Labor Union # 324 Martinez CICA #_____

Student ID # ~~74780~~ [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
2/11/20	8:30		Fail	
2/25/20	8:30	~~8:30~~ Christian	Pass	189334390

Date:	Lesson:	Rating:	Comments:
12/10/19			Student is ready to take his permit test
2/6/20	Prive test		Not speeding up/got in the wrong lane not the slow moving lane.
			unsafe lane change to close to front car
			Not shifting waiting to long to down shift, keeps clutch on and, missed a sign, merged into lane without turning signal
			Crossed a solid white line from ftlwy, shifts during turns
			Turn turn signal off too early
2-10-20			Student went two red lights and almost stopped on rail trucks
2-11-20	DMV Testing		Fail on skills test. could not back the truck straight
2/25/20	DMV test	Pass	Student completed his class got his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 1130 CICA #_____

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #

Date:	Lesson:	Rating:	Comments:
3/9/20			Student ready for permit testing
10/19/20			Student ready to take the test

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/23/19	9:30			203702212

Date:	Lesson:	Rating:	Comments:
11/14/19	DMV		Student ready for permit testing

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 185 CICA #_____

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
3/4/20	8:30			194 774 208
9/1/20	8:30		Pass	20135210

Date:	Lesson:	Rating:	Comments:
3/6/20	Drive		Student is ready to take DMV test

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 165 CICA #_____

Student ID #_[redacted]_____

[redacted]

PH# :_[redacted]_

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
4-7-21	8:30		PASS	205887163

Date:	Lesson:	Rating:	Comments:
02/02/21			Student review for permit test
3/3/21	Drive	3	Student did good Still needs to get more training
3/25/21			Ready to
4/7/21			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 73 CICA #_____

Student ID #_____

[redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
4/8/21	8:30	Christ.	Pass	

Date:	Lesson:	Rating:	Comments:
4/8/21	Driv	Pass	all

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 185 CICA #_____

START DATE : 08/02/21

Student ID #

[redacted]

01/07/22 @8:30

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
12/01/21	8:30	Paty	Fail	217907626
~~12/0~~				
12/29/21	10:15	Reschedule		21815078
12/17/21	10:15	pass		218373681

PH# : [redacted]

Date:	Lesson:	Rating:	Comments:
8/2/21			Student starts
8/30/21			Student has not been attending
11/02/13	Drive		Student is ready to take his DMV testing
11/16/21			Test drive was good. Student will used the rest of day to practice pre-trip and skills
12/01/21			Student failed not pumping full tank of air prior to restarting test
~~12/08/21~~			called and left a message
12/08/21			Kent test for getting in wrong lane.
12/17/21			1/07/22 pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 145 CICA #_____

START DATE : 08/02/21 End 11/30/21

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
11/30/21	8:30		Pass	2175078 39

Date:	Lesson:	Rating:	Comments:
8/3/21			Student [redacted] is studying
9/10/11			Student is working on Pretrip / Skills
11/02/21			Student is ready to take DMV test
11/6/21			Drive test is good. Student is more cautious.

Highschool VOA Scholarship Local 185

Enrollment Type

Name [redacted]	
DL # [redacted]	PH #
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Tiger Lilies $ 1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
3.29.	8:30	Visalia	pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Local 185

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : June 1 ~~8-16-16~~	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Vitek 50 a mile $1,300 - 1,700 a week	

[redacted]

DMV Appointments

Date:	Time:	City:	Results:
~~8~~			
8-8-17			pass

Date:	Lesson :	Rating:	Comments:
8-16-16	Apply Break test	1	Student need to study
8-16-16	Driving	2	student needs to learn the gears
8-16-16	Skills	OL	

HIGHLANDS COMMUNITY CHARTER SCHOOL

High School Labor Union # ✓

Last Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
10/19/18	8:30	WSac	pass	online

Date:	Lesson:	Rating:	Comments:
12 9/[illegible]/18	skills	3 1/2	needs more practice
9/13/18	Road	1	does not know where the gears are shifts to fast
9/14/18	Skill	2	Sherry approached Zhang and wanted to harrass her about why and who she is
9/17/18	Skills / Parking & Brake test	1	Brake test missed to push the whole test / skill test is good
9/17/	Skills / Brake test		
10/15/18	Parking Skills Brake test		Student does not pay attention to Sign on road. Does not look when turning
10/16/18	Skills	4	Student needs to learn to use mirrors when backing.
10/19/18	DMV exam		pass class "A"

Highschool VOA Scholarship

Enrollment Type

Local 185

Name [redacted] 02/21/65	
DL # [redacted]	PH # [redacted]
Start Date : 5/4/18	Permit Date : May 17 - 2018
Finish Date: 8/7/18	
CM & Ph #	
Employment Info : Local 185 $28 hour	

DMV Appointments

Date:	Time:	City:	Results:
~~8/7/18~~	~~12:45~~	~~wSac~~	~~Pass~~
8/7/18	12:45	wSac	Pass

Date:	Lesson :	Rating:	Comments:
7/10/18	Driving test	4	
7/10/18	pre trip & Skills	4	
	Schedule an DMV appointment		
7/16/18	Road test	4	Braking / Hwy Signs
7/17/18	Road test	4	Asked Student to get lighter shoes/Brake's hard
7/19/18	Road test	4	Though student drive good easy parties/need more practice
8/7/18	DMV testing	5	PASS

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type

Name [redacted]	Local 185
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date : 3.6.18
Finish Date:	
CM & Ph #	
Employment Info : local 185 $28+	

DMV Appointments

Date:	Time:	City:	Results:
8/31	8:30	W Sac	Pass

Date:	Lesson :	Rating:	Comments:
6/18/18	Pre trip	4	Needs to work on air brake
7/16/18	Skills / pretrip	4	needs to slow down on skills
7/17/18	Road test	3	Does not pay attention to signs / brakes harsh
7/18/18	Road test	3	some mistakes as yesterday
7/19/18	Road test	3	Student has had trouble paying to the surroundings
8/31/18	Dmv test	5	Pass
8/1/18	start 8 speed training		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type Local 185

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : [redacted] 2.12.18	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : local 185 $28+	

DMV Appointments

Date:	Time:	City:	Results:
4/11/18	12:45	WSA	pass

Date:	Lesson :	Rating:	Comments:
2.1.18	Start date		
4.11.18	~~Start~~ End date		~~DMV exemination~~ ~~Exeminor was David~~
			Exeminor was David pass first time

HIGHLANDS COMMUNITY CHARTER SCHOOL

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 1565

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
2/7/19	8:30	WSAC	P955	10175170 6

Date:	Lesson:	Rating:	Comments:
1-10-19			Student attends orinatation has not been back since
~~1-14-19~~			Student is working on pre-trip inspection
1-21-19			Student is working on skills
1-24-19			student is working on drive test
1-25-19 ~~-125~~			Drive test
1/24/19	Drive	4	Student still needs practice shifting, Gets into a wrong gear
2/7/19			DMV Test & Class A award

Highschool VOA Scholarship

Enrollment Type

Name [redacted]

DL # [redacted]

PH # ~~(916)~~ 510-697-2989

[redacted]

Start Date :

Permit Date :

Finish Date:

CM & Ph #

Employment Info :

DMV Appointments

Date:	Time:	City:	Results:
9/6/18	8:30	Usa	Fail
9/13/18	10:15	WSac	fail
9/27/18	8:30	W Sac	fail
10/5/19	8:30	W Sac	Fail

Date:	Lesson :	Rating:	Comments:
8/6/18	Student is working on pretrip	3	
8/10/18	pretrip is going well need to work on brake test	3	
8/13/18	student is working on skills	3	needs to work on pretrip
8/16/18	Skills	4	need to work on brake test
8/20/18	Skills / Pretrip	3½	Still has improved need brake test
8/23/18	Skills / Pretrip	4	need to work on brake test
8/25/18	Skills	5	Pass
8/28/18	Brake test	3	Fail on apply brake and pop out test
9/13/18	Student forgot what lane to be in when making a right turn. fail the test		
1-10-19		5	waiting on DMV drive test appointment
21-29	Drive/skills and pretrip	4½	all went Rancho Cordova waiting for DMV test

2019

HIGHLANDS COMMUNITY CHARTER SCHOOL

2/5/19 DMV pretrip Fail Student forgot all pretrip

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/6/19	8:30	w Sac	Fail	108296305
3/20	8:30	w Sac	Fail	112200454
3/29	8:30	w Sac	Pass	114559191

Date:	Lesson:	Rating:	Comments:
2/6/19	Practice test		Student will demastract permit test. Given Air/combo
2/21/19	Road [redacted]		Student is given a check good to go
2/22/19	Brake test Road	1	Student is a good drive needs to work on brake test -fail) 2X
3/6/19	Braked Drive		Student passed all tests ready to go to dmv testing
3/8/19	DMV Testing		Student failed his pretrip inspection. with Tiffany
3/21/19			Fail- student made unsafe turn.-
3/28/19			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/19	12:45	W Sac	Pass	H1 3198 72
3/12	8:30	W Sac	Pass	

Date:	Lesson:	Rating:	Comments:
3/6/19	Skills		Student needs to learn how to brake correctly.
3/5/19	Drive		Student has a hard time stopping correctly needs to work on braking Student practiced w. Jr Tiffany
3/19/19			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

High School

Labor Union # 185
5001181

Last Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/19	9:30		Pass	11138839

Date:	Lesson:	Rating:	Comments:
11/27	Pre-trip		Student starts his first day
1-10-19			Student has not been showing up to class
3/1/19			Student passed his pre-trip and skills test.
3/6/19	DMV Road test		Student is working on his road skills
3/19/19	DMV final test		Pass Student completed w/ distinction class A requirements

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
4/5/19	12:45	DSA	Pass	

Date:	Lesson:	Rating:	Comments:
3/15/19	Pre trip		Pass
4/5/19			Pass / A-Class A

A –

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

Page 2

High School_____

Labor Union # 185

[redacted]

PH# :_____

DMV Appointments

Date:	Time:	Location:	Result:	Conf #

Date:	Lesson:	Rating:	Comments:
4.12.19	skills	5	Student has completed skills test
4.15 to 4.25	Road		Student has a hard time shifting Student needs to look more in the mirrors and has a hard time naming road signs.
4/29/19	Dmv exam		Student failed to push trucker and trailer brake test
5/7/19	dmv testing		Pass Student completed full course

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Swift
$1200 week

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

4-29-19 DMV Appointments

Date:	Time:	Location:	Result:	Conf #
~~4/8/19~~	1:15	USac	Fail	11 7880628
5/7/19	8:30	USac	Pass	120877651

Date:	Lesson:	Rating:	Comments:
3/4/19			Student has completed all book work ready to permit testing
3/4/19	Dmv permit testing	4	→ student passed all test except air brake test
			student will continue training until passes full all tests
3/19/19			Student working on pre-trip
3/21/19	Pre-trip	4	need more work
3/27/19	R		working on Brake test
3/29/19	Pre-trip test		need to start working on truck
		2	→ Failed & missed the entire S wheel, skipped trailer air system failed on tires.
4-10-19	Drive test		Student needs to work on down shifting
4-11-19	Drive test		Student is doing better than yesturday

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 95

[redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
5/3/19	8:30	W Sac		Pass

Date:	Lesson:	Rating:	Comments:
5/13/19			Student is working on skills last
5/31/19			Pass / ~~Fail~~ Got his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 183 CICA #_____

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
7-20-21	12:45		Fail	214123665
~~8/23/21~~	~~8:30~~			214604571
8/10/21	10:15		pass	214629937

Date:	Lesson:	Rating:	Comments:
4/29/21			Student ready to take test
7-13-21			Student ready to take test
7/28/21			Student stopped on a green light turn signal
8/10/21			Pass

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 189 CICA #_____

Student ID #_[redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
3/26/21	8:30			207551981
3/17/21				

Date:	Lesson:	Rating:	Comments:
02/24/21			pre-trip
3/3/21			Prime test needs [illegible]
3/26/21			Fail pre-trip test
3/17/21			April 2 pre-trip

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union #✓ CICA #_____

Student ID #[redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/13/20		Andy	pass	

Date:	Lesson:	Rating:	Comments:
10/12/20			Skills are excellent
10/13/20			Student pass all requirement

HIGHLANDS
COMMUNITY CHARTER SCHOOL

High School_____ Labor Union # ✓ CICA #_____

START DATE : 3-13-23 Grad Date : _____

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #

Date:	Lesson:	Rating:	Concerns
7/6/23			Student completed his behind the wheel training
Graduated			

~~[redacted] HS~~

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : 4.6.16	Permit Date : 4.6.16
Finish Date:	
CM & Ph #	
Employment Info : Sac disposal $24	

DMV Appointments

Date:	Time:	City:	Results:
9			pass

Date:	Lesson :	Rating:	Comments:
8.3.4	Driving	—	Beginner
6.2.16	Driving	4	Student has improved ~~[illegible]~~
2.1.16	Skills / Drive test	3	Student needs to be more aware of surroundings

HCCS – TD, HS, LU 185, Sch

Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Comments/Employment info: ?	

DMV Appointments

Date:	Time:	City:	Results:
10-4-16	7:30	Sac	Fail
			pass

Date:	Lesson :	Rating:	Comments:
9.6.16	Air brake test	4	needs practice on backing
10.4.16	DMV Stand by		student failed pretrip. forgot all lights functions

Administrative Record, as submitted by
Twin Rivers Unified School District

HCCS – TD, HS, LU 185, Sch
Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : May 3 2016	Permit Date : July 1 2016
Finish Date:	
CM & Ph #	
Comments/Employment info: ?	

DMV Appointments

Date:	Time:	City:	Results:
10.14.16	8:30	Vissalia	Pass

Date:	Lesson :	Rating:	Comments:
8.16.16	Showing Break leak test	0	[redacted] beginner
9.6.16	Applying leak test		

NOA

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : 4.1.16	Permit Date : 4.26.16
Finish Date:	
CM & Ph #	
Employment Info : ~~Uber~~ transport SHR $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
8.25.16	8:30	WSac	pass

Date:	Lesson :	Rating:	Comments:

VOA

Enrollment

Name	[redacted]
DL # [redacted]	PH # [redacted]
Start Date : 11.2.15	Permit Date : 12.18.15
Finish Date: 5.1.16 with class A	
CM & Ph #	
Employment Info : Les Schwab tires Attending Arc mechanics class MCCS	

DMV Appointments

Date:	Time:	City:	Results:
5.16.16	8:30	WSac	Pass

Date:	Lesson :	Rating:	Comments:
11.10.15	Drive		Student is constantly complaining about how good he is.
12.8.15	DMV test - Failed		Student didn't want to pass. Said he like our program to much
1.3.16	DMV test - Failed		Student blamed everyone except the cute DMV woman.
1.5.16	Shift test		Student does not know where his trailer is Said he thought he left it around the block

Scholarship
Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date: 7-27-16 w/class A	
CM & Ph #	
Employment Info : 5hr transport $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
7-27	8:30	Yuba	Pass

Date:	Lesson :	Rating:	Comments:

local 185

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : Jun 1 2016	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Night Transport $1,500 a week	

DMV Appointments

Date:	Time:	City:	Results:
9.8.16	Stad	Sac	PASS

Date:	Lesson :	Rating:	Comments:
8.15.16	Driving / morning	3	
8.15.16	Driving / evening	4	Student is doing alot better
8.16.16	Apply leakage test	3	Student needs to study the numbers
8.16.16	Driving test	4	Student ~~is~~ still needs practice on turns

Highschool VOA Scholarship

Enrollment Type

pg 2

Name [redacted]	
DL # [redacted]	PH #
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Transport to $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
2/27/18	12:30	WSac	pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship Local 185

Enrollment Type

Name [redacted]	
DL #	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Local 185 $28	

DMV Appointments

Date:	Time:	City:	Results:
12/18	8:30	wSac	pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship
Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info :	

Failed his pretrip or his test was the first student going to brake

DMV Appointments

Date:	Time:	City:	Results:
6.21.17	8:30	wSac	fail
7.21.17	8:30	wSac	fail
8.17.	8:30	wSac	fail
10.17	8:30	wSac	fail
10.24	10:15	wSac	fail

Date:	Lesson :	Rating:	Comments:
6.21.17	Student fail pretrip missed a lot of parts		
6.24.17	~~Student~~ Reviewed all of pretrip and drive test needs to pay more attention to signs		
7.21.17	Student fail to name all truck part fail dmv test		
8.17.17	Student failed missed wheel and on truck		
9.1.17	Student is retaking permit test		
10.14.17	student completed his ~~pretrip~~ pretrip skills and road / schedule dmv test		
	student is having a hard time paying attention to signs / ride clutch		
10.18.17	when doing shifting Road test / DMV test	3/4	Student rides clutch ~~got~~ getting wrong lane fail test
10.19.17	Road test		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Vitek 48 $ a mile $1,100 - 1,700 a week	

DMV Appointments

Date:	Time:	City:	Results:
7-20-17	8:30	W Sac	pass

Date:	Lesson :	Rating:	Comments:
10/18/19	V.tek 54 $ per mile		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Board of Trustees

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

October 3, 2024

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Complaint/Request for Information for CTE Truck Driving Program

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCS allows non-students to participate in the CTE Truck Driving certification courses. The complaint alleges that the non-student participants are "friends of a former board member named Doyle Radford."

Actions Needed:

- Please respond to the allegation regarding non-students' enrollment in the CTE truck driving program.

- Provide the District with a copy of all CTE Truck Driving Certificates of course completion issued by HCCTS for the 2021-22, 2022-23, and 2023-24 years.

- Provide the District with any spreadsheets or historical documentation which delineates students verses non-students receiving CTE Truck Driving Certificates of course completions for the 2021-22, 2022-23, and 2023-24 years.

- Provide the District with rosters of all individuals enrolled in the CTE Truck Driving program for the 2021-22, 2022-23, and 2023-24 years.

The District requests that HCCTS respond to this follow-up request for information by no later than **5:00 PM on November 1, 2024.** Thank you for your attention to this correspondence and your anticipated cooperation.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

From: Sharilyn.Warta
To: Lindsay Curtis
Subject: RE: HCCTS Truck Driving Program
Date: Tuesday, September 24, 2024 8:24:00 AM
Attachments: image002.png
image003.png
image001.png
image004.png

Good Morning,

Thank you for sending the document and for encouraging the individual to reach out.

Have a wonderful day.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Monday, September 23, 2024 9:49 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: Re: HCCTS Truck Driving Program

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Attached is a pdf version of the roster. I hope it helps with any investigation you are able to enact. I will try and encourage the source to come forward to you directly.

Many thanks,
Lindsay

On Mon, Sep 23, 2024 at 9:51 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,

Thank you for following up. Documentation of the CTE Truck Driving participants is welcomed. Please feel free to send anything that would pertain.

While we respect the desire and rights of individuals to remain anonymous, we do encourage people with information to talk to us so that a complete and thorough investigation can be conducted. But, as I stated, we understand the desire to remain anonymous.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Sunday, September 22, 2024 10:12 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Truck Driving Program

Good day, Shari.

In regards to our conversation last week about the CTE Truck Driving program at Highlands Community Charter and Technical Schools, I was wondering if a list of names would help, along with their affiliation: Highlands student, law enforcement, or union member. Unfortunately, Only Highlands students have last names listed, along with student ID numbers. For the latter two categories, those spaces are blank.

I recently got in touch with someone who wishes to remain anonymous and they sent me the current list, titled "Unofficial Class A Awards," with a list of names, categorization/affiliation, and when the person "graduated" from the program. It is an updated list of the list I told you I saw. From this list of 31 people, it does not appear that they are all Highlands students.

Is this something that will help you in your investigation? My concern is only that Highlands will be able to manipulate the data in some way, which we have known them to do.

Thank you again for your concern to this matter.

Sincerely,
Lindsay Curtis

From: Sharilyn.Warta
To: Lindsay Curtis
Subject: RE: HCCTS Truck Driving Program
Date: Monday, September 23, 2024 8:51:00 AM
Attachments: image001.png
image002.png
image003.png
image004.png

Good Morning,

Thank you for following up. Documentation of the CTE Truck Driving participants is welcomed. Please feel free to send anything that would pertain.

While we respect the desire and rights of individuals to remain anonymous, we do encourage people with information to talk to us so that a complete and thorough investigation can be conducted. But, as I stated, we understand the desire to remain anonymous.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Sunday, September 22, 2024 10:12 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Truck Driving Program

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

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In regards to our conversation last week about the CTE Truck Driving program at Highlands Community Charter and Technical Schools, I was wondering if a list of names would help, along with their affiliation: Highlands student, law enforcement, or union member. Unfortunately, Only

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Lindsay Curtis

Unofficial Class A Awards				
SID#	**Name**	**School**	**Start Date**	**Grad Date**
[redacted]		HCCS	11/14/22	5/12/23
		Law Enforcement	8/8/22	6/12/23
		CICA		**6/13/23**
		CICA	9/19/22	6/21/23
		HCCS	12/1/22	6/22/23
		CICA	7/11/22	6/26/23
		Local 185	2/21/23	7/12/23
		Law Enforcement		7/28/23
		HCCS		8/16/23
		Scholarship	7/3/14	8/18/23
		HCCS	2/27/23	8/23/23
		HCCS	12/1/22	9/13/23
		HCCS	12/7/22	9/22/23
		Law Enforcement		9/29/23
		HCCS	3/17/23	11/30/23
		Law Enforcement		1/17/24
		Law Enforcement		1/18/24
		Law Enforcement		1/19/24
		Local 185		1/24/24
		HCCS	1/18/23	2/26/24
		Local 185		2/29/24
		Local 186		3/28/24

[redacted]	HCCS	9/18/23	4/10/24
	HCCS	10/3/23	4/12/24
	HCCS	1/12/24	4/24/24
	Law Enforcement		4/25/24
	HCCS	5/29/24	4/29/24
	HCCS	12/27/23	5/1/24
	HCCS	7/26/23	5/20/24
	HCCS	12/5/22	6/14/24
	CICA		6/25/24
	CICA	1/23/23	7/17/24
			Total=32

HIGHLANDS
COMMUNITY CHARTER SCHOOL

June 22, 2018

Delivery by Email: steve.martinez@twinriversusd.org
Bill.McGuire@twinriversusd.org

Steve Martinez, Ed. D., Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan, CA 95652

Re: Highlands Community Charter School Response to Fiscal Crisis & Management Assistance Team Report

Superintendent Martinez:

The purpose of this letter is to respond to the Fiscal Crisis & Management Assistance Team's (FCMAT) report issued on June 7, 2018 to the Highlands Community Charter School Board by Sacramento County Office of Education Superintendent Gordon.

The Highlands Community Charter School Board of Directors and its Executive Director would like to express our ongoing commitment to work in close partnership with the Twin Rivers Unified School District (TRUSD) in an open and transparent way. This will benefit each and every student and immediately address any concerns the District may have. As with every response provided to FCMAT initially, Highlands Community Charter School (Highlands) takes FCMAT's report very seriously and will continue to have a strong commitment to address these concerns to the complete satisfaction of the District.

As anticipated, FCMAT found no evidence to demonstrate that fraud or misappropriation has occurred in any area of Highlands' operations, including student enrollment, support of students with disabilities, ADA, instructional minutes and days, avoidance of standardized tests, conferrals of diplomas, charging fees, or operating multiple sites. However, FCMAT identified areas in internal policies, procedures, and practices that may need enhancements to ensure full compliance.

Highlands has prepared this formal response addressing FCMAT's recommendations and findings which will include our corrective actions taken to date and future proposed remedies.

Highlands Community Charter School's responses, adjustments or corrections to FCMAT's audit summary report recommendations found on (pg. 49) are delineated in order as presented.

- **Violation of HCCTS' charter by serving students outside the parameters listed in the charter**

  The Audit Report states that for the three school years at issue in this audit, FCMAT identified a total of 51 students over who had been admitted to the school at the age of 21, and 29 students who had been admitted holding a U.S. high school diploma, meaning that 80 students who were served by Highlands were outside the parameters listed in the Highlands charter. (Audit Report, pg. 13.) Across those same three years, Highlands' cumulative enrollment was nearly 5,663 students, meaning that those students served by Highlands that were outside the parameters of the charter represented approximately 1.4% of Highlands' cumulative enrollment over this period. Moreover, although the charter indicated that "Highlands Community Charter School shall admit all students it is legally allowed to serve, who meet the exclusive WIA agreement requirement of being age 22 or older, and who submit a timely application," (Highlands Charter, pg. 24), the charter also provides that "HCCS expects to serve a combination of youth and adult students, with the 20 to 45 year old age group making up the greatest percentage of learners." (*Id.*, pg. 47). Therefore, it is inaccurate to assert that by admitting 51 students to the charter school at age 21, HCSS was truly "serving students outside the parameters listed in the charter." If these 51 students are removed from the calculation, the number of students served by Highlands that were outside the parameters of the charter would represent approximately 0.5% of Highlands' cumulative enrollment over this period. Highlands submits that such low percentages do not constitute a "material" violation of a condition or standard of Highlands' charter.

  Even more fundamentally, the revocation provisions of Education Code section 47607 are strictly *forward*-looking, in that they specifically provide for a process by which a charter authorizer must give notice of the alleged violation of its charter, and the charter school must be given an opportunity to remedy the violation. (Ed. Code section 47607, subd. (c)-(e).) In short, under California law a charter cannot be revoked, *ex post facto*, for a violation of the charter petition that has already been

remedied at the time of proposed revocation. Therefore, even if Twin Rivers were to conclude that the provision of services to these 80 (or 29) students constituted a "material" violation of Highlands' charter, such a conclusion would only *begin* the revocation process. Since Highlands had already-- *prior* to the issuance of the Audit Report—ended its practice of serving any pupil under 22 and/or in possession of a high school diploma, Highlands' charter cannot be revoked for the historical practice, noted in the Audit Report, of admitting a small number of students under 22 years of age or in possession of a high school diploma.

- **Whether the partnership agreement was entered into with the correct entity and whether serving students outside of the terms of the petition and partnership violates the requirement for an exclusive partnership and whether that also causes violations of its petition in light of the ruling in the *Grossmont* case**

FCMAT's Assertion that Highlands Did Not Provide Instruction "Exclusively in Partnership" with WIOA

Both Education Code section 47612.1, subdivision (a) (relied upon by Highlands as an exception to the requirement of Education Code section 47612 that apportionment funding may be drawn for a pupil over 19 years of age only if that pupil is continuously enrolled in public school and makes satisfactory progress toward the award of a high school diploma) and Education Code section 47605.1, subdivision (g) (relied upon by Highlands as an exception to the geographic restrictions of Education Code section 47605, subdivision (a) restricting a charter school's choice of facilities locations to the boundaries of its authorizing district) require that any charter requiring on the exceptions in question must "provide[ ] instruction exclusively in partnership with" (among others) "[t]he federal Workforce Innovation and Opportunity Act (29 U.S.C. Sec. 3101 et seq.)" ("WIOA"). In the Audit Report, FCMAT concludes that Highlands may not have provided instruction "exclusively in partnership" with WIOA due to the fact that the partnership agreement entered into between Highlands and Greater Sacramento Urban League ("GSUL") (a WIOA provider) specified that "[s]tudents must meet following conditions for enrollment with HCCTS charter schools…[t]hey must not possess a U.S. High School Diploma [and] [t]hey must be age 22 or older." (Audit Report, pg. 15.) Specifically, the Audit Report provides that:

"FCMAT believes that HCCTS is not operating exclusively in partnership with GSUL, because it has enrolled and served

students outside the terms of the partnership agreement and is therefore not entitled to exemption from the provisions of EC 47612.1 [sic] regarding continuous enrollment and satisfactory." (Audit Report, pg. 17; see also pg. 22, incorporating by reference this analysis to the Education Code section 47605.1, subdivision (g) inquiry).

As an initial matter, Highlands notes that the inquiry under both section 47612.1, subdivision (a) and section 47605.1, subdivision is not (as FCMAT states) whether a charter school is "*operating* exclusively in partnership with" WIOA but rather whether the school "*provides instruction* exclusively in partnership with" WIOA. The difference in language, though subtle, is critical; the actual language of these statutes root the analysis in the manner of instruction provided as part of the partnership, not in any other aspect of the partnership between a charter school and a WIOA provider partner- for example, the age and diploma status of the pupils served by the charter school.

In this connection, it is worth considering that the *Grossmont Union High School District v. Julian Union School District, et al.* (San Diego Cty, 37-2015-000333720-CU-WM-CTL) ("*Grossmont*") decision (cited in the Audit Report on page 13) held that with respect to the question of whether instruction is provided in "exclusively in partnership" with WIOA "[w]hat is deemed critical in section 47605.1, subdivision (g) is the type of instruction provided, not the status of the students. Although the *Grossmont* decision is binding only on the defendants in that specific case (and not on other litigants in California generally or even San Diego County specifically, as mistakenly suggested in the Audit Report), insofar as FCMAT relied on the *Grossmont* decision to guide its analysis of whether Highlands has provided instruction "exclusively in partnership" with WIOA, it should be noted that the *Grossmont* decision actually **supports** Highlands' claim that it was providing instruction "exclusively in partnership" with WIOA. Specifically, the Audit Report does *not* find that the type of instruction provided to 21-year old students and those already possessing a high school diploma differed in any way from the instruction provided to other students at Highlands, and does not find that in providing educational services to these 80 students Highlands violated or otherwise operated outside those provisions of the Highlands-GSUL partnership agreement relating to the provision of instruction. In emphasizing the status of students (specifically their age and their possession of a high school diploma) in order to resolve the question of whether Highlands provided instruction "exclusively in partnership" with

WIOA, FCMAT has applied an interpretation of Ed. Code section 47605.1, subdivision (g) that runs directly counter to the *Grossmont* decision.

Moreover, for FCMAT's theory that a violation of any term of the charter school-WIOA provider partnership agreement means that any performance under the agreement that fails to meet any term of the agreement is not provided "in partnership" (thus compromising the "exclusive" partnership), one would have to accept a theory of contracts at variance with generally accepted contractual principles under law. For one, it is black letter law that a breach of contract, no matter how serious, does not by itself terminate, cancel or otherwise void a contract. Rather, a material breach empowers the non-breaching party to *choose* among a number of remedies, one of which is to simply ignore the breach and continue to treat the contract as binding. This makes practical sense; there are a great many "breaches" of an agreement that, although technically "in violation" of the language originally included by the parties nevertheless do not harm the non-breaching party and may even be seen as desirable by the non-breaching party. The law defers to the wishes of the non-breaching party and does not impose upon that party a remedy (for example, termination) that the party has not chosen for itself. If the non-breaching party does indeed ignore the "breach" and continue to treat the contract as binding in all respects, any subsequent contract performance, by either party, remains performance conducted pursuant to and under the terms of that contract. In a partnership agreement, that would mean all subsequent performance remains performance conducted "in partnership" unless and until the non-breaching partner seeks some other remedy.

Further, the facts are that Highlands **does** provide all of its students with instruction in partnership with WIOA. Highlands is the recipient of a WIOA Title II grant[1], which funds educational services in one or more of three core workforce areas: 1. Basic education; 2. Career technical education; and/or 3. English language development. Since the inception of Highlands, every student, **without exception,** has received educational services in one or more of those areas. SETA, for its part, is mandated by the provisions of WIOA to work with Highlands as a Title II grant recipient, in regard to such services. Highlands has also engaged with other WIOA agencies, such as Lao Family, Asian Resources and La Familia, to provide access to such educational services, in the same manner as with GSUL.

[1] It should also be noted that as a Title II grant recipient, HIGHLANDS itself is a WIOA provider.

In sum, all students at Highlands do receive educational services in partnership with a WIOA provider. To the extent that Highlands enrolled a small number of students who did not meet the specific parameters set forth in the partnership agreement between Highlands and GSUL, that does not change the nature of the services provided. GSUL could have sought an appropriate remedy by, for example, refusing to serve those pupils or seeking a termination of the agreement. GSUL did not do so, and continued to operate under the terms of the agreement (even with respect to those pupils), thereby continuing to provide instruction "exclusively in partnership" with Highlands.

FCMAT's Assertion that Highlands Did Not Enter into a Partnership with the Correct Entity

FCMAT suggests that perhaps Highlands did not enter into a partnership with the correct entity, yet also acknowledges that even the one archived CDE "Suggestions for Successful Partnerships" (the title of which clearly indicates that it is an advisory document, not a mandatory rule) it was able to find on this point does not address adult charter schools. Additionally, FCMAT notes that although the California Workforce Investment Board ("CWIB") instructed Highlands to seek an agreement with Sacramento Employment and Training Agency ("SETA"), SETA in turn directed Highlands to seek a partnership with GSUL. In short, FCMAT suggests that Highlands should have attempted to force upon SETA a partnership that SETA did not want and refuse a partnership with an entity that *did* indeed wish to enter such a partnership—a partnership that was, moreover, encouraged by SETA itself. Highlands respectfully suggests that in this regard FCMAT presents an unrealistic understanding of how lasting, successful, and universally beneficial partnerships are formed.

Moreover, it remains unclear why FCMAT believes Highlands would be required to follow the directive of SWIB that Highlands partner with SETA, yet not expected to follow (and, indeed, was expected to *ignore*) the directive of SETA that Highlands partner with a one-stop career center or American job center like GSUL.

FCMAT's Assertion that Highlands Violated its Petition by Not Specifically Stating that it Would be Operating at Particular Locations Pursuant to the Exception of Ed. Code section 47605.1, subdivision (g)

FCMAT states that Highlands may have violated its charter by failing to identify in its charter the out-of-district locations at which it was to operate, and to clearly specify that it would so operate pursuant to Education Code section 47605.1, subdivision (g). However, no provision of law requires that Highlands do so.

FCMAT cites to the *Grossmont* decision for this supposed requirement, but both the *Grossmont* decision and *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262 (the appellate decision on which the *Grossmont* decision was based-- see Audit Report pg. 22) concerned only the geographic restrictions on charter school *operations* and did not concern the question of what information must be included in a charter school petition. (*Anderson*, supra 4 Cal.App.5th at 283, fn. 7 ["AUHSD contends the Cottonwood Resource Center is barred because SSHS may not establish a location that is not identified in its charter. Because we have resolved the issue presented by the parties under the Charter Schools Act, we need not address this alternative contention."].)

- **Irregularities in instructional days**

  FCMAT correctly pointed out that all schedules and tracks met the instructional minutes and instructional day requirement. However, FCMAT discovered the instructional course offering Cosmetology program did not meet the instructional day requirement (Schedule K). One student failed to meet the instructional day requirement. FCMAT reported this to the Highlands' Executive Director who immediately implemented changes to correct the condition which was an administrative oversight.

  FCMAT referenced the potential error for all prior school years up to and including 2016-17 in the Cosmetology program. However, the Cosmetology program did not start until school year 2016-17.

  To ensure full compliance with all attendance accounting requirements, Highlands will work in collaboration with our independent audit firm to thoroughly review our compliance with minimum instructional minute/day requirements for the current and prior fiscal years, and we will prepare and submit any revised attendance forms required by our auditor.

- **Questionable acceptance for participation in ASAM**

FCMAT called into question whether the 70 percent threshold for Alternative Schools Accountability Model (ASAM) eligibility had been reached.

Highlands' board approved the ASAM Alternative Application on March 4, 2015 and was signed by the board president. On March 10, 2015, TRUSD Superintendent signed the application and forwarded to the California Department of Education (CDE). It was received on March 17, 2015 and approved on March 24, 2015. Subsequently, the CDE approved Highlands' new Dashboard Alternative School Status (DASS) commencing in the fall 2017 through the fall of 2019. DASS replaced ASAM effective school year 2017-18. In both application processes, Highlands, TRUSD and CDE have complied with the application data and procedural processes.

- **Inconsistent use of CASAS testing, which was the system identified as HIGHLANDS' alternative testing system in the ASAM program**

  The use of CASAS testing is a standard practice for most schools serving adults in California. Also, WIOA mandates the use of CASAS for reporting skill attainment for adult participants. FCMAT correctly reported Highlands has had inconsistent application of the test. Highlands has made a significant organizational commitment to correcting this issue. Each school year Highlands has shown substantial growth in tests administered. Over the last two school years, Highlands has hired three additional proctors and a lead proctor. Additionally, all site clerical administrative staff have been CASAS certified. These commitments will ensure compliance with DASS requirements. We welcome any input from TRUSD and will work collaboratively with TRUSD to incorporate any additional necessary changes.

- **Course outlines not approved by the HCCTS board yet used by the charter as credit toward the award of diplomas**

  Highlands' staff and administrators did report the outlines were being updated and would be presented for Board approval. Highlands is updating the course outlines as part of the process of adopting new curriculum and also updating our school wide learner outcomes as part of our Western Association of Schools and Colleges (WASC) self-study. Several outlines have been updated and were ready to go to the board for adoption in December of 2017, however, a decision was made to hold off on the adoption until needed updates pursuant to our WASC self-study were approved, which would also require further updates be completed. At the writing of this response, the expected date of our completion of the

self-study is December 2018. Our expectation is that academic outlines will be brought to the board for adoption early in the fall of 2018.

Although Highlands' course outlines have not been approved by its Board of Directors, at this time, they have been reviewed and approved by the Administration and Academic Leadership. Also, as an adult serving charter, we presently do not offer college prep A-G courses.

- **Lack of verification or data to support attainment of student skills and knowledge, and permitting subjective decisions, potentially subject to personal biases, about skills and knowledge attained**

FCMAT stated that evaluation is based upon a "variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolio." While it is true that course completion does not include an end of course evaluation such as a standardized test for each course, this does not necessarily mean the decisions made regarding skills, knowledge, or course completion are necessarily subjective. As was explained to FCMAT, the academic courses do have formative assessments that have been aligned to the state standards for the various units of study for the academic courses. For example, the U.S. History course has several standard aligned units of study, each of which has a school wide, formative assessment tool that is used as part of the completion process. As our students are a very mobile group, the staff decided to be sure we were using a more formative assessment as part of the assessment process throughout smaller units as a basis for some of the skills assessment. In this manner, we have one form of assessment that we can use to indicate proficiency for smaller units in a course. FCMAT did not ask to see any of these assessments.

In addition, these formative assessments are only one measure of assessment. As was quoted in the course outlines, evaluation measures include a variety of measures such as projects, teacher evaluations, work samples, etc. The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. In fact, one of the primary roles of providing instruction is to evaluate the student's proficiency and skills acquisition.

Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits. If it were, each high school and adult school across the state would be required to have every student pass a standardized course completion exam before the teacher issues credits for the course and that is clearly not the case. In fact, a survey of various local districts' course outlines will show these districts all include multiple measures in their course outlines as part of their course evaluations.

- **HIGHLANDS' use of CASAS testing results alone to determine whether a student qualified to graduate or to move to the next level of course work**

  FCMAT erroneously states that HIGHLANDS uses "HIGHLANDS test results alone to determine if a student qualified to graduate or move to the next level of course work." CASAS scores are one measurement of a student's proficiency and skills attainment; however, they are not the only measure. Using CASAS scores alone would be akin to a high school solely relying upon their results from the students' California Assessment of Student Performance and Progress (CAASP) tests to award course completion credits, a practice that is not done in any school that we are aware of. The use of CASAS scores to identify strengths, challenges and areas of need as an accountability measure is in alignment with how CAASP scores are used along with the State's accountability indicators.

  Highlands utilizes various methodologies to determine students' levels of academic success and ultimately their ability to graduate. These evaluations are based upon variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework and formative and summative test and criteria.
  The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. In fact, one of the primary roles of the teacher besides providing instruction, is to evaluate the student's proficiency and skills acquisition. Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits.

  While we feel that our assessment methodology is in full compliance with current guidance, we welcome any input from TRUSD and will work collaboratively with TRUSD to incorporate any necessary changes.

- **Problematic interpretation of CCR Title 5, and related granting of high school credits for GED testing to students outside the population identified in that law**

  FCMAT appears to be basing their reasoning on a statement on the California Department of Education ("CDE") website and language in the GED Program Policy Manual. The CDE statement lacks any legal authority and the GED Manual language is not relevant to the current circumstances.

  Highlands' practice of awarding specific academic class credit for students who have passed certain sections of the GED test is appropriate and not prohibited by state law. Despite FCMAT's claim that on CDE's website giving such credit is prohibited, there is no statutory authority to support this contention. Furthermore, the GED Program Policy Manual language does not specifically apply to test results and a representative of the company stated the Charter School has the discretion to award such credit. Additionally, even if giving such equivalency credit was expressly prohibited in Education Code section 51225.3, the Charter School would be exempt for the prohibition because of the Charter School waiver in section 47610.

- **Allowing a test taken in Spanish to substitute for a pre requisite in English**

  Students are awarded credits after passing either the English or Spanish version of the HiSET test with the exception of English language arts, if the test is taken in Spanish. FCMAT questioned the practice of awarding physical science course credits due to the pre-requisite of a ninth grade proficiency in English. All HiSET students are enrolled in high school. Transcripts are evaluated by Highlands' counselors and registrar. Credits are awarded from the HiSET on a case by case basis and are categorized as academic or elective as needed.

- **Conducting board votes via email in violation of the Brown Act**

  The report of voting by e-mail raises a Brown Act violation. However, the issue addressed was the "acceptance" of Linda Fowler as the LEA representative to the Board. The process of adding an authorizing district representative to the charter school's board differs from the method of electing board members in general, as an authorizer representative is appointed as per Ed Code and not elected or accepted by the charter's board. As TRUSD has the authority to appoint the

representative, Education Code Section 47604(b), any "acceptance" by the Highlands Board was not required.

Highlands has subsequently retained General Counsel, who ensures Brown Act compliance for all Highlands' board activities. Board members have also been provided with Brown Act reference materials, and may participate in yearly meetings held by CCSA and/or CSDC which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

- **Conflict of interest issues involving an HCCTS board member who was also a board member of its charter authorizer. When a contract with that board member's firm came before the board, that board member failed to remove herself from the room and offered comment and information about the contract from the dais.**

When this occurred, Highlands did not have General Counsel to advise on conflict of interest issues, which it now does. Highlands view is that if any ethics violation occurred, it was as a result of Board members not fully understanding the requirements in regard to participation by Board members regarding matters in which there is an actual or potential conflict of interest. It should be noted, that there is no indication that any Board member who was in such a position, actually voted or attempted to influence Board action, and in fact, the record shows that any such member abstained from voting. The FCMAT report also notes that the Board took prompt action to void the contract from which the potential conflict arose.

With retention of General Counsel to advise on conflict matters, along with training available to Board members as discussed above, Highlands has, and will continue to be proactive to prevent any actual or potential conflicts of interest.

FCMAT also raised the issue of whether appointment of a TRUSD Board member to the Highlands Board created a conflict under Government Code section 1090, which codifies the common law doctrine of incompatible offices held by a public official, and section 1126(a), which addresses incompatible activities on part of a "local agency officer or employee". As appointment of the LEA representative lies with TRUSD, and not Highlands, these are issues which should be addressed by TRUSD. That said, if such an issue were to again arise, Highlands would make any concerns known to TRUSD. Further, it is not clear that either

code section applies to the Highlands' Board, as Highlands is a non-profit corporation.

Within the conflict of interest findings, FCMAT made reference to "undescribed litigation", as a complicating factor. The reference is incorrect, as no litigation was filed. Angelica Tellechea, doing business as LAED Consulting, claimed that following the revocation of the Highlands/LAED contract in November, 2014, she, at the request of former corporate President Mike Brunelle, continued to act on Highlands' behalf in seeking to obtain grant funding from CDE, and demanded payment for services rendered. General Counsel confirmed that written authorization, signed by Mr. Brunelle, confirming her authority to act on Highlands' behalf, was sent to CDE. Also, a second letter signed by then Vice President, Ward Allen, confirmed Tellechea's authority.

With confirmation of the authority granted to Tellechea, and after receiving the demand from Tellechea, General Counsel was authorized to negotiate a settlement, within Board set limits, with her. That settlement was reached and a release was signed by Tellechea on 9/4/15.

Going forward, Highlands will not enter into any consulting contracts or agreements that are deemed to be a real or potential violation of conflict of interest laws, and our General Counsel will ensure that all Board activities are conducted to prevent such conflicts of interest from arising.

- **Conflict of interest and payroll issues related to approval of consultant contracts to individuals who are also employees of HIGHLANDS**

  Following appointment of General Counsel, and on advice received, Highlands determined that the contracts in question were void, and did not make any payments then due under the contracts.

- **Possible violations of the Penal Code by allowing raffles to be held at the charter**

  Highlands has never sold raffle tickets. On two occasions, Highlands issued numbered tickets to students to be eligible to win attendance based prizes.

- **Questionable fiscal practices such as:**

  - **Payment of personal attorney fees for a board member from charter funds without board approval**

A demand was made for indemnity and defense of the Fair Political Practices Commission (FPPC) investigation (which is ongoing) and which included allegations of acts/omissions on board member's part as a Highlands Board member. Corporations Code § 5238 allows for indemnification of a board member. Under subdivision (f), expenses incurred may be advanced by the corporation, if the indemnitee enters into an undertaking that any expenses so advanced will be re-paid, if it is ultimately determined that the indemnitee did not qualify for indemnity under the statute.

Under subdivision (d), if the indemnitee is successful in defense of a proceeding, or part thereof, indemnity is mandatory.

Following Board authorization to make payments as allowed by subdivision (f), the board member entered into such an agreement on May 5, 2016. The agreement limits any advance payments to expenses incurred in the FPPC investigation only, and requires that board member provide copies of billings from her attorneys. Those bills were reviewed by General Counsel, and of the approximately $30,000.00 billed to board member, $14,979.03 was paid.

- **Payment of an employees' personal car repairs from charter funds and without board approval**

Highlands' board approval was not necessary due to the nature of the reimbursement; therefore, the Executive Director's approval was appropriate. The employee was receiving mileage reimbursement for normal wear and tear on her vehicle while performing her duties as a custodian servicing multiple sites. Unfortunately, the employee was using her vehicle in an extraordinary way. She was transporting tables, chairs, janitorial supplies and chemicals, and other items as deemed necessary to complete her job. Highlands was unable to provide a company vehicle. The employee's vehicle sustained significant wear and tear which was inconsistent with normal operator use. It was deemed appropriate by the Executive Director to authorize the needed repairs to ensure the school had transportation for the employee to complete her duties and operational needs.

The decision to pay for the vehicle repairs was based on prior experience authorizing expenditures as a State supervisor and training received consistent with the State Contracting Manual.

Additionally, the California Supreme Court has ruled consistently in this arena.

The California Supreme Court has held that an employer can reimburse for vehicle expenses via a lump-sum payment. Employers should be warned however that if they utilize the IRS mileage rate or a lump-sum payment, and the employee can show that the chosen method does not cover all actual expenses incurred, the employer will be liable for the difference.

- **Providing gifts to students in violation of the charter's board policy**

  Board policy 140106-VII-D states the charter may award students who have demonstrated excellence with equipment that does not exceed two hundred dollars. Examples of excellence may include perfect attendance for a set period of time, high grades, passing an industry recognized exam, etcetera. There were approximately five laptops awarded that exceeded the two hundred dollar threshold by approximately twenty dollars with tax and recycling fee included. On February 23, 2018, a letter from Highlands Executive Director to Executive Staff at TRUSD reported the incidents and no further incidents have occurred. The Executive Director informed Highlands Board of Directors of the issue and corrective actions.

  FCMAT also asserted that after their field work was competed they received information from a confidential informant that Highlands provided $500 gift cards, big screen plasma televisions and Target gift cards to students to generate attendance. This information is false and these awards never took place. Rather than expand the investigation to confirm the validity of this claim, FCMAT simply repeated the unfounded allegation as a finding in their report.

- **Implementing hiring practices in violation of the law, which allowed convicted felons to have access not only to HIGHLANDS students and staff but also to the minor children in its child development program**

  On January 23, 2018, Executive Staff at TRUSD contacted the Executive Director of Highlands regarding the background clearance process of two employees. Highlands' petition mandates compliance with Ed Code Section 45125.1 and 44237. The two identified employees were immediately placed on paid administrative leave pending investigation.

On January 30, 2018, Executive Staff from TRUSD and the Executive Director of Highlands met to discuss potential remedies to the issue. Both employees were former students and graduates of Highlands. One employee was a known felon to the Executive Director and the other was not, due to her offense occurring in another state approximately seventeen years prior. Neither employee was a Penal Code Section 290 sex offender.

After completing the investigation, both employees were terminated. Highlands established additional control measures to ensure compliance with the Ed Code. Classified staff now submits to a California and multi state live scan prior to employment. The multi-state search should ensure all convictions are reported.

FCMAT made two serious and erroneous statements within the hiring practices heading on (pg. 47). FCMAT reported through a confidential informant that a Highlands Administrator was aware of the felony conviction of the employee and was his Parole Agent. This assertion is impossible. Although, a Highlands Administrator was a Parole Agent, he retired five years prior to him becoming a parolee and had no previous relationship.

Additionally, FCMAT reported that an employee working in the Early Childhood Education program was a gang member and a convicted felon. This allegation is erroneous. The employee in question is a graduate of Highlands and is presently employed. Prior to her employment, she submitted a California and multi-state live scan on March 1, 2017 and it was forwarded to the California Teaching Commission. Her live scan reflected a misdemeanor offense and she is not a gang member.

- **Allegations of sexual harassment by HIGHLANDS administrators**

Highlands Board of Directors originally approved the sexual harassment policy on June 1, 2013. The policy was revised and re-approved on April 1, 2016. Highlands is committed to providing an unlawful harassment and sexual harassment free workplace. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of Highlands' sexual harassment policy, additional site based sexual harassment training to all staff, and annual training facilitated through "Safe Schools" online program.

In April 2018, Executive Staff at TRUSD contacted the Executive Director at Highlands with information that a confidential informant stated an administrator was grooming the Human Resource Generalist for a sexual

relationship. On April 6, 2018, the Generalist was interviewed pertaining to the allegation. She denied ever experiencing sexual harassment or feeling groomed/manipulated by the Administrator for a sexual relationship.

Any complaint of unlawful harassment, discrimination or sexual harassment, has been actively investigated by Highlands, to include, where appropriate, retention of outside investigators. As the result of one such investigation the offending employee was terminated.

- **Use of "Confidential Informants"**

Highlands notes that on several issues, FCMAT made findings based on information received from "confidential informants." Not only are such findings troubling in the absence of any indicia of the informant's reliability, but some of these allegations had already been raised to Highlands and responded to directly with TRUSD. For example, the section on "Hiring Practices" does not reflect that Highlands worked closely with TRUSD to address the issue of employees having felony convictions, and contrary to the FCMAT report, in agreement with TRUSD's position, Highlands terminated the employees. Similarly, the reference to expensive gifts being given to students to encourage attendance, which is not true, had been addressed with TRUSD by the Executive Director.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Highlands appreciates the opportunity to respond the FCMAT audit. The successful partnership between Highlands and the Twin Rivers Unified School District in providing outstanding educational services to the community is essential. With that responsibility, I will endeavor to provide these services with great respect to that responsibility.

Should you have any questions or concerns, please do not hesitate to contact me at erniedaniels7@gmail.com.

Ernie Daniels

ERNIE DANIELS
Corporate President
Highlands Community Charter School

Exhibit F

Fiscal Mismanagement: San Diego Administrative Site

From: Natasha Lutsik
To: Sharilyn.Marshall
Subject: Updated HCCTS Site List
Date: Wednesday, March 1, 2023 6:25:10 PM
Attachments: HCCTS [redacted] (6).docx

Hi Shari,

Attached please find the most up to date HCCTS site list. Locations highlighted in yellow are the ones that have opened up since August 2022 (the last time we provided you with a site update).

Please let me know if you have any questions.

Thank you,

--

Natasha Lutsik | Director of Executive Services
a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283 | **c:** 916.213.5814
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCTS SITE LIST

01. **24th (St. Anne's) |** 7720 24th Street, Sacramento, CA 95832
02. **65th St (Bach Viet South) |** 6853 65th Street, Suite C, Sacramento, CA 95828
03. **Arden |** 901 Arden Way, Sacramento, CA 95815
04. **Arden 2 |** 2260 Boxwood Street, Sacramento, CA 95815
05. **ARI Elder Creek (ARI South) |** 6270 Elder Creek Road, Sacramento, CA 95824
06. **ARI Sunrise (ARI North) |** 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
07. **Asher |** 1215 Howe Avenue, #101, Sacramento, CA 95825
08. **Auburn |** 4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841
09. **Bowling |** 7171 Bowling Drive, #1120, Sacramento, CA 95823
10. **Capitol Mall |** 555 Capitol Mall, #725, Sacramento, California, 95814
11. **Capitol Mall |** 555 Capitol Mall, #735, Sacramento, California, 95814
12. **Capitol Mall |** 555 Capitol Mall, #1275, Sacramento, California, 95814
13. **Clay Street |** 3805 Clay Street, Sacramento, CA 95838
14. **College Oak (SALAM) |** 4545 College Oak Drive, Sacramento, CA 95841
15. **Del Paso (Calvary Christian) |** 1100 Las Palmas Avenue, Sacramento, CA 95815
16. **Edison (St. Matthew's) |** 2300 Edison Avenue, Sacramento, CA 95821
17. **El Camino |** 4813 El Camino Avenue, Suite A & B, Carmichael, CA 95608
18. **Fair Oaks (Pavilions South) |** 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
19. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
20. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825
21. **Florin Rd |** 3801 Florin Road, Suite 107, Sacramento, CA 95823
22. **Folsom Blvd |** 10017 Folsom Blvd, Sacramento, CA 95827
23. **Folsom 2 |** 9555 Folsom Blvd, Suite E & F, Sacramento, CA 95827
24. **Garden Grove |** 10121 Westminster Avenue, Garden Grove, CA 92843
25. **Grand Avenue |** 1333 Grand Avenue, Sacramento, CA 95838
26. **Gurnick |** 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
27. **Hemlock - TRLCC |** 5537 Hemlock Street, Sacramento, CA 95841
28. **Hillsdale |** 5655 Hillsdale Boulevard, Suite 1, Sacramento, CA 95842

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

29. **Hillsdale 2 |** 5655 Hillsdale Boulevard, Suite 9, Sacramento, CA 95842
30. **Howe Avenue |** 1111 Howe Avenue, #115, Sacramento, CA 95825
31. **Howe Avenue |** 1111 Howe Avenue, #630, Sacramento, CA 95825
32. **Howe Avenue |** 1111 Howe Avenue, #655, Sacramento, CA 95825
33. **Hurley |** 3205 Hurley Way, Sacramento, CA 95864
34. **Industrial |** 8180 Industrial Pkwy, Sacramento, CA 95824
35. **Jackson (Bethany) |** 9880 Jackson Road, Sacramento, CA 95827
36. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
37. **Lao Family - Oakland 2 |** 8480 Edes Avenue, Oakland, CA 94621
38. **Larkspur 1 (Bach Viet Larkspur) |** 1100 Fulton Avenue, #F, Sacramento, CA 95825
39. **Larkspur 2 (Bach Viet North) |** 1050 Fulton Avenue, #110, Sacramento, CA 95825
40. **Maple |** 3301 37th Avenue, Sacramento, CA 95824
41. **Maple 2 (St. Rose) |** 5961 Franklin Blvd, Sacramento, CA 95824
42. **Marconi 2 |** 3727 Marconi Ave, Sacramento, CA 95821
43. **Marysville |** 715 C Street, Marysville, CA 95901
44. **McClellan |** 3144 Palm Street, Building 826, McClellan Park, CA 95652
45. **McClellan 2 |** 5411 Luce Ave, Unit 242, McClellan, CA 95652
46. **North Laguna |** 8211 Bruceville Rd, #115, Sacramento, CA 95823
47. **North Laguna 2 |** 8211 Bruceville Rd, #125, Sacramento, CA 95823
48. **Norwood |** 431 Hayes Avenue, Sacramento, CA 95838
49. **Oak Park |** 2520 33rd St, Sacramento, CA 95817
50. **Oxnard |** 328 West Third Street, Oxnard, CA 93030
51. **Rosemont (Saint John's)**
52. **San Diego |** 406 9th Avenue, Suite 310, San Diego, CA 92101
53. **San Pablo |** 1964 Rumrill Blvd, San Pablo, CA 94806
54. **SHRA - Marina Vista |** 30 Seavey Circle, Sacramento, CA 95818
55. **South Side Park (OLOG) |** 711 T Street, Sacramento, CA 95811
56. **West Sac (Holy Cross) |** 800 Todhunter Avenue, West Sacramento, CA 95605
57. **Whitney (Faith Legacy) |** 3532 Whitney Avenue, Sacramento, CA 95821
58. **Whitney 2 |** 3319 Watt Avenue, Sacramento, CA 95821

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

59. **Yuba City |** 229 Clark Avenue, Suite Q, Yuba City, CA 95991
60. **Yuba City |** 229 Clark Avenue, Suite V, Yuba City, CA 95991

CICA SITE LIST

01. **24th (St. Anne's) |** 7720 24th Street, Sacramento, CA 95832
02. **Auburn Blvd |** 4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841
03. **Bowling |** 7171 Bowling Drive, #1120, Sacramento, CA 95823 *(CICA-only)*
04. **Clay Street |** 3805 Clay Street, Sacramento, CA 95838 *(CICA-only)*
05. **Del Paso (Calvary Christian) |** 1100 Las Palmas Avenue, Sacramento, CA 95815
06. **Florin Rd |** 3801 Florin Road, Suite 107, Sacramento, CA 95823 *(CICA-only)*
07. **Folsom Blvd |** 10017 Folsom Blvd, Sacramento, CA 95827
08. **Grand Avenue |** 1333 Grand Avenue, Sacramento, CA 95838
09. **Hillsdale 2 |** 5655 Hillsdale Boulevard, Suite 9, Sacramento, CA 95842 *(CICA-only)*
10. **Howe Avenue |** 1111 Howe Avenue, #630, Sacramento, CA 95825 *(CICA-only)*
11. **Hurley |** 3205 Hurley Way, Sacramento, CA 95864
12. **Industrial |** 8180 Industrial Pkwy, Sacramento, CA 95824
13. **Jackson (Bethany) |** 9880 Jackson Road, Sacramento, CA 95827 *(CICA-only)*
14. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
15. **Maple 2 (St. Rose) |** 5961 Franklin Blvd, Sacramento, CA 95824
16. **Marysville |** Notre Dame: 715 C Street, Marysville, CA 95901
17. **McClellan |** 3144 Palm Street, Building 826, McClellan Park, CA 95652
18. **North Laguna 2 |** 8211 Bruceville Rd, #125, Sacramento, CA 95823
19. **Rosemont (Saint John's)**
20. **SHRA - Marina Vista |** 30 Seavey Circle, Sacramento, CA 95818 *(CICA-only)*
21. **West Sac (Holy Cross) |** 800 Todhunter Avenue, West Sacramento, CA 95605

UPDATED | 2.23.23

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 23, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern/ Request for Information - Marysville 2 Location Response from April 5, 2024

We have prepared the following report in response to the notice of concern/request for information regarding the Marysville 2 location. It also addresses questions and concerns about the HCCTS CTE program at Marysville 2, the lease, and the health and safety of our students.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Timeline Marysville 2

On May 1, 2023 the original lease with Marysville and Highlands was written and was fully executed at $2,000 per month.

CTE Programs at Marysville 2

At Highlands we currently have two CTE programs that will utilize the Marysville 2 baseball field.

1. Landscaping
2. Sports Officiating

Landscaping

Highlands Community Charter School is still in the process of creating the landscaping CTE program.

Progress has been made in the following ways:

- An Edjoin post was made on April 9, 2024 to hire a Landscaping instructor, for which only one applicant applied and was unqualified for the role
- The landscaping course description written and approved by the HCCTS board of directors in June 2024
- Through our research into the landscaping business, we have learned that landscaping jobs over $500 require students to hold a contractor's license, so our Director of CTE is looking into options for students to also obtain their contractor's license

Sports Officiating

Sports Officiating started at Highlands in 2022 under the direction of Russel Patty, who has 20 years of experience in this field. This program has historically been offered to students at our Del Paso location located at 1100 Las Palmas Avenue, Sacramento, CA 95815 which contains indoor and outdoor facilities. Students learn how to officiate the following sports: volleyball, softball, baseball, and football. Currently, 8 students enrolled in this program will finish their cohort on July 17, 2024. In August of 2024, Highlands will expand the sports officiating CTE program at the Marysville 2 location in order to attract new students and increase enrollment and CTE completion. Through this program, students are able to earn their General Sports Officiating Certificate in the sports they study at Highlands. Additionally, they are eligible to receive a certificate from the National Federation of High School Sports which includes training in different subjects such as:

- Concessions
- Sportsmanship

- Bullying
- Social Media
- Heat Illness

The program lasts ten weeks and is scheduled from Monday through Thursday. Highlands maintains excellent relationships with professional organizations connected to sports officiating. Once students complete the program, they are recruited to work for high schools, private businesses, and parks and recreation.

The Lease

The original lease agreement between Highlands Community Charter School and the City of Marysville was dated May 1, 2023. In the original deal drafted, the contracted monthly payment was listed at $5,000. However, this lease agreement was not fully executed and was renegotiated to $2,000 per month for three years with a 3% yearly increase and the option for renewal.

Typically Highlands Community Charter School will establish a lease agreement or MOU with a facility approximately three months prior to occupying a student-serving space or office space. For the health and safety of our students and staff, the HCCTS facilities and maintenance team, safety team, and IT team check the facility during the previous months before the opening to ensure that everything is set up and ready to be utilized. This is considered a common practice at HCCTS. It is not a typical business practice to lease a space more than three to six months before the opening unless the site or facility requires extensive renovation or repairs.

Student Health & Safety

Student health and wellness is a top priority at HCCTS. We ensure that all students have access to a safe learning environment, including protection from extreme weather conditions such as extreme heat, rain, or snow. While the Marysville 2 baseball field is part of the CTE program, students also have access to our Highlands classrooms located at our Marysville 1 site at 715 C Street Marysville, CA 95901.

The 2024-2025 School Year

Moving forward in the new school year, HCCTS will inform TRUSD regarding the start dates of new CTE programs and the number of students who are currently enrolled or expected to enroll in the CTE programs.

Next Steps

- Human Resouces will post the position on Indeed in an effort to attract more landscaping professionals

- Advertise the landscaping CTE program in Marysville and Yuba City
- Highlands will meet with the City of Marysville to review this contract

Attachments

Attached you will find the following:

- The fully executed lease agreement which shows $2,000 per month
- A list of payments from Highlands to the City of Marysville which shows the $2,000 payments
- The CTE Course Outline for Landscaping
- The CTE Course Outline for Sports Officiating

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 18, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Material Revision

Dear Ryan DiGiulio,

On October 17, 2024, the HCCTS Board of Directors approved the revised SY 2024-2025 site list. The approved locations have been renamed and reorganized to better demonstrate their location by using the street, avenue, etc. name if possible.

This letter serves as a notice of material revision for both HCCS and CICA for adding the following locations:

Folsom Blvd. | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
Peacekeeper Way | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*

And closing the locations listed below:

El Camino | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
Fair Oaks 2 | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
Folsom 2 | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
Marysville 2 | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
S. Lake Tahoe | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

The current location count is as follows:

HCCS Locations- 24
CICA Locations – 6

HCCS & CICA Locations – 13
Total Resource Centers – 43

External CTE Locations – 5
Total Instructional Locations – 48

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



BILL MCGUIRE
Executive Director
Highlands Community Charter and Technical Schools

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

**CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave. |** 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr. |** 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way |** 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St. |** 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd. |** 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino |** 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE

406 9th Ave, Suites 211, 304, 310 | San Diego, CA 92101



Jordan Williams | Lic. No. 01717714
Jordan@stromcommercial.com
(619) 243-1244

Atticus Hickok | Lic. No. 01994259
Atticus@stromcommercial.com
(619) 243-1244

STROM | COMMERCIAL

TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE

SUITES 211, 304 & 310 OVERVIEW

WATCH A GAME FROM YOUR BALCONY

Suites 310 includes a dedicated balcony with unparalleled views of Petco Park



712 - 1,165 SF OF OFFICE SPACE

Suite 211: ± 1,165 sf

Suite 310: ± 1,068 sf

Suite 304: ± 712 sf



Prices

Suite 211: $705,000

Suite 310: $725,000

Suite 304: $395,000

PRIVATE RESTROOMS

Jordan Williams | Lic. No. 01717714
Jordan@stromcommercial.com
(619) 243-1244

Atticus Hickok | Lic. No. 01994259
Atticus@stromcommercial.com
(619) 243-1244

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TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE





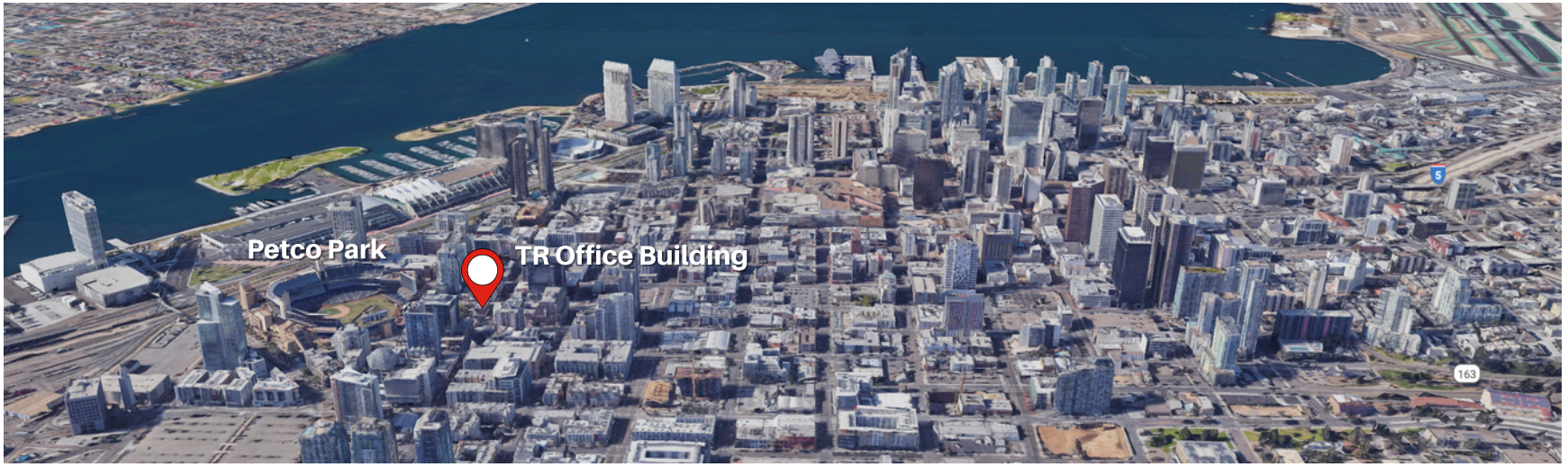

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Exhibit G

Fiscal Mismanagement: Marysville 2 Location

HCCTS Marysville 2
Timeline of Events

Date	Topic	Notes
March 5, 2024	TRUSD Internal Email	Scott Leaman, TRUSD Site visit contractor notified the District that the Marysville 2 location at 1431 C Street, Marysville CA was a baseball field. He provided additional information about the site based on an online records search.
March 6, 2024	TRUSD Internal Email	Mr. Leaman notified the District that the contact person for the Marysville 2 location stated that there were not students enrolled.
March 14, 2024	TRUSD Issued a Notice of Concern	The District notified HCCTS of this concern. The letter required HCCTS to provide a response and supporting documentation.
April 5, 2024	HCCTS Replied to the Districts March 14 Notice of Concern	HCCTS provided a 31-page response outlining the purpose for the sponsorship of the baseball field and describing the CTE program that had been planned for the location. It included a copy of the lease agreement.
June 17, 2024	TRUSD Issued a Notice of Concern/Request for Information responding to HCCTS' April 5 letter.	The District outlined additional concerns and required HCCTS to provide a response to the concerns as well as documentation to support their response.
July 23, 2024	HCCTS Responded to the District's June 17 Notice of Concern	HCCTS provided a 30-page response and included the fully executed copy of the lease agreement, a list of payments to the City of Marysville, and information regarding the CTE courses that were planned for the location.
August 15, 2024	TRUSD Issued a Notice of Concern/Request for Information responding to HCCTS' July 12 letter.	The District outlined additional concerns and required HCCTS to provide more information and supporting documentation related to the concerns.
September 24, 2024	TRUSD Emailed HCCTS Regarding Failure to Respond	TRUSD sent an email to HCCTS notifying them that they had failed to respond by the September 20, 2024 deadline. TRUSD outlined a new deadline of October 7, 2024.
September 25, 2024	HCCTS responded on 9/25 with a letter dated 9/24.	HCCTS outlined the sponsorship benefits and provided additional information about the CTE programs.
October 1, 2024	TRUSD responded to HCCTS' September 25 letter.	The District requested that HCCTS provide an update regarding HCCTS future plans for the location.
January 14, 2025	HCCTS sent a Letter to TRUSD	HCCTS provided an update to the District and included a copy of the termination agreement,

		which included the requirement for HCCTS to continue to make equal lease payments from December 1, 2024 thorough April 30, 2026 in the amount of $33,639.80
February 19, 2025	TRUSD issued a Notice of Concern	TRUSD listed multiple concerns and required additional actions.
February 20, 2025	HCCTS Email responding to the District's February 19 Notice.	HCCTS stated they would respond to the District's notice by April 25, 2025.
February 21, 2025	TRUSD provided an email response to HCCTS' February 20 email	The District disagreed with HCCTS April 25 response timeline and required a response by March 24, 2025 instead.
March 21, 2025	HCCTS sent a Letter responding to the District's February 19 Notice	HCCTS' responses included information about the termination agreement and HCCTS employees who participated in a special event at the Marysville 2 baseball field,
March 24, 2025	The District emailed HCCTS	The District requested clarification regard the VIP tickets mentioned in past correspondence.
March 25, 2025	HCCTS Responded to the District's March 24 email.	HCCTS stated that their employees did not use any of the VIP tickets.

From: Sharilyn.Marshall
To: Gina.Carreon; Lori.Grace; Ryan.DiGiulio
Subject: FW: Article about Marysville CTE Site
Date: Wednesday, March 6, 2024 8:22:00 AM
Attachments: image002.png
image003.png
image001.png
image004.png

Good Morning,

Please see Scott's email below regarding the HCCTS site visit to Marysville.

Site Visits Overall

- Going well and HCCTS employees are welcoming.
- Oxnard visits went great.
- Marysville (715 C street): seemed okay and programs are very similar to Oxnard. CICA and HCCTS are both located at this site.

Dis-Enrollment Policies

- HCCTS disenrolls after a student is absent for 20 days (on the 21st day)
- CICA disenrolls if students do not complete at least 2 work assignments in a month.

Marysville (715 C St):

- Students must complete at least 2 work samples per month. If 2 samples are completed for the month, then the student is marked present for the whole month and ADA is collected. Scott continues to collect information on this policy and the flexibility of disenrolling students.

- CICA ADA seems a bit high, but you are waiting for an email from the principal to get the accurate percentage. HCCTS at the site is reporting similar ADA to Oxnard.

Marysville 2 (1431 C Street):

- You drove to the site and it was a "full blown, minor league baseball field". There were workers working on it.
- You were curious so you went online and found an article (included in the email below) which outlined that HCCS gave $25,000 to refurbish the field ($12,500 went to the Marysville Drakes to sponsor them or donate to them).

From: Sharilyn.Marshall
To: Gina.Carreon; Lori.Grace; Ryan.DiGiulio
Subject: FW: CTE site in Marysville
Date: Wednesday, March 6, 2024 11:40:00 AM
Attachments: [redacted]

RE: Update to HCCTS Marysville 2 Locations

Good Morning,

Scott spoke with Rich Henning, the contact person at the HCCTS Marysville 2 location (baseball field). Scott said: *"I spoke with Rich Henning and there are no students enrolled at the site. They hoped to get programs such as landscaping and culinary at the site but that has not happened. It was a short interview."*

Shari Marshall
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Scott Leaman <scott@rylandsbc.com>
Sent: Wednesday, March 6, 2024 11:37 AM
To: Sharilyn.Marshall <Sharilyn.Marshall@trusd.net>
Cc: Terri Ryland <terri@rylandsbc.com>
Subject: CTE site in Marysville

Caution: This Message Is From an External Sender Report Suspicious
Please take care when clicking links or opening attachments.

I wanted to follow up with an email based on our protocol about the HCCTS CTE site in Marysville. This is in addition to the conversation we had yesterday.

I spoke with Rich Henning and there are no students enrolled at the site. They hoped to get

programs such as landscaping and culinary at the site but that has not happened. It was a short interview.

Thank you!!

Scott M Leaman, Financial Program Consultant
Ryland | Strategic Business Consulting
8334 Parus Way, Granite Bay, CA 95746
(916) 652-7165 office (916) 214-1222 mobile
www.rylandsbc.com

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Member

Rebecca Sandoval
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 14, 2024

Via Email and U.S. Mail

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838-3654
murdock.smith@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt – sondrabetancourt@gmail.com
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

Re: Notice of Concern and Request for Information – "Marysville 2" Location

Dear Mr. Murdock and Board Members:

As the authorizing entity for the Highlands Community Charter School ("HCCS") operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCS in compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

The District requests that HCCTS respond to the following concerns/requests for information by no later than 5:00 PM on April 5, 2024. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

HCCS "Marysville 2" Site.

The "Marysville 2" HCCS site located at 1431 C Street, Marysville CA 95901 is listed in Exhibit "B" "HCCS Facilities Site List" of the recently executed/approved MOU Amendment No. 3 between the District and HCCTS regarding the operations of HCCS. In a site list provided to the District on December 29, 2023, HCCTS represented that the Marysville 2 site is for HCCS CTE programs.

However, it has come to the District's attention, following a site visit by our consultant on March 4, 2024, that the Marysville 2 site is not a facility, but rather a baseball field. When asked about the Marysville 2 sites, the Principal of the Marysville Site (located at 715 C Street, Marysville, CA 95901) indicated she was not aware of the 1431 Marysville site. After a search of public information regarding the baseball field, the District learned that HCCTS donated $25,000 to sponsor facility upgrades to the field with $12,500 going to sponsor a baseball team called the Marysville Drakes. The Marysville Drakes is a professional privately operated baseball team formed in 2022 (began playing in 2023) and is based in Marysville. https://www.marysvilledrakes.com/

Action Needed

- Respond to the District regarding the aforementioned concerns. This includes providing an explanation for the discrepancy between the information provided to the District about the Marysville 2 site location and its current use as a baseball field instead of a facility. Specifically, HCCTS needs to clarify how this site is affiliated with HCCS, detail the provision of CTE programs at the location, and identify the assigned HCCS administrator for this site.
- The District also expects HCCTS to furnish a comprehensive explanation and breakdown of the $25,000 donation. This should include clarification on how the donation, which benefited a private organization, aligns with applicable laws, particularly addressing the prohibition against the use of public funds for gifts.

Please contact Sharilyn Marshall (sharilyn.marshall@trusd.net) if you need any clarification regarding the above items requested. Thank you for your attention to this information request and for your anticipated cooperation.

Sincerely,

Steve Martinez, Ed.D.
Superintendent, Twin Rivers Unified

cc: Matthew Lemos, Director of Fiscal Services, HCCTS, matthew.lemos@hccts.org
Susan Park, Director, California Department of Education, spark@cde.ca.gov
David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net
Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org
Twin Rivers Unified Board of Trustees:
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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 5, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Request for Information – Marysville 2

We have prepared the following report in response to the request for information. The report addresses questions and concerns related to the Marysville 2 location.

If you have any additional questions or concerns, please do not hesitate to contact me at 916-335-1771 or via email at murdock.smith@hccts.org.

Thank you,

MURDOCK SMITH
Executive Director
Highlands Community Charter and Technical Schools

The Marysville 2 baseball stadium is located at 1431 C Street, Marysville, CA 95901. We first sponsored it and added it to the updated site list and MOU amendment #3 because we plan to serve students at this location through a career and technical education program.

The Sponsorship

Highlands Community Charter School sponsored the baseball stadium for $25,000 in the spring/summer of 2023. The MOU was dated March 11, 2023. With the sponsorship, Highlands hoped to attract new students to our local Marysville and Yuba City campuses.

Below are the benefits of sponsorship for Highlands:

- The field name will be “It’s Never Too Late…” Field with logo graphic provided by HCCTS
- HCCTS will designate a series of home games with allowance to set up, manage, and maintain student recruitment stations
- HCCTS Graphics will be used on game programs, snack bar menus or other printed materials pertaining to Drake's home games
- Banner or painted graphic to be placed on right-center field wall with HCCTS designated logo
- Designated HCCTS Painted Graphic on a home-field dugout
- On Deck Circle Rug with HCCTS, "It's Never Too Late…” Graphic on Home and Visitors station
- 6 VIP Tickets will be made available for 2023 scheduled home games. Optional tickets for visiting tickets to all affiliate Pecos League Team games. Given a written request for those tickets five days in advance of the game desired
- Notification of the Drakes employment for team support positions for local Highlands students or students of Highlands students 16 years or older to be interviewed for potential hire
- ‘It’s Never Too Late…’ HCCTS Logo patch placed on team game day uniforms/or/game day hat.

- HCCTS Branding displayed on game day tickets

- One designated HCCTS Group Night

The Career Technical Education (CTE) Program

Highlands Community Charter School currently has an MOU with the city of Marysville. The MOU began on May 1, 2023, and allows us to lease Bryant Field for our planned CTE program. The lease is for $5,000 monthly rent.

All CTE programs at Highlands are overseen by our Director of Workforce Readiness, Lee Farrand. The CTE program also has its own principal, Elvira Harris. Both Lee Farrand and Elvira Harris are experts in workforce development and oversee the creation and implementation of all CTE programs for Highlands and CICA. The Principal for Marysville 1, Khrystsina Talstyka, has a master's degree in teaching and is an expert in language acquisition, but she has no involvement or supervision in the development or implementation of new CTE programs.

Through our educational partner feedback, students have asked for landscape design and agriculture training. Based on their requests, we plan to build a CTE program around them.

The vision for the Baseball Field CTE program was to:

- Create a landscaping CTE program
- Goal to have it available at three locations: Marysville, Grand, West Sacramento
- Complete the Qualified Applicator License (QAL)
- Train students how to use fertilizers to spray the grounds
- Incorporate food service and hospitality into the concession stands
- Parks & recreation training and employment

The CTE team has recently launched several new CTE programs. These programs took longer than expected to launch but include the following:

- A Welding program at Grand Avenue
- CNA program at Grand Avenue
- Culinary program at Oak Park and West Sacramento

The estimated start date for our landscaping program is July 2024.

Highlands is not knowledgeable, nor have a record of how the money was

allocated by the Drakes or the City of Marysville after payments were made.

We currently have a partnership agreement with the Sutter County Office of Education to provide an array of CTE programs and pathways, including but not limited to:

- Medical Assisting
- CNA
- Phlebotomy
- Cosmetology
- Dental Assistant

As part of our CTE expansion plan, we planned to include additional in Yuba/ Sutter Counties.

The MOU for the sponsorship, the lease agreement for the CTE program, and the current MOU with the Sutter County Office of Education are attached.

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $5000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims.

Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies; Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements; Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2020 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No assignment or sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property. The name of any successor team shall be "the Marysville Gold Sox" unless the City consents to a different name.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: _____
_____
_____
(___) ___-____
(___) ___-____ facsimile

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification; Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

    Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its _____

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: _____

By: _____
_____, its _____

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville CA 95901

_____

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6.12.2023

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____

its Executive Director/CEO

DATE: _____

CITY OF MARYSVILLE

By: _____

its _____

ATTEST: _____
City Clerk

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Premier Sponsors
Proposal

Premier Sponsor: Highlands Community Charter & Technical Schools (HCCTS)

Location: 555 Capitol Mall, Suite 725, 7th Floor
Sacramento, CA 95814

Sponsoring Amount: $25,000.00

For: ***Marysville Drakes Baseball Team***

Field/Team Location: Bryant Park 1431 C Street **Marysville**, CA 95901

Franchise: Pecos League Affiliate
PO Box 271489
Houston, TX 77277 (575)680-2212

Submitted To: Andrew Dunn, League Commissioner
(575) 680-2212

Overview

In submitting this proposal for premier sponsorship rights of the Marysville Drakes, Pecos League Affiliate Baseball team located at 1431 C St.,, Marysville, CA 9590, the sponsor HCCTS would claim as the team 'Premier' sponsor through their sponsorship the following:

- Retain premier sponsorship rights for the Spring/Summer of 2023. Field name to be, "It's Never Too Late…" Field with logo graphic provided by HCCTS
- HCCTS will designate a series of Home games with allowance to set-up, man and maintain student recruitment station.
- HCCTS Graphics will be used on game programs, snack bar menus or other printed materials pertaining to Drakes home games.
- Banner or painted graphic to be placed on right-center field wall with HCCTS designated logo.
- Designated HCCTS Painted Graphic on home-field dugout.
- On Deck Circle Rug with HCCTS 'It's Never Too Late…" Graphic on Home and Visitors station
- 6 VIP Tickets made available for 2023 scheduled home games. Optional tickets for visiting tickets to all affiliate Pecos League Team games. Given a written request for those tickets 5 days in advance of game desired.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

- Notification of Drakes employment for team support positions for local Highlands students or students of Highlands students 16 years or older to be interviewed for potential hire.
- 'It's Never Too Late…' HCCTS Logo patch placed on team game day uniforms/or/ game day hat. (TBD)
- HCCTS Branding displayed on game day tickets
- One designated HCCTS Group Night TBD

Proposal submitted on 3/11/23
By: MReid HCCTS Designee

Proposal Accepted: Yes ___N
Drakes Representative:

Andrew Rm

CONFIDENTIAL

MEMORANDUM OF UNDERSTANDING BETWEEN

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

AND SUTTER COUNTY SCHOOLS OFFICE OF EDUCATION (Sutter County One-Stop/Sutter County Adult Education)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of April, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and Sutter County Schools Office of Education its Sutter County One Stop and Sutter County Adult Education Career and Technical Education Programs, Post-Secondary school organized and existing under the laws of the State of California

RECITALS

WHEREAS, HIGHLANDS and Sutter County Schools-Sutter County One Stop and Sutter County Adult Education desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by Sutter County Schools the Sutter County One Stop and Sutter County Adult Education during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education while attending classes at Sutter County Schools Programs.

2. Student Qualifications. Students must meet the following conditions for enrollment with HIGHLANDS:

A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)

3. Term. The term of this MOU shall be for one year, commencing on April 1st 2023 and ending on June 30, 2024. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. Within the first two weeks of each class start, HIGHLANDS will pay all tuition fees associated with the class offering from Sutter County Schools-Sutter County One Stop and the Sutter County Adult Education Program. Included in this will be any additional kit, supplies, tools or paraphernalia to ensure a student's success and equity in completing the program. Fee table attached.

Program	Duration	Monthly Charge	Tuition	Start-up Fees*	Total Max Charge
CNA	180 Hours	$950	$950	N/A	$950
Medical Assistant	900 Hours	$1,556	$14,000	$470	$14,470
Medical Assistant w/Laptop	900 Hours	$1,556	$14,000	$650	$14,650
Dental Assistant	500 Hours	$950	$3,800	N/A	$3,800
Phlebotomy Technician I	165 Hours	$1,350	$2,700	N/A	$2,700
Cosmetology	1000 Hours	$1,200	$12,000	$2,000	$14,000

*Start-up Fees include Books, kit and registration fee (Non-refundable).

5. Instruction. All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff. Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to

classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Marketing. HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education program will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Sutter County Schools.

7. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Sutter County School's- Sutter County One Stop and Sutter County Adult Education programs use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Sutter County School's- Sutter County One Stop and Sutter County Adult Education, in or about the site; Sutter County School's- Sutter County One Stop and Sutter County Adult Education obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Sutter County School's- Sutter County One Stop and Sutter County Adult Education, HIGHLANDS, shall indemnify, hold harmless, and defend Sutter County School's-Sutter County One Stop and Sutter County Adult Education, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Sutter County School's- Sutter County One Stop and Sutter County Adult Education, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Sutter County School's- Sutter County One Stop and Sutter County Adult Education from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done,

permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Sutter County School's- Sutter County One Stop and Sutter County Adult Education and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

8. Termination. The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Sutter County School's-
Sutter County One Stop and
Sutter County Adult Education:
Tom Reusser, Superintendent
970 Klamath Ln, Yuba City, CA 95993
Attention: Programs Director, Lorilee Niesen

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

11. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

13. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

18. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

21. Dispute Resolution. In the event of any dispute between HIGHLANDS and Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director

Highlands Community Charter and Technical Schools

Date: 3.23.23

Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education

By: _____

Tom Reusser, Superintendent

Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education

Date: _____

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Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 14, 2024

Via Email and U.S. Mail

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838-3654
murdock.smith@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt – sondrabetancourt@gmail.com
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

Re: Notice of Concern and Request for Information – "Marysville 2" Location

Dear Mr. Murdock and Board Members:

As the authorizing entity for the Highlands Community Charter School ("HCCS") operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCS in compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

The District requests that HCCTS respond to the following concerns/requests for information by no later than 5:00 PM on April 5, 2024. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

HCCS "Marysville 2" Site.

The "Marysville 2" HCCS site located at 1431 C Street, Marysville CA 95901 is listed in Exhibit "B" "HCCS Facilities Site List" of the recently executed/approved MOU Amendment No. 3 between the District and HCCTS regarding the operations of HCCS. In a site list provided to the District on December 29, 2023, HCCTS represented that the Marysville 2 site is for HCCS CTE programs.

However, it has come to the District's attention, following a site visit by our consultant on March 4, 2024, that the Marysville 2 site is not a facility, but rather a baseball field. When asked about the Marysville 2 sites, the Principal of the Marysville Site (located at 715 C Street, Marysville, CA 95901) indicated she was not aware of the 1431 Marysville site. After a search of public information regarding the baseball field, the District learned that HCCTS donated $25,000 to sponsor facility upgrades to the field with $12,500 going to sponsor a baseball team called the Marysville Drakes. The Marysville Drakes is a professional privately operated baseball team formed in 2022 (began playing in 2023) and is based in Marysville. https://www.marysvilledrakes.com/

Action Needed

- Respond to the District regarding the aforementioned concerns. This includes providing an explanation for the discrepancy between the information provided to the District about the Marysville 2 site location and its current use as a baseball field instead of a facility. Specifically, HCCTS needs to clarify how this site is affiliated with HCCS, detail the provision of CTE programs at the location, and identify the assigned HCCS administrator for this site.
- The District also expects HCCTS to furnish a comprehensive explanation and breakdown of the $25,000 donation. This should include clarification on how the donation, which benefited a private organization, aligns with applicable laws, particularly addressing the prohibition against the use of public funds for gifts.

Please contact Sharilyn Marshall (sharilyn.marshall@trusd.net) if you need any clarification regarding the above items requested. Thank you for your attention to this information request and for your anticipated cooperation.

Sincerely,

Steve Martinez, Ed.D.
Superintendent, Twin Rivers Unified

cc: Matthew Lemos, Director of Fiscal Services, HCCTS, matthew.lemos@hccts.org
Susan Park, Director, California Department of Education, spark@cde.ca.gov
David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net
Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org
Twin Rivers Unified Board of Trustees:
Michelle Rivas, President, Michelle.Rivas@trusd.net; Michael Baker, Vice President, Michael.Baker@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Stacey Bastian, Member, Stacey.Bastian@trusd.net; Basim Elkarra, Member, Basim.Elkarra@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net

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Member

Rebecca Sandoval
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

June 17, 2024

Via Email

Mayra Valdivia, Acting Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
mayra.valdivia@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern/Request for Information – "Marysville 2" Location TRUSD Requests regarding HCCTS' Response Dated April 5, 2024

Dear. Ms. Valdivia and Board Members:

By correspondence dated March 14, 2024, the Twin Rivers Unified School District (TRUSD) sent the above-referenced Notice of Concern and Request for Information informing Highlands Community Charter and Technical Schools (HCCTS) of our concerns related to the site located at 1431 C Street, Marysville CA, 95901. We also requested information regarding a $25,000 donation HCCTS gave to sponsor the facility upgrades to the field and the privately operated Marysville Drakes baseball team.

TRUSD specifically requested that HCCTS take the following actions by no later than 5:00 PM on April 5, 2024:

- Respond to TRUSD regarding the concerns. This includes providing an explanation for the discrepancy between the information provided to TRUSD about the Marysville 2 site location and its current use as a baseball field instead of a facility. Specifically, HCCTS needs to clarify how this site is affiliated with HCCS, detail the provision of CTE programs at the

- TRUSD also expects HCCTS to furnish a comprehensive explanation and breakdown of the $25,000 donation. This should include clarification on how the donation, which benefited a private organization, aligns with applicable laws, particularly addressing the prohibition against the use of public funds for gifts.

By correspondence dated April 5, 2024, HCCTS responded to our Notice of Concern/Information Request with the attached correspondence and information enclosed.

Based on our review of the response and information provided, we have the following concerns and request additional information/explanation be provided:

1. HCCS represented that the "Marysville 2" HCCS site if for "CTE programs." However, there is no facility, but rather it is a baseball field.

   TRUSD Findings/Concerns – Action Needed:

   - Listing the Marysville 2 site as a CTE site without noting that the program has not started at this site was misleading. When identifying locations in the future, HCCTS needs to indicate whether a site has enrolled students using the site or otherwise indicate whether programs at a site has not yet begun and the anticipated start date.

   - TRUSD is concerned about the business practice of leasing the field for $5,000 per month before student enrollment has been secured and students are actually using the facilities. TRUSD requests that HCCTS address this concern and explain whether this is a regular business practice.

   - Having students enroll in July 2024 for the CTE program at a location without any in-door classrooms to accommodate them during poor weather conditions raises concern about student health and safety. TRUSD requests that HCCTS address this concern including an explanation of how students will be able to participate in the CTE program on days with bad weather conditions.

2. Comprehensive explanation and breakdown of the $25,000 donation/sponsorship.

   TRUSD Findings/Concerns – Action Needed:

   - HCCTS needs to explain how the sponsorship of a private baseball team aligns with applicable laws addressing the prohibition against the unlawful gift of public funds.

   - TRUSD questions why HCCTS did not enter into a services agreement to get the "perks" rather than giving a donation. HCCTS needs to respond to this issue.

The District requests that HCCTS respond to the above concerns by no later than **5:00 PM on July 31, 2024**. Your responses should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure: HCCTS Response dated April 5, 2024.

cc: Susan Park, Director, California Department of Education, spark@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org

Twin Rivers Unified Board of Trustees:

Michelle Rivas, President, Michelle.Rivas@trusd.net; Michael Baker, Vice President, Michael.Baker@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Stacey Bastian, Member, Stacey.Bastian@trusd.net; Basim Elkarra, Member, Basim.Elkarra@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net

Twin Rivers Unified District Executive Cabinet:

Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 23, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern/ Request for Information - Marysville 2 Location Response from April 5, 2024

We have prepared the following report in response to the notice of concern/request for information regarding the Marysville 2 location. It also addresses questions and concerns about the HCCTS CTE program at Marysville 2, the lease, and the health and safety of our students.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Timeline Marysville 2

On May 1, 2023 the original lease with Marysville and Highlands was written and was fully executed at $2,000 per month.

CTE Programs at Marysville 2

At Highlands we currently have two CTE programs that will utilize the Marysville 2 baseball field.

1. Landscaping
2. Sports Officiating

Landscaping

Highlands Community Charter School is still in the process of creating the landscaping CTE program.

Progress has been made in the following ways:

- An Edjoin post was made on April 9, 2024 to hire a Landscaping instructor, for which only one applicant applied and was unqualified for the role
- The landscaping course description written and approved by the HCCTS board of directors in June 2024
- Through our research into the landscaping business, we have learned that landscaping jobs over $500 require students to hold a contractor's license, so our Director of CTE is looking into options for students to also obtain their contractor's license

Sports Officiating

Sports Officiating started at Highlands in 2022 under the direction of Russel Patty, who has 20 years of experience in this field. This program has historically been offered to students at our Del Paso location located at 1100 Las Palmas Avenue, Sacramento, CA 95815 which contains indoor and outdoor facilities. Students learn how to officiate the following sports: volleyball, softball, baseball, and football. Currently, 8 students enrolled in this program will finish their cohort on July 17, 2024. In August of 2024, Highlands will expand the sports officiating CTE program at the Marysville 2 location in order to attract new students and increase enrollment and CTE completion. Through this program, students are able to earn their General Sports Officiating Certificate in the sports they study at Highlands. Additionally, they are eligible to receive a certificate from the National Federation of High School Sports which includes training in different subjects such as:

- Concessions
- Sportsmanship

- Bullying
- Social Media
- Heat Illness

The program lasts ten weeks and is scheduled from Monday through Thursday. Highlands maintains excellent relationships with professional organizations connected to sports officiating. Once students complete the program, they are recruited to work for high schools, private businesses, and parks and recreation.

The Lease

The original lease agreement between Highlands Community Charter School and the City of Marysville was dated May 1, 2023. In the original deal drafted, the contracted monthly payment was listed at $5,000. However, this lease agreement was not fully executed and was renegotiated to $2,000 per month for three years with a 3% yearly increase and the option for renewal.

Typically Highlands Community Charter School will establish a lease agreement or MOU with a facility approximately three months prior to occupying a student-serving space or office space. For the health and safety of our students and staff, the HCCTS facilities and maintenance team, safety team, and IT team check the facility during the previous months before the opening to ensure that everything is set up and ready to be utilized. This is considered a common practice at HCCTS. It is not a typical business practice to lease a space more than three to six months before the opening unless the site or facility requires extensive renovation or repairs.

Student Health & Safety

Student health and wellness is a top priority at HCCTS. We ensure that all students have access to a safe learning environment, including protection from extreme weather conditions such as extreme heat, rain, or snow. While the Marysville 2 baseball field is part of the CTE program, students also have access to our Highlands classrooms located at our Marysville 1 site at 715 C Street Marysville, CA 95901.

The 2024-2025 School Year

Moving forward in the new school year, HCCTS will inform TRUSD regarding the start dates of new CTE programs and the number of students who are currently enrolled or expected to enroll in the CTE programs.

Next Steps

- Human Resouces will post the position on Indeed in an effort to attract more landscaping professionals

- Advertise the landscaping CTE program in Marysville and Yuba City
- Highlands will meet with the City of Marysville to review this contract

Attachments

Attached you will find the following:

- The fully executed lease agreement which shows $2,000 per month
- A list of payments from Highlands to the City of Marysville which shows the $2,000 payments
- The CTE Course Outline for Landscaping
- The CTE Course Outline for Sports Officiating

Item #08

Date: June 20, 2023

To: Mayor and City Council

From: Dan Flores, Community Development Director
Jim Schaad, City Manager

Subject: Lease Agreement for Bryant Field

Recommendation:

Pass a Motion to approve a Lease Agreement for Bryant Field, between the City of Marysville and Highlands Community Charter School.

Background:

Highlands Community Charter School is a Public Adult Community Charter School with a strong presence in the Sacramento and San Diego Region as well as a branch located in the City of Marysville. An important component of the mission of Highlands is building legacies leading to self-sufficiency and generational change through strong community partnerships. Highlands has expressed a desire to lease Bryant Field as a training and event facility, further enhancing its partnership commitment with the City of Marysville.

Discussion and Analysis:

Highlands Community Charter School is an Adult Charter School with over 13,000 students and 30 locations throughout the State of California. Highlands has demonstrated a strong commitment and substantially invested in improving and maintaining Bryant Field. Highlands' commitment and investment have made it possible for the Marysville Drakes Baseball Team to safely play baseball on the field. The Drakes are part of a larger independent professional baseball league called the "Pecos League" with 16 teams throughout the United States including 8 teams in California. The improvements have also created a more attractive environment for other potential events at the ballpark.

Highlands recognized the benefit of training students at Bryant Field and utilizing the stadium for large events related to their school. The City created a mutually beneficial lease agreement. The lease agreement is to be effective May 1, 2023, as Highlands did some maintenance and improvements beginning on that date.

Some key terms of the lease agreement include 1) The lease is for 3 years with the option for renewal. 2) The lease rate is $2,000 per month with a 3% increase each year. 3) The Lessee (Highlands) will be solely responsible for all maintenance and City-approved improvements to the ballpark or field. 4) The Lessee is responsible for all utility expenses (water, sewer, electricity, gas) during the term of the lease. 5) The City will maintain the right to continue holding community and other reserved events at the ballpark under the terms indicated in the lease agreement. 6) All billboards, banners, and other forms of advertising including electronic billboards must be pre-approved by the City. 7) Lessee will have naming rights

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $2,000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the

defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies: Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements: Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2023 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No Assignment or Sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No Release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee fail to request negotiation with the City within fifteen (15) days of the date the City notifies Lessee of its intention to negotiate to have a substitute baseball team or should the parties fail to reach an agreement within sixty (60) days of such notification, the City shall be free to negotiate with others concerning a substitute baseball team to hold baseball games at the Property. The City must approve the name of any successor team within its absolute discretion. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: Murdock Smith
Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283
murdock.smith@hccts.org

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification: Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its City Manager

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: 6/16/23

By: _____
Murdock Smith, its Executive Director/CEO

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville, CA 95901

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6/16/23

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____
its Executive Director/CEO

DATE: 06/25/2023

CITY OF MARYSVILLE

By: _____
its City Manager

ATTEST: _____
City Clerk

HCCS - 1098

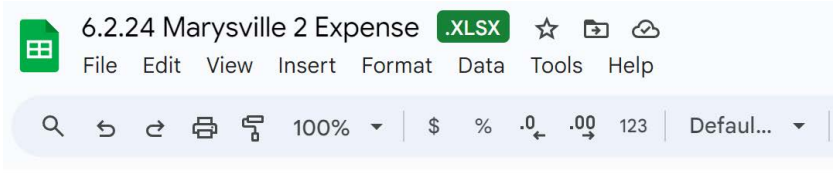

A1

	A	B	C	D	E	F	G
1		Terms					
2		Start	5/1/2023				
3		End	5/1/2026		Paid		
4		Amount	2,000				
5		Increase	3%	Annually			
6							
7		Year 1	Year 2	Year 3			
8	1	2,000.00	2,060.00	2,121.80	May		
9	2	2,000.00	2,060.00	2,121.80	June		
10	3	2,000.00	2,060.00	2,121.80	July		
11	4	2,000.00	2,060.00	2,121.80	August		
12	5	2,000.00	2,060.00	2,121.80	September		
13	6	2,000.00	2,060.00	2,121.80	October		
14	7	2,000.00	2,060.00	2,121.80	November		
15	8	2,000.00	2,060.00	2,121.80	December		
16	9	2,000.00	2,060.00	2,121.80	January		
17	10	2,000.00	2,060.00	2,121.80	February		
18	11	2,000.00	2,060.00	2,121.80	March		
19	12	2,000.00	2,060.00	2,121.80	April		
20	**Total**	**24,000.00**	**24,720.00**	**25,461.60**	**74,181.60**		
21							
22			**Total Paid YTD**		**28,120.00**		
23							
24			**Owed**		**46,061.60**		
25							
26							
27							
28							
29							
30							
31							

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Sports Officiating

Summary

Grade Level: High School

Subject Area: Hospitality, Tourism, and Recreation

Prerequisites:

- Bridge English
- 10 academic credits toward a high school diploma completed
- 220 CASAS score

Course Hours: 120 hours

Course Credits: 10

Course Code: 8300

Grading: A - F

HCCS Course Number:

Details

Course Description

This Sports Officiating course is designed to provide a comprehensive overview of fundamental principles and practices of officiating various sports. Through direct instruction, hands-on learning, and scenario-based instruction, participants will gain a solid understanding of how to administer and enforce the rules of different sports to ensure the proper conduct of all fans, players, coaches, and bystanders in a safe environment. Topics covered include the rules of common sporting activities, referee mechanics such as hand gestures, game awareness, game safety and management, judgment required to officiate effectively and fairly, and professionalism. In addition to the hard skills required to be a successful sports officiant, students will also develop soft skills such as confidence, accountability, honesty, effective communication, teamwork, and understanding their scope of authority in the context of a sporting event.

General Goals/Purpose

The purpose of this Sports Officiating course is to prepare students for employment as a sports official in the real world. Through hands-on activities and simulated game scenarios, students will have the opportunity to apply officiating principles in practical settings. They will receive constructive feedback from instructors and peers to enhance their officiating skills and decision-making abilities. Through scenario-based instruction, students will learn strategies for maintaining composure, managing conflicts, and promoting sportsmanship. By the end of the course, students will have a solid foundation in sports officiating, enabling them to officiate

games confidently and competently from the adolescent to high school level. This course prepares students for four nationally recognized certification exams including a concussion certification, sportsmanship certification, bullying certification, and social media certification by providing comprehensive coverage of exam-relevant topics and offering weekly quizzes for practice. Whether students aspire to pursue officiating as a career or simply wish to enhance their understanding of sportsmanship and fair play, this course will provide valuable knowledge and practical experience for students interested in sports officiating.

Schoolwide Learner Outcomes Addressed

- Students will demonstrate measurable achievements each term through assessment.
  - Learners apply preferred learning style to coursework in classroom and homework settings to maximum learning potential, while implementing strategies for memory and test-taking.
- Students will make progress toward their career goals.
  - Learners will apply problem-solving skills to provide ideas that would help improve their respective organizations.
- Students will use technology to communicate for personal and academic use.
  - Learners will utilize apps and other technologies to apply time management and organization techniques to create effective schedules.

Certifications/Licenses

National Federation of State High School Associations (NFHS):

- Concussion Certification
- Sportsmanship Certification
- Bullying Certification
- Social Media Certification
- Heat Illness Prevention Certification

Pathway Standards

(Aligned to the California Career Technical Education Model Curriculum Standards: Hospitality, Tourism, and Recreation Pathway)

C3.0 Apply the knowledge and skills essential for effective guest services in the hospitality, tourism, and recreation industry sector.

C3.1 Analyze the importance of guest services to the success of the industry.
C3.2 Demonstrate the concept of exceptional guest service.
C3.5 Understand the roles of management and employees in effectively meeting the needs of culturally and generationally diverse guests and special needs customers.
C3.6 Interact with guests in a positive, responsive, and professional manner.

C5.0 Demonstrate an understanding of the basics of systems operations and the importance of maintaining facilities, equipment, tools, and supplies.

C5.1 Apply the procedures for cleaning, maintaining, and repairing facilities and equipment and the importance of preventive maintenance.
C5.4 Understand the relationship between facilities management and profit and loss, including the costs of resource consumption, breakage, theft, supplies use, and decisions for repairs or replacement.

C12.0 Demonstrate an understanding of the value of recreation and the fundamentals of recreational facilities and services.

C12.5 Explore the departments, functions, and restrictions of public and private parks and recreational facilities and the outdoor recreational programs they offer.

Board Approved June 20, 2024

Instructional Strategies

- Direct Instruction
- Guided Practice & Modeling
- Role Play, Simulations, and Dramatization
- Videos for self-reflection
- Scenario-based Videos
- Reading and Writing
- Differentiated Instruction
- Formative and Summative Assessments
- Targeted Feedback
- Field Trips
- Homework and Review

Evaluation

- Teacher prepared assignments
- In-class evaluation of student work samples and informal assessment
- Participation
- Skills demonstration
- Module assessments
- Final summative assessment

Repetition

Credit is granted on work completed and demonstrated mastery of 80% or more during a set cohort basis. Partial credits can be awarded, but the class cannot be repeated for additional credit. Once the student has mastered all objectives, they shall earn a total of 10 credits.

Course Materials

- Instructor developed and printed materials
- Online resources
- Skills practice videos
- Instructor developed quizzes
- Internet sites (NFHS)
- Handbooks:
    - Basketball Rules Book by by National Federation of State High School Associations
    - Basketball Case Book by National Federation of State High School Associations
    - Basketball Officials Manual by National Federation of State High School Associations
    - Basketball Handbook by National Federation of State High School Associations

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Introduction to Landscaping

Summary

Grade Level: High School

Subject Area: Agriculture and Natural Resources

Prerequisites:

- English A and B
- 20 academic credits toward a high school diploma completed
- 225 CASAS score

Course Hours: 120 hours

Course Credits: 10

Course Code: 7170

Grading: A - F

HCCS Course Number:

Details

Course Description

This introductory course exposes students to foundational concepts in the field of landscaping with an emphasis on pursuing career pathways relating to landscape design, maintenance, general rehabilitation, and functional beautification. Students will gain familiarity with industry standard tools ranging from basic hand tools to a general overview of motorized and automated systems and equipment. A heavy focus is placed on the proper handling, application, and disposal of state and federally regulated substances essential to the trade such as chemical fertilizers, pesticides, and herbicides. Students will also learn about modern trends as they pertain to low environmental impact and safety-minded, sustainable practices. Design elements such as implementing minimal water usage foliage and drought conscious irrigation practices will be covered in the curriculum. Installation and maintenance of such systems will comprise the core of the hands-on lab portions of the course. Student learning will be assessed with performance and knowledge evaluations with the goal of obtaining certifications recognised by industry in mind.

General Goals/Purpose

The purpose of this introductory course is to equip participants with the foundational knowledge and practical skills necessary to embark on a successful career in the landscaping industry. This course introduces foundational concepts that prepare students for the concentrator course, where students will take their license exam to obtain a Qualified Applicator License (QAL). This exam includes information on seed treatment, soil fumigation, landscape maintenance, and pest control. Students will be prepared for the QAL exam by providing comprehensive coverage of exam-relevant topics and offering unit exams for practice.

This course will promote student interest and passion in a developing field in the state of California, and prepares students by covering the major concepts and exposing students to the potential career paths in landscaping and agriculture.

Schoolwide Learner Outcomes Addressed

- Students will demonstrate measurable achievements each term through assessment.
  - Learners apply preferred learning style to coursework in classroom and homework settings to maximum learning potential, while implementing strategies for memory and test-taking.
- Students will make progress toward their career goals.
  - Learners will apply problem-solving skills to provide ideas that would help improve their respective organizations.
- Students will use technology to communicate for personal and academic use.
  - Learners will utilize apps and other technologies to apply time management and organization techniques to create effective schedules.

Certifications/Licenses

Qualified Applicator License (QAL)

Pathway Standards

(Aligned to the California Career Technical Education Model Curriculum Standards: Agriculture and Natural Resources)

F1.0 Compare and contrast the hierarchical classification of plants.

F1.1 Practice how to classify and identify plants by order, family, genus, and species.
F1.3 Illustrate how common plant parts are used to classify the plants.
F1.4 Distinguish how to classify and identify plants by using botanical growth habits, landscape uses, and cultural requirements.
F1.5 Identify and select plants for local landscape applications.

F2.0 Summarize plant physiology and growth principles.

F2.1 Understand plant systems, nutrient transportation, structure, and energy storage.
F2.2 Diagram the seed's essential parts and explain the functions of each.
F2.3 Explain how primary, secondary, and trace elements are used in plant growth.
F2.4 Experiment with the factors that influence plant growth, including water, nutrients, light, soil, air, and climate.
F2.6 Explore the factors that affect plant growth.

F3.0 Demonstrate plant propagation techniques.

F3.2 Demonstrate the various techniques for successful plant propagation (e.g., budding, grafting, cuttings, seeds).
F3.3 Utilize and monitor plant reproduction for the development of a saleable product.

F4.0 Develop and implement a plan for basic integrated pest management.

F4.1 Read and interpret pesticide labels and understand safe pesticide management practices.
F4.2 Research how pesticide regulations and government agencies affect agriculture.
F4.3 Identify common horticultural pests and diseases and methods of controlling them.
F4.4 Design an integrated approach to solving plant problems.

F5.0 Summarize water and soil (media) management practices.

F5.1 Explain how basic soil science and water principles affect plant growth.
F5.2 Illustrate basic irrigation design and installation methods.
F5.3 Prepare and amend soils, implement soil conservation methods, and compare results.
F5.4 Research major issues related to water sources and water quality.
F5.5 Explain the components of soilless media and test the use of those media in various types of containers.

F6.0 Apply ornamental plant nutrition practices.

F6.1 Analyze how primary and secondary nutrients and trace elements affect ornamental plants.
F6.2 Use basic nutrient testing procedures on soil and plant tissue.
F6.3 Analyze organic and inorganic fertilizers to understand their appropriate uses.
F6.4 Read and interpret labels to properly apply fertilizers.

F7.0 Develop a plan for the selection, installation, and maintenance of turf.

F7.1 Explain the selection and management of landscape and sports field turf.
F7.2 Demonstrate how to select, install, and maintain a designated turf grass area.
F7.3 Distinguish how the use of turf benefits the environment.

F8.0 Employ nursery production principles.

F8.1 Demonstrate the proper use of production facilities and common nursery equipment.
F8.2 Use common nursery production practices.
F8.3 Demonstrate how to propagate and maintain a horticultural crop to the point of sale.

F9.0 Demonstrate the proper use of containers and horticultural tools, equipment, and facilities.

F9.1 Use different types of containers and demonstrate how to maintain growing containers in controlled environments.
F9.2 Operate and maintain selected hand and power equipment safely and appropriately.
F9.3 Select proper tools for specific horticultural jobs.
F9.4 Install landscape components and electrical, land, and water features.

F10.0 Understand basic landscape planning, design, construction, and maintenance.

F10.1 Utilize terms associated with landscape and design in appropriate context.
F10.2 Produce a residential design, including how to render design to scale using design technology and principles.
F10.3 Use proper landscape planting and maintenance practices.
F10.4 Prune ornamental shrubs, trees, and fruit trees.
F10.5 Produce clear and concise landscape business contracts.

F11.0 Understand basic floral design principles.

F11.1 Demonstrate the use of plant materials and tools.
F11.2 Apply basic design principles to products and designs.

Instructional Strategies

- Direct Instruction
- Guided Practice & Modeling
- Class Discussion
- Guided Reading
- Field Trips
- Project Based Learning
- Research Projects
- Student Presentations
- Differentiated Instruction
- Class Discussion
- Practical Skills Practice
- Homework and Review

Evaluation

- Teacher prepared assignments
- Publisher created assignments
- In-class evaluation of student work samples and informal assessment
- Participation
- Skills demonstration
- Module assessments
- Final summative assessment

Repetition

Credit is granted on work completed and demonstrated mastery of 80% or more during a set cohort basis. Partial credits can be awarded, but the class cannot be repeated for additional credit. Once the student has mastered all objectives, they shall earn a total of 10 credits.

Course Materials

- Instructor developed and printed materials
- Online resources
- Skills practice videos
- Computer based quizzes
- Internet sites
- Textbook: Sustainable Landscape Management: Design, Construction, and Maintenance 1st Edition by Ann Marie VanDerZanden (Author), Thomas W. Cook (Author)

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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

August 15, 2024

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern/Request for Information – "Marysville 2" Location
TRUSD Reply to HCCTS' Response Dated July 23, 2024

Dear. Mr. McGuire and Board Members:

By correspondence dated March 14, 2024, the Twin Rivers Unified School District ("District") sent a Notice of Concern and Request for Information to Highlands Community Charter and Technical Schools ("HCCTS") of our concerns related to the site located at 1431 C Street, Marysville CA, 95901 ("Marysville 2"). The notice also requested information regarding a $25,000 donation HCCTS gave to sponsor the facility upgrades to the field and the privately operated Marysville Drakes baseball team.

Thereafter, by correspondence dated March 29, 2024, HCCTS replied to the above-mentioned letter of concern. On June 17, 2024, the District sent a second Notice of Concern and Request for Information. The District made the following finding:

- Listing the Marysville 2 location as a CTE site without noting that the program has not started was misleading. When identifying locations in the future, HCCTS needs to indicate whether a site has enrolled students or otherwise indicate whether programs at a site has not yet begun and the anticipated start date.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.twinriversusd.org

The June 17, 2024, Notice of Concern and Request for Information also requested that HCCTS take the following actions by no later than 5:00 PM on July 31, 2024:

- TRUSD is concerned about the business practice of leasing the field for $5,000 per month before student enrollment has been secured and students are actually using the facilities. TRUSD requests that HCCTS address this concern and explain whether this is a regular business practice.

- Having students enroll in July 2024 for the CTE program at a location without any in-door classrooms to accommodate them during poor weather conditions raises concern about student health and safety. TRUSD requests that HCCTS address this concern including an explanation of how students will be able to participate in the CTE program on days with bad weather conditions.

- HCCTS needs to explain how the sponsorship of a private baseball team aligns with applicable laws addressing the prohibition against the unlawful gift of public funds.

- TRUSD questions why HCCTS did not enter into a services agreement to get the "perks" rather than giving a donation. HCCTS needs to respond to this issue.

By correspondence dated July 23, 2024, HCCTS replied to the District's above-mentioned Second Letter of Concern and Request for Information. Based on our review of HCCTS July 23, 2024, response, the District makes the following findings/concerns and requires the following additional actions:

1. HCCTS represented that the "Marysville 2" HCCS site is for "CTE programs." However, there is no facility, but rather it is a baseball field.

   <u>District Findings – Action Needed:</u>

   - The District appreciates HCCTS' response to the District's information request and expressed willingness moving forward to inform the District regarding the start dates of new CTE programs and the number of students enrolled or expected to enroll in the CTE programs. Please direct all such communications to Sharilyn Warta (sharilyn.warta@trusd.net).

2. Comprehensive explanation and breakdown of the $25,000 donation/sponsorship.

   <u>District Findings/Concerns – Action Needed:</u>

- Even though the District requested that HCCTS respond to this request by July 31, 2024, to date we have not received any response from HCCTS. This item is not even referenced in HCCTS' latest July 23 correspondence regarding the Marysville 2 location. Therefore, with this correspondence the District reiterates its request for HCCTS to provide a comprehensive explanation and breakdown of the $25,000 donation/sponsorship.

  As you are aware, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District

"regarding any inquiries." It is the District's expectation that HCCTS promptly respond to this request as required by Education Code section 47604.3.

The District requests that HCCTS respond to the above requests for information/concerns by no later than **5:00 PM on September 20, 2024**. Your responses should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
TRUSD Letter of Notice of Concern/Request for Information dated March 14, 2024
HCCTS Response dated March 29, 2024
TRUSD Follow-up Letter of Concern/Request for Information dated June 17, 2024
HCCTS Response dated July 23, 2024

cc: Susan Park, Director, California Department of Education, spark@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org

Twin Rivers Unified Board of Trustees:
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Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

From: Sharilyn.Warta
To: Bill McGuire
Cc: Ryan.DiGiulio; Gina.Carreon; Marci.Bernard; Melissa Roberson
Subject: FW: Marysville 2 Location and Donation Follow-Up Communications
Date: Tuesday, September 24, 2024 8:39:00 AM
Attachments: [redacted]
2024.08.15.Ltr.TRUSD Reply to HCCTS Request re Marysville 2 Location and Donations.pdf
2024.07.23.Ltr.HCCTS Response re Marysville 2 Location.pdf
2024.03.14.Ltr.Notice of Consent and Request for Information.Marysville.pdf
2024.03.29.HCCTS Response re Marysville Baseball Field.pdf
2024.06.17.Ltr.TRUSD Reply to HCCTS Request re Marysville 2 Location and Donations.pdf

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This email is being sent on behalf of Ryan DiGiulio, Chief Business Official, Twin Rivers Unified School District.

Good Morning,

On August 15, 2024 I sent the attached letter and enclosures on Ryan DiGiulio's behalf, requesting information/explanation from HCCTS regarding the Marysville 2 location.

The District requested that HCCTS respond by no later than 5:00 PM on September 20, 2024, but as of the date of this email, the District has not received a response to our information request or any communication from HCCTS regarding this matter. Therefore, with this correspondence the District reiterates its request for HCCTS to provide additional information/explanation in response to the enclosed correspondence.

As you are aware, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." It is the District's expectation that HCCTS promptly respond to this request as required by Education Code section 47604.3.

Therefore, TRUSD requests that HCCTS respond to the items above no later than **5:00 PM on October 7, 2024**.

Please contact me if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Sharilyn.Warta
Sent: Thursday, August 15, 2024 1:21 PM
To: Bill McGuire <bill.mcguire@hccts.org>; Ernie Daniels - <erniedaniels7@gmail.com>; silvr01@yahoo.com; powersmatt@comcast.net; scameron1945@gmail.com; captainrick513@gmail.com; sondra.betancourt@hccts.org; mellonie.yang@hccts.org; mary.dechance@hccts.org; mike.reid@hccts.org
Cc: Susan Park <SPark@cde.ca.gov>; dgordon@scoe.net; mfine@fcmat.org; Steve.Martinez <Steve.Martinez@trusd.net>; Gina.Carreon <Gina.Carreon@trusd.net>; Marci.Bernard <Marci.Bernard@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: Marysville 2 Location and Donation Follow-Up Communications

This email is being sent on behalf of Ryan DiGiulio, Chief Business Official, Twin Rivers Unified School District.

Good Afternoon,

Please see the attached follow-up letter regarding the Marysville 2 location and donation as well as the additional enclosures.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

TRUSD received this letter via email on September 25, 2024.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

September 24, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/Request for Information Regarding Marysville 2 Location

Dear Shari Warta,

In response to the notice of concern and request for information, we have prepared the following report. The report addresses questions and concerns related to the Marysville 2 location.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

The Sponsorship
On March 14, 2023 Highlands Community Charter School received a request for information from TRUSD. On April 5, 2023 HCCTS sent TRUSD a response with the evidence of a proposal for sponsoring the Marysville Drakes Baseball Team dated March 11, 2023. The proposal outlined the various benefits that HCCTS would gain from this sponsorship. As provided in the previous letter, Highlands received the following marketing benefits from the $25,000 sponsorship:

● The field name will be “It’s Never Too Late…” Field with logo graphic provided by HCCTS

● HCCTS will designate a series of home games with allowance to set up, manage, and maintain student recruitment stations

● HCCTS Graphics will be used on game programs, snack bar menus or other printed materials pertaining to Drake's home games

● Banner or painted graphic to be placed on right-center field wall with HCCTS designated logo

● Designated HCCTS Painted Graphic on a home-field dugout

● On Deck Circle Rug with HCCTS, "It's Never Too Late…” Graphic on Home and Visitors station

● 6 VIP Tickets will be made available for 2023 scheduled home games. Optional tickets for visiting tickets to all affiliate Pecos League Team games. Given a written request for those tickets five days in advance of the game desired

● Notification of the Drakes employment for team support positions for local Highlands students or students of Highlands students 16 years or older to be interviewed for potential hire

● ‘It’s Never Too Late…’ HCCTS Logo patch placed on team game day uniforms/or/game day hat

● HCCTS Branding displayed on game day tickets

● One designated HCCTS Group Night

The sponsorship provided to the city of Marysville is unrestricted funds. Highlands has no knowledge of how the money was spent.

CTE Programs at Marysville 2
Highlands Community Charter School signed an MOU with Marysville 2 baseball field) with the intention of creating a CTE program (landscaping) and expanding our sports officiating program to Marysville 2. Due to staffing challenges, and the inability to acquire a qualified and credentialed teacher to lead these programs, we are now meeting with the City of Marysville and resonidering this lease agreement. This consieration reflects our commitment to efficiently allocating resources and prioritizing areas that most benefit our students and the community. Our primary concern remains the best interests of our students.

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

October 16, 2024

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern – "Marysville 2" Location TRUSD Reply to HCCTS' Response Received September 25, 2024

Dear. Mr. McGuire:

By correspondence dated March 14, 2024, the Twin Rivers Unified School District ("District") sent a Notice of Concern and Request for Information to Highlands Community Charter and Technical Schools ("HCCTS") of our concerns related to the site located at 1431 C Street, Marysville CA, 95901 ("Marysville 2"). The notice also requested information regarding a $25,000 donation HCCTS gave to sponsor the facility upgrades to the field and the privately operated Marysville Drakes baseball team.

Thereafter, by correspondence dated March 29, 2024, HCCTS replied to the above-mentioned letter of concern. On June 17, 2024, the District sent a second Notice of Concern and Request for Information. The District received HCCTS' reply on July 23, 2024. On August 15, 2024, the District sent a follow-up communication to HCCTS.

The August 15, 2024, Notice of Concern and Request for Information also requested that HCCTS take the following actions by no later than 5:00 PM on September 20, 2024:

- Even though the District requested that HCCTS respond to this request by July 31, 2024, to date we have not received any response from HCCTS. This item is not even referenced in HCCTS' latest July 23, 2024 correspondence regarding the Marysville 2 location. Therefore, with this correspondence the District reiterates its request for HCCTS to provide a comprehensive explanation and breakdown of the $25,000 donation/sponsorship.

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Mailing Address: 3222 Winona Way • North Highlands, CA 95660
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- As you are aware, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." It is the District's expectation that HCCTS promptly respond to this request as required by Education Code section 47604.3.

On September 25, 2024, the District received a correspondence from HCCTS dated September 24, 2024, as a reply to District's above-mentioned, Third Letter of Concern and Request for Information.

District Findings

- Based on our review of the September 25, 2024, response regarding HCCTS explanation of the $25,000 donation/sponsorship, the District has determined no further action is required by HCCTS at this time related to that time.

- In the September 25, 2024, you also indicate that due to staffing challenges, and the inability to acquire a qualified and credentialed teacher to lead a planned CTE program (landscaping) and an expanded sports officiating program at the Marysville 2 location, HCCTS is meeting with the City of Marysville to reconsider the lease agreement. Once determined, please notify TRUSD whether HCCTS intends to move forward with a lease agreement for the Marysville 2 location.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
TRUSD Letter of Notice of Concern/Request for Information dated March 14, 2024
HCCTS Response dated March 29, 2024
TRUSD Follow-up Letter of Concern/Request for Information dated June 17, 2024
HCCTS Response dated July 23, 2024
TRUSD Follow-up Letter of Concern/Request for Information dated August 15, 2024
HCCTS Response received September 25, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

January 14, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern - "Marysville 2" Location TRUSD Reply to HCCTS' Response Received September 25, 2024

Dear Mr. DiGiulio,

On October 16, 2024, HCCTS received a follow-up response from TRUSD regarding the Marysville 2 location. We have prepared the following report to address the requested information.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Lease Termination

On November 7, 2024, the HCCTS Board of Directors approved the updated site list for the 2024-2025 school year. As part of this update, the Marysville 2 site located at 1431 C Steet in Marysville, was proposed for closure. The termination of the MOU between HCCTS and the city of Marysville is dated November 30, 2024. Please see the contract below.

MUTUAL TERMINATION OF LEASE AGREEMENT

RECITALS

Whereas, City of Marysville, a municipal corporation ("City") and Highlands Community Charter Technical Schools ("Lessee") entered into a lease ("Lease"), made effective May 1, 2023, of a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Whereas, City and Lessee now mutually agree to terminate the Lease upon the terms of this agreement ("Agreement") set forth herein.

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this "Termination Agreement", and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Lessee (collectively, "Parties") hereby agree as follows:

1. **Termination of Agreement.** Effective November 30, 2024 ("Termination Date"), the Parties agree to terminate the Agreement. The Agreement shall have no force or effect after the Termination Date.

2. **Consideration**. City shall continue to receive payment equal lease payments from Lessee from December 1. 2024, through April 30, 2026, in the amount of $33,639.80.

    - City shall also have the ability to lease the Property to another lessee as of the Termination Date.
    - The Lessee will sell certain equipment (Exhibit A) to the City for $1.00 (one dollar and no cents), with the option of having it returned if the Lessee leases the Property in the future. City expressly acknowledges this option and the potential for Lessee to lease the Property in the future, subject to mutual agreement of the Parties.

3. **Effect of Termination on Agreement.** Except as expressly provided in this Agreement, the Parties acknowledge and agree that their respective rights and obligations under the Lease are terminated, aside from claims which might be the subject of indemnity obligations, which shall survive until the claims are resolved.

4. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Agreement, this Termination Agreement, and the consummation of the transactions contemplated hereby.

5. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under the Agreement to any third party. Each Party represents that the execution and delivery of this Termination Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.

6. **No Admission of Liability.** City and Lessee expressly agree and acknowledge that their entering into this Termination Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wronging with respect to the Agreement.

7. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Termination Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Termination Agreement, and to evidence the termination of the Agreement, and to release all obligations and liabilities of the Parties thereunder.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS TERMINATION AGREEMENT AS OF THE TERMINATION DATE.

CITY OF MARYSVILLE

By: _____
JIM SCHAAD, City Manager
City of Marysville

HIGHLANDS COMMUNITY CHARTER TECHNICAL SCHOOL

By: _____
BILL MCGUIRE, Executive Director
Highlands Community Chater Technical School

ATTEST

By: _____
NADINE SIMS, City Clerk
City of Marysville

Exhibit A
Marysville Equipment Inventory List - 11/20/24

Item Description	Purchase Cost	Purchase Date
2008 TORO 5510 Fairway Mower	$ 5,500.00	May-23
JOHN DEERE 220 E - Hybrid Mower	$ 4,690.67	May-23
JOHN DEERE 1200A	$ 22,385.79	Sep-23
BOBCAT Diesel Utility Vehicle - UV34	$ 19,917.88	May-23

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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 19, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern – "Marysville 2" Location
TRUSD Reply to HCCTS Response Dated 1/14/25

Dear. Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

By correspondence dated March 14, 2024, the District sent a Notice of Concern and Request for Information to HCCTS regarding concerns related to the site located at 1431 C Street, Marysville CA, 95901 ("Marysville 2"). The notice also requested information regarding a $25,000 donation HCCTS gave to sponsor the facility upgrades to the field and the privately operated Marysville Drakes baseball team.

Thereafter, the District sent and received multiple communications with HCCTS regarding the items outlined in the March 14 Notice. These correspondence dates are outlined below:

- HCCTS Response dated March 29, 2024
- District Reply dated June 17, 2024
- HCCTS Response dated July 23, 2024
- District Reply dated August 15, 2024
- HCCTS Response dated September 25, 2024
- District Reply dated October 16, 2024
- HCCTS Response dated January 14, 2025

Outlined below is a summary of the District's findings based on our review of HCCTS' January 14, 2025 response.

District Findings

- The HCCTS Board approved termination of the lease for the Marysville 2 location on November 7, 2024 and notified the District of this termination on January 14, 2025. HCCTS' September 25 communication provided advanced notification (at least 30-days in advance) of the proposed facility changes. Pursuant to the Mutual Termination of Lease Agreement ("Termination Agreement") with the City of Marysville, the lease was terminated effective November 30, 2024. However, while the lease terminated November 30th the Termination Agreement in paragraph #2 specifies that the City "shall continue to receive payment equal lease payments from Lessee [HCCTS] from December 1, 2024, through April 30, 2026, in the amount of $33,639.80."

  Please respond to the District confirming our understanding that HCCTS is still paying lease payments to the City in this amount and obligated to do so through April 30, 2026.

- The Termination Agreement in paragraph #2 also provides that HCCTS "will sell certain equipment (Exhibit A) to the City of $1.00 (one dollar and no cents), with the option of having it returned if the Lessee leases the Property in the future." Per Exhibit A, HCCTS purchased the equipment listed in Exhibit A for a total "purchase cost" of: $52,494.34. Given that the equipment was relatively new (purchased in 5/23 and 9/23), selling it all to the City for the sum of $1.00 raises concern regarding HCCTS' management of its funds and resources.

  Please provide an explanation regarding why this equipment was essentially donated to the City as consideration for termination of the lease, particularly given that the Termination Agreement still requires HCCTS to make lease payments through April 30, 2026. Please also confirm that transfer/disposal of the equipment in this manner was consistent with applicable HCCTS policies.

- In the September 9 reply, HCCTS stated that the sponsorship proposal with the Marysville Drakes Baseball team, dated March 11, 2023 included various "benefits" to individuals. Most of the benefits outlined in the September 9 reply were related to recruitment and marketing opportunities. However, the additional "benefits", which were included in the proposal for VIP tickets at home games and tickets to affiliated Pecos League Team games raises additional concerns.

  Please provide a list of all the employees who received the above-referenced benefits. Include in your response the job title of each employee at the time that they received the benefit.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure

HCCTS Response dated January 14, 2025, with enclosures.

cc:

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 21, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern - "Marysville 2" Location
TRUSD Reply to HCCTS Response Dated 1/14/25

Dear Mr. DiGiulio,

On February 19, 2025, HCCTS received a notice of concern regarding the Marysville 2 location. In response, we have prepared the following report.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Marysville 2 Lease Termination & Equipment

The termination agreement between HCCTS and the City of Marysville requires that HCCTS will continue to provide payments equal to the lease amount from HCCTS from December 1, 2024, through April 30, 2026, totaling $33,639.80. HCCTS confirms its commitment to meeting the financial obligations post-termination as stipulated in the agreement.

The termination agreement states: "If the Lessee leases the property again in the future, HCCTS has the option to get the equipment back. HCCTS sold it to the City for just $1.00 but it's not a permanent sale. The agreement allows HCCTS to reclaim the equipment later if the property is leased again."

If HCCTS returns to the Marysville 2 in the future, we would have the opportunity to reclaim this equipment for a CTE program. Significant time and resources were invested in this site, and HCCTS may revisit a Career and Technical Education (CTE) program there in the future based on student interest. HCCTS doesn't currently have a transfer or disposal of equipment policy.

Highlands Night at the Ballpark

On June 24, 2023, HCCTS hosted a marketing and recruiting event, "Highlands Night at the Ballpark." This was the only event held under the sponsorship agreement, and it was open to all students, staff members, and their families. Entry was free, and attendees were required to present their staff or student ID. Prior to the event, a calendar invite was sent to all employees and a flyer was distributed at each HCCTS location. According to the Google Calendar invite sent out by Doc Smith, 78 HCCTS employees responded yes. In total, approximately 250 students, staff, and their families participated in the event. Below you will find the names and titles of staff who responded yes to the calendar invite.

#	HCCTS Employee and their position*	#	HCCTS Employee and their position*
1	Abdul Akbari *Instructional Paraeducator I*	41	Maliha Khan *Teacher*
2	Abdul Sarhal *Teacher*	42	Maria Gonzalez *Clothing Closet Attendant*
3	Abed Mohammad Khan *Information Technology Product*	43	Mariam Mostajab *Teacher*

	Technician II		
4	Alexa Carrillo *Executive Assistant*	44	Maria Pile *Principal*
5	Alim Fevziyev *Student Enrollment Specialist*	45	Mariza Crapson *Teacher*
6	Alona Kozachenko *Student Registration Technician II*	46	Marvin Johnson *Teacher*
7	Alyssa Gutierrez *Instructional Paraeducator II*	47	Maryana Mazyak *Administrative Assistant I*
8	Andrew Michaud *Associate Deputy Director*	48	Mavzuna Rahimova *Teacher*
9	Anna Mozghova *CTE Teacher*	49	Mayra Valdivia *Deputy Director*
10	Beheshta Formul *CTE Teacher*	50	Melissa Roberson *Director of Accountability and Assessment*
11	Brian Ward *Teacher*	51	Mike Powell *Academic Service Generalist*
12	Byanca Alcazar *Credentialing Coordinator*	52	Mohammad Israel Hikmat Test Proctor I
13	Camille Adams *Principal*	53	Mohammad Y Amiri *Instructional Paraeducator II*
14	Carmen Contreras *Teacher*	54	Murdock Smith *Former Executive Director*
15	Dakarai Allen *Teacher*	55	Nasima Ahmadi *Administrative Assistant II*
16	Daniel Nichols *Teacher*	56	Natalia Luginova *Teacher*
17	Disa Cameron *Director of Community Relations*	57	Nataliia Maksymiv *Teacher*
18	Douglas Hirsch *Teacher*	58	Natalina Archambeault *Academic Services Generalist*

19	Eli Butcher *Curriculum Coordinator*	59	Nereida Araiza *Student Engagement Generalist*
20	Elio Aguilar *Mobile Services Driver*	60	Nitya Nand *Payroll Manager*
21	Farid Ahmad *Student Engagement Generalist*	61	Nooria Nabizadah *CTE Teacher*
22	Fatemeh Mohammadi *Instructional Paraeducator II*	62	Oksana Reznik *Teacher on Special Assignment*
23	Fatime Gholame *Instructional Paraeducator I*	63	Patricia Lopez *Teacher*
24	Francis Storey *Instructional Paraeducator II*	64	Paul Khoury *Controller*
25	Harold Pressley *Special Projects Coordinator*	65	Razia Rezaee *Instructional Paraeducator I*
26	Homayoon Formul *Teacher*	66	Rich Henning *Director of School Services*
27	Irina Bardusova *Academic Service Generalist*	67	Serhii Mozghovyi *Test Proctor I*
28	Iryna Yanytska *Principal*	68	Shaina Miranda *Executive Assistant*
29	James Powers *Student Engagement Generalist*	69	Shawna Thiel *Instructional Paraeducator I*
30	Jennifer McClure *Teacher*	70	Stacey Williams *Teacher*
31	Jet Haresco *Events Generalist*	71	Steven Barker *Maintenance Specialist II*
32	Julia Herrera *Lead Instructional Paraeducator*	72	Suhaila Ahang *Teacher*
33	Karen Lopez *Student Engagement Generalist*	73	Svetlana Brunner *Teacher*
34	Kate Thirkill *CASAS Coordinator* *Accountability & Assessment*	74	Svyatoslav Iotko *Multimedia Production Specialist*

35	Kelsey Rogers *Administrative Assistant I*	75	Tou Thao *Community Employment Liaison*
36	Khrystsina Talstyka *Principal*	76	Vicki Neal *Principal*
37	Kristopher Macias *Director of Instruction and Professional Learning*	77	Yao Chin *Digital Implementation Specialist*
38	Lana Bondar *Marketing and Communications Coordinator*	78	Zahra Alavi *Test Proctor I*
39	Linda Aviluz *Safety & Compliance Generalist*		
40	Lorree Wallender *Teacher*		

**These are the current job titles of the HCCTS employees who participated. Some employees had a different job title in June 2023.*

From: Melissa Roberson
To: Sharilyn.Warta
Subject: Re: Marysville 2 Response
Date: Tuesday, March 25, 2025 3:08:07 PM
Attachments: image.png
image.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Hello Shari,

HCCTS employees did not use any VIP tickets. The "Highlands Night at the Ballpark" was the only event held under the sponsorship agreement.

Thank you,

On Mon, Mar 24, 2025 at 9:53 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> Thank you for the reply to the Marysville 2 letter from February 19. I have a clarifying question regarding the response. The District's February 19th letter asked for a list of employees who received benefits, meaning "VIP tickets". Your response discusses an event held on June 24, 2023 and you state that this was "the only event held under the sponsorship agreement". We appreciate the information about the event, but our request was for the names and job titles of employees who used a VIP tickets since the partnership began.
>
> Are you saying that the VIP tickets donated to HCCTS by the Marysville Drakes Baseball team were never used by any HCCTS employees?
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652
>
> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT
>
> **From:** Melissa Roberson <melissa.roberson@hccts.org>
> **Sent:** Friday, March 21, 2025 5:35 PM
> **To:** Sharilyn.Warta <Sharilyn.Warta@trusd.net>
> **Cc:** Gina.Carreon <Gina.Carreon@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
> **Subject:** Marysville 2 Response
>
> Hello Shari,
>
> Please see the attached letter regarding Marysville 2.

Thank you

--

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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Logo

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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Exhibit H

HCCS Oversight Reports

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

April 3, 2023

HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)

Prepared by: Shari Marshall

This report summarizes the Highlands Community Charter School (HCCS) for the 2021-22 school year activities and includes and update on the 2022-23 school year.

Key Data Points	2019-2020	2020-2021	2021-2022	2022-2023
October Enrollment	3,336	3225	3751	6749
Socioeconomically Disadvantaged	92.24%	95.04%	95.09%	93.85%
English Learners	90.32%	90.90%	91.10%	94.38%

NOTE: HCCS noted that there was a confusion between ADEL and EL codes which resulted in a discrepancy in percentages for data submitted on dashboards. The above percentages for HCCS came directly from HCCS.

The report will be divided into seven areas and are aligned with TRUSD board policy on charter oversight.

Part 1 Compliance with Legal Requirements (Board Policy)
Part 2 Student Outcomes and LCAP (Board Policy)
Part 3 Fiscal Condition (Board Policy)
Part 4 Key Data Points
Part 5 Site Visit Observations
Part 6 Summary
Part 7 Appendix

TWIN RIVERS UNIFIED BOARD POLICY: MONITORING CHARTER SCHOOL PERFORMANCE

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both school wide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32*, *47604.33*, *47606.5*)

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

PART I: COMPLIANCE WITH LEGAL REQUIREMENTS (BOARD POLICY)

Board Policy:

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

HCCS states they filed all required reports with their office, and there are no known violations of law. TRUSD states that all required reports have been filed, and there are no known items to report.

PART 2: STUDENT OUTCOMES AND LCAP (BOARD POLICY)

Board Policy:

The Board shall monitor each charter school to determine whether it is achieving, both school wide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability

There are limited ways to measure student outcomes for alternative programs as students do not take the Smarter Balanced Assessments taken in traditional K-12 schools. Data points from the most recent LCAP are included in this report.

Dashboard Alternative School Status (DASS) (2019-20 Data)
HCCS is a DASS participating school.

The 2022 California School Dashboard (Dashboard) and Graduation Rate Additional Report now include the DASS one-year graduation rates for schools identified as DASS. DASS schools are alternative schools that mainly serve "at-promise" students and have met the DASS eligibility requirements. The DASS one-year graduation rate measures the percentage of students who were enrolled in grade twelve (including early grade eleven graduates) during the 2021–22 school year and earned a standard high school diploma, special education certificate of completion, California High School Proficiency Examination (CHSPE), or an adult education diploma. These students count as graduates for the purposes of the DASS one-year graduation rate.

Please note that due to the denial of California's waiver by the U.S. Department of Education in 2022, the DASS one-year graduation rate will not be used for accountability purposes. Instead, it is provided for informational purposes only at the school-level for DASS schools. In addition, DASS one-year graduates will not be used for calculating the outcomes of the College/Career Indicator for DASS schools in future Dashboards.

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

PART 3: FISCAL CONDITION (BOARD POLICY)

Board Policy:
The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Highlands was financially solvent at the close of 2021-22. The audit report reflects unrestricted net assets of $12.4 M at the close of 2021-22.

2021-22 End of Year Financial Position

Statement of Financial Position Audited Financial Statement						
		2019-2020		2020-2021		2021-2022
ASSETS						
Cash	$	2,804,724	$	1,756,910	$	8,612,678
Accounts Receivable	$	4,600,306	$	15,265,303	$	6,924,773
Prepaid	$	136,177	$	614,795	$	810,421
Intercompany Receivable (payable)			$	950,000		
Fixed Assets	$	1,378,849	$	1,130,877	$	2,396,554
Deposits	$	21,763	$	51,112	$	97,321
Total Assets	$	8,941,819	$	19,768,997	$	18,841,747
Cash Overdraft/Line of Credit	$	9,970	$	3,984,944		
Accounts Payable	$	1,386,511	$	562,383	$	1,260,236
Accrued Expense	$	653,515	$	1,110,547	$	1,927,856
Revenue Anticipated Notes	$	2,634,489				
Deferred Revenue			$	772,837	$	641,138
PPP Loan Payable	$	2,973,000	$	2,973,000		
Factoring Agreement						
Total Current Liabilities	$	7,657,485	$	9,403,711	$	3,829,230
Restricted			$	1,181,511	$	2,569,568
Unrestricted	$	1,284,334	$	9,183,775	$	12,442,949
Total Net Assets	$	1,284,334	$	10,365,286	$	15,012,517
Total Net Assets & Liabilities	**$**	**8,941,819**	**$**	**19,768,997**	**$**	**18,841,747**

*Highlands Community Charter and Technical Schools Financial Statements June 30, 2022, pg 22.

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)

Annual Oversight Report 2021-2022

2021-22 Second Interim Multi-Year Projection (MYP) Summary

Based on data submitted in March 2023 (Second Interim Budget), Highlands projects to be fiscally solvent in 2022-23, 2023-24,2024-25 with a projected ending balance of $26 M in 2022-23 at approximately 40% of expenditures.

Statement of Financial Position		HCCS 2ND INTERIM MYP		
	2021-22 Unaudited Actuals	2022-23	2023-24	2024-25
ADA/Projected ADA	2697.1	4,500	5,400	6,480
Income	$ 49,054,051	$ 77,746,099	$ 99,115,585	$ 122,418,989
Expenditures	$ 44,094,580	$ 66,406,698	$ 88,451,106	$ 107,473,564
Income Less Expenditures	$ 4,959,470	$ 11,339,401	$ 10,664,479	$ 14,945,425
Beginning Balance	$ 10,365,286	$ 15,012,517	$ 26,351,918	$ 37,016,397
Ending Balance	$ 15,324,756	$ 26,351,918	$ 37,016,397	$ 51,961,822
Ending Balance as % of Expenses	34.75%	39.68%	41.85%	48.35%

*Unaudited Actuals HCCS & 2021-22 Multi-Year Projection Summary (HCCS)

PART 4: KEY ELEMENTS DATA

Enrollment by Ethnicity

Highlands Community Charter School (CBEDS)										
Year	Total Students	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2022-23	6749	166	14	1308	3	1378	44	3501	309	26
2021-22	3751	161	16	888	3	1144	26	1347	145	21
2020-21	3225	128	17	758	1	840	21	1322	111	27

*https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthYears.aspx?cds=34765050130757&agglevel=School&year=2021-22&ro=y

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)

Annual Oversight Report 2021-22

PART 4

Other Key Data Elements

	2021-22 HCCS Age Range					2022-23 HCCS Age Range				
Age Group	Grade 2	Grade 9	Grade 10	Grade 12	Total Enrollment	Grade 2	Grade 9	Grade 10	Grade 12	Total Enrollment
22		26	1	6	33	0	79	0	2	81
23-29		510	10	145	665	1	1188	0	92	1281
30-39		1185	10	253	1448	1	2421	14	205	2641
40-49		830	17	131	978	0	1492	8	107	1607
50+		552	5	70	627	0	1068	5	63	1136
Total	0	3103	43	605	3751	2	6248	27	469	6746

*https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050130757&agglevel=School&year=2022-23&ro=y

CALPADS data from the LCFF Unduplicated Pupil Counts reports HCCS' EL population to be at 89.79%

English Learners							
2021-22 English Learner	English Only	Initial Fluent English Proficient	English Learner	Reclassified Fluent English Proficient	TBD	Total	EL as % of Total
HCCS	383	6	3,368	12	0	3,751	89.79%
TRUSD	16,072	627	8,182	3,868	36	32,514	50.91%
Sacramento Co.	159,492	8,079	42,410	28,592	693	243,002	26.59%
State	3,509,857	270,040	1,127,648	963,056	15,481	589,240	32.13%

*CA_LCFF Unduplicated Pupil Count 2021-22

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

Unduplicated Pupil Percentage (UPP)

Highlands UPP was 98% in 2021-22.

Unduplicated Pupil % Counts	2018-19	2019-20	2020-21	2021-22
Total Enrollment	1,980	3,336	3,225	3,751
Free & Reduced Meal Program	1,828	3,077	2,852	3,481
Homeless	7	51	93	289
Direct Certification	19	8	13	10
Unduplicated FRPM Eligible Count	1,831	3,086	2,871	3,499
English Learner (EL)	1,725	3,013	2,912	3,368
CALPADS Unduplicated Pupil Count (UPC)*	1,961	3,273	3,202	3,698
UPP %**	99.04%	98.11%	99.29%	98.59%

*Students are counted once to arrive at this total
*Funded UPP based on three year rolling average and may be capped at % of authorizing LEA

*https://www.cde.ca.gov/ds/ad/filescupc.asp

2021-22 Expenditures

76% of expenditures were identified as educational program services. Approximately 57% of the budget is spent on salaries and benefits of employees.

HCCS 2020-21 Expenditures*	Educational Programs	General & Administrative	Total	Prior Year
Certificated Salaries	$ 9,467,260	$ 1,132,576	$ 10,599,836	
Classified Salaries	$ 7,987,567	$ 475,404	$ 8,462,971	
Employee Benefits	$ 5,705,796	$ 520,031	$ 6,225,827	
Books & Supplies	$ 3,166,181	$ 7,924,068	$ 11,090,249	
Professional/Consulting/Operating Expenditures	$ 7,515,656		$ 7,515,656	
Special Education Costs			$ -	
Depreciation		$ 232,093	$ 232,093	
Interest Expense	$ 52,410		$ 52,410	
Total	$ 33,894,870	$ 10,284,172	$ 44,179,042	
% by Program/Support	76.72%	23.28%	100.00%	
Total Expenditures (less depreciation)			$ 43,946,949	$ 54,943,544
Total Employee Costs/Benefits			$ 25,288,634	$ 32,578,105
Total Employee Costs/Benefits as % of Total Expenditures			57.54%	59.29%

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

PART 5: SITE VISIT OBSERVATIONS

Leadership

On Thursday January 19, 2023 Twin Rivers visited 5 sites for HCCS and CICA. The visits were lead by Von Allen, Director of Equity Initiatives, Brian Hamilton, Assistant Deputy Director and Mayra Valdivia, Assistant Deputy Director. Executive Director, Murdock Smith met up with the team at the Oak Park site. Principals from most of the sites lead the tour at their locations.

Physical Plant

The physical plants varied from business office spaces, to a converted car dealership, churches and a historical parish downtown. The Historic Oak Park site had recently received updates with renovations and fresh paint. The Florin site provided a very open floor plan while still allowing space for private meetings. The Calvary site provided plenty of space for the class, but could use some improvements to widen the narrow hallway to be ADA compliant. CICA and HCCS use shared spaces in many of the locations.

Classroom Visits

The in-person classroom visits provided a brief look at the approach to instruction for the various levels of English Learners. In most classes, students were seated in groups with others at similar EL levels. Groups are encouraged to collaborate and assist one another with work as needed. TRUSD witnessed multiple creative and interactive uses of technology such as a Jeopardy game with a focus on punctuations, American idioms, and word definitions. Student engagement were fully engaged in each classroom. The 4+ class lead by Mr. Aguirre was extremely full providing very little space to walk. Fewer tables or a bigger class would be more ideal.

Challenges

The greatest challenges for teachers is the new curriculum implementation as the learning curve is steep. For students, the greatest challenge is trying to get their basic needs met while investing in their education. As an organization, HCCS is challenged by the staffing and teacher shortage as well as finding ways to ensure students have their basic needs met so they can move from “survival to significance”.

Successes

While the new curriculum implementation is the greatest challenge for teachers, it is also the one of their greatest successes. Students are excited, making quicker progress and getting more support. For the organization, HCCS feels one of their greatest successes is to be serving a population of students that would otherwise be overlooked, which includes a 70% EL population and 34% African American student population.

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

PART 6 SUMMARY

Twin Rivers conducted the annual leadership meeting on November 3, 2022. Members from Highlands Community Charter School and California Innovative Career Academy were present:

- Murdoc Smith, Executive Director
- Matthew Lemos, Acting Director of Finance
- Christina Martinez, Director, CICA
- Lars Jorgensen, Chief of Staff
- Kevin Taylor, Deputy Director
- Melissa Roberson, Special Projects
- Brian Hamilton, Assistant Deputy Director
- Andrew Michaud, Principal
- Mayra Valdivia, Assistant Deputy Director

The Leadership team shared a brief overview of how the programs began in 2014-15 and how it has evolved to where it is today. The team is especially proud to be providing independent learning opportunities to a population that would otherwise be excluded because they do not have the supports they need at home.

HCCS supports academic success in a variety ways, which includes, but is not limited to high dosage tutoring (flexible hours between 6 am and 10 pm), robust cultural proficiency training for tutors, close alignment of tutors with teachers to ensure proper academic supports, and digital boot camps for students to ensure they have adequate knowledge of technology to be successful in Independent Study programs.

Other supports for students include a significant investment in a mentorship program to increase touchpoints with students and provide them with additional SEL supports. Technology assistance is provided through Chromebook and Cell Phone distribution to students as well as hands on training with "Digital Navigators" to teach students how to utilize the resources.

Leadership changes that were made in the recent past include the hiring of Matthew Lemos as Acting Director of Finance and Lars Jorgenson Chief of Staff. HCCS expects to continue expanding its sites, which aligns with their approach to ensure equity in access by providing educational opportunities in the neighborhoods they serve.

Twin Rivers continues to encourage HCCS to communicate about the plans to expand or close sites before the changes are made.



Murdock Smith
Executive Director

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

PART 7: APPENDIX

Appendix A: Highlands Mission/Vision (from website)

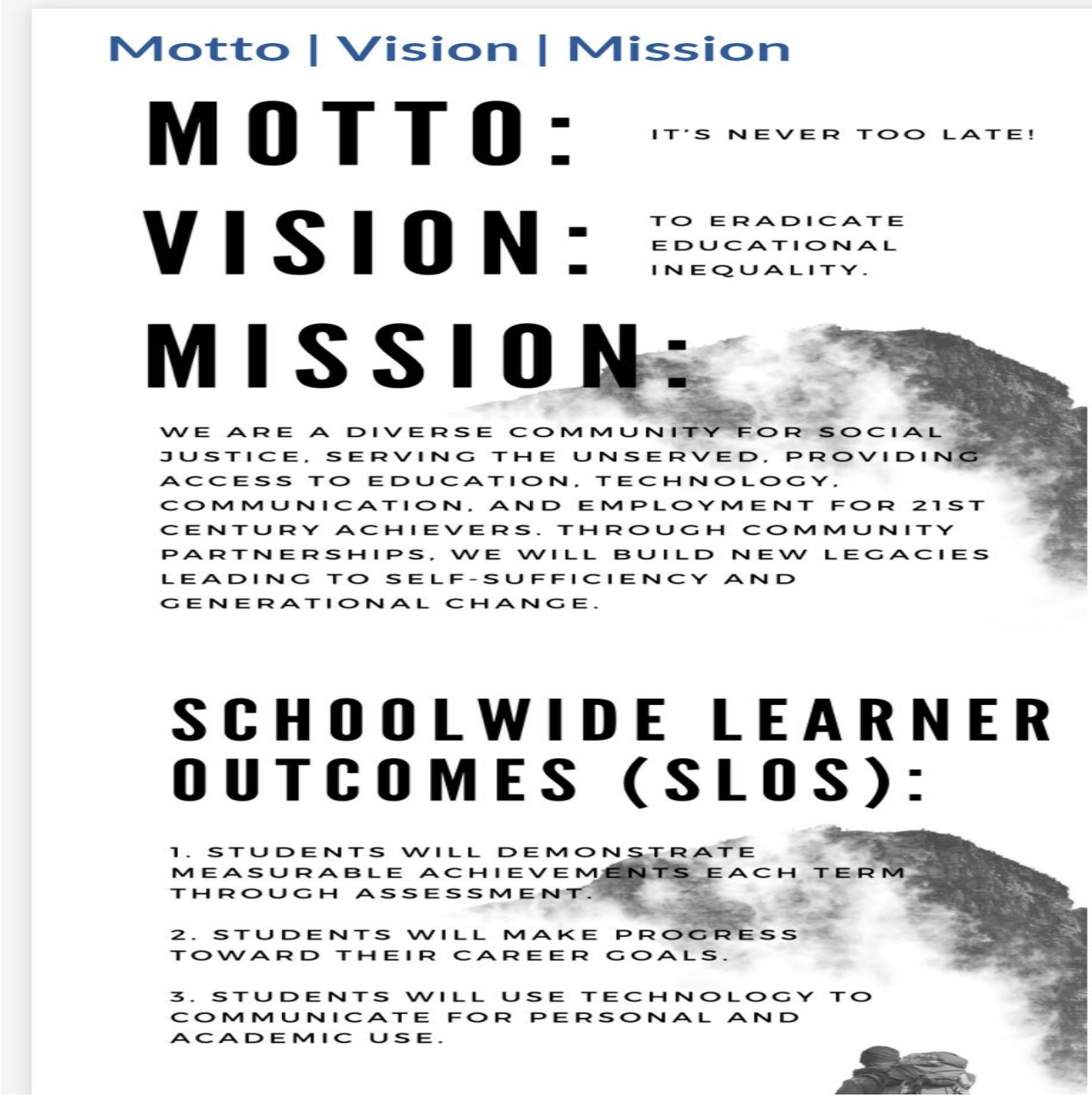

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

Appendix B: Main Campuses

HCCS operates resource centers at the following sites. The primary site is on Grand Avenue, with other sites co-located with California Innovative Career Academy

Appendix B: Main Campuses

01. **12th Street |** 701 12th Street, Suite 203, Sacramento, CA 95814
02. **24th (St. Anne's) |** 7720 24th Street, Sacramento, CA 95832
03. **65th St (Bach Viet South) |** 6853 65th Street, Suite C, Sacramento, CA 95828
04. **Arden |** 901 Arden Way, Sacramento, CA 95815
05. **Arden 2 |** 2260 Boxwood Street, Sacramento, CA 95815
06. **ARI Elder Creek (ARI South) |** 6270 Elder Creek Road, Sacramento, CA 95824
07. **ARI Sunrise (ARI North) |** 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
08. **Asher-CTE (Vendor) |** 1215 Howe Avenue, #101, Sacramento, CA 95825
09. **Auburn |** 4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841
10. **Bowling |** 7171 Bowling Drive, #1120, Sacramento, CA 95823
11. **Capitol Mall |** 555 Capitol Mall, #725, Sacramento, California, 95814
12. **Capitol Mall |** 555 Capitol Mall, #735, Sacramento, California, 95814
13. **Capitol Mall |** 555 Capitol Mall, #1275, Sacramento, California, 95814
14. **Clay Street |** 3805 Clay Street, Sacramento, CA 95838
15. **College Oak (SALAM) |** 4545 College Oak Drive, Sacramento, CA 95841
16. **Del Paso (Calvary Christian) |** 1100 Las Palmas Ave, Sacramento, CA 95815
17. **Edison (St. Matthew's) |** 2300 Edison Avenue, Sacramento, CA 95821
18. **El Camino |** 4813 El Camino Avenue, Suite A & B, Carmichael, CA 95608
19. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
20. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
21. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825
22. **Florin Rd |** 3801 Florin Road, Suite 107, Sacramento, CA 95823
23. **Folsom Blvd |** 10017 Folsom Blvd, Sacramento, CA 95827
24. **Folsom 2 |** 9555 Folsom Blvd, Suite E / F / H, Sacramento, CA 95827
25. **Garden Grove |** 10121 Westminster Avenue, Garden Grove, CA 92843
26. **Grand Avenue |** 1333 Grand Avenue, Sacramento, CA 95838
27. **Gurnick – CTE |** 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
28. **Hemlock - TRLCC |** 5537 Hemlock Street, Sacramento, CA 95841
29. **Hillsdale |** 5655 Hillsdale Boulevard, Suite 1, Sacramento, CA 95842
30. **Hillsdale 2 |** 5655 Hillsdale Boulevard, Suite 9, Sacramento, CA 95842
31. **Howe Avenue |** 1111 Howe Avenue, #115, Sacramento, CA 95825
32. **Howe Avenue |** 1111 Howe Avenue, #630, Sacramento, CA 95825
33. **Howe Avenue |** 1111 Howe Avenue, #655, Sacramento, CA 95825
34. **Hurley |** 3205 Hurley Way, Sacramento, CA 95864
35. **Industrial |** 8180 Industrial Pkwy, Sacramento, CA 95824
36. **Jackson (Bethany) |** 9880 Jackson Road, Sacramento, CA 95827

Appendix B: Main Campuses Continued

37. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
38. **Lao Family - Oakland 2 |** 8480 Edes Avenue, Oakland, CA 94621
39. **Larkspur 1 (Bach Viet Larkspur) |**1100 Fulton Ave, #F, Sacramento, CA 95825
40. **Larkspur 2 (Bach Viet North) |** 1050 Fulton Ave, #110, Sacramento, CA 95825
41. **Maple |** 3301 37th Avenue, Sacramento, CA 95824
42. **Maple 2 (St. Rose) |** 5961 Franklin Blvd, Sacramento, CA 95824
43. **Marconi 2 |** 3727 Marconi Ave, Sacramento, CA 95821
44. **Marysville |** 715 C Street, Marysville, CA 95901
45. **McClellan |** 3144 Palm Street, Building 826, McClellan Park, CA 95652
46. **McClellan 2 |** 5411 Luce Ave, Unit 242, McClellan, CA 95652
47. **North Laguna |** 8211 Bruceville Rd, #115, Sacramento, CA 95823
48. **North Laguna 2 |** 8211 Bruceville Rd, #125, Sacramento, CA 95823
49. **Norwood |** 431 Hayes Avenue, Sacramento, CA 95838
50. **O Street |** 1326 O Street, Sacramento, CA 95814
51. **Oak Park |** 2520 33rd St, Sacramento, CA 95817
52. **Oxnard |** 328 West Third Street, Oxnard, CA 93030
53. **Rosemont (Saint John's)**
54. **San Diego |** 406 9th Avenue, Suite 310, San Diego, CA 92101
55. **San Pablo |** 1964 Rumrill Blvd, San Pablo, CA 94806
56. **SHRA - Marina Vista |** 30 Seavey Circle, Sacramento, CA 95818
57. **South Side Park (OLOG) |** 711 T Street, Sacramento, CA 95811
58. **West Sac (Holy Cross) |** 800 Todhunter Avenue, West Sacramento, CA 95605
59. **Whitney (Faith Legacy) |** 3532 Whitney Avenue, Sacramento, CA 95821
60. **Whitney 2 |** 3319 Watt Avenue, Sacramento, CA 95821
61. **Yuba City |** 229 Clark Ave. Suite Q, Yuba City CA 95991
62. **Yuba City |** 229 Clark Ave. Suite V, Yuba City CA 95991

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

Appendix C: LCAP Summary

Successes

Highlands continues to make progress in the areas of technology, academic achievement, workforce readiness, and student services. Due to the COVID-19 pandemic, there has been a suspension on data in the Dashboard. Prior to the pandemic, HCCS had red indicators in chronic absenteeism, graduation rate, and college/career.

The California Dashboard does not give accurate indicators of HCCS overall school progress because it weighs heavily on CAASPP test, which our students don't take. Instead, we provide local measures of academic performance and workforce readiness.

Academic Performance

- 7,060 total number of CASAS assessments in 2021-2022, an increase of 78% since 2020-2021. This is due to both an increase in enrollment and an increase in testing frequency to every 6-8 weeks. Additionally, during the 2020-2021 school year COVID made inperson testing impossible and new guidelines required 1-on-1 testing via Zoom ultimately limiting our testing capacity. Once inperson learning commenced, the testing doubled and we are looking to return to regular testing in future years.
- 54% of students who have both a pre- and post- CASAS test achieved a level gain. On average in pre-pandemic years, 40% of our students were improving and moving up a level during the calendar year. During the pandemic, level gains dropped but we are seeing a steady increase after in-person learning returned • 2,489 passing EL Civics assessments. EL Civics assessments are designed to teach and measure life skills and strive to be authentic replications of real-world tasks. Three annual assessments are given to students throughout the school year. Increased student participation has a positive impact on daily life as it relates to employment and interaction with civic establishments.

Workforce Readiness

- Career Technical Education has experienced over 300% growth over the course of the year. More and more students are learning about CTE opportunities through in-class presentations, appointments with counselors, and through exposure to workforce chats with the goal of increasing CTE participation to 85%.
- Three new CTE offerings were added including Multi-Craft Core Construction (MC3), Paraeducator pathway, and the introduction of internships.
- Additional CTE programs will be added in the coming year: welding, culinary, barbering, and STEM options (robotics, computer programming, electrical engineering, etc).
- Over 25 iCEV (Internet Creative Education Videos) certifications were completed online with programs such as Southwest professional communication, business office technology, personal financial literacy, anatomy and physiology, principles of construction, and more.

Student Services

- 299 students received eyeglasses through our partnerships
- 850 students visited our mobile Clothing Closet and received free and much needed clothing items which includes winter wear, interview attire, formal wear, and children's and infant's clothes.
- 1882 meals were given to students at various sites.
- 150 students received other services such as housing, delivery of technology, and more.

Identified Need

A large percentage of our students are socio-economically disadvantaged and fall into the unduplicated student's category requiring more support in their pursuit of education. In addition, 67% of our students are actively parenting, 70% of our students are women, and many of them work in addition to attending school. Without the typical in-class support in online learning during COVID, most of our students experienced a learning loss. These are the following steps HCCS is taking to address this learning loss:

Addressing Learning Loss and Supporting Students

- High-dosage tutoring services were provided to all students online resulting in 80% of graduates receiving academic support.
- Increased number of paraeducators in classrooms.
- Former paraeducators were promoted to teachers offering better representation and even bilingual support in the classroom.
- Offering more instructional minutes during the day.
- English Learner students at intermediate level now have earlier access to CTE programs.
- Adoption of supplemental literacy and advanced curriculum to provide English skill-specific content through ABC English and Burlington English

Appendix D: LCAP Review

Comprehensive Support and Improvement
Highlands Community Charter School

Support for Identified Schools

Navigators, Counselors, Student Intervention Team (SIT), and The Center for Workforce Solutions will work in collaboration to meet student academic, language, cultural and social/emotional needs that may impede graduation.

- Counselors will meet with 50% of their high school student caseload once each term to monitor academic progress.
- Navigators will meet with 50% of their ELD/IHS student caseload once each term to monitor academic progress.
- Navigators will support ELD/IHS students in their native languages as needed.
- Students not meeting academic progress will be referred to the Student Intervention Team for support to meet basic and other needs including but not limited to: food & clothing distribution, expungement support, housing resources, medical and mental health resources.
- Navigators and Counselors will collaborate with students to develop a post graduation plan which may include college, vocational school, or employment.
- CTE information sessions will be offered to all students each term.
- 100% of graduating students will be referred to The Center for Workforce Solutions team for assistance with resume building, interview skills, and job placement.

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

Appendix E: 2021-22 California Dashboard

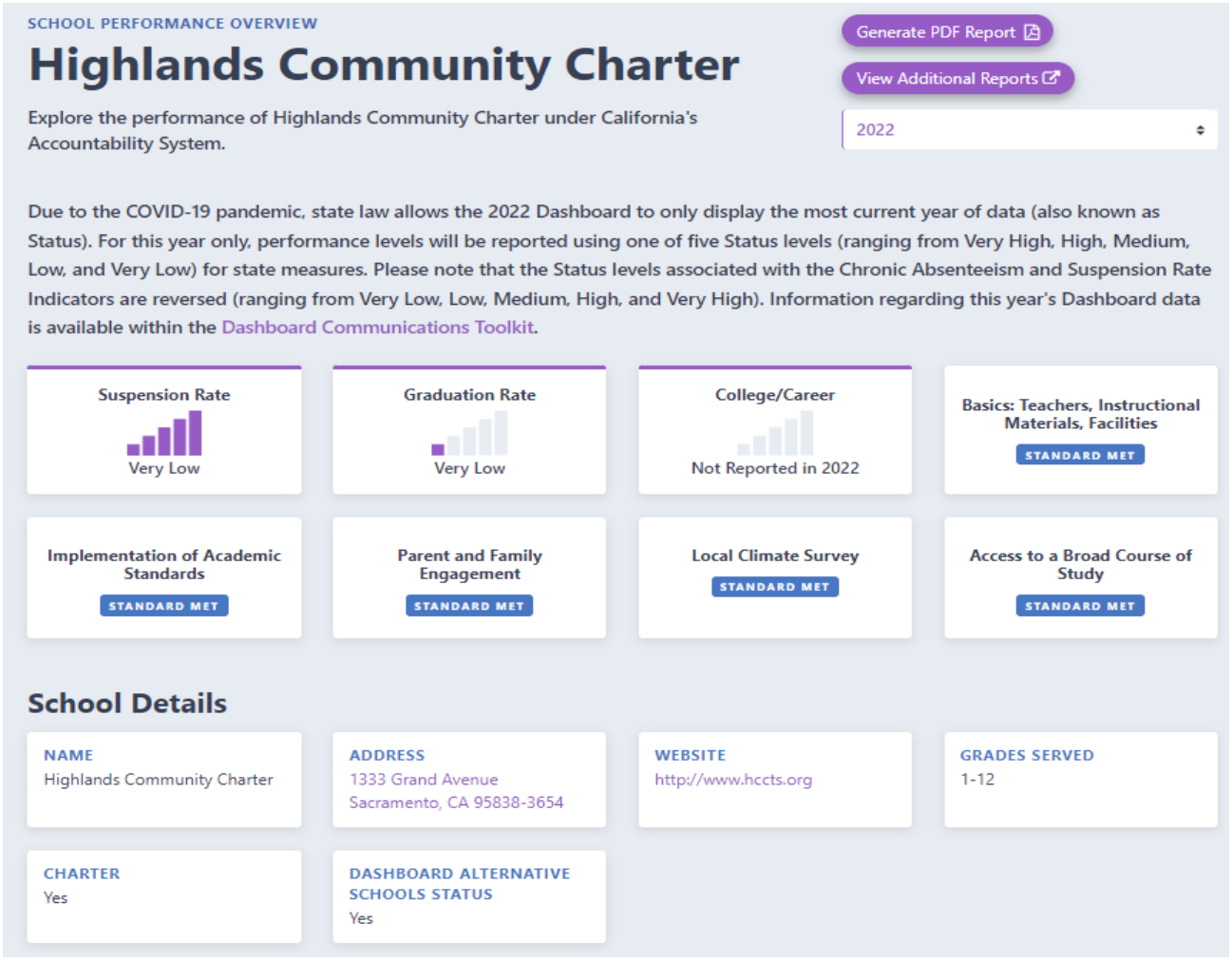

*https://www.caschooldashboard.org/reports/34765050130757/2022

Appendix F: Board of Directors

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
ORGANIZATION
June 30, 2022

Highlands Community Charter School [Charter #1674], is a Kindergarten through Grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on May 1, 2019 expiring June 30, 2026, pursuant to the terms of the Charter School Act of 1992, as amended.

California Innovative Career Academy [Charter #2072], is a Kindergarten through Grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on June 26, 2019 expiring June 30, 2026, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2022 was comprised of the following members:

Name	Office	Term	Term Expiration
Ernie Daniels	Corporate President	3 Years	July 9, 2023
Doyle Radford	Vice President	3 Years	February 4, 2024
Matt Powers	Corporate Secretary	3 Years	February 4, 2024
Sonja Cameron	Corporate Treasurer	3 Years	January 5, 2025
Sharon Rocco	Director	3 Years	May 6, 2024
Rick Jones	Director	3 Years	May 6, 2024
Mellonie Yang	Director	3 Years	January 5, 2025
Mary DeChance	Director	3 Years	December 3, 2023
Sondra Betancourt	Director	TBD *	N/A

*Sondra Betancourt was appointed by Twin Rivers Unified School District with no fixed term expiration

Administration

Name	Position
Murdock Smith	Executive Director/CEO
Matthew Lemos	Director of Fiscal Services

Appendix G: List of Questions
A list of questions was used with the Charter Leadership teams to guide the oversight meetings.

"Describe how your school supports academic success for students (outline general supports as well as EL, SPED and other sub-group supports)

Describe how your organization identifies and supports other student needs such as nutrition, school supplies, SEL, technology resources, and equity and diversity.

Discuss the greatest challenges and successes for teachers, students, and your organization.

What changes were made during the 21-22 year in leadership, facilities, academics and programs?

Discuss the overall EL and Mathematic scores for your organization for the 2021-22 year.

Which results were you most proud of for your organization?

Describe your chronic absenteeism rates for last year and explain any plans/actions you have to improve rates this year.

From an organizational viewpoint, outline your plans to increase and support college/career readiness for students (NOTE: The 2022 dashboard will not report college/career readiness, but it will be reported in the 2023 Dashboard).
Discuss your organizations graduation rates for last year and any steps you are taking to increase graduation rates this year.

What changes do you anticipate for the organization in the areas of leadership, facilities, academics, and programs?

Is there anything we did not discuss that you would like to add?
□
□
□
□
□
□
□
□
□
□
□
□

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-22

Appendix H: Highlands Community Charter and Technical Schools (All) Statement of The 2021-22 year has a cash positive $10.6 M and a liability-to-asset ratio of 19%. Anything less than a 40% ratio is a strong indicator of fiscal solvency.

Highlands Community Charter and Technical Schools (All)

Statement of Financial Position Audited Financial Statement	
	2021-2022
ASSETS	
Cash	10,600,751
Accounts Receivable	12,123,663
Prepaid	810,421
Investments	
Fixed Assets	2,396,554
Deposits	97,321
Total Assets	**26,028,710**
LIABILITIES	
Accounts Payable	1,372,946
Accrued Expense	2,926,410
Deferred Revenue	641,138
Total Liabilities	**4,940,494**
ASSETS & LIABILITIES	
Unrestricted-Board Designated	
Undesignated	18,296,772
Temporarily Restricted	2,791,444
Total Net Assets	21,088,216
Total Net Assets & Liabilities	26,028,710
Liability/Asset Ratio	**0.19**

*Highlands Community Charter and Technical Schools Audit Report Year Ended June 30, 2022

HIGHLANDS
COMMUNITY CHARTER SCHOOL

TRUSD OVERSIGHT REPORT

HIGHLANDS
COMMUNITY
CHARTER
SCHOOL

TwinRivers
UNIFIED SCHOOL DISTRICT

2022-2023

This report summarizes data on activities from the 2022-23 school year for the Highlands Community Charter School and includes an update on the 2023-24 school year.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Prepared by: Sharilyn Warta
Date: June 1, 2024

Key Data Points	2020-2021	2021-2022	2022-2023	2023-2024
October Enrollment	3225	3751	6749	9069
Socioeconomically Disadvantaged	95.04%	95.09%	93.85%	97.40%
English Learners	90.90%	91.10%	94.38%	98.40%

*HCCS' English Learner enrollment is not captured in DataQuest, the District's verifiable data source. 23-24 EL data is populated from UPP counts. (https://dq.cde.ca.gov/dataquest/DQCensus/EnrELASLevels.aspx?cds=3476505&agglevel=District&year=2023-24)

Overview

The report will be divided into seven areas and are aligned with TRUSD board policy on charter oversight.

1. Compliance with Legal Requirements (Board Policy)
2. Student Outcomes and LCAP (Board Policy)
3. Fiscal Condition (Board Policy)
4. Key Elements Data
5. Site Visit Observations
6. Leadership Visits Meeting Summary
7. Appendix

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes outlined in the charter, both school-wide and for all groups of students served by the school. This determination shall be based on the measures specified in the approved charter and the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART I: COMPLIANCE WITH LEGAL REQUIREMENTS (BOARD POLICY)

Board Policy:

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

HCCS reports they filed all required reports with their office, and there are no known violations of law. TRUSD reports that all required reports have been filed, and there are no known items to report.

PART 2: STUDENT OUTCOMES AND LCAP (BOARD POLICY)

Board Policy:

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both school-wide and for all groups of students served by the school. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for HCCS as students do not take the Smarter Balanced Summative Assessments like traditional K-12 schools. Data points from the most recent LCAP are included in this report.

California Workforce Innovation and Opportunity Act (WIOA)

HCCS falls under the Workforce Innovation and Opportunity Act (WIOA). The California Workforce Innovation and Opportunity Act intersects with Title 3 (Postsecondary Education), Division 7 (Community Colleges), and Part 54.5 (Strong Workforce Program) of the California education code by promoting collaboration between educational institutions, workforce development agencies, and employers to provide individuals with the skills and training needed to succeed in the labor market.

While AB 1507 outlined restrictions to the geographic locations of charter schools, it did not change the geographic location exemption for charter schools operating in partnership with the Federal Workforce Innovation and Opportunity Act. This means WIOA schools may operate sites outside of the District's boundaries.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Dashboard Alternative School Status (DASS)

HCCS is one of the TRUSD independent charters that is DASS-designated.

DASS schools serve a specific population of students who may require additional educational approaches or support services. The DASS designation is intended to provide context for understanding the performance of these schools within the broader landscape of education in California. It acknowledges that these schools may have different performance metrics or expectations than traditional schools, due to the unique needs of the students they serve.

The DASS designation does not imply that the school's performance is inferior or deficient; rather, it recognizes the importance of considering the specific challenges and circumstances faced by the student population served. Using different measures, metrics, and targets, authorizers should evaluate DASS schools on outcomes under the same general categories. The measurements for each DASS school should be based on the population they serve.

The 2022 California School Dashboard (Dashboard) and Graduation Rate Additional Report now include the DASS one-year graduation rates for schools identified as DASS. DASS schools are alternative schools that mainly serve "at-promise" students and have met the DASS eligibility requirements. The DASS one-year graduation rate measures the percentage of students who were enrolled in grade twelve (including early grade eleven graduates) during the 2021–22 school year and earned a standard high school diploma, special education certificate of completion, California High School Proficiency Examination (CHSPE), or an adult education diploma. These students count as graduates for the purposes of the DASS one-year graduation rate.

Please note that due to the denial of California's waiver by the U.S. Department of Education in 2022, the DASS one-year graduation rate will not be used for accountability. Instead, it is provided for informational purposes only at the school level for DASS schools. In addition, DASS one-year graduates will not be used to calculate the outcomes of the College/Career Indicator for DASS schools in future Dashboards.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART 3: FISCAL CONDITION (BOARD POLICY)

Board Policy

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

The TRUSD Executive Director of Fiscal Services conducts a detailed review of the budget, interim reports, and audit. TRUSD's Executive Director, Fiscal Services, and Director, Special Projects do a detailed review of the LCAP. HCCS has a liability-to-asset ratio of 25.5%. Anything less than a 40% ratio is a strong indicator of fiscal solvency. HCCS ended the 2022-23 year fiscally solvent with net unrestricted assets of $25.9M. HCCS is fiscally solvent in the current and future years and has sufficient cash.

2022-23 End of Year Financial Position

Statement of Financial Position Audited Financial Statement						
	2020-2021		2021-2022		2022-2023	
Cash	$	1,756,910	$	8,612,678	$	12,701,567
Accounts Receivable	$	15,265,303	$	6,924,773	$	22,317,344
Prepaid	$	614,795	$	810,421	$	1,600,364
Intercompany Receivable (payab	$	950,000				
Fixed Assets	$	1,130,877	$	2,396,554	$	2,419,570
Deposits	$	51,112	$	97,321	$	208,024
Lease right-of-use asset					$	7,128,905
Finance lease right-of-use asset					$	101,531
Total Assets	$	19,768,997	$	18,841,747	$	46,477,305
Cash Overdraft/Line of Credit	$	3,984,944				
Accounts Payable	$	562,383	$	1,260,236	$	4,142,169
Accrued Expense	$	1,110,547	$	1,927,856	$	44,588
Deferred Revenue	$	772,837	$	641,138		
PPP Loan Payable	$	2,973,000				
Current Portion of Lease Liability					$	3,495,793
Current Portion of Finance Lase Liability					$	63,189
Lease Liability, less Current Portion					$	4,088,279
Finance Lease Liability, less Current Portion					$	38,342
Total Liabilities	$	9,403,711	$	3,829,230	$	11,872,360
Restricted	$	1,181,511	$	2,569,568	$	8,720,812
Unrestricted	$	9,183,775	$	12,442,949	$	25,884,133
Total Net Assets	$	10,365,286	$	15,012,517	$	34,604,945
Total Liabilities & Net Assets	**$**	**19,768,997**	**$**	**18,841,747**	**$**	**46,477,305**

*Independent Audit Report.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

2022-2023 Expenditures

Approximately 47% of the expenditures are spent on salaries and benefits of employees.

HCCS 2022-23 Expenditures*	Total	Prior Year
Certificated Salaries	$11,084,690	$ 9,462,992
Classified Salaries	$11,943,229	$ 9,120,143
Employee Benefits	$ 8,177,553	$ 6,086,422
Books & Supplies	$ 5,740,290	$ 3,882,828
Professional/Consulting/Operating Expenditures	$29,365,300	$15,310,102
Depreciation	$ 251,571	$ 232,093
Total	**$66,562,633**	**$44,094,580**
Total Expenditures (less depreciation)	$66,311,062	$43,862,487
Total Employee Costs/Benefits	$31,205,472	$24,669,557
Total Employee Costs/Benefits as % of Total Expenditures	47.06%	56.24%

**Unaudited Actuals*

2023-24 First Interim Multi-Year Projection (MYP) Summary

Based on data submitted in December 2023 (First Interim Budget), HCCS projects to be fiscally solvent in 2023-24, 2024-25, and 2025-26 with a projected ending balance of $38.6M in 2023-24.

Statement of Financial Position				
		HCCS 1ST INTERIM MYP		
	2022-23 Unaudited Actuals	2023-24	2024-25	2025-26
ADA/Projected ADA	4,455	5,900	6,490	7,139
Income	$ 87,368,643	$ 111,310,292	$ 126,607,884	$ 143,030,629
Expenditures	$ 66,562,633	$ 107,336,253	$ 121,059,956	$ 137,009,523
Income Less Expenditures	$ 20,806,010	$ 3,974,039	$ 5,547,928	$ 6,021,106
Beginning Balance	$ 13,830,416	$ 34,636,426	$ 38,610,465	$ 44,158,393
Ending Balance	$ 34,636,426	$ 38,610,465	$ 44,158,393	$ 50,179,499
Ending Balance as % of Expenses	52.04%	35.97%	36.48%	36.62%

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART 4: KEY ELEMENTS AND DATA

Enrollment by Ethnicity

Year	Total Students	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2023-24	9069	71	18	1934	4	1590	64	4848	518	22
2022-23	6749	166	14	1308	3	1378	44	3501	309	26
2021-22	3751	161	16	888	3	1144	26	1347	145	21

**https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthYears.aspx?cds=34765050130757&agglevel=School&year=2021-22&ro=y*

Other Key Data Elements

	2022-23 HCCS Age Range					2023-24 HCCS Age Range			
Age Group	Grade 2	Grade 9	Grade 10	Grade 12	Total Enrollment	Grade 9	Grade 10	Grade 12	Total Enrollment
22	0	79	0	2	81	96	2	1	182
23-29	1	1188	0	92	1281	1405	37	28	2843
30-39	1	2421	14	205	2641	3385	63	78	6372
40-49	0	1492	8	107	1607	2276	36	47	4073
50+	0	1068	5	63	1136	1543	20	51	2813
Total	2	6248	27	469	6746	8705	158	205	16283

**https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24*

One-Year Graduation Rate

2021-22

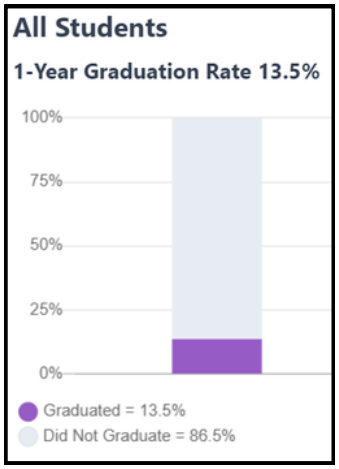

2022-23

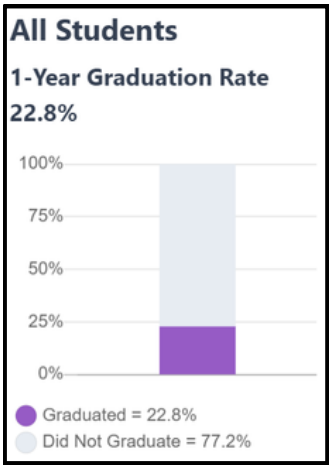

The DASS 1-Year graduation rate data are displayed below for informational purposes only for local educational agencies and schools that support at-promise students in alternative school settings. The bar charts reflect the percentage of grade twelve students who received a high school diploma or an adult education diploma, completed a high school equivalency test, or earned the California High School Proficiency Examination (CHSPE) or Special Education Certificate of Completion during the academic year.

**https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

While much of HCCS' student population is learning English, adult English learners are not considered "English Learners" for purposes of federal Title III funding or state-level accountability.

English Learners							
2022-23 English Learner	English Only	Initial Fluent English Proficient	English Learner	Reclassified Fluent English Proficient	TBD	Total	EL as % of Total
HCCS	369	3	0	7	0	6,749	0.00%
TRUSD	16,237	16,237	9,254	3,401	55	37,651	56.99%
Sacramento Co.	158,835	158,835	44,193	27,560	715	247,646	27.82%
State	3,516,391	3,516,391	1,112,535	927,723	14,887	5,852,544	31.64%

**LCFF Unduplicated Pupil Counts, CALPADS C/A 1.17*

Unduplicated Pupil Percentage (UPP)

HCCS' UPP increased by 01.14% from the 2022-23 year to the 2023-24 school year.

Unduplicated Pupil % Counts	2020-21	2021-22	2022-23	2023-24
Total Enrollment	3,336	3,225	3,751	9069
Free & Reduced Meal Program	3,077	2,852	3,481	8773
Homeless	51	93	289	653
Direct Certification	8	13	10	49
Unduplicated FRPM Eligible Count	3,086	2,871	3,499	8793
English Learner (EL)	3,013	2,912	3,368	8925
CALPADS Unduplicated Pupil Count (UPC)*	3,273	3,202	3,698	9044
UPP %**	98.11%	99.29%	98.59%	99.72%

**Students are counted once to arrive at this total*
**Funded UPP based on three year rolling average and may be capped at % of authorizing LEA*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART 5: SITE VISITS

Background

As of June 5, 2024, MOU Amendment No. 3 between Highlands Community Charter and Technical Schools and TRUSD lists 20 student sites and 1 administrative site for CICA. (See Appendix B for a list of sites).

TRUSD requires the HCCTS administration to provide prior notification before closing or opening any sites. The District will determine if the addition of a new site constitutes a material revision.

During the 2023-24 school year, TRUSD contracted services with Ryland, Strategic Business Consulting to conduct the annual oversight visits. Scott Leaman, Financial Program Consultant, Ryland, Strategic Business Consulting completed 30 site visits for HCCS facilities. The remaining facilities will be visited during the 2024-25 school year.

Sites Visited: 2023-24 School Year

1. 12th Street: 701 12th Street, Suite 203, Sacramento, CA 95814
2. Auburn: 4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841
3. Auburn: 4441 Auburn Blvd, Suite J, Sacramento, CA 95841
4. Bowling: 7171 Bowling Drive, #1120, Sacramento, CA 95823
5. Capitol Mall: 555 Capitol Mall, #735, Sacramento, CA 95814
6. College Oak (SALAM): 4545 College Oak Drive, Sacramento, CA 95841
7. Del Paso (Calvary): 1100 Las Palmas Avenue, Sacramento, CA 95815
8. Del Paso 2: 3730 Marysville Blvd, Sacramento, CA 95838
9. Fair Oaks: 2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825
10. Florin Road: 3801 Florin Road, Suite 107, Sacramento, CA 95823
11. Hemlock -TRLCC: 5537 Hemlock Street, Sacramento, CA 95841
12. Hemlock 2: 5527 Hemlock Street, Suite B, Sacramento, CA 95841
13. Hillsdale: 5655 Hillsdale Blvd, Suites 1, 9, 11 & 18, Sacramento, CA 95842
14. Howe Ave: 1111 Howe Avenue, #655, Sacramento, CA 95825
15. Hurley: 3205 Hurley Way, Sacramento, CA 95864
16. Larkspur 1 (BV Larkspur): 1100 Fulton Avenue, #F, Sacramento, CA 95825
17. Larkspur 2 (BV North): 1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825
18. Maple: 3301 37th Avenue, Sacramento, CA 95824
19. Maple 2 (St. Rose): 5961 Franklin Blvd, Sacramento, CA 95824
20. Marysville: 715 C Street, Marysville, CA 95901
21. Marysville 2 (CTE): 1431 C St, Marysville, CA 95901
22. McClellan: 3144 Palm Street, Building 826, McClellan Park, CA 95652
23. McClellan 2: 5411 Luce Ave, Unit 242, McClellan, CA 95652
24. Norwood: 431 Hayes Avenue, Sacramento, CA 95838
25. Old Auburn: 7817 Old Auburn Road, Citrus Heights, CA 95610
26. Oxnard: 328 West Third Street, Oxnard, CA 93030
27. Oxnard 2: 560 South A Street, Suite B, Oxnard, CA 93030
28. SHRA - Marina Vista: 30 Seavey Circle, Sacramento, CA 95818
29. S. Lake Tahoe: 1041 Lyons Avenue, South Lake Tahoe, CA 96150
30. West Sacramento (Holy Cross): 800 Todhunter Avenue, West Sacramento, CA 95605

The "Summary of Visits" include details for both HCCS and CICA and were taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Summary of Visits

The onsite visits involve conversations with staff leadership, a walk of the facilities, and observations of the students and staff in their educational environment. Visitations only provide a snapshot of daily activities, and all efforts are made not to disrupt any learning. Overall, meetings with staff have been pleasant, informative, and welcoming.

Site Personnel:

- Staff at the sites appear dedicated. Based on the description of activities and observation, they are focused on students succeeding.
- All staff were welcoming and open about their program. They were excited to share their efforts and site activities.
- While some teachers hold traditional K-12 credentials, many teachers reported holding the Adult Education credential, but not a K-12 teaching credential.
- Site administrators hold a variety of degrees and credentials.

Program

- Overall, based on observation, programs consist of an English Learner Program, a High School diploma program, and Career Technical Education (CTE). There are other smaller or local programs and initiatives such as an Equity Program.
- The English Learner Program and High School Programs are taught in person under HCCS, and the I.S. online programs are under CICA. Both use a similar curriculum but are delivered in different formats.
- Many teachers and administrators cited strong curricular support through the Edmentum online high school program and “Theme Packets” that are authored by HCCTS staff. Staff also supplement their program with other resources.
- Many staff cited multiple staff development options offered by the school.
- Students in the English Learner Program are assessed throughout the year and placed in “levels” based on their proficiency. Levels 0-3 are in Independent High School (IHS), followed by a “Bridge” program, then high school.
- Grade level assignment is based on credits: ninth grade on the attainment of 50 credits, tenth is 51-149 credits and twelfth is 150-200 credits. There is no eleventh-grade offered.

Technology/Classrooms

- Almost all classrooms had a projector, strong internet service, student laptops (sometimes served by a central laptop cart), and school-issued phones.

Classrooms were equipped similarly with tables, chairs, and wall colors, no matter where they were located.

Students

- The Student Intervention Team was cited often by staff as a referral for students in need. This team was described as guiding students to available resources.
- Although not visited, the staff stated that a laundromat is available to students in Sacramento.
- Daily student attendance for in-person programs (HCCS) is logged by a “Brain” scanning program or through paper. Online programs (CICA) have an Evidence of Progress standard in order to continue attending.

The “Summary of Visits” include details for both HCCS and CICA and were taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

- Students appeared engaged and on task during their studies.
- The school serves only adult learners.

Overarching

- In-person program ADA (HCCS) was reportedly 50%. These programs appear to have a 15-day non-attendance notification process followed by a 20-day drop process. TRUSD with support and collaboration from HCCTS is performing a detailed review of the attendance practices via an outside auditor.
- Independent Study Program ADA (CICA) is reportedly at or near 90%. These programs appear to have an "Evidence of Progress" requirement before dropping a student, or placing them on a Leave of Absence, as described by the school.

- Daily student attendance for in-person programs (HCCS) is logged by a "Brain" scanning program or through paper. Independent Study programs (CICA) have an Evidence of Progress standard in order to continue attending.
- Students appeared engaged and on task during their studies.
- The school serves only adult learners.

Overarching

- In-person program ADA (HCCS) was reportedly 50%. These programs appear to have a 15-day non-attendance notification process followed by a 20-day drop process. TRUSD with support and collaboration from HCCTS is performing a detailed review of the attendance practices via an outside auditor.
- Independent Study Program ADA (CICA) is reportedly at or near 90%. These programs appear to have an "Evidence of Progress" requirement before dropping a student, or placing them on a Leave of Absence, as described by the school.
- There is no eleventh-grade offered. Programmatically, state academic assessment through the California Assessment of Student Performance and Progress (CAASPP) is administered at this grade level. This assessment it the sole general statewide assessment of academic achievement administered at the high school level, however, it is not administered at Highland because they do not offer eleventh grade.

HCCTS' staff and students appear focused on adult student success. None of the overarching comments should take away from the efforts observed of teachers, administrators and students supporting their educational success.

"Summary of Visits" taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART 6: LEADERSHIP MEETING SUMMARY

Leadership

TRUSD met with Highlands Community Charter and Technical School's leadership team on Tuesday, November 14, 2023, via zoom. Present for HCCS were the following individuals:

- Murdock Smith, Executive Director
- Mayra Valdivia, Assistant Deputy Director
- Brian Hamilton, Assistant Deputy Director
- Isa Cacho, Director of Student Services
- Lee Farrand, Director of Workforce Solutions
- Christina Martinez, Director of Independent Study
- Melissa Roberson, Academic Programs Coordinator

Enrollment

Enrollment has continued to increase at a rapid rate for HCCTS . There are over 14,000 students enrolled in HCCTS throughout the state. Part of the growth is attributed to the Workforce Innovation and Opportunity Act which allows them to expand beyond the boundaries of their local governance agency.

Goals

HCCTS has a Career Technical Education goal of enrolling 85% of the students in a CTE program. To reach this goal the organization makes it a priority to communicate with each student about their needs and areas of interest. As of the date of this leadership meeting, HCCTS has surpassed this goal with 86% of students currently enrolled in a Workforce Readiness, CTE course program or pathway.

Academic achievement is another one of the organization's goals. The adult student population has a variety of barriers that prevent them from succeeding academically so HCCTS works hard to remove the obstacles. Some of the actions HCCTS has taken to remove barriers include adopting a culturally relevant curriculum, providing an easy transition from in-person to independent study, high dosage tutoring available throughout the day and evening, and hiring a Community School Coordinator.

Changes in Leadership

Currently, HCCTS is in the middle of a reorganization with an anticipated new organizational chart that better represents the roles. Updates are expected to take place during January 2024. In addition to this major change, HCCTS promoted Christina Martinez to the Director of Independent Study for CICA.

Student Recruitment

HCCTS does conduct some of the typical recruitment activities by partnering with local agencies, but most of the students come by referral and/or word-of-mouth.

Highlands Community Charter and Technical Schools
Highlands Community Charter School

Academics
To help students recover from the pandemic and mitigate learning loss, leadership focuses on professional development. Specifically, as it pertains to learning loss and chronic absenteeism. May and August PD was entirely focused on learning loss. A holistic approach was taken to address this issue with a focus surrounding empathy, and the ability to communicate and understand the diverse population of learners.

Other academic supports include high-dosage tutoring from 6:00 a.m. to 10:00 p.m., the Burlington English program for English Learners that helps to bring alignment across all content areas. The digital literacy boot camp continues to be a major support in the areas of academics as it removes technology barriers. The culturally relevant curriculum has also supported academic success for students.

This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they have fun ways to learn. They will also be expanding the use of the “Brain” application beyond collecting attendance and meeting compliance requirements to support the academic programs.

CTE Courses
This year HCCTS began to investigate a Personal Finance CTE course. While this is not officially a CTE course, it may be added shortly as they had 95 students enrolled. The highest interest appears to be in the Truck Driving CTE course which leads students to high-paying jobs and the Digital Navigator CTE courses which allow students to earn certificates from Google.

Facilities
Small upgrades such as painting, waxing floors, new carpet, and restroom upgrades have been made at various sites. As new sites are explored the organization looks for sufficient space for laundromats, exercise rooms, and spaces for student centers. We recommend that HCCTS follow the steps outlined in MOU Amendment No. 3 for opening new facilities.

Challenges and Successes Last Year
Murdock Smith cites the organization's greatest success from last year to be the strong team of leaders that have emerged over the past few years. They have made personal growth and taken ownership. The increased of diversity for principals, especially at CICA is another huge success. HCCTS desires to have staff demographics mirroring their student population. While the staff has continued to grow personally, staffing continues to be a challenge. The quick growth had made it difficult to keep up with the ever-growing needs.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART 7: APPENDIX

Appendix A: Highlands Mission/Vision

Motto | Vision | Mission

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

https://www.cicacademy.org/apps/pages/mvm (CICA Website)

CDS Code: 34765050130757

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix B: Locations/Sites

Highlands Community Charter
1333 Grand Avenue
Sacramento, CA 95838
Phone: 916-844-2283

12th Street
701 12th Street, Suite 203
Sacramento, CA 95814

24th (ST. Anne's)
7720 24th St
Sacramento, CA 95832

65th St (Back Viet South)
6853 65th St., Ste. C
Sacramento, CA 95828

Arden 2
2260 Boxwood Street
Sacramento, CA 95815

ARI Elder Creek (ARI South)
6270 Elder Creek Rd
Sacramento, CA 95824

ARI Sunrise (ARI North)
5750 Sunrise Blvd., Ste. 100
Citrus Heights, CA 95610

Asher College
1215 Howe Ave., #101
Sacramento, CA 95825

Auburn
4441 Auburn Blvd, Suites H/J/M
Sacramento, CA 95841

Bowling
7171 Bowling Drive, #1120
Sacramento, CA 95823

Capitol Mall
555 Capitol Mall, #735
Sacramento, CA 95814

Center Parkway
7839 Center Parkway
Sacramento, CA 95823

College Oak (SALAM)
4545 College Oak Drive
Sacramento, CA 95841

Del Paso (Calvary)
1100 Las Palmas Ave
Sacramento, CA 95815

Del Paso 2
3730 Marysville Blvd.
Sacramento, CA 95838

Edison (St. Matthew's)
2300 Edison Ave.,
Sacramento, CA 95821

Fair Oaks
2310 Fair Oaks Blvd, Suite C, C-2, D
Sacramento, CA 95825

Florin Rd
3801 Florin Rd. Suite 107
Sacramento, CA 95823

**Site/locations from HCCTS MOU Amendment No. 3, January 2024*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Folsom Blvd
10017 Folsom Blvd.
Sacramento, CA 95827

Folsom 2
9555 Folsom Blvd, Suites E, F, H
Sacramento, CA 95827

Garden Grove
10121 Westminster Ave
Garden Grove, CA 95843

Garden Grove 2
14361 Euclid St., Suites 3C and 3D
Garden Grove, CA 92843

Hemlock TRLCC
5537 Hemlock St
Sacramento, CA 95841

Hemlock 2
5527 Hemlock St
Sacramento, CA 95841

Hillsdale
5655 Hillsdale Blvd. Suite 1, 11 & 18
Sacramento, CA 95842

Hillsdale 2
5655 Hillsdale Blvd. Suite 9
Sacramento, CA 95842

Howe Ave
1111 Howe Avenue #655
Sacramento, CA 95825

Hurley
3205 Hurley Way,
Sacramento, CA 95864

Industrial Park
8180 Industrial Pkwy.
Sacramento, CA 95824

Lao Family – Oakland
2325 East 12th St.
Oakland, CA 94601

Larkspur 1 (Bach Viet Larkspur)
1100 Fulton Ave., #F
Sacramento, CA 95825

Larkspur 2 (Bach Viet North)
1050 Fulton Ave. #110 and #150
Sacramento, CA 95825

Maple
3301 37th Ave.
Sacramento, CA 95824

Maple 2 (St. Rose)
5961 Franklin Blvd.
Sacramento, CA, 95824

Site/locations from HCCTS MOU Amendment No. 3, January 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Marconi 2
3727 Marconi Ave
Sacramento, CA 95821

Marysville
715 C Street
Marysville, CA 95901

Marysville 2
1431 C St.
Marysville, CA 95901

McClellan
3144 Palm St., Bldg. 826
McClellan Park, CA 95652

McClellan 2
5411 Luce Ave, Unit 242
McClellan, CA 95652

North Laguna
8211 Bruceville Rd, #115
Sacramento, CA 95823

North Laguna 2
8211 Bruceville Rd, #125
Sacramento, CA 95823

Norwood
431 Hayes Avenue
Sacramento, CA 95838

O Street
1326 O Street
Sacramento, CA 95814

Oak Park
2520 33rd St
Sacramento, CA 95817

Old Auburn
7817 Old Auburn Rd
Sacramento, CA 95610

Oxnard
328 West Third Street
Oxnard, CA 93030

Oxnard 2
560 South A Std., Suite B
Oxnard, CA 93030

Rosemont (Saint John's)
8401 Jackson Rd,
Sacramento, CA 95826

San Pablo
1964 Rumrill Blvd,
San Pablo, CA 94806

SHRA – Marina Vista
30 Seavey Circle
Sacramento, CA 95818

S. Lake Tahoe
1041 Lyons Ave.,
South Lake Tahoe, CA 96150

Site/locations from HCCTS MOU Amendment No. 3, January 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter School

South Side Park (OLOG)
711 T Street
Sacramento, CA 95811

West Sac (Holy Cross)
800 Todhunter Avenue
West Sacramento, CA 95605

Yuba City
229 Clark Ave, Suite Q & V
Yuba City, CA 95991

American River (Non-Student Site)
3600 American River Dr., #280
Sacramento, CA 95864

Site/locations from HCCTS MOU Amendment No. 3, January 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix C: 2022-2023 California Schools Dashboard

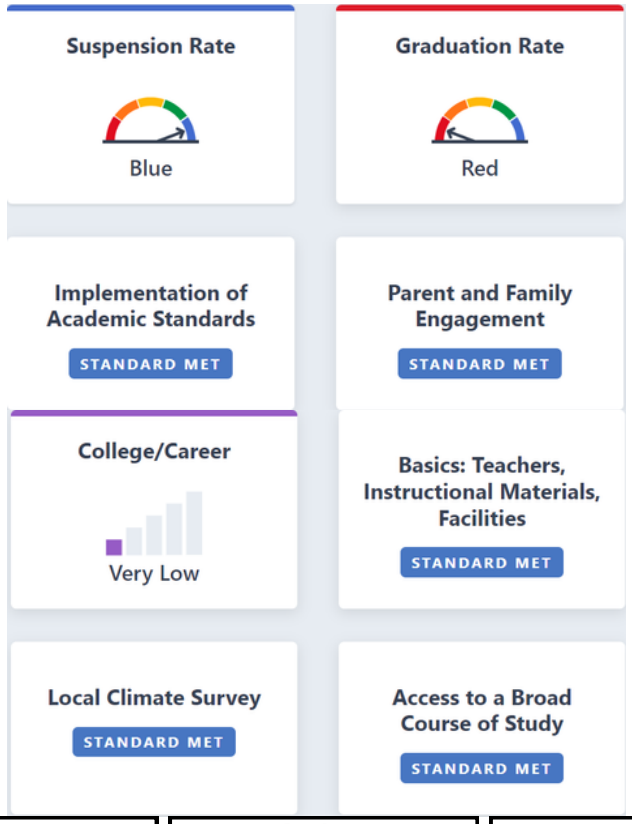

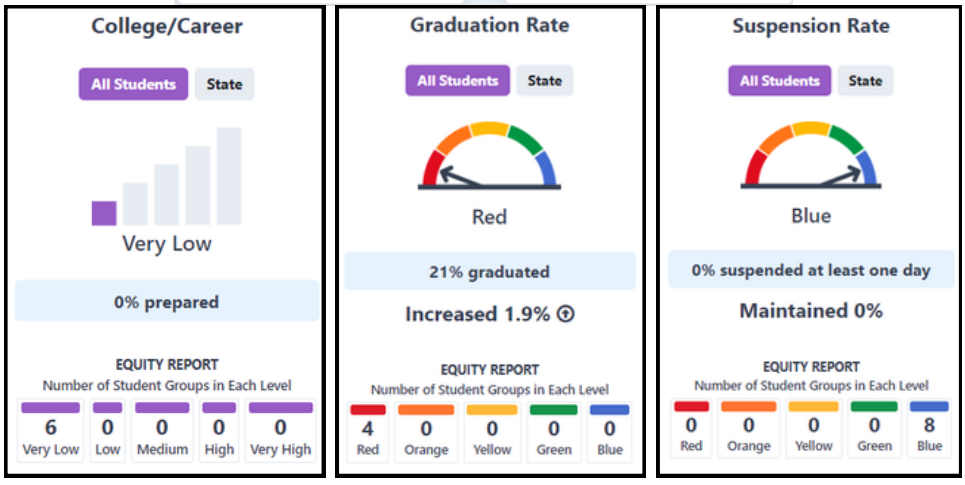

RENEWAL IS PRESUMPTIVE

CDE
Performance Category
No performance category for DASS participating schools.

https://www.caschooldashboard.org/reports/34765050139584/2023

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix D: Highlands Community Charter and Technical Schools Board of Directors

Highlands Community Charter and Technical Schools
Local Education Agency Organization Structure
June 30, 2023

ORGANIZATION

The Organization operates two schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2023, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Highlands Community Charter School	1674	Twin Rivers Unified School District	June 30, 2027	9-12	6,749
California Innovative Career Academy	2072	Twin Rivers Unified School District	June 30, 2027	9-12	2,202

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Ernie Danies	Corporate President	July 9, 2023
Doyle Radford	Vice President	February 4, 2024
Matt Powers	Corporate Secretary	February 4, 2024
Sonja Cameron	Corporate Treasurer	January 5, 2025
Sharon Rocco	Member	May 6, 2024
Rick Jones	Member	May 6, 2024
Sondra Betancourt	Member	December 31, 2023
Mellonie Yang	Member	January 5, 2025

ADMINISTRATION

Murdock Smith	Executive Officer
Matthew Lemos	Director of Fiscal Services

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix E: Leadership Discussion Questions

I. **Introductions**
II. **Overview**
    a. Outline any changes in Leadership
    b. Enrollment
    c. Organization's Goals
III. **Staff**
    a. Professional Development Plan
    b. Process to recruit and retain staff
IV. **Academics**
    a. Outline most utilized and successful **academic** supports
    b. Describe any **academic** supports that will be increased or added this year
V. **College & Career Readiness**
    a. Graduation
    b. CTE Courses
VI. **Other**
    a. Chronic Absenteeism
        i. Actionable Steps to Reduce Chronic Absenteeism Rates
    b. Suspension Rates
        i. Discuss suspension rates
        ii. Describe actions to reduce disciplinary disproportionalities
    c. Other Student Supports
        i. Outline programs/actions that were most successful in supporting **other** student needs (nutrition, school supplies, SEL, technology training, etc.)
        ii. Describe any programs or actions that were recently added to support **other** student needs (nutrition, school supplies, SEL, technology training, etc.)
    d. Facilities
        i. Describe any major facility updates or plans to update facilities.
VII. **Summary**
    a. Describe the organizational greatest successes last year
    b. Describe the organizations greatest challenges last year

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix F: Current Concerns

FINANCE

Enrollment

- Attendance is approximately half of enrollment.

Attendance

- Concerns surrounding attendance-taking procedures, accurate tracking of attendance, and proper reporting. (The District has secured an outside attendance auditor to investigate these items further.)
- "The Brain" application is used to take attendance but has not been approved.

Budget

- None

Grade Levels

- Lack of clarity regarding goals for program completion. (i.e., the length of time students are enrolled in programs.)
- The majority of students are not enrolled in a High School Diploma program, but rather in an English Learner program. However, all students are reported in grades 9, 10, and 12.

Student Code

- Enrollment and dis-enrollment data concerns for 2022-23 and 2023-24 years. (The District has secured an outside attendance auditor to investigate this item. further.)

McKinney-Vento

- Lack of clarity surrounding how McKinney-Vento funding is being spent.

ACADEMICS

Grade Placement & Transition

- Absence of 11th grade in the High School program
- Unclear transition tracking or path from grade to grade
- 9th Grade enrollment percentages have steadily increased for the last 3 years while 12th-grade enrollment has steadily decreased over the past 3 years. It is concerning that students are not progressing to the next grade levels.

Graduation Rates

- How is progress being measured?
- Extremely low graduation rates as reported to CDE on the four or five-year cohort (21-22 = 19.1% and 22-23 = 21%) and the DASS one-year metric (22-23 = 13.5% and 22-23 =22.8%).

***Current Concerns**: a summary of current concerns identified through ongoing oversight activities or complaints reported to the District.*

Highlands Community Charter and Technical Schools
Highlands Community Charter School

LCAP

- 2023-24 LCAP: The section regarding Educational Partner input requires that specific actions are provided as examples of how educational partner input was used and is reflected in the plan. No specific actions are addressed in this section.
- 2023-24 LCAP: Include required descriptions of contributing actions and how they serve unduplicated students. While there is a description of the goals and actions, they also need to be listed in this section. Include data and or research evidence to support how these actions contribute to increased services for the unduplicated population

Measurable Pupil Outcomes

- The current petition states that HCCS will "compile and provide to TRUSD an annual performance report", however, the District has not received any data from HCCS. Specifically, the District requires performance data from the Comprehensive Adult Student Assessment System (CASAS). This makes it difficult for the District to track academic progress.
    - The district is committed to working with HCCS to identify specific DASS metrics as outlined in Ed. Code, but requests that HCCS immediately begin submitting an annual performance report as outlined in the current petition.

Sub-Group Data

- What specifically is in the LCAP to support EL and McKenney Vento students?

GOVERNANCE AND OPERATIONS

Employee Complaints

- How are employees notified of the complaint process?
- Is there a consistent and acceptable system to investigate all complaints?
- The District is concerned about complaints being missed due automatic misfiling of emails into the HR spam folders. As of the date of this report, the District is aware of one such incident.

Facilities

- HCCS does not provide prior notification before sites are closed.
- HCCS does not provide appropriate, prior notification before sites are opened as required by the current MOU.
- Costly site lease payments without the presence of students. Examples include student programs in Lake Tahoe (no students enrolled), Marysville (no students enrolled), and an administrative building in a business condo in San Diego (an administration site that is not near any student sites).
- Multiple HCCTS sites are located in religious buildings. While this is not prohibited by law, it raises constitutional religious entanglement and/or endorsement issues.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Job Descriptions

- None

Salary Schedules

- None

Hiring Process

- None

Student Expulsions

- None

Attendance Area

- None

Credentialing

- The District will continue to monitor the credentialing process and teacher mis-assignments to ensure HCCTS' plan to correct errors is successful.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

OVERSIGHT REPORT 2022-2023

TwinRivers
UNIFIED SCHOOL DISTRICT

Published June, 2024

TRUSD Oversight Report

Highlands Community Charter School

2023-2024

This report summarizes data on activities from the 2023-24 school year for the Highlands Community Charter School and includes an update on the 2024-25 school year.

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- Appendix F: Annual Leadership Meeting Agenda
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- Appendix K: Highlands Community Charter and Technical Schools Executive Summary

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Published: *PENDING COMPLETION OF 23-24 ANNUAL AUDIT…*

Prepared by:

- Kate Ingersoll, Executive Director, Fiscal Services, TRUSD
- Travis Burke, Executive Director Special Projects & Equity, TRUSD
- Layle Bojanski, Manager, TRUSD
- Sharilyn Warta, (Charter Oversight Contact Person), Project Manager, TRUSD

Support from:

- Ryland Strategic Business Consulting

Report Metrics and Categories

This report summarizes the results of oversight activities using the following metrics:

- **Renewal Track**: The status summarizes the charter schools standing in one of three areas (Academic, Governance and Operations, and Fiscal). There are three rankings for this criterion:
    1. **On Track**: The charter school is on track for renewal.
    2. **Progressing:** The charter school has areas that need to be addressed. If not addressed, the petition may not be renewed.
    3. **Off Track:** The charter school has significant areas of concern and may be considered for petition denial or revocation.

- **Executive Summary Categories**: These categories outline areas of strength, suggestions for improvement, recommended actions, and required actions in one of three areas (Academic, Governance and Operations, and Fiscal).

    - **Strengths:** Commendations and/or strengths noted during the oversight activities.
    - **Areas of Improvement:** Areas to consider improving or addressing. If not addressed, these may eventually move into the "Required Actions" or "Concern" categories.
    - **Required Actions**: Actions the charter is required to complete. If not addressed, these may move into the "Concern" category.
    - **Concern:** Items of concern identified during annual oversight activities. If not addressed, these items may result in a negative status change.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Overview

The report will be divided into seven areas and are aligned with TRUSD board policy on oversight.

1. Compliance with Legal Requirements (Education Code)
2. Fiscal Condition (Education Code)
3. Student Outcomes (Education Code)
4. Key Elements and Data
5. Site Visit Executive Summary
6. Leadership Meeting Summary
7. Appendix A-K

Part 1: Compliance with Legal Requirements (Education Code)

The Superintendent or designee shall identify at least one staff member to serve as a contact person. ***(Education Code 47604.32(a)(1)):*** Sharilyn Warta, Project Manager is the TRUSD charter contact person.

Visit each charter school at least annually. ***(Education Code 47604.32(a)(2))*****:** See appendix G for the site visit schedule.

Part 2: Fiscal Condition (Education Code)

Ensure that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Section 47606.5. ***(Education Code 47604.32(a)(3))***

- A Preliminary Budget (on or before July 1): **June 29, 2023**
- The Local Control and Accountability Plan (LCAP) and an annual update to the LCAP (on or before July 1): **June 29, 2023**
- Final Un-audited Report (On or Before September 15): **September 15, 2023**
  - An Interim Financial Report (on or before December 15): **December 12, 2023**
- A Second Interim Financial Report (on or before March 15): **March 15, 2023**

**HCCTS reported the above submission dates to TRUSD.*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

The chartering authority shall use any financial or other information it obtains from the charter school, including, but not limited to, the reports required by this section, to perform the duties described in subdivision (a) of Section 47604.32, including monitoring the fiscal condition of the charter school. ***(Education Code 47604.33(b)***

HCCTS reports they filed all required reports for their office, and there are no known violations of law for the 2023-24 school year. TRUSD reports that HCCTS failed to review and update the Comprehensive School Safety Plan (CSSP) by March 1st as required by Education Code Section 47605(c)(5)(F). This has been communicated to HCCTS through a Notice of Concern. Additional items of concern are recorded in the enclosed appendix J of this report. TRUSD also reports that HCCTS' 2023-24 Audit Report is still pending as of March 2025. (An extension was filed for by HCCTS for this report).

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

To be entered once reports are submitted...

Statement of Financial Position Audited Financial Statement			
	2021-2022	2022-2023	2023-2024
ASSETS			
Cash Accounts Receivable Prepaid Note Receivable Fixed Assets **Total Assets**			
LIABILITIES			
Accounts Payable & Unearned Revenue **Total Current Liabilities**			
NET ASSETS			
Unrestricted Restricted **Total Net Assets**			
Total Liabilities & Net Assets			
LIABILITY/ASSET RATIO			

**Independent Audit Report*

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

2023-2024 Expenditures

To be entered once reports are submitted...

2023-24 Expenditures*	Total	Prior Year
Certificated Salaries		
Classified Salaries		
Employee Benefits		
Books & Supplies		
Services and Other Operating Expenditures		
Capital Outlay		
Other Outgo		
Operating Transfer Out		
Total		

**Independent Auditor's Report*

2024-2025 First Interim Multi-Year Projection (MYP) Summary

To be entered once reports are submitted...

2023-24 Expenditures	Unaudited Actuals 2023-24	1st Interim Mid-Year Projections (MYP)		
		2024-2025	2025-2026	2026-2027
ADA/Projected ADA				
Income				
Expenditures				
Income Less Expenditures				
Beginning Balance				
Ending Balance				
Ending Balance as % of Expenses				

**Unaudited Actuals*

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Unduplicated Pupil Percentage (UPP)

The Unduplicated Pupil Percentage Count (UPP) is used to calculate LCFF funding. This metric determines the percentage of students who fall into one or more of the following categories:

- **Low-Income (LI):** Students eligible for free or reduced-price meals under the National School Lunch Program (NSLP).
- **English Learners (EL):** Students who are not proficient in English and are designated as English learners.
- **Foster Youth (FY):** Students who are under the care of the state foster system.

The UPP term means that each student is only counted once, even if they fall into multiple categories. HCCS' UPP increased by 1.13% from the 2022-23 year to the 2023-24 school year.

Unduplicated Pupil % Counts	2021-22	2022-23	2023-24
Total Enrollment	3,225	3,751	9069
Free & Reduced Meal Program	2,852	3,481	8773
Foster	0	0	0
Homeless	93	289	653
Direct Certification	13	10	49
Unduplicated Eligible Free/Reduced Meal Counts	2,871	3,499	8793
English Learner Funding Eligible	2,912	3,368	8925
Total Unduplicated FRPM/EL Eligible Count*	3,202	3,698	9044
UPP %**	99.29%	98.59%	99.72%

Students are counted once to arrive at this total **Funded UPP based on three year rolling average and may be capped at % of authorizing LEA * https://www.cde.ca.gov/ds/ad/filescupc.asp*

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Part 3: Student Outcomes (Education Code)

California Workforce Innovation and Opportunity Act (WIOA)

HCCS falls under the Workforce Innovation and Opportunity Act (WIOA). The California Workforce Innovation and Opportunity Act intersects with Title 3 (Postsecondary Education), Division 7 (Community Colleges), and Part 54.5 (Strong Workforce Program) of the California education code by promoting collaboration between educational institutions, workforce development agencies, and employers to provide individuals with the skills and training needed to succeed in the labor market.

While AB 1507 outlined restrictions to the geographic locations of charter schools, it did not change the geographic location exemption for charter schools operating in partnership with the Federal Workforce Innovation and Opportunity Act. This means WIOA schools may operate sites outside of the District's boundaries.

Dashboard Alternative School Status (DASS)

Until December 11, 2024, HCCS had been a DASS designated school. DASS schools serve a specific population of students who may require additional educational approaches or support services. The DASS designation is intended to provide context for understanding the performance of these schools within the broader landscape of education in California. It acknowledges that these schools may have different performance metrics or expectations than traditional schools, due to the unique needs of the students they serve.

Due to the DASS designation, there are limited ways to measure student outcomes for HCCS as students do not take the Smarter Balanced Summative Assessments like traditional K-12 schools. On November 8, 2024 TRUSD and HCCS established agreed upon alternative metrics by which to measure student progress (Education Code 47604.33(c))7)). A list of these metrics is provided in the attached appendices.

On December 11, 2024 the California Department of Education notified HCCS that the school is no longer eligible for the DASS status. This change does not affect the 2023-24 school year. Therefore, the agreed-upon DASS metrics will be included in this report.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

California Schools Dashboard Performance Categories (New in 2024)

In March 2024, the California Department of Education announced the release of the "Charter School Performance Category". This is an additional criterion for determining whether to approve a charter renewal. The District must consider a charter school's placement under the performance categories based on the school's performance on the California School Dashboard.

Under this criterion, non-DASS schools are placed into one of three performance categories:

- High: A charter school in this category is eligible for a five-, six-, or seven-year renewal term. It is assumed that the petition will be renewed for these schools, although they may be denied in rare cases.
- Middle: A charter school in this category may be renewed for a five-year term. t is assumed that the petition will be renewed for these schools, although they may be denied in rare cases.
- Low: A charter school in this category may be renewed for two years only if it meets the conditions under *Education Code* Section 47607.2(a)(4). It is assumed that the petition for these schools will be denied. (Only 10.4% of schools in California fell into this category for those whose renewals are due in 2024-25.) Low-track schools may only be renewed if:
    - The school creates an improvement plan that is approved by the Board of Trustees.
    - The school provides verifiable data with compelling evidence that the school is on an upward trajectory and students are making progress.

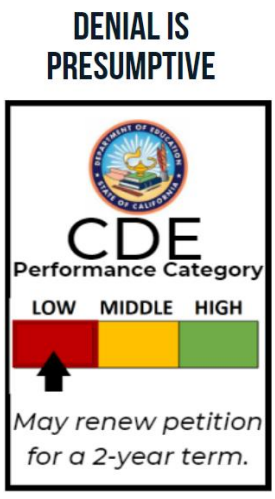





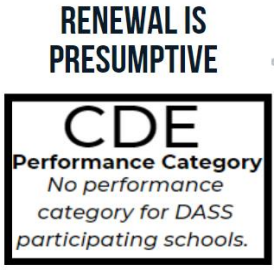

* https://www.cde.ca.gov/sp/ch/performcategorydf.asp

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Part 4: Key Elements and Data

Enrollment

Key Data Points	2020-2021	2021-2022	2022-2023	2023-2024
October Enrollment	3225	3751	6749	9069
Socioeconomically Disadvantaged	95.04%	95.09%	93.85%	96.74%
English Learners	90.90%	91.10%	94.38%	98.40%

**The California Department of Education's DataQuest website reports HCCS' English Learner enrollment as zero. However, the CALPADS Unduplicated Pupil Count shows a total of 8,925 for LCFF English Learner Funding Eligible students. The above percentage for English Learners reflects the number reported in CALPADS.*

Academic Year	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2023-24	**9,069**	0.8%	0.2%	21.3%	0.0%	17.5%	0.7%	53.5%	5.7%	0.2%
2022-23	**6,749**	2.5%	0.2%	19.4%	0.0%	20.4%	0.7%	51.9%	4.6%	0.4%
2021-22	**3,751**	4.3%	0.4%	23.7%	0.1%	30.5%	0.7%	35.9%	3.9%	0.6%
2020-21	**3,225**	4.0%	0.5%	23.5%	0.0%	26.0%	0.7%	41.0%	3.4%	0.8%

** https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthYears.aspx?cds=34765050130757&agglevel=School&year=2021-22&ro=y*

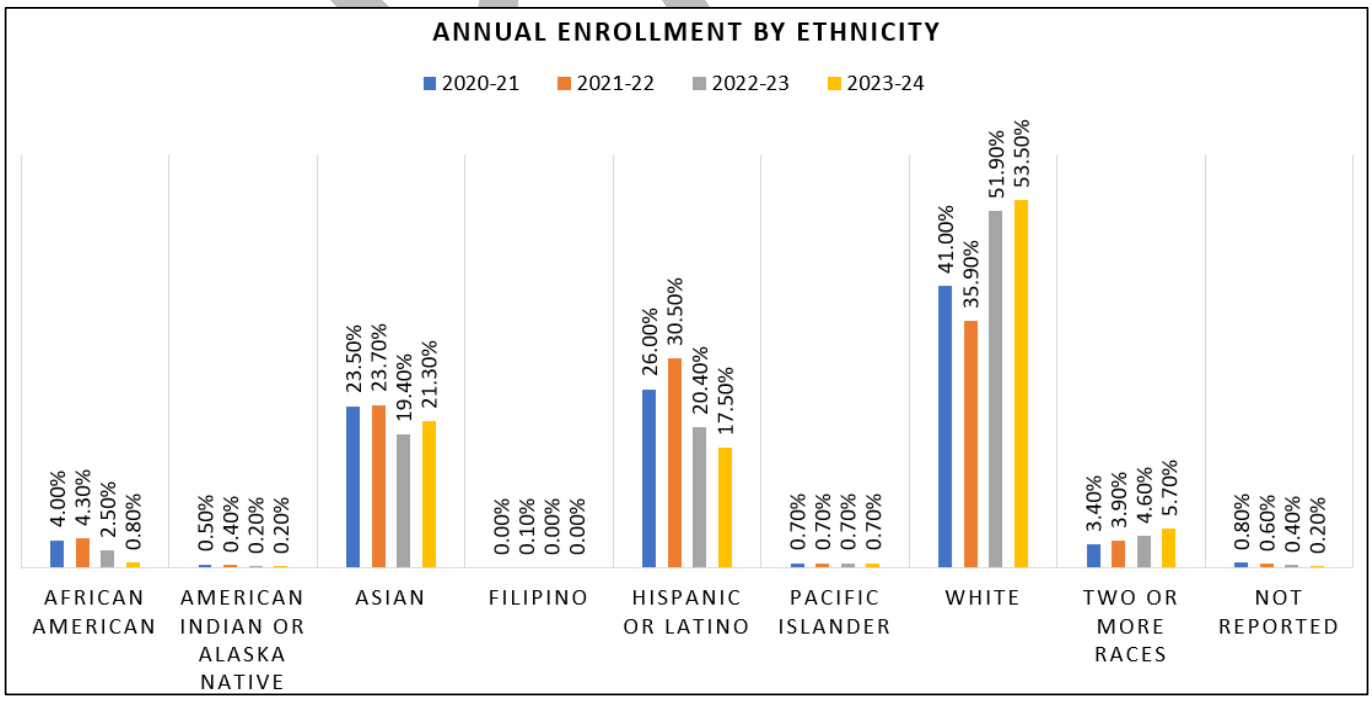

Highlands Community Charter and Technical Schools

Highlands Community Charter School

	2022-2023 School Year					2023-2024School Year			
Age	Grade 2	Grade 9	Grade 10	Grade 12	Total	Grade 9	Grade 10	Grade 12	Total
22	0	79	0	2	81	2	2	1	99
23-29	1	1,188	0	92	1,281	1,405	37	29	1,471
30-39	1	2,421	14	205	2,641	3,385	63	78	3,526
40-49	0	1,495	8	107	1,610	2,276	36	47	2,359
50+	0	1,068	5	63	1,136	1,543	20	51	1,614
Total	2	6,251	27	469	6,749	8,708	158	206	9,069

https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24

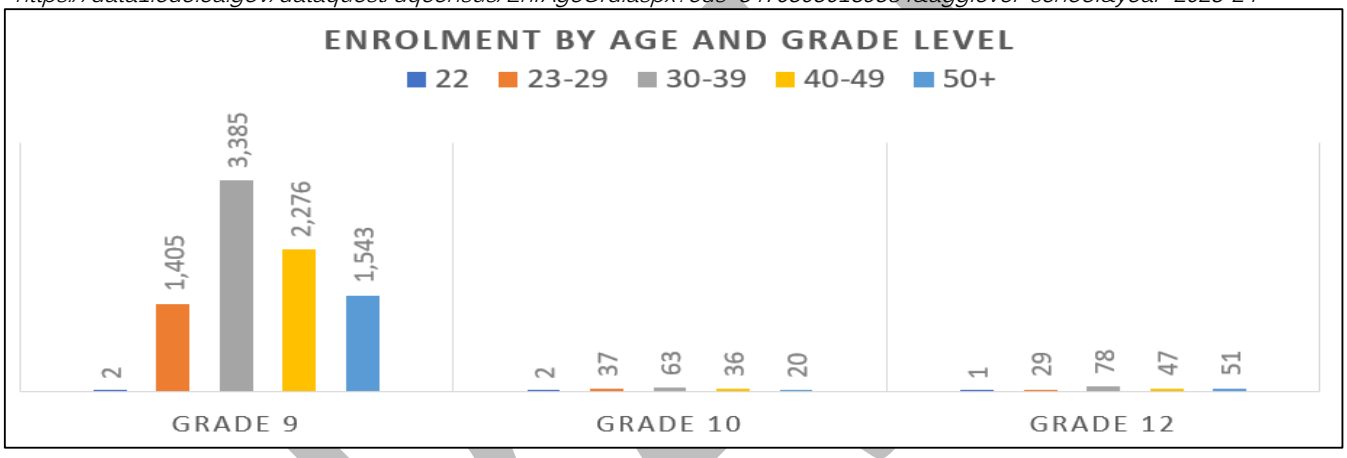

2022-2023 DASS MEASURABLE PUPIL OUTCOMES

Academic Achievement – English Learners		Not Met	X	Met/Exceeded
Academic Achievement: High School & Bridge Program	X	Not Met		Met/Exceeded
Academic Improvement: English Learners		Not Met	X	Met/Exceeded
Academic Improvement: High School		Not Met	X	Met/Exceeded
Academic Improvement: Bridge Program		Not Met	X	Met/Exceeded
Academic Improvement: Math Gains		Not Met	X	Met/Exceeded
Academic Improvement: DASS 1-Year Graduation Rate		Not Met		Met/Exceeded
Engagement: English Learners		Not Met	X	Met/Exceeded
Engagement: CTE and Workforce Readiness		Not Met	X	Met/Exceeded
Engagement: Graduates Completing CTE Program		Not Met	X	Met/Exceeded

**DASS metrics not reported on the California School Dashboard due to DASS ineligibility as of December 2024.*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

DASS Agreed Upon Metrics

Academic Achievement (DASS Metric)

International High School (IHS), English Language Learners (Levels 0-3)

The percentage of HCCS English Language Learners with a pre and post-test, achieving a Measurable Skills Gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

		2021-22	2022-23	2023-24
Level 1	Actual	54.40%	60.80%	67.27%
	Target	61.00%	60.50%	34.00%
DIFFERENCE		-6.60%	0.30%	33.27%
Level 2	Actual	62.12%	75.78%	78.10%
	Target	62.00%	30.50%	40.00%
DIFFERENCE		0.12%	45.28%	38.10%
Level 3	Actual	59.53%	70.87%	73.84%
	Target	60.00%	64.50%	37.00%
DIFFERENCE		-0.47%	6.37%	36.84%
Did Not Meet Goal				
Met				

During the 2023-24 year, HCCS exceeded California state targets for EL Learners with a pre and post-test measurable skills gains in levels 0, 1, 2, and 3. Level 0 and 1 showed the most growth in 2023-24.

Level 0 is combined with the level 1 data.

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The percentage of HCCS high school learners with a pre and pos-test, achieving a measurable skills gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

		2021-22	2022-23	2023-24
Level 4	Actual	70.54%	63.28%	71.19%
	Target	40.00%	40.50%	43.00%
DIFFERENCE		30.54%	22.78%	28.19%
Level 5	Actual	42.22%	50.91%	52.74%
	Target	42.00%	35.50%	42.00%
DIFFERENCE		0.22%	15.41%	10.74%
Level 6	Actual	0.00%	8.51%	0.00%
	Target	40.00%	36.50%	43.50%
DIFFERENCE		-40.00%	-27.99%	-43.50%
Did Not Meet Goal				
Met				

During the 2023-24 year, HCCS exceeded California state targets for high school learners with a pre and post-test achieving measurable skills gain in levels 4 and 5. Level 6 had a 0% and therefore did not meet the goal of 43.5%.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Academic Improvement (DASS Metric)

International High School (HIS) with English Language Learners (Levels 0-3)

The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	4.1	5.1	6.3
Target	2.0	2.0	2.0
Difference	**2.1**	**3.1**	**4.3**
Did Not Meet Goal			
Met			

During the 2023-24 year, HCCS average CASAS reading gain for ELL enrolled in International High School exceeded the target of 2 points by 2.3 points.

The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.

	2021-22	2022-23	2023-24
Actual	N/A	8.79%	32.12%
Target	5.00%	5.00%	5.00%
Difference	N/A	**3.79%**	**27.12%**
Did Not Meet Goal			
Met			

During the 2023-24 year, IHS level 3 English Language Learners moving to high school exceeded the target of 5% by 27.12%.

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	3.9	5.4	6.4
Target	2.0	2.0	2.0
Difference	**1.9**	**3.4**	**4.4**
Did Not Meet Goal			
Met			

During the 2023-24 year, HCCS average CASAS reading gain for learners enrolled in High School exceeded the target of 2 points by 2.34points.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.

	2021-22	2022-23	2023-24
Actual	3.9	5.4	6.4
Target	2.0	2.0	2.0
Difference	**1.9**	**3.4**	**4.4**
Did Not Meet Goal			
Met			

During the 2023-24 year, the HCCS average CASAS math gain for learners enrolled in High School exceeded the target of 2 points by 4.4 points.

DASS 1-Year Graduation Rate

The DASS 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

	2021-22	2022-23	*2023-24
Actual	13.50%	22.80%	
Target	20.00%	20.00%	
Difference	**-6.50%**	**2.80%**	
Did Not Meet Goal			
Met			

**DASS metrics not reported by California School Dashboard as of 3/19/2025. TRUSD will update this report when the data is released.*

Student Engagement (DASS Metric)

International High School (HIS) with English Language Support (Levels 0-3)

The percentage of HCCS students with a CASAS pre and post-test will meet or exceed 55% as, measured by NRS Data Integrity in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	52.78%	56.61%	64.68%
Target	55.00%	55.00%	55.00%
Difference	**-2.22%**	**1.61%**	**9.68%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of HCCS students with a CASAS pre and post-test exceeded the 55% target by 9.68%

CTE & Workforce (DASS Metric)

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The percentage of 12th grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

	2021-22	2022-23	2023-24
Actual	14.00%	28.00%	30.00%
Target	10.00%	10.00%	10.00%
Difference	**4.00%**	**18.00%**	**20.00%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of HCCS 12th grade students enrolled in a CTE program exceeded the 10% target by 10%.

High School Graduates Completing CTE Program

The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

	2021-22	2022-23	2023-24
Actual	6.00%	9.00%	4.00%
Target	4.00%	4.00%	4.00%
Difference	**2.00%**	**5.00%**	**0.00%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of HCCS high school graduates who completed a CTE program met the target of 4%.

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Part 5: Site Visit Summary

Introduction

This section of the Charter School Oversight report has been created in collaboration between Ryland Strategic Business Consulting (Ryland SBC) and the Twin Rivers Unified School District (District). Ryland SBC has been contracted by the District to conduct charter oversight site visits, record observations, and create an Executive Summary for each Direct Funded ("Independent") Charter School under the District's authority.

Background

The purpose of this section of the report is to summarize the observations, notes, and recommendations from the 2024-25 leadership meeting and site visits conducted for the Highlands Community Charter School (HCCS). HCCS is managed by Highlands Community Charter and Technical Schools (HCCTS). The information provided in this section is designed to support the District's oversight responsibilities in monitoring academic performance, governance practices, facilities adequacy, and measure the charter school's performance toward goals.

Methodology

Site visits were arranged with site coordinators or district office staff. Visits took place throughout California from 2/29/2024 through 11/6/2024. Each visit was comprised of three elements: A meeting with the site leadership team, classroom visits, and a tour of the campus. Information was collected using interviews, observation, document analysis, inquiry, and research.

Leadership Meetings

The site principal or director attended every leadership meeting. Staff at the sites demonstrated dedication to the HCCS program. Observations and activity descriptions indicate a strong dedication to students. All staff members were welcoming, open, and eager to share their efforts and site activities.

Over forty leadership meetings were conducted on-site, serving as a foundation for the site visits. These meetings covered topics such as site enrollment, Average Daily Attendance (ADA), student enrollment duration, disenrollment procedures, grade levels served, specific supports for homeless students and English Learners (EL), as well as challenges and successes.

Physical Plants Summary (see Appendix for complete list)

The school sites visited were located in a variety of settings, including strip malls, churches, mosques, repurposed church schools, office buildings, repurposed traditional school sites, community centers, a college, and a baseball field. Some active religious sites rented by HCCS contained religious objects in classrooms and other areas.

Most sites consisted of two to five classrooms, with Grand Avenue, 1333 Grand Ave., Sacramento, CA 95838 being the only comprehensive site. Grand Ave housed administration, support personnel, a laundry facility for student use, a daycare, and Career Technical Education (CTE) programs.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

The site list underwent several changes during the visitation period. Some sites were listed as open but were not (e.g., South Lake Tahoe, Old Auburn), while others closed (e.g., Lao Family Oakland). A baseball field in Marysville was listed as a site, but workers on-site reported no classes were held there. Additionally, some sites faced significant parking shortages.

Classroom Summary

With a wide variety of site settings, class configurations and layouts varied. Nearly all classrooms were equipped with a projector, strong internet service, student laptops (sometimes provided through a central laptop cart), and school-issued phones. Regardless of location, classrooms were similarly furnished with tables, chairs, and standardized paint colors.

In spaces used full-time by HCCS, posters explaining HCCTS programs were displayed, along with student work and reference materials on the walls. Teachers appeared to take pride in their classrooms, creating welcoming environments. Classrooms located on the second floor typically had elevator access.

Instructional Practices

HCCS serves students aged 22 and older who have not earned a high school diploma. Its foundational programs include an English Learner program known as Independent High School (IHS), a high school diploma completion program, and the Bridge Program, which connects the two. Additionally, Career Technical Education (CTE) programs and equity initiatives are available.

Students in the English Learner program are assessed throughout the year and placed into proficiency levels (0–3) within IHS before progressing to the Bridge program and eventually the high school diploma program. Grade-level placement is based on credits earned, with ninth grade classified as up to 50 credits, tenth grade as 51–149 credits, and twelfth grade as 150–200 credits. Notably, there is no eleventh-grade classification. To earn a high school diploma, students must complete 200 credits across 11 subject areas, including English, math, science, history, government, economics, workforce readiness, and CTE or electives.

HCCS requires students to attend class in person to earn credit. Students who do not attend for ten consecutive days are dropped from the program, as reported by site administrators. Before reaching this threshold, classroom teachers and site administrators attempt to contact students through various methods. This policy was revised in the fall of 2024, reducing the absence limit from 20 days to 10. However, there is no requirement for students to remain in class for the entire period once they have signed in, either electronically or on a physical sign-in sheet.

Instructional methods vary depending on the program. Teachers in the Independent High School (IHS) English Learner Program use diverse strategies, including modeling, direct questioning, worksheets, picture interpretation, literature, small group activities, videos, and student responses. Students appeared engaged and eager to learn. However, there was a high volume of students entering and leaving during class, indicating that many did not stay for the full session. School officials emphasized

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that, as an adult learning institution, they could not require students to remain. Reported attendance in these classes was approximately 50% ADA.

The Bridge Program consists of required classes that prepare students for the high school diploma program. Both the Bridge and diploma programs rely on the Edmentum online curriculum. CTE classrooms were designed to replicate real-world work environments, with some students also learning at business locations. Unlike IHS and high school diploma classes, CTE courses typically had much smaller enrollments.

While some teachers hold traditional K-12 credentials, many reported holding only an Adult Education credential rather than a K-12 teaching credential. Despite this, teachers are assigning credit for high school courses. Site administrators hold a variety of degrees and credentials.

Curriculum and Content

Teachers and administrators emphasize strong curricular support from the Edmentum online high school program and custom theme packets developed by HCCS staff, supplemented with additional teacher-selected resources. ABC curriculum and Burlington Math are also available to teachers. Professional development opportunities are widely accessible to staff.

Students in IHS are assessed at least three times a year to determine their appropriate level (0–3). This process continues until they reach level 4, or Bridge. As long as they maintain enrollment, they can continue in the program. In the Bridge and high school completion programs, student progress is measured through credit completion, although no clear credit attainment rate was shared. Administrators noted that many students disenroll when they approach level 3 and/or gain enough English proficiency to secure employment.

CTE classes are available in over 30 fields, including culinary arts, early childhood education, fitness, construction, finance, truck driving, welding, barbering, beauty, and more.

School Culture

All sites were welcoming, and students remained focused on learning English, earning credits, or developing job skills. The school's motto, "It's Never Too Late," was reflected in the dedication of the adult learners observed. Students were supported by caring teachers and administrators who were enthusiastic about their programs. Both students and staff demonstrated flexibility in adapting to various classroom configurations and locations.

Support Services

Students are assessed at least three times a year to ensure they are progressing through the IHS levels. In the Bridge and high school completion programs, students are assigned a teacher who monitors their credit acquisition and attendance. Those with social needs are referred to the School Intervention Team (SIT), which connects them with social services.

Many school sites have small food pantries and/or free clothing distribution from donated goods. Some locations also feature student centers that provide additional support. Language Navigators (LN) assist

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non-native English speakers with interpretation, while Digital Navigators (DN) help students with technology issues. The Grand Ave site offers a laundromat and childcare is available at select locations. A fitness center is accessible to students who can travel to Sacramento. Additionally, native home-language paraeducators are present in many classrooms to support students. All students receive free phones with internet and cellular service.

HCCS students are also eligible to participate in the HCCTS Equity Initiatives Program. This program aims to increase high school graduation rates among African American males, Latinx males, and women of color aged 22 and older. It provides mentorship, skill-building, networking events, and individualized career pathways to help students secure meaningful employment.

Challenges & Successes

Parking was a challenge at some sites, and many principals cited the need for additional classroom space due to increased enrollment. IHS class sizes remained an ongoing concern, and staffing shortages persisted across multiple sites with several positions remaining unfilled. Ensuring consistent student attendance was a priority, though administrators noted that social needs often impacted students' ability to attend class. Low ADA was a widespread concern among administrators.

Despite these challenges, several successes were highlighted, including increased enrollment, student enthusiasm, staff dedication, support for students seeking a high school diploma, program expansion, and the school's role in serving the immigrant community.

Findings

Commendations

- HCCS has one of the most unique charter school missions in California. Students enroll with clear goals—learning English, completing high school, or acquiring job skills.
- Staff members are dedicated, caring, and committed to meeting student needs.
- The curriculum team develops specialized instructional materials for teachers, and ongoing professional development opportunities are provided.
- Staff seemed happy to be a part of the school and its mission.

Observations

- Enrollment growth has strained HCCS systems, a challenge further compounded by its large geographic footprint across California.
- The graduation rate was 2.8% in 2023-24.
- There are multiple attendance-taking methods.
- There appears to be no expectation for students to remain in class after signing in.
- During classroom visits, less than half of the enrolled students were present.
- Students can remain enrolled by attending class once every 10 days, meaning a student could attend as few as three days per month and still be considered active.
- Some classrooms and meeting spaces contained religious symbols.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

- Parking, classroom space, and staffing were often cited as ongoing issues.
- Despite being categorized as a high school, HCCS does not offer an 11th grade.
- During the site visits, administrators noted that many students disenroll when they approach level 3 and/or gain enough English proficiency to secure employment indicating that the program is more of an English Learning program than High School completion program.

Recommendations

- Consider reducing the number of days a student can be absent while remaining enrolled, as non-attending students place a strain on school systems, including administration, educators, and central office operations.
- A single, standardized method for taking attendance should be implemented.
- Consider recording attendance by period to ensure students are present and engaged in learning.
- Evaluate the CTE programs and/or consider strategies to increase enrollment in CTE programs.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Part 6: Leadership Meeting Summary

Leadership Present

Twin Rivers Unified School District (TRUSD) and its representatives meet with the Highlands Community Charter School's (HCCS) leadership team on Monday, September 16, 2024. Representing HCCS were Bill McGuire, Executive Director, Maya Valdivia, Deputy Director, Brian Hamilton, Deputy Director, Brian Davis, Associate Deputy Director, Andrew Michaud, Associate Deputy Director, Isaura Cacho, Associate Deputy Director, Christina Martinez, Associate Deputy Director, Melissa Roberson, Director of Accountability, and Shaina Miranda, Executive Assistant.

Changes in Leadership

The board approved a new leadership structure which includes an Executive Director, two Deputy Directors, four Associate Deputy Directors, one Director of Finance and one Director of Human Resources. All individuals in these positions are new since the last annual meeting with TRUSD.

Strategic Planning and Initiatives

A board retreat was recently completed to gather input on strategic planning. They have identified workforce and CTE as high priorities. No new initiatives will be started this year. HCCTS reported that facilities are being analyzed to insure they are appropriate. All enrollment was paused the prior month, and the school is evaluating their absence policy. A lottery process with be used for new enrollments. An inquiry was made concerning expulsions, and it was shared the school has a policy, but no one has been expelled.

Staff

All staff participate in professional development two times a year in the fall and spring. The content this year focused on Independent High School and level assessments along with updating pupil placement assessments. To recruit staff, the school attends multiple job fairs and other events. The school shared they pay high salaries to retain staff. All principals have been trained in restorative practices and town halls are held to co-create solutions. Collaborative circles are in place to assist with communication and practices.

Academics

Staff have been trained on level assessments and high school students are administered assessments through the Comprehensive Adult Student Assessment System (CASAS) in math and reading. The school is analyzing the Dashboard Alternative School Status (DASS) metrics as it relates to graduation rates and other achievement. The school is examining achievement in many areas including reading, EL classification, and other areas. Students with 60 credits left to graduate will become a new focus with supports to help them graduate. 5,500 students have passed the civics assessment, which is aligned with the CASAS. The collaboration with American River College is ongoing and 40 students are enrolled. They are examining English Learner supports and stated that they would like to begin using ELPAC as soon as possible. Although, the District notes that the California Department of Education declined this

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request as the ELPC is not designed for students over 21 years of age. The school is using an MTSS approach to support students.

Operations

The school encountered accelerated growth and wants to improve their attendance rate. HCCTS stated they are working to hire additional staff and the viability of current positions are being examined. An updated planning process for the safety plan has been attained. The school is seeking feedback from students and staff.

Successes

Highlands shared serving students and the community is seen as a success. The school has an emphasis on students' stories. Staff stated that they heard many positive stories last year.

Challenges

Murdock Smith leaving was a seen as a challenge. A new organizational structure is being implemented. Audits and notifications from many entities are taking time.

School/District Relationship

The need for more structure and systems was discussed. There will be changes causing the district to evaluate how the school and district relationship operates in the oversite role.

Oversight

The District will be increasing oversight activities in the upcoming year and will communicate changes in the process as it is updated.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Part 7: Appendix

Appendix A: Highlands Motto Mission and Vision

Motto

It's Never Too Late...

Vision

To eradicate educational inequality and promote workforce success.

Mission

We are a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.

** https://hccts.org/motto-vision-mission/ (HCCS Website)*

CDE Code: 34 76505 0130757

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix B: HCCTS Locations/Sites

On October 17, 2024 the HCCTS Board of Trustees approved an updated site list that included multiple addresses which are not part of the approved MOU Amendment No. 3 for CICA and/or HCCS. In doing so, HCCTS' Board did not follow the agreed upon terms as outlined in the above-mentioned Amendment (Item 2. A "Facilities"). Sites that have been approved by the District are indicate with a "yes" in the corresponding school's column. See appendix K "*HCCTS Oversight Executive Summary*" for additional information.

TRUSD APPROVED				
Site Name	HCCS	CICA	CONCERN	NOTES
24th St. (Previously 24th (St. Anne's)), 7720 24th Street, Sacramento, CA 95832	Yes	Yes	No	
33rd St. (Previously Oak Park) 2520 33rd St, Sacramento, CA 95817	Yes	No	No	This "Internal CTE site" is not approved for CICA. Currently, the Enrollment reports do not indicate any CICA students enrolled.
37th Ave. (Previously Maple) 3301 37th Ave, Sacramento, CA 95824	Yes	No	No	
65th St. (Previously 65th St (Bach Viet South)), 6853 65th Street, Sacramento, CA 95828	Yes	No	No	
*9th Ave. (Previously San Diego), 406 9th Avenue, San Diego, CA 92101	Yes	No	No	
Advance Beauty College, 10121 Westminster Ave., Garden Grove, CA	Yes	No	No	This "External CTE site" is not approved for CICA. Enrollment reports do not indicate any CICA students enrolled.
*American River Dr. (Previously American River), 3600 American River Dr., Sacramento, CA	Yes	No	No	
*Arden Way (Previously Arden – Warehouse/ Receiving), 901 Arden Way, Sacramento, CA 95815	Yes	No	No	
Asher, 1215 Howe Ave., Sacramento, CA 95834	Yes	No	Yes	CICA students enrolled without complying with terms of MOU Amendment No. 3
Auburn Blvd. (Previously Auburn), 4441 Auburn Blvd, Sacramento, CA 95841	Yes	Yes	No	

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Highlands Community Charter and Technical Schools

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TRUSD APPROVED				
Site Name	HCCS	CICA	CONCERN	NOTES
Boxwood St. (23X Studio) (Previously Arden 2), 2260 Boxwood Street, Sacramento, CA 95815	Yes	No	No	
Bruceville Rd. (Previously North Laguna & North Laguna 2), 8211 Bruceville Rd, Sacramento, CA 95823	Yes	Yes	No	
C St. (Previously Marysville), 715 C Street, Marysville, CA 95901	Yes	Yes	No	
*Capitol Mall (Previously Capitol Mall), 555 Capitol Mall, Sacramento, CA 95814	Yes	No	No	
Center Pkwy., 7839 Center Parkway, Sacramento, CA 95823	Yes	No	No	
Clark Ave. (Previously Yuba City), 229 Clark Avenue, Yuba City, CA 95991	Yes	No	No	
College Oak Dr. (Previously College Oak (SALAM)), 4541 College Oak Drive, Sacramento, CA 95841	Yes	No	No	MOU Amendment No. 3 lists incorrect street number (4545 College Oak Dr.,)
Edison Ave. (Previously Edison (St. Matthew's)), 2300 Edison Avenue, Sacramento, CA 95821	Yes	No	No	
*El Camino, 4813 El Camino Ave., Suites A and B, Carmichael, CA 95608	Yes	No	No	
Euclid St. (Previously Garden Grove 2), 14361 Euclid Street, Garden Grove, CA 92843	Yes	No	No	
Federico, 1515 Sports Drive, Sacramento, CA 95834	No	No	*Pending*	District is reviewing.
Fair Oaks Blvd. (23X Studio and Wellness Center)(Previously Fair Oaks), 2310 Fair Oaks Blvd., Sacramento CA 95825	Yes	No	*Pending*	District is reviewing.
Florin Road, 3801 Florin Road, Suite 107, Sacramento, CA 95823	Yes	Yes	No	
Folsom Blvd. (new building), 10013 Folsom Blvd, Sacramento, CA 95827	No	No	*Pending*	District is reviewing.
Folsom Blvd., 10017 Folsom Blvd, Sacramento, CA 95827	Yes	No	*Pending*	District is reviewing.

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TRUSD APPROVED				
Site Name	HCCS	CICA	CONCERN	NOTES
Foothill Farms (Previously Hemlock 2), 5527 Hemlock Street, Sacramento, CA 95841	Yes	No	No	
Franklin Blvd. (Previously Maple 2 (St. Rose)), 5961 Franklin Blvd, Sacramento, CA 95824	Yes	Yes	No	
Fulton Ave. (Previously Larkspur 2 (Bach Viet North)), 1050 Fulton Avenue, Sacramento, CA 95825	Yes	No	No	
Grand Ave., 1333 Grand Avenue, Sacramento, CA 95838	Yes	Yes	No	
Hayes Ave. (Previously Norwood), 431 Hayes Avenue, Sacramento, CA 95838	Yes	No	*Pending*	District is reviewing.
Hemlock St. (Previously Hemlock-TRLCC), 5537 Hemlock Street, Sacramento, CA 95841	Yes	No	No	
Hillsdale Blvd., 5655 Hillsdale Blvd, Sacramento, CA 95842	Yes	Yes	No	
Howe Ave., 1111 Howe Avenue, Sacramento, CA 95825	Yes	Yes	*Pending*	District is reviewing.
Hurley Way (Previously Hurley), 3205 Hurley Way, Sacramento, CA 95864	Yes	Yes	No	
Industrial Pkwy. (Previously Industrial), 8180 Industrial Pkwy, Sacramento, CA 95824	Yes	Yes	No	
Jackson (Bethany), 9880 Jackson Road, Sacramento, CA 95827	No	Yes	No	
Larkspur Ln. (Previously Larkspur 1 (Bach Viet Larkspur), 1100 Fulton Avenue, Sacramento, CA 95825	Yes	No	No	
Larkspur 2 (BV North), 1050 Fulton Ave., #110 and #150, Sacramento, CA 95825	Yes	No	No	
Las Palmas Ave. (Previously Del Paso (Calvary Christian)), 1100 Las Palmas Avenue, Sacramento, CA 95815	Yes	Yes	No	
Luce Ave. (Previously McClellan 2), 5411 Luce Ave, McClellan, CA 95652	Yes	No	No	

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Highlands Community Charter and Technical Schools

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TRUSD APPROVED				
Site Name	HCCS	CICA	CONCERN	NOTES
Marconi Ave. (Previously Marconi 2), 3727 Marconi Ave, Sacramento, CA 95821	Yes	Yes	No	
Marysville Blvd., (Previously Del Paso 2), 3730 Marysville Blvd., Sacramento CA 95838	Yes	No	*Pending*	District is reviewing.
Mixed, 5950 Florin Rd., Sacramento, CA 95823	No	No	*Pending*	District is reviewing.
O Street, 1326 O Street, Sacramento CA 95814	Yes	Yes	No	
Old Auburn Rd. (Previously Old Auburn), 7817 Old Auburn Road, Citrus Heights, CA 95610	Yes	No	*Pending*	District is reviewing.
Peacekeeper Way (New), 3237 Peacekeeper Way, McClellan, CA 95652	No	No	**Yes**	Students enrolled without complying with terms of MOU Amendment No. 3
*Raley Blvd. (Warehouse/Receiving) (Previously Raley Blvd), 4350 Raley Blvd, Sacramento, CA 95838	Yes	No	No	
Rosemont (Saint John's), 8401 Jackson Road, Sacramento, CA 95826	Yes	Yes	No	
Rumrill Blvd. (Previously San Pablo), 1964 Rumrill Blvd, San Pablo, CA 94806	Yes	No	No	
S St. (Previously South Side Park (OLOG)), 730 S Street, Sacramento, CA 95811	Yes	No	No	
SHRA – Marina Vista, 30 Seavey Circle, Sacramento, CA 9581	Yes	No	*Pending*	District is reviewing.
South A St. (Previously Oxnard 2), 560 South A Street, Oxnard, CA 93030	Yes	No	No	
Todhunter Ave. (Previously West Sac (Holy Cross)), 800 Todhunter Avenue, West Sacramento, CA 95605	Yes	Yes	No	
Unitek, 4330 Watt Ave., Sacramento, CA	No	No	*Pending*	District is reviewing.
West Third St., (Previously Oxnard), 328 West Third Street, Oxnard CA 93030	Yes	No	No	

Indicates administration sites.

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Highlands Community Charter and Technical Schools

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Appendix C: 2023-2024 California Schools Dashboard

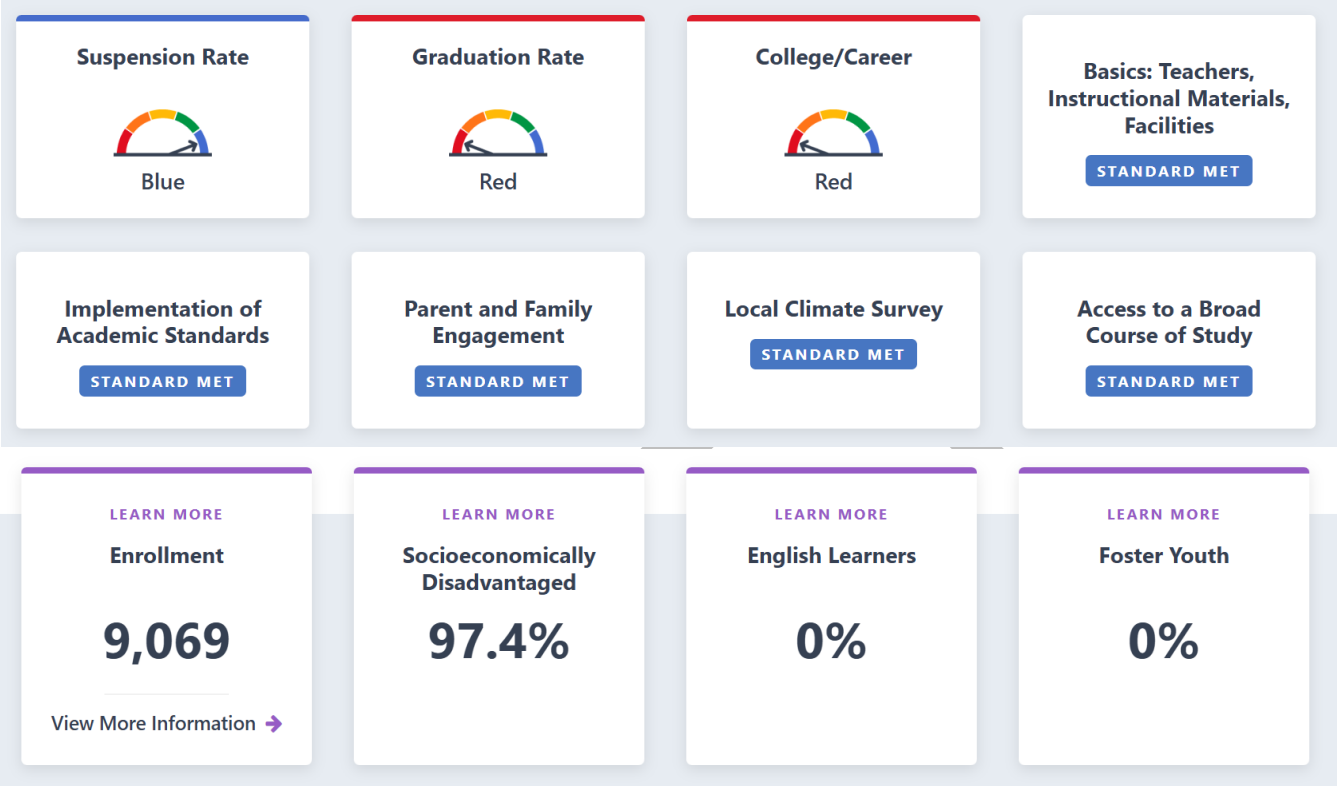

* https://www.caschooldashboard.org/reports/34765050130757/2024

RENEWAL IS PRESUMPTIVE

CDE
Performance Category
No performance category for DASS participating schools.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix D: DASS Agreed-Upon Metrics

Established by Mutual Agreement: November 14, 2024

During the 2024-25 school year, leadership from Highlands Community Charter and Technical Schools (HCCTS) and Twin Rivers Unified School District (TRUSD) discussed and mutually agreed upon the Dashboard Alterative School Status (DASSS) metrics outlined in this document.

Participants (Individuals who participated in at least one of the DASS metrics meetings.)

- Bill McGuire, Executive Director, HCCTS
- Melissa Roberson, Director of Accountability & Assessment, HCCTS
- Mayra Valdivia, Deputy Director, HCCTS
- Marci Bernard, Interim Associate Superintendent, School Leadership, TRUSD
- Travis Burke, Executive Director Special Projects and Equity, TRUSD
- Sharilyn Warta, Project Manager, TRUSD

ACADEMIC ACHIEVEMENT

International High School (IHS), English Language Learners (Levels 0-3)

1. The percentage of HCCS English Language Learners with a pre and post-test, achieving a Measurable Skills Gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The percentage of HCCS high school learners with a pre and pos-test, achieving a measurable skills gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

ACADEMIC IMPROVEMENT

International High School (IHS), English Language Learners (Levels 0-3)

1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
1. The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.

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Highlands Community Charter and Technical Schools

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High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The DASS 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

STUDENT ENGAGEMENT

1. The percentage of HCCS students with a CASAS pre and post-test will meet or exceed 55% as, measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The percentage of 12th grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

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The TOPSpro Enterprise is a software used for data submission to the National Reporting System (NRS). This software integrates with the Comprehensive Adult Student Assessment Systems (CASAS), which is approved by the California Department of Education (CDE) as the primary assessment tool for measuring literacy gains in adult basic education.

Highlands Community Charter and Technical Schools

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Appendix E: HCCTS Board of Directors

Ernie Daniels, Chair (Term Expires June 14, 2026)
Sharon Rocco, Vice Chair (Term Expires April 3, 2027)
Matt Powers, Secretary (Term Expires March 6, 2027)
Sonja Cameron, Treasurer (Term Expires January 5, 2027)
Rick Jones, Director (Term Expires April 3, 2027)
Mellonie Yang, Director (Term Expires January 5, 2025)
Mary DeChance, Director (Term Expires December 6, 2026)
Mike Reid, Director (Term Expires August 2, 2026)

**Board of Directors information collected from HCCTS Executed Board Handbook 2024*
https://hccts.org/wp-content/uploads/2024/11/Executed-Board-Handbook-6.06.2024-compressed.pdf

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Highlands Community Charter and Technical Schools

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Appendix F: Annual Leadership Meeting Agenda

Highlands Community Charter and Technical Schools & Twin Rivers Unified School District

Annual Charter Leadership Meeting

September 16, 2024

Agenda

The items in this agenda apply to Highlands Community Charter and Technical Schools, California Innovative Career Academy, and Highlands Community Charter School.

Meeting Attendees:

Ryan DiGiulio, Chief Business Official, TRUSD
Sharilyn Warta, Project Manager, TRUSD
Terri Ryland, President Ryland SBC, Contractor, TRUSD
Scott Leaman, Ryland SBC, Contractor, TRUSD
Bill McGuire, Executive Director, HCCTS
Maya Valdivia, Deputy Director, HCCCTS
Brian Hamilton, Deputy Director, HCCTS
Brian Davis, Associate Deputy Director, HCCTS
Andrew Michaud, Associate Deputy Director, HCCTS
Isaura Cacho, Associate Deputy Director, HCCTS
Christina Martinez, Associate Deputy Director, HCCTS
Melissa Roberson, Director of Accountability, HCCTS
Shaina Miranda, Executive Assistant, HCCTS

01. Welcome and Introductions

02. Annual Oversight Changes & Updates

- Site Visit Contractor (Ryland Consulting)
- Document and Data Collection Updates
- TRUSD Charter Oversight Policy & Procedures Manual (upcoming resource)

03. Leadership Structure

- Discuss recent changes or plans for changes in the leadership structure.
- **Document Request:** Provide a copy of the most recent leadership contact list with notes regarding changes during the past year to present.

04. Strategic Planning and Initiatives

- Discuss academic and organizational priorities and goals.
- Discuss new initiatives or plans for program expansions.
- **Document Request:** Provide a copy of an updated site, program, and admin facilities list. *(Done – Sent by Natasha on 8/16/24)*

05. Staff

- Discuss 2023-24 PD opportunities and participation rates (CICA & HCCS)
- Discuss the 2024-25 PD plan
- Outline the process to recruit and retain staff
- **Document Request:** Provide the 2023-24 misassignments list. (CICA & HCCS)

06. Academics

For the 2023-24 year, discuss areas of achievement and progress made in the following areas

- Graduation Rates, College/Career Readiness, EL Track (Math and Reading), High School Diploma Track (Math and Reading), & English Learner Reclassification to High School Track

Discuss any plans for academic interventions or supports in the current year.

07. Operations

- Discuss 2023-24 enrollment & attendance trends, staffing trends and safety issues or updates (CICA & HCCS)

08. Audit Updates and Ongoing Concerns/Complaints

- Updates and discussion regarding audits and open complaints/concerns

09. Summary

- Discuss 2023-24 greatest successes & challenges for HCCTS
- What could TRUSD do to better support HCCTS?

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix G: Site Visit Scheduled

HCCTS oversight visits were conducted by Scott Leaman, Retired Superintendent, Ryland Strategic Consulting Contractor. TRUSD representatives or oversight employees may visit sites that were ***not approved*** in the current MOU Amendment No. 3, but is ***not required*** to visit these locations. See appendix K "*HCCTS Oversight Executive Summary*" for additional information.

Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
24th St. (Previously 24th), 7720 24th Street, Sacramento, CA 95832	8/13/2024	1	32	117	Classes held at a church site.
33rd St. (Previously Oak Park), 2520 33rd St, Sacramento, CA 95817	10/31/2024	4 1-CTE	70 0-CTE	268 0-CTE	This program is in a repurposed building. CTE: Based on interview with teacher, program has not started, yet for this school year.
37th Ave. (Previously Maple), 3301 37th Ave, Sacramento, CA 95824	4/11/2024	5	47	854	Classes held at the Maple Neighborhood Center. Parking was a concern.
65th St. (Previously 65th St), 6853 65th Suite C, Street, Sacramento, CA 95828	8/14/2024	2	92	218	Classes held in the Bach-Viet Association building. Parking was a concern.
Advance Beauty College, 10121 Westminster Ave., Garden Grove, CA	10/23/2024	1	0	38	This site partners with Advance Beauty College for CTE and HCCS services.
Auburn Blvd. (Previously Auburn), 4441 Auburn Blvd, Sacramento, CA 95841	3/27/2024	1	24	262	Large site that houses high school completion program in an office building. Parking was a concern.
Asher, 1215 Howe Ave., #101 Sacramento, CA 95834	9/26/2024	3	5	32	This is a CTE program with dual enrollment at Asher College for business skills.
Bruceville Rd. (Previously North Laguna & North Laguna 2), 8211 Bruceville Rd, #115 Sacramento, CA 95823	8/12/2024	2	58	481	Classes are held in a modern storefront.

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Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
C St. (Previously Marysville), 715 C Street, Marysville, CA 95901	3/4/2024	2	17	130	Classes are held in a church school building.
Marysville 2, 1431 C St., Marysville, CA 95901 ***(CLOSED)***	3/4/2024	0	0	0	This site is a professional baseball field. HCCTS has notified the District that they closed the location.
*Capitol Mall (Previously Capitol Mall), 555 Capitol Mall, #735. Sacramento, CA 95814	5/29/2024	2	25	30	This class is in an office building and focuses on workforce development.
Center Pkwy., 7839 Center Parkway, Sacramento, CA 95823	8/12/2024	2	77	232	Classes held near a community center.
Clark Ave. (Previously Yuba City), 229 Clark Avenue, Suites Q & V Yuba City, CA 95991	9/19/2024	1	36	80	Classes meet in a storefront.
College Oak Dr. (Previously College Oak (SALAM)), 4545 College Oak Drive, Sacramento, CA 95841	4/3/2024	3	102	1800	Very large site across from American River College. Major parking issues. Classes held in a religious building.
Edison Ave. (Previously Edison (St. Matthew's)), 2300 Edison Avenue, Sacramento, CA 95821	8/13/2024	5	149	1065	Classes held on a church site.
Euclid St. (Previously Garden Grove 2), 14361 Euclid Street, Suites 3C & 3D Garden Grove, CA 92843	10/23/2024	1	32	296	Classes held in an office building complex.
*Fair Oaks Blvd. (23X Studio and Wellness Center) (Previously Fair Oaks), 2310 Fair Oaks Blvd, Sacramento, CA 95825	5/22/2024	Support Site Only	2	0	This is the Highlands Wellness Center. Students can drop in for fitness classes.
Folsom Blvd., 10017 Folsom Blvd, Sacramento, CA 95827	8/6/2024	3	68	635	Classes have enrollment assigned to classroom that would be beyond capacity if all students were present.

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Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
Folsom 2, 9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	8/6/2024	2	23	223	Classes have enrollment assigned to classroom that would be beyond capacity if the students attended.
Foothill Farms (Previously Hemlock 2), 5527 Hemlock Street, Sacramento, CA 95841	3/14/2024	1	24	60	Storefront with a classroom.
Franklin Blvd. (Previously Maple 2 (St. Rose)), 5961 Franklin Blvd, Sacramento, CA 95824	4/11/2024	2	43	176	HCCS staff stated that the visits happened during Eid, a Muslim religious observance, which could affect attendance. The school was also doing assessment testing. Classes held in a church building.
Fulton Ave. (Previously Larkspur 2 (Suite 110 & 150), 1050 Fulton Avenue, Sacramento, CA 95825	4/26/2024	1	30	190	Classes held in an office building.
Grand Ave., 1333 Grand Avenue, Sacramento, CA 9583	9/18/2024	2 5-CTE	65 10-CTE	1,222 Varies-CTE	Visited in the afternoon. There were few students present. 2 teachers were in meetings and 3 classrooms had long term substitutes. CTE Programs have very low enrollment per class.
Hayes Ave. (Previously Norwood), 431 Hayes Avenue, Sacramento, CA 95838	5/29/2024	1	20	47	This site had one HCCS teacher. They meet in portables in a school in a parking lot.
Hemlock St. (Previously Hemlock- TRLCC), 5537 Hemlock Street, Sacramento, CA 95841	3/14/2024	1	34	80	Storefront with classrooms.
*Hillsdale Blvd. (Suites 1, 9, 11, & 18), 5655 Hillsdale Blvd, Sacramento, CA 95842	3/14/2024	3	135	950	Classrooms are crowded, but they are expanding into new spaces (Hillsdale

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Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
					#2). Suite 9 has a student center and an enrollment center on site.
Howe Ave., 1111 Howe Avenue, (#655) Sacramento, CA 95825	5/13/24	3	73	401	#655 - Classes held in a large office building.
Hurley Way (Previously Hurley), 3205 Hurley Way, Sacramento, CA 95864	4/26/2024	3	70	350	Classes held in a repurposed school with other support agencies. Parking was a concern.
Industrial Pkwy. (Previously Industrial), 8180 Industrial Pkwy, Sacramento, CA 95824	8/14/2024	1	7	27 in CTE, 25 in HCCS	This is a combination CTE (Truck Driving) and IHS Site.
Larkspur Ln. (Previously Larkspur 1 (#F), 1100 Fulton Avenue, Sacramento, CA 95825	4/26/2024	N/A	N/A	N/A	Closed due to sewage and other building issues.
Las Palmas Ave. (Previously Del Paso (Calvary Christian)), 1100 Las Palmas Avenue, Sacramento, CA 95815	3/26/2024	1	N/A	N/A	Class had not started yet, but the teacher was meeting with students.
Luce Ave. (Previously McClellan 2), 5411 Luce Ave, McClellan, CA 95652	3/15/2024	2	55	180	Classrooms in McClellan Business Park.
Marconi Ave. (Previously Marconi 2), 3727 Marconi Ave, Sacramento, CA 95821	8/13/2024	3	46	1054	Classes at this site have 228 and 286 students respectively.
Old Auburn Rd. (Previously Old Auburn), 7817 Old Auburn Road, Citrus Heights, CA 95610	4/19/2024	N/A	N/A	N/A	Workers present and preparing at least 4 classrooms. HCCS' site visit spreadsheet indicated classes had not started yet.
Palm St. (Previously McClellan), 3144 Palm Street, McClellan Park, CA 95652	3/15/2024	2	87	253	Classrooms in McClellan Business Park.

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Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
Rumrill Blvd. (Previously San Pablo), 1964 Rumrill Blvd, San Pablo, CA 94806	11/6/2024	1	8	48	In a storefront. Lao Family Services are down the street.
S St. (Previously South Side Park (OLOG)), 730 S Street, Sacramento, CA 95811	8/13/2024	2	23	76	Classes held in converted building.
South A St. (Previously Oxnard 2), 560 South A Street, Oxnard, CA 93030	3/1/2024	0	0	0	This is an expansion site that has not held a class, yet.
South Lake Tahoe, 1041 Lyons Ave., South Lake Tahoe, CA 96150 - ***CLOSED***	4/10/2024	N/A	N/A	N/A	Principal said this is a future site. HCCS notified the District that this site is closed.
Todhunter Ave. (Previously West Sac (Holy Cross)), 800 Todhunter Avenue, West Sacramento, CA 95605	5/29/2024	3	34	510	Classrooms on a church site.
West Third St. (Previously Oxnard), 328 West Third Street, Oxnard, CA 93030	2/29/24 - 3/1/24	2	42	119	Observed a night and morning class.

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Appendix H: HCCTS Credential Monitoring Findings – Comparative Analysis

2023-2024
TRUSD Credential Monitoring Findings Summary

10/16/2024	Highlands Community Charter and Technical Schools
Date Published	Charter Organization
Layle Bojanski	Byanca Alcazar and Nikki Madison
Report Created By	Charter Organization Contact Person

Item	2022-2023	2023-2024	Change	Notes
Vacancies	149	27	-122	While the improvement is commendable, some subject areas (notably in Exploratory CTE and Self-contained classrooms) continue to indicate shortages. Though the overall reduction is extremely positive, vacancies still require additional focus. When selecting this determination, we recommend noting the vacancy and making a recruitment plan to assure it does not reoccur in the following year.
CALPADS Errors	301	465	164	There was a notable increase in CALPADS errors this year, increasing by more than 54%. However, a few recurring data submission issues were still present, primarily around assignment coding and course alignment. While the Charter has a better understanding of how courses are assigned in CALPADS, these errors can still impact assignment monitoring. When selecting this determination, we recommend noting the nature of the error in greater detail; include the information that should have been reported, which may include the CALPADS course code and title, etc.
Local Assignment Options (LAOs)	150	39	-111	We noticed a decrease in the use of Local Assignment Option 44865 this year. When comparing the staff from one year to the next, one can conclude that a reason for this decrease is due to staff turnover and there are not as many Single or Multiple Subject credentialed employees working for the Charter.
Misassignments	210	273	63	The slight uptick in misassignments is mainly attributed to assigning teachers without non-academic (CTE) authorizations to CTE courses and assigning teachers with 30 Day Emergency Substitute Permits to vacancies. When selecting this determination, we recommend noting the misassignment and making a plan to assure it does not reoccur in the following school year.

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Recommendations	
Item	**Recommendation**
Vacancies	Consider implementing a system to track vacant or open positions from the beginning of the school year and throughout. This tool can be used during assignment monitoring to identify the history of the position and enable you to provide better detail when you explain the Determination. For example, include information on whether the position became filled with a full-time teacher, if it was closed, and/or what recruitment efforts were made to fill the position for the subsequent year. As we've discussed, Vacancies will always be considered as a Misassignment.
CALPADS Errors	Providing targeted CALPADS training for your staff responsible for data input and verification would be beneficial. Implementing periodic internal audits throughout the year to catch errors before submission would also help improve overall accuracy. Specifically, use of course code 1000 should only be used in self-contained settings. Finding a more suitable course code for courses where no curriculum, instruction, assignments, exams or credit, will improve data for subsequent years. In addition, begin to transition Charter employees who are teaching non-academic (CTE) courses to apply for a CTE credential in the specific industry sector instead of having the authorization added to their Adult Education credential. Having this additional credential will not only benefit them but will also legally authorize them to instruct the Exploratory CTE course (7000) and English Learners, if applicable.
Local Assignment Options (LAO's)	For the coming year, prioritize developing pathways for current staff to obtain proper credentials. This could include professional development, credentialing assistance programs, or collaborating with local universities to create pipeline programs. The Adult Education Charter can extend credentialing flexibility under EC 44865 to holders of Single or Multiple Subjects credential so another recommendation would be to focus on recruiting and hiring these individuals. As a reminder, assignments under EC 44865 require employee consent. Please implement a practice to get employee consent for these assignments prior to the assignment start date.
Mis-assignments	Conduct regular credential audits to ensure teachers are appropriately assigned and avoid using 30-day permit holders to fill full time positions. It may also be beneficial to appoint a dedicated credentialing coordinator to monitor assignments throughout the year. Ensuring that your HR team is familiar with assignment regulations and works closely with CALPADS staff can further reduce misassignments.

Recommendations for Improvement
Early Recruitment and Staffing: Require site administrators/hiring managers to be specific with their program needs and Identify staffing needs early. Being focused and aware of staffing needs allows you to begin recruiting as soon as possible and ensures you will recruit candidates with the appropriate credentials or authorizations. Partnering with local program sponsors, teacher residency programs, and even offering incentives such as signing bonuses could help fill vacancies.
Ongoing Data Management Training: Attend refresher courses and workshops on CALPADS data entry and reporting to minimize errors. Reviews of CALPADS data, specifically reports 4.3 and 4.5, in December through February, would also help detect errors in advance.
Professional Development and Credential Support: If applicable, consider providing professional development funding or tuition assistance to current teachers interested in obtaining additional credentials. Establish clear professional growth pathways for paraeducators and substitutes to become fully credentialed teachers.
Regular Internal Monitoring: Using the CALPADS reports 4.3 and 4.5, perform mid-year credentialing audits and assignment reviews. This can ensure compliance throughout the year, allow you to correct misassignments, and prevent end-of-year surprises. Additionally, creating a tracking and communication system for misassignments can provide valuable insights for future planning.

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Appendix I: LCAP Feedback

LEA Name:	Highlands Community Charter & Technical Schools: HCCS
LCAP Version:	1-Adopted Template
Reviewer(s):	Travis Burke
Review Date(s):	01/17/2024

The following notes are specifically related to the Academics. LCAP Fiscal items are not included in this section.

2024-25 ANNUAL UPDATE REVIEW CRITERIA	
Instructions to reviewer: Mark the Yes box next to each criterion to indicate whether the criteria are met based on the review of the LCAP Annual Update. If criteria are not met and follow-up is required, use the space provided after each section. The Page Reference box may be used to help track where the criteria are met (or not met) in the document. Note: Unless otherwise indicated, all criteria fall under COE Approval Criteria EC 52070(d)(1) – Adherence to the template adopted by the state board.	
(1) Use of Template	
Yes	**Approval Criteria**
Yes	(1a) The LCAP 2024-25 Annual Update adheres to the template adopted by SBE and includes instructions.
(2) LEA Information	
Yes	**Approval Criteria**
Yes	(2a) LEA name, contact name, title, email address, and phone number are provided.
Comments/Follow Up Required:	

(3) Goals and Actions	
Yes	**Approval Criteria**
Yes	(3a) Goal #: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(3b) Goal Description: Copy and paste verbatim from the 2023-24 LCAP.
Comments/Follow Up Required:	

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Goal 4 left blank—should be deleted

(4) Measuring and Reporting Results	
Yes	**Approval Criteria**
Yes	(4a) Metric: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4b) Baseline: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4c) Year 1 Outcome: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4d) Year 2 Outcome: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4e) Year 3 Outcome: LEA enters the most recent data available and indicates the school year to which the data applies.
Yes	(4f) Desired Outcome for 2023-24: Copy and paste verbatim from the 2023-24 LCAP.
Comments/Follow Up Required:	

(5) Goal Analysis	
Yes	**Approval Criteria**
Yes	(5a) LEA describes the overall implementation of the actions to achieve the articulated goal, including relevant **challenges** and **successes** experienced with the implementation process.
Yes	(5a.1) LEA describes any instance where it did not implement a planned action or implemented a planned action that differs substantively from how it was described in the adopted LCAP.
Yes	(5b) An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures, as applicable.
Yes	(5c) LEA describes the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle.
Yes	(5d) LEA describes any changes made to the goal, expected outcomes, metrics, desired outcomes, or actions as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
Yes	(5d.1) For actions that have been identified as ineffective, LEA identifies the ineffective action and includes a description of the reason(s) for the

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	ineffectiveness and how changes to the action will result in a new or strengthened approach.
Comments/Follow Up Required:	

2025-26 LOCAL CONTROL AND ACCOUNTABILITY PLAN REVIEW CRITERIA	
Instructions to reviewer: *Mark the Yes box next to each criterion to indicate whether the criteria are met based on the review of the 2025-26 LCAP. If criteria are not met and follow-up is required, use the space provided after each section. The Page Reference box may be used to help track where the criteria is met (or not met) in the document.*	
(1) Use of Template	
Yes	**Approval Criteria**
Yes	(a) The LCAP adheres to the template adopted by SBE and includes instructions.
Comments/Follow Up Required:	

(2) Plan Summary	
Yes	**Approval Criteria**
Yes	(2a) LEA name, contact name, title, email address, and phone number are provided.
Yes	(2b) LCAP Year: Correct year (2024-25) is listed.
Yes	(2c) **General Information:** Includes brief description of the LEA, its schools, and its students in grades TK-12, as applicable to the LEA.
N/A	(2d) The LEA identifies all schools receiving Equity Multiplier funding.
Yes	(2e) **Reflections: Annual Performance:** A reflection on annual performance based on a review of the California School Dashboard and local data.
	(2e.1) An LEA must identify the following, which will remain unchanged for the three-year LCAP cycle: - Any school with lowest performance level on one or more indicator on the 2023 Dashboard - Any student group with the lowest performance level on one or more indicator on the 2023 Dashboard

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	- Any student group within a school with the lowest performance level on one or more indicator on the 2023 Dashboard
Yes	(2e.2) LEA may include a reflection on successes and challenges identified by the LEA
	(2e.3) LEA is encouraged to highlight how they are addressing identified needs of student groups, and/or schools as part of this response.
Yes	(2f) **Reflections: Technical Assistance:** A summary of the work underway as part of technical assistance.
Yes	(2f.1) LEA annually identifies the reason(s) the LEA is eligible for technical assistance.
Yes	(2f.2) LEA provides a summary of the work underway as part of receiving technical assistance. - If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."
Comments/Follow Up Required:	

(3) Comprehensive Support and Improvement	
Yes	**Approval Criteria**
Yes	(3a) **Comprehensive Support and Improvement:** Identifies schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act (ESSA) and describes LEA plans to address needs of school sites.
Yes	(3a.1) Schools Identified: LEA has identified schools identified for CSI.
Yes	(3a.2) Support for Identified Schools: Describes how the LEA supported identified schools in developing CSI plans that included a school-level needs assessment, selection of evidence-based interventions, and identification of any resource inequities to be addressed.
Yes	(3a.3) Monitoring and Evaluating Effectiveness: Describes how the LEA will monitor and evaluate the implementation and effectiveness of CSI plans.
Comments/Follow Up Required:	

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(4) Engaging Educational Partners	
Yes	**Approval Criteria**
Yes	(4a) Complete the table – Educational Partners: LEA identifies applicable educational partner(s) or group(s) engaged in developing the LCAP. Partners 4a.7, 4a.8, and 4a.9 are encouraged but not required for Charters.
Yes	(4a.1) Parents
Yes	(4a.2) Students
Yes	(4a.3) Teachers
Yes	(4a.4) Principals and Administrators
Yes	(4a.5) Other School Personnel
N/A	(4a.6) Local Collective Bargaining Units, as applicable (not required for Charters)
N/A	(4a.7) Parent Advisory Committee, as applicable (not required for Charters)
N/A	(4a.8) English Language Parent Advisory Committee, as applicable (not required for Charters)
N/A	(4a.9) Special Education Local Plan Area Administrator, as applicable (not required for Charters)
Yes	(4b) Complete the table – **Process for Engagement:** The LEA describes the engagement process used to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.
Yes	(4b.1) A sufficient response will provide clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
Yes	(4c) A description of how the adopted LCAP was influenced by the feedback provided by educational partners. The LEA describes any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to educational partner feedback.
N/A	(4c.1) An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the LCAP.

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Comments/Follow Up Required:

(5) Goals and Actions – Goal Types and Requirements	
Yes	**Approval Criteria**
Yes	(5a) Goals are numbered and all required fields have been completed.
Yes	(5a.1) State Priorities have been identified for each goal.
N/A	(5b) **Focus Goal:** (5b.1) Focus Goal Description: The description for a Focus goal must be specific, measurable, and time bound. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.
N/A	(5b.2) Focus Goal Explanation: Explain why the LEA has chosen to prioritize this goal. Explanation must - Be based on Dashboard data or other locally collected data. - Describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
N/A	**(5b.3) Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding Description**: In addition to addressing the focus goal requirements described above (line 5b.1), LEAs must address the following: - All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and - Any underlying issues in the credentialing, subject matter preparation, and retention of the school - Identify specific metrics for each identified student group, as applicable
N/A	**(5b.4) Equity Multiplier Focus Goal Explanation:** LEA explains why it has chosen to prioritize this goal. In addition to addressing 5b.2 above, identify the school or schools to which the goal applies
Yes	(5c) **Broad Goal:**
Yes	(5c.1) Broad Goal Description: Each Broad Goal includes a description of what the LEA plans to achieve through the actions included in the goals. The description - Must be clearly aligned with the expected measurable outcomes included for the goal.

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	- **Yes** Organizes the actions and expected outcomes in a cohesive and consistent manner. - Is specific enough to be measurable in either quantitative or qualitative terms. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.
Yes	(5c.2) Broad Goal Explanation: For each Broad Goal, the LEA explains why the LEA developed the goal and how the actions and metrics grouped together will help achieve the goal.
N/A	(5d) **Maintenance of Progress Goal:**
N/A	(5d.1) Maintenance of Progress Goal Description: Each Maintenance Goal includes a description of how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. The LEA describes how the actions will sustain the progress exemplified by the related metrics.
Comments/Follow Up Required:	

(6) Goals and Actions – Measuring and Reporting Results	
Yes	**Approval Criteria**
Yes	(6a) LEA has completed the Measuring and Reporting Results section under each Goal in the LCAP.
Yes	(6b) **Metric #: LEA** identifies the metric number.
Yes	(6c) **Metric:** LEA identifies the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.
Yes	(6d) **Baseline:** LEA provides baseline data for 2024-25.
Yes	(6e) **Year 1 Outcome:** LEA provides the most recent data available for each metric and indicates the school year to which the data applies.
Yes	(6f) **Year 2 Outcome:** Should be left blank. To be completed for the 2026-27 LCAP.
* **Yes**	(6g) **Target for Year 3 Outcome:** LEA enters the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
N/A	(6h) **Current Difference from Baseline:** To be completed for the 2025-26 LCAP. Enter the difference between the date in year 1 outcome and target for year 3 outcome boxes.

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Comments/Follow Up Required:
6G: Metrics ~~1.4 The baseline is 69.9 and the target outcome is 34.3. While the goal is stated as exceeding the state average, you should write the maintenance target as closer to the baseline with a 'exceed state average' as a level not to drop below.~~ Corrected in revisions

(7) Goal Analysis	
Yes	**Approval Criteria**
N/A	*(a) LEA has completed the Goal Analysis section for each Goal being carried over from the prior LCAP*
N/A	*(b) Implementation: LEA describes the overall implementation of actions within the goal.*
N/A	*(b.1) LEA discusses relevant challenges and successes experienced in implementing the actions.*
N/A	*(b.2) LEA addresses any actions that were not implemented or implemented an action in a manner that differs substantially from what was described in LCAP.*
N/A	*(c) Material Differences: LEA explains material differences between Budgeted Expenditures and Estimated Actual Expenditures for actions and between Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.*
N/A	*(c.1) For qualitative improvements: LEA describes the methodology used to calculate the percentage of improvements in services in the current LCAP year as shown in the Contributing Actions Annual Update table.*
N/A	*(d) Effectiveness: LEA describes the effectiveness of specific actions to achieve the articulated goal as measured by the LEA using metrics outlined in the Measuring and Reporting section for the goal.*
N/A	*(e) Changes: LEA describes any changes made to the goal, expected outcomes, metrics, or actions to achieve the goal as a result of this analysis.*
Comments/Follow Up Required:	

(8) Goals and Actions – Actions	
Yes	**Approval Criteria**

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Yes	(8a.1&2) **Action # and Title:** LEA provides an action number and provides a short title for each action.
Yes	(8a.3) **Description:** LEA provides a brief description for each action.
Yes	(8a.4) **Total Funds:** LEA provides the total amount of expenditures associated with each action.
Yes	(8a.5) **Contributing:** LEA indicates whether each action contributes toward meeting the increased or improved services requirement as described in the Increased or Improved Services section (Y or N).
Yes	(8b) Actions for Foster Youth: ENCOURAGED for LEAs whose Foster Youth are numerically significant.
	(8c) **Required Actions**
Yes	(8c.1) For LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
Yes	(8c.2) For LEAs that have both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners. (strong actions for EL - LTEL included in the LTEL course and data points (Actions 1.1, 7.1, 7.2, 1.9)
Yes	(8c.2a) For LEAs that have 30 or more Students with Disabilities the LEA must include specific actions and consult with their SELPA.
N/A	(8c.3) LEAs eligible for technical assistance must include specific actions related to the implementation of the work underway as part of technical assistance.
Yes	(8c.4) LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions.

Comments/Follow Up Required:

~~Action 1.1 recommendation Expanding the Curriculum team is mentioned. How may staff are planned to be funded? # of FTE~~

~~Action 1.2 recommendation: Please list the FTE to be funded under this goal. The positions are listed without FTE attached. This helps monitor the implementation level of the action through the annual update.~~

Corrected in revisions

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(9) Goals and Actions – State Priorities and Required Metrics		
Yes	**Approval Criteria**	**State Priority Areas**
Yes	Teachers are appropriately assigned and fully credentialed in the subject areas and for the pupils they are teaching.	**1: Basic Services**
Yes	Every pupil has sufficient access to standards-aligned instructional materials.	
Yes	School facilities are maintained in good repair.	
	Implementation of the academic content and performance standards adopted by the state board.	**2: Implementation of State Standards**
Yes	How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.	
Yes	Efforts the LEA makes to seek parent input in making decisions for the LEA and each individual school site.	**3: Parent Involvement and Family Engagement**
Yes	How the LEA will promote parental participation in programs for unduplicated pupils.	
Yes	How the LEA will promote parental participation in programs for individuals with exceptional needs.	
Yes	Performance on Statewide assessments (ELA, Math, Science)	**4: Pupil Achievement**
No	Percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the UC or CSU.	
Yes	Percent of pupils who have successfully completed courses that satisfy requirements for CTE sequences or programs of study that align with state board approved CTE standards and frameworks.	
No	Percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the UC or CSU and career technical education sequences or programs of study.	
Yes	Percentage of English learner pupils who make progress toward English proficiency; or any subsequent	

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	assessment of English proficiency, as certified by the state board.	
Yes	English learner reclassification rate.	
No	Percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.	
No	Percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.	
Yes	School attendance rates	**5: Pupil Engagement**
Yes	Chronic absenteeism rates	
No	Middle school dropout rates	
No	High school dropout rates	
Yes	High school graduation rates	
Yes	Pupil suspension rates	**6: School Climate**
Yes	Pupil expulsion rates	
Yes	Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
N/A	Extent to which pupils have access to and are enrolled in a broad course of study that includes all of the subject areas described in Section 51210 and Section 51220(a) to (i), as applicable.	**7: Course Access**
Yes	Programs and services developed and provided to unduplicated pupils	
	Programs and services developed and provided to individuals with exceptional needs	
N/A	Pupil outcomes, if available, in the subject areas described in Section 51210 and subdivisions (a) to (i), inclusive of Section 51220, as applicable.	**8: Other Pupil Outcomes**
Comments/Follow Up Required:		

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(11) Increased or Improved Services for FY, EL, and LI Students – Required Descriptions	
Yes	**Approval Criteria**
Yes	(11a) **LEA-wide and Schoolwide Contributing Actions**: For each action identified as contributing to the increased or improved services requirement the LEA provides an explanation. - If the LEA has provided this required description in the Action Descriptions, state as such within the table. If stated, review the components in the Action Descriptions.
Yes	(11a.1) **Goals and Action #(s):** LEA identifies the goal and action number of each LEA-wide and schoolwide contributing action.
Yes	(11a.2) **Identified Need(s): LEA** provides an explanation of the unique identified need(s)of the LEA's unduplicated student group(s) for whom the action is principally directed. The LEA explains the need(s), condition(s), or circumstance(s) of its unduplicated student group(s) identified through a needs assessment.
Yes	(11a.3) **How the Actions(s) are Designed to address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis:** LEA provides an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis
Yes	(11a.4) **Metric(s) to Monitor Effectiveness:** LEA identifies the metric(s) being used to measure the progress and effectiveness of the action(s).
N/A	(11b) **Limited Actions:** For each action being solely provided to one or more unduplicated student group(s), the LEA provides an explanation. - If the LEA has provided the required descriptions in the Action Descriptions, state as such. If stated, review the components in the Action Descriptions.
N/A	(11b.1) **Goal and Action #:** LEA identifies the goal and action number of each limited action.
N/A	(11b.2) **Identified Need(s)**: LEA explains the unique identified need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment.
N/A	(11b.3) **How the Actions(s) are Designed to address Need(s):** LEA provides an explanation of how the action as designed will address the unique identified need(s) of the unduplicated student group(s) being served.

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N/A	(11b.4) **Metric(s) to Monitor Effectiveness:** LEA identifies the metric(s) being used to measure the progress and effectiveness of the action(s).
Yes	(11c) **Planned Percentage of Improved Services:** For any limited action associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, the LEA describes the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.
	(11c.1) **Goal and Action #:** LEA identifies the goal and action number and describes the methodology that was used.
Yes	(11d) **Additional Concentration Grant Funding:** Did the LEA demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55% as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55%?
N/A	(11d.1) An LEA that does not receive the concentration grant add-on funding must indicate that a response to this prompt is not applicable.
	(11d.2) The LEA identifies goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff providing direct services to students at schools with an enrollment of unduplicated students that is greater than 55%.
	(11d.3) An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55%, must describe how it is using the funds to increase the number or credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
	(11d.4) In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55%, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55%.

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Yes	(11e) **Staff to Student Ratios by Type of School and Concentration of Unduplicated Students** - LEAs that do not have comparison schools should indicate **N/A**. Complete the table as follows:
Yes	(11e.1) Staff-to-Student Ratio – **Classified:** LEA provides staff-to-student ratio of classified staff providing services to students with a concentration of unduplicated students that is 55% or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55%, as applicable to the LEA.
Yes	(11e.2) Staff-to-Student Ratio – **Certificated:** LEA provides staff-to-student ratio of certificated staff providing services to students with a concentration of unduplicated students that is 55% or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55%, as applicable to the LEA.
Comments/Follow Up Required:	

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix J: HCCS Oversight Executive Summary

ACADEMICS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	5	0

The charter is "off track" in the area of academics because at least one area of concern involves potential material violations.

TYPE	DESCRIPTION
STRENGTH	HCCS met or exceeded all DASS agreed upon metrics for the 2023-24 school year except the High School Bridge English Language Learner level 6 target. *(*This may be updated or removed, pending the publication of the DASS 1-Year Graduation Rates on the California Schools Dashboard.)*
STRENGTH	During the 2023-24 year, IHS level 3 English Language Learners moving to high school exceeded the target of 5% by 27.12%.
STRENGTH	During the 2023-24 year, HCCS exceeded California State targets by at least 30% for English Language Learners with a pre and post-test measurable skills gains in levels 0, 1, 2, and 3.
STRENGTH	During the 2023-24 year, the percent of HCCS 12th grade students enrolled in a CTE program exceeded the 10% target by 10%.
AREAS FOR IMPROVEMENT	The percentage of HCCS high school learners with a pre and post-test, achieving measurable skills gain at level 6 have not met California state targets for the past 3 years resulting in this DASS metric being unmet.
AREAS FOR IMPROVEMENT	During the 2024-25 site visits, HCCS administrators stated that many students disenroll when they approach level 3 and/or gain enough English proficiency to secure employment. This pattern likely negatively impacts academic achievement.
AREAS FOR IMPROVEMENT	HCCS stated that progress for students in the Bridge and high school completion programs are measured through credit completion. However, no clear credit attainment rate has been shared.
AREAS FOR IMPROVEMENT	During classroom visits, it was noted that less than half of the enrolled students were present.
AREAS FOR IMPROVEMENT	On December 11, 2024 the District received notification from the CDE stating that the Dashboard Alternative School Status for HCCS was being revoked. Beginning the 2024-25 school year, the District will follow the CDE's guidance by using the California School Dashboard and the performance category/level (when available) to monitor and evaluate each school's academic performance.
CONCERN	The 2022-23 and 2023-24 SARC for HCCS reports more than 60 classrooms with enrollment numbers higher than 100 students. Classroom spaces cannot physically accommodate this number of students at one time. Interviews with staff and observations point to students being provided with work packets and then sent home, or encourage to only attend for part of the day, as space permits. This prevents students from attending class which has a direct impact on academic achievement. Additionally, the practice may result in the violation of Education Code 47612.5 regarding the requirement for at least 80% of the instructional time offered to be at the school site. To prevent corrective actions by the District, HCCTS must

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	take immediate action to address this concern and reduce class sizes, limiting enrollment to that which could be safely and feasibly accommodated. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
CONCERN	The attendance audit authorized by the District notes students arriving and departing continuously during classes. Interviews with staff indicated that a significant number of students simply check-in and leave class without intending to attend or they are given packets and leave to work independently at home. This practice does not align with the classroom-based instruction model as outlined in Ed. Code or the HCCTS' student handbook. Additionally, it is contradictory to HCCS petition which states "*We believe that attendance is crucial for our students' success*". The of allowing students to check in without ever intending to attend and giving packets to work independently is a high concern. To prevent corrective actions by the District, HCCS must immediately cease this practice and ensure access to classroom-based instruction for students, while complying with room capacity requirements for safety. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
CONCERN	On 08/09/23 and 3/27/24, the College Oak site was closed for staff development and Muslim holidays. Some students were provided one-day Independent Study packets. HCCTS correctly asserts that the three-day minimum requirement for Independent Study was not applicable to charter schools. While ADA earned for these students would be allowable, HCCS did not report any Independent Study ADA during the 2023-24 school year. This action has likely led to classroom ADA being incorrectly reported for the site. The District requires HCCS to take immediate actions to address and correct any ADA reporting errors.
CONCERN	The current grade levels are not aligned with the approved petition. Contradicting the petition, the program is now described as a high school program, but omits 11th grade. To-date HCCS has not submitted a Material Revision request as required by Education Code.
CONCERN	HCCS has not participated in the mandatory CAST Science test as required by law.

GOVERNANCE AND OPERATIONS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	1	3

The charter is "off track" in the area of governance and operations because HCCTS has at least one area of concern involves potential material violations. (See appendix K for more details.)

TYPE	DESCRIPTION
STRENGTH	The school's motto, "It's Never Too Late," was reflected in the dedication of the adult learners observed.
STRENGTH	Both students and staff demonstrated flexibility in adapting to various classroom configurations and locations.
AREAS FOR IMPROVEMENT	Parking, classroom space, and staffing were often cited as ongoing issues.

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Highlands Community Charter School

AREAS FOR IMPROVEMENT	SARC reports were identified as an area of concern earlier in the year due to inaccurate and missing data. HCCS has corrected the reports, but should make improvements in this area to ensure accuracy of reporting. The District will include oversight activities on this item during the 2025-26 school year.
REQUIRED ACTION	The number of annual instructional minutes during the 2022-23 school year for students on Track A, attending the PM schedule was short. The attendance report stated that the minutes were short by 6,510 minutes. HCCTS believes the instructional minutes were short by 4,500. The District is concerned with the instructional minutes not meeting the requirement. HCCS must review the Track A schedule and refile for an adjustment for the shortage in instructional minutes. Additionally, as HCCTS stated in their response they must then resubmit ADA reviews to the District and the CDE by the beginning of the 2025-26 school year. HCCS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	It was reported by HCCS staff that prior to 2023-24, attendance records were discarded at the end of the school year. This action is in direct contradiction to the HCCS charter petition's which affirms that HCCS will "*Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.*" HCCS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Scott Leaman, TRUSD site visit contractor noted that the HCCS facility located at 1100 Fulton Avenue, #F, Sacramento CA was closed "due to sewage and other building issues." The District was not able to conduct the site visit at this location. Provide the District with an update regarding the facility issues and how students were served during the facility's closure.
CONCERN	For multiple past years, HCCS had not adopted the Comprehensive School Safety Plan (CSSP) annually by March 1st as outlined by Education Code. HCCS must update the CSSP, annually by March 1st. The current plan does not include all required elements as outlined in EC Section 32282(a)(2)(A-L). The District will include follow-up activities on this item during the oversight activities for the 2025-26 year.

FINANCIAL HEALTH		
RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS

TYPE	DESCRIPTION
Pending	*HCCTS requested and was granted an extension to file the 23-24 audit reports. Data will be entered here once the District has those reports.*

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Highlands Community Charter and Technical Schools

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Appendix K: HCCTS Oversight Executive Summary

ACADEMICS		
RENEWAL TRACK Off Track	CONCERNS 0	REQUIRED ACTIONS 0

HCCTS is "off track" in the area of academics because both charter schools (HCCS and CICA) have areas of concern involving potential material violations.

TYPE	DESCRIPTION
STRENGTH	HCCTS offers a variety of social services such as food pantries, free clothing distribution, laundromat, childcare, and fitness center.
STRENGTH	Staff members are dedicated, caring, and committed to students.

GOVERNANCE AND OPERATIONS		
RENEWAL TRACK Off Track	CONCERNS 5	REQUIRED ACTIONS 5

HCCTS is "off track" in the area of governance and operations because at least one area of concern involve potential material violations.

TYPE	DESCRIPTION
STRENGTH	HCCTS offer a variety of social services such as food pantries, free clothing distribution, laundromat, childcare, and fitness center.
STRENGTH	Staff members are dedicated, caring, and committed to meeting student needs.
AREAS FOR IMPROVEMENT	Enrollment growth has strained HCCS' and CICA's systems. This is a challenge further compounded by its large geographic footprint across California.
AREAS FOR IMPROVEMENT	The District commends HCCTS for revising at least half of the outdated Board Policies and their work to ensure all BPs are updated by June 30, 2025. HCCTS' commitment to continue reviewing and updating BPs as needed and their plan to communicate updates is noteworthy. However, the BP revision process needs to be strictly followed. Concerns related to the revision of BP 3310 have been identified. The District will include oversight activities on this item during the 2025-26 school year.
AREAS FOR IMPROVEMENT	Several sites are located in religious buildings that display religious symbols in HCCTS classrooms. Most of the concerns have been addressed, but there are still facilities in which this issue is not resolved.
REQUIRED ACTION	The CTE Truck Driving program has allowed non-students to participate. HCCTS has stated that they have ceased this practice. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	During the 2022-23 and 2023-24 school years, HCCTS used an incorrect calendar for reporting ADA that resulted in incorrect P-2 divisors. HCCTS has stated that this has been

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Highlands Community Charter and Technical Schools

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	addressed during the 2024-25 school year. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	The reporting structure and internal controls for attendance were identified as "inadequate" during the 2024-25 District authorized Attendance Study. This resulted in multiple errors in attendance accounting, lack of training for staff, and inconsistency in documenting and verifying attendance reporting. HCCTS has communicated that they are updating the attendance taking procedures and that they will seek approval from the District before making any changes to the attendance polices. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Provide the District with an update regarding the plan to implement a single attendance track with all minimum number of instructional minutes met before beginning implementation for the 2025-26 school year (8/11/2025). HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	During the current 2024-25 school year, HCCTS began withholding suite and building numbers when providing lists of sites/locations. The District acknowledges the current MOU Amendment No. 3 as the accurate list of approved sites minus the locations which have been closed. The District requires suite and building numbers in order to conduct proper oversight.
CONCERN	On October 3, 2024 and October 17, 2024, the HCCTS' Board of Trustees approved multiple locations for operations that were not approved by the District as outlined in the current MOU Amendment No. 3 for CICA and HCCS. This action was done without complying to the terms outlined in the agreements. The District is reviewing and will follow-up appropriately.
CONCERN	HCCTS made numerous material changes to their procedures for collecting attendance and reporting ADA, but did not obtain approval prior to implementation. The District acknowledges that HCCTS informed the District of the utilization of the "Brain" app for attendance after the implementation and that the District was notified after they ceased to use the "Brain" app. However, prior approval was never sought. This requirement is outlined in CICA's and HCCS' petitions. While HCCTS has communicated that they will seek approval from the District before making any changes to the attendance polices, the actions outlined above constitute unapproved material changes. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure compliance.
CONCERN	HCCTS continues to have CALPADS Errors or misassignments as outlined by the Commission on Teacher Credentialing (CTC). The CDE confirmed that HCCTS is on record as a K-12 school and not an adult school. The K-12 school type and adult education teacher credentialing remains an unresolved issue despite the District's Notice of Concern. To prevent corrective actions by the District, HCCTS must comply with the CTC's guidelines to appropriately address the misassignments and begin making immediate changes. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
CONCERN	Before closing, the Marysville 2 location was identified as a baseball field, not a facility. The District is reviewing additional concerns discovered through the investigation process.

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Highlands Community Charter and Technical Schools

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CONCERN	Although there are no students in or around the area, HCCTS has secured an administrative site in San Diego, CA. Additionally, a public records search showed that this location has been advertised as office condominiums where "*you can watch a game from your balcony*", specifically referencing HCCTS' administrative suite 310 as having a "*dedicated balcony with unparalleled view of Petco Park*." The purpose for this administrative facility in San Diego is unclear.

FIANANCIAL HEALTH		
RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS

TYPE	DESCRIPTION
Pending	*HCCTS requested and was granted an extension to file the 23-24 audit reports. Data will be entered here once the District has those reports.*

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HIGHLANDS
COMMUNITY CHARTER SCHOOL

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OVERSIGHT REPORT 2023-24

TwinRivers
UNIFIED SCHOOL DISTRICT

April 2025

NOTICE OF INTENT TO REVOKE
Highlands Community Charter School

This Notice of Intent to Revoke will be issued upon approval by the Twin Rivers Unified School District Board of Trustees

November 4, 2025

I. BACKGROUND

The Twin Rivers Unified School District ("District") Board of Trustees ("Board") initially approved the petition for the establishment of Highlands Community Charter School ("HCCS" or "Charter School") in 2014 for a term running through June 30, 2019. On or about March 5, 2019, the Board conditionally approved the petition to renew HCCS' Charter for a five-year term from July 1, 2019, through June 30, 2024 ("Charter"). Pursuant to Education Code section 47607.4, HCCS' Charter was automatically extended through June 30, 2027, by operation of law.

On or about May 19, 2019, the District and HCCS entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding HCCS' program, operation, structure, and obligations. Subsequent amendments to the MOU approved by the Board extended its term through June 30, 2027. On or about January 23, 2024, the District and HCCS agreed to Amendment No. 3 of the MOU ("MOU Amendment No. 3") among other things, confirming the District's authorization of specified locations HCCS had established for charter school operations and makes other clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

MOU Amendment No. 3 provides in part:

> "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation." [1](Emphasis added.)

HCCS is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

Following multiple and varying requests for information and notices of concern over a twelve-month

[1] "Charter School" as used in the MOU Amendment No. 3 collectively refers to Highlands Community Charter and Technical Schools and Highlands Community Charter School.

period, the District determined that HCCTS either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS. As a result and since the District viewed HCCS' material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law as grounds for revocation, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process contained in the Education Code, which is the issuance of a Notice of Violation per Education Code section 47607(g) and Title 5, Cal. Code of Regulations, section 11968.5.2, and at its meeting on June 17, 2025, recommended to the Board that it issue a Notice of Violation to HCCS.

On June 17, 2025, the Board approved issuance of the recommended Notice of Violation ("NOV") to HCCS pursuant to Education Code section 47607. In the NOV, the District identified HCCS' violations and including all evidence relied upon by the District as Exhibits. The NOV also provided HCCS with a reasonable opportunity to respond to and/or remedy the violations by September 26, 2025. The NOV documented specific factual findings and provided evidence to support each of the legal grounds for revocation. *(See NOV and its Exhibits A-H.)*

On September 26, 2025, HCCTS timely submitted its response ("HCCS Response") to the NOV. However, the supporting evidence was not provided to the District until September 29, 2025. *(See HCCS Response dated 9/26/26 and Exhibits A-BB.)*

II. NOTICE OF INTENT TO REVOKE

District staff have evaluated the HCCS Response and all documentation produced by HCCS. After conducting a thorough, objective, and data-driven review, District staff determined that HCCS has sufficiently addressed one of the violations, but has failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, and violations of law. Consequently, District staff recommends that the Board issue this Notice of Intent to Revoke and notice of facts in support of revocation to HCCS ("NIR") pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations ("Section 11968.5.2").

Upon the Board's determination that HCCS failed to refute, take remedial action, or propose remedial action specific to each of the alleged violations of the Charter and law identified in the NOV, it will adopt and issue this NIR to HCCS via the HCCTS Board of Directors based on the grounds for revocation set forth below:

1. HCCS committed a material violation of the conditions, standards, or procedures set forth in the charter.

2. HCCS violated any law.

3. HCCS failed to meet generally accepted accounting principles, and/or engaged in fiscal mismanagement.

The findings below and substantial evidence in support of issuing the NIR to HCCS conform to the standards and procedures of Education Code section 47607 and Section 11968.5.2. This report provides the District Board with a summary of the violations identified in the NOV, HCCS' Response, and the District staff's analysis of HCCS Response, and findings.

III. LEGAL AUTHORITY

Per Education Code section 47607(f):

> A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:
>
> (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
> (2) Failed to meet or pursue any of the pupil outcomes identified in the charter.
> (3) Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.
> (4) Violated any law.

A chartering authority commences the revocation process with the issuance of a Notice of Violation that includes a reasonable opportunity to remedy the identified violations. (Ed. Code, § 47607(g).) Section 11968.5.2(c) outlines the obligations of a charter school governing body once a Notice of Violation is received:

> Upon receipt of a Notice of Violation, the charter school's governing body, as described in the school's charter, if it chooses to respond, shall take the following actions:
>
> (1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation; the written response shall be due by the end of the remedy period identified in the Notice of Violation; and
>
> (2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

Per Section 11968.5.2(d), after conclusion of the reasonable opportunity to remedy period specified in the NOV, the chartering authority:

> [S]shall evaluate the response of the charter school's governing body as described in the school's charter response to the Notice of Violation and any supporting evidence, if submitted, and shall take one of the following actions:

(1) If the chartering authority has substantial evidence that the charter school has failed to refute to the chartering authority's satisfaction, or remedy a violation identified in the Notice of Violation, continue revocation of the school's charter by issuing a Notice of Intent to Revoke to the charter school's governing body as described in the school's charter; or

(2) Discontinue revocation of the school's charter and provide timely written notice of such action to the charter school's governing body as described in the school's charter.[2]

On a date no later than 30 days after providing the NIR, the chartering authority shall hold a public hearing in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. (Ed. Code, § 47607(h); Section 11968.5.2(f).)

IV. NOTICE OF FACTS AND FINDINGS IN SUPPORT OF REVOCATION

The factual bases for issuance of this NIR are set forth below. The District incorporates all of the substantial evidence, including supporting documentation included in the NOV.

A. VIOLATIONS OF CHARTER

HCCS has committed the following material violations of the conditions, standards, or procedures set forth in the Charter and the MOU:

Violation of Charter – Grade Level Changes

1. District NOV Findings

Education Code section 47604(a)(4) provides in part: "After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels."

HCCS' Charter only authorizes the Charter School to provide instruction to students in grades 1, 2, and 12. However, HCCS has operated and received state apportionment for students enrolled in grades 9 and 10 without submitting a material revision request, in violation of its Charter and Education Code section 47605(a)(4).

By correspondence dated August 28, 2024, HCCTS sent a letter to the District stating that HCCS had added grade 9 and 10 through a non-material revision to its Charter based on the approval of District staff on October 29, 2020. The District sent an inquiry to HCCTS on September 30, 2025, requesting

[2] If the chartering authority does not act, as specified in Section 11968.5.2(d), within 60 calendar days of the conclusion of the remedy period specified in the NOV, the revocation process is terminated and the NOV is void.

evidence to support HCCTS' statement that the District has approved the change in grades through non-material revision. The District reviewed the documentation provided by HCCTS and with correspondence dated February 3, 2025, the District informed the Charter School that it failed to notify the District before changing the approved grade levels. *(See NOV Exhibits A and B.)*

2. HCCS Response to NOV

In the HCCS Response, HCCTS acknowledges that Education Code section 47605(a)(4) makes clear that a charter school seeking to expand operations to additional sites or grade levels must submit a material revision to its charter and notify its authorizer, and that HCCTS did not submit a material revision when grade levels were changed beginning in the 2020–21 school year. HCCTS expresses regrets that this process was not followed in the past, and assures the District that under new leadership, HCCTS is committed to full compliance, clear communication, and a constructive working relationship with the District to ensure that changes moving forward are properly authorized and transparent.

To address this violation, HCCTS has submitted a material revision request to the District. HCCTS indicates that the proposed material revision is intended to fully align HCCS' charter with current practice, CDE guidance, and District oversight, and this issue will be fully resolved once the District Board approves the submitted material revision. HCCTS indicates that if the Board does not approve the material revision, HCCTS will comply by returning to the grade levels specified in HCCS' existing approved Charter.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

The remedial plan provided by HCCS is the material revision request submitted to the District on October 10, 2025. The late submission of the material revision, after the conclusion of the remedy period has significantly delayed the District's ability to conduct a comprehensive review before a recommendation must be made regarding this violation. As a result of the late submission, the District cannot make a determination regarding the material revision until the District Board meeting in January 2026.

While HCCTS asserts that it will align grades with what is reflected in the HCCS Charter, the Charter School is currently serving students in grades 9th, 10th, and 12th. The HCCS Response failed to provide any evidence or information as to how the Charter School will transition to approved grades in order to ensure compliance with the current Charter or to add 11th grade (should the material revision be approved). The HCCS Response failed to provide any plans, timelines, or actions that will be taken in order to transition from the current structure to the approved grade levels.

Assertions by HCCTS without sufficient evidence that changes will be made to ensure compliance do not demonstrate that corrective actions have been implemented or that compliance will be achieved. Accordingly, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

Violation of Charter – Location Changes

1. **District NOV Findings**

On or about January 23, 2024, the District and HCCTS agreed to the MOU Amendment No. 3 which included a list of approved locations for HCCS' charter school operations. The MOU Amendment No. 3 includes the express requirement for HCCS to submit a written request to the District if the "Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers... " HCCS' enrollment reports submitted beginning with July 2024 through March 2025 reflect students enrolled at locations that are not reflected in the current MOU Amendment No. 3.

In addition, on October 3, 2024, October 17, 2024, and November 7, 2024, the HCCTS Board of Directors approved multiple locations for HCCS operations which are not included in the list of approved locations identified in MOU Amendment No. 3. The District has sent multiple communications regarding HCCTS' addition of locations without submitting a material revision request. In a Notice of Concern and Request for Information dated April 23, 2025, the District outlined specific steps that must be taken to address discrepancies and comply with MOU Amendment No. 3. To date, no material revision request has been submitted for these locations and HCCS continues to operate at these locations in violation of the MOU Amendment No. 3 and Education Code section 47605(a)(4). *(See NOV Exhibits A, C, and H.)*

Additionally, HCCTS failed to provide fully executed copies of lease agreements as requested in the District's April 23, 2025, Notice of Concern/Request for Information. As the chartering authority, the District is entitled to information and documentation regarding the Charter School's operations (Ed. Code, § 47604.3). The failure to timely provide such information interferes with the District's oversight obligations

2. **HCCS Response to NOV**

HCCTS acknowledges that the MOU Amendment No. 3 governs the approval and operation of HCCS facilities and makes clear that any new locations require District authorization through a material revision. HCCTS also acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU, and that this was a failure of compliance, that HCCTS accepts responsibility for non-compliance.

In the HCCS Response HCCTS assures the District that it has since taken corrective steps, and that moving forward, HCCTS will strictly comply with the requirement to submit a material revision for any facility location change, ensuring that the District is fully informed and that all operations are authorized.

To address this violation, HCCTS has submitted a material revision request to the District. HCCTS indicates this issue will be fully resolved once the District Board approves the submitted material revision. If the Board does not approve certain sites, HCCTS indicates that it will immediately limit operations to District-approved locations.

3. **District Analysis of HCCS Response and Findings**

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

The remedial plan provided by HCCS is the submission of the material revision request on October 10, 2025. The late submission of the material revision, after the conclusion of the remedy period has significantly delayed the District's ability to conduct a comprehensive review before a recommendation must be made regarding the violation related to locations. As a result of the late submission, the District cannot make a determination regarding the material revision until the District Board meeting in January 2026.

While HCCS asserts that its actions were not intentional, the District's review of the record demonstrates that HCCS knowingly and willfully disregarded multiple Notices of Concern and District communications by repeatedly voting to approve and subsequently occupying new locations despite its receipt of directives and warnings from the District to the contrary.

Despite the assertion that HCCS will align its locations with the Charter, the Charter School is currently operating at locations that have not been approved by the District. In the HCCS Response, the Charter School has failed to provide any details regarding how the leases will be terminated for the locations or the corrective actions that will be taken to ensure continued compliance.

The HCCS Response failed to provide fully executed copies of lease agreements as requested in the District's April 23, 2025, Notice of Concern/Request for Information. The HCCS Response primarily consists of statements asserting that changes will be made after the District Board of Trustees makes a determination regarding the material revision. However, such assertions, without substantive evidence demonstrating actional plans for implementation or corrective action at the operational level, are insufficient to establish compliance or remedy the identified violations. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

B. VIOLATIONS OF LAW

HCCS has committed the following violations of law:

Violation of Law – Failure to Submit Annual Independent Audit Report

1. District NOV Findings

Education Code section 47064.33(a) requires that all charter schools file certain periodic financial reports, including annual audits. Likewise, section 47064.33(b) recognizes the importance for the charting authority to rely on these and any other financial reports in carrying out its oversight duties and "monitoring the fiscal condition of [a] charter school." (Ed. Code, § 47064.33(b).) Additionally, Education Code section 47605(m) requires charter schools to, "...transmit a copy of its annual, independent financial audit report for the preceding fiscal year...to its chartering authority...by December 15 of each year." HCCTS requested an extension to the December 15, 2024, deadline for submitting its 2023-24 audit report. The District granted an extension until January 15, 2025, but HCCTS failed to meet this deadline.

On March 19, 2025, the District sent a Request for Information requiring HCCTS to submit the annual

independent financial audit report no later than March 31, 2025. When HCCTS failed to comply, the District sent a Notice of Concern to HCCTS dated April 7, 2025 and outlined a requirement for HCCTS to submit the annual report by April 18, 2025. A subsequent Notice of Concern was sent to HCCTS on April 24, 2025 requiring HCCTS to submit the report by May 5, 2025. To date HCCTS' audit report has not been submitted to the District. *(See NOV Exhibits D and H.)*

HCCS is in violation of Education Code sections 47604.33 and 47605, and its own Charter, for failing to complete and submit its 2023-24 annual independent audit report to the District. HCCS' failure to provide its annual audit report for 2023-24, hinders the District's ability to properly carry out its duties as charter authorizer to oversee the Charter School's operations and monitor its fiscal condition.

2. HCCS Response to NOV

HCCTS acknowledges that Education Code sections 47604.33 and 47605, as well as the HCCTS charter, require timely completion and submission of an annual independent audit report, and that the 2023–24 audit has not yet been submitted to the District and that multiple deadlines were missed. However, HCCTS asserts that the delay regarding the final audit report is outside its control and it has consistently provided documentation requested by the auditor Eide Bailly and followed up on promised delivery timelines as demonstrated in Exhibit J of its Response which details an extensive list of document requests fulfilled by HCCTS staff; and even though HCCTS and its legal counsel has formally demanded its completion and continue to press for immediate resolution, the final audit has not been received from Eide Bailly. HCCTS assures that it will provide the District with the completed audit report immediately upon its release by Eide Bailly.

HCCTS further assures that moving forward, it will ensure timely completion of audits by: "Holding vendors accountable through stricter contracts and oversight" and "Engaging with TRUSD earlier in the process to provide status updates and transparency."

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

While HCCTS asserts that its independent auditor Eide Bailly has not indicated any significant findings in the draft report for 2023-24, the District has identified additional violations of law that will need to be reviewed upon completion of the final audit report and will be addressed with HCCTS through the oversight process.

Exhibit H of the HCCS Response is a letter from HCCTS' legal counsel to the audit firm of Eide Bailly, LLP. In this letter, HCCTS' legal counsel acknowledges that "Highlands cannot cure the District's Notice of Violation without the audit report".

The District does not concur with HCCS's position that the audit report delay is due solely to factors outside the Charter School's control. Although HCCS attributes the delay, in part to technical errors and testing requirements arising from the California State Auditor's review, the State Auditor's report revealed multiple findings directly attributable to HCCS' own governance and management practices. The District finds that the delay is a direct and foreseeable consequence of internal failures in governance, fiscal oversight, and academic accountability. The District agrees with the statement made by HCCTS' legal counsel in Exhibit H of the HCCS Response which noted that this violation cannot be

cured without the final audit report. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

Violation of Law – Failure to Track Minimum Instructional Minutes

1. **District NOV Findings**

Education Code 47612.5(e)(l) states: "For purposes of calculating average daily attendance for classroom-based instruction apportionments, at least 80 percent of the instructional time offered by the charter school shall be at the schoolsite, and the charter school shall require the attendance of all pupils for whom a classroom-based apportionment is claimed at the schoolsite for at least 80 percent of the minimum instructional time required... "

HCCS' average class sizes have far exceeded classroom capacity with averages as high as 227 students. As a result, and as observed by District representatives during site visits and noted as part of the 2024-25 Attendance Audit conducted by CFE Consultant Dennis Snelling, HCCS students were observed arriving and leaving continuously without intending to stay for instruction. It was also observed that students were routinely sent home with packets or instructed to attend only part of the instructional day due to limited classroom capacity. The District believes that these practices resulted in students receiving significantly less than 80% in- person instruction and demonstrates that the HCCS did not require attendance of all pupils. The District authorized 2024-25 Attendance Audit also noted that attendance records were discarded, thereby removing any documented evidence of student attendance, which is necessary to verify the accuracy of enrollment reported for ADA. The above demonstrates HCCS' violation of the law. *(See NOV Exhibit E.)*

2. **HCCS Response to NOV**

In the HCCS Response HCCTS outlines corrective actions it has taken to improve in the areas of attendance tracking and enforcement, including improved attendance policies, re-engagement strategies, and employee training to ensure students are re-engaged when there are attendance concerns, which HCCTS asserts fully cures any outstanding concern that the District could have relating to attendance going forward. HCCTS also explains that it has taken all steps necessary to pursue its appeals of apportionment findings with regard to the state audit period where it believes that it met all legal requirements. In conclusion, HCCTS represents that there is nothing more that it can do with regard to the audit appeals until such time as a decision is made by the Education Audit Appeals Panel ("EAAP").

3. **District Analysis of HCCS Response and Findings**

Staff Finding(s): Remedial Action Plan Insufficiently Addresses this Violation

While the HCCS Response references a pending decision from the Education Audit Appeal Panel regarding the State Auditor's Report, the District notes that the NOV neither cited nor relied upon any findings from the Auditor's Report. As outlined in the NOV, the District's conclusions were based on direct observations made during site visits and corroborating evidence identified in the District-commissioned Attendance Audit finalized in January 2025.

In Exhibit AI of the HCCS Response, HCCS included a student calendar for the 2025-26 school year. Many of the teacher work days and student minimum days were missing from the calendar. On October

8, 2025 the District sought clarification regarding the discrepancies. HCCTS apologized for the confusion and provided a second calendar, stating that the updated version was correct. A subsequent communication from HCCTS on October 13, 2025 provided a third calendar. HCCTS indicated that they had made another error and they were intending to bring the most recent (October 13) calendar to the HCCTS Board the following week. To-date, HCCTS has not provided the District with the final, HCCTS Board approved student calendar.

The HCCS Response indicates that the Charter School is partially relying on the decision made by the Education Audit Appeal Panel to fully cure and/or remedy this violation. Therefore, the District cannot make the determination that this violation has been remedied or cured without the final determination regarding the EAAP appeal.

Although the District acknowledges the level of detail in HCCS's Response and the reported efforts to increase student engagement, the core issue remains unresolved: students cannot be required to attend at least 80% of the time when classroom capacity does not accommodate all students listed on a teacher's roster. The HCCS Response failed to include documentation verifying classroom capacity, student-to-teacher ratios, or teacher rosters/records necessary to confirm that enrollment does not exceed facility limitations.

The NOV further cited observations of students being sent home with packets and others arriving and leaving intermittently without remaining for instruction. HCCS provided no evidence that these practices have been corrected, communicated to staff, or are being actively monitored for compliance. The District finds that the submission of revised Board Policies, absent corresponding evidence of implementation or oversight, is insufficient to demonstrate that corrective actions have occurred. Accordingly, HCCS's assertions remain unsupported by verifiable evidence. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

Violation of Law – Credential Misassignments

1. **District NOV Findings**

Education Code section 47605(1) provides in part: "Teachers in charter schools shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority."

HCCS has provided instruction to its students using teachers who do not hold the appropriate credential as required by the Education Code. In correspondence dated March 17, 2025, HCCTS represented that Nancy Mora, Credentials Technician from San Diego County Office of Education ("SDCOE"), provided them with a recommendation that the Adult Education Credentials would be the appropriate credential for HCCTS teachers of record in a general education K-12 assignment. The District inquired with the California Commission on Teacher Credentialing ("CTC") and in correspondence dated March 11, 2025, received clarification confirming that the SDCOE's interpretation was incorrect: "While the credential was not designed only for providing instruction in an adult setting like the Designated Subjects Adult Education teaching credential, both the Multiple Subject and Single Subject teaching credentials authorize teaching in classes for adults in the respective classroom settings... " HCCTS failed to seek guidance from the CTC regarding credential requirements, but instead relied on faulty information from

the Ms. Mora resulting in disallowed ADA. *(NOV Exhibit E.)*

2. HCCS Response to NOV

In the HCCS Response HCCTS acknowledges that all HCCS teachers must hold valid teaching credentials and that paraeducators should not serve as classroom teachers without them. HCCTS also acknowledges that, under prior practice, HCCTS relied on adult education credentials based on guidance previously received from outside agencies, but since that does not meet current expectations from CDE and CTC, they will take responsibility for correcting it.

The remedial measures outlined in the HCCS Response include the following actions beginning with the 2024–25 school year:

- HCCTS laid off teachers who did not hold the required credentials and re-staffed classes with appropriately credentialed teachers.
- *Credentialing Review*: Examined over 300 staff profiles and held 269 individual consultations with certificated staff to create personalized compliance pathways.
- *Support Systems*: Established a credentialing support team of staff and consultants; built a centralized credentialing database; and partnered with UMass Global to provide flexible, remote intern credential pathways, and are hiring mentor teachers.
- *Financial and Professional Support*: Adopted Board Policy 4112.3 to reimburse staff for exam fees and coursework; approved a K–12 Teacher Retention Incentive, and aligned hiring timelines with CTC testing windows and permit options.
- *Hiring Reforms*: Suspended instruction in July 2025 to allow time to re-staff with fully credentialed teachers before the school year, implemented structured hiring and rehire processes tied to credential readiness; and issued updated teacher agreements.
- *Governance Safeguards*: Adopted new board policies requiring all certificated staff to hold valid credentials at hire and renewal, mandating use of Frontline to track compliance, and prohibiting nepotism in hiring through Board Policy 4212.8.

HCCTS asserts that through these actions, it has corrected past practices and put in place systems that ensure all teachers moving forward will hold valid K–12 credentials, and committed to ongoing monitoring and support to keep HCCS fully compliant.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Actions Taken Sufficiently Addressed this Violation

HCCTS acknowledges responsibility for the past errors related to certificated teacher credential misassignments. HCCTS took action to correct the violation with significant staffing layoffs during the 2024-25 school year. The HCCS Response states that the Charter School agrees that all teachers must hold a valid teaching credential. The response included a list of steps that have already been taken.

The District's review of HCCTS' response, the evidence provided, and information collected through the annual oversight activities reflect clear and convincing evidence that HCCTS has changed staffing practices and reformed to comply with the law. The District staff have seen evidence that the HCCTS staff have become more knowledgeable about credentialing options to ensure compliance. HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing. Therefore, the District has

been determined that HCCS remedied this violation to the satisfaction of the District.

Violation of Law – Violation of WIOA Exclusive Partnership Agreement

1. District NOV Findings

During its 2024-25 oversight review, the District discovered that HCCTS had allowed individuals who were not enrolled students to participate in its Career Technical Education ("CTE") Truck Driving program. This practice violates the legal requirement that instruction be provided exclusively in partnership with Workforce Innovation and Opportunity Act ("WIOA") programs.

According to HCCTS, this practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through the 2024- 25 school year. The issue was previously raised during the 2018 FCMAT audit of HCCS. In a letter dated June 22, 2018, HCCTS asserted that Education Code sections 47612.l(a) and 47605.1 requires a charter school "provide instruction exclusively in partnership with WIOA," but does not require the charter school to "operate exclusively in partnership with" WIOA. While the District agrees with the interpretation of law as outlined by HCCTS in its letter dated June 22, 2018, the practice of providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff Office, and the Sacramento Police Department, violates this agreement. *(See NOV Exhibits E and H.)*

2. HCCS Response to NOV

In the HCCS Response HCCTS acknowledges that past practices in the Truck Driving program violated the requirements of its WIOA partnership agreement, which stipulates that instruction must be provided exclusively in partnership with WIOA programs. Specifically, HCCTS acknowledges that beginning in 2014, and with the support of prior leadership, non-students were allowed to participate in the program through informal arrangements with outside organizations. HCCTS assures that under current leadership, this practice has been ended and the following corrective steps have been taken to ensure compliance including and fully cure the issue:

- A formal investigation was completed by the Director of HR in 2024–25.
- Disciplinary action was taken against an employee.
- A stop notice was issued in December 2024 prohibiting non-student participation.
- Between December 2024 and January 2025, Highlands discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office.
- On January 6, 2025, Highlands officially ended all non-student participation across programs.
- The Truck Driving program was suspended and will remain paused until Highlands can ensure full compliance with WIOA requirements, its charter, and the MOU.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Actions Taken Insufficiently Addressed this Violation

The HCCS Response acknowledges that prior practices violated the requirements of WIOA, which

mandates that instruction be provided exclusively in partnership with WIOA programs. In the HCCS Response, HCCTS restated actions taken prior to the issuance of the NOV and asserted a commitment to correcting past errors and ensuring future compliance. However, the three (3) exhibits submitted were identical to those previously provided to the District and did not offer any new or substantive evidence to refute or remedy the violation.

Due to the absence of additional supporting documentation, the District finds that this violation remains unremedied. Furthermore, the District notes material inconsistencies between statements provided by the CTE Instructor and representations made in the HCCS Response. Accordingly, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

C. FISCAL MISMANAGEMENT

HCCS has failed to meet generally accepted accounting principles, and/or engaged in fiscal mismanagement as follows:

HCCS Engaged in Fiscal Mismanagement – San Diego Administrative Location

1. District NOV Findings

As approved by the HCCTS Board of Directors on or about August 4, 2022, HCCTS secured a site at 406 9th Avenue, Suite 310, San Diego, CA 92101 ("San Diego site"). HCCTS represents that the San Diego site is used for administrative purposes despite having no students in or near the area. However, public records show the location is marketed as luxury office condominiums, with Suite 310 (HCCTS' suite) advertised as having a "dedicated balcony with unparalleled view of Petco Park" and being the highest priced suite among the listed units for this address at the purchase price amount of $725,000.

This costly expenditure of a public funds on an administrative condominium located nowhere near HCCS student locations constitutes fiscal mismanagement of public funds. *(See NOV Exhibits F and H.)*

2. HCCS Response to NOV

In the Response HCCTS acknowledges that the decision to lease a condominium office in San Diego was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students, recognizes that this was poor judgment under prior leadership, and understands the District's concern that this constituted fiscal mismanagement.

HCCTS represents that it has since vacated the property and taken corrective steps to minimize the financial impact, including, engaged Newmark Realty on March 27, 2025, to sublease the space, revised the listing in June 2025, and remains prepared to accept any commercially reasonable offer. HCCTS expressed its committed to recouping as much value as possible and bringing this matter to resolution.

HCCTS also assures that moving forward, it has implemented stronger financial controls and multi-level approval processes to prevent similar errors and ensure that all facility and spending decisions are directly tied to student learning and educational service, reinforcing its commitment to fiscal responsibility, transparency, and compliance.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Actions Taken Insufficiently Addressed this Violation

The HCCS Response provides no evidence to support the assertion that the San Diego Site condominium has been vacated. While HCCTS has taken steps to minimize the financial impact, the lease remains active, and associated expenses continue. The District notes that considerable public funds were expended on a facility that has not been used to serve HCCTS students, and no evidence has been provided to demonstrate that these expenditures have been appropriately addressed, mitigated, or remedied. Although the District recognizes the actions taken to reduce ongoing costs, this violation remains unresolved. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

HCCS Engaged in Fiscal Mismanagement – Marysville 2 Location

1. District NOV Findings

The "Marysville 2" site at 1431 C Street, Marysville, CA ("Marysville 2"), was identified by HCCTS in both Exhibit B of the approved MOU Amendment No. 3 and a December 29, 2023, site list as a location for HCCS Career Technical Education (CTE) programs. However, during a site visit on March 4, 2024, the District's representative confirmed the site is not an instructional facility but a baseball field and no students were enrolled at the site. Further investigation by the District revealed HCCTS donated $25,000 for upgrades to the field, including $12,500 to sponsor the Marysville Drakes, a privately operated professional baseball team. This use of public funds for a private sports team raises serious concerns about misuse of educational resources.

The District issued a Notice of Concern and request for information on Mach 14, 2024 regarding the baseball field. HCCTS replied on April 5, 2024 stating that the donation was a "sponsorship" and that HCCTS received benefits which were intended to "attract new students". The District issued additional Notices of Concern/Requests for information on June 17, 2024, August 15, 2024, October 1, 2024, and February 19, 2025. HCCTS responded to these communications on July 23, 2024, September 25, 2024, January 14, 2025, and March 21, 2025. HCCTS' January 14, 2025, letters included a copy of a termination agreement between HCCTS and the City of Marysville.

Per a termination agreement HCCTS and the City of Marysville terminated the lease effective November 30, 2024. However, the termination agreement obligates HCCTS to continue paying$33,639.80 in lease payments annually through April 30, 2026. Additionally, HCCTS sold publicly funded equipment (valued at $52,494.34) to the City of Marysville for $1.00 as outlined in the November 30 termination agreement. While HCCTS potentially has the option per the termination agreement to have the equipment returned if HCCTS leases the Marysville 2 property in the future, the option is subject to agreement by the City. The ongoing lease payments, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use constitutes fiscal mismanagement. *(See NOV Exhibit G.)*

2. HCCS Response to NOV

In the HCCS Response HCCTS acknowledges that the decision to open and lease the Marysville 2 site

under prior leadership was unsound and did not reflect appropriate planning or stewardship of public resources.

HCCTS explains: "In November 2024, Highlands reached a termination agreement with the City of Marysville that ended the lease early (Exhibit AR). While Highlands remains obligated to make lease payments through April 2026, this arrangement resulted in a net savings of approximately $88,000 compared to the original lease terms. The transfer of equipment for $1 was part of the inducement necessary to secure this early termination and avoid further taxpayer losses (Exhibit AS and Exhibit AT)."

HCCTS represents that this matter has been resolved to the fullest extent possible given the circumstances created under prior leadership, given the inability of current administration to prevent or unwind past decisions. HCCT asserts that all it can do at this time is to mitigate losses and resolve the matter as prudently as possible but assures that its current administration is committed to ensuring that all future facility decisions are grounded in sound strategic planning, tied directly to student benefit, and compliant with the requirements of MOU Amendment No. 3.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Actions Taken Insufficiently Addressed this Violation

The lease for the Marysville 2 property remains active through April 30, 2026. Therefore, this violation continues to be ongoing and unresolved. Despite vacating the premises, HCCTS remains financially obligated under the terms of the lease agreement for the Marysville 2 site, resulting in the continued expenditure of public funds for a facility that has never been utilized to serve students.

The District finds that funds expended on this property including, but not limited to, lease payments, utilities, equipment purchases, and a sponsorship/donation, represent an inappropriate use of public. The ongoing financial obligations associated with the lease, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use, collectively demonstrate a pattern of fiscal mismanagement and a failure to exercise appropriate stewardship of public funds. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

V. CONCLUSION

The District Board has determined based on substantial evidence that HCCS has failed to refute to the District's satisfaction or remedy all the violations set forth in the NOV. Accordingly, the District Board hereby issues this **Notice of Intent to Revoke** to HCCTS as the governing body of HCCS.

PLEASE TAKE NOTICE that a public hearing regarding revocation of HCCS Charter will be held as follows:

Date:	**December 2, 2025**
Time:	**5:30 p.m.**
Location:	**Twin Rivers Unified School District** **5115 Dudley Blvd.** **McClellan Park, California**

The District Superintendent or designee shall send the Notice of Intent to Revoke to:

Highlands Community Charter and Technical Schools
Board of Directors
1333 Grand Ave.
Sacramento, CA 95838-3654

TwinRivers
UNIFIED SCHOOL DISTRICT

November 5, 2025

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

VIA E-MAIL

Jonathan Raymond, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
Jonathan.Raymod@hccts.org

Highlands Community Charter and Technical Schools Board of Directors:
Sharon Rocco - silvr01@yahoo.com
Mary DeChance - Mary.Dechance@hccts.org
Mike Reid - Mike.Reid@hccts.org

RE: Notice of Intent to Revoke – Highlands Community Charter School

Dear HCCTS Board of Directors and Mr. Raymond:

I am writing to notify you that the Twin Rivers Unified School District ("District") Board of Trustees ("Board") at its meeting on November 4, 2025, unanimously approved issuing the enclosed Notice of Intent to Revoke to the Highlands Community Charter School ("HCCS") pursuant to Education Code section 47607 and Title 5, section 11968.5.2, of the California Code of Regulations.

As specified in the Notice of Intent to Revoke, a public hearing will be held on December 2, 2025, regarding revocation of HCCS's Charter. Should you desire to present at the public hearing and will have presentation materials, please contact Sharilyn Warta, District (sharilyn.warta@trusd.net) by no later than November 17, 2025, to coordinate the submission.

Sincerely,

Steve Martinez, Ed. D
Superintendent

cc: Dave Gordan, Sacramento County Superintendent of Schools (dgordon@scoe.net)

Enclosure: Notice of Intent to Revoke (HCCS)

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

NOTICE OF INTENT TO REVOKE
Highlands Community Charter School

This Notice of Intent to Revoke will be issued upon approval by the Twin Rivers Unified School District Board of Trustees

November 4, 2025

I. BACKGROUND

The Twin Rivers Unified School District ("District") Board of Trustees ("Board") initially approved the petition for the establishment of Highlands Community Charter School ("HCCS" or "Charter School") in 2014 for a term running through June 30, 2019. On or about March 5, 2019, the Board conditionally approved the petition to renew HCCS' Charter for a five-year term from July 1, 2019, through June 30, 2024 ("Charter"). Pursuant to Education Code section 47607.4, HCCS' Charter was automatically extended through June 30, 2027, by operation of law.

On or about May 19, 2019, the District and HCCS entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding HCCS' program, operation, structure, and obligations. Subsequent amendments to the MOU approved by the Board extended its term through June 30, 2027. On or about January 23, 2024, the District and HCCS agreed to Amendment No. 3 of the MOU ("MOU Amendment No. 3") among other things, confirming the District's authorization of specified locations HCCS had established for charter school operations and makes other clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

MOU Amendment No. 3 provides in part:

> "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation." [1](Emphasis added.)

HCCS is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

Following multiple and varying requests for information and notices of concern over a twelve-month

[1] "Charter School" as used in the MOU Amendment No. 3 collectively refers to Highlands Community Charter and Technical Schools and Highlands Community Charter School.

period, the District determined that HCCTS either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS. As a result and since the District viewed HCCS' material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law as grounds for revocation, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process contained in the Education Code, which is the issuance of a Notice of Violation per Education Code section 47607(g) and Title 5, Cal. Code of Regulations, section 11968.5.2, and at its meeting on June 17, 2025, recommended to the Board that it issue a Notice of Violation to HCCS.

On June 17, 2025, the Board approved issuance of the recommended Notice of Violation ("NOV") to HCCS pursuant to Education Code section 47607. In the NOV, the District identified HCCS' violations and including all evidence relied upon by the District as Exhibits. The NOV also provided HCCS with a reasonable opportunity to respond to and/or remedy the violations by September 26, 2025. The NOV documented specific factual findings and provided evidence to support each of the legal grounds for revocation. *(See NOV and its Exhibits A-H.)*

On September 26, 2025, HCCTS timely submitted its response ("HCCS Response") to the NOV. However, the supporting evidence was not provided to the District until September 29, 2025. *(See HCCS Response dated 9/26/26 and Exhibits A-BB.)*

II. NOTICE OF INTENT TO REVOKE

District staff have evaluated the HCCS Response and all documentation produced by HCCS. After conducting a thorough, objective, and data-driven review, District staff determined that HCCS has sufficiently addressed one of the violations, but has failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, and violations of law. Consequently, District staff recommends that the Board issue this Notice of Intent to Revoke and notice of facts in support of revocation to HCCS ("NIR") pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations ("Section 11968.5.2").

Upon the Board's determination that HCCS failed to refute, take remedial action, or propose remedial action specific to each of the alleged violations of the Charter and law identified in the NOV, it will adopt and issue this NIR to HCCS via the HCCTS Board of Directors based on the grounds for revocation set forth below:

1. HCCS committed a material violation of the conditions, standards, or procedures set forth in the charter.

2. HCCS violated any law.

3. HCCS failed to meet generally accepted accounting principles, and/or engaged in fiscal mismanagement.

The findings below and substantial evidence in support of issuing the NIR to HCCS conform to the standards and procedures of Education Code section 47607 and Section 11968.5.2. This report provides the District Board with a summary of the violations identified in the NOV, HCCS' Response, and the District staff's analysis of HCCS Response, and findings.

III. LEGAL AUTHORITY

Per Education Code section 47607(f):

> A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:
>
> (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
> (2) Failed to meet or pursue any of the pupil outcomes identified in the charter.
> (3) Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.
> (4) Violated any law.

A chartering authority commences the revocation process with the issuance of a Notice of Violation that includes a reasonable opportunity to remedy the identified violations. (Ed. Code, § 47607(g).) Section 11968.5.2(c) outlines the obligations of a charter school governing body once a Notice of Violation is received:

> Upon receipt of a Notice of Violation, the charter school's governing body, as described in the school's charter, if it chooses to respond, shall take the following actions:
>
> (1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation; the written response shall be due by the end of the remedy period identified in the Notice of Violation; and
>
> (2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

Per Section 11968.5.2(d), after conclusion of the reasonable opportunity to remedy period specified in the NOV, the chartering authority:

> [S]shall evaluate the response of the charter school's governing body as described in the school's charter response to the Notice of Violation and any supporting evidence, if submitted, and shall take one of the following actions:

(1) If the chartering authority has substantial evidence that the charter school has failed to refute to the chartering authority's satisfaction, or remedy a violation identified in the Notice of Violation, continue revocation of the school's charter by issuing a Notice of Intent to Revoke to the charter school's governing body as described in the school's charter; or

(2) Discontinue revocation of the school's charter and provide timely written notice of such action to the charter school's governing body as described in the school's charter.[2]

On a date no later than 30 days after providing the NIR, the chartering authority shall hold a public hearing in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. (Ed. Code, § 47607(h); Section 11968.5.2(f).)

IV. NOTICE OF FACTS AND FINDINGS IN SUPPORT OF REVOCATION

The factual bases for issuance of this NIR are set forth below. The District incorporates all of the substantial evidence, including supporting documentation included in the NOV.

A. VIOLATIONS OF CHARTER

HCCS has committed the following material violations of the conditions, standards, or procedures set forth in the Charter and the MOU:

Violation of Charter – Grade Level Changes

1. District NOV Findings

Education Code section 47604(a)(4) provides in part: "After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels."

HCCS' Charter only authorizes the Charter School to provide instruction to students in grades 1, 2, and 12. However, HCCS has operated and received state apportionment for students enrolled in grades 9 and 10 without submitting a material revision request, in violation of its Charter and Education Code section 47605(a)(4).

By correspondence dated August 28, 2024, HCCTS sent a letter to the District stating that HCCS had added grade 9 and 10 through a non-material revision to its Charter based on the approval of District staff on October 29, 2020. The District sent an inquiry to HCCTS on September 30, 2025, requesting

[2] If the chartering authority does not act, as specified in Section 11968.5.2(d), within 60 calendar days of the conclusion of the remedy period specified in the NOV, the revocation process is terminated and the NOV is void.

evidence to support HCCTS' statement that the District has approved the change in grades through non-material revision. The District reviewed the documentation provided by HCCTS and with correspondence dated February 3, 2025, the District informed the Charter School that it failed to notify the District before changing the approved grade levels. *(See NOV Exhibits A and B.)*

2. HCCS Response to NOV

In the HCCS Response, HCCTS acknowledges that Education Code section 47605(a)(4) makes clear that a charter school seeking to expand operations to additional sites or grade levels must submit a material revision to its charter and notify its authorizer, and that HCCTS did not submit a material revision when grade levels were changed beginning in the 2020–21 school year. HCCTS expresses regrets that this process was not followed in the past, and assures the District that under new leadership, HCCTS is committed to full compliance, clear communication, and a constructive working relationship with the District to ensure that changes moving forward are properly authorized and transparent.

To address this violation, HCCTS has submitted a material revision request to the District. HCCTS indicates that the proposed material revision is intended to fully align HCCS' charter with current practice, CDE guidance, and District oversight, and this issue will be fully resolved once the District Board approves the submitted material revision. HCCTS indicates that if the Board does not approve the material revision, HCCTS will comply by returning to the grade levels specified in HCCS' existing approved Charter.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

The remedial plan provided by HCCS is the material revision request submitted to the District on October 10, 2025. The late submission of the material revision, after the conclusion of the remedy period has significantly delayed the District's ability to conduct a comprehensive review before a recommendation must be made regarding this violation. As a result of the late submission, the District cannot make a determination regarding the material revision until the District Board meeting in January 2026.

While HCCTS asserts that it will align grades with what is reflected in the HCCS Charter, the Charter School is currently serving students in grades 9th, 10th, and 12th. The HCCS Response failed to provide any evidence or information as to how the Charter School will transition to approved grades in order to ensure compliance with the current Charter or to add 11th grade (should the material revision be approved). The HCCS Response failed to provide any plans, timelines, or actions that will be taken in order to transition from the current structure to the approved grade levels.

Assertions by HCCTS without sufficient evidence that changes will be made to ensure compliance do not demonstrate that corrective actions have been implemented or that compliance will be achieved. Accordingly, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

Violation of Charter – Location Changes

1. **District NOV Findings**

On or about January 23, 2024, the District and HCCTS agreed to the MOU Amendment No. 3 which included a list of approved locations for HCCS' charter school operations. The MOU Amendment No. 3 includes the express requirement for HCCS to submit a written request to the District if the "Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers... " HCCS' enrollment reports submitted beginning with July 2024 through March 2025 reflect students enrolled at locations that are not reflected in the current MOU Amendment No. 3.

In addition, on October 3, 2024, October 17, 2024, and November 7, 2024, the HCCTS Board of Directors approved multiple locations for HCCS operations which are not included in the list of approved locations identified in MOU Amendment No. 3. The District has sent multiple communications regarding HCCTS' addition of locations without submitting a material revision request. In a Notice of Concern and Request for Information dated April 23, 2025, the District outlined specific steps that must be taken to address discrepancies and comply with MOU Amendment No. 3. To date, no material revision request has been submitted for these locations and HCCS continues to operate at these locations in violation of the MOU Amendment No. 3 and Education Code section 47605(a)(4). *(See NOV Exhibits A, C, and H.)*

Additionally, HCCTS failed to provide fully executed copies of lease agreements as requested in the District's April 23, 2025, Notice of Concern/Request for Information. As the chartering authority, the District is entitled to information and documentation regarding the Charter School's operations (Ed. Code, § 47604.3). The failure to timely provide such information interferes with the District's oversight obligations

2. **HCCS Response to NOV**

HCCTS acknowledges that the MOU Amendment No. 3 governs the approval and operation of HCCS facilities and makes clear that any new locations require District authorization through a material revision. HCCTS also acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU, and that this was a failure of compliance, that HCCTS accepts responsibility for non-compliance.

In the HCCS Response HCCTS assures the District that it has since taken corrective steps, and that moving forward, HCCTS will strictly comply with the requirement to submit a material revision for any facility location change, ensuring that the District is fully informed and that all operations are authorized.

To address this violation, HCCTS has submitted a material revision request to the District. HCCTS indicates this issue will be fully resolved once the District Board approves the submitted material revision. If the Board does not approve certain sites, HCCTS indicates that it will immediately limit operations to District-approved locations.

3. **District Analysis of HCCS Response and Findings**

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

The remedial plan provided by HCCS is the submission of the material revision request on October 10, 2025. The late submission of the material revision, after the conclusion of the remedy period has significantly delayed the District's ability to conduct a comprehensive review before a recommendation must be made regarding the violation related to locations. As a result of the late submission, the District cannot make a determination regarding the material revision until the District Board meeting in January 2026.

While HCCS asserts that its actions were not intentional, the District's review of the record demonstrates that HCCS knowingly and willfully disregarded multiple Notices of Concern and District communications by repeatedly voting to approve and subsequently occupying new locations despite its receipt of directives and warnings from the District to the contrary.

Despite the assertion that HCCS will align its locations with the Charter, the Charter School is currently operating at locations that have not been approved by the District. In the HCCS Response, the Charter School has failed to provide any details regarding how the leases will be terminated for the locations or the corrective actions that will be taken to ensure continued compliance.

The HCCS Response failed to provide fully executed copies of lease agreements as requested in the District's April 23, 2025, Notice of Concern/Request for Information. The HCCS Response primarily consists of statements asserting that changes will be made after the District Board of Trustees makes a determination regarding the material revision. However, such assertions, without substantive evidence demonstrating actional plans for implementation or corrective action at the operational level, are insufficient to establish compliance or remedy the identified violations. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

B. VIOLATIONS OF LAW

HCCS has committed the following violations of law:

Violation of Law – Failure to Submit Annual Independent Audit Report

1. District NOV Findings

Education Code section 47064.33(a) requires that all charter schools file certain periodic financial reports, including annual audits. Likewise, section 47064.33(b) recognizes the importance for the charting authority to rely on these and any other financial reports in carrying out its oversight duties and "monitoring the fiscal condition of [a] charter school." (Ed. Code, § 47064.33(b).) Additionally, Education Code section 47605(m) requires charter schools to, "...transmit a copy of its annual, independent financial audit report for the preceding fiscal year...to its chartering authority...by December 15 of each year." HCCTS requested an extension to the December 15, 2024, deadline for submitting its 2023-24 audit report. The District granted an extension until January 15, 2025, but HCCTS failed to meet this deadline.

On March 19, 2025, the District sent a Request for Information requiring HCCTS to submit the annual

independent financial audit report no later than March 31, 2025. When HCCTS failed to comply, the District sent a Notice of Concern to HCCTS dated April 7, 2025 and outlined a requirement for HCCTS to submit the annual report by April 18, 2025. A subsequent Notice of Concern was sent to HCCTS on April 24, 2025 requiring HCCTS to submit the report by May 5, 2025. To date HCCTS' audit report has not been submitted to the District. *(See NOV Exhibits D and H.)*

HCCS is in violation of Education Code sections 47604.33 and 47605, and its own Charter, for failing to complete and submit its 2023-24 annual independent audit report to the District. HCCS' failure to provide its annual audit report for 2023-24, hinders the District's ability to properly carry out its duties as charter authorizer to oversee the Charter School's operations and monitor its fiscal condition.

2. HCCS Response to NOV

HCCTS acknowledges that Education Code sections 47604.33 and 47605, as well as the HCCTS charter, require timely completion and submission of an annual independent audit report, and that the 2023–24 audit has not yet been submitted to the District and that multiple deadlines were missed. However, HCCTS asserts that the delay regarding the final audit report is outside its control and it has consistently provided documentation requested by the auditor Eide Bailly and followed up on promised delivery timelines as demonstrated in Exhibit J of its Response which details an extensive list of document requests fulfilled by HCCTS staff; and even though HCCTS and its legal counsel has formally demanded its completion and continue to press for immediate resolution, the final audit has not been received from Eide Bailly. HCCTS assures that it will provide the District with the completed audit report immediately upon its release by Eide Bailly.

HCCTS further assures that moving forward, it will ensure timely completion of audits by: "Holding vendors accountable through stricter contracts and oversight" and "Engaging with TRUSD earlier in the process to provide status updates and transparency."

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

While HCCTS asserts that its independent auditor Eide Bailly has not indicated any significant findings in the draft report for 2023-24, the District has identified additional violations of law that will need to be reviewed upon completion of the final audit report and will be addressed with HCCTS through the oversight process.

Exhibit H of the HCCS Response is a letter from HCCTS' legal counsel to the audit firm of Eide Bailly, LLP. In this letter, HCCTS' legal counsel acknowledges that "Highlands cannot cure the District's Notice of Violation without the audit report".

The District does not concur with HCCS's position that the audit report delay is due solely to factors outside the Charter School's control. Although HCCS attributes the delay, in part to technical errors and testing requirements arising from the California State Auditor's review, the State Auditor's report revealed multiple findings directly attributable to HCCS' own governance and management practices. The District finds that the delay is a direct and foreseeable consequence of internal failures in governance, fiscal oversight, and academic accountability. The District agrees with the statement made by HCCTS' legal counsel in Exhibit H of the HCCS Response which noted that this violation cannot be

cured without the final audit report. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

Violation of Law – Failure to Track Minimum Instructional Minutes

1. **District NOV Findings**

Education Code 47612.5(e)(l) states: "For purposes of calculating average daily attendance for classroom-based instruction apportionments, at least 80 percent of the instructional time offered by the charter school shall be at the schoolsite, and the charter school shall require the attendance of all pupils for whom a classroom-based apportionment is claimed at the schoolsite for at least 80 percent of the minimum instructional time required... "

HCCS' average class sizes have far exceeded classroom capacity with averages as high as 227 students. As a result, and as observed by District representatives during site visits and noted as part of the 2024-25 Attendance Audit conducted by CFE Consultant Dennis Snelling, HCCS students were observed arriving and leaving continuously without intending to stay for instruction. It was also observed that students were routinely sent home with packets or instructed to attend only part of the instructional day due to limited classroom capacity. The District believes that these practices resulted in students receiving significantly less than 80% in- person instruction and demonstrates that the HCCS did not require attendance of all pupils. The District authorized 2024-25 Attendance Audit also noted that attendance records were discarded, thereby removing any documented evidence of student attendance, which is necessary to verify the accuracy of enrollment reported for ADA. The above demonstrates HCCS' violation of the law. *(See NOV Exhibit E.)*

2. **HCCS Response to NOV**

In the HCCS Response HCCTS outlines corrective actions it has taken to improve in the areas of attendance tracking and enforcement, including improved attendance policies, re-engagement strategies, and employee training to ensure students are re-engaged when there are attendance concerns, which HCCTS asserts fully cures any outstanding concern that the District could have relating to attendance going forward. HCCTS also explains that it has taken all steps necessary to pursue its appeals of apportionment findings with regard to the state audit period where it believes that it met all legal requirements. In conclusion, HCCTS represents that there is nothing more that it can do with regard to the audit appeals until such time as a decision is made by the Education Audit Appeals Panel ("EAAP").

3. **District Analysis of HCCS Response and Findings**

Staff Finding(s): Remedial Action Plan Insufficiently Addresses this Violation

While the HCCS Response references a pending decision from the Education Audit Appeal Panel regarding the State Auditor's Report, the District notes that the NOV neither cited nor relied upon any findings from the Auditor's Report. As outlined in the NOV, the District's conclusions were based on direct observations made during site visits and corroborating evidence identified in the District-commissioned Attendance Audit finalized in January 2025.

In Exhibit AI of the HCCS Response, HCCS included a student calendar for the 2025-26 school year. Many of the teacher work days and student minimum days were missing from the calendar. On October

8, 2025 the District sought clarification regarding the discrepancies. HCCTS apologized for the confusion and provided a second calendar, stating that the updated version was correct. A subsequent communication from HCCTS on October 13, 2025 provided a third calendar. HCCTS indicated that they had made another error and they were intending to bring the most recent (October 13) calendar to the HCCTS Board the following week. To-date, HCCTS has not provided the District with the final, HCCTS Board approved student calendar.

The HCCS Response indicates that the Charter School is partially relying on the decision made by the Education Audit Appeal Panel to fully cure and/or remedy this violation. Therefore, the District cannot make the determination that this violation has been remedied or cured without the final determination regarding the EAAP appeal.

Although the District acknowledges the level of detail in HCCS's Response and the reported efforts to increase student engagement, the core issue remains unresolved: students cannot be required to attend at least 80% of the time when classroom capacity does not accommodate all students listed on a teacher's roster. The HCCS Response failed to include documentation verifying classroom capacity, student-to-teacher ratios, or teacher rosters/records necessary to confirm that enrollment does not exceed facility limitations.

The NOV further cited observations of students being sent home with packets and others arriving and leaving intermittently without remaining for instruction. HCCS provided no evidence that these practices have been corrected, communicated to staff, or are being actively monitored for compliance. The District finds that the submission of revised Board Policies, absent corresponding evidence of implementation or oversight, is insufficient to demonstrate that corrective actions have occurred. Accordingly, HCCS's assertions remain unsupported by verifiable evidence. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

Violation of Law – Credential Misassignments

1. **District NOV Findings**

Education Code section 47605(1) provides in part: "Teachers in charter schools shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority."

HCCS has provided instruction to its students using teachers who do not hold the appropriate credential as required by the Education Code. In correspondence dated March 17, 2025, HCCTS represented that Nancy Mora, Credentials Technician from San Diego County Office of Education ("SDCOE"), provided them with a recommendation that the Adult Education Credentials would be the appropriate credential for HCCTS teachers of record in a general education K-12 assignment. The District inquired with the California Commission on Teacher Credentialing ("CTC") and in correspondence dated March 11, 2025, received clarification confirming that the SDCOE's interpretation was incorrect: "While the credential was not designed only for providing instruction in an adult setting like the Designated Subjects Adult Education teaching credential, both the Multiple Subject and Single Subject teaching credentials authorize teaching in classes for adults in the respective classroom settings... " HCCTS failed to seek guidance from the CTC regarding credential requirements, but instead relied on faulty information from

the Ms. Mora resulting in disallowed ADA. *(NOV Exhibit E.)*

2. HCCS Response to NOV

In the HCCS Response HCCTS acknowledges that all HCCS teachers must hold valid teaching credentials and that paraeducators should not serve as classroom teachers without them. HCCTS also acknowledges that, under prior practice, HCCTS relied on adult education credentials based on guidance previously received from outside agencies, but since that does not meet current expectations from CDE and CTC, they will take responsibility for correcting it.

The remedial measures outlined in the HCCS Response include the following actions beginning with the 2024–25 school year:

- HCCTS laid off teachers who did not hold the required credentials and re-staffed classes with appropriately credentialed teachers.
- *Credentialing Review*: Examined over 300 staff profiles and held 269 individual consultations with certificated staff to create personalized compliance pathways.
- *Support Systems*: Established a credentialing support team of staff and consultants; built a centralized credentialing database; and partnered with UMass Global to provide flexible, remote intern credential pathways, and are hiring mentor teachers.
- *Financial and Professional Support*: Adopted Board Policy 4112.3 to reimburse staff for exam fees and coursework; approved a K–12 Teacher Retention Incentive, and aligned hiring timelines with CTC testing windows and permit options.
- *Hiring Reforms*: Suspended instruction in July 2025 to allow time to re-staff with fully credentialed teachers before the school year, implemented structured hiring and rehire processes tied to credential readiness; and issued updated teacher agreements.
- *Governance Safeguards*: Adopted new board policies requiring all certificated staff to hold valid credentials at hire and renewal, mandating use of Frontline to track compliance, and prohibiting nepotism in hiring through Board Policy 4212.8.

HCCTS asserts that through these actions, it has corrected past practices and put in place systems that ensure all teachers moving forward will hold valid K–12 credentials, and committed to ongoing monitoring and support to keep HCCS fully compliant.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Actions Taken Sufficiently Addressed this Violation

HCCTS acknowledges responsibility for the past errors related to certificated teacher credential misassignments. HCCTS took action to correct the violation with significant staffing layoffs during the 2024-25 school year. The HCCS Response states that the Charter School agrees that all teachers must hold a valid teaching credential. The response included a list of steps that have already been taken.

The District's review of HCCTS' response, the evidence provided, and information collected through the annual oversight activities reflect clear and convincing evidence that HCCTS has changed staffing practices and reformed to comply with the law. The District staff have seen evidence that the HCCTS staff have become more knowledgeable about credentialing options to ensure compliance. HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing. Therefore, the District has

been determined that HCCS remedied this violation to the satisfaction of the District.

Violation of Law – Violation of WIOA Exclusive Partnership Agreement

1. District NOV Findings

During its 2024-25 oversight review, the District discovered that HCCTS had allowed individuals who were not enrolled students to participate in its Career Technical Education ("CTE") Truck Driving program. This practice violates the legal requirement that instruction be provided exclusively in partnership with Workforce Innovation and Opportunity Act ("WIOA") programs.

According to HCCTS, this practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through the 2024- 25 school year. The issue was previously raised during the 2018 FCMAT audit of HCCS. In a letter dated June 22, 2018, HCCTS asserted that Education Code sections 47612.l(a) and 47605.1 requires a charter school "provide instruction exclusively in partnership with WIOA," but does not require the charter school to "operate exclusively in partnership with" WIOA. While the District agrees with the interpretation of law as outlined by HCCTS in its letter dated June 22, 2018, the practice of providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff Office, and the Sacramento Police Department, violates this agreement. *(See NOV Exhibits E and H.)*

2. HCCS Response to NOV

In the HCCS Response HCCTS acknowledges that past practices in the Truck Driving program violated the requirements of its WIOA partnership agreement, which stipulates that instruction must be provided exclusively in partnership with WIOA programs. Specifically, HCCTS acknowledges that beginning in 2014, and with the support of prior leadership, non-students were allowed to participate in the program through informal arrangements with outside organizations. HCCTS assures that under current leadership, this practice has been ended and the following corrective steps have been taken to ensure compliance including and fully cure the issue:

- A formal investigation was completed by the Director of HR in 2024–25.
- Disciplinary action was taken against an employee.
- A stop notice was issued in December 2024 prohibiting non-student participation.
- Between December 2024 and January 2025, Highlands discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office.
- On January 6, 2025, Highlands officially ended all non-student participation across programs.
- The Truck Driving program was suspended and will remain paused until Highlands can ensure full compliance with WIOA requirements, its charter, and the MOU.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Actions Taken Insufficiently Addressed this Violation

The HCCS Response acknowledges that prior practices violated the requirements of WIOA, which

mandates that instruction be provided exclusively in partnership with WIOA programs. In the HCCS Response, HCCTS restated actions taken prior to the issuance of the NOV and asserted a commitment to correcting past errors and ensuring future compliance. However, the three (3) exhibits submitted were identical to those previously provided to the District and did not offer any new or substantive evidence to refute or remedy the violation.

Due to the absence of additional supporting documentation, the District finds that this violation remains unremedied. Furthermore, the District notes material inconsistencies between statements provided by the CTE Instructor and representations made in the HCCS Response. Accordingly, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

C. FISCAL MISMANAGEMENT

HCCS has failed to meet generally accepted accounting principles, and/or engaged in fiscal mismanagement as follows:

HCCS Engaged in Fiscal Mismanagement – San Diego Administrative Location

1. District NOV Findings

As approved by the HCCTS Board of Directors on or about August 4, 2022, HCCTS secured a site at 406 9th Avenue, Suite 310, San Diego, CA 92101 ("San Diego site"). HCCTS represents that the San Diego site is used for administrative purposes despite having no students in or near the area. However, public records show the location is marketed as luxury office condominiums, with Suite 310 (HCCTS' suite) advertised as having a "dedicated balcony with unparalleled view of Petco Park" and being the highest priced suite among the listed units for this address at the purchase price amount of $725,000.

This costly expenditure of a public funds on an administrative condominium located nowhere near HCCS student locations constitutes fiscal mismanagement of public funds. *(See NOV Exhibits F and H.)*

2. HCCS Response to NOV

In the Response HCCTS acknowledges that the decision to lease a condominium office in San Diego was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students, recognizes that this was poor judgment under prior leadership, and understands the District's concern that this constituted fiscal mismanagement.

HCCTS represents that it has since vacated the property and taken corrective steps to minimize the financial impact, including, engaged Newmark Realty on March 27, 2025, to sublease the space, revised the listing in June 2025, and remains prepared to accept any commercially reasonable offer. HCCTS expressed its committed to recouping as much value as possible and bringing this matter to resolution.

HCCTS also assures that moving forward, it has implemented stronger financial controls and multi-level approval processes to prevent similar errors and ensure that all facility and spending decisions are directly tied to student learning and educational service, reinforcing its commitment to fiscal responsibility, transparency, and compliance.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Actions Taken Insufficiently Addressed this Violation

The HCCS Response provides no evidence to support the assertion that the San Diego Site condominium has been vacated. While HCCTS has taken steps to minimize the financial impact, the lease remains active, and associated expenses continue. The District notes that considerable public funds were expended on a facility that has not been used to serve HCCTS students, and no evidence has been provided to demonstrate that these expenditures have been appropriately addressed, mitigated, or remedied. Although the District recognizes the actions taken to reduce ongoing costs, this violation remains unresolved. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

HCCS Engaged in Fiscal Mismanagement – Marysville 2 Location

1. District NOV Findings

The "Marysville 2" site at 1431 C Street, Marysville, CA ("Marysville 2"), was identified by HCCTS in both Exhibit B of the approved MOU Amendment No. 3 and a December 29, 2023, site list as a location for HCCS Career Technical Education (CTE) programs. However, during a site visit on March 4, 2024, the District's representative confirmed the site is not an instructional facility but a baseball field and no students were enrolled at the site. Further investigation by the District revealed HCCTS donated $25,000 for upgrades to the field, including $12,500 to sponsor the Marysville Drakes, a privately operated professional baseball team. This use of public funds for a private sports team raises serious concerns about misuse of educational resources.

The District issued a Notice of Concern and request for information on Mach 14, 2024 regarding the baseball field. HCCTS replied on April 5, 2024 stating that the donation was a "sponsorship" and that HCCTS received benefits which were intended to "attract new students". The District issued additional Notices of Concern/Requests for information on June 17, 2024, August 15, 2024, October 1, 2024, and February 19, 2025. HCCTS responded to these communications on July 23, 2024, September 25, 2024, January 14, 2025, and March 21, 2025. HCCTS' January 14, 2025, letters included a copy of a termination agreement between HCCTS and the City of Marysville.

Per a termination agreement HCCTS and the City of Marysville terminated the lease effective November 30, 2024. However, the termination agreement obligates HCCTS to continue paying$33,639.80 in lease payments annually through April 30, 2026. Additionally, HCCTS sold publicly funded equipment (valued at $52,494.34) to the City of Marysville for $1.00 as outlined in the November 30 termination agreement. While HCCTS potentially has the option per the termination agreement to have the equipment returned if HCCTS leases the Marysville 2 property in the future, the option is subject to agreement by the City. The ongoing lease payments, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use constitutes fiscal mismanagement. *(See NOV Exhibit G.)*

2. HCCS Response to NOV

In the HCCS Response HCCTS acknowledges that the decision to open and lease the Marysville 2 site

under prior leadership was unsound and did not reflect appropriate planning or stewardship of public resources.

HCCTS explains: "In November 2024, Highlands reached a termination agreement with the City of Marysville that ended the lease early (Exhibit AR). While Highlands remains obligated to make lease payments through April 2026, this arrangement resulted in a net savings of approximately $88,000 compared to the original lease terms. The transfer of equipment for $1 was part of the inducement necessary to secure this early termination and avoid further taxpayer losses (Exhibit AS and Exhibit AT)."

HCCTS represents that this matter has been resolved to the fullest extent possible given the circumstances created under prior leadership, given the inability of current administration to prevent or unwind past decisions. HCCT asserts that all it can do at this time is to mitigate losses and resolve the matter as prudently as possible but assures that its current administration is committed to ensuring that all future facility decisions are grounded in sound strategic planning, tied directly to student benefit, and compliant with the requirements of MOU Amendment No. 3.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Actions Taken Insufficiently Addressed this Violation

The lease for the Marysville 2 property remains active through April 30, 2026. Therefore, this violation continues to be ongoing and unresolved. Despite vacating the premises, HCCTS remains financially obligated under the terms of the lease agreement for the Marysville 2 site, resulting in the continued expenditure of public funds for a facility that has never been utilized to serve students.

The District finds that funds expended on this property including, but not limited to, lease payments, utilities, equipment purchases, and a sponsorship/donation, represent an inappropriate use of public. The ongoing financial obligations associated with the lease, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use, collectively demonstrate a pattern of fiscal mismanagement and a failure to exercise appropriate stewardship of public funds. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

V. CONCLUSION

The District Board has determined based on substantial evidence that HCCS has failed to refute to the District's satisfaction or remedy all the violations set forth in the NOV. Accordingly, the District Board hereby issues this **Notice of Intent to Revoke** to HCCTS as the governing body of HCCS.

PLEASE TAKE NOTICE that a public hearing regarding revocation of HCCS Charter will be held as follows:

Date:	**December 2, 2025**
Time:	**5:30 p.m.**
Location:	**Twin Rivers Unified School District** **5115 Dudley Blvd.** **McClellan Park, California**

The District Superintendent or designee shall send the Notice of Intent to Revoke to:

Highlands Community Charter and Technical Schools
Board of Directors
1333 Grand Ave.
Sacramento, CA 95838-3654

Board of Trustees

Christine Jefferson
President

Rebecca Sandoval
Vice President

Sascha Vogt
Clerk

Michael Baker
Member

Stacey E. Bastian
Member

Basim Elkarra
Member

Sharon Reichelt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

January 30, 2026

Via Email and First-Class Mail

Board of Directors
Highlands Community Charter and Technical Schools (HCCTS)
c/o Jonathan Raymond, Executive Director
1333 Grand Ave.
Sacramento, CA 95838
jonathan.raymond@hccts.org

RE: Final Decision to Revoke - Highlands Community Charter School

Dear HCCTS Board of Directors and Mr. Raymond:

The Twin Rivers Unified School District ("District") Board of Trustees ("Board") approved issuance of a Final Decision to Revoke the Charter of **Highlands Community Charter School** at its special meeting on January 30, 2026. A copy of the Board Resolution approving issuance of the Final Decision is enclosed.

Sincerely,

Steve Martinez, Ed.D
Superintendent
Twin Rivers Unified School District

Enclosure: Resolution No. 1613

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 •

McClellan Park, California

RESOLUTION NO. 1613

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
Approving Issuance of a Final Decision to Revoke the Charter of
Highlands Community Charter School**

WHEREAS, the Twin Rivers Unified School District ("District") initially approved the petition for the establishment of Highlands Community Charter School ("HCCS") charter school on June 25, 2019, for a five-year term running through June 30, 2024, and per Education Code section 47607.4, HCCS's Charter was automatically extended by operation of law through June 30, 2027. HCCS is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS") and its Board of Directors;

WHEREAS, the District and HCCS entered into a Memorandum of Understanding ("MOU") on or about February 25, 2020, to document the arrangement and agreement between the parties regarding HCCS's program, operation, structure, and obligations. Subsequent amendments to the MOU extended its term through June 30, 2027, and made clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight;

WHEREAS, as the charter authorizer of HCCS, the District is responsible for overseeing HCCS under Education Code 47604.32. This oversight responsibility includes monitoring whether HCCS is operating in compliance with the conditions, standards, or procedures set forth in its Charter and MOU, meeting or pursuing the pupil outcomes identified in its Charter, failing to meet generally accepted accounting principles, or engaging in fiscal mismanagement, and complying with the law (Education Code section 47607(f));

WHEREAS, as a result of HCCS's failure to remedy several areas of concern despite its receipt of multiple information requests and notices of concern from the District, and/or its failure to implement viable remedial plans to address these concerns, and since the District concluded that grounds for revocation existed, including material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process with the issuance of a Notice of Violation per Education Code section 47607 and Title 5, Cal. Code of Regulations, section 11968.5.2 ("Section 11968.5.2");

WHEREAS, on June 17, 2025, the Board unanimously approved issuance of a Notice of Violation ("NOV") to HCCS pursuant to Education Code section 47607 based on findings that HCCS materially violated the conditions, standards, and procedures of its Charter, failed to meet generally accepted accounting principles or engaged in fiscal mismanagement, and violated the law;

WHEREAS, the NOV also provided HCCS with a reasonable opportunity to respond to and/or remedy the violations by September 26, 2025, and placed HCCS on notice that if the violations were not addressed, the District may pursue further steps towards revocation of the Charter;

WHEREAS, at the conclusion of the remedy period, on September 26, 2025, HCCS provided its response to the NOV, however, the supporting evidence was not provided to the District until September 29, 2025;

WHEREAS, District staff evaluated the response from HCCS and all documentation produced with the response, and after conducting a thorough, objective, and data-driven review, District Staff determined that HCCS failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and that significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, fiscal mismanagement, and violations of law;

WHEREAS, based upon the substantial evidence demonstrating HCCS's failure to refute and/or remedy multiple violations identified in the NOV, District staff recommended that the Board approve issuance of the a Notice of Intent to Revoke and notice of facts in support of revocation ("Notice of Intent to Revoke") to HCCS pursuant to Education Code section 47607 and Section 11968.5.2, and the Board approved issuance of a Notice of Intent to Revoke at its meeting on November 4, 2025, supported by substantial evidence presented therewith, and further scheduled a public hearing on the issue of whether substantial evidence existed to revoke the Charter;

WHEREAS, on December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607, and took testimony from HCCS representatives and the public on the issue of whether substantial evidence existed to revoke HCCS's Charter based on the facts and conclusions in the Notice of Intent to Revoke;

WHEREAS, during a special Board meeting on January 27, 2026, District Staff presented their analysis of the measures taken by HCCTS to refute and/or remedy the violations identified in the Notice of Revocation. While the Board thoughtfully considered Staff's analysis and recommendation regarding revocation, it ultimately did not accept Staff's recommendation and no action was effectively taken regarding HCCS's revocation; and

WHEREAS, the Board has convened on January 30, 2026, to consider whether to approve the issuance of a Final Decision to Revoke the Charter of HCCS.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.

2. In support of its Final Decision to Revoke HCCS's Charter, the Board adopts the facts and findings contained in the Notice of Intent to Revoke and its exhibits, as initially set forth in the NOV, and as stated herein, as its written factual findings, supported by substantial evidence

specific to HCCS, and incorporates such findings into this Resolution as though set forth fully herein; and in support of its decision to issue a Final Decision to Revoke HCCS's Charter, the Board further finds that:

(A) Substantial evidence demonstrates that the violations initially identified in the NOV, and demonstrated in the Notice of Intent to Revoke and exhibits thereto, and as further stated herein, have in fact occurred;

(B) HCCS failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV;

(C) The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by HCCS, and attempts at further corrective actions taken by HCCS, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.

3. The Board hereby approves issuance of a Final Decision to Revoke the Charter of Highlands Community Charter School revoking HCCS's Charter effectively immediately. The Superintendent or designee is hereby authorized and directed to notify the Sacramento County Board of Education and California Department of Education regarding the revocation approval and to take any such other actions needed to effectuate the purpose of this Resolution.

PASSED and ADOPTED by the Board of Trustees of the Twin Rivers Unified School District on the 30th day of January 2026 by the following vote.

AYES: 7
NOES: 0
ABSTAIN: 0
ABSENT: 0

ATTEST:

Christine Jefferson, President
Twin Rivers Board of Trustees

Sascha Vogt, Clerk
Twin Rivers Board of Trustees

Regular and Virtual School Board Meeting
06/17/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

M. 3. PRESENT and APPROVE the Issuance of Notice of Violation to Highlands Community Charter School

Quick Summary / Abstract

The Twin Rivers Unified School District (District) initially approved the petition for the establishment of Highlands Community Charter School (HCCS) in 2014 for a term running through June 30, 2019. On March 5, 2019, the District conditionally approved the renewal of HCCS' Charter for a five-year term commencing July 1, 2019, and running through June 30, 2024. Under Education Code section 47607.4, HCCS' Charter was automatically extended through June 30, 2027, by operation of law. HCCS is operated and governed independently by Highlands Community Charter and Technical Schools (HCCTS) and its Board of Directors. The District and HCCS entered into a Memorandum of Understanding (MOU) on or about May 19, 2019, to document the arrangement and agreement between the parties regarding HCCS' program, operation, structure, and obligations. Subsequent amendments to the MOU extended its term through June 30, 2027, and made clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

As the charter authorizer of HCCS, the District is responsible for overseeing HCCS under Education Code 47604.32. This oversight responsibility includes monitoring whether HCCS is operating in compliance with the conditions, standards, or procedures set forth in its Charter and MOU, meeting or pursuing the pupil outcomes identified in its charter, failing to meet generally accepted accounting principles, or engaging in fiscal mismanagement, and complying with the law. (Education Code 47607(f)).

While the District acknowledges HCCTS' responsiveness to various requests for information and notices of concern in other areas regarding HCCS over the past twelve months, HCCTS has either not remedied multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District, or has not yet implemented viable plans to address these issues.

As a result, and since the District views HCCS' material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law as grounds for revocation, the District has determined that the point has been reached where it is necessary to initiate the first step in the formal revocation process contained in the Education Code, which is the issuance of a Notice of Violation per Education Code section 47607(g) and Title 5, Cal. Code of Regulations, section 11968.5.2.

The Notice of Violation calls for remediation of the matters identified in the Notice of Violation by no later than September 26, 2025. If these violations are not addressed, the District may pursue further steps towards revocation of the Charter.

The Superintendent recommends approval of the Issuance of Notice of Violation to Highlands Community Charter School. Contact person: Ryan DiGiulio, Chief Business Official,

ryan.digiulio@trusd.net, (916) 566-1600 ext. 31203.

Rationale

The Twin Rivers Unified School District (District) initially approved the petition for the establishment of Highlands Community Charter School (HCCS) in 2014 for a term running through June 30, 2019. On March 5, 2019, the District conditionally approved the renewal of HCCS' Charter for a five-year term commencing July 1, 2019, and running through June 30, 2024. Under Education Code section 47607.4, HCCS' Charter was automatically extended through June 30, 2027, by operation of law. HCCS is operated and governed independently by Highlands Community Charter and Technical Schools (HCCTS) and its Board of Directors. The District and HCCS entered into a Memorandum of Understanding (MOU) on or about May 19, 2019, to document the arrangement and agreement between the parties regarding HCCS' program, operation, structure, and obligations. Subsequent amendments to the MOU extended its term through June 30, 2027, and made clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

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The Superintendent recommends approval of the Issuance of Notice of Violation to Highlands Community Charter School. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916) 566-1600 ext. 31203.

Regular and Virtual School Board Meeting
06/17/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

Supporting Documents

- 2025.06.12.Ltr.HCCS Notice of Violation
- 2025.06.17.HCCS Notice of Violation Staff Report
- HCCS NOV Exhibits A-H

Created on 6/10/2025 at 9:31 AM PT by Sharilyn Warta
Last Modified on 6/12/2025 at 2:11 PM PT by Lala Perez



Notice of Violation
Highlands Community Charter School

Presented by:

Ryan DiGiulio, Chief Business Official
William Schuetz, Attorney at Law, Dannis Woliver Kelley

TwinRivers UNIFIED SCHOOL DISTRICT

June 17, 2025

HCCS Background

- **Initial Petition Approved:** 2014
- **Petition was Conditionally Renewed:** March 5, 2019
- **Petition was Automatically** Extended**:** Three (3) Additional Years by Operation of Law
- **Petition Expiration Date:** June 30, 2027
- HCCS is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

Charter School Revocation Process

A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:

Violations of the Charter	Pupil Outcomes	Accounting Principles or Fiscal Mismanagement	Violation of Law
Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.	Failed to meet or pursue any of the pupil outcomes identified in the charter.	Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.	Violated of any law.

Ed Code, § 47607(f)

Notice of Violation Starts Revocation Process

- Must be delivered to the charter school 72 hours before the board meeting at which a chartering authority will consider issuing a Notice of Violation.
- If the authorizer's governing board approves issuance of Notice of Violation, it shall be delivered to the charter school governing board.
- Must specifically identify the violations serving as grounds for Notice of Violation and provide the charter school with all evidence relied upon to find charter in violation.
- Must identify a reasonable period of time for charter school to remedy or refute the identified violations.

HCCS Notice of Violation Grounds

Violations of the Charter	Accounting Principles or Fiscal Mismanagement	Violation of Law
Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.	Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.	Violated law.

Ed Code, § 47607(f)

Violations of the Charter

- **Grade Level Changes:** HCCS' charter authorizes instruction to students in grades 1, 2, and 12. HCCS failed to submit a material revision request and/or notify the District before changing grade levels.

- **Location Changes:** HCCS is operating at locations that were not included in MOU Amendment No. 3. To date, no material revision request has been submitted.

Violations of Law

- **2023-24 Independent Audit Report:** HCCS failed to submit the audit report by December 15, 2024 as required by law. HCCS has missed multiple subsequent deadlines.

- **Credential Misassignments:** HCCS teachers have provided instruction without holding the appropriate credential as required by the Education Code.

Violations of Law Continued

- **Failure to Track and Meet Minimum Instructional Minutes:**
  - HCCS has not met Education Code 47612.5(e)(1) requirements requiring at least 80% of instructional time to be offered at the school site and that the charter school require attendance.
  - Class size averages have far exceeded classroom capacity
  - Students arrive and depart continuously without intending to stay
  - Prior to the 2023-24 school-year, attendance records were discarded, so there is no documented evidence of student attendance.

- **Violation Exclusive Partnership Agreement**
  - HCCS allowed non-students to participate in the Career Technical Education Truck Driving Program, violating the exclusive partnership agreement with Workforce Innovative Opportunity Active (WIOA)

Fiscal Mismanagement

- **San Diego Administrative Location**
  - HCCTS secured an administrative suite at 406 9th Avenue, San Diego, CA 92101 despite having no students in or near the area.
  - Public records show the location is marketed as luxury office condominiums, with HCCTS' suite advertised as having a "dedicated balcony with unparalleled views of Petco Park".
  - The highest priced suite among the listed units for this address at the amount of $725,000.

Fiscal Mismanagement Continued

- **Marysville 2 Location**
  - The "Marysville 2" site at 1431 C Street, Marysville, CA, is not an instructional facility but a baseball field and no students were enrolled at the site.
  - Investigation revealed HCCTS donated $25,000 for upgrades to the field, including $12,500 to sponsor the Marysville Drakes, a privately operated professional baseball team.
  - HCCTS terminated the lease effective November 30, 2024. However, the termination agreement obligates HCCTS to continue paying $33,639.80 in lease payments annually through April 30, 2026.
  - HCCTS sold publicly funded equipment (valued at $52,494.34) to the City of Marysville for $1.00 as outlined in the November 30 lease termination agreement.

Remedy Period

Remedy Period

- The District provides HCCTS with a remedy period of up to and including **September 26, 2025**, to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation.
  - Shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation.

Board Action

It is recommended that the Board approve the issuance of the Notice of Violation to Highlands Community Charter School.



Thank You

Exhibit A

HCCS Charter Petition

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Petition for the Renewal of Highlands Community Charter School

Respectfully Submitted to the
Twin Rivers Unified School District
Board of Trustees

January 14th, 2019

For the Charter term of July 1st, 2019–June 30th, 2024

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Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(d)(1).)

- Not charge tuition. (Ed. Code § 47605(d)(1).)

- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(d)(1).)

- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(d)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(d)(2), admission to HCCS shall not be determined according to the place of residence of the student within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(d)(2)(C). (Ed. Code § 47605(d)(2)(A)-(C).)

- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(d)(3).)

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)

- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(c)(2).)

- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)

- Ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. (Ed. Code § 47605(l).)

- At all times maintain all necessary and appropriate insurance coverage.

- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a).)

- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)

- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)

- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized as the Every Student Succeeds Act ("ESSA").

- Comply with the Public Records Act.

- Comply with the Family Educational Rights and Privacy Act.

- Comply with the Ralph M. Brown Act.

- Meet or exceed the legally required minimum number of school days. (Title 5 California Code of Regulations § 11960.)

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.

_____ _____

Murdock Smith, for HCCS
1333 Grand Ave.
Sacramento, CA 95838
(916) 844-2283

January 14th, 2019

Element 1: The Educational Program

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

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

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

General Information

1.1: General Information Table

GENERAL INFORMATION	
● The contact person for Charter School is:	Murdock Smith
● The contact address for Charter School is:	1333 Grand Ave. Sacramento, CA 95838
● The contact phone number for Charter School is:	916-844-2283
● The address or ZIP Code of the target community to be served by Charter School is:	95838
● This location is in TRUSD Board District:	Yes
● This location is in TRUSD Local District:	Yes
● County-District-School Code	34-76505-0130757
● The grade configuration of Charter School is:	1, 2, 12
● The number of students in the current year is:	1530
● The grade level(s) of the students in the first year are:	1, 2, 12
● Charter School's scheduled first day of instruction in 2019-2020 is:	July 8, 2019
● The enrollment capacity is:	2150
● The type of instructional calendar is:	Multi-track, year-round calendar
● The number of instructional minutes is:	Grades 1 and 2: 50,400 Grade 12: 64,800
● The current bell schedule for Charter School is:	Grades 1 and 2: M, T, W, F: 8:25–12:25/Th: 8:25–11:40 or M, T, W, F:1:00–5:00/Th: 12:10–2:00 or M-F: 5:00–9:00 Grade 12: M, T, W, F: 8:00–3:15/Th: 8:00–2:00
● The term of this Charter shall be from:	July 1, 2019 to June 30, 2024

Community Need for Charter School

Dropouts in the United States

In the United States, a student drops out of high school every nine seconds (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). That is 7,000 students who drop out of high school every single day. Annually that totals 1.3 million students who fail to graduate (Alliance for Excellent Education, 2011, p. 1). This is especially true of minority students and those who are socioeconomically disadvantaged (Balfanz & Legters, 2004). Non-graduates are far more likely than graduates to be unemployed, to rely on government assistance, or to resort to criminal behavior (Alliance for Excellent Education, 2011). Public high schools in the United States have an 80% graduation rate (Hefling, 2014). However, in large urban school districts that cater to large numbers of children from socioeconomically disadvantaged backgrounds, the graduation rate decreases significantly to 50% (Guryan & Ludwig, n.d.). This has a huge impact on the national, state, and local economy for several reasons, among them, lost tax revenue, higher unemployment rates, dependence on government assistance programs, the community cost of crimes committed, and the cost to incarcerate criminals. By providing access to education and training to students 22 years of age or older, we believe that we will not only improve the lives of our students and their families but also improve the community and the economy. By creating taxpayers, reducing the number of people receiving government assistance, and reducing the number of crimes and criminals, we are improving our community.

Who Is Dropping Out?

A dropout is defined as a student who is between 16-24 years old who is not enrolled in high school and has not earned a high school diploma or an equivalency. According to a study conducted by the National Center for Education Statistics (NCES), when broken down by race and socioeconomic status, minority students and socioeconomically disadvantaged students are dropping out of school at a much higher rate than non-minority students and socioeconomically advantaged students. American Indian students have a dropout rate of 46%; Hispanic and African American students have a dropout rate of 43%; and Asian students have a drop out rate of 17% (Alliance for Excellent Education, 2011, p. 3). Data shows that there is a strong relationship between poverty and high school dropout rates. A study conducted in 2009 showed students from low-income families were five times more likely to drop out of high school than students from high-income families (American Psychological Association, 2012, p. 1). Another study done by the NCES in 2014 concluded that only 2.6% of students who dropped out of high school were from high-income families and 5.4% of students who dropped out of high school were from medium-income families. Of the Hispanic and African American students in the United States, approximately half of them are served by high schools in predominantly low-income neighborhoods where dropout rates fluctuate between 40% and 50% (Balfanz & Legters, 2004). According to the California Department of Education in the 2013-14 school year 56,756 students dropped out of high school in Sacramento and 52,249 dropped out the following school year. Of those who dropped out in the 2013-14 school year, 20.8% were English language learners, 20.3% were black, 18.8% were Native Americans, and 14.4% were socioeconomically disadvantaged.

Dropouts and Lost Tax Revenue

When a student drops out of high school, there is a huge financial impact at the local, state, and national level. Dropout rates lead to lost tax revenues. According to the *New York Post*, every year high school dropouts cost our nation approximately $1.8 billion in lost tax revenue ("High school dropouts cost $1.8 billion every year," 2013). A study on lost tax revenue conducted by Northwestern University found that the estimated cost per high school dropout is $305,000 in potential economic gain through tax revenues to the local, state, and federal governments (Fogg, Harrington, & Khatiwada, 2008, p. vii). If only 50% of the students who dropped out in California's largest metropolitan areas were recovered, it is predicted that the economic benefits to California would be huge. The dropout recovery would invest approximately

$247 million more per year into our local economy. Home sales would increase by 2.92 billion dollars. In California alone, it would increase our state and local tax revenues by $129 million every year (Carter, 2011). As a result, the California Legislature is working to address issues surrounding dropout rates such as providing schools with adequate resources to increase dropout recovery and reduce dropout rates.

Dropouts and Wages

High school graduates and college graduates make significantly more money on average than non-graduates. In 2009, college graduates made an average of $46,930 per year while the average annual wage for a high school graduate was $27,380. The same year, the average annual wage for a high school dropout was $19,540 (Alliance for Excellent Education, 2011, p. 1). Dropouts are three times more likely than college graduates to be unemployed. According to the Georgetown Center on Education and Workforce, 65% of jobs in 2020 will require some form of education.

Dropouts and Crime

High school dropouts are significantly more likely to be convicted of a crime and to be incarcerated than high school and college graduates. A study in 2007 showed that male dropouts aged 16 to 24 were more than six times as likely to be incarcerated than high school graduates. The same study showed that male dropouts were 63 times more likely to be incarcerated than males with a bachelor's degree (American Psychological Association, 2012). In the United States, an overwhelming number of men in our prison system are high school dropouts. According to the Bureau of Justice Statistics, approximately 68% of inmates do not have a high school diploma (Wolf Harlow, 2003), and more than 40% of inmates have less than a high school education. According to the Alliance for Excellent Education, Americans could save 18.5 billion dollars annually in prison systems simply by reducing high school dropout rates by 5% for men age 20-60 (Dianda, 2008).

Dropouts and Public Assistance

Dropouts are also more likely to receive government assistance than high school and college graduates (American Psychological Association, 2012, p. 6). Given the lower wage earning potential and the higher unemployment rates, many high school dropouts have inadequate income to live on their own or support a family (Sum, Khatiwada, & McLaughlin, 2009, p. 13). Due to these income inadequacies, high school dropouts are more likely to be on public assistance or federal assistance for needy families. "If all single mothers obtained at least a high school education, the annual cost savings would be $3.8 billion" (Dianda, 2008, p. 4).

Immigrants in California

According to the Public Policy Institute of California (PPIC), there are approximately 10 million immigrants in California, which is about one quarter of our state's total population. We have more immigrants in California than in any other state in the nation. According to the US Census, half of all children in California have at least one immigrant parent. Of those immigrants, almost 80% of them are working age adults, and approximately 34% of them do not have a high school diploma. Although immigrants are just as likely to work as Americans, they tend to make 24% less money. It is imperative that these immigrants have the opportunity to access education, learn English, complete their high school diploma, and attend vocational and college training. Research shows that many foreign-born immigrants and minorities have lower high school graduation rates. According to the California Department of Education's Fall 2017 of Ed Facts there were 1,271,150 English language learners in the California public school system., which is 20.4% of the total enrollment in California and 2,637,412 speak a language other than English at home. Below is a graph that shows immigrants living in California and the United States by year from 1870-2016.

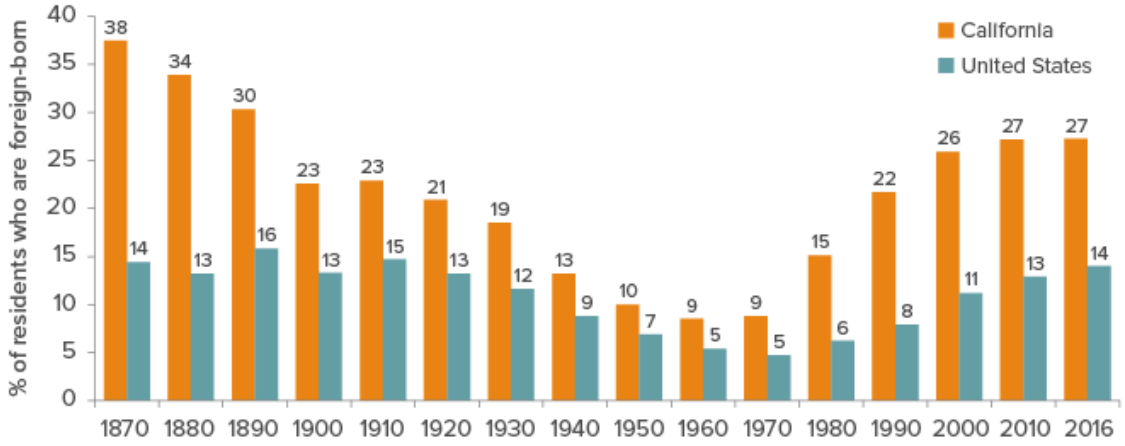

(Source: US Census Bureau, Decennial Censuses, and the American Community Survey)

Sacramento and the Twin Rivers Unified School District

In 2002, the Civil Rights Project at Harvard University labeled Sacramento the most diverse city in the United States. According to the 2010 US Census, the Sacramento metropolitan area had 2.7 million people; 45% are white, 27% are Hispanic or Latino, 18% are Asian, 15% are black, 7% identified as two or more races, and the remaining are Pacific Islander and Native American (National Center for Education Statistics, 2014). Demographers expect the minority population to continue to grow in Sacramento and it is estimated that by 2050 Sacramento will grow by 54%. It is estimated that in Sacramento 62% of the population speaks English while 38% are English learners. In Sacramento, our minority populations are more likely to experience poverty than the white population. In Sacramento only 14% of the white population is socioeconomically disadvantaged, compared to 28% of the black population, 27% of the Hispanic population, 26% of the Native population, and 23% of people who identified as two or more races, which are all living in poverty. Approximately 63% of people living in Sacramento are participating in the workforce with employment at 56% and unemployment at 10.5%. Minority groups have higher rates of unemployment with 17% unemployment for our black population, 15% for people who identified as two or more races, and 14% for Native Americans. Level of education is directly related to employment with a positive linear relationship. For people living in Sacramento without a high school education, only 56% of them are employed compared to 70% of high school graduates, 78% with some college, and 87% for those with a bachelor's degree or higher. Within the Twin Rivers Unified School District, 31.7% of students drop out between ninth and twelfth grade with nearly 500 more students who stay enrolled through twelfth grade but do not graduate. According to the 2010 Census, almost 20% of adults living in the Twin Rivers Unified School District do not have a high school diploma or equivalent (Public Policy Institute of California, 2012).

Highlands Community Charter School

Highlands Community Charter Schools offers a quality program of instruction that serves students from a wide range of age, ethnic, cultural and language backgrounds, specifically targeting high school dropouts, parents, immigrants, veterans, former foster youth and ex-offenders. Highlands provides the appropriate primary and secondary career technical education to help students from these groups to succeed. As our mission states, we are "serving the unserved."

At HCCS we understand the community we serve, and we provide that community with educational tools and opportunities. In California, we have a growing immigrant and refugee population. In order for immigrants and English learners to successfully enter the workforce, they need to improve their English.

We have an astounding percentage of adults in our community who have been unable to complete a high school diploma or equivalency. At HCCS we love our community, and we believe that by educating adults, we will see economic growth, civic engagement, a reduction in crime, and a reduced number of our community members relying on government assistance. We foresee that we will continue to grow throughout Sacramento and California in order to meet the growing needs of adults in our state and in our community.

1.2: HCCS Term Performance and Meeting the Needs of the Community

Enrollment

At HCCS our enrollment has grown each year since our doors opened. In the 2015–2016 school year, enrollment was 449; in the 2016–2017 school year, enrollment more than doubled to 1,095; and in the 2017–2018 school year, our enrollment grew again to 1,856 students. In the 2017–2018 school year, the student community experienced a shift in our demographics with a large influx of refugees from Afghanistan. Due to this, the previous primary student language of Spanish was replaced by Farsi/Dari. Many of these refugees were not able to access education in their home countries, and their literacy level at entry was very low. In response to this need, we opened sites in their communities and hired paraeducators who are fluent in Farsi, Dari, and Pashto. HCCS responded to this community need by partnering with community-based organizations that provide refugee assistance like International Rescue Committee, World Relief, Opening Doors and Lao Family Community Development, Inc. Our high school program has also experienced steady growth each year. Even with a very strong labor market, students still continue to enroll into the program and graduate.

Below is a graph that shows our annual enrollment for the 2015–16, 2016–17, and 2017–18 school years for both English Language Development ("ELD") and the High School Completion Program:

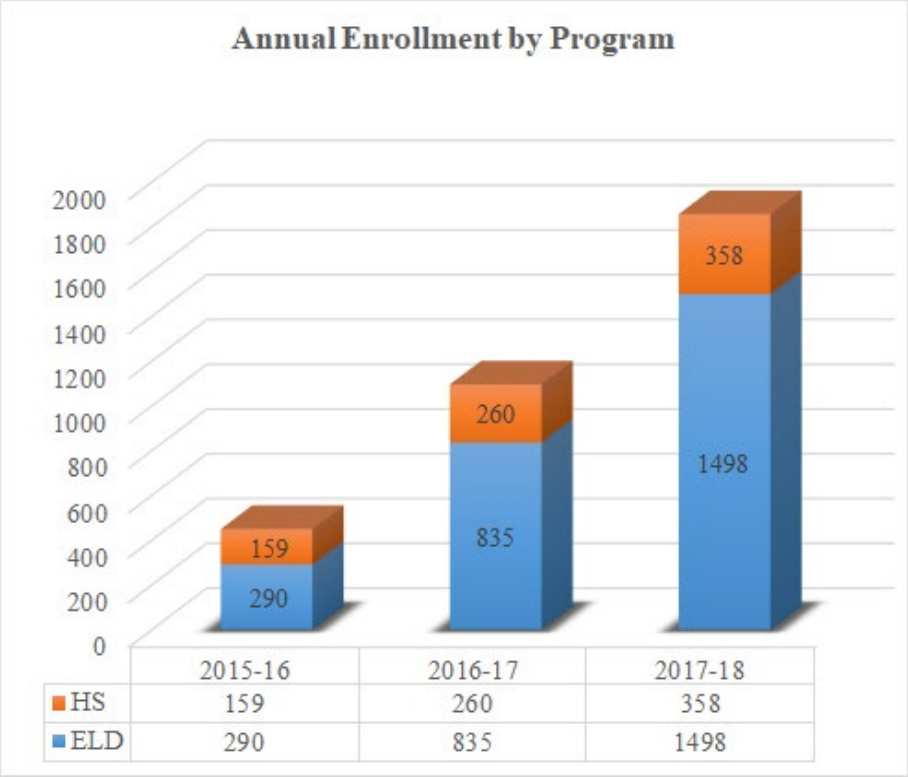

This shows that the high school program doubled in size in two years from 159 students in the 2015–16 school year to 358 students in the 2017–18 school year. At the same time, the ELD program grew from 290 students in the 2015–16 school year to 1,498 students in the 2017–18 school year.

Enrollment in CTE

Current CTE programs at HCCS are unique in that some of these programs are offered through our school, and some are extended to students by way of partnerships. At HCCS we have Truck Driving, Early Childhood Education, and Entrepreneurship as part of our internal CTE programs. Our external CTE programs are with Cosmo Beauty Academy and Asher College. Cosmetology and Manicuring are both located at Cosmo Beauty Academy. We also partner with Asher College to extend three programs: A+ Information Technology ("IT"), Medical Office Administration, and Office Administration which includes Microsoft Office certifications. Enrollment numbers in each of these programs can be seen below over the past three years.

Highlands Community Charter School CTE Program Enrollment

CTE Enrollment				
Program	**15–16**	**16–17**	**17–18**	**Grand Total**
Business	22	30	14	66
Career	159	253	277	689
Early Childhood Education	41	88	88	217
Computer A+ Tech	88	9	13	110
Cosmo Beauty Academy	3	18	25	46
Microsoft Office	41	81	69	191
Truck	140	75	55	270
Grand Total	494	586	649	1729

Assessment

At HCCS we place a high value on student assessment. We use assessments to understand student needs and levels. HCCS also uses assessment to ensure student understanding. The assessment process varies between ELD and high school, but all programs require various assessments during enrollment and throughout the classes/programs. At HCCS our assessment process begins during enrollment and orientation. All new high school students are given a Comprehensive Adult Student Assessment System ("CASAS") reading and math test during their new student orientation. ELD students are also CASAS tested as part of the enrollment process, but ELD students are tested in reading, math, and listening. ELD students are also given an internally normed speaking test and a writing test by a teacher before beginning classes. These assessments are used to place students in the appropriate classes. These CASAS tests, both in ELD and in high school, are the Life Skills Series provided by CASAS. It is imperative that the content of our lessons is meaningful to the students' lives and relevant to our students' goals.

Below is a bar graph that demonstrates CASAS Reading placement assessments for new high school and ELD students for the three previous school years as well as this year:

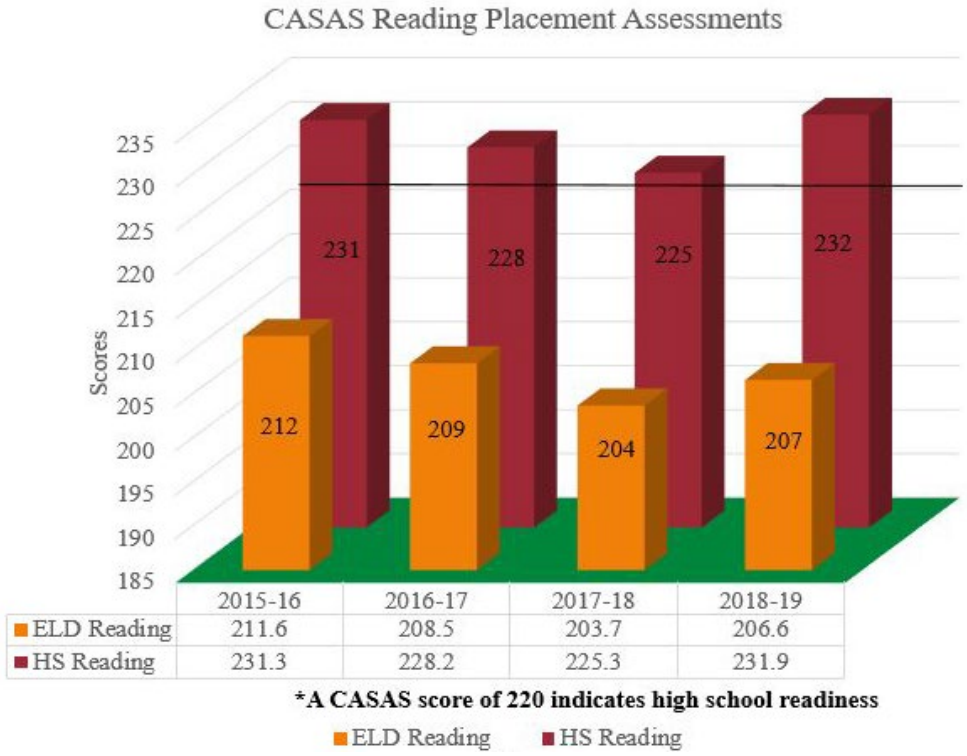

For high school students, CASAS assessments are very important. High school teachers and counselors use the CASAS Reading score to determine if students need to be placed in a remedial reading class called Reading Skills or if the student needs to work with a Reading Specialist. The score is also used to determine if high school students have reading scores required to enter any of Highlands Community Charter School's Career Technical Education ("CTE") programs. Our high school students averaged an entry CASAS reading score of 231 for the 2015–16 school year, 228 for the 2016–17 school year, and 225 for the 2017–18 school year.

In the ELD program, reading scores (as well as other test scores) are used to place students into the appropriate class level. Our ELD students scored lower on average than the high school students with an average entry CASAS Reading score of 211 for the 2015–16 school year, 208 for the 2016–17 school year, and 203 for the 2017–18 academic year. This average score is largely impacted by the increased number of refugee students HCCS continues to serve. Of the 1,856 students enrolled, 646 are from Afghanistan, Syria, and Iraq. Many of those students enroll into our ELD program with very low rates of English literacy and some without literacy in their first language. These CASAS Reading assessments allow us to identify pre-literacy, non-literacy, and literacy ELD students who need additional support. They also help us to identify the higher level ELD students who are good candidates for the high school/CTE program.

While high school students are not required to take the CASAS Listening assessment, ELD students are. Below is a bar graph that shows the average CASAS listening scores for ELD students over the past three years and what has been gathered for the 2018–19 year so far.

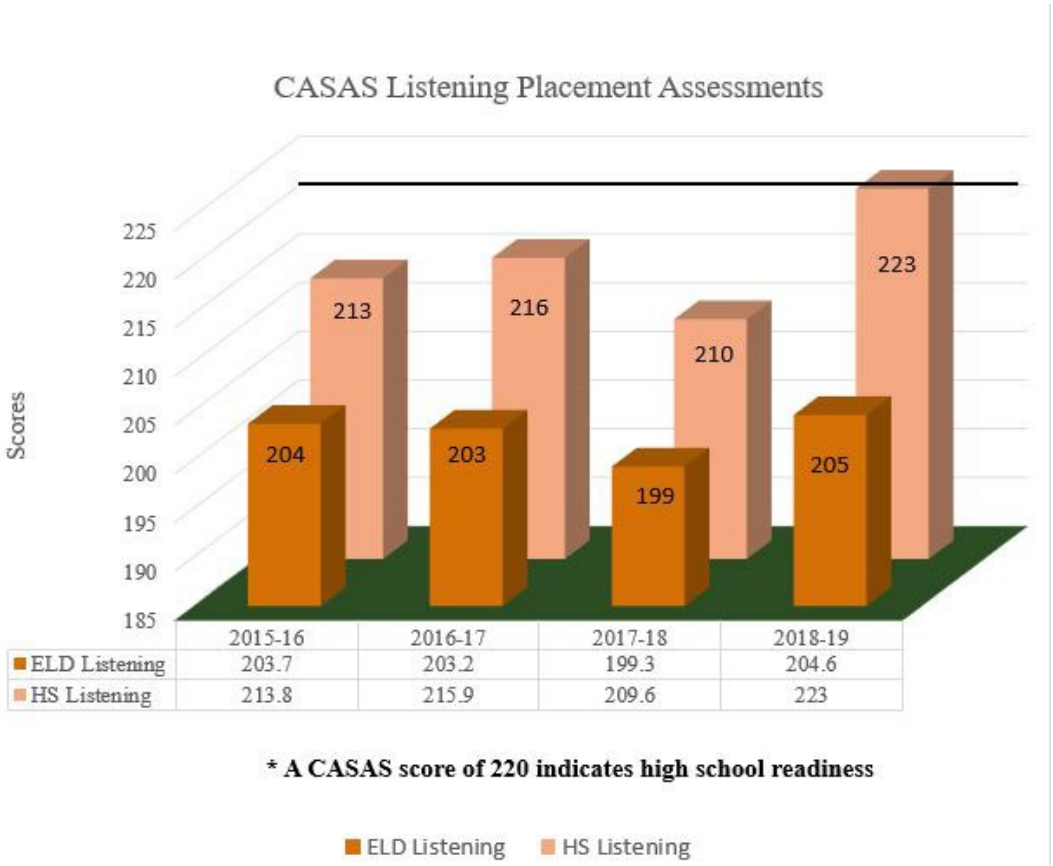

On the CASAS Listening assessment, ELD students had an average score of 203 in the 2015–16 school year, 203 in the 2016–17 school year, 199 for the 2017–18 school year, and 204 for the 2018–19 academic year so far.

CASAS Math assessments have always been administered to all incoming high school students during the enrollment process, but we have recently made an increased effort to make sure both ELD and high school students are completing the initial CASAS Math placement exam. The assessments are used in conjunction with students' transcripts to determine their level and to place them in the appropriate classes.

Below are the average incoming CASAS Math assessment scores for high school and ELD students by year:

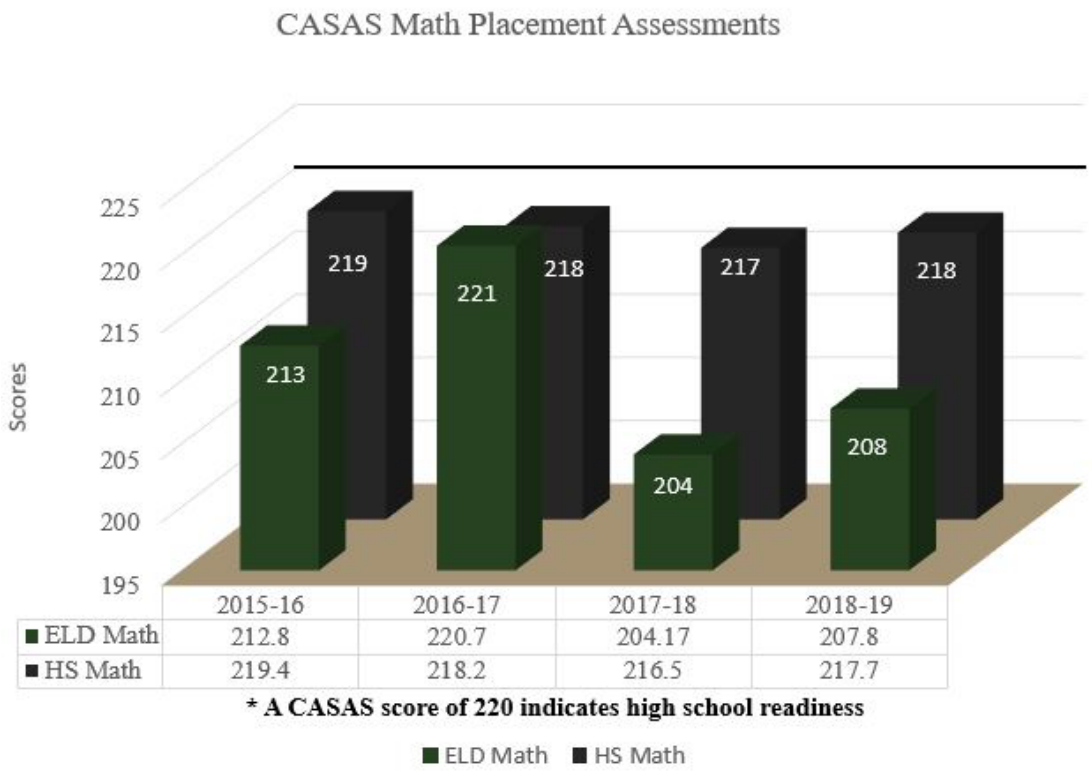

Overall, high school students tend to score higher on CASAS Math assessments, but in the 2016–17 school year, ELD students scored slightly higher with an average first score of 220. During the same school year, the high school students averaged 218. Overall, high school students averaged a CASAS Math pre-test of 218, while ELD students averaged 211.

At HCCS we use CASAS in two primary ways: to assess incoming students for placement and to measure academic progress. Our goal is to have students complete a level between assessments. A complete level is approximately 10 points. If a student came to HCCS and scored 180, they would need 10 points to make it to the next level at 190. However, if a student scored 188, that student would only need a two point gain in order to reach the next level. Below is a graph that depicts our average CASAS gains by year.

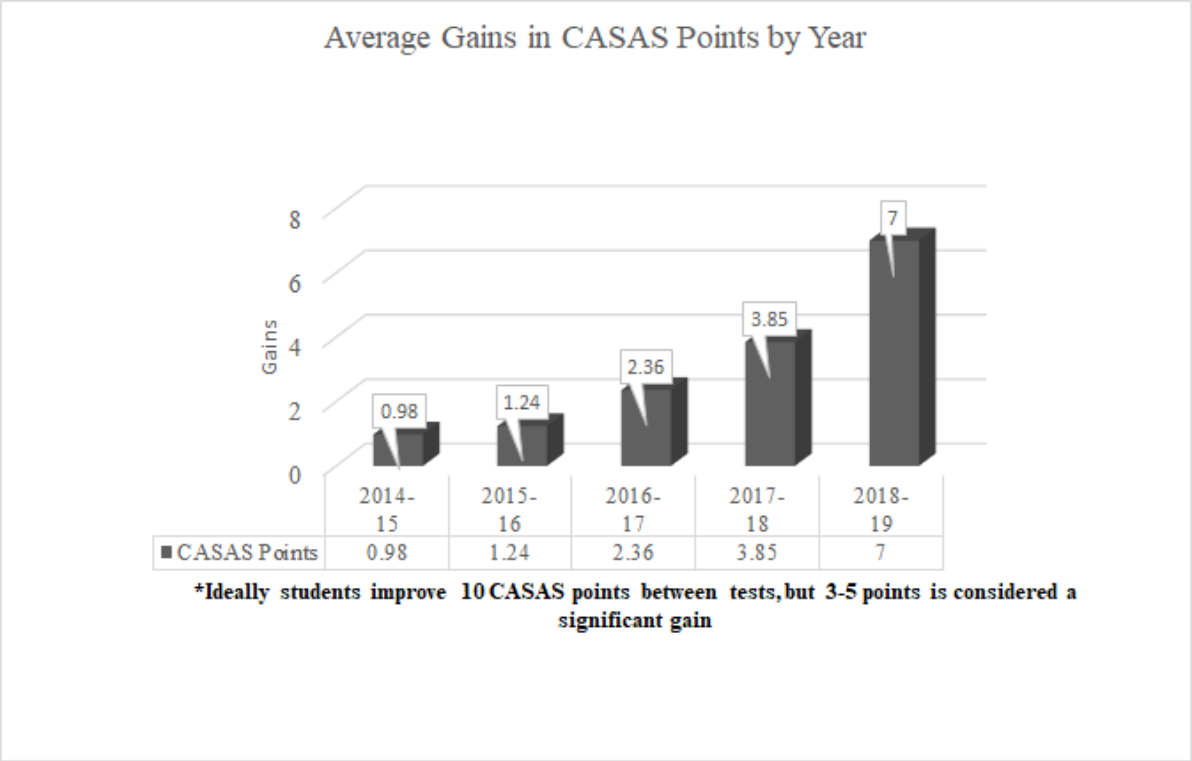

Although we have not captured the number of student gains that we would ideally like to see, we have steadily improved each year from only .98 points in the 2014–15 school year to 3.85 in the 2017–18 year. This year we are projecting an average gain of 7 points based on the gains we have for this school year and the five year trend. In order for us to capture our students' gains, it is imperative that our students consistently receive pre- and post-tests. At HCCS we are committed to increasing our level of CASAS assessments. Below is a graph that shows the number of students who received CASAS pre- and post-tests for the last four school years.

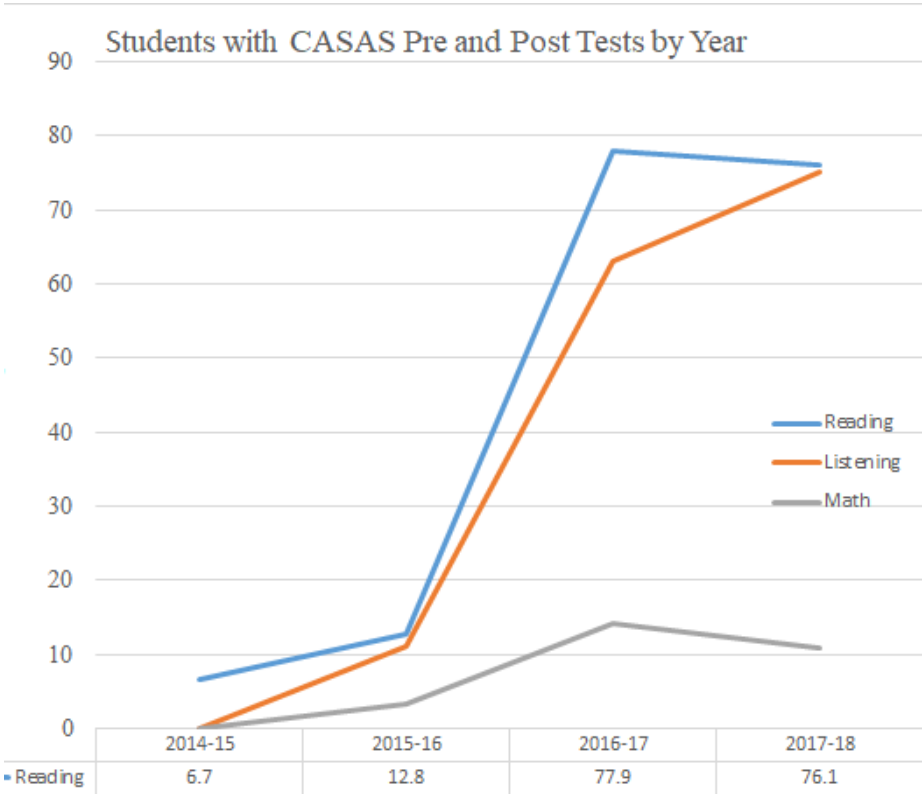

In the 2014–15 school year, we had a very low percentage of pre- and post-tests compared to the 2017–18 school year, when for reading and listening, we had pre- and post-tests at 76.1% and 75.2% respectively. This percentage is based on our Average Daily Attendance (ADA). Every year we have improved in reading and listening, even while our enrollment grew expeditiously. The one test in which we need to improve is math. As this graph indicates, we have not made improvements in the number of CASAS pre- and post- math assessments. In prior years, we did not assess our ELD students in math as part of the enrollment process and instead primarily assessed our high school students. Beginning in the 2018–19 school year, both high school and ELD students will be assessed in math as part of the enrollment process.

Teachers, counselors, and proctors do their best to get CASAS pre- and post- tests from every student; unfortunately, we have been unable to get them from every student. By hiring several new proctors, training more teachers and staff, purchasing more laptops to run CASAS, and developing a more rigorous testing schedule, HCCS will provide more succinct data regarding CASAS testing pre- and post-tests in the future.

Grades

At HCCS we have two systems for student grades: one is for ELD students, and one is for high school students. For the ELD students, we use the letter grades M, A, D, and E. M has a Grade Point Average ("GPA") value of four points, A has a value of three points, D has a value of two, and E has a value of one GPA point. The letter grade of M is equivalent to 90% mastery, where E is 80%, D is 70%, and E is 60% or below. In ELD, the M grade is the only grade that demonstrates level mastery and readiness for level promotion.

Grades	Descriptions
M- Meeting	The student is meeting or exceeding standards.
A- Approaching	The student is approaching standards.
D- Developing	The student is developing an understanding of standards.
E- Emerging	The student has an emerging understanding of the standards.

In the 2016–17 school year, ELD students received a total of 1,320 M's and 850 A's for a total of 2,170. For the same year, 121 students earned D's and 32 students earned E's. In the 2017–18 school year, we gave 1,274 students M's, 1,401 students A's, 444 students D's, and 259 E's. So far in the 2018–19 school year, HCCS has only entered grades for one quarter. Last quarter, 288 students earned M's, 484 earned A's, 105 earned D's, and 9 students earned E's.

It is important to note that this chart shows the total number of each grade given per academic year. The ELD students are graded in the subjects of reading, writing, speaking, and listening. The CASAS post-tests are also utilized as an external assessment to determine a student's grade.

Below is a bar chart that shows the distribution of ELD grades by percentage and year:
In
the



***Our goal at Highlands is for our students to earn M's and A 's and to maintain a schoolwide GPA of 3.0 or higher**

005858.0006322
694942.1

2016–17 school year, 56% of the ELD students completed a level, and 93% of them received either an M or an A. Only 5% received a D, and 1% received an E. In the 2017–18 school year, 38% of the ELD students completed a level and 79% earned either an M or an A. That same year, 13% of the ELD students earned a D, and 7% earned an E. In the 2018–19 academic year, so far 32% of the ELD students have completed a level and earned an M and 87% have earned either an M or an A. Almost 12% of ELD students earned a D and 1% earned an E.

Success and accurate grades for all our students, both ELD and high school, are very important to us. Our goal is to have a schoolwide grade point average of 3.0 or higher. Below is the English Language Development GPA data for the 2016–17, 2017–18, and what has been documented so far in the 2018–19 school year:

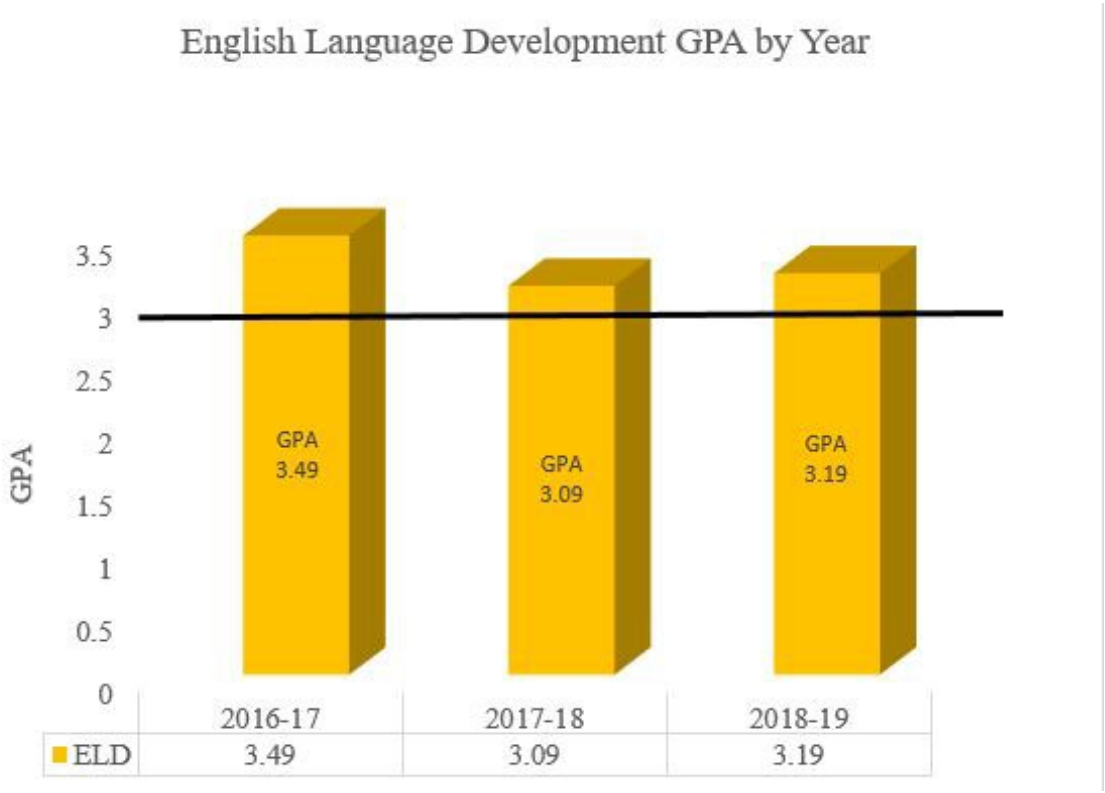

Since we implemented the MADE grading system for ELD students in the last quarter of the 2016–17 school year, ELD students have maintained a grade point average of 3.0 or higher. In the 2016–17 school year, ELD students had an average GPA of 3.49. During the 2017–18 school year, ELD students had an average GPA of 3.09, and so far in the 2018–19 academic year, they have an average GPA of 3.19.

As mentioned before, HCCS's schoolwide goal is to have an average GPA of 3.0 or better for all programs. While all of our programs have achieved this goal for the last three years, the high school students tend to have a higher GPA than the ELD students.

Below is a graph of the High School GPA by year for the past three academic school years:

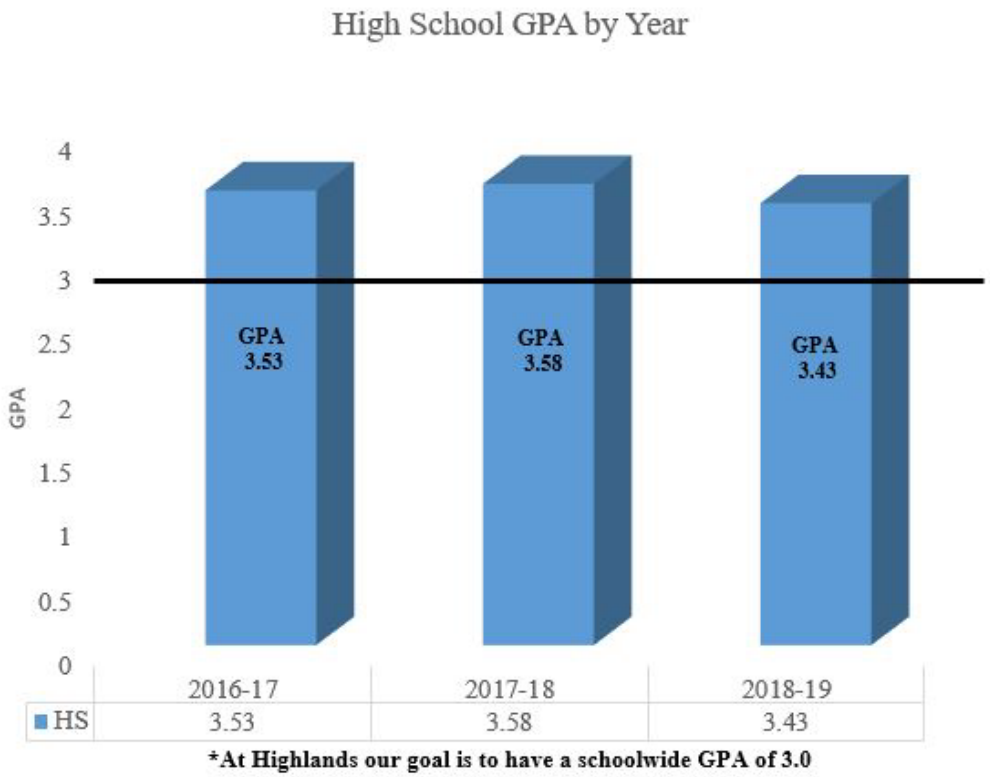

While the ELD students had an average GPA of 3.49 in the 2016–17 school year, the high school students had an average GPA of 3.53. For the 2017–18 school year, the high school students had an average GPA of 3.58 while the ELD students had a GPA of 3.09—a considerable difference at .49 GPA points. This year the difference in grade point average between ELD and high school students is declining with a smaller gap of .24 GPA points, where high school students have an average GPA of 3.43, and ELD students have an average GPA of 3.19.

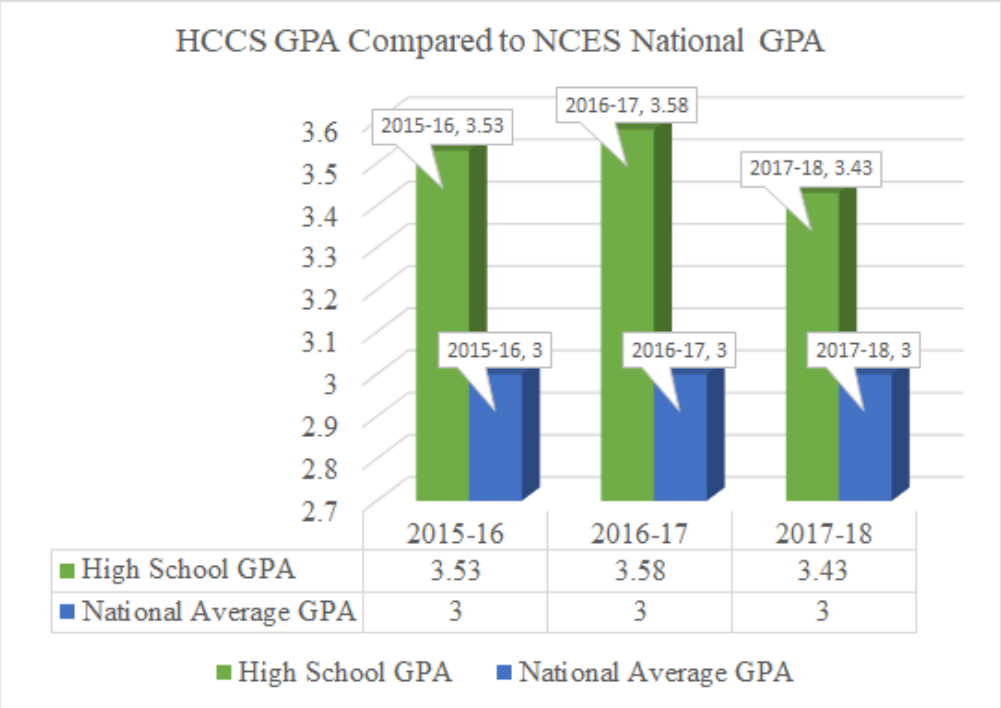

COAAPS Data

In 2016–17, HCCS applied for a Workforce Innovation Opportunity Act ("WIOA") grant and it was awarded for the 2017–18 school year. Then in 2017–18, we began creating EL Civics modules for the students and assessing them on the objectives. For the 2017–18 school year, we selected two themes based on students' greatest needs: community resources (DMV) and health (Healthcare). For the DMV packets, HCCS chose three relevant objectives related to Community Resources (DMV): Reading and Understanding Street Signs (Objectives 12.1, 12.2), Traffic Stops (Objective 12.8), and Citations (Objective 12.10). For Health packets, HCCS chose: Talking to a Doctor (Objectives 28.2, 28.5), Making Doctor Appointments (Objectives 28.4, 28.12), and Completing Medical History Forms (Objective 28.6).

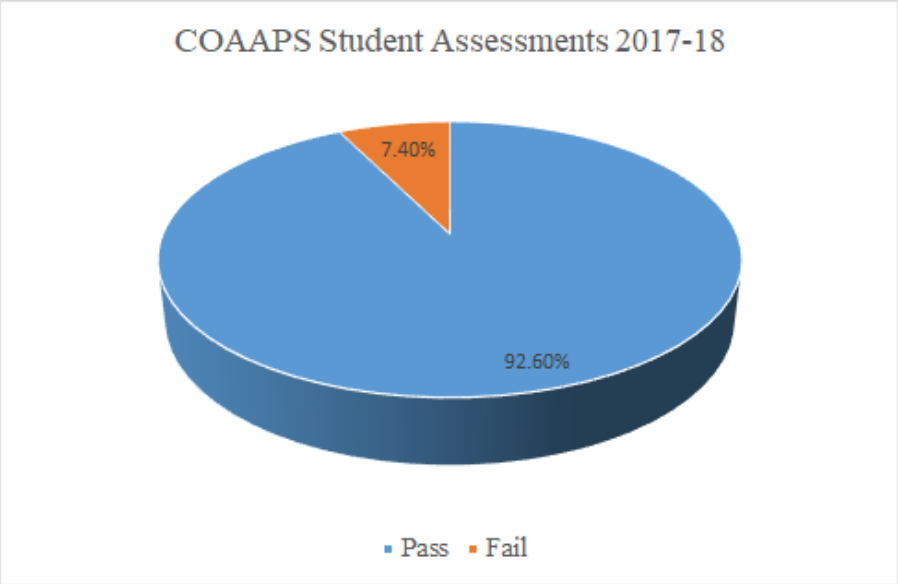

HCCS asked the ELD teachers to choose at least one of the themes based on their students' interests and needs. Overall, these EL Civics materials were taught in 32 classrooms: DMV was taught in 14 classrooms and Health was taught in 18 classrooms. A total of 756 students were assessed. Below is a graph that shows our student learning data for the 2017–18 school year:

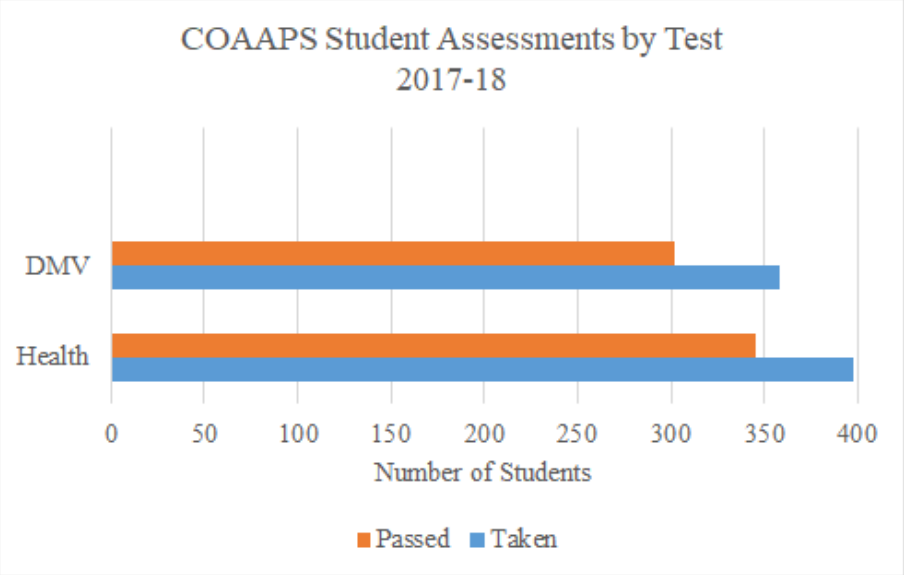

Of the 756 students who were assessed, 700 of them passed their assessment. Overall, 92.6% of our students passed while the remaining 7.4% of our students did not. Of the 756 students who were taught EL Civics, 358 students studied DMV and 398 studied Health. Our students did slightly better on their EL Civics Health assessments than on the DMV assessments, but overall our students did very well on both.

Promotion and Graduation

Below is a table that shows the number of ELD students who were promoted for the 2016–17, 2017–18, and so far in the 2018–19 school year in one or more of the following areas: reading, writing, speaking, or listening:

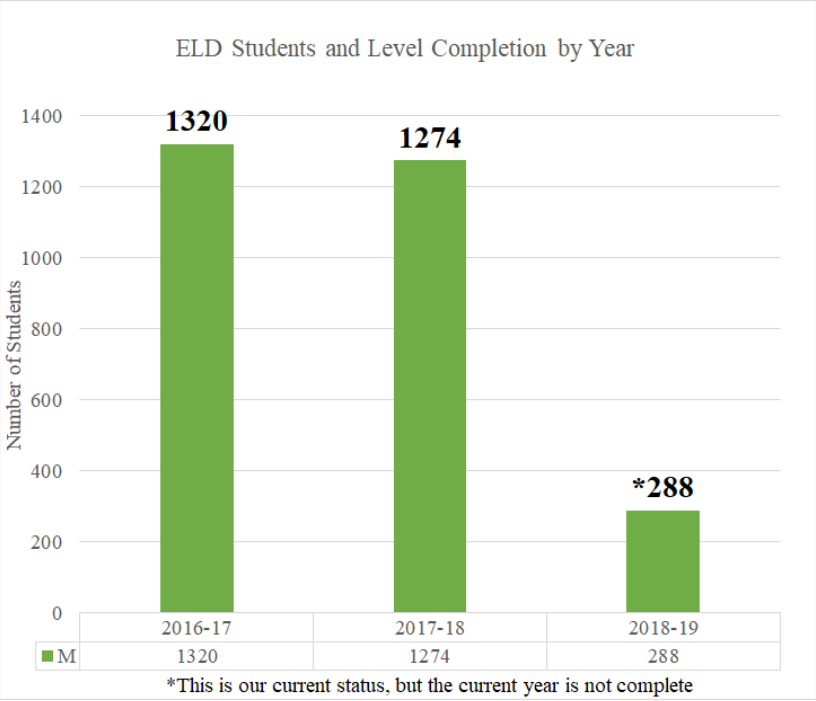

In the 2016–17 school year, 56% of the ELD students completed at least one level compared to 37% in the 2017–18 year, and so far in the 2018–19 school year 288 students have progressed at least one level. At the end of the 2016–17 school year, the grading system was introduced. It is possible that during the first quarter of grading, teachers were still learning to appropriately assign grades. That may have resulted in a high distribution of M grades compared to the 2017–18 school year. We are currently in the second quarter of the 2018–19 school year which explains the low number of M grades and ELD level completions.

High School Graduation Data

Rather than promotion, graduation is the best way to identify course completion for our high school students. At HCCS our graduation day is like a holiday worthy of celebration. It is the culmination of years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma, and exit as a graduate. Since this happens on a very regular basis, we wanted to provide more than one opportunity a year for students to celebrate and "walk the stage." At HCCS we hold a graduation ceremony every summer and winter. Each year the venue has changed in response to graduation growth. Most recently, we held the Summer 2018 Graduation at The Center at Twenty Three Hundred, which is a venue that holds approximately 500 attendees.

Below is a graph that shows the number of high school graduates per year for the 2015–16, 2016–17, 2017–18

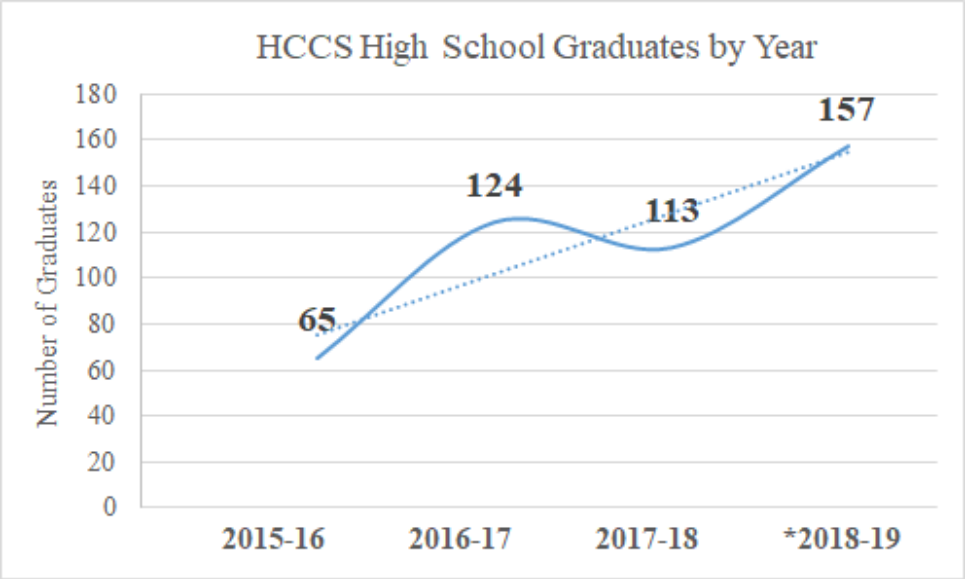

school years, and our graduation projections for the 2018–19 school year.

***This is projected for the 2018-19 school year based**

The number of students who graduated from HCCS doubled each year for the first two years and has held steady at about 120 students for the past two school years. In the 2015–16 school year, we had 65 students graduate. There were 124 students who graduated in the 2016–17 school year, and 113 students who graduated in the 2017–18 school year. For the 2018–19 school year, we project that of the 350 students we have enrolled in high school, 157 will graduate.

Re-designation

At HCCS we want to ensure that we are providing our ELD students with all of the tools they need to achieve their goals. One way we do this is by transitioning our ELD students from our English Language Development program into our high school program and re-designating them as high school students.

To be re-designated from ELD to high school, each student should satisfy at least three of the following criteria: a minimum CASAS reading score of 225, CASAS minimum listening score of 225, a minimum CASAS math score of 220, a minimum ELD level 6 equivalent rubric score on the HCCS writing assessment, a minimum ELD level 6 equivalent rubric score on the HCCS speaking assessment, a minimum score of "approaching" on the student ELD portfolio rubric. A teacher recommendation may take the place of an ELD portfolio if a student has not produced a portfolio of work. All new students, who have been in attendance less than one month, or incoming students should use the HCCS writing assessment requirement as one of their three criteria.

Below is a graph that shows the number of our ELD students who have entered our high school program by year:

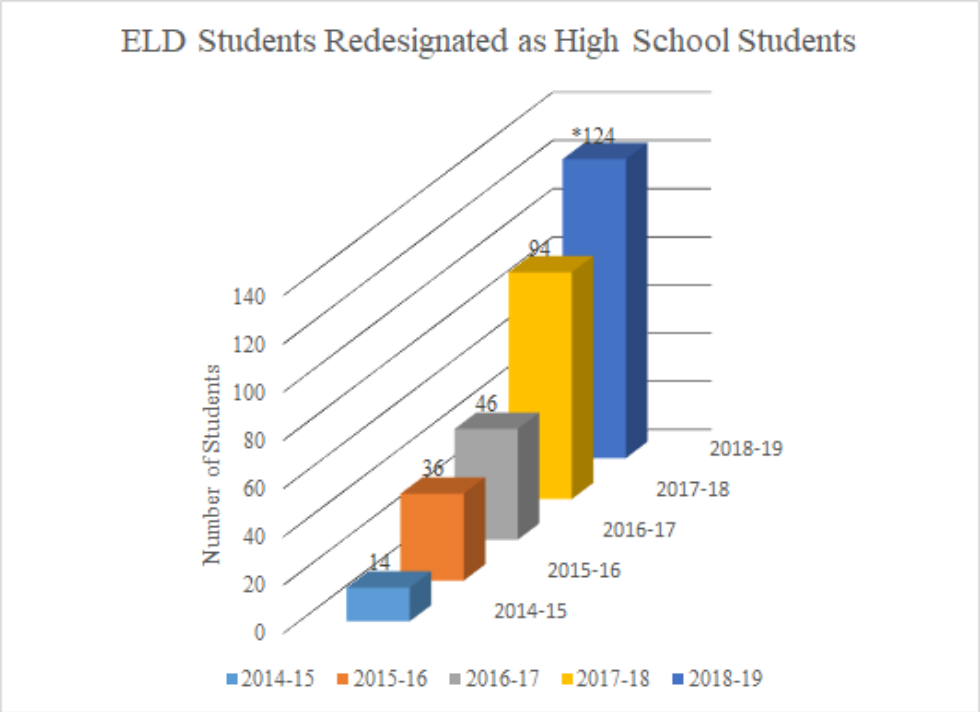

***For the 2018-19 school year this number is projected based on the trend and enrollment**

Since the 2014–15 school year, we have had a steady increase in the number of ELD students who have been reclassified from our ELD program to our high school program. We saw the biggest increase during the 2017–18 school year. So far for the 2018–19 school year, 31 ELD students have been reclassified as high school students. Based on that figure, we are projecting that 124 ELD students will reclassify by the end of the 2018–19 school year.

ELD Graduation Data

Similarly, we have seen a steady increase in the number of ELD students who have graduated from our high school program. From the 2015–16 school year to the 2017–2018 school year, the number of high school graduates more than doubled. Based on the 9 graduates in the first quarter for the current school year, we project 36 students who began instruction at HCCS in our ELD program will graduate from High School this year.

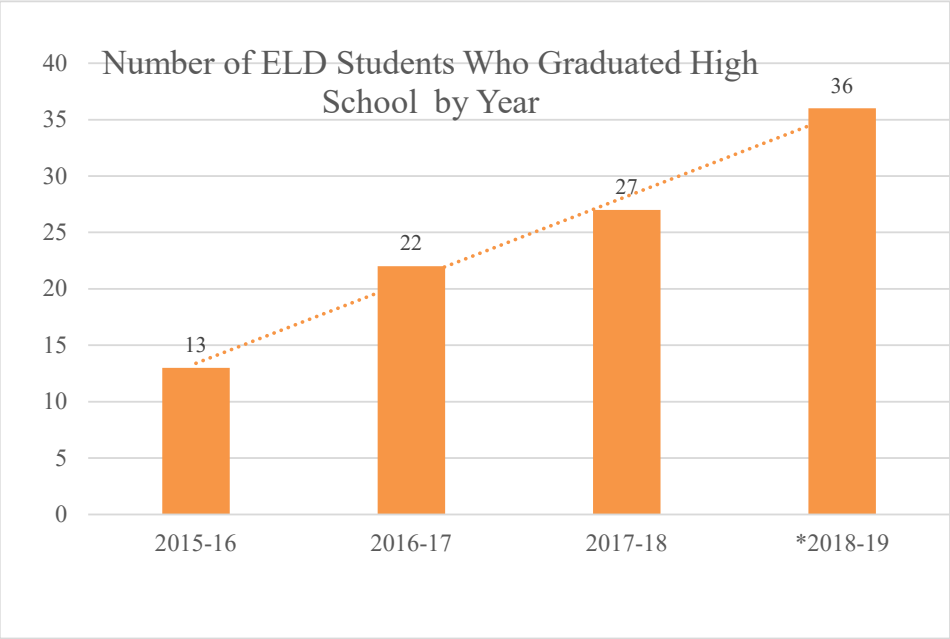

***For the 2018-19 school year this number is projected based on the trend and enrollment**

CTE Programs

HCCS recognizes the importance of a robust Career Technical Education program, especially for students who have been traditionally unserved. Programs have been created with our students in mind. We hope that our programs will lead to livable wage careers. Historically, we have sought to expand our programs based on student needs and interests. For example, when students were interested in entering the medical field, HCCS attempted to create a program that would allow students to gain knowledge and experience in that field. In addition to student needs and interests, HCCS has also looked at local workforce and regional plans to grow its current and future programs.

Community Partnerships

We know that our students have many needs and that we do not possess the resources to address all of them. For that reason, we have developed many community partnerships with other schools and organizations. Since we opened our doors in the 2014–15 school year, we have created 16 partnerships. Through these partnerships we have a wider reach in our community, and our students have increased access to the tools they need to achieve their goals.

External CTE Programs

We are pleased to have six internal CTE programs and two external CTE programs as part of our high school program at HCCS. We know that our students need more than English Language Development and a high school diploma; they need the tools and skills to get a living wage job. One way that we are able to offer state of the art training and programs is through our partnership with Asher College and Cosmo Beauty Academy. At HCCS we are pleased that a total of 1729 students have participated in our career programs, both internal and external.

Asher College

At HCCS we are proud to partner with Asher College, a vocational and trade school in Sacramento that opened in 1989 to provide hands-on training in medical, business, and information technology. Through this program, we are able to offer our students three information technology programs at no cost. These programs include A+ Information Technology, Medical Office Administration, and Office Administration, which includes Microsoft Office Certifications. Since we began our partnership with Asher College, 191 students have taken Microsoft Office and 208 have taken Computer A+ Tech.

Cosmo Beauty Academy

We are also proud to partner with Cosmo Beauty Academy (Cosmo), a vocational beauty school that offers cosmetology, esthetics, and manicuring programs. It first opened in 2007 in Sacramento and is accredited by the Board of Barbering and Cosmetology, the Bureau of Private Postsecondary Education, and the National Accrediting Commission of Career Arts & Sciences. Since we began partnering with Cosmo in the 2015–16 school year, 46 of our students have participated in their program.

Academic Support and Student Support Services

At HCCS we have the unique opportunity to work with adult learners who have faced many challenges and who require both academic and personal support in order to successfully meet their academic and career goals. Over the last five years, our students have demonstrated and communicated the things they need and ways they need to be supported. In response to our students' needs, we have developed several academic services and student support services. Academically, we support our students through our Career Success Center, ELD Navigators, library and reading services, and CTE programs and partnerships, as well as many other academic support services. Our student support services include homeless services, a free clothing closet, and a Civics 101: Rights and Responsibilities class presented by the District Attorney's Office. Our students have faced many academic and personal challenges throughout their educational journeys, and it is truly our pleasure to support them through our educational programs while they achieve their goals. We recognize that our students have many needs. While many of their needs are academic, some are personal. Our student-centered teachers, staff, and counselors interact with our students regularly to understand the areas where they need the most help. We want to improve our students' lives through our services. We have found that many of our students are unable to succeed in their classes when their basic physiological needs are not being satisfied. At HCCS we have created extensive academic and student support services to meet the needs of our student population.

Employment/Wage Gain Data

At HCCS we have contacted over 300 high school/CTE graduates and asked them about their lives and careers after graduation. Below is a pie chart that represents the percentage of high school/CTE graduates who are employed and/or in college and those who are not:

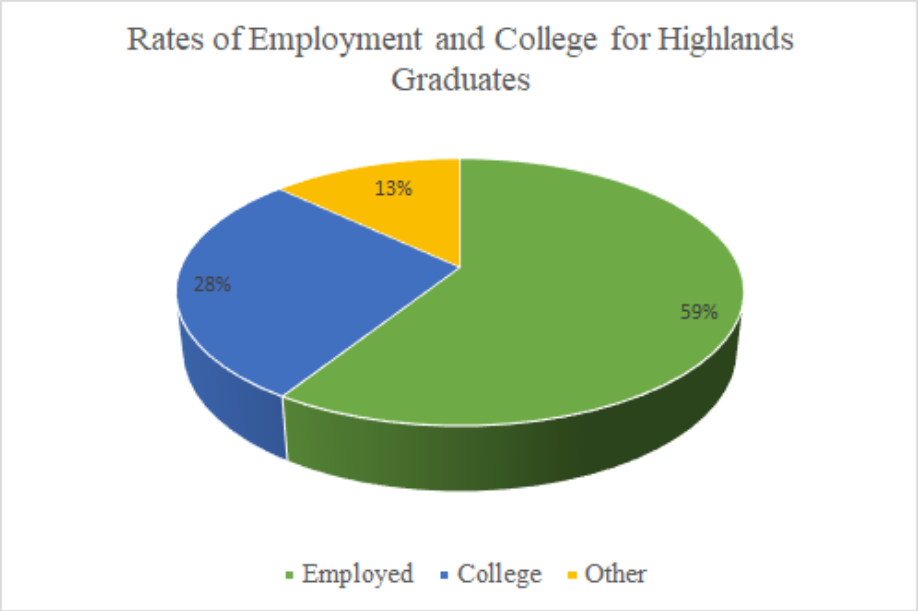

Of the students contacted, 28% are attending community colleges, state colleges, or private colleges while 59% are employed. The remaining 13% were unemployed or not pursuing further education. This means that of the students surveyed, 87% of our graduates are either working or are in college. At HCCS we pride ourselves on turning tax takers into tax payers and helping student create legacies where there may not have been any before.

In addition to employment rates and higher education, we have also collected information on wages. Part of our mission is to build new legacies leading to self-sufficiency and generational change. One of the ways we do this is through wage gains. Below is a graph that compares our students' average wage when they enrolled at HCCS compared to the average wage of our high school graduates.

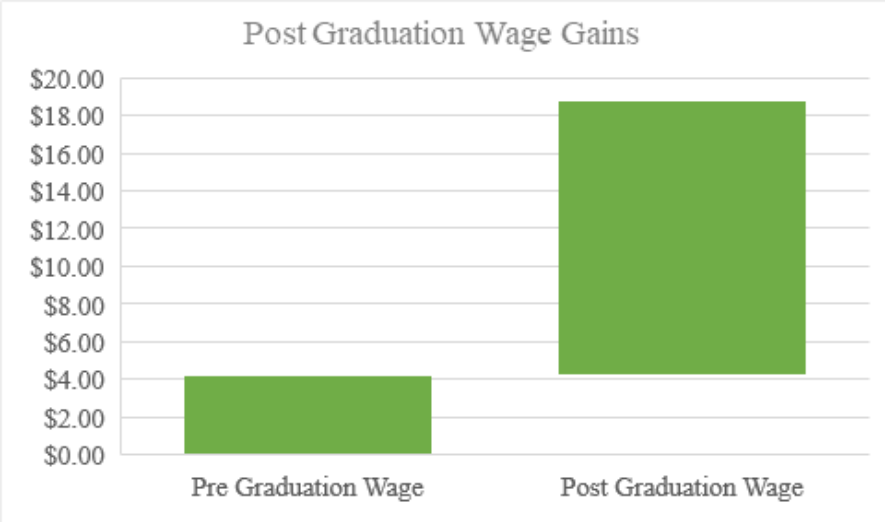

At HCCS our average graduate wage gain is $10.37 per hour post-graduation. When our students enrolled we documented their wages and then compared them to the wage they were earning after graduating from HCCS. This makes a direct impact on students' abilities to establish self-sufficiency. Our students' prior average wage was very low because many students had never worked or were relying on public assistance. Providing CTE training through the high school program enables students to earn livable wages upon high school completion. Some of our CTE programs, like Truck Driving, have a higher average wage upon completion due to the labor market for that specific occupation. The average wage for a truck driver upon completion of the program is $21.50.

Academic Support Services

Career Success

Our Career Success Center ("CSC") was created in the 2015–16 school year to review our students' resumes. Today we provide many services to our students in order to assist them with finding employment. We currently have four employees who work in our Career Success Center, including two Transition Specialists, a Student Engagement Liaison, and a Career Center Supervisor. The Career Success Center is located at our main campus on Grand Avenue and it's open from 8am to 3pm, Monday through Friday. In addition to our Career Success Center, our support staff organizes workshops and field trips. At our Career Success Center, we accept both walk-ins and appointments and we connect our students to the following services:

- Job fairs
- Job search
- Assistance with CalJOBS
- Application help
- Contacting employers
- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Expungements
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- One-on-one academic support

At HCCS our students have many goals, but all of them want to improve their lives. We support our students through academic and employment support. For our ex-offenders, we work alongside them to get their records expunged when possible. These services are available to our current ELD and high school students as well as our alumni because, At HCCS "it's never too late." At the beginning of the 2018–19 school year, we began tracking services provided at the Career Success Center, and so far this year, we have seen 191 students in the Center as well in workshops. Here is a breakdown of students using our services:



In July 2018, we began tracking our students' logins to our Career Success Center and workshops. So far this year, the majority of our students visiting the Career Success Center have needed help with their resumes or CVs, at 54%. Resource assistance was the next most common service with 18% of students needing help with resources. Resource assistance refers to resource outsourcing. When students need access to a service that we do not provide, we offer a referral to a partner or an organization equipped to assist our students. Around 14% of our students required general knowledge or support; students often have questions about the types of services offered at our Career Success Center. Next, 10% of our students needed help with housing services while only 4% needed support with expungements.

Expungements

Our expungement process begins at the Career Success Center. Our Career Success Center has employees who are experienced in the expungement process. We have forms and contact information to begin the process. Our staff collaborates with our students to ensure that all of the steps are followed. We will even attend court with our students. We have had many students go through the process and clear their record of DUI's, narcotic offenses, property offenses, and many other criminal cases.

ELD Navigators

At HCCS we have amazing programs and opportunities for our students, and we want to ensure that every student understands all of the services that we provide. With the 24 campuses we currently have and students who speak over 39 languages, there have been some barriers to clear communication. In October 2018 we extended our counseling services to include ELD Navigators. Our Navigators serve a critical role by communicating with our ELD students and providing academic and career support. This program was developed to ensure that all of our students at HCCS have access to all of the community resources, school activities, and support that they need. Our Navigators speak English, Farsi/Dari, Spanish, Russian,

Armenian, and Pashto, and they travel to all of our campuses to present our school's services and programs. Since we've implemented this program, our Navigators have presented in 13 classrooms at eight of our sites. Following their site presentations, our ELD Navigators work one-on-one with our ELD students (in our students' native languages) to address their individual needs.

Library Services

We started our library in September 2016 to provide books to our students. We started the library by taking book donations from various resources throughout Sacramento. When we first started our library, we only had 100 books. Our vision was to have a library conveniently located at our main campus where students of all reading levels could borrow books. Today, we have over 1500 book titles logged into our library system using Book Retriever. We have approximately 15 teachers and 130 students regularly utilizing our library resources. Additionally, we provide access to our books through our Mobile Library, a repurposed RV, which delivers both clothes and books to our off-site locations. We currently have 50 books in the Mobile Library, and more than 300 books are being stored for future off-site delivery. Through the mobile library service we hope to significantly increase the number of teachers and students using our library services.

Reading Services

At HCCS most of our students enroll into our high school program at a remedial reading level and need to improve their reading and literacy skills in order to complete their diploma. Through CASAS reading assessments and teacher recommendations, we realized that our students desperately needed academic support in this area. In the 2015–16 academic school year we implemented two supplemental reading classes for our high school students: Reading Skills I and Reading Skills II. These classes introduce the Systematic Instruction and Phoneme Awareness, Phonics, and Site Words (SIPPS). SIPPS is a foundational reading program that builds reading skills and improves reading comprehension. It is designed for students who struggle with decoding. This program is used as a tool for intervention and assists teachers in helping remedial readers at the K-12 reading level. This class is treated as an elective class and lasts for six weeks. Students could earn up to five credits over the duration of the course. After six weeks of the class, the majority of students showed gains in confidence and in reading level. Students also showed improvements on the Slosson Oral Reading Test. Some students remained in the reading skills class to finish their five credits, and others moved on to complete academic credits. Some students who needed more reading improvement continued in reading skills, moving on to part II.

Then in the 2017–18 school year, we re-evaluated our high school reading program. We realized that we had many high school students struggling in their classes as a result of their reading level, so we decided to expand our remedial reading services. The idea was that if students could improve their reading comprehension, then our other academic high school classes would become more accessible to them. We hired a Reading Specialist in order to help tackle this task. The Reading Specialist travels to our high school sites and works with both individuals and groups who need remedial reading support. Our Reading Specialist has also created a curriculum to combat low literacy. It is focused on: decoding, fluency, spelling, and reading comprehension. We hope that by providing additional academic support to our remedial high school readers, they will have one more tool to succeed and achieve their goals.

<u>Student Support Services</u>

Positive Direction

Positive Direction is a student group that meets weekly at lunch. During this student group, lunch is provided to our students at no cost to them. The primary purpose of this group is to provide our students with strategies for managing stress. This is also a place where we provide tools to our students to help them overcome barriers. It is a confidential place where all of our students are welcome. In addition to managing stress, weekly discussions focus on improving interpersonal communication skills and

nurturing healthy relationships with friends and family. Other topics of discussion include time management skills, study skills, and active listening. Finally, the group also addresses personal issues our students may have, such as coping skills for dealing with anxiety, depression, and past trauma. At HCCS we know that our students have overcome many challenging obstacles before enrolling, and we want to ensure that we are supporting the whole student.

Homeless Services

One of the obstacles that many of our students face is homelessness. While only a small percentage of our students live in shelters, in cars, or on the street, many of them are in transitional or short-term housing, staying with friends or family, or sleeping on couches. To address this need, we created a Homeless Services program as part of our student support services. Through our Homeless Services program, we serve our homeless student population though prevention, early intervention, and emergency support. We coordinate and collaborate with other agencies to connect our students with emergency, short-term housing (such as shelters) and long-term housing solutions. We work in conjunction with Sac Steps Forward to find housing placements and to meet the needs of our homeless students. We believe that by helping our students secure safe housing they can focus on meeting their educational and career goals.

Clothing Closet

One of the services we are very proud of is our Clothing Closet. We began working to open our Clothing Closet in March 2017 to provide our students with free, gently used, professional interview wear for our students with job interviews. In April 2017, we had our grand opening. When we started, we had open hours every morning, at lunch, and an hour in the afternoon. To get things started, our staff and teachers went through their closets and donated everything they could part with. One of our high school students volunteered to wash, dry, hang, and organize all of the donations. Upon her graduation, that student was hired at HCCS and continued to work in that capacity. Although the primary goal was to collect work attire, we accepted every type of clothing, even children's clothes. As the closet grew, we began receiving requests from students for additional products such as diapers and toilet paper. Although our primary goal is to provide clothes, we will take any student request. We frequently receive notifications from our students about household items, strollers, and furniture that our students need. Our students at Grand Avenue were very happy with the service, but due to the limited transportation and mobility of our off-site students, they were unable to access our Clothing Closet. Therefore, in September 2017, we purchased an RV to mobilize our closet and provide access to our students at our off-site locations. Since we started the Clothing Closet, we have served approximately 1800 of our students at 11 of our locations. For many of our students, their inability to purchase professional clothes was a barrier to employment and to ultimately achieving their goals. This is one way we are able to meet some of our students' immediate needs and support them while they actively take steps to improve their lives.

District Attorney's Office: Rights and Responsibilities

In March 2018, we began partnering with the Sacramento County District Attorney's Office, Sacramento County Sheriff's Office, Sacramento Police Department, County Code Enforcement, and the Sacramento City Attorney's Office to provide Civics 101, Rights and Responsibilities to our ELD students. Most of our ELD students are immigrants and refugees who are new to the United States. The class provides an overview of essential laws and practices that protect immigrants in the United States and covers the following topics:

- The First Amendment and the right to assemble peacefully
- The Fourth Amendment and the right to privacy from government intrusion
- The Fifth Amendment and due process
- The criminal justice system in the United States
- Renters' rights and legal actions
- Police and community partnerships

- How to interact with a police officer
- Laws in the United States
- Traffic laws, traffic stops, and citations
- Reporting crimes and emergencies
- When to call 9-1-1 and how to report a non-emergency
- Educational systems, compulsory attendance for K-12 students, and truancy
- Using public transportation (busses and trains)
- Neighborhood watch and community safety

Last year this class was taught in English and translated into six languages. The class will begin again in November 2018 and will be taught through April 2019. We expect 1580 of our ELD students to complete the class in the 2018–19 school year.

Citizenship

Since 2015, we have served more than 400 students in our Citizenship Preparation classes: 387 of them in the last three years and the 25 who are currently enrolled. In this class, our foreign-born students study and learn how to complete the N-400 application for naturalization and prepare for the United States naturalization interview. Since the interview has two components, Civics and English, the course covers the requirements for both. In Civics, our students learn the principles of American democracy and American government, and their rights and responsibilities as citizens. Our students practice reading, writing, and speaking in English while they role-play and prepare for the interview. Throughout the class, students also have access to legal advising through our community partner, Opening Doors. Below is a graph that shows the number of students who completed the citizenship class and became naturalized, obtaining legal US citizenship through our classes:

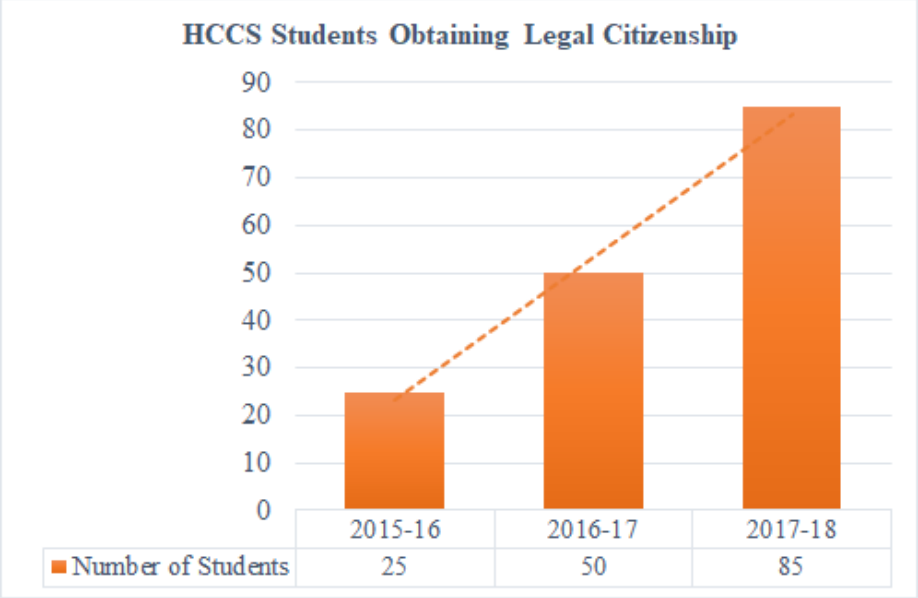

Since we started offering citizenship classes through our ELD program, the classes have grown each year. We have had over 400 students enrolled in our classes, but not every student completes the application or has the interview immediately following the course. Above is the data for our students who completed the process immediately following the class. In 2015–16 which was our first year offering the class, we had 25 students become legal citizens. That number doubled to 50 in the 2016–17 school year. Then in the

2017–18 school year, we had 85 students become naturalized legal citizens. For the 2018–19 school year, so far we have had six students become legal citizens. Since we started, that is a total of 166 HCCS students who have become legal citizens through the support of our classes.

At HCCS we are not only proud of the number of students who have become citizens, but we are also very proud of our students' pass rates. The national average is 91% and at HCCS our pass rate is 98%, seven points higher than the national average. With the success of this program, we have decided to expand it for the 2018–19 school year with additional teachers teaching the course and at more of our off-

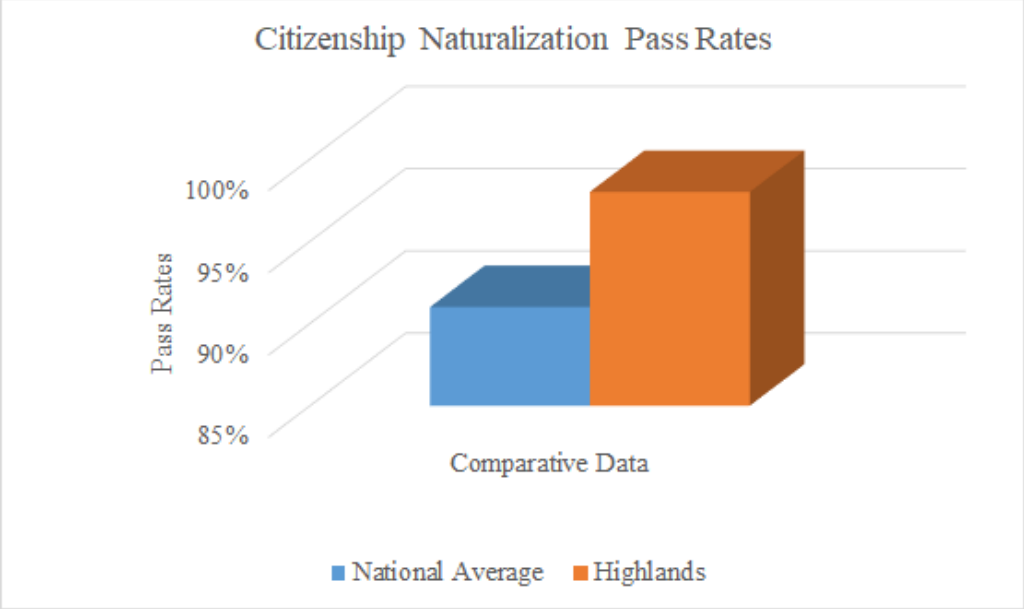

site locations.

Field Trips

At HCCS our teachers, students, and staff value getting authentic community experiences and actualizing their classroom knowledge in real-life situations. This is reflected in our Local Control Accountability Plan ("LCAP") data and budget. Every year, teachers take our students on engaging and educational trips outside of their traditional learning environments. Past field trips have included:

- Sacramento's State Capitol
- Sacramento Public Libraries
- A tour at Raley Field
- Sacramento River Cats baseball game
- Sacramento City College information sessions
- Resume workshops
- A 4th of July fireworks display in Old Town Sacramento
- The Crocker Art Museum
- Sutter's Fort and the State Indian Museum
- Career fairs
- The Sacramento History Museum
- Lighthouse Charter School
- Mission North Park

- A parenting class hosted by UC Davis' MIND Institute

Hundreds of our students have benefited from these field trips, and they have greatly contributed to our students' learning, cultural awareness, and community involvement and participation. Below you can see a previous ELD Conversation Club at the State Capitol:



Student and Staff Satisfaction Surveys

At HCCS we want to ensure that we are meeting the needs of both our students and staff. In order to understand what we are doing well and where we need to improve, we utilize student and staff satisfaction surveys.

Student Satisfaction

Every year as part of our LCAP we conduct student satisfaction surveys to measure connectedness, student learning, how students view staff, courses, and course materials. The following student satisfaction data is from the 2017–18 LCAP. Of our students, 726 responded in the student satisfaction survey, and the following graphs represent student feedback.

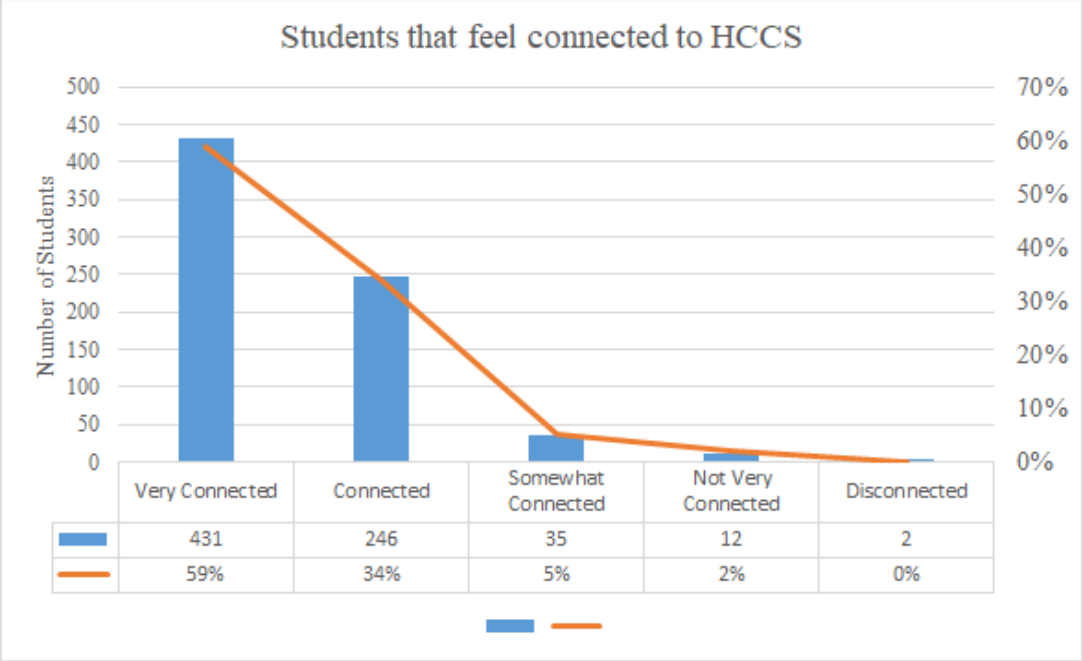
Students that feel connected to HCCS
Number of Students
500
450
400
350
300
250
200
150
100
50
0
70%
60%
50%
40%
30%
20%
10%
0%
Very Connected
Connected
Somewhat Connected
Not Very Connected
Disconnected
431
246
35
12
2
59%
34%
5%
2%
0%

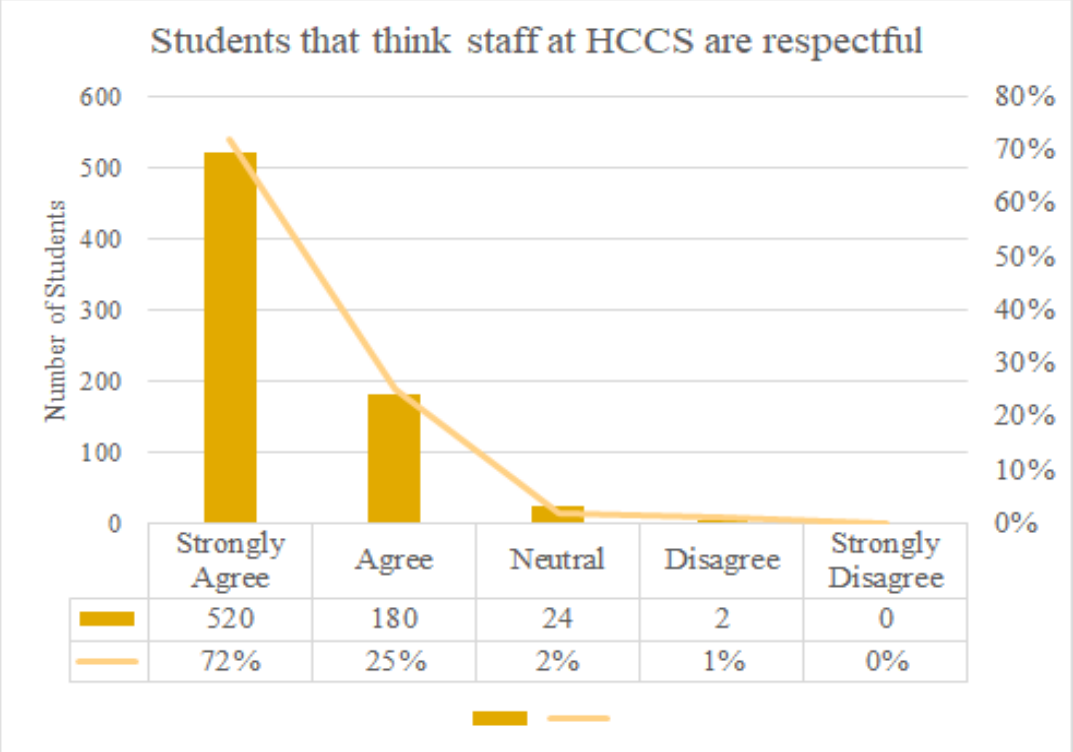
Students that think staff at HCCS are respectful
Number of Students
600
500
400
300
200
100
0
80%
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly Disagree
520
180
24
2
0
72%
25%
2%
1%
0%

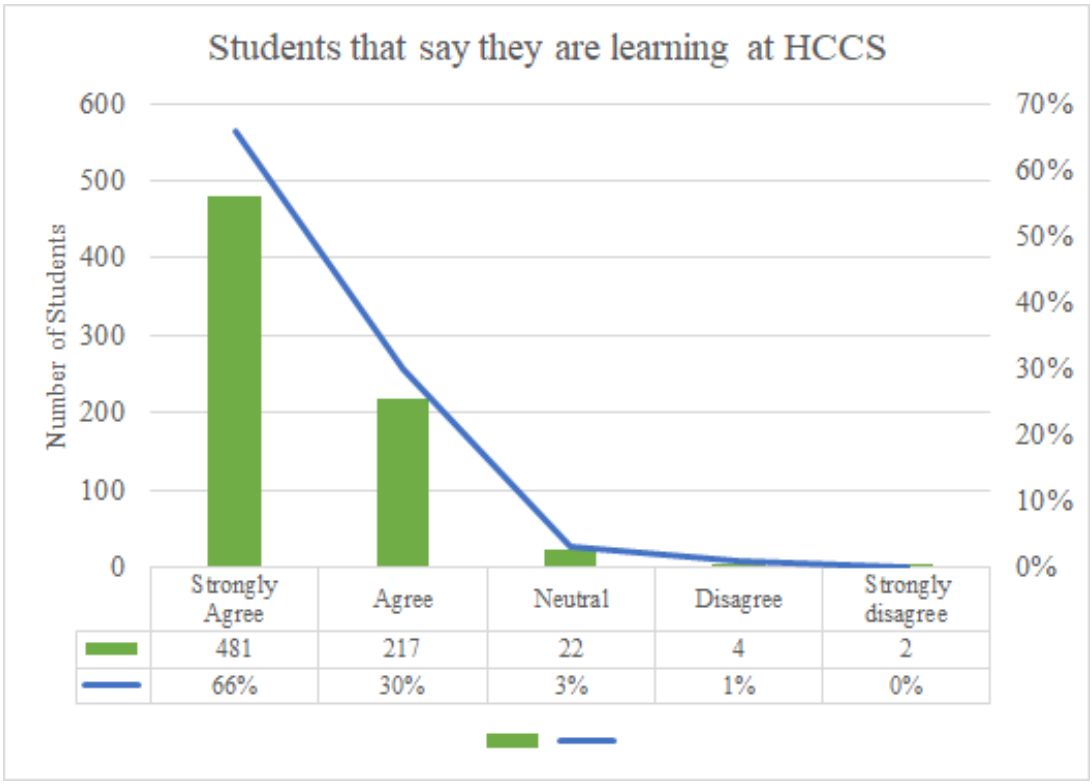
Students that say they are learning at HCCS
Number of Students
600
500
400
300
200
100
0
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly disagree
481
217
22
4
2
66%
30%
3%
1%
0%

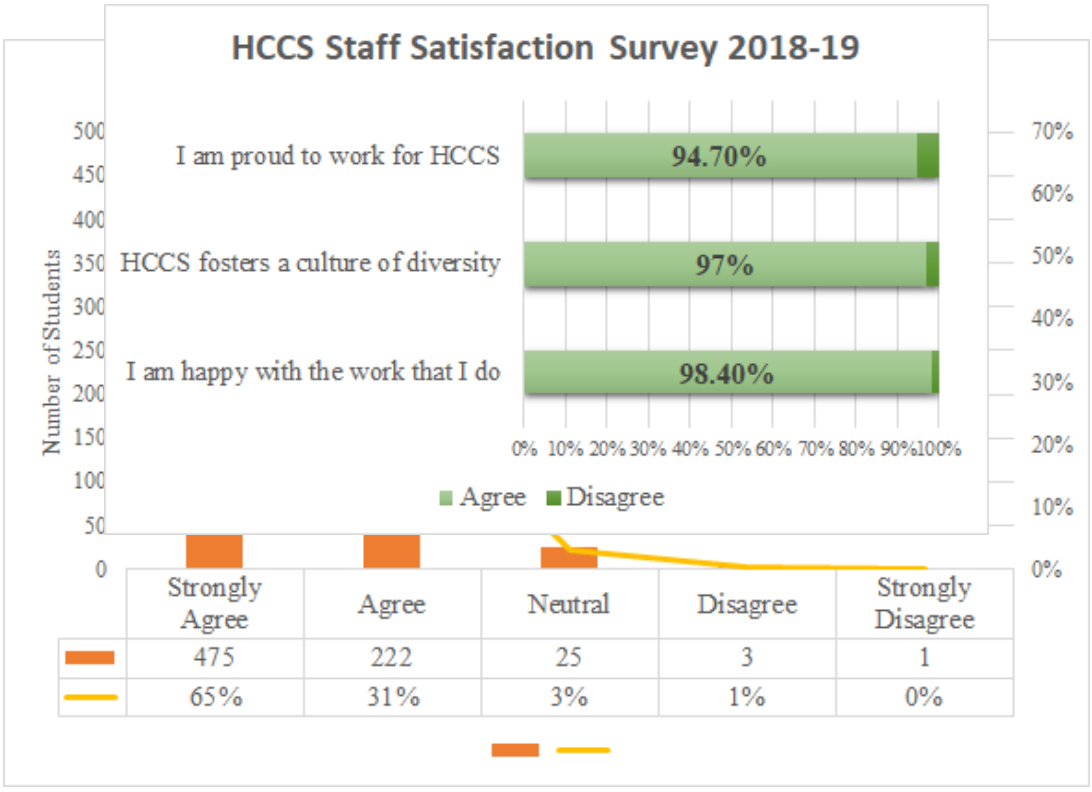
HCCS Staff Satisfaction Survey 2018-19
I am proud to work for HCCS
94.70%
HCCS fosters a culture of diversity
97%
I am happy with the work that I do
98.40%
0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%
Agree
Disagree
Number of Students
500
450
400
350
300
250
200
150
100
50
0
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly Disagree
475
222
25
3
1
65%
31%
3%
1%
0%

Staff Satisfaction

During the 2018–19 Staff Satisfaction Survey, 130 of our 154 staff were surveyed. The results reflected are the opinions of the 84% of our staff who participated. Of our staff who participated, 98.4% said that they either strongly agree or agree that they are happy with the work that they do while 97% of our staff agreed that we foster a culture of diversity and 94.7% said that they are proud to work for HCCS. Areas where we need to improve are related to technology. Of our staff surveyed, 66.2% said that technology issues are addressed in a timely manner, and 67% agreed that our Information Technology Department was open to employee ideas and suggestions. These surveys are essential to understanding our staffs' needs, and we look forward to improving our school and our staff experience and improving our Information Technology Department.

Challenges

We started HCCS in 2014 in response to the unmet educational needs of adults in our community. On our first day of classes, we started with 7 students and one site, and today we have 2,050 students enrolled and a total of 24 sites. We have grown very quickly, legitimizing how important we are in the communities that we serve. At HCCS we do our best to respond to the needs of our community. We have worked to adapt to the changing needs of our students as our student demographic has shifted from primarily serving ex-offenders in high school to serving immigrants and refugees in English Language Development/Citizenship and high school/CTE. Although we have many points of pride, primarily the success of our students, we recognize that as a school, we have areas where we need to improve.

At HCCS we have faced some obstacles in consistently implementing CASAS pre-tests and post-tests for some of our students at our satellite locations. We have experienced significant growth each year, and we have opened many new sites, which has created the need for a significant level of additional test proctors, computer technology, and internet access to maintain testing consistently. CASAS testing is a standard practice for most schools serving adults in California, it is mandated by WIOA that CASAS assessments are reported for adult participants, and it is one of our standard assessments; therefore, it is imperative that we improve our CASAS assessment practices. At HCCS we have made a significant organizational commitment to improving our testing practices schoolwide. We have increased the number of administrative staff, proctors, and teachers who are CASAS trained, and over the last two school years, we have hired five additional proctors as well as a Lead Proctor. All of our clerical administrative staff are currently CASAS certified. We are currently implementing a new CASAS testing schedule to ensure

that new students are tested each week at our satellite sites as part of their enrollment process and our proctor's CASAS schedule is going to ensure every site is retested every six to eight weeks.

At HCCS we are accountable to the California Department of Education to ensure that our students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and in many ways fail to understand the needs of alternative students. As a result, California Department of Education recognized alternative accountability measures for alternative schools. In March 2015, we adopted the Alternative Schools Accountability Model (ASAM) and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, we have been accountable to the California Department of Education and adhered to the indicators set forth by DASS.

1.3: HCCS Target Student Population

At HCCS our school's target student population is adults who are 22 years and older without a US high school diploma. We specifically serve adults who have been unserved by the traditional educational system in the United States. This includes students who have been unable to complete high school such as young parents and ex-offenders. It also includes English Language Learners such as immigrants and refugees. Our demographic data shows that we have students from 71 countries. The ten most represented countries at HCCS are Afghanistan, Mexico, United States, Ukraine, Russia, China, Vietnam, Syria, Moldova, and El Salvador. Women make up 65% of our student population At HCCS and men make up the remaining 35%.

We have two programs: high school and English Language Development. Career Technical Education (CTE) is part of our high school program and Citizenship is part of ELD program. Our ELD students are classified as elementary education students and are placed into either first or second grade. Our lower level ELD students are categorized as first graders while our higher level ELD students are considered second graders. All of our high school and CTE students are enrolled into grade 12.

Interests

Our students come to HCCS because they want a better life; they want to learn or improve their English; they want to continue their education; or they want a job. At HCCS our students have varied interests and goals. Some of them want to complete our English Language Development program to participate in our community and help their children with homework, while some of our ELD students want to improve their English enough to complete our program and then go to high school and on to college. For our high school students, their interests vary as well. Some of them want to graduate high school and a CTE program. For others, they want to finish high school and then move on to college or a career path. No matter their ultimate goals, all of our students come to HCCS because they want a better life for themselves and their families, and it is our pleasure to support them.

Backgrounds

At HCCS our student population is diverse and so are our students' backgrounds and stories. However, there are some similarities that our students share. Over 90% of our students qualify as socioeconomically disadvantaged.

Our refugee students are primarily from Afghanistan, Syria, and Iraq. Men from Afghanistan tend to have a stronger educational and employment background than women and have higher literacy rates. Men also tend to score higher on our initial assessments in reading, writing, speaking, and listening. Many of the

men from Afghanistan were engineers who worked with the US Army and were granted a Special Immigrant Visa because their lives were in danger after working with Americans. This also results in Afghan men having higher fluency in English than women, on average. The majority of women from Afghanistan were stay-at-home mothers, even those who graduated from a university. Most of the women from Afghanistan completed some primary education; although, many are illiterate in their first language, and some had never attended school before coming to HCCS. This is especially true for the women from the rural Southwestern regions of Afghanistan where Pashto is spoken.

Our high school and CTE students come primarily from two groups. Most of them are from the United States with the majority of that group being native to California. These students have a variety of backgrounds from race and ethnicity to academic and behavioral backgrounds. The other main group of high school students are students who come directly from our ELD program. Our students who have attended high schools in the United States had to leave school for many different reasons. Some had to leave to work and contribute to their families at home. Others were suspended or expelled and asked not to return. There were others that left because they found school too difficult or boring. Our ELD students who come to the high school and CTE programs often have different reasons for completing a high school or CTE program. Many of them already have at least a high school diploma from their home country, but they need a United States high school diploma to develop their lives and careers or further their education. There are some ELD students who have very little education from their home countries as well. These students take ELD classes and blossom into students who believe they are capable, and they move on to high school/CTE.

Student Challenges

Our student population is unique and our students face many challenges. The majority of our students are socioeconomically disadvantaged and lack access to reliable transportation, computer technology, and childcare. Below is a graph that shows our students who are eligible for free or reduced lunch:

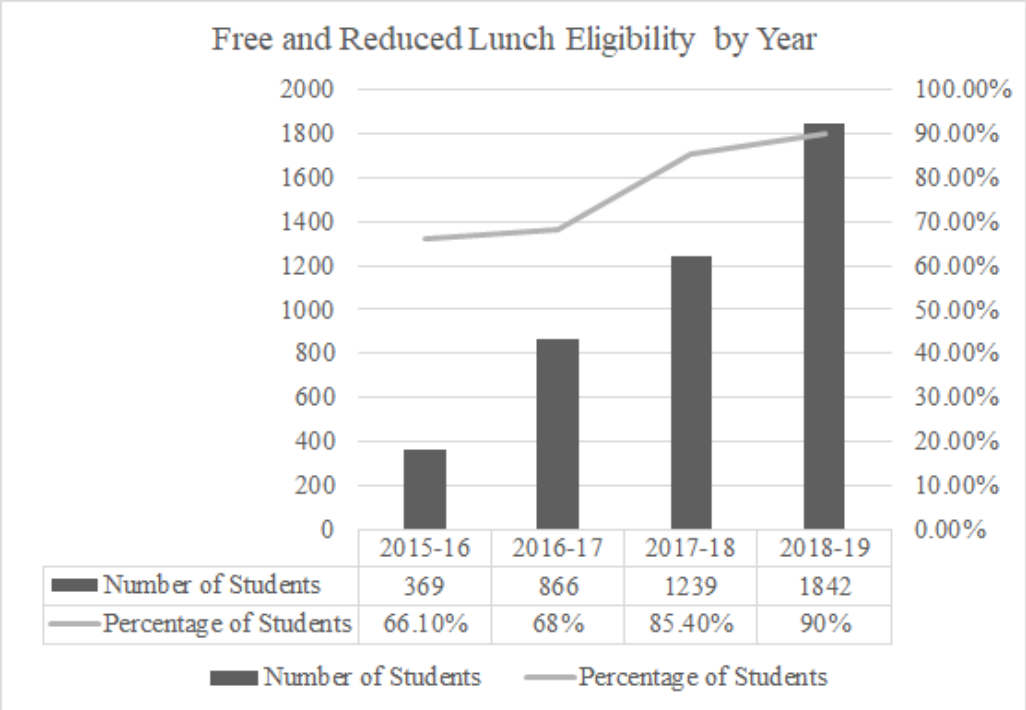

Our free and reduced lunch eligibility has been tracked in CALPADS over the last four school years and shows that since we first started tracking in the 2015–16 school year, our socioeconomically disadvantaged population has grown both numerically and by percentage of our population. In 2015–16 it is documented that we had 369 students who qualified for free and reduced lunch. Then in the 2016–17 school year, the number increased to 866. In the 2017–18 school year, that number increased by 473 to 1329. In 2015–16, 66% of our students qualified for free and reduced lunch, and we currently have 1842 of 2050 or 90% of our student population qualifying. This data indicates that each year we are serving more students who require access to services.

Many of our students have struggled with addiction, homelessness, and the social-emotional impacts of those and many other challenges. Some of our students are ex-offenders. Our students who have been incarcerated face a great deal of adversity re-entering school and trying to find employment and often lack the educational skills they need to succeed in an academic setting. These students are often deficient in academic skills and require remedial courses. Below is a graph that shows the number of homeless students at HCCS:

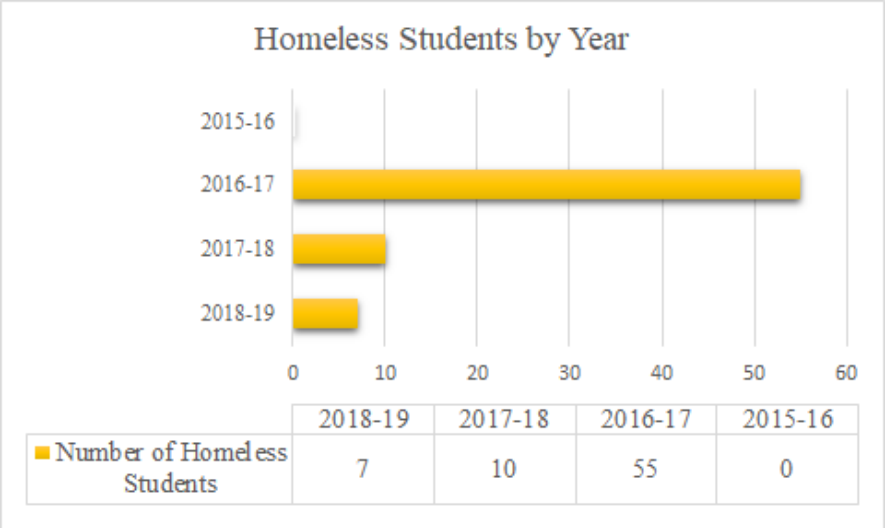

Because of the social stigma associated with homelessness, it is often underreported by students. There is also the critical issue of defining it. For our reporting purposes, we consider a student to be homeless if they are living on the streets, in shelters or cars, or in a temporary living situation without a fixed address. Many of our students who are temporarily staying with friends or family until they can "get on their feet" do not report that they are homeless.

Many of our students also lack access to many basic items such as food, clothing, diapers, books, and school supplies. Our students are also very busy and have a limited amount of free time. Our students are often adults with families, and many of them are employed while juggling several responsibilities.

Our refugee population also faces many challenges. Many of these students come to the United States with very low English fluency, some of whom lack literacy in their first language. Below is a graph that shows our students' average level of education by country:

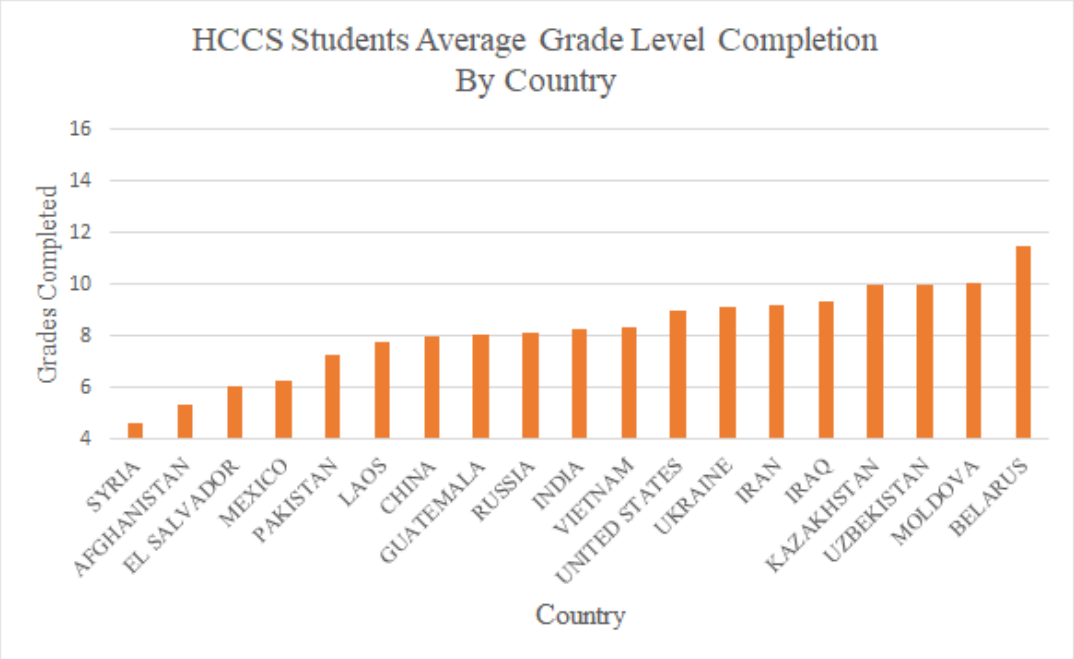

All of our students come to us with a different level of education, but this is the average level of education of our students by country. It includes students in both our ELD and our high school programs. Our refugee students from Syria and Afghanistan tend to have the lowest level of education on average while our students from Kazakhstan, Uzbekistan, Moldova, and Belarus have the highest average level of education. It is also important to consider that these are averages. Many of our immigrant and refugee students have no formal education, yet some are college graduates. Below is a graph that shows our students' level of education by country and gender for our refugee populations:

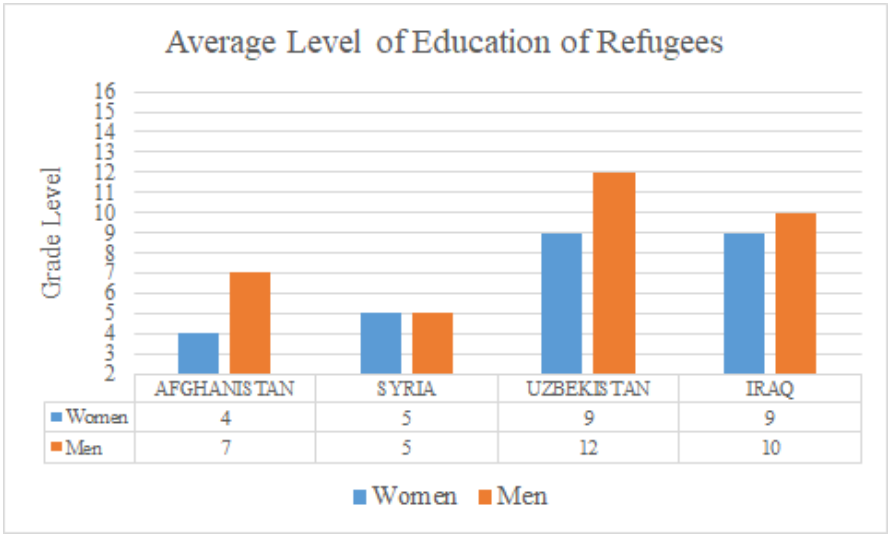

At HCCS the majority of our students are English learners. In fact, of the 2,052 enrolled, 1767 qualify as English Learners. Of those students, we have more students from Afghanistan than any other country, and the majority are women. As depicted in the graph, women from Afghanistan come to us with very little formal education. This change in our demographic has led us to increase the number of ELD literacy courses and beginning ELD courses to meet the needs of our students. Both men and women from Syria have very little formal education with an average grade level completed being five years. For our students from Afghanistan and Syria, it is imperative that we provide them with literacy tools because many of these students lack literacy in their native language. Our students from Uzbekistan and Iraq tend to have higher levels of education on average. In Uzbekistan women have an average of 9 years, while men have an average of 12 years. In Iraq women also have an average of 9 years and men have an average of 10.

These students not only struggle with language fluency, but also adapting to the new customs, culture, and meeting their basic needs. The majority of our refugee students depend on the Department of Human Assistance for financial support while they transition from being unemployed to being employed. Many of them also have very large families and struggle to find childcare.

In response to our students' needs and the challenges they face, we provide the following services:

- Free bus passes to our students for each day of attendance
- Access to computers and computer labs
- Free play care for potty-trained, non-school-aged children at Grand Avenue, Maple/St. Rose, Holy Cross and coming soon to Capitol Christian (children must be potty-trained and be up-to-date on immunizations)
- A clothing closet at Grand Avenue and a mobile clothing closet that provides free, gently used clothing to our students
- A small food pantry where students can get free shelf-stable food
- A Homeless Services Program who connecting students to community resources
- A library at Grand Avenue where students can get books
- Counselors who assist students with both academic and personal advising
- Free basic school supplies for all of our students
- A Career Success Center where students can get help with resumes and applications
- Literacy support and remedial reading classes
- ELD Navigators who help our ELD students transition into high school and CTE
- Citizenship classes
- Supplemental services to our students through our community partnerships and external CTE programs such as Asher College and Cosmos Beauty Academy
- Student support groups

Exclusive Partnerships

One way that we meet the needs of our students is through community partnerships. We have exclusive partnerships with Greater Sacramento Urban League (GSUL), Opening Doors, Asian Resources, Inc. (ARI), and Bach Viet. Our partners work to improve educational and employment opportunities in underserved urban communities to enhance the workforce and the local economy. At HCCS we provide instruction to students exclusively in partnership at no cost to our partners or our students. Our partners notify students about opportunities to participate in our program and provide students with details of the terms required for participation. Through these partnerships, we are able to reach more students and have a larger community impact.

Workforce Innovation and Opportunity Act

In 2014, the US Department of Labor signed the Workforce Innovation and Opportunity Act (WIOA) into law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs. At HCCS we applied for a WIOA grant and received one for the 2017–18 school year and for the 2018–19 school year. We have used this $360,000 grant to fund positions such as the Reading Specialist and test proctors to assist our students in literacy and testing. It provides us additional funding for technology. Last year, we purchased 330 laptops, laptop carts, and computers. This year, we plan to purchase 650 computers. Through our exclusive partnerships and funding, we are able to support our students where they truly need it most: through reading support, assessment, and access to technology.

HCCS complies with Ed. Code 47605.1(g) which requires our charter school provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 2810 et seq.), now known as WIOA. All students may only be admitted under the terms of an exclusive partnership agreement. These partnership agreements have a requirement that students must not qualify for WIOA youth services, which inherently limits students to 22 years of age or older that we may collect apportionment funding.

Under Education Code 47605.1(g), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

1.4: Five-Year Enrollment Rollout Plan

	Enrollment Rollout Plan					
		2019–2020	**2020–2021**	**2021–2022**	**2022–2023**	**2023–2024**
ELD	**1**	1481	1721	1981	2282	2643
	2	112	130	150	172	199
High School	**12**	258	299	344	396	458
	Total	**1850**	**2150**	**2475**	**2850**	**3300**

Goals and Philosophy

1.5: Alignment of Educational Program with Vision/Mission with Student Population

Motto: It's never too late!

Vision: Our vision is to eradicate educational inequality.

Mission: We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.

Schoolwide Learner Outcomes:

1. Students will demonstrate measurable achievements each term through assessment.
2. Students will make progress toward their career goals.
3. Students will use technology to communicate for personal and academic use.

Our motto is "It's never too late" because at HCCS it isn't too late for our students to achieve their goals. It isn't too late for them to learn English, get a high school diploma, complete one of our career technical education programs, or to start a career. Our students are adults who do not have a US high school diploma and are 22 years old and older. Our students come to us from all over the world and for many of them HCCS is the first school they have ever attended. We support and encourage them that no matter what their educational background is or where they are from, it isn't too late for them to build a better life and future for themselves and their families through our English Language Development and high school/CTE programs.

At HCCS our vision is to eradicate educational inequality. We believe that education is a human right, and we recognize that there is inequality in systems of education not only in our community but also in our country and around the world. There are many factors that contribute to educational inequality. Among them are country of origin, social class, family history and values, and gender. Our students are primarily from economically disadvantaged countries, communities, and families. Our vision is to end inequality for the people who need it the most: those without access to English, good teachers, classes, programs, schools, and technology. We understand the need for equity in education, and we are passionate about our vision and creating equal access.

Our mission states that we are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change. At HCCS we are truly a diverse community of staff, teachers, and administrators who are advocates for social change. Our student population is comprised of educationally unserved adult students 22 years old and older without a US high school diploma. Our students are non-native English speakers, immigrants, refugees, the socially and economically disadvantaged, students who have been unserved by the traditional educational system, marginalized groups, ex-offenders, and community members who have been displaced by traditional schools. Although we recognize that our students have many unmet needs, we concentrate our efforts on four critical areas: education, technology, communication, and career readiness. At HCCS we have developed excellent relationships with our community members and other community organizations. Currently, we have 18 community partners who work diligently alongside us to support our students. We believe that by providing access to education and employment, our students are empowered with the resources to become self-sufficient problem-solvers who can break generational cycles of poverty.

At HCCS we have three Schoolwide Learner Outcomes. Our first is that students will demonstrate measurable achievements each term through assessment. Our second is that students will make progress toward their career goals. Our third and final outcome is that students will use technology to communicate for personal and academic use. Many of our students enroll in our programs deficient in English, academic content, verbal and written communication, and technological skills. We are driven to ensure our students make progress in their academic subject areas, employment and career goals, and in their levels of technological ability.

We believe by offering educational programs for adults who are 22 years old and older and do not have a US high school diploma, we are working towards eliminating educational inequality. The programs and classes we offer are in response to the needs of our students and the needs of our community. We are passionate about equity in education and issues surrounding social justice, and we have an important role

to play in rectifying an equitable educational community. At HCCS we believe in our students; we believe in our community; and we believe that "it's never too late."

1.6: Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate, and balanced in knowledge of core subjects, communication, career readiness, and the use of technology. HCCS students are able to use their intellects to their fullest capacity. Our students become empathetic, collaborative members of the community and are motivated to set and achieve personal, academic, and/or career goals. We develop students who demonstrate proactive empathy towards others through respectful and productive communication. Our teachers guide students to view themselves as global citizens who are empowered and responsible for making positive changes in the world and within the immediate environment. Accordingly, the educated person in California in the 21st century is literate in English and possesses the ability to communicate and function competitively and productively in the workforce and higher education classroom.

Our students seek understanding and peace within a multi-age, multicultural classroom and appreciate and protect the rights of others to do likewise. We proudly participate in helping our students develop personal habits leading to a healthy lifestyle that includes balancing academics, leisure, work, family, and community. Students who have had few opportunities with technology learn how to utilize technology as a tool to succeed within our community.

Our students are SCHOLARS and are proficient in English, Math, Science, and Social Studies/History. As members of the California community, our students communicate effectively and contribute to the world around them. Our students are ready to tackle the challenges and rigor of the college classroom and in many ways are better prepared to share, accept, and challenge new ideas.

Our students are HEALTHY PHYSICAL BEINGS and are knowledgeable of and practice good nutrition, safety, and a healthy lifestyle. We watch them develop habits of physical discipline and health management in ways that provide pleasure, stress release, and fitness.

Our students are COMMUNITY MEMBERS and are able to collaborate with others, cooperate on projects, and manage and resolve conflicts through the communicative tools learned in our classrooms. Our students are motivated and ready to provide meaningful service to others and make significant contributions with developed talents. We proudly send our students into the workforce confident that they will succeed because of the communication, collaboration, and competency they have developed.

Our students are CITIZENS OF THE WORLD and understand the basis of our constitutional democracy and the rights and responsibilities of all, and stay informed on important political, social, and environmental issues. We integrate our very diverse student population within our classrooms and campuses to help develop citizens who are informed regarding other political, social, and cultural systems and who seek to understand and co-exist peacefully.

Our students are MEMBERS OF AN INCREASINGLY TECHNICAL AND INFORMATION-BASED WORLD and, as such, are competent and comfortable using a wide variety of technology as an integral part of life and are open to embracing new alternatives as they become available.

1.7: How Learning Best Occurs

Student learning best occurs at HCCS when our students are successfully connected to the materials and curriculum. Through repetition and exploration, our students explore various concepts and ideas through materials that are designed to promote self-confidence and independence. Students are encouraged to manage and track their own progress by self-checking their work. Tapping into prior knowledge, our students' learning is enriched by the repeated use of materials and reinforcement of familiar content. Teachers blend learning modalities as students learn about Math and Consumer Economics, Life Science, Civics and Consumer Resources, Health and Independent Living, Technology and Computer Literacy, etc. Learning best occurs when our students engage in research and high-level thinking activities. Further, learning is made available as ideas are presented, shared, discussed, and evaluated. Appealing to the whole individual, we place a strong emphasis on creating aesthetically-pleasing classroom environments where students feel safe and secure. Building trust and confidence is another piece that helps connect our students to the materials and curriculum. When our students are offered a safe environment where they can be challenged and successful, they are able to reach their full potentials.

HCCS believes that learning best occurs when:

- students are actively engaged in meaningful tasks,
- a connection is made between what students learn and the real world in which they live,
- individual plans and support is an intrinsic part of the educational program,
- students have some choice in the structure of their own projects and plans,
- work is accomplished individually and as members of a group,
- activities are integrated and meaningful,
- work is developmentally appropriate, leads to success, and is progressively complex,
- meaning is constructed from experiences,
- students are encouraged and expected to learn,
- coaches, mentors, family members, and advocates support the learners,
- students are encouraged to help others learn and to learn from others, and
- students are educated year round.

HCCS is committed to the goal of developing self-motivated, competent, life-long learners. Our curriculum is designed to promote individual initiative, critical thinking, self-reliance, intra- and interpersonal awareness and community involvement.

We incorporate several instructional strategies and learning theories into our teaching practices that are best suited for adults. We recognize that adults have unique learning needs and abilities and we work to engage and challenge our students at every level. Differentiated instruction, content-based instruction, and theme-based instruction ensure that our adult students at different ability levels are engaged. This is important at HCCS because our classes are multi-level. We also use student-centered instructional techniques to ensure that learning objectives are aligned not only to curriculum objectives but also to our students' needs. One key component in student-centered instruction is building on prior knowledge and understanding our students' backgrounds, strengths, and weaknesses. At HCCS our students have very different backgrounds with a variety of skills. It is important that we understand our students' backgrounds, skills, and abilities to help them achieve their goals. We also use project-based learning, a dynamic student-centered approach that engages students to explore real world problems through active learning in long-term, theme-based projects. We engage our students with real and complex problems because our students have real and complex problems. It is imperative that we develop problem-solving and critical thinking skills in our students to ensure that their best learning occurs.

1.8: HCCS Annual Goals and Actions

LCFF STATE PRIORITIES	
GOAL #1	
A reputation in the community for providing quality academic, English language development, and career education to adults who lack a U.S. high school diploma	Related State Priorities: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐
Specific Annual Actions to Achieve Goal	
1. Under the guidance of our Executive Director, HCCS expanded current and new partnerships with Commations unity Based organizations: Asian Resources Inc., Council on American Islamic Relations California, Russian Baptist Church of Bryte, Sacramento Area League of Associated Muslims and the California Black Chamber of Commerce Foundation. 2. HCCS has partnered with various advertising and media outlets such as Afisha Media Group, Jay King, Russian American Media, The Crescent, KSFM, and Ukraine Relief, to reach more potential students. A Back to School open house was held in Fall 2017 to provide resources and information about HCCS and community partners. 3. New student orientation is held weekly at the main campus and some off sites. All new students receive an "It's Never Too Late" t-shirt upon enrollment to promote school unity and pride. Students also receive supplemental supplies in their classroom such as supplies for project-based learning.	
Expected Annual Measurable Outcomes	

Outcome #1: Collaborating with community-based organizations has allowed us to reach students who are in need of quality educational programs. HCCS' ADA is 1250 and has earned an alumni rating of an "A" from former students and graduates' survey.

Metric/Method for Measuring: Average alumni and student rating

Applicable Student Groups	Baseline	2019–2020	2020–2021	2021–2022	2022–2023	2023–2024
All Students schoolwide	1245 students "A" rating	"A" rating	"A" rating	"A" rating	"A" rating	"A" rating

GOAL #2

Provide a great student experience in solving barriers to education such as ability to attend

Related State Priorities:

1 ☐
2 ☐
3 ☒
4 ☐
5 ☒
6 ☒
7 ☐
8 ☒

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal

1. HCCS provides daily bus passes to our students at each of our 23 sites throughout the greater Sacramento region.
2. HCCS has designated a certificated teacher to work part time to coordinate homeless services and housing resources for our student populations.
3. HCCS has placed water dispensers at all of our school sites so students may access filtered hot and cold water throughout the day. Nutritional boxed lunches were provided at numerous sites to our students at no cost throughout the school year.
4. HCCS offers site-based learning with some additional field trips which were paid for from base funds.
5. HCCS partnered with Mental Health California to provide "Mental Health First Aid" training to staff and students. One staff member is attending the California Consortium of Addiction Programs and Professionals (CCAPP) Academy to become a substance abuse specialist and provide support to

students. Four school counselors also provide day-to-day mental health support.

Expected Annual Measurable Outcomes

Outcome #1: HCCS presently provides play care, free bus passes, employment services, mental health resources, housing resources, and clothing closets. Our goal for attendance was 64%, and we are on track to approach 75%.

Metric/Method for Measuring: Average daily attendance (increase by approximately 3% annually)

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	67%	67%	70%	73%	75%	78%

GOAL #3

Support students and alumni to meet their educational and employment goals

Related State Priorities:

1 ☐
2 ☐
3 ☒
4 ☐
5 ☒
6 ☒
7 ☐
8 ☒

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal

1. HCCS invested in 21 paraeducators to support all high-needs students. Four full-time and three part-time paraeducators who assist in seven classrooms were added this year.
2. Two Transition Specialists provide comprehensive career coaching services to current students and alumni. Two college transfer fairs with Sacramento City College were held to assist students with their transition to college and navigating financial aid. Four school counselors also work with students on setting goals, career exploration, and other career and college counseling services.
3. Students are recognized for perfect attendance on a weekly basis to promote students persistence. A student rally was held in the spring at the Grand Avenue campus to recognize student achievement.
4. A peer mentor provides follow-up services for our alumni students and provides resources and assistance with transitioning out of high school and into colleges and careers.
5. HCCS provides assistance with exams for California Department of Education Credentialing, Cosmetology, CPR certification for students, Department of Motor Vehicles and Department of Transportation Physical Examination fees for Truck Driving Career Technical Education participants.

Expected Annual Measurable Outcomes

Outcome #1: HCCS has supported student and alumni achievement by investing in additional paraeducators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our schoolwide GPA goal of 2.77 to 2.44. HCCS is on course to meet our high school graduation goal of 40%. We exceeded our goal of 60% for non-exempt alumni gaining and maintaining employment with 59%. And 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%.

Metric/Method for Measuring: Number of students with either clear goals, GPA, graduation rates, alumni employment and college enrollment rates

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	99% of students identified a goal GPA 2.77 HS graduation rate [40%] Alumni employment [59 %] College enrollment rate [19%]	95% 2.80 40% 59% 19%	95% 2.85 43% 62% 20%	95% 2.85 45% 65% 23%	95% 2.85 50% 65% 25%	95% 2.85 55% 65% 25%

GOAL #4

Students will become productive members of society.	Related State Priorities: 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☒ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐

Specific Annual Actions to Achieve Goal

1. Students traveled off site to a Winter Festival with their children. They were exposed to different cultures and volunteered with their children and other students' children. Students also received a financial literacy course on-site through Sierra Central Credit Union.
2. Student Leadership meetings are held monthly, and these students are tasked with fundraising, budget advisory, and special events. ELAC and LCAP advisory meetings were held for stakeholder input and feedback.
3. New relationship with federal parole was developed, our Transition Specialists attend on a regular basis and provide services to ex-offenders. Two Transition Specialists also provide ongoing support for our ex-offender students.

Expected Annual Measurable Outcomes

Outcome #1: HCCS provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Metric/Method for Measuring: The percentage of long-term students participating in service learning, the total number of members of Student Advisory Committees, the suspension and expulsion rates (which will be reflected on its own in the 2019-2020 LCAP), and ex-offender known recidivism rate

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

All Students schoolwide: (Service Learning, Advisory, Suspension, & Expulsion) Ex-offender Students (Recidivism rate)	29% of long-term students participating in service learning @ 1x/year 15 max student members of Student Advisory Committees Suspension rate 0% Expulsion rate 0% Recidivism rate N/A	30% 15 0% 0% N/A	30% 15 0% 0% N/A	30% 15 0% 0% N/A	35% 15 0% 0% N/A	35% 15 0% 0% N/A

GOAL #5	
Support parents in their support of America's next generation	Related State Priorities: 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐
Specific Annual Actions to Achieve Goal	

1. No-cost childcare for students was expanded to one site with high school and elementary education. A part-time teacher was hired to provide education and development activities to preschool-aged children.
2. A teacher was hired to provide parent education part time to our elementary English language learners as well as to our high school students.

Expected Annual Measurable Outcomes

Outcome #1: Of the 79% of HCCS's students who have children, 67% are actively parenting. Our expansion of play care programs and summer camp activities provide a rich learning environment while allowing their parents to attend school. HCCS' partners with both Twin Rivers Unified School District and Family Hui program to provide supplemental parent education programs.

Metric/Method for Measuring: The number of HCCS student/parents served and the number of TRUSD parents served

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide:	1552 HCCS's student/parents 1052 TRUSD student/parents (currently 67%)	45% Targeted	45% Targeted	45% Targeted	45% Targeted	50% Targeted

GOAL #6

HCCS will actively support the economy of the community and California by assisting low-income students in obtaining livable-wage careers.

Related State Priorities:

1 ☐
2 ☐
3 ☐
4 ☒
5 ☐
6 ☐
7 ☐
8 ☐

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal
1. A teacher on special assignment along with some CTE teachers continued to work developing new courses, aligning our current Career Technical Education pathways and exploring new programs such as a Digital Media program via the Arts Media and Entertainment pathway. Exploration of a culinary and entrepreneurship program for students and how this might become a pathway. We continue to offer child care careers, entrepreneurship, cosmetology, Information Technology, office careers, and Truck Driving where students can earn a Class A License. 2. Equipment to expand and enhance our current CTE programs including supplies for Child Development and Truck Driving.
Expected Annual Measurable Outcomes
Outcome #1: HCCS is committed to student success and providing opportunities to obtain a livable-wage career. HCCS provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education Careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Cosmetology, Manicuring, Entrepreneurship, and Culinary Arts. **Metric/Method for Measuring**: CTE program participation and completion rates of long-term students

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
CTE Students	7% CTE participation rate 31% CTE completion rate	12% 36%	17% 41%	22% 46%	27% 51%	32% 56%

GOAL #7	
Support adult immigrants in becoming part of the United States of America by helping them learn English, citizenship, civics, and other relevant basic skills and knowledge.	Related State Priorities: 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐

	2 ☐

Specific Annual Actions to Achieve Goal

1. HCCS has significantly increased our certificated ESL staff and elementary program through base fund expenditures. Supplementary classes such as conversation, computer literacy, and phonics are funded through supplemental and concentrated funds.
2. Our focus as a school has shifted towards transitioning students into our High School Completion program from our ELD program. We continue to provide HiSET instruction at our Maple campus. The instructor at Cosmo Beauty Academy provides instruction in Spanish in all academic subjects to individual students as required.
3. Three Bridge classes are taught to assist English Language Learners with the transition into our High School Completion program. We have 30 students who have been promoted this year. HCCS has also assisted 76 students in obtaining their United States citizenship through our Citizenship English Language Development courses.

Expected Annual Measurable Outcomes

Outcome #1: We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment, exceeding our goal of 52%. Shifting significant resources and obtaining additional paraeducators has been highly effective.
Metric/Method for Measuring: The percentage of long-term English learners who make "significant progress" (expected 30pt gain annually) on the CASAS Reading, Listening, and Math assessments, HCCS Writing and Speaking assessments and ELD rubrics.

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
English language learners	52% of English learners made significant progress (max. 30 pt. gain) on assessments	52%	55%	55%	58%	60%

GOAL #8	
HCCS will have excellent teachers.	Related State Priorities: 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐

	8 ☐
	Local Priorities: 1 ☐ 2 ☐

Specific Annual Actions to Achieve Goal

1. There are 38 teachers in the Designated Subjects credentialing program with the San Diego County Office of Education. Three teachers are also going through the Sacramento County Office of Education Teacher Induction Program. We currently support nine mentors for the Designated Subjects Program and two mentors for the Teacher Induction Program. A teacher on special assignment continues to coordinate and support the mentor teachers.
2. One Thursday per month, two hours are designated for professional development. A three-day professional development session is held twice per year. Staff are surveyed annually to address professional development needs that will be addressed at a professional development retreat. Lead teachers also design and implement professional development for their peers. Teachers attend various technology conferences.

Expected Annual Measurable Outcomes

Outcome #1: HCCS exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to HCCS with master's degrees and a wealth of teaching experience but need their Designated Subjects Credential.

Metric/Method for Measuring: The number of teacher misassignments, the percentage of elementary and secondary teachers without a credential

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	The # of teacher misassignments is 0 The percentage of elementary and secondary teachers without a CTC credential is 19%	0 19%	0 15%	0 10%	0 10%	0 0%

GOAL #9

A safe school environment that is conducive to student learning.	Related State Priorities: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐

Specific Annual Actions to Achieve Goal

1. A Facilities Manager was hired to address our expansion and also update our existing facilities. Our Facilities Manager has coordinated repairs, painting, updates, moves, and implemented safety standards across our maintenance department.
2. Upon the recommendation of our authorizer, School Safety was reclassified as a base funding expanse. A Security Patrol Officer was hired at one site at the request of unduplicated students.

Expected Annual Measurable Outcomes

Outcome #1: Throughout our various locations, all staff have been trained in sexual harassment; many have received training in CPR and the Catapult Safety Systems in partnership with the TRUSD. Proposition 39 has provided funds to significantly improve exterior/interior lighting.

Metric/Method for Measuring: The overall School Accountability Report Card (SARC) facilities rating

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	The overall School Accountability Report Card (SARC) facilities rating of good with an average safety rating of 4.2	4.2	4.5	4.8	5	5

GOAL #10

Curriculum and instruction materials that support student success including appropriate technology	Related State Priorities: 1 ☒ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐

Specific Annual Actions to Achieve Goal

1. A teacher on special assignment has worked with individual teachers and sites to promote instructional excellence, Common Core State Standard implementation, and content specific standards. The teacher on special assignment has developed resources to support instruction and promote student learning as well as supported teachers through coaching, modeling, and professional development. In addition, the teacher on special assignment has provided teachers support for students with 504 plans via professional development and technical assistance in the areas of curriculum, instruction, and compliance.
2. Supplemental and concentration funds were used to purchase 90 laptops, 4 charging stations, and 150 headphones for students. WIOA grant money was leveraged to purchase 195 additional laptops, 145 headsets, 100 computer mice, and 8 charging stations.
3. HCCS purchased English Language Development workbooks and Cambridge readers. *Keys to Algebra* was purchased to supplement high school algebra.
4. Science lab supplies were purchased for our science classrooms.

Expected Annual Measurable Outcomes

Outcome #1: A teacher on special assignment has worked with teachers and paraeducators to promote instructional excellence, Common Core standards implementation, and content specific support. The teacher on special assignment has developed resources to support instruction and promote student learning.

Metric/Method for Measuring: The percentage of curricula that is aligned with California State Standards and the percentage of students who have access to sufficient instructional materials. Student success is measured by "significant progress" on the CASAS Reading, Listening, and Math assessments, HCCS Writing and Speaking assessments, HS and ELD rubrics, course completion and level advancement, program completion, and graduation rates.

Applicable		2019-	2020-	2021-	2022-	2023-

Student Groups	Baseline	2020	2021	2022	2023	2024
All students schoolwide	100% of curricula aligned with California State Standards	100%	100%	100%	100%	100%
	100% of students have access to materials	100%	100%	100%	100%	100%

1.9: How the Goals of the Program Enable Students to Become Self-Motivated, Competent and Lifelong Learners

At HCCS our goals are to enable students to become self-motivated, competent, and lifelong learners. By removing barriers to education, assisting our students in achieving their goals, and in helping our students to obtain livable-wage jobs, we inspire our students and provide the tools for them to be self-motivated. In order for our students to be competent, we support them with materials, resources, and quality instruction. We also support our students to be competent in technology by providing them with access to laptops, computers, and the basic computer skills necessary for the 21st century. For our students who are also parents, we provide free play care for their potty-trained, non-school-aged children. We want our students to be lifelong learners who are great parents, critical thinkers, and problem solvers who are productive and active members of society. To encourage our students in their lifelong learning, we integrate our immigrant population to be part of the United States and part of our community, to learn English, and to become civic-minded people engaged in local events. Additionally, we have provided valuable training such as CPR to ensure lifelong safety. Our goals ensure that we are supporting our students in areas where they need it most by providing access to the tools and resources they need in order to reach their goals.

Instructional Design

1.10: Overall Curricular and Instructional Design Informed by Key Educational Theories and Research

HCCS Curriculum Standards

We are a very unique school in that while we serve adults, we are teaching content at many levels. Within our ELD and high school programs, we teach: reading, writing, speaking, listening, math, science, technology, health, civics, and social science, often integrating several subjects into a single lesson. In order to meet the California Common Core State Standards, ELD standards, and all of the adult education standards, our curriculum was developed and adapted in alignment with seven sets of standards:

- California Common Core State Standards (CCSS)
- California English Language Development Standards (CA ELD)
- California English-as-a-Second-Language Model Standards for Adult Education (CA ESL MSAD)
- Comprehensive Adult Student Assessment Systems (CASAS) content standards and competencies
- Workforce Innovation and Opportunity Act (WIOA)
- Western Association of Schools and Colleges

- National Reporting Systems (NRS) standards for English as a Second Language (ESL) Educational Functioning Level Descriptors

Our content and themes are based primarily on the California Common Core State Standards and the Comprehensive Adult Student Assessment System content standards and competencies. The remaining standards were integrated into the leveled objectives by program and subject. Our curriculum objectives are the foundation of our instruction. Our monthly themes are aligned with CASAS competencies and WIOA's English Language Civics themes and provide additional teaching and learning opportunities in high interest topics related to essential daily tasks and community engagement.

Curriculum Goals and Principles

At Highlands Community Charter School, we understand the importance of providing a curriculum of depth, breadth, and rigor, which is why we develop and adapt curriculum in alignment with the above standards.

We believe that our students are worthy of academic excellence, and we strive to ensure that they believe it as well. More than this, we know that in order to fully live our vision, mission, and motto, the curriculum we deliver to our diverse student population must additionally meet our own internal curricular goals and core curricular principles.

Our HCCS Curricula Goal

At HCCS it is our goal to develop and deliver a curriculum that is:

★ Concise, Balanced, and Accessible without Compromising the Integrity of the Curriculum.

Our Core Curricular Principles

1. Industry Standards: Generally accepted, respected, and practiced teaching conventions
2. Sound Learning Theory: Current, relevant, well–researched theories about the processes by which people learn
3. Supported Sound Instructional Practices: Teaching approaches, methods and strategies identified as effective in moving students forward in their learning
4. Supportive Materials and Resources: Tangible items used to support instruction and achieve expected outcomes
5. Valid and Reliable Assessment Strategies: Ongoing tools that accurately measure student learning and produce consistent results

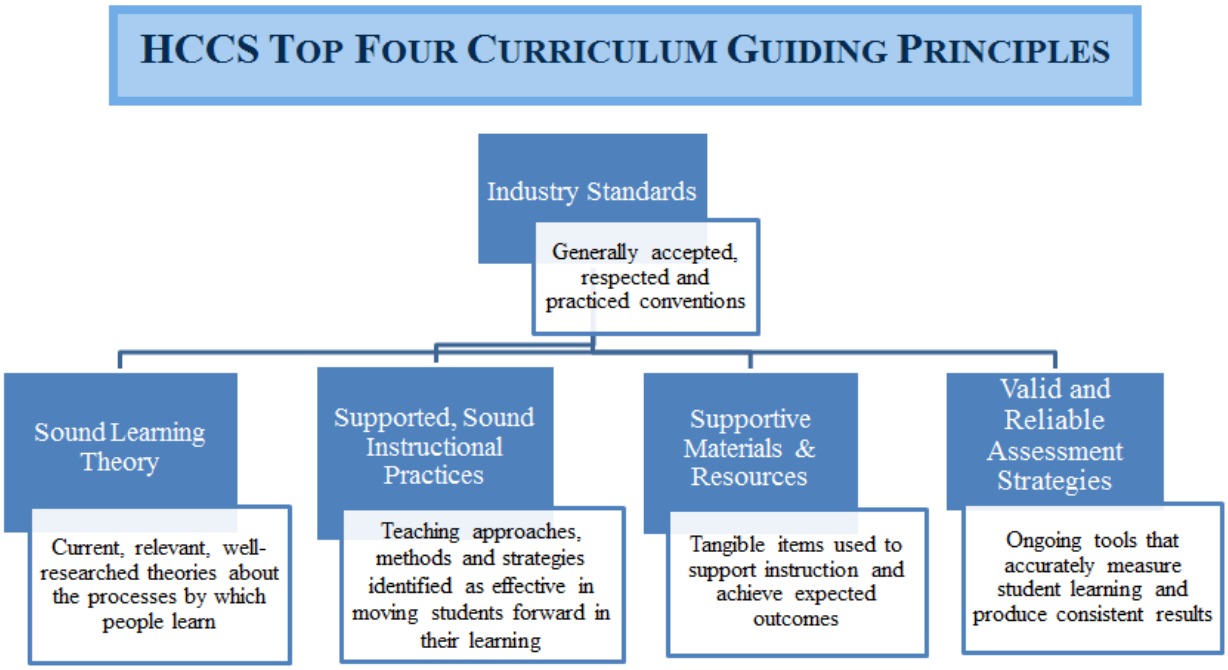

The Educational Program

Our instructional division is made up of administrators, coordinators, specialists, a counseling team, a teaching team, an assessment team, and an academic support team.

Adult Education Learning Theories

At HCCS we rely on research and educational learning theories in designing our educational programs because we know that our adult students have different needs than students in traditional K-12 schools. In order to meet the diverse needs of our students, we consider adult learning theories, sociocultural theories, differentiated instruction, content-based instruction, theme-based instruction, and student-centered instruction.

According to Malcolm Knowles (1980), there are several key factors that separate children from adults in terms of motivation, experience, readiness, and problem-solving abilities. According to Ryan Tracey in his 2009 article *Adult Learning Principles? Sminciples!,* Malcolm Knowles' theories on adult learners state that, "Adult learners are self-directed, bring experience with them to the learning environment, are ready to learn, are problem-oriented, and are motivated to learn by internal factors." Patricia Cross (1981) characterizes adult learners by motivation, personal characteristics, life circumstances, and focuses on personality differences between adults and children. According to Cross, individual elements that impact adult learners include physiological, sociocultural, and psychological factors. Along with personal elements, Cross emphasizes the impact of full-time versus part-time instruction and whether it's mandatory or voluntary. While Knowles asserts that adult learners are motivated by internal factors, Cross offers several sources of motivation for adult learners including social, external, social welfare, personal achievement, escape, and personal fulfillment. Cross also emphasizes that adults are usually voluntary learners. They are more likely than children to be insecure about their learning, and they usually want to solve their problems.

At HCCS we respect and appreciate that our students are adults and come to us with life experiences, employment, and educational histories. Every single student has unique skills and abilities. Our teachers

and counselors get to know students and their backgrounds in order to understand not only their educational areas for growth but also their goals, motives, and their problems. We know that each student is overcoming a unique set of obstacles. By understanding our students as people, we can work with them to accommodate their learning styles and ultimately assist them in achieving their goals. While some of our students come to us with a great deal of confidence, others need a great deal of encouragement and support in their personal, academic, and career aspirations.

Sociocultural Theories

According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-word participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013). The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is defined as, "a process of setting up" the situation to make the student's entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner's ZPD.

At HCCS we value meaningful, real world communication, interaction, participation, and authentic language, and we utilize it in our educational programs. We do this in our classrooms and in our community field trips. In our English Language Development program, we emphasize English conversation practice that takes place in real-life scenarios and situations such as at doctor's appointments and hospitals, grocery stores, schools and colleges, libraries, job interviews, the DMV, post office, etc. In our high school English program, our teachers use weekly themes to address real world issues. The problem based lessons are based on our students' needs and current events. These lessons are introduced and students' use role playing, presentations, internet research, and paragraph writing to demonstrate understanding. Our CTE programs strongly emphasize practical hands-on experiences and real-world learning. Truck driving, early childhood education, cosmetology, manicuring, and our computer technology programs all rely on real world practice and problem solving to engage our students.

Our teachers, students, and staff value field trips, and it is reflected in our LCAP data and budget. Many English Language Development, high school, CTE, and Citizenship teachers take our students on engaging and educational trips outside of their traditional learning environments. Past field trips include Sacramento's State Capitol, several Sacramento Public Libraries, Raley Field and a Sacramento River Cats baseball game, Sacramento City College Information sessions, resume workshops, a 4th of July fireworks display in Old Town Sacramento, Crocker Art Museum, Sutter's Fort and Indian Museum, The Sacramento History Museum, Lighthouse Charter School, Mission North Park, a parenting class hosted by UC Davis' MIND Institute, multiple career fairs, and many others. Hundreds of our students have benefited from these field trips, and they have greatly contributed to our students' learning, cultural awareness, community involvement and participation. These field trips and experiences give our students opportunities to interact within our community and learn through meaningful real life experiences.

Differentiated Instruction

Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy,

Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exists in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, it is imperative that teachers understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005). Once they do, teachers can take a single concept or theme and facilitate learning at a variety of levels. Students can then demonstrate subject mastery in a variety of ways. Differentiated instruction takes many forms, and it requires the strategic use of groups and flexibility. Most of the teacher's work in differentiated instruction occurs before, not during class. The teacher selects a theme and then chooses learner outcomes. In differentiated instruction a teacher might allow students to select their method of assessment and delivery such as writing a paper, giving an oral presentation, making a website, writing a poem, making a storyboard, creating a PowerPoint Presentation or a Prezi, or making a short documentary.

At HCCS we have multi-level adult classes with students of varying abilities in our ELD, high school, CTE, and citizenship programs. Our students speak different languages and come from different countries. Some of our students come to us with advanced degrees from other countries where they were doctors and engineers, and others have had no prior education. In our high school program, some of our students come to us with almost enough credits to graduate, and other students come to our program without any. Every student comes to HCCS at a different level. Each student has their own learning style, interests, and abilities. We recognize the differences in our diverse student population and utilize differentiated instruction to ensure we meet the needs of all our students.

Content-Based Instruction (CBI)

In order to meet the depth, breadth, and rigor set forth in our ambitious schoolwide curriculum objectives that are written in alignment to the multiple sets of standards listed above, we implement content-based instruction practices in our classrooms. At HCCS we make every effort to ensure that students are given ample and meaningful access to content competencies as well as practice with the necessary skills to critically analyze content in which they are exposed. Employing content-based instruction strategies in our classroom is one way our teachers meet the rigorous requirements of our curriculum.

For our ELD learners who are developing foundational, language-domain skills like reading and writing, the role of context is fundamental to supporting their language and literacy development. Content-Based Instruction provides the context rich materials of our content curriculum for their skills development.

Perhaps the most important thing to note is the ever-widening gap in vocabulary that will forever impede the academic progress of ELD learners of all ages. Content-based instruction is one tool we use at Highlands Community Charter School to help bridge the vocabulary gap of our non-native speakers and native non-literate readers alike.

Content-based instruction is founded on important principles, but its success depends on the details of its implementation.

Sound teaching practices that our teachers integrate into content-based instruction classrooms

1. Extended input, meaningful output, and feedback on language and grasp of content
2. Information gathering, processing, and reporting

3. Integrated skills
4. Task-based activities and project work, enhanced by cooperative learning principles
5. Strategy training
6. Visual support
7. Contextualized grammar instruction
8. Culminating synthesis activities

Methods we use to promote the acquisition of content (and language)

- We make sure that our learners consider input from a variety of sources representing diverse perspectives on related subject matter.
- We guide our students in revisiting input for different purposes.
- We ensure that our students have many opportunities to synthesize knowledge that originates from multiple sources.

Approaches we use for building curricular coherence

- We scrutinize the ways we define instructional units – themes are central ideas and topics are subunits of the theme.
- We use planned transitions across topics and across tasks within topics.
- We consider threads – links across themes in curriculum development.

Theme-based Instruction

At HCCS we select monthly, schoolwide themes for our ELD program. Our aim is to engage students at every level using that theme while teachers focus on level appropriate content.

Themes for the 2018–19 school year:

- July- Technology
- August- Goals
- September- Educational systems
- October- Employment
- November- Laws/ Government/ Immigrant Rights
- December- Consumer Economics
- January- Health
- February- Housing
- March- Transportation Systems
- April- Emergencies
- May- Food/ Nutrition
- June- Family/ Parenting/ Family Resources

Student-Centered Instruction

Student-centered instruction is teaching and lesson planning that focuses on students. As teachers, we must get to know our students, their backgrounds, what they know, how they learn, and their goals. Teachers can then design lessons to build on student knowledge and focus on teaching topics that are relevant and meaningful to students. This is especially important in adult education where students are electing to continue their education. We demonstrate student-centered instruction by working with our students to choose topics and themes for each month.

Based on the five assumptions, Knowles also presents the four principles of Andragogy which HCCS also considers when designing curriculum and instruction for our students:

- Adults need to be involved in the planning and evaluation of their instruction

- Experience (including mistakes) proved the basis for learning activities
- Adults are most interested in learning subjects that have immediate relevance and impact to their jobs or personal lives
- Adult learning is problem-centered rather than content-oriented

Although adult learners are responsible for their own decisions, we believe that it is our responsibility to encourage and guide students to make the decisions that are best suited for them. We are confident that all students can learn and grow from our staff who are dedicated to student achievement and building relationships that will last a lifetime. Our ELD and high school programs are essential to the success of our adult learners. Our students have come back to school to change their lives, and we believe that it is our duty to ensure it happens.

1.11: HCCS Curriculum and Instruction

Innovative Curricular Components

Adult Literacy
At HCCS we believe it is imperative for our students to be able to read and write. Without reading and writing skills, they will not be able to achieve their academic or career goals. Many of our students enroll with us at a low reading and writing level. In response to this, we created programs for both our ELD and high school students. We hired a Lead Literacy Teacher and a Reading Specialist, and we created a Remedial Literacy course for our ELD students. This course is intended for students who are progressing in all of their subjects but need support with reading. For our high school students, we created two remedial reading classes. These classes focus on phonemic awareness, sounds, and pronunciation. When classroom teachers notice that a student is falling behind, they are referred to either a specialist or a remedial class. By providing additional literacy support for our students, we ensure that they are able to read and write.

Outcomes-Based Learning
At HCCS we have created extensive curriculum objectives aligned to California Common Core Standards, and we have implemented monthly themes that relate to CASAS competencies and English Language Civics Objectives supported by WIOA. These serve as the foundations of our curriculum. Within our themes, classes, levels, and objectives, we utilize outcomes-based learning. We begin our lessons with a desired outcome and then work with our students to develop the skills they need in order to meet the outcome. This is relevant at every level of instruction in both of our programs. In the ELD program, we focus on tasks such as reading a short book, writing a paragraph, having a short conversation, giving an informal presentation, or completing a job application. In our high school program, we focus on tasks such as reading a novel, writing an essay, having a debate, giving a formal presentation, and completing a college application. In CTE, students demonstrate their understanding based on their respective program. In Truck Driving, students practice safe truck-driving techniques they have learned. At Cosmo Beauty Academy, students demonstrate their learning through the applied practice of the cosmetic and manicuring techniques they have learned. We believe that by ensuring our curriculum objectives are aligned to standards and by using outcomes based learning, all of our students are focused on the immediate learning goals. Our standards are high; the expectations are clear; and we support our students in reaching program and course objectives.

Proficiency Requirements
We believe that we get the best work out of our students when expectations are high. This is why, at HCCS, we ensure that our students are meeting our rigorous standards before they are promoted to the

next level or before they pass a class. Although proficiency requirements are different for our ELD and high school programs, both require students to perform at a high level of mastery. In order for one of our ELD students to complete a level and move up to the next class, they must receive the highest grade available in the course. In our ELD courses, students are eligible to receive one of four grades for each subject: M, A, D, or E. The grade of M indicates that the student is meeting or exceeding the standards and objectives of the class for their level. Until our students have earned this grade, they remain in their class. In our high school program, students are graded on a traditional grading scale of A-F. In order for a student in high school to pass a class, they must earn a C or better. If they do not earn a C or better, the student must complete supplemental assignments to pass the course and earn credits toward graduation.

The grading criteria for our high school students includes successful completion of all coursework, papers, projects, presentations, and end-of-unit tests required in any given course. The grading criteria for ELD students includes CASAS reading and listening assessments as well as the successful completion of all coursework, papers, projects, presentations, tests and end-of-term exams which cover all skills taught. High school and ELD instructors will use rubrics aligned to standards found on the HCCS alignment matrices to guide their grading process of all coursework, papers, projects, presentations, end-of-unit/term exams and final course/level grades.

Student Success

Our students' success is very important to us, and one way we ensure their success is through our student support services. Through our student support services, we offer assistance with classwork, homework, resume writing, job search, job fairs, mock interviews, career advising, FAFSA support, college applications, college advising, housing services, homeless services, and expungements. Over the last year, we have grown and now offer field trips, student support groups, one-on-one college and career advising, and workshops geared toward college and career readiness. Our student success team contacts our high school and CTE graduates to find out whether they are employed or attending college, whether part-time or full-time, and their hourly wage. At HCCS we want all our students and our alumni to be successful.

Intervention and Enrichment

Attendance Policy

At HCCS we say that progress requires commitment and commitment requires attendance. We believe that attendance is crucial for our students' success. When our students are not present in class, we contact them either by email, text, or a phone call. We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available either at HCCS, at one of our partner organizations, or at an external location.

Homework Policy

At HCCS we believe that level and content appropriate homework improves students' understanding of classwork and improves academic performance. While homework is not required for most of our classes, we do assign up to two hours of optional daily homework for students who want or need supplemental practice. According to our policy, homework is due the class after it was assigned. For example, homework given on Monday is due on Tuesday, and homework given on Friday is due on Monday. Homework is not given to students who are absent for that day. For example, a student who is absent on Tuesday will not be given homework for Tuesday. Students will not be able to get homework from their friend or teacher once the class is over. All homework should be completed by the student. Students can get help with their homework, but family and friends should not write or complete homework for them. All homework should be in the students' handwriting. Also, students can work together after class, but

students should not copy each other. Each student should have their own answers. Cheating will result in no credit for homework for that day.

Independent Study
We believe it is important for our students to have the flexibility, study skills, motivation, and discipline to work and study independently. At HCCS we have two options for students interested in independent study: service-learning and field study.

Service Learning
Service learning is a one-day, independent study option where students volunteer in the community. Examples of appropriate service-learning opportunities include:

- Cleaning up a park or public place
- Working at a local school
- Volunteering at a local hospital
- Working at a local library
- Feeding the homeless
- Reading to children at after school program
- Helping at a cultural event in the community

Service learning is usually offered by teachers at HCCS when there is professional development or teacher training for all teachers. It is an opportunity for students to engage in the community. Students complete a form that includes their personal information and asks for a description of what they did for their service learning. They are also required to have someone verify the number of hours of participation.

Field Study
Field study is an independent study option where students can study for up to seven consecutive days at home and receive classroom credit. In field study, a teacher creates daily work assignments. These work assignments are similar in level and content to traditional coursework and should take approximately the same amount of time to complete as the daily class. If the normal class is one hour, then the teacher provides one hour of work. If the course is four hours, the teacher provides approximately four hours of work for the students to complete at home.

Field study is typically offered to students during times when they are unable to attend class. Common reasons for students to enroll in a field study include but are not limited to the following:

- They are observing an important cultural holiday or celebration.
- They are traveling.
- They have a family emergency.
- They have a medical condition.
- Their children are home from school and they don't have childcare.
- They do not have transportation for a set period of time.
- They have family visiting from overseas

In order for students to participate in field study, they must complete a master agreement and agree to complete the work in a set amount of time. After the field study period is complete, students must turn in the completed work to their teacher. At that time, the teacher checks for completion before giving credit.

Here at HCCS we have a diverse student population that comes to us from all over the world. They have religious holidays that are not recognized by the federal government. We recognize the value of their beliefs and traditions, and we support them by providing the opportunity for them to celebrate their

culture with their families while still continuing their coursework. We also understand that our students have children, families, emergencies, and sometimes situations that do not make it possible them to attend class. While we firmly believe that attendance is crucial for their success, we believe that by providing our students with supplemental materials and work, they do not have to choose between learning and religion or learning and family.

Counseling Services

We are proud to have highly trained, compassionate counselors who support each and every student. Our counselors are able to provide assistance and information on many issues including:

- Family issues
- Personal issues
- Conflict management
- Career counseling
- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Curricular and Instructional Materials

Textbooks and Instructional Materials	
Core Curriculum Area	**Textbooks and Instructional Materials/Year of Adoption**

Reading/Language Arts

English Language Development- Reading

Book/Resource	Publisher	Adoption
Ventures 1 - 4	Cambridge	2014
Basic English Grammar	Pearson	2014
Grammar Form & Function	McGraw Hill	2014
Side by Side	Pearson Longman	2014
Heinle Picture Dictionary	Cengage	2014

High School:

Book/Resource	Publisher	Adoption
Edge Levels A - C	Hampton Brown	2014
English I – IV (Online)	FLVS	2014

Mathematics

High School Mathematics

Book/Resource	Publisher	Adoption
California Algebra (2008)	Glencoe	2014
Keys to Algebra	Key Curriculum Press	2014
CA Algebra Readiness (2008)	Glencoe	2014
Pre-Algebra (Online)	FLVS	2014
Algebra 1 (Online)	FLVS	2014
Geometry (Online)	FLVS	2014

Science

High School Science

Book/Resource	Publisher	Adoption
California Life Science	Holt	2014
Physical Science (Online)	FLVS	2014
Earth, Space Science (Online	FLVS	2014
Marine Science (Online)	FLVS	2014
Biology (Online)	FLVS	2014

History & Social Science

English Language Development- Citizenship

Book/Resource	Publisher	Adoption
Citizenship	New Readers Press	2014
Psychology, Principles & Practices	Holt	2014

High School- History & Social Science

Book/Resource	Publisher	Adoption
CA World History: The Modern World Era	Pearson	2014
World History (Online)	FLVS	2014
The American Vision: Modern Times	Glencoe	2014
CA Economics: Principles in Action	Pearson	2014
American Government (2007)	Macgruders	2014
American Government (Online)	FLVS	2014
American History (Online)	FLVS	2014
Economics: Principles in Action (Online)	FLVS	2014
Economics with Financial Literacy (Online)	FLVS	2014
Psychology, Principles & Practices	Holt	2014
Psychology (Online)	FLVS	2014

1.12: Comprehensive Course List

ELD Course Descriptions

Non-Literacy - Level 0

In this course students will learn the foundational principles of English and basic communication skills. This is a combined skills class where students will work on reading, writing, speaking, and listening. The content of this course is focused on daily living and prepares students for formal and informal social exchanges. Special emphasis is placed on building phonemic awareness, vocabulary building, and sharing personal information.

Literacy - Level 1

In this course students will further develop their reading and writing skills with a strong emphasis on sentence completion and accuracy. Students will delve deeper into grammatical structures of English and will continue to expand their use of verbs. The content of this course focuses on authentic language used in a variety of settings. This course prepares students to communicate during daily events and routine activities.

Beginning Low - Level 2

This course focuses on clear speaking and pronunciation using authentic language. In writing, students focus on spelling and mechanics and legibility while in reading they focus on sight words. Conversationally, the focus is on asking and answering "*Wh*-" questions and comprehending brief messages. During this course, students brainstorm ideas as well as plan and deliver brief oral presentations.

Beginning High - Level 3
In this course students will learn and use a growing number of verb forms, compare and contrast ideas, offer and negotiate meaning using evidence, paraphrase, comprehend morphological changes, and distinguish homophones.

Intermediate Low - Level 4
In this course students will use their reading, writing, and speaking skills to deliver oral presentations. There is a strong emphasis on complex sentences, exchanging ideas, and making connections between joint ideas. During this course, students will read and comprehend moderately complex passages and ideas with specialized vocabulary with the purpose of identifying the main idea. There is a special emphasis on writing well organized summaries.

Intermediate High - Level 5
In this course students will use complex sentence structure and grammar and incorporate supporting opinions into their productive tasks. There is a strong focus on increasingly complex multi-paragraph compositions and referential language as well as understanding detailed instructions. During this course, students are required to draw from personal experiences to infer meaning and to collaborate on projects. This course emphasizes the integration of word processing skills in written communication.

Advanced Low - Level 6
This course is designed to begin developing the foundational skills necessary for academic success in a mainstream high school and even college level class. It focuses on advanced reading and writing strategies and implements technological and research skills. Through thematic readings, students engage in critical evaluations of texts. Special emphasis is placed on writing revisions and feedback, group projects, and presentations.

Advanced High - Level 7
This course is designed to support students who are transferring from the ELD program to high school English. It focuses on improving reading comprehension skills, logical thinking processes, and a broad range of writing skills, from the expository to the creative. It covers the basics of language, literature and written composition. In this course students will explore literature genres, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing. At the completion of this course students, should be ready for high school English.

Citizenship
This course is designed for students to learn the basic knowledge of U.S. government, history, civics, reading, and writing skills and to prepare for, apply for, and pass the USCIS Citizenship Exam. Language functions and language forms are integrated into listening, reading, writing, and speaking activities, all designed to improve the student's ability to take and pass the USCIS exam. Through lectures and individual and pair/group participation, the student is exposed to the language needed to prepare for the reading, writing, and interview portion of the USCIS exam.

High School Course Descriptions

Foundational Mathematics

This course reinforces arithmetic skills, developing the pre-algebra concepts of variable recognition, signed numbers, formulas, and single variable equations. Students will be introduced to algebraic symbolism, simplifying expressions, solutions to elementary equations, and the graphic representations associated with variables.

Pre-Algebra
This course provides an introduction to elementary algebraic concepts while reviewing basic math skills. It is a self-paced course with credits dependent on work completed and concepts mastered. The course first revisits prerequisite skills to ensure students have foundational math concepts that are vital for higher math courses. The course curriculum is closely aligned to California State Math Standards which can be located throughout the textbook throughout each chapter.

Students will learn to think flexibly about relationships among variables, expressions and properties, integers and equations, fractions, decimals, exponents and roots, ratios, rates, proportion and percents, algebra on coordinate plane, geometry basics, and critical thinking with word problems. Students will learn to recognize and understand how to convert fractions to decimals and percents while using these representations in estimation, computations, and applications. Students will investigate and explore mathematical concepts while developing a variety of strategies for analyzing complex situations. The course will show a connection between computational and applied math while making meaningful connections to students' life experiences: calculating discounts, markups, commissions, and profit. Students will evaluate simple and multi-step equations and inequalities while using the correct order of operations when solving numerical and algebraic expressions. Lastly, students will be analyzing situations numerically, graphically, verbally, and symbolically throughout the course.

Algebra 1
Algebra 1 is designed to help provide students with the foundation for all future mathematics courses. Students will explore operations, terms and expressions, equations, polynomials, rational numbers, multiplying and dividing rational expressions, adding and subtracting rational expressions, graphs, systems of equations, and square roots and quadratic equations. Common Core standards are taught and reinforced as the students learn how to apply the concepts in real life situations. Algebraic skills and concepts are developed and used in a variety of problem solving contexts. The course is self-paced with credits dependent on work completed and concepts mastered.

Students will use variables and appropriate operations to write an expression, an equation, an inequality, or a system of equations or inequalities that represent a verbal description. The course will further explore graphing linear functions while noting the vertical change per unit of horizontal change is always the same and know that the ratio (rise over run) is called the slope of the graph. Students will be able to identify a point lies on a line, given an equation of the line, and derive linear equations by using the point-slope formula. Students will be expected to demonstrate skills that will be valuable not only in this course but also in future educational and vocational settings including oral presentations and technology. A primary goal of this course is for students to actively engage in a positive learning experience in which there is increased appreciation and understanding of mathematics.

United States (U.S.) History
This course provides students with an awareness of our national heritage. Students will develop a better and deeper understanding of how our country became what it is today. Students will continue to develop their reading, writing, thinking and research skills with the use of primary and secondary sources.

This course is aligned to the Common Core State Standards for Literacy in History/Social Science, and students will employ the following skills: develop socio-political literacy to understand different political and social systems, the relationship between a culture and its laws, and the differences between

democratic and non-democratic systems; develop an understanding of different cultural values, belief systems, rights, and responsibilities inherent in participatory citizenship; develop analytical, critical thinking, and study skills, which help students understand major national and international dilemmas occurring today.

This course focuses on the study of modern American history and begins with a review of United States history from the nation's beginnings to the start of the 20th century. Connecting with past learning will highlight the initial segment of the class. An in-depth investigation of historical events and periods, the fostering of multicultural awareness, the recognition of ethical, civic, and democratic values present in American history, and the development of a historical perspective in relation to contemporary events represent the major aspects of the course. Literature, music, art, primary readings, videos, simulations and other activities will be used to enhance the subject.

American Government

American Government is a thematic course focused on the origins and structure of the United States government; the nature and function of the executive, legislative, and judicial branches; individual rights and responsibilities within the U.S. legal system; individual and societal roles and responsibilities as citizens functioning within the U.S. political and electoral system; the nature and function of state and local governments; and contrasting U.S. government with other systems of government. American Government is aligned to the Common Core State Standards for Literacy in History/Social Science, and students will demonstrate the following skills: students develop abilities to critically analyze, compare and contrast, and develop and defend opinions and positions, both orally and in writing, on the main areas of course focus.

The goal of this course is to enable a student to have a full understanding of all aspects of American government and its impact on his or her life thus becoming a self-directed, productive achiever who will be a successful and valued member of our community.

World History

This course emphasizes the political, economic, social, and geographic aspects of world history beginning with early democratic development and concluding with modern 21st century issues. Critical thinking skills are emphasized, stressing cause-effect relationships. This course is aligned to the Common Core State Standards for Literacy in History/Social Science, and the curriculum integrates these literacy standards throughout the course.

This course explores how the connection between the past and the future will continue to form our lives. In World History, students recognize the growing interdependence of people and cultures throughout the world. Students trace the rise of democratic ideas and develop an understanding of the historical roots of current world issues, especially as they pertain to international relations. They extrapolate from the American experience that democratic ideals are often achieved at a high price, remain vulnerable, and are not practiced everywhere in the world. Students develop an understanding of current world issues and relate them to their historical, geographical, political, economic, and cultural contexts. Students consider multiple accounts of events in order to understand international relations from a variety of perspectives

Economics

This course will provide students with an understanding of the principles of economics. As students become familiar with how markets work, they will interact with lessons to apply the key microeconomic concepts of supply and demand as well as the role of prices. This course targets important aspects of the world economy, including international trade and global economic challenges, and encourages students to apply the economic way of thinking to a variety of situations relevant to their everyday lives.

Economics is aligned to Common Core State Standards for Literacy in History/Social Science, and students will employ the following skills: interpret and summarize common economic terms, concepts and economic reasoning; explain the elements of America's market economy in a global setting and the influence of the federal government on the American economy; analyze the elements of the U.S. labor market in a global setting; categorize the aggregate economic behavior of the U.S. economy; and synthesize issues of international trade and explain how the U.S. economy affects and is affected by economic forces beyond the United States.

Biology A and Biology B

This two semester course fulfills the Biological Science graduation requirements. This course explores the origins, organization, reproduction, genetics, growth, development, evolution, behavior, and interdependence of living things. This course also includes cellular structure and function, general plant and animal physiology, and taxonomy. Students will work individually and in small groups. Laboratories and other investigations will be performed to supplement and enhance course topics. The goal of this course is to enable a student to have a full understanding of Biological Science as well as its impact on his or her life and thereby become a productive achiever who will be a successful and valued member of our community.

Earth Science

Earth Science is an introductory science course that meets the minimum graduation requirements. It contains components of physics, chemistry, and earth science topics. These topics include the study of atoms, molecules, compounds, chemical reaction, motion, forces, energy, waves, as well as Earth's place in the universe, its composition, and the processes that modify the surface. The goal of this course is to enable a student to have a full understanding of Physical Science and its impact on his or her life.

English A

This class focuses on introducing students to different types of texts: fiction, poetry, non-fiction, plays, etc. and on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills from the expository to the creative. English A covers the basics of language, literature, and written composition as a preparation for the sequential English curriculum. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on the grade 9-10 ELA Common Core Standards: determine themes and central ideas, analyze character development, author's choice, points of view, interpret, assess, integrate and evaluate, collaborate, adapt, and apply. Students are required to demonstrate the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informative texts and literature as well as writing compositions according to major text structures and genres and giving oral presentations.

English B

This course is a continuation of the themes and skills introduced in English A. English B focuses on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills from the expository to the creative. English B continues to expand upon the basics of language, literature, and writing. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on grade 9-10 ELA Common Core Standards. Students will be able to analyze multiple themes or central ideas, analyze the impact of an author's choice(s), determine meanings of words, analyze multiple interpretations of literature, assess, integrate and evaluate, collaborate, adapt, apply that which requires the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informational texts and literature as well as writing compositions according to major text structures and genres and giving oral presentations.

English C
This course is a continuation of the themes and skills introduced in English B. English C focuses on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills, from the expository to the creative. English C continues to expand upon the basics of language, literature, and writing with more depth. It requires the student to read complex texts and write longer essays with more analysis or analysis of more texts than English B. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on grades 11-12 ELA Common Core Standards. Students will be able to analyze multiple themes or central ideas, analyze the impact of an author's choice(s), determine meanings of words, analyze multiple interpretations of literature, assess, integrate and evaluate, collaborate, adapt, apply that which requires the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informational and literary texts as well as writing compositions according to major text structures and genres and giving oral presentations.

CTE and Elective Course Descriptions

Career Readiness

Career Success
The Career Success course focuses on two integrated areas of instruction: career preparedness and technology. Course content ranges from high school and career preparation to computer literacy skills. The area of technology is designed to be interwoven throughout course instruction. Mastery of the content standards provides a strong foundation of student acquisition of the skills, attitudes, and knowledge that enables them to achieve success in school, at work, and across the life span. As part of preparing students to be college and career ready, this course also equips them with the skills needed for the workplace, continuing education, and lifelong learning.

The purpose of this course is for students to be able to demonstrate basic computer skills including typing, email, Google Drive, and internet searching; identify the effects of workplace behaviors; analyze personal skills, interests, and abilities and relate them to current career opportunities; and examine the employment process, including searching for a job, filling out a job application, writing a resume, developing and practicing interview skills, and completing required employment forms.

Personal Finance
This course challenges students to alter their thinking and behavior regarding their personal finances while teaching skills in money management, financial planning, spreadsheets, word processor and presentation software applications. This instructional course provides individuals with exploratory experiences related to personal finance which are designed to change behavior. These experiences explore various financial influences including spending, saving, debt, credit and credit history, investing, mortgages, retirement planning, etc. Students develop spending behaviors and habits that will lead to wealth accumulation. The course also provides exploration in the following areas: mathematical calculations applied to analytical information (spreadsheets), consumer marketing concepts (financial traps), computer literacy, economic concepts, and financial and technological developments.

Literacy Support

Reading Skills I
This is an elective course for the development of reading skills for students whose reading skills are far below high school level (e.g., most students taking this course will be reading at below 6th grade). Emphasis is placed on accelerating student learning so that students will achieve the ability to read at the high school level or make significant strides towards that objective. Skills learned in this class include syllabication, vocabulary acquisition, fluency, speed, and reading comprehension.

Reading for Pleasure
This elective course will help students improve their reading skills as they expand and explore their reading preferences by choosing to read three novels and completing activities based upon their novels. To earn the five credits for this course, the student must read and keep a reading log of three novels that the teacher has approved for the student to read. In addition to the detailed reading log, the student must also complete one project for each novel. This course focuses on Common Core reading standards for grade 9-10.

English Novel Elective
This elective course helps students with critical thinking, literary analysis, and the development of creativity within academic writing. In this course, students pick one of a list of teacher approved novels. They will then use that book to complete the majority of their assignments in the class. The assignments vary from essays to creating projects that use creativity, imagination, and textual examples. Students are also required to keep a reading log journal and complete formal assessments on the reading. They will also do assignments that relate to English but that may not be related to the actual novel that they are reading. The course objectives are based on ELA Common Core Standards for grade 9-10.

Entrepreneurship

Leadership (Beginning)
Understanding and executing principles of leadership is critical for students to improve their opportunities at school, work, and at home. This class explores how focusing on the causes or laws of leadership will improve the outcomes or effects of our leadership efforts. This class is a laboratory where students are taught principles and then given opportunities to discuss, explore, and implement these principles.

In the leadership setting, students are challenged to develop their literacy and vocabulary as they read and discuss various books, articles and videos; enhance their understanding of computer applications (including word-processing and presentation applications); elevate their reading, analytical, and writing skills as they read and compose a book report on a selected leadership book; and expand their presenting

skills as they create and present their findings developed through the book report process. Students will also be expected to improve their teamwork, collaboration, and leadership skills and abilities as they work in small groups to teach leadership concepts to their classmates.

Entrepreneurial Mindset (Intermediate)
The mindset of an entrepreneur is critical to the development of the business concept and the overall success of any business. This class builds on the leadership principles taught in Leadership class and explores the mindsets taught through relevant books, material, and other resources. As students study these texts, their own mindsets and behaviors are challenged and changed. Students realize that their thoughts or mindsets affect their behaviors and ultimately the success of their business concept.

Students will build and develop effective mindsets while they explore their personal business concepts and prepare for developing their business plans in the capstone class (Business Planning). Students will expand and refine the skills they developed in the leadership class as they continue to read, analyze, write, and present materials studies in this course.

Business Planning (Advanced)
Business Planning is the capstone class and applies all of the learning and knowledge learned and developed in the previous classes in the entrepreneurship pathway (i.e. Leadership and Entrepreneurial Mindset). Students in this class will develop and write their own business plans (or an assigned project-based business plan), and as they execute this assignment they will research their business concept, location, product, etc. to determine market demand; brainstorm business names and search the United States Patent and Trade Office (USPTO) and Secretary of State (SOS) of all states to determine uniqueness. They will also research local business requirements, apply for appropriate licenses, explore business entity structures, and determine the most effective entity for business concepts; and file articles of incorporation with the Secretary of State's office. Students will register trademarks and patents with the USPTO. Students will analyze, define, and present startup costs, and research funding requirements and potential funding sources.

Where applicable, potential internships with be developed. Students will utilize a suite of business-essential apps including spreadsheets, word-processing, and presentation programs. Students refine their leadership skills as they present their business plans to classmates and potential investors/partners. These skills, knowledge, and tools will be valuable assets as students launch and lead their business plans to implementation.

Early Childhood Education

Child Psychology (Beginning)
In Child Psychology, students learn theories of historically significant psychologists who laid the foundation for scientific research and a clearer understanding of children and the human mind. This course explores how psychological perspectives influence personality and play a role in human development across the lifespan. Students explore and learn how each stage in human development can and does require specific things for human children to grow up strong and healthy. Students examine how children's behaviors are developed, memories are stored, and language is acquired, and the critical period these things must happen. Students also learn about the symptoms and classifications of psychological disorders, along with the various forms of treatments available. After completing this course, students will be equipped with problem solving strategies and even learn strategies to cope with stress. Practical, everyday application of the content is a focus of this course along with background knowledge in child development and the mind.

Through the use of online software, teacher lectures, and projects this course is designed to promote critical thinking through inquiry, problem solving, and reflection. The course guides students to connect prior knowledge, backgrounds, life experiences, and interests to learning the materials. The students will connect classroom learning to their life experiences and cultural backgrounds. The course supports all students to use first and second language skills to achieve the learning goals. The course uses assessment date to establish learning goals and to plan, differentiate, and modify instruction. Students learn new vocabulary and critical issues of child development through extended video's, open lectures that address emergent literacy, critical period to acquire language, the developmental stages of children, and cutting edge exploration of trauma development in childhood and its effect on children. Students will be gaining emerging knowledge, exploring for increased understanding, applying that knowledge to themselves, integrating their new knowledge with old knowledge, and innovating or becoming creative in their teaching methods with children.

Early Childhood Education (Intermediate)
In Early Childhood Education, students learn more about understanding the childhood experience. Students will create interesting lessons and stimulating learning environments that provide a safe and encouraging experience for children. They will discover how to get children excited about learning, and just as importantly, to feel confident about their abilities; identify good nutrition for children's physical development; analyze and apply how to keep a safe, healthy, and clean childcare environment or preschool classroom; identify the rules and regulations of childcare facilities; develop and implement creative lessons and teach children through play. Students will also learn how to record, observe, and communicate with children; and create a plan for personal and professional growth to set child development goals.

Early Childhood Education (Advanced)
This capstone course prepares students for employment in the care and guidance of young children under the supervision of professional personnel. Instruction includes child growth and development, nutrition, program planning and management, health and safety, guidance, recreational and play activities, child abuse and neglect, developmentally appropriate practices, interpersonal relationships and regulations, operational procedures, emergency and disaster procedures, policies, standards, and licensing, supervision and maintenance of children's environment, professionalism, and classroom management.

Truck Driving

Class A Permit
This basic unit will consist of classroom learning leading to a DMV CDL Class A Permit. Students will take and pass the DMV Class A CDL permit written examination. This course will cover the general knowledge, air brake procedure, and combination. Students will also have the option to become endorsed in doubles and triples, tankers, and hazmat through this course.

Pre-Trip and Inspection (Beginning)
In this beginning course, students will memorize parts of the vehicle by name, learn all internal and external inspections of the vehicle and trailer, and be able to perform/apply leakage tests to the vehicle.

General Skills (Intermediate)
In this intermediate course, students will begin to operate the vehicle under guided supervision. Students will practice straight line backing, offset backing to the right and left, parallel parking on the driver's side and conventional side, and alley docking.

Road and Class A License (Advanced)

In the advanced course, students will learn to shift using a 6-speed, double clutch, brake properly, drive through intersections, drive through urban businesses, change lanes, drive on the expressway/highway, stop/start effectively, drive around curves, cross railroads, correctly maneuver bridges, overpasses, and other signals, and pass a regular traffic check.

Teaching Assistant
Students can earn credit for being a teacher's assistant in which students may assist other students, prepare materials, run copies, or complete other work at the direction of the instructor.

External Partnerships
At HCCS we have partnerships with Asher College and Cosmo Beauty Academy, and each of these partnerships provides its own courses for our students to receive credit and/or certifications. Courses offered at each are listed below.

Asher College Courses
- A+ PC Support Level 1, Level 2
- Career Success Level 2
- Medical Law and Ethics
- Medical Terminology
- Microsoft Excel
- Microsoft Word
- MS Office Essentials
- Office Administration
- Typing Fundamentals

Cosmo Beauty Academy
- Introduction, Level 2, Level 3, Level 4

Updated Course Descriptions
At HCCS we are currently updating and improving our curriculum and course descriptions as part of our Schoolwide Learner Outcomes for our Western Association of Schools and Colleges (WASC) self-study. As an adult serving charter, we do not presently offer any college preparatory A-G courses.

1.13: Instructional Methods and Strategies Used to Deliver the Curriculum

In our mission statement, we assert that we are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change. Through our instructional methods, we want to ensure that we are working consistently with our mission and our schoolwide learner outcomes. At HCCS we have three Schoolwide Learner Outcomes. Our first is that students will demonstrate measurable achievements each term through assessment. Our second is that students will make progress toward their career goals. Third, students will use technology to communicate for personal and academic use.

At HCCS we utilize the following instructional methods to ensure exceptional academic performance:
- Standards-based Instruction
- Systematic Instructional Delivery
- Student Engagement
- The systematic use of assessments

- Data-driven Instruction

Standards-based Instruction
At HCCS our curriculum is based on seven sets of standards, with Common Core Standards and CASAS at the foundation. Our teachers use our curriculum objectives within each subject and level to ensure that our standards are met. Lessons are taught based on objectives and monthly themes that integrate high interest topics and content. Formative and summative assessment data is used to measure students' prior knowledge and to ensure that our students are meeting our standards.

Systematic Instructional Design
Clear expectations, consistent policies, and strategic instructional planning and assessment are at the foundation of our educational programs.

Clear Expectations
Clear expectations are imperative for our students to be successful. We believe that by creating clear expectations for behavior, attendance, classroom etiquette, homework, content standards, and assessments, our students become accountable for their own progress and success. Our students are at HCCS because they do not have a US issued high school diploma, and they are 22 years old and older. We know that many of our students were not able to graduate during their first attempt at high school and that the traditional education system did not meet their needs. We also recognize that for some of our ELD students, HCCS is the first school they have ever attended. At HCCS we hold all of our students to high academic performance standards. Through this process, students benefit in the following ways:

- Students are held to high standards.
- Students are expected to meet the curriculum objectives for their level.
- Objectives and outcomes are clear.
- Student feedback is related to specific outcomes.
- Students know what they are expected to learn.
- Students have equal access to learning and learning materials.
- Students learn personal responsibility.

Consistent Policies
Consistent policies are also part of our educational program and are closely tied to clear expectations. At HCCS we have consistent policies for the following processes and programs:

- Enrollment in CalJOBS
- HCCS student registration process
- ELD placement tests
- CASAS assessment
- Attendance policy
- Homework policy
- ELD grading system (MADE)
- High school grading system (A-F)
- ELD level completion
- High school course completion
- Transfer credit evaluation
- ELD to high school re-designation process
- ELL Reclassification process
- Graduation requirements

Because of our student population, we must provide clear expectations and consistent policies to ensure that all of our students clearly understand what they need to do to succeed at HCCS and achieve their goals.

Strategic Instructional Planning and Assessment
Strategic instructional planning and assessment are essential to our instructional success.

Student Engagement
Students learn best when they are present and actively engaged in their learning. We want our students to be passionate, motivated learners who are fully engaged in their educational experience. At HCCS our teachers engage our students intellectually, emotionally, physically, and culturally. Intellectual engagement refers to the academic component of teaching. Emotional engagement refers to the relationship between teachers and students and involves monitoring students' moods and emotions. Physical engagement refers to kinesthetic learning where students engage in physical movements or activities. Cultural engagement refers to incorporating student culture into the classroom in a way that students feel culturally accepted while also learning about the cultures of other students. This is critical for new immigrants and refugees to acclimate into their classroom, school, and community.

Intellectual Engagement
- Academic topics are high interest to the students.
- Learning is relevant to students' daily lives.
- Teachers allow students to make choices about projects.
- Instruction is differentiated for students at different levels.
- Learning is authentic and related to the real world.

Emotional Engagement
- Teachers foster classrooms with positive emotions and unconditional, positive regard.
- Students' moods and emotions are monitored by teachers and counselors.
- Teachers support students with peer groups and counselors.
- Teachers and staff build positive and supportive relationships with students.
- Teachers support students and their goals.

Physical Engagement
- Students are engaged in kinesthetic learning through creating and doing.
- Students move around in class, like walking around to complete an activity.
- Teachers reinforce lessons with body movements, using physical activity.

Cultural Engagement
- Students from different cultures are made to feel welcome and safe.
- Students are taught about cultural norms and laws in the United States.
- Culturally diverse speakers are welcome to share in our classrooms.
- Important documents are translated into students' first language.
- Lessons are created to include a multicultural perspective.

Assessments
At HCCS we use a variety of formal and informal testing measures and assessments to evaluate our students. We begin our assessments during enrollment when students are given a diagnostic test and a CASAS test. During daily classes, our teachers assess students through a variety of ways. At the end of every academic unit, teachers use formal assessments and enter grades. CASAS assessments are also used as a measurement of progress and are administered every six to eight weeks.

The evaluation of student learning has four goals in the following priority:

1. To assist student learning as a diagnostic tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area.
2. To use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing.
3. To determine if a student has met or exceeded the necessary level of competency to gain formal recognition, such as to complete a level or receive a diploma, licensure, or certification.
4. To determine if the student is underperforming in relation to their peer group and evaluate if intervention supports are required.

When we assess our students it is to better understand what they know. When we have students who cannot pass a class, we find alternative solutions for them. We understand that some students need remedial support and others may need more challenges and opportunities for growth. When our students have not mastered level appropriate standards or objectives, we find alternative teaching methods to deliver the same content. Our teachers understand the importance of both formative and summative assessment in gauging student comprehension.

Data-driven Instruction

In order to improve student learning, we work to understand our students and adapt to the needs of our students. At HCCS we make data-driven decisions and create data-driven instruction. As part of this cyclical process, we collect many forms of raw data. We then analyze it, make instructional decisions, plan, and reflect. Raw data that we consider in our instruction relies heavily on assessment but also includes:

- Program enrollment data
- Enrollment assessment data
- Demographic data
- Student satisfaction surveys
- Student safety data
- Expulsions data
- Homework grades and completion
- CASAS gains reports
- Literacy and reading gains
- Unit assessments and grades
- Level completion data
- High school graduation and retention rates
- CTE graduation and completion rates
- Course GPA
- Attendance data
- Employment and wage gain data
- College entrance information

By analyzing assessments and data, we better understand where our students are from, what experiences they bring with them, what they are able to do, and the gaps in their understanding. At HCCS our teachers and staff understand how assessment and data inform us about our students and areas for us to improve in educating and meeting the needs of our students.

1.14: How the Curriculum Addresses California Content and Performance Standards

At HCCS all of our curricular standards are directly aligned to the California Common Core Standards, California ELD standards, California English-as-a-Second-Language Model Standards for Adults, CASAS competencies, Workforce Innovation and Opportunity Act standards, Western Association of Schools and Colleges, and the National Reporting Systems (NRS) standards for English as a Second Language.

To ensure that all of our students are meeting program, subject, course, and level objectives, each lesson plan is designed with a specific lesson objective. Each daily lesson is part of a weekly lesson plan, which is part of our larger monthly themes. Our monthly themes are essential elements of our annual academic plan. Through the creation and implementation of monthly unit plans, we ensure that all of our students are taught specific content, even if they complete a level or class.

Monthly Unit Plans
In our ELD program, we have theme-based monthly plans that are part of our standards. Each theme has an extensive list of corresponding lesson objectives within the unit. Based on the needs of the students and the level of the class, teachers select the content objectives appropriate for their class based on their curriculum objectives. Teachers also use the themed unit plans as part of their content for teaching other subjects including reading, writing, speaking, listening, math, and technology.

Month	Theme	Topics	Month	Theme	Topics
Jul	Technology	Technology Vocabulary Using Email Downloading Apps/ Using Smartphones Typing Skills Microsoft Office Internet Research Skills	Aug	Goals	Setting Goals Vocabulary Smart Goals Creating Goals/ Plans Personal/ Educational/ Employment Short-term/ Long-term goals Language Goals
Sep	Educational Systems	Classroom Vocabulary Etiquette K-12 Systems Enrollment Requirements Required Vaccines Colleges and Universities Study Skills Homework Policies Hygiene Tests and Testing Policies Attendance and Punctuality Educational Goals Public vs. Private Schools FAFSA/ Funding/ Grants and Scholarships	Oct	Employment	Employment Goals Job Applications/ Resumes/ Cover Letters Reading Ads Interviews Clothing Etiquette Career Planning Common Jobs and Pay Jobs and Education Workers' Rights Minimum Wage Employer Expectations Appropriate Work Behavior

		College Applications/ Essays			
Nov	Government	US Government Organization Three Branches of Government The President Elections Common Laws Misdemeanors and Felonies Attorneys Court Vocabulary Human Rights Immigrant Rights	Dec	Consumer Economics	Reading Household Bills Budgeting Saving Money Bank Accounts Loans Debit Cards vs. Credit Cards Interest Rates Buying a House Using ATMs Internet Purchases Prices Using Craigslist/ Online Marketplaces Returns/ Exchanges
Jan	Health	Body Vocabulary Pain and Illnesses Common Diseases Talking to Doctors Talking to Dentists Health History Completing Health Documents Health Insurance Making/ Canceling Appointments	Feb	Housing	Vocabulary Housing rights Rental agreements Reading advertisements for housing Utilities Making budgets Housing problems/ Talking to landlords and apartment managers
Mar	Transportation Systems	Using public transportation Reading bus schedules Paying for transportation Using Uber and Lyft apps Vehicle vocabulary MV and driving laws Street signs Reading maps Using GPS Giving directions Airport rules and regulations How to purchase an airline ticket Bicycle and pedestrian laws and etiquette	Apr	Emergencies	Calling 911 Natural Disasters Forest and House Fires Earthquakes Emergency Preparedness Kits Power Outages Health Emergencies Car Accidents
May	Nutrition	Food Pyramid Fats and Oils	Jun	Family	Family Vocabulary Family Trees

		Food Vocabulary Fruits and Vegetables Meats and Proteins Sugar and Sweets Dairy Carbohydrates Food tracking Apps Nutrition for Weight Loss Grocery Shopping Prices and Paying Reading Signs and Ads Using Coupons Special Diets (Vegan, Halal) Prenatal Nutrition			Good Parenting Community Resources for Families Family Law Children's Rights Women's Rights Prenatal Care

English Language (EL) Civics Lesson Plans and Assessments
In partnership with the Workforce Innovation and Opportunity Act (WIOA), we teach English Language (EL) Civics lessons which are designed to engage ELD students in civic responsibility through community involvement. These monthly lessons correspond to our monthly unit plans and are tied to leveled assessments. These lessons incorporate high interest content with reading, writing, speaking, and listening tasks as well as role playing activities and games. The EL Civics assessments focus on level appropriate objectives and are differentiated to ensure that students at every level are able to participate.

Professional Development and Lesson Plans
On the second Thursday of every month, our teachers and staff participate in professional development. During this time, teachers gather by program and level. Curriculum planning, lesson planning, materials gathering and sharing, and assessment planning are essential to the successful implementation of our curriculum objectives. During this time, teachers work together to create, gather, and share materials that are aligned to the courses and levels based on the theme or subject. This collaboration of lessons, materials, and assessments are then shared on our Drive to ensure that teachers continue to have access to the shared documents.

1.15: How the Instructional Program Supports the Development of Technology-Related Skills and Technology Use

At HCCS we value and support technology because we understand that it is directly connected to our students' success. Experience, exposure, and proficiency in technology are critically important for our students and for all 21st century learners. Since the beginning of our school, our administration has made technology a priority. In the beginning, we were unable to acquire the newest technology available, and as result, digital literacy was not provided to the extent we would have hoped. We previously accepted refurbished technology in partnership with certain organizations. In a lot of ways, this helped us to ensure that students had access to technology in the early years of the school's development. Since then, technology has been implemented more and more, not only in a wider scope but in a more in-depth way. Our goal is for students to be able to utilize computers in a way that reflects the world in which they live. Since HCCS opened its doors to students in the 2014-15 school year, our technology department has expanded significantly. In the beginning, our Information Technology (IT) department was a one-person

department. One person was enough to cover distribution of technology materials, maintenance, and internet connectivity. We now have a three-person IT team which consists of one IT Manager and two IT Technicians. At HCCS we are proud to say that our computer-to-student ratio is 2:1, and we work each year to upgrade classroom technology. At HCCS we will continue to increase access, improve our technology, and then utilize it in our classrooms.

Technology at Highlands Community Charter School is always evolving to meet both staff and student needs. A little over a year ago, HCCS was inundated with an unreliable network infrastructure. This meant that many employees and students were unable to print, check emails, and use the internet consistently. We remedied this by completely changing the topology of the network. We completely upgraded our hardware and internet services. We were previously plagued with viruses and malware. This was solved with the introduction of Sophos Central. Lastly, most of our computers used by both staff and students were outdated. As was mentioned before, this has become a central focus to replace all student computers with updated laptops and provide all staff with more modern laptops, computers, online programs, and software.

One of our goals is to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and helping students to communicate in our modern world. Technology standards and objectives are integrated into our curriculum and are clearly defined for our teachers. Across varying sites, our teachers incorporate technology into their lessons. Our teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google docs, emails, etc. Our goal is to have all teachers using and adapting technology to accommodate our students' levels and needs. A new Digital Literacy curriculum is currently being piloted using Northstar Digital Literacy tasks and assessments, and soon it will be incorporated into our ELD and high school programs.

At HCCS we face a complex challenge with technology. Not all of our students, teachers, and sites have the same level of access to technology nor is the same level of technological access possible at all sites. Technology is not limited to computer access, but some sites have more specialized tools than others (e.g., smartboards, document cameras, printers, computer labs, etc.). To combat this issue, teachers encourage students to use their phones to access the internet and to use applications to access email, language applications, such as *Duolingo* and *Pronunciator*, and access classroom materials using Google Classroom. We are currently increasing access to technology at our off-site locations and working to ensure that access is equitable. This means purchasing more updated computers, installing projectors, and training teachers to implement digital literacy.

Our students have varying levels of knowledge and experience with technology. Some of our students are very familiar and comfortable using computers and computer programs. Some of our students have excellent typing skills, experience composing documents, sending emails, surfing the web, etc. while others struggle to turn on a computer. Our plan is to implement digital literacy diagnostic assessments to ensure that all of our students are able to use technology at a basic level for each student's class, and we are working with nationally recognized assessments like the Northstar Digital Literacy Assessment. Technology, academic success, career goals, and social engagement are all important for our students, and we believe that in order for students to be fully successful in the 21st century, they must become digitally literate.

CASAS Computer-based Assessments

At HCCS we use CASAS computer-based assessments for all of our students in reading, listening, and mathematics. CASAS assessments are standardized tests that are reliable and valid assessments for native and non-native English speakers. The purpose of the assessments is to track student progress over time.

Although the assessment is available as a paper-based assessment, a computer-based assessment, and on the internet, at HCCS we use the computer-based format. We believe that teaching our students to use computers for their standardized tests is a valuable and transferable skill. During CASAS, students practice turning on a computer, opening a program, typing personal information, using a mouse to navigate between screens, opening and closing windows, plugging headphones into a computer, adjusting the volume on their computers, selecting answers, and closing a program. We know how important these skills are for our students, and we support our students while they learn how to complete these basic computer tasks.

1.16: Graduation Requirements

At HCCS we have two primary programs with subgroupings in each. We offer a High School Completion program and an English Language Development (ELD) program. Under the high school program, we have Career Technical Education (CTE) pathways, and we offer a citizenship course under the ELD program. These elements, along with interventions and supplemental offerings, comprise our school's educational program. The high school curriculum at HCCS is based on the California Department of Education graduation requirements. The following chart shows what is required of high school students At HCCS with 200 credits minimum required to graduate.

HCCS' high school students are eligible to graduate when they have been awarded 200 high school credits: 100 Academic, 90 Elective, and 10 Career Technical (CTE) credits. As part of the 200 credits, transfer credits and employment credits count toward this total. High school credits are awarded by 5 credits (in 9 weeks) and 10 credits (in 18 weeks). Currently, high school credits are awarded every nine weeks when students receive grades. During the 2014–15 and 2015–16 school years, high school students received grades every six weeks. During the 2017–18 school year, we transitioned from a six-week grading period to an eight-week grading period. As soon as the high school students complete 200 credits and those credits are verified, students are eligible to

HIGHLANDS
COMMUNITY CHARTER SCHOOL

GRADUATION REQUIREMENTS

English	30
Pre-Algebra	10
Algebra	10
Biological Science	10
Physical Science	10
World History	10
U.S. History	10
U.S. Government & Civics	5
Economics	5
Career Technical Ed.	10
Electives	90
Total	200

apply for their diploma. After students receive their diploma, they are asked to participate in a graduation ceremony.

Counselors and the registrar work together to compose an educational plan for each student. The registrar and counselors also collaborate to ensure transfer students have received all their previously earned credits. Thus, credits are verified once the registrar receives and processes the students' official transcripts from their previous school(s). Once the counselor is aware of the students' graduation status, counselors schedule students into their respective classes. It should be noted that each student is required to take either Career Success or Leadership in order to ensure their CTE requirements are fulfilled.

Counselors help ensure students will meet graduation requirements by conducting routine check-ins. Over the duration of each check-in, counselors update students on their academic progress; this includes discussing credits earned over the course of the each term. Moreover, each student is provided with an academic progress report. In addition, counselors and students discuss the next class/classes students will enroll into and why. As an adult serving charter, we do not presently offer any college preparatory A-G courses.

Credits Awarded for GED and HiSET

At HCCS most of our students earn credits in two ways: by transferring them from a previous school or by earning them at HCCS through completing courses. However, we sometimes award class credit for students who have passed the GED or HiSET. For the GED, we award credits when students have completed certain sections of the GED where it is appropriate and when it is not prohibited by law. Students are also awarded credits for the HiSET. Students are awarded credits after passing either the English or Spanish version of the test, with the exception of English Language Arts, if the test is taken in Spanish. While students can earn credits, all HiSET students are enrolled in high school, and transcripts are evaluated by HCCS counselors and registrar. Credits are awarded from the HiSET on a case by case basis and are categorized as academic or elective as needed.

1.17: Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

Highlands Community Charter School received a 3-year preliminary Western Association of Schools & Colleges (WASC) accreditation in the 2015–16 school year and is currently WASC Accredited through June 30, 2019. HCCS is currently undergoing the Self-Study process to renew the accreditation prior to expiration and has scheduled a seven person team of WASC representatives to visit HCCS's many locations during February of 2019. HCCS has grown exponentially as have our programs, locations, enrollment, and partnerships. Each instance of growth or change was centered on the benefits they would bring to our students. HCCS submitted substantive change reports to WASC in October of 2018, which were accepted.

HCCS school leadership has used the WASC Action Plan and Local Control Accountability Plan (LCAP) to align all student schoolwide goals. Through the implementation of the WASC plan and LCAP, HCCS engages in authentic stakeholder reviews and input on everything from budget and governance to facilities and curriculum. HCCS utilizes its diverse Leadership Cabinets as a critical review group that reviews, informs, and recommends programmatic development and improvement. The mid-year LCAP review, curriculum review, and WASC review act as internally driven programmatic audits assessing progress against designated goals.

1.18: Informing Students about the Transferability of Courses

Students meet with their assigned counselors in one-on-one appointments that are set to make individual course maps and goals. During these individual meetings, the counselor discusses with the student his/her scope and sequence of all requirements and grade equivalents needed to ensure graduation and college acceptance. If a student is not on-target with his/her graduation road map, the counselor also helps amend his/her scope and sequence to earn necessary credit redemptions and all other prerequisites. Our ELD Navigators are bilingual or multilingual and can provide necessary presentations and documents in the appropriate languages. ELD Navigators work with the students individually to educate them according to their individual goals.

Within the context of these relationships and various presentations, students will be informed about the transferability of courses to other high schools and college, including WASC accreditation. As HCCS is not a college preparatory charter school, it will not generally include A-G classes, but students will be informed that, as graduate, they may enroll in a community college or another college that does not require A-G college preparatory courses.

1.19: Transitional Kindergarten

Serving adults ages 22 years and older, Highlands Community Charter School does not provide a Transitional Kindergarten program. However, we do provide Early Childcare Education (ECE) courses as part of our Career Technical Education ECE program. Through this program, our adult students who are interested in Early Childcare Education provide care to non-school-age children of HCCS students in play care at various sites while working toward a Child Development Associate Teaching Credential and/or a State of California in-home Child Care License.

Academic Calendar and Schedules

1.20: School Calendar

The 2019–2020 calendar below indicates the beginning and end of instructional days for students in yellow. Highlighted in red are the student holidays, gray are breaks, and green are teacher work days/non-student days.

Highlands Community Charter School

2019-2020 School Calendar

July 2019

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2019

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

First/Last Day of School **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

July 8th	First Day of School/Track A	Dec 23rd - Jan 3rd	Winter Break
Aug 8th - 9th	Teacher Work Days	Jan 20th	MLK Day
Aug 12th	First Day of Track B	Feb 14th & 18th	Teacher Work Days
Sept 3rd	Labor Day	Feb 17th	President's Day
Sept 10th	First Day of Track C	Apr 6th - 10th	Spring Break
Nov 11th	Veterans Day	May 4th - 6th	Teacher Work Days
Nov 25th - 29th	Thanksgiving Break	May 25th	Memorial Day
Dec 13th	Teacher Work Day	June 30th	Last Day of School

1.21: Sample Daily Schedules

Through our daily schedules, we ensure that our students are making progress toward course level completion and high school graduation. Our schedules below are listed by program for regular days and early release days.

ELD Regular Day

Time	Period Description	Minutes Per Period
8:25–9:25	Writing & Grammar	60
9:25–10:00	Speaking & Pronunciation	35
10:00–10:45	Math & Consumer Economics	45
10:45–12:00	Reading & Vocabulary	75
12:00–12:25	Technology & Computer Literacy	25
Total		**240 Minutes**

ELD Early Release Day

Time	Period Description	Minutes Per Period
8:25–9:05	Writing & Grammar	40
9:05–9:40	Speaking & Pronunciation	35
9.40–10:15	Math & Consumer Economics	35
10:15–11:00	Reading & Vocabulary	45
11:00–11:40	Technology & Computer Literacy	40

Total		**195 Minutes**

English Language Development: Citizenship

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
5:00–7:00	History and American Government Vocabulary Listening	History and American Government Reading and Vocabulary	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening	Speaking and Pronunciation Listening Mock Interviews
7:00–9:00	Homework Review Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening N400 100q	Listening Speaking and Pronunciation N400: Textbook and CD/ Oral practice	Reading and Vocabulary Writing and Grammar N400 and 100q	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening Test Preparation	Quizzes and Tests
Total Minutes:	**240**	**240**	**240**	**240**	**240**

High School Regular Day

Time	**Period Description**	**Minutes Per Period**
8:00–10:10	English Language Arts	130
10:11–10:15	Break	
10:15–12:25	Algebra	130
12:26–12:59	Lunch	
1:05–3:15	American History	130
Total		**390**

High School Early Release Day

Time	**Period Description**	**Minutes Per Period**

8:00–9:45	English Language Arts	105
9:46–9:50	Break	
9:50–11:35	Algebra	105
11:36–12:14	Lunch	
12:15–2:00	American History	105
Total		**315**

Students must be enrolled in a program with these minimum minutes of instruction. This includes all of our CTE programs and partnerships.

1.22: Instructional Days and Minutes Calculations

Grades	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/ Below State Req't.
1	175	240	46	195	0	0	221	50400	50,970	570
2	175	240	46	195	0	0	221	50400	50,970	570
12	175	390	46	315	0	0	221	64800	82,740	17,940

1.23: Early College and Middle College

HCCS is not an Early College or Middle College High School. As such, requirements for these programs are not applicable to the educational programs at HCCS.

Professional Development

1.24: Recruiting Qualified Teachers

Highlands Community Charter School recruits highly qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third party employment entity

used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers in Adult Education. This gives us the opportunity to market our charter school as a competitive organization in which to work. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

1.25: Ongoing Professional Development

Recognizing the importance of staff development and teacher training, Highlands Community Charter School honors its staff by providing numerous professional growth/orientation opportunities throughout the year. We give our teachers weekly opportunities to use additional out-of-class time for lesson planning, grading, and preparation. Additionally, we offer monthly workshops, trainings, and collaborative opportunities for each of our employees schoolwide within their departments. Some of these include the following:

- During more than half a dozen Teacher Work Days/Non Student Days, HCCS provides a full day of schoolwide staff professional development, offering sessions addressing such topics as employee benefits, community partnerships, CPR training, sexual harassment training, Safeschools Trainings, Catapult Emergency System training, etc.
- HCCS offers monthly instructional professional development days that feature break-out sessions and workshops led by our Professional Learning Coordinator and Lead Teachers addressing such topics as standards alignment and curriculum, use of instructional approaches, materials and assessments, application of technology in the classroom, cultural awareness, leadership, literacy/pre-literacy, etc.
- In addition, HCCS is committed to providing full-time certificated teachers with funding designated to support his/her participation in the pursuit of additional training, advanced degrees or designations, continuing coursework at the college or university level, or attendance at educational workshops and/or conferences, contingent upon annual budget allocations. Our teachers have attended EdTech, California Association for Bilingual Education (CABE), Positive Behavioral Intervention Systems (PBIS), Systematic Instruction and Phoneme Awareness, Phonics, and Sight Words (SIPPS), California Teachers of English to Speakers of Other Languages (CATESOL), CASAS Institute, and Workforce Investment Opportunity Act conferences.

Professional development and collaboration will continue to be scheduled on a regular and ongoing basis to support teachers and staff throughout their careers at HCCS. In establishing a professional teaching environment, HCCS will continue to ensure collaborative, schoolwide planning time for teachers to design student-focused curriculum, pedagogy, and assessment through which students can make connections and deepen their understanding of concepts and achieve higher levels of academic success.

Moving forward, HCCS will continue to strengthen internal professional development, which will focus on curriculum alignment and teaching strategies/delivery. We plan to begin a structured and supported system for teachers to observe their peers and learn from one another first hand. Additionally, we are in the process of creating a systematic approach to external professional development, which will ensure that each teacher is allotted the same number of conference opportunities throughout the year. HCCS will continue to survey teachers and students' needs, allowing for those results to drive the professional development calendar.

In order to ensure that HCCS teachers are prepared to successfully deliver a rigorous curriculum, we hope to improve upon initial induction as well as ongoing professional development for all teachers in all disciplines. After much internal dialogue and cross-departmental discussion, HCCS created a professional development plan for the 2019–20 school year which will include common themes of curriculum implementation, teaching strategies, and improved communication.

	ELD	HS	CTE	Office
Summer	Curriculum: objectives, materials, lesson plans, rubrics	Collaboration: cross-curricular/team building	Curriculum: align to state mandated requirements	Customer Service: conflict management
Fall	Instructional Strategies: multilevel, differentiation	Leadership: teacher culture, sharing, CTSP	Engagement: student buy-in for CTE programs	Legality: registration, orientation, files, FERPA
Winter	Cultural Competency: teachers and students	Curriculum: standardize, accountability (check-ins)	Integration: high school/CTE course content	Health/Safety: process and protocol clearly delivered
Spring	Classroom Management: techniques, sharing, teams	Grading System: process for credits, progress reports	Relevance: graduation to job market transfer of skills	CASAS/ PowerSchool: training, internally and externally

At Highlands Community Charter School, we recognize the important role new teacher support plays in preparing great teachers for the rest of their careers as educators. It is the mission of the induction team at HCCS to not only provide regular support through mentorship and professional development but also provide new teachers with leadership skills and the opportunity to demonstrate their abilities through systems of professional growth. Partnering with both Sacramento County Office of Education's Induction program for Single and Multi Subject Credentials and the San Diego County Office of Educations' Designated Subjects Credentialing Consortium for CTE and Adult Education Credentials, HCCS facilitates and provides sponsorship through two years of growth and professional learning, covering the cost of tuition, training, and mentor partnerships. Highlands Community Charter School prides itself on helping teachers build lifelong skills both in the classroom and in their long-term professional goals as academic leaders dedicated to the success of students.

Meeting the Needs of All Students

1.26: English Learners

Highlands Community Charter School is committed to all students, including English Language Learners ("ELLs"). HCCS meets all applicable legal requirements for ELLs as it pertains to annual notifications, student identification, placement, program options, ELL and content instruction, teacher qualifications and training, Reclassification to Fluent English Proficient status (RFEP), monitoring and evaluating program effectiveness, and standardized testing requirement. HCCS implements policies to assure proper placement, evaluation, and communication regarding ELLs and their rights.

Identifying English Language Learners
HCCS administers the Home Language Survey ("HLS") upon initial enrollment though our registration forms where students answer the following Home Language Survey questions:

1. Do you speak English fluently?
2. What language did you first learn to speak?
3. What language do you most frequently read/speak at home?

These questions are used to determine a student's home language status as follows:

- *English Only (EO)*
  If the answers to the three questions are "English", the child is classified as English Only.

- *Possible English Language Learner*
  If the answers to any of the three questions on the Home Language Survey indicate a language other than English, or a combination of English and another language, and there is evidence of significant non-English exposure, then the student is assessed using CASAS to measure his or her level of English proficiency. The student is then consulted by a staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the student.

- *Self-Identified English Language Learner*
  If a student initially self-identifies as an ELL, s/he is immediately assessed for English language proficiency for appropriate placement and is automatically placed in an ELD classroom appropriate to his/her level.

Educational Program for English Language Acquisition
As HCCS is required to timely identify potential ELLs and provide them with an effective English language acquisition program that affords meaningful access to the school's academic core curriculum, instructional plans for ELLs are (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

HCCS implements our own English Learner Instructional/Master Plan. The instructional plan encompasses the following, including but not limited to:

- How ELLs' needs will be identified;
- What services will be offered;
- How, where, and by whom the services will be provided;
- How the program for ELLs is evaluated each year and how the results of this assessment will be used to improve those services (annual report of the assessments)

Using Standardized Assessment to Support Student Progress
In accordance with state and federal regulations, students whose HLS indicate that a language other than English is used at home are assessed for their English language proficiency level within 30 calendar days of enrollment. In addition, students are notified of the assessment results and program placement within 30 calendar days of initial enrollment.

Based on a student's overall performance on the CASAS, s/he may be classified as an English Language Learner or an Initially Fluent English Proficient (IFEP) student. Once a student is identified as an ELL, s/he is placed in an ELD class that supports her/his identified level. State and federal guidelines require

each EL to be assessed annually to determine their progress in acquiring English language proficiency; however, at HCCS each student is assessed every six to eight weeks with the CASAS and additional end-of term assessments to capture progression and to advance through program levels efficiently until she/he meets the eligibility criteria and is Reclassified Fluent English Proficient (RFEP).

Strategies for ELL Instruction and Intervention

The instructional design model used at HCCS places heavy emphasis on differentiated instruction to meet the needs of the ELL population based on academic and language readiness. Through the well-defined professional development plan that accompanies this instructional design model, teachers are trained on a variety of instructional strategies to be used specifically with EL students. These strategies include support materials from state adopted materials, academic language scaffolding, and full-time instructional support with our English language learner expert instructional staff. Our Professional Learning Coordinator conducts regular staff development sessions to review current practices and develop strategies for students.

In order for the ELL students to remain current with their peers, HCCS emphasizes alignment to state adopted standards and materials to ensure ELLs have the same core base of knowledge. Additionally, ELLs are provided with supplementary materials to create extensions and scaffolding to the curriculum for better understanding of the materials.

The use of academic language scaffolding demonstrates to ELLs the step-by-step processes to complete tasks on their own. Scaffolding includes several linked strategies including modeling academic language, contextualizing academic language using visuals, gestures, and demonstrations, and using hands-on learning activities that involve academic language.

Process for EL Reclassification

We have developed a process and an accompanying form outlining the criteria for EL reclassification. Specifically, we assess the four components laid out in CDE's guidance:

1. We will continue to assess English language proficiency (ELP), using CASAS (Comprehensive Adult Student Assessment Systems) results, which we obtain every 6-8 weeks from our students. We pair that with internal measures of English language proficiency which are designed around our curriculum and are in turn aligned with state and federal standards.
2. Our ELD teachers use both periodic and end-of-term assessments to review students' mastery of curriculum. Our high school teachers use formal assessments at the end of chapter, unit, and term to assess students' mastery of curriculum.
3. As adults, our students are invited to participate with opinions and consultation regarding their readiness for reclassification. They are advised at the beginning of the year (or upon entry into our ELD program) and then annually of their rights and the process of reclassification.
4. We use PowerSchool and other tracking methods to establish the range of performance by English proficient students, and then use those results to compare with ELs' performance.

Process for Monitoring Progress of ELs and Reclassified (RFEP) Students

We are making substantial improvements to our schoolwide curriculum for ELD classes, our internal assessments and instructors' ability to use them, and our entry and tracking processes for ELs' progress. With these fully in place, we will be better able to track students and obtain more useful data on ELs' progress. The same will be true of reclassified students as they proceed in our programs. Enhanced assessments and tracking, along with our Reclassification Specialist in charge of the reclassification and monitoring processes, will allow us to do more tracking during progress.

Process for Monitoring Progress and Effectiveness of Supports for Long Term English Learners (LTELs) and for Students At-Risk of Becoming LTELs

Given that our program is much shorter than six years, we have not implemented a process for identifying or monitoring the progress of LTELs. Nevertheless, we are improving our methods for identifying and intervening with at-promise students. In our high school program, teachers and counselors have implemented a program to identify students at risk of not making academic progress. This process will help identify students at risk of becoming LTELs. The Reclassification Specialist, working with our data team, will also work within our ELD program to identify students whose progress is slower than expected.

1.27: Students Achieving Above Grade Level

While Highlands Community Charter School does not subscribe to a Gifted and Talented Education (GATE) specific program as we are primarily serving adults who have previously faced many obstacles to achieving academic success, our methodology meets the advanced educational needs of our high achieving students within the regular classroom by tailoring individualized learning plans for each of our students and providing level appropriate content and support. However, we recognize that many of these obstacles are not necessarily intellectual, and as such, we strive to identify and support our high achievers.

With our highly individualized learning plans and differentiated classrooms, identifying high achievers comes naturally as students are able to demonstrate proficiency and progress on a daily basis through one-on-one formative assessments, bi-monthly CASAS assessments, and course completion rates. In HCCS high school classrooms, students are able to progress through course content as quickly as they feel comfortable and are awarded grades and credits upon course completion even though course content is designed to take either nine (9) weeks or eighteen (18) weeks depending on the course. Additionally, all High School students at HCCS are assessed in reading and math every six (6) to eight (8) weeks. In the ELD classroom, students work in multi-level classrooms where their instructors formatively assess them on a daily basis and can freely adjust and deliver content complexity as necessary as multiple levels and content areas are being addressed daily. HCCS ELD students are assessed in reading, listening, and math by CASAS proctors every six (6) to eight (8) weeks. ELD Teachers administer summative assessments at appropriate times during the term, including at the term's end and award progress marks to determine whether individual students are ready to advance to the next level.

Based on these assessments, individualized and small group lesson plans are prepared for each student. Students working above content level are placed in the curriculum at the appropriate level, which allows them to work in a content-accessible environment. For example, a Low Beginning ELD student may be working in the Low Beginning curriculum in Writing but at a High Beginning curriculum level in Reading. This student might change group settings throughout the day to allow for higher stimulation of content through new group settings. This allows for individualized instruction in the coursework area that is appropriate for the student and allows them to work at a pace and in an environment that is most appropriate to their abilities. Students who are advanced in all content areas can work ahead in all coursework, and students who have a specific aptitude in one or two subjects can work ahead in those specific subjects but still receive the time and attention they need for content areas in need of deeper focus. This classroom-based, individualized learning environment allows academically high achieving students to accelerate their learning, propelling them more quickly toward high school completion and diploma obtainment.

Additionally, we currently implement or are working toward the implementation of the following enrichment programs for students who show great aptitude in other areas of the curriculum:

- Our Early Childhood Education (ECE) program students currently use *Edynamic* to access advanced classes and electives. We plan to train teachers on the use and implementation of this resource as an additional tool to support our high achieving students in their academic goals and keep them engaged in their learning throughout their academic careers here at HCCS.
- High achievers may currently choose to become teaching assistants in various elective classes, where they can hone their own academic skills through the guidance they provide other students with the direct support and oversight of the instructor.

By providing individualized programs for high-achieving students, Highlands Community Charter School is able to meet the needs of those students who have a greater aptitude in one specific subject matter area, as well as those students who are high achievers in multiple areas. In this way, all students' needs are being addressed.

1.28: Students Achieving Below Grade Level

Students Achieving Below Grade Level
We choose to serve the unserved and recognize that this means many of our students have struggled with academic achievement in the past. We believe that all of our students are capable of greatness and go through great strides to remove obstacles to their achievement today. Our classrooms, by design, effectively serve students who, historically, are academically low-achieving, as well as those who are academically high-achieving.

Given the vast differences in educational, cultural, socio-economic, geographical, and emotional backgrounds of our students, we know that they will all learn at different paces. In the same way we identify and support our high achieving students, we use highly individualized and differentiated classroom setting and multiple assessment strategies to determine which of our students are in need of additional supports in order for them to successfully achieve their academic goals. Our individualized and differentiated classrooms support students in completing their required coursework and curricular content in a self-paced fashion, allowing them additional class time and instructional support to master curricular content before advancing.

By having a year-round learning program, our students are able to maintain their focus, motivation, and educational momentum with less interference of external distractions that might deter them from returning at summer's end. This promotes in our students a sense of commitment, and we regularly tell them, "Progress requires commitment, and commitment requires attendance." When our students feel committed to their own achievements, this leads to happiness which contributes to great learning environments for all and radiates to the surrounding community.

All of our students have decided to further their education because they desire to learn and produce purposeful, meaningful work in order to better navigate the world around them and participate in the community in contributory ways. When they are able to learn at their own pace, and the teacher, through his/her observations of each student, is able to prepare individualized lessons to meet the needs of the students in his/her classroom, this system has a foundation built on trust and respect of the individual, resulting in community members who make marked impressions on all those who witness success beyond expectations.

Our plan for low academic achievers includes three remediation areas. These include: Student Success Team (SST) plans, access to academic support programs, and the availability of supplemental materials to teachers.

Student Success Team (SST) members identify specific academic areas of need for low achievers and plan interventions that are monitored and reviewed at subsequent meetings. Plans include specific modifications within the classroom, resource materials and referral to supplementary assistance, and programs that target specific academic skills.

Programs, assistance, and services that target the needs of academically low achievers include:

- Reading Specialist
- High School Reading Skills classes
- Multilingual Paraeducators
- Math Paraeducators
- Literacy Classes - our ELD non-literate students, who have had very little, if any, access to written texts in their native languages are provided specialized instruction by Second Language Learner (SLL) literacy specialists.
- SIPPS Reading
- Student Engagement Liaisons

HCCS's curriculum has the flexibility to provide concrete materials for those students who are not ready for more abstract learning. The flexibility of the curriculum also allows for students within a classroom to work at multiple skill levels. Students' individualized work plans are modified to target skill remediation as needed or to provide additional challenges for skills already achieved. In addition to the availability of a wide variety of materials, teachers have access to supplementary materials and support from the Resource Program. Teachers check out materials to target skill areas as needed. They also have access to the Pre-referral Intervention Manual (PRIM), which provides multiple classroom interventions for specific academic areas.

Response to Intervention (RTI)/Student Success Team (SST)
Highlands Community Charter School teachers and staff utilize the Response to Intervention Model (RTI) to address the educational needs of our low achieving students to ensure learning is occurring. Struggling students are identified by procedures established by each school site, including CASAS results, student performance below 70% in a core subject area and/or failing to make adequate progress to next level courses. These students are provided with interventions such as highly qualified, research-based classroom instruction, ongoing student assessment, multilevel and differentiated instruction, and strong student involvement. These services are provided by a variety of personnel, including paraeducators (i.e. teacher assistants) and teachers during a scheduled RTI period. After appropriately utilizing the RTI process, students requiring further modifications other than additional instruction and re-teaching will trigger the Student Study Team (SST).

The SST focuses in-depth on one student at a time and encourages the adult student to participate in finding solutions. The SST uses a systematic problem solving and coordinating approach to assist students, teachers, and staff in seeking positive solutions to concerns that are interfering with success and to maximize student potential. The SST clarifies problems and concerns, develops strategies and organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher, and student. This process informs individual and class wide actions to address issues such as use of classroom resources, behavioral management, and classroom modifications. Many students can benefit from an SST, including those students achieving below or above grade level and students who have experienced emotional trauma, behavioral issues, or language issues.

Anyone who has a concern for a student can refer that student to an SST based on the RTI model for consideration. Our adult students may also self-identify and seek services for themselves. The referring party completes an HCCS SST Referral Form and submits it to the Director of Curriculum and Instruction and the student's counselor, who establishes an SST meeting. Anyone who is connected with that student can be included in the SST to provide information to share about the student's strengths, concerns, and strategies that have been used in the past. These people may include, but are not limited to, teachers, parents, counselors, doctors, administration, social workers, advocates, and law enforcement. Progress on action items is monitored by setting a follow-up SST meeting date within 4-6 weeks of the initial meeting. At the follow-up SST meeting, action items are reviewed, and student progress is discussed. The follow-up SST meeting is documented on the *Student Success Plan Follow Up,* at which time the action plan may need to be modified and additional interventions may be added depending on student progress.

A key goal to the HCCS RTI model is to improve the outcomes for all students. After implementation of an SST plan and follow up, if the problem continues, revisions to the plan may be discussed, or if necessary, a referral for special education or Section 504 assessment might be deemed necessary by the SST.

1.29a: Socioeconomically Disadvantaged/Low Income Students

At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies socioeconomically disadvantaged/low income students upon registration through our Household Income Data Collection form, and the information collected is recorded in our PowerSchool SIS system, allowing HCCS staff to monitor and track students in this subgroup.

As a large majority of our student population are identified as socioeconomically disadvantaged/low income, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in fun academic enrichment activities that are aligned to their level-pacing academic plans and are taught cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how to use mental models. Additionally, in order to meet the economic needs of this subgroup of students, HCCS holds workshops with partners on issues related to economic need.

1.29b: Students with Disabilities

Overview

Highlands Community Charter School will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older and is not required to join a SELPA pursuant to Education Code 47641(a) either on its own or with a grouping of charter school LEA's as a consortium. As such, HCCS does not receive state and

federal revenues in accordance with the SELPA's allocation plan. However, if a student, who previously had an IEP, enrolls at HCCS, a copy of the previous IEP is reviewed to identify specific learning disabilities from the SST to determine if the student is then 504 referable. If HCCS can meet the accommodation requirements from the previous IEP, then these accommodations will be incorporated into an SST as strategies. Any decision to deny or grant an accommodation by the SST shall be made in accordance with the law. Implementation of Special Education service begins with a Response to Intervention and pre-referral remediation and monitoring of low achievers by Student Success Team members. The team identifies problem areas for low achievers and plans interventions that are monitored and reviewed at subsequent meetings. When students do not make satisfactory progress after implementation of remedial programs and strategies, they may be referred for evaluation under Section 504 of the IDEIA.

Students in this subgroup are monitored in the same way as their general education peers except with some accommodations and modifications according to each student's SST or 504. Special education teachers are expected and required to provide progress reports on SST/504 goals at the same frequency in which general education teachers provide report cards and progress reports.

1.30: Students in Other Subgroups

Former Foster Youth

HCCS students are identified as former *Foster Youth* through enrollment applications. HCCS tracks students formerly in foster care through CALPADS. Students' assigned school counselors at HCCS meet the needs of each student individually by providing access to resources (e.g., clothing closet, food pantry) or to partners and mental health providers who are readily available to assist with the mental health needs frequently associated with students formerly from the foster care system. Interventions for students formerly in foster care are provided as needed through an SST (Student Success Team) process, which is provided depending on need based in academic and behavior performance. Additional support is provided to HCCS former Foster Youth through our student meetings and teacher and administrator open door availability. Teachers track how former Foster Youth are performing academically in their SST Action Plans after each benchmark to ensure they are maintaining growth.

Standard English Learners

Standard English Learner (SEL) students who speak African American Vernacular English (AAVE) and Latino American Language have mastered a language variety that is of a non-mainstream form. Each of these varieties is based largely in English vocabulary and grammar but employs its own phonological, lexical, syntactic, discourse, pragmatic, and usage features. These non-mainstream varieties are systematic and highly structured, with explicit rules for forming sounds, words, and sentences and are highly effective and useful as language systems in their communities of practice. The retention and application of the complex linguistic rules of these English varieties generate differences between the students' home speech and the language of the school. SELs are identified through examination of writing samples since SELs tend to write in an oral style that reflects the dialectical variance. Teachers and Specialists meet the needs of this subgroup through daily classroom instruction and support. HCCS provides focused professional development for its instructional team and monitors the progress of students in this subgroup through assessments and tasks that identify features of AAVE and Mexican American English such as students' ability to use context clues, word parts, multiple choice, examining writing samples, and monitoring fluency.

"A Typical Day"

1.31: A Day in the Life of HCCS

Many of our students start their day with their children, getting them ready for school, walking them to school, to the bus stop, or dropping them off in their car. Some of our students bring their small children to school at HCCS with them for play care. For our night classes, our students often arrive at school right after work.

Once our students arrive at school, they go to class, greet their teachers and classmates, enjoy tea or coffee, and settle into class. Days typically start with a warm-up, reading, or discussion to get students' brains warmed up and excited for the day ahead. Our teachers utilize thought provoking subjects to spark our students' intellect.

All of our classrooms utilize technology—many of them in very innovative ways. You may find a teacher utilizing Google Classroom and assigning projects to students which they receive on their personal cell phones. Other classrooms may utilize personal laptops where students can independently research topics, use web-based tools in study groups, or work on their resumes. Each teacher is able to tailor the classroom technology to his/her student population. For our multilevel high school classes, students are grouped at tables by the subject they are currently studying and work as a team towards their projects or work.

One of the most cherished experiences of our students at HCCS is the diversity of our "HCCS family". We have students from over 60 countries who speak 30 different languages. Our students become friends, support systems, mentors, and sometimes family during their time at HCCS. While walking our campus at lunch or break time, you will find diverse groups of students socializing together, laughing, or sharing food. Food is a huge part of the HCCS culture. It brings people together, allows our students to share their culture, and strengthens the relationships of our students.

Our high school students rotate classes based on their credit deficiency and level. A high school student's typical day could start in our English classroom, where they are reading a novel, then go to their pre-algebra or algebra course, where every student who walks through our doors with math anxiety leaves with confidence and appreciation for math, and their day may end in a career success class where they are learning about soft skills, interviewing techniques, and proper career attire.

During their time at HCCS, our students will come into contact with a number of different support personnel from paraeducators in their classrooms who can provide one-on–one assistance to career counselors in the student success center who can assist with record expungement, license reinstatement, and refer students to part-time employment to survive while attending school. Their counselor checks in with them on a regular basis, and our clear connection group provides a weekly support group for students who are dealing with a variety of addictions.

Student Biographies

Lupe Aguilera spent most of her life making noise so that someone would notice her. As a child, who grew up in a family of 14 siblings, Lupe was never given the recognition or support she needed to believe in herself. What's worse is that no one believed her when she told them she was being abused in her own household. "It got to the point where I wanted to just shut myself out. So I got myself into trouble all the time because I felt like my mom wasn't paying attention to me," Lupe said. "I thought if I got into trouble, maybe she would start paying attention to me." When she realized no one was listening, Lupe

said she started to act like the housemaid in order to get herself away from her abuser. She would clean up the five-bedroom, three-bathroom home once a week so that she could get permission to leave for as long as she liked.

Lupe went from couch to couch, family to family, group home to shelter, trying to find someone, anyone who would care. Finally, she found that one person who turned it all around for her, but it wasn't until much later in her life—after she had already had two children of her own. "I was in the shelter with my kids, and I was still messing up—still coming home late and drunk. I couldn't get it right. After a while, the workers at the shelter called me in. They were just tired of me because I couldn't get my shit together," Lupe remembers. They all sat Lupe down at a table and told her that everyone had voted her out, that no one wanted her there anymore, and that they didn't see anything in her. They told Lupe what she had been convincing them of all along—a truth she had believed herself.

"But there was this one guy there. His name was Jeff, and I'm never going to forget hi. He told me, 'I do see something in you, and I think you should stay. I think you should work this program like I know you can.' And ever since he told me that and believed in me, I got my shit together. I think I was just always looking for someone to do that, but I didn't know that it was that I needed," she said. Finding her place in this shelter helped Lupe to understand that when you fall down, it's okay to ask for help getting back up. "When I initially left to join the shelter, I told my parents, who I was living with at the time, that I was going to a hotel because I knew they would disown me if I told them. They had too much pride and thought they could help me themselves. Plus, me living with them was providing them with more disposable income," she said.

But once Lupe broke down and told her parents, the opportunities started opening up. "They were so mad at me," Lupe said as she started to cry. "I just told them that it's good for me and good for my kids and that I'm trying to be something better that I know I can be." Shortly after, Lupe earned a spot in transitional housing and started making strides for herself and her family. She started working full time and attending AA and NA meetings. "I couldn't believe I was making moves without having a partner by my side," Lupe said, "because Mexican women think that we need a partner to be with us because they are going to be our suppliers for everything and that we gotta depend on them, but it's not true. We need to know that we can depend on ourselves."

The outreach that she received through her shelter and those giving back in the community shook Lupe to her core. "It was so crazy—I never knew there were people out there like that. It made me change my ways," she said. Lupe said when she looks back on the years of her life that were spent high, she remembers how desperate she felt and doesn't want to ever return there. "I was going crazy. Like I would see or hear things that weren't even there. I would take so many pills, and I would faint," she said. "I just want to be better. My mom has always been that person who takes advantage of everybody. So I didn't want to be like my mom, and I still don't want to be like my mom. I think that's why I try to do everything I can for my kids now."

Lupe's relationship with her children has evolved greatly over the years, and she has finally won custody of her boys from a relationship which caused her much turmoil in her past. "Going through the custody battle with my kids was so hard because I couldn't read or write. I was constantly using my phone and talking to it to see how things were spelled to write it down on all that formal paperwork. It was hard," Lupe said. "I've come so far, and I won't stand for things anymore. I'm not going to be cleaning up after anyone else for the rest of my life." Now is the time in Lupe's life where she is focused on herself and her family. The first step in that journey was her graduation from Highlands Community Charter School on January 25, 2018. She is also an employee, working in the Clothing Closet and providing resources to those of our students in need. It was Lupe's vision to develop a mobile clothing closet for our school, which has made resources more readily available to those who are not on our main campus.

Brian is a 32 year old who attended 8 different schools from elementary to high school due to behavioral issues. He was given an IEP for his ADHD and never had expectations of success for himself. He dropped out of school in 10th grade, joined a gang, and started selling drugs to buy what his single mother couldn't afford. His choices led him to multiple incarcerations, never working an honest job, and a severe lack of self-confidence. While Brian was on probation, he was referred to a community partner for permanent housing where HCCS provided on-site education. Brian enrolled in our High School Completion program and our Truck Driving program to earn his diploma and Class A License. Brian faced significant challenges with Math and required one-on-one support and instruction. In the past, Brian had significant anxiety and struggles with math. HCCS was able to provide assistance to Brian, and he was able to pass his Algebra class and build his self-confidence and ability to succeed in school. While studying for his high school diploma, he also took our Truck Driving Pathway and earned his Class A License. Passing his Class A Permit test was a huge confidence builder and one of the first successes he's had in his life. This gave him the confidence to learn the skills necessary to pass his behind-the-wheel test and earn his Class A License. With a high school diploma and Class A License under his belt, Brian was able to go out and start his first job. This is a huge accomplishment for Brian! Now, two years later, Brian is still working as a Truck Driver for a local distribution company, earning a livable wage, supporting his family, and giving back to the community.

Shatoya is a 26-year-old high school dropout. She dropped out of school after her mother passed away when Shatoya was in the 11th grade and was placed in foster care. In and out of different homes and dealing with the death of her mother, Shatoya was not able to recover and stay in school. Shatoya lives in the Del Paso Heights neighborhood and was riding the bus one day when she saw a sign for Highlands Community Charter School and decided to stop and see what we had to offer. Shatoya always promised herself that she would earn her diploma for her mom and for herself. She enrolled in school and started the next day. At HCCS Shatoya became very active in student government, tutored her peers, and volunteered with the food distribution program. She earned a 4.0 and had perfect attendance during her time here. The teachers and staff recognized the bright young woman's potential and encouraged her to go to college and continue her education after graduation. Upon graduation, Shatoya enrolled at American River College to become a social worker to help young girls like she once was and change lives. While at American River College, she used her skills and passion from Highlands Community Charter School and assisted in the development of a student food pantry for students. Shatoya earned her associate degree and is currently working for the County of Sacramento while continuing to pursue her education and a bachelor's degree.

Blanca is a mother of 4 and an immigrant from Mexico. She worked at Jack-in-the-Box for 12 years as a manager to support her family. Blanca enrolled in our ELD program to improve her English and get a better job. She entered our program with good speaking and listening skills but needed to improve her reading and writing skills in English. Blanca spent 18 months in our ELD program, moving from Level 3 to Level 7. After completing Level 7, Blanca took our Bridge to high school class and re-designated to our high school program. While attending our High School Completion program, she was able to finally pursue her dream of getting a better job by taking our Early Childhood Education pathway and earning her Child Development Associate Credential. Blanca is currently taking Algebra, Economics, and interning with our Play care program. When Blanca walks the stage to receive her high school diploma with her children and husband in the audience, she will be living out her dream of a better job, showing her kids you can accomplish anything you put your mind to, and creating generational change.

Katya is a 30 year old immigrant from Ukraine where she was a bank manager. Katya came to the United States as an adult with her husband who was a successful lawyer in Ukraine. Katya had a basic understanding of English from her education in Ukraine, but wasn't confident in her speaking skills because of her accent. When Katya and her husband came to the United States, they had $120 and an

empty apartment. Katya's husband worked as a pizza delivery man at night to support their dream of becoming successful in the United States. Katya was able to connect with our student services staff who coordinated a donation of furniture, clothing, kitchen items, and toiletries for their home. Katya enrolled in our High Beginning ELD class and took her studies very seriously. She made a lot of friends from different countries, and they met outside of class for coffee to practice English and explore Sacramento together. Katya moved quickly through the levels and progressed to our ELD Bridge class in one year while also volunteering in a lower level class in the afternoons. Katya's teacher saw her potential, work ethic, and positive attitude and recommended her for a paraeducator position at HCCS for a literacy level course. Katya is now an employee of Highlands Community Charter School and loves giving back, changing lives, and encouraging students on their journey.

Elements 2 & 3: Measurable Pupil Outcomes and Method by which Pupil Progress Toward Outcomes will be Measured

The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. **(Ed. Code § 47605(b)(5)(B).)**

The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. **(Ed. Code § 47605(b)(5)(C).)**

Measurable Goals of the Educational Program

2.1: Description of Measurable Goals and Objectives

HCCS' annual goals and unique educational goals/objectives may be found in *Element 1—1.8: HCCS Annual Goals and Actions*

Measurable Pupil Outcomes: Summative Assessment Performance Targets

2.2: Specific Performance Targets

HCCS' specific performance targets may be found in *Element 1—1.8: HCCS Annual Goals and Actions*

2.3: Plan for Assessing Student Growth and Achievement

HCCS' annual measurable goals may be found in *Element 1—1.8: HCCS Annual Goals and Actions* (IF included in LCFF)

2.4: Other Performance Targets

HCCS' annual measurable goals may be found in *Element 1—1.8: HCCS Annual Goals and Actions* (IF included in LCFF)

Method for Measuring Pupil Progress Toward Outcomes: Formative Assessment

3.1: Monitoring and Measuring Student Progress

Measuring Student Progress
At HCCS our assessment procedures are essential accountability tools and help us to improve instruction and ensure student success. Our assessments and assessment results allow us to measure and track student progress. As we previously discussed in Element l, all of our curriculum objectives and assessments are aligned to the Common Core State Standards. Other formative and summative assessments are intended to assist us in the following areas:

- To inform our teachers of their students' levels and needs
- To ensure teachers recognize both areas of strength and growth and can supplement instruction where it is needed
- To provide our students with meaningful feedback about progress toward goals
- To ensure our school is making progress toward our vision, mission, and schoolwide learner outcomes
- To compare our school's academic performance data with other similar schools

As part of our instructional program, we assess students using a variety of assessment tools, including formal and informal assessments. We believe that all students excel academically when they are held to high standards and that all of our students meet our curriculum standards which we utilize to continuously assess our students' progress.

HCCS Assessments and Frequency

Enrollment Assessment
At HCCS we assess all of our ELD and high school students as part of the enrollment process. The assessment process varies between programs, but both programs assess all incoming students during registration.

ELD Placement Test
For our ELD students, we use two types of assessments. For reading, listening, and math we use CASAS and for writing and speaking we use in-house benchmark assessments designed by our Lead ELD Teachers and approved by our Director of Curriculum and Instruction. Our CASAS assessments are paper-based for our Literacy students and are computer-based for our Beginning Low to Advanced students. For our speaking test, the teacher begins by introducing themselves and asking the student basic conversation questions, such as their name and how to spell it. Then the teacher presents images to the new student and asks leveled questions about the pictures. The purpose of the speaking test is to illicit as much English as possible within the context of the images. If students can appropriately respond to questions, the teacher continues showing images and asking increasingly difficult questions. Students are then given a speaking level based on the test. After the speaking assessment, students are asked to respond to a leveled writing prompt that correlates to the level they received on the speaking test. If the writing prompt is too difficult, the teacher can give them the prompt that is a level below. The purpose of the writing prompt is to get a sample of the writing that represents the students' ability. The writing assessment is then graded, and the student is placed in the appropriate class.

High School Placement Test
For our high school students, we only utilize CASAS assessments as part of our new student enrollment. High school students are assessed in reading and math and placed in classes based on their enrollment

assessments as well as their transcripts. For our ELD students who are moving into our high school program, we assess them in reading, listening, and math to ensure that they are ready to enter high school.

CASAS Assessments

The one assessment tool that is utilized as a universal screener across all programs is the Comprehensive Adult Student Assessment Systems (CASAS). This nationally recognized assessment system integrates Common Core Standards which align to our curriculum in both ELD and high school programs. All students are provided these universal screeners to initially assess placement level and later on to assess learning gains throughout their time at HCCS. Additionally, we use CASAS to track our students' levels and progress through our ELD and High School Completion programs. After the enrollment process, students are CASAS tested on average every 6 to 8 weeks. Our goal is for students to improve by one level per every term, where one level is equal to a minimum of one point and a maximum of ten points.

Teacher Designed Formative Assessments

At HCCS teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations
- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
ELD Unit Assessments	Theme-based objective assessments	Monthly
ELD Content Mastery	End of term assessments and course grade	At the end of each term
High School Content Mastery	Course assessments and course grades	At the end of every high school course

Evaluation Methods
At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios. While course completion does not include an end-of-course evaluation such as a standardized test, many assessment types are implemented. Formative assessments that have been aligned to the state standards for the various units of study for the academic courses are used. For example, our U.S. History course has several standards-aligned units of study, each of which has a schoolwide, formative assessment tool that is used as part of the completion process. At HCCS our students are a very diverse group at varying levels. Through the guidance of our Director of Curriculum and Instruction, we elected to use formative assessment as part of the assessment process and throughout smaller units as a basis for some of the skills assessment. In this manner, we have one form of assessment that we can use to indicate proficiency for smaller units in a course. These formative assessments are only one measure of assessment. Evaluation measures are varied and include projects, teacher evaluations, work samples, etc. At HCCS we evaluate a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology, or demonstration of research skills. One of the primary roles of providing instruction is to evaluate the student's proficiency and skills acquisition, and we use multiple measures of assessment in our courses as part of our course evaluations.

Multiple Assessments
At HCCS we use CASAS scores as one measurement of a student's proficiency and skills attainment; however, they are not the only measure. CASAS scores help us to identify strengths, challenges, and areas of need. As an accountability measure, they are also in alignment with how CASAS scores are used along with the State's accountability indicators.

HCCS utilizes various methodologies to determine students' levels of academic success and, ultimately, their ability to graduate. These evaluations are based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework and formative and summative tests and criteria.

The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of Common Core standards such as presentation skills in the listening and speaking standards, integration of technology, or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. One of the primary roles of the teacher besides providing instruction is to evaluate the student's proficiency and skills acquisition. Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits.

Data Analysis and Reporting

3.2: Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data

At HCCS we use assessment data in four primary ways. First, we want to assist student learning as a diagnostics tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area. For teachers, this means truly understanding our students' strengths and weaknesses. We want to ensure that if a student is falling behind in an area, we can provide

them with the tools they need. We have paraeducators in English and math and Reading and Literacy Specialists. If we understand where our students need to improve, we can assist them.

Second, we use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing. This is a critical component for our stakeholders. At HCCS we have a team of professionals who analyze academic performance data. We look at everything from enrollment and enrollment assessments to demographic data, CASAS assessments and gains, grades, graduation rates and retention data. By analyzing student learning by year, we see how we are doing by teacher, course, program, and school compared to similar schools.

Third, we use assessment data to determine if a student has met or exceeded the necessary level of competency to gain formal recognition such as to complete a level or receive a diploma, licensure, or certification. In our ELD program, when a student meets all of the content and level objectives with an M, the student completes the level and moves to the next course. CASAS scores and teacher assessments are also considered part of the level completion process. For high school students, they complete courses when they earn a C or higher and have earned the required credits.

Lastly, we use assessments to determine if a student is underperforming in relation to their peer group, and we then evaluate if intervention supports are required or if the student is in the appropriate course. There are times when students are enrolled in courses that they are not able to complete. At HCCS one use of assessment is to ensure that students are appropriately placed. In some instances, it is imperative that a student enrolls in a remedial course to get the academic support they need, while other times the student can get support from their teacher, a paraeducator, or a specialist who will work with the student until they are able to complete course materials and assessments.

Grading, Progress Reporting, and Promotion/Retention

3.3: Grading and Progress Reporting Systems

English Language Development Grades

At HCCS we have two grading systems: one for ELD and one for high school. Our ELD grading system is M, A, D, and E.

M is for a student who is meeting or exceeding standards. This student regularly turns in assignments on time that are of A or B quality. This student would also be eligible to advance to the next level within ELD.

A is for a student who is approaching standards. This student is submitting assignments of average quality much like you would see with a C student. This student is trying but may be struggling with content and needs more time in this level. This student is not eligible for level advancement.

D is for a student who is still developing an understanding of the standards at the time grades are assigned. This student might submit assignments of below average or D quality or might be unable to complete assignments on time because they are new or because the content is too difficult. This student is not eligible for level advancement but may need to be dropped one level for comprehensible input.

E is for a student with emerging understanding of standards. At HCCS this grade is reserved for a student with poor effort to complete assignments. The assignments submitted by this student would be of very poor quality or similar to an F student.

At HCCS we first started the ELD grading system, MADE, at the end of the 2016–17 school year. Prior to the 2016–17 school year, we did not have an ELD grading system in place. It was created to ensure that the ELD students were proficient and meeting each level objective stated within HCCS's ELD curriculum before moving to the next level. It was also created to show ELD level completion, as M indicates that an ELD student is ready to move the next level. ELD students receive grade reports at the end of each term.

High School Grades

For our high school students, we use the traditional grading system A, B, C, D, and F. For GPA points, an A has a value of four points, B has a value of three, C has two, D has one, and F has zero. Although teachers may add a plus or minus to a grade, they do not impact the students' GPA. In high school, students must receive the letter grade of C or better to pass a class or earn credits. If a student receives a grade lower than a C, they must complete alternative assignments until they can get a C or better in the class. During the 2014–15, 2015–16 school years, high School students received grades every six weeks. During the 2017–18 school year, we transitioned from a six week grading period to an eight week grading period. In the 2018–19 school year, we transitioned to a nine week grading period.

Promotions

At HCCS there are two systems to address level promotion and graduation: one for ELD and one for high school. At HCCS our ELD students are promoted to the next level when they have met all of the curriculum objectives for that level and have received the grade of M. For the 2016–17 and the 2017–18 school years, ELD students received grades every 12 weeks and were eligible for level promotion at that time. The grading schedule changed for the 2018–19 school year to every nine weeks. Although ELD students do not earn credits for their classes, our high school students do.

At HCCS all of our high school students are enrolled in our high school program into twelfth grade and remain in the twelfth grade until they are eligible to graduate. While our high school students are not eligible for grade promotion, they are eligible to graduate when they have earned enough credits. Our high school students are eligible to graduate when they have earned 200 high school credits: 100 Academic, 90 Elective, and 10 Career Technical (CTE) credits. As part of the 200 credits, transfer credits and employment credits count toward this total. High school credits are awarded by 5 credits in 9 weeks and 10 credits in 18 weeks. Currently, high school credits are awarded every nine to eighteen weeks at the end of each course when students receive course grades.

Retention

At HCCS we address retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagements systems coordinate efforts to strengthen two-way communication between students and the school. We have many professionals who support retention: Navigators, Reclassification Specialist, Reading Specialist, Transition Specialist, and Student Engagement Liaison. This collaboration not only helps student relations but also increases student achievement and retention.

Program Audit

HCCS will compile and provide to TRUSD an annual performance report. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.

- A summary of major decisions and policies established by HCCS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on waiting lists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Element 4: Governance

The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. **(Ed. Code § 47605(b)(5)(D).)**

Governance Structure

Highlands Community Charter School is a directly funded independent charter school operated by Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation, pursuant to California law. The Charter School agrees to maintain its non-profit public benefit corporation in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board") which is responsible for ensuring progress toward the mission, faithfulness to the charter, and fiscal viability. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, the Executive Director, Director of Curriculum and Instruction, and Chief Operating Officer. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

4.1: Governance Structure

HCCS agrees and acknowledges that the governing board of HCCS is the sole controlling governing body for the Charter School. The Board of Directors is responsible for governing the Charter School. The Board Members each have a personal fiduciary duty to look out for the long-term well-being of the Charter School. The Board is responsible for addressing major matters including, but not limited to, the governance and operation of Charter School in compliance with applicable law, policy, and the Charter, as they may be amended from time to time; the Charter School's financial management and viability, including but not limited to all expenditures and accounting of all public funds received by or on behalf of the Charter School and its students; setting the Charter School's general policies and overall curriculum policies; approving and monitoring the annual budget and financial procedures; fund-raising; selection, hiring, evaluating, and termination of the Charter School's Executive Director and Compliance Officer; approving personnel policies and monitoring their implementation; establish broad support and future partnerships to further the mission assuring that the Charter School fulfills its charter contract; and, strategic planning.

HCCS has adopted a conflict of interest code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to,

Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board as further outlined in the Bylaws include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law such as the Public Records Act and policies such as Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.

Organizational Chart
2018-2019

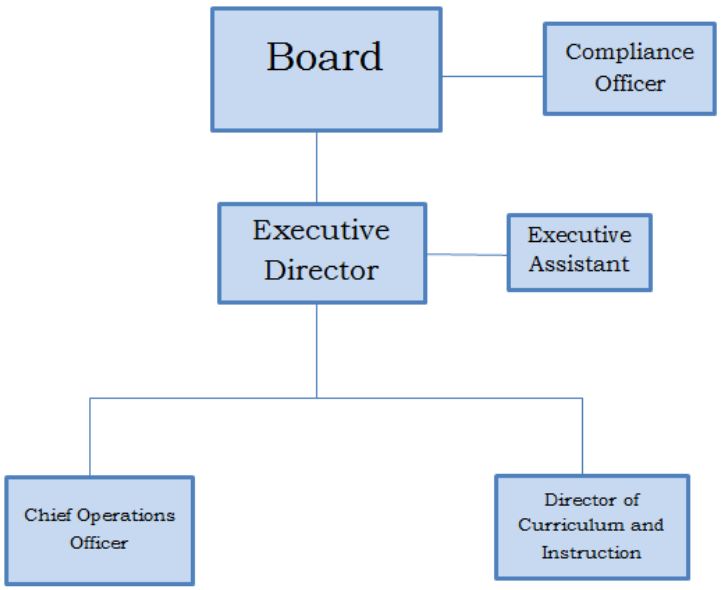

Instructional Division
2018-2019

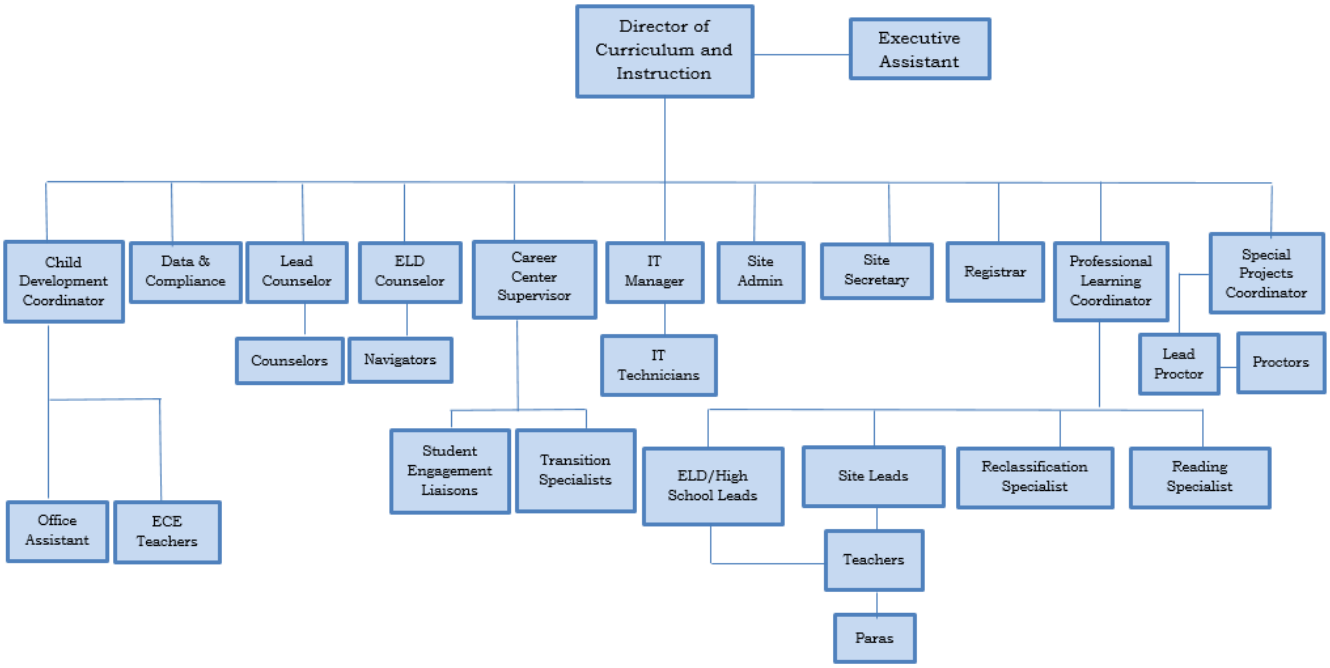

Operational Division
2018-2019

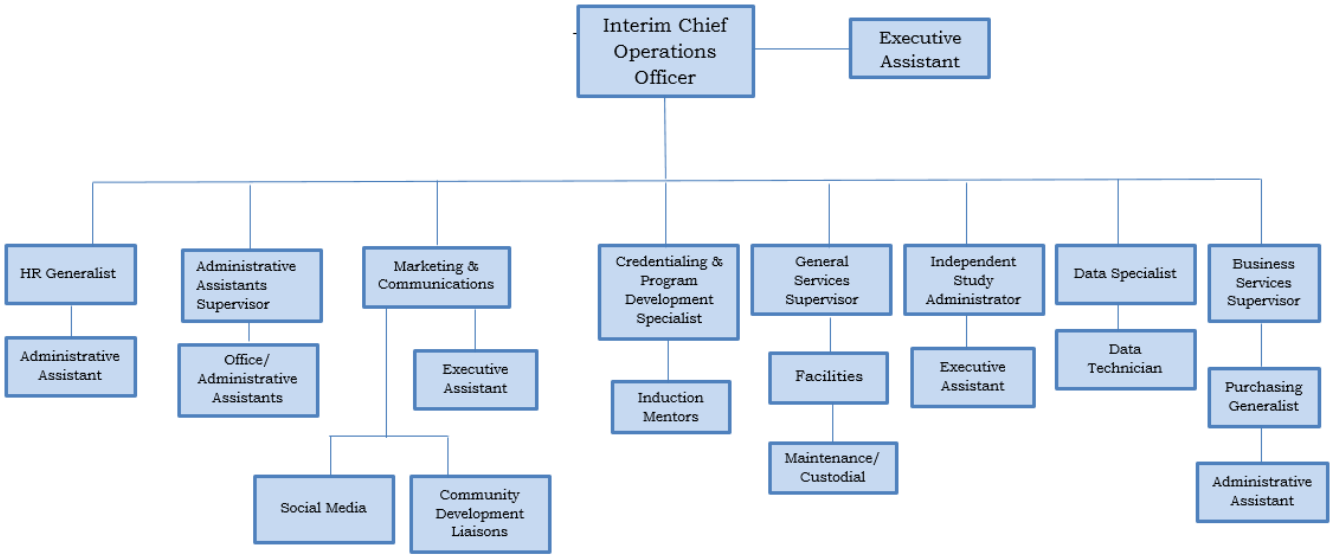

The Executive Team at Highlands Community Charter School plays a critical role in creating, improving, and maintaining a meaningful learning environment that promotes the academic progress of our students. The executive team includes an Executive Director, Director of Curriculum and Instruction, and the Chief Operations Officer. Through high quality leadership, our executive team successfully develops, implements, and evaluates school systems and policies, including but not limited to finances, assessment, facilities, and accountability measures under the direction of a school board.

Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of HCCS and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of HCCS personnel, evaluation, promotion, termination or discipline of HCCS personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The HCCS Executive Director manages the day-to-day operations of HCCS by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by HCCS, interacts with HCCS accountants and attorneys, and performs other duties lawfully assigned by action of the Board.

The *Director of Curriculum and Instruction* provides leadership and focus for the development, coordination, implementation, and evaluation of instructional quality and content of curriculum and instructional materials, technology infusion, and professional development programs for Highlands Community Charter School.

The *Chief Operations Officer* plans, organizes, monitors, coordinates and supervises a complex system of school operations, including but not limited to: staff evaluations, student engagement, school safety, employee performance, school climate, data analysis and impact on instruction, organizational alignment of curriculum per the Director of Curriculum and Instruction, budget development, professional development for classified employees, leadership training, and community partnerships. The Chief Operations Officer provides leadership in promoting the educational objectives and values of collaborative planning, implementation of the decided curriculum per the Director of Curriculum and Instruction for classified employees, effective instructional practices and support programs and services, and directly supervises HCCS individual department leadership.

In order to ensure that the Board of Directors, officers, management, and employees are in compliance with applicable statutes and regulations, that HCCS policies and procedures are being followed and that behavior in the organization meets the HCCS standards of conduct, HCCS employs a *Compliance Officer* who functions as an independent and objective person who reviews and evaluates compliance issues/concerns within the organization.

Governing Board Composition and Member Selection

4.2: Board Composition

HCCS is governed by a corporate Board of Directors in accordance with its adopted corporate bylaws, which are consistent with the terms of this charter. The Board of Directors has nine (9) voting members, including a TRUSD appointed representative. Each director brings significant experience and strong commitment to the organization. The current HCCS Board of Directors includes:

- Ernie Daniels, Corporate President

- Doyle Radford, Vice President
- Matt Powers, Corporate Secretary
- Sharon Rocco, Board Member
- Rick Jones, Board Member
- Sonja Cameron, Board Member
- Sondra Betancourt, Board Member (TRUSD Representative)
- Kevin Ferreira, Board Member
- Mellonie Yang, Board Member

The Board addresses program concerns regarding the operation and improvement of Highlands Community Charter School. The Board is the final policy-making authority for Highlands Community Charter School. The Board, working with the Executive Director, recommends programs, policies, and schedules designed to meet the evolving educational needs of HCCS students and teachers.

In order to be more inclusive of representation programmatically of our students and community, the board voted and appointed new members Ernie Daniels and Kevin Ferreira in August of 2017, and Mellonie Yang in February of 2019. Mr. Daniels is a longtime community member who has strong ties to the community. He has a very keen sense of awareness of the local populace and serves on a variety of local community organizations. Mr. Ferreira is the President of the Craft Trades of Northern California which include: local iron workers, carpenters, and electricians. The knowledge he possesses in regard to understanding and forming community partnerships with business entities is invaluable. Ms. Yang joins our board with nearly 20 years of public service attorney experience. She is the Senior Staff Attorney for California Department of Correction and Rehabilitation. In her many years of service, she has advocated for public safety and on behalf of victims including elders and children.

As of July of 2017, Ms. Sondra Betancourt joined our Board of Directors by appointment from our authorizer, the TRUSD. Her appointment appropriately addressed the need to ensure that a community member was appointed by the authorizer as the former member that was appointed had previously served as a Board member on the Twin River Unified School District.

The changes in our governance structure have provided a broader scope, depth and level of inclusiveness to how we operate our school as a whole. We represent our community and students with better comprehension. Particularly, with the addition of the appointed representative from our authorizing district, the level of mutual understanding and transparency for both Local Educational Agencies (LEA)s has increased significantly.

4.3 Member Selection

HCCS is governed by the Board of Directors pursuant to the adopted Bylaws, as may be subsequently amended from time to time, which shall be consistent with this charter. The process of selecting members of the Highlands Community Charter School Board of Directors is described in detail in the Bylaws of the organization. All Directors are designated by the existing Board of Directors. As outlined in the Bylaws, Board members serve a term of 3 years. The HCCS Governing Board of Directors will consist of at least three (3) members or up to as many as eleven (11) members. TRUSD may appoint a representative to sit on the Board of Directors. Should the District exercise this right, causing an even number of members, an additional Board member would be designated by the Board. These additional appointed and designated Board members may expand the board past the general limit of 11 members.

Board member candidates may have experience in the following areas:

- K–12 Education
- Finance
- Information Technology
- Law
- Marketing
- Public Policy
- Facilities / Real Estate
- Social Services
- Human Resources
- Child Development
- Non Profit
- Parent / Community

Ideal candidates demonstrate an understanding of, alignment with, and endorsement of the charter and mission of HCCS, possess a willingness to dedicate themselves to ensuring the success of the Charter School, understand the Charter School as a direct-funded, independent charter school authorized by TRUSD, and are able to provide resources or expertise and experience in support of the Charter School and organization.

With retention of General Counsel to advise on conflict matters, along with training available to Board members, HCCS has, and will continue to be proactive to prevent any actual or potential conflicts of interest. HCCS will not enter into any consulting contracts or agreements that are deemed to be a real or potential violation of conflict of interest laws, and our General Counsel will ensure that all Board activities are conducted to prevent such conflicts of interest from arising.

Governance Procedures and Operations

4.4: Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and are open to the public; each agenda will include time for community input with regards to Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website for public viewing 72 hours in advance of any regularly scheduled meeting. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available by public request. Meetings are held at the principal office of HCCS or other locations within California designated by resolution of the HCCS Governing Board of Directors or in the notice of the meeting. The Board meets on a regular basis (e.g., monthly during the school year and as appropriate at other times). Meetings are calendared annually.

4.5: Decision Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC") which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of all voting Board members constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- approval of certain transactions between corporations having common directorships,
- creation of and appointments to committees of the board, and
- indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Stakeholder Involvement

4.6: Stakeholder Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, we make every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback. We encourage students and staff to attend, speak, and present at Board meetings; we request that students and staff complete various surveys (e.g., English Learner Advisory Committee ("ELAC") surveys, student satisfaction surveys, exit surveys); we proactively reach out to students regularly to encourage them to meet with our counselors to continue discussing their goals and needs; and we are proudly responsive to the feedback we receive.

We encourage and teach our students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Our teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being. The birth of our mobile clothing closet, housing resource connections, and ELD Navigators program are all examples of student influence on governance and fiduciary direction of the school.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during a variety of meetings and discussions schoolwide. Following these meetings, the Executive Director meets with the school leadership team to discuss the changes in the funding formula and how those funds could be used to best meet student needs, after which the Director of Curriculum and Instruction collaborates with the designated coordinator to draft a plan in accordance with State Priorities and local goals. Once decided, the Executive Director and the Director of Curriculum and Instruction meet with school faculty and present State Priorities and the school goals. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all

other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comment and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP for the 2019-2020 school year.

Student consultations occur with regular frequency in order to promote student input. We consult students by way of student/teacher collaborations, student/counselor collaborations, email, conventional postal delivery services, phone communication, student surveys, and student participation in school activities. Teachers are consulted regularly through monthly professional development opportunities, instructional collaboration, mentor teaching, email, and staff surveys. Responses gleaned from the student and staff surveys help the Charter School make program modifications to better serve the students.

Other student engagement strategies that we employ include:

- Student education initiative featuring a variety of sessions on topics such as college admissions, financial aid, financial literacy, student rights, etc.
- Posting of Board meeting announcements in the Charter School's main office.
- Translation of student communication materials into Spanish, Russian, Farsi, and Arabic.
- Frequent opportunities for student involvement in Charter School activities.
- Volunteer opportunities on campus.

Additionally, we use our school website to keep our students informed of all upcoming activities, important calendar items, and Board meeting minutes. We promote student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to our website via our Instafeed of social media content.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals.

Element 5: Employee Qualifications

The qualifications to be met by individuals to be employed by the charter school. **(Ed. Code § 47605(b)(5)(E).)**

Overview

HCCS believes that all of its employees play a key role in creating a successful learning environment and will recruit professional, effective, and qualified personnel to serve in administrative, instructional, instructional support, and non-instructional support capacities. All employment is contingent upon successful Live Scan reporting through the Department of Justice and a background/reference check. Additionally, staff working with children or working at a campus site with children shall also maintain: First Aid/Cardiopulmonary Resuscitation ("CPR") Certification as part of our internal practice, and current tuberculosis ("TB") testing or risk assessment. HCCS maintains a drug, alcohol, and smoke-free workplace and campus, enforces all applicable laws and policies against harassment of protected classes, upholds requirements for mandated reporters, and provides appropriate due process for complaints, disputes or grievances involving or affecting staff members. Upon confirmation of employment, all HCCS staff shall complete orientation and training as applicable to their position that supports their willingness and ability to fulfill the responsibilities and duties of their position in accordance with the organization's policies and educational philosophy.

HCCS is independent from TRUSD and any District employees who choose to work at HCCS will resign their status as employees of TRUSD or other school districts and all of their rights and benefits thereof. No person employed by HCCS shall be deemed to be employees of TRUSD for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with TRUSD.

HCCS maintains an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before August 1 of each subsequent year, HCCS shall provide TRUSD with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to salary, health benefits, sick leave, vacation, and retirement benefits.

All employees will possess appropriate qualifications according to the HCCS adopted personnel policies and federal and state statutes applicable to charter schools.

Employee Positions and Qualifications

5.1 & 5.2: Employee Positions, Job Descriptions, and Minimum Qualifications

Executive Team

The executive team at Highlands Community Charter School plays a critical role in creating, improving, and maintaining a meaningful learning environment that promotes the academic progress of our students. Through high quality leadership, our executive team successfully develops, implements, and evaluates school systems and policies, including but not limited to finances, assessment, facilities, and accountability measures under the direction of the Board. Our HCCS executive team job descriptions and qualifications are outlined below.

Executive Director
Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of HCCS and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of HCCS personnel, evaluation, promotion, termination or discipline of HCCS personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The HCCS Executive Director manages the day-to-day operations of HCCS by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by HCCS, interacts with HCCS accountants and attorneys, and performs other duties lawfully assigned by action of the Board. Our HCCS Executive Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a (4) four year degree and program administration and planning experience, preferably with experience in management as an executive officer.

Director of Curriculum and Instruction
The *Director of Curriculum and Instruction* provides leadership and focus for the development, coordination, implementation and evaluation of instructional quality and content of curriculum and instructional materials, technology infusion and professional development programs for Highlands Community Charter School. The Director of Curriculum and Instruction possesses, at a minimum, a bachelor's degree, preferably a master's degree, in a field related to Education, seven (7) years teaching experience in English Language Development, high school core classes or Career Technical Education ("CTE").

Chief Operating Officer
The *Chief Operating Officer* plans, organizes, monitors, coordinates and supervises a complex system of school operations, including but not limited to: staff evaluations, student engagement, school safety, employee performance, school climate, data analysis and impact on instruction, organizational alignment of curriculum per the Director of Curriculum and Instruction, budget development, professional development for classified employees, leadership training and community partnerships. The Chief Operating Officer provides leadership in promoting the educational objectives and values of collaborative planning, implementation of the decided curriculum per the Director of Curriculum and Instruction for classified employees, effective instructional practices and support programs and services, and directly supervises HCCS individual department leadership. The minimum qualifications for this position include any combination equivalent to a four-year degree in business, public administration or a related field, preferably with five years of increasing responsibility and experience in the administration of operational programs in education.

Executive Assistants
HCCS employs executive level support staff members who report directly to their respective Directors. *Executive Assistants* provide administrative support in one-on-one working relationships. The Executive Assistants serve as the primary point of contact for internal and external audiences on all matters pertaining to their Director. The Executive Assistants serve as liaisons to the Board of Directors and senior management and organize and coordinate administrative outreach and external relations efforts. HCCS Executive Assistants demonstrate a high degree of self-directedness, proactive attitudes, sound independent judgment, discretionary decision making, and professional accountability. HCCS Executive Assistants accommodate different work styles, demonstrate sound and consistent judgment, make timely decisions in relatively complex situations, and prioritize among multiple projects. At a minimum, HCCS Executive Assistants have 3 or more years of experience working at a senior and/or administrative level. Possession of an AA/BA or equivalent experience is preferred.

Instructional Division

Highlands Community Charter School recognizes the immense importance of our instructional staff in achieving our mission and the goals set out in our Schoolwide Learning Objectives. Our teachers motivate students and support their achievements while fostering positive, trusting relationships to create a productive learning environment. Our instructional support staff ensure students and teachers are working together in a safe and supportive climate and encourage access to additional resources as necessary. As such, HCCS screens and hires highly qualified staff for our Instructional Division who, under the direction of the Director of Curriculum and Instruction, meet the minimum specified qualifications outlined below.

Administrators

Administrators play a key role in the delivery of quality instruction at Highlands Community Charter School. Our Administrators ensure that educational strategies are in place to support effective learning for all students. They serve as facilitators, guides, and supporters of quality instructional practices in addition to overseeing day-to-day operations and expeditiously making improvements as necessary.

Site Administrators

Highlands Community Charter School employs *Site Administrators* who serve as the operational leaders and administer the site(s), faithfully perform the duties for HCCS in accordance with Board Policies as may be assigned by the Board, and comply with all lawful Board directives, state and federal law, rules, and regulations as they exist or as they are adopted or amended. The HCCS Site Administrators hold bachelor's degrees or an equivalent combination of experience, training, and education with prior experience working in an academic leadership capacity.

Coordinators

Coordinators are an integral part of the academic team, supporting various elements of the instructional program, supervising instructional staff, effectively delivering curriculum through staff training, supporting the achievement of departmental goals, learning outcomes, and benchmarks. Academic coordinators at Highlands Community Charter School are innovative and responsive to student needs. HCCS coordinator position and qualifications follow.

Special Projects Coordinator

To best serve students through an offering of broad course offerings and programs, HCCS employs a *Special Projects Coordinator* to provide leadership and project management to key strategic initiatives in support of quality instruction. The Special Projects Coordinator directs and coordinates the planning, facilitation, and writing of the Local Control Accountability Plan as well as services, accountability, compliance, and other activities connected with targeted academic processes, programs, and projects. In addition, the Special Projects Coordinator reviews and ensures compliance mandates are met for the Workforce Innovation and Opportunity Act ("WIOA") as part of HCCS's ongoing Career and Technology Education programs development, oversees student monitoring, tracking data from internal or external measures to assist second language speakers with achieving reclassification, and understands current practices related to State associated compliance mandates (e.g., Local Control Accountability Plan, WIOA, Categorical programs, and English Language Learners), current requirements for students to achieve graduation eligibility, and matriculation practices related to student credit status agreements with local colleges. The Special Projects Coordinator implements professional learning methods for adult learning, possesses professional presentation skills with small or large group participants and has a proven track record of working successfully with teachers, support staff, and students. The Special Projects Coordinator possesses prior knowledge relating to state mandates such as LCFF-LCAP, WIOA, CTE, is skilled in the use of data management systems, English learner certifications, and has the ability to meet deadlines as articulated by various compliance mandates (e.g., WASC, School Reauthorization, Reclassification).

Professional Learning Coordinator
In addition, supportive efforts include the hiring of a *Professional Learning Coordinator* whose chief responsibility is to coordinate the ELD Program, advise and act in an academic leadership capacity. The Professional Learning Coordinator possesses previous experience coordinating ELD Professional Development and the ability to work with sensitive and confidential information and maintain confidentiality. The HCCS Professional Development Coordinator communicates well with a diverse group of people on a daily basis. Minimum qualifications include 5 years teaching experience and the possession of a valid California teaching credential, the ability to work with sensitive and confidential information and maintain confidentiality and the ability to communicate with a diverse group of people on a daily basis.

Child Development Coordinator
As part of our Early Childhood Education program, our *Child Development Program Coordinator* plans, organizes, and coordinates the Child Development Associate ("CDA") program and the Play Care Program to comply with District, licensing, and other requirements including mandated legal and regulatory provisions; supervises staff assigned to the Center; prepares, recommends, and implements policies, procedures, and operations that pertain to the Child Development Program which includes the CDA credentialing and Play Care Program at all sites. At a minimum, the Child Development Program Coordinator possesses a master's degree from an accredited college/university, preferably in human development, child development, or early childhood education and/or bachelor's degree with a minimum of four (4) years' experience in a child care center environment with increasing supervisory responsibility. The Child Development Program Coordinator has possession of, or eligibility to obtain and retain, a Child Development Program Director Permit issued by the California Commission on Teacher Credentialing; experience in directing a licensed program and the corresponding management experience; and demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, ethnic, and disability backgrounds of high school students.

Academic Specialists
As part of ongoing and growing efforts to support our instructional team and in order to ensure students are receiving the highest quality instruction and support HCCS can provide, we employ specialists to support school instruction and operations. Each academic specialist candidate possesses the necessary education and professional experience related to their field of specialty to qualify them for the duties and responsibilities of the position. Our specialist positions and qualifications are as follows:

Credentialing and Program Development Specialist:
The Credentialing and Program Development Specialist coordinates and provides analytics, data management, event support, policy and procedure compliance, and technical services to programs such as professional development, curriculum and instruction, and/or sites with standalone, categorical, community-based, or other specially funded education programs that contribute to and encourage attendance and retention for targeted students or groups. The Credentialing and Program Development Specialist is a position that is part of research, data management, analytics, and event support to academic and administrative programs and services, as well as Human Resources. The Credentialing and Program Development Specialist applies program logistics and planning skills along with research, data compilation, and statistical analysis knowledge to provide decision support to a range of programs and services such as those for enhanced learning, professional growth and development, and teacher support. The Credentialing and Program Development Specialist demonstrates success in working with a wide range of stakeholders such as educational oversight agencies, service providers, human resources, school administrators, board of governance, certificated, classified and leadership staff. The Credentialing and Program Development Specialist is responsible for assisting in the hire of new teachers and

confirming/guaranteeing their eligibility to teach by providing credentialing analytics. The position requires a well-developed knowledge of school administrative services, programs for developing and retaining teachers, and services for retaining and engaging students, parents/families, and communities; computers, office productivity applications such as word processing, spreadsheets, and graphics, and specialized data management programs used in education; writing skills to prepare brochures, technical materials, and reports; and human relation skills to make formal presentations, facilitate group processes, and exercise sensitivity to diverse populations. The position requires working knowledge of program goals and objectives, procedures and regulations, the roll of cultural, social, and related activities in student engagement, community demographics; the professional development programs that enhance teaching; and math skills sufficient to read and analyze financial statements. The position requires the ability to carry out all aspects of the job; convert program goals into action plans; evaluate program outcomes; to plan, prioritize, and assign work in order to meet yearly schedules and timelines; facilitate meetings and processes involving diverse groups; maintain confidentiality of private and sensitive information; and secure funding, secure local interagency partnerships, and accomplish goals within financial limitations, maintain productive and cooperative working relationships with others as well as a bachelor's degree or equivalent combination of experience, training, and education with prior experience working in a school setting.

Reclassification Specialist
The *Reclassification Specialist* performs a variety of complex clerical and statistical record keeping duties related to the enrollment, transition, graduation or withdrawal of students including those in special programs, according to established policies and procedures. This individual receives, sets up, and evaluates records, updates files with class credits and grades as needed, evaluates records for compliance with graduation requirements, and maintains and archives academic records. The Reclassification Specialist possesses a high school diploma and college-level coursework in business practices, or equivalent, and three years of progressive experience providing administrative support in records, attendance, and data entry of student information. Additional higher education may substitute for some experience.

Reading Specialist
The *Reading Specialist* works with students who are identified by the Director of Curriculum and Instruction or designee and who have a written 504 plan. The HCCS Reading Specialist provides direct services to these individuals on a one-to-one or group basis. Instruction occurs in an appropriate educational setting and may include the general education classroom. The Reading Specialist, with other Academic Leadership team members, defines specific goals and objectives in the written 504 plan and participates in the annual review, triennial review and any special review of the students' progress. The minimum qualifications that the Reading Specialist possesses are three (3) or more years of teaching experience, including both regular and special education, and a valid and clear teaching credential in either Multi/Single Subjects or Adult Education.

Counseling Team
Our school counselors and other counseling support staff are vital members of the HCCS educational team. We employ counselors to assist each and every student in a multitude of areas including academic achievement, career readiness, and social/emotional health, safety, and development, ensuring our students become productive, well-adjusted participants in the community. Outlined below are the positions and qualifications of our counselors and counseling support staff.

Lead Counselor
The *Lead Counselor* at Highlands Community Charter School manages the Counseling Services Program. This individual provides academic counselor evaluations and program administration while cooperating with the administrative staff in planning curricular programs to meet the needs of students. The HCCS

Lead Counselor prepares publications as required and conducts evaluative studies of the school programs and their effectiveness in achieving student learning outcomes. At a minimum, our Lead Counselor possesses a bachelor's degree, and prior job related experience, preferably with progressively responsible management experience.

ELD Counselor
The *ELD Counselor* oversees advising and/or academic program for the English Language Development Program. The minimum qualifications met by the HCCS ELD Counselor are equivalent to a master's degree and experience in counseling, successful experience working in schools as an outside agent, demonstrated experience in developing and managing complex schedules and using effective interpersonal communication skills.

Counselors
HCCS *Counselors* provide counseling and guidance services to students. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. HCCS Counselors refer students to other community resources, support groups and social service agencies as appropriate. At a minimum, HCCS Counselors possess a bachelor's degree with a major in School Counseling and two (2) years of experience as a high school counselor.

ELD Navigators
HCCS employs *ELD Navigators* under the direct supervision of the ELD Counselor or designee. The ELD Navigators work with English language learners to deliver assistance in the students' native languages whenever possible while connecting to community and school resources and services. The ELD Navigators provide a means for clear communication for students to receive information regarding school activities, procedures, programs, career technical guidance and services available. At a minimum, ELD Navigators possess a bachelor's degree or an equivalent combination of experience, training, and education with prior experience working in a school setting. HCCS ELD Navigators are bilingual or even multilingual, preferably in Spanish, Farsi, or Slavic dialects.

Teaching Team (Instructional)
At HCCS we know that teachers are the direct line for ensuring that our students are able to achieve the goals set forth in our mission and schoolwide learner outcomes. Therefore, we screen and hire only highly qualified teachers. Teachers are responsible for facilitating a learning environment supportive of California state educational standards and HCCS philosophy. Teachers hold a minimum of a bachelor's degree from a degree granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally, all teaching staff meets the highly qualified requirements of the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, HCCS teachers of core academic subjects have:

1. A bachelor's degree from a degree granting college or university,
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or an appropriate Adult Education or other Designated Subjects credentials, and
3. Demonstrated core academic subject matter competence. Demonstrated core academic subject competence for elementary grades is done through a California Commission on Teacher Credentialing (CCTC) approved subject matter examination or by completing the California High Objective Uniform State Standard of Education ("HOUSSE") certification process. Alternatively, as our classes are organized primarily for adults and constitute alternative curricula in Education Code Section 44865, HCCS teachers may fulfill their highly qualified status via California's Verification Process for Special Settings (VPSS). High school teachers teaching in multiple subjects environments are subject to the same requirements. High School teachers working in

specific subject matter areas are held to the middle/high school requirements of the ESEA/ESSA as follows:

a. Successful completion of the applicable CCTC approved subject matter examination;
b. Completion of a coursework option such as:
    i. a CCTC approved subject matter program;
    ii. a major coinciding with the assigned area of instruction;
    iii. a major equivalent (32 semester units); or
    iv. possession of a graduate degree in the core academic subject area to be taught
c. Normal Board certification in the core academic subject to be taught
d. Completion of the HOUSSE certification process.

California Education Code 44253.1 requires all teachers with a Multi or Single Subject credential serving English Language Learner (ELL) students hold appropriate authorization: CLAD/CTEL/SB 395/AB 2913. While not all HCCS teachers who have Multi and Single Subject credentials instruct ELL students, as a part of HCCS' ongoing commitment to excellence, HCCS strives to prepare every certificated staff member to serve ELL/ELD students by properly equipping teachers with the tools and training needed to serve this high demographic of HCCS students. This commitment and opportunity for professional development is provided both to those holding CLAD certifications through their Multi and Single Subject credentials as well as those who are not required to possess it, such as those with CTE or Designated Subjects credentials. Upon employment, all HCCS certificated staff are offered ELD training and ongoing professional development throughout the year by working with ELD academic leaders and mentors to improve test scores, develop teaching instruction, and identify areas of strengths and weaknesses in student learning. HCCS encourages all certificated staff to complete, update and maintain their ELL authorizations through ongoing education and training, both at the university level and through HCCS professional development.

HCCS key administrative staff will have training to assure understanding in determining the fulfillment of ESEA/ESSA's highly qualified requirements. HCCS teacher credentials are reviewed by the Director of Curriculum and Instruction, the Credentialing Specialist and the Human Resources Generalist annually and on an ongoing basis as needed. These documents shall be maintained on file at HCCS headquarters and shall be subject to periodic inspection by TRUSD.

TRUSD reserves the right to review HCCS hiring decisions to ensure compliance with applicable federal and State mandates regarding highly qualified teachers and to determine whether a teacher is deemed to be appropriately credentialed and "highly qualified." No later than September 1 of each year, HCCS will provide TRUSD proof of employment of appropriately credentialed, "highly qualified" full-time equivalent teachers at HCCS for that school year consistent with the qualification requirements. Flexibility will be given to teachers hired by HCCS for non-core courses as permitted by Education Code section 47605(l).

As a diverse community for social justice serving a diverse population of the formerly unserved, our teachers are specialists in the type of classroom instruction they provide. Our teachers come from a multitude of professional backgrounds in education which ensures that our students are receiving the greatest support available to them. HCCS strives to ensure that all students are provided highly qualified teachers, providing high caliber instruction to meet our learners' needs. Following are job descriptions for the various teaching positions we currently offer, including any additionally required and/or desired qualifications.

Lead Teachers
HCCS *Lead Teachers* provide instructional leadership and serve as a support for teachers and students, in order that they may assist in the building of positive, productive school environments. HCCS Lead

teachers are professionals who have excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and students and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school. HCCS Lead Teachers possess valid California teaching credential, three (3) years of successful teaching experience, and a recommendation from an HCCS Administrator.

Site Leads
Site Leads oversee the programs, operations, and personnel for an assigned school, assure safe and positive learning environments for the students and staff, and report to the Director of Curriculum and Instruction regarding site and personnel status. The minimum qualifications our Site Leads meet are five years teaching experience and a valid California teaching credential.

Academic Teachers
HCCS *Academic Teachers* will instruct in one or more core academic subject area(s) and provide related services to adult students. Our teachers must have a strong desire to work with adult students to help them achieve their academic, personal, and professional goals. HCCS Academic teachers use engagement strategies, standards-based lesson plans and curriculum planning with a team. Our teachers participate in site and professional association meetings, develop and implement lessons, keep accurate records and grades, and attend a majority of after-school meetings/events.

English Language Development (ELD) Teachers
Our *English Language Development (ELD) Teachers* create lesson plans to teach non-native speakers to read, write, speak and understand English. They help students learn English grammar, pronunciation and conversational skills. ELD Teachers are expected to improve the reading, writing, listening and speaking skills of the increasing population of global newcomers to HCCS. ELD Teachers plan, implement, monitor, and assess a classroom instructional program. Our ELD teachers possess a Bachelor's degree from an accredited institution, possess or qualify for an Adult Education Elementary and Secondary Basic Skills teaching credential, a Multiple Subject credential, or any Single Subject credential, and have a certification for teaching English Learners (TESOL, TEFL, etc.) and/or a degree (or minor) in teaching English and/or English as a Second Language. ELD teachers at HCCS have taught English as a Second Language for at least 3 years and have the ability to communicate with a diverse group of people on a daily basis.

Career and Technical Education Teachers
The *CTE Teachers: Heavy Truck and Bus* instruct and provide related services to adult students attending the HCCS Heavy-Duty Truck Driving, Bus, and OSHA Forklift program. The HCCS CTE Teachers have, at a minimum, current Class A and Class B driver's licenses, three years of driving experience as a Class "A" Driver, and an appropriate California teaching credential to teach adults the designated trade, technical, or vocational subject assigned to them, which may include but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential. Per California Education Code Section 47605(l), as a non-core, non-college preparatory instructor.

Early Childhood Education (ECE) Teachers
HCCS *Early Childhood Education (ECE) teachers* perform instructional duties as members of a co-teaching team in a preschool/school age children setting under the direction and supervision if the Child Development Coordinator. ECE teachers collaborate in curriculum, planning, and implementation of related activities. Their work is performed in collaboration with ECE Paraeducators. At a minimum, ECE teachers hold a high school diploma and a current Child Development Teacher Permit from State of California. ECE teachers possess at least one (1) year experience in working with preschool aged

children, formal training in basic first-aid and CPR with a Pediatric Certification, a TB clearance certificate within the last year, state mandated-reporting certificate, and all required immunizations by the State of California.

Paraeducators
HCCS recognizes the value of trained paraprofessional staff (teacher assistant/cultural assistant) in the classroom to aid the teacher in the instruction of students. In response to HCCS' desire to meet the same qualifications as other quality schools, HCCS chooses to adopt the ESEA/ESSA, formerly NCLB, Highly Qualified Paraprofessional provisions as part of the minimum qualifications of this position. HCCS *Paraeducators* assist certificated teacher(s) in the instruction of students placed in regular programs, monitor and report student progress in areas of behavior and performance, and perform clerical and instructional support duties. HCCS Paraeducators have highly proficient oral and written use of the English language.

Early Childhood Education (ECE) Paraeducators
ECE Paraeducators perform instructional duties as members of a co-teach team and collaborate in curriculum, planning, and implementation of related activities. Our ECE Paraeducators work in collaboration and under the general direction of an ECE teacher. All of our paraeducators have a high school diploma, a current Child Development Associate (CDA) or Child Development Associate Credential or a credential approved by the Department of Children and Family Services or State of California Teacher Credentialing as being equivalent to or greater than the Child Development Associate Credential (CDAE), and one (1) year of experience in working with preschool or elementary school-aged children. Additionally, ECE Paraeducators must possess and renew the following prior to expiration and maintain active as a condition of employment:

- A state-awarded associate teacher permit or higher
- TB clearance certificate
- Pediatric CPR and First Aid certificate
- Mandated Reporter certificate

Assessment Team
Assessment is a powerful learning tool that supports student learning, informs teaching practices, and improves the quality of education. As such, we employ a team of test proctors to help enhance learning and education by providing accountability measures during test taking and ensuring academic integrity.

Highlands Community Charter School employs *Lead Proctors* who provide leadership and serve as a support for Test Proctors and students, in order that they may assist in the building of positive, productive school environments. Our Lead Proctors possess a minimum of two (2) years of experience as a proctor, knowledge of CASAS policies, WIOA II Grant, and testing protocol, proficiency in Excel, Word, and TOPS Database, and excellent customer service and ability to pivot.

Test Proctors
HCCS Test Proctors administer assessments and exams, including the CASAS (Comprehensive Adult Student Assessment System). This is done at multiple sites, often requiring transporting laptop computers as part of our mobile testing center. To minimally qualify, our Test Proctors must possess a high school diploma, computer literacy including basic word processing, spreadsheet, and database skills, the vigilance necessary to prevent cheating, the ability to administer testing rules, and the ability to communicate with a diverse group of people on a daily basis. Preferably, ideal candidates possess an associate degree, have test proctoring or similar experience, and are bilingual in both English and one or more of the following languages: Spanish, Russian, Farsi or Arabic. All testing proctors are trained in CASAS with the result being a certificate of training completion. They are provided professional

development and attend a 2-4 week shadow internship. They are also required to attend an annual CASAS conference further allowing them to develop professional competence using CASAS.

Academic Support Team
The Highlands Community Charter School academic support team is essential for the support they offer to our staff, ensuring that our academic operations run efficiently. Our academic support team helps to maximize student success and achievement by enabling all instructional teams to work effectively in delivering schoolwide goals.

Data Analyst and Compliance Officer
The *Data Analyst and Compliance Officer* learns and applies clearly defined program and research design procedures, conducts surveys, designs data structures, analyzes statistical information and coordinates the preparation of data driven reports. The Data Analyst and Compliance Officer's expanded knowledge of research procedures creates the ability to design and coordinate program steps to meet standards and outcomes, as well as perform difficult academic assessments using statistical inferences and research literature prepared by others. At a minimum, the Data Analyst and Compliance Officer has strong and polished interpersonal, written and oral communication skills, is a creative, strategic and analytical thinker with the ability to manage multiple projects, is experienced in developing and managing budgets, hiring, and training, supervising and assessing personnel, is highly organized and able to work well with others, has knowledge of Microsoft Office and Windows based computer application and database management, has previous supervisory experience, and is able to work with a variety of populations, including adults who are in recovery, adults transitioning out of homelessness, and persons in need of our unique academic offerings. Ideally this individual has experience interacting with school boards and community-based organizations.

Registrar
The *Registrar* is responsible for maintaining student records, processing student enrollment, transfers, and withdrawals for the campus. The HCCS Registrar has a high school diploma and 2 years' experience as a Registrar or Office Assistant.

Site Secretary
The *Site Secretary* performs a variety of complex technical and secretarial duties, coordinates the work flow of the school office, provides information and assistance to students, faculty, administrators, staff, and school visitors, and performs public relations and communication services as assigned. At a minimum, the Site secretary is required to have two (2) years secretarial and/or clerical experience, one year of secretarial and/or clerical experience within an educational organization, and an associate degree or higher from an accredited college or university.

Operational Division
The Operational Division at Highlands Community Charter School is fundamental in ensuring that we are able to continuously improve and strategically manage the environment in which effective teaching and learning takes place. Our Operational Division provides support and mobilizes resources schoolwide to ensure efficient planning, application and optimum use of school resources. The HCCS Operations Division provides hands-on support with all aspects of school operations, giving all of HCCS the confidence to move forward with our vision and mission. As such, HCCS screens and hires highly qualified staff for our Operational Division who, under the direction of the Chief Operations Officer, meet the minimum specified qualifications outlined below.

Directors
At Highlands Community Charter School, we understand the vital contributions our Operational Directors make through the leadership they provide. Our Operational Directors exercise this leadership by tirelessly

striving to reach our long-term vision of eradicating educational inequality and promoting student achievement through planning, policy setting, advocacy, and monitoring performance to effectively hold HCCS staff accountable to achieving the goals set in our mission so that each and every student succeeds.

Director of Marketing and Communications
The *Director of Marketing and Communications* is responsible for the overall public communications of HCCS. This includes, but is not limited to, planning, directing, and coordinating the internal and external communications to and from the governing board of directors, and with the public, administration, faculty, and staff. Our Director of Marketing and Communications possesses, at a minimum, any combination equivalent to graduation from a 4-year accredited college with specialization in journalism, English or public relations plus experience in public relations management, public information, public affairs or similar occupations. In this position, the Director of Marketing and Communications has progressively responsible experience, preferably in a supervisory or administrative capacity, conducting complex research and/or media analysis in a major media market with prior on-camera media experience preferred.

Supervisors
Our Supervisors play a key role in helping us reach our mission by setting goals for performance, allocating work, monitoring productivity and compliance, providing leadership, building teamwork, and ensuring workforce involvement.

General Services Supervisor
At HCCS our *General Services Supervisor* plans, organizes, directs, administers, reviews, and evaluates schoolwide facilities, maintenance, operations, and purchasing. This position must also supervise warehouse programs and services encompassing facilities planning, construction and maintenance, hazardous materials management, safety management, property management, architectural services, custodial, grounds maintenance, purchasing/warehouse, and general operational services. In this position, the General Services Supervisor exercises independent authority within the scope of responsibilities. This scope includes supervising appropriate staff working in facilities, maintenance, operations, and purchasing/warehouse. The General Services Supervisor acts as a liaison with other HCCS department directors and various city, county, state, and federal agencies in relation to the facilities, maintenance, operations, and purchasing/warehouse activities at HCCS. The qualifications of our General Services Supervisor include an understanding of principles, methods, and practices of school planning, organization, and direction of custodial operations and facilities planning as well as maintenance and purchasing/warehouse service. In this position they are also qualified to complete budget preparation and control, policies, practices, and procedures pertaining to the maintenance, repair, and operation of building complexes. Knowledge of applicable health and safety regulations, equipment, materials, and supplies used in educational settings are also critical. Additionally, the General Services Supervisor is involved with contract management and administration, both oral and written communication, principles and practices of administration, supervision, training, interpersonal skills, patience, and courtesy. Minimum qualifications include experience with computers and assigned software, environmental, health, and safety knowledge, and knowledge related to the regulation of employees, buildings, and property, technical knowledge, preventive maintenance, materials, equipment, and procedures used in various building construction trades and custodial and grounds service operations.

Independent Studies ("IS") Supervisor
The Highlands Community Charter School *Independent Studies Supervisor* is responsible for all programs that are aligned to an Independent Studies instructional model, including program compliance including attendance, CALPADS reporting, instructional assignment, charter petition, and charter renewal. WASC accreditation, campus/facility management, and fiscal compliance are all conditions to successfully fulfilling the job. The IS Supervisor has the ability to coordinate and manage the

Independent Studies program. This is a classified administrative position that supervises the program on a variety of HCCS campuses and is part of HCCS's high school diploma program. The HCCS Independent Studies Supervisor should possess a BS or BA degree from a recognized college institution in Liberal Studies, Business Administration, or a degree of a similar nature that is in alignment to the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability are essential. The Independent Studies Supervisor must have a thorough knowledge of school SIS (Student Identification Systems, i.e. Powerschool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. In this position it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regards to communication, record keeping, staff presentations, fiscal accountability, or stated mandated compliance associated with Independent Studies. The IS Supervisor must possess the ability to prepare and lead presentations with staff, administration, community stakeholders, and the Board of Trustees for HCCS as well as a thorough understanding of the compliance regulations governing Independent Studies as a recognized educational alternative. It is also essential for this position to have a thorough knowledge of CALPADS and its use for Independent Study tracking, including student demographics, course completions, and student status toward diploma success. The IS Supervisor can communicate effectively and clearly both orally and in writing with a diverse staff and student population, has a proven track record of leadership practices associated to classified and certificated staff, understands and is prepared to produce all documentation necessary to perform and complete annual audit requirements associated with Independent Study.

Business Services Supervisor
The *Business Services Supervisor* is responsible for all areas relating to accounting, developing and maintaining accounting principles, practices, and procedures to ensure accurate and timely financial statements. Our Business Services Supervisor performs a variety of accounting duties in the processing of payroll, accounts payable, accounts receivable, and purchasing and is qualified through a strong understanding of accounting theory and generally accepted accounting principles. The Business Services Supervisor has a proven work ethic and possesses a can-do attitude and ability to meet assigned deadlines. This person is proficient in Microsoft Excel, Microsoft Office, email systems, and has the ability to communicate with a diverse group of people on a daily basis. Preferable qualifications include 6-8 years accounting/finance experience, specifically within a public or school district setting.

Career Services Supervisor
Our *Career Services Supervisor* assists all students and alumni in the development of career technical education, career identification, job search, and employment opportunities. In addition, the HCCS Career Services Supervisor continually works to expand the scope of services through the implementation of data-driven workshops and the utilization of various internal and external resources. The Career Services Supervisor also aims to accomplish organizational objectives by managing staff and seeking professional development. Our Career Services Supervisor is qualified through experience in planning, organizing, monitoring, implementing, and supporting career services, work experience, and supplementary instruction programs. The Career Services Supervisor also supervises the performance of assigned personnel and communicates effectively both orally and in writing, interpreting, applying, explaining rules, regulations, policies, and procedures. This person is responsible for establishing and maintaining cooperative and effective working relationships, analyzing situations accurately and adopting effective course of actions, meeting schedules and timelines, working independently with little direction, preparing comprehensive narrative and statistical reports, directing the maintenance of a variety of reports and files related to assigned activities, and maintaining consistent, punctual and regular attendance.

Administrative/Office Assistants Supervisor

HCCS employs an *Administrative/Office Assistants Supervisor* who plans, organizes and supervises the activities of assigned administrative and office assistants sections within the established office and school sites as directed. The Administrative/Office Assistants Supervisor is responsible for the maintenance of records, reports, and student filing procedures and analyzes assigned projects. The Administrative Supervisor supervises, reviews, and assigns project functions to administrative staff. At a minimum, the Administrative Office Assistants Supervisor possesses an associate degree or equivalent combination of experience, training, and education with prior experience. Experience working in a school setting preferred, and is bilingual, preferably in one or more of the following languages: Spanish, Farsi, or Slavic dialects.

Managers

Managers at HCCS contribute to the achievement of our mission by arranging various factors of the organization. Managers effectively allocate and integrate resources while motivating HCCS staff in their departments. They also negotiate for resources and other support, providing the assurance that staff and students at Highlands Community Charter School are able to achieve the goals set out in our mission and schoolwide learner outcomes.

Facilities Manager

The *Facilities Manager* coordinates, schedules, and monitors use of school facilities for academic and/or nonacademic events organized by HCCS and the community. The Facilities Manager also performs a variety of logistics support duties such as arranging for space, energy and lighting, staffing and security, food services, and clean-up. The Facilities Manager also prepares specialized records, contracts, and reports for facility use and coordinates with partnering schools to assist in classroom and teacher needs facilitation, and provides a variety of logistics, contracting, and support to scheduling offering school site campuses facilities for use. The position requires a high school diploma or equivalent plus four years of progressively responsible experience in an event or facilities planning environment, an Associate's degree in business, program administration, or equivalent is preferred and may substitute for some experience

IT Manager

Our *IT Manager* maintains and expands our computer networks, manages the WAN, LAN, SAN and EDI computer platforms, while looking for ways to grow our networks in a cost-effective way to meet future needs. The IT Manager is responsible for developing network maintenance and growth plans, creating annual and project budgets, managing the IT staff, and keeping the executive team up to date on the latest networking technologies that could help the Highlands Community Charter School to succeed. At a minimum, the IT Manager possesses a bachelor's degree in Computer Science or related field and 5+ years of experience in information technology management

Operational Specialists

As part of our ongoing and growing efforts to support our operational team and in order to ensure students are receiving the highest quality instruction and support HCCS can provide, we employ specialists to support school instruction and operations. Each operational specialist candidate possesses the necessary education and professional experience related to their field of specialty to qualify them for the duties and responsibilities of the position. Our specialist positions and qualifications are as follows:

Transition Specialists

Transition Specialists at Highlands Community Charter School provide transition and employment services to students and qualified California State and Sacramento County ex-offenders; assist participants with enrollment, making appointments, telephone calls, writing letters and filing forms; and provide individual job development, placement assistance, job coaching, follow-along, and follow-up services. Our Transition Specialists are qualified with one (1) year of experience in career advising and/or job development or closely related field is required, an associate degree or higher from an accredited

college or university, evidence of the ability to type 30 wpm, preferably with experience working with students and/or adults with special needs.

Data Specialist
The *Data Specialist* will be responsible for maintenance of data throughout the systems used by Highlands Community Charter School. The Data Specialist will work with employees, partner organizations, and The California Department of Education (CDE) to ensure proper usage and implementation of data systems used by HCCS. The Data Specialist will be the primary point of contact for all data-related matters for HCCS, including but not limited to audits, CALPADS, and Principle Apportionments. This job requires someone who possesses high attention to detail, good judgment, efficient execution, is highly reliable, and has the ability to quickly learn and implement new technology. The minimum qualifications for this position are an understanding of how to manage a database, proven ability to develop scripts and software, strong problem solving skills, and effective communication skills.

Maintenance Specialist
The *Maintenance Specialist* performs inspections, maintenance, and repairs to ensure that all students, staff, and the community are provided a safe, attractive, clean, and healthy environment for learning and work. The Maintenance Specialist minimum requirements include a high school diploma and certificates pertaining to the trade; holds a license for the type of equipment to be driven, with no serious violations, demonstrates knowledge, a minimum of three years of experience, and proficiency in several areas of maintenance (e.g., plumbing, painting, carpentry, masonry/concrete/tile, window glazing, electrical, mechanical, HVAC systems, roof repair, plastering/spackling, field/playground maintenance, furniture repair, and small engine repair); has excellent integrity and demonstrates good moral character and initiative; exhibits a personality that demonstrates interpersonal skills to relate well with students, staff, administration, and the community; and demonstrates the ability to communicate effectively in English, using proper grammar and vocabulary.

Social Media Specialist
The *Social Media Specialist* position performs professional-level marketing/public relations/social media duties that align with HCCS goals and objectives for student achievement. The Social Media Specialist also actively participates in the creation, design, and production of HCCS publications and manages and develops content for our website and social media. Our Social Media Specialist is a self-starter who thrives in a fast-paced team, has strong organizational skills and enjoys problem solving. Ideally, the Social Media Specialist has a bachelor's degree from an accredited college or university in a field related to marketing, advertising, public relations or communications, five (5) years of experience performing communications/marketing/public relations at the professional level, and has experience in a diverse public education setting. The Social Media Specialist is preferably bilingual in English and 1 other language.

Generalists
HCCS employs ‘Generalists’ who have a diversity of skills and abilities in which they excel and whose knowledge is dispersed over a wide range of subjects. We recognize the value of members of our team being able to see deeper inside this interconnectedness of instruction, operations, and students services and find solutions that help us reach our mission.

Human Resources Generalist
The *Human Resources Generalist* assists managers and supervisors with the interpretation and routine application of District policies, procedures, and appropriate Memorandum of Understanding pertaining to Human Resources. Our Human Resources Generalist responds to requests for documentation related to human resources and risk management activities; assists employees and departments with the interpretation of personnel related procedures; works with hiring authorities to perform all aspects of the

recruitment and hiring process including developing and posting jobs; job announcements, reviews and screens applications; and develops and administers appropriate selection tools while maintaining eligibility lists and fingerprinting. We require that our Human Resources Generalist possesses the equivalent to an Associate's degree in Human Resource Management, Business Administration, Labor Relations or Organizational Leadership and two (2) years increasingly responsible experience performing human resource functions, payroll, or other administrative clerical, financial and/ or statistical record keeping that can be directly related to the essential duties and responsibilities of the classification of Human Resources Specialist. A Bachelor's degree in Human Resource Management, Labor Relations or Organizational Leadership may substitute for the experience requirement. A Bachelor's Degree in one of the relevant fields or a specialized certificate in Labor Relations or Human Resource Management is desirable.

Purchasing Generalist
HCCS employs a *Purchasing Generalist* who has experience with accounts payable, purchasing, general accounting principles, and travel reimbursement processing. Our Purchasing Generalist has excellent organizational and analytical skills to assume general assignments and independently follow through to successful completion; strong interpersonal and oral communication skills to effectively and professionally communicate in person and on the telephone, and give directions to a diverse group of people including faculty, staff, and students; excellent communication skills (oral, written, and interpersonal) to effectively interpret instructions and interact with a wide variety of people in a helpful, effective, and informative manner using tact and diplomacy. The HCCS Purchasing Generalist has demonstrated skills to interpret policies, procedures and requirements and apply to processes and procedures related to research, teaching, the department, school and university; elicit information needed to clarify inquiries and requests; demonstrated computer skills utilizing Microsoft Word, Excel, PowerPoint, Outlook, and Adobe Acrobat, and excellent mathematical skills to accurately complete assigned budgetary, accounting and purchasing tasks bookkeeping, and controlled documents. It is the responsibility of the Purchasing Generalist to track all orders & receipt of goods and work with vendors to resolve any issues or returns, monitor all purchase orders, maintain and use a purchasing card in compliance with HCCS policies and procedures, keep an accurate log, reconcile monthly statements, keep an inventory of goods and distribute goods as requested/needed, provide timely turn-around on all requisitions and purchase orders throughout school, maintain procurement documents in a retrievable manner, maintain useful and up-to-date information relative to the procurement area that may affect centralization or good business practices, confirm that all submitted documentation is accurate and complete, review site policies, operation procedures, work instructions and forms for format consistency, and review documents and written external communication for format, consistency, and compliance with existing procedures. The minimum qualifications for this position include, any equivalent combination of training and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of HCCS, equivalent to an Associate's degree, Trade or Technical School, two (2) years of experience in the purchase of specialized operations of equipment, technical services, or equivalent combination of education and experience, competent with MS excel based and other purchasing systems, and knowledge and skills equivalent to completion of two years of college.

Liaisons
Liaisons at HCCS are an integral part of the positive connections and partnerships we make in the community. HCCS Liaisons aid our communication with the community, prospective partners, former students, and the like to ensure our students, past and present, are connected to what they need.

Community Development Liaisons
Community Development Liaisons at HCCS develop and maintain partnership arrangements with private, public, and voluntary sectors and the local communities to meet the service needs and operations of HCCS. The Community Development Liaisons work consistently to ensure continuous local development

and that all associated processes are accurate, professional, and consistent at all times. Community Development Liaisons contribute to the overall success of HCCS in accordance with our schoolwide learning outcomes, mission, and vision by providing seamless service to clients. Our Community Development Liaisons qualify through work experience in a multicultural environment. They have excellent customer skills with meticulous attention to detail, proven ability to prioritize and work on their own initiative whilst respecting boundaries, excellent networking, and promotional skills, good IT skills, particularly MS Office. Community Development Liaisons have the ability to communicate with a diverse group of people on a daily basis, preferably with experience in community development.

Student Engagement Liaison
The *Student Engagement Liaison* works with students to promote and enhance attendance. The purpose is to determine the cause of student absences and to provide assistance to students to enhance school attendance. The Student Engagement Liaison must have an associate degree or equivalent combination of experience, training, and education with prior experience working in a school setting and be bilingual in a language other than English, preferably in *Spanish, Farsi, Slavic* dialects.

Administrative Support Team
The administrative support team at HCCS is essential in supporting the daily operations of all HCCS sites. With the support of members of this team, staff in all divisions are better able to serve our students and our mission.

Data Technician
The *Data Technician* assists the Data Specialist in maintaining data throughout the systems used by HCCS. The Data Technician provides technical assistance and prepares complex reports and information for the use by HCCS personnel, partner organizations, and the California Department of Education. Data Technicians are highly reliable and have high attention to detail, good judgment, efficient execution, and the ability to learn quickly and implement new technology. At a minimum, Data Technicians should have a high school diploma and an associate/bachelor's degree in an analytical field or at least 2+ years of experience with data systems and/or Student Information Systems, including experience with CALPADS.

Information Technology Technicians
The *Information Technology Technicians* install, configure, update, maintain, and repair computer and microcomputer workstations, network peripherals, and communication systems as well as instruct and coordinate with personnel and perform related and non-related work as required. The position requires a minimum of 2 years recent experience in the computer/technology equipment maintenance field. An Associate's degree in computer science or related technical field is highly desirable.

Custodians
HCCS *Custodians* perform custodial cleaning and replenishment of dispensers for school sites, multi-use, offices, surrounding grounds, and related facilities. In addition to demonstrating the competencies and abilities required of the position, Custodians must work cooperatively and productively with the staff, students, and facility users. Our Custodians are required to have a basic knowledge of the methods, materials, tools, and equipment used in custodial and facility care and cleaning. They should also understand work hazards and safe work techniques, including lifting procedures, chemical reactions and proper safety precautions for use of cleaning substances, and building repairs. Custodians need sufficient reading and writing abilities to read work instructions and document work activity onto standardized forms and sufficient human relations skill to exercise courtesy when dealing with others.

Administrative Assistant II
Administrative Assistant II staff perform highly technical and complex tasks, facilitate and expedite work, and perform other related duties as required. Administrative Assistant II staff serve as assistants to

management with responsibility over a division. All of their duties and responsibilities require a high level of initiative and independent decision-making. At a minimum, Administrative Assistant II staff possess four years of increasingly responsible full-time experience at a level comparable to a school secretary or higher is required or two years as an Administrative Assistant I in a School District and the ability to communicate with a diverse group of people on a daily basis.

Administrative Assistant I
Administrative Assistant I serve as assistants to school administrators and perform complex and highly specialized secretarial and administrative support duties; relieve executive staff of clerical and administrative details; plan, organize, and coordinate office activities, provide administrative details and communication. Administrative Assistant I have experience in the operations, principles, practices, procedures, rules, and methods of the district and assigned office or division, the operation of a computer and assigned software, modern office methods and equipment, computers and application software, accurate record-keeping techniques, correct English usage, grammar, spelling, punctuation and vocabulary, using receptionist and telephone techniques, district organization, operations, policies and objectives, interpret and apply legal mandates, policies, rules and regulations, and operational procedures pertaining to school operation. Administrative Assistant I are able to effectively and efficiently operate computer terminals and computers and utilize application software, compose correspondence independently, establish and maintain comprehensive and accurate files and records and prepare concise and complete reports as required, type 50 words per minute, make mathematical calculations with speed and accuracy, understand and carry out oral and written directions, communicate both orally and in writing in a clear and concise manner, apply policies and procedures related to the assigned duties and responsibilities of the position, establish and maintain cooperative and effective working relationships, and work with discretion and in confidence with student and staff information.

Office Assistants
Office Assistants perform varied secretarial and clerical work functions in support of daily operations. Qualifications include the ability to learn and apply policies, regulations and operational procedures, effectively and efficiently operate computers, utilize application software, establish and maintain comprehensive and accurate files and records, prepare concise and complete reports as required, type 40 words per minute, make mathematical calculations with speed and accuracy, understand and carry out oral and written directions, communicate both orally and in writing in a clear and concise manner, apply policies and procedures related to the assigned duties and responsibilities of the position, establish and maintain cooperative and effective working relationships, work independently with little direction, meet schedules and timelines, compose documents and correspondence, use appropriate spelling, grammar, and punctuation. Office Assistants must also perform correspondence and report writing, use automated record management and filing systems, and telephone techniques. Office Assistants are familiar with modern office practices and procedures including methods and equipment, computers, assigned software, district organization, operations, policies and objectives.

Element 6: Health and Safety Procedures

The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following

(i) Include the requirement that each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive of paragraph (2)of subdivision (a)of Section 32282 and procedures for conducting tactical responses to criminal incidents.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. **(Ed. Code § 47605(b)(5)(F).)**

6.1: Custodian of Records

HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

6.2: Promoting Student Health and Wellness

HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

Health, Wellness, and Nutrition

HCCS' Health curriculum reflects the California Health Education Content Standards and teaches students about a fit and healthy lifestyle. Because of the diverse cultural backgrounds we serve, it is essential that we put great effort into health education in our classrooms to address the varying and culturally unique health education needs of each student. Many of our students need help navigating and utilizing community resources available to them to access basic health knowledge for developing a healthy lifestyle. Our teachers proudly emphasize health education for our students while our Student Support Services staff continually evaluate and address the needs of our students.

Social and Emotional Support and Guidance

Teachers, counselors, and all other staff who interact with students listen, support, empathize, and guide students towards healthy social and emotional development. Being open-minded, trustworthy, and respectful of our students is imperative to the social and emotional well-being. HCCS also makes every effort possible to identify students in need of mental health services and to make community resource connections with community mental health organizations to offer additional support and services.

Academic, College, and Career Counseling

Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). ELD students also meet with ELD Navigators in groups and individually to discuss general academic topics such as graduation requirements and promotion goals. Counselors offer college and career counseling through individual and group sessions.

Community Partners, Resources, and Referrals

We partner with a variety of community agencies to assist us in meeting our students' and families' varying needs from housing, financial, legal, and immigration services to medical and dental clinics. Our partners include International Refugee Committee ("IRC"), Asian Resources, Inc. ("ARI"), Lao Family Community Development, Greater Sacramento Urban League, La Familia Counseling Center, Inc., to name a few.

Background Checks
HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by the law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting
All HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees, and other persons working on behalf of HCCS who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination
HCCS shall adhere to existing state laws regarding tuberculosis screening of employees. HCCS requires a tuberculosis risk assessment and , if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations
HCCS adheres to all applicable laws and existing Board policy related to legally required immunizations and health related issues for both employees and entering students at HCCS.

CPR/First Aid Training
All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215.

Feminine Hygiene Products
The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.

Nutritionally Adequate Free or Reduced Price Meal
The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day, pursuant to Education Code Section 47613.5.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(J):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conductive to learning
- the rules and procedures on Charter School discipline
- procedures for conducting tactical responses to criminal incidents

Emergency Preparedness
Highlands Community Charter School's shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Bloodborne Pathogens
Highlands Community Charter School adheres to state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment
HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure
HCCS shall utilize a complaint and investigation procedure to centralize all complaints and concerns coming into the Charter School. Under the direction of the Board, the Executive Director shall be responsible for investigation, remediation, and follow-up on matters submitted through this procedure. All issues not resolved by the school site may be resolved at the executive level.

Discrimination and Harassment Policies and Procedures
HCCS is committed to providing a charter school free of discrimination and sexual harassment. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of HCCS' sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools" an online program. HCCS is also committed to providing a workplace free of discrimination and any harassment based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medial are leave,, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation. HCCS uses policies adopted by the Board regarding discrimination harassment (including employee to employee, employee to student, student to employee, and student to student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment, is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

School Facility Safety
Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. HCCS adheres to laws specific to charter schools on the local and state level regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Title IX

HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location on its web site the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specific in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

(a) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.

(b) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.

(c) A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element 7: Means to Achieve Racial and Ethnic Balance

The means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. **(Ed. Code § 47605(b)(5)(G).)**

7.1 & 7.2: Plan for Achieving and Maintaining Racial and Ethnic Balance & How to Reach This Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves. HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220. (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and recruiting strategy that ensures all students are notified about the educational opportunities we offer. These efforts will be on-going, throughout the year. As HCCS is committed to serving all ethnic groups, we use various advertising techniques to recruit students from all backgrounds.

Each year HCCS conducts an analysis of enrollment trends in order to optimize our efforts to recruit and retain students. An informal designated committee, comprised of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Externally, HCCS addresses retention and attrition through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagements systems coordinate efforts to strengthen two-way communication between students and the school. Some of these systems include our ELD Navigators, Reclassification Specialist, Reading Specialist, Transition Specialist, and Student Engagement Liaison. This collaboration not only helps student relations, but also increases student achievement and hopefully retention.

HCCS will actively recruit adult students from Sacramento County that reflect a diverse student population both with regard to racial and ethnic diversity, but also with regard to socio-economic diversity and English Language Learners. HCCS will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements to ensure racial and ethnic balance of students that is reflective of the county:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational materials that appeal to all of the various racial and ethnic groups represented in the County.

- Distribution of informational materials to community organizations, community religious institutions, and other organizations that serve various racial and ethnic populations, such as the libraries, recreation centers, local businesses, middle schools, and faith based organizations.
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations, including but not limited to Farsi, Spanish, Russian, and Arabic.
- The use of various advertising mediums that allow individuals whose first language is something other than English to obtain information relevant to programs at the school.
- Announcing enrollment and recruiting information in local newspapers, online news sources, and social media. HCCS will continue to add sources to stay current with the latest technologies and trends.
- Presentations at various multicultural events, including community fairs and events.

Element 8: Admission Requirements

Admission policies and procedures, consistent with [Educations Code 47605] subdivision (d). **(Ed. Code § 47605(b)(5)(H).)**

Admission Requirements

8.1: Admission and Enrollment Requirements

Highlands Community Charter School is nonsectarian in its programs, admission policies, and all other operations. HCCS will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics [Ref. Education Code § 47605(d)(1)]. HCCS will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. No test or assessment shall be administered to students prior to acceptance and enrollment into HCCS. However, subsequent to acceptance, students are assessed for placement into appropriate class levels for enrollment.

HCCS admits all students who:

- wish to enroll in our academic program,
- we are legally allowed to serve,
- meet the exclusive WIOA agreement requirement of being age 22 and older, and
- submit a timely application.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)
Per Education Code §§ 47612.1 and 47605.1 (g), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Greater Sacramento Urban League (GSUL) or other WIOA organization. As such, we only legally serve students who are receiving WIOA funded services and do so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The GSUL or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements". HCCS will provide the District with documentation that confirms GSUL or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California, may be admitted.

Student Recruitment

8.2: Recruiting Students with Low Academic Performance, Socioeconomic Disadvantages and Disabilities

Our recruitment efforts reflect our objective nature as a charter school and in no way favor or bias any demographic. When students with Individualized Education Plans ("IEP"s) enroll, it is the school's policy to collect any and all information pertaining to the student's IEP and to assess whether the IEP is transferable to a 504 plan. HCCS is committed to serving academically low-achieving and socioeconomically disadvantaged students to offer them a seamless path to success in employment, higher education, and life. HCCS serves a community where a predominant number of students in our target population qualify for free or reduced-price lunch according to federal guidelines. We are dedicated to making sure that all community members are equally aware of the alternative we are providing to students within the communities we intend to serve.

HCCS conducts student outreach activities throughout the calendar year. A variety of techniques are utilized including posters, flyers, local school visits, community-based organization visits, presentations at various multicultural events, public business tabling (sitting outside markets and other businesses that allow us to pass out flyers to the public) and various advertising, including in local English, Spanish, Farsi, and Russian publications and radio stations. All promotional materials are in various languages, including Spanish, Farsi, Russian, and Arabic, to inform non-English speaking populations about our school.

In order to ensure we attract low-achieving, economically disadvantaged, and special education students, we conduct our outreach in the surrounding communities with similar demographics. Our marketing and recruiting materials highlight that our program is available to all students with a variety of needs and backgrounds. Our recruiting teams are trained to ensure all families are notified that our program currently serves a large population of economically disadvantaged students and that we accept students regardless of past academic performance.

Lottery Preferences and Procedures

8.3: Identification and Rationale of Admission Preferences

If HCCS receives a number of applications that exceeds the number of available spaces, a single public random drawing/lottery will be used to select admitted students, with the exception of existing students, who are guaranteed admission in the following school year. The following enrollment preferences and affirmative action preferences in the case of a public random drawing shall be as follows:

1. All students currently enrolled in HCCS
2. Non-youth residents of the District; as defined by WIOA as those 22 years of age and older
3. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery.

This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waitlist carry over to the following school year.

HCCS and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).

8.4: Implementation of a Public Random Drawing

Open Enrollment Period and Enrollment Procedures
Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of both a paper-based and online student registration form and optional attendance at one of our weekly orientations.

Enrollment packets for students who are admitted also gather the following:

- Proof of Immunization
- Proof of Withdrawal from Previous School (such as transcripts)
- Proof of Not Having a U.S. high school diploma
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements, e.g. birth certificate or driver's license
- Release of records
- Any forms required by the Greater Sacramento Urban League or other WIOA partner

Following the open enrollment period each year, applications are counted to determine whether the number of students who wish to attend HCCS have exceeded HCCS's capacity. In the event that this happens, HCCS will hold a public random drawing to determine enrollment with the exception of existing students who are guaranteed enrollment in the following school year. This public random drawing is conducted in a public setting, at a time and place (e.g., the main school site) to be made known in advance to the community. The public random drawing process will be used to determine who will be offered enrollment and the order of the waitlist.

The public shall be notified of the random drawing through written notices posted at the school campus and on our website. Applicants who have completed registration are notified of the lottery via automated and/or personal telephone calls, email notifications, and letters sent to home addresses. If there are more available seats in a grade level than there are applicants, all students who have completed registration will be offered a seat.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity will be given the option to put their name on a waiting list according to their draw in the lottery. This waiting list will allow students the option of enrollment if an opening occurs during the current school year at their grade level. New students will be added to the waiting list on a first come, first served basis. If the waiting list is exhausted, then the school may hold additional random drawings.

Communicating to All Interested Parties
Applications are available digitally online on the Highlands Community Charter School website and hard copies are available at all HCCS sites. Our school advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and fliers.

Ensuring Fair Execution of Lottery Procedures
The lottery will be coordinated by an individual designated by the Executive Director but moderated by an objective third party (usually a community leader or liaison) in a location open to the public and advertised to the school community. Given the native languages of the anticipated target community, all proceedings will be conducted in English, Spanish, Farsi, Russian, and Arabic, as needed.

The lottery is open to the public and students are encouraged to attend; however, students are not required to be present at the time of the drawing to be eligible for admission. Results are published in English, Spanish, Farsi, Russian, and Arabic, as needed. Results are mailed to all applicants and follow up phone calls are made by the designated Enrollment Team and/or school office staff.

The lottery will be made random through use of numbers assigned to each applicant. All applicant numbers will be published and provided to students before the lottery begins. When a student's number is drawn, both the number and student's name will be announced verbally, and the student will be added to a master list which will be projected for those in attendance. Once all available seats in a grade level have been filled, the designated Enrollment Team will announce to those present that all remaining applicants drawn will be placed on the waitlist for that grade level in the order that they are drawn.

Lottery Time and Location
The random public drawing (lottery) will be held in a public space in the community that is large enough to accommodate all interested students. The lottery process is open to the public. The public is notified of the random drawing through written notices posted at the school campus and on our website. The random public drawing (lottery) will be scheduled in the event that applications for enrollment exceed school capacity. The lottery will be held at a time that is determined to be convenient for the students in our school community to attend.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity at each grade level. In the event of a lottery, admission to the school will be offered to applicants based on the results of the public random drawing until capacity is reached. All remaining names drawn after capacity for a grade level is reached will be placed on a waiting list in the order they are drawn. New applicants who register after the lottery deadline will be offered a seat if space is available in the grade level they have applied for or added to the waitlist in the order that the application was received. As seats become available in a grade level, the student with the lowest numerical ranking will be offered that seat.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be notified of acceptance within a week of the lottery by the designated Enrollment Team and/or school office staff and must accept enrollment within two weeks of notification by confirming with the school staff their intent to complete the enrollment process and/or submitting a completed enrollment packet. Any families who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of all registration forms, lottery results, and waiting lists are readily available for inspection at the school office. These records will be maintained by the designated Enrollment Team.

Volunteering at HCCS is not mandatory and is not a condition of admission or continued enrollment at HCCS.

Element 9: Annual Financial Audits

The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. **(Ed. Code § 47605(b)(5)(I).)**

Annual Audit Procedures

9.1: Contracting with an Independent Auditor

An annual independent fiscal audit of the books and records of HCCS is conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of HCCS are kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit employs generally accepted accounting procedures. The audit will be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

9.2: Completing the Audit

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. A copy of the auditor's findings will be forwarded to TRUSD, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Board of Directors will receive and review each year's audit.

9.3: Selecting an Independent Auditor

The auditor will have, at a minimum, a CPA and experience with educational institution accounting requirements and practices and shall be approved by the State Controller on its published list as an educational audit provider. HCCS shall be solely responsible for all costs associated with auditing services. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

9.4: Administering the Resolution Process

The HCCS audit committee will review any audit exceptions or deficiencies and then report to the Board of Directors with recommendations on how to resolve them. The Board will submit a report to TRUSD describing how the exceptions and deficiencies have been corrected by the time of the audit submission, along with supporting documentation. Additionally, HCCS will inform TRUSD of any outstanding exceptions or deficiencies at the time of audit submission and how they will be resolved to the satisfaction of TRUSD along with an anticipated timeline for the same. Typically all audit exceptions or deficiencies will be addressed within six months. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

9.5: Submission

The Board of Directors will submit a report to TRUSD regarding how the exceptions and deficiencies have been, or will be, resolved to the satisfaction of TRUSD.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of HCCS is public record to be provided to the public upon request.

Element 10: Suspension and Expulsion Procedures

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). **(Ed. Code § 47605(b)(5)(J).)**

School Climate and Student Discipline System

10.1: HCCS Discipline Philosophy

Highlands Community Charter School prides itself on the meeting of student needs and developing an action plan to address extenuating circumstances as they arise, recognizing that many of our students come to our organization due to hardship that has prevented their educational goals from reaching fulfillment. By addressing the needs of each student head on, we remove the barriers that prevent student success.

HCCS implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

HCCS encourages the utilization of these services as prevention from student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstance which prevents attendance. Counselors, teachers, directors, and other assigned

personnel assist with the addressing of these student needs by creating an action plan for both staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Classroom teacher(s)
- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one

SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

- This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.
- The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting.
- The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

- The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the *Student Success Plan* form or the *Student Success Plan Follow-up Form.*

Team Member

- An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

- The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

- When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

- Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

- Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate

these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

- The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

- Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation:

1. **Case Management**
   It is very important to clearly define on the *Student Success Plan* who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

   Case manager tasks may include:
   - meeting with the student and with the teacher regarding the action plan,
   - making phone calls and/or sending reminder notes to team members regarding action items, and/or
   - helping students and their families follow through with referrals to on-site and community-based services.

2. **Feedback to the Referral Source**
   The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

3. **Student/Family Support**
   Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

4. **Follow-Up SST Meetings / Ongoing monitoring of student progress**
   At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The

follow-up SST meeting is documented on the *Student Success Plan Follow-up Form*. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development
Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review in de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, community service, use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

10.2: Authorization and Implementation of In-School Suspensions

HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as

defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- made terrorist threats against school officials or school property, or both.

Grounds for Suspension and Expulsion

10.3: Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

10.4: Suspension Offenses

Discretionary Suspension Offenses
Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property.
G. Stole or attempted to steal school property or private property.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.

I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. No pupil enrolled in grade K-3, inclusive, shall be suspended for conduct described in this provision.
L. Knowingly received stolen school property or private property.
M. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
N. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
O. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
P. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
Q. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
R. Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.
S. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
T. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
U. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

V. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    a. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    b. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    c. Causing a reasonable student to experience substantial interference with his or her academic performance.
    d. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

W. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

X. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

Y. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

10.5: Expulsion Offenses

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandishing a knife at another person.
C. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committing or attempting to commit a sexual assault or sexual battery as defined in Education Code Section 48900(n).
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Out-of-School Suspension Procedures

10.6: Rules and Procedures for Out-of-School Student Suspension

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Director of Curriculum and Instruction, or in the case of the Executive Director's and Director of Curriculum and Instruction's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Director of Curriculum and Instruction or assigned designee.

The conference may be omitted if the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regards to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

10.7: Maximum Suspension

The length of the suspension will be determined by the Executive Director and/or the Director of Curriculum and Instruction or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Director of Curriculum and Instruction or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

10.8: Meaningful Education for Suspended Students

A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

10.9: Suspension Pending the Outcome of an Expulsion Process

Upon a recommendation of Expulsion by the Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in section 10.8.

Expulsion Procedures

10.10: Rules and Procedures for Student Expulsion

Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Curriculum and Instruction (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel

A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

HCCS may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, HCCS must present evidence that the witness' presence is both desired by the witness and will be helpful to HCCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS as HCCS Board's decision to expel shall be final.

Expelled students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

10.11: Rehabilitation Plans

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

   HCCS shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who HCCS or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

   Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's 504 Plan would reflect this change), and to progress toward meeting the goals set out in the student's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

   Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a student with a disability because of a violation of a code of student conduct, HCCS, the parent/guardian (in the case of a minor), and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the student's IEP/504 Plan, any teacher observations, and any relevant information provided by the students to determine:

   a. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
   b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team determine that either of the above is applicable for the student, the conduct shall be determined to be a manifestation of the student's disability.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/504 Team shall:

c. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such student, provided that HCCS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
d. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the student already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
e. Return the student to the placement from which the student was removed, unless the parent (in the case of a minor) and HCCS agree to a change of placement as part of the modification of the behavioral intervention plan.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then HCCS may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a student with a disability who disagrees with any decision regarding placement, or the manifestation determination, or HCCS believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or HCCS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and HCCS agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a student with a disability to the placement from which the student was removed; or (2) order a change in placement of a student with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such student is substantially likely to result in injury to the student or to others.

5. Special Circumstances

HCCS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with a disability who violates a code of student conduct.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated HCCS disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if HCCS had knowledge that the student was disabled before the behavior occurred.

HCCS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to HCCS supervisory or administrative personnel, or to one of the student's teachers, that the student is in need of special education or related services.
b. A parent has requested an evaluation of the student.
c. The student's teacher, or other HCCS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the director of special education or to other HCCS supervisory personnel.

If HCCS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible students with disabilities, including the right to stay-put.

If HCCS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. HCCS shall conduct an expedited evaluation if requested by the student; however the student shall remain in the education placement determined by HCCS pending the results of the evaluation.

HCCS shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Element 11: Employee Retirement Systems

The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. **(Ed. Code § 47605(b)(5)(K).)**

11.1-3: Certificated, Classified, and Other Staff Members

All full time certificated employees at Highlands Community Charter School participate in a qualified retirement plan including, but not limited to, State Teachers Retirement System (STRS) or the federal social security system based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

Employees may have access to other school-sponsored retirement plans and other benefit plans according to policies developed by the Board of Directors and adopted as HCCS employee policies. In the event that the Internal Revenue Service adopts regulations barring non-profit entities from participating in the public-funded retirement plan (STRS), employees will be covered by federal social security and/or an employer-sponsored retirement plan as approved by the HCCS Board of Directors. HCCS will inform all applicants for positions within HCCS of the retirement system options for employees of HCCS and notify all applicants that accepting employment at HCCS may exclude the employee from further coverage in their current retirement system. The Executive Director shall be responsible for ensuring that appropriate arrangements for retirement coverage are made. HCCS will develop a mix of salaries and benefits, commensurate with location and experience, necessary to attract and retain well-trained teachers and staff.

Element 12: Public School Attendance Alternatives

The public school attendance alternatives for students residing within the school district who choose not to attend charter schools. **(Ed. Code § 47605(b)(5)(L).)**

12.1: Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS are informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency.

Element 13: Rights of District Employees

The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. **(Ed. Code § 47605(b)(5)(M).)**

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

Element 14: Dispute Resolution Procedures

The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. **(Ed. Code § 47605(b)(5)(N).)**

14.1: Providing Written Notification

Disputes Arising from within HCCS

It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS which do not involve TRUSD liability or issues of student health or safety will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious time lines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests TRUSD involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD

HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Bill McGuire
Twin Rivers Unified School District

5115 Dudley Blvd.
McClellan, California 95652

Murdock Smith
Highlands Community Charter School

1333 Grand Ave
Sacramento, California 95838

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol

HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code section 47607.

Element 15: Charter School Closure Procedures

The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. **(Ed. Code § 47605(b)(5)(O).)**

15.1: Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify (TRUSD), within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33.
On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS.
Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Additional Provisions

Facilities

The facilities to be utilized by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. **(Ed. Code § 47605(g).)**

16.1: Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and useable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

16.2: Locations

Highlands Community Charter School's main campus is located at 1333 Grand Ave., Sacramento, CA 95838. HCCS students are currently served at 24 locations around the greater Sacramento region. In addition to our main campus, HCCS locations include the following:

- **Asher College, Sacramento Campus.**—1215 Howe Avenue Suite 101, Sacramento, CA 95825
- **Asian Resources, Inc.**—2411 Alhambra Boulevard. #110, Sacramento, CA 95817
- **Asian Resources, Inc. Citrus Heights Center.**—5750 Sunrise Boulevard #100, Citrus Heights, CA 95610
- **Bach Viet Association, Inc**.—1050 Fulton Avenue Suite 110, Sacramento, CA 95825
- **Bethany Slavic Missionary Church**—9880 Jackson Road, Sacramento, CA 95827
- **Capital Christian Center**—9470 Micron Avenue, Sacramento, CA 95827
- **Clayton B. Wire Elementary**—5100 El Paraiso Avenue, Sacramento, CA 95824
- **Cosmo Beauty Academy**—3500 Fulton Avenue, Sacramento, CA 95821
- **Faith Legacy**—3532 Whitney Avenue, Sacramento, CA 95821
- **Greater Sacramento Urban League**—3725 Marysville Boulevard, Sacramento, CA 95838
- **Holy Cross Academy**—800 Todhunter Avenue, W. Sacramento, CA 95606
- **Industrial Park**—8180 Industrial Parkway, Sacramento, CA 95824
- **La Familia Counseling Center, Inc.**—3301 37th Avenue, Sacramento, CA 95824
- **Marconi**—2435 Marconi Avenue, Sacramento, CA 95821
- **Marina Vista: Sacramento Housing and Redevelopment Agency**—30 Seavey Circle, Sacramento, CA 95818
- **McClellan: Extension**—3144 Palm Street, Bldg. 826, McClellan Park, CA 95652

- **National Shrine of Our Lady Of Guadalupe**—711 T Street, Sacramento, CA 95811
- **Opening Doors**—1111 Howe Avenue, Suite 125, Sacramento, CA 95825
- **Saint Anne's Church**—7720 24th Street, Sacramento, CA 95832
- **SALAM Academy**—4541 College Oak Drive, Sacramento, CA 95841
- **St. Matthews Episcopal Church**—2300 Edison Avenue, Sacramento, CA 95821
- **St. Rose Campus**—5961 Franklin Boulevard., Sacramento, CA 95824
- **St. John's Women's Shelter**—8401 Jackson Road, Sacramento, CA 95826
- **The Fountain Of New Life Ministries**—2771 Grove Avenue, Sacramento, CA 95815

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

16.3: Annual Operational Agreement

HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

16.4: Operational Powers and Liabilities

HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

16.5: Insurance Coverage

HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters

The petitioner or petitioners also shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. **(Ed. Code § 47605(g).)**

16.6: Funding

HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

16.7: Fiscal Strength

HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections under Tab 4.

16.8: Budgets and Cash Flow

A five year budget and financial projections is included under Tab 4. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

16.9: Financial Reporting

HCCS will provide reports to TRUSD as follows as required by Education Code Section 47604.33 and may provide additional fiscal reports as requested by TRUSD:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(g) will satisfy this requirement.
2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.

4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

16.10: District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

16.11: Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the 2016-17 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

16.12: Annual Review and Notice to District of Change in Status

HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

16.13: Regulations and Compliance

HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. We will do so responsibly and accountability.

16.14: Technology

HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education. Recognizing that there is always a cost-benefit tradeoff when using technology, HCCS will purchase hardware, software, and services based upon the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

16.15: Term of Charter

The term of this charter shall begin on July 1, 2019 and expire June 30, 2024.

16.16: Amendment of Charter

Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to

respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

16.17: Cooperation

Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

16.18: Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Twin Rivers Unified School District (TRUSD) Board of Trustees and HCCS Board of Directors.

16.19: Administrative Services

The manner in which administrative services of the charter school are to be provided. **(Ed. Code § 47605(g).)**

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

16.20: Potential Civil Liability Effects

Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(g).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

16.21: Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

16:22: Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

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Exhibit B

Violation of Charter: Grade Levels Not Aligned with Charter

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 28, 2024

SENT VIA: EMAIL DELIVERY:
gina.carreon@trusd.net

Gina Carron
Chief Human Resources Official
3222 Winona Way
North Highlands, CA 95660

RE: Request for Response Dated August 5, 2024 Relating to 11th Grade

Dear Ms. Carreon:

This is in response to your August 5, 2024 correspondence to Highlands Community Charter and Technical Schools ("HCCTS"). We understand that the Twin Rivers Unified School District ("District"), as the chartering authority for both Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"), has requested that HCCTS take the following actions:

- The District requests that HCCTS investigate the necessary steps and support needed to add 11th grade to the High School program.

- The District further requests that HCCTS implement the necessary steps to add 11th grade as soon as practical.

HCCS and CICA have been operated by HCCTS since 2014 and 2019, respectively. Both schools serve adults 22 years of age and older in compliance with the Workforce Innovation and Opportunity Act of 2014 (Pub. L. 113–128, title II, §201.) Both charter documents currently provide for a unique grade level configuration of 1st, 2nd, and 12th grades. Additionally, HCCS and CICA have added grades 9 and 10 to their grade level offerings through a non-material revision to the charter petitions based upon approval of the addition of these grades previously by District staff on October 29, 2020. Upon enrollment, the HCCS charter provides that:

> "Students who are at a high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment

> scores, will be assigned to a grade level based primarily upon assessment."

CICA's charter contains identical language pertaining to grade level assignment after enrollment. Neither charter, therefore, currently requires 11th grade. Additionally, the high school curriculum offered by Highlands Community Charter and Technical School and CICA complies with the California Education Code requirements for graduation (Ed. Code §51225.3.)

The educational program of a California public charter school is defined by its charter petition. (Ed. Code §47605.) The educational programs of HCCS and CICA, as defined in the charters, were developed to meet the needs of the unique student population enrolled in both schools. The educational programs, including a grade configuration that does not include 11th grade, was approved by the District and by virtue of this approval found to be a sound educational program. Furthermore, these educational programs comply with the requirements for graduation. (Ed. Code §51225.3.). As such, HCCTS is not legally required to add an 11th grade to the educational programs of either HCCS or CICA.

Although HCCTS does not have a legal obligation so do so, in an ongoing effort to assuage the District's concerns and demonstrate HCCTS' commitment to proper reporting and progress tracking of students and bolstering the educational program of HCCS and CICA to best serve the needs of every student, HCCTS will add an 11th grade as soon as practical to its educational program subject to approval of both the HCCTS Board and the District. In order to plan and implement an 11th grade to the high school program, HCCTS will need to review and analyze both HCCS and CICA's current educational programs, investigate staffing needs and assessment schedules, and train its team on implementation of these changes. As the District is aware, HCCTS is currently responding to a state audit and two separate audits being conducted by representatives of the District, while continuing to operate its two schools and attempting to implement numerous operational changes to satisfy the District and other stakeholders. Therefore, HCCTS does not have the adequate time or staff capacity to plan and implement a new grade within this academic year.

HCCTS takes the advice of the District staff to add an 11th grade seriously and is committed to adding an 11th grade as soon as practical to its educational program. Assuming the District will confirm that the addition of 11th grade is approved as a non-material revision to the charters for both schools with an implementation date of July 1, 2025 or as part of the charter renewal process before our charters expire on June 30, 2027. HCCTS proposes spending the current academic year planning for the 11th grade configuration change and implementing the change to take effect when possible. This would provide HCCTS with adequate time to properly investigate, plan, and implement the addition of the 11th grade to the high school program. Furthermore, this would ensure that there is not a chaotic disruption to the educational program for students in the middle of an academic year and ensure a successful implementation of a new change. HCCTS appreciates the District's willingness to work with us on DASS metrics that will better capture the progress of students enrolling at Highlands given its high levels of immigrant students who often know little English even though they are classified as high school students. Having these metrics in place before adding the 11th grade will also assist stakeholders by ensuring there is reliable data upon which to evaluate student progress.

We hope that this letter fully addresses the District's requests on this matter and we look forward to hearing from you about our proposed implementation timeline and whether the non-material revision is approved by the District. Should you have any further questions in the meantime, please do not hesitate to contact me.

Sincerely,

Bill McGuire
Executive Director

4894-6322-4286, v. 1

From: Sharilyn.Warta
To: Melissa Roberson
Cc: Gina.Carreon; Ryan.DiGiulio
Subject: RE: HCCTS Request for Action: Adding Grade 11
Date: Monday, September 30, 2024 3:36:00 PM
Attachments: image001.png
image002.png
image003.png
image004.png

Good Afternoon,

On page one of the HCCTS response regarding the addition of 11th grade, there was mention that HCCS had approval by *"District Staff on October 29, 2020"* to add grades 9 and 10 through a non-material revision process. Please provide evidence to support this statement.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, August 30, 2024 2:05 PM
To: Gina.Carreon <Gina.Carreon@trusd.net>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Request for Action: Adding Grade 11

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.
Report Suspicious

Hello Gina,

I hope you are doing well. Please see the attached letter regarding the

TRUSD request for action from Highlands Community Charter School and California and Innovative Career Academy.

Thank you,
Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 2, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Evidence

Dear Ms. Warta,

We have prepared the following response to the TRUSD request for evidence regarding the statement of HCCS approval of adding grades 9 and 10 through a non-material revision process.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Grades 9 and 10
Before adding grades 9 and 10, HCCS enrolled students in grades 1, 2, and 12. In the 2018-2019 school year, there was political pressure from the capitol to enroll all students in high school following a misunderstanding that HCCS had 40-year-old students enrolled in first and second grades with children. HCCTS serves adult students aged 22 and older. However, our students were never in classes learning with children. To address this, in the 2020-2021 school year, HCCTS added high school grades 9 and 10.

HCCTS communicated with TRUSD via email and phone about these changes on several occasions. TRUSD Administration strongly encouraged the change to a 9-12 grade span to more accurately reflect the students we serve and would not require a material revision to the charter. While HCCTS does not possess email evidence of this exchange on October 29, 2020, these communications are reflected in the 2019-2020 Annual Oversight Report from TRUSD drafted on July 7, 2020. The report, which was drafted by Francie Heim of School Business Solutions, clearly states: "It should be noted that Highlands serves ages 22 and older. Before 2020-21, Highlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student.)"

Please see an excerpt from the report below. Attached is the complete report by School Business Solutions, TRUSD Oversight consultant, which was provided to HCCTS in July 2020.

It should be noted that Highlands serves age 22 and older. Before 2020-21, HIghlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student).

Highlands LCFF Funded ADA			
	K-3 ADA	9-12 ADA	Total
2020-21		2,550.00	2,550.00
2019-20	1,750.28	251.05	2,001.33
2018-19	1,178.80	267.09	1,445.89
2017-18	1,003.65	245.26	1,248.91
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

Please reach out if you have any additional questions.

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

June 7, 2021

HIGHLANDS COMMUNITY CHARTER SCHOOL OVERSIGHT REPORT

Prepared by Francie Heim, School Business Solutions LLC

This report summarizes the Highlands Community Charter School (Highlands) for 2019-20 school year activities and includes an update on the 2020-21 school year.

Key Data Points	2017-18	2018-19	2019-20
October Enrollment	1,856	1,980	3,336
Socioeconomically Disadvantaged	89.06%	94.70%	92.24%
English Learners	85.88%	87.10%	90.32%

The report will be divided into seven parts and are aligned with TRUSD board policy on charter oversight.

Part 1 Compliance with Legal Requirements (Board Policy)
Part 2 Student Outcomes and LCAP (Board Policy)
Part 3 Fiscal Condition (Board Policy)
Part 4 Key Demographic Data
Part 5 Site Visit Observations
Part 6 Summary
Part 7 Appendix

TWIN RIVERS UNIFIED BOARD POLICY
MONITORING CHARTER SCHOOL PERFORMANCE

The Superintendent or designee shall monitor the charter school to determine whether it **complies with all legal requirements** applicable to charter schools, including making all reports required of charter schools in accordance with Education Code *47604.32*. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the **measurable student outcomes** set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its **local control and accountability plan (LCAP).**

The Board shall **monitor the fiscal condition** of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

PART I

Board Policy:
The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

Highland states they filed all required reports with their office, and there are no known violations of law. TRUSD states that all required reports have been filed, and there are no known items to report.

The annual independent audit for 2019-20 is an unmodified opinion. The audit report did restate the ending fund balance, with a $78K accounts receivable overstatement adjustment for Highlands and $15 K for CA Innovative Career Academy.

PART 2

Board Policy:
The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for alternative programs as students do not take the Smarter Balanced Assessments taken in traditional K-12 schools. In March 2019-20, the pandemic resulted in limited data collection and suspended the traditional LCAP process.

Highlands does continue to test students regularly with the CASAS test, which is required as part of the workforce investment grant.

The most recent LCAP (2018-19/2019-20) noted the following:

Goal 1: Improve Academic Performance School-wide.

Outcome: We expect our English Learners (EL) students to make significant progress in the Comprehensive Adult Student Assessment System (CASAS) Reading Assessment, our EL reclassification rate to Re-Designated English Proficient (RFEP) to increase, and 50% of our identified high school students to show increase in their CASAS scores in either ELA or Math. We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment exceeding our goal of 52%. Shifting significant resources to additional para-educators

has been highly effective. Highlands exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to Highlands with Master's Degrees and a wealth of teaching experience but need their Designated Subjects Credential. The use of our 'Navigators' to assist transition from EL classes to defined high school level courses.

Goal 2: Improve College and Career Preparedness through increased research based practices and strategies with increased career-technical educational (CTE) opportunities for all students.

Outcome: 65% of our eligible students complete a defined College or Career Pathway. This includes expanding our CTE Pathways, thereby, increasing the number of options available to students. Highlands is committed to students' success and providing opportunities to obtain a livable wage lifestyle. Highlands provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Medical Assisting, Cosmetology, Manicuring, Entrepreneurship and Culinary Arts.

Goal 3: Increase Student Engagement and Enhance School Climate.

Outcome: Highlands has supported student and alumni achievement by investing in additional para-educators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our school wide GPA goal of 2.77 to 3.44. Highlands is on course to meet our high school graduation goal of 41%. We exceeded our goal of 60% of non-exempt alumni gaining and maintaining employment with 62%. 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%. Highlands provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Goal 4: Increase instructional technology use to improve student achievement and career readiness.

Outcome: The number of our students that now have access or use a computer in their daily life is 87%. We increased our overall number of available student computers to 1:4 ratio. The overall goal is to attain a 1:1 level.

Goal 5: Increase stakeholder and community engagement in the students' education and school and community life.

Outcome: Of the 79% of Highlands' students who have children, 67% are actively parenting. Our expansion of play care programs and summer camp activities provide a rich learning environment while allowing their parents to attend school. Highlands' partners with both Twin Rivers Unified School District and Family Hui program to provide supplemental parent education programs.

LCAP

Education Code 47604.32 requires the charter authorizer to review the LCAP as a part of authorizer oversight duties. The TRUSD team has done a review and provided recommendations to Highlands on changes that should be reflected in a revised LCAP (Appendix D). A summary of the LCAP highlights is shown in Appendix C.

Dashboard Alternative School Status (DASS)

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). This new accountability system, the California School Dashboard (Dashboard), contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. Because these state indicators and standards were developed for traditional (non-alternative) schools, a different measurement tool was needed for Alternative Schools. The Dashboard Alternative School Status (DASS) program replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable for modified methods of measurement for accountability indicators, when appropriate.

Highlands DASS 2018-19

Basics: Teachers, Instructional Materials, Facilities	Met
Implementation of Academic Standards	Met
Parent Engagement	Met
Local Climate Survey	Met
Access to a Broad Course of Study	Met
Chronic Absenteeism	88.6% (increase over the PY* 1%)
Suspension Rate	-0-
Graduation Rate	15.3% (decline over the PY 3.5%)
College/Career	-0- Prepared, 1.6% approaching prepared (PY -0- prepared, 13.8% approaching prepared)

*Prior Year (PY)

Highlands notes that the decline in graduation rate is due in part to students transferring to the CA Innovative Career Academy charter in order to complete remaining credits under an independent study setting.

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

PART 3

Board Policy
The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

Highlands was financially solvent at the close of 2019-20. The audit report reflects unrestricted net assets of $1.28 M at the close of 2019-20. The level of borrowing is concerning, with $2.6 M in revenue anticipation notes (RANs) outstanding at the close of 2019-20 and a $3 M PPP (Paycheck Protection Program) loan payable. An additional $ 6.6 M in RANs were issued in 2020-21.

1	Highlands Community Charter School				
2	Statement of Financial Position Audited Financial Statement				
3		2016-17	2017-18	2018-19	2019-20
4	Cash		1,204,755	1,142,841	2,804,724
5	Accounts Receivable	3,018,358	2,277,556	3,496,529	4,600,306
6	Prepaid	85,435	29,622	30,650	136,177
7	Fixed Assets	215,472	253,034	1,451,059	1,378,849
8	Deposits	8,613	20,263	21,763	21,763
9	Total Assets	3,327,878	3,785,230	6,142,842	8,941,819
10					
11	Cash Overdraft	93,622			9,970
12	Accounts Payable	797,019	559,518	777,520	1,386,511
13	Accrued Expense	359,705	585,816	879,998	653,515
14	Notes Payable	935,000	572,000		
15	Revenue Anticipation Notes				2,634,489
16	PPP loan payable				2,973,000
17	Factoring Agreement		750,000	3,703,942	
18	Total Current Liabilities	2,185,346	2,467,334	5,361,460	7,657,485
19	Restricted	91,132			
20	Unrestricted	1,051,400	1,317,896	781,382	1,284,334
21	Total Net Assets	1,142,532	1,317,896	781,382	1,284,334
22	Total Net Assets & Liabilities	3,327,878	3,785,230	6,142,842	8,941,819

The TRUSD business team, with leadership provided by Kate Ingersoll, does a detailed review of Highlands budget, interim reports, audit, and LCAP.

Cash and Borrowing Notes:

- Highlands ended 2016-17 with a zero cash balance.
- In August 2017, Highlands issued Revenue Anticipation Notes, Series A (RANs) for $2,900,000 at 5% interest, maturing on September 15, 2018.
- In 2017-18, Highlands used a factoring agreement ($750 K) for cash flow, at the cost of $22K.
- In 2018-19, Highlands used a factoring agreement ($8.55M) for cash flow at the cost of $424 K.
- In 2019-20, Highlands paid off the factoring agreement.
- In 2019-20, Highlands/CA Innovative Career Academy issued RANs for $7M with net proceeds of $5,065 M. $1.9 M was to pay off a previous factoring agreement. The total cost of issuance is significant, along with 4% interest.
- In 2019-20, Highlands received a $3 M PPP loan at 1% interest and may be eligible to apply for loan forgiveness.
- **In 2020-21 (August 2020), Highlands/CA Innovative Career Academy issued RANs for $6.6 M with net proceeds of $6.25 M and 4% annual interest.**
- **Highlands provided follow-up information indicating the RAN was paid in full in March 2021. Highlands established a $9 M line of credit to utilize for cash flow.**

2020-21 SECOND INTERIM MULTI-YEAR PROJECTION SUMMARY

Based on data submitted in March 2021 (Second Interim Budget), Highlands projects to be fiscally solvent in 2020-21, 2021-22,2022-23 with a projected ending balance of $10.6 M in 2020-21 (line 7) at approximately 33% of expenditures. A 33% reserve is a greatly improved ending balance over the 2019-20 5% reserve.

	Highlands 2nd Interim MYP	2018-19 Actual	2019-20 Actual	2020-21 2nd Interim	2021-22 MYP	2021-22 MYP
1	**Actual/Projected ADA**	1,446	2,001	2,550	2,550	2,550
2	Income	18,505,584	25,966,222	41,018,789	37,244,976	38,303,794
3	Expenditures	19,042,098	25,385,167	31,707,548	33,108,958	34,476,666
4	Income Less Expenditures	(536,514)	581,055	9,311,241	4,136,018	3,827,128
5	Beginning Balance	1,317,896	781,382	1,284,334	10,595,575	14,731,593
6			(78,103)			
7	Ending Balance	781,382	1,284,334	10,595,575	14,731,593	18,558,721
* 2020-21 Beginning balance adjusted for audit fund balance $78,103 overstatement of accounts receivable						
8	**Ending Balance as % of Expense**	**4%**	**5%**	**33%**	**44%**	**54%**

PART 4

Other Key Data Elements

ADA (AVERAGE DAILY ATTENDANCE)/ENROLLMENT GROWTH OVER TIME

Highlands has grown from 207 students (October 2014 count) to 3,225 students (October 2020 count). Charters are funded based on current year P-2 ADA, a cumulative count of student attendance as of the last full school month ending on or before April 15. ADA is significantly less than ADA.

Due to the pandemic, 2020-21 ADA was frozen at the 2019-20 level with the ability to apply for growth ADA, which is why Highlands increased from 2,001 ADA to 2,550.

Highlands Enrollment ADA Trend			
Academic Year	Enrollment	ADA	ADA as % of Enrollment
2020-21	3,225	2,550	79%
2019-20	3,336	2,001	60%
2018-19	1,980	1,446	73%
2017-18	1,856	1,249	67%
2016-17	1,268	924	73%
2015-16	518	405	78%
2014-15	207	237	114%

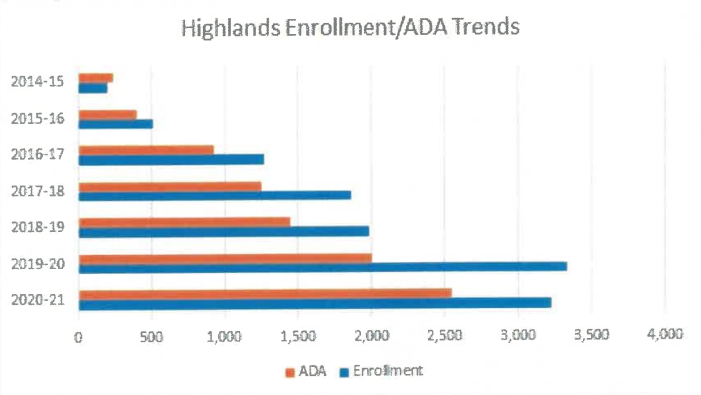

It should be noted that Highlands serves age 22 and older. Before 2020-21, HIghlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student).

Highlands LCFF Funded ADA			
	K-3 ADA	9-12 ADA	Total
2020-21		2,550.00	2,550.00
2019-20	1,750.28	251.05	2,001.33
2018-19	1,178.80	267.09	1,445.89
2017-18	1,003.65	245.26	1,248.91
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

ENGLISH LEARNERS

Highlands has 90% of the population identified as English Learners. A 90% identification rate is higher than TRUSD (33%), Sacramento County (17%), and the State (19%). As noted in the chart below, a significant number of languages are represented in the student population.

2019-20 English Learner	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	TBD	Total	EL as % of Total
Highlands	303	-	3,013	20	-	3,336	90.3%
Twin Rivers Unified	16,549	480	10,834	5,082	63	33,008	32.8%
Sacramento County	164,358	7,485	43,406	34,062	229	249,540	17.4%
State	3,600,001	273,950	1,148,024	1,133,977	7,049	6,163,001	18.6%

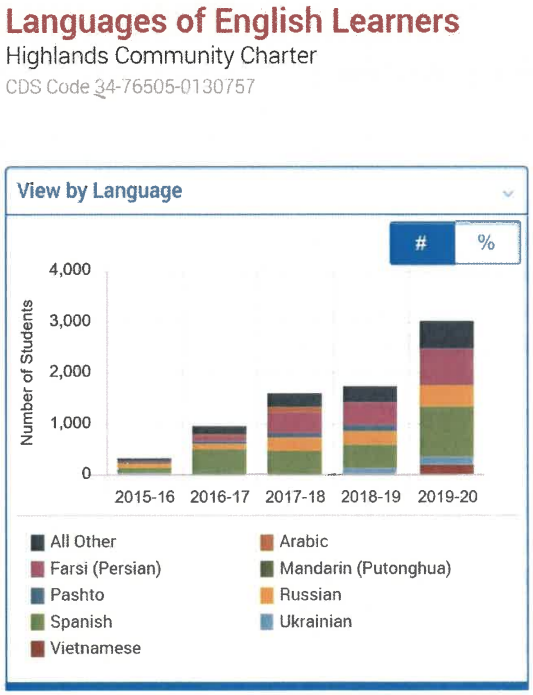

UNDUPLICATED PUPIL PERCENTAGE (UPP)

Highlands UPP was 98% in 2019-20. For funding purposes, the UPP calculation used in the LCFF formula is based on a three-year average and is capped at the UPP% of TRUSD.

1	Highlands UPP Count	2015-16	2016-17	2017-18	2018-19	2019-20
2	Total Enrollment	518	1,268	1,856	1,980	3,336
3	Free & Reduced Meal Program	335	810	1,646	1,828	3,077
4	Homeless	-	49	16	7	51
5	Direct Certification	8	21	45	19	8
6	Unduplicated FRPM Eligible Count	336	829	1,653	1,831	3,086
7	English Learner (EL)	311	946	1,594	1,725	3,013
8	CALPADS Unduplicated Pupil Count (UPC)*	455	1,099	1,778	1,961	3,273
9	UPP %**	87.84%	86.67%	95.80%	99.04%	98.11%

** Students are counted once to arrive at this total*

** Funded UPP based on three year rolling average and may be capped at % of authorizing LEA*

2019-20 EXPENDITURES

73% of expenditures were identified as program services. Approximately 62% of the budget is spent on salary and benefits of employees.

1	Highland 2019-20 Expenditures*	Program Services Education	Support Services, Mgmt, & General	2019-20 Total	PY Total
2	Certificated Salaries	5,358,756	23,868	5,382,624	
3	Classified Salaries	5,226,231	706,944	5,933,175	
4	Employee Benefits	3,984,485	333,213	4,317,698	
5	Books & Supplies	893,189	301,038	1,194,227	
6	Professional/Consulting/Operating Expenditures	3,131,381	4,918,037	8,049,418	
7	Depreciation		217,641	217,641	
8	Interest Expense		290,384	290,384	
9	Total	18,594,042	6,791,125	25,385,167	
10	% by Program/Support	73.25%	26.75%	100%	
11	Total Expenditures (less depreciation)			25,167,526	18,944,374
12	Total Employee Costs/Benefits			15,633,497	12,498,430
13	Total Employee Costs/Benefits as % of Total Expenditures			62.12%	65.97%

** per 2019-20 audit report*

PART 5

Site Visit Observations

Murdock Smith is the CEO/Director of Highlands and brings a passion and vision to the charter. Mike Reid is the Chief Operations Officer. Mike will be retiring in June 2021, and a leadership reorganization is underway.

Diana Gonsalves is a new addition to the team, serving as the Director of Fiscal Services. The charter continues to contract with Delta Management Solutions for back-office business support. Highlands is reviewing the possibility of bringing all business functions in-house. As requested in our last oversight report, the charter has added a "fiscal transparency" section to the website, providing budget and interim report updates.

Highlands received an outside consultant report (Terry Bradley, SBC) in May 2020. The report's scope was to review the organizational structure with an emphasis on the business services department. The report also requested a follow-up review of the FCMAT extraordinary audit (May 2018). There were many findings and recommendations, and a summary is provided below:

a) Recognition of the increase in student enrollment and a "healthy" general fund reserve.
b) Recognition of the leadership of Murdock (Doc) Smith and his high visibility in the organization
c) Recognition of the Board of Directors in their trust of the leadership team and holding the team accountable.
d) Improved communication among divisions in the organization was recognized. It was also noted that this is an area of continued focus to improve.
e) The utilization of technology should be a priority throughout the charter organization.
f) Based on interviews of HCCS staff, all 19 internal practices identified in the FCMAT extraordinary audit have been addressed. Staff feels the charter is a better organization due to the FCMAT study and will continue to improve as more systems are developed and implemented.
g) Internal controls need to be in place to ensure that only students 22 years of age or older without high school diplomas can register at HCCS. It should be noted that the October 2019 and October 2020 student counts show no student under the age of 22 enrolled.

The report recommended that further areas of focus/study should be:

Development of a succession plan for HCCS leadership positions.
Review of the existing organizational structure.
Completion of a cost/benefit analysis of establishing a "total" business office operation within the structure of HCCS.

No sites were visited this year due to COVID, but several zoom sessions were conducted with the Charter leadership team, and several classes were visited via zoom. The first meeting with Murdock Smith (CEO/Director), Michael Reid, and Charles Patillo was to establish the protocol and plan for zoom visits. After the class zoom visits, a meeting was held with Murdock Smith, Mike Reid, Katrina Tupper (Director of Instruction and Professional Learning), Niccole Scrogins (Director of Curriculum and Program).

The questions guiding the team discussion are shown in Appendix G. A summary of a year in review with challenges and successes is provided below as noted by the leadership team.

At the start of the pandemic, a distance learning specialist group was brought in to train staff and set the stage for remote learning. For some of the clients, a zoom environment improved attendance. Chromebooks, hot spots, Gmail accounts, were provided to students. "Digital navigators" assisted students and staff with technology. If a student was not in contact for five days, there was outreach to ensure students were OK. Food and clothing closets were provided to assist with other needs.

ADA was determined by google classroom, mobile app, zoom attendance, work submitted, and reading program log-ins. Highlands is considered a school of the district for special education purposes, and special education services are provided by TRUSD.

There were many challenges for teachers in adapting to a Zoom environment, but the success was seeing the great work at the end. The silver lining is the push over the finish line for staff and teachers (and students) on digital literacy (Nicole).

Challenges were the personal hardships, and success was the relationships and connections that were made. The silver lining was creating a system and structures for collaboration, with staff reaching out for more professional development opportunities (Katrina).

Challenge was never taking the foot off the accelerator and pivoting, and the success was creating more pathways for students (Mike).

Success was graduation with 138 graduates in January. Challenges were not receiving COVID funding like traditional school districts. The silver lining was the development of a learning management platform in-house. (Doc).

There were some very specific kudos to the TRUSD team:
Kate Ingersoll for working so closely with Diane Gonsalves and the business office team
Lori Grace for ongoing, consistent communication on COVID to the Highlands team that made them feel very supported by the district.
Kristen Coates for reaching out to ensure good communications with the team.
TRUSD police support, specifically noting an incident with an at-risk student, and the collaboration of the Highland team and TRUSD police department that prevented a potential suicide.

I attended the following Zoom classes:

English Learners	10:00 to 11:00	Tuesday16-Mar	7 students attending
English, History,Govnt	11:00 to 12:00	Tuesday16-March	1 student attending
Math	1:30 to 2:30	Tuesday16-Mar	4 students attending
English	6:00 to 7:00	Wednesday17-Mar	16 students attending
CDL Truck Driving	10:00 to 11:00	Thursday18-Mar	11 students attending
Beg English	11:00 to 12:00	Thursday18-Mar	15 students attending
Algebra (CICA)	5:15 to 6:15	Thursday18-Mar	1 student attending

General Impressions:
Teachers used technology appropriately, with some teachers excelling in providing engaging activities. Students were generally adept at using Zoom and had good connectivity. The English Learner classes were particularly engaging. Many of the students were women with small children, and it was a joy to watch their level of engagement in learning English. As noted previously in the report, attendance has improved since transportation, and child care barriers are no longer issues in a Zoom environment.

PART 6

SUMMARY

The Highlands team is passionate about its mission and vision and is committed to its students' success. They serve a diverse group of adults, primarily English Learners, under the Workforce Investment Act. The challenges are many. Chronic absenteeism is high at 88.6%, graduation rates are low at 15.3%, and college/career readiness indicators are -0- prepared and 1.6% approaching prepared (2018-19 data).

Our commendations to Highlands for bringing in an outside consultant to review operations and provide recommendations. The report (May 2020) was reviewed as part of this oversight report. The charter has implanted many of the recommendations.

Highlands should be commended for the quick response to align services to students in a virtual environment back in March 2020. As of this report (May 2021), Highlands is still providing services in a virtual environment.

In 2019-20, adequate controls were in place to ensure all students enrolled were age 22 or more.

Highlands has implemented a prior year recommendation that provides for fiscal transparency, with the website posting budgets and interim reports.

Highlands has been creative in partnering with the community on facilities near where the students and community needs are located. Appendix B provides the most current listing of 35 sites.

A stated concern in the past was a lack of cash flow and budget discipline necessary for a growing organization. Highlands has improved its fund balance. They have discontinued expensive factoring agreements used for cash flow. Highlands indicated that in March 2021, they repaid the RANs and acquired a $9M line of credit to utilize for cash flow purposes. They continue to contract with a charter "back office" for financial support but have added staffing in-house to improve financial/budgeting systems. They are projected to be fiscally solvent in 2019-20 and future years.

There continue to be legislative discussions to limit the ability of Charters to serve adults over the age of 22 and receiving LCFF funding. Highlands has been actively working to ensure legislators and others are aware of the impact of their work in the community.

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) Commissioners have determined Highlands Community Charter School (AD - AD) meets the ACS WASC criteria for accreditation and granted a Six-Year Accreditation Status with a Mid-cycle Two-day Visit through June 30, 2025.

PART 7

APPENDIX A HIGHLANDS MISSION/VISION (FROM WEBSITE)

Motto | Vision | Mission

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

SCHOOLWIDE LEARNER OUTCOMES (SLOS):

1. STUDENTS WILL DEMONSTRATE MEASURABLE ACHIEVEMENTS EACH TERM THROUGH ASSESSMENT.

2. STUDENTS WILL MAKE PROGRESS TOWARD THEIR CAREER GOALS.

3. STUDENTS WILL USE TECHNOLOGY TO COMMUNICATE FOR PERSONAL AND ACADEMIC USE.

HIGHLANDS COMMUNITY CHARTER SCHOOL

ANNUAL OVERSIGHT REPORT 2019-20

APPENDIX B

Highlands Community Charter School's main campus is located at 1333 Grand Ave., Sacramento, CA 95838. HCCS students are currently served at 35 locations around the greater Sacramento region.

These sites listed may include jointly utilized California Innovative Career Academy sites.

Per the Charter Petition - All HCCS site are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the district.

	2018-19 Oversight Report Listing (March 2020)		Updated Listing (May 2021)
1	41st Street | 3821 41st Ave Suite 1, Sacramento, CA 95824	1	41st Avenue | 3821 41st Avenue, Suite #1, Sacramento, CA 95824
2	ARI - Alhambra | 2411 Alhambra Blvd # 100 Sacramento, CA 95817		
3	ARI - CB Wire | 5100 El Paraiso Ave, Sacramento, CA		
4	ARI - North | 5750 Sunrise Blvd #100 Citrus Heights, CA 95610	2	ARI - North | 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
5	Asher | 1215 Howe Ave. #101, Sacramento, CA 95825	3	Asher | 1215 Howe Avenue, #101, Sacramento, CA 95825
6	Bach Viet - North | 1050 Fulton Ave. #110 Sacramento, CA 95825	4	Bach Viet - North | 1050 Fulton Avenue, #110, Sacramento, CA 95825
7	Bach Viet | 1120 Fulton Ave. #F Sacramento, CA 95825	5	Bach Viet - Larkspur | 1100 Fulton Avenue, #F, Sacramento, CA 95825
8	Bach Viet - South | 6853 65th St. STE C, Sacramento, CA 95828	6	Bach Viet - South | 6853 65th Street, STE C, Sacramento, CA 95828
9	Bethany | 9880 Jackson Rd. Sacramento, CA 95827	7	Bethany | 9880 Jackson Road, Sacramento, CA 95827
10	Bowling - Lao Family | 7171 Bowling Dr. Sacramento, CA 95823	8	Bowling | 7171 Bowling Drive, #1120, Sacramento, CA 95823
11	Clay Street | 3805 Clay Street, Sacramento, CA 95838	9	Clay Street | 3805 Clay Street, Sacramento, CA 95838
12	Cosmo | 3500 Fulton Ave, Sacramento, CA 95821	10	Cosmo | 3500 Fulton Avenue, Sacramento, CA 95821
13	Crossroads | 7011 Sylvan Rd. Suite A, Citrus Heights, CA 95826		
14	Faith Legacy | 2532 Whitney Ave. Sacramento, CA 95821	11	Faith Legacy | 3532 Whitney Avenue, Sacramento, CA 95821
15	Grand | 1333 Grand Avenue Sacramento, CA 95838	12	Grand Avenue | 1333 Grand Avenue, Sacramento, CA 95838
16	Folsom Blvd | 10017 Folsom Blvd. Sacramento, CA 95827	13	Folsom Blvd | 10017 Folsom Blvd, Sacramento, CA 95827
17	GSUL | 3725 Marysville Blvd. Sacramento, CA 95838	14	GSUL | 3725 Marysville Blvd, Sacramento, CA 95838
18	Gurnick | 8810 Cal Central Drive, 3rd Floor Sacramento, CA 95826	15	Gurnick | 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
19	Holy Cross | 800 Todhunter Ave. West Sacramento, CA 95605	16	Holy Cross | 800 Todhunter Avenue, West Sacramento, CA 95605
20	Industrial | 8180 Industrial Pkwy. Sacramento, CA 95824	17	Industrial | 8180 Industrial Pkwy, Sacramento, CA 95824
21	Maple | 3301 37th Ave. Sacramento, CA 95824	18	Maple | 3301 37th Avenue, Sacramento, CA 95824
22	Marconi | 2435 Marconi Ave. Sacramento, CA 95821	19	Marconi | 2500 Marconi Avenue, #120, #150, Sacramento, CA 95821
23	Marysville | Notre Dame: 715 C St. Marysville, CA 95901	20	Marysville | Notre Dame: 715 C Street, Marysville, CA 95901
24	McClellan | 3144 Palm St. Building 826 McClellan Park, CA 95652	21	McClellan | 3144 Palm Street, Building 826, McClellan Park, CA 95652
25	OLOG - Guadalupe | 711 T St. Sacramento, CA 95811	22	OLOG - Guadalupe | 711 T Street, Sacramento, CA 95811
26	Opening Doors | 1111 Howe Ave. #115 Sacramento, CA 95825	23	Howe Avenue | 1111 Howe Avenue, #115, Sacramento, CA 95825
27	Opening Doors | 1111 Howe Ave. #655 Sacramento, CA 95825	24	Howe Avenue | 1111 Howe Avenue, #655, Sacramento, CA 95825
28	SALAM | 4545 College Oak Dr. Sacramento, CA 95841	25	SALAM | 4545 College Oak Drive, Sacramento, CA 95841
29	SHRA - Marina Vista | 30 Seavey Circle Sacramento, CA 95818	26	SHRA - Marina Vista | 30 Seavey Circle, Sacramento, CA 95818
30	St. Anne's | 7720 24th St. Sacramento, CA 95832	27	St Anne's | 7720 24th Street, Sacramento, CA 95832
31	Elder Creek | 8401 Jackson Rd, Sacramento, CA 95826		
32	St. Matthews | 2300 Edison Ave. Sacramento, CA 95821	28	St Matthews | 2300 Edison Avenue, Sacramento, CA 95821
33	St. Rose | 5945 Franklin Blvd. Sacramento, CA 95824	29	St Rose | 5961 Franklin Blvd, Sacramento, CA 95824
		30	Alhambra | 2331 Alhambra Blvd, Sacramento, CA 95817
		31	ARI - South | 6270 Elder Creek Road, Sacramento, CA 95824
		32	Lao Family Oakland | 2325 East 12th St, Oakland, CA 94601
		33	Pavilions South | 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
		34	Pavilions South | 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
		35	Saint John's | 8401 Jackson Rd, Sacramento, CA 95826

APPENDIX C

Greatest Progress

At Highlands, we are proud of increasing services to our unduplicated students by leveraging a variety of funding sources. One of our most creative and innovative services continues to be the deployment of a mobile clothes closet and library which was financed through base funding. Many Highlands students live in poverty and for two years now a free clothes closet was established at our main campus to provide clothes to needy students and their families. Due to the overwhelming success of this project and the high demand for these clothes, and to provide access for students at other sites, Highlands purchased an RV which can now take the clothes to students at all 24 auxillary sites. Additionally, as our students have often indicated their desire for books to read at home, the mobile clothes closet is also a mobile lending library. Students can check-out one book, then exchange it for another at a future date, the books are never overdue. This program was initiated with base funds and is popular with all students. In the next school year, we will continue to expand on this resource to offer free clothes and books to our students.

Another very successful Highlands initiative this year was providing free eye exams and free glasses to 72 of our highest needs students. Highlands applied for a grant through Vision Service Plan called "Eyes of Hope" for those who are in need but can't afford the services. Certificates for a free eye exam and a pair of eyeglasses at any doctor in the VSP network are issued to students identified by their teachers to be in need or "desperate" need of glasses. The results were immediate, these students are empowered to fully participate in class because they now see the Board and read without squinting in their classes.

In response to high-needs students requests for increased access to computers, Highlands secured funds from our Workforce Investment Opportunity Act (WIOA) grant, supplemental and concentration funds to purchase 250 additional student computers. Bringing a 2 year total purchase of 535 student laptops/desktops. These are all pre-loaded with support software or programs for student use. Including Google Chrome, Microsoft Office Suite, Ethernet capability and WiFi available access. This has increased significantly our drive to become a 1:1 student to computer available school.

Last year, we had an identified need to improve the English Language Learner reclassification rates. This year we planned to invest $1,100,000.00 dollars of supplemental and concentration funds to provide para-educators for our students with highest needs . This is an additional $770,000.00 dollars toward classroom assistance. When our local indicators, CASAS scores, and student feedback demonstrated the effectiveness of this strategy, administration allocated an additional $490,000.00 to para-educator salary and benefits. As a result, our actual expenditures outpaced our budgeted expenditures and moreover, our student gains and reclassification rates surpassed our original growth goals. With a particular emphasis on 'literacy rates' improving we are striving for providing intensive in-class assistance. This has proven to be an effective strategy for increasing student success. Investment in para-educators for of our English Language Learners and Socioeconomically Dis-advantaged students has contributed to significant gains throughout our student population. Next year we will continue to provide para-educators as supplemental support for our un-duplicated students.

Last year, we identified a need to improve our 7% CTE participation rate from the 2016-17 school year. This year,we doubled the rate and achieved a 14% participation rate. In addition, we were able to more than double the CTE completion rate of long term students. For the 2016-17 school year, the completion rate was 31%. In the 2017-18 school year the CTE completion rate was 64%, exceeding our goal of 45% completion rate. In the 2018-19 school year, we continued to improve our CTE program as our un-duplicated students rely on this program to prepare them for living wage jobs. At the completion of the 2018-19 school year we reached 48% of our students taking and completing a CTE Pathway.

With regard to other outcomes that were significant to our school's success, we were approved by the Twin Rivers Unified School District's Board of Trustees for a full 5 year re-authorization to continue our work as a charter school. In addition, we went through a full review for accreditation with the Western Association of Schools and Colleges and have been granted a 6 year accreditation (the highest accreditation possible) with a 2 day mid-cycle visit. Additionally, we are still a grantee for the Work Force Investment and Opportunity Act (WIOA for $350,000 annually).

Finally, we have grown from 22 learning sites from the 2018-19 school year to almost 30 available learning sites or partnership locations, thus expanding the opportunity for additional students to access the school either locally or regionally.

Greatest Need

There are 5 areas Highlands will focus attention next year to improve our overall results:
1. Improving CTE participation rate: As a non-college prep-school, we meet Ed. Code § 52060(d)(4)(C) through the number of students who participate in and complete career technical education sequences or programs of study that align with state board-approved career technical education standards and frameworks".
While our school offers a range of CTE programs, we believe we must continue to increase the participation rate.
2. Improving career attainment: By having more students complete our CTE programs through improved instruction and follow up, our graduates should be more equipped to obtain livable wage lifestyle.
3. Improving curriculum and instructional materials: We will continue the process of rolling out a new and improved comprehensive curriculum to promote student learning as well as support teachers through coaching, modeling and professional development. We will also continue to provide supplementary resources to support instruction in response to student requests; moreover, research demonstrates that the quality and availability of the instructional materials is important to how well students learn.
4. Expansion of remedial instruction and intervention: We will expand the use of intervention specialists to target students who need additional academic support. We will offer remedial classes and open a tutoring center to help close the achievement gap by building up basic skills in reading, writing, and math.
5. Increasing our identified 'Cohort Graduation Rate' while decreasing the number of students that would be designated as 'Chronically Absent'.

Performance Gaps

Given the nature of our school, there are fewer internal performance gaps than there are performance gaps between our students and the general population. Most of our students enter the Highlands high school program with academic skills that are significantly below grade level in reading, writing and math. We continue to make remedial instructional opportunities available and plan to stay the course to monitor outcomes associated to academic and career-technical advancement. We have seen a greater number of our identified English Learning students make advancement in leveled instruction as well as 'bridging' into high school.
We are continuing to improve our services for all student groups that have additional needs. Those needs include English learners, low income students, disabled students, former foster youth, ex-offenders and homeless to promote their general academic skills. These services unequivocally close the income gap which nearly all our students face. However, with regard to the 2018-19 State Accountability Dashboard, we still have identified an 87% chronic absenteeism rate, an overall cohort graduation rate of 19% and 0% of our students being

APPENDIX D

District LCAP TRUSD Review of the LCAP

The charter expressed appreciation to the district for their suggestions and will use the input to improve future LCAPs but did not update the 2019-20 LCAP with the suggested changes below.

Goals, Actions & Services 2019-20

Page 47 - Goal/Action 1.1 has both boxes marked above and below the OR for if the action is Not including or Including to meet increased or improved services for unduplicated students; determine which one it s and eliminate the verbiage in the other section.

Page 50 – is the increased budget from $250,000 to $1,500,000 for 1.3 realistic?

Goal 2 – 2.1, 2.2, 2.3 & 2.4 all say the action is Not including to meet increased or improved services for unduplicated students. If that is the case, then S/C funds should not be used.

Page 78 - is the increased budget from $60,000 to $600,000 correct? If not then an additional $540,000 needs to be added to the LCAP. If it is, is it realistic? And is it above and beyond the base program since S/C funds are being used?

Demonstration of Increased or Improved Services for Unduplicated Pupils

Page 88 - The S/C Grant funds are about $1 million short from the LCFF calculation and what is in the Adopted Budget. The amount should be $5,570,738 and 35.50%.

APPENDIX E 2018-19 CALIFORNIA DASHBOARD

The complete Dashboard report is included as a component of this report. No dashboards were produced for 2019-20 due to the pandemic.

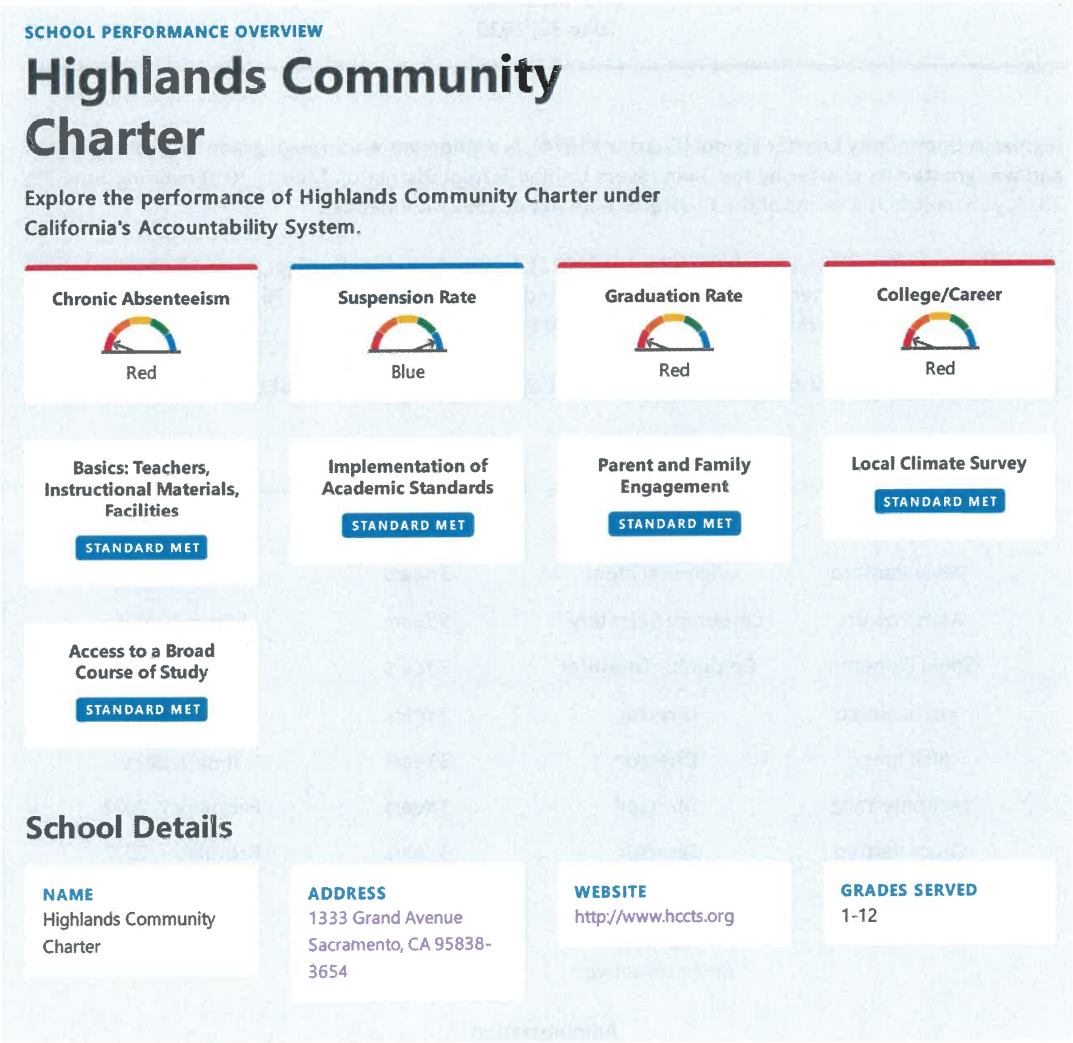

SCHOOL PERFORMANCE OVERVIEW

Highlands Community Charter

Explore the performance of Highlands Community Charter under California's Accountability System.

Chronic Absenteeism	Suspension Rate	Graduation Rate	College/Career
Red	Blue	Red	Red

Basics: Teachers, Instructional Materials, Facilities	Implementation of Academic Standards	Parent and Family Engagement	Local Climate Survey
STANDARD MET	STANDARD MET	STANDARD MET	STANDARD MET

Access to a Broad Course of Study
STANDARD MET

School Details

NAME	ADDRESS	WEBSITE	GRADES SERVED
Highlands Community Charter	1333 Grand Avenue Sacramento, CA 95838-3654	http://www.hccts.org	1-12

APPENDIX F BOARD OF DIRECTORS
FROM 2019-20 AUDIT REPORT

HIGHLANDS COMMUNITY CHARTER SCHOOL
AND CALIFORNIA INNOVATIVE CAREER ACADEMY
ORGANIZATION
June 30, 2020

Highlands Community Charter School [Charter #1674], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on May 1, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

California Innovative Career Academy [Charter #2072], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on June 26, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2020 was comprised of the following members:

Name	Office	Term	Term Expiration
Ernie Daniels	Corporate President	3 Years	August 10, 2020
Doyle Radford	Vice-President	3 Years	March 1, 2021
Matt Powers	Corporate Secretary	3 Years	March 1, 2021
Sonja Cameron	Corporate Treasurer	3 Years	March 7, 2022
Sharon Rocco	Director	3 Years	June 7, 2021
Rick Jones	Director	3 Years	June 7, 2021
Mellonie Yang	Director	3 Years	February 7, 2022
Chuck Pattillo	Director	3 Years	February 7, 2022
Sondra Betancourt	Local Education Agency Representative	N/A	N/A

Administration

Name	Position
Murdock Smith	Executive Director/CEO

APPENDIX G

A list of questions was used with the Charter Leadership teams to guide the Zoom meetings as we discussed 2019-20 and 2020-21 operations.

We last met in January/February 2020, and the world has turned upside down since then. We would appreciate the opportunity to hear from you how this past year has impacted you and your site team.

The following questions will help guide the conversation today and are a suggested guideline for discussion:

Describe how you have delivered services to students this past year?

How have you met other student needs – e.g., breakfast and lunches, social/emotional health, internet resources/support, technology?

Describe how you are returning students to the classroom delivery in the coming months – March through June?

What has been your greatest challenge this past year?

What has been your greatest success?

What has been the greatest challenge for your student population? Teachers' most significant challenge?

How have you measured student success?

What has student "Attendance" looked like this past year?

How have students with special needs (IEP) been addressed?

How do you plan to offer remedial support to students who have not had academic success this past year?

What are you most proud of this past year that you and your team have accomplished?

What are lessons learned? What silver lining has come from the pandemic? Are there learnings from this challenge that will change how you deliver instruction in the future?

APPENDIX G

SUMMARY OF RESOURCES

The following documents were used to compile this report:

2019-20 Audit
2019-20 End of Year Financials
2020-21 Second Interim report
2019-20 LCAP
2018-19 CA School Dashboard for Charter
2018-19 CA School Dashboard for TRUSD
2018-19 CA School Dashboard for State
CBEDS/CALPADS data
Additional data elements from CDE website
LCAP review notes from Kate Ingersoll/TRUSD
Highlands Community Charter School Report May 2020, School Business Consulting Inc.
Charter website
School Accountability Report Card
WASC letter
COVID Safety Plan



Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 3, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: TRUSD 6/3/24 Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 12/2/24

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' (HCCTS), the Twin Rivers Unified School District (District) is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

By correspondence dated June 3, 2024, the District sent a Request for Information to HCCTS regarding the absence of 11th grade in the High School programs for both CICA and HCCTS. The letter also requested information regarding the reason for an uneven distribution of credits between 9th, 10th and 12th grades. By correspondence dated August 28, 2024, HCCTS provided the enclosed response to the District's request for information and requested actions. On October 3, 2024, the District sent a summary of findings based on the review of HCCTS' August 28 reply.

On September 30, 2024, TRUSD Project Manager Sharilyn Warta, sent an email to HCCTS Director of Assessment and Accountability, Melissa Roberson requesting evidence to support the statement included in the August 28, 2024 letter in which HCCTS asserted that they had received approval by "District Staff on October 29, 2020, to add grade 9 and 10 through a non-material revision process".

By correspondence dated December 2, 2024 (enclosed), Ms. Roberson replied to Ms. Warta's email request. The District has reviewed the response and has made the following findings:

1. **Evidence of Prior District Approval for Addition of 9th and 10th Grade**

TRUSD Findings:

- HCCTS asserts that District Administration "strongly encouraged the change to a 9-12 grade span" via email and phone but acknowledges that they do not possess any email evidence of the exchange on October 29, 2020.

- Although HCCTS stated that the 2019-20 Annual Oversight report for HCCTS provides evidence of the District's prior knowledge and approval, the report was compiled during the 2020-21 school year. District annual charter school oversight reports are drafted the following school year to ensure a complete review of the previous year's activities. The report provides further evidence of this compilation timeline by the published date of June 7, 2021, as seen on the top of page one. The District finds that the report provides no evidence that it had prior knowledge of the change in grade span before it was implemented.

- The District further finds the lack of evidence regarding the District's prior knowledge of the addition of 9th and 10th grades has no impact on the determination that the addition of 11th grade requires a material revision as clearly specified in Education Code 47605(a)(4).

Action Required

As stated in the District's correspondence dated October 3, 2024, please provide the District with updates on the progress made toward adding an 11th grade as steps are taken, with a follow-up communication no later than **March 31, 2025.**

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding this information request. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Letter dated August 5, 2024
HCCTS Response dated August 28, 2024
District Reply dated October 3, 2024
HCCTS Response dated December 2, 2024

cc: Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 26, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 2/27/2025

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with the approved HCCS and CICA Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and compliance with laws applicable to charter schools.

By correspondence dated June 3, 2024, the District sent a Request for Information to HCCTS regarding the absence of 11th grade in the High School programs for both California Innovative Career Academy ("CICA") and Highlands Community Charter School ("HCCS"). By correspondence dated August 28, 2024, HCCTS provided the enclosed response to the District's request for information. On October 3, 2024, the District sent a summary of findings based on the review of HCCTS August 28 reply.

On September 30, 2024, TRUSD Project Manager Sharilyn Warta, sent an email to HCCTS Director of Assessment and Accountability, Melissa Roberson requesting evidence to support the statement included in the August 28, 2024, letter in which HCCTS asserted that they received approval by "District Staff on October 29, 2020, to add grade 9 and 10 through a non-material revision process." By correspondence dated December 2, 2024 (enclosed), Ms. Roberson replied to Ms. Warta's email request.

On February 3, 2024 the District replied to HCCTS' December 2 correspondence. Subsequently, on February 27, 2025 HCCTS representatives met with the District for a charter oversight check-in meeting.

During the February 27 meeting, you stated that HCCTS will not be submitting a request for material revision of the HCCS and CICA charters to add 11th grade at this time. Additionally, you stated that it is HCCTS' understanding that the District does not have oversight authority to require this change since 11th grade is not included in the current approved charter.

On March 17, 2025 HCCTS sent the enclosed letter stating that HCCTS is working on a "possible material revision to the HCCS and CICA charters" regarding 11th grade. Outlined below is the District's response to your communications.

District Findings:

- The District acknowledges that 11th grade is not included in the current approved HCCS and CICA charters. The District further finds that the current model, which includes 9th and 10th grades, have not been approved by the District as evidenced by the aforementioned communications.

- The District strongly urges HCCTS to submit requests to the District for material revision of the HCCS and CICA charters to add 9th, 10th, and 11th grades since both HCCS' and CICA's programs are currently inconsistent with the approved charters.

Action Required

- Within ten (**10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to take appropriate actions to address the concerns outlined in this communication.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding this information request. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Letter Dated August 5, 2024
HCCTS Response Dated August 28, 2024
District Reply Dated October 3, 2024
HCCTS Response Dated December 2, 2204
District Response Dated February 3, 2025
HCCTS Response Dated March 17, 2025

cc: Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 11, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 2/27/2025

Dear Ms. Carreon,

On March 26, 2025, HCCTS received a follow-up letter regarding 11th grade. YM&C, our legal counsel, has reviewed and updated the charter petitions for HCCS and CICA with requirements based on the Education Code. YM&C is working on a material revision to the charter to add grade 11.

HCCTS is reviewing the updated charters received on March 11, 2025, and will provide updates to TRUSD on the progress of this matter.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS Grades

Below is a table showing the current grades HCCTS is serving, the grades included in the charter petitions for HCCS and CICA, and the changes we need to make in the MOU:

Charter Petition	Date	Grades Served (According to the Charter)	Grades we are serving	Changes we need to make in the MOU
CICA	June 25, 2019	9-12	9, 10, 12	Clarify grades: 9-12
HCCS (Charter Petition Renewal)	January 14, 2019	1, 2, 12	9, 10, 12	Remove grades: 1, 2 Add grades 9, 10, and 11.

Exhibit C

Violation of the Charter: Adding Locations without Material Revision Request

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(Highlands Community Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the Highlands Community Charter School (hereinafter "HCCS"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and HCCS collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2014 for a term running through June 30, 2019;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

1. The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation.

2. Facilities.

a. *Facilities Locations*. In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.

If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety*. Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation*. The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.

   Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 17st day of June, 2014, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS collectively referred to as "the Charter School").

WHEREAS, the District's Board of Trustees ("Board") granted the Corporation a Charter to operate HCCS at a public meeting on March 4, 2014, for a term of five (5) school years commencing on July 1, 2014 and ending on June 30, 2019, pursuant to Resolution No. 444 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding HCCS' funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2014 and end on June 30, 2015. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2015, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "Highlands Community Charter School."

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with

EXHIBIT "A"

HCCS MOU

federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.*).

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2014-15 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall be solely responsible for the direct cost of the limited administrative services provided by the District to the Charter School. The Charter School shall contract with a qualified third-party vendor for all other administrative services.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all its subcontractors and vendors whose duties require contact with Charter School students to submit fingerprints in accordance with Education Code section 45125.1. The Charter School shall require all parent volunteers, who will supervise children outside of the presence of a credentialed employee, to undergo fingerprinting/background checks pursuant to Education Code sections 35021 *et seq.* The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School's operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%)

of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a) through (e), only. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633 and the categorical block grant calculated pursuant to Education Code section 47634, and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its programs. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, or any other private source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the "Highlands Community Charter School," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever.

16. Payment Schedule. The Charter School shall pay the administrative services fees (¶ 8), supervisorial oversight fees (¶ 14), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Reports, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

A. On or before July 1 of each year, a preliminary budget.

B. On or before December 15, an interim financial report that reflects changes through October 31.

C. On or before March 15, a second interim financial report that reflects changes through January 31.

D. On or before September 15, a final unaudited report for the full prior year.

E. The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU.

F. The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices.

For the reports listed under Section 23 A through C above, the Charter School shall also provide with each financial report supporting and/or back up information including but not limited to: MYP for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of

H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2014, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive the funding specified in this MOU. The Charter School shall provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School shall provide all data and reports required by the District in hard copy and electronic data files. The Charter School shall submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School shall provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent or designee, and the Charter School's Executive Director. The Executive Director and the Superintendent or designee, shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs and the Entity

shall comply with all legal requirements regarding the confidentiality of student records. The Charter School's Executive Director shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets.

Notwithstanding any rule, regulation, Charter provision, Corporation Bylaw or document to the contrary, on closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, and all ADA apportionments and other revenues generated by students attending HCCS, after payment of all debts and liabilities and refunds to applicable agencies, shall revert to the District. Any assets acquired from the District or District property will be promptly returned upon HCCS' closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

28. Termination for Cause. The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the Charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the Charter, this MOU shall be deemed null and void. .

29. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed in Paragraph 26, above.

30. Annual Review and Notice To District Of Change In Status. The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties shall act reasonably and in good faith in both the review and the response to the review.

The Charter School shall provide the District no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within the District's oversight responsibilities.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

31. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

32. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

33. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

34. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

35. Invalidity of Provisions of this MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

36. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220 including but not limited to race, color, religion, gender, ancestry, physical and/or mental disability, marital status or national origin, nationality or ethnicity, sexual orientation, perceived sexual orientation, and/or association with individuals with one or more of the above characteristics in the operation of the Charter School.

37. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

38. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

39. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

40. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on

the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue, #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____
Bill McGuire,
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ward Allen,
Vice-President of the Board of Trustees

EXHIBIT "B"

HCCS FACILITIES SITE LIST

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	American River	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	Capitol Mall	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	Capitol Mall	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	El Camino	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	Fair Oaks 2	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	Howe Avenue	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	Howe Avenue	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

Board of Trustees

Michelle Rivas
President

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Rebecca Sandoval
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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day.

June 13, 2024

Via Email
Highlands Community Charter School
Attn: Mayra Valdivia, Acting Executive Director
1333 Grand Ave.
Sacramento, CA 95838
mayra.valdivia@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern - Facility/Location Changes and MOU Compliance

Dear. Ms. Valdivia and Board Members:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"), operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCS and CICA in compliance with its approved Charter, the Memorandum of Understanding ("MOU") regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

On June 4, 2024 Natasha Lutsik, Director of Executive Services, HCCTS called and spoke with Sharilyn Warta, Project Manager, TRUSD regarding the lease expiration of both HCCS McClellan sites located at 3144 Palm St, Building 826, McClellan Park, CA 95652 and 5411 Luce Ave., Unit 242, McClellan Park, CA 95652. Ms. Warta followed-up with Ms. Valdivia and Ms. Lutsik on June 5, 2024 via email and requested an update on the plans and mentioned the likelihood of the need for a Material Revision approval regarding establishment of the new facility.

Ms. Valdivia replied to Ms. Warta's email and confirmed HCCTS' closure of both McClellan sites that have been serving HCCS students and the planned addition of a new facility at 3237 Peacekeeper Way, McClellan Park, CA 95652, commencing with the 2024-25 school year. In Ms. Valdivia's email, she also included a list of three additional HCCS sites that will close on June 30, 2024, as well as two sites that already closed on April 30, 2024, without any notice to the District (see below):

Closing June 30, 2024:

- 701 12th Street, Suite 203, Sacramento, CA 95814
- 6270 Elder Creek Road, Sacramento, CA 95824
- 5750 Sunrise Blvd., Suite 100, Citrus Heights, CA 95610

Closed on April 30, 2024:

- 2325 E. 12th Street, Oakland, CA 94601
- 8480 Edes Avenue, Oakland, CA 94621

Additionally, on June 11, 2024 TRUSD discovered multiple discrepancies between the current HCCS MOU Amendment No. 3 site list and the HCCTS site and resource centers listed on the HCCTS June 6, 2024 Board agenda (see enclosed). The HCCTS School Sites and Resource Centers list from the HCCTS Board agenda did not include the following sites:

- American River (Administrative), 3600 American River Drive, #280, Sacramento, CA 95864
- Arden (Warehouse), 901 Arden Way, Sacramento, CA 95815
- Marysville 2, 5961 Franklin Blvd, Sacramento, CA 95901
- Rosemont (Saint John's), 8401 Jackson Road, Sacramento CA 94806
- South Lake Tahoe, 1041 Lyons Avenue, South Lake Tahoe, CA 96150

The School Sites and Resource Centers list from the Board agenda also had two additional locations/suites of which the District is unaware:

- Hillsdale, 5655 Hillsdale Blvd, Suite 16, Sacramento, CA 95842 ("Hillsdale")
- Howe Avenue, 1111 Howe Avenue, Suite 630, Sacramento CA 95842 ("Howe Avenue")

Regarding the opening of new sites, the District refers you to the parties' enclosed MOU Amendment No. 3, which outline HCCTS' responsibility applicable to both HCCS and CICA regarding the establishment of operations at additional sites or moving existing locations. Specifically, each MOU Amendment No. 3 provides:

"*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval*."

Upon receipt of a written request, "*the District shall determine whether the proposed change(s) constitutes a material revision requiring District Board approval*." We note and highlight for your attention that the MOU Amendments expressly state, "*Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter*."

To date we have not received a request to establish a new location at 3237 Peacekeeper Way, McClellan Park in accordance with the MOU Amendment requirements referenced above. Should a request be submitted and it be determined that the establishment of this proposed new location requires a material revision of the HCCS Charter, the District is prepared to collaborate with HCCTS in an effort to get the material revision before the TRUSD Board of Trustees for action as soon as practical.

There is also concern HCCTS has established operations at the Hillsdale and Howe Avenue locations referenced above without complying with the terms of the MOU Amendment.

Action Needed:

- Comply with the terms of the MOU Amendment No. 3 (both HCCS and CICA) regarding establishment of operations at any new locations or moving existing locations, including the proposed new location at 3237 Peacekeeper Way.

- Respond to the District's concern regarding the establishment of operations at the Hillsdale and Howe Avenue locations without complying with the terms of the MOU Amendment No. 3.

The District requests that HCCTS respond to the above concerns by no later than **5:00 PM on July 11, 2024**. Your responses should be directed to the District for my attention.

<u>Location Closures.</u>

To effectively conduct the oversight duties as outlined in the Education Code, and to establish clear expectations for HCCTS, the District will be preparing an addendum to the current MOU Amendment No. 3 for HCCS and CICA to include the District's expectations regarding notification of site closures. Both addenda will outline the following expectations:

- HCCTS should notify TRUSD when it intends to close a location at the end of a school/fiscal year or otherwise. This should be done sufficiently in advance of the intended closure and before closure action is taken. (The District requests at least 30 calendar days prior notice)

- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the site to be closed will now be housed/enrolled, and include information about how students will be accommodated at that existing site(s).

- Provide Board agenda/minutes indicating the closure(s) were approved by the HCCTS Board.

While we understand that HCCTS does not necessarily need to obtain the District's approval when closing a location, advanced notification is an expectation. Receipt of the above-mentioned information is important for the District's oversight function to monitor each charter school's ability to continue to successfully implement its educational programs and whether each charter school is implementing the educational program and meeting student needs as described in their respective charters.

Until we are able to get an MOU Addendum in place, the District requests that HCCTS begin notifying the District immediately of any anticipated facility closures in the manner outlined above.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures: HCCS MOU Amendment No. 3
CICA MOU Amendment No. 3
June 6, 2024 HCCTS Board Agenda

cc: Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net, Steve Martinez, Superintendent, TRUSD steve.martinez@trusd.net, Susan Park, Director, California Department of Education, s.park@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org
Twin Rivers Unified Board of Trustees:
Michelle Rivas, President, Michelle.Rivas@trusd.net; Michael Baker, Vice President, Michael.Baker@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Stacey Bastian, Member, Stacey.Bastian@trusd.net; Basim Elkarra, Member, Basim.Elkarra@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

June 28, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern: Opening and Closing Sites

We have prepared the following report in response to the notice of concern regarding the Highlands facilities and sites that were recently opened and closed. It also addresses questions and concerns about our MOUs between TRUSD with Highlands and CICA.

If you have any additional questions or concerns, please do not hesitate to contact me at 916-969-7537 or via email at mayra.valdivia@hccts.org.

Thank you,

Mayra Valdivia
Acting Executive Director
Highlands Community Charter and Technical Schools

Peacekeeper Way

As per the new MOU between TRUSD and Highlands, on June 4, 2024, Natasha Lutsik contacted Shari Warta to notify TRUSD regarding opening a new site. Shari Warta emailed on June 5, 2024, and requested that Highlands notify TRUSD of the potential new site (located at 3237 Peacekeeper Way) in writing via email. Please see the email correspondence below:

From: "Sharilyn.Warta" <Sharilyn.Warta@trusd.net>
Date: June 5, 2024 at 13:45:35 PDT
To: Mayra Valdivia <mayra.valdivia@hccts.org>
Cc: Natasha Lutsik <natasha.lutsik@hccts.org>, "Ryan.DiGiulio" <Ryan.DiGiulio@trusd.net>
Subject: Follow-Up to Phone Conversation

Good Afternoon,

I hope you are doing well and able to stay cool in this hot weather. This email is a follow-up to a conversation I had with Natasha yesterday afternoon. During the phone conversation Natasha informed me that HCCTS will be closing the current "McClellan facility" and securing a new building on the same street. We appreciate this prior notice. I had requested the notification in writing via email, but I figured I'd follow up since we do understand that this is an extremely busy season.

Please email the details of the facility closing and the new building address. Also, please note that new facilities do require a Material Revision. A new address, even with a close location to current facilities does constitute a new facility. We are happy to work with you to identify feasible timelines and construct a plan for the Material Revision.

Natasha also mentioned that there are plans to close other facilities. Please include those details in the email as well.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652

From: Mayra Valdivia <mayra.valdivia@hccts.org>
Date: June 5, 2024 at 19:39:14 PDT
To: "Sharilyn.Warta" <Sharilyn.Warta@trusd.net>
Cc: Natasha Lutsik <natasha.lutsik@hccts.org>, "Ryan.DiGiulio" <Ryan.DiGiulio@trusd.net>
Subject: Re: Follow-Up to Phone Conversation

Hi Shari,

Thank you so much for following up. Please see below for details:

- Our leases for **3144 Palm Street, Building 826, McClellan Park, CA 95652** and **5411 Luce Avenue, Unit 242, McClellan Park, CA 95652** expire on June 30, 2024 and there is no option for extension. After careful consideration and an extensive search, we have found a suitable new location nearby at **3237 Peacekeeper Way, McClellan Park, CA 95652** to relocate our classrooms.

The purpose of the phone call from Highlands to TRUSD on June 4, 2024 and email on June 5, 2024 was to ensure clear communication in accordance with

our updated MOU and ensure the appropriate steps were taken. At that time we hoped to receive any feedback necessary from TRUSD to properly address any additional steps needed to comply with the MOU.

Site Discrepancies

According to the TRUSD Notice of Concern dated June 13, 2024, TRUSD discovered multiple discrepancies between the current HCCS MOU Amendment No. 3 site list and the HCCTS site and resource centers listed on the HCCTS June 6, 2024 Board agenda (see enclosed). Listing resource centers on the Board agenda is so the public can join a live Zoom session to participate in our public board meetings. Each of our school sites and resource centers is also technically a teleconference location as provided by the following language in Education Code 47604.1(c)(3) and (4):

(3) (A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall meet within the physical boundaries of the county in which that charter school or schools are located.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(4) (A) For a governing body of an entity that manages two or more charter schools that are not located in the same county, the governing body of the entity managing the charter schools shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by that entity reside.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(C) The governing body of the entity managing the charter schools shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.

The HCCTS School Sites and Resource Centers listed from the HCCTS Board agenda did not include the following sites:

Site #	Name & Address
1	American River (Administrative) 3600 American River Drive, #280, Sacramento, CA 95864
2	Arden (Warehouse) 901 Arden Way, Sacramento, CA 95815
3	Marysville 2 (Baseball Field) - CTE Not yet open to students 5961 Franklin Blvd, Sacramento, CA 95901
4	Rosemont (Saint John's Women's Shelter) 8401 Jackson Road, Sacramento, CA 94806
5	South Lake Tahoe - Not yet open to students 1041 Lyons Avenue, South Lake Tahoe, CA 96150

The five sites listed above are *not* included in the board packet as resource centers because these sites are *not* open or currently not open to the public. The above locations are as follows:

1. Administrative offices for Highlands employees only
2. Warehouse space for Highlands employees only
3. A baseball field for a CTE program for Field Maintenance opening in 24-25
4. St. John's is a women's shelter that provides refuge for our students who are victims of domestic violence
5. This location has not yet opened (as indicated in the site tracker)

According to the notice of concern sent to Highlands Community Charter School on June 13, 2024, Hillsdale and Howe Avenue locations were not established within the parameters of our MOU. According to our records, these sites were included in the Highlands site Tracker provided to TRUSD on December 29, 2023. Please see the table below, which has been captured from the Highlands Site Tracking document. Both Hillsdale and Howe added an additional room or suite at well-established sites within Highlands, which does not constitute a material revision to the charter.

Agency	Charter School	Site	Grades	Physical Address	Site Contact Person	Site Contact #	Hours of Operation
HCCTS	HCCS	Hillsdale	9, 10, 12	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	Iryna Yanytska	916-908-9997	8:30 AM - 3:43 PM 8:30 AM - 2:05 PM (Thurs.)
HCCTS	HCCS CICA	Hillsdale	9, 10, 12	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	Bri Larson	916-365-3258	8:30 AM - 4:30 PM
HCCTS	HCCS	Howe Avenue	n/a	1111 Howe Avenue, #115, Sacramento, CA 95825	Katie Rotaru	916-599-3973	8:00 AM - 4:30 PM
HCCTS	HCCS	Howe Avenue	9, 10, 12	1111 Howe Avenue, #655, Sacramento, CA 95825	Khrystsina Talstyka	916-598-3694	8:30 AM-3:43 PM 3:00 PM- 8:00 PM
HCCTS	CICA	Howe Avenue	n/a	1111 Howe Avenue, #630, Sacramento, CA 95825	Bri Larson	916-365-3258	8:30 AM - 4:30 PM

You will also find the TRUSD board minutes and an attachment showing the TRUSD board approval for both Hillsdale and Howe Avenue locations attached.

2024-2025 School Year

Highlands Community Charter School will continue to comply with the MOU and provide TRUSD with a 30-day written notice regarding potential new sites and site closures, explaining why the site is closing and where the students will be redirected.

Regular and Virtual School Board Meeting
01/23/2024 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

SCAN ME

Scan the above QR code with your phone to view this meeting agenda on your phone.

Virtual/Livestream Participation:

Our school board meetings will be livestreamed on the Twin Rivers YouTube channel the day of the board meeting. The video will be launched live five minutes prior to the meeting. The public will be able to provide live comments in a virtual format. Please see Instructions for Leaving Public Comment for directions to pre-register to make a live stream comment. Comments must be submitted by 4:30 P.M. Your comments will be considered at the appropriate time on the agenda.

In-Person Participation:

Members of the public may attend in-person and provide public comment by submitting a green public comment card by 6:30 P.M.

Please Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 566-1745 at least 24 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

The board meeting agenda and supporting documents are available for review on the Twin Rivers Unified School District GAMUT Meetings website. An audio recording of board meetings may be made. Noted on the agenda are approximate times. The Board may adjust the time or sequence of agenda items during the meeting. Regular board meetings shall be adjourned by 10:30 P.M. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date (Board Bylaw 9323). Presentations will not be accepted from members of the public at board meetings without prior approval by the Superintendent or Board of Trustees.

Interpreter Services are available in Spanish and Hmong at Board meetings upon request.

Attendees

Voting Members
Michelle Rivas, Board President
Michael Baker, Vice President
Christine Jefferson, Clerk
Stacey Bastian, Board Member
Basim Elkarra, Board Member

Linda Fowler J.D., Board Member
Rebecca Sandoval, Board Member

Administration Present: Steve Martinez, Ed.D., Superintendent; Gina Carreon, J.D., Chief Business Official; Ryan DiGiulio, Chief Business Official; Lori Grace, Ed.D., Associate Superintendent, School Leadership

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A. 5:30 P.M. CALL TO ORDER by the President

President Michelle Rivas called the regular and virtual meeting to order at 5:30 p.m., in the Board Room/Zoom.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Board Clerk Christine Jefferson announced closed session items listed on the agenda as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] Multiple Cases – Possible Action

a. APPROVE Resolution No. 1297 - Resolution of Intent to Dismiss and Immediate Unpaid Suspension

b. APPROVE Resolution No. 1298 - Resolution of Intent to Dismiss and Immediate Unpaid Suspension

3. Conference with Legal Counsel – Anticipated Litigation – Initiation of litigation pursuant to Gov. Code section 54956.9(d)(2): two cases

4. Conference with Real Property Negotiators APN# 201-0320-018 and 019 (Government Code Section 54956.8)

5. Student Expulsion Case #A16-24, #A17-24, #A18-24, #A19-24, #A20-24, #A21-24, #A22-24, #A23-24; Student Expulsion Readmission Cases #A26-22, #A31-23, #A56-23, #A65-23, #A66-23. (Education Code Sections 35146 & 48918).

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

President Rivas provided an opportunity for speakers to address the Board under this agenda item prior to the Closed Session, and Trustee Jefferson announced that no public comments were submitted to address the Board.

D. CLOSED SESSION

President Rivas recessed the open session at 5:30 p.m., at which time the Board convened in the Closed Session.

E. 6:30 P.M. RECONVENE

President Rivas reconvened the Open Session at 6:36 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Laura Orozco, Spanish Interpreter; Annie Tch-Thao, Hmong Interpreter.

2. Report Action Taken During Closed Session

Trustee Christine Jefferson reported on the following actions under Closed Session B.2.a and B.2.b:

Action 1 - B.2.a.: Tonight in Closed Session the Board approved Resolution 1297 Intent to Dismiss and Immediate Unpaid Suspension. The vote in this matter was as follows: Ayes - 7, Noes - 0, Absent - 0, Abstain - 0.

Action 2 - B.2.b.: Tonight in Closed Session the Board approved Resolution 1298 Intent to Dismiss and Immediate Unpaid Suspension. The vote in this matter was as follows: Ayes - 6, Noes - 0, Absent - 0, Abstain - 1.

3. Board Action by Separate Vote – Student Expulsion Cases #A16-24, #A17-24, #A18-24, #A19-24, #A20-24, #A21-24, #A22-24, #A23-24; Student Expulsion Readmission Cases #A26-22, #A31-23, #A56-23, #A65-23, #A66-23.

A motion was made to approve Student Expulsion Case #A16-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Abstain
Rebecca Sandoval - Yes

Motion passed my majority vote: 6 - Yes, 0 - No, 1 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A17-24

Motion made by: Michael Baker
Motion seconded by: Michelle Rivas
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A18-24

Motion made by: Michael Baker

Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A19-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A20-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A21-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A22-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A23-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A26-22

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A31-23

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes

Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A56-23

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A65-23

Motion made by: Michael Baker
Motion seconded by: Basim Elkarra
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A66-23

Motion made by: Basim Elkarra
Motion seconded by: Michael Baker
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

4. Pledge of Allegiance Led by Trustee Michael Baker

Vice President Michael Baker led the Pledge of Allegiance

F. REPORTS

1. Student Board Members

Leah Nelson provided updates regarding Grant Union High School. She reported on the various celebrations that took place before the winter recess. Firstly, the school's Hmong Club hosted a celebration of Hmong New Year which included performances and cultural dances. During the Week of Thanks, students presented Thank You-Grams to teachers and other school staff. The Si Se Puede Club hosted the Posada Celebration. Miss Nelson shared that she enjoyed all the celebrations and the new experiences they brought. In addition to these celebrations, students at Grant also celebrated Winter Spirit Week, which Miss Nelson also enjoyed. In January, Grant hosted the MLK celebration, which began with a march in honor of Dr. Martin Luther King Jr. where the Del Paso Heights community and other community members participated. Miss Nelson mentioned that Grant is preparing for middle school student visits, during which they will showcase the Pacer core values, school spirit, and the campus overall. She also announced the upcoming Valentine's-Grams for February to show appreciation to staff and other students. In terms of upcoming events, Miss Nelson mentioned the basketball celebrations that will take place as the playoff season begins. Grant will also host an assembly to recognize student achievement during the first semester. Miss Nelson also mentioned the financial literacy project she has been a part of and announced that Golden Once Credit Union will be presenting a check to the ASB team to help promote attendance, academic success, and student activities on campus. She extended an invitation to the Board and Superintendent to attend the presentation.

2. Board President

No report.

3. Superintendent

Superintendent Dr. Steve Martinez thanked Miss Nelson for her excellent report and welcomed everyone to the meeting. He shared that over the past weekend, Kindergarten Roundups had been conducted at three schools to help parents of incoming kindergartners with enrollment and provide information regarding the TK and Kindergarten programs and that similar events will continue throughout the spring. Dr. Martinez also expressed his gratitude to the Twin Rivers Police Department for their support during the MLK parade that started at Grant HS and announced that the MLK Committee presented a plaque to Twin Rivers USD for the work being done in the Del Paso Heights community. Trustee Jefferson accepted the award during the MLK celebration in January. The committee recognized the District for the work being done in the community at schools and with students during school and beyond the school day, including co-curricular activities such as sports, arts, and other activities. Dr. Martinez announced that the graduation rate for Twin Rivers was officially at 91.4% and stated that Grant HS's graduation rate was above 90%, he congratulated everyone for their great work. Dr. Martinez highlighted the Dual Enrollment program and the two students from Grant HS who graduated with both a high school diploma and an AA degree last school year. He mentioned the District's goal of having at least 100 students graduate with an AA degree on top of their high school diploma in three years. He shared that over 300 students are currently enrolled in the Dual Enrollment program, which will commence in the springtime, and thanked the counseling team and School Leadership for leading the efforts in enrolling students in the program.

G. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

A motion was made to approve the Personnel Recommendations

Motion made by: Michael Baker

Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

H. RECOGNITION

1. PRESENT AND ADOPT Resolution No. 1293 National African American History Month - February 2024

A motion was made to approve Resolution No, 1293 National African American History Month - February 2024.

Motion made by: Christine Jefferson
Motion seconded by: Basim Elkarra
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Trustee Christine Jefferson read Resolution No. 1293 National African American History Month - February 2024.

2. PRESENT AND ADOPT Resolution No. 1294 National School Counseling Week - February 5-9, 2024

A motion was made to approve Resolution No. 1294 National School Counseling Week - February 5-9, 2024

Motion made by: Rebecca Sandoval
Motion seconded by: Linda Fowler J.D.
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Trustee Rebecca Sandoval read Resolution No. 1294 National School Counseling Week - February 5-

9, 2024.

I. CONSENT AGENDA

A motion was made to approve the consent agenda except for items; I.4, I.12, I.24, I.25 and I.26 to be voted separately.

Trustee Fowler and President Rivas requested to pull items I.4, I.12, I.24, I.25 and I.26 to be voted separately and provided the following statement "I am employed by the Highlands Community Charter and Technical Schools as a Site Administrator at Highlands Community Charter School. Since the Board will be considering approval of an action that would impact the Charter School, I am recusing myself from all participation on the items, as I alwasy do, including any discussion, deliberation, and vote regarding the items. This disclosure and my abstention will be recorded in the minutes of this meeting. "

Motion made by: Michael Baker
Motion seconded by: Basim Elkarra
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Recuse
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - yes, 0- No, 0 - Abstain, 1 - Absent

A motion was made to approve the following items together: I.12, I.24, I.25 and I.26

Motion made by: Michael Baker
Motion seconded by: Michelle Rivas
Voting:
Michelle Rivas: Yes
Michael Baker: Yes
Christine Jefferson: Yes
Stacey Bastian: Yes
Basim Elkarra: Yes
Linda Fowler: Recuse
Rebecca Sandoval: Yes

Motion passed by majority vote: 6- Yes, 0 - No, 0 - Abstain, 1 - Absent

1. APPROVE December 12, 2023, Regular and Virtual School Board Meeting Minutes

2. APPROVE December 12, 2023, Special and Virtual School Board Meeting Minutes

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Administrative Contracts $35,000 and Above

A motion was made to approve the Routine Administrative Contracts $35,000 and Above

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Recuse
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

5. APPROVE Routine Construction Contracts $35,000 and Above

6. RATIFY Payment of Salaries and Bills for December 2023

7. APPROVE Out-of-State Travel and Overnight School Sponsored Trips

8. AWARD Contract for Hazardous Waste Disposal & Consulting Services

9. AWARD Contract for the Hagginwood Elementary School Fire Alarm Replacement Project

10. AWARD Contract for the Smythe 7/8 School Clock/Bell/PA Project

11. ADOPT Resolution No. 1289 Authorizing the Purchase of Cafeteria Furniture Solutions

12. APPROVE 2024-2025 Staffing Handbook

Trustee Fowler requested clarification regarding the funding of specific allocations stated in the Staffing Handbook, such as library services and intervention services.

Gina Carreon stated that elementary library media services are provided for schools with an enrollment of 0-500 for 1-3 hours per day.

Dr. Lori Grace stated that the district funds Intervention and MTSS Specialists. A higher intervention ratio is observed at the elementary level.

Trustee Elkarra inquired about intervention allocations, specifically Academic Intervention Specialists. He expressed hope that the specialists would be funded to help schools use their site funds for academic support.

Dr. Grace clarified that Academic Intervention Specialists are funded through Title 1 and site Title 1, rather than the site's general funds.

Trustee Sandoval has requested a separate discussion specifically focused on student interventions.

President Rivas expressed that student interventions would be brought up for a vote to have it as an agenda item.

Trustee Baker expressed that he would approve the handbook but that in the future, he would like to see more funding allocations for elementary school libraries. He suggested that such allocations

would enable the libraries to provide services beyond regular school hours, such as before and after school and during lunchtime.

Dario Gonzalez, Academic Intervention Specialist, spoke about the Staffing Handbook. He praised the incredible programs, interventions, and overall work being done at our school sites to educate and support students. Mr. Gonzalez emphasized that students can benefit from the services proposed in the Staffing Handbook only when they are present at school. He also pointed out that the district does not provide funding for positions whose primary role is to address truancy and chronic absenteeism. Additionally, Mr. Gonzalez specifically addressed Las Palmas and the staffing allocation in the handbook.

13. APPROVE Student Calendars for the 2024-2025, 2025-2026 and 2026-2027 School Years

14. RATIFY Purchase Order Board Report

15. AWARD Contract for the Smythe Academy P-6 Kitchen Remodel Project

16. AWARD Contract for the Hazel Strauch Elementary School Clock/Bell/PA Project

17. AWARD Contract for the Westside Elementary School Kitchen Remodel Project

18. AWARD Contract for the Woodlake Elementary School Clock/Bell/PA Project

19. APPROVE Revised Educator Effectiveness Block Grant

20. ADOPT Resolution 1290 Authorizing the Purchase of Classroom Furniture Under Piggybackable Los Rios Community College District Agreement

21. ADOPT Resolution No. 1291 Authorize the Substitution of Vendors and the Purchase of Vehicles via Department of General Services Contract

22. ADOPT Resolution No. 1292 Authorize the Purchase of Office Furniture via California Multiple Award Schedules (CMAS) Agreement

23. ADOPT Resolution No. 1285 Authorizing the Procurement of Pre-Fabricated Buildings via California Multiple Award Schedules Contract for the Universal Transitional Kindergarten Program at Madison Elementary

24. APPROVE California Innovative Career Academy Facilities Use Agreement

25. ADOPT Amendment No. 3 to the California Innovative Career Academy Memorandum of Understanding

26. ADOPT Amendment No. 3 to the Highlands Community Charter School Memorandum of Understanding

Maria Elena, representative of Padres Organized Community, expressed concern of the Padres Organized Community in regard to the extension of the Highlands Community Charter Schools MOU. She also voiced her concerns for the community.

27. ADOPT Resolution No. 1295 Authorizing the Procurement of Replacement Turf via California Multiple Award Schedule Contract for the Rio Linda High School and Highlands High School Baseball-Softball Complexes

28. APPROVE Auction/Disposal/Donation of Surplus Personal Property

29. APPROVE Purchase and Sale Agreement with Sacramento Area Flood Control Agency

30. ADOPT Resolution No. 1299 Declaring Its Intention to Convey an Easement to Sacramento Area Flood Control Agency

31. APPROVE Twin Rivers 2024-2025 High School Course Catalog

Maria Elena, representative of Padres Organized Community, acknowledged the district's efforts to improve the curriculum. However, she expressed concern for students who are monolingual or learning English as a second language. She noted that the California Dashboard lacks information on English Language Learners. Elena emphasized the need for students to have adequate tools to succeed and advance to higher learning.

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

Rebecca LeDoux, TRUE President, cited the legacy of Dr. Martin Luther King, Jr. regarding education and expressed her hopefulness that educators across the District are advocating for educational justice. She expressed her concerns regarding the recent report about a local charter school and the allegations made during the report. She invited the public to visit information at Facebook.com TRUE Association.

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

Jacob Walker, community member, announced that he was one of the founders of the Highlands Community Charters. He expressed gratitude to the Board and Superintendent for their support during the formation of the charter and specifically thanked the late Bob Bastian for his support of the technical school and expressed that he was glad to see Trustee Stacey Bastian on the Board. However, Mr. Walker alleged that there were violations that occurred after the charter's establishment. He stated that he would be submitting evidence to support his allegations and hoped that the Board would take notice.

Brittoni Ward, TRUE member, expressed her concerns about a recent report on a local charter school, and she spoke about concerns that district educators and the community have voiced to her that we need to prioritize the student's needs.

Jeff Yazel, teacher at Hagginwood Elementary, shared his experience of working in the District. He expressed his concerns about the process for addressing concerns. Additionally, Mr. Yazel shared concerns regarding training.

Maria Elena, representative of Padres Organized Community, mentioned that she is a former member of the District’s Parent Advisory Committee for Native students. She expressed her desire to see Native students complete the A-G requirements, which will prepare them for a four-year university. She stated that even though she doesn't have any students in the District, members of the Padres Organized

Community have shared their concerns with her regarding their students' education. She also voiced her concerns about the report on the local charter school.

Daniel Perez, teacher at Highlands Community Charter Schools, spoke regarding the rate of graduation for his students. He mentioned that he is a lead member of several charter committees and has initiated several new sites for the charter but had concerns regarding the recent report about the charter and the allegations made in the report, and expressed his observations for the need for oversight.

Amanda Aguirre, former Highlands Community Charter Schools (HCCS) teacher, described her assignment at the charter as a teacher and mentor. She described her observation regarding the HCCS administration pertaining to reports submitted regarding attendance and expressed her thoughts on the need for oversight of the charter.

Araceli Perez, community stakeholder, who advocated for the approval of Highlands Community Charter Schools said she did this to support efforts for alternative funding for adult education. Ms. Perez also discussed the funding practices alleged to be followed by the charter and the hiring practices for teachers.

Tara Jacobs, community member, spoke of the allegations made in a recent report about a local charter; she spoke of oversight and concerns of student site council violations.

Anna Aguilar, TRUE member, expressed her concerns about the alleged findings of the recent report on a local charter. She described allegations made in the report and her accounts on charter practices also described in the report.

L. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING and ADOPTION of Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal of a Portion of the Surplus Disposition Process for the Village 13 Property

President Rivas called the Public Hearing at 7:38 p.m. for comments regarding Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal oa a Portion of the Surplus Disposition Process for the Village 13 Property.

There were no comments.

President Rivas closed the Public Hearing at 7:38 p.m.

A motion was made to adopt Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal of a Portion of the Surplus Disposition Process for the Village 13 Property.

Motion made by: Michael Baker
Motion seconded by: Linda Fowler J.D.
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

M. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT and ACCEPT the 2022-23 Independent Financial Audit Report

Kate Ingersoll, Executive Director of Fiscal Services, introduced Aspen Cloud Hall, CPA, Senior Manager at Gilbert Associates, Inc. Ms. Hall provided a review of the Twin Rivers Unified School District 2022-2023 Independent Financial Audit Report. There are no internal control or Federal compliance findings. There is one State compliance finding, but there is no financial impact to the District. Ms. Hall commended the Fiscal Services team for the assistance and support provided to the auditors during the internal audit.

A motion was made to accept the 2022-23 Independent Financial Audit Report

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Abstain
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 1 - Abstain, 0 - Absent

Ms. Hall thanked Kate and the team for their hard work and support throughout the years. She expressed that the district should be proud of Kate and the team's dedication to serving students.

President Rivas thanked Ms. Hall for her kind words and expressed her recognition for the exceptional team the district has. She also acknowledged the yearly recognition received as a result of financial stability and transparency in the budget process. Finally, she thanked Ms. Hall for her auditing services.

2. PRESENT Budget Update on 2024-25 Governor's Budget Proposal

Ryan DiGiulio, Chief Business Official, and Kate Ingersoll, Executive Director of Fiscal Services, provided an update and presentation on the District's current budget and planning for the 2024-2025 budget process. The presentation included reports regarding the Governor's 2024-2025 Budget Proposal–January 2024; the impact to Twin Rivers USD's budget; the next steps and key takeaways; reference for developing the budget; reference for planning, goal setting, and financial policies; reference for understanding California school finance; multiyear projections (MYPs); and reference for monitoring the district's budget. It was reported that the next steps in budget development for 2024-2025 include the completion of staffing meetings with sites and departments, updating the multiyear projections (2023-24 Second Interim Report) to include the key items from The Governor's January Budget Proposal; obtaining sites' and departments' detailed budgets; incorporation of the LCAP; updates from the Governor's May Revise Budget; and the 2024-25 TRUSD Adopted Budget in June.

N. BOARD/SUPERINTENDENT COMMUNICATION

Vice President Baker requested an update on the Citizens Board Oversight Committee's work thus far.

Superintendent Martinez expressed that the District will provide an update with the Board Communication, and Mr. DiGiulio added that the annual report will be presented to the Board during the April Board meeting.

Trustee Rebecca Sandoval has requested that recommendations for approval by the Board for management positions be placed on the agenda as a separate item, in addition to the Board review of management applications with recommendation materials. She also requested a report regarding student discipline.

O. BOARD COMMENTS

Trustee Rebecca Sandoval provided an update on the construction of Joshua House, which is a hospice located near Garden Valley Elementary. She has been actively advocating for the community and the district by requesting updates during City Hall meetings and voicing her concerns about safety measures despite facing opposition. Trustee Sandoval expressed her satisfaction that Dr. Martinez is sending another letter to the City Council to request updates and provide safety plans for students, staff, and the neighborhood.

Trustee Stacey Bastian congratulated the Rio Linda High School wrestling team and expressed that it is great to see our students participating in sports. She also expressed her enjoyment in visiting schools and thanked the teachers, staff, and administrators for their amazing work.

Vice President Baker mentioned that he had the honor of graduating from Foothill High School back in 1997. He also mentioned being the first to jump in the newly-built pool. He expressed his appreciation for everyone's hard work in making the Aquatic Center at Foothill High School a beautiful place. As a parent of a graduating senior and an incoming freshman, he conveyed his gratitude towards the efforts put into it. Moreover, he stated that the neighborhood is thrilled about the upcoming baseball/softball field and eagerly awaits its completion.

Trustee Christine Jefferson expressed her gratitude towards Leah Nelson, a Student Board member representing Grant High School, for her report on Grant and for inviting her to the Golden One presentation. Ms. Jefferson also expressed her pride for Ms. Nelson's accomplishments and commended her for being an "A" student. Furthermore, she thanked the District for the newly opened TK building at Castori, which will serve a lot of students and is an additional bright light in the community. Trustee Jefferson congratulated the cheerleading team for winning a championship and mentioned the award she accepted on behalf of Twin Rivers for all the work the District has accomplished in the community. Finally, she expressed her gratitude towards Grant High School and the Dr. Martin Luther King Committee for the honor.

Trustee Linda Fowler mentioned Dr. Martinez's announcement of a 91.4% graduation rate and expressed her belief that the district should aim for 100%. She congratulated the teachers and administrators for enrolling 304 freshmen in the Dual Enrollment program with American River College, who will contribute to achieving this goal and also have the opportunity to earn college credits. She emphasized that this achievement is something to be proud of, especially for the staff, who are the backbone of providing such opportunities for the students, and stated that the District is on its way to 100%.

President Michelle Rivas commended everyone for the impressive graduation rate achieved. She expressed her appreciation for the collective effort and hard work that led to this success. Furthermore,

she thanked the parents for their unwavering support and acknowledged the Board for their significant contribution. She also highlighted that although the Board may not always agree on everything, their diverse perspectives have a positive impact. President Rivas also expressed her pride in the Board and their accomplishments, professionalism, and for always keeping their focus on the students they were elected to represent.

P. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

A second session was not needed.

Q. CLOSED SESSION

A second session was not needed.

R. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

A second session was not needed.

2. Announcement of Next Meeting

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Tuesday, February 27, 2024, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 6:30 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

S. ADJOURN

There being no other business, President Michelle Rivas adjourned the meeting at 8:29 p.m.

T. January 23, 2024, MULTILINGUAL AGENDA

Note: Agendas for the January 23, 2024, regular and virtual school board meeting were posted and made available in English and Spanish to the public.

Clerk of the Board

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(California Innovative Career Academy Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the California Innovative Career Academy (hereinafter "CICA"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and CICA collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2019 for a term running through June 30, 2024;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

1. The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation.

2. Facilities.

a. *Facilities Locations.* In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.
If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety.* Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation.* The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03. Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter.

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

EXHIBIT "A"

CICA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 16th day of January, 2020, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the California Innovative Career Academy ("CICA"), a California public charter school (hereinafter Corporation and CICA collectively referred to as "the Charter School").

WHEREAS, the District' s Board of Trustees ("Board") granted the Corporation a Charter to operate CICA at a public meeting on June 25, 2019, for a term of five (5) school years commencing on July 1, 2019 and ending on June 30, 2024, pursuant to Resolution No. 777 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding CICA's funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

WHEREAS, the Charter School and District further desire to address any remaining uncorrected language in the Charter, as conditionally approved and required to be corrected by Resolution No. 777, as referenced in Paragraph 3 below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2019 and end on June 30, 2024, as specified in Paragraph 2, below. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2020, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School and Non-Material Revisions to Charter. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The

Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "California Innovative Career Academy." The Charter School and District further agree that upon execution of this MOU, the uncorrected language in the Charter as listed in "Exhibit C," attached hereto and incorporated herein by reference, is deemed corrected as stated therein as a non-material revision to the Charter.

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease , or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its Bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.).*

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall

mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2019-20 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall conduct or procure all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees prior to employment. The Charter School shall comply with the applicable State and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School in accordance with Education Code sections 35021 *et seq.* and 45125.1. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by the law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School' s operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter. The District will be named an additional insured on the general liability insurance of the Charter School.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed five percent (5%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the " California Innovative Career Academy" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the " California Innovative Career Academy," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed upon by the parties.

16. Payment Schedule. The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the

Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Report, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

a. On or before July 1 of each year, a preliminary budget.

b. On or before July 1 of each year, an annual update (LCAP) required pursuant to Education Code Section 47606.5.

c. On or before December 15 of each year, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.

d. On or before March 15 of each year, a second interim financial report for the current fiscal year reflecting changes through January 31.

e. On or before September 15 of each year, a final unaudited report for the full prior year. The report submitted to the Charter School shall include an

annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU. The Charter School shall utilize the services of an auditor who will have, at a minimum, a CPA and experience with school and educational institution accounting requirements and practices, and shall be approved by the State Controller on its published list as an educational audit provider.

For reports (a), (c), (d), and (e), above, the Charter School shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

The Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District, in accordance with Education Code section 47604.3. The Charter School agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2019, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive funding. The Charter School will provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School will provide all data and reports required by the District in hard copy and electronic data files. The Charter School will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California

Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School will provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop and maintain a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement which will be simultaneously submitted to the District Superintendent or designee and the Charter School's Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between the District and the

Charter School. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed above.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs, and the Entity shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Charter School's Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets.

Notwithstanding any rule, regulation, Charter provision, Corporation Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, and all ADA apportionments and other revenues generated by students attending the Charter School, after payment of all debts and liabilities and refunds to applicable agencies, shall revert to the Charter School. Any assets acquired from the District or District property will be promptly returned upon the Charter School's closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or State and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

28. Termination for Cause. The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of

intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the Charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the Charter, this MOU shall be deemed null and void.

29. Annual Review and Notice To District Of Change In Status. The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties shall act reasonably and in good faith in both the review and the response to the review.

The Charter School shall provide the District no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of the Charter School, and which falls within the District's oversight responsibilities.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

30. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

31. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

32. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

33. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

34. Invalidity of Provisions of This MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

35. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220, including, but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in

section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics in the operation of the Charter School.

36. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

37. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

38. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

39. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or on the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, CA 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

005858.0006625
109020.1

By: _____
Bill McGuire
Deputy Superintendent, Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ernie Daniels
Corporate President, Board of Directors

005858.0006625
109020.1

EXHIBIT "B"

CICA FACILITIES SITE LIST

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	**American River**	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	**Arden**	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	**Capitol Mall**	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	**Capitol Mall**	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	**Capitol Mall**	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	**El Camino**	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	**Fair Oaks 2**	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	**Howe Avenue**	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	**Howe Avenue**	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	**Raley Blvd**	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	**San Diego**	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(Highlands Community Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the Highlands Community Charter School (hereinafter "HCCS"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and HCCS collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2014 for a term running through June 30, 2019;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

1. The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation.

2. Facilities.

a. *Facilities Locations*. In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.

If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety*. Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation*. The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.

   Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

EXHIBIT "A"

HCCS MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 17st day of June, 2014, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS collectively referred to as "the Charter School").

WHEREAS, the District's Board of Trustees ("Board") granted the Corporation a Charter to operate HCCS at a public meeting on March 4, 2014, for a term of five (5) school years commencing on July 1, 2014 and ending on June 30, 2019, pursuant to Resolution No. 444 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding HCCS' funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2014 and end on June 30, 2015. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2015, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "Highlands Community Charter School."

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with

federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.*).

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2014-15 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall be solely responsible for the direct cost of the limited administrative services provided by the District to the Charter School. The Charter School shall contract with a qualified third-party vendor for all other administrative services.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all its subcontractors and vendors whose duties require contact with Charter School students to submit fingerprints in accordance with Education Code section 45125.1. The Charter School shall require all parent volunteers, who will supervise children outside of the presence of a credentialed employee, to undergo fingerprinting/background checks pursuant to Education Code sections 35021 *et seq.* The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School's operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%)

of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a) through (e), only. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633 and the categorical block grant calculated pursuant to Education Code section 47634, and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its programs. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, or any other private source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the "Highlands Community Charter School," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever.

16. Payment Schedule. The Charter School shall pay the administrative services fees (¶ 8), supervisorial oversight fees (¶ 14), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Reports, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

A. On or before July 1 of each year, a preliminary budget.

B. On or before December 15, an interim financial report that reflects changes through October 31.

C. On or before March 15, a second interim financial report that reflects changes through January 31.

D. On or before September 15, a final unaudited report for the full prior year.

E. The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU.

F. The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices.

For the reports listed under Section 23 A through C above, the Charter School shall also provide with each financial report supporting and/or back up information including but not limited to: MYP for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of

H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2014, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive the funding specified in this MOU. The Charter School shall provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School shall provide all data and reports required by the District in hard copy and electronic data files. The Charter School shall submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School shall provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent or designee, and the Charter School's Executive Director. The Executive Director and the Superintendent or designee, shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs and the Entity

31. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

32. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

33. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

34. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

35. Invalidity of Provisions of this MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

36. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220 including but not limited to race, color, religion, gender, ancestry, physical and/or mental disability, marital status or national origin, nationality or ethnicity, sexual orientation, perceived sexual orientation, and/or association with individuals with one or more of the above characteristics in the operation of the Charter School.

37. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

38. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

39. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

40. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on

the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue, #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____
Bill McGuire,
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ward Allen,
Vice-President of the Board of Trustees

EXHIBIT "B"

HCCS FACILITIES SITE LIST

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	American River	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	Capitol Mall	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	Capitol Mall	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	El Camino	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	Fair Oaks 2	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	Howe Avenue	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	Howe Avenue	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

Board of Trustees

Basim Elkarra
President

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Sharon Reichelt
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Rebecca Sandoval
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Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

August 5, 2024

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern – Facility/Location Changes and MOU Compliance
TRUSD Requests regarding HCCTS' Response Dated June 28, 2024

Dear Mr. McGuire and Board Members:

By correspondence dated June 13, 2024, the Twin Rivers Unified School District (District or TRUSD) sent the above-referenced Notice of Concern to Highlands Community Charter and Technical Schools (HCCTS), identifying several concerns related to the operations of HCCTS, which included advanced notification before closing or opening sites and an discrepancy between the current list of sites as outlined in the MOU Amendment No. 3 for both Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA).

The District specifically requested the following actions be taken:

- Comply with the terms of the MOU Amendment No. 3 (both HCCS and CICA) regarding establishment of operations at any new locations or moving existing locations, including the proposed new location at 3237 Peacekeeper Way.
- Respond to the District's concern regarding the establishment of operations at the Hillsdale and Howe Avenue locations without complying with the terms of the MOU Amendment No. 3.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.twinriversusd.org

The District's communication also outlined a concern regarding discrepancies between the MOU Amendment No. 3 site list and those listed on the HCCTS June 6, 2024, Board agenda. Additionally, the District communicated that an addendum to the current MOU Amendment No. 3 would be drafted to include the following expectations and requested that HCCTS begin notifying the District of any anticipated facility closures in the manner outlined below:

- HCCTS should notify TRUSD when it intends to close a location at the end of a school/fiscal year or otherwise. This should be done sufficiently in advance of the intended closure and before closure action is taken. (The District requests at least 30 calendar days prior notice.)
- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the site to be closed will now be housed/enrolled, and include information about how students will be accommodated at that existing site(s).
- Provide Board agenda/minutes indicating the closure(s) were approved by the HCCTS Board.

By correspondence dated June 28, 2024, HCCTS responded to our above-referenced Notice of Concern with the attached correspondence and information enclosed. Based on our review of the response and information provided, we request the following additional information/explanation be provided:

1. **Compliance with terms of the MOU**

   TRUSD Findings/Information Requests – Action Needed:

   - Although HCCTS' response indicated that the purpose of the communications on June 4, 2024, and June 5, 2024, was to comply with the terms of the current MOU, to date the District has not received a request to establish a new location at 3237 Peacekeeper Way, McClellan Park as required by the MOU Amendment No. 3 for CICA and HCCS.
   - As per the MOU Amendments for both HCCS and CICA, HCCTS needs to provide written request which includes relevant background information including lease agreements, budgetary documentation and a description of the operations to be established at the location.

2. **Hillsdale and Howe Avenue Locations**

   TRUSD Findings/Information Requests – Action Needed:

   - HCCTS indicated that they believe the addition of a suite at an approved location does not constitute a material revision to the charter. While the addition of a suite at a currently approved location may not constitute a material revision, the District reiterates the need for HCCTS to comply with the current MOU Amendment No. 3 and notify TRUSD, in writing of any proposed changes so the District is able to determine whether the proposed changes constitute a material revision. This advanced communication is absolutely necessary for the District to effetely conduct the oversight duties as outlined in the Education Code.

3. **Site List Discrepancies**

   TRUSD Findings:

   - HCCTS' reply sufficiently answers the District's concern regarding the discrepancies on the site lists. No further action on this item is requested at this time.

4. **Advanced Notification Before Site Closures**

   TRUSD Findings

   - HCCTS indicated that they will provide a 30-day written notice regarding "potential new sites and site closures". The District appreciates HCCTS willingness to implement this process which we anticipate memorializing in a further amendment to the HCCS and CICA MOUs. However, the District notes that HCCTS did not provide advanced notification before closing the sites listed below:
     - 2325 E. 12th Street, Oakland, CA 94601
     - 8484 Edes Avenue, Oakland, CA 94621

The District requests that HCCTS respond to the items listed above by no later than 5:00 PM on **September 3, 2024**. Your response should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District

Enclosure: HCCTS Response dated June 28, 2024

cc: Susan Park, Director, California Department of Education, spark@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org

Twin Rivers Unified Board of Trustees:
Basim Elkarra, President, Basim.Elkarra@trusd.net; Stacey Bastian, Vice President, Stacey.Bastian@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Michael Baker, Member, Michael.Baker@trusd.net; Sharon Reichelt, Member, Sharon.Reichelt@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net; Sascha Vogt, Member, Sascha.Vogt@trusd.net

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

TRUSD received this letter on 9/25/24 via email.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 15, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Facility/Location Changes and MOU Compliance

Dear Ryan DiGiulio, Chief Business Official

We have prepared the following response to the notice of concern dated August 5, 2024 regarding facility and location changes and MOU compliance.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Peacekeeper Way
On June 5, 2024 HCCTS emailed TRUSD regarding Peacekeeper Way. Peacekeeper Way was also discussed in two phone calls with subsequent written communication via email. In the email it was expressed that HCCTS' previous leases at 3144 Palm Street, Building 826, McClellan Park, CA 95652 and 5411 Luce Avenue, Unite 242, McClellan Park, CA 95652 were set to expire on June 30, 2024 without the option to renew, therefore a search was undertaken for the purpose of relocating classrooms, and 3237 Peacekeeper Way, McClellan Park, CA 95652 was selected.

Hillsdale
HCCTS first secured a lease agreement with the Hillsdale site on August 2, 2022 Hillsdale has been serving students for the past two years and continues to provide classes to students during the 2023-2024 school year. On August 1, 2023, HCCTS expanded the Hillsdale site to meet the growing need for additional office space to accommodate a dedicated marketing office, the Brain Team, CICA office, and a Student Wellness Center.

Howe Avenue
On June 30, 2017, HCCTS secured a lease agreement with the site located at 1111 Howe Avenue. Since then, our students have been attending classes there for 7 years. In 2019, 2021 and 2024, we added additional suites to expand our offices, as new space was needed for our increased number of employees and departments. *All the new suites were opened at an approved location.*

Below are the office spaces that were added:

Suite	Date	Purpose
#115	8/1/2017	Admin space
#445	04/01/2024	Student Services
#455	04/01/2024	Student Services
#505	04/01/2024	HCCS Academics
#550	04/01/2024	HCCS Classroom
#555	04/01/2024	CTE & EI Principals and

		CTE Project Coordinators
#575	04/01/2024	Student Onboarding and Records Department
#595	04/01/2024	Community Schools
#610	04/01/2024	CICA
#630	08/01/2021	CICA Admin space
#645	04/01/2024	Accountability and Assessment Department
#655	11/1/2019	HCCS Classes

HCCTS agrees to provide written notification to the District 30 days in advance of any proposed facility changes so that the District may evaluate whether any proposed actions may constitute a material revision to the charter.

Oakland Site Closures
On April 1, 2024, HCCTS provided a 30-day notice to Kathy Chao Rothberg regarding the termination of the MOUs for the locations at 2325 E. 12th Street, Oakland, CA 94601, and 8484 Edes Avenue, Oakland, CA 94621. The last effective day of this agreement was Tuesday, April 30, 2024.

HCCTS was unable to supply 30-day advance notice of the closures of the locations at 2325 E. 12th Street, Oakland, CA 94601 and 8484 Edes Avenue, Oakland, CA 94621 to TRUSD. These locations were leased on a monthly basis in partnership with Lao Family to provide services to ELD students. In the process of renegotiating the lease, Lao Family asked for a substantial increase in the lease amount. These locations had historically drawn low attendance. Consequently, it became fiscally irresponsible to continue leasing these locations.

Moving Forward 2024-2025
Highlands Community Charter School will continue to improve in the area of communication as it relates to opening and closing sites in seeking TRUSD approval. Attached you will find MOUs for Hillsdale, Howe, and sites in Oakland.

From: Melissa Roberson
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: Re: Notice of Concern Facilities
Date: Friday, September 27, 2024 2:35:39 PM
Attachments: image001.png
image002.png
image003.png
image004.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Hi Shari,

We are still working to secure a contract. We have a drafted MOU that has not yet been signed. Bill will be reviewing it next week. We have not moved in and we are not operating or serving students at Peacekeeper Way.

Thank you,
Melissa

Melissa Roberson
melissa.roberson@hccts.org
503-360-6872

On Fri, Sep 27, 2024, 11:54 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> I have a clarifying question regarding the site at 3237 Peacekeeper Way. In the response, HCCTS stated that *"...a search was undertaken for the purpose of relocation classrooms, and 3237 Peacekeeper Way, McClellan Park, CA 95652 was selected.*"
>
> Does this mean HCCTS has secured the location and is currently operating there?
>
> Thank you.
>
> *Shari Warta*

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Wednesday, September 25, 2024 4:05 PM
To: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: Notice of Concern Facilities

Hello Shari and Ryan,

Attached you will find our response to the notice of concern regarding facilities at Peacekeeper, Hillsdale, Howe, and Oakland.

Thank you,

Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

From: Melissa Roberson
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: Re: Notice of Concern Facilities
Date: Monday, September 30, 2024 6:45:49 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Hi Shari,

Of course. I will follow up with you soon.

Best wishes,
Melissa

Melissa Roberson
melissa.roberson@hccts.org
503-360-6872

On Mon, Sep 30, 2024, 9:00 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> I hope you had a nice weekend and were able to get some rest. The Districts wants to be sure that HCCTS understands the addition at the 3237 Peacekeeper Way will require a Material Revision. This is outlined in Ed. Code, the current MOU and previous communications from the District to HCCTS.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590

From: Sharilyn.Warta
Sent: Friday, September 27, 2024 2:37 PM
To: Melissa Roberson <melissa.roberson@hccts.org>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: Notice of Concern Facilities

Thank you for clarifying.

Shari Warta

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590

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To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
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Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

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Melissa



Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary;
Sonja Cameron, Corporate Treasurer; Rickey Jones,
Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 820 0260 9095

DATE & TIME: **Thursday, October 3, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
   Request the Board to approve contracts over $100,000. The Executive

Director recommends approval.

2. 2024-25 HCCTS Employee Handbook
Request the Board to approve the 2024-25 Employee Handbook. The Executive Director recommends approval.

3. 2024-25 HCCTS Locations Approval
Request the Board to approve the 2024-25 HCCTS Locations. The Executive Director recommends approval.

Supporting documentation was added on October 1, 2024.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

Supporting documentation will be added before the board meeting.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting Minutes - September 19, 2024

Board Retreat Minutes - August 24, 2024 - Added on October 1, 2024.

2. Adoption of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief Business Official

Alumni External Relations Specialist - Added on October 1, 2024

3. Approval of 2024-25 Leases
Approve the leases for FY 2024-25 over the amount of $250,000.

3237 Peacekeeper Way, McClellan, California 95652

4. Approval of LCAP Changes

Approve the changes as recommended by SCOE and TRUSD.

Supporting documentation was added on October 1, 2024.

5. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5144.1 BP Suspension and Expulsion

5125 BP Student Records

6158 BP Independent Study

6. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5111.1 BP Attendance Jurisdiction

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

3516 BP School Safety - Emergency Preparedness

6000 BP Instruction: Aims, Concepts, and Roles

4112.9 BP Employee Notifications

4119.23 BP Unauthorized Release of Confidential/ Privileged Information

9270 BP Conflict of Interest Code - Added on October 2, 2024

Bylaws revision as it pertains to the Conflict of Interest Code - Added on October 2, 2024

H. INFORMATION FOR DISCUSSION

1. Employee Benefits Renewal
Adam Miller and Katie Call with HUB will present the 2025 Employee Benefits Renewal package to the Board.

2. Workforce Solutions Update
Director of Workforce Solutions Lars Jorgensen will provide the Board with an update on workforce solutions.

Supporting documentation was added on October 2, 2024.

3. School Safety Plan for Grand Avenue

Safety Generalists Andrew Correa and Tony Torres will present the School Safety Plan for Grand Avenue.

I. BOARD COMMENTS

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

K. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])
2. Public Employee Performance Evaluation (Gov. Code Section 54957(b)(1).)(Executive Director)

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

M. NEXT MEETING : October 17, 2024 at 2:00 pm

N. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.


"IT'S NEVER TOO LATE..."
2024 - 2025
HCCTS Locations Approval
HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Identify Stakeholders for New Site

- A current partner
- Property Managers
- DHA or SETA
- Community Leaders
- Student or staff voice

How Does a Site Qualify for Expansion?

- Use Academic team and enrollment numbers to determine additional space needed
- Classroom sizes are near capacity
- Increase in overall site enrollment
- School ancillary programs are needed
- Use data to establish enrollment growth quarterly
- Track enrollment and attendance trends during the year
- Look for areas of growth with refugee settlement
- Use our partners for settlement information

Where To Open a New Site

- Contact current partners for input
- Student and staff input
- Overcrowding at current site
- Contact Community Leaders
- Partner with new community programs
- Use splatter maps to determine where our students reside

Site Opening Process

- Determine: square footage needed, academic needs (expected # of students and staffing), site safety, parking, ancillary programs, classrooms, office space, site condition including HVAC, electrical, plumbing, flooring and tenant improvements if needed.
- Legal qualifications assessed for a new school site (Fire, Occupancy, Zoning, Permitting, Ca. Ed Code, etc.)
- Approved by HCCTS Board of Directors then notify TRUSD of intent
- Facilities team tour to determine site needs
- Facilities team to introduce timeline for estimated opening date after receiving HCCTS Board of Directors approval and TRUSD approval
    a. Week 1 - assessment, scope of work identified, contract negotiation
    b. Week 2 - tenant improvements start, all departments begin prep, ordering of all equipment, furniture, signs etc.
    c. Week 3,4 - confirmation of tenant improvements completed, all departments completion of work, furnish site
    d. Week 4,5 - Open site

Site Opening Process

- Contract negotiation
- Contract start date (taking into consideration for Tenant Improvements)
- Secure: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimate site budget including lease costs, staffing, utilities ,custodial and security
- If a site needs minimal tenant improvements (paint, floor etc.) it can be available for class in 2-5 weeks. With extensive tenant improvements it may take several months to open

Adding Additional Space at a Current Site

- Facilities team to meet and discuss needs for adding space including all legal qualifications
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Identify tenant improvements if needed
- Contract negotiation
- Facilities Team introduced to needs
- Create a timeline for estimated opening date
- Ordering: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimated budget for monthly and yearly costs: including lease, staffing, utilities , custodial, security, etc.
- With space being in an existing site, we anticipate opening within 2-5 weeks.

Determine Reason for Site Closing

- HCCTS, current partner or site owner failure to renew lease
- Current Partner or HCCTS uses 30 day out
- Structure is in disrepair
- Facility condition
- Consolidation of sites
- Fiscal constraints
- Enrollment/ADA in decline
- Cost is not consistent with appraisal comps
- Lease increase

Site Closing Process

- Contact all stakeholders of intentions
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Leadership will confer with Facilities Director for closure date
- Notice of closure sent to property owner
- Facilities Team Director coordinates closing with all departments including, IT, maintenance, marketing, safety, academics, finance, SORS, custodial and warehousing
- Facilities walkthrough when vacated

Charter Wide Sites

Charter Educational Sites:

HCCS Sites 29

CICA Sites 8

HCCS and CICA Shared Sites 11

CTE 5

Total Charter Educational Sites: 53

Non-Educational Sites:

Administration 10

Other 7

Total Non-Educational Sites: 17

HCCS

	Site Name	Site Address	Administration	Students	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	24th Street	7720 24th Street, Sacramento, CA 95832	☐	☑	1	31	116	55	143	Click Here	$387,380.00 - Contract Life	6/3028	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	☐	☑	5	114	216	123	215	Click Here	$221,200.00 - Contract Life	8/31/25	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	☐	☑						In Process	$37,824.00 - Contract Life		Inactive
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	3					Click Here	Included in Admin section	7/31/25	
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	☐	☑	3	124	226	150	263	Click Here	$125,280.00 - Contract Life	08/31/2025	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	☐	☑	22	731	1,544	804	1,453	Click Here	$512,004.00 - Contract Life	06/30/2025	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	☐	☑	18	535	1,051	593	1,085	In Process	$164,130.80 - Contract Life		
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	☐	☑	8	210	788	206	695	Click Here	$526,241.50 - Contract Life	M-M	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I, & J Sacramento, CA 95827	☐	☑	6	160		179		In Process	$370,291.44 - Contract Life		
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	☐	☑	1	15	216	17	226	Click Here	$186,000.00 - Contract Life	6-30-24	In process
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	☐	☑	2	69		67		Click Here	$93,500.00 - Contract Life	2/28/25	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	☐	☑	2		188	67	223	Click Here	$67,250.00 - Contract Life	08/31/2025	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	☐	☑	1	28		39		Click Here	$15,552.00 - Contract Life	9/30/25	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	☐	☑	17	358	684	359	612	Click Here	$1,750,522.08 - Contract Life	11/30/27	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	☐	☑	20	245	645	296	605	Click Here	$2,877,3628.00 - Contract Lif	8/30-26	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	☐	☑	12	184	325	221	372	In Process	$1,096,687.40 - Contract Life		
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	☐	☑			132	184	116	193	Click Here	$120,000.00 - Contract Life	08/30/2025
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	☐	☑	3						$149,499.00 - Contract Life	6/30/26	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	☐	☑	4	86	888	124	893		$105,600.00/ YR	M-M	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	☐	☑	5	128	450	162	395	In Process	$223,840.00 - Contract Life		
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	☐	☑	5	85		77		In Process	$92,295.00 - Contract Life		
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	☐	☑	2	60	364	73	304	Click Here	$287,755.68 - Contract Life	1/31/26	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	☐	☑	2	107		92			$136,525.08 - Contract Life	1/31/26	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	☐	☑	2	40	86	56	90	Click Here	$169,101.00 - Contract Life	11/30/25	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	☐	☑	2					Click Here	$200,067.72 - Contract Life	12/31/26	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	☐	☑	2	32	46	36	47	In Process	$141,164.88 - Contract Life		
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	☐	☑	2	31	73	41	83		$445,208.00 - Contract Life	6/30/28	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	☐	☑	2	8	40	25	83	Click Here	$126,708.80 - Contract Life	9/30/26	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	☐	☑						Click Here			New site

CICA

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	☐	☑	2			Click Here	$96,000.00 - Contract Life	08/31/2025	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	☑	☐	1			Click Here	Included in A and C Contract	12/31/26	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	☐	☑	3				$1,220,582.00 - Contract Life	3/31/28	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	☑	☑	25				Included in HCCTS Contract	3/31/27	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	☐	☑	1			Click Here	In Kind	06/30/2025	
6	O Street	1326 O Street, Sacramento, CA 95814	☐	☑	1			Click Here	$120,000.00 - Contract Life	8/15/33	
7	Rosemont (Saint John's)		☐	☑	1			In Process	$50,000.00 - Contract Life		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	☐	☑	1				In Kind		

HCCS & CICA SHARED SITES

	Site Name	Site Address	Administration	Students	CICA	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	☐	☑	☑	10	91	490	107	561	Click Here	$338,564.88 - Contract Life	4/30/26	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	☐	☑	☑	11	52		141		Click Here	$522,432.00 - Contract Life	12/31/28	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	☐	☑	☑	6	95	171	112	198	In Process	$538,596.00 - Contract Life		
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	☑	65	340	1,020	468	1,242		District's Site		
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	☑	☑	☑	7					Click Here	$1,620,492.00 - Contract Life	9/30/28	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	☐	☑	☑	15	298	888	327	893	Click Here	$1,200,216.00 - Contract Life	6/30/28	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	☐	☑	☑	20	480	1,091	631	1,066	Click Here	$825,676.68 - Contract Life	4/30/28	
8	Marysville	715 C Street, Marysville, CA 95901	☐	☑	☑	5	33	70	39	51	Click Here	$523,968.00 - Contract Life	6/30/28	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	☐	☑	☑	2	2	28	7	21	Click Here	$54,000.00 - Contract Life	8/31/25	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	☑	☑	☑	15	42	139	20	84	Click Here	$1,396,368.00 - Contract Life	6/30/28	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	☐	☑	☑	12	179	413	200	409	Click Here	$1,154,082.00 - Contract Life	6/30/28	

CTE PROGRAMS

No	Site Name	Site Address	Students
1	Mixed Institute of Barber & Cosmetology	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	☑
2	Federico	1515 Sports Drive, Sacramento, CA 95834	☑
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	☑
4	Asher College (Career Training)	1215 Howe Ave, Sacramento CA	☑
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	☑

13

ADMINISTRATION

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Note
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	☑	☐	15			Click Here		02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	☑	☐	4			Click Here		02/29/2028	
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	☑	☐	25			Click Here	$1,696,324.07 - Contract Life	9-30/27	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	6			Click Here		9/30/27	
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	☑	☐	7			Click Here	$265,665.00 - Contract Life	12/31/26	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	55				District Site		
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	☐	☑	30			Click Here	Included in 1, 9 & 11	11/30/27	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	☑	☑	135			Click Here	Included in HCCTS	3/31/27	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	☑	☐	TBD			Click Here	$651,420.00 - Contract Life		Opening 10-1-24
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	☑	☐	1			Click Here	$185,454.00 - Contract Life		2/28/26

OTHER LOCATIONS

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	☑	☐	15			Click Here	$1,151,947.26 - Contract Life	02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	☑	☐	4			Click Here		02/29/2028	
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	☐	☐	3			Click Here	$208,205.80 - Contract Life	09/31/2025	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	☐	☐	3			Click Here		08/31/2025	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	☐	☐	8			Click Here	$508,239.24 - Contract Life	08/31/2026	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	☐	☐	2			Click Here	Included in 1, 9, & 11		
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	☑	☐	TBD			Click Here	Included in Administration	11/14/28	Opening 10-1-24

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		HCCS	
1	24th Street	7720 24th Street, Sacramento, CA 95832	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I & J, Sacramento, CA 95827	
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	

No	Site Name	Site Address	Dublicate Site
		CICA	
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	
6	O Street	1326 O Street, Sacramento, CA 95814	
7	Rosemont (Saint John's)		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	
		HCCS & CICA	
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	
8	Marysville	715 C Street, Marysville, CA 95901	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		CTE Programs	
1	Mixed Institute of Barber & Cos	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	
2	Federico	1515 Sports Drive, Sacramento, CA 95834	
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	
4	Asher College (Career Training	1215 Howe Ave, Sacramento CA	
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	
		Administration	
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	x
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	
		Other	
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	x
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	

Closing Site List for Board Approval

No	Site Name	Site Address	Notes
1	American River	3600 American River Drive #280, Sacramento, CA 95864	Vacant/ Seeking Sublease
2	El Camino	4813 El Camino Avenue, Suite A & C Carmichael, CA 95608	Underutilized
3	Marysville 2	1431 C St, Marysville, CA 95901 (It's Never Too Late Stadium)	Inactive
4	South Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	Inactive

Contributors:

Disa Cameron

Von Allen

Matthew Lemos

Isabel Amezcua

Lee Farrand

Waisuddin Akhondzada

Rich Henning

Data Resource:

Powerschool

Finance

Facilities

Student Onboarding and Records

HCCTS CTE programs

California Building Code (CBC)

TwinRivers
UNIFIED SCHOOL DISTRICT

Board of Trustees

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Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

October 16, 2024

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern/Request for Information
10/3/24 HCCTS Board Presentation - Site Location Discrepancies

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS" or "Charter School") and California Innovative Career Academy (CICA) operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to the Charter School's operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

During the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval" was given. The PowerPoint presentation (see enclosure) included multiple site/location discrepancies from the approved sites listed in MOU Amendment No. 3 for CICA and HCCS.

Specifically, on slides 11 and 12 of the PowerPoint, HCCTS included a total of six (6) locations which CICA is currently operating without District approval. According to the MOU Amendment No. 3, these six locations were designated for HCCS only. Through enrollment reports, HCCTS has indicated that all six of these sites have had enrolled students since as far back as July 2024.

Additionally, on slide 13 of the aforementioned presentation, HCCTS included three (3) CTE locations that are not included in the current MOU Amendment No. 3. The District was not aware of these CTE locations.

At the beginning of the presentation, you stated that this item was "…an attempt to re-approve and ensure that we're disclosing every location that we are at…". The District is alarmed at this statement, as it alludes to the potential that HCCTS is operating at sites that have not been disclosed and/or approved by the District.

When discussing Slide 11, entitled "CICA", the presenter stated, "This slide represents our current charter-wide sites that we currently hold." Of the sites listed on this slide, three (3) have been approved for HCCS in the MOU Amendment No. 3, not CICA. A cross-reference of these three sites with HCCTS enrollment reports reveals that CICA has enrolled students at all three of these HCCS locations:

1. Del Paso 2, 3730 Marysville Blvd, Sacramento, CA 95838
    a. Enrollment reports reflect 16 CICA students enrolled in July 2024, and 15 CICA students enrolled in August and September 2024.
2. Fair Oaks 2, 6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608
    a. Enrollment reports reflect 1 CICA student enrolled in July 2024, and 15 CICA students enrolled in August and September 2024.
3. SHRA – Marina Vista, 30 Seavey Circle, Sacramento, CA 95818
    a. Enrollment reports reflect 19 CICA students enrolled in August 2024 and 22 CICA students enrolled in September 2024.

Slide 12 of the presentation, entitled "HCCS & CICA Shared Sites" included an additional three locations, which were approved for HCCS in the MOU Amendment No. 3, not CICA. A cross-reference of these three sites with HCCTS enrollment reports reveals that CICA has enrolled students at all three of these HCCS locations:

1. Auburn 2, 7817 Old Auburn Road, Citrus Heights, CA 95610
    a. As a note, the site at this address is titled "Old Auburn" in the MOU Amendment No. 3.
    b. Enrollment reports reflect 16 CICA students enrolled in July 2024, 30 CICA students enrolled in August 2024, and 34 CICA students enrolled in September 2024.
2. Norwood, 431 Hayes Avenue, Sacramento, CA 95838
    a. Enrollment reports reflect 25 CICA student enrolled in July 2024, 29 CICA students enrolled in August 2024, and 28 CICA students enrolled in September 2024.
3. Oak Park, 2520 33rd St, Sacramento, CA 95817
    a. Enrollment reports reflect 113 CICA students enrolled in July 2024, 202 CICA students enrolled in August 2024, and 218 CICA students enrolled in September 2024.

Slide 13 of the presentation, entitled "CTE Programs" included an additional three locations that are not listed in the MOU Amendment No. 3 and for which the District has no knowledge. A cross-reference of these three sites with HCCTS enrollment reports also revealed that HCCTS has enrolled students at two of the three locations.

1. Mixed Institute, 5950 Florin Rd., Unit 103, Sacramento, CA 95823
    a. Enrollment reports reflect 6 CICA student enrolled in July, August and September 2024. The reports also indicate that there were 2 HCCS students enrolled in July

2024, 5 HCCS student in August 2024, and 4 HCCS students enrolled in September 2024.

2. Federico, 1515 Sports Drive, Sacramento, CA 95834
    a. Enrollment reports reflect 4 CICA student enrolled in July 2024, and 2 CICA students enrolled in August and September 2024. The reports also indicate that there were 9 HCCS students enrolled in July 2024, and 12 HCCS student in August and September 2024.
3. Unitek, 4330 Watt Ave, Sacramento CA
    a. No student enrollments reported.

Additionally, on September 17, 2024 and again on October 1, 2024, Sharilyn Warta from the District emailed Melissa Roberson at HCCTS requesting clarification regarding discrepancies between the 2023-24 and 2024-25 enrollment reports and the sites that were listed in the reports. While Ms. Roberson has indicated that she will follow-up with us about this, the District is including that request as part of this Notice of Concern/Request for information.

1. **CICA Sites from 10/3/24 Board Presentation (Slides #11 & 12)**

Action Needed:

- Explain the discrepancies between the CICA sites listed in the MOU Amendment No 3 and the six (6) locations that HCCTS stated are currently being used for CICA. Include in your explanation the reason(s) that HCCTS enrolled CICA students at these locations without a material revision request or advanced notification to the District of this material change to the charter.

2. **CTE Programs from 10/3/24 Board Presentation (Slide #13)**

Action Needed:

- Explain the discrepancies between the sites listed in the MOU Amendment No 3 and the three (3) locations that HCCTS stated are currently being used for CTE. Include in your explanation the reason(s) that HCCTS is operating at locations that are not listed in the MOU Amendment No. 3 and for which the District has no knowledge.

3. **Enrollment Reports**

Action Needed:

- Explain the discrepancies between the sites listed in the 2023-24 and 2024-25 enrollment reports and the approved sites listed in the MOU Amendment No 3.
- Provide a list of addresses for each site listed in the enrollment reports.
- Submit an updated enrollment report for CICA for the 2023-24 school year and include a breakdown by site.

The District requests that HCCTS respond to the items listed above by no later than 5:00 PM on November 14, 2024. Your response should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:

2024-25 HCCTS Locations Approval PPT, dated October 3, 2024
2024-25 HCCS Enrollment Reports
2024-25 CICA Enrollment Reports
2023-24 CICA and HCCS Enrollment Reports

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members

Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary; Sonja Cameron, Corporate Treasurer; Rickey Jones, Mellonie Yang, Mary DeChance, Mike Reid, Sondra Betancourt, LEA

Executive Director

Bill McGuire

Board Meeting Minutes

DATE & TIME: **Thursday, October 17, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

Page

A. CALL TO ORDER AND ROLL CALL

Corporate President Ernie Daniels called the meeting to order at 2:00 pm.

Present: Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, Mike Reid

Absent: Sonja Cameron, Rickey Jones

B. ADOPTION OF THE AGENDA

A motion was made to adopt the agenda and to move the second consent agenda item to action item #4.

Moved by: Mike Reid
Seconded by: Mary DeChance

Aye Ernie Daniels, Sharon Rocco, Matt Powers,

Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

C. FLAG SALUTE

Led by Mary DeChance.

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

There were no comments addressed to the Board.

E. ACTION ITEMS

1. **Contract Approval** 6

A motion was made to approve the RPC and Create Neptune contracts. 6

Moved by: Mike Reid
Seconded by: Sharon Rocco

Aye	Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

2. **2024-25 Salary Schedule** 7 - 10

No motion was made. 7 - 10

Aye	Ernie Daniels, Sharon Rocco, Mellonie Yang, Mary DeChance, and Mike Reid
Abstain	Matt Powers

Void 5-0

3. **Revision of Bylaws** 11

A motion was made to approve the revision of Bylaws as it pertains to the Conflict of Interest Code. 11

Moved by: Mike Reid

Seconded by: Mellonie Yang

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

4. Adoption of Job Descriptions 12 - 13

DASS Coordinator

A motion was made to adopt the job description. 12 - 13

Moved by: Mike Reid
Seconded by: Mary DeChance

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

F. CONSENT AGENDA ITEMS

The Board approved the consent agenda items.

A motion was made to approve the consent agenda.

Moved by: Matt Powers
Seconded by: Ernie Daniels

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

1. Adoption of Minutes 14 - 18

Regular Board Meeting - Oct 03 2024 - Minutes - Html -
Added on October 16, 2024.

2. Adoption of Board Policies 19 - 29

3516 BP School Safety - Emergency Preparedness

4112.9 BP Employee Notifications

4119.23 BP Unauthorized Release of Confidential/Privileged Information

6000 BP Instruction: Aims, Concepts, and Roles

9270 BP Conflict of Interest Code

3. Approval of 2024-25 HCCTS Locations 30 - 31
Approve the site list for SY 2024-25

4. Approval of Collaborative Circles Initiative Code of Conduct and Facilitator Agreement 32 - 35
Collaborative Circles Initiative Code of Conduct

Facilitator Agreement

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

4119.11 BP Policy Against Sexual Harassment and Discrimination (Remove)

4119.12 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

5145.71 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

H. INFORMATION FOR DISCUSSION

1. **Enrollment Update** 71 - 77
Chief Business Official (CBO) Matthew Lemos provided the Board with an update on the Census Day Enrollment Report.

2. **HR Update** 78 - 90
Director of HR Jasmine Gibbs presented an HR update to the Board.

3. **WASC Update** 91 - 99
Director of Accountability & Assessment Melissa Roberson updated the Board with a WASC update.

4. **CTE Update** 100 - 131
Director of CTE Lee Farrand provided the Board with a CTE

report.

5. 2025 Board Meeting Calendar

   The Board discussed the changes they would like to propose for the 2025 Board Meeting Calendar.

6. **Organizational Chart Update** 132 - 138

   Deputy Directors and CBO provided the Board with an update on the organizational chart.

I. BOARD COMMENTS

The Board concluded by expressing appreciation for all the presentations. Board President Ernie Daniels highlighted Mellanie Yang for her hard work and dedication.

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

No public comments were made regarding the closed session.

K. CLOSED SESSION

Corporate President Ernie Daniels recessed the open session at 3:47 PM.

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

Corporate President Ernie Daniels announced at 4:30 PM that no action was taken during the closed session.

M. NEXT MEETING: November 7, 2024 at 2:00 pm

N. ADJOURNMENT

The Board meeting was adjourned at 4:30 pm.

Ernie Daniels

Board Chair

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St.** | 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave.** | 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St.** | 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd.** | 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy.** | 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave.** | 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr.** | 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave.** | 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St.** | 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms** | 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave.** | 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St.** | 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way** | 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln.** | 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave.** | 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St.** | 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way** | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd.** | 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St.** | 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St.** | 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave.** | 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St.** | 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd.** | 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd.** | 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd.** | 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*
4. **O St.** | 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont** | *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle** | 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd.** | 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St.** | 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd.** | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd.** | 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave.** | 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave.** | 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave.** | 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd.** | 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave.** | 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
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4. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
   **CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College** | 10121 Westminster Ave., Garden Grove, CA
2. **Asher** | 1215 Howe Ave., Sacramento, CA 95834
3. **Federico** | 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed** | 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek** | 4330 Watt Ave., Sacramento, CA
   **CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave.** | 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr.** | 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way** | 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St.** | 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd.** | 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino** | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2** | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2** | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2** | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe** | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary; Sonja Cameron, Corporate Treasurer; Rickey Jones, Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 865 7344 7851

DATE & TIME: **Thursday, November 7, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
   Request the Board to approve contracts over $100,000. The Executive

Director recommends approval. Updated on November 6, 2024.

2. 2024-25 Salary Schedule
Request the Board to approve the 2024-25 Salary Schedule. The Executive Director recommends approval.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting - Oct 17 2024 - Minutes - Html

2. Adoption/Elimination of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief of Staff - Remove

Compliance Officer - Remove

Senior Director of Alumni Relations - Remove

3. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.12 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

5145.71 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.11 BP Policy Against Sexual Harassment and Discrimination

5. Approval of 2024-25 Leases

Approve the leases for FY 2024-25 over the amount of $250,000.

10013 Folsom Boulevard - Added on November 5, 2024

6. Approval of 2024-25 HCCTS Locations

Approve the site list for SY 2024-25 .

HCCS Locations - 24

CICA Locations - 6

HCCS & CICA Locations - 13

Total Resource Centers - 43

External CTE Locations - 5

Total Instructional Sites - 48

7. CBO Purchasing Approval Level

Add Chief Business Official to the Purchasing Approval Level of Deputy Directors ($50,000-100,000).

8. Conference Approval

Approve attendance at the Charter Schools Development Center's November 18-20, 2024 Conference in Sacramento for 20+ attendees.

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

0000 Mission Statement

0050 Vision Statement

0100 BP HCCTS Blanket Policy

0250 Student Learning Outcomes (SLOs)

1325 BP Advertising and Sponsorship Policy - added on November 6, 2024

3310 BP Purchasing and Vendor Selection - updated on November 6, 2024

4212.8 BP Anti-Nepotism and Employment of Relatives

7150.5 BP School Site Opening and Closure Policy - added on Nov. 5, 2024

9005 BP Organizational System and Governance Structure

9250 BP HCCTS Board and Officers Reimbursement Policy

9270.1 BP Policy Regarding Board Members Involvement With Other Education Providers

9320 BP Meetings and Notices

9322 BP Setting Board Agenda Items

H. FIRST READING OF REVISED BYLAWS

The Revised Bylaws' first reading is a discussion item only. The Revised Bylaws will be brought back at a later meeting for Board action.

Revised Bylaws - added on November 5, 2024

I. INFORMATION FOR DISCUSSION

1. Fiscal Update
   Director of Fiscal Services Matthew Lemos will provide the Board with a fiscal update. Supporting documents were updated on November 5, 2024.

2. HR Update & HR Academy Update
   Director of HR Jasmine Gibbs will provide the Board with an HR update. Supporting documents were added on November 6, 2024.

3. DASS Update
   Director of Accountability and Assessment Melissa Roberson will provide the Board with a DASS Update.

4. LCAP Expenditure Planning
   Director of Accountability and Assessment Melissa Roberson will update the Board on the LCAP Expenditure Planning.

5. Highlandia Update
   Director of Student Engagement Mike Roessler and Director of Curriculum Carol Zheng will provide the Board with a Highlandia Update.

6. Equity Initiatives Update
   Director of Equity Initiatives Von Allen will provide the Board with an Equity Initiatives Update.

7. Prom Update
   Director of Student Engagement Mike Roessler will provide the Board with a Prom Update. Supporting documents were updated on November 5, 2024.

8. 2024-25 Board Meeting Calendar
   The Board will discuss the 2024-25 Board meeting calendar.

9. Board Member Selection Process
The Board will discuss the Board Member selection process.
Supporting documents were added on November 5, 2024.

10. Board Member Terms
The Board will discuss the proposed Board Member terms.
Supporting documents were updated on November 5, 2024.

J. BOARD COMMENTS

K. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

L. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])

M. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

N. NEXT MEETING : December 5, 2024 at 2:00 pm

O. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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17. **Luce Ave.** | 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St.** | 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way** | 3237 Peacekeeper Way, McClellan, CA 95652 *(Combining Luce Ave. & Palm St.)*
20. **Rumrill Blvd.** | 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St.** | 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
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6. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave.** | 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave.** | 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
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10. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave.** | 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd.** | 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave.** | 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
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   **CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College** | 10121 Westminster Ave., Garden Grove, CA
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5. **Unitek** | 4330 Watt Ave., Sacramento, CA
   **CTE Pathways available to HCCS & CICA Students*

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8. **Raley Blvd.** | 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **Bowling** | 7171 Bowling Drive, Sacramento, CA 95823 *(CICA)*
2. **El Camino** | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
3. **Fair Oaks 2** | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
4. **Folsom 2** | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
5. **Marysville 2** | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
6. **S. Lake Tahoe** | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

From: Melissa Roberson
To: Sharilyn.Warta
Subject: Re: Enrollment Reports July to Sept 2024
Date: Thursday, September 19, 2024 2:47:41 PM
Attachments: [redacted]

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Hi Shari,

We will work on this and get back to you as soon as possible.

Thank you,
Melissa

On Tue, Sep 17, 2024, 4:00 PM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Afternoon,
>
> I had a nice weekend. I hope you got some time off to enjoy the lovely weather.
>
> Thank you for sending the Enrollment Reports. We are having difficulty identifying some of the sites because names on the enrollment reports are different than the names provided to us in the MOU and updated site list.
>
> I saved the monthly reports you sent and the 24-25 site list in a single document and attached it. Each tab has a column titled TRUSD notes, which require further clarification. For example:
>
> - The CICA tabs list "Asher" as one of the sites with enrollments, but according to the MOU and the most recent site list CICA does not have any programs at the Asher site.
> - On multiple tabs, "Federico" is listed, but we do not have any record of a site by that name.
> - On multiple tabs enrollment is listed as "Mixed", but we need to know which sites.
> - On the Master Site list tab there are several sites without any students enrolled, but we had information that classes had started.

Requested Action:

- If possible, please provide the enrollment reports from the attendance tracking application instead of excel format. The reports should include the site's name instead.

Required Action:

- Provide us with clarification for each of the TRUSD notes included in the attached workbook.
- Be sure to use the names of each site as they were provided to us in the MOU and Site List. This should clear up any confusion in the future.
- Finally, please provide us with the address to the "Federico" site so we can cross reference it with our current list of sites.

Please do not hesitate to contact me if you have any questions. We are requesting a timely response on or before **October 25, 2024.**

Thank you.

Shari Warta

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



From: Melissa Roberson <melissa.roberson@hccts.org>

Sent: Sunday, September 15, 2024 10:15 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Bill McGuire <bill.mcguire@hccts.org>; Natasha Lutsik <natasha.lutsik@hccts.org>
Subject: Enrollment Reports July to Sept 2024

Hi Shari,

I hope you had a great weekend. Attached are the enrollment reports for July to September 2024.

Thank you,

Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

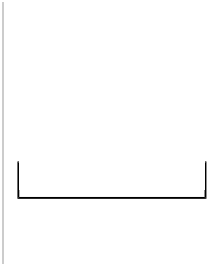

HCCS JULY 2024 ENROLLMENT

Site Name	COUNT
St. Rose	535
Cavalry	188
Hemlock	90
East 12th Oakland Community Extension	4
Auburn	122
McClellan	162
Marysville	69
St. Annes	51
McClellan 2	141
Capitol Mall	11
Yuba City	45
12th Street	2
Howe	337
Holy Cross	350
Oak Park	92
Salam	1090
St. Matthews	756
Hillsdale	481
Maple	447
Norwood	10
Cosmo Beauty Academy	1
Hurley	163
Capital Christian Community Extension	368
ARI Sunrise	46
Marconi Community Extension	5
Oxnard	73
Marconi 2	763
Main Campus	975
Highlands Industrial Parkway	39
BV Larkspur	74
Hemlock 2	65
NLaguna	134
Garden Grove	153
San Pablo	42
Guadalupe	61
North Laguna 2	99
Asher College	28
BV 65th	129
ARI Elder Creek	93
Total	**8294**

HCCS AUGUST 2024 ENROLLMENT

Site Name	COUNT
St. Rose	633
Hemlock	103
Cavalry	207
East 12th Oakland Community Extension	4
Auburn	192
McClellan	187
Marysville	90
St. Annes	62
McClellan 2	143
Capitol Mall	11
Yuba City	51
12th Street	2
Howe	400
Holy Cross	410
Oak Park	119
Salam	1289
St. Matthews	909
Hillsdale	553
Maple	492
Norwood	10
Cosmo Beauty Academy	1
Hurley	176
Capital Christian Community Extension	445
ARI Sunrise	91
Marconi Community Extension	9
Oxnard	104
Marconi 2	859
Main Campus	1182
Highlands Industrial Parkway	52
BV Larkspur	94
Hemlock 2	72
NLaguna	178
Garden Grove	185
San Pablo	46
Guadalupe	64
North Laguna 2	137
Asher College	30
BV 65th	150
ARI Elder Creek	124
Fair Oaks 2	1
Total	**9867**

HCCS SEPTEMBER 2024 ENROLLMENT

Site Name	COUNT
St. Rose	682
Cavalry	221
Hemlock	97
East 12th Oakland Community Extension	11
Auburn	217
McClellan	203
Marysville	122
St. Annes	78
McClellan 2	146
Yuba City	37
Capitol Mall	29
12th Street	3
Howe	473
Holy Cross	450
Oak Park	130
Salam	1406
St. Matthews	957
Hillsdale	669
Maple	485
Norwood	11
Center Parkway	23
Hurley	178
Capital Christian Community Extension	506
ARI Sunrise	104
Marconi Community Extension	7
Oxnard	123
Marconi 2	939
Main Campus	1242
Highlands Industrial Parkway	54
BV Larkspur	111
Hemlock 2	44
NLaguna	215
Garden Grove	185
San Pablo	50
Guadalupe	73
North Laguna 2	163
Asher College	37
BV 65th	144
ARI Elder Creek	139
Fair Oaks 2	1
Total	**10765**

HCCS OCTOBER 2024 ENROLLMENT

Site Name	COUNT
St. Rose	640
Cavalry	216
Hemlock	97
East 12th Oakland Community Extension	5
Auburn	183
McClellan	214
Marysville	115
St. Annes	76
McClellan 2	150
Yuba City	36
Capitol Mall	8
12th Street	1
Howe	460
Holy Cross	428
Oak Park	115
Salam	1287
St. Matthews	922
Hillsdale	615
Maple	470
Norwood	12
Center Parkway	10
Capital Christian Community Extension	503
ARI Sunrise	104
Hurley	196
Marconi Community Extension	11
Oxnard	104
Marconi 2	961
Main Campus	1036
Highlands Industrial Parkway	53
BV Larkspur	123
Hemlock 2	46
NLaguna	200
Garden Grove	196
Guadalupe	59
San Pablo	40
North Laguna 2	153
Asher College	32
BV 65th	142
ARI Elder Creek	140
Fair Oaks 2	5
Total	**10164**

November 2024	
HCCS	
Site	Student Count
24th St.	143
33rd St.	281
37th Ave.	257
65th St.	236
Asher	13
Auburn Blvd.	246
Bruceville Rd.	261
C St.	73
Capitol Mall	2
Center Pkwy.	293
Clark Ave.	122
College Oak Dr.	1433
Edison Ave.	1078
Euclid St.	280
Fair Oaks Blvd.	3
Federico	14
Folsom 2	197
Folsom Blvd.	499
Foothill Farms	90
Franklin Blvd.	674
Fulton Ave.	207
Grand Ave.	1599
Hayes Ave.	21
Hemlock St.	130
Hillsdale Blvd.	581
Howe Ave.	592
Hurley Way	370
Industrial Pkwy.	13
Las Palmas Ave.	208
Luce Ave.	131
Marconi Ave.	1078
Mixed	3
Old Auburn Rd.	338
Palm St.	254
Rumrill Blvd.	48
S St.	92
South A St.	27
Todhunter Ave.	470
Unitek	19
West Third St.	84
Westminster Ave	38
Grand Total	**12498**

HCCS DECEMBER 2024 ENROLLMENT

Site Name	COUNT
St. Rose	695
Cavalry	222
Hemlock	53
East 12th Oakland Community Extension	4
Auburn	192
McClellan	223
Marysville	126
St. Annes	83
McClellan 2	163
Yuba City	42
Capitol Mall	26
12th Street	3
Howe	502
Oak Park	148
Holy Cross	458
St. Matthews	1003
Salam	1450
Hillsdale	818
Maple	264
Norwood	22
Center Parkway	29
Capital Christian Community Extension	553
ARI Sunrise	85
Hurley	226
Marconi Community Extension	10
Oxnard	118
Marconi 2	1185
Main Campus	1200
Highlands Industrial Parkway	50
BV Larkspur	112
Hemlock 2	63
Garden Grove	258
Guadalupe	63
San Pablo	43
North Laguna 2	196
NLaguna	149
Asher College	28
BV 65th	156
ARI Elder Creek	154
Fair Oaks 2	5
Total	**11180**

January 2025
HCCS

Site	Student Count
24th	99
33rd St.	264
37th Ave.	255
65th St	219
Asher	14
Auburn Blvd.	221
Bruceville Rd.	242
C St.	84
Center Pkwy.	284
Clark Ave.	159
College Oak Dr.	1305
Edison Ave.	985
Euclid St.	212
Fair Oaks Blvd.	3
Federico	12
Folsom 2	165
Folsom Blvd.	475
Foothill Farms	68
Franklin Blvd.	595
Fulton Ave	115
Grand Ave.	1420
Hayes Ave.	14
Hemlock St.	107
Hillsdale Blvd.	546
Howe Ave.	513
Hurley Way	322
Industrial Pkwy.	11
Larkspur	69
Las Palmas Ave.	187
Luce Ave.	125
Marconi Ave.	1030
Mixed	2
Old Auburn Rd.	318
Palm St.	216
Rumrill Blvd.	51
S St.	88
South A St.	53
Todhunter Ave.	440
Unitek	18
West Third St.	59
Westminster Ave.	45
Grand Total	11410

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS Enrollment Report February 2025

Site	Student Count
24th	84
33rd St.	209
37th Ave.	226
65th St	200
Asher	12
AuburnBlvd	202
Bruceville	232
C St.	77
CenterPkwy	258
Clark Ave.	150
CollegeOak	1210
Edison Ave	928
Euclid St.	176
Federico	14
Folsom 2	161
FolsomBlvd	473
Foothill	63
Franklin	570
Fulton Ave	108
Grand Ave.	1270
Hayes Ave.	15
Hemlock St	93
Hillsdale	613
Howe Ave.	502
Hurley Way	299
Industrial	20
Larkspur	68
Las Palmas	173
Luce Ave.	121
Marconi Av	992
MIXED	2
Old Auburn	303
Palm St.	186
Rumrill Bl	52
S St.	83

South A St	39
Todhunter	398
Unitek	17
West Third	52
Westminste	32
Grand Total	10683

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS Enrollment Report March 2025

Site	Student Count
24th	75
33rd St.	174
37th Ave.	205
65th St	174
Asher	13
Auburn Blvd.	187
Bruceville Rd.	216
C St.	74
Capitol Mall	0
Center Pkwy.	238
Clark Ave.	128
College Oak Dr.	1114
Edison Ave.	898
Euclid St.	138
Federico	13
Folsom Blvd.	589
Foothill Farms	64
Franklin Blvd.	500
Fulton Ave	94
Grand Ave.	1099
Hayes Ave.	11
Hemlock St.	69
Hillsdale Blvd.	605
Howe Ave.	492
Hurley Way	262
Industrial Pkwy.	21
Larkspur	59
Las Palmas Ave.	162
Luce Ave.	110
Marconi Ave.	943
Mixed	3
Old Auburn Rd.	262
Palm St.	173
Rumrill Blvd.	33
S St.	78

South A St.	37
Todhunter Ave.	358
Unitek	24
West Third St.	42
Westminster Ave.	27
Grand Total	9764

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS Enrollment Report April 2025

Site	Student Count
24th	68
33rd St.	175
37th Ave.	203
65th St	172
Asher	11
Auburn Blvd.	184
Bruceville Rd.	213
C St.	84
Capitol Mall	0
Center Pkwy.	226
Clark Ave.	149
College Oak Dr.	1084
Edison Ave.	904
Euclid St.	155
Federico	11
Folsom Blvd.	615
Foothill Farms	77
Franklin Blvd.	537
Fulton Ave	90
Grand Ave.	1119
Hayes Ave.	11
Hemlock St.	72
Hillsdale Blvd.	629
Howe Ave.	503
Hurley Way	260
Industrial Pkwy.	16
Larkspur	66
Las Palmas Ave.	152
Luce Ave.	109
Marconi Ave.	952

Mixed	4
Old Auburn Rd.	307
Palm St.	168
Rumrill Blvd.	36
S St.	89
South A St.	37
Todhunter Ave.	358
Unitek	24
West Third St.	49
Westminster Ave.	29
Grand Total	9950

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 14, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Information - Enrollment Reports Response from September 19, 2024

Dear Ms. Warta,

We have prepared the following response to the request for information regarding the enrollment reports dated September 19, 2024. It also includes clarifications about the TRUSD notes.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Clarification for TRUSD notes

On July 1, 2024, we expanded our contract with Charter Impact. HCCTS is working with Charter Impact to improve our enrollment, attendance, and data tracking system. As part of this process, several site names have been changed to include the name of the street on which the sites are located.

On October 18, 2024, HCCTS provided TRUSD with the updated site list for 2024-2025 year. On the list is a section named "External CTE Site List" which includes all of our partnerships with external programs.

The following external CTE programs are partner sites only: Asher, Mixed, and Federico. Both Highlands and CICA students have access to these partner programs.

Site Name/ Address	Notes
Asher 1215 Howe Ave., Sacramento, CA 95834	External CTE site serves both HCCS and CICA
Auburn Blv. 4441 Auburn Blvd, Sacramento, CA 95841	Previously Auburn
Old Auburn 7817 Old Auburn Road, Citrus Heights, CA 95610	Previously Auburn 2
CapMall 555 Capitol Mall, Sacramento, CA 95814	Capitol Mall serves both HCCS and CICA as part of the Equity Initiative program
Las Palmas Ave. 1100 Las Palmas Avenue, Sacramento, CA 95815	Previously Del Paso (Calvary Christian), serves both HCCS and CICA
Marysville Blvd. 3730 Marysville Blvd., Sacramento, CA 95838	Previously Del Paso 2 This is a CICA site
Fair Oaks 2 6110 Fair Oaks Blvd, Carmichael, CA 95608	Closing location This location served HCCS and CICA
Federico	External CTE Partner Site. This site

1515 Sports Drive, Sacramento, CA 95834	serves both HCCS and CICA
Florin Rd. 3801 Florin Road, Sacramento, CA 95823	Previously Florin
Folsom 2 9555 Folsom Blvd, Sacramento, CA 95827	Relocating Location This site served both HCCS and CICA
Howe Ave 1111 Howe Avenue, Sacramento, CA 95825	Previously Howe Avenue
Industrial Pkwy 8180 Industrial Pkwy, Sacramento, CA 95824	Previously Industrial
Jackson Rd. 9880 Jackson Road, Sacramento, CA 95827	Previously Jackson (Bethany)
Grand Ave. 1333 Grand Avenue, Sacramento, CA 95838	Previously Main Campus
Marconi Ave. 3727 Marconi Ave, Sacramento, CA 95821	This site is closed. We no longer have students enrolled at this site
C St. 715 C Street, Marysville, CA 95901	Previously Marysville
MIXED CTE 5950 Florin Rd., Sacramento, CA 95823	External CTE Partner Site. This site serves both HCCS and CICA
Hayes Ave. 431 Hayes Avenue, Sacramento, CA 95838	Previously Norwood This site serves both HCCS and CICA
33rd St. 2520 33rd St, Sacramento, CA 95817	Previously Oak Park This site serves both HCCS and CICA

Rosemont (Women's Shelter, address withheld)	No Change
College Oak Dr. 4541 College Oak Drive, Sacramento, CA 95841	(Previously SALAM) College Oak Dr. is no longer a CICA site
SHRA 30 Seavey Circle, Sacramento, CA 95818	Seavey Circle (Previously SHRA – Marina Vista) External CTE site. This site serves both HCCS and CICA
Todhunter Ave. 800 Todhunter Avenue, West Sacramento, CA 95605	Previously West Sac

HCCTS Board of Directors received a new Board Policy on Opening and Closing sites as a 1st reading on November 7, 2024. This Policy is set for final approval on December 5, 2024, and is attached.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

7150.5 BP School Site Opening and Closure Policy

Board Policy

Highlands Community Charter and Technical Schools (HCCTS) establishes this policy to guide the opening and closure of school sites, ensuring that these decisions are made responsibly, transparently, and in compliance with applicable laws. This policy provides criteria and procedures for both opening and closing school sites.

Purpose

To outline the standards and steps for evaluating and implementing the opening and closure of HCCTS school sites, prioritizing the educational needs of students, staff well-being, community impact, and operational stability.

Scope

This policy applies to all school sites operated by HCCTS and authorized by the Twin Rivers Unified School District (TRUSD).

Criteria for Site Opening

HCCTS may consider opening a new school site under the following conditions:

- **Community Demand**: The identified need within the community for adult education services, supported by demographic data or community requests.
- **Strategic Alignment**: The new site aligns with HCCTS' mission and goals to expand access to high-quality education for adult learners.
- **Financial Feasibility**: Sufficient funding and resources are available to establish and operate the site sustainably.
- **Facility Suitability**: The potential site meets the safety, accessibility, and compliance standards required for educational facilities.
- **Workforce Readiness**: Availability of qualified staff to support educational and operational needs at the new site.

Criteria for Site Closure

HCCTS may consider closing a school site under one or more of the following conditions:

- **Enrollment Decline**: Persistent decline of at least 20% in enrollment over three consecutive years.
- **Fiscal Constraints**: Inability to meet financial obligations associated with the site.

- **Facility Condition**: Structural issues or safety hazards that impair the ability to operate safely.
- **Educational Adequacy**: Limitations in space or resources that prevent maintaining educational standards.
- **Community Needs**: Demographic changes leading to low site utilization.
- **Property Agreement**: Expiration of lease or property agreements that cannot be renewed.

Facilities Locations

If Charter School seeks to establish operations at one or more additional location(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

Compliance

This policy will adhere to relevant legal requirements, including:

- California Education Code: Adherence to state guidelines for school site operations.
- TRUSD and HCCTS Policies: Alignment with district and school standards for site management.
- Charter School Law: Compliance with charter-specific regulations, including required notifications and transition processes.
- HCCTS will provide TRUSD with a Notice of New, Closed, or Combined Site within 10 working days after HCCTS Board approval.
- Combining or replacing sites would not constitute a material revision to the charter petition.

Approved:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 14, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/Request for Information - HCCTS Board Presentation held on October 3, 2024 - Site Location Discrepancies

Dear Mr. DiGiulio,

On October 16, 2024, HCCTS received a notice of concern and request for information regarding the site locations presented to the HCCTS Board of Directors held on October 3, 2024. We have prepared the following letter in response to the notice of concern.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS Board Meeting
On October 3, 2024, HCCTS Associate Deputy Director Christina Martinez presented to the HCCTS Board of Directors an HCCTS Locations Approval presentation, which included sites and locations for Highlands and CICA. Within the presentation there were errors. In response to the errors, the sites were presented to the HCCTS board of directors on October 17, 2024, for approval once again.

HCCTS Locations
Attached is an updated site list for HCCS & CICA. We acknowledge that sites, naming conventions, openings, and closings have been the source of confusion and we are working to improve the communication with TRUSD regarding all sites in the future.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834

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To inspire each student to extraordinary achievement every day

January 22, 2025

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern/Request for Information 10/3/24 Board Presentation - Site Location Discrepancies, TRUSD Reply to HCCTS Response dated 11/14/24

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS" or "Charter School") and California Innovative Career Academy (CICA) operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to the Charter School's operation.

On October 3, 2024 the District sent a Notice of Concern/Request for Information regarding the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval". HCCTS responded to the District Notice on November 14, 2024

The District requests additional information in order to make a determination on the site list discrepancies outlined in the above-mentioned Notice.

In the November 14 letter HCCTS classified five CTE sites for HCCS and CICA as "Internal" CTE Sites and five as "External" CTE sites. The District is seeking information and a response regarding the new classification of "internal" and "external". Additionally, the District requires a response from HCCTS regarding these changes being made without complying with the current terms of the MOU Amendment No. 3, which states "*If the Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the*

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
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proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval."

1. **New Classification of "Internal" and "External" Sites**

   Action Needed:

   - Provide additional information about each "internal" and "external" location including:
     - The name of the partner
     - The number of students served
     - What part of the program occurs at each location
     - The first date that students were served (by program and location)
     - Copies of all agreements between HCCTS and the "partner".

2. **Violation of MOU Terms**

   Action Needed:

   - A response regarding the implementation of location changes without complying to the current terms of the MOU Amendment No. 3.

Within 10 calendar days from the date of this letter, please outline a timeline for when HCCTS expects to provide the information and records responsive tot his request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
TRUSD Notice of Concern/Request for Information dated October 16, 2024
HCCTS Response dated November 14, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 27, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC/RFI - 10/3/24 Board Presentation - Site Location Discrepancies, TRUSD Reply to HCCTS Response dated 11/14/24

Dear Mr. DiGiulio,

On January 22, 2025, HCCTS received a follow-up request for information regarding CTE internal and external programs. In response, we prepared the following letter.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS has two types of CTE sites:

- Internal CTE sites (without a partner)
- External CTE sites (with a partner)

All internal and external CTE programs are available to HCCS and CICA students.

Internal CTE
Internal CTE programs are developed and managed directly by HCCTS and our employees to meet the specific needs and goals of our students.

Internal CTE	**The first date the students were served**	***Number of HCCTS students served**
Digital Navigator 1333 Grand Avenue, Sacramento, CA 95838	09/01/2020	6369
Early Childhood Education 1333 Grand Avenue, Sacramento, CA 95838	02/20/2016	218
Group Fitness Instructor 1333 Grand Avenue, Sacramento, CA 95838	01/01/2018	168
Personal Finance 1333 Grand Avenue, Sacramento, CA 95838	09/19/2022	486

Sports Officiating 1100 Las Palmas Avenue, Sacramento, CA 95815	09/19/2022	38
Truck Driving 8180 Industrial Pkwy, Sacramento, CA 95824	08/16/2014	573
Welding 1333 Grand Avenue, Sacramento, CA 95838	07/17/2023	38
Culinary 2520 33rd St, Sacramento, CA 95817	03/04/2024	29
MC3 (Construction) 1333 Grand Avenue, Sacramento, CA 95838	09/16/2021	68

*This figure includes all students at HCCS and CICA students who have been served since the program started.

External CTE
External CTE programs are developed by outside entities with a curriculum they already created, and was designed for their own students. HCCTS partners with these organizations to provide our students with additional opportunities for success. The external programs are outlined below.

External CTE And Address	Partner Name	The first date the students were served	*Number of HCCTS students served
Unitek 4330 Watt Ave., Sacramento, CA 95660	Unitek College, LLC	07/28/2023	98
Mixed 5950 Florin Rd., Sacramento, CA 95823	Mixed Institute of Cosmetology & Barber	08/16/2021	68
Federico 1515 Sports Drive, Sacramento 95834	Federico Beauty Institute	01/13/2023	58
Asher 1215 Howe Ave., Sacramento, CA 95834	Asher College	01/01/2020	625
**Advance Beauty College 10121 Westminster Ave., Garden Grove, CA 92843	Advance Beauty College, Inc.	02/23/2023	46

*This figure includes all students at HCCS and CICA who have been served since the CTE program started.

**Located in Southern California and is accessible to students in person in the LA region

On October 21, 2024, I sent TRUSD the 2024-2025 updated site list. This was a comprehensive list of all HCCTS sites including internal and external CTE sites.

HCCTS is in the process of reviewing the HCCS & CICA charter petitions and is continuing to work on the process of drafting the material revision for the HCCTS locations. HCCTS is committed to adhering to the TRUSD/ HCCTS MOU Amendment No. 3 executed on January 11, 2024.

Attached are copies of the agreements between HCCTS and the CTE partners and the 2024-2025 updated site list.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 18, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Material Revision

Dear Ryan DiGiulio,

On October 17, 2024, the HCCTS Board of Directors approved the revised SY 2024-2025 site list. The approved locations have been renamed and reorganized to better demonstrate their location by using the street, avenue, etc. name if possible.

This letter serves as a notice of material revision for both HCCS and CICA for adding the following locations:

Folsom Blvd. | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
Peacekeeper Way | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*

And closing the locations listed below:

El Camino | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
Fair Oaks 2 | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
Folsom 2 | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
Marysville 2 | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
S. Lake Tahoe | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

The current location count is as follows:

HCCS Locations- 24
CICA Locations – 6

HCCS & CICA Locations – 13
Total Resource Centers – 43

External CTE Locations – 5
Total Instructional Locations – 48

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



BILL MCGUIRE
Executive Director
Highlands Community Charter and Technical Schools

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

**CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave. |** 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr. |** 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way |** 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St. |** 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd. |** 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino |** 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of September, 2022 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS while attending classes at the Site.

2. Use of the Site.

Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

A. Term. HIGHLANDS' use of the Site shall be for the 2022-23 school years commencing on September 1, 2022 and terminating on June 30, 2023. No later than 30 days prior to the expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall request approval from the Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. The use of furnishings is subject to Landlord's prior approval which may require a reimbursement. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations.

3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 2,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. Landlord will provide custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the

construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than September 30, 2022.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of (1) they are required by HIGHLANDS' use of the Site or (2) any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions,

causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

15. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

16. Taxes.

Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site.

17. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue

Garden Grove, CA 92843
tam@advancebeautycollege.com

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

19. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

21. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

23. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

24. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

25. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

26. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

27. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlords CEO and HIGHLANDS' Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 9/21/22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 9/21/22

Tam Nguyen
Advance Beauty College, Inc.

TRAINING AGREEMENT BETWEEN ASHER COLLEGE AND HIGHLANDS COMMUNITY CHARTER SCHOOL

THIS AGREEMENT ("Agreement") is made this 22nd day ofAugust, 2016 (the "Effective Date"), by and between ASHER College, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter referred to as "ASHER") and Highlands Community Charter School, a California non-profit public charter school (hereinafter referred to as the "Charter School").

I. RECITALS

WHEREAS, ASHER is the owner of certain real property and its main facilities are located at 1215 Howe Ave Sacramento CA 95825;

WHEREAS, ASHER and the Charter School desire to enter into this Agreement to document the arrangement between the parties regarding the Charter School's use of the ASHER Site during the 2016-17 school year ("Applicable Year"), pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Site. ASHER hereby grants to the Charter School, on the terms and conditions set forth herein, use of the Site for the sole purpose of participating in the programs described in Section 2.. The Charter School's use of the Site shall comply with all ASHER policies and regulations and/or practices applicable to the ASHER facilities. ASHER shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California Private Post-Secondary School. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site and conducting charter school activities.

A. Term. The Charter School's use of the Site shall be for the 2016-17 school year commencing on August 22nd, 2016 and terminating upon the successful completion of all students enrolled before July 1st, 2017 . This Agreement will automatically renew for an additional School year terms unless either party terminates the Agreement per Section 7 of this Agreement.

B. Joint-Use. The Charter School acknowledges that its right to use the Site shall not interfere with ASHER's shared use of the Site. ASHER's shared use of the Site shall not unreasonably interfere with the Charter School's use of the Site.

C. Reversion to ASHER. Upon the expiration of this Agreement by its terms, the right to use and to occupy the Site and its facilities, and ASHER equipment thereon, shall revert to ASHER.

D. Acknowledgement of Suitability, Compliance and Waiver. By executing this Agreement, the Charter School and ASHER ·agree to conduct an inspection of the Site to determine that. The Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock

keys, fire extinguishers, legal postings at entry, etc.) ASHER shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

Section 2. Financial/Recordkeeping Obligations

A. Asher Agrees to Provide Attendance Records utilizing Asher's electronic Attendance record keeping systems.

B. Monthly Asher will Invoice Charter School for each properly registered student who attended classes at Asher for any portion of the previous month. Invoices are due upon receipt and will be paid within 30 days.

C. Programs:

Program	Estimated time to complete	Monthly Charge	Total Max Charge	Non Refundable	Books & Vouchers	
PC Technician	5 Months / 150 days	$1,000	$ 5,000	$0	Included	
Medical Office Administration	4 Months / 120 days	$1,000	$ 4,000	$0	Included	
Office Administration	4.25 Months	$1,000.0	$ 4,250	$0	Included	
Typing - **Added** to above programs	.25 Month - 7 days	one time charge of $200	$200	0	Included	

D. Refunds: Refunds for Students who do not complete the Programs will be prorated based on calendar time attended/ Estimated Time to Complete.

Refund Example: Student X enrolled in the PC Technician Program and Typing. The first day of attendance at ASHER was August 22nd and the last date of attendance was October 31st. Total calendar days attended is 71. Therefore the Max earned by ASHER would be 71/157 x ($5000+$200) = $2351.59. If Charter School had paid more than $2351.59 then a refund would be due. Otherwise the final invoice would be adjusted to reflect the Max charge earned by ASHER

Section 3. Maintenance and Operations. The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of ASHER; ASHER will provide its own janitorial service and/or janitorial staff.

Section 4. Title to Property. The Parties acknowledge that title to the Site and all improvements are held by ASHER, and shall remain in possession of ASHER at all times.

Section 5. Insurance. The Charter School will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise for Charter School Students and employees of no less than

$1,000,000 per occurrence and $3, 000,000 in the aggregate. The Charter School's insurance shall be primary unless the claim, injury, or loss is at the active negligence of ASHER. ASHER shall be named as additional insured.

ASHER will procure and maintain property coverage for the premise and building at full replacement cost. ASHER's insurance shall be primary. The Charter School shall procure and maintain insurance for their personal property.

Section 6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of ASHER, the Charter School shall indemnify, hold harmless, and defend ASHER, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against ASHER, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the Charter School's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend ASHER and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, ASHER shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, ASHER's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the ASHER in or about the Site; ASHER's obligation to defend the Charter School and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 7. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the Charter School for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to ASHER.

B. By the Charter School, upon mutual agreement between ASHER and the Charter School, if the Site is so damaged, destroyed or otherwise impaired as to hinder the ASHER's effective use of the premises at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the ASHER effective use of the premises, ASHER will make a good faith effort to provide other facilities, if available, but shall have no obligation to provide substitute facilities.

C. By ASHER for a material failure by the Charter School to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof from ASHER to the Charter School; provided, however, that if the nature of the Charter School's default is such that more than thirty (30) days are reasonably required for its cure, then the Charter School shall not be deemed to be in default if the Charter School commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By ASHER in the event the Charter School files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of the Charter.

Section 8. Taxes. ASHER shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of ASHER located at the Site or used by the Charter School.

Section 9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To Charter School:

Murdock Smith, Executive Director/CEO
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Fax: (916) 471-0552

To ASHER:

David Vice, CEO
Asher College
1215 Howe Ave
Sacramento, Ca 95825

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 11. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 12. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions; negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 13. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 14. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 16. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 17. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 18. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 20. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 21. Dispute Resolution. In the event of any dispute between the Charter School and the ASHER regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the ASHER Executive Director and the Charter School's Principal. The Executive Director and the Principal shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Director and Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the ASHER shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

ASHER COLLEGE

BY: _____ **Date** 8/22/16

David Vice, CEO

Highlands Community Charter School

BY: _____ **Date** 8/24/16

Murdock Smith, Executive Director/CEO

MEMORANDUM OF UNDERSTANDING BETWEEN HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS AND FEDERICO BEAUTY INTSTITUTE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 13th day of January, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and Federico Beauty Institute, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "FEDERICO").

RECITALS

WHEREAS, HIGHLANDS and FEDERICO desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by FEDERICO during the 2023 school year (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and FEDERICO hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and FEDERICO agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and FEDERICO while attending classes at FEDERICO.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:

   A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act).

3. Term. The term of this MOU shall be for five months commencing on January 15th, 2023 and ending on June 15th, 2023. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. FEDERICO will invoice HIGLANDS at the end of each month for all charges incurred that month. The first month of a class start's bill will include the application fee, student insurance, STRF, and technology fee in addition to monthly tuition and any/all kit costs incurred. Months 2 until completion billing will include monthly tuition and all kit costs incurred that month. FEDERICO will provide an attendance report for each student at the end of each month and include with the invoice. The invoice shall be compared to attendance records submitted by FEDERICO and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from FEDERICO, FEDERICO shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all FEDERICO students.

Course	Tuition	Application	Insurance	STRF	Supplies	Textbook	Technology	Uniforms	Total
Cosmetology	$15,250.00	$75.00	$10.00	$45.00	$2,065.69	$550.00	$100.00	$26.94	$18,122.63
Barber	$15,250.00	$75.00	$10.00	$45.50	$2,242.62	$575.00	$100.00	$26.94	$18,325.06
Esthetics	$9,000.00	$75.00	$10.00	$26.00	$1,404.06	$400.00	$50.00	$26.94	$10,992.00
Barber Transfer	$3050.00	$75.00	$10.00	$10.00	$713.08 - $1653.74*	$375.00	$25.00	$26.94	$4285.02 - $5,225.68

*Barber Transfer supplies to be purchased dependent upon supplies needed by student. Kit price will be determined at enrollment based upon supplies already owned by the student.

5. Marketing. HIGHLANDS and FEDERICO will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and FEDERICO.

6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, FEDERICO, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the FEDERICO' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by FEDERICO, in or about the site; FEDERICO' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of FEDERICO, HIGHLANDS, shall indemnify, hold harmless, and defend FEDERICO, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against FEDERICO, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, FEDERICO from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend FEDERICO and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

7. Termination. The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

8. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

FEDERICO:
Jeremy Federico
Federico Beauty Institute
1515 Sports Drive
Sacramento, CA 95834
Attention: President

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

10. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

12. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

15. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

16. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

17. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

18. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

19. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

20. Dispute Resolution. In the event of any dispute between HIGHLANDS and FEDERICO regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the FEDERICO' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

Date: _____

FEDERICO BEAUTY INSTITUTE

By: _____

Jeremy Federico, President
Federico Beauty Institute

Date: 3.28.23

MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND MIXED INSTITUTE OF COSMETOLOGY & BARBER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of June 22nd, 2022 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and MIXED Institute of Cosmetology & Barber, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "MIXED Institute").

RECITALS

WHEREAS, HIGHLANDS and MIXED Institute desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by MIXED Institute during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and MIXED Institute hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and MIXED Institute agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and MIXED Institute while attending classes at MIXED Institute.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:

   A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)

3. Term. The term of this MOU shall be for one year, commencing on June 22, 2022 and ending on June 30, 2023. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. Within the first two weeks of each class start, HIGHLANDS will purchase classroom book sets and tool kits at a combined cost of $1,993 per each properly enrolled student in the cosmetology program, $1,988 per each properly enrolled student in the Barbering program, and $916.50 per each properly enrolled student in the manicuring program. If the student prefers, they may purchase their own set of books and tool kits directly from MIXED Institute. MIXED Institute will notify HIGHLANDS and submit an invoice for all books and supplies required by HIGHLANDS's students upon enrollment into the program. MIXED Institute agrees to maintain attendance records and report on a weekly basis to HIGHLANDS. In the event that a student misses an excess of 16 hours in a week, MIXED Institute shall notify HIGHLANDS in writing to develop a plan for the student to succeed. MIXED Institute shall prepare a monthly invoice in the amount of $1973 per each student properly enrolled and attending the **cosmetology** program, $1973 per each student properly enrolled and attending the **Barbering** program, and $495 per each student properly enrolled and attending the manicuring program, for the educational services provided. This invoice shall be compared to submitted attendance records submitted by MIXED Institute and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from MIXED Institute, MIXED Institute shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all MIXED Institute students.

Program	Duration	Monthly Charge	Tuition	Start-up Fees*	Total Max Charge	List Price
Cosmetology	1000 Clocked Hours	$1,973	$13,811	$1,993	$15,803	$16,803
Barbering	1000 Clocked Hours	$1,973	$13,811	$1,988	$15,799	$16,798
Manicuring	400 Clocked Hours	$495	$1,980	$916.50	$2,904.50	$3,116.50

*Start-up Fees include Books, kit and registration fee.

5. Instruction. All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff. Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Marketing. HIGHLANDS and MIXED Institute will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and MIXED Institute.

7. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, MIXED Institute, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the MIXED Institute' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by MIXED Institute, in or about the site; MIXED Institute' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of MIXED Institute, HIGHLANDS, shall indemnify, hold harmless, and defend MIXED Institute, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against MIXED Institute, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, MIXED Institute from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend MIXED Institute and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims,

demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

8. Termination. The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

MIXED Institute:
MIXED INSTITUTE of COSMETOLOGY & BARBER
5950 Florin Road Ste. #103
Sacramento Ca. 95823
916-421-5950
Attention: Robert Brown/CEO

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

11. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

13. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

18. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

21. Dispute Resolution. In the event of any dispute between HIGHLANDS and MIXED regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the MIXED Institute' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director

Highlands Community Charter and Technical Schools

Date: 6/28/22

MIXED INSTITUTE of COSMETOLOGY & BARBER

By: _____

Robert Brown, CEO

Mixed Institute of Cosmetology & Barber

Date: 6/24/2022

MEMORANDUM OF UNDERSTANDING BETWEEN
UNITEK LEARNING AND HIGHLANDS COMMUNITY CHARTER SCHOOLS

This Agreement is entered into by and between Unitek College, LLC (College) and Highlands Community Charter Schools (Highlands), hereinafter collectively the Parties, and shall become effective as of the date of the last signature (Effective Date). Parties enter this Agreement to provide educational opportunities for qualified Highlands students (Participants).

ACADEMIC TERMS AND CONDITIONS

1. **College Degree or Certificate Programs**
   a. Highlands Participants shall have the opportunity to apply for admission to College's academic programs offered under this Agreement. Programs available, academic requirements, tuition and fees, and minimum enrollment requirements are in the attached **Program Information Addendums.**

2. **Responsibilities of the Parties**
   a. **Collaboration**: Parties agree to collaborate in good faith all aspects of this Agreement. Each Party shall identify and designate primary contacts with the appropriate authority to execute actions under this Agreement. All primary contacts are listed in the attached **Primary Contact Addendum.**

   b. **Educational Programs Content and Faculty**: Throughout the entirety of this Agreement, College shall have full programmatic control as required by its accreditors. By signing the agreement Highlands attests that its Credentialing Specialist has reviewed College program content and faculty qualifications to ensure alignment between Highlands' requirements and College program including Participant receipt of a high school diploma prior to any externship placement required for successful completion of Medical Assisting program.

   c. **Program Promotion and Marketing**: Parties agree to collaborate in good faith and promote the program subject to the limitations identified in the **Marketing** section of this Agreement. Highlands will assist College in facilitating promotional events including, but not limited to, information sessions, workshops, seminars/speakers, webinars, lunch-and-learns. Parties also agree to collaborate on the creation of print and digital marketing materials.

   d. **Participant Eligibility**: Highlands shall identify and refer only prospective Participants that meet all College's minimum requirements for each program and must agree to:
      i. Ensure Participants sign attestations stating that eligibility for this program is conditional on the non-acceptance Title IV Federal Financial aid during their

enrollment; any application for such aid will immediately make a Participant ineligible for enrollment in College.

ii. Sign a FERPA release authorizing the release of confidential student information as described in section j. of this agreement.

iii. Provide to College a copy of each Participants high school diploma prior to any externship placement required for successful completion of Program.

e. **Admissions**: Parties agree not to discriminate in the selection or acceptance of any Participant pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or applicable legal residence requirements, within the limits imposed by law or corporation policy. College shall review the applications of prospective Participants and have sole authority to make admissions decisions in accordance with its standard admissions policies.

f. **General Participant Requirements**: Upon admission, Participants become College's students and are subject to all academic and conduct policies in the College catalog and student handbooks. Participants must adhere to attendance requirements and must remain in good academic standing to continue in their respective programs.

g. **Student Services**: College shall provide equitable student services including academic support, technical support, and career services to help maximize the opportunity for Participant success.

h. **Reasonable Accommodations**: Participants with disabilities may, with appropriate medical documentation, apply for reasonable accommodations with the College even if they already have accommodations or an Individualized Education Program (IEP) with Highlands. Each request shall be considered on a case by case as well as a class by class or clinical/externship location basis in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

i. **Vaccination Requirements (External Clinical Sites if Applicable)**: Parties understand that Participants may need to attend externships or clinical rotations at healthcare facilities with specific vaccination requirements. Participants who do not meet all vaccination requirements may not be able to be placed at a clinical site and may be unable to complete program requirements. Clinical sites maintain the discretion to determine if they can reasonably accommodate Participants who request medical or religious accommodations against specific vaccinations and may deny requests to student guests that may be granted to their employees.

j. **Background Check Requirements**: College may conduct a criminal background check on Participants prior to clinical placement. Parties understand that ANY criminal background may result in a denial of placement by a clinical partner and may make a

Participant ineligible for licensure or for specific jobs at the discretion of the prospective employer even if such criminal records have been expunged, suspended, or resolved via other methods of deferred adjudication.

k. **Participant Privacy & Release Requirements**: Parties understand that College may only share limited information (e.g., name, address, telephone number) on its students under the Family Educational Rights and Privacy Act (FERPA) unless student authorizes College to share confidential academic data via a signed release. For this Agreement to function as intended and to freely share information on Participant progress, Highlands agrees that as a condition of eligibility and in exchange for the opportunity to participate in the programmatic offerings of this Agreement, Participants must authorize the release of their confidential student information to Highlands using a release that will be provided as part of the application process.

l. **Participant Progress Data**: To facilitate the management and operation of this Agreement College will share relevant student information with Highlands, including, but not limited to:
    i. Upon enrollment College will share Participant's:
        1. College ID number
        2. College e-mail address
    ii. College will share the following as needed:
        1. Disciplinary or code of conduct issues
        2. Academic progress
        3. Voluntary or involuntary withdrawals

m. **Externship and Clinical Placements**: College shall make all decisions regarding Participant assignments to externship and clinical sites or telehealth rotations.

n. **Orientation and Training of Participants and College Staff**: Parties will collaborate to develop an orientation, tracking and verification process for onboarding staff and Participants regarding externship safety and administrative policies.

o. **Payment of Tuition and Fees**: College shall send Highlands a roster of fully enrolled Participants at the start of each term with payment schedule identified in the **Program Information Addendum** below. The failure to pay according to the payment schedule may result in the withdrawal of active Participants, delay or cancellation of future Participant enrollment, and the termination of this Agreement.

p. **Participant Withdrawals:** If a Participant withdraws voluntarily or is withdrawn involuntarily based on College policy, Highlands will not be responsible for future monthly payments per the payment schedule in the **Program Information Addendum**.

q. **Proprietary Rights:** College shall retain all rights, title, and interest (including all copyright, patent, and other proprietary rights) in and to its academic materials.

College is the intellectual property holder and there is no license granted to Highlands for any academic content.

MARKETING AND PROMOTION

3. **Program Publicity:** Parties recognize that recruiting students for higher education programs is subject to significant regulatory and accreditation marketing restrictions whether made verbally or in writing. College will be responsible for direct student marketing and will provide dedicated expertise for the promotional strategy while working in collaboration with Highlands in good faith to execute the program's marketing strategy. Additionally, Parties agree to the following:

   a. **Guarantees:** No prospective Participant shall be guaranteed enrollment, ability to achieve licensure upon completion of a program, a specific salary or salary range, or specific employment in connection with the promotion of any academic offering.

   b. **Truthfulness and Accuracy:** All representations regarding the available programs, academic offerings, eligibility for licensure, salary potential, and future job prospects must be truthful and represent the experience of the typical student.

   c. **Collaboration on Marketing Collateral:** Parties agree that all promotional materials require the prior written approval of College prior to use including, but not limited to:
      i. Websites
      ii. Web pages
      iii. Digital ads (banners, pop-ups, flyers, etc.)
      iv. Social media posts
      v. Videos
      vi. Promotional e-mails
      vii. Newsletters
      viii. Blogs
      ix. Press releases
      x. Content marketing (Quora, Medium, etc.)
      xi. Flyers
      xii. Signage
      xiii. Direct mail
      xiv. Digital information boards
      xv. Events
      xvi. White Papers
      xvii. Grant Proposals
      xviii. Public Relations

   d. **Intellectual Property:** Neither Party shall use the other Party's trademarks or logos without the prior written consent of the other Party as to each such use. Any use of

the other Party's trademarks or logos shall be subject to the other party's written guidelines and instructions.

STANDARD TERMS AND CONDITIONS

4. **Term:** This Agreement has an initial term of two (2) years from the Effective Date and automatically renews for subsequent two (2) year terms unless terminated by either Party upon written notice of at least ninety (90) days.

5. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, and such breach remains uncured for a period of thirty (30) following receipt of written notice of such breach. For the purposes of this clause, a material breach shall include, but not be limited to, any breach of the confidentiality provisions of this Agreement, failure to make any payment when due, or failure to perform any material obligation under this Agreement. Upon termination of this Agreement for cause, the non-breaching party shall be entitled to any remedies available at law or in equity, including but not limited to damages for any losses incurred as a result of the breach. Termination of this Agreement for cause shall not relieve the breaching party of any liability or obligation incurred prior to the effective date of termination.

   In the event this Agreement is terminated early, Parties agree to collaborate with each other and any relevant regulatory or accreditation body on a teach-out to minimize the impact of enrolled Participants. Teach-out may include completion of the term on campus, a nearby location, the online modality, or a hybrid model. Students that have not yet started the program will be considered canceled and no payment or teaching shall occur.

6. **Regulatory or Accreditation Termination:** The Agreement may be terminated upon written notice by College with no penalty or cost for any of the following:
   a. If an accreditor or a regulatory body determines that the program should cease operation.
   b. Agreement is prohibited by law or regulation.

   If terminated for any of the above reasons, Parties will collaborate and work with the appropriate accreditation or regulatory bodies to determine if teach-out options or term completion options exist for Participants to minimize impact on educational progression.

7. **Obligations Upon Termination**: Upon termination of this Agreement, either Party shall, at the request of the other Party, return any document, material, database, equipment, or software containing confidential information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the confidential information belonging to the other party and delete such confidential information from any memory devices. Unless required by law, neither Party shall

be permitted to continue using the confidential information in any way after the termination of this Agreement.

8. **Force Majeure:** In the event Parties are unable to support or continue the programs listed in this Agreement due to causes beyond their control, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond either Party's reasonable control, the Parties agree to work together to create a reasonable alternative or pause the program until conditions permit resumption.

9. **Relationship of Parties:** The relationship established under this Agreement shall be that of contractors and neither party shall be, nor hold itself out to the public as being, an employee, or agent of the other. Neither party shall have authority to contract for or bind the other in any manner.

10. **Mutual Indemnity:** The Parties agree to indemnify and hold each other harmless from any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the performance of this Agreement, except for claims arising out of the gross negligence or willful misconduct of the indemnified Party. Each Party shall promptly notify the other Party of any claim or demand that it becomes aware of that may give rise to indemnification hereunder. The Parties agree to cooperate with each other in the defense of any such claim or demand. This mutual indemnification obligation shall survive the termination or expiration of this Agreement.

11. **Assignment:** Neither Party shall assign its rights or delegate its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that either Party may assign this Agreement in the event that any third-Party merges with such Party or acquires all or substantially all of such Party's assets used in connection with this Agreement.

12. **Waiver:** The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and agreed upon by both Parties.

13. **Severability:** If any part of this Agreement is found invalid or unenforceable, that part will be amended by the Parties to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will remain in full force and effect.

14. **Modification of Agreement**: No addition or modification of this Agreement will be effective or binding on either Party unless reduced to writing and executed by the authorized representatives of each of the Parties.

15. **Notice**: Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email to the Legal Contacts listed in **Addendum 1: Primary Contacts**.

16. **Governing Law**: This Agreement shall be governed and construed by the laws of the State of California without regard to any choice of law provisions.

17. **Dispute Resolution**: Any dispute, controversy, or claim arising out of or relating to this Agreement or its breach, including any question regarding its existence, validity, or termination, shall be finally resolved by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted before one (1) arbitrator, who shall be selected by mutual agreement of the Parties or, failing such agreement, by JAMS in accordance with its rules. The place of arbitration shall be Orange County, California. Each Party shall be responsible for its own costs and expenses, including legal fees, incurred in connection with the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages. The Parties agree to keep the arbitration proceedings and award confidential, except as may be necessary to enforce the award or as required by law. This arbitration clause shall survive the termination or expiration of this Agreement.

18. **Prior Agreements and Complete Agreement**: This Agreement contains the final, complete, and exclusive statement of the agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations, and discussions between the parties, whether oral or written. All Addendums referred to in this Agreement and attached hereto shall be deemed and construed as part of this Agreement and for all purposes all such Addendums are hereby specifically incorporated herein by reference.

19. **Proper Authority**: Each party expressly acknowledges that it is authorized to enter into this agreement, and to bind such party, and such party's permitted successors and assigns, in the terms of this agreement. Each party expressly acknowledges that all corporate or other business enterprise formalities and consents have been obtained. Each party further acknowledges that this agreement does not conflict with or constitute a violation of any other agreement whether oral or written.

20. **Execution**: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature or other electronic means, and such signatures or means shall be deemed original signatures for all purposes. The Parties agree that the electronic signatures or means used to execute this Agreement shall have the same legal force and effect as handwritten signatures or original

documents. The Parties acknowledge and agree that the use of electronic signatures or means is a convenient means of executing this Agreement and that it does not diminish the legal validity or enforceability of this Agreement.

By their signature below, each of the following parties represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

For Highlands		For College	
Signature		**Signature**	
Name	Murdock Smith	**Name**	
Title	Ex Dir	**Title**	
Date	7/24/23	**Date**	

Addendum 1: Primary Contacts

Executive Sponsor			
College		**Highlands**	
Name	Caitlin Masterson	**Name**	
Title	VP of Workforce Development	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(949)259-2234	**Phone**	
e-mail	cmasterson@gmail.com	**e-mail**	

Relationship Manager			
College		**Highlands**	
Name	Dawn Knapp	**Name**	
Title	Sr. Partnership Success Mgr	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(949)269-2628	**Phone**	
e-mail	dknapp@unitek.com	**e-mail**	

Billing Contact			
College		**Highlands**	
Name	Sonia Manzo	**Name**	
Title	Director of Fiscal Operations	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(949)236-4149	**Phone**	
e-mail	smanzo@unitek.com	**e-mail**	

Legal Contact			
College		**Highlands**	
Name	Phillip Quintana	**Name**	
Title	General Counsel	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(480)678-1605	**Phone**	
e-mail	pquintana@unitek.com	**e-mail**	

ADDENDUM 2: PROGRAM INFORMATION

Program	Duration	Highlands Tuition	Fees/Books/Equipment	Total per Participant
Medical Assisting	9-10 months	$12,298	$1,036	$13,344.50

I. MEDICAL ASSISTING PROGRAM

1. Delivery Model: Hybrid, Blended Learning Model
2. Locations: Campus, remote, and externship sites
3. Projected Annual enrollment: 60
4. Program includes 600 hours of classroom education and 160 externship hours for successful completion. College must receive a verified copy of each Participants high school diploma prior to any externship placement as required by the Accrediting Commission of Careers Schools and Colleges (ACCSC).
5. Applicable Student Catalog: https://www.unitekcollege.edu/catalog/california-catalog/

II. Tuition and Fees (books, equipment, etc.)

1. At least seven (7) days prior to the start of each term, Highlands will purchase all required textbooks and equipment required by the program for each enrolled Participant. College will not sell books or equipment directly to any Participant.
2. College shall bill Highlands on the last day of each month based on the number of Participants enrolled at any time in the prior month with payment due within seven (7) days of receipt. Payments shall be allocated as follows:

Date	Payment Schedule
Month 1	12% of Highlands tuition
Month 2	11% of Highlands tuition
Month 3	11% of Highlands tuition
Month 4	11% of Highlands tuition
Month 5	11% of Highlands tuition
Month 6	11% of Highlands tuition
Month 7	11% of Highlands tuition
Month 8	11% of Highlands tuition
Month 9	11% of Highlands tuition

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 28, 2025

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Site Discrepancies

Dear Ms. Warta,

On January 22, 2025, HCCTS received a letter of concern from TRUSD regarding site discrepancies.

On February 27, 2025, I presented the site list comparison document at the quarterly meeting with you and Ryan DiGiulio at TRUSD. This document includes student-occupied sites, physical addresses of HCCTS locations, the specific programs available at each site, lease agreement dates, and other relevant details.

We acknowledge the site errors in our previous MOUs and we have addressed all of them in the attached correspondence below.

If you have any additional concerns, please do not hesitate to contact me.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

#	MOU - Jan. 23, 2024				Nov. 7, 2024				ENROLLMENT - 1/23/24	
	STUDENT OCCUPIED SITES	PHYSICAL ADDRESS	HCCS	CICA	CURRENT	SITE NAME	NOTES	LEASE, MOU or AGREEEMENT DATES	HCCS	CICA
1	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	03.01.23 - 06.28.24		
2	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	**X**	HCCS ONLY	24th Ave.		11.13.18 - 06.30.28		**NONE**
3	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X		HCCS ONLY	65th St.		6.01.19 - 06.30.25		
4	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	**X**		ADMIN	Boxwood St.		12.01.22 - 02.29.28	**NONE**	
5	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.23 - 06.28.24		
6	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.23 - 06.28.24		
7	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	X	EXTERNAL CTE HCCTS	Asher		08.22.2016 - Present		
8	Auburn	4441 Auburn Blvd, Suite H & M Sacramento, CA 95841	X	X	HCCTS	Auburn Blvd.	COMBINED INTO ONE ADDRESS	03.01.23 - 04.30.26		
9	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X	HCCTS	Auburn Blvd.				
10	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	**X**	**X**	**CLOSED**	N/A	HCCTS Board approved closure of site on November 7, 2024.	07.01.23 - 06.30.24	**NONE**	**NONE**
11	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X		HCCS	Capitol Mall	COMBINED INTO ONE ADDRESS	01.01.21 - 09.30.27		
12	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X		HCCS ONLY	Center Pkwy.		7.01.23 - 06.30.25		
13	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X		HCCS ONLY	College Oak Dr.	CORRECT ADDRESS: **4541** COLLEGE OAK - MATCHES LEASE	7.01.23 - 06.30.25		
14	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X	HCCTS	Las Palmas Ave.		07.01.22 - 06.30.23; Currently month-to-month		
15	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	**X**		CICA ONLY	Marysville Blvd.		7.01.23 - 06.30.25	**NONE**	**13**
16	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X		HCCS ONLY	Edison Ave.		07.01.21 - 08.30.24; Currently month-to-month		
17	Fair Oaks	2300 Fair Oaks Blvd., Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center)	X	X	INTERNAL CTE HCCTS	Fair Oaks Blvd.	COMBINED INTO ONE ADDRESS	09.01.20 - 08.31.26		
18	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	**X**	X	CICA ONLY	Florin Rd.		03.01.22 - 02.28.24; Currently month-to-month	**NONE**	
19	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X		HCCTS	Folsom Blvd.	COMBINED INTO ONE ADDRESS (10013 & 10017)	07.01.19 - 08.30.23, Currently month-to-month for 10017 Folsom; 01.01.25 - 6.30.2031 for 10013 Folsom		
20	Folsom 2	9555 Folsom Blvd, Suites E, F, H Sacramento, CA 95827	X		CLOSED	N/A	On November 14, 2024, HCCTS sent a letter to TRUSD regarding the sites transfer.	07.01.22 - 11.30.24		
21	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	X	EXTERNAL CTE HCCTS	Westminster Ave.	ALSO ADVANCED BEAUTY COLLEGE	09.01.22 - 06.30.2024; Currently month-to-month		
22	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X		HCCS ONLY	Euclid St.		10.09.23 - 02.28.25		
23	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X	HCCTS	Grand Ave.	CTE SITE	07.01.23 - 06.30.27		
24	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X		HCCS ONLY	Hemlock St.		7.01.23 - 06.30.25		
25	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X		HCCS ONLY	Foothill Farm		10.01.23 - 09.30.25		
26	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X		HCCS ONLY	Hillsdale Blvd.	COMBINED INTO ONE ADDRESS.	08.03.22 - 09.30.27		
27	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	**X**	HCCS ONLY	Hillsdale Blvd.		08.03.22 - 09.30.27		**NONE**
28	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X		HCCS & CICA	Howe Ave.		08.01.17 - 03.31.27		**715**
29	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	**X**	HCCS ONLY	Hurley Way		07.16.21 - 07.15.24; Currently month-to-month		**NONE**
30	Industrial Pkwy.	8180 Industrial Pkwy, Sacramento, CA 95824	X	X	INTERNAL CTE HCCTS	Industrial Pkwy.	CTE SITE	07.01.18 - 09.30.28		
31	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X	CICA ONLY	Jackson Rd.		07.01.19 - Ongoing In effect unless terminated		
32	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X	CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.22 - 04.30.24		
33	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X	CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.22 - 04.30.24		
34	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X		HCCS ONLY	Larkspur Ln.		02.01.20 - 02.28.22; Currently month-to-month		
35	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X		HCCS ONLY	Fulton Ave.	COMBINED INTO ONE ADDRESS	07.01.23 - 06.30.26		
36	Maple	3301 37th Avenue, Sacramento, CA 95824	X		HCCS ONLY	37th Ave.		Month-to-month		
37	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X	HCCTS	Franklin Blvd.		08.15.16 - 06.30.28		
38	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X	HCCTS	Marconi Ave.		05.01.23 - 04.30.28		
39	Marysville	715 C Street, Marysville, CA 95901	X	X	HCCTS	C St.		07.01.19 - 06.30.28		
40	Marysville 2	1431 C St, Marysville, CA 95901	X		CLOSED	N/A	Email sent to TRUSD on January 14, 2025 regarding the closure of this site.	05.01.23 - 11.30.24		
41	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X		HCCS ONLY	Palm St.		04.01.18 - 06.30.24; Currently month-to-month		
42	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X		HCCS ONLY	Luce Ave.		11.01.21 - 06.30.24; Currently month-to-month		
43	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X		HCCS ONLY	Bruceville Rd.	COMBINED INTO ONE ADDRESS	01.01.22 - 09.30.25		
44	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	**X**	HCCS ONLY	Bruceville Rd.		09.01.22 - 12.31.25		**NONE**
45	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X		HCCS & CICA	Hayes Ave.	Scott Leaman visited the site as part of the TRUSD oversight for CICA.	7.01.23 - 06.30.25		**9**
46	O Street	1326 O Street, Sacramento, CA 95814	**X**	X	CICA ONLY	O St.		08.15.23 - 08.15.33	**NONE**	
47	Oak Park	2520 33rd St, Sacramento, CA 95817	X		HCCTS	33rd St.	CTE SITE	07.01.21 - 06.30.28		**267**
48	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X		HCCTS	Old Auburn Road	While the lease started in January 2024, instruction began in April 2024	01.01.24 - 12.31.28		**48**
49	Oxnard	328 West Third Street, Oxnard, CA 93030	X		HCCS ONLY	West Third St.		12.01.22 - 11.30.25		
50	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X		HCCS ONLY	South A St.		01.01.24 - 12.31.26		
51	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	**X**	X	CICA ONLY	Rosemont	WOMEN'S SHELTER	07.01.23 - 06.30.24; Currently month-to-month	**NONE**	
52	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X		HCCS ONLY	Rumrill Blvd.		07.01.22 - 06.30.27		
53	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	**X**		CICA ONLY	Seavey Circle	Scott Leaman visited the site as part of the TRUSD oversight for CICA.	10.24.17 - Present	**NONE**	**89**
54	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X		CLOSED	N/A	On June 17, 2024, TRUSD sent HCCTS a letter of concern regarding the South Lake Tahoe lease because HCCTS had a lease agreement but no teacher and no students enrolled. HCCTS sent TRUSD a letter on July 23, 2024, related to the South Lake Tahoe location.	12.01.23 - 11.30.24		
55	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X		HCCS ONLY	S St.		07.01.17 - 06.30.28		
56	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X	HCCTS	Todhunter Ave.		07.01.17 - 06.30.28		
57	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X		HCCS ONLY	Clark Ave.		09.01.21 - 09.30.24		
	Peacekeeper Way	3237 Peacekeeper Way, McClellan, CA 95652	X		HCCS ONLY	Peacekeeper Way	On June 5, 2024 an email was sent to Sharilyn Warta regarding Peacekeeper	11.22.24 - 2.22.28		
	Federico	1515 Sports Drive., Sacramento, CA 95834	X	X	EXTERNAL CTE HCCTS	Federico	NOT LISTED	01.13.23 - 06.30.25		
	Mixed	5950 Florin Rd., Sacramento, CA 95823	X	X	EXTERNAL CTE HCCTS	Mixed	NOT LISTED	06.22.22 - Present		
	Unitek	4330 Watt Ave., Sacramento, CA	X	X	EXTERNAL CTE HCCTS	Unitek	NOT LISTED	7.24.23 - Present		

Yellow means incorrect info submitted by HCCTS

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 21, 2025

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Peacekeeper Site Updates

Dear Ms. Warta,

On February 27, 2025, I met with you and the following attendees during the TRUSD/ HCCTS quarterly meeting:

- Sharilyn Warta, Project Manager
- Ryan DiGiulio, Chief Business Official
- Mayra Valdivia, Deputy Director
- Melissa Roberson, Director of Accountability

During this meeting, we discussed the situation at HCCS regarding our locations at McClellan Park and our move to Peacekeeper. I explained that the relocation from the McClellan 1 and McClellan 2 locations was necessary due to the expiration of our lease agreements, as Cal Fire was set to take over the previous space. MP Holdings LLC, the lessor, informed HCCTS of another available facility at 3237 Peacekeeper Way, Suite 202 McClellan Park, CA 95652, that we could utilize to accommodate our staff and students.

HCCTS requests TRUSD to approve the following:

- The temporary relocation of students from McClellan 1 & 2 to a new location located at 3237 Peacekeeper Way, Suite 204a McClellan Park, CA 95652
- The permanent relocation of students from McClellan 1 & 2 to 3237 Peacekeeper Way, Suite 202 McClellan Park, CA 95652

HCCTS requests TRUSD to determine if these relocations constitute a material revision to the charter. If so, HCCTS will work in collaboration with YM&C to draft the material revisions and send them to you for your consideration.

Attached below are the 30-day notices regarding McClellan 1 and McClellan 2 and the floor plan of the temporary space at the Peacekeeper site.

If you have any additional concerns, please do not hesitate to contact me.

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

NOTICE OF TERMINATION OF TENANCY

TO: Rich Henning
133 Grand Ave.
Sacramento, CA 95838

AND ALL OTHER PERSONS OR ENTITIES IN POSSESSION

NOTICE IS HEREBY GIVEN that your tenancy on the premises located at 3202 Palm Ave. Bldg. 826, Sacramento, California 95652is terminated at the end of the thirty (30) day period following service of this Notice on you, or April 18, 2025, (date at least 30 days after notice is served), whichever is later. You must vacate the premises on or before that date or you will be guilty of unlawful detention of the premises.

This Notice is given pursuant to the provisions of section 1946 of the California Civil Code.

If you fail to deliver up possession of the premises within the 30-day period, legal proceedings will commence against you to recover possession and to recover a judgment for treble damages for each day you hold possession beyond the 30-day period.

Rent in the amount of $1,824.00 is due and payable for the period April 1, 2025, through April 18, 2025.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Dated: March 17, 2025

Wanda Thompson

Vice President of Property Management

By: Wanda Thompson
Wanda Thompson

3140 Peacekeeper
McClellan, California 95652
(916) 965-7100

cc: FEDERAL EXPRESS OVERNIGHT DELIVERY AND FIRST CLASS MAIL

McCLELLAN
PARK

March 17, 2025

Highlands Community Charter School
Attn.: Rich Henning, Director of School Services
1333 Grand Ave.
Sacramento CA 95838

Delivered Via Certified Mail and Email: rich.henning@hccts.org

RE: 30 Day Termination Notice
Building 242, 5411 Luce Ave., McClellan CA

Dear Mr. Henning:

In accordance with the lease agreement for the above referenced location, please accept this letter as Landlords 30 Day Notice to Terminate per Section 25. Please ensure the building area is fully vacated by April 16, 2025.

You are a valued tenant in the Park and we look forward to future discussions.

Best,

Jennifer Lewis
Vice President Leasing & Property Management

3140 Peacekeeper Way | McClellan, California 95652
Main: (916) 965.7100 Cell: (916) 873.3005
jlewis@mcclellanpark.com
www.McClellanPark.com

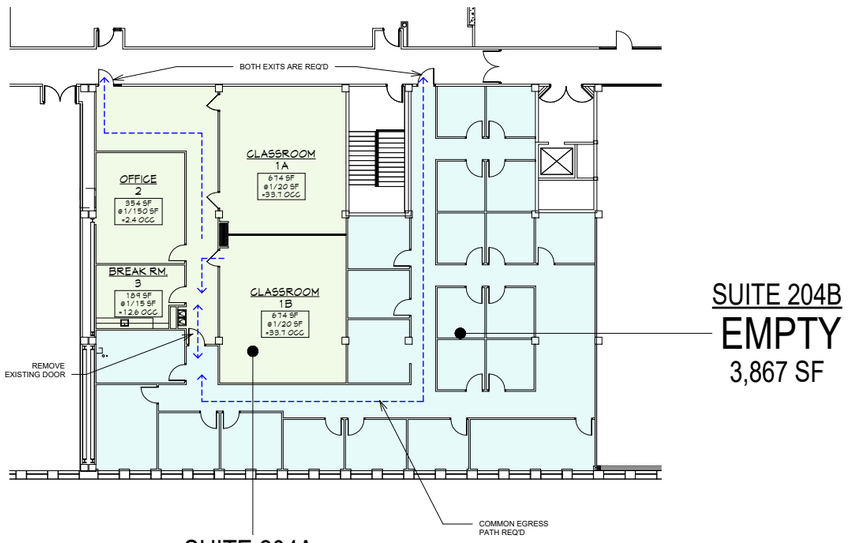

BUILDING 200 - SECOND FLOOR, SUITE 204

NORTH

SCALE: 1/16" = 1'-0" AT 11 x17

FEBRUARY 14, 2025

calpo hom & dong
ARCHITECTS
2120 20TH STREET, SUITE ONE
SACRAMENTO, CALIFORNIA 95818
TELE. 916.446.7741 FAX 916.446.0457

NOTE: AREAS ARE BASED ON ARCHITECT'S GRAPHICAL ESTIMATE. SPACES HAVE NOT BEEN FIELD VERIFIED.

TwinRivers
UNIFIED SCHOOL DISTRICT

Board of Trustees

Basim Elkarra
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Sharon Reichelt
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Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 23, 2025

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern/Request for Information - Site Location Discrepancies
TRUSD Reply to HCCTS' 02/27/25 Response

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with the approved HCCS and CICA Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and laws applicable to charter schools.

On October 3, 2024 the District sent a Notice of Concern/Request for Information regarding the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval". HCCTS responded to the District Notice on November 14, 2024. On January 22, 2025 the District replied to HCCTS' November 14 response.

HCCTS responded to the District's Reply during a meeting with the District on February 27, 2025, followed by email communication on that same date. Outlined below are the District's findings and additional actions required based on our analysis of HCCTS' past communications regarding this matter.

MOU Amendment No. 3 Discrepancies (Students Not Present Sites)

- HCCTS states that MOU Amendment No. 3 executed on January 11, 2024 ("MOU Amendment No. 3"), has incorrect information due to inadvertent data entry errors made by HCCTS staff at the time the amendment was drafted. Specifically, HCCTS represents that the following sites are non-student sites and that MOU Amendment No. 3 does not accurately reflect which charter schools operate at each site.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

Address	HCCTS Response
24th St. (Previously 24th (St. Anne's)), 7720 24th Street, Sacramento, CA 95832	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
Hurley Way (Previously Hurley), 3205 Hurley Way, Sacramento, CA 95864	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
Rosemont (Saint John's), 8401 Jackson Road, Sacramento, CA 95826	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Florin Rd, 3801 Florin Road, Suite 107, Sacramento, CA 95823	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Hillsdale Blvd. (Previously Hillsdale), 5655 Hillsdale Blvd, Sacramento, CA 95842	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
O Street, 1326 O Street, Sacramento CA 95814	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Bruceville Rd. (Previously North Laguna 2), 8211 Bruceville Rd, #115 and #125 Sacramento, CA 95823	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- Since the errors made regarding the seven (7) above-listed sites pertain to locations where students are not present, the District has determined that it is not necessary for HCCTS to submit a Material Revision request to address these changes. However, the District has determined that an amendment to MOU Amendment No. 3 will be needed to address these discrepancies.

Action Required:

- HCCTS needs to cooperate with the District in the amendment process and ensure that all sites/locations are accurate.

Address Correction

- HCCTS communicated that the College Oak (SALAM) street number of 4545 College Oak Drive is incorrect in the MOU Amendment NO 3 and explained that the lease lists 4541 College Oak Drive.

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- The District has determined that an amendment to MOU Amendment No. 3 will be needed to address this error.

Action Required:

- HCCTS needs to cooperate with the District in the amendment process and ensure that all sites/locations and addresses are accurate.

Closed Locations

- HCCTS has communicated that the following either (8) locations have been closed:

1. 12th Street, 701 12th Street, Suite 203, Sacramento CA 95814
2. ARI Elder Creek (ARI South) 6270 Elder Creek Road, Sacramento, CA 95824
3. ARI Sunrise (ARI North), 5750 Sunrise Blvd., #100 Citrus Heights, CA 95610
4. Bowling ,7171 Bowling Dr., #1120, Sacramento CA 95823
5. Lao Family – Oakland 2, 8480 Edes Ave., Oakland, CA 94621
6. Lao Family – Oakland, 2325 East 12th St., Oakland, CA 94601
7. Marysville 2, 1431 C St., Marysville, CA 95901
8. S. Lake Tahoe, 1041 Lyon Ave, South Lake Tahoe, CA 96150

District Findings:

- The above-listed locations were included in MOU Amendment No. 3 for CICA and/or HCCS and have been closed as outlined in past correspondence from HCCTS.

- No further action is required for the above-mentioned eight (8) locations.

MOU Amendment No. 3 Discrepancies (Students Present Sites)

- HCCTS states that MOU Amendment No. 3 has incorrect information due to inadvertent data entry errors made by HCCTS staff at the time the amendment was drafted. Specifically, HCCTS represents that the following sites are student sites, but the MOU Amendment No. 3 does not accurately reflect which charter schools operate at each site.

Address	HCCTS Response

33rd St. (Previously Oak Park), 2520 33rd St, Sacramento, CA 95817	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Hayes Ave. (Previously Norwood), 431 Hayes Avenue, Sacramento, CA 95838	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Howe Ave., 1111 Howe Avenue, Sacramento, CA 95825	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Old Auburn Rd. (Previously Old Auburn), 7817 Old Auburn Road, Citrus Heights, CA 95610	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Fair Oaks Blvd. (23X Studio and Wellness Center) (Previously Fair Oaks), 2310 Fair Oaks Blvd, Sacramento, CA 95825	This address is listed as an "Internal CTE Site", which HCCTS has indicated may be used by both CICA and HCCS students. This location is approved for HCCS students only.
Folsom Blvd., 10017 Folsom Blvd, Sacramento, CA 95827	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Marysville Blvd., (Previously Del Paso 2), 3730 Marysville Blvd., Sacramento CA 95838	HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.
SHRA – Marina Vista, 30 Seavey Circle, Sacramento, CA 95818	HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- Since the errors made regarding the eight (8) above-listed sites pertain to locations where students are present, the District requires evidence that the facilities were secured for the programs prior to January 2024.

Action Required:

- For the CICA sites excluded from MOU Amendment No. 3 where HCCTS represents students are present, provide fully executed copies of the lease agreement which lists CICA or HCCTS as the lessee. The District will review the documentation to see if the lease pre-dates the January 2024 MOU Amendment No. 3. Please note that lease agreements listing HCCS as the lessee for CICA sites will not be acceptable as that excludes CICA.

Non-Student Sites/Location Discrepancies

- HCCTS represents that the following sites are non-student sites and are utilized for both HCCS and CICA.
    - **9th Ave.** (Previously San Diego) 406 9th Avenue, Suite 310, San Diego, CA 92101
    - **American River Dr.** (Previously American River) 3600 American River Dr., # 280, Sacramento, CA 95864
    - **Arden Way** (Warehouse/Receiving) (Previously Arden) 901 Arden Way, Sacramento, CA 95815
    - **Boxwood St. (23X Studio) (Previously Arden 2)** 2260 Boxwood Street, Sacramento, CA 95815
    - **Capitol Mall,** 555 Capitol Mall, # 1275,725, 735, 550 Sacramento, CA 95814
    - **Edison Ave.,** 2300 Edison Ave., Sacramento CA 95821

District Findings:

- The District finds that the six (6) above- listed locations were not included in the MOU Amendment No. 3 for both CICA and HCCS.
- While the addition of a non-student site does not necessarily require a Material Revision of the HCCS or CICS Charter(s), MOU Amendment No. 3 clearly states "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
- The District finds that HCCTS did not comply with this MOU Amendment No. 3 requirement.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the above-listed non-student site changes, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the locations. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

External CTE Programs: No Facility Use

- HCCTS represents that the following locations are "External CTE sites" where HCCTS partners with outside organizations at the partner's locations to provide CTE programs for HCCS and CICA students. These External CTE locations/partners include:
    - **Federico Beauty Institute** - 1515 Sports Drive, Sacramento 95834
    - **Mixed Institute of Cosmetology & Barber** - 5950 Florin Rd., Sacramento, CA 95823
    - **Unitek College** - 4330 Watt Ave., Sacramento, CA 95660

District Findings:

- **Federico Beauty Institute**
  - The MOU is between HCCTS and the Federico Beauty Institute.
  - The MOU has no mention of any facility use. It states that the purpose of the MOU is to document the arrangement and agreement between parties regarding ***educational services*** provided to HIGHLANDS' students by FEDERIC…
  - The MOU is missing the date of Murdock Smith's signature.

- **Mixed Institute of Cosmetology & Barber**
  - The MOU is between HCCTS and the MIXED Institute.
  - The MOU has no mention of any facility use. It states that the parties desire to enter into the MOU to document the arrangement between the parties regarding "educational services provided to Highlands' students…"

- **Unitek College**
  - The MOU is between HCCS and Unitek, which excludes CICA.
  - The MOU says it is effective as of the dates of the last signature, but HCCTS did not provide the District with a fully executive copy of the MOU as it is missing one of the dates for a signatory.
  - The MOU does not mention any facility use which the District takes this to mean it is an arrangement for educational services only.

Action Required:

- **Federico Beauty Institute**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.
  - HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.
  - HCCTS should provide a copy of the fully executed MOU, which includes the date with Mr. Smith's signature.

- **Mixed Institute of Cosmetology & Barber**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.
  - HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.

- **Unitek College**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.

- HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.
- The MOU should be updated to include CICA students as the current agreement is with HCCS, excluding CICA.
- Provide the District with a fully executive copy of the MOU.

External CTE Programs: Facility Use Agreement

- HCCTS represents that the following locations are "External CTE sites" where HCCTS partners with outside organizations at the partner's locations to provide CTE programs for HCCS and CICA students. These External CTE locations/partners include:
  - **Asher College** - 1215 Howe Ave., # 101, Sacramento, CA 95834
  - **Advance Beauty College** - 10121 Westminster Ave., Garden Grove, CA 92843

District Findings:

- **Asher College**
  - The MOU is between Highlands Community Charter School and the Landlord. This excludes operations for CICA at the location.
  - The District has reviewed the Enrollment Reports for CICA for the 2024-25 school year and found evidence that CICA students are enrolled at the 1215 Howe Avenue location.
  - MOU Amendment No. 3 clearly states "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
  - The District finds that HCCTS did not comply with the terms of MOU Amendment No. 3.

- **Advance Beauty College**
  - The MOU is between Highlands Community Charter School and the Landlord. This excludes operations for CICA at the location.
  - The District has reviewed the Enrollment Reports for CICA for the 2024-25 school year and noted that there are currently no CICA students enrolled at the "Westminster" location. Therefore, CICA has not violated the terms of the MOU Amendment No. 3 for this location.
  - The District finds that this location does not fit the description provided by HCCTS for "External CTE" programs. The MOU states that use of the property is for *"...sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs"*. The District interprets this to mean that HCCTS is providing instruction at the location and that it is therefore not an "External" program.

Action Required:

- **Asher College**
  - To prevent further corrective actions, the District requires that HCCTS submit a written request, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the locations. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.
  - HCCTS should remove this location as a "External CTE" program for two reasons:
    - HCCTS states that External CTE programs are available to both CICA and HCCS students. This location is not approved for CICA.
    - The MOU states that the Charter school has agreed to a "joint-use" agreement which indicates that HCCTS is providing instruction at the location and therefore excludes the location as an "External" program.

- **Advance Beauty College**
  - If HCCTS desires to add this as a location for CICA, HCCTS must follow the terms of the MOU and submit *a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
  - HCCTS should remove this location as a "External CTE" program for two reasons:
    - HCCTS states that External CTE programs are available to both CICA and HCCS students. This location is not approved for CICA.
    - HCCTS is providing instruction at the location and therefore excludes the location as an "External" program.

Combined Folsom Locations

- HCCTS represents that they added a location at 10013 Folsom Blvd, Sacramento CA and "combined" this new facility with the existing facility at 10017 Folsom Blvd., Sacramento CA when the Folsom 2 location at 9555 Folsom Blvd, Sacramento, CA 95827 was closed.
- HCCTS enrollment reports show that students are present at this site used for both HCCS' and CICA's education program operations.

District Findings:

- The District finds that this change in location was no approved prior to establishment of operations.
- While the expansion to a building on the same lot as an existing, approved site does not necessarily require a Material Revision, MOU Amendment No. 3 clearly states: "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information*

regarding the proposed change(s)..." This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"

- The District finds that HCCTS did not comply with the terms of MOU Amendment No. 3.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the above-listed change, including relevant background information regarding the change, lease agreements, budgetary documentation, and a description of the operations established at the location(s). Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

Combined Locations at Same Address

- HCCTS indicated that they are combining the two Auburn locations at 4441 Auburn Blvd., Sacramento CA into a single location.
- HCCTS indicated that they are combining the locations at 555 Capitol Mall, Sacramento, CA into a single location.
- HCCTS indicated that they are combining the locations at 8211 Bruceville Road, Sacramento, CA into a single location.
- HCCTS indicated that they are combining the locations at 5655 Hillsdale, Blvd., Sacramento CA into a single location.

District Findings:

- The District will allow the above-listed changes since it is our understanding that these are not new sites, but combining multiple suites and/or building numbers at the same physical address.
- This change will need to be reflected/clarified as part of the future Amendment to the MOU.
- No immediate further action required at this time.

Combined Fulton Ave. Locations

- HCCTS represents that they wish to combine the location at 1100 Fulton Ave., Sacramento CA with the location at 1050 Fulton Ave., Sacramento CA into a single site.

District Findings:

- While these two sites are located very close to each other, they are not on the same property or in the same building.

Action Required:

- HCCTS needs to submit a written request for approval of this change, including relevant background information regarding the changes, lease agreements, budgetary

documentation, and a description of the operations established at the combined site. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

Combined Edison Avenue with Fair Oaks Blvd.

- HCCTS indicates they wish to combine the Edison (St. Matthew's) location at 2300 Edison Ave., Sacramento, CA with the Fair Oaks location at 2310 Fair Oaks Blvd., Sacramento, CA 95821.

District Findings:

- According to an online map search, these two addresses are approximately 4 miles apart.
- The District does not agree with this change and will keep the addresses separate.

Action Required:

- HCCTS should not combine the two sites in any documentation or communications.
- HCCTS should update this change with the HCCTS Board of Trustees to ensure the Board has up-to-date and accurate information regarding the sites that HCCTS oversees.

"Replacement" Sites – McClellan and McClellan 2 Sites

- HCCS has ceased operations at 3144 Palm St., McClellan Park, CA 95652 and has relocated to 3237 Peacekeeper Way, McClellan Park, CA 95652.
- HCCTS has stated that they do not consider this a "new" location as the lessor, McClellan Park would not renew the lease.
- HCCTS represents that the change does not require the organization to follow the process outlined in MOU Amendment No. 3 to add a facility as they consider this a "replacement" facility.
- Similarly, HCCTS has stated that the McClellan Park lessors are not renewing the lease at 5411 Luce Ave., McClellan Park, CA 95652 and that the organization is planning to relocate this site to another location (not yet determined/identified). HCCTS represents that they will also consider this change a "replacement" facility.

District Findings:

- The MOU Amendment No. 3 includes both of the following HCCS sites:
  - **McClellan** - 3144 Palm Street, Building 826, McClellan Park, CA 95652
  - **McClellan 2** - 5411 Luce Ave, Unit 242, McClellan, CA 95652
- The District finds that the change to the 3237 Peacekeeper Way, McClellan Park, CA 95652. location was not approved prior to establishment of operations.
- The term "replacement" facility is not used in Education Code or the MOU Amendment No. 3.
- The situation described by HCCTS is addressed in the MOU Amendment No. 3 by the following statement: "If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary

documentation, and a description of the operations to be established at the location(s)." This is necessary for the District to determine "whether the proposed change(s) constitutes a material revision requiring District Board approval."
The MOU Amendment No. 3 obligations referenced above, expressly applies to a situation where HCCTS is moving any of its existing location(s).

- The District finds that HCCTS did not comply with this the terms of MOU Amendment No. 3 requirements when establishing operations at the 3237 Peacekeeper Way site.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the 3237 Peacekeeper Way, McClellan Park location, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the location. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve this change.
- Comply with the terms of the MOU Amendment No. 3 regarding moving the current McClellan 2/Luce Ave. site to any new location, including the referenced new Peacekeeper location.

Proposed for Closing

HCCTS has indicated that the following locations are "proposed" for closing.

1. El Camino, 4813 El Camino Ave., Suites A and B, Carmichael, CA 95608
2. Fair Oaks 2, 6110 Fair Oaks Blvd., Unit A, Carmichael CA 95608

Action Required:

- Please inform the District at least 30-days before the final date of operations.
- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the sites to be closed will now be housed/enrolled and include information about how students will be accommodated at that existing site(s).
- Provide Board agenda/minutes indicating the closure were approved by the HCCTS Board.

Please provide the information and records responsive to this request by **5:00 PM on Friday, May 23, 2025**. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:

TRUSD Notice of Concern/Request for Information dated October 16, 2024
HCCTS Response dated November 14, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

Exhibit D

Violation of Law: 2023-24 Annual Audit Report

From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:32:19 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Friday, November 22, 2024 5:08 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652

Mailing address:
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From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

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Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, November 22, 2024 2:11 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

CAUTION! This email originated from outside the California Department of Education. Be careful of links and attachments.

Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
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(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, November 21, 2024 2:29 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>
Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

11/20/24

Subject: HCCTS Audit Extension Request

Dear Kate Ingersoll,

Due to the number of active audit engagements and requests being fielded by our office we would like for formally request a 30-day extension to our December 15th deadline for the submission of our 2023-2024 audit report. We will continue to work with our Independent audit firm, Edie Bailly, to ensure the timeliness of this report.

Thank you for your consideration.

Sincerely,

Matthew Lemos, Chief Business Official

From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:35:02 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

On Tue, Jan 14, 2025 at 8:36 AM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Thank you, Kate.
>
> As I receive updates from our auditors, I will be sure to notify you as well.
>
> On Mon, Jan 13, 2025 at 7:34 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hi Matthew,
> >
> > The extension request for an additional 30 days (through 2-15-25) is approved. Thank you.
> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services

Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
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Sent: Monday, January 13, 2025 7:20 PM
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Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I met with our audit team at Edie Bailly, and they informed me they are done re-reviewing our FY23 data and are still about 2 weeks out from having our FY24 report ready. I would like to request an extension until February 15th to ensure they have the bandwidth to complete the report properly. I can also write an additional letter if needed.

My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
>
> Thank you! I will make a note in our database.
>
> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800

Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

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Sent: Friday, November 22, 2024 5:08 PM
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Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
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Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

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Sent: Friday, November 22, 2024 2:11 PM
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Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

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Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
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Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
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Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:58:38 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, February 21, 2025 10:08 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Report Suspicious

Kate,

I spoke with the senior auditor on the engagement last night; he informed me that due to unforeseen turnover at their national office, it had been delayed until next week. I have been and will continue to check in with them daily for any updates, but the promise given to me was next Friday at the latest.

On Fri, Feb 21, 2025 at 9:15 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

Good morning,

I am checking in on the ETA for HCCTS's 23-24 Independent Audit report. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:

3222 Winona Way, North Highlands, CA 95660

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

On Tue, Jan 14, 2025 at 8:36 AM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Thank you, Kate.
>
> As I receive updates from our auditors, I will be sure to notify you as well.
>
> On Mon, Jan 13, 2025 at 7:34 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hi Matthew,
> >
> > The extension request for an additional 30 days (through 2-15-25) is approved. Thank you.
> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services
> > Twin Rivers Unified School District
> >
> > *Physical address:*
> > 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> > *Mailing address:*
> > 3222 Winona Way, North Highlands, CA 95660
> >
> > KATE.INGERSOLL@TRUSD.NET

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Monday, January 13, 2025 7:20 PM
To: LEAAudits <LEAAudits@cde.ca.gov>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I met with our audit team at Edie Bailly, and they informed me they are done re-reviewing our FY23 data and are still about 2 weeks out from having our FY24 report ready. I would like to request an extension until February 15th to ensure they have the bandwidth to complete the report properly. I can also write an additional letter if needed.

My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
>
> Thank you! I will make a note in our database.
>
> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800
> Sacramento, CA 95814
> Phone: 916-323-6028
> Fax: 916-327-6157
> tholmes@cde.ca.gov
> https://www.cde.ca.gov/
> https://www.cde.ca.gov/fg/au/ag/
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Friday, November 22, 2024 5:08 PM

To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

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From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, November 22, 2024 2:11 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

CAUTION! This email originated from outside the California Department of Education. Be careful of links and attachments.

Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652

Mailing address:
3222 Winona Way, North Highlands, CA 95660

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, November 21, 2024 2:29 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>
Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 8:58:59 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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(916) 566-1600 ext. 31112

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, February 27, 2025 1:52 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Jonathan Clement <Jclement@eidebailly.com>
Subject: HCCTS 23-24 Audit

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Kate,

We received an update from the audit team that our draft is expected to be ready tomorrow.

I have included Jonathan Clement, Senior Manager, in our engagement in this thread to provide direct updates.
--

Matthew Lemos
Chief Business Official

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 8:59:31 AM
Attachments: [redacted]

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Jonathan Clement <jclement@eidebailly.com>
Sent: Friday, February 28, 2025 8:43 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>
Subject: Re: HCCTS 23-24 Audit

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Hello,

@Matthew Lemos thank you for adding me to the update.

As previously mentioned by Matthew, our target was to have a draft by today (2/28), and unfortunately, we will not meet that deadline. The Highlands team has provided us with all of our final requests; however it has taken more time that anticipated to finalize everything on our end. For a realistic timeline, we can expect to have a draft Tuesday or Wednesday next week and final issuance shortly after that.

I appreciate all of your patience and consideration as we work to finalize the report. If anything is

needed please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

T 909.755.2756

C 818.425.2386

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Connect with me on LinkedIn

www.linkedin.com/in/jonathanclementcpa



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eidebailly.com

Independent member of HLB – the global advisory and accounting network.

From: Bill McGuire <bill.mcguire@hccts.org>
Sent: Thursday, February 27, 2025 4:06 PM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <jclement@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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I talked to Jerry Simmons from YMC this afternoon, and they have not gotten their letter to the auditors yet, as it is still being reviewed.

Thanks
Bill

On Thu, Feb 27, 2025 at 1:52 PM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Kate,
>
> We received an update from the audit team that our draft is expected to be ready tomorrow.
>
> I have included Jonathan Clement, Senior Manager, in our engagement in this thread to provide direct updates.
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> **Matthew Lemos**
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> *Chief Business Official*
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> **W:** hccts.org

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--

Bill McGuire

Executive Director

A: 555 Capitol Mall, Suite 550, Sacramento, CA 95814

P: 916.844.2283

W: hccts.org

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 9:00:31 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
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(916) 566-1600 ext. 31112

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From: Jonathan Clement <jclement@eidebailly.com>
Sent: Friday, March 14, 2025 9:07 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Scott Gustafsson <sgustafsson@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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Kate,

I hope this finds you well!

In wanting to keep you updated regarding the 23-24 audit status, the process has taken longer than expected, which is on our end, and Highland has been doing everything they can to assists us during this process. With all the additional external reviews that are still on-going for HCCTS, we are required to consider the impact these reviews have and consult with our National Office and we are working to navigate that process as efficiently as possible. Thank you for your patience with the delay on the audit and we expect to have this completed before the end of the month.

If there are any questions or if anything is needed, please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

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Independent member of HLB – the global advisory and accounting network.

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, February 28, 2025 8:56 AM
To: Jonathan Clement <jclement@eidebailly.com>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>
Subject: RE: HCCTS 23-24 Audit

You don't often get email from kate.ingersoll@trusd.net. Learn why this is important

Thank you for the update.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
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I appreciate all of your patience and consideration as we work to finalize the report. If anything is needed please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

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To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <jclement@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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>
> **Matthew Lemos**



Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838

C: 916-937-1719

W: hccts.org



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Bill McGuire

Executive Director

A: 555 Capitol Mall, Suite 550, Sacramento, CA 95814

P: 916.844.2283

W: hccts.org



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Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 19, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Request for Information – Independent Financial Audit Report

Dear Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to the "end of the month", which the District interprets this to mean March 31, 2025. The District notes the extenuating circumstances, involving multiple audits, which are undoubtably impacting this report and therefore grants this extension request.

Please note any further extensions will not be granted as the report will be more than three (3) months overdue.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than March 31, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 7, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern– 2023-24 Independent Financial Audit Report

Dear. Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On March 19, 2025 the District sent a request for information regarding the 2023-24 independent financial audit report. California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to March 31, 2025. In the District's March 19 letter, HCCTS was notified that any additional extensions would not be granted.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

As of the date of this letter, the District has not received the 2023-24 independent financial report. HCCTS must comply with the action outlined below to prevent further, corrective actions.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than April 18, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure:
District Letter dated March 19, 2025

cc:
Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent, School Leadership, marci.bernard@trusd.net

From: Kate.Ingersoll
To: Matthew Lemos
Cc: Ryan.DiGiulio; Terrie.Rhodes; Bill McGuire; Mark Lutgen; Vireak Chheng; Kat Michiels; Sharilyn.Warta; Melissa Roberson; Diana Gonsalves
Subject: RE: HCCTS - ADA Corrections 22-23
Date: Thursday, April 17, 2025 11:15:44 AM
Attachments: image001.png

Hello Matthew,

TRUSD has CICA & HCC's 22-23 P-2 Corrections for AN R3 to certify and move forward to SCOE and then CDE.

I have agreed the CDE PADC to the Attendance Summary reports. Additionally for CICA, I have confirmed the ADA reduction for the Independent Study ratio excess. All items agree to supporting reports. TRUSD will move both CICA & HCC's 22-23 P-2 Corrections for AN R3 forward to SCOE.

I know CDE does not require a P1 ADA revision but what about PAnnual for 22-23?

When should we except the 23-24 ADA revisions and also 24-25's P2 ADA. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Monday, April 14, 2025 8:39 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Terrie.Rhodes <Terrie.Rhodes@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Mark Lutgen <mark.lutgen@hccts.org>; Vireak Chheng <vchheng@charterimpact.com>; Kat Michiels <kmichiels@charterimpact.com>; Sharilyn.Warta <Sharilyn.Warta@trusd.net>; Melissa Roberson <melissa.roberson@hccts.org>; Diana Gonsalves

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 21, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC - 2023-24 Independent Financial Audit Report

Dear Mr. DiGiulio,

On April 7, 2025, HCCTS received a notice of concern regarding the independent financial audit report for the 2023-24 school year.
HCCTS is fully committed to completing and submitting the audit report as quickly as possible.

In March 2025, the State Controller's Office began a review of Eide Bailly's 2022-23 HCCTS Audit, and for this reason, HCCTS's independent financial audit report was paused.

In April 2025, Eide Bailly resumed the final review of workpapers and the final drafting of the report following the recommendations of the State Controller's Office and the State Auditor's Office.

Based on Eide Bailly's timeline, a final draft will be available by the end of next week, with final review and approvals completed during the week of April 28th. Upon receipt of the final draft, we will submit it to TRUSD no later than May 5, 2025.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Board of Trustees

Basim Elkarra
President

Stacey Bastian
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Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 24, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern– 2023-24 Independent Financial Audit Report, May Extension

Dear. Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On March 19, 2025 the District sent a request for information regarding the 2023-24 independent financial audit report. California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to March 31, 2025.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

When HCCTS missed the March 31 deadline, the District sent a follow-up Notice of Concern dated April 7, 2025, which outlined a deadline of April 18, 2025. On April 21, 2025 HCCTS sent the enclosed letter which provided an update on the progress made towards finalizing the 2023-24 audit report. In the April 21 letter, HCCTS explained that in March the State Controller's Office began a review of Eide Bailly's 2022-23 HCCTS Audit, which resulted in a pause of progress. HCCTS explained that Eide Bailly resumed the review in April and informed the District that the final draft would be submitted to the District no later than May 5, 2025.

The District appreciates the update and the summary of actions taken by Eide Bailly and the State Controller's Office. Considering that the HCCS is waiting on an auditor the District agrees to further extend the deadline to May 5, 2025.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than May 5, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure:
District Letter dated March 19, 2025
District Letter dated April 7, 2025
HCCTS Letter dated April 21, 2025

cc:
Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent, School Leadership, marci.bernard@trusd.net

From: Matthew Lemos
To: Jonathan Clement
Cc: Kate.Ingersoll; Melissa Roberson; Bill McGuire; Sharilyn.Warta
Subject: Re: HCCTS Audit Update
Date: Thursday, May 22, 2025 9:45:52 AM

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Report Suspicious

Thank you for the update, Jonathan.

On Thu, May 22, 2025 at 9:31 AM Jonathan Clement <jclement@eidebailly.com> wrote:

> Matthew,
>
> I hope this finds you well!
>
> I wanted to give an update as the date unfortunately keeps moving. Currently the report is under review with our national office, and we expect that to be back to us this week. Once we hear back from our National office, it will take a day to wrap everything up, although it could change, I am anticipating an issue date by the end of next week (May 30).
>
> Thank you for your patience as we work to get this report wrapped up and issued.
>
> Best,
>
> **Jonathan Clement, CPA**
> Senior Manager
> Eide Bailly LLP
> 10681 Foothill Blvd., Ste. 300
> Rancho Cucamonga, CA 91730-3831
>
> C 818.425.2386 | T 909.755.2756Z
>
> What inspires you, inspires us.
> eidebailly.com
>
> *Independent member of HLB – the global advisory and accounting network.*
>
> ---
>
> **From:** Matthew Lemos <matthew.lemos@hccts.org>
> **Sent:** Friday, May 9, 2025 9:31 AM

To: Jonathan Clement <jclement@eidebailly.com>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Melissa Roberson <melissa.roberson@hccts.org>; Bill McGuire <bill.mcguire@hccts.org>; Sharilyn.Warta <sharilyn.warta@trusd.net>
Subject: HCCTS Audit Update

Caution! External Sender: This email originated from outside of the firm. Please Note: Email from 'known' contacts could still be dangerous. Never click links or open attachments without separately verifying with the sender using alternative means

Jonathan,

We have not received our 23-24 audit yet. Can you please provide an updated timeline for our authorizers at TRUSD who are included in this email?

Thank you sir.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719

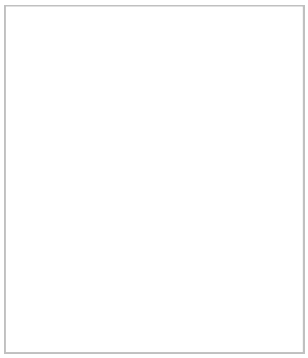

W: hccts.org



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From: Kate.Ingersoll
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:17:44 AM

Good morning Shari,

FYI update since you are not on the emails below.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, May 30, 2025 3:41 PM
To: Keith Smith <KSmith@cde.ca.gov>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; LEAAudits <leaaudits@cde.ca.gov>; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <Jclement@eidebailly.com>; Melissa Roberson <melissa.roberson@hccts.org>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Adding in Jonathan Clement at Eide Bailly who is competing in our independent audit.

Jonathan, can you please provide an update here?

Matthew Lemos
Chief Business Official



A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org



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On Fri, May 30, 2025 at 12:33 PM Keith Smith <KSmith@cde.ca.gov> wrote:

> Hello Kate,
>
> We are expecting the HCCTS K-12 Audit Report sometime today. Please confirm when it will be submitted.
>
> Thanks,
> Keith
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Thursday, May 22, 2025 10:42 AM
> **To:** Keith Smith <KSmith@cde.ca.gov>; LEAAudits <LEAAudits@cde.ca.gov>
> **Cc:** Matthew Lemos <matthew.lemos@hccts.org>; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
> **Subject:** RE: [EXTERNAL] FW: HCCTS Audit Extension Request
>
> Hello CDE,
>
> Per email attached from HCCTS's auditors, the 6-30-24 Independent Audit report should be issued by the end of the month.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Thursday, May 15, 2025 5:25 PM
To: Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Unfortunately not. Please see email received today from their auditors (attached). TRUSD will respond with a formal letter to HCCTS. I'll keep you posted.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Keith Smith <KSmith@cde.ca.gov>
Sent: Thursday, May 15, 2025 3:30 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

Thanks for the voice message and the email update. Are we still on track for delivery of the audit report by tomorrow.

Thanks for your assistance.
Keith

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Monday, May 12, 2025 10:03 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Good morning,

HCCTS and TRUSD received the draft on Friday. HCCTS's auditors say (via email) that the final report will be issued by May 15th. The auditors should have the report to all of the required entities by the end of the week.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, May 9, 2025 3:23 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Katie,

Just checking to see if there is a new status update on HCCTS FY 2023-24 audit report. The extension was granted until Monday, May 5th, 2025, and we (CDE) have not received it.

Please let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, April 25, 2025 9:36 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello CDE,

The following letter was emailed to HCCTS from TRUSD on 4-24-25 at 1:17 PM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary

achievement every day.

From: Kate.Ingersoll
Sent: Monday, April 7, 2025 2:32 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello CDE,

The following letter was emailed to HCCTS from TRUSD on 4-7-25 at 12:17 PM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, March 19, 2025 1:48 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

The following letter was emailed to HCCTS from TRUSD on 3-19-25 at 11:28 AM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Tuesday, March 18, 2025 1:07 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

Thank you for your quick response! Another question, do you know if the reason for the delay is due to the auditor and/or HCCTS? In an email from Matthew Lemos on February 21, he states there was unforeseen turnover at the national office and the audit was delayed for a week. Just wanted to find out if that is still the same reason their audit report is delayed.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800

Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Tuesday, March 18, 2025 10:24 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Tonya,

There is not one yet. Another extension has been requested by HCCTS. TRUSD is currently reviewing to respond to the extension request. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Tuesday, March 18, 2025 10:21 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>

Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Good morning everyone,

My name is Tonya Holmes, and I work in the Categorical Allocations and Audit Resolution Office at the California Department of Education. Do we have an update on the FY 2023-24 audit report for Highlands Community Charter and Technical Schools? Do we have a date as to when it's expected to be completed?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, February 21, 2025 10:18 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Thank you for the update.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, February 21, 2025 10:08 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with the senior auditor on the engagement last night; he informed me that due to unforeseen turnover at their national office, it had been delayed until next week. I have been and will continue to check in with them daily for any updates, but the promise given to me was next Friday at the latest.

On Fri, Feb 21, 2025 at 9:15 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> Good morning,
>
> I am checking in on the ETA for HCCTS's 23-24 Independent Audit report. Thank you.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660
>
> KATE.INGERSOLL@TRUSD.NET
> (916) 566-1600 ext. 31112
>
> *Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

On Tue, Jan 14, 2025 at 8:36 AM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Thank you, Kate.
>
> As I receive updates from our auditors, I will be sure to notify you as well.
>
> On Mon, Jan 13, 2025 at 7:34 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hi Matthew,
> >
> > The extension request for an additional 30 days (through 2-15-25) is approved. Thank you.
> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services
> > Twin Rivers Unified School District
> >
> > *Physical address:*
> > 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> > *Mailing address:*
> > 3222 Winona Way, North Highlands, CA 95660
> >
> > *KATE.INGERSOLL@TRUSD.NET*
> > (916) 566-1600 ext. 31112
> >
> > *Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*
> >
> > ---
> >
> > **From:** Matthew Lemos <matthew.lemos@hccts.org>
> > **Sent:** Monday, January 13, 2025 7:20 PM
> > **To:** LEAAudits <LEAAudits@cde.ca.gov>
> > **Cc:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
> > **Subject:** Re: [EXTERNAL] FW: HCCTS Audit Extension Request
> >
> > Kate,
> >
> > I met with our audit team at Edie Bailly, and they informed me they are done re-

reviewing our FY23 data and are still about 2 weeks out from having our FY24 report ready. I would like to request an extension until February 15th to ensure they have the bandwidth to complete the report properly. I can also write an additional letter if needed.

My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
>
> Thank you! I will make a note in our database.
>
> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800
> Sacramento, CA 95814
> Phone: 916-323-6028
> Fax: 916-327-6157
> tholmes@cde.ca.gov
> https://www.cde.ca.gov/
> https://www.cde.ca.gov/fg/au/ag/
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Friday, November 22, 2024 5:08 PM
> **To:** LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
> **Cc:** Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
> **Subject:** RE: [EXTERNAL] FW: HCCTS Audit Extension Request
>
> Hello,
>
> Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.
>
> Have a great weekend.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157

Exhibit E

Violation of law: Credential Misassignments, Instructional Minutes, WIOA Exclusive Partnership Agreement

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 24, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: CALPADS Reporting Errors 2023-24 TRUSD Reply to February 27, 2025 Response

Dear Ms. Carreon,

On March 24, 2025, HCCTS received a follow-up letter from TRUSD regarding CALPADS reporting errors and the two proposed options for our school type to be selected: change the school type to Adult Education, keep the adult education credentials, and receive adult education funding or keep the traditional K-12 school type, change the credential type to single subject or multi-subject teaching credentials for all teachers, and continue to receive K-12 funding.

HCCTS is a K-12 adult-serving charter school. HCCTS leadership is actively working on the process for our teachers to obtain single-subject or multiple-subject credentials. We are also hiring new teachers who currently hold the appropriate credentials required for K-12 adult-serving schools.

On April 3, 2025, HCCTS presented to the Board of Directors the academic calendar for the 2025-2026 school year. In the proposed calendar, the school will not be in session in July, allowing HCCTS teachers to initiate this process as soon as possible before the start of the 2025-2026 academic year.

HCCTS teachers are currently submitting their official transcripts to the credentialing team at HCCTS for review and evaluation. All teachers are required to submit transcripts by April 11, 2025. HCCTS will utilize the May professional development days on May 5-6, 2025, to make progress on teacher credentialing requirements for a K-12 Adult-serving charter school.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Board of Trustees

Basim Elkarra
President

Stacey E. Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 24, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

Re: CALPADS Reporting Errors 2023-24
TRUSD Reply to February 27, 2025 Response

As the authorizing entity for the Highlands Community Charter School ("HCCS") and the California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with the approved Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and compliance with laws applicable to charter schools.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this letter is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

By email correspondence from the Commission on Teacher Credentialing ("CTC") Assignment Monitoring Program dated December 23, 2024, the District was notified that all HCCTS' exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle would be reflected as *Misassigned* in the final data reported to the California Department of Education ("CDE"). On January 17, 2025 the District sent a notice to HCCTS outlining two options for your consideration to address CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS.

During a meeting between HCCTS and the District on February 27, 2025, HCCTS provided an 8-page response to the District's January 17 letter. Included in HCCTS' February 27 response was an email from Nancy Mora, Credential Technician, San Diego County Office of Education ("SDCOE") in which Ms. Mora stated that "single subject and multiple subject credentials: do not authorize teaching in an adult setting". The District has followed-up with the CTC and requested clarification surrounding HCCTS' credential reporting and the guidance HCCTS received from the SDCOE. Enclosed with this letter is CTC's response dated March 11, 2025, which specifically states that Ms. Mora's statement was not accurate.

While the District respects Ms. Mora's interpretation as a representative of the SDCOE, we defer to the CTC as the authority to make the final determination on credential monitoring outcomes.

On March 17, 2025 the District received a similar communication from HCCTS restating the information which was previously communicated regarding Ms. Mora from SDCOE.

As outlined in CTC's communication, HCCTS is out of compliance for both HCCS and CICA because the schools are on record with the California Department of Education ("CDE") as a traditional, K-12 school, which does not authorize an adult education teaching credential to be the teacher of record in a general education K-12 assignment. If a plan to address the compliance errors is not put into place, it may negatively impact HCCS' and CICA's standing with the District, potentially resulting in the need to take more elevated actions by the District which may include issuance of a Notice of Violation. Based on guidance we have received from the CTC, the District reiterates that we believe HCCTS should no longer continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders. As the Monitoring Authority, we request that you consider one of the options outlined below to address the CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS:

Option #1: Change the school type to Adult Education and adopt a traditional Adult Education Center program. This recommendation will allow HCCTS to retain many of its adult education teachers as long as they are assigned to courses their credential authorizes them to teach. The Charter School would also not be subject to the same monitoring process through CalSAAS.

Option #2: Keep the K-12 Traditional school type and ensure teaching staff are appropriately credentialed for the courses assigned. Options to correct a misassignment include: removing the educator from the assignment and replacing with an individual who is legally authorized, or have the educator apply for a document that authorizes the assignment, or legally authorize them via a Local Assignment Option, if applicable. This recommendation will require HCCTS to staff with fully credentialed teachers as very few of its teachers hold teaching credentials that authorize K-12 public school instruction.

Alternatively, HCCTS needs to provide the District with legal verification from CTC confirming that HCCTS' may continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders.

Information Request – Action Needed

- Provide a response indicating which of the above options, or other course of action HCCTS intends to implement and HCCTS' plan outlining actionable steps and implementation timelines.

Within ten (**10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above.

Sincerely,



Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District.

Enclosed:

Email from the CTC dated December 23, 2024
District Letter Dated January 17, 2025
HCCTS Reply Dated February 27, 2025
Email from the CTC dated March 11, 2025

cc: Twin Rivers Unified District Executive Cabinet
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 17, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/ Request for Information - Teacher Credentialing, Misassignments, Budget Reporting, and Academic Concerns TRUSD Requests regarding HCCTS' Response Dated October 24, 2024

Dear Ms. Carreon,

On February 28, 2025, HCCTS sent a letter to TRUSD to reaffirm our unique role as a K-12-funded and adult-serving institution. In our response, we provided supporting evidence that HCCTS continues to follow the teacher credentialing guidelines established by the San Diego County Office of Education (SDCOE) and the California Commission on Teacher Credentialing (CTC).

In the correspondence from Ms. Nancy Mora at SDCOE, it was clarified that HCCTS teachers must have adult education credentials. Single-subject credentials do not authorize teachers at HCCTS to teach adult students in a K-12 school. HCCTS requires all teachers to obtain the appropriate adult education teaching credentials as recommended by SDCOE and CTC.

HCCTS complies with AB 1374, and any future changes in the law-related credentialing will be met with full collaboration.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Commission on Teacher Credentialing

651 Bannon St., Suite 601 Sacramento, CA 95811 www.ctc.ca.gov
Certification Division

DATE: March 10, 2025

TO: Dr. Steven Martinez
Superintendent, Twin Rivers Unified School District

SUBJECT: Certificated Educator Assignment Expectations

Employers have a legal obligation to appropriately assign educators in certificated positions. Pursuant to Education Code §44830, "*The governing board of a school district shall employ for positions requiring certification qualifications, only persons who possess the qualifications for those positions prescribed by law.*" Education Code §47605 provides that teachers in charter schools must hold the Commission-issued document required for the teacher's certificated assignment, and the documents must be maintained on file at the charter school as they are subject to periodic inspection by the school's chartering authority. Education Code §44258.9 provides that assignments at a charter school are monitored by the school's chartering authority. Therefore, Twin Rivers Unified School District is the entity responsible for monitoring certificated educator assignments at Highlands Community Charter, California Innovative Career Academy, and nine other charter schools. Twin Rivers Unified School District's statutory responsibilities related to certificated educator assignments, include:

- Annually monitor educator assignments in the California Statewide Assignment Accountability System (CalSAAS)
- Year-round assignment review to assure any misassignments are corrected within 30 calendar days of identification
- Provide assistance and training to charter schools to ensure employees have appropriate credentials for their certificated positions
- Address complaints related to certificated educator misassignments

The California Department of Education (CDE) website confirms that Highlands Community Charter and California Innovative Career Academy are on record as K-12 public schools. A general education course in a K-12 school requires the educator to hold a Single Subject teaching credential, or comparable document, with an authorization that aligns with the content area. A K-12 assignment in which the educator teaches all or most subjects to the same group of students requires a Multiple Subject teaching credential. A Designated Subjects Adult Education teaching credential issued by the Commission does *not* authorize providing instruction in a K-12 setting, rather it authorizes the holder to provide instruction in the subject area on the credential in courses limited to adult education programs.

Data resulting from assignment monitoring within CalSAAS for the 2023-24 school year have identified misassigned educators at charter schools under Twin Rivers' authority, who do not hold a teaching credential legally authorizing them to provide instruction in the program in

which they were reported. Twin Rivers Unified School District must address these identified misassignments by ensuring that the educator is not serving in the same assignment for the 2024-25 school year. Options to correct a misassignment include: removing the educator from the assignment and replacing with an individual who is legally authorized, or have the educator apply for a document that authorizes the assignment, or legally authorize them via a Local Assignment Option, if applicable. Twin Rivers may contact the credential analyst at Sacramento County Office of Education for guidance related to appropriately assigning educators.

Erin Skubal, Director
Certification Division

TRUSD Letter 03102025

Final Audit Report 2025-03-11

Created:	2025-03-11
By:	Ann Harris (AHarris@ctc.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq4fcCgNE3A7l-agixpyErvZQW3Lg9GXf

"TRUSD Letter 03102025" History

Document created by Ann Harris (AHarris@ctc.ca.gov)
2025-03-11 - 4:06:37 AM GMT

Document emailed to Erin Skubal (eskubal@ctc.ca.gov) for signature
2025-03-11 - 4:06:41 AM GMT

Email viewed by Erin Skubal (eskubal@ctc.ca.gov)
2025-03-11 - 3:59:54 PM GMT

Document e-signed by Erin Skubal (eskubal@ctc.ca.gov)
Signature Date: 2025-03-11 - 4:00:12 PM GMT - Time Source: server

Agreement completed.
2025-03-11 - 4:00:12 PM GMT

Adobe Acrobat Sign

From: COEassignment
To: Gina.Carreon
Cc: Sharilyn.Warta; Layle.Bojanski
Subject: RE: CalSAAS Assignment Monitoring Data for Twin Rivers Unified
Date: Tuesday, March 11, 2025 8:01:14 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Good Morning Gina Carreón,

The credential required for a certificated educator assignment is dependent on the setting, subject area, and student population. Credentials issued by the Commission are designed for specific settings, for example general education, career technical education or vocational, special education, child development, adult education, etc.

- A currently issued **Single Subject** teaching credential authorizes the holder to teach the subject listed on their document in departmentalized classes in grades 12 and below, including preschool, and in classes organized primarily for adults.
- A currently issued **Multiple Subject** teaching credential authorizes the holder to teach all subjects in a self-contained class in grades 12 and below, including preschool, and in classes organized primarily for adults.
- A currently issued **Designated Subjects Adult Education** teaching credential authorizes the holder to teach the subject area listed on the document in classes organized for adults. This credential does not authorize the holder to teach general education K-12 classes.

The email from San Diego County Office of Education states that "single subject and multiple subject credentials: do not authorize teaching in an adult setting". However, that is not accurate. While the credential was not designed *only* for providing instruction in an adult setting like the Designated Subjects Adult Education teaching credential, both the Multiple Subject and Single Subject teaching credentials authorize teaching in classes for adults in the respective classroom settings as provided above. This is clarified on the Adult Education webpage on the Commission's public website.

Additionally, the email provides that the holder of a preliminary Adult Education teaching credential with Elementary and Secondary Basic Skills (ESBS) authorization is authorized to teach Math in an adult setting. However, this document authorizes the holder to teach elementary/remedial level arithmetic and reading (content designed for grades 1-8), individual high school learning lab/GED/contract class settings, and citizenship, in an adult class. It does not authorize teaching specific subject area courses, such as a higher level math class. This information can be found on the Adult Education FAQs webpage on the Commission's public website.

Both Highlands Community Charter and California Innovative Career Academy have been reporting to the California Department of Education (CDE) that the schools are traditional, K-12 schools, serving students in grades K-12. Therefore, the monitoring of certificated educator assignments reported in CALPADS for these two schools have been assessed in accordance with the requirements for all other K-12 public schools. An Adult Education teaching credential does not authorize the holder to be the teacher of record in a general education K-12 assignment, as was reported in CALPADS. The finalized assignment data submitted to CDE reflects that all assignments reported by the LEA and Twin Rivers Unified as "CALPADS Error" are instead reflected as misassignments in the final data.

Thank you,

Assignment Monitoring Program
Commission on Teacher Credentialing

Supporting educators and stakeholders in serving California's students by upholding high standards for certification and providing excellent, timely, and accurate customer service.

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From: Gina.Carreon <Gina.Carreon@trusd.net>
Sent: Thursday, March 6, 2025 8:18 AM
To: COEassignment <COEassignment@ctc.ca.gov>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>; Layle.Bojanski <Layle.Bojanski@trusd.net>
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified

You don't often get email from gina.carreon@trusd.net. Learn why this is important

Good morning,

On December 23, 2024 the District received an email from COEassignment@ctc.ca.gov regarding "CalSAAS Assignment Monitoring Data for Twin Rivers Unified" specifically relating to Highlands Community Charter and Technical Schools (HCCTS). This email essentially notified us that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as Misassigned in the final data reported to the California Department of Education.

To follow-up with the CTC's December 23 email, we contacted HCCTS informing them that we are requiring them to address these errors. HCCTS is disputing the information provided in the your December 23 email. In their response, HCCTS sent us the enclosed letter and supporting documentation. It includes an email which HCCTS says was from Nancy Mora, Credentials Technician from San Diego County Office of Education. Ms. Mora provided guidance and included the CL-697B which contains an overview of AB 1374 regarding requirements for Adult Education Teaching Credentials.

Given the conflicting information provided to the District from HCCTS and Ms. Mora's interpretation of AB 1374, we are emailing to see if the CTC has any different guidance than originally provided on December 2023. We defer to the CTC as the authority to make the final determination on monitoring outcomes. This email is simply to confirm that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will still be reflected as misassignments.

Sincerely,

Gina Carreón
Gina Carreón, J.D.
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Phone: (916) 566-1600 ext.32114
Direct: (916) 566-1631
gina.carreon@trusd.net

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From: Gina.Carreon
To: COEassignment@ctc.ca.gov
Cc: Sharilyn.Warta; Layle.Bojanski
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified
Date: Thursday, March 6, 2025 8:17:50 AM
Attachments: 2025.02.27 HCCTS [redacted] Response Letter.pdf
image001.png
image002.png
image003.png
image004.png
image005.png

Good morning,

On December 23, 2024 the District received an email from COEassignment@ctc.ca.gov regarding "CalSAAS Assignment Monitoring Data for Twin Rivers Unified" specifically relating to Highlands Community Charter and Technical Schools (HCCTS). This email essentially notified us that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as Misassigned in the final data reported to the California Department of Education.

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Sincerely,

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Phone: (916) 566-1600 ext.32114
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TwinRivers
UNIFIED SCHOOL DISTRICT

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 27, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: HCCTS CALPADS Reporting Errors 2023-24

Dear Ms. Carreon,

On January 17, 2024, HCCTS received a letter from TRUSD regarding CALPADS errors for the 2023-2024 school year, along with two proposed options for our consideration: to change the school type to Adult Education and adopt a traditional Adult Education Center program or keep the K-12 Traditional school type.

HCCTS is categorically unique. While most schools fall under one category of traditional K-12 or Adult Education, HCCTS is definitively both. HCCTS is a K-12 school that serves adult students 22 years old and older. HCCTS will continue serving adult students as outlined in the HCCS and CICA charter petitions which were approved by TRUSD.

As it pertains to teacher credentialing, HCCTS has followed the recommendations of the San Diego County Office of Education (SDCOE) and the California Commission of Teaching Credentialing (CTC).

On October 20, 2023, Nancy Mora at SDCOE sent an email to the former Executive Director of HCCTS, Murdock Smith stating that:

- Single-subject and multiple-subject credentials do not authorize teaching in an adult setting
- Adult education credentials authorize the holder to teach the subjects named on the credential in courses primarily for adults (not authorized to teach K-12)

Ms. Mora provided HCCTS with the California Commission on Teacher Credentialing requirements including the CL-697B which contains an overview of AB 1374 regarding requirements for Adult Education Teaching Credentials. As a result of this communication, HCCTS took the following actions:

- All new HCCTS teachers were required to obtain an Adult Education Teaching Credential
- All current HCCTS teachers with a sigle or multi-subject credential were required to obtain an adult education teaching credential
- HCCTS stopped reimbursing teachers for single-subject teaching credentials

HCCTS is and continues to be in compliance with AB 1374. Currently, the request by TRUSD is in direct contrast with SDCOE and CTC's requirements. If the CTC requirements for teacher credentialing change, HCCTS will comply with any new legislation that we might receive.

Attached you will find the email correspondence and the CL-697B leaflet.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Good afternoon Doc,

It was a pleasure speaking with you today about your adult education credential educators. To clarify authorizations here is a summary:

- single subject and multiple subject credentials: do not authorize teaching in an adult setting
- adult education credentials: authorize the holder to teach the subjects named on the credential in courses primarily for adults (not authorized to teach K-12)

One of the academic subjects that can be verified and listed on an adult education credential, and that most of the HCCTS candidates have, is Elementary and Secondary Basic Skills (ESBS). That subject authorizes the candidate to teach basic K-8 education, arithmetic, reading, GED, citizenship to adults.

Based on the conversation held with your reviewer and educator, it is possible that a confusion/breakdown in language or terminology caused the concern. Mr. Cooc holds a preliminary AE:ESBS (along with Social Science and English) credential so he is authorized to teach math in an adult setting.

I've attached the CTC's CL-697B leaflet, which outlines the requirements and authorizations for an adult education credential, for your reference.

Please do not hesitate to contact me if you have additional questions.

Happy Friday!

Nancy Mora
Harmony Responsibility * Consistency * Discipline * Intellection*
Credentials Technician, Teacher Effectiveness & Preparation - Human Resource Services
San Diego County Office of Education
6401 Linda Vista Road, Room 103
San Diego, CA 92111
Phone: 858.295.8791

State of California
Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, CA 95811-4213
Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DESIGNATED SUBJECTS ADULT EDUCATION TEACHING CREDENTIALS

Introduction:

Based on AB 1374, effective January 1, 2011, Designated Subjects Adult Education Teaching Credentials may be issued to individuals who meet the requirements for either the preliminary or clear credential as outlined below. All applications must be submitted for processing through a Commission-approved program sponsor accredited under the adult education program standards approved in November 2010. The option of submitting applications through an employing school district will no longer be available for adult education credential applications with a requested issue date of January 1, 2011 or later. See the Commission website for a list of Commission-approved program sponsors.

Authorization:

The Preliminary or Clear Designated Subjects Adult Education Teaching Credential authorizes the holder to teach the subjects named on the credential in courses organized primarily for adults. In addition, the holder may serve as a substitute in courses organized primarily for adults for not more than 30 days for any one teacher during the school year. Designated Subjects Adult Education Teaching Credentials are issued to individuals who meet the requirements listed below and are recommended by a Commission-approved program sponsor.

Requirements for the Preliminary Credential:

1. Three years of experience and/or education directly related to each subject to be named on the credential. (see Terms and Definitions for information regarding the experience requirement for general subjects or the Appendix section ACADEMIC SUBJECTS THAT MAY BE LISTED ON A CREDENTIAL for information regarding the education requirement for academic subjects)
2. High school diploma requirement by one of the following methods:
   a. High school diploma
   b. Diploma based on passage of the GED Test
   c. Foreign equivalent of a high school diploma
3. Satisfy the basic skills requirement. See Commission program leaflet CL-667, entitled Basic Skills Requirement for additional information. Applicants for the Adult Credential in general subjects (see Appendix) are exempt from the basic skills requirement.
4. Verification, signed by the Commission-approved program sponsor, that the applicant has been apprised of the requirements for both the preliminary and clear credentials, including the requirements of the program of personalized preparation
5. Completed application (form 41-4)

6. Completed Live Scan receipt (41-LS), verifying fingerprints have been taken and fees have been paid, unless fingerprint clearance is already on file at the Commission
7. Application processing fee
8. Recommendation by a Commission-approved program sponsor

Requirements for the Clear Credential:

Individuals must satisfy all of the following requirements:

1. Possess a valid California Preliminary Designated Subjects Adult Education Teaching Credential (three-year or five-year)
2. Commission-approved program of personalized preparation
3. Two years of successful teaching on the basis of the Preliminary Designated Subjects Adult Education Teaching Credential in the subject(s) listed on the credential. This is defined as teaching of a minimum of one course in each of four terms within the three-year period of validity of the preliminary adult education teaching credential
4. U.S. Constitution requirement by one of the following methods:

a. Complete a course (at least two semester units or three quarter units) in the provisions and principles of the U.S. Constitution. Submit a photocopy of the course description for evaluation purposes.

b. Pass an examination in the provisions and principles of the U.S. Constitution given by a regionally-accredited college or university

5. Health education, including, but not limited to, the study of nutrition; the physiological and sociological effects of abuse of alcohol, narcotics, and drugs, and the use of tobacco. This requirement must also include training in cardiopulmonary resuscitation (CPR) that covers infant, child, and adult CPR skills.
6. Computer-based technology, including the uses of technology in educational settings
7. Completed application (form 41-4)
8. Application processing fee
9. Recommendation by a Commission-approved program sponsor

Terms and Definitions

Experience: Per Title 5, Section 80034(n), "experience" as it applies to Designated Subjects Adult Education Teaching Credentials means full-time or part-time experience directly related to the subject to be named on the credential.

Experience may be paid or not paid. No more than one year of experience shall apply toward meeting designated subjects credential requirements during any twelve calendar month period. 1000 clock hours shall be the minimum required for each year of experience. Part-time experience may be cumulated to equate to the required 1000 clock hours of experience.

Verification of experience means written confirmation of the applicant's qualifying experience, signed by the applicant's past or present employer(s) on company letterhead that attests to and/or includes all of the following:

1. Employer's name, address, and telephone number
2. The working relationship of the person signing the verification to the applicant
3. Beginning and ending dates of employment
4. Complete description of duties
5. A statement as to whether or not the employment was full-time (If employment was less than full-time, an accounting of the number of hours the applicant was employed is required.)

If the applicant was self-employed or if the applicant's experience was avocational, verification shall include a statement, signed by the applicant under penalty of perjury, detailing the information described in 1–5 above, and must be further substantiated, in writing, by other person(s) having first-hand knowledge of the applicant's self-employment or avocation, such as the applicant's accountant, major supplier of goods, or major user of goods or services.

Applicants for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area must have at least one year of actual work experience directly related to the subject to be named on the credential. At least one year of the required work experience must be within the last five years, or two years within the last ten years, immediately preceding the issuance of the preliminary credential.

One year of teaching experience earned while holding a general education teaching credential may be accepted toward the three years of experience required to qualify for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area. Also, an advanced industry certificate may be accepted for one year of the three years of experience required to qualify for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area, as determined by a Commission-approved program sponsor.

Completion of forty-eight (48) semester units of postsecondary vocational training related to the industry sector(s) named on the credential may be substituted for a maximum of two of the three years of required work experience. The course work must be verified by official transcript and may be made on a pro rata basis up to the two-year maximum.

Transition from Full-Time/Part-Time Credentials

Holders of Life or Clear Designated Subjects Adult Education Teaching Credentials issued under previous regulations may choose to either maintain their documents or transition to adult education credentials issued under the provisions of AB 1374. Due to significant changes to the program standards and structure, the holder of a Life or Clear Designated Subjects Adult Education Teaching Credential issued under previous regulations may not qualify initially for the Clear Adult Education Teaching Credential under the new program standards and may be required to first obtain the Three-Year Preliminary Adult Education Teaching Credential.

Holders of Five-Year Preliminary (Full-Time or Part-Time) Adult Education Teaching Credentials seeking to reactivate their credential must qualify for an adult education credential issued under the provisions of AB 1374 and should contact a Commission-approved program sponsor for assistance.

Reference:

Title 5, California Code of Regulations, Sections 80034, 80034.5, 80036, 80036.1, 80036.2, 80036.3, 80036.5, 80040.2, 80040.2.5, 80040.2.7, and 80567

Appendix

GENERAL SUBJECTS (NON-ACADEMIC) THAT MAY BE LISTED ON A CREDENTIAL

The program sponsor may only recommend for Designated Subjects Adult Education Teaching Credentials in subjects that fall within the categories below. Requested subjects that do not appear below will be placed within an existing subject area, where appropriate. Additional subjects may be added in time to accommodate new or emerging subjects.

Personal Development: General Subject To Be Named On The Credential

Art – includes the subject areas: Adaptive Art and Crafts (Adults with Disabilities), Arts and Crafts, Creative Arts (Older Adults), Decorative Arts, Interior Design, Performing Arts (Older Adults)

Health and Safety– includes the subject areas: Adaptive Physical Education (Adults with Disabilities), Cardiopulmonary Resuscitation, First Aid, Environmental Safety, Health Education, Health (Older Adults), Health (Adults with Disabilities), Physical Fitness (Older Adults), Nutrition, Physical Fitness/Conditioning, Safety (Older Adults), Safety Education

Family Education– includes the subject areas: Adaptive Computer Technology (Adults with Disabilities), Childbirth Education, Communication Skills, Clothing Construction, Dietetics/Food Management, Food Preparation, Family Management, Home Management, Human Development, Interior Design, Nutrition, Parent Education, Public Affairs, Self-Maintenance (Older Adults), Self-Maintenance (Adults with Disabilities)

Financial Literacy– includes the subject areas: Consumer Education Retirement Planning

Career Technical Education: General Subject To Be Named On The Credential

Agriculture and Natural Resources– includes the subject areas: Agriculture

Arts, Media, and Entertainment– includes the subject areas: Commercial Photography

Building and Construction Trades

Business and Finance– includes the subject areas: Bookkeeping and Accounting, Business Management, Financial Services, Information Processing/Keyboarding, Office Occupations, Small Business Ownership/Management

Education, Child Development, and Family Services– includes the subject areas: American Sign Language, Career Development, Language Interpreter

Energy, Environment, and Utilities

Engineering and Architecture

Fashion and Interior Design

Health Science and Medical Technology– includes the subject areas: Health Occupations, Nursing

Hospitality, Tourism, and Recreation

Information and Communication Technologies– includes the subject areas: Computer Applications, Computer Programming, Computer Systems Operations, Computer Technology

Manufacturing and Product Development– includes the subject areas: Electronics Technology, Industrial Technology, Marine Technology

Marketing, Sales, and Service– includes the subject areas: Marketing, Small Business, Ownership/Management

Public Service– includes the subject areas: Cosmetology, Court Reporting, Law Enforcement Occupations

Transportation- includes the subject areas: Aeronautics

ACADEMIC SUBJECTS THAT MAY BE LISTED ON A CREDENTIAL

The program sponsor may only recommend for Designated Subjects Adult Education Teaching Credentials in the academic subject areas below:

English as a Second Language*

* Credential holder must possess a bachelor's degree or higher completed at a regionally-accredited college or university to include a degree major, certificate, or completion of 20 semester units or 10 upper division semester units in one or any combination of the following:

Teaching English as a Second Language (TESL)

Teaching English to Speakers of Other Languages (TESOL)

Second Language Acquisition

Language other than English

Linguistics

Bilingual/Bicultural studies

Elementary and Secondary Basic Skills-(includes basic education in grades 1–8)†: Arithmetic, Reading, Individualized high school learning lab/G.E.D./contract class settings, Citizenship

† Credential holder must possess a bachelor's degree or higher completed at a regionally-accredited college or university and completion of 20 semester units with at least 3 units in four of the following six areas:

English

Mathematics

Science

Social Sciences

Fine Arts

Language other than English

Languages Other than English (specify)**

English**

Fine Arts**

Life Science, including General Science**

Mathematics**

Physical Science, incl. General Science**

Social Sciences**

** Credential holder in these areas must possess have a bachelor's or higher degree completed at a regionally-accredited college or university and completion of 20 semester units or 10 upper division semester units in the subject to be taught.

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To inspire each student to extraordinary achievement every day

January 17, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

Re: Highlands Community Charter and Technical Schools CALPADS Reporting Errors 2023-24

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this letter is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

By email correspondence from the Commission on Teacher Credentialing ("CTC") Assignment Monitoring Program dated December 23, 2024, the District was notified that all HCCTS' exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as *Misassigned* in the final data reported to the California Department of Education ("CDE").

The CDE confirmed that HCCTS is on record as a K-12 school, not an adult school as indicated in the comments of the exceptions. Almost 90% of the exceptions determined as *CALPADS Errors* in 2023-24 had an educator in the assignment that held only an Adult Education Teaching credential, and no other teaching credential that authorizes serving as the Teacher of Record in a K-12 public school. The CTC also notes that most of the educators with assignments determined as *CALPADS Errors* this monitoring cycle were identified as either *CALPADS Errors* or *Misassigned* in the prior cycle. This indicates that assignments continue to be reported inaccurately in CALPADS.

As a result, we believe HCCTS should no longer continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders, and as the Monitoring Authority, the District presents the following options for your consideration to address CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS:

Option #1: Change the school type to Adult Education and adopt a traditional Adult Education Center program. This recommendation will allow HCCTS to retain many of its adult education teachers as long as they are assigned to courses their credential authorizes them to teach. The Charter would also not be subject to the same monitoring process through CalSAAS.

Option #2: Keep the K-12 Traditional school type and ensure staff are appropriately credentialed for the courses assigned. This recommendation will require HCCTS to staff with fully credentialed teachers as very few of its teachers hold teaching credentials that authorize K-12 public school instruction.

Information Request – Action Needed

Please provide a response indicating which of the above options, or other course of action HCCTS intends to implement and the plan outlining actionable steps and implementation timelines.

Within ten **(10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District.

Enclosed:
Email from CTC dated 12/23/24

cc: Twin Rivers Unified District Executive Cabinet
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

From: COEassignment <COEassignment@ctc.ca.gov>
Sent: Monday, December 23, 2024 1:55 PM
To: Layle.Bojanski <Layle.Bojanski@trusd.net>; Steve.Martinez <Steve.Martinez@trusd.net>
Cc: bill.mcguire@hccts.org <bill.mcguire@hccts.org>
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified

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Good Afternoon Dr. Steven Martinez and Layle Bojanski,

You are being contacted as you are either the CalSAAS Designee or District Superintendent for Twin Rivers Unified School District. Assignment monitoring in the California Statewide Assignment Accountability System (CalSAAS) uses educator assignment data reported to the California Department of Education (CDE) in CALPADS, and checks for the appropriate credential required to teach the content in a K-12 setting. It is expected that a local educational agency (LEA) and its monitoring authority take necessary steps to ensure educator assignments are reported accurately in CALPADS, and any reporting errors are addressed. The number of exceptions associated to Twin Rivers Unified in CalSAAS determined to be CALPADS reporting errors has increased significantly from the 2022-23 monitoring cycle and the 2023-24 monitoring cycle. *CALPADS Errors* for Twin Rivers Unified in 2022-23: 465, and in 2023-24: 528.

A large number of these *CALPADS Errors* are from one school: Highlands Community Charter. Pursuant to Education Code §44258.9, the entity responsible for monitoring certificated educator assignments for a charter school is the school's chartering authority. As such, Twin Rivers Unified is the monitoring authority for Highlands Community Charter. In reviewing the monitoring outcomes resulting from the 2023-24 school year, it was identified that the number of assignments at Highlands Community Charter determined as CALPADS reporting errors also increased significantly from the prior monitoring cycle. *CALPADS Errors* for Highlands Community Charter in 2022-23: 199, and in 2023-24: 252. CalSAAS users for the school have indicated in the comments of the exceptions that Highlands Community Charter is an adult school, however the California Department of Education has confirmed that the school is on record as a K-12 school. Almost 90% of the exceptions determined as *CALPADS Errors* in 2023-24 had an educator in the assignment that held only an Adult Education Teaching credential, and no other teaching credential that authorizes serving as the Teacher of Record in a K-12 public school. Additionally, most of the educators with assignments determined as *CALPADS Errors* this monitoring cycle were identified with either a *CALPADS Error* or *Misassignment* in the prior cycle. Based on the information provided in the system by CalSAAS users for Highlands Community Charter and Twin Rivers Unified, it appears the reporting errors were identified in past monitoring cycles, yet assignments continued to be reported inaccurately in CALPADS the following year.

While the monitoring authority of an LEA is responsible for identifying misassignments during the monitoring cycle in CalSAAS, pursuant to Education Code §44258.9(e)(5), the Commission on Teacher Credentialing has the authority to make final determinations on monitoring outcomes. Therefore, this email serves as notice that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as *Misassigned* in the final data reported to CDE. The changes are now reflected in the reports available in the system to CalSAAS users.

Please reach out to CDE with questions related to reporting requirements for this school, and ensure accuracy in CALPADS reporting for the 2024-25 Fall 2 census data.

Assignment Monitoring Program
Commission on Teacher Credentialing

Supporting educators and stakeholders in serving California's students by upholding high standards for certification and providing excellent, timely, and accurate customer service.

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****The Commission on Teacher Credentialing (CTC) HAS MOVED!!****

All mail or in-person correspondence shall be sent to the location below:

May Lee State Office Complex
Commission on Teacher Credentialing
651 Bannon Street, Suite 600
Sacramento, CA 95811

The Commission does not accept electronic service. The Commission accepts service by mail or in person. Service must be directed to the address above, by mail or in-person.

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS— STUDENT ATTENDANCE REVIEW

JANUARY 2025

Commissioned by Twin Rivers Unified SD

Dennis Snelling, Consultant

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INTRODUCTION

This study, "Highlands Community Charter and Technical Schools Student Attendance Review," was commissioned by Twin Rivers Unified School District, the Local Education Agency with oversight responsibility for the charter and its schools. The review was conducted between May and November, 2024.

This report is divided into four sections.

The "Purpose and Scope of Study" begins on page 2.

The "Background" section, including the history of Highlands Community Charter and Technical Schools and its two schools, Highlands Community Charter School and California Innovative Career Academy, begins on page 4. This section includes the background of the organization, its organizational structure and programs, previous and current concerns about the organization, and its procedures for recording and reporting student attendance.

The "Overview of Observations and Findings" section begins on page 24, and reviews practices versus procedures in student attendance, and issues raised through this review. It includes some suggestions that do not raise to the level of a finding.

The "Findings and Recommendations" section begins on page 48.

Dennis Snelling, CFE, Consultant, Retired Associate Superintendent-Business Services
Rocklin, California

PURPOSE AND SCOPE OF STUDY

Twin Rivers Unified School District (TRUSD) is the Local Educational Agency (LEA) authorized to provide oversight of two charter schools, Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA). Both HCCS and CICA are charter schools operated by Highlands Community Charter and Technical Schools (HCCTS), a non-profit public benefit corporation. TRUSD became aware of attendance and enrollment-related complaints and concerns directed at HCCTS in public meetings and reported in media outlets. Because TRUSD has oversight responsibility over HCCTS, the charter school was notified on February 23, 2024 that a review of enrollment and attendance practices would be conducted by a consultant.

Twin Rivers Unified School District contracted with Dennis Snelling (Consultant) on April 16, 2024 to conduct a study encompassing both HCCS and CICA.

Twin Rivers Unified School District retained the Consultant as an independent contractor to provide professional services on behalf of the district at HCCTS, HCCS and CICA as follows:

Evaluate attendance practices for charter schools Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA) and review substantiation for attendance apportionment claimed by the charters from the state of California. Evaluate enrollment and attendance practices for the charter schools (HCCS/CICA) to determine if enrollment/attendance demonstrates that students who drop, dis-enroll, or are absent agree to the enrollment and attendance records.

Evaluate instructional day school calendars offered for the charter schools (HCCS/CICA).

Evaluate instructional minutes offered by the charter schools (HCCS/CICA).

Evaluate pupil-to-teacher ratios for the charter schools (HCCS/CICA).

Evaluate Independent Study student work product for the charter schools (HCCS/CICA) and confirm that student work product samples represent attendance claimed and that student engagement records are maintained.

Review and evaluate internal controls for the taking and reporting of student attendance for the charter schools (HCCS/CICA).

Meet with appropriate current and former district/charter school staff, as needed, to assess attendance practices and related concerns.

Review and consider any studies, reports, evaluations, or audits related to charter school (HCCS/CICA) attendance as necessary.

Communicate findings and recommendations regarding attendance practices, policies and procedures for the charter schools (HCCS/CICA), including a report listing any findings and/or recommendations.

Resources For This Study

Sources utilized or referenced for this study included:

Interviews with TRUSD Admin
Interviews with HCCTS Admin
Interviews with HCCS and CICA Teachers, Principals and Para-Educators
Interviews with Former HCCTS Employees
HCCS Principal Assignments Organizational Chart
HCCS/CICA School Accountability Report Cards
Visits of HCCS Classrooms
Charter school petitions and Memorandums of Understanding (MOU) between TRUSD and HCCTS
Annual Audits of HCCTS for June 30, 2022 and June 30, 2023 (Note: the audit of HCCS and CICA are part of the HCCTS audit)
Enrollment and Attendance Information for HCCS and CICA
HCCTS Attendance Policies
HCCTS Student Handbook
HCCTS Attendance Procedures for Teachers
HCCTS Board Agendas and Minutes
Complaints Filed With TRUSD
HCCTS Response to TRUSD and CDE Regarding Complaints Filed
HCCTS Multi-Year Funding Determination
Extraordinary Audit of the Highlands Community Charter School (FCMAT, May 31, 2018)
HCCS and CICA Funding Exhibits
Copy of CICA Master Agreement
CICA Tiered Student Re-engagement process
Individual Student ADA Generated by Track for CICA and HCCS
California State School Audit Guide
California Education Code
California Code of Regulations Title 5
Charter School Oversight Checklist (FCMAT)
California School Accounting and Best Practices Manual 2022-23 (FCMAT)
California Commission on Teacher Credentialing
California Consortium for Independent Study
Maximizing ADA & Maintaining Compliance With Independent Study 2019-20 (CASBO)
PowerSchool Attendance Reports and Queries
Brain App Reports
School Calendars and Bell Schedules 2022-23 and 2023-24
Independent Study Master Agreements and Student Work Samples
Media Reports
Manual Student Sign-in Sheets
Student Attendance Reports

BACKGROUND

History of Highlands Community Charter and Technical Schools (HCCTS)

Highlands Community Charter and Technical Schools is a California non-profit public benefit corporation incorporated on February 6, 2013 and registered with the California Secretary of State as a domestic nonprofit corporation on May 21, 2013. HCCTS first opened Highlands Community Charter School for the 2014-15 school year, and later opened California Innovative Career Academy for the 2019-20 school year. HCCTS is responsible for all aspects of both charter schools' management.

HCCTS and its two schools operate at more than fifty locations in California, renting classroom and office space mostly in or around Sacramento. There are also a handful of locations in the East Bay and Southern California. Some sites provide direct educational services to students while others house administrative functions only. Some locations serve partnerships with outside vendors that provide Career and Technical Education (CTE) programs. Both HCCS and CICA operate under HCCTS' tax identification number and have reported significant enrollment gains every year of operation, gains that accelerated markedly beginning in 2022-23.

The purpose of HCCTS is to serve the unserved by providing education leading to a high school diploma for adult students age 22 or older, along with elective courses leading to a Certificate of Completion in one of the organization's CTE tracks, providing students the necessary tools to obtain a livable wage job and a future for themselves and their family. HCCTS states that it also offers students additional courses and time beyond the required schedules listed in its Schedule of Instructional Time. Its Motto is "It's Never Too Late!"

HCCTS is overseen by a Board of Directors. At the beginning of the 2024-25 school year, the board members included:

Corporate President: Ernie Daniels
Vice President: Sharon Rocco
Corporate Secretary: Matt Powers
Corporate Treasurer: Sonja Cameron
Board Member: Mary DeChance
Board Member: Rick Jones
Board Member: Mike Reid
Board Member: Mellonie Yang

Administrative Leadership of HCCTS was headed for nine years by Executive Director Murdock Smith. Smith took a leave of absence in May 2024, prior to this study, and Mayra Valdivia was appointed Interim Executive Director. Murdock Smith retired in July 2024 and Bill McGuire, retired Deputy Superintendent of Administrative Services at Twin Rivers Unified, was hired at the HCCTS Board meeting of July 11, 2024 to serve as Executive Director for the period July 24, 2024 to December 31, 2024, with an option to extend an additional six months. Natasha Lutsik serves as Assistant to the Board of Directors.

The table below provides an overview of HCCS Principal Assignments:

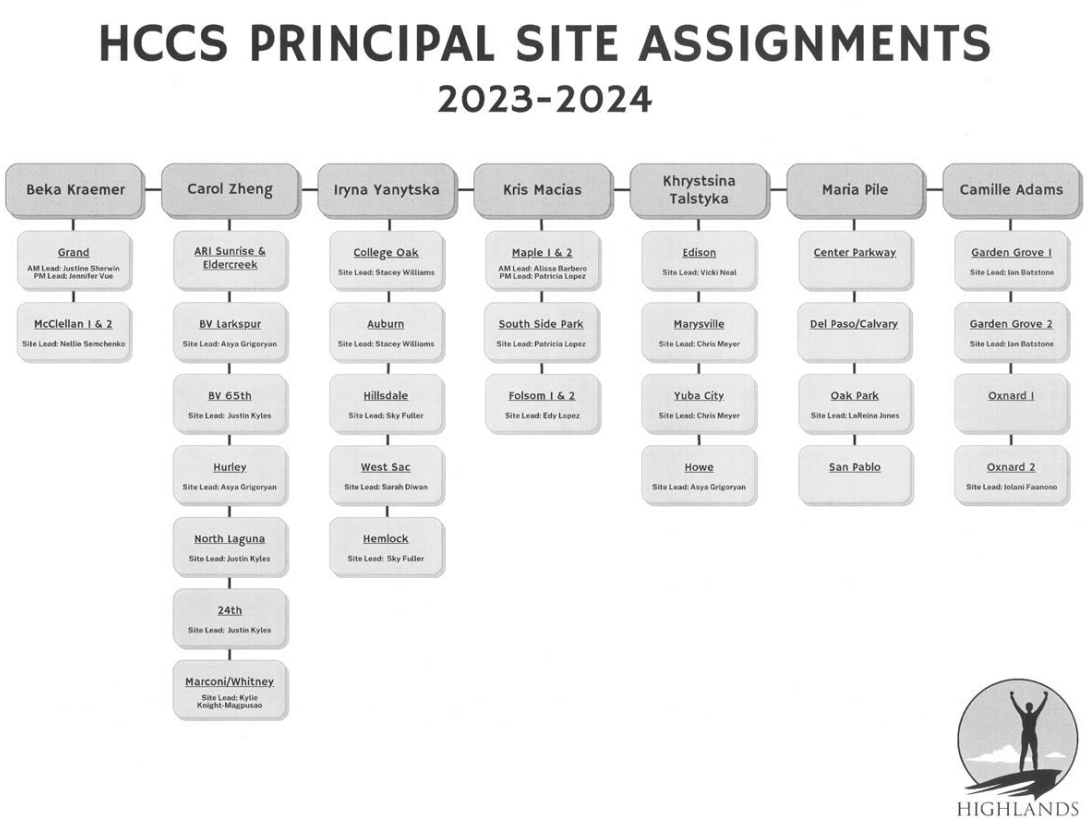

California Education Code Sections 47600-47664, also known as the Charter Schools Act of 1992, granted significant guidance for charter schools but did not fully describe the existence of adult-serving charter schools. The legislature later clarified its desire for charter schools to serve adults, provided they do so in a specified form of partnership per California Education Code 47612.1. Based on the terms of the partnership agreements between Highlands Community Charter and Technical Schools and vendors providing Workforce Investment Act services (now known as the Workforce Innovation and Opportunities Act), all students enrolled in HCCS must be ineligible to qualify for youth services, must be 22 years of age or older, and must be served by HCCTS exclusively through one of those partnership agreements. HCCTS enrolls students in its two schools in grades 9, 10, and 12, which are not subject to standardized testing. No students are assigned to Grade 11, which is subject to testing.

HCCTS exclusively enrolls students 22 years of age and older who have not earned a U.S. high school diploma. The program HCCTS operates exhibits many of the characteristics of an Adult Education program—including use of Comprehensive Adult Student Assessment Systems (CASAS) testing. Nevertheless it serves its students by applying aspects of the traditional K-12 educational system, such as utilizing the Local Control Funding Formula (LCFF), the Local Control Accountability Plan (LCAP), and Independent Study.

Audits

An independent audit of HCCTS is conducted annually, as required by California Education Code 41020, and encompasses both HCCS and CICA. Audits for 2021-22 and 2022-23 were reviewed as part of this study. The 2023-24 audit was not finalized at the time this study concluded.

The 2021-22 audit, conducted by Baker Tilly, reported no findings, recommendations or questioned costs.

The 2022-23 audit, conducted by Eide Bailly, noted a missed reporting of right-of-use lease assets and lease liabilities that resulted in the auditor adjusting the financial statements. The auditor recommended that HCCTS evaluate its internal control structure and make changes that would prevent—or detect and correct—misstatements on a timely basis.

That audit also reported an error in the determination of the number of unduplicated students, with HCCS over claiming 20 students and CICA over claiming one student. The audit report findings identified the organization's failure to update the "1.18—FRPM/English Learner/Foster Youth—Student List" CALPADS Report. The finding stated: *the Organization has a policy that allows a ten day grace period before the student's new status is put in effect, and when the "1.18 – FRPM/English Learner/Foster Youth – Student List" was amended the Organization only updated pupils who changed to free and reduced, which did not take into consideration the pupils who changed their status to paid*. The recommendation was that HCCTS ensure that the classification of Free and Reduced students is updated throughout the year.

Since the 2023-24 audit was not yet available at the conclusion of this study, it is unknown whether the prior year audit findings were corrected and the recommendations adopted.

Neither the 2021-22 nor 2022-23 audits reported attendance-related findings or recommendations.

Twin Rivers Unified School District (TRUSD) Oversight

The Charter Schools Act of 1992 was enacted "to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure." Charter schools are part of the public school system but differ from traditional public schools because they are exempt from many state laws relating to specific educational programs. Specific goals and operating procedures are detailed in an agreement, or charter petition, between the authorizing agency and the charter school organizers. Charter schools may elect to operate as corporations organized under the Nonprofit Public Benefit Corporation Law of the Internal Revenue Code [26 U.S.C. Section 501(c)(3)].

Although charter schools may offer a more flexible school governance model, accountability for student achievement and fiscal management is similar to that of traditional public schools. The charter authorizing agency is responsible for adequate and appropriate oversight of the

charter. The authorizer may be a school district, county office of education, or the California State Board of Education. Education Code sections 47604.32 and 47604.33 set forth the chartering authority's duties and the charter's financial reporting obligations.

Charters may be revoked by the charter authorizer, in this case TRUSD, for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

The TRUSD provides statutory oversight of HCCS and CICA, and receives one percent of the charter's LCFF revenue for that purpose. The following table presents oversight fees collected by TRUSD from 2020-21 through 2023-24:

	2020-21	**2021-22**	**2022-23**	**2023-24**
CICA	$ 30,130	$ 157,712	$ 443,043	$ 502,791
HCCS	335,873	380,503	727,169	1,012,539
Total	$ 366,003	$ 538,215	$ 1,170,212	$ 1,515,330

In addition Twin Rivers charges the charter schools two percent for facilities use, which in 2023-24 totaled $2,025,078 for HCCS, and $1,005,582 for CICA.

California Education Code 47604.32 documents an authorizer's oversight responsibilities to include providing a district contact person, visiting each charter school at least annually, ensuring that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Section 47606.5, monitoring the fiscal condition of each charter school under its authority, and providing timely notification to the department if any of the following circumstances occur or will occur with regard to a charter school for which it is the chartering authority:

(A) A renewal of the charter is granted or denied.

(B) The charter is revoked.

(C) The charter school will cease operation for any reason.

HCCTS' charter school petition includes provisions for an annual performance report to the district, which is to include data on its staff, policies, admissions practices, disputes and complaints, and student outcomes using test data. The petition also allows TRUSD to conduct an annual review of all HCCS programs offered and their effectiveness in improving student achievement.

History of Highlands Community Charter School (HCCS)

HCCTS submitted a petition to TRUSD on September 19, 2013 to establish the Highlands Community Charter School (HCCS). The charter school petition was approved by the TRUSD governing board on March 4, 2014 for the term of July 1, 2014 to June 30, 2019. HCCS was subsequently issued Charter Number 1674 by the California Department of Education (CDE). HCCTS and TRUSD entered into an MOU on June 17, 2014, defining oversight duties and obligations of and between the parties. This MOU was updated twice, the last time in January 2024. (MOU Amendment No. 3).

A charter renewal petition was submitted to TRUSD on January 14, 2019, covering the term of July 1, 2019 to June 30, 2024, which was approved by TRUSD on March 5, 2019.

On September 21, 2021, HCCTS and TRUSD entered into a Memorandum of Understanding, amending the renewal petition by extending the length of the agreement to June 30, 2026, as required by the California Legislature. (HCCS Charter Amendment No. 1).

On October 17, 2023, HCCTS and TRUSD entered into a Memorandum of Understanding, again amending the renewal petition by extending the length of the agreement to June 30, 2027, as required by the California Legislature. (HCCS Charter Amendment No. 2).

The school offers one of three placement options: International High School (IHS), Bridge, and Traditional High School (HS). Students who have emigrated from around the world transition to high school completion programs, attending alongside native English speakers. All programs are tuition free and offered exclusively to students aged 22 years and older who do not yet possess a U.S. High School Diploma. Students must also sign up for free Workforce Innovation and Opportunity Act (WIOA) services from CalJOBS.

Originally, HCCS students learning English were enrolled in Adult Elementary Education as Grades 1 or 2, with a focus on English Language Development (ELD). According to the school's Student Accountability Report Card (SARC), this practice changed beginning in 2020-21, when English language learners were enrolled in the IHS program in Grades 9 or 10, with funding rates and annual instructional minutes adjusted to reflect the new designation.

Differences in Elementary vs. High School apportionment per Average Daily Attendance (ADA) and annual required instructional minutes in 2020-21:

	Grades 1-2	Grades 9-12
LCFF Grade Span	$ 7,702	$ 9,329
LCFF Grade Span Adj	801	243
Adjusted Base Grants	$ 8,503	$ 9,572
Mandate Block Grant	$ 16.86	$ 46.87
Required Instructional Minutes	50,400	64,800

HCCS operates a classroom-based program for its adult students lacking a U.S. high school diploma, and/or seeking the opportunity to obtain certifications through various CTE courses offered by the charter school.

As a classroom-based instruction charter school, HCCS is required to ensure students are under the immediate supervision and control of an employee of the charter school who possesses a valid teaching certification in accordance with Education Code 47605.4.

HCCS is required to offer at least 80 percent of its instructional time at the school site (Title 5, California Code of Regulations 11963(b)).

The charter school must require its pupils to be in attendance at the charter school site at least 80 percent of the minimum instructional time required, pursuant to Education Code 47612.5(a)(1).

Education Code 47612(d) requires that charter schools operate no more than five tracks, operate each track for a minimum of 175 days, and each track must offer no less than fifty-five percent of its schooldays each year before April 15. No pupil may generate more than one unit of ADA per day. HCCS operates three tracks, A, B & C, with different starting dates but the same ending date, at the end of June.

The stated mission of HCCS: *We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.*

HCCS served 12,112 students in 2022-23, defined as any student attending at least one day from the beginning of the school year to P-2, generating 4,455 ADA as reported to the State. HCCS served 18,106 students in 2023-24, generating 5,923 ADA as reported to the State. Serving 5,994 more students in 2023-24 generated 1,468 additional ADA for HCCS compared to 2022-23.

Below are tables of historical enrollment, based on the HCCS School Accountability Report Card (SARC), and P-2 ADA from State Funding Exhibits:

	2018-19	2019-20	2020-21	2021-22	2022-23
Grade 1	1,608	2,264	N/A	N/A	N/A
Grade 2	88	58	N/A	N/A	N/A
Grade 9	N/A	N/A	2,719	3,103	6,251
Grade 10	N/A	N/A	70	43	27
Grade 12	338	321	436	605	469
Total	2,034	2,643	3,225	3,751	6,749

P-2 ADA (State Funding Exhibits)

2019-20	2020-21	2021-22	2022-23	2023-24
2,001.33	2,549.52	2,647.10	4,455.40	5,923.20

According to the school's 2020-21 SARC, 86% of students were designated as either Grades 9 or 10. By 2022-23, students in grades 9 and 10 had risen to 93% of total enrollment and overall student enrollment had more than doubled. The number of students designated as Grade 12 increased from 436 in 2020-21 to 469 in 2022-23. During the same time period, students designated as either Grade 9 or 10 increased from 2,789 to 6,278.

Equity Initiatives Program

All HCCS students are eligible for participation in the HCCTS Equity Initiatives Program. This program's mission is to increase High School graduation rates of African American Males, Latin X Males, and Women of Color who are 22 years of age and older through use of mentors, skill-building, networking events, and individual-specific career pathways to fulfill the goal of qualifying students for meaningful employment.

Western Association of Schools and Colleges (WASC) Accreditation

The school earned its most recent Western Association of Schools and Colleges (WASC) accreditation on May 8, 2023, which reaffirmed the June 17, 2022 mid-cycle evaluation of its Six-Year Accreditation Status, originally awarded through June 30, 2025. Another visit to determine the next accreditation cycle was conducted in October 2024.

In the accreditation letter dated May 3, 2019, the WASC mid-cycle visit was to determine that the school had:

- Addressed the critical areas for follow-up through the school-wide action plan
- Made appropriate progress on the implementation of the schoolwide action plan
- Improved student achievement relative to the schoolwide learner outcomes and the academic standards.

History of California Innovative Career Academy (CICA)

HCCTS submitted a charter school petition on April 9, 2019 to TRUSD to establish California Innovative Career Academy (CICA) as a separate charter school for the term July 1, 2019 to June 30, 2024. The petition was approved by the TRUSD governing board on June 25, 2019. CICA was subsequently issued Charter Number 2072 by the CDE, and opened on August 12, 2019.

On September 21, 2021, HCCTS and TRUSD entered into a Memorandum of Understanding, amending the petition by extending the length of the agreement with CICA to June 30, 2026, as required by the California Legislature. (CICA Charter Amendment No. 1).

On October 17, 2023, HCCTS and TRUSD entered into a Memorandum of Understanding, again amending the petition by extending the length of the agreement to June 30, 2027, as required by the California Legislature. (CICA Charter Amendment No. 2).

HCCTS and TRUSD entered into a Memorandum of Understanding, defining oversight duties and obligations of and between the parties, which was amended in January 2024. (CICA Charter Amendment No. 3)

CICA operates as a non-classroom based charter school, with instruction delivered via Independent Study (IS). As with HCCS, students are enrolled in Grades 9, 10 or 12 and designated as either in IHS (International High School), Bridge, or High School and, as with HCCS, are assigned to one of three attendance tracks depending on the student's date of enrollment, with all of the tracks sharing the same end date.

Student assignments, and progress, are dictated through an IS Master Agreement, which is to be signed digitally by both the teacher and student prior to the student's first day of enrollment. Students are also assessed for digital literacy in order to ensure the student understands the use of technology required to participate effectively in the Independent Study program. Much of the instruction is provided through on-line curriculum vendors such as Burlington English and Edmentum. At the IHS level, the school offers students the opportunity twice per week to meet in a classroom setting, either in-person or via teleconferencing. Students may also meet with their instructor during weekly office hours. Bridge and High School students generally are assigned one unit of study at a time, with a new IS Master Agreement generated for each unit, which usually lasts four to five weeks. Bridge and High School students generally meet with their supervising teacher on a weekly basis.

Teachers collect and grade coursework, and upload two work samples for students at the end of each learning period. These are stored along with the IS Master Agreement in an app developed in-house in 2022 called "The Brain."

CICA served 5,128 students in 2022-23, defined as any student attending at least one day from the beginning of the school year to P-2, generating 2,737 ADA as reported to the State. CICA served 4,364 students in 2023-24, generating 2,867 ADA as reported to the State. Serving 764 fewer students in 2023-24, CICA reported 130 additional ADA compared to 2022-23.

Shown below is a table of historical enrollment, based on the CICA School Accountability Report Card (SARC), and P-2 ADA from State Funding Exhibits; Note—CICA reports Grades 9 and 10 combined:

	2019-20	2020-21	2021-22	2022-23
Grade 1	28	N/A	N/A	N/A
Grade 2	1	N/A	N/A	N/A
Grade 9 & 10	N/A	5	284	1,542
Grade 12	140	358	499	660
Total	169	363	780	2,202

P-2 ADA (State Funding Exhibits)

2019-20	2020-21	2021-22	2022-23	2023-24
234.29	234.29	1,102.39	2,727.20	2,867.30

CICA's Mission statement:

"We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.

California Innovative Career Academy students will:

1. Demonstrate measurable achievements each term through assessment.

2. Make progress toward their career goals.

3. Use technology to communicate for personal and academic use.

CICA is proud of our Vision "to eradicate educational inequality."'

Western Association of Schools and Colleges (WASC) Accreditation

The school received its accreditation from the Western Association of Schools and Colleges (WASC) on February 8, 2021, awarded through June 30, 2024. On February 7, 2024, CICA was granted a Six-Year Accreditation through June 30, 2030, with a mid-cycle visit to occur during the 2026-27 school year.

Previous Concerns Brought Forward About HCCTS

In 2018, concerns regarding HCCTS operations were brought to the attention of the Sacramento County Office of Education (SCOE) because of the following:

• The unique nature of Highlands Community Charter School

• The significant increases in student enrollment

• Reports of efforts to eliminate services to specific grades and students with special needs

• Reports of misreporting of average daily attendance (ADA)

• Reports of mischaracterization of attendance and instructional minutes

• Reports of HCCS charging fees

• Concerns regarding operation of locations outside of the district's boundaries

As a result, the Sacramento County Office of Education requested that the Fiscal Crisis and Management Assistance Team (FCMAT) provide for the assignment of professionals to conduct an AB 139 extraordinary audit to examine specific aspects of alleged fraud, misappropriation of funds or other illegal fiscal practices that may have occurred. The FCMAT report did not include CICA since it did not exist at that time.

Although the FCMAT audit did not uncover any intentional fraud or misappropriation of funds by HCCS, there were several "potentially unlawful" practices noted in the report that required correction, and potentially merited sanctions. Material weaknesses were noted, as were

deficiencies in the charter's internal controls and "a control environment that increased the probability of fraud and abuse." (Letter from Sacramento County Office of Education Superintendent of Schools David W. Gordon to HCCTS Board President Ernie Daniels, dated June 7, 2018.)

Upon completion of the study, FCMAT's attendance-related findings included:

- Serving students under age 22 or already possessing a high school diploma in violation of the charter petition, the partnership agreement, and gift of public fund laws
- Serving and collecting apportionment for certain students over age 19 when HCCS may not have qualified for the WIOA statutory exemption
- The Manicure and Cosmetology Program failed to meet the minimum day instructional minutes requirement
- Concerns regarding operation of locations outside of the district's boundaries

The FCMAT report also reviewed potential areas of concern including personnel issues, course offerings, student assessment, improper awarding of credits toward high school graduation, conflicts of interest, unauthorized gifts to students to generate attendance, possible gifts of public funds, and Brown Act violations.

Status of FCMAT Study Attendance Findings at Time of Current Study

- Because the charter schools operate state-wide, there are no issues related to boundaries that limit student enrollment to a particular county or one that is adjoining. The only limitation would be to out of state or out of country residents.
- There was no evidence found that students under age 22 are being served by either HCCS or CICA.
- All HCCTS programs and locations have been corrected to fall under the same published calendar and bell schedule, which comply with requirements for minimum day, length of school day, and annual minutes, although there are not separate calendars published for each track.

Two of the issues in the letter from the Sacramento County Office of Education, "Reports of misreporting of average daily attendance" and "Reports of mischaracterization of attendance and instructional minutes," are addressed later in this report, as is Internal Controls.

Media Coverage

During 2023 and 2024, a Sacramento television station aired a series of reports detailing complaints from current and former HCCTS employees who alleged improper practices related to student enrollment and attendance, lack of appropriate credentials on the part of teachers, excessive class sizes, employee intimidation and retaliation, lack of controls and accountability, conflict of interest, and issues related to the quality of education being offered, among other complaints.

State Audit

On May 14, 2024, the California Legislature directed the California State Auditor to conduct an audit of TRUSD and HCCTS programs and oversight. According to the State, the audit, 2024-106, will provide independently developed and verified information related to Twin Rivers Unified School District (TRUSD), Highlands Community Charter and Technical Schools, and the oversight provided for their various educational programs. A report is scheduled for release in Summer 2025.

According to the California State Auditor, the audit's scope will include, but not be limited to, the following activities:

1) Review and evaluate the laws, rules, and regulations significant to the audit objectives.

2) Review whether Highlands Community Charter School's (HCCS) and California Innovative Career Academy's (CICA) policies and procedures related to calculating enrollment and average daily attendance (ADA) are adequate and align with state law. Perform the following:

- ***Verify the accuracy of HCCS's and CICA's documentation for the past three years related to ADA and enrollment, including for students enrolled in independent study, English Language Development courses, or in courses not leading to a high school diploma. Verify the accuracy of documentation of independent study policies, including the calculation of the time value of student work products and synchronous instruction. Identify the number of students who received a high school diploma or an industry certification.***
- ***To the extent that HCCS's and CICA's reported ADA and student enrollment numbers are inaccurate, determine the reasons for these inaccuracies and calculate the cost of any disallowed funding related to their ADAs.***

3) Review and evaluate HCCS's and CICA's policies and procedures for ensuring that all instructors are appropriately credentialed for their assignments. Perform the following:

- ***Determine the number of credentialed instructors by type of credential.***
- ***For a judgmentally selected number of instructors, including instructors on a local assignment option and those holding a Career Technical Education or adult education credential, verify whether each instructor had appropriate credentials and complied with other applicable requirements.***
- ***Based on the results of the review in Objective 3(b), identify whether instructors who lacked appropriate credentials taught students and calculate the cost of any disallowed funding related to their ADAs.***
- ***Determine whether HCCS and CICA accurately reported to the State any instances of teacher misassignment data.***

4) Evaluate HCCS's and CICA's processes for ensuring that student-to-teacher ratios for both classroom-based and independent study courses comply with state

requirements and their processes for ensuring students' access to adequate instructional materials and technology. Perform the following:

- ***For a judgmentally selected number of courses, determine whether the associated student-to-teacher ratios meet state requirements and were accurately reported to applicable parties, and whether students in these courses had access to adequate instructional materials and technology.***
- ***To the extent that ratios at CICA or in any other course do not meet state requirements, calculate any changes to their funding determination.***

5) To the extent possible, evaluate HCCS's and CICA's employment policies and determine whether they adequately promote fair hiring practices, including protecting against nepotism and conflicts of interest, ensuring employees' qualifications, and guarding against whistleblower retaliation. For a judgmentally selected number of employees and consultants from the past three years, including executives, review qualifications and determine whether the schools hired any employees or consultants because of nepotism or for any other reason resulting in an unqualified employee's hire and whether the selected employees', executives', and consultants' compensation aligns with compensation for such employees in similar districts.

6) Review financial information from HCCS and CICA and determine whether their budgeting and expenditures—including expenditures for housing, employee travel, marketing and recruitment, and political contributions—are appropriate and align with applicable requirements, similar institutions, and best practices.

7) Review the charter governing HCCS and CICA and determine whether the schools failed to comply with or violated their charter or applicable state law by serving students not covered by the charter.

8) Assess TRUSD's processes for ensuring that charter schools, including HCCS and CICA, meet the requirements of the Education Code. Determine the extent of TRUSD's oversight efforts of HCCS and CICA since 2018 and the cost of this oversight, and review whether TRUSD has responded appropriately to information regarding alleged violations at HCCS and CICA.

9) Survey current and former students and employees to gain perspective on the quality of the learning experience at HCCS and CICA, the frequency of student attendance, student work products and course workload, the schools' marketing strategies, any action taken toward whistleblowers, and other areas pertaining to HCCS's and CICA's responsibilities for achieving educational outcomes in compliance with state law.

10) Review and assess any other issues that are significant to the audit.

HCCTS Organization and School Structure

The Consultant met with HCCTS administrators in May 2024 and scheduled one-to-one meetings with HCCS and CICA teachers and para-educators, in order to understand practices related to attendance, as well as the organizational structure and operation of the schools. The Consultant also met with TRUSD administrators and reviewed attendance-related complaints registered with TRUSD about HCCTS.

In all, seventy-three teachers and sixteen para-educators, representing six locations chosen by the Consultant for size and program offerings, were interviewed, along with six charter school principals. These interviews took place between June 7 and June 25, 2024, and between August 19 and August 23, 2024. Additional meetings with HCCTS Administrators and TRUSD Administrative staff were held in August, September, and October 2024.

HCCS operates as a single charter school spread across multiple locations, with principals given responsibility for multiple sites. Each site also has a "lead" teacher. After an initial evaluation, students are assigned to one of three grade designations. Levels "zero" through "three" are classified as ninth grade, with the literacy level of students ranging from those who are illiterate in their own language and have never before attended school, to those with previous education and some proficiency in English. Level "zero" also includes a level "0.5" at some locations, as an intermediate step for students between levels zero and one. Collectively, this is labeled "International High School" or IHS. Most IHS teachers are assigned to a single level, although most classrooms ultimately include students who move through multiple levels during the school year, resulting in what might be best described as a "combination class" as found in a traditional elementary school. The main purpose of IHS is for students to become proficient in reading and writing English. Those that do so move on to the next levels.

The next designation is "Bridge," where specific high school level courses are taught while students' English language skills continue to strengthen. It is classified as tenth grade, serving levels 4 through 6, with one teacher providing instruction to all three levels in one class.

The High School program, or twelfth grade, provides instruction intended to result in students earning a diploma. There may be students assigned to multiple teachers based on courses, somewhat similar to a traditional high school schedule and setting. There is no limit to the number of years a student is allowed to move through various levels to graduation. HCCS contracts with trade schools for some Career Technical Education (CTE) offerings, including Cosmo Beauty Academy for cosmetology training, and Asher College, which offers certifications in A+ Information Technology, Medical Office Administration, and Office Administration. HCCS also offers some in-house CTE programs.

Students at all levels are enrolled in one of three tracks, "A," "B," or "C," which are essentially tied to their enrollment date. Because there is continuous enrollment and all tracks operate until the end of June, ending on the same date, they operate for a significantly different number of days and it is unclear why they do so outside of maximizing ADA, with nearly all classrooms including students enrolled in each of the three tracks.

Attendance Calendars and Classroom Schedules

From the California Department of Education Web Site:

School Calendar

For the purpose of attendance accounting, the attendance school calendar begins either the week of July 1, or the first week that students are scheduled to attend. It is common for charter schools to operate a five-day school week, however charter schools have the option to operate up to a six or seven-day school week (Sunday-Saturday). If the charter school offers classes on the weekend, it is counted as another instructional day and would be included in their divisor when calculating their ADA. Each school month consists of four full school weeks. Winter break may be included or excluded when configuring the school months for ADA reporting. A school month for the purpose of attendance accounting differs from a normal calendar month.

Reporting Deadlines

Attendance is reported based on full school months as of the cutoff date for each reporting period.

- *The First Principal attendance period, designated P-1, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before December 31 of the FY, and is used by the California Department of Education (CDE) to compute the P-1 Apportionment on or before February 20.*

- *The Second Principal attendance period, designated P-2, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before April 15 of the FY, and is used by the CDE to compute the P-2 Apportionment on or before June 25.*

- *The annual attendance period, designated Annual, is the attendance count for all full school months during the period from July 1 through June 30 of the FY, and is used by the CDE in combination with P-2 ADA to compute the Annual Apportionment processed at the P-1 Apportionment in the subsequent FY.*

Average Daily Attendance (ADA) is calculated three times per year, with the average attendance for each of the three tracks offered by HCCS summed separately. For 2022-23 and 2023-24, the Date Range and Days of Instruction reported at P-2 for both HCCS and CICA, and the published bell schedule, as provided by HCCTS, are shown on the next page:

FINAL REPORT-HCCTS STUDENT ATTENDANCE REVIEW

Year	Track	P-2 Date Range	Days at P2	Days Annual
2022-2023	A	8/15/22-4/13/23	155	201
2022-2023	B	8/29/22-4/13/23	145	191
2022-2023	C	9/12/22-4/13/23	136	182

Year	Track	P-2 Date Range	Days at P2	Days Annual
2023-2024	A	7/10/23-3/22/24	164	224
2023-2024	B	8/14/23-3/29/24	146	201
2023-2024	C	9/11/23-4/12/24	137	182

AM - M,Tu,W,F		
Period 1	8:30 a.m. - 10:43 a.m.	133
Period 2	10:47 a.m. - 1:00 p.m.	133
Lunch	1:00 p.m. - 1:30 p.m.	0
Period 3	1:30 p.m. - 3:43 p.m.	133
	Total minutes:	399

PM SCHEDULE A - M,Tu,W,F (USE PM SCHED. B FOR Ths)		
Period 5	3:00 p.m. - 5:25 p.m.	145
Break	5:25 p.m. - 5:35 p.m.	10
Period 6	5:35 p.m. - 8:00 p.m.	145
	Total minutes:	290

AM - Th		
Period 1	8:30 a.m. - 10:10 a.m.	100
Period 2	10:15 a.m. - 11:55 a.m.	100
Lunch	11:55 a.m. - 12:25 p.m.	0
Period 3	12:25 p.m. - 2:05 p.m.	100
	Total minutes:	300

PM SCHEDULE B - M,Tu,W,Th,F		
Period 5	4:30 p.m. - 6:25 p.m.	145
Break	6:25 p.m. - 6:35 p.m.	10
Period 6	6:35 p.m. - 9:30 p.m.	145
	Total minutes:	290

AFT - M,T,W,F (USE AM Th SCHED. OR PM SCHED. B FOR Ths)		
Period 3	12:00 p.m. - 2:13 p.m.	133
Period 4	2:17 p.m. - 4:30 p.m.	133
Lunch	4:30 p.m. - 5 p.m.	0
Period 5	5:00 p.m. - 7:13 p.m.	133
	Total minutes:	399

PM SCHEDULE C - M,Tu,W,Th,F		
Period 5	5:00 p.m. - 6:55 p.m.	145
Break	6:55 p.m. - 7:05 p.m.	10
Period 6	7:05 p.m. - 10:00 p.m.	145
	Total minutes:	290

(The PM Schedule B and C individual calculations for Periods 5 and 6 are incorrect, although the total minutes for both schedules is accurate.)

Students attending school in July 2022 were not claimed for ADA or instructional minutes. Beginning in July 2023, those students attending what had previously been considered a "Summer School" session, were counted for both.

Based on information provided by HCCTS, one day per week has a shorter instructional day to allow for staff meetings and professional development. Those days are shown under the heading "Short Days." The annual minutes calculation for Tracks A, B, & C for 2022-23 and 2023-24 are the same for all grades:

2022-23	Full Days	Minutes	Short Days	Minutes	Total Days	Total Minutes	Excess Days	Excess Minutes	Meets Requirements
Track A	159	399	42	300	201	76,041	26	11,241	Yes
Track A (PM)	201	290	N/A	N/A	201	58,290	26	(6,510)	No
Track B	151	399	40	300	191	72,249	16	7,449	Yes
Track C	144	399	38	300	182	68,856	7	4,056	Yes

2023-24	Full Days	Minutes	Short Days	Minutes	Total Days	Total Minutes	Excess Days	Excess Minutes	Meets Requirements
Track A	178	399	46	300	224	84,822	49	20,022	Yes
Track A (PM)	224	290	N/A	N/A	224	64,960	49	160	Yes
Track B	159	399	42	300	201	76,041	26	11,241	Yes
Track C	144	399	38	300	182	68,856	7	4,056	Yes

The minimum required annual instructional minutes for Grades 9-12 is 64,800. Therefore all tracks met the requirement for both the AM and PM schedules in 2023-24. According to HCCTS, all students on the PM Schedule are enrolled in Track A (PM). As shown in the table above, the Track A (PM) calculation for 2022-23 is short of the required minutes by 6,510. The minimum number of required instructional days is 175, which is met by all tracks in both years.

State Apportionment for school districts and charters is primarily based on attendance calculated at P-2. The third period, which is usually called P-Annual, but also sometimes referred to as P-3, reflects student attendance for the full year. Given that HCCS and CICA do not fall under compulsory attendance laws as all students are at least 22 years of age, and many of those adult students have children that end their school year in late spring, HCCS and CICA typically see a dip in attendance towards the end of the year since their school calendars run to the end of June, resulting in the Annual ADA for the school year decreasing from P-2.

Enrollment in 2022-23 was roughly two-thirds minority and two-thirds female. There are additional services provided to students at some locations, including a food bank, clothes closet, child care, and laundry. HCCS charter school principals are not assigned to a single site, but rather serve several locations and rotate their visitations. (The reporting structure as provided by HCCTS is included on the page five of this report.) For CICA, charter school principals are assigned a grade level and manage all locations for that grade level.

Reported Procedures for Classroom Attendance-HCCS

According to Section 22 of MOU Amendment No. 3 with TRUSD, "*Subject to District approval, the Charter School will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960*."

Highlands has utilized PowerSchool as its Student Information System (SIS) since 2016-17. Student attendance for HCCS is to be entered daily by the teacher.

Attendance is documented in two ways, electronically and manually. The electronic method is accomplished through a dedicated software application or "app," developed specifically for HCCTS by an employee of the charter school. This app is called "The Brain." The manual method of documenting attendance is recorded concurrently with manual sign-in registers created and maintained by the teacher.

The Brain was initially introduced for sharing school events and pushing announcements to students through the app. Among other services, the Brain app provides access to Bus Passes, translated support chat, Class chat, learning layers to identify speech, a student and staff directory, contact with a dedicated support team, a support ticketing system, housing, employment, classroom management, events and announcements, and push notifications in student's language. It can be targeted to specific students.

The following represents an implementation timeline provided by HCCTS concerning the roll-out of major updates to the Brain app relating to student attendance:

- Student attendance check-in was added for HCCS in March 2022, utilizing a QR code scanned by the student through the Brain app uploaded on their cell phone.
- In June 2022, teachers interested in using the app for attendance purposes were provided training.
- In September 2022, Attendance check-in stations were mounted on classroom walls.
- In October 2022, CICA was added to the process, with the Learning Report activated in the app for beta testing.
- In January 2023, the app was rolled out for all teachers' use in administering attendance.
- In May 2023, the app was updated.
- Adjustments to attendance logs were implemented in July 2023.
- A mobile phone version was rolled out in August 2023. At that point, Near Field Communication (NFC) functionality was developed, and mandatory training held for teachers. Classroom teachers retained the option to use either the QR code or the NFC.
- In February 2024, NFC station trainings were initiated. By April, Tap Attendance stations were rolled out to classrooms. Teachers had the option of creating additional NFC stations within their classroom, although nearly all maintained the single station

mounted on the classroom wall. The tap stations were intended to increase the speed and efficiency of the app for attendance check-ins. However, several small issues were encountered such as those described below.

- In July 2024, several issues were addressed in an update, including alphabetizing the student roster for teachers when they accessed the app for attendance, and linking student name and ID number. Section filters were added to help teachers organize class rosters, and a pop-up prompting teachers to submit absences was introduced. An "outbox" was also added, showing teachers what had been submitted and their position in the queue in PowerSchool, which helps teachers know the status of their submission if it did not upload immediately, as opposed to waiting for hours without knowing whether the submission had failed or was waiting to be processed.

It is possible for tracking to be utilized to require students to sign out of class, but that feature is not currently activated, since students are only required to sign in, not out of class. There is also a geo-tracking feature, although according to interviews of teachers and administrators it is not used for attendance.

There is a planned implementation incorporating Artificial Intelligence, which will be called "Brain AI" and include a knowledge base—i.e. student handbook, evacuation manuals, etc. The plan is that students will be able to ask the app a question and AI will provide the answer in the appropriate document in their language.

The Brain app has become a major source of recording and accounting for student attendance, in addition to resources which it connects to students.

Reported Classroom Attendance Check-In Procedure and Upload to PowerSchool

Using the Brain app, students check into class by tapping their phone against an NFC tag posted on the classroom wall. Per HCCS Attendance Procedures, students are required to do the following:

1. Students open the Brain app on their school-issued cell phone or personal device.

2. Students are provided a unique code connected to their student ID account.

3. Classrooms are equipped with an NFC chip that allows students to scan or tap their phone to record attendance into the Brain app. (For students without a phone, teachers can scan them in using a QR code)

4. Both students and teachers receive a confirmation that students have checked in to their class.

5. In the Brain app, teachers review an inbox of daily attendance logs to review, which shows all students who checked into classes.

6. Teachers select logs to submit to PowerSchool and can confirm attendance with a single click.

7. Teachers may remove logs if any record is inaccurate.

8. The teacher receives a confirmation that PowerSchool accepted the attendance.

The Brain app digitally records the following attendance information:

- Student Name and ID #
- Date & Time (when the attendance log was created)
- Course & Section #
- Attendance Code (absent, present)
- Attendance Method (student scan or manual)
- Teacher Name (who verifies and submits the attendance)
- Date and Time (the attendance log was submitted to PowerSchool)

To prevent students from scanning in other students, the codes for each student expire and regenerate every two minutes. This is designed to discourage a student from using screenshots of their friends' or relatives' codes and scanning them for attendance. According to the HCCTS Coordinator of Innovative Learning, who developed the app in-house, implementation of additional security features, such as face recognition, is in process.

Teachers also maintain manual attendance binders, primarily as a back-up system. In addition to tapping the NFC tag, student attendance is recorded by pen and paper on a student roster located in the classroom and signed by each student. Teachers are to reconcile this manual record with the Brain app before sending attendance for that day to PowerSchool. These binders are maintained for the entire school year, but according to interviews, prior to 2023-24 were discarded at end of year.

According to HCCTS Administrators, during 2022-23 and 2023-24 the Brain app was not used for attendance purposes at contracted CTE sites, such as Asher. In those settings, the Brain app was used for non-attendance purposes and all attendance was input directly into PowerSchool.

The stated attendance goal for HCCS in its last petition (2019) was 67%. (Pg. 52, Charter Renewal Petition for Highland Community Charter School). According to information provided by HCCTS, the daily attendance rate (number of students attending any portion of a scheduled school day) was 55.24% as of P-2 in 2022-23, and 47.95% as of P-2 in 2023-24.

The attendance flowchart provided by HCCTS is shown on the next page:

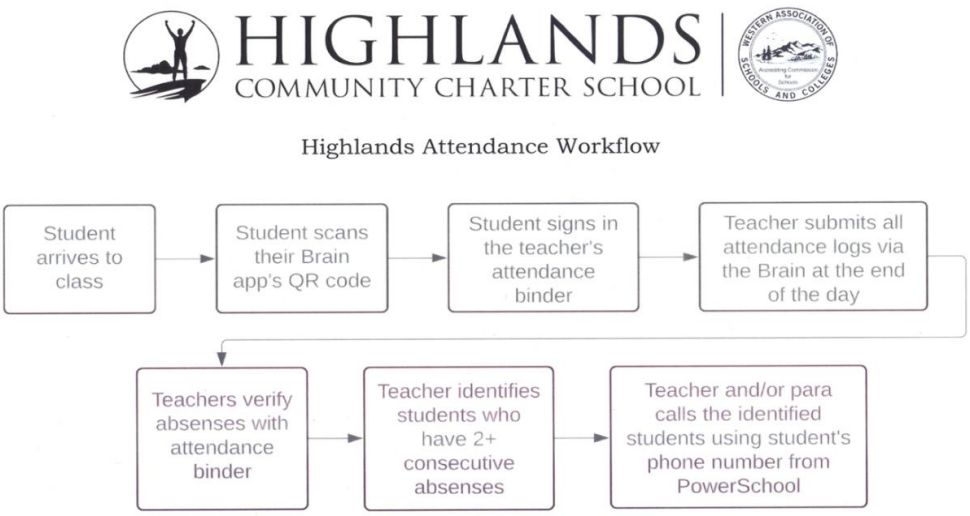

According to attendance procedures furnished to the Consultant, HCCS attendance includes the following expectations of teachers and para-educators:

Student Absences

Students at Highlands are 22 years of age or older, meaning that their attendance in class is non-compulsory. Despite this, our teachers and paraeducators are expected to follow up with their students when they have been absent for more than two consecutive days. Teachers and paraeducators are able to access students' provided phone numbers via our Student Information System, PowerSchool.

During the study, it was not evident that there is consistent contact of students after two consecutive absences, as stated in the Attendance Procedure. One explanation for this procedure not being followed may be the large class sizes discussed later in this report.

In-Person/Zoom Meetings

The Consultant completed a series of interviews with HCCTS administrative staff as well as teachers, para-educators and principals in order to review policies, procedures, practices, controls, addressing of complaints, and compliance with regulations related to student attendance reporting. Administrative meetings were held that included Interim Executive Director (Mayra Valdivia), new Executive Director (Bill McGuire), Director of Executive Services (Natasha Lutsik), Chief Fiscal Officer (Matthew Lemos), Deputy Director (Brian Hamilton), Director of Instruction and Professional Development (Andrew Michaud), Director of Independent Study (Christina Martinez), Special Projects Coordinator (Sascha Hayes), Data Reporting and Analysis Manager (Mark Lutgen), Coordinator of Innovative Learning Products (Dr. Bobby Valentine), Director of Student Engagement (Mike Roessler), Chief Technology Officer (Vireak Chheng), and members of the Eide Bailly LLP independent audit firm that conducted the required annual audits of charter operations in 2022-23 and 2023-24.

Between June 7 and June 25, 2024, the Consultant conducted one-to-one in-person interviews with seventy-three HCCS/CICA teachers and six principals, and visited numerous classrooms at six locations. Between August 19 and August 23, Consultant conducted further one-to-one in-person interviews of sixteen para-educators at three sites.

The Consultant also met with an independent contractor hired by TRUSD to visit all sites and classrooms between Spring and Fall of 2024, in fulfillment of TRUSD oversight responsibilities.

OVERVIEW OF OBSERVATIONS AND FINDINGS

Observation of HCCS Attendance Procedures

Students arrive at class and sign in using two methods. One, they sign a manual register, often a printed out roster. Secondly, if students have access to the Brain app on either their phone or one issued by Highlands, they tap their phone to a contactless NFC reader mounted onto the classroom wall, which electronically records their attendance.



(Photo of TAP station in classroom)

In classes with larger enrollment, and especially those consisting of students with rudimentary English-language skills, para-professionals often assist students to ensure they properly check in through both methods.

At the end of each day, teachers review the Brain app in their phone, checking student attendance recorded against the manual register. Once teachers have confirmed attendance in the app, it is uploaded by the teacher to PowerSchool via the teacher's unique identifier code. In some cases, para-educators assist teachers in reconciling the two attendance records—without entering any data into PowerSchool—but ultimately teachers perform the final reconciliation of attendance.

Attendance is directly entered by the teacher for any student failing to tap their phone and appearing only on the sign-in sheet—some teachers do so in the Brain app and some into PowerSchool using an attendance code "P" for present. Some students who are not as familiar with technology, or those who have not yet downloaded the app or received a Highlands-issued phone, might only be recorded on the manual register. There is a "digital boot camp" for new students, training them in use of the technology, but some students are not literate even in their own language when they first enroll.

Some teachers utilize pre-printed class rosters for student sign-in sheets, while others use sign-in sheets of their own design. Some also maintain additional attendance registers electronically, in addition to using the Brain app and sign-in sheets. In larger classes (in March 2024, fourteen class rosters exceeded 200 students, and more than fifty percent of classes had 100 or more students enrolled), teachers indicated that if they did not personally recall seeing the student, they check with the para-professional to ensure that the student was physically in the classroom at some point before marking them present.

Students who were not present are marked "A" in PowerSchool by the teacher to signify an absence.

According to HCCTS administrators, teachers can make corrections in the Brain app before uploading. Once a student's attendance is uploaded into PowerSchool, it cannot be changed without obtaining approval from the technology department, as PowerSchool requires an Administrative clearance.

If a student is marked neither present nor absent, the student's attendance that day remains "null," which if not corrected will calculate as a day of attendance in PowerSchool. Such "nulls" are reviewed by Administrative staff at the Grand Avenue location, which then notifies any teacher who should review and correct attendance for that student. Nulls are most common with new students, who may start attending a class before appearing on the roster. The teacher reviews and records the appropriate missing attendance in PowerSchool for those students once they appear on the roll. Although nulls are counted as present in PowerSchool, they are removed in a PowerSchool query when reporting ADA. However, this renders attendance summary reports generated by PowerSchool inaccurate, and they are not reviewed or utilized by HCCTS staff.

Internal Controls

According to the Association of Certified Fraud Examiners (ACFE), The Committee of Sponsoring Organizations of the Treadway Commission (COSO) defines an internal control as, *"a process, effected by an entity's board of directors, management, and other personnel, designed to provide reasonable assurance regarding the achievement of objectives relating to operations, reporting, and compliance."*

Internal control is referred to as a process because it permeates an organization's operating activities and is an integral part of basic management activities. Internal control provides reasonable—not absolute— assurance because the possibilities of human failure, collusion, and management override of controls make this process imperfect. An internal control can comprise multiple processes. These processes might be in the form of documented policies or procedures or a written communication from management. Processes might also come in the form of actual activities, such as planning or checking. When internal controls are embedded in multiple processes, they are likely to be much more effective

Even though an internal control system is ultimately the responsibility of management, everyone within the organization can play a part in helping ensure that a control is working effectively. This can be achieved if people are familiar with the organization's objectives and have aligned their specific objectives accordingly. One individual's objectives might vary from another's due to their differing roles and responsibilities. Even though their specific objectives are not the same, they should still align with the organization's objectives. Management sets the tone for the organization and should ensure that all employees are aware of the importance of internal controls and have a clear understanding of management's expectations regarding standards of conduct.

State of Records at HCCTS

The Consultant found the charter's recordkeeping process sometimes confusing, lacking centralized responsibility or internal controls regarding enrollment and attendance accounting. As a result, requests for information sometimes resulted in delayed or confused responses. This did not seem to be the result of malfeasance or resistance, but more a lack of systems, a lack of defined responsibilities within the organization, and a lacking of understanding the purpose of requests.

Based on the findings and experience of the Consultant as described in this report, there are underlying internal control issues that contribute significantly to the attendance accounting issues noted in this report. While there are written procedures and expectations, they are often divorced from actual practice and do not seem to be consistently reviewed for compliance.

According to Administrative staff, teachers are able to change attendance in the Brain app, but interviews revealed that teachers vary in understanding their ability and/or authority to make corrections of student attendance. Some teachers by-pass the Brain app and enter attendance directly into PowerSchool. While principals are nominally tasked with instructing new

teachers in attendance rules and procedures, and videos are provided, based on the results of this study such training is not detailed and consistent.

There has also been a constant shift in internal attendance rules and requirements, most commonly over the past two years as a result of nearly monthly updates to the Brain app, which was developed in-house and instituted for a variety of purposes, including the taking of attendance.

This has also resulted in wide variations in attendance recording practices by teachers. While as of the date of this report the app seems to be functioning as intended, the complicated aspect of student attendance and lack of centralized training and oversight has resulted in teachers sometimes using the two systems distinctly from each other, with little consistency in implementation. While this inconsistency does not appear to be the cause of incorrect attendance reporting, such a result remains a possibility that contributes to diminishing confidence that ADA is being recorded correctly.

With a lack of centralized responsibility, many functions such as training teachers and para-educators, and evaluating the effectiveness of changes in attendance process and procedures, are less effective than they could be. Again this is not a matter of lack of responsiveness on the part of the charter school, rather it seems to be the result of a lack of coherent and consistent systems and clear command structure, analogous to the proverbial "building the plane while flying it," a scenario voiced by several of those interviewed and that seemed, in part, to become more evident as a result of the organization's rapid post-COVID growth.

Attendance Concerns

Although the Brain app is not formally regarded as the final record of attendance, its use in gathering attendance data and its interface with PowerSchool suggests that communication and interaction with the charter authorizer regarding its implementation and use prior to deployment represents a best practice. For instance, an upcoming update may contain some Artificial Intelligence (A.I.) features. On July 9, 2024, TRUSD and HCCTS staff met and agreed that HCCTS would create a binder containing standardized operating procedures in using the Brain app for attendance, which was to be completed by August 19, 2024. Then HCCTS was to contact their auditors and have them review and make recommendations. After that, the attendance system documentation would be sent to TRUSD for consideration. (Letter from HCCTS Executive Director Bill McGuire to TRUSD, July 16, 2024). As of the finalizing of this report, this new procedure is being developed.

In addition to students utilizing the Brain app to check into class, all HCCS students are required to sign in on a manual register, which is then verified against the electronic sign-in sheet to ensure attendance is accurate. There are students who lack a phone or the app and can only sign in manually until they qualify for a HCCTS issued phone, or successfully download the app to their own cell phone. As a result, the manual registers are an integral part of attendance documentation and those documents should be maintained for three years after the

end of the school year to which they apply. However, based on interviews, records for 2022-23 were disposed of at the end of that school year. The Consultant recommended that HCCTS implement a policy specific to the retention of manual attendance sign-in sheets beginning with 2023-24, in accordance with California Code of Regulations, Title 5, sections 16020-16030.

During interviews, most HCCS teachers reported regular instances of students either scanning in or signing into class and then immediately leaving. Some reported one to two students doing this per day, others reported several or more exhibiting the same behavior. Those teachers with large rosters, primarily in the Level 0-3 classrooms, reported the most difficulty preventing this, or indicated they were under the impression they were powerless to do anything about it. According to teachers interviewed, those students are counted as present in most cases. Some teachers indicated they did not allow students to simply sign in and leave, responding by changing attendance in the system to absent. Other teachers required students to stay for a minimum period of time in order for them to be marked present. Some provided homework packets and gave them attendance credit when work was turned in, pointing to the difficulty many students have with work schedules and parental responsibilities. Some teachers, noting they are "at will" employees, expressed helplessness in addressing the issue, explaining they have been instructed in the past that if a student appears even for one minute, they are considered present and are to be marked as such.

Of the forty-one HCCS teachers interviewed, 60% indicated that they see students regularly sign in and leave immediately, or leave after being given a homework packet. The remainder require that students attend, generally for a half-hour to an hour, in order to receive attendance credit. Since the students are adults and do not fall under compulsory attendance laws, there is no matter of, or recordkeeping for, truancy. Even if marking students present who have no intention of attending class is technically an allowable practice, it raises the issue of quality of education and whether some students are treating HCCS as if it is an Independent Study program. Student attendance also directly correlates to student expectations and academic success, so not tracking this seems a lost opportunity to evaluate program effectiveness and integrity.

It is not clear that teachers have been effectively trained to understand the differences and implications of a student being marked present versus having an excused absence, in which case work can be assigned and returned later for academic credit. Students also gain or maintain public benefits or meet legal requirements for programs when marked present. There is definite inconsistency in understanding attendance policies and what can and cannot be done in the software system. The practice of allowing students to "drive-by" is a matter of concern for teachers. It also seems to be in conflict with state guidance to auditors and the charter's published expectations for students.

Teachers receive notification in the Brain app of the student sign-in and the location where it occurred. Several reported that students sometimes sign in at other sites, as the Brain app does not prohibit it. HCCTS administrators indicated that this was allowed in the software because of events or orientations being held at an alternate location that qualified for student

attendance. However, several teachers indicated their suspicion that some students are taking advantage and signing in for themselves or for others at another location without attending class. Others reported instances of students bringing an absent spouse's phone to class and tapping their attendance. The current security in the Brain app, including a limited time to complete the sign-in process, does not prevent this. If caught, according to those interviewed, attendance was changed in most cases.

Several teachers reported that with the June 2024 update of the Brain app, they could no longer see where a student signed in if they did so at another site, while others said the information was there but they had to dig for it. Some teachers indicated that because of this they do not upload attendance from the Brain app, but instead input attendance manually into PowerSchool.

(During interviews conducted in August 2024, the consensus of those interviewed was that for the 2024-25 school year, students caught scanning in or signing in for others were at risk of being expelled. Students were also required to physically attend for at least a minimum amount of time, although not for the entire class schedule. It is not clear that at that stage all teachers were applying this new rule across the board, and staff indicated inconsistent messaging from administrators in this regard.)

During on-site in-person interviews, teachers stated they do not mark any student present they or their para-educator have not seen, and none reported pressure to fabricate attendance, or inappropriate pressure to improve it.

ADA records were reviewed for each student, provided by HCCTS from PowerSchool via query and used to document ADA for state reporting. Each student who attended prior to P-2 was listed by track, Student ID# and #ADA generated. There were no instances found of students enrolled and earning ADA on multiple tracks, or earning more than one ADA in one year at HCCS or CICA for 2022-23 or 2023-24. The ADA reported for each track matched the P-2 ADA reported to the State.

Enrollment and Class Sizes

During site visits, it was observed that some HCCS classrooms were almost entirely full, with some students standing along the walls of the classroom, and students constantly arrive and depart during the class period. By the afternoon, the classrooms were almost completely empty.

Further inquiry revealed some class rosters nearing four hundred students. Many of these classes see new students enroll nearly every day. Since new students are not enrolling from another school, and a student arriving in May is placed in class the same as a student who began in August, issues arise for teachers attempting to create a coherent and continuous course of instruction throughout the year. Much work ultimately is provided through online software, such as Burlington English, with students progressing at varying rates.

In addition, while sites have lead teachers, principals are responsible for multiple locations and there often is no administrator on site.

HCCS Principals provided class level enrollment information for a sampling of school sites selected by the Consultant at the end of May/early June 2024. One site had four classes with rosters of more than 200 students, with the highest at 334. Five of six classes had more than 90 students attending at some point during the day, with two classes hosting 192 and 210 students on average for the last two weeks of May.

Another site with eight classes had seven with rosters exceeding 200 students, five of those having more than 100 students attending on average at some point during the day.

A third site with four classrooms had three classes with rosters ranging between 180 and 221 students, and daily attendance averaging between 91 and 121 for those three classes.

Of the forty-one HCCS teachers interviewed, thirty reported rosters of 100 or more students. Ten had rosters of 200 or more. Smaller class sizes were observed at the high school level, while large rosters were the norm at Levels zero through three.

As a result, it was decided to review class sizes for all of HCCS during 2022-23 and 2023-24.

The information received from HCCTS for HCCS enrollment in response to that request revealed seventeen classes in March 2023 with rosters of 150 or more students, including one class with 481 students, and ten exceeding 200 students. In March 2024, twenty-four class rosters exceeded 150 students, including one with 420 students. Enrollment in fourteen classes exceeded 200.

Most teachers assigned to Levels 0-3 reported rarely seeing more than half of their students on a given day, who they indicated often treat HCCS almost as if it were CICA, without having to report for a Zoom or in-person session with a teacher once or twice per week as required by that school. A review of 74 classrooms during March 2023 revealed 45 in which teachers saw less than half of their students on average. Of the 8,352 students on rosters that month, an average of 4,307, or 51.57%, attended on any given day.

Of the 98 classes surveyed in March 2024, 77 recorded attendance that on average represented less than half of the number of students on the roster. Of the 12,239 students on rosters, an average of 5,626, or 45.97%, attended on any given day that month.

These large class sizes have clearly been common for the past two years. As previously described, one teacher had a roster of nearly 500 students at one point before the class was split. Classes of these sizes call into question the ability of teachers to accurately take roll—an issue that the Brain app attempts to address—as well as the ability to provide adequate instruction. It is unclear that the class-sizes listed in the SARC reflect actual class sizes. In interviewing 36 HCCS teachers with classes at Levels 0-3 or Bridge, the average size of the roster in June 2024 was 169 students, with the average number attending at some point during the day at 68. Enrollment and class sizes in the SARC should also be reviewed in light of the number of students attending during the year and P-2 ADA generated in relationship to the

number reported each year on the October census date. Below is the table of class sizes for March 2023 and March 2024 based on information provided by HCCTS:

Table of Class Sizes—HCCS

	March 2023	March 2024
# Classes	74	98
Classes 0-49	10	13
Classes 50-99	35	30
Classes 100-149	12	31
Classes 150-199	7	10
Classes 200 +	10	14
Enrollment	8,352	12,239
ADA	4,307	5,626
Avg Class Enrollment	112.86	124.89
Avg Class Attendance	58.20	57.41
Attendance Rate	51.57%	45.97%

Observations of classrooms during this study indicate that the larger classes lack physical capacity for that many students at one time. Para-educators, teachers and principals were asked about procedures when more students show up than can be accommodated in the physical space. The answers varied by site. In some cases, students are told to wait until a spot opens up. In other instances, students arriving when class is full are given homework packets and sent home to work online in Edmentum, Burlington English, or Google Classroom. Sometimes classes are split and a para-educator assists students working online, with the teacher floating between the classroom and the overflow.

In all instances it was reported that students do not attend the entire day, most often attending for two to three hours at most.

Despite the student handbook declaring, “Students are expected to be in school daily and stay for the entire time of your program of study,” in practice there is no expectation of students doing so and in most instances none do. Students tend to arrive and leave in “shifts.” It is unlikely to find a single student attending an entire scheduled day. Teachers repeatedly spoke about students having work schedules or family commitments that made such full-day attendance impossible, so they did not press the issue. With just under 48% of students recorded as present on an average day for the 2023-24 school year, and students often attending in “shifts,” actual attendance in a classroom at any one time, based on observations of classrooms during this study, is almost certainly less than 48%.

Because is it impossible for students in most Level 0-3 classes to attend a full instructional day should they all arrive, it is not possible to affirm that HCCS offers the required instructional minutes in a manner that meets state requirements to qualify for ADA.

The inability for many students to attend full days in person also calls into question whether HCCS meets the audit guide standard of offering at least 80 percent of instructional time at the

school site, as required in Section BB, sub-sections 1b and 1d of the 2023-24 Audit Guide, and of requiring them to physically attend for that 80% minimum of instructional time. The splitting of classrooms when too many students are present also raises the question of whether in those instances a para-educator is effectively supervising the class, instead of the certificated instructor.

Among those interviewed, teacher experience at HCCS ranges from a few months to several years. Approximately half of the teachers interviewed had three or more years of experience at HCCS, while approximately sixty percent possessed overall teaching experience, including at other educational institutions, of three or more years. Roughly twenty-five percent had one year or less of teaching experience at HCCS, and about fifteen percent had one year or less of overall experience, inclusive of time spent at other educational institutions.

Calendar and P-2 Reporting

HCCTS provided the Consultant a work paper outlining its methodology for reporting P-2 and Annual ADA to the State after implementing the attendance function of the Brain app. In this paper, it is stated that:

"HCCTS opted to utilize direct PowerSchool SQL queries for extracting attendance data instead of relying on standard PowerSchool reports due to a limitation caused by how PowerSchool captures attendance data and how attendance is synced with the Brain. Specifically, PowerSchool interprets any attendance records not explicitly entered by a teacher as 'Present.'

"This default behavior creates a risk of overreporting ADA, as students with unknown attendance statuses may incorrectly appear as present. To ensure that ADA is calculated based only on verify (sic) *attendance records, HCCTS requires that all data used in reporting must reflect attendance status actively entered by the teacher. By directly querying the database, we eliminate the risk of including unverified or inferred attendance data. This approach aligns with our commitment to accuracy and compliance, as it prevents our school from claiming ADA for students whose attendance status is uncertain due to this limitation.*

"This method has been consistently validated through external audits and considered to be a reliable mechanism for producing ADA reports."

While a list of all ADA by student, pulled from the PowerSchool query, is supplied to TRUSD by HCCTS, it is unclear that this change to utilizing a query in the attendance reporting procedure was communicated to TRUSD for review and approval.

Additionally, as noted earlier in this report, CDE requirements for calendars are that they begin with the first week of instruction and consist of four full school weeks—they are not the same as calendar months. In discussion with HCCTS staff, it appears that instead of using an attendance school calendar as required by the State Department of Education, the charter school used incorrect calendars for purposes of reporting ADA. While this does not impact the

calculation of annual ADA, it did result in erroneous divisors being used to calculate P-2 ADA for both HCCS and CICA in 2022-23 and 2023-24.

The divisors as reported by HCCTS for HCCS and CICA in 2022-23 were 155 days for Track A, 145 days for Track B, and 136 days for Track C, with the final full school month before P-2 ending on April 13 for all tracks.

However, based on the start days for each track, the number of days at P-2 (excluding Winter Break, as was done in 2023-24) should have been 151 for Track A, 131 for Track B and 132 for Track C, with the final school months before P-2 ending on April 7 for Tracks A and C, and on March 24 for Track B. (Note: If Winter Break is included, the days should have been 141 for Track A, 131 for Track B and 122 for Track C, with P-2 ending on March 24 for Tracks A & C, and on April 7 for Track B.)

Random sampling of twenty CICA students in 2022-23 (see page 45) resulted in an over reporting of 0.14 ADA to the State (10.74 ADA vs 10.88 ADA). Including Winter Break resulted in a sampling error of 10.46 vs. 10.88 ADA.

The divisors as reported by HCCTS (with Winter Break excluded) for CICA in 2023-24 were 174 days for Track A, 156 days for Track B, and 137 days for Track C, with the final full school month before P-2 ending on April 5 for Track A, and April 12 for Tracks B and C. It is noted that the provided calendar also excludes Thanksgiving Break, which is not allowed.

However, based on the start days for each track, (with Winter Break excluded and Thanksgiving Break included) as the number of days at P-2 should have been 169 for Track A, 151 for Track B and 132 for Track C, with the final school months before P-2 ending on March 29 for Track A, and on April 5 for Tracks B and C.

During sampling it became clear that a divisor of 179 was used in reporting Track A P-2 for CICA to the State, a divisor of 156 was used for Track B, and of 137 for Track C. As a result, it is possible the end dates for P-2, as was the case in 2022-23, were not adjusted, with April 12 as the last student attendance day before P-2 being used for all tracks. Using this methodology matches all tracks to the number of days used as the P-2 divisor for 2023-24.

Random sampling of twenty CICA students in 2023-24 (see pages 46-47) resulted in an under reporting of 0.24 ADA to the State for these twenty students (14.37 ADA vs 14.13 ADA). Since the same issues regarding the exclusion of Thanksgiving Break and its impact on the attendance calendar apply to HCCS, and all ADA for individual students was inaccurate, support for P-2 ADA reported to the State could not be validated for either HCCS or CICA in 2022-23 or 2023-24. Attendance Calendars need to be corrected for both years and P-2 ADA re-run for both schools.

Following is a comparison of the calendars used for CICA to calculate P-2 divisors versus the calendars that should have been used. For 2022-23, the left column represents the Academic Calendar as used, with common end dates for each track, and for 2023-24 the CICA Attendance calendar with both Thanksgiving Break and Winter Break excluded. The right column for both charts displays the calendar (excluding Winter Break) that should have been

used per CDE guidelines. The same attendance calendar was apparently used in 2022-23 for both CICA and HCCS.

HCCTS SCHOOL CALENDAR COMPARISONS 2022-23- Excluding Winter Break

Academic School Calendar			Attendance Calendar per CDE	
TRACK A			TRACK A	
Month 1	Aug 15-Aug 31	13	Aug 15- Sep 9	19
Month 2	Sept 1 - Sept 30	21	Sept 12 - Oct 7	20
Month 3	Oct 1 - Oct 31	21	Oct 10 - Nov 4	20
Month 4	Nov 1- Nov 30	16	Nov 7 - Dec 2	14
Month 5	Dec 1 - Dec 31	17	Dec 5 - Jan 13	20
Month 6	Jan 1 - Jan 31	16	Jan 16 - Feb 10	19
Month 7	Feb 1 - Feb 28	19	Feb 13 - Mar 10	19
Month 8	Mar 1 - Mar 31	23	Mar 13-Apr 7	20
Month 9	Apr 1 -Apr 13	9		
TOTAL AT P-2		155	TOTAL AT P-2	151
TRACK B			TRACK B	
Month 1	Aug 29-Aug 31	3	Aug 29- Sep 23	19
Month 2	Sept 1 - Sept 30	21	Sept 26 - Oct 21	20
Month 3	Oct 1 - Oct 31	21	Oct 24 - Nov 18	19
Month 4	Nov 1- Nov 30	16	Nov 21 - Dec 16	15
Month 5	Dec 1 - Dec 31	17	Dec 19 - Jan 27	19
Month 6	Jan 1 - Jan 31	16	Jan 30 -Feb 24	19
Month 7	Feb 1 - Feb 28	19	Feb 27 - Mar 24	20
Month 8	Mar 1 - Mar 31	23		
Month 9	Apr 1 -Apr 13	9		
TOTAL AT P-2		145	TOTAL AT P-2	131
TRACK C			TRACK C	
Month 1	Sept 12 - Sept 30	15	Sept 12 - Oct 7	20
Month 2	Oct 1 - Oct 31	21	Oct 10 - Nov 4	20
Month 3	Nov 1- Nov 30	16	Nov 7 - Dec 2	14
Month 4	Dec 1 - Dec 31	17	Dec 5 - Jan 13	20
Month 5	Jan 1 - Jan 31	16	Jan 16 - Feb 10	19
Month 6	Feb 1 - Feb 28	19	Feb 13 - Mar 10	19
Month 7	Mar 1 - Mar 31	23	Mar 13-Apr 7	20
Month 8	Apr 1 -Apr 13	9		
TOTAL AT P-2		136	TOTAL AT P-2	132

For 2023-24, if the date for P-2 is extended to April 12 for Track A, the divisors of 179, 156 and 137 match the divisors actually used by CICA as noted on page 33:

CICA SCHOOL CALENDAR COMPARISONS 2023-24--Winter Break Excluded

CICA Attendance Calendar			Attendance Calendar per CDE	
TRACK A			TRACK A	
Month 1	Jul 10- Aug 4	20	Jul 10- Aug 4	20
Month 2	Aug 7-Sept 1	18	Aug 7-Sept 1	18
Month 3	Sept 4-Sept 29	19	Sept 4-Sept 29	19
Month 4	Oct 2 - Oct 27	20	Oct 2 - Oct 27	20
Month 5	Oct. 30 - Dec 1	19	Oct. 30 - Nov 24	14
Month 6	Dec 4- Jan 12	20	Nov 27- Dec 22	20
Month 7	Jan 15- Feb 9	19	Jan 8- Feb 2	19
Month 8	Feb 12-Mar 8	19	Feb 5-Mar 1	19
Month 9	Mar 11-Apr 5	20	Mar 4-Mar 29	20
TOTAL AT P-2		174	TOTAL AT P-2	169
TRACK B			TRACK B	
Month 1	Aug 14-Sept 8	19	Aug 14- Sep 8	19
Month 2	Sept 11 - Oct 6	20	Sep 11 - Oct 6	20
Month 3	Oct 9 -Nov 3	20	Oct 9 - Nov 3	20
Month 4	Nov 6- Dec 8	19	Nov 6 - Dec 1	14
Month 5	Dec 11 - Jan 19	19	Dec 4 - Jan 12	20
Month 6	Jan 22-Feb 16	20	Jan 15- Feb 9	19
Month 7	Feb 19 - Mar 15	19	Feb 12 - Mar 8	19
Month 8	Mar 18-Apr 12	20	Mar 11-Apr 5	20
TOTAL AT P-2		156	TOTAL AT P-2	151
TRACK C			TRACK C	
Month 1	Sept 11 - Oct 6	20	Sep 11 - Oct 6	20
Month 2	Oct 9 -Nov 3	20	Oct 9 - Nov 3	20
Month 3	Nov 6- Dec 8	19	Nov 6 - Dec 1	14
Month 4	Dec 11 - Jan 19	19	Dec 4 - Jan 12	20
Month 5	Jan 22-Feb 16	20	Jan 15- Feb 9	19
Month 6	Feb 19 - Mar 15	19	Feb 12 - Mar 8	19
Month 7	Mar 18-Apr 12	20	Mar 11-Apr 5	20
TOTAL AT P-2		137	TOTAL AT P-2	132

Note--CICA Calendar incorrectly excludes Thanksgiving Week

The HCCS attendance calendar for 2023-24 included Winter Break, but also incorrectly excluded Thanksgiving Break. The following is a summarized difference between the P-2 divisors for HCCS per the calendar provided, and the divisors per a calendar created per CDE instructions, also including Winter Break, and properly including Thanksgiving Break:

	HCCS Calendar	CDE Calendar
Track A	164	179
Track B	146	141
Track C	137	122

HCCS Questioned ADA—College Oak Holiday Closure

On August 9, 2023 and March 27, 2024, the College Oak location, which is a local mosque, was closed—on August 9 due to staff development and on March 27 due to Muslim holidays. Some teachers taught those days at another location and some students opted to attend at the alternative location. However, a number of students were provided with Short-term Independent Study assignments. Although it may be possible that an alternative classroom setting was available for students on those days, making the short-term IS assignment voluntary as is required, for the 2023-24 school year Short-term Independent Study had to be offered for a minimum of three days. Since it was offered only for one day, it appears that those days of attendance are not eligible for claiming apportionment funding.

In addition, on August 9, 2023, based on information provided by HCCTS, only 21 students appeared in person at another location, while 523 opted for short-term Independent Study, making it difficult to claim that another location was available for students if they did not want to participate in Short-Term IS.

On March 27, 2024, 737 Track A students, 103 Track B students and 842 Track C students opted to attend in person at another location.

For August 9, 2023, the questioned number of days of apportionment, representing days claimed for Short-term IS, for Track A is 523—Tracks B and C had not yet begun their year.

For March 27, 2024, the questioned number of days of apportionment for Track A is 218, for Track B, 40 and for Track C, 246.

The questioned P-2 ADA for Track A for both days results in a decrease of 4.26 ADA, a decrease of 0.26 ADA for Track B and a decrease of 1.79 ADA for Track C, resulting in a total ADA decrease of 6.31 ADA.

At a 2023-24 funding rate of $12,015 per ADA for Grades 9-12 plus a grade span adjustment of $312 per ADA, for a total of $12,327 per ADA, the total questioned costs amount to $77,783.

CICA School Structure

Similar to HCCS, CICA operates as a single school, spread across multiple locations. But unlike HCCS, Principals are assigned to administer specific levels (IHS, Bridge, HS). They are responsible for all locations for the level they are assigned.

As with HCCS, the school is divided into three "grade-level" designations. Levels zero through three represent ninth grade and students range in education from those who are illiterate in their own language and may have never attended school, to students with some education background and some proficiency in the English language.

The next level is "Bridge," in which specific courses are taught, representing tenth grade, and serving as a qualifier to the High School program, or twelfth grade, from which students can earn their diploma.

Students at the "Bridge" level or at the High School level may also be attending CTE courses. CTE instructors are to provide attendance to the Independent Study teacher in order to mark attendance for the students in those courses, in addition to their regular Independent Study work.

As with HCCS, beginning in 2020-21, students who were English Learners were transferred from an Adult Elementary Education program to an International High School (IHS) program, with a resulting change in grade designation and funding from Grades 1 and 2 to Grades 9 and 10. According to CICA's Student Accountability Report Card, students enrolled in IHS in 2020-21 represented just above one percent of students enrolled as of the census date. By 2022-23, 70 percent of the students enrolled in the Independent Study School were IHS or Bridge students, designated as either Grade 9 or 10. This coincided with major expansion in CICA's total enrollment, from 363 to 2,202.

According to CICA's SARC report, in fiscal year 2019-20, 29 of 169 students as of the census date were either Grades 1 or 2. In 2020-21, students enrolled as either Grade 9 or 10 (the previous Grade 1 and 2 designation) had dropped to 5 of 363 students. By 2021-22, the number of Grade 9 and 10 students had risen to 284 of 780. By 2022-23, 1,542 of 2,202 students enrolled were Grades 9 and 10.

Classroom Attendance Procedures-CICA

The Consultant conducted in-person one-to-one interviews with 31 CICA teachers representing three locations between June 7 and June 13, 2024.

According to those interviewed, enrolling students attend a centralized orientation during which they are trained in the use of technology employed by CICA—called Digital Literacy Training—and are provided an Independent Study Master Agreement, which they sign digitally. Once this process is completed, the teacher is notified and receives a copy of the IS Master Agreement in English through the Brain app. At that point the teacher digitally signs and the student is enrolled.

There is a Compliance Team that reviews CICA paperwork. The following is an explanation provided by CICA administration of the team's role, process and procedures:

"Not really involved in the enrollment process. We are responsible for the monthly checks on teacher rosters as part of the IS check in process to see if the teachers roster or students courses has been updated and we track that accordingly. The teacher is informed by a counselor when they have a new student and when the student is going through the orientation process they sign the Master Agreement in the Brain as part of the onboarding process. The compliance team is responsible for verifying that the Master Agreement has been signed and accurate, the Learning Report and work samples have been submitted and accurate, and that attendance has been submitted for the student. Attendance is audited by [the Academic Services Generalist], *who acts as an attendance clerk for one of his responsibilities. He runs attendance audits in PowerSchool to make sure the attendance being captured in the Brain is synching up with PowerSchool based on the information submitted through the Brain by the teacher."*

New IS Master Agreements for continuing students are digitally signed by each student prior to commencement of the next unit of study, or the school year, as appropriate.

IHS Students (Levels 0 to 3) and Bridge students are expected to attend, either via Zoom or in person, synchronous instruction through two-hour classroom sessions twice per week—this was changed in Spring 2024 from four sessions per week. In addition, they are assigned homework which must be submitted according to deadlines set by the teacher. Some teachers assign work daily, most online through Google Classroom or Edmentum. Burlington English is utilized for students learning English.

At the HS level, students work through individual units of study at their own pace, although they must be completed in a specific period of time, (i.e. five weeks). Students must demonstrate a minimum amount of progress each week in order to earn apportionment credit. New IS Master Agreements are completed for each individual unit of study.

Many teachers also provide office hours or schedule periodic meetings with each student.

Students are marked present or absent for the sessions offered twice per week, with apportionment credit for the remaining days dependent on work being turned in by the student.

High school level students generally meet with their teacher once per week for an hour, since they are more able to work independently.

Students who have not submitted their assignments are first contacted by the teacher. If this does not result in contact, the teacher may request contact through the Intervention team, which will assign a para-educator with knowledge of the language and culture of the student in question to make contact. If that contact is unsuccessful in achieving re-engagement, the student is sent a letter warning them that they will be dis-enrolled within a certain period of

time—this is referred to as a "Leave of Absence" or "LOA." Most teachers interviewed reported multiple instances of students being placed on LOA during the year.

According to the CICA Tiered Re-Engagement Strategy, teachers are instructed to review their rosters at the end of each learning period (twenty-day school month) to determine if any students need to be referred for LOA. The majority of teachers during interviews indicated having at least one student currently being evaluated for potential LOA.

At the high school level, it is expected that a student missing more than three assignments will also meet with a counselor, rather than having a para-educator reach out to them. High School teachers are expected to make contact with each student at least once per week.

Teachers maintain student engagement logs in various ways. Generally, contact is documented through the twice-weekly classroom sessions. Other significant contacts are recorded in PowerSchool. Some teachers maintain a log of their own making, documenting other types of student contact.

At the end of each twenty-day school month—or learning period—the teacher submits apportionment credit as well as two work samples for each student via the Brain app to the Compliance Team.

According to the IS Master Agreement, the following is to take place when a student misses assignments:

Board Policies: We understand for students in all grade levels and programs, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be 20 school days. After 2 missed assignments or when a student's educational progress falls below satisfactory levels, an evaluation will be made, to determine whether it is in the best interests of the student to remain in independent study. A student's progress falls below satisfactory levels as determined by the Highlands Community Charter and Technical Schools' Multi-tiered Systems of Support ("MTSS") procedures which considers ALL of the following indicators:

- *i. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).*
- *ii. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.*
- *iii. Learning required concepts, as determined by the supervising teacher.*
- *iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher*

It is unclear whether the LOA process, which is not mentioned in the IS Master Agreement, complies with Board Policy and the IS Master Agreement.

Shown below is a CICA student re-engagement schedule:

CICA Tiered/Student Re-engagement 23-24

Below are the Principals' expectations for teachers. Expectations are shared wi teachers during teacher onboarding and again during their one-on-one check-in Teachers and Principals review how to complete log entries in PowerSchool to docume student interactions and concerns and needed student support and outreach.

International High School (IHS) and Bridge:

CICA
California Innovative Career Academy

(Current)
TIERED RE-ENGAGEMENT
STUDENT ATTENDANCE

ACTION	STUDENT HAS MISSED 2 DAYS OF CLASS	STUDENT HAS MISSED 3 DAYS OF CLASS	STUDENT HAS MISSED 4 DAYS OF CLASS	STUDENT HAS MISSED 6 DAYS OF CLASS	TWO WEEKS OF NO CONTACT
Text	✓				
Phone Call	✓				
Email		✓			
Para Support Counselor Support (HS)			✓		
Log Entry	✓	✓	✓	✓	✓
	Ongoing communication with team teacher				
Notes	Teacher submits log entries for every attempt to contact the student	Principal cc'd to all emails and updated during check-ins	Teacher submits log entries for every attempt to contact the student	Principal approves the LOA for the student	Submit an LOA

High school:

Teacher Communication
You should be communicating with your students on a weekly basis. (Via Phone call, text, email.) If you have a student who needs a resource, you will need to communicate that with your counselor. 24-48 hour response time via email. No need to *reply all* to emails sent to all staff.

Log Entries/Leave of Absence
At the end of each week please input log entries for your students for the following reasons: • Missed their student/teacher meeting • Not making adequate progress • Not communicating If a student continuously does not make meetings, does not communicate with you, and does not make academic progress they will need to be placed on a leave of absence. Before placing a student on a leave of absence you will need to communicate that with them. At the end of each learning period you will take a deep dive into your roster and determine if any student needs to be placed on a leave of absence. We can not continue to hold students who are not making progress. If you place a student on an LOA please make sure credits earned are up to date in PS.

The same IS Master Agreement is used for IHS, Bridge and HS levels, despite the fact that student contact is handled differently in each setting. For example, at the High School level, students meet with the teacher once-per-week. Generally there appears to be no consistent, daily contact as required in the IS Master Agreement, which states:

Reporting: We understand that students are required to report to their teacher(s) as scheduled to submit assignments and for reporting his or her progress as follows: Manner: through online messages, email, phone or in-person; Frequency: at least once per school day, M-F; Time: 8:00 a.m.-5:00 p.m.; Place: virtually or in-person.

During interviews it could not be determined that this process is being consistently followed by teachers, and there does not appear to be a centralized format for an "engagement log" of student contacts. Some teachers keep personal logs of contact, while others post "important" contacts into PowerSchool. Some teachers indicated they contact students per the IS Master Agreement, some do not, emphasizing the twice-per-week classroom sessions. Some teachers indicated they post student contacts into PowerSchool, and others do not. Many teachers were unfamiliar with the term "engagement log," thinking it had to do with synchronous instruction.

CICA Attendance Concerns

The Consultant was unable to determine who records student apportionment credit for assigned work. Samples are submitted to a Compliance Team, but some teachers interviewed appeared to be defining student attendance credit as confirmed by the uploaded work samples, and others seemed to be referring to the daily, weekly or monthly assignments.

It also could not be determined how non-apportionment for students is recorded, since during 2023-24 apportionment credit was pre-populated in the attendance system. Attendance statistics provided by HCCTS for CICA showed all sites at virtually 100 percent, and student sampling likewise showed evidence of all students earning full apportionment credit. The Director of Independent Study indicated that students who attend only once or twice are removed from the system, and any days they attended are not claimed as ADA by the charter school. The high attendance rate was attributed to the intervention process.

Due to a lack of training, there appears to be a lack of consistency on the part of many teachers regarding how attendance is earned by a student in Independent Study. In some instances, teachers mark only the synchronous attendance credit, the implication being that they understand the Compliance Team makes the determination of other attendance credit based on student work. Other teachers interviewed admitted not understanding how to mark attendance for Independent Study students beyond the synchronized learning sessions. Again, the pre-populating of apportionment credit creates the possibility of over-reporting ADA.

It is unclear that all teachers understand that work must be assigned for each school day, with the teacher determining how much work that represents for each individual student.

In addition, based on the interviews and lack of supportive documentation of adequate training, the available information presented is characteristic of there being no consistent procedures for CTE teachers to provide attendance to the Independent Study teacher for applicable students.

No interviewees indicated they were forced to change attendance or banked work to improve attendance.

ADA records for all students for which ADA was claimed at P-2, provided by HCCTS from PowerSchool and used to document ADA for state reporting, were reviewed. Each student was listed by Student ID# and #ADA generated. There were no instances of students enrolled and earning ADA on multiple tracks, or earning more than one ADA in one year at CICA for either 2022-23 or 2023-24.

Other Concerns

During this study, based on interviews, available documentation, and the absence of clear and reinforced policies and procedures, the evidence indicates that reviewing the IS Master Agreement with the student lies mostly with the Compliance Team rather than the teacher. This may be to ease the burden on teaching staff and streamline the enrollment process, but

seems at odds with Education Code 51747(2), which includes the provisions regarding satisfactory student progress as judged by the supervising teacher, which it would seem needs to be explained to the student by that teacher:

> *(2) Satisfactory educational progress shall be determined based on all of the following indicators:*
>
> > *(A) The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.*
> >
> > *(B) The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.*
> >
> > *(C) Learning required concepts, as determined by the supervising teacher.*
> >
> > *(D) Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.*

During discussions with HCCTS administrators, it was discovered that IS Master Agreements are not presented to the student in their native language, but that communication about the IS Master Agreement is accomplished through Google Translate.

It cannot be confirmed that interventions as delineated in the IS Master Agreement are truly in place, especially when it comes to students who may intermittently miss assignments or are not attending synchronized learning regularly.

The IS Master Agreement and Board Policy were not in alignment regarding the number of assignments that could be missed. Board Policy states that evaluation of student appropriateness for remaining in Independent Study is triggered in part by the student failing to complete three assignments (HCCTS Board Policy 6158, 2a—Update July 2023), while the IS Master Agreement states that the evaluation will be undertaken after two missed assignments (IS Master Agreement-7/10/2023-7/1/2024). This discrepancy should be corrected.

Enrollment and Class Sizes

Enrollment is continuous, as evidenced by the annual October census counts in the SARC versus the number of students attending at least one day and the P-2 ADA generated. Among CICA teachers interviewed, class sizes varied between fifteen and forty students, with the majority landing somewhere in the twenties. Of the thirty-one teachers interviewed, eight had a class roster of twenty or fewer students, four had between twenty-one and twenty-five students, nine had between twenty-six and thirty, nine had between thirty-one and thirty-nine, and one had forty students. The average was twenty-three.

Among those interviewed, teaching experience at CICA ranged from seven instructors who had been teaching for three months or less, another nine who had been at CICA for less than a year, eleven who had taught at CICA for one to two years, and four who had been teaching

there for three to five years. Since CICA was completing its fifth year in existence in June 2024, no teachers had spent five plus years at the charter school.

Overall teaching experience included slightly more than twenty percent (seven of thirty-one), with less than one year total experience. Nearly half, fifteen of thirty-one, had between one and two years of experience. Five teachers had three to five years and four had more than five years of experience.

Since all students are age twenty-two or older, class-size ratios for Non-Classroom Based programs do not apply to CICA.

CICA Attendance Testing

Sample testing and examination of results are intended to provide reasonable but not absolute assurance regarding whether enrollment and attendance reported by CICA meets standards of legality and accuracy. The purpose of sampling attendance is to provide insight into attendance and enrollment reporting. Selections made were analyzed and compared to board policies, state requirements and best practices.

Attendance testing was first conducted for CICA. Twenty students from 2022-23 and twenty students from 2023-24 were randomly selected by the Consultant, for a total of forty students. Attendance was reviewed and reconciled against what was reported by CICA to the State.

Students were selected from a total population of all students, provided by HCCTS and identified only by ID number that included the ADA calculated for those students as part of the P-2 ADA reported.

The twenty students selected at random for testing from 2022-23 attendance records were represented by fifty-eight different IS Master Agreements and nineteen different teachers.

The twenty students selected at random for testing from 2023-24 attendance records were represented by forty-eight different IS Master Agreements and twenty-six different teachers.

The first column of the tables on the next pages represents ADA reported by CICA to the State at P-2 based on that student's attendance. The second ADA column represents the attendance calendar submitted by CICA. For 2022-23, that calendar was the same as the Academic calendar, with all tracks having the same ending date at P-2. For 2023-24 that calendar excluded Thanksgiving Break and Winter Break, as previously discussed. For Track A, the attendance did not match the ADA reported at P-2 because of the incorrect divisor of 179 being used. The third column represents the ADA that should have been reported at P-2 based on the attendance calendar per CDE guidelines. The "Att Beg" and "Contract" indicate the first day of attendance and the date the IS Master Agreement was signed by both the teacher and student. The "samples" column indicates whether that student's work samples were retained, with "X" indicating they were.

Adherence to proper Attendance Reporting was measured against the following criteria:

1) Student Residence Within California
2) Student Aged 22 or Older
3) Master Agreement for Each Student
4) Sample Work on File for Each Student
5) Attendance Reported Only On or After Date of Teacher and Student Having Signed Master Agreement
6) Student's P-2 ADA Matches Report to State
7) Student Taught by Certificated Teacher
8) Verification That All Attendance Was Reported on one of the Charter's Schooldays
9) That No Student Generated More Than One Day of Attendance For Each Day
10) Whether Students Appear to be Engaged in Instruction Exclusively to Learn English

Results of 2022-23 Testing:

CICA Student Sampling 22-23
Winter Break Excluded

	Track	ADA P2	CICA Calendar	CDE Calendar	Grade	Att Beg	Contract	Samples
Student 1	C	0.389706	0.389706	0.439394	12	20230130	20230130	X
Student 2	A	1.000000	1.000000	1.000000	9	20220711	20220711	X
Student 3	C	0.889706	0.889706	0.886364	9	20221003	20221003	X
Student 4	A	0.780645	0.780645	0.801325	12	20220808	20220808	X
Student 5	C	0.610294	0.610294	0.598485	12	20221202	20221202	X
Student 6	A	1.000000	1.000000	1.000000	9	20220711	20220711	X
Student 7	A	0.780645	0.780645	0.801325	9	20220711	20220711	X
Student 8	C	0.080882	0.080882	0.083333	10	20230310	20230310	X
Student 9	C	0.220588	0.220588	0.227273	9	20221007	20221007	X
Student 10	C	0.316176	0.316176	0.212121	10	20230214	20230214	X
Student 11	A	1.000000	0.987097	0.986755	12	20220711	20220711	X
Student 12	C	0.102941	0.102941	0.075758	12	20230327	20230327	X
Student 13	C	0.286765	0.286765	0.265152	10	20230217	20220711	X
Student 14	C	0.389706	0.389706	0.371212	9	20230130	20230130	X
Student 15	A	0.567742	0.567742	0.582781	12	20220711	20220711	X
Student 16	C	0.492647	0.492647	0.477273	9	20230109	20230109	X
Student 17	C	0.330882	0.330882	0.310606	12	20230209	20230209	X
Student 18	C	0.441176	0.441176	0.424242	9	20230119	20230119	X
Student 19	C	0.977941	0.977941	0.977273	9	20220915	20220915	X
Student 20	A	0.219355	0.219355	0.225166	12	20220711	20220711	X
		10.8778	10.8649	10.74584				

- 20 of 20 students met Criteria 1, Student Residence Within California
- 20 of 20 students met Criteria 2, Student Aged 22 or Older
- 20 of 20 students met Criteria 3, Master Agreement for Each Student
- 20 of 20 students met Criteria 4, Sample Work on File for Each Student
- 20 of 20 students met Criteria 5, Attendance Reported Only on or After Date of Teacher and Student Having Signed Master Agreement
- Only 2 of 20 students met Criteria 6, Student's P-2 ADA Matches Report to State (matches only those with 100 percent apportionment credit)
- Only 18 of 20 students met Criteria 7, Student Taught By Properly Credentialed Teacher
- 20 of 20 students met Criteria 8, All Attendance Was Reported on One of the Charter's Schooldays
- 20 of 20 students met Criteria 9, No Student Generated More Than One Day of Attendance for each Calendar Day.
- 8 of 20 students according to Criteria 10 appear to be engaged in instruction almost exclusively devoted to learning English. This is based on the class offering listed in the Master Contract and a review of sample work.

One student, Student 11, was credited with 1.0 ADA in the PowerSchool query. However, there were two days of absence prior to P-2 not reflected in the query calculation provided to the Consultant. Accordingly, that student's ADA was over reported by two days.

Results of 2023-24 Testing:

CICA Student Sampling 23-24
Winter Break Excluded

	Track	ADA P2	CICA Calendar	CDE Calendar	Grade	Att Beg	Contract	Samples
Student 1	A	0.162011	0.166667	0.171598	9	20230919	20230710	X
Student 2	B	0.961538	0.961538	0.960265	9	20230822	20230822	X
Student 3	B	0.775641	0.775641	0.768212	10	20230905	20230905	X
Student 4	A	0.290503	0.298851	0.307692	9	20230717	20230717	X
Student 5	C	0.737226	0.737226	0.727273	12	20231031	20231031	X
Student 6	A	0.888268	0.913793	0.940828	9	20220710	20230710	X
Student 7	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 8	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 9	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 10	A	0.318436	0.327586	0.337278	9	20230710	20230710	X
Student 11	A	0.558659	0.574713	0.591716	9	20230807	20230807	X
Student 12	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 13	A	0.458101	0.471264	0.485207	9	20230905	20230904	X
Student 14	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 15	A	0.620112	0.637931	0.656805	9	20230710	20230710	X
Student 16	A	0.324022	0.333333	0.343195	9	20230710	20230710	X
Student 17	A	0.575419	0.591954	0.609467	9	20230720	20230720	X

Student 18	B	0.467949	0.467949	0.483444	12	20230905	20230905	X
Student 19	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 20	C	0.992701	0.992701	0.992424	9	20230912	20230912	X
		14.13059	14.25115	14.3754				

- 20 of 20 students met Criteria 1, Student Residence Within California
- 20 of 20 students met Criteria 2, Student Aged 22 or Older
- 20 of 20 students met Criteria 3, Master Agreement for Each Student
- 20 of 20 students met Criteria 4, Sample Work on File for Each Student
- 20 of 20 students met Criteria 5, Attendance Reported Only on or After Date of Teacher and Student Having Signed Master Agreement
- Only 5 of 20 students met Criteria 6, Student's P-2 ADA Matches Report to State (matches only those with 100 percent apportionment credit)
- Only 19 of 20 students met Criteria 7, Student Taught By Properly Credentialed Teacher
- 20 of 20 students met Criteria 8, All Attendance Was Reported on one of the Charter's Schooldays
- 20 of 20 students met Criteria 9, No Student Generated More Than One Day of Attendance for Each Calendar Day
- 17 of 20 students according to Criteria 10 appear to be engaged in instruction primarily devoted to learning English. This is based on the class offering listed on the IS Master Agreement and a review of sample work.

Because of the deficiencies discussed earlier regarding class sizes and instructional minutes, and the same attendance calendar issues that caused inaccurate ADA for CICA, in consultation with TRUSD it was determined that no individual student testing of attendance would be conducted for HCCS, since the same inaccuracies would result. The deficiencies in HCCS' instructional minutes offered should be reviewed in light of the charter, and ADA re-run for 2022-23 and 2023-24 with the correct calendar, as noted in the Findings and Recommendations section of this report. Once this is complete, it is recommended that testing of HCCS attendance be undertaken.

A list of findings and recommendations begins on the next page.

FINDINGS AND RECOMMENDATIONS

Finding 1: Attendance Calendar (HCCS and CICA)

Both HCCS and CICA used a calendar for purposes of reporting ADA to the State that resulted in incorrect P-2 divisors for both schools in 2022-23 and 2023-24. The ADA reported to the State for both years could not be verified.

Recommendation: HCCTS should use twenty-day calendar months as required of charter schools by the California Department of Education in order to utilize the correct divisors in calculating P-2. HCCTS should recalculate P-2 with the correct divisors for both 2022-23 and 2023-24 and revise their P-2 reports for HCCS and CICA to both TRUSD and the State.

Finding 2: Class Sizes (HCCS)

In reviewing class-sizes for HCCS, seventeen classes had rosters of 150 or more students in March 2023 and twenty-four classes had rosters of 150 or more in March 2024. Classroom spaces cannot physically accommodate that number of students at one time, and interviews and observation point to students being provided work packets and sent home, or encouraged to attend only part of the day as space permits. This means it is possible HCCS is not offering the scheduled instructional minutes, or meeting the obligation of offering at least 80 percent of instructional time at the school site, or requiring students to physically attend for 80 percent of the time.

Recommendation: HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 3: Student Attendance (HCCS)

During interviews with teachers and personal observations of classrooms, it was noted that students arrive and depart continuously during classes. Interviews indicated that a significant number of students simply check in and leave class without intending to attend, or are given packets and leave to work independently at home.

Recommendation: HCCS should review this practice, which is in conflict with its student handbook and the charter petition. It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 4: Student Attendance (HCCS)

On August 9, 2023 and March 27, 2024, the College Oak site, located within a local mosque, was closed for staff development and Muslim holidays. Some students were provided one-day Independent Study packets. On June 29, 2024, SB 153 was signed into law and ended the

requirement for a minimum of three days for short-term Independent Study. On August 2, 2024, the California Department of Education released a letter confirming this change and indicated it was effective beginning with the 2024-25 school year. Since the three day minimum was in effect during the 2023-24 school year, ADA earned for these students is not allowable.

Recommendation: Short-term Independent study policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reports should be prepared for HCCS, removing the days inappropriately claimed for each track.

Finding 5: Annual Instructional Minutes (HCCS)

The number of annual instructional minutes required at the high school level is 64,800. In 2022-23, while the "A" Track for students attending the PM schedule met the required days of instruction, the annual instructional minutes calculation was only 58,290, which is 6,510 minutes short of the number of minutes required.

Recommendation: HCCTS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 2022-23 should be filed and whether it would apply only to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA reduction of 10.05% (58,290 divided by 64,800 equals 89.95%).

Finding 6: Retention of Records (HCCS)

Records documenting student attendance are required to be retained for three years after the end of the applicable school year per CCR Title 5, Sections 16020-16030. In addition to electronically scanning their attendance, students sign a manual register in the classroom. According to interviews, prior to 2023-24, these records were discarded at the end of the school year.

Recommendation: Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.

Finding 7: Teacher of Record – Credentials (CICA)

According to "Maximizing ADA & Maintaining Compliance With Independent Study," published in 2020 by the California Association of School Business Officials (CASBO), one of the requirements for receiving apportionment for Independent Study is, "*A credentialed teacher assigned overall responsibility of the pupil's independent study (i.e. supervising teacher).*"

In addition, the IS Agreement must include, *"Dated signature of the pupil, parent/guardian, supervising teacher, and other persons responsible. (5 CCR Section 11702)"*

CASBO further states on Page 2.5:

The supervising teacher:

• *Must be certificated teacher employed by school district or county office claiming apportionment attendance (Education Code Section 51747.5 (a).*

During sampling of 2022-23 CICA ADA, two students were under IS Master Agreements signed by teachers who, according to the California Commission on Teacher Credentialing (CTC) website possessed only Certificates of Clearance. One student had 14 days of attendance claimed at P-2, while the other had 101 days claimed at P-2 under the IS Master Agreement in question. The teacher in the second instance received a certification on June 6, 2023; therefore, days reported between that date and the end of the school year may be claimed for Annual ADA.

During 2023-24, one student was under an IS Master Agreement in 2023-24 signed by a teacher who according to the CTC website possessed only a 30-day Substitute Teaching Permit. It is not clear whether this permit was valid at the time of the IS Master Agreement being signed. This potentially means some days were claimed for apportionment that should not have been.

Recommendation: HCCTS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reports should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 8: Student Attendance Records (CICA)

During 2022-23 and 2023-24, students were pre-marked for attendance apportionment for Independent Study, with the teacher tasked with changing the mark to non-apportionment if work was not turned in on time. Interviews with teachers indicated a lack of understanding on the part of many regarding responsibilities for determining student attendance in Long-Term Independent Study. It is not clear that all teachers understand the relationship between work product assigned and turned in and attendance, or the use of teacher judgement in determining the time value of assignments. From the teachers' perspective, there seemed to be a reliance on the Compliance Team checking for work samples as validation for attendance. This creates the possibility of over-claiming ADA.

Recommendation: While administration indicated that the practice of pre-populating attendance has been changed for 2024-25, this has not been tested and verified. TRUSD should verify with HCCTS that this practice has changed. Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.

Finding 9: Independent Study Master Agreements (CICA)

IS Master Agreements are reviewed with students during intake, with few teachers reviewing the IS Master Agreement and course expectations with the student prior to their signing it. Further, IS Master Agreements are provided to students in English only, even to those with little or no English skills, with Google Translate being used to facilitate the process.

Recommendation: IS Master Agreements should be made available to English learners in their own language, as well as in English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students should be

required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.

Finding 10: Independent Study Master Agreements (CICA)

The IS Master Agreement indicates that students are required to report to their teacher through online messages, email, phone or in-person at least once per school day. The results of this study indicate this is not happening.

Recommendation: Student engagement as defined by the IS Master Agreement should be followed and enforced.

Finding 11: Independent Study Master Agreements (CICA)

Board Policy states that evaluation of student appropriateness for remaining in Independent Study is triggered in part by the student failing to complete three assignments. (BP 6158, 2a—Update July 2023) However, the Master Agreement states that the evaluation will be undertaken after two missed assignments. (Master Agreement-7/10/2023-7/1/2024, Board Policies section.)

Recommendation: Master Agreements should be revised to agree with Board Policy.

Finding 12: Independent Study Master Agreements (CICA)

During the sampling of attendance for the 2022-23 school year of twenty students, fifteen had Master Agreements with durations of July 11, 2022 to July 1, 2023. For the 2023-24 school year, all twenty sampled students signed agreements with durations of July 10, 2023 to July 1, 2024. Each school year ends on June 30. Master Agreements cannot have a duration longer than one school year.

Recommendation: Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.

Finding 13: Student Engagement Logs (CICA)

Student engagement logs are not being maintained by teachers in accordance with the Master Agreement and the State Audit Guide.

Recommendation: Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.

Finding 14: Change in Attendance Procedures (HCCTS)

Unlike Traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During 2022-23 and 2023-24, HCCS made numerous material changes to their procedures for collecting attendance and reporting ADA, particularly involving the “Brain” app, but did not inform TRUSD.

Recommendation: There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.

Finding 15: Internal Controls (HCCTS)

The reporting structure and internal controls around attendance were inadequate during the timeframe of the study. This resulted in multiple errors in attendance accounting, lack of training of teachers and staff, and inconsistency in documenting and verifying attendance reporting.

Recommendation: HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and provide them with resources to ensure accurate reporting and coordination of training teachers and principals.

Finding 16: Attendance Calendar (HCCTS)

Students are enrolled in one of three tracks depending on start dates in July, August or September. However, these tracks are not exclusive to certain classrooms, and it appears that the reason for this is to maximize ADA for students who start in later tracks. There is no separate class or curriculum for these students, who are integrated into existing classrooms.

Recommendation: All students should be enrolled in one track, unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B and HS in Track C.

Finding 17: Student Attendance (HCCTS)

Teachers in the CTE program are to report student attendance to the supervising teachers in the CICA program, who then are to include that attendance in the student's record in PowerSchool. During interviews it was disclosed that this is often not happening, unless prompted by the CICA teacher.

Recommendation: It is recommended that HCCTS review expectations with CTE teachers and ensure that student attendance is being reported properly and promptly to the appropriate CICA teacher.

Finding 18: Board Policies (HCCTS)

At the time of the beginning of this study, nearly all board policies had not been updated since 2017. Administration began the process of reviewing and updating policies after this was suggested at the initial entrance meeting.

Recommendation: Review existing board policies and update as needed. Board policies should include a date of Board approval.

Finding 19: School Accountability Report Card (HCCTS)

There appear to be inconsistencies in enrollment and class sizes posted in the 2022-23 School Accountability Report Card (SARC), especially for HCCS.

Recommendation: The SARC should be reviewed for accuracy and compared to class rosters and reported attendance.

Finding 20: Charter School and Charter Authorizer Oversight Responsibilities (HCCTS and TRUSD)

Considering the unique nature of the programs and complexity of reporting requirements for HCCTS, additional oversight measures should be considered above the minimum Education Code requirements and those in the current MOU.

Recommendation: It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reporting documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCS and CICA student attendance.

APPENDIX A

Highlands Community Charter and Technical Schools

Attendance Audit Response "*Attendance Review & Action Plan 2024-2026*"

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Attendance Review & Action Plan
2024-2026

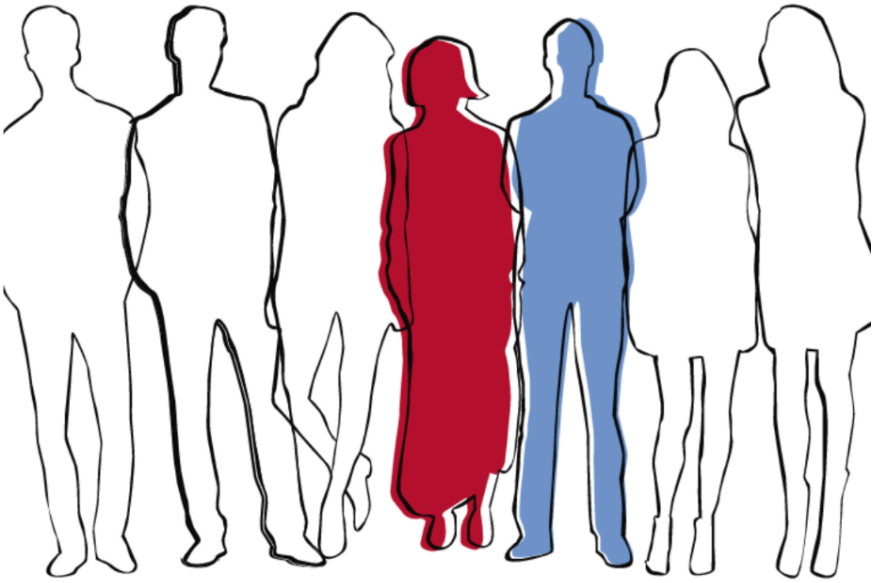

1333 Grand Avenue, Sacramento, CA 95838
Authorized by: Twin Rivers Unified School District

Revised date: 02.27.2025

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Executive Summary

Attendance Integrity

TRUSD's findings confirmed there was no evidence of fraudulent attendance reporting at HCCTS as outlined on page 29: "*During on-site in-person interviews, teachers stated they do not mark any student present they or their para-educator have not seen, and none reported pressure to fabricate attendance, or inappropriate pressure to improve it"*. Interviews conducted by Dennis Snelling with teachers, paraeducators, and staff revealed no reports of pressure to fabricate or manipulate attendance records. Furthermore, there was no evidence that any student received more than one ADA (Average Daily Attendance) per year at HCCS or CICA.

Significant Findings

The report identified several areas where HCCTS needs improvement. Staff require training on attendance-taking and accountability procedures, and the organization lacks strong, centralized attendance policies. There are inconsistencies in independent study procedures and Master Agreements, along with errors in instructional minutes calculations, which resulted in one track at HCCS failing to meet the minimum required instructional minutes. Additionally, the use of improper attendance month calendars led to inaccurate ADA calculations.

Next Steps

HCCTS is fully committed to addressing all the findings and recommendations in the TRUSD Forensic Attendance Audit. New systems and procedures have been established to ensure compliance with all California Education Code, Title 5 regulations, and TRUSD oversight recommendations for attendance accounting for students enrolled in HCCS and CICA. An Attendance team has been established to facilitate accurate attendance accounting and accountability with HCCTS. HCCTS will complete the required steps for approval of our new attendance Standard Operating Procedures (SOP) by the end of this fiscal year as required by TRUSD.

HCCTS issues with some assertions in the TRUSD Attendance Audit

Despite providing evidence to the contrary, HCCTS found that several assertions in the final report remained unchanged. Notably, HCCTS had previously informed TRUSD about using "the Brain App" as an attendance tool.

Documentation providing this was presented in a 2022-2023 report drafted by TRUSD and sent to HCCTS. However, the TRUSD Attendance Audit lacks acknowledgment that this information was provided. For additional clarification, “the Brain App” as an attendance tool was discontinued on December 2, 2024.

You may find the comprehensive Student Attendance Review here.

Highlands Community Charter and Technical Schools Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
1	HCCTS should use the twenty-day calendar months as required of charter schools by the ED Code in order to utilize the correct divisors in calculating P-2. HCCTS should recalculate P-2 with the correct divisors for both 22-23 and 23-24 and revise their P-2 reviews for HCCTS to both TRUSD and the State.	In the 2024-2025 school year HCCTS contracted with Charter Impact to assist in getting 20-day calendars set up correctly in PowerSchool to ensure correct divisors in calculating ADA for P-2. Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward. HCCTS will correct the divisors based on a 20-day calendar for 22-23 and will resubmit reviews to both TRUSD and CDE by March 15, 2025.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.
9	IS Master Agreements should be made available to English learners in their own language, as well as in	None.	In the 24-25 school year HCCTS will create translated Master	HCCTS will implement the translated Master Agreements in the 25-26

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students should be required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.		agreements available in the 5 most spoken languages: Spanish Dari/ Farsi Russian Ukrainian Pashto HCCTS will implement the translated Master Agreements in the 25-26 school year and identify if adding more languages is necessary.	school year and identify if adding more languages is necessary.
11	Master Agreements should be revised to agree with Board Policy.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCTS Leadership will revise Board Policy 6158 to agree with the Master Agreement.	Master Agreements will be implemented in the 2025-2026 school year.
14	There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.	Unlike traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During the 2022-23 and 2023-24, HCCS made numerous changes to the	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		procedures for collecting attendance reviewing and has informed TRUSD of these changes. Within the 2022-2023 TRUSD annual oversight review for HCCS, there is the following paragraph: *"This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they have fun ways to learn. They will also be expanding the use of the "Brain" application beyond collecting attendance and meeting compliance requirements to support the academic programs."*		
15	HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and provide them with resources to ensure accurate reviewing and coordination of training teachers and Principals.	HCCTS has a board-approved job description for the Director of Attendance and Admissions position. HCCTS has filled this position. HCCTS is	1. The Director of Attendance will monitor the storage of the teacher's attendance for 3 years. 2. The Director of Attendance will ensure	HCCTS will have the Director of Attendance continue monitoring teacher attendance storage for three years, conduct regular audits to ensure no blanks in

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		currently interviewing for Attendance technicians and specialists.	there are regular audits of the attendance to make sure there are no blanks in PS. 3. The Director of Attendance will present new policies regarding attendance to teachers or those affected. The CBO will bring forth any new attendance policy changes and notify TRUSD if adopted.	PowerSchool, and present new attendance policies to teachers, with any adopted changes being communicated to TRUSD by the CBO.
18	Review existing board policies and update as needed. Board policies should include a date of Board approval.	1. HCCTS utilizes board management Diligent Community software to enhance public transparency and engagement and ensure that staff have access to final drafts with approval dates from the board. 2. Leadership has reviewed all board agendas and minutes. To date, HCCTS has revised 38 policies and removed 4 policies. The remaining 41 will be revised by June	1. Ongoing Review: Continue reviewing and updating existing board policies 2. Completion Timeline: Complete the review and update of all existing board policies by June 30, 2025. 3. Communication Plan: Once updated, communicate the revised policies to relevant staff and educational partners, emphasizing any major changes.	

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		30, 2025, to ensure comprehensive and accurate collection and tracking of all board policies. 3. HCCTS continues to identify needs for additional policy development. 4. All board policies have been reviewed to ensure that all approval dates are included.		
20	**It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reviewing documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCTS student attendance.*	Leadership at HCCTS is in regular communication with TRUSD to ensure all oversight concerns are received and responded to. HCCTS' Chief Business Official meets regularly with TRUSD Executive Director of Fiscal Services of TRUSD regarding budgets, fiscal reviewing, and oversight fees. The Director of Accountability and Assessment	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		communicates with TRUSD regarding annual audits, LCAPs, updated policies, and enrollment reviews, and provides additional documentation needed for TRUSD oversight.		

**These findings are intended for TRUSD.*

Highlands Community Charter School Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
2	HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	HCCTS has contracted with a vendor to measure the classrooms and determine classroom capacities. HCCTS has drafted a classroom capacity policy. Building/Room Capacity is ready to be stored within PS once HCCS has that information.	HCCTS provides appropriate instructional minutes in order to claim ADA. Legal will review and provide feedback on the classroom capacity policy draft. The policy will be piloted and implemented by the end of the 2025-2026 school year. It will be adopted by June 30, 2025.	HCCS will implement the class size policy that was approved by the Board in 2024-2025.
3	A significant number of students simply check and leave without intending to attend. HCCS should address that. It is in conflict with its student handbook and the charter petition. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	HCCS has drafted a new bell schedule that is proposed for the 2025-2026 school year with only one track. HCCS is currently drafting a new attendance standard operating procedure that outlines student attendance.	HCCS will create an updated bell schedule with five periods. Teachers will take attendance for every period to better track when students are present and when students are absent. Associate Deputy Directors will present the new bell schedule to the HCCTS board for discussion in February 2025. HCCS will draft an attendance standard operating procedure where students must attend a	HCCS will ensure students attend a minimum percentage of offered minutes.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			minimum percentage of offered minutes to generate ADA. HCCTS will update the Student Handbook HCCTS will update all the attendance policies.	
4	Short-term IS policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reviews should be prepared for HCCS, removing the days inappropriately claimed for each track.	The three-day minimum requirement for Independent Study does not apply to charter schools as they are exempt through Edc. code 47610. HCCS is exempt from Ed Code AB 130 section 53. Therefore there is no reason to revise it.	HCCS is currently reviewing short-term Independent Study policies with legal counsel.	HCCS is not offering Independent Study for classroom-based instruction.
5	The annual instructional minutes calculation was 4,500 minutes short of the number of minutes required. HCCS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 22-23 should be filed and whether it would apply only	None.	HCCS will review the Track A PM average daily attendance and refile it for an adjustment if calculations confirm that Track A PM was short on instructional minutes. HCCS will then resubmit ADA reviews to TRUSD and CDE by the beginning of the 2025–2026 school year. 4,500 is the correct deficit. The	None.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA.		document incorrectly suggests 6,510 minutes. HCCS will be able to factor this into the P2 adjustments above. HCCS will apply the reduction to ONLY night-time track A students unless otherwise directed.	
6	Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.	On 11/21/24 the Associate Deputy Director overseeing Academics shared with teachers and paraeducators the paper attendance storage expectations: 1. Paper attendance rosters/ sign-in sheets will be used for every period and stored in the classroom. 2. Teachers will not destroy or dispose of any student attendance records. 3. Every year HCCS will collect all attendance records and store them for three years.	1. Training and Expectations: HCCS will provide clear training for all teachers and relevant staff on proper storage and retention of attendance registers for three years, emphasizing compliance with policy and timelines. Additionally, teachers will be given a written guide or checklist detailing acceptable storage practices (e.g., secure, dry, and accessible spaces). 2. Audits: The Attendance Director will conduct twice-a-year audits of classrooms to verify that attendance records are stored correctly and securely. 3. Alternative Storage	HCCS will implement a comprehensive plan to ensure proper storage and retention of attendance records. This includes training teachers and staff on storage practices, conducting bi-annual audits by the Attendance Director, providing alternative storage options for teachers with limited space, and onboarding new teachers on record-keeping procedures. Additionally, all training will require staff confirmation through signed acknowledgment.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			Options: Teachers lacking adequate storage space will coordinate with the Attendance Director to transfer their attendance registers to a centralized storage location maintained by the Attendance Department. 4. All new teachers will be onboarded on the process of maintaining their attendance records and where to store them for their class. 5. All training sessions will be accompanied by a confirmation of training for each staff member which must be signed.	
7	HCCS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS	HCCS is not currently doing short-term independent study and will not do it for the 2024-2025 school year. It will only be implemented in the future if TRUSD approves the plan. Legal counsel is reviewing all independent study materials	Review the HCCS P2 short-term Independent Study average daily attendance and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher.	HCCS is not implementing short-term Independent Study in the seat-based school for the 2025-2026 school year.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to determine whether this represents a violation of the charter petition or MOU.	and policies.	Resubmit adjusted reviews to CDE and TRUSD. Review the Charter Petition and Memorandum of Understanding with leadership and TRUSD to determine if this represents a violation of the Charter Petition or Memorandum of Understanding.	
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	The Associate Deputy Director overseeing Academics sent an email with the video training for teachers on how to print rosters. 2024-2025 Bell Schedule Video: How teachers can print roster reviews for each period	1. The Director of Instruction and Professional Learning will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Instruction and Professional Learning will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Instruction and Professional Learning will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more	HCCS will ensure all teachers are continuing to receive training on proper attendance procedures.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCS will not offer Independent Study in the remainder of the 2024-2025 school year.	HCCS will not offer Independent Study in the 2025-2026 school year.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	None.	For the 2024-2025 school year, no action will be taken.	HCCS will implement a single attendance track beginning in the 2025-2026 school year. This track will begin on 8/11 to align with the start of the Twin Rivers school year. All tracks will meet the minimum number of instructional minutes as outlined in Education Code 47612.5.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	All internal CTE teachers have been trained on entering daily attendance.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists	HCCS will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			and the attendance technician leads are trained.	
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	The HCCS SARC was approved by the Board on January 23, 2024. The HCCS SARC contains all required school data as well as additional information regarding class sizes and graduation rates.	None.	The 2025-26 HCCS SARC will contain all required information, it will be both accurate and complete.

**These findings are intended for TRUSD.*

California Innovative Career Academy Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
7	CICA should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.	CICA has given credentialing access to the Special Projects Coordinator as part of the CICA Independent Study compliance	Review the CICA P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	CICA will continue to review and verify that all Independent Study Master Agreements are signed by a properly credentialed supervising teacher. The Director of Accountability and Assessment will collaborate with TRUSD to ensure the alignment with the charter petition and MOU.
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	CICA has implemented pacing guides in compliance with AB 130, creating a document that records students' work products along with the time taken to complete them A training for teachers regarding attendance was	1. The Director of Independent Study under the direction of the Associate Deputy Director will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Independent Study under	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		held in August 2024, followed by another training for them that was completed in December 2024. Furthermore, any redesignation of a teacher or new teacher must complete a training with the compliance team.	the direction of the Associate Deputy Director will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Independent Study under the direction of the Associate Deputy Director will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	onboarding process. 3. The Director of CICA, will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel. A training for teachers by the compliance team was held in August 2024, followed by another training for them that was completed in December 2024.	1. An HCCTS Associate Deputy Director will contact Procopio regarding potential updates to CICA's master agreement to see if the language regarding daily student communication can be removed. 2. Under the Direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained on Independent Study master agreements and the student requirements during mandatory Professional Development days in May and August of each year. All training sessions will be accompanied by a confirmation of training for each staff member. 3. Principals will monitor the teachers to ensure that teachers are reviewing their Independent Study	The Director of CICA will ensure that teachers continue to be trained on Independent Study Master Agreements and the student requirements during the Professional Development days by the Compliance Team. Principals will continue to monitor the teachers to ensure that they are reviewing their Independent Study documents correctly including making sure that the students are turning in the correct documents, flagging any teachers who have issues or questions, and any students who did not turn in the correct documents and make respective updates. Communication with the student is essential as well.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			documents correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well.	
12	Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.	None.	1. CICA's Special Projects Coordinator for independent study compliance will ensure the Independent Study Master Agreement is revised so that every new student beginning February 17, 2025 has a duration of no more than one school year in the 2024-2025 school year. 2. Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.	Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
13	Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.	The compliance team has held trainings for CICA teachers and retrained all teachers in August of the 24-25 school year.	1. Under the direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained on student engagement logs and the student requirements during the Professional Development days in May. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the	1. The Director of CICA, along with the Special Projects Coordinator for compliance will continue to ensure that teachers are trained on student engagement logs and the student requirements during the Professional Development days in May and August. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			student is essential as well. 3. Students who do not comply with Independent Study Master Agreements will be evaluated for their participation in the program, and if found ineligible, will be disenrolled.	comply with Independent Study Master Agreements will be evaluated for participation in the program, and if found ineligible, will be disenrolled.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	For the 2024-2025 school year, no action will be taken.	CICA will define the summer track dates.	CICA will move to a single track for attendance in the 2025-2026 school year.
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	The Director of CTE has begun reviewing all attendance practices and policies to better understand where each program needs to improve. The Deputy Director is looking into how other schools with CTE programs track and monitor attendance for CTE programs and how to	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily	CICA will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		incorporate attendance practices into MOUs moving forward.	attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	The CICA SARC has been reviewed. The SARC for 2023-2024 includes additional information that is not required by CDE as it pertains to class size data.	None.	The 2024-2025 CICA SARC will contain all required information, it will be both accurate and complete.

All Findings - HCCTS - HCCS - CICA

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
1	HCCTS should use the twenty-day calendar months as required of charter schools by the ED Code in order to utilize the correct divisors in calculating P-2. HCCS should recalculate P-2 with the correct divisors for both 22-23 and 23-24 and revise their P-2 reviews for HCCS to both TRUSD and the State.	HCCTS	In the 2024-2025 school year HCCTS contracted with Charter Impact to assist in getting 20-day calendars set up correctly in PowerSchool to ensure correct divisors in calculating ADA for P-2. Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward. HCCTS will correct the divisors based on a 20-day calendar for 22-23 and will resubmit reviews to both TRSUD and CDE by March 15, 2025. HCCTS will correct the divisors based on a 20-day calendar for 23-24 and will resubmit reviews to both TRSUD and CDE by March 15, 2025.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
2	HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	**HCCS**	HCCTS has contracted with a vendor to measure the classrooms and determine classroom capacities. HCCTS has drafted a classroom capacity policy. Building/Room Capacity is ready to be stored within PS once HCCTS has that information.	HCCTS provides appropriate instructional minutes in order to claim ADA. Legal will review and provide feedback on the classroom capacity policy draft. The policy will be piloted and implemented by the end of the 2025-2026 school year. It will be adopted by June 30, 2025.	HCCS will implement the class size policy that was approved by the Board in 2024-2025.
3	A significant number of students simply check and leave without intending to attend. HCCS should address that. It is in conflict with its student handbook and the charter petition. **It is further recommended that TRUSD review this discrepancy with HCCTS*	**HCCS**	HCCS has drafted a new bell schedule that is proposed for the 2025-2026 school year with only one track. HCCS is currently drafting a new attendance SOP that outlines student attendance.	HCCS will create an updated bell schedule with five periods. Teachers will take attendance for every period to better track when students are present and when students are absent.	HCCS will ensure students attend a minimum percentage of offered minutes.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to determine whether this represents a violation of the charter petition or MOU.			ADDs will present the new bell schedule to the HCCTS board for discussion in February 2025 HCCS will draft an attendance SOP where students must attend a minimum percentage of offered minutes to generate ADA. HCCTS will update the Student Handbook HCCTS will update all the attendance policies	
4	Short-term IS policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reviews should be prepared for HCCS, removing the days inappropriately claimed for each track.	**HCCS**	The three-day minimum requirement for Independent Study does not apply to charter schools as they are exempt through Edc. code 47610. HCCS is exempt from Ed Code AB 130 section 53.	HCCS is currently reviewing our HCCS short-term independent Study policies with legal counsel.	HCCS is not offering Independent Study for classroom-based instruction.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			Therefore there is no reason to revise it.		
5	The annual instructional minutes calculation was 4,500 minutes short of the number of minutes required. HCCS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 22-23 should be filed and whether it would apply only to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA.	**HCCS**	None.	HCCS will review the Track A PM ADA and refile it for an adjustment if calculations confirm that Track A PM was short on instructional minutes. HCCS will then resubmit ADA reviews to TRUSD and CDE by the beginning of the 2025–2026 school year. 4,500 is the correct deficit. The document incorrectly suggests 6,510 minutes. HCCS will be able to factor this into the P2 adjustments above and will apply the reduction to ONLY night-time track A students unless otherwise directed.	None.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
6	Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.	**HCCS**	On November 21, 2024, the Associate Deputy Director overseeing Academics shared with teachers and paraeducators the paper attendance storage expectations: 1. Paper attendance rosters/ sign-in sheets will be used for every period and stored in the classroom. 2. Teachers will not destroy or dispose of any student attendance records. 3. Every year HCCS will collect all attendance records and store them for three years.	1. Training and Expectations: HCCS will provide clear training for all teachers and relevant staff on proper storage and retention of attendance registers for three years, emphasizing compliance with policy and timelines. Additionally, teachers will be given a written guide or checklist detailing acceptable storage practices (e.g., secure, dry, and accessible spaces). 2. Audits: The Attendance Director will conduct twice-a-year audits of classrooms to verify that attendance records are stored correctly and securely.3. Alternative Storage Options: Teachers lacking adequate storage space will coordinate with the Attendance Director to transfer their attendance	HCCS will implement a comprehensive plan to ensure proper storage and retention of attendance records. This includes training teachers and staff on storage practices, conducting bi-annual audits by the Attendance Director, providing alternative storage options for teachers with limited space, and onboarding new teachers on record-keeping procedures. Additionally, all training will require staff confirmation through signed acknowledgment.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				registers to a centralized storage location maintained by the Attendance Department. 4. All new teachers will be onboarded on the process of maintaining their attendance records and where to store them for their class. 5. All training sessions will be accompanied by a confirmation of training for each staff member which must be signed.	
7	HCCS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. **It is further recommended that TRUSD review this issue with HCCTS to determine whether this*	**HCCS**	HCCS is not currently doing short-term independent study and will not do it for the 2024-2025 school year. It will only be implemented in the future if TRUSD approves the plan. Legal counsel is reviewing all independent study materials and policies.	Review the HCCS P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition	HCCS is not implementing short-term Independent Study in the seat-based school for the 2025-2026 school year.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	represents a violation of the charter petition or MOU.			and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	
7	CICA should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.	**CICA**	CICA has given credentialing access to the Special Projects Coordinator as part of the CICA Independent Study compliance.	Review the CICA P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of CICA will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	**HCCS**	The Associate Deputy Director overseeing Academics sent an email with the video training for teachers on how to print rosters. 2024-2025 Bell Schedule Video: How teachers can print roster reviews for each period.	1. The Director of Instruction and Professional Learning will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Instruction and Professional Learning will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Instruction and Professional Learning will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training	HCCS will ensure all teachers are continuing to receive training on proper attendance procedures.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	**CICA**	CICA has implemented pacing guides in compliance with AB 130, creating a document that records students' work products along with the time taken to complete them A training for teachers regarding attendance was held in August 2024, followed by another training for them that was completed in December 2024. Furthermore, any redesignation of a teacher or new teacher must complete a training with the compliance team.	1. The Director of Independent Study under the direction of the Associate Deputy Director will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Independent Study under the direction of the Associate Deputy Director will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Independent Study under the direction of the Associate Deputy Director will coordinate with the Director of Attendance to flag any teachers that are	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of CICA will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
9	IS Master Agreements should be made available to English learners in their own language, as well as in English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students	**HCCTS**	None.	In the 24-25 school year HCCTS will create translated Master agreements available in the 5 most spoken languages: Spanish Dari/ Farsi Russian Ukrainian Pashto HCCTS will implement the translated Master	HCCTS will implement the translated Master Agreements in the 25-26 school year and identify if adding more languages is necessary.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	should be required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.			Agreements in the 25-26 school year and identify if adding more languages is necessary.	
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	**HCCS**	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCS will not offer Independent Study for the remainder of the 2024-2025 school year.	HCCS will not offer Independent Study in the 2025-2026 school year.
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	**CICA**	HCCTS is reviewing the IS Master Agreements with legal counsel. A training for teachers by the compliance team was held in August 2024, followed by another training for them that was completed in December 2024.	1. An HCCTS Associate Deputy Director will contact Procopio regarding potential updates to CICA's master agreement to see if the language regarding daily student communication can be removed. 2. Under the Direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained	The Director of CICA will ensure that teachers continue to be trained on IS master agreements and the student requirements during the Professional Development days by the Compliance Team. Principals will continue to monitor the teachers to ensure that they are reviewing their IS documents correctly including making sure that the

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				on IS master agreements and the student requirements during mandatory Professional Development days in May and August of each year. All training sessions will be accompanied by a confirmation of training for each staff member. 3. Principals will monitor the teachers to ensure that teachers are reviewing their IS documents correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well.	students are turning in the correct documents, flagging any teachers who have issues or questions, and any students who did not turn in the correct documents and make respective updates. Communication with the student is essential as well.
11	Master Agreements should be revised to agree with	**HCCTS**	HCCTS is reviewing the IS Master Agreements with	HCCTS Leadership will revise Board Policy 6158	Master Agreements will be implemented in the

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	Board Policy.		legal counsel.	to agree with the Master Agreement.	2025-2026 school year.
12	Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.	**CICA**	None.	1. CICA's Special Projects Coordinator for independent study compliance will ensure the Independent Study Master Agreement is revised so that every new student beginning February 17, 2025 has a duration of no more than one school year in the 2024-2025 school year. 2. Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.	CICA Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.
13	Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.	**CICA**	The compliance team has held trainings for CICA teachers and retrained all teachers in August of the 24-25 school year.	1. Under the direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained	1. The Director of CICA along with the Special Projects Coordinator for compliance will continue to ensure that teachers are trained on student engagement logs and the student requirements

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				on student engagement logs and the student requirements during the Professional Development days in May. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not comply with IS Master Agreements will be	during the Professional Development days in May and August. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not comply with IS Master Agreements will be evaluated for participation in the program, and if found ineligible, will be

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				evaluated for their participation in the program, and if found ineligible, will be disenrolled.	disenrolled.
14	There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.	**HCCTS**	Unlike traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During 2022-23 and 2023-24, HCCS made numerous changes to procedures for collecting attendance reviewing and has informed TRUSD of these changes. Within the 2022-2023 TRUSD annual oversight review for HCCS, there is the following paragraph: *"This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they*	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			have fun ways to learn. They will also be expanding the use of the "Brain" application beyond collecting attendance and meeting compliance requirements to support the academic programs."		
15	HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and providing them with resources to ensure accurate reviewing and coordination of training teachers and Principals.	**HCCTS**	HCCTS has a board-approved job description for the Director of Attendance and Admissions position. HCCTS has filled this position. HCCTS is currently interviewing for Attendance technicians and specialists.	1. The Director of Attendance will monitor the storage of the teacher's attendance for 3 years. 2. The Director of Attendance will ensure there are regular audits of the attendance to make sure there are no blanks in PS. 3. The Director of Attendance will present new policies regarding attendance to teachers or those affected. The CBO will bring forth any new attendance policy changes and notify TRUSD if adopted.	HCCTS will have the Director of Attendance continue monitoring teacher attendance storage for three years, conduct regular audits to ensure no blanks in PowerSchool, and present new attendance policies to teachers, with any adopted changes being communicated to TRUSD by the CBO.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	**HCCS**	None.	For the 2024-2025 school year, no action will be taken.	HCCS will implement a single attendance track beginning in the 2025-2026 school year. This track will begin on 8/11 to align with the start of the Twin Rivers school year. All tracks will meet the minimum number of instructional minutes as outlined in Education Code 47612.5.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	**CICA**	For the 2024-2025 school year, no action will be taken.	CICA will define summer track dates.	CICA will move to a single track for attendance in the 2025-2026 school year.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
17	It is recommended that CICA review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly by the appropriate CICA teacher.	**CICA**	The Director of CTE has begun reviewing all attendance practices and policies to better understand where each program needs to improve. The Deputy Director is looking into how other schools with CTE programs track and monitor attendance for CTE programs and how to incorporate attendance practices into MOUs moving forward.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are	CICA will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	**HCCS**	All internal CTE teachers have been trained on entering daily attendance.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly	HCCS will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
18	Review existing board policies and update as needed. Board policies should include a date of Board approval.	**HCCTS**	1. HCCTS utilizes board management Diligent Community Software to enhance public transparency and engagement and ensure that staff have access to final drafts with approval dates from the board. 2. Leadership has reviewed all board agendas and minutes. To date, HCCTS revised 38 policies and removed 4 policies. The remaining 41 will be revised by June	1. Ongoing Review: Continue reviewing and updating existing board policies 2. Completion Timeline: Complete the review and update of all existing board policies by June 30, 2025. 3. Communication Plan: Once updated, communicate the revised policies to relevant staff and educational partners, emphasizing any major changes.	HCCTS will continue to review and update all existing board policies when needed. If updated, HCCTS will communicate the revised policies to relevant staff and educational partners.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			30, 2025, to ensure comprehensive and accurate collection and tracking of all board policies. 3. HCCTS continues to identify needs for additional policy development. 4. All board policies have been reviewed to ensure that all approval dates are included.		
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	**HCCS**	The HCCS SARC was approved by the Board on January 23, 2024. The HCCS SARC contains all required school data as well as additional information regarding class sizes and graduation rates.	None.	The 2025-26 HCCS SARC will contain all required information, it will be both accurate and complete.
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	**CICA**	The CICA SARC has been reviewed. The SARC for 2023-2024 includes additional information that is not required by CDE as it	None.	The 2024-2025 CICA SARC will contain all required information, it will be both accurate and complete.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			pertains to class size data.		
20	**It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reviewing documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCS and CICA student attendance.*	**HCCTS**	Leadership at HCCTS is in regular communication with TRUSD to ensure all oversight concerns are received and responded to. HCCTS' CBO meets regularly with the TRUSD Executive Director of Fiscal Services of TRUSD regarding budgets, fiscal reviewing, and oversight fees. The Director of Accountability and Assessment communicates with TRUSD regarding annual audits, LCAPs, updated policies, and enrollment reviews, and provide additional documentation needed for TRUSD oversight.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, average daily attendance reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.

**These findings are intended for TRUSD.*

HCCTS Attendance Standard Operating Procedures (SOP)s

Between August 2024 and January 2025, HCCTS has drafted new attendance policies and procedures. These procedures have been aligned with state requirements and all recommendations have been built into the new attendance processes. The drafts of the attendance SOPS for HCCS and CICA will be sent to Dennis Snelling, HCCTS external Auditors, and legal counsel. Once approved by HCCTS' external auditor and corrections have been made, HCCTS will submit them to the HCCTS Board of Directors for approval. Once approved by the HCCTS board, they will be sent to TRUSD. During the remainder of the 2024-2025 school year, entering daily attendance and following the new attendance protocols will be the primary areas of focus.

School Accountability Report Cards (SARCs)

2023-2024 HCCS SARC
2023-2024 CICA SARC

Glossary of Terms

ADA	Average Daily Attendance
CBO	Chief Business Official
CDE	California Department of Education
CICA	California Innovative Career Academy, independent study program
CTE	Career Technical Education- Classes, programs, and pathways that lead students to the workforce. Includes programs such as medical assisting, truck driving, Certified Nursing Assistant, and early childhood education.

Diligent Community (formerly known as Board Docs)	A software system that organizes policies and board agendas
Eide Bailey	External Auditors contracted by HCCTS to perform annual audits
HCCS	Highlands Community Charter School, seat-based adult-serving high school program
HCCTS	Highlands Community Charter and Technical Schools. A non-profit administering both HCCS and CICA
IS	Independent Study
LCAP	Local Control Accountability Plan
MOU	Memorandum of Understanding
PowerSchool (PS)	Comprehensive Student Information System used by HCCTS to enter attendance, grades, credits, and other student information
SARC	School Accountability Report Card
SOP	Standard Operating Procedure
TRUSD	Twin Rivers Unified School District

From: Scott Leaman
To: Sharilyn.Warta
Cc: Terri Ryland
Subject: Re: Concern Noted in Visit Overview Sheet
Date: Saturday, August 17, 2024 7:27:36 PM
Attachments: image001.png
image002.png
image003.png
image004.png

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Hey Shari!

Here are the particulars:

"Folsom" from master contact sheet
August 6, 2024
Folsom
10017 Folsom Blvd
Sacramento, CA 95827

Enrollments of 194, 105, 65 (I didn't note the 65 in the email because it was within parameters

"Folsom 2" from master contract sheet
9555 Folsom Blvd
Suites E,F H
Sacramento, CA 95827

Enrollments of 92, 121

I will have limited email next week as I am with my dad. Hope all is well!

_____

Scott M Leaman, Financial Program Consultant
Ryland | Strategic Business Consulting
8334 Parus Way, Granite Bay, CA 95746
(916) 652-7165 office (916) 214-1222 mobile
www.rylandsbc.com

From: Sharilyn.Warta <Sharilyn.Warta@trusd.net>

Sent: Friday, August 16, 2024 2:44 PM
To: Scott Leaman <scott@rylandsbc.com>
Cc: Terri Ryland <terri@rylandsbc.com>
Subject: RE: Concern Noted in Visit Overview Sheet

Good Afternoon,

I hope you are doing well. I need additional information regarding the class size information you've shared.

Could you please help me with the following questions:

- What site had 194 students assigned to a class?
- What were the two other sites with enrollment of 105, 92, and 121 (please list a site by each number)

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Scott Leaman <scott@rylandsbc.com>
Sent: Wednesday, August 7, 2024 2:18 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Terri Ryland <terri@rylandsbc.com>
Subject: Concern Noted in Visit Overview Sheet

Shari,

I visited two sites yesterday and noted a concern on our Visit Overview Sheet. When inquiring about enrollment for the classes, one of the teachers was assigned 194 students. This is for an ESL class in a standard size classroom. Only 32 students were present but I felt this number was excessive. Other classes at the two sites had an enrollment of 105, 92, and 121. I asked the new principal about this and he said he has frozen enrollment at the site and is in the process of disenrolling students that don't attend.

We have observed high enrollments in classes at Highlands but this was the largest I have seen. I also know about half the students are reported as ADA (or in their vernacular "students that attend") but the class of 194 seemed like an incident that needed to be noted as a concern.

Feel free to contact me if you have any questions

Scott M Leaman, Financial Program Consultant
Ryland | Strategic Business Consulting
8334 Parus Way, Granite Bay, CA 95746
(916) 652-7165 office (916) 214-1222 mobile
www.rylandsbc.com

From: Ryan.DiGiulio
To: Sharilyn.Warta
Subject: FW: monthly enrollment reports - HCCTS
Date: Monday, April 15, 2024 1:02:00 PM
Attachments: [redacted]

FYI. We can let Dennis know tomorrow.

Regards,

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
Phone: (916) 566-1600 ext. 31203
Direct: (916) 566-1641
Ryan.DiGiulio@trusd.net

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Monday, April 15, 2024 1:01 PM
To: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Lori.Grace <Lori.Grace@trusd.net>
Subject: FW: monthly enrollment reports - HCCTS

Hello,

March is almost 1,000 students more. I don't know the intent of the TRUSD review of the students but I wanted to make sure you saw that.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660
(916) 566-1600 ext. 31112

PLEASE NOTE THAT ON JUNE 14, 2023 MY EMAIL ADDRESS CHANGED TO KATE.INGERSOLL@TRUSD.NET

The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Mark Lutgen <mark.lutgen@hccts.org>
Sent: Monday, April 15, 2024 8:49 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Matthew Lemos <matthew.lemos@hccts.org>; Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: Re: monthly enrollment reports - HCCTS

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This should be the info.

Thanks!

Logo

Mark Lutgen | Data Reporting and Analysis Manager

a: 555 Capitol Mall, Sacramento, CA 95814
p: 916.776.0480
w: hccts.org | "It's Never Too Late..."

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On Fri, Apr 12, 2024 at 1:04 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> March please.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*

3222 Winona Way, North Highlands, CA 95660
(916) 566-1600 ext. 31112

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The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Mark Lutgen <mark.lutgen@hccts.org>
Sent: Thursday, March 21, 2024 3:33 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Matthew Lemos <matthew.lemos@hccts.org>; Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: Re: monthly enrollment reports - HCCTS

Hi,

It's officially attached this time.

Thanks!

Logo

Mark Lutgen | Data Reporting and Analysis Manager

a: 555 Capitol Mall, Sacramento, CA 95814
p: 916.776.0480
w: hccts.org | "It's Never Too Late..."

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On Fri, Mar 15, 2024 at 2:09 PM Mark Lutgen <mark.lutgen@hccts.org> wrote:

> Hi,
>
> Please see attached.
>
> Thank you!
>
> **Mark Lutgen | Data Reporting and Analysis Manager**
>
> **a:** 555 Capitol Mall, Sacramento, CA 95814
> **p:** 916.776.0480
> **w:** hccts.org | "It's Never Too Late..."

Logo

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

On Fri, Mar 15, 2024 at 11:00 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> Hello,
>
> Happy Friday.
>
> Please provide your charter's monthly enrollment for February.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660
> (916) 566-1600 ext. 31112
>
> ***PLEASE NOTE THAT ON JUNE 14, 2023 MY EMAIL ADDRESS CHANGED TO KATE.INGERSOLL@TRUSD.NET***
>
> *The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*
>
> ---
>
> **From:** Matthew Lemos <matthew.lemos@hccts.org>
> **Sent:** Tuesday, February 13, 2024 11:58 AM
> **To:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Cc:** Mark Lutgen <mark.lutgen@hccts.org>; Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
> **Subject:** Re: monthly enrollment reports - HCCTS
>
> Kate,

Please see our update through January.

Have a wonderful rest of your week.

On Mon, Jan 22, 2024 at 4:05 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> Hello,
>
> Yes this format works. Thank you.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660
> (916) 566-1600 ext. 31112
>
> ***PLEASE NOTE THAT ON JUNE 14, 2023 MY EMAIL ADDRESS CHANGED TO KATE.INGERSOLL@TRUSD.NET***
>
> *The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*
>
> ---
>
> **From:** Matthew Lemos <matthew.lemos@hccts.org>
> **Sent:** Friday, January 19, 2024 12:10 PM
> **To:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Cc:** Mark Lutgen <mark.lutgen@hccts.org>; Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
> **Subject:** Re: monthly enrollment reports - HCCTS
>
> Kate,
>
> Thanks for the follow-up. I have attached an enrollment breakdown for HCCS and CICA for July 2023 to December 2023. If the format works for you and the team, we will submit this by the 15th of each month.
>
> Please let me know if you have any questions or if any changes need to be made to the format.
>
> On Fri, Jan 19, 2024 at 11:00 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hello HCCTS,

I don't see that TRUSD has received HCC & CICA's monthly student enrollment counts. We now need August through December and then each month thereafter per the MOU.

Each charter is different but attached is what Gateway CC is sending TRUSD if you are looking for an example. It is a report that was already going to their Board each month.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660
(916) 566-1600 ext. 31112

PLEASE NOTE THAT ON JUNE 14, 2023 MY EMAIL ADDRESS CHANGED TO KATE.INGERSOLL@TRUSD.NET

The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, December 14, 2023 3:51 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Mark Lutgen <mark.lutgen@hccts.org>; Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: Re: monthly enrollment reports - HCCTS

Hi Kate,

I do apologize for the delay; our data team is compiling the reports to get us all caught up. We will have 2 different formats for you to choose from.

I will reach out as soon as they are complete.

On Wed, Dec 13, 2023 at 11:56 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> Hello HCCTS,
>
> I don't see that TRUSD has received HCC & CICA's monthly student enrollment counts. Please send for Augst through November and then each month thereafter

per the MOU.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660
(916) 566-1600 ext. 31112

PLEASE NOTE THAT ON JUNE 14, 2023 MY EMAIL ADDRESS CHANGED TO KATE.INGERSOLL@TRUSD.NET

The Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Monday, November 6, 2023 1:06 PM
To: Matthew Lemos <matthew.lemos@hccts.org>; Mark Lutgen <mark.lutgen@hccts.org>
Cc: Murdock Smith <murdock.smith@hccts.org>; Lori.Grace <Lori.Grace@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: monthly enrollment reports - HCCTS

Hello,

No preference in format; something you already have and is convenient.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660
(916) 566-1600 ext. 31112

From: Sharilyn.Marshall
To: Lori.Grace; Gina.Carreon; Ryan.DiGiulio
Subject: HCCTS Site Visit Update
Date: Monday, March 18, 2024 7:56:00 AM
Attachments: [redacted]

Good Morning,

Scott Leaman sent a email with updates regarding his site visits to HCCTS schools. I've outlined his report in bullet points (see below):

SITE VISIT OVERVIEW:

- Visited 10 sites (17% of the sites) as of 3/16
- Scott is on track to visit 50% of the sites by the end of the school year.
- Sites have some items in common, but also individualized to the students they support.

PROGRAMS/GRADE LEVELS

- Majority of programs are ESL (which they label Independent High School or IHS)
- Students assessed on a level from 0-3 on English proficiency and placed in classes accordingly.
- Grade level assignments based on credits earned
    - 0-50 Credits = 9th grade
    - 21-149 Credits = 10th Grade
    - 150-200 Credits = 12th Grade ***(NOTE: A small number of 10th grade students and very few 12th grade students enrolled at sites visited so far)***
- Classrooms are well supported and students use their district issued phones frequently.

ATTENDANCE:

- Students need to attend class once every 20 days to stay enrolled
- If absent for 20 days a letter is sent giving a time period to return to class or be dropped
- Scott has observed a discrepancy between enrollment and attendance (which may be explained by the average ADA of 50%)

SITE USE:

- Many sites are "***not being used***" as they are going to be used for "growth in the future".
- Many principals state the need for ***space as a challenge***.

Shari Marshall
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590


TwinRivers
UNIFIED SCHOOL DISTRICT

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	MARYSVILLE - 715 C Street, Marysville, CA 95901	3/4/2024	Scott Leaman	2	0	48		2 teachers share a classroom on site. This is an independent student program using the Edmentum High School software, so students would not be present. Low bar to stay enrolled?
CTE	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	1	0	0		Based on interview with teacher, program has not stared yet for this school year.
HCCS	Del Paso - "1100 Las Palmas Avenue, Sacramento, CA 95815"	3/26/2024	Scott Leaman	1	N/A			Class had not started yet but the teacher was meeting with students
HCCS	10017 Folsom Blvd, Sacramento, CA 95827	8/6/2024	Scott Leaman	3	68	635	2	Classes have enrollment assigned to classroom that would be beyond capacity if the students attended
HCCS	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	8/6/2024	Scott Leaman	2	23	223	2	Classes have enrollment assigned to classroom that would be beyond capacity if the students attended
HCCS	HILLSDALE - 5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	3/14/2024	Scott Leaman	3	135	950		Classrooms are croweded but they are expanding in to new spaces (Hillsdale #2)
CICA	Marconi 2 - "3727 Marconi Ave, Sacramento, CA 95821"	8/13/2024	Scott Leaman	3	65 - online	175	1	Concerns about curriculum and dropouts. Report that other teachers just pass on students
CTE	1333 Grand Avenue, Sacramento, CA 95838	9/18/2024	Scott Leaman	5	d in the afternoon			CTE programs have very small enrollment per class

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS (No CICA at this site)	North Laguna - 8211 Bruceville Rd, #115, Sacramento, CA 95823	8/12/2024	Scott Leaman	2	58	321		Based on interview with teacher, program has not rdared yet for this school year.
HCCS	Center Parkway "7839 Center Parkway, Sacramento, CA 95823"	8/12/2024	Scott Leaman	2	77	232		Based on interview with teacher, program has not parkwayared yet for this school year.
HCCS	Maple - 3301 37th Avenue, Sacramento, CA 95824	4/11/2024	Scott Leaman	5	47	854		It was shared that the visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	0	0 (online program)	86		Not in class on this day, but is an online program
CICA	1326 O Street, Sacramento, CA 95814	8/7/2024	Scott Leaman	0	0	0		Not staff at site due to shortage
HCCS	OXNARD 328 West Third Street, Oxnard, CA 93030	2/29/24 - 3/1/24	Scott Leaman	2	42	119		Observed a night and morning class. Enrolled
HCCS	South Lake Tahoe - 1041 Lyons Avenue, South Lake Tahoe, CA 96150	4/10/2024	Scott Leaman	N/A	N/A	N/A		Prinicipal said this is a future site
HCCS	12th Street - " 701 12th Street, Suite 203, Sacramento, CA 95814"	N/A	Scott Leaman	Site Closed	N/A	N/A		Site closed per Lee Farrand
CICA	9880 Jackson Road, Sacramento, CA 95827	9/25/2024	Scott Leaman	1	5	24		

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	Del Paso 2 - "3730 Marysville Blvd, Sacramento, CA 95838"	3/26/2024	Scott Leaman	1	0			This is a CICA online program so students are in distance learning
HCCS	HILLSDALE #2 - 5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	3/14/2024	Scott Leaman	0	0	0		This is an expansion site for Hillsdale #1. There is also a student center and an enrollment center on sit.
HCCS	OXNARD 2 560 South A Street, Suite B, Oxnard, CA 93030	3/1/2024	Scott Leaman	0	0	0		This is an expansion site that has not held a class yet. They reported they need the site due to an increase in enrollment. The site is clean and a quality large classroom. No students have attended this site yet. Students from Oxnard will attend this site also.
HCCS	HEMLOCK - 5537 Hemlock Street, Sacramento, CA 95841	3/14/2024	Scott Leaman	1	34	80		This is the Russian Library opened for students in the evening
HCCS	MARYSVILLE 2- 1431 C St, Marysville, CA 95901	3/4/2024	Scott Leaman	0	0	0	1	This site is a professonal baseball field. When I intervied the contact he stated no students are present and they had only 2 events there. There is/was hope that it would be a site for landscaping, culinary programs.
CICA	San Pablo - 1964 Rumrill Blvd, San Pablo, CA 94806	11/6/2024	Scott Leaman	1	online progr	5	1	This site is not listed as a CICA site. Von Allen stated the teacher was moved from the Oakland site when it closed.
HCCS	Marconi 2 - "3727 Marconi Ave, Sacramento, CA 95821"	8/13/2024	Scott Leaman	3	46	1054	1	two classes at this site have 228 and 286 students respectively

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	1333 Grand Avenue, Sacramento, CA 95838	9/18/2024	Scott Leaman	2	65	1,222		Visited in the afternoon and there were few students present. 2 teachers were in meetings and 3 classrooms had long term substitutes
HCCS	Old Auburn - 7817 Old Auburn, Citrus Hights	4/19/2024	Scott Leaman	N/A	N/A	N/A		Workers present and preparing at least 4 classrooms. Spreadsheet says classes have not
HCCS	MARYSVILLE - 715 C Street, Marysville, CA 95901	3/4/2024	Scott Leaman	2	17	130		2 teachers share a classroom on site. This is an independent student program using the Edmentum High School software, so students would not be present. Low bar to stay enrolled?
HCCS	HEMLOCK #2 - 5527 Hemlock Street, Suite B, Sacramento, CA 95841	3/14/2024	Scott Leaman	1	24	60		
HCCS	McClellan 3144 Palm Street, Building 826, McClellan Park, CA 95652	3/15/2024	Scott Leaman	2	87	253		
HCCS	McClellan #2 5411 Luce Ave, Unit 242, McClellan, CA 95652	3/15/2024	Scott Leaman	2	55	180		Based on interview with teacher, program has not unit 242ared yet for this school year.
CICA	Del Paso - "1100 Las Palmas Avenue, Sacramento, CA 95815"	3/26/2024	Scott Leaman	2	11			
HCCS/CICA	Auburn - 4441 Auburn Blvd, Suite H & M Sacramento, CA 95841	3/27/2024	Scott Leaman	2	N/A Online Program			Cblvds had not started yet but the teacher was meeting with stuaunts
HCCS/CICA	Auburn - 4441 Auburn Blvd, Suite J, Sacramento, CA 95841	3/27/2024	Scott Leaman	1	24	0 = 197, 12=65		

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	College Oak - 4545 College Oak Drive, Sacramento, CA 95841	4/3/2024	Scott Leaman	3	102	1800		
HCCS	Maple 2 - 5961 Franklin Blvd, Sacramento, CA 95824	4/11/2024	Scott Leaman	2	43	176		
CICA	Florin - "3801 Florin Road, Suite 107, Sacramento, CA 95823"	4/24/2024	Scott Leaman	1	Online	40		Based on interview with teacher, program has not suite 107ared yet for this school year.
CICA	Bowling - "7171 Bowling Drive, #1120, Sacramento, CA 95823"	4/24/2024	Scott Leaman	1	Online	16		
HCCS	"Larkspur #2 - Larkspur #2 - 1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	4/26/2024	Scott Leaman	1	30	190		Classrooms are croweded but they are expanding in Sacramento new spaces (Larkspur #2)
HCCS	Larkspur #1 - "1100 Fulton Avenue, #F, Sacramento, CA 95825"	4/26/2024	Scott Leaman	N/A	N/A	N/A		Based on interview with teacher, program has not fared yet for this school year.
HCCS	Hurley - "3205 Hurley Way, Sacramento, CA 95864"	4/26/2024	Scott Leaman	3	70	350		It was shared Hurleyat Hurleye visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	"SHRA Marina - 30 Seavey Circle, Sacramento, CA 95818"	4/29/2024	Scott Leaman					Based on interview with teacher, program has not circleared yet for this school year.

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	431 Hayes Avenue, Sacramento, CA 95838	5/9/2024	Scott Leaman	3	20	88		
HCCS	1111 Howe Avenue, #655, Sacramento, CA 95825	5/13/24	Scott Leaman	3	73	401		It was shared Avenueat Avenuee visits happened during Eid which could affect attendance. The school was also doing assessment testing.
HCCS	Fair Oaks - "2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825"	5/22/2024	Scott Leaman	pport Site C	2	0		Classrooms are croweded but they are expanding in to new spaces (Oaks #2)
HCCS	West Sac - "800 Todhunter Avenue, West Sacramento, CA 95605"	5/29/2024	Scott Leaman	3	34	510		
HCCS	Capitol Mall - "555 Capitol Mall, #735, Sacramento, CA 95814"	5/29/2024	Scott Leaman	2	10 inperson, 15 online	30		Based on interview with teacher, program has not mallared yet for this school year.
HCCS	Edison - "2300 Edison Avenue, Sacramento, CA 95821"	8/13/2024	Scott Leaman	5	149	1065		It was shared Edisonat Edisone visits happened during Eid which could affect attendance. The school was also doing assessment testing.
HCCS (No CICA at this site)	24th Street 7720 24th Street, Sacramento, CA 95832	8/13/2024	Scott Leaman	1	32	117		Based on interview with teacher, program has not streetared yet for this school year.
HCCS	South Side Park 730 S Street, Sacramento, CA 95811	8/13/2024	Scott Leaman	2	23	76		
CICA	Rosemont - "8401 Jackson Rd, Sacramento, CA 95826"	8/14/2024	Scott Leaman	1	24 (online and at women's center)	24		It was shared Jacksonat Jacksone visits happened during Eid which could affect attendance. The school was also doing assessment testing.

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	Industrial - 8180 Industrial Pkwy, Sacramento, CA 95824	8/14/2024	Scott Leaman	1	7	32		It was shared Industrialat Industriale visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	Industrial - 8180 Industrial Pkwy,	8/14/2024	Scott Leaman	1	25 (online)	25		It was shared Industrialat Industriale visits happened during Eid which could affect
HCCS	65th Back Viet South6853 65th Street, Suite C,	8/14/2024	Scott Leaman	2	92	218		Classrooms are croweded but they are expanding in A 95828 new spaces (Back #2)
HCCS	Yuba City - 229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	9/19/2024	Scott Leaman	1	36	80		Classrooms are croweded but they are expanding in 1 new spaces (City #2)
HCCS	Asher - 1215 Howe Avenue, #101, Sacramento, CA 95825	9/26/2024	Scott Leaman	3	5	32		
HCCS/CTE	Garden Grove - 10121 Westminster Avenue, Garden Grove, CA 92843	10/23/2024	Scott Leaman	1	0	38		
HCCS	Garden Grove 2 - 14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	10/23/2024	Scott Leaman	1	32	296		Classrooms are croweded but they are expanding in Grove new spaces (Grove #2)
HCCS	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	4	70	268		Based on interview with teacher, program has not stared yet for this school year.
HCCS	San Pablo - 1964 Rumrill Blvd, San Pablo, CA 94806	11/6/2024	Scott Leaman	1	8	48		

2023 -24

SCHOOL ACCOUNTABILITY REPORT CARD

HIGHLANDS
COMMUNITY CHARTER SCHOOL



Reported Using Data from
the 2023–24 School Year
California Department of Education

916.844.2283

HCCS.HCCTS.ORG

HIGHLANDS
COMMUNITY CHARTER SCHOOL

School Accountability Report Card

Reported Using Data from the 2023–24 School Year
California Department of Education

For Highlands Community Charter School (HCCS)
Address: 1333 Grand Ave Sacramento, CA 95838
Phone: 916-844-2283
Principal: Bill McGuire
Grade Span: 9-12

Executive Director's Message

This year's School Accountability Report Card (SARC) comes at a pivotal moment for Highlands Community Charter and Technical Schools (HCCTS). Oversight agencies have identified areas for improvement in reporting practices and data transparency, and we welcome this opportunity to refine our systems and deepen accountability. We see these challenges not as setbacks but as opportunities to demonstrate our growth and reaffirm our commitment to integrity, without compromising the student-centered mission that defines our schools.

The SARC has been required for LEAs since 1988. In all my years in public education, I have not encountered a formal review of a SARC by the California Department of Education (CDE). Despite this unprecedented review, we have approached this year's SARC as an opportunity to set a new standard. The 2023–24 SARC reflects what I believe to be a fully compliant document, demonstrating enhanced data reporting, clearer narratives, and transparent explanations for areas we are improving. This effort represents a cross-departmental commitment to align our processes with expectations while preserving the integrity of our unique program model.

HCCTS serves adults aged 22 and older who do not yet possess a U.S. high school diploma. To meet the diverse needs of our community, HCCTS operates two schools, HCCS and California Innovative Career Academy (CICA) through a number of resource centers across the region. These sites, which support HCCS' seat-based programs, reflect our commitment to accessibility and equity. The site list on the following pages is current for the 2024–2025 academic year. While many of the mandated charts and tables required by CDE are not applicable to our schools, as they were designed for traditional K–12 programs, we remain committed to compliance where possible. However, compliance alone is not the measure of our success. Our focus remains on student outcomes, represented by the high standards, rigorous programs, and holistic support services highlighted in this report.

HCCS is more than a school - it is a testament to resilience, opportunity, and transformation. Our students, many of whom have faced barriers to education, embody what is possible when schools meet learners where they are and support them relentlessly as they pursue their educational goals.

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

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Site List

HCCS SITE LIST 2024-25

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock-TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

HCCS & CICA SITE LIST 2024-25

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(Combining Folsom 1 & 2)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST 2024-25

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

EXTERNAL CTE SITE LIST 2024-25

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

CLOSED SITES 2024-25

1. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
2. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
3. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
4. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

CLOSED SITES 2023-24

1. **12th Street |** 701 12th Street, Suite 203, Sacramento, CA 95814
2. **ARI Elder Creek |** 6270 Elder Creek Road, Sacramento, CA 95824
3. **ARI Sunrise |** 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
4. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601

About This School

Table 1: District Contact Information (School Year 2024–25)

*Entire table - data provided by the CDE **(DPC)***

Entity	Contact Information
District Name	Twin Rivers Unified
Phone Number	916-566-1600
Superintendent	Dr. Steven Martinez
Email Address	steve.martinez@trusd.net
Website	www.trusd.net

Table 2: School Contact Information (School Year 2024–25)

*Entire table - data provided by the CDE **(DPC)***

Entity	Contact Information
School Name	Highlands Community Charter
Street	1333 Grand Ave.
City, State, Zip	Sacramento, CA, 95838
Phone Number	916-844-2283
Principal	Bill McGuire
Email Address	bill.mcguire@hccts.org
Website	www.hccts.org
Grade Span	9-12
County-District-School (CDS) Code	34-76505-0130757

Table 3: School Description and Mission Statement (School Year 2024–25)

*Narrative provided by the LEA **(DPL)***

Highlands' Mission:
"We are a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change."

Student Learning Outcomes:
At Highlands Community Charter School, students will: 1. Demonstrate measurable achievements each term through assessment. 2. Make progress toward their career goals. 3. Use technology to communicate for personal and academic use.

Table 4: Student Enrollment by Grade Level (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Grade Level	Number of Students
Kindergarten	-
Grade 1	-
Grade 2	-
Grade 3	-
Grade 4	-
Grade 5	-
Grade 6	-
Grade 7	-
Grade 8	-
Grade 9	8,705
Grade 10	158
Grade 11	-
Grade 12	206
Total Enrollment	9,069

Meeting the Needs of English Learners Through Equitable Access

Prior to November 2020, HCCTS classified English Learner Development (ELD) students as 1st and 2nd graders to align instruction with language acquisition needs.

However, this classification unintentionally limited access to core graduation requirements and Career Technical Education (CTE) programs, creating inequities between native speakers and non-native speakers.

To address these barriers and promote equity, HCCTS submitted a growth application in November 2020 to reclassify all students as 9th–12th graders. This change ensures that:

- IHS students earn high school credits aligned with graduation requirements.
- Students have access to CTE programs, career pathways, and postsecondary preparation opportunities. IHS students have appropriate access to some programs based on language acquisition.
- All students are treated as high school learners, reflecting HCCTS' commitment to equity and educational access.

HCCTS remains dedicated to serving English Learners through targeted academic support, personalized instruction, and comprehensive services that honor the diverse needs of its adult learner population.

Table 5: Student Enrollment by Student Group (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Percent of Total Enrollment
Female	58.90%
Male	41.00%
Non-Binary	0.10%
American Indian or Alaska Native	0.20%
Asian	21.30%
Black or African American	0.80%
Filipino	<0.10%
Hispanic or Latino	17.50%
Native Hawaiian or Pacific Islander	0.70%
Two or More Races	5.70%
Other/Unknown	0.30%
White	53.50%
English Learners	0.0%***/98.4%****
Foster Youth	0.00%*
Homeless	7.20%
Migrant	0.00%*
Socioeconomically Disadvantaged	97.40%
Students with Disabilities	0.00%*

**ADEL not counted by CDE here.*
***ADEL per EL Funding Eligible on CalPADS 1.17 report.*

HCCS serves adult learners aged 22 years and older through its WASC-accredited, K–12 charter school program, offering high school diplomas and a standards-aligned curriculum. While our internal data indicates that 98.4% of our students are English Learners, the California Department of Education (CDE) reports this figure as 0.0% due to classification rules used in state-level accountability measures.

Specifically, California's Longitudinal Pupil Achievement Data System (CALPADS) excludes students aged 22 and older from the English Learner (EL) count used for certain reporting purposes. Instead, they are classified as Adult English Learners (ADEL). This exclusion reflects a technical classification, not the actual language acquisition needs of our students or the services we provide.

To ensure compliance and transparency, HCCS follows all CDE reporting requirements while also maintaining internal data systems to monitor and support the language development needs of our students. Our commitment to serving English Learners is demonstrated through targeted instructional programs, workforce development partnerships, and personalized support services.

We encourage educational partners to view both sets of data—state-reported and internally tracked—as complementary, reflecting HCCS' unique mission and our unwavering dedication to equity, access, and opportunity for all students.

Table 5A: HCCS 3-Year Demographic Highlights

*Entire table - data provided by the LEA **(DPL)***

By Census Day:

2021-22	2022-23	2023-24
1. Afghanistan (1,419)	1. Afghanistan (2,875)	1. Afghanistan (3,755)
2. Mexico (708)	2. Ukraine (990)	2. Ukraine (1,305)
3. United States (425)	3. Mexico (920)	3. Russia (1,239)
4. Russia (234)	4. Russia (634)	4. Mexico (1,036)
5. Ukraine (160)	5. United States (381)	5. Vietnam (268)
6. Vietnam (148)	6. Vietnam (153)	6. United States (146)
7. El Salvador (84)	7. China (79)	7. El Salvador (101)
8. China (71)	8. Moldova (72)	8. Guatemala (87)
9. Guatemala (60)	9. El Salvador (68)	8. Moldova (87)
10. Moldova (43)	10. Guatemala (57)	10. China (86)
Other (399)	Other (520)	Other (959)

Demographic Trends Reflect Global Commitment to Equity

HCCS stands as a beacon of opportunity for students from around the world, providing high-quality, WASC-accredited K–12 education to adult learners seeking a second chance at academic and economic success.

The data above highlights the top 10 birth countries of our students on Census Day for the 2023–24 school year, when students from 89 different countries were enrolled. Over the course of the year, HCCS proudly served students from more than 100 countries. This table reflects more than just numbers—it tells a story of resilience, migration, and transformation.

The shifts in demographics mirror global events, including refugee resettlements, humanitarian crises, and economic migration, positioning HCCS as a critical resource for immigrant and refugee populations. Many of these students have faced displacement, systemic barriers, and linguistic challenges, yet they find a path forward through our innovative programs, targeted support systems, and commitment to equity.

This data underscores HCCS' role as a lifeline for underserved communities, demonstrating our ability to adapt to evolving needs while staying grounded in our mission to eradicate educational inequality and equip students with tools for long-term success.

Table 5B: Enrollment by Site

*Entire table - data provided by the LEA **(DPL)***

Site	9	10	11	12	Grand Total
24th St.	71	-	-	-	71
65th St.	133	-	-	-	133
ARIElderCr*	90	-	-	-	90
ARISunrise*	50	-	-	-	50
Asher	7	1	-	7	15
Auburn Blvd.	108	24	-	1	133
C St.	99	1	-	1	101
Capitol Mall	1	-	-	1	2
Center Pkwy.	9	-	-	-	9
College Oak Dr.	1,259	-	-	-	1,259
Las Palmas Ave.	180	1	-	20	1201
Edison Ave.	858	14	-	1	873
Fair Oaks2*	-	-	-	1	1
Folsom Blvd.[1]	399	3	-	-	402
Folsom Blvd. 2[1]	351	9	-	-	360
Euclid St.	159	1	-	7	167
Hemlock St.	2	-	-	-	2
Foothill Farms	81	2	-	-	83
Hillsdale Blvd.	537	15	-	2	554
Howe Ave.	399	11	-	-	410
Hurley Way	155	7	-	10	172
Industrial Pkwy.	16	-	-	5	21
Larkspur Ln.	114	2	-	-	116
Grand Ave.	818	30	-	65	913
37th Ave.	283	1	-	-	284
Franklin Blvd.	480	9	-	24	513
Marconi Ave.	898	6	-	-	904
Palm St.	196	-	-	-	196
Luce Ave.	121	8	-	-	129
Mixed	1	-	-	-	1
Bruceville Rd.	163	4	-	-	167
North Laguna 2[2]	31	-	-	-	31
Not Enrolled on Census Day[3]	19	1	-	6	26
Hayes Ave.	-	-	-	9	9

33rd St.	50	1	-	37	88
West Third St.	102	-	-	1	103
S St.	57	-	-	-	57
Rumrill Rd.	40	-	-	-	40
Todhunter Ave.	339	7	-	8	354
Clark Ave.	29	-	-	-	29
Grand Total	**8,705**	**158**	**0**	**206**	**9,069**

**Site now closed. Not represented on the current site list.*
[1]Folsom 1 and Folsom 2 are now combined and reflected as Folsom Blvd. on the site list.
[2]North Laguna 1 and 2 are now combined and reflected as Bruceville Rd. on the site list.
[3]Numbers in this table are a snapshot taken on Census day. At the time of this snapshot, some students were registered but not yet enrolled in a course.

Expanding Access Across Communities to Meet Demand
HCCS is committed to expanding access to education through community-based learning centers that reduce geographic barriers and meet students where they are. The table above provides a point-in-time snapshot of 2023–24 enrollment by site, based on reporting methods aligned with our authorizing district (TRUSD).

Note on Methodology:
Enrollment counts reflect monthly reporting practices and assign students with multiple site enrollments to one site at random for data consistency. This approach captures site-level trends while accounting for student mobility within HCCS' network of over 40 locations at the time of snapshot.

High-demand sites such as College Oak Dr. (1,259), Grand Ave. (913), Marconi (904), and Edison (873) illustrate areas where enrollment consistently exceeds capacity, highlighting the need for strategic resource planning to address class sizes and maintain personalized learning environments.

This data also reflects HCCS' role in serving students with nontraditional schedules and varied educational pathways, including credit recovery, English language development, and high school diploma programs. The concentration of students in 9th grade underscores HCCS' focus on providing on-ramps to success for students with interrupted education histories.

As HCCS continues to grow, it remains committed to scaling resources, expanding capacity, and enhancing programs to sustain its mission to eradicate educational inequality and meet the evolving needs of its diverse student population.

Table 5C: Average Daily Attendance by Year and Period

*Entire table - data provided by the LEA **(DPL)***

Grades 9-12	P1 July-January	P2 July-April	P3 Annual
2022-2023	**4,105.8**	**4,455.4**	**4,488.7**
2023-2024	**5,583.6**	**5,736.2**	**5,870.0**

Expanding Access, Embracing Flexibility
HCCS is committed to expanding access to education for underserved learners who face barriers to academic and economic mobility. Our Average Daily Attendance (ADA)

reflects the growing demand for flexible learning pathways designed to support students balancing work, family responsibilities, and life circumstances.

While traditional attendance metrics often measure daily participation, HCCS recognizes that persistence and progress are equally important indicators of student success. Research suggests that students balancing work and family responsibilities often follow nontraditional attendance patterns, a trend observed in community colleges and adult-serving programs nationwide.

Our program is intentionally designed to accommodate nontraditional schedules to serve nontraditional students in the true spirit of charter schools, ensuring students remain engaged and supported even when life circumstances require intermittent attendance patterns.

To address the unique needs of our students, HCCS provides:

- **Academic Support Services**, including a Career Success Center, ELD Navigators, and CTE programs.
- **Student Support Services**, such as homeless services, play care, a clothing closet, a food pantry, and Civics 101: Rights and Responsibilities classes.

HCCS is proud of its commitment to access and equity, continually enhancing programs and services to support engagement and success. As we grow, we remain focused on our vision to eradicate educational inequality and create lasting opportunities for those we serve.

Table 5D: Percentage of Enrolled Students Actively Parenting or Pregnant (School Year 2023–24)

*Entire table - data provided by the LEA **(DPL)***

Pregnant and/or Actively Parenting*	Previously Parenting*/ Not a Parent	% of Census Day Parenting/Pregnant
6,418	2,651	70.80%

**Actively Parenting refers to students whose child/children are minors and/or are still dependent on parents. Previously Parenting refers to students whose children are all adults and not dependents.*

Supporting Learners and Families Beyond Traditional Barriers

HCCS' serves a diverse student population, including a significant percentage of actively parenting or pregnant students. This demographic underscores the importance of HCCS' innovative programs and flexible learning models, designed to address the challenges faced by adult learners.

State-Level Reporting Limitations

To report students who are actively parenting and/or pregnant to the CDE via CalPADS, students must be enrolled in Cal-Learn. Cal-Learn is a statewide program for pregnant and parenting teens in the California Work and Responsibility to Kids (CalWORKs) program. However, Cal-Learn requires participants to be under the age of 19. As an adult-serving charter school, no HCCTS students are eligible for this program, which prevents this critical data point from being reflected in statewide reporting.

Commitment to Equity and Access
HCCS' student-centered approach addresses the unique barriers faced by parenting students, including access to resources, flexible schedules, and comprehensive support services. These efforts align with the principles of the Dashboard Alternative School Status (DASS) model, which HCCS operated under during the 2023–24 school year, highlighting its mission to empower underserved communities.

The inclusion of this table demonstrates transparency and provides a more accurate depiction of the students served by HCCS. By fostering resilience and opportunity, the school equips students with the tools they need to balance their educational aspirations with their family responsibilities.

A. Conditions of Learning

State Priority: Basic (Priority 1)

Table 6: Teacher Preparation and Placement (School Year 2020–21)

Entire table - data provided by the CDE ***(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	10.9	16.22	1,191.7	82.68	228,366.1	83.12
Intern Credential Holders Properly Assigned	0.0	0.0	16	1.11	4,205.9	1.53
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	7.7	11.44	54.7	3.8	11,216.7	4.08
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	4.00	5.93	103.5	7.18	12,115.8	4.41
Unknown/Incomplete/NA	44.9	66.38	75.3	5.22	18,854.3	6.86
Total Teaching Positions	67.70	100	1,441.5	100	27,4759.1	100

Table 7: Teacher Preparation and Placement (School Year 2021–22)
*Entire table - data provided by the CDE **(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	7.2	9	115.6	80.01	234,405.2	84.00
Intern Credential Holders Properly Assigned	0.0	0.0	17.1	1.19	4,853.0	1.74
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.1	2.63	36.8	2.55	12,001.5	4.30
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	6.60	8.34	94.0	6.51	11,953.1	4.28
Unknown/Incomplete/NA	64	80.02	140.5	9.73	15,831.9	5.67
Total Teaching Positions	79.9	100	1,444.2	100	279,044.8	100

Table 8: Teacher Preparation and Placement (School Year 2022–23)
*Entire table - data provided by the CDE **(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	13.00	13.69	1,131.80	75.05	23,1142.4	100(?)
Intern Credential Holders Properly Assigned	0.1	0.15	30.7	2.04	5,566.4	2.00
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	28.1	29.52	122	8.09	14,938.3	5.38
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	10.8	11.34	110.30	7.32	11,746.9	4.23
Unknown/Incomplete/NA	43.2	45.29	113.00	7.5	14,303.8	5.15
Total Teaching Positions	95.4	100	1,508.1	100	277,698	100

Tables 6-8: Building Capacity While Navigating Reporting Limitations
HCCS remains committed to providing high-quality instruction through a qualified and supported teaching staff. Over the past three years, HCCS has demonstrated consistent growth in the number of fully credentialed teachers while also navigating evolving reporting standards and data system limitations that impact how credentials are classified.

Methodology
The data in Tables 6–8 is based on Full-Time Equivalent (FTE) status, where 1 FTE equals one full-time staff member, or the combined time of part-time staff equivalent to a full-time position.

- An assignment is defined as the position held by an educator based on setting, subject, and grade level.
- An authorization is defined as the services an educator is certified to provide.

Commitment to Compliance and Transparency
Since 2015–16, HCCS has partnered with the San Diego County Office of Education (SDCOE) to support teachers in earning adult education teaching credentials, often reimbursing costs upon successful program completion.

HCCS has proactively implemented:

- Internal audits and executive reviews of credentialing practices.
- Detailed narrative submissions to explain assignments flagged by CALSAAS, despite system limitations.
- Collaboration with state agencies to resolve discrepancies and advocate for accurate reporting tools for nontraditional program models.

HCCS views this process as an opportunity for growth and will continue to collaborate with state and local authorities to meet evolving reporting standards while maintaining its mission to eradicate educational inequality and support student success through a highly qualified teaching staff.

Table 9: Teachers Without Credentials and Misassignments
(considered "ineffective" under ESSA)
Entire table - data provided by the CDE ***(DPC)***

Authorization/Assignment	2020–21 Number	2021–22 Number	2022–23 Number
Permits and Waivers	0.0	0.0	0.0
Misassignments	7.7	2.1	28.1
Vacant Positions	0.0	0.0	0.0
Total Teachers Without Credentials and Misassignments	7.7	2.1	28.1

Table 10: Credentialed Teachers Assigned Out-of-Field
(considered "out-of-field" under ESSA)
Entire table - data provided by the CDE ***(DPC)***

Indicator	2020–21 Number	2021–22 Number	2022–23 Number
Credentialed Teachers Authorized on a Permit or Waiver	4.0	0.0	0.0
Local Assignment Options	0.0	6.6	10.8
Total Out-of-Field Teachers	4.0	6.6	10.8

Table 11: Class Assignments
Entire table - data provided by the CDE ***(DPC)***

Indicator	2020–21 Percent	2021–22 Percent	2022–23 Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0	0.0	0.0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	19.2	12.7	15.8

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

Tables 9–11: Prioritizing Credentialing Compliance Amid Reporting Challenges
HCCS is committed to providing high-quality instruction through a qualified and supported teaching staff. As a charter school serving a nontraditional student population, HCCS continues to prioritize compliance with credentialing standards while adapting to reporting frameworks that do not always capture the flexibility required to meet student needs. As part of HCCTS, HCCS benefits from centralized policies and resources while operating with flexible staffing structures designed to meet the needs of its nontraditional learners.

Methodology
The data in Tables 9–11 is based on Full-Time Equivalent (FTE) status, where 1 FTE equals one full-time staff member, or the combined time of part-time staff equivalent to a full-time position.

- FTE counts do not reflect individual headcounts but instead capture teaching assignments, including multiple subjects or split roles.
- An assignment is defined as the position held by an educator based on setting, subject, and grade level.
- An authorization is defined as the services an educator is certified to provide.

Credentialing and Assignment Trends
HCCS continues to demonstrate growth in staffing while addressing compliance challenges tied to CALSAAS reporting limitations.

- *Misassignments and Out-of-Field Classifications:*
  The 28.4% flagged as without credentials or misassigned and 37.1% flagged as out-of-field reflect reporting limitations, not actual deficiencies. These classifications arise from data mismatches and system constraints that do not fully account for alternative credentialing pathways aligned with HCCS' unique model.
- *Permits and Waivers:*
  HCCS reports zero teachers using permits or waivers, demonstrating a commitment to permanent credentialing solutions rather than temporary workarounds.
- *Growth and Staffing Trends:*
  HCCS' FTE data shows steady growth, reflecting an expansion of access and programming while maintaining a focus on teacher quality. The totals include

multiple subject assignments and flexible roles, which are necessary to meet the needs of HCCS' diverse student population.

Commitment to Compliance and Transparency
Since 2015–16, HCCTS has partnered with the San Diego County Office of Education (SDCOE) to support teachers in earning adult education teaching credentials, often reimbursing costs upon successful program completion.

HCCTS has implemented:

- Regular audits and credential reviews to verify compliance.
- Detailed reporting to explain assignments flagged by CALSAAS, despite limitations in the system's ability to capture nontraditional assignments.
- Collaborations with regulatory bodies to develop better frameworks for alternative program models and flexible staffing structures.

Looking Ahead
HCCS views this process as an opportunity for growth and is dedicated to refining its credentialing systems, expanding support for educators, and aligning with evolving reporting requirements. HCCS remains focused on maintaining high-quality instruction and eradicating educational inequality for its students.

Table 12: Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2024–25)

Entire table – data provided by the LEA ***(DPL)***

Textbooks and Instructional Materials
Year and month in which data were collected: December 2024

Core Curriculum Area	Textbooks and Instructional Materials/Year of Adoption
Reading/Language Arts The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	**International High School:**

Book/Resource	Publisher	Adoption
ABC English Phonics Levels 1-4	abc English	2021
Reading Skills Stories	abc English	2021
Reading with Relevance	Moving Forward Institute	2021
Burlington English	The Burlington Group	2021

High School:

Book/Resource	Publisher	Adoption
Reading with Relevance	Moving Forward Institute	2021
Edmentum	Edmentum, Inc.	2023

Mathematics	Book/Resource	Publisher	Adoption
The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	Edmentum	Edmentum, Inc.	2023

Science	Book/Resource	Publisher	Adoption
The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	Edmentum	Edmentum, Inc.	2023

History-Social Science	Book/Resource	Publisher	Adoption
The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	Edmentum	Edmentum, Inc.	2023

Providing Rigorous, Accessible, and Flexible Instructional Materials
HCCS is committed to ensuring that all students have access to high-quality, standards-aligned instructional materials that support academic achievement and career readiness. Instructional resources are selected to meet the diverse needs of adult learners, including English learners, refugees, and those pursuing career-technical education pathways.

HCCS also recognizes the importance of digital access in supporting its flexible learning environment. In addition to tangible textbooks, HCCS provides technology-integrated platforms such as Edmentum and Burlington English, ensuring students can access materials anytime and anywhere to accommodate independent study and remote learning needs.

The most recent review, conducted in December 2024, confirmed that all students have access to current and appropriate instructional materials, whether through physical resources or digital platforms, aligned with state standards and 21st-century learning goals.

Table 13: School Facility Conditions and Planned Improvements

Narrative provided by the LEA ***(DPL)***

HCCS is committed to ensuring that facilities remain safe, clean, and functional through daily cleaning protocols and preventive maintenance programs.

Facilities are inspected annually using the Facility Inspection Tool (FIT), with evaluations conducted by third-party inspectors to maintain objectivity.

Planned Improvements
HCCS implements targeted repairs and capital improvement plans based on the FIT evaluations to resolve deficiencies and upgrade facilities as needed.

Looking Ahead
HCCS will continue to prioritize site improvements and monitor progress through regular evaluations and strategic investments in safe and equitable learning environments.

Table 14: School Facility Good Repair Status

*Entire table – data provided by the LEA **(DPL)***

12th St. 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	1	2	3	3	2	0	1	3	3	3	3	3
	Number of "D"s:	0	0	0	2	1	0	0	0	2	2	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	33.33%	66.67%	100.00%	100.00%	100.00%	0.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			33.33%	83.34%		100.00%	50.00%		66.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	FAIR		GOOD	POOR		POOR		GOOD		GOOD	

24th St. (Previously St. Anne's) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	6	6	6	5	4	6	1	0	1	4	2	4	6	6	6
	Number of "D"s:	0	0	0	1	2	0	5	0	0	2	4	2	0	0	0
6	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	5	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	83.33%	66.67%	100.00%	16.67%	N/A	100.00%	66.67%	33.33%	66.67%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			83.33%	83.34%		16.67%	100.00%		50.00%		83.34%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	FAIR		POOR	GOOD		POOR		FAIR		GOOD	

33rd St. (Previously Oak Park) 3/21/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	42	42	42	39	42	42	28	5	7	28	41	39	41	42	39
	Number of "D"s:	0	0	0	3	0	0	14	1	0	14	1	3	1	0	3
42	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	36	35	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.86%	100.00%	100.00%	66.67%	83.33%	100.00%	66.67%	97.62%	92.86%	97.62%	100.00%	92.86%
Total Percent per Category (average of above)*		100.00%			92.86%	100.00%		66.67%	91.67%		82.15%		95.24%		96.43%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

37th Ave (Maple) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	6	6	6	4	6	6	3	2	2	4	5	6	6	6	6
	Number of "D"s:	0	0	0	2	0	0	3	0	2	2	1	0	0	0	0
6	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	66.67%	100.00%	100.00%	50.00%	100.00%	50.00%	66.67%	83.33%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			66.67%	100.00%		50.00%	75.00%		75.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

65th St (Previously Bach Viet South) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
9	Number of "OK"s:	9	9	9	6	9	9	4	1	1	3	9	9	9	9	9
	Number of "D"s:	0	0	0	3	0	0	5	1	1	6	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	7	7	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	66.67%	100.00%	100.00%	44.44%	50.00%	50.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			66.67%	100.00%		44.44%	50.00%		66.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	POOR		POOR		GOOD		GOOD	

Auburn Blvd. (Previously Auburn) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
27	Number of "OK"s:	27	27	27	25	27	27	27	5	9	24	27	27	27	27	27
	Number of "D"s:	0	0	0	2	0	0	0	1	1	3	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	21	17	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.59%	100.00%	100.00%	100.00%	83.33%	90.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			92.59%	100.00%		100.00%	86.67%		94.45%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	FAIR		GOOD		GOOD		GOOD	

Bruceville Rd (North Laguna) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	6	4	6	4	6	6	4	2	2	6	6	5	6	6	6
	Number of "D"s:	0	2	0	2	0	0	2	0	0	0	0	1	0	0	0
6	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	66.67%	100.00%	66.67%	100.00%	100.00%	66.67%	100.00%	100.00%	100.00%	100.00%	83.33%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		88.89%			66.67%	100.00%		66.67%	100.00%		100.00%		91.67%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		FAIR			POOR	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Bruceville Rd (North Laguna 2) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	2	3	1	3	3	2	1	1	1	3	3	3	3	3
	Number of "D"s:	0	1	0	2	0	0	1	0	0	2	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	66.67%	100.00%	33.33%	100.00%	100.00%	66.67%	100.00%	100.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		88.89%			33.33%	100.00%		66.67%	100.00%		66.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		FAIR			POOR	GOOD		POOR	GOOD		POOR		GOOD		GOOD	

C St. (Previously Marysville) 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	9	9	9	7	9	9	5	2	5	9	7	8	9	9	8
	Number of "D"s:	0	0	0	2	0	0	4	1	0	0	2	1	0	0	1
9	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	77.78%	100.00%	100.00%	55.56%	66.67%	100.00%	100.00%	77.78%	88.89%	100.00%	100.00%	88.89%
Total Percent per Category (average of above)*		100.00%			77.78%	100.00%		55.56%	83.34%		88.89%		94.45%		94.45%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Capital Mall 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	5	5	5	5	5	5	2	0	0	4	5	5	5	5	5
	Number of "D"s:	0	0	0	0	0	0	3	0	0	1	0	0	0	0	0
5	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	5	5	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	40.00%	N/A	N/A	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		40.00%	N/A		90.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Center Pkwy. (Previously Center Parkway) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	8	8	8	7	8	8	6	2	2	7	7	7	8	8	8
	Number of "D"s:	0	0	0	1	0	0	2	0	2	1	1	1	0	0	0
8	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	87.50%	100.00%	100.00%	75.00%	100.00%	50.00%	87.50%	87.50%	87.50%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			87.50%	100.00%		75.00%	75.00%		87.50%		93.75%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	FAIR		FAIR		GOOD		GOOD	

Clark Ave. (Yuba City) 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	3	3	3	2	0	1	3	3	3	3	3	3
	Number of "D"s:	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	66.67%	N/A	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		66.67%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

College Oak Dr. (Previously SALAM) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	15	15	15	12	13	15	8	4	10	7	15	15	15	15	15
	Number of "D"s:	0	0	0	3	2	0	7	0	1	8	0	0	0	0	0
15	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	11	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	80.00%	86.67%	100.00%	53.33%	100.00%	90.91%	46.67%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			80.00%	93.34%		53.33%	95.46%		73.34%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	GOOD		POOR		GOOD		GOOD	

Edison Ave. (Previously St. Matthew's) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	16	15	16	13	15	15	8	4	3	15	14	11	14	14	16
	Number of "D"s:	0	1	0	3	1	1	8	0	1	1	2	5	2	2	0
16	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	12	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	93.75%	100.00%	81.25%	93.75%	93.75%	50.00%	100.00%	75.00%	93.75%	87.50%	68.75%	87.50%	87.50%	100.00%
Total Percent per Category (average of above)*		97.92%			81.25%	93.75%		50.00%	87.50%		90.63%		78.13%		93.75%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		GOOD		FAIR		GOOD	

Euclid Ave. (Previously Garden Grove 2) 3/15/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	8	8	8	6	8	8	6	2	1	6	8	8	8	8	8
	Number of "D"s:	0	0	0	2	0	0	2	0	1	2	0	0	0	0	0
8	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	75.00%	100.00%	100.00%	75.00%	100.00%	50.00%	75.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			75.00%	100.00%		75.00%	75.00%		87.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	FAIR		FAIR		GOOD		GOOD	

Fair Oaks Blvd. Suite C (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	5	5	5	4	5	5	5	1	3	4	5	5	5	5	5
	Number of "D"s:	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
5	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			80.00%	100.00%		100.00%	100.00%		90.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Fair Oaks Blvd. Suite C-2 (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	7	7	7	6	7	7	7	1	1	7	7	7	7	7	7
	Number of "D"s:	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
7	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	85.71%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			85.71%	100.00%		100.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Fair Oaks Blvd. Suite D (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	9	9	9	8	9	9	9	2	3	8	9	9	9	9	9
	Number of "D"s:	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
9	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	7	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			88.89%	100.00%		100.00%	100.00%		94.45%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Folsom Blvd. (Folsom 1) 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	13	12	13	11	13	13	9	3	3	10	13	13	13	13	13
	Number of "D"s:	0	1	0	2	0	0	4	0	1	3	0	0	0	0	0
13	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	10	9	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	92.31%	100.00%	84.62%	100.00%	100.00%	69.23%	100.00%	75.00%	76.92%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		97.44%			84.62%	100.00%		69.23%	87.50%		88.46%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Foothill Farms (Previously Hemlock 2) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	3	2	3	1	1	1	3	3	3	3	3	3
	Number of "D"s:	0	0	0	0	1	0	2	0	0	0	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	66.67%	100.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	83.34%		33.33%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	FAIR		POOR	GOOD		GOOD		GOOD		GOOD	

Franklin Blvd. (Previously Maple 2 (St. Rose)) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	24	24	24	12	24	24	14	6	6	19	21	23	24	22	23
	Number of "D"s:	0	0	0	12	0	0	10	0	2	5	3	1	0	2	1
24	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	18	16	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	58.33%	100.00%	75.00%	79.17%	87.50%	95.83%	100.00%	91.67%	95.83%
Total Percent per Category (average of above)*		100.00%			50.00%	100.00%		58.33%	87.50%		83.34%		97.92%		93.75%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Fulton Ave (Previously Larkspur 2 (Bach Viet North) 10/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	6	6	6	6	6	6	4	0	1	0	6	6	6	6	6
	Number of "D"s:	0	0	0	0	0	0	2	0	0	6	0	0	0	0	0
6	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	5	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	66.67%	N/A	100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		66.67%	100.00%		50.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		POOR		GOOD		GOOD	

Grand Ave. (Previously Grand Avenue) 3/27/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	151	148	151	107	145	151	99	18	20	115	144	141	150	148	144
	Number of "D"s:	0	3	0	44	6	0	52	0	10	36	7	10	1	3	7
151	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	133	121	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	98.01%	100.00%	70.86%	96.03%	100.00%	65.56%	100.00%	66.67%	76.16%	95.36%	93.38%	99.34%	98.01%	95.36%
Total Percent per Category (average of above)*		99.34%			70.86%	98.02%		65.56%	83.34%		85.76%		96.36%		96.69%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Hayes Ave. (Previously Norwood) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	4	4	4	3	1	1	3	3	4	4	4	4
	Number of "D"s:	0	0	0	0	0	0	1	0	0	1	1	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	75.00%	100.00%	100.00%	75.00%	75.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		75.00%	100.00%		75.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Hemlock St. (Previously Hemlock- TRLCC) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	3	3	3	2	1	1	3	3	3	3	3	3
	Number of "D"s:	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	66.67%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		66.67%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Hillsdale Blvd. (Previously Hillsdale) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	18	18	18	14	18	18	14	3	5	12	18	18	18	18	18
	Number of "D"s:	0	0	0	4	0	0	4	1	1	6	0	0	0	0	0
18	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	14	12	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	77.78%	100.00%	100.00%	77.78%	75.00%	83.33%	66.67%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			77.78%	100.00%		77.78%	79.17%		83.34%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	FAIR		FAIR		GOOD		GOOD	

Hillsdale Blvd. 2 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	4	4	4	3	1	1	1	4	4	4	4	4
	Number of "D"s:	0	0	0	0	0	0	1	0	1	3	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	75.00%	100.00%	50.00%	25.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		75.00%	75.00%		62.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	FAIR		POOR		GOOD		GOOD	

Hillsdale Blvd. 18 (Suite 11) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	15	15	15	11	15	15	14	4	5	12	15	15	15	15	14
	Number of "D"s:	0	0	0	4	0	0	1	0	0	3	0	0	0	0	1
15	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	11	10	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	73.33%	100.00%	100.00%	93.33%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	93.33%
Total Percent per Category (average of above)*		100.00%			73.33%	100.00%		93.33%	100.00%		90.00%		100.00%		96.67%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Hillsdale Blvd. 18B 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	2	2	2	1	2	2	2	1	1	2	2	2	2	2	2
	Number of "D"s:	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
2	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			50.00%	100.00%		100.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Howe Ave. Suite #115 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	1	4	4	3	0	1	3	4	4	4	4	4
	Number of "D"s:	0	0	0	3	0	0	1	0	0	1	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	25.00%	100.00%	100.00%	75.00%	N/A	100.00%	75.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			25.00%	100.00%		75.00%	100.00%		87.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Howe Ave. Suite #630 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	14	14	14	12	14	14	13	0	1	4	14	14	14	14	14
	Number of "D"s:	0	0	0	2	0	0	1	0	0	10	0	0	0	0	0
14	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	14	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	85.71%	100.00%	100.00%	92.86%	N/A	100.00%	28.57%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			85.71%	100.00%		92.86%	100.00%		64.29%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Howe Ave. Suite #655 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	14	14	14	13	14	14	8	2	4	8	14	14	14	14	14
	Number of "D"s:	0	0	0	1	0	0	6	0	0	6	0	0	0	0	0
14	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	10	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.86%	100.00%	100.00%	57.14%	100.00%	100.00%	57.14%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			92.86%	100.00%		57.14%	100.00%		78.57%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

Hurley Way (Previously Hurley) 3/21/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	22	20	22	16	22	22	17	3	8	18	21	21	22	22	21
	Number of "D"s:	0	2	0	6	0	0	5	1	1	4	1	1	0	0	1
22	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	18	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	90.91%	100.00%	72.73%	100.00%	100.00%	77.27%	75.00%	88.89%	81.82%	95.45%	95.45%	100.00%	100.00%	95.45%
Total Percent per Category (average of above)*		96.97%			72.73%	100.00%		77.27%	81.95%		88.64%		97.73%		97.73%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		FAIR	FAIR		FAIR		GOOD		GOOD	

Industrial Pkwy. (Previously Industrial) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	18	18	18	15	18	18	16	3	4	14	18	18	18	18	17
	Number of "D"s:	0	0	0	3	0	0	2	0	1	4	0	0	0	0	1
18	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	15	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	83.33%	100.00%	100.00%	88.89%	100.00%	80.00%	77.78%	100.00%	100.00%	100.00%	100.00%	94.44%
Total Percent per Category (average of above)*		100.00%			83.33%	100.00%		88.89%	90.00%		88.89%		100.00%		97.22%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Larkspur Ln. (Previously Larkspur 1 (Bach Viet Larkspur)) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	2	4	4	1	1	2	4	4	4	4	4	4
	Number of "D"s:	0	0	0	2	0	0	3	0	0	0	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	25.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			50.00%	100.00%		25.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Las Palmas Ave. (Previously Del Paso (Calvary Christian)) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	10	10	10	9	10	10	6	2	4	9	10	10	10	10	9
	Number of "D"s:	0	0	0	1	0	0	4	0	0	1	0	0	0	0	1
10	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	8	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	90.00%	100.00%	100.00%	60.00%	100.00%	100.00%	90.00%	100.00%	100.00%	100.00%	100.00%	90.00%
Total Percent per Category (average of above)*		100.00%			90.00%	100.00%		60.00%	100.00%		95.00%		100.00%		95.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Luce Ave. (Previously McClellan 2) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	5	5	5	4	5	5	5	0	0	2	5	5	5	5	5
	Number of "D"s:	0	0	0	1	0	0	0	0	0	3	0	0	0	0	0
5	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	5	5	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	N/A	N/A	40.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			80.00%	100.00%		100.00%	N/A		70.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Marconi Ave. (Previously Marconi 2) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	24	24	24	13	24	24	23	2	4	20	24	24	24	24	24
	Number of "D"s:	0	0	0	11	0	0	1	0	0	4	0	0	0	0	0
24	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	22	20	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	54.17%	100.00%	100.00%	95.83%	100.00%	100.00%	83.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			54.17%	100.00%		95.83%	100.00%		91.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Old Auburn Rd. (Previously Auburn 2)
Old Auburn Rd. does not yet have a FIT report for the 2023–24 school year because the site was furnished in mid-April, with classes commencing on April 22, 2024. Since all other FIT inspections were completed in March, this site was not included in the scheduled evaluations for the year.

Palm St. (Previously McClellan) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
9	Number of "OK"s:	9	9	9	9	9	9	8	2	1	8	9	8	9	9	9
	Number of "D"s:	0	0	0	0	0	0	1	0	2	1	0	1	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	7	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	88.89%	100.00%	33.33%	88.89%	100.00%	88.89%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		88.89%	66.67%		94.45%		94.45%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	POOR		GOOD		GOOD		GOOD	

Rumrill Blvd. (Previously San Pablo) 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
10	Number of "OK"s:	3	3	3	3	3	3	2	0	1	3	3	3	3	3	3
	Number of "D"s:	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	66.67%	N/A	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		66.67%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

S St. (Previously South Side Park (OLOG)) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	9	9	9	7	9	9	8	2	3	7	9	7	9	9	9
	Number of "D"s:	0	0	0	2	0	0	1	0	1	2	0	2	0	0	0
9	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	7	5	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	77.78%	100.00%	100.00%	88.89%	100.00%	75.00%	77.78%	100.00%	77.78%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			77.78%	100.00%		88.89%	87.50%		88.89%		88.89%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	FAIR		FAIR		FAIR		GOOD	

South A St. (Previously Oxnard 2) 3/15/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	4	4	4	2	2	2	3	4	4	4	4	4
	Number of "D"s:	0	0	0	0	0	0	2	0	0	1	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	75.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		50.00%	100.00%		87.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

Todhunter Ave. (Previously West Sac (Holy Cross)) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	22	20	22	14	22	22	15	5	7	14	17	20	20	21	22
	Number of "D"s:	0	0	0	6	0	0	5	2	2	6	5	0	0	1	0
22	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	2	0	2	0	0	2	15	13	2	0	2	2	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	70.00%	100.00%	100.00%	75.00%	71.43%	77.78%	70.00%	77.27%	100.00%	100.00%	95.45%	100.00%
Total Percent per Category (average of above)*		100.00%			70.00%	100.00%		75.00%	74.61%		73.64%		100.00%		97.73%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		FAIR	POOR		POOR		GOOD		GOOD	

Westminster Ave. (Previously Garden Grove) 3/15/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	2	2	2	1	2	2	2	1	2	1	2	2	2	2	2
	Number of "D"s:	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
2	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			50.00%	100.00%		100.00%	100.00%		75.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		GOOD	GOOD		FAIR		GOOD		GOOD	

CLOSED SITES 2024-25

Fair Oaks 2 3/21/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	11	11	11	10	11	11	11	2	2	5	11	11	11	11	11
	Number of "D"s:	0	0	0	1	0	0	0	0	0	6	0	0	0	0	0
11	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	9	9	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	90.91%	100.00%	100.00%	100.00%	100.00%	100.00%	45.45%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			90.91%	100.00%		100.00%	100.00%		72.73%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Folsom 2 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	15	14	15	13	15	15	14	3	2	9	15	15	15	15	15
	Number of "D"s:	0	1	0	2	0	0	1	0	1	6	0	0	0	0	0
15	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	12	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	93.33%	100.00%	86.67%	100.00%	100.00%	93.33%	100.00%	66.67%	60.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		97.78%			86.67%	100.00%		93.33%	83.34%		80.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	FAIR		FAIR		GOOD		GOOD	

S. Lake Tahoe 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	1	1	1	1	1	1	0	0	0	0	1	1	1	1	1
	Number of "D"s:	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0
1	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	N/A	N/A	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		0.00%	N/A		50.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		POOR		GOOD		GOOD	

CLOSED SITES 2023-24

12th St. 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	1	2	3	3	2	0	1	3	3	3	3	3
	Number of "D"s:	0	0	0	2	1	0	0	0	2	2	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	33.33%	66.67%	100.00%	100.00%	100.00%	0.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			33.33%	83.34%		100.00%	50.00%		66.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	FAIR		GOOD	POOR		POOR		GOOD		GOOD	

ARI Elder Creek (ARI South) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	3	4	4	4	4	1	1	2	1	4	4	4	4	4
	Number of "D"s:	0	1	0	0	0	0	3	1	0	3	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	75.00%	100.00%	100.00%	100.00%	100.00%	25.00%	50.00%	100.00%	25.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		91.67%			100.00%	100.00%		25.00%	75.00%		62.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	FAIR		POOR		GOOD		GOOD	

ARI Sunrise (ARI North) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	3	4	4	2	0	1	2	4	4	4	4	4
	Number of "D"s:	0	0	0	1	0	0	2	0	0	2	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	75.00%	100.00%	100.00%	50.00%	N/A	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			75.00%	100.00%		50.00%	100.00%		75.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

Lao Family - Oakland 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	7	7	7	7	7	7	7	3	5	6	7	7	7	7	7
	Number of "D"s:	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
7	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	85.71%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		100.00%	100.00%		92.86%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Lao Family - Oakland 2 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	2	2	2	2	2	2	2	0	1	0	2	2	2	2	2
	Number of "D"s:	0	0	0	0	0	0	0	1	0	2	0	0	0	0	0
2	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		100.00%	50.00%		50.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	POOR		POOR		GOOD		GOOD	

Table 15: Overall Rating

Entire table – data provided by the LEA ***(DPL)***

Site	2024 Score	2024 Overall Rating
24th St.	77.09%	FAIR
65th St.	78.47%	FAIR
ARIElderCr	81.77%	FAIR
ARISunrise	87.50%	FAIR
Auburn Blvd.	96.71%	GOOD
C St.	86.81%	FAIR
Capitol Mall	90.00%	GOOD
Center Pkwy.	89.84%	FAIR
College Oak Dr.	86.93%	FAIR
Las Palmas Ave.	92.50%	GOOD
Edison Ave.	84.12%	FAIR
Fair Oaks2	95.46%	GOOD
Folsom Blvd.	90.91%	GOOD
Folsom Blvd. 2	92.64%	GOOD
Euclid St.	89.06%	FAIR
Hemlock St.	95.83%	GOOD
Foothill Farms	89.58%	FAIR
Hillsdale Blvd.	89.76%	FAIR
Hillsdale 2	89.06%	FAIR
Hillsdale 18 (Suite 11)	94.17%	GOOD
Hillsdale 18B	93.75%	GOOD
Howe Ave. #115	85.94%	FAIR
Howe Ave. #630	92.86%	GOOD
Howe Ave. #655	91.07%	GOOD
Hurley Way	89.13%	FAIR
Industrial Pkwy.	93.54%	GOOD
Larkspur Ln.	84.38%	FAIR
Grand Ave.	86.99%	FAIR
37th Ave.	83.33%	FAIR
Franklin Blvd.	83.86%	FAIR
Marconi Ave.	92.71%	GOOD
Palm St.	93.06%	GOOD
Luce Ave.	92.86%	GOOD
Bruceville Rd.	89.24%	FAIR
North Laguna 2*	81.95%	FAIR

Hayes Ave.	93.75%	GOOD
33rd St.	90.63%	GOOD
West Third St.	93.75%	GOOD
S St.	91.49%	GOOD
Rumrill Rd.	90.10%	GOOD
Todhunter Ave.	86.37%	FAIR
Clark Ave.	95.83%	GOOD

**North Laguna 1 and 2 are now combined and reflected as Bruceville Rd. on the site list.*

Summary of Overall Ratings and Improvement Measures
Facility evaluations for the 2023–24 school year show:

- Approximately 50% of sites rated Good, reflecting safe and functional environments.
- Approximately 50% of sites rated Fair, indicating minor deficiencies that do not impact safety but require upgrades and repairs.

Addressing Challenges
HCCS operates facilities directly within local communities, prioritizing accessibility and equity. Some facilities reflect the economic challenges of the neighborhoods served, but HCCS has implemented:

- Maintenance plans to resolve minor deficiencies.
- Capital improvements to modernize facilities over time.

Site Selection for Evaluations
Only student-serving facilities were included in the evaluations, while administrative and operational sites were excluded in alignment with compliance standards.

Looking Ahead
HCCS remains committed to transparency, accountability, and continuous improvements to meet high standards for learning environments.

B. Pupil Outcomes

State Priority: Pupil Achievement (Priority 4)

Table 16: CAASPP Test Results in ELA and Mathematics for All Students taking and completing state-administered assessments

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2022–23	School 2023–24	TRUSD 2022–23	TRUSD 2023–24	State 2022–23	State 2023–24
English Language Arts/Literacy (grades 3-8 and 11)	n/a	n/a	31	33	46	47
Mathematics (grades 3-8 and 11)	n/a	n/a	22	23	34	35

Tables 16A: CASAS Test Results In Lieu Of CAASPP

Entire table – data provided by the LEA ***(DPL)***

HCCS (23-24)	Students Tested	Number of Tests	Average Gain*
Listening	9,669	22,585	5.9
Math	679	816	2.2
Reading	12,536	31,712	7.7

**Average Gain calculated by using the highest score within the 2023-24 school year and subtracting the first instance the student took the test, in accordance with CASAS documentation.*

Assessment Practices Aligned with HCCS' Mission and Model

HCCS is committed to providing meaningful assessments that accurately measure student progress and support college and career readiness. As a charter school serving students aged 22 and older, HCCS recognizes the importance of using assessments designed to reflect the academic and workforce preparation needs of its unique student population.

Meeting the Needs of Adult Learners

Traditional K–12 assessments, such as the California Assessment of Student Performance and Progress (CAASPP), were developed for younger student populations and are not aligned with the educational goals of HCCS students, many of whom are pursuing high school diplomas while balancing work and family responsibilities.

Under its Dashboard Alternative School Status (DASS) during the 2023-2024 academic year and in compliance with its WIOA partnership, HCCS administered the Comprehensive Adult Student Assessment System (CASAS). This assessment system is:

- State-approved and widely used by WIOA-aligned programs and adult-serving charter schools.
- Focused on literacy, mathematics, and career readiness, ensuring alignment with HCCS' mission to prepare students for employment and economic mobility.
- Designed to measure growth over time, providing actionable data that informs instructional support and program improvements.

Maintaining Accountability and Transparency

HCCS values accountability and transparency in its assessment practices. CASAS data is collected, reported, and used to:

- Track student progress and academic growth.
- Support workforce readiness and postsecondary transitions.
- Demonstrate compliance with state and federal reporting requirements.

Looking Ahead

HCCS remains committed to:

- Providing assessments that reflect the realities and needs of its student population.
- Meeting compliance standards of our WIOA partnerships.
- Using CASAS data to improve programs and outcomes for its students.

Table 17: CAASPP Test Results in ELA by Student Group for students taking and completing a state-administered assessment

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-
Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-
Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Table 18: CAASPP Test Results in Mathematics by Student Group for students taking and completing a state-administered assessment

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-
Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-
Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Table 19: CAASPP Test Results in Science for All Students

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Five, Eight, and High School
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2022–23	School 2023–24	TRUSD 2022–23	TRUSD 2023–24	State 2022–23	State 2023–24
Science (grades 5, 8 and high school)	-	-	14.86	14.63	30.29	30.73

Table 20: CAASPP Test Results in Science by Student Group

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Five, Eight, and High School (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-

Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-
Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Table 21: Career Technical Education (CTE) Programs

*Entire table provided by the LEA **(DPL)***

Program	Status	Provider	Job Outlook	License or Certification
Truck Driving	Active CTE Pathway	HCCTS	Livable Wage High Demand	Class A Driver's License
Early Childhood Education	Active CTE Pathway	HCCTS	High Demand	CDA Certification
Cosmetology	Active CTE Pathway	Federico/ MIXED Institute /Advance Beauty College	High Skill High Demand	Cosmetology License
Microsoft Office Certification	Active CTE Pathway	Asher College	Livable Wage High Skill High Demand	Microsoft Office Certifications
A+ PC Technician	Active CTE Program	Asher College	High Skill High Wage High Demand	A+ Certification
Medical Office Administration	Active CTE Program	Asher College	High Skill	Certificate
Office Administration	Active CTE Program	Asher College	High Demand	Certificate
Medical Assistant	Active CTE Sequence	Unitek	High Skill High Demand	CCMA Certification

Group Fitness	Active	HCCTS	High Skill High Demand	ASFA Group Fitness Certification ACE Personal Training Certification
Esthetics	Active CTE Sequence	Federico/ MIXED Institute/ Advance Beauty College	High Skill	Esthetics License
Construction	Active CTE Program	HCCTS	High Skill High Wage High Demand	MC3 Certification/ OSHA Certification
Barbering	Active CTE Pathway	Federico/ MIXED Institute/ Advance Beauty College	High Skill High Demand	Cosmetology License
Culinary	Active CTE Program	HCCTS	High Demand	Food Handler Management Certification
Sports Officiating	Active CTE Program	HCCTS	High Demand	Certificate
Digital Navigator	Active CTE Program	HCCTS	High Demand	Certificate
Certified Nurse Assistant	Active CTE Program	HCCTS	High Demand, High Skill	CNA License
Welding	Active CTE Pathway	HCCTS	High Skill High Demand High Wage	American Welding Society Certification

Strengthening Career Pathways for Workforce Readiness
HCCS is committed to preparing students for career success through Career Technical Education (CTE) programs that align with industry standards and address regional workforce needs.

Commitment to Program Quality
While HCCS recognizes the value of expanding career opportunities, its current priority is to strengthen the quality and structure of existing programs. Moving forward, HCCS is focused on:

- Developing internships, capstone courses, and certification options in every pathway.
- Ensuring all programs meet the expectations for high-quality CTE pathways that lead to sustainable employment.
- Improving program design, student engagement, and completion rates through data-driven decisions and industry partnerships.

Looking Ahead
HCCS is committed to:

- Enhancing program quality before pursuing future expansion.
- Creating accountability systems to monitor program effectiveness and student success.
- Aligning programs with workforce needs and certification standards to build clear pathways to employment and career growth.

Table 22: Career Technical Education (CTE) Participation (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Measure	CTE Program Participation
Number of Pupils Participating in CTE	4,949
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	48.40%
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	–

Clarifying CTE Participation Data

HCCS is committed to providing career-focused pathways that prepare students for employment, certifications, and postsecondary opportunities. However, HCCS recognizes the limitations in its current CTE reporting processes, which impact the accuracy of participation data.

Historical Coding Practices

HCCS previously classified all elective courses as CTE electives in CALPADS after shifting its elective offerings to focus exclusively on workforce development. While this approach aligned with the school's mission to promote career readiness, it also resulted in inflated participation numbers that do not accurately reflect formal CTE pathway enrollment or certification completion rates.

Methodology

The data for Table 22 is provided by the California Department of Education (CDE) and reflects CTE participation as reported through CALPADS. These figures are calculated based on course codes associated with CTE programs and may include all courses classified as CTE, including elective classes.

The formula for calculating the percent of pupils that completed a CTE program and graduated is:

(The unduplicated count of pupils that completed one or more CTE programs and graduated)
÷
(The total number of pupils that are CTE participants that graduated)

This methodology provides a broad measure of CTE engagement but may not fully align with program-specific data due to classification and reporting practices.

Moving Forward with Accountability

HCCS is committed to improving data integrity and reporting accuracy by:

- Reviewing course coding practices to distinguish CTE electives from formal pathway participation.
- Strengthening internal data management systems to track program enrollment, progress, and outcomes more effectively.
- Collaborating with the data team and CTE leadership to ensure alignment between CALPADS coding and actual program participation.

Looking Ahead
HCCS acknowledges the need for greater transparency and accountability in its CTE reporting. The school is taking proactive steps to:

- Establish clearer metrics for measuring participation, completion rates, and certification outcomes.
- Ensure data accuracy through systematic tracking and validation processes.
- Maintain compliance with state reporting standards while reflecting the true scope and impact of its CTE programs.

Table 23: Course Enrollment/Completion of University of California (UC) and/or California State University (CSU) Admission Requirements

Entire table - data provided by the CDE ***(DPC)***

UC/CSU Course Measure	Percent
2023–24 Pupils Enrolled in Courses Required for UC/CSU Admission	0.0
2022–23 Graduates Who Completed All Courses Required for UC/CSU Admission	0.0

Providing Multiple Pathways to Postsecondary Success
HCCS is committed to offering diverse pathways to postsecondary success, including opportunities for career certification, college readiness, and workforce preparation.

Focus on Career and Workforce Development
HCCS primarily focuses on career and technical education programs that align with workforce demands, offering certifications and skill-based training that support immediate employment and economic mobility. While these pathways meet the needs of HCCS' adult learner population, they may not fully align with A–G coursework requirements established for UC/CSU admission.

Addressing Data Limitations and Program Design
HCCS recognizes that the state-reported data reflects low participation rates in UC/CSU-aligned coursework. Factors contributing to these numbers include:

- A historical emphasis on workforce preparation over traditional academic pathways.
- Course coding inconsistencies in CALPADS, which may exclude some eligible courses from state counts.
- The unique needs of HCCS' adult learners, who often pursue career certifications or technical programs rather than 4-year college pathways.

Commitment to Equity and Improvement
HCCS is committed to:

- Evaluating course offerings to identify opportunities for expanding A–G alignment where appropriate.
- Ensuring accurate data reporting through improved CALPADS coding practices.
- Providing guidance and counseling to support students in exploring college pathways while maintaining strong career-focused options.

Looking Ahead
HCCS will continue to prioritize access and equity, ensuring all students—whether

pursuing college or career pathways—have access to high-quality programs that support long-term success.

State Priority: Other Pupil Outcomes (Priority 8)

Table 24: California Physical Fitness Test Results (School Year 2023–24)

Entire table - data provided by the LEA ***(DPL) – No students from HCCS tested in 2023-24***

Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	-	-	-	-	-
7	-	-	-	-	-
9	-	-	-	-	-

Program Relevance and Alignment

HCCS offers a flexible, career-focused curriculum tailored to meet the unique needs of its adult learner population. While physical education is an integral part of traditional K–12 programs, it is not included as a graduation requirement at HCCS due to the school's focus on workforce development, academic completion, and career technical education pathways.

As such, HCCS does not administer the California Physical Fitness Test and has excluded Table 24 from this report to maintain alignment with its program structure and educational priorities.

C. Engagement

State Priority: Parental Involvement (Priority 3)

Table 25: Opportunities for Student Involvement (School Year 2024–25)

Narrative provided by the LEA ***(DPL)***

HCCS recognizes the importance of building strong connections with students and the broader community to create sustainable pathways to education, employment, and personal growth. As an adult-serving school focused on equity and inclusion, we extend opportunities for involvement beyond traditional models of parental engagement.

Through our Equity Initiatives, we intentionally address systemic inequities impacting African American and LatinX students, who face disproportionate barriers in education, employment, and incarceration. Our triad model—a teacher, counselor, and mentor—ensures students receive comprehensive support to overcome challenges and achieve success.

With over 70% of our students actively parenting or expecting, HCCS prioritizes generational change by breaking cycles of poverty and incarceration. We focus on providing access to education, workforce development, and social-emotional resources that empower students to create brighter futures for themselves, their families, and their communities.

HCCS actively partners with WIOA, local employers, and community organizations to expand career pathways and support services. We welcome mentorship, advisory roles, and collaborative programs that help students meet their personal and professional goals.

Committed to transforming lives and strengthening communities, HCCS equips students with the tools to overcome barriers and build long-term success.

State Priority: Pupil Engagement (Priority 5)

Table 26: Graduation Rate and Dropout Rate (Four-Year Cohort Rates)

Entire table - data provided by the CDE ***(DPC)***

Indicator	School 2021–22	School 2022–23	School 2023–24	TRUSD 2021–22	TRUSD 2022–23	TRUSD 2023–24	State 2021–22	State 2022–23	State 2023–24
Graduation Rate	11.5	10.1	2.5	67.6	71.8	29.8	87	86.2	86.4
Dropout Rate	88.5	89.9	97.3	27.8	23.8	68.2	7.8	8.2	8.9

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Reflecting Progress and Commitment
At Highlands Community Charter School (HCCS), we recognize that the Four-Year Cohort Rate is an essential accountability measure required by the California Department of Education (CDE). This measure tracks the percentage of first-time grade 9 students who graduate with a regular high school diploma within four years, adjusted for transfers, emigration, and other factors.

While the Four-Year Cohort Rate provides valuable insights, it is important to note that this metric does not fully capture the complexity of our student population. Many HCCS students enter with significant credit deficiencies, interrupted educational histories, or life circumstances that extend the time needed to complete their education. Despite these challenges, HCCS remains dedicated to offering flexible pathways and robust support systems to help students achieve their academic goals.

Strategies for Improvement
To address the barriers reflected in the Four-Year Cohort Rate, HCCS is implementing the following strategies:

- **Expanding Academic Support**: Offering targeted interventions such as tutoring, credit recovery programs, and academic advising.
- **Strengthening Data Integrity**: Collaborating with CDE to ensure accurate cohort tracking and reporting.
- **Enhancing Accessibility**: Providing flexible schedules, online learning options, and resources tailored to adult learners.

HCCS is committed to continuous improvement and transparency, leveraging these insights to refine programs and better serve our students.

Table 27: Graduation Rate by Student Group (Four-Year Cohort Rate) (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	3,631	90	2.5
Female	2,383	60	2.5
Male	1,247	30	2.4
Non-Binary	–	–	–
American Indian or Alaska Native	20	0	0
Asian	1,009	14	1.4
Black or African American	52	5	9.6
Filipino	-	-	-
Hispanic or Latino	843	15	1.8
Native Hawaiian or Pacific Islander	17	1	5.9
Two or More Races	157	5	3.2
White	1,462	49	3.4
English Learners	-	-	-
Foster Youth	-	-	-
Homeless	241	12	5.0
Socioeconomically Disadvantaged	3,435	86	2.5
Students Receiving Migrant Education Services	-	-	-

Students with Disabilities	-	-	-

For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at https://www.cde.ca.gov/ds/ad/acgrinfo.asp.

Table 27A: One-Year Long-Term Graduation Rates (School Year 2023–24)

Entire table - data provided by the LEA ***(DPL)***

Group	Graduating Class of 2023-24
	HCCTS
All Students	68.20%
Black or African American	53.10%
American Indian or Alaska Native	--
Asian	81.60%
Filipino	--
Hispanic or Latino	59.80%
Native Hawaiian/Pacific Islander	71.40%
White	79.50%
Two or More Races	75.00%
Socioeconomically Disadvantaged	67.50%
English Learners	79.50%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Equity in Outcomes

HCCS is proud to serve a diverse population, including students from historically underserved communities. The Graduation Rate by Student Group highlights both the achievements and challenges faced by different demographic groups within the Class of 2023–24.

This data reflects the complexities of providing equitable access to education for all learners. Students in certain demographic groups often face additional barriers, such as language acquisition challenges, socioeconomic disadvantages, and limited prior access to quality education. These factors can significantly impact graduation rates.

A Commitment to Equity

To address disparities and foster equity, HCCS is focused on:

- **Culturally Responsive Support Services**: Expanding access to bilingual counselors, ELD Navigators, and other resources tailored to specific student needs.
- **Targeted Outreach**: Engaging communities and families to increase awareness of available programs and support systems.
- **Ongoing Professional Development**: Equipping educators with tools and training to better address the unique challenges faced by our diverse student body.

HCCS remains committed to bridging gaps in achievement and providing every student with the opportunity to succeed, regardless of their background or circumstances.

Table 28: Chronic Absenteeism by Student Group (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment[1]	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	21,007	16,398	15,215	92.8
Female	11,738	9,348	8,679	92.8
Male	9,256	7,040	6,528	92.7
Non-Binary	--	--	--	--
American Indian or Alaska Native	29	23	21	91.3
Asian	4,548	3,671	3,315	90.3
Black or African American	326	214	204	95.3
Filipino	--	--	--	--
Hispanic or Latino	4,353	2,961	2,866	96.8
Native Hawaiian or Pacific Islander	93	80	74	92.5
Two or More Races	1,139	934	877	93.9
White	10,434	8,450	7,797	92.3
English Learners*	225	144	140	97.2
Foster Youth	-	-	-	-
Homeless	1,585	1,433	1,297	90.5
Socioeconomically Disadvantaged	19,952	16,029	14,865	92.7
Students Receiving Migrant Education Services	--	--	--	--
Students with Disabilities	--	--	--	--

**English Learner data is inclusive only of students with an EL status prior to their time with HCCTS and does not represent HCCTS EL status.*

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: This count is based on the Cumulative Enrollment, excluding students expected to attend fewer than 31 instructional days or those enrolled but never attended. Only students meeting these criteria are considered eligible for chronic absenteeism calculations.

Understanding Chronic Absenteeism Data

Chronic absenteeism is a critical measure of student engagement and attendance patterns. HCCS is committed to monitoring attendance trends and implementing support strategies to address barriers that impact consistent participation.

Clarifying English Learner (EL) Data
While the CDE-reported data provides a general overview, the English Learner (EL) percentages are underreported due to CALPADS classification rules, which exclude Adult English Learners (ADEL) from state-reported counts. English Learner data is inclusive only of students with an EL status prior to their time with HCCS and does not represent HCCS EL status.

Next Steps
HCCS is actively working to provide updated internal EL data (98.4% of all students) to present a more accurate picture of absenteeism among multilingual learners and guide targeted interventions to support attendance. The EL data above is inclusive of students with EL status prior to HCCS.

State Priority: School Climate (Priority 6)

Table 29: Suspensions and Expulsions

Entire table - data provided by the CDE ***(DPC)***

Rate	School 2021–22	School 2022–23	School 2023–24	TRUSD 2021–22	TRUSD 2022–23	TRUSD 2023–24	State 2021–22	State 2022–23	State 2023–24
Suspensions	--	--	--	5.3	5.32	3.87	3.17	3.6	3.28
Expulsions	--	--	--	0.01	0.18	0.12	0.07	0.08	0.07

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

HCCS is committed to removing barriers to education and creating an inclusive, supportive environment where students can thrive. Rather than relying on suspensions or expulsions, HCCS prioritizes intervention strategies, counseling services, and personalized support plans to address challenges and promote positive behavior. This approach reflects HCCS' dedication to equity, second chances, and empowering students to achieve their academic and personal goals without fear of exclusion.

Table 30: Suspensions and Expulsions by Student Group (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Suspensions Rate	Expulsions Rate
All Students	--	--
Female	--	--
Male	--	--
Non-Binary	--	--
American Indian or Alaska Native	--	--
Asian	--	--
Black or African American	--	--
Filipino	--	--
Hispanic or Latino	--	--
Native Hawaiian or Pacific Islander	--	--
Two or More Races	--	--
White	--	--

English Learners	--	--
Foster Youth	--	--
Homeless	--	--
Socioeconomically Disadvantaged	--	--
Students Receiving Migrant Education Services	--	--
Students with Disabilities	--	--

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Table 31: School Safety Plan (School Year 2024–25)

Narrative provided by the LEA ***(DPL)***

In response to a California Department of Education (CDE) review, HCCS received a finding suggesting the need for a separate Comprehensive School Safety Plan (CSSP) for each individual site. After consulting with legal counsel, HCCS has confirmed that state requirements mandate a single CSSP per school, encompassing all associated resource centers. The HCCS CSSP has been carefully designed to address safety, security, and emergency preparedness across all student-serving locations, ensuring compliance and alignment with the unique needs of our school's multi-site structure.

Highlands Community Charter School (HCCS) maintains a Comprehensive School Safety Plan (CSSP) designed to prevent, prepare for, and respond to emergencies, including bomb threats, evacuation drills, and campus lockdowns.

HCCS is committed to providing a safe and secure learning environment through proactive planning and annual staff training. All staff members participate in mandatory safety training, including Active Shooter Response, Workplace Violence Prevention, Sexual Harassment Awareness, and Fire Drills to ensure preparedness.

In the 2023–24 school year, HCCS implemented the Brain App emergency management application, enabling real-time alerts via phone, text, and email. Staff members were trained in the system's use and provided a quick-reference guide for emergencies.

HCCS remains focused on enhancing campus safety protocols and regularly updating procedures to meet evolving needs and best practices for school safety.

D. Other SARC Information

Table 32: Average Class Size and Class Size Distribution (Elementary) (School Year 2021–22)

Entire table - data provided by the CDE ***(DPC) – No students from HCCS are elementary students***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

Table 33: Average Class Size and Class Size Distribution (Elementary) (School Year 2022–23)

Entire table - data provided by the CDE ***(DPC) – No students from HCCS are elementary students***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

34: Average Class Size and Class Size Distribution (Elementary) (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC) – No students from HCCS are elementary students***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

Tables 32–34: Average Class Size and Class Size Distribution (Elementary)
HCCS serves adult learners in grades 9–12 and does not enroll elementary-level students. As such, data for Tables 32–34 has been excluded to reflect HCCS' program structure and educational focus.

HCCS remains committed to transparency and accountability in reporting data that accurately represents its student population and educational model.

Table 35: Average Class Size and Class Size Distribution (Secondary) (School Year 2021–22)

Entire table - data provided by the CDE ***(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	8	35	0	2
Mathematics	7	21	1	0
Science	4	22	0	0
Social Science	6	51	0	0

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 35A: Average Class Size and Class Size Distribution by Location (School Year 2021–22)

Entire table - data provided by the LEA ***(DPL)***

Some of the data presented in Tables 35A, 36A, and 37A reflects corrections to errors identified in CALPADS reporting. While the data in Tables 35, 36, and 37 from the California Department of Education (CDE) may not fully align, year-over-year improvements demonstrate significant progress in our reporting processes. These refinements highlight HCCTS' commitment to accuracy and transparency as we continue to enhance our data systems.

Subject Site	1 to 22	23 to 32	33 to 59	60 to 99	100 plus	Average
HS English	**40**	**1**	**1**	-	-	**6.7**
Alhambra*	21	-	-	-	-	6.2
Las Palmas Ave.	3	-	-	-	-	4.3
Howe Ave.	1	-	-	-	-	1.0
Hurley Way	1	-	-	-	-	1.0
Grand Ave.	5	1	1	-	-	13.6
College Oak Dr.	3	-	-	-	-	1.0
Franklin Blvd.	6	-	-	-	-	6.5
IHS English	**74**	**11**	**18**	**11**	**4**	**25.3**
41st St.*	1	1	-	-	-	16.5
ARIElderCr*	1	-	1	-	-	27.5
ARISunrise*	3	-	-	-	-	6.3
Jackson Rd.	2	-	-	-	-	1.5
Bowling*	1	-	-	-	-	1.0
65th St.	1	-	1	-	-	25.5
Larkspur Ln.	1	-	1	-	-	22.5
C St.	6	-	-	-	-	9.8
Las Palmas Ave.	2	-	-	-	-	5.0
Camarillo*	1	-	-	1	-	43.0
Faith Legacy*	6	-	-	1	1	30.8
Folsom Blvd.	4	1	1	1	-	27.3
S St.	3	-	-	-	-	17.3
Todhunter Ave.	2	3	1	-	-	23.2
Howe Ave.	5	-	1	-	-	15.3
Hurley Way	3	-	-	-	-	6.3
Grand Ave.	3	3	6	1	1	37.8
37th Ave.	5	1	2	1	-	21.7
Marconi*	2	-	-	-	-	9.0
Palm St.	2	-	1	1	-	30.0
College Oak Dr.	6	-	1	3	-	33.9
24th St.	4	-	-	-	-	9.8
Franklin Blvd.	4	1	1	1	-	26.0
Edison Ave.	5	1	1	1	2	45.9
Clark Ave.	1	-	-	-	-	2.0
Math	**22**	-	-	-	-	**6.6**
Alhambra*	12	-	-	-	-	4.2
Las Palmas Ave.	2	-	-	-	-	2.0
Grand Ave.	4	-	-	-	-	16.8
Franklin Blvd.	4	-	-	-	-	6.3
Science	**22**	-	-	-	-	**3.5**
Alhambra*	13	-	-	-	-	2.5
Las Palmas Ave.	1	-	-	-	-	4.0
Grand Ave.	4	-	-	-	-	6.8
Franklin Blvd.	4	-	-	-	-	3.5

Social Science	**53**	**-**	**-**	**-**	**-**	**5.5**
Alhambra*	26	-	-	-	-	4.6
Las Palmas Ave.	4	-	-	-	-	2.8
Howe Ave.	1	-	-	-	-	1.0
Hurley Way	1	-	-	-	-	1.0
Grand Ave.	9	-	-	-	-	12.8
College Oak Dr.	4	-	-	-	-	1.0
Franklin Blvd.	8	-	-	-	-	5.3

**Site now closed. Not represented on the current site list.*

Table 36: Average Class Size and Class Size Distribution (Secondary) (School Year 2022–23)

Entire table - data provided by the CDE ***(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	43	41	4	38
Mathematics	9	17	0	0
Science	7	12	0	0
Social Science	48	42	11	56

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 36A: Average Class Size and Class Size Distribution by Location (School Year 2022–23)

Entire table - data provided by the LEA ***(DPL)***

Subject Site	1 to 22	23 to 32	33 to 59	60 to 99	100 plus	Average
HS English	**56**	**5**	**15**	**13**	**3**	28.7
24th St.	1	-	-	-	-	12.0
65th St.	-	-	1	-	-	50.0
Alhambra**	9	-	-	-	-	3.9
ARIElderCr*	1	-	-	-	-	1.0
C St.	1	1	-	-	-	16.0
College Oak Dr.	2	-	1	1	1	64.8
Las Palmas Ave.	4	-	-	-	-	5.3
Edison Ave.	-	-	1	3	1	81.6
Folsom Blvd.[1]	-	-	-	1	-	76.0
Folsom 2[1]	-	-	1	1	-	57.0
Westminster Ave.	1	-	-	-	-	1.0
Hemlock St.	1	-	-	-	-	17.0
Hillsdale Blvd.	-	1	-	-	-	29.0
Howe Ave.	3	-	1	-	-	21.0
Hurley Way	-	-	1	-	-	46.0
Larkspur Ln.	1	-	-	-	-	20.0
Grand Ave.	8	-	1	4	-	34.4

37th Ave.	-	-	2	1	-	57.3
Franklin Blvd.	7	1	1	-	-	13.6
Palm St.	-	-	-	1	-	88.0
Luce Ave.	-	-	1	-	-	48.0
Bruceville Rd.	1	-	-	-	-	20.0
33rd St.	9	-	1	-	-	5.7
West Third St.	4	-	-	-	-	2.5
S St.	-	1	-	-	-	29.0
Todhunter Ave.	2	1	2	-	-	21.2
Whitney**	-	-	1	1	1	85.3
Clark Ave.	1	-	-	-	-	11.0
IHS English	**13**	**5**	**9**	**14**	**11**	66.2
65th St	-	-	-	1	-	71.0
ARIElderCr*	1	-	1	-	-	27.0
ARISunrise*	1	1	-	-	-	13.5
C St.	3	-	-	-	-	7.0
College Oak Dr.	-	-	-	1	2	193.7
Las Palmas Ave.	-	-	-	1	1	103.5
Edison Ave.	-	1	1	1	2	87.8
Folsom Blvd.	1	-	1	1	1	72.0
Westminster Ave.	1	-	-	-	-	1.0
Hemlock St.	-	1	-	-	-	27.0
Hillsdale Blvd.	-	-	1	-	-	35.0
Howe Ave.	-	-	1	1	-	57.0
Hurley Way	-	-	1	-	-	47.0
Larkspur Ln.	-	1	-	-	-	28.0
Grand Ave.	2	-	1	2	1	59.0
37th Ave.	-	-	-	-	1	138.0
Franklin Blvd.	-	-	-	1	1	92.0
Palm St.	-	-	-	2	-	82.0
Bruceville Rd.	-	-	-	1	-	73.0
West Third St.	3	1	-	-	-	10.5
S St.	1	-	-	-	-	15.0
Todhunter Ave.	-	-	1	1	-	62.5
Whitney**	-	-	-	1	2	125.3
Clark Ave.	-	-	1	-	-	33.0
Math	**20**	-	-	-	-	**6.3**
Alhambra*	6	-	-	-	-	4.0
Las Palmas Ave.	2	-	-	-	-	5.5
Grand Ave.	4	-	-	-	-	13.0
Franklin Blvd.	4	-	-	-	-	6.3
33rd St.	4	-	-	-	-	3.3
Science	**23**	-	-	-	-	3.7
Alhambra**	6	-	-	-	-	3.0
Las Palmas Ave.	2	-	-	-	-	1.5
Grand Ave.	4	-	-	-	-	6.0

Franklin Blvd.	4	-	-	-	-	2.5
33rd St.	6	-	-	-	-	2.5
Clark Ave.	1	-	-	-	-	15.0
Social Science	**68**	**8**	**21**	**17**	**5**	**30.5**
24th St.	2	-	-	-	-	11.5
65th St.	-	-	2	-	-	50.0
Alhambra**	12	-	-	-	-	5.8
ARIElderCr*	2	-	-	-	-	1.0
C St.	4	-	-	-	-	11.8
College Oak Dr.	2	-	1	1	2	70.7
Las Palmas Ave.	6	-	-	-	-	6.2
Edison Ave.	-	-	1	3	1	81.6
Folsom Blvd.[1]	-	-	-	2	-	73.0
Folsom 2[1]	-	-	1	2	-	58.3
Westminster Ave.	1	-	-	-	-	1.0
Hemlock St.	2	-	-	-	-	16.5
Hillsdale Blvd.	-	1	-	-	-	29.0
Howe Ave.	2	-	2	-	-	37.5
Hurley Way	-	-	2	-	-	44.0
Larkspur Ln.	2	-	-	-	-	15.0
Grand Ave.	8	2	-	4	-	30.9
37th Ave.	-	1	4	1	-	46.8
Franklin Blvd.	9	-	1	-	-	12.1
Palm St.	-	-	-	2	-	89.0
Luce Ave.	-	-	1	-	-	48.0
Bruceville Rd.	1	-	-	-	-	20.0
33rd St.	10	-	2	-	-	8.9
West Third St.	2	-	-	-	-	1.0
S St.	-	2	-	-	-	26.5
Todhunter Ave.	2	2	2	-	-	24.2
Whitney**	-	-	2	2	2	78.8
Clark Ave.	1	-	-	-	-	12.0

** Site now closed. Not represented on the current site list.*
*** Site closed 2022-23. Not represented on the current site list.*
[1] Folsom 1 and Folsom 2 are now combined and reflected as Folsom Blvd. on the site list.

Table 37: Average Class Size and Class Size Distribution (Secondary) (School Year 2023–24)
Entire table - data provided by the CDE ***(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	14	80	10	13
Mathematics	3	27	0	0
Science	2	19	0	0
Social Science	10	81	7	6

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 37A: Average Class Size and Class Size Distribution by Location (School Year 2023–24)

Entire table - data provided by the LEA ***(DPL)***

Subject Site	1 to 22	23 to 32	33 to 59	60 to 99	100 plus	Average
HS English	**74**	**8**	**9**	**5**	-	**15.2**
Auburn Blvd.	3	-	2	1	-	30.7
C St.	3	-	-	-	-	8.0
Las Palmas Ave.	3	-	-	-	-	8.0
Edison Ave.	4	-	2	-	-	23.3
Folsom Blvd.[1]	2	1	-	-	-	14.7
Folsom Blvd. 2[1]	2	-	-	1	-	32.0
Euclid St.	4	-	-	-	-	6.0
Hemlock St.	1	-	-	-	-	12.0
Hillsdale Blvd.	2	-	-	1	-	29.7
Howe Ave.	2	1	1	-	-	21.5
Hurley Way	2	-	1	-	-	18.7
Larkspur Ln.	1	-	-	-	-	7.0
Grand Ave.	9	2	1	1	-	17.2
Franklin Blvd.	10	2	-	-	-	8.4
Marconi Ave.	2	1	-	1	-	30.5
Luce Ave.	2	-	1	-	-	17.0
Bruceville Rd.	2	1	-	-	-	9.7
Hayes Ave.	1	-	-	-	-	4.0
33rd St.	6	-	-	-	-	4.7
West Third St.	2	-	-	-	-	7.0
S St.	3	-	-	-	-	10.0
Rumrill Rd.	1	-	-	-	-	2.0
Todhunter Ave.	4	-	1	-	-	12.0
Clark Ave.	3	-	-	-	-	3.7
IHS English	**27**	**2**	**14**	**25**	**34**	**80.2**
24th St.	-	1	1	-	-	35.0
65th St.	-	-	-	2	-	69.5
ARIElderCr*	-	-	1	1	-	56.5
ARISunrise*	1	-	1	-	-	34.5
C St.	4	1	1	-	-	15.0

College Oak Dr.	-	-	-	-	7	200.0
Las Palmas Ave.	1	-	-	-	1	71.5
Edison Ave.	-	-	-	3	4	113.0
Folsom Blvd.[1]	1	-	-	2	2	82.2
Folsom 2[1]	-	-	-	-	2	157.5
Euclid St.	1	-	-	1	1	72.3
Hemlock St.	-	-	1	-	-	37.0
Foothill Farms	-	-	1	-	-	37.0
Hillsdale Blvd.	-	-	-	-	2	227.0
Howe Ave.	1	-	1	1	2	72.4
Hurley Way	1	-	-	1	-	57.5
Larkspur Ln.	1	-	-	1	-	46.5
Grand Ave.	-	-	2	5	2	78.1
37th Ave.	-	-	1	1	2	119.0
Franklin Blvd.	1	-	-	2	1	71.5
Marconi*	2	-	-	-	-	5.0
Marconi Ave.	1	-	-	1	4	135.3
Palm St.	-	-	-	1	1	101.0
Luce Ave.	1	-	-	1	-	41.5
Bruceville Rd.[2]	-	-	1	-	-	36.0
Bruceville Rd. 2[2]	-	-	-	-	1	119.0
33rd St.	3	-	-	-	-	13.3
West Third St.	3	-	1	1	-	25.2
S St.	2	-	-	-	-	17.5
Rumrill Rd.	1	-	1	-	-	21.0
Todhunter Ave.	-	-	1	1	2	84.0
Clark Ave.	2	-	-	-	-	7.0
Math	**27**	-	-	-	-	**3.2**
Auburn Blvd.	2	-	-	-	-	1.0
C St.	1	-	-	-	-	1.0
Las Palmas Ave.	2	-	-	-	-	2.5
Edison Ave.	2	-	-	-	-	1.0
Folsom 2[1]	2	-	-	-	-	1.5
Hillsdale Blvd.	2	-	-	-	-	1.5
Grand Ave.	4	-	-	-	-	10.0
Franklin Blvd.	4	-	-	-	-	2.8
Luce Ave.	1	-	-	-	-	1.0
Bruceville Rd.	2	-	-	-	-	1.0
Hayes Ave.	2	-	-	-	-	2.5
33rd St.	2	-	-	-	-	4.5
S St.	1	-	-	-	-	2.0
Science	**18**	-	-	-	-	**2.9**
Auburn Blvd.	1	-	-	-	-	1.0
Las Palmas Ave.	1	-	-	-	-	3.0
Edison Ave.	3	-	-	-	-	1.3
Folsom 2[1]	2	-	-	-	-	1.5

Grand Ave.	3	-	-	-	-	6.3
Franklin Blvd.	2	-	-	-	-	1.0
Hayes Ave.	3	-	-	-	-	1.7
33rd St.	2	-	-	-	-	4.5
Clark Ave.	1	-	-	-	-	6.0
Social Science	**80**	**7**	**6**	**1**	-	**10.6**
Auburn Blvd.	5	-	1	-	-	11.0
C St.	4	-	-	-	-	7.5
Las Palmas Ave.	4	-	-	-	-	4.0
Edison Ave.	6	-	2	-	-	12.6
Folsom Blvd.[1]	2	1	-	-	-	11.0
Folsom 2[1]	3	-	1	-	-	20.0
Euclid St.	2	-	-	-	-	2.0
Hillsdale Blvd.	3	1	-	-	-	13.3
Howe Ave.	4	1	-	-	-	11.8
Hurley Way	1	-	1	-	-	30.5
Larkspur Ln.	2	-	-	-	-	4.5
Grand Ave.	7	2	1	-	-	16.6
Franklin Blvd.	9	1	-	-	-	6.1
Marconi Ave.	1	1	-	1	-	33.0
Luce Ave.	4	-	-	-	-	6.8
Bruceville Rd.	2	-	-	-	-	7.5
Hayes Ave.	4	-	-	-	-	3.5
33rd St.	5	-	-	-	-	6.6
West Third St.	2	-	-	-	-	3.5
S St.	3	-	-	-	-	7.3
Rumrill Rd.	1	-	-	-	-	2.0
Todhunter Ave.	3	-	-	-	-	9.0
Clark Ave.	3	-	-	-	-	3.3

** Site now closed. Not represented on the current site list.*
[1] Folsom 1 and Folsom 2 are now combined and reflected as Folsom Blvd. on the site list.
[2] North Laguna 1 and 2 are now combined and reflected as Bruceville Rd. on the site list.

Tables 35–37: Providing Accurate Data on Class Sizes
HCCS serves a large and diverse student population across multiple sites, which adds complexity to class size reporting compared to traditional schools. While CDE-reported class size data provides a general overview, it does not fully capture the variability in site-specific data, attendance patterns, or multi-site operations.

To improve transparency and relevance, HCCS has:

- Added Tables 35A, 36A, & 37A in the main SARC report with year-over-year class size data that provides greater granularity and site-level insights.

Methodology for Class Size Data
Class sizes reported by HCCS were determined based on the number of students enrolled in classes categorized under relevant groupings on Census Day, with attendance recorded at least once within 30 calendar days of the Census Day for each respective reporting year. Additional groupings were included to ensure greater

accuracy and granularity in site-level reporting. Please refer to the following list for information on class groupings:

H.S. English
English – Level A, B, C

I.H.S. English
English for Work and Life - Levels 0/1, 2/3.
Advanced English for Work and Life.

Math
Algebra
Pre-Algebra

Science
Life Science
Physical Science
Earth Science

Social Science
Economics
U.S. Government and Civics
U.S. History and Geography
World History, Culture, and Geography

Addressing Class Size Challenges

HCCS recognizes that class sizes, particularly in high-demand areas, can be larger than ideal. Several factors contribute to this:

1. Attendance Patterns – Many HCCS students balance work, family, and life responsibilities, resulting in irregular attendance. Class size figures often reflect enrollment numbers rather than daily attendance, giving the impression of larger classes than those physically present.
2. High-Demand Sites – HCCS prioritizes equitable access to education by offering instruction close to students' communities. However, high enrollment demand in some locations has outpaced growth planning, leading to larger class sizes in select areas.
3. Growth and Planning Efforts – HCCS has taken proactive steps to address class size challenges, including:
    - Pausing enrollment in impacted areas.
    - Implementing new attendance and disenrollment policies to balance class sizes.
    - Developing an Attendance Standard Operating Procedure (SOP) to track engagement and distribute resources more effectively.
    - Utilizing the lottery procedure outlined in our charter.

Commitment to Improvement

HCCS remains committed to:

- Expanding capacity in high-demand areas through strategic planning.
- Improving attendance systems to track engagement and balance classroom resources.
- Reporting data transparently while focusing on quality improvement across sites.

Table 38: Ratio of Pupils to Academic Counselor (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Title	Ratio
Pupils to Academic Counselor*	18,138

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*

Table 38A: Ratio of Pupils to Academic Counselor (School Year 2023–24)

*Entire table - data provided by the LEA **(DPL)***

Title	Ratio
Pupils to Academic Counselor*	33

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*

Clarifying Counselor Assignments

While the California Department of Education's (CDE) data reflects the total number of students enrolled, HCCS assigns academic counselors exclusively to high school students, ensuring targeted support for their academic and career planning. International High School (IHS) students receive dedicated support from ELD Navigators, who provide guidance tailored to their unique needs. To present an accurate picture of counseling resources, HCCS has calculated its own ratios based on high school student assignments, specifically including only 10th and 12th-grade students, as all 9th graders are supported by navigators rather than counselors.

Table 39: Student Support Services Staff (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	0.5
Library Media Teacher (Librarian)	-
Library Media Services Staff (Paraprofessional)	-
Psychologist	-
Social Worker	-
Nurse	-
Speech/Language/Hearing Specialist	-
Resource Specialist (non-teaching)	-
Other**	-

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*
*** "Other" category is for all other student support services staff positions not listed.*

Table 39A: Student Support Services Staff (School Year 2023–24)

*Entire table – data provided by the LEA **(DPL)***

Due to an error in CALPADS reporting, the CDE-provided data for student support services staff does not accurately reflect the staffing levels at HCCS. To ensure transparency and accuracy, the following table presents corrected census day data for the 2023–24 school year. This updated information underscores HCCTS' commitment to improving data reporting processes and providing an accurate picture of the resources available to support our students.

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	11.36
Library Media Teacher (Librarian)	-
Library Media Services Staff (Paraprofessional)	118.94
Psychologist	-
Social Worker	-
Nurse	-
Speech/Language/Hearing Specialist	-
Resource Specialist (non-teaching)	-
Other**	71.14
ELD/IHS Navigator	9.00
Career and/or Social/Behavioral Counseling	-

*** "Other" category is for all other student support services staff positions not listed.*

Table 40: Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2022–23)

*Partial table - data provided by the CDE **(DPC)***

- *TRUSD Average Teacher Salary data,*
- *State Average Teacher Salary data, and*
- *State Expenditures Per Pupil (Unrestricted) data.*

*Partial table – data provided by the LEA **(DPL), as follows***

- *The remaining data is to be provided by the LEA.*

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site (HCCS)	14,946.83	795.53	14,151.30	75,467.87
TRUSD	N/A	N/A	15,340.26	90,713
Percent Difference – School Site and TRUSD	N/A	N/A	8%	18.00%
State	N/A	N/A	10,770.62	94,625
Percent Difference – School Site and State	N/A	N/A	27%	23.00%

Note: Cells with N/A values do not require data.

Table 41: Types of Services Funded (Fiscal Year 2023–24)

Narrative provided by the LEA ***(DPL)***

Innovative Support for Student Success
HCCTS is dedicated to creating a learning environment that meets the unique needs of its diverse student population. Recognizing that the majority of our students (71.2%) are actively parenting, HCCTS provides targeted resources and innovative solutions to support academic achievement alongside family responsibilities.

Technology for Accessibility and Advancement
Since August 2020, HCCTS has distributed over 14,286 smartphones to students, ensuring they have access to digital resources. In 2023, HCCTS adopted the Google Pixel Fold as a next-generation solution, combining the functionality of smartphones, Chromebooks, and hotspots into one advanced device. The Pixel Fold offers a large, pocket-sized folding screen, dual-screen translation capabilities, and reliable connectivity, empowering students to access remote learning, digital coursework, and communication tools seamlessly. Since December 2023, HCCTS has distributed over 6,231 Pixel Folds, representing a commitment to bridging the digital divide.

Holistic Student and Family Support
Beyond technology, HCCTS provides comprehensive services designed to remove barriers to education. These include free play care for students with young children, access to food pantries and clothing closets, homeless services, and Civics 101 classes. These programs demonstrate HCCTS' commitment to addressing both academic and personal needs, ensuring every student has the stability and support necessary to thrive.

Multilingual Support and Testing Access
As HCCTS' population of English Learners continues to grow, the school has expanded language services to ensure equitable access to testing and resources. Proctors fluent in top languages spoken by HCCTS students – including English, Spanish, Farsi, Urdu, Pashto, and Russian – facilitate accurate and inclusive assessments, allowing students to demonstrate their true capabilities in a supportive environment.

Data-Driven Adaptation and Sustainability
HCCTS regularly collects feedback from students and staff to refine and expand services, ensuring alignment with evolving community needs. The transition to the Pixel Fold also reflects HCCTS' commitment to sustainability, reducing waste and maximizing impact with fewer devices.

Fostering Collaboration Through Partnerships
HCCTS works closely with community partners to secure innovative resources and provide services tailored to its students' unique challenges. These partnerships amplify HCCTS' ability to address barriers and promote long-term success for students and their families.

Measuring Impact
Since implementing these initiatives, HCCTS has observed tangible benefits, including increased attendance and engagement rates. These outcomes demonstrate the effectiveness of HCCTS' holistic approach and its unwavering commitment to eradicating educational inequality.

Table 42: Teacher and Administrative Salaries (Fiscal Year 2022–23)

Entire table - data provided by the CDE ***(DPC)***

Category	TRUSD Amount	State Average For Districts In Same Category
Beginning Teacher Salary	59,128	56,572.74
Mid-Range Teacher Salary	83,628	87,185.69
Highest Teacher Salary	115,265	119,664.66
Average Principal Salary (Elementary)	136,222	148,486.09
Average Principal Salary (Middle)	143,552	154,835.19
Average Principal Salary (High)	151,948	170,007.96
Superintendent Salary	339,379	338,699.13
Percent of Budget for Teacher Salaries	23%	31.41%
Percent of Budget for Administrative Salaries	5%	4.86%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.

Table 42A: Teacher and Administrative Salaries (Fiscal Year 2022–23)

Entire table – data provided by the LEA ***(DPL)***

Category	HCCTS Amount
Beginning Teacher Salary	66,347
Mid-Range Teacher Salary	89,167
Highest Teacher Salary	103,221
Average Principal Salary (Elementary)	–
Average Principal Salary (Middle)	–
Average Principal Salary (High)	122,935
Superintendent Salary	250,212
Percent of Budget for Teacher Salaries	19.93%
Percent of Budget for Administrative Salaries	4.72%

Table 43: Advanced Placement (AP) Courses (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Percent of Students in AP Courses:

Subject	Number of AP Courses Offered*
Computer Science	-
English	-
Fine and Performing Arts	-
Foreign Language	-
Mathematics	-
Science	-
Social Science	-
Total AP Courses Offered*	-

**Where there are student course enrollments of at least one student.*

HCCS does not offer Advanced Placement (AP) courses due to its focus on serving adult learners who require flexible, career-focused, and skills-based pathways to high school completion and workforce readiness.

Instead, HCCS prioritizes Career Technical Education (CTE) programs and industry-recognized certifications that align with students' career goals and provide practical skills for employment and advancement.

This approach reflects HCCS' commitment to meeting the unique needs of its diverse student population through accessible, relevant, and outcomes-driven education.

Table 44: Professional Development

*Entire table – data provided by the LEA **(DPL)***

Measure	2022–23	2023–24	2024–25
Number of school days dedicated to Staff Development and Continuous Improvement	5	5	5

Recognizing the importance of staff development and teacher training, Highlands Community Charter School honors its staff by providing numerous professional growth/orientation opportunities throughout the year. We give our teachers weekly opportunities to use additional out-of-class time for lesson planning, grading, and preparation.

Additionally, we offer monthly workshops, trainings, and collaborative opportunities for each of our employees schoolwide within their departments. Some of these include the following:

- During five Teacher Work Days/Non-Student Days, Highlands provides a full day of school-wide staff professional development, offering sessions addressing such topics as identifying and metabolizing collective trauma, CPR training, sexual harassment training, Safeschools Trainings, K12 Swift Alert Solutions training, etc.
- Highlands offers monthly curriculum/instructional professional development sessions that are hosted by our instructional and curriculum teams, addressing such topics as curricular strategies, materials and assessments, application of technology in the classroom, social-emotional learning, etc.

- In addition, Highlands is committed to providing full-time certificated teachers with funding designated to support their participation in the pursuit of additional training, advanced degrees or designations, continuing coursework at the college or university level, or attendance at educational workshops and/or conferences, contingent upon annual budget allocations. Our teachers have attended California Association for Bilingual Education (CABE), California Teachers of English to Speakers of Other Languages (CATESOL), CASAS Institute, and Workforce Investment Opportunity Act (WIOA) conferences.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 28, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC/RFI - CTE Truck Driving Program
TRUSD Additional Requests for Information re HCCTS' 12/20/24 Response

Dear Ms. Carreon,

On February 3, 2025, HCCTS received a notice of concern/request for information from TRUSD regarding the CTE Truck Driving Program.

On December 16, 2024, the HCCTS HR Department, in collaboration with Pat Keller, a private investigator contracted by HCCTS, began investigating the HCCTS Truck Driving Program. As part of this investigation, Jasmine Gibbs, the Director of HR, together with Mr. Keller conducted interviews with HCCTS truck driving employees, former HCCTS students, employees from Local 185 Union, the Sacramento Police Department, and others.

On March 27, 2025, HCCTS completed the investigation and prepared the following letter in response.

If you would like to discuss the report in greater detail or have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

1. **CTE Truck Driving for Non-Students**

Work Calendars
Attached you will find Mr. Ivaniuk's employment contracts, which show time and days worked for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years.

Class Schedules
Attached you will find the HCCTS bell schedules for the 2018-2019, 2019-20, 2020-21, 2021-22, and 2022-23 school years. The bell schedules utilized in the 2014-17 school years were the same ones utilized for the following two years, 2017-18 and 2018-19.

Non-Student Schedules
During the first two meetings with Sergey Ivanyuk, Truck Driving Program Coordinator, he stated that the non-students would attend class on weekends and they would stop by during the week to take tests. After further investigation, it was discovered that non-students attended the truck driving classes any time during the day. In the interview with Sergeant Nicholas Fox of the Sacramento Police Department held on February 5, 2025, he stated that: "At some point, they were told they could only come in the mornings between 6:00 AM and 8:00 AM". Mr. Fox was unaware of any officers attending the HCCTS Truck Driving Program on the weekends. Due to the number of inconsistencies in interviews and documentation, we are unable to verify the schedules of non-students.

Sergey Ivanyuk is the person responsible for managing the program and creating and keeping all of the administrative records. During the investigation, he provided many documents that were inaccurate, including data discrepancies that cannot be verified.

In response to the following requests:

> A summary of the instances where non-students "stopped by throughout the week" for tests. As part of this summary, include information about whether non-students ever scheduled the visits in advance, how they knew when Mr. Ivaniuk would be available, whether HCCTS students were ever present during these visits, and whether the visits ever took place within Mr. Ivaniuk's HCCTS work hours. **HCCTS does not have this information.**
>
> *Outline the support Mr. Ivaniuk provided to non-students to assist them in*

acquiring their license (i.e., 15 hours of "behind-the-wheel" training, study materials for road and/or written tests, instruction to prepare for the road and written tests, etc). **HCCTS does not have this information.**

Outline the process Mr. Ivaniuk followed when administering tests and include the approximate duration for these assessments. This outline should include information about assessments for pre-trip, general knowledge, drive/road, brake, and skills tests as described in the comments section of the student lesson documents provided by HCCTS. **HCCTS does not have this information.**

2. Data Discrepancies Between Students and Non-Students

On January 14, 2025, HCCTS Leadership submitted a written directive to Sergey Ivanyuk, the Truck Driving Program Coordinator, to stop serving non-students in the Truck Driving Program. While HCCTS reported the discontinuation of serving non-students effective January 6, 2025, it wasn't until January 14, 2025, that HCCTS stopped the participation of all non-students in all its programs and is only serving enrolled HCCTS students, to the best of my knowledge.

3. Partnerships and Scholarships

HCCTS alumni enrolled in the truck driving program through the Doc Smith Legacy Foundation Scholarship Program (DSLF). To start the process, alumni would submit an application to the foundation, and it would be reviewed by Mike Reid (former HCCTS Chief Operations Officer), current President of the Doc Smith Legacy Foundation and HCCTS Board member, as well as Murdock Smith (former HCCTS Executive Director). If the scholarship application was approved by Mike Reid and Doc Smith, then the DSLF agreed to cover the tuition expenses for the student. Two HCCTS alumni students were granted scholarships to attend the Truck Driving program. According to a statement by Mike Reid via email on March 13, 2025, a transfer of $3800 was made from DSLF to HCCTS for these alumni students. During an interview with Lee Farrand, Director of CTE, she stated: "To my knowledge, no money has ever been exchanged for those students."

According to our financial records and Matthew Lemos, HCCTS Chief Business Official, one fiscal exchange occurred between the DSLF and HCCTS, and it was not related to scholarships.

Partnerships and Local Union 185

On February 25, 2025, in a phone interview with Doyle Radford Jr, the Business Manager at Local 185 Union, the following work was provided to

HCCTS by Local 185 in the 2019-2020 school year:

- Pre-apprentice work, including parking lot slurry and stripping
- The Northern California Construction Training (NCCT) provided demolition work
- Over the last few years, Local 185 purchased some delineators and about $800 in tools that they donated to the HCCTS Truck Driving Program

The union then stopped providing labor to HCCTS over liability concerns in the event someone may be injured.

Please note the distinction between Doyle Radford Senior and Doyle Radford Junior. Doyle Radford Sr was a former HCCTS board member from May 8, 2014 to July 13, 2023. Doyle Radford Jr is a business manager at Local 185 and Doyle Radford Senior's son.

Partnerships and Sacramento Police Department and Sacramento County Sheriff's Office

During the investigation process, Sergey Ivanuyk, the Truck Driving Program Coordinator, stated that no fiscal exchanges occurred between HCCTS and the Police Department or the Sacramento Sheriff's Office. On February 5, 2025, in the phone interview with Sergeant Nicholas Fox from the Sacramento Police Department (SPD), Mr. Fox confirmed that nobody from the SPD paid any money to HCCTS or any HCCTS employees for the driving instructions. The following Sacramento Police Officers attended the training:

- Nicholas Fox
- Andrew Ryan
- Brock O'Shaunessy
- Tyler Curtis
- Fredrick Osmond
- Steve Colombo (Discontinued on January 10, 2025)
- Amber Hickey
- Alexis Grove: He was attending the program when the directive to stop was given

Following the review of canceled DMV checks, the investigator was able to locate a $98.00 check that had been used by Amber Hickey, a Sacramento Police Department officer, in April 2024 for her Commercial Licence Permit. A review of the DOT medical payment records showed that in July 2022, HCCTS paid for a Sacramento Sheriff's deputy's DOT medical and urine test (in the amount of $167. Sergey Ivaniuk, Truck Driving Program Coordinator, admitted he would have been the one that issued the DMV check to her and then stated: " I don't know what happened, but we never covered them."

Ivanyuk continued to say he never gave checks to law enforcement and then said, “I don’t recall why I did it. But yes. That’s me. I did it.”

The investigation into the truck driving program will conclude with disciplinary action. HCCTS has had a new MOU to be provided to the sheriff’s office and police department as other government agencies to provide services in which liability and compensation issues are resolved.

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track A - Schedule A - EL Full Day	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule A - EL Full Day	PR3	255	12:45:00	17:00:00
2014.2015	Track A - Schedule B - EL Morning	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule C - EL Afternoon	PR3	255	12:45:00	17:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR3	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR4	120	15:00:00	17:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR3	120	13:00:00	15:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR5	240	17:00:00	21:00:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	08:10:00	10:10:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	13:00:00	15:00:00
2014.2015	Track D & E - Bilingual Secondary	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR1	125	08:10:00	10:15:00
2015.2016	Track A, B, C, D & E - Schedule A	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule B	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR4	125	15:05:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule C	PR1	260	08:10:00	12:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule C	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule D	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule D	PR3	250	13:00:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule E	PR1	260	08:10:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule E	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule F	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule F	PR3	100	13:00:00	14:40:00
2015.2016	Track A, B, C, D & E - Schedule F	PR4	180	15:00:00	18:00:00
2015.2016	Track A, B, C, D & E - Schedule G	PR1	220	08:10:00	11:50:00
2015.2016	Track A, B, C, D & E - Schedule G	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule H	PR1	245	08:25:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule H	PR3	130	13:00:00	15:10:00
2015.2016	Track A, B, C, D & E - Schedule I	PR1	240	08:00:00	12:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule I	PR3	140	12:15:00	14:35:00
2015.2016	Track E - Schedule J	PR1	245	08:25:00	12:30:00
2015.2016	Track E - Schedule K	PR3	245	13:00:00	17:05:00
2015.2016	Track E - Schedule L	PR5	225	17:15:00	21:00:00
2015.2016	Track E - Schedule M	PR1	240	08:00:00	12:00:00
2015.2016	Track E - Schedule N	PR5	225	17:00:00	20:45:00
2015.2016	Track E - Schedule O	PR3	225	16:00:00	19:45:00
2015.2016	Track E - Schedule P	PR1	235	08:20:00	12:15:00
2015.2016	Track E - Schedule Q	PR3	250	12:50:00	17:00:00
2015.2016	Track E - Schedule R	PR3	225	13:00:00	16:45:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR1	125	08:10:00	10:15:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR4	125	15:05:00	17:10:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule D - Track A, B, C, D, & E	PR1	260	08:10:00	12:30:00
2016.2017	Schedule D - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR1	210	08:30:00	12:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR3	165	12:45:00	15:30:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR1	180	09:00:00	12:00:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR3	195	12:30:00	15:45:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR3	150	12:30:00	15:00:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule J - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule J - Track A, B, C, D, & E	PR5	150	17:00:00	19:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR1	300	09:30:00	14:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR4	120	14:30:00	16:30:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR4	60	16:10:00	17:10:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR5	240	17:10:00	21:10:00
2016.2017	Schedule M - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule O - Track E	PR1	240	08:00:00	12:00:00
2016.2017	Schedule P - Track E	PR5	225	17:30:00	21:15:00
2016.2017	Schedule Q - Track E	PR1	225	08:15:00	12:00:00
2016.2017	Schedule R - Track E	PR5	225	16:00:00	19:45:00
2016.2017	Schedule S - Track E	PR5	225	17:00:00	20:45:00
2016.2017	Schedule T - Track E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule U - Track E	PR3	225	13:00:00	16:45:00
2016.2017	Schedule V - Track E	PR3	225	12:45:00	16:30:00
2016.2017	Schedule W - Track E	PR3	240	12:30:00	16:30:00
2016.2017	Schedule X - Track E	PR3	245	13:00:00	17:05:00
2016.2017	Schedule Y - Track E	PR1	225	07:45:00	11:30:00
2016.2017	Schedule Z - Track E	PR3	225	12:00:00	15:45:00
2016.2017	Schedule AA - Track E	PR1	240	09:00:00	13:00:00
2016.2017	Schedule AB - Track E	PR5	240	16:30:00	20:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule AC - Track E	PR1	225	07:30:00	11:15:00
2016.2017	Schedule AD - Track E	PR3	240	11:45:00	15:45:00
2016.2017	Schedule AE - Track E	PR5	225	17:15:00	21:00:00

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (PM):

Regular Day Schedule

Period 1	5:00 p.m. - 6:10 p.m.
Period 2	6:15 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 3	7:35 p.m. - 8:45 p.m.
Period 4	8:50 p.m. - 10:00 p.m.

Thursday Early Dismissal Schedule

Period 1	5:35 p.m. - 6:35 p.m.
Period 2	6:40 p.m. - 7:40 p.m.
Break	7:40 p.m. - 7:50 p.m.
Period 3	7:50 p.m. - 8:50 p.m.
Period 4	8:55 p.m. - 10:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-2021

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-21

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2021-22

AM Regular Day Schedule

Period 1	8:00 a.m. - 9:35 a.m.
Period 2	9:40 a.m. - 11:15 a.m.
Period 3	11:20 a.m. - 12:55 p.m.
Lunch	12:55 p.m. - 1:40 p.m.
Period 4	1:40 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.

PM Schedule

Period 1	4:30 p.m. - 6:15 p.m.
Period 2	6:15 p.m. - 8:00 p.m.
Break	8:00 p.m. - 8:10 p.m.
Period 3	8:10 p.m. - 10:05 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Alternate Schedules

Period 1	3:00 p.m. - 4:45 p.m.
Period 2	4:45 p.m. - 6:30 p.m.
Break	6:30 p.m. - 6:40 p.m.
Period 3	6:40 p.m. - 8:35 p.m.

Period 1	3:30 p.m. - 5:15 p.m.
Period 2	5:15 p.m. - 7:00 p.m.
Break	7:00 p.m. - 7:10 p.m.
Period 3	7:10 p.m. - 9:05 p.m.

Period 1	4:00 p.m. - 5:45 p.m.
Period 2	5:45 p.m. - 5:30 p.m.
Break	5:30 p.m. - 7:40 p.m.
Period 3	7:40 p.m. - 9:35 p.m.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Bell Schedule: 2022-23

AM Regular Day Schedule

Period 1	8:30 a.m. - 10:43 a.m.
Period 2	10:47 a.m. - 1:00 p.m.
Lunch	1:00 p.m. - 1:30 p.m.
Period 3	1:30 p.m. - 3:43 p.m.

Thursday AM Early Dismissal Schedule

Period 1	8:30 a.m. - 10:10 a.m.
Period 2	10:15 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:25 p.m.
Period 3	12:25 p.m. - 2:05 p.m.

AFT Regular Day Schedule

Period 3	12:00 p.m. - 2:13 p.m.
Period 4	2:17 p.m. - 4:30 p.m.
Lunch	4:30 p.m. - 5:00 p.m.
Period 5	5:00 p.m. - 7:13 p.m.

(**AFT Schedule Follows Either AM Early Dismissal or PM Schedule B on Thursdays)

HIGHLANDS COMMUNITY CHARTER SCHOOL

PM Schedule A

Period 5	3:00 p.m. - 5:25 p.m.
Break	5:25 p.m. - 5:35 p.m.
Period 6	5:35 p.m. - 8:00 p.m.

(**PM Schedule A Follows PM Schedule B on Thursdays)

PM Schedule B

Period 5	4:30 p.m. - 6:55 p.m.
Break	6:55 p.m. - 7:05 p.m.
Period 6	7:05 p.m. - 9:30 p.m.

PM Schedule C

Period 5	5:00 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 6	7:35 p.m. - 10:00 p.m.

Highlands Community Charter School

2018-2019 School Calendar

July 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
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October 2018						
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November 2018						
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December 2018						
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January 2019						
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February 2019						
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March 2019						
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April 2019						
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May 2019						
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June 2019						
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Color Code: **First/Last Day of School** **Teacher Work Day/Non Student Day** **Holidays/No School** **No School**

Important Dates and School Holidays

July 9th	First Day of School (Track A and D)	Dec 24th-Jan 4th	Winter Break
Aug 9th – 10th	Teacher Work Day/No School	Feb 15th & 19th	Teacher Days
Aug 13th	First Day of Track B	Feb 18th	President's Day
Sept 3rd	Labor Day	Apr 15th-19th	Spring Break
Sept 10th	First Day of Track C	May 6th – 8th	Teacher Work Days
Nov 12th	Veteran's Day	May 27th	Memorial Day
Nov19-23	Thanksgiving Break	June 28th	Last Day of School
Dec 14th	Teacher Work Day		

Grading Periods

July 9th – Sept 7th / Sept 10th – Nov 16th / Nov 26th – Feb 8th / Feb 11th – Apr 12th

Highlands Community Charter School

2019-2020 School Calendar

July 2019						
Su	M	Tu	W	Th	F	S
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August 2019						
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September 2019						
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October 2019						
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November 2019						
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December 2019						
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January 2020						
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February 2020						
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March 2020						
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April 2020						
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May 2020						
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June 2020						
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Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

July 8th	First Day of School/Track A	Dec 23rd - Jan 3rd	Winter Break
Aug 8th - 9th	Teacher Work Days	Jan 20th	MLK Day
Aug 12th	First Day of Track B	Feb 14th & 18th	Teacher Work Days
Sept 3rd	Labor Day	Feb 17th	President's Day
Sept 10th	First Day of Track C	Apr 6th - 10th	Spring Break
Nov 11th	Veterans Day	May 4th - 6th	Teacher Work Days
Nov 25th - 29th	Thanksgiving Break	May 25th	Memorial Day
Dec 13th	Teacher Work Day	June 30th	Last Day of School

Grading Periods

July 8th - Sept 7th / Sept 10th - Nov 15th / Nov 18th - Feb 7th / Feb 10th - Apr 17th / Apr 20th - June 30th

Revised 11-21-18

Highlands Community Charter School

2020-2021 Academic School Calendar

July 2020

Su	M	Tu	W	Th	F	S
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5	6	7	8	9	10	11
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26	27	28	29	30	31	

August 2020

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September 2020

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27	28	29	30			

October 2020

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November 2020

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December 2020

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27	28	29	30	31		

January 2021

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February 2021

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28						

March 2021

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28	29	30	31			

April 2021

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May 2021

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June 2021

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20	21	22	23	24	25	26
27	28	29	30			

Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School | End of Term

Important Dates and School Holidays

July 1st – July 3rd	Summer Break	Jan 18th	MLK Day
July 6th	First Day of School	Feb 15th	Presidents' Day
Aug 5th-7th	Staff Development Days	Feb 16th	Staff Development Day
Sept 7th	Labor Day	Mar 29th-Apr 2nd	Spring Break
Nov 11th	Veterans' Day	May 3rd-5th	Staff Development Days
Nov 23rd-27th	Thanksgiving Break	May 31st	Memorial Day
Dec 18th	Staff Development Day	June 25th	Last Day of School
Dec 21st - Jan 1st	Winter Break		

Grading Periods

July 6th – October 23rd / October 26th – February 26th / March 1st – June 18th

Revised 11-20-19

Highlands Community Charter & Technical Schools

2021-2022 Academic School Calendar

210 Work Calendar

July 2021

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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August 2021

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September 2021

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October 2021

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November 2021

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December 2021

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January 2022

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February 2022

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March 2022

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April 2022

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May 2022

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June 2022

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26	27	28	29	30		

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School** **End of Term**

Important Dates and School Holidays

July 1st – 9th	Summer Break	Dec 20th – Dec 31st	Winter Break
Aug 12th – 13th	Staff Development Days	Jan 17th	MLK Day
Sept 6th	Labor Day	Feb 21st	Presidents Day
Nov 11th	Veterans Day	Apr 11th – 15th	Spring Break
Nov 22nd – 26th	Thanksgiving Break	May 9th – 11th	Staff Development Days
Dec 17th	Staff Development Day	May 30th	Memorial Day

Grading Periods

July 12th – October 22nd / October 25th – February 25th / February 28th – June 17th

Highlands Community Charter & Technical Schools

2022-2023 Academic School Calendar

209 Work Calendar

July 2022						
Su	M	Tu	W	Th	F	S
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August 2022						
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September 2022						
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October 2022						
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November 2022						
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December 2022						
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January 2023						
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February 2023						
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March 2023						
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April 2023						
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May 2023						
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June 2023						
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Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School

Important Dates and School Holidays

July 4th - 8th	Summer Break
Aug 11th - 12th	Staff Development Days
Sept 5th	Labor Day
Nov 11th	Veterans Day
Nov 21st - 25th	Thanksgiving Break
Dec 26th - Jan 6th	Winter Break
Jan 16th	Martin Luther King Jr. Day
Feb 20th	Presidents Day
Apr 17th - 21st	Spring Break
May 8th - 10th	Staff Development Days
May 29th	Memorial Day
June 19th	Juneteenth

Certificated Paid 198 Work Days
Classified Paid 198 Work Days and 11 Holidays

Highland Community Charter School **Adopted:**

Job Description: CTE TEACHER - HEAVY-DUTY TRUCK, BUS, OSHA FORKLIFT

BASIC FUNCTION

Under direction of the Principal and Coordinator of Career and Technical Education, the Teacher will instruct and provide related services to adult students attending the HCCS Heavy-Duty Truck Driving, Bus and OSHA Forklift program.

MAJOR DUTIES AND RESPONSIBILITIES (may include, but not limited to the following)

- Provides learning experiences in the correct operation of heavy-duty trucks, buses, and forklifts utilizing the course of study adopted by the Board of Directors.
- In keeping with HCCS and State of California guidelines, conducts hands-on training with large and small groups and individual adult learners.
- Adapts training methods to the needs of adult learners with diverse cultural backgrounds and varying intellectual abilities and attitudes.
- Develops and uses a variety of instructional materials suitable for verbal, visual, and hands-on instruction of adult learners with a wide range of mental, physical, and emotional maturities.
- Establishes and maintains standards of student behavior needed to achieve effective participation in all activities.
- Evaluates achievement of students and keeps appropriate records.
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- Prepares materials for classroom use.
- May select and requisition books, instructional materials and supplies.
- Enters attendance in a timely manner and maintains other accounting records and business services as required.
- Attends staff meetings and participates in faculty committees as needed.
- Participates in curriculum and other development of CTE programs within the school and or outside sources.
- Performs other related duties as required.

QUALIFICATIONS

Ability to:

(Consideration will be given to reasonable accommodation for the following physical requirements):

- Sufficient vision to read printed materials.
- Sufficient hearing to conduct in person and telephone conversations.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and when addressing large and small groups.
- Skill in working with adult learners.
- Sufficient mobility to move about the school from one site to another.
- Ability to maintain open communication and encourage questions and problem solving.
- Ability to establish and maintain cooperative working relationships.

Highland Community Charter School

Adopted:

EXPERIENCE & EDUCATION

Current Class “A” and Class B driver’s license
Three years of driving experience as a Class “A” Driver

CREDENTIAL

Teachers must have an appropriate California teaching credential to teach primarily adults the designated trade, technical, or vocational subject assigned to them, which may include, but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential. Per California Education Code Section 47605(l), as a noncore, non-college preparatory instructor, flexibility may be given regarding credentialing.

WORKING CONDITIONS

Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This position will include office and school environments.

Physical Abilities:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to;

- Ability to perform the various physical tasks included in the instructional program;
- Hearing and vision, with correction, within normal range;
- Sufficient stamina to remain active and energetic throughout the training day;
- Ability to lift/carry/move equipment and furniture up to 50 lbs. in weight;
- Freedom from any disability that would limit or impair performance of the teaching duties and responsibilities required of this position.

Hazards:

None identified.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk** **Via: Mail, hand delivery**

CTE Teacher

FROM: **Murdock Smith**
Executive Director

DATE: **May 8, 2019**

SUBJECT: Notification of Reasonable Assurance – Certificated Employee

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year 2019-20 after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

Karen Hall – Human Resources Analyst

HIGHLANDS
COMMUNITY CHARTER SCHOOL
MAY 20 2019
HUMAN RESOURCES
RECEIVED

Employee Signature Acknowledging Receipt

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of CTE CTC Teacher at Highlands. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**: 2018 - 19 School Year

The minimum on-site obligations for this position shall generally be Monday through Friday, 8 hours a day 230 calendar, row D. Step 11. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be $78,052, to be paid twice monthly, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6.14.18

HCCS Approval:

Date: 6/28/2018 P.P. Veronica Irving, Murdock Smith

Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk**
CTE Teacher

Via: Hand delivery

FROM: **Murdock Smith**
Executive Director

DATE: **May 7, 2018**

SUBJECT: **Notification of Reasonable Assurance -- Certificated Employee**

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in 2018-19 the next school year. After the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

School Representative Signature

Employee Signature Acknowledging Receipt

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [CTE Teacher]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

update 1/26/2017

Employee Signature: _____ Date: 12.6.16

Address: 8102 Prairie Mills ct, Antelope, CA, 95843

Telephone: 916 996-4210

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter, as well as assisting HCCS in implementing its purposes, policies, and procedures. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. .

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [CTE Teacher]. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. The Employee understands that in light of the HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and administration may at times make assignments that are in addition to those

expressly described in this Agreement and the job specification. Accordingly, the Employee's duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The work schedule for 2017-2018, this positon shall be full-time Monday- Friday 8:00 am to 4:30 pm, 230 works schedule step 1 row B starting on July 10, 2017 and ending June 29, 2018. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The Employee will receive a gross base salary of $55,684.00 per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Performance Evaulation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and

modified by HCCS. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she presents no risk factors for tuberculosis, or if risk factors were identified, the Employee was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

10. **Confidentiality**

The Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. The Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

11. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall

not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

12. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Nothing in any manual of handbook (including the HCCS Employee Handbook), HCCS policy, whether written or oral, or practice of HCCS, shall provide Employee with any right or benefit which in any way limits, HCCS rights and authority as set out in this section. To the extent that a conflict is claimed to exist, this section controls.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of

the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/22/17

Address: 8102 Prairie Hills ct, Antelope, CA, 95843

Telephone: 916-996-4210

HCCS Approval:

Dated: 7/7/17

_____
Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

To: Sergey Ivanyuk — Via: Hand Delivery

From: Murdock Smith, Executive Director
Highlands Community Charter School

Please Sign and Return By
May 26,2017
To Veronica King.

Date: May 15, 2017

Subject: **Notice of Reasonable Assurance**

Highlands Community Charter School (Highlands) hereby notifies you that you have reasonable assurance of returning to work in the 2017-2018 school year as a CTE Instructor. Your return date will depend on your teaching calendar. During the regular recess periods for your position, there will be no need for your services, unless you are notified in writing.

As a reminder, all positions are employed on an at-will basis with Highlands unless otherwise expressly stated by agreement. As such, employment may be terminated at any time, with or without cause or advance notice by the employee or Highlands. As you are employed in an at-will position, receipt of this notice shall not alter or impair in any way the at-will nature of your employment with Highlands.

Nevertheless, Highlands is required by the Unemployment Insurance Code to inform you that you may file an unemployment insurance claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department and not by Highlands.

If you are not offered an opportunity to perform services in the next academic term, you may be entitled to unemployment insurance benefits, retroactive to the date you filed an initial claim, subject to the following conditions: 1) you are otherwise eligible for benefits; 2) you filed a claim for each week benefits are claimed; and 3) if a claim for retroactive benefits is made within thirty (30) days after the start of the next academic year.

Please feel free to contact me should you have any questions.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

This form needs to be returned to this office by June 1, 2017 or we will assume you are not planning to return to Highlands for the 2017 – 18 school year.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [Para Educator]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 12.6.16

Address: 8102 Prairie Mills ct, Antelope, CA, 95843

Telephone: 916 996-4210

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [TEACHER]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of $[55,682.00] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Sujey I Date: 8/23/2016

Address: 8102 Prairie Hills ct, Antelope,CA,95843

Telephone: 916-996-4210

Dated: 8/11/16

[NAME, TITLE]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

SCANNED
JUN 04 2016

HIGHLANDS COMMUNITY CHARTER SCHOOL
1333 GRAND AVENUE, BUILDING B
PO BOX 38924
SACRAMENTO, CA 95838
(916) 844-2283

MEMORANDUM

TO: **Sergey Ivanyuk**
Classified Staff

Via: Hand Delivery or Certified Mail

FROM: **Murdock Smith**
Executive Director

DATE: **May 13, 2016**

SUBJECT: Notification of Reasonable Assurance

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year, which begins on July 01, 2016, after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

We are required by the Unemployment Insurance (UI) Code to inform you that you may file a UI claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department (EDD) and not by the school or its unemployment claims administrator. If after the summer recess period, you are not offered an opportunity to perform services in the next academic year/term, you may be entitled to UI benefits retroactive to the date you filed an initial claim, if you file a claim for retroactive benefits within 30 days after the start of the next academic year/term, if you filed a claim for each week benefits are claimed, and if you are otherwise eligible.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 4, 2014

Status: Regular

This EMPLOYMENT AGREEMENT is entered into this 10th day of June 2015, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCTS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCTS and EMPLOYEE are collectively referred to as the "parties."

HCCTS desires to employ EMPLOYEE as an Instructional Para – CTE (Truck Driving) at HCCTS under the following terms and conditions:

1. **RECITALS:**

   a. HCCTS has been established and operates pursuant to The Charter Schools Act of 1992, Education Code section 47600, et seq. HCCTS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCTS's charter is available for review.

   b. HCCTS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCTS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCTS.

   c. Pursuant to Education Code section 47610, HCCTS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCTS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

   d. HCCTS desires to hire EMPLOYEE to assist HCCTS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2015 and shall end on June 30, 2016.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Para – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Para – CTE (Truck Driving) is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCTS.

b. (X) Full-time – 200 Days – Monday through Friday, 8:20 a.m. until 4:50 p.m./As assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCTS's size and limitations on availability of funds and personnel, HCCTS must be flexible and HCCTS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 per hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCTS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCTS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCTS and the Board of Directors of HCCTS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCTS shall evaluate and assess in writing the

performance of the EMPLOYEE as specified in HCCTS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCTS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCTS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCTS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCTS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCTS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCTS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCTS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCTS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCTS may terminate this AGREEMENT.

8. **NONRENEWAL OF CONTRACT:**

The Board of Directors of HCCTS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of HCCTS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCTS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCTS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCTS on the terms specified herein.

2. All information I have provided to HCCTS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCTS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 6.1.15

Address: 5102 Prairie Hills ct, Antelope, CA, 95843

Telephone: (916) 996-4216 Social Security Number: 618-28-9814

CHARTER SCHOOL APPROVAL:

Dated: 6/18/15

_____
Kirk Williams, Principal

_____
Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCTS.

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 11, 2014 Status: Probationary

This EMPLOYMENT AGREEMENT is entered into this eleventh day of August 2014, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCS and EMPLOYEE are collectively referred to as the "parties."

HCCS desires to employ EMPLOYEE as an Instructional Paraeducator at HCCS under the following terms and conditions:

1. RECITALS:

a. HCCS has been established and operates pursuant to Charter Schools Act of 1992, Education Code section 47600, et seq. HCCS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCS's charter is available for review.

b. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCS.

c. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

d. HCCS desires to hire EMPLOYEE to assist HCCS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on August 11, 2014 and shall end on June 1, 2015.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Paraeducator – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Paraeducator is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCS.

b. (X) Full-time – 200 Day

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and HCCS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCS and the Board of Directors of HCCS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCS shall evaluate and assess in writing the performance of the EMPLOYEE as specified in HCCS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCS may terminate this AGREEMENT.

e. **Probationary Period:** Highlands Community Charter School and the employee agree to a 1-year probationary period beginning on the first date of hire.

1. As a new employee, you shall be on probation for a period of 1 year commencing on your first day of work. Your conversion to "permanent status" shall be primarily conditioned and dependent upon your satisfactory service and performance of the work assigned to you and is within the exclusive discretion of the Board of Directors and its designees to determine whether or not such service is satisfactorily performed and on your having passed probation.
2. HCCS likewise reserves the rights to terminate your probationary employment even prior to the expiration of your probation period, for any of the just and authorized causes provided by existing law or for having failed to satisfactorily meet and comply with the standards associated with dependability, trustworthiness, efficiency, initiative, attitude towards work/the public/the company, its officers and co-employees, cooperation, student/vendor response, judgment, punctuality, quality/quantity of work, educability, articulateness or professionalism.
3. The employee is required to comply with all the existing rules, regulations and policies of HCCS as well as those which may hereafter be issued, including but not limited to those governing order and discipline, honesty, safety and security, work assignments, and standard operating procedures, use of HCCS properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of business.
4. The employee will be provided with a written evaluation of job performance upon completion of the probationary period.

8. NONRENEWAL OF CONTRACT:

The Board of Directors of HCCS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of HCCS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 9.4.14

Address: 8102 Prairie Hills Ct

Telephone: 916-996-4210 Social Security Number: 618-28-9814

CHARTER SCHOOL APPROVAL:

Dated: 9/4/14

_____
Kirk Williams, Principal

_____
Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between Highlands Community Charter School (HCCS) and **Sergey Ivanyuk**

PURPOSE: The purpose of this M.O.U. is to enable HCCS and **Sergey Ivanyuk** to provide instructional leadership and serve as a support for teachers and paraeducators, in order that they may assist in the building of positive, productive school environments, under the guidance of the Director of Instruction and Professional Learning and the Director of Curriculum and Program Development. Lead teachers are professionals who have demonstrated excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and paraeducators and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school.

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in the **Lead Teacher Job Classification and Description.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for the full period of the **2021-2022 academic year.**

NON-DISCRIMINATION:

As applicable, both **Sergey Ivanyuk** and HCCS agree not to discriminate in the selection, acceptance, or treatment of any student or representative of either party pursuant to this M.O.U. because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or other requirements of this M.O.U.

SCOPE OF SERVICES:

A. HCCS shall **pay a $2500 stipend bi-annually as an additional duty extension to a teacher's basic job description, provided in their original Employment Agreement. This compensation is in addition to the teacher's basic salary as outlined in their Employment Agreement**.

B. The **Lead Teacher, Sergey Ivanyuk,** shall provide the following services to Highlands Community Charter School:

1. Promote high standards and expectations for all students and staff for academic performance and responsibility for behavior. Assist with various academic projects, measurable outcomes, and compliance reporting for the purposes of promoting the overall objectives of the school.
2. Assist in the development and implementation of standards based curriculum by:
    a. Assist in the curriculum norming of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based teaching materials to deliver curriculum both virtually and in the classroom.
    c. Develop and lead curriculum development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular materials.
3. Assist in the development and implementation of staff professional development by:
    a. Assist in the orientation of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based instruction, plans and strategies to deliver instruction both virtually and in the classroom.
    c. Develop and lead professional development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular professional development.
    e. Organize and coordinate opportunities for peer observations.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

FINANCIAL OBLIGATIONS:

Under the terms of this agreement, HCCS agrees to pay Sergey Ivanyuk a $2500 bi-annual stipend, totaling $5000 for the entire academic year, to be paid in December and in July:

ENTIRE AGREEMENT:

This M.O.U. represents the entire and integrated agreement between HCCS and **Sergey Ivanyuk,** and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this M.O.U. This M.O.U. may not be modified, changed, supplemented or terminated, nor may any obligations under this M.O.U. be waived or amended, except by written instrument signed by the duly authorized representatives of HCCS.

SEVERABILITY:

Should any term or provision of this M.O.U. be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this M.O.U. shall be valid and enforced as written to the full extent permitted by law.

CALIFORNIA LAW:

This M.O.U. shall be constructed in accordance with and governed by the laws and decisions of the County of Sacramento and the State of California.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, HCCS and **Sergey Ivanyuk** have executed this M.O.U. as of the date first above written.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Executive Director

Murdock Smith
Printed Name

Executive Director
Title

06/03/21
Date

Lead Teacher

Sergey Ivanyuk
Printed Name

CTE Teacher
Title

6.9.21
Date

Director of Curriculum and Program Development

Niccole Scroggins
Printed Name

Director of Curriculum & Prog. Dev.
Title

06/03/21
Date

Director of Instruction and Professional Learning

Katrina Tupper
Printed Name

Director of Inst. + Pro. Learn.
Title

06/03/21
Date

HIGHLANDS
COMMUNITY CHARTER SCHOOL

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("TRUSD"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and which has been duly approved by TRUSD, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from TRUSD, which granted the charter. TRUSD shall not be liable for any debts and obligations of HCCS and the employee signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

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4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of **CTE Teacher.** The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time at the sole discretion of HCCS.

2. **Work Schedule**

The minimum on-site obligations for the 2019-2020 school year shall be **1 FTE, on a 210 Calendar, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** Additionally, the employee shall work a Summer Session, with an **additional 20 days of service, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** While the Employee shall be available on-site during this time period, the duties of this **exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be **$71,265** on a **210 teacher salary schedule, Column D, Step 11,** to be paid twice monthly, subject to all regular withholdings. During Summer Session, the Employee shall be paid at a daily rate of **$339.36**. Total annual compensation, including Summer Session shall be **$78,052,** subject to all regular withholdings.

The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs

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and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Professional Development**

The Employee shall attend all mandatory professional development meetings and staff meetings unless an emergency situation prevents attendance. Failure to do so may result in disciplinary action up to and including termination.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim

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of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than

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the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

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2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/21/19

HCCS Approval:

Date: 06/21/19

_____
Karen Hall, Human Resources Analyst

This Employment Agreement is subject to ratification and approval by the Governing Board of Highlands Community Charter School

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	CTE Teacher
Work Calendar:	209 Days
Exempt/Non-Exempt Designation:	Exempt or Non-Exempt
Funding Source:	General Fund
Pay Type:	Salary or Hourly
Pay Schedule:	$70,429 - $103,221 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:
Under direction of the Director of Workforce Solutions, or their appointed designee, the CTE Teacher will instruct in one or more core academic or work based subject areas and provide related services to students. Candidates must have a strong desire to work with students to help them achieve their academic, personal, and professional goals. Position requires standards-based lesson plans and curriculum planning with a team; participation in site, and professional development meetings; developing and implementing lessons; keeping accurate records and grades; and, attendance at some after-school meetings/events.

Essential Duties and Responsibilities:

- Compile, administer, and grade examinations, or assign this work to others
- Evaluate and grade students' class work, assignments, and papers
- Maintain timely student attendance records, grades, and other required records
- Initiate, facilitate, and moderate classroom discussions
- Plan, evaluate, and revise curricula, course content, and course materials and methods of instruction
- Prepare course materials such as syllabi, homework assignments, and handouts
- Keep abreast of developments in the career field by reading current literature, talking with colleagues, and participating in professional development and conferences.
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Advise and assist students
- Participate in campus and community events
- Collaborate with colleagues to address teaching and research issues
- Advise students on academic progress
- Serve on academic or administrative committees that deal with institutional policies, departmental matters, and academic issues
- Act as advisers to student organizations
- Participate in and attend regular professional development
- Participate in student recruitment, registration, and placement activities
- Adapt training methods to the needs of learners with diverse cultural backgrounds

and varying intellectual abilities and attitudes

- Develop and use a variety of instructional materials suitable for verbal, visual, and hands-on instruction of all learners
- Establish and maintain standards of student behavior needed to achieve effective participation in all activities
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Maintains professional competence through participation in in-service education activities provided HCCS and/or self-selected professional growth activities
- Perform additional job duties as it relates to student success and the overall objectives of the program as assigned

Education and Training:

- Any combination of education and/or experience working in Adult Education related activities or an education setting is preferred; previous industry experience is desirable.

Experience/Minimum Qualifications:

- High school diploma
- three years of work experience directly related to the industry sector, defined as 1,000 hours
- Possess or qualify for a Career Technical Education (CTE) teaching credential, or Adult Education Elementary and Secondary Basic Skills teaching credential, or a Multiple Subject credential, or any Single Subject credential
- The ability to communicate with a diverse group of people on a daily basis
- Possession of a valid California driver's license

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	Truck Driving Coordinator
Work Calendar:	250 Days
Exempt/Non-Exempt Designation:	Exempt
Pay Type:	Salary
Pay Schedule:	$103,712 - $138,984 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:

The Highlands Community Charter and Technical Schools Truck Driving Coordinator provides instruction, training, and resources to staff and students participating in the Truck Driving Career Technical Education program. Reports directly to the Director of Workforce Solutions.

Essential Duties and Responsibilities:

- Oversight over all Truck Driving Programs in the school at various sites including training of career technical education candidates seeking their Class A licensing
- Plan and develop new Truck Driving programs as needed
- Participate in compliance reviews and the development of standards, goals, and objectives for Truck Driving
- Make recommendations for changes and improvements; implement approved changes and monitor work activities to ensure compliance within established guidelines
- Teaches demonstration lessons with teachers taking over class instruction after the demonstration. Acts as an effective model/leader of the ongoing program.
- Provides training to teachers in up to date compliance and record keeping to meet curriculum goals.
- Maintains current knowledge of certification and instructional practices that relate to truck driving.
- Coordinate major repairs as needed, keep track of maintenance completed
- Lead and participate in student outreach for designated career technical education programs
- Performs additional duties as assigned as it relates to the overall objectives of the position.

Education and Training:

- Hold a valid California teaching credential in industrial arts and three years of classroom teaching experience required
- Experience above the minimum three years may be substituted for education.
- 2 years prior leadership or supervisory experience is preferred.

Experience/Minimum Qualifications:

- Ability to communicate with and lead a diverse community
- Ability to coordinate curriculum in accordance with school-wide articulation that engages teachers, administrators, and partners to articulate students to post-secondary and workforce opportunities
- The position requires knowledge of planning, organization, and coordination of articulated curriculum and programs or related experience
- Possession of a valid California Class A driver's license Require
- Bilingual Preferred

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

Board of Trustees

Basim Elkarra
President

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Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 3, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Complaint/Request for Information - CTE Truck Driving Program
TRUSD Additional Requests for Information re HCCTS' 12/20/24 Response

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCTS allows non-students to participate in the CTE Truck Driving certification courses. In our Notice of Complaint/Request for Information dated October 3, 2024, the District requested a response to multiple items by no later than 5:00 p.m. on November 1, 2024. HCCTS responded on November 1, 2024 at 3:34 p.m.

On December 2, 2024, the District sent a follow-up response to HCCTS' November 1 letter and received a further response from HCCTS with correspondence dated December 20, 2024. Outlined below are additional requests for information based on our review of HCCTS' December 20 response.

1. **CTE Truck Driving for Non-Students**

Information Request – Action Needed

- Provide a copy of Mr. Ivaniuk's work calendar with schedule of hours for the 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 school years.

- Provide documentation outlining the CTE Truck Driving class schedules (dates/times) for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years.

- While the District acknowledges HCCTS' statement that poor record keeping prevents an accurate count of non-student participation, the District requires more details regarding Mr. Ivaniuk's instruction and assessment of non-students. Please provide a more detailed response that includes the following:

    - A summary of the instances where non-students "stopped by throughout the week" for tests. As part of this summary, include information about whether non-students ever scheduled the visits in advance, how they knew when Mr. Ivaniuk would be available, whether HCCTS students were ever present during these visits, and whether the visits ever took place within Mr. Ivaniuk's HCCTS work hours.

    - Outline the support Mr. Ivaniuk provided to non-students to assist them in acquiring their license (i.e., 15 hours of "behind-the-wheel" training, study materials for road and/or written tests, instruction to prepare for the road and written tests, etc.)

    - Outline the process Mr. Ivaniuk followed when administering tests and include the approximate duration for these assessments. This outline should include information about assessments for pre-trip, general knowledge, drive/road, brake, and skills tests as described in the comments section of the student lesson documents provided by HCCTS.

2. **Data Discrepancy Between Students and Non-Students**

Information Request - Action Needed:

- HCCTS reported that the November 1 response inaccurately stated a total of 49 non-students had been served over the past 10 years. However, HCCTS acknowledges that it is unable to provide the total number of non-students served due to poor record keeping. HCCTS stated that corrective measures to improve record keeping have been put in place and that non-students will no longer be served in the CTE Truck Driving program. Please confirm that HCCTS has suspended the practice of serving non-students in all programs and courses effective January 6, 2025.

- HCCTS was able to recognize the 12 students listed on the additional documentation provided by the District in our December 2 letter, and confirmed that 10 were non-students.

3. **Partnerships**

Information Request - Action Needed:

- In the December 20 response, HCCTS states that the term "scholarship" referred to former students who graduated and returned to finish the Truck Driving Program. Please provide a more detailed explanation of this "scholarship" term and outline how the costs for the instruction, training, assessments, and materials for these former students were covered.

- HCCTS' November 1 response stated that the agreement from the Local 185 was to provide "in-kind improvements through facility repairs". The December 20 response states that HCCTS did not receive any improvements for the 2023-24 school year from the Local 185. Please provide documentation regarding the improvements and/or repairs that HCCTS received as part of the agreement with Local 185 for "free training" for the years such improvements/repairs were provided.

- HCCTS stated that there have been "no fiscal exchanges from Local 185, VOA, or the sheriff's office", but neglected to mention the fiscal exchange between HCCTS and the Sacramento Police Department. Please provide a response clarifying whether there have been any fiscal exchanges between HCCTS and the Sacramento Police Department, including all records/documentation for any such fiscal exchanges.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Request Notice of Complaint/Request for Information dated October 3, 2024
HCCTS Response dated November 1, 2024
District Reply/Request for Information dated December 2, 2024
HCCTS Response dated December 20, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 20, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Ms. Carreon,

On December 2, 2024, HCCTS received a follow-up response from TRUSD regarding the CTE Truck Driving program. We have prepared the following letter in response.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Volunteer Teacher
Since 2014, there has been only one truck driving teacher at the HCCTS truck driving program, Sergey Ivaniuk who confirmed that he volunteered his time to provide instruction to the non-students.

Non-Student Instructional Days
According to the information provided by Sergey Ivaniuk, Truck Driving Coordinator, in the meeting held on October 18, 2024, with the Director of Accountability and Assessment, Melissa Roberson, the direct instruction and classes for non-students were only held on the first and third Saturday of the month seasonally since 2014. Upon further investigation during the December 4, 2024 meeting between the Director of Accountability and Assessment, Melissa Roberson, Sergey Ivanyuk revealed that while the direct instruction was held on the weekends, students stopped by during the week to take tests. He also stated that he could not turn the students away. According to Sergey, there is no additional documentation regarding the non-student participation in the Truck Driving program.

Non-Student Data Discrepancy
HCCTS informed TRUSD that 49 non-students had utilized the truck driving program since 2014 because that was the information provided by Sergey Ivanyuk on October 18, 2024. As identified by TRUSD, 49 was an error since one student's name occurred on the list twice, so HCCTS should have reported 48.

Following the most recent request from TRUSD which contained an additional list of students and non-students, Sergey revealed that due to poor record keeping, he was unable to verify the total number of non-student participants who had utilized the truck driving program. He did however confirm that of the 12 names on the “Unofficial Class A Awards” document sent by TRUSD to HCCTS, 10 of them were non-students, one was a student at CICA, and one was a student at Highlands. Please see below.

Name	**Program Type**	**Status at the Time of Participation**
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Highlands Student	Student

Francis Story	Scholarship	HCCS Alumni/ Graduate
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	CICA Student	Student

As stated above, there is no additional documentation available. As a result of identifying this gap, HCCTS has taken corrective measures to improve record keeping.

Partnerships

	Agreement	**Documentation**	**Notes**
Volunteers of America (VOA)	Verbal	None	Ward Allen reached a verbal agreement, where VOA promised rent and facilities in exchange for the truck driving training of individuals from VOA who didn't have a high school diploma. As a result, our program moved to 10620 Shirra Avenue, Sacramento, CA 95655. However, a few months later, VOA demanded $110,000 for the space. We had no intention of making any payments, and since they also stopped sending us students, we decided to move.
Local 185	Verbal	Non-Executed Draft	An explanation was provided in the previous letter.
Sacramento Police Department	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

Sheriff's Office	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

HCCTS had no fiscal exchanges from Labor 185, VOA, or the sheriff's office. As of today, there have not been improvements for the 23-24 school year from Labor #185, and starting January 6, 202,5 HCCTS will no longer serve non-students in the CTE Truck Driving Program.

Scholarship

All the individuals that fall under this category are former students who graduated from Highlands and returned to finish the Truck Driving Program.

The information above was provided by Sergey Ivaniuk, the Truck Driving Program Coordinator, and the Truck Driving program.

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To inspire each student to extraordinary achievement every day

December 2, 2024

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCTS allows non-students to participate in the CTE Truck Driving certification courses. In its Notice of Complaint/Request for Information dated October 3, 2024, the District requested a response to multiple items by no later than 5:00 p.m. on November 1, 2024. HCCTS responded on November 1, 2024 at 3:34 p.m.

Outlined below is a summary of the District's findings and additional actions required based on our review of HCCTS' response.

1. CTE Truck Driving for Non-Students

TRUSD Findings

- HCCTS stated "The teacher of the truck driving program volunteered to teach them on the first and third Saturdays of the month seasonally each year." However, in the RFI CTE Truck Driving Program forms provided by HCCTS the District found only three "Lessons" that occurred on a Saturday and of those three, only one fell on the first or third Saturday.

While these forms may include notes for dates in which students did not attend class, many of the notes do indicate in-person training, specifically as seen in the comments and rating columns.

Information Request – Action Needed

- Confirm that the teacher who volunteered back in 2014 has remained with the program through 2023-24 and/or confirm that all teachers of the CTE Truck driving program that provided instruction to non-students also volunteered their time.

- Explain the discrepancies between HCCTS' assertion that trainings were conducted on the 1st and 3rd Saturday and the documentation which shows trainings mainly taking place Monday – Friday.

2. Data Discrepancy Between Students and Non-Students

TRUSD Findings

- HCCTS stated that 49 non-students in the last 10 years have utilized the truck driving facilities. However, in the 49-page response, HCCTS provided proof of 48 students, with one student listed on two pages (Celest McPeak).

- The District had been made aware of 12 additional students who participated in the CTE Truck Driving course during the 2023-24 school year, which were not included in HCCTS' response.

Information Request – Action Needed

- Please provide documentation for the additional 49th student that was missing in the November 1 response and confirm whether each of the individuals listed in the table below were students or non-students. Include in your response documentation for teacher instruction/in-person training days for the students listed below.

Unofficial Class A Awards				
SID#	**Name**	**School**	**Start Date**	**Grad Date**
	[redacted]	Law Enforcement	8/8/22	6/12/23
		Law Enforcement		7/28/23
		HCCS		8/16/23
		Scholarship	7/3/14	8/18/23
		Law Enforcement		1/17/24
		Law Enforcement		1/18/24
		Law Enforcement		1/19/24
		Local 185		1/24/24
		Local 185		2/29/24
		Local 186		3/28/24
		Law Enforcement		4/25/24
		CICA		6/25/24

2. Partnerships

TRUSD Findings

- The District noted multiple categories for each non-student including "labor union", "VOA", and "Scholarship". In the November 1 response, HCCTS provided an explanation for the Local #185.

- HCCTS stated that Board Member Doyle Radford tapped the Local #185 union in early days (2014), but this union is referenced as recently as 2021.

Information Request - Action Needed

- Please provide an explanation for the labor unions identified other than Local #185. Include any documentation which reflects agreements and/or partnerships.

- Describe what each designation means, specifically what is "VOA" and what is meant by "scholarship". Include in your response, records/documentation of all moneys collected for the CTE Truck Driving program for non-student participation.

- Since Mr. Radford is no longer on the Board, please clarify your current connection to the Local #185 and outline the agreement regarding free training in return for in-kind improvements/facility repairs for the 2023-24 school year. Include in your response documentation for the improvements and/or repairs that HCCTS received during the 2023-24 school year.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 1, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program

Dear Ms. Carreon,

On October 3, 2024, HCCTS received a notice of complaint and request for information regarding the CTE Truck Driving Program. We have prepared the following response to the complaint.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Truck Driving Overview
At HCCTS 100% of current students are enrolled in PowerSchool and participate in both a high school diploma program and in truck driving. Their progress is tracked through credits earned which is also documented in PowerSchool.

CTE Truck Driving Program
Below is a table that shows the number of students who completed the truck driving program per year for the last three school years at HCCS and CICA.

	HCCS	**CICA**
2021-2022	80	33
2022-2023	133	40
2023-2024	96	31

Truck Driving and Certificates
The goal of every HCCTS student enrolled in the truck driving program is to obtain a Class A driver's license issued by the California DMV. The class A is the primary metric used to determine student success.

As a secondary measurement, HCCTS began issuing HCCTS Truck Driving Certificates for all students who completed the truck driving program. The truck driving program started in 2014, however providing HCCTS branded truck driving certificates began at the end of the 2023-2024 school year and therefore the number of certificates issued to students does not reflect the number of graduates.

Students & Non-Students
In the last 10 years, 49 non-students have utilized the truck driving facilities.

Non-Student Participants
In 2014 when Highlands had just started, the truck driving program was new and was facing significant financial hardship. A board member at the time, Doyle Radford had a contact with a Labor Union, Local 185. He observed that members of the labor union were not working in the winter months when the weather was bad and requested that these workers utilize the truck driving facilities on weekends. The teacher of the truck driving program volunteered to teach them on the first and third Saturdays of the month seasonally each year. In exchange for this, members of the Local 185 provided in-kind improvements through facility repairs. The Sacramento Police and Sacramento County Sheriff's Office have also utilized the truck driving facilities on weekends over the last 10 years. In total, 49 non-students have used the facilities during

non-school hours since 2014. In the 2024-2025 school year no non-students have been served.

Attachments
Attached you will find PowerSchool rosters of all individuals enrolled in the program for 21-22, 22-23, and 23-24, a comprehensive list of all non-student participants.

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	28-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	28-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	28-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	28-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	28-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	15-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	15-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	15-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	15-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	15-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	31-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	31-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	26-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	31-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	31-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	19-Nov-21	12-Mar-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	12-Mar-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	12-Mar-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	12-Mar-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	12-Mar-22	HCCS	21-22
		Basic Control Skills	24-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	24-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	24-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	10-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	10-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	10-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	10-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	10-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	24-Feb-22	4-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-Feb-22	4-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Feb-22	4-Jun-22	HCCS	21-22
		Truck Driving Attendance	24-Feb-22	4-Jun-22	HCCS	21-22
		Vehicle Inspection	24-Feb-22	4-Jun-22	HCCS	21-22
		Basic Control Skills	14-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	14-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	14-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	14-Dec-21	2-Jul-22	HCCS	21-22
		Vehicle Inspection	14-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	29-Nov-21	21-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	29-Nov-21	21-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	29-Nov-21	21-Jun-22	HCCS	21-22

STUDENT #	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Truck Driving Attendance	29-Nov-21	21-Jun-22	HCCS	21-22
	Vehicle Inspection	29-Nov-21	21-Jun-22	HCCS	21-22
	Basic Control Skills	3-Jan-22	2-Jul-22	HCCS	21-22
	Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	HCCS	21-22
	Truck Driving Attendance	3-Jan-22	2-Jul-22	HCCS	21-22
	Vehicle Inspection	3-Jan-22	2-Jul-22	HCCS	21-22
	Basic Control Skills	27-Jun-22	2-Jul-22	HCCS	21-22
	Basic Road Skills/Class A Award	27-Jun-22	2-Jul-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	27-Jun-22	2-Jul-22	HCCS	21-22
	Truck Driving Attendance	27-Jun-22	2-Jul-22	HCCS	21-22
	Vehicle Inspection	27-Jun-22	2-Jul-22	HCCS	21-22
	Basic Control Skills	12-Jul-21	18-Oct-21	HCCS	21-22
	Basic Road Skills/Class A Award	12-Jul-21	18-Oct-21	HCCS	21-22
	Fundamentals of Truck Driving Plus	12-Jul-21	18-Oct-21	HCCS	21-22
	Truck Driving Attendance	12-Jul-21	18-Oct-21	HCCS	21-22
	Vehicle Inspection	12-Jul-21	18-Oct-21	HCCS	21-22
	Basic Control Skills	27-Jan-22	25-Mar-22	HCCS	21-22
	Basic Road Skills/Class A Award	27-Jan-22	25-Mar-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	27-Jan-22	25-Mar-22	HCCS	21-22
	Truck Driving Attendance	27-Jan-22	25-Mar-22	HCCS	21-22
	Vehicle Inspection	27-Jan-22	25-Mar-22	HCCS	21-22
	Basic Control Skills	12-Jul-21	28-Oct-21	HCCS	21-22
	Basic Road Skills/Class A Award	12-Jul-21	28-Oct-21	HCCS	21-22
	Fundamentals of Truck Driving Plus	12-Jul-21	28-Oct-21	HCCS	21-22
	Truck Driving Attendance	12-Jul-21	28-Oct-21	HCCS	21-22
	Vehicle Inspection	12-Jul-21	28-Oct-21	HCCS	21-22
	Basic Control Skills	12-Jul-21	20-Jul-21	HCCS	21-22
	Basic Control Skills	24-Sep-21	30-Jun-22	HCCS	21-22
	Basic Road Skills/Class A Award	12-Jul-21	20-Jul-21	HCCS	21-22
	Basic Road Skills/Class A Award	24-Sep-21	30-Jun-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	24-Sep-21	30-Jun-22	HCCS	21-22
	Truck Driving Attendance	12-Jul-21	20-Jul-21	HCCS	21-22
	Truck Driving Attendance	23-Sep-21	30-Jun-22	HCCS	21-22
	Vehicle Inspection	12-Jul-21	20-Jul-21	HCCS	21-22
	Vehicle Inspection	24-Sep-21	30-Jun-22	HCCS	21-22
	Basic Control Skills	7-Feb-22	2-Jul-22	HCCS	21-22
	Basic Road Skills/Class A Award	7-Feb-22	2-Jul-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	7-Feb-22	2-Jul-22	HCCS	21-22
	Truck Driving Attendance	7-Feb-22	2-Jul-22	HCCS	21-22
	Vehicle Inspection	7-Feb-22	2-Jul-22	HCCS	21-22
	Basic Control Skills	27-Jan-22	2-Jul-22	HCCS	21-22
	Basic Road Skills/Class A Award	27-Jan-22	2-Jul-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	27-Jan-22	2-Jul-22	HCCS	21-22
	Truck Driving Attendance	27-Jan-22	2-Jul-22	HCCS	21-22
	Vehicle Inspection	27-Jan-22	2-Jul-22	HCCS	21-22
	Basic Control Skills	12-Jul-21	21-Jul-21	HCCS	21-22
	Basic Road Skills/Class A Award	12-Jul-21	21-Jul-21	HCCS	21-22
	Fundamentals of Truck Driving Plus	12-Jul-21	21-Jul-21	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	12-Jul-21	21-Jul-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	21-Jul-21	HCCS	21-22
		Basic Control Skills	15-Nov-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Nov-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Nov-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	15-Nov-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	16-Nov-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	24-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	24-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	24-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	16-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	16-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	31-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	31-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	31-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	31-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	31-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	17-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	20-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	20-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	20-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	20-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	20-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	10-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	10-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	10-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	10-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	10-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	1-Jun-22	2-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	1-Jun-22	2-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	1-Jun-22	2-Jun-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Truck Driving Attendance	1-Jun-22	2-Jun-22	HCCS	21-22
		Vehicle Inspection	1-Jun-22	2-Jun-22	HCCS	21-22
		Basic Control Skills	25-Apr-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	25-Apr-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	25-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	25-Apr-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	25-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	30-Nov-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	30-Nov-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	30-Nov-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	30-Nov-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	30-Nov-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	12-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	12-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	12-Sep-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	12-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	12-Sep-21	HCCS	21-22
		Basic Control Skills	13-Sep-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	13-Sep-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Sep-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	13-Sep-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	13-Sep-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	12-Mar-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	12-Mar-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	12-Mar-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	12-Mar-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	12-Mar-22	HCCS	21-22
		Basic Control Skills	28-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	28-Mar-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	1-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	1-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	1-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	1-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	1-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	9-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	9-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	9-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	9-Dec-21	2-Jul-22	HCCS	21-22
		Vehicle Inspection	9-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	1-Jul-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	1-Jul-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	1-Jul-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	1-Jul-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	1-Jul-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	5-Apr-22	9-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	8-Jun-22	2-Jul-22	HCCS	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	8-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	8-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	25-Oct-21	20-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	25-Oct-21	20-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	25-Oct-21	20-Apr-22	HCCS	21-22
		Truck Driving Attendance	25-Oct-21	20-Apr-22	HCCS	21-22
		Vehicle Inspection	25-Oct-21	20-Apr-22	HCCS	21-22
		Basic Control Skills	16-Nov-21	19-May-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Nov-21	19-May-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Nov-21	19-May-22	HCCS	21-22
		Truck Driving Attendance	16-Nov-21	19-May-22	HCCS	21-22
		Vehicle Inspection	16-Nov-21	19-May-22	HCCS	21-22
		Basic Control Skills	22-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	22-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	22-Mar-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	22-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	23-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	18-Nov-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	6-May-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	6-May-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	6-May-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	6-May-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	6-May-22	HCCS	21-22
		Basic Control Skills	11-Aug-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	11-Aug-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	11-Aug-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	11-Aug-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	11-Aug-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	16-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	16-Dec-21	2-Jul-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	16-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Apr-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Apr-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Apr-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	5-Apr-22	9-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	3-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	8-Nov-21	16-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	8-Nov-21	16-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Nov-21	16-Apr-22	HCCS	21-22
		Truck Driving Attendance	8-Nov-21	16-Apr-22	HCCS	21-22
		Vehicle Inspection	8-Nov-21	16-Apr-22	HCCS	21-22
		Basic Control Skills	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Dec-21	8-Feb-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Dec-21	8-Feb-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Dec-21	8-Feb-22	HCCS	21-22
		Truck Driving Attendance	16-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	17-Dec-21	8-Feb-22	HCCS	21-22
		Vehicle Inspection	17-Dec-21	8-Feb-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	17-Dec-21	2-Jul-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	17-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Jan-22	14-Jan-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Jan-22	14-Jan-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Jan-22	14-Jan-22	HCCS	21-22
		Truck Driving Attendance	7-Jan-22	14-Jan-22	HCCS	21-22
		Vehicle Inspection	7-Jan-22	14-Jan-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	7-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	14-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	5-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	14-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	5-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	14-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	14-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	5-Jun-22	HCCS	21-22
		Vehicle Inspection	14-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	23-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	23-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	23-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	23-Apr-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	23-Apr-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	23-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jul-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	19-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	19-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	31-Aug-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	31-Aug-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	25-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	3-Sep-21	13-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	3-Sep-21	13-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Sep-21	13-Sep-21	HCCS	21-22
		Truck Driving Attendance	3-Sep-21	13-Sep-21	HCCS	21-22
		Vehicle Inspection	3-Sep-21	13-Sep-21	HCCS	21-22
		Basic Control Skills	19-Nov-21	5-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	5-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	5-Jun-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	19-Nov-21	5-Jun-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	6-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Mar-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Mar-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Mar-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	28-Oct-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	28-Oct-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	28-Oct-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	26-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	26-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	26-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	26-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	26-Jan-22	2-Jul-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	1-Nov-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	1-Nov-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	1-Nov-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	1-Nov-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	1-Nov-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	15-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	19-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	20-Aug-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	20-Aug-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	20-Aug-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	20-Aug-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	20-Aug-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	21-Feb-23	16-Mar-23	HCCS	22-23
		Truck Driving Attendance	21-Feb-23	17-Mar-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	25-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-Jul-22	7-Sep-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	22-Jul-22	7-Sep-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-Jul-22	7-Sep-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	22-Jul-22	7-Sep-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	22-Jul-22	7-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	16-Dec-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	7-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	16-Dec-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	7-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	16-Dec-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	16-Dec-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	7-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	7-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Dec-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	22-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	23-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	22-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	16-Jun-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	12-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	12-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	12-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	5-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	5-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	30-Sep-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	30-Sep-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	30-Sep-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	30-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	30-Sep-22	HCCS	22-23
		Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	17-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	4-Nov-22	16-Dec-22	HCCS	22-23
		Truck Driving Attendance	7-Nov-22	23-Dec-22	HCCS	22-23
		Basic Control Skills	23-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	23-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	23-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	15-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Jun-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	6-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Jun-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	29-Aug-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Aug-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Aug-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Aug-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Aug-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	19-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	19-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	19-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	20-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	19-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	2-May-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	2-May-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	2-May-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	2-May-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	2-May-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	11-Jul-22	20-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	20-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	20-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	21-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	20-Oct-22	HCCS	22-23
		Basic Control Skills	9-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	9-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	20-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	20-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	20-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	20-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	24-Oct-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	19-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	8-Nov-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	8-Nov-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	8-Nov-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	8-Nov-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	8-Nov-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jan-23	HCCS	22-23
		Basic Control Skills	10-Oct-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	10-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	10-Oct-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	10-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	15-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	11-Jul-22	15-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Control Skills	1-Dec-22	10-Apr-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Jan-23	10-Apr-23	HCCS	22-23
		Truck Driving Attendance	1-Dec-22	10-Apr-23	HCCS	22-23
		Basic Control Skills	14-Nov-22	23-May-23	HCCS	22-23
		Basic Road Skills/Class A Award	14-Nov-22	23-May-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	14-Nov-22	23-May-23	HCCS	22-23
		Truck Driving Attendance	14-Nov-22	6-Jun-23	HCCS	22-23
		Vehicle Inspection	14-Nov-22	23-May-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	23-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	10-Oct-22	5-Dec-22	HCCS	22-23
		Basic Road Skills/Class A Award	10-Oct-22	5-Dec-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Oct-22	5-Dec-22	HCCS	22-23
		Truck Driving Attendance	10-Oct-22	5-Dec-22	HCCS	22-23
		Vehicle Inspection	10-Oct-22	5-Dec-22	HCCS	22-23
		Basic Control Skills	25-Oct-22	24-Dec-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Oct-22	24-Dec-22	HCCS	22-23
		Truck Driving Attendance	25-Oct-22	24-Dec-22	HCCS	22-23
		Truck Driving Attendance	31-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	25-Oct-22	24-Dec-22	HCCS	22-23
		Basic Control Skills	29-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	10-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	28-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	28-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	28-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	28-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	25-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	25-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	25-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	25-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Control Skills	26-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	26-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Jan-23	30-Jun-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Fundamentals of Truck Driving Plus	9-Dec-22	20-Jan-23	HCCS	22-23
		Truck Driving Attendance	27-Jan-23	30-Jun-23	HCCS	22-23
		Truck Driving Attendance	9-Dec-22	20-Jan-23	HCCS	22-23
		Vehicle Inspection	27-Jan-23	30-Jun-23	HCCS	22-23
		Basic Control Skills	1-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	1-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	1-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	1-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	1-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	23-Jan-23	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	23-Jan-23	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	23-Jan-23	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	23-Jan-23	28-Jan-23	HCCS	22-23
		Vehicle Inspection	23-Jan-23	28-Jan-23	HCCS	22-23
		Basic Control Skills	29-Sep-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	3-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Sep-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	3-Feb-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Sep-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	3-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	3-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Sep-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	3-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Sep-22	9-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	9-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	9-Nov-22	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	10-Nov-22	HCCS	22-23
		Vehicle Inspection	19-Sep-22	9-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	26-Sep-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	26-Sep-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	26-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	18-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	11-Jul-22	18-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	18-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	18-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	18-Jul-22	HCCS	22-23
		Basic Control Skills	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		i Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		i Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		i Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		i Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		i Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	18-Aug-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	18-Aug-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Aug-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	18-Aug-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	18-Aug-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	22-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	22-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Nov-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	7-Nov-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Control Skills	3-Apr-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	3-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Jan-23	27-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	3-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	31-Jan-23	27-Mar-23	HCCS	22-23
		Truck Driving Attendance	3-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	3-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Control Skills	17-Aug-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Aug-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	15-Aug-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	17-Aug-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	6-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	6-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	6-Oct-22	HCCS	22-23
		Truck Driving Attendance	16-Aug-22	6-Oct-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Vehicle Inspection	30-Sep-22	6-Oct-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	28-Sep-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	28-Sep-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	28-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	28-Sep-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	28-Sep-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	1-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	1-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	1-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Oct-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	1-Oct-22	HCCS	22-23
		Basic Control Skills	25-Oct-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	25-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	25-Oct-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	25-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Feb-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	21-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	21-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	28-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	28-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	28-Feb-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	1-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	1-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	16-Aug-22	12-Apr-23	HCCS	22-23
		Basic Control Skills	12-Apr-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	12-Apr-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	16-Aug-22	12-Apr-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	12-Apr-23	HCCS	22-23
		Truck Driving Attendance	12-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Aug-22	12-Apr-23	HCCS	22-23
		Vehicle Inspection	12-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	20-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	20-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	17-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	13-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	13-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	22-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	30-Sep-22	24-Dec-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	24-Dec-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	24-Dec-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	24-Dec-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	24-Dec-22	HCCS	22-23
		Basic Control Skills	19-Sep-22	25-Feb-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	25-Feb-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	25-Feb-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	19-Sep-22	25-Feb-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	25-Feb-23	HCCS	22-23
		Basic Control Skills	12-Sep-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Sep-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	12-Sep-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	12-Sep-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	31-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	15-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	15-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	13-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	13-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	13-Jan-23	HCCS	22-23
		Truck Driving Attendance	19-Sep-22	14-Jan-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	13-Jan-23	HCCS	22-23
		Basic Control Skills	26-Sep-22	17-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	17-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	17-Jan-23	HCCS	22-23
		Truck Driving Attendance	26-Sep-22	17-Jan-23	HCCS	22-23
		Vehicle Inspection	26-Sep-22	17-Jan-23	HCCS	22-23
		Basic Control Skills	18-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	14-Mar-23	16-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	14-Mar-23	16-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	14-Mar-23	16-Mar-23	HCCS	22-23
		Truck Driving Attendance	18-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	14-Mar-23	17-Mar-23	HCCS	22-23
		Vehicle Inspection	18-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	14-Mar-23	16-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	9-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	26-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	18-Oct-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	10-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	10-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	4-Mar-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	10-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Oct-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	10-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	10-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	7-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	7-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	31-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-May-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	31-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	16-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	16-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	16-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	24-Oct-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	30-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	9-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	10-Jul-23	13-Nov-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Nov-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Nov-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Nov-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Nov-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	14-Jun-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	14-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	24-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
		Basic Control Skills	30-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	30-Apr-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	30-Apr-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	30-Apr-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	30-Apr-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	29-Aug-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	16-Oct-23	29-Nov-23	HCCS	23-24
		Basic Road Skills/Class A Award	29-Aug-23	1-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	16-Oct-23	29-Nov-23	HCCS	23-24
		Fundamentals of Truck Driving P	29-Aug-23	1-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	16-Oct-23	29-Nov-23	HCCS	23-24
		Vehicle Inspection	16-Oct-23	29-Nov-23	HCCS	23-24
		Vehicle Inspection	29-Aug-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	19-Jan-24	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	19-Jan-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	19-Jan-24	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
		Vehicle Inspection	19-Jan-24	13-Feb-24	HCCS	23-24
		Basic Control Skills	10-Oct-23	26-Dec-23	HCCS	23-24
		Basic Control Skills	27-Dec-23	13-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Oct-23	26-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	24-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Oct-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	13-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Oct-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	27-Dec-23	24-Jun-24	HCCS	23-24
		Vehicle Inspection	10-Oct-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	13-Mar-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	24-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	24-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	24-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	24-Oct-23	HCCS	23-24
		Basic Control Skills	17-Jul-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	12-Jan-24	28-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	17-Jul-23	15-Oct-23	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	12-Jan-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	17-Jul-23	15-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jan-24	28-Jun-24	HCCS	23-24
		Truck Driving Attendance	17-Jul-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	12-Jan-24	28-Jun-24	HCCS	23-24
		Vehicle Inspection	17-Jul-23	15-Oct-23	HCCS	23-24
		Vehicle Inspection	12-Jan-24	28-Jun-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	20-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	20-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	13-Jun-24	20-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	20-Jun-24	HCCS	23-24
		Vehicle Inspection	13-Jun-24	20-Jun-24	HCCS	23-24
		Basic Control Skills	11-Jun-24	24-Jun-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	11-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Jun-24	24-Jun-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	11-Jun-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	11-Jun-24	HCCS	23-24
		Basic Control Skills	11-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	11-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	11-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	11-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	11-Jun-24	HCCS	23-24
		Truck Driving Attendance	11-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	11-Jun-24	HCCS	23-24
		Vehicle Inspection	11-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	13-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Mar-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Mar-24	HCCS	23-24
		Basic Control Skills	12-Jul-23	22-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	12-Jul-23	22-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jul-23	22-May-24	HCCS	23-24
		Truck Driving Attendance	12-Jul-23	23-May-24	HCCS	23-24
		Vehicle Inspection	12-Jul-23	22-May-24	HCCS	23-24
		Basic Control Skills	3-Oct-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	3-Oct-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	3-Oct-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	3-Oct-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	5-Sep-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	5-Sep-23	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving P	10-Jul-23	5-Sep-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	5-Sep-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	5-Sep-23	HCCS	23-24
		Basic Control Skills	28-May-24	29-May-24	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-May-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-May-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	28-May-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-May-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	14-Sep-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Sep-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	14-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	14-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	30-Oct-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-Aug-23	12-Sep-23	HCCS	23-24
		Truck Driving Attendance	29-Aug-23	12-Sep-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Control Skills	6-Sep-23	31-Oct-23	HCCS	23-24
		Truck Driving Attendance	6-Sep-23	31-Oct-23	HCCS	23-24
		Basic Control Skills	30-Oct-23	6-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	30-Oct-23	6-May-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	6-May-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Control Skills	28-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	28-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	4-Dec-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	17-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	4-Dec-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	17-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	4-Dec-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	17-Jun-24	HCCS	23-24
		Truck Driving Attendance	4-Dec-23	14-Jun-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	17-Jun-24	HCCS	23-24
		Vehicle Inspection	4-Dec-23	14-Jun-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	14-Jun-24	17-Jun-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	15-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	15-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	6-Nov-23	27-Dec-23	HCCS	23-24
		Basic Control Skills	14-Aug-23	17-Oct-23	HCCS	23-24
		Basic Control Skills	27-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	6-Nov-23	27-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Aug-23	17-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	17-Oct-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	27-Dec-23	HCCS	23-24
		Truck Driving Attendance	14-Aug-23	17-Oct-23	HCCS	23-24
		Truck Driving Attendance	27-Dec-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	6-Nov-23	27-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	14-Aug-23	17-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	8-Sep-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	8-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	8-Sep-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	8-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	8-Sep-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	2-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	2-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	2-Mar-24	HCCS	23-24
		Vehicle Inspection	2-Aug-23	2-Mar-24	HCCS	23-24
		Basic Control Skills	27-Dec-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	26-Sep-23	26-Dec-23	HCCS	23-24
		Basic Control Skills	2-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	18-Sep-23	26-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	2-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Sep-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	26-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	23-Feb-24	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	27-Dec-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	26-Sep-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	26-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Sep-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	2-Apr-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	27-Dec-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	13-Sep-23	20-Sep-23	HCCS	23-24
		Basic Road Skills/Class A Award	13-Sep-23	20-Sep-23	HCCS	23-24
		Fundamentals of Truck Driving P	7-Aug-23	20-Sep-23	HCCS	23-24
		Truck Driving Attendance	7-Aug-23	20-Sep-23	HCCS	23-24
		Vehicle Inspection	13-Sep-23	20-Sep-23	HCCS	23-24
		Basic Control Skills	2-Aug-23	7-Nov-23	HCCS	23-24
		Truck Driving Attendance	2-Aug-23	7-Nov-23	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Sep-23	2-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	11-Sep-23	2-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Basic Control Skills	15-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	15-Dec-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	24-Jul-23	15-Dec-23	HCCS	23-24
		Truck Driving Attendance	24-Jul-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	15-Dec-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	20-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	20-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	20-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	20-Dec-23	HCCS	23-24
		Basic Control Skills	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	26-Dec-23	25-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	26-Dec-23	25-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	20-Sep-23	17-Jun-24	HCCS	23-24
		Truck Driving Attendance	20-Sep-23	17-Jun-24	HCCS	23-24
		Basic Control Skills	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	23-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Dec-23	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	10-Jul-23	15-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	15-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	15-Dec-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	15-Dec-23	HCCS	23-24
		Basic Control Skills	16-Jan-24	14-Feb-24	HCCS	23-24
		Truck Driving Attendance	16-Jan-24	14-Feb-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	29-May-24	HCCS	23-24
		Basic Control Skills	13-Mar-24	27-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	13-Mar-24	27-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	13-Mar-24	27-Mar-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	13-Mar-24	27-Mar-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	29-May-24	HCCS	23-24
		Vehicle Inspection	13-Mar-24	27-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	7-Nov-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	7-Nov-23	HCCS	23-24
		Basic Control Skills	6-Nov-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	6-Nov-23	31-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	6-Nov-23	23-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	6-Nov-23	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	31-Mar-24	HCCS	23-24
		Vehicle Inspection	6-Nov-23	23-Feb-24	HCCS	23-24
		Vehicle Inspection	6-Nov-23	31-Mar-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	31-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	31-Mar-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	22-Aug-23	1-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	22-Aug-23	1-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	22-Aug-23	1-Oct-23	HCCS	23-24
		Truck Driving Attendance	22-Aug-23	1-Oct-23	HCCS	23-24
		Vehicle Inspection	22-Aug-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	12-Jan-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	12-Jan-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	12-Jan-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Control Skills	28-Aug-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-Aug-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-Aug-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	28-Aug-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-Aug-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-Aug-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	28-Aug-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	27-Jul-23	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	27-Jul-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	27-Jul-23	13-Feb-24	HCCS	23-24
		Vehicle Inspection	27-Jul-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	21-Aug-23	HCCS	23-24
		Truck Driving Attendance	15-Aug-23	21-Aug-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	12-Jun-24	HCCS	23-24
		Basic Control Skills	12-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	12-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	12-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	12-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	12-Jun-24	HCCS	23-24
		Truck Driving Attendance	12-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	12-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	12-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	30-Oct-23	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	15-Aug-23	29-May-24	HCCS	23-24
		Basic Control Skills	29-May-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	15-Aug-23	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	15-Aug-23	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	15-Aug-23	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	15-Aug-23	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	1-May-24	2-Jul-24	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	1-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	3-Aug-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	3-Aug-23	23-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	23-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	3-Aug-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	3-Aug-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	3-Aug-23	23-Feb-24	HCCS	23-24
		Vehicle Inspection	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Jul-23	13-May-24	HCCS	23-24
		Truck Driving Attendance	26-Jul-23	13-May-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	23-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	23-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	23-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	23-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	15-Dec-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	15-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Nov-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Nov-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	12-Jan-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	12-Jan-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	12-Jan-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	22-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	22-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	22-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	23-Dec-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	22-Dec-23	HCCS	23-24
		Basic Control Skills	18-Dec-23	10-Apr-24	HCCS	23-24
		Basic Road Skills/Class A Award	18-Dec-23	10-Apr-24	HCCS	23-24
		Fundamentals of Truck Driving P	18-Dec-23	10-Apr-24	HCCS	23-24
		Truck Driving Attendance	18-Dec-23	10-Apr-24	HCCS	23-24
		Vehicle Inspection	18-Dec-23	10-Apr-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	23-Feb-24	28-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	23-Feb-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	28-Jun-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	27-Dec-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	26-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	28-Jun-24	HCCS	23-24
		Vehicle Inspection	27-Dec-23	23-Feb-24	HCCS	23-24
		Vehicle Inspection	26-Jul-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	28-Jun-24	HCCS	23-24
		Basic Control Skills	29-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Control Skills	31-Jan-24	31-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	31-Jan-24	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	7-Dec-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	7-Dec-23	31-Mar-24	HCCS	23-24
		Vehicle Inspection	31-Jan-24	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	8-Nov-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	8-Nov-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	14-Aug-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	25-Jun-24	28-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Jun-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	28-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	28-Jun-24	HCCS	23-24
		Vehicle Inspection	25-Jun-24	28-Jun-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	10-May-24	HCCS	23-24
		Basic Control Skills	1-Feb-24	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	10-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	1-Feb-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	22-Sep-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	22-Sep-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	10-May-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	10-May-24	HCCS	23-24
		Vehicle Inspection	1-Feb-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	19-Jul-23	22-Dec-23	HCCS	23-24
		Truck Driving Attendance	19-Jul-23	22-Dec-23	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	29-Apr-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-Apr-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving P	29-Apr-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	29-Apr-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	29-Apr-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	9-Oct-23	27-Oct-23	HCCS	23-24
		Truck Driving Attendance	9-Oct-23	27-Oct-23	HCCS	23-24
		Vehicle Inspection	9-Oct-23	27-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	20-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	20-May-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	27-Dec-23	20-May-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	20-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	13-Dec-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	13-Dec-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	10-Jan-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	10-Jan-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	10-Jan-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	10-Jan-22	2-Jul-22	CICA	21-22
		Basic Control Skills	19-Oct-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	19-Oct-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	19-Oct-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	19-Oct-21	1-Jul-22	CICA	21-22
		Basic Control Skills	7-Sep-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	7-Sep-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	7-Sep-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	7-Sep-21	12-Feb-22	CICA	21-22
		Basic Control Skills	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Control Skills	17-Mar-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Road Skills/Class A Award	17-Mar-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	17-Mar-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	17-Mar-22	2-Jul-22	CICA	21-22
		Basic Control Skills	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Control Skills	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	14-Feb-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	14-Feb-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Control Skills	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	CICA	21-22
		Truck Driving Attendance	28-Mar-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Control Skills	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	14-Feb-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	14-Feb-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Control Skills	27-Jan-22	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	27-Jan-22	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	12-Feb-22	CICA	21-22
		Vehicle Inspection	27-Jan-22	12-Feb-22	CICA	21-22
		Basic Control Skills	13-Dec-21	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	13-Dec-21	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	13-Dec-21	2-Jul-22	CICA	21-22
		Truck Driving Attendance	13-Dec-21	2-Jul-22	CICA	21-22
		Vehicle Inspection	13-Dec-21	2-Jul-22	CICA	21-22
		Basic Control Skills	6-Apr-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	6-Apr-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	6-Apr-22	2-Jul-22	CICA	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	6-Apr-22	2-Jul-22	CICA	21-22
		Basic Control Skills	6-Jun-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	6-Jun-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	6-Jun-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	6-Jun-22	2-Jul-22	CICA	21-22
		Basic Control Skills	8-Dec-21	16-Apr-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Dec-21	16-Apr-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Dec-21	16-Apr-22	CICA	21-22
		Truck Driving Attendance	8-Dec-21	16-Apr-22	CICA	21-22
		Vehicle Inspection	8-Dec-21	16-Apr-22	CICA	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-Aug-21	25-Sep-21	CICA	21-22
		Basic Control Skills	12-Jul-21	25-Sep-21	CICA	21-22
		Basic Control Skills	6-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	25-Sep-21	CICA	21-22
		Basic Road Skills/Class A Award	1-Mar-22	16-Apr-22	CICA	21-22
		Basic Road Skills/Class A Award	6-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	25-Sep-21	CICA	21-22
		Fundamentals of Truck Driving Plus	6-May-22	2-Jul-22	CICA	21-22
		Truck Driving Attendance	6-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	25-Sep-21	CICA	21-22
		Vehicle Inspection	6-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	6-Nov-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	6-Nov-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Control Skills	12-Jul-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	12-Feb-22	CICA	21-22
		Basic Control Skills	23-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	23-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	23-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	23-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	30-Nov-21	18-Dec-21	CICA	21-22
		Basic Road Skills/Class A Award	30-Nov-21	18-Dec-21	CICA	21-22
		Fundamentals of Truck Driving Plus	30-Nov-21	18-Dec-21	CICA	21-22
		Truck Driving Attendance	30-Nov-21	18-Dec-21	CICA	21-22
		Vehicle Inspection	30-Nov-21	18-Dec-21	CICA	21-22
		Basic Control Skills	8-Sep-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Sep-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Sep-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	8-Sep-21	12-Feb-22	CICA	21-22
		Basic Control Skills	26-Oct-21	1-Jul-22	CICA	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	26-Oct-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	26-Oct-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	26-Oct-21	1-Jul-22	CICA	21-22
		Basic Control Skills	12-Jul-21	18-Dec-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	18-Dec-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	18-Dec-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	18-Dec-21	CICA	21-22
		Basic Control Skills	12-Jul-21	14-Aug-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	14-Aug-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	14-Aug-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	14-Aug-21	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Sep-21	18-Dec-21	CICA	21-22
		Truck Driving Attendance	27-Sep-21	18-Dec-21	CICA	21-22
		Basic Control Skills	27-Sep-21	6-Nov-21	CICA	21-22
		Basic Road Skills/Class A Award	27-Sep-21	6-Nov-21	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Sep-21	6-Nov-21	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Sep-21	6-Nov-21	CICA	21-22
		Truck Driving Attendance	13-Sep-21	6-Nov-21	CICA	21-22
		Vehicle Inspection	27-Sep-21	6-Nov-21	CICA	21-22
		Basic Control Skills	12-Jul-21	4-Sep-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	4-Sep-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	4-Sep-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	4-Sep-21	CICA	21-22
		Basic Control Skills	3-Jan-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	CICA	21-22
		Truck Driving Attendance	3-Jan-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	3-Jan-22	2-Jul-22	CICA	21-22
		Basic Control Skills	8-Nov-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Nov-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Nov-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	8-Nov-21	1-Jul-22	CICA	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	CICA	21-22
		Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	13-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	13-Feb-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	3-Sep-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	3-Sep-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	3-Sep-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	3-Sep-22	CICA	22-23
		Basic Control Skills	3-Oct-22	25-Feb-23	CICA	22-23
		Basic Road Skills/Class A Award	3-Oct-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	3-Oct-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	3-Oct-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Control Skills	8-Aug-22	3-Sep-22	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	3-Sep-22	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	3-Sep-22	CICA	22-23
		Vehicle Inspection	8-Aug-22	3-Sep-22	CICA	22-23
		Basic Control Skills	1-Nov-22	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	1-Oct-22	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	1-Nov-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	1-Nov-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	1-Nov-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	1-Oct-22	CICA	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Control Skills	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	6-Aug-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	6-Aug-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Control Skills	11-Jul-22	29-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Mar-23	2-Jul-23	CICA	22-23
		Basic Control Skills	30-Jan-23	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	30-Jan-23	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	1-Jul-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	1-Dec-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	1-Dec-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	1-Dec-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	1-Dec-22	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	20-May-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Control Skills	8-Aug-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Control Skills	14-Nov-22	26-Nov-22	CICA	22-23
		Basic Control Skills	27-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	3-Oct-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Control Skills	22-May-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	22-May-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	26-Nov-22	CICA	22-23
		Vehicle Inspection	22-May-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	26-Nov-22	CICA	22-23
		Vehicle Inspection	8-Aug-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	30-Jan-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	19-Sep-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Control Skills	11-Jul-22	24-Dec-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	24-Dec-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	24-Dec-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	24-Dec-22	CICA	22-23
		Basic Control Skills	20-Jun-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	20-Jun-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	20-Jun-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	20-Jun-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	25-Feb-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	28-Jan-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	28-Jan-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	28-Jan-23	CICA	22-23
		Basic Control Skills	11-Jul-22	22-Apr-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Apr-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	11-Jul-22	22-Apr-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	22-Apr-23	CICA	22-23
		Basic Control Skills	28-Nov-22	22-Apr-23	CICA	22-23
		Basic Road Skills/Class A Award	28-Nov-22	22-Apr-23	CICA	22-23
		Fundamentals of Truck Driving Plus	28-Nov-22	22-Apr-23	CICA	22-23
		Vehicle Inspection	28-Nov-22	22-Apr-23	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	4-Oct-22	20-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	4-Oct-22	20-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	4-Oct-22	20-Oct-22	CICA	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	7-Aug-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	7-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	11-Sep-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	11-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	11-Sep-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	11-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	2-Oct-23	25-Nov-23	CICA	23-24
		Vehicle Inspection	2-Oct-23	25-Nov-23	CICA	23-24
		Basic Control Skills	13-Sep-23	16-Mar-24	CICA	23-24
		Basic Road Skills/Class A Award	13-Sep-23	16-Mar-24	CICA	23-24
		Fundamentals of Truck Driving Plus	13-Sep-23	16-Mar-24	CICA	23-24
		Vehicle Inspection	13-Sep-23	16-Mar-24	CICA	23-24
		Basic Control Skills	26-Feb-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	13-Apr-24	CICA	23-24
		Basic Control Skills	7-Aug-23	30-Sep-23	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	30-Sep-23	CICA	23-24
		Vehicle Inspection	7-Aug-23	30-Sep-23	CICA	23-24
		Basic Control Skills	22-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	22-Aug-23	2-Jul-24	CICA	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	22-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	27-Nov-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	27-Nov-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Control Skills	10-Jun-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jun-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jun-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jun-24	2-Jul-24	CICA	23-24
		Basic Control Skills	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	27-Nov-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	27-Nov-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	22-Jan-24	17-Feb-24	CICA	23-24
		Basic Road Skills/Class A Award	22-Jan-24	17-Feb-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	17-Feb-24	CICA	23-24
		Vehicle Inspection	22-Jan-24	17-Feb-24	CICA	23-24
		Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	30-Oct-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	30-Oct-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	5-Aug-23	CICA	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	10-Jul-23	5-Aug-23	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	5-Aug-23	CICA	23-24
		Vehicle Inspection	10-Jul-23	5-Aug-23	CICA	23-24
		Basic Control Skills	25-Mar-24	11-May-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	11-May-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	11-May-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	11-May-24	CICA	23-24
		Fundamentals of Truck Driving Plus	8-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	13-Apr-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Dec-23	16-Mar-24	CICA	23-24
		Basic Control Skills	26-Feb-24	8-Jun-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	8-Jun-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	8-Jun-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	8-Jun-24	CICA	23-24
		Basic Control Skills	10-Jul-23	23-Dec-23	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	23-Dec-23	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	23-Dec-23	CICA	23-24
		Vehicle Inspection	10-Jul-23	23-Dec-23	CICA	23-24
		Basic Control Skills	5-Sep-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	5-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	15-Apr-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	15-Apr-24	2-Jul-24	CICA	23-24
		Basic Control Skills	18-Mar-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	18-Mar-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	5-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	2-Sep-23	CICA	23-24
		Vehicle Inspection	18-Mar-24	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	CICA	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Control Skills	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	30-Oct-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	30-Oct-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	30-Oct-23	2-Jul-24	CICA	23-24

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 73 CICA #_____

Student ID #_[redacted]_ [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/7/21	10:15		Fail	
11/02/21	12:45		pass	

Date:	Lesson:	Rating:	Comments:
2/18/21			Student ready for DMV permit
9/20/21			working on skills
10/7/21			Student failed DMV brake test
10/13/21			~~Student failed skills test~~
10/28/21			Student pass DMV

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 155 CICA #_____

START DATE : 07/16/2021 / 10/18/21

Student ID #[redacted]

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/18/21				

Date:	Lesson:	Rating:	Comments:
7-16-21			Student is ready to take his pre-test
9/30/21			Student is still working on pre-test / skills
10/18/21			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union #1 CICA #_____

START DATE: ~~05/17/2021~~ 07-13-21

Student ID #_____

[redacted]

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
11/09/21	8:30		Cancel	216413756
10/04/21				216443753

Date:	Lesson:	Rating:	Comments:
7-13-21			Stevi does General Knowledge
9/10/21			Student working on pre-trip
9/24/21			canceld apt for an earlier next apt 10/6/21

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 185 CICA #_____

START DATE : 08/26/21 End Date : [redacted]

Student ID # [redacted]

[redacted]

9/7/21 12:45 = pass

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
				2154947533

Date:	Lesson:	Rating:	Comments:
9/10/21			Student Failed Driving Test
9/23/21			Pass w/ Traffic

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
6.14.19	8:30	WSac	Pas=	124815744

Date:	Lesson:	Rating:	Comments:
5/6 - 5/7	pretrip & Skills	4	Student is working on skills and brake test
5/22	Pret trip		Amazing
5/22	Brake test	4	Student is good still needs to touch up
5/22	Skills	3 1/2	Student still does encroachment
5/22	Road	0	Student is working on his road test.
5/24	Road	2	Brake test Good Driving needs work - focus less on shifting and more on road

HIGHLANDS
COMMUNITY CHARTER SCHOOL

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES
Accrediting Commission for Schools

2019

High School_____ Labor Union # 185

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
7/19/19	8:30	W San	Fail	130602857
7/23/19				
7/23/19	10:15	W San	Pass	

Date:	Lesson:	Rating:	Comments:
3/27/19			working on skills / need lots of time on the road
4/25/19			Student membership has expired with 185. ok'd by Linda
4/25/19	Skills		See sheet - student park out of cones. Failed to look
6/28/19			Student cleared 185
07/10-17/19	Prive test	3	Student is having a hard time remembering not to ride the clutch continues to get in the wrong lane when making left turns
			Brake test is good; pretrip is good skills is good.
7/19/19			Student failed pre-trip at the dmv - missed entire wheel and brakes
7/23/19			Pass DMV w/ Tiffany

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 1130

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
9/16/19	8:30	Tiffany	Fail	143858119
9/17/19	12:45	Dave	Pass	14344358

Date:	Lesson:	Rating:	Comments:
8/28/19			Student completed his pre trip and skills needs drive time
9/16/19			Student failed DMV test did failed direction of examiner
9/17/19			Student passed with flying colors

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 73

Name: [redacted]

DL# [redacted]

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
8/1/18	8:30	W Sac	fail	132502118
9/4	8:30	W Sac		140356584

Date:	Lesson:	Rating:	Comments:
6/-10-19			Student showed up for one day haven't been back since
3/19/19			Student is working on pre-trip
4.1./19			Student is works on skills
4/22	skills		Student is still working on skills test.
4/26/19			
7/8/19			Student completed pre-trip skills and road ready for DMV testing
8/1/19			Student Brake skill test passenger parallel — Tiffany

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

10/29/19 8:30 am

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
~~10/9/19~~	~~11:00~~		fail	155382666
10/30	10:15		pass	160652256

Date:	Lesson:	Rating:	Comments:
9/17/19			Student is working on his pre-trip
10/9/19			DMV appointment scheduled
10/21/19			Student is practicing new pre trip
10/29/19			student failed test did not pop both air brakes
10/30/19			student passed his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185 CICA #_____

Student ID # No check / No medical

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
12/18/19	8:30			Canceled

Date:	Lesson:	Rating:	Comments:
12/11/19			Student ~~test~~ needs drive more
12/11/19	Drive		Drive is good needs to look around more, Scheduled appointment for next week
12/18/19			missed appointment my fault

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
8:30	1-30-20			pass

Date:	Lesson:	Rating:	Comments:
5/24/19			Student got ins permit
8/20/19			No show
1/21/20			
1/30/20			pass / Class A award

HIGHLANDS
COMMUNITY CHARTER SCHOOL

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES
Accrediting Commission for Schools

2019

High School_____ Labor Union # 324 Martinez CICA #_____

Student ID # ~~74780~~ [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
2/11/20	8:30		Fail	
2/25/20	8:30	~~8:30~~ Christian	Pass	189334390

Date:	Lesson:	Rating:	Comments:
12/10/19			Student is ready to take his permit test
2/6/20	Prive test		Not speeding up/got in the wrong lane not the slow moving lane.
			unsafe lane change to close to front car
			Not shifting waiting to long to down shift, keeps chatting and, missed a sign, merged into lane without turning signal
			Crossed a solid white line from ftwy, shifts during turns
			Turn turn signal off too early
2-10-20			Student went two red lights and almost stopped on rail trucks
2-11-20	DMV Testing		Fail on skills test. could not back the truck straight
2/25/20	DMV test	Pass	Student completed his class got his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 1130 CICA #_____

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #

Date:	Lesson:	Rating:	Comments:
3/9/20			Student ready for permit testing
10/19/20			Student ready to take the test

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/23/19	9:30			203702212

Date:	Lesson:	Rating:	Comments:
11/14/19	DMV		Student ready for permit testing

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 185 CICA #_____

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
3/9/20	8:30			194 774 208
9/1/20	8:30		Pass	20135210

Date:	Lesson:	Rating:	Comments:
3/6/20	Drive		Student is ready to take DMV test

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 165 CICA #_____

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
4-7-21	8:30		PASS	2058827163

Date:	Lesson:	Rating:	Comments:
02/02/21			Student review for permit test
3/3/21	Drive	3	Student did good Still needs to get more training
3/25/21			Ready to
4/7/21			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 73 CICA #_____

Student ID #[redacted]

[redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
4/8/21	8:30	Christ.	Pass	

Date:	Lesson:	Rating:	Comments:
4/8/21	Driv	Pass	all

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 185 CICA #_____

START DATE : 08/02/21

Student ID #

[redacted]

01/07/22 @8:30

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
12/01/21	8:30	Paty	Fail	217907626
~~12/0~~				
12/29/21	10:15	Reschedule		21815078
12/17/21	10:15	pass		218373681

PH# : [redacted]

Date:	Lesson:	Rating:	Comments:
8/2/21			Student starts
8/30/21			Student has not been attending
11/02/13	Drive		Student is ready to take his DMV testing
11/16/21			Test drive was good. Student will used the rest of day to practice pre-trip and skills
12/01/21			Student failed not pumping full tank of air prior to restarting test
~~12/08/21~~			called and left a message
12/08/21			Kent test for getting in wrong lane.
12/17/21			1/07/22 pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 145 CICA #_____

START DATE : 08/02/21 End 11/30/21

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
11/30/21	8:30		Pass	21750783

Date:	Lesson:	Rating:	Comments:
8/3/21			Student [redacted] is studying
9/10/11			Student is working on Pretrip / Skills
11/02/21			Student is ready to take DMV test
11/6/21			Drive test is good. Student is more cautious.

Highschool VOA Scholarship Local 185

Enrollment Type

Name [redacted]	
DL # [redacted]	PH #
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Tiger Lilies $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
3.29.	8:30	wSac	pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Local 185

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : June 1 ~~8-16-16~~	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Vitek 50 a mile $1,300 - 1,700 a week	

[redacted]

DMV Appointments

Date:	Time:	City:	Results:
~~8~~			
8-8-17			pass

Date:	Lesson :	Rating:	Comments:
8-16-16	Apply Break test	1	Student need to study
8-16-16	Driving	2	student needs to learn the gears
8-16-16	Skills	OL	

HIGHLANDS COMMUNITY CHARTER SCHOOL

High School Labor Union # ✓

Last Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
10/19/18	8:30	WSac	pass	online

Date:	Lesson:	Rating:	Comments:
9/12/18	skills	3 1/2	needs more practice
9/13/18	Road	1	does not know where the gears are shifts to fast
9/14/18	Skill	2	Sherry approached 2 hand and wanted to harrass her about why and who she is
9/17/18	Skills / Parking & Brake test	1	Brake test missed to push the whole test / skill test is good
9/17/	Skills / Brake test		
10/15/18	Parking Skills Brake test		Student does not pay attention to Sign on road. Does not look when turning
10/16/18	Skills	4	Student needs to learn to use mirrors when backing.
10/19/18	DMV exam		pass class "A"

Highschool VOA Scholarship

Enrollment Type

Local 18s

Name [redacted] 02/24/65	
DL # [redacted]	PH # [redacted]
Start Date : 5/4/18	Permit Date : may 17. 2018
Finish Date: 8/7/18	
CM & Ph #	
Employment Info : Local 18s $28 hour	

DMV Appointments

Date:	Time:	City:	Results:
~~8/7/18~~	~~12:45~~	~~wSac~~	~~Pass~~
8/7/18	12:45	wSac	Pass

Date:	Lesson :	Rating:	Comments:
7/10/18	Driving test	4	
7/10/18	pre trip & skills	4	
	Schedule an Dmv appointment		
7/16/18	Road test	4	Braking / Hwy Signs
7/17/18	Road test	4	Asked Student to get lighter shoes/Brakes hard Through Student drive good easy parts/need more practice
7/19/18	Road test	4	
8/7/18	Dmv testing	5	Pass

Highschool VOA Scholarship

Enrollment Type

Name [redacted]	Local 185
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date : 3.6.18
Finish Date:	
CM & Ph #	
Employment Info : local 185 $28+	

DMV Appointments

Date:	Time:	City:	Results:
8/31	8:30	W Sac	Pass

Date:	Lesson :	Rating:	Comments:
6/18/18	Pre trip	4	Needs to work on air brake
7/16/18	Skills / pretrip	4	needs to slow down on skills
7/17/18	Road test	3	Does not pay attention to signs / brakes harsh
7/18/18	Road test	3	some mistakes as yesterday
7/19/18	Road test	3	Student has had hard paying to the surroundings
8/31/18	Dmv test	5	Pass
8/1/18	start 8 speed training		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type Local 185

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : [redacted] 2.12.18	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : local 185 $28+	

DMV Appointments

Date:	Time:	City:	Results:
4/11/18	12:45	WSA	pass

Date:	Lesson :	Rating:	Comments:
2.1.18	Start date		
4.11.18	~~Start~~ End date		~~DMV exemination~~ ~~Exeminor was David~~
			Exeminor was David pass first time

HIGHLANDS COMMUNITY CHARTER SCHOOL

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 1565

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
2/7/19	8:30	WSAC	Pass	101751706

Date:	Lesson:	Rating:	Comments:
1-10-19			Student attends orinatation has not been back since
~~1-14-19~~			Student is working on pre-trip inspection
1-21-19			Student is working on skills
1-24-19			Student is working on drive test
1-25-19 ~~-125~~			Drive test
1/24/19	Drive	4	Student still needs practice shifting, Gets into a wrong gear
2/7/19			DMV Test & Class A award

Highschool VOA Scholarship

Enrollment Type

[redacted]

Name [redacted]	
DL # [redacted]	PH # ~~(915)~~ 510-697-3989 [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info :	

DMV Appointments

Date:	Time:	City:	Results:
9/6/80	8:30	wsac	fail
9/13/18	10:15	wsac	fail
9/27/18	8:30	wsac	fail
2/5/19	8:30	wsac	Fail

Date:	Lesson :	Rating:	Comments:
8/6/18	Student is working on pretrip	3	
8/10/18	pretrip is going well need to work on break test	3	
8/13/18	student is working on skills	3	needs to work on pretrip
8/16/18	Skills	4	need to work on brake test
8/20/18	Skills / Pretrip	3½	Skill has improved need brake test
8/23/18	Skills / Pretrip	4	need to work on brake test
8/25/18	Skills	5	Pass
8/28/18	Brake test	3	Fail on apply leak and pop out test
9/13/18	Student forgot what lane to be in when making a right turn.		fail the test
1-10-19		5	waiting on DMV drive test appointment
21-29 2019	Drive / skills and pretrip	4½	all week Rehearsal waiting for DMV test

HIGHLANDS COMMUNITY CHARTER SCHOOL

2/5/19 DMV pretrip Fail Student forgot all pretrip

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/6/19	8:30	wSac	Fail	108296305
3/20	8:30	wSac	Fail	112200454
3/29	8:30	wSac	Pass	114559191

Date:	Lesson:	Rating:	Comments:
2/6/19	Practice test		Student will demastract permit test. Given Air/combo
2/21/19	Road		Student is given a check good to go
2/22/19	Brake test Road	1	Student is a good drive needs to work on brake test - fail) 2X
3/6/19	Braked Drive		Student passed all tests ready to go to dmv testing
3/8/19	DMV Testing		Student failed his pretrip inspection. with Tiffany
3/21/19			Fail- Student made unsafe turn.-
3/28/19			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/19	12:45	W Sac	Pass	H1 319872
3/12	8:30	W Sac	Pass	

Date:	Lesson:	Rating:	Comments:
3/6/19	Skills		Student needs to learn how to brake correctly.
3/5/19	Drive		Student has a hard time stopping correctly needs to work on braking Student practiced w. Jr Tiffany
3/19/19			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

High School

Labor Union # 185
5001181

Last Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/19	9:30		Pass	11138839

Date:	Lesson:	Rating:	Comments:
11/27	Pre-trip		Student starts his first day
1-10-19			Student has not been showing up to class
3/1/19			Student passed his pre-trip and skills test.
3/6/19	DMV Road test		Student is working on his road skills
3/19/19	DMV final test		Pass Student completed w/ distinction class A requirements

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
4/5/19	12:45	DSA	Pass	

Date:	Lesson:	Rating:	Comments:
3/15/19	Pre trip		Pass
4/5/19			Pass / A-Class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

Page 2

High School_____

Labor Union # 185

[redacted]

PH# :_____

DMV Appointments

Date:	Time:	Location:	Result:	Conf #

Date:	Lesson:	Rating:	Comments:
4.12.19	skills	5	Student has completed skills test
4.15 to 4.25	Road		Student has a hard time shifting Student needs to look more in the mirrors and has a hard time naming road signs.
4/29/19	Dmv exam		Student failed to push trucker and trailer brake test
5/7/19	dmv testing		Pass Student completed full course

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Swift
$1200 week

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

4-29-19 DMV Appointments

Date:	Time:	Location:	Result:	Conf #
~~4/8/19~~	1:15	USac	Fail	11 7880628
5/7/19	8:30	USac	Pass	120877651

Date:	Lesson:	Rating:	Comments:
3/4/19			Student has completed all book work ready to permit testing
3/4/19	Dmv permit testing	4	→ student passed all test except air brake test
			student will continue training until passes full all tests
3/19/19			Student working on pre-trip
3/21/19	Pre-trip	4	need more work
3/27/19	R		working on Brake test
3/29/19	Pre-trip test		need to start working on truck
		2	→ Failed & missed the entire S wheel, skipped trailer air system failed on tires.
4-10-19	Drive test		Student needs to work on downshifting
4-11-19	Drive test		Student is doing better than yesturday

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 95

[redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
5/3/19	8:30	W Sac		Pass

Date:	Lesson:	Rating:	Comments:
5/13/19			Student is working on skills test
5/31/19			Pass / ~~Fail~~ Got his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 183 CICA #_____

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
7-20-21	12:45		Fail	214123665
~~8/23/21~~	~~8:30~~			214604571
8/10/21	10:15		pass	214629937

Date:	Lesson:	Rating:	Comments:
4/29/21			Student ready to take test
7-13-21			Student ready to take test
7/28/21			Student stopped on a green light turn signal
8/10/21			Pass

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 189 CICA #_____

Student ID #_[redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
3/26/21	8:30			207551981
3/17/21				

Date:	Lesson:	Rating:	Comments:
02/24/21			pre-trip
3/3/21			Prior test needs [illegible]
3/26/21			Fail pre-trip test
3/17/21			April 2 pre-trip

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union #✓ CICA #_____

Student ID #[redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/13/20		Andy	pass	

Date:	Lesson:	Rating:	Comments:
10/12/20			Skills are excellent
10/13/20			Student pass all requirement

HIGHLANDS
COMMUNITY CHARTER SCHOOL

High School_____ Labor Union # ✓ CICA #_____

START DATE : 3-13-23 Grad Date : _____

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #

Date:	Lesson:	Rating:	Concerns
7/6/23			Student completed his behind the wheel training
Graduated			

~~[redacted]~~ HS

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : 4.6.16	Permit Date : 4.6.16
Finish Date:	
CM & Ph #	
Employment Info : Sac disposal $24	

DMV Appointments

Date:	Time:	City:	Results:
9			pass

Date:	Lesson :	Rating:	Comments:
8.3.4	Driving	—	Beginner
6.2.16	Driving	4	Student has improved ~~[illegible]~~
2.1.16	Skills / Driv test	3	Student needs to be more aware of surroundings

HCCS – TD, HS, LU 185, Sch

Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Comments/Employment info: ?	

DMV Appointments

Date:	Time:	City:	Results:
10-4-16	7:30	Sac	Fail
			pass

Date:	Lesson :	Rating:	Comments:
9.6.16	Air brake test	4	needs practice on backing
10.4.16	DMV Stand by		student failed pretrip. forgot all lights functions

HCCS – TD, HS, LU 185, Sch
Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : May 3 2016	Permit Date : July 1 2016
Finish Date:	
CM & Ph #	
Comments/Employment info: ?	

DMV Appointments

Date:	Time:	City:	Results:
10.14.16	8:30	Vissalia	Pass

Date:	Lesson :	Rating:	Comments:
8.16.16	Showing Break leak test	0	[redacted] beginner
9.6.16	Applying leak test		

NOA

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : 4.1.16	Permit Date : 4.26.16
Finish Date:	
CM & Ph #	
Employment Info : ~~Uber~~ transport SHR $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
8.25.16	8:30	WSac	pass

Date:	Lesson :	Rating:	Comments:

VOA

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : 11.2.15	Permit Date : 12.18.15
Finish Date: 5.1.16 with class A	
CM & Ph #	
Employment Info : Les Schwab tires Attending Arc mechanics class MCCS	

DMV Appointments

Date:	Time:	City:	Results:
5.16.16	8:30	WSac	Pass

Date:	Lesson :	Rating:	Comments:
11.10.15	Drive		Student is constantly complaining about ~~[illegible]~~ how good he is.
12.8.15	DMV test - Failed		Student didn't want to pass. Said he like our program to much
1.3.16	DMV test - Failed		Student blamed everyone except the cute DMV women.
1.5.16	Skills test		Student does not know where his trailer is Said he thought he left it around the block

Scholarship
Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date: 7-27-16 w/class A	
CM & Ph #	
Employment Info : 5hr transport $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
7-27	8:30	Yuba	Pass

Date:	Lesson :	Rating:	Comments:

Local 185

Enrollment

Name [redacted]	
DL # [redacted]	PU # [redacted]
Start Date : Jun 1 2016	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Night Transport $1,500 a week	

DMV Appointments

Date:	Time:	City:	Results:
9.8.16	8am	Sac	P/A 45

Date:	Lesson :	Rating:	Comments:
8.15.16	Driving / morning	3	
8.15.16	Driving / evening	4	Student is doing alot better
8.16.16	Appt. leakage test	3	Student needs to study the numbers
8.16.16	Driving test	4	Student is still needs practice on turns

Highschool VOA Scholarship

Enrollment Type

pg 2

Name [redacted]	
DL # [redacted]	PH #
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Transport to $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
2/27/18	12:30	WSAC	pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship Local 185

Enrollment Type

Name [redacted]	
DL #	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Local 185 $28	

DMV Appointments

Date:	Time:	City:	Results:
12/18	8:30	wSac	pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship
Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info :	

Failed his pretrip or his test brake student was going to first

DMV Appointments

Date:	Time:	City:	Results:
6.21.17	8:30	wSa	fail
7.21.17	8:30	wSac	fail
8.17.	8:30	wSac	fail
10.17	8:30	wSac	fail
10.24	10:15	wGa	fail

Date:	Lesson :	Rating:	Comments:
6.21.17	Student fail pretrip missed a lot of parts		
6.24.17	~~Student~~ Reviewed all at pretrip and drive test		
	~~St~~ Needs to pay more attention to signs		
7.21.17	Student fail to name		
	all truck part fail DMV test		
8.17.17	Student failed missed		
	s wheel ~~and~~ on truck		
9.1.17	Student is retaking		
	permit test		
10.16.17	student completed his ~~requirements~~ pretrip / skills and road / schedule DMV test		
	student is having a hard time paying attention to signs / ride clutch		
10.18.17	when downshifting Road test / DMV test	3/2	Student rides clutch ~~St~~ got in wrong lane fail test
10.19.17	Road test		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Vitek 48 $ a mile $1,100 - 1,700 a week	

DMV Appointments

Date:	Time:	City:	Results:
7-20-17	8:30	W Sac	pass

Date:	Lesson :	Rating:	Comments:
10/18/19	V.tek 54 $ per mile		

HIGHLANDS COMMUNITY CHARTER SCHOOL

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To inspire each student to extraordinary achievement every day

October 3, 2024

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Complaint/Request for Information for CTE Truck Driving Program

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCS allows non-students to participate in the CTE Truck Driving certification courses. The complaint alleges that the non-student participants are "friends of a former board member named Doyle Radford."

Actions Needed:

- Please respond to the allegation regarding non-students' enrollment in the CTE truck driving program.

- Provide the District with a copy of all CTE Truck Driving Certificates of course completion issued by HCCTS for the 2021-22, 2022-23, and 2023-24 years.

- Provide the District with any spreadsheets or historical documentation which delineates students verses non-students receiving CTE Truck Driving Certificates of course completions for the 2021-22, 2022-23, and 2023-24 years.

- Provide the District with rosters of all individuals enrolled in the CTE Truck Driving program for the 2021-22, 2022-23, and 2023-24 years.

The District requests that HCCTS respond to this follow-up request for information by no later than **5:00 PM on November 1, 2024.** Thank you for your attention to this correspondence and your anticipated cooperation.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

From: Sharilyn.Warta
To: Lindsay Curtis
Subject: RE: HCCTS Truck Driving Program
Date: Tuesday, September 24, 2024 8:24:00 AM
Attachments: image002.png
image003.png
image001.png
image004.png

Good Morning,

Thank you for sending the document and for encouraging the individual to reach out.

Have a wonderful day.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Monday, September 23, 2024 9:49 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: Re: HCCTS Truck Driving Program

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Attached is a pdf version of the roster. I hope it helps with any investigation you are able to enact. I will try and encourage the source to come forward to you directly.

Many thanks,
Lindsay

On Mon, Sep 23, 2024 at 9:51 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,

Thank you for following up. Documentation of the CTE Truck Driving participants is welcomed. Please feel free to send anything that would pertain.

While we respect the desire and rights of individuals to remain anonymous, we do encourage people with information to talk to us so that a complete and thorough investigation can be conducted. But, as I stated, we understand the desire to remain anonymous.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Sunday, September 22, 2024 10:12 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Truck Driving Program

Good day, Shari.

In regards to our conversation last week about the CTE Truck Driving program at Highlands Community Charter and Technical Schools, I was wondering if a list of names would help, along with their affiliation: Highlands student, law enforcement, or union member. Unfortunately, Only Highlands students have last names listed, along with student ID numbers. For the latter two categories, those spaces are blank.

I recently got in touch with someone who wishes to remain anonymous and they sent me the current list, titled "Unofficial Class A Awards," with a list of names, categorization/affiliation, and when the person "graduated" from the program. It is an updated list of the list I told you I saw. From this list of 31 people, it does not appear that they are all Highlands students.

Is this something that will help you in your investigation? My concern is only that Highlands will be able to manipulate the data in some way, which we have known them to do.

Thank you again for your concern to this matter.

Sincerely,
Lindsay Curtis

From: Sharilyn.Warta
To: Lindsay Curtis
Subject: RE: HCCTS Truck Driving Program
Date: Monday, September 23, 2024 8:51:00 AM
Attachments: image002.png image003.png image001.png image004.png

Good Morning,

Thank you for following up. Documentation of the CTE Truck Driving participants is welcomed. Please feel free to send anything that would pertain.

While we respect the desire and rights of individuals to remain anonymous, we do encourage people with information to talk to us so that a complete and thorough investigation can be conducted. But, as I stated, we understand the desire to remain anonymous.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Sunday, September 22, 2024 10:12 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Truck Driving Program

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

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Sincerely,
Lindsay Curtis

Unofficial Class A Awards				
SID#	**Name**	**School**	**Start Date**	**Grad Date**
[redacted]		HCCS	11/14/22	5/12/23
		Law Enforcement	8/8/22	6/12/23
		CICA		**6/13/23**
		CICA	9/19/22	6/21/23
		HCCS	12/1/22	6/22/23
		CICA	7/11/22	6/26/23
		Local 185	2/21/23	7/12/23
		Law Enforcement		7/28/23
		HCCS		8/16/23
		Scholarship	7/3/14	8/18/23
		HCCS	2/27/23	8/23/23
		HCCS	12/1/22	9/13/23
		HCCS	12/7/22	9/22/23
		Law Enforcement		9/29/23
		HCCS	3/17/23	11/30/23
		Law Enforcement		1/17/24
		Law Enforcement		1/18/24
		Law Enforcement		1/19/24
		Local 185		1/24/24
		HCCS	1/18/23	2/26/24
		Local 185		2/29/24
		Local 186		3/28/24

[redacted]	HCCS	9/18/23	4/10/24
	HCCS	10/3/23	4/12/24
	HCCS	1/12/24	4/24/24
	Law Enforcement		4/25/24
	HCCS	5/29/24	4/29/24
	HCCS	12/27/23	5/1/24
	HCCS	7/26/23	5/20/24
	HCCS	12/5/22	6/14/24
	CICA		6/25/24
	CICA	1/23/23	7/17/24
			Total=32

HIGHLANDS
COMMUNITY CHARTER SCHOOL

June 22, 2018

Delivery by Email: steve.martinez@twinriversusd.org
Bill.McGuire@twinriversusd.org

Steve Martinez, Ed. D., Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan, CA 95652

Re: Highlands Community Charter School Response to Fiscal Crisis & Management Assistance Team Report

Superintendent Martinez:

The purpose of this letter is to respond to the Fiscal Crisis & Management Assistance Team's (FCMAT) report issued on June 7, 2018 to the Highlands Community Charter School Board by Sacramento County Office of Education Superintendent Gordon.

The Highlands Community Charter School Board of Directors and its Executive Director would like to express our ongoing commitment to work in close partnership with the Twin Rivers Unified School District (TRUSD) in an open and transparent way. This will benefit each and every student and immediately address any concerns the District may have. As with every response provided to FCMAT initially, Highlands Community Charter School (Highlands) takes FCMAT's report very seriously and will continue to have a strong commitment to address these concerns to the complete satisfaction of the District.

As anticipated, FCMAT found no evidence to demonstrate that fraud or misappropriation has occurred in any area of Highlands' operations, including student enrollment, support of students with disabilities, ADA, instructional minutes and days, avoidance of standardized tests, conferrals of diplomas, charging fees, or operating multiple sites. However, FCMAT identified areas in internal policies, procedures, and practices that may need enhancements to ensure full compliance.

Highlands has prepared this formal response addressing FCMAT's recommendations and findings which will include our corrective actions taken to date and future proposed remedies.

Highlands Community Charter School's responses, adjustments or corrections to FCMAT's audit summary report recommendations found on (pg. 49) are delineated in order as presented.

- **Violation of HCCTS' charter by serving students outside the parameters listed in the charter**

  The Audit Report states that for the three school years at issue in this audit, FCMAT identified a total of 51 students over who had been admitted to the school at the age of 21, and 29 students who had been admitted holding a U.S. high school diploma, meaning that 80 students who were served by Highlands were outside the parameters listed in the Highlands charter. (Audit Report, pg. 13.) Across those same three years, Highlands' cumulative enrollment was nearly 5,663 students, meaning that those students served by Highlands that were outside the parameters of the charter represented approximately 1.4% of Highlands' cumulative enrollment over this period. Moreover, although the charter indicated that "Highlands Community Charter School shall admit all students it is legally allowed to serve, who meet the exclusive WIA agreement requirement of being age 22 or older, and who submit a timely application," (Highlands Charter, pg. 24), the charter also provides that "HCCS expects to serve a combination of youth and adult students, with the 20 to 45 year old age group making up the greatest percentage of learners." (*Id.*, pg. 47). Therefore, it is inaccurate to assert that by admitting 51 students to the charter school at age 21, HCSS was truly "serving students outside the parameters listed in the charter." If these 51 students are removed from the calculation, the number of students served by Highlands that were outside the parameters of the charter would represent approximately 0.5% of Highlands' cumulative enrollment over this period. Highlands submits that such low percentages do not constitute a "material" violation of a condition or standard of Highlands' charter.

  Even more fundamentally, the revocation provisions of Education Code section 47607 are strictly *forward*-looking, in that they specifically provide for a process by which a charter authorizer must give notice of the alleged violation of its charter, and the charter school must be given an opportunity to remedy the violation. (Ed. Code section 47607, subd. (c)-(e).) In short, under California law a charter cannot be revoked, *ex post facto*, for a violation of the charter petition that has already been

remedied at the time of proposed revocation. Therefore, even if Twin Rivers were to conclude that the provision of services to these 80 (or 29) students constituted a "material" violation of Highlands' charter, such a conclusion would only *begin* the revocation process. Since Highlands had already-- *prior* to the issuance of the Audit Report—ended its practice of serving any pupil under 22 and/or in possession of a high school diploma, Highlands' charter cannot be revoked for the historical practice, noted in the Audit Report, of admitting a small number of students under 22 years of age or in possession of a high school diploma.

- **Whether the partnership agreement was entered into with the correct entity and whether serving students outside of the terms of the petition and partnership violates the requirement for an exclusive partnership and whether that also causes violations of its petition in light of the ruling in the *Grossmont* case**

FCMAT's Assertion that Highlands Did Not Provide Instruction "Exclusively in Partnership" with WIOA

Both Education Code section 47612.1, subdivision (a) (relied upon by Highlands as an exception to the requirement of Education Code section 47612 that apportionment funding may be drawn for a pupil over 19 years of age only if that pupil is continuously enrolled in public school and makes satisfactory progress toward the award of a high school diploma) and Education Code section 47605.1, subdivision (g) (relied upon by Highlands as an exception to the geographic restrictions of Education Code section 47605, subdivision (a) restricting a charter school's choice of facilities locations to the boundaries of its authorizing district) require that any charter requiring on the exceptions in question must "provide[ ] instruction exclusively in partnership with" (among others) "[t]he federal Workforce Innovation and Opportunity Act (29 U.S.C. Sec. 3101 et seq.)" ("WIOA"). In the Audit Report, FCMAT concludes that Highlands may not have provided instruction "exclusively in partnership" with WIOA due to the fact that the partnership agreement entered into between Highlands and Greater Sacramento Urban League ("GSUL") (a WIOA provider) specified that "[s]tudents must meet following conditions for enrollment with HCCTS charter schools…[t]hey must not possess a U.S. High School Diploma [and] [t]hey must be age 22 or older." (Audit Report, pg. 15.) Specifically, the Audit Report provides that:

"FCMAT believes that HCCTS is not operating exclusively in partnership with GSUL, because it has enrolled and served

students outside the terms of the partnership agreement and is therefore not entitled to exemption from the provisions of EC 47612.1 [sic] regarding continuous enrollment and satisfactory." (Audit Report, pg. 17; see also pg. 22, incorporating by reference this analysis to the Education Code section 47605.1, subdivision (g) inquiry).

As an initial matter, Highlands notes that the inquiry under both section 47612.1, subdivision (a) and section 47605.1, subdivision is not (as FCMAT states) whether a charter school is "*operating* exclusively in partnership with" WIOA but rather whether the school "*provides instruction* exclusively in partnership with" WIOA. The difference in language, though subtle, is critical; the actual language of these statutes root the analysis in the manner of instruction provided as part of the partnership, not in any other aspect of the partnership between a charter school and a WIOA provider partner- for example, the age and diploma status of the pupils served by the charter school.

In this connection, it is worth considering that the *Grossmont Union High School District v. Julian Union School District, et al.* (San Diego Cty, 37-2015-000333720-CU-WM-CTL) ("*Grossmont*") decision (cited in the Audit Report on page 13) held that with respect to the question of whether instruction is provided in "exclusively in partnership" with WIOA "[w]hat is deemed critical in section 47605.1, subdivision (g) is the type of instruction provided, not the status of the students. Although the *Grossmont* decision is binding only on the defendants in that specific case (and not on other litigants in California generally or even San Diego County specifically, as mistakenly suggested in the Audit Report), insofar as FCMAT relied on the *Grossmont* decision to guide its analysis of whether Highlands has provided instruction "exclusively in partnership" with WIOA, it should be noted that the *Grossmont* decision actually **supports** Highlands' claim that it was providing instruction "exclusively in partnership" with WIOA. Specifically, the Audit Report does *not* find that the type of instruction provided to 21-year old students and those already possessing a high school diploma differed in any way from the instruction provided to other students at Highlands, and does not find that in providing educational services to these 80 students Highlands violated or otherwise operated outside those provisions of the Highlands-GSUL partnership agreement relating to the provision of instruction. In emphasizing the status of students (specifically their age and their possession of a high school diploma) in order to resolve the question of whether Highlands provided instruction "exclusively in partnership" with

WIOA, FCMAT has applied an interpretation of Ed. Code section 47605.1, subdivision (g) that runs directly counter to the *Grossmont* decision.

Moreover, for FCMAT's theory that a violation of any term of the charter school-WIOA provider partnership agreement means that any performance under the agreement that fails to meet any term of the agreement is not provided "in partnership" (thus compromising the "exclusive" partnership), one would have to accept a theory of contracts at variance with generally accepted contractual principles under law. For one, it is black letter law that a breach of contract, no matter how serious, does not by itself terminate, cancel or otherwise void a contract. Rather, a material breach empowers the non-breaching party to *choose* among a number of remedies, one of which is to simply ignore the breach and continue to treat the contract as binding. This makes practical sense; there are a great many "breaches" of an agreement that, although technically "in violation" of the language originally included by the parties nevertheless do not harm the non-breaching party and may even be seen as desirable by the non-breaching party. The law defers to the wishes of the non-breaching party and does not impose upon that party a remedy (for example, termination) that the party has not chosen for itself. If the non-breaching party does indeed ignore the "breach" and continue to treat the contract as binding in all respects, any subsequent contract performance, by either party, remains performance conducted pursuant to and under the terms of that contract. In a partnership agreement, that would mean all subsequent performance remains performance conducted "in partnership" unless and until the non-breaching partner seeks some other remedy.

Further, the facts are that Highlands **does** provide all of its students with instruction in partnership with WIOA. Highlands is the recipient of a WIOA Title II grant[1], which funds educational services in one or more of three core workforce areas: 1. Basic education; 2. Career technical education; and/or 3. English language development. Since the inception of Highlands, every student, **without exception,** has received educational services in one or more of those areas. SETA, for its part, is mandated by the provisions of WIOA to work with Highlands as a Title II grant recipient, in regard to such services. Highlands has also engaged with other WIOA agencies, such as Lao Family, Asian Resources and La Familia, to provide access to such educational services, in the same manner as with GSUL.

[1] It should also be noted that as a Title II grant recipient, HIGHLANDS itself is a WIOA provider.

In sum, all students at Highlands do receive educational services in partnership with a WIOA provider. To the extent that Highlands enrolled a small number of students who did not meet the specific parameters set forth in the partnership agreement between Highlands and GSUL, that does not change the nature of the services provided. GSUL could have sought an appropriate remedy by, for example, refusing to serve those pupils or seeking a termination of the agreement. GSUL did not do so, and continued to operate under the terms of the agreement (even with respect to those pupils), thereby continuing to provide instruction "exclusively in partnership" with Highlands.

FCMAT's Assertion that Highlands Did Not Enter into a Partnership with the Correct Entity

FCMAT suggests that perhaps Highlands did not enter into a partnership with the correct entity, yet also acknowledges that even the one archived CDE "Suggestions for Successful Partnerships" (the title of which clearly indicates that it is an advisory document, not a mandatory rule) it was able to find on this point does not address adult charter schools. Additionally, FCMAT notes that although the California Workforce Investment Board ("CWIB") instructed Highlands to seek an agreement with Sacramento Employment and Training Agency ("SETA"), SETA in turn directed Highlands to seek a partnership with GSUL. In short, FCMAT suggests that Highlands should have attempted to force upon SETA a partnership that SETA did not want and refuse a partnership with an entity that *did* indeed wish to enter such a partnership—a partnership that was, moreover, encouraged by SETA itself. Highlands respectfully suggests that in this regard FCMAT presents an unrealistic understanding of how lasting, successful, and universally beneficial partnerships are formed.

Moreover, it remains unclear why FCMAT believes Highlands would be required to follow the directive of SWIB that Highlands partner with SETA, yet not expected to follow (and, indeed, was expected to *ignore*) the directive of SETA that Highlands partner with a one-stop career center or American job center like GSUL.

FCMAT's Assertion that Highlands Violated its Petition by Not Specifically Stating that it Would be Operating at Particular Locations Pursuant to the Exception of Ed. Code section 47605.1, subdivision (g)

FCMAT states that Highlands may have violated its charter by failing to identify in its charter the out-of-district locations at which it was to operate, and to clearly specify that it would so operate pursuant to Education Code section 47605.1, subdivision (g). However, no provision of law requires that Highlands do so.

FCMAT cites to the *Grossmont* decision for this supposed requirement, but both the *Grossmont* decision and *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262 (the appellate decision on which the *Grossmont* decision was based-- see Audit Report pg. 22) concerned only the geographic restrictions on charter school *operations* and did not concern the question of what information must be included in a charter school petition. (*Anderson*, supra 4 Cal.App.5th at 283, fn. 7 ["AUHSD contends the Cottonwood Resource Center is barred because SSHS may not establish a location that is not identified in its charter. Because we have resolved the issue presented by the parties under the Charter Schools Act, we need not address this alternative contention."].)

- **Irregularities in instructional days**

  FCMAT correctly pointed out that all schedules and tracks met the instructional minutes and instructional day requirement. However, FCMAT discovered the instructional course offering Cosmetology program did not meet the instructional day requirement (Schedule K). One student failed to meet the instructional day requirement. FCMAT reported this to the Highlands' Executive Director who immediately implemented changes to correct the condition which was an administrative oversight.

  FCMAT referenced the potential error for all prior school years up to and including 2016-17 in the Cosmetology program. However, the Cosmetology program did not start until school year 2016-17.

  To ensure full compliance with all attendance accounting requirements, Highlands will work in collaboration with our independent audit firm to thoroughly review our compliance with minimum instructional minute/day requirements for the current and prior fiscal years, and we will prepare and submit any revised attendance forms required by our auditor.

- **Questionable acceptance for participation in ASAM**

FCMAT called into question whether the 70 percent threshold for Alternative Schools Accountability Model (ASAM) eligibility had been reached.

Highlands' board approved the ASAM Alternative Application on March 4, 2015 and was signed by the board president. On March 10, 2015, TRUSD Superintendent signed the application and forwarded to the California Department of Education (CDE). It was received on March 17, 2015 and approved on March 24, 2015. Subsequently, the CDE approved Highlands' new Dashboard Alternative School Status (DASS) commencing in the fall 2017 through the fall of 2019. DASS replaced ASAM effective school year 2017-18. In both application processes, Highlands, TRUSD and CDE have complied with the application data and procedural processes.

- **Inconsistent use of CASAS testing, which was the system identified as HIGHLANDS' alternative testing system in the ASAM program**

  The use of CASAS testing is a standard practice for most schools serving adults in California. Also, WIOA mandates the use of CASAS for reporting skill attainment for adult participants. FCMAT correctly reported Highlands has had inconsistent application of the test. Highlands has made a significant organizational commitment to correcting this issue. Each school year Highlands has shown substantial growth in tests administered. Over the last two school years, Highlands has hired three additional proctors and a lead proctor. Additionally, all site clerical administrative staff have been CASAS certified. These commitments will ensure compliance with DASS requirements. We welcome any input from TRUSD and will work collaboratively with TRUSD to incorporate any additional necessary changes.

- **Course outlines not approved by the HCCTS board yet used by the charter as credit toward the award of diplomas**

  Highlands' staff and administrators did report the outlines were being updated and would be presented for Board approval. Highlands is updating the course outlines as part of the process of adopting new curriculum and also updating our school wide learner outcomes as part of our Western Association of Schools and Colleges (WASC) self-study. Several outlines have been updated and were ready to go to the board for adoption in December of 2017, however, a decision was made to hold off on the adoption until needed updates pursuant to our WASC self-study were approved, which would also require further updates be completed. At the writing of this response, the expected date of our completion of the

self-study is December 2018. Our expectation is that academic outlines will be brought to the board for adoption early in the fall of 2018.

Although Highlands' course outlines have not been approved by its Board of Directors, at this time, they have been reviewed and approved by the Administration and Academic Leadership. Also, as an adult serving charter, we presently do not offer college prep A-G courses.

- **Lack of verification or data to support attainment of student skills and knowledge, and permitting subjective decisions, potentially subject to personal biases, about skills and knowledge attained**

FCMAT stated that evaluation is based upon a "variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolio." While it is true that course completion does not include an end of course evaluation such as a standardized test for each course, this does not necessarily mean the decisions made regarding skills, knowledge, or course completion are necessarily subjective. As was explained to FCMAT, the academic courses do have formative assessments that have been aligned to the state standards for the various units of study for the academic courses. For example, the U.S. History course has several standard aligned units of study, each of which has a school wide, formative assessment tool that is used as part of the completion process. As our students are a very mobile group, the staff decided to be sure we were using a more formative assessment as part of the assessment process throughout smaller units as a basis for some of the skills assessment. In this manner, we have one form of assessment that we can use to indicate proficiency for smaller units in a course. FCMAT did not ask to see any of these assessments.

In addition, these formative assessments are only one measure of assessment. As was quoted in the course outlines, evaluation measures include a variety of measures such as projects, teacher evaluations, work samples, etc. The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. In fact, one of the primary roles of providing instruction is to evaluate the student's proficiency and skills acquisition.

Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits. If it were, each high school and adult school across the state would be required to have every student pass a standardized course completion exam before the teacher issues credits for the course and that is clearly not the case. In fact, a survey of various local districts' course outlines will show these districts all include multiple measures in their course outlines as part of their course evaluations.

- **HIGHLANDS' use of CASAS testing results alone to determine whether a student qualified to graduate or to move to the next level of course work**

  FCMAT erroneously states that HIGHLANDS uses "HIGHLANDS test results alone to determine if a student qualified to graduate or move to the next level of course work." CASAS scores are one measurement of a student's proficiency and skills attainment; however, they are not the only measure. Using CASAS scores alone would be akin to a high school solely relying upon their results from the students' California Assessment of Student Performance and Progress (CAASP) tests to award course completion credits, a practice that is not done in any school that we are aware of. The use of CASAS scores to identify strengths, challenges and areas of need as an accountability measure is in alignment with how CAASP scores are used along with the State's accountability indicators.

  Highlands utilizes various methodologies to determine students' levels of academic success and ultimately their ability to graduate. These evaluations are based upon variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework and formative and summative test and criteria.
  The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. In fact, one of the primary roles of the teacher besides providing instruction, is to evaluate the student's proficiency and skills acquisition. Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits.

  While we feel that our assessment methodology is in full compliance with current guidance, we welcome any input from TRUSD and will work collaboratively with TRUSD to incorporate any necessary changes.

- **Problematic interpretation of CCR Title 5, and related granting of high school credits for GED testing to students outside the population identified in that law**

  FCMAT appears to be basing their reasoning on a statement on the California Department of Education ("CDE") website and language in the GED Program Policy Manual. The CDE statement lacks any legal authority and the GED Manual language is not relevant to the current circumstances.

  Highlands' practice of awarding specific academic class credit for students who have passed certain sections of the GED test is appropriate and not prohibited by state law. Despite FCMAT's claim that on CDE's website giving such credit is prohibited, there is no statutory authority to support this contention. Furthermore, the GED Program Policy Manual language does not specifically apply to test results and a representative of the company stated the Charter School has the discretion to award such credit. Additionally, even if giving such equivalency credit was expressly prohibited in Education Code section 51225.3, the Charter School would be exempt for the prohibition because of the Charter School waiver in section 47610.

- **Allowing a test taken in Spanish to substitute for a pre requisite in English**

  Students are awarded credits after passing either the English or Spanish version of the HiSET test with the exception of English language arts, if the test is taken in Spanish. FCMAT questioned the practice of awarding physical science course credits due to the pre-requisite of a ninth grade proficiency in English. All HiSET students are enrolled in high school. Transcripts are evaluated by Highlands' counselors and registrar. Credits are awarded from the HiSET on a case by case basis and are categorized as academic or elective as needed.

- **Conducting board votes via email in violation of the Brown Act**

  The report of voting by e-mail raises a Brown Act violation. However, the issue addressed was the "acceptance" of Linda Fowler as the LEA representative to the Board. The process of adding an authorizing district representative to the charter school's board differs from the method of electing board members in general, as an authorizer representative is appointed as per Ed Code and not elected or accepted by the charter's board. As TRUSD has the authority to appoint the

representative, Education Code Section 47604(b), any "acceptance" by the Highlands Board was not required.

Highlands has subsequently retained General Counsel, who ensures Brown Act compliance for all Highlands' board activities. Board members have also been provided with Brown Act reference materials, and may participate in yearly meetings held by CCSA and/or CSDC which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

- **Conflict of interest issues involving an HCCTS board member who was also a board member of its charter authorizer. When a contract with that board member's firm came before the board, that board member failed to remove herself from the room and offered comment and information about the contract from the dais.**

When this occurred, Highlands did not have General Counsel to advise on conflict of interest issues, which it now does. Highlands view is that if any ethics violation occurred, it was as a result of Board members not fully understanding the requirements in regard to participation by Board members regarding matters in which there is an actual or potential conflict of interest. It should be noted, that there is no indication that any Board member who was in such a position, actually voted or attempted to influence Board action, and in fact, the record shows that any such member abstained from voting. The FCMAT report also notes that the Board took prompt action to void the contract from which the potential conflict arose.

With retention of General Counsel to advise on conflict matters, along with training available to Board members as discussed above, Highlands has, and will continue to be proactive to prevent any actual or potential conflicts of interest.

FCMAT also raised the issue of whether appointment of a TRUSD Board member to the Highlands Board created a conflict under Government Code section 1090, which codifies the common law doctrine of incompatible offices held by a public official, and section 1126(a), which addresses incompatible activities on part of a "local agency officer or employee". As appointment of the LEA representative lies with TRUSD, and not Highlands, these are issues which should be addressed by TRUSD. That said, if such an issue were to again arise, Highlands would make any concerns known to TRUSD. Further, it is not clear that either

code section applies to the Highlands' Board, as Highlands is a non-profit corporation.

Within the conflict of interest findings, FCMAT made reference to "undescribed litigation", as a complicating factor. The reference is incorrect, as no litigation was filed. Angelica Tellechea, doing business as LAED Consulting, claimed that following the revocation of the Highlands/LAED contract in November, 2014, she, at the request of former corporate President Mike Brunelle, continued to act on Highlands' behalf in seeking to obtain grant funding from CDE, and demanded payment for services rendered. General Counsel confirmed that written authorization, signed by Mr. Brunelle, confirming her authority to act on Highlands' behalf, was sent to CDE. Also, a second letter signed by then Vice President, Ward Allen, confirmed Tellechea's authority.

With confirmation of the authority granted to Tellechea, and after receiving the demand from Tellechea, General Counsel was authorized to negotiate a settlement, within Board set limits, with her. That settlement was reached and a release was signed by Tellechea on 9/4/15.

Going forward, Highlands will not enter into any consulting contracts or agreements that are deemed to be a real or potential violation of conflict of interest laws, and our General Counsel will ensure that all Board activities are conducted to prevent such conflicts of interest from arising.

- **Conflict of interest and payroll issues related to approval of consultant contracts to individuals who are also employees of HIGHLANDS**

  Following appointment of General Counsel, and on advice received, Highlands determined that the contracts in question were void, and did not make any payments then due under the contracts.

- **Possible violations of the Penal Code by allowing raffles to be held at the charter**

  Highlands has never sold raffle tickets. On two occasions, Highlands issued numbered tickets to students to be eligible to win attendance based prizes.

- **Questionable fiscal practices such as:**

  - **Payment of personal attorney fees for a board member from charter funds without board approval**

A demand was made for indemnity and defense of the Fair Political Practices Commission (FPPC) investigation (which is ongoing) and which included allegations of acts/omissions on board member's part as a Highlands Board member. Corporations Code § 5238 allows for indemnification of a board member. Under subdivision (f), expenses incurred may be advanced by the corporation, if the indemnitee enters into an undertaking that any expenses so advanced will be re-paid, if it is ultimately determined that the indemnitee did not qualify for indemnity under the statute.

Under subdivision (d), if the indemnitee is successful in defense of a proceeding, or part thereof, indemnity is mandatory.

Following Board authorization to make payments as allowed by subdivision (f), the board member entered into such an agreement on May 5, 2016. The agreement limits any advance payments to expenses incurred in the FPPC investigation only, and requires that board member provide copies of billings from her attorneys. Those bills were reviewed by General Counsel, and of the approximately $30,000.00 billed to board member, $14,979.03 was paid.

- **Payment of an employees' personal car repairs from charter funds and without board approval**

Highlands' board approval was not necessary due to the nature of the reimbursement; therefore, the Executive Director's approval was appropriate. The employee was receiving mileage reimbursement for normal wear and tear on her vehicle while performing her duties as a custodian servicing multiple sites. Unfortunately, the employee was using her vehicle in an extraordinary way. She was transporting tables, chairs, janitorial supplies and chemicals, and other items as deemed necessary to complete her job. Highlands was unable to provide a company vehicle. The employee's vehicle sustained significant wear and tear which was inconsistent with normal operator use. It was deemed appropriate by the Executive Director to authorize the needed repairs to ensure the school had transportation for the employee to complete her duties and operational needs.

The decision to pay for the vehicle repairs was based on prior experience authorizing expenditures as a State supervisor and training received consistent with the State Contracting Manual.

Additionally, the California Supreme Court has ruled consistently in this arena.

The California Supreme Court has held that an employer can reimburse for vehicle expenses via a lump-sum payment. Employers should be warned however that if they utilize the IRS mileage rate or a lump-sum payment, and the employee can show that the chosen method does not cover all actual expenses incurred, the employer will be liable for the difference.

- **Providing gifts to students in violation of the charter's board policy**

  Board policy 140106-VII-D states the charter may award students who have demonstrated excellence with equipment that does not exceed two hundred dollars. Examples of excellence may include perfect attendance for a set period of time, high grades, passing an industry recognized exam, etcetera. There were approximately five laptops awarded that exceeded the two hundred dollar threshold by approximately twenty dollars with tax and recycling fee included. On February 23, 2018, a letter from Highlands Executive Director to Executive Staff at TRUSD reported the incidents and no further incidents have occurred. The Executive Director informed Highlands Board of Directors of the issue and corrective actions.

  FCMAT also asserted that after their field work was competed they received information from a confidential informant that Highlands provided $500 gift cards, big screen plasma televisions and Target gift cards to students to generate attendance. This information is false and these awards never took place. Rather than expand the investigation to confirm the validity of this claim, FCMAT simply repeated the unfounded allegation as a finding in their report.

- **Implementing hiring practices in violation of the law, which allowed convicted felons to have access not only to HIGHLANDS students and staff but also to the minor children in its child development program**

  On January 23, 2018, Executive Staff at TRUSD contacted the Executive Director of Highlands regarding the background clearance process of two employees. Highlands' petition mandates compliance with Ed Code Section 45125.1 and 44237. The two identified employees were immediately placed on paid administrative leave pending investigation.

On January 30, 2018, Executive Staff from TRUSD and the Executive Director of Highlands met to discuss potential remedies to the issue. Both employees were former students and graduates of Highlands. One employee was a known felon to the Executive Director and the other was not, due to her offense occurring in another state approximately seventeen years prior. Neither employee was a Penal Code Section 290 sex offender.

After completing the investigation, both employees were terminated. Highlands established additional control measures to ensure compliance with the Ed Code. Classified staff now submits to a California and multi state live scan prior to employment. The multi-state search should ensure all convictions are reported.

FCMAT made two serious and erroneous statements within the hiring practices heading on (pg. 47). FCMAT reported through a confidential informant that a Highlands Administrator was aware of the felony conviction of the employee and was his Parole Agent. This assertion is impossible. Although, a Highlands Administrator was a Parole Agent, he retired five years prior to him becoming a parolee and had no previous relationship.

Additionally, FCMAT reported that an employee working in the Early Childhood Education program was a gang member and a convicted felon. This allegation is erroneous. The employee in question is a graduate of Highlands and is presently employed. Prior to her employment, she submitted a California and multi-state live scan on March 1, 2017 and it was forwarded to the California Teaching Commission. Her live scan reflected a misdemeanor offense and she is not a gang member.

- **Allegations of sexual harassment by HIGHLANDS administrators**

Highlands Board of Directors originally approved the sexual harassment policy on June 1, 2013. The policy was revised and re-approved on April 1, 2016. Highlands is committed to providing an unlawful harassment and sexual harassment free workplace. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of Highlands' sexual harassment policy, additional site based sexual harassment training to all staff, and annual training facilitated through "Safe Schools" online program.

In April 2018, Executive Staff at TRUSD contacted the Executive Director at Highlands with information that a confidential informant stated an administrator was grooming the Human Resource Generalist for a sexual

relationship. On April 6, 2018, the Generalist was interviewed pertaining to the allegation. She denied ever experiencing sexual harassment or feeling groomed/manipulated by the Administrator for a sexual relationship.

Any complaint of unlawful harassment, discrimination or sexual harassment, has been actively investigated by Highlands, to include, where appropriate, retention of outside investigators. As the result of one such investigation the offending employee was terminated.

- **Use of "Confidential Informants"**

Highlands notes that on several issues, FCMAT made findings based on information received from "confidential informants." Not only are such findings troubling in the absence of any indicia of the informant's reliability, but some of these allegations had already been raised to Highlands and responded to directly with TRUSD. For example, the section on "Hiring Practices" does not reflect that Highlands worked closely with TRUSD to address the issue of employees having felony convictions, and contrary to the FCMAT report, in agreement with TRUSD's position, Highlands terminated the employees. Similarly, the reference to expensive gifts being given to students to encourage attendance, which is not true, had been addressed with TRUSD by the Executive Director.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Highlands appreciates the opportunity to respond the FCMAT audit. The successful partnership between Highlands and the Twin Rivers Unified School District in providing outstanding educational services to the community is essential. With that responsibility, I will endeavor to provide these services with great respect to that responsibility.

Should you have any questions or concerns, please do not hesitate to contact me at erniedaniels7@gmail.com.

Ernie Daniels

ERNIE DANIELS
Corporate President
Highlands Community Charter School

Exhibit F

Fiscal Mismanagement: San Diego Administrative Site

From: Natasha Lutsik
To: Sharilyn.Marshall
Subject: Updated HCCTS Site List
Date: Wednesday, March 1, 2023 6:25:10 PM
Attachments: HCCTS Master [redacted] List (6).docx

Hi Shari,

Attached please find the most up to date HCCTS site list. Locations highlighted in yellow are the ones that have opened up since August 2022 (the last time we provided you with a site update).

Please let me know if you have any questions.

Thank you,

--

Natasha Lutsik | Director of Executive Services
a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283 | **c:** 916.213.5814
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCTS SITE LIST

01. **24th (St. Anne's) |** 7720 24th Street, Sacramento, CA 95832
02. **65th St (Bach Viet South) |** 6853 65th Street, Suite C, Sacramento, CA 95828
03. **Arden |** 901 Arden Way, Sacramento, CA 95815
04. **Arden 2 |** 2260 Boxwood Street, Sacramento, CA 95815
05. **ARI Elder Creek (ARI South) |** 6270 Elder Creek Road, Sacramento, CA 95824
06. **ARI Sunrise (ARI North) |** 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
07. **Asher |** 1215 Howe Avenue, #101, Sacramento, CA 95825
08. **Auburn |** 4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841
09. **Bowling |** 7171 Bowling Drive, #1120, Sacramento, CA 95823
10. **Capitol Mall |** 555 Capitol Mall, #725, Sacramento, California, 95814
11. **Capitol Mall |** 555 Capitol Mall, #735, Sacramento, California, 95814
12. **Capitol Mall |** 555 Capitol Mall, #1275, Sacramento, California, 95814
13. **Clay Street |** 3805 Clay Street, Sacramento, CA 95838
14. **College Oak (SALAM) |** 4545 College Oak Drive, Sacramento, CA 95841
15. **Del Paso (Calvary Christian) |** 1100 Las Palmas Avenue, Sacramento, CA 95815
16. **Edison (St. Matthew's) |** 2300 Edison Avenue, Sacramento, CA 95821
17. **El Camino |** 4813 El Camino Avenue, Suite A & B, Carmichael, CA 95608
18. **Fair Oaks (Pavilions South) |** 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
19. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
20. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825
21. **Florin Rd |** 3801 Florin Road, Suite 107, Sacramento, CA 95823
22. **Folsom Blvd |** 10017 Folsom Blvd, Sacramento, CA 95827
23. **Folsom 2 |** 9555 Folsom Blvd, Suite E & F, Sacramento, CA 95827
24. **Garden Grove |** 10121 Westminster Avenue, Garden Grove, CA 92843
25. **Grand Avenue |** 1333 Grand Avenue, Sacramento, CA 95838
26. **Gurnick |** 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
27. **Hemlock - TRLCC |** 5537 Hemlock Street, Sacramento, CA 95841
28. **Hillsdale |** 5655 Hillsdale Boulevard, Suite 1, Sacramento, CA 95842

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

29. **Hillsdale 2 |** 5655 Hillsdale Boulevard, Suite 9, Sacramento, CA 95842
30. **Howe Avenue |** 1111 Howe Avenue, #115, Sacramento, CA 95825
31. **Howe Avenue |** 1111 Howe Avenue, #630, Sacramento, CA 95825
32. **Howe Avenue |** 1111 Howe Avenue, #655, Sacramento, CA 95825
33. **Hurley |** 3205 Hurley Way, Sacramento, CA 95864
34. **Industrial |** 8180 Industrial Pkwy, Sacramento, CA 95824
35. **Jackson (Bethany) |** 9880 Jackson Road, Sacramento, CA 95827
36. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
37. **Lao Family - Oakland 2 |** 8480 Edes Avenue, Oakland, CA 94621
38. **Larkspur 1 (Bach Viet Larkspur) |** 1100 Fulton Avenue, #F, Sacramento, CA 95825
39. **Larkspur 2 (Bach Viet North) |** 1050 Fulton Avenue, #110, Sacramento, CA 95825
40. **Maple |** 3301 37th Avenue, Sacramento, CA 95824
41. **Maple 2 (St. Rose) |** 5961 Franklin Blvd, Sacramento, CA 95824
42. **Marconi 2 |** 3727 Marconi Ave, Sacramento, CA 95821
43. **Marysville |** 715 C Street, Marysville, CA 95901
44. **McClellan |** 3144 Palm Street, Building 826, McClellan Park, CA 95652
45. **McClellan 2 |** 5411 Luce Ave, Unit 242, McClellan, CA 95652
46. **North Laguna |** 8211 Bruceville Rd, #115, Sacramento, CA 95823
47. **North Laguna 2 |** 8211 Bruceville Rd, #125, Sacramento, CA 95823
48. **Norwood |** 431 Hayes Avenue, Sacramento, CA 95838
49. **Oak Park |** 2520 33rd St, Sacramento, CA 95817
50. **Oxnard |** 328 West Third Street, Oxnard, CA 93030
51. **Rosemont (Saint John's)**
52. **San Diego |** 406 9th Avenue, Suite 310, San Diego, CA 92101
53. **San Pablo |** 1964 Rumrill Blvd, San Pablo, CA 94806
54. **SHRA - Marina Vista |** 30 Seavey Circle, Sacramento, CA 95818
55. **South Side Park (OLOG) |** 711 T Street, Sacramento, CA 95811
56. **West Sac (Holy Cross) |** 800 Todhunter Avenue, West Sacramento, CA 95605
57. **Whitney (Faith Legacy) |** 3532 Whitney Avenue, Sacramento, CA 95821
58. **Whitney 2 |** 3319 Watt Avenue, Sacramento, CA 95821

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

59. **Yuba City |** 229 Clark Avenue, Suite Q, Yuba City, CA 95991
60. **Yuba City |** 229 Clark Avenue, Suite V, Yuba City, CA 95991

CICA SITE LIST

01. **24th (St. Anne's) |** 7720 24th Street, Sacramento, CA 95832
02. **Auburn Blvd |** 4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841
03. **Bowling |** 7171 Bowling Drive, #1120, Sacramento, CA 95823 *(CICA-only)*
04. **Clay Street |** 3805 Clay Street, Sacramento, CA 95838 *(CICA-only)*
05. **Del Paso (Calvary Christian) |** 1100 Las Palmas Avenue, Sacramento, CA 95815
06. **Florin Rd |** 3801 Florin Road, Suite 107, Sacramento, CA 95823 *(CICA-only)*
07. **Folsom Blvd |** 10017 Folsom Blvd, Sacramento, CA 95827
08. **Grand Avenue |** 1333 Grand Avenue, Sacramento, CA 95838
09. **Hillsdale 2 |** 5655 Hillsdale Boulevard, Suite 9, Sacramento, CA 95842 *(CICA-only)*
10. **Howe Avenue |** 1111 Howe Avenue, #630, Sacramento, CA 95825 *(CICA-only)*
11. **Hurley |** 3205 Hurley Way, Sacramento, CA 95864
12. **Industrial |** 8180 Industrial Pkwy, Sacramento, CA 95824
13. **Jackson (Bethany) |** 9880 Jackson Road, Sacramento, CA 95827 *(CICA-only)*
14. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
15. **Maple 2 (St. Rose) |** 5961 Franklin Blvd, Sacramento, CA 95824
16. **Marysville |** Notre Dame: 715 C Street, Marysville, CA 95901
17. **McClellan |** 3144 Palm Street, Building 826, McClellan Park, CA 95652
18. **North Laguna 2 |** 8211 Bruceville Rd, #125, Sacramento, CA 95823
19. **Rosemont (Saint John's)**
20. **SHRA - Marina Vista |** 30 Seavey Circle, Sacramento, CA 95818 *(CICA-only)*
21. **West Sac (Holy Cross) |** 800 Todhunter Avenue, West Sacramento, CA 95605

UPDATED | 2.23.23

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 23, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern/ Request for Information - Marysville 2 Location Response from April 5, 2024

We have prepared the following report in response to the notice of concern/request for information regarding the Marysville 2 location. It also addresses questions and concerns about the HCCTS CTE program at Marysville 2, the lease, and the health and safety of our students.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Timeline Marysville 2

On May 1, 2023 the original lease with Marysville and Highlands was written and was fully executed at $2,000 per month.

CTE Programs at Marysville 2

At Highlands we currently have two CTE programs that will utilize the Marysville 2 baseball field.

1. Landscaping
2. Sports Officiating

Landscaping

Highlands Community Charter School is still in the process of creating the landscaping CTE program.

Progress has been made in the following ways:

- An Edjoin post was made on April 9, 2024 to hire a Landscaping instructor, for which only one applicant applied and was unqualified for the role
- The landscaping course description written and approved by the HCCTS board of directors in June 2024
- Through our research into the landscaping business, we have learned that landscaping jobs over $500 require students to hold a contractor's license, so our Director of CTE is looking into options for students to also obtain their contractor's license

Sports Officiating

Sports Officiating started at Highlands in 2022 under the direction of Russel Patty, who has 20 years of experience in this field. This program has historically been offered to students at our Del Paso location located at 1100 Las Palmas Avenue, Sacramento, CA 95815 which contains indoor and outdoor facilities. Students learn how to officiate the following sports: volleyball, softball, baseball, and football. Currently, 8 students enrolled in this program will finish their cohort on July 17, 2024. In August of 2024, Highlands will expand the sports officiating CTE program at the Marysville 2 location in order to attract new students and increase enrollment and CTE completion. Through this program, students are able to earn their General Sports Officiating Certificate in the sports they study at Highlands. Additionally, they are eligible to receive a certificate from the National Federation of High School Sports which includes training in different subjects such as:

- Concessions
- Sportsmanship

- Bullying
- Social Media
- Heat Illness

The program lasts ten weeks and is scheduled from Monday through Thursday. Highlands maintains excellent relationships with professional organizations connected to sports officiating. Once students complete the program, they are recruited to work for high schools, private businesses, and parks and recreation.

The Lease

The original lease agreement between Highlands Community Charter School and the City of Marysville was dated May 1, 2023. In the original deal drafted, the contracted monthly payment was listed at $5,000. However, this lease agreement was not fully executed and was renegotiated to $2,000 per month for three years with a 3% yearly increase and the option for renewal.

Typically Highlands Community Charter School will establish a lease agreement or MOU with a facility approximately three months prior to occupying a student-serving space or office space. For the health and safety of our students and staff, the HCCTS facilities and maintenance team, safety team, and IT team check the facility during the previous months before the opening to ensure that everything is set up and ready to be utilized. This is considered a common practice at HCCTS. It is not a typical business practice to lease a space more than three to six months before the opening unless the site or facility requires extensive renovation or repairs.

Student Health & Safety

Student health and wellness is a top priority at HCCTS. We ensure that all students have access to a safe learning environment, including protection from extreme weather conditions such as extreme heat, rain, or snow. While the Marysville 2 baseball field is part of the CTE program, students also have access to our Highlands classrooms located at our Marysville 1 site at 715 C Street Marysville, CA 95901.

The 2024-2025 School Year

Moving forward in the new school year, HCCTS will inform TRUSD regarding the start dates of new CTE programs and the number of students who are currently enrolled or expected to enroll in the CTE programs.

Next Steps

- Human Resouces will post the position on Indeed in an effort to attract more landscaping professionals

- Advertise the landscaping CTE program in Marysville and Yuba City
- Highlands will meet with the City of Marysville to review this contract

Attachments

Attached you will find the following:

- The fully executed lease agreement which shows $2,000 per month
- A list of payments from Highlands to the City of Marysville which shows the $2,000 payments
- The CTE Course Outline for Landscaping
- The CTE Course Outline for Sports Officiating

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 18, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Material Revision

Dear Ryan DiGiulio,

On October 17, 2024, the HCCTS Board of Directors approved the revised SY 2024-2025 site list. The approved locations have been renamed and reorganized to better demonstrate their location by using the street, avenue, etc. name if possible.

This letter serves as a notice of material revision for both HCCS and CICA for adding the following locations:

Folsom Blvd. | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
Peacekeeper Way | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*

And closing the locations listed below:

El Camino | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
Fair Oaks 2 | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
Folsom 2 | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
Marysville 2 | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
S. Lake Tahoe | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

The current location count is as follows:

HCCS Locations- 24
CICA Locations – 6

HCCS & CICA Locations – 13
Total Resource Centers – 43

External CTE Locations – 5
Total Instructional Locations – 48

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



BILL MCGUIRE
Executive Director
Highlands Community Charter and Technical Schools

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

**CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave. |** 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr. |** 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way |** 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St. |** 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd. |** 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino |** 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE

406 9th Ave, Suites 211, 304, 310 | San Diego, CA 92101



Jordan Williams | Lic. No. 01717714
Jordan@stromcommercial.com
(619) 243-1244

Atticus Hickok | Lic. No. 01994259
Atticus@stromcommercial.com
(619) 243-1244

STROM | COMMERCIAL

TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE

SUITES 211, 304 & 310 OVERVIEW

WATCH A GAME FROM YOUR BALCONY

Suites 310 includes a dedicated balcony with unparalleled views of Petco Park

712 - 1,165 SF OF OFFICE SPACE

Suite 211: ± 1,165 sf

Suite 310: ± 1,068 sf

Suite 304: ± 712 sf

Prices

Suite 211: $705,000

Suite 310: $725,000

Suite 304: $395,000

PRIVATE RESTROOMS




Common Areas - Hallway

Jordan Williams | Lic. No. 01717714
Jordan@stromcommercial.com
(619) 243-1244

Atticus Hickok | Lic. No. 01994259
Atticus@stromcommercial.com
(619) 243-1244

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TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE





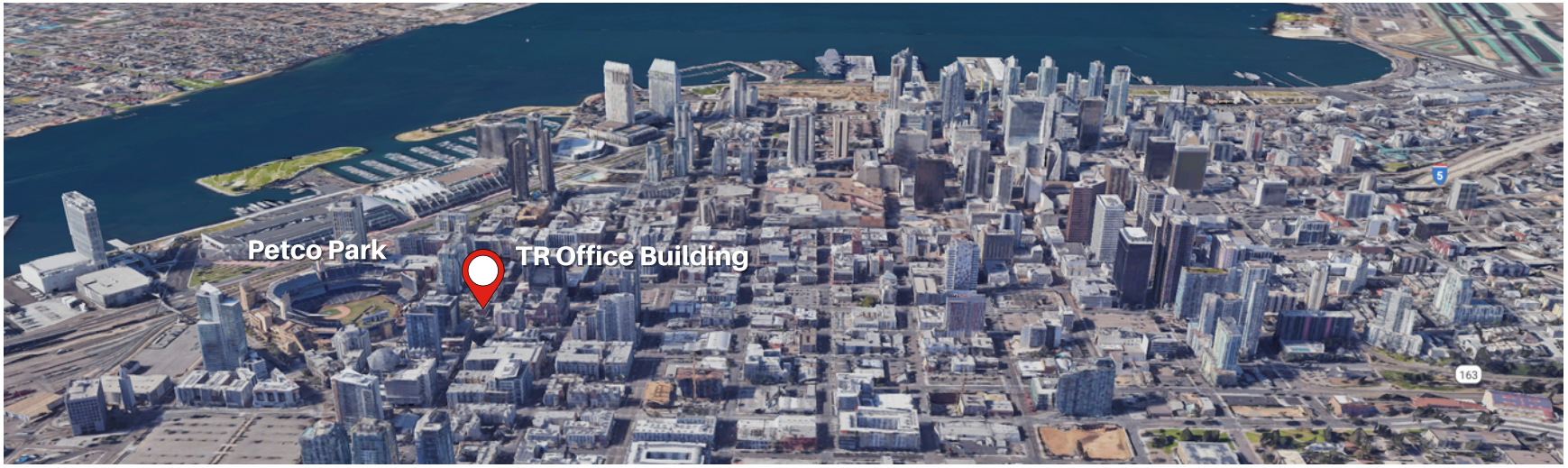

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Exhibit G

Fiscal Mismanagement: Marysville 2 Location

HCCTS Marysville 2
Timeline of Events

Date	Topic	Notes
March 5, 2024	TRUSD Internal Email	Scott Leaman, TRUSD Site visit contractor notified the District that the Marysville 2 location at 1431 C Street, Marysville CA was a baseball field. He provided additional information about the site based on an online records search.
March 6, 2024	TRUSD Internal Email	Mr. Leaman notified the District that the contact person for the Marysville 2 location stated that there were not students enrolled.
March 14, 2024	TRUSD Issued a Notice of Concern	The District notified HCCTS of this concern. The letter required HCCTS to provide a response and supporting documentation.
April 5, 2024	HCCTS Replied to the Districts March 14 Notice of Concern	HCCTS provided a 31-page response outlining the purpose for the sponsorship of the baseball field and describing the CTE program that had been planned for the location. It included a copy of the lease agreement.
June 17, 2024	TRUSD Issued a Notice of Concern/Request for Information responding to HCCTS' April 5 letter.	The District outlined additional concerns and required HCCTS to provide a response to the concerns as well as documentation to support their response.
July 23, 2024	HCCTS Responded to the District's June 17 Notice of Concern	HCCTS provided a 30-page response and included the fully executed copy of the lease agreement, a list of payments to the City of Marysville, and information regarding the CTE courses that were planned for the location.
August 15, 2024	TRUSD Issued a Notice of Concern/Request for Information responding to HCCTS' July 12 letter.	The District outlined additional concerns and required HCCTS to provide more information and supporting documentation related to the concerns.
September 24, 2024	TRUSD Emailed HCCTS Regarding Failure to Respond	TRUSD sent an email to HCCTS notifying them that they had failed to respond by the September 20, 2024 deadline. TRUSD outlined a new deadline of October 7, 2024.
September 25, 2024	HCCTS responded on 9/25 with a letter dated 9/24.	HCCTS outlined the sponsorship benefits and provided additional information about the CTE programs.
October 1, 2024	TRUSD responded to HCCTS' September 25 letter.	The District requested that HCCTS provide an update regarding HCCTS future plans for the location.
January 14, 2025	HCCTS sent a Letter to TRUSD	HCCTS provided an update to the District and included a copy of the termination agreement,

		which included the requirement for HCCTS to continue to make equal lease payments from December 1, 2024 thorough April 30, 2026 in the amount of $33,639.80
February 19, 2025	TRUSD issued a Notice of Concern	TRUSD listed multiple concerns and required additional actions.
February 20, 2025	HCCTS Email responding to the District's February 19 Notice.	HCCTS stated they would respond to the District's notice by April 25, 2025.
February 21, 2025	TRUSD provided an email response to HCCTS' February 20 email	The District disagreed with HCCTS April 25 response timeline and required a response by March 24, 2025 instead.
March 21, 2025	HCCTS sent a Letter responding to the District's February 19 Notice	HCCTS' responses included information about the termination agreement and HCCTS employees who participated in a special event at the Marysville 2 baseball field,
March 24, 2025	The District emailed HCCTS	The District requested clarification regard the VIP tickets mentioned in past correspondence.
March 25, 2025	HCCTS Responded to the District's March 24 email.	HCCTS stated that their employees did not use any of the VIP tickets.

From: Sharilyn.Marshall
To: Gina.Carreon; Lori.Grace; Ryan.DiGiulio
Subject: FW: Article about Marysville CTE Site
Date: Wednesday, March 6, 2024 8:22:00 AM
Attachments: image002.png
image003.png
image001.png
image004.png

Good Morning,

Please see Scott's email below regarding the HCCTS site visit to Marysville.

Site Visits Overall

- Going well and HCCTS employees are welcoming.
- Oxnard visits went great.
- Marysville (715 C street): seemed okay and programs are very similar to Oxnard. CICA and HCCTS are both located at this site.

Dis-Enrollment Policies

- HCCTS disenrolls after a student is absent for 20 days (on the 21st day)
- CICA disenrolls if students do not complete at least 2 work assignments in a month.

Marysville (715 C St):

- Students must complete at least 2 work samples per month. If 2 samples are completed for the month, then the student is marked present for the whole month and ADA is collected. Scott continues to collect information on this policy and the flexibility of disenrolling students.

- CICA ADA seems a bit high, but you are waiting for an email from the principal to get the accurate percentage. HCCTS at the site is reporting similar ADA to Oxnard.

Marysville 2 (1431 C Street):

- You drove to the site and it was a "full blown, minor league baseball field". There were workers working on it.
- You were curious so you went online and found an article (included in the email below) which outlined that HCCS gave $25,000 to refurbish the field ($12,500 went to the Marysville Drakes to sponsor them or donate to them).

From: Sharilyn.Marshall
To: Gina.Carreon; Lori.Grace; Ryan.DiGiulio
Subject: FW: CTE site in Marysville
Date: Wednesday, March 6, 2024 11:40:00 AM
Attachments: [redacted]

RE: Update to HCCTS Marysville 2 Locations

Good Morning,

Scott spoke with Rich Henning, the contact person at the HCCTS Marysville 2 location (baseball field). Scott said: *"I spoke with Rich Henning and there are no students enrolled at the site. They hoped to get programs such as landscaping and culinary at the site but that has not happened. It was a short interview."*

Shari Marshall
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Scott Leaman <scott@rylandsbc.com>
Sent: Wednesday, March 6, 2024 11:37 AM
To: Sharilyn.Marshall <Sharilyn.Marshall@trusd.net>
Cc: Terri Ryland <terri@rylandsbc.com>
Subject: CTE site in Marysville

Caution: This Message Is From an External Sender Report Suspicious
Please take care when clicking links or opening attachments.

I wanted to follow up with an email based on our protocol about the HCCTS CTE site in Marysville. This is in addition to the conversation we had yesterday.

I spoke with Rich Henning and there are no students enrolled at the site. They hoped to get

programs such as landscaping and culinary at the site but that has not happened. It was a short interview.

Thank you!!

Scott M Leaman, Financial Program Consultant
Ryland | Strategic Business Consulting
8334 Parus Way, Granite Bay, CA 95746
(916) 652-7165 office (916) 214-1222 mobile
www.rylandsbc.com

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Member

Rebecca Sandoval
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 14, 2024

Via Email and U.S. Mail

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838-3654
murdock.smith@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt – sondrabetancourt@gmail.com
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

Re: Notice of Concern and Request for Information – "Marysville 2" Location

Dear Mr. Murdock and Board Members:

As the authorizing entity for the Highlands Community Charter School ("HCCS") operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCS in compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

The District requests that HCCTS respond to the following concerns/requests for information by no later than 5:00 PM on April 5, 2024. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

HCCS "Marysville 2" Site.

The "Marysville 2" HCCS site located at 1431 C Street, Marysville CA 95901 is listed in Exhibit "B" "HCCS Facilities Site List" of the recently executed/approved MOU Amendment No. 3 between the District and HCCTS regarding the operations of HCCS. In a site list provided to the District on December 29, 2023, HCCTS represented that the Marysville 2 site is for HCCS CTE programs.

However, it has come to the District's attention, following a site visit by our consultant on March 4, 2024, that the Marysville 2 site is not a facility, but rather a baseball field. When asked about the Marysville 2 sites, the Principal of the Marysville Site (located at 715 C Street, Marysville, CA 95901) indicated she was not aware of the 1431 Marysville site. After a search of public information regarding the baseball field, the District learned that HCCTS donated $25,000 to sponsor facility upgrades to the field with $12,500 going to sponsor a baseball team called the Marysville Drakes. The Marysville Drakes is a professional privately operated baseball team formed in 2022 (began playing in 2023) and is based in Marysville. https://www.marysvilledrakes.com/

Action Needed

- Respond to the District regarding the aforementioned concerns. This includes providing an explanation for the discrepancy between the information provided to the District about the Marysville 2 site location and its current use as a baseball field instead of a facility. Specifically, HCCTS needs to clarify how this site is affiliated with HCCS, detail the provision of CTE programs at the location, and identify the assigned HCCS administrator for this site.
- The District also expects HCCTS to furnish a comprehensive explanation and breakdown of the $25,000 donation. This should include clarification on how the donation, which benefited a private organization, aligns with applicable laws, particularly addressing the prohibition against the use of public funds for gifts.

Please contact Sharilyn Marshall (sharilyn.marshall@trusd.net) if you need any clarification regarding the above items requested. Thank you for your attention to this information request and for your anticipated cooperation.

Sincerely,

Steve Martinez, Ed.D.
Superintendent, Twin Rivers Unified

cc: Matthew Lemos, Director of Fiscal Services, HCCTS, matthew.lemos@hccts.org
Susan Park, Director, California Department of Education, spark@cde.ca.gov
David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net
Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org
Twin Rivers Unified Board of Trustees:
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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 5, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Request for Information – Marysville 2

We have prepared the following report in response to the request for information. The report addresses questions and concerns related to the Marysville 2 location.

If you have any additional questions or concerns, please do not hesitate to contact me at 916-335-1771 or via email at murdock.smith@hccts.org.

Thank you,

MURDOCK SMITH
Executive Director
Highlands Community Charter and Technical Schools

The Marysville 2 baseball stadium is located at 1431 C Street, Marysville, CA 95901. We first sponsored it and added it to the updated site list and MOU amendment #3 because we plan to serve students at this location through a career and technical education program.

The Sponsorship

Highlands Community Charter School sponsored the baseball stadium for $25,000 in the spring/summer of 2023. The MOU was dated March 11, 2023. With the sponsorship, Highlands hoped to attract new students to our local Marysville and Yuba City campuses.

Below are the benefits of sponsorship for Highlands:

- The field name will be “It’s Never Too Late…” Field with logo graphic provided by HCCTS
- HCCTS will designate a series of home games with allowance to set up, manage, and maintain student recruitment stations
- HCCTS Graphics will be used on game programs, snack bar menus or other printed materials pertaining to Drake's home games
- Banner or painted graphic to be placed on right-center field wall with HCCTS designated logo
- Designated HCCTS Painted Graphic on a home-field dugout
- On Deck Circle Rug with HCCTS, "It's Never Too Late…” Graphic on Home and Visitors station
- 6 VIP Tickets will be made available for 2023 scheduled home games. Optional tickets for visiting tickets to all affiliate Pecos League Team games. Given a written request for those tickets five days in advance of the game desired
- Notification of the Drakes employment for team support positions for local Highlands students or students of Highlands students 16 years or older to be interviewed for potential hire
- ‘It’s Never Too Late…’ HCCTS Logo patch placed on team game day uniforms/or/game day hat.

- HCCTS Branding displayed on game day tickets

- One designated HCCTS Group Night

The Career Technical Education (CTE) Program

Highlands Community Charter School currently has an MOU with the city of Marysville. The MOU began on May 1, 2023, and allows us to lease Bryant Field for our planned CTE program. The lease is for $5,000 monthly rent.

All CTE programs at Highlands are overseen by our Director of Workforce Readiness, Lee Farrand. The CTE program also has its own principal, Elvira Harris. Both Lee Farrand and Elvira Harris are experts in workforce development and oversee the creation and implementation of all CTE programs for Highlands and CICA. The Principal for Marysville 1, Khrystsina Talstyka, has a master's degree in teaching and is an expert in language acquisition, but she has no involvement or supervision in the development or implementation of new CTE programs.

Through our educational partner feedback, students have asked for landscape design and agriculture training. Based on their requests, we plan to build a CTE program around them.

The vision for the Baseball Field CTE program was to:

- Create a landscaping CTE program
- Goal to have it available at three locations: Marysville, Grand, West Sacramento
- Complete the Qualified Applicator License (QAL)
- Train students how to use fertilizers to spray the grounds
- Incorporate food service and hospitality into the concession stands
- Parks & recreation training and employment

The CTE team has recently launched several new CTE programs. These programs took longer than expected to launch but include the following:

- A Welding program at Grand Avenue
- CNA program at Grand Avenue
- Culinary program at Oak Park and West Sacramento

The estimated start date for our landscaping program is July 2024.

Highlands is not knowledgeable, nor have a record of how the money was

allocated by the Drakes or the City of Marysville after payments were made.

We currently have a partnership agreement with the Sutter County Office of Education to provide an array of CTE programs and pathways, including but not limited to:

- Medical Assisting
- CNA
- Phlebotomy
- Cosmetology
- Dental Assistant

As part of our CTE expansion plan, we planned to include additional in Yuba/ Sutter Counties.

The MOU for the sponsorship, the lease agreement for the CTE program, and the current MOU with the Sutter County Office of Education are attached.

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $5000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims.

Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies; Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements; Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2020 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No assignment or sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property. The name of any successor team shall be "the Marysville Gold Sox" unless the City consents to a different name.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: _____
_____
_____
(___) ___-____
(___) ___-____ facsimile

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification; Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

    Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its _____

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: _____

By: _____
_____, its _____

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville CA 95901

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6.12.2023

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____

its Executive Director/CEO

DATE: _____

CITY OF MARYSVILLE

By: _____

its _____

ATTEST: _____
City Clerk

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Premier Sponsors
Proposal

Premier Sponsor: Highlands Community Charter & Technical Schools (HCCTS)

Location: 555 Capitol Mall, Suite 725, 7th Floor
Sacramento, CA 95814

Sponsoring Amount: $25,000.00

For: ***Marysville Drakes Baseball Team***

Field/Team Location: Bryant Park 1431 C Street **Marysville**, CA 95901

Franchise: Pecos League Affiliate
PO Box 271489
Houston, TX 77277 (575)680-2212

Submitted To: Andrew Dunn, League Commissioner
(575) 680-2212

Overview

In submitting this proposal for premier sponsorship rights of the Marysville Drakes, Pecos League Affiliate Baseball team located at 1431 C St.,, Marysville, CA 9590, the sponsor HCCTS would claim as the team 'Premier' sponsor through their sponsorship the following:

- Retain premier sponsorship rights for the Spring/Summer of 2023. Field name to be, "It's Never Too Late…" Field with logo graphic provided by HCCTS
- HCCTS will designate a series of Home games with allowance to set-up, man and maintain student recruitment station.
- HCCTS Graphics will be used on game programs, snack bar menus or other printed materials pertaining to Drakes home games.
- Banner or painted graphic to be placed on right-center field wall with HCCTS designated logo.
- Designated HCCTS Painted Graphic on home-field dugout.
- On Deck Circle Rug with HCCTS 'It's Never Too Late…" Graphic on Home and Visitors station
- 6 VIP Tickets made available for 2023 scheduled home games. Optional tickets for visiting tickets to all affiliate Pecos League Team games. Given a written request for those tickets 5 days in advance of game desired.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

- Notification of Drakes employment for team support positions for local Highlands students or students of Highlands students 16 years or older to be interviewed for potential hire.
- 'It's Never Too Late…' HCCTS Logo patch placed on team game day uniforms/or/ game day hat. (TBD)
- HCCTS Branding displayed on game day tickets
- One designated HCCTS Group Night TBD

Proposal submitted on 3/11/23
By: MReid HCCTS Designee

Proposal Accepted: Yes ___N
Drakes Representative:

Andrew Rm

CONFIDENTIAL

MEMORANDUM OF UNDERSTANDING BETWEEN

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

AND SUTTER COUNTY SCHOOLS OFFICE OF EDUCATION (Sutter County One-Stop/Sutter County Adult Education)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of April, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and Sutter County Schools Office of Education its Sutter County One Stop and Sutter County Adult Education Career and Technical Education Programs, Post-Secondary school organized and existing under the laws of the State of California

RECITALS

WHEREAS, HIGHLANDS and Sutter County Schools-Sutter County One Stop and Sutter County Adult Education desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by Sutter County Schools the Sutter County One Stop and Sutter County Adult Education during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education while attending classes at Sutter County Schools Programs.

2. Student Qualifications. Students must meet the following conditions for enrollment with HIGHLANDS:

A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)

3. Term. The term of this MOU shall be for one year, commencing on April 1st 2023 and ending on June 30, 2024. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. Within the first two weeks of each class start, HIGHLANDS will pay all tuition fees associated with the class offering from Sutter County Schools-Sutter County One Stop and the Sutter County Adult Education Program. Included in this will be any additional kit, supplies, tools or paraphernalia to ensure a student's success and equity in completing the program. Fee table attached.

Program	Duration	Monthly Charge	Tuition	Start-up Fees*	Total Max Charge
CNA	180 Hours	$950	$950	N/A	$950
Medical Assistant	900 Hours	$1,556	$14,000	$470	$14,470
Medical Assistant w/Laptop	900 Hours	$1,556	$14,000	$650	$14,650
Dental Assistant	500 Hours	$950	$3,800	N/A	$3,800
Phlebotomy Technician I	165 Hours	$1,350	$2,700	N/A	$2,700
Cosmetology	1000 Hours	$1,200	$12,000	$2,000	$14,000

*Start-up Fees include Books, kit and registration fee (Non-refundable).

5. Instruction. All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff. Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to

classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Marketing. HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education program will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Sutter County Schools.

7. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Sutter County School's- Sutter County One Stop and Sutter County Adult Education programs use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Sutter County School's- Sutter County One Stop and Sutter County Adult Education, in or about the site; Sutter County School's- Sutter County One Stop and Sutter County Adult Education obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Sutter County School's- Sutter County One Stop and Sutter County Adult Education, HIGHLANDS, shall indemnify, hold harmless, and defend Sutter County School's-Sutter County One Stop and Sutter County Adult Education, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Sutter County School's- Sutter County One Stop and Sutter County Adult Education, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Sutter County School's- Sutter County One Stop and Sutter County Adult Education from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done,

permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Sutter County School's- Sutter County One Stop and Sutter County Adult Education and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

8. Termination. The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Sutter County School's-
Sutter County One Stop and
Sutter County Adult Education:
Tom Reusser, Superintendent
970 Klamath Ln, Yuba City, CA 95993
Attention: Programs Director, Lorilee Niesen

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

11. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

13. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

18. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

21. Dispute Resolution. In the event of any dispute between HIGHLANDS and Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director

Highlands Community Charter and Technical Schools

Date: 3.23.23

Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education

By: _____

Tom Reusser, Superintendent

Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education

Date: _____

TwinRivers
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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 14, 2024

Via Email and U.S. Mail

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838-3654
murdock.smith@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt – sondrabetancourt@gmail.com
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

Re: Notice of Concern and Request for Information – "Marysville 2" Location

Dear Mr. Murdock and Board Members:

As the authorizing entity for the Highlands Community Charter School ("HCCS") operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCS in compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

The District requests that HCCTS respond to the following concerns/requests for information by no later than 5:00 PM on April 5, 2024. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

HCCS "Marysville 2" Site.

The "Marysville 2" HCCS site located at 1431 C Street, Marysville CA 95901 is listed in Exhibit "B" "HCCS Facilities Site List" of the recently executed/approved MOU Amendment No. 3 between the District and HCCTS regarding the operations of HCCS. In a site list provided to the District on December 29, 2023, HCCTS represented that the Marysville 2 site is for HCCS CTE programs.

However, it has come to the District's attention, following a site visit by our consultant on March 4, 2024, that the Marysville 2 site is not a facility, but rather a baseball field. When asked about the Marysville 2 sites, the Principal of the Marysville Site (located at 715 C Street, Marysville, CA 95901) indicated she was not aware of the 1431 Marysville site. After a search of public information regarding the baseball field, the District learned that HCCTS donated $25,000 to sponsor facility upgrades to the field with $12,500 going to sponsor a baseball team called the Marysville Drakes. The Marysville Drakes is a professional privately operated baseball team formed in 2022 (began playing in 2023) and is based in Marysville. https://www.marysvilledrakes.com/

Action Needed

- Respond to the District regarding the aforementioned concerns. This includes providing an explanation for the discrepancy between the information provided to the District about the Marysville 2 site location and its current use as a baseball field instead of a facility. Specifically, HCCTS needs to clarify how this site is affiliated with HCCS, detail the provision of CTE programs at the location, and identify the assigned HCCS administrator for this site.
- The District also expects HCCTS to furnish a comprehensive explanation and breakdown of the $25,000 donation. This should include clarification on how the donation, which benefited a private organization, aligns with applicable laws, particularly addressing the prohibition against the use of public funds for gifts.

Please contact Sharilyn Marshall (sharilyn.marshall@trusd.net) if you need any clarification regarding the above items requested. Thank you for your attention to this information request and for your anticipated cooperation.

Sincerely,

Steve Martinez, Ed.D.
Superintendent, Twin Rivers Unified

cc: Matthew Lemos, Director of Fiscal Services, HCCTS, matthew.lemos@hccts.org
Susan Park, Director, California Department of Education, spark@cde.ca.gov
David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net
Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org
Twin Rivers Unified Board of Trustees:
Michelle Rivas, President, Michelle.Rivas@trusd.net; Michael Baker, Vice President, Michael.Baker@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Stacey Bastian, Member, Stacey.Bastian@trusd.net; Basim Elkarra, Member, Basim.Elkarra@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net

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Member

Rebecca Sandoval
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

June 17, 2024

Via Email

Mayra Valdivia, Acting Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
mayra.valdivia@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern/Request for Information – "Marysville 2" Location TRUSD Requests regarding HCCTS' Response Dated April 5, 2024

Dear. Ms. Valdivia and Board Members:

By correspondence dated March 14, 2024, the Twin Rivers Unified School District (TRUSD) sent the above-referenced Notice of Concern and Request for Information informing Highlands Community Charter and Technical Schools (HCCTS) of our concerns related to the site located at 1431 C Street, Marysville CA, 95901. We also requested information regarding a $25,000 donation HCCTS gave to sponsor the facility upgrades to the field and the privately operated Marysville Drakes baseball team.

TRUSD specifically requested that HCCTS take the following actions by no later than 5:00 PM on April 5, 2024:

- Respond to TRUSD regarding the concerns. This includes providing an explanation for the discrepancy between the information provided to TRUSD about the Marysville 2 site location and its current use as a baseball field instead of a facility. Specifically, HCCTS needs to clarify how this site is affiliated with HCCS, detail the provision of CTE programs at the

- TRUSD also expects HCCTS to furnish a comprehensive explanation and breakdown of the $25,000 donation. This should include clarification on how the donation, which benefited a private organization, aligns with applicable laws, particularly addressing the prohibition against the use of public funds for gifts.

By correspondence dated April 5, 2024, HCCTS responded to our Notice of Concern/Information Request with the attached correspondence and information enclosed.

Based on our review of the response and information provided, we have the following concerns and request additional information/explanation be provided:

1. HCCS represented that the "Marysville 2" HCCS site if for "CTE programs." However, there is no facility, but rather it is a baseball field.

   TRUSD Findings/Concerns – Action Needed:

   - Listing the Marysville 2 site as a CTE site without noting that the program has not started at this site was misleading. When identifying locations in the future, HCCTS needs to indicate whether a site has enrolled students using the site or otherwise indicate whether programs at a site has not yet begun and the anticipated start date.

   - TRUSD is concerned about the business practice of leasing the field for $5,000 per month before student enrollment has been secured and students are actually using the facilities. TRUSD requests that HCCTS address this concern and explain whether this is a regular business practice.

   - Having students enroll in July 2024 for the CTE program at a location without any in-door classrooms to accommodate them during poor weather conditions raises concern about student health and safety. TRUSD requests that HCCTS address this concern including an explanation of how students will be able to participate in the CTE program on days with bad weather conditions.

2. Comprehensive explanation and breakdown of the $25,000 donation/sponsorship.

   TRUSD Findings/Concerns – Action Needed:

   - HCCTS needs to explain how the sponsorship of a private baseball team aligns with applicable laws addressing the prohibition against the unlawful gift of public funds.

   - TRUSD questions why HCCTS did not enter into a services agreement to get the "perks" rather than giving a donation. HCCTS needs to respond to this issue.

The District requests that HCCTS respond to the above concerns by no later than **5:00 PM on July 31, 2024**. Your responses should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure: HCCTS Response dated April 5, 2024.

cc: Susan Park, Director, California Department of Education, spark@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org

Twin Rivers Unified Board of Trustees:

Michelle Rivas, President, Michelle.Rivas@trusd.net; Michael Baker, Vice President, Michael.Baker@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Stacey Bastian, Member, Stacey.Bastian@trusd.net; Basim Elkarra, Member, Basim.Elkarra@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net

Twin Rivers Unified District Executive Cabinet:

Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 23, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern/ Request for Information - Marysville 2 Location Response from April 5, 2024

We have prepared the following report in response to the notice of concern/request for information regarding the Marysville 2 location. It also addresses questions and concerns about the HCCTS CTE program at Marysville 2, the lease, and the health and safety of our students.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Timeline Marysville 2

On May 1, 2023 the original lease with Marysville and Highlands was written and was fully executed at $2,000 per month.

CTE Programs at Marysville 2

At Highlands we currently have two CTE programs that will utilize the Marysville 2 baseball field.

1. Landscaping
2. Sports Officiating

Landscaping

Highlands Community Charter School is still in the process of creating the landscaping CTE program.

Progress has been made in the following ways:

- An Edjoin post was made on April 9, 2024 to hire a Landscaping instructor, for which only one applicant applied and was unqualified for the role
- The landscaping course description written and approved by the HCCTS board of directors in June 2024
- Through our research into the landscaping business, we have learned that landscaping jobs over $500 require students to hold a contractor's license, so our Director of CTE is looking into options for students to also obtain their contractor's license

Sports Officiating

Sports Officiating started at Highlands in 2022 under the direction of Russel Patty, who has 20 years of experience in this field. This program has historically been offered to students at our Del Paso location located at 1100 Las Palmas Avenue, Sacramento, CA 95815 which contains indoor and outdoor facilities. Students learn how to officiate the following sports: volleyball, softball, baseball, and football. Currently, 8 students enrolled in this program will finish their cohort on July 17, 2024. In August of 2024, Highlands will expand the sports officiating CTE program at the Marysville 2 location in order to attract new students and increase enrollment and CTE completion. Through this program, students are able to earn their General Sports Officiating Certificate in the sports they study at Highlands. Additionally, they are eligible to receive a certificate from the National Federation of High School Sports which includes training in different subjects such as:

- Concessions
- Sportsmanship

- Bullying
- Social Media
- Heat Illness

The program lasts ten weeks and is scheduled from Monday through Thursday. Highlands maintains excellent relationships with professional organizations connected to sports officiating. Once students complete the program, they are recruited to work for high schools, private businesses, and parks and recreation.

The Lease

The original lease agreement between Highlands Community Charter School and the City of Marysville was dated May 1, 2023. In the original deal drafted, the contracted monthly payment was listed at $5,000. However, this lease agreement was not fully executed and was renegotiated to $2,000 per month for three years with a 3% yearly increase and the option for renewal.

Typically Highlands Community Charter School will establish a lease agreement or MOU with a facility approximately three months prior to occupying a student-serving space or office space. For the health and safety of our students and staff, the HCCTS facilities and maintenance team, safety team, and IT team check the facility during the previous months before the opening to ensure that everything is set up and ready to be utilized. This is considered a common practice at HCCTS. It is not a typical business practice to lease a space more than three to six months before the opening unless the site or facility requires extensive renovation or repairs.

Student Health & Safety

Student health and wellness is a top priority at HCCTS. We ensure that all students have access to a safe learning environment, including protection from extreme weather conditions such as extreme heat, rain, or snow. While the Marysville 2 baseball field is part of the CTE program, students also have access to our Highlands classrooms located at our Marysville 1 site at 715 C Street Marysville, CA 95901.

The 2024-2025 School Year

Moving forward in the new school year, HCCTS will inform TRUSD regarding the start dates of new CTE programs and the number of students who are currently enrolled or expected to enroll in the CTE programs.

Next Steps

- Human Resouces will post the position on Indeed in an effort to attract more landscaping professionals

- Advertise the landscaping CTE program in Marysville and Yuba City
- Highlands will meet with the City of Marysville to review this contract

Attachments

Attached you will find the following:

- The fully executed lease agreement which shows $2,000 per month
- A list of payments from Highlands to the City of Marysville which shows the $2,000 payments
- The CTE Course Outline for Landscaping
- The CTE Course Outline for Sports Officiating

Item #08

Date: June 20, 2023

To: Mayor and City Council

From: Dan Flores, Community Development Director
Jim Schaad, City Manager

Subject: Lease Agreement for Bryant Field

Recommendation:

Pass a Motion to approve a Lease Agreement for Bryant Field, between the City of Marysville and Highlands Community Charter School.

Background:

Highlands Community Charter School is a Public Adult Community Charter School with a strong presence in the Sacramento and San Diego Region as well as a branch located in the City of Marysville. An important component of the mission of Highlands is building legacies leading to self-sufficiency and generational change through strong community partnerships. Highlands has expressed a desire to lease Bryant Field as a training and event facility, further enhancing its partnership commitment with the City of Marysville.

Discussion and Analysis:

Highlands Community Charter School is an Adult Charter School with over 13,000 students and 30 locations throughout the State of California. Highlands has demonstrated a strong commitment and substantially invested in improving and maintaining Bryant Field. Highlands' commitment and investment have made it possible for the Marysville Drakes Baseball Team to safely play baseball on the field. The Drakes are part of a larger independent professional baseball league called the "Pecos League" with 16 teams throughout the United States including 8 teams in California. The improvements have also created a more attractive environment for other potential events at the ballpark.

Highlands recognized the benefit of training students at Bryant Field and utilizing the stadium for large events related to their school. The City created a mutually beneficial lease agreement. The lease agreement is to be effective May 1, 2023, as Highlands did some maintenance and improvements beginning on that date.

Some key terms of the lease agreement include 1) The lease is for 3 years with the option for renewal. 2) The lease rate is $2,000 per month with a 3% increase each year. 3) The Lessee (Highlands) will be solely responsible for all maintenance and City-approved improvements to the ballpark or field. 4) The Lessee is responsible for all utility expenses (water, sewer, electricity, gas) during the term of the lease. 5) The City will maintain the right to continue holding community and other reserved events at the ballpark under the terms indicated in the lease agreement. 6) All billboards, banners, and other forms of advertising including electronic billboards must be pre-approved by the City. 7) Lessee will have naming rights

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $2,000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the

defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies: Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements: Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2023 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No Assignment or Sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No Release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee fail to request negotiation with the City within fifteen (15) days of the date the City notifies Lessee of its intention to negotiate to have a substitute baseball team or should the parties fail to reach an agreement within sixty (60) days of such notification, the City shall be free to negotiate with others concerning a substitute baseball team to hold baseball games at the Property. The City must approve the name of any successor team within its absolute discretion. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: Murdock Smith
Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283
murdock.smith@hccts.org

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification: Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its City Manager

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: 6/16/23

By: _____
Murdock Smith, its Executive Director/CEO

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville, CA 95901

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6/16/23

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____
its Executive Director/CEO

DATE: 06/25/2023

CITY OF MARYSVILLE

By: _____
its City Manager

ATTEST: _____
City Clerk

HCCS - 2343

6.2.24 Marysville 2 Expense .XLSX

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	A	B	C	D	E	F	G
1		Terms					
2		Start	5/1/2023				
3		End	5/1/2026		Paid		
4		Amount	2,000				
5		Increase	3%	Annually			
6							
7		Year 1	Year 2	Year 3			
8	1	2,000.00	2,060.00	2,121.80	May		
9	2	2,000.00	2,060.00	2,121.80	June		
10	3	2,000.00	2,060.00	2,121.80	July		
11	4	2,000.00	2,060.00	2,121.80	August		
12	5	2,000.00	2,060.00	2,121.80	September		
13	6	2,000.00	2,060.00	2,121.80	October		
14	7	2,000.00	2,060.00	2,121.80	November		
15	8	2,000.00	2,060.00	2,121.80	December		
16	9	2,000.00	2,060.00	2,121.80	January		
17	10	2,000.00	2,060.00	2,121.80	February		
18	11	2,000.00	2,060.00	2,121.80	March		
19	12	2,000.00	2,060.00	2,121.80	April		
20	**Total**	**24,000.00**	**24,720.00**	**25,461.60**	**74,181.60**		
21							
22			**Total Paid YTD**		**28,120.00**		
23							
24			**Owed**		**46,061.60**		
25							
26							
27							
28							
29							
30							
31							

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Sports Officiating

Summary

Grade Level: High School

Subject Area: Hospitality, Tourism, and Recreation

Prerequisites:

- Bridge English
- 10 academic credits toward a high school diploma completed
- 220 CASAS score

Course Hours: 120 hours

Course Credits: 10

Course Code: 8300

Grading: A - F

HCCS Course Number:

Details

Course Description

This Sports Officiating course is designed to provide a comprehensive overview of fundamental principles and practices of officiating various sports. Through direct instruction, hands-on learning, and scenario-based instruction, participants will gain a solid understanding of how to administer and enforce the rules of different sports to ensure the proper conduct of all fans, players, coaches, and bystanders in a safe environment. Topics covered include the rules of common sporting activities, referee mechanics such as hand gestures, game awareness, game safety and management, judgment required to officiate effectively and fairly, and professionalism. In addition to the hard skills required to be a successful sports officiant, students will also develop soft skills such as confidence, accountability, honesty, effective communication, teamwork, and understanding their scope of authority in the context of a sporting event.

General Goals/Purpose

The purpose of this Sports Officiating course is to prepare students for employment as a sports official in the real world. Through hands-on activities and simulated game scenarios, students will have the opportunity to apply officiating principles in practical settings. They will receive constructive feedback from instructors and peers to enhance their officiating skills and decision-making abilities. Through scenario-based instruction, students will learn strategies for maintaining composure, managing conflicts, and promoting sportsmanship. By the end of the course, students will have a solid foundation in sports officiating, enabling them to officiate

games confidently and competently from the adolescent to high school level. This course prepares students for four nationally recognized certification exams including a concussion certification, sportsmanship certification, bullying certification, and social media certification by providing comprehensive coverage of exam-relevant topics and offering weekly quizzes for practice. Whether students aspire to pursue officiating as a career or simply wish to enhance their understanding of sportsmanship and fair play, this course will provide valuable knowledge and practical experience for students interested in sports officiating.

Schoolwide Learner Outcomes Addressed

- Students will demonstrate measurable achievements each term through assessment.
  - Learners apply preferred learning style to coursework in classroom and homework settings to maximum learning potential, while implementing strategies for memory and test-taking.
- Students will make progress toward their career goals.
  - Learners will apply problem-solving skills to provide ideas that would help improve their respective organizations.
- Students will use technology to communicate for personal and academic use.
  - Learners will utilize apps and other technologies to apply time management and organization techniques to create effective schedules.

Certifications/Licenses

National Federation of State High School Associations (NFHS):

- Concussion Certification
- Sportsmanship Certification
- Bullying Certification
- Social Media Certification
- Heat Illness Prevention Certification

Pathway Standards

(Aligned to the California Career Technical Education Model Curriculum Standards: Hospitality, Tourism, and Recreation Pathway)

C3.0 Apply the knowledge and skills essential for effective guest services in the hospitality, tourism, and recreation industry sector.

C3.1 Analyze the importance of guest services to the success of the industry.
C3.2 Demonstrate the concept of exceptional guest service.
C3.5 Understand the roles of management and employees in effectively meeting the needs of culturally and generationally diverse guests and special needs customers.
C3.6 Interact with guests in a positive, responsive, and professional manner.

C5.0 Demonstrate an understanding of the basics of systems operations and the importance of maintaining facilities, equipment, tools, and supplies.

C5.1 Apply the procedures for cleaning, maintaining, and repairing facilities and equipment and the importance of preventive maintenance.
C5.4 Understand the relationship between facilities management and profit and loss, including the costs of resource consumption, breakage, theft, supplies use, and decisions for repairs or replacement.

C12.0 Demonstrate an understanding of the value of recreation and the fundamentals of recreational facilities and services.

C12.5 Explore the departments, functions, and restrictions of public and private parks and recreational facilities and the outdoor recreational programs they offer.

Board Approved June 20, 2024

Instructional Strategies

- Direct Instruction
- Guided Practice & Modeling
- Role Play, Simulations, and Dramatization
- Videos for self-reflection
- Scenario-based Videos
- Reading and Writing
- Differentiated Instruction
- Formative and Summative Assessments
- Targeted Feedback
- Field Trips
- Homework and Review

Evaluation

- Teacher prepared assignments
- In-class evaluation of student work samples and informal assessment
- Participation
- Skills demonstration
- Module assessments
- Final summative assessment

Repetition

Credit is granted on work completed and demonstrated mastery of 80% or more during a set cohort basis. Partial credits can be awarded, but the class cannot be repeated for additional credit. Once the student has mastered all objectives, they shall earn a total of 10 credits.

Course Materials

- Instructor developed and printed materials
- Online resources
- Skills practice videos
- Instructor developed quizzes
- Internet sites (NFHS)
- Handbooks:
    - Basketball Rules Book by by National Federation of State High School Associations
    - Basketball Case Book by National Federation of State High School Associations
    - Basketball Officials Manual by National Federation of State High School Associations
    - Basketball Handbook by National Federation of State High School Associations

-

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Introduction to Landscaping

Summary

Grade Level: High School

Subject Area: Agriculture and Natural Resources

Prerequisites:

- English A and B
- 20 academic credits toward a high school diploma completed
- 225 CASAS score

Course Hours: 120 hours

Course Credits: 10

Course Code: 7170

Grading: A - F

HCCS Course Number:

Details

Course Description

This introductory course exposes students to foundational concepts in the field of landscaping with an emphasis on pursuing career pathways relating to landscape design, maintenance, general rehabilitation, and functional beautification. Students will gain familiarity with industry standard tools ranging from basic hand tools to a general overview of motorized and automated systems and equipment. A heavy focus is placed on the proper handling, application, and disposal of state and federally regulated substances essential to the trade such as chemical fertilizers, pesticides, and herbicides. Students will also learn about modern trends as they pertain to low environmental impact and safety-minded, sustainable practices. Design elements such as implementing minimal water usage foliage and drought conscious irrigation practices will be covered in the curriculum. Installation and maintenance of such systems will comprise the core of the hands-on lab portions of the course. Student learning will be assessed with performance and knowledge evaluations with the goal of obtaining certifications recognised by industry in mind.

General Goals/Purpose

The purpose of this introductory course is to equip participants with the foundational knowledge and practical skills necessary to embark on a successful career in the landscaping industry. This course introduces foundational concepts that prepare students for the concentrator course, where students will take their license exam to obtain a Qualified Applicator License (QAL). This exam includes information on seed treatment, soil fumigation, landscape maintenance, and pest control. Students will be prepared for the QAL exam by providing comprehensive coverage of exam-relevant topics and offering unit exams for practice.

This course will promote student interest and passion in a developing field in the state of California, and prepares students by covering the major concepts and exposing students to the potential career paths in landscaping and agriculture.

Schoolwide Learner Outcomes Addressed

- Students will demonstrate measurable achievements each term through assessment.
  - Learners apply preferred learning style to coursework in classroom and homework settings to maximum learning potential, while implementing strategies for memory and test-taking.
- Students will make progress toward their career goals.
  - Learners will apply problem-solving skills to provide ideas that would help improve their respective organizations.
- Students will use technology to communicate for personal and academic use.
  - Learners will utilize apps and other technologies to apply time management and organization techniques to create effective schedules.

Certifications/Licenses

Qualified Applicator License (QAL)

Pathway Standards

(Aligned to the California Career Technical Education Model Curriculum Standards: Agriculture and Natural Resources)

F1.0 Compare and contrast the hierarchical classification of plants.

F1.1 Practice how to classify and identify plants by order, family, genus, and species.
F1.3 Illustrate how common plant parts are used to classify the plants.
F1.4 Distinguish how to classify and identify plants by using botanical growth habits, landscape uses, and cultural requirements.
F1.5 Identify and select plants for local landscape applications.

F2.0 Summarize plant physiology and growth principles.

F2.1 Understand plant systems, nutrient transportation, structure, and energy storage.
F2.2 Diagram the seed's essential parts and explain the functions of each.
F2.3 Explain how primary, secondary, and trace elements are used in plant growth.
F2.4 Experiment with the factors that influence plant growth, including water, nutrients, light, soil, air, and climate.
F2.6 Explore the factors that affect plant growth.

F3.0 Demonstrate plant propagation techniques.

F3.2 Demonstrate the various techniques for successful plant propagation (e.g., budding, grafting, cuttings, seeds).
F3.3 Utilize and monitor plant reproduction for the development of a saleable product.

F4.0 Develop and implement a plan for basic integrated pest management.

F4.1 Read and interpret pesticide labels and understand safe pesticide management practices.
F4.2 Research how pesticide regulations and government agencies affect agriculture.
F4.3 Identify common horticultural pests and diseases and methods of controlling them.
F4.4 Design an integrated approach to solving plant problems.

F5.0 Summarize water and soil (media) management practices.

F5.1 Explain how basic soil science and water principles affect plant growth.
F5.2 Illustrate basic irrigation design and installation methods.
F5.3 Prepare and amend soils, implement soil conservation methods, and compare results.
F5.4 Research major issues related to water sources and water quality.
F5.5 Explain the components of soilless media and test the use of those media in various types of containers.

F6.0 Apply ornamental plant nutrition practices.

F6.1 Analyze how primary and secondary nutrients and trace elements affect ornamental plants.
F6.2 Use basic nutrient testing procedures on soil and plant tissue.
F6.3 Analyze organic and inorganic fertilizers to understand their appropriate uses.
F6.4 Read and interpret labels to properly apply fertilizers.

F7.0 Develop a plan for the selection, installation, and maintenance of turf.

F7.1 Explain the selection and management of landscape and sports field turf.
F7.2 Demonstrate how to select, install, and maintain a designated turf grass area.
F7.3 Distinguish how the use of turf benefits the environment.

F8.0 Employ nursery production principles.

F8.1 Demonstrate the proper use of production facilities and common nursery equipment.
F8.2 Use common nursery production practices.
F8.3 Demonstrate how to propagate and maintain a horticultural crop to the point of sale.

F9.0 Demonstrate the proper use of containers and horticultural tools, equipment, and facilities.

F9.1 Use different types of containers and demonstrate how to maintain growing containers in controlled environments.
F9.2 Operate and maintain selected hand and power equipment safely and appropriately.
F9.3 Select proper tools for specific horticultural jobs.
F9.4 Install landscape components and electrical, land, and water features.

F10.0 Understand basic landscape planning, design, construction, and maintenance.

F10.1 Utilize terms associated with landscape and design in appropriate context.
F10.2 Produce a residential design, including how to render design to scale using design technology and principles.
F10.3 Use proper landscape planting and maintenance practices.
F10.4 Prune ornamental shrubs, trees, and fruit trees.
F10.5 Produce clear and concise landscape business contracts.

F11.0 Understand basic floral design principles.

F11.1 Demonstrate the use of plant materials and tools.
F11.2 Apply basic design principles to products and designs.

Instructional Strategies

- Direct Instruction
- Guided Practice & Modeling
- Class Discussion
- Guided Reading
- Field Trips
- Project Based Learning
- Research Projects
- Student Presentations
- Differentiated Instruction
- Class Discussion
- Practical Skills Practice
- Homework and Review

Evaluation

- Teacher prepared assignments
- Publisher created assignments
- In-class evaluation of student work samples and informal assessment
- Participation
- Skills demonstration
- Module assessments
- Final summative assessment

Repetition

Credit is granted on work completed and demonstrated mastery of 80% or more during a set cohort basis. Partial credits can be awarded, but the class cannot be repeated for additional credit. Once the student has mastered all objectives, they shall earn a total of 10 credits.

Course Materials

- Instructor developed and printed materials
- Online resources
- Skills practice videos
- Computer based quizzes
- Internet sites
- Textbook: Sustainable Landscape Management: Design, Construction, and Maintenance 1st Edition by Ann Marie VanDerZanden (Author), Thomas W. Cook (Author)

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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

August 15, 2024

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern/Request for Information – "Marysville 2" Location
TRUSD Reply to HCCTS' Response Dated July 23, 2024

Dear. Mr. McGuire and Board Members:

By correspondence dated March 14, 2024, the Twin Rivers Unified School District ("District") sent a Notice of Concern and Request for Information to Highlands Community Charter and Technical Schools ("HCCTS") of our concerns related to the site located at 1431 C Street, Marysville CA, 95901 ("Marysville 2"). The notice also requested information regarding a $25,000 donation HCCTS gave to sponsor the facility upgrades to the field and the privately operated Marysville Drakes baseball team.

Thereafter, by correspondence dated March 29, 2024, HCCTS replied to the above-mentioned letter of concern. On June 17, 2024, the District sent a second Notice of Concern and Request for Information. The District made the following finding:

- Listing the Marysville 2 location as a CTE site without noting that the program has not started was misleading. When identifying locations in the future, HCCTS needs to indicate whether a site has enrolled students or otherwise indicate whether programs at a site has not yet begun and the anticipated start date.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.twinriversusd.org

The June 17, 2024, Notice of Concern and Request for Information also requested that HCCTS take the following actions by no later than 5:00 PM on July 31, 2024:

- TRUSD is concerned about the business practice of leasing the field for $5,000 per month before student enrollment has been secured and students are actually using the facilities. TRUSD requests that HCCTS address this concern and explain whether this is a regular business practice.

- Having students enroll in July 2024 for the CTE program at a location without any in-door classrooms to accommodate them during poor weather conditions raises concern about student health and safety. TRUSD requests that HCCTS address this concern including an explanation of how students will be able to participate in the CTE program on days with bad weather conditions.

- HCCTS needs to explain how the sponsorship of a private baseball team aligns with applicable laws addressing the prohibition against the unlawful gift of public funds.

- TRUSD questions why HCCTS did not enter into a services agreement to get the "perks" rather than giving a donation. HCCTS needs to respond to this issue.

By correspondence dated July 23, 2024, HCCTS replied to the District's above-mentioned Second Letter of Concern and Request for Information. Based on our review of HCCTS July 23, 2024, response, the District makes the following findings/concerns and requires the following additional actions:

1. HCCTS represented that the "Marysville 2" HCCS site is for "CTE programs." However, there is no facility, but rather it is a baseball field.

   <u>District Findings – Action Needed:</u>

   - The District appreciates HCCTS' response to the District's information request and expressed willingness moving forward to inform the District regarding the start dates of new CTE programs and the number of students enrolled or expected to enroll in the CTE programs. Please direct all such communications to Sharilyn Warta (sharilyn.warta@trusd.net).

2. Comprehensive explanation and breakdown of the $25,000 donation/sponsorship.

   <u>District Findings/Concerns – Action Needed:</u>

- Even though the District requested that HCCTS respond to this request by July 31, 2024, to date we have not received any response from HCCTS. This item is not even referenced in HCCTS' latest July 23 correspondence regarding the Marysville 2 location. Therefore, with this correspondence the District reiterates its request for HCCTS to provide a comprehensive explanation and breakdown of the $25,000 donation/sponsorship.

  As you are aware, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District

"regarding any inquiries." It is the District's expectation that HCCTS promptly respond to this request as required by Education Code section 47604.3.

The District requests that HCCTS respond to the above requests for information/concerns by no later than **5:00 PM on September 20, 2024**. Your responses should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
TRUSD Letter of Notice of Concern/Request for Information dated March 14, 2024
HCCTS Response dated March 29, 2024
TRUSD Follow-up Letter of Concern/Request for Information dated June 17, 2024
HCCTS Response dated July 23, 2024

cc: Susan Park, Director, California Department of Education, spark@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org

Twin Rivers Unified Board of Trustees:
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Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

From: Sharilyn.Warta
To: Bill McGuire
Cc: Ryan.DiGiulio; Gina.Carreon; Marci.Bernard; Melissa Roberson
Subject: FW: Marysville 2 Location and Donation Follow-Up Communications
Date: Tuesday, September 24, 2024 8:39:00 AM
Attachments: [redacted]
2024.08.15.Ltr.TRUSD.Reply.to.HCCTS.Resp.re.Marysville.2.Location.and.Donations.pdf
2024.07.23.Ltr.HCCTS.Response.re.Marysville.2.Location.pdf
2024.03.14.Ltr.Notice.of.Concern.and.Request.for.Information.Marysville.pdf
2024.03.29.HCCTS.Response.re.Marysville.Baseball.Field.pdf
2024.06.17.Ltr.TRUSD.Reply.to.HCCTS.Resp.re.Marysville.2.Location.and.Donations.pdf

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This email is being sent on behalf of Ryan DiGiulio, Chief Business Official, Twin Rivers Unified School District.

Good Morning,

On August 15, 2024 I sent the attached letter and enclosures on Ryan DiGiulio's behalf, requesting information/explanation from HCCTS regarding the Marysville 2 location.

The District requested that HCCTS respond by no later than 5:00 PM on September 20, 2024, but as of the date of this email, the District has not received a response to our information request or any communication from HCCTS regarding this matter. Therefore, with this correspondence the District reiterates its request for HCCTS to provide additional information/explanation in response to the enclosed correspondence.

As you are aware, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." It is the District's expectation that HCCTS promptly respond to this request as required by Education Code section 47604.3.

Therefore, TRUSD requests that HCCTS respond to the items above no later than **5:00 PM on October 7, 2024**.

Please contact me if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Sharilyn.Warta
Sent: Thursday, August 15, 2024 1:21 PM
To: Bill McGuire <bill.mcguire@hccts.org>; Ernie Daniels - <erniedaniels7@gmail.com>; silvr01@yahoo.com; powersmatt@comcast.net; scameron1945@gmail.com; captainrick513@gmail.com; sondra.betancourt@hccts.org; mellonie.yang@hccts.org; mary.dechance@hccts.org; mike.reid@hccts.org
Cc: Susan Park <SPark@cde.ca.gov>; dgordon@scoe.net; mfine@fcmat.org; Steve.Martinez <Steve.Martinez@trusd.net>; Gina.Carreon <Gina.Carreon@trusd.net>; Marci.Bernard <Marci.Bernard@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: Marysville 2 Location and Donation Follow-Up Communications

This email is being sent on behalf of Ryan DiGiulio, Chief Business Official, Twin Rivers Unified School District.

Good Afternoon,

Please see the attached follow-up letter regarding the Marysville 2 location and donation as well as the additional enclosures.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

TRUSD received this letter via email on September 25, 2024.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

September 24, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/Request for Information Regarding Marysville 2 Location

Dear Shari Warta,

In response to the notice of concern and request for information, we have prepared the following report. The report addresses questions and concerns related to the Marysville 2 location.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

The Sponsorship
On March 14, 2023 Highlands Community Charter School received a request for information from TRUSD. On April 5, 2023 HCCTS sent TRUSD a response with the evidence of a proposal for sponsoring the Marysville Drakes Baseball Team dated March 11, 2023. The proposal outlined the various benefits that HCCTS would gain from this sponsorship. As provided in the previous letter, Highlands received the following marketing benefits from the $25,000 sponsorship:

● The field name will be “It’s Never Too Late…” Field with logo graphic provided by HCCTS

● HCCTS will designate a series of home games with allowance to set up, manage, and maintain student recruitment stations

● HCCTS Graphics will be used on game programs, snack bar menus or other printed materials pertaining to Drake's home games

● Banner or painted graphic to be placed on right-center field wall with HCCTS designated logo

● Designated HCCTS Painted Graphic on a home-field dugout

● On Deck Circle Rug with HCCTS, "It's Never Too Late…” Graphic on Home and Visitors station

● 6 VIP Tickets will be made available for 2023 scheduled home games. Optional tickets for visiting tickets to all affiliate Pecos League Team games. Given a written request for those tickets five days in advance of the game desired

● Notification of the Drakes employment for team support positions for local Highlands students or students of Highlands students 16 years or older to be interviewed for potential hire

● ‘It’s Never Too Late…’ HCCTS Logo patch placed on team game day uniforms/or/game day hat

● HCCTS Branding displayed on game day tickets

● One designated HCCTS Group Night

The sponsorship provided to the city of Marysville is unrestricted funds. Highlands has no knowledge of how the money was spent.

CTE Programs at Marysville 2
Highlands Community Charter School signed an MOU with Marysville 2 baseball field) with the intention of creating a CTE program (landscaping) and expanding our sports officiating program to Marysville 2. Due to staffing challenges, and the inability to acquire a qualified and credentialed teacher to lead these programs, we are now meeting with the City of Marysville and resonidering this lease agreement. This consieration reflects our commitment to efficiently allocating resources and prioritizing areas that most benefit our students and the community. Our primary concern remains the best interests of our students.

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

October 16, 2024

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern – "Marysville 2" Location TRUSD Reply to HCCTS' Response Received September 25, 2024

Dear. Mr. McGuire:

By correspondence dated March 14, 2024, the Twin Rivers Unified School District ("District") sent a Notice of Concern and Request for Information to Highlands Community Charter and Technical Schools ("HCCTS") of our concerns related to the site located at 1431 C Street, Marysville CA, 95901 ("Marysville 2"). The notice also requested information regarding a $25,000 donation HCCTS gave to sponsor the facility upgrades to the field and the privately operated Marysville Drakes baseball team.

Thereafter, by correspondence dated March 29, 2024, HCCTS replied to the above-mentioned letter of concern. On June 17, 2024, the District sent a second Notice of Concern and Request for Information. The District received HCCTS' reply on July 23, 2024. On August 15, 2024, the District sent a follow-up communication to HCCTS.

The August 15, 2024, Notice of Concern and Request for Information also requested that HCCTS take the following actions by no later than 5:00 PM on September 20, 2024:

- Even though the District requested that HCCTS respond to this request by July 31, 2024, to date we have not received any response from HCCTS. This item is not even referenced in HCCTS' latest July 23, 2024 correspondence regarding the Marysville 2 location. Therefore, with this correspondence the District reiterates its request for HCCTS to provide a comprehensive explanation and breakdown of the $25,000 donation/sponsorship.

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- As you are aware, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." It is the District's expectation that HCCTS promptly respond to this request as required by Education Code section 47604.3.

On September 25, 2024, the District received a correspondence from HCCTS dated September 24, 2024, as a reply to District's above-mentioned, Third Letter of Concern and Request for Information.

District Findings

- Based on our review of the September 25, 2024, response regarding HCCTS explanation of the $25,000 donation/sponsorship, the District has determined no further action is required by HCCTS at this time related to that time.

- In the September 25, 2024, you also indicate that due to staffing challenges, and the inability to acquire a qualified and credentialed teacher to lead a planned CTE program (landscaping) and an expanded sports officiating program at the Marysville 2 location, HCCTS is meeting with the City of Marysville to reconsider the lease agreement. Once determined, please notify TRUSD whether HCCTS intends to move forward with a lease agreement for the Marysville 2 location.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
TRUSD Letter of Notice of Concern/Request for Information dated March 14, 2024
HCCTS Response dated March 29, 2024
TRUSD Follow-up Letter of Concern/Request for Information dated June 17, 2024
HCCTS Response dated July 23, 2024
TRUSD Follow-up Letter of Concern/Request for Information dated August 15, 2024
HCCTS Response received September 25, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

January 14, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern - "Marysville 2" Location TRUSD Reply to HCCTS' Response Received September 25, 2024

Dear Mr. DiGiulio,

On October 16, 2024, HCCTS received a follow-up response from TRUSD regarding the Marysville 2 location. We have prepared the following report to address the requested information.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Lease Termination

On November 7, 2024, the HCCTS Board of Directors approved the updated site list for the 2024-2025 school year. As part of this update, the Marysville 2 site located at 1431 C Steet in Marysville, was proposed for closure. The termination of the MOU between HCCTS and the city of Marysville is dated November 30, 2024. Please see the contract below.

MUTUAL TERMINATION OF LEASE AGREEMENT

RECITALS

Whereas, City of Marysville, a municipal corporation ("City") and Highlands Community Charter Technical Schools ("Lessee") entered into a lease ("Lease"), made effective May 1, 2023, of a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Whereas, City and Lessee now mutually agree to terminate the Lease upon the terms of this agreement ("Agreement") set forth herein.

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this "Termination Agreement", and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Lessee (collectively, "Parties") hereby agree as follows:

1. **Termination of Agreement.** Effective November 30, 2024 ("Termination Date"), the Parties agree to terminate the Agreement. The Agreement shall have no force or effect after the Termination Date.

2. **Consideration**. City shall continue to receive payment equal lease payments from Lessee from December 1. 2024, through April 30, 2026, in the amount of $33,639.80.

   - City shall also have the ability to lease the Property to another lessee as of the Termination Date.
   - The Lessee will sell certain equipment (Exhibit A) to the City for $1.00 (one dollar and no cents), with the option of having it returned if the Lessee leases the Property in the future. City expressly acknowledges this option and the potential for Lessee to lease the Property in the future, subject to mutual agreement of the Parties.

3. **Effect of Termination on Agreement.** Except as expressly provided in this Agreement, the Parties acknowledge and agree that their respective rights and obligations under the Lease are terminated, aside from claims which might be the subject of indemnity obligations, which shall survive until the claims are resolved.

4. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Agreement, this Termination Agreement, and the consummation of the transactions contemplated hereby.

5. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under the Agreement to any third party. Each Party represents that the execution and delivery of this Termination Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.

6. **No Admission of Liability.** City and Lessee expressly agree and acknowledge that their entering into this Termination Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wronging with respect to the Agreement.

7. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Termination Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Termination Agreement, and to evidence the termination of the Agreement, and to release all obligations and liabilities of the Parties thereunder.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS TERMINATION AGREEMENT AS OF THE TERMINATION DATE.

CITY OF MARYSVILLE

By: _____
JIM SCHAAD, City Manager
City of Marysville

HIGHLANDS COMMUNITY CHARTER TECHNICAL SCHOOL

By: _____
BILL MCGUIRE, Executive Director
Highlands Community Chater Technical School

ATTEST

By: _____
NADINE SIMS, City Clerk
City of Marysville

Exhibit A
Marysville Equipment Inventory List - 11/20/24

Item Description	Purchase Cost	Purchase Date
2008 TORO 5510 Fairway Mower	$ 5,500.00	May-23
JOHN DEERE 220 E - Hybrid Mower	$ 4,690.67	May-23
JOHN DEERE 1200A	$ 22,385.79	Sep-23
BOBCAT Diesel Utility Vehicle - UV34	$ 19,917.88	May-23

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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 19, 2025

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern – "Marysville 2" Location
TRUSD Reply to HCCTS Response Dated 1/14/25

Dear. Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

By correspondence dated March 14, 2024, the District sent a Notice of Concern and Request for Information to HCCTS regarding concerns related to the site located at 1431 C Street, Marysville CA, 95901 ("Marysville 2"). The notice also requested information regarding a $25,000 donation HCCTS gave to sponsor the facility upgrades to the field and the privately operated Marysville Drakes baseball team.

Thereafter, the District sent and received multiple communications with HCCTS regarding the items outlined in the March 14 Notice. These correspondence dates are outlined below:

- HCCTS Response dated March 29, 2024
- District Reply dated June 17, 2024
- HCCTS Response dated July 23, 2024
- District Reply dated August 15, 2024
- HCCTS Response dated September 25, 2024
- District Reply dated October 16, 2024
- HCCTS Response dated January 14, 2025

Outlined below is a summary of the District's findings based on our review of HCCTS' January 14, 2025 response.

District Findings

- The HCCTS Board approved termination of the lease for the Marysville 2 location on November 7, 2024 and notified the District of this termination on January 14, 2025. HCCTS' September 25 communication provided advanced notification (at least 30-days in advance) of the proposed facility changes. Pursuant to the Mutual Termination of Lease Agreement ("Termination Agreement") with the City of Marysville, the lease was terminated effective November 30, 2024. However, while the lease terminated November 30th the Termination Agreement in paragraph #2 specifies that the City "shall continue to receive payment equal lease payments from Lessee [HCCTS] from December 1, 2024, through April 30, 2026, in the amount of $33,639.80."

  Please respond to the District confirming our understanding that HCCTS is still paying lease payments to the City in this amount and obligated to do so through April 30, 2026.

- The Termination Agreement in paragraph #2 also provides that HCCTS "will sell certain equipment (Exhibit A) to the City of $1.00 (one dollar and no cents), with the option of having it returned if the Lessee leases the Property in the future." Per Exhibit A, HCCTS purchased the equipment listed in Exhibit A for a total "purchase cost" of: $52,494.34. Given that the equipment was relatively new (purchased in 5/23 and 9/23), selling it all to the City for the sum of $1.00 raises concern regarding HCCTS' management of its funds and resources.

  Please provide an explanation regarding why this equipment was essentially donated to the City as consideration for termination of the lease, particularly given that the Termination Agreement still requires HCCTS to make lease payments through April 30, 2026. Please also confirm that transfer/disposal of the equipment in this manner was consistent with applicable HCCTS policies.

- In the September 9 reply, HCCTS stated that the sponsorship proposal with the Marysville Drakes Baseball team, dated March 11, 2023 included various "benefits" to individuals. Most of the benefits outlined in the September 9 reply were related to recruitment and marketing opportunities. However, the additional "benefits", which were included in the proposal for VIP tickets at home games and tickets to affiliated Pecos League Team games raises additional concerns.

  Please provide a list of all the employees who received the above-referenced benefits. Include in your response the job title of each employee at the time that they received the benefit.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure

HCCTS Response dated January 14, 2025, with enclosures.

cc:

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 21, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern - "Marysville 2" Location
TRUSD Reply to HCCTS Response Dated 1/14/25

Dear Mr. DiGiulio,

On February 19, 2025, HCCTS received a notice of concern regarding the Marysville 2 location. In response, we have prepared the following report.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Marysville 2 Lease Termination & Equipment

The termination agreement between HCCTS and the City of Marysville requires that HCCTS will continue to provide payments equal to the lease amount from HCCTS from December 1, 2024, through April 30, 2026, totaling $33,639.80. HCCTS confirms its commitment to meeting the financial obligations post-termination as stipulated in the agreement.

The termination agreement states: "If the Lessee leases the property again in the future, HCCTS has the option to get the equipment back. HCCTS sold it to the City for just $1.00 but it's not a permanent sale. The agreement allows HCCTS to reclaim the equipment later if the property is leased again."

If HCCTS returns to the Marysville 2 in the future, we would have the opportunity to reclaim this equipment for a CTE program. Significant time and resources were invested in this site, and HCCTS may revisit a Career and Technical Education (CTE) program there in the future based on student interest. HCCTS doesn't currently have a transfer or disposal of equipment policy.

Highlands Night at the Ballpark

On June 24, 2023, HCCTS hosted a marketing and recruiting event, "Highlands Night at the Ballpark." This was the only event held under the sponsorship agreement, and it was open to all students, staff members, and their families. Entry was free, and attendees were required to present their staff or student ID. Prior to the event, a calendar invite was sent to all employees and a flyer was distributed at each HCCTS location. According to the Google Calendar invite sent out by Doc Smith, 78 HCCTS employees responded yes. In total, approximately 250 students, staff, and their families participated in the event. Below you will find the names and titles of staff who responded yes to the calendar invite.

#	HCCTS Employee and their position*	#	HCCTS Employee and their position*
1	Abdul Akbari *Instructional Paraeducator I*	41	Maliha Khan *Teacher*
2	Abdul Sarhal *Teacher*	42	Maria Gonzalez *Clothing Closet Attendant*
3	Abed Mohammad Khan *Information Technology Product*	43	Mariam Mostajab *Teacher*

	Technician II		
4	Alexa Carrillo *Executive Assistant*	44	Maria Pile *Principal*
5	Alim Fevziyev *Student Enrollment Specialist*	45	Mariza Crapson *Teacher*
6	Alona Kozachenko *Student Registration Technician II*	46	Marvin Johnson *Teacher*
7	Alyssa Gutierrez *Instructional Paraeducator II*	47	Maryana Mazyak *Administrative Assistant I*
8	Andrew Michaud *Associate Deputy Director*	48	Mavzuna Rahimova *Teacher*
9	Anna Mozghova *CTE Teacher*	49	Mayra Valdivia *Deputy Director*
10	Beheshta Formul *CTE Teacher*	50	Melissa Roberson *Director of Accountability and Assessment*
11	Brian Ward *Teacher*	51	Mike Powell *Academic Service Generalist*
12	Byanca Alcazar *Credentialing Coordinator*	52	Mohammad Israel Hikmat Test Proctor I
13	Camille Adams *Principal*	53	Mohammad Y Amiri *Instructional Paraeducator II*
14	Carmen Contreras *Teacher*	54	Murdock Smith *Former Executive Director*
15	Dakarai Allen *Teacher*	55	Nasima Ahmadi *Administrative Assistant II*
16	Daniel Nichols *Teacher*	56	Natalia Luginova *Teacher*
17	Disa Cameron *Director of Community Relations*	57	Nataliia Maksymiv *Teacher*
18	Douglas Hirsch *Teacher*	58	Natalina Archambeault *Academic Services Generalist*

19	Eli Butcher *Curriculum Coordinator*	59	Nereida Araiza *Student Engagement Generalist*
20	Elio Aguilar *Mobile Services Driver*	60	Nitya Nand *Payroll Manager*
21	Farid Ahmad *Student Engagement Generalist*	61	Nooria Nabizadah *CTE Teacher*
22	Fatemeh Mohammadi *Instructional Paraeducator II*	62	Oksana Reznik *Teacher on Special Assignment*
23	Fatime Gholame *Instructional Paraeducator I*	63	Patricia Lopez *Teacher*
24	Francis Storey *Instructional Paraeducator II*	64	Paul Khoury *Controller*
25	Harold Pressley *Special Projects Coordinator*	65	Razia Rezaee *Instructional Paraeducator I*
26	Homayoon Formul *Teacher*	66	Rich Henning *Director of School Services*
27	Irina Bardusova *Academic Service Generalist*	67	Serhii Mozghovyi *Test Proctor I*
28	Iryna Yanytska *Principal*	68	Shaina Miranda *Executive Assistant*
29	James Powers *Student Engagement Generalist*	69	Shawna Thiel *Instructional Paraeducator I*
30	Jennifer McClure *Teacher*	70	Stacey Williams *Teacher*
31	Jet Haresco *Events Generalist*	71	Steven Barker *Maintenance Specialist II*
32	Julia Herrera *Lead Instructional Paraeducator*	72	Suhaila Ahang *Teacher*
33	Karen Lopez *Student Engagement Generalist*	73	Svetlana Brunner *Teacher*
34	Kate Thirkill *CASAS Coordinator* *Accountability & Assessment*	74	Svyatoslav Iotko *Multimedia Production Specialist*

35	Kelsey Rogers *Administrative Assistant I*	75	Tou Thao *Community Employment Liaison*
36	Khrystsina Talstyka *Principal*	76	Vicki Neal *Principal*
37	Kristopher Macias *Director of Instruction and Professional Learning*	77	Yao Chin *Digital Implementation Specialist*
38	Lana Bondar *Marketing and Communications Coordinator*	78	Zahra Alavi *Test Proctor I*
39	Linda Aviluz *Safety & Compliance Generalist*		
40	Lorree Wallender *Teacher*		

**These are the current job titles of the HCCTS employees who participated. Some employees had a different job title in June 2023.*

From: Melissa Roberson
To: Sharilyn.Warta
Subject: Re: Marysville 2 Response
Date: Tuesday, March 25, 2025 3:08:07 PM
Attachments: image.png
image.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Hello Shari,

HCCTS employees did not use any VIP tickets. The "Highlands Night at the Ballpark" was the only event held under the sponsorship agreement.

Thank you,

On Mon, Mar 24, 2025 at 9:53 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> Thank you for the reply to the Marysville 2 letter from February 19. I have a clarifying question regarding the response. The District's February 19th letter asked for a list of employees who received benefits, meaning "VIP tickets". Your response discusses an event held on June 24, 2023 and you state that this was "the only event held under the sponsorship agreement". We appreciate the information about the event, but our request was for the names and job titles of employees who used a VIP tickets since the partnership began.
>
> Are you saying that the VIP tickets donated to HCCTS by the Marysville Drakes Baseball team were never used by any HCCTS employees?
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652
>
> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT
>
> **From:** Melissa Roberson <melissa.roberson@hccts.org>
> **Sent:** Friday, March 21, 2025 5:35 PM
> **To:** Sharilyn.Warta <Sharilyn.Warta@trusd.net>
> **Cc:** Gina.Carreon <Gina.Carreon@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
> **Subject:** Marysville 2 Response
>
> Hello Shari,
>
> Please see the attached letter regarding Marysville 2.

Thank you

--

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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Logo

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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Exhibit H

HCCS Oversight Reports

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

April 3, 2023

HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)

Prepared by: Shari Marshall

This report summarizes the Highlands Community Charter School (HCCS) for the 2021-22 school year activities and includes and update on the 2022-23 school year.

Key Data Points	2019-2020	2020-2021	2021-2022	2022-2023
October Enrollment	3,336	3225	3751	6749
Socioeconomically Disadvantaged	92.24%	95.04%	95.09%	93.85%
English Learners	90.32%	90.90%	91.10%	94.38%

NOTE: HCCS noted that there was a confusion between ADEL and EL codes which resulted in a discrepancy in percentages for data submitted on dashboards. The above percentages for HCCS came directly from HCCS.

The report will be divided into seven areas and are aligned with TRUSD board policy on charter oversight.

Part 1 Compliance with Legal Requirements (Board Policy)
Part 2 Student Outcomes and LCAP (Board Policy)
Part 3 Fiscal Condition (Board Policy)
Part 4 Key Data Points
Part 5 Site Visit Observations
Part 6 Summary
Part 7 Appendix

TWIN RIVERS UNIFIED BOARD POLICY: MONITORING CHARTER SCHOOL PERFORMANCE

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both school wide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32*, *47604.33*, *47606.5*)

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

PART I: COMPLIANCE WITH LEGAL REQUIREMENTS (BOARD POLICY)

Board Policy:

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

HCCS states they filed all required reports with their office, and there are no known violations of law. TRUSD states that all required reports have been filed, and there are no known items to report.

PART 2: STUDENT OUTCOMES AND LCAP (BOARD POLICY)

Board Policy:

The Board shall monitor each charter school to determine whether it is achieving, both school wide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability

There are limited ways to measure student outcomes for alternative programs as students do not take the Smarter Balanced Assessments taken in traditional K-12 schools. Data points from the most recent LCAP are included in this report.

Dashboard Alternative School Status (DASS) (2019-20 Data)
HCCS is a DASS participating school.

The 2022 California School Dashboard (Dashboard) and Graduation Rate Additional Report now include the DASS one-year graduation rates for schools identified as DASS. DASS schools are alternative schools that mainly serve "at-promise" students and have met the DASS eligibility requirements. The DASS one-year graduation rate measures the percentage of students who were enrolled in grade twelve (including early grade eleven graduates) during the 2021–22 school year and earned a standard high school diploma, special education certificate of completion, California High School Proficiency Examination (CHSPE), or an adult education diploma. These students count as graduates for the purposes of the DASS one-year graduation rate.

Please note that due to the denial of California's waiver by the U.S. Department of Education in 2022, the DASS one-year graduation rate will not be used for accountability purposes. Instead, it is provided for informational purposes only at the school-level for DASS schools. In addition, DASS one-year graduates will not be used for calculating the outcomes of the College/Career Indicator for DASS schools in future Dashboards.

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

PART 3: FISCAL CONDITION (BOARD POLICY)

Board Policy:
The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Highlands was financially solvent at the close of 2021-22. The audit report reflects unrestricted net assets of $12.4 M at the close of 2021-22.

2021-22 End of Year Financial Position

Statement of Financial Position Audited Financial Statement								
		2019-2020			2020-2021			2021-2022
ASSETS								
Cash	$	2,804,724		$	1,756,910		$	8,612,678
Accounts Receivable	$	4,600,306		$	15,265,303		$	6,924,773
Prepaid	$	136,177		$	614,795		$	810,421
Intercompany Receivable (payable)				$	950,000			
Fixed Assets	$	1,378,849		$	1,130,877		$	2,396,554
Deposits	$	21,763		$	51,112		$	97,321
Total Assets	$	8,941,819		$	19,768,997		$	18,841,747
Cash Overdraft/Line of Credit	$	9,970		$	3,984,944			
Accounts Payable	$	1,386,511		$	562,383		$	1,260,236
Accrued Expense	$	653,515		$	1,110,547		$	1,927,856
Revenue Anticipated Notes	$	2,634,489						
Deferred Revenue				$	772,837		$	641,138
PPP Loan Payable	$	2,973,000		$	2,973,000			
Factoring Agreement								
Total Current Liabilities	$	7,657,485		$	9,403,711		$	3,829,230
Restricted				$	1,181,511		$	2,569,568
Unrestricted	$	1,284,334		$	9,183,775		$	12,442,949
Total Net Assets	$	1,284,334		$	10,365,286		$	15,012,517
Total Net Assets & Liabilities	**$**	**8,941,819**		**$**	**19,768,997**		**$**	**18,841,747**

*Highlands Community Charter and Technical Schools Financial Statements June 30, 2022, pg 22.

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)

Annual Oversight Report 2021-2022

2021-22 Second Interim Multi-Year Projection (MYP) Summary

Based on data submitted in March 2023 (Second Interim Budget), Highlands projects to be fiscally solvent in 2022-23, 2023-24,2024-25 with a projected ending balance of $26 M in 2022-23 at approximately 40% of expenditures.

Statement of Financial Position		HCCS 2ND INTERIM MYP		
	2021-22 Unaudited Actuals	2022-23	2023-24	2024-25
ADA/Projected ADA	2697.1	4,500	5,400	6,480
Income	$ 49,054,051	$ 77,746,099	$ 99,115,585	$ 122,418,989
Expenditures	$ 44,094,580	$ 66,406,698	$ 88,451,106	$ 107,473,564
Income Less Expenditures	$ 4,959,470	$ 11,339,401	$ 10,664,479	$ 14,945,425
Beginning Balance	$ 10,365,286	$ 15,012,517	$ 26,351,918	$ 37,016,397
Ending Balance	$ 15,324,756	$ 26,351,918	$ 37,016,397	$ 51,961,822
Ending Balance as % of Expenses	34.75%	39.68%	41.85%	48.35%

*Unaudited Actuals HCCS & 2021-22 Multi-Year Projection Summary (HCCS)

PART 4: KEY ELEMENTS DATA

Enrollment by Ethnicity

Highlands Community Charter School (CBEDS)										
Year	Total Students	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2022-23	6749	166	14	1308	3	1378	44	3501	309	26
2021-22	3751	161	16	888	3	1144	26	1347	145	21
2020-21	3225	128	17	758	1	840	21	1322	111	27

*https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthYears.aspx?cds=34765050130757&agglevel=School&year=2021-22&ro=y

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)

Annual Oversight Report 2021-22

PART 4

Other Key Data Elements

	2021-22 HCCS Age Range					2022-23 HCCS Age Range				
Age Group	Grade 2	Grade 9	Grade 10	Grade 12	Total Enrollment	Grade 2	Grade 9	Grade 10	Grade 12	Total Enrollment
22		26	1	6	33	0	79	0	2	81
23-29		510	10	145	665	1	1188	0	92	1281
30-39		1185	10	253	1448	1	2421	14	205	2641
40-49		830	17	131	978	0	1492	8	107	1607
50+		552	5	70	627	0	1068	5	63	1136
Total	0	3103	43	605	3751	2	6248	27	469	6746

*https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050130757&agglevel=School&year=2022-23&ro=y

CALPADS data from the LCFF Unduplicated Pupil Counts reports HCCS' EL population to be at 89.79%

English Learners							
2021-22 English Learner	English Only	Initial Fluent English Proficient	English Learner	Reclassified Fluent English Proficient	TBD	Total	EL as % of Total
HCCS	383	6	3,368	12	0	3,751	89.79%
TRUSD	16,072	627	8,182	3,868	36	32,514	50.91%
Sacramento Co.	159,492	8,079	42,410	28,592	693	243,002	26.59%
State	3,509,857	270,040	1,127,648	963,056	15,481	589,240	32.13%

*CA_LCFF Unduplicated Pupil Count 2021-22

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

Unduplicated Pupil Percentage (UPP)

Highlands UPP was 98% in 2021-22.

Unduplicated Pupil % Counts	2018-19	2019-20	2020-21	2021-22
Total Enrollment	1,980	3,336	3,225	3,751
Free & Reduced Meal Program	1,828	3,077	2,852	3,481
Homeless	7	51	93	289
Direct Certification	19	8	13	10
Unduplicated FRPM Eligible Count	1,831	3,086	2,871	3,499
English Learner (EL)	1,725	3,013	2,912	3,368
CALPADS Unduplicated Pupil Count (UPC)*	1,961	3,273	3,202	3,698
UPP %**	99.04%	98.11%	99.29%	98.59%

*Students are counted once to arrive at this total
*Funded UPP based on three year rolling average and may be capped at % of authorizing LEA

*https://www.cde.ca.gov/ds/ad/filescupc.asp

2021-22 Expenditures

76% of expenditures were identified as educational program services. Approximately 57% of the budget is spent on salaries and benefits of employees.

HCCS 2020-21 Expenditures*	Educational Programs	General & Administrative	Total	Prior Year
Certificated Salaries	$ 9,467,260	$ 1,132,576	$ 10,599,836	
Classified Salaries	$ 7,987,567	$ 475,404	$ 8,462,971	
Employee Benefits	$ 5,705,796	$ 520,031	$ 6,225,827	
Books & Supplies	$ 3,166,181	$ 7,924,068	$ 11,090,249	
Professional/Consulting/Operating Expenditures	$ 7,515,656		$ 7,515,656	
Special Education Costs			$ -	
Depreciation		$ 232,093	$ 232,093	
Interest Expense	$ 52,410		$ 52,410	
Total	$ 33,894,870	$ 10,284,172	$ 44,179,042	
% by Program/Support	76.72%	23.28%	100.00%	
Total Expenditures (less depreciation)			$ 43,946,949	$ 54,943,544
Total Employee Costs/Benefits			$ 25,288,634	$ 32,578,105
Total Employee Costs/Benefits as % of Total Expenditures			57.54%	59.29%

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

PART 5: SITE VISIT OBSERVATIONS

Leadership

On Thursday January 19, 2023 Twin Rivers visited 5 sites for HCCS and CICA. The visits were lead by Von Allen, Director of Equity Initiatives, Brian Hamilton, Assistant Deputy Director and Mayra Valdivia, Assistant Deputy Director. Executive Director, Murdock Smith met up with the team at the Oak Park site. Principals from most of the sites lead the tour at their locations.

Physical Plant

The physical plants varied from business office spaces, to a converted car dealership, churches and a historical parish downtown. The Historic Oak Park site had recently received updates with renovations and fresh paint. The Florin site provided a very open floor plan while still allowing space for private meetings. The Calvary site provided plenty of space for the class, but could use some improvements to widen the narrow hallway to be ADA compliant. CICA and HCCS use shared spaces in many of the locations.

Classroom Visits

The in-person classroom visits provided a brief look at the approach to instruction for the various levels of English Learners. In most classes, students were seated in groups with others at similar EL levels. Groups are encouraged to collaborate and assist one another with work as needed. TRUSD witnessed multiple creative and interactive uses of technology such as a Jeopardy game with a focus on punctuations, American idioms, and word definitions. Student engagement were fully engaged in each classroom. The 4+ class lead by Mr. Aguirre was extremely full providing very little space to walk. Fewer tables or a bigger class would be more ideal.

Challenges

The greatest challenges for teachers is the new curriculum implementation as the learning curve is steep. For students, the greatest challenge is trying to get their basic needs met while investing in their education. As an organization, HCCS is challenged by the staffing and teacher shortage as well as finding ways to ensure students have their basic needs met so they can move from “survival to significance”.

Successes

While the new curriculum implementation is the greatest challenge for teachers, it is also the one of their greatest successes. Students are excited, making quicker progress and getting more support. For the organization, HCCS feels one of their greatest successes is to be serving a population of students that would otherwise be overlooked, which includes a 70% EL population and 34% African American student population.

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

PART 6 SUMMARY

Twin Rivers conducted the annual leadership meeting on November 3, 2022. Members from Highlands Community Charter School and California Innovative Career Academy were present:

- Murdoc Smith, Executive Director
- Matthew Lemos, Acting Director of Finance
- Christina Martinez, Director, CICA
- Lars Jorgensen, Chief of Staff
- Kevin Taylor, Deputy Director
- Melissa Roberson, Special Projects
- Brian Hamilton, Assistant Deputy Director
- Andrew Michaud, Principal
- Mayra Valdivia, Assistant Deputy Director

The Leadership team shared a brief overview of how the programs began in 2014-15 and how it has evolved to where it is today. The team is especially proud to be providing independent learning opportunities to a population that would otherwise be excluded because they do not have the supports they need at home.

HCCS supports academic success in a variety ways, which includes, but is not limited to high dosage tutoring (flexible hours between 6 am and 10 pm), robust cultural proficiency training for tutors, close alignment of tutors with teachers to ensure proper academic supports, and digital boot camps for students to ensure they have adequate knowledge of technology to be successful in Independent Study programs.

Other supports for students include a significant investment in a mentorship program to increase touchpoints with students and provide them with additional SEL supports. Technology assistance is provided through Chromebook and Cell Phone distribution to students as well as hands on training with "Digital Navigators" to teach students how to utilize the resources.

Leadership changes that were made in the recent past include the hiring of Matthew Lemos as Acting Director of Finance and Lars Jorgenson Chief of Staff. HCCS expects to continue expanding its sites, which aligns with their approach to ensure equity in access by providing educational opportunities in the neighborhoods they serve.

Twin Rivers continues to encourage HCCS to communicate about the plans to expand or close sites before the changes are made.



Murdock Smith
Executive Director

PART 7: APPENDIX

Appendix A: Highlands Mission/Vision (from website)

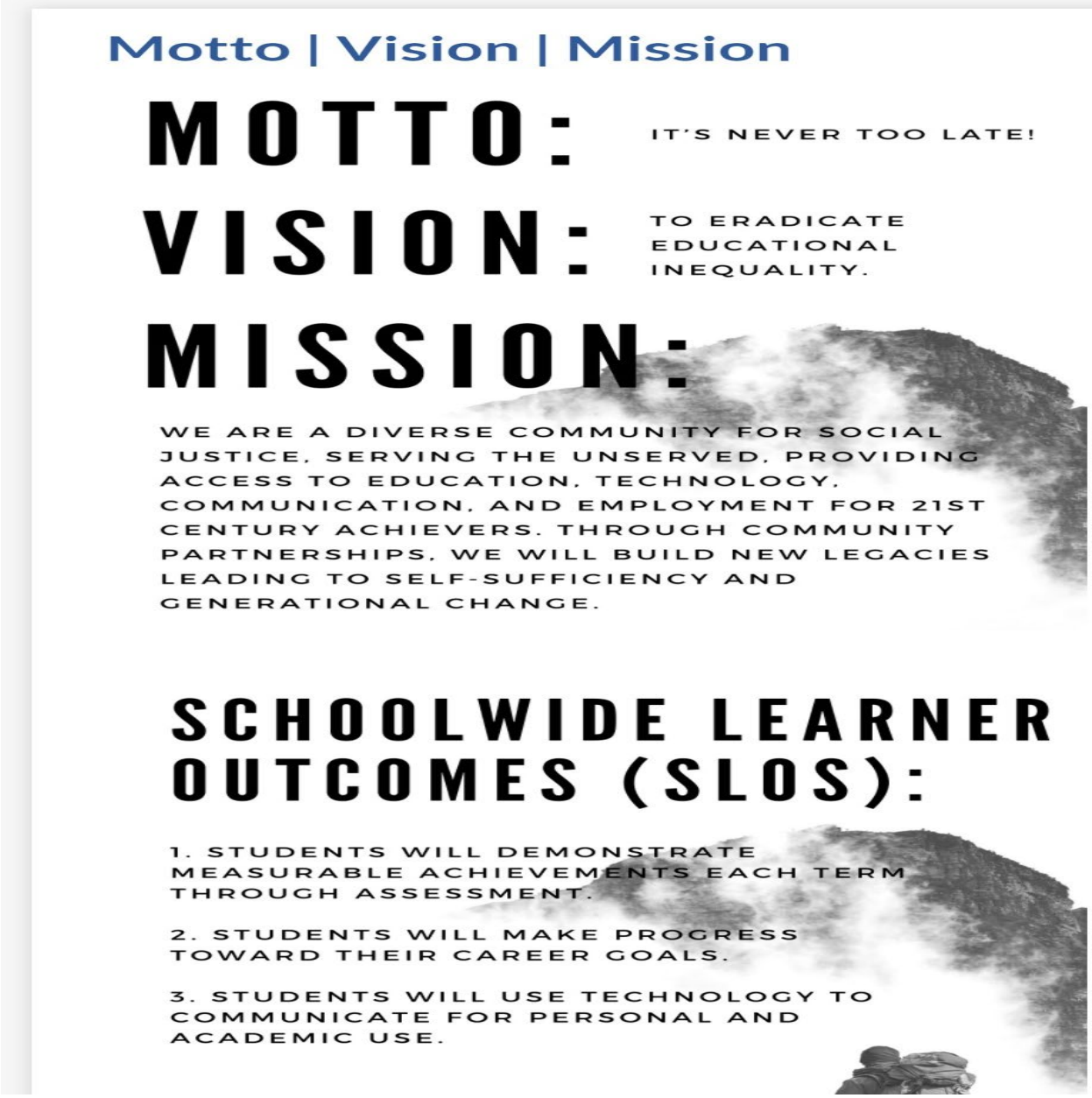

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

Appendix B: Main Campuses

HCCS operates resource centers at the following sites. The primary site is on Grand Avenue, with other sites co-located with California Innovative Career Academy

Appendix B: Main Campuses

01. **12th Street |** 701 12th Street, Suite 203, Sacramento, CA 95814
02. **24th (St. Anne's) |** 7720 24th Street, Sacramento, CA 95832
03. **65th St (Bach Viet South) |** 6853 65th Street, Suite C, Sacramento, CA 95828
04. **Arden |** 901 Arden Way, Sacramento, CA 95815
05. **Arden 2 |** 2260 Boxwood Street, Sacramento, CA 95815
06. **ARI Elder Creek (ARI South) |** 6270 Elder Creek Road, Sacramento, CA 95824
07. **ARI Sunrise (ARI North) |** 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
08. **Asher-CTE (Vendor) |** 1215 Howe Avenue, #101, Sacramento, CA 95825
09. **Auburn |** 4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841
10. **Bowling |** 7171 Bowling Drive, #1120, Sacramento, CA 95823
11. **Capitol Mall |** 555 Capitol Mall, #725, Sacramento, California, 95814
12. **Capitol Mall |** 555 Capitol Mall, #735, Sacramento, California, 95814
13. **Capitol Mall |** 555 Capitol Mall, #1275, Sacramento, California, 95814
14. **Clay Street |** 3805 Clay Street, Sacramento, CA 95838
15. **College Oak (SALAM) |** 4545 College Oak Drive, Sacramento, CA 95841
16. **Del Paso (Calvary Christian) |** 1100 Las Palmas Ave, Sacramento, CA 95815
17. **Edison (St. Matthew's) |** 2300 Edison Avenue, Sacramento, CA 95821
18. **El Camino |** 4813 El Camino Avenue, Suite A & B, Carmichael, CA 95608
19. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
20. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
21. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825
22. **Florin Rd |** 3801 Florin Road, Suite 107, Sacramento, CA 95823
23. **Folsom Blvd |** 10017 Folsom Blvd, Sacramento, CA 95827
24. **Folsom 2 |** 9555 Folsom Blvd, Suite E / F / H, Sacramento, CA 95827
25. **Garden Grove |** 10121 Westminster Avenue, Garden Grove, CA 92843
26. **Grand Avenue |** 1333 Grand Avenue, Sacramento, CA 95838
27. **Gurnick – CTE |** 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
28. **Hemlock - TRLCC |** 5537 Hemlock Street, Sacramento, CA 95841
29. **Hillsdale |** 5655 Hillsdale Boulevard, Suite 1, Sacramento, CA 95842
30. **Hillsdale 2 |** 5655 Hillsdale Boulevard, Suite 9, Sacramento, CA 95842
31. **Howe Avenue |** 1111 Howe Avenue, #115, Sacramento, CA 95825
32. **Howe Avenue |** 1111 Howe Avenue, #630, Sacramento, CA 95825
33. **Howe Avenue |** 1111 Howe Avenue, #655, Sacramento, CA 95825
34. **Hurley |** 3205 Hurley Way, Sacramento, CA 95864
35. **Industrial |** 8180 Industrial Pkwy, Sacramento, CA 95824
36. **Jackson (Bethany) |** 9880 Jackson Road, Sacramento, CA 95827

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Appendix B: Main Campuses Continued

37. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
38. **Lao Family - Oakland 2 |** 8480 Edes Avenue, Oakland, CA 94621
39. **Larkspur 1 (Bach Viet Larkspur) |**1100 Fulton Ave, #F, Sacramento, CA 95825
40. **Larkspur 2 (Bach Viet North) |** 1050 Fulton Ave, #110, Sacramento, CA 95825
41. **Maple |** 3301 37th Avenue, Sacramento, CA 95824
42. **Maple 2 (St. Rose) |** 5961 Franklin Blvd, Sacramento, CA 95824
43. **Marconi 2 |** 3727 Marconi Ave, Sacramento, CA 95821
44. **Marysville |** 715 C Street, Marysville, CA 95901
45. **McClellan |** 3144 Palm Street, Building 826, McClellan Park, CA 95652
46. **McClellan 2 |** 5411 Luce Ave, Unit 242, McClellan, CA 95652
47. **North Laguna |** 8211 Bruceville Rd, #115, Sacramento, CA 95823
48. **North Laguna 2 |** 8211 Bruceville Rd, #125, Sacramento, CA 95823
49. **Norwood |** 431 Hayes Avenue, Sacramento, CA 95838
50. **O Street |** 1326 O Street, Sacramento, CA 95814
51. **Oak Park |** 2520 33rd St, Sacramento, CA 95817
52. **Oxnard |** 328 West Third Street, Oxnard, CA 93030
53. **Rosemont (Saint John's)**
54. **San Diego |** 406 9th Avenue, Suite 310, San Diego, CA 92101
55. **San Pablo |** 1964 Rumrill Blvd, San Pablo, CA 94806
56. **SHRA - Marina Vista |** 30 Seavey Circle, Sacramento, CA 95818
57. **South Side Park (OLOG) |** 711 T Street, Sacramento, CA 95811
58. **West Sac (Holy Cross) |** 800 Todhunter Avenue, West Sacramento, CA 95605
59. **Whitney (Faith Legacy) |** 3532 Whitney Avenue, Sacramento, CA 95821
60. **Whitney 2 |** 3319 Watt Avenue, Sacramento, CA 95821
61. **Yuba City |** 229 Clark Ave. Suite Q, Yuba City CA 95991
62. **Yuba City |** 229 Clark Ave. Suite V, Yuba City CA 95991

Highlands Community Charter and Technical Schools
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Appendix C: LCAP Summary

Successes

Highlands continues to make progress in the areas of technology, academic achievement, workforce readiness, and student services. Due to the COVID-19 pandemic, there has been a suspension on data in the Dashboard. Prior to the pandemic, HCCS had red indicators in chronic absenteeism, graduation rate, and college/career.

The California Dashboard does not give accurate indicators of HCCS overall school progress because it weighs heavily on CAASPP test, which our students don't take. Instead, we provide local measures of academic performance and workforce readiness.

Academic Performance

- 7,060 total number of CASAS assessments in 2021-2022, an increase of 78% since 2020-2021. This is due to both an increase in enrollment and an increase in testing frequency to every 6-8 weeks. Additionally, during the 2020-2021 school year COVID made inperson testing impossible and new guidelines required 1-on-1 testing via Zoom ultimately limiting our testing capacity. Once inperson learning commenced, the testing doubled and we are looking to return to regular testing in future years.
- 54% of students who have both a pre- and post- CASAS test achieved a level gain. On average in pre-pandemic years, 40% of our students were improving and moving up a level during the calendar year. During the pandemic, level gains dropped but we are seeing a steady increase after in-person learning returned • 2,489 passing EL Civics assessments. EL Civics assessments are designed to teach and measure life skills and strive to be authentic replications of real-world tasks. Three annual assessments are given to students throughout the school year. Increased student participation has a positive impact on daily life as it relates to employment and interaction with civic establishments.

Workforce Readiness

- Career Technical Education has experienced over 300% growth over the course of the year. More and more students are learning about CTE opportunities through in-class presentations, appointments with counselors, and through exposure to workforce chats with the goal of increasing CTE participation to 85%.
- Three new CTE offerings were added including Multi-Craft Core Construction (MC3), Paraeducator pathway, and the introduction of internships.
- Additional CTE programs will be added in the coming year: welding, culinary, barbering, and STEM options (robotics, computer programming, electrical engineering, etc).
- Over 25 iCEV (Internet Creative Education Videos) certifications were completed online with programs such as Southwest professional communication, business office technology, personal financial literacy, anatomy and physiology, principles of construction, and more.

Student Services

- 299 students received eyeglasses through our partnerships
- 850 students visited our mobile Clothing Closet and received free and much needed clothing items which includes winter wear, interview attire, formal wear, and children's and infant's clothes.
- 1882 meals were given to students at various sites.
- 150 students received other services such as housing, delivery of technology, and more.

Identified Need

A large percentage of our students are socio-economically disadvantaged and fall into the unduplicated student's category requiring more support in their pursuit of education. In addition, 67% of our students are actively parenting, 70% of our students are women, and many of them work in addition to attending school. Without the typical in-class support in online learning during COVID, most of our students experienced a learning loss. These are the following steps HCCS is taking to address this learning loss:

Addressing Learning Loss and Supporting Students

- High-dosage tutoring services were provided to all students online resulting in 80% of graduates receiving academic support.
- Increased number of paraeducators in classrooms.
- Former paraeducators were promoted to teachers offering better representation and even bilingual support in the classroom.
- Offering more instructional minutes during the day.
- English Learner students at intermediate level now have earlier access to CTE programs.
- Adoption of supplemental literacy and advanced curriculum to provide English skill-specific content through ABC English and Burlington English

Appendix D: LCAP Review

Comprehensive Support and Improvement
Highlands Community Charter School

Support for Identified Schools

Navigators, Counselors, Student Intervention Team (SIT), and The Center for Workforce Solutions will work in collaboration to meet student academic, language, cultural and social/emotional needs that may impede graduation.

- Counselors will meet with 50% of their high school student caseload once each term to monitor academic progress.
- Navigators will meet with 50% of their ELD/IHS student caseload once each term to monitor academic progress.
- Navigators will support ELD/IHS students in their native languages as needed.
- Students not meeting academic progress will be referred to the Student Intervention Team for support to meet basic and other needs including but not limited to: food & clothing distribution, expungement support, housing resources, medical and mental health resources.
- Navigators and Counselors will collaborate with students to develop a post graduation plan which may include college, vocational school, or employment.
- CTE information sessions will be offered to all students each term.
- 100% of graduating students will be referred to The Center for Workforce Solutions team for assistance with resume building, interview skills, and job placement.

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

Appendix E: 2021-22 California Dashboard

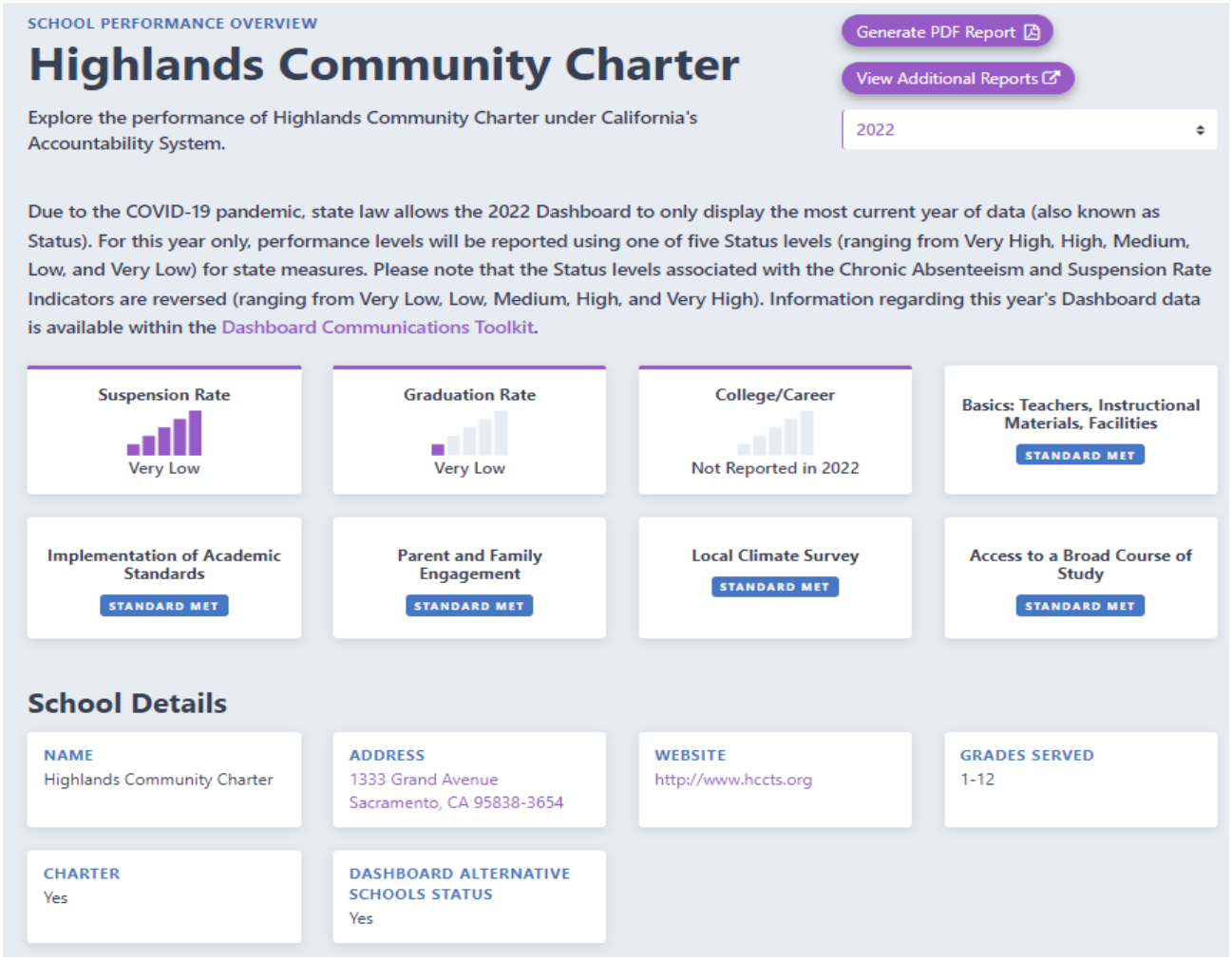

*https://www.caschooldashboard.org/reports/34765050130757/2022

Appendix F: Board of Directors

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
ORGANIZATION
June 30, 2022

Highlands Community Charter School [Charter #1674], is a Kindergarten through Grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on May 1, 2019 expiring June 30, 2026, pursuant to the terms of the Charter School Act of 1992, as amended.

California Innovative Career Academy [Charter #2072], is a Kindergarten through Grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on June 26, 2019 expiring June 30, 2026, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2022 was comprised of the following members:

Name	Office	Term	Term Expiration
Ernie Daniels	Corporate President	3 Years	July 9, 2023
Doyle Radford	Vice President	3 Years	February 4, 2024
Matt Powers	Corporate Secretary	3 Years	February 4, 2024
Sonja Cameron	Corporate Treasurer	3 Years	January 5, 2025
Sharon Rocco	Director	3 Years	May 6, 2024
Rick Jones	Director	3 Years	May 6, 2024
Mellonie Yang	Director	3 Years	January 5, 2025
Mary DeChance	Director	3 Years	December 3, 2023
Sondra Betancourt	Director	TBD *	N/A

*Sondra Betancourt was appointed by Twin Rivers Unified School District with no fixed term expiration

Administration

Name	Position
Murdock Smith	Executive Director/CEO
Matthew Lemos	Director of Fiscal Services

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-2022

Appendix G: List of Questions
A list of questions was used with the Charter Leadership teams to guide the oversight meetings.

"Describe how your school supports academic success for students (outline general supports as well as EL, SPED and other sub-group supports)

Describe how your organization identifies and supports other student needs such as nutrition, school supplies, SEL, technology resources, and equity and diversity.

Discuss the greatest challenges and successes for teachers, students, and your organization.

What changes were made during the 21-22 year in leadership, facilities, academics and programs?

Discuss the overall EL and Mathematic scores for your organization for the 2021-22 year.

Which results were you most proud of for your organization?

Describe your chronic absenteeism rates for last year and explain any plans/actions you have to improve rates this year.

From an organizational viewpoint, outline your plans to increase and support college/career readiness for students (NOTE: The 2022 dashboard will not report college/career readiness, but it will be reported in the 2023 Dashboard).
Discuss your organizations graduation rates for last year and any steps you are taking to increase graduation rates this year.

What changes do you anticipate for the organization in the areas of leadership, facilities, academics, and programs?

Is there anything we did not discuss that you would like to add?
□
□
□
□
□
□
□
□
□
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□
□

Highlands Community Charter and Technical Schools
HIGHLANDS COMMUNITY CHARTER SCHOOL (HCCS)
Annual Oversight Report 2021-22

Appendix H: Highlands Community Charter and Technical Schools (All) Statement of The 2021-22 year has a cash positive $10.6 M and a liability-to-asset ratio of 19%. Anything less than a 40% ratio is a strong indicator of fiscal solvency.

Highlands Community Charter and Technical Schools (All)

Statement of Financial Position Audited Financial Statement	
	2021-2022
ASSETS	
Cash	10,600,751
Accounts Receivable	12,123,663
Prepaid	810,421
Investments	
Fixed Assets	2,396,554
Deposits	97,321
Total Assets	**26,028,710**
LIABILITIES	
Accounts Payable	1,372,946
Accrued Expense	2,926,410
Deferred Revenue	641,138
Total Liabilities	**4,940,494**
ASSETS & LIABILITIES	
Unrestricted-Board Designated	
Undesignated	18,296,772
Temporarily Restricted	2,791,444
Total Net Assets	21,088,216
Total Net Assets & Liabilities	26,028,710
Liability/Asset Ratio	**0.19**

*Highlands Community Charter and Technical Schools Audit Report Year Ended June 30, 2022

HIGHLANDS
COMMUNITY CHARTER SCHOOL

TRUSD OVERSIGHT REPORT

HIGHLANDS
COMMUNITY
CHARTER
SCHOOL

TwinRivers
UNIFIED SCHOOL DISTRICT

2022-2023

This report summarizes data on activities from the 2022-23 school year for the Highlands Community Charter School and includes an update on the 2023-24 school year.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Prepared by: Sharilyn Warta
Date: June 1, 2024

Key Data Points	2020-2021	2021-2022	2022-2023	2023-2024
October Enrollment	3225	3751	6749	9069
Socioeconomically Disadvantaged	95.04%	95.09%	93.85%	97.40%
English Learners	90.90%	91.10%	94.38%	98.40%

*HCCS' English Learner enrollment is not captured in DataQuest, the District's verifiable data source. 23-24 EL data is populated from UPP counts. (https://dq.cde.ca.gov/dataquest/DQCensus/EnrELASLevels.aspx?cds=3476505&agglevel=District&year=2023-24)

Overview

The report will be divided into seven areas and are aligned with TRUSD board policy on charter oversight.

1. Compliance with Legal Requirements (Board Policy)
2. Student Outcomes and LCAP (Board Policy)
3. Fiscal Condition (Board Policy)
4. Key Elements Data
5. Site Visit Observations
6. Leadership Visits Meeting Summary
7. Appendix

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes outlined in the charter, both school-wide and for all groups of students served by the school. This determination shall be based on the measures specified in the approved charter and the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART I: COMPLIANCE WITH LEGAL REQUIREMENTS (BOARD POLICY)

Board Policy:

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

HCCS reports they filed all required reports with their office, and there are no known violations of law. TRUSD reports that all required reports have been filed, and there are no known items to report.

PART 2: STUDENT OUTCOMES AND LCAP (BOARD POLICY)

Board Policy:

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both school-wide and for all groups of students served by the school. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for HCCS as students do not take the Smarter Balanced Summative Assessments like traditional K-12 schools. Data points from the most recent LCAP are included in this report.

California Workforce Innovation and Opportunity Act (WIOA)

HCCS falls under the Workforce Innovation and Opportunity Act (WIOA). The California Workforce Innovation and Opportunity Act intersects with Title 3 (Postsecondary Education), Division 7 (Community Colleges), and Part 54.5 (Strong Workforce Program) of the California education code by promoting collaboration between educational institutions, workforce development agencies, and employers to provide individuals with the skills and training needed to succeed in the labor market.

While AB 1507 outlined restrictions to the geographic locations of charter schools, it did not change the geographic location exemption for charter schools operating in partnership with the Federal Workforce Innovation and Opportunity Act. This means WIOA schools may operate sites outside of the District's boundaries.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Dashboard Alternative School Status (DASS)

HCCS is one of the TRUSD independent charters that is DASS-designated.

DASS schools serve a specific population of students who may require additional educational approaches or support services. The DASS designation is intended to provide context for understanding the performance of these schools within the broader landscape of education in California. It acknowledges that these schools may have different performance metrics or expectations than traditional schools, due to the unique needs of the students they serve.

The DASS designation does not imply that the school's performance is inferior or deficient; rather, it recognizes the importance of considering the specific challenges and circumstances faced by the student population served. Using different measures, metrics, and targets, authorizers should evaluate DASS schools on outcomes under the same general categories. The measurements for each DASS school should be based on the population they serve.

The 2022 California School Dashboard (Dashboard) and Graduation Rate Additional Report now include the DASS one-year graduation rates for schools identified as DASS. DASS schools are alternative schools that mainly serve "at-promise" students and have met the DASS eligibility requirements. The DASS one-year graduation rate measures the percentage of students who were enrolled in grade twelve (including early grade eleven graduates) during the 2021–22 school year and earned a standard high school diploma, special education certificate of completion, California High School Proficiency Examination (CHSPE), or an adult education diploma. These students count as graduates for the purposes of the DASS one-year graduation rate.

Please note that due to the denial of California's waiver by the U.S. Department of Education in 2022, the DASS one-year graduation rate will not be used for accountability. Instead, it is provided for informational purposes only at the school level for DASS schools. In addition, DASS one-year graduates will not be used to calculate the outcomes of the College/Career Indicator for DASS schools in future Dashboards.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART 3: FISCAL CONDITION (BOARD POLICY)

Board Policy

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

The TRUSD Executive Director of Fiscal Services conducts a detailed review of the budget, interim reports, and audit. TRUSD's Executive Director, Fiscal Services, and Director, Special Projects do a detailed review of the LCAP. HCCS has a liability-to-asset ratio of 25.5%. Anything less than a 40% ratio is a strong indicator of fiscal solvency. HCCS ended the 2022-23 year fiscally solvent with net unrestricted assets of $25.9M. HCCS is fiscally solvent in the current and future years and has sufficient cash.

2022-23 End of Year Financial Position

Statement of Financial Position Audited Financial Statement						
	2020-2021		2021-2022		2022-2023	
Cash	$	1,756,910	$	8,612,678	$	12,701,567
Accounts Receivable	$	15,265,303	$	6,924,773	$	22,317,344
Prepaid	$	614,795	$	810,421	$	1,600,364
Intercompany Receivable (payab	$	950,000				
Fixed Assets	$	1,130,877	$	2,396,554	$	2,419,570
Deposits	$	51,112	$	97,321	$	208,024
Lease right-of-use asset					$	7,128,905
Finance lease right-of-use asset					$	101,531
Total Assets	$	19,768,997	$	18,841,747	$	46,477,305
Cash Overdraft/Line of Credit	$	3,984,944				
Accounts Payable	$	562,383	$	1,260,236	$	4,142,169
Accrued Expense	$	1,110,547	$	1,927,856	$	44,588
Deferred Revenue	$	772,837	$	641,138		
PPP Loan Payable	$	2,973,000				
Current Portion of Lease Liability					$	3,495,793
Current Portion of Finance Lase Liability					$	63,189
Lease Liability, less Current Portion					$	4,088,279
Finance Lease Liability, less Current Portion					$	38,342
Total Liabilities	$	9,403,711	$	3,829,230	$	11,872,360
Restricted	$	1,181,511	$	2,569,568	$	8,720,812
Unrestricted	$	9,183,775	$	12,442,949	$	25,884,133
Total Net Assets	$	10,365,286	$	15,012,517	$	34,604,945
Total Liabilities & Net Assets	**$**	**19,768,997**	**$**	**18,841,747**	**$**	**46,477,305**

*Independent Audit Report.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

2022-2023 Expenditures

Approximately 47% of the expenditures are spent on salaries and benefits of employees.

HCCS 2022-23 Expenditures*	Total	Prior Year
Certificated Salaries	$11,084,690	$ 9,462,992
Classified Salaries	$11,943,229	$ 9,120,143
Employee Benefits	$ 8,177,553	$ 6,086,422
Books & Supplies	$ 5,740,290	$ 3,882,828
Professional/Consulting/Operating Expenditures	$29,365,300	$15,310,102
Depreciation	$ 251,571	$ 232,093
Total	**$66,562,633**	**$44,094,580**
Total Expenditures (less depreciation)	$66,311,062	$43,862,487
Total Employee Costs/Benefits	$31,205,472	$24,669,557
Total Employee Costs/Benefits as % of Total Expenditures	47.06%	56.24%

**Unaudited Actuals*

2023-24 First Interim Multi-Year Projection (MYP) Summary

Based on data submitted in December 2023 (First Interim Budget), HCCS projects to be fiscally solvent in 2023-24, 2024-25, and 2025-26 with a projected ending balance of $38.6M in 2023-24.

Statement of Financial Position				
		HCCS 1ST INTERIM MYP		
	2022-23 Unaudited Actuals	2023-24	2024-25	2025-26
ADA/Projected ADA	4,455	5,900	6,490	7,139
Income	$ 87,368,643	$ 111,310,292	$ 126,607,884	$ 143,030,629
Expenditures	$ 66,562,633	$ 107,336,253	$ 121,059,956	$ 137,009,523
Income Less Expenditures	$ 20,806,010	$ 3,974,039	$ 5,547,928	$ 6,021,106
Beginning Balance	$ 13,830,416	$ 34,636,426	$ 38,610,465	$ 44,158,393
Ending Balance	$ 34,636,426	$ 38,610,465	$ 44,158,393	$ 50,179,499
Ending Balance as % of Expenses	52.04%	35.97%	36.48%	36.62%

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART 4: KEY ELEMENTS AND DATA

Enrollment by Ethnicity

Year	Total Students	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2023-24	9069	71	18	1934	4	1590	64	4848	518	22
2022-23	6749	166	14	1308	3	1378	44	3501	309	26
2021-22	3751	161	16	888	3	1144	26	1347	145	21

**https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthYears.aspx?cds=34765050130757&agglevel=School&year=2021-22&ro=y*

Other Key Data Elements

	2022-23 HCCS Age Range					2023-24 HCCS Age Range			
Age Group	Grade 2	Grade 9	Grade 10	Grade 12	Total Enrollment	Grade 9	Grade 10	Grade 12	Total Enrollment
22	0	79	0	2	81	96	2	1	182
23-29	1	1188	0	92	1281	1405	37	28	2843
30-39	1	2421	14	205	2641	3385	63	78	6372
40-49	0	1492	8	107	1607	2276	36	47	4073
50+	0	1068	5	63	1136	1543	20	51	2813
Total	2	6248	27	469	6746	8705	158	205	16283

**https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24*

One-Year Graduation Rate

2021-22

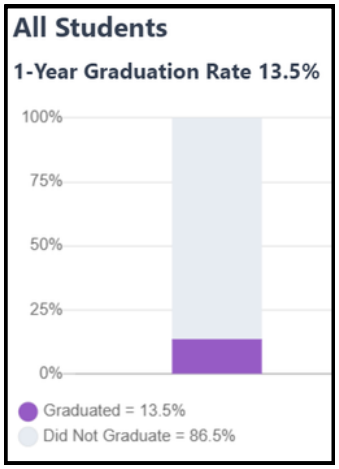

2022-23

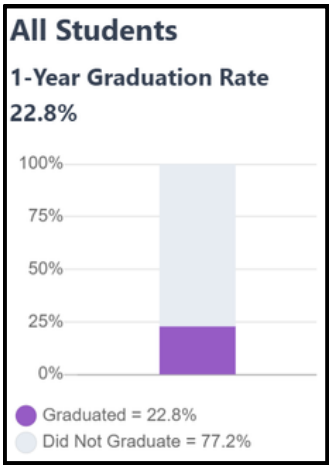

The DASS 1-Year graduation rate data are displayed below for informational purposes only for local educational agencies and schools that support at-promise students in alternative school settings. The bar charts reflect the percentage of grade twelve students who received a high school diploma or an adult education diploma, completed a high school equivalency test, or earned the California High School Proficiency Examination (CHSPE) or Special Education Certificate of Completion during the academic year.

**https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

While much of HCCS' student population is learning English, adult English learners are not considered "English Learners" for purposes of federal Title III funding or state-level accountability.

English Learners							
2022-23 English Learner	English Only	Initial Fluent English Proficient	English Learner	Reclassified Fluent English Proficient	TBD	Total	EL as % of Total
HCCS	369	3	0	7	0	6,749	0.00%
TRUSD	16,237	16,237	9,254	3,401	55	37,651	56.99%
Sacramento Co.	158,835	158,835	44,193	27,560	715	247,646	27.82%
State	3,516,391	3,516,391	1,112,535	927,723	14,887	5,852,544	31.64%

**LCFF Unduplicated Pupil Counts, CALPADS C/A 1.17*

Unduplicated Pupil Percentage (UPP)

HCCS' UPP increased by 01.14% from the 2022-23 year to the 2023-24 school year.

Unduplicated Pupil % Counts	2020-21	2021-22	2022-23	2023-24
Total Enrollment	3,336	3,225	3,751	9069
Free & Reduced Meal Program	3,077	2,852	3,481	8773
Homeless	51	93	289	653
Direct Certification	8	13	10	49
Unduplicated FRPM Eligible Count	3,086	2,871	3,499	8793
English Learner (EL)	3,013	2,912	3,368	8925
CALPADS Unduplicated Pupil Count (UPC)*	3,273	3,202	3,698	9044
UPP %**	98.11%	99.29%	98.59%	99.72%

**Students are counted once to arrive at this total*
**Funded UPP based on three year rolling average and may be capped at % of authorizing LEA*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART 5: SITE VISITS

Background

As of June 5, 2024, MOU Amendment No. 3 between Highlands Community Charter and Technical Schools and TRUSD lists 20 student sites and 1 administrative site for CICA. (See Appendix B for a list of sites).

TRUSD requires the HCCTS administration to provide prior notification before closing or opening any sites. The District will determine if the addition of a new site constitutes a material revision.

During the 2023-24 school year, TRUSD contracted services with Ryland, Strategic Business Consulting to conduct the annual oversight visits. Scott Leaman, Financial Program Consultant, Ryland, Strategic Business Consulting completed 30 site visits for HCCS facilities. The remaining facilities will be visited during the 2024-25 school year.

Sites Visited: 2023-24 School Year

1. 12th Street: 701 12th Street, Suite 203, Sacramento, CA 95814
2. Auburn: 4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841
3. Auburn: 4441 Auburn Blvd, Suite J, Sacramento, CA 95841
4. Bowling: 7171 Bowling Drive, #1120, Sacramento, CA 95823
5. Capitol Mall: 555 Capitol Mall, #735, Sacramento, CA 95814
6. College Oak (SALAM): 4545 College Oak Drive, Sacramento, CA 95841
7. Del Paso (Calvary): 1100 Las Palmas Avenue, Sacramento, CA 95815
8. Del Paso 2: 3730 Marysville Blvd, Sacramento, CA 95838
9. Fair Oaks: 2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825
10. Florin Road: 3801 Florin Road, Suite 107, Sacramento, CA 95823
11. Hemlock -TRLCC: 5537 Hemlock Street, Sacramento, CA 95841
12. Hemlock 2: 5527 Hemlock Street, Suite B, Sacramento, CA 95841
13. Hillsdale: 5655 Hillsdale Blvd, Suites 1, 9, 11 & 18, Sacramento, CA 95842
14. Howe Ave: 1111 Howe Avenue, #655, Sacramento, CA 95825
15. Hurley: 3205 Hurley Way, Sacramento, CA 95864
16. Larkspur 1 (BV Larkspur): 1100 Fulton Avenue, #F, Sacramento, CA 95825
17. Larkspur 2 (BV North): 1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825
18. Maple: 3301 37th Avenue, Sacramento, CA 95824
19. Maple 2 (St. Rose): 5961 Franklin Blvd, Sacramento, CA 95824
20. Marysville: 715 C Street, Marysville, CA 95901
21. Marysville 2 (CTE): 1431 C St, Marysville, CA 95901
22. McClellan: 3144 Palm Street, Building 826, McClellan Park, CA 95652
23. McClellan 2: 5411 Luce Ave, Unit 242, McClellan, CA 95652
24. Norwood: 431 Hayes Avenue, Sacramento, CA 95838
25. Old Auburn: 7817 Old Auburn Road, Citrus Heights, CA 95610
26. Oxnard: 328 West Third Street, Oxnard, CA 93030
27. Oxnard 2: 560 South A Street, Suite B, Oxnard, CA 93030
28. SHRA - Marina Vista: 30 Seavey Circle, Sacramento, CA 95818
29. S. Lake Tahoe: 1041 Lyons Avenue, South Lake Tahoe, CA 96150
30. West Sacramento (Holy Cross): 800 Todhunter Avenue, West Sacramento, CA 95605

The "Summary of Visits" include details for both HCCS and CICA and were taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Summary of Visits

The onsite visits involve conversations with staff leadership, a walk of the facilities, and observations of the students and staff in their educational environment. Visitations only provide a snapshot of daily activities, and all efforts are made not to disrupt any learning. Overall, meetings with staff have been pleasant, informative, and welcoming.

Site Personnel:

- Staff at the sites appear dedicated. Based on the description of activities and observation, they are focused on students succeeding.
- All staff were welcoming and open about their program. They were excited to share their efforts and site activities.
- While some teachers hold traditional K-12 credentials, many teachers reported holding the Adult Education credential, but not a K-12 teaching credential.
- Site administrators hold a variety of degrees and credentials.

Program

- Overall, based on observation, programs consist of an English Learner Program, a High School diploma program, and Career Technical Education (CTE). There are other smaller or local programs and initiatives such as an Equity Program.
- The English Learner Program and High School Programs are taught in person under HCCS, and the I.S. online programs are under CICA. Both use a similar curriculum but are delivered in different formats.
- Many teachers and administrators cited strong curricular support through the Edmentum online high school program and “Theme Packets” that are authored by HCCTS staff. Staff also supplement their program with other resources.
- Many staff cited multiple staff development options offered by the school.
- Students in the English Learner Program are assessed throughout the year and placed in “levels” based on their proficiency. Levels 0-3 are in Independent High School (IHS), followed by a “Bridge” program, then high school.
- Grade level assignment is based on credits: ninth grade on the attainment of 50 credits, tenth is 51-149 credits and twelfth is 150-200 credits. There is no eleventh-grade offered.

Technology/Classrooms

- Almost all classrooms had a projector, strong internet service, student laptops (sometimes served by a central laptop cart), and school-issued phones.

Classrooms were equipped similarly with tables, chairs, and wall colors, no matter where they were located.

Students

- The Student Intervention Team was cited often by staff as a referral for students in need. This team was described as guiding students to available resources.
- Although not visited, the staff stated that a laundromat is available to students in Sacramento.
- Daily student attendance for in-person programs (HCCS) is logged by a “Brain” scanning program or through paper. Online programs (CICA) have an Evidence of Progress standard in order to continue attending.

The “Summary of Visits” include details for both HCCS and CICA and were taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

- Students appeared engaged and on task during their studies.
- The school serves only adult learners.

Overarching

- In-person program ADA (HCCS) was reportedly 50%. These programs appear to have a 15-day non-attendance notification process followed by a 20-day drop process. TRUSD with support and collaboration from HCCTS is performing a detailed review of the attendance practices via an outside auditor.
- Independent Study Program ADA (CICA) is reportedly at or near 90%. These programs appear to have an “Evidence of Progress” requirement before dropping a student, or placing them on a Leave of Absence, as described by the school.

- Daily student attendance for in-person programs (HCCS) is logged by a “Brain” scanning program or through paper. Independent Study programs (CICA) have an Evidence of Progress standard in order to continue attending.
- Students appeared engaged and on task during their studies.
- The school serves only adult learners.

Overarching

- In-person program ADA (HCCS) was reportedly 50%. These programs appear to have a 15-day non-attendance notification process followed by a 20-day drop process. TRUSD with support and collaboration from HCCTS is performing a detailed review of the attendance practices via an outside auditor.
- Independent Study Program ADA (CICA) is reportedly at or near 90%. These programs appear to have an “Evidence of Progress” requirement before dropping a student, or placing them on a Leave of Absence, as described by the school.
- There is no eleventh-grade offered. Programmatically, state academic assessment through the California Assessment of Student Performance and Progress (CAASPP) is administered at this grade level. This assessment it the sole general statewide assessment of academic achievement administered at the high school level, however, it is not administered at Highland because they do not offer eleventh grade.

HCCTS’ staff and students appear focused on adult student success. None of the overarching comments should take away from the efforts observed of teachers, administrators and students supporting their educational success.

”Summary of Visits” taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART 6: LEADERSHIP MEETING SUMMARY

Leadership

TRUSD met with Highlands Community Charter and Technical School's leadership team on Tuesday, November 14, 2023, via zoom. Present for HCCS were the following individuals:

- Murdock Smith, Executive Director
- Mayra Valdivia, Assistant Deputy Director
- Brian Hamilton, Assistant Deputy Director
- Isa Cacho, Director of Student Services
- Lee Farrand, Director of Workforce Solutions
- Christina Martinez, Director of Independent Study
- Melissa Roberson, Academic Programs Coordinator

Enrollment

Enrollment has continued to increase at a rapid rate for HCCTS . There are over 14,000 students enrolled in HCCTS throughout the state. Part of the growth is attributed to the Workforce Innovation and Opportunity Act which allows them to expand beyond the boundaries of their local governance agency.

Goals

HCCTS has a Career Technical Education goal of enrolling 85% of the students in a CTE program. To reach this goal the organization makes it a priority to communicate with each student about their needs and areas of interest. As of the date of this leadership meeting, HCCTS has surpassed this goal with 86% of students currently enrolled in a Workforce Readiness, CTE course program or pathway.

Academic achievement is another one of the organization's goals. The adult student population has a variety of barriers that prevent them from succeeding academically so HCCTS works hard to remove the obstacles. Some of the actions HCCTS has taken to remove barriers include adopting a culturally relevant curriculum, providing an easy transition from in-person to independent study, high dosage tutoring available throughout the day and evening, and hiring a Community School Coordinator.

Changes in Leadership

Currently, HCCTS is in the middle of a reorganization with an anticipated new organizational chart that better represents the roles. Updates are expected to take place during January 2024. In addition to this major change, HCCTS promoted Christina Martinez to the Director of Independent Study for CICA.

Student Recruitment

HCCTS does conduct some of the typical recruitment activities by partnering with local agencies, but most of the students come by referral and/or word-of-mouth.

Highlands Community Charter and Technical Schools
Highlands Community Charter School

Academics
To help students recover from the pandemic and mitigate learning loss, leadership focuses on professional development. Specifically, as it pertains to learning loss and chronic absenteeism. May and August PD was entirely focused on learning loss. A holistic approach was taken to address this issue with a focus surrounding empathy, and the ability to communicate and understand the diverse population of learners.

Other academic supports include high-dosage tutoring from 6:00 a.m. to 10:00 p.m., the Burlington English program for English Learners that helps to bring alignment across all content areas. The digital literacy boot camp continues to be a major support in the areas of academics as it removes technology barriers. The culturally relevant curriculum has also supported academic success for students.

This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they have fun ways to learn. They will also be expanding the use of the “Brain” application beyond collecting attendance and meeting compliance requirements to support the academic programs.

CTE Courses
This year HCCTS began to investigate a Personal Finance CTE course. While this is not officially a CTE course, it may be added shortly as they had 95 students enrolled. The highest interest appears to be in the Truck Driving CTE course which leads students to high-paying jobs and the Digital Navigator CTE courses which allow students to earn certificates from Google.

Facilities
Small upgrades such as painting, waxing floors, new carpet, and restroom upgrades have been made at various sites. As new sites are explored the organization looks for sufficient space for laundromats, exercise rooms, and spaces for student centers. We recommend that HCCTS follow the steps outlined in MOU Amendment No. 3 for opening new facilities.

Challenges and Successes Last Year
Murdock Smith cites the organization's greatest success from last year to be the strong team of leaders that have emerged over the past few years. They have made personal growth and taken ownership. The increased of diversity for principals, especially at CICA is another huge success. HCCTS desires to have staff demographics mirroring their student population. While the staff has continued to grow personally, staffing continues to be a challenge. The quick growth had made it difficult to keep up with the ever-growing needs.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

PART 7: APPENDIX

Appendix A: Highlands Mission/Vision

Motto | Vision | Mission

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

https://www.cicacademy.org/apps/pages/mvm (CICA Website)

CDS Code: 34765050130757

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix B: Locations/Sites

Highlands Community Charter
1333 Grand Avenue
Sacramento, CA 95838
Phone: 916-844-2283

12th Street
701 12th Street, Suite 203
Sacramento, CA 95814

24th (ST. Anne's)
7720 24th St
Sacramento, CA 95832

65th St (Back Viet South)
6853 65th St., Ste. C
Sacramento, CA 95828

Arden 2
2260 Boxwood Street
Sacramento, CA 95815

ARI Elder Creek (ARI South)
6270 Elder Creek Rd
Sacramento, CA 95824

ARI Sunrise (ARI North)
5750 Sunrise Blvd., Ste. 100
Citrus Heights, CA 95610

Asher College
1215 Howe Ave., #101
Sacramento, CA 95825

Auburn
4441 Auburn Blvd, Suites H/J/M
Sacramento, CA 95841

Bowling
7171 Bowling Drive, #1120
Sacramento, CA 95823

Capitol Mall
555 Capitol Mall, #735
Sacramento, CA 95814

Center Parkway
7839 Center Parkway
Sacramento, CA 95823

College Oak (SALAM)
4545 College Oak Drive
Sacramento, CA 95841

Del Paso (Calvary)
1100 Las Palmas Ave
Sacramento, CA 95815

Del Paso 2
3730 Marysville Blvd.
Sacramento, CA 95838

Edison (St. Matthew's)
2300 Edison Ave.,
Sacramento, CA 95821

Fair Oaks
2310 Fair Oaks Blvd, Suite C, C-2, D
Sacramento, CA 95825

Florin Rd
3801 Florin Rd. Suite 107
Sacramento, CA 95823

**Site/locations from HCCTS MOU Amendment No. 3, January 2024*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Folsom Blvd
10017 Folsom Blvd.
Sacramento, CA 95827

Folsom 2
9555 Folsom Blvd, Suites E, F, H
Sacramento, CA 95827

Garden Grove
10121 Westminster Ave
Garden Grove, CA 95843

Garden Grove 2
14361 Euclid St., Suites 3C and 3D
Garden Grove, CA 92843

Hemlock TRLCC
5537 Hemlock St
Sacramento, CA 95841

Hemlock 2
5527 Hemlock St
Sacramento, CA 95841

Hillsdale
5655 Hillsdale Blvd. Suite 1, 11 & 18
Sacramento, CA 95842

Hillsdale 2
5655 Hillsdale Blvd. Suite 9
Sacramento, CA 95842

Howe Ave
1111 Howe Avenue #655
Sacramento, CA 95825

Hurley
3205 Hurley Way,
Sacramento, CA 95864

Industrial Park
8180 Industrial Pkwy.
Sacramento, CA 95824

Lao Family – Oakland
2325 East 12th St.
Oakland, CA 94601

Larkspur 1 (Bach Viet Larkspur)
1100 Fulton Ave., #F
Sacramento, CA 95825

Larkspur 2 (Bach Viet North)
1050 Fulton Ave. #110 and #150
Sacramento, CA 95825

Maple
3301 37th Ave.
Sacramento, CA 95824

Maple 2 (St. Rose)
5961 Franklin Blvd.
Sacramento, CA, 95824

Site/locations from HCCTS MOU Amendment No. 3, January 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Marconi 2
3727 Marconi Ave
Sacramento, CA 95821

Marysville
715 C Street
Marysville, CA 95901

Marysville 2
1431 C St.
Marysville, CA 95901

McClellan
3144 Palm St., Bldg. 826
McClellan Park, CA 95652

McClellan 2
5411 Luce Ave, Unit 242
McClellan, CA 95652

North Laguna
8211 Bruceville Rd, #115
Sacramento, CA 95823

North Laguna 2
8211 Bruceville Rd, #125
Sacramento, CA 95823

Norwood
431 Hayes Avenue
Sacramento, CA 95838

O Street
1326 O Street
Sacramento, CA 95814

Oak Park
2520 33rd St
Sacramento, CA 95817

Old Auburn
7817 Old Auburn Rd
Sacramento, CA 95610

Oxnard
328 West Third Street
Oxnard, CA 93030

Oxnard 2
560 South A Std., Suite B
Oxnard, CA 93030

Rosemont (Saint John's)
8401 Jackson Rd,
Sacramento, CA 95826

San Pablo
1964 Rumrill Blvd,
San Pablo, CA 94806

SHRA – Marina Vista
30 Seavey Circle
Sacramento, CA 95818

S. Lake Tahoe
1041 Lyons Ave.,
South Lake Tahoe, CA 96150

Site/locations from HCCTS MOU Amendment No. 3, January 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter School

South Side Park (OLOG)
711 T Street
Sacramento, CA 95811

West Sac (Holy Cross)
800 Todhunter Avenue
West Sacramento, CA 95605

Yuba City
229 Clark Ave, Suite Q & V
Yuba City, CA 95991

American River (Non-Student Site)
3600 American River Dr., #280
Sacramento, CA 95864

Site/locations from HCCTS MOU Amendment No. 3, January 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix C: 2022-2023 California Schools Dashboard

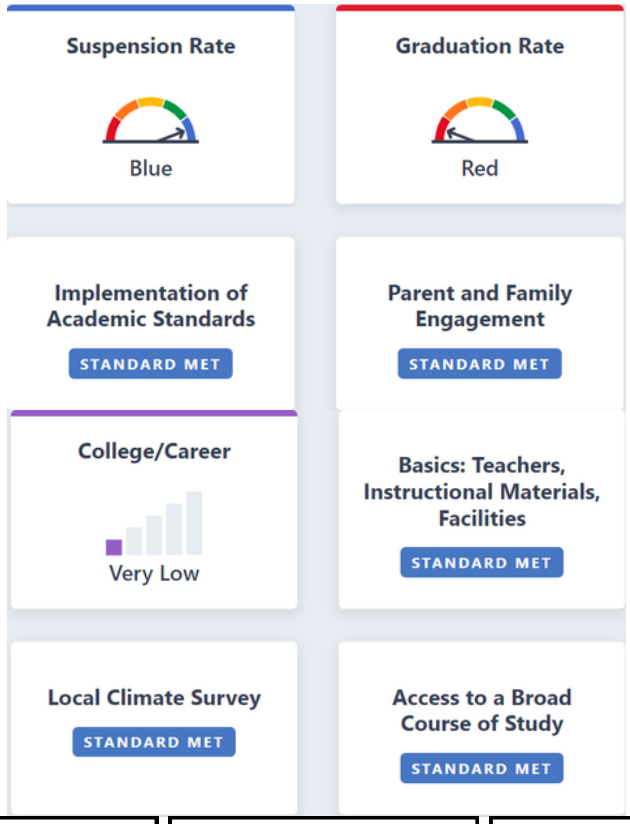

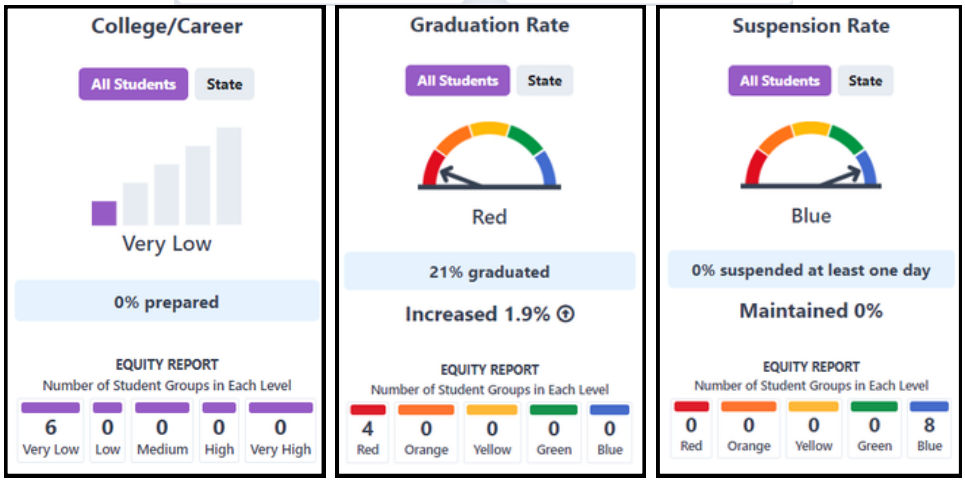

RENEWAL IS PRESUMPTIVE

CDE
Performance Category
No performance category for DASS participating schools.

**https://www.caschooldashboard.org/reports/34765050139584/2023*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix D: Highlands Community Charter and Technical Schools Board of Directors

Highlands Community Charter and Technical Schools
Local Education Agency Organization Structure
June 30, 2023

ORGANIZATION

The Organization operates two schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2023, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Highlands Community Charter School	1674	Twin Rivers Unified School District	June 30, 2027	9-12	6,749
California Innovative Career Academy	2072	Twin Rivers Unified School District	June 30, 2027	9-12	2,202

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Ernie Danies	Corporate President	July 9, 2023
Doyle Radford	Vice President	February 4, 2024
Matt Powers	Corporate Secretary	February 4, 2024
Sonja Cameron	Corporate Treasurer	January 5, 2025
Sharon Rocco	Member	May 6, 2024
Rick Jones	Member	May 6, 2024
Sondra Betancourt	Member	December 31, 2023
Mellonie Yang	Member	January 5, 2025

ADMINISTRATION

Murdock Smith	Executive Officer
Matthew Lemos	Director of Fiscal Services

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix E: Leadership Discussion Questions

I. **Introductions**
II. **Overview**
    a. Outline any changes in Leadership
    b. Enrollment
    c. Organization's Goals
III. **Staff**
    a. Professional Development Plan
    b. Process to recruit and retain staff
IV. **Academics**
    a. Outline most utilized and successful **academic** supports
    b. Describe any **academic** supports that will be increased or added this year
V. **College & Career Readiness**
    a. Graduation
    b. CTE Courses
VI. **Other**
    a. Chronic Absenteeism
        i. Actionable Steps to Reduce Chronic Absenteeism Rates
    b. Suspension Rates
        i. Discuss suspension rates
        ii. Describe actions to reduce disciplinary disproportionalities
    c. Other Student Supports
        i. Outline programs/actions that were most successful in supporting **other** student needs (nutrition, school supplies, SEL, technology training, etc.)
        ii. Describe any programs or actions that were recently added to support **other** student needs (nutrition, school supplies, SEL, technology training, etc.)
    d. Facilities
        i. Describe any major facility updates or plans to update facilities.
VII. **Summary**
    a. Describe the organizational greatest successes last year
    b. Describe the organizations greatest challenges last year

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix F: Current Concerns

FINANCE

Enrollment

- Attendance is approximately half of enrollment.

Attendance

- Concerns surrounding attendance-taking procedures, accurate tracking of attendance, and proper reporting. (The District has secured an outside attendance auditor to investigate these items further.)
- "The Brain" application is used to take attendance but has not been approved.

Budget

- None

Grade Levels

- Lack of clarity regarding goals for program completion. (i.e., the length of time students are enrolled in programs.)
- The majority of students are not enrolled in a High School Diploma program, but rather in an English Learner program. However, all students are reported in grades 9, 10, and 12.

Student Code

- Enrollment and dis-enrollment data concerns for 2022-23 and 2023-24 years. (The District has secured an outside attendance auditor to investigate this item. further.)

McKinney-Vento

- Lack of clarity surrounding how McKinney-Vento funding is being spent.

ACADEMICS

Grade Placement & Transition

- Absence of 11th grade in the High School program
- Unclear transition tracking or path from grade to grade
- 9th Grade enrollment percentages have steadily increased for the last 3 years while 12th-grade enrollment has steadily decreased over the past 3 years. It is concerning that students are not progressing to the next grade levels.

Graduation Rates

- How is progress being measured?
- Extremely low graduation rates as reported to CDE on the four or five-year cohort (21-22 = 19.1% and 22-23 = 21%) and the DASS one-year metric (22-23 = 13.5% and 22-23 =22.8%).

***Current Concerns**: a summary of current concerns identified through ongoing oversight activities or complaints reported to the District.*

Highlands Community Charter and Technical Schools
Highlands Community Charter School

LCAP

- 2023-24 LCAP: The section regarding Educational Partner input requires that specific actions are provided as examples of how educational partner input was used and is reflected in the plan. No specific actions are addressed in this section.
- 2023-24 LCAP: Include required descriptions of contributing actions and how they serve unduplicated students. While there is a description of the goals and actions, they also need to be listed in this section. Include data and or research evidence to support how these actions contribute to increased services for the unduplicated population

Measurable Pupil Outcomes

- The current petition states that HCCS will "compile and provide to TRUSD an annual performance report", however, the District has not received any data from HCCS. Specifically, the District requires performance data from the Comprehensive Adult Student Assessment System (CASAS). This makes it difficult for the District to track academic progress.
    - The district is committed to working with HCCS to identify specific DASS metrics as outlined in Ed. Code, but requests that HCCS immediately begin submitting an annual performance report as outlined in the current petition.

Sub-Group Data

- What specifically is in the LCAP to support EL and McKenney Vento students?

GOVERNANCE AND OPERATIONS

Employee Complaints

- How are employees notified of the complaint process?
- Is there a consistent and acceptable system to investigate all complaints?
- The District is concerned about complaints being missed due automatic misfiling of emails into the HR spam folders. As of the date of this report, the District is aware of one such incident.

Facilities

- HCCS does not provide prior notification before sites are closed.
- HCCS does not provide appropriate, prior notification before sites are opened as required by the current MOU.
- Costly site lease payments without the presence of students. Examples include student programs in Lake Tahoe (no students enrolled), Marysville (no students enrolled), and an administrative building in a business condo in San Diego (an administration site that is not near any student sites).
- Multiple HCCTS sites are located in religious buildings. While this is not prohibited by law, it raises constitutional religious entanglement and/or endorsement issues.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Job Descriptions

- None

Salary Schedules

- None

Hiring Process

- None

Student Expulsions

- None

Attendance Area

- None

Credentialing

- The District will continue to monitor the credentialing process and teacher mis-assignments to ensure HCCTS' plan to correct errors is successful.

***Current Concerns**: a summary of current concerns identified through ongoing oversight activities or complaints reported to the District.*

HIGHLANDS
COMMUNITY CHARTER SCHOOL

OVERSIGHT REPORT 2022-2023

TwinRivers
UNIFIED SCHOOL DISTRICT

Published June, 2024

TRUSD Oversight Report

Highlands Community Charter School

2023-2024

This report summarizes data on activities from the 2023-24 school year for the Highlands Community Charter School and includes an update on the 2024-25 school year.

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- Appendix D: DASS Agreed-Upon Metrics
- Appendix E: 2024-2025 Board of Directors
- Appendix F: Annual Leadership Meeting Agenda
- Appendix G: Site Visit Schedule
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- Appendix K: Highlands Community Charter and Technical Schools Executive Summary

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Published: *PENDING COMPLETION OF 23-24 ANNUAL AUDIT…*

Prepared by:

- Kate Ingersoll, Executive Director, Fiscal Services, TRUSD
- Travis Burke, Executive Director Special Projects & Equity, TRUSD
- Layle Bojanski, Manager, TRUSD
- Sharilyn Warta, (Charter Oversight Contact Person), Project Manager, TRUSD

Support from:

- Ryland Strategic Business Consulting

Report Metrics and Categories

This report summarizes the results of oversight activities using the following metrics:

- **Renewal Track**: The status summarizes the charter schools standing in one of three areas (Academic, Governance and Operations, and Fiscal). There are three rankings for this criterion:
    1. **On Track**: The charter school is on track for renewal.
    2. **Progressing:** The charter school has areas that need to be addressed. If not addressed, the petition may not be renewed.
    3. **Off Track:** The charter school has significant areas of concern and may be considered for petition denial or revocation.

- **Executive Summary Categories**: These categories outline areas of strength, suggestions for improvement, recommended actions, and required actions in one of three areas (Academic, Governance and Operations, and Fiscal).

    - **Strengths:** Commendations and/or strengths noted during the oversight activities.
    - **Areas of Improvement:** Areas to consider improving or addressing. If not addressed, these may eventually move into the “Required Actions” or “Concern” categories.
    - **Required Actions**: Actions the charter is required to complete. If not addressed, these may move into the “Concern” category.
    - **Concern:** Items of concern identified during annual oversight activities. If not addressed, these items may result in a negative status change.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Overview

The report will be divided into seven areas and are aligned with TRUSD board policy on oversight.

1. Compliance with Legal Requirements (Education Code)
2. Fiscal Condition (Education Code)
3. Student Outcomes (Education Code)
4. Key Elements and Data
5. Site Visit Executive Summary
6. Leadership Meeting Summary
7. Appendix A-K

Part 1: Compliance with Legal Requirements (Education Code)

The Superintendent or designee shall identify at least one staff member to serve as a contact person. ***(Education Code 47604.32(a)(1)):*** Sharilyn Warta, Project Manager is the TRUSD charter contact person.

Visit each charter school at least annually. ***(Education Code 47604.32(a)(2))*****:** See appendix G for the site visit schedule.

Part 2: Fiscal Condition (Education Code)

Ensure that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Section 47606.5. ***(Education Code 47604.32(a)(3))***

- A Preliminary Budget (on or before July 1): **June 29, 2023**
- The Local Control and Accountability Plan (LCAP) and an annual update to the LCAP (on or before July 1): **June 29, 2023**
- Final Un-audited Report (On or Before September 15): **September 15, 2023**
  - An Interim Financial Report (on or before December 15): **December 12, 2023**
- A Second Interim Financial Report (on or before March 15): **March 15, 2023**

**HCCTS reported the above submission dates to TRUSD.*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

The chartering authority shall use any financial or other information it obtains from the charter school, including, but not limited to, the reports required by this section, to perform the duties described in subdivision (a) of Section 47604.32, including monitoring the fiscal condition of the charter school. ***(Education Code 47604.33(b)***

HCCTS reports they filed all required reports for their office, and there are no known violations of law for the 2023-24 school year. TRUSD reports that HCCTS failed to review and update the Comprehensive School Safety Plan (CSSP) by March 1st as required by Education Code Section 47605(c)(5)(F). This has been communicated to HCCTS through a Notice of Concern. Additional items of concern are recorded in the enclosed appendix J of this report. TRUSD also reports that HCCTS' 2023-24 Audit Report is still pending as of March 2025. (An extension was filed for by HCCTS for this report).

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

To be entered once reports are submitted...

Statement of Financial Position Audited Financial Statement			
	2021-2022	2022-2023	2023-2024
ASSETS			
Cash Accounts Receivable Prepaid Note Receivable Fixed Assets **Total Assets**			
LIABILITIES			
Accounts Payable & Unearned Revenue **Total Current Liabilities**			
NET ASSETS			
Unrestricted Restricted **Total Net Assets**			
Total Liabilities & Net Assets			
LIABILITY/ASSET RATIO			

**Independent Audit Report*

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

2023-2024 Expenditures

To be entered once reports are submitted...

2023-24 Expenditures*	Total	Prior Year
Certificated Salaries		
Classified Salaries		
Employee Benefits		
Books & Supplies		
Services and Other Operating Expenditures		
Capital Outlay		
Other Outgo		
Operating Transfer Out		
Total		

**Independent Auditor's Report*

2024-2025 First Interim Multi-Year Projection (MYP) Summary

To be entered once reports are submitted...

2023-24 Expenditures	Unaudited Actuals 2023-24	1st Interim Mid-Year Projections (MYP)		
		2024-2025	2025-2026	2026-2027
ADA/Projected ADA				
Income				
Expenditures				
Income Less Expenditures				
Beginning Balance				
Ending Balance				
Ending Balance as % of Expenses				

**Unaudited Actuals*

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Unduplicated Pupil Percentage (UPP)

The Unduplicated Pupil Percentage Count (UPP) is used to calculate LCFF funding. This metric determines the percentage of students who fall into one or more of the following categories:

- **Low-Income (LI):** Students eligible for free or reduced-price meals under the National School Lunch Program (NSLP).
- **English Learners (EL):** Students who are not proficient in English and are designated as English learners.
- **Foster Youth (FY):** Students who are under the care of the state foster system.

The UPP term means that each student is only counted once, even if they fall into multiple categories. HCCS' UPP increased by 1.13% from the 2022-23 year to the 2023-24 school year.

Unduplicated Pupil % Counts	2021-22	2022-23	2023-24
Total Enrollment	3,225	3,751	9069
Free & Reduced Meal Program	2,852	3,481	8773
Foster	0	0	0
Homeless	93	289	653
Direct Certification	13	10	49
Unduplicated Eligible Free/Reduced Meal Counts	2,871	3,499	8793
English Learner Funding Eligible	2,912	3,368	8925
Total Unduplicated FRPM/EL Eligible Count*	3,202	3,698	9044
UPP %**	99.29%	98.59%	99.72%

Students are counted once to arrive at this total **Funded UPP based on three year rolling average and may be capped at % of authorizing LEA * https://www.cde.ca.gov/ds/ad/filescupc.asp*

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Part 3: Student Outcomes (Education Code)

California Workforce Innovation and Opportunity Act (WIOA)

HCCS falls under the Workforce Innovation and Opportunity Act (WIOA). The California Workforce Innovation and Opportunity Act intersects with Title 3 (Postsecondary Education), Division 7 (Community Colleges), and Part 54.5 (Strong Workforce Program) of the California education code by promoting collaboration between educational institutions, workforce development agencies, and employers to provide individuals with the skills and training needed to succeed in the labor market.

While AB 1507 outlined restrictions to the geographic locations of charter schools, it did not change the geographic location exemption for charter schools operating in partnership with the Federal Workforce Innovation and Opportunity Act. This means WIOA schools may operate sites outside of the District's boundaries.

Dashboard Alternative School Status (DASS)

Until December 11, 2024, HCCS had been a DASS designated school. DASS schools serve a specific population of students who may require additional educational approaches or support services. The DASS designation is intended to provide context for understanding the performance of these schools within the broader landscape of education in California. It acknowledges that these schools may have different performance metrics or expectations than traditional schools, due to the unique needs of the students they serve.

Due to the DASS designation, there are limited ways to measure student outcomes for HCCS as students do not take the Smarter Balanced Summative Assessments like traditional K-12 schools. On November 8, 2024 TRUSD and HCCS established agreed upon alternative metrics by which to measure student progress (Education Code 47604.33(c))7)). A list of these metrics is provided in the attached appendices.

On December 11, 2024 the California Department of Education notified HCCS that the school is no longer eligible for the DASS status. This change does not affect the 2023-24 school year. Therefore, the agreed-upon DASS metrics will be included in this report.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

California Schools Dashboard Performance Categories (New in 2024)

In March 2024, the California Department of Education announced the release of the "Charter School Performance Category". This is an additional criterion for determining whether to approve a charter renewal. The District must consider a charter school's placement under the performance categories based on the school's performance on the California School Dashboard.

Under this criterion, non-DASS schools are placed into one of three performance categories:

- High: A charter school in this category is eligible for a five-, six-, or seven-year renewal term. It is assumed that the petition will be renewed for these schools, although they may be denied in rare cases.
- Middle: A charter school in this category may be renewed for a five-year term. t is assumed that the petition will be renewed for these schools, although they may be denied in rare cases.
- Low: A charter school in this category may be renewed for two years only if it meets the conditions under *Education Code* Section 47607.2(a)(4). It is assumed that the petition for these schools will be denied. (Only 10.4% of schools in California fell into this category for those whose renewals are due in 2024-25.) Low-track schools may only be renewed if:
    - The school creates an improvement plan that is approved by the Board of Trustees.
    - The school provides verifiable data with compelling evidence that the school is on an upward trajectory and students are making progress.

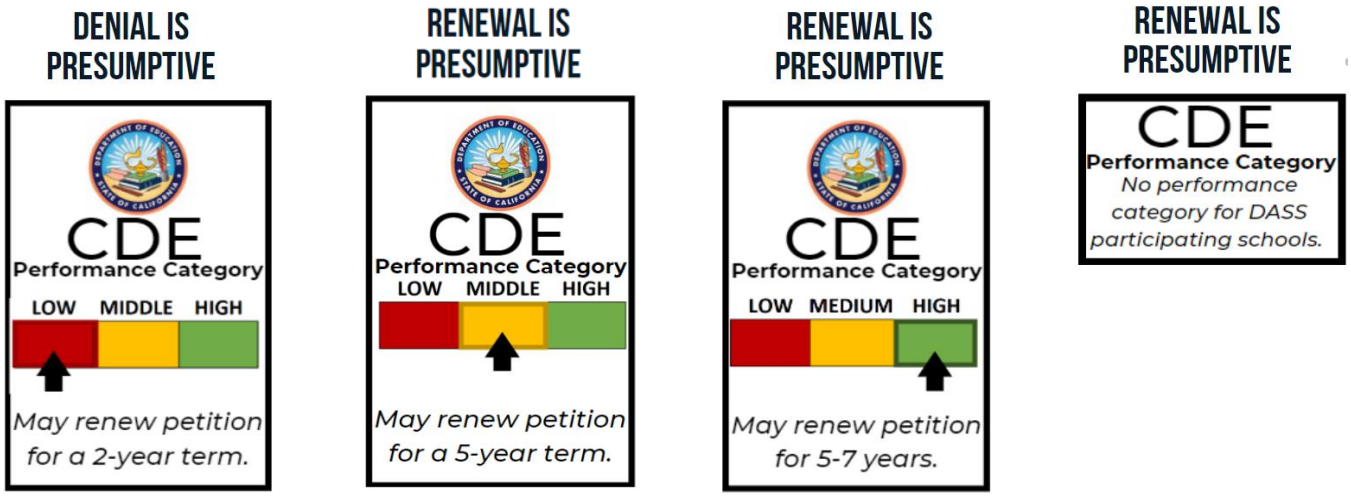

* https://www.cde.ca.gov/sp/ch/performcategorydf.asp

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Part 4: Key Elements and Data

Enrollment

Key Data Points	2020-2021	2021-2022	2022-2023	2023-2024
October Enrollment	3225	3751	6749	9069
Socioeconomically Disadvantaged	95.04%	95.09%	93.85%	96.74%
English Learners	90.90%	91.10%	94.38%	98.40%

**The California Department of Education's DataQuest website reports HCCS' English Learner enrollment as zero. However, the CALPADS Unduplicated Pupil Count shows a total of 8,925 for LCFF English Learner Funding Eligible students. The above percentage for English Learners reflects the number reported in CALPADS.*

Academic Year	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2023-24	**9,069**	0.8%	0.2%	21.3%	0.0%	17.5%	0.7%	53.5%	5.7%	0.2%
2022-23	**6,749**	2.5%	0.2%	19.4%	0.0%	20.4%	0.7%	51.9%	4.6%	0.4%
2021-22	**3,751**	4.3%	0.4%	23.7%	0.1%	30.5%	0.7%	35.9%	3.9%	0.6%
2020-21	**3,225**	4.0%	0.5%	23.5%	0.0%	26.0%	0.7%	41.0%	3.4%	0.8%

** https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthYears.aspx?cds=34765050130757&agglevel=School&year=2021-22&ro=y*

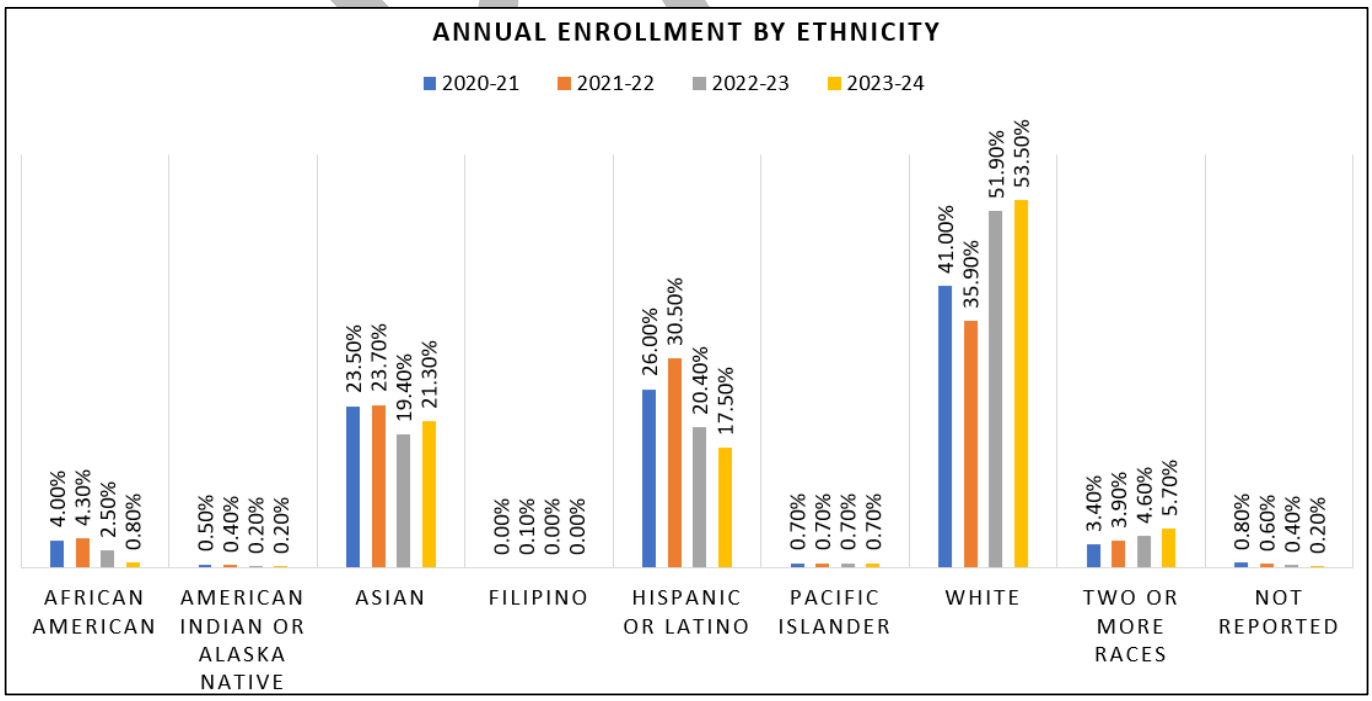

Highlands Community Charter and Technical Schools

Highlands Community Charter School

	2022-2023 School Year					2023-2024School Year			
Age	Grade 2	Grade 9	Grade 10	Grade 12	Total	Grade 9	Grade 10	Grade 12	Total
22	0	79	0	2	81	2	2	1	99
23-29	1	1,188	0	92	1,281	1,405	37	29	1,471
30-39	1	2,421	14	205	2,641	3,385	63	78	3,526
40-49	0	1,495	8	107	1,610	2,276	36	47	2,359
50+	0	1,068	5	63	1,136	1,543	20	51	1,614
Total	2	6,251	27	469	6,749	8,708	158	206	9,069

**https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24*

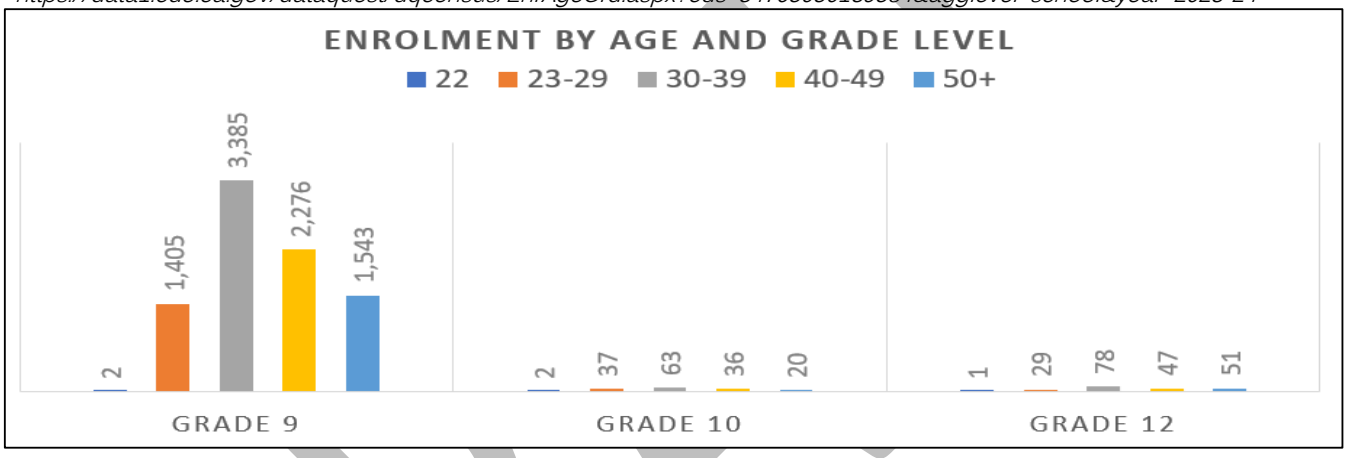

2022-2023 DASS MEASURABLE PUPIL OUTCOMES

Academic Achievement – English Learners		Not Met	X	Met/Exceeded
Academic Achievement: High School & Bridge Program	X	Not Met		Met/Exceeded
Academic Improvement: English Learners		Not Met	X	Met/Exceeded
Academic Improvement: High School		Not Met	X	Met/Exceeded
Academic Improvement: Bridge Program		Not Met	X	Met/Exceeded
Academic Improvement: Math Gains		Not Met	X	Met/Exceeded
Academic Improvement: DASS 1-Year Graduation Rate		Not Met		Met/Exceeded
Engagement: English Learners		Not Met	X	Met/Exceeded
Engagement: CTE and Workforce Readiness		Not Met	X	Met/Exceeded
Engagement: Graduates Completing CTE Program		Not Met	X	Met/Exceeded

**DASS metrics not reported on the California School Dashboard due to DASS ineligibility as of December 2024.*

Highlands Community Charter and Technical Schools

Highlands Community Charter School

DASS Agreed Upon Metrics

Academic Achievement (DASS Metric)

International High School (IHS), English Language Learners (Levels 0-3)

The percentage of HCCS English Language Learners with a pre and post-test, achieving a Measurable Skills Gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

		2021-22	2022-23	2023-24
Level 1	Actual	54.40%	60.80%	67.27%
	Target	61.00%	60.50%	34.00%
DIFFERENCE		-6.60%	0.30%	33.27%
Level 2	Actual	62.12%	75.78%	78.10%
	Target	62.00%	30.50%	40.00%
DIFFERENCE		0.12%	45.28%	38.10%
Level 3	Actual	59.53%	70.87%	73.84%
	Target	60.00%	64.50%	37.00%
DIFFERENCE		-0.47%	6.37%	36.84%
Did Not Meet Goal				
Met				

During the 2023-24 year, HCCS exceeded California state targets for EL Learners with a pre and post-test measurable skills gains in levels 0, 1, 2, and 3. Level 0 and 1 showed the most growth in 2023-24.

**Level 0 is combined with the level 1 data.*

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The percentage of HCCS high school learners with a pre and pos-test, achieving a measurable skills gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

		2021-22	2022-23	2023-24
Level 4	Actual	70.54%	63.28%	71.19%
	Target	40.00%	40.50%	43.00%
DIFFERENCE		30.54%	22.78%	28.19%
Level 5	Actual	42.22%	50.91%	52.74%
	Target	42.00%	35.50%	42.00%
DIFFERENCE		0.22%	15.41%	10.74%
Level 6	Actual	0.00%	8.51%	0.00%
	Target	40.00%	36.50%	43.50%
DIFFERENCE		-40.00%	-27.99%	-43.50%
Did Not Meet Goal				
Met				

During the 2023-24 year, HCCS exceeded California state targets for high school learners with a pre and post-test achieving measurable skills gain in levels 4 and 5. Level 6 had a 0% and therefore did not meet the goal of 43.5%.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Academic Improvement (DASS Metric)

International High School (HIS) with English Language Learners (Levels 0-3)

The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	4.1	5.1	6.3
Target	2.0	2.0	2.0
Difference	**2.1**	**3.1**	**4.3**
Did Not Meet Goal			
Met			

During the 2023-24 year, HCCS average CASAS reading gain for ELL enrolled in International High School exceeded the target of 2 points by 2.3 points.

The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.

	2021-22	2022-23	2023-24
Actual	N/A	8.79%	32.12%
Target	5.00%	5.00%	5.00%
Difference	N/A	**3.79%**	**27.12%**
Did Not Meet Goal			
Met			

During the 2023-24 year, IHS level 3 English Language Learners moving to high school exceeded the target of 5% by 27.12%.

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	3.9	5.4	6.4
Target	2.0	2.0	2.0
Difference	**1.9**	**3.4**	**4.4**
Did Not Meet Goal			
Met			

During the 2023-24 year, HCCS average CASAS reading gain for learners enrolled in High School exceeded the target of 2 points by 2.34points.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.

	2021-22	2022-23	2023-24
Actual	3.9	5.4	6.4
Target	2.0	2.0	2.0
Difference	**1.9**	**3.4**	**4.4**
Did Not Meet Goal			
Met			

During the 2023-24 year, the HCCS average CASAS math gain for learners enrolled in High School exceeded the target of 2 points by 4.4 points.

DASS 1-Year Graduation Rate

The DASS 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

	2021-22	2022-23	*2023-24
Actual	13.50%	22.80%	
Target	20.00%	20.00%	
Difference	**-6.50%**	**2.80%**	
Did Not Meet Goal			
Met			

**DASS metrics not reported by California School Dashboard as of 3/19/2025. TRUSD will update this report when the data is released.*

Student Engagement (DASS Metric)

International High School (HIS) with English Language Support (Levels 0-3)

The percentage of HCCS students with a CASAS pre and post-test will meet or exceed 55% as, measured by NRS Data Integrity in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	52.78%	56.61%	64.68%
Target	55.00%	55.00%	55.00%
Difference	**-2.22%**	**1.61%**	**9.68%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of HCCS students with a CASAS pre and post-test exceeded the 55% target by 9.68%

CTE & Workforce (DASS Metric)

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The percentage of 12th grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

	2021-22	2022-23	2023-24
Actual	14.00%	28.00%	30.00%
Target	10.00%	10.00%	10.00%
Difference	**4.00%**	**18.00%**	**20.00%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of HCCS 12th grade students enrolled in a CTE program exceeded the 10% target by 10%.

High School Graduates Completing CTE Program

The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

	2021-22	2022-23	2023-24
Actual	6.00%	9.00%	4.00%
Target	4.00%	4.00%	4.00%
Difference	**2.00%**	**5.00%**	**0.00%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of HCCS high school graduates who completed a CTE program met the target of 4%.

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Part 5: Site Visit Summary

Introduction

This section of the Charter School Oversight report has been created in collaboration between Ryland Strategic Business Consulting (Ryland SBC) and the Twin Rivers Unified School District (District). Ryland SBC has been contracted by the District to conduct charter oversight site visits, record observations, and create an Executive Summary for each Direct Funded ("Independent") Charter School under the District's authority.

Background

The purpose of this section of the report is to summarize the observations, notes, and recommendations from the 2024-25 leadership meeting and site visits conducted for the Highlands Community Charter School (HCCS). HCCS is managed by Highlands Community Charter and Technical Schools (HCCTS). The information provided in this section is designed to support the District's oversight responsibilities in monitoring academic performance, governance practices, facilities adequacy, and measure the charter school's performance toward goals.

Methodology

Site visits were arranged with site coordinators or district office staff. Visits took place throughout California from 2/29/2024 through 11/6/2024. Each visit was comprised of three elements: A meeting with the site leadership team, classroom visits, and a tour of the campus. Information was collected using interviews, observation, document analysis, inquiry, and research.

Leadership Meetings

The site principal or director attended every leadership meeting. Staff at the sites demonstrated dedication to the HCCS program. Observations and activity descriptions indicate a strong dedication to students. All staff members were welcoming, open, and eager to share their efforts and site activities.

Over forty leadership meetings were conducted on-site, serving as a foundation for the site visits. These meetings covered topics such as site enrollment, Average Daily Attendance (ADA), student enrollment duration, disenrollment procedures, grade levels served, specific supports for homeless students and English Learners (EL), as well as challenges and successes.

Physical Plants Summary (see Appendix for complete list)

The school sites visited were located in a variety of settings, including strip malls, churches, mosques, repurposed church schools, office buildings, repurposed traditional school sites, community centers, a college, and a baseball field. Some active religious sites rented by HCCS contained religious objects in classrooms and other areas.

Most sites consisted of two to five classrooms, with Grand Avenue, 1333 Grand Ave., Sacramento, CA 95838 being the only comprehensive site. Grand Ave housed administration, support personnel, a laundry facility for student use, a daycare, and Career Technical Education (CTE) programs.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

The site list underwent several changes during the visitation period. Some sites were listed as open but were not (e.g., South Lake Tahoe, Old Auburn), while others closed (e.g., Lao Family Oakland). A baseball field in Marysville was listed as a site, but workers on-site reported no classes were held there. Additionally, some sites faced significant parking shortages.

Classroom Summary

With a wide variety of site settings, class configurations and layouts varied. Nearly all classrooms were equipped with a projector, strong internet service, student laptops (sometimes provided through a central laptop cart), and school-issued phones. Regardless of location, classrooms were similarly furnished with tables, chairs, and standardized paint colors.

In spaces used full-time by HCCS, posters explaining HCCTS programs were displayed, along with student work and reference materials on the walls. Teachers appeared to take pride in their classrooms, creating welcoming environments. Classrooms located on the second floor typically had elevator access.

Instructional Practices

HCCS serves students aged 22 and older who have not earned a high school diploma. Its foundational programs include an English Learner program known as Independent High School (IHS), a high school diploma completion program, and the Bridge Program, which connects the two. Additionally, Career Technical Education (CTE) programs and equity initiatives are available.

Students in the English Learner program are assessed throughout the year and placed into proficiency levels (0–3) within IHS before progressing to the Bridge program and eventually the high school diploma program. Grade-level placement is based on credits earned, with ninth grade classified as up to 50 credits, tenth grade as 51–149 credits, and twelfth grade as 150–200 credits. Notably, there is no eleventh-grade classification. To earn a high school diploma, students must complete 200 credits across 11 subject areas, including English, math, science, history, government, economics, workforce readiness, and CTE or electives.

HCCS requires students to attend class in person to earn credit. Students who do not attend for ten consecutive days are dropped from the program, as reported by site administrators. Before reaching this threshold, classroom teachers and site administrators attempt to contact students through various methods. This policy was revised in the fall of 2024, reducing the absence limit from 20 days to 10. However, there is no requirement for students to remain in class for the entire period once they have signed in, either electronically or on a physical sign-in sheet.

Instructional methods vary depending on the program. Teachers in the Independent High School (IHS) English Learner Program use diverse strategies, including modeling, direct questioning, worksheets, picture interpretation, literature, small group activities, videos, and student responses. Students appeared engaged and eager to learn. However, there was a high volume of students entering and leaving during class, indicating that many did not stay for the full session. School officials emphasized

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that, as an adult learning institution, they could not require students to remain. Reported attendance in these classes was approximately 50% ADA.

The Bridge Program consists of required classes that prepare students for the high school diploma program. Both the Bridge and diploma programs rely on the Edmentum online curriculum. CTE classrooms were designed to replicate real-world work environments, with some students also learning at business locations. Unlike IHS and high school diploma classes, CTE courses typically had much smaller enrollments.

While some teachers hold traditional K-12 credentials, many reported holding only an Adult Education credential rather than a K-12 teaching credential. Despite this, teachers are assigning credit for high school courses. Site administrators hold a variety of degrees and credentials.

Curriculum and Content

Teachers and administrators emphasize strong curricular support from the Edmentum online high school program and custom theme packets developed by HCCS staff, supplemented with additional teacher-selected resources. ABC curriculum and Burlington Math are also available to teachers. Professional development opportunities are widely accessible to staff.

Students in IHS are assessed at least three times a year to determine their appropriate level (0–3). This process continues until they reach level 4, or Bridge. As long as they maintain enrollment, they can continue in the program. In the Bridge and high school completion programs, student progress is measured through credit completion, although no clear credit attainment rate was shared. Administrators noted that many students disenroll when they approach level 3 and/or gain enough English proficiency to secure employment.

CTE classes are available in over 30 fields, including culinary arts, early childhood education, fitness, construction, finance, truck driving, welding, barbering, beauty, and more.

School Culture

All sites were welcoming, and students remained focused on learning English, earning credits, or developing job skills. The school's motto, "It's Never Too Late," was reflected in the dedication of the adult learners observed. Students were supported by caring teachers and administrators who were enthusiastic about their programs. Both students and staff demonstrated flexibility in adapting to various classroom configurations and locations.

Support Services

Students are assessed at least three times a year to ensure they are progressing through the IHS levels. In the Bridge and high school completion programs, students are assigned a teacher who monitors their credit acquisition and attendance. Those with social needs are referred to the School Intervention Team (SIT), which connects them with social services.

Many school sites have small food pantries and/or free clothing distribution from donated goods. Some locations also feature student centers that provide additional support. Language Navigators (LN) assist

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non-native English speakers with interpretation, while Digital Navigators (DN) help students with technology issues. The Grand Ave site offers a laundromat and childcare is available at select locations. A fitness center is accessible to students who can travel to Sacramento. Additionally, native home-language paraeducators are present in many classrooms to support students. All students receive free phones with internet and cellular service.

HCCS students are also eligible to participate in the HCCTS Equity Initiatives Program. This program aims to increase high school graduation rates among African American males, Latinx males, and women of color aged 22 and older. It provides mentorship, skill-building, networking events, and individualized career pathways to help students secure meaningful employment.

Challenges & Successes

Parking was a challenge at some sites, and many principals cited the need for additional classroom space due to increased enrollment. IHS class sizes remained an ongoing concern, and staffing shortages persisted across multiple sites with several positions remaining unfilled. Ensuring consistent student attendance was a priority, though administrators noted that social needs often impacted students' ability to attend class. Low ADA was a widespread concern among administrators.

Despite these challenges, several successes were highlighted, including increased enrollment, student enthusiasm, staff dedication, support for students seeking a high school diploma, program expansion, and the school's role in serving the immigrant community.

Findings

Commendations

- HCCS has one of the most unique charter school missions in California. Students enroll with clear goals—learning English, completing high school, or acquiring job skills.
- Staff members are dedicated, caring, and committed to meeting student needs.
- The curriculum team develops specialized instructional materials for teachers, and ongoing professional development opportunities are provided.
- Staff seemed happy to be a part of the school and its mission.

Observations

- Enrollment growth has strained HCCS systems, a challenge further compounded by its large geographic footprint across California.
- The graduation rate was 2.8% in 2023-24.
- There are multiple attendance-taking methods.
- There appears to be no expectation for students to remain in class after signing in.
- During classroom visits, less than half of the enrolled students were present.
- Students can remain enrolled by attending class once every 10 days, meaning a student could attend as few as three days per month and still be considered active.
- Some classrooms and meeting spaces contained religious symbols.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

- Parking, classroom space, and staffing were often cited as ongoing issues.
- Despite being categorized as a high school, HCCS does not offer an 11th grade.
- During the site visits, administrators noted that many students disenroll when they approach level 3 and/or gain enough English proficiency to secure employment indicating that the program is more of an English Learning program than High School completion program.

Recommendations

- Consider reducing the number of days a student can be absent while remaining enrolled, as non-attending students place a strain on school systems, including administration, educators, and central office operations.
- A single, standardized method for taking attendance should be implemented.
- Consider recording attendance by period to ensure students are present and engaged in learning.
- Evaluate the CTE programs and/or consider strategies to increase enrollment in CTE programs.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Part 6: Leadership Meeting Summary

Leadership Present

Twin Rivers Unified School District (TRUSD) and its representatives meet with the Highlands Community Charter School's (HCCS) leadership team on Monday, September 16, 2024. Representing HCCS were Bill McGuire, Executive Director, Maya Valdivia, Deputy Director, Brian Hamilton, Deputy Director, Brian Davis, Associate Deputy Director, Andrew Michaud, Associate Deputy Director, Isaura Cacho, Associate Deputy Director, Christina Martinez, Associate Deputy Director, Melissa Roberson, Director of Accountability, and Shaina Miranda, Executive Assistant.

Changes in Leadership

The board approved a new leadership structure which includes an Executive Director, two Deputy Directors, four Associate Deputy Directors, one Director of Finance and one Director of Human Resources. All individuals in these positions are new since the last annual meeting with TRUSD.

Strategic Planning and Initiatives

A board retreat was recently completed to gather input on strategic planning. They have identified workforce and CTE as high priorities. No new initiatives will be started this year. HCCTS reported that facilities are being analyzed to insure they are appropriate. All enrollment was paused the prior month, and the school is evaluating their absence policy. A lottery process with be used for new enrollments. An inquiry was made concerning expulsions, and it was shared the school has a policy, but no one has been expelled.

Staff

All staff participate in professional development two times a year in the fall and spring. The content this year focused on Independent High School and level assessments along with updating pupil placement assessments. To recruit staff, the school attends multiple job fairs and other events. The school shared they pay high salaries to retain staff. All principals have been trained in restorative practices and town halls are held to co-create solutions. Collaborative circles are in place to assist with communication and practices.

Academics

Staff have been trained on level assessments and high school students are administered assessments through the Comprehensive Adult Student Assessment System (CASAS) in math and reading. The school is analyzing the Dashboard Alternative School Status (DASS) metrics as it relates to graduation rates and other achievement. The school is examining achievement in many areas including reading, EL classification, and other areas. Students with 60 credits left to graduate will become a new focus with supports to help them graduate. 5,500 students have passed the civics assessment, which is aligned with the CASAS. The collaboration with American River College is ongoing and 40 students are enrolled. They are examining English Learner supports and stated that they would like to begin using ELPAC as soon as possible. Although, the District notes that the California Department of Education declined this

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request as the ELPC is not designed for students over 21 years of age. The school is using an MTSS approach to support students.

Operations

The school encountered accelerated growth and wants to improve their attendance rate. HCCTS stated they are working to hire additional staff and the viability of current positions are being examined. An updated planning process for the safety plan has been attained. The school is seeking feedback from students and staff.

Successes

Highlands shared serving students and the community is seen as a success. The school has an emphasis on students' stories. Staff stated that they heard many positive stories last year.

Challenges

Murdock Smith leaving was a seen as a challenge. A new organizational structure is being implemented. Audits and notifications from many entities are taking time.

School/District Relationship

The need for more structure and systems was discussed. There will be changes causing the district to evaluate how the school and district relationship operates in the oversite role.

Oversight

The District will be increasing oversight activities in the upcoming year and will communicate changes in the process as it is updated.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Part 7: Appendix

Appendix A: Highlands Motto Mission and Vision

Motto

It's Never Too Late...

Vision

To eradicate educational inequality and promote workforce success.

Mission

We are a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.

** https://hccts.org/motto-vision-mission/ (HCCS Website)*

CDE Code: 34 76505 0130757

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix B: HCCTS Locations/Sites

On October 17, 2024 the HCCTS Board of Trustees approved an updated site list that included multiple addresses which are not part of the approved MOU Amendment No. 3 for CICA and/or HCCS. In doing so, HCCTS' Board did not follow the agreed upon terms as outlined in the above-mentioned Amendment (Item 2. A "Facilities"). Sites that have been approved by the District are indicate with a "yes" in the corresponding school's column. See appendix K "*HCCTS Oversight Executive Summary*" for additional information.

TRUSD APPROVED				
Site Name	HCCS	CICA	CONCERN	NOTES
24th St. (Previously 24th (St. Anne's)), 7720 24th Street, Sacramento, CA 95832	Yes	Yes	No	
33rd St. (Previously Oak Park) 2520 33rd St, Sacramento, CA 95817	Yes	No	No	This "Internal CTE site" is not approved for CICA. Currently, the Enrollment reports do not indicate any CICA students enrolled.
37th Ave. (Previously Maple) 3301 37th Ave, Sacramento, CA 95824	Yes	No	No	
65th St. (Previously 65th St (Bach Viet South)), 6853 65th Street, Sacramento, CA 95828	Yes	No	No	
*9th Ave. (Previously San Diego), 406 9th Avenue, San Diego, CA 92101	Yes	No	No	
Advance Beauty College, 10121 Westminster Ave., Garden Grove, CA	Yes	No	No	This "External CTE site" is not approved for CICA. Enrollment reports do not indicate any CICA students enrolled.
*American River Dr. (Previously American River), 3600 American River Dr., Sacramento, CA	Yes	No	No	
*Arden Way (Previously Arden – Warehouse/ Receiving), 901 Arden Way, Sacramento, CA 95815	Yes	No	No	
Asher, 1215 Howe Ave., Sacramento, CA 95834	Yes	No	Yes	CICA students enrolled without complying with terms of MOU Amendment No. 3
Auburn Blvd. (Previously Auburn), 4441 Auburn Blvd, Sacramento, CA 95841	Yes	Yes	No	

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TRUSD APPROVED				
Site Name	HCCS	CICA	CONCERN	NOTES
Boxwood St. (23X Studio) (Previously Arden 2), 2260 Boxwood Street, Sacramento, CA 95815	Yes	No	No	
Bruceville Rd. (Previously North Laguna & North Laguna 2), 8211 Bruceville Rd, Sacramento, CA 95823	Yes	Yes	No	
C St. (Previously Marysville), 715 C Street, Marysville, CA 95901	Yes	Yes	No	
*Capitol Mall (Previously Capitol Mall), 555 Capitol Mall, Sacramento, CA 95814	Yes	No	No	
Center Pkwy., 7839 Center Parkway, Sacramento, CA 95823	Yes	No	No	
Clark Ave. (Previously Yuba City), 229 Clark Avenue, Yuba City, CA 95991	Yes	No	No	
College Oak Dr. (Previously College Oak (SALAM)), 4541 College Oak Drive, Sacramento, CA 95841	Yes	No	No	MOU Amendment No. 3 lists incorrect street number (4545 College Oak Dr.,)
Edison Ave. (Previously Edison (St. Matthew's)), 2300 Edison Avenue, Sacramento, CA 95821	Yes	No	No	
*El Camino, 4813 El Camino Ave., Suites A and B, Carmichael, CA 95608	Yes	No	No	
Euclid St. (Previously Garden Grove 2), 14361 Euclid Street, Garden Grove, CA 92843	Yes	No	No	
Federico, 1515 Sports Drive, Sacramento, CA 95834	No	No	*Pending*	District is reviewing.
Fair Oaks Blvd. (23X Studio and Wellness Center)(Previously Fair Oaks), 2310 Fair Oaks Blvd., Sacramento CA 95825	Yes	No	*Pending*	District is reviewing.
Florin Road, 3801 Florin Road, Suite 107, Sacramento, CA 95823	Yes	Yes	No	
Folsom Blvd. (new building), 10013 Folsom Blvd, Sacramento, CA 95827	No	No	*Pending*	District is reviewing.
Folsom Blvd., 10017 Folsom Blvd, Sacramento, CA 95827	Yes	No	*Pending*	District is reviewing.

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TRUSD APPROVED				
Site Name	HCCS	CICA	CONCERN	NOTES
Foothill Farms (Previously Hemlock 2), 5527 Hemlock Street, Sacramento, CA 95841	Yes	No	No	
Franklin Blvd. (Previously Maple 2 (St. Rose)), 5961 Franklin Blvd, Sacramento, CA 95824	Yes	Yes	No	
Fulton Ave. (Previously Larkspur 2 (Bach Viet North)), 1050 Fulton Avenue, Sacramento, CA 95825	Yes	No	No	
Grand Ave., 1333 Grand Avenue, Sacramento, CA 95838	Yes	Yes	No	
Hayes Ave. (Previously Norwood), 431 Hayes Avenue, Sacramento, CA 95838	Yes	No	*Pending*	District is reviewing.
Hemlock St. (Previously Hemlock-TRLCC), 5537 Hemlock Street, Sacramento, CA 95841	Yes	No	No	
Hillsdale Blvd., 5655 Hillsdale Blvd, Sacramento, CA 95842	Yes	Yes	No	
Howe Ave., 1111 Howe Avenue, Sacramento, CA 95825	Yes	Yes	*Pending*	District is reviewing.
Hurley Way (Previously Hurley), 3205 Hurley Way, Sacramento, CA 95864	Yes	Yes	No	
Industrial Pkwy. (Previously Industrial), 8180 Industrial Pkwy, Sacramento, CA 95824	Yes	Yes	No	
Jackson (Bethany), 9880 Jackson Road, Sacramento, CA 95827	No	Yes	No	
Larkspur Ln. (Previously Larkspur 1 (Bach Viet Larkspur), 1100 Fulton Avenue, Sacramento, CA 95825	Yes	No	No	
Larkspur 2 (BV North), 1050 Fulton Ave., #110 and #150, Sacramento, CA 95825	Yes	No	No	
Las Palmas Ave. (Previously Del Paso (Calvary Christian)), 1100 Las Palmas Avenue, Sacramento, CA 95815	Yes	Yes	No	
Luce Ave. (Previously McClellan 2), 5411 Luce Ave, McClellan, CA 95652	Yes	No	No	

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TRUSD APPROVED				
Site Name	HCCS	CICA	CONCERN	NOTES
Marconi Ave. (Previously Marconi 2), 3727 Marconi Ave, Sacramento, CA 95821	Yes	Yes	No	
Marysville Blvd., (Previously Del Paso 2), 3730 Marysville Blvd., Sacramento CA 95838	Yes	No	*Pending*	District is reviewing.
Mixed, 5950 Florin Rd., Sacramento, CA 95823	No	No	*Pending*	District is reviewing.
O Street, 1326 O Street, Sacramento CA 95814	Yes	Yes	No	
Old Auburn Rd. (Previously Old Auburn), 7817 Old Auburn Road, Citrus Heights, CA 95610	Yes	No	*Pending*	District is reviewing.
Peacekeeper Way (New), 3237 Peacekeeper Way, McClellan, CA 95652	No	No	**Yes**	Students enrolled without complying with terms of MOU Amendment No. 3
*Raley Blvd. (Warehouse/Receiving) (Previously Raley Blvd), 4350 Raley Blvd, Sacramento, CA 95838	Yes	No	No	
Rosemont (Saint John's), 8401 Jackson Road, Sacramento, CA 95826	Yes	Yes	No	
Rumrill Blvd. (Previously San Pablo), 1964 Rumrill Blvd, San Pablo, CA 94806	Yes	No	No	
S St. (Previously South Side Park (OLOG)), 730 S Street, Sacramento, CA 95811	Yes	No	No	
SHRA – Marina Vista, 30 Seavey Circle, Sacramento, CA 9581	Yes	No	*Pending*	District is reviewing.
South A St. (Previously Oxnard 2), 560 South A Street, Oxnard, CA 93030	Yes	No	No	
Todhunter Ave. (Previously West Sac (Holy Cross)), 800 Todhunter Avenue, West Sacramento, CA 95605	Yes	Yes	No	
Unitek, 4330 Watt Ave., Sacramento, CA	No	No	*Pending*	District is reviewing.
West Third St., (Previously Oxnard), 328 West Third Street, Oxnard CA 93030	Yes	No	No	

**Indicates administration sites.*

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Highlands Community Charter and Technical Schools

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Appendix C: 2023-2024 California Schools Dashboard

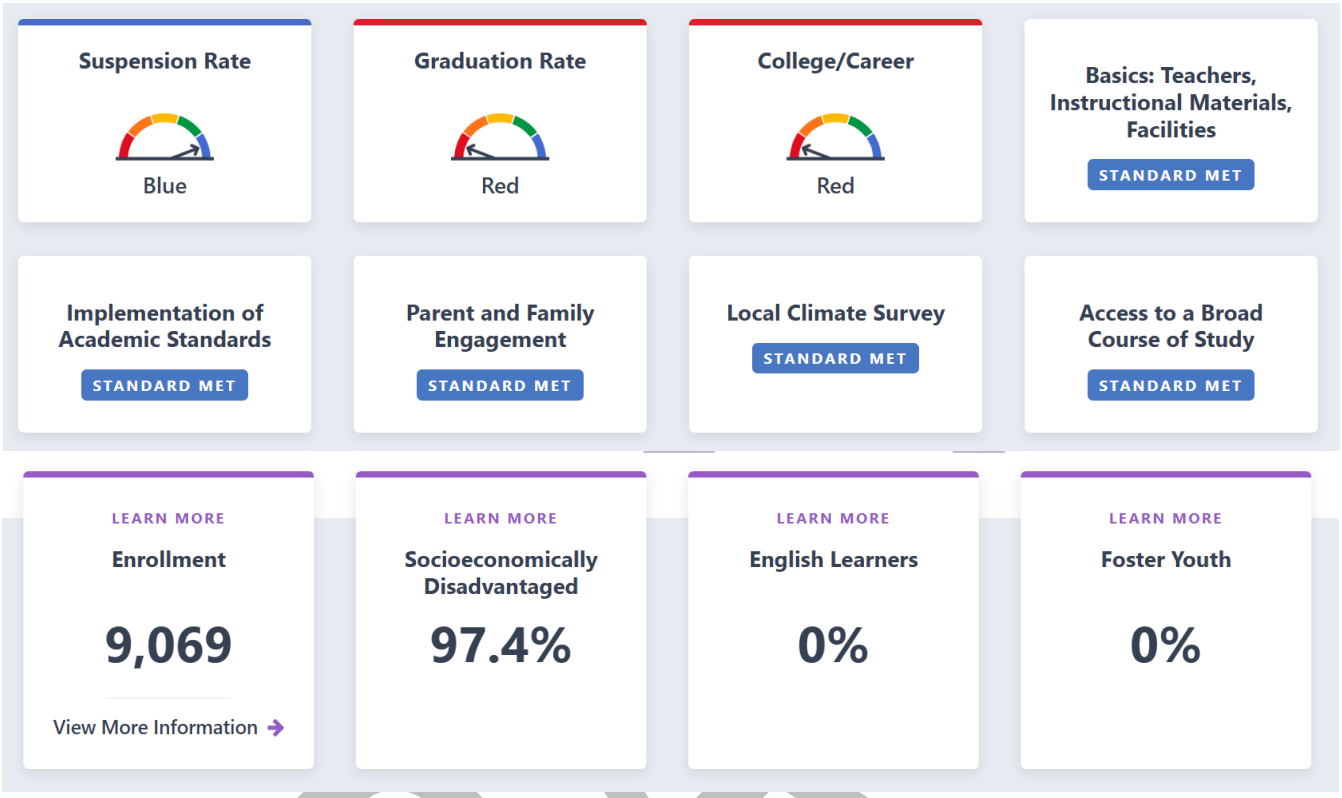

* https://www.caschooldashboard.org/reports/34765050130757/2024

RENEWAL IS PRESUMPTIVE

CDE
Performance Category
No performance category for DASS participating schools.

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Highlands Community Charter and Technical Schools

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Appendix D: DASS Agreed-Upon Metrics

Established by Mutual Agreement: November 14, 2024

During the 2024-25 school year, leadership from Highlands Community Charter and Technical Schools (HCCTS) and Twin Rivers Unified School District (TRUSD) discussed and mutually agreed upon the Dashboard Alterative School Status (DASSS) metrics outlined in this document.

Participants (Individuals who participated in at least one of the DASS metrics meetings.)

- Bill McGuire, Executive Director, HCCTS
- Melissa Roberson, Director of Accountability & Assessment, HCCTS
- Mayra Valdivia, Deputy Director, HCCTS
- Marci Bernard, Interim Associate Superintendent, School Leadership, TRUSD
- Travis Burke, Executive Director Special Projects and Equity, TRUSD
- Sharilyn Warta, Project Manager, TRUSD

ACADEMIC ACHIEVEMENT

International High School (IHS), English Language Learners (Levels 0-3)

1. The percentage of HCCS English Language Learners with a pre and post-test, achieving a Measurable Skills Gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The percentage of HCCS high school learners with a pre and pos-test, achieving a measurable skills gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

ACADEMIC IMPROVEMENT

International High School (IHS), English Language Learners (Levels 0-3)

1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
1. The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.

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High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The DASS 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

STUDENT ENGAGEMENT

1. The percentage of HCCS students with a CASAS pre and post-test will meet or exceed 55% as, measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The percentage of 12th grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

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The TOPSpro Enterprise is a software used for data submission to the National Reporting System (NRS). This software integrates with the Comprehensive Adult Student Assessment Systems (CASAS), which is approved by the California Department of Education (CDE) as the primary assessment tool for measuring literacy gains in adult basic education.

Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix E: HCCTS Board of Directors

Ernie Daniels, Chair (Term Expires June 14, 2026)

Sharon Rocco, Vice Chair (Term Expires April 3, 2027)

Matt Powers, Secretary (Term Expires March 6, 2027)

Sonja Cameron, Treasurer (Term Expires January 5, 2027)

Rick Jones, Director (Term Expires April 3, 2027)

Mellonie Yang, Director (Term Expires January 5, 2025)

Mary DeChance, Director (Term Expires December 6, 2026)

Mike Reid, Director (Term Expires August 2, 2026)

**Board of Directors information collected from HCCTS Executed Board Handbook 2024*
https://hccts.org/wp-content/uploads/2024/11/Executed-Board-Handbook-6.06.2024-compressed.pdf

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Highlands Community Charter and Technical Schools

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Appendix F: Annual Leadership Meeting Agenda

Highlands Community Charter and Technical Schools & Twin Rivers Unified School District

Annual Charter Leadership Meeting

September 16, 2024

Agenda

The items in this agenda apply to Highlands Community Charter and Technical Schools, California Innovative Career Academy, and Highlands Community Charter School.

Meeting Attendees:

Ryan DiGiulio, Chief Business Official, TRUSD
Sharilyn Warta, Project Manager, TRUSD
Terri Ryland, President Ryland SBC, Contractor, TRUSD
Scott Leaman, Ryland SBC, Contractor, TRUSD
Bill McGuire, Executive Director, HCCTS
Maya Valdivia, Deputy Director, HCCCTS
Brian Hamilton, Deputy Director, HCCTS
Brian Davis, Associate Deputy Director, HCCTS
Andrew Michaud, Associate Deputy Director, HCCTS
Isaura Cacho, Associate Deputy Director, HCCTS
Christina Martinez, Associate Deputy Director, HCCTS
Melissa Roberson, Director of Accountability, HCCTS
Shaina Miranda, Executive Assistant, HCCTS

01. Welcome and Introductions

02. Annual Oversight Changes & Updates

- Site Visit Contractor (Ryland Consulting)
- Document and Data Collection Updates
- TRUSD Charter Oversight Policy & Procedures Manual (upcoming resource)

03. Leadership Structure

- Discuss recent changes or plans for changes in the leadership structure.
- **Document Request:** Provide a copy of the most recent leadership contact list with notes regarding changes during the past year to present.

04. Strategic Planning and Initiatives

- Discuss academic and organizational priorities and goals.
- Discuss new initiatives or plans for program expansions.
- **Document Request:** Provide a copy of an updated site, program, and admin facilities list. *(Done – Sent by Natasha on 8/16/24)*

05. Staff

- Discuss 2023-24 PD opportunities and participation rates (CICA & HCCS)
- Discuss the 2024-25 PD plan
- Outline the process to recruit and retain staff
- **Document Request:** Provide the 2023-24 misassignments list. (CICA & HCCS)

06. Academics

For the 2023-24 year, discuss areas of achievement and progress made in the following areas

- Graduation Rates, College/Career Readiness, EL Track (Math and Reading), High School Diploma Track (Math and Reading), & English Learner Reclassification to High School Track

Discuss any plans for academic interventions or supports in the current year.

07. Operations

- Discuss 2023-24 enrollment & attendance trends, staffing trends and safety issues or updates (CICA & HCCS)

08. Audit Updates and Ongoing Concerns/Complaints

- Updates and discussion regarding audits and open complaints/concerns

09. Summary

- Discuss 2023-24 greatest successes & challenges for HCCTS
- What could TRUSD do to better support HCCTS?

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix G: Site Visit Scheduled

HCCTS oversight visits were conducted by Scott Leaman, Retired Superintendent, Ryland Strategic Consulting Contractor. TRUSD representatives or oversight employees may visit sites that were ***not approved*** in the current MOU Amendment No. 3, but is ***not required*** to visit these locations. See appendix K "*HCCTS Oversight Executive Summary*" for additional information.

Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
24th St. (Previously 24th), 7720 24th Street, Sacramento, CA 95832	8/13/2024	1	32	117	Classes held at a church site.
33rd St. (Previously Oak Park), 2520 33rd St, Sacramento, CA 95817	10/31/2024	4 1-CTE	70 0-CTE	268 0-CTE	This program is in a repurposed building. CTE: Based on interview with teacher, program has not started, yet for this school year.
37th Ave. (Previously Maple), 3301 37th Ave, Sacramento, CA 95824	4/11/2024	5	47	854	Classes held at the Maple Neighborhood Center. Parking was a concern.
65th St. (Previously 65th St), 6853 65th Suite C, Street, Sacramento, CA 95828	8/14/2024	2	92	218	Classes held in the Bach-Viet Association building. Parking was a concern.
Advance Beauty College, 10121 Westminster Ave., Garden Grove, CA	10/23/2024	1	0	38	This site partners with Advance Beauty College for CTE and HCCS services.
Auburn Blvd. (Previously Auburn), 4441 Auburn Blvd, Sacramento, CA 95841	3/27/2024	1	24	262	Large site that houses high school completion program in an office building. Parking was a concern.
Asher, 1215 Howe Ave., #101 Sacramento, CA 95834	9/26/2024	3	5	32	This is a CTE program with dual enrollment at Asher College for business skills.
Bruceville Rd. (Previously North Laguna & North Laguna 2), 8211 Bruceville Rd, #115 Sacramento, CA 95823	8/12/2024	2	58	481	Classes are held in a modern storefront.

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Highlands Community Charter and Technical Schools

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Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
C St. (Previously Marysville), 715 C Street, Marysville, CA 95901	3/4/2024	2	17	130	Classes are held in a church school building.
Marysville 2, 1431 C St., Marysville, CA 95901 ***(CLOSED)***	3/4/2024	0	0	0	This site is a professional baseball field. HCCTS has notified the District that they closed the location.
*Capitol Mall (Previously Capitol Mall), 555 Capitol Mall, #735. Sacramento, CA 95814	5/29/2024	2	25	30	This class is in an office building and focuses on workforce development.
Center Pkwy., 7839 Center Parkway, Sacramento, CA 95823	8/12/2024	2	77	232	Classes held near a community center.
Clark Ave. (Previously Yuba City), 229 Clark Avenue, Suites Q & V Yuba City, CA 95991	9/19/2024	1	36	80	Classes meet in a storefront.
College Oak Dr. (Previously College Oak (SALAM)), 4545 College Oak Drive, Sacramento, CA 95841	4/3/2024	3	102	1800	Very large site across from American River College. Major parking issues. Classes held in a religious building.
Edison Ave. (Previously Edison (St. Matthew's)), 2300 Edison Avenue, Sacramento, CA 95821	8/13/2024	5	149	1065	Classes held on a church site.
Euclid St. (Previously Garden Grove 2), 14361 Euclid Street, Suites 3C & 3D Garden Grove, CA 92843	10/23/2024	1	32	296	Classes held in an office building complex.
*Fair Oaks Blvd. (23X Studio and Wellness Center) (Previously Fair Oaks), 2310 Fair Oaks Blvd, Sacramento, CA 95825	5/22/2024	Support Site Only	2	0	This is the Highlands Wellness Center. Students can drop in for fitness classes.
Folsom Blvd., 10017 Folsom Blvd, Sacramento, CA 95827	8/6/2024	3	68	635	Classes have enrollment assigned to classroom that would be beyond capacity if all students were present.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
Folsom 2, 9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	8/6/2024	2	23	223	Classes have enrollment assigned to classroom that would be beyond capacity if the students attended.
Foothill Farms (Previously Hemlock 2), 5527 Hemlock Street, Sacramento, CA 95841	3/14/2024	1	24	60	Storefront with a classroom.
Franklin Blvd. (Previously Maple 2 (St. Rose)), 5961 Franklin Blvd, Sacramento, CA 95824	4/11/2024	2	43	176	HCCS staff stated that the visits happened during Eid, a Muslim religious observance, which could affect attendance. The school was also doing assessment testing. Classes held in a church building.
Fulton Ave. (Previously Larkspur 2 (Suite 110 & 150), 1050 Fulton Avenue, Sacramento, CA 95825	4/26/2024	1	30	190	Classes held in an office building.
Grand Ave., 1333 Grand Avenue, Sacramento, CA 9583	9/18/2024	2 5-CTE	65 10-CTE	1,222 Varies-CTE	Visited in the afternoon. There were few students present. 2 teachers were in meetings and 3 classrooms had long term substitutes. CTE Programs have very low enrollment per class.
Hayes Ave. (Previously Norwood), 431 Hayes Avenue, Sacramento, CA 95838	5/29/2024	1	20	47	This site had one HCCS teacher. They meet in portables in a school in a parking lot.
Hemlock St. (Previously Hemlock- TRLCC), 5537 Hemlock Street, Sacramento, CA 95841	3/14/2024	1	34	80	Storefront with classrooms.
*Hillsdale Blvd. (Suites 1, 9, 11, & 18), 5655 Hillsdale Blvd, Sacramento, CA 95842	3/14/2024	3	135	950	Classrooms are crowded, but they are expanding into new spaces (Hillsdale

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Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
					#2). Suite 9 has a student center and an enrollment center on site.
Howe Ave., 1111 Howe Avenue, (#655) Sacramento, CA 95825	5/13/24	3	73	401	#655 - Classes held in a large office building.
Hurley Way (Previously Hurley), 3205 Hurley Way, Sacramento, CA 95864	4/26/2024	3	70	350	Classes held in a repurposed school with other support agencies. Parking was a concern.
Industrial Pkwy. (Previously Industrial), 8180 Industrial Pkwy, Sacramento, CA 95824	8/14/2024	1	7	27 in CTE, 25 in HCCS	This is a combination CTE (Truck Driving) and IHS Site.
Larkspur Ln. (Previously Larkspur 1 (#F), 1100 Fulton Avenue, Sacramento, CA 95825	4/26/2024	N/A	N/A	N/A	Closed due to sewage and other building issues.
Las Palmas Ave. (Previously Del Paso (Calvary Christian)), 1100 Las Palmas Avenue, Sacramento, CA 95815	3/26/2024	1	N/A	N/A	Class had not started yet, but the teacher was meeting with students.
Luce Ave. (Previously McClellan 2), 5411 Luce Ave, McClellan, CA 95652	3/15/2024	2	55	180	Classrooms in McClellan Business Park.
Marconi Ave. (Previously Marconi 2), 3727 Marconi Ave, Sacramento, CA 95821	8/13/2024	3	46	1054	Classes at this site have 228 and 286 students respectively.
Old Auburn Rd. (Previously Old Auburn), 7817 Old Auburn Road, Citrus Heights, CA 95610	4/19/2024	N/A	N/A	N/A	Workers present and preparing at least 4 classrooms. HCCS' site visit spreadsheet indicated classes had not started yet.
Palm St. (Previously McClellan), 3144 Palm Street, McClellan Park, CA 95652	3/15/2024	2	87	253	Classrooms in McClellan Business Park.

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Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
Rumrill Blvd. (Previously San Pablo), 1964 Rumrill Blvd, San Pablo, CA 94806	11/6/2024	1	8	48	In a storefront. Lao Family Services are down the street.
S St. (Previously South Side Park (OLOG)), 730 S Street, Sacramento, CA 95811	8/13/2024	2	23	76	Classes held in converted building.
South A St. (Previously Oxnard 2), 560 South A Street, Oxnard, CA 93030	3/1/2024	0	0	0	This is an expansion site that has not held a class, yet.
South Lake Tahoe, 1041 Lyons Ave., South Lake Tahoe, CA 96150 - ***CLOSED***	4/10/2024	N/A	N/A	N/A	Principal said this is a future site. HCCS notified the District that this site is closed.
Todhunter Ave. (Previously West Sac (Holy Cross)), 800 Todhunter Avenue, West Sacramento, CA 95605	5/29/2024	3	34	510	Classrooms on a church site.
West Third St. (Previously Oxnard), 328 West Third Street, Oxnard, CA 93030	2/29/24 - 3/1/24	2	42	119	Observed a night and morning class.

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Appendix H: HCCTS Credential Monitoring Findings – Comparative Analysis

2023-2024
TRUSD Credential Monitoring Findings Summary

10/16/2024	Highlands Community Charter and Technical Schools
Date Published	Charter Organization
Layle Bojanski	Byanca Alcazar and Nikki Madison
Report Created By	Charter Organization Contact Person

Item	2022-2023	2023-2024	Change	Notes
Vacancies	149	27	-122	While the improvement is commendable, some subject areas (notably in Exploratory CTE and Self-contained classrooms) continue to indicate shortages. Though the overall reduction is extremely positive, vacancies still require additional focus. When selecting this determination, we recommend noting the vacancy and making a recruitment plan to assure it does not reoccur in the following year.
CALPADS Errors	301	465	164	There was a notable increase in CALPADS errors this year, increasing by more than 54%. However, a few recurring data submission issues were still present, primarily around assignment coding and course alignment. While the Charter has a better understanding of how courses are assigned in CALPADS, these errors can still impact assignment monitoring. When selecting this determination, we recommend noting the nature of the error in greater detail; include the information that should have been reported, which may include the CALPADS course code and title, etc.
Local Assignment Options (LAOs)	150	39	-111	We noticed a decrease in the use of Local Assignment Option 44865 this year. When comparing the staff from one year to the next, one can conclude that a reason for this decrease is due to staff turnover and there are not as many Single or Multiple Subject credentialed employees working for the Charter.
Misassignments	210	273	63	The slight uptick in misassignments is mainly attributed to assigning teachers without non-academic (CTE) authorizations to CTE courses and assigning teachers with 30 Day Emergency Substitute Permits to vacancies. When selecting this determination, we recommend noting the misassignment and making a plan to assure it does not reoccur in the following school year.

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Recommendations	
Item	**Recommendation**
Vacancies	Consider implementing a system to track vacant or open positions from the beginning of the school year and throughout. This tool can be used during assignment monitoring to identify the history of the position and enable you to provide better detail when you explain the Determination. For example, include information on whether the position became filled with a full-time teacher, if it was closed, and/or what recruitment efforts were made to fill the position for the subsequent year. As we've discussed, Vacancies will always be considered as a Misassignment.
CALPADS Errors	Providing targeted CALPADS training for your staff responsible for data input and verification would be beneficial. Implementing periodic internal audits throughout the year to catch errors before submission would also help improve overall accuracy. Specifically, use of course code 1000 should only be used in self-contained settings. Finding a more suitable course code for courses where no curriculum, instruction, assignments, exams or credit, will improve data for subsequent years. In addition, begin to transition Charter employees who are teaching non-academic (CTE) courses to apply for a CTE credential in the specific industry sector instead of having the authorization added to their Adult Education credential. Having this additional credential will not only benefit them but will also legally authorize them to instruct the Exploratory CTE course (7000) and English Learners, if applicable.
Local Assignment Options (LAO's)	For the coming year, prioritize developing pathways for current staff to obtain proper credentials. This could include professional development, credentialing assistance programs, or collaborating with local universities to create pipeline programs. The Adult Education Charter can extend credentialing flexibility under EC 44865 to holders of Single or Multiple Subjects credential so another recommendation would be to focus on recruiting and hiring these individuals. As a reminder, assignments under EC 44865 require employee consent. Please implement a practice to get employee consent for these assignments prior to the assignment start date.
Mis-assignments	Conduct regular credential audits to ensure teachers are appropriately assigned and avoid using 30-day permit holders to fill full time positions. It may also be beneficial to appoint a dedicated credentialing coordinator to monitor assignments throughout the year. Ensuring that your HR team is familiar with assignment regulations and works closely with CALPADS staff can further reduce misassignments.

Recommendations for Improvement
Early Recruitment and Staffing: Require site administrators/hiring managers to be specific with their program needs and Identify staffing needs early. Being focused and aware of staffing needs allows you to begin recruiting as soon as possible and ensures you will recruit candidates with the appropriate credentials or authorizations. Partnering with local program sponsors, teacher residency programs, and even offering incentives such as signing bonuses could help fill vacancies.
Ongoing Data Management Training: Attend refresher courses and workshops on CALPADS data entry and reporting to minimize errors. Reviews of CALPADS data, specifically reports 4.3 and 4.5, in December through February, would also help detect errors in advance.
Professional Development and Credential Support: If applicable, consider providing professional development funding or tuition assistance to current teachers interested in obtaining additional credentials. Establish clear professional growth pathways for paraeducators and substitutes to become fully credentialed teachers.
Regular Internal Monitoring: Using the CALPADS reports 4.3 and 4.5, perform mid-year credentialing audits and assignment reviews. This can ensure compliance throughout the year, allow you to correct misassignments, and prevent end-of-year surprises. Additionally, creating a tracking and communication system for misassignments can provide valuable insights for future planning.

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Appendix I: LCAP Feedback

LEA Name:	Highlands Community Charter & Technical Schools: HCCS
LCAP Version:	1-Adopted Template
Reviewer(s):	Travis Burke
Review Date(s):	01/17/2024

The following notes are specifically related to the Academics. LCAP Fiscal items are not included in this section.

2024-25 ANNUAL UPDATE REVIEW CRITERIA	
Instructions to reviewer: Mark the Yes box next to each criterion to indicate whether the criteria are met based on the review of the LCAP Annual Update. If criteria are not met and follow-up is required, use the space provided after each section. The Page Reference box may be used to help track where the criteria are met (or not met) in the document. Note: Unless otherwise indicated, all criteria fall under COE Approval Criteria EC 52070(d)(1) – Adherence to the template adopted by the state board.	
(1) Use of Template	
Yes	**Approval Criteria**
Yes	(1a) The LCAP 2024-25 Annual Update adheres to the template adopted by SBE and includes instructions.
(2) LEA Information	
Yes	**Approval Criteria**
Yes	(2a) LEA name, contact name, title, email address, and phone number are provided.
Comments/Follow Up Required:	

(3) Goals and Actions	
Yes	**Approval Criteria**
Yes	(3a) Goal #: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(3b) Goal Description: Copy and paste verbatim from the 2023-24 LCAP.
Comments/Follow Up Required:	

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Goal 4 left blank—should be deleted

(4) Measuring and Reporting Results	
Yes	**Approval Criteria**
Yes	(4a) Metric: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4b) Baseline: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4c) Year 1 Outcome: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4d) Year 2 Outcome: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4e) Year 3 Outcome: LEA enters the most recent data available and indicates the school year to which the data applies.
Yes	(4f) Desired Outcome for 2023-24: Copy and paste verbatim from the 2023-24 LCAP.
Comments/Follow Up Required:	

(5) Goal Analysis	
Yes	**Approval Criteria**
Yes	(5a) LEA describes the overall implementation of the actions to achieve the articulated goal, including relevant **challenges** and **successes** experienced with the implementation process.
Yes	(5a.1) LEA describes any instance where it did not implement a planned action or implemented a planned action that differs substantively from how it was described in the adopted LCAP.
Yes	(5b) An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures, as applicable.
Yes	(5c) LEA describes the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle.
Yes	(5d) LEA describes any changes made to the goal, expected outcomes, metrics, desired outcomes, or actions as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
Yes	(5d.1) For actions that have been identified as ineffective, LEA identifies the ineffective action and includes a description of the reason(s) for the

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	ineffectiveness and how changes to the action will result in a new or strengthened approach.
Comments/Follow Up Required:	

2025-26 LOCAL CONTROL AND ACCOUNTABILITY PLAN REVIEW CRITERIA	
Instructions to reviewer: *Mark the Yes box next to each criterion to indicate whether the criteria are met based on the review of the 2025-26 LCAP. If criteria are not met and follow-up is required, use the space provided after each section. The Page Reference box may be used to help track where the criteria is met (or not met) in the document.*	
(1) Use of Template	
Yes	**Approval Criteria**
Yes	(a) The LCAP adheres to the template adopted by SBE and includes instructions.
Comments/Follow Up Required:	

(2) Plan Summary	
Yes	**Approval Criteria**
Yes	(2a) LEA name, contact name, title, email address, and phone number are provided.
Yes	(2b) LCAP Year: Correct year (2024-25) is listed.
Yes	(2c) **General Information:** Includes brief description of the LEA, its schools, and its students in grades TK-12, as applicable to the LEA.
N/A	(2d) The LEA identifies all schools receiving Equity Multiplier funding.
Yes	(2e) **Reflections: Annual Performance:** A reflection on annual performance based on a review of the California School Dashboard and local data.
	(2e.1) An LEA must identify the following, which will remain unchanged for the three-year LCAP cycle: - Any school with lowest performance level on one or more indicator on the 2023 Dashboard - Any student group with the lowest performance level on one or more indicator on the 2023 Dashboard

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	- Any student group within a school with the lowest performance level on one or more indicator on the 2023 Dashboard
Yes	(2e.2) LEA may include a reflection on successes and challenges identified by the LEA
	(2e.3) LEA is encouraged to highlight how they are addressing identified needs of student groups, and/or schools as part of this response.
Yes	(2f) **Reflections: Technical Assistance:** A summary of the work underway as part of technical assistance.
Yes	(2f.1) LEA annually identifies the reason(s) the LEA is eligible for technical assistance.
Yes	(2f.2) LEA provides a summary of the work underway as part of receiving technical assistance. - If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."
Comments/Follow Up Required:	

(3) Comprehensive Support and Improvement	
Yes	**Approval Criteria**
Yes	(3a) **Comprehensive Support and Improvement:** Identifies schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act (ESSA) and describes LEA plans to address needs of school sites.
Yes	(3a.1) Schools Identified: LEA has identified schools identified for CSI.
Yes	(3a.2) Support for Identified Schools: Describes how the LEA supported identified schools in developing CSI plans that included a school-level needs assessment, selection of evidence-based interventions, and identification of any resource inequities to be addressed.
Yes	(3a.3) Monitoring and Evaluating Effectiveness: Describes how the LEA will monitor and evaluate the implementation and effectiveness of CSI plans.
Comments/Follow Up Required:	

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(4) Engaging Educational Partners	
Yes	**Approval Criteria**
Yes	(4a) Complete the table – Educational Partners: LEA identifies applicable educational partner(s) or group(s) engaged in developing the LCAP. Partners 4a.7, 4a.8, and 4a.9 are encouraged but not required for Charters.
Yes	(4a.1) Parents
Yes	(4a.2) Students
Yes	(4a.3) Teachers
Yes	(4a.4) Principals and Administrators
Yes	(4a.5) Other School Personnel
N/A	(4a.6) Local Collective Bargaining Units, as applicable (not required for Charters)
N/A	(4a.7) Parent Advisory Committee, as applicable (not required for Charters)
N/A	(4a.8) English Language Parent Advisory Committee, as applicable (not required for Charters)
N/A	(4a.9) Special Education Local Plan Area Administrator, as applicable (not required for Charters)
Yes	(4b) Complete the table – **Process for Engagement:** The LEA describes the engagement process used to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.
Yes	(4b.1) A sufficient response will provide clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
Yes	(4c) A description of how the adopted LCAP was influenced by the feedback provided by educational partners. The LEA describes any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to educational partner feedback.
N/A	(4c.1) An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the LCAP.

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Comments/Follow Up Required:

(5) Goals and Actions – Goal Types and Requirements	
Yes	**Approval Criteria**
Yes	(5a) Goals are numbered and all required fields have been completed.
Yes	(5a.1) State Priorities have been identified for each goal.
N/A	(5b) **Focus Goal:** (5b.1) Focus Goal Description: The description for a Focus goal must be specific, measurable, and time bound. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.
N/A	(5b.2) Focus Goal Explanation: Explain why the LEA has chosen to prioritize this goal. Explanation must - Be based on Dashboard data or other locally collected data. - Describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
N/A	**(5b.3) Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding Description**: In addition to addressing the focus goal requirements described above (line 5b.1), LEAs must address the following: - All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and - Any underlying issues in the credentialing, subject matter preparation, and retention of the school - Identify specific metrics for each identified student group, as applicable
N/A	**(5b.4) Equity Multiplier Focus Goal Explanation:** LEA explains why it has chosen to prioritize this goal. In addition to addressing 5b.2 above, identify the school or schools to which the goal applies
Yes	(5c) **Broad Goal:**
Yes	(5c.1) Broad Goal Description: Each Broad Goal includes a description of what the LEA plans to achieve through the actions included in the goals. The description - Must be clearly aligned with the expected measurable outcomes included for the goal.

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	- **Yes** Organizes the actions and expected outcomes in a cohesive and consistent manner. - Is specific enough to be measurable in either quantitative or qualitative terms. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.
Yes	(5c.2) Broad Goal Explanation: For each Broad Goal, the LEA explains why the LEA developed the goal and how the actions and metrics grouped together will help achieve the goal.
N/A	(5d) **Maintenance of Progress Goal:**
N/A	(5d.1) Maintenance of Progress Goal Description: Each Maintenance Goal includes a description of how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. The LEA describes how the actions will sustain the progress exemplified by the related metrics.
Comments/Follow Up Required:	

(6) Goals and Actions – Measuring and Reporting Results	
Yes	**Approval Criteria**
Yes	(6a) LEA has completed the Measuring and Reporting Results section under each Goal in the LCAP.
Yes	(6b) **Metric #: LEA** identifies the metric number.
Yes	(6c) **Metric:** LEA identifies the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.
Yes	(6d) **Baseline:** LEA provides baseline data for 2024-25.
Yes	(6e) **Year 1 Outcome:** LEA provides the most recent data available for each metric and indicates the school year to which the data applies.
Yes	(6f) **Year 2 Outcome:** Should be left blank. To be completed for the 2026-27 LCAP.
* **Yes**	(6g) **Target for Year 3 Outcome:** LEA enters the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
N/A	(6h) **Current Difference from Baseline:** To be completed for the 2025-26 LCAP. Enter the difference between the date in year 1 outcome and target for year 3 outcome boxes.

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Comments/Follow Up Required:
6G: Metrics ~~1.4 The baseline is 69.9 and the target outcome is 34.3. While the goal is stated as exceeding the state average, you should write the maintenance target as closer to the baseline with a 'exceed state average' as a level not to drop below.~~ Corrected in revisions

(7) Goal Analysis	
Yes	**Approval Criteria**
N/A	*(a) LEA has completed the Goal Analysis section for each Goal being carried over from the prior LCAP*
N/A	*(b) Implementation: LEA describes the overall implementation of actions within the goal.*
N/A	*(b.1) LEA discusses relevant challenges and successes experienced in implementing the actions.*
N/A	*(b.2) LEA addresses any actions that were not implemented or implemented an action in a manner that differs substantially from what was described in LCAP.*
N/A	*(c) Material Differences: LEA explains material differences between Budgeted Expenditures and Estimated Actual Expenditures for actions and between Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.*
N/A	*(c.1) For qualitative improvements: LEA describes the methodology used to calculate the percentage of improvements in services in the current LCAP year as shown in the Contributing Actions Annual Update table.*
N/A	*(d) Effectiveness: LEA describes the effectiveness of specific actions to achieve the articulated goal as measured by the LEA using metrics outlined in the Measuring and Reporting section for the goal.*
N/A	*(e) Changes: LEA describes any changes made to the goal, expected outcomes, metrics, or actions to achieve the goal as a result of this analysis.*
Comments/Follow Up Required:	

(8) Goals and Actions – Actions	
Yes	**Approval Criteria**

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Yes	(8a.1&2) **Action # and Title:** LEA provides an action number and provides a short title for each action.
Yes	(8a.3) **Description:** LEA provides a brief description for each action.
Yes	(8a.4) **Total Funds:** LEA provides the total amount of expenditures associated with each action.
Yes	(8a.5) **Contributing:** LEA indicates whether each action contributes toward meeting the increased or improved services requirement as described in the Increased or Improved Services section (Y or N).
Yes	(8b) Actions for Foster Youth: ENCOURAGED for LEAs whose Foster Youth are numerically significant.
	(8c) **Required Actions**
Yes	(8c.1) For LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
Yes	(8c.2) For LEAs that have both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners. (strong actions for EL - LTEL included in the LTEL course and data points (Actions 1.1, 7.1, 7.2, 1.9)
Yes	(8c.2a) For LEAs that have 30 or more Students with Disabilities the LEA must include specific actions and consult with their SELPA.
N/A	(8c.3) LEAs eligible for technical assistance must include specific actions related to the implementation of the work underway as part of technical assistance.
Yes	(8c.4) LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions.

Comments/Follow Up Required:

~~Action 1.1 recommendation Expanding the Curriculum team is mentioned. How may staff are planned to be funded? # of FTE~~

~~Action 1.2 recommendation: Please list the FTE to be funded under this goal. The positions are listed without FTE attached. This helps monitor the implementation level of the action through the annual update.~~

Corrected in revisions

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(9) Goals and Actions – State Priorities and Required Metrics		
Yes	**Approval Criteria**	**State Priority Areas**
Yes	Teachers are appropriately assigned and fully credentialed in the subject areas and for the pupils they are teaching.	**1: Basic Services**
Yes	Every pupil has sufficient access to standards-aligned instructional materials.	
Yes	School facilities are maintained in good repair.	
	Implementation of the academic content and performance standards adopted by the state board.	**2: Implementation of State Standards**
Yes	How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.	
Yes	Efforts the LEA makes to seek parent input in making decisions for the LEA and each individual school site.	**3: Parent Involvement and Family Engagement**
Yes	How the LEA will promote parental participation in programs for unduplicated pupils.	
Yes	How the LEA will promote parental participation in programs for individuals with exceptional needs.	
Yes	Performance on Statewide assessments (ELA, Math, Science)	**4: Pupil Achievement**
No	Percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the UC or CSU.	
Yes	Percent of pupils who have successfully completed courses that satisfy requirements for CTE sequences or programs of study that align with state board approved CTE standards and frameworks.	
No	Percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the UC or CSU and career technical education sequences or programs of study.	
Yes	Percentage of English learner pupils who make progress toward English proficiency; or any subsequent	

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	assessment of English proficiency, as certified by the state board.	
Yes	English learner reclassification rate.	
No	Percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.	
No	Percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.	
Yes	School attendance rates	**5: Pupil Engagement**
Yes	Chronic absenteeism rates	
No	Middle school dropout rates	
No	High school dropout rates	
Yes	High school graduation rates	
Yes	Pupil suspension rates	**6: School Climate**
Yes	Pupil expulsion rates	
Yes	Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
N/A	Extent to which pupils have access to and are enrolled in a broad course of study that includes all of the subject areas described in Section 51210 and Section 51220(a) to (i), as applicable.	**7: Course Access**
Yes	Programs and services developed and provided to unduplicated pupils	
	Programs and services developed and provided to individuals with exceptional needs	
N/A	Pupil outcomes, if available, in the subject areas described in Section 51210 and subdivisions (a) to (i), inclusive of Section 51220, as applicable.	**8: Other Pupil Outcomes**
Comments/Follow Up Required:		

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(11) Increased or Improved Services for FY, EL, and LI Students – Required Descriptions	
Yes	**Approval Criteria**
Yes	(11a) **LEA-wide and Schoolwide Contributing Actions**: For each action identified as contributing to the increased or improved services requirement the LEA provides an explanation. - If the LEA has provided this required description in the Action Descriptions, state as such within the table. If stated, review the components in the Action Descriptions.
Yes	(11a.1) **Goals and Action #(s):** LEA identifies the goal and action number of each LEA-wide and schoolwide contributing action.
Yes	(11a.2) **Identified Need(s): LEA** provides an explanation of the unique identified need(s)of the LEA's unduplicated student group(s) for whom the action is principally directed. The LEA explains the need(s), condition(s), or circumstance(s) of its unduplicated student group(s) identified through a needs assessment.
Yes	(11a.3) **How the Actions(s) are Designed to address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis:** LEA provides an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis
Yes	(11a.4) **Metric(s) to Monitor Effectiveness:** LEA identifies the metric(s) being used to measure the progress and effectiveness of the action(s).
N/A	(11b) **Limited Actions:** For each action being solely provided to one or more unduplicated student group(s), the LEA provides an explanation. - If the LEA has provided the required descriptions in the Action Descriptions, state as such. If stated, review the components in the Action Descriptions.
N/A	(11b.1) **Goal and Action #:** LEA identifies the goal and action number of each limited action.
N/A	(11b.2) **Identified Need(s)**: LEA explains the unique identified need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment.
N/A	(11b.3) **How the Actions(s) are Designed to address Need(s):** LEA provides an explanation of how the action as designed will address the unique identified need(s) of the unduplicated student group(s) being served.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

N/A	(11b.4) **Metric(s) to Monitor Effectiveness:** LEA identifies the metric(s) being used to measure the progress and effectiveness of the action(s).
Yes	(11c) **Planned Percentage of Improved Services:** For any limited action associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, the LEA describes the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.
	(11c.1) **Goal and Action #:** LEA identifies the goal and action number and describes the methodology that was used.
Yes	(11d) **Additional Concentration Grant Funding:** Did the LEA demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55% as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55%?
N/A	(11d.1) An LEA that does not receive the concentration grant add-on funding must indicate that a response to this prompt is not applicable.
	(11d.2) The LEA identifies goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff providing direct services to students at schools with an enrollment of unduplicated students that is greater than 55%.
	(11d.3) An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55%, must describe how it is using the funds to increase the number or credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
	(11d.4) In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55%, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55%.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Yes	(11e) **Staff to Student Ratios by Type of School and Concentration of Unduplicated Students** - LEAs that do not have comparison schools should indicate **N/A**. Complete the table as follows:
Yes	(11e.1) Staff-to-Student Ratio – **Classified:** LEA provides staff-to-student ratio of classified staff providing services to students with a concentration of unduplicated students that is 55% or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55%, as applicable to the LEA.
Yes	(11e.2) Staff-to-Student Ratio – **Certificated:** LEA provides staff-to-student ratio of certificated staff providing services to students with a concentration of unduplicated students that is 55% or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55%, as applicable to the LEA.
Comments/Follow Up Required:	

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix J: HCCS Oversight Executive Summary

ACADEMICS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	5	0

The charter is "off track" in the area of academics because at least one area of concern involves potential material violations.

TYPE	DESCRIPTION
STRENGTH	HCCS met or exceeded all DASS agreed upon metrics for the 2023-24 school year except the High School Bridge English Language Learner level 6 target. *(*This may be updated or removed, pending the publication of the DASS 1-Year Graduation Rates on the California Schools Dashboard.)*
STRENGTH	During the 2023-24 year, IHS level 3 English Language Learners moving to high school exceeded the target of 5% by 27.12%.
STRENGTH	During the 2023-24 year, HCCS exceeded California State targets by at least 30% for English Language Learners with a pre and post-test measurable skills gains in levels 0, 1, 2, and 3.
STRENGTH	During the 2023-24 year, the percent of HCCS 12th grade students enrolled in a CTE program exceeded the 10% target by 10%.
AREAS FOR IMPROVEMENT	The percentage of HCCS high school learners with a pre and post-test, achieving measurable skills gain at level 6 have not met California state targets for the past 3 years resulting in this DASS metric being unmet.
AREAS FOR IMPROVEMENT	During the 2024-25 site visits, HCCS administrators stated that many students disenroll when they approach level 3 and/or gain enough English proficiency to secure employment. This pattern likely negatively impacts academic achievement.
AREAS FOR IMPROVEMENT	HCCS stated that progress for students in the Bridge and high school completion programs are measured through credit completion. However, no clear credit attainment rate has been shared.
AREAS FOR IMPROVEMENT	During classroom visits, it was noted that less than half of the enrolled students were present.
AREAS FOR IMPROVEMENT	On December 11, 2024 the District received notification from the CDE stating that the Dashboard Alternative School Status for HCCS was being revoked. Beginning the 2024-25 school year, the District will follow the CDE's guidance by using the California School Dashboard and the performance category/level (when available) to monitor and evaluate each school's academic performance.
CONCERN	The 2022-23 and 2023-24 SARC for HCCS reports more than 60 classrooms with enrollment numbers higher than 100 students. Classroom spaces cannot physically accommodate this number of students at one time. Interviews with staff and observations point to students being provided with work packets and then sent home, or encourage to only attend for part of the day, as space permits. This prevents students from attending class which has a direct impact on academic achievement. Additionally, the practice may result in the violation of Education Code 47612.5 regarding the requirement for at least 80% of the instructional time offered to be at the school site. To prevent corrective actions by the District, HCCTS must

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Highlands Community Charter and Technical Schools

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	take immediate action to address this concern and reduce class sizes, limiting enrollment to that which could be safely and feasibly accommodated. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
CONCERN	The attendance audit authorized by the District notes students arriving and departing continuously during classes. Interviews with staff indicated that a significant number of students simply check-in and leave class without intending to attend or they are given packets and leave to work independently at home. This practice does not align with the classroom-based instruction model as outlined in Ed. Code or the HCCTS' student handbook. Additionally, it is contradictory to HCCS petition which states "*We believe that attendance is crucial for our students' success*". The of allowing students to check in without ever intending to attend and giving packets to work independently is a high concern. To prevent corrective actions by the District, HCCS must immediately cease this practice and ensure access to classroom-based instruction for students, while complying with room capacity requirements for safety. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
CONCERN	On 08/09/23 and 3/27/24, the College Oak site was closed for staff development and Muslim holidays. Some students were provided one-day Independent Study packets. HCCTS correctly asserts that the three-day minimum requirement for Independent Study was not applicable to charter schools. While ADA earned for these students would be allowable, HCCS did not report any Independent Study ADA during the 2023-24 school year. This action has likely led to classroom ADA being incorrectly reported for the site. The District requires HCCS to take immediate actions to address and correct any ADA reporting errors.
CONCERN	The current grade levels are not aligned with the approved petition. Contradicting the petition, the program is now described as a high school program, but omits 11th grade. To-date HCCS has not submitted a Material Revision request as required by Education Code.
CONCERN	HCCS has not participated in the mandatory CAST Science test as required by law.

GOVERNANCE AND OPERATIONS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	1	3

The charter is "off track" in the area of governance and operations because HCCTS has at least one area of concern involves potential material violations. (See appendix K for more details.)

TYPE	DESCRIPTION
STRENGTH	The school's motto, "It's Never Too Late," was reflected in the dedication of the adult learners observed.
STRENGTH	Both students and staff demonstrated flexibility in adapting to various classroom configurations and locations.
AREAS FOR IMPROVEMENT	Parking, classroom space, and staffing were often cited as ongoing issues.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

AREAS FOR IMPROVEMENT	SARC reports were identified as an area of concern earlier in the year due to inaccurate and missing data. HCCS has corrected the reports, but should make improvements in this area to ensure accuracy of reporting. The District will include oversight activities on this item during the 2025-26 school year.
REQUIRED ACTION	The number of annual instructional minutes during the 2022-23 school year for students on Track A, attending the PM schedule was short. The attendance report stated that the minutes were short by 6,510 minutes. HCCTS believes the instructional minutes were short by 4,500. The District is concerned with the instructional minutes not meeting the requirement. HCCS must review the Track A schedule and refile for an adjustment for the shortage in instructional minutes. Additionally, as HCCTS stated in their response they must then resubmit ADA reviews to the District and the CDE by the beginning of the 2025-26 school year. HCCS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	It was reported by HCCS staff that prior to 2023-24, attendance records were discarded at the end of the school year. This action is in direct contradiction to the HCCS charter petition's which affirms that HCCS will "*Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.*" HCCS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Scott Leaman, TRUSD site visit contractor noted that the HCCS facility located at 1100 Fulton Avenue, #F, Sacramento CA was closed "due to sewage and other building issues." The District was not able to conduct the site visit at this location. Provide the District with an update regarding the facility issues and how students were served during the facility's closure.
CONCERN	For multiple past years, HCCS had not adopted the Comprehensive School Safety Plan (CSSP) annually by March 1st as outlined by Education Code. HCCS must update the CSSP, annually by March 1st. The current plan does not include all required elements as outlined in EC Section 32282(a)(2)(A-L). The District will include follow-up activities on this item during the oversight activities for the 2025-26 year.

FINANCIAL HEALTH		
RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS

TYPE	DESCRIPTION
Pending	*HCCTS requested and was granted an extension to file the 23-24 audit reports. Data will be entered here once the District has those reports.*

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

Appendix K: HCCTS Oversight Executive Summary

ACADEMICS		
RENEWAL TRACK Off Track	CONCERNS 0	REQUIRED ACTIONS 0

HCCTS is "off track" in the area of academics because both charter schools (HCCS and CICA) have areas of concern involving potential material violations.

TYPE	DESCRIPTION
STRENGTH	HCCTS offers a variety of social services such as food pantries, free clothing distribution, laundromat, childcare, and fitness center.
STRENGTH	Staff members are dedicated, caring, and committed to students.

GOVERNANCE AND OPERATIONS		
RENEWAL TRACK Off Track	CONCERNS 5	REQUIRED ACTIONS 5

HCCTS is "off track" in the area of governance and operations because at least one area of concern involve potential material violations.

TYPE	DESCRIPTION
STRENGTH	HCCTS offer a variety of social services such as food pantries, free clothing distribution, laundromat, childcare, and fitness center.
STRENGTH	Staff members are dedicated, caring, and committed to meeting student needs.
AREAS FOR IMPROVEMENT	Enrollment growth has strained HCCS' and CICA's systems. This is a challenge further compounded by its large geographic footprint across California.
AREAS FOR IMPROVEMENT	The District commends HCCTS for revising at least half of the outdated Board Policies and their work to ensure all BPs are updated by June 30, 2025. HCCTS' commitment to continue reviewing and updating BPs as needed and their plan to communicate updates is noteworthy. However, the BP revision process needs to be strictly followed. Concerns related to the revision of BP 3310 have been identified. The District will include oversight activities on this item during the 2025-26 school year.
AREAS FOR IMPROVEMENT	Several sites are located in religious buildings that display religious symbols in HCCTS classrooms. Most of the concerns have been addressed, but there are still facilities in which this issue is not resolved.
REQUIRED ACTION	The CTE Truck Driving program has allowed non-students to participate. HCCTS has stated that they have ceased this practice. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	During the 2022-23 and 2023-24 school years, HCCTS used an incorrect calendar for reporting ADA that resulted in incorrect P-2 divisors. HCCTS has stated that this has been

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

	addressed during the 2024-25 school year. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	The reporting structure and internal controls for attendance were identified as "inadequate" during the 2024-25 District authorized Attendance Study. This resulted in multiple errors in attendance accounting, lack of training for staff, and inconsistency in documenting and verifying attendance reporting. HCCTS has communicated that they are updating the attendance taking procedures and that they will seek approval from the District before making any changes to the attendance polices. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Provide the District with an update regarding the plan to implement a single attendance track with all minimum number of instructional minutes met before beginning implementation for the 2025-26 school year (8/11/2025). HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	During the current 2024-25 school year, HCCTS began withholding suite and building numbers when providing lists of sites/locations. The District acknowledges the current MOU Amendment No. 3 as the accurate list of approved sites minus the locations which have been closed. The District requires suite and building numbers in order to conduct proper oversight.
CONCERN	On October 3, 2024 and October 17, 2024, the HCCTS' Board of Trustees approved multiple locations for operations that were not approved by the District as outlined in the current MOU Amendment No. 3 for CICA and HCCS. This action was done without complying to the terms outlined in the agreements. The District is reviewing and will follow-up appropriately.
CONCERN	HCCTS made numerous material changes to their procedures for collecting attendance and reporting ADA, but did not obtain approval prior to implementation. The District acknowledges that HCCTS informed the District of the utilization of the "Brain" app for attendance after the implementation and that the District was notified after they ceased to use the "Brain" app. However, prior approval was never sought. This requirement is outlined in CICA's and HCCS' petitions. While HCCTS has communicated that they will seek approval from the District before making any changes to the attendance polices, the actions outlined above constitute unapproved material changes. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure compliance.
CONCERN	HCCTS continues to have CALPADS Errors or misassignments as outlined by the Commission on Teacher Credentialing (CTC). The CDE confirmed that HCCTS is on record as a K-12 school and not an adult school. The K-12 school type and adult education teacher credentialing remains an unresolved issue despite the District's Notice of Concern. To prevent corrective actions by the District, HCCTS must comply with the CTC's guidelines to appropriately address the misassignments and begin making immediate changes. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
CONCERN	Before closing, the Marysville 2 location was identified as a baseball field, not a facility. The District is reviewing additional concerns discovered through the investigation process.

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Highlands Community Charter and Technical Schools

Highlands Community Charter School

CONCERN	Although there are no students in or around the area, HCCTS has secured an administrative site in San Diego, CA. Additionally, a public records search showed that this location has been advertised as office condominiums where "*you can watch a game from your balcony*", specifically referencing HCCTS' administrative suite 310 as having a "*dedicated balcony with unparalleled view of Petco Park*." The purpose for this administrative facility in San Diego is unclear.

FIANANCIAL HEALTH		
RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS

TYPE	DESCRIPTION
Pending	*HCCTS requested and was granted an extension to file the 23-24 audit reports. Data will be entered here once the District has those reports.*

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HIGHLANDS
COMMUNITY CHARTER SCHOOL

OVERSIGHT REPORT 2023-24

TwinRivers
UNIFIED SCHOOL DISTRICT

DRAFT

April 2025



Notice of Violation: Staff Findings and Recommendations Highlands Community Charter School

Presented by:

Ryan DiGiulio, Chief Business Official
William Schuetz, Attorney at Law, Dannis Woliver Kelley

TwinRivers UNIFIED SCHOOL DISTRICT

November 4, 2025

HCCS Background

- **Initial Petition Approved:** 2014
- **Petition was Conditionally Renewed:** March 5, 2019
- **Petition was Automatically Extended:** Three (3) Additional Years by Operation of Law
- **Petition Expiration Date:** June 30, 2027
- HCCS is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

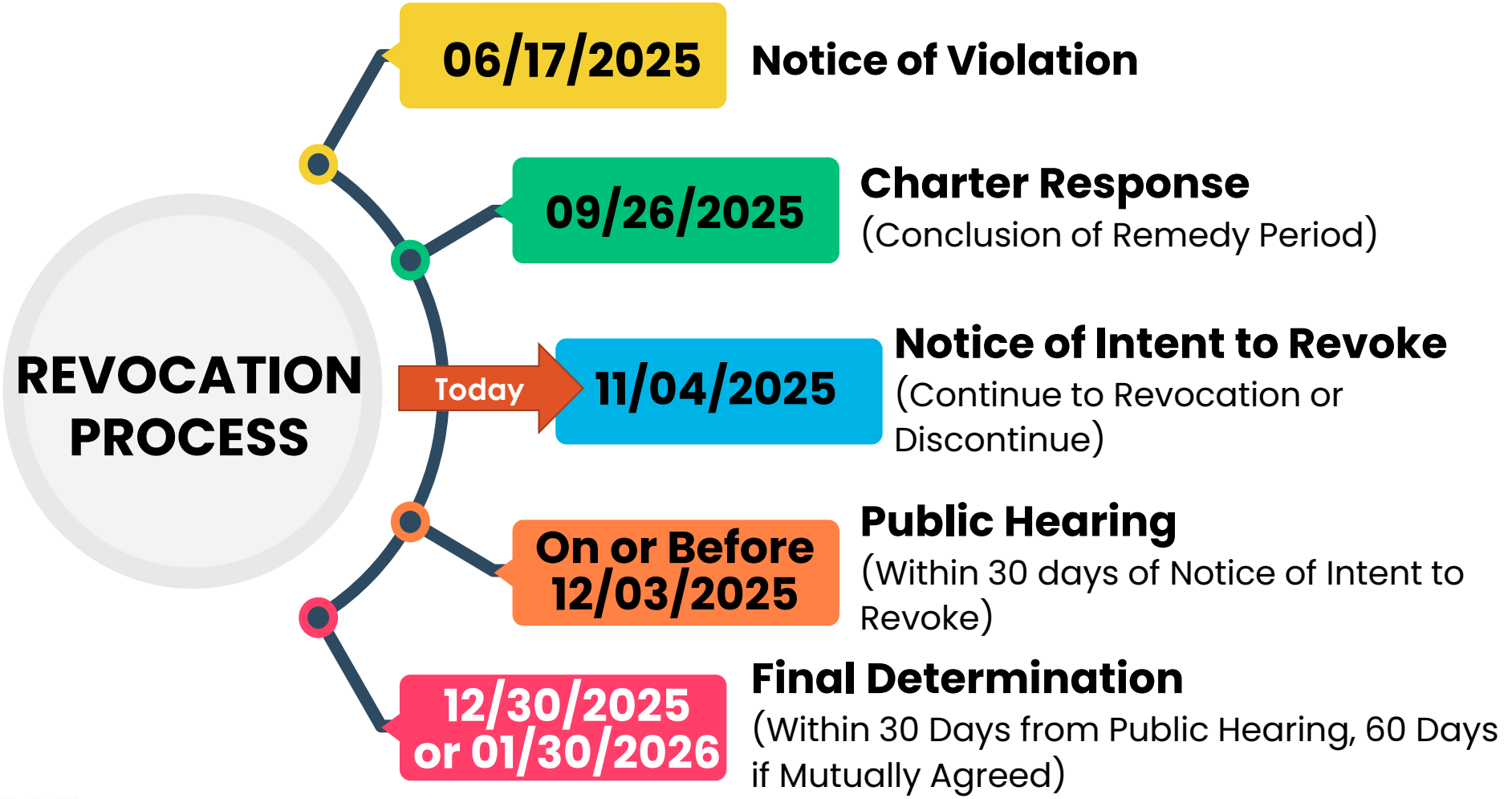
REVOCATION PROCESS
06/17/2025
Notice of Violation
09/26/2025
Charter Response
(Conclusion of Remedy Period)
Today
11/04/2025
Notice of Intent to Revoke
(Continue to Revocation or Discontinue)
On or Before 12/03/2025
Public Hearing
(Within 30 days of Notice of Intent to Revoke)
12/30/2025 or 01/30/2026
Final Determination
(Within 30 Days from Public Hearing, 60 Days if Mutually Agreed)

NOTICE OF VIOLATION

REVIEW PROCESS

1. The NOV team was identified. (TRUSD Subject-Area Experts)
2. The NOV review team received training on the investigation process(with support from Legal Counsel).
3. The NOV review team conducted a thorough, objective, and data-driven review.
4. Recommendations were reviewed with Executive Cabinet and TRUSD legal counsel to ensure they were legally grounded.
5. This presentation provides the final staff recommendations based on the investigations.

Charter School's Responsibilities

After Receiving the Notice of Violation, the charter school's governing body, if it chooses to respond, shall take the following actions:

1. Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation; and
2. Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

Response Evaluation and Board Action Options

The District shall evaluate the charter school's response to the Notice of Violation and any supporting evidence, if submitted, and the Board shall take one of the following actions:

1. Continue with the revocation process by issuing a Notice of Intent to Revoke to the charter school if the District has substantial evidence that the charter school has failed to refute to the District's satisfaction, or remedy a violation identified in the Notice of Violation; or
2. Discontinue the revocation process and provide timely written notice of such action to the charter school.



Staff Findings

VIOLATIONS OF THE CHARTER

Grade Levels Not Aligned with the Petition

HCCS RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges responsibility • Submitted a Material Revision request (10/10) • Committed to aligning grades with petition	• Tardiness in responding to the Material Revision requirement • Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees • Exhibits were not accessible to District until 09/29/25	Pending Material Revision Review	No

VIOLATIONS OF THE CHARTER

Locations Not Approved by the District

HCCS RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges responsibility • Submitted Material Revision request (10/10) • Committed to aligning with TRUSD approved sites	• Tardiness in responding to the Material Revision requirement • Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees • If the Material Revision is not approved, TRUSD would require further actions to cease operations and address ongoing expenses at the locations not listed in the MOU Amendment No. 3.	Ongoing or Systemic Non- Compliance	Unable to Determine at this Time

VIOLATIONS OF LAW

2023-24 Independent Audit Report

HCCS RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Delay due to external factors • Plan to hold vendor accountable • More timely submission in future • Have consistently provided auditors with timely response to requests	• The District acknowledges that HCCTS provided a draft of the reports on 10/10/25 • Although HCCTS has taken action to resolve the issue, this item remains open until the final audit report is received.	Ongoing or Systemic Non- Compliance	Unable to Determine at this Time

VIOLATIONS OF LAW

Failure to Track and Meet Instructional Minutes

HCCS RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Disputes findings from the JLAC audit • Is appealing audit finding • Believes they met all requirements outlined in law • Taking steps to ensure continuous improvement	• The legitimacy of its practices during the audit period remains unresolved pending a decision from the Education Audit Appeals Panel. • The adequacy of the response remains unresolved due to the pending audit appeal and the lack of independently verified evidence that students met the 80% in-person instructional time threshold. • Inadequate evidence of steps taken to ensure compliance.	Ongoing or Systemic Non-Compliance	Unable to Determine at this Time

VIOLATIONS OF LAW
Credential Misassignments

HCCS RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges responsibility • Significant Staffing layoffs • Commitment to credential compliance	• The monthly assignment monitoring data provides evidence that HCCTS has changed staffing practices and reformed to comply with the law moving forward. • HCCTS staff have become more knowledgeable about credentialing options to ensure compliance. • HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing.	**No**	**No**

VIOLATIONS OF LAW CONTINUED

Exclusive Partnership Agreement

HCCS RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges violation of the WIOA Exclusive Partnership Agreement • Ceased enrollment of non-students • Suspended the CTE Truck Driving Program • Committed to compliance	• Lack of evidence that proves the partnerships with outside entities were terminated. • The CTE Instructor's statements were inconsistent with HCCS's response.	Ongoing or Systemic Non- Compliance	Unable to Determine at this Time

FISCAL MISMANAGEMENT

San Diego Location

HCCS RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges responsibility • Site was used for employee working remotely • Vacated the property • Engaged realtor • Implemented stronger financial controls	• The property has not been sublet. • The lease remains in place with expenses ongoing. • The past moneys spent on the expensive property, which was not directly used for HCCTS students has not been addressed or remedied.	Ongoing or Systemic Non-Compliance	No

FISCAL MISMANAGEMENT

Marysville 2 Location

HCCS RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges responsibility • Termination agreement was cost saving • Sale of $5K in assets for $1 was necessary to achieve “cost saving termination agreement” • Working to mitigate loss	• The lease termination date is 04/30/2026, therefore the violation remains open. • This violation may never be resolved in full since HCCTS still spent money on an unused property with funds that will never be recovered, including lease payments, utilities, equipment purchases and a sponsorship/donation.	Ongoing or Systemic Non-Compliance	No

Recommended Board Action

Staff recommends the Board of Trustees approve Issuance of a Notice of Intent to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools.

Next Steps

TRUSD Board Vote
11/04/2025

Yes
Issue "Notice of Intent to Revoke"

- **By 12/03/25**
  Public Hearing
- ***By 12/30/25**
  TRUSD Board Final Determination Vote
  - **Or 01/30/26 (if Mutually Agreed Upon)*

No
Do Not Issue "Notice of Intent to Revoke"

Revocation Process Ceases:
TRUSD will monitor all areas of concern through annul oversight activities.



Thank You

Regular and Virtual School Board Meeting
11/04/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

L. 5. PRESENT AND APPROVE Issuance of a Notice of Intent to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools

Quick Summary / Abstract

On June 17, 2025, the District's Board of Trustees unanimously voted to issue a Notice of Violation to Highlands Community Charter School (HCCS), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS and specifying a reasonable remedy period of up to September 26, 2025, for HCCS to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, HCCS provided a partial response. The response with exhibits were provided to the District on September 29, 2025. However, as explained in the Notice of Intent to Revoke, substantial evidence exists that the Charter School failed to refute and/or remedy all of the violations set forth in the Notice of Violation to the District's satisfaction.

Based upon the substantial evidence that demonstrates failure to refute and/or remedy multiple violations identified in the Notice of Violation, District staff recommends the Board approve issuance of the Notice of Intent to Revoke to HCCS pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations. Staff, with support from legal counsel, will provide a presentation on the findings of fact and recommendation.

If issued, it is anticipated that a public hearing regarding whether there is substantial evidence to revoke HCCS Charter will be held at the December 2, 2025, Board meeting, and the determination of whether to issue a Final Decision to revoke will occur at a Board meeting before December 30, 2025, or January 30, 2026, if extended by mutual agreement with HCCS.

The Superintendent recommends that the Board of Trustees approve Issuance of the Notice of Intent to Revoke the Charter of Highlands Community Charter School. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Rationale

On June 17, 2025, the District's Board of Trustees unanimously voted to issue a Notice of Violation to Highlands Community Charter School (HCCS), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS and specifying a reasonable remedy period of up to September 26, 2025, for HCCS to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, HCCS provided a partial response. The response with exhibits were provided to the District on September 29, 2025. However, as explained in the Notice of Intent to Revoke, substantial evidence exists that the Charter School failed to refute and/or remedy all of the violations set forth in the Notice of Violation to the District's satisfaction.

The Superintendent recommends that the Board of Trustees approve Issuance of the Notice of

Regular and Virtual School Board Meeting
11/04/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

Intent to Revoke the Charter of Highlands Community Charter School. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Supporting Documents

- 2025.11.04.HCCS Notice of Violation Staff Report and Recommendations.pptx
- 2025.06.12.LTR.HCCS Notice of Violation w-Exhibits
- _9.26.2025 Highlands Notice of Violation Response .docx
- 2025.11.04.Notice of Intent to Revoke.HCCS

Created on 10/13/2025 at 10:25 AM PT by Sharilyn Warta
Last Modified on 11/4/2025 at 9:11 AM PT by Yasmina Flores

Special and Virtual School Board Meeting
12/02/2025 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

G. 1. PUBLIC HEARING for the Material Revision of the Highlands Community Charter School's Charter of Highlands Community Charter and Technical Schools

Quick Summary / Abstract

The Board of Trustees will hold a Public Hearing regarding the request to materially revise the Highlands Community Charter School's (HCCS) charter. (Material Revision Request)[Ed. Code Section 47605(b)]. On October 10, 2025, Jonathan Raymond, Executive Director, Highlands Community Charter and Technical Schools (HCCTS), submitted a Material Revision Request proposing changes related to site locations, grade levels, academics, programs, financials, and the governance structure. These changes are defined as "material" by the school's Memorandum of Understanding (MOU) and California Education Code 47607.

The Board will take comments from the public regarding HCCS' Material Revision Request. Following the Public Hearing, representatives from HCCS will provide a presentation on behalf of the material revision request. District staff, with the assistance of legal counsel, are in the process of reviewing and analyzing the Material Revision Request. District staff will bring recommendations to the Board of Trustees at the January 13, 2026, regularly scheduled meeting of the Board. The Superintendent recommends a Public Hearing for the Material Revision of the Highlands Community Charter School's Charter of the Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Rationale

The Board of Trustees will hold a Public Hearing regarding the request to materially revise the Highlands Community Charter School's (HCCS) charter. (Material Revision Request)[Ed. Code Section 47605(b)]. On October 10, 2025, Jonathan Raymond, Executive Director, Highlands Community Charter and Technical Schools (HCCTS), submitted a Material Revision Request proposing changes related to site locations, grade levels, academics, programs, financials, and the governance structure. These changes are defined as "material" by the school's Memorandum of Understanding (MOU) and California Education Code 47607.

The Board will take comments from the public regarding HCCS' Material Revision Request. Following the Public Hearing, representatives from HCCS will provide a presentation on behalf of the material revision request. District staff, with the assistance of legal counsel, are in the process of reviewing and analyzing the Material Revision Request. District staff will bring recommendations to the Board of Trustees at the January 13, 2026, regularly scheduled meeting of the Board. The Superintendent recommends a Public Hearing for the Material Revision of the Highlands Community Charter School's Charter of the Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.rigiulio@trusd.net, (916)566-1600 ext. 31203.

Supporting Documents

Special and Virtual School Board Meeting
12/02/2025 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

HCCS Material Revision Presentation

HCCS Material Revision 2025 Redline Version

Created on 11/14/2025 at 3:38 PM PT by Sharilyn Warta
Last Modified on 12/1/2025 at 11:27 AM PT by Yasmina Flores

Special and Virtual School Board Meeting
01/27/2026 - 05:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

I. 2. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools.

Quick Summary / Abstract

On June 17, 2025, the District's Board of Trustees unanimously voted to issue a Notice of Violation to Highlands Community Charter School (HCCS), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to September 26, 2025, for HCCS to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, HCCS provided a partial response. The response with exhibits were provided to the District on September 29, 2025.

Based upon the substantial evidence at that time demonstrating HCCS's failure to refute and/or remedy multiple violations identified in the Notice of Violation, District staff recommended that the Board approve issuance of the Notice of Intent to Revoke to HCCS pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations, and the Board approved issuance of the Notice of Intent to Revoke at its meeting on November 4, 2025.

On December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607(h), on the issue of whether substantial evidence exists to revoke HCCS's Charter.

A Final Decision whether to revoke or decline to revoke HCCS's Charter must be issued within sixty (60) days of holding the public hearing, as that deadline was extended by mutual agreement of the District and Charter School. Therefore, the last day to issue the Final Decision regarding HCCS's revocation is January 31, 2026. If the Board does not act to issue a Final Decision by this deadline, the revocation process is terminated and the Notice of Intent to Revoke is void.

The Superintendent recommends to approve the Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Rationale

The Final Decision whether to revoke the Charter of HCCS is limited to a determination of whether substantial evidence supports a finding(s) that the Charter School has failed to refute or remedy the violations identified in the Notice of Violation to the District's satisfaction. Consistent with Education Code section 47607, a chartering authority shall not revoke a charter unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

Based upon District Staff's analysis of the documented measures taken by HCCTS to refute and/or

remedy the violations identified in the Notice of Revocation, District Staff have determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction. As a result, District Staff recommends that the Board terminate the revocation process by approving issuance of a Final Decision declining to revoke the HCCS Charter, and the District will continue to implement a heightened level of oversight over HCCS and closely monitor its progress and compliance.

The Superintendent recommends to approve the Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Supporting Documents

- TRUSD NOV Staff Findings Presentation.HCCS
- HCCS NOV Presentation by HCCTS
- HCCTS Evidence Submission Tracking.NIR
- Notice of Intent to Revoke_November_5_2025.HCCS
- HCCS Reply to Notice of Violation_September_26_2025
- Notice of Violation_June_12_2025.HCCS

Created on 1/22/2026 at 12:10 PM PT by Sharilyn Warta
Last Modified on 1/27/2026 at 11:33 AM PT by Yasmina Flores

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01/27/2026 - 05:00 PM
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I. 2. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools.

Quick Summary / Abstract

On June 17, 2025, the District's Board of Trustees unanimously voted to issue a Notice of Violation to Highlands Community Charter School (HCCS), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to September 26, 2025, for HCCS to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, HCCS provided a partial response. The response with exhibits were provided to the District on September 29, 2025.

Based upon the substantial evidence at that time demonstrating HCCS's failure to refute and/or remedy multiple violations identified in the Notice of Violation, District staff recommended that the Board approve issuance of the Notice of Intent to Revoke to HCCS pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations, and the Board approved issuance of the Notice of Intent to Revoke at its meeting on November 4, 2025.

On December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607(h), on the issue of whether substantial evidence exists to revoke HCCS's Charter.

A Final Decision whether to revoke or decline to revoke HCCS's Charter must be issued within sixty (60) days of holding the public hearing, as that deadline was extended by mutual agreement of the District and Charter School. Therefore, the last day to issue the Final Decision regarding HCCS's revocation is January 31, 2026. If the Board does not act to issue a Final Decision by this deadline, the revocation process is terminated and the Notice of Intent to Revoke is void.

The Superintendent recommends to approve the Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Rationale

The Final Decision whether to revoke the Charter of HCCS is limited to a determination of whether substantial evidence supports a finding(s) that the Charter School has failed to refute or remedy the violations identified in the Notice of Violation to the District's satisfaction. Consistent with Education Code section 47607, a chartering authority shall not revoke a charter unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

Based upon District Staff's analysis of the documented measures taken by HCCTS to refute and/or

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remedy the violations identified in the Notice of Revocation, District Staff have determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction. As a result, District Staff recommends that the Board terminate the revocation process by approving issuance of a Final Decision declining to revoke the HCCS Charter, and the District will continue to implement a heightened level of oversight over HCCS and closely monitor its progress and compliance.

The Superintendent recommends to approve the Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Supporting Documents

- TRUSD NOV Staff Findings Presentation.HCCS
- HCCS NOV Presentation by HCCTS
- HCCTS Evidence Submission Tracking.NIR
- Notice of Intent to Revoke_November_5_2025.HCCS
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- Notice of Violation_June_12_2025.HCCS

Created on 1/22/2026 at 12:10 PM PT by Sharilyn Warta
Last Modified on 1/27/2026 at 11:33 AM PT by Yasmina Flores



Charter Revocation Staff Findings & Recommendations: Highlands Community Charter School

Presented by:

Ryan DiGiulio, Chief Business Official, Twin Rivers Unified School District
William Schuetz, Attorney at Law, Dannis Woliver Kelley

TwinRivers UNIFIED SCHOOL DISTRICT

January 27, 2026

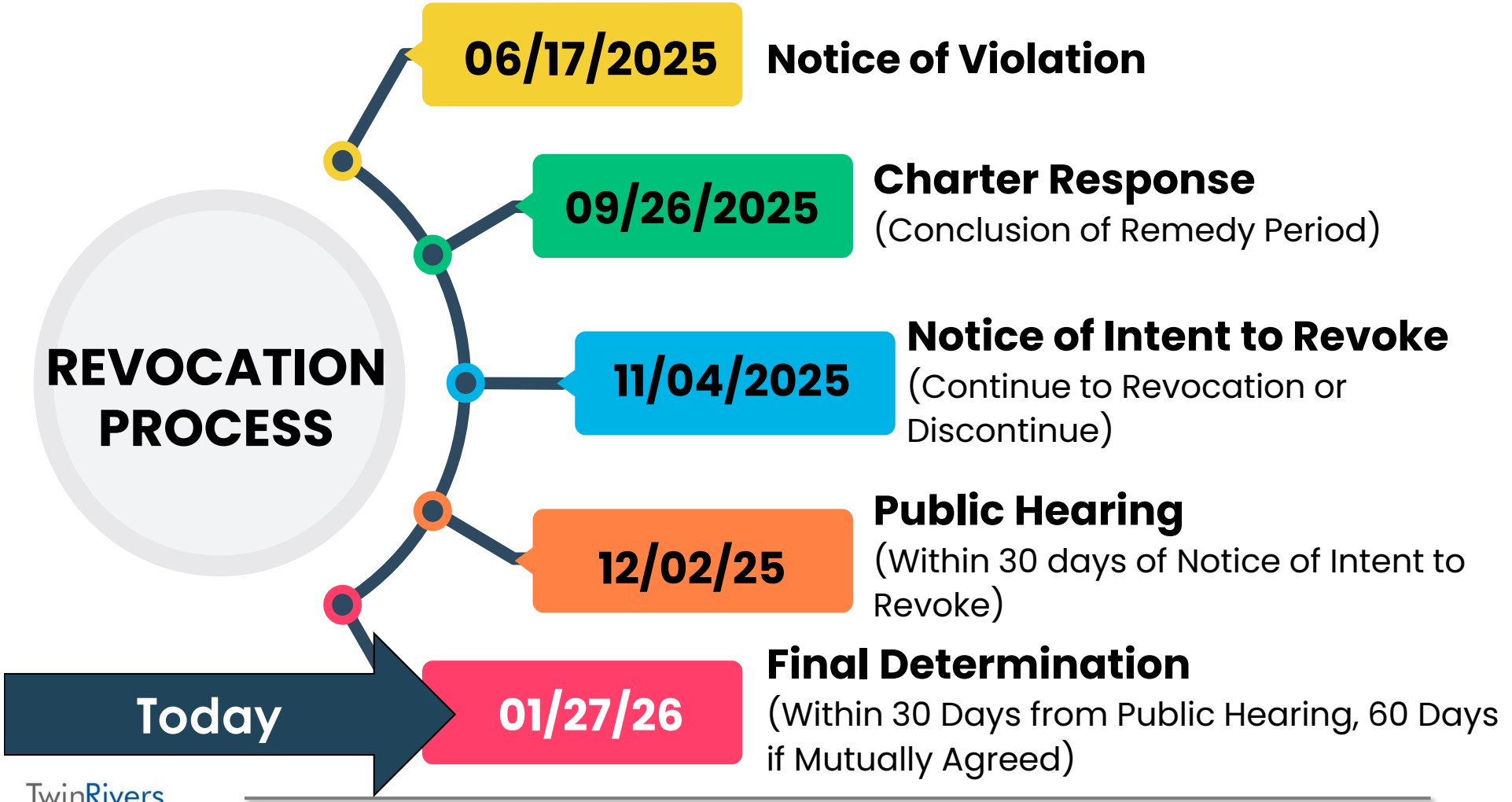
REVOCATION PROCESS
06/17/2025
Notice of Violation
09/26/2025
Charter Response
(Conclusion of Remedy Period)
11/04/2025
Notice of Intent to Revoke
(Continue to Revocation or Discontinue)
12/02/25
Public Hearing
(Within 30 days of Notice of Intent to Revoke)
Today
01/27/26
Final Determination
(Within 30 Days from Public Hearing, 60 Days if Mutually Agreed)

District Charter Oversight Responsibilities

Per Ed. Code section 47604.32, the District, as the charter school authorizer, has the following charter oversight responsibilities:

- Identify staff member as a contact person;
- Visit each charter school at least annually;
- Ensure that each charter school under its authority complies with all reports required of charter schools by law, including the annual update to the LCAP;
- Monitor fiscal condition of each charter school under its authority;
- Monitor and determine whether any Conditions for Revocation exist

Final Decision Whether to Revoke

No later than 30-days after the Public Hearing

- Unless the District and the Charter School agree to extend the issuance of the decision by an additional 30-days (01/31/26 Deadline).
- If the Board does not act to issue a Final Decision by this deadline the revocations process is terminated and the Notice of Intent to Revoke is void.

Board must make a final decision regarding revocation

- Revoke

or

- Decline to Revoke

Grounds for Revocation

A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:

Violations of the Charter	Pupil Outcomes	Accounting Principles or Fiscal Mismanagement	Violation of Law
Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.	Failed to meet or pursue any of the pupil outcomes identified in the charter.	Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.	Violation of any law.

Ed Code, § 47607(f)

FINAL REVIEW PROCESS

1. **10/01-01/09:** HCCTS submitted a substantial amount of evidence showing compliance and providing confirmation that the organization has begun to take steps to remedy violations.
2. **01/05 – 01/14:** The TRUSD Revocation review team conducted a thorough, objective, and data-driven review.
3. **01/14-01/20:** The team's recommendations were reviewed by Executive Cabinet and TRUSD legal counsel to ensure they were legally grounded.
4. This presentation provides the final staff recommendations.

Key Evaluation Metrics



Refuted

The charter school has provided persuasive and sufficient evidence showing that the violation did not exist.



Remedied

The charter school has remedied the violation to the District's satisfaction. The District will continue to closely monitor this area for 1- 3 years to ensure continued compliance.



Ongoing or Systemic Non-Compliance

The Charter school has not refuted or remedied the violation and there are indicators of ongoing or systemic non-compliance.



Staff Findings

Staff Findings: Violations of the Charter

Grade Levels Not Approved

HCCS has ceased the practice of enrolling students into 9th and 10th grade.

HCCS has started enrollment into 1st and 2nd grades.

Before adding or changing grades, HCCS will submit a material revision request. If not approved, HCCS will continue to serve 1st, 2nd, and 12th grades only, as approved in their petition.

Locations Not Approved

HCCTS Board has been taking action to terminate or buy-out leases.

HCCS is moving to locations that are approved by the District and will not add any new locations without prior approval by the District through the Material Revision process.

HCCTS has adopted or revised multiple Board Policies, including BP 7150.5 "*School Site Opening and Closure Policy*"

Staff Findings: Violations of Law

Failure to Submit Audit Report	Credential Misassignment	Failure to Track & Meet Instructional Minutes	Violation of Exclusive Partnership Agreement
On 01/02/2026 HCCTS submitted the 2024 Annual Independent Audit report. HCCTS has committed to submitting future reports in a timely manner. HCCTS is pursuing a different audit firm to ensure this issue is not perpetuated.	TRUSD has verified evidence that HCCTS has changed staffing practices. HCCTS staff have become more knowledgeable about credentialing compliance. HCCTS' subsequent actions show a credible shift towards compliance.	HCCS has taken corrective actions to improve attendance policies & procedures as evidenced by revised calendars, bell schedules, staff trainings, and internal audits. Serious efforts to improve practices related to student attendance enforcement and engagement have been made. Collaborating with Charter Impact to support with attendance monitoring and reporting.	HCCTS submitted evidence that the external partnerships have been terminated. Non-WIOA students were dis-enrolled. HCCTS has terminated the CTE Truck Driving program. Staff who were assigned to the Truck Driving program have been re-assigned or are no longer with the organization.

Staff Findings: Fiscal Mismanagement

San Diego Location

Lease Termination/Buy-Out on 11/18/25

Adopted or Revised Policies to Address Root Issues of Fiscal Mismanagement:

- BP 3410 RE. Allowability of Costs
- BP 3110 RE. Debt Management
- BP 3310: Purchasing and Vendor Selection
- BP 7150.5: School Site Opening and Closure Policy

Updated the Fiscal Policies and Procedures Manual

Marysville 2 Location

Lease Termination/Buy-Out showing termination as of 1/24/25

Adopted or Revised Policies to Address Root Issues of Fiscal Mismanagement:

- BP 3410 RE. Allowability of Costs
- BP 3110 RE. Debt Management
- BP 1325 Marketing: Advertising and Sponsorship
- BP 3310: Purchasing and Vendor Selection
- BP 7150.5: School Site Opening and Closure Policy

Updated the Fiscal Policies and Procedures Manual

Staff Determination

District Staff has determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction.

Next Steps

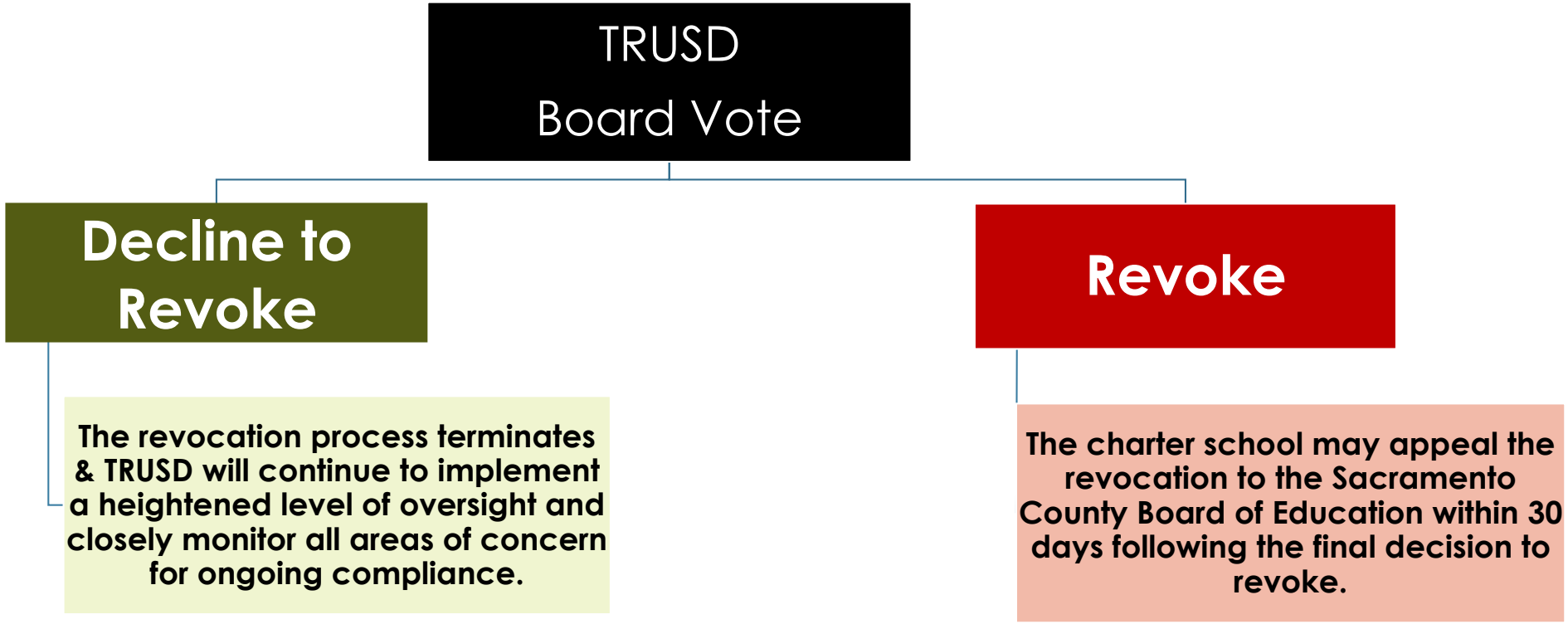
TRUSD
Board Vote
Decline to Revoke
Revoke
The revocation process terminates & TRUSD will continue to implement a heightened level of oversight and closely monitor all areas of concern for ongoing compliance.
The charter school may appeal the revocation to the Sacramento County Board of Education within 30 days following the final decision to revoke.

Recommended Board Action

- The Final Decision whether to revoke the Charter is limited to a determination of whether substantial evidence supports a finding(s) that the Charter School has failed to refute or remedy the violations identified in the Notice of Violation to the District's satisfaction.
- Since District Staff have determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction, **Staff recommends that the Board of Trustees approve issuance of a Final Decision declining to revoke the Charter**.



Thank You

Special and Virtual School Board Meeting
01/30/2026 - 12:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
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B. 2. ADOPT Resolution No. 1613 Approving Issuance of a Final Decision to Revoke the Charter of Highlands Community Charter School

Quick Summary / Abstract

On June 17, 2025, the District's Board of Trustees unanimously voted to issue a Notice of Violation to Highlands Community Charter School (HCCS), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to September 26, 2025, for HCCS to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, HCCS provided a partial response. The response with exhibits were provided to the District on September 29, 2025.

Based upon the substantial evidence at that time demonstrating HCCS's failure to refute and/or remedy multiple violations identified in the Notice of Violation, District staff recommended that the Board approve issuance of the Notice of Intent to Revoke to HCCS pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations, and the Board approved issuance of the Notice of Intent to Revoke at its meeting on November 4, 2025.

On December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607(h), on the issue of whether substantial evidence exists to revoke HCCS's Charter.

During a special Board meeting on January 27, 2026, District Staff presented their analysis of the measures taken by HCCTS to refute and/or remedy the violations identified in the Notice of Revocation. While the Board thoughtfully considered Staff's analysis and recommendation regarding revocation, it ultimately did not accept Staff's recommendation and no action was effectively taken regarding HCCS's revocation.

A Final Decision to revoke HCCS's Charter must be issued within sixty (60) days of holding the public hearing, as that deadline was extended by mutual agreement of the District and Charter School. Therefore, the last day to issue the Final Decision regarding HCCS's revocation is January 31, 2026. If the Board does not act to issue a Final Decision by this deadline, the revocation process is terminated and the Notice of Intent to Revoke is void.

The Superintendent recommends that the Board adopt Resolution No. 1613 Approving a Final Decision to Revoke the Charter of Highlands Community Charter School. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Rationale

The Final Decision whether to revoke the Charter of HCCS is limited to a determination of whether substantial evidence supports a finding(s) that the Charter School has failed to refute or remedy the violations identified in the Notice of Violation to the District's satisfaction. Consistent with Education Code section 47607, a chartering authority shall not revoke a charter, unless it makes

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written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

The Superintendent recommends that the Board adopt Resolution No. 1613 Approving a Final Decision to Revoke the Charter of Highlands Community Charter School. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Supporting Documents

Resolution No. 1613_Final Decision to Revoke HCCS Charter

11.5.2025 Highlands Notice of Intent to Revoke

9.26.25 Highlands Notice of Violation Response

06.12.2025 Highlands Notice of Violation

Created on 1/28/2026 at 5:38 PM PT by Yasmina Flores
Last Modified on 1/29/2026 at 9:24 AM PT by Yasmina Flores

June 17, 2025

Twin Rivers Board Meeting Recording

(Flashdrive: "BM HCCS")

November 4, 2025

Twin Rivers Board Meeting Recording

(Flashdrive: "BM HCCS")

December 2, 2025

Twin Rivers Board Meeting Recording

(Flashdrive: "BM HCCS")

January 27, 2026

Twin Rivers Board Meeting Recording

(Flashdrive: "BM HCCS")

January 30, 2026

Twin Rivers Board Meeting Recording

(Flashdrive: "BM HCCS")

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:10:59 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 033 - 9880 Jackson Rd.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:03 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:27 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
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033 - 9880 Jackson Rd.pdf

LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
Bethany Slavic Missionary Church

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Bethany Slavic Missionary Church (hereinafter "Bethany Slavic Missionary Church") (HIGHLANDS and Bethany Slavic Missionary Church being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, Bethany Slavic Missionary Church is the owner of a certain real property located at 9880 Jackson Road, Sacramento, CA 95827 (the "Site" or "Premises");

WHEREAS, Bethany Slavic Missionary Church is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and Bethany Slavic Missionary Church desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of Bethany Slavic Missionary Church'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Bethany Slavic Missionary Church hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 460 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

033 - 9880 Jackson Rd.pdf

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to Bethany Slavic Missionary Church not less than three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Bethany Slavic Missionary Church'S shared use of the Site, if any. Bethany Slavic Missionary Church'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to Bethany Slavic Missionary Church. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and Bethany Slavic Missionary Church equipment thereon, shall revert to Bethany Slavic Missionary Church.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Bethany Slavic Missionary Church with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Bethany Slavic Missionary Church, if available. Bethany Slavic Missionary Church agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with Bethany Slavic Missionary Church further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

033 - 9880 Jackson Rd.pdf

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and Bethany Slavic Missionary Church agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) Bethany Slavic Missionary Church shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

Bethany Slavic Missionary Church agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.60 per square foot ($736.00 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 460 square feet.

HIGHLANDS agrees to reimburse the cost of janitorial at $400.00 a month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

Highlands agrees to reimburse the cost of security at $300.00 a month.

Highlands agrees to pay a security deposit of $1,500.00 (refundable) at the execution of the contract.

3. Maintenance and Operations.

A. Bethany Slavic Missionary Church Obligations. Bethany Slavic Missionary Church shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. Bethany Slavic Missionary Church'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

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B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Bethany Slavic Missionary Church to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Bethany Slavic Missionary Church directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Bethany Slavic Missionary Church'S property. Bethany Slavic Missionary Church reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65);

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and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Bethany Slavic Missionary Church and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Bethany Slavic Missionary Church or HIGHLANDS to any liability therefor. In addition, Bethany Slavic Missionary Church may condition its consent to any Reportable Use upon receiving such additional assurances as Bethany Slavic Missionary Church reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform Bethany Slavic Missionary Church. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to

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by Bethany Slavic Missionary Church, HIGHLANDS shall immediately give written notice of such fact to Bethany Slavic Missionary Church, and provide Bethany Slavic Missionary Church with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold Bethany Slavic Missionary Church and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. Bethany Slavic Missionary Church Indemnification. Bethany Slavic Missionary Church shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of Bethany Slavic Missionary Church. No termination, cancellation or release agreement entered into by Bethany Slavic Missionary

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Church and HIGHLANDS shall release Bethany Slavic Missionary Church from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify Bethany Slavic Missionary Church and Bethany Slavic Missionary Church shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to Bethany Slavic Missionary Church if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Bethany Slavic Missionary Church'S prior written consent. Bethany Slavic Missionary Church approval of any improvements, including the work schedule, work hours, and modifications, shall be at Bethany Slavic Missionary Church'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Bethany Slavic Missionary Church'S construction requirements. The construction or installation of

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improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Bethany Slavic Missionary Church or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and Bethany Slavic Missionary Church may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Bethany Slavic Missionary Church requires the cessation of work, Bethany Slavic Missionary Church and HIGHLANDS will immediately meet to address Bethany Slavic Missionary Church'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. Bethany Slavic Missionary Church shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all

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licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Bethany Slavic Missionary Church and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Bethany Slavic Missionary Church reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Bethany Slavic Missionary Church, and shall remain in procession of Bethany Slavic Missionary Church at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Bethany Slavic Missionary Church in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. Bethany Slavic Missionary Church and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

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B. Waiver of Subrogation. Without affecting any other rights or remedies, Bethany Slavic Missionary Church and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Bethany Slavic Missionary Church or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

Bethany Slavic Missionary Church'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Bethany Slavic Missionary Church shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Bethany Slavic Missionary Church's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Bethany Slavic Missionary Church, in or about the site; Bethany Slavic Missionary Church's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Bethany Slavic Missionary Church, HIGHLANDS, shall indemnify, hold harmless, and defend Bethany Slavic Missionary Church, its trustees, officers, employees and agents against any and all claims, demands,

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actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Bethany Slavic Missionary Church, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Bethany Slavic Missionary Church from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Bethany Slavic Missionary Church and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. No religious symbols are allowed to be in the classrooms.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of Bethany Slavic Missionary Church. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of Bethany Slavic Missionary Church.

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15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit Bethany Slavic Missionary Church, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Bethany Slavic Missionary Church to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. Bethany Slavic Missionary Church shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and Bethany Slavic Missionary Church shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to Bethany Slavic Missionary Church, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards

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HIGHLAND'S rent payable under this Lease. Bethany Slavic Missionary Church shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Bethany Slavic Missionary Church located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

Bethany Slavic Missionary Church: Bethany Slavic Missionary Church
9880 Jackson Road
Sacramento, CA 95827

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/25/2024

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 10/23/2024

Bethany Church Administration

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of Room B2 on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.

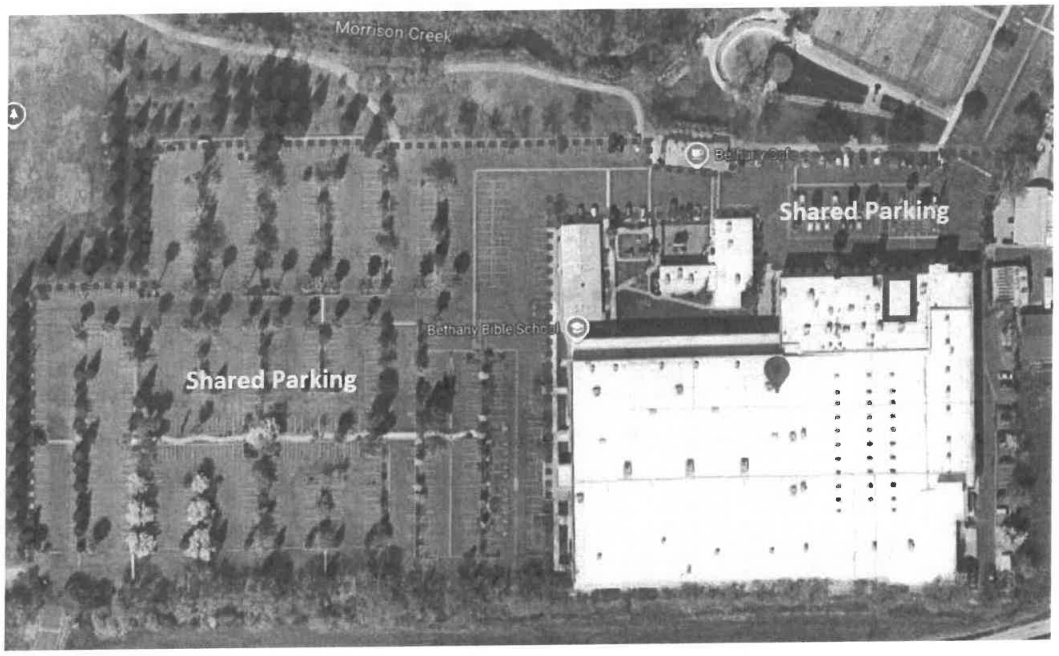

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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.

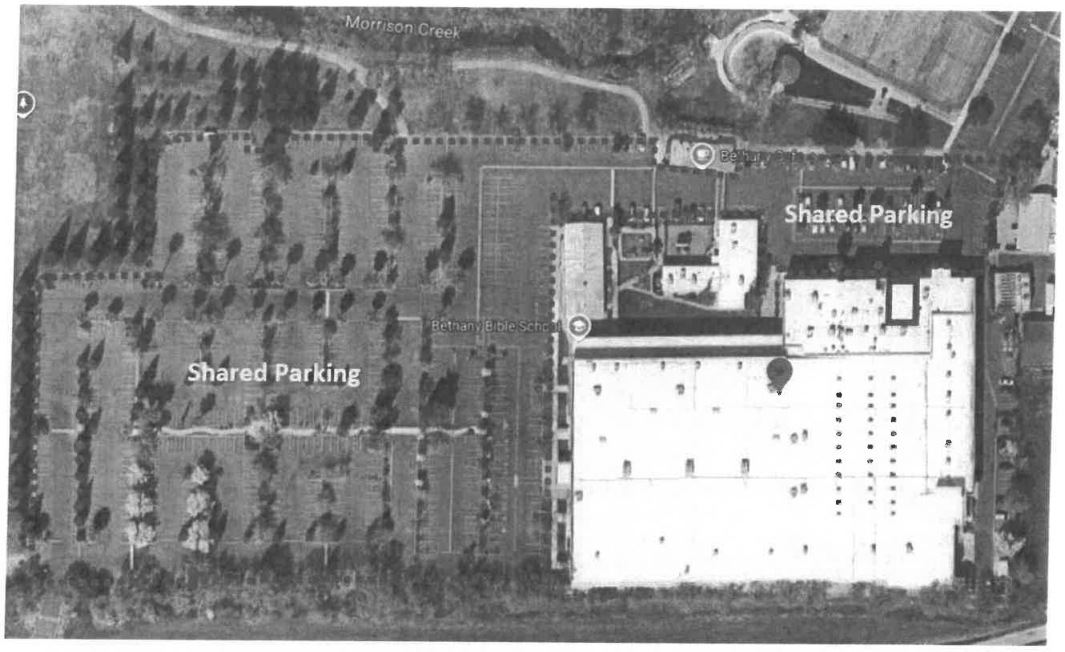

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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Bethany Slavic Missionary Church'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. Bethany Slavic Missionary Church shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and Bethany Slavic Missionary Church shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
BETHANY SLAVIC MISSIONARY CHURCH

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of February, 2018 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Bethany Slavic Missionary Church, a non-profit community based organization organized and existing under the laws of the State of California (hereinafter "BETHANY").

I. RECITALS

WHEREAS, BETHANY is the owner of a certain real property and its main facilities are located at 9880 Jackson Road, Sacramento, CA 95827.

WHEREAS, HIGHLANDS and BETHANY desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of BETHANY's site during the 2017-18 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and BETHANY hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and BETHANY agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site.

BETHANY hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the site for the sole purpose of operating an English

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Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the site shall comply with all BETHANY policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

Office space

A. Term. HIGHLANDS' use of the site shall be for the 2017-18 school years commencing on February 1, 2018 and terminating on June 30, 2018. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with BETHANY's shared use of the site, if any. BETHANY's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to BETHANY. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and BETHANY's equipment thereon, shall revert to BETHANY.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide BETHANY with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from BETHANY, if available. Upon completion of equipment conducted by BETHANY, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

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F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and BETHANY agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) BETHANY shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

BETHANY agrees to provide space to HIGHLANDS as described in section 2 at no charge until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2018.

4. Instruction.

All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of BETHANY; BETHANY will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space at 9880 Jackson Road, Sacramento, CA 95827.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires BETHANY to perform emergency or major maintenance and repairs, HIGHLANDS shall notify BETHANY directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to BETHANY property. BETHANY reserves the right to implement a process for submission of maintenance /repair requests.

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6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without BETHANY' prior written consent. BETHANY approval of any improvements, including the work schedule, work hours, and modifications, shall be at Saint reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with BETHANY's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. BETHANY or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and BETHANY may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event BETHANY requires the cessation of work, BETHANY and HIGHLANDS will immediately meet to address BETHANY concerns. No construction or installation will resume until BETHANY's concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than February 1, 2017.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so

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long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. BETHANY shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of BETHANY and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, BETHANY reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by BETHANY, and shall remain in procession of BETHANY at all times.

11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to BETHANY in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

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12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. BETHANY's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, BETHANY, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the BETHANY's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by BETHANY, in or about the site; BETHANY's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of BETHANY, HIGHLANDS, shall indemnify, hold harmless, and defend BETHANY, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against BETHANY, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, BETHANY from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done,

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permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend BETHANY and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and BETHANY will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and BETHANY.

16. Access to Inspection.

HIGHLANDS shall permit BETHANY, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit BETHANY to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting BETHANY' oversight obligations. BETHANY shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

BETHANY shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of BETHANY located at the site or used by HIGHLANDS.

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19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

BETHANY: Adam Bondaruk
Bethany Slavic Missionary Church
9880 Jackson Road
Sacramento, CA 95827.
Attention: Senior Pastor

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written,

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between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

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29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and BETHANY regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the BETHANY' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

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IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 2/27/18

Murdock Smith, Executive Director
Highlands Community Charter School

By: Adam Bondaruk Date: 02.13.18

Adam Bondaruk
Bethany Slavic Missionary Church

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:11:35 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 026 - 730 S Street.pdf 027 - 1120 Fulton Ave #F.pdf 028 - 4545 College Oak Dr.pdf

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Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

CONFIDENTIALITY NOTICE: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender by reply e-mail or telephone at (916) 646-1400 and delete the transmission. Thank you.

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:02 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:24 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590

–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
SACRAMENTO AREA LEAGUE OF ASSOCIATED MUSLIMS

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of September, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and SALAM (hereinafter "SALAM") (HIGHLANDS and SALAM being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, SALAM is the owner of a certain real property located at 4541 College Oak Drive, Sacramento, CA 95841 (the "Site" or "Premises");

WHEREAS, SALAM is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and SALAM desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of SALAM'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and SALAM hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 17,143 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on September 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to SALAM not less than three (3)

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months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with SALAM'S shared use of the Site, if any. SALAM'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to SALAM. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and SALAM equipment thereon, shall revert to SALAM.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide SALAM with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from SALAM, if available. SALAM agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with SALAM further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and SALAM agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) SALAM shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

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2. Facilities Use.

SALAM agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.44 per square foot ($24,685.92 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 17,143 square feet.

HIGHLANDS agrees to reimburse the cost of janitorial at $7,317.00 a month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

Highlands agrees to pay $350.00 per month for playground use.

3. Maintenance and Operations.

A. SALAM Obligations. SALAM shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. SALAM'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires SALAM to perform emergency or major maintenance and repairs, HIGHLANDS shall notify SALAM directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to SALAM'S property. SALAM reserves the right to implement a process for submission of maintenance /repair requests.

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4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of SALAM and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the

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installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose SALAM or HIGHLANDS to any liability therefor. In addition, SALAM may condition its consent to any Reportable Use upon receiving such additional assurances as SALAM reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform SALAM. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by SALAM, HIGHLANDS shall immediately give written notice of such fact to SALAM, and provide SALAM with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the

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Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold SALAM and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. SALAM Indemnification. SALAM shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to September 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of SALAM. No termination, cancellation or release agreement entered into by SALAM and HIGHLANDS shall release SALAM from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify SALAM and SALAM shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to September 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to SALAM if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

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b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without SALAM'S prior written consent. SALAM approval of any improvements, including the work schedule, work hours, and modifications, shall be at SALAM'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with SALAM'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. SALAM or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and SALAM may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event SALAM requires the cessation of work, SALAM and HIGHLANDS will immediately meet to address SALAM'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than September 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. SALAM shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of SALAM and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, SALAM reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by SALAM, and shall remain in procession of SALAM at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to SALAM in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to

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the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. SALAM and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, SALAM and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against SALAM or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

SALAM'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, SALAM shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the SALAM's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by SALAM, in or about the site; SALAM's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of

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any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of SALAM, HIGHLANDS, shall indemnify, hold harmless, and defend SALAM, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against SALAM, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, SALAM from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend SALAM and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the

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property of SALAM. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of SALAM.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit SALAM, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit SALAM to enter upon the site for the purpose of inspecting site, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. SALAM shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and SALAM shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an

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annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to SALAM, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. SALAM shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of SALAM located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

SALAM: Omar MoheyEldin, Board Chairperson
Sacramento Area League of Associated Muslims
4545 College Oak Drive
Sacramento, CA 95841

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/24/2024

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 9/27/2024

Omar MoheyEldin, Board Chairperson
Sacramento Area League of Associated Muslims

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of Suite A and B on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. SALAM'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. SALAM shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and SALAM shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
SACRAMENTO AREA LEAGUE OF ASSOCIATED MUSLIMS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Sacramento Area League of Associated Muslims, a non-profit community based organization organized and existing under the laws of the State of California (hereinafter "SALAM").

I. RECITALS

WHEREAS, SALAM is the owner of a certain real property and its main facilities are located at 4541 College Oak Drive, Sacramento, CA 95841.

WHEREAS, HIGHLANDS and SALAM desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS use of SALAM Sites during the 2023-24 school year (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and SALAM hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and SALAM agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and SALAM while attending classes at SALAM.

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2. Use of the Site.

SALAM hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Sites for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all SALAM policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the Site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS's use of the Site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. This MOU may be renewed by written agreement of the Parties.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with SALAM shared use of the Site, if any. SALAM shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to SALAM. Upon the expiration of this MOU by its terms, the right to use and to occupy the Site and its facilities, and SALAM equipment thereon, shall revert to SALAM.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide SALAM with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from SALAM, if available. Upon completion of equipment conducted by SALAM, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

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F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and SALAM agree to conduct an inspection of the Site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the sited is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) SALAM shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

SALAM agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.40 per square foot. For the purposes of this provision the Facilities are deemed to constitute 17,143 square feet. Total monthly rent payment based on $1.40 square foot market rate shall be $24,000.

HIGHLANDS agrees to pay $350 a month for playground and $7,317 a month for janitorial services. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

HIGHLANDS will reimburse the cost of a community liaison at $6,000 a month.

4. Financial/Recordkeeping Obligations.

HIGHLANDS agrees to pay the monthly rent for the amounts stated in 3. *Facilities Use* above within ten (10) days from the beginning of each month.

5. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS' staff 10 school days prior to the 1st day of classes at the Site. Any and all staff teaching HIGLANDS students must meet with HIGHLANDS' Credentialing Specialist prior to classroom instruction to ensure proper credentialing is in place.

6. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of SALAM; SALAM will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space.

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A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires SALAM to perform emergency or major maintenance and repairs, HIGHLANDS shall notify SALAM directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to SALAM property. SALAM reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the Site or otherwise alter the Site without SALAM' prior written consent. SALAM approval of any improvements, including the work schedule, work hours, and modifications, shall be at Saint reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with SALAM construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. SALAM or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and SALAM may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the Site at risk of physical danger or compromise. In the event SALAM requires the cessation of work, SALAM and HIGHLANDS will immediately meet to address SALAM concerns. No construction or installation will resume until SALAM' concerns are adequately addressed.

8. Provision of Facilities.
The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

9. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided

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at the Site. HIGHLANDS recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

10. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the Site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. SALAM shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the Site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of SALAM and any governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, SALAM reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.

The Parties acknowledge that title to the Site and all improvements are held by SALAM, and shall remain in procession of SALAM at all times.

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12. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the Site and any and all improvements located thereon and deliver up to SALAM in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the Site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the Site.

13. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. SALAM insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, SALAM, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, HIGHLANDS from, or in connection with, the SALAM' use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by SALAM, in or about the Site; SALAM' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors,

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omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of SALAM, HIGHLANDS, shall indemnify, hold harmless, and defend SALAM, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against SALAM, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, SALAM from, or in connection with, the HIGHLANDS' use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the Site; HIGHLANDS' obligation to defend SALAM and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

15. Placement of Signs.

HIGHLANDS may display banners and/or signs at the Site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and SALAM will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and SALAM.

17. Access to Inspection.

HIGHLANDS shall permit SALAM, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit SALAM to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting SALAM'

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oversight obligations. SALAM shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

18. Termination.

This MOU may be terminated without further liability by either party upon prior written notice for the following:

A. By HIGHLANDS for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to SALAM.

B. By HIGHLANDS, upon mutual agreement between HIGHLANDS and SALAM, if the Site is so damaged, destroyed or otherwise impaired as to hinder HIGHLANDS' effective use of the premises for a charter school at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the HIGHLANDS' effective use of the premises for a charter school, SALAM will make a good faith effort to provide other SALAM facilities to HIGHLANDS, if available, but shall have no obligations to provide substitute facilities to HIGHLANDS.

C. By SALAM for a material failure by HIGHLANDS to observe or perform any of the provisions of this MOU where such failure shall continue for a period of thirty (30) days after notice thereof from SALAM to HIGHLANDS; provided, however, that if the nature of the HIGHLANDS' default is such that more than thirty (30) days are reasonably required for its cure, then HIGHLANDS shall not be deemed to be in default if HIGHLANDS commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By SALAM in the event HIGHLANDS files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of HIGHLANDS.

19. Taxes.

SALAM shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of SALAM located at the Site or used by HIGHLANDS.

20. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail,

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registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

SALAM: Dr. Metwalli Amer
Sacramento Area League of Associated Muslims
4545 College Oak Drive
Sacramento, CA 95841

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

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24. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.

In the event of any dispute between HIGHLANDS and SALAM regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the SALAM' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.12.2023

Murdock Smith, Executive Director
Highlands Community Charter School

By: Metwalli Amer Date: 10/12/2023

Dr. Metwalli Amer
Sacramento Area League of Associated Muslims

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FOURTH AMENDMENT TO LEASE AGREEMENT

THIS Fourth Amendment to Lease Agreement, is made this 30th day of June 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Our Lady of Guadalupe Parish property located at 730 S Street, Sacramento, California 95811, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 1, 2018, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, on or about June 1, 2019, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement; and

WHEREAS, Tenant has now requested to extend the term of the Lease and Landlord is amenable to such request;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term, wherein the shall be replaced in its entirety with following:

"The term of this Lease shall be for eleven years, commencing on July 1, 2017 and ending on June 30, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

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B. Paragraph 3.1 Base Rent, wherein the following shall be added to the end of said paragraph:

"For the period July 1, 2023 through June 30, 2024, Tenant shall pay to Landlord Base Rent of Two-Thousand, One-Hundred Dollars ($2,100.00) per month.

For the period July 1, 2024 through June 30, 2025, Tenant shall pay to Landlord Base Rent of Two -Thousand, Two-Hundred, and Five Dollars ($2,205.00) per month.

For the period July 1, 2025 through June 30, 2026, Tenant shall pay to Landlord Base Rent of Two -Thousand, Three-Hundred, and Fifteen Dollars ($2,315.00) per month.

For the period July 1, 2026 through June 30, 2027, Tenant shall pay to Landlord Base Rent of Two-Thousand, Four-Hundred, and Thirty-One Dollars ($2,431.00) per month.

For the period July 1, 2027 through June 30, 2028, Tenant shall pay to Landlord Base Rent of Two-Thousand, Five-Hundred, and Fifty-Three Dollars ($2,553.00) per month.

C. Paragraph 25 Janitorial, shall be replaced in its entirety with the following:

"Landlord shall be responsible for janitorial services to the Premises and Tenant shall reimburse Landlord for janitorial services in the amount of Six-Hundred and Ninety-Six Dollars ($696) per month."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Fourth Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish-Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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Pastor of Our Lady of Guadalupe Parish-
Sacramento, a Corporation sole

By: Rev. Juan Francisco Bracamontes,
Pastor/Incumbent

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THIRD AMENDMENT TO LEASE AGREEMENT

THIS Third Amendment to Lease Agreement, is made this 1st day of October 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Our Lady of Guadalupe Parish property located at 730 S Street, Sacramento, California 95811, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 1, 2018, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, on or about June 1, 2019, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement; and

WHEREAS, Tenant has now requested to extend the term of the Lease but reduce the number of rooms subject to this Lease, and Landlord is amenable to such changes;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Description of Premises, shall be replaced in its entirety with following:

> "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises that consist of the two (2) classrooms and one office located on the second floor of the Holy Angels Building; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 730 S Street, Sacramento, California 95811 (herein, the "Premises"). All other facilities at the Our Lady of Guadalupe Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

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B. Paragraph 2.0 Term, shall be replaced in its entirety with following:

"The term of this Lease shall be for six years, commencing on July 1, 2017 and ending on June 30, 2023. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2017 through August 31, 2018, Tenant shall pay to Landlord during the term of this Lease Base Rent of Three Thousand Dollars ($3,000.00) per month.

For the period September 1, 2018 through August 31, 2021, Tenant shall pay to Landlord during the term of this Lease Base Rent of Four Thousand, Seven Hundred and Fifty Dollars ($4,750.00) per month."

For the period September 1, 2021 through June 30, 2023, Tenant shall pay to Landlord during the term of this Lease Base Rent of Two-Thousand Dollars ($2,000.00) per month."

D. Paragraph 25 Janitorial, shall be replaced in its entirety with following:

"Landlord shall be responsible for janitorial services to the Premises and Tenant shall reimburse Landlord for janitorial services in the amount of Six-Hundred Dollars ($600) per month."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Third Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish-Sacramento, a corp. sole

Christopher Frazer

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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Pastor of Our Lady of Guadalupe Parish-
Sacramento, a Corporation sole

By: Rev. Juan Francisco Bracamontes,
Pastor/Incumbent

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First Amended Exhibit A

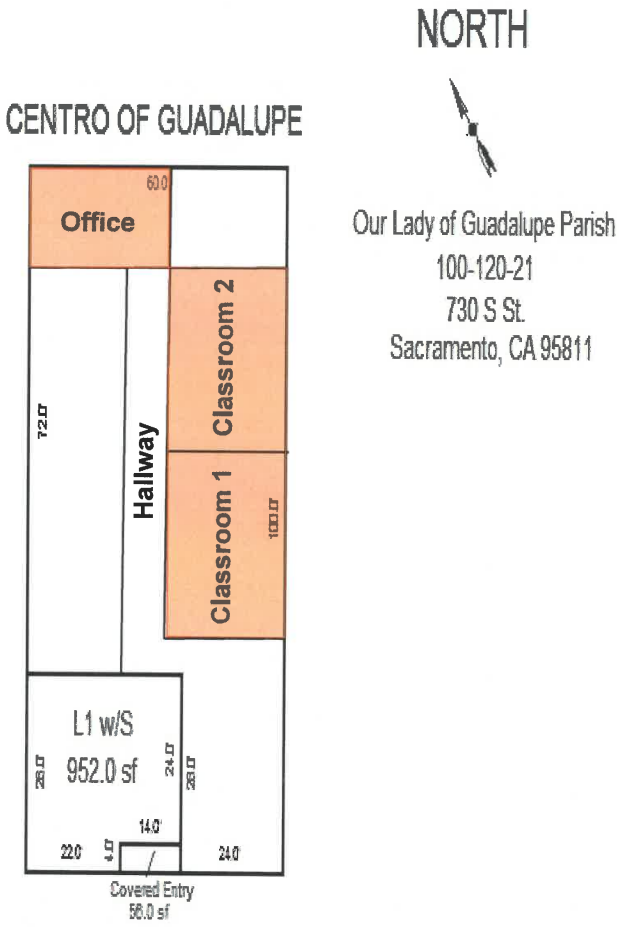

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
OUR LADY OF GUADALUPE PARISH

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2017 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Pastor of Our Lady of Guadalupe Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Date August 1, 2011 (hereinafter "OLOG").

I. RECITALS

WHEREAS, OLOG is the owner of a certain real property and its main facilities are located at 711 T Street, Sacramento, CA 95811.

WHEREAS, HIGHLANDS and OLOG desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of OLOG's site during the 2017-18 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and OLOG hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and OLOG agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS.

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2. Use of the Site.

OLOG hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the site shall comply with all OLOG policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

Office space

A. Term. HIGHLANDS' use of the site shall be for the 2017-18 school years commencing on July 1, 2017 and terminating on June 30, 2018. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with OLOG's shared use of the site, if any. OLOG's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to OLOG. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and OLOG's equipment thereon, shall revert to OLOG.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide OLOG with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from OLOG, if available. Upon completion of equipment conducted by OLOG, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with

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HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and OLOG agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) OLOG shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

OLOG agrees to provide space to HIGHLANDS as described in section 2 at a charge of $750 per month per classroom until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2018.

4. Financial/Recordkeeping Obligations.

HIGHLANDS will provide the cost of security and janitorial services. Monthly security services are not to exceed $2,280 and monthly janitorial services are not to exceed $2,000.

OLOG shall prepare a monthly invoice for the classroom use, janitorial and security services. This invoice shall be paid within 30 days of receipt and approval of invoice.

5. Instruction.

All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

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6. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of OLOG.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires OLOG to perform emergency or major maintenance and repairs, HIGHLANDS shall notify OLOG directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to OLOG property. OLOG reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without OLOG' prior written consent. OLOG approval of any improvements, including the work schedule, work hours, and modifications, shall be at reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with OLOG's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. OLOG or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and OLOG may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event OLOG requires the cessation of work, OLOG and HIGHLANDS will immediately meet to address OLOG concerns. No construction or installation will resume until OLOG's concerns are adequately addressed.

8. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2017.

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9. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

10. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. OLOG shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of OLOG and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, OLOG reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by OLOG, and shall remain in procession of OLOG at all times.

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12. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to OLOG in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

13. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. OLOG's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, OLOG, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the OLOG's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by OLOG, in or about the site; OLOG's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of OLOG, HIGHLANDS, shall indemnify, hold harmless, and defend OLOG, its trustees, officers, employees and agents against any and all claims, demands, actions, causes

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of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against OLOG, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, OLOG from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend OLOG and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

15. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and OLOG will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and OLOG.

17. Access to Inspection.

HIGHLANDS shall permit OLOG, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit OLOG to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting OLOG' oversight obligations. OLOG shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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18. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.

OLOG shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of OLOG located at the site or used by HIGHLANDS.

20. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

OLOG: Pastor Francisco Hernandez
Our Lady of Guadalupe Parish
1909 7th Street
Sacramento, CA 95691

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under

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this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

24. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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28. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.

In the event of any dispute between HIGHLANDS and OLOG regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the OLOG' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

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IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By:_____ Date: 7/1/17

Murdock Smith, Executive Director
Highlands Community Charter School

By: P. Francisco J. Hernández Date: 7/01/17

Pastor Francisco Hernandez
Our Lady of Guadalupe Parish

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kinecta
banking done different

Tenant Estoppel Certificate

To Kinecta Federal Credit Union, a Federal Credit Union, its successors and/or assigns (the "Lender"). The undersigned hereby certifies that as of the date of signature below:

Tenant Name and DBA:	Highland Community Charter School		
Landlord Name:	Azarnia LLC		
Site Address:	1120 Fulton Avenue	**Unit #**	F
City	Sacramento	**State & Zip**	CA 95825
Lease Date:	1-7-20	**Lease Start date:**	2-1-20
Lease Modification Date:	N/A Lease is M/M (no written agreement)	**Lease End Date:**	2-28-22
Security Deposit:	$ 1,860.00	**Unit Square Feet:**	1,200
Current Base Rent:	$ 1,934.40 **Per Month**	**Paid Through:**	March 2025
Property Taxes (if applicable):	$ inc below **Per Month**	**Paid Through:**	
Property Insurance (if applicable):	$ inc below **Per Month**	**Paid Through:**	
Operating, maint, repairs (if applicable):	$ 552.00 **Per Month**	**Paid Through:**	March 2025

Tenant has accepted possession of and is currently open for business. No one other than Landlord, Tenant and Tenant's employees occupies or has any right to occupy any part of the Leased Premises. Tenant's obligation to pay all rents and other payments required under the Lease have been satisfied. Tenant agrees that no such rents or other payments will in the future be paid, more than one (1) month in advance of their due date. Tenant is not entitled to any concession, rebate, allowance or free rent for any period after the date of this Tenant Estoppel Certificate.

The Lease is in full force and effect and is the only agreement between Landlord and Tenant relating in any way to the Leased Premises. The "Lease Ends" date shown above is the earliest date that the Lease expires or may be terminated, subject to any renewal or cancellation rights specified in the Lease. The undersigned does not have any option or right to renew or cancel the Lease and does not have the option to lease additional space except as specified in the Lease. The interest of the undersigned in the Lease has not been assigned or encumbered.

There is no existing default or claimed default by either Landlord or Tenant under the Lease. No event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default by either Landlord or Tenant under the Lease. Tenant has no existing defenses or offsets against Landlord's enforcement of the Lease.

Since the date of the Lease, there has been no material adverse change in the financial condition of Tenant. There are no actions, voluntary or otherwise, pending against Tenant or any of its general partners and/or principals under any bankruptcy, receivership, insolvency or similar laws of the United States or any state thereof.

To the best of Tenant's knowledge, its use, maintenance and operation of the Leased Premises complies with, and will at all times comply with, all applicable federal, state, county or local statutes, laws, rules and regulations of any governmental authorities relating to environmental, health or safety matters. Tenant does not and will not engage in any activity which would involve the use of the Leased Premises for the storage, generation, use, treatment, transportation or disposal of any chemical, material or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the other tenants and occupants of Landlord's property.

The agreements contained herein shall be binding and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of Lender and Tenant. The undersigned Tenant acknowledges that Lender will rely on this Estoppel Certificate in making a loan to Landlord.

Signature: Matthew Lemos Date: 4/8/25

Print Name: Matthew Lemos Title: CBO

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Amendment #1 to Lease

This Amendment to lease, made and entered into this 1st day of April, by and between AZARNIA, LLC, herein called "landlord", Highlands Community Charter School, herein called "tenant" operating a Charter School and other related services at Fulton Faire (1120 Fulton Avenue Suite F Sacramento CA 95825)

Recitals.

The parties hereto are parties to a lease dated, January 7th 2020, covering a certain premises in the City of Sacramento, county of Sacramento, State of California, located at 1120 Fulton Avenue Suite F more particularly described in said lease.

The parties wish to amend certain provisions of said lease as set forth: Now, therefore it is mutually agreed:

Effective Date.

The lease term is hereby extended for a period of three (3) years, commencing April 1st 2025 and expiring on March 31st 2028.

Base Rent. The base rent for the extended term shall be as follows.

April 1st 2025 - March 31st 2026 - $1,934.40 per month + NNN + HVAC Maintenance
April 1st 2026 - March 31st 2027 - $1,992.72 per month + NNN + HVAC Maintenance
April 1st 2027 - March 31st 2028 - $2,052.50 per month + NNN + HVAC Maintenance

*NNN and HVAC Maintenance costs are subject to annual review and may increase.

Entire Agreement. This addendum sets forth entire agreement between the parties with respect to the matters set forth herein. The provisions of this Addendum shall constitute agreements only to those items specifically referenced herein and shall not replace, alter, or void any other terms of the Lease not specifically addressed in this Addendum.

In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

Severance. If any provisions of this Addendum or the Lease shall be deemed to be illegal or unenforceable, such determination shall not affect any other provision of the

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Lease or this Addendum, and all such other provisions shall remain in full force and effect.

Successors and Assigns. If at any time Tenant transfers or assigns Tenants rights, title, and/or interest in and to the Lease or the Premises, the Termination right provided for herein shall be null and void.

Personal to Tenant. The terms provided for herein shall be personal to Tenant. Tenant acknowledges and agrees that the terms of this Addendum are special, valuable, and unique to this Addendum, and hereby agrees not to reveal or make available the terms of this Addendum to any individual or entity without the prior written consent of the Landlord.

Ratification. Except as set forth above, all other terms and conditions of the Lease and all Addendum thereto, are ratified, affirmed, and shall remain in full force and effect.

Counterparts. This Addendum may be executed in several counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Except as herein amended, said Lease shall remain in full force and effect.

Signage Changes. Tenant has requested and proposed additional and changed signage. This is tentatively approved by the owner so long as the tenant does not use a banner sign, pays for all expenses regarding the signage, and removes all signage when their tenancy is complete. This approval is contingent on the acceptance of the terms on this amendment. Owner recommends lighting up the signage so it can be seen at night as well.

In witness whereof, the parties hereto have duly executed this agreement on the dates as follows:

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LANDLORD:
AZARNIA, LLC, a California limited Liability company

By: Shahriar Azarfar
Name: Shahriar Azarfar

Date: 4/8/2025 | 2:18 PM PDT

By: Ali Tahamtanzadeh
Name: Ali Tahamtanzadeh

Date: 4/8/2025 | 2:20 PM PDT

TENANT:
Highlands Community Charter

By: Matthew Lemos
Name: Matthew Lemos

Date: 4/7/2025 | 9:25 AM PDT

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GQNorth

10018 Fair Oaks Blvd.
Fair Oaks, CA 95628

PHONE – 916.538.9442
FAX – 916.880.5566

May 13th, 2022

Highlands Community Charter School
1100 Fulton Ave Suite F
Sacramento, CA 95825

Re: Holdover

Dear Highlands Community Charter School,

In accordance with your lease, paragraph 20, your rent for the month of June 2022 shall be at a rate of $1,860.00 * 4% = $1,934.40 plus CAMs $552.00 + HVAC Maintenance $14.55.

Your lease expired February 28th, 2022, and I have reached out multiple times without a response.

Base Rent $1,860.00 x 4% = $1,934.40
+ NNN $552.00
+ HVAC Maintenance $14.55
$2,500.55 Due for June 2022

Please contact me if you have any questions.

Thank You,

Suzette Sneath

SVP - GQNorth Property Management
suzette@gqnorth.com
916-538-9442 x 705

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FUNDAMENTAL LEASE PROVISIONS

Landlord:	Azarnia, LLC
Tenant:	Highlands Community Charter School
Date:	January 7, 2020
Tenant Trade Name:	To Be Determined
Floor Area:	Suite F approximately ±1,200 SF. The square footage of the subject space shall be subject to final measurement. (Article 2)
Lease Term:	Two (2) Years and One (1) Month (Article 5)
Commencement Date:	February 1, 2020
Rental Commencement Date:	March 1, 2020
Minimum Rent:	$1.50 psf/mo, plus Triple Net (NNN)
Rent Schedule:	3% Increases to Base Rent as follows: Month(s) — Rate/Month/NNN 01 — $0.00, rent and NNN's abated 02 – 13 — $1,800.00, per month, NNN 14 – 25 — $1,860.00, per month, NNN
Utilities:	Upon the date of mutual lease execution, Tenant shall be responsible for payment of all separately metered utilities.
Option Term:	One (1) two (2) year option to extend at the then prevailing Fair Market Rental Rate (FMRR).
Condition of Premises:	Landlord shall deliver the space to Tenant with HVAC, electrical, and plumbing in good working order. Landlord shall warrant the HVAC for six (6) months from rent commencement. Landlord to replace carpet throughout the suite, upgrade electrical outlets as needed, and remove the front office (not both).
Tenant Improvements:	Tenant will accept the Premises in an "As-Is" condition. Tenant, at Tenant's sole cost and expense, shall further improve the Premises for use as a "Charter School." Tenant shall engage properly qualified and licensed personnel to complete building improvements, and all improvements shall comply with all laws and building codes.
Landlord TI Allowance:	None
First Month's Rent & NNN:	Due upon lease execution equal to $2,352.00 (NNN's estimated at $0.46/SF)
Security Deposit:	Due upon Lease Execution equal to $1,860.00.
Broker(s):	Landlord's and Tenant's Broker: TRI Commercial Real Estate Services, Inc.
Brokerage Fee:	Landlord shall pay a Brokerage Fee pursuant to the terms of the TRI Commercial Exclusive Authorization Agreement.

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SHOPPING CENTER LEASE

NAME OF CENTER: Fulton Faire Shopping Center (1100 Fulton Avenue, Sacramento, CA)

1. PARTIES.

This Lease, dated this 7th day of January 2020, made by and between Azarnia, LLC, herein called ("Landlord"), and Highlands Community Charter School, herein called ("Tenant").

2. PREMISES.

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises"), containing approximately ±1,200 square feet of floor area, known as Suite F. The location and dimensions of said Premises are delineated on Exhibit "A" attached hereto and incorporated by reference herein.

Said Premises are located in the City of Sacramento, County of Sacramento, State of California (95825).

This lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. USE.

Tenant shall use the Premises for a Charter School. Tenant shall have the right to use the existing furniture, fixtures, and equipment (FF&E) at their option and at no expense to Tenant during the term of the lease and any extension option thereafter.

4. MINIMUM RENT.

A. Tenant agrees to pay the Minimum Rent during the term for its use and occupancy of the Premises, **as set forth in the attached Fundamental Lease Provisions**. Tenant's obligation to pay minimum rent shall commence on the "Rental Commencement Date:" (see Fundamental Lease Provision) and shall be payable in advance on the first day of each calendar month of the Term without notice, setoff or deduction, in twelve (12) equal monthly installments during each year of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Minimum Rent for the partial month shall be prorated on a daily basis, based on a 30 day month. Tenant shall pay Landlord for the first installment of Minimum Annual Rent when Tenant executes this Lease.

B. **ADJUSTMENT OF MINIMUM MONTHLY RENT. See Minimum Rent Schedule on Page 1**. ~~The amount of Minimum Monthly Rent as set forth in Section 4A above shall be increased by 3% on each anniversary of the first day of the first calendar month of the term of this Lease during the term of this Lease if the United States Department of Labor Statistics Consumer Price Index increases over the base year period Index. The base period Index shall be the Index for the calendar month which is four (4) months prior to the month in which rental commences, thereafter, if the Minimum Monthly Rent is increased, the base period Index shall be the Index of the last Comparison Month resulting in an increase of the Minimum Monthly Rent. The base period Index shall be compared with the Index for the same calendar month for each subsequent year (Comparison Month). If the Index for any Comparison Month is higher than the base period Index, then the Minimum Monthly Rent for the next year shall be increased by the identical percentage commencing with the next rental commencement month. In no event (after the first year) shall the Minimum Monthly Rent be less than in the previous year.~~

~~Should the Bureau discontinue the publication of the Index, or publish the same less frequently, or alter the same in some other manner, then Landlord shall adopt a substitute procedure which reasonably reflects a similar consumer price index.~~

~~Index: The United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, Average, subgroup "All Items" (1982-84=100).~~

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5. TERM:

A. The Term of this Lease shall begin on the Commencement Date and shall continue thereafter for a period of Two (2) Years and One (1) Month following the Commencement Date.

B. ~~Commencement Date:~~

(i) The date Tenant initially opens for business in the Premises;

(ii) Days after substantial completion of Landlord's Work in the Premises (as defined in Exhibit "B" to the Lease), or when Tenant opens for business, whichever occurs first. The date of such substantial completion is the date the Premises are substantially complete to the extent of Landlord's Work, except for such work that Landlord cannot complete until Tenant performs necessary portions of Tenant's Work (as defined in Exhibit "B") or the date Tenant initially opens for business in the Premises. Substantial completion of Landlord's Work shall be evidenced by notice to Tenant from Landlord's architect or designated representative that substantial completion has occurred; or

☒ (iii) Upon delivery of space and completion of Landlord's work.

Tenant shall commence Tenant's Work promptly upon substantial completion of Landlord's Work and shall diligently complete Tenant's Work so that Tenant can promptly open for business in the Premises.

6. SECURITY DEPOSIT.

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a sum of One Thousand Eight Hundred Sixty and no/100ths ($1,860.00) dollars. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions related to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

7. ADDITIONAL CHARGES

~~A. Percentage Rent.~~

~~1. In addition the Minimum Rent to be paid by Tenant pursuant to Article 4, Tenant shall pay to Landlord at the time and in the manner herein specified, additional rent in an amount equal to percent (%) of the amount of Tenant's gross sales made in, upon or from the Premises during each calendar year of the Lease term, less the aggregate amount of the Minimum Rent previously paid by Tenant for said calendar year.~~

~~2. Within thirty (30) days after the end of each calendar month following commencement of rent, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total gross sales made in, upon, or from the Premises during the preceding calendar month, and shall accompany each such statement with a payment to Landlord equal to said hereinabove stated percentage of the total monthly gross sales made in, upon, or from the Premises during each calendar month, less the Minimum Rent for such prior calendar month if previously paid. Said statement and payment shall be made with the succeeding month's regular rental payment. Within thirty (30) days after the end of each calendar year of the term hereof, Tenant shall furnish to Landlord a statement in writing, certified to be correct,~~

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~~showing the total gross sales by month made in, upon, or from the Premises during the preceding calendar year, at which time an adjustment shall be made between Landlord and Tenant to the end that the total percentage rent paid for each such calendar year shall be a sum equal to said hereinabove stated percentage of the total gross sales made in, upon, or from the Premises during each calendar year of the term hereof, less the Minimum Rent pursuant to Article 4 for each such calendar year, if previously paid, so that the percentage rent, although payable monthly shall be computed and adjusted on an annual basis.~~

~~3. The term "gross sales" as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the Premises, whether upon credit or for cash, in every department operating in the Premises, whether operated by the Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any government, or any governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.~~

~~4. The Tenant shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash or credit, of each separate department, subtenant, and concessionaire operated at any time in the Premises. The Landlord and its agents and employees shall have the right at any and all times, during the regular business hours, to examine and inspect all of the books and records of the Tenant, including any sales tax reports pertaining to the business of the Tenant conducted in, upon or from the Premises, for the purpose of investigating and verifying the accuracy of any statement of gross sales. The Landlord may once in any calendar year cause an audit of the business of Tenant to be made by an accountant of Landlord's selection and if the statement of gross sales previously made to Landlord shall be found to be inaccurate, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of said percentage rent that should have been paid for the period or periods covered by such inaccurate statement or statements. Tenant shall keep all said records for three (3) years. If said audit shall disclose an inaccuracy in favor of Tenant of greater than a two (2%) percent error with respect to the amount of gross sales reported by Tenant for the period of said report, then the Tenant shall immediately pay to Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord. If such audit shall disclose any willful or substantial inaccuracies this Lease may thereupon be cancelled and terminated, at the option of the Landlord.~~

B. ADJUSTMENTS

1. In addition to the Minimum Rent provided in Article 4 hereinabove, and commencing at the same time as any rental commences under this Lease, Tenant shall pay to Landlord the following items, herein called Adjustments.

a. All real estate taxes and insurance premiums on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that Landlord deems necessary on the Premises. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the total floor area of the Shopping Center which is from time to time completed as of the first day of each calendar quarter, (provided, however, that if any tenants in said building or buildings pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their leases, their square footage shall not be deemed a part of the floor area).

b. That percent of the total cost of the following items as Tenant's total floor area bears to the total floor area of the Shopping Center which is from time to time completed as of the first day of each calendar quarter.

c. All real estate taxes including assessments, all insurance costs, and all costs to maintain, repair, and replace common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants of the Shopping Center.

d. All costs to supervise and administer said common areas, parking lots,

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sidewalks, driveways, and other areas used in common by the tenants or occupants of the Shopping Center. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Landlord to supervise and administer same in an amount equal to ten (10%) percent of the total costs of (c) above.

e. Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the premises or the parking facilities serving the premises.

2. Upon commencement of rental Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the following January and Tenant shall pay these Adjustments on a monthly basis concurrently with the payment of the Rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 1 of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Shopping Center for the prior calendar year the Tenant's allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which Tenant has made for the prior calendar year be less than the Tenant's actual share of such Adjustments then Tenant shall pay the difference in a lump sum within ten (10) days after receipt of such statement from Landlord and shall concurrently pay the difference in monthly payments made in the then calendar year and the amount of monthly payments which are then calculated as monthly Adjustments based on the prior years' experience. Any over-payment by Tenant shall be credited toward the monthly Adjustments next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with actual determination of such Adjustments after each calendar year as above provided; excepting that in any year in which resurfacing is contemplated, Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Even though the term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay sums as herein provided.

8. USES PROHIBITED.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

9. COMPLIANCE WITH LAW.

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgement of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

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10. ALTERATIONS AND ADDITIONS.

Tenant shall not make or allow to be made any alterations, additions or improvement to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvement to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall; forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises cause by such removal.

11. REPAIRS.

A. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, heating and air conditioning systems (when there is an air conditioning system). Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

B. Notwithstanding the provisions of Article 11A, hereinabove, Landlord shall repair and maintain the structural portions of the Buildings, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Article 25 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. **In the event that such repairs prevent Tenant from operating its business, rent shall be abated for the duration of said repair**. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

12. LIENS.

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1½) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of work.

13. ASSIGNMENT AND SUBLETTING.

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

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A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed FIVE HUNDRED AND NO/100THS ($500.00) DOLLARS, incurred in connection with the processing of documents necessary to giving of such consent.

14. HOLD HARMLESS.

Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with light, air, or for any latent defect in the Premises.

15. SUBROGATION.

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

16. TENANT'S INSURANCE OBLIGATIONS.

A. Tenant shall, at Tenant's sole cost and expense, commencing at the date Tenant is given access to the Premises for any purpose and during the entire term hereof, procure, pay for and keep in full force and effect:

1. Tenant's Liability Insurance. Comprehensive General Liability Insurance with respect to the Premises and the operations of, on or on behalf of Tenant in, on or about the Premises, including but not limited to; personal injury, product liability (if applicable), blanket contractual, owner's protective, broad form property damage liability coverage, host liquor liability and owned and non-owned automobile liability in an amount not less than ONE MILLION AND NO/100THS ($1,000,000.00) DOLLARS combined single limit. Such policy shall contain: (a) severability of interest; (b) cross liability; and (c) an endorsement stating "such insurance as is afforded by this policy for the benefit of the Landlord shall be primary pertaining to any liability or claims arising out of the occupancy of the Premises by Tenant, or out of Tenant's operations, and any insurance carried by Landlord shall be excess and noncontributory."

2. Tenant's Workers' Compensation Insurance. Workers' Compensation Coverage is required by law, together with employer liability coverage.

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3. Tenants Fire and Extended Coverage Insurance. Insurance against fire, vandalism, malicious mischief and such other additional perils as now are or are hereafter may be included in a standard "All Risk" coverage, insuring all improvements and betterments made to the Premises, Tenant's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property in an amount not less than one hundred (100%) percent of replacement value. Such insurance shall contain: (a) no coinsurance or contribution clauses; (b) a replacement cost endorsement; and (c) deductible amounts acceptable to Landlord.

4. Policy Requirements. All policies of insurance required to be carried by Tenant pursuant to these requirements shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required by Tenant hereunder may be furnished by Tenant under any blanket policy carried by it or under a separate policy of insurance. A true and exact copy of each paid up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to Landlord prior to the date Tenant is given the right to possession of the Premises and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Landlord may, at any time, and from time to time, inspect and/or copy any and all insurance policies required hereunder. In no event shall the limits of any policy be considered as limiting the liability of Tenant under this Lease.

Each policy evidencing insurance required to be carried by Tenant pursuant to these requirements shall contain, in form and substance satisfactory to Landlord: (a) a provision including Landlord and any other parties in interest designated by Landlord as an additional insured; (b) a waiver by Tenant's insurers of any right to subrogation against Landlord, its agents, employees and representatives which arises or might arise by any reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives; and (c) a provision that the insurer will not cancel or materially change the coverage provided by such policy without first giving Landlord thirty (30) days prior written notice.

5. Landlord's Rights. If Tenant fails to procure, maintain and/or pay for at the time and for the duration specified in this Lease, the insurance required hereunder or fails to carry insurance required by any governmental requirements, Landlord may, (but without any obligation to do so) without notice to Tenant, perform such obligations on behalf of Tenant, and the cost thereof together with interest thereon at the rate of three (3) points over the Bank of America Prime Rate at that time, shall immediately become due and payable as additional rent to Landlord.

17. UTILITIES.

Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service, and all other services and utilities supplied to the Premises, together with any taxes thereon. **If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.**

18. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

19. RULES AND REGULATIONS.

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

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20. HOLDING OVER.

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereto with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last Monthly Minimum Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

21. ENTRY BY LANDLORD.

Landlord reserves, and ~~shall at any and all times have~~ **upon reasonable notice or in cases of emergency**, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

22. TENANT'S DEFAULT.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

A. The vacating or abandonment of the Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after the due date.

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 22B, above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition, or reorganization, or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

23. REMEDIES IN DEFAULT.

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in his sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to

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Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

24. DEFAULT BY LANDLORD.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

25. RECONSTRUCTION.

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten (10%) percent or more of the full replacement cost then Landlord shall have the option; (a) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as hereinabove in this Article provided; or (b) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of said such termination. Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

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26. EMINENT DOMAIN.

If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at is option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25% of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this lease.

27. PARKING AND COMMON AREAS.

Landlord covenants that upon completion of the Shopping Center an area approximately equal to the common and parking areas as shown on the attached "Exhibit A" shall be at all times available for the non- exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas, provided, however, that anything to the contrary notwithstanding contained in this Article, said parking area or areas shall at all times be substantially equal or equivalent to that shown on the attached "Exhibit A".

A. Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause said common and parking area or areas to be graded, surfaced, marked and landscaped at no expense to Tenant.

B. The Landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Article 7 hereof.

C. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub- tenants, shall have the non-exclusive right in common with Landlord and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

D. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following; (1) The restricting of employee parking to a limited, designated area or areas; and (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

28. SIGNS.

The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive materials shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord.

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29. DISPLAYS.

The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

30. AUCTIONS.

Tenant shall not conduct or permit to be conducted any sale by auction in, upon, or from the Premises whether said auction is voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding.

31. HOURS OF BUSINESS.

Subject to the provisions of Article 25 hereof, Tenant shall continuously, during the entire term hereof, conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts, or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

In the event of breach by the Tenant of any of the conditions contained in this Article, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Minimum Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Minimum Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided; said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

Tenant's minimum hours of operation shall be Tuesdays through Fridays 4:00 p.m. to 8:30 p.m. and Saturdays 9:00 a.m. to 5:00 p.m.

32. MERCHANTS' ASSOCIATION.

~~If either Landlord or a majority of tenants in the Shopping Center determine at any time that it is in the best interests of the Shopping Center, Tenant will become a member of, participate fully in, and remain in good standing in a non-profit Merchants' Association (the "Association") formed and organized for tenants occupying premises in the Shopping Center, and Tenant will abide by the bylaws, rules and regulations of such Association. Landlord and each member tenant shall have one (1) vote in the operation of the Association. The articles of incorporation and bylaws of the Association shall be approved by a majority vote of the Association members and shall be subject to amendment as provided in by bylaws. The objectives of the Association shall be to encourage its members to deal fairly and courteously with their customers, to encourage ethical business practices, and to assist the business of the tenants by sales promotion and centerwide advertising. Tenant agrees to pay annual dues to the Association in an amount and at the time determined by a vote of the members of the Association from time to time. Default in payment of such dues shall be deemed a default in payment of Rent hereunder.~~

33. GENERAL PROVISIONS.

A. Plats and Riders. Clauses, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

B. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder

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by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

C. Joint Obligation. If there be more than one (1) Tenant, the obligations hereunder imposed shall be joint and several.

D. Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

E. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

F. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

G. Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

H. Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

I. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. **Accordingly, if any installment of rent or any such due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten (10%) percent of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder.** The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

J. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

K. Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

L. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

M. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

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N. Choice of Law. This Lease shall be governed by the laws of the State in which the Premises are located.

O. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

P. Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

Q. Subordination, Attornment. Upon request of the Landlord, Tenant will, in writing, subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

R. Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address herein below, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at: c/o Sallie Musso, Management Consulting Group
3080 Fair Oaks Blvd.
Sacramento, CA 95864

To Tenant at Store Address at: 1100 Fulton Ave, Suite F
Sacramento, CA 95825

S. Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as to modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed; and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the real property of which the Premises are a part.

T. Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

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34. BROKERS.

Tenant and Landlord represent and warrant to each other that the brokers named in the Fundamental Lease Provisions of this Lease are the only agents, brokers, finders or either parties with whom Tenant and Landlord has dealt who are or may be entitled to any commission or fee with respect to this Lease.

[X] Landlord and Tenant hereby acknowledge that TRI Commercial Real Estate Services, Inc. represents Landlord and Tenant, and Landlord and Tenant consent thereto.

35. EXCLUSIVE USE.

So long as Tenant is not in default of the terms and conditions of the Lease, Landlord agrees not to lease space in the portions of the Project owned by Landlord and during the term of the lease, including extensions thereto, to another Tenant whose primary (in excess of twenty-five (25%) of gross sales) business is as a Full Service Nail Salon.

36. ACCESSIBILITY; AMERICANS WITH DISABILITIES ACT.

(a) The Premises: (check one)

X Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for theCASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

___ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

___ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards. In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be incompliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

SEE YOUR ATTORNEY – THIS LEASE IS TO BE GIVEN TO YOUR ATTORNEY FOR REVIEW AND APPROVAL BEFORE YOU SIGN IT. BECAUSE EACH LEASE TRANSACTION IS UNIQUE, AN THE BUSINESS AND LEGAL CONCERNS OF EACH PARTY ARE UNIQUE, TRI COMMERCIAL REAL ESTATE SERVICES INC. CANNOT AND DOES NOT MAKE ANY REPRESENTATION OR RECOMMENDATION CONCERNING THE LEGAL EFFECT, LEGAL SUFFICIENCY, OR TAX CONSEQUENCES OF THIS LEASE. THESE ARE QUESTIONS FOR YOUR ATTORNEY AND FINANCIAL ADVISORS.

IN ANY REAL ESTATE TRANSACTION IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, INDUSTRIAL HYGIENIST OR OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.

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LANDLORD AND TENANT have signed this Lease on the dates set forth below.

Date: 1/13/2020

Landlord: Azarnia, LLC

By: DocuSigned by: Shahriar Azarfar
Shahriar Azarfar

By: DocuSigned by: Ali Tehrantanzadeh 1/13/2020
Ali Tehrantanzadeh

Date: 1/13/2020

Tenant: Highlands Community Charter School

By: DocuSigned by: Murdock Smith
Murdock Smith, Executive Director

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SHOPPING CENTER LEASE

LANDLORD: **Azarnia, LLC**
TENANT: **Highlands Community Charter School**

NAME OF CENTER/ADDRESS: **Fulton Faire Shopping Center** (1100 Fulton Ave, Sacramento, CA)

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TRI COMMERCIAL

IMPORTANT DISCLOSURES FOR SALE & LEASE TRANSACTIONS

532 Gibson Drive, Suite 200
Sacramento, CA 95678
DRE #00532032

Tel 916.677-8000
Fax 916.677-8199
www.tricommercial.com

IMPORTANT DISCLOSURES FOR SALE & LEASE TRANSACTIONS

As real estate agents, we strive to provide the highest level of professional service. We can offer valuable advice regarding the marketing of properties for sale or lease and the negotiation of successful transactions. There are, however aspects of a real estate transaction that require expertise not within the scope of our education and training. In order to fully protect your interests, we want you to know these important areas where the input of other professionals may be required.

Property Inspections by Buyers & Tenants. Buyers & tenants should have the Property inspected by experts of their choice to ensure that they are fully aware of the condition of the Property and to confirm that the Property is suitable for their intended use. Real estate agents are not qualified to provide advice on matters such as construction, design, engineering, soils, hazardous materials, energy usage or ADA compliance. Buyers & tenants also should determine, together with their legal counsel and other experts, whether any local laws or regulations (including those regarding zoning, permits, etc.) affect the intended use of the Property, as real estate agents are not qualified to evaluate such issues. Information regarding the Property has been obtained from third party sources believed to be reliable, but has not been independently verified by the real estate agents.

Hazardous Materials. Buyers & tenants should conduct appropriate inspections to determine whether any toxic or hazardous materials (e.g., asbestos, PCB transformers, hydrocarbons, mold or lead-based paint) are present on, underneath or adjacent to the Property. Real estate agents have no expertise in the detection or treatment of such materials. Sellers and landlords must disclose any information they may have regarding the presence of hazardous materials on or about the Property.

Americans with Disabilities Act (ADA). The ADA and similar state and local laws may require modifications to the Property in order to make it accessible to persons with disabilities. The parties should consult their respective attorneys and design professionals for information regarding these matters and how best to protect their interests.

Legal & Tax Consequences. Real estate transactions involve a variety of issues with legal and tax ramifications. Leases and purchase & sale agreements contain numerous provisions having potentially serious legal consequences. The parties are encouraged to consult with their own attorneys and financial professionals regarding such matters. Real estate agents are not qualified to provide legal or tax advice.

Wire Fraud Avoidance. Incidents have been reported where hackers intercept emails between buyers, sellers, escrow officers and/or real estate agents and substitute fraudulent wiring instructions. Never wire funds before calling escrow to confirm instructions. Use only a phone number previously provided in a separate communication, not a number included in the same message as wiring instructions. Confirmation and any questions should be communicated by phone, not reply email.

By: DocuSigned by: Murdock Smith E65F74F20BF3462... Date: 1/13/2020

Name Printed: Murdock Smith

By: DocuSigned by: Shone Azarfar 8E1CD2F9A54D469... DocuSigned by: AE0493E7842C4B3... Date: 1/13/2020 1/13/2020

Name Printed: Shone Azarfar
Ali Tahamtanzadeh

CORFAC International

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CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS
(As required by the Civil Code)

Subject Property Address: **1100 Fulton Ave, Sacramento, CA**

The following agency relationship(s) is/are hereby confirmed for this transaction:

LISTING AGENT: **TRI Commercial Real Estate Services, Inc.**
(Print Firm Name)

is the agent of (check one): ☐ the Seller/Landlord exclusively; or

☒ both the Buyer/Tenant and Seller/Landlord

SELLING AGENT: _____
(Print Firm Name)

is the agent of (check one): ☐ the Buyer/Tenant exclusively; or

☐ both the Buyer/Tenant and Seller/Landlord

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONFIRMATION.

DocuSigned by:
Seller/Landlord Shone Azarfar Date 1/13/2020
DocuSigned by:
8E1CD2F9A54D469...
Seller/Landlord _____ Date 1/13/2020
DocuSigned by:
AE0493E7842C4B3...
Buyer /Tenant Murdock Smith Date 1/13/2020
E65F74F20BF3462...
Buyer /Tenant _____ Date _____

Real Estate Broker (Listing Firm) **TRI Commercial Real Estate Services, Inc.**

By _____ Date _____
Brenda Miller, Lic #01159058

Real Estate Broker (Selling Firm) _____

By _____ Date _____

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller. To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer. To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant: DocuSigned by: Murdock Smith DocuSigned by: E65F74F20BF3462... Date 1/13/2020

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant: Shone Azarfar 8E1CD2F9A54D469... DocuSigned by: AE0493E7842C4B3... Date 1/13/2020

Agent TRI Commercial Real Estate Services, Inc. DRE Lic. # 00532032 Date 1/13/2020
Real Estate Broker (Firm)

By _____ DRE Lic. # 01159058 Date _____
Brenda Miller- Salesperson or Broker-Associates

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one form signed by Buyer/Tenant and either that same or a different form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller/Landlord may sign here:

_____ Seller/Landlord Date _____ Seller/Landlord Date

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (As Required by Civil Code)

CIVIL CODE SECTIONS 2079.13-2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. **(b)** "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. **(c)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. **(d)** "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. **(f)** "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. **(n)** "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(o)** "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). **(c)** Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this form.

2079.17 **(a)** As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; ☐ or both the buyer and seller.
(Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; or ☐ the seller exclusively; ☐ or both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any DREach of a fiduciary duty or a duty of disclosure.

Seller/Landlord initials: BS DS _____ **(PAGE 2 OF 2)** **Buyer/Tenant initials:** DS MS

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:11:19 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 034 - 8180 Industrial Pkwy.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:04 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:28 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
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w: hccts.org | "It's Never Too Late..."

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1st AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of October 11, 2022, by and between AFP Investment Partners, LLC, a Delaware Limited Liability Company ("Lessor") and Highlands Community Charter and Technical School, A California Corporation ("Lessee").

WHEREAS, on or about May 17, 2018 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 8180 Industrial Parkway, Sacramento, CA (the "Premises"), and

WHEREAS, Lessor and Lessee ☐ have ☑ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☑ TERM: The Expiration Date is hereby ☐ advanced ☑ extended to September 30, 2028.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☑ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows:
10/1/23-9/30/24: $13,560/mo+NNN
10/1/24-9/30/25: $13,968/mo+NNN
10/1/25-9/30/26: $14,385/mo+NNN
10/1/26-9/30/27: $14,817/mo+NNN
10/1/27-9/30/28: $15,261/mo+NNN.

☑ OTHER: 1.NNN. Tenant is responsible for Insurance. Taxes and estimated CAMS (NNN's). Pursuant to Paragraph 4.2 of the Lease. It is understood and agreed that Lessee will pay in addition to Base Rent, an estimate for "NNN's" of $985 per month.

2. Option to Extend: Tenant shall have one (1) Option to Extend the Lease term for 5 years at Fair Market Value

3. See Attached Rent Adjustments Addendum AKA Paragraph 68.

4. Security Deposit: Upon execution of a Lease the Security Deposit shall be increased to $15,261.00 upon signing of this Amendment. $15,261-$9,650 (original security deposit) = $5,611 shall be paid by Tenant.

5. TI by Lessor: The Lessor shall replace the existing 4 ton (south) roof mounted HVAC unit (R-32) with a new code compliant 3 ton unit prior to May 1, 2023. Lessee to provide spec on replacement unit. Landlord agrees to pay 50% of cost and manage installation. The other 50% of cost shall be amortized over 12 years at 8% per annum and added to base rent.

6. All other Terms and Conditions in the Lease dated 5/17/2018 to remain the same and in full force and effect.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

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By Lessor:
AFP Investment Partners, LLC, a Delaware Limited Liability Company

By: DocuSigned by: John Kohut 442CEG1696CD434...
Name Printed: John Kohut
Title: Manager
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

By Lessee:
Highlands Community Charter and Technical School, A California Corporation

By: DocuSigned by: doc smith 1F7EE4F4E7A6445...
Name Printed:
Title:
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
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Address:
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RENT ADJUSTMENT(S)
STANDARD LEASE ADDENDUM

Dated: May 17, 2018

By and Between

Lessor: AFP Investment Partners, LLC, a Delaware Limited Liability Company

Lessee: Highlands Community Charter and Technical School, A California Corporation

Property Address: 8180 Industrial Parkway, Sacramento, CA
(street address, city, state, zip)

Paragraph: 68

A. RENT ADJUSTMENTS

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below: (Check Method(s) to be Used and Fill in Appropriately)

☐ **I. Cost of Living Adjustment(s) (COLA)**

a. On (Fill in COLA Dates): _____ the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area): _____, All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the ☐ first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): _____. The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the Base Rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☑ **II. Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s): _____ the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☑ appraiser or ☑ broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but

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not be limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment, plus three percent (3%).

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new 'Base Month' for the purpose of calculating any further Adjustments.

3) Base rent shall be increased on the first anniversary of the commencement of the Extension Term and each anniversary thereafter by the greater of (i) MRV; or (ii) three percent (3%).

☐ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:

B. NOTICE

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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ADDENDUM TO
STANDARD INDUSTRIAL/COMMERCIAL
MULTI-TENANT LEASE - NET

This Addendum to Standard Industrial/Commercial Multi-Tenant Lease - Net (this "**Addendum**") is made and entered into as of May ____, 2018 (the "**Effective Date**"), by and between AFP INVESTMENT PARTNERS, LLC, a Delaware limited liability company ("**Lessor**") and HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, a California corporation ("**Lessee**"), with reference to that certain Standard Industrial/Commercial Multi-Tenant Lease - Net dated of even date herewith, by and between Lessor and Lessee (the "**Lease**").

The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Lease. To the extent that the provisions of this Addendum are inconsistent with the terms and conditions of the Lease, the terms of this Addendum shall prevail and control for all purposes.

Unless otherwise defined herein, all terms used in this Addendum and defined in the Lease shall have the same meaning as is ascribed to such terms in the Lease. Notwithstanding anything to the contrary contained herein, and notwithstanding that this Addendum may be referred to separate and apart from the Lease, this Addendum shall be deemed part of the "Lease" for all purposes.

51. Lease Commencement; Rent Abatement.

(a) The Lease will commence upon the current tenant vacating the Premises, which date shall be approximately sixty (60) days after the Effective Date (and the date that same has occurred shall be deemed the "**Commencement Date**"); provided, however, Lessor shall be permitted to postpone the Commencement Date by no more than a total of one hundred twenty (120) days after the Effective Date.

(b) Subject to the terms and conditions of this Paragraph, provided that Lessee is not then in monetary or material non-monetary default under this Lease beyond any applicable notice and cure periods, Lessee shall be credited (the "**Base Rent Credit**") with one hundred percent (100%) of the payment of Monthly Base Rent payable with respect to the Premises for the first three (3) months of the Term following the Commencement Date (the "**Abated Rent Period**"). No such Base Rent Credit shall reduce the amount of Lessee's Share of Common Area Operating Expenses or other amounts which are otherwise payable by Lessee under this Lease. Upon the occurrence of any uncured monetary or material non-monetary default under this Lease at any time prior to the expiration of the Abated Rent Period, Lessee shall no longer be entitled to the Base Rent Credit and Lessee shall pay Base Rent as and when the same would have become due and payable in the absence of such Base Rent Credit, and shall pay to Lessor the amount of the Base Rent Credit previously provided.

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52. Premises. The parties hereby agree that the rentable square footage of the Premises set forth in *Paragraph 1.2(a)* of the Lease shall be conclusive and binding on the parties.

53. Condition. Notwithstanding anything to the contrary set forth in *Paragraph 2.2* of the Lease, Lessor and Lessee hereby agree that Lessor makes no representation or warranty regarding the suitability of the existing utility services and systems for Lessee's proposed use. Without limiting the warranty set forth in *Paragraph 2.2* as to the existing systems in the Premises, Lessee hereby agrees and warrants that it has investigated and inspected the condition of the Premises and Project and the suitability of same for Lessee's purposes, and Lessee does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises or the Project or the suitability of same for Lessee's purposes. Without limiting the generality of the foregoing, Lessee acknowledges that Lessor has not made any representations or warranties with respect to the suitability of the Premises for Lessee's uses. The taking of possession of the Premises by Lessee shall conclusively establish that the Premises and the Project were at such time in satisfactory condition. Lessee hereby waives Subsection 1 of Section 1932 and Sections 1941 and 1942 of the Civil Code of California or any successor provision of law.

54. Compliance. The first paragraph of *Paragraph 2.3* is deleted and replaced as follows:

"Lessor makes no representation or warranty that the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**"). NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:"

55. Operating Expenses.

(a) *Paragraph 4.2(a)* of the Lease is hereby modified by adding the following as *Paragraphs 4.2(a)(xi) and (xii)*:

> "(xi) the cost of capital expenditures incurred to effect economies of operation of, or stability of services to, the Building and/or Project, capital expenditures required by government regulations, laws, or ordinances, including, but not limited to the Americans with Disabilities Act, and costs incurred (capital or otherwise) on a regular recurring basis every three (3) or more years for certain maintenance projects (e.g., parking lot slurry coat or replacement of lobby and elevator cab carpeting)."

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"(xii) all other costs and expenses incurred by Lessor in connection with the ownership, operation, maintenance, repair and/or management of the Premises, Project, the Common Areas, and/or the Building, including, without limitation, property management fees."

(b) The following paragraph is hereby added as *Paragraph 4.2(g)* of the Lease:

"(g) The parties acknowledge and agree that although 'Common Area Operating Expenses' contains the phrase 'Common Area' in its title, the definition of Common Area Operating Expenses shall not be affected in any manner by the same, and accordingly, notwithstanding anything to the contrary contained in the Lease, the Common Area Operating Expenses shall include costs and expenses associated with parts of the Premises, Building and Project that are not part of the 'Common Area,' as such costs and expenses are set forth in the Lease."

(c) Notwithstanding any other provisions herein, the parties acknowledge and agree that certain Common Area Operating Expenses will be allocated based on the portion of property allocated to Lessee for Lessee's use, and certain of the Common Area Operating Expenses will be allocated based on Lessee's use. Specifically, the Premises (including the designated parking area) is on land measuring approximately 66,000 square feet. Such land is part of a larger parcel measuring approximately 152,896 square feet (the "**Master Parcel**"), making Lessee's share Forty-Three and 17/100 percent (43.17%) ("**Lessee's Land Share**"). Lessee shall be responsible for Lessee's Land Share of Common Area Operating Expenses for the Master Parcel (including the Premises) attributable to (i) landscaping, (ii) general maintenance, and (iii) general property management. With respect to the real property tax bills for the Master Parcel, Lessee shall be responsible for (x) Lessee's Land Share of real property taxes and assessments related to the assessed land value, and (y) one hundred percent (100%) of real property taxes and assessments related to the assessed improvement value. Lessee shall be responsible for one hundred percent (100%) of all costs for Lessor-obtained property and liability insurance (including any additional premiums attributable to Lessee's specific use of the Premises). As of the date hereof, the estimated monthly installment of Common Area Operating Expenses shall initially be $0.17 per rentable square foot, which shall be payable at the same time as each installment of Base Rent. Lessor shall have the right to adjust such estimate as Lessor shall reasonably determine from time to time.

56. Security Deposit. The following is hereby added to the end of *Paragraph 5* of the Lease: "Lessee may not use any portion of the security deposit to satisfy any of Lessee's rental obligations hereunder, including the last month's rental payment. Failure of Lessee to pay any Rent or other charges when due constitutes a material breach of this Lease for which Lessor may re-enter and take possession of the Premises in accordance with law, notwithstanding the fact that Lessor may have possession of a security deposit. Lessee hereby waives the provisions of Section 1950.7 of the California Civil Code and all other provisions of law, now or hereafter in effect, which provide that Lessor may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Lessee or to clean the Premises, it being agreed that Lessor may, in addition, claim those sums

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specified in this Paragraph 5 above and/or those sums reasonably necessary to compensate Lessor for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Lessee or any officer, employee, agent, contractor or invitee of Lessee."

57. Hazardous Substances. The following paragraph is hereby added as *Paragraph 6.2(h)* of the Lease:

"(h) Lessor and Lessee acknowledge that Lessor may become legally liable for the costs of complying with Applicable Requirements relating to Hazardous Substances which are not the responsibility of Lessor or the responsibility of Lessee, including the following: (i) Hazardous Substances present in the soil or ground water on the Building of which Lessor has no knowledge as of the effective date of this Lease; (ii) a change in laws which relate to Hazardous Substances which make that Hazardous Substances which is present at the Building as of the effective date of this Lease, whether known or unknown to Lessor, a violation of such new laws; (iii) Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move on to, or under the Building after the effective date of this Lease; or (iv) Hazardous Substances present on or under the Building as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the Building by other lessees of the Building or their agents, employees, contractors, or invitees, or by others. Accordingly, Lessor and Lessee agree that the cost of complying with laws relating to Hazardous Substances at the Building for which Lessor is legally liable and which are paid or incurred by Lessor shall be a Common Area Operating Expense (and Lessee shall pay Lessee's Share thereof in accordance with *Paragraph 4.2* of the Lease), unless the cost of such compliance as between Lessor and Lessee is made the responsibility of Lessee pursuant to *Paragraph 6.2* of the Lease. To the extent any such Common Area Operating Expense relating to Hazardous Substances is subsequently recovered or reimbursed through insurance or recovery from responsible third parties or other action, Lessee shall be entitled to a proportionate reimbursement to the extent it has paid its share of such Common Area Operating Expenses to which such recovery or reimbursement relates."

58. Alterations. The following paragraph is hereby added to the end of *Paragraph 7.3(b)* of the Lease:

"Notwithstanding anything to the contrary contained herein, Lessor may withhold its consent in Lessor's sole and absolute discretion with respect to any proposed Alterations or Utility Installations that affect any structural or exterior elements of the Premises, the roof or any Building systems."

59. Insurance; Subrogation. *Paragraphs 8.1 through 8.6* of the Lease are hereby deleted in in their entirety and replaced as follows:

"8.1 Lessor's Insurance. Lessor shall maintain insurance covering the Project and Lessor's ownership and operation thereof in such types and amounts as it deems necessary or desirable in its sole discretion, which may include, without limitation, liability, property damage and/or loss of rental income coverage. Such insurance shall be for the sole benefit of Lessor and under its sole control. The premiums (and any deductibles) for any such insurance shall be included in Common Area Operating Expenses.

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8.2 Lessee's Insurance Obligations. Lessee agrees that at all times Lessee shall carry and maintain, at its sole cost and expense, the following types, amounts and forms of insurance:

(a) General Liability Insurance. A broad form comprehensive general liability or commercial general liability policy covering property damage, personal injury, advertising injury and bodily injury, and including blanket contractual liability coverage for obligations under this Lease, covering the Project in an amount of not less than $1,000,000 per occurrence. Such policy shall be in the occurrence form with a per location general aggregate. Each policy shall name Lessor and any management agent from time to time designated by Lessor and any lender of Lessor as additional insureds, and shall provide that any coverage to additional insureds shall be primary; when any policy issued to Lessor provides duplicate coverage or is similar in coverage, Lessor's policy will be excess over Lessee's policies. No deductibles in excess of Five Thousand Dollars ($5,000) per occurrence shall be permitted. Lessee shall pay any deductibles. The amounts of such insurance required hereunder shall be subject to adjustment from time to time as reasonably required by Lessor.

(b) Property Insurance. An all risk policy or policies, including the Boiler and Machinery Perils and the Special Causes of Loss form of coverage ("All Risks"), including vandalism and malicious mischief, theft, sprinkler leakage (including earthquake sprinkler leakage) and water damage coverage in an amount equal to the full replacement value, new without deduction for depreciation, on an agreed amount basis (no co-insurance requirement), of all trade fixtures, furniture and equipment in the Premises, and all alterations, additions and improvements to the Premises installed by or for Lessee or provided to Lessee. Such insurance shall also include business interruption and extra expense coverage for Lessee's operations and debris removal coverage for removal of property of Lessee and Lessee's agents, employees, licensees, invitees, customers and guests which may be damaged within the Premises. Such coverage shall name the Lessor and any management agent from time to time designated by Lessor and any lender of Lessor as additional insureds and/or loss payees as its interest may appear. No deductibles in excess of Five Thousand Dollars ($5,000) shall be permitted. Lessee shall pay any deductibles.

(c) Workers' Compensation Insurance. Workers' compensation insurance, including employers' liability coverage, shall comply with applicable California law. Such insurance shall include a waiver of subrogation in favor of Lessor, if available.

(d) Evidence of Coverage. All of the policies required to be obtained by Lessee pursuant to this *Paragraph 8.2* shall be with companies and in form satisfactory to Lessor. Each insurance company providing coverage shall have a current Best's Rating of "A-/X" or better. Upon notice from Lessor, Lessee shall add Lessor and any management agent from time to time designated by Lessor and any lender of Lessor as an additional insured or loss payee, as applicable. Lessee shall provide Lessor with certificates and copies of endorsements (and upon request, policies) of insurance acceptable to Lessor issued by each of the insurance companies issuing any of the policies required pursuant to the provisions of *Paragraph 8.2*. The insurance required by *Paragraph 8.2* shall provide that such insurance shall not be altered, canceled or non-renewed until after thirty (30) days' written notice to Lessor. "Claims made"

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policies shall not be permitted. Each policy shall permit the waiver in *Paragraph 8.3* below. Evidence of insurance coverage shall be furnished to Lessor concurrently with the execution of the Lease and thereafter not fewer than fifteen (15) days prior to the expiration date of any required policy. Lessee may satisfy its insurance obligations hereunder by carrying such insurance under a so called blanket policy or policies of insurance which are acceptable to Lessor. If Lessee fails to obtain any insurance required hereby or provide evidence thereof to Lessor, Lessor may, but shall not be obligated to, and Lessee hereby appoints Lessor as its agent to, procure such insurance and bill the cost of the insurance plus a twenty percent (20%) handling charge to Lessee. Lessee shall pay such costs to Lessor as additional rent with the next monthly payment of Base Rent.

8.3 Waivers of Subrogation. Lessor waives any and all rights of recovery against Lessee for or arising out of damage to, or destruction of the Building or the Premises to the extent that Lessor's insurance policies then in force insure against such damage or destruction and permit such waiver and only to the extent of insurance proceeds actually received by Lessor for such damage or destruction. Lessee waives any and all rights of recovery against Lessor for or arising out of damage to or destruction of any property of Lessee to the extent that Lessee's insurance policies then in force or the policies required by this Lease, whichever is broader, insure against such damage or destruction."

60. Assignment and Subletting. The following language is added at the end of *Paragraph 12.2(e)* of the Lease:

"Lessor may consider all factors relating to the proposed new lessee and the Premises, including, without limitation, the fact that any new lessee may only use the Premises for the same use as the original Lessee, the financial capacity and economic condition of the proposed new lessee, the lessee mix in the Project, any adverse impact on the business of existing tenants, wear and tear on facilities, comparable type and quality of business, conformity to the use provision in the Lease, hours of operation, business plan and qualified business reputation, credit, rent payment history and experience of the proposed new lessee. In addition, Lessor's consent shall be subject to and conditioned upon compliance with reasonable standards and conditions required by Lessor, including, without limitation:

(1) Lessor's receipt from Lessee, not less than ninety (90) days prior to any proposed transfer, of a written request for Lessor's consent which request shall set forth (i) the name of the proposed assignee or sublessee, (ii) the financial details and other terms of any proposed transfer, (iii) the type and history of the performance of the business of any proposed transferee and (iv) such bank, credit, tax returns, financial and other reasonable information concerning any proposed transferee as Lessor may require.

(2) Use of a form of document approved by Lessor.

(3) Payment to Lessor of one hundred percent (100%) of any amount by which the rent and other consideration paid or to be paid to Lessee as a result of any transfer under *Paragraph 12* exceeds the rent then payable by Lessee under this Lease (or, in the case of a

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sublease or other transfer of a portion of the Premises, in excess of the rent payable by Lessee on a square footage basis under this Lease)."

61. Breach by Lessor. The following is hereby added at the end of *Paragraph 13.6(a)* of the Lease:

"If Lessor shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Lessee's exclusive remedies shall be an action for specific performance or for actual damages. Lessee hereby waives the benefit of any laws granting it the right to perform Lessor's obligation, a lien upon the property of Lessor and/or upon rent due Lessor, or the right to terminate this lease or withhold rent on account of any Lessor default. Notwithstanding any contrary provision herein, Lessor shall not be liable under any circumstances for injury or damage to, or interference with, Lessee's (or any other party's) business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use or any other indirect, consequential or special damages, in each case, however occurring."

62. Estoppel Certificate. The following paragraph replaces *Paragraph 16(a)* of the Lease in its entirety:

"(a) Lessee (as the responding party to a request for an estoppel certificate, the "**Responding Party**") shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying the following information, (but not limited to the following information in the event further information is requested by Lessor): (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as modified, is in full force and effect); (b) the dates to which the rental and other charges are paid in advance, if any; (c) the amount of Lessee's security deposit, if any; and (d) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Lessor hereunder, or specifying such defaults, events or conditions, if any are claimed. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Premises, Building and/or Project. Lessee's failure to deliver such statement within such time shall constitute (i) an admission by Lessee that all statements contained therein are true and correct, and (ii) a Breach of this Lease. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead to execute any and all documents described in this *Paragraph 16(a)* if Lessee fails to do so within the specified time period."

63. No Right to Holdover. The following is hereby added to the end of *Paragraph 26* of the Lease:

"If Lessee fails to timely and properly surrender the Premises upon the expiration or earlier termination of this Lease, Lessee agrees to indemnify, defend and hold Lessor harmless from and against all costs, damages, liabilities, losses, expenses and claims suffered or incurred

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by such holdover, including damages and costs related to any successor tenant of the Premises to whom Lessor could not deliver possession of the Premises when promised."

64. Extension Option. The following paragraph replaces *Paragraph 39* of the Lease in its entirety:

"39. Option To Extend.

(a) Option. Lessee shall have one (1) option (the "**Renewal Option**") to extend the Term of this Lease, on all the provisions contained in this Lease, except as to the Base Rent, and there shall be no further options to extend. The Renewal Option shall be for an additional five (5)-year period (the "**Option Term**") following the expiration of the initial Term. If Lessee elects to exercise the Renewal Option, the Renewal Option shall be exercised by Lessee giving written notice of its exercise of the Renewal Option (the "**Option Notice**") to Lessor at least six (6) months, but not more than twelve (12) months, before the expiration of the initial Term. If the Option Notice is not sent currently during such six (6)-month period, the Renewal Option shall be null and void, and in no event shall Lessee have any right to extend the Term.

(b) Option Personal. The Renewal Option is personal to Lessee and may not be exercised or assigned, voluntarily or involuntarily, by, or to, any person or entity other than Lessee. The Renewal Option is not assignable separate and apart from this Lease. In the event that, at the time the Renewal Option is exercisable by Lessee, this Lease has been assigned, or a sublease exists, then such Renewal Option shall be deemed null and void and Lessee, any assignee, or any sublessee, shall not have the right to exercise the Renewal Option.

(c) Effect of Default on Renewal Option. Lessee shall have no right to exercise the Renewal Option, (a) if, at the time permitted for the exercise of the Renewal Option, a Lessee default has occurred under any of the provisions of this Lease, or (b) in the event that Lessor has given to Lessee two (2) or more notices of default under this Lease during the twelve (12)-month period prior to the time that Lessee intends to exercise the Renewal Option.

(d) Base Rent During the Option Term. Lessee shall pay to Lessor, as Base Rent for the Premises during the Option Term, the Fair Market Rental Rate (as hereinafter defined), but in no event less than the Base Rent payable by Lessee for the Premises in the Lease Year before the commencement of the applicable Option Term. "**Fair Market Rental Rate**" shall mean the rate being charged to nonrenewal tenants for comparable space in similar buildings for similar uses in the vicinity of the Property, taking into consideration the size, location, proposed term of the Option Term, and any other relevant terms and conditions but excluding any so-called "tenant concessions." The term "tenant concessions" shall include, without limitation, so-called free rent, tenant improvement allowances, lease takeovers, brokerage commissions, etc. All Rent payable during the Option Term shall be payable in the same manner and under the same terms and conditions as Rent is paid during the initial Term.

(e) Fair Market Rental Rate. Lessor shall determine the Fair Market Rental Rate by using its good faith judgment. Lessor shall use commercially reasonable efforts to provide written notice of such amount within thirty (30) days (but in no event later than sixty

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(60) days) after Lessee sends the Option Notice to Lessor exercising the Renewal Option for the Option Term. Lessee shall have fifteen (15) days ("**Lessee's Review Period**") after receipt of Lessor's notice of the new rental within which to accept such rental or to reasonably object thereto in writing. If Lessee objects, Lessor and Lessee shall attempt to agree upon such Fair Market Rental Rate, using their best good faith efforts. If Lessor and Lessee fail to reach agreement within fifteen (15) days following Lessee's Review Period (the "**Outside Agreement Date**"), then each party shall place in a separate sealed envelope their final proposal as to Fair Market Rental Rate and such determination shall be submitted to arbitration in accordance with subsections (i) through (iv) below. Failure of Lessee to so elect in writing within Lessee's Review Period shall conclusively be deemed its approval of the new rental determined by Lessor. In the event that Lessor fails to timely generate the initial written notice of Lessor's opinion of the Fair Market Rental Rate which triggers the negotiation period of this provision, then Lessee may commence such negotiations by providing the initial notice, in which event Lessor shall have fifteen (15) days ("**Lessor's Review Period**") after receipt of Lessee's notice of the new rental within which to accept such rental. In the event Lessor does not affirmatively in writing consent to Lessee's proposed rental, such proposed rental shall be deemed rejected and Lessor and Lessee shall attempt in good faith to agree upon such Fair Market Rental Rate, using their best good faith efforts. If Lessor and Lessee fail to reach agreement within fifteen (15) days following Lessor's Review Period (which shall be, in such event, the "**Outside Agreement Date**" in lieu of the above definition of such date), then each party shall place in a separate sealed envelope their final proposal as to Fair Market Rental Rate and such determination shall be submitted to arbitration in accordance with subsections (i) through (iv) below.

(i) Lessor and Lessee shall meet with each other within five (5) Business Days of the Outside Agreement Date and exchange the sealed envelopes and then open such envelopes in each other's presence. If Lessor and Lessee do not mutually agree upon the Fair Market Rental Rate within one (1) Business Day of the exchange and opening of envelopes, then, within ten (10) Business Days of the exchange and opening of envelopes Lessor and Lessee shall agree upon and jointly appoint a single arbitrator who shall by profession be a real estate broker who shall have been active over the ten (10) year period ending on the date of such appointment in the leasing of commercial properties in the vicinity of the Property. Neither Lessor nor Lessee shall consult with such broker as to his or her opinion as to Fair Market Rental Rate prior to the appointment. The determination of the arbitrator shall be limited solely to the issue of whether Lessor's or Lessee's submitted Fair Market Rental Rate for the Premises is the closer to the actual Fair Market Rental Rate for the Premises as determined by the arbitrator, taking into account the requirements of this Exhibit regarding same. Such arbitrator may hold such hearings and require such briefs as the arbitrator, in his or her sole discretion, determines is necessary.

(ii) The arbitrator shall, within thirty (30) days of his or her appointment, reach a decision as to whether the parties shall use Lessor's or Lessee's submitted Fair Market Rental Rate, and shall notify Lessor and Lessee thereof. The decision of the arbitrator shall be binding upon Lessor and Lessee, except as provided below.

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(iii) If Lessor and Lessee fail to agree upon and appoint an arbitrator, then the appointment of the arbitrator shall be made by the Presiding Judge of the Sacramento Superior Court, or, if he or she refuses to act, by any judge having jurisdiction over the parties.

(iv) The cost of arbitration shall be paid by Lessor and Lessee equally.

(f) Documentation. Lessor and Lessee shall execute and deliver appropriate documentation to evidence the renewal of the Lease and the terms and conditions of the Lease during the Option Term.

65. Inability to Perform. The following paragraph is hereby added to the Lease as *Paragraph 65*:

"65. Inability to Perform. This Lease and the obligations of Lessee hereunder shall not be affected or impaired because Lessor is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of any prevention, delay, stoppage due to strikes, lockouts, acts of God, or any other cause previously, or at such time, beyond the reasonable control or anticipation of Lessor (collectively, a "**Force Majeure**"), and Lessor's obligation under this Lease shall be forgiven and suspended by any such Force Majeure."

66. Survival of Obligations. The following paragraph is hereby added to the Lease as *Paragraph 66*:

"66. Survival of Obligations. Any obligations of Lessee occurring prior to the expiration or earlier termination of the Lease shall survive such expiration or earlier termination."

67. Rent Increase. The following paragraph is hereby added to the Lease as *Paragraph 67*:

"67. Base Rent Increase. Base Rent shall be increased on the first anniversary of the Commencement Date and on each anniversary during the Term thereafter by three percent (3%) per annum as reflected in the following Base Rent schedule:

Months of Term	Monthly Base Rent Per Square Foot	Monthly Base Rent
1-3	$1.93 (abated)	$9,650.00 (abated)
4-12	$1.93	$9,650.00
13-24	$1.99	$9,950.00
25-36	$2.05	$10,250.00
37-48	$2.11	$10,550.00
49-60	$2.17	$10,850.00"

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68. Confidentiality. The following paragraph is hereby added to the Lease as *Paragraph 68*:

"68. Confidentiality. Lessee acknowledges and agrees that as a material condition of this Lease, the negotiations preceding the execution of this Lease and the terms and conditions herein are confidential and are to remain strictly private to the fullest extent permitted by law. With the exception of Lessee's attorneys, accountants, tax preparers, insurers and/or lenders, and any governmental agency having jurisdiction or authority over Lessee or the Premises, Lessee shall not disclose, consent to the disclosure or otherwise disseminate the foregoing confidential information to any person or third party, including, but not limited to, any existing or prospective lessee or tenant at the Project, any real estate broker or to any other person or entity. The foregoing restriction shall survive the termination of this Lease for a period of five (5) years, and any violation of this provision shall constitute a material breach of this Lease.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

LESSOR:

AFP INVESTMENT PARTNERS, LLC,
a Delaware limited liability company

By: Kohut & Associates, LLC, a California limited liability company, Manager

By: _____
John M. Kohut
Manager

LESSEE:

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,
a California corporation

By: _____
EXECUTIVE DIRECTOR
MURDOCK SMITH

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COMMENCEMENT AGREEMENT

Landlord: AFP Investment Partners

Tenant: Highlands Community Charter and Technical Schools

Premises: 8180 Industrial Parkway, Sacramento, CA

For the Lease dated May 17, 2018 (the "Lease")

This is to certify the following:

1. That the Commencement Date of the Lease is July 1, 2018
2. That the Lease Term will expire on September 30, 2023.
3. First months rent shall be $9,650.00
4. First months CAM shall be $850.00

By Landlord:

AFP Investment Partners, LLC

By: _____
John Kohut - Manager

Date: 6-28-18

By Tenant:

Highlands Community Charter
And Technical Schools

By: _____

Date: 6-28-18

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AIRCRE

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only May 17, 2018, is made by and between AFP Investment Partners, LLC, a Delaware limited liability company ("**Lessor**") and Highlands Community Charter and Technical Schools ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state): 8180 Industrial Parkway ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the Premises and the "Project"): approximately 5,000 square foot ("SF") office building, together with approximately 66,000 SF of paved parking lot. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** N/A unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** Five (5) years and Three (3) months ("**Original Term**") commencing See Addendum ("**Commencement Date**") and ending See Addendum ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $9,650 per month ("**Base Rent**"), payable on the First (1st) day of each month commencing See Addendum. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 67.

1.6 **Lessee's Share of Common Area Operating Expenses:** ~~_____ percent (_____%) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.~~ See Addendum.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $9,650 for the period See Addendum.

(b) **Common Area Operating Expenses:** $851.31 for the period See Addendum.

(c) **Security Deposit:** $9,650 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $20,151.31.

1.8 **Agreed Use:** Adult Charter School for Truck Driver Training, Certification and Related Classroom Instruction. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction (check applicable boxes):

☑ Bill Niethammer (Kidder Mathews) represents Lessor exclusively ("**Lessor's Broker**");

☐ N/A represents Lessee exclusively ("**Lessee's Broker**"); or

☐ N/A represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers.** ~~Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.~~ Lessor shall be solely responsible to pay a commission to Lessor's Broker pursuant to a separate agreement. Lessee warrants and represents to Lessor that Lessee has had no dealings with respect to this transaction with any real estate brokers or agents other than Lessor's Broker. Lessee agrees to indemnify and hold harmless Lessor from and against any claims by third parties as a result of the acts Lessee, for real estate or brokerage commissions in connection with the transaction provided for herein, and all costs and expenses incurred by the indemnitee in connection therewith, including, but not limited to, reasonable attorneys' fees and costs.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 68;

☑ a site plan depicting the Premises;

☑ a site plan depicting the Project;

☐ a current set of the Rules and Regulations for the Project;

☐ a current set of the Rules and Regulations adopted by the owners' association;

☐ a Work Letter;

☐ other (specify): _____.

INITIALS

INITIALS

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2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) ~~6~~ 3 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**;" provided, however, Lessee shall be permitted to park up to three (3) semi trucks in the parking area. Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in

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Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas (other than light truck repair).

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways; provided that Lessor shall not unreasonably frustrate Lessee's uses permitted herein;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1. **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "**Common Area Operating Expenses**" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition , and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

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(bb) Exterior signs ~~and any tenant directories~~.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $100 ~~-$25~~ in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, ~~or any other legal use which is reasonably comparable thereto,~~ and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. ~~Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.~~

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose

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presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of

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written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of

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the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of

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renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees . If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such

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notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

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(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or

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property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is

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greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in

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confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their

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understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent.

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All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one

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and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☑ is ☐ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Los Angeles
On: May 17, 2018

By LESSOR:
AFP Investment Partners, LLC, a Delaware limited liability company

By: _____
Name Printed: John Kohut
Title: Manager of Kohut & Associates, LLC, Manager

_____
INITIALS

Executed at: Sacramento, California
On: May 17, 2018

By LESSEE:
Highlands Community Charter and Technical Schools

By: _____
Name Printed: Murdock Sinclair
Title: EXECUTIVE DIRECTOR
Phone: (916) 844-2283

_____
INITIALS

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Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker/Agent BRE License #: _____

Fax: (916) 436-8656
Email: murdock.smith@hccs.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker/Agent BRE License #: _____

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AIRCRE

ARBITRATION AGREEMENT
STANDARD LEASE ADDENDUM

Dated: May 17, 2018
By and Between
Lessor: AFP Investment Partners, LLC, a Delaware limited liability company
Lessee: Highlands Community Charter and Technical Schools
Property Address: 8180 Industrial Parkway
(street address, city, state, zip)

Paragraph: 50

A. **ARBITRATION OF DISPUTES:**

Except as provided in Paragraph B below, the Parties agree to resolve any and all claims, disputes or disagreements arising under this Lease, including, but not limited to any matter relating to Lessor's failure to approve an assignment, sublease or other transfer of Lessee's interest in the Lease under Paragraph 12 of this Lease, any other defaults by Lessor, or any defaults by Lessee by and through arbitration as provided below and irrevocably waive any and all rights to the contrary. The Parties agree to at all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and of no force or effect whatsoever.

B. **DISPUTES EXCLUDED FROM ARBITRATION:**

The following claims, disputes or disagreements under this Lease are expressly excluded from the arbitration procedures set forth herein: 1. Disputes for which a different resolution determination is specifically set forth in this Lease, 2. All claims by either party which (a) seek anything other than enforcement or determination of rights under this Lease, or (b) are primarily founded upon matters of fraud, willful misconduct, bad faith or any other allegations of tortious action, and seek the award of punitive or exemplary damages, 3. Claims relating to (a) Lessor's exercise of any unlawful detainer rights pursuant to applicable law or (b) rights or remedies used by Lessor to gain possession of the Premises or terminate Lessee's right of possession to the Premises, all of which disputes shall be resolved by suit filed in the applicable court of jurisdiction, the decision of which court shall be subject to appeal pursuant to applicable law 4. Any claim or dispute that is within the jurisdiction of the Small Claims Court and 5. All claims arising under Paragraph 39 of this Lease.

C. **APPOINTMENT OF AN ARBITRATOR:**

All disputes subject to this Arbitration Agreement, shall be determined by binding arbitration before: ☐ a retired judge of the applicable court of jurisdiction (e.g., the Superior Court of the State of California) affiliated with Judicial Arbitration & Mediation Services, Inc. ("JAMS"), ☑ the American Arbitration Association ("AAA") under its commercial arbitration rules, ☐ _____, or as may be otherwise mutually agreed by Lessor and Lessee (the "Arbitrator"). In the event that the parties elect to use an arbitrator other than one affiliated with JAMS or AAA then such arbitrator shall be obligated to comply with the Code of Ethics for Arbitrators in Commercial Disputes (see: http://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_003867). Such arbitration shall be initiated by the Parties, or either of them, within ten (10) days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. If the Parties have agreed to use JAMS they may agree on a retired judge from the JAMS panel. If they are unable to agree within ten days, JAMS will provide a list of three available judges and each party may strike one. The remaining judge (or if there are two, the one selected by JAMS) will serve as the Arbitrator. If the Parties have elected to utilize AAA or some other organization, the Arbitrator shall be selected in accordance with said organization's rules. In the event the Arbitrator is not selected as provided for above for any reason, the party initiating arbitration shall apply to the appropriate Court for the appointment of a qualified retired judge to act as the Arbitrator.

D. **ARBITRATION PROCEDURE:**

1. **PRE-HEARING ACTIONS**. The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator. The Arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties and third-party witnesses. This discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas and subpoenas duces tecum as provided for in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1282.6).

2. **THE DECISION**. The arbitration shall be conducted in the city or county within which the Premises are located at a reasonably convenient site. Any Party may be represented by counsel or other authorized representative. In rendering a decision(s), the Arbitrator shall determine the rights and obligations of the Parties according to the substantive laws and the terms and provisions of this Lease. The Arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences therefrom. The Arbitrator may make any determination and/or grant any remedy or relief that is just and equitable. The decision must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the decision as to each of the principal controverted issues. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the court of applicable jurisdiction, subject only to challenge on the grounds set forth in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1286.2). The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the court of appropriate jurisdiction pursuant to the provisions of this Lease. The Arbitrator may award costs, including without limitation, Arbitrator's fees and costs, attorneys' fees, and expert and witness costs, to the prevailing party, if any, as

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GUARANTY OF LEASE

WHEREAS, AFP Investment Partners, LLC, a Delaware limited liability company, hereinafter "Lessor", and Highlands Community Charter and Technical Schools, hereinafter "Lessee", are about to execute a document entitled "Lease" dated May 17, 2018 concerning the premises commonly known as (street address, city, state, zip) 8180 Industrial Parkway wherein Lessor will lease the premises to Lessee, and

WHEREAS, Name hereinafter "Guarantors" have a financial interest in Lessee, and

WHEREAS, Lessor would not execute the Lease if Guarantors did not execute and deliver to Lessor this Guaranty of Lease.

NOW THEREFORE, in consideration of the execution of said Lease by Lessor and as a material inducement to Lessor to execute said Lease, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Lessee of all rents and all other sums payable by Lessee under said Lease and the faithful and prompt performance by Lessee of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Lessee.

It is specifically agreed by Lessor and Guarantors that: (i) the terms of the foregoing Lease may be modified by agreement between Lessor and Lessee, or by a course of conduct, and (ii) said Lease may be assigned by Lessor or any assignee of Lessor without the consent of or notice to Guarantors and that this Guaranty shall guarantee the performance of said Lease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Lessor to enforce any of the rights or remedies of the Lessor under said Lease.

No notice of default by Lessee under the Lease need be given by Lessor to Guarantors, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Lessor may proceed immediately against Lessee and/or against Guarantors following any breach or default by Lessee or for the enforcement of any rights which Lessor may have as against Lessee under the terms of the Lease or at law or in equity.

Lessor shall have the right to proceed against Guarantors following any breach or default by Lessee under the Lease without first proceeding against Lessee and without previous notice to or demand upon either Lessee or Guarantors.

Guarantors hereby waive (a) notice of acceptance of this Guaranty. (b) demand of payment, presentation and protest, (c) all right to assert or plead any statute of limitations relating to this Guaranty or the Lease, (d) any right to require the Lessor to proceed against the Lessee or any other Guarantor or any other person or entity liable to Lessor, (e) any right to require Lessor to apply to any default any security deposit or other security it may hold under the Lease, (f) any right to require Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantors, (g) any right of subrogation that Guarantors may have against Lessee.

Guarantors do hereby subordinate all existing or future indebtedness of Lessee to Guarantors to the obligations owed to Lessor under the Lease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.

The obligations of Lessee under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantors to provide estoppel statements and financial statements to Lessor. The failure of the Guarantors to provide the same to Lessor shall constitute a default under the Lease.

The term "Lessor" refers to and means the Lessor named in the Lease and also Lessor's successors and assigns. So long as Lessor's interest in the Lease, the leased premises or the rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Lessor's interest shall affect the continuing obligation of Guarantors under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Lessee" refers to and means the Lessee named in the Lease and also Lessee's successors and assigns.

Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

No provision of this Guaranty or right of the Lessor can be waived, nor can the Guarantors be released from their obligations except in writing signed by the Lessor.

Any litigation concerning this Guaranty shall be initiated in a state court of competent jurisdiction in the county in which the leased premises are located and the Guarantors consent to the jurisdiction of such court. This Guaranty shall be governed by the laws of the State in which the leased premises are located and for the purposes of any rules regarding conflicts of law the parties shall be treated as if they were all residents or domiciles of such State.

In the event any action be brought by said Lessor against Guarantors hereunder to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to full reimburse all attorneys' fees reasonably incurred.

If any Guarantor is a corporation, partnership, or limited liability company, each individual executing this Guaranty on said entity's behalf represents and warrants that he or she is duly authorized to execute this Guaranty on behalf of such entity.

If this Form has been filled in, it has been prepared for submission to your attorney for his approval. No representation or recommendation is made BY AIR CRE, the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Form or the transaction relating thereto.

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determined by the Arbitrator in his discretion.

Whenever a matter which has been submitted to arbitration involves a dispute as to whether or not a particular act or omission (other than a failure to pay money) constitutes a Default, the time to commence or cease such action shall be tolled from the date that the Notice of Arbitration is served through and until the date the Arbitrator renders his or her decision. Provided, however, that this provision shall NOT apply in the event that the Arbitrator determines that the Arbitration Notice was prepared in bad faith.

Whenever a dispute arises between the Parties concerning whether or not the failure to make a payment of money constitutes a default, the service of an Arbitration Notice shall NOT toll the time period in which to pay the money. The Party allegedly obligated to pay the money may, however, elect to pay the money "under protest" by accompanying said payment with a written statement setting forth the reasons for such protest. If thereafter, the Arbitrator determines that the Party who received said money was not entitled to such payment, said money shall be promptly returned to the Party who paid such money under protest together with Interest thereon as defined in Paragraph 13.5. If a Party makes a payment "under protest" but no Notice of Arbitration is filed within thirty days, then such protest shall be deemed waived. (See also Paragraph 42 or 43)

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GUARANTORS
Name

By: _____
Name Printed: _____
Title: _____
Address: Name

Executed At: 1333 Grand Ave., Sacramento, CA
On: 5/17/18

By: _____
Name Printed: Michael K Smith
Title: EXECUTIVE DIRECTOR
Address: Name

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com
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From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:10:24 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 029 - 800 Todhunter.pdf 030 - 6270 Elder Creek Road (Inactive 06.28.24).pdf 30 Day Notice - 2325 E 12th Oakland 04.01.24.pdf 031 - 1111 Howe Ave Multiple Suites.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:03 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:26 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

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p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 7, 2024

Via Electronic Mail

Rejie Marie Baloyos
Asian Resources, Inc.
6270 Elder Creek Rd.
Sacramento, CA 95824

Ms. Baloyos,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2023 for the site located at 6270 Elder Creek Road, Sacramento, CA 95824. Pursuant to Section 17 of the MOU, we regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Friday, June 28, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at mayra.valdivia@hccts.org.

Thank you,

MAYRA VALDIVIA
Acting Executive Director
Highlands Community Charter School

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL AND
ASIAN RESOURCES, INC.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and the Asian Resources Inc., a non-profit community-based organization organized and existing under the laws of the State of California (hereinafter "ARI").

I. RECITALS

WHEREAS, ARI is located at 6270 Elder Creek Road, Sacramento, CA 95824. Classroom and office facilities to be utilized under the terms of this agreement are located at 6270 Elder Creek Road, Sacramento, CA 95824.

WHEREAS, HIGHLANDS and ARI desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of ARI's sites during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and ARI hereby agree as follows:

1. General Information.
   A. Both HIGHLANDS and ARI agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS.

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2. Use of the Site.

ARI hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/ or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the sites shall comply with all ARI policies and regulations and/ or practices applicable and maintaining all licenses and/ or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and

Staff Office space

A. Term. HIGHLANDS' use of the site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with ARI's shared use of the site, if any. ARI's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to ARI. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and ARI's equipment thereon, shall revert to ARI.

D. Drill Notice. In the event that HIGHLANDS' conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide ARI with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from ARI, if available. Upon completion of equipment conducted by ARI, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with

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HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and ARI agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) ARI shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Financial/Record Keeping Obligations.
HIGHLANDS shall pay a monthly payment for student attendance calculated at $7.75 per hour per day for each qualified and properly enrolled student who attends classes at ARI's location. ARI agrees to maintain attendance records utilizing PowerSchool student information system. Further, ARI shall assist and support HIGHLANDS in the administration of the California Student Assessment System (CASAS) and other assessments required, or necessary to monitor student progress.

ARI shall prepare a monthly invoice for the educational services provided. This invoice shall be compared to submitted attendance records submitted by ARI and paid within 30 days of receipt and approval of invoice.

4. Instruction
All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

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5. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of ARI; ARI will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space at the location.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires ARI to perform emergency or major maintenance and repairs, HIGHLANDS shall notify ARI directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard or prevent significant damage to ARI property. ARI reserves the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without ARI' prior written consent. ARI approval of any improvements, including the work schedule, work hours, and modifications, shall be at a reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with ARI's construction requirements. The construction or installation of improvements shall be performed in a sound and workman like manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. ARI or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and ARI may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event ARI requires the cessation of work, ARI and HIGHLANDS will immediately meet to address ARI concerns. No construction or installation will resume until ARI's concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

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8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. ARI shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of ARI and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, ARI reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by ARI and shall remain in procession of ARI at all times.

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11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to ARI in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. ARI's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, ARI, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the ARI's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by ARI, in or about the site; ARI's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of ARI, HIGHLANDS, shall indemnify, hold harmless, and defend ARI, its trustees, officers, employees and agents against any and all claims, demands, actions, causes

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of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgment rendered against ARI, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, ARI from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend ARI and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/ or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and ARI will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and ARI.

16. Access to Inspection.

HIGHLANDS shall permit ARI, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit ARI to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting ARI' oversight obligations. ARI shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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17. Termination.

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

ARI shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of ARI located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

ARI: Rejie Boloyos
Asian Resources, Inc
6270 Elder Creek Road
Sacramento, CA 95824

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under

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this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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27. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and ARI regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the ARI' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. if the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY CHARTER SCHOOL
A California Public Charter School

By _____ Date 10/12/23
Murdock Smith, Executive Director
Highlands Community Charter School

ASIAN RESOURCES, INC.
A California Non-Profit Corporation

By _____ Date 10/13/2023
Rejie Baloyos, Interim Executive Director
Asian Resources, Inc.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 1st, 2024

Via Electronic Mail

Kathy Chao Rothberg
Lao Family Community Development, Inc.
2325 East 12th Street
Oakland, CA 94601

Kathy Chao Rothberg,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2022. We regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Tuesday, April 30th, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at murdock.smith@hccts.org.

Thank you,

MURDOCK SMITH
Executive Director
Highlands Community Charter & Technical Schools

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TENANT SUB-LEASE AGREEMENT

(Highlands Community Charter School Sub-Lease)

This Tenant Sub-Lease Agreement (this "Lease") is made and entered into as of August 1, 2019, (the "Effective Date"), by and between Lao Family Community Development, a California nonprofit public benefit corporation ("Landlord"), and Highlands Community Charter School, a California public charter school, incorporated in California ("Tenant").

RECITALS

WHEREAS, the Landlord is the master tenant of that 30,000 square foot commercial building (the "Facility") located at 2325 East 12th Street, in the City of Oakland, County of Alameda, California (the "Property");

WHEREAS, the Landlord holds the Property pursuant to that certain Master Lease Agreement with Property owner San Antonio Neighborhood Resource Center LLC, a California limited liability company;

WHEREAS, the construction of the Facility was financed with loans through the federal new markets tax credit financing program (the "Loans") from CSCDC 9 LLC, a California limited liability company (the "Lender");

WHEREAS, the Facility rehabilitation was completed, and the Landlord received a Final Permit from the City of Oakland on 12-07-18 allowing re-occupation of the Facility and to operate the Facility as a community hub with primarily nonprofit program and office space, small business office space, a cultural center, classrooms, training rooms, workshop rooms, education, recreation, café, commercial kitchen, retail, and other ancillary uses;

WHEREAS, both the Landlord and Tenant intend to endeavor to operate the Property in a manner that qualifies pursuant to the new markets tax credits program (the "New Markets Tax Credits") under Section 45D of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), as a qualified active low-income community business; and

WHEREAS, after the rehabilitation of the Facility, the Landlord desires to sub-lease the Premises (as defined in Section 1a) to the Tenant, and the Tenant desires to sub-lease the Premises from the Landlord to operate classrooms during its 2019-2022 school years, and to permit the Tenant to operate at the Facility in compliance with the New Markets Tax Credits financing.

WHEREAS, TENANT agree not to discriminate in the selection or acceptance of any student pursuant to this LEASE because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of California Government Code, ancestry, or Marital status, or citizenship, within the limits imposed by law or corporation policy. And LANDLORD agrees not to discriminate from same said in referring students to the TENANT's program.

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WHEREAS, TENANT will be operating academic credit and/or English Language Development courses and each student will be subject to policies, rules, and regulations of the TENANT's program.

NOW THEREFORE, in consideration of the foregoing, of mutual understanding of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Fundamental Lease Provisions.**

a. Premises:	The space in the Facility, commonly known as: **1st Floor –** Suite #106 which is 1,704 square feet **Total of 1 room at 1,704 square feet**
b. Premises Size:	**Within the Facility, approximately 1,704 square feet of the Premise is for the use of the Tenant.** On the second floor there are common space share areas which include: i) Second floor conference room #203, ii) Second floor kitchenette room #202. The aforementioned 2nd floor (upstairs) common area is on a first come first serve basis, with booking day of and may be used by first and second floor tenants.
c. Facility Common Area:	Other Facility Common Area space include: 1) Upstairs and downstairs lobby and hallways, 2) Main information reception desk first floor, 3) Property management office, 4) ADA elevator, 5) Mail room, 6) Art gallery walk ways, 7) Public bathrooms on floor 1 and 2, 8) 3 stair wells for ingress and egress, 9) Outdoor parking area for visitors, tenants, bike parking area, drive aisles, two automatic entrance and exit vehicle gates, ADA ramp and entrances, walk ways, loading areas, call box at the main entrance, emergency exit pedestrian gate, outdoor landscape and garden areas including basketball court area, community gardens and patios, sidewalks in the front and back cul de sac of the Property, 10) Common trash enclosure,

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11) Drinking water fountain as required by health code,
12) Secured mechanical, HVAC, electrical, fire riser rooms, janitorial and maintenance repair closets,
13) Secured server room and 2 IDF locations for the internet, security cameras, key less entrance systems, building telephone and alarm system rooms,
14) Roof, skylights, mechanical equipment on the roof
15) Perimeter fencing and lighting, building directory and other internal directory signage and outdoor directory signage.

c. Tenant's Proportionate Share:	Tenant's proportionate share of Landlord's real property taxes, liability insurance, and the operating cost of the Common Area expenses (except as otherwise set forth in Section 3.C.i and/or Section 3.C.iii) is 5.7% (the "Proportionate Share") Tenant's Premise 1,704 sf/ 30,000 sf. Facility Premise.
d. Initial Term:	Three years ending from Commencement Date, unless earlier terminated in accordance with the provisions of this Lease. (See Section 2.A)
e. Initial Estimated Proportionate Share of Common Area Operating and Modified Full Service Expenses (3/1/2019):	$1.92 per square feet or put the dollar amount Excess Service (ie. additional trash pickup, compost, or recycling) beyond the proforma expenses date March 1, 2019 to be paid by Tenant.
f. Commencement:	August 1, 2019 or such date agreed to by the Parties
g. Option to Extend:	__X__(yes) __(no) If yes, _One (_) option(s) for Three (__) years each
h. Expiration Date	The end of the completion of the third full year following the Commencement Date, subject to any Extension Option.
i. Base Rent & CAM plus Modified Full Service Total:	$2.50 per sf base per month for Month 1 to Month 36, subject to adjustments during the Option Period. The CAM and Modified Full Service is estimated at $1.92 per sf. Total: Base Rent, CAM, and Adjusted Modified Full Service is ($2.50+$1.92=$4.40 X 1,704= $7,497.60 per month for month 1 to 12.
j. Additional Rent:	Proportionate Share of Landlord's real property taxes and Common Area expense (except as otherwise set forth in Section 3.C.i and/or Section 3.C.iii). **Not Applicable. This section is covered under the Expense Proforma 03/01/19.**

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k.	Rent Increase Limits	Maximum: __X__(yes) _____(no) If yes, the maximum is _3%, at the beginning of each year during the Term and the maximum is 3 % increase each year during the Option Period (see Section 3.B). Applicable if there is an Option Period.
l.	Rent Increase Date(s):	Once each year, at the beginning of each year during the Term and at the beginning of each year during each Option Period.
m.	Security Deposit:	One month of Rent based on year 1, which is $7,497.60
n.	Permitted Use:	Use of the site for the sole purpose of operating a K-12 English Language Development/High School Diploma/Independent Studies and Career Technical Education programs. Primary Clients 22 year old+ learners. Tenant is responsible for securing and complying with practices applicable and maintaining all its licenses and/or permits necessary, if any, for conducting a California public charter school. Tenant further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities. Tenant is responsible for securing and paying for any Oakland business license, and any permits/special permits as applicable for its permitted use. If Tenant desires to have a special event where catering is needed, Tenant understands that the Town Kitchen is the preferred onsite caterer at the facility. If Tenant desires to bring their own commercial vendors or provide their own food bought elsewhere (permissible with approval not unduly delayed from Landlord).
o.	Tenant's Liability Insurance:	$2,000,000 annual aggregate
p.	Interest on Late Payments:	Ten percent (10%) interest per annum (or the maximum rate permitted by law, if less) ("Overdue Rate") on outstanding balance due.
q.	Trash Pickup:	One (1) time per week on Wednesdays from the common trash dumpster. See Item Section 15 of the Lease.
r.	Address of Landlord:	Lao Family Community Development 2325 East 12th Street, Suite 226 Oakland, CA 94601, Attention: CEO (510) 533-8850 Office or (510) 694-0075 Property Mgt.

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s. Address of Tenant: Any notice required or permitted under this Lease shall be deemed sufficiently given 72 hours after if sent by United States certified mail, return receipt requested, or if served in person or 24 hours if delivered via overnight Federal Express/UPS/Delivery Carrier addressed as follows:

Before Occupancy of the Premises by Tenant:
Highlands Community Charter School
1333 Grand Avenue, Sacramento, CA 95838
Attention: Murdock Smith, Executive Director/CEO

After Occupancy of the Premises by Tenant:
Highlands Community Charter School
1333 Grand Avenue, Sacramento, CA 95838
Attention: Murdock Smith, Executive Director/CEO

In each case with a
copy to:

_____
_____
_____
Attention: _____

Landlord and Tenant shall each have the right from time to time to change their respective notice address set forth in this Section 1 by written notice thereof to the other party.

2. Term.

A. Initial Term. Landlord hereby leases the Premises (as defined in Section 1.a) to Tenant, and Tenant hereby leases the same from Landlord, for the Initial Term (as defined in Section 1.d) beginning on (i) August 1, 2019, or (ii) such time as is mutually agreed to by the Landlord and Tenant , whichever is earlier (the "Commencement Date") and ending on July 31, 2022) following the Commencement Date. Landlord shall prepare, and Landlord and Tenant shall each sign and deliver to the other party hereto a signed counterpart of the Commencement Date Memorandum in substantially the form attached hereto as Exhibit C, which shall set forth the actual Commencement Date for all purposes of this Lease. The Initial Term, as extended by any and all exercised Option Period, as described below in Section 2.B, shall be defined herein as the "Term" of this Lease. Landlord shall use its best efforts to give Tenant possession as early as possible after the Effective Date. In this case, Landlord gave possession as of August 1, 2019.

B. Options to Extend. Prior to the expiration of the Term of the Lease, but no later than January 1, 2022, the Tenant may request to the Landlord an Option to Extend the Term of the Lease.

The base lease rates and terms will be negotiated at the time. The provisions of this Lease shall govern and be applicable to the Option Period, except as to the rate of Base Rent, which shall be adjusted during the Option Period pursuant to Section 3.B.ii-vi, as applicable, and

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any other provision of this Lease that is expressly applicable only to the Option Period. Within ninety (90) days of Tenant and Landlord agreeing on the Option, Landlord shall compute the Base Rent for the Option Term in question and shall give written notice of the Base Rent amount for such Option Term to Tenant together with a copy of the calculation of such Base Rent amount. Tenant shall pay to Landlord as Base Rent during each Option Period, in lawful money of the United States, commencing at the commencement date of such Option Period, in the amount set forth in the notice Landlord provided pursuant to this Section 2.B. for such Option Period.

3. Rent.

A. Payment of Rent. Landlord and Tenant agree that Tenant's obligation to pay Base Rent/CAM/Modified Full Service and Additional Rent (as defined below) shall start on the Commencement Date. Base Rent and Additional Rent shall collectively be referred to herein as "Rent."

i. After the Commencement Date, Tenant shall pay Base Rent on the first day of each calendar month during the Term, in advance, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Base Rent concurrently with execution and delivery of this Lease.

ii. After the Commencement Date, Tenant shall pay Landlord the first installment of Additional Rent on the first day of each calendar month during the Term, in advance based on the Initial Estimated Operating Expenses, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Additional Rent concurrently with execution and delivery of this Lease.

iii. All Rent shall be due and payable at the address of Landlord (see Section 1.r) or at such other place designated by written notice from Landlord to Tenant. Rent payments not paid within thirty (30) days from the date when due shall bear interest from the date due until paid at the annual rate of ten percent (10%) per annum, or the maximum rate permitted by law.

B. Base Rent.

i. Initial Term. The Base Rent shall be $2.50 per square foot per month for month 1 to month 12. Base Rent shall be adjusted to a maximum of 3% increase annually for month 13 to month 24 and a maximum of additional 3% increase annually per month for months 25 to 36.

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After the Initial Term, this Base Rent will be adjusted if the Tenant negotiates a new lease term with the Landlord on terms mutually agreed to by both parties in writing.

Option Period: Base Rent shall be adjusted once at the beginning of each year of the Option Period, this Base Rent increase during the Option period is based on CPI increase, if any, as compared to CPI for the preceding year (i.e., year 5).

C. Additional Rent.

i. Except as otherwise set forth in Section 3.C.iii., the Proportionate Share of Landlord's real property taxes, liability insurance and Common area Expenses of the Premises (collectively, the "Operating Expenses") shall comprise the Additional Rent to be paid by Tenant to the Landlord. The estimated monthly amount of Initial Estimated Operating Expenses for the first calendar year in which the Rent Commencement Date occurs is set forth in Section 1.e, which amount is subject to adjustment as set forth in this Lease. The Initial Estimated Operating Expenses for the first year is an estimate and subject to being updated with the actual Operating Expenses as described in Section 3.C. ii.

Additional Rent (CAM and Modified Full Service) Per the Proforma Expense dated March 1, 2019

ii. Subject to Section 3.C.i and Section 3.C.iii, Tenant shall pay to Landlord as the Additional Rent, Tenant's Proportionate Share of the Operating Expenses described in this Section, in the following manner:

1. Tenant shall pay monthly for Tenant's Pro Rata Share of Operating Expenses as reasonably estimated by Landlord. Any monies paid in advance to Landlord by Tenant shall not accrue interest thereon.

Sixty (60) days after the end of each quarter, Landlord shall deliver a statement to Tenant setting forth the difference between Tenant's actual Pro Rata Share of Operating Expenses (subject to Section 3.C.iii) and the total amount of the monthly payment paid by Tenant to Landlord.

Tenant shall thereafter pay to Landlord the full amount of any difference between Tenant's actual obligation over the total amount of Tenant's estimated payments within thirty (30) days after receipt of said statement; conversely, in the event Tenant's estimated payments exceeded Tenant's actual obligation, Landlord shall either refund the overpayment to Tenant or credit said overpayment against Tenant's Additional Rent obligation in the forthcoming year.

In the event this Lease expires on a date other than the end of a billing period, Tenant's obligation with respect to any amounts owed

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to Landlord shall survive the expiration of the Lease Term, and shall be invoiced to Tenant when the same have been accurately determined or, at Landlord's option, such amounts shall be reasonably estimated by Landlord to reflect the period of time the Lease was in effect during such billing period.

2. Any delay or failure of Landlord in (i) delivering any estimate or statement described in Section 3.C.ii.1., or (ii) computing or billing of Tenant's Pro Rata Share of Operating Expenses shall not constitute a waiver of its right to require an increase in Additional Rent, or in any way impair the continuing obligations of Tenant under this Section 3.C.

In the event of any dispute as to any Additional Rent due under this Section 3.C, Tenant and its employees, accountants, advisors, attorneys and consultants shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office.

If, after such inspection, Tenant still disputes such Additional Rent, upon Tenant's written request therefor, a certification as to the proper amount of all Operating Expense charges and the amount due to or payable by Tenant shall be made by an independent certified public accountant mutually agreed to by Landlord and Tenant. If Landlord and Tenant cannot mutually agree to an independent certified public accountant, then the parties agree that Landlord shall choose an independent certified public accountant to conduct the certification as to the proper amount of

all of Tenant's Pro Rata Share of Operating Expense charges due by Tenant for the period in question; provided, however, such certified public accountant shall not be the accountant who conducted Landlord's initial calculation of all Operating Expense charges to which Tenant is now objecting. Such certification shall be final and conclusive as to all parties. If the certification reflects that Tenant has overpaid Tenant's Pro Rata Share of Operating Expense charges for the period in question, then Landlord shall credit such excess to Tenant's next payment of such charges and conversely, if Tenant has underpaid Tenant's Pro Rata Share of Operating Expense charges, Tenant shall promptly pay such additional charges to Landlord.

Tenant and Landlord shall equally share the cost of such certification and the investigation with respect thereto unless it is determined that Landlord's original statement was in error in Landlord's favor by more than ten percent (10%), in which event Landlord shall be liable for all such costs.

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Tenant waives the right to dispute any matter relating to the calculation of Tenant's Pro Rata Share of Operating Expense charges or Additional Rent under this Section 3.C if any claim or dispute is not asserted in writing to Landlord within ninety (90) days after delivery to Tenant of the original billing statement with respect thereto.

Notwithstanding the foregoing, Tenant shall maintain strict confidentiality of all of Landlord's accounting records and shall not disclose the same to any other person or entity except for Tenant's professional advisory representatives (such as Tenant's employees, accountants, advisors, attorneys and consultants) with a need to know such accounting information, who agree to similarly maintain the confidentiality of such financial information

iii. The parties acknowledge and agree that Tenant is a Public Charter School. The Landlord has received a property tax welfare from property taxes based on Landlord's charitable purposes (however the sublease portion of the Premise to the Tenant maybe subject to and or be exempt from some level of property tax as the Tenant is a Public Charter School) if applicable. Tenant is responsible to file annual property tax welfare exemptions on the county's deadline and notify the Landlord and show proof of filing. Landlord will work with the county to obtain any adjustments to the property tax before any credit can be given.

The Landlord will work with the owner of the Premise to obtain/ maintain the Landlord's tax exemption for the overall Premises.

Tenant shall be responsible for its Pro Rata Share of the unsecured property taxes assessed on the sublease portion of the Facility, and the parties shall work together to calculate the resulting amount of Tenant's sublease portion in the Pro Rata Share of Operating Expenses.

For the avoidance of doubt, the amount of unsecured property taxes that would be assessed on the Premises if it does not receive a tax welfare exemption shall be considered for purposes of calculating the maximum amount of Tenant's Pro-Rata Share of Operating Agreements, but Tenant shall not have any obligation to pay such amount of taxes as long as the welfare exemption is maintained. The parties further acknowledge and agree that Tenant shall not be liable for any increase in real property taxes resulting solely from (a) improvements made by Landlord or other tenants of other parts of the Facility after the Commencement Date, or (b) the sale or transfer of the Facility by Landlord or Master Landlord.

4. Common Areas.

A. Common Areas. "Common Areas" as used in this Lease means the existing and future improvements to the Facility, including, without the second floor conference room #203, the kitchenette room #202, the outdoor recreational area by the basketball court

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(unless occupied by other tenants for a private event), parking areas, walkways, sidewalks, hallways, restrooms, loading areas, stairways, elevators and other generally understood public or common areas in the Facility. Tenant and Tenant's agents, employees and invitees shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, invitees and residents of the Facility to use of the Common Areas. Landlord shall have the sole right to regulate the use of the Common Areas; provided that nothing shall restrict access to the Premises by Tenant and its agents, employees, contractors, invitees and guests.

B.

Common Area Expenses shall not include (and Tenant shall not be charged for) (1) the costs to repair or replace the Common Areas necessitated to comply with the Americans with Disabilities Act as such laws are in effect as of the Commencement Date and/or any and all structural aspects of the Facility, such as the roof and exterior walls. (2) The following is included in the calculation of experiences related to operating the Facility per Proforma March 1, 2019 which includes wages, salaries and fees of auditing and accounting personnel in connection with the Facility, whether fulltime or part-time; (3) payroll charges for personnel, such as unemployment and social security taxes, workers' compensation, health, accident and group insurance, and other so-called reasonable fringe benefits; (4) rental charges for office space specifically chargeable to the operation and management of the Facility; and (5) the cost of any labor saving devices that may, from time to time, be placed in operation as a part of Landlord's maintenance program. However, in the event there are revisions to the Americans with Disabilities Act following the Commencement Date and such revisions dictate that repairs or replacements be made to the Common Areas, Landlord shall perform such work and include the costs thereof in Common Area Expenses; provided, however, that any capital expenditure shall be amortized (including interest at market rates on the unamortized cost) over its reasonable useful life.

5. Security Deposit.

At the time of the Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum shown as Security Deposit in Section 1.m. The Security Deposit is to be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. In the event the Lease gets terminated prior to the Commencement Date, Landlord shall return any and all amounts deposited by Tenant within three (3) business days of the date the Lease was terminated.

If Tenant is in Default, Landlord can use the Security Deposit, or any portion of it, to cure the Default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's Default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the Security Deposit expended or applied by Landlord as provided in this Section 5 so as to maintain the Security Deposit in the sum initially deposited with Landlord. If Tenant is not in Default at the expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee. Landlord will maintain the Security Deposit separate and apart from Landlord's general funds. Landlord shall not be required to pay Tenant interest on the Security Deposit.

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6. Use.

A. General Use Requirements. Notwithstanding anything in this Lease to the contrary, Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Should any regulation now or hereafter be imposed on Tenant by any governmental body relating to the use or occupancy of the Premises or the Common Areas by Tenant or any guest or invitee of Tenant or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such regulations if such regulations relate to anything within the Premises or if compliance with such regulations is within the control of Tenant and applies to an area outside of the Premises.

B. Legal Use Compliance Requirements. Tenant shall use and occupy the Premises or any portion thereof, for uses in compliance with all applicable federal, state or local laws, statutes, ordinances, orders, rules, regulations and requirements.

C. New Markets Tax Credit Program Use Requirements. Tenant acknowledges that the Landlord utilized New Markets Tax Credit financing pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "New Markets Tax Credit Program") to construct the Facility containing the Premises and consequently Tenant must abide by the following covenants described in this Section 6. Tenant shall use and occupy the Premises in compliance with the requirements of New Markets Tax Credit Program, all of which are incorporated herein by this reference. Tenant specifically acknowledges and agrees that it may not use or occupy the Premises or allow the use or occupancy of the Premises, or any portion thereof, by or for any of the following excluded businesses: (a) any trade or business consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; (b) any trade or business the principal activity of which is "farming" (within the meaning of Section 2032A(e)(5)(A) or (B) of the Code; (c) any trade or business consisting predominantly of the development or holding of intangibles for sale or license; and (d) the ownership or rental to others of "residential rental property", as such term is defined under Section 168(e)(2) of the Code.

D. New Markets Tax Credit Community Impact & Fed. Dept. Health and Human Service First Source Hiring Office of Community Service Requirements. For so long as the Loans remain outstanding, and relating to certain reporting requirements imposed on Landlord by the Lender in connection therewith, Tenant agrees to endeavor to achieve the following:

(i) Provide job training and career opportunities to individuals whose households income is below eighty percent (80%) of the area median income ("Low Income Persons")

(ii) Work to provide internships and apprenticeships at the Premises for Low Income Persons;

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(iii) Hire at least twenty percent (20%) Low Income Persons, minorities, or local businesses to serve the workforce needs of the Tenant at the Premises;

(iv) Provide and improve access to important goods and services to Low Income Persons and within the low income community including but not limited to:

(v.) Strengthening and stabilizing low income communities throughout California as a result of the mission driven initiatives of the Tenant; and

(vi.) Educational and job training opportunities.
(vii.) First Source Hiring (LFCD OCS Funding requirement. Send job openings and opportunities to LFCD. LFCD will identify qualified candidates to refer to Tenant to review, consider for interview for opportunities and hire if qualified as determined by Tenant.)

Tenant agrees that Tenant shall reasonably cooperate with Landlord to document compliance with this Section by giving Landlord reasonable access to records maintained by Tenant regarding Tenant's operations, provided, however, that (i) Tenant will not be required to disclose any confidential or private information regarding its employees, operations or clients, and Tenant shall have reasonably determine of whether particular information is private or confidential ; (ii) Tenant will not be required to maintain or create records Tenant does not already collect in the ordinary course of business; and (iii) any requirement that Landlord has to file reports or complete paperwork regarding the New Markets Tax Credit Program shall be solely Landlord's obligation and at Landlord's expense.

E. Access to the Premises. Tenant and Tenant's agents, employees and invitees shall have access to the Premises, seven (7) days a week, twenty-four (24) hours per day. Landlord and Tenant to work out the process per the Landlord's Operating Procedures Rules.

7. Sublease and Assignment.

Tenant shall not sublease all or any part of the Premises, or assign this Lease in whole or in part without Landlord's written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Tenant acknowledges and agrees that, for so long as the Loans are outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the loan documents evidencing the Loans (collectively, the "Loan Documents") in connection with a request for consent submitted by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request for consent if Lender rejects Landlord's request with respect to same.

8. Repairs.

A. Except as otherwise provided in Section 8.B, during the Term of this Lease, Tenant shall make, at Tenant's sole expense, all necessary repairs to the non-structural parts of the Premises, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Tenant shall be responsible for repairing (i) all interior lighting, (ii) interior electrical wiring systems, electrical fixtures, and electrical equipment exclusively serving

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the Premises, (iii) interior doors, locks and door closers of the Premises, (iv) all signage on the Premises, (v) security systems serving exclusively the Premises, (vi) all partitions, fixtures, equipment, interior painting, interior walls, and floor coverings of the Premises, (viii) all interior walls and interior doors of the Premises, and (viii) all glass, windows, window frames, window casements on or about the Premises. All repairs and work to be performed by Tenant shall be completed with materials and workmanship of the same character, kind and quality as the original thereof, and to the reasonable satisfaction of Landlord.

B. Landlord shall be responsible for repairing, maintaining and preserving, in good condition, the Property and the Facility, including, its structural portions, including the roof, all exterior walls, floors (as opposed to floor coverings), skylights, and the foundation of the Facility, its major mechanical systems, electrical, heating, ventilation, air condition system, plumbing and sewer systems, including those portions of such systems which are outside the Premises, gutters and downspouts on the Facility, the Common Area, and elevator service. All repairs and work to be performed by Landlord under this Lease shall be performed in a good and workmanlike manner, using new materials equivalent in quality to those used in the construction of the initial improvements to the Facility. All work shall be diligently prosecuted to completion. Upon completion by Landlord of such repairs and work, Tenant shall inspect or cause to be inspected the Premises and the repairs made thereon to ensure compliance with the standards set forth herein in connection with such repairs. In the event that Tenant determines that any repair was performed in a substandard condition or requires further repair or attention, Tenant shall notify Landlord in writing of the need to perform additional repairs and Landlord shall perform or cause to be performed such work as is reasonably necessary to address Tenant's concerns regarding said repair work and shall complete the same within ten (10) business days of written notice from Tenant regarding such additional repairs. Landlord shall ensure that all work is performed to current construction codes. Landlord shall cause each contractor and subcontractor to maintain all workers' compensation insurance required by law and liability insurance (including property damage) in amounts reasonable for the work to be performed or as may be reasonably required by Tenant.

9. Alterations and Tenant Improvements.

A. Tenant, at Tenant's sole expense, shall have the right following Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials and do not compromise the Facility in Landlord's sole determination. Notwithstanding the foregoing, Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term provided that all

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damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Second floor material changes may only be to change the existing carpet.

B. Tenant shall be solely responsible for the payment of the following items:

Total Costs for any tenant improvements referenced in this Section 9B will be paid in advance to the Landlord, if the Tenant wishes for the Landlord oversee the work. Landlord can oversee the work completion and bid estimates; which the Tenant will approve in writing.

10. Property Taxes.

To the extent applicable, Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments pertaining to the Property coming due during the Term, and all personal property taxes with respect to Landlord's personal property, if any, on the Property. Tenant shall be responsible for paying all personal business equipment property taxes with respect to Tenant's personal business property at the Premises. Tenant shall also be responsible for paying all applicable taxes associated with the Tenant's leasehold interest in the Premises (ie including Tenant's personal business equipment leases).

11. Insurance.

A. Landlord shall maintain fire and extended coverage insurance on the Facility and the Premises in such amounts as Landlord shall deem appropriate or that Lender shall require.

B. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Facility with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord, San Antonio Neighborhood Resource Center, LLC, CARE Community Inc. a member of San Antonio Neighborhood Resource Center LLC, and Master Leaseholder Lao Family Community Development, and the Lenders shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 11.B. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises or the Facility.

C. Landlord and Tenant agree to cause the insurance companies issuing their respective insurances to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by such waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

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12. Services and Utilities.

A. Landlord agrees to supply water, gas, light, heat, power, electricity, telephone and sewer connections to the Premises, including fiber optic cables to the main server room of the Facility. If separately metered or provided, Tenant shall be responsible for paying all water, gas, light, heat, power, electricity, telephone, sewer charges, and all other services supplied to or consumed on the Premises, and all taxes and surcharges thereon. If any other utility or service is not separately metered or provided, Tenant shall pay Tenant's proportionate share of charges for the utility or service as part of the Additional Rent. Tenant shall pay to Landlord Tenant's Proportionate Share of the cost of all utilities and services supplied to the Common Areas as part of the Additional Rent.

There shall be equitable adjustments made for those tenants in the Facility that are high utility users, such as the tenant operating a restaurant, the tenant(s) operating a restaurant training facility or tenants with showers and clothes washing machines.

B. Landlord shall provide heating, ventilation, air conditioning system, elevator service, and garbage removal for the Facility, including the Premises.

C. Landlord agrees to provide, during business hours and, upon notice from Tenant, outside of business hours, heating, ventilation and air conditioning in sufficient quantities and temperature to provide Tenant comfortable occupancy of the Premises and comfortable use of the Common Areas. The Facility shall be adequately lit at all times during the Term.

D. Landlord will provide (1) dedicated clicker for the parking lot gate, (2) dedicated parking spaces based on 1,704 sf lease premise, 1 basic set of building and suite keys, a main reception/info personnel during regular business hours, basic commercial janitorial for all bathrooms, lobby floor and CAM area floors, basic carpet vacuuming, sweeping and mopping janitorial in the Tenants office space, CAM and office garbage receptacle removal, lighting, main fire alarm monitoring, annual pest, fire extinguishers including annual examination and filling, elevator permit and maintenance, maintenance of common public areas, Landlord's portion of general liability and property insurance, annual exterior window cleaning, ground upkeep and repairs, maintenance and repair of bathrooms, a common mail room and common trash enclosure area outside.

E. Tenant to pay for its own server and internet data service if beyond the amount Landlord can give allowance for, alarm system in their units, telephone/fax in their units, copy/scanner machines if relevant, office supplies, any special locksmith, window treatments, painting and decorations, etc.

F. Tenant to obtain their own business license. Tenant to obtain their own general, liability, property and business equipment and other insurance relevant to their business. Tenant responsible to file their annual welfare tax exemption with the county for their property tax. Tenant is also responsible for paying their own employees.

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13. Signs.

Tenant's name and business identification shall be placed in the directory of the Facility in the lobby. Appropriate suite entrance signage will be installed by the Tenant at tenant's cost. If Tenant wants the Landlord can oversee installation and the cost will be passed on to the Tenant. Landlord will provide a style guide for Tenant. Tenant to provide logo and other information to the Landlord.

14. Entry.

Landlord shall have the right to enter upon the Premises at reasonable times, during normal business hours and after reasonable written notice (except in the event of a required emergency repair), to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Premises.

15. Janitorial.

Commercial janitorial of common spaces throughout the Facility and basic janitorial in the Tenant's Premises will be provided by the Landlord or Landlord's vendor. Interior cleaning of office spaces is at basic level. Landlord estimate it is 2-3 times a week and some items service is daily.

16. Facility Rules.

Tenant will comply with the rules of the Facility adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

17. Damage and Destruction.

A. If the Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects so as to render the same tenantable for Tenant's purposes, and if the damages cannot be repaired as reasonably determined by Landlord within two hundred seventy (270) days from the date of said casualty, this Lease shall terminate as of the date of such casualty. If the damages can be repaired within said two hundred seventy (270) days, and Landlord does not elect within ninety (90) days after the date of such casualty to repair same, then Tenant shall have the right to terminate this Lease as of the date of such damage by giving written termination notice to Landlord. In the event of any such termination, the parties shall have no further obligations to each other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Premises to Landlord. Should Landlord elect to make such repairs, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16), and Landlord shall proceed with all due diligence to repair and restore the Premises to a condition substantially similar to that condition which existed prior to such casualty (excluding Tenant's alterations, trade fixtures, equipment and personal property, which Tenant shall be required to restore). In the event the repair and restoration of the Premises extends beyond two hundred seventy (270) days after the date of such casualty due

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to causes beyond the control of Landlord, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16), and Landlord shall not be liable therefor; but Landlord shall continue to complete such repairs and restoration with all due diligence. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this Section 16, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

B. Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

C. The provisions of this Section 16 extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

18. Default.

If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Term ended and terminated and terminate Tenant's right to possession of the Premises by giving Tenant written notice of termination, and if possession of the Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use commercially reasonable efforts to mitigate its damages.

19. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the Term.

20. Condemnation.

A. If any legally, constituted authority condemns the entire Facility or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession (a "Taking"), and all Rent paid or payable hereunder

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shall be apportioned between Landlord and Tenant as of the date of such Taking. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation.

B. If any material portion, but less than all, of the Property, Facility or Premises becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Lender, then Tenant may terminate this Lease by delivering written notice thereof to Landlord within thirty (30) days after such Taking. All Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then Rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Premises rendered tenantable by such Taking for as long as, and to the extent that, such portion of the Premises is rendered tenantable.

C. Neither party shall have any rights in or to any award made to the other by the condemning authority.

21. Subordination, Nondisturbance, and Attornment.

A. Tenant's rights under this Lease shall subordinate to the interest of any lien of any deed of trust in force or later placed against the Property (including, without limitation, by Lender or any other lender of Landlord), upon any Facility placed later upon the Property and to all advances made upon the security thereof. With the exception of Lender and any Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, executed by the Master Landlord for the benefit of the Lenders, no mortgagee or beneficiary named in a deed of trust shall disturb Tenant's peaceable possession of the Premises if Tenant is not in default under this Lease. Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or deed of trust to this Lease.

This Section 20A. is self-operative, and no further documentation of Tenant's subordination and attornment is required; however, Tenant shall execute any customary subordination agreement requested by Landlord, or any mortgagor or beneficiary of Landlord upon written request (including without limitation Lender). Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee or beneficiary of Landlord.

B. If any proceedings are brought for foreclosure, or if the power of sale under any deed of trust or deed to secure debt made by Landlord covering the Premises is exercised, Tenant shall attorn to the purchaser upon the foreclosure or sale and recognize the purchaser as the Landlord under this Lease.

C. Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required in connection with the obtaining of financing or refinancing of the Facility or any portion thereof or interest therein, so long as such modifications do not change the economic terms hereof or materially affect Tenant's rights, increase Tenant's obligations, or reduce Landlord's obligations hereunder.

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D. Landlord agrees to provide a non-disturbance agreement, in form and substance reasonably satisfactory to Tenant, from all holders of superior positions to Tenant's interest under the Lease.

22. Indemnification.

A. Except to the extent caused by the gross negligence or willful misconduct of any Landlord Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Landlord Indemnified Party, Tenant shall at all times relieve, defend, indemnify, protect, and hold harmless Landlord, officers, agents, consultants, counsel, employees and volunteers (each, a "Landlord Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Tenant (the "Landlord Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Landlord, its officers, agents, employees or volunteers, to the extent that such Landlord Claims arise from or are caused by (a) the operation, maintenance, use, or occupation of the Property by Tenant or its agents, officers, employees, licensees, concessionaires, permittees or any sub lessees, (b) the acts, omissions, misconduct or negligence of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, or (c) the failure of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees to observe and abide by any of the terms or conditions of this Lease or any applicable law, ordinance, rule, or regulation.

The obligation of Tenant to so relieve, indemnify, protect, and save harmless Landlord, officers, agents, consultants, counsel, employees and volunteers, shall continue during any periods of occupancy or of holding over by Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term

B. Except to the extent caused by the gross negligence or willful misconduct of any Tenant Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Tenant Indemnified Party, Landlord shall at all times relieve, defend, indemnify, protect, and hold harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees (each, a "Tenant Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Landlord (the "Tenant Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Tenant, its officers, agents, employees or volunteers, to the extent that such Tenant Claims arise from or are caused by the willful misconduct or gross negligence of Landlord, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees (other than Tenant). The obligation of Landlord to so relieve, indemnify, protect, and save harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees shall continue during any periods of occupancy or of holding over by Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term.

C.

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23. Surrender of Property.

At the termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises, or any portion thereof, so terminated. Upon such termination the Premises, or any portion thereof, so terminated shall become the sole property of Landlord at no cost to the Landlord and shall be free of all liens and encumbrances and in "as-is, where-is" condition.

24. CASp Inspection.

In accordance with California Civil Code Section 1938, the Landlord hereby discloses to the Tenant that the Premises has not undergone an inspection by a "Certified Access Specialist" (CASp). The following provision is required to be included in this Lease pursuant to California Civil Code Section 1938:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject p remises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

In the event Tenant desires to cause a CASp inspection, then such inspection shall occur after the Lease Commencement Date, and, as between the Landlord and the Tenant, the Tenant shall be solely responsible for the costs of such inspections and the cost of making any repairs identified by such inspection; provided, however, any repair work is subject to all applicable requirements of this Lease.

25. Parking.

Tenant and Tenant's employees shall have access to (2) dedicated parking space identified as parking space #18 and #19 at the Facility and (1) Clicker. Replacement of a lost clicker is at a cost of $200 per clicker.

An additional eleven (11) public parking spaces at the Facility will be on a first come first serve basis. Beyond the Tenant's one (2) dedicated parking spaces, the Tenant has the option to enter into negotiations with the Landlord for the rental of additional designated parking spaces ($80 per space per month for additional parking. Limited availability).
Tenant may negotiate with the Landlord for additional clickers at ($200 per additional clicker. Limited availability). The Landlord will provide parking lot usage rules to all of the tenants closer to the time of Commencement Date.

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26. Brokers. – Check One

__X__ Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for a real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

_____ Tenant was shown the property by_____ who is a licensed real estate agent in the State of California from_____ Agency. Landlord and Tenant agree to abide by the signing party's listing agreement and to pay the commission amount specified.

27. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

28. Notice to Lender.

So long as the Lenders shall hold a lien on the Property, Tenant and Landlord each agree that, simultaneously with the giving of each other notice pursuant to this Lease, they shall also give a duplicate copy thereof to such Lenders, or their designated assigns.

29. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

30. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, transferees and assigns.

31. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's written consent is required or desirable under this Lease. Tenant acknowledges and agrees that, for so long as the Loans remain outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the Loan Documents in connection with a request for consent by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request if Lender rejects Landlord's request with respect to the same.

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32. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at the Overdue Rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

33. Compliance with Law.

Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Property and/or Landlord, as the fee owner of the Property.

34. Final Agreement.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein, and terminates and supersedes all prior understandings or agreements on such subject matter. This Agreement may be modified only by a further writing that is duly executed by both parties.

35. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

36. Attorneys' Fees; Jurisdiction; Venue.

If any such action or proceeding shall be in Oakland, California. If any action, proceeding or arbitration is brought to enforce this Agreement or interpret any of its terms, the prevailing party in such action shall be entitled to recover from the non-prevailing party in addition to its costs and expenses (including, without limitation, its reasonable attorneys', accountants', experts', and consultants' costs, expenses and fees, court costs and investigative expenses prior to trial, at trial and on appeal). Each party to this Agreement consents to the jurisdiction of the courts of the State of California and the United States courts in the State of California and agrees that venue in any such action or proceeding shall be in Oakland, California.

37. Force Majeure.

Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

LAO FAMILY COMMUNITY DEVELOPMENT, a California nonprofit public benefit corporation

By: _____

Name: KATHY GIAO ROTHBERG

Its: CEO

TENANT:

Highlands Community Charter School, a Public Charter School, a California nonprofit corporation

By: _____

Name: MURDOCK SMITH

Its: EXECUTIVE DIRECTOR

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EXHIBIT A

SITE PLAN

(SEE ATTACHED SITE PLAN)

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EXHIBIT B

LANDLORD'S WORK

The following work shall be completed by Landlord, at cost and expense, before the Commencement Date, using Facility standard materials and be prorated share to be reimbursed by the Tenant to the Landlord:

(i) Construct grind & seal floors at proportionate share for the 1,704 sf Tenant space.

Tenant's Total Cost: $4,123.68 ($2.42 sf x 1,704 sf.) for Highlands Community School Share Cost. The total area of work was 10,000 sf at $24,200.00

30 Day Notice - 2325 E 12th Oakland 04.01.24.pdf

SCHEDULE 1 TO LANDLORD'S WORK

Completed by Decking Around & Norcal

30 Day Notice - 2325 E 12th Oakland 04.01.24.pdf

EXHIBIT C

COMMENCEMENT DATE

MEMORANDUM

This Commencement Date Memorandum is made as August 1, 2019, by and between Lao Family Community Development Inc., as Landlord, and the Highlands Community School, as Tenant, with reference to that certain Tenant Sub-Lease Agreement (the "Lease"), dated as of August 1, 2019 by and between Landlord and Tenant for the leasing of certain premises (the "Premises") located at 2325 E. 12th Street in Oakland, CA 94601, as more particularly described in the Lease. Capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Lease.

Suite #106 which is 1,704 square feet,
Total of 1 room at 1,704 sf

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Tenant hereby agree as follows:

1. The Commencement Date shall be August 1, 2019.

2. The Expiration Date of the Initial Term of the Lease shall be JULY 31, 2022.

3. Landlord and Tenant hereby further agree that the Lease is in full force and effect, and that the terms and provisions of the Lease shall remain unchanged.

4. In the event of any conflict or inconsistency between the terms and provisions of this Commencement Date Memorandum, the terms and provisions of this Commencement Date Memorandum shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD:

By: _____

Name Printed: Kathy Chao-Rothberg

Title: Chief Executive Director

Date: 8/22/19

TENANT:

By: _____

Name Printed: Mubashir Sumra

Title: EXECUTIVE DIRECTOR

Date: 8/23/19

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SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS Seventh Amendment to Lease Agreement, is made this 1st day of July 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street, West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance; and

WHEREAS, on or about June 30, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2019; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to extend the Lease term through June 30, 2021; and

WHEREAS, on or about October 14, 2019, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to address shared use of and cost sharing for the maintenance of the playfield; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Fifth Amendment to Lease Agreement to further clarify the parties shared responsibility and funding for the maintenance of the playfield; and

WHEREAS, on or about July 1, 2021, Landlord and Tenant entered into that certain Sixth Amendment to Lease Agreement to extend the Lease Term and expand the Premises to include Classroom 2; and

WHEREAS, Tenant has requested an extension to the lease term and to provide for rents during the extended term, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

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AGREEMENT

SECTION 1. TERMS

Effective July 1, 2021, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall be for eleven years, commencing on July 1, 2017 and ending on June 30, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, the following shall be added to the end of paragraph 3.1:

"For the period July 1, 2023 through June 30, 2024 Tenant shall pay to Landlord the sum of Seven Thousand, and Forty-Three Dollars ($7,043.00) per month.

For the period July 1, 2024 through June 30, 2025 Tenant shall pay to Landlord the sum of Seven Thousand, Three Hundred and Forty-Four Dollars ($7,344.00) per month.

For the period July 1, 2025 through June 30, 2026 Tenant shall pay to Landlord the sum of Seven Thousand, Six Hundred and Fifty-Four Dollars ($7,654.00) per month.

For the period July 1, 2026 through June 30, 2027 Tenant shall pay to Landlord the sum of Seven Thousand, Nine Hundred and Seventy-Four Dollars ($7,974.00) per month.

For the period July 1, 2027 through June 30, 2028 Tenant shall pay to Landlord the sum of Eight Thousand, Three Hundred and Three Dollars ($8,303.00) per month."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Seventh Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Rev. Christopher R. Frazer

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith

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Its: Vicar General

Its: Executive Director

Pastor of Holy Cross Parish-West Sacramento,
A Corporation sole

1/18/24

By: Rev. Jhay B. Galeon, Pastor/Incumbent

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SIXTH AMENDMENT TO LEASE AGREEMENT

THIS Sixth Amendment to Lease Agreement, is made this 1st day of July 2021, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street, West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance; and

WHEREAS, on or about June 30, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2019; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to extend the Lease term through June 30, 2021; and

WHEREAS, on or about October 14, 2019, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to address shared use of and cost sharing for the maintenance of the playfield; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Fifth Amendment to Lease Agreement to further clarify the parties shared responsibility and funding for the maintenance of the playfield; and

WHEREAS, Tenant has requested to extend the lease term and expand the Premises to include Classroom 2, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2021, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Description of Premises. shall be replaced in its entirety with following:

"Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (1) Classrooms 1, 2, 5, 6, 7, and 8; the School Office and (2) the Kinder Room located at the south

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end of the gymnasium building; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 1321 Santa Anna Street, West Sacramento, California 95605 (herein, the "Premises"). All other facilities at the Holy Cross Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

B. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall be for six years, commencing on July 1, 2017 and ending on June 30, 2023. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2017 through September 30, 2017 Tenant shall pay to Landlord during the term of this Lease Base Rent of Five Thousand, Two Hundred, and Fifty Dollars ($5,250.00) per month.

For the period October 1, 2017 through June 30, 2021 Tenant shall pay to Landlord during the term of this Lease Base Rent of Six Thousand Dollars ($6,000.00) per month.

For the period July 1, 2021 through June 30, 2023 Tenant shall pay to Landlord during the term of this Lease Base Rent of Six Thousand, Seven Hundred, and Fifty Dollars ($6,750.00) per month."

D. Paragraph 4.2.1 shall be replaced in its entirety with following:

"Landlord shall have access to and use of that portion of the Premises which is classrooms 1, 2, 5,6,7,8; the School Offices; and the Kinder Room; Monday through Friday from 8:00 a.m. to 9:00p.m. Notwithstanding this, Classrooms 5 and 6 shall be made available to Landlord for religious education classes on Wednesdays and Fridays for ninety (90) minutes after 5:30 PM on such days; and the start times on such days may vary and shall be coordinated between Landlord and Tenant as necessary."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Fifth Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

Christopher Frazer

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

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Pastor of Holy Cross Parish-West Sacramento,
A Corporation sole

Jacobo A. Caceres

By: Rev. Jacobo Caceres, Pastor/Incumbent

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FIFTH AMENDMENT TO LEASE AGREEMENT

THIS Fifth Amendment to Lease Agreement, is made this 1st day of October 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street, West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance; and

WHEREAS, on or about June 30, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2019; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to extend the Lease term through June 30, 2021; and

WHEREAS, on or about October 14, 2019, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to address shared use of and cost sharing for the maintenance of the playfield; and

WHEREAS, Tenant has requested to modify responsibilities for maintenance of landscaped areas and the cost sharing for such, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective August 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 26.0 Landscape Maintenance. Shall be replaced in its entirety with following:

"Landlord and Tenant shall share in the responsibility for Landscape Areas identified on Exhibit A, including the Playfield, in such proportion as is agreed to from time to time; and in addition Tenant shall contribute Three-Thousand ($3,000.00) dollars per month toward Landlord's landscape maintenance efforts."

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SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Fifth Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of Holy Cross Parish-West Sacramento,
A Corporation sole

By: Rev. Jacobo Caceres, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

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REVISED EXHIBIT A



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FOURTH AMENDMENT TO LEASE AGREEMENT

THIS Fourth Amendment to Lease Agreement, is made this 14th day of October 2019, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street, West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance; and

WHEREAS, on or about June 30, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2019; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2021; and

WHEREAS, Tenant has requested to improve Landlord's playfield and to have shared use of such playfield, and proposes to share in the cost of its upkeep, and Landlord is amenable to such;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 14, 2019, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 4.6 shall be renamed Paragraph 4.7.

B. A new Paragraph 4.6 shall be inserted as follows::

> "Tenant shall have use of Landlord's Playfields as such are depicted on the Second Amended Exhibit A which is attached hereto. Tenant's use of the Playfields shall be subject to Landlord's priority use for its guests and invitees as Landlord may require from time to time, and shall not include the hours of Monday through Friday 10:00 am to 2:00 pm. Landlord and Tenant shall agree to a schedule of use monthly and shall cooperate with each other to facilitate each others use of Landlord's Playfields."

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C. Paragraph 6.2 Alterations. Shall be replaced in its entirety with the following:

"Any alterations desired by Tenant shall be at the sole cost and expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord shall cause a termination of this Lease. Notwithstanding the foregoing, Landlord approves of Tenant improving Landlord's playfields by installing a new turf field at Tenant's sole cost and expense."

D. Paragraph 26.0 Landscape Maintenance. Shall be replaced in its entirety with following:

"Landlord shall maintain the Landscape Areas as identified on Exhibit A. Tenant shall contribute Three-Thousand Eight-Hundred and Eighty ($3,880.00) dollars per month toward landscape maintenance performed by Landlord."

E. Exhibit A shall be replaced in its entirety with the attached Second Amended Exhibit A.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Fourth Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Rev. Michael D. Vaughan
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

Pastor of Holy Cross Parish-West Sacramento,
A Corporation sole

By: Rev. Jacobo Caceres, Pastor/Incumbent

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SECOND AMENDED EXHIBIT A



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THIRD AMENDMENT TO LEASE AGREEMENT

THIS Third Amendment to Lease Agreement, is made this 30th day of June 2019, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street, West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance ; and

WHEREAS, on or about June 30, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2019; and

WHEREAS, Tenant has requested to extend the Lease term an additional two years.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective June 30, 2019, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

> "The term of this Lease shall be for four years, commencing on July 1, 2017 and ending on June 30, 2021. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect

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and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Third Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Rev. Michael D. Vaughan
Its: Vicar General

Pastor of Holy Cross Parish-West Sacramento, a Corporation sole

By: Rev. Jacobo Caceres, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS Second Amendment to Lease Agreement, is made this 30th day of June 2018, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street., West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance ; and

WHEREAS, Tenant has requested to extend the Lease term an additional one year;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective June 30, 2018, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

> "The term of this Lease shall be for two years, commencing on July 1, 2017 and ending on June 30, 2019. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

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LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Rev. Michael D. Vaughan
Its: Vicar General

Pastor of Holy Cross Parish-West Sacramento, a Corporation sole

By: Rev. Jacobo Caceres, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

Administrative Record, as submitted by
Twin Rivers Unified School District

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS First Amendment to Lease Agreement, is made this 30th day of September 2017, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street., West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, Tenant has requested to lease an additional classroom and to shift the task of landscape maintenance to Landlord, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2017, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Description of Premises. shall be replaced in its entirety with following:

"Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (1) Classrooms 1, 5, 6, 7, and 8; the School Office and (2) the Kinder Room located at the south end of the gymnasium building; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 1321 Santa Anna Street, West Sacramento, California 95605 (herein, the "Premises"). All other facilities at the Holy Cross Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

B. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"Tenant shall pay to Landlord during the term of this Lease Base Rent of Six Thousand Dollars ($6,000.00) per month."

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C. Paragraph 4.2.1 shall be replaced in its entirety with following:

"Landlord shall have access to and use of that portion of the Premises which is classrooms 1,5,6,7,8; the School Offices; and the Kinder Room Monday through Friday from 8:00 a.m. to 9:00 p.m. Notwithstanding this, Classrooms 5 and 6 shall be made available to Landlord for religious education classes on Wednesdays and Fridays for ninety (90) minutes after 5:30 PM on such days; and the start times on such days may vary and shall be coordinated between Landlord and Tenant as necessary.

D. Paragraph 26.0 Landscape Maintenance. shall be replaced in its entirety with following:

"Landlord shall maintain the Landscape Areas as identified on Exhibit A. Tenant shall contribute Eight-Hundred and Eighty ($880.00) dollars per month toward landscape maintenance performed by Landlord."

E. Exhibit A shall be replaced in its entirety with the attached Exhibit A.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this First Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Most Rev. Myron J. Cotta
Its: Vicar General

Pastor of Holy Cross Parish-West Sacramento, a Corporation sole

By: Rev. Jacobo Caceres, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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LEASE AGREEMENT

This Lease Agreement entered into as of July 1, 2017, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (1) Classrooms 5, 6, 7, and 8; the School Office and (2) the Kinder Room located at the south end of the gymnasium building; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 1321 Santa Anna Street, West Sacramento, California 95605 (herein, the "Premises"). All other facilities at the Holy Cross Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for one year, commencing on July 1, 2017 and ending on June 30, 2018. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Five-Thousand, Two-Hundred, and Fifty Dollars ($5,250.00) per month.

3.2 Additional Rent. None.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. None.

3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Ten Thousand, Five Hundred Dollars (10,500.00) representing the first and last months' Base Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of

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this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes, English Second Language classes for adult students, Citizenship classes, Early Childhood Development Courses, and to provide child care services for children of those adult students while they attend classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraph 4.3, 4.4, and 4.5 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Landlord shall have access to and use of that portion of the Premises which is classrooms 5,6,7,8; the School Offices; and the Kinder Room Monday through Friday from 8:00 a.m. to 9:00 p.m. Notwithstanding this, Classrooms 5 and 6 shall be made available to Landlord for religious education classes on Wednesdays and Fridays for ninety (90) minutes after 5:30 PM on such days; and the start times on such days may vary and shall be coordinated between Landlord and Tenant as necessary.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 During its hours of operation as described in paragraph 4.2 above, Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the School Restrooms as depicted on Exhibit A and also the bathrooms located in the Gymnasium Building, also as depicted on Exhibit A.

4.4 Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the Holy Cross Parish.

4.5 During its hours of operation as described in paragraph 4.2 above, Tenant shall have

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shared use with Landlord and Landlord's employees, guests, and invitees of the Play Structure Area as depicted on Exhibit A.

4.6 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraphs 4.3, 4.4, and 4.5 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the Holy Cross Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

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6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord, shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be

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excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraph 4.3 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or

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seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such

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consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion. Notwithstanding the foregoing, Tenant shall be allowed to place a sign on the fence in the location identified on Exhibit A, such sign content to be approved by Landlord in its reasonable discretion.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however. have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons,

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religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall

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be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
Holy Cross Parish
1321 Anna Street
Sacramento, CA 95605

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Janitorial Services. Tenant shall be responsible for providing janitorial services to the Premises at Tenant's sole cost.

26.0 Landscape Maintenance. Tenant shall maintain the Landscape Areas as identified on Exhibit A at its sole cost.

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27.0 Security Guard Services. Tenant shall provide licensed security guard services at its sole cost during those hours of operation when Landlord's CFF Classes coincide with Tenant's adult classes which are generally in the evenings on Monday, Wednesday, and Friday.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, gas, electricity, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or

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non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Most Rev. Myron J. Cotta

Its: Vicar General

Pastor of Holy Cross Parish, West Sacramento,
a corporation sole

By: Rev. Jacobo Caceres

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California
non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

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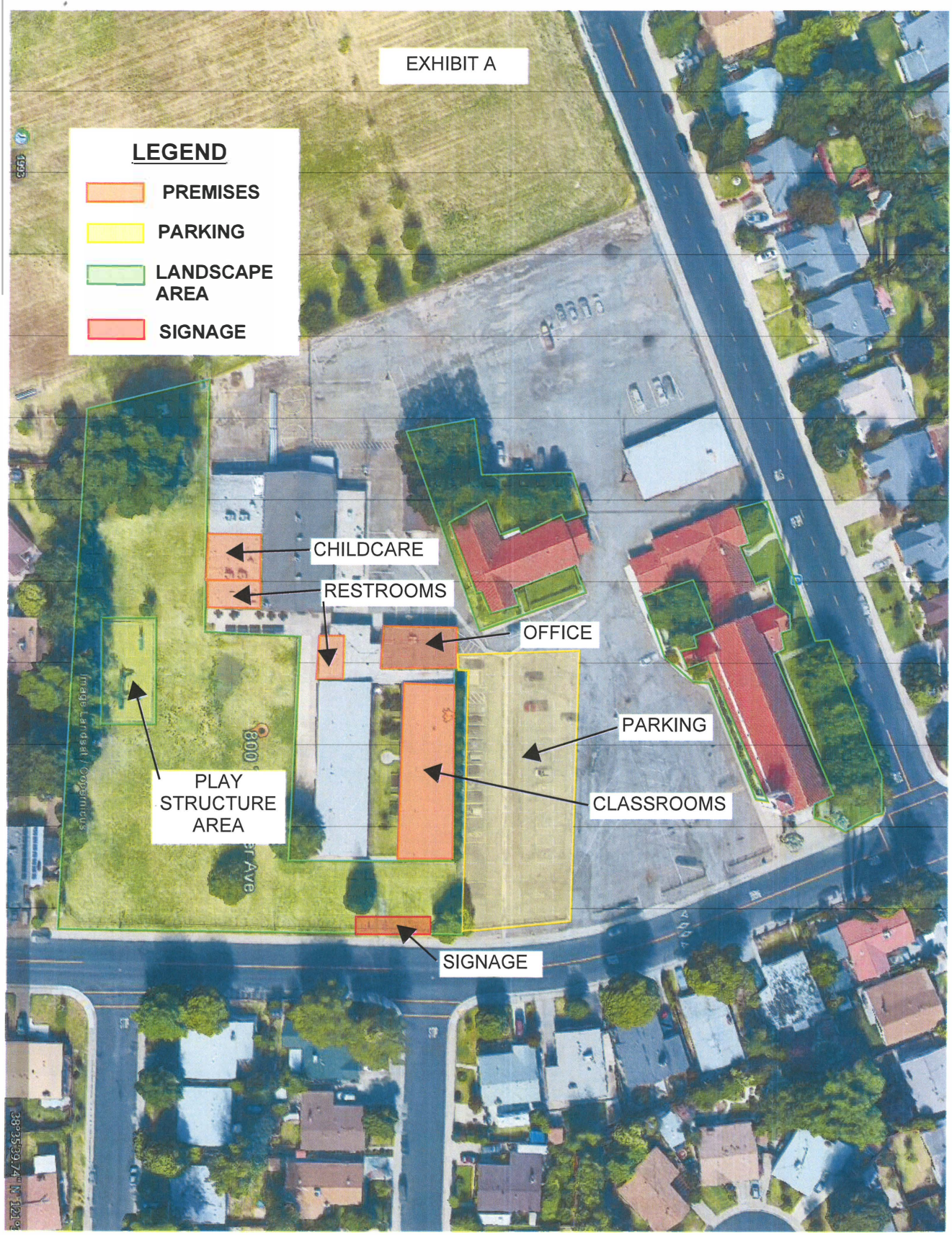

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EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg, S.T.D.
Vice-Chancellor

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031 - 1111 Howe Ave Multiple Suites.pdf

SEVENTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Seventh Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. PREMISES:

Pursuant to the 5th and 6th Amendment to the Lease, Lessee and Lessor agree that Suite 610, containing approx. 3,872 Rentable Square Feet, was not calculated as part of the overall Rentable Square Footage of the defined Premises. Therefore, the 25,479 RSF as stated in the first paragraph of Section 1 of the Sixth Amendment shall hereby be amended to 29,351 RSF. The deletion of Suite 550 containing approx. 949 RSF was thereby deleted, and the resulting Current Premises as defined in the first paragraph of Section 1 of the Sixth Amendment and is hereby amended to be approx. 28,402 RSF.

The Expansion Premises, as defined in the Sixth Amendment, is 11,814 RSF. Therefore, the parties agree that the Premises shall hereby be defined as Suites 115, 445, 450, 455, 460, 505, 510, 540, 555, 575, 595, 610, 630, 645 and 655, as further defined below. Therefore, the Premises is hereby amended from approx. 36,344 RSF to approx. 40,216 RSF in total:

Suite	RSF
115	2,479
450	1,896
445	2,860
455	1,535
460	4,083
505	3,457
510	3,049
540	2,786
555	1,192
575	832
595	1,363
610	3,872
630	3,774
645	1,133
655	5,905
Totals:	40,216

2. MONTHLY BASE RENT SCHEDULE:

The Base Rent Schedule calculations for the Expansion Premises pursuant to the Sixth Amendment to Lease inadvertently did not include the agreed upon real estate commission payable by Lessor for Newmark Commercial Real Estate in the amount of $13,164.03. The Monthly Base Rent Schedule for the Expansion Premises pursuant to the Sixth Amendment should have been calculated based on $1.64 RSF/month to compensate Lessor for the payment of the real estate commission due to Newmark Commercial Real Estate.

Therefore, the parties agree that the Monthly Base Rent Schedule shall be amended as follows:

Monthly Base Rent Schedule:	Current Premises:	Rate RSF/MO	Expansion Premises:	Rate RSF/MO	Total Monthly Base Rent:
May 1, 2025 - August 31, 2025:	$47,833.50	$1.68	$19,374.96	$1.64	$67,208.46
September 1, 2025 - March 31, 2026:	$48,324.10	$1.70	$19,375.00	$1.64	$67,699.10
April 1, 2026 - August 31, 2026:	$49,305.30	$1.74	$19,956.00	$1.69	$69,261.30
September 1, 2026 - March 31, 2027:	$49,795.90	$1.75	$19,956.00	$1.69	$69,751.90

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3. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted to 38.77% effective June 1, 2025.

4. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted to utilize up to one hundred-eighty parking spaces (180 based on a 4.5:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

5. **TENANT IMPROVEMENTS:**

Pursuant to the Sixth Amendment to Lease, Lessee has agreed to postpone the Lessor Work required for Suites 510 and 610 to a later date to be determined by Lessee.

Therefore, Lessor, at Lessor's sole cost, shall substantially complete the following Lessor Work to Suites 510 and 610 as described in the Sixth Amendment to Lease within Fifteen (15) Days from Lessor receiving written notice from Lessee to proceed with such Lessor Work.

In no event shall Lessor be required to perform any Lessor Work for Suites 510 and 610 any time after January 1, 2026.

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**
an individual

DocuSigned by:
By: Ethan Conrad
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Ethan Conrad

Date: 07/07/2025

AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School**
a non-profit organization

Signed by:
By: Bill McGuire
8CE05B9[illegible]
William McGuire, Executive Director

Date: 6/30/2025

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REVISED

SIXTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Sixth Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of Suites 115, 445, 455, 505, 550, 555, 575, 595, 610, 630, 645 and 655, containing approx. 25,479 Rentable Square Feet Effective May 12, 2025, Suite 550 shall be deleted from the Premises, consisting of 949 Rentable Square Feet, therefore resulting in approx. 24,530 Rentable Square Feet ("Current Premises").

Effective as of May 12, 2025, the Current Premises shall be expanded by approx. 11,814 Rentable Square Feet and shall include the following Suites in the Building ("Expansion Premises"). The Expansion Premises are further described on Exhibit A attached hereto:

Suite #	RSF
Suite 450	1,896
Suite 460	4,083
Suite 510	3,049
Suite 540	2,786
Expansion Premises	**11,814 RSF**

Collectively, the Current Premises and the Expansion Premises shall contain approx. 36,344 Rentable Square Feet consisting of Suites 115, 445, 450, 455, 460, 505, 510, 540, 555, 575, 595 and 610, 630, 645 and 655, and shall hereinafter be referred to collectively as the "Premises".

Lessee shall deliver Suite 550 to Lessor clean and free of any debris or personal property and in accordance with the Lease no later than June 1, 2025. Lessee shall pay a holdover fee of $55.00 per day beyond June 1, 2025 until Suite 550 is delivered to Lessor pursuant to this paragraph.

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be May 21, 2025, or upon delivery of the premises, whichever is later.

3. **MONTHLY BASE RENT SCHEDULE:**

Monthly Base Rent Schedule:	Current Premises:	Rate RSF/MO	Expansion Premises:	Rate RSF/MO	Total Monthly Base Rent:
May 1, 2025 - August 31, 2025:	$47,833.50	$1.95	$18,784.26	$1.59	$66,617.76
September 1, 2025 - March 31, 2026:	$48,324.10	$1.97	$18,784.00	$1.59	$67,108.10
April 1, 2026 - August 31, 2026:	$49,305.30	$2.01	$19,348.00	$1.64	$68,653.30
September 1, 2026 - March 31, 2027:	$49,795.90	$2.03	$19,348.00	$1.64	$69,143.90

For "current premises", use 5th amendment schedule

* Base Rent for the Expansion Premises shall be prorated for the period from May 12 – 31, 2025.

4. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 23.9% to 35.03% effective May 21, 2025, or upon delivery of the expansion premises, whichever is later.

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031 - 1111 Howe Ave Multiple Suites.pdf

5. PARKING:

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted to utilize up to one hundred-sixty-three parking spaces (163 based on a 4.5:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

6. TENANT IMPROVEMENTS:

Lessor shall deliver the Expansion Premises in good working order and repair, including all ceiling tiles, light fixtures, window blinds and door entrance hardware.

Lessor, at Lessor's sole cost, shall substantially complete the following Lessor Work to certain Suites contained in the Expansion Premises, as further described on Exhibits B-1 and B-2, within Fifteen (15) Days from the full execution of this Sixth Lease Amendment:

Lessor Work

Suite 450:	A. Remove interior partition and entrance door. Fill removed door area with partition, patch and paint.
	B. Cover exterior glass widow with ¾" plywood and paint flat black on both sides.
Suite 460:	No Work required.
Suite 510:	A. Remove interior hallway partition and door. Patch and paint affected areas. Patch carpet to substantially match existing carpet.
Suite 540:	No Work required.
Suite 610:	Install approx. 5' lineal feet of new wall partition. Patch and paint to match the existing walls.

7. EARLY POSSESSION:

In reference to section 1.4 of this Lease, upon the full execution and delivery of this Sixth Amendment, Lessee shall enjoy free Early Possession of the Expansion Premises provided that Lessee does not materially interfere with Lessor's work as described above.

8. REAL ESTATE COMMISSIONS:

Lessor shall pay Newmark Knight Frank a real estate commission equal to three percent (3.0%) of the aggregate gross paid rent for the above Expansion Premises within ten (10) business days from the execution of this Lease Amendment.

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**
an individual

DocuSigned by:
By: Ethan Conrad
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Ethan Conrad

Date: 06/06/2025

AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School**
a non-profit organization

Signed by:
By: Bill McGuire
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Executive Director

Date: 5/27/2025

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Exhibit A
Expansion Premises

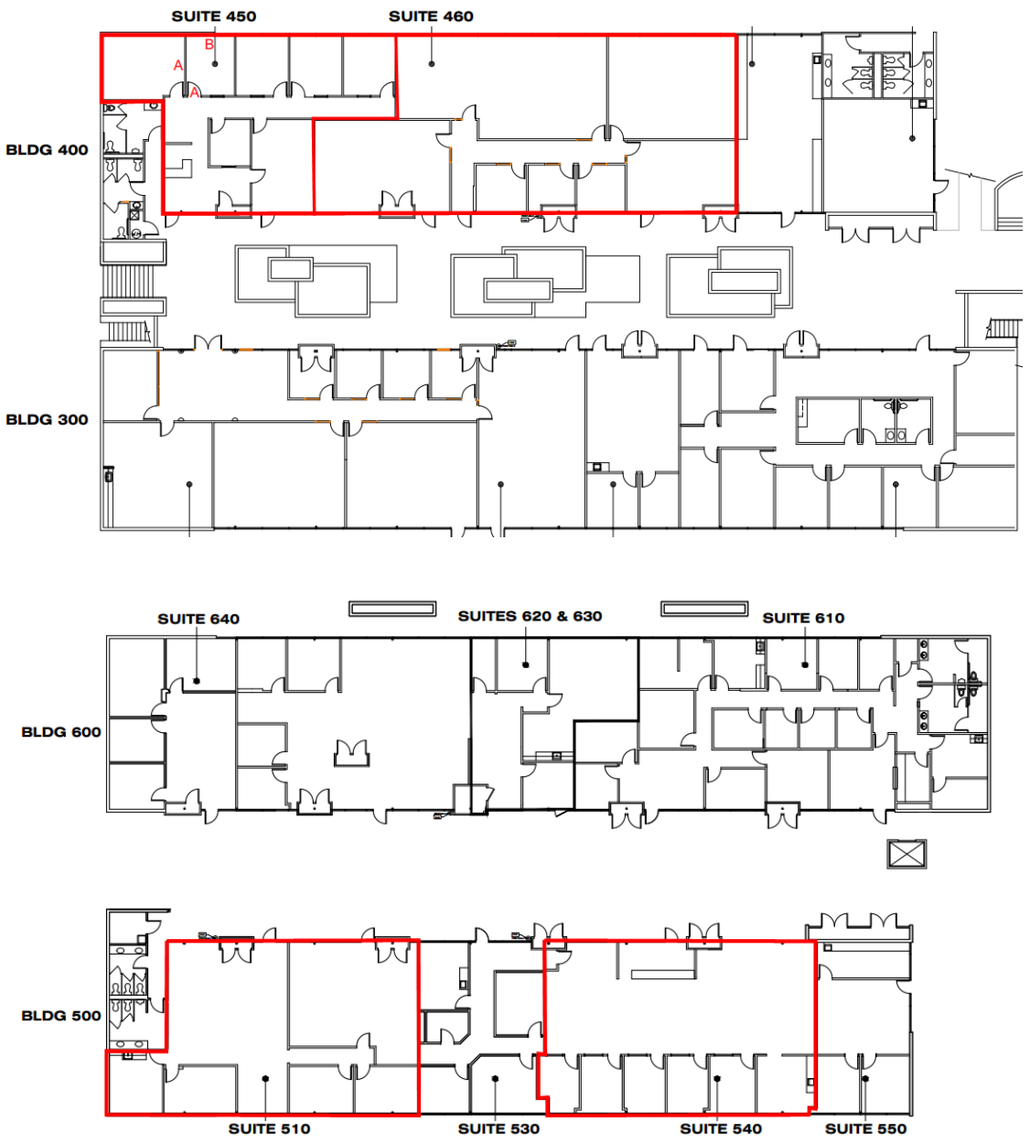

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EXHIBIT B - 1
LESSOR WORK

Suite 450: A. Remove interior partition and entrance door. Fill removed door area with partition, patch and paint.

B. Cover exterior glass widow with ¾" plywood and paint flat black on both sides.

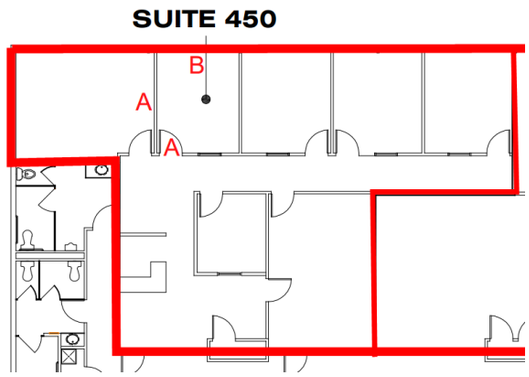

Suite 460: No Work required.

Suite 510: A. Remove interior hallway partition and door. Patch and paint affected areas. Patch carpet to substantially match existing carpet.

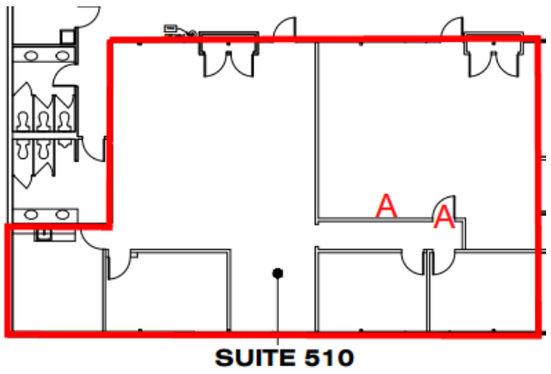

Suite 610: A. Install approx. 5' lineal feet of new wall partition. Patch and paint to match the existing walls.

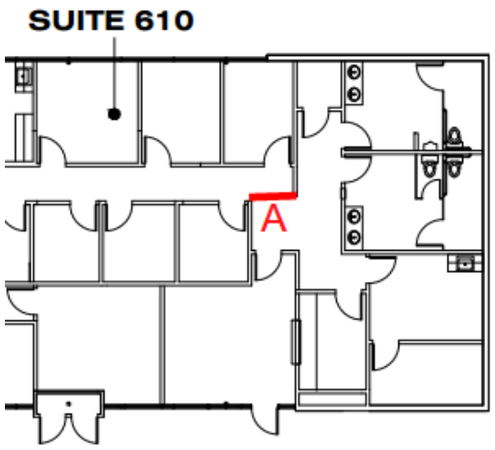

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ETHAN CONRAD
PROPERTIES INC.

March 10, 2025

Enrique Rivera
Highlands Charter School
1333 Grand Ave. Blvd. B
Sacramento, CA 95838

Re: 2024 CAM Expense Reconciliation and 2025 Estimated CAM Expenses

Dear Enrique,

Per your lease agreement at 1111 Howe Avenue, this letter is being sent to inform you that we have reconciled CAM expenses for 2024 and estimated the 2025 CAM expenses for your building.

The summary of your 2024 CAM Reconciliation is shown below**.** Please remit the balance due within 10 days. If you are due a credit, it will be applied within 10 days.

Expense Pool	Annual Expense	Expense Cap	Your Share	Total Billed	Est Adj	Amount Owed
Renewal 115, 630, 655						
Insurance	29,712.70	.00	708.27	539.70	.00	168.57
Maint. & repair (fixed exp.)	290,637.96	.00	6,928.02	5,279.01	.00	1,649.01
Maint. & repair (variable exp.)	209,858.80	.00	5,002.46	3,811.74	.00	1,190.72
Utilities	346,988.78	.00	8,271.27	6,302.55	.00	1,968.72
Total	**$877,198.24**	**$ .00**	**$20,910.02**	**$15,933.00**	$ **.00**	**$4,977.02**
Expansion 445, 455, 505, 550, 555, 575, 595, 610, 645						
Insurance	22,284.52	.00	.00	.00	.00	.00
Maint. & repair (fixed exp.)	217,978.47	.00	.00	.00	.00	.00
Maint. & repair (variable exp.)	157,394.10	.00	.00	.00	.00	.00
Utilities	260,241.58	.00	.00	.00	.00	.00
Total	**$657,898.67**	**$ .00**	**$ .00**	$ **.00**	$ **.00**	$ **.00**
Total			**$20,910.02**	**$15,933.00**	$ **.00**	**$4,977.02**

We work hard to manage our properties well and control our operating expenses. We do this to keep your cost down. Effective April 1, 2025 and until further notice, your estimated monthly CAM charges will be as follows:

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Estimated CAM	1,742.50	Suites 115,630,655
Estimated CAM	2,464.12	Suites - Expansions
TOTAL	**$4,206.62**	

For clarity, this amount is due on the first of every month with the Base Monthly Rent.

Please see the attached documents for the detail of the 2024 CAM reconciliation and the calculation methods. We appreciate having you as a tenant, and we value your input. If you have any questions, please let us know.

Sincerely,

Janice Sirois
Lease Administration Manager

Suite	CAM
115	$ 355.29
630	$ 540.89
655	$ 846.31
	$ 1,742.50

Suite 550 terminated effective 06.01.25

Suite	445	$	629.90
Suite	505	$	495.46
Suite	550	$	136.01
Suite	555	$	170.84
Suite	575	$	119.24
Suite	595	$	195.35
Suite	610	$	554.94
Suite	645	$	162.38
		$	2,464.12

New CAM Total: $2,328.11

1300 National Drive, Suite 100 Sacramento, CA 95834
(916) 779-1000 Fax (916) 779-1200
www.ethanconradprop.com

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CALCULATION METHOD

Actual Expense * gross up % * # of days =Annual Expense (prorated)
(Annual Expense (prorated) - Base year amount) * Prorata % = Your Share

Note: If your lease contains an Operating Expense Cap and the Annual Expenses are greater than your CAP, we would replace the Annual Expense amount in this formula with the CAP amount.

2024 Lease Recovery Detail

Expense Pool	Actual Expenses	Gross Up	Days Occup	Annual Expenses (Prorated)	Base Year Amount (Prorated)	Prorata %	Your Share
Renewal 115, 630, 655							
Insurance	29,712.70	0.00%	366	29,712.70	23,606.13	11.60%	708.27
Maint. & repair (fixed exp.)	290,637.96	0.00%	366	290,637.96	230,905.88	11.60%	6,928.02
Maint. & repair (variable exp.)	147,740.55	95.00%	366	209,858.80	166,728.50	11.60%	5,002.46
Utilities	244,280.02	95.00%	366	346,988.78	275,675.46	11.60%	8,271.27
Total	**$712,371.23**			**$877,198.24**	**$696,915.97**		**$20,910.02**
Expansion 445, 455, 505, 550, 555, 575, 595, 610, 645							
Insurance	29,712.70	0.00%	275	22,284.52	22,284.52	16.40%	.00
Maint. & repair (fixed exp.)	290,637.96	0.00%	275	217,978.47	217,978.47	16.40%	.00
Maint. & repair (variable exp.)	147,740.55	95.00%	275	157,394.10	157,394.10	16.40%	.00
Utilities	244,280.02	95.00%	275	260,241.58	260,241.59	16.40%	.00
Total	**$712,371.23**			**$657,898.67**	**$657,898.68**		**$ .00**
Total							**$20,910.02**

2024 Expense Detail by Pool

Expense Pool	Description	Expense
Insurance		
	Insurance (CAM)	29,712.70
Total Insurance		**29,712.70**
Maint. & repair (fixed exp.)		
	Day Porter - Contract Service (CAM)	31,446.20
	Elevator - Permits/Load Testing (CAM)	3,870.14
	Elevator - Quarterly Monitoring (CAM)	9,083.70
	Fire & Alarm - Fire Lines (CAM)	1,124.76
	Fire & Alarm - Monthly (CAM)	473.30
	HVAC - Quarterly Maint. (CAM)	8,397.17
	HVAC - Service Call (CAM)	2,918.12
	Janitorial - Contract Service (CAM)	137,723.69
	Landscape - Monthly Service (CAM)	16,200.00
	Landscape - Preemergent Services (CAM)	358.00
	Lighting & Electrical - Light Audits (CAM)	144.00
	Maintenance - Pressure Washing (CAM)	2,058.93
	Parking Lot - Sweeping - Monthly (CAM)	2,410.20
	Pest Control - Monthly (CAM)	1,140.00
	Plumbing - Backflow Testing (CAM)	75.00
	Security - Monthly Service (CAM)	69,799.19
	Signage (CAM)	3,415.56
Total Maint. & repair (fixed exp.)		**290,637.96**

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Maint. & repair (variable exp.)		
	Carpet & Flooring - Repair (CAM)	168.21
	Day Porter - Additional Items (CAM)	9,083.36
	Doors - Non-Recurring (CAM)	3,324.87
	Elevator - Non-Recurring (CAM)	6,471.00
	Fire & Alarm - Fire Extinguisher Srvc (CAM)	1,922.02
	Fire & Alarm - Non-Recurring (CAM)	154.04
	HVAC - Non-Recurring (CAM)	2,851.15
	HVAC - Replacement (CAM)	2,737.57
	Janitorial - Additional Cleaning (CAM)	1,075.00
	Janitorial - Supplies (CAM)	737.41
	Landscape - Irrigation Repairs (CAM)	2,734.00
	Landscape - Non-Recurring (CAM)	2,610.00
	Landscape - Seasonal Planting/Bark (CAM)	580.00
	Lighting & Electrical - Non-Recurring (CAM)	2,122.03
	Lighting & Electrical - Regular (CAM)	1,398.95
	Lighting & Electrical - Replace Light Bulbs (CAM)	2,045.41
	Locks & keys (CAM)	6,261.48
	Maintenance (CAM)	655.84
	Management Fees (CAM)	54,867.49
	Painting - Graffiti Removal (CAM)	1,381.31
	Painting - Non-Recurring (CAM)	978.15
	Parking Lot - Non-Recurring (CAM)	8,081.51
	Pest Control - Non-Recurring (CAM)	99.00
	Plumbing - Non-Recurring (CAM)	7,038.39
	Professional Services (CAM)	4,529.95
	Repairs (CAM)	678.79
	Repairs - Non-Recurring (CAM)	362.78
	Roof - Cleaning (CAM)	5,435.01
	Roof - Non-Recurring (CAM)	19,864.07
	Roof - Repair (CAM)	-15,122.89
	Roof - Replace Ceiling Tiles (CAM)	5,776.73
	Windows & Blinds - Cleaning - Exterior (CAM)	1,588.95
	Windows & Blinds - Cleaning - Interior (CAM)	-7,091.59
	Windows & Blinds - Non-Recurring (CAM)	10,850.67
	Windows & Blinds - Repair (CAM)	1,489.89
Total Maint. & repair (variable exp.)		**147,740.55**
Property Taxes		
	Property Tax (CAM)	95,559.94
Total Property Taxes		**95,559.94**
Utilities		
	Electricity (CAM)	181,940.56
	Sewer (CAM)	13,350.10
	Storm Drain - Utility Provider (CAM)	2,733.05
	Trash - Regular (CAM)	8,360.35
	Trash - Special Pickup/Dump Run (CAM)	1,116.74
	Water (CAM)	36,779.22
Total Utilities		**244,280.02**
TOTAL		**807,931.17**

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FIFTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Fifth Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of Suites 115, 630 and 655, containing approx. 12,158 rsf ("Current Premises"). Effective as of April 1, 2024, the Current Premises shall be expanded to include the following Suites in the Building ("Expansion Premises"), as further described on Exhibit A attached:

Suite #	RSF
Suite 445	2,860
Suite 455	1,535
Suite 505	3,457
Suite 550	949
Suite 555	1,192
Suite 575	832
Suite 595	1,363
Suite 610	3,872
Suite 645	1,133
Total Expansion Premises	**17,193 RSF**

Collectively, the Current Premises and the Expansion Premises shall contain approx. 25,479 Rentable Square Feet and shall hereinafter be referred to collectively as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for Seven (7) Months, and therefore the Lease Expiration Date shall be modified from August 31, 2026 to March 31, 2027.

The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as April 1, 2024.

3. **MONTHLY BASE RENT SCHEDULE:**

Monthly Base Rent Schedule:	Current Premises:	Expansion Premises:	Total Monthly Base Rent:
April 1, 2024 – August 31, 2024:	$21,002.00	$27,165.00	$48,167.00
September 1, 2024 – March 31, 2025:	$21,632.00	$27,165.00	$48,797.00
April 1, 2025 – August 31, 2025:	$21,632.00	$27,980.00	$49,612.00
September 1, 2025 – March 31, 2026:	$22,281.00	[illegible]	$50,261.00
April 1, 2026 – August 31, 2026:	$22,281.00	[illegible]	$51,100.00
September 1, 2026 – March 31, 2027:	$22,949.00	[illegible]	$51,768.00

$26,201.50

$27,040.50

4. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 11.4% to 23.9% effective April 1, 2024.

DS
Initials:

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DocuSign Envelope ID: E41D6FE8-CA1C-49A2-A61D-D8F036FF36FD

5. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted to utilize up to one hundred-fifteen parking spaces (115 based on a 4.5:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

6. **TENANT IMPROVEMENTS:**

Lessor shall deliver the Expansion Premises in good working order and repair, including all ceiling tiles, light fixtures, window blinds and door entrance hardware.

Lessor, at Lessor's sole cost, shall substantially complete the following Lessor Work to certain Suites contained in the Expansion Premises, as further described on Exhibits B-1 and B-2, within Fifteen (15) Days from the full execution of this Fifth Lease Amendment:

Lessor Work

Suite 445	1. Construct new 4'0"w x 7'0"h wrapped opening to connect #455. See Exhibit B-1.
Suite 455	2. Install new Building Standard carpet to substantially match #445. See Exhibit B-1.
Suite 505	1. Relocate interior Door as shown on Exhibit A. 2. Fill wall area to match. Patch and paint affected wall areas. See Exhibit B-1
Suite 550	1. Demo 2 interior offices. Patch and paint to match affected areas. 2. Demo wall cabinets. Patch and paint to match affected areas. 3. Install new Building Standard Carpet and Rubber Base. See Exhibit B-2
Suite 610	1. Demo interior wall partitions to create two (2) large offices. 2. Remove two (2) interior office doors and fill wall area. 3. Demo interior wall partition to create Conference Room. 4. Construct new interior partition wall. 5. Relocate door from item a. above. 6. Patch carpet and patch and paint to match affected wall areas above. See Exhibit B-2

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**
an individual

DocuSigned by:
By: Ethan Conrad
A5A6A4EFFA9B4D3...
Ethan Conrad

Date: 03/27/2024

AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School**
a non-profit organization

By: _____
Murdock Smith, Executive Director

Date: 3-25-24

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DocuSign Envelope ID: E41D6FE8-CA1C-49A2-A61D-D8F036FF36FD

Exhibit A - Expansion Premises

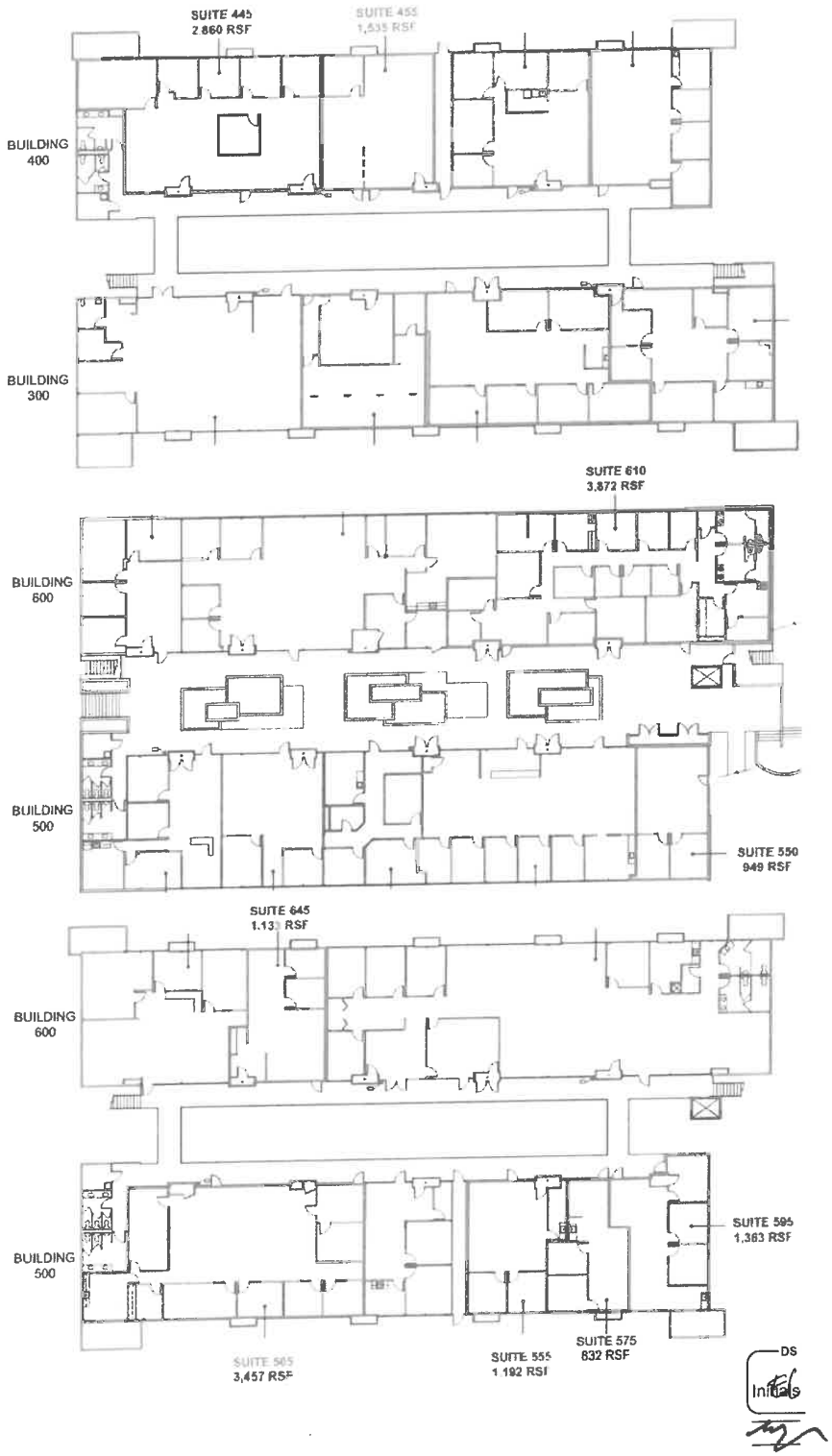

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DocuSign Envelope ID: E41D6FE8-CA1C-49A2-A61D-D8F036FF36FD

EXHIBIT B-1
LESSOR WORK

Suite 445 **1. Create 4'0"w x 7'0"h wrapped opening to connect #455.**

Suite 455 **2. Install new standard carpet and base to substantially match #445.**

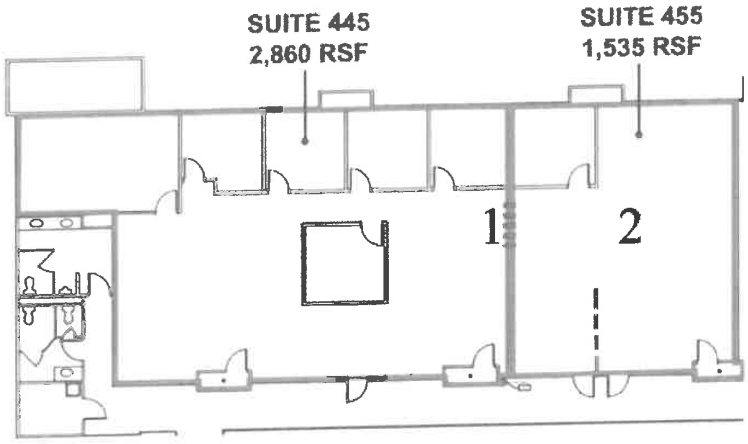

Suite 505 **1. Relocate interior Door.**
2. Fill wall area to match. Patch and paint affected wall areas.

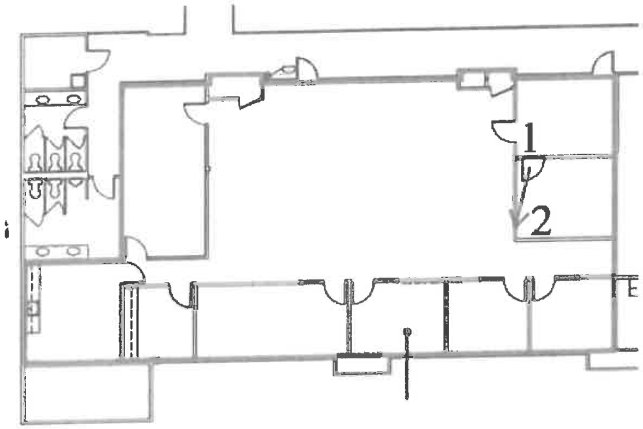

SUITE 505
3,457 RSF

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EXHIBIT B-2
LESSOR WORK

Suite 550

1. Demo 2 interior offices. Patch and paint to match affected areas.
2. Demo wall cabinets. Patch and paint to match affected areas.
3. Install new Building Standard Carpet and Rubber Base.

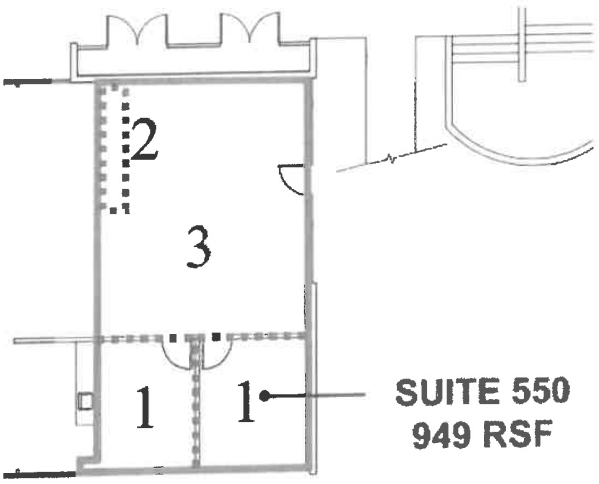

Suite 610

1. Demo interior wall partitions to create two (2) large offices.
2. Remove two (2) interior office doors and fill wall area.
3. Demo interior wall partition to create Conference Room.
4. Construct new interior partition wall.
5. Relocate door from item #1 above.
6. Patch carpet and patch and paint to match affected wall areas above.

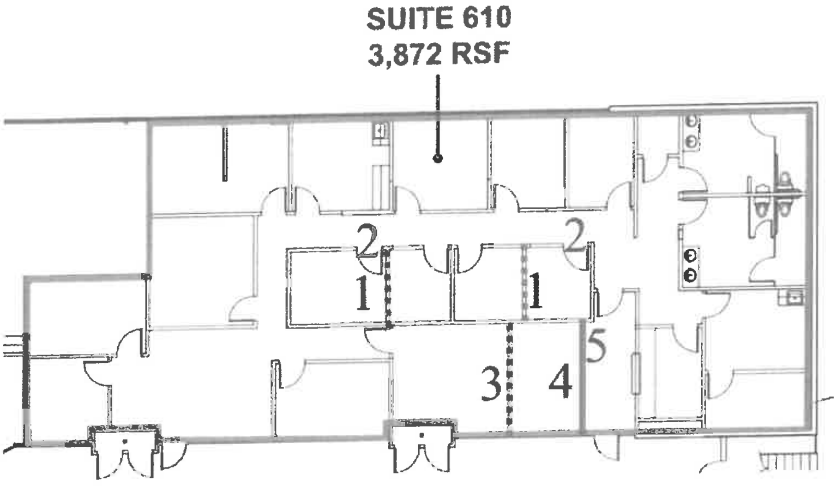

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Initials

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

1111 Howe Avenue 2023 CAM Reconciliation and 2024 CAM Estimate

Yari Malihan <yari@ethanconradprop.com> Wed, Mar 20, 2024 at 11:33 AM
To: Accounts Payable Accounts Payable <ap@hccts.org>, Janice Sirois <janice@ethanconradprop.com>

Hello,

Those amounts are shown below.

ste 115	$	272.69
ste 600	$	415.14
ste 655	$	670.17

Regards,

Yari Malihan

Lease Analyst

ETHAN CONRAD PROPERTIES INC.

1300 National Drive, Suite 100

Sacramento, CA 95834

O: 916.779.1000

F: 916.779.1200

From: Accounts Payable Accounts Payable <ap@hccts.org>
Sent: Monday, March 18, 2024 1:53 PM
To: Janice Sirois <janice@ethanconradprop.com>

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Cc: Yari Malihan <yari@ethanconradprop.com>
Subject: Re: 1111 Howe Avenue 2023 CAM Reconciliation and 2024 CAM Estimate

EXTERNAL EMAIL

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March 18, 2024

Enrique Rivera
Highlands Charter School
1333 Grand Ave. Blvd. B
Sacramento, CA 95838

Re: 2023 CAM Expense Reconciliation and 2024 Estimated CAM Expenses

Dear Enrique,

Per your lease agreement at 1111 Howe Avenue, this letter is being sent to inform you that we have reconciled CAM expenses for 2023 and estimated the 2024 CAM expenses for your building.

The summary of your 2023 CAM Reconciliation is shown below**.** Please remit the balance due within 10 days. If you are due a credit, it will be applied within 10 days.

Expense Pool	Annual Expense	Expense Cap	Your Share	Total Billed	Est Adj	Amount Owed	2024 Estimate
Renewal 115, 655							
Insurance	15,670.53	.00	233.12	171.60	.00	61.52	.00
Maint. & repair (fixed exp.)	225,418.61	.00	3,353.44	2,468.77	.00	884.67	.00
Maint. & repair (variable exp.)	153,100.00	.00	2,277.59	1,676.75	.00	600.84	.00
Utilities	176,580.17	.00	2,626.90	1,933.88	.00	693.02	.00
Total	**$570,769.31**	**$.00**	**$8,491.05**	**$6,251.00**	**$.00**	**$2,240.05**	**$.00**
Expansion 630							
Insurance	15,670.53	.00	45.61	29.40	.00	16.21	.00
Maint. & repair (fixed exp.)	225,418.61	.00	656.06	422.55	.00	233.51	.00
Maint. & repair (variable exp.)	153,100.00	.00	445.58	287.00	.00	158.58	.00
Utilities	176,580.17	.00	513.92	331.05	.00	182.87	.00
Total	**$570,769.31**	**$.00**	**$1,661.17**	**$1,070.00**	**$.00**	**$591.17**	**$.00**
Renewal 115, 630, 655							
Insurance	7,835.27	.00	169.03	135.84	.00	33.19	824.74
Maint. & repair (fixed exp.)	112,709.30	.00	2,431.50	1,954.16	.00	477.34	11,889.31
Maint. & repair (variable exp.)	76,550.00	.00	1,651.43	1,327.24	.00	324.19	10,377.31
Utilities	88,290.08	.00	1,904.70	1,530.76	.00	373.94	11,966.06
Total	**$285,384.65**	**$.00**	**$6,156.66**	**$4,948.00**	**$.00**	**$1,208.66**	**$35,057.42**

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Total			**$16,308.88**	**$12,269.00**	**$.00**	**$4,039.88**	**$35,057.42**

We work hard to manage our properties well and control our operating expenses. We do this to keep your cost down. Effective April 1, 2024 and until further notice, your estimated monthly CAM charges will be as follows:

Estimated CAM **$1,358.00**

For clarity, this amount is due on the first of every month with the Base Monthly Rent.

Please see the attached documents for the detail of the 2023 CAM reconciliation and the calculation methods. We appreciate having you as a tenant, and we value your input. If you have any questions, please let us know.

Sincerely,

Janice Sirois
Lease Administration Manager

1300 National Drive, Suite 100 Sacramento, CA 95834
(916) 779-1000 Fax (916) 779-1200
www.ethanconradprop.com

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CALCULATION METHOD

Actual Expense * gross up % * # of days =Annual Expense (prorated)
(Annual Expense (prorated) - Base year amount) * Prorata % = Your Share

Note: If your lease contains an Operating Expense Cap and the Annual Expenses are greater than your CAP, we would replace the Annual Expense amount in this formula with the CAP amount.

2023 Lease Recovery Detail

Expense Pool	Actual Expenses	Gross Up	Days Occup	Annual Expenses (Prorated)	Base Year Amount (Prorated)	Prorata %	Your Share
Renewal 115, 655							
Insurance	23,505.80	0.00%	243	15,670.53	12,755.94	8.00%	233.12
Maint. & repair (fixed exp.)	312,455.44	0.00%	243	225,418.61	183,492.59	8.00%	3,353.44
Maint. & repair (variable exp.)	233,493.57	95.00%	243	153,100.00	124,624.65	8.00%	2,277.59
Utilities	239,693.56	95.00%	243	176,580.17	143,737.70	8.00%	2,626.90
Total	**$809,148.37**			**$570,769.31**	**$464,610.88**		**$8,491.05**
Expansion 630							
Insurance	23,505.80	0.00%	243	15,670.53	14,403.81	3.60%	45.61
Maint. & repair (fixed exp.)	312,455.44	0.00%	243	225,418.61	207,196.99	3.60%	656.06
Maint. & repair (variable exp.)	233,493.57	95.00%	243	153,100.00	140,724.22	3.60%	445.58
Utilities	239,693.56	95.00%	243	176,580.17	162,306.39	3.60%	513.92
Total	**$809,148.37**			**$570,769.31**	**$524,631.41**		**$1,661.17**
Renewal 115, 630, 655							
Insurance	23,505.80	0.00%	122	7,835.27	6,377.96	11.60%	169.03
Maint. & repair (fixed exp.)	312,455.44	0.00%	122	112,709.30	91,746.15	11.60%	2,431.50
Maint. & repair (variable exp.)	233,493.57	95.00%	122	76,550.00	62,312.23	11.60%	1,651.43
Utilities	239,693.56	95.00%	122	88,290.08	71,868.74	11.60%	1,904.70
Total	**$809,148.37**			**$285,384.65**	**$232,305.08**		**$6,156.66**
Total							**$16,308.88**

2023 Expense Detail by Pool

Expense Pool	Description	Expense
Insurance		
	Passthru Insurance	23,505.80
Total Insurance		**23,505.80**
Maint. & repair (fixed exp.)		
	CAM - Light Audits	144.00
	CAM Monthly Sweeping Srvc	2,410.20
	CAM- Fire Lines	2,272.59
	Day Porter Contract Service	31,252.55
	Elevator - Permits/Load Testing	4,575.00
	Elevator - Quarterly Monitoring	4,554.60
	Elevator - Repairs	869.12
	HVAC - Service Call	38,200.88
	HVAC- Quarterly Maintenance	21,039.06

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	Janitorial Contract Service	141,915.56
	Landscape - Preemergent Services	358.00
	Monthly Landscape Service	16,200.00
	Painting - Recurring	1,153.88
	Parking Lot - Regular Service	471.60
	Passthru Fire/Alarm	2,502.25
	Passthru Pest Control	950.00
	Passthru Plumbing	8,609.25
	Passthru Signage - CAM	3,293.06
	Plumbing - Backflow Repair	224.23
	Plumbing- Backflow Testing	70.00
	Pressure Washing	2,244.92
	Security Monthly Service	29,144.69
Total Maint. & repair (fixed exp.)		**312,455.44**
Maint. & repair (variable exp.)		
	CAM Exterior Window Cleaning	1,471.25
	CAM Interior Window Cleaning	1,471.25
	CAM Replace Ceiling Tiles	8,599.06
	CAM Roof Cleaning	2,260.44
	CAM- Replace Light Bulbs	25.18
	Carpet Cleaning	1,243.48
	Day Porter Additional Items (CAM)	1,704.00
	Fence/Enclosure Repair	1,490.00
	Fire Extinguisher Srvc	1,286.47
	Graffiti Removal	253.06
	HVAC Non-Recurring	72,119.14
	Janitorial Additional Cleaning (CAM)	845.00
	Janitorial Supplies	-8.97
	Landscape - Irrigation Repairs	1,549.00
	Landscape - Seasonal Planting/Bark	8,920.50
	Non-Recurring Passthru Door Repair	9,837.56
	Non-Recurring Passthru Lighting/Electrical	2,417.47
	Non-Recurring Passthru Pkg Lot Repairs/Maint	-3,334.57
	Passthru Carpet/Flooring	6,454.60
	Passthru Door Repair	1,462.82
	Passthru HVAC Replacement	2,564.87
	Passthru Lighting/Electrical	1,388.98
	Passthru Locks & keys	8,788.40
	Passthru Management	57,917.16
	Passthru Professional Svcs	9,690.14
	Passthru Windows & Blinds	-8,867.38
	Passthru Windows & Blinds Non-Recurring	10,357.27
	Pest Control - Non-Recurring - Special Calls	475.00
	Plumbing - Non-Recurring	15,230.95
	Repairs - Non-Recurring	2,293.72
	Repairs - Recurring	2,153.80
	Roof Repair/Service	2,754.77
	Tree Service	7,484.00
	Window Replacement	1,195.15
Total Maint. & repair (variable exp.)		**233,493.57**
Property Taxes		
	Passthru Property Tax	94,481.42
Total Property Taxes		**94,481.42**
Utilities		
	CAM - Storm Drain Service - Utility Provider	2,615.88
	CAM Included - Regular Trash Service	5,810.42
	CAM Included - Special Pickup/Dump Run	555.24
	Passthru Electricity	185,513.05

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	Passthru Sewer	12,789.66
	Passthru Storm Drain	319.06
	Passthru Water	32,090.25
Total Utilities		**239,693.56**
TOTAL		**903,629.79**

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

1111 Howe Avenue 2022 CAM Reconciliation and 2023 CAM Estimate

Yari Malihan <yari@ethanconradprop.com> Wed, Mar 8, 2023 at 2:23 PM
To: Accounts Payable Accounts Payable <ap@hccts.org>, Janice Sirois <janice@ethanconradprop.com>

Hello,

The estimated CAM for Suite 630 is $214/mo and $1,237/mo for 115 & 655.

Suite 115 - $351.25

Suite 655 - $885.75

Please let me know if you have any further questions.

Thank you!

Regards,

Yari Malihan

Lease Analyst

ETHAN CONRAD PROPERTIES INC.

1300 National Drive, Suite 100

Sacramento, CA 95834

O: 916.779.1000

F: 916.779.1200

From: Accounts Payable Accounts Payable <ap@hccts.org>
Sent: Wednesday, March 8, 2023 1:57 PM
To: Janice Sirois <janice@ethanconradprop.com>

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Cc: Yari Malihan <yari@ethanconradprop.com>
Subject: Re: 1111 Howe Avenue 2022 CAM Reconciliation and 2023 CAM Estimate

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FOURTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Fourth Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of Suites 115 and 655, containing approx. 8,384 rsf ("Current Premises"). Effective as of August 1, 2021, the Current Premises shall be expanded to include Suite 630, consisting of approx. 3,774 rsf ("Expansion Premises"), as further described on Exhibit A attached hereto. Collectively, the Current Premises and the Expansion Premises shall contain approx. 12,158 rsf and shall hereinafter be referred to as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for three (3) years, and therefore the Lease Expiration Date shall be modified to be August 31, 2026. The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as August 1, 2021.

3. **MONTHLY BASE RENT SCHEDULE:**

Monthly Base Rent Schedule	Current Premises	Expansion Premises	Total Monthly Base Rent
August 1, 2021 – August 30, 2021:	$13,254.00	$0.00	$13,254.00
September 1, 2021 – September 30, 2021:	$13,651.00	$0.00	$13,651.00
October 1, 2021 – August 30, 2022:	$13,651.00	$6,145.00	$19,796.00
September 1, 2022 – August 30, 2023:	$14,061.00	$6,329.00	$20,390.00
September 1, 2023 – August 30, 2024:	$14,483.00	$6,519.00	$21,002.00
September 1, 2024 – August 30, 2025:	$14,917.00	$6,715.00	$21,632.00
September 1, 2025 – August 30, 2026:	$15,365.00	$6,916.00	$22,281.00

3% increase in rent each cycle

4. **TENANT IMPROVEMENTS:**

Lessor, at Lessor's cost, shall substantially complete the following improvements, as further described on Exhibit A, prior to August 1, 2021:

A. Remove approx. 30' lineal feet of full height interior partition and repair any ceiling and flooring as a result of such removal. The location of the wall is depicted on Exhibit A.

B. Construct two (2) equal size offices with doors, hardware and 12" glass sidelights to match existing.

C. Install two (2) new telephone and data outlets in each office on new walls.

5. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 8.02% to 11.4% effective August 1, 2021.

6. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted utilize up to forty-eight (48) parking spaces (4:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

Initials

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7. **BUILDING SIGNAGE:**

Lessee shall have the right, at Lessee's sole cost, to install Building Top illuminated signage at the location depicted on Exhibit B attached hereto. The estimated size of the sign afforded to Lessee shall be no more than 3'H x 20'L or no more than 60 sq. ft. total size.

Such signage shall be consistent with Lessor's overall signage program and formal written approval from Lessor and the City of Sacramento. Lessee shall be responsible for the installation, repair and maintenance of such signage during the term of the Lease and shall remove such signage at the expiration of the Lease term and restore any affected areas of the Building at Lessee's sole cost.

Lessee shall obtain a Signage Permit for such signage and provide Lessor with detained plans prior to any Permit submittal or installation for Lessor's prior written approval.

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**

By: _____
Ethan Conrad

Date: 7/23/21

AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School a non-profit organization**

By: _____
Murdock Smith, Executive Director

Date: 7/22/2021

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Exhibit A
Expansion Premises

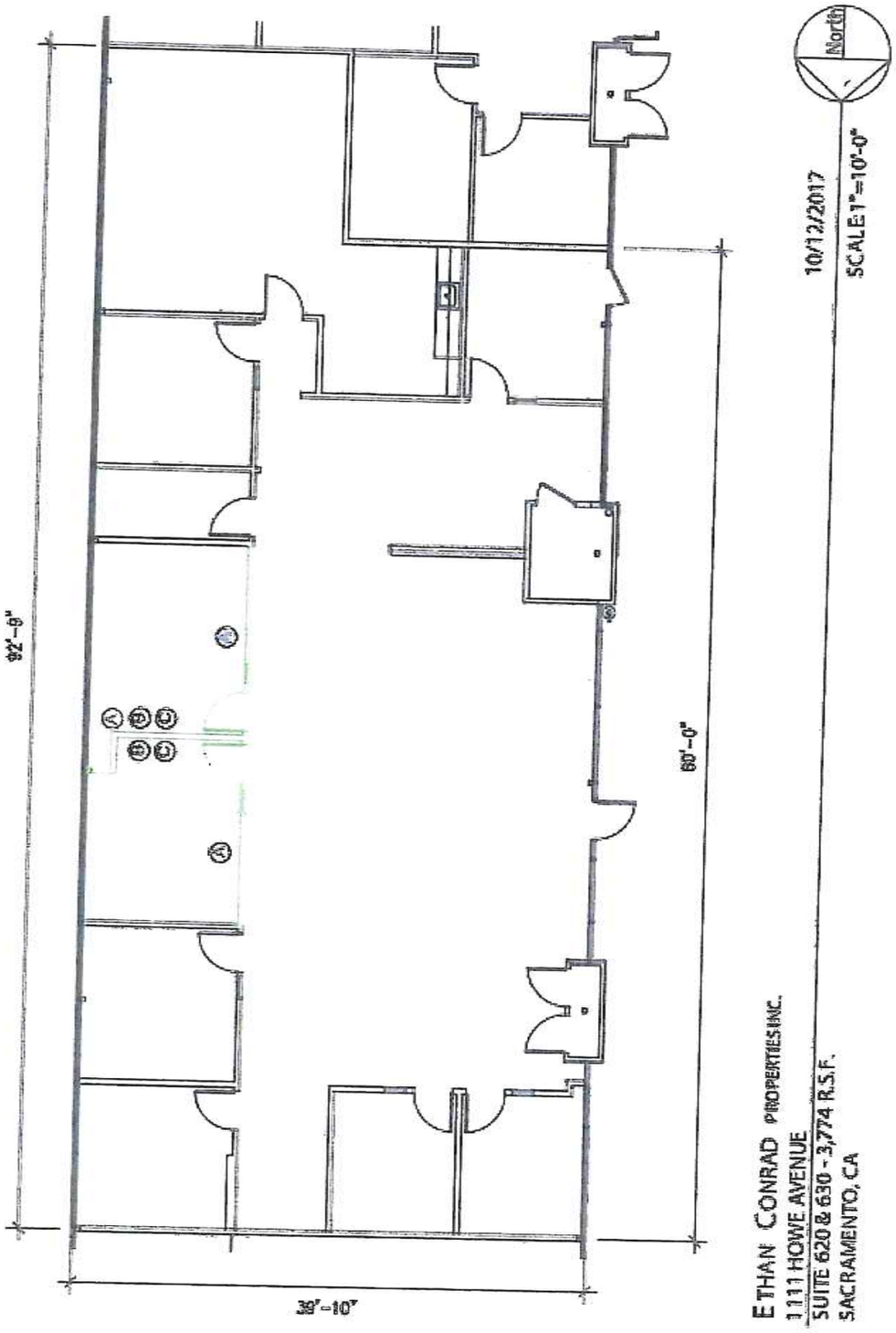

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EXHIBIT B
BUILDING SIGNAGE



Initials

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THIRD AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Third Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of approx. 2,479 rsf, defined as Suite 115 ("Current Premises"). Effective as of the Expansion Premises Commencement Date, as defined below, the Current Premises shall be expanded to include Suite 655, consisting of approx. 5,905 rsf ("Expansion Premises"), as further described on Exhibit A attached hereto. Collectively, the Current Premises and the Expansion Premises shall contain approx. 8,384 rsf and shall hereinafter be referred to as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for one (1) year, commencing on September 1, 2022 and therefore the Lease Expiration Date shall be modified to be August 31, 2023. The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as November 1, 2019.

3. **BASE MONTHLY RENT SCHEDULE:**

Rent Schedule	Suite 115	Suite 655	Total
November 1, 2019 – December 31, 2019:	$3,892.00	None	$3,892.00
January 1, 2020 – August 31, 2020:	$3,892.00	$8,976.00	$12,868.00
September 1, 2020 – August 31, 2021:	$4,009.00	$9,245.00	$13,254.00
September 1, 2021 – August 31, 2022:	$4,129.00	$9,522.00	$13,651.00
September 1, 2022 – August 31, 2023:	$4,253.00	$9,808.00	$14,061.00

4. **TENANT IMPROVEMENTS:**

Providing that Lessee signs this Lease Amendment and provides it to Lessor by no later than Friday, October 11, 2019 (and if is later than this October 11, 2019 date, then there will be a one day extension for every day delayed for Lessor to complete the below tenant improvements), Lessor, at Lessor's cost, shall substantially complete the following improvements, as further described on Exhibit A, prior to November 1, 2019:

A. Construct approx. 160' lineal feet of full height interior partition

B. Install five (5) building standard interior doors w/ timely frame and hardware.

C. Install twenty three (23) new 110v duplex outlets at 18" AFF and two (2) new 110v duplex outlet at 84" AFF where indicated on Exhibit A.

D. Redistribute the existing HVAC supply and return ducting and install up to four (4) new 2' x 4' standard lighting fixtures to the three (3) new conference rooms as noted on Exhibit A.

E. Install new 220v dedicated duplex outlet to be located in the copy/storage room at 18" AFF.

F. Repaint all new wall surfaces to match existing white wall color and match existing rubber base.

G. Install cutout of approx. 42" "wide x 36" AFF at rear half height wall in the Reception Area. Match existing wood trim.

The above items correlate with those depicted on Exhibit A.

5. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 2.39% to 8.02% effective November 1, 2019.

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6. BASE YEAR:

Pursuant to Paragraph 1.9 of the Lease, the Base Year shall be adjusted to Calendar Year 2020 effective November 1, 2019.

7. SECURITY DEPOSIT:

The Security Deposit shall be increased from $3,347.00 to $12,868.00 effective November 1, 2019. The additional Security Deposit amount of $9,521.00 shall be paid upon the full execution of this Third Amendment to Lease.

8. PARKING:

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted utilize up to thirty four (34) parking spaces (4:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

9. TERMINATION RIGHT:

Lessee shall have the one time right to terminate the Lease solely in connection with Suite 115 effective August 31, 2022 (Suite 115 Termination Date) provided Lessor receives written notice no later than June 1, 2022. In the event that Tenant terminates the Lease in connection with Suite 115, Lessee shall pay a termination fee to Landlord concurrent with Lessee's notice an amount equal to $4,129.00.

Upon the completion of the above described items and payment of any applicable restoration charges, Lessee shall be released from any and all liability related to this Lease in connection with Suite 115 as of the Suite 115 Termination Date.

If Lessee fails to complete the above described items, then the Lease termination right shall be void and this Lease shall remain in full force and effect through the Lease Expiration Date.

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By: _____
Ethan Conrad

Date: 10/11/19

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By: _____
Murdock Smith, Executive Director

Date: 10/11/19

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Exhibit A
Expansion Premises

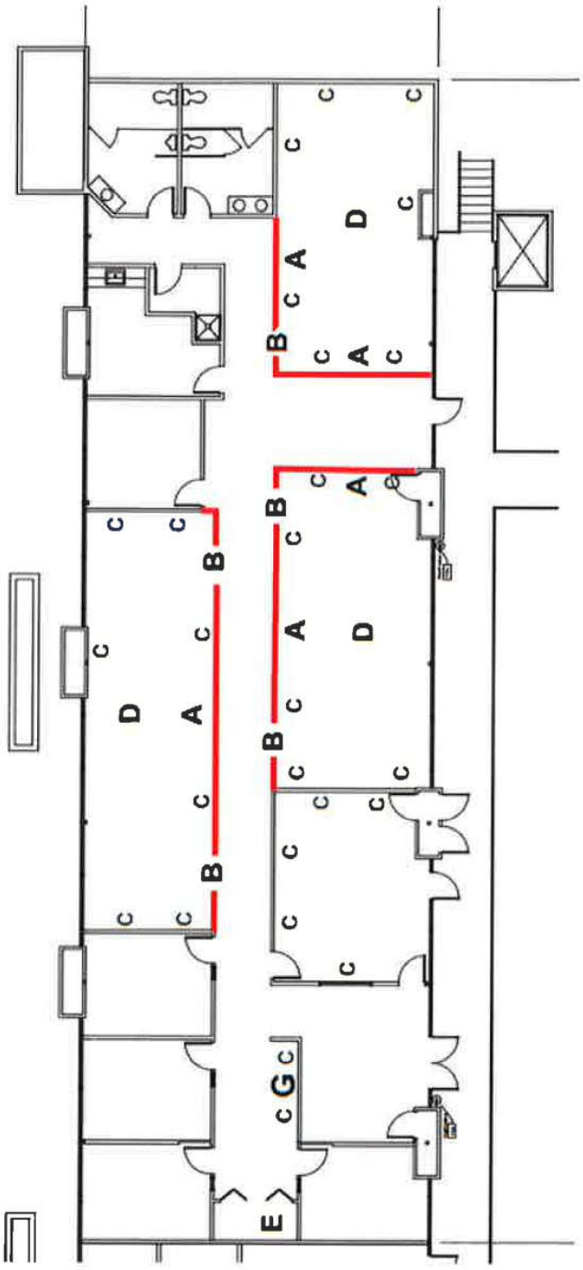

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SECOND AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Second Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **LEASE TERM AND LEASE EXPIRATION DATE:**

   The Lease shall be extended for three (3) years commencing on September 1, 2019 and therefore the Lease Expiration Date shall be modified to be August 31, 2022.

2. **BASE MONTHLY RENT SCHEDULE:**

September 1, 2019 – August 31, 2020:	$3,892.00
September 1, 2020 – August 31, 2021:	$4,009.00
September 1, 2021 – August 31, 2022:	$4,129.00

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

Date: 6/28/19

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 6/28/19

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AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **LEASE TERM AND LEASE EXPIRATION DATE:**

   The Lease shall be extended for one (1) year and six (6) months commencing on March 1, 2018 and therefore the Lease Expiration Date shall be modified to be August 31, 2019.

2. **BASE MONTHLY RENT SCHEDULE:**

March 1, 2018 – February 28, 2019:	$3,446.00
March 1, 2019 – August 31, 2019:	$3,549.00

3. **BASE YEAR:**

   The Base Year for this Lease shall be modified to be 2018.

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

Date: 2/26/18

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 2/21/18

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STANDARD MULTI-TENANT OFFICE LEASE - GROSS
AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("**Lease**"), dated for reference purposes only June 30, 2017, is made by and between Ethan Conrad, an individual ("**Lessor**") and Highlands Community Charter and Technical School, a non-profit organization ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain portion of the Project (as defined below), known as Suite Numbers(s) 115, second (2nd) floor(s), consisting of approximately 2,479 rentable square feet and approximately 2,214 useable square feet("**Premises**"). The Premises are located at: 1111 Howe Avenue, in the City of Sacramento, County of Sacramento, State of California, with zip code 95825. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately 103,737 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** twelve (12) unreserved and N/A reserved vehicle parking spaces at a monthly cost of $N/A per unreserved space and $N/A per reserved space. (See Paragraph 2.6)

1.3 **Term:** N/A years and month-to-month ~~months~~ ("**Original Term**") commencing August 1, 2017 ("**Commencement Date**") and ending month-to-month ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon full execution of the Lease ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $3,347.00 per month ("**Base Rent**)", payable on the first (1st) day of each month commencing August 1, 2017. (See also Paragraph 4)

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph N/A

1.6 **Lessee's Share of Operating Expense Increase:** two and thirty nine hundredths percent (2.39%) ("**Lessee's Share**"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $3,347.00 for the period August 1, 2017 - August 31, 2017.

(b) **Security Deposit:** $3,347.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Parking:** $N/A for the period N/A.

(d) **Other:** $N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $6,694.00.

1.8 **Agreed Use:** education and classroom training. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2017. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction (check applicable boxes):

☑ Lucas Lugo, Newmark Cornish & Carey represents Lessor exclusively ("**Lessor's Broker**");

☑ Grant Keeney, Ethan Conrad Properties, Inc. represents Lessee exclusively ("**Lessee's Broker**"); or

☐ _____ represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of N/A or N/A % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease shall be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and N/A a.m. to N/A p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

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☐ Electricity
☐ Other (specify): _____

1.14 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 51;
☑ a plot plan depicting the Premises;
☑ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☐ other (specify): _____

2. **Premises.**

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs (**"Start Date"**), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems (**"HVAC"**), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances (**"Applicable Requirements"**) that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to nonvoluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any

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unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the **"Operating Expense Increase"**, in accordance with the following provisions:

(a) **"Base Year"** is as specified in Paragraph 1.9.

(b) **"Comparison Year"** is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as **"Operating Expenses"** :

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder.

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The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

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(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term " **Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with asbuilt plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor ~~not earlier than 90 and not later than 30 days~~ prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

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(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirments. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days **("Rental Value insurance").** Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said

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injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein: **(i)** imposed by reason of events occurring during

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the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or **(iii)** levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the

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collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and

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accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees**.

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIRCommercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word **"days"** as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility

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of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lesser or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advise is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend

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the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. **Reservations**.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

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(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable nonmonetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☑ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

_____ INITIALS

_____ INITIALS

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The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:	Executed at:
On: 7/12/17	On: 7/13/17
By LESSOR:	**By LESSEE:**
Ethan Conrad, an individual	Highlands Community Charter and Technical School, a non-profit organization
By:	By:
Name Printed: Ethan Conrad	Name Printed: Murdock Smith
Title: CEO	Title: Executive Director
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Address: 1300 National Drive, Suite 100 Sacramento, CA 95834	Address:
Telephone:(916) 779-1000	Telephone:(___)
Facsimile:(916) 779-1200	Facsimile:(___)
Email: ethan@ethanconradprop.com	Email:
Email:	Email:
Federal ID No.	Federal ID No.
LESSOR'S BROKER:	**LESSEE'S BROKER:**
Ethan Conrad Properties, Inc.	Newmark Cornish & Carey
Attn: Grant Keeney	Attn: Lucas Lugo
Address: 1300 National Drive, Suite 100 Sacramento, CA 95834	Address: 980 9th Street, Suite 2500 Sacramento, CA 95814
Telephone:(916) 779-1000	Telephone:(916) 569-2322
Facsimile:(916) 779-1200	Facsimile:(916) 920-0854
Email: grant@ethanconradprop.com	Email: llugo@newmarkccarey.com
Broker/Agent BRE License #: 08891996	Broker/Agent BRE License #: 01916673

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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EXHIBIT A

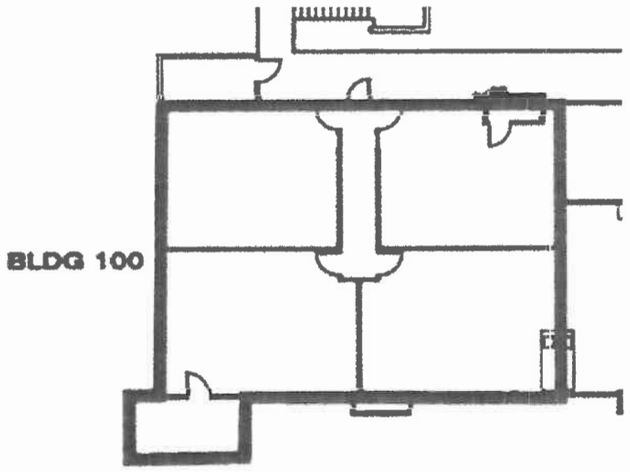

ETHAN CONRAD PROPERTIES INC.
1111 HOWE AVENUE
2ND FLOOR
SACRAMENTO, CA

Initials:

RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Dated: June 30, 2017

By and Between

Ethan Conrad, an individual and Highlands Community Charter and Technical School, a non-profit organization.

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.
24. Lessee shall at all times have "chair mats" on all carpeted surfaces for which there are chairs with rolling wheels located, to protect such carpeted areas so they are not damaged by such rolling wheels.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

In the event that Lessee violates any of the herein described General Rules and/or Parking Rules, including the provisions of Paragraph 1.2 (b) or Paragraph 2.6 of the Lease, then Lessor shall give one written "warning" of such violation to Lessee. In the event that Lessee further violated any of said provisions, Lessor shall have the right to fine Lessee the sum of $250.00 per violation, which shall be immediately due and fines shall be considered "Rent" as defined in this Lease.

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FORM OFG-1-9/99E

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:16:07 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 051 - 555 Capitol Mall Suite 1275.pdf 052 - 3205 Hurley Way.pdf 053 - 229 Clark Ave, Suite Q & V.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

CONFIDENTIALITY NOTICE: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender by reply e-mail or telephone at (916) 646-1400 and delete the transmission. Thank you.

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:12 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:34 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590



–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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052 - 3205 Hurley Way.pdf

052

AMENDMENT 1
TENANT SUB-LEASE AGREEMENT
(Highlands Community Charter & Technical Schools Sub-Lease)

This AMENDMENT 1 is added to the Tenant Sub-Lease Agreement (this "Lease") made and entered into as of July 15, 2021, (the "Effective Date"), by and between Lao Family Community Development, a California nonprofit public benefit corporation ("Landlord"), and Highlands Community Charter & Technical Schools, a California nonprofit public charter school, incorporated in California ("Tenant").

RECITALS

WHEREAS, the Landlord is the master tenant of that 25,484 square foot facility (the "Facility") and land parcel commonly known as 3205 Hurley Way (APN 286-0151-041), in Sacramento, County of Sacramento, California (the "Property") herein referenced as Exhibit A. The Property is zoned RD20 Residential Use. Landlord has that certain Non-Conforming Use Certificate with rights to use it to operate a Rehabilitation Center serving Disabled Adults, adults with other backgrounds, for vocational training, education, group workshops, activity center, counseling, support, resource, community housing and its administrative use purposes;

WHEREAS, the Landlord holds the Property pursuant to that certain Master Lease Agreement with Property owner Care Hurley Way LLC, a California limited liability company, as master landlord;

WHEREAS, the Tenant pursuant to Section 1.a. Facilities and 1c. Tenant's Proportionate Share desires to add 1,694 SF of additional rentable space for its use facilities classrooms/secure storage for textbooks and supplies/laundry/bathrooms/parking space for student transportation van. The additional cost of this space is $5,675.00 per month ($2.05 PSF base rent + $1.30 PSF CAM = $3.35 PSF X 1,694 SF= $5,675.00). This includes tenant improvement. The effective date of this additional space is 05/01/2022. This base rent is effective up to month 36 starting from 07/15/2021.

WHEREAS, all other sections of the Tenant Sub-Lease Agreement remain the same.

By: _____ Date: 4/2/22
Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 5/1/22
Kathy Chao Rothberg, CEO
Lao Family Community Development, Inc.

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TENANT SUB-LEASE AGREEMENT
(Highlands Community Charter & Technical Schools Sub-Lease)

This Tenant Sub-Lease Agreement (this "Lease") is made and entered into as of July 15, 2021, (the "Effective Date"), by and between Lao Family Community Development, a California nonprofit public benefit corporation ("Landlord"), and Highlands Community Charter & Technical Schools, a California nonprofit public charter school, incorporated in California ("Tenant").

RECITALS

WHEREAS, the Landlord is the master tenant of that approximately 25,484 square foot facility (the "Facility") and land parcel commonly known as 3205 Hurley Way (APN 286-0151-041), in Sacramento, County of Sacramento, California (the "Property") as more particularly described at Exhibit A. The Property is zoned RD20 Residential Use. Landlord has that certain Non-Conforming Use Certificate with rights to use it to operate a Rehabilitation Center serving Disabled Adults, adults with other backgrounds, for vocational training, education, group workshops, activity center, counseling, support, resource, community housing and its administrative use purposes;

WHEREAS, the Landlord holds the Property pursuant to that certain Master Lease Agreement (the "Master Lease") with the Property owner, Care Hurley Way LLC, a California limited liability company, as master landlord ("Master Landlord");

WHEREAS, Care Hurley Way LLC has financed the acquisition of the Property, together with the Facility, land and certain amenities thereon, with a loan (the "Loan") from SELF-HELP FEDERAL CREDIT UNION ("Lender") secured by a deed of trust;

WHEREAS, the Property acquisition is expected to be completed on or about July 16, 2021, and the Landlord expects to receive a Business License to operate from the County of Sacramento contemporaneously therewith allowing use and operation of the Facility and Property as contemplated above;

WHEREAS, both the Landlord and Tenant intend to endeavor to operate the Facility in a manner that meets Lender's requirements for funding facilities that include one or more charter schools as tenants, in accordance with the Loan; and

WHEREAS, after the acquisition of the Facility and Property by the Master Landlord, and the Master Landlord entering into the Master Lease with the Landlord, the Landlord desires to sub-lease the Premises (as defined in Section 1a) to the Tenant, and the Tenant desires to sub-lease the Premises from the Landlord to operate an adult education, vocational training, education curriculum, accompanying guidance and counseling, supports and activities to adults with diverse backgrounds including disabilities. The initial lease for the 2021-2024 school years is a 3-year lease with one option for another 3 years lease;

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WHEREAS, Tenant agrees not to discriminate in the selection or acceptance of any student pursuant to this Lease because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of California Government Code, ancestry, or Marital status, or citizenship, within the limits imposed by law or corporation policy. And Landlord agrees not to discriminate from same said in referring students to the Tenant's program; and

WHEREAS, Tenant's charter school will be operating academic credit and/or English Language Development courses aimed at adults including adults with disabilities and each student will be subject to policies, rules, and regulations of the Tenant's programs;

NOW THEREFORE, in consideration of the foregoing, of mutual understanding of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Fundamental Lease Provisions

a. Facility:

The spaces in the Facility, commonly known as:
Building 2 and Building 4 (HCCS Use)
4 Rooms identified as:
Gym/Rehab Classroom which is 1,603 square feet
HTR Classroom 2 which is 1,603 square feet
HTR Classroom 1 which is 1,916 square feet
Skills Center which is 2,476 square feet

Total 4 rooms at 7,598 square feet (sometimes called the "Premises")

b. Facility, Common Area, & Property Size:

Within the Facility, approximately 7,598 square feet of the Facility is for the exclusive use of the Tenant.

There are common areas within the Facility which include:

1,360 square feet of interior and 4,330 deck area for a total of 5,690 sf (common area is 22% of the Facility). There is also 2.5 acres of common area exterior parking lot and grounds on the Property. The property is approximately 5 acres.

The common area, garden activity, Garden of Eats, and grounds will be managed and maintained by LFCD, its maintenance contractors, and program and senior volunteers.

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Other Facility Common Area space include:

1) Main reception lobby, waiting area, and hallway;

2) Main information reception desk and public bathroom;

3) Property management office, electrical, mechanical, HVAC, fire riser rooms, server and maintenance and janitorial area, mail room, water fountains, exterior benches and gathering areas, ingress and egress, walk ways, drive ways;

4) Outdoor parking area for students/visitors, adult trainees, tenant, bike parking area, 1 main entrance-exit vehicle gate, emergency pedestrian exit gate on the back of the property, utilities easement areas, emergency cull de sac and easement gate, loading areas, outdoor landscape and garden areas including, outside activity areas, picnic areas;

5) Common trash enclosure, storage sheds, green house;

6) Drinking water fountain as required by health code, Secured server room and IDF locations for the internet, data room areas, security cameras, building telephone and alarm system rooms, perimeter fencing and lighting, building directory and monument signage area etc.

c. Tenant's Proportionate Share:	Tenant shall pay 30% of Landlord's real property taxes, liability insurance, and the operating cost of the Common Area expenses (except as otherwise set forth in Section 3.C.) (the "Proportionate Share").
d. Initial Term w/Option:	The initial term shall begin and end in accordance with Section 2.A., and the initial term may be extended in accordance with Section 2.B.
e. Excess Service Fee:	To cover the cost of providing an additional two (2) days per week of janitorial services in Tenant's space in buildings 2 and 4, as set forth in Section 15, Tenant shall pay an initial estimated amount of $912 per month (the "Excess Service Fee").
f. Commencement:	July 16, 2021 or such date agreed to by the Parties

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g.	Option to Extend:	X____(yes) __(no) If yes, One (X) option(s) for a Three (3) years lease
h.	Expiration Date	The end of the completion of the third full year following the Commencement Date, subject to any Extension Option.
i.	Base Rent, Additional Rent, and Excess Service Fee:	Base Rent shall be $2.05 per sf per month for Month 1 to Month 36, or as otherwise provided at Section 3B. Initially, Additional Rent shall be $1.30 per square foot per month, and shall be subject to adjustment in accordance with Section 3B. The Option Period rent is negotiable in accordance with Section 3B(ii). Initial monthly rent is calculated as follows: The Base Rent ($2.05 per sf x 7,598 =$ 15,576) Initial Additional Rent ($1.30 per sf X 7,598 = $9,877) Excess Service Fee of $912 for two (2) additional days of janitorial service per week. Estimated Total = $26,365per month for month 1 to 36.
j.	Additional Rent:	Additional Rent is defined at Section 3C and shall include Tenant's Proportionate Share of Landlord's real property taxes, Common Area maintenance expense and utilities.
k.	Annual Rent Increase Limits	Maximum: X (yes) ___(no) Base Rent Shall not increase year-over-year during the initial term. Base Rent may be increased by up to 3% year-over-year during the Option Period.
l.	Rent Increase Date(s):	Once each year, at the beginning of each year during the Term and at the beginning of each year during each Option Period. Not Applicable During the Initial Term.
m.	Security Deposit:	One month of the Base Rent, which is $15, 576
n.	Permitted Use:	Use of the site for the sole purpose of operating an adult English Language Development and/or High School Diploma and Career

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Technical Education programs supporting adults and adults with disabilities.

Tenant is responsible for securing and complying with practices applicable and maintaining all its licenses and/or permits necessary, if any, for conducting an adult education school. Tenant further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting their education activities.

Tenant is responsible for securing and paying for any Sacramento County business license, and any permits/special permits as applicable for its permitted use.

If Tenant desires to have a special event at the Property where catering is needed, Tenant understands that local vendors are preferred.

o. Tenant's Liability Insurance: $2,000,000 annual aggregate

p. Interest on Late Payments: Ten percent (10%) interest per annum (or the maximum rate permitted by law, if less) ("Overdue Rate") on outstanding balance due.

q. Trash Pickup: One (1) time per week from the common trash dumpster.

r. Address of Landlord & Contact for Operational Needs:

Lao Family Community Development
2325 East 12th Street, Suite 226
Oakland, CA 94601, Attention: CEO
(510) 533-8850 Office or (510) 694-0075 Property Site Supervisor
Or Hurley Way Operations Assistance for direct Facility needs at the property level

s. Address of Tenant:

Any notice required or permitted under this Lease shall be deemed sufficiently given 72 hours after if sent by United States certified mail, return receipt requested, or if served in person or 24 hours if delivered via overnight Federal Express/UPS/Delivery Carrier addressed as follows:

Before Occupancy of the Premises by Tenant:

_____

_____

Attention: _____

After Occupancy of the Premises by Tenant:

_____

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Attention: _____

In each case with a copy to:

_____

_____

Attention: _____

Landlord and Tenant shall each have the right from time to time to change their respective notice address set forth in this Section 1 by written notice thereof to the other party.

t. Master Lease: The terms of this Lease shall be subject in all respects to the terms and conditions of the Master Lease.

2. Term.

A. Initial Term. Landlord hereby leases the Premises (as defined in Section 1.a) to Tenant, and Tenant hereby leases the same from Landlord, for the Initial Term. The Term shall begin on the earlier to occur of either: (i) July 16, 2021, or (ii) such time as is mutually agreed to by the Landlord and Tenant (the "Commencement Date"). The Term shall end on the third anniversary of the Commencement Date. Landlord shall prepare, and Landlord and Tenant shall each sign and deliver to the other party hereto a signed counterpart of the Commencement Date Memorandum in substantially the form attached hereto as Exhibit C, which shall set forth the actual Commencement Date for all purposes of this Lease. The Initial Term, as extended by any and all exercised Option Period, as described below in Section 2.B, shall be defined herein as the "Term" of this Lease. Landlord shall use its best efforts to give Tenant possession as early as possible after the Effective Date. In this case, Landlord estimates giving possession on July 16, 2021.

B. Options to Extend. Prior to the expiration of the Term of the Lease, but no later than January 1, 2023, the Tenant may request to the Landlord an Option to Extend the Term of the Lease per Section 1.d. The provisions of this Lease shall govern and be applicable to the Option Period, except as to the rate of Base Rent, which shall be adjusted during the Option Period pursuant to Section 3.B.ii-vi, as applicable, and any other provision of this Lease that is expressly applicable only to the Option Period

3. Rent.

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A. Payment of Rent. Landlord and Tenant agree that Tenant's obligation to pay Base Rent, Additional Rent, and the Excess Service Fee shall start on the Commencement Date. Base Rent and Additional Rent shall collectively be referred to herein as "Rent."

i. After the Commencement Date, Tenant shall pay Base Rent on the first day of each calendar month during the Term, in advance, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Base Rent concurrently with execution and delivery of this Lease.

ii. After the Commencement Date, Tenant shall pay Landlord the first installment of Additional Rent on the first day of each calendar month during the Term, in advance based on the Initial Estimated Operating Expenses, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Additional Rent concurrently with execution and delivery of this Lease.

iii. All Rent shall be due and payable at the address of Landlord (see Section 1.r) or at such other place designated by written notice from Landlord to Tenant. Rent payments not paid within ten (10) days from the date when due shall bear interest from the date due until paid at the annual rate of ten percent (10%) per annum, or the maximum rate permitted by law.

B. Base Rent.

i. Initial Term. The Base Rent shall be $2.05 per square foot per month for month 1 to month 36. Base Rent Shall not increase year-over-year during the initial term. After the Initial Term, this Base Rent will be adjusted in accordance with Section 3B(ii) below.

ii. Option Period: Base Rent shall be adjusted during the Option Period. The Base Rent will be negotiated at no less than the market rent. The final amount will be negotiated at a mutually agreed upon amount in writing by both parties as follows:

Within ninety (90) days of Tenant and Landlord agreeing to exercise the option to extend the term under Section 2.B., Landlord shall compute the Base Rent for the Option Term in question and shall give written notice of the Base Rent amount for such Option Term to Tenant together with a copy of the calculation of such Base Rent amount. Tenant shall pay to Landlord as Base Rent during each Option

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Period, in lawful money of the United States, commencing at the commencement date of such Option Period, in the amount set forth in the notice Landlord provided pursuant to this Section 2.B. for such Option Period.

Base Rent may be increased by up to 3% year-over-year during the Option Period.

C. Additional Rent.

i. Tenant shall pay to landlord as "Additional Rent" its Proportionate Share of Landlord's real property taxes (except as otherwise set forth in Section 3.C.iii), liability insurance, Common Area maintenance expense, and utilities for the Premises (collectively, the "Operating Expenses").

For the first calendar year after the Commencement Date Tenant shall pay as additional rent $1.30 per square foot per month, which amount may be adjusted pursuant to the terms set forth herein and is an estimate of the actual Operating Expenses.

ii. Subject to Section 3.C.i and Section 3.C.iii, Tenant shall pay to Landlord as the Additional Rent, Tenant's Proportionate Share of the Operating Expenses described in this Section, in the following manner:

1. Tenant shall pay monthly for Tenant's Pro Rata Share of Operating Expenses as reasonably estimated by Landlord. Any monies paid in advance to Landlord by Tenant shall not accrue interest thereon.

Sixty (60) days after the end of each quarter, Landlord shall deliver a statement to Tenant setting forth the difference between Tenant's actual Pro Rata Share of Operating Expenses (subject to Section 3.C.iii) and the total amount of the monthly payment paid by Tenant to Landlord. Tenant shall thereafter pay to Landlord the full amount of any difference between Tenant's actual obligation over the total amount of Tenant's estimated payments within thirty (30) days after receipt of said statement; conversely, in the event Tenant's estimated payments exceeded Tenant's actual obligation, Landlord shall either refund the overpayment to Tenant or credit said overpayment against Tenant's Additional Rent obligation in the forthcoming year. In the event this Lease expires on a date other than the end of a billing period, Tenant's obligation with respect to any amounts owed to Landlord shall survive the expiration of the Lease Term, and shall be invoiced to Tenant when the same have been accurately determined or, at Landlord's option, such amounts shall be reasonably estimated by Landlord to reflect the period of time the Lease was in effect during such billing period.

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2. Any delay or failure of Landlord in (i) delivering any estimate or statement described in Section 3.C.ii.1., or (ii) computing or billing of Tenant's Pro Rata Share of Operating Expenses shall not constitute a waiver of its right to require an increase in Additional Rent, or in any way impair the continuing obligations of Tenant under this Section 3.C. In the event of any dispute as to any Additional Rent due under this Section 3.C, Tenant and its employees, accountants, advisors, attorneys and consultants shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office.

If, after such inspection, Tenant still disputes such Additional Rent, upon Tenant's written request therefor, a certification as to the proper amount of all Operating Expense charges and the amount due to or payable by Tenant shall be made by an independent certified public accountant mutually agreed to by Landlord and Tenant. If Landlord and Tenant cannot mutually agree to an independent certified public accountant, then the parties agree that Landlord shall choose an independent certified public accountant to conduct the certification as to the proper amount of all of Tenant's Pro Rata Share of Operating Expense charges due by Tenant for the period in question; provided, however, such certified public accountant shall not be the accountant who conducted Landlord's initial calculation of all Operating Expense charges to which Tenant is now objecting. Such certification shall be final and conclusive as to all parties. If the certification reflects that Tenant has overpaid Tenant's Pro Rata Share of Operating Expense charges for the period in question, then Landlord shall credit such excess to Tenant's next payment of such charges and conversely, if Tenant has underpaid Tenant's Pro Rata Share of Operating Expense charges, Tenant shall promptly pay such additional charges to Landlord.

Tenant and Landlord shall equally share the cost of such certification and the investigation with respect thereto unless it is determined that Landlord's original statement was in error in Landlord's favor by more than ten percent (10%), in which event Landlord shall be liable for all such costs.

Tenant waives the right to dispute any matter relating to the calculation of Tenant's Pro Rata Share of Operating Expense charges or Additional Rent under this Section 3.C if any claim or dispute is not asserted in writing to Landlord within ninety (90) days after delivery to Tenant of the original billing statement with respect thereto. Notwithstanding the foregoing, Tenant shall maintain strict confidentiality of all of Landlord's accounting records and shall not disclose the same to any other person or entity except for Tenant's professional advisory representatives (such as

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Tenant's employees, accountants, advisors, attorneys and consultants) with a need to know such accounting information, who agree to similarly maintain the confidentiality of such financial information

iii. The parties acknowledge and agree that Tenant is an Adult Charter School. The Landlord expects to receive, a property tax welfare from property taxes based on Landlord's 'charitable purposes (however the sublease portion of the Facility to the Tenant may also be qualified for property tax reduction or waiver. Tenant has the burden to file this welfare exemption) if applicable.

The Landlord will work with the Owner of the Property and Tenant to obtain/maintain the Landlord's tax exemption for the overall Property from the Sacramento County assessor's Office and State BOE. Tenant shall be responsible for its Pro Rata Share of the unsecured property taxes assessed on the sublease portion of the Facility, and the parties shall work together to calculate the resulting amount of Tenant's sublease portion in the Pro Rata Share of Operating Expenses.

For the avoidance of doubt, the amount of unsecured property taxes that would be assessed on the Property if it does not receive a tax welfare exemption shall be considered for purposes of calculating the maximum amount of Tenant's Pro-Rata Share of Operating Agreements, but Tenant shall not have any obligation to pay such amount of taxes as long as the welfare exemption is maintained. The parties further acknowledge and agree that Tenant shall not be liable for any increase in real property taxes resulting solely from (a) improvements made by Landlord or other tenants of other parts of the Facility after the Commencement Date, or (b) the sale or transfer of the Facility by Landlord or Master Landlord.

4. Common Areas.

A. Common Areas. "Common Areas" as used in this Lease means the existing and future improvements to the Facility, including, Section 1: Fundamental Lease Provisions, Section C. Common Areas as described. Tenant and Tenant's agents, employees and invitees shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, invitees of the Facility to use of the Common Areas. Landlord shall have the sole right to regulate the use of the Common Areas; provided that nothing shall restrict access to the Premises by Tenant and its agents, employees, contractors, invitees and guests.

B. Common Area Expenses shall include such costs necessary to maintain the Facilities (subject to Section 8 hereto), but shall not include (and Tenant shall not be charged for) the costs to repair or replace the Common Areas necessitated to comply with the Americans with Disabilities Act as such laws are in effect as of the Commencement Date and/or any and all structural aspects of the Facility, such as the roof and exterior walls. The following are included in the calculation of expenses related to operating the Facility per Proforma July 9, 2021: (1)

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wages, salaries and fees of auditing and accounting personnel in connection with the Facility, whether fulltime or part-time; (2) payroll charges for personnel, such as unemployment and social security taxes, workers' compensation, health, accident and group insurance, and other so-called reasonable fringe benefits; (3) rental charges for office space specifically chargeable to the operation and management of the Facility; and (4) the cost of any labor saving devices that may, from time to time, be placed in operation as a part of Landlord's maintenance program. However, in the event there are revisions to the Americans with Disabilities Act following the Commencement Date and such revisions dictate those repairs or replacements be made to the Common Areas, Landlord shall perform such work and include the costs thereof in Common Area Expenses; provided, however, that any capital expenditure shall be amortized (including interest at market rates on the unamortized cost) over its reasonable useful life.

5. Security Deposit.

At the time of the Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum shown as Security Deposit in Section 1.m. The Security Deposit is to be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. In the event the Lease gets terminated prior to the Commencement Date, Landlord shall return any and all amounts deposited by Tenant within three (3) business days of the date the Lease was terminated.

If Tenant is in Default, Landlord can use the Security Deposit, or any portion of it, to cure the Default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's Default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the Security Deposit expended or applied by Landlord as provided in this Section 5 so as to maintain the Security Deposit in the sum initially deposited with Landlord. If Tenant is not in Default at the expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee. Landlord will maintain the Security Deposit separate and apart from Landlord's general funds. Landlord shall not be required to pay Tenant interest on the Security Deposit.

6. Use.

A General Use Requirements. Notwithstanding anything in this Lease to the contrary, Tenant shall not use the Facility for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Should any regulation now or hereafter be imposed on Tenant by any governmental body relating to the use or occupancy of the Facility or the Common Areas by Tenant or any guest or invitee of Tenant or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such regulations if such regulations relate to anything within the Facility or if compliance with such regulations is within the control of Tenant and applies to an area outside of the Property.

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B. Legal Use Compliance Requirements. Tenant shall use and occupy the Premises or any portion thereof, for uses in compliance with all applicable federal, state or local laws, statutes, ordinances, orders, rules, regulations and requirements.

C. Self-Help Federal Credit Union Use Requirements. Tenant acknowledges that the Landlord utilized financing ""to acquire the Property containing the Facility and consequently Tenant must abide by the following covenants described in this Section 6. Tenant shall use and occupy the Facility in compliance with the requirements of the Loan.

D. For so long as the Loans remain outstanding, and relating to certain reporting requirements imposed on Landlord by the Lender in connection therewith, Tenant agrees to cooperate with Landlord to document compliance with this Section by giving Landlord reasonable access to records maintained by Tenant regarding Tenant's operations, provided, however, that (i) Tenant will not be required to disclose any confidential or private information regarding its employees, operations or clients, and Tenant shall have reasonably determine of whether particular information is private or confidential; (ii) Tenant will not be required to maintain or create records Tenant does not already collect in the ordinary course of business; and (iii) Tenant shall deliver to Landlord any and all documents and information that Landlord is obligated to deliver to Lender pursuant to the Loan.

E. Access to the Premises. Tenant and Tenant's agents, employees and invitees shall have access to the Facility, seven (7) days a week, twenty-four (24) hours per day. Landlord and Tenant to work out the process per the Landlord's Operating Procedures Rules.

7. Sublease and Assignment.

Tenant shall not sublease all or any part of the Facility, or assign this Lease in whole or in part without Landlord's written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Tenant acknowledges and agrees that, for so long as the Loan is outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the loan documents evidencing the Loans (collectively, the "Loan Documents") in connection with a request for consent submitted by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request for consent if Lender rejects Landlord's request with respect to same.

8. Repairs.

A. Except as otherwise provided in Section 8.B, during the Term of this Lease, Tenant shall make, at Tenant's sole expense, all necessary repairs to the non-structural parts of the Premises, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Tenant shall be responsible for repairing (i) all interior lighting, (ii) interior electrical wiring systems, electrical fixtures, and electrical equipment exclusively serving the Facility, (iii) interior doors, locks and door closers of the Facility, (iv) all signage on the Facility, (v) security systems serving exclusively the Facility, (vi) all partitions, fixtures, equipment, interior painting, interior walls, and floor coverings of the Facility, (viii) all interior walls and interior doors of the Facility,

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and (viii) all glass, windows, window frames, window casements on or about the Facility. All repairs and work to be performed by Tenant shall be completed with materials and workmanship of the same character, kind, and quality as the original thereof, and to the reasonable satisfaction of Landlord.

B. Landlord shall be responsible for repairing, maintaining and preserving, in good condition, the Property and the Facility, including, its structural portions, including the roof, all exterior walls, floors (as opposed to floor coverings), the foundation of the Facility, its major mechanical systems, electrical, heating, ventilation, air condition system, plumbing and sewer systems, including those portions of such systems which are outside the Facility, gutters and downspouts on the Facility, the Common Area, and elevator service. All repairs and work to be performed by Landlord under this Lease shall be performed in a good and workmanlike manner, using new materials equivalent in quality to those used in the construction of the initial improvements to the Facility. All work shall be diligently prosecuted to completion. Upon completion by Landlord of such repairs and work, Tenant shall inspect or cause to be inspected the Facility and the repairs made thereon to ensure compliance with the standards set forth herein in connection with such repairs. In the event that Tenant determines that any repair was performed in a substandard condition or requires further repair or attention, Tenant shall notify Landlord in writing of the need to perform additional repairs and Landlord shall perform or cause to be performed such work as is reasonably necessary to address Tenant's concerns regarding said repair work and shall complete the same within ten (10) business days of written notice from Tenant regarding such additional repairs. Landlord shall ensure that all work is performed to current construction codes. Landlord shall cause each contractor and subcontractor to maintain all workers' compensation insurance required by law and liability insurance (including property damage) in amounts reasonable for the work to be performed or as may be reasonably required by Tenant.

9. Alterations and Tenant Improvements.

A. Tenant shall not make any additions, improvements or replacements of and to all or any part of the Facility without Landlord's written consent. Notwithstanding the foregoing, Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Facility, and fasten the same to the Facility. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Facility by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term provided that all damage to the Facility caused by such removal shall be repaired by Tenant at Tenant's expense.

B. Tenant shall be solely responsible for the payment of the following items: Total Costs for any tenant improvements referenced in this Section 9B will be paid in advance to the Landlord, if the Tenant wishes for the Landlord oversee the work. Landlord can oversee the work completion and bid estimates; which the Tenant will approve in writing.

10. Property Taxes.

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To the extent applicable, Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments pertaining to the Property coming due during the Term, and all personal property taxes with respect to Landlord's personal property, if any, on the Property. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Facility. Tenant shall also be responsible for paying all applicable taxes associated with the Tenant's leasehold interest in the Facility.

11. Insurance.

A. Landlord shall maintain fire and extended coverage insurance on the Facility and the Property in such amounts as Landlord shall deem appropriate or that Lender shall require.

B. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Facility with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord, Care Hurley Way, LLC and the Lender shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 11.B. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least 60 days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Property or the Facility.

C. Landlord and Tenant agree to cause the insurance companies issuing their respective insurances to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by such waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

12. Services and Utilities.

A. Landlord agrees to supply water, gas, light, heat, power, electricity, telephone and sewer connections to the Facility, including fiber optic cables (if applicable) to the main server room of the Facility. If separately metered or provided, Tenant shall be responsible for paying all water, gas, light, heat, power, electricity, telephone, sewer charges, and all other services supplied to or consumed on the facility, and all taxes and surcharges thereon. If any other utility or service is not separately metered or provided, Tenant shall pay Tenant's proportionate share of charges for the utility or service as part of the Additional Rent. Tenant

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shall pay to Landlord Tenant's Proportionate Share of the cost of all utilities and services supplied to the Common Areas as part of the Additional Rent.

There shall be equitable adjustments made for those tenants in the Facility that are high utility users, such as a tenant operating a café-restaurant-restaurant training facility or tenants with showers and clothes washing machines.

B. Landlord shall provide heating, ventilation, air conditioning system, and garbage-recycling removal for the Facility, including the Property.

C. Landlord agrees to provide, during business hours and, upon notice from Tenant, outside of business hours, heating, ventilation and air conditioning in sufficient quantities and temperature to provide Tenant comfortable occupancy of the Facility and comfortable use of the Common Areas. The Facility shall be adequately lit at all times during the Term.

D. Landlord will provide twenty-eight (28) dedicated parking spaces based on 7,598 sf of lease facility, and twenty-three (23) parking spaces that are non-dedicated on a first come first serve basis, basic set of building and suite keys, a main reception/info personnel during regular business hours, basic commercial janitorial for all bathrooms, lobby floor and common area floors, basic carpet vacuuming, sweeping and mopping janitorial in the Tenants office space, common area and office garbage receptacle removal, lighting, main fire alarm monitoring, annual pest, fire extinguishers including annual examination and filling, permit and maintenance, maintenance of common public areas, Landlord's portion of general liability and property insurance, annual exterior window cleaning, ground upkeep and repairs, maintenance and repair of bathrooms, a common mail room and common trash enclosure area outside. Landlord may have some overflow parking spaces.

E. Tenant to pay for its own server and internet data service, alarm system in their units, telephone/fax in their units, copy/scanner machines if relevant, office supplies, any special locksmith, window treatments, painting and decorations, etc. Tenant may make arrangements with the Landlord (separate cost calculation).

F. Tenant to obtain their own business license. Tenant to obtain their own general, liability, property and business equipment and other insurance relevant to their business. Tenant responsible to file their annual welfare tax exemption with the county for their property tax. Tenant is also responsible for paying their own employees.

13. Signs.

Tenant's name and business identification shall be placed in the directory of the Facility in the lobby. Appropriate suite entrance signage will be installed by the Tenant at Tenant's cost. If Tenant wants the Landlord can oversee design and installation and the cost will be passed on to the Tenant. Landlord will provide a style guide for Tenant. Tenant to provide logo and other information to the Landlord. Landlord will have a basic Monument sign and will work with Tenant

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on their basic information (any special request outside of the basic sign will be at the Tenant's cost and the approval response time will not be unreasonable.)

14. Entry.

Landlord shall have the right to enter upon the Tenant's Facility at reasonable times, during normal business hours and after reasonable written notice (except in the event of a required emergency repair), to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Facility.

15. Janitorial.

Commercial janitorial of common spaces throughout the Facility and basic janitorial in the Tenant's Facility will be provided by the Landlord or Landlord's vendor. Interior cleaning of office spaces is at a basic good level of 3 times a week. The Tenant has requested for excess janitorial service at 2X additional per week at a cost of $912 (2021-2022) for Tenant's Facility and the Tenant will pay for this as additional rent from the Landlord's vendor.

16. Facility Rules.

Tenant will comply with the rules of the Facility adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

17. Damage and Destruction.

A. If the Facility or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects so as to render the same tenantable for Tenant's purposes, and if the damages cannot be repaired as reasonably determined by Landlord within two hundred seventy (270) days from the date of said casualty, this Lease shall terminate as of the date of such casualty. If the damages can be repaired within said two hundred seventy (270) days, and Landlord does not elect within ninety (90) days after the date of such casualty to repair same, then Tenant shall have the right to terminate this Lease as of the date of such damage by giving written termination notice to Landlord. In the event of any such termination, the parties shall have no further obligations to each other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Facility to Landlord. Should Landlord elect to make such repairs, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16), and Landlord shall proceed with all due diligence to repair and restore the Premises to a condition substantially similar to that condition which existed prior to such casualty (excluding Tenant's alterations, trade fixtures, equipment and personal property, which Tenant shall be required to restore). In the event the repair and restoration of the Facility extends beyond two hundred seventy (270) days after the date of such casualty due to causes beyond the control of Landlord, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16),

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and Landlord shall not be liable therefor; but Landlord shall continue to complete such repairs and restoration with all due diligence. In the event of minor damage to any part of the Facility, and if such damage does not render the Facility unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this Section 16, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

B. Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Facility are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

C. The provisions of this Section 16 extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Facility or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

18. Default.

If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Term ended and terminated and terminate Tenant's right to possession of the Facility by giving Tenant written notice of termination, and if possession of the Facility is not surrendered, Landlord may reenter said facility. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use commercially reasonable efforts to mitigate its damages.

19. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Facility during the Term.

20. Condemnation.

A. If any legally, constituted authority condemns the entire Facility or such part thereof which shall make the Facility unsuitable for leasing, this Lease shall cease when the public

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authority takes possession (a "Taking"), and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation.

B. If any material portion, but less than all, of the Property or Facility becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Lender, then Tenant may terminate this Lease by delivering written notice thereof to Landlord within thirty (30) days after such Taking. All Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Facility rendered tenantable by such Taking for as long as, and to the extent that, such portion of the Facility is rendered tenantable.

C. Neither party shall have any rights in or to any award made to the other by the condemning authority.

21. Subordination, Nondisturbance, and Attornment.

A. Tenant's rights under this Lease shall subordinate to the interest of any lien of any deed of trust in force or later placed against the Property (including, without limitation, by Lender or any other lender of Landlord), upon any Facility placed later upon the Property and to all advances made upon the security thereof. With the exception of Lender and any Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, executed by the Master Landlord for the benefit of the Lenders, no mortgagee or beneficiary named in a deed of trust shall disturb Tenant's peaceable possession of the Facility if Tenant is not in default under this Lease.

This Section 20A. is self-operative, and no further documentation of Tenant's subordination and attornment is required; however, Tenant shall execute any customary subordination agreement requested by Landlord or Master Landlord, or any mortgagor or beneficiary of Master Landlord upon written request (including without limitation Lender). Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee or beneficiary of Master Landlord.

B. If any proceedings are brought for foreclosure, or if the power of sale under any deed of trust or deed to secure debt made by Master Landlord or Landlord covering the Facility is exercised, Tenant shall attorn to the purchaser upon the foreclosure or sale and recognize the purchaser as the Landlord under this Lease.

C. Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required in connection with the obtaining of financing or refinancing of the Facility or any portion thereof or interest therein, so long as such modifications do not change the economic terms hereof or materially affect Tenant's rights, increase Tenant's obligations, or reduce Landlord's obligations hereunder.

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D. Landlord agrees to provide a non-disturbance agreement, in form and substance reasonably satisfactory to Tenant, from all holders of superior positions to Tenant's interest under the Lease.

22. Indemnification.

A. Except to the extent caused by the gross negligence or willful misconduct of any Landlord Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Landlord Indemnified Party, Tenant shall at all times relieve, defend, indemnify, protect, and hold harmless Landlord, officers, agents, consultants, counsel, employees and volunteers (each, a "Landlord Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Tenant (the "Landlord Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Landlord, its officers, agents, employees or volunteers, to the extent that such Landlord Claims arise from or are caused by (a) the operation, maintenance, use, or occupation of the Property by Tenant or its agents, officers, employees, licensees, concessionaires, permittees or any sub lessees, (b) the acts, omissions, misconduct or negligence of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, or (c) the failure of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees to observe and abide by any of the terms or conditions of this Lease or any applicable law, ordinance, rule, or regulation. The obligation of Tenant to so relieve, indemnify, protect, and save harmless Landlord, officers, agents, consultants, counsel, employees and volunteers, shall continue during any periods of occupancy or of holding over by Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term.

B. Except to the extent caused by the gross negligence or willful misconduct of any Tenant Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Tenant Indemnified Party, Landlord shall at all times relieve, defend, indemnify, protect, and hold harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees (each, a "Tenant Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Landlord (the "Tenant Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Tenant, its officers, agents, employees or volunteers, to the extent that such Tenant Claims arise from or are caused by the willful misconduct or gross negligence of Landlord, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees (other than Tenant). The obligation of Landlord to so relieve, indemnify, protect, and save harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees shall continue during any periods of occupancy or of holding over by Tenant, its agents,

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officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term.

23. Surrender of Property.

At the termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises, or any portion thereof, so terminated. Upon such termination the Premises, or any portion thereof, so terminated shall become the sole property of Landlord at no cost to the Landlord and shall be free of all liens and encumbrances and in "as-is, where-is" condition.

24. CASp Inspection.

In accordance with California Civil Code Section 1938, the Landlord hereby discloses to the Tenant that the Premises has not undergone an inspection by a "Certified Access Specialist" (CASp). The following provision is required to be included in this Lease pursuant to California Civil Code Section 1938:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject p remises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

In the event Tenant desires to cause a CASp inspection, then such inspection shall occur after the Lease Commencement Date, and, as between the Landlord and the Tenant, the Tenant shall be solely responsible for the costs of such inspections and the cost of making any repairs identified by such inspection; provided, however, any repair work is subject to all applicable requirements of this Lease.

25. Parking.

Tenant, Tenant's employees and guest shall have access to twenty-eight (28) dedicated parking space.

An additional 23 public parking spaces at the Facility will be on a first come first serve basis. Beyond the Tenant's twenty-eight (28) dedicated parking spaces, the Tenant has the option to enter into negotiations with the Landlord for the rental of additional designated parking spaces ($80 per space per month for additional parking. Limited availability).

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The Landlord will provide parking lot usage rules to all of the tenants closer to the time of Commencement Date.

26. Brokers. – Check One

X Tenant represents that Tenant was not shown the Facility by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for a real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

_Tenant was shown the property by_____who is a licensed real estate agent in the State of California from_____Agency. Landlord and Tenant agree to abide by the signing party's listing agreement and to pay the commission amount specified.

27. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

28. Notice to Lender.

So long as the Lenders shall hold a lien on the Property, Tenant and Landlord each agree that, simultaneously with the giving of each other notice pursuant to this Lease, they shall also give a duplicate copy thereof to such Lenders, or their designated assigns.

29. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

30. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, transferees and assigns.

31. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's written consent is required or desirable under this Lease. Tenant

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acknowledges and agrees that, for so long as the Loans remain outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the Loan Documents in connection with a request for consent by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request if Lender rejects Landlord's request with respect to the same.

32. Performance.
If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at the Overdue Rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

33. Compliance with Law.
Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Property and/or Landlord, as the Master Tenant of the Property.

34. Final Agreement.
This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein, and terminates and supersedes all prior understandings or agreements on such subject matter. This Agreement may be modified only by a further writing that is duly executed by both parties.

35. Governing Law.
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California and Sacramento County.

36. Attorneys' Fees; Jurisdiction; Venue.

If any such action or proceeding shall be in Sacramento, California. If any action, proceeding or arbitration is brought to enforce this Agreement or interpret any of its terms, the prevailing party in such action shall be entitled to recover from the non-prevailing party in addition to its costs and expenses (including, without limitation, its reasonable attorneys', accountants', experts', and consultants' costs, expenses and fees, court costs and investigative expenses prior to trial, at trial and on appeal). Each party to this Agreement consents to the jurisdiction of the courts of the State of California and the United States courts in the State of California and agrees that venue in any such action or proceeding shall be in Sacramento , California.

37. Force Majeure.
Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act

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of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:
LAO FAMILY COMMUNITY DEVELOPMENT, a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

TENANT:
Highlands Community Charter & Technical School, a Public Charter Schools, a California nonprofit corporation

By: _____

Name: _____

Its: _____

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EXHIBITA

SITE PLAN

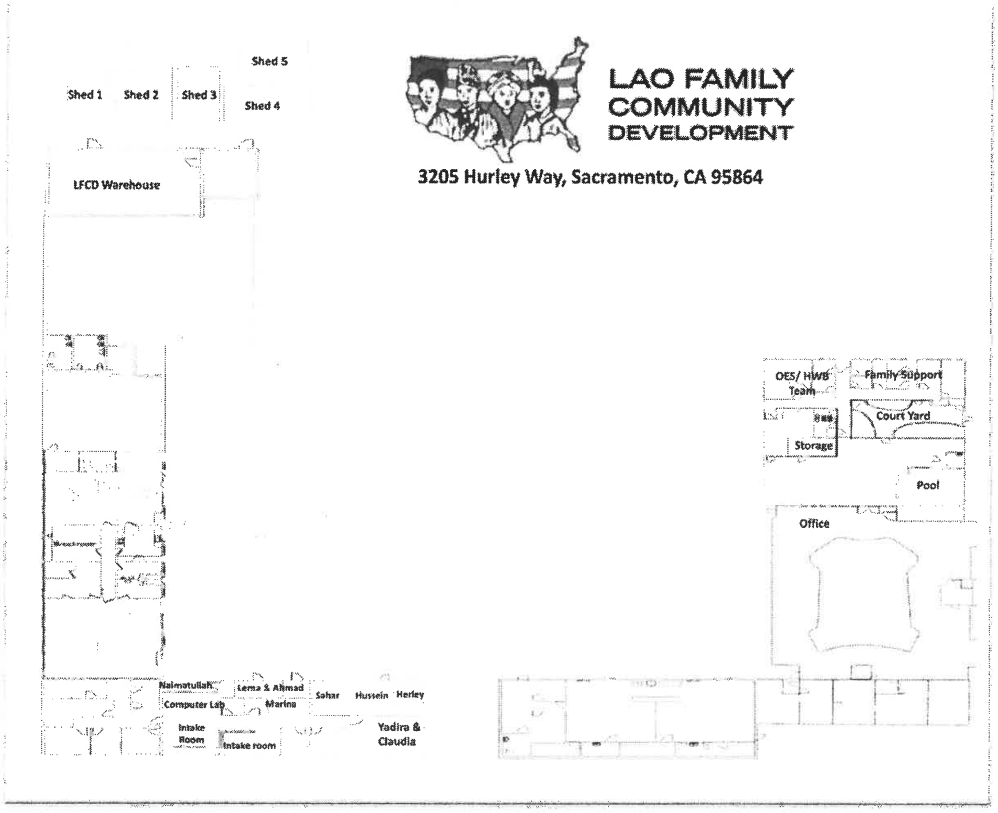

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EXHIBIT B
LANDLORD'S WORK

(None)

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SCHEDULE 1
LANDLORD'S
WORK FOR
TENANT

None

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EXHIBIT C
COMMENCEMENT DATE OF LEASE MEMORANDUM

The Commencement Date of Lease begins on July 16, 2021. Lao Family Community Development Inc. as Landlord and the Highlands Community Charter & Technical Schools, as Tenant, with reference to that certain Tenant Sub-Lease Agreement (the "Lease"), dated as of July 15, 2021 by and between Landlord and Tenant for the leasing of that certain facility (the "Facility") located 3205 Hurley Way Sacramento 95864 as more particularly described in the Lease. Capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Lease.

Total 7,598 SF

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and, in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Tenant hereby agree as follows:

1. **The Lease Commencement Date shall be July 16, 2021.**

2. **The Expiration Date of the Initial Term of the Lease shall be July 16, 2024.**

3. Landlord and Tenant hereby further agree that the Lease is in full force and effect, and that the terms and provisions of the Lease shall remain unchanged.

4. In the event of any conflict or inconsistency between the terms and provisions of this Lease Commencement Date Memorandum, the terms and provisions of this Commencement Date Memorandum shall prevail.

IN WITNESS WHEREOF, the parties have executed this Commencement Date Memorandum as of the day and year first above written.

LANDLORD:	**TENANT:**
LAO FAMILY COMMUNITY DEVELOPMENT, a California nonprofit public benefit corporation	Highlands Community Charter & Technical School, a Public Charter Schools, a California nonprofit corporation
By:	By:
Name:	Name:
Its:	Its:

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is made as of July 16 , 2021, by and among SELF-HELP FEDERAL CREDIT UNION, a credit union chartered under the laws of the United States (the "Lender"), LAO FAMILY COMMUNITY DEVELOPMENT INC., a California nonprofit public benefit corporation (the "Sublandlord"), and HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, a California nonprofit corporation (the "Subtenant").

WITNESSETH:

WHEREAS, the Lender is holder of a certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") from Care Hurley Way LLC, a California limited liability company ("Landlord") securing one or more notes or obligations of Landlord to Lender under that certain Promissory Note and that certain Loan Agreement, by and between Landlord and the Lender, such documents evidencing a principal indebtedness of $2,565,000. The Deed of Trust has been or will be recorded in the Official Records of the County Recorder of Sacramento County, State of California, and encumbers certain property located in Sacramento County, State of California, such property being more particularly described in the Deed of Trust, which description is by this reference made a part hereof (the "Premises"); and

WHEREAS, Sublandlord is the holder of a leasehold estate under and pursuant to that certain Tenant Sub-lease Agreement dated July 15, 2021 (together with all inserts and riders thereto and all amendments, supplements, replacements and other modifications thereof, the "Master Lease") with Landlord for the Premises as more particularly described therein; and

WHEREAS, Subtenant is the holder of a leasehold estate under and pursuant to that certain Master Lease Agreement dated July 13 , 2021 (together with all inserts and riders thereto and all amendments, supplements, replacements and other modifications thereof, the "Sublease") with Landlord for the Premises as more particularly described therein; and

WHEREAS, the parties hereto desire to set forth their rights in connection with said Sublease and Deed of Trust.

NOW, THEREFORE, in consideration of the covenants hereinafter contained and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Sublease Subordination. The Sublease and all of the terms, covenants and provisions thereof and the entire right, title and interest of Tenant thereunder shall be and hereby are made subject and subordinate in all respects to the Deed of Trust and to the lien thereof and to all the terms, conditions and provisions thereof, and to any renewals, extensions, increases, modifications, consolidations or replacements thereof.

2. Conditional Non-Disturbance. Provided that a Termination Event (hereinafter defined) shall not have occurred, Lender shall not name Subtenant as a party defendant to any action for foreclosure or other enforcement of the Deed of Trust (unless required by law), nor shall the Sublease be terminated by Lender in connection with, or by reason of, foreclosure or other proceedings for the enforcement of the Deed of Trust, or by reason of a transfer of the Sublandlord's interest under the Sublease pursuant to the taking of a deed or assignment in lieu of foreclosure (or similar device). As used

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herein, "Termination Event" means any default by the Subtenant under this Agreement or the Sublease that exists after the end of any applicable notice and cure period.

3. Attornment.

(a) In the event that Lender or any other person or entity shall succeed to the rights of Sublandlord under the Sublease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Sublandlord's rights (hereinafter sometimes called a "successor sublandlord"), Subtenant shall attorn to and recognize such successor sublandlord as its new sublandlord under the Sublease, and Subtenant shall promptly execute and deliver such instruments that such successor sublandlord may reasonably request to evidence such attornment. Subtenant hereby waives the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give it any right or election to terminate or otherwise adversely affect the Sublease or the obligations of Subtenant thereunder by reason of any foreclosure or other action whatsoever in enforcement of the Deed of Trust.

(b) Upon such attornment as provided in subparagraph 3(a) above, provided a Termination Event has not occurred, the Sublease shall continue in full force and effect as, and as if it were, a direct lease between Subtenant and such successor sublandlord upon all of the terms, covenants, conditions and agreements as set forth in the Sublease, and Subtenant shall, from and after the successor sublandlord's succession to the interest of Sublandlord under the Sublease, have the same remedies against such successor sublandlord for the breach of any agreement contained in the Sublease that Subtenant might have had under the Sublease against Sublandlord if the successor sublandlord had not succeeded to the interest of Sublandlord; provided, however, that the successor sublandlord shall not be: (i) liable for any accrued obligation or previous act or omission of any prior landlord under the Sublease (including Sublandlord); (ii) subject to any credits, claims, offsets or defenses which Subtenant might have against any prior landlord (including Sublandlord) or to the payment of rent or other performance under the Sublease; (iii) required to account for any security deposit other than any security deposit actually delivered to the successor sublandlord; (iv) bound by any previous modification of the Sublease or by any previous prepayment of more than one month's rent, unless such modification or prepayment shall have been expressly approved in writing by Lender or such successor sublandlord; or (v) obligated to commence or complete any construction or to make any contribution toward construction or installation of any improvements upon the Premises required under the Sublease or any expansion or rehabilitation of existing improvements thereon.

4. Subtenant's Assurances. Subtenant shall provide Lender with prompt notice of any asserted default against Sublandlord under the Sublease. Subtenant shall not, without obtaining the prior written consent of Lender, (i) enter into any agreement amending, modifying or terminating the Sublease, (ii) prepay any of the rents, additional rents or other sums due under the Sublease for more than one (1) month in advance of the due dates thereof, (iii) voluntarily surrender the premises demised under the Sublease or terminate the Sublease without cause or shorten the term thereof, or (iv) assign the Sublease or sublet the premises demised under the Sublease or any part thereof other than pursuant to the provisions of the Sublease. Any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Lender's prior consent, shall not be binding upon Lender or any successor sublandlord.

5. Subtenant's Representations. Subtenant hereby represents and warrants to Lender that as of the date hereof (i) Subtenant is the owner and holder of the tenant's interest under the Sublease, (ii) the Sublease has not been modified or amended except for modifications and amendments previously submitted to and approved by Lender, (iii) the Sublease is in full force and effect, (iv) neither Subtenant nor Sublandlord is in default under any of the terms, covenants or provisions of the Sublease, and

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Subtenant knows of no event which but for the passage of time or the giving of notice or both would constitute an event of default by Subtenant or Sublandlord under the Sublease, (v) neither Subtenant nor Sublandlord has commenced any action or given or received any notice for the purpose of terminating the Sublease, (vi) all rents, additional rents and other sums currently due and payable under the Sublease have been paid in full, and (vii) there are no offsets or defenses to the payment of the rents, additional rents, or other sums payable under the Sublease.

6. Payments to Lender of Payments Under the Sublease. Subtenant acknowledges that it has notice that the Sublandlord's interest under the Sublease and the rent and all other sums due thereunder have been assigned to Lender as part of the security for the indebtedness secured by the Deed of Trust. In the event that Lender notifies Subtenant of any event of default under the Deed of Trust and demands that Subtenant pay rent and all other sums due under the Sublease to Lender, Subtenant agrees that it shall pay rent and all other sums due under the Sublease directly to Lender without notice to or the consent of Sublandlord and without any obligation on the part of Subtenant to determine whether or not the Deed of Trust is in fact in default. The non-disturbance covenants of Lender provided in Paragraph 2 are subject to the undertaking by Subtenant to pay rent and all other such sums directly to Lender after Subtenant's receipt of the notice described above.

7. Estoppel Certificates. Whenever reasonably requested by Lender, Sublandlord and Subtenant from time to time shall severally execute and deliver to Lender, and without charge to Lender, an estoppel certificate setting forth such information as Lender may reasonably require to confirm the current status of the Sublease including, without limitation, a confirmation that the Sublease is and remains in full force and effect.

8. Miscellaneous.

(a) This Agreement may not be modified except by an agreement in writing signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

(b) Nothing contained in this Agreement shall in any way impair or affect the lien created by the Deed of Trust except as specifically set forth herein.

(c) Subtenant further agrees that in the event there is any inconsistency between the terms and provisions hereof and the terms and provisions of the Sublease dealing with nondisturbance, the terms and provisions hereof shall be controlling.

(d) All notices, demands or requests made pursuant to, under, or by virtue of this Agreement must be in writing sent by any overnight courier service providing dated evidence of delivery or mailed by certified or registered mail, return receipt requested to the party to whom the notice, demand or request is being made at its address set forth below:

If to Lender: Self-Help Federal Credit Union
301 W. Main Street
Durham, NC 27701
Attn: Commercial Lending

With a copy to: Self-Help Federal Credit Union
301 W. Main Street
Durham, NC 27701
Attn: General Counsel

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If to Sublandlord:	Lao Family Community Development Inc. 2325 East 12th Street, Suite 226 Oakland, CA 94601 Attention: Kathy Chao Rothberg
If to Subtenant:	Highlands Community Charter and Technical Schools 1333 Grand Avenue Sacramento, CA 95838

Any party may change the place that notices and demands are to be sent by written notice delivered in accordance with this Agreement.

(e) The Subtenant agrees that it shall execute a subordination, nondisturbance and attornment agreement in form and substance substantially similar to this Agreement with any lender designated by the Landlord or any successor landlord. Failure of the Subtenant to do so shall constitute a default under this Agreement and under the Sublease. If any of the terms of this Agreement or the application thereof to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of any such terms to any person or entity or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of choice of law principles.

(g) To the fullest extent permitted by law, the parties hereto each hereby irrevocably and unconditionally:

(i) agree that any action, suit or proceeding by any person or entity arising from or relating to this Agreement or any statement, course of conduct, act, omission or event in connection therewith (collectively, "Related Litigation") shall be brought in any state or federal court of competent jurisdiction sitting in the State of California, submit to the jurisdiction of such courts, and agree not to bring any Related Litigation in any other forum;

(ii) acknowledge that such courts will be the most convenient forum for any Related Litigation, waive any objection to the laying of venue of any Related Litigation brought in any such court, waive any claim that any Related Litigation brought in any such court has been brought in an inconvenient forum, and waive any right to object, with respect to any Related Litigation, that such court does not have jurisdiction over it;

(iii) consent and agree to service of any summons, complaint or other legal process in any Related Litigation by registered or certified U.S. mail, postage prepaid, to it at the address for notices described in this Agreement, and consent and agree that such service shall constitute in every respect valid and effective service (but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law); and

(iv) to the extent permissible under applicable law, waive the right to trial by jury in any Related Litigation.

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(h) This Agreement may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute a single agreement.

[remainder of page intentionally left blank]

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WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

SUBLANDLORD:

LAO FAMILY COMMUNITY DEVELOPMENT INC.

By:_____
Name: Kathy Chao Rothberg
Title: Chief Executive Officer

ACKNOWLEDGEMENT

State of California)
) ss.
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

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LENDER:

SELF-HELP FEDERAL CREDIT UNION

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

State of _____)
) ss.
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SUBTENANT:

HIGHLANDS COMMUNITY CHARTER AND
TECHNICAL SCHOOLS

By: _____
Name: Murdock Smith
Title: Ex Dir

ACKNOWLEDGEMENT

State of California)
) ss.
County of Sacramento)

On July 15, 2021 before me, J. Boyer, Notary Public, personally appeared Murdock Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Boyer

Docusign Envelope ID: 72471D9C-243F-435C-BE18-4567BB1BA293

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SECOND AMENDMENT TO STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET
dated July 16, 2021
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, a California non-profit organization
is referred to as "Lessee"
with reference to the Premises located at 229 Clark Ave, Suite Q & V
Yuba City, County of Sutter, State of California

This Addendum/Amendment shall, in the event of a conflict, supersede any provisions as set forth in the Lease and any prior Addendums/Amendments.

As an item of clarification all terms set forth in the Lease and preceding Addendums/Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

All capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Lease.

ADDITIONAL PROVISIONS:

1. **LEASE TERM AND LEASE EXPIRATION DATE:**

   The Lease shall be extended for two (2) years commencing on October 1, 2024, and therefore the Lease Expiration Date shall be modified to be September 30, 2026.

2. **BASE MONTHLY RENT SCHEDULE:**

October 1, 2024 – September 30, 2025:	$3,230.00
October 1, 2025 – September 30, 2026:	$3,358.00

   In addition to the above described Base Monthly Rent, Lessee shall continue to pay to Lessor Lessee's Share of Common Area Operating Expenses and Utility reimbursement on a monthly basis on the first of each month throughout the Term of this Lease.

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad, an individual**

By: DocuSigned by: Ethan Conrad
A5A6A4EFFA9B4D3...
Ethan Conrad

Date: 09/23/2024

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a California non-profit organization**

By: Signed by: Bill McGuire
80E0C8D6B54541...
Bill McGuire, Executive Director

Date: 09/23/2024

053 - 229 Clark Ave, Suite Q & V.pdf

March 18, 2024

Accounts Payable
Highland Community Charter and Technical School
1333 Grand Avenue
Sacramento, CA 95838

Re: 2023 CAM Expense Reconciliation and 2024 Estimated CAM Expenses

Dear Accounts,

Per your lease agreement at 229 Clark Avenue, this letter is being sent to inform you that we have reconciled CAM expenses for 2023 and estimated the 2024 CAM expenses for your building.

The summary of your 2023 CAM Reconciliation is shown below. Please remit the balance due within 10 days. If you are due a credit, it will be applied within 10 days.

Expense Pool	Annual Expense	Expense Cap	Your Share	Total Billed	Est Adj	Amount Owed	2024 Estimate
Original Lease Q							
Insurance	6,227.03	.00	279.53	193.84	.00	85.69	279.53
Repairs and Maintenance	93,645.56	.00	4,203.69	2,915.04	.00	1,288.65	4,723.91
Utilities	64,865.68	.00	2,911.78	2,019.12	.00	892.66	2,911.78
Total	**$164,738.27**	**$.00**	**$7,395.00**	**$5,128.00**	**$.00**	**$2,267.00**	**$7,915.22**
Expansion V							
Insurance	6,227.03	.00	186.19	202.44	.00	-16.25	186.19
Repairs and Maintenance	93,645.56	.00	2,799.97	3,044.64	.00	-244.67	3,146.47
Utilities	64,865.68	.00	1,939.46	2,108.92	.00	-169.46	1,939.46
Total	**$164,738.27**	**$.00**	**$4,925.62**	**$5,356.00**	**$.00**	**$-430.38**	**$5,272.12**
Total			**$12,320.62**	**$10,484.00**	**$.00**	**$1,836.62**	**$13,187.34**

We work hard to manage our properties well and control our operating expenses. We do this to keep your cost down. Effective April 1, 2024 and until further notice, your estimated monthly CAM charges will be as follows:

Estimated CAM	659.60	Suite Q
Estimated CAM	439.34	Suite V
TOTAL	**$1,098.94**	

1300 National Drive, Suite 100 Sacramento, CA 95834
(916) 779-1000 Fax (916) 779-1200
www.ethanconradprop.com

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For clarity, this amount is due on the first of every month with the Base Monthly Rent.

Please see the attached documents for the detail of the 2023 CAM reconciliation and the calculation methods. We appreciate having you as a tenant, and we value your input. If you have any questions, please let us know.

Sincerely,

Janice Sirois
Lease Administration Manager

1300 National Drive, Suite 100 Sacramento, CA 95834
(916) 779-1000 Fax (916) 779-1200
www.ethanconradprop.com

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CALCULATION METHOD

Actual Expense * gross up % * # of days =Annual Expense (prorated)
(Annual Expense (prorated) - Base year amount) * Prorata % = Your Share

Note: If your lease contains an Operating Expense Cap and the Annual Expenses are greater than your CAP, we would replace the Annual Expense amount in this formula with the CAP amount.

2023 Lease Recovery Detail

Expense Pool	Actual Expenses	Gross Up	Days Occup	Annual Expenses (Prorated)	Base Year Amount (Prorated)	Prorata %	Your Share
Original Lease Q							
Insurance	6,227.03	0.00%	365	6,227.03	.00	4.49%	279.53
Repairs and Maintenance	33,415.90	0.00%	365	93,645.56	.00	4.49%	4,203.69
Utilities	64,865.68	0.00%	365	64,865.68	.00	4.49%	2,911.78
Total	**$104,508.61**			**$164,738.27**	**$.00**		**$7,395.00**
Expansion V							
Insurance	6,227.03	0.00%	365	6,227.03	.00	2.99%	186.19
Repairs and Maintenance	33,415.90	0.00%	365	93,645.56	.00	2.99%	2,799.97
Utilities	64,865.68	0.00%	365	64,865.68	.00	2.99%	1,939.46
Total	**$104,508.61**			**$164,738.27**	**$.00**		**$4,925.62**
Total							**$12,320.62**

2023 Expense Detail by Pool

Expense Pool	Description	Expense
Insurance		
	Passthru Insurance	6,227.03
Total Insurance		**6,227.03**
Repairs and Maintenance		
	CAM - Light Audits	144.00
	CAM Exterior Window Cleaning	550.00
	CAM Monthly Sweeping Srvc	2,640.00
	Day Porter Additional Items (CAM)	375.00
	Day Porter Contract Service	7,607.55
	Fence/Enclosure Repair	244.39
	HVAC - Service Call	3,369.56
	HVAC- Quarterly Maintenance	943.27
	Janitorial Additional Cleaning (CAM)	200.00
	Janitorial Contract Service	12,608.32
	Janitorial Supplies	10,722.77
	Landscape - Monthly Fountain Service	1,960.00
	Maintenance - Recurring	4,200.00
	Monthly Landscape Service	4,560.00
	Non-Recurring Passthru Pkg Lot Repairs/Maint	-35,096.67
	Passthru Door Repair	743.15
	Passthru HVAC Replacement	-11,588.91
	Passthru Lighting/Electrical	1,587.16
	Passthru Locks & keys	729.53
	Passthru Management	12,369.85
	Passthru Pest Control	1,100.00
	Passthru Plumbing	190.00

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	Pressure Washing	1,200.00
	Repairs - Non-Recurring	4,021.91
	Roof Repair/Service	-4,437.93
	Security Monthly Service	10,272.95
	Tree Service	2,200.00
Total Repairs and Maintenance		**33,415.90**
Property Taxes		
	Passthru Property Tax	31,411.18
Total Property Taxes		**31,411.18**
Utilities		
	CAM Included - Regular Trash Service	3,277.29
	CAM Included - Special Pickup/Dump Run	282.00
	Passthru Electricity	41,485.72
	Passthru Gas	10,685.46
	Passthru Sewer	4,550.09
	Passthru Storm Drain	1,181.12
	Passthru Water	3,404.00
Total Utilities		**64,865.68**
TOTAL		**135,919.79**

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April 18, 2023

Accounts Payable
Highland Community Charter and Technical School
1333 Grand Avenue
Sacramento, CA 95838

Re: 2022 CAM Expense Reconciliation and 2023 Estimated CAM Expenses

Dear Accounts,

Per your lease agreement at 229 Clark Avenue, this letter is being sent to inform you that we have reconciled CAM expenses for 2022 and estimated the 2023 CAM expenses for your building.

The summary of your 2022 CAM Reconciliation is shown below**.** Please remit the balance due within 10 days. If you are due a credit, it will be applied within 10 days.

Expense Pool	Annual Expense	Expense Cap	Your Share	Total Billed	Est Adj	Amount Owed	2023 Estimate
Original Lease Q							
Insurance	7,334.00	.00	329.22	80.76	.00	248.46	329.22
Repairs and Maintenance	84,065.50	.00	3,773.65	925.64	.00	2,848.01	3,773.65
Utilities	80,066.68	.00	3,594.14	881.60	.00	2,712.54	3,594.14
Total	**$171,466.18**	**$.00**	**$7,697.01**	**$1,888.00**	**$.00**	**$5,809.01**	**$7,697.01**
Expansion V							
Insurance	7,334.00	.00	219.28	257.12	.00	-37.84	219.28
Repairs and Maintenance	84,065.50	.00	2,513.53	2,947.56	.00	-434.03	2,513.53
Utilities	80,066.68	.00	2,393.96	2,807.32	.00	-413.36	2,393.96
Total	**$171,466.18**	**$.00**	**$5,126.77**	**$6,012.00**	**$.00**	**$-885.23**	**$5,126.77**
Total			**$12,823.78**	**$7,900.00**	**$.00**	**$4,923.78**	**$12,823.78**

We work hard to manage our properties well and control our operating expenses. We do this to keep your cost down. Effective May 1, 2023 and until further notice, your estimated monthly CAM charges will be as follows:

Estimated CAM	641.00	Suite Q
Estimated CAM	427.00	Suite V
TOTAL	**$1,068.00**	

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For clarity, this amount is due on the first of every month with the Base Monthly Rent.

Please see the attached documents for the detail of the 2022 CAM reconciliation and the calculation methods. We appreciate having you as a tenant, and we value your input. If you have any questions, please let us know.

Sincerely,

Janice Sirois
Lease Administration Manager

1300 National Drive, Suite 100 Sacramento, CA 95834
(916) 779-1000 Fax (916) 779-1200
www.ethanconradprop.com

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CALCULATION METHOD

Actual Expense * gross up % * # of days =Annual Expense (prorated)
(Annual Expense (prorated) - Base year amount) * Prorata % = Your Share

Note: If your lease contains an Operating Expense Cap and the Annual Expenses are greater than your CAP, we would replace the Annual Expense amount in this formula with the CAP amount.

2022 Lease Recovery Detail

Expense Pool	Actual Expenses	Gross Up	Days Occup	Annual Expenses (Prorated)	Base Year Amount (Prorated)	Prorata %	Your Share
Original Lease Q							
Insurance	7,334.00	0.00%	365	7,334.00	.00	4.49%	329.22
Repairs and Maintenance	84,065.50	0.00%	365	84,065.50	.00	4.49%	3,773.65
Utilities	80,066.68	0.00%	365	80,066.68	.00	4.49%	3,594.14
Total	**$171,466.18**			**$171,466.18**	**$.00**		**$7,697.01**
Expansion V							
Insurance	7,334.00	0.00%	365	7,334.00	.00	2.99%	219.28
Repairs and Maintenance	84,065.50	0.00%	365	84,065.50	.00	2.99%	2,513.53
Utilities	80,066.68	0.00%	365	80,066.68	.00	2.99%	2,393.96
Total	**$171,466.18**			**$171,466.18**	**$.00**		**$5,126.77**
Total							**$12,823.78**

2022 Expense Detail by Pool

Expense Pool	Description	Expense
Insurance		
	Passthru Insurance	7,334.00
Total Insurance		**7,334.00**
Repairs and Maintenance		
	CAM - Light Audits	411.92
	CAM Exterior Window Cleaning	825.00
	CAM Roof Cleaning	250.00
	Day Porter Additional Items (CAM)	198.00
	Day Porter Contract Service	4,576.35
	HVAC - Service Call	5,951.73
	HVAC- Quarterly Maintenance	815.22
	Janitorial Contract Service	9,359.00
	Janitorial Supplies	5,529.02
	Landscape - Irrigation Repairs	999.94
	Landscape - Monthly Fountain Service	1,725.00
	Maintenance - Recurring	3,950.00
	Monthly Landscape Service	4,050.00
	Non-Recurring Passthru Pkg Lot Repairs/Maint	2,733.33
	Passthru Fire/Alarm	285.00
	Passthru Lighting/Electrical	5,971.25
	Passthru Locks & keys	579.05
	Passthru Management	13,118.73
	Passthru Pest Control	1,300.00
	Passthru Plumbing	1,261.88
	Passthru Signage - CAM	18.70
	Passthru Windows & Blinds	539.65

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	Pressure Washing	1,760.00
	Repairs - Non-Recurring	3,246.91
	Roof Repair/Service	1,604.82
	Security Monthly Service	13,005.00
Total Repairs and Maintenance		**84,065.50**
Property Taxes		
	Passthru Property Tax	28,049.63
Total Property Taxes		**28,049.63**
Utilities		
	CAM Included - Regular Trash Service	14,719.37
	CAM Included - Special Pickup/Dump Run	1,371.95
	Passthru Electricity	46,910.37
	Passthru Gas	7,876.20
	Passthru Sewer	5,168.21
	Passthru Water	4,020.58
Total Utilities		**80,066.68**
TOTAL		**199,515.81**

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FIRST AMENDMENT TO STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET
dated July 16, 2021
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, a California non-profit organization
is referred to as "Lessee"
with reference to the Premises located at 229 Clark Ave, Suite Q
Yuba City, County of Sutter, State of California

This Addendum/Amendment shall, in the event of a conflict, supersede any provisions as set forth in the Lease and any prior Addendums/Amendments.

As an item of clarification all terms set forth in the Lease and preceding Addendums/Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

All capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Lease.

ADDITIONAL PROVISIONS:

1. **EXPANSION PREMISES:**

   Effective September 1, 2021, the Premises shall be expanded to include Suite V ("Expansion Premises") in the Project consisting of approximately 1,123 square feet as shown on the attached Exhibit A. The Premises shall then total 2,809 square feet.

2. **BASE MONTHLY RENT SCHEDULE:**

Dates:	Existing Premises:	Expansion Premises:	Total:
September 1 – 30, 2021:	$868.00	Free	$868.00
October 1, 2021 – August 31, 2022:	$1,736.00	$1,021.00	$2,757.00
September 1, 2022 – August 31, 2023:	$1,788.00	$1,052.00	$2,840.00
September 1, 2023 – September 30, 2024:	$1,842.00	$1,083.00	$2,925.00

   In addition to the above described Base Monthly Rent, Lessee shall continue to pay to Lessor Lessee's Share of Common Area Operating Expenses and Utility reimbursement (which as of Lease Amendment execution are currently estimated to be $898.00 and $533.00 per month, respectively) commencing on October 1, 2021 and on a monthly basis on the first of each month throughout the Term of this Lease.

3. **LESSEE'S SHARE OF OPERATING EXPENSE INCREASE:**

   Effective September 1, 2021 Lessee's Share of Operating Expense Increase shall be adjusted from 4.49% to 7.48%.

4. **SECURITY DEPOSIT:**

   Per Section 5 of this Lease, upon the execution of this Lease Amendment, Lessee shall pay an additional $1,660.00 toward the Security Deposit to equate to one (1) month's Base Monthly Rent of the Expansion Premises. The Security Deposit shall then total $4,188.00.

5. **CONDITION OF EXPANSION PREMISES:**

   Effective September 1, 2021, Lessor shall provide to Lessee a 6 month warranty for the HVAC system and a 30 day warranty as to the remaining systems (such as electrical, plumbing, and lighting) for the Expansion Premises per Section 2.2 of this lease.

   At Lease Expiration, Lessee shall return the Expansion Premises to Lessor with all parts in good operational order and completing its restoration obligations, vacating the Premises, and delivering the Premises as described per the Lease.

6. **MONIES DUE UPON EXECUTION:**

   Upon Lessee's execution of this Lease Amendment, Lessee shall pay to Lessor $3,320.00 which is the sum of the below items:

October 2021 Rent for Expansion Premises:	$1,660.00
Increased Security Deposit:	$1,660.00
Total Payment Due:	$3,320.00

INITIALS: DS MS DS EC

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7. LESSOR'S WORK:

Lessor, at Lessor's expense, shall substantially complete the below items within 15 business days following mutual Lease Amendment execution.

The below lettered items correspond to the lettered items on the attached Exhibit A:

A. Frame the existing pony wall to create a full height wall at the deck area to separate common space from the Premises
B. Demo and dispose of existing millwork

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**, **an individual**

By: DocuSigned by: Ethan Conrad A5A6A4E5EA9B4D3...
Ethan Conrad

Date: 8/13/2021

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a California non-profit organization**

By: DocuSigned by: Murdoch Smith 1021EC6ABD8B40E...
Murdock Smith, Executive Director

Date: 8/13/2021

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EXHIBIT A

ETHAN CONRAD PROPERTIES INC.
Hillcrest Plaza suite V
229 Clark Ave.
Yuba City, CA

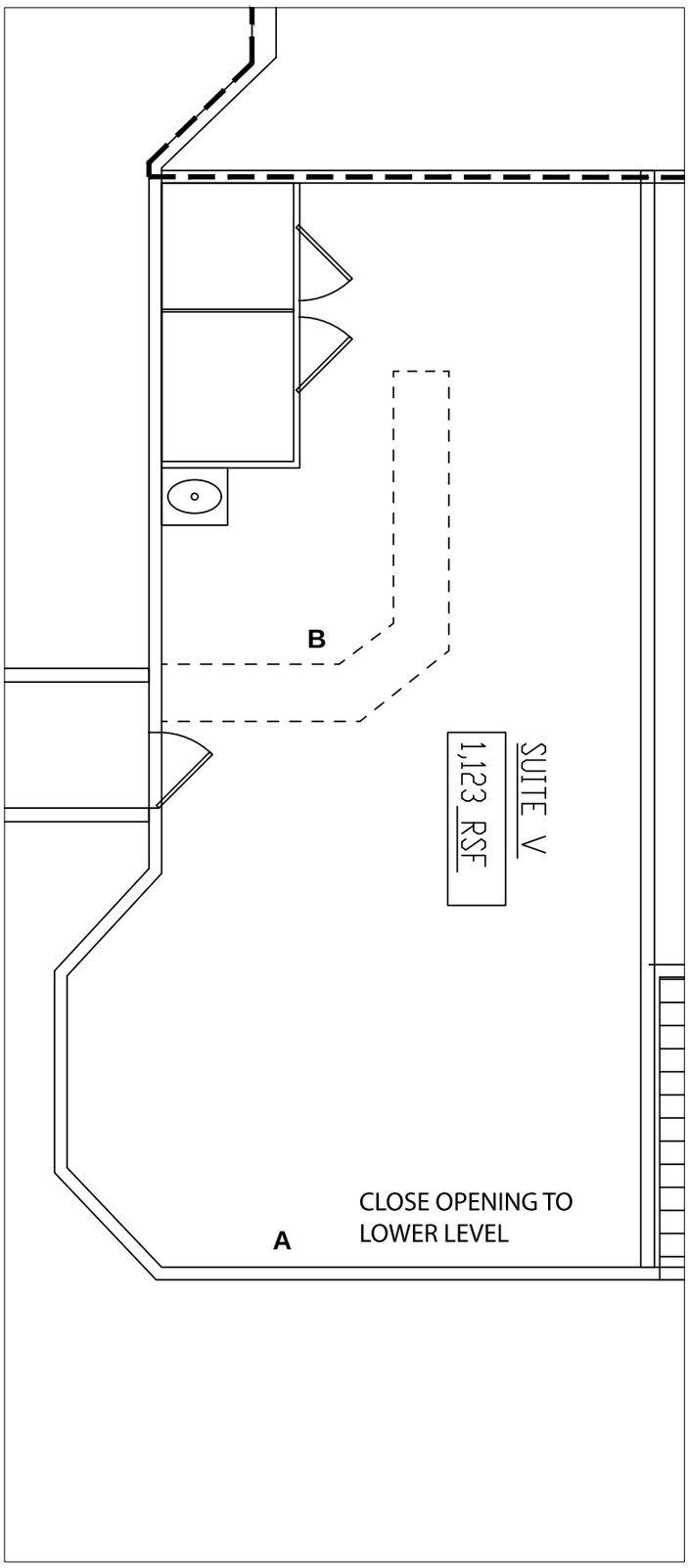

11/4/2019

SCALE: NONE

North

INITIALS

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EXHIBIT B

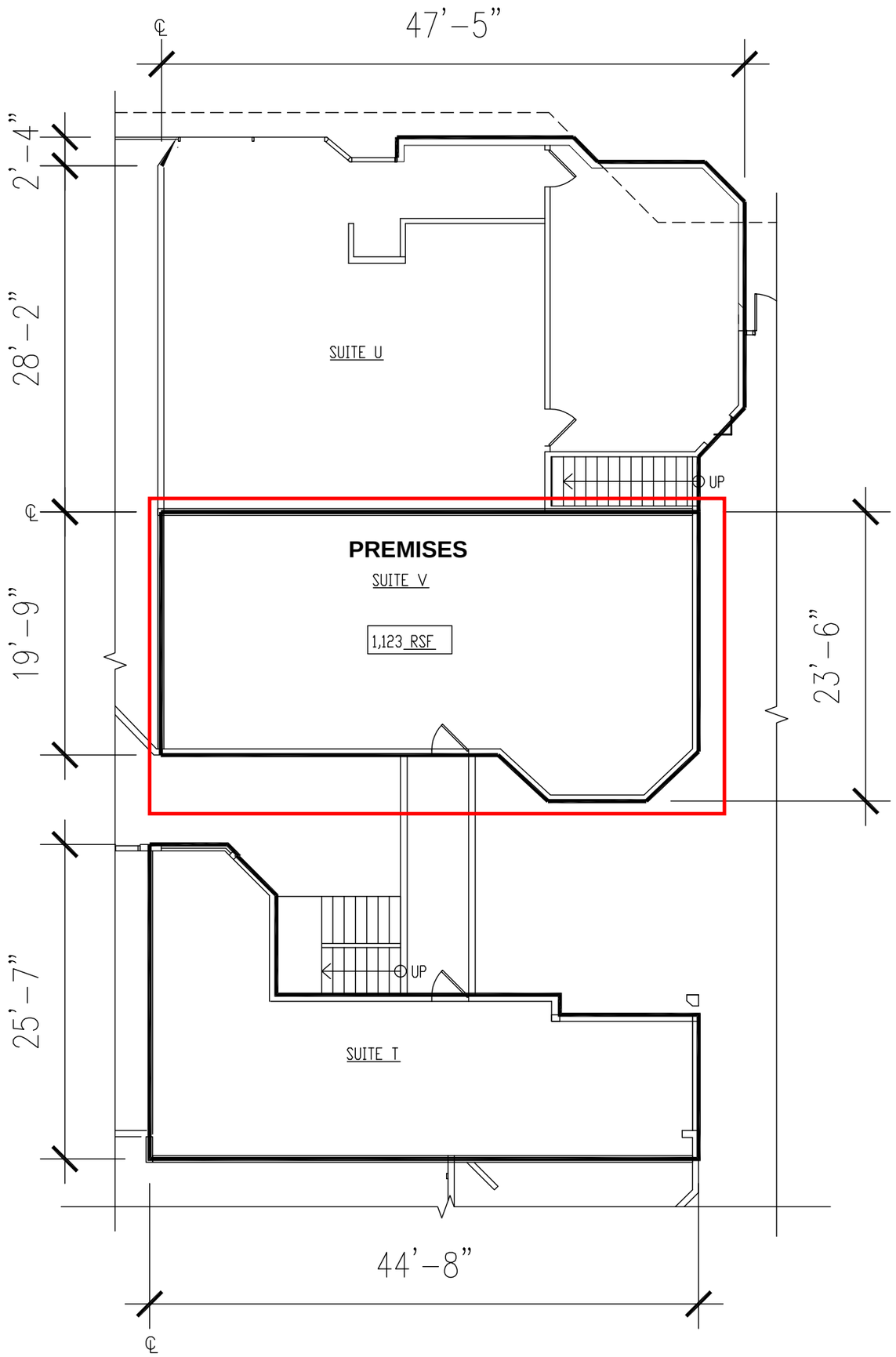

ETHAN CONRAD PROPERTIES INC.
Hillcrest Plaza suite T,U & V
229 Clark Ave.
Yuba City, CA

INITIALS: DS

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AIRCRE contracts

STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only July 16, 2021, is made by and between Ethan Conrad, an individual ("**Lessor**") and Highlands Community Charter and Technical School, a California non-profit organization ("**Lessee**") (collectively the "**Parties**", or individually a "**Party**").

1.2 **Premises:** That certain portion of the Shopping Center (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state): 229 Clark Ave, Suite Q, Yuba City, CA, 95991 ("**Premises**"). The Premises are located in the County of Sutter and generally described as (describe briefly the nature of the Premises): an approximately 1,686 SF retail space. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Shopping Center. The Premises and the Building are situated within the Shopping Center known as Hillcrest Plaza. The Premises, the Building, the Common Areas, and all other buildings and improvements within said Shopping Center, together with the land upon which they are located, are herein collectively referred to as the "**Shopping Center**." (See also Paragraph 2)

1.3 **Term:** Three (3) years and one and one half (1.5) months ("**Original Term**") commencing August 16, 2021 ("**Commencement Date**") and ending September 30, 2024 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $1,736.00 per month ("**Base Rent**"), payable on the first day of each month commencing September 16, 2021. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Percentage Rent Rate**: N/A percent (N/A %) of Gross Sales. Percentage Rent shall be due and payable in accordance with the provisions of the Percentage Rent Addendum, if any, attached hereto and made a part hereof, and Paragraph 4 hereof.

1.7 **Lessee's Share of Common Area Operating Expenses**: Four and forty-nine hundredths percent (4.49 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Shopping Center are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.8 **Merchants' Association Annual Dues**: N/A per year ("**Merchants' Association Dues**"). Lessee shall pay Merchants' Association Dues and/or become a member of the Merchants' Association in accordance with the provisions of the Merchants' Association Addendum, if any, attached hereto.

1.9 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $1,736.00 for the period September 16 - October 15, 2021.

(b) **Common Area Operating Expenses:** The current estimate for the period September 16 - October 15, 2021 is $472.00.

(c) **Security Deposit:** $2,528.00 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Merchants' Association Dues**: N/A for the period N/A.

(e) **Other:** $320.00 for monthly utility reimbursement.

(f) **Total Due Upon Execution of this Lease:** $5,056.00.

1.10 **Agreed Use**: Charter school. (See also Paragraph 6)

1.11 **Agreed Trade Name**: Highlands Community Charter. (See also Paragraph 6)

1.12 **Insuring Party**. Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.13 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation**: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm N/A License No. _____ Is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent _____ License No. _____ is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm N/A License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of N/A or N/A % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.14 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37)

1.15 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 53;

☑ a site plan marked Exhibit A depicting the Premises;

☑ a site plan marked Exhibit B depicting the Shopping Center;

☐ a current set of the Rules and Regulations for the Shopping Center;

☐ a current set of the Sign Criteria for the Shopping Center;

☐ a Work Letter;

☐ other (specify): NONE.

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Premises shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems

DS MS INITIALS

DS EC INITIALS

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or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Premises. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act) and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall not use and shall not permit its employees to use any parking spaces in the Shopping Center except for parking by vehicles that are no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessee shall permit its employees to only occupy those parking spaces, if any, as depicted as employee parking spaces on the Shopping Center site plan. Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Shopping Center and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Shopping Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Shopping Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas, nor the right to display merchandise or conduct sales in the Common Areas. Any such storage, display or sales shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, as exercised in Lessor's sole discretion, which consent may be revoked at any time. In the event that any unauthorized storage or displays shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Shopping Center and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Shopping Center.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes or additions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, elevations, landscaped areas, signage, walkways and utility raceways;

(b) To use and close temporarily any of the Common Areas for the purpose of maintaining, repairing and altering the Shopping Center, so long as reasonable access to the Premises remains available, and to close temporarily any of the Common Areas to whatever extent is required in the opinion of Lessor's counsel to prevent a dedication of or the accrual of any rights of any persons or of the public to any of the Common Areas;

(c) To designate other land outside the boundaries of the Shopping Center to be a part of the Common Areas or to be entitled to use the Common Areas

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on a reciprocal basis;

(d) To add additional buildings and improvements to the Common Areas; and

(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Shopping Center as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

2.11 **Common Areas - Promotional Events; Sidewalk Sales**. Lessor reserves the right, from time to time, in Lessor's sole discretion, to utilize portions of the Common Areas for promotional events, which may include but shall not be limited to entertainment. Lessor further reserves the right, in Lessor's sole discretion, to permit any one or more tenants of the Shopping Center to conduct the display and/or sale of merchandise from the sidewalks immediately adjacent to such tenants' respective premises.

2.12 **Common Areas - Remodeling**. At any time during the Term, Lessor may remodel or expand, in any manner, the existing Shopping Center, which work may include, without limitation, the addition of shops and/or new buildings to the Shopping Center (collectively, "**Remodeled Center**"). If Lessor deems it necessary for construction personnel to enter the Premises in order to construct the Remodeled Center, Lessor shall give Lessee no less than 60 days prior notice and Lessee shall allow such entry. Lessor shall use reasonable efforts to complete any work affecting the Premises in an efficient manner so as not to interfere unreasonably with Lessee's business. Lessee shall not be entitled to any damages for any inconvenience or any disruption to Lessee's business caused by such work; provided, however, the Base Rent paid by Lessee for the period of the inconvenience shall be abated in proportion to the degree that Lessee's use of the Premises is impaired. Lessor shall have the right to use portions of the Premises to accommodate any structures required for the Remodeled Center, provided that if as a result thereof there is a permanent decrease in the floor area of the Premises of 3% or more, there shall be a proportionate downward adjustment of Base Rent and Lessee's Share.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If an Early Possession Date has been specified in Paragraph 1.4, the Parties intend that Lessee shall have access to the Premises as of the Early Possession Date for purposes of preparing and fixturizing the Premises for the conduct of Lessee's business. If Lessee totally or partially occupies the Premises prior to the Commencement Date for any reason (and for purposes hereof, "occupancy" shall include, without limitation, Lessee's entry onto the Premises for purposes of preparing and fixturizing the Premises for business), the obligation to pay Base Rent and Percentage Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to Lessee's obligations to carry insurance and to maintain the Premises) shall be in effect during such period, except that Lessee's obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums shall only be in effect prior to the Commencement Date if Lessee has opened for business in the Premises prior to the Commencement Date. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent and, if applicable, Percentage Rent, Lessee's Share (as specified in Paragraph 1.7) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Shopping Center, including, but not limited to, the following:

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, and replacement as reasonably necessary, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, parking lot striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire detection and/or sprinkler systems.

(dd) Common electrical, plumbing and other utilities servicing any building in the Shopping Center and/or the Common Areas.

(ee) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management (including, but not be limited to, a property management fee to Lessor equal to 5% of Base Rent and Percentage Rent), security services, and the costs of any environmental inspections.

(iv) Reserves set aside for equipment, maintenance, repair and replacement of Common Areas.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation of the Shopping Center.

(ix) The cost of any capital improvement to the Building or the Shopping Center not covered under the provisions of Paragraph 2.3, provided, however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) If Lessor determines that the method of proration of any item included within Common Area Operating Expenses is inequitable, Lessor may prorate such item on the basis of usage or other equitable considerations. Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to any other premises or building in the Shopping Center or to the operation, repair and maintenance thereof, shall be allocated entirely to such premises or building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to any premises or building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Shopping Center.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Shopping Center already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) If there are one or more Major Tenants (as hereinafter defined) within the Shopping Center, then at Lessor's sole option, the amount to be reimbursed by such Major Tenants to Lessor for all or a portion of the Common Area Operating Expenses may be determined by alternative equitable methods (e.g., a Major Tenant may pay directly for its own security), and the actual amount paid by such Major Tenants shall be credited against the Common Area Operating Expenses

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allocated to other tenants of the Shopping Center; provided, however, that in such event the rentable area of the buildings leased to such Major Tenants shall be excluded from the rentable area of the Shopping Center for purposes of determining Lessee's Share of Common Area Operating Expenses for those specific items, notwithstanding the percentage set forth in Paragraph 1.7. As used herein, the term "**Major Tenant**" shall mean a tenant leasing at least 15,000 square feet of rentable area within the Shopping Center.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**.

(a) **Agreed Use; Agreed Trade Name**. Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose, and Lessee shall operate at the Premises only under the Agreed Trade Name and under no other trade name. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvement on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises, and/or is not in conflict with or incompatible with the existing or proposed uses (whether or not exclusive) of other occupants of the Shopping Center. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Trade Name, so long as the same is not in conflict with or incompatible with the nature and character of the Shopping Center or other existing or proposed uses of other occupants of the Shopping Center. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use and/or Agreed Trade Name.

(b) **Continuous Operation**. Lessee shall continuously (i) operate and conduct the Agreed Use under the Agreed Trade Name within the entire Premises in a reputable manner and in conformity with industry standards of practice prevailing in the field of business among merchants engaged in the same or similar business in the city in which the Premises are located, (ii) staff the Premises with sufficient sales personnel, stock the Premises with adequate merchandise and exercise sound business practices so as to maximize Gross Sales for the benefit of Lessor. At a minimum, Lessee shall keep the Premises continuously open for business Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturday from 9:00 a.m. to 6:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m. If Lessee fails to comply with the requirements of this Paragraph 6.1(b), then in addition to any and all other rights and remedies of Lessor, Lessee shall pay to Lessor an amount equal to 1/15th of the Base Rent for each day or portion thereof that Lessee fails to so comply. Such sum shall be in addition to, and not a part of, the Base Rent otherwise due under this Lease.

(c) **Violations of Exclusive Use Rights**. Lessee acknowledges that Lessor may grant, or may have previously granted, exclusive use rights to other tenants of the Shopping Center and agrees that a material consideration to Lessor in entering into this Lease is Lessee's covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above. Lessee's violation of exclusive use rights granted to other tenants of the Shopping Center will result in Lessor suffering irreparable harm and, therefore, in addition to all other rights and remedies available to Lessor, Lessor may seek to enjoin Lessee's breach of such covenant and Lessee shall be liable for any damages incurred or sustained by Lessor to such other tenants whose exclusive use rights are breached by Lessee. In no event shall Lessor be liable to Lessee for any failure of any other tenants of the Shopping Center to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.

(d) **Other Tenancies**. Lessor, at its sole discretion, reserves the absolute right to establish procedures to control other tenancies in the Shopping Center. Regardless of whether any specific tenants are shown on any site plan attached hereto, Lessee does not rely on that fact, nor does Lessor represent that any specific tenant or number or type of tenants shall or shall not during the Term occupy any portion of the Shopping Center, nor does Lessee rely on any other tenant operating its business in the Shopping Center at any particular time or times. Further, no conduct by any tenant, subtenant or other occupant of, or any customer of, or any supplier to or use of any portion of the Shopping Center shall constitute an eviction, constructive or otherwise, of Lessee from the Premises, and Lessee hereby waives any and all claims that it might otherwise have against Lessor by reason thereof.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance,

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security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Shopping Center not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any

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modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor ~~not earlier than 90 and not later than 30 days~~ prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Shopping Center if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are

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adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Shopping Center, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises or Common Areas which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total Replacement Cost of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially

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reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Damage to Shopping Center**. In the event of any damage or destruction to other portions of the Building or to any other buildings in the Shopping Center, whether insured or uninsured (and whether or not there is also damage or destruction to the Premises), which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction, Lessor may either (i) repair such damage or destruction as soon as reasonably possible without expense to Lessee, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage or destruction. Such termination shall be effective 60 days following the date of such notice.

9.7 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Base Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.8 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Shopping Center, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Shopping Center address. The term "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Shopping Center, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Shopping Center, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Shopping Center by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request, or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. To the extent any such utilities and/or services are not separately metered, Lessee shall pay Lessee's Share thereof in accordance with Paragraph 4.2. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent and Percentage Rent Rate to 110% of the Base Rent and Percentage Rent Rate then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

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(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $2000 ~~500~~ as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The vacating or abandonment of the Premises. Lessee shall be deemed to have vacated the Premises if Lessee ceases to continuously operate its business in the Premises for a period of 5 consecutive days.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful

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detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.13 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Shopping Center, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.13, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

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17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent and Percentage Rent Rate being 150% of the Base Rent and Percentage Rent Rate payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

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27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion.

34. Signs. Lessor may place on the Premises ordinary "**For Sale**" signs at any time and ordinary "**For Lease**" signs during the last 6 months of the term hereof. All signs must comply with all Applicable Requirements. Lessee shall not place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls or the roof of the Building, or anywhere else within the Shopping Center outside of the Premises, or on any interior portions of the Premises that are visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material or any other items without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion. Lessor shall designate the size, shape, color, design, and location of all exterior sign(s) to be installed by Lessee, and Lessee shall, at Lessee's sole cost and expense, fabricate, construct and install all such sign(s) in full compliance with Lessor's designation and in accordance with the Sign Criteria for the Shopping Center attached hereto, if any. Lessee agrees to submit plans and specifications for Lessee's sign(s) for Lessor's written approval within 30 days after the full execution hereof and to install such sign(s) prior to opening for business at the Premises. Lessor, at Lessee's cost, may remove any item placed, constructed or maintained in, upon or about the Premises or Shopping Center which does not comply with this paragraph. In the event there is a pole, pylon or monument sign for the Shopping Center, Lessor shall have the right, but not the obligation, to install lettering designating Lessee's business on such sign, at Lessee's expense, with Lessor's approval of location, size, style and color. All signs that are permanently attached to the Premises or Building shall become the property of Lessor at the expiration or earlier termination hereof; provided, however, that Lessee shall promptly remove all such signs if Lessor so elects, and Lessee shall promptly repair all damage caused by such removal. Lessee shall not place, construct or maintain in, upon or about the Premises any search lights, flashing lights, loudspeakers, phonographs or other visual or audio media.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. In those express instances where consent is within the sole discretion of a party, the party shall have no obligation to adhere to a standard of reasonableness. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is

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still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. While Lessor does not assume any responsibility to provide any security measures or any liability for failure to provide security measures or for any inadequacy thereof, Lessor shall have the authority to institute or continue such security measures as Lessor in its sole discretion deems necessary or appropriate from time to time, the cost and expenses of which shall be considered Common Area Operating Expenses. To the degree directed by Lessor, Lessee shall coordinate its security measures at the Premises with the security measures instituted by Lessor, if any.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Building Planning. Lessor shall have the right at any time or times, upon giving Lessee not less than 60 days prior written notice, to provide and furnish Lessee with space of comparable visibility located elsewhere within any of the buildings within the Shopping Center and to move Lessee into such new space, provided that the usable area of such new space is not less than the usable area of the Premises and provided that all of Lessee's reasonable out-of-pocket moving expenses (including but not limited to the cost of moving Lessee's personal property, the cost of reprinting Lessee's stationery or other business materials with the new address, and the cost to relocate and reinstall tenant improvements and Lessee's telecommunications and computer equipment) shall be paid by Lessor, and provided further that Lessor shall construct at Lessor's expense such improvements to such new space as shall be necessary to place it in a condition that is substantially comparable to the Premises. Except as provided in the immediately preceding sentence, Lessor shall have no obligation to improve such space or pay any other expenses incurred by Lessee as a result of such relocation. On such relocation, the terms and conditions of this Lease shall remain in full force and effect, including but not limited to the Base Rent payable hereunder and Lessee's Share (even if the usable area of such relocated Premises is in excess of the usable area of the Premises), except that the Premises shall be in such new location. Upon Lessor's request, the Parties shall execute an amendment to this Lease in form required by Lessor confirming the relocation of the Premises to such new location. If the new space does not meet with Lessee's approval, which approval Lessee shall give or withhold in accordance with Paragraph 36, Lessee shall have the right to cancel this Lease by giving Lessor written notice thereof within 15 days of receipt of Lessor's notification of its intent to relocate Lessee. Lessee's failure to give such notice within such 15 day period shall be deemed Lessee's approval of the new space. If timely notice is given by Lessee, then this Lease shall terminate unless Lessor rescinds Lessor's prior notice of its intent to relocate Lessee within 10 days after Lessor's receipt of Lessee's notice of cancellation.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: 8/13/2021

By LESSOR:
Ethan Conrad, an individual

By: DocuSigned by: Ethan Conrad A5A6A4E1FFA9B4D3...
Name Printed: Ethan Conrad
Title: _____
Phone: 916-779-1000
Fax: 916-779-1200
Email: ethan@ethanconradprop.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 1300 National Drive, Suite 100
Sacramento, CA 95834
Federal ID No.: _____

BROKER
N/A

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Executed at: _____
On: 8/13/2021

By LESSEE:
Highlands Community Charter and Technical School, a California non-profit organiz

By: DocuSigned by: Murdock Smith 1021FC6ABD8B40E...
Name Printed: Murdock Smith
Title: Executive Director
Phone: _____
Fax: _____
Email: rich.henning@hccts.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 229 Clark Ave, Suite Q
Yuba City, CA 95991
Federal ID No.: _____

BROKER
N/A

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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ADDENDUM TO STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET
dated July 16, 2021
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, a California non-profit organization
is referred to as "Lessee"
with reference to the Premises located at 229 Clark Ave, Suite Q
Yuba City, County of Sutter, State of California

This Addendum/Amendment shall, in the event of a conflict, supersede any provisions as set forth in the Lease and any prior Addendums/Amendments.

As an item of clarification all terms set forth in the Lease and preceding Addendums/Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

All capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Lease.

ADDITIONAL PROVISIONS:

51. BASE MONTHLY RENT SCHEDULE:

August 16, 2021 - September 15, 2021:	Free	
September 16 - 30, 2021:	$868.00	(prorated)
October 1, 2021 - August 31, 2022:	$1,736.00	
September 1, 2022 – August 31, 2023:	$1,788.00	
September 1, 2023 – September 30, 2024:	$1,842.00	

In addition to the above described Base Monthly Rent, Lessee shall pay to Lessor Lessee's Share of Common Area Operating Expenses and Utility reimbursement (which as of Lease execution are currently estimated to be $472.00 and $320.00 per month, respectively) commencing on September 16, 2021 and on a monthly basis on the first of each month throughout the Term of this Lease.

52. TENANT SIGNAGE:

Lessee shall not place any signs which are visible from the exterior of the Premises without Lessor's prior written consent, which will not be unreasonably withheld. For further clarity, this includes all "window signage" that can be seen from the exterior of the Premises. In the event that Lessee violates any of these provisions, Lessor will have the right to remove such non-approved signage and dispose of such without prior notice.

53. LESSOR'S WORK:

Lessor, at Lessor's expense, shall substantially complete the below items within 15 business days following mutual Lease execution.

The below lettered items correspond to the lettered items on the attached Exhibit A:

A. Demo and dispose of existing millwork island, cut back plumbing to existing wall and leave hook ups
B. Complete existing demising wall between front and rear of suite
C. Install (1) new door at completed wall and (1) new door at existing opening
D. Relocate lighting controls to be at interior door locations

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**, **an individual**

By: DocuSigned by: Ethan Conrad
A5A6A4EEEA9B4D3...
Ethan Conrad

Date: 8/13/2021

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a California non-profit organization**

By: DocuSigned by: Murdock Smith
1021FC6ABD8B40E...
Murdock Smith, Executive Director

Date: 8/13/2021

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EXHIBIT A

BEFORE LESSOR'S WORK

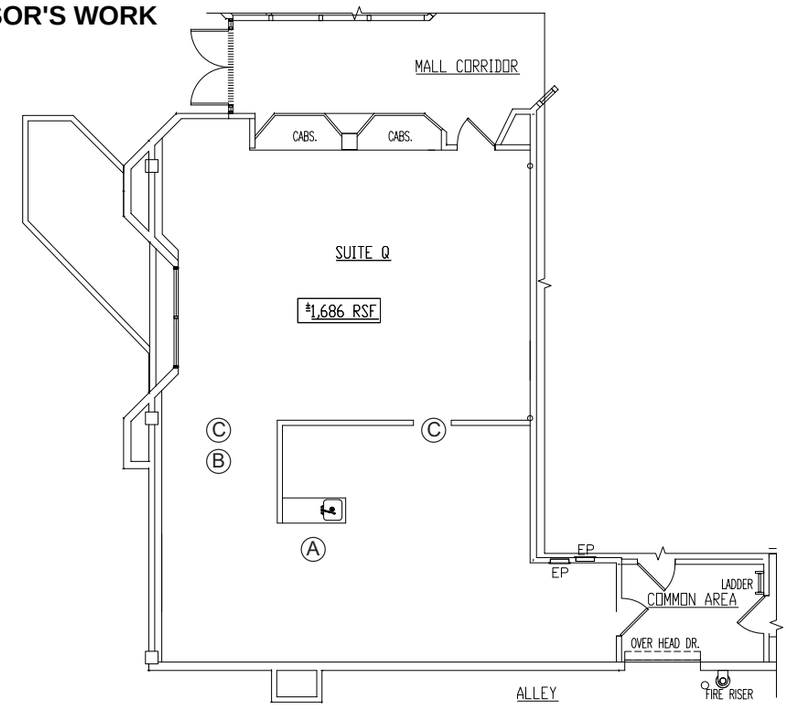

AFTER LESSOR'S WORK

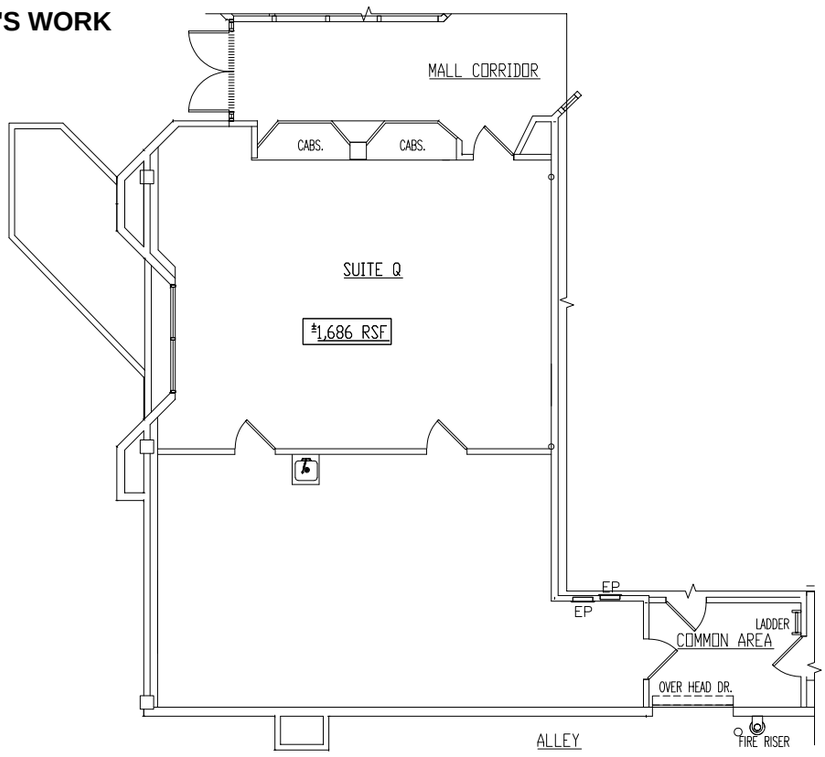

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EXHIBIT B

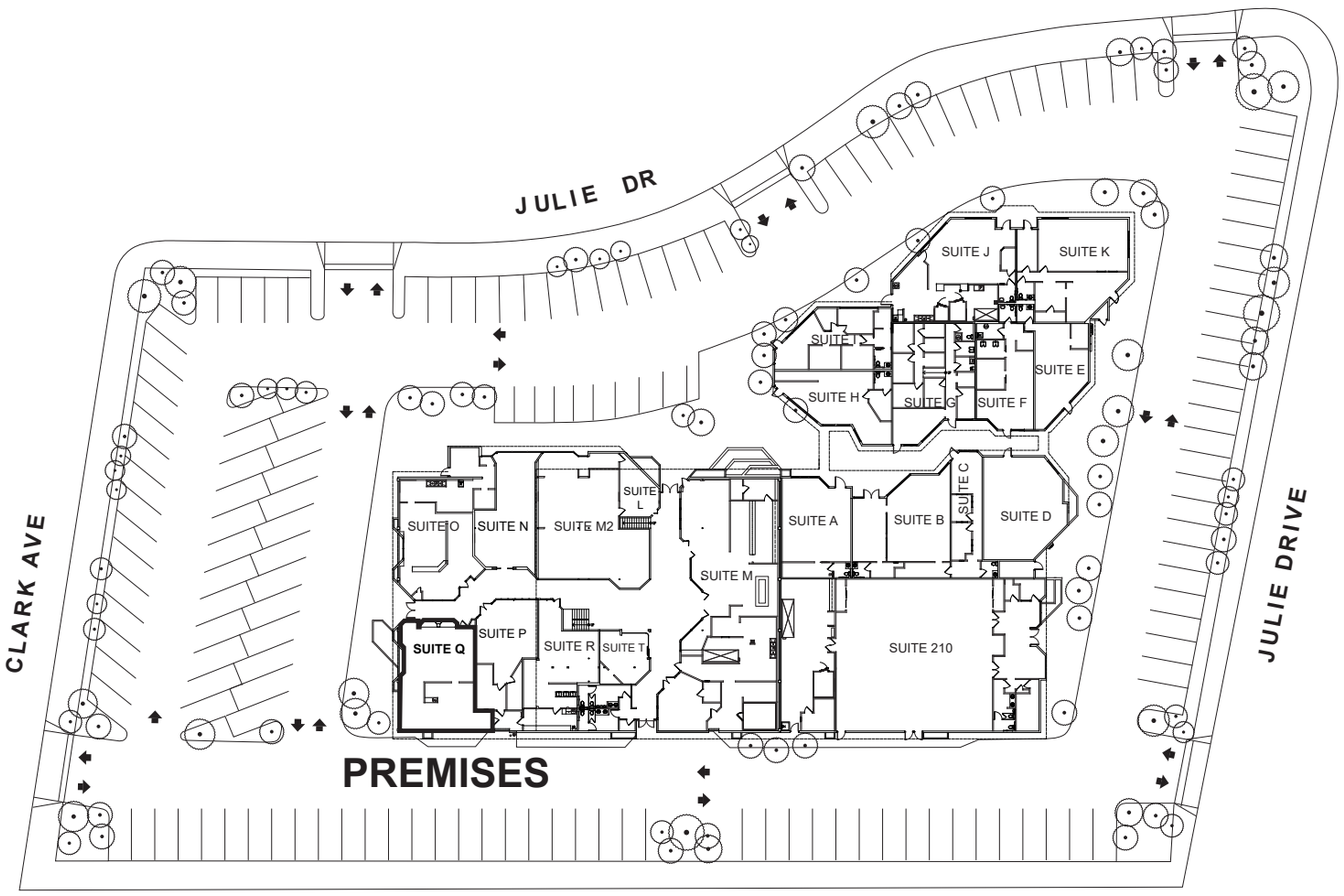

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SUBLEASE FOR A SINGLE SUBLESSEE

To be used if the entire space (Premises) will be subleased by a single sublessee whether or not the space (Premises) is a single tenant building or is located in a multi-tenant building.

If there will be one or more sublessees sharing the space with each other and/or the lessee, whether or not the space (Premises) is a single tenant building or is located in a multi-tenant building, use the Sublease for Multiple Tenants.

1. Basic Provisions ("Basic Provisions").

1.1 **Parties**: This Sublease ("**Sublease**"), dated for reference purposes only August 25, 2025 , is made by and between Highlands Community Charter and Technical Schools ("**Sublessor**") and KPB Immigration Law Firm PC ("**Sublessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2 **Premises**: That certain real property, including all improvements therein, and commonly known as (street address, city, state, zip) 555 Capitol Mall – Sublease Suite 1275, Sacramento, CA 95814 located in the County of Sacramento , State of California and generally described as (describe briefly the nature of the property) Located within a 15-story professional office building, Suite 1275 offers approximately 2,070 rentable square feet. ("**Premises**").

1.3 **Term**: 2 (two) years years and 1 (one) months commencing October 1, 2025 ("**Commencement Date**") and ending September 30, 2027 ("**Expiration Date**") In the event that delivery is delayed beyond October 1, 2025, the Sublessee shall have the right to terminate this lease..

1.4 **Early Possession**: If the Premises are available Sublessee may have non-exclusive possession of the Premises commencing August 18, 2025 ("**Early Possession Date**").

1.5 **Base Rent**: $5,692.50 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing October 1, 2025 . Rent will commence only after possession has been granted and insurance has been approved.

☑ If this box is checked, there are provisions in this Sublease for the Base Rent to be adjusted.

1.6 **Base Rent and Other Monies Paid Upon Execution**:

(a) **Base Rent**: $5,692.50 for the period 10/1/2025 - 10/31/2025 .

(b) **Security Deposit**: $6,039.18 ("**Security Deposit**").

(c) **Association Fees**: _____ for the period _____.

(d) **Other**: Parking for $860.00 ($215.00 per stall, unreserved for 9/1/2025-9/30/2025) .

(e) **Total Due Upon Execution of this Sublease**: $12,591.68 .

1.7 **Agreed Use**: The Premises shall be used and occupied only for Professional office use, including legal services and general administrative functions and for no other purposes.

1.8 **Real Estate Brokers.**

(a) **Representation**: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Sublease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Sublessor's Brokerage Firm Cornish & Carey Commercial, a California corporation dba Newmark License No. 00832933 is the broker of (check one): ☐ the Sublessor; or ☑ both the Sublessee and Sublessor (dual agent).

Sublessor's Agent Jack Blackmon License No. 01999561 is (check one): ☑ the Sublessor's Agent (salesperson or broker associate); or ☑ both the Sublessee's Agent and the Sublessor's Agent (dual agent).

Sublessee's Brokerage Firm Cornish & Carey Commercial, a California corporation dba Newmark License No. 00832933 is the broker of (check one): ☐ the Sublessee; or ☑ both the Sublessee and Sublessor (dual agent).

Sublessee's Agent Nancy Morse CCIM, MCR, SIOR License No. 00983283 is (check one): ☑ the Sublessee's

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Agent (salesperson or broker associate); or ☑ both the Sublessee's Agent and the Sublessor's Agent (dual agent).

(b) **Payment to Brokers**: Upon execution and delivery of this Sublease by both Parties, Sublessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of ____ or 7.5 % of the total Base Rent) for the brokerage services rendered by the Brokers. Half to be paid upon lease execution and half to be paid by Commencement date.

1.9 **Guarantor**. The obligations of the Sublessee under this Sublease shall be guaranteed by _____ ("**Guarantor**").

1.10 **Attachments**. Attached hereto are the following, all of which constitute a part of this Sublease:

☑ an Addendum consisting of Paragraphs 14 through 20 ;

☐ a plot plan depicting the Premises;

☐ a Work Letter;

☐ a copy of the Master Lease and any and all amendments to such lease (collectively the "**Master Lease**");

☑ other (specify): Exhibit A-Floor Plan, Agency Disclosure .

2. Premises.

2.1 **Letting**. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Sublease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Sublessee is advised to verify the actual size prior to executing this Sublease.**

2.2 **Condition**. Sublessor shall deliver the Premises to Sublessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and any items which the Sublessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Sublessee, shall be in good operating condition on said date. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Sublessor shall, as Sublessor's sole obligation with respect to such matter, except as otherwise provided in this Sublease, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Sublessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements. If Sublessee does not give Sublessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Sublessee at Sublessee's sole cost and expense.

2.3 **Compliance**. Sublessor warrants that any improvements, alterations or utility installations made or installed by or on behalf of Sublessor to or on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances ("**Applicable Requirements**") in effect on the date that they were made or installed. Sublessor makes no warranty as to the use to which Sublessee will put the Premises or to modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Sublessee's use. **NOTE: Sublessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Sublessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Sublessor shall, except as otherwise provided, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, rectify the same.

2.4 **Acknowledgements**. Sublessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Sublessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Sublessee's intended use, (c) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Sublessor, (e) the square footage of the Premises was not material to Sublessee's decision to sublease the Premises and pay the Rent stated herein, and (f) neither Sublessor, Sublessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Sublessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Sublessee's ability to honor the Sublease or suitability to occupy the Premises, and (ii) it is Sublessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Americans with Disabilities Act**. In the event that as a result of Sublessee's use, or intended use, of the Premises the Americans with Disabilities Act or any similar law requires modifications or the construction or installation of improvements in or to

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the Premises, Building, Project and/or Common Areas, the Parties agree that such modifications, construction or improvements shall be made at: ☑ ~~Sublessor's expense~~ ☐ Sublessee's expense.

3. Possession.

3.1 **Early Possession**. Any provision herein granting Sublessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Sublessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Sublease (including but not limited to the obligations to pay Sublessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.2 **Delay in Commencement**. Sublessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises by the Commencement Date. If, despite said efforts, Sublessor is unable to deliver possession as agreed, the rights and obligations of Sublessor and Sublessee shall be as set forth in Paragraph 3.3 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

3.3 **Sublessee Compliance**. Sublessor shall not be required to tender possession of the Premises to Sublessee until Sublessee complies with its obligation to provide evidence of insurance. Pending delivery of such evidence, Sublessee shall be required to perform all of its obligations under this Sublease from and after the Start Date, including the payment of Rent, notwithstanding Sublessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Sublessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Sublessor may elect to withhold possession until such conditions are satisfied.

4. Rent and Other Charges.

4.1 **Rent Defined**. All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("**Rent**"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

4.2 **Utilities**. Sublessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon.

5. Security Deposit. The rights and obligations of Sublessor and Sublessee as to said Security Deposit shall be as set forth in Paragraph 5 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

6. Master Lease.

6.1 Sublessor is the lessee of the Premises by virtue of the "**Master Lease**", wherein Pac West Office Equities, LP, a California limited partnership is the lessor, hereinafter the "**Master Lessor**".

6.2 This Sublease is and shall be at all times subject and subordinate to the Master Lease.

6.3 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

6.4 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease except for the following paragraphs which are excluded therefrom: _____.

6.5 The obligations that Sublessee has assumed under paragraph 6.4 hereof are hereinafter referred to as the "**Sublessee's Assumed Obligations**". The obligations that sublessee has not assumed under paragraph 6.4 hereof are hereinafter referred to as the "**Sublessor's Remaining Obligations**".

6.6 Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

6.7 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

6.8 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of

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any Party to the Master Lease.

7. Assignment of Sublease and Default.

7.1 Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease, subject however to the provisions of Paragraph 8.2 hereof.

7.2 Master Lessor, by executing this document, agrees that until a Default shall occur in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor shall Default in the performance of its obligations to Master Lessor then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. In the event, however, that the amount collected by Master Lessor exceeds Sublessor's obligations any such excess shall be refunded to Sublessor. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from the Sublessee, be deemed liable to Sublessee for any failure of the Sublessor to perform and comply with Sublessor's Remaining Obligations.

7.3 Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a Default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such Default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

7.4 No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

8. Consent of Master Lessor.

8.1 In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor then, this Sublease shall not be effective unless, within 10 days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this Subletting.

8.2 In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third parties, then neither this Sublease, nor the Master Lessor's consent, shall be effective unless, within 10 days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

8.3 In the event that Master Lessor does give such consent then:

(a) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(b) The acceptance of Rent by Master Lessor from Sublessee or anyone else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(c) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(d) In the event of any Default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or any one else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(e) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or any one else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event that Sublessor shall Default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other Defaults of the Sublessor under the Sublease.

(g) Unless directly contradicted by other provisions of this Sublease, the consent of Master Lessor to this Sublease shall not constitute an agreement to allow Sublessee to exercise any options which may have been granted to Sublessor in the Master Lease (see Paragraph 39.2 of the Master Lease).

8.4 The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

8.5 Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no Default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

8.6 In the event that Sublessor Defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any Default of Sublessor described in any notice of default if Sublessee does so within the same number of days set forth in the notice of default given to Sublessor. If such Default is cured by Sublessee then Sublessee shall have the right of reimbursement and offset from and

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against Sublessor.

9. Additional Brokers Commissions.

9.1 Sublessor agrees that if Sublessee exercises any option or right of first refusal as granted by Sublessor herein, or any option or right substantially similar thereto, either to extend the term of this Sublease, to renew this Sublease, to purchase the Premises, or to lease or purchase adjacent property which Sublessor may own or in which Sublessor has an interest, then Sublessor shall pay to Broker a fee in accordance with the schedule of Broker in effect at the time of the execution of this Sublease. Notwithstanding the foregoing, Sublessor's obligation under this Paragraph is limited to a transaction in which Sublessor is acting as a Sublessor, lessor or seller.

9.2 If a separate brokerage fee agreement is attached then Master Lessor agrees that if Sublessee shall exercise any option or right of first refusal granted to Sublessee by Master Lessor in connection with this Sublease, or any option or right substantially similar thereto, either to extend or renew the Master Lease, to purchase the Premises or any part thereof, or to lease or purchase adjacent property which Master Lessor may own or in which Master Lessor has an interest, or if Broker is the procuring cause of any other lease or sale entered into between Sublessee and Master Lessor pertaining to the Premises, any part thereof, or any adjacent property which Master Lessor owns or in which it has an interest, then as to any of said transactions, Master Lessor shall pay to Broker a fee, in cash, in accordance with the schedule attached to such brokerage fee agreement.

9.3 Any fee due from Sublessor or Master Lessor hereunder shall be due and payable upon the exercise of any option to extend or renew, upon the execution of any new lease, or, in the event of a purchase, at the close of escrow.

9.4 Any transferee of Sublessor's interest in this Sublease, or of Master Lessor's interest in the Master Lease, by accepting an assignment thereof, shall be deemed to have assumed the respective obligations of Sublessor or Master Lessor under this Paragraph 9. Broker shall be deemed to be a third-party beneficiary of this paragraph 9.

10. Representations and Indemnities of Broker Relationships. The Parties each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Sublease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Sublessee and Sublessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

11. Attorney's fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Sublessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

12. No Prior or Other Agreements; Broker Disclaimer. This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Sublessor and Sublessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Sublease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Sublessor or Sublessee under this Sublease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Sublease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker. Signatures to this Sublease accomplished by means of electronic signature or similar technology shall be legal and binding.

13. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility

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standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS SUBLEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS SUBLEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR SUBLESSEE'S INTENDED USE.

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WARNING: IF THE SUBJECT PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE SUBLEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

Executed At: _____
On: 09/08/25

By Sublessor:
Highlands Community Charter and Technical Schools

By: Signed by: Jonathan Raymond 19F2E101A4BB453...
Name Printed: Jonathan Raymond
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 1333 Grand Avenue, Sacramento, CA 95838
Federal ID No.: _____

Executed At: San Francisco, CA
On: 9/8/2025

By Sublessee:
KPB Immigration Law Firm PC

By: DocuSigned by: Wilson Purves E3031FB257C44F0...
Name Printed: Wilson Purves
Title: Principal
Phone: 9258761869
Fax: _____
Email: wpurves@kpblawyers.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 142 Sansome St, Ste 500, San Francisco, CA 94104
Federal ID No.: _____

BROKER
Cornish & Carey Commercial, a California corporation dba Newmark

Attn: Jack Blackmon
Title: Director

Address: 980 9th Street #2500, Sacramento, CA 95814
Phone: 916-569-2372
Fax: _____
Email: jack.blackmon@nmrk.com
Federal ID No.: 94-2797443
Broker DRE License #: 00832933
Agent DRE License #: 01999561

BROKER
Cornish & Carey Commercial, a California corporation dba Newmark

Attn: Nancy Morse CCIM, MCR, SIOR
Title: Senior Managing Director

Address: 3055 Olin Ave, Suite 2200, San Jose, CA 95128
Phone: 408-727-9600
Fax: _____
Email: Nancy.Morse@nmrk.com
Federal ID No.: 94-2797443
Broker DRE License #: 00832933
Agent DRE License #: 00983283

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Consent to the above Sublease is hereby given.

Executed At: _____
Executed On: _____

By Master Lessor:
Pac West Office Equities, LP, a California limited partnership

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

Executed At: _____
Executed On: _____

By Guarantor:
_____

By: _____
Name Printed: _____
Title: _____
Address: _____

By: _____
Name Printed: _____
Title: _____
Address: _____

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EXHIBITS TO LEASE

Exhibit A - Floor Plan

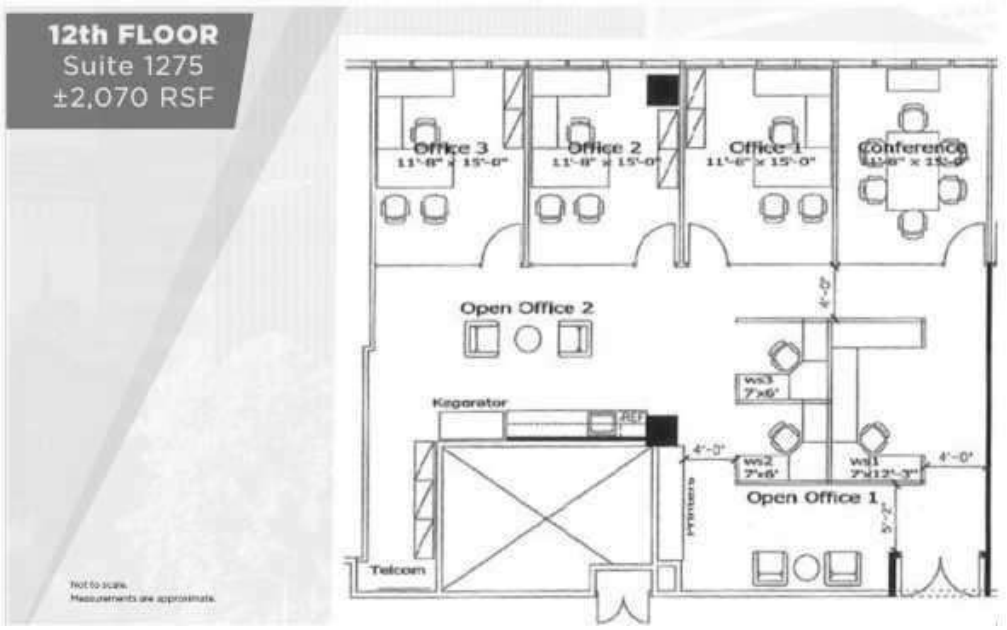

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ADDENDUM TO SUBLEASE

Date: August 14, 2025
By and Between
Sublessor: Highlands Community Charter and Technical Schools
Sublessee: KPB Immigration Law Firm PC
Property Address: 555 Capitol Mall – Sublease Suite 1275, Sacramento, CA 95814
(street address, city, state, zip)

Paragraph: 14 - 20

14. Rental Rate:

Months	Monthly Rent
1	Abated
2-12	$5,692.50
13-24	$5,863.28
25	$6,039.18

15. Operating Expenses:

The Rent paid by Sublessee shall be inclusive of any Operating Expenses charged to Sublessor by Master Lessor pursuant to the Master Lease. Sublessee shall not be responsible for payment of any portion of the Operating Expenses attributable to the Premises.

16. Furniture:

The tenant is permitted to use the existing furniture, fixtures, and equipment in the Premises, which shall be maintained, repaired, or replaced as necessary by Sublessee, at its sole cost and expense, so as to maintain its current condition, reasonable wear and tear excepted.

17. Interior Branding / Alterations:

Sublessor shall permit the painting of one to two walls, installation of artwork, and placement of a wall-mounted logo, provided that all such Alterations to the Premises must be approved by the Master Lessor, to the extent such approval is required under the terms of Article 7 ("Improvements, Alterations, Repairs and Maintenance") of the Master Lease. Sublessee shall be responsible for removal of any Alterations at Master Lessor's election, pursuant to section 7.1 of the Master Lease.

18. Early Termination or Assignment Flexibility:

The Sublessee may assign this sublease to or enter into a sub-sublease, provided that Sublessee complies with all terms of Master Lease pertaining to subleases and assignments and both Master Lessor and Sublessor grant their advance written consent to such assignment or further sublease.

19. Parking:

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The tenant is entitled to up to three unreserved parking spaces, with payments to be made directly to the parking vendor.

20. Dual Agency:

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Cornish & Carey Commercial, a California corporation dba Newmark represents both parties herein. Lessor agrees that Broker may be the agent of both Lessor and any prospective lessees. In a dual agency situation Broker has a fiduciary duty of utmost care, honesty and loyalty in the dealings with each party. In representing both parties, Broker will not without the permission of the respective party, disclose to the other party that the party will accept a price or terms less than the listing price and terms or that the other party will accept a price or terms greater than the price and term offered.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Sublease, this Addendum shall control.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with

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this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ SubLessor ☐ Lessee Signed by: Jonathan Raymond 19E2F101A4BB453... Date: 09/08/25

☐ Buyer ☐ Seller ☐ Lessor ☑ SubLessee DocuSigned by: Wilson Purves E3031FB257C44F0... Date: 9/8/2025

Agent: Cornish & Carey Commercial, a California corporation dba Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By:

DRE Lic. #: 01999561 Date: 7-28-2025
(Salesperson or Broker-Associate)
Jack Blackmon

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property.
(c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. **(a)** A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

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2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

4896-4627-4406, v. 2

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From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:10:41 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 001 - 1333 Grand Ave (HCCS).pdf 003 - 3301 37th Ave.pdf 009 - 5750 Sunrise Blvd Suite 100 (Inactive 06.28.24).pdf 010 - 3144 Palm Street, Building 826 (Inactive 08.15.25).pdf 012 - 2300 Edison Ave.pdf 022 - 8411 Jackson Rd (Inactive 11.07.25).pdf 024 - 5961 Franklin Blvd.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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[redacted]

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:23 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

Hello Shari,

We have gathered all the lease agreements for HCCTS facilities that you requested. This may require multiple emails.
Please see the attachments below.

Thank you,
Melissa

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure

to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 7, 2024

Via Electronic Mail

Rejie Marie Baloyos
Asian Resources, Inc.
6270 Elder Creek Rd.
Sacramento, CA 95824

Ms. Baloyos,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2023 for the site located at 5750 Sunrise Blvd. #100, Citrus Heights, CA 95610. Pursuant to Section 18 of the MOU, we regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Friday, June 28, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at mayra.valdivia@hccts.org.

Thank you,

MAYRA VALDIVIA
Acting Executive Director
Highlands Community Charter School

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER
SCHOOL AND
ASIAN RESOURCES, INC.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and the Asian Resources Inc., a non-profit community-based organization organized and existing under the laws of the State of California (hereinafter "ARI").

I. RECITALS

WHEREAS, ARI is located at 5750 Sunrise Blvd. #100 Citrus Heights, CA 95610. Classroom and office facilities to be utilized under the terms of this agreement are located at 5750 Sunrise Blvd. #100 Citrus Heights, CA 95610.

WHEREAS, HIGHLANDS and ARI desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of ARI's sites during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and ARI hereby agree as follows:

1. General Information.

A. Both HIGHLANDS and ARI agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLAND

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2. Use of the Site.

ARI hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/ or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the sites shall comply with all ARI policies and regulations and/ or practices applicable and maintaining all licenses and/ or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and

Staff Office space

A. Term. HIGHLANDS' use of the site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with ARI's shared use of the site, if any. ARI's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to ARI. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and ARI's equipment thereon, shall revert to ARI.

D. Drill Notice. In the event that HIGHLANDS' conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide ARI with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from ARI, if available. Upon completion of equipment conducted by ARI, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with

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HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and ARI agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) ARI shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

ARI agrees to provide space to HIGHLANDS as described in section 2 at a charge of **$4,740.00 for** 5750 Sunrise Blvd. #100 until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

ARI shall prepare a monthly invoice for HIGHLANDS use of the facility. This invoice shall be submitted by ARI and paid within 30 days of receipt and approval of invoice.

4. Financial/Record Keeping Obligations.
ARI agrees to maintain attendance records utilizing PowerSchool student information system. Further, ARI shall assist and support HIGHLANDS in the administration of the California Student Assessment System (CASAS) and other assessments required, or necessary to monitor student progress.

5. Instruction
All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

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6. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of ARI; ARI will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space at the location.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires ARI to perform emergency or major maintenance and repairs, HIGHLANDS shall notify ARI directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard or prevent significant damage to ARI property. ARI reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without ARI' prior written consent. ARI approval of any improvements, including the work schedule, work hours, and modifications, shall be at a reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with ARI's construction requirements. The construction or installation of improvements shall be performed in a sound and workman like manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. ARI or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and ARI may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event ARI requires the cessation of work, ARI and HIGHLANDS will immediately meet to address ARI concerns. No construction or installation will resume until ARI's concerns are adequately addressed.

8. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

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9. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

10. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. ARI shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of ARI and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, ARI reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by ARI and shall remain in procession of ARI at all times.

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12. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to ARI in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

13. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. ARI's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, ARI, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the ARI's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by ARI, in or about the site; ARI's obligation to defend HIGHLANDS and .other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of ARI, HIGHLANDS, shall indemnify, hold harmless, and defend ARI, its trustees, officers, employees and agents against any and all claims, demands, actions, causes

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of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgment rendered against ARI, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, ARI from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend ARI and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs.

15. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/ or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and ARI will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and ARI.

17. Access to Inspection.

HIGHLANDS shall permit ARI, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit ARI to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting ARI' oversight obligations. ARI shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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18. Termination.

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.

ARI shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of ARI located at the site or used by HIGHLANDS.

20. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

ARI: Rejie Boloyos
Asian Resources, Inc
6270 Elder Creek Road
Sacramento, CA 95824

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days· after deposit in the United States mail.

21. Subcontract Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under

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this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

24. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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28. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.

In the event of any dispute between HIGHLANDS and ARI regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the ARI' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY CHARTER SCHOOL
A California Public Charter School

By _____ Date 10/12/23
Murdock Smith, Executive Director
Highlands Community Charter School

ASIAN RESOURCES, INC.
A California Non-Profit Corporation

By _____ Date 10/13/2023
Rejie Baloyos, Interim Executive Director
Asian Resources, Inc.

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SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING DATED JULY 2021
BY AND BETWEEN
EPISCOPAL DIOCESE OF NORTHERN CALIFORNIA –"LESSOR"
AND
HIGHLANDS COMMUNITY CHARTER SCHOOL - "LESSEE"

THIS ADDENDUM (this "Addendum"), dated as of January 24th, 2024, is made to the Memorandum of Understanding, with effective date of 7/01/2021 (as hereby Modified, the "Lease"), by Episcopal Diocese of Northern California, as Lessor, and Highlands Community Charter School, as Lessee, for the premises commonly known as 2300 Edison Avenue, Sacramento, CA 95821 consisting of 3,698 sq ft.

WHEREAS Landlord and Tenant desire to reinstate, ratify, and amend the Lease as more fully set forth below. In the event of any conflict between the terms of the Lease and this Amendment, this Amendment shall control.

AGREEMENT:
Now therefore, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Change in Terms:

1. Tenant has taken possession of an additional 2,149 sq ft since January 2022 which accounts for the "modular" classrooms on site. It was agreed to allow tenant this space at the same rate as the existing classrooms which was $1.30 / sq ft. It was also agreed to allow tenant 6 months rent abatement for the improvements needed.

2. Tenant will also be taking possession of an additional 651 sq ft which is referenced as "Rooms 8A, 8B, Kitchen and Restroom". Tenant will take possession of this space effective January 1, 2024. There will be no rent abatement for repairs to Rooms 8A, 8B, Kitchen and Restroom. Tenant is responsible for the cost any desired repairs or improvements.

3. The total square feet which Highlands Community Charter School will occupy will be 5,786 sq ft commencing January 1st, 2024.

4. The lease is hereby extended to August 30th, 2024.

5. The new lease rate will be $1.30 / sq ft plus .20/ sq ft for utilities.

6. All notices and rent shall be sent to GQNorth Property Management at 10018 Fair Oaks Blvd, Fair Oaks CA 95628 Attn: Suzette Sneath.

7. Landlord shall paint the exterior walls and fascia boards, along with exterior hallway walls of Classrooms 1, 2, & 3, Rooms 4, 8A, 8B, 9, & 10, Restrooms, Kitchen, and Janitorial Room. Landlord shall select all paint colors.

8. Highlands shall be responsible for any separately metered utility bills. When the electic usage becomes separately metered, Landlord shall bill Highlands for their usage monthly.

* Exhibit A attached for reference purposes

All other terms and conditions of the Lease shall remain the same.

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This Agreement has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the real estate Broker(s) or their agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction involved herein.

AGREED AND ACCEPTED

LESSOR:
Episcopal Diocese of Northern California

By: +Megan Wagoner

The Center at St. Matthews Episcopal Church
A ministry of the Episcopal Diocese of Northern Ca

Date: 1/31/2024

LESSEE:
Highlands Community Charter School

By: _____

Murdock Smith, Executive Director
Highlands Community Charter School

Date: 1/30/24

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

GQNorth W9 Request

Lora McConnell <lora@gqnorth.com> Thu, Mar 28, 2024 at 2:09 PM
To: Accounts Payable Accounts Payable <ap@hccts.org>

Ok, for this property the rent is actually paid to the Episcopal Church in the Diocese of Northern California. I'll attach their W-9 here. Thanks Success!

On Thu, Mar 28, 2024 at 2:01 PM Accounts Payable Accounts Payable
[Quoted text hidden]

EDNC W9_April 2021 (dragged).pdf
806K

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FIRST ADDENDUM TO MEMORANDUM OF UNDERSTANDING DATED JULY 2021
BY AND BETWEEN
EPISCOPAL DIOCESE OF NORTHERN CALIFORNIA –"LESSOR"
AND
HIGHLANDS COMMUNITY CHARTER SCHOOL - "LESSEE"

THIS ADDENDUM (this "Addendum"), dated as of May 12th, 2023, is made to the Memorandum of Understanding, dated as of date herewith (as hereby Modified, the "Lease"), by Episcopal Diocese of Northern California, as Lessor, and Highlands Community Charter School, as Lessee, for the premises commonly known as 2300 Edison Avenue, Sacramento, CA 95821 consisting of approximately 2,986 SF (The Premises).

WHEREAS Landlord and Tenant desire to reinstate, ratify, and amend the Lease as more fully set forth below. In the event of any conflict between the terms of the Lease and this Amendment, this Amendment shall control.

AGREEMENT:
Now therefore, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Change in Terms:
Section 3 (Facilities Use) is hereby amended to include a monthly fee of $250.00 for management services commencing May 1st, 2023.

All other terms and conditions of the Lease shall remain the same.

This Agreement has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the real estate Broker(s) or their agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction involved herein.

AGREED AND ACCEPTED

LESSOR:	**LESSEE:**
Episcopal Diocese of Northern California	**Highlands Community Charter School**
X By:_____	By:_____
Jim Schaal, Executive Director	Murdock Smith, Executive Director
The Center at St. Matthews Episcopal Church	Highlands Community Charter School
A ministry of the Episcopal Diocese of Northern Ca	
X Date:_____	Date: 5/29/23

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
EPISCOPAL DIOCESE OF NORTHERN CALIFORNIA

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2021 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Episcopal Diocese of Northern California, organized and existing under the laws of the State of California (hereinafter "EDNC").

I. RECITALS

WHEREAS, EDNC is the owner of a certain real property and its main facilities are located at 2300 Edison Avenue, Sacramento, California 95821 (the "Site").

WHEREAS, HIGHLANDS and EDNC desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of EDNC's Site during the 2021-22 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and EDNC hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and EDNC agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and EDNC while attending classes at EDNC.

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2. Use of the Site.

EDNC hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all EDNC's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2021-22 school years commencing on July 1, 2021 and terminating on June 30, 2022. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with EDNC's shared use of the Site, if any. EDNC's shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to EDNC. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and EDNC equipment thereon, shall revert to EDNC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide EDNC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from EDNC, if available. Upon completion of equipment conducted by EDNC, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are ^p ^ within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping

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with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and EDNC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) EDNC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

EDNC agrees to provide space to HIGHLANDS as described in section 2 at a charge of $3900.00 per month for 4 classrooms and 2 office spaces until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2022.

Measurements for the rooms provided by EDNC to HIGHLANDS under this MOU are as follows:

Room	**Interior Dimensions**	**Interior Area**
Classroom 1 (SM-7)	31'6" x 20'1"	633 sq ft
Classroom 2 (SM-6)	27'4" x 20'1"	549 sq ft
Restroom 1 (SM-5)	14'0" x 5'0"	70 sq ft
Janitorial Room (SM-4)	included in Restroom 2	
Restroom 2 (SM-3)	13'10" x 11'0"	152 sq ft
Classroom 3 (SM-2)	31'4" x 22'4"	700 sq ft
Room 4 Office (SM-1)	7'7" x 22'5"	170 sq ft
Room 9 New Office	17'2" x 17'3"	296 sq ft
Rm 10 New Classroom	23'9" x 17'6"	416 sq ft
Total		**2986 sq ft**

The monthly rent of $3900.00 is based on the total interior area of 2986 square feet multiplied by the fair market rent value of $1.30 per square foot, rounded to the nearest $100 per month. This fair market rent value

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was determined by the Market Rent Survey dated January 23, 2019 and completed by Newmark Knight Frank under contract with HIGHLANDS.

4. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.

Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of EDNC. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires EDNC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify EDNC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to EDNC's property. EDNC reserves the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without EDNC prior written consent. EDNC approval of any improvements, including the work schedule, work hours, and modifications, shall be at EDNC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with EDNC's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and

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prevailing wage laws. EDNC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and EDNC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event EDNC requires the cessation of work, EDNC and HIGHLANDS will immediately meet to address EDNC's concerns. No construction or installation will resume until EDNC's concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2021.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. EDNC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply

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with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of EDNC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, EDNC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by EDNC, and shall remain in possession of EDNC at all times.

11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to EDNC in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. EDNC's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

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13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, EDNC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the EDNC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by EDNC, in or about the site; EDNC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of EDNC, HIGHLANDS, shall indemnify, hold harmless, and defend EDNC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against EDNC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, EDNC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend EDNC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and EDNC will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and EDNC.

16. Access to Inspection.

HIGHLANDS shall permit EDNC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit EDNC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting EDNC's oversight obligations. EDNC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

EDNC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of EDNC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail,

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registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

EDNC: Jim Schaal
The Center at St. Matthew's Episcopal Church
Episcopal Diocese of Northern California
2300 Edison Ave.
Sacramento, CA 95821
Attention: Executive Director

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

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23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and EDNC regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to EDNC's Executive Director and HIGHLANDS' Executive Director. Both Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with both Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 8/26/2021

Murdock Smith, Executive Director
Highlands Community Charter School

By: Jim Schaal Date: 08/26/2021

Jim Schaal, Executive Director
The Center at St. Matthew's Episcopal Church,
A ministry of the Episcopal Diocese of Northern California

022 - 8411 Jackson Rd (Inactive 11.07.25).pdf

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

AP Contracts <contracts@hccts.org>

Fwd: Saint John's Lease Agreement

Matthew Lemos <matthew.lemos@hccts.org> Thu, Oct 9, 2025 at 8:33 AM
To: AP Contracts <contracts@hccts.org>, Diana Gonsalves <diana.gonsalves@hccts.org>, Ali Salah <ali.salah@hccts.org>, Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>, Pramesh Ram <pramesh.ram@hccts.org>, Carl Goodman <carl.goodman@hccts.org>, Estevan Whitfield <estevan.whitfield@hccts.org>

Hi Team,

We have received a 30-day notice from St. John's. Please take the next steps to clear the space and prepare for the final walkthrough.

---------- Forwarded message ---------
From: **Teresa Cummings** <teresa.cummings@hccts.org>
Date: Wed, Oct 8, 2025 at 10:08 PM
Subject: Fwd: Saint John's Lease Agreement
To: Matthew Lemos <matthew.lemos@hccts.org>

fyi

---------- Forwarded message ---------
From: **Mayra Valdivia** <mayra.valdivia@hccts.org>
Date: Wed, Oct 8, 2025 at 4:38 PM
Subject: Fwd: Saint John's Lease Agreement
To: AP Contracts <contracts@hccts.org>, IT <it@hccts.org>
Cc: Teresa Cummings <teresa.cummings@hccts.org>

Good afternoon,

From my understanding, we had already sent a formal cancellation agreement to St. John's. However, please see the email below.

Thank you,

Mayra Valdivia

Interim Director of Student Services

A: 1333 Grand Avenue, Sacramento, CA 95838
P: 916.839.6982 **C:** 916.969.7537
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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---------- Forwarded message ---------
From: **Scott Richards** <srichards@saintjohnsprogram.org>
Date: Tue, Oct 7, 2025 at 7:09 PM
Subject: Re: Saint John's Lease Agreement
To: Mayra Valdivia <mayra.valdivia@hccts.org>
Cc: Kara Fiscus <kfiscus@saintjohnsprogram.org>, Mariah Rowden <mrowden@saintjohnsprogram.org>

Hi Mayra,

I want to follow up on our recent conversations regarding our agreement with HCCTS. I know in our last conversation you mentioned some options that could work for clients. Since we are in October and I imagine you all are still working through things I have decided we need to go in a different direction,

According to our most recent contract we need to provide a 30 day notice to end our agreement with HCCTS. Please accept this email as our 30 day notice. Our finance team will follow up with any outstanding items. We also have some equipment that likely belongs to HCCTS and we can work with you on returning that property.

We appreciate the partnership with HCCTS and value the opportunities you have provided for so many of our clients. We hope you all the best as you continue to build HCCTS and continue your mission.

Sincerely,

Scott

Scott B. Richards, Ed.D. | ***Chief Executive Officer***

Phone: 916.453.1482

www.saintjohnsprogram.org

saint john's
PROGRAM FOR REAL CHANGE

Confidentiality Statement:

The information contained in this message is privileged and confidential information intended for the use of the addressee listed above. Suppose you are neither the intended recipient nor the employee or agent responsible for delivering this information to the intended recipient. In that case, you are hereby notified that any use, disclosure, dissemination, distribution, or copying this information is strictly prohibited. If you have received this in error, please notify us immediately by return email.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Matthew Lemos

Chief Business Official

A: 1111 Howe Ave Suite 540, Sacramento, CA 95825
C: 916-937-1719
W: hccts.org

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022

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
SAINT JOHN'S PROGRAM FOR REAL CHANGE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Saint John's Program for Real Change, a non-profit organization organized and existing under the laws of the State of California (hereinafter "Saint John's").

I. RECITALS

WHEREAS, Saint John's is the owner of a certain real property and its main facilities are located at 8411 Jackson Road, Sacramento CA 95826. Classroom facilities to be utilized under the terms of this agreement are located at 8411 Jackson Road, Sacramento CA 95826 (SITE) and career technical education facilities to be utilized under the term of this agreement are located at 14 Business Park Way, Suite 149, Sacramento, CA 95828 (SITE).

WHEREAS, HIGHLANDS and Saint John's desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS use of classrooms at Saint John's SITE during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Saint John's hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and Saint John's agree not to discriminate in the selection or acceptance of any Student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

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C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Saint John's while attending classes at Saint John's.

2. Use of the SITE.

Saint John's hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Jackson Road site for the sole purpose of operating a High School Diploma and Career Technical Education programs. HIGHLANDS's use of the SITE shall comply with all Saint John's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the SITE and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS's use of the SITES shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the SITE shall not interfere with Saint John's shared use of the SITE, if any. Saint John's shared use of the SITE, if any, shall not unreasonably interfere with the HIGHLANDS' use of the SITES.

C. Reversion to Saint John's. Upon the expiration of this MOU by its terms, the right to use and to occupy the SITE and its facilities, and Saint John's equipment thereon, shall revert to Saint John's.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Saint John's with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Saint John's, if available. Upon completion of equipment conducted by Saint John's, HIGHLANDS agrees to maintain

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an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the SITE that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Saint John's agree to conduct an inspection of the SITE to determine that the SITE are safe, adequate, and appropriate, to conduct operations. If it is determined that the SITE are not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Saint John's shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.
Saint John's agrees to provide space to HIGHLANDS as described in section 2 at a fixed monthly payment of $4,000.00 until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

4. Financial/Recordkeeping Obligations.
HIGHLANDS shall pay a monthly payment for student attendance calculated at $4.00 per day for each qualified and properly enrolled student who attends academic classes and career technical education classes at Saint John's 8411 Jackson Road. Saint John's agrees to maintain attendance records utilizing PowerSchool student information system. Further, Saint John's shall assist and support HIGHLANDS in the administration of the California Student Assessment System (CASAS) and other assessments required, or necessary to monitor student progress.
Saint John's shall prepare a monthly invoice for the educational services provided. This invoice shall be compared to submitted attendance records submitted by Saint John's and paid within 30 days of receipt and approval of invoice.

5. Instruction.
All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

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Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Maintenance and Operations.

The ongoing operations and maintenance of the SITE and its facilities shall remain the responsibility of Saint John's; Saint John's will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Saint John's to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Saint John's directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Saint John's property. Saint John's reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the SITE or otherwise alter the SITE without Saint John's prior written consent. Saint John's approval of any improvements, including the work schedule, work hours, and modifications, shall be at Saint reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Saint John's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Saint John's or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and Saint John's may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate

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or placing the SITE at risk of physical danger or compromise. In the event Saint John's requires the cessation of work, Saint John's and HIGHLANDS will immediately meet to address Saint John's concerns. No construction or installation will resume until Saint John's' concerns are adequately addressed.

8. Provision of Facilities.
The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

9. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the SITE. HIGHLANDS recognizes that the Security Systems currently provided at the SITE may include a separate intrusion alarm system, security camera system, and/or SITE visits/monitoring by a private security patrol.

10. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the SITE, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the SITE, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Saint John's shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the SITE as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

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the property affected, including, if applicable, any properties in the vicinity of the SITE, to the satisfaction of Saint John's and any governmental agencies having jurisdiction over the SITE or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the SITE or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Saint John's reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.

The Parties acknowledge that title to the SITE and all improvements are held by Saint John's, and shall remain in procession of Saint John's at all times.

12. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the SITE and any and all improvements located thereon and deliver up to Saint John's in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the SITES due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the SITE.

13. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Saint John's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

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14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Saint John's, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the SITE after the Effective Date, HIGHLANDS from, or in connection with, the Saint John's' use of the SITE or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Saint John's, in or about the SITE; Saint John's' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Saint John's, HIGHLANDS, shall indemnify, hold harmless, and defend Saint John's, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Saint John's, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the SITE after the Effective Date, Saint John's from, or in connection with, the HIGHLANDS' use of the SITE or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the SITE; HIGHLANDS' obligation to defend Saint John's and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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15. Placement of Signs.

HIGHLANDS may display banners and/or signs at the SITE that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and Saint John's will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Saint John's.

17. Access to Inspection.

HIGHLANDS shall permit Saint John's, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Saint John's to enter upon the SITE for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the SITE, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Saint John's' oversight obligations. Saint John's shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

18. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.

Saint John's shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Saint John's located at the SITE or used by HIGHLANDS.

20. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and

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personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Saint John's: Julie Hirota
Saint John's Program for Real Change
2443 Fair Oaks Blvd, #369
Sacramento, CA 95825-7684

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

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24. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

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31. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Saint John's regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Saint John's' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By:_____ Date: 10/23/23

Murdock Smith, Executive Director
HIGHLANDS

By:_____ Date: 10/25/23

Julie Hirota, CEO
Saint John's Program for Real Change

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024

SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS Seventh Amendment to Lease Agreement, is made this 30th day of June 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered intothat certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about August 15, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to extend the lease term, adjust the hours of operation, and clarify issues of grounds maintenance; and

WHEREAS, on or about August 15, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the lease term; and

WHEREAS, on or about November 15, 2018, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the St. John Paul II Building and to extend the term of said Lease Agreement; and

WHEREAS, on or about April 1, 2020, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the Boland Hall Building and to extend the term of said Lease Agreement; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Fifth Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the Two portable classroom #1 and #2 and again extend the Lease term; and

WHEREAS, on or about February 1, 2022, Landlord and Tenant entered into that certain Sixth Amendment to clarify Additional Rent for security; and

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WHEREAS, Tenant has requested an extension to the lease term and Landlord is amenable to such modification;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall commence on August 15, 2016 and end on June 30, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, the following shall be added to the end of paragraph 3.1:

"For the period July 1, 2023 through June 30, 2024 Tenant shall pay to Landlord the sum of Nine Thousand, Two Hundred and Ninety-Three Dollars ($9,293.00) per month.

For the period July 1, 2024 through June 30, 2025 Tenant shall pay to Landlord the sum of Nine Thousand, Five Hundred and Ninety-Four Dollars ($9,594.00) per month.

For the period July 1, 2025 through June 30, 2026 Tenant shall pay to Landlord the sum of Nine Thousand, Nine Hundred and Four Dollars ($9,904.00) per month.

For the period July 1, 2026 through June 30, 2027 Tenant shall pay to Landlord the sum of Ten Thousand, Two Hundred and Twenty-Four Dollars ($10,224.00) per month.

For the period July 1, 2027 through June 30, 2028 Tenant shall pay to Landlord the sum of Ten Thousand, Five Hundred and Fifty-Three Dollars ($10,553.00) per month."

C. Paragraph 3.2 "Additional Rent" shall be replaced in its entirety with the following: "Tenant shall pay to Landlord during the term of this Lease Additional Rent in the form of Two Thousand Dollars ($2,000) per month reimbursement for the cost of utilities, plus reimbursement for security patrol as follows:

3.2.1 School days, Mon-Fri 8:00 AM to 3:00 PM and 4:30 PM to 10:00 PM; and
3.2.2 Non-School Tenant workdays, Mon-Fri 8:00 AM through 5:00 PM.
3.2.3 Such reimbursement shall be computed at a rate of $29.30 per hour and may be adjusted from time to time as agreed to between the parties in advance.

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SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Jose J. Beltran
Its: Parochial Administrator/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp.

By: Murdoch Smith
Its: Executive Director

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SIXTH AMENDMENT TO LEASE AGREEMENT

THIS Sixth Amendment to Lease Agreement, is made this 1st day of February 2022, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about August 15, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to extend the lease term, adjust the hours of operation, and clarify issues of grounds maintenance; and

WHEREAS, on or about August 15, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the lease term; and

WHEREAS, on or about November 15, 2018, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the St. John Paul II Building and to extend the term of said Lease Agreement; and

WHEREAS, on or about April 1, 2020, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to amongst other things, to expand its use of Landlord's property to include the Boland Hall Building and to extend the term of said Lease Agreement; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Sixth Amendment to Lease Agreement to amongst other things, to expand its use of Landlord's property to include the Two portable classroom #1 and #2 and again extend the Lease term; and

WHEREAS, Tenant and Landlord desire to make certain changes to their agreement regarding security costs;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

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AGREEMENT

SECTION 1. TERMS

Effective February 1, 2022, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 3.2 "Additional Rent" shall be replaced in its entirety with the following: "Tenant shall pay to Landlord during the term of this Lease Additional Rent in the form of reimbursement for the cost of security patrol as follows:

3.2.1 School days, Mon-Fri 8:00 AM to 3:00 PM and 4:30 PM to 10:00 PM; and

3.2.2 Non-School Tenant workdays, Mon-Fri 8:00 AM through 5:00 PM.

3.2.3 Such reimbursement shall be computed at a rate of $29.30 per hour and may be adjusted from time to time as agreed to between the parties in advance.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Jose J. Beltran
Its: Parochial Administrator/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp.

By: Murdoch Smith
Its: Executive Director

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FIFTH AMENDMENT TO LEASE AGREEMENT

THIS Fifth Amendment to Lease Agreement, is made this 1st day of October 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about August 15, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to extend the lease term, adjust the hours of operation, and clarify issues of grounds maintenance; and

WHEREAS, on or about August 15, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the lease term; and

WHEREAS, on or about November 15, 2018, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the St. John Paul II Building and to extend the term of said Lease Agreement; and

WHEREAS, on or about April 1, 2020, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to amongst other things, to expand its use of Landlord's property to include the Boland Hall Building and to extend the term of said Lease Agreement; and

WHEREAS, Tenant has requested to further expand its use of Landlord's property to include two portable classrooms;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2020, the terms of the Lease Agreement shall be modified as follows:

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A. Paragraph 1.0 Premises shall be replaced in its entirety with the following: "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises as follows: (1) Approximately 2,600 s.f. in the Parish Office Building, including on the first floor meeting rooms 1A and 2A, and on the second floor meeting room 2A and four offices; (2) Approximately 1,800 s.f. in the Kavanagh Hall building commonly referred to as the Cypress Room; (3) Approximately 1,500 s.f. of the 2,700 s.f. St. John Paul II Modular Building; (4) the Boland Hall Building; and (5) Two portable classroom #1 and #2; all as further described herein and/or depicted on Exhibits A and B as such may be amended from time to time and as are attached hereto, all located at 5961 Franklin Blvd., Sacramento, California 95820 (herein, the "Premises"). All other facilities at the St. Rose Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

B. Paragraph 2.0 Term. shall be replaced in its entirety with following: "The term of this Lease shall commence on August 15, 2016 and end on June 30, 2023. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with the following:

"For the period August 15, 2016 through November 14, 2018, Tenant shall pay to Landlord during the term of this Lease Base Rent of Two Thousand, Two Hundred, and Fifty Dollars ($2,250.00) per month.

For the period November 15, 2018 through March 31, 2020, Tenant shall pay to Landlord during the term of this Lease Base Rent of Five-Thousand, Five-Hundred, and Fifty Dollars ($5,550.00) per month.

For the period April 1, 2020 through September 30, 2020, Tenant shall pay to Landlord during the term of this Lease Base Rent of Six-Thousand, Seven-Hundred, and Fifty Dollars ($6,750.00) per month.

For the period October 1, 2020 through March 31, 2021, Tenant shall pay to Landlord during the term of this Lease Base Rent of Eight-Thousand, Two-Hundred, and Fifty Dollars ($8,250.00) per month.

For the period April 1, 2021 through June 30, 2023, Tenant shall pay to Landlord during the term of this Lease Base Rent of Nine-Thousand Dollars ($9,000.00) per month."

C. Paragraph 3.2 "Additional Rent" shall be replaced in its entirety with the following: "Tenant shall pay to Landlord during the term of this Lease Additional Rent in the form of partial reimbursement for the cost of security patrol during Tenant's hours of operation Mon-Fri 8:00 AM through 9:00 PM at a rate of $15.50 per hour."

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D. Paragraph 4.2 shall be replaced in its entirety with the following:

"4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of that portion of the Premises located in the Parish Office Building Monday through Friday from 8:00 a.m. to 3:00 p.m. and effective August 14, 2017 also from 5:00 p.m. to 9:00 p.m.

4.2.2 Tenant shall have access to and use of that portion of the Premises located in the Kavanagh Hall Building on Monday, Wednesday, and Friday from 5:00 p.m. to 8:00 p.m.

4.2.3 Tenant shall have access to and use of that portion of the Premises located in the St. John Paul II Building Monday through Friday from 7:30 a.m. to 5:00 p.m.

4.2.4 Tenant shall have access to and use of the Boland Hall Building Monday through Friday from 8:00 a.m. to 9:00 p.m.

4.2.5 Tenant shall have access to and use of the Portable Classrooms #1 and #2 on Monday through Friday from 8:00 a.m. to 9:00 p.m.

4.2.6 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises."

E. Paragraph 6.2 Alterations. shall be amended by adding the following at the end of said paragraph: "Prior to Tenant's occupancy and use of Portable Classrooms #1 and #2, Tenant at its sole cost and expense shall have erected a fence generally in the location depicted on Exhibit B. The design of said fence shall be submitted to Landlord for approval in Landlord's reasonable discretion."

F. Exhibit B shall be amended as provided in the attached Exhibit B Amended October 1, 2020.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

LANDLORD: **TENANT:**

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The Roman Catholic Bishop of Sacramento, a corporation sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Highlands Community Charter and Technical Schools, a California not-for-profit corp.

By: Murdoch Smith
Its: Executive Director

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Jose J. Beltran
Its: Parochial Administrator/Incumbent

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EXHIBIT A - AMENDED NOVEMBER 2018

Parish Office Building - Upstairs

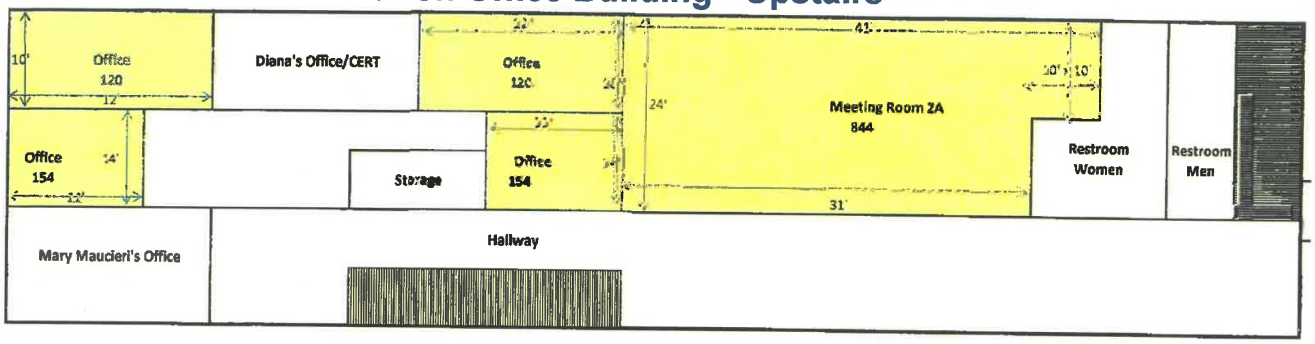

Parish Office Building - Downstairs

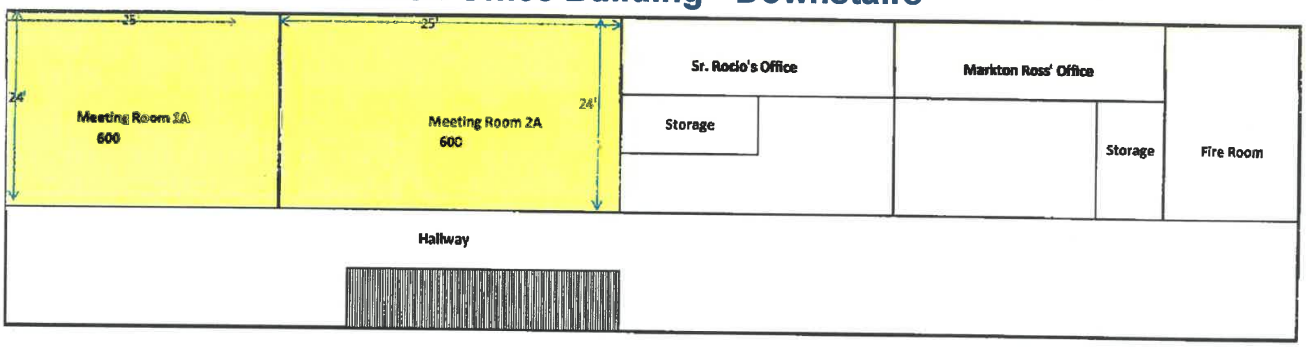

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EXHIBIT B - AMENDED OCTOBER 1, 2020



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FOURTH AMENDMENT TO LEASE AGREEMENT

THIS Fourth Amendment to Lease Agreement, is made this 1st day of April 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about August 15, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to extend the lease term, adjust the hours of operation, and clarify issues of grounds maintenance; and

WHEREAS, on or about August 15, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the lease term; and

WHEREAS, on or about November 15, 2018, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the St. John Paul II Building and to extend the term of said Lease Agreement; and

WHEREAS, Tenant has requested to expand its use of Landlord's property to include the Boland Hall Building and to extend the term of said Lease Agreement; and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective April 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Premises shall be replaced in its entirety with the following: "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises that consists of

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approximately 5,900 s.f. described as follows: (1) Approximately 2,600 s.f. in the Parish Office Building, including on the first floor meeting rooms 1A and 2A, and on the second floor meeting room 2A and four offices; (2) Approximately 1,800 s.f. in the Kavanagh Hall building commonly referred to as the Cypress Room; (3) Approximately 1,500 s.f. of the 2,700 s.f. St. John Paul II Modular Building; and (4) the Boland Hall Building; all as further described herein and/or depicted on the Amended Exhibit A and B which are attached hereto, all located at 5961 Franklin Blvd., Sacramento, California 95820 (herein, the "Premises"). All other facilities at the St. Rose Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

B. Paragraph 2.0 Term. shall be replaced in its entirety with the following: "The term of this Lease shall commence on August 15, 2016 and end on June 30, 2021. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with the following:
"For the period August 15, 2016 through November 14, 2018, Tenant shall pay to Landlord during the term of this Lease Base Rent of Two Thousand, Two Hundred, and Fifty Dollars ($2,250.00) per month.

For the period November 15, 2018 through March 31, 2020, Tenant shall pay to Landlord during the term of this Lease Base Rent of Five-Thousand, Five-Hundred, and Fifty Dollars ($5,550.00) per month."

For the period April 1, 2020 through June 30, 2021, Tenant shall pay to Landlord during the term of this Lease Base Rent of Six-Thousand, Seven-Hundred, and Fifty Dollars ($6,750.00) per month."

D. Paragraph 4.2 shall be replaced in its entirety with the following:
"4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of that portion of the Premises located in the Parish Office Building Monday through Friday from 8:00 a.m. to 3:00 p.m. and effective August 14, 2017 also from 5:00 p.m. to 9:00 p.m.

4.2.2 Tenant shall have access to and use of that portion of the Premises located in the Kavanagh Hall Building on Monday, Wednesday, and Friday from 5:00 p.m. to 8:00 p.m.

4.2.3 Tenant shall have access to and use of that portion of the Premises located in the St. John Paul II Building Monday through Friday from 7:30 a.m. to 5:00 p.m.

4.2.4 Tenant shall have access to and use of the Boland Hall Building Monday through Friday from 8:00 a.m. to 3:30 p.m.

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4.2.5 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole

By: Rev. Michael D. Vaughan
Its: Vicar General

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Jose Beltran
Its: Parochial Administrator/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

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THIRD AMENDMENT TO LEASE AGREEMENT

THIS Third Amendment to Lease Agreement, is made this 15th day of November 2018, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about August 15, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to extend the lease term, adjust the hours of operation, and clarify issues of grounds maintenance; and

WHEREAS, on or about August 15, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the lease term; and

WHEREAS, Tenant has requested to expand its use of Landlord's property to include the St. John Paul II Building and to extend the term of said Lease Agreement; and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective November 15, 2018, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Premises shall be replaced in its entirety with the following: "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises that consists of approximately 5,900 s.f. described as follows: (1) Approximately 2,600 s.f. in the Parish Office Building, including on the first floor meeting rooms 1A and 2A, and on the second floor meeting room 2A and four offices; (2) Approximately 1,800 s.f. in the Kavanagh Hall building commonly referred to as the Cypress Room; and (3) Approximately 1,500 s.f. of the 2,700 s.f. St. John Paul II Modular Building; all as further described herein and/or depicted

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on the Amended Exhibit A and B which are attached hereto, all located at 5961 Franklin Blvd., Sacramento, California 95820 (herein, the "Premises"). All other facilities at the St. Rose Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

B. Paragraph 2.0 Term. shall be replaced in its entirety with the following: "The term of this Lease shall commence on August 15, 2016 and end on June 30, 2020. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with the following:
"For the period August 15, 2016 through November 14, 2018, Tenant shall pay to Landlord during the term of this Lease Base Rent of Two Thousand, Two Hundred, and Fifty Dollars ($2,250.00) per month.

For the period November 15, 2018 through June 30, 2020, Tenant shall pay to Landlord during the term of this Lease Base Rent of Five-Thousand, Five-Hundred, and Fifty Dollars ($5,550.00) per month."

D. Paragraph 4.2 shall be replaced in its entirety with the following:
"4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:
4.2.1 Tenant shall have access to and use of that portion of the Premises located in the Parish Office Building Monday through Friday from 8:00 a.m. to 3:00 p.m. and effective August 14, 2017 also from 5:00 p.m. to 9:00 p.m.
4.2.2 Tenant shall have access to and use of that portion of the Premises located in the Kavanagh Hall Building on Monday, Wednesday, and Friday from 5:00 p.m. to 8:00 p.m.
4.2.3 Tenant shall have access to and use of that portion of the Premises located in the St. John Paul II Building Monday through Friday from 7:30 a.m. to 5:00 p.m.
4.2.4 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises."

E. Paragraph 4.5 shall be deleted in its entirety.

F. Paragraph 25 Janitorial. Shall be replaced in its entirety with the following:
"Tenant shall be responsible for janitorial services to the Premises."

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SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole

By: Rev. Michael D. Vaughan
Its: Vicar General

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Guillermo Hernandez
Its: Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

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EXHIBIT A - AMENDED NOVEMBER 2018

Parish Office Building - Upstairs

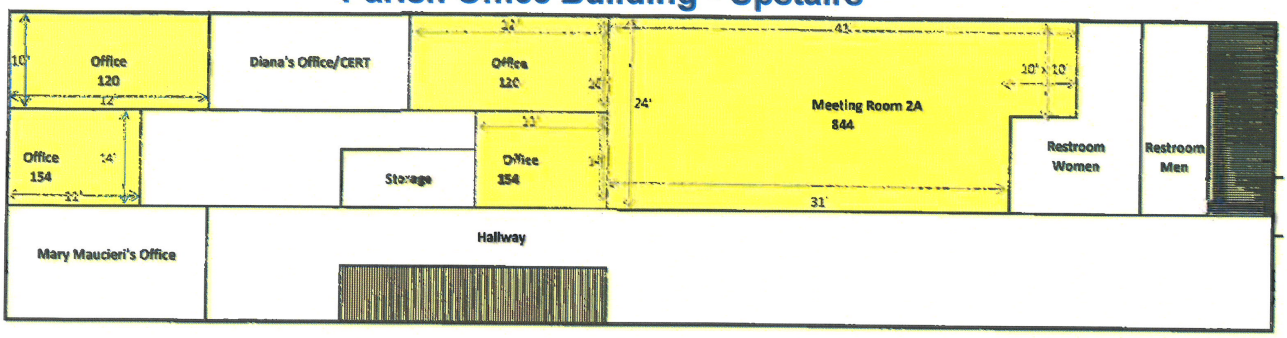

Parish Office Building - Downstairs

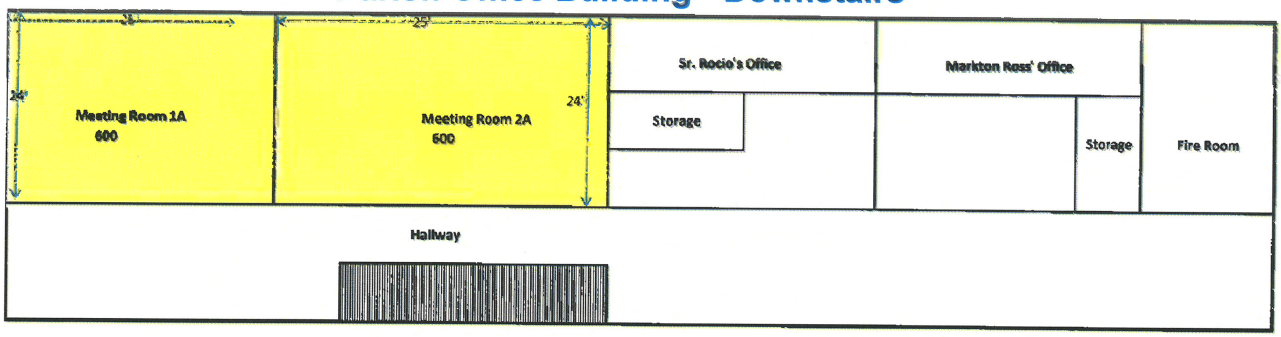

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EXHIBIT B - AMENDED NOVEMBER 2018

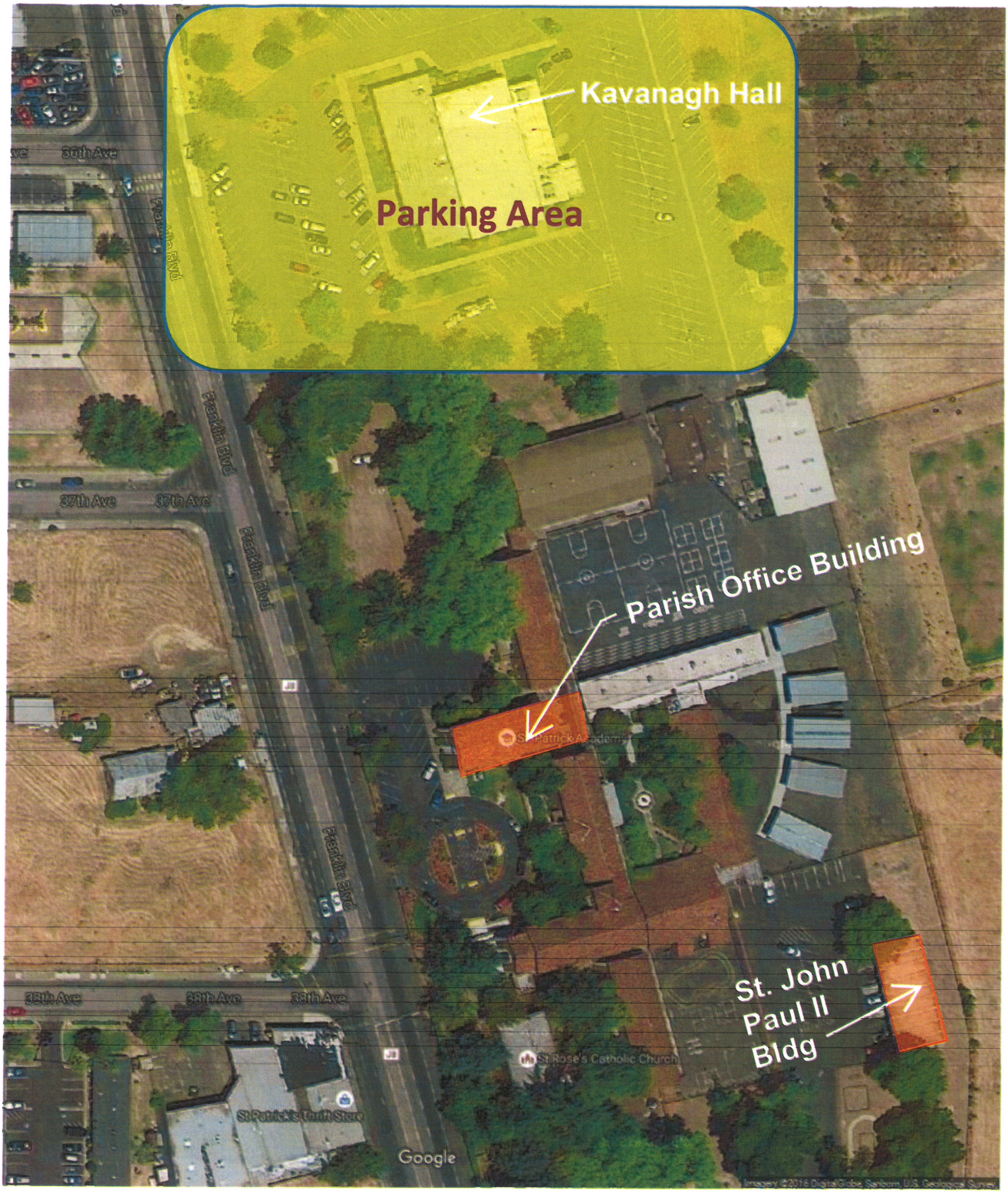

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS First Amendment to Lease Agreement, is made this 15th day of August 2017, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, Tenant has requested to extend the term of said Lease Agreement; increase its hours of operation on the Premises; and clarify responsibilities regarding grounds maintenance; and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective August 14, 2017, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following: "The term of this Lease shall be for two years, commencing on August 15, 2016 and ending on August 14, 2018. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 4. Use of the Premises, Subparagraph 4.2 shall be replaced in its entirety with following:

"4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of that portion of the Premises located in the Parish Office Building Monday through Friday from 8:00 a.m. to 3:00 p.m. and effective August 14, 2017 also from 5:00 p.m. to 9:00 p.m.

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4.2.2 Tenant shall have access to and use of that portion of the Premises located in the Kavanagh Hall Building on Monday, Wednesday, and Friday from 5:00 p.m. to 8:00 p.m.

4.2.3 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

C. Paragraph 33.0 Grounds Maintenance. Shall be added as follows: "Effective October 1, 2017, Tenant shall contribute Seven-Hundred and Fifty ($750) dollars per month toward grounds maintenance performed by Landlord."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this First Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole

By: Most Rev. Myron J. Cotta
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Guillermo Hernandez
Its: Pastor/Incumbent

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LEASE AGREEMENT

This Lease Agreement entered into as of August 15, 2016, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises that consists of approximately 3,009 s.f. described as follows: (1) Approximately 1,260 s.f. in the Parish Office Building, including two meeting rooms; and (2) Approximately 1,749 s.f. in the Kavanagh Hall building commonly referred to as the Cypress Room; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 5961 Franklin Blvd., Sacramento, California 95820 (herein, the "Premises"). All other facilities at the St. Rose Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for one year, commencing on August 15, 2016 and ending on August 14, 2017. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Two-Thousand, Two-Hundred, and Fifty Dollars ($2,250.00) per month.

3.2 Additional Rent. Tenant shall pay to Landlord during the term of this Lease Additional Rent in the form of reimbursement for the cost of security patrol during Tenant's hours of operation.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the fifteenth day (15th) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. Additional Rent shall be payable to Landlord within ten (10) days of Landlord's submittal to Tenant of a formal request for reimbursement for the previous month's security patrol expense as described above. Such Additional Rent shall be paid to Landlord at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

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3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Four Thousand, Five Hundred Dollars ($4,500.00) representing the first and last months' Base Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the 20th day of the month. Late fees may be assessed at $10.00 per day at the sole discretion of Landlord after the 20th day of the month. Late fees are charged retroactive to the first day of the month. Unpaid Additional Rent shall become delinquent on the 11th day after presentment to Tenant by Landlord of a formal request for reimbursement as described above. Late fees may be assessed at $10.00 per day at the sole discretion of Landlord after such sums become delinquent.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes for adult students, and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraph 4.3, 4.4, and 4.5 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Landlord shall have access to and use of that portion of the Premises located in the Parish Office Building Monday through Friday from 8:00 a.m. to 3:00 p.m.

4.2.2 Landlord shall have access to and use of that portion of the Premises located in the Kavanagh Hall Building on Monday, Wednesday, and Friday from 5:00 p.m. to 8:00 p.m.

4.2.3 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

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4.3 During its hours of operation as described in paragraph 4.2 above, Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the men's and women's bathroom located on the 2nd floor of the Parish Office Building.

4.4 During its hours of operation as described in paragraph 4.2.2 above, Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the men's and women's bathroom located near the vestibule in the Kavanagh Hall Building.

4.5 During their hours of operation tenant may use the two offices located at the northwest corner of the 2nd floor of the Parish Office Building for office purposes. Such permission may be revoked at any time by Landlord.

4.6 Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit B. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the St. Rose Parish.

4.7 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraphs 4.3, 4.4, and 4.5 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the St. Rose Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

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5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit C and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems, provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord, shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of One Million Dollars ($1,000,000) and automobile liability insurance with a minimum per accident limit of One Million Dollars ($1,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under

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this Lease. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraph 4.3 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

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9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

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12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however. have the right to claim and recover, from the condemning authority only, but not from Landlord., any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

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18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the

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imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
St. Rose Parish
5961 Franklin Blvd.
Sacramento, CA 95824

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

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25.0 Janitorial Services. Landlord shall be responsible for janitorial services to the Premises.

26.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, gas, electricity, and garbage.

27.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

28.0 Mediation and Arbitration of Disputes.

28.1 Subject to subsection 28.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

28.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial

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mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

29.0 Entire Agreement. This Lease, together with the attached Exhibit A, B, and C, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

30.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

31.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

32.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Most Rev. Myron J. Cotta

Its: Vicar General

Pastor of St. Rose Parish, Sacramento,
a corporation sole

By: Rev. Guillermo Hernandez

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California
non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

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Exhibit A

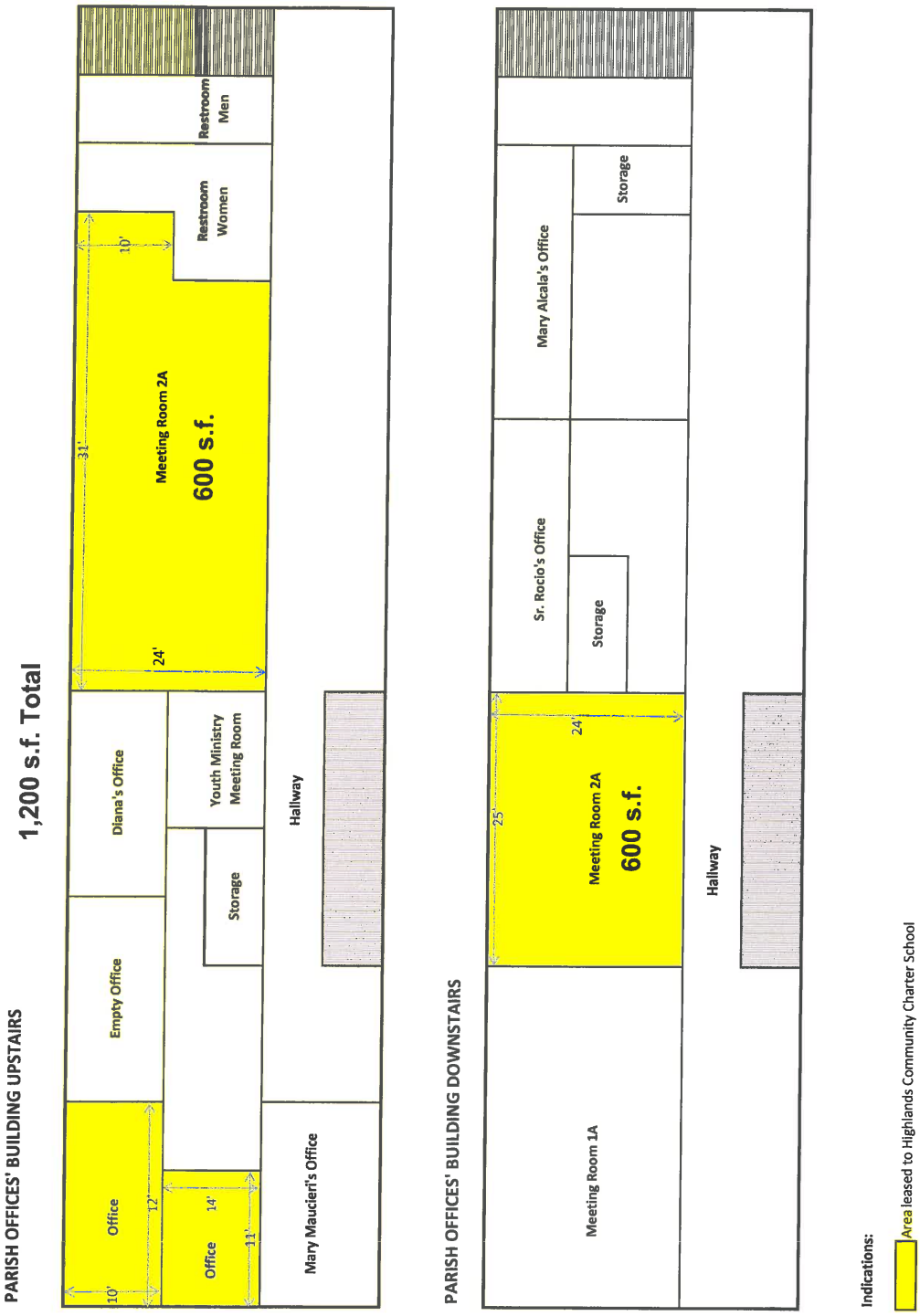

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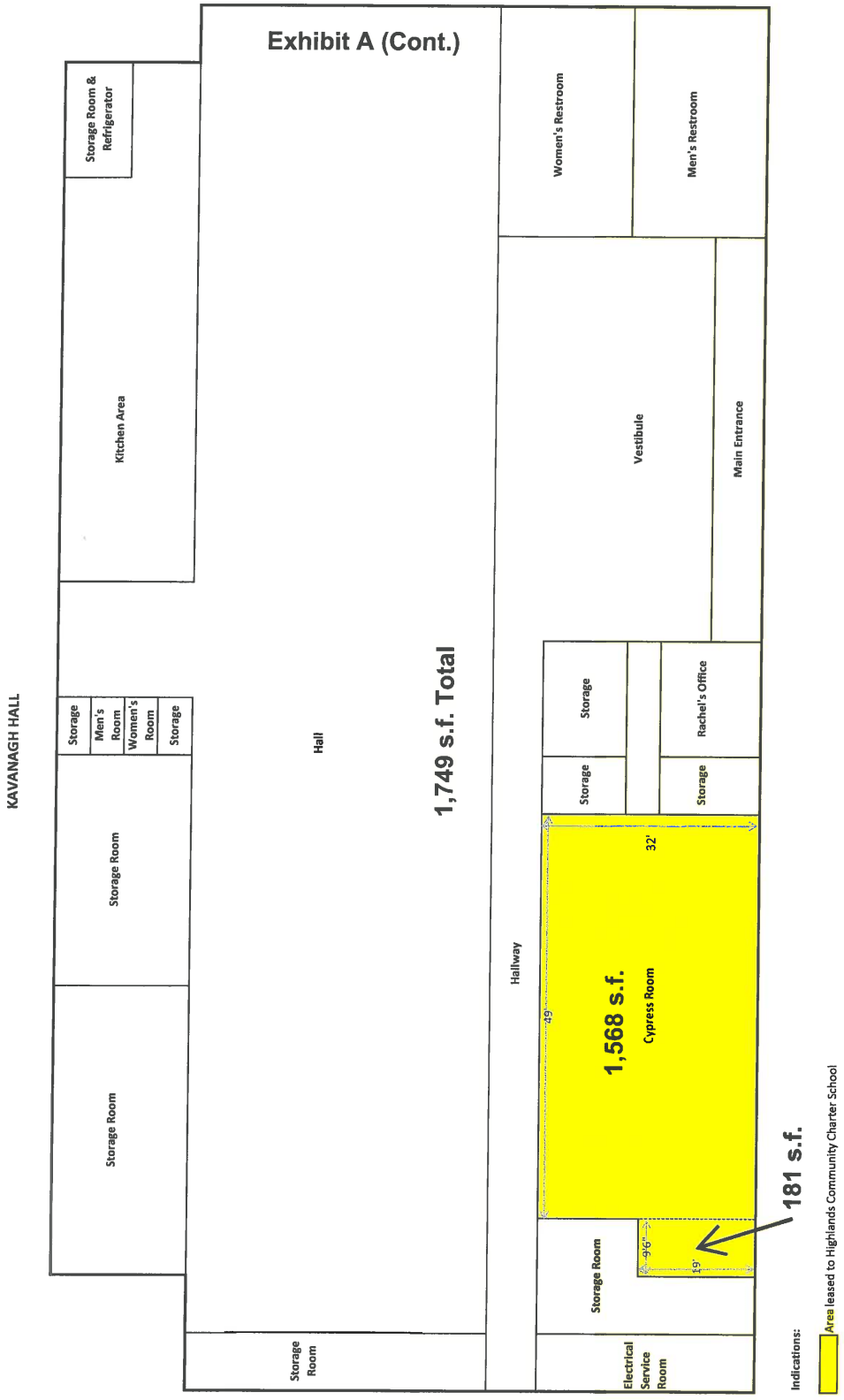

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EXHIBIT C

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg, S.T.D.
Vice-Chancellor

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FACILITIES USE AGREEMENT
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(Highlands Community Charter School)

This FACILITIES USE AGREEMENT ("Agreement") is made this 1st day of July, 2023 (the "Effective Date"), by and between the Twin Rivers Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS shall collectively be referred to as "the Charter School"). The District and the Charter School shall collectively be referred to as "Parties" and individually as a "Party" in this Agreement.

RECITALS

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2014 for a term running through June 30, 2019, and the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the District is the owner of certain real property and facilities located at 1333 Grand Avenue, Sacramento, California 95838 (the "Site") (Map of the Site attached as Exhibit "A");

WHEREAS, the District and Charter School desire to enter into this Agreement to document the arrangement between the Parties regarding the Charter School's use of the Site during the term of this Agreement consistent with the Charter and in lieu of Education Code section 47614 and its implementing regulations, pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Site. The District hereby grants to the Charter School, on the terms and conditions set forth herein, use of the Site for the sole purpose of operating HCCS and its related educational programs in accordance with the school's respective Charter. The Charter School's use of the Site shall comply with all District policies and regulations and/or practices applicable to District facilities. The Charter School shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site and conducting charter school activities.

A. Satisfaction of Proposition 39 Obligation and Waiver of Claims. The Charter School agrees that by accepting the Site pursuant to this Agreement, the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and its implementing regulations ("Proposition 39") for the term of this Agreement. The Charter School expressly and voluntarily waives any right to claim that the District has not fully and completely satisfied its obligation pursuant to Proposition 39 to provide reasonably equivalent facilities to the Charter School for the term of this Agreement. The Parties agree that

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this waiver does not extend to the respective duties and obligations of the Parties set forth in this Agreement.

B. Term. The term of this Agreement shall begin on July 1, 2023, and shall expire on June 30, 2027. This Agreement may be renewed by written agreement of the Parties.

C. Early Termination. In the event the Charter School ceases to operate for any reason during the term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall surrender possession of the Site to the District; provided however that in the event of revocation of the Charter School's charter, this Agreement will not be subject to early termination until such time as the Charter School has exhausted its statutory appeal rights or until the expiration of the term of this Agreement, whichever occurs first.

D. Reversion to District. Upon the expiration or earlier termination of this Agreement, possession of the Site and the Facilities shall automatically revert to the District. As title holder to the Site and Facilities, with the exception of those furnishings and equipment designated as the Charter School's personal property, the District reserves the right at termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site and Facilities for District programs and services. Notwithstanding the dispute resolution procedures set forth in this Agreement, the Charter School's Charter, and the Memorandum of Understanding between the District and the Charter School, the District may file an action in superior court in the event the District is unable to remove Charter School from the Site.

E. Joint-Use. The Charter School acknowledges that its right to use the Site shall not interfere with the District's shared use of the Site, if any. The District's shared use of the Site, if any, shall not unreasonably interfere with the Charter School's use of the Site.

F. Civic Center Act. The parties agree that the Site remains subject to the Civic Center Act (Education Code Section 38131, et seq.), with the District allowed to provide access and use of the Site pursuant to the Act as long as such access or use does not conflict with or materially impair the Charter School's right to use of the Site under this Agreement. The Charter School agrees that all requests submitted to the Charter School for use of the Site under the Act shall be forwarded to the District for approval. Before granting access or use of the Site pursuant to the Act, the District shall advise the Charter School of the proposed user and of the planned use, and coordinate such access or use in a manner intended to minimize the potential impact on the Charter School or its operations.

G. Drill Notice. In the event that the Charter School conducts a fire, earthquake or other emergency drill, the Charter School shall provide the District with reasonable advance notice of the time and nature of the drill.

H. Furnishings and Equipment. The Charter School, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials to furnish and equip the facilities for classroom instruction and operation of a charter school. The Charter School agrees to maintain an inventory to account for all equipment and a

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sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with Charter School further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment excluding normal wear and tear.

Section 2. Facilities Fees.

A. Site Use Fee. Commencing with the 2023-24 fiscal year and continuing through the term of this Agreement, the Charter School shall pay an amount not to exceed a total of two percent (2%) of the total revenue of the Charter School for use of the Site. "Revenue of the Charter School" for purposes of this calculation shall include, as applicable, the general-purpose entitlement calculated pursuant to Education Code section 47633, and the amount received from the local control funding formula calculated pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03.

B. Portables Lease. As additional compensation for the District's provision of the use of facilities to the Charter School, including the use of the District's portables that are currently attached to the Site, the Charter School agrees to provide to the District the use of five portable classroom buildings and one restroom building, in accordance with the terms of the Portables Lease Agreement, attached hereto as Exhibit B.

C. Payment Schedule. The Charter School shall pay the facilities fee (§ 2), direct costs for utilities fees, (§ 3), Security System fee (§ 8), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the Sacramento County Office of Education and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

Section 3. Utilities. The Charter School shall be solely responsible for the costs of all utilities used or consumed by the Charter School at the Site including water, electricity, garbage, telephone, and internet connection. The Charter School agrees to pay all amounts invoiced to the Charter Schools by the District for its prorated share of utilities costs. The District will provide documentation to support its invoices upon request by the Charter School. The Charter School shall develop and implement energy saving policies to minimize utility costs, and shall provide a copy of its energy saving policies to the District.

Section 4. Maintenance and Operations. The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of the District; however, the Charter School will

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provide its own custodial service and/or custodial staff at the Charter School's sole expense. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District, if any, in accordance with District schedules and practices shall remain the responsibility of the District. The Parties understand and agree that leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

A. Major Maintenance and Emergency Repairs. The District shall be responsible for the major maintenance of the Site and its facilities used by the Charter School; however, the Charter School shall reimburse the District for One Hundred Percent (100%) of the cost for any major facility maintenance or replacement cost requested or caused by the Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Major Maintenance scheduling and timing is at the sole discretion of the District and the site will not be improved to a level exceeding other schools in the District. The Charter School agrees to immediately notify the District in writing of any major maintenance that it knows or reasonably should have known is required at the Site, and the Charter School agrees it shall be responsible for the proportional costs to repair subsequent damage, if any, due to its failure to timely notify the District. All other kinds of maintenance shall be considered routine maintenance and shall be the sole responsibility of the Charter School.

In the event that the Charter School requires the District to perform emergency or major maintenance and repairs, as allowed for above, the Charter School shall notify the District's Facilities Services Department via facsimile at (916) 566-3518 or call directly at (916) 566-1722. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

Section 5. Installation of Improvements by the Charter School.

The Charter School shall not construct or install any improvements on the Site or otherwise alter the Site without the District's prior written consent, and if required, the Division of the State Architect ("DSA") The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's reasonable discretion. All contractors retained by the Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvement shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. The District or District's agent shall have a continuing right at all times during the

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period that improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and District may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the Site at risk of physical danger or compromise. In the event District requires the cessation of work, District and the Charter School will immediately meet to address the District's concerns. No construction or installation will resume until the District's concerns are adequately addressed.

Section 6. Provision of Facilities. The facilities to be provided to the Charter School at the Site during the term of this Agreement shall be:

Occupancy of the following buildings at 1333 Grand Avenue, Sacramento, CA 95838:

A- Former Police Services Building- 9,139 Sq. ft.

Al - Former Police Services Building-1,980 Sq. ft. A3 - High School Subjects - 3,387 Sq. ft.

A4 - Former Police Services Building- 623 Sq. ft.

B - Administration and Student Services - 2,564 Sq. ft.

C- Student Lounge, High School Subjects 2,041 Sq. ft. Cl - High School Subjects - 960 Sq. ft.

D-High School Subjects -1,723 Sq. ft.

E-High School Subjects -1,841 Sq. ft.

F - High School Subjects - 1,732 Sq. ft.

F1 -High School Subjects/Entrepreneurism-2,767 Sq. ft.

G- Former Shoulder to Shoulder Building- 4,275 Sq. ft.

K - Heating, Ventilation, Air Conditioning and Refrigeration (HVAC/R) - 2,998 Sq. ft.

The Charter School shall also have access to the parking lot at 1333 Grand Avenue.

A2 - Former District Board Room - 1,678 Sq. ft. - The Charter School will periodically be granted access to building A2 for student orientation and testing as permitted by the District when not scheduled for other District uses. The District shall have priority of use of Building A2.

The sites are depicted in the Site Map attached as Exhibit A.

Section 7. Equipment and Supplies. All equipment and supplies utilized in the administration and operation of the previous Grand Avenue Center, operated by the Twin Rivers Adult School may be used by HCCTS for operation of the school.

Section 8. Security System. The Charter School shall be solely responsible for the direct costs for all monitored security systems ("Security Systems") provided at the Site. The Charter School recognizes that the Security Systems currently provided at the Site may include a separate intrusion

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alarm system, security camera system, and/or site visits/monitoring by a private security patrol. The Charter School agrees to pay all amounts invoiced to the Charter School by the District for its Security Systems. The Charter School recognizes that the Security System currently located at the Site, if any, is not part of the facilities offered to the Charter School in this Agreement and may be discontinued by the District at any time with 30 days written notice to the Charter School. Should the Charter School desire to install its own alarm system and/or other security devices, it must follow the procedure set forth in Section 5, above.

Section 9. Condition of Property. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any conditions that existed prior to the Charter School's occupancy of the Site, so long as such conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FERA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FERA access rights to the extent of any modifications or improvements made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, the Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FERA, and other applicable building code standards. The Charter School shall comply with all licensing, payment and performance bond, and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the portions of the Site as a result of the Charter School's occupancy thereof, the Charter School, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of District and any governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

Section 10. Title to Property. The Parties acknowledge and agree that title to the Site and all improvements thereon are held by the District, and shall remain held by the District at all times.

Section 11. Surrender of Premises. Upon the expiration of this Agreement, or any extension thereof, or termination of this Agreement, the Charter School shall peaceably vacate the Site and any and all improvements located thereon and deliver up to the District in substantially the same condition as existing on the date of commencement of this Agreement, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. The Charter School shall be financially responsible for any needed repairs to the Site due to the Charter School's acts or omissions, minus normal wear and tear, after vacating the Site.

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Section 12. Insurance. The Charter School shall obtain insurance coverage which meets the District's minimum requirement and shall name the district as an "additionally insured." Charter School shall continue to maintain in full force and effect workers' compensation coverage that provides full statutory coverage throughout the term of this Agreement.

Section 13. Indemnification.

A. Charter School Obligations. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the Charter School's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend the District and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

B. District Obligations. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents,. that maybe asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the District's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Site; the District's obligation to defend the Charter School and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

All provisions of this Section 13 shall survive the termination or expiration of this Agreement.

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Section 14. Placement of Signs. The Charter School may not place, construct, or maintain any signs identifying the Site as the Charter School's, or for any other purpose, without first obtaining District approval. Any signs so placed at the Site will be at the Charter School's sole expense and must first be approved by the District Superintendent or designee, which approval shall not be unreasonably withheld. When required by the District, the Charter School must also obtain DSA approval prior to placing, constructing, or maintaining any signs on the Site. The Charter School shall not remove, block, obscure, or deface any District signs which are or may be posted on the Site. The District will in no way be financially responsible for the maintenance or upkeep of any signs placed at the Site by the Charter School.

Section 15. Access and Inspection. The Charter School shall permit the District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting the District's oversight obligations. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

Section 16. Termination.

This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the Charter School for any reason, or for no reason, by giving six (6) months' written notice of its intention to terminate to District.

B. By the Charter School, upon mutual agreement between the District and the Charter School, if the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the Site for a charter school at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the Site for a charter school, the District will make a good faith effort to provide other District facilities to the Charter School, if available, but shall have no obligation to provide substitute facilities to the Charter School.

C. By the District for a material failure by the Charter School to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of sixty (60) days after written notice thereof from the District to the Charter School; provided, however, that if the nature of the Charter School’s default is such that more than sixty (60) days are reasonably required for its cure, then the Charter School shall not be deemed to be in default if the Charter School commences such cure within said sixty (60) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By the District in the event the Charter School files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of the Charter or by the Charter School's failure to commence its educational program to serve students on or before September 30 of the Applicable Year.

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Section 17. Taxes. The Charter School shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings, or fixtures of the Charter School located at the Site or used by the Charter School.

Section 18. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To the Charter School:	Executive Director Highlands Community Charter School P.O. Box 38924 (or 1333 Grand Avenue) North Highlands, CA 95838 Facsimile: (916) 471-0552
To the District:	Chief Business Official Twin Rivers Unified School District 5115 Dudley Blvd. McClellan, California 95652 Facsimile: (916) 566-3517

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 19. California Environmental Quality Act. The Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any future improvement projects at the Site, if any. The Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School shall be solely responsible for all costs associated with obtaining CEQA approval for improvement projects undertaken by the Charter School, including but not limited to all costs associated with any proposed action by the Charter School to increase enrollment or capacity at the Site. The Charter School waives any claims against the District regarding delays, modifications or abandonment of future projects due to any inability to meet CEQA requirements.

Section 20. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 21. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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Section 22. Entire Agreement of Parties. This Agreement, together with its attachments, including the Portables Lease attached as Exhibit B, constitutes the entire agreement between the Parties with regard to the Charter School's use of the Site and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter or between this Agreement and the Memorandum of Understanding between the Parties, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties and approved by the District's Board of Trustees.

Section 23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 25. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 27. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 28. Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 30. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement subject to approva/ratification by the Parties respective governing boards.

Section 31. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District’s Board and the Charter School Board of Directors.

Section 32. Counterparts. This Agreement may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this Agreement transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

Section 33. Dispute Resolution. In the event of any dispute between the Charter School and the District regarding this Agreement, excluding revocation of the Charter but including alleged

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violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent and the Charter School's President of the Board of Directors. The President and the Superintendent shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. fu the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent and President within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the District shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: _____ _____

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: _____ _____

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

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EXHIBIT A

MAP DEPICTION OF SITE

Buildings marked with an "X" are not included in the Agreement.
Buildings outlined with a dashed line will be jointly used by the Parties in accordance with the terms of the Agreement.

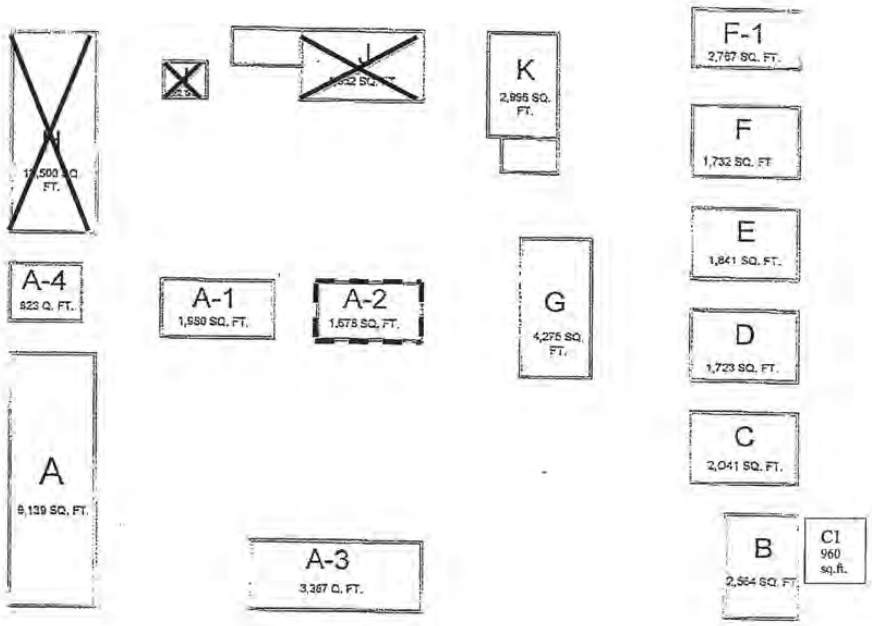

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EXHIBIT B TO FACILITIES USE AGREEMENT

**PORTABLES LEASE AGREEMENT
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS**

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of March 1, 2018 by and between Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation ("HCCTS/Lessor") and the Twin Rivers Unified School District, a school district duly organized and existing under the laws of the State of California ("District/Lessee"). HCCTS/Lessor and District/Lessee may be referred to collectively as the "Parties" and individually as a "Party" in this Lease.

RECITALS

WHEREAS, District/Lessee is the owner of improved real property commonly known as Regency Park Elementary School, located at 5901 Bridgecross Drive, in Sacramento, California ("District Property");

WHEREAS, HCCTS/Lessor owns/leases five classroom building and one restroom building that are Department of State Architect ("DSA") approved buildings authorized for student use that are available for use by District/Lessee;

WHEREAS, District/Lessee needs additional classroom facilities, and HCCTS/Lessor is willing to lease the portables to District/Lessee;

WHEREAS, California Education Code section 17536 permits the governing board of a school district to exchange property for the property of another person or private firm;

WHEREAS, in accordance with Education Code section 17536 and the terms of the Facilities Use Agreement between the Parties, the District is providing to HCCTS use of portable buildings, and HCCTS is providing to the District use of portable buildings in accordance with the terms of this Lease and the terms of the Facilities Use Agreement;

WHEREAS, this Lease shall be attached to the Facilities Use Agreement between the Parties as Exhibit B;

NOW THEREFORE, in consideration of the terms and conditions contained in this Lease, HCCTS/Lessor and District/Lessee agree as follows:

AGREEMENT

1. Lease of Portable Classrooms and Restroom Building.

HCCTS/Lessor hereby leases its DSA approved five portable classrooms and a restroom building ("the Portables"), pursuant to the terms and conditions set forth in this Lease, to District/Lessee. The Portables will be specifically identified by Serial Numbers, set forth on

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Exhibit A, attached hereto and incorporated herewith. The Portables shall be located on the District Property.

2. Rent

District/Lessee shall pay HCCTS/Lessor one dollar ($1.00) annually for each for use of the Portables during the Term of this Lease.

3. Term and Termination

The term of this Lease shall run from the effective date referenced and shall expire on June 30, 2023 ("Term"). Either Party may terminate the Lease subject to six (6) months written notice to the other Party. Upon termination or the expiration of the Term of this Lease, all interest in the Portables shall revert back to HCCTS/Lessor.

4. Ownership of the Portables

The Parties understand and agree that ownership of the Portables is solely held by HCCTS/Lessor, Highlands Community Charter and Technical Schools and/or the party from which HCCTS is leasing the Portables, and such ownership shall not change in any way as a result of this Lease.

5. Acceptance of Premises.

HCCTS/Lessor agrees to deliver possession of the DSA-approved Portables in brand new and operational condition. HCCTS/Lessor has made and will make the Portables available for inspection by District/Lessee prior to commencement of the Lease. HCCTS/Lessor represents and warrants that it is not aware of any dangerous conditions or conditions that would render the Portables uninhabitable, unsafe, or otherwise unfit for the purposes intended.

6. Installation

District/Lessee at its sole cost and expense, shall install the Portables on the District Property.

7. Furniture and Equipment

District/Lessee shall provide, at its sole cost and expense, all furniture and equipment deemed necessary by District/Lessee to operate its program in the Portables.

8. Use

District/Lessee shall utilize the Portables during the Term of this Lease for the purpose of providing classroom space to students attending Regency Park Elementary School. District/Lessee shall conduct its use of the Portables in compliance with all applicable federal, state, and local laws, regulations, ordinances, requirements, permits and approvals, including the Americans with Disabilities Act of 1990 and associated regulations, as amended from time to time ("ADA").

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9. Utilities

District/Lessee shall be responsible for all utilities services and costs related to use of the Portables, including costs for security and alarm services, which may be furnished to the Portables during the Term of this Lease.

10. Improvements and Maintenance

District/Lessee shall make no alterations, additions or improvements to the Portables without HCCTS/Lessor's prior written consent. Throughout the Term, at District/Lessee's sole cost and expense, District/Lessee shall maintain the Portables in good condition and repair.

11. Surrender

Upon expiration or earlier termination of this Lease, District/Lessee shall promptly surrender possession of the Portables to HCCTS/Lessor in good, sanitary, and neat order, condition, and repair, excluding ordinary wear and tear, damage by earthquake, flood or by circumstances over which District/Lessee has no control. District/Lessee shall repair any damage to the Portables caused by District/Lessee's removal of any fixtures or personal property, and shall, prior to the expiration or earlier termination of this Lease, restore and return the Portables to a substantially similar condition as when first occupied by District/Lessee, except as otherwise agreed to in writing by the Parties before the termination of the Lease.

12. Safety of the Portables

District/Lessee shall be responsible for operating its programs in a safe manner at all times and for maintaining the Portables in a safe condition. District/Lessee shall be responsible for promptly informing HCCTS/Lessor of any unsafe conditions on the Portables, and in the event of an emergency District/Lessee shall take necessary action to correct the unsafe condition.

13. Damage and Destruction

District/Lessee may terminate this Lease in the event the Portables are destroyed or damaged to such an extent as to be unusable by District/Lessee and said Portables have not been repaired or replaced within one hundred and twenty (120) days of the destruction or damage, through no fault of District/Lessee. If the period to cure takes longer than one hundred and twenty (120) days, and HCCTS/Lessor commences and continues to cure the default within the one hundred and twenty (120) day notice period, then HCCTS/Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure.

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14. Insurance

Throughout the Term of this Lease, District/Lessee shall maintain, at District/Lessee's expense, commercial general liability insurance, on an occurrence basis, insuring District/Lessee and District/Lessee's agents, employees and independent contractors against all bodily injury, property damage, personal injury and other covered loss arising out of the use, occupancy, improvement and maintenance of the Portables. Such insurance shall be commensurate with existing District insurance policies.

15. Indemnification

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the HCCTS/Lessor, District/Lessee shall indemnify, hold harmless, and defend the HCCTS/Lessor, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the HCCTS/Lessor, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the District/Lessee's use of the Portables or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by District/Lessee in or about the Portables; District/Lessee's obligation to defend HCCTS/Lessor and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

All provisions of this Section 15 shall survive the termination or expiration of this Lease.

16. Assignment and Subletting

District/Lessee shall not, either voluntarily or by operation of law, sell, assign, hypothecate, or transfer this Lease, or sublet the Portables without the prior written consent of HCCTS/Lessor.

17. Governing Law and Venue

This Lease and the interpretation of the terms contained herein shall be construed under the laws of the State of California. Any action at law or equity brought by either Party for the purpose of enforcing a right under this Lease shall be brought in a court of competent jurisdiction in the County of Sacramento, State of California.

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18. Entire Agreement

This Lease and any applicable terms set forth in the Facilities Use Agreement between the Parties represent the entire understanding between the Parties, and merges all prior negotiations, discussions, and representations between the Parties, with respect to the Lease of the Portables. This Lease is not subject to amendment or modification except upon written agreement by the Parties.

19. Severability

If any provision of this Lease is declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In place of any such provision that is declared invalid or unenforceable, there shall be added an enforceable provision as similar as possible in terms to such invalid or unenforceable provision.

20. Notice

Any notice, consent, demand, bill, statement, or other communication required or permitted to be given pursuant to this Lease must be in writing and may be given by personal delivery, by facsimile transmission, or by mail, and if given by personal delivery or facsimile transmission shall be deemed given on the date of delivery or transmission, and if given by mail shall be deemed sufficiently given three (3) days after time when deposited in United States Mail if sent by registered or certified mail, addressed to District/Lessee at the Premises, or to District/Lessee or Lessor at the addresses shown in this Section. Either party may, by notice to the other given pursuant to this Paragraph, specify additional or different addresses for notice purposes.

To District/Lessee:

Deputy Superintendent, Administrative Services
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3517

To HCCTS/Lessor:

Executive Director
Highlands Community Charter and Technical Schools
P.O. Box 38924 (or 1333 Grand Avenue)
North Highlands, CA 95838
Facsimile: (916) 471-0552

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21. Effectiveness

This Agreement shall become effective upon approval by the District Board of Trustees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____ Date: 3/2/2018

Bill McGuire
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____ Date: 3/6/18

Murdock Smith
Executive Director

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FACILITIES USE AGREEMENT
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS AGREEMENT ("Agreement") is made this 1st day of March, 2018 (the "Effective Date"), by and between the Twin Rivers Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Highlands Community Charter and Technical Schools ("HCCTS" or "Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS shall collectively be referred to as "the Charter School"). The District and the Charter School shall collectively be referred to as "Parties" and individually as a "Party" in this Agreement.

I. RECITALS

WHEREAS, the District's Board of Trustees ("Board") granted the HCCTS a Charter to operate HCCS at a public meeting on March 4, 2014, for a term of five (5) school years commencing on July 1, 2014 and ending on June 30, 2019;

WHEREAS, the District is the owner of certain real property and facilities located at 1333 Grand Avenue, Sacramento, California 95838 (the "Site") (Map of the Site attached as Exhibit "A");

WHEREAS, the District and Charter School desire to enter into this Agreement to document the arrangement between the parties regarding the Charter School's use of the Site during the term of this Agreement consistent with the Charter and in lieu of Education Code section 47614 and its implementing regulations, pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Site. The District hereby grants to the Charter School, on the terms and conditions set forth herein, use of the Site for the sole purpose of operating HCCS and its related educational programs in accordance with the school's respective Charter. The Charter School's use of the Site shall comply with all District policies and regulations and/or practices applicable to District facilities. The Charter School shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site and conducting charter school activities.

A. Satisfaction of Proposition 39 Obligation and Waiver of Claims. The Charter School agrees that by accepting the Site pursuant to this Agreement, the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and its implementing regulations ("Proposition 39") for the term of this Agreement. The Charter School expressly and voluntarily waives any right to claim that the District has not fully and completely satisfied its obligation pursuant to Proposition 39 to provide reasonably equivalent facilities to the Charter School for the term of this Agreement. The Parties

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agree that this waiver does not extend to the respective duties and obligations of the Parties set forth in this Agreement.

B. Term. The term of this Agreement shall begin on March 1, 2018 and shall expire on June 30, 2023. This Agreement may be renewed by written agreement of the Parties.

C. Early Termination. In the event the Charter School ceases to operate for any reason during the term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall surrender possession of the Site to the District; provided however that in the event of revocation of the Charter School's charter, this Agreement will not be subject to early termination until such time as the Charter School has exhausted its statutory appeal rights or until the expiration of the term of this Agreement, whichever occurs first.

D. Reversion to District. Upon the expiration or earlier termination of this Agreement, possession of the Site and the Facilities shall automatically revert to the District. As title holder to the Site and Facilities, with the exception of those furnishings and equipment designated as the Charter School's personal property, the District reserves the right at termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site and Facilities for District programs and services. Notwithstanding the dispute resolution procedures set forth in this Agreement, the Charter School's Charter, and the Memorandum of Understanding between the District and the Charter School, the District may file an action in superior court in the event the District is unable to remove Charter School from the Site.

E. Joint-Use. The Charter School acknowledges that its right to use the Site shall not interfere with the District's shared use of the Site, if any. The District's shared use of the Site, if any, shall not unreasonably interfere with the Charter School's use of the Site.

F. Civic Center Act. The parties agree that the Site remains subject to the Civic Center Act (Education Code Section 38131, *et seq.*), with the District allowed to provide access and use of the Site pursuant to the Act as long as such access or use does not conflict with or materially impair the Charter School's right to use of the Site under this Agreement. The Charter School agrees that all requests submitted to the Charter School for use of the Site under the Act shall be forwarded to the District for approval. Before granting access or use of the Site pursuant to the Act, the District shall advise the Charter School of the proposed user and of the planned use, and coordinate such access or use in a manner intended to minimize the potential impact on the Charter School or its operations.

G. Drill Notice. In the event that the Charter School conducts a fire, earthquake or other emergency drill, the Charter School shall provide the District with reasonable advance notice of the time and nature of the drill.

H. Furnishings and Equipment. The Charter School, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials to furnish and equip the facilities for classroom instruction and operation of a charter school. The Charter School agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with Charter School further agreeing to repair, maintain, or

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replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment excluding normal wear and tear.

Section 2. Supervisory and Facilities Fees.

A. Oversight and Facilities Fee. In accordance with Education Code section 47613, during each school year (July 1 through June 30) of the term of this Agreement, the Charter School shall pay an amount not to exceed a total of three percent (3%) of the total revenues of the Charter School, which includes one percent (1%) for Supervisorial oversight and two percent (2%) for use of the Site. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633 and the categorical block grant calculated pursuant to Education Code section 47634, and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its programs. "Revenue" for purposes of this calculation shall not include the Charter School's fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

B. Portables Lease. As additional compensation for the District's provision of the use of facilities to the Charter School, including the use of the District's portables that are currently attached to the Site, the Charter School agrees to provide to the District the use of five portable classroom buildings and one restroom building, in accordance with the terms of the Portables Lease Agreement, attached hereto as Exhibit B.

C. Payment Schedule. The Charter School shall pay the facilities fee (§ 2), direct costs for utilities fees, (§ 3), Security System fee (§ 8), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the Sacramento County Office of Education and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

Section 3. Utilities. The Charter School shall be solely responsible for the costs of all utilities used or consumed by the Charter School at the Site including water, electricity, garbage, telephone, and internet connection. The Charter School agrees to pay all amounts invoiced to the Charter Schools by the District for its prorated share of utilities costs. The District will provide documentation to support its invoices upon request by the Charter School. The Charter School shall develop and implement energy saving policies to minimize utility costs, and shall provide a copy of its energy saving policies to the District.

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Section 4. Maintenance and Operations. The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of the District; however, the Charter School will provide its own custodial service and/or custodial staff at the Charter School's sole expense. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District, if any, in accordance with District schedules and practices shall remain the responsibility of the District. The Parties understand and agree that leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

A. Major Maintenance and Emergency Repair. The District shall be responsible for the major maintenance of the Site and its facilities used by the Charter School; however, the Charter School shall reimburse the District for One Hundred Percent (100%) of the cost for any major facility maintenance or replacement cost requested or caused by the Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Major Maintenance scheduling and timing is at the sole discretion of the District and the site will not be improved to a level exceeding other schools in the District. The Charter School agrees to immediately notify the District in writing of any major maintenance that it knows or reasonably should have known is required at the Site, and the Charter School agrees it shall be responsible for the proportional costs to repair subsequent damage, if any, due to its failure to timely notify the District. All other kinds of maintenance shall be considered routine maintenance and shall be the sole responsibility of the Charter School.

In the event that the Charter School requires the District to perform emergency or major maintenance and repairs, as allowed for above, the Charter School shall notify the District's Facilities Services Department via facsimile at (916) 566-3518 or call directly at (916) 566-1722. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

Section 5. Installation of Improvements by the Charter School. The Charter School shall not construct or install any improvements on the Site or otherwise alter the Site without the District's prior written consent, and if required, the Division of the State Architect ("DSA") The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's reasonable discretion. All contractors retained by the Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. The District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do

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not unreasonably interfere with the progress of the construction or interrupt instruction to students, and District may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the Site at risk of physical danger or compromise. In the event District requires the cessation of work, District and the Charter School will immediately meet to address the District's concerns. No construction or installation will resume until the District's concerns are adequately addressed.

Section 6. Provision of Facilities. The facilities to be provided to the Charter School at the Site during the term of this Agreement shall be:

Occupancy of the following buildings at 1333 Grand Avenue, Sacramento, CA 95838:

A – Former Police Services Building – 9,139 Sq. ft.
A1 - Former Police Services Building – 1,980 Sq. ft.
A3 – High School Subjects – 3,387 Sq. ft.
A4 - Former Police Services Building – 623 Sq. ft.
B – Administration and Student Services – 2,564 Sq. ft.
C – Student Lounge, High School Subjects 2,041 Sq. ft
C1 – High School Subjects – 960 Sq. ft.
D – High School Subjects – 1,723 Sq. ft.
E – High School Subjects – 1,841 Sq. ft.
F – High School Subjects – 1,732 Sq. ft.
F1 – High School Subjects/Entrepreneurism – 2,767 Sq. ft.
G – Former Shoulder to Shoulder Building – 4,275 Sq. ft.
K – Heating, Ventilation, Air Conditioning and Refrigeration (HVAC/R) – 2,998 Sq. ft.

The Charter School shall also have access to the parking lot at 1333 Grand Avenue.

A2 – Former District Board Room - 1,678 Sq. ft. - The Charter School will periodically be granted access to building A2 for student orientation and testing as permitted by the District when not scheduled for other District uses. The District shall have priority of use of Building A2.

The sites are depicted in the Site Map attached as Exhibit A.

Section 7. Equipment and Supplies

All equipment and supplies utilized in the administration and operation of the previous Grand Avenue Center, operated by the Twin Rivers Adult School may be used by HCCTS for operation of the school for a one-time fee of $10,000.

Section 8. Security System. The Charter School shall be solely responsible for the direct costs for all monitored security systems ("Security Systems") provided at the Site. The Charter School recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol. The Charter School agrees to pay all amounts invoiced to the Charter School by the District for its Security Systems. The Charter School recognizes that the Security System currently located at the Site, if any, is not part of the facilities offered to the Charter School in this Agreement and

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may be discontinued by the District at any time with 30 days written notice to the Charter School. Should the Charter School desire to install its own alarm system and/or other security devices, it must follow the procedure set forth in Section 5, above.

Section 9. Condition of Property. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any conditions that existed prior to the Charter School's occupancy of the Site, so long as such conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, the Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. The Charter School shall comply with all licensing, payment and performance bond, and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the portions of the Site as a result of the Charter School's occupancy thereof, the Charter School, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of District and any governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

Section 10. Title to Property. The Parties acknowledge and agree that title to the Site and all improvements thereon are held by the District, and shall remain held by the District at all times.

Section 11. Surrender of Premises. Upon the expiration of this Agreement, or any extension thereof, or termination of this Agreement, the Charter School shall peaceably vacate the Site and any and all improvements located thereon and deliver up to the District in substantially the same condition as existing on the date of commencement of this Agreement, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. The Charter School shall be financially responsible for any needed repairs to the Site due to the Charter School's acts or omissions, minus normal wear and tear, after vacating the Site.

Section 12. Insurance. The Charter School shall obtain insurance coverage which meets the District's minimum requirement and shall name the district as an "additionally insured." Charter School shall continue to maintain in full force and effect workers' compensation coverage that provides full statutory coverage throughout the term of this Agreement.

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Section 13. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the Charter School's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend the District and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the District's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Site; the District's obligation to defend the Charter School and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

All provisions of this Section 13 shall survive the termination or expiration of this Lease.

Section 14. Placement of Signs. The Charter School may not place, construct, or maintain any signs identifying the Site as the Charter School's, or for any other purpose, without first obtaining District approval. Any signs so placed at the Site will be at the Charter School's sole expense and must first be approved by the District Superintendent or designee, which approval shall not be unreasonably withheld. When required by the District, the Charter School must also obtain DSA approval prior to placing, constructing, or maintaining any signs on the Site. The Charter School shall not remove, block, obscure, or deface any District signs which are or may be posted on the Site. The District will in no way be financially responsible for the maintenance or upkeep of any signs placed at the Site by the Charter School.

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Section 15. Access and Inspection. The Charter School shall permit the District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting the District's oversight obligations. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

Section 16. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the Charter School for any reason, or for no reason, by giving six months' written notice of its intention to terminate to District.

B. By the Charter School, upon mutual agreement between the District and the Charter School, if the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the Site for a charter school at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the Site for a charter school, the District will make a good faith effort to provide other District facilities to the Charter School, if available, but shall have no obligation to provide substitute facilities to the Charter School.

C. By the District for a material failure by the Charter School to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of sixty (60) days after written notice thereof from the District to the Charter School; provided, however, that if the nature of the Charter School's default is such that more than sixty (60) days are reasonably required for its cure, then the Charter School shall not be deemed to be in default if the Charter School commences such cure within said sixty (60) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By the District in the event the Charter School files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of the Charter or by the Charter School's failure to commence its educational program to serve students on or before September 30 of the Applicable Year.

Section 17. Taxes. The Charter School shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings, or fixtures of the Charter School located at the Site or used by the Charter School.

Section 18. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To the Charter School:

Executive Director
Highlands Community Charter School
P.O. Box 38924 (or 1333 Grand Avenue)

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North Highlands, CA 95838
Facsimile: (916) 471-0552

To the District:

Deputy Superintendent, Administrative Services
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3517

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 19. California Environmental Quality Act. The Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any future improvement projects at the Site, if any. The Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School shall be solely responsible for all costs associated with obtaining CEQA approval for improvement projects undertaken by the Charter School, including but not limited to all costs associated with any proposed action by the Charter School to increase enrollment or capacity at the Site. The Charter School waives any claims against the District regarding delays, modifications or abandonment of future projects due to any inability to meet CEQA requirements.

Section 20. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 21. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 22. Entire Agreement of Parties. This Agreement, together with its attachments, including the Portables Lease attached as Exhibit B, constitutes the entire agreement between the Parties with regard to the Charter School's use of the Site and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter or between this Agreement and the Memorandum of Understanding between the Parties, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties and approved by the District's Board of Trustees.

Section 23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

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Section 24. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 26. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 27. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 28. Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 30. Board Approval. This Agreement shall become effective upon approval by the District Board of Trustees.

Section 31. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 32. Dispute Resolution. In the event of any dispute between the Charter School and the District regarding this Agreement, excluding revocation of the Charter but including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent and the Charter School's President of the Board of Directors. The President and the Superintendent shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent and President within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the District shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

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TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____ Date: 3/2/2018

Bill McGuire
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____ Date: 3/6/18

Murdock Smith
Executive Director

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EXHIBIT A

MAP DEPICTION OF SITE

Buildings marked with an "X" are not included in the Agreement.
Buildings outlined with a dashed line will be jointly used by the Parties in accordance with the terms of the Agreement.

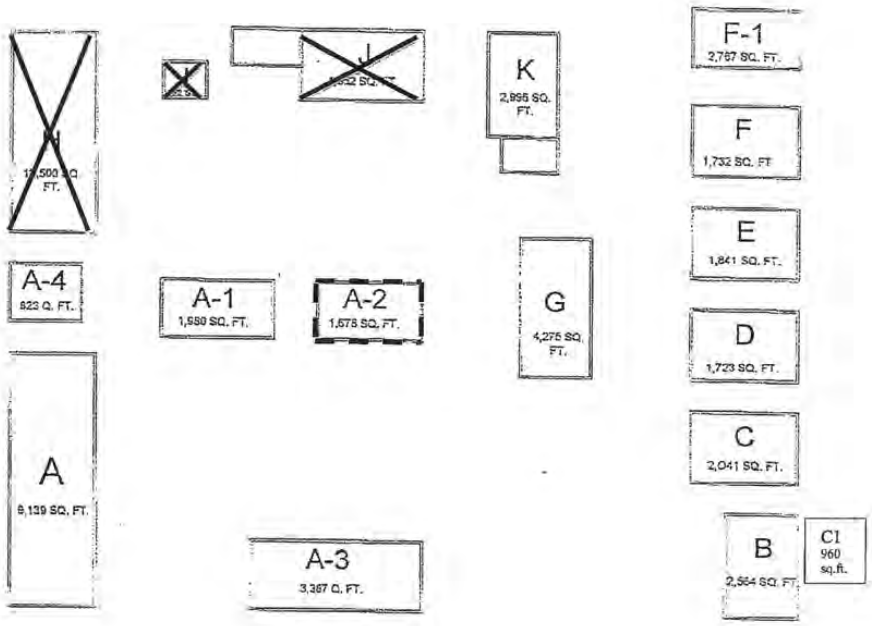

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EXHIBIT B TO FACILITIES USE AGREEMENT

**PORTABLES LEASE AGREEMENT
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS**

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of March 1, 2018 by and between Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation ("HCCTS/Lessor") and the Twin Rivers Unified School District, a school district duly organized and existing under the laws of the State of California ("District/Lessee"). HCCTS/Lessor and District/Lessee may be referred to collectively as the "Parties" and individually as a "Party" in this Lease.

RECITALS

WHEREAS, District/Lessee is the owner of improved real property commonly known as Regency Park Elementary School, located at 5901 Bridgecross Drive, in Sacramento, California ("District Property");

WHEREAS, HCCTS/Lessor owns/leases five classroom building and one restroom building that are Department of State Architect ("DSA") approved buildings authorized for student use that are available for use by District/Lessee;

WHEREAS, District/Lessee needs additional classroom facilities, and HCCTS/Lessor is willing to lease the portables to District/Lessee;

WHEREAS, California Education Code section 17536 permits the governing board of a school district to exchange property for the property of another person or private firm;

WHEREAS, in accordance with Education Code section 17536 and the terms of the Facilities Use Agreement between the Parties, the District is providing to HCCTS use of portable buildings, and HCCTS is providing to the District use of portable buildings in accordance with the terms of this Lease and the terms of the Facilities Use Agreement;

WHEREAS, this Lease shall be attached to the Facilities Use Agreement between the Parties as Exhibit B;

NOW THEREFORE, in consideration of the terms and conditions contained in this Lease, HCCTS/Lessor and District/Lessee agree as follows:

AGREEMENT

1. Lease of Portable Classrooms and Restroom Building.

HCCTS/Lessor hereby leases its DSA approved five portable classrooms and a restroom building ("the Portables"), pursuant to the terms and conditions set forth in this Lease, to District/Lessee. The Portables will be specifically identified by Serial Numbers, set forth on

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Exhibit A, attached hereto and incorporated herewith. The Portables shall be located on the District Property.

2. Rent

District/Lessee shall pay HCCTS/Lessor one dollar ($1.00) annually for each for use of the Portables during the Term of this Lease.

3. Term and Termination

The term of this Lease shall run from the effective date referenced and shall expire on June 30, 2023 ("Term"). Either Party may terminate the Lease subject to six (6) months written notice to the other Party. Upon termination or the expiration of the Term of this Lease, all interest in the Portables shall revert back to HCCTS/Lessor.

4. Ownership of the Portables

The Parties understand and agree that ownership of the Portables is solely held by HCCTS/Lessor, Highlands Community Charter and Technical Schools and/or the party from which HCCTS is leasing the Portables, and such ownership shall not change in any way as a result of this Lease.

5. Acceptance of Premises.

HCCTS/Lessor agrees to deliver possession of the DSA-approved Portables in brand new and operational condition. HCCTS/Lessor has made and will make the Portables available for inspection by District/Lessee prior to commencement of the Lease. HCCTS/Lessor represents and warrants that it is not aware of any dangerous conditions or conditions that would render the Portables uninhabitable, unsafe, or otherwise unfit for the purposes intended.

6. Installation

District/Lessee at its sole cost and expense, shall install the Portables on the District Property.

7. Furniture and Equipment

District/Lessee shall provide, at its sole cost and expense, all furniture and equipment deemed necessary by District/Lessee to operate its program in the Portables.

8. Use

District/Lessee shall utilize the Portables during the Term of this Lease for the purpose of providing classroom space to students attending Regency Park Elementary School. District/Lessee shall conduct its use of the Portables in compliance with all applicable federal, state, and local laws, regulations, ordinances, requirements, permits and approvals, including the Americans with Disabilities Act of 1990 and associated regulations, as amended from time to time ("ADA").

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9. Utilities

District/Lessee shall be responsible for all utilities services and costs related to use of the Portables, including costs for security and alarm services, which may be furnished to the Portables during the Term of this Lease.

10. Improvements and Maintenance

District/Lessee shall make no alterations, additions or improvements to the Portables without HCCTS/Lessor's prior written consent. Throughout the Term, at District/Lessee's sole cost and expense, District/Lessee shall maintain the Portables in good condition and repair.

11. Surrender

Upon expiration or earlier termination of this Lease, District/Lessee shall promptly surrender possession of the Portables to HCCTS/Lessor in good, sanitary, and neat order, condition, and repair, excluding ordinary wear and tear, damage by earthquake, flood or by circumstances over which District/Lessee has no control. District/Lessee shall repair any damage to the Portables caused by District/Lessee's removal of any fixtures or personal property, and shall, prior to the expiration or earlier termination of this Lease, restore and return the Portables to a substantially similar condition as when first occupied by District/Lessee, except as otherwise agreed to in writing by the Parties before the termination of the Lease.

12. Safety of the Portables

District/Lessee shall be responsible for operating its programs in a safe manner at all times and for maintaining the Portables in a safe condition. District/Lessee shall be responsible for promptly informing HCCTS/Lessor of any unsafe conditions on the Portables, and in the event of an emergency District/Lessee shall take necessary action to correct the unsafe condition.

13. Damage and Destruction

District/Lessee may terminate this Lease in the event the Portables are destroyed or damaged to such an extent as to be unusable by District/Lessee and said Portables have not been repaired or replaced within one hundred and twenty (120) days of the destruction or damage, through no fault of District/Lessee. If the period to cure takes longer than one hundred and twenty (120) days, and HCCTS/Lessor commences and continues to cure the default within the one hundred and twenty (120) day notice period, then HCCTS/Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure.

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14. Insurance

Throughout the Term of this Lease, District/Lessee shall maintain, at District/Lessee's expense, commercial general liability insurance, on an occurrence basis, insuring District/Lessee and District/Lessee's agents, employees and independent contractors against all bodily injury, property damage, personal injury and other covered loss arising out of the use, occupancy, improvement and maintenance of the Portables. Such insurance shall be commensurate with existing District insurance policies.

15. Indemnification

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the HCCTS/Lessor, District/Lessee shall indemnify, hold harmless, and defend the HCCTS/Lessor, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the HCCTS/Lessor, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the District/Lessee's use of the Portables or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by District/Lessee in or about the Portables; District/Lessee's obligation to defend HCCTS/Lessor and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

All provisions of this Section 15 shall survive the termination or expiration of this Lease.

16. Assignment and Subletting

District/Lessee shall not, either voluntarily or by operation of law, sell, assign, hypothecate, or transfer this Lease, or sublet the Portables without the prior written consent of HCCTS/Lessor.

17. Governing Law and Venue

This Lease and the interpretation of the terms contained herein shall be construed under the laws of the State of California. Any action at law or equity brought by either Party for the purpose of enforcing a right under this Lease shall be brought in a court of competent jurisdiction in the County of Sacramento, State of California.

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18. Entire Agreement

This Lease and any applicable terms set forth in the Facilities Use Agreement between the Parties represent the entire understanding between the Parties, and merges all prior negotiations, discussions, and representations between the Parties, with respect to the Lease of the Portables. This Lease is not subject to amendment or modification except upon written agreement by the Parties.

19. Severability

If any provision of this Lease is declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In place of any such provision that is declared invalid or unenforceable, there shall be added an enforceable provision as similar as possible in terms to such invalid or unenforceable provision.

20. Notice

Any notice, consent, demand, bill, statement, or other communication required or permitted to be given pursuant to this Lease must be in writing and may be given by personal delivery, by facsimile transmission, or by mail, and if given by personal delivery or facsimile transmission shall be deemed given on the date of delivery or transmission, and if given by mail shall be deemed sufficiently given three (3) days after time when deposited in United States Mail if sent by registered or certified mail, addressed to District/Lessee at the Premises, or to District/Lessee or Lessor at the addresses shown in this Section. Either party may, by notice to the other given pursuant to this Paragraph, specify additional or different addresses for notice purposes.

To District/Lessee:

Deputy Superintendent, Administrative Services
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3517

To HCCTS/Lessor:

Executive Director
Highlands Community Charter and Technical Schools
P.O. Box 38924 (or 1333 Grand Avenue)
North Highlands, CA 95838
Facsimile: (916) 471-0552

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21. Effectiveness

This Agreement shall become effective upon approval by the District Board of Trustees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____ Date: 3/2/2018

Bill McGuire
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____ Date: 3/6/18

Murdock Smith
Executive Director

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FACILITIES USE AGREEMENT
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS AGREEMENT ("Agreement") is made this 22nd day of July, 2014 (the "Effective Date"), by and between the Twin Rivers Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS collectively referred to as "the Charter School").

I. RECITALS

WHEREAS, the District's Board of Trustees ("Board") granted the Corporation a Charter to operate HCCS at a public meeting on March 4, 2014, for a term of five (5) school years commencing on July 1, 2014 and ending on June 30, 2019;

WHEREAS, the District is the owner of certain real property and facilities located at 1333 Grand Avenue, Sacramento, California 95838 (the "Site") (Map of the Site attached as Exhibit "A");

WHEREAS, the District and Charter School desire to enter into this Agreement to document the arrangement between the parties regarding the Charter School's use of the Site during the 2014-15 school year ("Applicable Year") consistent with the Charter in lieu of Education Code section 47614 and its implementing regulations, pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Site. The District hereby grants to the Charter School, on the terms and conditions set forth herein, use of the Site for the sole purpose of operating HCCS and its related educational programs in accordance with the school's respective Charter. The Charter School's use of the Site shall comply with all District policies and regulations and/or practices applicable to District facilities. The Charter School shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site and conducting charter school activities.

A. Term. The Charter School's use of the Site shall be for the Applicable Year commencing on July 1, 2014 and terminating on June 30, 2015. This Agreement may be renewed by written agreement of the Parties.

B. Joint-Use. The Charter School acknowledges that its right to use the Site shall not interfere with the District's shared use of the Site, if any. The District's shared use of the Site, if any, shall not unreasonably interfere with the Charter School's use of the Site.

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C. Reversion to District. Upon the expiration of this Agreement by its terms, the right to use and to occupy the Site and its facilities, and District equipment thereon, shall revert to the District.

D. Civic Center Act. The parties agree that the Site remains subject to the Civic Center Act (Education Code Section 38131, *et seq.*), with the District allowed to provide access and use of the Site pursuant to the Act as long as such access or use does not conflict with or materially impair the Charter School's right to use of the Site under this Agreement. The Charter School acknowledges that all requests submitted to the Charter School for use of the Site under the Act shall be forwarded to the District for approval. Before granting access or use of the Site pursuant to the Act, the District shall advise the Charter School of the proposed user and of the planned use, and coordinate such access or use in a manner intended to minimize the potential impact on the Charter School or its operations.

E. Drill Notice. In the event that the Charter School conducts a fire, earthquake or other emergency drill, the Charter School shall provide the District with reasonable advance notice of the time and nature of the drill.

F. Furnishings and Equipment. The Charter School, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, the Charter School may use furnishings and equipment from the District, if available, subject to the terms and conditions set forth in a separate amendment to this Agreement. The Charter School agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with Charter School further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment excluding normal wear and tear.

Section 2. Supervisory and Facilities Fees.

A. Oversight and Facilities Fee. The Charter School shall pay an amount not to exceed a total of two percent (2%) of the total revenues of the Charter School for 2014-15 (one percent (1%) for Supervisorial oversight and one percent (1%) for use of the Site), exceed a total of two and one-half percent (2.5%) of the total revenues of the Charter School for 2015-16 (one percent (1%) for Supervisorial oversight and one and one-half percent (1.5%) for use of the Site) and an amount not to exceed a total of three percent (3%) of the total revenues of the Charter School for 2016-17 (one percent (1%) for Supervisorial oversight and two percent (2%) for use of the Site),and pursuant to Education Code section 47613. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633 and the categorical block grant calculated pursuant to Education Code section 47634, and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its programs. "Revenue" for purposes of this calculation shall not include the Charter School's fund-raising activities, private donations, other public grants, classes not taught at 1333 Grand Avenue or any other source of income developed by the Charter School.

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B. Payment Schedule. The Charter School shall pay the facilities fee (§ 2), direct costs for utilities fees, (§ 4), Security Systems fee (§ 7), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the Sacramento County Office of Education and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

Section 3. Utilities. The Charter School shall be solely responsible for the costs of all utilities used or consumed by the Charter School at the Site including water, electricity, garbage, telephone, and internet connection. The Charter School agrees to pay all amounts invoiced to the Charter Schools by the District for its prorated share of utilities costs. The District will provide documentation to support its invoices upon request by the Charter School. The Charter School shall develop and implement energy saving policies to minimize utility costs, and shall provide a copy of its energy saving policies to the District.

Section 4. Maintenance and Operations. The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of the District; however, the Charter School will provide its own custodial service and/or custodial staff at the Charter School's sole expense. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District, if any, in accordance with District schedules and practices shall remain the responsibility of the District. The Parties understand that leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

A. Major Maintenance and Emergency Repair. The District shall be responsible for the major maintenance of the Site and its facilities used by the Charter School; however, the Charter School shall reimburse the District for One Hundred Percent (100%) of the cost for any or caused by the Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Major Maintenance scheduling and timing is at the sole discretion of the District and the site will not be improved to a level exceeding other schools in the District. The Charter School agrees to immediately notify the District of any major maintenance that it knows or reasonably should have known is required at the Site, and the Charter School agrees it shall be responsible for the proportional costs to repair subsequent damage, if any, due to its failure to timely notify the District. All other kinds of maintenance shall be considered routine maintenance and shall be the sole responsibility of the Charter School.

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In the event that the Charter School requires the District to perform emergency or major maintenance and repairs, as allowed for above, the Charter School shall notify the District's Facilities Services via facsimile at (916) 286-4823 or call directly at (916) 566-1625. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

Section 5. Installation of Improvements by the Charter School. The Charter School shall not construct or install any improvements on the Site or otherwise alter the Site without the District's prior written consent, and if required, the Division of the State Architect ("DSA.") The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's reasonable discretion. All contractors retained by the Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. The District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and District may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the Site at risk of physical danger or compromise. In the event District requires the cessation of work, District and the Charter School will immediately meet to address the District's concerns. No construction or installation will resume until the District's concerns are adequately addressed.

Section 6. Provision of Facilities. The facilities to be provided to the Charter School at the Site during the Applicable Year shall be determined by the Parties no later than July 1, 2014, which may include the following:

1333 Grand Avenue, Sacramento, CA 95838.
Occupancy includes buildings:
A3 – High School Subjects – 3.387 Sq. ft.
B – Administration and Student Services – 2,564 Sq. ft.
C – Student Lounge, High School Subjects 2,041 Sq. ft.
C1 – High School Subjects – X,XXX Sq. ft.
D – High School Subjects – 1,723 Sq. ft.
E – High School Subjects - 1,841 Sq. ft.
F – High School Subjects – 1,732 Sq. ft.
F1 – High School Subjects/Entrepreneurism – 2,767 Sq. ft.

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H – Apprenticeships – 13.500 Sq. ft.
K – Heating, Ventilation, Air Conditioning and Refrigeration (HVAC/R) – 2,998 Sq. ft.

Access to parking lot at Grand Ave.

Charter School will periodically be granted access to building A2 for student orientation and testing as permitted by the District when not scheduled for other uses of building A2.

Section 6. Equipment and Supplies

All equipment and supplies (inventoried on Exhibit B) utilized in the administration and operation of the previous Grand Avenue Center, operated by the Twin Rivers Adult School may be used by HCCS for operation of the school for an annual fee of $1,000 in 2014-15 and 2015-16. Each year thereafter a reasonable fee will be set for the use said equipment and supplies .

Section 7. Security System. The Charter School shall be solely responsible for the direct costs for all monitored security systems ("Security Systems") provided at the Site. The Charter School recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol. The Charter School agrees to pay all amounts invoiced to the Charter School by the District for its Security Systems. The Charter School recognizes that the Security System currently located at the Site, if any, is not part of the facilities offered to the Charter School in this Agreement and may be discontinued by the District at any time and 30 day notice. Should the Charter School desire to install its own alarm system and/or other security devices, it must follow the procedure set forth in Section 5, above.

Section 8. Condition of Property. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any conditions that existed prior to the Charter School's occupancy of the Site, so long as such conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, the Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. The Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the portions of the Site as a result of the Charter School's occupancy thereof, the Charter School, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of District and

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any governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

Section 9. Title to Property. The Parties acknowledge that title to the Site and all improvements are held by the District, and shall remain in the District at all times.

Section 10. Surrender of Premises. Upon the expiration of this Agreement, or any extension thereof, or termination of this Agreement, the Charter School shall peaceably vacate the Site and any and all improvements located thereon and deliver up to the District in substantially the same condition as existing on the date of commencement of this Agreement, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. The Charter School shall be financially responsible for any needed repairs to the Site due to the Charter School's acts or omissions, minus normal wear and tear, after vacating the Site.

Section 11. Insurance. The Charter School shall obtain insurance coverage which meets the District's minimum requirement and shall name the district as an "additionally insured." The Charter School has sought and obtained workers' compensation coverage through CharterSAFE insurance. Charter School shall continue to maintain in full force and effect workers' compensation coverage that provides full statutory coverage throughout the term of this Agreement.

Section 12. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the Charter School's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend the District and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties,

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obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the District's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Site; the District's obligation to defend the Charter School and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 13. Placement of Signs. The Charter School may not place, construct, or maintain any signs identifying the Site as the Charter School's, or for any other purpose, without first obtaining District approval. Any signs so placed at the Site will be at the Charter School's sole expense and must first be approved by the District Superintendent or designee, which approval shall not be unreasonably withheld. When required by the District, the Charter School must also obtain DSA approval prior to placing, constructing or maintaining any signs on the premises. The Charter School shall not remove, block, obscure or deface any District signs which are or may be posted on the premises. The District will in no way be financially responsible for the maintenance or upkeep of any signs placed at the Site by the Charter School.

Section 14. Access and Inspection. The Charter School shall permit the District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting the District's oversight obligations. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

Section 15. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the Charter School for any reason, or for no reason, by giving six months' notice of its intention to terminate to District.

B. By the Charter School, upon mutual agreement between the District and the Charter School, if the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the premises for a charter school at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the premises for a charter school, the District will make a good faith effort to provide other District facilities to the Charter School, if available, but shall have no obligation to provide substitute facilities to the Charter School.

C. By the District for a material failure by the Charter School to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of sixty (60) days after notice thereof from the District to the Charter School; provided, however, that if the

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nature of the Charter School's default is such that more than sixty (60) days are reasonably required for its cure, then the Charter School shall not be deemed to be in default if the Charter School commences such cure within said sixty (60) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By the District in the event the Charter School files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of the Charter or by the Charter School's failure to commence its educational program to serve students on or before September 30 of the Applicable Year.

Section 16. Taxes. The Charter School shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of the Charter School located at the Site or used by the Charter School.

Section 17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To the Charter School:
Principal
Highlands Community Charter School
P.O. Box 139
North Highlands, CA 95660
Facsimile: (916) 597-2148

To the District:
Deputy Superintendent, Administrative Services
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3586

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 18. California Environmental Quality Act. The Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any future improvement projects at the Site, if any. The Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School shall be solely responsible for all costs associated with obtaining CEQA approval for improvement projects undertaken by the Charter School, including but not limited to all costs associated with any proposed action by the Charter School to increase enrollment or capacity at the Site. The Charter School waives any claims against the District regarding delays, modifications or abandonment of future projects due to any inability to meet CEQA requirements.

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Section 19. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 20. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 21. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 22. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 23. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 25. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 26. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 27. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 28. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 29. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 30. Dispute Resolution. In the event of any dispute between the Charter School and the District regarding this Agreement, excluding revocation of the Charter but including

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alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent and the Charter School's President of the Board of Directors. The President and the Superintendent shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent and President within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the District shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: Bill McGuire by Barbara Date: 7/15/2014
Bill McGuire
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: Date: 7-15-14
Ward Allen
Charter School Representative

EXHIBIT A

MAP DEPICTION OF SITE - Final Version with C1 needed

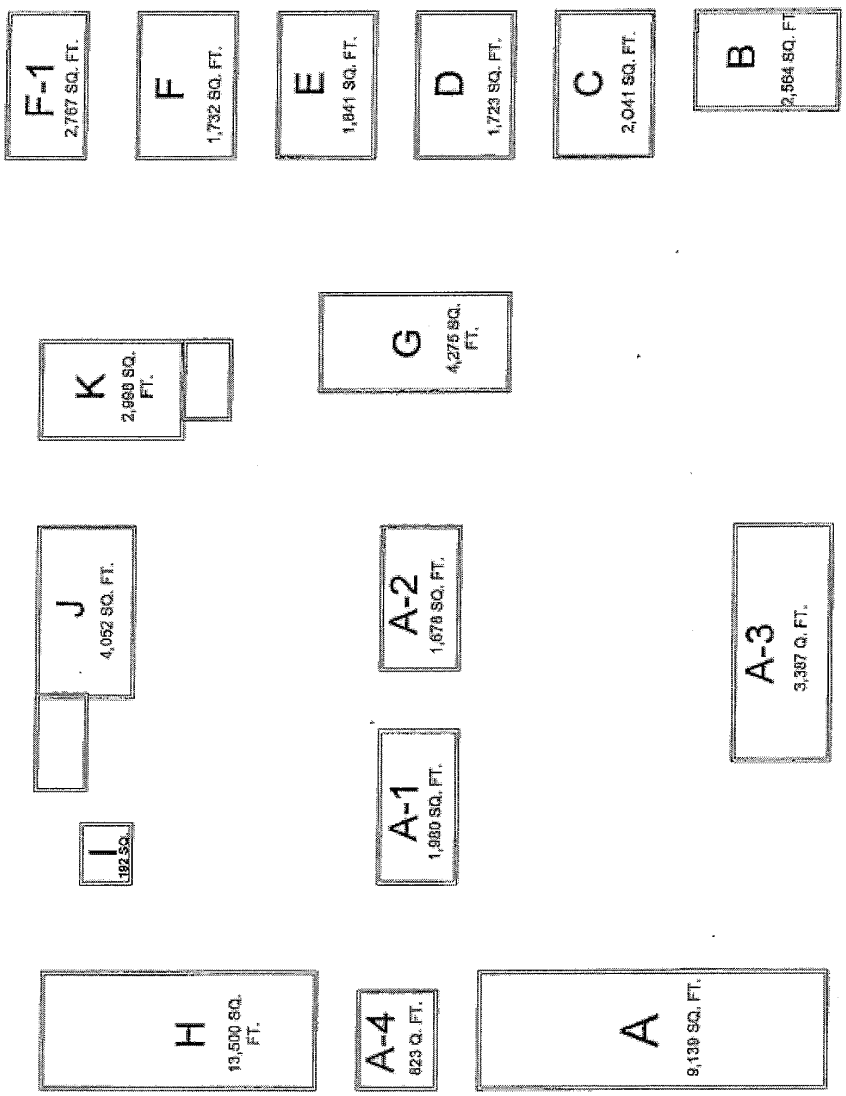

TRUSD Proposal Update on 7-14-2014

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ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
LA FAMILIA COUNSELING CENTER, INC.
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
January 1, 2023

THIS Addendum to the Memorandum of Understanding ("MOU") is made on January 1, 2023 (the "Effective Date"), by and between La Familia Counseling Center, Inc., a private non-profit community service organization; organized and existing under the laws of the State of California (hereinafter "LFCC") and Highlands Community Charter and Technical Schools, a California non-profit corporation (hereinafter "HCCTS").

WHEREAS, LFCC is the owner of certain real property and facilities located at 3301 37th Avenue, Sacramento, CA 95824 (the "Site");

WHEREAS, LFCC and the HCCTS entered into an MOU to document the arrangement between the parties regarding the HCCTS use of the Site on a month to month basis pursuant to the conditions set forth in the MOU;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree to an ADDENDUM as follows:

Financial/Recordkeeping Obligations.
HIGHLANDS will reimburse the cost of a community liaison at $5,000 a month.

LFCC shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

All other terms and conditions of the original AGREEMENTS shall remain in full force.

Tenant:
Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Murdock.smith@hccts.org

Landlord:
Rachel Rios
La Familia Counseling Center, Inc.
2201 37th Ave.
Sacramento, CA 95824
rachelr@lafcc.org

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the Effective Date.

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By: _____ Date: 2/28/23

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

By: _____ Date: 2/16/23

Rachel Rios, Executive Director
La Familia Counseling Center, Inc.

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Current Agreement

Training and Facilities Use Agreement
Between La Familia (LFCC) and Highlands
Community Charter and Technical Schools (HCCTS)
October 1,2016

THIS AGREEMENT ("Agreement") is made on **October 1, 2016** the "Effective Date"), by and between La Familia Counseling Center, Inc. (LFCC), a private non-profit community service organization; organized and existing under the laws of the State of California (hereinafter referred to as the "LFCC"), and Highlands Community Charter and Technical Schools (HCCTS), a California non-profit public adult-serving charter school HCCTS (hereinafter referred to as the "HCCTS").

I. RECITALS

WHEREAS, LFCC holds the master license of certain real property at 3301 37th Avenue – Sacramento, CA 95824-2418.

WHEREAS, LFCC and HCCTS desire to enter into this Agreement to document the arrangement between the parties regarding the HCCTS's providing services at LFCC's leased property (3301 – 37th Avenue Sacramento, CA 95824-2418) pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

SECTION 1

A. **Use of Facilities.** LFCC hereby agrees to let HCCTS, on the terms and conditions set forth herein, use of a specified room (identified in Attachment A) at the Maple Neighborhood site for a monthly rental fee for the purpose of operating a PLAY CARE program three days a week. The HCCTS's use of the site shall comply with all LFCC policies and regulations and/or practices applicable to the LFCC facilities. The HCCTS agrees to give priority registration to the LFCC clients for all classes and training where possible. The HCCTS shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a PLAYCARE program. The HCCTS further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site (hereinafter referred to the "Site") and conducting HCCTS activities. HCCTS has viewed the proposed Site and has determined that it contains adequate facilities. Any request and approval for additional space will be reflected in an addendum to this agreement.

B. **License Fee and Deposit.** . LFCC and HCCTS, agree to the terms and conditions set forth herein, that HCCTS will have use of a specified room at the Maple Neighborhood site for a

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monthly rental fee of $1500.00, inclusive of all utilities, taxes and fees. Such fees will be due each month and paid to LFCC no later than the tenth of each month or be subject to a late payment fee of $50 for each week of delinquency plus a 5% interest charge on the principal of the fee. HCCTS agrees to pay a deposit fee in the amount of $1,000 as a security deposit to be held by LFCC until the end of the term of this agreement. The security deposit will be refundable upon HCCTS meeting all other conditions of this agreement.

C. **Term.** The HCCTS's use of the Site is on a month to month basis and shall be reviewed annually, but shall be in effect until revoked by either party pursuant to Section 12. The facilities to be provided to the HCCTS during the Applicable Year shall be accessible to the Parties no later than October 1,2016.

D. **Joint-Use.** The HCCTS acknowledges that its right to use the Site shall not interfere with LFCC's shared use of the Site, if any. LFCC's shared use of the Site, if any, shall not unreasonably interfere with the HCCTS's use of the Site. Upon the termination/expiration of this Agreement by its terms, the right to use and to occupy the Site and its facilities, and LFCC's equipment thereon, remain with LFCC.

E. **Drill Notice.** In the event that the HCCTS conducts a fire, earthquake or other emergency drill, the HCCTS shall provide LFCC with reasonable advance notice of the time and nature of the drill.

F. **Furnishings and Equipment.** The HCCTS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a HCCTS. In the alternative, the HCCTS may use LFCC furnishings and equipment that LFCC designates, if available. Upon completion of an initial inventory of equipment conducted by LFCC, the HCCTS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with HCCTS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

G. **Acknowledgement of Suitability, Compliance and Waiver.** By executing this Agreement, the HCCTS and LFCC agree to conduct an inspection of the Site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCC shall submit the appropriate work order requests to the Sacramento City Unified School District ("SCUSD") to take the necessary steps to make the space or facility safe or compliant.

SECTION 2. Maintenance and Operations.

A. **General Maintenance and Repair:** Subject to sub paragraph B, below, the ongoing operations and day to day maintenance of the Site and its facilities shall remain the responsibility of LAFCC who will provide janitorial services

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B. Major Maintenance and Emergency Repair. In the event that the HCCTS encounters emergency or major maintenance and repair situations, the HCCTS shall notify LFCC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCC property. LFCC reserves the right to implement a process for submission of maintenance/ repair requests.

Section 3. Provision of Facilities. The facilities to be provided to the HCCTS during the Applicable Year shall be accessible to the Parties no later than October 1,2016.

Section 4. Security System/Keys. The HCCTS shall be provided access by key or code to identified classroom space. The HCCTS recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol, which are currently accessed only by LFCC and the SCUSD.

Section 5. Condition of Property. The HCCTS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The HCCTS shall not be responsible for any conditions that existed prior to the HCCTS's occupancy of the Site, so long as such conditions are not exacerbated by the HCCTS's negligence or willful misconduct. LFCC provides the agreed upon space in "as is" condition. The HCCTS may inspect the building and class rooms prior to signing any agreement to use the facilities. Any modifications imposed by any governing agency, after the HCCTS has occupied the space, may only be made after LFCC's and SCUSD approval and may or may not be made by The HCCTS at their discretion, but will not be considered the responsibility of LFCC. The HCCTS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements approved by LFCC and SCUSD and made by the HCCTS. Should any approved modifications or improvements made by the HCCTS change or affect the character of any existing improvements, the HCCTS shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. The HCCTS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the portions of the Site as a result of the HCCTS's occupancy thereof, the HCCTS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of LFCC and any

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governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the HCCTS fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the HCCTS.

Section 6. Title to Property. The Parties acknowledge that title to the Site and all improvements will remain with LFCC or SCUSD at all times.

Section 7. Surrender of Premises. Upon the expiration of this Agreement, or any extension thereof, or termination of this Agreement, the HCCTS shall peaceably vacate the Site and any and all improvements located thereon and deliver up to LFCC in substantially the same condition as existing on the date of commencement of this Agreement, excepting reasonable wear and tear, damage by the elements, earthquake, flood, or public calamity excepted.

Section 8. Insurance. The HCCTS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability for any events arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. The HCCTS's insurance shall be primary unless the claim, injury, or loss is caused by the active negligence or intentional act of LFCC. HCCTS shall cause LFCC to be named as an as an additional insured on the policy. HCCTS will provide a certificate of insurance showing LFCC as an additional insured prior to occupancy, and on request, a copy of the policy.

Section 9. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LFCC, the HCCTS shall indemnify, hold harmless, and defend LFCC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney 's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against LFCC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the HCCTS's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors , invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the HCCTS in or about the Site; the HCCTS's obligation to defend LFCC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the HCCTS, LFCC shall indemnify, hold harmless, and defend the HCCTS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the HCCTS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, LFCC' s use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the LFCC in or about the Site; LFCC's obligation to defend the HCCTS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 10. Placement of Signs. The HCCTS may not place, construct, or maintain any signs identifying the Site as the HCCTSs, or for any other purpose, without first obtaining LFCC approval. Any signs so placed at the Site will be at the HCCTS's sole expense and must first be approved by LFCC, which approval shall not be unreasonably withheld. The HCCTS shall not remove, block, obscure or deface any LFCC signs which are or may be posted on the premises. LFCC will in no way be financially responsible for the maintenance or upkeep of any signs placed at the Site by the HCCTS.

Section 11. Access and Inspection. The HCCTS shall permit LFCC, its agents, representatives or employees, to use the preschool during the hours the space is not in use by the HCCTS. Further the HCCTS shall permit LFCC to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCC's oversight obligations. LFCC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

Section 12. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the HCCTS for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to LFCC.

B. By LFCC for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to HCCTS.

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C. By the HCCTS, upon mutual agreement between LFCC and the HCCTS, if the Site is so damaged, destroyed or otherwise impaired as to hinder the HCCTS's effective use of the premises for a HCCTS at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the HCCTS's effective use of the premises for a HCCTS, LFCC, will make a good faith effort to provide other LFCC facilities to HCCTS, if available, but shall have no obligation to provide substitute facilities to the HCCTS.

D. By LFCC for a material failure by the HCCTS to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof from LFCC to the HCCTS; provided, however, that if the nature of the HCCTS's default is such that more than thirty (30) days are reasonably required for its cure, then the HCCTS shall not be deemed to be in default if the HCCTS commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

E. By LFCC in the event the HCCTS files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations.

F. By LFCC in the event either LFCC or the SCUSD terminates the Master License upon the effective date of said termination.

Section 13. Taxes. LFCC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LFCC located at the Site or used by the HCCTS.

Section 14. Surplus Collections. HCCTS agrees and understands that any fees, charges, or costs collected by HCCTS which are over and above defraying program and related development costs and are conducted at the Premises resulting in a surplus, may be subject to collection by the SCUSD. LFCC retains the right to take all reasonable measures necessary to ensure compliance with this section.

Section 15. Consent of SCUSD. SCUSD's written consent to this Agreement in accordance with the terms of Section 1.4 of the Master License is a condition subsequent to the validity of this Agreement. If LFCC has not obtained and delivered a copy of SCUSD's consent to HCCTS by the thirtieth (30th) day following the date of this Agreement, HCCTS shall thereafter have the ongoing right to terminate this Agreement. If LFCC delivers to HCCTS the consent of SCUSD before HCCTS provides written notice to LFCC that HCCTS elects to terminate this Agreement under the provisions of this Section 15, this condition subsequent shall be satisfied and this Agreement shall continue in full force and effect.

If HCCTS elects to terminate this Agreement, then the parties shall be released from any further obligations under this Agreement as of the date written notice is provided to LFCC. HCCTS shall be responsible for any prorated fees, and HCCTS shall return the Site to LFCC pursuant to the provisions of Section 7 of this Agreement.

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Section 16. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To the HCCTS:

Murdock Smith, Gen. Mgr.
Highlands Community Charter & Technical Schools
P.O. Box 38924
Sacramento, CA
95838 Fax: (916)
304-4723

To LFCC:

Rachel Rios – Executive Director
Phyllis Rodriguez – Office
Manager
5523 34th Street
Sacramento, CA 95820-4725

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 17. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 18. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 19. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written.

Section 20. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

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Section 21. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 23. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 24. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 25. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 26. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 27. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile.

Section 28. Dispute Resolution. In the event of any dispute between the HCCTS and the LFCC regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCC Executive Director and the HCCTS's General Manager or President. The Executive Director and the General Manager or President shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Director and General Manager or President within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the state mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the LFCC shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective date.

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/s/ LA FAMILIA (LFCC)

By _____ Date 10/3/16

Rachel Rios

/s/HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS (HCCTS)

By _____ Date 10/3/16

Murdock Smith, General Manager

Administrative Record, as submitted by
Twin Rivers Unified School District

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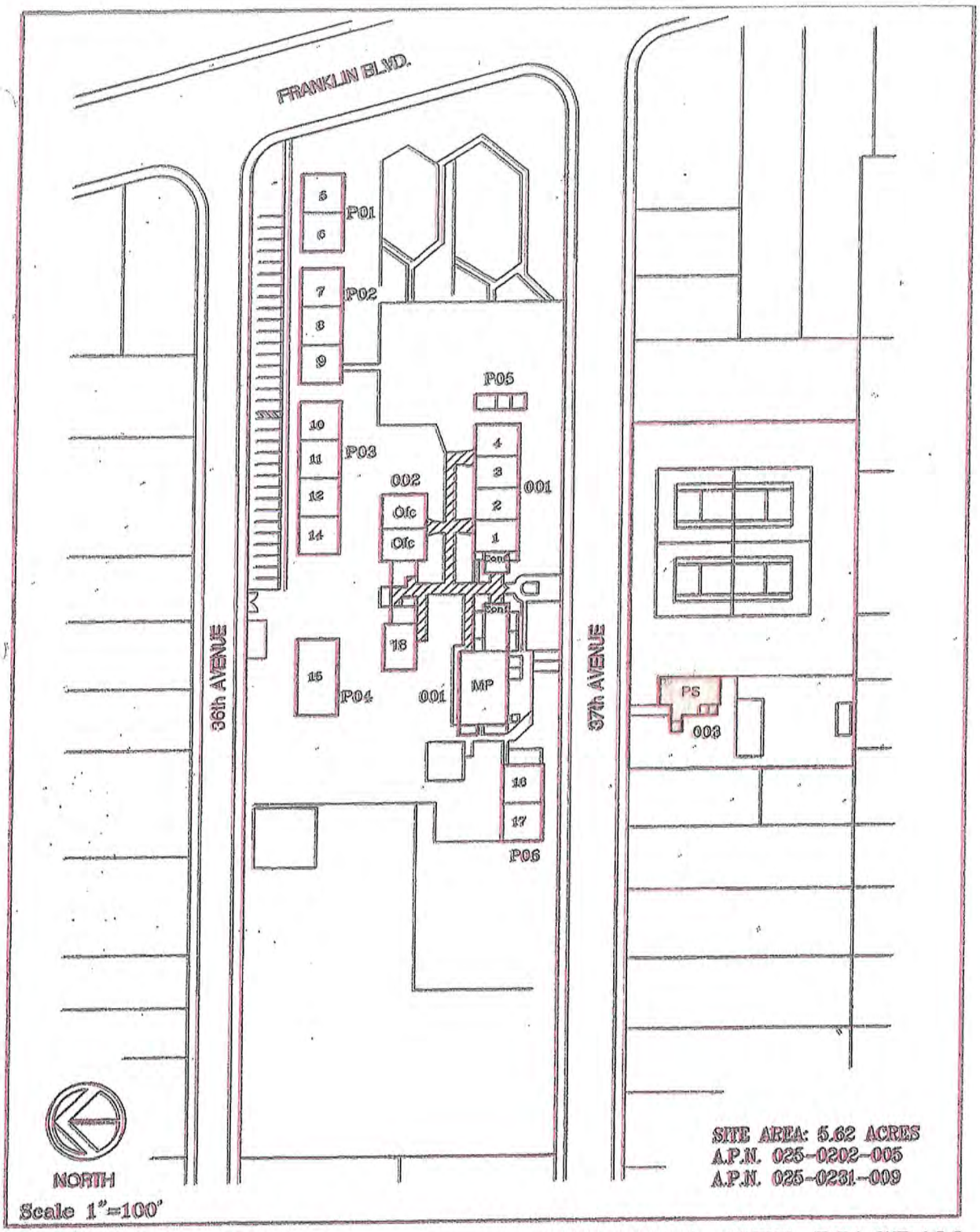

Maple Elementary School (223)
3301 - 37th Avenue

EXISTING SITE DIAGRAM

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Addendum to Expired Agreement

ADDENDUM to **Training and Facilities Use Agreement**
Between La Familia (LFCC) and Highlands
Community Charter and Technical Schools (HCCTS)
July 1, 2016

THIS Addendum to the AGREEMENT ("Agreement") is made on _____ (the "Effective Date"), by and between La Familia Counseling Center, Inc. (LFCC), a private non-profit community service organization; organized and existing under the laws of the State of California (hereinafter referred to as the "LFCC"), and Highlands Community Charter and Technical Schools (HCCTS), a California non-profit **public** adult-serving charter school HCCTS (hereinafter referred to as the "HCCTS").

WHEREAS, LFCC holds the master license of certain real property at 3301 37th Avenue – Sacramento, CA 95824-2418

WHEREAS, LFCC and HCCTS entered into an Agreement to document the arrangement between the parties regarding the HCCTS's providing services at LFCC's leased property (3301 – 37th Avenue Sacramento, CA 95824-2418) pursuant to the conditions set forth in an Memorandum of Understanding (MOU);

NOW THEREFORE, in consideration of the covenants and agreements set forth, the Parties agree to an ADDENDUM as follows:

A. Use of Facilities. LFCC hereby agrees to let HCCTS the use of two specified rooms at the Maple Neighborhood site for a monthly rental fee of $1500.00 for each room inclusive of all utilities, taxes and fees, for the purpose of operating Community Based Education (CBEd) programs which include: High School Diploma (for students over 18), English Language Development, Citizenship Preparation and Family Literacy curricula in both day and evenings. The HCCTS's use of the site shall continue to comply with all LFCC policies and regulations and/or practices applicable to the LFCC facilities. The HCCTS shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California Public Charter School. The HCCTS further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site (hereinafter referred to the "Site") and conducting HCCTS activities. The increase in monthly fee is associated with increased costs of providing security and janitorial services for both the day and evening classes.

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All other terms and conditions of the original MOU shall remain in full force.

To the HCCTS:

Murdock Smith, Gen. Mgr.
Ward Allen, Corporate President
Highlands Community Charter & Technical Schools
P.O. Box 38924
Sacramento, CA 95838
Fax: (916) 304-4723

To LFCC:

Rachel Rios – Executive Director
Phyllis Rodriguez – Office Manager
5523 34th Street
Sacramento, CA 95820-4725

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective date.

LA FAMILIA (LFCC)

By _____ **Date** 9-1-16

Rachel Rios

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS (HCCTS)

By _____ **Date** 9/1/16

Murdock Smith, General Manager

By _____ **Date** _____

Ward Allen, President

SCANNED
JAN 05 2016

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La Familia
and
Highlands Community Charter & Technical Schools

1/5/2016

Murdock Smith & Ward Allen

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Expired Agreememt

Training and Facilities Use Agreement
Between La Familia (LFCC) and Highlands
Community Charter and Technical Schools (HCCTS)
January 5, 2016

THIS AGREEMENT ("Agreement") is made on **January 5, 2016** (the "Effective Date"), by and between La Familia Counseling Center, Inc. (LFCC), a private non-profit community service organization; organized and existing under the laws of the State of California (hereinafter referred to as the "LFCC"), and Highlands Community Charter and Technical Schools (HCCTS), a California non-profit **public** adult-serving charter school HCCTS (hereinafter referred to as the "HCCTS").

I. RECITALS

WHEREAS, LFCC holds the master license of certain real property at 3301 37th Avenue – Sacramento, CA 95824-2418.

WHEREAS, LFCC and HCCTS desire to enter into this Agreement to document the arrangement between the parties regarding the HCCTS's providing services at LFCC's leased property (3301 – 37th Avenue Sacramento, CA 95824-2418) pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

SECTION 1

A. **Use of Facilities.** LFCC hereby agrees to let HCCTS, on the terms and conditions set forth herein, use of a specified room (identified in Attachment A) at the Maple Neighborhood site for a monthly rental fee for the purpose of operating Community Based Education (CBEd) programs which include: High School Diploma (for students over 18), English Language Development, Citizenship Preparation and Family Literacy curricula. (The HCCTS's use of the site shall comply with all LFCC policies and regulations and/or practices applicable to the LFCC facilities. The HCCTS agrees to give priority registration to the LFCC clients for all classes and training where possible. The HCCTS shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California Public Charter School. The HCCTS further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site (hereinafter referred to the "Site") and conducting HCCTS activities. HCCTS has viewed the proposed Site and has determined that it contains adequate facilities. Any request and approval for additional space will be reflected in an addendum to this agreement.

B. **License Fee and Deposit. .** LFCC and HCCTS, agree to the terms and conditions set forth herein, that HCCTS will have use of a specified room at the Maple Neighborhood site for a monthly rental fee of $750.00, inclusive of all utilities, taxes and fees. Such fees will be due

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each month and paid to LFCC no later than the tenth of each month or be subject to a late payment fee of $50 for each week of delinquency plus a 5% interest charge on the principal of the fee. HCCTS agrees to pay a deposit fee in the amount of $1,000 as a security deposit to be held by LFCC until the end of the term of this agreement. The security deposit will be refundable upon HCCTS meeting all other conditions of this agreement.

C. **Term.** The HCCTS's use of the Site is on a month to month basis and shall be reviewed annually, but shall be in effect until revoked by either party pursuant to Section 12. The facilities to be provided to the HCCTS during the Applicable Year shall be accessible to the Parties no later than January 15, 2016.

D. Joint-Use. The HCCTS acknowledges that its right to use the Site shall not interfere with LFCC's shared use of the Site, if any. LFCC's shared use of the Site, if any, shall not unreasonably interfere with the HCCTS's use of the Site. Upon the termination/expiration of this Agreement by its terms, the right to use and to occupy the Site and its facilities, and LFCC's equipment thereon, remain with LFCC.

E. Drill Notice. In the event that the HCCTS conducts a fire, earthquake or other emergency drill, the HCCTS shall provide LFCC with reasonable advance notice of the time and nature of the drill.

F. Furnishings and Equipment. The HCCTS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a HCCTS. In the alternative, the HCCTS may use LFCC furnishings and equipment that LFCC designates, if available. Upon completion of an initial inventory of equipment conducted by LFCC, the HCCTS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with HCCTS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

G. Acknowledgement of Suitability, Compliance and Waiver. By executing this Agreement, the HCCTS and LFCC agree to conduct an inspection of the Site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCC shall submit the appropriate work order requests to the Sacramento City Unified School District ("SCUSD") to take the necessary steps to make the space or facility safe or compliant.

SECTION 2. Maintenance and Operations.

A. General Maintenance and Repair: Subject to sub paragraph B, below, the ongoing operations and day to day maintenance of the Site and its facilities shall remain the responsibility of HCCTS who will provide its own janitorial service and/or janitorial staff.

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B. Major Maintenance and Emergency Repair. In the event that the HCCTS encounters emergency or major maintenance and repair situations, the HCCTS shall notify LFCC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCC property. LFCC reserves the right to implement a process for submission of maintenance/repair requests.

Section 3. Provision of Facilities. The facilities to be provided to the HCCTS during the Applicable Year shall be accessible to the Parties no later than January 15, 2016.

Section 4. Security System/Keys. The HCCTS shall be provided access by key or code to identified classroom space. The HCCTS recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol, which are currently accessed only by LFCC and the SCUSD.

Section 5. Condition of Property. The HCCTS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The HCCTS shall not be responsible for any conditions that existed prior to the HCCTS's occupancy of the Site, so long as such conditions are not exacerbated by the HCCTS's negligence or willful misconduct. LFCC provides the agreed upon space in "as is" condition. The HCCTS may inspect the building and class rooms prior to signing any agreement to use the facilities. Any modifications imposed by any governing agency, after the HCCTS has occupied the space, may only be made after LFCC's and SCUSD approval and may or may not be made by The HCCTS at their discretion, but will not be considered the responsibility of LFCC. The HCCTS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements approved by LFCC and SCUSD and made by the HCCTS. Should any approved modifications or improvements made by the HCCTS change or affect the character of any existing improvements, the HCCTS shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. The HCCTS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the portions of the Site as a result of the HCCTS's occupancy thereof, the HCCTS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of LFCC and any governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the HCCTS fails to take steps to clean the Site or otherwise fails to comply

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with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the HCCTS.

Section 6. Title to Property. The Parties acknowledge that title to the Site and all improvements will remain with LFCC or SCUSD at all times.

Section 7. Surrender of Premises. Upon the expiration of this Agreement, or any extension thereof, or termination of this Agreement, the HCCTS shall peaceably vacate the Site and any and all improvements located thereon and deliver up to LFCC in substantially the same condition as existing on the date of commencement of this Agreement, excepting reasonable wear and tear, damage by the elements, earthquake, flood, or public calamity excepted.

Section 8. Insurance. The HCCTS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability for any events arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. The HCCTS's insurance shall be primary unless the claim, injury, or loss is caused by the active negligence or intentional act of LFCC. HCCTS shall cause LFCC to be named as an as an additional insured on the policy. HCCTS will provide a certificate of insurance showing LFCC as an additional insured prior to occupancy, and on request, a copy of the policy.

Section 9. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LFCC, the HCCTS shall indemnify, hold harmless, and defend LFCC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against LFCC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the HCCTS's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors , invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the HCCTS in or about the Site; the HCCTS's obligation to defend LFCC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the HCCTS, LFCC shall indemnify, hold harmless, and defend the HCCTS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the HCCTS, its trustees, officers, employees and agents, that

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may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, LFCC' s use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the LFCC in or about the Site; LFCC's obligation to defend the HCCTS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 10. Placement of Signs. The HCCTS may not place, construct, or maintain any signs identifying the Site as the HCCTSs, or for any other purpose, without first obtaining LFCC approval. Any signs so placed at the Site will be at the HCCTS's sole expense and must first be approved by LFCC, which approval shall not be unreasonably withheld. The HCCTS shall not remove, block, obscure or deface any LFCC signs which are or may be posted on the premises. LFCC will in no way be financially responsible for the maintenance or upkeep of any signs placed at the Site by the HCCTS.

Section 11. Access and Inspection. The HCCTS shall permit LFCC, its agents, representatives or employees, to use the classroom during the hours the space is not in use by the HCCTS. Further the HCCTS shall permit LFCC to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCC's oversight obligations. LFCC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

Section 12. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the HCCTS for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to LFCC.

B. By LFCC for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to HCCTS.

C. By the HCCTS, upon mutual agreement between LFCC and the HCCTS, if the Site is so damaged, destroyed or otherwise impaired as to hinder the HCCTS's effective use of the premises for a HCCTS at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the HCCTS's effective use of the premises for a HCCTS, LFCC, will make a good faith effort to provide other LFCC facilities to HCCTS, if available, but shall have no obligation to provide substitute facilities to the HCCTS.

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D. By LFCC for a material failure by the HCCTS to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof from LFCC to the HCCTS; provided, however, that if the nature of the HCCTS's default is such that more than thirty (30) days are reasonably required for its cure, then the HCCTS shall not be deemed to be in default if the HCCTS commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

E. By LFCC in the event the HCCTS files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations.

F. By LFCC in the event either LFCC or the SCUSD terminates the Master License upon the effective date of said termination.

Section 13. Taxes. LFCC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LFCC located at the Site or used by the HCCTS.

Section 14. Surplus Collections. HCCTS agrees and understands that any fees, charges, or costs collected by HCCTS which are over and above defraying program and related development costs and are conducted at the Premises resulting in a surplus, may be subject to collection by the SCUSD. LFCC retains the right to take all reasonable measures necessary to ensure compliance with this section.

Section 15. Consent of SCUSD. SCUSD's written consent to this Agreement in accordance with the terms of Section 1.4 of the Master License is a condition subsequent to the validity of this Agreement. If LFCC has not obtained and delivered a copy of SCUSD's consent to HCCTS by the thirtieth (30th) day following the date of this Agreement, HCCTS shall thereafter have the ongoing right to terminate this Agreement. If LFCC delivers to HCCTS the consent of SCUSD before HCCTS provides written notice to LFCC that HCCTS elects to terminate this Agreement under the provisions of this Section 15, this condition subsequent shall be satisfied and this Agreement shall continue in full force and effect.

If HCCTS elects to terminate this Agreement, then the parties shall be released from any further obligations under this Agreement as of the date written notice is provided to LFCC. HCCTS shall be responsible for any prorated fees, and HCCTS shall return the Site to LFCC pursuant to the provisions of Section 7 of this Agreement.

Section 16. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

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To the HCCTS:

Murdock Smith, Gen. Mgr.
Highlands Community Charter & Technical Schools
P.O. Box 38924
Sacramento, CA 95838
Fax: (916) 304-4723

To LFCC:

Rachel Rios – Executive Director
Phyllis Rodriguez – Office Manager
5523 34th Street
Sacramento, CA 95820-4725

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 17. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 18. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 19. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written.

Section 20. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 21. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 23. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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Section 24. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 25. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 26. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 27. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile.

Section 28. Dispute Resolution. In the event of any dispute between the HCCTS and the LFCC regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCC Executive Director and the HCCTS's General Manager or President. The Executive Director and the General Manager or President shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Director and General Manager or President within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the state mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the LFCC shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective date.

/s/ LA FAMILIA (LFCC)

By Rachel Rios **Date** 1/22/16

Rachel Rios

/s/HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS (HCCTS)

By **Date** 1/26/16

Murdock Smith, General Manager

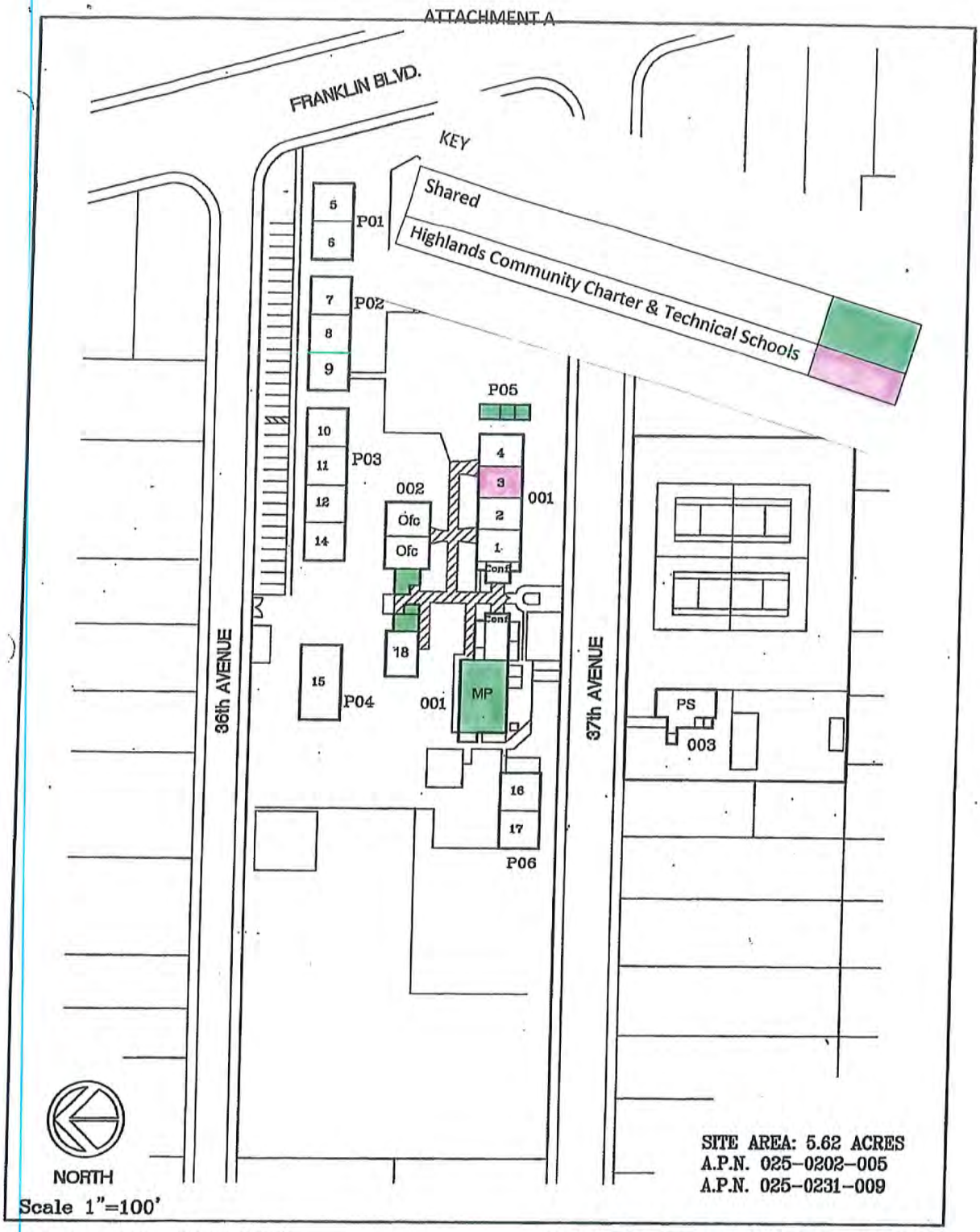

Maple Elementary School (223)
3301 – 37th Avenue
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM

OCTOBER 2001

010 - 3144 Palm Street, Building 826 (Inactive 08.15.25).pdf

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Accounts Payable Accounts Payable <ap@hccts.org>

3144 Palm Street Bldg 826 - Notice of Non-Renewal-30 Day Notice

1 message

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Jul 15, 2025 at 3:34 PM
To: Heather Bally <hbally@mcclellanpark.com>
Cc: HCCTS Finance Team <finance@hccts.org>

Hi,

This email is in reference to the Lease Agreement for 3144 Palm Street Bldg 826, McClellan, CA that was executed on March 20, 2024. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is August 15th, 2025.

Best regards,
Marques Reed

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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FIFTH AMENDMENT TO
McCLELLAN PARK STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

This Fifth Amendment to McClellan Park Standard Form Modified Gross Lease Agreement ("**Fifth Amendment**"), dated for reference purposes as March 5, 2024, is entered into between **McCLELLAN REALTY, LLC**, a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school ("**Tenant**"). In the event of any inconsistencies between the terms of this Fifth Amendment and the terms of the Lease (defined below), the terms and conditions of this Fifth Amendment shall govern and control.

Recitals

A. Landlord's predecessor-in-interest and Tenant have entered into that certain McClellan Park Standard Form Modified Gross Lease Agreement, dated April 3, 2018, as amended by that First Amendment, dated September 20, 2018, as amended by that Second Amendment, dated February 26, 2019, as amended by that Third Amendment, dated March 24, 2021, as amended by that Fourth Amendment, dated October 27, 2021 (collectively, "**Lease**"), for the lease of the "**Premises**" consisting of approximately three thousand two hundred (3,200) rentable square feet of space located in Building 826, at 3144 Palm Street, McClellan, California 95652, which is more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this Fifth Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Fifth Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This Fifth Amendment shall be effective as of the date upon which the last party hereto executes this Fifth Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of three (3) months ("**Extended Term**"), commencing on April 1, 2024 ("**Extended Term Commencement Date**"), and expiring on June 30, 2024.

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term shall be $3,040.00 per month.

5. Ratification. Except as modified by this Fifth Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

6. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this Fifth Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this Fifth Amendment has

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been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this Fifth Amendment.

7. Counterparts. This Fifth Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date set forth below.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By: DocuSigned by: Frank Myers 768341B02983412...

Name: Frank Myers

Title: Chief Operating Officer

Date: 3/20/2024 | 1:43 EDT

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By:

Name: Murdock Smith

Title: Ex Dir

Date: 3/5/24

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FOURTH AMENDMENT TO
McCLELLAN PARK STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

This Fourth Amendment to McClellan Park Standard Form Modified Gross Lease Agreement ("**Fourth Amendment**"), dated for reference purposes as October 27, 2021, is entered into between **McCLELLAN REALTY, LLC**, a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school ("**Tenant**"). In the event of any inconsistencies between the terms of this Fourth Amendment and the terms of the Lease (defined below), the terms and conditions of this Fourth Amendment shall govern and control.

Recitals

A. Landlord's predecessor-in-interest and Tenant have entered into that certain McClellan Park Standard Form Modified Gross Lease Agreement, dated April 3, 2018, as amended by that First Amendment, dated September 20, 2018, as amended by that Second Amendment, dated February 26, 2019, as amended by that Third Amendment, dated March 24, 2021 (collectively, "**Lease**"), for the lease of the "**Premises**" consisting of approximately three thousand two hundred (3,200) rentable square feet of space located in Building 826, at 3144 Palm Street, McClellan, California 95652, which is more particularly described in the Lease (for the purpose of this Fourth Amendment, the Premises is also the "**Original Premises**").

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this Fourth Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Fourth Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This Fourth Amendment shall be effective as of the date upon which the last party hereto executes this Fourth Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of two (2) years ("**Extended Term**"), commencing on April 1, 2022 ("**Extended Term Commencement Date**"), and expiring on March 31, 2024.

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term, which is due and payable concurrent with and in addition to payments of Base Rent for the Original Premises, is the following:

A. $2,880.00 per month for months 1 through 12 of the Extended Term.

B. $3,040.00 per month for months 13 through 24 of the Extended Term.

5. HVAC. In accordance with Section 10 of the Lease, Landlord shall maintain, repair and keep the HVAC in the operation of the Building in a good operation condition, excepting repairs required

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due to the negligence or intentional acts of Tenant, its employees, invitees or representatives which shall be repaired by Tenant.

6. Ratification. Except as modified by this Fourth Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

7. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this Fourth Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this Fourth Amendment has been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this Fourth Amendment.

8. Counterparts. This Fourth Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date set forth below.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By: DocuSigned by: 3E385EBFE6C241B...

Name: Frank Myers

Title: Chief Operating Officer

Date: 11/9/2021 | 2:10 PST

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: DocuSigned by: Murdock Smith E65F74F20BF3462...

Name: Murdock Smith

Title: Executive director

Date: 11/4/2021 | 2:28 PDT

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THIRD AMENDMENT TO
McCLELLAN PARK STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

This Third Amendment to McClellan Park Standard Form Modified Gross Lease Agreement ("**Third Amendment**"), dated for reference purposes as March 24, 2021, is entered into between **McCLELLAN REALTY, LLC,** a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school ("**Tenant**"). In the event of any inconsistencies between the terms of this Third Amendment and the terms of the Lease (defined below), the terms and conditions of this Third Amendment shall govern and control.

Recitals

A. Landlord's predecessor-in-interest and Tenant have entered into that certain McClellan Park Standard Form Modified Gross Lease Agreement, dated April 3, 2018, as amended by that First Amendment, dated September 20, 2018, as amended by that Second Amendment, dated February 26, 2019 (collectively, "**Lease**"), for the lease of the "**Premises**" consisting of approximately 3,200 rentable square feet of space located at 3144 Palm Street, Building 826, McClellan, California 95652, which is more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this Third Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Third Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This Third Amendment shall be effective as of the date upon which the last party hereto executes this Third Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of one (1) year ("**Extended Term**"), commencing on April 1, 2021 ("**Extended Term Commencement Date**"), and expiring on March 31, 2022.

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term shall be $2,720.00 per month.

5. Ratification. Except as modified by this Third Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

6. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this Third Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this Third Amendment has

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been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this Third Amendment.

7. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date set forth below.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By: DocuSigned by: Frank L. Myers 3E385EBFE6C241B...
Frank Myers, Chief Operating Officer

Date: 3/27/2021 | 8:24 PDT

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: DocuSigned by: Murdock Smith E65F74F20BF3462...

Name: Murdock Smith

Title: Executive director

Date: 3/27/2021 | 5:02 PDT

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SECOND AMENDMENT TO
McCLELLAN PARK STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

This Second Amendment to McClellan Park Standard Form Modified Gross Lease Agreement (**"Second Amendment"**), dated for reference purposes as February 26, 2019, is entered into between **MP HOLDINGS, LLC,** a California limited liability company (**"Landlord"**), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school (**"Tenant"**). In the event of any inconsistencies between the terms of this Second Amendment and the terms of the Lease (defined below), the terms and conditions of this Second Amendment shall govern and control.

Recitals

A. Landlord and Tenant have entered into that certain McClellan Park Standard Form Modified Gross Lease Agreement, dated April 3, 2018, as amended by that First Amendment, dated September 20, 2018 (collectively, **"Lease"**), for the lease of the **"Premises"** located at 3144 Palm Street, Building 826, McClellan, California 95652, which is more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This Second Amendment shall be effective as of the date upon which the last party hereto executes this Second Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of two (2) years and two (2) months, commencing on February 1, 2019 ("**Extended Term Commencement Date**"), and expiring on March 31, 2021 ("**Extended Term**").

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term is the following:

A. $2,240.00 per month for the period February 1, 2019 through March 31, 2019.

B. $2,400.00 per month for the period April 1, 2019 through March 31, 2020.

C. $2,560.00 per month for the period April 1, 2020 through March 31, 2021.

5. Ratification. Except as modified by this Second Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

6. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this Second Amendment on behalf of the party for

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whom they are a signatory, (ii) the execution, delivery and performance of this Second Amendment has been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this Second Amendment.

7. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date set forth below.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: MP Holdings Owner, LLC, a Delaware limited liability company, sole member

By: McClellan Business Park LLC, a Delaware limited liability company, sole member

By: _____
Larry D. Kelley, President

Date: 2/28/19

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: Highlands Community Charter School, a California public charter school

Name: Murdock Smith

Title: Executive Director

By: _____
Murdock Smith

Date: 2/27/19

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McCLELLAN PARK

September 28, 2018

UNITED PARCEL SERVICE

Murdock Smith
Highlands Community Charter School
1333 Grand Avenue
Sacramento, CA 95838

Re: Modified Gross Lease Agreement, dated April 3, 2018, between MP Holdings, LLC, as "Landlord," and Highlands Community Charter School, as "Tenant;" 3144 Palm Street, Building 826, McClellan Park, McClellan, California ("Lease")

Dear Mr. Smith:

Enclosed for your records is a fully executed duplicate original of the First Amendment to the above-referenced Lease, which extends the term of your Lease to January 31, 2019.

If you should have any questions with respect to this matter, please feel free to contact me.

Sincerely,

Athena Zucco

Athena Zucco
Paralegal to Jay Heckenlively
Executive Vice President and General Counsel

/acz

Enclosures (3)
cc: Kenneth A. Giannotti (w/enclosure)
John Knauer (w/enclosure)
Wanda Thompson (w/enclosure)
Adam Schwarz (w/enclosure)

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DUPLICATE ORIGINAL

FIRST AMENDMENT TO
McCLELLAN PARK STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

This First Amendment to McClellan Park Standard Form Modified Gross Lease Agreement (**"First Amendment"**), dated for reference purposes as September 20, 2018, is entered into between **MP HOLDINGS, LLC,** a California limited liability company (**"Landlord"**), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school (**"Tenant"**). In the event of any inconsistencies between the terms of this First Amendment and the terms of the Lease (defined below), the terms and conditions of this First Amendment shall govern and control.

Recitals

A. Landlord and Tenant have entered into that certain McClellan Park Standard Form Modified Gross Lease Agreement, dated April 3, 2018 (**"Lease"**), for the lease of the **"Premises"**, which is more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This First Amendment shall be effective as of the date upon which the last party hereto executes this First Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of four (4) months, commencing on October 1, 2018 ("**Extended Term Commencement Date**"), and expiring on January 31, 2019 ("**Extended Term**").

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term shall be $2,240.00 per month.

5. Ratification. Except as modified by this First Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

6. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this First Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this First Amendment has been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this First Amendment.

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7. Counterparts. This First Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth below.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: MP Holdings Owner, LLC, a Delaware limited liability company, sole member

By: McClellan Business Park LLC, a Delaware limited liability company, sole member

By: _____
Larry D. Kelley, President

Date: 9/27/18

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: _____

Name: Murdock Smith

Title: Executive Director

Date: 9/25/18

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McClellan Park
CALIFORNIA'S UNIQUE CORPORATE COMMUNITY

April 5, 2018

VIA UPS OVERNIGHT
Murdock Smith
Highlands Community Charter School
1333 Grand Avenue
Sacramento, CA 95838

Re: Modified Gross Lease Agreement dated April 3, 2018, between MP Holdings, LLC, as "Landlord" and Highlands Community Charter School, as "Tenant," 3144 Palm Street, Building 826, McClellan, CA 95652 ("Lease")

Dear Mr. Smith:

Enclosed for your records is a fully signed duplicate original of the above mentioned Lease. Also enclosed are (1) the Environmental Questionnaire (Exhibit D-2 of the Lease); (2) the Air Force Notification Request (Exhibit D-4 of the Lease; and (3) the Sewer Use Questionnaire (Exhibit D-5 of the Lease). Please complete the enclosed questionnaires and return them to my attention. If you should have any questions with respect to this matter, please feel free to contact me.

Sincerely,

Athena Zucco

Athena Zucco
Paralegal to Jay Heckenlively
Executive Vice President and General Counsel

/az
Enclosures (4)

1003.956.22965

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DUPLICATE
ORIGINAL

MODIFIED GROSS LEASE AGREEMENT

By and Between

MP HOLDINGS, LLC,

a California limited liability company

and

HIGHLANDS COMMUNITY CHARTER SCHOOL,

a California public charter school

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DUPLICATE ORIGINAL

McCLELLAN PARK
STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

THIS STANDARD FORM MODIFIED GROSS LEASE AGREEMENT (OFFICE) (**"Lease"**), dated for reference purposes only as April 3, 2018 (**"Lease Date"**), is made by and between **MP HOLDINGS, LLC**, a California limited liability company (**"Landlord"**), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school (**"Tenant"**).

Witnesseth

1. Premises

1.1 Property. Landlord has the right to lease certain improved real property located within McClellan Park (**"McClellan"** or **"Property"**), McClellan, California (**"State"**), which is more particularly described in Exhibit A-1 attached hereto.

1.2 Premises. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations contained herein, to be paid, kept and performed by Tenant, leases and rents to Tenant, and Tenant hereby leases and takes from Landlord upon the terms and conditions contained herein, approximately three thousand two hundred (3,200) rentable square feet of space located within Building 826, 3144 Palm Street, McClellan, California 95652 (the **"Premises"**). The Premises is described in Exhibit A-2, and the building (**"Building"**) in which the Premises is located is described in Exhibit A-3 attached hereto. The measurements set forth in this Section 1.2 are binding and conclusive upon the parties.

1.3 Parking Areas. In addition to the Premises, subject to the Rules and Regulations, Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Property/McClellan and all such other persons to whom Landlord has previously granted, or may hereinafter grant, rights of usage, shall have the non-exclusive right to use, for parking purposes, the parking area (**"Parking Area"**) identified in Exhibit A-4 attached hereto, for up to a maximum of twelve (12) parking spaces, as such may be adjusted from time to time by Landlord.

2. Term.

2.1 Term. The term of the Lease shall be for six (6) months beginning on the Commencement Date (the **"Term"**), unless extended or sooner terminated pursuant to the terms of this Lease.

2.2 Commencement Date.

A. The term **"Commencement Date"** as used herein shall mean April 1, 2018 (**"Anticipated Commencement Date"**).

B. Within thirty (30) days after the Commencement Date, Landlord and Tenant shall execute a certification (**"Declaration of Lease Commencement"**) setting forth the Commencement Date and the expiration date of the term of the Lease, which shall be in the form attached hereto as Exhibit C. For the purpose of this Lease, **"Force Majeure Event"** shall mean any delays beyond the reasonable control of Landlord, such as acts of God, fire, earthquake, acts of a public enemy, riot, insurrection, unavailability of materials, governmental restrictions on the sale of materials or supplies or on the transportation of such materials or supplies, strike directly affecting construction or transportation of materials or supplies, shortages of materials or labor resulting from government controls, weather conditions, unavailability of possession of the Premises due to governmental action or inaction, or any other cause or events beyond the reasonable control of Landlord. If Landlord is unable to deliver possession of the Premises by the Anticipated Commencement Date, plus any extension due to a Force Majeure Event(s), this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, and the expiration date of the term of this Lease shall be extended for such delay; but in such event,

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Tenant shall not be liable for any rent until the Commencement Date; provided, however if such delays were caused or attributable to the Tenant, rent shall commence as of the scheduled Commencement Date.

3. Base Rent

3.1 Base Rent. Rent shall be due and payable in lawful money of the United States in advance on the first day of each month after the Commencement Date. Rent for any period during the Term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Tenant shall pay the first full month's Base Rent and any other charges upon execution of this Lease. Tenant shall pay to Landlord as base rent (**"Base Rent"**) for the Premises, without notice or demand and without abatement, deduction, offset or set off, the following sums:

A. $2,240.00 per month for months 1 through 6 following the Commencement Date.

3.2 Place of Payment. All payments under this Lease to be made by Tenant to Landlord shall be made payable to, and mailed or personally delivered to Landlord at the following address or such other address(es) of which Landlord may notify Tenant from time to time: MP Holdings, LLC, Post Office Box 1419, North Highlands, California 95660-1419.

3.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is past due, then, in addition to all other remedies provided herein, Tenant shall pay to Landlord a late charge equal to the greater of (i) ten percent (10%) of such overdue amount (but in no event greater than the maximum amount permitted by Law), or (ii) a service charge equal to the sum of $50.00 plus, in either event, $10.00 per day for each day after the due date for which Tenant's failure to pay continues and all attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant, and that it does not constitute a forfeiture or penalty. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Upon the assessment of a late charge, Landlord may require that all future payments of rent be made by cashier's check. Landlord may, at its option, include all late charges accrued during any calendar year in the estimated charges to be paid by Tenant for the ensuing year, and may deduct all late charges from the Security Deposit.

4. Security Deposit. Upon execution of this Lease, Tenant shall pay to Landlord a security deposit for the faithful performance of Tenant's obligations under this Lease in the amount of two thousand two hundred forty and No/100ths Dollars ($2,240.00) (the **"Security Deposit"**). Within ten (10) days of any increase in the Base Rent hereunder, Tenant shall pay to Landlord an amount necessary to increase the Security Deposit held by Landlord to the amount of the then current monthly Base Rent. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults under this Lease, Landlord may use, apply or retain all or a portion of the Security Deposit to compensate Landlord for the amount due by Tenant (including reasonable attorneys fees) under this Lease. If Landlord uses or otherwise applies all or any portion of the Security Deposit, Tenant shall restore such Security Deposit within ten (10) days of notice from Landlord. The Security Deposit shall be non-interest bearing and Landlord shall be entitled to retain such funds in its general accounts. The balance of the Security Deposit not applied or used by Landlord as permitted in this Paragraph shall be refunded to Tenant thirty (30) days after the later of (i) expiration or other termination of this Lease, and (ii) Tenant has vacated the Premises. Tenant hereby waives any rights or benefits that may be available to Tenant by reason of California Civil Code Section 1950.7.

5. [Intentionally Deleted]

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6. Compliance with Law. Tenant shall not do anything or suffer anything to be done in or about the Premises or the Property which will in any way conflict with any federal and state law, statute ordinance, or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively, "**Laws**"). At its sole cost and expense, Tenant, at its cost, shall promptly comply with all such Laws which relate to (i) Premises and Tenant's use thereof, (ii) the Alterations or other work done by Tenant in or about the Premises, or (iii) the Premises and Building to the extent such obligations are triggered by Tenant's Alterations or other work done by Tenant in or about the Premises, or use of the Premises by Tenant. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local government body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, which is related to Tenant's use and occupancy of the Premises, Tenant shall, at its sole cost and expense, comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

7. Permitted Uses / Security.

7.1 Permitted Use. Tenant shall use and occupy the Premises throughout the Term of the Lease for office and classroom space for English language development classes for students over the age of 18 [*use for school purposes subject to confirmation by County of Sacramento and DTSC*] (**"Permitted Use"**), and for no other purpose. No use shall be made or permitted to be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering the Building, or any part thereof, nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by insurance policies maintained by Landlord. Tenant shall also specifically not permit any objectionable odor to escape or be emitted from the Premises and shall insure sanitation and freedom from odor, smell and infestation from rodents or insects. Tenant, at its expense, shall provide (and enclose if required by codes or Landlord) a dumpster or dumpsters for Tenant's trash in a location and manner approved by Landlord, and shall cause its trash to be removed at intervals reasonably satisfactory to Landlord. In connection therewith, Tenant shall keep the dumpster(s) clean and insect, rodent and odor free.

7.2 Security. During the Term, as an amenity to the various business operations within McClellan, the master association of McClellan, as established by the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for McClellan Park, recorded in the Official Records of Sacramento County in Book 20060512, at Page 1368, on May 12, 2006, as amended ("**Master CC&Rs**"), shall maintain a security service to conduct random security services of designated areas within McClellan, which services are anticipated to include roving patrols in security cars and limited video surveillance (such systems may not apply to the Premises); provided that Tenant acknowledges and agrees that such service cannot be relied on to provide any specific security to Tenant's business operations or stored inventory at the Premises. Tenant acknowledges and agrees that it shall be solely responsible for providing adequate security for its Premises, automobiles, trucks and containers, and its use of the Premises. Any security implemented by Tenant shall not interfere with the security which may be provided under the Master CC&Rs. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant, its agents, employees, contractors, visitors or invitees, for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from Tenant's storage materials at the Premises, equipment used in connection therewith, or from persons gaining access to the Premises or any part of the Property, and Tenant hereby releases Landlord and its agents and employees from all liabilities for such losses, damages or injury, regardless of the cause thereof.

8. Environmental Compliance.

8.1 Definitions. The definition of "**Hazardous Materials**" and "**Hazardous Materials Laws**" are set forth on Exhibit D-1.

8.2 Compliance with Hazardous Materials Laws. Tenant hereby agrees that Tenant and Tenant's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants,

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concessionaires, invitees and any other occupants of the Premises (for purposes of this Section 8, referred to collectively herein as **"Tenant Representatives"**) shall (i) not cause or permit any Hazardous Materials in violation of Hazardous Materials Laws to be used on or about the Premises or Property, (ii) use only the Hazardous Materials identified in the Environmental Questionnaire, and (iii) comply with all Hazardous Materials Laws applicable to its Permitted Use. Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises or the Property. Tenant is and shall be deemed to be the "operator" "in charge" of Tenant's "facility" and the "owner," as such terms are used in the Hazardous Materials Laws, of all Hazardous Materials and any wastes generated by Tenant or Tenant Representatives. Tenant shall be designated as the "generator," as such terms are used in the Hazardous Materials Laws, on all manifests relating to such Hazardous Materials or wastes generated by Tenant or Tenant Representatives.

8.3 Remediation of Tenant's Contamination. If the acts or omissions of Tenant or the Tenant's Representatives cause a release of Hazardous Materials at, on or under the Premises or areas adjacent thereto (**"Tenant's Contamination"**), then Tenant, at Tenant's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Premises or the groundwater underlying the Premises to the extent required to comply with applicable Hazardous Materials Laws. Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first obtaining the prior written consent of Landlord, which may be subject to conditions imposed by Landlord as determined in Landlord's sole discretion. Tenant shall promptly deliver to Landlord, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant's Contamination.

8.4 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, **"Notifying Party"**) shall immediately notify the other party (for purposes of this Section, **"Notice Recipient"**) in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters; and (iv) any spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Property, or any portion thereof. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

8.5 Environmental Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (i) any Tenant's Contamination, or (ii) Tenant's failure to comply with any Hazardous Materials Laws applicable to it Permitted Use and with respect to the Premises. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.6 Environmental Indemnification by Landlord. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant, and each of Tenant's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions

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(including, without limitation, remedial and enforcement actions of any kind and claims for bodily injury or property damage, administrative or judicial proceedings, and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by the presence or release of Hazardous Materials on, in or under, or emanating from the Premises caused (i) by Landlord, or (ii) by any previous tenants within the Premises that have entered into lease documentation with Landlord. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.7 Air Force Environmental Obligation. Notwithstanding any other provision of this Lease to the contrary, which includes, but is not limited to, Sections 8.5 and 8.6, the parties acknowledge and agree that nothing in this Lease is intended to diminish, alter or negate the obligations of the Air Force concerning the existence of Hazardous Materials at McClellan, which includes, but is not limited to, the FFA, the EDC Lease, and the Air Force's obligations under applicable Federal or State laws, statutes, ordinances, regulations or other legal and/or equitable obligations (collectively, "**Air Force Environmental Obligation**"), and Tenant's and Landlord's indemnification obligations set forth in Section 8.5 and 8.6 shall not apply to any occurrence or event that is subject to the Air Force Environmental Obligation. The parties agree to reasonable cooperate with each other with regard to the pursuit of any claim against the Air Force.

8.8 Environmental Questionnaire. Prior to execution of this Lease, Tenant shall complete, execute, and deliver to Landlord an Environmental Questionnaire Disclosure Statement (the **"Environmental Questionnaire"**), in a form of Exhibit D-2 attached hereto. For a period of fifteen (15) days following Landlord's receipt of the Environmental Questionnaire, Landlord shall have the right to approve or disapprove such document. Tenant acknowledges that, in conjunction with Landlord's review of the Environmental Questionnaire, Landlord may require Tenant to comply with a **"Hazardous Materials Handling Plan,"** the approval of which by Landlord and Tenant is a condition precedent to each party's obligations hereunder (Tenant shall be responsible for the preparation of the draft Hazardous Materials Handling Plan). Tenant shall confirm that the information set for on the Environmental Questionnaire is accurate (or note modifications which will be subject to Landlord's approval under this Section) on an annual basis within ten (10) business days following Landlord's request for such confirmation. If, in conjunction with Tenant's Permitted Use, Tenant must commence the utilization of previously undisclosed Hazardous Materials, prior to the usage thereof, Tenant shall notify Landlord thereof, by written summary determining the scope of such usage and updating the Hazardous Materials Handling Plan to the extent required by such additional usage which notice shall specify: [Landlord's failure to respond within fifteen (15) days following receipt of this notice shall be deemed approval of this notice]. For a period of fifteen (15) days following Landlord's receipt of such notice, Landlord shall have the right to approve or disapprove of such documents which approval shall not be unreasonably withheld (provided such usage is consistent with Hazardous Materials Laws within such time period shall be deemed Landlord's disapproval thereof.

8.9 Waiver. Tenant, for itself and Tenant Representatives, hereby waives, releases and forever discharges Landlord, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the Lease Date or thereafter, which Tenant has or may have in the future, arising out of or relating to (i) the information provided in the Environmental Information, (ii) the failure of the Air Force to comply with the Air Force Environmental Obligation, or (iii) excepting Landlord's obligation under Section 10 of this Lease, the physical, economic condition, suitability of the Premises and/or Property for Tenant's Permitted Use and, excepting Landlord's obligation under Section 8.6 of this Lease, the environmental condition of the Premises and/or Property. Excepting Landlord's compliance with its obligation under this Lease, concerning the forgoing matters, Tenant hereby specifically waives the provisions of Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Landlord

Tenant

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8.10 Environmental Information. Tenant acknowledges receipt of the information attached hereto as Exhibit D-3 (collectively, "**Environmental Information**"). Such disclosures are not intended to be inclusive of all Hazardous Materials which were present at McClellan and each party hereto acknowledges that additional Hazardous Materials not set forth in such exhibit may have been or remain present at McClellan; provided, however, such disclosure shall not affect, in any manner, the obligation of the Air Force under applicable Law.

8.11 Landlord Entry. Landlord shall have the right to inspect the Premises for Hazardous Materials and compliance with the provisions of this Section 8 at all reasonable times upon reasonable advance oral or written notice to Tenant (except in the event of an emergency).

8.12 Air Force Entry. Tenant acknowledges that the Secretary of the Air Force, acting on behalf of the United States of America (**"Air Force"**), its agents, employees, contractors and subcontractors, has reserved the right to ingress, egress and access to the Premises, or portion thereof, to comply with its obligations under the Federal Facilities Agreement, entered into by U.S. EPA, Region IX, the State of California, and the Air Force, effective July 1989 (**"FFA"**), the McClellan Air Force Base Installation Restoration Program or in accordance with other hazardous waste remediation activities, whether imposed by law or regulatory agencies, and to perform various tasks, repairs, maintenance and obligations required during the Term. Tenant acknowledges that some or all of these actions may interfere with Tenant's quiet use and enjoyment of the Premises, and that such entrance may disrupt, interfere, and/or adversely affect Tenant's Building operations, including the Permitted Use, for the duration of such entrance; provided that Landlord shall use its good faith efforts to schedule such entrance in the least intrusive manner possible; provided, however, Landlord has no legal right to cause the Air Force to comply. Such entrance shall not constitute an actual or construction eviction and will not cause any form of liability, offset, abatement and/or claim against Landlord and/or the Air Force. To provide prior notice to Tenant for the required entrance by the Air Force, prior to the Commencement Date, Tenant shall complete the information set forth in Exhibit D-4, which information the Air Force may rely upon in providing such notice. If such information requires revision during the Term, Tenant shall notify, in writing, Landlord in accordance with Section 27 of this Lease.

8.13 Preexisting Hazardous Materials. IN NO EVENT SHALL TENANT BE RESPONSIBLE, IN ANY MANNER, FOR THE CLEANUP OF ANY HAZARDOUS MATERIALS (I) DESCRIBED IN THE ENVIRONMENTAL INFORMATION, OR (II) PRESENT AT THE PREMISES AS OF THE COMMENCEMENT DATE, EXCEPT TO THE EXTENT TENANT HAS CAUSED A TENANT'S CONTAMINATION OR REMEDIATION IS REQUIRED DUE TO AN ALTERATION.

8.14 Sewer Use Questionnaire. On or before December 31 of each calendar year, Tenant shall deliver to Landlord an updated "**Sewer Use Questionnaire**" in the form of Exhibit D-5 attached hereto.

8.15 Asbestos Notification for Commercial Property Constructed Before 1979. Tenant acknowledges that Landlord has advised Tenant the Building, because of its age, may contain asbestos-containing materials (**"ACMs"**). If Tenant undertakes an Alteration, Tenant shall, in addition to complying with the requirements of Article 13, undertake the Alterations in a manner that avoids disturbing any ACMs present in the Building. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Hazardous Materials Laws, including giving all notices required by Health and Safety Code Sections 25915-25919.7, as amended.

8.16 Exclusivity. The allocations of responsibility between, obligations and liabilities undertaken by, and indemnifications given by Landlord and Tenant under this Section 8, shall be the exclusive provisions under this Lease, applicable to the subject matter treated in this Section 8, and any other conflicting or inconsistent provisions contained in this Lease shall not apply with respect to the subject matter. Tenant and Landlord have been informed that certain California judicial decisions have held that, notwithstanding the specific language of a lease, courts may impose the responsibility for complying with legal requirements and for performing improvements, maintenance and repairs on a landlord or tenant based on the court's assessment of the parties' intent in light of certain equitable factors. Tenant and Landlord have each been advised by their respective legal counsel

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about the provisions of this Lease allocating responsibility for compliance with laws and for performing improvements, maintenance and repairs between Tenant and Landlord. Tenant and Landlord expressly agree that the allocation of responsibility for compliance with laws and for performing improvements, maintenance and repairs set forth in this Lease represents Tenant's and Landlord's intent with respect to this issue.

8.17 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 8 shall survive the expiration or earlier termination of this Lease.

9. Utilities/Services. In addition to rent, Tenant shall pay all costs and charges, including all initial utility deposits and fees, for electricity, janitorial, gas, telephone, pest control, alarm service, and any other services furnished to the Premises and the improvements on the Premises during the entire Term of this Lease (**"Utilities/Services"**) (water and sewer are paid by Landlord). Except as may be provided in the Work Letter Agreement, or as otherwise determined by Landlord, Landlord shall cause the electrical service to be separately metered or billed to the Premises. If any Utilities/Services are not (i) separately metered or (ii) billed to Tenant for the Premises but rather are billed to Landlord, Tenant shall pay to Landlord its pro rata share of the cost of the Utilities/Services, as reasonably determined by Landlord, and such payment shall be due within fifteen (15) days of Tenant's receipt of invoice from Landlord. Landlord may elect to place any Utilities/Services in Tenant's name, in which case Tenant shall execute all necessary documentation to complete such transaction. Landlord shall not be liable for any reason for any loss or damage resulting from an interruption of any of the Utilities/Services. Landlord may designate the provider of Utilities/Services and in such event Tenant shall use such designated provider; provided that Tenant shall have no claim, of any type, for any failure of such provider to provide such service, and Tenant's remedy, if any, shall be limited to such provider. Tenant's payment obligation for Utilities/Services are separate and distinct from its payment obligations under Article 5 of this Lease.

10. Repairs by Landlord. Landlord shall maintain, repair and keep all exterior and demising walls, load bearing elements, foundations, roof, and common areas that form a part of the Building and Building standard mechanical, electrical, HVAC and plumbing systems, core restrooms, stairwells, mechanical and janitorial closets, and pipes and conduits that are provided by Landlord in the operation of the Building in a good operation condition, excepting repairs required due to the negligence or intentional acts of Tenant, its employees, invitees or representatives which shall be repaired by Tenant. Tenant shall promptly report in writing to Landlord any defective condition known to Tenant to be defective which Landlord is required to repair and failure to so report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions. Landlord shall be required to commence such repairs within a reasonable period of time from receipt of Tenant's notice.

11. Repairs by Tenant. Tenant accepts the Premises in its present "As-Is," "Where Is" condition (except for the Tenant Improvements which are the responsibility of Landlord, if any), and specifically acknowledges that the Premises is suited for the uses intended by Tenant. Landlord shall not be liable for any latent or patent defects in the Premises, excepting Tenant Improvements constructed by Landlord, if any, pursuant to the Work Letter Agreement. Tenant acknowledges that Landlord has made no representation or warranty concerning the condition and state of repair of the Premises to the extent not constructed by Landlord. Tenant shall at its own cost and expense keep and maintain the Premises in good order and repair, promptly making all necessary repairs and replacements, including, but not limited to, all equipment and facilities and components thereof within the Premises, fixtures, walls (interior), finish work, ceilings, floors, lighting fixtures, bulbs and ballasts, utility connections and facilities within the Premises, windows, glass, doors, and plate glass, downspouts, gutters, air conditioning and heating systems, truck doors, dock levelers, bumpers, seals and enclosures, plumbing, electrical, termite and pest extermination, and damage to common areas caused by Tenant, excluding only those repairs expressly required to be made by Landlord hereunder. Any and all construction, maintenance and/or repairs to be done by Tenant, its agents, employees, contractors and/or subcontractors pursuant to this Section which would be deemed an Alteration (as hereinafter defined), as reasonably determined by Landlord, shall comply with the requirements of Section 13 of this Lease. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, normal wear and tear and fire and other casualty excepted.

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12. Ad Valorem Taxes. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property shall be assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property with supporting documentation.

13. Alteration of Premises. Tenant shall not make or suffer to be made any alterations, additions, or improvements (collectively, **"Alterations"**) to or of the Premises, or any part thereof, without first obtaining the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion.

14. Insurance

14.1 Landlord's Insurance. Landlord shall maintain in full force and effect throughout the Term of this Lease general comprehensive liability insurance for the Building and general fire and extended coverage insurance on special form or such other broader coverage as may from time to time be customary on the Building in such amounts determined by Landlord.

14.2 Tenant's Insurance. Tenant agrees to take out and keep in force during the Term, without expense to Landlord, the policies of insurance as set forth below.

(A) Commercial general liability insurance, in the name of Tenant, insuring against any liability for injury to or death of persons resulting from any occurrence in or about the Buildings and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than $3,000,000.00 aggregate, $1,000,000.00 per occurrence. The amounts of such insurance required hereunder shall be adjusted from time to time as requested by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable premises and buildings in the general geographical area of the Premises. In addition, such policy of insurance shall include the ordinary and usual coverage for any additional liability as coverage for any potential liability arising out of or because of any construction, work of repair or alterations done on or about the Premises by or under the control or direction of Tenant;

(B) Causes of Loss – Special Form property insurance, in an amount not less than one hundred percent (100%) of replacement cost covering all tenant improvements and alterations permitted under this Lease, floor and wall coverings, and Tenant's office furniture, business and personal trade fixtures, equipment, furniture system and other personal property from time to time situated in the Premises. Such property insurance shall include a replacement cost endorsement, providing protection against any peril included within the classification fire and extended coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in a "cause of loss-special form" standard insurance policy. The proceeds of such insurance shall be used for the repair and replacement of the property so insured, except that if not so applied or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant;

(C) Workers compensation insurance as required by law and employer liability insurance with limits of not less than $1,000,000.00;

(D) Comprehensive automobile liability insurance with limits of not less than $1,000,000.00 combined bodily injury and property damage per occurrence; and

(E) Environmental Impairment Liability insurance with limits of not less than $1,000,000.00 or such other larger limits as may be reasonably required by Landlord, taking into consideration the extent and nature of Tenant's activities.

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14.3 Certificates of Insurance. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies which are rated by Best Insurance Reports as A:XV or better and licensed or authorized to do business in the State of California. Each policy shall name (1) McClellan Business Park, LLC; (2) MP Holdings, LLC; (3) the County of Sacramento; and (4) the United States Air Force, and any other party designated by Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a separation of insureds condition, and (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance for Landlord's interest only. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is given possession of the Premises, and thereafter, within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable, materially changed or reduced in coverage except after thirty (30) days' written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums and a twenty-five (25%) percent administrative charge, which shall be payable upon demand.

14.4 Waiver of Subrogation. To the extent of any and all insurance maintained, or required to be maintained, by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carriers any right of subrogation that may exist or arise as against the other party to this Lease. Landlord and Tenant shall cause the insurance companies issuing their insurance policies with respect to the Premises to waive any subrogation rights that the companies may have against Tenant and Landlord, respectively.

15. Indemnity.

15.1 Definitions. **"Tenant Parties"** shall mean, singularly and collectively, Tenant and Tenant's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as all persons and entities claiming through any of the foregoing persons or entities, and (ii) **"Landlord Parties"** shall mean singularly and collectively, Landlord and Landlord's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as to all persons and entities claiming through any of the foregoing persons or entities.

15.2 Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord and Landlord Parties, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (a) the negligent acts or omissions of Tenant or Tenant Parties, (b) Tenant's breach of its obligations under this Lease; (c) Tenant's or any Tenant Party's use, possession, or occupancy of the Premises during the Term; (d) any work done, permitted or contracted for by Tenant or any Tenant Party on or about the Premises during the Term, or (e) the death or injury of any person during the Term, including Tenant or any person who is an employee or agent of Tenant, or damage to or destruction of any property during the Term, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatever while such person or property is in or on the Premises. If any action or proceeding is brought against the Landlord by reason of the matters stated in this Section, Tenant, upon written notice from Landlord, shall, at Tenant's expense, defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be withheld unreasonably. Notwithstanding anything to the contrary in this Lease, the obligations of Tenant hereunder shall not apply to claims, liability and/or damages to the extent arising from or related to Landlord's or Landlord's Parties negligence, willful acts or Landlord's breach of its obligations under this Lease. The provisions of this Section shall not apply to any of the provisions of Section 8 of the Lease.

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15.3 Exculpation. Tenant, on behalf of itself and of all Tenant Parties, hereby waives, to the fullest extent permitted by Law, all claims against Landlord and the Landlord Parties for loss, theft or damages to goods, wares, merchandise or other property (whether tangible or intangible) in and about the Premises occurring during the Term, and for the injury or death to any persons in, on or about the Premises occurring during the Term. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

15.4 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 15 shall survive the expiration or earlier termination of this Lease.

16. Construction Liens. Tenant shall not suffer or permit any construction liens, mechanic's liens or materialman's liens to be filed against Landlord's interest in the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises, any notices which it deems necessary for protection from such liens. Tenant shall have the right to contest by proper proceedings any such construction liens, mechanic's liens or material man's liens, provided that Tenant shall prosecute such contest diligently and in good faith and such contest shall not expose Landlord to any civil or criminal penalty or liability. Upon Landlord's demand, Tenant shall furnish Landlord a surety bond or other adequate security satisfactory to Landlord sufficient both to indemnify Landlord against liability and hold the Property free from adverse effect in the event the contest is not successful. If such liens are so filed and Tenant does not properly contest such liens, Landlord, at its election, and upon not less than ten (10) days prior written notice to Tenant, may pay and satisfy same and, in such event the sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18.00%) per annum from the date of payment, and all actual and other expenses, including reasonable attorney's fees, so paid by Landlord, shall be deemed to be Rent due and payable by the Tenant at once without notice or demand.

17. Quiet Enjoyment. So long as an Event of Default does not exist, Tenant shall be entitled to quietly have, hold, and enjoy the Premises during the Term, subject to Landlord's rights under this Lease.

18. Landlord's Right of Entry. Landlord or its agents shall have the right to enter the Premises at reasonable times upon reasonable notice. Upon receipt of reasonable advance notice from Landlord, Tenant may arrange to have a designated representative accompany Landlord in entering the Premises. Landlord's right of reentry shall not be deemed to impose upon Landlord any obligation, responsibility, or liability for the care, supervision or repair of the Premises except that Landlord shall use reasonable care to prevent loss or damage to Tenant's property resulting from Landlord's entry. Landlord shall have the right at any time, without effecting an actual or constructive eviction and without incurring any liability to the Tenant therefor, to change the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building are commonly known, provided that such action does not result in any unreasonable interference with Tenant's access to or use of the Premises. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises without first giving notice to the Tenant in the event of an emergency where the nature of the emergency will not reasonably permit the giving of notice.

19. Destruction of Building

19.1 Loss Covered by Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is wholly or partially damaged or destroyed by a casualty, the loss to Landlord from which is (except for any applicable deductible) fully covered by insurance maintained by Landlord or for Landlord's benefit, which casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then:

(A) Repairs Which Can be Completed Within One Year. Within sixty (60) days of notice to Landlord of such damage or destruction, Landlord shall provide Tenant with notice of its determination of whether the damage or destruction can be repaired within one (1) year of such damage or destruction without the payment of overtime or other premiums. If all repairs to such Premises or Building can, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the

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payment of overtime or other premiums, Landlord shall, at Landlord's expense, repair the same and this Lease shall remain in full force and effect and a proportionate reduction of the Rent shall be allowed Tenant for such portion of the Premises as shall be rendered inaccessible or unusable to Tenant, and which is not used by Tenant, during the period of time that such portion is unusable or inaccessible and not used by Tenant.

(B) Repairs Which Cannot Be Completed Within One Year. If all such repairs to the Building and Premises cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord shall notify Tenant of such determination and Landlord may, at Landlord's sole and absolute option, upon written notice to Tenant given within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to repair such damage or destruction at Landlord's expense, and in such event, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as hereinabove provided in Section 19.1(a). If Landlord does not elect to make such repairs, then either Landlord or Tenant may, by written notice to the other no later than ninety (90) days after the occurrence of such damage or destruction elect to terminate this Lease as of the date of the occurrence of such damage or destruction.

19.2 Loss Not Covered By Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is totally or partially damaged or destroyed from a casualty, the loss to Landlord from which is not fully covered by insurance maintained by Landlord or for Landlord's benefit, which damage renders the Premises inaccessible or unusable to Tenant in the ordinary course of its business, Landlord, at its option, upon written notice to Tenant within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, may elect to repair or restore such damage or destruction, or Landlord may elect to terminate this Lease. If Landlord elects to repair or restore such damage or destruction, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as provided in Section 19.1(a). If Landlord does not elect by notice to Tenant to repair such damage, or if the damage cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction, the Lease shall terminate.

19.3 Destruction During Final Year. Notwithstanding anything to the contrary contained in Sections 19.1 and 19.2, if the Premises or the Building is wholly or partially damaged or destroyed within the final twelve (12) months of the Term of this Lease, Landlord may, at its option, by giving Tenant notice within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to terminate the Lease.

19.4 Destruction of Tenant's Personal Property, Tenant Improvements or Property of Tenant's Employees. In the event of any damage to or destruction of the Premises or the Building, under no circumstances shall Landlord be required to repair any injury, or damage to, or make any repairs to or replacements of, Tenant's Personal Property. Landlord shall have no responsibility for any contents placed or kept in or on the Premises by Tenant.

19.5 Exclusive Remedy. This Section 19 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building, and Tenant, as a material inducement to Landlord entering into this Lease, irrevocably waives and releases Tenant's rights under California Civil Code Sections 1932(2) And 1933(4), and any successor statues. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

20. Eminent Domain

20.1 Definitions. For purposes of this Lease, the word "condemned" is co-extensive with the phrase "right of eminent domain", that is, the right of the government to take property for public use, and shall include the intention to condemn expressed in writing as well as the filing of any action or proceeding for condemnation.

20.2 Exercise of Condemnation. If any action or proceeding is commenced for the condemnation of the Premises or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Premises at the time thereof, or if the Premises or

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any part or portion thereof be condemned through such action, then and in any of such events Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor, without first requiring that any action or proceeding be instituted, or if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and Landlord is expressly empowered to stipulate to judgment therein, the part and portion of the Premises sought by the condemnor, free from this Lease and the rights of Tenant hereunder. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Premises or any part or portion thereof, except that Tenant shall be entitled to recover from the condemnor and Landlord shall have no claim therefor or thereto for Tenant's relocation costs, loss of goodwill, for Tenant's trade fixtures, any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is or may be entitled to remove at the expiration of this Lease and Tenant's leasehold estate hereunder.

20.3 Effect on Lease. If the entire Premises is condemned, this Lease shall terminate as of the earlier of such taking or loss of possession. If only a part of the Premises is condemned and taken and the remaining portion thereof is in Tenant's reasonable discretion not suitable for purposes for which Tenant has leased the Premises, either Landlord or Tenant shall have the option to terminate this Lease effective as of the earlier of such taking or loss of possession. If by such condemnation and taking only a part of the Premises is taken, and the remaining part thereof is in Tenant's reasonable discretion suitable for the purposes for which Tenant has leased the Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises physically taken by eminent domain bears to the floor area of the entire Premises.

21. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant ("**Default**"):

(a) The abandonment or vacation of the Premises by Tenant (failure to occupy and operate the Premises for thirty (30) consecutive days shall be deemed an abandonment).

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) days after the due date.

(c) Tenant's failure to perform any other obligation under this Lease (including the Rules and Regulations) for ten (10) days after written notice from Landlord; however, if more than ten (10) days are reasonably required for cure, Tenant shall not be in default hereunder if Tenant shall promptly (and in any event within five (5) days after receipt of Landlord's notice) commence the cure of the default and diligently prosecute the same to completion, so long as cure is completed within thirty (30) days after receipt of Landlord's notice.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors.

(e) The employment of a receiver to take possession of substantially all of the assets and business of Tenant or the Premises, if such receivership remains undissolved for a period of thirty (30) days after creation thereof.

(f) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease, and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligation under this Lease.

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Any notice given pursuant to this Section is in lieu of any written notice required by Law, including any notice required under Sections 1161 and 1161.1 of the California Code of Civil Procedure (or any similar or successor law), and Tenant waives (to the fullest extent permitted by law) the giving of any notice other than that provided for in this Section. To the extent the foregoing is not permitted by Law, any notice under this Section shall run concurrently with, and not in addition to, any similar time periods prescribed by applicable Law.

22. Remedies in Event of Default by Tenant.

22.1 Termination. In the event of a Default, Landlord shall have the right to terminate this Lease. The election to terminate may be stated in any notice served upon Tenant with respect to the Default. After the termination, Landlord may, pursuant to applicable Law, enter the Premises and remove Tenant, any other person occupying the same, and any or all trade fixtures, furnishings or equipment, and all other personal property contained in the Premises from time to time ("Personal Property"). Any such repossession shall be without prejudice to any of the remedies that Landlord may have under this Lease, or at law or in equity, by reason of the Default or the termination.

22.2 Continuation after Default. In the event of the occurrence of a Default, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 22.1, and Landlord may enforce all its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in California Civil Code Section 1951.4 (lessor may continue to lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). Landlord shall further have all remedies under any other applicable code section. Acts of maintenance, preservation or efforts to lease the Premises, or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease, shall not constitute an election to terminate Tenant's right to possession in the absence of written notice to the contrary.

22.3 Damages upon Termination. Should Landlord terminate this Lease pursuant to the provisions of Section 22.1 Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the California Civil Code or any other applicable code section. Landlord shall be entitled to recover from Tenant: (a) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such Default, recovering possession of the Premises, expenses of reletting the Premises to a new tenant, (including necessary renovations, alterations and improvements to the Premises, and leasing commissions incurred), and all attorneys' and other professional and paraprofessional fees and other costs and expenses incurred in good faith in connection with any of the foregoing. The "worth at the time of award" of the amounts referred to in (a) and (b), above shall be computed with interest at the maximum lawful rate. The "worth at the time of award" of the amount referred to in (c), above shall be computed by reference to the formula prescribed by, and using the lowest discount rate permitted under, any applicable Law.

22.4 Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and, to the extent permitted by any Law and except as otherwise provided herein, are not alternative.

23. Default by Landlord.

23.1 Right to Cure. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are

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required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

23.2 Remedies in Event of Default by Landlord. Except as expressly set forth in, and limited by, the terms of this Lease, Tenant hereby waives and relinquishes any and all rights which Tenant may have to terminate this Lease or to withhold Rent for any reason whatever, including without limitation on account of any default by Landlord of its obligations under this Lease, and any damage to, or condemnation, destruction or state of disrepair of, the Premises (specifically including but not limited to, those rights under California Civil Code Sections 1932, 1933(4), 1941, 1941.1 and 1942). Tenant's sole remedy for a breach of this Lease shall be limited to an action for damages, injunctive relief or specific performance of this Lease. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

24. Surrender of Premises. On or before the expiration of the Lease Term, Tenant shall vacate the Premises in broom clean condition and otherwise in the same condition as existed on the Commencement Date, ordinary wear and tear and fire and casualty loss excepted, except that any Alterations made within and on the Premises by Tenant shall remain, in the same condition and repair as when constructed or installed, reasonable wear and tear and fire and casualty loss excepted, unless Landlord required removal as provided in Section 13. In addition, Tenant shall remove from the Premises all Tenant's Personal Property in order that Landlord can repossess the Premises on the day this Lease or any extension hereof expires or is sooner terminated. Any such removals by Tenant shall be accomplished in a manner which will minimize any damage or injury to the Premises and any resulting damage or injury shall be repaired by Tenant at its sole cost and expense within thirty (30) days after Tenant vacates.

25. Holding Over. Should Tenant hold over and remain in possession of the Premises after the expiration of this Lease, without the written consent of Landlord, such possession shall be as a month-to-month tenant. Unless Landlord agrees otherwise in writing, Base Rent during the hold-over period shall be payable in an amount equal to one hundred fifty percent (150.00%) of the Base Rent paid for the last month of the Term hereof until Tenant vacates the Premises and the Security Deposit shall increase to an amount equal to the increased monthly Base Rent. All other terms and conditions of this Lease shall continue in full force and effect during such hold-over tenancy, which hold-over tenancy shall be terminable by either party delivering at least one (1) month's written notice, before the end of any monthly period. Such hold-over tenancy shall terminate effective as of the last day of the month following the month in which the termination notice is given.

26. Notice. All notices, demands or requests required or permitted under this Lease shall be in writing and delivered personally, by facsimile, or mailed postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express, addressed as set forth below. Any party may designate a different address by notice similarly given. Any notice, demand or request so given, delivered or made by United States mail shall be deemed to have been given or delivered or made on the third business day following the day on which the same is deposited in the United States mail as registered or certified mail, return receipt requested, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document delivered by facsimile shall be deemed to be given, delivered or made on the day sent as confirmed by sender's written facsimile confirmation. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid, shall be deemed to be given, delivered or made on receipt of the same by the party to whom the same is to be given, delivered or made, addressed as follows:

TO LANDLORD: MP Holdings, LLC
3140 Peacekeeper Way
McClellan, California 95652
Telephone: (916) 965-7100
Facsimile: (916) 568-2764
Attention: President and Executive Vice President & General Counsel

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TO TENANT: Mamick Suita
1333 Grand Ave
Sac, Ca 95815-8838
Attention:
Telephone: (916) 844-2283
Facsimile: (916)

27. Assignment and Subletting. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively, **"Assignment"**), or permit the Premises to be occupied by anyone other than Tenant or sublet the Premises (collectively, **"Sublease"**) or any portion thereof without Landlord's prior written consent in each instance, which consent may be withheld in its sole and absolute discretion.

28. Attorney's Fees. If Tenant or Landlord shall be in breach or default under this Lease, such party (the **"Defaulting Party"**) shall reimburse the other party (the **"Non-Defaulting Party"**) upon demand for any costs or expenses that the Non-Defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Project by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord, or at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

29. [Intentionally Deleted]

30. Subordination of Lease. This Lease is subject and subordinate to any mortgages which may now or hereafter be placed upon or affect the property or Building of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions hereof, provided that the holder(s) of such mortgage(s) shall agree in writing not to disturb the possession of the Premises by Tenant or the rights of Tenant under this Lease so long as Tenant is not in material default (subject to applicable notice and cure rights in favor of Tenant as contained in this Lease) in the performance of its obligations thereunder and, in the event of foreclosure, Tenant agrees to look solely to the mortgagee's interest in the Property for the payment and discharge of any obligations imposed upon the mortgagee or Landlord under this Lease. This clause shall be self-operative, and no further instrument or subordination shall be necessary unless requested by a mortgagee or the insuring title company, in which event Tenant shall sign, within five (5) business days after requested, such instruments and/or documents as the mortgagee and/or insuring title company reasonably request be signed (**"SNDA"**).

31. Relocation. At any time after Tenant's execution of this Lease, Landlord shall have the right, upon providing Tenant ninety (90) days' written notice, ten (10) days if Tenant has not yet taken possession of the Premises, to provide Tenant with reasonably similar space elsewhere within McClellan which would accommodate Tenant's Permitted Use (**"Proposed Relocation Space"**) and to move Tenant to such space. In the event Landlord moves Tenant to such new space, then this Lease and each and all of the Terms, covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that a revised floor plan shall become part of this Lease and shall reflect the location of the new space. Landlord shall be solely responsible for the payment of all moving and relocation expenses of Tenant as are actually incurred in connection with such relocation. For a period of ten (10) days after Tenant's receipt of the notice concerning the Proposed

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Relocation Space, Tenant may reject such relocation. In such event, Landlord shall have the right to (i) withdraw its intention to relocate, or (ii) terminate this Lease.

32. Estoppel Certificates and Financial Statements.

32.1 Estoppel Certificate. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior request by Landlord, execute, acknowledge and deliver to Landlord, or to such other persons who may be designated in such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the Rent and any other charges have been paid in advance, and such other items requested by Landlord, including without limitation, the Commencement Date and expiration date, Rent amounts, and that no offsets or counterclaims are present. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrancer (including assignee) of the Premises.

32.2 Financial Statements. If Landlord desires to finance, refinance, or sell the Building, or the Property, or any part thereof, Tenant shall deliver to Landlord, or to such potential lender or purchaser designated by Landlord, such financial information regarding Tenant, as may reasonably be required to establish Tenants' creditworthiness. All financial information provided by Tenant to Landlord or any lender or potential purchaser shall be held by the recipient in strict confidence and may not be used or disclosed by the recipient except for the purpose of determining Tenants' creditworthiness in connection with Tenants' obligations under this Lease.

33. Short Form of Lease. Tenant shall not record this Lease, or a short form of this Lease, without Landlord's prior written consent.

34. Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent (all such approved signage shall comply with Law and Landlord's signage design criteria, as such exists from time to time). Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed herein, Landlord reserves the right to install, and all revenues from the installation of, such advertising signs on the Premises, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

35. [Intentionally Deleted]

36. Force Majeure. In discharging its duties under this Lease, Landlord shall be held to a standard of reasonableness and shall not be liable to Tenant for delays caused by Force Majeure Events.

37. Rules and Regulations. Tenant shall faithfully observe and comply with the nondiscriminatory rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all nondiscriminatory modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy to them to Tenant (a copy of the present Rules and Regulations is attached hereto as Exhibit E). Landlord shall use its reasonable efforts to enforce compliance with such rules, but shall not be responsible to Tenant for the nonperformance of any of said rules by other tenants or occupants.

38. Limitation on Liability. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (1) Tenant's sole and exclusive recourse shall be against Landlord's interest in the Premises and Tenant shall not have any right to satisfy any judgment which it may have against Landlord from any other assets of Landlord; (2) no member, partner, stockholder, director, officer, employee, beneficiary or trustee (collectively, **"Partner"**) of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction over Landlord); (3) no service of process shall be made against any Partner of Landlord (except as may be necessary to secure jurisdiction over Landlord); (4) no Partner of Landlord shall be required to answer or otherwise plead to any service of process; (5) no judgment will be taken against any Partner of Landlord; (6) any judgment taken against any Partner of Landlord may be vacated and set aside at any time nunc pro tunc; (7) no writ

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of execution will ever be levied against the assets of any Partner of Landlord; and (8) these covenants and agreements are enforceable both by Landlord and also by any Partner of Landlord.

39. Infrastructure Cooperation. Tenant acknowledges that certain utility and/or operation systems which service the Premises and/or the expansion space(s) which are available to Tenant under this Lease may service adjacent premises and/or buildings. In this regard, to the extent that the controls, lines, mechanical systems and/or infrastructure for such systems must be utilized on a non-exclusive basis between Tenant and other third party tenants , as determined by Landlord, Tenant agrees to execute all documentation necessary to provide for such non-exclusive utilization, which documentation, among other provisions, would allocate on a reasonable basis, the expense of use, operation, maintenance and repair of such system between such users, provided that such documentation shall not cause material interference with Tenant's Permitted Use. Tenant shall execute such documentation within ten (10) days following its receipt thereof.

40. General Provisions.

40.1 CASp Inspection Certification. A Certified Access Specialist (CASp) can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the Landlord may not prohibit the Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Tenant, if requested by the Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

40.2 Definition of Rent. **"Rent"** or **"rent"** shall mean the total of all sums due to Landlord from Tenant hereunder, including but not limited to Base Rent, Additional Rent, Utilities/Services, and all other fees and charges owed to Landlord as well as all damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, and, in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent.

40.3 Governing Law. This Lease shall be governed by the laws of the State of California and the parties hereto agree that venue shall be proper in any state or federal court located within the state.

40.4 Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; if Landlord or Tenant is comprised of multiple parties, each of such parties hereto shall be jointly and severally liable hereunder.

40.5 Entire Agreement. This Lease, the exhibits herein referred to, and any addendum executed concurrently herewith, are the final, complete and exclusive agreement between the parties and cover in full each and every agreement of every kind or nature, whatsoever, concerning the Premises and all preliminary negotiations and agreements of whatsoever kind or nature, are merged herein. Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. Unless otherwise provided herein, no supplement, modification, or amendment of this Lease shall be binding unless executed in writing by the parties.

40.6 Captions. The captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the Terms and provisions of this Lease.

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40.7 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

40.8 Authority. The person(s) executing this Lease warrants that he or she has the authority to execute this Lease and has obtained or has the requisite corporate or other authority to do the same.

40.9 Counterparts. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may execute a facsimile counterpart signature page to be followed by an original counterpart. Each such facsimile counterpart signature page shall constitute a valid and binding obligation of the party signing such facsimile counterpart.

40.10 Execution. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate as of the day and year first above written.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: McClellan Business Park LLC, a Delaware limited liability company

Its: Member

By: _____
~~Larry D. Kelley, President~~
FRANK L. MYERS, CFO

Date: 4/5/18

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: _____

Name: Monique Sinas

Title: Executive Director

Date: 4/4/18

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MP Holdings, LLC, a California limited liability company

By: McClellan Business Park LLC, a Delaware limited liability company, its member

By:_____
Ken Giannotti, Senior Vice President

By:_____
Frank Myers, Chief Financial Officer

Date: 4/5/18

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EXHIBITS

Exhibit A-1 -	McClellan/Property
Exhibit A-2 -	Premises
Exhibit A-3 -	Building
Exhibit A-4 -	Parking Areas
Exhibit B -	[Intentionally Deleted]
Exhibit C -	Declaration of Lease Commencement
Exhibit D-1 -	Definition of Hazardous Materials
Exhibit D-2 -	Environmental Questionnaire
Exhibit D-3 -	Environmental Information
Exhibit D-4 -	Air Force Notification Request
Exhibit D-5 -	Sewer Use Questionnaire
Exhibit E -	Rules and Regulations

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EXHIBIT A-1

McCLELLAN/PROPERTY

Administrative Record, as submitted by
Twin Rivers Unified School District

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EXHIBIT A-1
MCCLELLAN - PROPERTY

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 826
3144 PALM STREET, MCCLELLAN

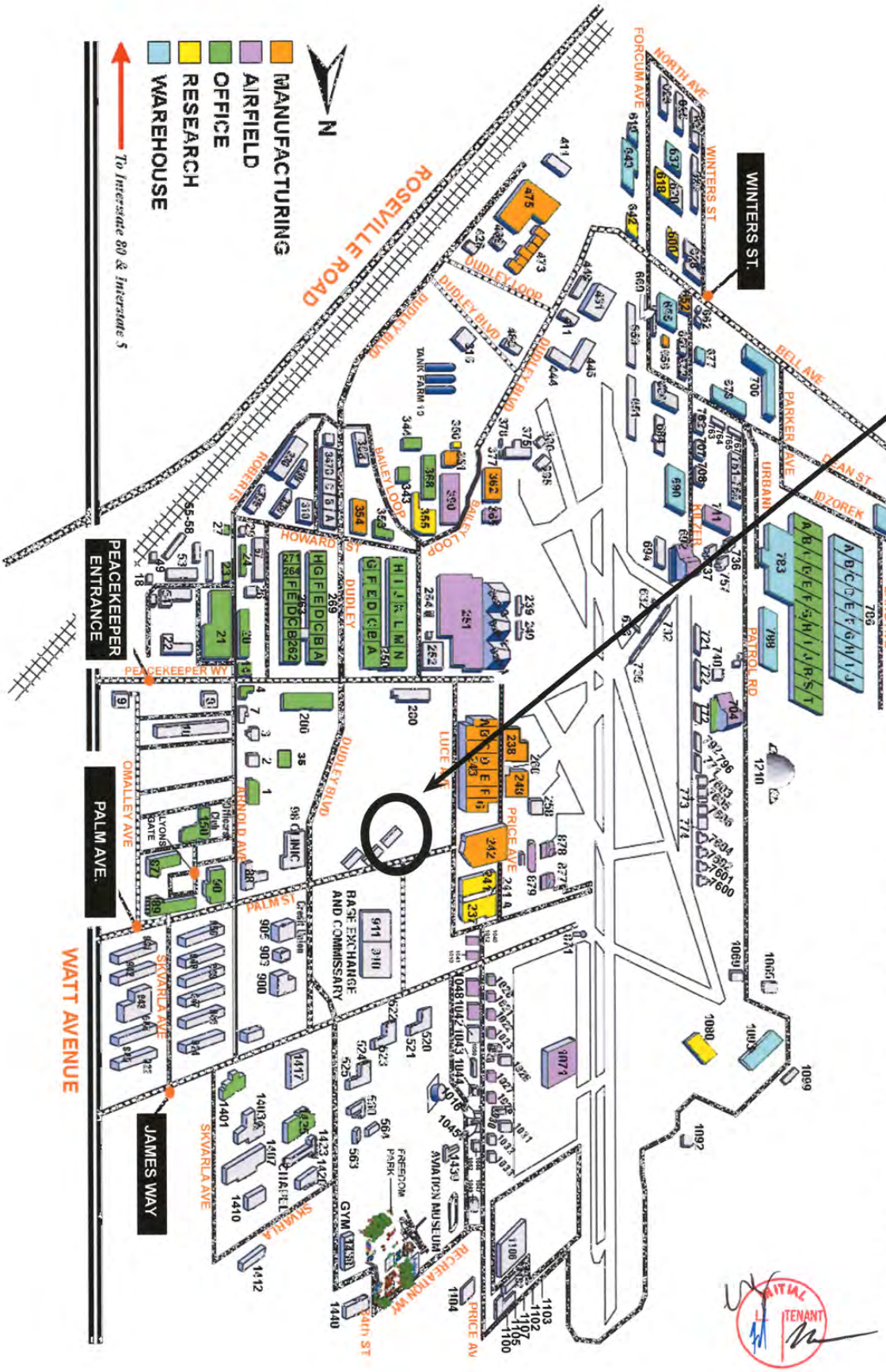

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EXHIBIT A-2

PREMISES

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EXHIBIT A-2
PREMISES

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 826
3144 PALM STREET, MCCLELLAN

INITIAL
LANDLORD
TENANT

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EXHIBIT A-3

BUILDING

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EXHIBIT A-3
BUILDING

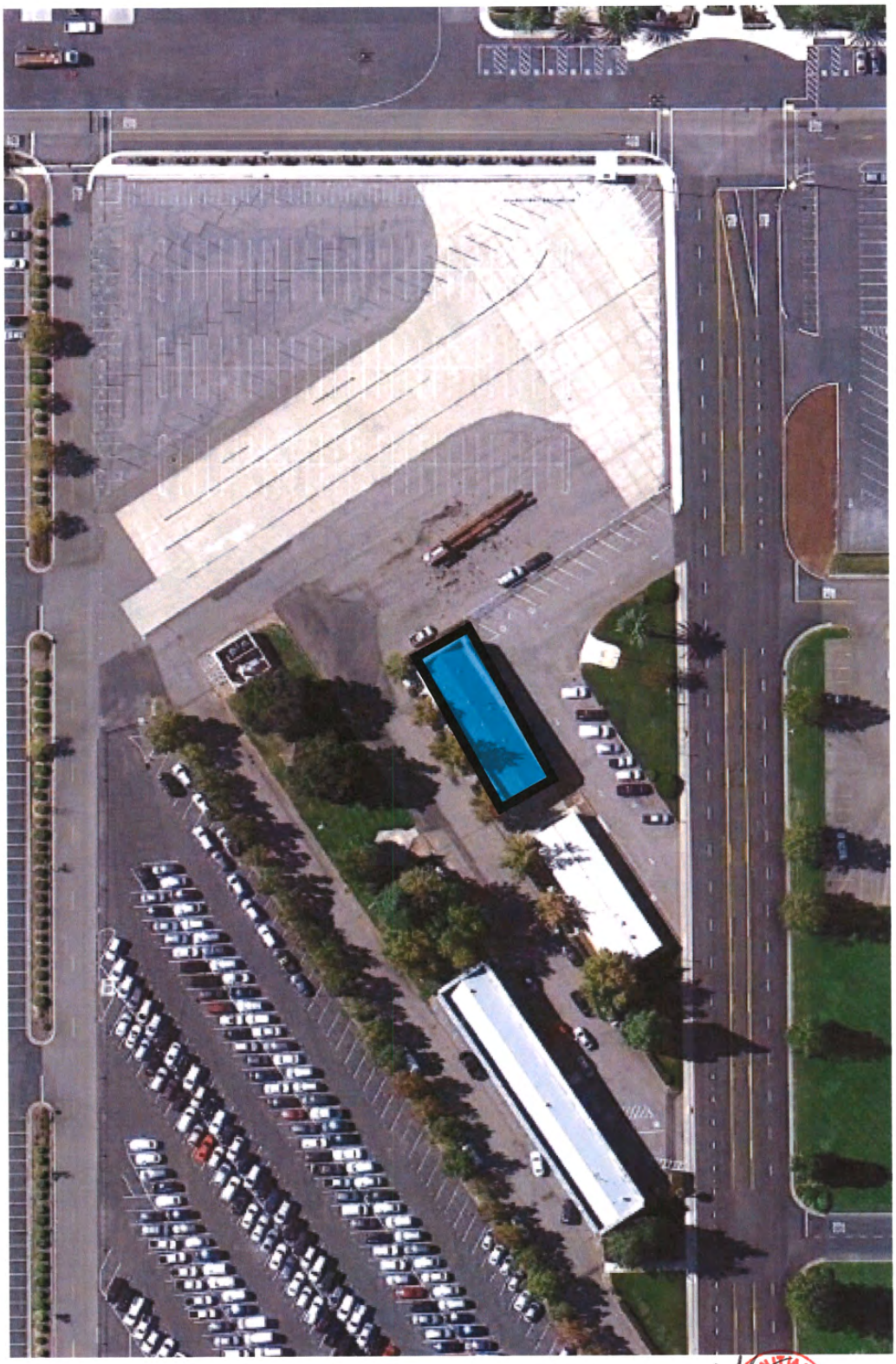

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 826
3144 PALM STREET, MCCLELLAN

INITIAL
TENANT

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EXHIBIT A-4

PARKING AREAS

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EXHIBIT A-4
PARKING AREAS

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 826
3144 PALM STREET, MCCLELLAN

INITIAL
LL
TENANT

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EXHIBIT B

[INTENTIONALLY DELETED]

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EXHIBIT C

This is to confirm that the Commencement Date, as defined in Paragraph 2.2 of the attached lease, for the property commonly known as 3144 Palm Street, Building 826, McClellan, CA and containing approximately 3,200 square feet pursuant to the lease dated April 3, 2018 between **MP HOLDINGS, LLC**, a California limited liability company and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school, is, for all purposes, agreed to be APRIL 1, 2018.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: McClellan Business Park LLC, a Delaware limited liability company

Its: Member

By: _____
~~Larry D. Kelley~~ FRANK C. MYERS

Date: 4/5/18

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: _____

Name: Murdock Smith

Title: Executive Director

Date: 4/4/18

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EXHIBIT D-1

DEFINITIONS OF HAZARDOUS MATERIALS

"Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Property is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

"Hazardous Materials Laws" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities (including without limitation the U.S. Air Force) and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

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EXHIBIT D-2

ENVIRONMENTAL QUESTIONNAIRE

The purpose of this form is to obtain information regarding the use, if any, of hazardous substances in the process proposed on the premises to be leased. Any such use must be approved in writing by Landlord. Prospective tenants should answer the questions in light of their proposed operations on the premises. Existing tenants should answer the questions as they relate to ongoing operations on the premises and should update any information previously submitted. If additional space is needed to answer the questions, you may attach separate sheets of paper to this form.

Your cooperation in this matter is appreciated. Any questions should be directed to, and when completed, the form should be mailed to:

Alan Hersh, Senior Vice President
McClellan Business Park
3140 Peacekeeper Way
McClellan, CA 95652
(916) 965-7100; (916) 568-2764 fax
ash@mcclellanpark.com

1. General Information.

Name of Responding Company:_____

Check the Applicable Status: Prospective Tenant ☐ Existing Tenant ☐

Mailing Address:_____

_____

Contact Person and Title:_____

Telephone Number: (___) _____ Email: _____

McClellan Park (MP) Address of Proposed Premises to be leased:_____

_____

Length of Lease Term:_____

North American Industry Classification System (NAICS) Code Number: _____

*Visit the **North American Industry Classification System (NAICS)** website to identify your code at www.naics.com .*

Describe the proposed operations to take place on the property, including principal products manufactured, services and a brief process flow description to be conducted. Existing tenants should describe any proposed changes to ongoing operations.

_____

_____

INITIALS TENANT

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2. Use and/or Storage of Hazardous Materials.

2.1 Will any hazardous materials be used or stored onsite?

Hazardous Wastes	Yes ☐	No ☐
Hazardous Chemical Products	Yes ☐	No ☐

2.2 Does your business generate hazardous waste? Yes ☐ No ☐

If yes, what is your Generator ID Number? _____

2.3 ***Attach the list of any hazardous materials/wastes to be used, stored, or generated at the premises, its hazard class, the quantities that will be generated on a monthly basis onsite at any given time, and the location and method of storage (e.g., 55-gallon drums on concrete pad).***

Please provide Material Safety Data Sheets (MSDS) on such materials.

2.4 Describe the method(s) of disposal for each waste. Indicate where and how often disposal will take place. _____

2.5 If you generate a hazardous waste, based on your maximum volume of hazardous waste generated during a calendar month, please check the appropriate box below:

☐ Less than 100 kilograms (220 pounds)
☐ More than 100 kilograms but less than 1000 kilograms (2200 pounds)
☐ More than 1000 kilograms
☐ More than 55 gallons
☐ More than 200 cubic feet

2.6 Has your business filed for a Consolidated Hazardous Materials Permit from the Sacramento County Environmental Management Department?

Yes ☐ No ☐

If so, attach a copy of the permit application.

2.7 Are any of the chemicals used in your operations regulated under Proposition 65?

Yes ☐ No ☐

If so, describe the actions taken, or proposed to be taken, to comply with Proposition 65 requirements.

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2.8 Do you store or use or intend to store or use acutely hazardous materials above threshold quantities requiring you to prepare a Risk Management Plan (RMP)?

Yes ☐ No ☐

3. Storage Tanks/Pumps.

3.1 Are any above or below ground storage of gasoline, diesel, or other hazardous substances in tanks or pumps being used as a part of your present process or proposed for use on this leased premises?

Yes ☐ No ☐

If yes, describe the materials to be stored, and the type, size and construction of the pump or tank. ***Attach copies of any permits obtained for the storage of such substances.***

_____

_____

3.2 If you have an above ground storage tank (AST), do you have a spill prevention containment and countermeasures (SPCC) plan? *(Also see Question 5.1)*

Yes ☐ No ☐ Not Applicable ☐

3.3 Have any tanks, pumps or piping at you existing facilities been inspected or tested for leakage? ***If so, attach the results.***

Yes ☐ No ☐ Not Applicable ☐

3.4 Have any underground storage tanks, sumps or piping been taken out of service or removed at the proposed facility or facilities that you operate?

Yes ☐ No ☐ Not Applicable ☐

If yes, attach copies of any closure permits and clearance obtained from regulatory agencies relating to closure and removal of such tanks.

4. Spills/Leaks.

4.1 During the past year, have any spills occurred on any site you occupy?

Yes ☐ No ☐ Not Applicable ☐

If yes, please describe the spill and ***attach the results of any process conducted to determine the extent of such spills.***

_____

_____

_____

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4.2 Were any agencies notified in connection with spills or leaks from tanks, pumps or piping?

Yes ☐ No ☐ Not Applicable ☐

If yes, describe and ***attach copies of any spill reports or other correspondence with regulatory agencies.***

_____

_____

4.3 Were any clean-up actions undertaken in connection with the spills?

Yes ☐ No ☐ Not Applicable ☐

If yes, briefly describe the actions taken. ***Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work.***

_____

_____

_____

5. Waste Management / Environmental Protection.

5.1 Indicate any environmental permits or plans you have for your operations under the Lease. (*Check all that apply*). ***Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the premises***.

☐	NPDES Permit(s)	Dated (renewal):
☐	MDAQMD Permit(s)	List Source(s):
☐	UST/AST Permit(s)	Tank Numbers:
☐	Hazardous Materials Business	Dated:
☐	Site Specific Spill Plan	Dated:
☐	Spill Prevention, Control and Countermeasures Plan (SPCC)	Dated:

5.2 Has your company filed a biennial report as a hazardous waste generator? ***If so, attach a copy of the most recent report filed.***

Yes ☐ No ☐

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5.3 Are hazardous wastes stores in secondary containments?

Yes ☐ No ☐

Are any of the following materials handled, generated, stored, treated or disposed anywhere at your facility? *(Check all that apply)*

- ☐ Flammable or combustible liquids
- ☐ Compressed gases
- ☐ Hazardous wastes
- ☐ PCBs
- ☐ Pesticides
- ☐ Radioactive materials

5.4 For any items checked above, provide a list of locations where such activities occur. *(Use additional pages if necessary):*

_____

_____

5.5 Please list all subcontractors that operate under a license within leased or subleased facilities and/or areas (including but not limited to) subcontractors for lighting/electrical, plumbing, HVAC, pest services, landscaping and/or building maintenance services). *(Use additional pages if necessary.)*

_____ _____

_____ _____

_____ _____

Do any of these subcontractors store, mix or utilize chemicals on site? Yes ☐ No ☐

If yes, what types and quantities?_____

_____

_____

5.6 If you generate hazardous waste, how many employees handle hazardous waste at your facility?

☐ _____# of employee(s) who handle hazardous waste

Indicate the name of the person(s) responsible for maintaining copies of hazardous waste manifests completed for offsite shipments of hazardous waste:

_____

_____

5.7 Describe the procedures followed to comply with OSHA Hazard Communication Standard requirements.

_____

_____

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5.8 Is any treatment, processing and recycling of hazardous wastes currently conducted or proposed to be conducted at the premises:

Yes ☐ No ☐

If yes, please describe any existing or proposed treatment, processing or recycling methods.

_____

_____

5.9 Do you ever have any pest control services come to your facility to apply pesticides?

Yes ☐ No ☐

If so, please provide the following information:

Name of Company/Licensed Applicator: _____

6. Wastewater Treatment/Discharge.

6.1 Will your proposed operation require the discharge of wastewater to?

Storm drain	Yes ☐ No ☐	Sewer	Yes ☐ No ☐
Surface water	Yes ☐ No ☐	Industrial discharge	Yes ☐ No ☐

6.2 Does your business have a Sewer Use Questionnaire on file with Sacramento Regional County Sanitation District?

Yes ☐ No ☐

6.3 Is your wastewater treated before discharge?

Yes ☐ No ☐ Not Applicable ☐

If yes, describe the type of treatment conducted.

_____

_____

_____

6.4 Does your business conduct operations outside the building or store materials outside?

Yes ☐ No ☐ Not Applicable ☐

6.5 Do you have a Storm Water Pollution Prevention Plan (SWPPP)?

Yes ☐ No ☐ Not Applicable ☐

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6.6 Does your business have a General Permit for storm water discharge associated with industrial activity?

Yes ☐ No ☐ Not Applicable ☐

6.7 Does your business operate under a National Pollution Discharge Elimination System (NPDES) Permit?

Yes ☐ No ☐ Not Applicable ☐

6.8 ***Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the premises.***

7. Air Discharges. [1]

7.1 Do you have or intend to have any air filtration systems or stacks that discharge into the air?

Yes ☐ No ☐

7.2 Do you operate or plan to operate any of the following types of equipment, or any other equipment requiring an air emissions permit?

Spray booth	Yes ☐	No ☐
Dip tank	Yes ☐	No ☐
Drying oven	Yes ☐	No ☐
Incinerator	Yes ☐	No ☐
Other (please describe)	Yes ☐	No ☐
Boiler	Yes ☐	No ☐
I/C Engine	Yes ☐	No ☐
Emergency Backup Generator	Yes ☐	No ☐
Processes that apply coatings, inks, adhesives or use solvents	Yes ☐	No ☐

7.3 Do you emit or plan to emit any toxic air contaminates?

Yes ☐ No ☐

7.4 Are air emissions from your operations monitored?

Yes ☐ No ☐

If yes, indicate the frequency of monitoring and a description of the monitoring results.

---

1 NOTE: Businesses will have to comply with prohibitory rules regardless of whether they have or need a permit.

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_____

_____

7.5 ***Attach copies of any air emissions permits pertaining to your operations on the premises.***

8. Enforcement Actions, Complaints.

8.1 Has your company, within the past five years, ever been subject to any agency inspections, enforcement actions, administrative orders, or consent decrees?

Yes ☐ No ☐

If you received inspections by a Federal, State, County or other local regulator within the last year, please list below (***provide a copy of any inspection notices received for the inspections listed below***):

Agency	Inspection Date	Violations Noted?	Violations Resolved?	Violations Unresolved?

If yes, describe the actions and any continuing compliance obligations imposed as a result of these actions.

_____

_____

8.2 Has your company ever received requests for information, notice or demand letters, or any other inquiries regarding its operations?

Yes ☐ No ☐

8.3 Have there ever been, or are there now pending, any lawsuits against the company regarding any environmental or health and safety concerns?

Yes ☐ No ☐

8.4 Has any environmental audit ever been conducted at your company's current facility?

Yes ☐ No ☐

If yes, discuss the results of the audit.

_____

_____

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8.5 Have there been any problems or complaints from neighbors at the company's current facility?

Yes ☐ No ☐

Please describe:

_____

_____

9.0 Construction and Alterations.

9.1 Facility Alterations:

Facility alterations include the placement, construction, modification or demolition/removal of any improvements or structures on your leased premises.

Have you made any facility alterations within the last year? ☐ Yes ☐ No

Did any of the alterations involve Lead Based Paint? ☐ Yes ☐ No

Describe any alterations planned in the next 12 months:

_____

_____

9.2 Identify the point of contact for obtaining Air Force approval of facility alterations/modifications:

_____

10.0 Historic Property.

10.1 List any historical structures located within the leased premises:

_____

11.0 Restrictions.

11.1 Encroachment Permit:

The Lessee shall not conduct (or permit sublessees or licensees to conduct) any subsurface excavation, digging, drilling or other disturbance of the soil surface unless specifically authorized by the AFRPA. Requests to conduct any of the previously described activities shall be submitted in the form of a completed AFRPA Encroachment Permit.

11.2 Jurisdictional Wetlands:

The Lessee will minimize destruction, loss, or degradation of wetlands found in the leased premises.

11.3 Endangered Species and Protected Habitat:

The Lessee will consult with the Department of Agriculture, U.S. Fish and Wildlife Service to determine of a mitigation/compensation package for endangered species habitat losses resulting

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from Lessee's development is required.

12.0 Concerns, Comments and Suggestions.

12.1 Identify any environmental, health, safety or property management concerns, comments, and/or suggestions, which may affect lease compliance (*Use additional pages if necessary):*

_____

_____

_____

The undersigned hereby certifies that all of the information contained in this questionnaire is accurate and correct.

TENANT

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D-3

ENVIRONMENTAL INFORMATION

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:12:52 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 042 - 10017 Folsom Blvd (Inactive 01.30.25).pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:05 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:31 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Success Vang <success.vang@hccts.org>

10017 Folsom Blvd

Success Vang <success.vang@hccts.org> Thu, Jan 16, 2025 at 8:00 AM
To: Rich Henning <rich.henning@hccts.org>

Hi Rich,

Sounds good, we'll stop making payments accordingly.

Thank you,

Success Vang

Accounts Payable Manager

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Thu, Jan 16, 2025 at 7:59 AM Rich Henning <rich.henning@hccts.org> wrote:

> Yes, that is correct.
>
> Rich

Rich Henning | Director of School Services

a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283 | **c:** 916.208.7522
w: hccts.org | "It's Never Too Late..."

facebook icon twitter icon youtube icon
linkedin icon instagram icon

HIGHLANDS
COMMUNITY CHARTER SCHOOL

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On Thu, Jan 16, 2025 at 7:51 AM Success Vang <success.vang@hccts.org> wrote:

> Hi Rich,
>
> As a follow up to our discussion yesterday, we are vacating 10017 Folsom by the end of January, correct?
>
> Thank you,

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Success Vang

Accounts Payable Manager

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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BUZZ OATES

Lease Commencement Agreement
(Dated for reference purposes only: **July 3, 2019**)

LANDLORD: **Buzz Oates LLC**, a California limited liability company, and **Buzz Oates Development, L.P.**, a California limited partnership **Highlands Community Charter and Technical Schools**, a California nonprofit public benefit corporation

TENANT: **Highlands Community Charter and Technical Schools**, a California nonprofit public benefit corporation

PREMISES: Suite 350 containing approximately 4,858 square feet of space, including 828 square feet of warehouse space, which Suite is the entire "Building" containing approximately 4,858 square feet commonly known by the street address of 10017 Folsom Boulevard, located in the City and County of Sacramento, State of California, with zip code 95827

For the Lease dated for reference purposes only **June 13, 2019** (the **"Lease"**) (Capitalized terms not defined herein shall have the meanings defined in the Lease)

This is to certify the following:

1. That Landlord delivered possession of the Premises to Tenant on **July 2, 2019**. That the Commencement Date of the Lease is **July 2, 2019**.

2. That the Lease Term will expire on **September 1, 2023**.

3. That Landlord has substantially completed all work to be performed by Landlord under the terms of the Lease (if any).

4. That Landlord has received from Tenant the following payments: (1) a security deposit in the amount of **$8,259.00**, and (2) **$8,987.00** as payment of Base Rent for the first month that Base Rent is due.

5. That as of the date hereof, the undersigned Tenant is entitled to no credit, offset or deduction in Base Rent or other rent (other than any period of free or discounted rent specifically set forth in Paragraph **1.5** of the Lease, if any).

6. Landlord is not in default or breach of any of Landlord's obligations under the Lease.

LANDLORD:

By: Buzz Oates Management Services, as authorized agent for Landlord

Stacy Ladd, Asset Manager

Date: July 10, 2019

TENANT:

Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation

By: _____
Its: EXECUTIVE DIRECTOR
Name: MJ MAYOCK SMITH

By: _____
Its: _____
Name: _____

Date: July ___, 2019

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STANDARD COMMERCIAL

MULTI-TENANT LEASE

GROSS

between

Buzz Oates Development, L.P., a California limited partnership, and **Buzz Oates LLC**, a California limited liability company

as "Landlord"

and

Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation

as "Tenant"

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STANDARD COMMERCIAL MULTI-TENANT LEASE—GROSS
Buzz Oates Management Services

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease **("Lease")**, dated for reference purposes only **June 13, 2019**, is made by and between **Buzz Oates LLC**, a California limited liability company, and **Buzz Oates Development, L.P.**, a California limited partnership (collectively, **"Landlord")** and **Highlands Community Charter and Technical Schools**, a California nonprofit public benefit corporation **("Tenant")**, (collectively the **"Parties,"** or individually a **"Party"**).

1.2(a) Premises: Suite 350 containing approximately 4,858 square feet of space, including 828 square feet of warehouse space, and all improvements therein or to be provided by Landlord under the terms of this Lease, which Suite is the entire "Building" containing approximately 4,858 square feet commonly known by the street address of 10017 Folsom Boulevard, located in the City and County of Sacramento, State of California, with zip code 95827, as outlined on **Exhibit A** attached hereto. In addition to Tenant's rights to use and occupy the Premises as hereinafter specified, Tenant shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the Building or to any other buildings in the Center (as defined below).

1.2(b) Center: Collectively, the Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, as depicted on **Exhibit A-1**. (Also see Paragraph 2.)

1.2(c) Parking: Pro rata share of vehicle parking spaces available to the Center, generally depicted on **Exhibit A-1**, of which five (5) parking spaces located immediately in front of the Premises shall be on a reserved basis **("Reserved Parking")** and the remaining pro rata share shall be unreserved (collectively, the **"Parking Spaces"**). Landlord shall, at its cost, "stencil" the Reserved Parking. Tenant hereby acknowledges and agrees that Landlord shall not be required to monitor nor police the Reserved Parking. **("Parking Spaces")**. (Also see Paragraph 2.6.)

1.3 Term:

(a) Original Term: Four (4) years and two (2) months, commencing upon mutual execution of this Lease, conditioned upon receipt by Landlord of the amounts set forth in Paragraph 1.6(a) and 1.7 below, together with proof of insurance required pursuant to Paragraph 8 below (the **"Commencement Date"**), and ending on the date which is fifty (50) months after the Commencement Date **("Expiration Date")**. Landlord currently anticipates that the Commencement Date will occur on July 1, 2019 (the **"Target Commencement Date"**). (Also see Paragraph 3.)

1.4 Intentionally Deleted.

1.5 Base Rent: Subject to proration and the other terms of Paragraph 4.1 below, the Base Rent set forth in the schedule below is payable on the first day of each month commencing on the Commencement Date.

Months 1 – 2	$0.00 per month
Months 3 – 14	$8,259.00 per month
Months 15 – 26	$8,502.00 per month
Months 27 – 38	$8,744.00 per month
Months 39 – 50	$8,987.00 per month

1.6 Base Rent Due Upon Execution: $8,259.00 as Base Rent for the first month that Base Rent is due.

1.7 Security Deposit: $8,987.00 **("Security Deposit").** The Security Deposit shall at all times equal the amount of Base Rent for the last month of the Term. (Also see Paragraph 5.)

1.8 Permitted Use: Operation of a public charter school providing education for adults, 22 years of age and older, to learn English, earn a high school diploma, receive technical job training and/or take citizenship classes, but excluding any use which is prohibited under Paragraph 6.1 below **("Permitted Use")**. (Also see Paragraph 6.)

1.9 Insuring Party: Landlord is the "Insuring Party." (Also see Paragraph 8.)

1.10(a) Real Estate Brokers: The following real estate broker(s) (collectively, the **"Brokers"**) and brokerage relationships exist in this transaction and are consented to by the Parties:
Collier's International and Buzz Oates Real Estate represents Landlord exclusively **("Landlord's Broker")**;
Cornish & Carey Commercial doing business as Newmark Cornish & Carey represents Tenant exclusively **("Tenant's Broker")**.
(Also see Paragraph 15.)

1.10(b) Payment to Brokers: Landlord shall pay to said Broker(s) jointly, or in such separate shares as they may mutually designate in writing, a fee as set forth in a separate written agreement between Landlord and said Broker(s).

1.10(c) Broker Disclosures and Representations: Tenant acknowledges receipt of the Broker Disclosures and Representations attached hereto as **Exhibit C** and made a part hereof. Landlord and Tenant acknowledge and agree that the provisions of the Broker Disclosures and Representations shall not modify or amend Landlord's and Tenant's rights and obligations under this Lease, nor create any rights or obligations for the Brokers.

1.11 Intentionally Deleted.

1.12 Exhibits: Attached hereto are Exhibits A through D, all of which constitute a part of this Lease.

2. Premises, Parking and Common Areas.

2.1 Letting. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the Term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of square footage set forth in this Lease, or that may have been used in calculating rental is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to revision whether or not the actual square footage is more or less.

2.2 Condition. Landlord shall deliver the Premises to Tenant broom clean and free of debris on the Commencement Date and warrants to Tenant that the existing plumbing, electrical systems, fire sprinkler system, lighting, air

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conditioning and heating systems and loading doors, if any, in the Premises, other than those constructed by Tenant, shall be in good operating condition on the Commencement Date. If a non-compliance with said warranty exists as of the Commencement Date, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant setting forth with specificity the nature and extent of such non-compliance, rectify same at Landlord's expense. If Tenant does not give Landlord written notice of a non-compliance with this warranty within thirty (30) days after the Commencement Date, correction of that non-compliance shall be the obligation of Tenant at Tenant's sole cost and expense. Provided, however, notwithstanding the preceding sentence, Landlord shall warrant the heating, air conditioning and ventilation system for the first ninety (90) days of the Lease Term. Notwithstanding anything in this Paragraph 2.2 to the contrary, Landlord does not warrant the fitness of the floor slab in the Premises for applying floor sealer, or otherwise for any specific floor requirements of Tenant. (For example, soil conditions may cause moisture to be present under the concrete slab or migrate through the slab, which may affect the sealer's performance.) Landlord shall have no liability for the failure of any sealant or other product applied to the floor slab.

2.3 Compliance with Covenants, Restrictions and Building Codes. Landlord warrants to Tenant that Landlord has no knowledge of any claim having been made by any governmental agency that a violation or violations of any applicable covenants or restrictions of record, applicable building codes, regulations, or ordinances exist with regard to the Premises as of the Commencement Date. Said warranties shall not apply to any Alterations or Utility Installations (defined in Paragraph 7.3(a)) made or to be made by Tenant. If the Premises do not comply with said warranties, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant given within six (6) months following the Commencement Date and setting forth with specificity the nature and extent of such non-compliance, take such action, at Landlord's expense, as may be reasonable or appropriate to rectify the non-compliance. Landlord makes no warranty that the Permitted Use in Paragraph 1.8 is permitted for the Premises under Applicable Laws (as defined in Paragraph 2.4). If any governmental authority should require any additional improvements, permits or approvals, under the Americans with Disabilities Act of 1990 or otherwise, due to Tenant's or its subtenants, employees, customers, or invitees, particular use, change in use or alterations or improvements requested or performed by Tenant, other than those improvements which are stated in this Lease, and other than requirements generally for buildings of this type, including without limitation, additional fire protection equipment or flow capacity, use permits, or zoning variances, such improvements or changes to the Premises shall be made at Tenant's sole expense.

2.4 Acceptance of Premises. Tenant hereby acknowledges: (a) that it has been advised by the Broker(s) to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical and fire sprinkler systems, security, environmental aspects, seismic and earthquake requirements), and compliance of the Premises with the Americans with Disabilities Act and applicable zoning, municipal, county, state and federal laws, ordinances and regulations and any covenants or restrictions of record (collectively, **"Applicable Laws"**), and the present and future suitability of the Premises for Tenant's intended use; (b) that Tenant has made such investigation as it deems necessary with reference to such matters, is satisfied with reference thereto, and assumes all responsibility therefore as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (c) that neither Landlord, nor any of Landlord's agents, has made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease.

2.5 Tenant as Prior Owner/Occupant. The warranties made by Landlord in this Paragraph 2 shall be of no force or effect if immediately prior to the date set forth in Paragraph 1.1 Tenant was the owner or occupant of the Premises. In such event, Tenant shall, at Tenant's sole cost and expense, correct any non-compliance of the Premises with said warranties.

2.6 Vehicle Parking; Prohibition of Outside Storage. Tenant shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(c) on those portions of the Common Areas designated from time to time by Landlord for parking. Tenant shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Vehicles other than Permitted Size Vehicles shall be parked and loaded or unloaded as directed by Landlord in the Rules and Regulations (as defined in Paragraph 35) issued by Landlord. (Also see Paragraph 2.9.)

(a) Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

(b) If Tenant permits or allows any of the prohibited activities described in this Paragraph 2.6, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

(c) Outside storage is strictly prohibited in the Common Areas. Parking areas, loading zones, and vacant property adjoining the Premises (together with any areas of the Center in which Tenant's employees, agents, or invitees park vehicles or otherwise congregate) are to be kept vacant and clean by Tenant. Landlord shall give Tenant seventy-two (72) hours written notice of the need to clean up or remedy any condition which may originate during the Term. In the event Tenant violates this provision and such violation continues for three (3) days after written notice to Tenant (or at any time with or without notice, if such failures endanger public health or safety), Landlord may remediate the condition and charge Tenant the cost thereof. Tenant shall not display or sell merchandise or allow carts, tables, portable signs, devices, or any other objects to be stored, displayed or to remain outside the defined exterior walls, roof or permanent doorways of the Premises, or in Building hallways, parking areas or sidewalks.

2.7 Common Areas - Definition. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Center and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways and landscaped areas.

2.8 Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Landlord shall have the right, without notice and in addition to such other rights and remedies that it may have, to remove the property and charge the cost of such removal to Tenant, which cost shall be immediately payable upon demand as additional rent.

2.9 Common Areas - Rules and Regulations. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable, non-discriminatory Rules and Regulations with respect thereto in accordance with Paragraph 35.

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Tenant agrees to abide by and conform to all such Rules and Regulations, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Center.

2.10 Common Areas - Changes. Provided that there is no material interference with Tenant's normal business operations, Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Center to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Center, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Center as Landlord may, in its sole discretion, deem to be appropriate.

3. Term.

3.1 Generally. Subject to the terms of Paragraph 3.3 below, the Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3. The Original Term and any extension thereof (if any) shall be referred to herein as the **"Term."**

3.2 Early Possession. If, with Landlord's consent, Tenant totally or partially occupies the Premises for any reason prior to the Target Commencement Date (the **"Early Possession Period"**), the obligation to pay Base Rent shall be abated for the period of such early occupancy. All other terms of this Lease, however, (including but not limited to the obligation to carry the insurance required by Paragraph 8) shall be in effect during the Early Possession Period. Any such early possession shall not affect nor advance the Expiration Date of the Original Term.

3.3 Delay In Possession. If for any reason Landlord cannot deliver possession of the Premises to Tenant by the Target Commencement Date, and such delivery delay is not due to a Tenant Delay, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease, or the obligations of Tenant hereunder, or extend the Term, but in such case, Tenant shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Tenant under the terms of this Lease until Landlord delivers possession of the Premises to Tenant. If possession of the Premises is not delivered to Tenant within ninety (90) days after the Target Commencement Date, Tenant may, at its option, by notice in writing to Landlord within ten (10) days after the end of said ninety (90) day period, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder; provided further, however, that if such written notice of Tenant is not received by Landlord within said ten (10) day period, Tenant's right to cancel this Lease hereunder shall terminate and be of no further force or effect. Except as may be otherwise provided, and regardless of when the original Term actually commences, if possession is not tendered to Tenant when required by this Lease and Tenant does not terminate this Lease, as aforesaid, the period free of the obligation to pay Base Rent, if any, that Tenant would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to the period during which the Tenant would have otherwise enjoyed under the terms hereof, but minus any days of delay caused by the acts, changes or omissions of Tenant. "Tenant Delay" means any act or omission of Tenant or its agents, employees, vendors or contractors that actually delays the Commencement Date, including, without limitation: (1) Tenant's failure to furnish information or approvals within any time period specified in this Lease; (2) Tenant's selection of equipment or materials that have long lead times; (3) changes requested or made by Tenant to previously approved plans and specifications; (4) performance of work in the Premises by Tenant or Tenant's contractor(s); or (5) delays occasioned by Tenant's failure to obtain a racking or high pile storage permit.

4. Rent.

4.1 Base Rent. Tenant shall pay Base Rent and other rent or charges, as the same may be adjusted from time to time, to Landlord in lawful money of the United States, without demand, offset or deduction, on or before the day on which it is due under the terms of this Lease. Base Rent and all other rent and charges for any period during the term hereof which is for less than one full month shall be prorated based upon the actual number of days of the month involved. Payment of Base Rent and other charges shall be made to Landlord at its address stated herein or to such other persons or at such other addresses as Landlord may from time to time designate in writing to Tenant.

4.2 Intentionally Deleted.

4.3 Rent Defined. All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be rent.

4.4 No "Key Money." Tenant agrees that Tenant's obligation to pay all sums owing under this Lease (including, without limitation, any sum payable prior to the Commencement Date, such as Base Rent paid upon execution pursuant to Subparagraph 1.6(a), or any Security Deposit under Paragraph 1.7, or any sum payable thereafter, such as Base Rent under Paragraph 1.5, or Landlord's costs and expenses incurred in connection with any proposed assignment or subletting pursuant to Subparagraph 12.2(e)) are clearly stated and are not violative of California Civil Code section 1950.8, and Tenant hereby waives the benefit of California Civil Code section 1950.8 and any similar or successor statute, judicial decision or other law that would allow Tenant to challenge Tenant's obligation to pay such sums on the basis that such sums constitute "key money" or other unlawful payments to Landlord.

4.5 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any ground lease, mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant (other than interest and attorneys' fees and costs). Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default or Breach with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Base Rent, then notwithstanding Paragraph 4.1 or any other provision of this Lease to the contrary, Base Rent shall, at Landlord's option, become due and payable quarterly in

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advance.

4.6 Interest on Past-Due Obligations. Any monetary payment due Landlord hereunder, other than late charges, not received by Landlord within ten (10) days following the date on which it was due, shall bear interest from the date due at the prime rate charged by Bank of America, plus four percent (4%) per annum, but not exceeding the maximum rate allowed by law, in addition to the potential late charge provided for in Paragraph 4.5. Acceptance of any late charge and/or interest shall not constitute a waiver of Tenant's Default or Breach with respect to the overdue sum or prevent Landlord from exercising any of its other rights and remedies under this Lease.

5. Security Deposit. Tenant shall deposit with Landlord upon execution hereof the Security Deposit set forth in Paragraph 1.7 of the Basic Provisions as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said Security Deposit for the payment of any rent or other charge in default for the payment of any other sum to which Landlord may become obligated by reason of Tenant's Default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said Security Deposit, Tenant shall within ten (10) days after written demand therefore deposit cash with Landlord in an amount sufficient to restore said Security Deposit to the full amount then required of Tenant. If the monthly Base Rent shall, from time to time, increase during the Term, Tenant shall, at the time of such increase, deposit with Landlord additional money as a Security Deposit so that the total amount of the Security Deposit held by Landlord shall at all times be equal to the amount of Base Rent for the last month of the Term. Landlord shall not be required to keep said Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, said Security Deposit, or so much thereof as has not heretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the Term, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said Security Deposit. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant, or to clean the Premises.

6. Use; Hazardous Substances; Applicable Requirements.

6.1 Permitted Use.

(a) Tenant shall use and occupy the Premises only for the Permitted Use set forth in Paragraph 1.8 and for no other purpose. Tenant shall not use or permit the use of the Premises in a manner that is unlawful (under either federal, state or local law), creates waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to the Premises, the Building, the Center, or neighboring premises or properties. Notwithstanding anything to the contrary in this Lease, the Premises shall not be used for the cultivation, storage, distribution or sale of marijuana, or as a cash security or storage serving any marijuana dispensary or other business serving any marijuana dispensary in more than an insignificant manner. Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent. Notwithstanding anything to the contrary in this Lease, Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent.

(b) Landlord hereby agrees to not unreasonably withhold or delay its consent to any written request by Tenant, Tenant's assignees or subtenants, and by prospective assignees and subtenants of Tenant, its assignees and subtenants, for a modification of said Permitted Use, so long as the same will not impair the structural integrity of the improvements on the Premises or in the Building or the mechanical or electrical systems therein, does not conflict with uses by other tenants, is not significantly more burdensome to the Premises, the Building or the Center and the improvements thereon, does not violate the terms of Landlord's financing documents and agreements (if any), and is otherwise permissible pursuant to this Paragraph 6. If Landlord elects to withhold such consent, Landlord shall within five (5) business days after such request give a written notification of same, which notice shall include an explanation of Landlord's reasonable objections to the change in use.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term **"Hazardous Substance"** as used in this Lease shall mean any substance: (i) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant or contaminant under any governmental statute, code, ordinance, regulation, rule or order, and any amendment thereto, including for example only the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., or (ii) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation. Tenant shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Paragraph 6.3). **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Laws require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but upon notice to Landlord and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Premises or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion deems necessary to protect itself, the public, the Premises, the Building, the Center and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasement) and/or the deposit of an additional Security Deposit under Paragraph 5 hereof.

(b) Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, the Building or the Center, other than as previously consented to by Landlord, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including but not limited to all such documents as may be involved in any Reportable Use involving the Premises. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system), the Building and/or the Center.

(c) Indemnification. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims,

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liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant or by anyone under Tenant's control. Tenant's obligations under this Paragraph 6.2(c) shall include, but not be limited to, the effects of any contamination or injury to any person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

(d) Hazardous Substance Conditions. In the event of an occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises (a **"Hazardous Substance Condition"**), unless Tenant is legally responsible therefore (in which case Tenant shall make the investigation and remediation thereof required by Applicable Requirements and this Lease shall continue in full force and effect, but subject to Landlord's rights under Paragraph 6.2(c) and Paragraph 13), Landlord may, at Landlord's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to investigate and remediate such condition exceeds twelve (12) times the then monthly Base Rent or $100,000 whichever is greater, give written notice to Tenant within thirty (30) days after receipt by Landlord of knowledge of the occurrence of such Hazardous Substance Condition of Landlord's desire to terminate this Lease as of the date sixty (60) days following the date of such notice. In the event Landlord elects to give such notice of Landlord's intention to terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's commitment to pay for the excess costs of (a) investigation and remediation of such Hazardous Substance Condition to the extent required by Applicable Requirements, over (b) an amount equal to twelve (12) times the then monthly Base Rent or $100,000, whichever is greater. Tenant shall provide Landlord with the funds required of Tenant or satisfactory assurance thereof within thirty (30) days following said commitment by Tenant. In such event this Lease shall continue in full force and effect, and Landlord shall proceed to make such investigation and remediation as soon as reasonably possible after the required funds are available. If Tenant does not give such notice and provide the required funds or assurance thereof within the time period specified above, this Lease shall terminate as of the date specified in Landlord's notice of termination.

6.3 Tenant's Compliance with Applicable Requirements. Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all **"Applicable Requirements,"** which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance, and (iv) the Americans with Disabilities Act of 1990 and all regulations issued thereunder) now in effect or which may hereafter come into effect. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Requirements.

6.4 Inspection; Compliance with Applicable Requirements. Landlord, Landlord's agents, employees, contractors and designated representatives, and the holders of any mortgages, deeds of trust or ground leases on the Premises **("Lenders")** shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Requirements (as defined in Paragraph 6.3), and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a Default or Breach of this Lease by Tenant or a violation of Applicable Requirements or a contamination, caused or materially contributed to by Tenant, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In such case, Tenant shall upon request reimburse Landlord or the Lender, as the case may be, for the costs and expenses of such inspections.

7. Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations.

7.1 Tenant's Obligations.

(a) Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance with Covenants, Restrictions and Building Codes), 7.2 (Landlord's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition and repair (whether or not such portion of the Premises requiring repair, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, without limiting the generality of the foregoing, in full compliance with the Applicable Requirements, including but not limited to the Americans with Disabilities Act of 1990 and all regulations issued thereunder, all equipment or facilities exclusively serving the Premises, such as plumbing, heating, air conditioning, ventilating, electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire hose connections if within the Premises, fire extinguishers as required by Applicable Requirements, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights, but excluding any items which are the responsibility of Landlord pursuant to Paragraph 7.2 below. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Notwithstanding the foregoing, upon written notice (or via email to tenantservices@buzzoates.com) Tenant may request that Landlord perform, at Tenant's sole cost, any necessary repairs or replacements of equipment or facilities exclusively serving the Premises (specifically excluding Tenant's trade fixtures, if any), including but not limited to the plumbing and electrical systems from the point of entry into the Premises and the heating, air condition and ventilation system. Tenant shall reimburse Landlord for the cost of any such necessary repair and replacement, together with an additional fee of fifteen percent (15%) for Landlord's property manager to monitor the work, within ten (10) days of receipt of an invoice therefor. Further, Landlord shall warrant the heating, air conditioning and ventilation system for the first ninety (90) days of the Lease Term.

(b) Tenant shall, at Tenant's sole cost and expense, procure and maintain a contract, with a contractor specializing and experienced in the inspection, maintenance and service of the heating, air conditioning and ventilation system for the Premises (such inspections and maintenance shall occur no less frequently than quarterly). Notwithstanding the foregoing, upon written notice (or via email to tenantservices@buzzoates.com) Tenant may request that Landlord procure and maintain such required contract and Tenant shall reimburse Landlord for the cost of same, together with an additional fee of fifteen percent (15%) for Landlord's property manager to monitor to manage the contract and work, within ten (10) days of receipt of an invoice therefor.

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(c) Tenant acknowledges that forklift trucks with hard rubber tires are designed for use on concrete surfaces and are intended for inside warehouse usage. The use of forklift trucks with hard rubber tires on asphalt surfaces can cause damage to the asphalt. In the event Tenant uses forklift trucks with hard rubber tires on asphalt surfaces and such asphalt is damaged as a result, Tenant shall, at its sole cost and expense, immediately repair such damage. If Tenant fails to repair such damage, Landlord may, in accordance with Paragraph 13.2 below, after ten (10) days' prior written notice to Tenant, perform such obligations on Tenant's behalf, and put the asphalt surface in good order, condition and repair.

(d) If Tenant fails to perform Tenant's obligations under this Paragraph 7.1, Landlord may, in accordance with Paragraph 13.2 below, enter upon the Premises after ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair.

7.2 Landlord's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance with Covenants, Restrictions and Building Code), 6 (Use), 7.1 (Tenant's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Landlord shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof and plumbing and electrical up to the point of entry to the Premises, fire sprinkler and/or standpipe and hose (if located in the Common Areas) or other automatic fire extinguishing system including fire alarm and/or smoke detection system and equipment, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof. Notwithstanding the foregoing, to the extent maintenance, repairs or replacements are required as a result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, contractors, licensees or invitees, Tenant shall pay to Landlord the costs of such maintenance, repairs and replacements, which costs shall be immediately payable upon demand as additional rent. Landlord shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Landlord be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Tenant expressly waives the benefit of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Building, Center or Common Areas in good order, condition and repair. Notwithstanding any language to the contrary herein and without creating any duty for Landlord to undertake any specific work, in the event Landlord elects to repaint the walls, replace the floor covering, or do any other repair, maintenance, remodeling, or refurbishing work in the Premises for any reason, Tenant shall remove Tenant's personal property, including Tenant's furniture, cubicles, room dividers, modular office furniture, equipment, computers and all computer-related equipment, and Tenant's personnel from the Premises, at Tenant's sole cost and expense, so that Landlord may complete Landlord's work as quickly and smoothly as possible during normal business hours.

7.3 Utility Installations, Trade Fixtures, Alterations.

(a) Definitions; Consent Required. The term **"Utility Installations"** is used in this Lease to refer to all air lines, power panels, electrical distribution, security, fire protection systems, communications systems, lighting fixtures, heating, ventilating and air conditioning equipment, plumbing, and fencing in, on or about the Premises. The term **"Trade Fixtures"** shall mean Tenant's machinery and equipment which can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements on the Premises which are provided by Landlord or Tenant under the terms of this Lease, other than Utility Installations or Trade Fixtures. **"Tenant-Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Tenant that are not yet owned by Landlord pursuant to Paragraph 7.4(a). Tenant shall not make nor cause to be made any Alterations or Utility Installations in, on, under or about the Premises without Landlord's prior written consent. Tenant may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without Landlord's consent but upon notice to Landlord, so long as (i) they are in full compliance with the Americans with Disabilities Act of 1990 and all regulations issued thereunder, (ii) they are not visible from the outside of the Premises, (iii) they do not involve puncturing, relocating or removing the roof or any existing walls, (iv) they do not change or interfere with the fire sprinkler or fire detection systems, (v) they do not otherwise involve the structure of the Building or the Building Systems and (vi) the cumulative cost thereof during the Term does not exceed $5,000.00.

(b) Consent. Any Alterations or Utility Installations that Tenant shall desire to make and which require the consent of the Landlord shall be presented to Landlord in written form with detailed plans. All consents given by Landlord, whether by virtue of Paragraph 7.3(a) or by subsequent specific consent, shall be deemed conditioned upon: (i) Tenant's acquiring all applicable permits required by governmental authorities; (ii) the furnishing of copies of such permits together with a copy of the plans and specifications for the Alteration or Utility Installation to Landlord prior to commencement of the work thereon; and (iii) the compliance by Tenant with all conditions of said permits in a prompt and expeditious manner. No approval or consent by Landlord shall be deemed or construed to be a representation or warranty by Landlord as to the adequacy, sufficiency, fitness or suitability thereof or compliance thereof with Applicable Requirements. Tenant shall reimburse Landlord upon demand for any expenses reasonably incurred by Landlord in connection with any Alterations or Utility Installations made by Tenant, including reasonable fees charged by Landlord's contractors or consultants to review plans and specifications prepared by Tenant and to update the existing as-built plans and specifications of the Building to reflect the Alterations or Utility Installations. Any Alterations or Utility Installations by Tenant during the Term shall be done in a good and workmanlike manner, with good and sufficient materials, and be in compliance with all Applicable Requirements. Tenant shall promptly upon completion thereof furnish Landlord with as-built plans and specifications therefore. Landlord may (but without obligation to do so) condition its consent to any requested Alteration or Utility Installation that costs $5,000.00 or more upon Tenant's providing Landlord with a lien and completion bond in an amount equal to one and one-half times the estimated cost of such Alteration or Utility Installation.

(c) Lien Protection. Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building and/or the Center or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on, or about the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. If any such lien attaches to the Premises, the Building and/or the Center or any interest therein, and Tenant does not cause the same to be released by payment, bonding or otherwise within ten (10) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released, and any sums expended by Landlord in connection therewith shall be payable by Tenant on demand with interest thereon from the date of expenditure by Landlord at the interest rate (provided for in Paragraph 4.6 - Interest on Past-Due Obligations). If Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to one and one-half times the amount of such contested lien claim or demand, indemnifying Landlord against liability for the same, as required by law for the holding of the Premises, the Building and/or the Center or any interest therein, free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in participating in such action if Landlord shall decide it is in its best interest to do so.

7.4 Ownership, Removal, Surrender, and Restoration.

(a) Ownership. Subject to Landlord's right to require their removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made to the Premises by Tenant shall be the property of and owned by Tenant, but considered

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a part of the Premises. Landlord may at any time elect in writing to be the owner of all or any specified part of the Tenant-Owned Alterations and Utility Installations. All Tenant-Owned Alterations and Utility Installations shall, at the expiration or earlier termination of this Lease, become the property of Landlord and remain upon the Premises and be surrendered with the Premises by Tenant, unless Landlord exercises its right to require removal as set forth in the following subparagraph.

(b) Removal. Unless otherwise agreed in writing, Landlord may require that any or all Tenant-Owned Alterations or Utility Installations be removed by the expiration or earlier termination of this Lease, notwithstanding that their installation may have been consented to by Landlord. Landlord may require the removal at any time of all or any part of any Alterations or Utility Installations made without the required consent of Landlord.

(c) Surrender/Restoration. Tenant shall surrender the Premises by the end of the last day of the Term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. Except as otherwise agreed or specified herein, the Premises, as surrendered, shall include the Alterations and Utility Installations. Tenant shall repair any damage occasioned by the installation, maintenance or removal of the Trade Fixtures, furnishings, equipment, personal property, and Tenant-Owned Alterations and Utility Installations, as well as the removal of any storage tank installed by or for Tenant, and the removal, replacement, or remediation of any soil, material or ground water contaminated by Tenant, all as may then be required by Applicable Requirements and/or good practice. The Trade Fixtures shall remain the property of Tenant and shall be removed by Tenant subject to its obligation to repair and restore the Premises per this Lease. If any removal required under this Paragraph 7.4 is not completed before the expiration or termination of the Term, Landlord shall have the right (but no obligation) to remove the same, and Tenant shall pay Landlord on demand for all costs of removal and storage thereof and for the rental value of the Premises for the period from the end of the Term through the end of the time reasonably required for such removal. Landlord shall also have the right to retain or dispose of all or any portion of such property if Tenant does not pay all such costs and retrieve the property within ten (10) days after notice from Landlord (in which event title to all such property described in Landlord's notice shall be transferred to and vest in Landlord). Tenant waives all claims against Landlord for any damage or loss to Tenant resulting from Landlord's removal, storage, retention, or disposition of any such property.

(d) Removal of Electrical and Telecommunications Wires.

(i) Landlord May Elect to Either Remove or Keep Wires. Notwithstanding anything in this Paragraph 7.4 to the contrary, within thirty (30) days after the expiration or sooner termination of the Lease or at any time that any of the Wires (as defined below) are no longer in active use by Tenant, Landlord may elect (**"Election Right"**) by written notice to Tenant to:

(aa) Retain any or all wires, cables, and similar installations appurtenant thereto (**"Wires"**) installed by Tenant within the Premises or anywhere in the Building outside the Premises, including, without limitation, the plenums or risers of the Building;

(bb) Remove any or all of the Wires and restore the Premises or the Building, as the case may be, to their condition existing prior to the installation of the Wires (**"Wire Restoration Work"**). Landlord, at its option, may perform such Wire Restoration Work at Tenant's sole cost and expense; or

(cc) Require Tenant to perform all or part of the Wire Restoration Work at Tenant's sole cost and expense.

(dd) Landlord shall be deemed to have elected to retain all telephone and related Wires unless Landlord specifically elects to have Tenant remove such Wires pursuant to Subparagraph 7.4(d)(i)(bb) or 7.4(d)(i)(cc) above.

(ii) Compliance with Laws and Discontinuance of Wire Use. Tenant shall comply with all applicable laws with respect to the Wires, subject to Landlord's right to elect to retain the Wires. In the event that Tenant discontinues the use of all or any part of the Wires, Tenant shall within thirty (30) days thereafter notify Landlord of same in writing, accompanied by a plan or other reasonable description of the current type, quantity, points of commencement and termination, and routes of the Wires to allow Landlord to determine if Landlord desires to retain same.

(iii) Condition of Wires. In the event Landlord elects to retain any or all of the Wires (pursuant to Subparagraph 7.4(d)(i)(aa) hereof), Tenant covenants that:

(aa) Tenant shall be the sole owner of the Wires, Tenant shall have the sole right to surrender the Wires, and the Wires shall be free of all liens and encumbrances; and

(bb) All Wires shall be left in good condition, working order, properly labeled and capped or sealed at each end and in each telecommunications/electrical closet and junction box, and in safe condition.

(iv) Landlord Retains Security Deposit. Notwithstanding anything to the contrary in Paragraph 5, Landlord may retain Tenant's Security Deposit after the expiration or sooner termination of the Lease until one of the following events has occurred with respect to all of the Wires:

(aa) Landlord elects to retain the Wires pursuant to Subparagraph 7.4(d)(i)(aa);

(bb) Landlord elects to perform the Wire Restoration Work pursuant to Subparagraph 7.4(d)(i)(bb) and the Wire Restoration Work is complete and Tenant has fully reimbursed Landlord for all costs related thereto; or

(cc) Landlord elects to require Tenant to perform the Wire Restoration Work pursuant to Subparagraph 7.4(d)(i)(cc) and the Wire Restoration Work is complete and Tenant has paid for all costs related thereto.

(v) Landlord Can Apply Security Deposit. In the event that Tenant fails or refuses to pay all costs of the Wire Restoration Work within thirty (30) days of Tenant's receipt of Landlord's notice requesting Tenant's reimbursement for or payment of such costs or otherwise fails to comply with the provisions of this Subparagraph 7.4(d), Landlord may apply all or any portion of Tenant's Security Deposit toward the payment of any costs or expenses relative to the Wire Restoration Work or Tenant's obligations under this Subparagraph 7.4(d).

(vi) No Limit on Right to Sue. The retention or application of such Security Deposit by Landlord pursuant to this Subparagraph 7.4(d) does not constitute a limitation on or waiver of Landlord's right to seek further remedy under law or equity.

(vii) Survival. The provisions of this Subparagraph 7.4(d) shall survive the expiration or sooner termination of the Lease.

(e) Fire System Modifications/Maintenance. Notwithstanding anything to the contrary contained in this Lease, under no circumstances shall Tenant, its employees, agents or contractors work on, disable, shut down, tamper with, reposition, relocate, reconfigure, alter, modify, repair, or otherwise affect, in any way, the existing automatic fire extinguishing system, including fire alarm and/or smoke detection systems and equipment or any component thereof (the **"Fire Systems"**). In the event that Tenant intends to engage in any work at the Premises which will affect the Fire Systems in any way, then Tenant shall notify Landlord in writing prior to performing such work. Tenant shall not proceed with such work unless and until Tenant receives written consent from Landlord or its property manager that such work may proceed. Landlord may condition its consent on the use of a contractor of Landlord's selection, in Landlord's absolute discretion, for that portion of the work which involves the Fire Systems.

8. Insurance; Indemnity.

8.1 Payment of Premiums. The cost of the premium for the insurance policies maintained by Landlord under this Paragraph 8 shall be paid by Landlord. Premiums for policy periods commencing prior to, or extending beyond, the Term shall be pro-rated accordingly. Tenant acknowledges that Landlord may obtain required insurance coverage through a blanket policy of

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insurance covering multiple properties (including the Premises). Tenant consents to Landlord's allocation of a portion of the blanket policy premium to the Premises so long as the portion of such premium allocated to the Premises is commercially reasonable.

8.2 Liability Insurance.

(a) Carried by Tenant. Subject to the requirements of Paragraph 8.5, Tenant shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million and No/100ths Dollars ($2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million and No/100ths Dollars ($2,000,000.00) annual general aggregate, and Two Million and No/100ths Dollars ($2,000,000.00) products and completed operations annual aggregate. Any self insured retention under Tenant's liability insurance policy shall not exceed Five Thousand and No/100ths Dollars ($5,000.00). Tenant's liability insurance policy or policies shall: (i) include premises and operations liability coverage, products and completed operations liability coverage, broad form property damage coverage, blanket contractual liability coverage including, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises, the Building or the Center; and (v) extend coverage to cover liability for the actions of Tenant's agents, employees, contractors, subtenants, assignees, licensees, transferees or representatives (collectively, "**Representatives**") or its guests, customers, or visitors (collectively, **"Visitors"**).

(b) Carried by Landlord. Landlord shall also maintain liability insurance with coverage amounts as described in Paragraph 8.2(a) above, in addition to and not in lieu of, the insurance required to be maintained by Tenant. Tenant shall not be named as an additional insured therein.

8.3 Landlord's Property Insurance-Building, Improvements and Rental Value.

(a) Building and Improvements. During the Term, Landlord shall maintain in effect insurance on the Building against "special form" perils (to the extent such coverages are available), with responsible insurers, insuring the Building and the Landlord Work (if any) in an amount equal to at least eighty percent (80%) of the replacement cost thereof, excluding land, foundations, footings and underground installations. Landlord may, but shall not be obligated to, carry insurance against additional perils and/or in greater amounts.

(b) Rental Value. Landlord shall also obtain and keep in force during the Term a policy or policies in the name of Landlord, with loss payable to Landlord and any Lender(s), insuring the loss of the full rental and other charges payable by all tenants of the Building to Landlord for one year (including any scheduled rental increases). Said insurance may provide that in the event the Lease is terminated by reason of an insured loss, the period of indemnity for such coverage shall be extended beyond the date of the completion of repairs or replacement of the Premises, to provide for one full year's loss of rental revenues from the date of any such loss. Said insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, and the amount of coverage shall be adjusted annually to reflect the projected rental income and other income, if any, otherwise payable, for the next 12-month period.

(c) Adjacent Premises. Tenant shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Center if said increase is caused by Tenant's acts, omissions, use or occupancy of the Premises.

(d) Tenant's Improvements. Since Landlord is the Insuring Party, Landlord shall not be required to insure Tenant-Owned Alterations and Utility Installations unless the item in question has become the property of Landlord under the terms of this Lease.

8.4 Tenant's Property Insurance. Subject to the requirements of Paragraph 8.5, Tenant at its cost shall maintain commercial property insurance providing coverage, at a minimum, for "special forms" perils on all of Tenant's personal property, Trade Fixtures and Tenant-Owned Alterations and Utility Installations in, on, or about the Premises. Such insurance shall be full replacement cost coverage with a deductible not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property and the restoration of Trade Fixtures and Tenant-Owned Alterations and Utility Installations. Upon request from Landlord, Tenant shall provide Landlord with written evidence that such insurance is in force.

8.5 Insurance Policies. Insurance required of Tenant hereunder shall be in companies duly licensed to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-VII, as set forth in the most current issue of "Best's Insurance Guide" or such other rating as may be required by a Lender. In addition, Tenant's policy of liability insurance shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its partners, property managers and Lenders; and (v) name Landlord, the property manager (currently Buzz Oates Management Services) and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, as additional insureds. Such additional insureds shall be provided the same extent of coverage as provided to Tenant under such policies. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Paragraph 8. Tenant shall cause to be delivered to Landlord on or before the earlier of the Early Possession Date or the Commencement Date, certificates evidencing the existence and amounts of, the insurance required under Paragraph 8.2(a) and 8.4. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Landlord. Tenant shall at least thirty (30) days prior to the expiration of such policies, furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages (whether in contract or in tort) against the other, for loss or damage to their property arising out of or incident to the perils required to be insured against under Subparagraph 8.3(a) and Paragraph 8.4. The effect of such releases and waivers of the right to recover damages shall not be limited by the amount of property insurance carried or required, or by any deductibles applicable thereto. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Landlord's negligence and/or breach of express warranties, Tenant shall indemnify, protect, defend and hold harmless Landlord and its agents, Landlord's master or ground lessor, partners and Lenders from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with: (a) the acts or omissions of Tenant, its Representatives and/or Visitors in or about the Center; (b) the occupancy of the Premises by Tenant; (c) the conduct of Tenant's business; (d) any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or

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about the Premises during the Term; (e) out of any Default or Breach by Tenant in the performance in a timely manner of any obligation on Tenant's part to be performed under this Lease; and (f) any construction or other work undertaken by Tenant on the Premises (including any design defects). The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Landlord) litigated and/or reduced to judgment. In case any action or proceeding be brought against Landlord by reason of any of the foregoing matters, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. Tenant's obligations under this Paragraph 8.7 shall survive the expiration or termination of the Lease.

8.8 Exemption of Landlord from Liability. Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, its Representatives and/or Visitors or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Tenant expressly acknowledges that this liability exemption is including any injury or damages that may arise due to the Premises being located in a flood hazard area. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord nor from the failure by Landlord to enforce the provisions of any other lease in the Center. Notwithstanding Landlord's negligence or breach of this Lease, Landlord shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom.

9. Damage or Destruction.

9.1 Landlord's Duty to Repair.

(a) If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Center from fire or other casualty then, unless either party is entitled to and elects to terminate this Lease pursuant to Paragraphs 9.2 and 9.3 hereof, Landlord shall, at its expense, use reasonable efforts to repair and restore the Premises and/or the Center, as the case may be, to substantially their former condition to the extent permitted by then Applicable Requirements; provided, however, that in no event shall Landlord have any obligation for repair or restoration beyond the extent of insurance proceeds received by Landlord for such repair or restoration, or for any of Tenant's personal property, Trade Fixtures, Tenant-Owned Alterations and Utility Installations.

(b) If Landlord is required or elects to repair damage to the Premises and/or the Center, this Lease shall continue in effect, but Tenant's Base Rent from the date of the casualty through the date of substantial completion of the repair shall be abated with regard to any portion of the Premises that Tenant is prevented from using by reason of such damage or its repair. In no event shall Landlord be liable to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty or by reason of any repairs to any part of the Center necessitated by such casualty.

9.2 Landlord's Right to Terminate. Landlord may elect to terminate this Lease following damage by fire or other casualty under the following circumstances:

(a) If, in the reasonable judgment of Landlord, the Premises and the Center cannot be substantially repaired and restored under Applicable Requirements within one (1) year from the date of the casualty;

(b) If, in the reasonable judgment of Landlord, adequate proceeds are not, for any reason, made available to Landlord from Landlord's insurance policies (and/or from Landlord's funds made available for such purpose, at Landlord's sole option) to make the required repairs;

(c) If the Building is damaged or destroyed to the extent that, in the reasonable judgment of Landlord, the cost to repair and restore the Building would exceed twenty-five percent (25%) of the full replacement cost of the Building, whether or not the Premises are at all damaged or destroyed; or

(d) If the fire or other casualty occurs during the last year of the Term.

If any of the circumstances described in subparagraphs (a), (b), (c) or (d) of this Paragraph 9.2 occur or arise, Landlord shall notify Tenant in writing of that fact within one hundred and twenty (120) days after the date of the casualty and in such notice Landlord shall also advise Tenant whether Landlord has elected to terminate this Lease as provided above.

9.3 Tenant's Right to Terminate. If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Center from fire or other casualty, then Tenant may elect to terminate this Lease under the following circumstances:

(a) Where Landlord fails to commence the required repair within one hundred and twenty (120) days after the date of the casualty, in which event Tenant may elect to terminate this Lease upon notice to Landlord given within ten (10) days after such one hundred and twenty (120)-day period; or

(b) In the circumstance described in Subparagraph 9.2(a) above; in which event Tenant may elect to terminate this Lease by giving Landlord notice of such election to terminate within thirty (30) days after Landlord's notice to Tenant pursuant to Paragraph 9.2 above.

9.4 Waiver. Landlord and Tenant each hereby waive the provisions of California Civil Code sections 1932(2), 1933(4) and any other applicable existing or future Applicable Requirements permitting the termination of a lease agreement in the event of damage or destruction under any circumstances other than as provided in Paragraphs 9.2 and 9.3 above.

10. Real Property Taxes.

10.1 Payment of Taxes. Landlord shall pay the Real Property Taxes, as defined in Paragraph 10.2, applicable to the Center.

10.2 Real Property Tax Definition. As used herein, the term **"Real Property Taxes"** shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary; any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal net income or estate taxes) imposed upon the Center by any authority having the direct or indirect power to tax, including any city, state or federal government; any school, agricultural, sanitary, fire, street, drainage, transit or traffic mitigation (including area-wide traffic improvement assessments and transportation system management fees), or other improvement district thereof, levied against any legal or equitable interest of Landlord in the Center or any portion thereof, Landlord's right to rent or other income therefrom, and/or Landlord's business of leasing the Premises; personal property taxes assessed on the personal property of Landlord used in the operation of the Center; service payments in lieu of taxes and taxes and assessments of every kind and nature whatsoever levied or assessed in addition to, in lieu of or in substitution for existing or additional real or personal property taxes on the Center or the personal property described above; and the reasonable cost of contesting by appropriate proceedings the amount or validity of any taxes, assessments or charges described above. The term **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring, or changes in Applicable Law taking effect, during the term of this Lease, including but not limited to a change in

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the ownership of the Center or in the improvements thereon, the execution of this Lease, or any modification, amendment or transfer thereof, and whether or not contemplated by the Parties. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.3 Additional Improvements. Notwithstanding Paragraph 10.1 hereof, Tenant shall, however, pay to Landlord the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Tenant or at Tenant's request.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Landlord from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Landlord's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Tenant's Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant-Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Tenant contained in the Premises or stored within the Center, whether any such imposition is levied directly against Tenant or levied against Landlord, the Building or the Center. When possible, Tenant shall cause its Tenant-Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's said property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant's property within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

11. Utilities.

11.1 Generally. Tenant shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, telephone, security, gas and cleaning of the Premises, together with any taxes thereon. If any such utilities or services are not separately metered to the Premises or separately billed to the Premises, Tenant shall pay to Landlord a reasonable proportion to be determined by Landlord of all such charges jointly metered or billed with other premises in the Building.

11.2 Service Failure. In the event of an interruption in or failure or inability to provide any services or utilities to the Premises or Building for any reason (a "**Service Failure**"), such Service Failure shall not, regardless of its duration, impose upon Landlord any liability whatsoever, constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease. Tenant hereby waives any benefits of any applicable existing or future law, including the provisions of California Civil Code section 1932(1), permitting the termination of this Lease due to such interruption, failure or inability.

11.3 Utility Providers. Landlord may, in Landlord's sole and absolute discretion, at any time and from time to time, contract, or require Tenant to contract, for utility services (including generation, transmission, or delivery of the utility service) with a utility service provider of Landlord's choosing. Tenant shall fully cooperate with Landlord and any utility service provider selected by Landlord. Tenant shall permit Landlord and the utility service provider to have reasonable access to the Premises and the utility equipment serving the Premises, including lines, feeders, risers, wiring, pipes, and meters. Tenant shall either pay or reimburse Landlord for all costs associated with any change of utility service, including the cost of any new utility equipment, within ten (10) days after Landlord's written demand for payment or reimbursement. Under no circumstances shall Landlord be responsible or liable for any loss, damage, or expense that Tenant may incur as a result of any change of utility service, including any change that makes the utility supplied less suitable for Tenant's needs, or for any failure, interference, or defect in any utility service. No such change, failure, interference, or defect shall constitute an actual or constructive eviction of Tenant, or entitle Tenant to any abatement of rent, or relieve Tenant from any of Tenant's obligations under this Lease.

12. Assignment and Subletting.

12.1 Landlord's Consent Required.

(a) Subject to subparagraph 12.1(f) below, Tenant shall not voluntarily or by operation of law assign, transfer, mortgage or otherwise transfer or encumber (collectively, "assign") or sublet all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent given under and subject to the terms of Paragraph 31. The parties hereto agree and acknowledge that, among other circumstances for which Landlord could reasonably withhold consent to a proposed assignment or sublease, it shall be reasonable for Landlord to withhold consent where (i) the proposed assignee or subtenant does not intend itself to occupy the entire portion of the Premises assigned or sublet, (ii) Landlord reasonably disapproves of the assignee's or subtenant's business operating ability or history, reputation or creditworthiness or the character of the business to be conducted by the assignee or subtenant at the Premises, (iii) the assignee or subtenant is a governmental agency or unit, (iv) the assignee or subtenant is an existing tenant in the Building or Center or a party with whom Landlord has negotiated to lease space in the Center within the preceding six (6) months, (v) the proposed transfer would violate any "exclusive" rights of any tenants in the Center, (vi) the rental and other consideration payable by the assignee or subtenant is less than that currently being paid by tenants under new leases of comparable space in the Center, (vii) Tenant is in default under this Lease, (viii) such assignee's or subtenant's proposed use is not permitted under Paragraph 6 hereof, (ix) such assignee's or subtenant's proposed use would increase the density of occupation in the Premises or use of the Building's parking facilities, (x) the assignment or sublease would result in there being more than two (2) separate entities or businesses occupying the Premises, (xi) the assignment or sublease would constitute a sub-sublease, or (xii) Landlord otherwise determines that the proposed assignment or sublease would have the effect of decreasing the value of the Building or increasing the expenses associated with operating, maintaining and repairing the Building or the Center. In no event may Tenant publicly offer or advertise all or any portion of the Premises for assignment or sublease at a rental less than that then sought by Landlord for a direct lease (non-sublease) of comparable space in the Building or the Center.

(b) A change in the control of Tenant shall constitute an assignment requiring Landlord's consent. The transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting control of Tenant shall constitute a change in control for this purpose.

(c) The involvement of Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, refinancing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Tenant's assets occurs, which results or will result in a reduction of the Net Worth of Tenant, as hereinafter defined, by an amount equal to or greater than twenty-five percent (25%) of such Net Worth of Tenant as it was represented to Landlord at the time of full execution and delivery of this Lease or at the time of the most recent assignment to which Landlord has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, at whichever time said Net Worth of Tenant was or is greater, shall be considered an assignment of this Lease by Tenant to which Landlord may reasonably withhold its consent. **"Net Worth of Tenant"** for purposes of this Lease shall be the net worth of Tenant (excluding any Guarantors) established under generally accepted accounting principles consistently applied.

(d) An assignment or subletting of Tenant's interest in this Lease without Landlord's specific prior written

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consent shall, at Landlord's option, be a Default curable after notice per Paragraph 13.1, or a non-curable Breach without the necessity of any notice and grace period. If Landlord elects to treat such unconsented to assignment or subletting as a non-curable Breach, Landlord shall have the right to either: (i) terminate this Lease in accordance with Paragraph 13.2 hereof, or (ii) upon thirty (30) days' written notice **("Landlord's Notice")**, increase the monthly Base Rent for the Premises to the greater of the then fair market rental value of the Premises, as reasonably determined by Landlord, or one hundred ten percent (110%) of the Base Rent then in effect. Pending determination of the new fair market rental value, if disputed by Tenant, Tenant shall pay the amount set forth in Landlord's Notice, with any overpayment credited against the next installment(s) of Base Rent coming due, and any underpayment for the period retroactively to the effective date of the adjustment being due and payable immediately upon the determination thereof. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Tenant shall be subject to similar adjustment to the then fair market value as reasonably determined by Landlord (without the Lease being considered an encumbrance or any deduction for depreciation or obsolescence, and considering the Premises at its highest and best use and in good condition) or one hundred ten percent (110%) of the price previously in effect, (ii) any index-oriented rental or price adjustment formulas contained in this Lease shall be adjusted to require that the base index be determined with reference to the index applicable to the time of such adjustment, and (iii) any fixed rental adjustments scheduled during the remainder of the Term shall be increased in the same ratio as the new rental bears to the Base Rent in effect immediately prior to the adjustment specified in Landlord's Notice.

(e) Tenant's remedy for any breach of this Paragraph 12.1 by Landlord shall be limited to compensatory damages and/or injunctive relief.

(f) Notwithstanding any of the above provisions of this Paragraph 12 to the contrary, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's written consent, but subject to all other provisions of this Lease, to any corporation or other entity which controls, is controlled by, or is under common control with Tenant, or to any corporation or other entity resulting from a merger or consolidation of Tenant (collectively, an **"Affiliate"**), subject to all the terms of this Lease (except only that Landlord shall not be entitled to terminate this Lease pursuant to Paragraph 12.2(i) below) upon such an assignment or sublease to an Affiliate, provided that (i) the Affiliate assumes in writing all of Tenant's obligations under this Lease, and (ii) the original entity executing this Lease as "Tenant" remains fully liable under this Lease, and (iii) Landlord receives written notification of such transfer and Landlord is provided with all relevant documents requested by Landlord, at least twenty (20) days prior to the effective date of such transfer, and (iv) Tenant is not then and has not been in Default under this Lease; (v) the intended transferee has a tangible net worth, as evidenced by financial statements delivered to Landlord and certified by an independent certified public accountant in accordance with generally accepted accounting principles that are consistently applied ("**Net Worth**"), at least equal to the Net Worth of Tenant (as defined in 12.1(c) above) either immediately before the proposed assignment or subletting or as of the date of this Lease, whichever is greater, and (vi) such transfer is not a subterfuge by Tenant to avoid its obligations under this Lease or the restrictions on assignment and subletting under this Paragraph 12.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Landlord's consent, any assignment or subletting shall not (i) be effective without the express written assumption by such assignee or subtenant of the obligations of Tenant under this Lease, (ii) release Tenant of any obligations hereunder, nor (iii) alter the primary liability of Tenant for the payment of Base Rent and other sums due Landlord hereunder or for the performance of any other obligations to be performed by Tenant under this Lease.

(b) Landlord may accept any rent or performance of Tenant's obligations from any person other than Tenant pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of any rent for performance shall constitute a waiver or estoppel of Landlord's right to exercise its remedies for the Default or Breach by Tenant of any of the terms, covenants or conditions of this Lease.

(c) The consent of Landlord to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Tenant or to any subsequent or successive assignment or subletting by the assignee or subtenant. However, Landlord may consent to subsequent subletting and assignments of the sublease or any amendments or modifications thereto without notifying Tenant or anyone else liable under this Lease or the sublease and without obtaining their consent, and such action shall not relieve such persons from liability under this Lease or the sublease.

(d) In the event of any Default or Breach of Tenant's obligation under this Lease, Landlord may proceed directly against Tenant, any Guarantor or anyone else responsible for the performance of the Tenant's obligations under this Lease, including any assignee or subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Landlord's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or subtenant, including but not limited to the intended use and/or required modification of the Premises, if any, together with a non-refundable deposit of $1,000 or ten percent (10%) of the monthly Base Rent applicable to the portion of the Premises which is the subject of the proposed assignment or sublease, whichever is greater, as reasonable consideration for Landlord's considering and processing the request for consent. Tenant agrees to provide Landlord with such other or additional information and/or documentation as may be reasonably requested by Landlord.

(f) Any assignee of, or subtenant under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed, for the benefit of Landlord, to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Tenant during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Landlord has specifically consented in writing.

(g) The occurrence of a transaction described in Paragraph 12.2(c) shall give Landlord the right (but not the obligation) to require that the Security Deposit be increased by an amount equal to six (6) times the then monthly Base Rent, and Landlord may make the actual receipt by Landlord of the Security Deposit increase a condition to Landlord's consent to such transaction.

(h) Landlord, as a condition to giving its consent to any assignment or subletting, may require that the amount and adjustment schedule of the rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises as then constituted, as determined by Landlord.

(i) Notwithstanding any of the above provisions of this Paragraph 12 to the contrary, if Tenant notifies Landlord that it desires to assign or sublet Tenant's interest in this Lease, Landlord, in lieu of consenting to such assignment or subletting, may elect (x) in the case of an assignment or a sublease of the entire Premises, to terminate this Lease, or (y) in the case of a sublease of less than the entire Premises, to terminate this Lease as it relates to the space proposed to be subleased by Tenant. In such event, this Lease will terminate (or the space proposed to be subleased will be removed from the Premises subject to this Lease and the Base Rent under this Lease shall be proportionately reduced) on the date the transfer was proposed to be effective, and Landlord may lease such space to any party, including the prospective transferee identified by Tenant.

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising

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from any sublease of all or a portion of the Premises heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations under this Lease; provided, however, that until a Breach (as defined in Paragraph 13.1) shall occur in the performance of Tenant's obligations under this Lease, Tenant may, except as otherwise provided in this Lease, receive, collect and enjoy the rents accruing under such sublease. Landlord shall not, by reason of the foregoing provision or any other assignment of such sublease to Landlord, nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a Breach exists in the performance of Tenant's obligations under this Lease, to pay to Landlord the rents and other charges due and to become due under the sublease. Subtenant shall rely upon any such statement and request from Landlord and shall pay such rents and other charges to Landlord without any obligation or right to inquire as to whether such Breach exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against such subtenant, or, until the Breach has been cured, against Landlord, for any such rents and other charges so paid by said subtenant to Landlord.

(b) In the event of a Breach by Tenant in the performance of its obligations under this Lease, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to such sublandlord or for any other prior defaults or breaches of such sublandlord under such sublease.

(c) Any matter or thing requiring the consent of the sublandlord under a sublease shall also require the consent of Landlord herein.

(d) No subtenant under a sublease approved by Landlord shall further assign or sublet all or any part of the Premises without Landlord's prior written consent.

(e) Landlord shall deliver a copy of any notice of Default or Breach by Tenant to the subtenant, who shall have the right to cure the Default of Tenant within the grace period, if any, specified in such notice. The subtenant shall have a right of reimbursement and offset from and against Tenant for any such Defaults cured by the subtenant.

13. Default; Breach; Remedies.

13.1 Default; Breach. Landlord and Tenant agree that if an attorney is consulted by Landlord in connection with a Tenant Default or Breach (as hereinafter defined), $350.00 is a reasonable minimum sum per such occurrence for attorneys' fees in the preparation of a notice of Default, and that Landlord may include the cost of such preparation, together with any and all costs of service of said notice, in said notice as rent due and payable to cure said Default. A **"Default"** by Tenant is defined as a failure by Tenant to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to Tenant under this Lease. A **"Breach"** by Tenant is defined as the occurrence of any one or more of the following Defaults, and, where a grace period for cure after notice is specified herein, the failure by Tenant to cure such Default prior to the expiration of the applicable grace period, and shall entitle Landlord to pursue the remedies set forth in Paragraphs 13.2 and/or 13.3:

(a) The vacating of the Premises without the intention to reoccupy same, or the abandonment of the Premises.

(b) Except as expressly otherwise provided in this Lease, the failure by Tenant to make any payment of Base Rent, or any other monetary payment required to be made by Tenant hereunder as and when due, the failure by Tenant to provide Landlord with reasonable evidence of insurance or surety bond required under this Lease, or the failure of Tenant to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of three (3) days following written notice thereof by or on behalf of Landlord to Tenant.

(c) Except as expressly otherwise provided in this Lease, the failure by Tenant to provide Landlord with reasonable written evidence (in duly executed original form, if applicable) of (i) compliance with Applicable Laws per Paragraph 2.4 and Applicable Requirements per Paragraph 6.3, (ii) the inspection, maintenance and service contract required under Subparagraph 7.1(b), (iii) the rescission of an unauthorized assignment or subletting per Paragraph 12.1, (iv) an estoppel certificate per Paragraph 16, (v) the subordination or non-subordination of this Lease per Paragraph 26, (vi) the guaranty of the performance of Tenant's obligations under this Lease if required under Paragraphs 1.11 and 32, (vii) the execution of any document requested under Paragraph 37, or (viii) any other documentation or information which Landlord may reasonably require of Tenant under the terms of this Lease, where any such failure continues for a period of ten (10) days following written notice by or on behalf of Landlord to Tenant.

(d) A Default by Tenant as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 35 hereof that are to be observed, complied with or performed by Tenant, other than those described in Subparagraphs 13.1 (a), (b) or (c), above, where such Default continues for a period of thirty (30) days after written notice thereof by or on behalf of Landlord to Tenant; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach of this Lease by Tenant if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) Tenant ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; (iv) all or substantially all of Tenant's assets are subject to judicial seizure or attachment and are not released within thirty (30) days; or (v) Tenant consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Tenant or for all or any substantial part of Tenant's assets.

(f) The discovery by Landlord that any financial statement of Tenant or of any Guarantor, given to Landlord by Tenant or any Guarantor, was materially false.

(g) If the performance of Tenant's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such Guaranty, (iii) a Guarantor becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the Guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory breach basis, and Tenant's failure, within sixty (60) days following written notice by or on behalf of Landlord to Tenant of any such event, to provide Landlord with written alternative assurances of security, which, when coupled with the then existing resources of Tenant, equals or exceeds the combined financial resources of Tenant and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Tenant fails to perform any affirmative duty or obligation of Tenant under this Lease, within ten (10) days after written notice to Tenant (or in case of an emergency, without notice), Landlord may at its option (but without obligation to do so), perform such duty or obligation on Tenants behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Landlord shall be due and payable by Tenant to Landlord upon invoice therefor. If any check given to Landlord by Tenant shall not be honored by the bank upon which it is drawn, Landlord, at its own option, may require all future payments to be made under this Lease by Tenant to be made only by cashier's check. In the event of a Breach of this Lease by Tenant (as defined in Paragraph 13.1), with or without further notice or demand, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to relet the Premises, reletting of the Premises for Tenant's account, storage of

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Tenant's personal property and Trade Fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Paragraph, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code section 1951.2 and any other applicable existing or future law providing for recovery of damages for such Breach, including: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired term of this Lease; and (v) any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law. The worth at the time of award of the amount referred to in provisions (i) through (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco or the Federal Reserve Bank District in which the Premises are located at the time of award plus one percent (1%), but in no case greater than the maximum amount of interest permitted by law. Efforts by Landlord to mitigate damages caused by Tenant's Default or Breach of this Lease shall not waive Landlord's right to recover damages under this Paragraph 13.2. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit for such rent and/or damages. If a notice and grace period required under Subparagraph 13.1(b), (c) or (d) was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required by Subparagraph 13.1(b), (c) or (d). In such case, the applicable grace period under the unlawful detainer statue shall run concurrently after the one such statutory notice, and the failure of Tenant to cure the Default within the greater of the two (2) such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Landlord to the remedies provided for in this Lease and/or by said statute.

(b) Landlord may continue the Lease and Tenant's right to possession in effect (under California Civil Code section 1951.4) after Tenant's Breach and recover the rent as it becomes due, provided Tenant has the right to sublet or assign, subject only to reasonable limitations. Landlord and Tenant agree that the limitations on assignment and subletting in this Lease are reasonable. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession.

(c) Landlord may pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located.

(d) The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's use and/or occupancy of the Premises.

(e) Acceptance of a partial payment shall not constitute a waiver under this Lease or at law or equity, including, without limitation, the right to recover possession of the Premises.

13.3 Inducement Recapture In Event of Breach. Any agreement by Landlord for free or abated rent or other charges applicable to the Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, or any Option (as defined in Paragraph 34 below), so given, or any inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"** shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the Term. Upon the occurrence of a Breach (as defined in Paragraph 13.1) of this Lease by Tenant, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, and recoverable by Landlord, as additional rent due under this Lease, notwithstanding any subsequent cure of said Breach by Tenant. The acceptance by Landlord of rent or the cure of the Breach which initiated the operation of this Paragraph 13.3 shall not be deemed a waiver by Landlord of the provisions of this Paragraph 13.3 unless specifically so stated in writing by Landlord at the time of such acceptance.

13.4 Assignments and Subleases of Tenant. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Paragraph 13, Landlord shall have the right to terminate any and all assignments and subleases entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such assignments or subleases. In the event of Landlord's election to succeed to Tenant's interest in any such assignments or subleases, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises, or more than twenty-five percent (25%) of the portion of the Common Areas designated for Tenant's parking, is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of Base Rent shall occur if the condemnation does not apply to any portion of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution of value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any compensation, separately awarded to Tenant for Tenant's relocation expenses and/or loss of the Trade Fixtures. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of its net severance damages received, over and above Tenant's share of the legal and other expenses incurred by Landlord in the condemnation matter, repair any damage to the Premises caused by such condemnation authority. In no event shall Landlord have any obligation to repair or replace any improvements in the Premises beyond the amount of the net severance damages received by Landlord for such repair or to repair or replace any of Tenant's personal property, Trade Fixtures, Alterations or Utility Installations. Tenant shall be responsible for the payment of any amount in excess of such net severance damages required to complete such repair. Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure section 1265.130 and any other applicable existing or future law allowing either party to petition for a termination of this Lease upon a

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partial taking of the Premises and/or the Center.

15. Brokers. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder other than as named in Paragraph 1.10(a) in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity other than said named Broker(s) is entitled to any commission or finder's fee in connection with said transaction. Tenant and Landlord do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and/or attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates and Financial Statements.

16.1 Estoppel Certificates. Within ten (10) days after written request therefor, Tenant shall execute and deliver to Landlord, in a form provided by or satisfactory to Landlord, a certificate stating that this Lease is in full force and effect, describing any amendments or modifications hereto, acknowledging that this Lease is subordinate or prior, as the case may be, to any Security Device (as defined in Paragraph 26.1 below and stating any other information Landlord may reasonably request, including the Term, the monthly Base Rent, the date to which Rent has been paid, the amount of any Security Deposit or prepaid rent, whether either party hereto is in default under the terms of the Lease, and whether Landlord has completed its construction obligations hereunder (if any), and providing such other information concerning this Lease or the Premises as Landlord may reasonably request. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Center shall be entitled to rely upon any such certificate. If Tenant fails to deliver such certificate within ten (10) days after Landlord's second written request therefor, Tenant shall be liable to Landlord for any damages incurred by Landlord including any profits or other benefits from any financing of the Center or any interest therein which are lost or made unavailable as a result, directly or indirectly, of Tenant's failure or refusal to timely execute or deliver such estoppel certificate.

16.2 Financial Statement. If Landlord desires to finance, refinance, or sell the Premises, the Building or the Center, or any part thereof, Tenant and Guarantor(s) shall deliver to any potential lender or purchaser designated by Landlord such financial statements of Tenant and Guarantor(s) as may be reasonably required by such lender or purchaser, including but not limited to Tenant's financial statements for the past three (3) years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Landlord's Liability. The term **"Landlord"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. In the event of a transfer of Landlord's title or interest in the Premises or in this Lease, Landlord shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Landlord at the time of such transfer or assignment. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Landlord shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Landlord. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Landlord shall be binding only upon the Landlord as hereinabove defined. Notwithstanding any other term or provision of this Lease, the liability of Landlord for its obligations under this Lease is limited solely to Landlord's interest in the Building as the same may from time to time be encumbered, and no personal liability shall at any time be asserted or enforceable against any other assets of Landlord or against Landlord's partners or members or its or their respective partners, trustees, shareholders, members, directors, officers or managers on account of any of Landlord's obligations or actions under this Lease.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

20. Notices.

20.1 Notice Requirements. All notices, demands, requests, consents or approvals required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by electronic mail (provided such electronic mail notice shall only be valid if followed with a notice sent in one of the other methods specified above), and shall be deemed sufficiently given if served in a manner specified in this Paragraph 20. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notice purposes. Either Party may by written notice to the other specify a different address for notice purposes, except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for the purpose of mailing or delivering notices to Tenant. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by written notice to Tenant. If Tenant sublets the Premises, notices from Landlord shall be effective on the subtenant when given to Tenant pursuant to this Paragraph. Notwithstanding any provision of this Lease to the contrary, if this Lease (or any rider, addendum or subsequent amendment hereto) grants Tenant any Option (as defined in Paragraph 34 below), the exercise of such Option shall be valid only if Landlord actually receives written notice thereof from Tenant by the date that such Option expires.

20.2 Date of Notice. Any notice delivered personally or sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery (or refusal of delivery or receipt). If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. Notice given by electronic mail in accordance with the terms of hereof will be deemed to be received on the business day of delivery if transmitted during business hours or the next business day if after business hours. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

20.3 Replacement of Statutory Notice Requirements. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by Paragraph 20.1 shall replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure section 1162 or any similar or successor statute.

21. Waivers. No provisions of this Lease shall be deemed waived by Landlord or Tenant unless such waiver is in a writing signed by the waiving party. No waiver by Landlord of the Default or Breach of any term, covenant or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Tenant of the

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same or any other term, covenant or condition hereof. Landlord's consent to, or approval of, any such act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Landlord's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Landlord shall not be a waiver of any Default or Breach by Tenant of any provision hereof. Any payment given Landlord by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment.

22. No Right to Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant (directly or through any assignee, subtenant, transferee or other successor-in-interest of Tenant) remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Base Rent during Tenant's holding over shall be one hundred twenty five percent (125%) of the Base Rent payable in the last full month prior to such holding over. Acceptance by Landlord of rent after such termination shall not constitute a renewal of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law. Tenant shall indemnify, defend and hold Landlord harmless from and against all claims arising or resulting directly or indirectly from Tenant's failure to timely surrender the Premises, including (i) any rent payable by or any loss, cost, or damages claimed by any prospective tenant of the Premises, and (ii) Landlord's damages as a result of such prospective tenant rescinding or refusing to enter into the prospective lease of the Premises by reason of such failure to timely surrender the Premises.

23. Cumulative Remedies. No remedy or election of Landlord hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. Independent Covenants. This Lease shall be construed as though the covenants of Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof.

25. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the County in which the Premises are located.

26. Subordination; Attornment.

26.1 Subordination. This Lease and any Option (as defined in Paragraph 34 below) granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that the Lenders holding any such Security Device shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease, but that in the event of Landlord's default with respect to any such obligation, Tenant will give any Lender whose name and address have been furnished Tenant in writing for such purpose notice of Landlord's default. If any Lender shall elect to have this Lease granted hereby superior to the lien of its Security Device and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

26.2 Attornment. In the event that Landlord transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) provided such new owner is willing to not disturb Tenant so long as Tenant is not in Default, Tenant shall attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new lease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Landlord shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which tenant might have against any prior landlord; (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Tenant waives its right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease as a result of any sale of the Premises or the foreclosure or termination of any Security Device.

26.3 Non-Disturbance. With respect to Security Devices entered into by Landlord after the execution of this Lease, Landlord shall use reasonable, good faith efforts to obtain a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from its Lender which provides that Tenant's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Tenant is not in Default hereof and attorns to the record owner of the Premises. Tenant acknowledges that the Non-Disturbance Agreement may contain the limitations on liability of the succeeding owner set forth in Paragraph 26.2 above, and will be in the form that the Lender typically provides tenants such as Tenant, taking into account the terms of this Lease, the creditworthiness of Tenant and such criteria as its Lender customarily applies. Such Non-Disturbance Agreement may provide, among other things, that (i) such Lender shall be entitled to receive notice of any Landlord default under this Lease plus a reasonable opportunity to cure such default; (ii) such Lender shall not be bound by any modification or amendment to this Lease, or any cancellation or surrender of this Lease, without such Lender's consent, (iii) such Lender shall not be bound by any obligation under this Lease or any agreement to perform or pay for any improvements to the Premises; and (iv) such Lender or any successor landlord shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Tenant might have against any prior landlord; (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Landlord shall have no obligation to negotiate the terms of the Non-Disturbance Agreement on Tenant's behalf, or to incur any legal fees or other out-of-pocket expenses in obtaining the Non-Disturbance Agreement.

26.4 Self-Executing. The agreements contained in this Paragraph 26 shall be effective without the execution of any further documents; provided, however, that upon written request from Landlord or a Lender in connection with a sale, financing or refinancing of Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as is provided for herein.

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27. Attorneys' Fee. If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term **"Prevailing Party"** shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

28. Landlord's Access; Showing Premises. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or tenants. Landlord may, at any time, place on or about the Premises, the Building or the Center any ordinary "For Sale" and "For Lease" signs. All such activities of Landlord shall be without abatement of rent or liability to Tenant.

29. Signs. Tenant shall not place any sign upon the exterior of the Premises or the Building or in the Common Areas, except that Tenant may, with Landlord's prior written consent, install (but not on the roof) such signs as are reasonably required to advertise Tenant's own business so long as such signs are in a location designated by Landlord and comply with Applicable Requirements and the signage criteria or guidelines established for the Center by Landlord. The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of Paragraph 7 (Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations). Unless otherwise expressly agreed herein, Landlord reserves all rights to the use of the roof of the Building, and the right to install advertising signs on the Building, including the roof, which do not unreasonably interfere with the conduct of Tenant's business. Landlord shall be entitled to all revenues from such advertising signs.

30. Termination; Merger. Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Breach by Tenant, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Landlord shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subtenancies. Landlord's failure within ten (10) days following any such event to make a written election to the contrary by written notice to the holder of any such subtenancy interest, shall constitute Landlord's election to have such event constitute the termination of such interest.

31. Consents.

(a) Except for Paragraph 6.1 hereof (Permitted Use) or as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Landlord's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Tenant for any Landlord consent pertaining to this Lease or the Premises, including but not limited to consents to an assignment a subletting or the presence or use of a Hazardous Substance, shall be paid by Tenant to Landlord upon receipt of an invoice and supporting documentation therefor. In addition to the deposit described in Paragraph 12.2(e), Landlord may, as a condition to considering any such request by Tenant, require that Tenant deposit with Landlord an amount of money (in addition to the Security Deposit held under Paragraph 5) reasonably calculated by Landlord to represent the cost Landlord will incur in considering and responding to Tenant's request. Any unused portion of said deposit shall be refunded to Tenant without interest. Landlord's consent to any act, assignment of this Lease or subletting of the Premises by Tenant shall not constitute an acknowledgment that no Default or Breach by Tenant of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Landlord at the time of such consent.

(b) All conditions to Landlord's consent authorized by this Lease are acknowledged by Tenant as being reasonable. The failure to specify herein any particular condition to Landlord's consent shall not preclude the impositions by Landlord at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given.

(c) If it is determined that Landlord failed to give its consent where it was required to do so under this Lease, Tenant shall be entitled to injunctive relief but shall not to be entitled to monetary damages or to terminate this Lease for such failure. Without limiting the generality of the foregoing, if Tenant claims that Landlord has unreasonably withheld or delayed its consent under Paragraph 12 of this Lease with respect to any proposed assignment or subletting, Tenant's sole remedy shall be an injunction for the relief sought, and Tenant waives the benefit of the remedies provided under Civil Code section 1995.310, and any similar or successor statute, judicial decision or other law that purports to allow Tenant to terminate this Lease or to seek damages under such circumstances.

32. Intentionally Deleted.

33. Quiet Possession. Upon payment by Tenant of the rent for the Premises and the performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease, including, without limitation, Paragraph 26 (Subordination and Attornment).

34. Options.

34.1 Definition. As used in this Lease, the word **"Option"** has the following meaning: (a) the right to extend the term of this Lease or to renew this Lease or to extend or renew any lease that Tenant has on other property of Landlord; (b) the right of first refusal to lease the Premises or the right of first offer to lease the Premises or the right of first refusal to lease other property of Landlord or the right of first offer to lease other property of Landlord; (c) the right to purchase the Premises, or the right of first refusal to purchase the Premises, or the right of first offer to purchase the Premises, or the right to purchase other property of Landlord, or the right of first refusal to purchase other property of Landlord, or the right of first offer to purchase other property of Landlord.

34.2 Options Personal to Original Tenant. Each Option granted to Tenant in this Lease is personal to the original Tenant named in Paragraph 1.1 hereof, and cannot be voluntarily or involuntarily assigned or exercised by any person or entity other than said original Tenant while the original Tenant is in full and actual possession of the Premises and without the intention of thereafter assigning or subletting. The Options, if any, herein granted to Tenant are not assignable, either as a part of an assignment of this Lease or separately or apart therefrom, and no Option may be separated from this Lease in any manner, by reservation or otherwise.

34.3 Multiple Options. In the event that Tenant has any multiple Options to extend or renew this Lease, a later option cannot be exercised unless the prior options to extend or renew this Lease have been validly exercised.

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34.4 Effect of Default on Options.

(a) Tenant shall have no right to exercise an Option, notwithstanding any provision in the grant of Option to the contrary: (i) during the period commencing with the giving of any notice of Default under Paragraph 13.1 and continuing until the noticed Default is cured, or (ii) during the period of time any monetary obligation due Landlord from Tenant is unpaid (without regard to whether notice thereof is given Tenant), or (iii) during the time Tenant is in Breach of this Lease, or (iv) in the event that Landlord has given to Tenant three (3) or more notices of separate Defaults under Paragraph 13.1 during the twelve (12) month period immediately preceding the exercise of the Option, whether or not the Defaults are cured.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise an Option because of the provisions of Paragraph 34.4(a).

(c) All rights of Tenant under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, after such exercise and during the term of this Lease, (i) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or (ii) Landlord gives to Tenant three (3) or more notices of separate Defaults under Paragraph 13.1 during any twelve (12) month period, whether or not the Defaults are cured, or (iii) if Tenant commits a Breach of this Lease.

34.5 Construction. The provisions of this Paragraph 34 shall apply only if Tenant is specifically granted an option under a separate provision of this Lease. In no event shall this Paragraph 34 be construed as granting Tenant an option if no such separate provision exists.

35. Rules and Regulations. Tenant agrees that it will abide by, and keep and observe all reasonable, non-discriminatory rules and regulations (**"Rules and Regulations"**) which Landlord may make from time to time for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Center and their invitees.

36. Security Measures. Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of the Premises, Tenant, its Representatives and Visitors and their property from the acts of third parties. Subject to Landlord's prior written approval, which approval may be withheld or conditioned in Landlord's sole and absolute discretion, and Tenant's compliance with the provisions of Paragraph 7.3 above, Tenant may, at its sole cost and expense, install cameras or similar security equipment or a security system (**"Security System"**) in, on or around the Premises; provided however, no such Security System shall interfere with or infringe upon the rights of the other tenants of the Building or Center. Tenant shall be solely responsible, at its sole cost and expense, for any necessary maintenance, repair or replacement of the Security System. Any such Security System shall be used and operated in compliance with all Applicable Laws. Tenant agrees that in no event shall Landlord, or its agents, employees, contractors and representatives, have any liability or responsibility for the operation or effectiveness of the Security System. Tenant acknowledges that the indemnification obligation set forth in Paragraph 8.7 of this Lease shall include an obligation to defend and indemnify Landlord against any liability, injury or damage arising out of Tenant's installation, use, operation or removal of any such Security System.

37. Reservations. Landlord reserves the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights of way, utility raceways, and dedications that Landlord deems necessary, and to cause the recordation of parcel maps, covenants, conditions and restrictions, as long as such easements, rights of way, utility raceways, dedications, maps, covenants, conditions and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easement rights, dedication, map or restrictions.

38. Authority. If either Party hereto is a corporation, trust, general or limited partnership or a limited liability company, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If Tenant is a corporation, trust, general or limited partnership or a limited liability company, Tenant shall, within thirty (30) days after request by Landlord, deliver to Landlord evidence satisfactory to Landlord of such authority.

39. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

40. Offer. Preparation of this Lease by either Landlord or Tenant or Landlord's agent or Tenant's agent and submission of same to Tenant or Landlord shall not be deemed an offer to lease.

41. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. The Parties shall amend this Lease from time to time to reflect any adjustments that are made to the Base Rent or other rent payable under this Lease.

42. Multiple Parties. Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Landlord or Tenant, the obligations of such multiple parties shall be the joint and several responsibility of all such persons or entities named herein as such Landlord or Tenant.

43. Entry, Inspection and Closure. Upon reasonable oral or written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance or repair of the Premises or the Building that Landlord has the right or obligation to perform, to install or repair improvements for other tenants where access to the Premises is required for such installation or repair, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, or to do any other act or thing necessary for the safety or preservation of the Premises or the Building. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, elevators or other facilities in the Building without liability to Tenant by reason of such closure. Landlord shall conduct its activities under this Paragraph 43 in a manner that will minimize inconvenience to Tenant without incurring additional expense to Landlord. In no event shall Tenant be entitled to an abatement of rent on account of any entry by Landlord, and Landlord shall not be liable in any manner for any inconvenience, loss of business or other damage to Tenant or other persons arising out of Landlord's entry on the Premises in accordance with this Paragraph 43. No action by Landlord pursuant to this Paragraph 43 shall constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease.

44. Force Majeure. If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood,

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excessive rain or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

45. Drafting. The Parties agree that this Lease is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other language of any kind shall not be construed against the drafting party in accordance with California Civil Code section 1654, and that each such Party to this Lease waives the effect of such statute.

46. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

47. Entire Agreement. This Lease, including the Exhibits and any Addenda attached hereto, and the documents referred to herein, if any, constitute the entire agreement between Landlord and Tenant with respect to the leasing of the Premises by Tenant in the Building, and supersede all prior or contemporaneous agreements, understandings, proposals and other representations by or between Landlord and Tenant, whether written or oral. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Center or this Lease except as expressly set forth herein.

48. WAIVER OF JURY TRIAL. LANDLORD AND TENANT EACH ACKNOWLEDGE THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY, AND EACH PARTY DOES HEREBY EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

49. Limitation of Actions Against Landlord. Any claim, demand or right of any kind by Tenant which is based upon or arises in connection with this Lease shall be barred unless Tenant commences an action thereon within six (6) months after the date that the act, omission, event or default, upon which the claim, demand or right arises, has occurred.

50. Nondisclosure of Lease Terms. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its partners, officers, directors, employees and attorneys, shall not intentionally and voluntarily disclose the terms and conditions of this Lease to any other tenant or apparent prospective tenant of the Building or the Center, either directly or indirectly, without the prior written consent of Landlord, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease.

51. Prior Drafts. If the Parties delete any provision appearing in any prior drafts of this Lease, this Lease shall be interpreted as if the deleted language were never part of this Lease.

52. Changes Requested By Lender. If, in connection with obtaining financing for the Building and/or the Center or any portion thereof, Landlord's Lender requests reasonable modifications in this Lease as a condition to the financing, Tenant will not unreasonably withhold or delay its consent, provided that the modifications do not materially increase the obligations of Tenant or materially and adversely affect the leasehold interest created by this Lease.

53. CASp Inspection Disclosure. Landlord hereby advises Tenant that to Landlord's actual knowledge the Premises has not undergone an inspection by a certified access specialist (CASp). Except to the extent expressly set forth elsewhere in the Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises or the Center in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

> "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)].

Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord's prior written consent.

54. Energy Disclosure. Tenant agrees to cooperate with any energy consumption disclosure requirements imposed on Landlord and with the requirements under any existing or future energy conservation or sustainability programs applicable to the Building, including without limitation those of the U.S. Green Building Council's LEED rating system, or which may be imposed on Landlord by law. Tenant shall within five (5) days after receipt of Landlord's written request therefor, provide any and all written consents to utility companies providing services to the Building required to authorize such utility companies to release energy usage data for Tenant's Premises to or for the use of Landlord, or to such other sites or parties as required for Landlord's compliance with the applicable program.

55. Miscellaneous. The determination that any provisions hereof may be void, invalid, illegal or unenforceable shall not impair any other provisions hereof and all such other provisions of this Lease shall remain in full force and effect. The unenforceability, invalidity or illegality of any provision of this Lease under particular circumstances shall not render unenforceable, invalid or illegal other provisions of this Lease, or the same provisions under other circumstances. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. When required by the context of this Lease, the singular includes the plural. Wherever the term "including" is used in this Lease, it shall be interpreted as meaning "including, but not limited to" the matter or matters thereafter enumerated. The captions contained in this Lease are for purposes of convenience only and are not to be used to interpret or construe this Lease. Neither Landlord nor Tenant shall record this Lease.

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56. Exclusive Use. Subject to conditions and limitations set forth in this Paragraph, during the initial term of the Lease Landlord agrees not to lease any of the remaining spaces in the Center to any person, business, or entity whose primary business consists of operating a charter school (the **"Exclusive Use"**). The Exclusive Use shall automatically cease upon the occurrence of any of the following events:

a. The Premises ceases to be used for the Exclusive Use;
b. Tenant Defaults under the Lease;
c. Tenant assigns, or attempts to assign, the Lease or Tenant sublets all or any portion of the Premises, or the occurrence of a change in control of Tenant as defined in Paragraph 12 of the Lease;

The foregoing Exclusive Use shall not apply to any other tenant or occupant leasing space in the Center as of the Commencement Date (**"Existing Occupants"**), including but not limited to any renewals, extensions or expansions of any Existing Occupants' space.

If the Exclusive Use violates any federal, state, or local anti-trust law or other law, governmental rule or regulation, the Exclusive Use shall be void and be of no further effect. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, cost, damages, penalties, and/or expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in connection with, any claim that the Exclusive Use violates any federal, state or local law or regulation.

57. Master Lease. Landlord possesses a leasehold estate in the Premises, pursuant to that certain Lease dated September 1, 1959 (the **"Master Lease"**) between William Elliott and Irene Elliott, as landlord (**"Master Landlord"**), and Landlord, as tenant by way of assignment. As a result of such tenancy pursuant to the Master Lease, (i) the provisions of this Lease are junior, subordinate and subject to the terms and conditions of the Master Lease, and (ii) this Lease is a "sublease" in accordance with applicable law, statutes and ordinances. During the Term of this Lease, Landlord, using its commercially reasonable efforts, shall not violate the provisions of the Master Lease. The termination of the Master Lease for any reason shall result in the automatic termination of this Lease, without liability to Tenant or Landlord, as a result of such termination, in which case the parties shall have no further obligations under this Lease. Tenant hereby acknowledges and agrees that it has received a copy of the Master Lease and has reviewed the Master Lease. Tenant shall not cause or take any action or inaction which would constitute a default by Landlord under the Master Lease, and any such occurrence shall be deemed to be a default by Tenant under Paragraph 13 of this Lease.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

IF THIS LEASE HAS BEEN FILLED IN, IT HAS BEEN PREPARED FOR YOUR ATTORNEY'S REVIEW AND APPROVAL. FURTHER, EXPERTS SHOULD BE CONSULTED TO EVALUATE THE CONDITION OF THE PROPERTY FOR THE POSSIBLE PRESENCE OF ASBESTOS, UNDERGROUND STORAGE TANKS OR HAZARDOUS SUBSTANCES. NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD, BROKERS OR THEIR CONTRACTORS, AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES; THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE. IF THE SUBJECT PROPERTY IS IN A STATE OTHER THAN CALIFORNIA, AN ATTORNEY FROM THE STATE WHERE THE PROPERTY IS LOCATED SHOULD BE CONSULTED.

The Parties hereto have executed this Lease on the dates specified with their respective signatures.

LANDLORD:

Buzz Oates Development, L.P., a California limited partnership

By: Oates Associates Investors, LLC, a California limited liability company, General Partner

By: _____
Larry E. Allbaugh, Trustee of the Larry and Laura Allbaugh Living Trust, Manager

Buzz Oates LLC, a California limited liability company

By: Oates Advisors LLC, a California limited liability company, Manager

By: _____
Larry Allbaugh, Manager

Date: ~~June ___, 2019~~
July 1, 2019

TENANT:

Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation

By: _____
Name: MICHAEL SCHMIT
Its: EXECUTIVE DIRECTOR

By: _____
Name: _____
Its: _____

Date: June 26, 2019

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Address:

c/o Buzz Oates Management Services
555 Capitol Mall, Suite 900
Sacramento, CA 95814
Telephone: (916) 379-3800
Email: tenantservices@buzzoates.com

Address:

Attn: Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
Telephone: (916) 335-1771
Email: Murdock.smith@hccts.org

Billing Address:

Attn: Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
Telephone: (916) 335-1771
Email: Murdock.smith@hccts.org

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EXHIBIT A

PREMISES

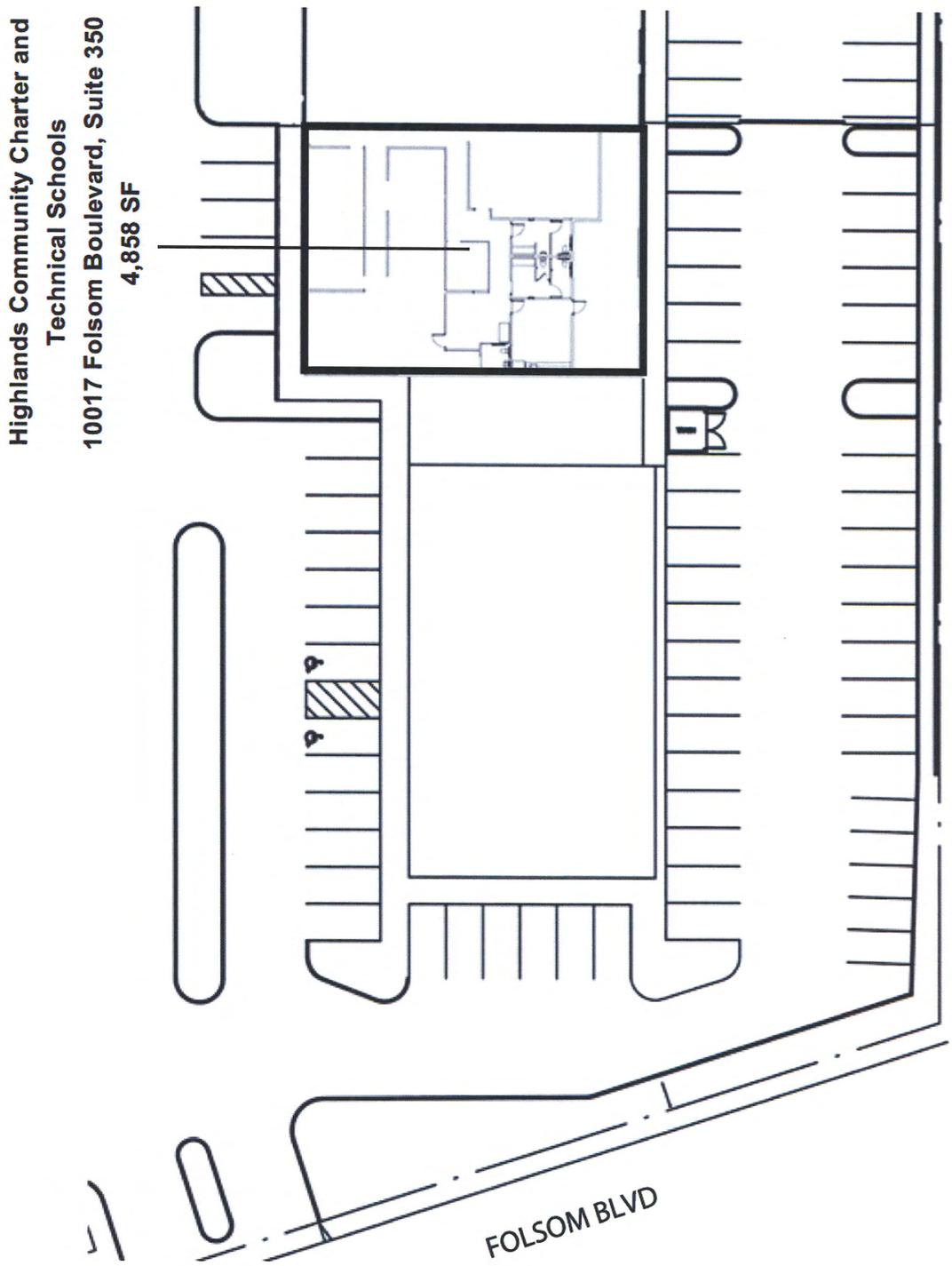

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EXHIBIT A-1

CENTER

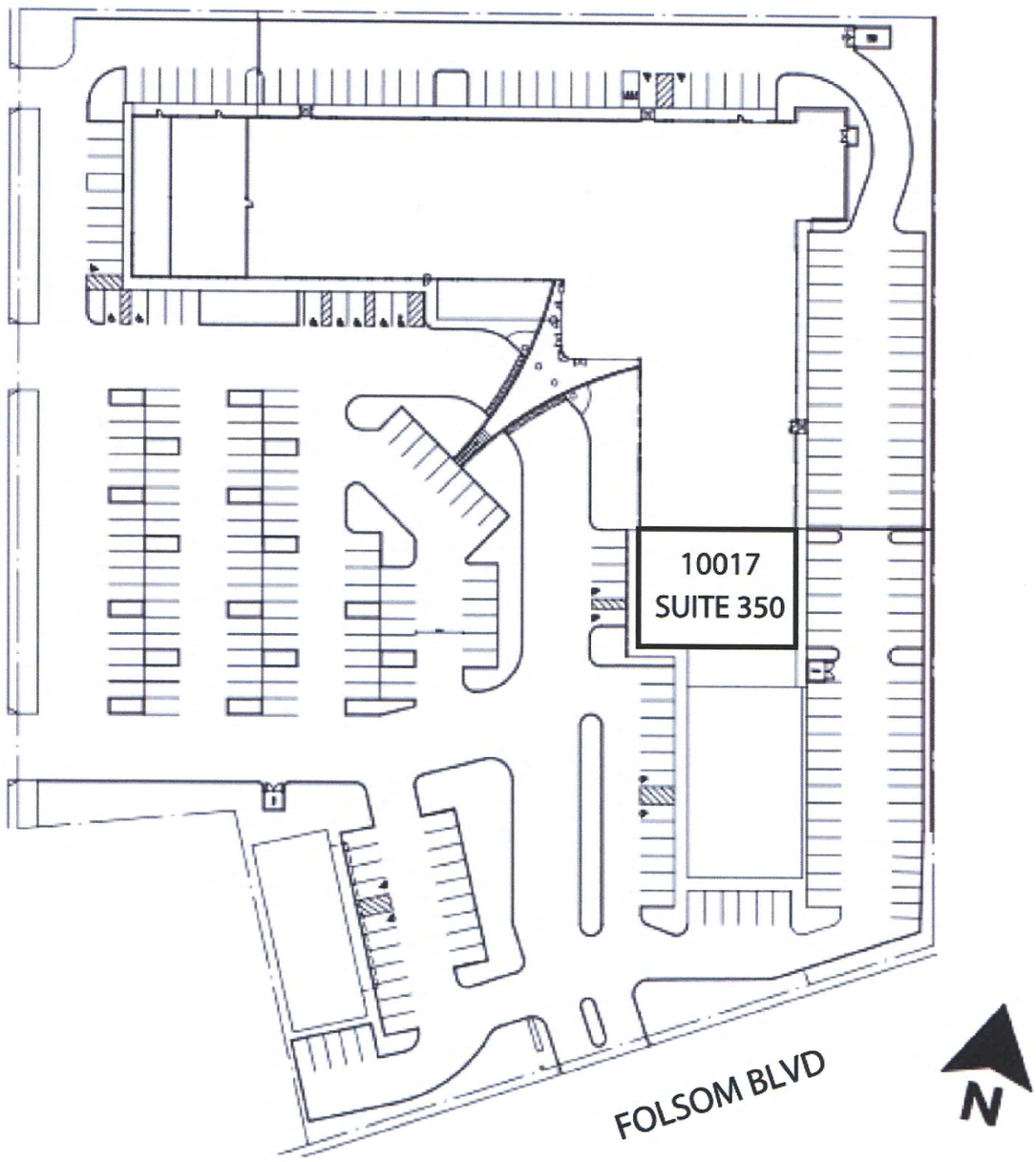

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EXHIBIT B

TENANT WORK LETTER

Tenant may perform, or cause to be performed, certain initial tenant improvement work at the Premises, which shall include the (i) repainting of the walls within the Premises, (ii) the installation of new carpet and floor coverings within the Premises; and such other tenant improvement work as provided for in the Approved Plans (as defined in Paragraph 2 below) (the **"Tenant Work"**), in accordance with the terms and conditions set forth in this Exhibit. The Tenant Work shall be at Tenant's sole cost and expense, except for Landlord's obligation to pay the Tenant Allowance (defined in Paragraph 6 below).

1. **Pre-Construction Activities**. Prior to Tenant's commencement of the Tenant Work, Tenant shall submit the following information and items to Landlord for Landlord's review and approval:

(a) The names and addresses of Tenant's contractor(s). Landlord may, at its election, designate a list of approved contractors for performance of those portions of work involving electrical, mechanical, plumbing, heating, air conditioning, life safety systems or the roof, from which Tenant must select its contractors for such designated portions of the Tenant Work.

(b) Certificates of insurance as hereinafter described. Tenant shall not permit Tenant's contractors to commence work until the required insurance has been obtained and certified copies of policies or certificates have been delivered to Landlord.

(c) The Plans (as hereinafter defined) for the Tenant Work, which Plans shall be subject to Landlord's approval in accordance with Paragraph 2 below.

(d) Copies of all necessary building permits.

Tenant will update such information and items by notice to Landlord of any changes.

2. **Approval of Plans**. The term **"Approved Plans"** shall mean the Plans (as hereinafter defined), as and when approved in writing by Landlord. The term **"Plans"** shall mean the full and detailed architectural and engineering plans and specifications covering the Tenant Work (including, without limitation, architectural, mechanical and electrical working drawings for the Tenant Work). The Plans shall be subject to Landlord's approval and the approval of all local governmental authorities requiring approval of the Tenant Work and/or the Approved Plans. Landlord shall give its approval or disapproval (giving general reasons in case of disapproval) of the Plans within ten (10) business days after their delivery to Landlord. Landlord agrees not to unreasonably withhold its approval of said Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its approval of the Plans because, in Landlord's reasonable opinion: the Tenant Work as shown in the Plans: (1) is likely to adversely affect Building systems, the structure of the Building or the safety of the Building and/or its occupants; (2) might impair Landlord's ability to furnish services to Tenant or other tenants; (3) would increase the cost of operating the Building; (4) would violate any governmental laws, rules or ordinances (or interpretations thereof); (5) involves hazardous or toxic materials or substances which are not customarily used in the building trade; (6) would adversely affect the appearance of the Building or might materially adversely affect another tenant's premises; or (7) is prohibited by any mortgage or trust deed encumbering the Building. The foregoing reasons, however, shall not be exclusive of the reasons for which Landlord may withhold consent.

3. **Change Orders.** All material changes to the Approved Plans requested by Tenant must be approved by Landlord in advance of the implementation of such changes as part of the Tenant Work, which approval shall not be unreasonably conditioned or withheld and shall be delivered as soon as reasonably possible.

4. **Standards of Design and Construction and Conditions of Tenant's Performance**. All work done in or upon the Premises by Tenant shall be done according to the standards set forth in this Paragraph 4, except as the same may be modified in the Approved Plans approved by or on behalf of Landlord and Tenant.

(a) Tenant's Approved Plans and all design and construction of the Tenant Work shall comply with all applicable statutes, ordinances, regulations, laws, codes and industry standards, including, but not limited to, requirements of Landlord's fire insurance underwriters.

(b) Tenant shall, at its own cost and expense, obtain all required building permits and occupancy permits.

(c) Tenant's contractors shall be reputable licensed contractors. The Tenant Work shall be coordinated with any other construction or other work in the Building in order not to adversely affect construction work being performed by or for Landlord or its tenants.

(d) Tenant shall use only new materials in the Tenant Work, except where explicitly shown in the Approved Plans. All Tenant Work shall be done in a good and workmanlike manner. Tenant shall obtain contractors' warranties of at least one (1) year duration from the completion of the Tenant Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Tenant Work.

(e) Tenant and Tenant's contractors shall not unreasonably interfere with any other tenants of the Building where the Premises are located.

(f) Landlord shall have the right to order Tenant or any of Tenant's Contractors who violate the requirements imposed on Tenant or Tenant's contractors in performing work to cease work and remove its equipment and employees from the Building. No such action by Landlord shall delay the commencement of the Lease or the obligation to pay Rent or any other obligations therein set forth.

(g) Tenant shall permit access to the Premises, and the Tenant Work shall be subject to inspection, by Landlord and Landlord's architects, engineers, contractors and other representatives, at all times during the period in which the Tenant Work is being constructed and installed and following completion of the Tenant Work.

(h) Tenant shall proceed with its work expeditiously, continuously and efficiently.

(i) Tenant shall furnish to Landlord "as-built" drawings of the Tenant Work within thirty (30) days after completion of the Tenant Work.

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(j) Tenant shall impose on and enforce all applicable terms of this Exhibit against Tenant's contractors.

5. Insurance And Indemnification. In addition to any insurance which may be required under the Lease, Tenant shall secure, pay for and maintain or cause Tenant's contractors to secure, pay for and maintain during the continuance of the Tenant Work within the Building or Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance with limits of not less than $1,000,000.00, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the work is to be performed, and in any event sufficient to protect Tenant's contractors from liability under the aforementioned acts.

(b) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than $1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of $2,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Tenant's Contractors or by anyone directly or indirectly employed by any of them.

(c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than $500,000.00 for each person in one accident, and $1,000,000.00 for injuries sustained by two or more persons in any one accident and property damage liability in an amount not less than $1,000,000.00 for each accident. Such insurance shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Tenant's contractors, or by anyone directly or indirectly employed by any of them.

(d) "All-risk" builder's risk insurance upon the entire Tenant Work to the full insurable value thereof. This insurance shall include the interests of Landlord and Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the Tenant Work and shall insure against the perils of fire and extended coverage and shall include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft vandalism and malicious mischief. If portions of the Tenant Work are stored off the site of the Building or in transit to said site are not covered under said "all-risk" builder's risk insurance, then Tenant shall effect and maintain similar property insurance on such portions of the Tenant Work. Any loss insured under said "all-risk" builder's risk insurance is to be adjusted with Landlord and Tenant.

(e) All policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease and their respective beneficiaries, partners, directors, officers, employees and agents, and such additional persons as Landlord may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by Tenant pursuant to this Paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

(f) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law Tenant agrees to indemnify, protect, defend and hold harmless Landlord, the parties listed, or required by, the Lease to be named as additional insureds, and their respective beneficiaries, partners, directors, officers, employees and agents ("Landlord's Parties"), from and against all claims, liabilities, losses, damages and expenses of whatever nature to the extent arising out of or in connection with the Tenant Work or the entry of Tenant or Tenant's contractors into the Building and the Premises, including, without limitation, mechanic's liens, the cost of any repairs to the Premises or Building necessitated by activities of Tenant or Tenant's contractors, bodily injury to persons (including, to the maximum extent provided by law, claims arising under the California Structural Work Act) or damage to the property of Tenant, its employees, agents, invitees, licenses or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease. The foregoing indemnity shall not apply to the extent such matter arises out of or results from the sole negligence or willful misconduct of Landlord or Landlord's Parties or a breach of the Lease by Landlord.

6. Tenant Allowance.: Landlord agrees to reimburse Tenant for the Tenant Work in an amount equal to the lesser of (1) Tenant's actual cost of the Tenant Work; or (2) Forty Eight Thousand Five Hundred Eighty and 00/100ths Dollars ($48,580.00) (the **"Tenant Allowance"**), provided, however, that Landlord shall retain 5% of the Tenant Allowance for the cost of Landlord's construction manager, who shall monitor Tenant's and its contractors' performance of the Tenant Work. Tenant must, in order to receive said Tenant Allowance, meet all of the following criteria:

Upon completion of the Tenant Work, Tenant shall provide Landlord with the following:

- Written proof (a fully signed "Building Final" from the appropriate governmental authority) the Tenant Work was completed to the satisfaction of the local building department,
- The original temporary (if applicable) and final certificate of occupancy issued by the local building department,
- The original as-built plans and specifications in electronic CAD format,
- A letter from Tenant acknowledging Tenant's satisfaction with its contractor's Tenant Work,
- A request for disbursement of the Tenant Allowance accompanied by paid receipts showing the requested sums were spent on the Tenant Work for the Premises.
- A detailed breakdown of the cost of the Tenant Work (AIA Form G702 - Application and Certificate for Payment or similar)
- Lien releases from Tenant's contractor, subcontractors and suppliers showing that they have been paid in full.

Within ten (10) days of Tenant's satisfaction of the foregoing conditions, Landlord shall pay the balance of the Tenant Allowance (after deduction of Landlord's 5% construction management fee) to Tenant.

If Tenant fails to satisfy all of the foregoing conditions and/or request reimbursement of the Tenant Allowance (or any portion thereof) within six (6) months from mutual execution of the Lease, then Tenant's right to receive the same shall be deemed waived and null and void, and Landlord shall thereafter have no obligation to pay the Tenant Allowance (or unpaid portion

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thereof) to Tenant. Prior to the expiration of such 6-month period, Tenant may submit a written request to Landlord for an extension of such 6-month period, for reasons beyond Tenant's control. Landlord shall not unreasonably withhold consent to a request for an extension, and if granted Landlord shall provide written notice of the length of such extension. No such extension shall be deemed to have been granted unless and until Landlord has delivered such written notice.

7. **Mechanic's Liens**. Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises in connection with the Tenant Work, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on, or about the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. If Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to one and one-half times the amount of such contested lien claim or demand, indemnifying Landlord against liability for the same, as required by law for the holding of the Premises free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in participating in such action if Landlord shall decide it is to its best interest to do so

8. **Subsequent Alterations**. Any subsequent alterations or improvements desired by Tenant after the completion of the Tenant Work shall be subject to the provisions of Paragraph 7.3 of the Lease.

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EXHIBIT C

BROKER DISCLOSURES AND REPRESENTATIONS

A. **No Prior or Other Agreements; Broker Disclaimer.** The Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Landlord and Tenant each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. Each Broker shall be an intended third party beneficiary of the provisions of this paragraph.

B. **Broker's Disclosure.** The United States Congress enacted the Americans with Disabilities Act. Among other things, this act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

Various construction materials may contain items that have been or may be in the future be determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCB's and asbestos has been used in components such as fireproofing, heating, and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing dry wall and plaster. Due to prior or current uses of the property or in the area, the property may have hazardous or undesirable metals, minerals, chemicals, hydrocarbons, or biological or radioactive items (including electric and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may not leak or otherwise be released. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Landlord and Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provision, if any, they may wish to include in transaction documents regarding the property.

C. **Renewal Representation.** It shall be Tenant's sole obligation to pay any broker commissions should Tenant retain a broker to represent Tenant in negotiating the renewal to this Lease.

EXHIBIT D

MOVE OUT STANDARDS

The following Move Out Standards are intended to provide a guideline for Tenant with respect to returning possession of the Premises to Landlord in the surrender condition required by Paragraphs 7.4(c) and (d) of the Lease. These guidelines shall not supersede or modify the requirements of Paragraphs 7.4(c) and (d) of the Lease.

1.	Lights:	Lights shall be fully operational with all bulbs functioning.
2.	Roll-Up Doors:	Tenant shall provide a written report from a licensed contractor specializing and experienced in the inspection, maintenance and service of roll up doors, within the three months prior to move out, stating that all dock equipment is in good and safe operating condition.
3.	Warehouse Floor:	Shall be free of stains and broom swept, with no racking bolts and other protrusions left in the floor. Cracks shall be repaired with an epoxy or polymer.
4.	Tenant-Installed Equipment & Wiring:	In connection with any required removal of equipment, all associated air lines, junction boxes, conduit, etcetera shall also be removed. Refer to the specific requirements of Paragraph 7.4(d) with respect to removal of Wires.
5.	Walls:	Sheetrock (drywall) damage shall be patched and fire-taped so that there are no holes in either office or warehouse areas.
6.	Roof:	Following removal of Tenant's equipment, any roof penetrations shall be properly repaired by a licensed roofing contractor. Any roof leaks must be repaired and the most recent maintenance and repair recommendations of Landlord shall have been completed. Contact Landlord's representative for prior approval before performing any repairs to the roof.
7.	Signs:	All exterior signs must be removed, any resulting holes patched and paint touched up as necessary. All window signs shall be removed.
8.	Carpets / Linoleum:	Shall be clean and stain free.
9.	Overall Cleanliness:	Clean windows, sanitize bathroom(s), vacuum carpet and remove any and all debris. Remove any pallets and debris from exterior of Premises.

Not less than thirty (30) days prior to the expiration or earlier termination of the Lease, Tenant shall contact the Landlord's representative and arrange for an initial walk through for the purpose of creating a punch list of anticipated maintenance or repair items to be addressed by Tenant in connection with its move out. On or before the expiration or earlier termination date of the Lease, Tenant shall arrange for a final inspection of the condition of the Premises by Landlord's representative and return of possession of the Premises to Landlord, including the return of all keys, access cards and parking permits related to the Premises.

Compliance with these guidelines will facilitate Landlord's processing of Tenant's Security Deposit (if any).

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:14:53 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 043 - 715 C Street.pdf 045 - 8480 Edes Ave (Inactive 04.30.24).pdf

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Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:06 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:32 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590



–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 1st, 2024

Via Electronic Mail

Kathy Chao Rothberg
Lao Family Community Development, Inc.
8480 Edes Avenue
Oakland, CA 94621

Kathy Chao Rothberg,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2022. Pursuant to Section 17 of the MOU, we regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Tuesday, April 30th, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at murdock.smith@hccts.org.

Thank you,

MURDOCK SMITH
Executive Director
Highlands Community Charter & Technical Schools

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

Additional clarification for San Pablo and CARE Campus Oakland site

Kathy Chao Rothberg <krothberg@lfcd.org> Tue, Apr 9, 2024 at 4:45 PM
To: Kathy Chao Rothberg <krothberg@lfcd.org>, Matthew Lemos <matthew.lemos@hccts.org>, Khanmalee Rattanasith <krattanasith@lfcd.org>, HCCTS Finance Team <finance@hccts.org>, Accounts Payable Accounts Payable <ap@hccts.org>, Rich Henning <rich.henning@hccts.org>

The 8480 Edes Ave-CARE Campus Oakland
Base Market Rent: 1,260 SF X$2.78 PSF= $3,502
CAM: 1,260X$1.19 PSF = $1,498
Total: $5,000 per month

Take into consideration LFCD provided a $180,000 to purchase the multi-purpose building for HCCTS.

The 1964 Rumrill Blvd.
Base Market Rent: 2,200 SF X$1.55 PSF= $3,410
CAM: 2,200X$1.34 PSF =$2,948
Total: $6,358 rent per month

--
Kathy Chao Rothberg
CEO
E: krothberg@lfcd.org
T: 510.533.8850
F: 510.533.2676

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LOCATIONS

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2325 East 12th Street, Ste 226
Oakland, CA 94601
TEL 510 533 8850
FAX 510 533 1516

Career Employment Center and Oakland Office
7200 Bancroft Avenue
Suites 135 & 140
Oakland, CA 94605
TEL 510 838 1077

San Pablo Office
1865 Rumrill Blvd., Ste. B
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MEMORANDUM OF UNDERSTANDING BETWEEN HIGHLANDS COMMUNITY CHARTER & TECHNICAL SCHOOLS AND LAO FAMILY COMMUNITY DEVELOPMENT, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2022 (the "Effective Date"), by and between Highlands Community Charter & Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and the Lao Family Community Development Inc., a non-profit community based entity organized and existing under the laws of the State of California (hereinafter "LFCD").

WHEREAS, LFCD is the owner of a certain real property and its main facilities are located at 8480 Edes Avenue in Oakland, CA 94621. Classroom and office facilities to be utilized under the terms of this agreement are located at the Multi-purpose training annex building near 85th Avenue known as Highlands Facility.

WHEREAS, HIGHLANDS and LFCD desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LFCD's sites during the 2022-2027 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LFCD hereby agrees as follows:

1. General Information
   a) Both HIGHLANDS and LFCD agree not to discriminate in the selection or acceptance of any adult student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   b) Each adult student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/ or English Language Development.
   c) Each adult student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site
   LFCD hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs for adult students. HIGHLANDS' use of the sites shall comply with all LFCD policies and regulations and/ or practices applicable and maintaining all licenses and/ or permits necessary,

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if any, for conducting a California public charter school for adults. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

- 1 Large Classroom (approximately 1,000 SF)
- Secure storage for textbooks and supplies
- 1 Unisex ADA restroom (260 SF)
- Adequate parking for students and staff (approximately 30 spaces)
- Office space/Teacher's Space

a) Term. HIGHLANDS' use of the site shall be for the 2022-2027 school years commencing on July 1, 2022 and terminating on June 30, 2027. Rent is waived for 07/01-08/30/22. The rent start date is 09/01/2022. Within 90 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

b) Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with LFCD's shared use of the site, if any. LFCD's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

c) Reversion to LFCD. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LFCD's equipment and building thereon, shall revert to LFCD.

d) Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LFCD with reasonable advance notice of the time and nature of the drill.

e) Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than the buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school for adults. In the alternative, HIGHLANDS may use furnishings and equipment from LFCD, if available. Upon completion of equipment conducted by LFCD, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

f) Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LFCD agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCD shall do whatever is necessary to make the space or facility safe or compliant at its sole

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expense and discretion or on terms that HCCTS and LFCD mutually agree to.

3. Facilities Use
   a) LFCD agrees to provide space to HIGHLANDS as described in section 2 at a charge of $5,000.00 (all utilities and janitorial are included and tenant improvement cost --approximately $3.97 sf X 1,260 SF) for the duration of this agreement until either party shall terminate this MOU by giving a written notice of intention to terminate at least (90) days prior to the date of termination or until June 30, 2027. There is a COLA adjustment of the CPI for the SF Bay Area of 3% annual minimum and 5% annual maximum.

4. Instruction
   All curricula for classes taught for HIGHLANDS' adult students must be approved and by appropriate HIGHLANDS' staff.

   Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all its staff.

5. Maintenance and Operations
   The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of LFCD; LFCD will provide janitorial service and/or janitorial staff to clean the classroom and restroom space at 5X a week.

   In the event that HIGHLANDS requires LFCD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LFCD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCD property. LFCD reserves the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS
   HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LFCD' prior written consent. LFCD approval of any improvements, including the work schedule, work hours, and modifications, shall be at reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LFCD's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in

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compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and appropriate wage laws. LFCD or its agent· shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LFCD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LFCD requires the cessation of work, LFCD and HIGHLANDS will immediately meet to address LFCD concerns. No construction or installation will resume until LFCD's concerns are adequately addressed.

7. Provision of Facilities

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2022.

8. Security System/Keys

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/ or site visits/monitoring by a private security patrol.

9. Condition of Property

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to business license, health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct.

LFCD shall remain responsible for compliance with ADA, FEHA California, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the

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satisfaction of LFCD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property

The Parties acknowledge that title to the site and all improvements are held by LFCD, and shall remain in procession of LFCD at all times.

11. Surrender of Premises

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LFCD in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omission, minus normal wear and tear, after vacating the site.

12. Insurance

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. LFCD shall maintain fire and extended coverage insurance on the facility and property as Landlord deems as appropriate or its lender shall require. LFCD and HIGHLANDS shall each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to its respective activities of each in the facility with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by LFCD and such insurance affords a minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage, or combination hereof.

LFCD as Landlord, CARE Campus LLC and Lender shall be listed as an additional insured on HIGHLAND's policy or policies of general liability insurance and HIGHLANDS shall provide LFCD with evidence of current Certificate of Insurance as required by section 12 of this agreement. HIGHLANDS to notify LFCD of its policy change prior to 60 days before the expiration. HIGHLANDS shall procure and maintain insurance for their business personal property and vehicles. LFCD and HIGHLANDS agree to cause the insurance companies issuing their respective insurances to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively as long as the insurance is not invalidated by such waiver. If the waiver or subrogation are contained in their respective policies, Landlord and Tenant waive any right that either may

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LAO FAMILY COMMUNITY DEVELOPMENT

To Advance the Wellbeing of Diverse Communities Through Culturally-informed Employment, Housing, and Education Services

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EXECUTIVE STAFF

Kathy Chao Rothberg
Chief Executive Officer

BOARD OF DIRECTORS

Brian Libow
Chairman

Framta Saechao
Secretary

Rita Xavier
Treasurer

Koy Saephan Jay
Director

LOCATIONS

Lao Family Headquarters at CARE Community Center
2325 East 12th Street, Ste 226
Oakland, CA 94601
TEL 510 533 8850
FAX 510 533 1516

Career Employment Center and Oakland Office
7200 Bancroft Avenue
Suites 135 & 140
Oakland, CA 94605
TEL 510 838 1077

San Pablo Office
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TEL 916 393 7501
FAX 916 393 7574

have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

13. Indemnification

With the exception of any liability, claims or damages caused by the gross negligence or willful misconduct of Landlord, or breach of this lease or any applicable law, ordinance, rule or regulation by a Landlord Indemnified Party, HIGHLANDS shall at all times relieve, defend, indemnify, protect and hold harmless, and defend Landlord, its officers, employees, agents, volunteers (Landlord Indemnified Parties) against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, and costs, including reasonable legal costs, reasonable attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, of HIGHLANDS use, or in connection with, the LFCD's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by LFCD, in or about the site;

With the exception of any liability, claims or damages caused by the gross negligence or willful misconduct of HIGHLANDS, or breach of this lease or any applicable law, ordinance, rule or regulation by a HIGHLANDs Indemnified Party, LFCD shall at all times relieve, defend, indemnify, protect and hold harmless, and defend HIGHLANDS, its officers, employees, agents, volunteers (HIGHLANDS Indemnified Parties) against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, and costs, including reasonable legal costs, reasonable attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgement rendered against LFCD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, of LFCD use or in connection with, the HIGHLANDS use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site;

14. Placement of Signs

HIGHLANDS may display banners and/ or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/ or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. HIGHLANDS to comply with local signage ordinance.

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15. Marketing

HIGHLANDS and LFCD will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LFCD.

16. Access to Inspection

HIGHLANDS shall permit LFCD, its agents, representatives or employees, to use the classroom during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LFCD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCD' oversight obligations. LFCD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (90) days in advance of that intention.

18. Taxes

LFCD shall be solely liable for any and all taxes which may be levied or assessed upon the business personal property, furnishings or fixtures of LFCD located at the site or used by HIGHLANDS. HIGHLANDS shall be responsible for any taxes on portable Business Personal Properties of its own.

19. Notice

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

Murdock Smith
Highlands Community Charter & Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Kathy Chao Rothberg
Lao Family Community Development, Inc.
2325 E. 12th Street, Suite 226
Oakland, CA 94601
Attention: Chief Executive Office

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Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as

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evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution

In the event of any dispute between HIGHLANDS and LFCD regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCD' and HIGHLANDS' Executive Directors-CEOs. The Executive Directors-CEOs shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors-CEOs within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of LFCD shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 4/26/22
Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 7/1/22
Kathy Chao Rothberg, CEO
Lao Family Community Development, Inc.

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS Second Amendment to Lease Agreement, is made this 1st day of July 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

RECITALS

WHEREAS, on or about July 1, 2019, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Joseph Parish property located at 715 C Street, Marysville, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2020, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, Tenant has requested to extend the term of the Lease and provide for other changes to the terms of the Lease, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall be for Nine years, commencing on July 1, 2019 and ending on June 30, 2028. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2019 through September 30, 2020, Tenant shall pay to Landlord Base Rent of Two-Thousand, Seven-Hundred Dollars ($2,700.00) per month.

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For the period October 1, 2020 through June 30, 2023, Tenant shall pay to Landlord Base Rent of Three-Thousand, Eight-Hundred Dollars ($3,800.00) per month.

For the period July 1, 2023 through June 30, 2024, Tenant shall pay to Landlord Base Rent of Five-Thousand, Four-Hundred Dollars ($5,400.00) per month.

For the period July 1, 2024 through June 30, 2025, Tenant shall pay to Landlord Base Rent of Five-Thousand, Six-Hundred and Seventy Dollars ($5,670.00) per month.

For the period July 1, 2025 through June 30, 2026, Tenant shall pay to Landlord Base Rent of Five-Thousand, Nine-Hundred and Fifty-Four Dollars ($5,954.00) per month.

For the period July 1, 2026 through June 30, 2027, Tenant shall pay to Landlord Base Rent of Six-Thousand, Two-Hundred and Fifty-One Dollars ($6,251.00) per month.

For the period July 1, 2027 through June 30, 2028, Tenant shall pay to Landlord Base Rent of Six-Thousand, Five-Hundred and Sixty-Four Dollars ($6,564.00) per month."

C. Paragraph 3.2 Additional Rent, shall be replaced in its entirety with following:

"Tenant shall be responsible to pay as additional rent, all charges for electric, water, and trash removal for the school buildings located on both B Street and C Street. To the extent possible, all such charges shall be separately metered and/or billed in the name of Tenant and Tenant shall receive and pay such charges directly. To the extent that such charges for the Premises are not metered and/or billed separately by the utility provider, then Landlord and Tenant shall agree upon the allocation of such charges. Once the allocation of such charges is agreed to, then such bills are to be presented to Tenant by the Landlord monthly, and Tenant shall pay such amounts directly to Landlord within ten (10) days of receipt.

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SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corp. sole

Christopher R. Frazer

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

1/20/23

By: Murdoch Smith
Its: Executive Director

Pastor of St. Joseph Parish-Marysville,
a Corporation Sole

Michal Olszewski

By: Rev. Michal Olszewski
Its: Pastor/Incumbent

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS First Amendment to Lease Agreement, is made this 30th day of September 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

RECITALS

WHEREAS, on or about July 1, 2019, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Joseph Parish property located at 715 C Street, Marysville, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, Tenant has requested to lease an additional classroom and office and to assume responsibility for janitorial services, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Description of Premises. shall be replaced in its entirety with following:

> "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (1) On the first floor of the north classroom wing, the three (3) classrooms #10, #11, and #12; the Office with restroom which is located across from the parish food closet room; the men's restroom adjacent to classroom #10; and the women's restroom located near the Office; and (2) On the 2nd floor of the north classroom wing, classroom #17 and the Office which is directly above the first floor office; all as further described herein and/or depicted on the 1st Revised Exhibit A which is attached hereto, all located at 715 C Street, Marysville, California 95901 (herein, the "Premises"). All other facilities at the St. Joseph Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

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A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall be for four years, commencing on July 1, 2019 and ending on June 30, 2023. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2019 through September 30, 2020, Tenant shall pay to Landlord Base Rent of Two-Thousand, Seven-Hundred Dollars ($2,700.00) per month.

For the period October 1, 2020 through June 30, 2023, Tenant shall pay to Landlord Base Rent of Three-Thousand, Eight-Hundred Dollars ($3,800.00) per month."

C. Paragraph 25.0 Janitorial Services, shall be replaced in its entirety with following:

"Tenant shall provide janitorial services to the Premises."

D. Exhibit A shall be replaced in its entirety with the attached 1st Revised Exhibit A.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this First Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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Pastor of St. Joseph Parish-Marysville,
a Corporation sole

_____

By: Rev. Michal Olszewski
Its: Pastor/Incumbent

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1st REVISED EXHIBIT A



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LEASE AGREEMENT

This Lease Agreement entered into as of July 1, 2019, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: The three (3) classrooms #10,11, and 12 on the ground floor of the north classroom wing; the Office with restroom which is located across from the parish food closet room; the men's restroom adjacent to classroom #10; and the women's restroom located near the Office; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 715 C Street, Marysville, California 95901 (herein, the "Premises"). All other facilities at the St. Joseph Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for two (2) years, commencing on July 1, 2019 and ending on June 30, 2021. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Two-Thousand, Seven-Hundred Dollars ($2,700.00) per month.

3.2 Additional Rent. None.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. None.

3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Five-Thousand, Four Hundred Dollars (5,400.00) representing the first and last months' Base Rent.

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3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes, English Second Language classes for adult students, and Citizenship classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraphs 4.3 and 4.4 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of the Classrooms 10, 11, and 12 and the Office on Monday through Friday from 8:00 a.m. to 10:00 p.m.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the Men's' and Women's Restrooms.

4.4 During Tenant's hours of operation as per section 4.2 herein, Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A and ingress/egress shall be limited to that pathway depicted on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the St. Joseph Parish. Tenant shall provide a campus monitor when the parking area is being used by Tenant.

4.5 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraph 4.4 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students

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or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the St. Joseph Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that

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arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

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8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraphs 4.3 and 4.4 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

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10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion. Notwithstanding the foregoing, Tenant shall be allowed to place a sign on the fence in the location identified on Exhibit A, such sign content to be approved by Landlord in its reasonable discretion.

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16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term, if any. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall

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indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

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20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
St. Joseph Parish
715 C Street, Marysville, CA 95901

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Janitorial Services. Tenant shall reimburse Landlord for providing janitorial services to the Premises at the rate of Two-Thousand Dollars ($2,000) per month, such amount to be paid monthly with the rent.

26.0 Intentionally Omitted

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, electricity, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or

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relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

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32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Rev. Michael J. Vaughan

Its: Vicar General

Pastor of St. Joseph Parish, Marysville,
a corporation sole

By: Rev. Michal Olszewski
Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

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EXHIBIT A



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EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg, S.T.D.
Vice-Chancellor

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:11:49 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 036 - 7720 24th Street.pdf 038 - 7171 Bowling Dr Ste 1120 (Inactive 11.30.24).pdf

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Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:04 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:28 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590

–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 31, 2024

Via Electronic Mail

Kathy Chao Rothberg
Lao Family Community Development, Inc.
7171 Bowling Drive, Suite 1120
Sacramento, CA 95823

Kathy Chao Rothberg,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2023. We regretfully inform you that we wish to terminate the MOU in accordance with the terms and conditions set forth. Therefore, the last effective day of this agreement is Saturday, November 30th, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at bill.mcguire@hccts.org.

Thank you,

BILL MCGUIRE
Executive Director
Highlands Community Charter and Technical Schools

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND
LAO FAMILY COMMUNITY DEVELOPMENT, INC.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public benefit nonprofit corporation (hereinafter "HIGHLANDS") and the Lao Family Community Development Inc., a non-profit community based organization organized and existing under the laws of the State of California (hereinafter "LFCD").

I. RECITALS

WHEREAS, LFCD is the owner of a certain real property and its main facilities are located at 7171 Bowling Drive, Sacramento, CA 95823. Classroom and office facilities to be utilized under the terms of this agreement are located at 7171 Bowling Drive, Ste. 1120, Sacramento, CA 95823.

WHEREAS, HIGHLANDS and LFCD desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LFCD's sites during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LFCD hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and LFCD agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

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C. Each student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site.

LFCD hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the sites shall comply with all LFCD policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

Office space

A. Term. HIGHLANDS' use of the site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with LFCD's shared use of the site, if any. LFCD's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to LFCD. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LFCD's equipment thereon, shall revert to LFCD.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LFCD with reasonable advance notice of the time and nature of the drill.

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E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LFCD, if available. Upon completion of equipment conducted by LFCD, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LFCD agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCD shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

LFCD agrees to provide space to HIGHLANDS as described in section 2 at a charge of $3,152 including utilities for 7171 Bowling Drive, Ste. 1120 until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

4. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of LFCD; LFCD will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space at 7171 Bowling Drive.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LFCD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LFCD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a

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dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCD property. LFCD reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LFCD' prior written consent. LFCD approval of any improvements, including the work schedule, work hours, and modifications, shall be at Saint reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LFCD's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LFCD or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LFCD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LFCD requires the cessation of work, LFCD and HIGHLANDS will immediately meet to address LFCD concerns. No construction or installation will resume until LFCD's concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the

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site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. LFCD shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LFCD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

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9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by LFCD, and shall remain in procession of LFCD at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LFCD in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LFCD's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LFCD, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LFCD's use of the site or from the conduct of its business, including conduct of its board of directors,

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administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LFCD, in or about the site; LFCD's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LFCD, HIGHLANDS, shall indemnify, hold harmless, and defend LFCD, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against LFCD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LFCD from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LFCD and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Marketing.

HIGHLANDS and LFCD will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LFCD.

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15. Access to Inspection.

HIGHLANDS shall permit LFCD, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LFCD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCD' oversight obligations. LFCD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

16. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

17. Taxes.

LFCD shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LFCD located at the site or used by HIGHLANDS.

18. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter And Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

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LFCD: Kathy Chao Rothberg
Lao Family Community Development, Inc.
7171 Bowling Drive, Suite 1120
Sacramento, CA 95823
Attention: Executive Director

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

20. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

21. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

22. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

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23. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

25. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

26. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

27. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

28. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

29. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

30. Dispute Resolution.

In the event of any dispute between HIGHLANDS and LFCD regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCD' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.27.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: Oct 28, 2023

Kathy Chao Rothberg, Executive Director
Lao Family Community Development, Inc.

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THIRD AMENDMENT TO LEASE AGREEMENT

THIS Third Amendment to Lease Agreement, is made this 30th day of June 2023. by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Anne Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about November 13, 2018, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Anne Parish property located at 7720 24th Street, Sacramento, California 95832, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, on or about September 30, 2020, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement; and

WHEREAS, Tenant has now requested to extend the term of this Lease, and Landlord is amenable to such;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term, shall be replaced in its entirety with following:

"The term of this Lease shall commence on November 13, 2018 and end on June 30, 2028. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, wherein the following shall be added to the end of said paragraph:

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"For the period July 1, 2023 through June 30, 2024, Tenant shall pay to Landlord Base Rent of Three-Thousand, Four-Hundred, and Forty-Nine Dollars ($3,449.00) per month.

For the period July 1, 2024 through June 30, 2025, Tenant shall pay to Landlord Base Rent of Three -Thousand, Six-Hundred, and Twenty-Two Dollars ($3,622.00) per month.

For the period July 1, 2025 through June 30, 2026, Tenant shall pay to Landlord Base Rent of Three -Thousand, Eight-Hundred, and Three Dollars ($3,803.00) per month.

For the period July 1, 2026 through June 30, 2027, Tenant shall pay to Landlord Base Rent of Three -Thousand, Nine-Hundred, and Ninety-Three Dollars ($3,993.00) per month.

For the period July 1, 2027 through June 30, 2028, Tenant shall pay to Landlord Base Rent of Four -Thousand, One-Hundred, and Ninety-Three Dollars ($4,193.00) per month.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Anne Parish, Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of St. Anne Parish- Sacramento, a Corporation sole

By: Rev. Lawrence Mwenda Kithinji,
Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS Second Amendment to Lease Agreement, is made this 30th day of September 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Anne Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about November 13, 2018, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Anne Parish property located at 7720 24th Street, Sacramento, California 95832, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, Tenant has now requested to lease an additional classroom and office space and extend the term of this Lease, and Landlord is amenable to such;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Premises. shall be replaced in its entirety with following:

"Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (2) Classrooms 1, 2, and 3; Office A and Office B; all as further described herein and/or depicted on 2nd Amended Exhibit A which is attached hereto, all located at 7720 24th Street, Sacramento, California 95832 (herein, the "Premises"). All other facilities at the St. Anne Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

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B. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall commence on November 13, 2018 and end on June 30, 2023. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent. shall be replaced in its entirety with following:

"For the period November 13, 2018 through September 30, 2020, Tenant shall pay to Landlord Base Rent of Two-Thousand, One-Hundred, and Eighty-Five Dollars ($2,185.00) per month.

For the period October 1, 2020 through June 30, 2023, Tenant shall pay to Landlord Base Rent of Three-Thousand, Two-Hundred, and Eighty-Five Dollars ($3,285.00) per month."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Anne Parish, Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of St. Anne Parish- Sacramento, a Corporation sole

By: Rev. Lawrence Mwenda Kithinji,
Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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SECOND AMENDED EXHIBIT A

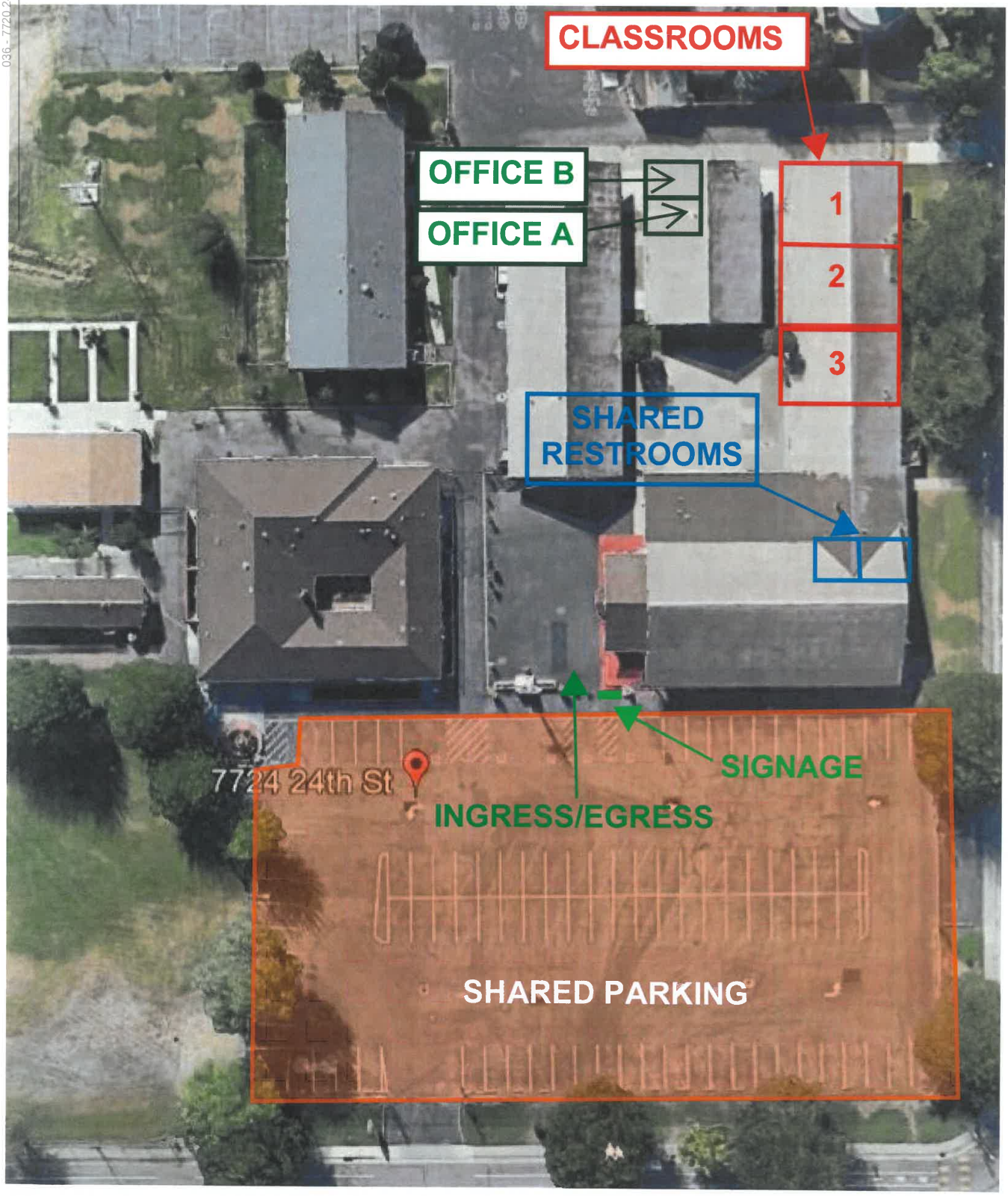

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LEASE AGREEMENT

This Lease Agreement entered into as of November 15, 2018, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Anne Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (2) Classrooms 1 and 2; and Office A; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 7720 24th Street, Sacramento, California 95832 (herein, the "Premises"). All other facilities at the St. Anne Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for one year, commencing on November 13, 2018 and ending on November 12, 2019. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Two-Thousand, One-Hundred, and Eighty-Five Dollars ($2,185.00) per month.

3.2 Additional Rent. None.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. None.

3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Four Thousand, Three Hundred and Seventy Dollars (4,370.00) representing the first and last months' Base Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that

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applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes, English Second Language classes for adult students, Citizenship classes, Early Childhood Development Courses, and to provide child care services for children of those adult students while they attend classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraph 4.3 and 4.4 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Landlord shall have access to and use of that portion of the Premises which is classrooms 1 and 2 and Office A Monday through Friday from 8:00 a.m. to 9:00 p.m.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 During its hours of operation as described in paragraph 4.2 above, Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the School Restrooms as depicted on Exhibit A and also the bathroom located in the near Office A, also as depicted on Exhibit A.

4.4 Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the St. Anne Parish.

4.5 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraphs 4.3 and 4.4 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the

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Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the St. Anne Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees,

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agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord, shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's

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employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraph 4.3 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

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10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion. Notwithstanding the foregoing, Tenant shall be allowed to place a sign on the fence in the location identified on Exhibit A, such sign content to be approved by Landlord in its reasonable discretion.

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16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent

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organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

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20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
St. Anne Parish
7720 24th Street, Sacramento, CA 95832

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Janitorial Services. Tenant shall be responsible for providing janitorial services to the Premises at Tenant's sole cost.

26.0 Intentionally Omitted

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, gas, electricity, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or

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validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Rev. Michael D. Vaughan

Its: Vicar General

Pastor of St. Anne Parish, Sacramento,
a corporation sole

By: Rev. Joseph Huong X. Nguyen

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:17:25 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 054 - 3801 Florin Rd Suite 107.pdf 056 - 5537 Hemlock St.pdf 057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf 058 - 1964 Rumrill Blvd (Inactive 09.12.25).pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:13 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:35 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590



–



Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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–



Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 15, 2025

Via Electronic Mail

Lao Family Community Development
2325 E 12th St # 226,
Oakland, CA 94601

Attention: Kathy Chao Rothberg

Subject: **Ninety (90) Day Notice**

This letter is in reference to the Lease Agreement that was executed on July 1,2022 for 1964 Rumrill Blvd, San Pablo, CA 94806. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is September 12, 2025.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

Additional clarification for San Pablo and CARE Campus Oakland site

Kathy Chao Rothberg <krothberg@lfcd.org> Tue, Apr 9, 2024 at 4:45 PM
To: Kathy Chao Rothberg <krothberg@lfcd.org>, Matthew Lemos <matthew.lemos@hccts.org>, Khanmalee Rattanasith <krattanasith@lfcd.org>, HCCTS Finance Team <finance@hccts.org>, Accounts Payable Accounts Payable <ap@hccts.org>, Rich Henning <rich.henning@hccts.org>

The 8480 Edes Ave-CARE Campus Oakland
Base Market Rent: 1,260 SF X$2.78 PSF= $3,502
CAM: 1,260X$1.19 PSF = $1,498
Total: $5,000 per month

Take into consideration LFCD provided a $180,000 to purchase the multi-purpose building for HCCTS.

The 1964 Rumrill Blvd.
Base Market Rent: 2,200 SF X$1.55 PSF= $3,410
CAM: 2,200X$1.34 PSF =$2,948
Total: $6,358 rent per month

Effective Date for 1964 Rumrill Blvd is 09.01.22.
3% CPI increase per FY.

--
Kathy Chao Rothberg
CEO
E: krothberg@lfcd.org
T: 510.533.8850
F: 510.533.2676

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MEMORANDUM OF UNDERSTANDING BETWEEN

HIGHLANDS COMMUNITY CHARTER SCHOOL AND TECHNICAL SCHOOLS AND

LAO FAMILY COMMUNITY DEVELOPMENT, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July 1, 2022 (the "Effective Date"), by and between Highlands Community Charter School and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and the Lao Family Community Development Inc., a non-profit community-based organization organized and existing under the laws of the State of California (hereinafter "LFCD").

WHEREAS, LFCD is the owner of a certain real property and its main facilities are located at 1964/1966 Rumrill Blvd, San Pablo, CA 94806. Classroom and office facilities to be utilized under the terms of this agreement are located at 1964/1966 Rumrill Blvd., San Pablo, CA 94806.

WHEREAS, HIGHLANDS and LFCD desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LFCD's sites during the 2022 to 2027 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LFCD hereby agrees as follows:

1. General Information

a) Both HIGHLANDS and LFCD agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

b) Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/ or English Language Development.

c) Each student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site

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LFCD hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs for adults. HIGHLANDS' use of the sites shall comply with all LFCD policies and regulations and/ or practices applicable and maintaining all licenses and/ or permits necessary, if any, for conducting a California public charter school for adults. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

- 2 Large Classrooms and Office space/Teacher's Space (2,200 SF)
- Secure storage for textbooks and supplies/student study kitchen lounge
- Men's and Women's ADA restrooms
- Adequate parking for students and staff

a) Term. HIGHLANDS' use of the site shall be for the 2022 - 2027 school years commencing on July 1, 2022 and terminating on June 30, 2027. Rent is waived 07/01/22 to 08/30/22. The rent start date is 09/01/2022. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

b) Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with LFCD's shared use of the site, if any. LFCD's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

c) Reversion to LFCD. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LFCD's equipment thereon, shall revert to LFCD.

d) Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LFCD with reasonable advance notice of the time and nature of the drill.

e) Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and

maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LFCD, if available. Upon completion of equipment conducted by LFCD, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

f) Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LFCD agree to conduct an inspection of the site to determine that the site is safe, adequate, and

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appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCD shall do whatever is necessary to make the space or facility safe or compliant at its sole expense or on terms that HCCTS and LFCD mutually agree to.

3. Facilities Use and Rent

a) LFCD agrees to provide space to HIGHLANDS as described in section 2 at a charge of $6,358.00 (Price per SF is $2.89 X 2200 SF = $6,358.00 per month. This includes utilities. Either party may terminate this MOU by giving a written notice of intention to terminate at least (90) days prior to the date of termination or until June 30. 2027. There is an annual COLA adjustment of CPI for the SF Bay Area or 3% annual minimum and a 5% annual maximum.

4. Instruction

All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of LFCD; LFCD will provide its own janitorial service and/ or janitorial staff to clean classroom and restroom space at 3X a week.

In the event that HIGHLANDS requires LFCD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LFCD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCD property. LFCD reserves the right to implement a process for submission of maintenance/repair requests.

6. Installation of Improvements by HIGHLANDS.

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HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LFCD" prior written consent. LFCD approval of any improvements, including the work schedule, work hours, and modifications, shall be at its reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LFCD"s construction requirements.

The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LFCD or its agent· shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LFCD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LFCD requires the cessation of work, LFCD and HIGHLANDS will immediately meet to address LFCD concerns. No construction or installation will resume until LFCD's concerns are adequately addressed.

7. Provision of Facilities

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2022.

8. Security System/Keys

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/ or site visits/monitoring by a private security patrol.

9. Condition of Property

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct.

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LFCD shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards.

HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LFCD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution.

If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property

The Parties acknowledge that title to the site and all improvements are held by LFCD, and shall remain in procession of LFCD at all times.

11. Surrender of Premises

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LFCD in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omission, minus normal wear and tear, after vacating the site.

12. Insurance

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LFCD's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

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13. Indemnification

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LFCD, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgment rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LFCD's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by LFCD, in or about the site.

LFCD's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs. With the exception of

any liability, claims or damages caused solely by the active negligence or willful misconduct of LFCD, HIGHLANDS, shall indemnify, hold harmless, and defend LFCD, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgment rendered against LFCD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LFCD from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LFCD and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs.

14. Placement of Signs

HIGHLANDS may display banners and/ or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/ or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. HIGHLANDS to comply with local signage ordinance.

15. Marketing

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HIGHLANDS and LFCD will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LFCD.

16. Access to Inspection

HIGHLANDS shall permit LFCD, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LFCD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCD' oversight obligations. LFCD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention. Notwithstanding there is a requirement of 90 days advance notice on the lease termination notice.

18. Taxes

LFCD shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LFCD located at the site or used by HIGHLANDS.

19. Notice

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or

certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

Murdock Smith, Executive Director

Highlands Community Charter School 1333 Grand Ave.

Sacramento, California 95838

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Kathy Chao Rothberg, CEO

Lao Family Community Development, Inc. 2325 E. 12th Street, Suite 226

Oakland, CA 94601

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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25. Successors and Assigns

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution

In the event of any dispute between HIGHLANDS and LFCD regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCD' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet

with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____

Murdock Smith, Executive Director

Highlands Community Charter & Technical School

Date: 4/3/24

By _____

Kathy Chao Rothberg, CEO

Lao Family Community Development, Inc.

Date: 7/22/2022

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SUBLEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
THE RUSSIAN LIBRARY AND CULTURAL CENTER

THIS SUBLEASE AGREEMENT (hereinafter "SUBLEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and TRLCC (hereinafter "TRLCC") (HIGHLANDS and TRLCC being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, TRLCC is the lessee of a certain real property located at 5537 Hemlock Street, Sacramento, CA 95841 (the "Site" or "Premises");

WHEREAS, TRLCC is entering into this Sublease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and TRLCC desire to enter into this SUBLEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of TRLCC'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and TRLCC hereby agree as follows:

1. Premises

The subleased Premises shall be a portion of the Site, such Premises consisting of approximately 1,200 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Sublease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Sublease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice ("**Option Notice")** delivered by HIGHLANDS to TRLCC not less than three (3) months prior to the then-scheduled Expiration Date. In the event the

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Term of this Sublease shall be extended under this Section, then all of the terms, covenants and conditions of the Sublease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with TRLCC's shared use of the Site, if any. TRLCC's shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to TRLCC. Upon the expiration of this SUBLEASE by its terms, the right to use and to occupy the site and its facilities, and TRLCC equipment thereon, shall revert to TRLCC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide TRLCC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from TRLCC, if available. TRLCC agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with TRLCC further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this SUBLEASE, HIGHLANDS and TRLCC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) TRLCC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

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2. Facilities Use.

TRLCC agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.72 per square foot ($2,064.00 monthly) until either party shall terminate this SUBLEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 1,200 square feet.

HIGHLANDS agrees to pay $ 350.00 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

3. Maintenance and Operations.

A. TRLCC Obligations. TRLCC shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. TRLCC's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires TRLCC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify TRLCC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to TRLCC's property. TRLCC reserves the right to implement a process for submission of maintenance /repair requests.

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4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this SUBLEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of TRLCC and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the

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generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose TRLCC or HIGHLANDS to any liability therefor. In addition, TRLCC may condition its consent to any Reportable Use upon receiving such additional assurances as TRLCC reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Sublease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform TRLCC. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by TRLCC, HIGHLANDS shall immediately give written notice of such fact to TRLCC, and provide TRLCC with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this SUBLEASE, by or for HIGHLANDS, or any third party.

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iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold TRLCC and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Sublease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. TRLCC Indemnification. TRLCC shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of TRLCC. No termination, cancellation or release agreement entered into by TRLCC and HIGHLANDS shall release TRLCC from its obligations under this SUBLEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Sublease, then HIGHLANDS shall notify TRLCC and TRLCC shall make the investigation and remediation thereof required by the Applicable Requirements and this Sublease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Sublease upon written notice to TRLCC if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this SUBLEASE, HIGHLANDS shall, at

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HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without TRLCC's prior written consent. TRLCC approval of any improvements, including the work schedule, work hours, and modifications, shall be at TRLCC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with TRLCC'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. TRLCC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and TRLCC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event TRLCC requires the cessation of work, TRLCC and HIGHLANDS will immediately meet to address TRLCC's concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. TRLCC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this SUBLEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of TRLCC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, TRLCC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by TRLCC, and shall remain in procession of TRLCC at all times.

10. Surrender of Premises.

Upon the expiration of this SUBLEASE, or any extension thereof, or termination of this SUBLEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to TRLCC in substantially the same condition as existing on the date of commencement of this SUBLEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to

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the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. TRLCC and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, TRLCC and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against TRLCC or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

TRLCC'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, TRLCC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the TRLCC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by TRLCC, in or about the site; TRLCC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of

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any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of TRLCC, HIGHLANDS, shall indemnify, hold harmless, and defend TRLCC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against TRLCC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, TRLCC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend TRLCC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this SUBLEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of TRLCC. If the entirety of the Site is taken, then

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the Condemnation awards and/or payments shall be the property of TRLCC.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit TRLCC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit TRLCC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. TRLCC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this SUBLEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this SUBLEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Sublease, Highlands may immediately terminate this Sublease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and TRLCC shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an

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annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to TRLCC, based on HIGHLAND's tax exempt status during the term of this Sublease, shall be credited towards HIGHLAND'S rent payable under this Sublease. TRLCC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of TRLCC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this SUBLEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

TRLCC: Attention: Chief Executive Director
Taissia Suvorova
The Russian Library & Cultural Center
5537 Hemlock Street
Sacramento, CA 95841

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this SUBLEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this SUBLEASE on any third party, without the written consent of the other Party.

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21. Independent Status.

This SUBLEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This SUBLEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this SUBLEASE that are not fully expressed in this SUBLEASE. This SUBLEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this SUBLEASE be waived, except by written instrument signed by the party to be otherwise expressly permitted in this SUBLEASE.

23. California Law.

This SUBLEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This SUBLEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Sublease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

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27. Counterparts.

This SUBLEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Sublease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this SUBLEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this SUBLEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This SUBLEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this SUBLEASE on the Effective Date.

By: _____ Date: 9/24/24

Bill McGuire , Executive Director
Highlands Community Charter School

By: DocuSigned by: Taissia Suvorova CE86B896BC2F49B... Date: 10/08/24

Taissia Suvorova
The Russian Library & Cultural Center

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of 5537 Hemlock Street on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. TRLCC'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. TRLCC shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and TRLCC shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND
THE RUSSIAN LIBRIARY & CULTURAL CENTER

April 1, 2023

THIS Addendum to the Memorandum of Understanding ("MOU") is made on April 1, 2023 (the "Effective Date"), by and between The Russian Library & Cultural Center, a non-profit community service organization; organized and existing under the laws of the State of California (hereinafter "TRLCC") and Highlands Community Charter and Technical Schools, a California non-profit corporation (hereinafter "HCCTS").

WHEREAS, TRLCC is the master leaser of certain real property and facilities located at 5537 Hemlock Street, Sacramento, CA 95841 (the "Site");

WHEREAS, TRLCC and the HCCTS entered into an MOU to document the arrangement between the parties regarding the HCCTS use of the Site on a month to month basis pursuant to the conditions set forth in the MOU;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree to an ADDENDUM as follows:

Facilities Use

HIGHLANDS agrees to pay $350 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, and trash.

All other terms and conditions of the original AGREEMENTS shall remain in full force.

HIGHLANDS:
Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Murdock.smith@hccts.org

TRLCC:
Taissia Suvorova
The Russian Library & Cultural Center
5537 Hemlock Street
Sacramento, CA 95841
Attention: Chief Executive Officer

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IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the Effective Date.

By: _____ Date: 4.13.2023

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

By: _____ Date: 04/27/2023

Taissia Suvorova
The Russian Library & Cultural Center

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
THE RUSSIAN LIBRARY & CULTURAL CENTER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of December, 2021 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and The Russian Library & Cultural Center (TRLCC), a non-profit community based organization organized and existing under the laws of the State of California (hereinafter "TRLCC").

I. RECITALS

WHEREAS, TRLCC is the master leaser of a certain real property and its main facilities are located at 5537 Hemlock Street, Sacramento, CA 95841. Classroom and office facilities to be utilized under the terms of this agreement are located at 5537 Hemlock Street, Sacramento, CA 95841.

WHEREAS, HIGHLANDS and TRLCC desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS's use of TRLCC's site during the 2021-22 and 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and TRLCC hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and TRLCC agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS while attending classes at TRLCC.

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2. Use of the Site.

TRLCC hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS's use of the Site shall comply with all TRLCC policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Access to restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the site shall be for the 2021-22 and 2022-23 school years commencing on December 1, 2021 and terminating on June 30, 2023. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with TRLCC's shared use of the site, if any. TRLCC's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to TRLCC. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and TRLCC's equipment thereon, shall revert to TRLCC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide TRLCC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from TRLCC, if available. Upon completion of equipment conducted by TRLCC, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to

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repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and TRLCC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) TRLCC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

TRLCC agrees to provide space to HIGHLANDS as described in section 2 at a charge of $2,000 per month until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2023.

4. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.

Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of TRLCC. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires TRLCC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify TRLCC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to TRLCC property. TRLCC reserves

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the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without TRLCC prior written consent. TRLCC approval of any improvements, including the work schedule, work hours, and modifications, shall be at reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with TRLCC construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. TRLCC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and TRLCC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event TRLCC requires the cessation of work, TRLCC and HIGHLANDS will immediately meet to address TRLCC concerns. No construction or installation will resume until TRLCC concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than December 1, 2021.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. TRLCC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of TRLCC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, TRLCC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by TRLCC, and shall remain in procession of TRLCC at all times.

11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all

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improvements located thereon and deliver up to TRLCC in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. TRLCC insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, TRLCC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, TRLCC use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by TRLCC, in or about the site; TRLCC obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of TRLCC, HIGHLANDS, shall indemnify, hold harmless, and defend TRLCC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions

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and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against TRLCC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, TRLCC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend TRLCC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and TRLCC will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and TRLCC.

16. Access to Inspection.

HIGHLANDS shall permit TRLCC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit TRLCC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting TRLCC oversight obligations. TRLCC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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17. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

TRLCC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of TRLCC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

TRLCC: Taissia Suvorova
The Russian Library & Cultural Center
5537 Hemlock Street
Sacramento, CA 95841
Attention: Chief Executive Officer

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges

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under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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27. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and TRLCC regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to TRLCC Pastor and HIGHLANDS' Executive Director. The Pastor and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Pastor and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By:_____ Date: 11.06.2021

Murdock Smith, Executive Director
Highlands Community Charter School

By:_____ Date: 11.08.2021

Taissia Suvorova, CEO
The Russian Library & Cultural Center

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SECOND LEASE ADDENDUM

This **SECOND LEASE ADDENDUM** modifies and supplements that certain lease agreement ("Lease") dated January 15, 2022, between **The VMZ Development LLC** ("Lessor") and the **Highlands Community Charter and Technical Schools** ("Lessee" or "HCCS"). Lessor and Lessee are sometimes collectively referred to hereafter as the "Parties" and individually as a "Party."

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE LEASE, THE PARTIES HEREBY AGREE AS FOLLOWS:

3. OPTION TO RENEW $1.60 * 11,142 SQFT = $17,827.20

The Parties hereby acknowledge that HCCS has given notice, and Landlord has accepted, that HCCS has exercised both of its two-year options to extend the Lease, thereby extending the term through March 31, 2028. The rent for the extended term shall be as already set forth in the Lease in paragraph 2.

41. ADDITIONAL TERMS

1. ROOF REPLACEMENT

Lessee agrees to replace the roof serving its Premises, new and of the same or substantially similar roofing system and quality of materials to what exists currently, at its own expense. Lessee shall present three bids from duly licensed, bonded and insured roofing contractors to Lessor for approval and Lessor shall select which vendor Lessee shall hire. The bids shall include estimates for permit fees and materials recycling. Any change orders shall be presented to the Lessor for approval before starting work on that change order.

Lessor shall reimburse Lessee for its total out-of-pocket costs for the roof replacement on a monthly basis, as follows: the total amount of the Lessor-approved bid plus all Lessor-approved change orders, divided into monthly payments based on the number of months remaining in the Lease term at the time the roof replacement project is complete. The roof replacement project shall be deemed complete on the next first of the month after it passes final inspection.

Such monthly payments may be applied as rent credits at Lessor's sole discretion.

[SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the respective parties hereto set their hands the day and year written below.

LESSOR:

By: _____
Vachagan Zakaryan, Managing Member

Date: 03/27/2024

LESSEE:

Highlands Community Charter and Technical Schools

By: _____
Murdock Smith, Executive Director

Date: 2/25/24

APPROVED AS TO FORM:

By: _____
Legal Counsel to HCCS

Date: _____

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ADDENDUM NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL (HIGHLANDS)
AND
THE VMZ DEVELOPMENT LLC

The following addition(s) to the Memorandum of Understanding, dated January 18, 2022, were agreed upon by the two parties, HIGHLANDS and The VMZ Development LLC:

2. Term and Rent

At the end of the second paragraph, paragraph B, of this Section on the MOU, the following shall be added:

Lessee shall pay first and last month's rent no later than March 1, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM to the MOU on the effective date of February 14, 2022.

By: _____ Date: 2/14/2022
Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: February 14, 2022
Vachagan Zakaryan, CEO
The VMZ Development LLC

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OFFICE COMMERCIAL LEASE (DRAFT)

THIS LEASE is dated January 01 / 18 / 2022, 2022, for reference purposes only, and is made by and between **The VMZ Development LLC** a California Limited Liability Corporation, hereinafter called the **"Lessor"** and the Highlands Community Charter and Technical Schools, a California nonprofit company who operates adult school and related administrative services, hereinafter called **"Lessee"** or **"HCCS."** Lessor and Lessee are sometimes collectively referred to hereinafter as the **"Parties"** and individually as a **"Party."**

RECITALS

WHEREAS, Lessee is desirous of leasing the herein described Premises and Lessor is desirous of leasing to Lessee said Premises; and **WHEREAS**, Lessor and Lessee have agreed upon the terms of a modified NNN lease for said Premises, as defined below; **NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

AGREEMENTS

1. THE PREMISES.

In consideration of the rents and performance of the covenants herein agreed to be paid and performed by the respective Parties hereto, Lessor does hereby lease to Lessee the following described Premises and Lessee does hereby lease from Lessor the hereinafter described Premises containing approximately 11,142 square feet ("Premises") of rentable space as shown by As Built plans in a Building located having an address of 3801 Florin Road Suite 107, Sacramento, California, together with the right to use, on an exclusive basis, a minimum of 60 dedicated parking spaces in the main parking lot in front of the center. The Premise has entrances at Florin Road and Luther Drive. The Premises are further identified on the plan attached hereto as Exhibit "A" and incorporated herein by reference.

2. TERM AND RENT.

A. Term. The term of this Lease shall be twenty-four (24) full calendar months (the **"Term"**), commencing and ending on the dates set forth in the Memorandum of Commencement Date submitted by Lessee as provided below. Notwithstanding anything to the contrary in this Lease, Lessee shall not be required, and shall have no obligation, to accept possession of the Premises for purposes of commencement of the Term any earlier than March 1, 2022. From January 1, 2022 to February 28, 2022 the Landlord will give keys so Lessee may have access to the Premise to do Lessee's Work without rent payment.

B. Memorandum of Commencement Date. Within ten (10) days after Lessor's delivery of possession of the Premises to Lessee with all of Landlord's Work (identified in Section 6 below if any) **"Substantially Complete"** (as defined in Section 8 below), the Lessor and Lessee shall execute the Memorandum of Commencement Date attached hereto as Exhibit "B" to confirm the commencement date of the Term of this Lease (the **"Commencement Date"**). In the event the Commencement Date of the Term falls on a day other than the first day

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of a calendar month, the first rent payment and last rent payment, if the expiration date is not the last day of the month, shall be prorated accordingly.

C.	**Monthly Rent.** During the Term of the Lease, Lessee shall pay monthly rent as follows:	
Months 01 - 24	$1.45 per square foot / $16, 155.00 per month (Rentable is 11, 142 SF)	03.01.22-02.28.24
Months 25-48	$1.50 per square foot/ $16,713.00 per month (Rentable is 11,142 SF)	03.01.24 - 02.28.26
Months 49-72	$1.55 per square foot/$17,270.00 per month (Rentable is 11,142 SF)	03.01.26 - 02.28.28

D. Payment of Rent. Rent shall be payable at the beginning of each calendar month on the 1st but no later than the 3rd of the month during the Term of this Lease and any renewals thereof. Lessor shall provide Lessee with monthly invoices for the rent. Lessor authorizes Lessee to make all rental payments via ACH to Lessor's bank account for this Lease.

3. OPTION TO RENEW.

Lessee shall hold an option to renew this Lease for up to two (2) successive additional periods of two years each upon the same terms and conditions as contained herein. The Lessee may ask the Lessor to take into consideration any re-carpeting/re-flooring and repainting requested by Lessee following its exercise of the first of two options to renew as set forth. Lessee shall continue to make the rental payment, while the Landlord makes the updates on a term that Lessee and Lessor will work out mutually.

Lessee shall exercise each option to renew by giving written notice to Lessor not later than one hundred twenty (120) days prior to the expiration of the then current term, which notice shall specify the length of the term for which Lessee desires to renew the Lease via the exercise of each option. A renewal beyond the option period rent shall be negotiated and agreed upon no later than 120 days before the expiration of the then current term/option period of this Lease. Should the monthly rent not be agreed upon by the parties within sixty (60) days before the expiration of the then current term of this Lease, then the option to renew shall expire. Should the option to renew expire, Lessee shall be entitled to hold over for a minimum period of ninety (90) days upon the same terms and conditions as in this Lease.

4. OPTION TO LEASE ADDITIONAL SPACE.

During the Term of this Lease and any renewals thereof, Lessee shall have the option to lease if vacant–available that area shown as the **"Additional Space"** on Exhibit "A" attached hereto and incorporated by reference, by adding the Additional Space to this Lease at the same rental per square foot as Lessee is then currently paying for the Premises. Lessor will let the Lessee know as soon as any space shall become available. Lessee shall give Lessor thirty (30) days' written notice of Lessee's election to exercise this option to add the Additional Space to this Lease. Within sixty (60) days after Lessor's receipt of such notice, Lessor shall deliver possession of the Additional Space to Lessee ready for occupancy and complete with tenant improvements of the same kind and quality as have been previously provided in the original Premises Within ten (10) days after delivery of the Additional Space

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to Lessee ready for occupancy, the Lessor and Lessee shall execute a revised Memorandum of Commencement Date to confirm the new total square footage being occupied by Lessee under this Lease and the then applicable rent.

5. USE OF PREMISES.

The Premises shall be used primarily for HCCS and its partners' administration, office purposes, meeting and workshop training, counseling, one on one independent adult education and for related purposes, and for no other purposes without Lessor's prior written consent. Lessee shall comply with all applicable federal, state and local laws , zoning, planning, and regulations in connection with its use and occupancy of the Premise.

6. PLANS AND SPECIFICATIONS.

A. Lessor's Construction of Tenant Improvements. On or before the Completion Date, Lessor shall provide the tenant improvements as set forth in Exhibit "C" attached hereto and incorporated herein by reference (the "Landlord's Work"). The "Completion Date" for Landlord's Work is identified in Exhibit C. All Landlord's Work shall be performed by licensed contractors, as applicable, and shall conform with all applicable building codes and regulations, including without limitation Title 24 of the California Code of Regulations and the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., as amended Americans with Disabilities Act ("ADA"), at the time of Lessor's delivery of the Premises to Lessee. Lessor must re-install the required pedestrian gate per ADA requirements on the Luther Drive side along the ADA public way access path way and to stripe and light any pathway to meet ADA compliance including making any bathrooms ADA compliant. Lessor and Lessee will inspect the property and any work that is identified as Landlord Work will be completed by or before 3/1/2022.

B. Governmental Approvals. Lessor shall be responsible for obtaining approval for the Landlord's Work from all necessary government agencies and shall pay all development and building permit fees, utility relocation charges, utility hook-up fees and charges, and the like required for the site work and for the completion of the Landlord's Work. The Parties agree that they shall be bound by any change to the Landlord's Work ordered as a condition of government approval.

7. PERMITTED DELAYS.

The construction period provided for in Section 6 above shall be extended by a number of days equal to the number of days during which construction is delayed by any of the following (a **"Permitted Delay"**):

A. Force Majeure. Material shortages, strikes, lockouts, boycotts, governmental actions, war, riot, insurrection, rebellion, acts of God, fire, flood, or earthquake.

B. Changes in Landlord's Work Requested by Lessee. Any change in the Landlord's Work requested by Lessee which will substantially increase the time needed to construct the Landlord's Work.

C. Delay by Lessee. Any delay caused by the Lessee.

D. Delay in Governmental Approvals. Any delay with respect to obtaining governmental approvals not within Lessor's or Lessee's control.

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Within five (5) business days of the occurrence of a condition that would give rise to a Permitted Delay, Lessor shall give Lessee written notice of the commencement of any Permitted Delay and the Lessor's reasonable estimate of the time necessary to resolve the condition giving rise to such Permitted Delay. The same for Lessee.

8. FAILURE TO HAVE PREMISES READY FOR OCCUPANCY.

IN THE EVENT LESSOR FAILS, FOR ANY REASON OTHER THAN A "PERMITTED DELAY" AS DEFINED IN SECTION 7 OF THIS LEASE, TO SUBSTANTIALLY COMPLETE THE LANDLORD'S WORK BY THE COMPLETION DATE, THEN LESSEE SHALL NOT BE LIABLE FOR ANY RENT WHATSOEVER UNTIL SUCH TIME AS THE LANDLORD's WORK IS SUBSTANTIALLY COMPLETE. "SUBSTANTIALLY COMPLETE" SHALL BE DEFINED AS CONFORMING TO THE SPECIFICATIONS CONTAINED IN EXHIBIT C, ATTACHED HERETO. SHOULD THE LESSOR FAIL TO COMPLETE THE LANDLORD'S WORK FOR FORTY-FIVE (45) DAYS OR MORE BEYOND THE COMPLETION DATE, LESSEE MAY, AT ITS OPTION, CANCEL AND TERMINATE THIS LEASE WITHOUT ANY OBLIGATION ON ITS PART WHATSOEVER, AND RECEIVE A COMPLETE REFUND OF ANY AND ALL SUMS THERETOFORE PAID TO LESSOR UNDER THIS LEASE WITHIN TEN (10) BUSINESS DAYS OF CANCELLATION. IF THE GOVERNMENT APPROVAL IS DELAYED FOR LESSEE WORK THEN LESSEE IS NOT OBLIGATED TO BEGIN RENT PAYMENT.

BY SIGNING BELOW, THE PARTIES SPECIFICALLY APPROVE THIS CANCELLATION PROVISION.

LESSOR:_____

LESSEE: m j smith _____

9. NONCONFORMING TENANT IMPROVEMENTS FOLLOWING OCCUPANCY.

Lessee shall, no later than ninety (90) days after occupancy of the Premises or commencement of the Term, whichever is later, notify Lessor in writing if any of Landlord's Work does not conform with the specifications in Exhibit C. Lessor shall repair or replace Landlord's Work that does not conform with the specifications in Exhibit C within thirty (30) days of such notice.

10. MAINTENANCE BY LESSOR.

A. Lessor's Duties. Lessor shall, at its own expense during the Term of this Lease and all renewals thereof, provide and maintain in good repair and tenantable condition, the complete interior and exterior of the Premises and the Building that contains them, together with all appurtenances, rights, privileges and easements belonging, or appertaining thereto, including but not limited to the following:

1) Roof, exterior walls, interior walls, ceilings, glazing, storefront exterior doors and windows, sky lights, interior doors, hardware locks, flooring, common areas, landscaping and landscaping area,

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parking lot and lighting, ramps, fencing, drive ways and landscape areas, interior and exterior walls, and other facilities of the Premises and Building which contains them. Said facilities shall include without limitation all plumbing, sinks, faucets, toilets, pipes, hot water heaters, electrical systems, internet cables, air conditioning, ventilating and heating systems, awning, and kitchenette areas but shall not include any items installed by Lessee.

2) Maintenance of equipment shall include, but is not limited to, furnishing and replacing electrical light fixtures, electrical outlets and switches, light bulbs, florescent tubes, ballasts, and air conditioning, ventilating and heating equipment filters.

3) Lessor is responsible for maintaining in clean, air blown and swept, non-oil stained driveway and access gate at Florin Road and Luther Drive. The Landlord is responsible for opening and closing the Florin Road and Luther Drive access gates at 8AM and 8PM. The Lessee will give a schedule of its operating days by January 30, each calendar year to the Landlord. The Lessor is responsible for sweeping, power washing, and maintaining the grounds of the parking areas including ADA pathways, maintain asphalt and cements in safe and working conditions with no potholes or dips that can cause safety or flooding, parking and wheel stops, emergency and parking stall paint stripping, basic signage in the parking lot, the address of the building, and the landscape planting strip in good and attractive conditions in front of the main front door entrance from the Florin Road side as well as the parking lot lights to be working at all times and the gates to work.

B. Failure to Repair. In Lessor shall, after notice in writing from Lessee requiring the Lessor to comply with the above requirements in regard to a specified condition, fail, refuse, or neglect to comply within ten (10) days of such notice, or in the event of an emergency constituting a hazard, Lessee may, in addition to any other remedy Lessee may have, make such repair at its own cost and deduct the amount thereof from the monthly rents that may then be or thereafter become due under this Lease.

C. Emergencies. Lessor shall designate maintenance repairmen for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning system emergencies, roof and for other emergencies who can be called by Lessee in the event of an emergency situation when Lessor or its agent cannot be contacted within a reasonable time and for evening and weekend and holidays.

D. Service Contracts. Lessor shall employ a licensed heating and air conditioning contractor pursuant to a service contract to service the heating and air conditioning system serving the Premises and to maintain the system in reasonable condition and repair (including reasonably scheduled filter changes) during the Term of this Lease and all renewals thereof. A copy of the service contract shall be submitted to Lessee prior to occupancy of the Premises.

E. Pest Control. Lessor shall provide initial and regular (monthly) pest and vermin control service to the Premises including, but not limited to, cockroaches, ants, insects, rodents, bees, and birds. During the Term of the Lease and all renewals thereof, Lessor shall be responsible for all pest control service related to wood destroying pests and organisms including, but not limited to, termites, dry rot and powder post beetles.

F. **Property Tax.** Lessor is a for profit LLC. Lessee is a Nonprofit Adult Charter School with certain local and state designation. Therefore, Lessee may apply annually to the local tax assessor's office for the Welfare Exemption for partial reduction of taxes for the portion Lessee occupies. The Landlord may receive reduced

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property tax and thus credit those savings to the Lessee. A basis of the annual property tax will be established with a copy of the prior year's property tax for a base year to understand and compare the property tax savings.

10. GARBAGE REMOVAL.

Lessor shall, at its own cost and expense, furnish garbage, trash/recycling/green waste removal services for the Premises at the main locations and to have them be regularly serviced and to regularly maintain for smell and cleanliness.

11. JANITORIAL SERVICES.

Lessor shall furnish to Lessee, during the Term and any renewals thereof, at Lessor's sole cost and expense, basic janitorial services of the type and frequency described in Exhibit "D" attached hereto and incorporated herein by reference.

12. GRAFFITI REMOVAL.

Lessor shall promptly remove all graffiti from the exterior walls, windows, fences, poles, and exterior walkways and sidewalks of the Premises and the Building that contains them. If Lessor fails to remove any such graffiti from any exterior portions of the Premises or the Building that contains them within forty-eight (48) hours of written notice being given thereof to Lessor by Lessee, then Lessee may undertake such graffiti removal itself and deduct the actual costs thereof from the Rent. For the purposes of the self-help remedy herein granted, the Lessor hereby grants Lessee all rights necessary to exercise such remedy.

13. MAINTENANCE BY LESSEE.

Except as otherwise specifically identified in this Lease as an obligation of the Lessor, Lessee agrees to keep the Premises in good condition and repair, damage thereto from causes beyond the reasonable control of Lessee and ordinary wear and tear excepted.

14. UTILITIES.

Lessee shall pay, when due, all gas and electricity charges incurred for power, lighting, heating, ventilating and cooling the Premises during the Term of this Lease and any renewals thereof. Lessor shall pay all garbage/recycling, sewer and water charges or rates and exterior lighting when due. Lessee shall pay when due all charges for telephone, electronic data/internet services provided to the Premises. If any interruption in the provision of utility services to the Premises is caused by Lessor in excess of twenty-four (24) hours, the Rent shall be abated for each day of interruption.

15. PARKING.

Lessor shall provide Lessee and its employees and invitees with exclusive right to use the 60 minimum dedicated parking spaces in the center parking lot which contains the Premises. Lessor also shall stripe such areas and provide all disabled/handicapped parking spaces and signage as required by law for the center. Lessor shall provide regular daily sweeping and cleaning services to the parking areas at Lessor's sole cost and expense.

16. ALTERATIONS BY LESSEE.

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Lessee shall not make or suffer to be made any alterations, additions or improvements to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any alterations, additions, or improvements to or of said Premises, including but not limited to, wall coverings, paneling, built-in cabinet work, kitchenette-breakroom, utility-data closet, alarm panels security system, cameras, additional lighting, signage but excluding moveable furniture, cubical partitions, and trade fixtures, shall on expiration of the Term, or any renewal thereof, become part of the realty and belong to Lessor and shall be surrendered with the Premises (unless the item is on a lease basis and the Lessee's vendor has rights to remove them as part of their system lease). Should any such alterations identified above be made, Lessee shall provide Lessor with sufficient prior notice so as to allow Lessor to file a Notice of Non-responsibility. Lessor hereby acknowledges that HCCS is a non-profit corporation that operates an adult charter school (in this case) the property is NOT being used primarily as instructional space-but rather office administrative and programming space including with other partners which is subject to federal, and in some instances State of California, procurement regulations and that HCCA must at all times retain complete discretion in selecting contractors and other entities which will perform any tenant alterations undertaken by HCCS. Consequently, Lessor shall not condition its consent to any proposed tenant alterations, additions or improvements upon HCCS's use of any particular contractor or entity for the performance of tenant alterations, additions or improvements.

17. TRADE FIXTURES.

All trade fixtures, cubical partitions and equipment made or installed by Lessee in the Premises shall remain the property of Lessee, and may be removed by Lessee upon the expiration of the Lease at the option of Lessee. Lessee shall repair any damage resulting from removal of any trade fixtures, cubical partitions and equipment installed by Lessee.

18. INSURANCE.

A. Lessor's Property Insurance. Lessor shall procure and maintain at all times, at its cost, a policy or policies of property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all-risks", as well as insurance covering boiler and machinery and compliance with ordinances or laws if appropriate, for the 100% insurable replacement cost of the Building and improvements which contain the Premises. Lessor shall also maintain business income insurance in an amount sufficient to insure at least 12 months loss of rents for the same perils insured on the Building and improvements. Lessor may not insure with a deductible or self-insured retention exceeding Ten Thousand Dollars ($10,000) without the prior written consent of Lessee.

B. Lessee's Property Insurance. Lessee shall procure and maintain at all times property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all-risks," which insurance covers Lessee's personal property including furniture, fixtures and inventory located at the Premises.

C. Lessor's Liability Insurance. Lessor shall procure and maintain at all times, at its cost, a policy or policies of commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations

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and liability assumed under an insured contract. Coverage shall include a severability of interest provision and shall provide limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate per location. Lessor may not insure with deductibles or self-insurance retention exceeding Ten Thousand Dollars ($10,000) without the prior written consent of Lessee. Lessee, and in their capacity as such, Lessee's officers, board members, agents and employees shall be named additional insureds by way of endorsement in the policy or policies of insurance by which Lessor complies with the above insurance requirements, and Lessor shall obligate its insurer to notify Lessee in writing at least thirty (30) days in advance of any cancellation or failure to renew the above insurance during the Term of this Lease and any renewals thereof. Such liability insurance shall be written as a primary policy, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds. Lessor further agrees to furnish Lessee with copies of the policies evidencing the above insurance coverage upon Lessee's request. Lessor's insurance shall provide what necessary certifications HCCS or its partners' insurance requirements are.

D. Lessee's Liability Insurance. Lessee shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interests provision and shall provide limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate. Lessee's general liability policies shall be endorsed to name Lessor, Lessor's agents and any lender of Lessor as an additional insured. Such liability insurance shall be written as a primary policy, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds. Lessee's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

E. Failure to Insure. If a Party fails to maintain any insurance which that Party is required to maintain pursuant to this Lease, such Party shall be liable to the other Party for any loss or costs resulting from such failure to maintain the required insurance.

19. <u>INDEMNIFICATION</u>.

A. By Lessee. Lessee shall indemnify, defend, protect and hold harmless Lessor, and its partners, property manager, officers, directors, employees and agents, from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation costs) arising out of or in connection with the occupancy, use or control of the Premises by Lessee and its officers, board members, employees, agents, volunteers, guests and invitees.

B. By Lessor. To the fullest extent permitted by law, Lessor shall indemnify, defend, protect and hold completely harmless Lessee and its officers, board members, employees, agents and volunteers, partners, HCCS independent adult students (for purposes of this paragraph, the **"Indemnitees"**), from and against any and all liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation costs) in any way arising out of or in connection with Lessor's ownership, occupancy, use, maintenance or control of the real property and Building that contains the Premises. Lessor shall defend the Indemnitees through legal counsel reasonably

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approved by such Indemnitees in any action, proceeding or arbitration brought against the Indemnitees, or any one of them, by reason of any such claim described above.

21. HOLDING OVER.

Lessee shall have the option to hold possession of the Premises after the expiration of the term of this Lease and/or any renewals thereof for a period of ninety (90) days or less, in Lessee's sole discretion, and thereafter on a month-to-month tenancy. Any hold over period shall be upon the same terms and conditions and at the same monthly rental as described in this Lease. Such month-to-month tenancy may be terminated by either Party by giving a written notice of the intention to terminate said tenancy at least one month prior to the date of the termination of said monthly tenancy.

22. QUIET ENJOYMENT.

Lessor hereby covenants and agrees that upon Lessee paying the monthly rent in the manner aforesaid, and performing the other covenants, terms and conditions of this Lease on the part of Lessee to be kept and performed, Lessee shall have the right at all times, under the terms of this Lease, to quietly and peaceably hold possession, use, occupy and enjoy said Premises for the entire Term and any renewals thereof.

23. SUCCESSORS.

The terms and conditions of this Lease shall extend to, be binding upon, and inure to the benefit of the successors and assigns of the Parties hereto.

24. NOTICES.

All notices required hereunder shall be written and shall be deemed properly served when mailed by certified United States mail, return receipt requested, with postage fully prepaid; or delivered by nationally recognized overnight business courier service such as Federal Express. Notices shall be deemed to have been received on the date set forth on the return receipt; or on the date of delivery by the nationally recognized overnight business courier service. No party shall refuse delivery or evade service of any notice. Notices shall be addressed as follows:

To Lessor at: The VMZ Development LLC
Vachagan Zakaryan, CEO
Attention: Shahen Seyranyan
Sean Seyranyan
11820 Delavan Circle
Rancho Cordova, CA 95742
(916) 390-5272 Cel

To Lessee at: Highlands Community Charter and Technical Schools
Attention: Murdock Smith, Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283 Office

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HCCS's Attorney
With a copy to: Law Offices of Thomas Cregger
Sacramento, California

25. LESSOR'S TITLE.

Lessor covenants that Lessor is well seized of and has good right and title to lease the Premises, will warrant and defend its title thereto, and will indemnify Lessee against any damage and expense, including attorneys' fees, which Lessee may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description of the Premises. If Lessor's title to or the description of the Premises is in any manner disputed, or there is a change of ownership of Lessor's estate by act of third parties or by operation of law, Lessee may withhold the monthly rent thereafter accruing until Lessee is furnished proof satisfactory to it as to the party entitled thereto.

26. LESSOR'S WARRANTIES.

A. Lessor's Warranties Regarding Hazardous Materials. Lessor warrants to the best of Lessor's knowledge and records that the Premises or their title or property rights are not in violation of any federal, state or local law, ordinance or regulation relating to environmental conditions or hazardous materials on, under or about the Premises. Lessor shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (collectively the **"Hazardous Materials Laws"**) relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal, release or transportation of any Hazardous Materials as defined below. Lessor further warrants to the best of Lessor's knowledge and records that no Hazardous Materials have been installed, used, generated, manufactured, stored, released or disposed of on, under or about the Premises and Building that contains them, or transported to and from the Premises or Building that contains them by Lessor, or any third person during the time period Lessor owned and/or managed the Premises or during any earlier period, except as have been disclosed previously in writing by Lessor to Lessee prior to Lessee's execution of this Lease in accordance with Health and Safety Code Section 25915.5. If at any time during the Term of this Lease or any renewal thereof, Lessor learns of any Hazardous Materials problem on or near the Premises, Lessor shall notify Lessee in writing within five (5) days thereof. Lessor further covenants and agrees to remediate any Hazardous Materials, to the extent required by the applicable regulatory authority, which are subsequently discovered at, on, under, or in the Premises and Building that contains them, following the commencement of this Lease. In the event that subsequently discovered Hazardous Materials render the Premises untenantable by Lessee, monthly rent shall be abated until the Hazardous Materials have been remediated in compliance with applicable Hazardous Materials Laws.

B. Hazardous Materials Handling. Lessor shall cause any and all Hazardous Materials removed from the Premises by or at the direction of Lessor to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such Hazardous Materials. Lessor further agrees to take immediate corrective action with respect to any Hazardous Materials problem including, but not limited to, asbestos and lead-based paint, that may affect Lessee and Lessee's use of the Premises. Following execution of this Lease,

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Lessor shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under or about the Premises, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises, without first notifying Lessee of Lessor's intention to do so and affording Lessee ample opportunity to appear, intervene or otherwise appropriately assert and protect Lessee's interest with respect thereto.

C. Notice. Lessor further agrees to notify Lessee in writing prior to Lessee's execution of this Lease of the existence and location of asbestos-containing materials within the Premises in accordance with Health and Safety Code Section 25915.5 and to perform all required abatement thereof. Lessor shall immediately notify Lessee in writing of: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Lessor or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises and Building that contains them, including any complaints, notices, warnings or asserted violations in connection therewith. Lessor shall also supply to Lessee as promptly as possible, and in any event within five (5) business days after Lessor first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises and Building that contains them.

D. Indemnification. Lessor shall indemnify, defend and hold Lessee and Lessee's officers, board members, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, fines, forfeitures, losses or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (1) the presence in, on, under or about the Premises or the discharge from the Premises of any Hazardous Materials as a result of the acts or omissions of Lessor or Lessor's use, analysis, storage, transportation, disposal, Release, threatened Release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises, or (2) Lessor's failure to comply with any Hazardous Materials Law. Lessor's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For the purposes of the release and indemnity provisions hereof, any acts or omissions of Lessor, or by employees, agents, assignees, contractors or subcontractors of Lessor or others acting for or on behalf of Lessor (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessor.

E. "Hazardous Materials" and "Release" Defined. The term **"Hazardous Materials"** as used in this Lease shall include, but is not limited to, substances which are flammable; explosive; corrosive; radioactive; toxic; petroleum and petroleum products; asbestos and asbestos containing materials; lead-based paint; PCBs; as well as any substances defined as hazardous substances, hazardous materials, toxic substances, or hazardous wastes in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.); the Hazardous Material Transportation Act (49 U.S.C. Section 1801 et. seq.); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et. seq.); the Toxic Substances Control Act, (15 U.S.C.

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Sections 2601 et seq.); the Clean Water Act (33 U.S.C. Sections 1251 et seq.); the Hazardous Waste Control Act (California Health and Safety Code Section 25100 et. seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Sections 25249.5 to 25249.13); the Hazardous Substance Account Act (California Health and Safety Code Section 25300 et. seq.); and the California Water Code (Sections 1300 et seq.); as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws, and any other federal, state or local law, statute, rule, regulation or ordinance now in effect which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of a hazardous material or toxic substance. Hazardous Materials shall also include those asbestos containing materials defined and described in U.S. Environmental Protection Agency Report No. 56/5-85-024 (June 1985), or any related or successor report, or other applicable government regulations defining or describing such materials. The term **"Release"** as used herein means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

F. Federal Assurances. Lessor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33.U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency ("EPA") regulations (40 CFR, Part 15). Under these laws and regulations, the Lessor assures Lessee that:

(i) The Premises have not been listed on the EPA List of Violating Facilities;

(ii) Lessor shall notify Lessee, within five (5) business days, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that the Premises, or any portion thereof, is under consideration to be listed on the EPA List of Violating Facilities; and

(iii) Lessor shall notify Lessee and the U.S. EPA about any known violation of the above laws and regulations.

27. CONDEMNATION.

In the event of Condemnation (as defined below) of the Premises, each of the Parties hereto shall have and retain their separate and independent right to seek compensation for loss, costs and damages against the Condemning Authority (as defined below). In the event of such Condemnation of all or substantially all of the Premises, or so much thereof as to render the balance thereof impractical for the use of Lessee, as Lessee in its sole discretion shall determine, this Lease may be terminated by Lessee thirty (30) days after Lessee so notifies Lessor. In the event less than all, or substantially all, of the Premises are condemned, and the balance remaining may be practically devoted to the use of the Lessee, as Lessee in its sole discretion shall determine, this Lease shall not terminate, but the monthly rent shall thereafter be reduced from the Date of Taking (as defined below) as follows:

(a) **Floor Space.** In the case of floor space, by the same ratio as the floor space Lessee is precluded from occupying bears to the total floor space of the Premises immediately before the date of taking; and,

(b) **Parking.** In the case of parking area, by the replacement cost of comparable parking spaces within the one square block area surrounding the Premises.

(c) **Definitions:**

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"Condemnation" means (i) the exercise of the power of eminent domain, whether by legal proceedings or otherwise, by a condemning authority and (ii) a voluntary sale or transfer by Lessor to any Condemning Authority, either under threat of condemnation or while legal proceedings for condemnation are pending.

"Date of Taking" means the date the Condemning Authority has the right to the possession of the Premises or any part thereof.

"Condemning Authority" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation or taking by eminent domain.

28. DESTRUCTION.

A. Destruction. If the Premises are destroyed by fire or rendered unusable by any other cause (hereinafter referred to as **"Destruction"**), this Lease shall terminate if there is a total Destruction of the Premises. If such Destruction shall render ten percent (10%) or less of the floor space of the Premises unusable for the purposes intended, Lessor shall effect restoration of the Premises to substantially the same condition as they were immediately prior to the Destruction as quickly as is reasonably possible, but in any event within thirty (30) days of the event of Destruction. If for any reason said repairs are not completed within the period of thirty (30) days for a Destruction aggregating ten percent (10%) of the floor space or less, then Lessee shall have the option to terminate this Lease or complete the repairs itself, deducting the cost thereof from the monthly rentals due or to become due under this or any other lease between Lessor and Lessee.

B. Greater than 10% Destruction. In the event such Destruction shall render more than ten percent (10%) of the floor space in the Premises unusable, Lessor shall within thirty (30) days of the event of Destruction give written notice to Lessee of the time required to repair the same. If Lessor under such circumstances does not give written notice within thirty (30) days or if repairs will require more than one hundred eighty (180) days to complete from the date such notice is given, Lessee, in either such event, at its option, may terminate this Lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the monthly rentals due or to become due under this or any other lease between Lessor and Lessee.

C. Repair. In the event of Destruction, other than total, where Lessee has not terminated the Lease as herein provided or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said Premises.

D. Rent Abatement. In the event of any Destruction where Lessee remains in possession of the Premises, the monthly rental shall be reduced by the same ratio as the floor space Lessee is thus precluded from occupying bears to the total floor space of the Premises.

E. Destruction During Last Six (6) Months of Term. Notwithstanding anything to the contrary contained in this Section 28, in the event such Destruction shall render more than ten percent (10%) of such floor space unusable and the damage occurs during the last six (6) months of the Term of this Lease or a renewal thereof, Lessor shall not have any obligation to repair, restore or reconstruct the Premises. Should Lessor elect not to repair, restore or reconstruct the Premises pursuant to this Subsection 28.E, it shall give written notice of this intent to Lessee within seven (7) days of the date of Destruction. Should Lessor elect not to repair, Lessee may immediately terminate this Lease with no further obligation whatsoever.

29. FAILURE TO PERFORM.

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If Lessor shall fail or refuse to perform any of the affirmative covenants to be performed by Lessor pursuant to the terms of this Lease, or if Lessor shall fail or refuse to make any payment which Lessor agrees to make or is obligated to make pursuant to the terms of the Lease, then, in the event of the failure of Lessor to perform such affirmative covenant or make such payment within a period of thirty (30) days after Lessee shall have given written notice to the Lessor of its failure to perform such affirmative covenant or make any such payment (except that if such affirmative covenant cannot be reasonably performed within said thirty (30) day period, then if the Lessor shall fail to commence performance of such affirmative covenant within said thirty (30) day period with reasonable speed and diligence until such affirmative covenant is performed), Lessee may, at Lessee's option, either cancel this Lease by giving Lessor a thirty (30) day written notice of cancellation, or cure Lessor's failure to perform or failure to make payment. If Lessee at any time, by reason of Lessor's failure to perform or to make payments after notice as provided herein, pays any sum or does any act that requires the payment of any sum in order to cure Lessor's failure to perform or to make payments, Lessee may deduct the amount thereof from the monthly rentals that may then be or thereafter become due hereunder.

30. WAIVER.

Any Party's failure to take advantage of any default by the other Party or any breach of covenant by the other Party shall not be construed as a waiver thereof.

31. COMPLIANCE WITH LAWS.

A. Permits and Zoning. Lessor will obtain, at its sole cost and expense, all necessary zoning changes or variances, construction and building permits, and licenses for the construction of the Landlord's Work, and shall comply with all local, state and federal laws and regulations concerning the demolition and removal of all or any portions of the existing building(s), structures and other improvements on the Premises, the excavation and the construction and maintenance of the Landlord's Work.

B. Other Laws. Lessor shall make, at its sole cost, the Premises conform to regulations and orders of the California Department of Industrial Relations, the U.S. Department of Labor - Occupational Safety and Health Administration, the California Occupational Safety & Health Department, and the Premises shall meet the requirements of the State Fire Marshall's, local Fire Marshall, Twin Rivers Unified School District, safety orders and shall conform to all disability/handicap laws and regulations applicable to either Lessor or Lessee. Lessor shall, in the performance of its obligations under this Lease, abide by all other applicable laws, ordinances, codes and administrative regulations of the United States, the State of California, and local governments including, but not limited to, the Americans with Disabilities Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, U.S. Environmental Protection Agency regulations (40 CFR Part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871), as well as with the requirements of Title 24 of the California Code of Regulations.

C. Indemnification. Lessor shall indemnify, defend and hold Lessee harmless from any and all costs, liabilities, penalties, fines and judgments arising from Lessor's failure to comply with the foregoing provisions of this Section 31.

32. ENTRY BY LESSOR.

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Lessor shall have the right to enter the Premises at all reasonable times for reasonable purposes, specifically including the right to inspect the Premises during normal business hours, to supply janitorial and other services, and to make repairs. Lessor shall not unreasonably interfere with the conduct of Lessee's business in the Premises during the exercise of the foregoing right to enter.

33. ESTOPPEL CERTIFICATES.

Lessee shall at any time and from time to time upon not less than ten (10) business days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or lender to whom the written statement is addressed. Landlord to sign an estoppel certificate that no other party has rights to use the Premise as contemplated hereto.

34. SUBORDINATION.

As a condition precedent to Lessee's obligations under this Lease, Lessor shall obtain and furnish to Lessee a written Non-Disturbance Agreement reasonably acceptable to Lessee, signed by the holders of all mortgages or deeds of trust now encumbering the Premises within thirty (30) days following Lessor's execution of this Lease. This Lease may be made subordinate to any encumbrance now of record or recorded after the date of this Lease affecting the Premises only after Lessor furnishes to Lessee an executed Non-Disturbance Agreement, in a form reasonably satisfactory to Lessee, from the holder of any encumbrance.

35. GOVERNING LAW.

This Lease shall be governed according to the laws of the State of California; however, to the extent federal laws, rules and regulations are applicable, they will apply as well. Any disputes to be settled shall happen in the County of Sacramento.

36. MODIFICATIONS.

This Lease contains all of the agreements and conditions made between the Parties to this Lease and may not be modified orally or in any manner other than by an agreement in writing signed by all the Parties to the Lease or their successors in interest.

37. EFFECT OF INVALIDITY.

The invalidity or illegality of any provision shall not affect the remainder of this Lease.

38. TIME.

Time is of the essence in the performance of this Lease.

39. PREVAILING WAGE REQUIREMENT.

Lessor acknowledges that the construction of the Landlord's Work and any other construction required under this Lease will be considered as Non public work as defined in applicable California and Federal laws and it does not require the payment of prevailing wages and the employment of apprentices.

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40. RECARPETING AND REPAINTING.

If Lessee exercises its first two-year option to renew this Lease, Lessor shall re-carpet and repaint the Premises during the first (1st) year of said option period, if requested to do so by Lessee. All such re-carpeting-reflooring where broken or cracked and repainting shall be performed between the hours of 6:00 PM and 7:00 AM, Mondays through Fridays, or at any time on Saturdays and Sundays. If Lessee has evening programing, Lessee shall let the Landlord know so a mutually agreed hours can be arranged. Lessor shall be responsible for moving and replacing all furniture and equipment as necessary to accomplish the re-carpeting/reflooring repair and repainting. All carpeting/reflooring and paint shall be of like kind and quality as were originally installed in the Premises at the commencement of this Lease. The paint used for the repainting shall be in a neutral color, and the carpet used for re-carpeting-re flooring shall be in a neutral color, with both being approved by Lessee.

IN WITNESS WHEREOF, the respective parties hereto have hereunto set their hands the day and year written below.

LESSOR:

_____

Vachagan Zakaryan Owner

_____

LESSEE:

Highlands Community Charter and Technical Schools

By: m j smith
_____
Murdock Smith, Executive Director

APPROVED AS TO FORM:

Thomas A. Cregger
_____
Legal Counsel to HCCS

Thomas Cregger

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01 / 18 / 2022

LEASE ADDENDUM

This **LEASE ADDENDUM** modifies and supplements that certain lease agreement ("Lease") dated January __, 2022, between **The VMZ Development LLC** ("Lessor") and the **Highlands Community Charter and Technical Schools** ("Lessee" or "HCS"). Lessor and Lessee are sometimes collectively referred to hereafter as the "Parties" and individually as a "Party."

41. <u>ADDITIONAL TERMS</u>

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE LEASE, THE PARTIES HEREBY AGREE AS FOLLOWS:

A. SPECIAL PERMIT

Lessor and Lessee understand that the Premises is included under a Sacramento County Special Permit allowing for but not expressly requiring the sale of automobiles on site (the "Use"). That Special Permit is attached hereto as Exhibit E. In the event that Lessor and/or Lessee receive notice from any governmental or quasi-governmental entity serving notice of any violation or other proceeding that places the Special Permit at risk of being revoked, cancelled, terminated or anything similar (the "Notice"), the result of which would be to disallow the sale of automobiles on site, Lessee and Lessor shall cooperate in good faith to resolve all issues raised by such notice in a manner intended to preserve the use of the site for the sale of automobiles ("Preserve the Use"), as follows:

i. To the extent that Lessee's use of the Premises may be reasonably altered to Preserve the Use without Lessee suffering significant hardship, Lessee agrees to reasonably alter its use of the Premises without payment or other consideration. Examples of reasonable alterations to Lessee's use of the Premises for this purpose include but are not limited to changing hours of operation, re-arranging parking areas, and accommodating on- and/or off-site construction on a temporary basis.

ii. To the extent that Lessee's use of the Premises may not be altered to Preserve the Use without Lessee suffering significant hardship, Lessee may elect to exercise the rights and remedies available to it under either of paragraphs 27 (Condemnation) or 28 (Destruction), but not both, by reasonably treating the potential loss of Use as if it were an act of condemnation or destruction of the Premises. This election shall be cumulative with the duty to cooperate and reasonably alter Lessee's use described in the Lease.

iii. To the extent that Lessee's use of the Premises is adjudicated to be a contributing factor to the issuance of the Notice, Lessee agrees to defend, indemnify and hold harmless Lessor, its partners, property manager, officers, directors, employees and agents pursuant to the terms and conditions set forth in paragraph 19.A of the Lease.

iv. To the extent that the Notice arises solely from Lessor's intentional acts and/or sole negligence in owning or managing the Premises, Lessor agrees to defend, indemnify and hold harmless Indemnitees pursuant to the terms and conditions set forth in paragraph 20.B above.

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B. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS

Landlord states that the Premises have not been inspected by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. Notwithstanding anything to the contrary in paragraph 10, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of Tenant.

C. COVID-19

To the fullest extent of the law, Lessee and Lessor agree that Lessee shall remain obligated to pay the full rent due under this Agreement in the event that it is denied the use of the Premises, in whole or in part, as a result of COVID-19, including but not limited to by governmental or quasi-governmental lockdowns, mandates, or stay-at-home orders. Nothing in this provision is intended to relieve either Lessor or Lessee from their respective legal obligations to reasonably mitigate losses under the California law. Lessor and Lessee shall reasonably cooperate with each other as necessary to mitigate losses.

D. TRIPLE NET LEASE

It is the intention of the Parties that this is a modified triple-net lease. Notwithstanding any other provision of this lease, Lessee shall be responsible for its own utilities, including but not limited to SMUD, water, sewer, trash, recycling and exterior lights. Any utilities that are not separately metered or separately billed shall be allocated to Lessee according to its pro rata share. In the event that Lessor is denied the benefit of the tax benefits described in paragraph 9.F of the Lease, Lessee shall be responsible for reimbursing Lessor for Lessee's pro-rata share of property taxes for the Premises. Lessee shall also be responsible for its pro-rata share of any mandatory governmental or quasi-governmental charges. Such reimbursements shall be made on a "pay when paid" basis.

E. MAINTENANCE, REPAIRS AND SERVICE CONTRACTS

i. Paragraph 10 (Maintenance by Lessor, "Paragraph 10") is hereby modified as follows. It is the intention of the Parties that all of Lessee's duties described in Paragraph 10 of the Lease shall be **performed** by Lessee. Lessor agrees to reimburse Lessee for actual maintenance expenses Lessee incurs, not to exceed $1,155 per month (subject to further negotiation up to that amount). For the purposes of this paragraph, "maintenance" includes only those items included on the Budget.

ii. The remainder of Lessor's duties under Paragraph 10 shall be arranged for, performed by and paid for exclusively by Lessee. Lessee shall only use its own employees, or else appropriately licensed, bonded and insured contractors and vendors. Lessee shall ensure that Lessor is named as an additional insured in all such situations where Lessee itself is

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named as an additional insured. Lessee shall submit to Lessor copies of all bids, estimates, proposals, contracts or other agreements, insurance declaration pages, invoices and backup thereto for Lessor's records.

iii. Lessee shall be responsible for hiring its own Janitorial services pursuant to Paragraph 11 of the Lease.

iv. Lessee shall be responsible for graffiti removal pursuant to Paragraph 12 of the Lease.

v. Lessee shall be responsible for arranging for and paying for all utilities pursuant to Paragraph 14 of the Lease.

F. MODIFICATION TO LANDLORD'S WORK (PARAGRAPHS 6, 7 AND EXHIBIT C)

Notwithstanding anything else in the Lease, the Parties agree that on January 13, 2022, the Parties performed the walkthrough called for in Exhibit C.5 of the Lease (Landlord's Work), and the work on Exhibit C that Landlord still needs to perform at the time of this signing is items 1 and 4 on Exhibit C. Lessee and Landlord also need to inspect roof, plumbing, HVAC, electrical and related building systems ASAP. Landlord will fix any broken windows and locks. Regarding the ADA gate and parking stripping and ADA, Suite and Address signs, Lessor agrees to perform the work immediately, and retrospectively seek permits if so required.

G. MODIFICATION TO LESSEE'S WORK (PARAGRAPHS 8, 16)

i. Notwithstanding anything else in the Lease, the Parties hereby agree that the rent start date shall be March 1, 2022, and shall not be delayed as a result of any problem with Lessee's work, and/or any Party's government approvals.

ii. Landlord and Lessee understand and agree that Lessee intends to demise the interior premises for classrooms and offices. Lessee agrees that it shall design such interior improvements to be modular to the greatest extent possible and thereby avoid damaging former car "dealer showroom" space.

H. DISCLOSURE OF HAZARDOUS MATERIALS (PARAGRAPH 26)

Lessor and Lessee understand that the premises has been used as a car dealership in the past, and as such, had previously had automobile service performed thereon, which more likely than not resulted in some release of hazardous materials in the past. Lessor is unaware of any specific past or present discharges of hazardous materials any kind, nor is Lessor aware of any past or present enforcement actions and/or non-compliance with relevant statutes, regulations and/or ordinances.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the respective parties hereto set their hands the day and year written below.

LESSOR:

By: _____

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Vachagan Zakaryan, Managing Member

Date: 01 / 19 / 2022

[LESSEE'S SIGNATURES FOLLOW]

LESSEE:

Highlands Community Charter and Technical Schools

By: m j smith

Murdock Smith, Executive Director

Date: 01 / 18 / 2022

APPROVED AS TO FORM:

By: Thomas A. Cregger

Legal Counsel to HCCS

Thomas Cregger

Date: 01 / 19 / 2022

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EXHIBIT "A"

DIAGRAM SHOWING THE PREMISES

[Insert diagram of Building showing
the locations of the Premises and the Additional Space]

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EXHIBIT "B"

MEMORANDUM OF COMMENCEMENT DATE

This Memorandum of Commencement Date is dated this 01 / 18 / 2022 day of _____, for reference purposes only, and is made by and between **The VZM Development LLC,** the Lessor, and the **Highlands Community Charter and Technical Schools,** the Lessee.

The parties have entered into a Lease dated as of 01 / 18 / 2022, (the "Lease") for certain office space (the "Premises") located at 3801Florin Road Suite 107, Sacramento, California.

Lessee and Lessor hereby confirm the following:

1) All of the Lessor's Work to be performed by Lessor pursuant to the provisions of the Lease has been completed;

2) That Lessee has accepted possession of the Premises and now occupies same;

3) That the Rent for the Premises in the amount of $ ~~Murdock Smith~~ per month will commence on March 1, 2022.

4) The Term of the Lease will expire on February 28, 2024.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Memorandum of Commencement Date.

LESSOR:

Shahen Seyranyan

THE VZM Development LLC, C/O Sean Seyranyan

By:_____

LESSEE:

Highlands Community Charter and Technical Schools

By: m j smith

Murdock Smith

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EXHIBIT "C"

Landlord's Work

1.ADA pedestrian gate and any ADA stripping of public walk path

2.Landscape the planting areas and any irrigation for those areas along the ramp near the entrance

3.At minimum two exterior trash cans with lids

4. Restripe the parking spaces and any necessary signage or stamping for parking spaces, entrance and exit and address and suite of the building

5.Other work identified as part of the property walk through inspection and then listed here

Landlord may elect to allow the Lessee to identify vendors to do the work with a scope and cost estimate once agreed to in writing that the Landlord will pay for.

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EXHIBIT D

JANITORIAL AND MAINTENANCE SERVICES

TO BE PROVIDED-

Landlord elects to give Tenant the choice to take care of the items on this list once a reasonable budget estimate is developed on a monthly basis for 12 months and the Landlord will credit cost to cover it monthly and if less or more it rolls over to the end of the year annually.

1. Lessor will provide exterior grounds maintenance of the premise 5 days a week.
2. Lessor provide exterior power washing of the building and windows once a year.
3. Lessor provide exterior power washing of the parking lot 2X a year.
4. Lessor provides weekly air power blowing (exterior parking lot, driveways and walkways.)
5. Lessor replace any non-functioning fluorescent tubes, starters, ballasts and light bulbs. Sweep parking lot and sidewalk areas, and keep free of water, oil spills, debris or other materials which may be hazardous to users of the Premises.
6. Lessor maintains landscaped areas of the Premises in a growing, litter-free, weed-free, and neatly maintained, including functioning sprinklers and drainage system.
7. Lessor to open and close the gates daily.

1. Lessee shall provide janitorial services beyond the basic janitorial to be provided by the Landlord. Lessee to maintain the Premises in a clean, well-maintained condition by eliminating all visible dust, dirt, litter, grime, smears, finger marks, etc., to the greatest degree practically possible, by having janitorial personnel, maintenance personnel, landscape maintenance personnel/other appropriate persons perform the following:

2. The Below is For Information Only. Lessee on a daily basis, Monday through Friday:
    1. Empty and clean all trash containers, replace trash can liners and dispose of all trash and rubbish.
    2. Clean and maintain in a sanitary manner and odor free condition all floors, wash basins, mirrors, toilet bowls and urinals.
    3. Furnish and replenish all restroom supplies (including, but not limited to, soap, towels, seat covers, toilet tissue).
    4. Sweep or dust mop all hard surface floors.
    5. Remove finger marks and smudges from all glass doors.
    6. Vacuum all carpeted areas, including hallways and any stairs.
    7. Specifically check, and if action is needed, then:
        a. Dust the tops of all furniture, counters, cabinets and window sills;
        b. Remove spots and/or spills from the carpets, floors and any stairways
3. On a weekly basis:
    A. Damp mop all hard surface floors.
    B. Dust all window blinds.
    C. Treat and clean all stainless steel drinking fountains and sinks to eliminate stains and water deposits and spot clean the interior walls.
4. On an annual basis:

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A. Wash all windows inside and out, Clean light fixtures, Clean mini-blinds (where installed), Steam clean all carpeted areas to remove all stains and spots and clean any other window coverings as necessary.

In the event of a failure by Lessor to furnish any of the above services or supplies in a satisfactory manner, HCCS may, after giving ten (10) days prior written notice to Lessor, furnish the same at its own cost; and, in addition to any other remedy that HCCS may have, deduct the cost thereof from the Monthly Rent that may then be, or thereafter become, due under this Lease.

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LEASE EXHIBIT "E"

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CITY OF SACRAMENTO PLANNING COMMISSION
RECORD OF DECISION

300 Richards Blvd., 3rd Floor, Sacramento, CA 95811

Project Name:	Credit Max Automotive
Project Number:	P11-087
Project Location:	3799 and 3801 Florin Road
Assessor's Parcel No.:	041-0120-013; 041-0112-016, 021, and 024
Applicant:	Duane Gulbranson for Credit Max Automotive, 741 Fulton Ave., Sacramento, CA 95825, (209)598-1332, klozingtyme@yahoo.com
Action:	Approval of items A and B — Action Date: February 9, 2012

REQUESTED ENTITLEMENT(S):

A. **Environmental Determination**: Exempt per CEQA Guidelines Section 15301.

B. **Special Permit** to establish automobile sales on a property comprising approximately 6.5 developed acres in the General Commercial (C-2) zone.

ACTIONS TAKEN:

On February 9, 2012, the Planning Commission took the following actions based on the attached findings of fact and subject to the attached conditions of approval:

A. Approved the Environmental Determination finding the project Categorically Exempt pursuant to CEQA Guidelines Section 15301-Existing facilities.

B. Approved the **Special Permit** to establish automobile sales on a property comprising approximately 6.5 developed acres in the General Commercial (C-2) zone.

Action certified by: _____
Gregory Bitter-AICP, Principal Planner

Sent to Applicant: 02/13/2012 By: _____
Kimberly Kaufmann-Brisby, Associate Planner

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Subject: Credit Max Automotive (P11-087) February 9, 2012

NOTICE OF PROTEST RIGHTS

The above conditions include the imposition of fees, dedications, reservations, or other exactions. Pursuant to California Government Code section 66020, this Notice of Decision serves as written notice to the project applicant of (1) the amount of any fees and a description of any dedications, reservations, or exactions imposed, and (2) that the applicant may file a protest against the imposition of those fees, dedications, reservations, or other exactions within 90 days of the date of this approval, which is deemed to be the date that the fees, dedications, reservations, or other exactions are imposed. If the payment of a fee is imposed as a condition of approval, but the amount of the fee is not stated in this Notice of Decision and is not otherwise available to the applicant on a fee schedule or otherwise, the 90 days protest period will begin to run when the applicant is notified of the amount of the fee.

For purposes of this notice, the following fees are deemed to be imposed upon approval of the first discretionary entitlement for the subject development project and are subject to the protest procedures set forth in Title 18 of the Sacramento City Code as indicated: North Natomas Public Facilities Fee, Transit Fee, and Drainage Fee (SCC 18.24.160); North Natomas Land Acquisition Fee (SCC 18.24.340); North Natomas School Facilities Fee (SCC18.24.710); Jacinto Creek Planning Area Facilities Fee (SCC18.28.150); Willow Creek Project Area Development Fee (SCC 18.32.150); Development Impact Fees for the Railyards, Richards Boulevard, and Downtown Areas (SCC 18.36.150); Habitat Conservation Fee for the North and South Natomas Community Plan Areas (18.40.090); and Park Development Impact Fee (18.44.140).

The time within which to challenge a condition of approval of a tentative subdivision map, including the imposition of fees, dedication, reservation, or other exaction, is governed by Government Code section 66499.37

EXPIRATION

TENTATIVE MAP: Failure to record a final map within three years of the date of approval or conditional approval of a tentative map shall terminate all proceedings.

SPECIAL PERMIT: A use for which a Special Permit is granted must be established within three years after such permit is issued. If such use is not so established, the Special Permit shall be deemed to have expired.

VARIANCE: Any variance involving an action which requires a building permit shall expire at the end of three years unless a building permit is obtained within the variance term.

PLAN REVIEW: Any plan review shall expire at the end of three years unless a building permit is obtained within the plan review term.

NOTE: Violation of any of the foregoing conditions will constitute grounds for revocation of this permit. Building permits are required in the event any building construction is planned. The County Assessor is notified of actions taken on rezoning, special permits and variances.

APPEALS

Appeals of the Planning Commission decision of this item to the City Council must be filed at 300 Richards Blvd., 3rd Floor, within 10 calendar days of this meeting, on or before February 19, 2012. If the 10th day falls on a Sunday or holiday, the appeal may be filed on the following business day.

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Findings Of Fact

1. Granting the Special Permit is based upon sound principles of land use in that in that the proposed automobile dealership would reuse a former automotive sales facility and would generate economic activity and help in the effort to revitalize the Florin Road Corridor.

2. Granting the Special Permit would not be detrimental to the public welfare nor result in the creation of a public nuisance in that a vacant automotive facility will be put to use, will be conditioned to cosmetically enhance the buildings as needed, will add good jobs, , and will increase economic activity in a challenged area.

3. The proposed project is consistent with the General Plan policy of Jobs and Housing balance in that by encouraging a balance between job type, the workforce, and housing development the negative impacts of long commutes are lessened and the range of employment opportunities are increased. By adding the auto dealership many better and well paying jobs will come available in the south area and may reduce the occasions when Sacramento residents' drive to Elk Grove or Roseville where a majority of the region's auto dealerships currently reside.

4. The project site is within the Florin Road Corridor Design Review District and is subject to design review however because the proposed auto dealership does not propose any changes to the existing structures, staff design review is not required.

5. The proposed project is compatible with both the policies of the General Plan and of the Florin Road Corridor Plan in that the project site is located within the Florin Road-Franklin Boulevard Commercial node and was an auto dealership for approximately thirty years. The reuse of the site and reinvestment in the area is consistent with the corridor revitalization effort.

6. The proposed project complies with the development standards as outlined either through project conditions of approval or by virtue of the proposed automobile sales use. Because automobile sales is the proposed use outdoor vehicle storage is allowed. The project site is within three hundred feet of residential uses so the project will be conditioned such that all automobile servicing or repair work shall occur within a building and shall not occur between the hours of 10 p.m. and 6 a.m., seven days a week.

Conditions of Approval

B. Special Permit: The **Special Permit** to establish automobile sales on a property comprising approximately 6.5 developed acres in the General Commercial (C-2) zone is approved subject to the following conditions of approval:

Current Planning

1. The applicant shall obtain all necessary building permits prior to commencing construction.

2. The project shall substantially conform to the approved plans as shown on the attached exhibits and as conditioned to revise. Any modification to the project shall be subject to review and approval by Planning staff (and may require additional entitlements) prior to the issuance of building permits.

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3. Any building and/or structure containing hazardous material(s) shall be labeled at all doorways with easy to read signs that provide emergency response teams with information pertaining to the hazardous building/structure contents and proper containment procedures. Labeling should be based on existing systems (such as the National Fire Protection Association 704 system) and approved by the City Fire Department.

4. All automobile servicing or repair work shall occur within a building and shall not occur between the hours of 10 p.m. and 6 a.m., seven days a week.

5. Any building in disrepair shall be painted, roll-up doors replaced or repaired, awnings replaced, and cosmetically enhanced to the satisfaction of the planning director within one-year of commencing business operations.

6. A minimum of 95 parking spaces for employees and customers shall be provided including the required number of ADA accessible spaces. Currently the site has 122 parking spaces for customer and employee parking. All existing parking areas may be maintained as is. Any new required parking and maneuvering areas shall comply with the city's shade requirements such that the areas shall be shaded 50 percent after 15 years.

7. The applicant shall provide five (5) bicycle parking spaces onsite. Two of the spaces must be Class I and three shall be either Class I, II, or III. The bicycle parking spaces shall be placed in secure, well lit areas near building entrances and shall be installed within six months of commencing business operations.

8. Should the applicant ever perform work on Service building C requiring a building permit the underlying lots bisecting the building shall be merged or the lot line shall be moved. Proof of a lot merger or lot line adjustment shall be presented to the building official prior to the issuance of any building permit for service building C.

9. Any project signage shall comply with the City's Sign Ordinance requirements.

10. The applicant is responsible for the daily removal of all litter generated by the business from the project site, and the business' Florin road and Indian Lane frontages.

Department of Transportation-Traffic Engineering

11. The applicant shall repair/reconstruct any deteriorated portions of the existing curb, gutter and sidewalk fronting the property along Florin Road and Luther Drive per City standards and to the satisfaction of the Department of Transportation (Anis Ghobril-808-5367);

Department of Utilities-Solid Waste Division Advisories

A. The project must meet the requirements outlined in Sacramento City Code Chapter 17.72.

B. Solid waste trucks must be able to safely move about the property, with minimum backing, and be able to empty the bins and cans safely.

C. Properties must accommodate trucks, as well as cans or bins, that are roughly the

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dimensions outlined in the "Truck, Bin, and Can Dimensions" section, on the next page.

D. As a commercial property, this site must have solid waste services, but is not required to use City of Sacramento Solid Waste Services. This means the property manager may have the site served by a franchised hauler instead of the City of Sacramento, if so desired.

E. Solid waste driver must not have to move front-loader bins more than 15 ft. for collection.

F. The property must have enough weekly capacity of both trash and recycling to meet the requirements are outlined in 17.72.030, which for this project is 1 cubic yard for trash, and another 1 cubic yard for recycling.

Sacramento Area Sewer District Advisories (SASD)

G. Some parcels of the project are currently connected to public sewer. Sewer service shall continue to be provided by SASD infrastructure to the existing sewer service lateral. Required modifications, if any, shall be to the satisfaction of SASD. SASD Design Standards apply to any sewer construction and/or modification.

H. Each parcel with a sewage source shall have a separate connection to the District public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or the District public sewer line.

I. In order to obtain sewer service, construction of District sewer infrastructure may be required.

J. Re-developing this property may require payment of additional sewer impact fees. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information.

Planning Advisory:

K. The first full-sized sheet of the project's Building Permit plans set shall include: 1) A Zoning Affidavit signed by the applicant that affirms the plans submitted for building permit comply with all conditions of approval and approved exhibits; and 2) The project's conditions of approval and all approved exhibits.

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February 9, 2012

Subject: Credit Max Automotive (P11-087)

Exhibit B-1 Site Plan

P11-087
NOVEMBER 9, 2011

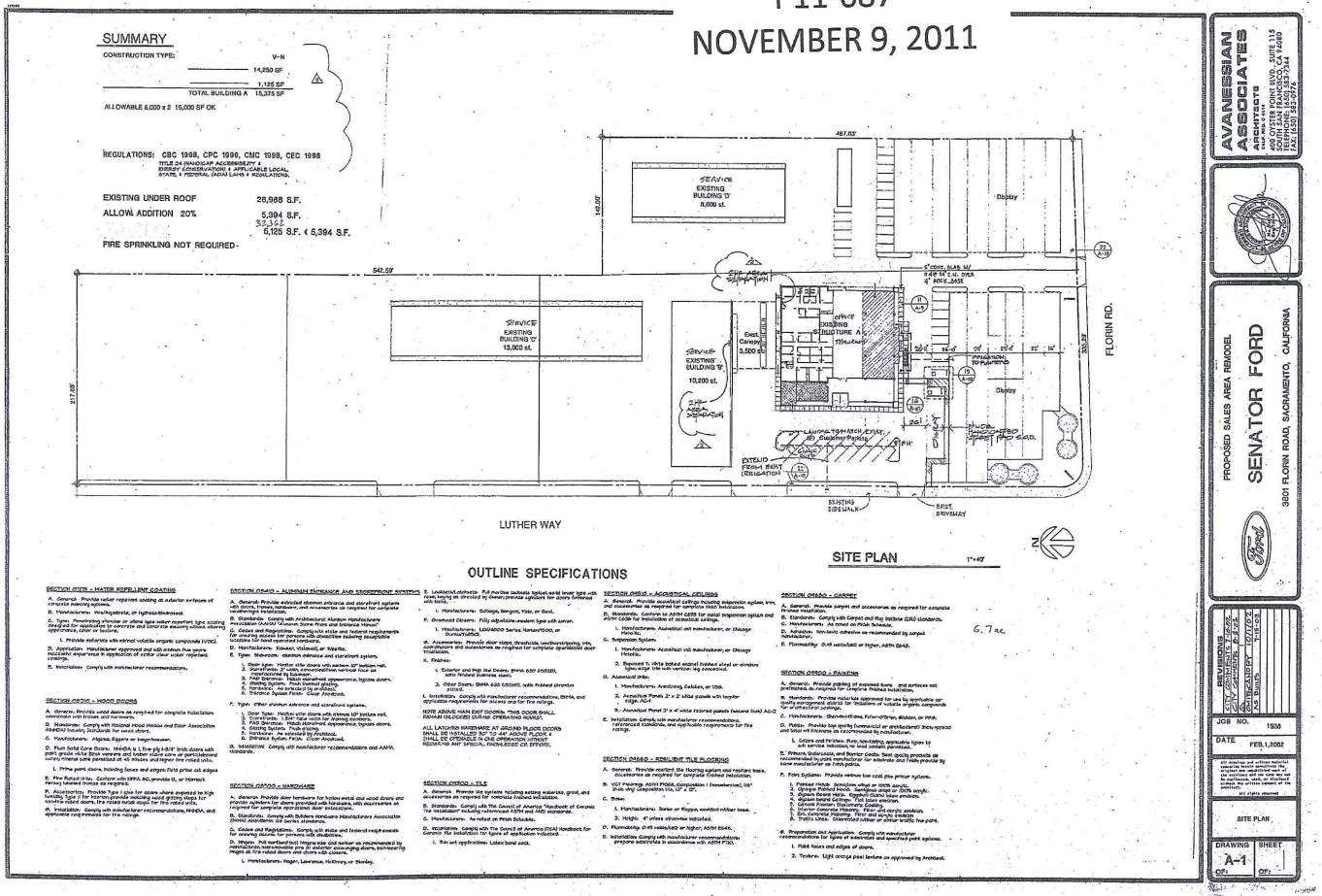

AVANESSIAN ASSOCIATES
ARCHITECTS
400 OYSTER POINT BLVD., SUITE 115
SOUTH SAN FRANCISCO, CA 94080
PHONE (650) 583-0744
FAX (650) 583-0742

PROPOSED SALES AREA REMODEL
SENATOR FORD
3801 FLORIN ROAD, SACRAMENTO, CALIFORNIA

JOB NO. 1033
DATE FEB.1,2002
SITE PLAN
DRAWING A-1 SHEET

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Exhibit B-2 Floor Plan

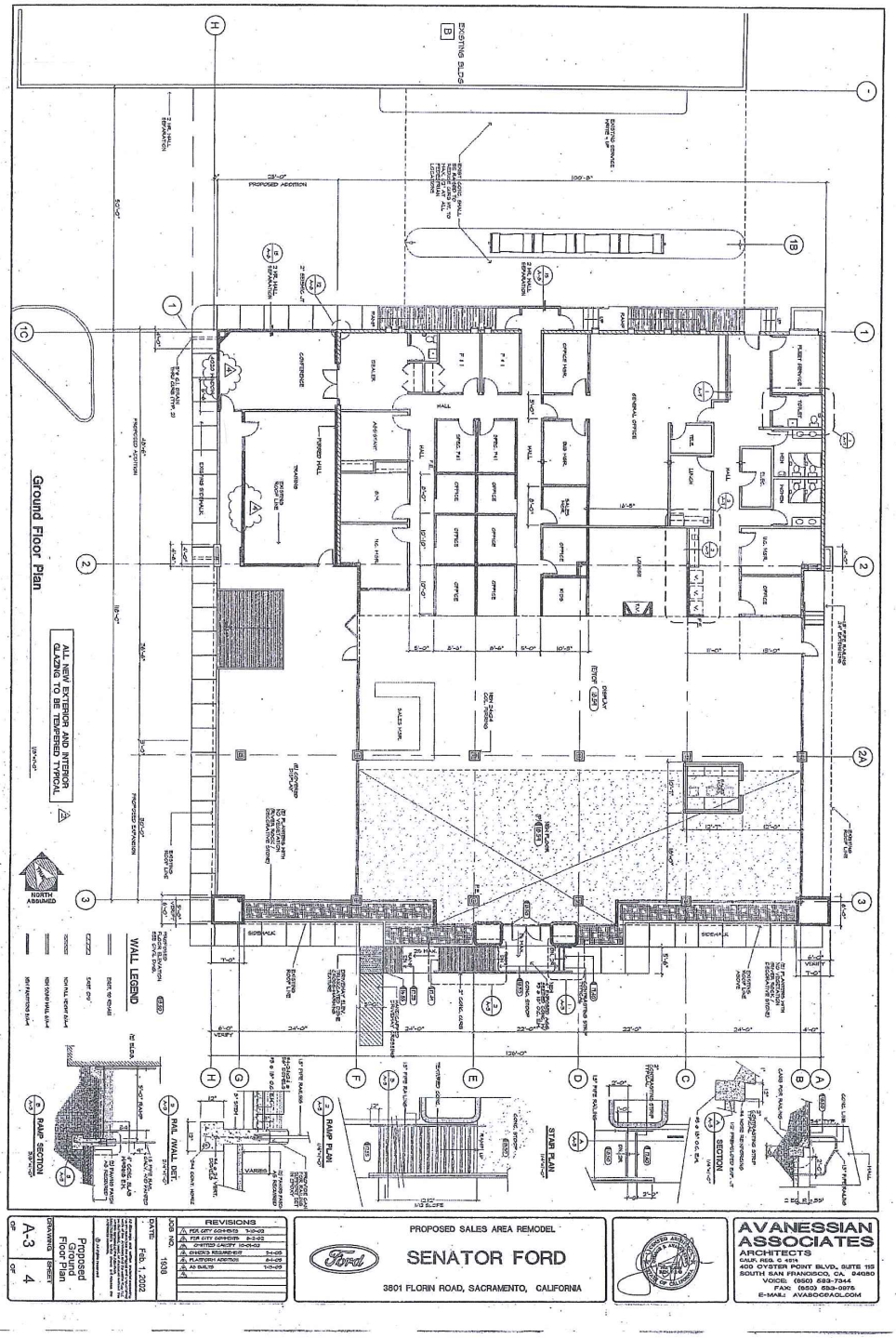

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Exhibit B-3 Elevations

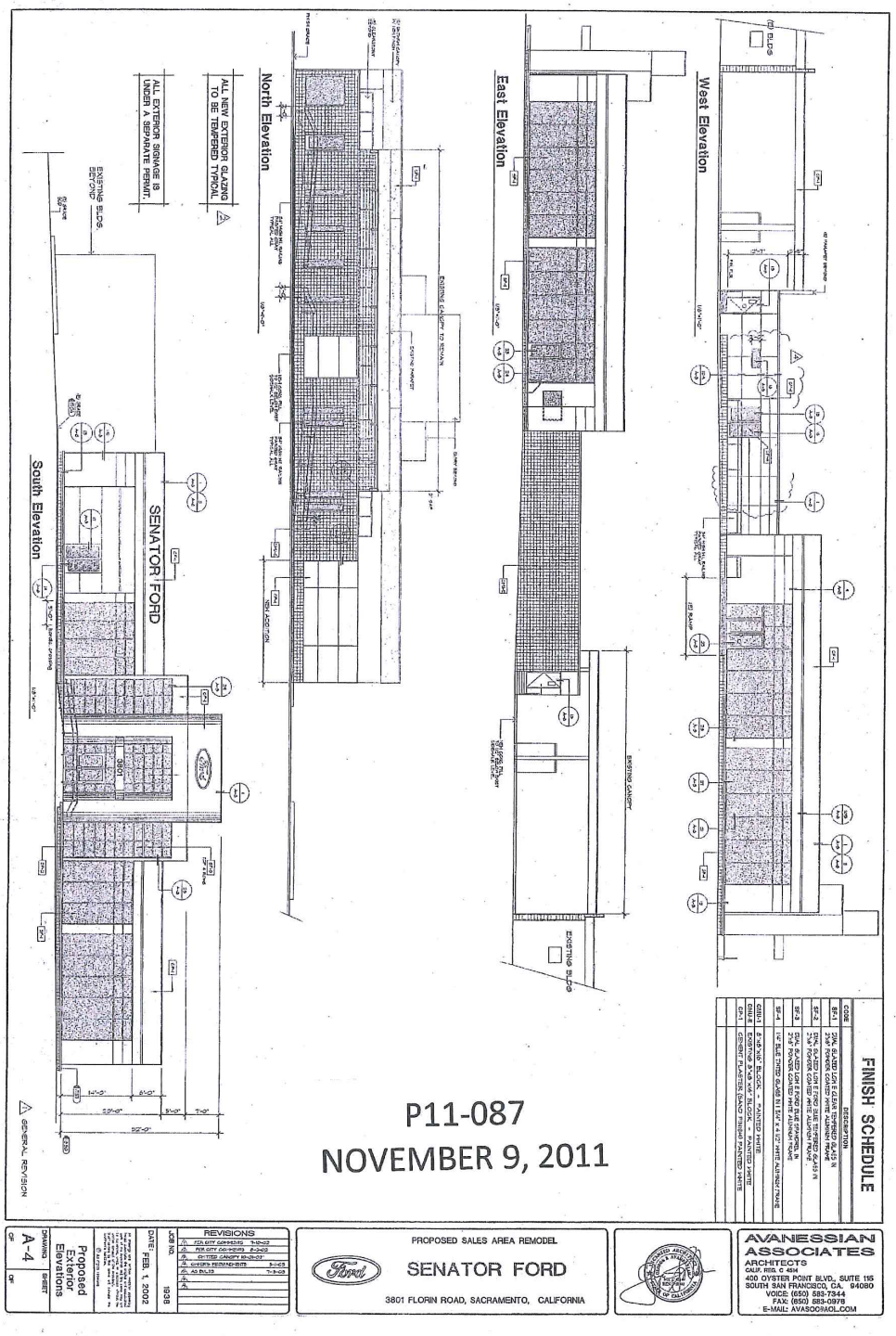

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Exhibit B-4 Site Photos Showroom-Offices

SUBJECT PROPERTY



Showroom / Office Building A - NORTH



Showroom / Office Building A - SOUTH



Showroom / Office Building A - EAST



Showroom / Office Building A - WEST

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NOVEMBER 9, 2011

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Exhibit B-5 Site Photos Service Building B

SUBJECT PROPERTY



Service Building B - NORTH

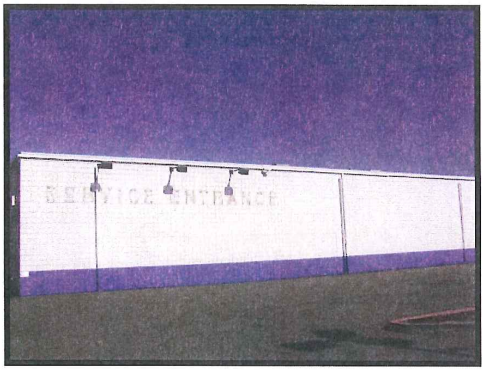

Service Building B - SOUTH

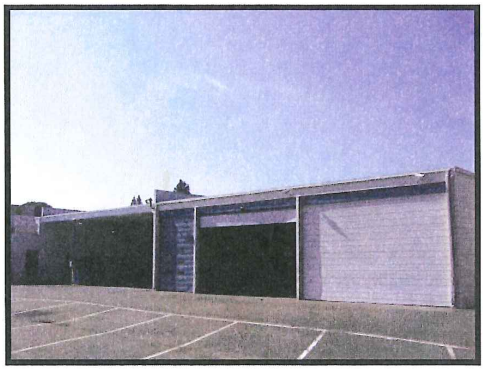

Service Building B - EAST



Service Building B - WEST

P11-087
NOVEMBER 9, 2011

054 - 3801 Florin Rd Suite 107.pdf

Subject: Credit Max Automotive (P11-087) February 9, 2012

Exhibit B-6 Site Photos Service Building C

SUBJECT PROPERTY

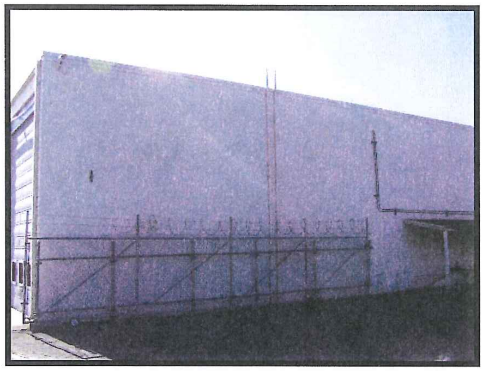

Service Building C - NORTH

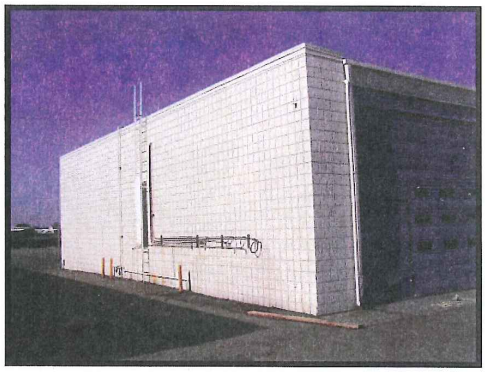

Service Building C - SOUTH

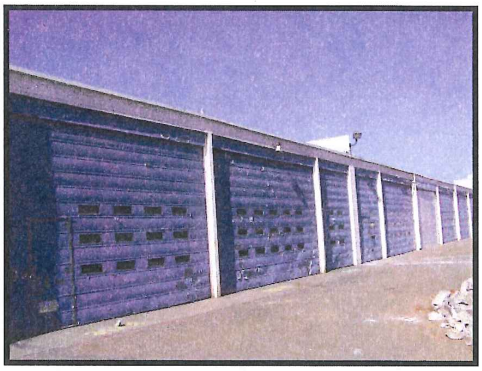

Service Building C - EAST



Service Building C - WEST

P11-087
NOVEMBER 9, 2011

054 - 3801 Florin Rd Suite 107.pdf

Subject: Credit Max Automotive (P11-087) February 9, 2012

Exhibit B-7 Site Photos Service Building D

SUBJECT PROPERTY

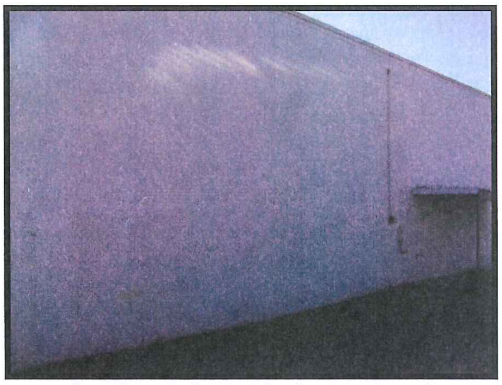

Service Building D - NORTH

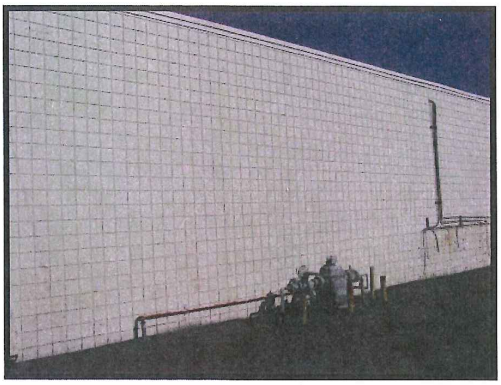

Service Building D - SOUTH



Service Building D - EAST

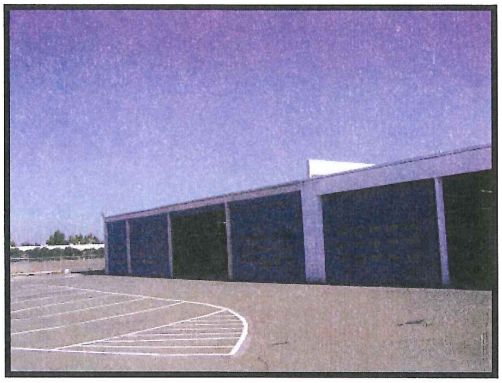

Service Building D - WEST

P11-087
NOVEMBER 9, 2011

054 - 3801 Florin Rd Suite 107.pdf

HELLOSIGN

Audit Trail

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FILE NAME	3801%20Florin%20R...%202022.01.15.pdf
DOCUMENT ID	bd0b87710d3db867ab8064d9fe82638546cc30c2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

This document was requested from app.clio.com

Document History

SENT	**01 / 18 / 2022** 19:48:07 UTC	Sent for signature to Shahen Seyranyan (shahenseyranyan@gmail.com), Vachagan Zakaryan (zakaryan1976@yahoo.com), Murdock Smith (murdock.smith@hccts.org) and Thomas Cregger (tac@creggerlaw.com) from bill@williamstanger.com IP: 71.202.186.31
VIEWED	**01 / 19 / 2022** 01:27:07 UTC	Viewed by Murdock Smith (murdock.smith@hccts.org) IP: 50.239.126.82
SIGNED	**01 / 19 / 2022** 01:30:30 UTC	Signed by Murdock Smith (murdock.smith@hccts.org) IP: 50.239.126.82
VIEWED	**01 / 19 / 2022** 18:50:20 UTC	Viewed by Thomas Cregger (tac@creggerlaw.com) IP: 75.111.70.145

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054 - 3801 Florin Rd Suite 107.pdf

HELLOSIGN

Audit Trail

TITLE	3801 Florin Road Lease with Addendum v.2 2022.01.15.pdf
FILE NAME	3801%20Florin%20R...%202022.01.15.pdf
DOCUMENT ID	bd0b87710d3db867ab8064d9fe82638546cc30c2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

This document was requested from app.clio.com

Document History

SIGNED	**01 / 19 / 2022** 18:52:04 UTC	Signed by Thomas Cregger (tac@creggerlaw.com) IP: 75.111.70.145
VIEWED	**01 / 20 / 2022** 01:50:55 UTC	Viewed by Shahen Seyranyan (shahenseyranyan@gmail.com) IP: 99.88.120.90
SIGNED	**01 / 20 / 2022** 01:52:39 UTC	Signed by Shahen Seyranyan (shahenseyranyan@gmail.com) IP: 99.88.120.90
VIEWED	**01 / 20 / 2022** 01:53:41 UTC	Viewed by Vachagan Zakaryan (zakaryan1976@yahoo.com) IP: 71.197.64.100
SIGNED	**01 / 20 / 2022** 01:56:14 UTC	Signed by Vachagan Zakaryan (zakaryan1976@yahoo.com) IP: 71.197.64.100
COMPLETED	**01 / 20 / 2022** 01:56:14 UTC	The document has been completed.

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LICENSE FOR FACILITIES USE

This License for Facilities Use (the "License"), is dated March 1, 2022, for reference purposes only, and is made by and between the **HIGHLANDS COMMUNITY CHARTER SCHOOL**, hereinafter called "Licensor" or "HIGHLANDS", and the **SACRAMENTO EMPLOYMENT AND TRAINING AGENCY,** hereinafter called "Licensee" or "SETA".

Background

SETA desires a license to use approximately 11,142 square feet of shared office space at 3801 Florin Road, Sacramento, California (the "Premises") for the operation of a Sacramento Works Job Center. HIGHLANDS is willing to grant SETA a license to use the Premises for said use upon the following terms and conditions.

NOW, THEREFORE, for a valuable consideration and the performance of the covenants stipulated herein, and intending to be legally bound hereby, HIGHLANDS and SETA agree as follows:

1. Licensor grants Licensee a license to use the Premises upon all of the terms and conditions contained in this License.

2. This License shall commence upon the later of March 1, 2022, or completion of inspection and acceptance by Licensee as described in Paragraph 8, and expire on February 28, 2024. The Premises shall be made available for use by Licensee between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday.

3. Licensee agrees to pay Licensor a license fee (the "License Fee") based on Licensee's fair share of the cost of utilities, custodial, security and other costs related to the operation of a Sacramento Works Job Center. The total license fee shall not exceed $2,000 per month. License Fees shall be payable at the end of each calendar month, after receipt of original invoices, at the address of Licensor set forth hereafter for the receipt of notices.

4. Licensee shall use the Premises only for the operation of a Sacramento Works Job Center and for no other purposes.

5. Licensee shall indemnify, defend, protect and hold harmless Licensor, and its respective officers, directors, agents, employees and volunteers, from and against any and all demands, claims, actions, losses, liabilities, damages and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the Premises caused in whole or in part by a wrongful or negligent act or omission of Licensee or anyone directly employed by Licensee, its officers, agents, invitees, guests or volunteers. Licensor shall defend, indemnify and hold harmless Licensee, its officers, directors, agents, employees and volunteers, from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the Premises caused in whole or in part by a wrongful or negligent act or omission of Licensor or anyone directly employed by Licensor, its officers, agents, invitees, guests, or volunteers. It is the intention of Licensor and Licensee that where comparative fault is determined to have been

054 - 3801 Florin Rd Suite 107.pdf

contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, employees, agents, invitees, guests, or volunteers.

6. Licensee shall, at its sole cost and expense, procure and maintain in full force and effect, during the term of this License and any extensions thereof, an insurance policy insuring against direct or indirect liability for personal injury, wrongful death or property damage occasioned by reason of the operations of Licensee upon, in, or around the Premises. Said policy shall have a single limit of no less than One Million Dollars ($1,000,000.00), shall name Licensor as additional insured by way of endorsement, and shall provide for thirty (30) days advance written notice to Licensor prior to cancellation.

Licensor shall, at its sole cost and expense, procure and maintain in full force and effect, during the term of this License or any extensions thereof, public liability insurance covering the building space where the Premises are located, in an amount not less than One Million Dollars ($1,000,000.00), single limit, for personal injury, wrongful death, or property damage. Said policy shall name Licensee as additional insured by way of endorsement, and shall contain provisions which guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to Licensee, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply. Each party hereto agrees to provide the other, upon request, a copy of the endorsement(s). Each party hereto may self-insure for the above insurance, and in such instance shall provide the other party with a letter of self-insurance against liabilities and claims arising at the Premises. Failure to maintain insurance (or adequate self-insurance) as required by this License is a material breach of contract and may be grounds for termination of this License.

7. Licensee may terminate this License at any time upon not less than sixty (60) days' prior written notice to the Licensor.

8. Licensee shall be permitted to inspect and approve the condition of the premises prior to occupancy. Upon such acceptance, Licensor shall have no further responsibility for the condition of the premises. Licensee acknowledges that it is licensing the Premises without any warranty or representation by Licensor as to the condition of the Premises or the fitness of the Premises for Licensee's use thereof.

9. All fixtures and equipment made or installed by Licensee in the Premises shall remain the property of Licensee and shall be removed by Licensee upon the termination or expiration of this License. Licensee shall repair any damage to the Premises resulting from the removal of any fixtures and equipment.

10. Licensee agrees that it will, at all times during its use and occupancy of the Premises, comply with all ordinances, laws and regulations affecting the use and occupancy thereof.

11. Licensee shall keep the Premises in a clean, safe condition, free of trash and garbage and upon termination or expiration of this License shall return the Premises to Licensor in good condition, excepting ordinary wear and tear and damage caused by forces beyond the reasonable control of Licensee. Licensor agrees to make commercially reasonable efforts to enforce the obligations of the Landlord under the Master Lease.

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12. Licensor and its Landlord and their respective agents, contractors and employees shall have the right to enter upon the Premises at all reasonable times to inspect the same to see that no damage has been done, and to make such repairs, improvements or alterations as they deem necessary.

13. The terms and conditions of this License shall extend to, be binding upon, and inure to the benefit of the permitted successors and assigns of the parties hereto.

14. This License sets forth all of the promises, conditions and understandings between Licensor and Licensee relating to the Premises. There are no promises, conditions and understandings, either oral or written, between Licensor and Licensee other than those set forth in this License. No subsequent modification or agreement with respect to the terms of this License shall be effective, unless such subsequent modification or agreement is in writing executed by both Licensor and Licensee.

15. All notices from either party to the other under this License shall be in writing and sent by nationally recognized overnight delivery service for next business day delivery or sent by United States certified or registered mail, postage prepaid with return receipt obtained, addressed as follows:

TO LICENSEE:	Sacramento Employment and Training Agency 925 Del Paso Blvd. Sacramento, CA 95815 Attention: Executive Director
WITH A COPY TO:	Law Offices of Gregory D. Thatch 1730 I Street, Suite 220 Sacramento, CA 95814 Attn: Gregory D. Thatch
TO LICENSOR:	Highlands Community Charter School 1333 Grand Avenue Sacramento, CA 95838 Attention: Executive Director

16. The Premises are contained within office space that Licensor has leased from VMZ Development LLC (the "Landlord"), pursuant to a lease dated January 18, 2022, (the "Master Lease"), a copy of which has been provided to Licensee. Licensee shall comply with all of the terms and conditions contained in the Master Lease. To the extent that there are any inconsistencies between the Master Lease and this License, the provisions of this License shall prevail over the Master Lease as between Licensor and Licensee.

054 - 3801 Florin Rd Suite 107.pdf

IN WITNESS WHEREOF, the parties hereto have executed this License as set forth below.

LICENSEE:

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

By: _____
Denise Lee
Interim Executive Director

LICENSOR:

HIGHLANDS COMMUNITY CHARTER SCHOOL

By: _____

Name: Murdock Smith

Title: Executive Director/CEO

Approved as to Form:

_____
Legal Counsel to SETA

Approved as to Form:

_____
Legal Counsel to Highlands Community Charter School

054 - 3801 Florin Rd Suite 107.pdf

CONSENT TO LICENSE

VMZ Development LLC, being the Landlord under the Master Lease, hereby consents to the use of the Premises by the Sacramento Employment and Training Agency and consents to the foregoing License.

By: _____

Its: CEO

6/14/21

EXHIBIT A

DIAGRAM OF PREMISES BEING LICENSED

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

AP Contracts <contracts@hccts.org>

Fwd: Highland Community Charter School - 8211 Bruceville Rd

AP Contracts <contracts@hccts.org> Thu, Oct 30, 2025 at 11:52 AM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Success Vang <success.vang@hccts.org>, Sarah Satingin <SarahS@hilbersinc.com>, Maintenance <maintenance@hccts.org>, Accounts Payable Accounts Payable <ap@hccts.org>, Matthew Lemos <matthew.lemos@hccts.org>, Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>, Pramesh Ram <pramesh.ram@hccts.org>, "Schmidt, Josh @ Sacramento" <Josh.Schmidt@cbre.com>, IT <it@hccts.org>

Hi Aaron,

Hope all is well! Thank you for your patience while we were making final decisions.

We appreciate the opportunity that has been given to us to utilize these spaces however please accept this notice as our official 30 day notice to terminate the lease agreement for 8211 Bruceville Rd Suite 125.

Rent payment for the month of November has been processed and sent out. If we have any outstanding balances or new fees, please let me know and we can get those squared away.

Additionally, we have security deposits for both Suites as follows:

Suite 115: $5,413.80
Suite 125: $2,606.87

Please advise when we can expect these to be returned.

Please let me know if there are any questions or concerns.

Thank you,

Success Vang.

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Fri, Oct 24, 2025 at 9:06 AM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

Yes, Suite 115 will terminate on 11/15/2025 per the 30-day notice.

Also, we will expect full payment as normally received for Suite 125.

HJP
HILBERS JONES
PROPERTIES

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

From: AP Contracts <contracts@hccts.org>
Sent: Friday, October 24, 2025 8:51 AM

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Success Vang <success.vang@hccts.org>; Sarah Satingin <SarahS@hilbersinc.com>; Maintenance <maintenance@hccts.org>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>; IT <it@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hello Aaron,

Thank you for providing these. We will be making payments on any outstanding balance for Suite 115 accordingly.

To confirm, the termination date for Suite 115 is 11.15.25, correct?

Thank you,

Success Vang.

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Thu, Oct 23, 2025 at 3:09 PM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

> Please find attached.

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

HILBERS JONES
PROPERTIES

From: Success Vang <success.vang@hccts.org>
Sent: Thursday, October 23, 2025 5:56 AM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Sarah Satingin <SarahS@hilbersinc.com>; Maintenance <maintenance@hccts.org>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>; IT <it@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Aaron,

Thanks for clarification. Yes, if you can please pull those invoices for our reference again, that'd be greatly appreciated.

Thank you,

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Wed, Oct 22, 2025 at 2:55 PM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

Good afternoon!

These estimates were made based off the 2024 CAM Reconciliation. I can resend the invoices, but I will need to pull those.

HILBERS JONES PROPERTIES

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

From: Success Vang <success.vang@hccts.org>
Sent: Wednesday, October 22, 2025 6:52 AM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Sarah Satingin <SarahS@hilbersinc.com>; Maintenance <maintenance@hccts.org>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>; IT <it@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Aaron,

Thank you so much for the updated statement however before we make payments, can we request supporting documents for the tax and insurance estimates?

Additionally unfortunately we've not come to a conclusion on Suite 125. Once we've made a decision, we'll reach out accordingly.

Please let me know if there are any questions or concerns.

Thank you,

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Tue, Oct 21, 2025 at 4:11 PM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Here is the October and November rent invoice for Suite 115. The total balance due for rent and CAM charges is $13,087.87. November was prorated based on the notice provided.

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

From: Success Vang <success.vang@hccts.org>
Sent: Tuesday, October 21, 2025 10:39 AM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Sarah Satingin <SarahS@hilbersinc.com>; Maintenance <maintenance@hccts.org>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>; IT <it@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Aaron,

Apologies for the delay but we will need until the end of day to confirm whether we are ready for both suites to be terminated 11/15/2025. Suite 115 will terminate for sure, but we still need to review Suite 125.

If anything, we will let you know first thing in the morning of next steps.

Please let me know if there are any questions or concerns.

Thank you,

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Mon, Oct 20, 2025 at 2:55 PM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

> Hello,
>
> Please let us know your decision regarding Unit 125. If you plan to move out and would like both move-outs processed for 11/15/2025, we'll need to receive your 30-day notice by tomorrow morning at the latest so we can schedule them together.
>
> Please note, our system currently shows the lease expiring on 10/31/2025.

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

From: Success Vang <success.vang@hccts.org>
Sent: Friday, October 17, 2025 6:06 AM
To: Sarah Satingin <SarahS@hilbersinc.com>; Maintenance <maintenance@hccts.org>
Cc: Aaron Bains <hjp-ar@hilbersinc.com>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>; IT <it@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Sarah,

I reviewed the lease, and please correct me if I'm wrong here, I see an execution date of 09.01.22 and an expiration date of 12.31.25 for a total of (3) years and (3) months.

Upon further review, I also noticed that there's a short clause that states the termination date of Suite 125 is to be concurrent with the expiration date of Suite 115. If so, we can try to make this happen, however I'm not sure how long our team would need to vacate the premises and retrieve our property. @IT @Maintenance Can both teams advise how much time would be needed to vacate and retrieve our property?

Nonetheless, please advise what your thoughts are and we can work with you in moving in the right direction.

Please let me know if you have any questions or concerns.

Thank you,

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Thu, Oct 16, 2025 at 2:09 PM Sarah Satingin <SarahS@hilbersinc.com> wrote:

> Hi Success. We show that unit 125 is due to expire at the end of this month. If we allow you to continue a Month-to Month lease, we do need to add a 3% increase. Please let us know if you plan to vacate this unit as well.
>
> Thank you.
>
> **Sarah Satingin**
> HJP Property Manager
> SarahS@hilbersinc.com
> Hilbers Jones Properties
> Direct 530-923-2962 | Tel 530-923-2962
> 770 N. Walton Ave. Suite 200
> Yuba City, CA 95993

From: Success Vang <success.vang@hccts.org>
Sent: Thursday, October 16, 2025 11:56 AM
To: Sarah Satingin <SarahS@hilbersinc.com>
Cc: Aaron Bains <hjp-ar@hilbersinc.com>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

<matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Sarah,

Suite 125 is a separate contract that expires at a later date so it is only for Suite 115 at this time.

Thank you,

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Thu, Oct 16, 2025 at 11:54 AM Sarah Satingin <SarahS@hilbersinc.com> wrote:

> Hello Success. Can you confirm if both units (115 and 125) are leaving?
>
> Thank you.

HJP
HILBERS JONES PROPERTIES

Sarah Satingin
HJP Property Manager
SarahS@hilbersinc.com
Hilbers Jones Properties
Direct 530-923-2962 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

From: Success Vang <success.vang@hccts.org>
Sent: Thursday, October 16, 2025 11:20 AM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Accounts Payable Accounts Payable <ap@hccts.org>; Sarah Satingin <SarahS@hilbersinc.com>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Aaron,

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Apologies for any inconveniences.

As you mentioned, we understand that we are still responsible for the rent and we will make sure to pay the rent and affiliated fees accordingly. Please put together a statement that shows the outstanding balance so we can move forward accordingly.

Additionally, please accept the attached notice as our official notice to vacate the premises (Suite 115).

@Pramesh Ram @Waisuddin Akhondzada Please coordinate and schedule some time to do a final walk through.

Please let me know if there are any questions or concerns.

Thank you,

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Thu, Oct 16, 2025 at 10:54 AM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

> If that were the case, no notice was provided, and no move-out was processed; therefore, as the tenant, you are still responsible for the rent payment. A late fee has been applied since payment was not received on time. I can provide the total balance so the account can be brought current when you make a payment next month.

HILBERS JONES
PROPERTIES

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

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From: Accounts Payable Accounts Payable <ap@hccts.org>
Sent: Thursday, September 25, 2025 2:12 PM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Aaron,

Our records show the lease for Suite 115 expired on 9/30/25; however, if we continue to lease it may be on a month to month basis. This is being presented to our Board of Directors on Oct 9th and if approved we will process the Oct and Nov payment together.

Please let me know if you have any questions

Thanks,

De'Onna Jack

Accounts Payable

A: 1111 Howe Avenue, Suite 505, Sacramento, CA 95825
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Wed, Sep 24, 2025 at 3:42 PM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

> Hello,
>
> We received payment for Unit 125 only. Unit 115's account still has a balance, so I wanted to point that out just in case.

HILBERS JONES
PROPERTIES

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com

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Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

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HILBERS JONES
PROPERTY MANAGEMENT

3/14/2025

RE: 2024 CAM Reconciliation & 2025 CAM Estimate Adjustments

To Whom This May Concern:

We have finalized the 2024 CAM Reconciliation for your leased space at Strawberry Creek in Sacramento, CA. Please find attached a copy of your 2024 CAM Reconciliation along with the 2025 CAM Estimate adjustments.

Your estimated CAM charges for 2025 are also included in the reconciliation for your reference.

If you have not yet done so, we encourage you to contact our office to set up access to Commercial Café for online payments, as we are transitioning away from processing physical checks.

We appreciate your continued partnership and look forward to another successful year together. If you have any questions regarding your reconciliation, please do not hesitate to reach out via email or call us at (530) 923-2962.

Warm regards,

Aaron Bains
Hilbers Jones Property Management

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

INVOICE

Hilbers Jones Properties
770 N Walton Ave
Yuba City, CA 95993-9470
(530) 923-2962

Prepared For
Highland Community Charter School
Willow Glen Community, LP - Strawberry Creek, Unit B115
Sacramento, CA 95823

Property:
Willow Glen Community, LP -
Strawberry Creek
Sacramento, CA 95823

Invoice Date	03/14/2025
Invoice No.	24503
Unit	B115

Billing Information:

Description	Amount
2025 CAM Estimate Adjustment to Actual (Jan-Mar)	-394.55
2024 CAM Reconciliation	-1,203.11
Grand Total	-1,597.66

Notes

Remittance Advice

(please detach and return)

Tenant Information		Invoice Information	
Name:	Highland Community Charter School	**Unit**	B115
Address:	Willow Glen Community, LP - Strawberry Creek	**Payment Date**	
City/State/Zip	Sacramento, CA 95823	**Payment Amount**	

Thank you for your prompt payment

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

INVOICE

Hilbers Jones Properties
770 N Walton Ave
Yuba City, CA 95993-9470
(530) 923-2962

Prepared For
Highland Community Charter School
Willow Glen Community, LP - Strawberry Creek, Unit B125
Sacramento, CA 95823

Property:
Willow Glen Community, LP -
Strawberry Creek
Sacramento, CA 95823

Invoice Date	03/14/2025
Invoice No.	24507
Unit	B125

Billing Information:

Description	Amount
2025 CAM Estimate Adjustment to Actual (Jan-Mar)	-294.20
2024 CAM Reconciliation	-928.47
Grand Total	-1,222.67

Notes

Remittance Advice

(please detach and return)

Tenant Information		Invoice Information	
Name:	Highland Community Charter School	**Unit**	B125
Address:	Willow Glen Community, LP - Strawberry Creek	**Payment Date**	
City/State/Zip	Sacramento, CA 95823	**Payment Amount**	

Thank you for your prompt payment

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Strwberry Creek - 2024 Operating Budget

Total Owned SF	57,373
Bldg. A2	6,156
Bldg. B	24,515
Bldg. C	12,225
Bldg. D	14,477

	Highland Charter School
	8211
Suite	B-115
Square ft.	2,578
CAM Shared Pro-rata	4.49%
CAM SHOPS Pro-rata	10.52%

CAM SHARED EXPENSE	Amount	
Maintenance & Repairs	$ 20,597.84	$ 925.54
Maintenance & Repairs - Supplies	$ 300.08	$ 13.48
Landscaping	$ 33,916.23	$ 1,523.99
Irrigation	$ 1,541.95	$ 69.29
Painting	$ 1,117.00	$ 50.19
Painting - Supplies	$ 31.18	$ 1.40
Electrical	$ 3,723.48	$ 167.31
Plumbing	$ 1,611.99	$ 72.43
Roof	$ 2,150.00	$ 96.61
Locks & Keys	$ 3,356.36	$ 150.81
Janitorial / Porter Services	$ 33,960.86	$ 1,526.00
Security Services	$ 116,124.00	$ 5,217.92
Sweeping	$ 18,388.32	$ 826.26
Power Washing	$ 18,183.33	$ 817.05
Gas & Electric	$ 14,280.41	$ 641.68
Water	$ 40,008.94	$ 1,797.76
Garbage	$ 38,602.85	$ 1,734.58
Dump Run/Haul Away	$ 300.00	$ 13.48
Pest Control	$ 6,896.00	$ 309.87
Administrative Fees	$ 52.38	$ 2.35
Maintenance Payroll	$ 405.00	$ 18.20
Bank Charges	$ 882.60	$ 39.66
License/Permits	$ 180.56	$ 8.11
Subtotal CAM Shared	**$ 356,611.36**	**$ 16,023.98**
CAM-SHOPS EXPENSE		
Fire Alarm	$ 6,123.93	$ 172.07
Property Management Fee	$ 119,994.46	$ 5,391.83
Repairs & Maintenance - Bldg.		
Sewer Service Expense Per Tenant	**$ 76,370.52**	**$ 606.83**
Insurance Property	$ 66,609.04	$ 1,574.64
Property Tax	$ 256,155.55	$ 10,920.51
Subtotal CAM Shops	**$ 525,253.50**	**$ 13,274.06**
Total CAM Expenses	**$ 881,864.86**	**$ 29,298.04**
Admin. Fee		**10%**
Admin Amount		**$ 2,390.62**
Total Operating Expenses	$ 881,864.86	$ 31,688.67
CAP Adjustment		
Occupancy		100%
Total 2024 Tenant Share	**$ 881,864.86**	**$ 31,688.67**
	Total 2024 NNN Charges Billed	$ 32,891.78
Total 2024 CAM REC DUE/(CREDIT)		**$ (1,203.11)**

Color Legend

Expenses excluded from Admin Fee
Tenant does not pay into expense

2025 CAM Est
Monthly -
$ 2,640.72

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Strwberry Creek - 2024 Operating Budget

Total Owned SF	57,373
Bldg. A2	6,156
Bldg. B	24,515
Bldg. C	12,225
Bldg. D	14,477

	Highland Charter School
	8211
Suite	B-125
Square ft.	1,169
CAM Shared Pro-rata	2.04%
CAM SHOPS Pro-rata	4.77%

CAM SHARED EXPENSE	Amount	
Maintenance & Repairs	$ 20,597.84	$ 419.69
Maintenance & Repairs - Supplies	$ 300.08	$ 6.11
Landscaping	$ 33,916.23	$ 691.06
Irrigation	$ 1,541.95	$ 31.42
Painting	$ 1,117.00	$ 22.76
Painting - Supplies	$ 31.18	$ 0.64
Electrical	$ 3,723.48	$ 75.87
Plumbing	$ 1,611.99	$ 32.85
Roof	$ 2,150.00	$ 43.81
Locks & Keys	$ 3,356.36	$ 68.39
Janitorial / Porter Services	$ 33,960.86	$ 691.97
Security Services	$ 116,124.00	$ 2,366.08
Sweeping	$ 18,388.32	$ 374.67
Power Washing	$ 18,183.33	$ 370.49
Gas & Electric	$ 14,280.41	$ 290.97
Water	$ 40,008.94	$ 815.20
Garbage	$ 38,602.85	$ 786.55
Dump Run/Haul Away	$ 300.00	$ 6.11
Pest Control	$ 6,896.00	$ 140.51
Administrative Fees	$ 52.38	$ 1.07
Maintenance Payroll	$ 405.00	$ 8.25
Bank Charges	$ 882.60	$ 17.98
License/Permits	$ 180.56	$ 3.68
Subtotal CAM Shared	$ 356,611.36	$ 7,266.11
CAM-SHOPS EXPENSE		
Fire Alarm	$ 6,123.93	$ 78.03
Property Management Fee	$ 119,994.46	$ 2,444.94
Repairs & Maintenance - Bldg.		
Sewer Service Expense Per Tenant	$ 76,370.52	$ 605.92
Insurance Property	$ 66,609.04	$ 714.03
Property Tax	$ 256,155.55	$ 4,951.93
Subtotal CAM Shops	$ 525,253.50	$ 6,349.90
Total CAM Expenses	$ 881,864.86	$ 13,616.01
Admin. Fee		10%
Admin Amount		$ 1,361.60
Total Operating Expenses	$ 881,864.86	$ 14,977.61
CAP Adjustment		
Occupancy		100%
Total 2024 Tenant Share	$ 881,864.86	$ 14,977.61
	Total 2024 NNN Charges Billed	$ 15,906.08
Total 2024 CAM REC DUE/(CREDIT)		$ (928.47)

Color Legend

Expenses excluded from Admin Fee
Tenant does not pay into expense

2025 CAM Exp Est
Monthly -

$ 1,248.13

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To: rich.henning@hccts.org; 01/30/2024

Cc:

Subject:2023 Reconciliation - Highland Charter School B-125

Hello,
Please find attach the 2023 CAM Reconciliation for Highland Charter School located at suite B-125. Your new CAM for 2024 is $1,346.20. This will be as of January 1, 2024. Please check Commercial Café for your balance. We look forward to another great year.
Sincerely,
Jennifer Sandoval
Hilbers Jones Properties

To: rich.henning@hccts.org; 01/30/2024

Cc:

Subject:2023 Reconciliation - Highland Charter School B-115

Hello,
Please find attach the 2023 CAM Reconciliation for Highland Charter School located at suite B-115. Your new CAM for 2024 is $2,772.24. This will be as of January 1, 2024. Please check Commercial Café for your balance. We look forward to another great year.
Sincerely,
Jennifer Sandoval
Hilbers Jones Properties

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

#125 CAM Rec

Jennifer Sandoval <hjp-ar@hilbersinc.com> Tue, Apr 11, 2023 at 11:13 AM
To: "ap@hccts.org" <ap@hccts.org>

Dear Highland Charter School,

We have completed your 2022 CAM Reconciliation for the space you lease at 8211 Bruceville Rd, Suite B125 Sacramento, CA. The amount due for 2022 is $658.73. Please see attached breakdown. The balance on your account is $5,750.00. If you are not already signed up on Commercial Café, please do so. All Payments are to be made to:
Willow Glen Community, LP
770 N Walton, Suite 200
Yuba City, CA 95993

Your estimated CAM charges for 2023 are: $1,097.88 due monthly.
We look forward to another great year. If you have any questions regarding this reconciliation, please feel free to contact us at: 530-923-2962.

[Quoted text hidden]
[Quoted text hidden]

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

FIRST AMENDMENT TO LEASE

October 13, 2022

This is an Amendment to the Lease Agreement dated August 10, 2022, between Willow Glen Community LP ("Lessor") and Doc Smith ("Lessee") for the real property described as 8211 Cosumnes River Blvd, Suite 125, Sacramento, CA 95823.

("Lessor") and ("Lessee") hereby agree to amend the Lease:

Tenant entity shall be changed to Highland Community Charter School and Doc Smith shall be removed as personal guarantor.

Lease Commencement Date shall be October 13, 2022.

LANDLORD and TENANT have signed this Amendment to Lease Agreement on the dates set forth below:

Date: 10/31/22

Landlord: Willow Glen Community LP

By: [signature]

Name: Kurt Hilbers

Date: 10/19/2022

Tenant: Highland Community Charter School

By: DocuSigned by: Murdock Smith
E65F74F20BF3462...

Name: Murdock Smith

DocuSign Envelope ID: 43B57702-5F38-4309-AAD3-4807177C5587

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FUNDAMENTAL LEASE PROVISIONS

PROPERTY: **Strawberry Creek 8211 Cosumnes River Blvd, Suite 125, Sacramento, CA 95823**

LANDLORD: *(Article 1)*	Willow Glen Community LP
TENANT: *(Article 1)*	Doc Smith
DATE OF LEASE: *(Article 1)*	
TENANT D.B.A.:	Highland Community Charter School
SQUARE FOOTAGE *(Article 2)*	±1,169
LEASE PAYMENT SCHEDULE: *(Article 4)*	Month(s) / Rate/ SF / Rate/Month + NNNs* 1-4 / $0.00 / $0.00 09.01.22-12.31.22 5-16 / $2.10 / $2,454.90 01.01.23-12.31.23 17-28 / $2.16 / $2,525.04 01.01.24-12.31.24 29-39 / $2.23 / $2,606.87 01.01.25-12.31.25 **Tenant shall not pay NNN charges during Tenants abated rent period. Tenant shall begin paying NNN charges after Tenant's 3rd month of abated rent. NNN is estimated at $0.81 PSF/per month.*
CONSTRUCTION: *(Exhibit B)*	Landlord shall deliver to Tenant said space in as-is condition.
LEASE TERM: *(Article 5)*	Three (3) Years and three (3) months (Lease terminated date to be concurrent with expiration date of Tenant's Lease for Suite 115)
OPTIONS	Provided that Tenant is not in default of said lease, Tenant shall receive one (1) three (3) year option at the then current market rental rate. Tenant shall notify landlord in writing of Tenant's intent to exercise said option One Hundred Eighty (180) days prior to the termination of the base term.
COMMENCEMENT DATE: *(Article 5)*	The term of the Lease shall commence upon delivery of Premises by Landlord to Tenant substantially in the condition herein.
RENTAL COMMENCEMENT DATE: *(Article 5)*	Tenant's rent shall commence one hundred and twenty (120) days after Landlord has delivered the Premises to Tenant substantially in the condition herein. Tenant's NNNs shall commence after Tenant's third month of abated Rent.

DS

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SECURITY DEPOSIT: *(Article 6)*	Equal to last month's rent payable upon Tenant's execution of the Lease document.

BROKERS:

LANDLORD: Rick Martinez – CBRE, Inc

TENANT: Cameron Freelove – Century 21 Commercial Real Estate

DS

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057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

STANDARD FORM SHOPPING CENTER LEASE

ARTICLE I
PARTIES

This lease, dated as of this _____, 2022, is made by and between Willow Glen Community LP (herein called "Landlord") and Doc Smith (herein called "Tenant").

ARTICLE 2
PREMISES

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises"), containing approximately ±1,169 square feet of floor area. The premises are situated within a building (the "Building") within a shopping center known as Strawberry Creek (the "Center"). The location, address and dimensions of the Building and the Premises are delineated on Exhibit A attached hereto and incorporated herein by reference. Said Premises and the Center are located at 8211 Cosumnes River Blvd, Suite 125 in the City of Sacramento, County of Sacramento, State of California. The Common Area is defined in Article 25.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

ARTICLE 3
USE

Tenant shall use the Premises for a Charter School and shall not use or permit the Premises to be used for any other purpose without prior written consent of the Landlord.

ARTICLE 4
MINIMUM RENT

4-1 Initial Minimum Rent. Tenant agrees to pay to Landlord as minimum rent ("Minimum Rent"), without notice or demand, the monthly sum of Two Thousand Four Hundred Fifty-Four Dollars and Ninety Cents ($2,454.90), in advance, on or before the first day of each and every successive calendar month during the term hereof, except that the first month's rent shall be paid upon the execution hereof. Rent for any period which is less than (1) month shall be a prorated portion of the monthly installments herein based upon a thirty (30) day month. Said rental shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

4-2 Minimum Rent Adjustment. The amount of Minimum Monthly Rent as set forth in Section 4.1 above shall be increased on each anniversary of the first day of the first calendar month of the term of this Lease during the term of this Lease as outlined in the Fundamental Lease Provisions above.

ARTICLE 5
TERM

5-1 Commencement. The Lease term shall be thirty-nine (39) full calendar months, plus any partial month in which the rental commences. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to the Lease term, i.e., construction, hold harmless, liability insurance, etc.; and the parties agree to be bound by these articles prior to commencement of the Lease term. The lease term shall commence ("Commencement Date") (check appropriate box):

☐ ~~On the _____ day of _____, 20_____, if the Premises are being leased in its "as is" condition or subject to such incidental work as is to be performed by Landlord prior to said date. This work, if any, to be set forth in the attached Exhibit B or in its~~

DS

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absence, the Addendum attached hereto and incorporated herein by reference and, in this latter event, the rental shall commence on said date only if Landlord shall have substantially completed this work.

☐ ~~_____ (_____) days after substantial completion of Landlord's Work in the Premises (as defined in Exhibit B to the Lease), or when Tenant opens for business, whichever occurs first. The date of such substantial completion is the date the Premises are substantially complete to the extent of Landlord's Work, except for such work that Landlord cannot complete until Tenant performs necessary portions of Tenant's Work (as defined in Exhibit "B") or the date Tenant initially opens for business in the Premises. Substantial completion of Landlord's Work shall be evidenced by notice to Tenant from Landlord's architect or designated representative that substantial completion has occurred; or~~

☒ Upon delivery of Premises by Landlord

5-2 Tenant's Work. Tenant's "Construction and Fixture Period" shall be one hundred twenty (120) and shall commence upon substantial completion by Landlord of the work to be performed by Landlord in accordance with Exhibit B. Tenant shall, during Tenant's Construction and Fixture Period, perform, at Tenant's own cost and expense, all of Tenant's Work set forth in Exhibit C, and shall equip the Premises with all trade fixtures and personal property suitable or appropriate to the regular and normal operation of the type of business in which Tenant is engaged, and Tenant shall open for business as soon as possible after substantial completion by Landlord of Landlord's work, and specified in Exhibit B. In any event, Tenant agrees to open for business not later than the end of Tenant's Construction and Fixture Period.

5-3 Performance of Landlord's Work. Except to the extent to which Tenant shall have given Landlord notice, not later than the end of the second full calendar month next beginning after the Commencement Date, of those matters which Landlord has not performed its obligations under Exhibit B, Tenant shall have no claim that Landlord has failed to perform any of Landlord's obligations under Exhibit B.

ARTICLE 6
SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the sum of Two Thousand Six Hundred Six Dollars and Eighty-Seven Cents ($2,606.87) in addition to the first month's rent. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be requited to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following the expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, said deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Article 6, and the return thereof in accordance herewith. The holder of a mortgage on property which includes the Premises shall never be responsible to Tenant for the return or application of any such deposit, whether or not such holder succeeds to the position of Landlord hereunder, unless such deposit shall have been received in hand by such holder.

ARTICLE 7
ADDITIONAL CHARGES

7-1 Adjustments

DS DS

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057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

(a) In addition to the Minimum Rent provided in Article 4 hereinabove, and commencing at the same time as any rental commences under this Lease, Tenant shall pay to Landlord the following items, herein called Adjustments:

(1) All real estate taxes and insurance premiums on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes, which may be levied on rents. Said insurance shall include all insurance premiums required to be paid by Tenant pursuant to Article 8 hereinbelow. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the gross leasable floor area of the Center which is from time to time completed as the first day of each calendar quarter (provided, however, that if any other tenants in the Center pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their lease, their square footage shall not be deemed a part of the floor area).

(2) That percent of the total cost of the following items as Tenant's total floor area bears to the gross leasable floor area of the Center which is from time to time completed as of the first day of each calendar quarter:

(i) All real estate taxes, including assessments, all insurance costs, and all costs to maintain, repair, and replace the "Common Area" of the Center, which includes building roof and exterior walls, parking lots, sidewalks, driveways and other areas used in common by the tenants of the Center, such costs including, but not limited to, landscaping, lighting, security and rubbish removal in connection with such areas.

(ii) All costs to supervise and administer said Common Area. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Landlord to supervise and administer same in an amount equal to ten (10%) percent to the total costs of Section 7-1(a) (2) (i) above.

(iii) Any parking, charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use of occupancy of the Premises or the parking facilities serving the Premises.

(b) Upon the Commencement Date Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the following January and Tenant shall pay these Adjustments on a monthly basis concurrently with the payment of the Rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 1 of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Center for the prior calendar year and Tenant's allocable share thereof, prorated from the Commencement Date. In the event the total of the monthly payments which Tenant has made for the prior calendar year be less than the Tenant's actual share of such Adjustments then Tenant shall pay the difference in a lump sum within ten (10) days after receipt of such statement from Landlord and shall concurrently pay the differences in monthly payments made in the next calendar year and the amount of monthly payments which are then calculated as monthly Adjustments based on the prior year's experience. Any overpayment by Tenant shall be credited towards the monthly Adjustments next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with actual determination of such Adjustments after each calendar year as above provided; excepting that in any year in which resurfacing of the parking area of the Center is contemplated, Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Even though the term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirements to pay sums as herein provided.

ARTICLE 8
INSURANCE AND INDEMNITY

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8-1. Insuring Party. As used in this Article 8, the term "insuring party" shall mean the party who has the obligation to obtain the insurance required hereunder. The insuring party shall be designated in each Section of this Article 8. Whether the insuring party is Landlord or Tenant, Tenant shall, as additional rent for the Premises, pay the cost of all insurance so obtained.

8-2. Liability Insurance. Landlord shall, at Tenant's expense obtain and keep in force during the term of this Lease, as the insuring party under this Section 8-2, a policy of Combined Single Limit, Bodily Injury, and Property Damage Insurance insuring Landlord against any liability arising out of the ownership, use, occupancy or maintenance of the premises and the Center, and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than **TWO MILLION DOLLARS ($2,000,000.00)**

In addition, Tenant shall procure Comprehensive General Liability Insurance with respect to the premises and the operations of, on or behalf of Tenant in, on or about the premises, including but not limited to: personal injury, product liability (if applicable), blanket contractual, owner's protective, broad form property damage liability coverage, host liquor liability and owned and non-owned automobile liability in an amount not less than **TWO MILLION AND NO/100 ($2,000,000.00) DOLLARS** combined single limit. Such policy shall contain: (I) severability of interest; (ii) cross liability; and (iii) an endorsement stating "such insurance as is afforded by this policy for the benefit of the Landlord shall be primary pertaining to any liability or claims arising out of the occupancy of the Premises by Tenant, or out of Tenant's operations, and any insurance carried by Landlord shall be excess and noncontributory."

8-3. Property Insurance

(a) Landlord, as insuring party under this Section 8-3, shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of ninety percent (90%) of the replacement value thereof, as the same may exist from time to time against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) and sprinkler leakage. Said insurance shall provide for payment of loss thereunder to Landlord or to the holders of mortgages or deeds of trust on the Premises. Landlord shall, in addition, obtain and keep in force during the term of this Lease a policy of rental income insurance covering a period of one (1) year, with loss payable to Landlord, which insurance shall also cover all real estate taxes and insurance costs for said period.

(b) Tenant shall pay for any increase in the property insurance of other building or buildings in the Center if said increase is caused by Tenant's acts, omissions, use or occupancy of the Premises. It is provided, however, that Tenant shall not be required to pay for any such increases in insurance costs of adjacent properties unless such increased insurance cost was the result of unusual features of Tenant's occupancy of the Premises or of Tenant's unusual acts or omissions, the intent of the parties being to require Tenant to be financially responsible to the extent of such cost increases for creating situations of unusual hazard on the Premises not reasonably contemplated by the use to which the Premises shall be put pursuant to Article 3 above.

(c) Landlord will not insure Tenant's fixtures, equipment or Tenant improvements unless the Tenant improvements have become a part of the Premises under Article II hereof. Tenant shall have such responsibility in accordance with Section 8-7 hereinbelow.

(d) Not more frequently than once each year, if, in the opinion of Landlord, the amount of property insurance required hereunder is not adequate, Landlord shall increase said insurance coverage as determined by Landlord. However, such increase may be more frequent than each year if required by the insurance carrier in order to maintain insurance for the full replacement value of the Premises.

8-4. Insurance Policies. Insurance required hereunder shall be in companies holding a "General Policyholder Rating" of A or better as set forth in the most current issue of "Best's Insurance Guide". The insuring party shall deliver to the other party copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to landlord. No such policy shall be cancellable or subject to reduction of coverage of other modification except after ten (10) days prior written notice to Landlord. If Tenant is the insuring party, Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything, which shall invalidate the insurance policies referred to in Section 8-3. If Tenant does or permits to be done anything, which shall increase the cost of the insurance policies referred to in Section 8-3, then Tenant shall forthwith upon Landlord's

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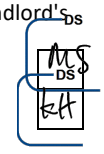

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demand reimburse Landlord for any additional premiums attributable to any act or omission or operation of Tenant causing such increase in the cost of insurance. If Landlord is the insuring party and if the insurance policies maintained hereunder cover other improvements in addition to the Premises, Landlord shall deliver to Tenant a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed.

8-5. Waiver of Subrogation. Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. The insuring party shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Notwithstanding, the waiver of subrogation would not be effective if its inclusion would cancel an insurance policy of any party.

8-6. Indemnity. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

8-7. Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage to the improvements, trade fixtures, contents, goods, wares, merchandise or other property of Tenant ("Tenant's Contents"), Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located. Tenant shall maintain the following insurance coverage with respect to the insurable losses contemplated by this Section 8-7 during the term of this Lease insuring Landlord, Tenant and any lender of record encumbering the Premises, with full waiver of subrogation:

(a) against fire, extended coverage and vandalism and malicious mischief perils, including coverage for Tenant's Contents, in an amount of not less than ninety percent (90%) of the full replacement cost thereof.

(b) broad form boiler and machinery insurance on a blanket repair and replacement basis with limits per accident not less than the replacement cost of all leasehold improvements and of all boilers, pressure vessels, air conditioning equipment, miscellaneous electrical apparatus and all other insurable objects owned or operated by Tenant or by others (other than Landlord) on behalf of Tenant in the Premises or relating or serving the Premises;

(c) business interruption insurance in such amount as will reimburse Tenant for direct or indirect loss of earnings attributable to all such perils insured against in Section 8-7(a) and 8-7(b) above; and

(d) workmen's compensation insurance covering all Tenant's employees working in the Premises.

8-8. Additional Insurance. Notwithstanding any provisions to the contrary contained in this Lease, the insuring party shall also provide insurance against damage by such other perils as any mortgage lending institution holding a mortgage on the Premises may from time to time require against damage by such other perils as mortgage lending institutions generally may from time to time require in cases of similar properties and in such amounts.

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8-9. Blanket Policy. If at any time during the term of this Lease the insuring party shall have in full force and effect a blanket policy of general liability insurance and/or property insurance with the same coverage for the Premises or for Tenant's property as applicable all as described above, as well as coverage of other premises and properties of the insuring party or in which the insuring party has some interest, such blanket insurance shall satisfy the requirement hereof.

ARTICLE 9
USES PROHIBITED

Tenant shall not do nor permit anything to be done in or about the Premises, nor bring or keep anything therein which is not within the permitted use of the Premises, which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, nor cause a cancellation of any insurance policy covering said Building or the Center or any part thereof or any of its contents. Tenant shall not do nor permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or the Center or injure or annoy them nor use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit nor allow to be committed any waste in or upon the Premises.

ARTICLE 10
COMPLIANCE WITH LAW

Tenant shall not use the premises, nor permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or the similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgement of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant. As of the date of this Lease, neither the Premises not the Commercial Center has been inspected by a Certified Access Specialist (as defined in California Civil Code Section 55.52).

ARTICLE 11
ALTERATIONS AND ADDITIONS

Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof excepting non-structural interior alterations not exceeding Five Thousand Dollars ($5,000) in cost without first obtaining the written consent of Landlord, and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Notwithstanding anything to the contrary herein, no installation, alterations, additions or improvements to of any electrical system or outlet to or of the Premises, or any part thereof, shall be made, or allowed to be made by Tenant without first obtaining the written consent of Landlord. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, give at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant designated by Landlord to be removed, including trade fixtures, movable furniture and inventory, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

ARTICLE 12
REPAIRS

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12-1. Tenant's Repairs. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including, without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, heating and air conditioning system, (when there is an air conditioning system, Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system), plumbing, pipes, electrical wiring and conduits. Tenant shall, upon the expiration or sooner termination of the term of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

12-2. Landlord's Repairs. Notwithstanding the provisions of Section 12-1 hereinabove, Landlord shall, subject to Tenant's reimbursement as provided in Section 7-1(a)(2)(i), repair and maintain the structural portions of the Building, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, status or ordinance now or hereafter in effect.

ARTICLE 13
LIENS

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one half (1 1/2) times the estimated cost of improvements, additions, alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

ARTICLE 14
ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily, or by operation of law, assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, said consent shall not be unreasonably withheld. Any attempt to assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease. Regardless of Landlord's consent, no subletting or assignment shall release Tenant from Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event that Landlord shall consent to a sublease or assignment under the provisions of this Article 14, Tenant shall pay Landlord's reasonable attorney's fees **not to exceed $100** incurred in connection with giving such consent. Prior to such approval by Landlord of a subletting or assignment, Tenant shall provide Landlord with information covering the proposed assignee's or subtenant's financial responsibility. Further, if for any proposed assignment or sublease Tenant receives rent or other consideration either initially or over the term of the assignment of sublease, in excess of the rent called for hereunder, or in case of the sublease of a portion of the Premises in excess of such rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder are taken into account, Tenant shall pay to Landlord as additional rent hereunder all of the excess of such payment of rent or other consideration received by Tenant promptly after its receipt.

ARTICLE 15
UTILITIES

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Tenant shall pay for all water, gas, heat, light, power and sewer charges, telephone service and all other service and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.

ARTICLE 16
PERSONAL PROPERTY TAXES

Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after deliver to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

ARTICLE 17
RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations affecting the Center that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants of the Center.

ARTICLE 18
HOLDING OVER

If Tenant shall remain in possession of the Premises after the expiration of the term of this Lease, or in the absence of any other written agreement to the contrary, Tenant will be deemed to be occupying the Premises as a tenant-at-sufferance subject to all the covenants and obligations of this Lease and at a daily rental of twice the per diem Minimum Rent provide hereunder, computed on the bases of a thirty (30) day month, and Tenant will vacate the Premises and deliver the same to Landlord upon Tenant's receipt of notice from Landlord to vacate the Premises. If any Property not belonging to Landlord remains at the Premises after the expiration of the term of this Lease, Tenant hereby authorizes Landlord to make such disposition of such property as Landlord may desire without liability for compensation or damages to Tenant. In the event that such property belongs to someone other than Tenant, Tenant agrees to indemnify and hold Landlord harmless from all suits, actions, liabilities, losses, damages and expense in connection with or incident to any removal, exercise of dominion over and/or disposition of such property by Landlord.

ARTICLE 19
ENTRY BY LANDLORD

Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any means, or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

ARTICLE 20
TENANT'S DEFAULT

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20-1. Events of Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) Failure to pay Minimum Rent, additional rent or any other monetary obligation which Tenant is required to pay under this lease when due.

(b) Abandonment or vacation of the Premises or any substantial portion thereof (failure to occupy and operate the Premises for ten (10) consecutive days shall be deemed an abandonment and vacation.)

(c) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

20-2. Notices of Default. Notices given under this Article 20 shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice.

ARTICLE 21
LANDLORD'S REMEDIES

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

21.1. Tenant's Right to Possession Not Terminated. Landlord can continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commission, expense of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this Section 21-1 shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability.

21.2. Termination of Tenant's Right to Possession. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(a) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

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(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in Section 21-2(a) and 21-2(b), is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth, at the time of the award," as referred to in Section 21-2(c), is to be computed by discounting the amount of the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

21.3. Appointment of Receiver. If Tenant is in default of this Lease, Landlord shall have the right to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

21.4. Landlord's Right to Cure Tenant's Default. Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

ARTICLE 22
DEFAULT BY LANDLORD

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant remedies shall be limited to damages and/or injunction.

ARTICLE 23
RECONSTRUCTION

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent. In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as provided hereinabove in this Article 23; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of such termination. Notwithstanding anything to the contrary contained in this Article 23, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered in this Article 23 occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

ARTICLE 24

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EMINENT DOMAIN

If more than twenty five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If less than twenty five percent (25%) of the Premises are taken, or if more than twenty five percent (25%) is taken and neither party elects to terminate as herein provided, the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

ARTICLE 25
PARKING AND OTHER COMMON AREA

All areas within the exterior boundaries of the Center which are not now or hereafter held for lease or occupation by Landlord or used by other persons entitled to occupy floor space in the Center shall be deemed Common Areas. Landlord may make changes at any time and from time to time in the size, shape, location, and extent of the Common Area, and no such change shall entitle Tenant to any abatement of Rent. Landlord covenants that except as otherwise provided hereinbelow, an area approximately equal to the Common Area which includes automobile parking, shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such Common Area shall not constitute a violation on this covenant; provided further, however, that Landlord reserves the right to change the entrances, exits, traffic lanes, and the boundaries and locations of such Common Area including automobile parking and to construct buildings and other improvements thereon if in the sole good faith judgment of Landlord such construction shall be for the overall benefit of the Center and will not substantially interfere with ingress and egress from the Premises or the flow of vehicular traffic in the Center.

25.1. Maintenance. Landlord shall keep said Common Area, including automobile parking, in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said Common Area including automobile parking shall be charged and prorated in the manner as set forth in Section 7-2(a).

25.2. Common Rights. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use said Common Area during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

25.3. Rules and Regulations. Tenant, in the use of said Common Area, agrees to comply with such reasonable rules, regulations and charges for parking as Landlord may adopt from time to time for orderly and proper operation of said Common Area. Such rules may include but shall not be limited to the following: (1) the Restricting of employee parking to a limited, designated area or areas; and (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

25.4. Special Assessments. Tenant will be subject to any Special Assessment which may be levied in the sole discretion of Landlord from time to time with respect to particular or extraordinary costs or expenses which have been incurred by Landlord and/or the Center in respect of materials or services furnished at the request, with the consent of or otherwise required by any special use of the Common Area by Tenant as opposed to uses otherwise generally enjoyed by all tenants of the Center. Such Special Assessment shall be considered as additional rental under this Lease which shall be due and payable to Landlord upon demand.

ARTICLE 26
SIGNS

Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of Landlord as to type, size, color, location, copy nature and display

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qualities. Landlord shall not withhold such written approval of such signage material so long as it conforms with the Signage Criteria attached hereto as Exhibit D and incorporated herein by this reference. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord.

ARTICLE 27
DISPLAYS

Tenant may not display or sell merchandise or allow grocery carts or other similar devises within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devises or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

ARTICLE 28
AUCTIONS

Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

ARTICLE 29
HOURS OF BUSINESS

Subject to the provisions of Article 23 hereof, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the county in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

ARTICLE 30
LANDLORD'S LIABILITY

Tenant specifically agrees to look solely to Landlord's then equity interest in that part of the Center at the time owned, or in which Landlord holds an interest as ground lessee, for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord, nor any successor holder of Landlord's interest hereunder, nor any beneficiary of any trust of which any person from time to time holding Landlord's interest is trustee, shall ever be personally liable for any such judgment, or for a the payment of any monetary obligation to Tenant. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord, or any successor holder of Landlord's interest hereunder, or any beneficiary of any trust of which any person from time to time holding Landlord's interest is trustee, to respond in monetary damages from Landlord's assets other than Landlord's equity interest aforesaid in the Center. In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages by reason of Landlord's breach or default of the terms of this Lease.

ARTICLE 31
ASSIGNMENT OF RENTS

31.1. Assumption. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property, which includes the Premises, Tenant agrees as follows:

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(a) That the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, or the ground lessor, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder, or ground lessor, shall, by notice sent to Tenant, specifically otherwise elect; and

(b) That, except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon foreclose of such holder's mortgage and the taking of possession of the Premises, or, in the case of a ground lessor, the assumption of Landlord's position hereunder by such ground lessor.

31.3. Leaseback. Where a party acquires Landlord's interest in property (whether land only, or land and buildings) which includes the Premises, and simultaneously leases the same back, such acquisition shall not be treated as an assumption of Landlord's position hereunder, and this Lease shall thereafter be subject and subordinate at all times to such lease.

ARTICLE 32
FINANCIAL STATEMENTS

At any time during the term of this Lease, Tenant shall, upon ten (10) days prior written notice from Landlord, provide any institutional lender which is negotiating with Landlord for interim, construction or permanent financing during the term of this Lease, with a confidential current financial statement and financial statements for each of the two (2) years prior to the then current fiscal statement year. Such statements shall be sent directly to such institutional lender and not through Lessor. Such current statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

ARTICLE 33
HAZARDOUS MATERIALS

Tenant agrees that any and all handling, transportation, storage, treatment, disposal, or use of hazardous materials by Tenant in or about the premises shall strictly comply with all applicable Environmental Laws. Tenant will not use or allow the use of the premises in a manner that may cause hazardous materials to be released or to become present on, under, or about the premises or other properties in the vicinity of the premises. If the presence of hazardous materials on the premises caused or permitted by Tenant results in the contamination or deterioration of the premises or any water or soil beneath the premises, Tenant shall promptly take all action necessary to investigate and remedy that contamination. However, unless an emergency situation exists that requires immediate action, Landlord's written approval of these actions will first be obtained, and the approval will not be unreasonably withheld.

Tenant will indemnify, protect, defend, and hold harmless Landlord and Landlord's partners, directors, officers, employees, shareholders, lenders, agents, contractors, and each of their respective successors and assigns (individually and collectively) from all claims, judgments, causes of action, damages, penalties, fines, taxes, costs, liabilities, loses, and expense arising (directly or indirectly) as a result of or in connection with Tenant's breach of any prohibition or provisions of this Lease, or the presence of any hazardous materials that migrate from the premises to other properties, as a result (directly or indirectly) of Tenant's activities, or failure to act where Tenant had a duty to act, on or in connection with the premises.

This obligation by Tenant to indemnify, protect, defend and hold harmless Landlord includes, without limitation, costs and expenses incurred for or in connection with any investigation, clean up, remediation, monitoring, removal, restoration, or closure work required because of any hazardous materials present on, under or about the premises; the costs and expenses or restoring, replacing, or acquiring the equivalent of damaged natural resources if required under any Environmental Law; all foreseeable consequential damages; all reasonable damages for the loss or restriction on use of rentable or usable space of any amenity of the premises; all reasonable sums paid in settlement of claims; reasonable attorney's fees; litigation, arbitration, and administrative proceeding costs; and reasonable expert, consultant, and laboratory fees. Neither the written consent of Landlord to the presence of hazardous materials on or under the premises, nor the strict compliance by Tenant of all Environmental Laws, will excuse Tenant from the indemnification obligation. This indemnity will survive the expiration or termination of this Lease.

As used in this paragraph the term "hazardous materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination that is or may be hazardous to human health or to the safety of the environment due to

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its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations that are now or become in the future listed, defined, or regulated in any manner by any Environmental Law based upon, directly or indirectly, their properties or effects.

ARTICLE 34
MISCELLANEOUS

34.1. Plats and Riders. Clauses, plats, riders, and addendums, if any, affixed to this Lease are a part hereof.

34.2. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any proceeding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

34.3. Joint Obligation. If there be more than one Tenant the obligations hereunder imposed shall be joint and several.

34.4. Marginal Headings. The marginal headings and titles to the Sections and Articles of this Lease are not part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

34.5. Time. Time is of the essence of this Lease and of the performances of each and all of its provisions in which performance is a factor.

34.6. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

34.7. Recordation. Neither Landlord nor Tenant shall record this Lease, but short from memorandum hereof may be recorded at the request of Landlord.

34.8. Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

34.9. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to **6% of rental amount then due, NNN fees,** plus any attorney's fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Tenant hereby agrees that if Tenant is subject to a late charge for two (2) consecutive months, Minimum Rent for the following twelve (12) months shall automatically be adjusted to be quarterly rental, payable in advance, commencing upon the first day of the month following such consecutive late month and continuing for the next twelve (12) months on a quarterly basis in advance.

34.10. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any propose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or



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their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

34.11. Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

34.12. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

34.13. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

34.14. Choice of Law. This Lease shall be governed by the laws of the State of California.

34.15. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

34.16. Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

34.17. Subordination and Attornment. Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. The provisions of this Section 34.17 to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

34.18. Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by certified mail, return receipt requested, postage prepaid, or delivered in person addressed to the Tenant at the Premises, at the address hereinbelow, or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by the Tenant to the Landlord shall be sent by certified mail, return receipt requested, postage prepaid, or delivered in person addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at:	Willow Glen Community LP Hilbers Inc 770 N Walton Ave, Suite 100 Yuba City, CA 95993	With copy to:	
To Tenant at:	1333 Grand Ave Sacramento, CA 95838	With copy to:	Premises

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34.19. Tenant's Statement. Tenant shall at any time and from time to time, upon not less than five (5) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing as follows:

(a) Certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any and

(b) Acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and

(c) Setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the real property of which the Premises are a part.

34.20. Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

34.21. Exhibits. The following Exhibits are attached to this Lease after the signatures and are incorporated herein by reference:

Exhibit A - Location and Dimensions of Premises
Exhibit B - Landlord's Work
Exhibit C - Tenant's Work
Exhibit D - Sign Criteria
Exhibit E – Guaranty

34.22. Disclosures. Also enclosed are the Sale/Lease Disclosure form and Natural Hazard Disclosure, which, as the real estate broker of record for this transaction, CBRE, Inc. has an obligation to include in order to inform the parties in any transaction regarding Special Studies and Flood Zones; Hazardous Substances; Broker Investigations, and Compliance with Laws Notice. The Broker Relationship Disclosure and Representation Confirmation have been included per the State of California. We encourage you to read them carefully and to contact your attorney if you need additional clarification. Please execute and return these disclosures along with this executed Lease if you have not done so previously.

LANDLORD and **TENANT** have signed this Lease on the dates set forth below:

Date: 8/10/2022	Date: 8/10/2022
Landlord: **Willow Glen Community LP**	Tenant: **Doc Smith**
A	An **Individual**
By: DocuSigned by: kurt Hilbers C5AA25A447F842B...	By: DocuSigned by: Murdock Smith Doc Smith
Title: **Owner**	Title: **Executive Director**
Address: **770 N Walton Ave, Suite 100, Yuba City, CA 95993**	Address: **1333 Grand Ave, Sacramento, CA 95838**
Phone: 530-673-2947	Phone: **916-844-2283**
Email: **kurt@hilbersinc.com**	Email: **Murdock.smith@hccts.org**

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CONSULT YOUR ADVISORS - This document (including its exhibits and addenda, if any) has been prepared for review and approval by your attorney. Broker makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. Consult your attorney and tax accountant.

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EXHIBIT A

DESCRIPTION OF PREMISES

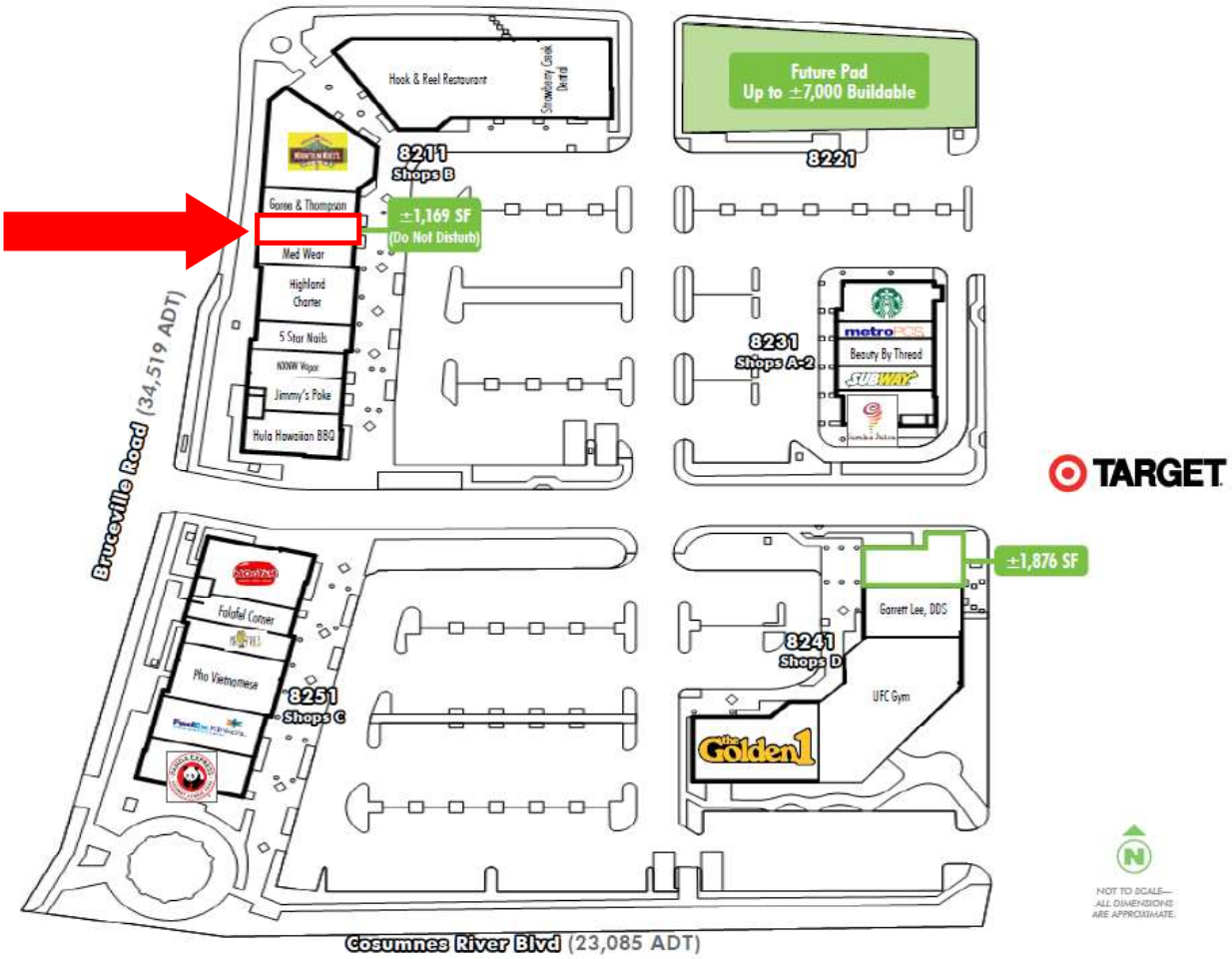

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EXHIBIT B

LANDLORD'S WORK

Landlord shall deliver the Premises to Tenant in an "As Is" with the exception that the Landlord warrants that the HVAC, electrical, roof and plumbing be in good working order and condition upon Tenant's possession. Landlord to insure the HVAC system for Twelve (12) months from the date of lease commencement. After Twelve (12) months Tenant shall be responsible and agrees to have a mutually agreed upon maintenance schedule in place during their lease term. Tenant's responsibility for HVAC replacement, repairs, and maintenance shall be limited to $1,000.00 dollars annually. Any replacement, repairs, or maintenance over $1,000.00 annually shall be at the sole cost of Landlord.

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EXHIBIT C

TENANT'S WORK

No alterations, installations, additions, or improvements will be made to the Premises by Tenant without Landlord's prior written approval. Tenant shall defend, indemnify, and save Landlord harmless from and against all claims for injury, loss or damage to person or property caused by or resulting from doing any work. Any and all work shall be done in accordance with the local building codes.*

*Tenant shall be responsible for providing any permits, if required by the County, that may be required for Tenant's improvements. All work shall be done to code if required.

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EXHIBIT D

SIGN CRITERIA

Tenant shall be allowed one (1) exterior building sign which shall be pre-approved by Landlord and in accordance with the Shopping Center sign criteria and the city of Sacramento Building Department.

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CBRE

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.
To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.
To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.
Agent

Associate Licensee Signature **(Date)**

Josh Schmidt | Rick Martinez

Associate Licensee Printed Name

Buyer/Lessee Signature **(Date)**

Buyer/Lessee Printed Name

Seller/Lessor Signature **(Date)**

Kurt Hilbers

Seller/Lessor Printed Name

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2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.

(b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.

(c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.

(d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.

(e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.

(f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.

(h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.

(i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.

(j) "Real property" means any estate specified by subdivision (1)or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.

(k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.

(l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.

(m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.

(n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.

(o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

(a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.

(b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.

(c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.

(d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

(a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT
_____ is the Listing agent of (check one): ( ) the seller exclusively; or ( ) both the buyer and seller.
_____ is the Selling agent, *if not the same as the Listing Agent*, of (check one): ( ) the buyer exclusively; or ( ) the seller exclusively; or ( ) both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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SALE/LEASE DISCLOSURES

CBRE

Property: Strawberry Creek Shopping Center – 8101 -8251 Cosumnes River Blvd, Sacramento, CA 95823

California Natural Hazard Disclosures. California law requires the transferor and/or the transferor's agent, as soon as practicable before the transfer/sale of real property, to disclose to any prospective transferee the fact that the property is located in the following: (1) A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency; (2) AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to §8589.5 of the Government Code; (3) A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to §51178 or §51179 of the Government Code, which will subject the owner of such property to the maintenance requirements of §51182 of the Government Code; (4) A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to §4125 of the Public Resources Code, which will subject the owner of such property to the maintenance requirements of §4291 of the Public Resources Code; (5) AN EARTHQUAKE FAULT ZONE pursuant to §2622 of the Public Resources Code, and (6) A SEISMIC HAZARD ZONE pursuant to §2696 of the Public Resources Code. The transferor shall provide any prospective transferee with a Natural Hazard Disclosure Statement for the Property in a form sufficient to satisfy California law.

Flood Zones. Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas. Buyers/tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters.

Earthquakes. Whether or not located in a designated earthquake fault or seismic hazard zone, all properties in California are subject to earthquake risks and may be subject to state and local earthquake-related requirements, including retrofit requirements. Among other items, water heaters must be braced, anchored or strapped to resist falling or horizontal displacement, and in sales transactions sellers must execute a written certification that water heaters are so braced, anchored or strapped (California Health and Safety Code §19211). Buyers/tenants should have their experts confirm and otherwise investigate and evaluate these matters. More information may be found in the California Commercial Property Owner's Guide to Earthquake Safety, available at www.seismic.ca.gov.

Fires. Properties, whether or not located in a designated fire hazard zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

Hazardous Materials and Underground Storage Tanks. Due to prior or current uses of the Property or in the areas or the construction materials used, the Property may have hazardous or undesirable metals (including but not limited to lead-based paint), minerals (including but not limited to asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including but not limited to electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Asbestos has been used in items such as fireproofing, heating/cooling systems, insulation, spray-on and tile acoustical materials, floor tiles and coverings, roofing, drywall and plaster. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers/tenants and allow for inspections (42 United States Code §4851 et seq.). Sellers/landlords are required to advise buyers/tenants if they have any reasonable cause to believe that any hazardous substance has come to be located on or beneath the Property (California Health and Safety Code §25359.7), and sellers/landlords must disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, buyers and tenants (California Health and Safety Code §25915 et seq.); buyers/tenants have similar obligations. If sellers/landlords know of the presence of mold that exceeds permissible exposure limits or poses a health threat, they are required to disclose that information in writing (California Health and Safety Code §26140). For residential properties, all contracts for sale must include certain mandated disclosures regarding gas and hazardous waste pipelines (California Civil Code §2079.10.5). Have your experts investigate and evaluate these matters.

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Americans with Disabilities Act (ADA). The Americans With Disabilities Act (42 United States Code §12101 et seq.) and other federal, state and local requirements may require changes to the Property. All commercial property owners and/or lessors are required to state on every lease form or rental agreement whether the property has undergone inspection by a Certified Access Specialist (CASp), and, if so, whether the property has or has not been determined to meet all applicable construction-related accessibility standards (California Civil Code §1938). Have your experts investigate and evaluate these matters.

Taxes. Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code §1445 requires buyers to withhold and pay to the IRS 15% of the gross sales price within 20 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to the sellers at closing. California imposes an additional withholding requirement equal to 3 1/3% of the gross sales price not only on foreign sellers but also out-of-state sellers and sellers leaving the state if the sales price exceeds $100,000. Withholding generally is required if the last known address of a seller is outside California, if the proceeds are disbursed outside of California, or if a financial intermediary is used. Have your experts investigate and evaluate these matters.

Seller/Landlord Disclosure of Material Facts, Delivery of Reports, and Compliance with Laws. Sellers/landlords are hereby requested to disclose directly to buyers/tenants all facts known to sellers/landlords that materially affect the value or desirability of the Property and are not readily observable nor known to the buyer/tenant, including, but not limited to, facts regarding hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. In California, if a pest control report is a condition of the purchase contract, then buyers/tenants are entitled to receive a copy of the report and any certification and notice of work completed (California Civil Code §1099). Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.

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First American Natural Hazard Disclosures™

FANHD Commercial Property Disclosure Reports

The Natural Hazard Disclosure Abstract For SACRAMENTO County

Property Address: 8211 BRUCEVILLE RD
SACRAMENTO, SACRAMENTO COUNTY, CA 95823
("Property")

APN: 117-1550-004-0000
Report Date: 01/06/2022
Report Number: 2977058

Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the transferor and his or her agent(s) or a third-party consultant based on their knowledge and maps drawn by the state and federal government. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency
Yes___ No X Do not know and information not available from local jurisdiction ___

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes X No___ Do not know and information not available from local jurisdiction___

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes___ No X

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes___ No X

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes___ No X

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone)___ Yes (Liquefaction Zone)___

No___ Map not yet released by state X

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED, ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Kurt Hilbers Signature of Transferor(s)	1/11/2022 Date	Signature of Transferor(s)	Date
Signature of Agent	Date	Signature of Agent	Date

☐ Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☒ Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS FANHD DIVISION.
Date 06 January 2022

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Doc Smith Signature of Transferee(s)	6/16/2022 Date	Signature of Transferee(s)	Date

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First American
Natural Hazard Disclosures™

FANHD Commercial Property Disclosure Reports

Terms and Conditions

Property Address: 8211 BRUCEVILLE RD
SACRAMENTO, SACRAMENTO COUNTY, CA 95823
("Property")

APN: 117-1550-004-0000
Report Date: 01/06/2022
Report Number: 2977058

TERMS and CONDITIONS

ACCEPTANCE OR USE OF THIS REPORT CONSTITUTES APPROVAL AND ACCEPTANCE OF THE TERMS, CONDITIONS, AND LIMITATIONS STATED HEREIN.

This Report is made for the real property specifically described in the Report (the "Property") and solely for the transaction for which it was originally purchased ("Transaction").

1) **No Third Party Reliance on This Report.** Only the transferor(s) and transferee(s), and their agents/brokers, if any, involved in the Transaction (collectively, the "Recipients") may use and rely on this Report and only after they have paid in full for the Report.

2) **Seller and Seller's Agent's Responsibility of Full Disclosure.** Recipients are obligated to make disclosures, and always disclose material facts, that are within their actual knowledge.

3) **Scope of Report.** This Report is limited to determining whether the Property is in those specified natural hazard zones as defined in the Report. The Report is not a geologic report or a land survey and no site inspection has been made in producing the Report. **This Report is not an insurance policy.**

4) **Changes to Government Record after Report Date.** This Report is issued as of the Report Date identified in the Report. FANHD shall have no obligation to advise any Recipient of any information learned or obtained after the Report Date even if such information would modify or otherwise affect the Report. Subsequent to FANHD acquisition of Government Records, changes may be made to said Government Records and FANHD is not responsible for advising the Recipients of any changes. FANHD will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, FANHD is not liable for any impact on the Property that any change to the Government Records may have.

5) **Government Record Sources.**FANHD relies upon the Government Records without conducting an independent investigation of their accuracy. FANHD assumes no responsibility for the accuracy of the Government Records. FANHD makes no warranty or representation of any kind, express or implied, with respect to the Report. FANHD expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose. The FANHD Report is "AS IS".

6) **Limitation of FANHD's Liability.**FANHD's total liability and responsibility to all Recipients collectively for any and all liabilities, causes of action, claim or claims, including but not limited to claims for breach of contract or negligence, shall be limited to the price paid for the Report. FANHD expressly disclaims any liability for Recipients indirect, incidental and/or consequential damages, including without limitation lost profits even if such damages are foreseeable. In the event of any error, omission or inaccuracy in the FANHD Report for which FANHD is liable, FANHD shall have no duty to defend or pay any attorneys' fees, costs or expenses incurred by the Recipients, or any of them. The Recipients, and each of them, expressly waive the benefits of California Civil Code Section 2778. FANHD has not conducted an independent investigation of the accuracy of the information provided by the Recipient. FANHD assumes no responsibility for the accuracy of information provided by the Recipient. FANHD shall be subrogated to all rights of any claiming party against anyone including, but not limited to, another party who had actual knowledge of a matter and failed to disclose it to the Recipients in writing prior to the close of escrow.

7) **Governing Law.** The Report shall be governed by, and construed in accordance with, the laws of the State of California.

8) **Small Claims or Arbitration.** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration. All disputes and claims arising out of or relating to the Report must be resolved by binding arbitration. This Report to arbitrate includes, but is not limited to, all disputes and claims between FANHD, transferor(s) and transferee(s) and claims that arose prior to purchase of the Report. This agreement to arbitrate applies to transferor(s) and transferee(s) successors in interest, assigns, heirs, spouses, and children. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

   Any arbitration must take place on an individual basis, FANHD, transferor(s) and transferee(s) agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief effecting anyone other than the individual claimant.

   The arbitration is governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is $75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules. **A COPY OF THESE RULES IS AVAILABLE FROM THE AAA'S WEB SITE AT WWW.ADR.ORG OR ON REQUEST FROM THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY FEDERAL, STATE, OR OTHER APPLICABLE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.**

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CBRE

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract (or lease). In lieu of this form, such confirmation may also be set forth in the purchase and sale contract (or lease).

REPRESENTATION CONFIRMATION

Date:	July 20, 2022
Seller/Lessor:	Willow Glen Community LP
Buyer/Lessee:	Doc Smith dba Highland Charter
Property Name:	Strawberry Creek
Street Address, City, State:	8211 Cosumnes River Blvd. Ste. 125 Sacramento, CA 95823
Further described as:	+/- 1,169

SELLER'S AGENT

CBRE Inc. Lic. 00409987 (Seller's brokerage firm and license number) is the broker of (check one):

- [x] the seller.
- [ ] both the buyer and seller (dual agent).

Rick Martinez Lic. 00991459 (individual agent and license number) is (check one):

- [x] the Seller's Agent (salesperson or broker associate).
- [ ] both the Buyer's and Seller's Agent (dual agent).

BUYER'S AGENT

Century 21 Select Real Estate Inc. (Buyer's brokerage firm and license number) is the broker of (check one):

- [x] the buyer.
- [ ] both the buyer and seller (dual agent).

Cameron Freelove (individual agent and license number) is (check one):

- [x] the Buyer's Agent (salesperson or broker associate).
- [ ] both the Buyer's and Seller's Agent (dual agent).

CBRE, INC.
Agent

07.20.2022
Salesperson or Broker Associate, if any (Signature) (Date)

Rick Martinez
Salesperson or Broker Associate, if any (Printed Name)

Doc Smith
Buyer

DocuSigned by: Murdock Smith 8/10/2022
Buyer (Signature) (Date)

Buyer (Printed Name)

Willow Glen Community LP
Seller

DocuSigned by: kurt Hilbers 8/10/2022
Seller (Signature) (Date)

Kurt Hilbers
Seller (Printed Name)

DocuSign Envelope ID: 43B57702-5F38-4309-AAD3-4807177C5587

CALIFORNIA ASSOCIATION OF REALTORS®

ADDITIONAL AGENT ACKNOWLEDGEMENT

(C.A.R. Form AAA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☐ Residential Listing Agreement, ☐ Buyer Representation Agreement, ☒ Other *Fundamental Lease Provisions* ("Agreement"), dated *08/10/2022*, on property known as *8211 Cosumnes Creek Blvd., Ste 125, Sacramento, CA 95823* between *Doc Smith* ("Buyer/Tenant/Broker") and *William Glen Community LP* ("Seller/Landlord/Broker").

1. Check **ONE** box **ONLY**. If more than one applies, use separate forms for each.
- **A.** ☐ Multiple Associate-Licensees working with Seller/Landlord;
- **OR** **B.** ☒ Multiple Associate-Licensees working with Buyer/Tenant;

2. **A.** The real estate licensees named below are all conducting real estate licensed activity under the same Broker:
Real Estate Broker name: *Century 21 Select Real Estate, Inc.*
If applicable, Team Name: _____

B. The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.

C. Agent *Daniel Mueller* DRE Lic # *01829919*
Agent _____ DRE Lic # _____
Agent _____ DRE Lic # _____
Agent _____ DRE Lic # _____
Agent _____ DRE Lic # _____

3. By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Listing Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Selling Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant DocuSigned by: Murdock Smith 8C69B4D304DE47A... Date 8/10/2022

Buyer/Tenant _____ Date _____

Seller/Landlord DocuSigned by: kurt Hilbers C5AA25A447F842B... Date 8/10/2022

Seller/Landlord _____ Date _____

Seller's Brokerage Firm *CBRE, Inc* DRE Lic. # *00409987*
By _____ *Rick Martinez* DRE Lic. # *00991459* Date 08/10/22

Buyer's Brokerage Firm *CENTURY 21 Select Real Estate - Sacramento* DRE Lic. #*01011224*
By DocuSigned by: _____ ED2CF27A27EF41D... *Cameron Freelove* DRE Lic. # *02092307* Date 8/10/2022

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EQUAL HOUSING OPPORTUNITY

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:18:05 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 059 - 9555 Folsom Blvd #E #F # I, #J & #G (Inactive 11.30.24).pdf 060 - 5655 Hillsdale Blvd 1, 9, 11, 16 & 18.pdf 061 - 10121 Westminster Ave (Inactive 08.15.25).pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:14 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:38 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590

–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Accounts Payable Accounts Payable <ap@hccts.org>

10121 Westminster Ave - Lease Non-Renewal - 30 day Notice

1 message

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Jul 15, 2025 at 3:49 PM
To: Linh Nguyen <linh@advancebeautycollege.com>
Cc: HCCTS Finance Team <finance@hccts.org>

Hi,

This email is in reference to the Lease Agreement for 10121 Westminster Ave, Garden Grove, CA 92843 that was executed on May 21, 2025. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is August 15th, 2025.

Best regards,
Marques Reed

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of January, 2025 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College (hereinafter "LANDLORD") (HIGHLANDS and LANDLORD being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, LANDLORD is the owner of a certain real property located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site" or "Premises");

WHEREAS, LANDLORD is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and LANDLORD desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of LANDLORD'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LANDLORD hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 1,500 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on January 1, 2025 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, it at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to LANDLORD not less than three (3) months

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prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with LANDLORD'S shared use of the Site, if any. LANDLORD'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to LANDLORD. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and LANDLORD equipment thereon, shall revert to LANDLORD.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LANDLORD with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LANDLORD, if available. LANDLORD agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with LANDLORD further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and LANDLORD agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) LANDLORD shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

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2. Facilities Use.

LANDLORD agrees to provide space to HIGHLANDS as described in section 1 at a rate of $5.00 per square foot until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 1,500 square feet.

HIGHLANDS agrees to pay $0.00 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

HIGHLANDS agrees to reimburse the cost of janitorial at $0.00 a month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

3. Maintenance and Operations.

A. LANDLORD Obligations. LANDLORD shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. LANDLORD'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LANDLORD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LANDLORD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LANDLORD'S

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property. LANDLORD reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of LANDLORD and timely

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compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose LANDLORD or HIGHLANDS to any liability therefor. In addition, LANDLORD may condition its consent to any Reportable Use upon receiving such additional assurances as LANDLORD reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform LANDLORD. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by LANDLORD, HIGHLANDS shall immediately give written notice of such fact to LANDLORD, and provide LANDLORD with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or

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involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold LANDLORD and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. LANDLORD Indemnification. LANDLORD shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to January 1, 2025 or that are brought to the Premises as a result of the acts or failure to act of LANDLORD. No termination, cancellation or release agreement entered into by LANDLORD and HIGHLANDS shall release LANDLORD from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify LANDLORD and LANDLORD shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to January 1, 2025, then HIGHLANDS may terminate this Lease upon written notice to LANDLORD if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

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b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LANDLORD'S prior written consent. LANDLORD approval of any improvements, including the work schedule, work hours, and modifications, shall be at LANDLORD'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LANDLORD'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LANDLORD or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LANDLORD requires the cessation of work, LANDLORD and HIGHLANDS will immediately meet to address LANDLORD'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than January 1, 2025.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. LANDLORD shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LANDLORD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LANDLORD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by LANDLORD, and shall remain in procession of LANDLORD at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LANDLORD in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the

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site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. LANDLORD and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, LANDLORD and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against LANDLORD or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

LANDLORD'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LANDLORD shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LANDLORD's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LANDLORD, in or about the site; LANDLORD's obligation to defend HIGHLANDS and other indemnities identified herein is not

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contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LANDLORD, HIGHLANDS, shall indemnify, hold harmless, and defend LANDLORD, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against LANDLORD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LANDLORD from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LANDLORD and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be

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the property of LANDLORD. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of LANDLORD.

15. Estoppel Certificates. Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit LANDLORD, its agents, representatives or employees, to use the classrooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LANDLORD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. LANDLORD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

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HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and LANDLORD shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to LANDLORD, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. LANDLORD shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LANDLORD located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

LANDLORD : ATTN: Linh Nguyen
Advance Beauty College
10121 Westminster Ave
Garden Grove, CA 92843

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

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21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

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27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28.Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29.Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30.Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31.Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32.Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

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By: Signed by: Bill McGuire 8CE05B926B45451... Date: 05/21/25

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 3/13/25

Linh Nguyen
Advance Beauty College

EXHIBIT A

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Description of Premises and Shared Premises

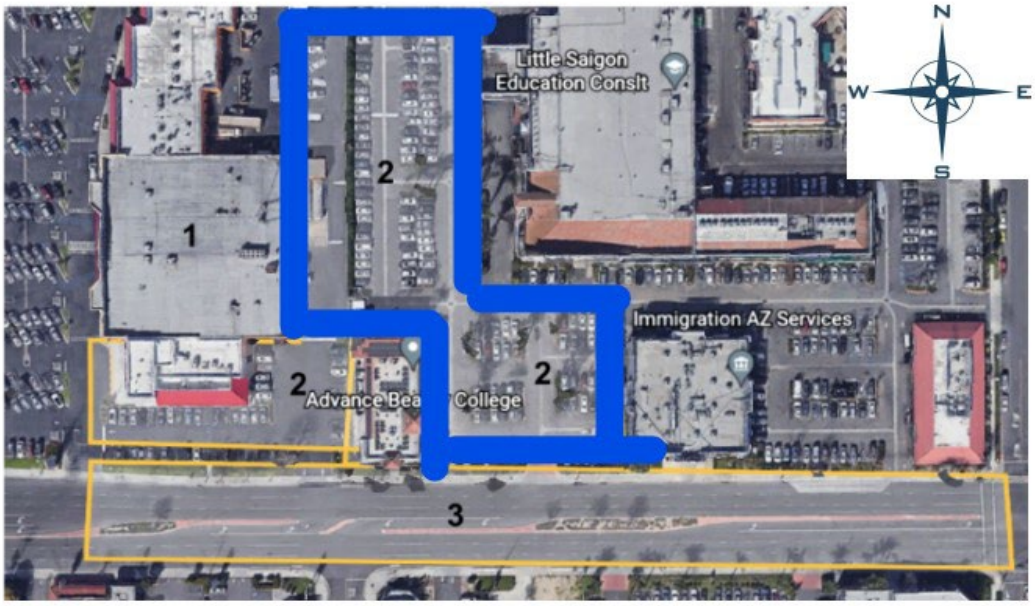

Highlands shall have shared use of 10121 Westminster Ave, Garden Grove, CA 92843, on the following days and times: Monday – Friday, 8:00AM-5:00PM.

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EXHIBIT B

Parking Diagram; Access Rules; Schedule

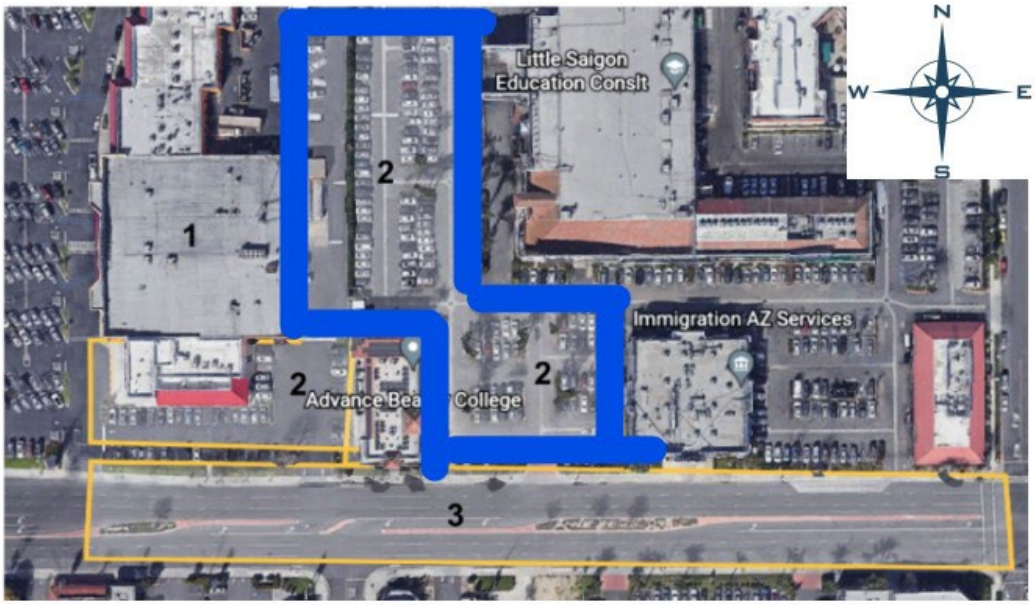

Highlands shall be permitted to use the parking lot and space within the blue lines in the diagram above, Monday – Friday 8:00AM-5:00PM.

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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LANDLORD'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. LANDLORD shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and LANDLORD shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Landlord while attending classes at the Site.

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2. Use of the Site.

Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or

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maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Landlord shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 1,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024. HIGHLANDS will also reimburse the cost of two community liaisons at $4,000 a month.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

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5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

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10. Surrender of Premises.
Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.
HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.
With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability,

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expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Marketing.

HIGHLANDS and Landlord will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Landlord

15. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make

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repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

16. Termination.
The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

17. Taxes.
Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site or used by HIGHLANDS.

18. Notice.
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue
Garden Grove, CA 92843

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service.

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Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Subcontract, Assignment and Subletting.
Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

20. Independent Status.
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

21. Entire Agreement of Parties
This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

22. California Law.
This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

23. Waiver.
The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. Successors and Assigns.
This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

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25. Counterparts.
This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

26. Captions.
The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

27. Severability.
Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

28. Recitals and Exhibits.
The Recitals and each exhibit attached hereto are incorporated herein by reference.

29. Email Signatures.
This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

30. Dispute Resolution.
In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlord's Pastor and HIGHLANDS' Executive Director. The Pastor and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Pastor and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in

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accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.27.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10.27.2023

Tam Nguyen
Advance Beauty College, Inc.

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ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
ADVANCE BEUATY COLLEGE
AND HIGHLANDS COMMUNITY CHARTER SCHOOL
October 1, 2022

THIS Addendum to the Memorandum of Understanding ("MOU") is made on October 1, 2022 (the "Effective Date"), by and Advance Beauty College, a private post-secondary school organized and existing under the laws of the State of California (hereinafter "ABC") and Highlands Community Charter School, a California non-profit public charter school (hereinafter "HIGHLANDS").

WHEREAS, ABC is the owner of certain real property and facilities located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site");

WHEREAS, ABC and the HIGHLANDS entered into an MOU to document the arrangement between the parties regarding the HIGHLANDS use of the Site during the 2022-2023 school year ("Applicable Year"), pursuant to the conditions set forth in the MOU;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree to an ADDENDUM as follows:

Financial/Recordkeeping Obligations.
HIGHLANDS will reimburse the cost of two community liaisons at $4,000 a month.

ABC shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

All other terms and conditions of the original AGREEMENTS shall remain in full force.

Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue
Garden Grove, CA 92843
tam@advancebeautycollege.com

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IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the Effective Date.

By: _____ Date: 10.01.22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10-01-22

Tam Nguyen
Advance Beauty College

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of September, 2022 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS while attending classes at the Site.

2. Use of the Site.

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Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

A. Term. HIGHLANDS' use of the Site shall be for the 2022-23 school years commencing on September 1, 2022 and terminating on June 30, 2023. No later than 30 days prior to the expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall request approval from the Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. The use of furnishings is subject to Landlord's prior approval which may require a reimbursement. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations.

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3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 2,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. Landlord will provide custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the

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construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than September 30, 2022.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of (1) they are required by HIGHLANDS' use of the Site or (2) any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

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the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions,

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causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

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14. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

15. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

16. Taxes.

Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site.

17. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue

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Garden Grove, CA 92843
tam@advancebeautycollege.com

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

19. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

21. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

23. Counterparts.

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This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

24. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

25. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

26. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

27. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlords CEO and HIGHLANDS' Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 9/21/22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 9/21/22

Tam Nguyen
Advance Beauty College, Inc.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 17, 2024

Sandeep Saini
D & G Financial Management
4341 Arden Way
Sacramento, CA 95864

Via Email: sandeep@sainicap.com

Re: Notice of Termination – 9555 Folsom Boulevard, Rancho Cordova

Dear Ms. Saini:

I am writing to notify you that Highlands Community Charter and Technical Schools ("HCCTS") has determined that the Lease Agreement ("Lease") with D & G Financial Management for the premises at 9555 Folsom Boulevard Suite E, Suite F, Suite G, Suite I, and Suite J, Rancho Cordova, CA 95827 ("Premises") is either void under California's conflict of interest laws or voidable as a violation of public policy. Out of an abundance of caution and for the sake of clarity about the ongoing obligations and intent of the parties, to the extent the lease is later found valid for any purpose, the lease will be terminated by Highlands effective November 30, 2024. HCCTS declines to pay any amount to D&G Financial Management after this date.

Violation of Public Policy

The Lease was executed between you and Murdock Smith ("Mr. Smith"), the former Executive Director of HCCTS, on January 6, 2024. (Attached as Exhibit A.) While the HCCTS fiscal policies require Board approval of all contracts of more than 250,000, the Lease was not approved by the Board. As the Lease was not entered into with the authority of the HCCTS Board of Directors, it is unenforceable.

Moreover, on September 9, 2024, your husband, Mr. Tarvinder "Roger" Saini ("Mr. Saini"), emailed Rich Henning, HCCTS Director of School Services, and Ms. Mayra Valdivia, HCCTS Deputy Director, regarding the Premises. (Attached as Exhibit B.). According to Mr. Saini, D & G Financial Management was working on bringing the Premises in compliance with county requirements and getting the power turned on in the last unit.

Mr. Saini claims that the responsibility to turn on the power "was an agreed upon Highlands responsibility upon signing of the lease," which appears to reference a verbal conversation between Mr. Smith and Mr. Saini. Even assuming the lease is valid for any purpose, at no time has Highlands agreed to any additional expenses, nor has Highlands agreed to take on any additional responsibilities. Any such expenses would require Board approval given the size of this contract, and Highlands declines to approve any such additional expenses.

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Violation of Conflict-of-Interest Laws

At all times during your employment with HCCTS, you have served in a dual role as the CEO of D & G Financial Management, HCCTS' landlord, and an employee of HCCTS. Prior to the execution of the Lease, on April 8, 2022, a Lease Agreement was entered into between D & G Financial Management and Mr. Smith for the property located at 9555 Folsom Boulevard, Suite E & F.("Prior Lease) (Attached as Exhibit C.) The term of the Prior Lease was March 25, 2022, to June 30, 2024. You were hired by HCCTS as a Community Outreach Liaison and served in this capacity from October 31, 2022, until you voluntarily resigned on September 11, 2024. Similarly, your son, Kyle Saini, whom we understand is the registered agent for D & G Financial Management, has also served in a dual role since his hiring as a Data Specialist on June 21, 2023, until his voluntary resignation on September 23, 2024.

As public employees of HCCTS, you and your son were both bound to follow Government Code 1090, the Political Reform Act, and conflict of interest policies of HCCTS that prohibit your involvement in either discussions or decisions in which you, your spouse, and possibly your son have a financial interest. With the expansion of government and public contracting, regular employees and even consultants can have control over the public purse and are therefore required to avoid violation of conflict-of-interest laws. (*People v. Superior Ct.* (2017) 3 Cal. 5th 230, 241.) HCCTS has no record of you or your son disclosing this conflict of interest to anyone within HCCTS nor any record of you or your son recusing yourselves from all discussions and decisions regarding the Lease. In fact, you executed the Lease and Prior Lease on behalf of D & G Financial Management. Further, there was no disclosure that the Lease would require substantial investment by HCCTS. In addition to this underscoring the conflict of interest, it also demonstrates a breach of your fiduciary duties to HCCTS.

Government Code 1090 prohibits an officer, employee, or agency from participating in making government contracts in which the official or employee within the agency has a financial interest. Section 1090 applies to charter schools. "Making" a contract includes final approval of the agreement, as well as involvement in preliminary discussion, planning, negotiation, and solicitation of bids. A broad range of agreements are considered a contract under Section 1090. Generally, there is a contract when an offer is made and accepted, and there is something of value bargained for and exchanged by each party. This includes written contracts, purchase of goods or services, employment agreements, leases, development agreements, etc. An official can have a "financial interest" in a contract in a variety of ways, and it is not limited by the amount of the interest or how closely connected the official's interest is to the contract. Violations of Section 1090 can result in the voiding of contracts, criminal, civil, and administrative penalties, as well as a ban on holding public office. The criminal penalty for a Section 1090 violation is a felony in the State of California.
(see https://fppc.ca.gov/learn/section-1090.html#:~:text=Government%20Code%20Section%201090%20prohibits,agency%20has%20a%20financial%20interest.)

As you are aware, the Lease was executed between yourself and HCCTS' former Executive Director Mr. Smith, who is no longer with the organization. This recent discovery of both you and

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your son's dual capacity as officers of D & G Financial Management while being employed full-time at HCCTS, in addition to Mr. Saini's reference of a potential verbal agreement that may have been made outside of this Lease, raises serious concerns regarding potential conflict of interest issues and self-dealing transaction issues.

Private Inurement and Related Concerns

As a tax-exempt organization pursuant to IRS 501(c)(3), HCCTS must not be organized or operated for the benefit of private interests and no part of its net earnings may inure to the benefit of a private individual. (26 U.S.C. § 501(c)(3).) You and your son received compensation directly from HCCTS as employees. In addition, you and your son received compensation indirectly from HCCTS as employees of D & G Financial Management, HCCTS's landlord. Moreover, when you were hired by HCCTS, both you and your son stood in a position to exercise substantial influence over the affairs of HCCTS as representatives of HCCTS' landlord. Taken together, this compensation arrangement could be found to result in private inurement. Additionally, while employed by HCCTS, we understand that you and your son performed a negligible amount of work. As such, it does not appear that the salary payments made to you and your son were reasonable and a fair compensation and salary for actual services performed. (*Mabee Petroleum Corp. v. United States* (5th Cir. 1953), 203 F.2d 872, 876.) This fact alone could be found to have resulted in private inurement as an excess benefit transaction. The penalties for private inurement include the imposition of an excise tax imposed against the person who benefits from an excess benefit transaction ranging from 25 percent of the excess benefit up to 200 percent of the excess benefit. (26 U.S.C. § 4958.)

Additionally, this compensation arrangement raises a number of serious questions about false claims, potential fraud, and other financial crimes. These factors may also cause the Lease to be viewed in a different light due to a lack of good faith and fair dealing between the parties. The good faith of you and your son is also called into question due to the fact that the Prior Lease was entered into with Mr. Smith on April 8, 2022, while D & G Financial Management's corporate status was suspended by the California Franchise Tax Board. This suspension was effective from November 2, 2020, until July 20, 2022. During the period of suspension, D & G Financial Management lost all powers, rights, and privileges of a corporation. (Rev & Tax. Code §23301.) Your action of entering into the Prior Lease with HCCTS during the period of suspension was legally impermissible and punishable by a fine and/or imprisonment not exceeding one year. (Rev & Tax. Code § 19719.)

In light of these serious concerns regarding the relationships of the parties involved with this Lease, HCCTS believes the lease is either void under conflict-of-interest laws or voidable as against public policy due to its unconscionable terms. But to avoid doubt, to the extent that the lease is valid for any purpose, HCCTS is terminating the Lease Agreement for suites E, F, G, I, and J, effective November 30, 2024.

The current administration and Board of HCCTS cannot stand behind contracts with unconscionable terms that were entered into without Board authorization and without appropriate disclosures of conflicts under conflict-of-interest laws, especially where the individuals involved appear to have benefitted greatly at the expense of students at the school by receiving pay for very

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little work being performed. Should you attempt to file a claim against HCCTS, be advised that HCCTS will seek to void the lease under Government Code 1090 and will seek disgorgement of all amounts paid under this lease, disgorgement of all funds paid under employment contracts during periods for which no work was performed, as well as damages for your and your son's breach of fiduciary duties and board policies during your and your son's employment here.

Sincerely,

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools

4854-3899-9529, v. 7

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EXHIBIT A

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STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only December 24, 2023, is made by and between D & G Financial Management, Inc ("**Lessor**") and Highlands Community Charter Schools ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 9555 Folsom Boulevard Suite E, Suite F, Suite G, Suite I, and Suite J, Rancho Cordova, CA 95827 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the Premises and the "Project"): a one-story, approximately 10,420 square foot building, on an approximately 174,240 square foot parcel. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** Shall be first come, first serve ~~unreserved vehicle parking spaces.~~ (See also Paragraph 2.6)

1.3 **Term:** two (2) years and eleven (11) months ("**Original Term**") commencing February 1,2024 ("**Commencement Date**") and ending December 31, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon lease execution ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $8,100.00 per month ("**Base Rent**"), payable on the first day of each month commencing February 1, 2024. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Common Area Operating Expenses:** fifty-five percent (55 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $8,100.00 for the period February 1, 2024 to February 29, 2024.

(b) **Common Area Operating Expenses:** The current estimate for the period February 1, 2024 to February 29, 2024 is $2,160.00.

(c) **Security Deposit:** $8,100.00 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $18,360.00.

1.8 **Agreed Use:** education center and administrative office. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Turton Commercial Real Estate License No. 02209803 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Matt Axford License No. 02124801 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

~~Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).~~

~~Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.~~

~~1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)~~

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 58;

☐ a site plan depicting the Premises;

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☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____ .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made

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any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

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4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "**Common Area Operating Expenses**" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge to compensate Lessor for additional time and expenses incurred in handling the dishonored payment and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall bear interest or be considered prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

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6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits

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and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which

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costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds

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from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees . If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required

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insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith,

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shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a

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written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, (ii) to provide reasonable evidence of insurance or surety bond, or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Lessor and Lessee agree that the damages to be incurred by the Lessor in the event of Lessee's default of the Lease would be difficult or impossible to calculate and the parties therefore intend to provide by the foregoing for liquidated damages and not a penalty and agree that the sum provided is a reasonable pre-estimate of the probable loss. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover

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any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

~~**15. Brokerage Fees.**~~

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said

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monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

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(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a

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Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by

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anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related

SS INITIALS

MS INITIALS

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accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____	Executed at: _____
1/6/2024	1/6/2024
On: _____	On: _____
By LESSOR: DocuSigned by:	**By LESSEE:** DocuSigned by:
D & S Financial Management, Inc	Highlands Community Charter Schools
Sandeep Saini	Murdock Smith
6648330D323D424...	6AA7C3E2A596498...
By: _____	By: _____
Name Printed: Sandeep Saini	Name Printed: Murdock Smith
Title: _____	Title: _____
Phone: sandeep@sainicap.com	Phone: murdock.smith@hccts.org
Fax: _____	Fax: _____
Email: _____	Email: _____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Address: _____	Address: _____
Federal ID No.: _____	Federal ID No.: _____
BROKER	**BROKER**
Turton Commercial Real Estate -	_____
Attn: Matt Axford	Attn: _____
Title: Director	Title: _____
Address: 2131 Capitol Ave, Suite 100, Sacramento, CA 95816	Address: _____
Phone: 916.743.6328	Phone: _____
Fax: _____	Fax: _____
Email: mattaxford@turtoncom.com	Email: _____
Federal ID No.: _____	Federal ID No.: _____
Broker DRE License #: 02209803	Broker DRE License #: _____
DS	Agent DRE License #: _____
SS	MS
INITIALS	INITIALS

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Agent DRE License #: 02124801

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Addendum to
Standard Industrial/Commercial Multi-Tenant Lease - Net
dated for reference purposes December 24, 2023,
D & G Financial Management, Inc, as Lessor
Highland Community Charter Schools as Lessee,
with reference to the Property located at
9555 Folsom Boulevard Suite E, Suite F, Suite G, Suite I, and Suite J, Rancho Cordova, CA 95827

Lessor and Lessee agree that this Addendum to the above referenced Lease form ("Form") shall modify, delete and replace certain provisions of the Form. The terms of the Form and this Addendum shall collectively be referred to as the "Lease." If the terms of this Addendum are inconsistent or in conflict with paragraphs 1 through 49 of the Form described above, the terms of this Addendum shall be controlling:

50) Base Rent Schedule:

Lessee's base monthly rent, NNN, shall be equal to $1.50 per square foot per month, with three percent (3.0%) annual increases.

Date	Monthly Base Rent, NNN:
February 1, 2024 – December 31, 2024	$8,100.00 + NNN
January 1, 2025 – December 31, 2025	$8,343.00 + NNN
January 1, 2026 – December 31, 2026	$8,593.29 + NNN

51) Operating Expenses:

In addition to the Base Rent set for in Section 50 herein, commencing on the Commencement Date, Lessee shall be responsible to pay before delinquency for all utilities consumed within the premises. Lessee shall be responsible to pay directly for electrical power (SMUD), gas (PG&E), garbage/trash removal, internet, telecommunications, suite alarm, and any janitorial expenses serving the Premises. Lessee shall be responsible to pay for Lessee's share as determined by Lessor for City of Sacramento utility services (water, sewer, stormdrain) as part of NNN/CAM charges.

Lease shall be a NNN structure whereby commencing on the Commencement Date, Lessee shall be responsible to pay for its share of common area operating expenses ("NNN/CAM") as determined by Lessor including, but not limited to real estate taxes and special assessments, insurance, landscape maintenance, HVAC maintenance and replacement, exterior window repair and replacement as necessary, which the Lessee will pay on a monthly basis in addition to Base Rent.

52) Option(s) to Renew:

If Lessee (i) has not at any time during the Original Term of the Lease been in default in any of the terms or provisions of the Lease beyond the applicable cure period; (ii) Lessee is in occupancy and conducting business from the Premises in compliance with all applicable laws; (iii) Lessee has not been late in payment of Base Rent during the Original Term of the Lease; (iv) Lessee has not assigned, subleased or otherwise transferred its interest in the Lease; and (v) Lessee has not sold the business or controlling interest in the business, Lessee shall have the right to extend the Term

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of the Lease for all of the premises for two (2) periods of three (3) years ("Option Term"), under the same terms and conditions contained in this Lease, except the monthly Base Rent shall be increased on the commencement of the Option Term and every twelve (12) months thereafter during the Option Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: The monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than one hundred three percent (103%) of Lessee's then current base rental rate for the month immediately preceding the applicable CPI Increase Date.

The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers for: **San Francisco.**

The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Option Term.

If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

The option to extend the Term of the Lease shall be assumed and executed unless Lessee serves written notice to Lessor, no more than six (6) months and no less than twelve (12) months prior to the expiration of the Original or Option Term, indicating its intention to not exercise the subsequent Option Term.

53) Accessibility Disclosure:

To Lessor's actual knowledge, the property being leased or rented pursuant to this Lease has not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code Section 55.52). The foregoing verification is included in this Lease solely for the purpose of complying with California Civil Code Section 1938 and shall not in any manner affect Lessor's and Lessee's respective responsibilities for compliance with construction-related accessibility standards as provided under this Lease. Lessee hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Building nor the Premises has undergone inspection by a CASp.

54) Compliance:

Notwithstanding any provision of this Lease to the contrary, including without limitation the provisions of Paragraph 2.3 of the Form, Lessor makes no representation or warranty as to the compliance of the Premises with Applicable Requirements, and there shall be no warranty period of any length.

55) Tenant Improvements:

Lessee and Lessor acknowledge that Lessee accepts the Premises in "as-is, where-is, with all faults" condition with the following exception: **None.**

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Lessee shall design, project manage, and independently contract with their own contractor to conduct all construction Lessee requires to open for businss, at Lessee's sole cost and expense. Lessee shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All work with respect to any addition, alteration or improvements shall be done in a good workmanlike manner by properly qualified, licensed, insured, and bonded personnel approved by Lessor, prior to commencement of any construction, and such approval shall not be unreasonably withheld or delayed.

Lessee shall pay the costs of any work done on the Premises and shall keep the Premises, Building and Project free and clear of any liens of any kind thereof. Except in the case of gross negligence or willful misconduct on the part of Lessor or Lessor's agents and contractors, Lessee shall indemnify, defend against and keep Lessor free and harmless from all liability, loss, damage, cost, attorney's fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Lessee or any person claiming under Lessee.

Upon expiration of the Term of the Agreement and any exercised options or the sooner termination of this Agreement, all of the tenant improvements provided by Lessor and/or Lessee shall immediately become the sole property of the Lessor, including, but not limited to cabinets, sinks, mirrors, and light fixtures.

56) Lessee's Financial Data and Audits:

In the event that the Lessor applies to refinance or sell the property, Lessee shall deliver to Lessor a copy of the financial statement for Lessee and any Guarantor including at least a year end balance sheet and a year-to-date statement of profit and loss, and Federal Tax returns for each of the two most recently completed calendar years, prepared in accordance with generally accepted accounting principles (and, if such is Lessee's and/or Guarantor's normal practice, audited by an independent certified public accountant) all then available subsequent interim statements, and such other financial information as may be reasonably required by Lessor, potential Buyer, or required by an Mortgagee.

57) Signage:

Lessee, at its sole cost, shall be allowed the maximum signage allowable subject to Sacramento City code, Sacramento City ordinances. All signage shall be subject to Lessor's prior written approval, which shall not be unreasonable withheld. Lessee shall be solely responsible for all costs associated with installation and removal of the sign upon the expiration of the lease.

58) Brokerage:

Both Lessor and Lessee acknowledge that Matt Axford and Kimio Bazett of Turton Commerial represents the Lessor ("Lessor's Broker") in this transaction, and that any and all brokerage fees shall be the obligation of the Lessor.

[Signatures to follow on the next page]

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LESSOR:

D & G Financial Management, Inc

DocuSigned by:
By: Sandeep Saini
6648330D323D424...
Name: Sandeep Saini
Title: _____
Date: 1/6/2024

LESSEE:

Highland Community Charter Schools

DocuSigned by:
By: Murdock Smith
6AA7C3E2A596498...
Name: Murdock Smith
Title: _____
Date: 1/6/2024

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EXHIBIT B

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Mayra Valdivia <mayra.valdivia@hccts.org>

9555 Folsom Blvd.

Tarvinder Saini <roger@sainicap.com> Mon, Sep 9, 2024 at 12:08 PM
To: "rich.henning@hccts.org" <rich.henning@hccts.org>, "mayra.valdivia@hccts.org" <mayra.valdivia@hccts.org>
Cc: "bill.mcguire@hccts.org" <bill.mcguire@hccts.org>

Hi Rich and Mayra,

As you are both aware, we are working on bringing your space at 9555 Folsom Blvd up to compliance with county requirements and are taking this opportunity to get the power turned on in the last unit for you (This was an agreed upon Highlands responsibility upon signing of the lease, based on the previous attempt with the county in winter 2023. The county process requires a tenant to associate the power with, not landlord) . Based on our conversations with Bill & Rich, we have submitted two permits as the building owners:

- I&J - Combining the space into shell state with two panels
- E,F,G - Combining E+F and noting that E+F & G are connected. Clearing historical issues and bringing Highlands performed TIs up to code as well.

As a first step in this process, we have been received two requests from the county

Request 1 (From Planning and Environmental Review) - "This site is located in the Folsom Boulevard Special Planning Area (SPA) which allows uses that are in the Light Commercial Zones. The light commercial zones require a use permit from the Zoning Administrator in order to have a private school. Colleges and universities require one from the Planning Commission. If this is a for a charter school please provide paperwork from the school district that is. Once the use permit is approved Planning can review the Plans."

Request 2 (From SacSewer District) - I am processing your request for Case CBAC2024-00483 and CBAC2024-00494. I see there is a classroom at this location, please advise if this is an accredited school? If so we will need to know the grades being taught there and the ADA (Average Daily Attendance) so we can process your request.

Our understanding from all our conversations with Doc was that Highlands is considered a K-12 school, even though it's for adults. This should negate the need for a use permit in the LC zone. We also know that Highlands is WASC certified, which should take care of the SacSewer requirements.

Can you please provide:

- A copy of the latest charter from Twin Rivers
- A copy of the latest WASC accreditation
- Written confirmation that Highlands is a K-12 school with contact info for the county to follow up with, if needed.
- ADA Requirements for this side
- Class Schedule for this site
- Any other documentation you think would be relevant

If you could provide this documentation by Wednesday September 11th it would be greatly appreciatedt. Please feel free to reach out with any questions.

Thanks,
Roger Saini
Executive Advisor to the CEO
D&G Financial Management

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EXHIBIT C

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TOTAL 17005F @ 1.45 PLUS 35NNN

AIRCRE contracts

STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only 3/25/2022, is made by and between D/G Financial Management ("**Lessor**") and Highland Community Charter School ("**Lessee**") (collectively the "**Parties**", or individually a "**Party**").

1.2 **Premises:** That certain portion of the Shopping Center (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state): 9555 Folsom Blvd, Suite E & F, Sacramento, CA ("**Premises**"). The Premises are located in the County of Sacramento and generally described as (describe briefly the nature of the Premises): Strip Center frontage. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Shopping Center. The Premises and the Building are situated within the Shopping Center known as _____. The Premises, the Building, the Common Areas, and all other buildings and improvements within said Shopping Center, together with the land upon which they are located, are herein collectively referred to as the "**Shopping Center.**" (See also Paragraph 2)

1.3 **Term:** 2 years and 0 months ("**Original Term**") commencing July 1, 2022 ("**Commencement Date**") and ending June 30, 2024 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $2,465 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing See Paragraph #51 of the addendum. (See also Paragraph 4)

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph _____.

1.6 **Percentage Rent Rate:** N/A percent (_____ %) of Gross Sales. Percentage Rent shall be due and payable in accordance with the provisions of the Percentage Rent Addendum, if any, attached hereto and made a part hereof, and Paragraph 4 hereof.

1.7 **Lessee's Share of Common Area Operating Expenses:** _____ percent (_____ %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Shopping Center are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.8 **Merchants' Association Annual Dues:** N/A per year ("**Merchants' Association Dues**"). Lessee shall pay Merchants' Association Dues and/or become a member of the Merchants' Association in accordance with the provisions of the Merchants' Association Addendum, if any, attached hereto.

1.9 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $2,465 for the period October 1, 2022 - October 31, 2022.

(b) **Common Area Operating Expenses:** The current estimate for the period 10/01/22 - 10/31/22 is $595.

(c) **Security Deposit:** $3,060 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Merchants' Association Dues:** N/A for the period _____.

(e) **Other:** _____ for _____.

(f) **Total Due Upon Execution of this Lease:** $6,120.

1.10 **Agreed Use:** School extension. (See also Paragraph 6)

1.11 **Agreed Trade Name:** TBD. (See also Paragraph 6)

1.12 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.13 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent _____ License No. _____ is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.14 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.15 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☐ an Addendum consisting of Paragraphs _____ through _____;

☐ a site plan marked Exhibit _____ depicting the Premises;

☐ a site plan marked Exhibit _____ depicting the Shopping Center;

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☐ a current set of the Rules and Regulations for the Shopping Center;
☐ a current set of the Sign Criteria for the Shopping Center;
☐ a Work Letter;
☑ other (specify): Addendum (Rent schedule, option) .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Premises shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Premises. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act) and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

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2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall not use and shall not permit its employees to use any parking spaces in the Shopping Center except for parking by vehicles that are no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessee shall permit its employees to only occupy those parking spaces, if any, as depicted as employee parking spaces on the Shopping Center site plan. Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Shopping Center and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Shopping Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Shopping Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas, nor the right to display merchandise or conduct sales in the Common Areas. Any such storage, display or sales shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, as exercised in Lessor's sole discretion, which consent may be revoked at any time. In the event that any unauthorized storage or displays shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Shopping Center and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Shopping Center.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes or additions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, elevations, landscaped areas, signage, walkways and utility raceways;

(b) To use and close temporarily any of the Common Areas for the purpose of maintaining, repairing and altering the Shopping Center, so long as reasonable access to the Premises remains available, and to close temporarily any of the Common Areas to whatever extent is required in the opinion of Lessor's counsel to prevent a dedication of or the accrual of any rights of any persons or of the public to any of the Common Areas;

(c) To designate other land outside the boundaries of the Shopping Center to be a part of the Common Areas or to be entitled to use the Common Areas on a reciprocal basis;

(d) To add additional buildings and improvements to the Common Areas; and

(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Shopping Center as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

2.11 **Common Areas - Promotional Events; Sidewalk Sales**. Lessor reserves the right, from time to time, in Lessor's sole discretion, to utilize portions of the Common Areas for promotional events, which may include but shall not be limited to entertainment. Lessor further reserves the right, in Lessor's sole discretion, to permit any one or more tenants of the Shopping Center to conduct the display and/or sale of merchandise from the sidewalks immediately adjacent to such tenants' respective premises.

2.12 **Common Areas - Remodeling**. At any time during the Term, Lessor may remodel or expand, in any manner, the existing Shopping Center, which work may include, without limitation, the addition of shops and/or new buildings to the Shopping Center (collectively, "**Remodeled Center**"). If Lessor deems it necessary for construction personnel to enter the Premises in order to construct the Remodeled Center, Lessor shall give Lessee no less than 60 days prior notice and Lessee shall allow such entry. Lessor shall use reasonable efforts to complete any work affecting the Premises in an efficient manner so as not to interfere unreasonably with Lessee's business. Lessee shall not be entitled to any damages for any inconvenience or any disruption to Lessee's business caused by such work; provided, however, the Base Rent paid by Lessee for the period of the inconvenience shall be abated in proportion to the degree that Lessee's use of the Premises is impaired. Lessor shall have the right to use portions of the Premises to accommodate any structures required for the Remodeled Center, provided that if as a result thereof there is a permanent decrease in the floor area of the Premises of 3% or more, there shall be a proportionate downward adjustment of Base Rent and Lessee's Share.

3. **Term.**

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If an Early Possession Date has been specified in Paragraph 1.4, the Parties intend that Lessee shall have access to the Premises as of the Early Possession Date for purposes of preparing and fixturizing the Premises for the conduct of Lessee's business. If Lessee totally or partially occupies the Premises prior to the Commencement Date for any reason (and for purposes hereof, "occupancy" shall include, without limitation, Lessee's entry onto the Premises for purposes of preparing and fixturizing the Premises for business), the obligation to pay Base Rent and Percentage Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to Lessee's obligations to carry insurance and to maintain the Premises) shall be in effect during such period, except that Lessee's obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums shall only be in effect prior to the Commencement Date if Lessee has opened for business in the Premises prior to the Commencement Date. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the

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Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent and, if applicable, Percentage Rent, Lessee's Share (as specified in Paragraph 1.7) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Shopping Center, including, but not limited to, the following:

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, and replacement as reasonably necessary, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, parking lot striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire detection and/or sprinkler systems.

(dd) Common electrical, plumbing and other utilities servicing any building in the Shopping Center and/or the Common Areas.

(ee) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management (including, but not be limited to, a property management fee to Lessor equal to 5% of Base Rent and Percentage Rent), security services, and the costs of any environmental inspections.

(iv) Reserves set aside for equipment, maintenance, repair and replacement of Common Areas.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation of the Shopping Center.

(ix) The cost of any capital improvement to the Building or the Shopping Center not covered under the provisions of Paragraph 2.3, provided, however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) If Lessor determines that the method of proration of any item included within Common Area Operating Expenses is inequitable, Lessor may prorate such item on the basis of usage or other equitable considerations. Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to any other premises or building in the Shopping Center or to the operation, repair and maintenance thereof, shall be allocated entirely to such premises or building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to any premises or building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Shopping Center.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Shopping Center already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) If there are one or more Major Tenants (as hereinafter defined) within the Shopping Center, then at Lessor's sole option, the amount to be reimbursed by such Major Tenants to Lessor for all or a portion of the Common Area Operating Expenses may be determined by alternative equitable methods (e.g., a Major Tenant may pay directly for its own security), and the actual amount paid by such Major Tenants shall be credited against the Common Area Operating Expenses allocated to other tenants of the Shopping Center; provided, however, that in such event the rentable area of the buildings leased to such Major Tenants shall be excluded from the rentable area of the Shopping Center for purposes of determining Lessee's Share of Common Area Operating Expenses for those specific items, notwithstanding the percentage set forth in Paragraph 1.7. As used herein, the term "**Major Tenant**" shall mean a tenant leasing at least 15,000 square feet of rentable area within the Shopping Center.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as

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specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.**

(a) **Agreed Use; Agreed Trade Name.** Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose, and Lessee shall operate at the Premises only under the Agreed Trade Name and under no other trade name. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvement on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises, and/or is not in conflict with or incompatible with the existing or proposed uses (whether or not exclusive) of other occupants of the Shopping Center. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Trade Name, so long as the same is not in conflict with or incompatible with the nature and character of the Shopping Center or other existing or proposed uses of other occupants of the Shopping Center. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use and/or Agreed Trade Name.

(b) **Continuous Operation.** Lessee shall continuously (i) operate and conduct the Agreed Use under the Agreed Trade Name within the entire Premises in a reputable manner and in conformity with industry standards of practice prevailing in the field of business among merchants engaged in the same or similar business in the city in which the Premises are located, (ii) staff the Premises with sufficient sales personnel, stock the Premises with adequate merchandise and exercise sound business practices so as to maximize Gross Sales for the benefit of Lessor. At a minimum, Lessee shall keep the Premises continuously open for business Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturday from 9:00 a.m. to 6:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m. If Lessee fails to comply with the requirements of this Paragraph 6.1(b), then in addition to any and all other rights and remedies of Lessor, Lessee shall pay to Lessor an amount equal to 1/15th of the Base Rent for each day or portion thereof that Lessee fails to so comply. Such sum shall be in addition to, and not a part of, the Base Rent otherwise due under this Lease.

(c) **Violations of Exclusive Use Rights.** Lessee acknowledges that Lessor may grant, or may have previously granted, exclusive use rights to other tenants of the Shopping Center and agrees that a material consideration to Lessor in entering into this Lease is Lessee's covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above. Lessee's violation of exclusive use rights granted to other tenants of the Shopping Center will result in Lessor suffering irreparable harm and, therefore, in addition to all other rights and remedies available to Lessor, Lessor may seek to enjoin Lessee's breach of such covenant and Lessee shall be liable for any damages incurred or sustained by Lessor to such other tenants whose exclusive use rights are breached by Lessee. In no event shall Lessor be liable to Lessee for any failure of any other tenants of the Shopping Center to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.

(d) **Other Tenancies.** Lessor, at its sole discretion, reserves the absolute right to establish procedures to control other tenancies in the Shopping Center. Regardless of whether any specific tenants are shown on any site plan attached hereto, Lessee does not rely on that fact, nor does Lessor represent that any specific tenant or number or type of tenants shall or shall not during the Term occupy any portion of the Shopping Center, nor does Lessee rely on any other tenant operating its business in the Shopping Center at any particular time or times. Further, no conduct by any tenant, subtenant or other occupant of, or any customer of, or any supplier to or use of any portion of the Shopping Center shall constitute an eviction, constructive or otherwise, of Lessee from the Premises, and Lessee hereby waives any and all claims that it might otherwise have against Lessor by reason thereof.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation,

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possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Shopping Center not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall

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in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the

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removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Shopping Center if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease,

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whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Shopping Center, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises or Common Areas which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total Replacement Cost of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to

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Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Damage to Shopping Center**. In the event of any damage or destruction to other portions of the Building or to any other buildings in the Shopping Center, whether insured or uninsured (and whether or not there is also damage or destruction to the Premises), which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction, Lessor may either (i) repair such damage or destruction as soon as reasonably possible without expense to Lessee, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage or destruction. Such termination shall be effective 60 days following the date of such notice.

9.7 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Base Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.8 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Shopping Center, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Shopping Center address. The term "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Shopping Center, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Shopping Center, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Shopping Center by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request, or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. To the extent any such utilities and/or services are not separately metered, Lessee shall pay Lessee's Share thereof in accordance with Paragraph 4.2. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water,

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electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent and Percentage Rent Rate to 110% of the Base Rent and Percentage Rent Rate then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by

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the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The vacating or abandonment of the Premises. Lessee shall be deemed to have vacated the Premises if Lessee ceases to continuously operate its business in the Premises for a period of 5 consecutive days.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which

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concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.13 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Shopping Center, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.13, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance.

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Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the

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affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent and Percentage Rent Rate being 150% of the Base Rent and Percentage Rent Rate payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt

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to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion.

34. **Signs.** Lessor may place on the Premises ordinary "**For Sale**" signs at any time and ordinary "**For Lease**" signs during the last 6 months of the term hereof. All signs must comply with all Applicable Requirements. Lessee shall not place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls or the roof of the Building, or anywhere else within the Shopping Center outside of the Premises, or on any interior portions of the Premises that are visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material or any other items without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion. Lessor shall designate the size, shape, color, design, and location of all exterior sign(s) to be installed by Lessee, and Lessee shall, at Lessee's sole cost and expense, fabricate, construct and install all such sign(s) in full compliance with Lessor's designation and in accordance with the Sign Criteria for the Shopping Center attached hereto, if any. Lessee agrees to submit plans and specifications for Lessee's sign(s) for Lessor's written approval within 30 days after the full execution hereof and to install such sign(s) prior to opening for business at the Premises. Lessor, at Lessee's cost, may remove any item placed, constructed or maintained in, upon or about the Premises or Shopping Center which does not comply with this paragraph. In the event there is a pole, pylon or monument sign for the Shopping Center, Lessor shall have the right, but not the obligation, to install lettering designating Lessee's business on such sign, at Lessee's expense, with Lessor's approval of location, size, style and color. All signs that are permanently attached to the Premises or Building shall become the property of Lessor at the expiration or earlier termination hereof; provided, however, that Lessee shall promptly remove all such signs if Lessor so elects, and Lessee shall promptly repair all damage caused by such removal. Lessee shall not place, construct or maintain in, upon or about the Premises any search lights, flashing lights, loudspeakers, phonographs or other visual or audio media.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. In those express instances where consent is within the sole discretion of a party, the party shall have no obligation to adhere to a standard of reasonableness. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that

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Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. While Lessor does not assume any responsibility to provide any security measures or any liability for failure to provide security measures or for any inadequacy thereof, Lessor shall have the authority to institute or continue such security measures as Lessor in its sole discretion deems necessary or appropriate from time to time, the cost and expenses of which shall be considered Common Area Operating Expenses. To the degree directed by Lessor, Lessee shall coordinate its security measures at the Premises with the security measures instituted by Lessor, if any.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Building Planning.** Lessor shall have the right at any time or times, upon giving Lessee not less than 60 days prior written notice, to provide and furnish Lessee with space of comparable visibility located elsewhere within any of the buildings within the Shopping Center and to move Lessee into such new space, provided that the usable area of such new space is not less than the usable area of the Premises and provided that all of Lessee's reasonable out-of-pocket moving expenses (including but not limited to the cost of moving Lessee's personal property, the cost of reprinting Lessee's stationery or other business materials with the new address, and the cost to relocate and reinstall tenant improvements and Lessee's telecommunications and computer equipment) shall be paid by Lessor, and provided further that Lessor shall construct at Lessor's expense such improvements to such new space as shall be necessary to place it in a condition that is substantially comparable to the Premises. Except as provided in the immediately preceding sentence, Lessor shall have no obligation to improve such space or pay any other expenses incurred by Lessee as a result of such relocation. On such relocation, the terms and conditions of this Lease shall remain in full force and effect, including but not limited to the Base Rent payable hereunder and Lessee's Share (even if the usable area of such relocated Premises is in excess of the usable area of the Premises), except that the Premises shall be in such new location. Upon Lessor's request, the Parties shall execute an amendment to this Lease in form required by Lessor confirming the relocation of the Premises to such new location. If the new space does not meet with Lessee's approval, which approval Lessee shall give or withhold in accordance with Paragraph 36, Lessee shall have the right to cancel this Lease by giving Lessor written notice thereof within 15 days of receipt of Lessor's notification of its intent to relocate Lessee. Lessee's failure to give such notice within such 15 day period shall be deemed Lessee's approval of the new space. If timely notice is given by Lessee, then this Lease shall terminate unless Lessor rescinds Lessor's prior notice of its intent to relocate Lessee within 10 days after Lessor's receipt of Lessee's notice of cancellation.

43. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

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49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☐ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. **SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
2. **RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: 4/8/22
By LESSOR:
D/G Financial Management

By: [signature]
Name Printed: Sandeep Saini
Title: Agent with Authority to execute lease of D/G Financial Management
Phone: [illegible] 9169739597
Fax: _____
Email: _____

By: [signature]
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: _____

[signature]
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Executed at: 22 [illegible]
On: 4/8/22
By LESSEE:
Highland Community Charter School

By: MURDOCK SMITH
Name Printed: _____
Title: Ex Dir
Phone: (916) 844-2283
Fax: _____
Email: MURDOCK.SMITH@HCCTS.ORG

By: [signature]
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____

[signature]
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Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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AIRCRE contracts

ADDENDUM TO LEASE

Date: 3/25/2022
By and Between
Lessor: D/G Financial Management
Lessee: Highland Community Charter School
Property Address: 9555 Folsom Blvd, Suite E & F, Sacramento, CA
(street address, city, state, zip)

Paragraph: 51 - 56

51. Base Rent

Months	Base Monthly Rent
01 - 3	$0.00
04 - 12	$2,465.00 + NNN (est $595)
13 - 24	$2,538.95 + NNN

52. Option to Renew

Lessee shall have an option to renew this lease for One (1) 2 year option provided a written intention to renew is given to Lessor six (6) months prior to the expiration of the initial term of the lease. if Lessee decide to exercise the option period. The lease rate shall be the fair market value or to be negotiated at the time of option is exercised.

53. Condition of Premises

Lessor shall deliver the premises to the tenant in present Where "AS IS" condition. Any structure changes to be approved by the Lessor, and all work to be conducted by a licensed professionals.

54. Landlord's Work

a) HVAC system to be checked and in good working condition at Lessee's possession.

b) Roof to be free from the leaks.

55. Tenant's Work

TBD

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56. Utility

Tenant responsible for their own utility: including electricity, gas, garbage, and internet service, etc. Water and sewage is included in NNN charge.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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HIGHLANDS
COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

D&G x Highlands Rentals - 2024 Leasing Changes

Kyle Saini <kyle@sainicap.com> Thu, Feb 8, 2024 at 4:20 PM
To: Accounts Payable Accounts Payable <ap@hccts.org>

Hi Gracyn,

The consolidated rental price/sqft at Folsom is $1.50 for base rent and $.40 for CAM/NNN. The total rent is $1.90 therefore

E&F - 1700 sqft | $3,230
G - 1600 sqft | $3,040
I&J - 2100 sqft | $3,990

I also see you used the portal to pay, which is great on our end. Will AP be using the portal moving forward or should we be expecting an ACH deposit directly to the provided bank account?

Kyle
[Quoted text hidden]

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076 - G

Addendum to
Standard Industrial/Commercial Multi-Tenant Lease - Net
dated for reference purposes December 24, 2023,
D & G Financial Management, Inc, as Lessor
Highland Community Charter Schools as Lessee,
with reference to the Property located at
9555 Folsom Boulevard Suite E, Suite F, Suite G, Suite I, and Suite J, Rancho Cordova, CA 95827

Lessor and Lessee agree that this Addendum to the above referenced Lease form ("Form") shall modify, delete and replace certain provisions of the Form. The terms of the Form and this Addendum shall collectively be referred to as the "Lease." If the terms of this Addendum are inconsistent or in conflict with paragraphs 1 through 49 of the Form described above, the terms of this Addendum shall be controlling:

50) Base Rent Schedule:

Lessee's base monthly rent, NNN, shall be equal to $1.50 per square foot per month, with three percent (3.0%) annual increases.

Date	Monthly Base Rent, NNN:
February 1, 2024 – December 31, 2024	$8,100.00 + NNN
January 1, 2025 – December 31, 2025	$8,343.00 + NNN
January 1, 2026 – December 31, 2026	$8,593.29 + NNN

51) Operating Expenses:

In addition to the Base Rent set for in Section 50 herein, commencing on the Commencement Date, Lessee shall be responsible to pay before delinquency for all utilities consumed within the premises. Lessee shall be responsible to pay directly for electrical power (SMUD), gas (PG&E), garbage/trash removal, internet, telecommunications, suite alarm, and any janitorial expenses serving the Premises. Lessee shall be responsible to pay for Lessee's share as determined by Lessor for City of Sacramento utility services (water, sewer, stormdrain) as part of NNN/CAM charges.

Lease shall be a NNN structure whereby commencing on the Commencement Date, Lessee shall be responsible to pay for its share of common area operating expenses ("NNN/CAM") as determined by Lessor including, but not limited to real estate taxes and special assessments, insurance, landscape maintenance, HVAC maintenance and replacement, exterior window repair and replacement as necessary, which the Lessee will pay on a monthly basis in addition to Base Rent.

52) Option(s) to Renew:

If Lessee (i) has not at any time during the Original Term of the Lease been in default in any of the terms or provisions of the Lease beyond the applicable cure period; (ii) Lessee is in occupancy and conducting business from the Premises in compliance with all applicable laws; (iii) Lessee has not been late in payment of Base Rent during the Original Term of the Lease; (iv) Lessee has not assigned, subleased or otherwise transferred its interest in the Lease; and (v) Lessee has not sold the business or controlling interest in the business, Lessee shall have the right to extend the Term

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of the Lease for all of the premises for two (2) periods of three (3) years ("Option Term"), under the same terms and conditions contained in this Lease, except the monthly Base Rent shall be increased on the commencement of the Option Term and every twelve (12) months thereafter during the Option Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: The monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than one hundred three percent (103%) of Lessee's then current base rental rate for the month immediately preceding the applicable CPI Increase Date.

The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers for: **San Francisco.**

The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Option Term.

If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

The option to extend the Term of the Lease shall be assumed and executed unless Lessee serves written notice to Lessor, no more than six (6) months and no less than twelve (12) months prior to the expiration of the Original or Option Term, indicating its intention to not exercise the subsequent Option Term.

53) Accessibility Disclosure:

To Lessor's actual knowledge, the property being leased or rented pursuant to this Lease has not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code Section 55.52). The foregoing verification is included in this Lease solely for the purpose of complying with California Civil Code Section 1938 and shall not in any manner affect Lessor's and Lessee's respective responsibilities for compliance with construction-related accessibility standards as provided under this Lease. Lessee hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Building nor the Premises has undergone inspection by a CASp.

54) Compliance:

Notwithstanding any provision of this Lease to the contrary, including without limitation the provisions of Paragraph 2.3 of the Form, Lessor makes no representation or warranty as to the compliance of the Premises with Applicable Requirements, and there shall be no warranty period of any length.

55) Tenant Improvements:

Lessee and Lessor acknowledge that Lessee accepts the Premises in "as-is, where-is, with all faults" condition with the following exception: **None.**

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Lessee shall design, project manage, and independently contract with their own contractor to conduct all construction Lessee requires to open for businss, at Lessee's sole cost and expense. Lessee shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All work with respect to any addition, alteration or improvements shall be done in a good workmanlike manner by properly qualified, licensed, insured, and bonded personnel approved by Lessor, prior to commencement of any construction, and such approval shall not be unreasonably withheld or delayed.

Lessee shall pay the costs of any work done on the Premises and shall keep the Premises, Building and Project free and clear of any liens of any kind thereof. Except in the case of gross negligence or willful misconduct on the part of Lessor or Lessor's agents and contractors, Lessee shall indemnify, defend against and keep Lessor free and harmless from all liability, loss, damage, cost, attorney's fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Lessee or any person claiming under Lessee.

Upon expiration of the Term of the Agreement and any exercised options or the sooner termination of this Agreement, all of the tenant improvements provided by Lessor and/or Lessee shall immediately become the sole property of the Lessor, including, but not limited to cabinets, sinks, mirrors, and light fixtures.

56) Lessee's Financial Data and Audits:

In the event that the Lessor applies to refinance or sell the property, Lessee shall deliver to Lessor a copy of the financial statement for Lessee and any Guarantor including at least a year end balance sheet and a year-to-date statement of profit and loss, and Federal Tax returns for each of the two most recently completed calendar years, prepared in accordance with generally accepted accounting principles (and, if such is Lessee's and/or Guarantor's normal practice, audited by an independent certified public accountant) all then available subsequent interim statements, and such other financial information as may be reasonably required by Lessor, potential Buyer, or required by an Mortgagee.

57) Signage:

Lessee, at its sole cost, shall be allowed the maximum signage allowable subject to Sacramento City code, Sacramento City ordinances. All signage shall be subject to Lessor's prior written approval, which shall not be unreasonable withheld. Lessee shall be solely responsible for all costs associated with installation and removal of the sign upon the expiration of the lease.

58) Brokerage:

Both Lessor and Lessee acknowledge that Matt Axford and Kimio Bazett of Turton Commerial represents the Lessor ("Lessor's Broker") in this transaction, and that any and all brokerage fees shall be the obligation of the Lessor.

[Signatures to follow on the next page]

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LESSOR:

D & G Financial Management, Inc

DocuSigned by:
By: Sandeep Saini
6648330D323D424...
Name: Sandeep Saini
Title:
Date: 1/6/2024

LESSEE:

Highland Community Charter Schools

DocuSigned by:
By: Murdock Smith
8AA7C3E2A596498...
Name: Murdock Smith
Title:
Date: 1/6/2024

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STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only December 24, 2023, is made by and between D & G Financial Management, Inc ("**Lessor**") and Highlands Community Charter Schools ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 9555 Folsom Boulevard Suite E, Suite F, Suite G, Suite I, and Suite J, Rancho Cordova, CA 95827 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the Premises and the "Project"): a one-story, approximately 10,420 square foot building, on an approximately 174,240 square foot parcel. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** Shall be first come, first serve ~~unreserved vehicle parking spaces.~~ (See also Paragraph 2.6)

1.3 **Term:** two (2) years and eleven (11) months ("**Original Term**") commencing February 1,2024 ("**Commencement Date**") and ending December 31, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon lease execution ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $8,100.00 per month ("**Base Rent**"), payable on the first day of each month commencing February 1, 2024. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Common Area Operating Expenses:** fifty-five percent (55 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $8,100.00 for the period February 1, 2024 to February 29, 2024.

(b) **Common Area Operating Expenses:** The current estimate for the period February 1, 2024 to February 29, 2024 is $2,160.00.

(c) **Security Deposit:** $8,100.00 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $18,360.00.

1.8 **Agreed Use:** education center and administrative office. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Turton Commercial Real Estate License No. 02209803 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Matt Axford License No. 02124801 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

~~Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).~~

~~Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.~~

~~1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)~~

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 58;

☐ a site plan depicting the Premises;

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- [x] a site plan depicting the Project;
- [ ] a current set of the Rules and Regulations for the Project;
- [ ] a current set of the Rules and Regulations adopted by the owners' association;
- [ ] a Work Letter;
- [ ] other (specify): _____ .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made

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any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

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4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "**Common Area Operating Expenses**" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge to compensate Lessor for additional time and expenses incurred in handling the dishonored payment and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall bear interest or be considered prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

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6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits

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and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which

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costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds

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from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees . If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required

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insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith,

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shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a

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written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, (ii) to provide reasonable evidence of insurance or surety bond, or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Lessor and Lessee agree that the damages to be incurred by the Lessor in the event of Lessee's default of the Lease would be difficult or impossible to calculate and the parties therefore intend to provide by the foregoing for liquidated damages and not a penalty and agree that the sum provided is a reasonable pre-estimate of the probable loss. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover

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any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

~~**15. Brokerage Fees.**~~

~~15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said

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monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options**. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

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(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a

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Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by

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anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related

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accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____	Executed at: _____
On: 1/6/2024	On: 1/6/2024
By LESSOR: DocuSigned by:	**By LESSEE:** DocuSigned by:
D & S Financial Management, Inc	Highlands Community Charter Schools
Sandeep Saini	Murdock Smith
6648330D323D424...	6AA7C3E2A596498...
By: _____	By: _____
Name Printed: Sandeep Saini	Name Printed: Murdock Smith
Title: _____	Title: _____
Phone: sandeep@sainicap.com	Phone: murdock.smith@hccts.org
Fax: _____	Fax: _____
Email: _____	Email: _____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Address: _____	Address: _____
Federal ID No.: _____	Federal ID No.: _____
BROKER	**BROKER**
Turton Commercial Real Estate	_____
Attn: Matt Axford	Attn: _____
Title: Director	Title: _____
Address: 2131 Capitol Ave, Suite 100, Sacramento, CA 95816	Address: _____
Phone: 916.743.6328	Phone: _____
Fax: _____	Fax: _____
Email: mattaxford@turtoncom.com	Email: _____
Federal ID No.: _____	Federal ID No.: _____
Broker DRE License #: 02209803	Broker DRE License #: _____
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Agent DRE License #: 02124801

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HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Success Vang <success.vang@hccts.org>

Olivewood: Highlands Community Charter - Current Balance

Lisa McMurtrie <lmcmurtrie@gallellire.com> Mon, Sep 29, 2025 at 10:54 AM
To: "success.vang@hccts.org" <success.vang@hccts.org>
Cc: Lisa Buck <LBuck@gallellire.com>, Ronald Henry <RHenry@gallellire.com>, Reagan Smith <RSmith@gallellire.com>

Good morning,

Attached is a breakdown of your 2024 CAM Reconciliation. I found an error upon review. The admin fee wasn't calculated on suite 16. Below is the breakdown per unit. Please let me know if you need additional information.

Description	5655-01	5655-09	5655-11	5655-16	5655-18	TOTAL
	7,000	1,716	5,543	3,350	1,340	18,949
	$9,373.00	$2,297.72				
Minimum Rent	~~9,373.00~~	~~2,297.72~~	7,422.08	4,485.65	1,794.26	25,372.71
CAM	3,556.46	871.84	2,816.20	1,708.50	680.81	9,633.81
	12,929.46	**3,169.56**	**10,238.28**	**6,194.15**	**2,475.07**	**35,006.52**

Thank you,

Lisa McMurtrie
GRE MANAGEMENT SERVICES, INC.
Lease Administrator
3005 Douglas Blvd., Suite 200 Roseville, CA 95661
P 916 789 3342
www.gallellire.com

GALLELLI REAL ESTATE

From: Reagan Smith <RSmith@gallellire.com>
Sent: Friday, September 26, 2025 12:33 PM
To: Lisa McMurtrie <lmcmurtrie@gallellire.com>
Cc: Lisa Buck <LBuck@gallellire.com>; Ronald Henry <RHenry@gallellire.com>
Subject: FW: Olivewood: Highlands Community Charter - Current Balance

Good afternoon,

We had the meeting with Highlands regarding their (25,701.29) credit. They would like the CAM reconciliation back up for their current credits. (See email below).

They would also like the breakdown of their rent and CAMs per suite.

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Is that something we can provide them? Thank you.

Kind regards,

Reagan Smith
GRE MANAGEMENT SERVICES, INC.
Junior Property Manager
3005 Douglas Blvd #200, Roseville, CA 95661
P 916 789 3343 F 916 784 2098
www.gallellire.com RSmith@gallellire.com

From: Reagan Smith <RSmith@gallellire.com>
Sent: Tuesday, September 9, 2025 1:28 PM
To: Success Vang <success.vang@hccts.org>
[Quoted text hidden]

[Quoted text hidden]

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3 attachments

Highlands 2024 CAM audit 9.29.25.pdf
121K

2024 Property Tax Invoices-ALL.pdf
36K

2024 Insurance Recap (Proration diff-minor).pdf
195K

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GALLELLI
REAL ESTATE

Matt N. Goldstein
www.GallelliRE.com

060

January 30, 2024

Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838

RE: THIRD AMENDMENT TO LEASE - HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
OLIVEWOOD CENTER – SACRAMENTO, CA

On behalf of Matt Goldstein, enclosed via Docusign is the Third Amendment Highlands Community Charter and Technical School at Olivewood Center for execution. Once executed, please send or drop off a check totaling $12,127.00, which is for pre-paid rent and NNN's ($6,063.50) and the additional security deposit ($6,063.50). Please make the check payable to **Olivewood Group.** Location to send or drop off check is:

Gallelli Real Estate
3005 Douglas Blvd., Suite 200
Roseville, CA 95661
ATTN: Brenda Pierce

NNN = $6,063.50 - $4,355.00 = $1,708.50

If you have any questions, please do not hesitate to contact us at the office

Sincerely,

GALLELLI REAL ESTATE

Brenda Pierce

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THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") is effective as of 1/31/2024 and is entered into by and between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant").

Recitals

A. Tenant and Landlord have previously entered into that certain Lease dated as of August 2, 2022, as amended by First Amendment to Lease dated as of November 7, 2022 and Second Amendment to Lease dated as of August 1, 2023 (collectively the "Lease") pursuant to which Tenant leased from Landlord those certain premises known as 5655 Hillsdale Boulevard, Suites 1, 9, 11, and 18, Sacramento, CA 95842 (collectively the "Premises"), as more specifically set forth in the Lease. The Premises currently contains a total of 15,599 square feet of gross leasable area.

B. Landlord and Tenant have agreed to expand the Premises.

C. The current Term of the Lease for Suites 1, 9, 11, and 18 will expire on November 30, 2027 and the parties have agreed to extend the Term of the Lease only for the Additional Expansion Premise, as more specifically set forth below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals. The recitals set forth above form a material part of this Third Amendment and are incorporated herein by this reference.

2. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

3. Premises. In addition to Suites 1, 9, 11 and 18, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite 16, containing approximately 3,350 square feet of gross leasable area ("Additional Expansion Premises"). Commencing on the earlier of (i) ninety (90) days following the date the Additional Expansion Premises is delivered to Tenant or (ii) the day Tenant opens for business in Suite 16 ("Additional Expansion Premises Commencement Date"), Tenant shall pay Landlord Minimum Rent and Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs as set forth below. Exhibit A-1 "Additional Expansion Premises" attached hereto and is by this reference incorporated herein.

4. Landlord's Work. Landlord shall deliver the Additional Expansion Premises in its "as is" condition with all utilities in good working order. Subject to reimbursement as set forth below, Tenant shall, in accordance with the provisions of Section 12.2 of the Lease, perform all work necessary to make the Additional Expansion Premises ready for Tenant's Permitted Use ("Tenant's Additional Expansion Premises Work"). Landlord shall provide Tenant with a tenant improvement allowance of up to Fifty-Six Thousand Nine Hundred Fifty and No/100 Dollars ($56,950.00) for the actual cost of Tenant's Additional Expansion Premises Work only, which shall be paid to Tenant within sixty (60) days of Tenant's opening for business

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at the Additional Expansion Premises, subject to the following conditions precedent: (A) no default shall have occurred hereunder, (B) Landlord's receipt of a written certification from Tenant's architect to Landlord that Tenant's Work is complete, (C) Landlord's receipt of final and unconditional lien waivers from the general contractor, any subcontractors, materialmen and suppliers for Tenant's Additional Expansion Premises Work completed showing that they have been paid in full and that no liens are claimed, (D) Landlord's receipt of a certificate of occupancy or copy thereof for the Additional Expansion Premises, and (E) Tenant shall provide Landlord with copies of paid invoices for such Tenant's Additional Expansion Premises Work and signed off permits for Tenant's Additional Expansion Premises Work. Landlord shall be permitted to inspect the Additional Expansion Premises at any time during normal business hours during the performance of Tenant's Additional Expansion Premises Work with reasonable advance notice to Tenant. Tenant is hereby notified, pursuant to the provisions of Civil Code Section 1938, that neither the Additional Expansion Premises nor the building of which the Additional Expansion Premises are a part have undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Additional Expansion Premises and determine whether the Additional Expansion Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Additional Expansion Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and the payment of the fee for the CASp inspection. Tenant shall pay the cost of making any repairs necessary to correct any violations of construction-related accessibility standards within the Additional Expansion Premises. The Additional Expansion Premises shall be delivered to Tenant upon full execution of this Third Amendment and Landlord shall not be required to provide written notice to Tenant. Tenant shall deliver to Landlord copies of policies of insurance or certificates thereof for the Additional Expansion Premises (as required under Section 15.1 of the Lease) before delivery to Tenant. Landlord shall not be obligated to deliver possession of the Additional Expansion Premises to Tenant until such items are delivered, but the delivery date shall not be affected or delayed by Landlord's decision not to deliver possession of the Additional Expansion Premises as a result of such failure. Tenant releases Landlord from any claim whatsoever for damages for any delay in delivery of the Additional Expansion Premises to Tenant and the Lease shall not be rendered void or voidable by any such delay.

5. Term. The Term of the Lease for Suites1, 9, 11, and 18 shall expire on November 30, 2027. Notwithstanding the fact that the Lease has terminated for Suites1, 9, 11, and 18, the Term of the Lease for the Additional Expansion Premises only shall commence on the earlier of (i) the date Tenant opens for business in the Additional Expansion Premises or (ii) ninety (90) days after the Additional Expansion Premises is delivered to Tenant ("Additional Expansion Premises Commencement Date") and shall continue for thirty-six (36) full calendar months thereafter ("Additional Expansion Premises Term"). .

6. Minimum Rent. Until the Additional Expansion Premises Commencement Date, Tenant will pay Minimum Rent as set forth in the Second Amendment to Lease for the Premises only. Commencing on the Additional Expansion Premises Commencement Date, monthly Minimum Rent for the Additional Expansion Premises through the first full twelve (12) full calendar months of the Additional Expansion Premises Term, shall be Four Thousand Three Hundred Fifty-Five and 0/100 Dollars ($4,355.00) ($1.30 psf) per month, pro-rated for the initial partial month if applicable. Commencing with the thirteenth (13th) and twenty fifth (25th) full

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calendar months of the Additional Expansion Premises Term, Minimum Rent for the Additional Expansion Premises shall increase to one hundred three percent (103%) of the monthly Minimum Rent for the prior twelve (12) months. Tenant shall pay, Landlord contemporaneously with Tenant's execution of this Third Amendment, monthly Minimum Rent and Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs in the amount of Six Thousand Sixty-Three and 50/100 Dollars ($6,063.50) which will be applied to the first full month's rent for the Additional Expansion Premises.

7. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Twenty-Six Thousand Four Hundred Six and 01/100 Dollars ($26,406.01)). Tenant shall increase the Security Deposit by paying Landlord, contemporaneously with Tenant's execution of this Third Amendment, Six Thousand Sixty-Three and 50/100 Dollars ($6,063.50) for a total Security Deposit of Thirty-Two Thousand Four Hundred Sixty-Nine and 51/100 Dollars ($32,469.51).

7. Tenant's Pro Rata Share. Notwithstanding anything to the contrary set forth in the Lease, commencing on the Additional Expansion Premises Commencement Date and continuing through the Additional Expansion Premises Term, in addition to Tenant's pro rata share of Common Area Expenses for the Premises, Tenant shall pay Landlord Tenant's Additional Expansion Premises pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord in the amount of is 6.36%.

8. Signs. Tenant shall be permitted, at Tenant's sole cost and expense, to install signage on the Additional Expansion Premise as permitted in the Lease.

9. Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this Third Amendment, Tenant represents and warrants to Landlord that as of the date of this Third Amendment:

(a) No Default. To Tenant's knowledge, here are no defaults by Landlord or Tenant under the Lease and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute a default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease.

(b) Authority. Tenant has full right, power and authority to enter into this Third Amendment. This Third Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.

(c) No Assignment. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises or the right to occupy or use all or any part of the Premises.

10. Amendment to Lease. This Third Amendment represents the entire agreement between Landlord and Tenant regarding the subject matter contained in this Third Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter

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contained in this Third Amendment except as set forth in this Third Amendment. No amendment or modification to this Third Amendment shall be effective unless it is in writing and executed by both Landlord and Tenant. All references to the term "Lease" in this Third Amendment and the Lease shall mean the Lease as amended by this Third Amendment. Except as expressly modified by the terms of this Third Amendment, the Lease remains unchanged and in full force and effect.

12 Counterparts. This Third Amendment may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Tenant and Landlord have executed this Third Amendment as of the date first written above.

LANDLORD: Olivewood Group, a California general partnership

Docusigned by:
VINCENT MAESTRI
By: D08B7BD36ACC450...
Vincent Maestri

TENANT: Highlands Community Charter and Technical Schools

Docusigned by:
Murdock Smith
By: 6AA7C3E2A596498...

Name: Murdock Smith

Its: Executive Director

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EXHIBIT A-1

ADDITIONAL EXPANSION PREMISES

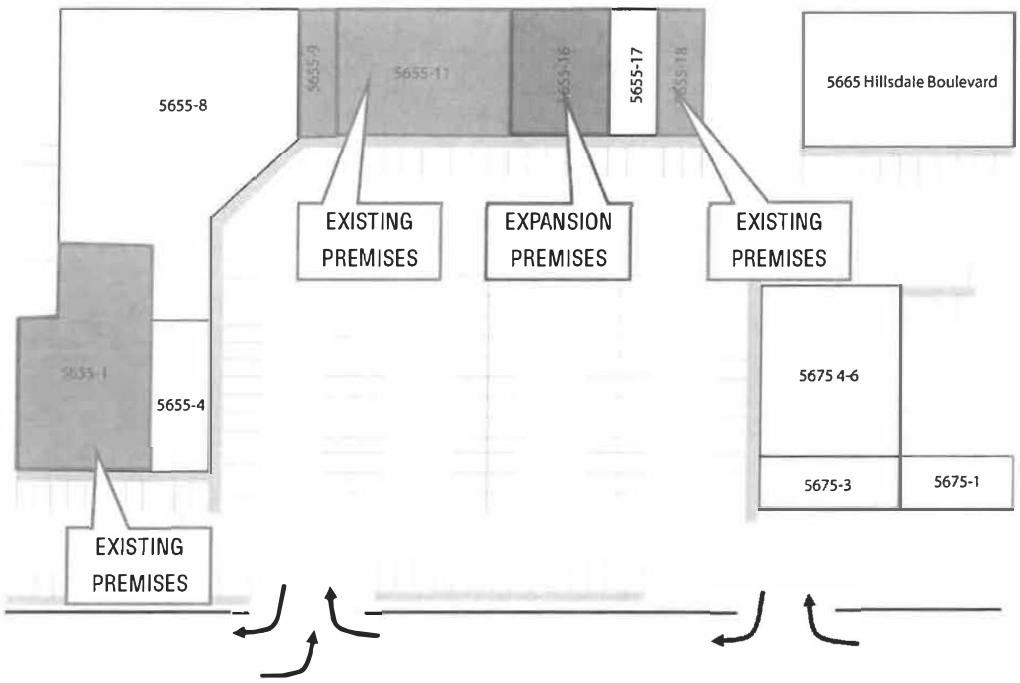

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Success Vang <success.vang@hccts.org>

5655 Hillsdale Blvd #16

Ronald Henry <rhenry@gallellire.com> Thu, Feb 29, 2024 at 1:50 PM
To: Success Vang <success.vang@hccts.org>

Success,

Here is the breakdown per units (#11 & #18 are going to be together since they are under one amendment)

#1

CAM - $2,871.89
Prop Taxes - $ 459.39
Insurance - $ 225.59
TOTAL - $3,556.87

#9

CAM - $ 703.90
Prop Taxes - $ 112.60
Insurance - $ 55.29
TOTAL - $ 871.79

#11

CAM - $2,273.59
Prop Taxes - $ 363.68
Insurance - $ 178.59
TOTAL - $2,815.86

#18

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CAM	-	$ 549.68
Prop Taxes	-	$ 87.93
Insurance	-	$ 43.18
TOTAL	-	$ 680.79

Hope this helps.

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SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is effective as of 8/1/2023, 2023 and is entered into by and between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant").

Recitals

A. Tenant and Landlord have previously entered into that certain Lease dated as of August 2, 2022, as amended by First Amendment to Lease dated as of November 7, 2022, (collectively the "Lease") pursuant to which Tenant leased from Landlord those certain premises known as 5655 Hillsdale Boulevard, Suites 1 and 9, Sacramento, CA 95842, as more specifically set forth in the Lease (collectively the "Premises"). Suite 1 contains 7,000 square feet of gross leasable area and Suite 9 containing approximately 1,716 square feet of gross leasable area. Prior to this Second Amendment, the Premises are deemed to contain 8,716 square feet of gross leasable area

B. Landlord and Tenant have agreed to expand the Premises.

C. The Term of the Lease will expire on September 30, 2025 and the parties wish to extend the Term.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Premises. In addition to Suites 1 and 9, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suites11 and 18, collectively containing approximately 6,883 square feet of gross leasable area ("Expansion Premise"). Commencing on the earlier of (i) ninety (90) days following the date the Expansion Premise is delivered to Tenant or (ii) the day Tenant opens for business in Suites 11 and 18 ("Expansion Commencement Date"), the Premises will be deemed to contain 15,599 square feet of gross leasable area. Exhibit A "Premises" to the Lease is hereby deleted and replaced with the Exhibit A "Premises" attached hereto and by this reference incorporated herein.

3. Landlord's Work. Landlord shall deliver the Expansion Premise in their "as is" condition except that prior to delivery of the Expansion Premise to Tenant, Landlord shall confirm that the HVAC, electrical and plumbing for the Expansion Premise are in good working order. Subject to reimbursement as set forth herein, Tenant shall, in accordance with the provisions of Section 12.2, perform all work necessary to make the Expansion Premises ready for Tenant's Permitted Use ("Tenant's Expansion Work"). Landlord shall provide Tenant with a tenant improvement allowance of up to One Hundred Seventeen Thousand Eleven and No/100 Dollars ($117,011.00) for the Tenant's Expansion Work only, which shall be paid to Tenant within sixty (60) days of Tenant's opening for business at the Expansion Premises, subject to the following conditions precedent: (A) no default shall have occurred hereunder, (B) Landlord's receipt of a written certification from Tenant's architect to Landlord that Tenant's Work is complete, (C) Landlord's receipt of final and unconditional lien waivers from the general

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contractor, any subcontractors, materialmen and suppliers for work completed showing that they have been paid in full and that no liens are claimed, (D) Landlord's receipt of a certificate of occupancy or copy thereof for the Expansion Premises, and (E) Tenant shall provide Landlord with copies of paid invoices for such work and signed off permits for Tenant's Expansion Work. Landlord shall be permitted to inspect the Expansion Premises at any time during normal business hours during the performance of Tenant's Work with reasonable advance notice to Tenant. Tenant is hereby notified, pursuant to the provisions of Civil Code Section 1938, that neither the Expansion Premises nor the building of which the Expansion Premises are a part have undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Expansion Premises and determine whether the Expansion Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Expansion Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection. Tenant shall pay the cost of making any repairs necessary to correct the violations of construction-related accessibility standards within the Expansion Premises. The Expansion Premises shall be delivered to Tenant upon full execution of this Lease and Landlord shall not be required to provide written notice to Tenant. Tenant shall deliver copies of policies of insurance or certificates thereof for the Expansion Premises (as required under Section 15.1) to Landlord before delivery of the Expansion Premises. Landlord shall not be obligated to deliver possession of the Expansion Premises to Tenant until such items are delivered, but the delivery date shall not be affected or delayed by Landlord's decision not to deliver possession of the Expansion Premises as a result of such failure. Tenant releases Landlord from any claim whatsoever for damages for any delay in delivery of the Expansion Premises to Tenant and this Lease shall not be rendered void or voidable by any such delay.

4. Term. Commencing on the Expansion Commencement Date, the Term of the Lease is shall be extended by forty-eight (48) months ("Expanded Term"). The parties will execute a letter agreement setting forth the new expiration date within ten (10) business days following the Expansion Commencement Date.

5. Minimum Rent. Until the Expansion Commencement Date, Tenant will pay Minimum Rent on Suites 1 and 9 as set forth in the Lease. Commencing on the Expansion Commencement Date, monthly Minimum Rent for the Premises, through the first full twelve (12) months of the Expanded Term shall be Twenty Thousand Two Hundred Seventy-Eight and 70/100 Dollars ($1.30psf) per month, pro-rated for the initial partial month if applicable. Commencing with the thirteenth (13th), twentieth fifth (25th) and thirty-seventh (37th) months of Expanded Term, monthly Minimum Rent for the Premises shall increase to one hundred three percent (103%) of the monthly Minimum Rent for the prior twelve (12) months. Tenant shall pay, Landlord contemporaneously with Tenant's execution of this Second Amendment, monthly Minimum Rent and Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs in the amount of Eleven Thousand Seven Hundred Sixth-Nine and 93/100 Dollars ($11,769.93) for the Expansion Premise which will be applied to the first month full month of the Expanded Term.

6. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Fourteen Thousand Six Hundred Thirty-Six and 08/100 Dollars ($14,636.08). Tenant shall increase the Security Deposit by paying Landlord, contemporaneously with Tenant's execution

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of this Second Amendment, Eleven Thousand Seven Hundred Sixth-Nine and 93/100 Dollars ($11,769.93) for a total Security Deposit of Twenty-Six Thousand Four Hundred Six and 01/100 Dollars ($26,406.01).

7. Tenant's Pro Rata Share. Notwithstanding anything to the contrary set forth in the Lease, commencing on the Expansion Commencement Date, Tenant's pro rata share of Common Area Expenses, Tenant's pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord shall be 29.63%.

8. Permitted Use. In addition to the Permitted Use set forth in the Lease, Tenant shall be permitted to use Suite 18 to operate a student only fitness center.

9. Signs. Tenant shall be permitted, at Tenant's sole cost and expense, to install signage on the Expansion Premise as permitted in the Lease.

10. Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this Second Amendment, Tenant represents and warrants to Landlord that as of the date of this Second Amendment:

(a) No Default. To Tenant's knowledge, here are no defaults by Landlord or Tenant under the Lease and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute a default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease.

(b) Authority. Tenant has full right, power and authority to enter into this Second Amendment. This Second Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.

(c) No Assignment. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises or the right to occupy or use all or any part of the Premises.

11. Amendment to Lease. This Second Amendment represents the entire agreement between Landlord and Tenant regarding the subject matter contained in this Second Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter contained in this Second Amendment except as set forth in this Second Amendment. No amendment or modification to this Second Amendment shall be effective unless it is in writing and executed by both Landlord and Tenant. All references to the term "Lease" in this Second Amendment and the Lease shall mean the Lease as amended by this Second Amendment. Except as expressly modified by the terms of this Second Amendment, the Lease remains unchanged and in full force and effect.

12 Counterparts. This Second Amendment may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Tenant and Landlord have executed this Second Amendment as of the date first written above.

LANDLORD: Olivewood Group, a California general partnership

DocuSigned by:
VINCENT MAESTRI
By: D08B7BD36ACC450...
Vincent Maestri

TENANT: Highlands Community Charter and Technical Schools

DocuSigned by:
Murdock Smith
By: 6AA7C3E2A596498...
Name: Murdock Smith
Its: Executive Director

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EXHIBIT D

OLIVEWOOD SHOPPING CENTER

COMMENCEMENT CERTIFICATE

RE: First Amendment dated November 7, 2022, between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant") for the Premises in 5655 Hillsdale Blvd. Suites 11&18, Sacramento, CA commonly known as Olivewood ShoppingCenter .

Tenant hereby verifies that the dates and amounts stated below are correct and further acknowledges and accepts possession of the Premises.

Area: Approx. 6,883 gross leaseable square feet
Amendment Commencement Date: December 5, 2023
Rent Commencement Date: December 5, 2023
Lease Expiration Date: November 30, 2027

TENANT:

Rich Henning

By: Rich Henning
Title Director of School Services
Date: JUly 12, 2024

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EXHIBIT A

PREMISES

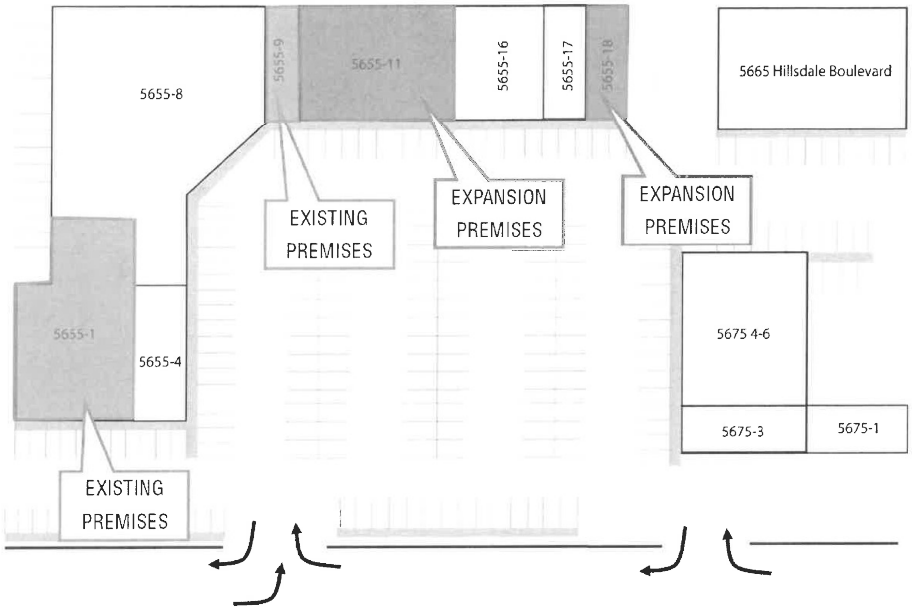

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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is effective as of November 7, 2022 and is entered into by and between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant").

Recitals

A. Tenant and Landlord have previously entered into that certain Lease dated as of August 2, 2022 ("Lease") pursuant to which Tenant leased from Landlord those certain premises known as 5655 Hillsdale Boulevard, Suite 1, Sacramento, CA 95842 (the "Premises"), as more specifically set forth in the Lease. Suite 1 contains 7,000 square feet of gross leasable area.

B. The Term of the Lease will expire on September 30, 2025.

C. Landlord and Tenant have agreed to expand the Premises.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Premises. In addition to Suite 1, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite 9 containing approximately 1,716 square feet of gross leasable area. Commencing on the earlier of (i) ninety (90) days following the date the Suite 9 is delivered to Tenant or (ii) the day Tenant opens for business in Suite 9 ("Suite 9 Commencement Date"), the Premises will be deemed to contain 8,716 square feet of gross leasable area. Exhibit A "Premises" to the Lease is hereby deleted and replaced with the Exhibit A "Premises" attached hereto and by this reference incorporated herein.

3. Landlord's Work. Landlord shall deliver Suite 9 in its "as is "condition except as specifically set forth herein. Prior to delivering Suite 9 to Tenant, Landlord will paint the interior of Suite 9 in a color to be agreed between the parties, replace the water stained ceiling tiles, clean the carpet in Suite 9 and confirm that the HVAC, electrical and plumbing are in good working order. At Tenant's sole election but provided such possession does not delay or interfere with Landlord's work as set forth herein, Tenant shall be permitted to take possession of Suite 9 prior to Landlord's completion of Landlord's work.

4. Term. The Term of the Lease shall not be changed and the parties agree that the expiration date of the Lease is September 30, 2025.

5. Minimum Rent. Notwithstanding anything to the contrary set forth in the Lease, the parties have agreed that, on the Suite 9 Commencement Date, Minimum Rent for the Suite 9 shall be Two Thousand Five Hundred Seventy-Four and 00/100 Dollars ($2,574.00) per month for the remainder of the Term. Tenant shall pay, Landlord contemporaneously with Tenant's execution of this First Amendment, Minimum Rent for Suite 9 for the month of November, 2022. There shall be no change to the Minimum Rent for Suite 1.

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6. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Eleven Thousand Four Hundred Ten and 00/100 Dollars ($11,410.00). Tenant shall increase the Security Deposit by paying Landlord contemporaneously with Tenant's execution of this First Amendment Three Thousand Two Hundred Twenty Six and 08/100 Dollars ($3,226.08) for a total Security Deposit of Fourteen Thousand Six Hundred Thirty Six and 08/100 Dollars ($14,636.08).

7. Tenant's Pro Rata Share. Notwithstanding anything to the contrary set forth in the Lease, commencing on the Suite 9 Commencement Date, Tenant's pro rata share of Common Area Expenses, Tenant's pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord shall be 16.56%.

8. Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this First Amendment, Tenant represents and warrants to Landlord that as of the date of this First Amendment:

(a) No Default. To Tenant's knowledge, here are no defaults by Landlord or Tenant under the Lease and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute a default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease.

(b) Authority. Tenant has full right, power and authority to enter into this First Amendment. This First Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.

(c) No Assignment. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises or the right to occupy or use all or any part of the Premises.

9. Amendment to Lease. This First Amendment represents the entire agreement between Landlord and Tenant regarding the subject matter contained in this First Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter contained in this Amendment except as set forth in this First Amendment. No amendment or modification to this First Amendment shall be effective unless it is in writing and executed by both Landlord and Tenant. All references to the term "Lease" in this First Amendment and the Lease shall mean the Lease as amended by this First Amendment. Except as expressly modified by the terms of this First Amendment, the Lease remains unchanged and in full force and effect.

10. Counterparts. This First Amendment may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Tenant and Landlord have executed this First Amendment as of the date first written above.

LANDLORD: Olivewood Group, a California general partnership

DocuSigned by:
By: VINCENT MAESTRI
B08B7BD36ACC450...
Vincent Maestri, Managing Partner

TENANT:

Highlands Community Charter and Technical Schools

By: _____
Murdock Smith, Executive Director

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EXHIBIT A

PREMISES

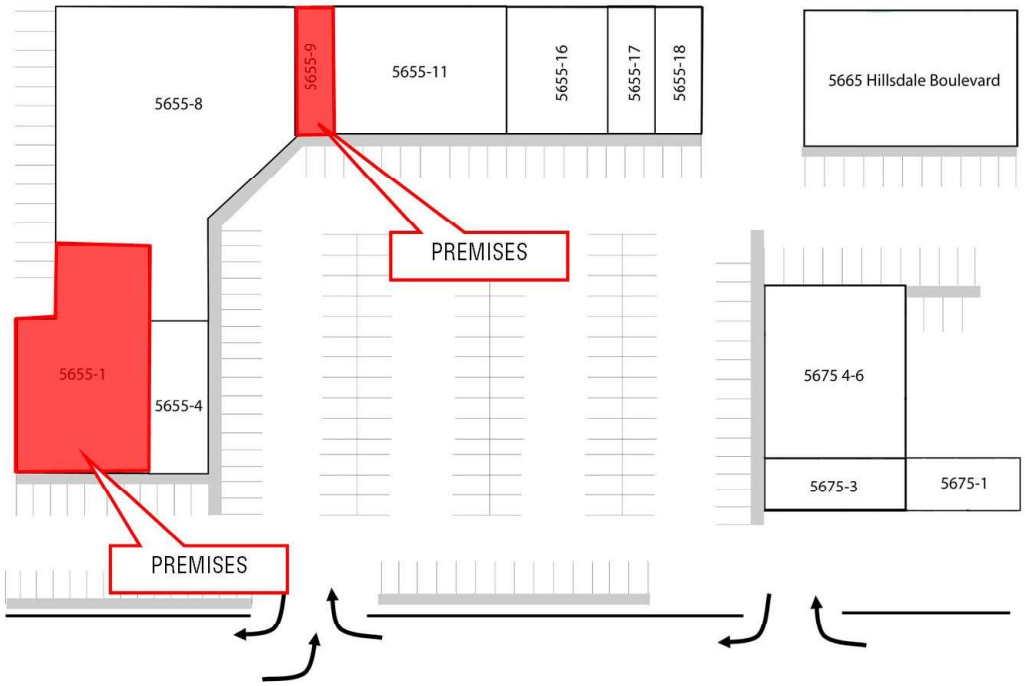

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EXHIBIT D

OLIVEWOOD SHOPPING CENTER

COMMENCEMENT CERTIFICATE

RE: Lease dated August 2, 2022, between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant") for the Premises in 5655 Hillsdale Blvd. Suite 1, Sacramento, Ca commonly known as Olivewood ShoppingCenter.

Tenant hereby verifies that the dates and amounts stated below are correct and further acknowledges and accepts possession of the Premises.

Area:	Approx. 7,000	gross leaseable square feet
Lease Commencement Date:	August 3, 2022	
Rent Commencement Date:	September 6, 2022	
Lease Expiration Date:	September 30, 2025	

TENANT:

By: Murdock Smith
Title Executive Director/CEO
Date: October 12, 2022

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GALLELLI REAL ESTATE

Matt N. Goldstein
Vice President
Retail
L #01886233
mgoldstein@GallelliRE.com

Gallelli Real Estate
3005 Douglas
Blvd.,#200
Roseville, CA 95661

P 916 772-1700
F 916 784 2098
www.GallelliRE.com

August 1, 2022

Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838

RE: HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS LEASE
OLIVEWOOD CENTER – SACRAMENTO, CA

On behalf of Matt Goldstein, enclosed via Docusign is the lease for Highlands Community Charter and Technical School at Olivewood Center for execution. Once executed, please send or drop off a check totaling $22,820.00 for pre-paid rent and NNN's ($11,410.00) and the security deposit ($11,410.00). Please make the check payable to **Olivewood Group.** Location to send or drop off check is:

Gallelli Real Estate
3005 Douglas Blvd., Suite 200
Roseville, CA 95661
ATTN: Brenda Pierce-Knutson

If you have any questions, please do not hesitate to contact us at the office

Sincerely,

GALLELLI REAL ESTATE

Brenda Pierce-Knutson

Brenda Pierce-Knutson

Enclosures (2)

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BASIC LEASE PROVISIONS

The terms used in Paragraphs A through S shall have the meaning set forth below for each such term. Certain other defined terms shall have the meaning set forth elsewhere in the Lease and Exhibits hereto.

A. Lease Reference Date: August Day 2022.

B. Landlord: Olivewood Group, a California general partnership.

C. Tenant: Highlands Community Charter and Technical Schools.

D. Tenant's Trade Name: Highlands Community Charter and Technical Schools.

E. Shopping Center:

Name: Olivewood Shopping Center
City: Sacramento
State: California

F. Premises:

The area shown by hatch-marks on Exhibit A containing approximately 7,000 square feet of gross leasable area, having an address of 5655 Hillsdale Boulevard, Suite 1.

G. Term:

Thirty-six (36) months, plus the first partial month, if any, commencing on the Rent Commencement Date and ending on the thirty-sixth (36th) full calendar months after the Rent Commencement Date (the "Lease Expiration Date").

H. Lease Commencement Date:

The date Landlord delivers the Premises to Tenant.

I. Rent Commencement Date:

The earlier of ninety (90) days after the Lease Commencement Date or the date Tenant opens for business in the Premises.

J. Minimum Rent:

Months	Rate Per Square Foot	Monthly Rent
1-12	$1.25	$8,750.00
13-24	$1.29	$9,030.00
24-36	$1.33	$9,310.00

K. Percentage Rent Rate:

None

L. Security Deposit:

Eleven Thousand Four Hundred Ten and 00/100 Dollars ($11,410.00) which shall be paid simultaneously with Tenant's execution hereof.

M. Prepaid Rent:

Simultaneously with Tenant's execution hereof, Tenant shall prepay the amount of Eleven Thousand Four Hundred Ten and 00/100 Dollars ($11,410.00) which is equal to the first month's Minimum Rent and Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Tenant's pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord, which shall be applied to the first month's payment of each of the foregoing charges Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Tenant's pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord for the calendar year 2022 is $0.38 psf per month.

N. Intentionally Omitted

O. Permitted Use:

Tenant shall use the Premises for the operation of an adult charter school and for no other purpose whatsoever.

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P. Landlord's Address for Notices, Payment, Telephone Number and Facsimile Number:

Olivewood Group
c/o Gallelli Real Estate
3005 Douglas Boulevard, Suite 200
Roseville, CA 95661
Attn: Christina Cook
Phone (916) 772-1700
Facsimile (916) 784-2098

Q. Tenant's Address for Notices, Billing, Telephone Number and Facsimile Number:

Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
Phone:
Facsimile:
Email: rich.henning@hccts.org

Or after the Lease Commencement Date, the address of the Premises.

R. Guaranty:

None.

S. Broker:

Landlord: Gallelli Real Estate

Tenant: None

EXHIBITS:

Exhibit A	Site Plan
Exhibit B	Construction Provisions
Exhibit C	Rules and Regulations
Exhibit D	Commencement Certificate
Exhibit E	Sign Criteria
Exhibit F	Estoppel Certificate

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THIS LEASE AGREEMENT (this "Lease") is dated as of the Lease Reference Date specified in Paragraph A and is made by and between the Landlord as defined in Paragraph B and the Tenant as defined in Paragraph C.

1. LEASE OF PREMISES

1.1. Lease and Hiring: Landlord leases to Tenant, and Tenant leases from Landlord, the Premises described in Paragraph F for the Term defined in Paragraph G, at the rent, and upon the terms, covenants and conditions contained in this Lease.

1.2. Initial Improvements: Tenant agrees and acknowledges that Landlord has not agreed to install any improvements to the Premises or perform any work to ready the Premises for occupancy by Tenant. Tenant acknowledges that Tenant has inspected the Premises and is relying solely on this inspection and not on any statement made by Landlord or any agent of Landlord regarding the physical condition of the Premises or the Shopping Center. Tenant accepts the Premises "as is," in its present condition. Subject to reimbursement as set forth herein, Tenant shall, in accordance with the provisions of Section 12.2, perform all work necessary to make the Premises ready for Tenant's Permitted Use ("Tenant's Work"). Landlord shall provide Tenant with a tenant improvement allowance of up to Twenty Thousand and No/100 Dollars ($20,000.00) for the initial improvements to the Premises, which shall be paid to Tenant within sixty (60) days of Tenant's opening for business at the Premises, subject to the following conditions precedent: (A) no default shall have occurred hereunder, (B) Landlord's receipt of a written certification from Tenant's architect to Landlord that Tenant's Work is complete, (C) Landlord's receipt of final and unconditional lien waivers from the general contractor, any subcontractors, materialmen and suppliers for work completed showing that they have been paid in full and that no liens are claimed, (D) Landlord's receipt of a certificate of occupancy or copy thereof for the Premises, and (E) Tenant shall provide Landlord with copies of paid invoices for such work and signed off permits for such work. Landlord shall be permitted to inspect the Premises at any time during normal business hours during the performance of Tenant's Work with reasonable advance notice to Tenant. Tenant is hereby notified, pursuant to the provisions of Civil Code Section 1938, that neither the Premises nor the building of which the Premises are a part have undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection. Tenant shall pay the cost of making any repairs necessary to correct the violations of construction-related accessibility standards within the Premises. The Premises shall be delivered to Tenant upon full execution of this Lease and Landlord shall not be required to provide written notice to Tenant. Tenant shall deliver copies of policies of insurance or certificates thereof (as required under Section 15.1) to Landlord before delivery of the Premises. Landlord shall not be obligated to deliver possession of the Premises to Tenant until such items are delivered, but the delivery date shall not be affected or delayed by Landlord's decision not to deliver possession of the Premises as a result of such failure. Tenant releases Landlord from any claim whatsoever for damages for any delay in delivery of the Premises to Tenant and this Lease shall not be rendered void or voidable by any such delay.

1.3. Substantial Completion: Intentionally Omitted.

1.4. Site Plan: Exhibit A sets forth a general site plan of the Shopping Center. Landlord may, in its sole discretion, change the number, locations and dimensions of the buildings, the premises therein, the driving lanes, driveways, walkways, parking spaces and other improvements. Landlord reserves the right to make additions and alterations to all buildings and/or the Common Area.

1.5. Intentionally Omitted

1.6. Landlord's Reserved Rights: Landlord reserves (i) the exclusive use of the exterior walls (other than the storefronts), the roof, the airspace above the roof and the space below the floor slab; and (ii) the right to install, maintain, use, repair and/or replace pipes, ducts, conduits and wires in the space above the interior surfaces of the ceilings, below the finished floor, within the demising walls of the Premises and in all of the Common Area.

1.7. Surrender of Premises: On the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and repair, broom clean. Tenant shall remove at its own expense Tenant's personal property, whether installed in the Premises by Tenant or any permitted occupant. At the time of expiration or termination, floor coverings, wall coverings, special ceilings, lighting fixtures, electrical panels, HVAC systems and parts thereof, built-in trade fixtures, equipment and appliances that are attached to the walls or the floor, shall be considered Landlord's property unless Landlord first consents in writing to removal by Tenant. If the Premises or the Shopping Center are damaged as a result of the removal of Tenant's personal property, Tenant shall promptly pay to Landlord the cost of repair. Tenant shall complete such removal on or before the expiration or termination of this Lease, or Landlord may, at Landlord's option, retain any or all of Tenant's personal property and title thereto shall thereupon vest in Landlord without the execution of documents of sale by Tenant. Thereafter, Landlord may remove any or all items of Tenant's personal property from the Premises and dispose of them in any manner Landlord sees fit. In that event, Tenant shall pay upon demand to Landlord the actual expenses of removal and disposition, together with Interest (as defined in Section 34.9) from the date of payment by Landlord until repayment.

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2. BUSINESS RIGHTS AND RESTRICTIONS

2.1. Use: The Premises shall be used and occupied solely for the Permitted Use set forth in Paragraph O and under Tenant's Trade Name set forth in Paragraph D and for no other purpose or trade name whatsoever without Landlord's prior written consent, which consent shall not be unreasonably withheld. In this regard, Tenant agrees that Landlord shall be acting reasonably in withholding consent to any proposed change in use or trade name if Landlord reasonably determines that the changed use or trade name will: (i) conflict with or duplicate the principal use or trade name of any other tenant or occupant of the Shopping Center; (ii) violate any exclusive use or other agreement between Landlord and any other tenant or occupant of the Shopping Center; (iii) be incompatible with the existing tenant mix or the retail/commercial character of the Shopping Center; (iv) increase the premiums for any insurance required to be carried or carried by Landlord on the Premises, the building in which the Premises is located or the Shopping Center; (v) require any alteration, addition or improvement to be made by Landlord to the Premises, the building in which the Premises is located or the Shopping Center (or to the mechanical, plumbing or electrical systems thereof); (vi) result in any increase in expenses to be incurred by Landlord in the operation, management, maintenance or repair of the Premises, the building in which the Premises is located, or the Shopping Center; (vii) result in any increase in the use of the parking areas in the Common Area which would adversely affect the parking available in the Common Area to other tenants and occupants of the Shopping Center; (viii) cause the Minimum Rent payable hereunder at the time and/or thereafter during the Term of this Lease to be less than the Minimum Rent which would be payable in the competitive trade area by a tenant using the Premises for the proposed changed use; or (ix) violate any applicable law, ordinance, rule, regulation or order or any provision of this Lease. Landlord shall also be acting reasonably in withholding consent to any proposed change in use or trade name if Tenant is in default under any term or condition of this Lease. Tenant agrees that the foregoing grounds upon which Landlord may reasonably withhold consent to a proposed change of use or trade name are not intended to be exclusive or to preclude Landlord from relying on other grounds which may be reasonable at the time in withholding consent to a proposed change of use or trade name. The current exclusives uses of other tenants in the Shopping Center, as of the date of this Lease, is listed on Exhibit F, attached hereto and by this reference incorporated herein.

2.2. Restrictions: Tenant shall not, without Landlord's prior written consent (i) conduct any auction or bankruptcy sale except pursuant to court order; (ii) conduct any fire sale except as a result of a fire in the Premises; (iii) conduct any "going out of business sale," "lost our lease sale," or any other like kind of sale or event; or (iv) sell any so-called "surplus," "Army and Navy," or "secondhand" goods on or from the Premises. Tenant shall not use the Common Area for any of the following purposes: (a) placement of any fence, wall, structure, or other obstruction of any kind; (b) keeping, displaying, advertising, promoting, storing or selling any merchandise or Tenant's personal property; (c) conducting business activities of any kind without Landlord's prior written consent; (d) affixing bumper stickers on vehicles or distributing handbills or other advertising matter; (e) overnight parking of vehicles of any type; and (f) permitting any person to use the Common Area for solicitations, demonstrations or any other activities that would interfere with the conduct of business in the Shopping Center.

2.3. Intentionally Omitted

2.4. Rules: Tenant shall comply fully with the rules and regulations attached hereto as Exhibit C and the restrictions described in Section 29.2 and any reasonable amendments, modifications or additions thereto as may hereafter be adopted and published by notice to Tenant, and to cause its subtenants, licensees, concessionaires, agents, contractors and employees to comply therewith. Landlord shall endeavor to enforce the rules but shall not be responsible for the noncompliance by any other tenants or occupants of the Shopping Center.

2.5. Compliance with Laws: Tenant shall promptly comply with any and all present and future governmental laws, ordinances, rules, regulations and orders applicable to the Premises and Tenant's use and occupancy thereof (collectively, "Laws"). Tenant's obligations hereunder shall include the making of alterations, additions and improvements required by any Law for the conduct or continuance of Tenant's business on the Premises. Tenant acknowledges that Tenant's covenant to comply with all Laws is a material part of the bargained-for consideration under this Lease. Tenant's obligation to comply with Laws shall include, without limitation, the responsibility of Tenant to make substantial or structural repairs and alterations to the Premises regardless of, among other factors, the relationship of the cost of curative action to the rent payable under this Lease, the length of the then remaining Term hereof, the relative benefit of the repairs to Landlord or Tenant, the degree to which the curative action may interfere with Tenant's use or enjoyment of the Premises, the likelihood that the parties contemplated the particular Law involved, and whether the Law involved is related to Tenant's Permitted Use. All such alterations made by Tenant pursuant to this Section 2.5 shall be made in compliance with Article 12 of this Lease.

3. TERM

3.1. Binding Effect, Duration: This Lease shall be legally binding on both parties as of the Lease Reference Date specified in Paragraph A, notwithstanding the later commencement of the Term of the Lease. Within thirty (30) days following the Rent Commencement Date, Landlord and Tenant shall execute a certificate in form attached as Exhibit D setting forth the Lease Commencement Date as defined in Paragraph H, the Lease Expiration Date as defined in Paragraph G and the Rent Commencement Date as defined in Paragraph I.

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3.2. Lease Year: "Lease Year" shall mean each period during the Term commencing on January 1 and ending on December 31 next succeeding, except that (i) the first Lease Year shall commence on the first day of the Term and end on December 31 next succeeding and (ii) the last Lease Year shall end on the Lease Expiration Date.

3.3. Option: If Tenant (i) has not at any time during the Term of this Lease been in default in any of the terms or provisions of this Lease beyond the applicable cure period; (ii) Tenant is in occupancy and conducting business from the Premises; (iii) Tenant has not been late in payment of Rent more than two (2) times during the Term of this Lease and (iv) Tenant has not assigned, subleased or otherwise transferred its interest in this Lease, Tenant shall have the right to extend the Term of this Lease for one (1) period of three (3) years ("Option Term"), under the same terms and conditions contained in this Lease, except that the Minimum Rent to be paid by Tenant to Landlord for the Option Term shall be as determined in accordance with Section 3.3.1 below. Tenant shall have no further right to automatically extend the Lease Term at the expiration of the Option Term. To exercise the option to extend the Term of this Lease, Tenant shall serve written notice to Landlord, no more than three hundred sixty (360) days and no less than one hundred eighty (180) days prior to the expiration of the initial Term, indicating its intention to exercise the option to extend. Once Tenant has served the written notice to extend, such notice may not be rescinded. For purposes of the Lease, the definition of "Term" shall be deemed to include the Option Term for which Tenant timely and property exercised its option.

3.3.1. Minimum Rent: The Minimum Rent for the Premises for the first year of the Option Term shall be as determined below, as of the commencement of the Option Term. The Minimum Rent for the second and third years of the Option Term shall be one hundred three percent (103%) of the amount payable immediately preceding such year.

3.3.1.1. Initial Determination: The fair market rent for the first year of the Option Term shall be the greater of (i) the fair market rent for the Premises as determined pursuant to the procedure set forth in Sections 3.3.1.2 and 3.3.1.3 below or (ii) the Minimum Rent for the last year of the initial Term as increased by the CPI.

3.3.1.2 Designation of Arbitrator The fair market rent for the first year of the Option Term shall be determined by mutual agreement of the parties, or if the parties are unable to agree within thirty (30) days after Tenant's exercise of the option If the parties are not able to mutually agree on fair market rent within thirty (30) days after Tenant's exercise of the option, within fifteen (15) days after such thirty-day period, Landlord and Tenant shall each notify the other party of the name and address of the person designated to act as arbitrator on such party's behalf and the two arbitrators shall within ten (10) days thereafter select a third arbitrator. If they are unable to agree upon such appointment within five (5) business days after expiration of such ten (10) day period, the third arbitrator shall be selected by the parties themselves. If the parties do not agree on the third arbitrator within five (5) business days after expiration of the foregoing five (5) business day period, then either party, on behalf of both, may request appointment of such a qualified person by the then president of the Sacramento Real Estate Board. Each arbitrator must be an MAI real estate appraiser or commercial real estate broker with at least seven (7) years of full-time commercial experience who is familiar with the fair market rent of retail property located in the vicinity of the Premises. If either Landlord or Tenant fails to notify the other party of the designation of its arbitrator by the time herein specified, then the sole arbitrator appointed shall act as arbitrator on behalf of both Landlord and Tenant in determining the fair market rent.

3.3.1.3 Procedure: Within thirty (30) days after the designation of arbitrator(s) in accordance with Section 3.3.1.2 above, each arbitrator shall state, in writing, his or her determination of the fair market rent, supported by the reasons therefor, and shall make counterpart copies for the other arbitrators and for Landlord and Tenant. If a party's arbitrator fails to deliver his or her own determination to the other arbitrators within such thirty (30) day period, then the determination of the other party's arbitrator shall be the fair market rent and shall be final and binding upon the parties. If only one arbitrator is designated pursuant to Section 3.3.1.2, then such arbitrator's determination of the fair market rent shall be final and binding on the parties. The role of the third arbitrator shall be to select which of the two proposed fair market rents most closely approximates his or her determination of fair market rent. The third arbitrator shall have no right to propose a middle ground or any modification of either of the two proposed determinations. The determination he or she chooses as that most closely approximating his or her determination of the fair market rent shall constitute the decision of the arbitrators and shall be final and binding upon the parties.

3.3.1.4 General: Each party shall pay the fees and expenses of its respective arbitrator, and each party shall pay fifty percent (50%) of the fees and expenses of the third arbitrator. If the arbitration is not concluded prior to the commencement of the Option Term, then Tenant shall pay Minimum Rent equal to one hundred three percent (103%) of the Minimum Rent payable immediately preceding the Option Term. After Minimum Rent for the first year or the Option Term is determined by as set forth above, then any adjustment required to adjust the amount previously paid shall be made by payment by the appropriate party within ten (10) days after the determination of fair market rent. In the event of a failure, refusal or inability of any arbitrator to act, his or her successor shall be appointed by him or her, but in the case of the third arbitrator, his or her successor shall be appointed in the same manner as that set forth herein with respect to the appointment of the original third arbitrator. The arbitrators shall have no power to modify the provisions of this Lease.

4. RENT

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4.1. Amount and Manner of Payment: Commencing on the Rent Commencement Date, and on the first day of each full or partial calendar month of the Term, Tenant shall pay Landlord the Minimum Rent specified in Paragraph J (subject to adjustment as provided in this Lease). Minimum Rent, as may be adjusted, shall be due and payable in advance on the Rent Commencement Date and thereafter on the first day of each month. All Rent (as defined below) shall be paid to Landlord in lawful money of the United States of America at the address specified for payment in Paragraph P or at such other place as Landlord may from time to time designate in writing. All rent shall be paid to Landlord without prior notice, demand, deduction or offset except as expressly provided in this Lease.

4.2. Partial Months: Minimum Rent for any partial month shall be prorated on the ratio which the number of days in such month bears to thirty (30), and as so prorated, shall be paid on its due date.

4.3. Additional Rent: Tenant shall pay all sums and charges other than Minimum Rent (collectively referred to as "Additional Rent") as such sums and charges are required to be paid pursuant to the terms of this Lease, and any riders, addenda or modifications hereto. Designation of such sums and charges as Additional Rent is made for the sole purpose of calculating the amount due Landlord in the event of Tenant's default and not for the purpose of measuring any tax or fee on rent. If such sums or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent with the next installment of Minimum Rent. Nothing herein shall be deemed to suspend or delay the payment of any such sums or charges or to limit any other remedy of Landlord. All amounts of Minimum Rent and Additional Rent payable in a given month shall comprise a single rental obligation of Tenant to Landlord. Minimum Rent and Additional Rent are sometimes collectively referred to as "Rent."

5. INTENTIONALLY OMITTED

6. LATE CHARGES

Tenant acknowledges that late payment of Rent will cause Landlord to incur expenses in an amount that will be impractical or extremely difficult to ascertain. Accordingly, if any installment or payment of Rent due from Tenant is not received by Landlord or Landlord's designee within ten (10) days of the due date, Tenant shall pay to Landlord as Additional Rent, in addition to Interest thereon as provided in Section 34.9, a late charge equal to ten percent (10%) of the amount due. The parties agree that this late charge represents a fair and reasonable estimate of the cost that Landlord will incur, in addition to Interest on the money involved, because of the late payment. Acceptance of such late charge by Landlord shall in no event constitute a waiver of any default with respect to such overdue amount or prevent Landlord from exercising any or all of the other rights and remedies granted under this Lease.

7. SECURITY DEPOSIT

(a) Simultaneously with the execution of this Lease, Tenant will deposit with Landlord the Security Deposit designated in Paragraph L (the "Base Security Amount") as security for the payment and faithful performance of Tenant's obligations under the Lease and not as prepayment of Rent.

(b) Regardless of the Base Security Amount, if two (2) or more Events of Default with respect to the payment of Rent have occurred within any six (6) month period during the Term (whether or not such Events of Default are subsequently cured by Tenant or waived in whole or in part by Landlord), Landlord shall have the right, at any time prior to expiration of the next succeeding Lease Year, to demand that Tenant increase the Security Deposit (or post a Security Deposit if the Base Security Amount is zero) by an amount equal to one hundred percent (100%) of one month's Rent (including one month of Minimum Rent, and one month of Additional Rent, as then estimated by Landlord). All amounts owing under this Section 7(b) from Tenant shall be due and payable within thirty (30) days following Landlord's written demand therefore, and Tenant's failure to tender such (increased) Security Deposit amount within the prescribed time shall be an Event of Default for non-payment of Rent (without the necessity of any further notice to Tenant).

(c) If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit (i) for the payment of any sum in default, (ii) for any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or (iii) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default (and in this regard Tenant hereby waives the provisions of California Civil Code Section 1950.7(c) and any similar or successor statute providing that Landlord may claim from a security deposit only those sums necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant, or to clean the Premises). If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Failure to do so shall be a default under this Lease.

(d) Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. If Tenant assigns its interest in this Lease (in accordance with the applicable provisions of this Lease), the Security Deposit shall automatically be transferred by Landlord to Tenant's successor, notwithstanding any agreements between Tenant and its successor. If Tenant shall fully perform every provision of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option to the last assignee of Tenant's interest) in a reasonable period of time following expiration of the Term. In the event of termination of Landlord's interest

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in this Lease, Landlord shall transfer the Security Deposit to Landlord's successor, and Landlord shall thereupon be released from any further obligation or liability with respect to the Security Deposit.

(e) In the event of bankruptcy or other debtor-creditor proceedings against Tenant, or such other proceeding as set forth in Article 21 hereof, the Security Deposit shall be deemed to be applied first to the payment of Rent due Landlord for all periods prior to filing of such proceedings.

8. NOTICES

Whenever a provision is made for either party to notify the other or for notice, demand, or request for consent or approval, or grant or withholding of consent or approval (collectively "Notice"), the Notice shall be in writing and signed by or on behalf of the party giving the notice and served by personal delivery, registered or certified mail or overnight courier. If served by registered or certified mail, the Notice shall be deposited in the United States Mail, postage prepaid, with return receipt requested, addressed to the party to whom such notice is to be given at the address stated in Paragraphs P and Q, as applicable, unless subsequently changed in writing and shall be conclusively deemed served on the date indicated on the return receipt. If served by overnight courier, the Notice shall be conclusively deemed served on the date of delivery or attempted delivery as shown in the courier's records. If delivery is refused or the Notice is unclaimed, the Notice shall be conclusively deemed served forty-eight (48) hours after mailing. Nothing in this Article 8 shall limit Landlord's right to serve notices or process on Tenant in any manner permitted by law. If Tenant consists of more than one person, Tenant appoints the person identified in Paragraph Q as Tenant's authorized agent for receipt of notices, demands and service of process. Further, service of notice upon any employee of Tenant shall be deemed to be service on Tenant and any subtenants. The address of either party or the name and address of Tenant's agent, may be changed for the purpose of this Article 8 only by written Notice to the other party.

9. TENANT'S OPERATING COVENANTS

9.1. Continuous Operation: Tenant shall open for business on the Rent Commencement Date, furnish and install in the Premises all fixtures, equipment and furnishings reasonably necessary for the operation of Tenant's business, staff the Premises with an adequate number of employees and carry a sufficient stock of merchandise in an amount, character and quality in accordance with sound business practices, and continuously and without interruption operate the business which it is permitted to operate (subject only to the applicable provisions of Article 18) at all times during the Term. Tenant shall remain open for business to the general public during no less than five (5) days per week between the hours of 8:00AM and 9:30PM.

10. SIGNS AND PROMOTION

10.1. Interior Signs: Tenant may, at its sole cost and expense, erect upon the interior sales area of the Premises all signs and advertising material customary and appropriate in the conduct of Tenant's business that have been approved in writing by Landlord and that comply with all applicable Laws and the requirements of this Article 10.

10.2. Exterior Signs: Tenant shall, at its cost and expense, install an exterior sign on its store facia that complies with Landlord's Sign Criteria for the Shopping Center as described in Exhibit E or otherwise prescribed from time to time by Landlord, and all applicable Laws and the requirements of this Article 10.

10.3. Installation and Maintenance: Tenant's signs and advertising material shall be professionally designed and manufactured and shall be installed and removed by a licensed electrician (if applicable). Tenant shall at its cost and expense maintain and keep in good repair all installations, signs and advertising devices that it is permitted to install. If Tenant fails to maintain its exterior sign(s), Landlord, after not less than three (3) days' written notice to Tenant, may perform such repairs at Tenant's expense. Tenant shall reimburse Landlord for such expenses within ten (10) days after written notification of Landlord's expenditure. Tenant shall secure a sign maintenance contract with a sign contractor approved by Landlord within thirty (30) days after the Lease Reference Date. Failure to do so is a breach of this Lease. Tenant's signs must be installed and operating concurrently with Tenant's opening for business. Tenant's sign box and/or raceway, if any, shall be deemed real property once installed, but Tenant shall remove Tenant's sign lettering when it surrenders the Premises. Tenant shall not erect, place, paint, or maintain in or on the Premises, any signs or advertising media, including, without limitation, searchlights, radios, televisions, loudspeakers, flags, balloons or any other object of any kind, which are visible or audible outside the Premises. Tenant shall not affix or paint upon the glass panes or window supports, doors and/or exterior walls of the Premises, any signs, advertising placards, names, insignias, trademarks, descriptive materials or other such items. Tenant shall not change the color, size, location, composition, material, wording or design of any sign or advertisement in or on the Premises that has been previously approved by Landlord and governmental authority without the prior written approval of Landlord and governmental authority.

11. REPAIRS AND MAINTENANCE

11.1. Landlord's Repairs: Landlord shall keep in good condition and repair the foundations, structural portions, exterior walls, roof and heating, ventilating and air conditioning ("HVAC") systems of the building (including the Premises for the first twelve (12) months of the Term only) within which the Premises

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is located (excluding therefrom all windows, doors, plate glass, show cases and storefronts), reasonable wear and tear and any damage caused by any act or omission of Tenant or its employees, agents, invitees, licensees, contractors or subtenants excepted. Landlord shall not be required to make any repairs unless Tenant has notified Landlord of the need for such repairs and Landlord shall have had a reasonable period of time thereafter to commence and complete said repairs. Such maintenance and repair of the structural portions and foundations of the building within which the Premises is located and other Shopping Center buildings shall be at Landlord's sole cost and expense; the costs and expenses incurred by Landlord in discharging the other maintenance and repair responsibilities described above shall be deemed Common Area Expenses under Section 16.5 and prorated pursuant to Section 16.6. Tenant waives any right now or hereafter granted by law to make any repairs under this Section 11.1 upon Landlord's failure to do so hereunder or otherwise. Landlord, at its election, may employ an air conditioning and/or roof service company to provide preventive maintenance, repairs and replacements for and to the HVAC systems and/or roof. Preventive maintenance, repairs and replacements to the roof or HVAC systems shall be included in Common Area Expenses.

11.2. Tenant's Repairs: Except as provided in Section 11.1, Tenant shall, at its sole cost and expense, maintain, repair and replace the Premises in good and sanitary order and condition, including, without limitation, the storefront, doors, signs, entrances, exits, non-structural interior walls, ceilings, floor coverings, skylights, window casements, plate glass, glazing, bathroom fixtures and sinks, plumbing, pipes located within the demising walls of the Premises, electrical wiring and conduits and the HVAC serving the Premises exclusively. Tenant hereby waives all rights to make repairs at the expense of Landlord, and Tenant waives all rights to make repairs provided for by Sections 1941 and 1942 of the California Civil Code. By entering the Premises, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair.

11.3. Construction: If any excavation or other construction shall be made or is about to be made in the Shopping Center or in a nearby street, Tenant shall permit Landlord, its agents, employees, licensees and contractors to enter the Premises and to (a) shore the foundations, footings and walls, (b) erect scaffolding and protective barricades in and around the Premises (but not so as to preclude entry thereto) and (c) do any act or thing necessary for the safety or preservation of the Premises and the building in which the Premises are located. Tenant's obligations under this Lease shall not be affected by the foregoing activities. Landlord shall not be liable for inconvenience, disturbance, loss of business or any nuisance related to these activities; but Landlord shall complete the work expeditiously and shall use commercially reasonable efforts to have the work done in a manner that will cause as little inconvenience and disturbance to Tenant as practicable, consistent with accepted construction practices.

12. ALTERATIONS

12.1. Alterations by Tenant: Tenant shall not make or permit to be made any alterations, additions or changes (collectively called "Alterations") to any part of the Premises without first obtaining the written consent of Landlord. The Alterations shall be owned by Tenant until the expiration or earlier termination of the Term. Any Alterations that are not designated for removal pursuant to Section 12.2 shall become a part of the Premises. Any Alterations designated by Landlord for removal that remain in the Premises after the time designated for removal shall be conclusively deemed abandoned and may be disposed of or retained by Landlord as permitted by Law; title thereto shall be automatically vested in the Landlord upon the termination of this Lease. Regardless of Landlord's consent, any Alterations that require the penetration of the roof, walls or floor or that affect the mechanical, electrical or HVAC systems shall be installed at Tenant's sole risk, and Tenant shall be liable for all consequential damages resulting from the installation. Any damage caused to the Premises by the removal of Alterations designated by Landlord for removal shall be repaired by Landlord and paid for by Tenant concurrently with removal.

12.2. Construction Requirements: Any and all Alterations made by Tenant under Section 1.2 or Section 12.1 shall be designed by a competent licensed architect or structural engineer and shall be made under the supervision of such architect or engineer by financially sound, bondable contractors of good reputation in accordance with plans and specifications (including material and color samples) approved in writing by Landlord before commencement of any work. Landlord may require in connection with its consent to any Alterations that (i) any contractor or major subcontractors provide payment and completion bonds in such amounts and with sureties acceptable to Landlord; (ii) Tenant deliver a set of plans and specification approved by the building department; and (iii) Tenant remove all or a portion of the Alterations as designated by Landlord. Tenant shall reimburse Landlord, as Additional Rent, the reasonable expenses incurred by Landlord in evaluating Tenant's proposed Alterations. All Alterations made by Tenant hereunder shall be performed in a good and workmanlike manner, diligently prosecuted to completion, and using new materials. Tenant shall notify Landlord at least thirty (30) days prior to commencement of any work in connection with such Alterations so that Landlord may post, file and/or record any notice of non-responsibility or other notice required under applicable mechanic's lien laws. Upon completion of any work hereunder, Tenant shall record in the office of the County recorder where the Shopping Center is located a notice of completion or any other notice required or permitted by applicable mechanic's lien law to commence the running of, or terminate, any period for the filing of liens or claims, and shall deliver to Landlord any certificate of occupancy or other equivalent evidence of completion of such work in accordance with the requirements of applicable law. Tenant shall perform or cause performance of all work hereunder in accordance with such rules and regulations as Landlord may from time to time prescribe with respect thereto, and in such manner so as not to obstruct or interfere with access to the premises of any other tenant or owner of the Shopping Center, the business of any such tenant or owner conducted therein, or any portion of the Common Area. Prior to commencing any work hereunder, Tenant shall supply to

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Landlord evidence that its contractor or contractors have procured such insurance as Landlord may prescribe in connection with such work. Upon completion of any Alteration to the Premises, Tenant shall provide Landlord with "as built" drawings reflecting the completed condition of such work.

13. TAXES

13.1. Personal Property Taxes: Commencing on the Rent Commencement Date, Tenant shall be liable for and shall pay before delinquency all taxes or other charges levied or assessed against trade fixtures, equipment, furnishings, merchandise and other personal property at the Premises, whether or not affixed to the realty. If any of Tenant's personal property is assessed as part of the real property of which the Premises are a part, Tenant shall pay to Landlord as Additional Rent upon demand the amount of such taxes or assessments levied or assessed against said personal property. For the purpose of determining said amount, figures supplied by the tax assessor or other taxing authority as to the amount so assessed shall be conclusive.

13.2. Real Property Taxes:

13.2.1. Definition of Real Property Taxes: The term "Real Property Taxes" is used in the broadest possible sense and it shall include (i) any taxes, general or special assessment together with statutory interest thereon, license fees, business taxes, rental taxes, excise taxes, value added taxes, levies or charges of any kind whatsoever imposed by any governmental entity of any kind against or upon the Shopping Center or any interest of Landlord therein, including the right to rent or other income therefrom, the business of leasing, or the change in ownership of real property; (ii) any taxes, assessments, levies, license fees, business taxes, impositions in lieu taxes, fees, excises or charges measured by the value of real property or imposed as a charge for any governmental services or improvements such as, but not limited to, fire or police protection, public transportation, street or sidewalk maintenance or refuse removal; (iii) any taxes, assessments, levies, license fees, business taxes, impositions in lieu taxes, fees, excises or charges which are levied against, upon, measured by or attributable to any and all leasehold improvements to the Premises over and above the base building shell, whether installed or paid for by Landlord or Tenant, and upon any and all fixtures, equipment and personal property installed or located in the Premises, or levied upon, measured by or reasonably attributable to the cost or value of any of the foregoing; (iv) any imposition enacted by way of substitution for or in addition to all or any of the impositions described in subparagraphs (i) through (iii); and (v) the reasonable costs incurred by Landlord in contesting any real property taxes or assessments, including fees of attorneys, consultants, accountants and appraisers. Real Property Taxes shall not include Landlord's federal or state income, inheritance or estate taxes. Real Property Taxes for the first and last years shall be prorated to coincide with the beginning and end of the Term.

13.2.2. Method of Calculation and Payment: Commencing on the Rent Commencement Date, Tenant shall pay to Landlord as Additional Rent, Tenant's pro rata share (as described in Section 16.6) of the amount of all Real Property Taxes described in Section 13.2.1, which at Landlord's option shall be based upon (i) the amount of such expenses actually incurred during the billing period, payable within ten (10) business days after billing, or (ii) equal monthly installments that have been estimated in advance by Landlord for a particular calendar year, payable on the first day of each calendar month. Landlord shall, after the end of each calendar year, adjust any estimated expenses to reflect the actual expenses incurred for that year. Any underpayment shall be paid by Tenant within ten (10) days of billing and any overpayment shall be credited to the next installment of Additional Rent due from Tenant under this Lease. If the Premises are separately assessed, Tenant shall pay all Real Property Taxes levied or assessed against the Premises in lieu of paying a pro rata share of Real Property Taxes for the Shopping Center. If the Premises are not separately assessed, or if more than the Premises is included in any assessment, then the amount of any real property tax assessment shall be prorated according to building area, and Tenant shall only be responsible for that portion of the real property tax assessment which is equal to the proportion which the number of square feet of gross leasable area in the Premises bears to the total number of square feet of gross leasable area constructed on the property covered by such assessment or tax. If any assessment covers all or any portion of the Common Area, then the amount of the assessment attributable to the Common Area shall be excluded therefrom. The foregoing computation of Tenant's liability shall be based only upon buildings exclusive of the Common Area. The figures supplied by the tax assessor or other taxing authority as to the amount assessed shall be conclusive. If such figures are not available from the tax assessor or other taxing authority, Landlord's reasonable allocation of the assessment attributable to the Common Area, if made in good faith, shall be binding upon Tenant. If Landlord elects not to estimate Tenant's share of Real Property Taxes on a monthly basis, Tenant shall pay, as Additional Rent, Tenant's pro rata share of Real Property Taxes, within ten (10) days after delivery of Landlord's written statement.

14. UTILITIES

Tenant shall pay for the cost of connecting all utilities to the Premises, including water, sewage, gas, electricity and telephones. Commencing on the Lease Commencement Date, Tenant shall pay before delinquency all separately metered charges for water, gas, heat, electricity, cable, power, sewer, telephone, trash removal and all other services or utilities charged to it or any of its subtenants, licensees or concessionaires (collectively referred to as "Utilities"). If any charges for Utilities not separately metered shall be billed to Landlord, the amount shall be prorated and Tenant shall pay to Landlord upon demand, as Additional Rent, an amount equal to that proportion of the total charges which the number of square feet of gross leasable area in the Premises bears to the total number of square feet of gross leasable area using

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such Utilities. For utilities or services which are not separately metered, Landlord may, in lieu of prorating on the foregoing basis, determine the amount of use of such services by Tenant on the basis of Tenant's actual or reasonably estimated usage. Landlord and Tenant will comply with any government enforced recycling programs.

15. INSURANCE

15.1. Tenant's Insurance:

15.1.1. Tenant's Liability Insurance: Tenant shall, at all times during the Term of this Lease, at Tenant's sole expense, procure and maintain in full force commercial general liability insurance utilizing the standard ISO Occurrence Form CG0001, or equivalent, insuring against liability for bodily injury and property damage occurring on the Premises and any portion of the Common Area subject to Tenant's exclusive control. This insurance shall include, but not be limited to, coverages known as personal and advertising injury, products and completed operations liability and contractual liability with a single limit per occurrence of not less than Two Million and 00/100 Dollars ($2,000,000.00) for all bodily injury and property damage liability claims and an annual aggregate of not less than Three Million and 00/100 dollars ($3,000,000.00) for all claims and shall include the following endorsements: (i) deleting any employee exclusion on personal injury coverage; (ii) including coverage for injuries to or caused by employees; (iii) providing for blanket contractual liability coverage (including Tenant's indemnity obligations contained in this Lease); and (iv) a cross liability endorsement. All such insurance: (i) shall be primary and non-contributory; (ii) shall provide for severability of interests; (iii) shall provide that an act or omission of one of the insureds shall not reduce or void coverage to any other insureds; and (iv) shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

15.1.2. Tenant's Automobile Insurance: If applicable, Tenant shall, at all times during the Term of this Lease, at Tenant's sole expense, procure and maintain in full force non-owned automobile liability insurance in an amount of no less than One Million and 00/100 Dollars ($1,000,000.00) per claim, combined single limit.

15.1.3. Tenant's Workers' Compensation Insurance: Tenant shall, at all times during the Term of this Lease, at Tenant's sole expense procure and maintain in full force workers' compensation insurance in compliance with the applicable Laws of the State of California, and employer's liability insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00).

15.1.4. Tenant's Property Insurance: Tenant shall, at all times during the Term of this Lease, at its sole expense, procure and maintain in full force, property insurance covering Tenant's furniture, fixtures, equipment, and other personal property in, upon or about the Premises and Alterations to the Premises made by Tenant in an amount equal to one hundred percent (100%) of the insurable replacement cost of the insured property. Tenant shall obtain endorsements to such insurance for (i) building glass, (ii) loss of business income, (iii) extra expense in such amounts as will reimburse Tenant for direct or indirect loss of earnings and incurred costs attributable to the perils commonly covered by Tenant's property insurance, and (iv) loss caused by mechanical or electrical equipment breakdown (commonly referred to as boiler and machinery). Coverage must be provided on the Special Extended Coverage form utilizing ISO Form CP1030, or equivalent, and shall include a sprinkler leakage endorsement. The proceeds of such insurance shall, so long as this Lease is in effect, be used for the repair or replacement of the furniture, fixtures, equipment and other personal property so insured.

15.2. Landlord's Insurance:

15.2.1. Landlord's Property and Other Insurance: Landlord shall, during the Term of this Lease, procure and maintain in full force and effect a policy or policies of fire insurance covering the buildings within the Shopping Center, with standard extended coverage, vandalism, malicious mischief and sprinkler leakage endorsements, loss of rent insurance (also known as rent continuation insurance), and earthquake and/or flood coverage if available at commercially reasonably premiums or required by Landlord's lender, and such other insurance in such amounts and covering such other perils or hazards deemed appropriate by Landlord. The amount and scope of coverage of Landlord's insurance hereunder shall be determined by Landlord from time to time in its sole discretion and shall be subject to such deductible amounts as Landlord may elect. Landlord shall have the right to reduce or terminate any insurance or coverage called for by this Section 15.2 to the extent that any such coverage is not reasonably available in the commercial insurance industry from recognized carriers or not available at a cost which is in Landlord's judgment commercially reasonable under the circumstances. All insurance proceeds payable under Landlord's casualty insurance carried hereunder shall be payable solely to Landlord, and Tenant shall have no interest therein.

15.2.2. Method of Calculation and Payment: Commencing on the Rent Commencement Date, Tenant shall pay to Landlord as Additional Rent, Tenant's pro rata share of the cost of all insurance maintained by Landlord hereunder, or otherwise, on all or any portion of the Shopping Center, which at Landlord's option shall be based upon (i) the amount of such expenses actually incurred during the billing period, payable within ten (10) business days after billing, or (ii) equal monthly installments that have been estimated in advance by Landlord for a particular calendar year, payable on the first day of each calendar month. Landlord may adjust the monthly estimated sum at the

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end of each calendar quarter on the basis of Landlord's reasonably anticipated costs. Landlord shall, after the end of each calendar year, adjust any estimated expenses to reflect the actual expenses incurred for that year. Any underpayment shall be paid by Tenant within ten (10) days after billing and any overpayment shall be credited to the next installment of Additional Rent due from Tenant under this Lease. Tenant's pro rata share of said cost shall be equal to the ratio which Tenant's gross leasable area bears to the total gross leasable area in the Shopping Center which is from time to time occupied and open for business (but in no event less than ninety percent (90%) of the total gross leasable area in the Shopping Center regardless of occupancy).

15.3. General Insurance Requirements:

15.3.1. Acceptable Companies: Insurance required to be carried by Tenant shall be written by companies satisfactory to Landlord and licensed to do business in California.

15.3.2. Certificates of Insurance: No policy shall be subject to cancellation, amendment or reduction in coverage except upon at least thirty (30) days' prior written notice to Landlord and to each additional insured, except that ten (10) days' prior written notice may be given in the case of nonpayment of premiums. All Tenant's insurance (other than Workers' Compensation) shall name Landlord, and such other persons or entities as Landlord may from time to time designate, as an additional insured and Tenant shall provide to Landlord an additional insured endorsement certificate. On or before the Lease Commencement Date and not less than ten (10) days' prior to the expiration of the term of such coverage, Tenant shall deliver to Landlord certificates of all insurance required to be carried by Tenant hereunder, showing that such policies are in full force and effect in accordance with this Article 15. If Tenant fails to comply with this requirement, Landlord may obtain appropriate insurance. Tenant shall pay Landlord the premium cost upon demand with Interest from the date of Landlord's payment to the date of Tenant's reimbursement.

15.3.3. Blanket Insurance: Each party shall be entitled to fulfill its insurance obligations by maintaining a so-called "blanket" policy of insurance providing specific endorsement coverage which is not less than that required in this Article 15; provided that the coverage afforded Landlord will not be reduced or diminished and the requirements set forth in this Lease shall otherwise be satisfied by such blanket policy or policies.

15.3.4. Adequate Insurance: If, in the opinion of Landlord's insurance advisor, the amount or scope of such coverage is deemed inadequate at any time during the Term, Tenant shall increase such coverage to such reasonable amounts or scope as Landlord's advisor deems adequate. Landlord shall have the right to approve the amount of deductible under each policy of insurance required under this Lease.

15.4. Mutual Release and Waiver of Subrogation: Landlord and Tenant each waives its right of recovery against the other on account of any and all claims Landlord or Tenant may have against the other, whether in contract or tort, with respect to any risk which could be insured against by insurance required to be carried hereunder or otherwise carried, including any deductible thereunder (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance or self-insures the loss or damage) or which right of recovery arises from loss of earnings or rents resulting from loss or damage caused by such a risk. Each insurance policy carried by Landlord or Tenant hereunder, or which either may obtain with respect to the Premises or the Shopping Center independent of the obligations hereunder, shall provide that the insurer waives all rights of recovery by way of subrogation against Landlord or Tenant in connection with all matters included within the scope of the waiver of recovery contained in this Section 15.4.

16. COMMON AREA

16.1. Definition of Common Area: The "Common Area" is the entire area within the Shopping Center that is not leased or available for lease. The Common Area includes, without limitation, building walls and perimeter walls, canopies, supporting columns and roofs. The Common Area also includes all facilities in the Shopping Center that are intended for common use including, but not limited to, driveways, driving lanes, parking areas, lighting, service areas, pylons, signs, sidewalks and landscaping. Any area shown on Exhibit A shall be deemed to be Common Area until such time as it is improved with a building.

16.2. Use of Common Area: Tenant and Tenant's permitted occupants and their respective invitees, customers and employees shall have the nonexclusive right to use the Common Area in common with Landlord, other owners of portions of the Shopping Center, other tenants and their permitted occupants, and their respective invitees, customers and employees for the use and purposes designated by Landlord.

16.3. Operation and Control of the Common Area: The Common Area shall be under the exclusive management and control of Landlord who shall operate and maintain the Common Area during the Term. The manner of operation and the expenditures therefor shall be in Landlord's sole discretion. Landlord reserves the right to appoint a substitute operator to carry out any or all of Landlord's Common Area rights and duties. Landlord shall have the right to reasonably designate, relocate and limit the use of particular areas or portions of the Common Area for the efficient management, operation, maintenance and use thereof, and Tenant shall comply with these restrictions, as long as parking for the Premises is not

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materially adversely affected. Landlord shall have the right to conduct special promotional activities on the Common Area.

16.4. Employee Parking: Landlord shall have the right to designate areas within the Common Area, or reasonably adjacent thereto, for the purpose of parking automobiles and other light vehicles of transportation of Tenant, its subtenants, concessionaires, licensees, agents, representatives and employees. Tenant, its subtenants, concessionaires, licensees, agents, representatives and employees shall park their vehicles only in the areas designated by Landlord. Tenant shall, within five (5) days after written notice from Landlord, furnish to Landlord the state and license numbers of said vehicles in order to facilitate enforcement of this provision.

16.5. Maintenance and Common Area Expenses: Except as provided in the Article 17 and 18, Landlord shall maintain the Common Area in good repair, including establishing reserves for and/or making replacements when and where necessary. Without limitation, Landlord's obligation shall include the following items: (i) management of the Common Area and the Shopping Center; (ii) cleaning and steam cleaning; (iii) general maintenance and repairs; (iv) painting; (v) sweeping and janitorial services; (vi) rubbish removal (exclusive of charges covered under Article 14); (vii) providing labor (including payment of wages, benefits and payroll taxes for such labor), materials, and supplies in connection with the operation and maintenance of the Common Area; (viii) providing and maintaining utility systems and services, including payment of sewer service fees (exclusive of charges covered under Article 14); (ix) resurfacing, resealing, remarking, painting or restriping paved and unpaved surfaces; (x) maintaining, repairing reserving for replacement of and replacing all sidewalks, curbs, walkways, parking areas, roof, HVAC systems, structural portions of the buildings within the Shopping Center, landscaping, planting and irrigation systems, Shopping Center signs, trash facilities, loading and delivery areas, lighting, drainage and directional or other signs, markers and bumpers; (xi) maintaining and repairing security systems and alarms; (xii) costs incurred directly or indirectly to ensure that any building or Common Area system (including, without limitation, security devices, alarm systems, HVAC systems and utility equipment) will accurately process date and/or time data; (xiii) payment of premiums for workers' compensation, property, public liability and other insurance on or attributable to the Common Area of the Shopping Center (without duplication for charges made under Article 15) and any deductible under such insurance which Landlord incurs or pays following an insured casualty; (xiv) payment of rental cost for or straight-line depreciation on tools, machinery and equipment used in connection with the Common Area; (xv) payment of all real property and personal property taxes and assessments levied or assessed against or attributed to the Common Area of the Shopping Center (without duplication for charges made under Article 13); (xvi) payment of any regulatory fee or surcharge or similar imposition imposed by governmental requirements relating to the parking facilities in the Shopping Center, whether measured by the spaces or areas devoted to parking, the traffic generated by the Shopping Center or otherwise; (xvii) payment of the cost of a security service and/or security system if Landlord determines that such security is necessary; (xviii) cleaning, collection, storage and removal of trash, rubbish, dirt and debris; (xix) servicing and maintaining and monitoring any fire sprinkler system; (xx) any alterations, additions or improvements required to be made to the Common Area in order to comply with applicable Laws; (xxi) all other items necessary to keep the Common Area in a state of good and sanitary repair and in compliance with all applicable Laws; and (xxii) 3rd party property management fees The total of all costs and expenses paid or incurred by Landlord in connection with the operation, maintenance, ownership and repair of the Common Area as described in this Section 16.5 and an administrative fee equal to fifteen percent (15%) of (i) the obligations incurred by Landlord pursuant to this Section 16.5 and (ii) the insurance premiums paid by Landlord pursuant to Section 15.2.2 shall be defined as "Common Area Expenses" for purposes of this Lease.

16.6. Tenant's Contribution: Commencing on the Rent Commencement Date, Tenant shall pay to Landlord monthly, as Additional Rent, Tenant's pro rata share of the Common Area Expenses paid or incurred by Landlord pursuant to Section 16.5 based either on (a) the amount of such expenses actually paid or incurred during the billing period, payable within ten (10) business days after billing, or (b) equal monthly installments that have been estimated in advance by Landlord for a particular calendar year, payable on the first day of each month. Landlord may adjust the monthly estimated sum at the end of each calendar quarter on the basis of Landlord's reasonably anticipated costs. Landlord shall, after the end of each calendar year, adjust any estimated expenses to reflect the actual expenses incurred for that year. Any underpayment shall be paid by Tenant within ten (10) days of billing and any overpayment shall be credited to the next installment of Additional Rent due from Tenant under this Lease. In the event Tenant disputes inclusion within any billing by Landlord of any item of Common Area Expenses, Tenant shall not be permitted to withhold payment of its entire pro rata share of Common Area Expenses pending resolution of such dispute. Tenant's pro rata share shall be equal to the ratio which Tenant's gross leasable area bears to the total gross leasable area in the Shopping Center which is from time to time occupied and open for business (but in no event less than ninety percent (90%) of the total gross leasable area in the Shopping Center regardless of occupancy). Notwithstanding the ratio set forth above, if Tenant benefits from a service which is utilized by less than all tenants at the Shopping Center, Tenant's pro rata share for that service shall be equal to the ratio which Tenant's gross leasable area bears to the total gross leasable area of those tenants in the Shopping Center utilizing that particular service. Further, in those situations where occupants of freestanding buildings or major tenants such as department stores, supermarkets, drug stores or the like, maintain portions of the Common Area at their own expense, Tenant's pro rata share shall be equal to the ratio which Tenant's gross leasable area bears to the gross leasable area of the Shopping Center exclusive of the foregoing tenants or occupants.

16.7. Records: Landlord shall keep records showing in reasonable detail all expenses incurred for Common Area maintenance. These records shall, for a period of two (2) years after the end of any

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calendar year, upon reasonable notice and request, be made available for inspection by Tenant or its authorized agent(s) during business hours at the offices of Landlord or its designated agent. In no event shall Tenant be entitled to review records beyond the preceding two calendar years or dispute Common Area Expenses charged during such period. Tenant's prompt payment of its pro rata share of Common Area Expenses may not be delayed by reason of any inspection of Landlord's records then in progress or to be made.

17. EMINENT DOMAIN

17.1. Definition of Eminent Domain: Eminent Domain is the right of the government to take private property for public use. If there is a taking of all or any part of the Shopping Center or any interest therein through the power of Eminent Domain, whether by condemnation proceedings or any voluntary conveyance under threat of a taking under the power of Eminent Domain (collectively referred to as a "taking"), the rights and obligations of the parties with respect to the taking shall be as provided in this Article 17.

17.2. Total Taking: If there is a taking of all of the Premises, this Lease shall terminate as of the date of possession of the Premises is taken.

17.3. Partial Taking: If a partial taking occurs of the Premises which materially adversely affects the operation of the Tenant's business, either party may elect to terminate this Lease. If either party elects to exercise its right to terminate the Lease, the terminating party shall give the other party written notice of such election not later than thirty (30) days after the condemnor takes possession of the condemned portion of the Premises. If neither party gives such notice, this Lease shall remain in full force and effect, and Rent shall be adjusted as provided in Section 17.7.

17.4. Common Area: If a portion of the Common Area is taken which materially adversely affects the operation of Tenant's business and Landlord is not able to relocate Tenant to a mutually satisfactory substitute premises, either party may elect to terminate this Lease. In such event, the terminating party shall give the other party written notice of such election not later than thirty (30) days after the condemnor takes possession of the condemned portion of the Common Areas. Notwithstanding anything in this Section 17.4 to the contrary, Tenant shall not have the right to terminate this Lease if Landlord provides additional parking area which, when combined with the remaining parking area, provides sufficient parking for the Shopping Center (defined as a ratio of parking to gross leasable area which shall be approved by the applicable governmental agency).

17.5. Termination Date: If this Lease is terminated in accordance with the provisions of Section 17.2, termination shall become effective as of the date physical possession of the condemned portion is taken. If this Lease is terminated in accordance with the provisions of Sections 17.3 or 17.4, termination shall become effective as of the date Tenant delivers possession of the Premises to Landlord.

17.6. Repair and Restoration: If this Lease is not terminated as provided in this Article 17, Landlord, at its sole expense, shall restore with due diligence the remainder of the improvements occupied by Tenant so far as practicable to a complete unit of like quality, character and condition as that which existed immediately prior to the taking. However, the scope of the work shall not exceed the scope of the work performed in the original construction of the Premises, and in any event, Landlord shall not be obligated to expend an amount greater than that which was awarded to Landlord for the improvements occupied by Tenant.

17.7. Rent Adjustment: If this Lease is not terminated as provided in this Article 17, the Minimum Rent shall be reduced as of the date possession of the condemned portion of the Premises is taken by that proportion which the gross leasable area taken from the Premises bears to Tenant's gross leasable area immediately before the taking. All other Rents payable under this Lease shall continue unabated.

17.8. Award: The entire award or compensation from any condemnation, whether for a total or partial taking or for the value of the leasehold, including bonus value, if any, shall belong to Landlord. Without derogating the rights of Landlord or diminishing any award to Landlord, Tenant shall be entitled to recover from the condemnor such compensation as may be separately awarded by the condemnor to Tenant or recoverable from the condemnor by Tenant in its own right for (i) the value of any Alterations made by Tenant and designated for removal by Landlord, (ii) the taking of Tenant's personal property, (iii) relocation expenses and (iv) the loss of goodwill.

17.9. Waiver: Tenant hereby waives any right at law or in equity which it might have to terminate this Lease on account of any taking by condemnation or power of Eminent Domain affecting the Premises, the building within which the Premises is located and/or the Shopping Center, including all rights under California Code of Civil Procedure Sections 1265.120 and 1265.130, and any similar or successor statutes. In the event of such a taking, the rights, duties and obligations of the parties shall be governed solely by the applicable provisions of this Lease with respect thereto.

18. DAMAGE AND RESTORATION

18.1. Insured Casualty: If the Premises or any portion thereof should be damaged or destroyed by any casualty insured under any insurance policy required to be maintained by Landlord under this Lease,

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Landlord shall, without undue delay, repair, reconstruct and/or restore the same so far as practicable to the condition in which the Premises were immediately prior to such damage or destruction. Landlord's obligation under this Section 18.1 shall not exceed the proceeds from Landlord's insurance. Tenant shall have no interest in or claim to any portion of the proceeds of any insurance policy carried by Landlord.

18.2. Last Two Years of Term: If, during the last two (2) years of the Term of this Lease, the Premises are damaged to the extent of fifty percent (50%) or more of the actual replacement value, Landlord may elect to terminate this Lease by giving at least fifteen (15) days' written notice to Tenant within thirty (30) days after the date of the damage.

18.3. Landlord's Option to Terminate: In addition to Landlord's option to terminate under Section 18.2, if (i) fifty percent (50%) or more of the gross leasable area of the building within which the Premises is located or twenty five percent (25%) or more of the gross leasable area of the Shopping Center is damaged or destroyed by any casualty insured under Landlord's insurance carried under this Lease (notwithstanding that the Premises may sustain no material damage), or (ii) the building within which the Premises is located is damaged or destroyed by casualty so insured and the cost of repair or replacement equals or exceeds thirty-three and one-third percent (33-1/3%) of the actual replacement cost thereof, or (iii) the Premises, the building within which the Premises is located and/or the Shopping Center, or any portion thereof, are damaged or destroyed in whole or in part from any cause or casualty which is not insured under Landlord's casualty insurance carried under this Lease, then, in any such event, Landlord may elect, in its sole discretion, to (a) repair or rebuild the damaged or destroyed portion of the Premises, building or Shopping Center or (b) terminate this Lease by giving written notice of such termination to Tenant. Landlord shall make its election within sixty (60) days after any such casualty. If Landlord elects not to repair or rebuild and (i) Tenant has been unable to conduct business from the Premises, this Lease shall terminate retroactive to the date upon which Tenant's business was materially adversely affected by the casualty; or (ii) if Tenant has conducted business from the Premises after such casualty, this Lease shall terminate upon Tenant's delivery of the Premises to Landlord, which in no event shall occur later than thirty (30) days after Landlord's notice of its election to terminate. If Landlord does not terminate this Lease, Landlord and Tenant shall restore the Premises in the same manner and to the same extent as work was done by each of them in the original improvement and fixturizing of the Premises for Tenant's Permitted Use.

18.4. Abatement of Rent: Tenant shall, at all times after any damage to or destruction of the Premises, continue to operate its business to the extent practicable. During the period commencing on the date of damage and ending with the completion of Landlord's reconstruction, the Minimum Rent shall be abated in an amount equal to the proportion which the number of square feet of gross leasable area in the Premises rendered untenantable bears to the total number of square feet of gross leasable area in the Premises immediately prior to the damage but only to the extent such loss is covered by insurance required to be maintained under this Lease. Tenant shall commence any necessary repairs to its furniture, fixtures or equipment and restock the Premises immediately after Landlord's completion of reconstruction; and Tenant shall thereafter prosecute such repairs and restocking to completion with all due diligence.

18.5. Effect of Termination: If this Lease is terminated under any of the provisions of this Article 18, such termination shall become effective in accordance with the respective notice provisions set forth in this Article 18; provided, however, all Rents to be paid by Tenant under this Lease shall be prorated and paid either as of the date of damage or destruction, or as of the date Tenant ceases doing business in, upon, or from the Premises, whichever last occurs.

18.6. Waiver: Section 1932(2) of the California Civil Code provides that the "hirer of a thing" may terminate the hiring upon partial or total destruction of the thing hired and Section 1933(4) provides that the "hiring of a thing" terminates by the destruction of the thing hired. Such statutes conflict with certain provisions of this Lease. Accordingly, Tenant waives any rights it has or could have under these statutes or similar or successor statutes. In the event of any such damage or destruction, the rights, duties and obligations of the parties shall be governed solely by the applicable provisions of this Lease with respect thereto.

19. ASSIGNMENT AND SUBLETTING

19.1. Definitions: As used in this Article 19, the following definitions shall apply:

(i) "Transfer" means any voluntary, unconditional and present (a) assignment of all or a portion of Tenant's interest, rights and duties in the Lease and the Premises, including Tenant's right to use, occupy and possess the Premises, or (b) sublease of Tenant's right to use, occupy and possess the Premises, in whole or in part;

(ii) "Encumbrance" means any conditional, contingent or deferred assignment, sublease or conveyance made by Tenant of all or a portion of Tenant's interest, rights or duties in the Lease or the Premises, including Tenant's right to use, occupy or possess the Premises, in whole or in part, in connection with any lien, license, concession or other security arrangement;

(iii) "Change of Control" means any change in the identity of the person or persons exercising, or who may exercise, effective control of Tenant;

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(iv) "Transferee" means the proposed assignee, subtenant, mortgagee, beneficiary, pledgee or other recipient of Tenant's interest, rights or duties in this Lease or the Premises pursuant to a Transfer or Change of Control.

19.2. Restrictions: Tenant shall not make or consent to any Encumbrance without the prior written consent of Landlord, which Landlord may grant or withhold in its sole and absolute discretion. Tenant shall not enter into, or consent to any Transfer or Change of Control without the prior written consent of Landlord, which Landlord shall not withhold unreasonably. Although the following list shall not be deemed exclusive, it shall be reasonable for Landlord to withhold its consent in any of the following situations:

(i) Landlord has a reasonable basis for disapproving the use to be made of the Premises by the Transferee under Section 2.1 above;

(ii) In Landlord's reasonable business judgment, the Transferee lacks sufficient experience to operate a successful business of the type and quality permitted under the Lease;

(iii) In Landlord's reasonable business judgment, the present net worth of the Transferee is less than the greater of Tenant's net worth at the Lease Reference Date or Tenant's net worth at the date of Tenant's request for consent;

(iv) In Landlord's reasonable business judgment, the Transferee lacks sufficient creditworthiness to provide assurance that it will discharge its responsibilities under this Lease;

(v) Intentionally Omitted;

(vi) The proposed Transfer or Change of Control would breach any covenant of Landlord respecting radius, location, use, prohibited use or exclusivity in any other lease, financing agreement, or other agreement relating to the Shopping Center;

(vii) The proposed Transfer or Change of Control provides for rentals different from those which are payable by Tenant;

(viii) The proposed Transfer or Change of Control would impose any additional burden on the Shopping Center and/or any other tenant or occupant of the Shopping Center; or

(ix) The proposed Transferee's use of the Premises involves the generation, use, storage, treatment or disposal of Hazardous Material (as such term is defined in this Lease); the proposed Transferee has been required by any prior landlord, lender or governmental authority to take remedial action in connection with Hazardous Material contaminating a property if the contamination resulted from the Transferee's actions or use of that property; or the proposed Transferee is subject to an enforcement order issued by any governmental authority in connection with the generation, use, storage, treatment or disposal of Hazardous Material.

19.3. Condition Precedent: Tenant shall not have the right to enter into a Transfer, Encumbrance or Change of Control or request Landlord's consideration of same if Tenant is in default of any term or covenant of this Lease.

19.4. Procedures: If Tenant desires to enter into a Transfer, Encumbrance or Change of Control, Tenant shall give notice to Landlord by requesting in writing Landlord's consent to such transaction at least sixty (60) days before the effective date of any such transaction. Simultaneously with Tenant's request for Landlord's consent (other than as provided in subparagraph (iv) below), Tenant shall provide Landlord with the following:

(i) A written statement from Tenant requesting Landlord's evaluation of the proposed transaction and indicating that Tenant intends to consummate the transaction if Landlord consents thereto;

(ii) Complete information concerning the proposed transaction, including its nature, effective date, terms and conditions. Tenant shall also provide Landlord with other documents pertaining to the proposed transaction which Landlord may reasonably request;

(iii) A description of the identity, financial condition, creditworthiness and previous business experience of the Transferee, including, without limitation, copies of Transferee's last three (3) years' income statements, balance sheet and change-of-financial position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, if available and if not, certified as accurate by the Transferee;

(iv) Any further information relevant to the transaction which Landlord shall have reasonably requested within fifteen (15) days after receipt of Tenant's request for consent; and

(v) A non-refundable fee of Two Hundred Fifty and 00/100 Dollars ($250.00) which shall be credited against Landlord's costs and fees to be reimbursed by Tenant pursuant to Section 19.5.

Within thirty (30) days after receipt of Tenant's request for consent, Landlord may respond as follows: (a) consent to the transaction; (b) deny consent to the transaction; (c) consent to the transaction

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contingent upon compliance with one or more conditions agreed upon between Landlord and Tenant; or (d) recapture the Premises and terminate this Lease.

19.5. Documentation, Expenses, Continuing Liability: Each transaction to which Landlord consents pursuant to this Article 19 shall be evidenced by a written agreement in a form which is satisfactory to Landlord and executed by Tenant and Transferee. Transferee shall agree to assume this Lease and perform the obligations of Tenant. Unless expressly released in writing by Landlord, Tenant shall remain fully liable as a surety to Landlord for the full performance of Tenant's obligations under the Lease following the Transfer, Encumbrance or Change of Control. Tenant hereby irrevocably and unconditionally waives each and all of its suretyship defenses and rights which are set forth in California Civil Code Sections 2787 through 2885. Tenant shall, on demand of Landlord, reimburse Landlord for all reasonable costs and attorneys' fees incurred by Landlord in connection with the evaluation, processing, and/or documentation of any requested Transfer or Encumbrance, whether or not Landlord's consent is granted.

19.6. Consideration to Landlord: If Landlord consents to any Transfer or Change of Control, the Minimum Rent payable under this Lease shall be increased on the effective date of the transaction to the highest of:

(i) The minimum or base rental payable by the Transferee to the Tenant;

(ii) The Minimum Rent, adjusted upward only, in accordance with the provisions of this Lease, whether or not such increase would otherwise be due at that time; and

(iii) An amount equal to the total of the Minimum Rent required to be paid by Tenant pursuant to this Lease during the twelve (12) month period immediately preceding such transaction.

Tenant acknowledges that the purpose of this Section 19.6 is to preclude Tenant from obtaining a profit in the real property interests under this Lease in connection with a Transfer or Change of Control.

19.7. Nullity: Any purported Transfer, Encumbrance or Change of Control consummated in violation of the provisions of this Article 19 shall be null and void and of no force or effect. Tenant's failure to comply with the provisions of this Article 19 or the consummation of any Transfer, Encumbrance or Change of Control in violation of the provisions of this Article 19 shall constitute a non-curable default of this Lease.

20. DEFAULTS BY TENANT

20.1. Events of Default: The occurrence of any of the following shall constitute a default by Tenant and a breach of this Lease:

(i) Failing or refusing to pay any amount of Minimum Rent or Additional Rent when due in accordance with the provisions of this Lease;

(ii) Failing or refusing to occupy and/or operate the Premises in accordance with the provisions of this Lease;

(iii) Failing or refusing to perform fully and promptly any covenant or condition of this Lease, other than those specified in subparagraphs (i) and (ii) above, the breach of which Tenant is capable of curing after reasonable notice from Landlord; or

(iv) Use of the Premises for an unlawful purpose; entering into any Transfer, Encumbrance or Change of Control contrary to the provisions of this Lease; committing a nuisance, waste or any other act which may disturb the quiet enjoyment of any person in the Shopping Center; breach of Article 9 of this Lease on any occasion during a given calendar year of the Term in which Tenant has received two (2) or more default notices for such breach; failing or refusing to pay any amount of Minimum Rent or Additional Rent more than twice during a given calendar year; or committing any other breach of the Lease which is not capable of cure. The defaults set forth in this Section 20.1(iv) shall collectively be referred to as "non-curable defaults."

20.2. Notices: Following the occurrence of any of the defaults specified in subparagraphs (i), (ii) or (iii) of Section 20.1, Landlord shall give Tenant, and any subtenant, written notice specifying the nature of the default and demand that each default be fully cured within the time period specified below or quit the Premises and surrender possession of the same to Landlord:

(i) For nonpayment of Minimum Rent or Additional Rent, three (3) days;

(ii) For a default under Article 9, three (3) days;

(iii) For a default under Section 20.1(iii), a reasonable period not to exceed ten (10) days (provided, however, that if such default cannot be cured within said time period, Tenant shall be deemed to have cured such default if Tenant so notifies Landlord in writing, commences cure of the default within said time period, and thereafter diligently and in good faith continues with and actually completes said cure); and

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(iv) For non-curable defaults specified in subparagraph (iv) of Section 20.1 or any other non-curable default, Landlord shall give Tenant, and any subtenant, a written notice specifying the nature of the default and Landlord shall have the right to demand in said notice that Tenant quit the Premises within five (5) days. The time periods provided in this Section 20.2 shall be in lieu of, and not in addition to, any similar time periods prescribed by law as a condition precedent to the commencement of legal action for possession of the Premises.

20.3. Rights and Remedies: Should Tenant fail to cure any default within the required time periods specified in this Article 20 or fail to quit the Premises, as applicable, Landlord may exercise any of the following rights without further notice or demand of any kind to Tenant or any other person, except as required by applicable law:

(i) The right of Landlord to terminate this Lease and Tenant's right to possession of the Premises and to reenter the Premises, take possession thereof and remove all persons therefrom;

(ii) The right of Landlord, to reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and to enforce all Landlord's rights and remedies under California Civil Code Section 1951.4, including the right to collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable, without terminating this Lease and Tenant's right to possession of the Premises; or

(iii) The right of Landlord, even though it may have reentered the Premises, in accordance with subparagraph (ii) of this Section 20.3, to elect thereafter to terminate this Lease and Tenant's right to possession of the Premises.

20.4. Damages: Should Landlord terminate this Lease and Tenant's right to possession of the Premises due to a default by Tenant, Landlord may exercise all rights and remedies available to Landlord and California Civil Code Section 1951.2, including the right to recover from Tenant, as damages, all of the following:

(i) The worth at the time of award of any unpaid rent and other sums due under the Lease which had been earned at the time of such termination;

(ii) The worth at the time of award of the amount by which the unpaid rent and other sums due under the Lease which would have been earned after termination until the time of award exceeds the amount of such rental or other loss Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent and other sums due under the Lease for the balance of the Term after the time of award exceeds the amount of such rental or other loss that Tenant proves could be reasonably avoided;

(iv) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(v) Such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable law.

As used in subparagraphs (i) and (ii) of this Section 20.4, the "worth at the time of award" is computed by allowing interest at the then maximum rate allowed by the usury or similar law, if any. As used in subparagraph (iii) of this Section 20.4, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

All Rent, other than Minimum Rent, shall for the purposes of calculating any amount due under the provisions of subparagraph (iii) of this Section 20.4, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding twelve (12) month period, except that, if it becomes necessary to compute such rental before a twelve (12) month period has occurred, then such rental shall be computed on the basis of the average monthly amount accruing during such shorter period.

20.5. Fixtures and Personal Property: In the event of Tenant's default, Tenant shall not remove any of Tenant's property from the Premises during the period of default. Landlord shall have the option to (i) require Tenant to remove Tenant's property from the Premises; (ii) take the exclusive possession of and use Tenant's property free of rent or charge until all defaults have been cured; or (iii) remove all or any part of Tenant's property and place it in storage at a public warehouse at the expense and risk of Tenant. The rights and remedies given to Landlord in this Section shall supplement all other rights or remedies which Landlord may have under the law.

20.6. Performance by Landlord: Notwithstanding any provision of this Article 20, (a) if Tenant fails to comply in a timely manner with any governmental or insurance requirements, or (b) if Landlord believes that the continuance of any default by Tenant for the full period of notice provided for herein will jeopardize the physical condition of the Shopping Center or the Premises, Landlord may, without notice, elect to perform those acts with respect to which Tenant is in default for the account and at the expense of Tenant. If because of such default by Tenant, Landlord is compelled or elects to pay any sum of money,

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including, without limitation, reasonable attorneys' fees, the amount paid by Landlord, with Interest thereon from the date of payment, shall be immediately due as Additional Rent.

20.7. Legal Impediment to Notice: Notwithstanding anything to the contrary set forth in this Lease, Tenant's failure to (i) pay any installment of Minimum Rent, Additional Rent or other sum payable under this Lease, upon the date when payment is due, or (ii) observe, keep or perform any of the other terms, covenants, agreements or conditions set forth in this Lease shall constitute a default without the requirement of notice if, at the time of such failure or at any time thereafter, Landlord is prevented by injunction, stay or operation of law from giving to Tenant a notice of Tenant's failure to make such payment when due or observe, keep or perform such terms, covenants, agreements or conditions, it being agreed that the requirement of notice to Tenant set forth in Sections 20.2, 20.3 or elsewhere in this Lease would not have been agreed to by Landlord in the absence of this provision.

20.8. Additional Remedies:

(i) If Landlord has paid for any of Tenant's improvements of the Premises and this Lease is terminated by Landlord because of a default by Tenant, Landlord may recover the entire unamortized portion of the amount paid, with amortization based on a straight-line basis over the Term. Such portion shall be due and payable in full in a lump sum on the date of termination of this Lease.

(ii) Upon Tenant's default, in addition to all remedies provided in this Lease, Landlord shall be entitled to exercise any right or remedy then provided by law, including, without limitation, injunctive relief and the right to recover all damages caused by Tenant's default. Damages shall include unamortized leasing commissions paid or payable to any real estate broker in connection with this Lease. Landlord's elections and remedies shall be cumulative. None of Landlord's elections and remedies shall be exclusive of any others, or of any right, election or remedy allowed by law.

(iii) If this Lease provides for a period of "free" or abated rent, the free or abated rent shall immediately become due and payable in full upon Tenant's default of this Lease if such default is not cured prior to the expiration of the applicable notice period prescribed in this Lease. In such case, the abated rent shall be calculated based on the full initial rent payable under this Lease.

21. INSOLVENCY; INVOLUNTARY TRANSFERS

21.1. Right of Termination: Should any of the following events occur, Landlord may terminate this Lease and any interest of Tenant therein, effective with the commencement of the event:

(i) Proceedings are instituted whereby all, or substantially all, of Tenant's assets are placed in the hands of a receiver, trustee or assignee for the benefit of Tenant's creditors, and such proceedings shall continue for at least ten (10) days;

(ii) Any creditor of Tenant institutes judicial or administrative process to execute on, attach or otherwise seize any of Tenant's merchandise, fixtures or personal property, located on the Premises and Tenant fails to discharge, set aside, exonerate such process by posting a bond, or otherwise obtain a release of such property within ten (10) days;

(iii) Tenant becomes a debtor in any case filed under the Bankruptcy Code or similar law providing relief to bankrupt or insolvent debtors;

(iv) Tenant makes a bulk sale of all, or substantially all, of Tenant's merchandise, except in a permitted Occupancy Transaction, and fails to replace the same with similar items of equal or greater value and utility within three (3) days; or

(v) Any of the foregoing events occurs with respect to any Guarantor of this Lease.

21.2. Landlord Consent: It is understood and agreed that neither this Lease, nor any interest in this Lease, nor any estate created by this Lease, shall pass by operation of law under the State or Federal insolvency or bankruptcy act to any trustee, receiver, assignee for the benefit of creditors or any other person without the prior written consent of Landlord.

22. LANDLORD'S DEFAULT

22.1. Landlord's Default: If Landlord fails to make a payment to Tenant when required, Landlord shall not be deemed in default until the expiration of thirty (30) days after written notice from Tenant. Landlord shall not be deemed in default of any other failure to perform unless Landlord fails to perform such obligation within thirty (30) days after receipt of written notice from Tenant, provided, however, if the nature of the obligation is such that it cannot be performed within the thirty (30) day period, Landlord shall have such additional time as may be reasonably necessary to complete performance. In no event shall Tenant be authorized to withhold Rent as an offset to any alleged default by Landlord.

22.2. Notice to Lender: Whenever Tenant is required to serve notice of Landlord's failure to perform, written notice shall also be served at the same time upon any lender whose name and address has been previously given in writing to Tenant. Such lender shall have the periods of time to perform Landlord's obligations which are provided in this Lease. Said periods shall commence thirty (30) days after

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notice has been provided unless Landlord or lender is diligently pursuing a cure of the default. Representatives of the lender shall have the right to enter upon the Premises for this purpose. If possession of the Premises is necessary for performance, the lender shall have such further time to perform as may be necessary to obtain lawful possession of the Premises.

22.3. Limitation of Landlord's Liability: Tenant shall look solely to the interest of Landlord in the land and buildings in the Shopping Center, subject to the prior rights of a lender, for the satisfaction of any judgment or other judicial process requiring the payment or encumbrance of money by Landlord in the event of any default by Landlord. No other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's rights. The term "Landlord" as used in this Article 22 shall be deemed to refer to a lender during the period, if any, that a lender owns the Shopping Center after acquiring the Shopping Center by foreclosure sale or deed in lieu of foreclosure.

23. RIGHT OF ACCESS

Landlord and its authorized agents and representatives shall be entitled to enter the Premises at all reasonable times for any reasonable purpose, including, without limitation: showing or inspecting the Premises, making necessary repairs, serving or posting notices or curing a default of Tenant (if Landlord elects to do so). Nothing in the preceding sentence shall be construed to imply a duty on Landlord or make repairs that Tenant has agreed to make. During the last one hundred twenty (120) days of the Term, Landlord may post ordinary signs, in or about the Premises, advertising it for Lease. During the repair of the Premises or the exercise of any of Landlord's rights, Landlord, without abatement of Rent, may erect scaffolding and other necessary structures where reasonably required for construction or repair work, provided that the entrance of the Premises shall not be unreasonably blocked. No exercise by Landlord of any of the rights reserved herein shall entitle Tenant to (i) a reduction of Rent, (ii) damages for any injury or inconvenience to or interference with Tenant's business, (iii) any loss of occupancy or quiet enjoyment of the Premises or (iv) any other loss occasioned thereby. Landlord shall, without liability to Tenant, have the right to use any and all means which Landlord may deem proper to obtain entry to the Premises for any of the above purposes, and such entry shall not be deemed to be forcible or unlawful entry into the Premises or an eviction of Tenant from the Premises.

24. LIENS

24.1. Tenant's Covenants: Tenant will pay, or cause to be paid, all costs of labor, services and/or materials supplied in connection with any work done, or caused to be done, on the Premises. Tenant will keep the Premises and the Shopping Center free and clear of all mechanics' liens and other such liens on account of work done for Tenant or persons claiming under Tenant.

24.2. Contest of Lien: If Tenant desires to contest any claim of a mechanics' lien, it shall post a lien release bond, issued by a responsible corporate surety, in an amount sufficient to satisfy statutory requirements. Upon resolution of the legal proceedings, Tenant shall promptly pay or cause to be paid all sums awarded to the claimant.

24.3. Landlord's Right to Cure: If Tenant shall fail to provide security for, or satisfaction of, any mechanic's lien, then Landlord, in addition to any other rights or remedies it may have, may (but shall not be obligated to) discharge said lien by (a) paying the claimant an amount sufficient to settle and discharge the claim, (b) posting a mechanics' lien release bond, or (c) taking such other action as Landlord shall deem appropriate. Tenant shall pay as Additional Rent, upon Landlord's demand, all costs incurred by Landlord in settling and discharging said lien, including reasonable attorney fees and Interest, calculated from the date of Landlord's payment of said costs. Landlord's payment of said costs shall not constitute a waiver of any default of Tenant.

24.4. Notice of Lien: Tenant shall immediately notify Landlord in writing of any claim of lien filed against the Premises or the commencement of any action affecting the title thereto.

24.5. Notice of Non-Responsibility: Landlord or its representatives shall at any reasonable time, have the right to enter the Premises to post and keep posted on the Premises, notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Before the commencement of any work which might result in a mechanic's lien, Tenant shall give to Landlord prior written notice of its intentions (in no event less than fifteen (15) days' notice) in sufficient time to enable Landlord to post such notices.

25. EXPENDITURES BY LANDLORD

If Tenant shall fail to discharge its obligation to make any payment or expenditure, or to do any act or thing, under this Lease, Landlord shall be entitled but not obligated to enter upon the Premises, if necessary, and to take such action on behalf of Tenant. In such event the costs incurred by Landlord shall be reimbursed by Tenant, including reasonable attorney's fees and Interest. Such charges shall be deemed Additional Rent and shall be added to the next installment of Minimum Rent due from Tenant.

26. INDEMNITY AND WAIVER

26.1. Tenant's Indemnity: Except in the case of Landlord's sole gross negligence or willful misconduct, Tenant shall defend (using counsel acceptable to Landlord) and indemnify Landlord against

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and hold Landlord harmless from any liens, claims or liabilities, including all costs of defense, from or connected with (i) the operation of Tenant's business on the Premises or any portion of the Common Area which is under the exclusive control of Tenant, (ii) the use or occupancy of Tenant's Premises, (iii) any default on the part of Tenant in the performance of any of its covenants under this Lease, (iv) the violation of or noncompliance with any governmental requirements or insurance requirements, (v) damage connected with burglary, theft or other illegal act on the Premises, (vi) Tenant's generation, use, disposal or storage of Hazardous Materials in the Premises or the Shopping Center or (vii) any acts or omissions of Tenant, its subtenants and assigns or any other person upon the Premises by license or invitation of Tenant. Tenant's indemnity shall survive the expiration or earlier termination of the Lease.

26.2. Landlord's Indemnity: Except in the case of Tenant's sole gross negligence or willful misconduct, Landlord shall defend and indemnify Tenant against and hold Tenant harmless from all liens, claims or liabilities, including all costs of defense, from or connected with the Common Area that is under Landlord's control; damages to the Premises caused by any work done by or for Landlord; or any gross negligence or willful omission act of Landlord, its agents or employees causing injury to Tenant or any third party.

26.3. Waiver: All property within the Premises shall be kept there at Tenant's sole risk. Landlord shall not be liable to Tenant, and Tenant waives all claims against Landlord, for damages to property sustained by Tenant whether or not caused by Landlord or through the acts or omissions of any persons present in the Shopping Center or renting or occupying any part of the Shopping Center. Landlord shall not be liable for loss or damages to Tenant or its property from burst, stopped or leaking sewers, pipes, conduits, or plumbing fixtures, or for interruption of any utility services, or from any failure of or defect in any electric line, circuit or facility, roof or any type of improvement or service on or furnished to the Premises, or resulting from any accident in or about the Premises.

27. HOLDING OVER

If Tenant holds the Premises after the expiration of the Term hereof or earlier termination of the Lease, with the consent of Landlord, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created a tenancy from month to month, terminable on thirty (30) days' notice by either party. The monthly Minimum Rent during the hold over tenancy shall be one hundred fifty percent (150%) of the monthly Minimum Rent in effect in the month immediately preceding the holdover period, together with all other Additional Rent payable by Tenant under this Lease. Tenant shall otherwise be subject to all terms of this Lease that are applicable to a month to month tenancy. Nothing contained in this Article 27 shall be construed as consent to such holding over. If Tenant fails to surrender the Premises upon the expiration or termination of this Lease, Tenant shall indemnify Landlord against and hold Landlord harmless from any loss of rent that was payable by any succeeding Tenant and any claims, demands, liability, damages or expenses resulting from such failure, including any claims made by any succeeding tenant.

28. QUIET ENJOYMENT

Subject to the provisions of this Lease and any mortgage or deed of trust encumbering the Shopping Center, further subject to the rights of Landlord under this Lease and the mortgagee or beneficiary under the mortgage or deed of trust, and conditioned upon Tenant's performance of all obligations to be performed by Tenant hereunder, Tenant shall have the quiet enjoyment and peaceful possession of the Premises during the Term.

29. SUBORDINATION AND ATTORNMENT

29.1. Encumbrances: This Lease, at Landlord's option, shall be subordinate to the interest of any lessor in a sale-leaseback transaction (hereinafter deemed a mortgage) or to any mortgages or deeds of trust that may now or hereafter encumber the Shopping Center or any portion of the Shopping Center, provided that such mortgagees or beneficiaries request such subordination. Tenant shall attorn to such mortgagees or beneficiaries in the event of foreclosure should they so request. It is the intention of the parties that this provision shall be self-executing and no further instrument shall be required to effect such subordination. Notwithstanding the foregoing, Tenant shall execute and deliver to Landlord without cost, any further document or documents required for this purpose. If Tenant fails to do so within ten (10) days after written request by Landlord, Tenant hereby appoints Landlord as Tenant's special attorney-in-fact to execute such document on behalf of Tenant. In addition, Tenant shall reimburse Landlord for reasonable costs incurred in obtaining Tenant's compliance with the provisions of this Section 29.1.

29.2. Restrictions: The covenants and conditions in this Lease are in all respects subject to the easements, covenants, conditions and restrictions in any declaration of restrictions or reciprocal easement agreement or similar document, short form or memorandum of Lease or any tenant lease affecting the Shopping Center (collectively called "restrictions") to which the Shopping Center is now or hereafter subject.

30. DELAYS

If either party to this Lease shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrections, war or other reason of a like nature not the fault of the party delayed, then performance of such act shall be excused for the period

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of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article 30 shall not operate to excuse Tenant from prompt payment of Rent or any other payment required by the terms of this Lease.

31. ESTOPPEL CERTIFICATES

Within ten (10) days after notice from Landlord, Tenant shall execute and deliver to Landlord, in the form attached hereto as Exhibit G or such other form which is satisfactory to Landlord and any current or prospective lender, purchaser or successor in interest, an estoppel certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications and any defenses or offsets. This estoppel certificate shall also state the amount of Minimum Rent, the dates to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent, the Lease Commencement Date, the Rent Commencement Date and the Lease Expiration Date, certification that Tenant is in possession and other information concerning the Lease that Landlord may reasonably request.

Failure to deliver this certificate within ten (10) days after notice from Landlord shall be conclusive that this Lease is in full force and effect and has not been modified except as may be represented by the Landlord. If Tenant fails to deliver the certificate within the ten (10) days, the Tenant irrevocably constitutes and appoints the Landlord as its special attorney-in-fact to execute and deliver the certificate to any third party. In addition, Tenant shall reimburse Landlord for reasonable costs incurred in obtaining Tenant's compliance with the provisions of this Article 31.

32. ATTORNEYS' FEES

In the event of any legal action or proceeding between the parties, the prevailing party in such action or proceeding shall be entitled to reimbursement of reasonable attorneys' fees and expenses from the other party.

33. HAZARDOUS MATERIALS

33.1. Definition and Prohibition: Tenant shall not use or permit the use of Hazardous Material (as defined in this Section 33.1) in, on or about the Premises or in the Shopping Center without the prior express written consent of Landlord, which consent may be withheld at Landlord's sole discretion. For purposes of this Lease, "Hazardous Material" includes, without limitation, chemicals, pollutants, petroleum, petroleum products, asbestos, or asbestos-containing materials, polychlorinated biphenyls, radioactive materials, radon gas, contaminants, wastes, or any chemical, material or substance defined as or included in the definition of "hazardous wastes," "toxic substances," "hazardous substances," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances," or words of similar import, under any applicable laws. Tenant's failure to obtain Landlord's prior approval shall constitute a material default of this Lease. Tenant's request for Landlord's prior consent shall include identification of the Hazardous Material (including type and common name), Tenant's intended use of the Hazardous Material, and any other information concerning the Hazardous Material or Tenant's handling, storage, use, treatment, transport, discharge or disposal of the Hazardous Material that Landlord may subsequently request.

33.2. Environmental Questionnaire: If Tenant intends to handle, store, use, treat, transport, discharge or dispose of any Hazardous Material, Tenant shall complete, execute and deliver to Landlord an Environmental Questionnaire and Disclosure Statement, (in Landlord's then current form) ("Environmental Questionnaire"), ten (10) days prior to any activity by Tenant in, on, or about the Premises or Shopping Center involving the Hazardous Material on the Premises. The completed Environmental Questionnaire shall be deemed incorporated into this Lease for all purposes, and Landlord shall be entitled to rely fully on the information contained therein. Tenant shall immediately update and resubmit to Landlord the Environmental Questionnaire if changes occur in the nature, content, handling, storage, use, treatment, transport, discharge, or disposal of the Hazardous Material.

33.3. Compliance with Environmental Laws: Tenant agrees and covenants to comply with all applicable federal, state, and local laws rules, regulations and ordinances relating to pollution or protection of human health or the environment (collectively "Environmental Laws") that are now or may in the future be in effect, including, without limitation, all Environmental Laws governing the use, handling, storage, treatment, transport, discharge and disposal of perchloroethylene ("PCE") and all other Hazardous Material. In no event shall Tenant dispose of Hazardous Material in, on, or about the Premises, the Shopping Center, or in drains or on land in or adjacent to the Shopping Center.

33.4. Permits: Tenant shall be solely responsible for obtaining and complying with all permits necessary for the maintenance and operation of its business, including, without limitation, all permits governing the use, handling, storage, treatment, transport, discharge and disposal of PCE and all other Hazardous Material.

33.5. Documents: Tenant shall promptly provide Landlord with complete copies of all documents, correspondence and other written materials directed to or from, or relating to, Tenant concerning environmental issues at the Premises or Shopping Center, including, without limitation, documents relating to the release, potential release, investigation, compliance, cleanup and abatement of Hazardous Material, and any claims, causes of action or other legal documents related to same. Within twenty-four (24) hours of any unauthorized release, spill or discharge of Hazardous Material, in, on, or about

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the Premises or Shopping Center, Tenant shall provide written notice to Landlord fully describing the event. Tenant shall also provide Landlord with a copy of any document or correspondence submitted by or on behalf of Tenant to any regulatory agency as a result of or in connection with the unauthorized release, spill or discharge. Within twenty-four (24) hours of receipt by Tenant of any warning, notice of violation, permit suspension or similar disciplinary measure relating to Tenant's actual or alleged failure to comply with any environmental law, rule, regulation, ordinance or permit, Tenant shall provide written notice to Landlord.

33.6. Hazardous Materials Indemnity: In addition to the provisions of Article 26 of this Lease, if the presence of Hazardous Material caused or permitted by Tenant, its employees, contractors and/or agents (whether or not Landlord has consented thereto) results in contamination of the Shopping Center or the Premises, or if contamination of the Shopping Center or the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damages, then Tenant shall indemnify, defend and hold Landlord harmless from any and all liens, claims, expenses or liabilities, (including, without limitation, diminution in value of the Premises or the Shopping Center, damages for the loss or restriction on use of leasable space or of any amenity of the Premises or the Shopping Center, damages arising from any adverse impact on marketing of space in the Shopping Center, sums to remediate, clean up or remove such contamination, and sums paid in settlement of claims, and all reasonable costs of defense) which arise during or after the Term as a result of such contamination. The foregoing indemnity shall survive and be enforceable following expiration or termination of this Lease.

33.7. Remedial Action: If the handling, storage, use, treatment, transport, discharge or disposal of Hazardous Material caused or permitted by Tenant (whether or not Landlord has consented thereto) results in or contributes to contamination of the Premises or the Shopping Center, Tenant shall promptly take all actions at its sole expense, as are necessary to return the Premises or the Shopping Center to the condition existing prior to the introduction of any such Hazardous Material to the Premises or the Shopping Center, provided that Tenant first obtain Landlord's express written consent for such actions.

33.8. No Nuisance, Trespass, or Waste: Tenant shall not cause or permit nuisance, trespass or waste upon the Premises or Shopping Center, or cause or permit any other act or thing that otherwise interferes with the use and enjoyment of the Premises or Shopping Center.

34. MISCELLANEOUS

34.1. Relationship of Parties: The only relationship of the parties is that of landlord and tenant. Landlord shall not in any way or for any purpose be deemed a partner, joint venturer or member of any joint enterprise with Tenant. No other party shall be deemed a third party beneficiary of the rights conferred in this Lease.

34.2. Interpretation and Severability: The captions by which the articles, sections and paragraphs of this Lease are identified, and the placement of certain subject matter in particular sections, paragraphs or subparagraphs are for convenience only and shall not affect the interpretation of this Lease. All exhibits attached hereto are made a part of this Lease. Wherever the context so requires, the singular number shall include the plural, the plural shall refer to the singular, and the masculine and feminine genders shall be substituted for the neutral gender, and/or vice versa. Subject to all grace periods provided herein, time is of the essence of this Lease and each of the provisions in which performance is a factor, and failure to perform within the time so limited shall be deemed a material breach of this Lease. If any provision of this Lease shall to any extent be held to be invalid by a court, the remaining provisions shall remain in effect and shall in no way be impaired thereby.

34.3. Cancellation Not Merger: The surrender, cancellation or termination of this Lease shall not work a merger, but shall at the option of Landlord either terminate any or all existing subleases or subtenancies under Tenant, or operate as an assignment to Landlord of any or all such subleases or subtenancies.

34.4. Amendment: This Lease shall not be added to, altered, changed, modified or amended except by a writing duly signed and executed by both Landlord and Tenant.

34.5. Successors, Assigns and Liability: The terms, covenants, conditions and agreements herein contained and as may from time to time be amended, shall bind and inure to the benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors and assigns. If either party shall consist of more than one (1) person or entity, all such persons or entities shall be jointly and severally liable as parties hereunder. If during the Term of the Lease Landlord conveys its interest in the Shopping Center, the Premises or this Lease, then from and after the effective date of the conveyance, Landlord shall be released and discharged from any and all further obligations and responsibilities under the Lease.

34.6. Entire Agreement: This Lease contains all the terms, covenants, conditions and agreements between Landlord and Tenant relating in any way to the subject matter contained in this Lease. There are no collateral or oral agreements or understandings which are not included in this Lease. All prior agreements, representations and understandings, if any, whether oral or written, are hereby revoked and mutually declared to be null and void, and none of said prior agreements or understandings shall be of any further force or effect. Tenant represents and warrants that Tenant has entered into this Lease by virtue of Tenant's own independent investigation and was not induced to enter into this Lease by any representation, inducement or understanding made, stated or represented by or on behalf of Landlord.

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34.7. Waiver: The waiver by Landlord of (i) any term, covenant or condition of this Lease or (ii) of Tenant's breach of any term, covenant or condition of this Lease, shall not be deemed to be a future waiver of the same or any other term, covenant or condition of this Lease. The subsequent acceptance of Rent or partial payment thereof by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease. No waiver shall be deemed to have occurred unless such waiver is expressed in writing and signed by Landlord.

34.8. Brokers: With the exception of the person described in Paragraph S, Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. Tenant knows of no real estate broker or agent who is entitled to a commission in connection with this Lease. Tenant shall indemnify Landlord against and hold Landlord harmless from any costs, expenses, attorneys' fees or liability for compensation, commission or charges claimed by any person other than the person identified in Paragraph S because of any dealings with or actions of Tenant.

34.9. Interest: Any sum due and payable to Landlord under the terms of this Lease which is not paid when due shall bear interest at the rate of ten percent (10%) or the maximum rate permitted by law ("Interest") from the date when the same becomes due and payable by the provision hereof until paid.

34.10. Waiver of Jury Trial: Landlord and Tenant hereby waive trial by jury in any action or proceeding brought by either of them against the other concerning this Lease.

34.11. No Option to Lease: The submission of this Lease for examination or the execution of this Lease by Tenant does not constitute a reservation of or option for the Premises. This Lease shall become effective as a lease only upon execution by Landlord and delivery of the fully executed Lease to Tenant. If a corporation executes this Lease as Tenant, Tenant shall promptly furnish to Landlord a certified corporate resolution attesting to the authority of the officers to execute this Lease on behalf of the corporation.

34.12. Statute of Limitations: Any claim, demand, right or defense of any kind by Tenant which is based upon or arises in connection with this Lease or the negotiations leading to its execution, shall be barred unless Tenant commences a legal action within six (6) months after the date of the inaction or omission or the date of the occurrence of the event or of the action to which the claim, demand, right or defense relates, whichever applies.

34.13. Other Tenancies: Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord, in the exercise of its sole discretion, determines may best promote the interests of the Shopping Center. Landlord does not warrant, represent or covenant, expressly or impliedly, that any specific lease or leases now or hereafter in effect between Landlord and any third parties will be continued in effect for any period of time, that any other tenant or tenants, or owner, shall during the Term continue to occupy any space in the Shopping Center. Tenant hereby acknowledges and agrees that, in entering into this Lease, Tenant has not relied upon the continued existence or operation of any other tenant or tenants or owner within the Shopping Center notwithstanding any other lease or leases in existence at the time of execution hereof or commencement of the Term.

34.14. Exhibits: Each exhibit to which reference is made herein and which is attached hereto is made a part hereof by reference.

34.15. Consents and Approvals: Unless otherwise expressly provided to the contrary in this Lease, either party having the right or power hereunder to consent to or approve any matter shall not unreasonably withhold or delay such consent or approval.

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34.16. Counterparts: This Lease may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Lease.

LANDLORD:

Olivewood Group, a California general partnership

By: DocuSigned by: VINCENT MAESTRI D08B7BD36ACC450...
Vincent Maestri

TENANT:

Highlands Community Charter and Technical Schools

By: DocuSigned by: Murdock Smith E6Murdock2Smith
Name:
Its: Executive director

CONSULT YOUR ATTORNEY: No representation or recommendation is made by Landlord, its agents or employees, as to the legal sufficiency, legal effect or tax consequences of this document.

NOTICE: If Tenant is a corporation, two authorized officers must sign this Lease on behalf of the corporation. If Tenant is a general partnership or a limited partnership, all of the general partners must sign this Lease.

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EXHIBIT A

OLIVEWOOD SHOPPING CENTER

SITE PLAN

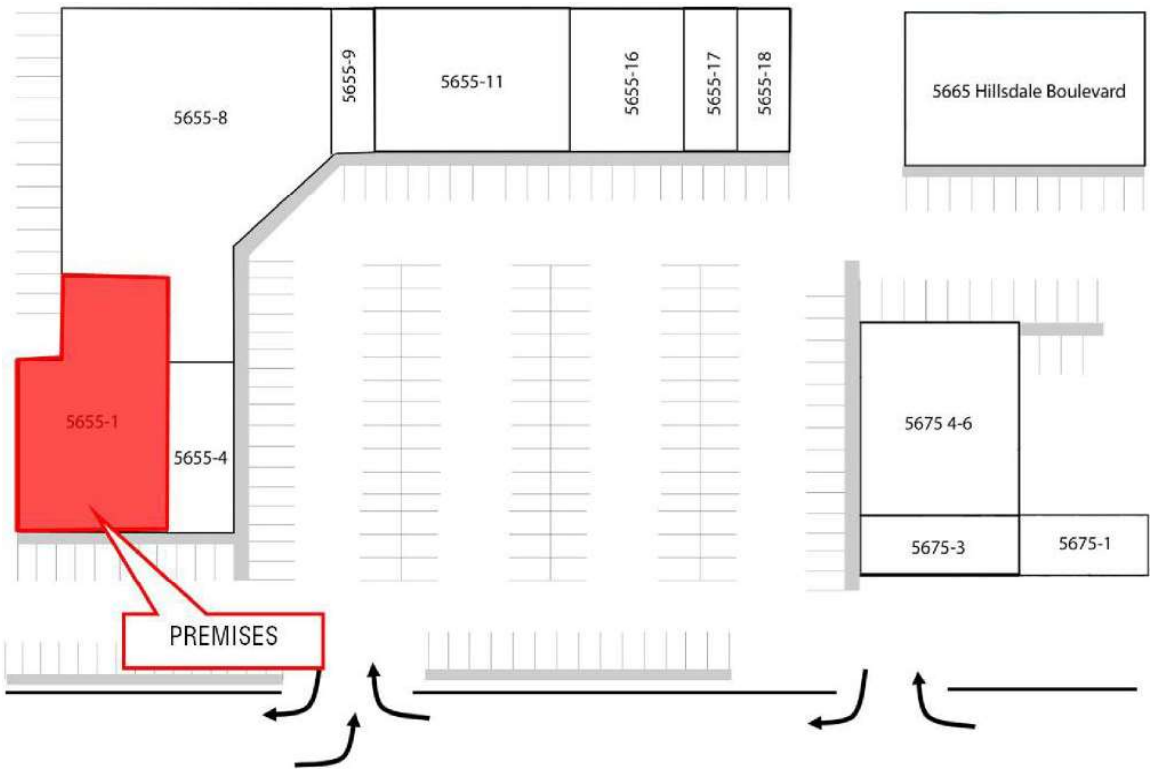

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EXHIBIT B

OLIVEWOOD SHOPPING CENTER

CONSTRUCTION OF IMPROVEMENTS

A. LANDLORD'S CONSTRUCTION OBLIGATIONS: None

B. TENANT'S CONSTRUCTION OBLIGATIONS: Upon delivery of possession the Premises, Tenant shall thereupon immediately proceed with due diligence, at its own expense, to install thereon Tenant's property (meaning all items of Tenant's construction and Tenant's trade fixtures, equipment and merchandise) without material interference with other work, if any, being done in the building or Shopping Center, and in compliance with all reasonable rules which Landlord, its architect and its contractors may make. In the event Landlord determines in its sole but reasonable discretion that Tenant's construction is causing interference in the Shopping Center then Landlord shall notify Tenant and Tenant shall immediately cease its construction operation which is the cause of such interference. Landlord shall have no responsibility for any loss of or damage to any of Tenant's property so installed or left on the Premises. Tenant's entry shall be subject to all of the provisions of this Lease other than the payment of rent and other charges to Landlord; and at all times after such entry, Tenant shall maintain or cause to be maintained in effect insurance complying with this Lease.

"Tenant's Work" is defined as all work necessary to complete the Premises, in accordance with the Tenant's approved construction documents including, any additional compliance with the disability access regulations which relate to Tenant's Work. Tenant's Work shall include, but not be limited to, the purchase and/or installation and/or performance of any and all of the following items required by Tenant in its plans, including all applicable governmental, architectural and engineering fees therefore:

Tenant's Work:

1) All interior partitions unless otherwise noted above.
2) Drop walls; curtain walls, light coves, show window platforms.
3) Any wall and floor finishes.
4) Any increase in the number or amount over Landlord's standard construction for water, electrical, gas or sewer service due to Tenant equipment or requirements.
5) Internal communications systems and alarm systems.
6) All store fixtures and furnishings.
7) Special heating, cooling or ventilating, except as provided above.
8) Special lighting fixtures.
9) All interior finish in show windows.
10) Removal of all Tenant's construction related debris from Shopping Center premises.
11) All gas lines required by Tenant, except as provided above.
12) Including without limitations any and all grease traps required by all appropriate governmental agencies.
13) Any Tenant roof penetrations shall be made by Landlord's roofing contractor if required to maintain roof guarantee and shall be reimbursed by Tenant.
14) All work performed on the Premises by Tenant shall be performed by certified licensed contractors, workers, subcontractors and material men.
15) All interior and exterior signs. (Exterior size, design and location shall conform to Landlord's Sign Criteria, Exhibit E, and shall be submitted for Landlord's approval before fabrication.)
16) The direct cost of any architectural, engineering and/or construction changes which were initiated by Tenant after Tenant's approval of the preliminary plans.
17) Any changes in Landlord's standard fire sprinkler system resulting from the configuration of Tenant's store layout. Any modifications required by Tenant shall be made by Landlord's fire sprinkler contractor if required to maintain system warranty and/or guaranty and shall be reimbursed to Landlord by Tenant. If system warranty and/or guaranty is not required to be maintained, Tenant shall use his own fire sprinkler contractor.
18) Any additional mechanical, plumbing or electrical work.
19) Should Tenant request, and Landlord agrees to have Landlord's contractor perform any of Tenant's work, it is agreed that the Tenant shall pay to Landlord, prior to the commencement of the construction, any cost incurred by Landlord in the construction of

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Tenant's Work, including a fee of 5% of construction costs to cover Landlord's coordination expenses.

20) Any costs associated with permits, City review fees, Landlord's architect's review fees, utility hook-up or metering fees, or any other charge or fee.

21) All other items or work which are not expressly made a part of Landlord's work above.

C. GENERAL CONSTRUCTION OBLIGATIONS

1) Tenant shall construct Tenant's Work at its sole cost and expense, in accordance with the provisions of this Lease and this Exhibit B. Exhibit B may be referred to herein as the Construction Exhibit. All work described in this lease (other than the Construction Exhibit) that is to be completed by Tenant prior to the Rent Commencement Date and all work described in the Construction Exhibit for which Tenant is responsible may be collectively referred to herein as "Tenant's Work".

2) All of Tenant's Work shall be done in a workmanlike manner and in accordance with all applicable current codes, statutes, ordinances, orders, rules, regulations, judgments and requirements of public authorities with jurisdiction and all applicable requirements of Landlord's insurance carriers relating to the Premises (to the extent made known to the party responsible for complying therewith).

D. Conceptual Documents

1) Within three (3) business days after Lease execution date, Tenant shall engage an architect, approved in writing in advance by Landlord and duly licensed to practice in the State of California, for the purpose of preparing the Conceptual Plans and Specifications ("Conceptual Documents") for the Premises. The design and construction documents for the mechanical, plumbing, electrical and structural disciplines shall be prepared by engineers approved in writing in advance by Landlord and duly licensed to practice in the State of California.

2) Within fifteen (15) business days after Lease execution date, Tenant shall submit to Landlord one (1) set of reproducibles and two (2) sets of bluelines Conceptual Documents to Landlord showing the intended layout and design character of the Premises. These documents shall include, but are not limited to, the following:

   (a) Layout of the space: Space allocations, the size and location of all partitions, doors, furniture, permanent and movable equipment and fixtures;
   (b) Architectural design of the space: Floor plans, interior elevations, sections, complete fixturing information and material selections and finishes;
   (c) Reflected ceiling plan showing the location, type and size of all lighting fixtures, air diffusers, grilles, ceiling materials, smoke detectors and fire sprinklers heads, if existing;
   (d) Color and material sample swatches / board;
   (e) Mechanical system, including basic equipment to be used in its position and capacity;
   (f) Electrical system: Floor and reflected ceiling plans showing location of electrical and telecommunication outlets, type of light fixtures, all equipment requiring electrical service, location of panelboard(s), switchboard(s) and projected electrical loads;
   (g) Structural: Structural drawings indicating all proposed revisions, if any, to the Shopping Center structural systems;
   (h) Plumbing systems, including water, sanitary sewer and gas, required within or directly related to the Premises and any routing within the Shopping Center;
   (i) Fire protection, sprinkler and fire / life safety systems required within or directly related to the Premises and any routing within the Shopping Center;
   (j) Preliminary budget and schedule and;
   (k) Outline specifications for the Tenant Improvements.

3) After review of Conceptual Documents, Landlord shall return to Tenant the Landlord's required modifications and/or approval within ten (10) business days after Landlord receives the Conceptual Documents from Tenant for review. If Conceptual Documents are returned to Tenant with modifications or a letter requiring modifications but not bearing Landlord's approval, such Conceptual Documents shall be immediately revised by Tenant and resubmitted to Landlord for approval within ten (10) business days after date of receipt by Tenant. This process shall be repeated until Landlord's final written approval of the Conceptual Documents has been obtained, however, such approval shall not be unreasonably withheld.

E. Construction Documents

1) Upon receipt of the approval of the Conceptual Documents by Landlord, Tenant shall commence the preparation of the Construction Plans and Specification ("Construction Documents").

2) The Construction Documents shall be prepared to include drawings, specifications and bid forms of such scope as to completely delineate the construction work to be performed and shall conform in all respects to the Conceptual Documents as approved by Landlord.

On or before twenty (20) business days after the approval of the Conceptual Documents, Tenant shall submit to Landlord one (1) set of reproducibles and two (2) sets of bluelines of Tenant's Preliminary

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Plans and Specifications ("Preliminary Tenant Plans") for Tenant's Work. Within ten (10) business days after Landlord's receipt of the Preliminary Tenant Plans, Landlord shall review and notify Tenant in writing of (i) Landlord's approval or disapproval of the Preliminary Plans and (ii) the approval or disapproval of any other tenant or occupant in the Shopping Center whose approval is required. If Landlord disapproves the Preliminary Tenant Plans, Tenant shall revise the Preliminary Tenant Plans and resubmit such revised Preliminary Tenant Plans within ten (10) business days after Tenant's receipt of Landlord's disapproval notice. Within ten (10) business days after Landlord's receipt of such revised Preliminary Tenant Plans, Landlord shall review and notify Tenant in writing of (i) Landlord's approval or disapproval of the Preliminary Plans and (ii) the approval or disapproval of any other tenant or occupant in the Shopping Center whose approval is required. If Landlord disapproves such revised Preliminary Tenant Plans, the procedures set forth above for revision and approval of the revised Preliminary Tenant Plans shall be repeated until the Preliminary Tenant Plans are finally approved by Landlord. The Preliminary Tenant Plans, as approved by Landlord, are referred to herein as the "Approved Tenant Plans". The Approved Tenant Plans shall not be modified or amended without prior written consent of Landlord.

F. Permits

1) Concurrently with the approval process of the Preliminary Tenant Plans, the Tenant will submit the Preliminary Tenant Plans to the appropriate governmental agencies for plan check review and approval. Any changes to the Preliminary Tenant Plans required by the appropriate governmental authorities/agencies shall be approved in writing by Landlord and Tenant. For the purposes of this paragraph, Tenant shall be deemed to have approved any changes approved by Landlord or to have disapproved any changes disapproved by Landlord should Tenant fail to notify Landlord of its approval or disapproval of any such matter within five (5) business days following receipt of notice thereof.

G. CONSTRUCTION OF TENANT IMPROVEMENTS

1) General Requirements. Tenant shall submit to Landlord, ten (10) business days prior to the commencement of the construction of Tenant's Work, the following information for Landlord's review and approval:

   (a) The names, contact names, addresses and license numbers of all general contractors and subcontractors tenant intends in the construction of the Premises.
   (b) A reasonably detailed schedule for Tenant's performance of the Tenant's Work (including, without limitation, the date on which Tenant's Work will commence, the estimated date of completion of Tenant's Work, and the date on which Tenant expects to open for business the Premises).
   (c) Evidence of insurance as required by the Lease. All such insurance policies, except for workers' compensation insurance shall include Landlord and its agent responsible for managing the Shopping Center as additional insured and include a cross-liability clause, a severability of interest endorsement and provisions that this insurance on behalf of the Landlord is primary and no other insurance available to the Landlord shall be called upon to contribute.
   (d) An itemized statement of estimated construction costs, including without limitation, architectural, engineering and contractor costs.
   (e) Copy of Tenant's construction contract(s). The contract(s) must include a provision requiring the filing of a payment and completion bond in the amount of the contract price.
   (f) Performance, payment and/or labor and material bonds for any or all contractors and subcontractors as may be required by Landlord, or any other bonds to be furnished by Tenant as may be required by Landlord to ensure the faithful performance of the work in accordance with the Approved Tenant Plans.
   (g) Copies of all required permits.

2) Commencement of Construction. Upon Landlord's approval of the Tenant's Plans, Landlord's Delivery of Premises to Tenant and, Tenant obtaining all necessary permits from the City of Sacramento, Tenant shall start construction of the Premises as soon as possible but no later than fourteen (14) days after the later of these three (3) dates, and Tenant shall carry such construction to completion with all due diligence. The failure of Tenant to comply with the procedures and schedules set forth in this Exhibit, or to complete the construction of the Premises prior to the Rent Commencement Date shall have no effect whatsoever upon the commencement of the Lease Term and provided that Landlord has met all its obligations stated in this Exhibit in a timely manner.

3) Contractor Qualifications. All contractors and subcontractors engaged to work on Tenant's Work shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with other contractors in the Shopping Center. Upon notice from Landlord, Tenant shall stop using (or cause contractor or any subcontractor to stop using) any person or entity disturbing labor harmony with any work force or trade engaged in performing Tenant's Work or other work, labor or services in or about the Shopping Center. All work shall be coordinated with any ongoing Shopping Center construction work. Landlord shall have the right to disapprove any contractor or subcontractor, which Tenant desires to engage for Tenant's Work.

4) Construction Rules. Tenant will abide by and cause contractors, subcontractors, Tenant's agents

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and Tenant's employees to abide by the rules and regulations published by Landlord from time to time, including, without limitation, rules and regulations pertaining to parking, toilet facilities, safety conduct, delivery of materials and supplies, employee entrance gates to the Shopping Center, hours of construction and cooperation with Landlord's architect, general contractor and subcontractors and other tenants in the Shopping Center.

5) Damage to Shopping Center. Should any damage occur to any portion of the Shopping Center during construction of Tenant's Work arising out of or in connection with any acts, omissions or negligence of Tenant to any person claiming through or under Tenant, Tenant's agents, Tenant's employees, contractor, subcontractors or any person claiming through or under Tenant, in, on or about the Premises or the Shopping Center, including without limitation, any acts, omissions or negligence in the making or performing of any of Tenant's Work, then, in addition to and notwithstanding any other rights and remedies of Landlord under the Lease, and without any grace periods, Landlord may, at its sole discretion, either (a) cause Tenant to repair such damage at Tenant's sole cost and expense in which case Tenant shall make such repairs within ten (10) days except in cases of emergency, in which case Tenant shall promptly repair such damage until its completion or (b) repair such damage and charge Tenant for such repair as Additional Rent.

6) Notice of Completion. Upon completion of Tenant's Work, Tenant shall timely record a Notice of Completion in the office of the Sacramento County Recorder in accordance with the terms of Section 3093 of the California Civil Code or any successor statute and shall submit to Landlord a conformed copy of such Notice of Completion.

7) Landlord's Letter Of Acceptance. Upon completion of Tenant's Work, Landlord shall inspect the Premises, and if the Premises are acceptable, shall issue a Landlord's Letter of Acceptance. The issuing of such Letter shall be contingent upon all of the following:

   (a) Landlord's acceptance of Tenant's Work as being complete in accordance with the approved construction Drawings shall be subject to Landlord's inspection and subsequent written approval. Tenant shall give Landlord prior written notification of the anticipated completion date of Tenant's Work and shall schedule a "walk-through" prior to opening the Premises for business. Tenant shall give Landlord one (1) week written notice prior to said walk-through and Landlord agrees that said walk-through shall occur within ten (10) days after receipt of Tenant's notice by Landlord. The walk-through shall be attended by Tenant, the architect, contractor and a representative of Landlord. A "punchlist" of items to be completed and/or corrected by Tenant shall be compiled. Tenant shall promptly correct and/or complete all items on such punchlist and failure to do so within forty-five (45) days after the walk-through shall permit Landlord, without notice, to correct and/or complete such items. IN NO EVENT SHALL TENANT OPEN FOR BUSINESS PRIOR TO SUCH WALK-THROUGH.

   (b) The expiration following Tenant's recording of the Notice of Completion of the period for the recording of claims of lien for the work performed in the Premises with no claims of lien having been recorded or, if such lien period has not expired, Tenant's furnishing Landlord with the final and unconditional waivers and releases of liens and sworn statements from all persons performing labor and/or supplying materials in connection with such work showing that all such persons have been compensated in full.

   (c) Submission of all items required in Section D.2 of this Exhibit.

H. Guarantees and Warranties

1) Construction Contract Guarantees and Warranties. Contractor and each subcontractor shall guarantee and warrant for the benefit of Landlord and Tenant that (a) the portion of the Tenant Improvements for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year (unless a longer period is expressly required in the Tenant Approved Plans) from the date of Substantial Completion of the Tenant's Work (the "Warranty Period") and (b) such contractor and subcontractors shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract within such Warranty Period. "Substantial Completion" as used in this paragraph shall mean the later of the walk through required by Exhibit or the receipt of the Certificate of Occupancy. All such guarantees and warranties shall be expressly set forth in the construction contract and all subcontracts thereunder and shall be written so as to be enforceable by Landlord (or following Landlord's failure to enforce the same within a reasonable period following request to do so by Tenant). The correction of any such work shall include, without additional charge, all additional expenses and damages in connection with such removal or replacement of all or any part of the Tenant's Work. Without additional consideration and without condition or delay, Tenant covenants to give to Landlord such assignments or other assurances which may be required or direct enforcement of Landlord's rights with respect thereto, to the extent applicable under the preceding sentence, and Tenant hereby waives all claims against Landlord relating to, or arising out of, the construction of the Tenant Improvements.

2) No Warranties or Representations by Landlord. Landlord makes no warranty or representation of any type or nature with respect to the adequacy or sufficiency of the Approved Tenant Plans for any purpose. Landlord makes no warranty or representation of any type or nature with respect to

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the quality, suitability or ability of contractor or the quality of the work or materials supplied or performed with respect to the Tenant Improvements by contractor, subcontractors, Tenant's agents or any other person or entity.

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EXHIBIT C

OLIVEWOOD SHOPPING CENTER

RULES AND REGULATIONS

Landlord hereby establishes the following rules and regulations for the preservation of good order and for the safety, care and cleanliness of the Shopping Center, including all Common Areas thereof and Tenant's Premises therein:

1. All floor areas of the Premises (including vestibules, entrances, and air returns), doors, fixtures, windows, and plate glass shall be maintained in a clean, safe and good condition. If the Premises are situated on the ground floor with direct access to the street, drive aisles or parking areas, then Tenant shall, at Tenant's expense, keep the sidewalks and curbs directly in front of the Premises clean and free from dirt, refuse and other obstructions.

2. All trash, refuse and waste materials shall be stored in adequate containers and regularly removed from the Premises. These containers shall not be visible to the general public and shall not constitute a health or fire hazard or nuisance to any other tenant. In the event that Tenant shall fail to remedy such a health or fire hazard or nuisance within five (5) days after written notice by Landlord, Landlord may remedy and/or correct such health or fire hazard or nuisance at the expense of Tenant. Tenant agrees that it shall comply with all fire and security regulations that may be issued from time to time by Landlord, and Tenant also shall provide Landlord with the name of a designated responsible employee to represent Tenant in all matters pertaining to such fire and security regulations.

3. The Premises shall not be used for lodging or sleeping or for any illegal purposes.

4. No vending or gaming machine or machines shall be installed, maintained or operated upon the Premises without the prior written consent of Landlord, except for such vending machines located in nonpublic areas as are for the exclusive use of Tenant's employees.

5. No person or persons shall use the Premises, or any part thereof, for conducting therein a second-hand store, auction, distress or fire sale or bankruptcy sale, or "going-out-of-business" sale or "lost our lease" sale, without Landlord's prior written consent in each instance.

6. No portion of the Premises shall be used for the storage of any merchandise, materials or other properties, other than those reasonably necessary for the operation of Tenant's business. Landlord may, from time to time, inspect the Premises to ensure compliance with the foregoing provisions.

7. No display areas of the Premises shall be left vacant, and Tenant shall not black-out or otherwise obstruct the windows of the Premises, without Landlord's prior written consent. No files, cabinets, boxes, containers or similar items shall be placed in, against or adjacent to any window of the Premises so as to be visible from the outside of the Premises. Except with respect to any window coverings approved by Landlord and installed in connection with the construction of Tenant's original improvement of the Premises, Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may be observed from outside the Premises. Tenant shall not cause to be covered, or otherwise sunscreened, any window in the Premises.

8. Landlord shall have the absolute right to enter upon the Premises to perform such cleaning and clearing of the pipes and drains servicing the Premises (including roto-rooter service), and any grease ducts and traps and exhaust systems servicing the Premises, as Landlord shall deem necessary.

9. If Tenant shall operate a carry-out food operation, including any ice cream store, Tenant shall pay Landlord for all sidewalk and Common Area cleanup work (including without limitation steam cleaning), that Landlord shall determine is necessary to preserve the sanitation, cleanliness, clean appearance, of the Shopping Center. Tenant shall pay Landlord on an estimated monthly basis, adjusted annually, and will be responsible for a cleanup of not less than one hundred feet (100') in radius from the entrance(s) to the Premises.

10. The sidewalks, walkways, bridges, arcades, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. The sidewalks, walkways, bridges, arcades, halls, passages, exits, entrances, elevators, stairways and roof are not for the use of the general public, and Landlord shall in all cases retain the right of control and prevent access thereto by all persons whose presence in the judgment of Landlord, might be prejudicial to the safety, character, reputation and interests of the Shopping Center and its tenants; provided that nothing herein contained shall be construed so as to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities or are creating a nuisance.

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11. Tenant and its employees and invitees shall not go upon the roofs of the buildings within the Shopping Center.

12. Tenant shall not alter any lock or install any new or additional locks or any bolts on any door of the Premises without the prior written consent of Landlord (except as to safes and vaults of Tenant).

13. The toilet rooms and urinals, wash bowls and other apparatus therein shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be placed therein. All costs resulting from any breakage, stoppage or damage, as the result of the violation of this rule by Tenant, its employees or invitees, shall be borne by Tenant.

14. Except as to normal pictures and furnishings, Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof. No boring, cutting or stringing of wires shall be permitted except with the prior written consent of Landlord and as Landlord may direct. The expense of repairing any damage resulting from a violation of this rule shall be borne by Tenant.

15. Tenant shall not lay linoleum tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord. Tenant must obtain the prior written consent of Landlord or Landlord's architect to drive nails, screw, drill, core or make any other modification to the floor. Tenant shall not use any hand trucks in the Premises except those equipped with rubber tires and side guards. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by Tenant.

16. Tenant shall not overload the floor or any structural component of the Premises or the building within which the Premises are located with any equipment (whether electronic or not), furniture or freight (collectively, "Equipment"). In the event Tenant shall require Equipment that might overload the floor or other structural components of the Premises or the building within which the Premises are located, Tenant shall notify Landlord and provide Landlord with information on the specific nature of such Equipment, including, but not limited to, dimensions, weight and specifications thereof. If Landlord approves the placement of same in the Premises, Landlord shall make any necessary adjustments to the Premises and/or the building required to accommodate such Equipment, all at Tenant's sole cost and expense. In addition, Landlord shall have the right to prescribe how such Equipment shall be permitted to be situated in the Premises, including requiring that such Equipment stand on wooden strips of such thickness as is necessary to properly distribute the weight of the Equipment. All such approved Equipment shall be moved into and out of the Premises during such hours and in such a manner as Landlord shall designate. Landlord shall also have the right to prescribe the weight, size and position of all safes which Tenant shall bring into the Premises. Landlord will not be liable for the loss of or damage to any Equipment from any cause; and any damage to the Shopping Center and/or the Premises caused by moving or maintaining such Equipment shall be repaired at Tenant's sole cost and expense.

17. Tenant shall not use, keep or permit to be used or kept any noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Shopping Center by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein. Tenant shall not make or permit to be made any loud or disturbing noises or disturb or interfere with occupants of the Shopping Center or those having business with them, whether by the use of any musical instrument, radio, phonograph, shouting, or in any other manner. No articles may be thrown out of the doors or windows of the Premises.

18. Tenant, or its employees, shall not use or keep in the Premises or the Shopping Center, any firearm or weapon of any kind, kerosene, gasoline or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied or permitted by Landlord.

19. Tenant shall not connect any device to any electrical current except through existing electrical outlets located within the Premises, unless otherwise approved in writing by Landlord. Landlord shall direct electricians regarding the manner and the locations in which telephone and telegraph wires are to be introduced. No boring or cutting for or laying of wires will be allowed without the prior written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.

20. All keys to offices, rooms and toilet rooms shall be obtained from Landlord and Tenant shall not duplicate or obtain such keys from any other sources. Upon termination of the Lease, Tenant shall deliver to Landlord the keys of the offices, rooms, and toilet rooms which were previously furnished to Tenant, failing which Tenant shall pay Landlord the cost of replacing same or of changing the lock or locks opened by any unreturned key if Landlord deems it necessary to make such changes. Landlord, in its sole and absolute discretion, may require a reasonable sum from Tenant as a deposit for any such keys.

21. It shall be Tenant's responsibility before leaving the Premises to ensure that (a) all doors to the Premises are closed and securely locked, (b) all water faucets and other water apparatus are entirely shut off, and (c) all electricity is shut off, so as to prevent waste or damage. Tenant assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage,

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which includes keeping doors locked and other means of entry to the Premises closed. Tenant shall be solely liable for any damage or injury that may be occasioned by the failure of Tenant and/or its employees to observe the precautions outlined herein.

22. Landlord reserves the right to exclude or expel from the Premises or the Shopping Center any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or is violating the rules and regulations of the Shopping Center. Landlord shall further have the right to restrict access to the Premises and the Shopping Center during any invasion, riot, public disturbance or excitement, and at any other time Landlord deems it advisable for the safety and protection of the Shopping Center, its occupants and/or the property thereof. Landlord shall not be held liable for, and Tenant shall indemnify, defend and protect Landlord from all damages and claims that may arise from Landlord's failure to grant access to the Premises and the Shopping Center during any such time.

23. Tenant shall not canvass or solicit in the Shopping Center and Tenant shall cooperate to prevent any such canvassing and/or solicitation.

24. The requirements of Tenant will be attended to only upon application to Landlord's designated property manager. Employees of Landlord shall have no obligation to perform any work for Tenant or do anything outside their regular duties for Tenant unless under special instructions from Landlord, and no employee shall have any obligation to admit any person (Tenant or otherwise) to any office of Landlord without specific instruction from Landlord.

25. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or the exterior walls of the Premises. No awnings, air conditioning units or other projections shall be attached to the outside walls or window sills of the Premises or otherwise project from the Premises, without the prior written consent of Landlord.

26. Neither sidewalks nor malls shall be used to display, store or place any merchandise, equipment or devices, except with Landlord's prior written approval in each instance.

27. No public telephone, newsstand, shoeshine stand, refreshment, vending or other coin operated machine shall be installed or placed on the sidewalk adjacent to the Premises or on the Common Area without Landlord's prior written approval in each instance.

28. Tenant and its authorized representatives and invitees shall use any roadway, walkway or mall (including the enclosed mall, if any) only for ingress to and egress from the stores in the Shopping Center. Use of the Common Area shall be in an orderly manner in accordance with directional or other signs or guides. Roadways shall not be used at a speed in excess of ten (10) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. Walkways and malls (including the enclosed mall, if any) shall be used only for pedestrian travel.

29. All tenants and their authorized representatives and invitees shall not use the parking areas for anything but parking motor vehicles. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, Landlord can impose any and all controls Landlord deems necessary to operate the parking lot including but not limited to the length of time for parking use.

30. No person shall use any utility area, truck loading area or other area reserved for use in conducting business, except for the specific purpose for which permission to use these areas has been given.

31. No employee shall use any area for motor vehicle parking except the area specifically designated for employee parking for the particular period of time the use is to be made. No tenant shall designate an area for employee parking except the area designated in writing by Landlord.

32. Without the consent of Landlord, no person shall use any of the Common Area for:

    a. Vending, peddling or soliciting orders for sale or distributing of any merchandise, device, service, periodical, book, pamphlet, or other matter;

    b. Exhibiting any sign, placard, banner, notice or other written materials;

    c. Distributing any circular, booklet, handbill, placard, or other material;

    d. Soliciting membership in any organization, group, or association, or soliciting contributions for any purpose;

    e. Parading, patrolling, picketing, demonstrating, or engaging in conduct that might interfere with the use of the Common Area or be detrimental to any of the business establishments in the Shopping Center;

    f. Using the Common Area for any purpose when none of the business establishments in the Shopping Center is open for business;

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g. Discarding any paper, glass, or extraneous matter of any kind, except in designated receptacles;

h. Using a sound-making device of any kind or making or permitting any noise that is annoying, unpleasant, or distasteful; or

i. Damaging any sign, light standard, or fixture, landscaping material or other improvement or property within the Shopping Center.

The above listing of specific prohibitions is not intended to be exclusive, but is intended to indicate the manner in which the right to use the Common Area solely as a means of access and convenience in shopping at the business establishments in the is limited and controlled by Landlord.

33. No pets shall be allowed in or about the Premises or Common Area of the Shopping Center, without Landlord's prior written consent.

34. Tenant and its authorized representatives and invitees shall not loiter in the Common Area. They shall in no way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances, and exits; they shall use them only as ingress to and egress from their work areas.

35. Tenant and its authorized representatives and invitees shall not throw cigar or cigarette butts or other substances or litter of any kind in or about the buildings of the Shopping Center, except in receptacles placed in it for that purpose.

36. PRINCIPLES RELATING TO APPLICATION OF RULES AND REGULATIONS

37. Landlord shall not be responsible to Tenant or to any other person for the nonobservance or variation of these rules and regulations by any other tenant or other person. Landlord may waive any one or more of these rules and regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such rules and regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such rules and regulations against any or all of the tenants of the Shopping Center. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition to Tenant's occupancy of the space leased.

38. Landlord reserves the right upon written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Shopping Center, or to establish additional rules and regulations when, in Landlord's sole judgment, it is necessary, desirable or proper for the best interests of the Shopping Center.

39. Any consent, approval, request, agreement or other communication to be given or made under these rules and regulations shall be in writing.

40. For purposes of these rules and regulations the term "Tenant" shall include Tenant's agents, servants, employees, contractors, visitors and invitees, and Tenant shall be responsible for the observance by all such persons of all of the foregoing rules and regulations (as the same may be amended from time to time) and any additional rules and regulations promulgated by Landlord.

41. Tenant's violation of any rule or regulation contained herein or reasonably established by Landlord shall constitute a material default of the Lease.

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EXHIBIT D

OLIVEWOOD SHOPPING CENTER

COMMENCEMENT CERTIFICATE

RE: Lease dated _____, between _____ _____ ("Landlord") and _____("Tenant") for the Premises in _____ _____, commonly known as _____.

Tenant hereby verifies that the dates and amounts stated below are correct and further acknowledges and accepts possession of the Premises.

Area: gross leaseable square feet
Lease Commencement Date:
Rent Commencement Date:
Lease Expiration Date:

TENANT:

By:
Title
Date:

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EXHIBIT E

OLIVEWOOD SHOPPING CENTER

SIGN CRITERIA

The following "Sign Criteria" has been established for the purpose of assuring a first class Shopping Center, and for the mutual benefit of all occupants. Conformity with the Sign Criteria shall be strictly enforced and any non-conforming or disapproved signs shall be brought into conformity at the expense of Tenant.

The Sign Criteria has been designed to give each tenant flexibility in personalizing its own store and at the same time allow maximum creativity in sign design. Landlord reserves the right to waive the Sign Criteria for any tenant occupying at least five thousand (5,000) square feet of building area or which is nationally recognized.

A. GENERAL CRITERIA

1. Prior to the installation of any sign in the Shopping Center, Tenant shall submit to Landlord for its approval, three (3) copies of a detailed shop drawing of its proposed sign, prepared by sign contractor, indicating conformance with the Sign Criteria. Such shop drawings shall include the building elevation to which the signs are attached, letter size, layout and color, including all copy and graphics. Approval of the proposed sign shall be in accordance with the provisions of this Exhibit C.

2. Tenant shall pay all costs for its signs, including installation and maintenance. Tenant or its sign contractor shall obtain and pay for all necessary permits and approvals.

3. Tenant shall be responsible for fulfilling all requirements of the Sign Criteria.

4. Tenant or its sign contractor shall be responsible for and shall repair any damage to any surface caused by its work.

5. Animated, flashing or audible signs are prohibited.

6. Exposed raceway, cross-overs, conduits, neon tube conductors, transformers, etc. are prohibited.

7. The center line of all signs shall be centered on the frontage of the leased premises. All signs in the Shopping Center shall also be centered horizontally.

8. Temporary signs of any type are prohibited. Additional advertisement, i.e. flags, pennants, balloons, paint, cloth signs, banners, or similar devices on the building or on windows are prohibited, except as otherwise approved by Landlord prior to installation. Landlord shall have the right, without liability to Tenant, to remove signs as described in this paragraph without notice to Tenant.

9. No decals shall be visible except as required by local codes and ordinances. A U.L. label shall be affixed to at least one (1) sign.

10. Tenant shall have one (1) sign utilizing individual metal channel letters, not to exceed seventy percent (70%) of the linear front feet of leased frontage by eighteen inches (18") maximum height. Stores having more than one storefront elevation may have one additional sign for any additional storefront facing a street up to a maximum of two (2) signs.

11. Any signs that (i) have not received Landlord's prior approval or (ii) do not comply with the Sign Criteria, may be removed by Landlord or its agent(s) at the expense of Tenant.

B. SIGN DESIGN

1. Signs located at the rear of any shop designating any individual shop location for delivery and emergency purposes only shall be in conformance with the following specifications:

   (a) Size: Four inches (4") high
   (b) Material: Black painted letters
   (c) Location: On rear door
   (d) Maximum number of signs: One (1) per tenant.

2. Tenant shall be permitted to place in the window panel on one side of each entrance to the Premises, not more than one hundred forty-four (144) square inches of Roman "stenos" lettering by Dennison (or equal) not to exceed two inches (2") in height, indicating hours of business, telephone, etc. No other window signs will be allowed at any time, without prior approval of Landlord.

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3. Metal channel letters shall be internally illuminated by 60 M.A. neon.

4. Tenant copy shall have a letter height, as prescribed by Landlord prior to fabrication, with a limit of two (2) rows of copy, not to exceed maximum sign area specified in A.10 above.

5. Color must be as prescribed by Landlord prior to fabrication of Tenant's sign.

6. Trim Cap must be as prescribed by Landlord prior to fabrication of Tenant's sign.

7. All exposed cabinet sheet metal shall be twenty-five (25) gauge, painted with one (1) coat of lead primer and two (2) coats of enamel to match the material color to which it is attached.

8. The "copy" and "logo" criteria for each sign shall be as follows:

   (a) Tenant shall display only its established trade name or its basic product name including logo, if requested, i.e., "John's Shoes", or combination thereof. No brand names of products shall be displayed.

   (b) The copy (letter type) and logos proposed shall be submitted to Landlord for specific approval. Only approved copy, and logos shall be included in the signs. Landlord reserves the right, in its sole discretion, to disapprove the copy, including, but not limited to, non-English language words, characters or logos, included in Tenant's sign.

C. SIGN CONSTRUCTION

1. All signs shall be individual internally illuminated colored metal channel letters.

2. Except as otherwise provided herein, the colors of all letters and logos to be used on any sign shall be subject to approval of Landlord.

3. Tenant shall be fully responsible for all the actions of Tenant's sign contractor with respect to the installation of any sign in the Shopping Center.

4. All signs and their installation shall comply with all applicable building and electrical codes.

5. Tenant's shall be responsible for the fulfillment of all requirements and specifications, completing the installation in a workmanlike manner, clean up, patching and painting all surfaces damaged by it or its contractor(s), employee(s) or agent(s.)

6. Attachment shall be completed in accordance with building codes and customary installation practices.

D. All signs shall be fabricated and installed prior to Tenant commencing business in the Premises.

E. Notwithstanding anything herein to the contrary, Tenant, in addition to the above signs, shall have constructed and installed one (1) under canopy sign which shall meet the criteria as illustrated, if at all, in this Exhibit E.

F. Notwithstanding Landlord's approval of Tenant's sign proposal, Tenant understands and agrees that no signs may be manufactured or installed without Tenant having obtained prior approval of all applicable governmental agencies with appropriate jurisdiction.

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EXHIBIT F

OLIVEWOOD SHOPPING CENTER

TENANT ESTOPPEL CERTIFICATE

To: _____

Re: Lease Date: _____
Landlord: _____
Tenant: _____
Square Feet: Approximately _____
Floor(s): _____
Located at: _____

_____ ("Tenant") hereby certifies that as of _____, 20__:

1. Tenant is the present owner and holder of the Tenant's interest under the lease described above, as it may be amended to date (the "Lease") with _____ _____ ("Landlord"). The Lease covers the premises commonly known as _____ _____ (the "Premises") in the building (the "Building") at the address set forth above. The improvements and space required to be furnished according to the Lease have been completed in all respects, the Premises comply with all applicable laws and there are no structural or mechanical defects in the Premises. Landlord has no obligation to construct, refurbish, install, rehabilitate or remove any existing or additional improvements in the Premises except _____.

2. (a) The attached Exhibit _____ accurately identifies the Lease and all modifications, amendments, supplements, side letters, addenda and riders of and to it.

(b) The term of the Lease commenced on _____, 20_____ and will expire on_____, 20_____, including any presently exercised option or renewal term. Except as specified in Sections _____of the Lease (copy attached), Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking.

(c) Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part). Tenant has no right or interest with respect to the Premises or the Building other than as Tenant under the Lease.

(d) The annual minimum rent currently payable under the Lease is $_____ and such rent has been paid through_____, 20_____. The annual percentage rent currently payable under the Lease (if applicable) is at the rate of _____% and such rent has been paid through _____, 19_____.

(e) Additional rent is payable under the Lease for (i) operating, maintenance or repair expenses, (ii) property taxes, (iii) insurance, (iv) consumer price index (CPI) cost of living adjustments, or (iv) percentage of gross sales adjustments (i.e. adjustments made based on underpayments of percentage rent). Such additional rent has been paid in accordance with Landlord's rendered bills through _____ _____, 20_____. The base year amounts (if applicable) for additional rental items are as follows: (1) operating, maintenance or repair expenses $_____, (2) property taxes $_____ _____, (iii) insurance $_____, and (4) CPI cost of living $_____ The base year CPI for the Lease is _____.

(f) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession.

(g) Landlord currently holds a security deposit in the amount of $_____ which is to be applied by Landlord or returned to Tenant in accordance with Section _____ of the Lease. Tenant acknowledges and agrees that Lender shall have no responsibility or liability for any security deposit, except to the extent that any security deposit shall have been actually received by Lender.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified, changed altered or amended and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

(b) All insurance required of Tenant under the Lease has been provided by Tenant and all premiums have been paid.

(c) To the best knowledge of Tenant, no party is in default under the Lease. To the best knowledge of Tenant, no event has occurred which, with the giving of notice or passage of time, or

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both, would constitute such a default. Tenant has no set-off claims or defenses to the enforcement of the Lease.

(d) The interest of Tenant in the Lease has not been assigned or encumbered. Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full and all of Landlord's obligations with respect to tenant improvements have been fully performed. Tenant has accepted the Premises, subject to no conditions other than those set forth in the Lease.

5. Neither Tenant nor any guarantor of Tenant's obligations under the Lease is the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships.

6. (a) As used here, "Hazardous Substance" means any substance, material or waste (including petroleum and petroleum products) which is designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is similarly designated, classified or regulated, under any federal, state or local law, regulation or ordinance.

(b) Tenant represents and warrants that it has not used, generated, released, discharged, stored or disposed of any Hazardous Substances on, under, in or about the Building or the land on which the Building is located. Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored or disposed of by any party, on, under, in or about such Building or land.

7. Tenant hereby acknowledges that Landlord has encumbered the property containing the Premises with a deed of trust in favor of Lender. Tenant acknowledges the right of Landlord, Lender and any and all of Landlord's present and future lenders to rely upon the statements and representations of Tenant contained in this Certificate and further acknowledges that any loan secured by any such deed of trust or further deeds of trust will be made and entered into in material reliance on this Certificate.

8. Tenant hereby agrees to furnish Lender with such other and further estoppels as Lender may reasonably request.

By:_____ Title:_____

Name:_____ Date:_____

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:13:50 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 041 - 6853 65th Street Suite C.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:05 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:29 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
TN INTERNATIONAL INC,

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and TN International INC (hereinafter "TN International INC") (HIGHLANDS and TN International INC being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, TN International INC is the owner of a certain real property located at 6853 65th Street Suite C, Sacramento, CA 95828 (the "Site" or "Premises");

WHEREAS, TN International INC is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and TN International INC desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of TN International INC's Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and TN International INC hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 4,320 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to TN International INC not less than

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three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with TN International INC's shared use of the Site, if any. TN International INC's shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to TN International INC. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and TN International INC equipment thereon, shall revert to TN International INC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide TN International INC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from TN International INC, if available. TN International INC agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with TN International INC further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and TN International INC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with

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the zoning for the property, etc.) TN International INC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

TN International INC agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.25 per square foot ($5,400.00 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 4,320 square feet.

HIGHLANDS agrees to pay 45% monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

3. Maintenance and Operations.

A. TN International INC Obligations. TN International INC shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. TN International INC's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires TN International INC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify TN International INC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that

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immediate action is required to prevent a safety or health hazard, or prevent significant damage to TN International INC'S property. TN International INC reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use

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of Hazardous Substances without the express prior written consent of TN International INC and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose TN International INC or HIGHLANDS to any liability therefor. In addition, TN International INC may condition its consent to any Reportable Use upon receiving such additional assurances as TN International INC reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform TN International INC. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by TN International INC, HIGHLANDS shall immediately give written notice of such fact to TN International INC, and provide TN International INC with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of,

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and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold TN International INC and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. TN International INC Indemnification. TN International INC shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of TN International INC. No termination, cancellation or release agreement entered into by TN International INC and HIGHLANDS shall release TN International INC from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify TN International INC and TN International INC shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then

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HIGHLANDS may terminate this Lease upon written notice to TN International INC if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without TN International INC's prior written consent. TN International INC approval of any improvements, including the work schedule, work hours, and modifications, shall be at TN International INC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with TN International INC's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. TN International INC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and TN International INC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event TN International INC requires the cessation of work, TN International INC and HIGHLANDS will immediately meet to address TN International INC's concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

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7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. TN International INC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of TN International INC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, TN International INC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by TN International INC, and shall remain in procession of TN International INC at all times.

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10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to TN International INC in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. TN International INC and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, TN International INC and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against TN International INC or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

TN International INC's Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, TN International INC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person,

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firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the TN International INC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by TN International INC, in or about the site; TN International INC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of TN International INC, HIGHLANDS, shall indemnify, hold harmless, and defend TN International INC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against TN International INC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, TN International INC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend TN International INC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

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14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of TN International INC. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of TN International INC.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit TN International INC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit TN International INC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. TN International INC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in

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writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and TN International INC shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to TN International INC, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. TN International INC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of TN International INC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

TN International INC: Tammy Nguyen
TN International INC
6853 65th Street Suite A
Sacramento, CA 95828

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery

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service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

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26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/24/24

Bill McGuire , Executive Director
Highlands Community Charter School

By: Tammy Nguyen
Tammy Nguyen (Oct 17, 2024 11:19 PDT) Date: 10/17/2024

Tammy Nguyen
TN International INC

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of Suite C on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. TN International INC's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. TN International INC shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and TN International INC shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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COMMERCIAL LEASE

This Commercial Lease Agreement ("Lease") is made and effective this 1st day of June, 2019, by and between Tammy Nguyen doing business as TN International INC ("Landlord" or Lessor) and doing business as Highlands Community Charter School ("Tenant").

WHEREAS: Landlord is the owner of land and improvements commonly known and numbered as 6853 65th Street Ste C, Sacramento, California 95828 and legally described as follows (the "Building"):

WHEREAS, Landlord makes available for lease approximately 4320 square feet of a portion of the Building as set forth on Attachment A (the "Leased Premises").

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW, THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term**.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an period of three (3) years (the "Initial Term") and after that have two (2) years option to extent beginning June 1st, 2019 and ending June 30th, 2024. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. If Landlord needs place back or Tenants need to move, Landlord or Tenant may terminate this lease by giving a written notice of intention to terminate at least (30) days prior to date of termination or until May 31, 2022.

B. Provided Tenant is not in default of any terms or provisions of this Lease, Tenant may renew the Lease for one extended term of one (1) year and thirty days (30) days option preparer to renew. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. **Rental**.

A. Tenant shall pay to Landlord during the Initial Term and the Extended Term. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 6853 65th Street, Sacramento, California 95828 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenants must be payment on time 1st day of month, no later 10th of the month, if late will be charge 10% more on the payment of month.

In accordance with Section 19 below, Tenant shall also pay to Landlord a "**Security Deposit**" in the amount of Three Thousands and Five Hundreds Dollars and No Cents **($3,500.00**) and **$3,500** (three thousands and five hundreds dollars) for 1st of the month tenant get in and total is **$7,000** (seven thousands even).

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The Security Deposit along with the first months rent shall be paid to Lessor upon the execution of this Agreement.

3. Use

Tenant shall use the Premises for the purpose of establishing a community Charter School. Tenant shall not use the Leased Premises for any other purpose with the express written consent of the Lessor. In addition, the Premises shall not be used for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. **Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. **Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. **Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

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8. **Insurance**.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. **Utilities.**

Tenant shall pay all charges for electricity, other services and utilities used by Tenant on the Leased Premises during the term of this Lease, and this services included with rent monthly payment ($3500/month).

10. **Signs**.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry**.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Parking**.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate

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parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

13. **SURRENDER OF PREMISES AT END OF TERM—REMOVAL OF FIXTURES**.

(a) Lessee agrees that upon the termination of this lease it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Lessee.

(b) Lessee may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Lessee is not in default hereunder, remove any trade fixtures or equipment which said Lessee has installed in the leased premises, providing said Lessee repairs any and all damage caused by removal.

(c) HOLDING OVER. Continued possession, beyond the expiration date of the term of this lease, by the Lessee (and absent a written agreement by both parties for an extension of this lease, or for a new lease, and absent the written consent of the Lessor) shall constitute a month-to-month extension of this lease at a rental of 150% of the previous rental for the premises (plus payment of the Lessee's share of the other expenses as set forth in this lease). Such holding over without the Lessor's consent shall not prejudice the Lessor's right to bring an action for the eviction of the Lessee.

14. **TERMINATION OF LEASE AND DEFAULTS OF LESSEE**.

(a) TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Lessee, then this lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Lessee in accordance with the terms and provisions of this lease, this lease may at the option of the Lessor be canceled and forfeited, PROVIDED, HOWEVER, before any such cancellation and forfeiture except as provided in 20(b) below, Lessor shall give Lessee a written notice specifying the default, or defaults, and stating that his lease will be cancelled and forfeited ten (10) days after the giving of such notice, in the case of failure to pay rent and/or other charges unless such default, or defaults, are remedied within such grace period; and 30 days after the giving of such notice, in the case of defaults other than for the payment of rent; provided, however, if the nature of the default is other than the payment of rent or other charges, and such defaults cannot reasonably be cured within such 30-day period, the Lessee shall not be in default provided in commences to cure the default within such 30-day period and thereafter diligently completes the cure. Lessee will be liable for all legal fees and expenses incurred by Lessor in connection with the collection of delinquent rent or other defaults by Lessee.

(b) BANKRUPTCY OR INVOLVENCY OF LESSOR OR LESSEE. In the event Lessor or Lessee is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Lessor or Lessee's leasehold interest by reason by any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Lessor or Lessee to the bankrupt party, then and in any such events, Lessor or Lessee may, at its option, immediately terminate this lease, reenter said premises, upon giving of ten (10) days written notice by Lessor or Lessee, all to the extent permitted by applicable law.
(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

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(d) Acceptance of keys, advertising and re-renting by the Lessor upon the Lessee's default shall be construed only as an effort to mitigate damages by the Lessor, and not as an agreement to terminate this lease.

15. **Damage and Destruction**.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions , inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

16. **Default**.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

17. **Quiet Possession**.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

18. **Condemnation**.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority

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takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

19. **Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein require d to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

20. **Security Deposit**.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

21. **Notice**.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

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If to Landlord to:

TN International INC
6853 65th Street Ste A
Sacramento, CA 95828

If to Tenant to:

Highlands Community Charter School
1333 Grand Ave
Sacramento, CA 95838

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. **Waiver**.
No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease**.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. **Headings**.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors**.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Consent**.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Performance**.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. **Compliance with Law**.

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Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. **Final Agreement**.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. **Governing Law**.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD

TAMMY NGUYEN

DATE: 5/30/19

TENANT

Murdock Smith

DATE: 5/31/19

EXHIBIT A

LEASED PREMISES

Landlord hereby leases to Tenant the portion of the premises as set forth below

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EXHIBIT B

RENTAL SCHEDULE

Months 1 – 12	**$3,500.00 per month**

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AMENDMENT TO LEASE

THIS LEASE AMENDMENT (This " Amendment") date to be effective this 1st day of September 2022 (the "Effective Date:), is made and entered into by and between TN International INC ("Landlord" of Lessor) and doing business as Highlands Community Charter School ("Tenant").

RECITALS

A. Landlord and Tenant (collectively, the "Parties" and each, individually, a "Party") have entered into the following agreements: TN International INC (landlord) and Highland Community Charter School (tenant) (as it may have been amended the "lease")

B. Pursuant to the Lease, Tenant is leasing from Landlord certain property described therein for the purpose of school site.

C. The Parties desire to amend and modify certain continues terms of the Lease and increase extra utilities use (water, PGE and SMUD) as provided herein.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Except as otherwise defined herein, capitalized terms used in this Amendments shall have the meanings assigned to such terms in the Lease.

2 The rent to be paid by Tenant under the Lease is hereby increased by $350 per month, payable monthly to cover the cost of utilities and trash services. Starting on September 1, 2022.

3. The end of effective term of the Lease is still month to month until both notice within 90 days.

4. Except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instruments.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

TENANT: HIGHLANDS COMMUNITY CHARTER SCHOOL

By: _____
Murdock Smith

LANDLORD: TN INTERNATIONAL INC

By: _____
Tammy Nguyen

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:15:09 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 048 - 2520 33rd St.pdf 049 - 2310 Fair Oaks Blvd Suite C &C2.pdf 049 - 2310 Fair Oaks Blvd Suite D.pdf 050 - 2667 Del Paso Blvd.pdf 051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:11 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:33 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Success Vang <success.vang@hccts.org>

Fwd: Change in California CPI Feb 2024-Feb 2025

Accounts Payable Accounts Payable <ap@hccts.org> Fri, Apr 25, 2025 at 11:29 AM
To: Success Vang <success.vang@hccts.org>, AP Contracts <contracts@hccts.org>
Cc: Rich Henning <rich.henning@hccts.org>

Thanks Rich,

I have looped in @AP Contracts

De'Onna Jack

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

---------- Forwarded message ---------
From: **Rich Henning** <rich.henning@hccts.org>
Date: Thu, Apr 24, 2025 at 6:08 PM
Subject: Fwd: Change in California CPI Feb 2024-Feb 2025
To: Accounts Payable Accounts Payable <ap@hccts.org>

Here is a provision in our contract. Please update as you see fit.

Rich

Rich Henning | Director of School Services

a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283 | **c:** 916.208.7522
w: hccts.org | "It's Never Too Late..."

facebook icon twitter icon youtube icon
linkedin icon instagram icon

HIGHLANDS
COMMUNITY CHARTER SCHOOL

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---------- Forwarded message ---------
From: **Gerald Pauly** <geraldpauly@immaculateconceptionsacramento.org>
Date: Thu, Apr 24, 2025 at 12:00 PM
Subject: Change in California CPI Feb 2024-Feb 2025
To: Rich Henning <rich.henning@hccts.org>, Rev. Brian Atienza <BAtienza@scd.org>, IC Personnel <personnel@immaculateconceptionsacramento.org>

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Rich:
The attached report, issued by the California Department of Industrial Relations, shows the change in the California Consumer Price Index, February 2024 to February 2025, 3.1%. Pursuant to the agreement between Highlands and the parish, the monthly rent will increase 3.1% effective July 1, 2025. The present rent of $15,495 will increase to $15,975 per month

Gerald M. Pauly, Deacon

ConsumerPriceIndexCalculator - Feb 24-25.pdf
270K

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Consumer Price Index Calculator

1. Select an Index

California

2. Select index type

All Urban Consumers

3. Select beginning month

February

4. Select beginning year

2024

5. Select ending month

February

6. Select ending year

2025

Beginning Index Value

338.496

Ending Index Value

348.871

Based upon the Index, index type, and the time period you have specified, the percent change in the Consumer Price Index is equal to:

3.1%

How can we help you today?



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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

Fwd: Change in California CPI Feb 2023 to 2024

Rich Henning <rich.henning@hccts.org> Wed, May 22, 2024 at 3:34 PM
To: Accounts Payable Accounts Payable <ap@hccts.org>

Per our contract.

Rich Henning | Director of School Services

a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283 | **c:** 916.208.7522
w: hccts.org | "It's Never Too Late..."

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---------- Forwarded message ---------
From: **Gerald Pauly** <geraldpauly@immaculateconceptionsacramento.org>
Date: Wed, May 22, 2024 at 3:16 PM
Subject: Change in California CPI Feb 2023 to 2024
To: Rich Henning <rich.henning@hccts.org>

Mr. Henning:

Attached is a report, issued by the California Department of Industrial Relations, showing the change in the California Consumer Price Index, February 2023 to 2024, 3.3%.

Pursuant to the agreement between HIghlands and the parish, the monthly rent increases by 3.3% effective July 1, 2024. The present rent of $15,000 per month will increase to $15,495 per month.

Gerald M. Pauly, Deacon

PresentCCPIchange - CA CPI - 5-22-24.pdf
237K

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State of California
Department of Industrial Relations
http://www.dir.ca.gov/OPRL

Office of the Director- Research Unit
P.O. Box 420603, San Francisco, California 94142

CONSUMER PRICE INDEX – CALIFORNIA

Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, Riverside-San Bernardino-Ontario, United States City Average, 2023-2024

All Items
1982 - 1984 = 100

All Urban Consumers, percentage (%) change from previous year

Year	Month	California[a]	Los Angeles Long Beach Anaheim[b]	San Francisco Oakland Hayward[b]	San Diego Carlsbad[b]	Riverside San Bernardino Ontario[b]	U.S. City Average[b]
2023	January		5.8%		6.4%	7.3%	6.4%
2023	February	5.4%	5.1%	5.3%			6.0%
2023	March		3.7%		5.3%	4.6%	5.0%
2023	April	4.2%	3.8%	4.2%			4.9%
2023	May		3.2%		5.2%	3.9%	4.0%
2023	June	3.1%	2.5%	2.9%			3.0%
2023	July		2.7%		4.3%	3.4%	3.2%
2023	August	3.6%	3.3%	3.4%			3.7%
2023	September		3.2%		4.7%	4.9%	3.7%
2023	October	3.2%	2.4%	2.8%			3.2%
2023	November		2.8%		5.2%	4.3%	3.1%
2023	December	3.5%	3.5%	2.6%			3.4%
2023	Annual Average	3.9%	3.5%	3.7%	5.1%	4.7%	4.1%
2024	January		2.5%		3.8%	2.9%	3.1%
2024	February	3.3%	3.4%	2.4%			3.2%
2024	March						
2024	April						
2024	May						
2024	June						
2024	July						
2024	August						
2024	September						
2024	October						
2024	November						
2024	December						
2024	Annual Average						

Date of last update: 4/11/2024

[a] Weighted average of the consumer price indexes for Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, and Riverside-San Bernardino-Ontario. A conversion factor has been included for comparability of 2018 data with 2017 and prior years. Computed by the Department of Industrial Relations, Office of the Director - Research Unit from indexes issued by the U.S. Department of Labor.
[b] Source: U.S. Department of Labor, Bureau of Labor Statistics. Beginning with the November 2017 data, indexes for San Diego-Carlsbad will be published bi-monthly on odd months only (January, March, May, etc.). The Riverside-San Bernardino-Ontario indexes are on a December 2017 = 100 base and will be published bi-monthly on odd months only (January, March, May, etc.).

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State of California
Department of Industrial Relations
http://www.dir.ca.gov/OPRL

Office of the Director- Research Unit
P.O. Box 420603, San Francisco, California 94142

CONSUMER PRICE INDEX – CALIFORNIA

Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, Riverside-San Bernardino-Ontario, United States City Average, 2023-2024

All Items
1982 - 1984 = 100

Urban Wage Earners and Clerical Workers, percentage (%) change from previous year

Year	Month	California[a]	Los Angeles Long Beach Anaheim[b]	San Francisco Oakland Hayward[b]	San Diego Carlsbad[b]	Riverside San Bernardino Ontario[b]	U.S. City Average[b]
2023	January		5.4%		6.1%	7.0%	6.3%
2023	February	5.0%	4.7%	4.9%			5.8%
2023	March		2.8%		4.6%	4.2%	4.5%
2023	April	3.5%	3.0%	3.6%			4.6%
2023	May		2.4%		4.5%	3.5%	3.6%
2023	June	2.4%	1.6%	2.3%			2.3%
2023	July		2.0%		3.7%	3.2%	2.6%
2023	August	3.3%	2.7%	3.3%			3.4%
2023	September		2.6%		4.6%	4.9%	3.6%
2023	October	2.8%	1.8%	2.5%			3.1%
2023	November		2.2%		4.9%	4.4%	3.0%
2023	December	3.3%	3.0%	2.8%			3.3%
2023	Annual Average	3.5%	2.8%	3.3%	4.7%	4.5%	3.8%
2024	January		2.0%		3.6%	3.1%	2.9%
2024	February	3.2%	3.0%	2.9%			3.1%
2024	March						
2024	April						
2024	May						
2024	June						
2024	July						
2024	August						
2024	September						
2024	October						
2024	November						
2024	December						
2024	Annual Average						

Date of last update: 4/11/2024

[a] Weighted average of the consumer price indexes for Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, and Riverside-San Bernardino-Ontario. A conversion factor has been included for comparability of 2018 data with 2017 and prior years. Computed by the Department of Industrial Relations, Office of the Director - Research Unit from indexes issued by the U.S. Department of Labor.
[b] Source: U.S. Department of Labor, Bureau of Labor Statistics. Beginning with the November 2017 data, indexes for San Diego-Carlsbad will be published bi-monthly on odd months only (January, March, May, etc.). The Riverside-San Bernardino-Ontario indexes are on a December 2017 = 100 base and will be published bi-monthly on odd months only (January, March, May, etc.).

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS Second Amendment to Lease Agreement, is made this 1st day of July 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Immaculate Conception Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2021, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Immaculate Conception Parish property located at 3263 First Avenue, Sacramento, California 95817, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about March 31, 2022, Landlord and Tenant executed that certain First Amendment to Lease Agreement; and

WHEREAS, the parties desire to further amend the Lease Agreement pursuant to the provisions of this Second Amendment to Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 "Term." is deleted in its entirety and replaced with the following: "Term. The term of this Lease shall seven years, commencing on July 1, 2021 and ending on June 30, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1.1 shall be added as follows: "Annual Base Rent Adjustment. Effective July 1, 2024, and on each July 1st thereafter during the term of this Lease and any extension thereof, the Base Rent shall be increased by the percentage increase in the Consumer-Price-Index for California "All Urban Consumers," as published by the California Department of Industrial Relations, from February of the preceding year to February of the then current year."

DIR CPI CALCULATOR

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SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Immaculate Conception Parish, Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of Immaculate Parish-Sacramento, a Corporation sole

By: Rev. Luis Urrego, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS First Amendment to Lease Agreement, is made this 31st day of March 2022, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Immaculate Conception Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2021, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Immaculate Conception Parish property located at 3263 First Avenue, Sacramento, California 95817, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, Tenant has requested to lease an additional parking area;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective April 1, 2022, the terms of the Lease Agreement shall be modified by the addition of Paragraph 35 as follows:

"35.0 Additional Parking Area. Notwithstanding the preceding, Tenant shall lease from Landlord for a period of fifteen (15) months, that certain additional parking area identified on the attached Exhibit A to this First Amendment. Such Fifteen (15) month term shall begin April 1, 2022 and expire June 30, 2023. During this Fifteen (15) month term Tenant shall pay to Landlord, in addition to all other sums owed pursuant to the Lease Agreement, the amount of Five Thousand ($5,000.00) per month. Such sums shall be payable on the first day of each month. All provisions of the Lease Agreement shall apply to Tenant's use and obligations as regards this Additional Parking Area."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this First Amendment shall control.

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LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Immaculate Conception Parish, Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of Immaculate Parish-Sacramento, a Corporation sole

By: Rev. Luis Urrego, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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Exhibit A to Lease Amendment



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Exhibit A to Lease Amendment



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LEASE AGREEMENT

This Lease Agreement entered into as of July 1, 2021, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Immaculate Conception Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 and Pastor of Immaculate Conception Parish, Sacramento, a corporation sole (together hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of Section 4 herein, a portion of the Immaculate Conception Parish facilities located at 3263 First Avenue, Sacramento, California 95817, more specifically described as that portion of Landlord's property located on the north one-half of the block bounded by 32nd and 33rd Streets and Y Street and 1st Avenue, in Sacramento, California consisting of what was Immaculate Conception School and the adjacent playground area ("Premises"). The south one-half of the block bounded by 32nd and 33rd Streets and Y Street and lst Avenue, which includes the Church, the Parish Meeting Room known as the Marian Room, the Parish Office Building, and the Parish Rectory, and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for two years, commencing on July 1, 2021 and ending on June 30, 2023. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Fifteen-Thousand Dollars ($15,000.00) per month.

3.2 Additional Rent. Tenant shall reimburse Landlord for any and all utility costs in excess of Thirty-Six Thousand Dollars ($36,000.00) for any single lease year. Utilities shall include the following: electric, gas, water, sewer, storm drainage, street sweeping, and garbage.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance on or before the first day (1st) of the month to Immaculate Conception Parish, 3263 1st Avenue, Sacramento, CA 95817 or at another location Landlord may designate in writing.

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3.4 Payment of Additional Rent. Additional Rent shall be paid within Thirty (30) days of Landlord's presentment to Tenant of a detailed accounting of utilities expense for the applicable lease year (July 1 – June 30).

3.5 Security Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Fifteen Thousand Dollars ($15,000.00) as a Security Deposit.

3.6 Application of Security Deposit. Upon default by Tenant under this Lease, Landlord may apply the Security Deposit to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate High School Diploma classes, English Second Language classes for adult students, Citizenship classes, Early Childhood Development Courses, Recreational Activities in the gymnasium, and to provide child care services for children of those adult students while they attend classes; and no part of the Premises and appurtenant grounds (or additional areas that Tenant may have access to under paragraph 4.3 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease subject to the following:

4.2.1 Tenant shall have access to and use of the Premises Monday through Friday from 8:00 a.m. to 9:00 p.m. Notwithstanding the foregoing, Landlord shall have access to and use of the gymnasium beginning Fridays at 6:00 p.m.; and will retain the use, at all times, of the room located at the west end of the gymnasium within which Landlord shall store and display religious education materials. It is understood that Landlord will have use of Premises, except the school office, during all hours not specifically dedicated to Tenant herein, including but not limited to Sundays for religious education classes. Tenant may have use of the gymnasium, by prior arrangement with Landlord, on certain weekends when Landlord is not planning to use the gymnasium.

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4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 During its hours of operation as described in paragraph 4.2 above, Tenant and Tenant's guests shall be allowed shared use of the "Parking Area" as such is depicted on Exhibit A attached hereto, except that Tenant shall not park in those spaces specifically reserved for priests or other parish vehicles. Notwithstanding the preceding, Landlord may give Tenant not less than twenty-four (24) hours advance notice of a funeral to be held at Immaculate Conception Church, during which day such parking Area shall not be available for shared use by Tenant until Landlord has informed Tenant that such services are complete and such shared use is again restored.

4.4 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional area set forth in paragraph 4.3 above, it will restore the additional area to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the Immaculate Conception Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under

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the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared use areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord, shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include

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coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, Pastor of Immaculate Conception Parish-Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without Thirty (30) days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under Section 4.0 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not

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be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of

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commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion. Notwithstanding the foregoing, Tenant shall be allowed to place a sign on the fence in the location identified on Exhibit A, such sign content to be approved by Landlord in its reasonable discretion.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to

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any part of the award. Tenant shall, however. have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorney's fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased Premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease

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Term or any extension thereof, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord:
Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to:
Pastor
Immaculate Conception Parish
3263 1st Avenue
Sacramento, CA 95817

20.2 To Tenant:
Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

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22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Janitorial Services. Tenant shall be responsible for providing janitorial services to the Premises at Tenant's sole cost.

26.0 Landscape Maintenance. Landlord shall maintain the Landscape Areas as identified on Exhibit A at its sole cost.

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may

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commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

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LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Rev. Christopher R. Frazer

Its: Vicar General

Pastor of Immaculate Conception Parish,
Sacramento, a corporation sole

By: Rev. Luis Urrego

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California
non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

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EXHIBIT A



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EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg
Rev. Blaise Berg, S.T.D.
Vice-Chancellor

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FACILITIES USE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND
CALVARY CHRISTIAN CHURCH

THIS FACILITIES USE AGREEMENT (hereinafter "Agreement") is made and entered into as of this 1st day of July, 2022 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California nonprofit corporation (hereinafter "HIGHLANDS") and Calvary Christian Church Center of Sacramento, California (hereinafter "Calvary Christian").

I. RECITALS

WHEREAS, CALVARY CHRISTIAN is the owner of a certain real property and its main facilities are located at 2667 Del Paso Blvd., Sacramento, California 95815 (the "Facilities").

WHEREAS, HIGHLANDS and CALVARY CHRISTIAN desire to enter into this Agreement regarding HIGHLANDS' use of specific and designated locations of CALVARY CHRISTIAN's Facilities (the "Facilities") as set forth in Exhibit "A" during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and Agreements herein set forth, HIGHLANDS and CALVARY CHRISTIAN hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and CALVARY CHRISTIAN agree not to discriminate in the selection or acceptance of any student pursuant to this AGREEMENT because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this AGREEMENT shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and CALVARY CHRISTIAN while attending classes at CALVARY CHRISTIAN.

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2. Use of the Facilities.

CALVARY CHRISTIAN hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Facilities for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Facilities shall comply with all CALVARY CHRISTIAN's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the Facilities and conducting charter school activities.

A. Term. HIGHLANDS' use of the Facilities shall be for the Applicable Years as defined above. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Facilities shall not interfere with CALVARY CHRISTIAN's shared use of the Facilities, if any. CALVARY CHRISTIAN's shared use of the Facilities, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Facilities.

C. Reversion to CALVARY CHRISTIAN. Upon the expiration of this AGREEMENT by its terms, the right to use and to occupy the Facilities and its facilities, and CALVARY CHRISTIAN equipment thereon, shall revert to CALVARY CHRISTIAN.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide CALVARY CHRISTIAN with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from CALVARY CHRISTIAN, if available. Upon completion of equipment conducted by CALVARY CHRISTIAN, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Facilities that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this AGREEMENT, HIGHLANDS and CALVARY CHRISTIAN agree to conduct an inspection of the Facilities to determine that the Facilities are

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safe, adequate, and appropriate, to conduct operations. If HIGHLANDS determines that the Facilities are not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) either party may, at its sole discretion and expense, elect to do whatever is necessary to make Facilities safe or compliant or immediately give notice to terminate this Agreement.

3. Payment for Facilities Use.

CALVARY CHRISTIAN agrees to provide the Facilities to HIGHLANDS as set forth in Exhibit "A" hereto at a rate of $1.50 per square foot. For purposes of this provision the Facilities are deemed to constitute 14,961 square feet.

4. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.

Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations.

The ongoing operations and maintenance of the Facilities and its facilities shall remain the responsibility of CALVARY CHRISTIAN. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires CALVARY CHRISTIAN to perform emergency or major maintenance and repairs, HIGHLANDS shall notify CALVARY CHRISTIAN directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to CALVARY CHRISTIAN's property. CALVARY CHRISTIAN reserves the right to implement a process for submission of maintenance/ repair requests.

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6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the Facilities or otherwise alter the Facilities without CALVARY CHRISTIAN prior written consent. CALVARY CHRISTIAN approval of any improvements, including the work schedule, work hours, and modifications, shall be at CALVARY CHRISTIAN's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with CALVARY CHRISTIAN's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. CALVARY CHRISTIAN or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and CALVARY CHRISTIAN may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the Facilities at risk of physical danger or compromise. In the event CALVARY CHRISTIAN requires the cessation of work, CALVARY CHRISTIAN and HIGHLANDS will immediately meet to address CALVARY CHRISTIAN's concerns. No construction or installation will resume until CALVARY CHRISTIAN's concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2022.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to the Facilities, including security systems necessary for the access and use of the Facilities.

9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Facilities, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water

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and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the Facilities, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. CALVARY CHRISTIAN shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this AGREEMENT. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the Facilities as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Facilities, to the satisfaction of CALVARY CHRISTIAN and any governmental agencies having jurisdiction over the Facilities or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the Facilities or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, CALVARY CHRISTIAN reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the Facilities and all improvements are held by CALVARY CHRISTIAN, and shall remain in procession of CALVARY CHRISTIAN at all times.

11. Surrender of Premises.

Upon the expiration of this AGREEMENT, or any extension thereof, or termination of this AGREEMENT, HIGHLANDS shall peaceably vacate the Facilities and any and all improvements located thereon and deliver up to CALVARY CHRISTIAN in substantially the same condition as existing on the date of commencement of this AGREEMENT, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity

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accepted. HIGHLANDS shall be financially responsible for any needed repairs to the Facilities due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site or Facilities.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. CALVARY CHRISTIAN's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, CALVARY CHRISTIAN shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Facilities after the Effective Date, HIGHLANDS from, or in connection with, the CALVARY CHRISTIAN's use of the Facilities or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by CALVARY CHRISTIAN, in or about the Facilities; CALVARY CHRISTIAN's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of CALVARY CHRISTIAN, HIGHLANDS, shall indemnify, hold harmless, and defend CALVARY CHRISTIAN, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including

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legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against CALVARY CHRISTIAN, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Facilities after the Effective Date, CALVARY CHRISTIAN from, or in connection with, the HIGHLANDS' use of the Facilities or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the Facilities; HIGHLANDS' obligation to defend CALVARY CHRISTIAN and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the Facilities that promote HIGHLANDS' classes offered, subject to the approval of CALVARY CHRISTIAN. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and CALVARY CHRISTIAN will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's website will contain links connecting viewers to the website page chosen by HIGHLANDS and CALVARY CHRISTIAN.

16. Access to Inspection.

HIGHLANDS shall permit CALVARY CHRISTIAN, its agents, representatives or employees, to use Facilities during the hours the Facilities are not in use by HIGHLANDS. Further, HIGHLANDS shall permit CALVARY CHRISTIAN to enter upon the Facilities for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Facilities, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting CALVARY CHRISTIAN's oversight obligations. CALVARY CHRISTIAN shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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17. Termination.

The parties understand that implementation of this AGREEMENT is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this AGREEMENT, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

CALVARY CHRISTIAN shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of CALVARY CHRISTIAN located at the Site or the Facilities used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this AGREEMENT shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

CALVARY CHRISTIAN:
Dr. Phillip G. Goudeaux
Calvary Christian Center
2667 Del Paso Blvd.
Sacramento, CA 95815
Attention: Pastor and Founder

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or

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privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This Agreement contains the entire Agreement between the Parties and supersedes all prior discussions, negotiations and Agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this Agreement.

23. California Law.

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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27. Captions.

The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This Agreement may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and CALVARY CHRISTIAN regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the CALVARY CHRISTIAN's Executive Director and HIGHLANDS' Executive Director. Both Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with both Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the Effective Date.

By:_____ Date: October 12, 2022

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

By:_____ Date: 11-8-22

Phillip G. Goudeaux, Pastor
Calvary Christian Center

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Addendum to Standard Commercial
Multi-Tenant Lease - Gross
2310 Fair Oaks Boulevard, Suite C-2
Sacramento, CA 95825

This Addendum to Lease Agreement (the "Lease") dated for reference purposes only, August 19, 2020, is entered into by and between Pavilions South, LLC ("Lessor") and Highlands Community Charter and Technical School ("Lessee") (jointly the "Parties").

RECITALS

- Parties entered into that certain Lease dated August 19, 2020 with respect to the premises described therein as approximately 2,840 square feet gross of retail commercial space addressed at 2310 Fair Oaks Boulevard, Suite C-2 Sacramento, CA 95825 (the "Premises"), situated within the Pavilions South shopping center addressed at 2310 Fair Oaks Boulevard, Sacramento, CA 95825 (the "Shopping Center");

- **WHEREAS**, Lessor and Lessee are parties to each of the following agreements (collectively, the "Lease Agreements"), with respect to the Premises;
  - Standard Commercial Multi-Tenant Lease - Gross, August 19, 2020
  - This Addendum to Standard Commercial Multi-Tenant Lease - Gross, August 19, 2020

- Lessee has verified the size, condition, location, layout, configuration of the Premises as suitable to conduct their Business;

- Terms "Landlord" shall be interchangeable with Lessor and "Tenant" shall be interchangeable Lessee;

- Lessee has a separate lease agreement for 2310 Fair Oaks Boulevard, Suite C Sacramento, CA 95825;

- Parties desire to amend the Lease as follows:

AGREEMENT

1. Initial Lease Term: FIVE (5) years;

   a. Lease Commencement Date: upon execution of Lease;
   b. Rent Commencement Date: November 15, 2020
   c. Lease Expiration Date: August 31, 2025;
   d. Early possession of Premises and possession of Unit C shall be upon execution of Lease;
   e. Lease extension(s) along with their terms & conditions by mutual agreement between Lessor and Lessee, made at least THIRTY (30) days prior to Lease Expiration Date;

2. The initial Gross Rent (the "Rent"), including NNN and CAM, shall be: $5,680 per month, discounted, with the following rent schedule:

   - Month 1 - 12 (November 15, 2020 - October 31, 2021): $5,680 per month, gross
   - Months 13 - 24 (November 1, 2021 - October 31, 2022): $5,964 per month, gross
   - Months 25 - 36 (November 1, 2022 - October 31, 2023): $6,262.20 per month, gross
   - Months 37- 48 (November 1, 2023 - October 31, 2024): $6,575.31 per month, gross
   - Months 49 - 60 (November 1, 2024 - October 31, 2025): $6,904.08 per month, gross

3. Rent is due on the 1st of each month, and a late fee of 5% of the Rent shall be assessed if Rent is not received at Western Management Co. office by the 10th of each month, located at 1025 9th Street Suite 205, Sacramento, CA 95814;

   a. Rent checks shall be made payable to **Pavilions South, LLC.**

4. Amount due upon execution of Lease: WAIVED;

   a. SUMMARIZED AS FOLLOWS: First month's pro-rated Rent (November 15-30, 2020) in the amount of WAIVED (this First Month's Rent shall be due on or before November 1, 2020) plus Security Deposit in the amount of WAIVED;

5. Premises shall be used for educational services (the "Business");

6. Lessee is responsible for any and all common and separate utility meters, which include but are not limited to electricity, water, wastewater, sewer, gas, and garbage. Utility billing for meters that are not separately

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metered and thus mailed to Lessor or its agent, shall be pro-rated accordingly by management company, which are then to be reimbursed by Lessee;

7. Lessor will be delivering the Premises on an As-Is condition, except as provided below, and Lessee will have fully inspected the Premises prior to signing the Lease and Addendum;

    a. Lessor at his sole cost and expense shall paint the entire walls of Premises to original color, broom clean and mop floors, ensure all lights and fixtures are working properly, and at a later date of Lessee's choosing Lessor shall provide opening(s) in the adjoining walls between Premises and Suite C to provide connectivity between the two suites;
    b. Lessor shall assist Lessee by installing rod iron railing in front by walkway adjacent to Premises to allow Lessee to install their umbrella(s);
    c. Lessee, at his sole cost and expense, will do any and all Lessee's improvements, but must first seek Lessor's written consent for any such improvements, and any Lessee's improvements shall not be unreasonably withheld;
    d. Lessee shall maintain the Premises in clean and sanitary condition, and upon termination of tenancy, to surrender the Premises to Lessor in the same condition as when Lessee first took occupancy, except for ordinary wear and tear;

8. Commencing on the Lease Commencement Date, Lessee, at his sole expense, shall provide and maintain at all times required insurance, naming Lessor as additional insured.

9. MAINTENANCE, REPAIR, AND RULES. Lessee will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair. Without limiting the generality of the foregoing, Lessee shall:

    a. Not obstruct the sidewalks, entry ways, stairs, halls, which shall be used for the purposes of ingress and egress only;
    b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
    c. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, cigarette butt waste, rubbish or refuse to be deposited or permitted to stand on the exterior of any building, surface parking lot, or within the common elements. Ensure after depositing trash into dumpster bin, that dumpster lid is closed and locked at all times;
    d. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area, which may be adopted.

10. Lessee is fully responsible for their own interior janitorial services, comprehensive liability insurance (naming Lessor as additional insured), security measures/devices, and telephone, internet & computer/data wire installation and services;

11. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration. The place of arbitration shall be Sacramento, CA. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction;

12. There have been no other oral or written representations or warranties other than what is set forth in the Lease, Addendum(s), and any exhibit(s);

AGREED AND ACCEPTED:

LESSOR
Pavilions South, LLC

Moe Mohanna
Moe Mohanna (Mar 19, 2021 18:32 PDT)

[agent]

Mar 19, 2021
Date

LESSEE

Murdock Smith
Highlands Community Charter School

Mar 19, 2021
Date

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Addendum to Standard Commercial
Multi-Tenant Lease - Gross
2310 Fair Oaks Boulevard, Suite C
Sacramento, CA 95825

This Addendum to Lease Agreement (the "Lease") dated for reference purposes only, August 19, 2020, is entered into by and between Pavilions South, LLC ("Lessor") and Highlands Community Charter and Technical School ("Lessee") (jointly the "Parties").

RECITALS

- Parties entered into that certain Lease dated August 19, 2020 with respect to the premises described therein as approximately 1,560 square feet gross of retail commercial space addressed at 2310 Fair Oaks Boulevard, Suite C Sacramento, CA 95825 (the "Premises"), situated within the Pavilions South shopping center addressed at 2310 Fair Oaks Boulevard, Sacramento, CA 95825 (the "Shopping Center");

- **WHEREAS**, Lessor and Lessee are parties to each of the following agreements (collectively, the "Lease Agreements"), with respect to the Premises;
  - Standard Commercial Multi-Tenant Lease - Gross, August 19, 2020
  - This Addendum to Standard Commercial Multi-Tenant Lease - Gross, August 19, 2020

- Lessees have verified the size, condition, location, layout, configuration of the Premises as suitable to conduct their Business;

- Terms "Landlord" shall be interchangeable with Lessor and "Tenant" shall be interchangeable Lessee;

- Parties desire to amend the Lease as follows:

AGREEMENT

1. Initial Lease Term: FIVE (5) years;

   a. Lease Commencement Date: upon execution of Lease;
   b. Rent Commencement Date: September 1, 2020
   c. Lease Expiration Date: August 31, 2025;
   d. Early possession of Premises upon execution of Lease;
   e. Lease extension(s) along with their terms & conditions by mutual agreement between Lessor and Lessee, made at least THIRTY (30) days prior to Lease Expiration Date;

2. The initial Gross Rent (the "Rent"), including NNN and CAM, shall be: $3,140 per month, discounted, with the following rent schedule:

• Month 1 - 12 (September 1, 2020 - August 31, 2021):	$3,140.00 per month, gross
• Months 13 - 24 (September 1, 2021 - August 31, 2022):	$3,297.00 per month, gross
• Months 25 - 36 (September 1, 2022 - August 31, 2023):	$3,461.85 per month, gross
• Months 37- 48 (September 1, 2023 - August 31, 2024):	$3,634.94 per month, gross
• Months 49 - 60 (September 1, 2024 - August 31, 2025):	$3,816.69 per month, gross

3. Rent is due on the 1st of each month, and a late fee of 5% of the Rent shall be assessed if Rent is not received at Western Management Co. office by the 10th of each month, located at 1025 9th Street Suite 205, Sacramento, CA 95814;

   a. Rent checks shall be made payable to **Pavilions South, LLC.**

4. Amount due upon execution of Lease: $3,140.00;

   a. SUMMARIZED AS FOLLOWS: First month's Rent (September 1-31, 2020) in the amount of $3,140.00 plus Security Deposit in the amount of WAIVED;

5. Premises shall be used for educational services (the "Business");

6. Lessee is responsible for any and all common and separate utility meters, which include but are not limited to electricity, water, wastewater, sewer, gas, and garbage. Utility billing for meters that are not separately metered and thus mailed to Lessor or its agent, shall be pro-rated accordingly by management company, which are then to be reimbursed by Lessee;

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7. Lessor will be delivering the Premises on an As-Is condition, except as provided below, and Lessee will have fully inspected the Premises prior to signing the Lease and Addendum;

    a. Lessee, at his sole cost and expense, will do any and all Lessee's improvements, but must first seek Lessor's written consent for any such improvements, and any Lessee's improvements shall not be unreasonably withheld;
    b. Lessee shall have the use of any and all fixtures, equipment, furnishing, materials, products, etc belonging to Lessor (the "Trade Fixtures, Furnishing and Equipment") and located in Premises at time of possession.
        i. Please see Exhibit I for list of all Trade Fixtures, Furnishing and Equipment and which belong to Lessor and shall remain in Premises at all times, except as provided in paragraph 7c of this Addendum;
    c. Prior to any removal of any equipment, fixtures, furniture, existing improvements at Premises belonging to Landlord, Tenants must obtain written permission from the Lessor;
    d. Lessee shall maintain the Premises in clean and sanitary condition, and upon termination of tenancy, to surrender the Premises to Lessor in the same condition as when Lessee first took occupancy, except for ordinary wear and tear;

8. Commencing on the Lease Commencement Date, Lessee, at his sole expense, shall provide and maintain at all times required insurance, naming Lessor as additional insured.

9. MAINTENANCE, REPAIR, AND RULES. Lessee will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair. Without limiting the generality of the foregoing, Lessee shall:

    a. Not obstruct the sidewalks, entry ways, stairs, halls, which shall be used for the purposes of ingress and egress only;
    b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
    c. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, cigarette butt waste, rubbish or refuse to be deposited or permitted to stand on the exterior of any building, surface parking lot, or within the common elements. Ensure after depositing trash into dumpster bin, that dumpster lid is closed and locked at all times;
    d. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area, which may be adopted.

10. Lessee is fully responsible for their own interior janitorial services, comprehensive liability insurance (naming Lessor as additional insured), security measures/devices, and telephone, internet & computer/data wire installation and services;

11. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration. The place of arbitration shall be Sacramento, CA. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction;

12. There have been no other oral or written representations or warranties other than what is set forth in the Lease, Addendum(s), and any exhibit(s);

AGREED AND ACCEPTED:

LESSOR
Pavilions South, LLC

Moe Mohanna
Moe Mohanna (Mar 19, 2021 18:32 PDT)
[agent]

Mar 19, 2021
Date

LESSEE

Murdock Smith
Highlands Community Charter School

Mar 19, 2021
Date

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AIR COMMERCIAL REAL ESTATE ASSOCIATION

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease (**"Lease"**), dated for reference purposes only August 19, 2020, is made by and between Pavilions South, LLC ("Lessor") and Highlands Community Charter and Technical School ("Lessee"), (collectively the **"Parties"**, or individually a **"Party"**).

1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 2310 Fair Oaks Boulevard, Suites C & C-2, located in the City of Sacramento, County of Sacramento, State of California, with zip code 95825, as outlined on Exhibit _____ attached hereto **("Premises")** and generally described as (describe briefly the nature of the Premises): 1,560 square feet and 2,840 square feet gross of retail commercial spaces at the Pavilions South shopping center, addressed as 2310 Fair Oaks Blvd, Suites C & C-2, Sacramento, CA 95825. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises (**"Building"**)and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the **"Project."** (See also Paragraph 2)

1.2(b) **Parking**: n/a unreserved vehicle parking spaces . (See also Paragraph 2.6)

1.3 **Term**: FOUR (4) years and **("Commencement Date")** and ending August 31, 2024 **("Expiration Date")**. (See also Paragraph 3)

1.4 **Early Possession**: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon execution of Lease Agreements **("Early Possessin Date")**. (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent**: $ 3,140.00 per month **("Base Rent")**, payable on the first (1st) day of each month commencing September 1, 2020 . (See also Paragraph 4)
plus $5,680 per month commencing November 15, 2020

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph see Paragraph 2 of Addendum

1.6 **Lessee's Share of Common Area Operating Expenses**: N/A percent N/A % **("Lessee's Share")**. In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution**:

(a) **Base Rent** : $ 3,140.00 for the period Rent for September 1-30, 2020 .

(b) **Common Area Operating Expenses**: N/A for the period _____ .

(c) **Security Deposit**: $ WAIVED **("Security Deposit")**.

(d) **Other**: $ N/A for N/A .

(e) **Total Due Upon Execution of this Lease**: $ 3,140 .

1.8 **Agreed Use**: educational services (the "Business") . (See also Paragraph 6)

1.9 **Insuring Party**. Lessor is the**"Insuring Party"**. (See also Paragraph 8)

1.10 **Real Estate Brokers**: (See also Paragraph 15 and 25)

(a)**Representation**: The following real estate brokers (the **"Brokers"**) and brokerage relationships exist in this transaction (check applicable boxes):

☐ _____ represents Lessor exclusively (**"Lessor's Broker"**);

☐ _____ represents Lessee exclusively (**"Lessee's Broker"**); or

☐ _____ represents both Lessor and Lessee (**"Dual Agency"**).

(b) **Payment to Brokers**: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached separate written agreement or if no such agreement is attached, the sum of _____ or _____ % of the total Base Rent payable for the Original Term, the sum of _____ or _____ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of _____ or _____ % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

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1.11 **Guarantor**. The obligations of the Lessee under this Lease are to be guaranteed by Murdock Smith ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs Two Addendums consisiting of Paragraphs 1-12

☐ a site plan depicting the Premises; Exhibit A purposes left out.
☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☒ other (specify): Exhibit B: photos of fixture, equipment, etc belonging to Lessor, but may be used by Lessee. Lessor shall allow Lessee use of these fixtures, equipment, etc on an As-Is basis. It is understood that these fixtures, equipment are very old units and there is no assurance of their working condition. The floors are old and in need of repair, and provided on an As-Is condition.

2. **Premises**.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease**.

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date (**"Applicable Requirements"**). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with

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Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term**.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its

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obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent**.

4.1. **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Common Area Operating Expenses"**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as **-"Common Area Operating Expenses"** :

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately ~~metered.~~

(iii) The cost of trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the

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extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use**.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense,comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the

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then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed

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plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity**.

8.1 **Payment of Premium Increases**.

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), (**"Required Insurance"**), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The **"Base Premium"** shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in

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lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction**.

9.1 **Definitions**.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or

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destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes**.

10.1 **Definitions**.

(a) **"Real Property Taxes."** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by

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reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services**. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting**.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

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(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies**.

13.1 **Default; Breach**. A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had

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been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture**. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees**.

15.1 **Additional Commission**. If a separate brokerage fee agreement is attached then in addition to the payments owed pursuant to

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Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule attached to such brokerage fee agreement.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word **"days"** as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence**. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices**.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax

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machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers**.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship**.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover**. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies**. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement**. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law**. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance**.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Devise to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations,

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except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**. Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association,.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii)

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during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations**. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest**. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority**.; **Multiple Parties; Execution**.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict**. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer**. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments**. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial**. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT**.

48. **Arbitration of Disputes**. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. **Americans with Disabilities Act**. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

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049 - 2310 Fair Oaks Blvd Suite C &C2.pdf

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Sacramento, California	Executed: Sacramento, California
On: Mar 19, 2021 ,	On: Mar 19, 2021,
By LESSOR:	**By LESSEE:**
Pavilions South, LLC	Highland Community Charter and Technical School
By: Moe Mohanna (Mar 19, 2021 18:32 PDT)	By:
Name Printed: Moe Mohanna	Name Printed: Murdock Smith
Title: Manager	Title: Executive Director
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Address: 1025 9th Street, Suite 205 Sacramento, CA 95814	Address: 1333 Grand Avenue Sacramento, CA 95838
Telephone:( ) 916-447-5232	Telephone:( ) 916-335-1771
Facsimile:( )	Facsimile:( )
Email: moe@mohannadevelopment.com	Email: murdock.smith@hccts.org
Email:	Email:
Federal ID No. 47-3542490	Federal ID No. 46-1190967
BROKER:	**BROKER:**
Att:	Att:
Title:	Title:
Address:	Address:
Telephone:( )	Telephone:( )
Facsimile:( )	Facsimile:( )
Email:	Email:
Federal ID No.	Federal ID No.
Broker/Agent DRE License #:	Broker/Agent DRE License #:

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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AIR COMMERCIAL REAL ESTATE ASSOCIATION

GUARANTY OF LEASE

WHEREAS, Pavilions South, LLC, hereinafter "Lessor", and _____, hereinafter "Lessee", are about to execute a document entitled "Lease" dated _____ concerning the premises commonly known as 2310 Fair Oaks Boulevard, Suites C & C2, Sacramento, CA 95825 wherein Lessor will lease the premises to Lessee, and

WHEREAS, Murdock Smith hereinafter "Guarantors" have a financial interest in Lessee, and

WHEREAS, Lessor would not execute the Lease if Guarantors did not execute and deliver to Lessor this Guaranty of Lease.

NOW THEREFORE, in consideration of the execution of said Lease by Lessor and as a material inducement to Lessor to execute said Lease, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Lessee of all rents and all other sums payable by Lessee under said Lease and the faithful and prompt performance by Lessee of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Lessee.

It is specifically agreed by Lessor and Guarantors that: (i) the terms of the foregoing Lease may be modified by agreement between Lessor and Lessee, or by a course of conduct, and (ii) said Lease may be assigned by Lessor or any assignee of Lessor without consent or notice to Guarantors and that this Guaranty shall guarantee the performance of said Lease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Lessor to enforce any of the rights or remedies of the Lessor under said Lease.

No notice of default by Lessee under the Lease need be given by Lessor to Guarantors, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Lessor may proceed immediately against Lessee and/or against Guarantors following any breach or default by Lessee or for the enforcement of any rights which Lessor may have as against Lessee under the terms of the Lease or at law or in equity.

Lessor shall have the right to proceed against Guarantors following any breach or default by Lessee under the Lease without first proceeding against Lessee and without previous notice to or demand upon either Lessee or Guarantors.

Guarantors hereby waive (a) notice of acceptance of this Guaranty. (b) demand of payment, presentation and protest, (c) all right to assert or plead any statute of limitations relating to this Guaranty or the Lease, (d) any right to require the Lessor to proceed against the Lessee or any other Guarantor or any other person or entity liable to Lessor, (e) any right to require Lessor to apply to any default any security deposit or other security it may hold under the Lease, (f) any right to require Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantors, (g) any right of subrogation that Guarantors may have against Lessee.

Guarantors do hereby subordinate all existing or future indebtedness of Lessee to Guarantors to the obligations owed to Lessor under the Lease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.

The obligations of Lessee under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantors to do and provide the same to Lessor. The failure of the Guarantors to provide the same to Lessor shall constitute a default under the Lease.

The term "Lessor" refers to and means the Lessor named in the Lease and also Lessor's successors and assigns. So long as Lessor's interest in the Lease, the leased premises or the rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Lessor's interest shall affect the continuing obligation of Guarantors under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Lessee" refers to and means the Lessee named in the Lease and also Lessee's successors and assigns.
Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

No provision of this Guaranty or right of the Lessor can be waived, nor can the Guarantors be released from their obligations except in writing signed by the Lessor.

Any litigation concerning this Guaranty shall be initiated in a state court of competent jurisdiction in the county in which the leased premises are located and the Guarantors consent to the jurisdiction of such court. This Guaranty shall be governed by the laws of the State in which the leased premises are located and for the purposes of any rules regarding conflicts of law the parties shall be treated as if they were all residents or domiciles of such State.

In the event any action be brought by said Lessor against Guarantors hereunder to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to full reimburse all attorney's fees reasonably incurred.

If any Guarantor is a corporation, partnership, or limited liability company, each individual executing this Guaranty on said entity's behalf represents and warrants that he or she is duly authorized to execute this Guaranty on behalf of such entity.

If this Form has been filled in, it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the AIR Commercial Real Estate Association, the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Form or the transaction relating thereto.

Executed at: 1333 Grand Avenue, Sacramento, CA 95838
On: Mar 19, 2021
Address: Sacramento

"GUARANTORS"

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MM

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

January 16, 2025

Highlands Community Charter & Tech
Murdoc Smith
1332 Grand Avenue
Sacramento, CA 95838

RE: 2025 **Revised** Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. The purpose of this letter is to revise the estimated expenses for 2025 based on an error. Please update your monthly Estimated Operating Expenses for 2025 based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $268.41

Your Base Year is 2023. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 725	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$729,419.66
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,237,250.71
* Property Management Fee	$720,424.33
Administration	$516,628.98
Total Expense	$6,405,878.96
Base Year 2023	$5,910,359.00
Increase in Expense over Base Year	$495,519.96
Prorata Share: 0.65%	
Total Monthly Amount Due	**$268.41**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

January 16, 2025

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

RE: 2025 **Revised** Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. The purpose of this letter is to revise the estimated expenses for 2025 based on an error. Please update your monthly Estimated Operating Expenses for 2025 based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $233.66

Your Base Year is 2022. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 735	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$729,419.66
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,237,250.71
* Property Management Fee	$720,424.33
Administration	$516,628.98
Total Expense	$6,405,878.96
Base Year 2022	$5,796,327.20
Increase in Expense over Base Year	$609,551.76
Prorata Share: 0.46%	
Total Monthly Amount Due	**$233.66**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

January 16, 2025

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

RE: 2025 **Revised** Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. The purpose of this letter is to revise the estimated expenses for 2025 based on an error. Please update your monthly Estimated Operating Expenses for 2025 based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $269.22

Your Base Year is 2022. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 1275	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$729,419.66
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,237,250.71
* Property Management Fee	$720,424.33
Administration	$516,628.98
Total Expense	$6,405,878.96
Base Year 2022	$5,796,327.20
Increase in Expense over Base Year	$609,551.76
Prorata Share: 0.53%	
Total Monthly Amount Due	**$269.22**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

January 16, 2025

Highlands Community Charter & Tech
Murdoc Smith
1334 Grand Avenue
Sacramento, CA 95838

RE: 2025 **Revised** Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. The purpose of this letter is to revise the estimated expenses for 2025 based on an error. Please update your monthly Estimated Operating Expenses for 2025 based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $272.54

Your Base Year is 2023. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 550	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$729,419.66
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,237,250.71
* Property Management Fee	$720,424.33
Administration	$516,628.98
Total Expense	$6,405,878.96
Base Year 2023	$5,910,359.00
Increase in Expense over Base Year	$495,519.96
Prorata Share: 0.66%	
Total Monthly Amount Due	**$272.54**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

December 23, 2024

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

RE: 2025 Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2025 are effective as of January 1, 2025. Based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $321.64

Your Base Year is 2022. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 1275	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$784,310.51
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,239,306.28
* Property Management Fee	$782,157.77
Administration	$516,628.98
Total Expense	$6,524,558.83
Base Year 2022	$5,796,327.20
Increase in Expense over Base Year	$728,231.63
Prorata Share 0.53%	
Total Monthly Amount Due	**$321.64**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

December 23, 2024

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

RE: 2025 Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2025 are effective as of January 1, 2025. Based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $279.16

Your Base Year is 2022. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 735	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$784,310.51
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,239,306.28
* Property Management Fee	$782,157.77
Administration	$516,628.98
Total Expense	$6,524,558.83
Base Year 2022	$5,796,327.20
Increase in Expense over Base Year	$728,231.63
Prorata Share 0.46%	
Total Monthly Amount Due	**$279.16**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

December 23, 2024

Highlands Community Charter & Tech
Murdoc Smith
1334 Grand Avenue
Sacramento, CA 95838

RE: 2025 Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2025 are effective as of January 1, 2025. Based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $337.81

Your Base Year is 2023. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 550	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$784,310.51
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,239,306.28
* Property Management Fee	$782,157.77
Administration	$516,628.98
Total Expense	$6,524,558.83
Base Year 2023	$5,910,359.00
Increase in Expense over Base Year	$614,199.83
Prorata Share 0.66%	
Total Monthly Amount Due	**$337.81**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

December 23, 2024

Highlands Community Charter & Tech
Murdoc Smith
1332 Grand Avenue
Sacramento, CA 95838

RE: 2025 Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2025 are effective as of January 1, 2025. Based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $332.69

Your Base Year is 2023. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 725	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$784,310.51
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,239,306.28
* Property Management Fee	$782,157.77
Administration	$516,628.98
Total Expense	$6,524,558.83
Base Year 2023	$5,910,359.00
Increase in Expense over Base Year	$614,199.83
Prorata Share 0.65%	
Total Monthly Amount Due	**$332.69**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

December 19, 2023

Highlands Community Charter & Tech
Murdoc Smith
1334 Grand Avenue
Sacramento, CA 95838

Re: 2024 Estimated Operating Expenses
555 Capitol Mall Suite 550, Sacramento CA

Dear Tenant:

We recently completed the 2024 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2024 are effective as of January 1, 2024. Based on the attached schedule, please remit the following:

- 2024 Estimated Operating Expenses due monthly **in addition to your Base Rent** beginning January 2024: **$139.88**

Your Base Year is 2023. In the spring of 2024, we will prepare the reconciliation of the 2023 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to contact our office should you have any questions, (916) 444-2000.

Sincerely,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2024 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 550	Jan - Dec 24
Expense	
Elevator	$ 55,660.00
HVAC	$ 117,411.00
* Janitorial	$ 710,813.33
Repairs & Maintenance	$ 834,712.85
Security	$ 413,261.00
Taxes & Insurance	$ 1,689,907.29
* Utilities	$ 1,221,070.54
* Property Management Fee	$ 676,192.98
Administration	$ 497,038.60
Total Expense	$ 6,216,067.59
Base Year 2023	$ 5,961,740.56
Increase in Expense over Base Year	$ 254,328.03
Prorata Share: 0.66%	
Total Monthly Amount Due	**$ 139.88**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

DocuSign Envelope ID: CF30743A-3CBA-478D-B770-0C59F9FED892

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "**Third Amendment**") is made this _____ day of July, 2023 between **555 CAP PARTNERS, LP**, a Delaware limited partnership **("Landlord")** and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant").**

A. WHEREAS, Landlord and Tenant entered into a Lease dated June 11, 2021, as amended by the First Amendment to Lease dated June 26, 2021 and as amended by that certain Second Amendment (the "**Original Second Amendment**") dated August 24, 2022, and the Amended and Restated Amendment to Lease ("**Second Amendment**") dated January 4, 2023 (collectively, the "**Lease**") for those certain premises containing approximately **2,070** rentable square feet located at 555 Capitol Mall, Suite 1275, Sacramento, California (the "**Original Premises**") and Expansion Space containing approximately **1,804** rentable square feet described as Suite 735 of the Building (the "**Expansion Premises**") and the Second Expansion Premises containing approximately 2,534 rentable square feet, described as Suite 725 ("**Second Expansion Premises**"), as more fully described in the Lease. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Lease.

B. WHEREAS, Tenant has requested to expand to space containing approximately **2,568** rentable square feet described as Suite 550 of the Building (the "**Third Expansion Premises**"), as shown on the attached Exhibit A and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

1. **THIRD EXPANSION PREMISES.** From and after the Third Expansion Premises Effective Date (defined below), the Premises, as defined in the Lease, shall be approximately **2,070** rentable square feet of space in Suite 1275, **1,804** rentable square feet in Suite 735, **2,534** rentable square feet of space in Suite 725, and **2,568** rentable square feet of space in Suite 550 of the Building, and from and after the Third Expansion Premises Effective Date, the Original Premises together with the Expansion Premises, the Second Expansion Premises and the Third Expansion Premises shall be deemed the "**Premises**", as defined in the Lease and as used herein. The Third Expansion Premises is subject to all the terms and conditions of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements other financial concessions granted with respect to the Original Premises, Expansion Premises or the Second Expansion Premises unless such concessions are expressly provided for herein with respect to the Third Expansion Premises.

2. **THIRD EXPANSION PREMISES EFFECTIVE DATE.** The Third Expansion Premises Effective Date shall be August 1, 2023 **("Third Expansion Premises Effective Date")**.

3. **THIRD EXPANSION PREMISES TERM**. The term of the Lease for the Third Expansion Premises shall commence on August 1, 2023, and continue for a period of twenty-four (24) months.

4. **THIRD EXPANSION PREMISES EXPIRATION**. The Lease for the Third Expansion Space shall terminate on July 31, 2025 ("**Third Expansion Premises Expiration Date**").

5. **BASE RENT.** Notwithstanding anything to the contrary contained in the Lease, effective as of the Third Expansion Premises Effective Date, Monthly Base Rent for the Third Expansion Premises only shall be as follows:

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Period	Monthly Base Rent per Rentable Square Foot	Total Monthly Base Rent for Third Expansion Premises
8/1/2023 – 9/30/2023	$3.19	$8,191.92
10/1/2023 – 9/30/2024	$3.29	$8,448.72
10/1/2024 – 7/31/2025	$3.38	$8,679.84

All such Monthly Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby.

6. **SECURITY DEPOSIT.** Landlord is currently holding a Security Deposit in the amount of $23,446.18. An additional $8,564.92 shall be due for the Third Expansion Premises upon execution of the Second Amendment. Tenant's Security Deposit for the entire Premises shall be $32,011.10.

7. **PARKING DENSITY.** Tenant shall be allotted an additional five (5) unreserved parking stalls, per the terms of Exhibit F in the Original Lease.

8. **TENANT IMPROVEMENTS.** Landlord, at Landlord's sole cost and expense, shall perform the following Tenant Improvements in the Third Expansion Premises as shown on Exhibit A. Tenant shall accept the Premises in as-is condition except as follows:

- New Carpet and Paint using Building Standard materials.
- Add Tenant name to suite sign and elevator lobby directory.

9. **BASE YEAR.** Effective as of the Third Expansion Premises Effective Date, the Base Year for the Third Expansion Premises shall be 2023. The Base Year for the Second Expansion Space shall remain 2023. The Based Year for the Original Premises and the Expansion Premises shall remain 2022.

10. **TENANT'S PROPORTIONATE SHARE.** Effective as of the Third Expansion Premises Effective Date, Tenant's Proportionate Share of the Building and Project for the Third Expansion Premises shall be 0.66%. Tenant's Total Proportionate Share of the Building and Project shall be 2.3%.

11. **RIGHT OF FIRST OFFER.** Following Landlord's first leasing of the Offer Space (as defined below) after the Commencement Date of this Lease, Tenant shall have a one-time right of first offer (the "**Offer Right**") with respect to the approximately **1,608** rentable square feet of the Building which is located adjacent to Suite 1275 and shown attached hereto as **Exhibit B** and currently referred to as Suite 1255 (the "**Offer Space**"). Tenant's Offer Right shall be exercised as follows: at any time after Landlord has determined that the Offer Space has become Available (defined below), but prior to leasing the Offer Space to a party other than the existing tenant thereto, Landlord shall advise Tenant (the "Advice") of the terms under which Landlord is prepared to lease the Offer Space to Tenant. For purposes hereof, the Offer Space shall be deemed to become "Available" if, following Landlord's first leasing of the Offer Space following the date of this Lease, Landlord determines that the existing tenant of such Offer Space will not extend or renew the term of its lease, or enter into a new lease for the Offer Space and Landlord intends to offer the Offer Space for lease to the public. Tenant may lease the Offer Space in its entirety only, under the terms set forth in the Advice, by delivering written notice of exercise to Landlord (the "Notice of Exercise") within five (5) days after the date of the Advice, except that Tenant shall have no such Offer Right and Landlord need not provide Tenant with an Advice with respect to the Offer Space, if:

Tenant is in default under this Lease at the time that Landlord would otherwise deliver the Advice; or

a.) the Premises, or any portion thereof, is sublet at the time Landlord would otherwise deliver the Advice; or

b.) this Lease has been assigned prior to the date Landlord would otherwise deliver the Advice; or

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c.) Tenant is not occupying the Premises on the date Landlord would otherwise deliver the Advice; or

d.) the Offer Space is not intended for the exclusive use of Tenant during the Term; or

e.) the existing tenant in the Offer Space is interested in extending or renewing its lease for the Offer Space or entering into a new lease for the Offer Space.

The term for the Offer Space shall commence upon the commencement date stated in the Advice and thereupon such Offer Space shall be considered a part of the Premises, provided that all of the terms stated in the Advice, including the termination date set forth in the Advice, shall govern Tenant's leasing of the Offer Space and only to the extent that they do not conflict with the Advice, the terms and conditions of this Lease shall apply to the Offer Space. Tenant shall pay Monthly Installment of Rent, Tenant's Proportionate Share of Expenses and Taxes and any other additional rent for the Offer Space in accordance with the terms and conditions of the Advice.

The Offer Space (including improvements and personality, if any) shall be accepted by Tenant in its condition and as-built configuration existing on the earlier of the date Tenant takes possession of the Offer Space or the date the term for such Offer Space commences, unless the Advice specifies work to be performed by Landlord in the Offer Space, in which case Landlord shall perform such work in the Offer Space. If Landlord is delayed delivering possession of the Offer Space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of such space, and the commencement of the term for the Offer Space shall be postponed until the date Landlord delivers possession of the Offer Space to Tenant free from occupancy by any party.

The rights of Tenant hereunder with respect to the Offer Space shall terminate on the earlier to occur of: (i) twelve (12) months prior to the Termination Date for Suite 1255; (ii) Tenant's failure to exercise its Offer Right within the five (5) business days from receiving written notice from Landlord of the availability; and (iii) the date Landlord would have provided Tenant the Advice if Tenant had not been in violation of one or more of the conditions set forth herein.

If Tenant exercises its Offer Right, Landlord shall prepare an amendment (the "**Offer Space Amendment**") adding the Offer Space to the Premises on the terms set forth in the Advice and reflecting the changes in the Monthly Installment of Rent, rentable square footage of the Premises, Tenant's Proportionate Share and other appropriate terms. A copy of the Offer Space Amendment shall be sent to Tenant within a reasonable time after Landlord's receipt of the Notice of Exercise executed by Tenant, and Tenant shall execute and return the Offer Space Amendment to Landlord within fifteen (15) days thereafter, but an otherwise valid exercise of the Offer Right shall be fully effective whether or not the Offer Space Amendment is executed.

If Tenant exercises its Offer Right, and provides a fully executed lease for the Offer Space, at Tenant's election, the Lease as it relates to Suite 550 only may be terminated effective on the Commencement Date of the Offer Space.

Notwithstanding anything herein to the contrary, Tenant's Offer Right is subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option or otherwise) of any tenant of the Building existing on the date hereof.

Except as expressly modified above, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment as of the date first written above.

LANDLORD:

555 CAP PARTNERS, LP,
a Delaware limited partnership

By: 555 Partners GP, LLC, a California limited liability company, General Partner

By: Pac West Office Equities, LP, a California limited partnership, Sole Member

By: PW GP, LP, a California limited partnership, General Partner

By: PW Lead, LLC, a California limited liability company, General Partner

By: DocuSigned by: Dan Confer 8/1/2023
Daniel Confer, Investment Committee Chair

By: DocuSigned by: 7/31/2023
Larry Allbaugh, Investment Committee Member

TENANT:

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,
a California nonprofit organization

Murdock Smith, Executive Director

{2038-0058/00085051;}

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EXHIBIT A

THIRD EXPANSION PREMISES
SUITE 550

This Exhibit is attached to and made a part of the Lease by and between **555 CAP PARTNERS, LP,** a Delaware limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

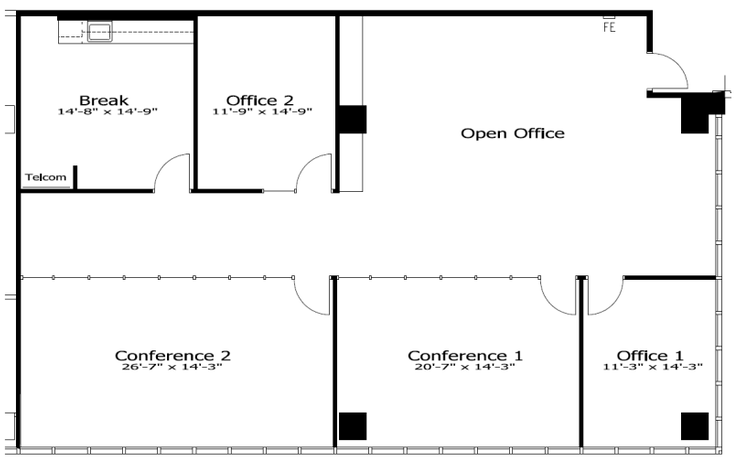

Suite 550

555 Capitol Mall
Sacramento, California

2,568 rsf 11/3/22

I4237.H67

0 8 16

Nielsen & Associates Architects

1731 East Roseville Parkway
Roseville, CA 95661
(916) 781-6800

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EXHIBIT B

OFFER SPACE
(SUITE 1255)

This Exhibit is attached to and made a part of the Lease by and between **555 CAP PARTNERS, LP,** a Delaware limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

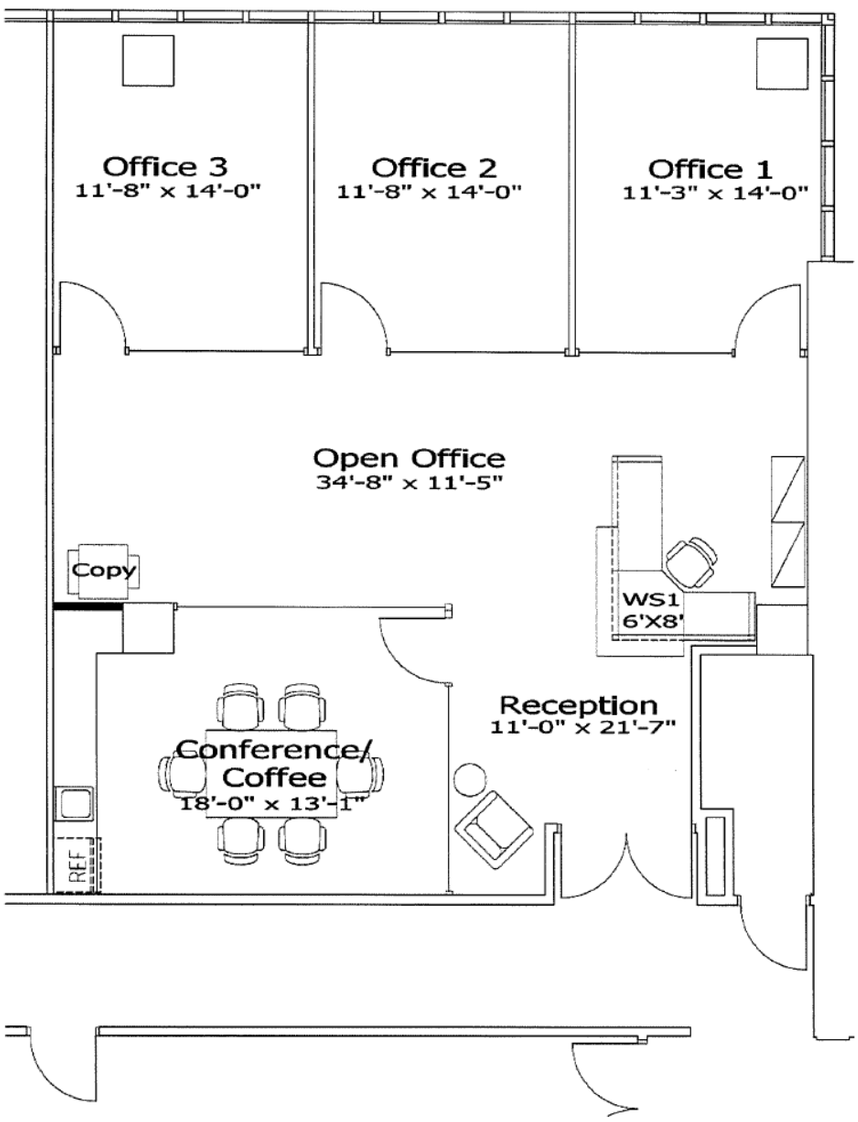

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DocuSign

Certificate Of Completion

Envelope Id: CF30743A3CBA478DB7700C59F9FED892
Status: Completed
Subject: Complete with DocuSign: HCCTS Third Amendment Ste. 550.pdf, Econ Summary - 555capma - Highlands...
Source Envelope:
Document Pages: 7
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Nick Whittemore
555 Capitol Mall Ste 900
Sacramento, CA 95814-4606
NicholasWhittemore@buzzoates.com
IP Address: 23.124.79.145

Record Tracking

Status: Original
7/31/2023 1:38:08 PM
Holder: Nick Whittemore
NicholasWhittemore@buzzoates.com
Location: DocuSign

Signer Events	Signature	Timestamp
Larry Allbaugh Larryallbaugh@buzzoates.com Investment Member Security Level: Email, Account Authentication (None)	DocuSigned by: 10FD451923FA45B... Signature Adoption: Drawn on Device Using IP Address: 23.124.79.145	Sent: 7/31/2023 1:41:43 PM Viewed: 7/31/2023 2:52:52 PM Signed: 7/31/2023 2:53:02 PM
Electronic Record and Signature Disclosure: Accepted: 3/22/2023 10:05:00 AM ID: cb4bbadd-82b9-4de2-9231-aaf3f2c3016a		
Dan Corfee dcorfee@prefcap.com Managing Member Security Level: Email, Account Authentication (None)	DocuSigned by: Dan Corfee BFA63A339EF54C6... Signature Adoption: Pre-selected Style Using IP Address: 73.235.140.130 Signed using mobile	Sent: 7/31/2023 2:53:03 PM Viewed: 8/1/2023 6:51:05 AM Signed: 8/1/2023 6:51:54 AM
Electronic Record and Signature Disclosure: Accepted: 8/1/2023 6:51:05 AM ID: 90a7e87d-dc5a-4d65-b94f-3588e5cf592a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2023 1:41:43 PM
Certified Delivered	Security Checked	8/1/2023 6:51:05 AM

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Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/1/2023 6:51:54 AM
Completed	Security Checked	8/1/2023 6:51:54 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Electronic Record and Signature Disclosure created on: 6/14/2022 3:49:27 PM
Parties agreed to: Larry Allbaugh, Dan Corfee

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Buzz Oates Construction Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Buzz Oates Construction Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: htapia@buzzoates.com

To advise Buzz Oates Construction Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at htapia@buzzoates.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Buzz Oates Construction Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to htapia@buzzoates.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Buzz Oates Construction Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to htapia@buzzoates.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Buzz Oates Construction Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Buzz Oates Construction Inc during the course of your relationship with Buzz Oates Construction Inc.

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RUBICON
PROPERTY MANAGEMENT

December 19, 2023

Highlands Community Charter & Tech
Murdoc Smith
1332 Grand Avenue
Sacramento, CA 95838

Re: 2024 Estimated Operating Expenses
555 Capitol Mall Suite 725, Sacramento CA

Dear Tenant:

We recently completed the 2024 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2024 are effective as of January 1, 2024. Based on the attached schedule, please remit the following:

- 2024 Estimated Operating Expenses due monthly **in addition to your Base Rent** beginning January 2024: **$137.76**

Your Base Year is 2023. In the spring of 2024, we will prepare the reconciliation of the 2023 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to contact our office should you have any questions, (916) 444-2000.

Sincerely,

Erin Keema
Project Director

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555 Capitol Mall
Sacramento, CA
2024 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 725	Jan - Dec 24
Expense	
Elevator	$ 55,660.00
HVAC	$ 117,411.00
* Janitorial	$ 710,813.33
Repairs & Maintenance	$ 834,712.85
Security	$ 413,261.00
Taxes & Insurance	$ 1,689,907.29
* Utilities	$ 1,221,070.54
* Property Management Fee	$ 676,192.98
Administration	$ 497,038.60
Total Expense	$ 6,216,067.59
Base Year 2023	$ 5,961,740.56
Increase in Expense over Base Year	$ 254,326.03
Prorata Share: 0.65%	
Total Monthly Amount Due	**$ 137.76**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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AMENDED AND RESTATED SECOND AMENDMENT TO LEASE

THIS AMENDED AND RESTATED SECOND AMENDMENT TO LEASE (this "**Second Amendment**") is made this 4th day of January, 2023 between **555 CAP PARTNERS, LP**, a Delaware limited partnership as successor-in-interest to **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership (**"Landlord")** and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant").**

A. **WHEREAS**, Landlord and Tenant entered into a Lease dated June 11, 2021, as amended by the First Amendment to Lease dated June 26, 2021 and as amended by that certain Second Amendment (the "**Original Second Amendment**") dated August 24, 2022 (collectively, the "**Lease**") for those certain premises containing approximately **2,070** rentable square feet located at 555 Capitol Mall, Suite 1275, Sacramento, California (the "**Original Premises**") and expansion space containing approximately **1,804** rentable square feet described as Suite 735 of the Building (the "**Expansion Premises**"), as more fully described in the Lease. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Lease.

B. **WHEREAS,** Landlord and Tenant desire to amend and restate the Original Second Amendment in its entirety as provided in this Amendment.

C. **WHEREAS,** Tenant has requested to expand to space containing approximately **2,534** rentable square feet described as Suite 725 of the Building (the "**Second Expansion Premises**"), as shown on the attached Exhibit A and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

1. **SECOND EXPANSION PREMISES.** From and after the Second Expansion Premises Effective Date (defined below), the Premises, as defined in the Lease, shall be approximately **2,070** rentable square feet of space in Suite 1275, **1,804** rentable square feet in Suite 735 and **2,534** rentable square feet of space in Suite 725 of the Building, and from and after the Second Expansion Premises Effective Date, the Original Premises together with the Expansion Premises shall be deemed the "Premises", as defined in the Lease and as used herein. The Second Expansion Premises is subject to all the terms and condition of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements other financial concessions granted with respect to the Original Premises or Expansion Premises unless such concessions are expressly provided for herein with respect to the Second Expansion Premises.

2. **SECOND EXPANSION PREMISES EFFECTIVE DATE.** The **"Second Expansion Premises Effective Date"** shall be January 1, 2023.

3. **SECOND EXPANSION PREMISES TERM**. The term of the Lease for the Second Expansion Premises shall be coterminous with the Original Lease and the Lease Expiration Date for the Second Expansion Premises shall be September 30, 2027.

4. **BASE RENT:** Notwithstanding anything to the contrary contained in the Lease, effective as of the Second Expansion Premises Effective Date, Monthly Base Rent for the Second Expansion Premises only shall be as follows:

Period	Monthly Base Rent per Rentable Square Foot	Total Monthly Base Rent for Second Expansion Premises
1/1/2023 – 2/28/23	$0.00	$0.00
3/1/2023 – 9/30/2023	$3.19	$8,083.46
10/1/2023 – 9/30/2024	$3.29	$8,336.86
10/1/2024 – 9/30/2025	$3.38	$8,564.92
10/1/2025 – 9/30/2026	$3.49	$8,843.66
10/1/2026 – 9/30/2027	$3.59	$9,097.06

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All such Monthly Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby.

So long as Tenant is not in default under the Lease, as amended hereby, Tenant shall be entitled to an abatement of Monthly Base Rent with respect to the Second Expansion Premises in the amount of $8,083.46 for the first two (2) months of the Second Expansion Premises Term. The maximum total amount of Monthly Base Rent abated with respect to the Second Expansion Premises in accordance with the foregoing shall equal $16,166.92 (the "**Abated Monthly Base Rent**"). If Tenant defaults under the Lease, as amended hereby, at any time during the Term and fails to cure such default within any applicable cure period under the Lease, then all Abated Monthly Base Rent shall immediately become due and payable.

5. **SECURITY DEPOSIT.** Landlord is currently holding a Security Deposit in the amount of $14,439.12. An additional $9,097.06 shall be due for the Second Expansion Premises upon execution of the Second Amendment. Tenant's Security Deposit for the entire Premises shall be $23,536.18.

6. **PARKING DENSITY.** Tenant shall be allotted an additional five (5) unreserved parking stalls, per the terms of Exhibit F in the Original Lease.

7. **TENANT IMPROVEMENTS.** Landlord, at Landlord's sole cost and expense, shall perform the following Tenant Improvements in the Second Expansion Premises as shown on Exhibit A. Tenant improvement shall be Turn-key as further defined in Exhibit B.

- Update HVAC to the current Building Standard system.
- Replace lights with Building Standard LED lighting.
- New Carpet, LVT, Millwork and Paint using Building Standard materials.
- Add Tenant name to suite sign and elevator lobby directory.
- Add or relocate up to six (6) electrical outlets with data drops.

8. **BASE YEAR.** Effective as of the Second Expansion Premises Effective Date, the Base Year for the Second Expansion Premises shall be 2023. The Base Year for the Original Premises and the Expansion Premises shall remain 2022.

9. **TENANT'S PROPORTIONATE SHARE.** Effective as of the Second Expansion Premises Effective Date, Tenant's Proportionate Share of the Building and Project for the Second Expansion Premises shall be 0.65%. Tenant's Proportionate Share of the Building and Project for the Original Premises and Expansion Premises shall remain 0.99%.

10. **RIGHT OF FIRST OFFER.** As of the date of execution of this Second Amendment, Paragraph 10 of the First Amendment shall be null and void. Tenant shall continue to have a Right of First Offer on Suite 1255, in the event the Suite becomes available Tenant shall have a one-time option to Terminate the Lease for Suite 725 and Lease Suite 1255 as long as Tenant is not in default.

Except as expressly modified above, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the parties hereto have entered into this Amended and Restate Second Amendment as of the date first written above.

LANDLORD:

555 CAP PARTNERS, LP,
a Delaware limited partnership

By: 555 Partners GP, LLC, a California limited liability company, General Partner

By: Pac West Office Equities, LP, a California limited partnership, Sole Member

By: PW GP, LP, a California limited partnership, General Partner

By: PW Lead, LLC, a California limited liability company, General Partner

By: _____
Daniel Corfee, Investment Committee Chair

By: _____
Larry Allbaugh, Investment Committee Member

TENANT:

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,
a California nonprofit organization

_____
Murdock Smith, Executive Director

{2038-0058/00085051;}

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EXHIBIT A

SECOND EXPANSION PREMISES
SUITE 725

This Exhibit is attached to and made a part of the Lease by and between **555 CAP PARTNERS, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

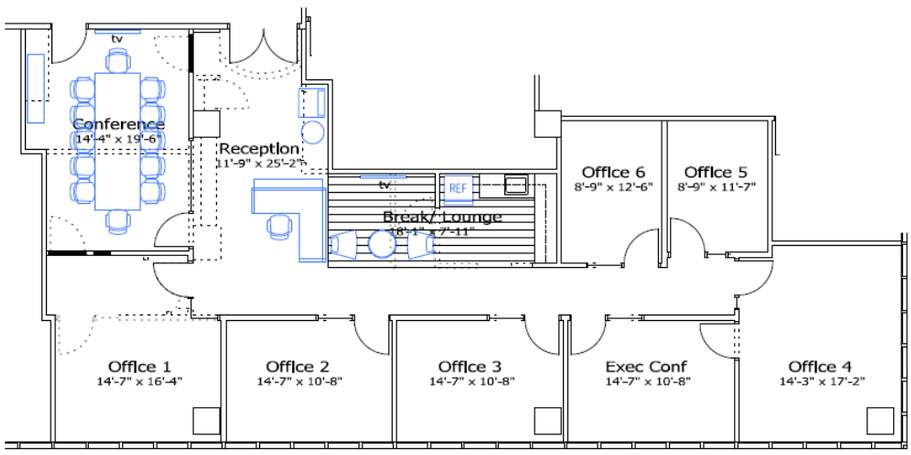

Highlands
555 Capitol Mall, Suite 725
Sacramento, California
Scheme B 2,534 rsf July 15, 2022
22179.H08

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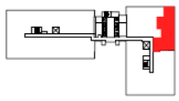

Nielsen & Associates Architects
1731 East Roseville Parkway
Roseville, CA 95661
(916) 781-6800

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EXHIBIT B

LEASE IMPROVEMENT AGREEMENT

This Lease Improvement Agreement ("**Improvement Agreement**") sets forth the terms and conditions relating to construction of the initial tenant improvements described in the Plans referred to below (the "**Tenant Improvements**") in the Premises. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease (the "**Lease**") to which this Improvement Agreement is attached and forms a part.

1. Plans and Specifications.

1.1. Landlord shall construct the Tenant Improvements in the Premises pursuant to the **Space Plan dated July 15, 2022** (collectively, the "**Plans**"). Tenant shall make no changes or modifications to the Plans or submit any change orders without the prior written approval of Landlord.

1.2. Notwithstanding Landlord's review and approval of the Plans, Landlord shall have no responsibility or liability whatsoever for any errors or omissions contained in the Plans, or to verify dimensions or conditions, or for the quality, design or compliance with applicable Regulations of any improvements described therein or constructed in the Premises. Landlord shall assign to Tenant all warranties and guarantees by the contractor who constructs the Tenant Improvements relating to the Tenant Improvements, and Tenant hereby waives all claims against Landlord relating to, or arising out of the construction of, the Tenant Improvements.

2. Specifications for Standard Tenant Improvements.

2.1. Specifications and quantities of standard building components which will comprise and be used in the construction of the Tenant Improvements ("**Standards**") are set forth in **Schedule 1** to this **Exhibit** B. As used herein, "**Standards**" or "**Building Standards**" shall mean the standards for a particular item selected from time to time by Landlord for the Building, including those set forth on **Schedule 1** of this **Exhibit B**, or such other standards of equal or better quality as may be mutually agreed between Landlord and Tenant in writing.

2.2. No deviations from the Standards are permitted.

3. Construction of Tenant Improvements.

3.1. Promptly upon the execution of this Improvement Agreement, Landlord shall secure a building permit and commence construction of the Tenant Improvements provided that Tenant shall cooperate with Landlord in executing permit applications and performing other actions reasonably necessary to enable Landlord to obtain any required permits or certificates of occupancy. Landlord shall not be liable for any direct or indirect damages suffered by Tenant as a result of delays in construction beyond Landlord's reasonable control, including, but not limited to, delays due to strikes or unavailability of materials or labor, or delays caused by Tenant (including delays by the contractor or anyone else performing services on behalf of Landlord or Tenant).

3.2. If any work is to be performed on the Premises by Tenant or Tenant's contractor or agents:

(a) Such work shall proceed upon Landlord's written approval of Tenant's contractor, public liability and property damage insurance carried by Tenant's contractor, and detailed plans and specifications for such work shall be at Tenant's sole cost and expense, and shall further be subject to the provisions of Paragraphs 7.1 and 7.3 of the Lease.

(b) All work shall be done in conformity with a valid building permit when required, a copy of which shall be furnished to Landlord before such work is commenced, and in any case, all such work shall be performed in accordance with all applicable Regulations. Notwithstanding any failure by Landlord to object to any such work, Landlord shall have no responsibility for Tenant's failure to comply with all applicable Regulations.

(c) If required by Landlord or any lender of Landlord, all work by Tenant or Tenant's contractor or agents shall be done with union labor in accordance with all union labor agreements applicable to the trades being employed.

(d) All work by Tenant or Tenant's contractor or agents shall be scheduled through Landlord.

(e) Tenant or Tenant's contractor or agents shall arrange for necessary utility, hoisting and elevator service with Landlord's contractor and shall pay such reasonable charges for such services as may be charged by Tenant's or Landlord's contractor.

(f) Tenant's entry to the Premises for any purpose, including, without limitation, inspection or performance of Tenant construction by Tenant's agents, prior to the date Tenant's obligation to pay rent commences shall be subject to all the terms and conditions of the Lease except the payment of Rent. Tenant's entry shall mean entry by Tenant, its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors.

(g) Tenant shall promptly reimburse Landlord upon demand for any reasonable expense actually incurred by the Landlord by reason of faulty work done by Tenant or its contractors or by reason of any delays caused by such work, or by reason of inadequate clean-up.

4. Completion and Rental Commencement Date.

4.1. Tenant's obligation to pay Rent under the Lease shall commence on the applicable date described in Paragraph 3 of the Lease. However:

(a) If Tenant delays in approving any matter requiring Tenant's approval within the time

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limits specified herein; or

(b) If the construction period is extended because Tenant requests any changes in construction or modifies the Plans or if the same do not comply with applicable Regulations; or

(c) If Landlord is otherwise delayed in the construction of the Tenant Improvements for any act or omission of or breach by Tenant or anyone performing services on behalf of Tenant or on account of any work performed on the Premises by Tenant or Tenant's contractors or agents,then the date described in Paragraph 2 of the Lease shall be deemed to be accelerated by the total number of days of Tenant delays described in (a) through (c) above (each, a "**Tenant Delay**"), calculated in accordance with the provisions of Paragraph 4.2 below.

4.2. If the Term of the Lease has not already commenced pursuant to the provisions of Paragraph 2 of the Lease and substantial completion of the Tenant Improvements has been delayed on account of any Tenant Delays, then upon actual substantial completion of the Tenant Improvements (as defined in Paragraph 2 of the Lease), Landlord shall notify Tenant in writing of the date substantial completion of the Tenant Improvements would have occurred but for such Tenant Delays, and such date shall thereafter be deemed to be the Term Commencement Date for all purposes under the Lease. Tenant shall pay to Landlord, within three (3) business days after receipt of such written notice (which notice shall include a summary of Tenant Delays), the per diem Base Rent times the number of days between the date the Term Commencement Date would have otherwise occurred but for the Tenant Delays (as determined by Landlord's contractor), and the date of actual substantial completion of the Tenant Improvements.

4.3. Promptly after substantial completion of the Tenant Improvements, Landlord shall give notice to Tenant and Tenant shall conduct an inspection of the Premises with a representative of Landlord and develop with such representative of Landlord a punchlist of items, if any, of the Tenant Improvements that are not complete or that require correction. Upon receipt of such punchlist, Landlord shall proceed diligently to remedy such items at Landlord's cost and expense provided such items are part of the Tenant Improvements to be constructed by Landlord hereunder and are otherwise consistent with Landlord's obligations under this Improvement Agreement (with any dispute between Landlord and Tenant pertaining thereto to be resolved by Landlord's architect or general contractor). Substantial completion shall occur notwithstanding delivery of any such punchlist.

4.4. A default under this Improvement Agreement shall constitute a default under the Lease, and the parties shall be entitled to all rights and remedies under the Lease in the event of a default hereunder by the other party (notwithstanding that the Term thereof has not commenced).

Without limiting the "as-is" provisions of the Lease, except for the Tenant Improvements to be constructed by Landlord pursuant to this Improvement Agreement, Tenant accepts the Premises in its "as-is" condition and acknowledges that it has had an opportunity to inspect the Premises prior to signing the Lease

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SCHEDULE 1
TO EXHIBIT B

BUILDING STANDARDS

WALL CONSTRUCTION

A. **Interior Partition Walls:** Standard partition walls consist of 2 1/2" -20 gauge metal studs 24" on center with 5/8" thick gypsum board. Walls shall be constructed to meet ceiling grid.

B. **Demising Walls (Tenant to Tenant) and Walls of Conference Room:** Standard partition walls consist of 3 5/8" - 20 gauge metal studs 24" on center with 5/8" thick gypsum board. Walls shall be constructed 6" above ceiling grid and insulated.

C. **Suite to Corridor Walls:** Walls are to be constructed of 3 5/8" 20 gauge metal studs, fire rated as required per code, with a one layer of Type X gypsum board on each side of the studs. Insulation shall be included. Tunnel construction techniques are to be used. Wall heights typical 8'-6" A.F.F. Drywall shall not extend beyond 9'-0" A.F.F. without the written consent of Building Management.

D. **Plenum:** Under no circumstances shall wood or any other non-fire rated material be allowed in the plenum. Encapsulating the material is not acceptable. Any such existing material must be removed. If tenant's plans include such materials and these materials are not identified with the approval plans submitted to Building Management, it does not nullify this policy and the tenant will not be allowed to install the non-conforming material. There are no exceptions to this policy.

E. **Wall and Ceiling texture:** All walls and ceilings shall be taped smooth and are to receive a finish level to match existing. Tenant is allowed to upgrade to a level 5 at their own expense. No specialty wall finishes such as plaster, brick or murals shall be done without Building Management's approval, and shall be at the tenant's expense.

DOORS & INTERIORS

A. Main Tenant Entry Doors: All tenant entry doors shall be solid core cherry, one hour rated typical size 8'-4", except for 15th floor which are typically 8'-11". Sidelights may be installed upon review and acceptance of Building Management. Glass to be full height and meet all fire and use codes. Wire glass will not be permitted.

B. Any new interior doors shall match existing. Expanded sidelites at offices and conference room shall be frames in AAF. Conference room glass to be butt joint.

FRAMES

A. Door Frames shall be either 1 ½" or 2" (depending upon location) AAF or AFI dark bronze frames or equal and meet all applicable code requirements.

HARDWARE

A. All hardware used in applications of common corridors (suite entry and exits) shall be Schlage L90XX Mortise lock, finish: oil rubbed bronze, and shall meet all applicable code and access requirements.

B. All interior suite door hardware to be passage and match existing.

C. If interior locks are required (this is above building standard), they shall be ND Series Lever "Sparta", design 17.

D. All doors in fire rated corridors shall include required hardware for code and access requirements, including closures and smoke seals.

E. All locking hardware shall be equipped with Schlage "E" keyway and "O" bitted.

CEILING SYSTEMS

A. Existing ceiling tile shall remain and damaged tiles will be replaced as necessary.

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WINDOW COVERINGS

A. The building standard shades are the following specifications:

1. MechoShade brand
2. Manual Rollers
3. M5 clutch
4. Color: Euroveil 6013- Bronze shade fabric
5. Continuous 36” Black Fascia
6. Black Steel Chain

B. No window coverings are provided for interior offices or corridors.

WINDOW FILM

A. Brand: Llumar, Product: R-35 SR CDF, Color: Silver.

FLOORING

A. Broadloom - Shaw Contract Group, Style Names/Numbers: Stitch 5A075 and Stitch Grid 5A076, 34 oz/sq yd.

B. Carpet Tile - Shaw Contract Group, Style Names/Numbers: No Rules Collection, Direction 5T071, Reverse 5T069 or Shape 5T070.

C. Vinyl Luxury Tile – Shaw Hard Surface, Uncommon Ground 4 0187V or 6 0188V (workrooms/breakrooms) shall be installed in Work/Break room.

WALL BASE

A. Building Standards for base are Burke (4”) rubber base in soft surface areas and 4" coved base in all hard surface areas.

PAINT

A. No VOC or low VOC paints. The paint shall be a premium grade paint produced by Sherman Williams or equivalent. Building Management shall approve any proposed equals ahead of time.

B. New surfaces shall receive (1) one coat of primer and a minimum of (2) coats of interior eggshell paint. Tenant may choose up to three (3) paint colors.

C. All paints shall be applied by roller method. No spray painting is allowed. Ceilings and other appropriate areas are to be cut in with a brush.

D. The finishing of doors, cabinets, moulding and millwork or any other items similar shall be done off site. No finishing using odor causing materials can be done on site.

E. All paint and or primer is to be strained, on site, immediately prior to use.

F. The back of the window line of building columns are to be painted to match interior colors.

G. The window line ceiling soffit is to be painted acoustic white only.

HVAC

A. The HVAC shall be zoned to provide typical service for an office building (i.e., approximately one zone per 800 usable square feet).

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B. The HVAC within the Premises shall be air balanced upon completion of the tenant improvements.

ELECTRICAL

A. Each new office shall be equipped with one standard duplex 110 volt outlet, one standard fourplex 110 volt outlet, and one data cut-in with pull string.

Service and Metering:

Service enters the building below grade into the main electrical room. Power consists of a 4000 amp 277/480 volt 3 phase 4 wire service. Each Tower (East & West) is then served by 2000 amp copper bus duct riser accessed via Riser Rooms located at each Floor. Fused disconnects are installed at each Riser Room, with Transformer and Distribution Panels serving each Tenant.

Distribution:

All wiring required for Tenant shall be installed per governing codes. All wiring shall be contained in conduit, no exposed wiring is acceptable. Reuse of any existing distribution panels, conduit, or wiring is strictly subject to the prior approval of Building Management. Calculations supporting loads, conductor capacity, and panel configurations may be required of the Tenant as a condition of reuse. New panels shall be located in accordance with Building Management requirements. Permanent phenalic tags shall be provided on panels. Typed breaker labels inside panels with circuits identical to approved electrical drawings shall also be provided. Transformers shall also be permanently identified per Building Management requirements.

Distribution Panels provided by Tenant shall have identified spares, in quantities agreed to by Building Management. All wiring for lighting shall be configured and located in dedicated panel for integration into BAS control.

Low Voltage:

Any existing cabling, not labeled and identified by Building Management to be reused, shall be removed as part of the improvements to Tenant Spaces. All new wiring shall be in accordance with governing codes and to be used in return air plenums and/or fire rated conditions (plenum fire rated cabling). Wiring shall be labeled with schedules provided to Building Management upon conclusion of work.

Light Fixtures:

A. Building standard light fixtures are: Lithonia Lighting Avante 2AVL 2x4 LED Direct/Indirect, color temperature to be 4000K and shall comply with the most current Title 24 requirements.

B. Under cabinet fluorescent lighting in break rooms.

Unless previously agreed to by Building Management, incandescent lighting shall not to be used in the building.

Any lighting master switches are to be installed at each entry door to the suite and are to be F.E. RFS0-7 remote Control Switch, otherwise all lighting shall be controlled by motion sensors (below list). Bypass opportunities shall be identified in approval plans and agreed to by Building Management. See previous note under Distribution for requirements to configure power wiring for lighting into dedicated panel for integration into BAS.

Motion Sensors:

1. Leviton Ceiling mount #ODCOS, ODC1O and ODC20.
2. Leviton Power Pack #ODP20-070.
3. Leviton 2 pole sensor SB-002-0DSOD-20A, to be used when ceiling mount sensors are not necessary.

Exit Lights/Emergency Lights

An adequate number of emergency lights to allow safe egress during a power outage shall be installed.

Prescolite Edge Lit lights (Evenlite EGACG Series, single face = EGACGlWBANAT) shall be installed unless otherwise agreed to by Building Management. Reuse of any existing lights shall not be allowed unless expressly agreed to by Building Management.

FIRE PROTECTION

The building is fully sprinklered with a supervised wet fire sprinkler and standpipe system utilizing steel piping. Existing piping shall remain. Any relocation of sprinkler heads shall be conducted under the close supervision and coordination with Building Management.

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Hard wired, supervised, smoke and heat detectors are installed. Any modification to these shall be coordinated with Building Management. Care and protection of these has been discussed in earlier section. Any new devices required shall be integrated into existing main FACP, using protocols and device numbering per Building Management. All costs to accomplish this work shall be borne by Tenant.

MILLWORK

A. Wilsonart or equal plastic laminate cabinets and counters with white melamine interiors. If Tenant chooses to upgrade countertops to Corian, Tenant shall pay for such upgrade.

ADDITIONAL INCLUSIONS:

A. Dedicated outlet for copier

B. Hold open for one side of the double door entry

EXCLUSIONS (Tenant Responsibilities):

Exclusions to the build out shall include, but shall not be limited to, the following items:

A. Telephone/computer cabling and equipment; cardkey and security systems.

B. Any and all free-standing furniture including reception desk, side tables appliances and lobby seating furniture.

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SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "**Second Amendment**") is made this 24th day of August, 2022 between **555 CAP PARTNERS, LP**, a Delaware limited partnership as successor-in-interest to **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership (**"Landlord")** and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant").**

A. WHEREAS, Landlord and Tenant entered into a Lease dated June 11, 2021, as amended by the First Amendment to Lease dated June 26, 2021 (collectively, the "**Lease**") for those certain premises containing approximately **2,070** rentable square feet located at 555 Capitol Mall, Suite 1275, Sacramento, California (the "**Original Premises**") and expansion space containing approximately **1,804** rentable square feet described as Suite 735 of the Building (the "**Expansion Premises**"), as more fully described in the Lease. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Lease.

B. WHEREAS, Tenant has requested to expand to space containing approximately **2,534** rentable square feet described as Suite 725 of the Building (the "**Second Expansion Premises**"), as shown on the attached Exhibit A and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

1. SECOND EXPANSION PREMISES. From and after the Second Expansion Premises Effective Date (defined below), the Premises, as defined in the Lease, shall be approximately **2,070** rentable square feet of space in Suite 1275, **1,804** rentable square feet in Suite 735 and **2,534** rentable square feet of space in Suite 725 of the Building, and from and after the Second Expansion Premises Effective Date, the Original Premises together with the Expansion Premises shall be deemed the "Premises", as defined in the Lease and as used herein. The Second Expansion Premises is subject to all the terms and condition of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements other financial concessions granted with respect to the Original Premises or Expansion Premises unless such concessions are expressly provided for herein with respect to the Second Expansion Premises.

2. SECOND EXPANSION PREMISES EFFECTIVE DATE. The **"Second Expansion Premises Effective Date"** shall be November 1, 2022, or upon Substantial Completion of the Tenant Improvements. Substantial Completion (defined below) of the Second Expansion Premises The "**Substantial Completion**" shall be defined as the point in time at which the Tenant Improvements specified for the Second Expansion Premises have been completed with the exception of minor punch list items such as touch-up painting and similar items that do not affect Tenant's ability to occupy, enjoy and fully utilize the Second Expansion Premises for the permitted use, as set forth in the Lease. The definition of Substantial Completion shall also define the terms "**Substantially Completed**" and "**Substantially Complete**." Landlord shall, as practicable, provide Tenant with fifteen (15) days prior notice of the date on which Landlord anticipates delivering the Second Expansion Premises to Tenant with the Tenant Improvements Substantially Completed.

3. SECOND EXPANSION PREMISES TERM. The term of the Lease for the Second Expansion Premises shall be coterminous with the Original Lease and the Lease Expiration Date for the Second Expansion Premises shall be September 30, 2027.

4. BASE RENT: Notwithstanding anything to the contrary contained in the Lease, effective as of the Second Expansion Premises Effective Date, Monthly Base Rent for the Second Expansion Premises only shall be as follows:

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Period	Monthly Base Rent per Rentable Square Foot	Total Monthly Base Rent for Second Expansion Premises
11/1/2022 – 12/31/22	$0.00	$0.00
1/1/2023 – 9/30/2023	$3.19	$8,083.46
10/1/2023 – 9/30/2024	$3.29	$8,336.86
10/1/2024 – 9/30/2025	$3.38	$8,564.92
10/1/2025 – 9/30/2026	$3.49	$8,843.66
10/1/2026 – 9/30/2027	$3.59	$9,097.06

All such Monthly Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby.

So long as Tenant is not in default under the Lease, as amended hereby, Tenant shall be entitled to an abatement of Monthly Base Rent with respect to the Second Expansion Premises in the amount of $8,083.46 for the first two (2) months of the Second Expansion Premises Term. The maximum total amount of Monthly Base Rent abated with respect to the Second Expansion Premises in accordance with the foregoing shall equal $16,166.92 (the "**Abated Monthly Base Rent**"). If Tenant defaults under the Lease, as amended hereby, at any time during the Term and fails to cure such default within any applicable cure period under the Lease, then all Abated Monthly Base Rent shall immediately become due and payable.

5. **SECURITY DEPOSIT.** Landlord is currently holding a Security Deposit in the amount of $14,439.12. An additional $9,097.06 shall be due for the Second Expansion Premises upon execution of the Second Amendment. Tenant's Security Deposit for the entire Premises shall be $23,536.18.

6. **PARKING DENSITY.** Tenant shall be allotted an additional five (5) unreserved parking stalls, per the terms of Exhibit F in the Original Lease.

7. **TENANT IMPROVEMENTS.** Landlord, at Landlord's sole cost and expense, shall perform the following Tenant Improvements in the Second Expansion Premises as shown on Exhibit A. Tenant improvement shall be Turn-key as further defined in Exhibit B.

- Update HVAC to the current Building Standard system.
- Replace lights with Building Standard LED lighting.
- New Carpet, LVT, Millwork and Paint using Building Standard materials.
- Add Tenant name to suite sign and elevator lobby directory.
- Add or relocate up to six (6) electrical outlets with data drops.

8. **BASE YEAR.** Effective as of the Second Expansion Premises Effective Date, the Base Year for the Second Expansion Premises shall be 2023. The Base Year for the Original Premises and the Expansion Premises shall remain 2022.

9. **TENANT'S PROPORTIONATE SHARE.** Effective as of the Second Expansion Premises Effective Date, Tenant's Proportionate Share of the Building and Project for the Second Expansion Premises shall be 0.65%. Tenant's Proportionate Share of the Building and Project for the Original Premises and Expansion Premises shall remain 0.99%.

10. **RIGHT OF FIRST OFFER.** As of the date of execution of this Second Amendment, Paragraph 10 of the First Amendment shall be null and void. Tenant shall continue to have a Right of First Offer on Suite 1255, in the event the Suite becomes available Tenant shall have a one-time option to Terminate the Lease for Suite 725 and Lease Suite 1255 as long as Tenant is not in default.

Except as expressly modified above, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment as of the date first written above.

LANDLORD:

555 CAP PARTNERS, LP,
a Delaware limited partnership

By: 555 Partners GP, LLC, a California limited liability company, General Partner

By: Pac West Office Equities, LP, a California limited partnership, Sole Member

By: PW GP, LP, a California limited partnership, General Partner

By: PW Lead, LLC, a California limited liability company, General Partner

DocuSigned by:
By: Dan Corfee
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Daniel Corfee, Investment Committee Chair

8/27/2022

DocuSigned by:
By: [signature]
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Larry Allbaugh, Investment Committee Member

TENANT:

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,
a California nonprofit organization

[signature]
Murdock Smith, Executive Director

{2038-0058/00085051;}

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EXHIBIT A

SECOND EXPANSION PREMISES
SUITE 725

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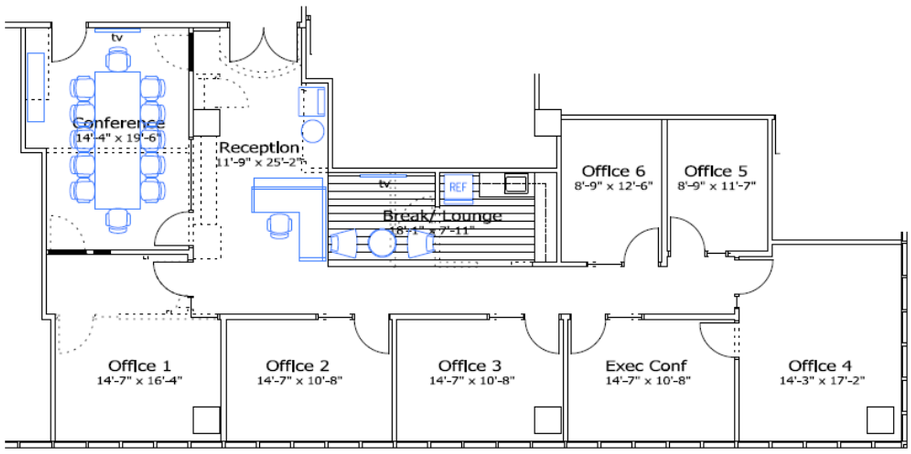

Highlands
555 Capitol Mall, Suite 725
Sacramento, California
Scheme B 2,534 rsf July 15, 2022
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Nielsen & Associates Architects
1731 East Roseville Parkway
Roseville, CA 95661
(916) 781-0800

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EXHIBIT B

LEASE IMPROVEMENT AGREEMENT

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1.2. Notwithstanding Landlord's review and approval of the Plans, Landlord shall have no responsibility or liability whatsoever for any errors or omissions contained in the Plans, or to verify dimensions or conditions, or for the quality, design or compliance with applicable Regulations of any improvements described therein or constructed in the Premises. Landlord shall assign to Tenant all warranties and guarantees by the contractor who constructs the Tenant Improvements relating to the Tenant Improvements, and Tenant hereby waives all claims against Landlord relating to, or arising out of the construction of, the Tenant Improvements.

2. Specifications for Standard Tenant Improvements.

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2.2. No deviations from the Standards are permitted.

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3.1. Promptly upon the execution of this Improvement Agreement, Landlord shall secure a building permit and commence construction of the Tenant Improvements provided that Tenant shall cooperate with Landlord in executing permit applications and performing other actions reasonably necessary to enable Landlord to obtain any required permits or certificates of occupancy. Landlord shall not be liable for any direct or indirect damages suffered by Tenant as a result of delays in construction beyond Landlord's reasonable control, including, but not limited to, delays due to strikes or unavailability of materials or labor, or delays caused by Tenant (including delays by the contractor or anyone else performing services on behalf of Landlord or Tenant).

3.2. If any work is to be performed on the Premises by Tenant or Tenant's contractor or agents:

(a) Such work shall proceed upon Landlord's written approval of Tenant's contractor, public liability and property damage insurance carried by Tenant's contractor, and detailed plans and specifications for such work shall be at Tenant's sole cost and expense, and shall further be subject to the provisions of Paragraphs 7.1 and 7.3 of the Lease.

(b) All work shall be done in conformity with a valid building permit when required, a copy of which shall be furnished to Landlord before such work is commenced, and in any case, all such work shall be performed in accordance with all applicable Regulations. Notwithstanding any failure by Landlord to object to any such work, Landlord shall have no responsibility for Tenant's failure to comply with all applicable Regulations.

(c) If required by Landlord or any lender of Landlord, all work by Tenant or Tenant's contractor or agents shall be done with union labor in accordance with all union labor agreements applicable to the trades being employed.

(d) All work by Tenant or Tenant's contractor or agents shall be scheduled through Landlord.

(e) Tenant or Tenant's contractor or agents shall arrange for necessary utility, hoisting and elevator service with Landlord's contractor and shall pay such reasonable charges for such services as may be charged by Tenant's or Landlord's contractor.

(f) Tenant's entry to the Premises for any purpose, including, without limitation, inspection or performance of Tenant construction by Tenant's agents, prior to the date Tenant's obligation to pay rent commences shall be subject to all the terms and conditions of the Lease except the payment of Rent. Tenant's entry shall mean entry by Tenant, its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors.

(g) Tenant shall promptly reimburse Landlord upon demand for any reasonable expense actually incurred by the Landlord by reason of faulty work done by Tenant or its contractors or by reason of any delays caused by such work, or by reason of inadequate clean-up.

4. Completion and Rental Commencement Date.

4.1. Tenant's obligation to pay Rent under the Lease shall commence on the applicable date described in Paragraph 3 of the Lease. However:

(a) If Tenant delays in approving any matter requiring Tenant's approval within the time

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limits specified herein; or

(b) If the construction period is extended because Tenant requests any changes in construction or modifies the Plans or if the same do not comply with applicable Regulations; or

(c) If Landlord is otherwise delayed in the construction of the Tenant Improvements for any act or omission of or breach by Tenant or anyone performing services on behalf of Tenant or on account of any work performed on the Premises by Tenant or Tenant's contractors or agents,then the date described in Paragraph 2 of the Lease shall be deemed to be accelerated by the total number of days of Tenant delays described in (a) through (c) above (each, a "**Tenant Delay**"), calculated in accordance with the provisions of Paragraph 4.2 below.

4.2. If the Term of the Lease has not already commenced pursuant to the provisions of Paragraph 2 of the Lease and substantial completion of the Tenant Improvements has been delayed on account of any Tenant Delays, then upon actual substantial completion of the Tenant Improvements (as defined in Paragraph 2 of the Lease), Landlord shall notify Tenant in writing of the date substantial completion of the Tenant Improvements would have occurred but for such Tenant Delays, and such date shall thereafter be deemed to be the Term Commencement Date for all purposes under the Lease. Tenant shall pay to Landlord, within three (3) business days after receipt of such written notice (which notice shall include a summary of Tenant Delays), the per diem Base Rent times the number of days between the date the Term Commencement Date would have otherwise occurred but for the Tenant Delays (as determined by Landlord's contractor), and the date of actual substantial completion of the Tenant Improvements.

4.3. Promptly after substantial completion of the Tenant Improvements, Landlord shall give notice to Tenant and Tenant shall conduct an inspection of the Premises with a representative of Landlord and develop with such representative of Landlord a punchlist of items, if any, of the Tenant Improvements that are not complete or that require correction. Upon receipt of such punchlist, Landlord shall proceed diligently to remedy such items at Landlord's cost and expense provided such items are part of the Tenant Improvements to be constructed by Landlord hereunder and are otherwise consistent with Landlord's obligations under this Improvement Agreement (with any dispute between Landlord and Tenant pertaining thereto to be resolved by Landlord's architect or general contractor). Substantial completion shall occur notwithstanding delivery of any such punchlist.

4.4. A default under this Improvement Agreement shall constitute a default under the Lease, and the parties shall be entitled to all rights and remedies under the Lease in the event of a default hereunder by the other party (notwithstanding that the Term thereof has not commenced).

Without limiting the "as-is" provisions of the Lease, except for the Tenant Improvements to be constructed by Landlord pursuant to this Improvement Agreement, Tenant accepts the Premises in its "as-is" condition and acknowledges that it has had an opportunity to inspect the Premises prior to signing the Lease

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SCHEDULE 1
TO EXHIBIT B

BUILDING STANDARDS

WALL CONSTRUCTION

A. **Interior Partition Walls:** Standard partition walls consist of 2 1/2" -20 gauge metal studs 24" on center with 5/8" thick gypsum board. Walls shall be constructed to meet ceiling grid.

B. **Demising Walls (Tenant to Tenant) and Walls of Conference Room:** Standard partition walls consist of 3 5/8" - 20 gauge metal studs 24" on center with 5/8" thick gypsum board. Walls shall be constructed 6" above ceiling grid and insulated.

C. **Suite to Corridor Walls:** Walls are to be constructed of 3 5/8" 20 gauge metal studs, fire rated as required per code, with a one layer of Type X gypsum board on each side of the studs. Insulation shall be included. Tunnel construction techniques are to be used. Wall heights typical 8'-6" A.F.F. Drywall shall not extend beyond 9'-0" A.F.F. without the written consent of Building Management.

D. **Plenum:** Under no circumstances shall wood or any other non-fire rated material be allowed in the plenum. Encapsulating the material is not acceptable. Any such existing material must be removed. If tenant's plans include such materials and these materials are not identified with the approval plans submitted to Building Management, it does not nullify this policy and the tenant will not be allowed to install the non-conforming material. There are no exceptions to this policy.

E. **Wall and Ceiling texture:** All walls and ceilings shall be taped smooth and are to receive a finish level to match existing. Tenant is allowed to upgrade to a level 5 at their own expense. No specialty wall finishes such as plaster, brick or murals shall be done without Building Management's approval, and shall be at the tenant's expense.

DOORS & INTERIORS

A. Main Tenant Entry Doors: All tenant entry doors shall be solid core cherry, one hour rated typical size 8'-4", except for 15th floor which are typically 8'-11". Sidelights may be installed upon review and acceptance of Building Management. Glass to be full height and meet all fire and use codes. Wire glass will not be permitted.

B. Any new interior doors shall match existing. Expanded sidelites at offices and conference room shall be frames in AAF. Conference room glass to be butt joint.

FRAMES

A. Door Frames shall be either 1 ½" or 2" (depending upon location) AAF or AFI dark bronze frames or equal and meet all applicable code requirements.

HARDWARE

A. All hardware used in applications of common corridors (suite entry and exits) shall be Schlage L90XX Mortise lock, finish: oil rubbed bronze, and shall meet all applicable code and access requirements.

B. All interior suite door hardware to be passage and match existing.

C. If interior locks are required (this is above building standard), they shall be ND Series Lever "Sparta", design 17.

D. All doors in fire rated corridors shall include required hardware for code and access requirements, including closures and smoke seals.

E. All locking hardware shall be equipped with Schlage "E" keyway and "O" bitted.

CEILING SYSTEMS

A. Existing ceiling tile shall remain and damaged tiles will be replaced as necessary.

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WINDOW COVERINGS

A. The building standard shades are the following specifications:

1. MechoShade brand
2. Manual Rollers
3. M5 clutch
4. Color: Euroveil 6013- Bronze shade fabric
5. Continuous 36” Black Fascia
6. Black Steel Chain

B. No window coverings are provided for interior offices or corridors.

WINDOW FILM

A. Brand: Llumar, Product: R-35 SR CDF, Color: Silver.

FLOORING

A. Broadloom - Shaw Contract Group, Style Names/Numbers: Stitch 5A075 and Stitch Grid 5A076, 34 oz/sq yd.

B. Carpet Tile - Shaw Contract Group, Style Names/Numbers: No Rules Collection, Direction 5T071, Reverse 5T069 or Shape 5T070.

C. Vinyl Luxury Tile – Shaw Hard Surface, Uncommon Ground 4 0187V or 6 0188V (workrooms/breakrooms) shall be installed in Work/Break room.

WALL BASE

A. Building Standards for base are Burke (4”) rubber base in soft surface areas and 4" coved base in all hard surface areas.

PAINT

A. No VOC or low VOC paints. The paint shall be a premium grade paint produced by Sherman Williams or equivalent. Building Management shall approve any proposed equals ahead of time.

B. New surfaces shall receive (1) one coat of primer and a minimum of (2) coats of interior eggshell paint. Tenant may choose up to three (3) paint colors.

C. All paints shall be applied by roller method. No spray painting is allowed. Ceilings and other appropriate areas are to be cut in with a brush.

D. The finishing of doors, cabinets, moulding and millwork or any other items similar shall be done off site. No finishing using odor causing materials can be done on site.

E. All paint and or primer is to be strained, on site, immediately prior to use.

F. The back of the window line of building columns are to be painted to match interior colors.

G. The window line ceiling soffit is to be painted acoustic white only.

HVAC

A. The HVAC shall be zoned to provide typical service for an office building (i.e., approximately one zone per 800 usable square feet).

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B. The HVAC within the Premises shall be air balanced upon completion of the tenant improvements.

ELECTRICAL

A. Each new office shall be equipped with one standard duplex 110 volt outlet, one standard fourplex 110 volt outlet, and one data cut-in with pull string.

Service and Metering:

Service enters the building below grade into the main electrical room. Power consists of a 4000 amp 277/480 volt 3 phase 4 wire service. Each Tower (East & West) is then served by 2000 amp copper bus duct riser accessed via Riser Rooms located at each Floor. Fused disconnects are installed at each Riser Room, with Transformer and Distribution Panels serving each Tenant.

Distribution:

All wiring required for Tenant shall be installed per governing codes. All wiring shall be contained in conduit, no exposed wiring is acceptable. Reuse of any existing distribution panels, conduit, or wiring is strictly subject to the prior approval of Building Management. Calculations supporting loads, conductor capacity, and panel configurations may be required of the Tenant as a condition of reuse. New panels shall be located in accordance with Building Management requirements. Permanent phenalic tags shall be provided on panels. Typed breaker labels inside panels with circuits identical to approved electrical drawings shall also be provided. Transformers shall also be permanently identified per Building Management requirements.

Distribution Panels provided by Tenant shall have identified spares, in quantities agreed to by Building Management. All wiring for lighting shall be configured and located in dedicated panel for integration into BAS control.

Low Voltage:

Any existing cabling, not labeled and identified by Building Management to be reused, shall be removed as part of the improvements to Tenant Spaces. All new wiring shall be in accordance with governing codes and to be used in return air plenums and/or fire rated conditions (plenum fire rated cabling). Wiring shall be labeled with schedules provided to Building Management upon conclusion of work.

Light Fixtures:

A. Building standard light fixtures are: Lithonia Lighting Avante 2AVL 2x4 LED Direct/Indirect, color temperature to be 4000K and shall comply with the most current Title 24 requirements.

B. Under cabinet fluorescent lighting in break rooms.

Unless previously agreed to by Building Management, incandescent lighting shall not to be used in the building.

Any lighting master switches are to be installed at each entry door to the suite and are to be F.E. RFS0-7 remote Control Switch, otherwise all lighting shall be controlled by motion sensors (below list). Bypass opportunities shall be identified in approval plans and agreed to by Building Management. See previous note under Distribution for requirements to configure power wiring for lighting into dedicated panel for integration into BAS.

Motion Sensors:

1. Leviton Ceiling mount #ODCOS, ODC1O and ODC20.
2. Leviton Power Pack #ODP20-070.
3. Leviton 2 pole sensor SB-002-0DSOD-20A, to be used when ceiling mount sensors are not necessary.

Exit Lights/Emergency Lights

An adequate number of emergency lights to allow safe egress during a power outage shall be installed.

Prescolite Edge Lit lights (Evenlite EGACG Series, single face = EGACGlWBANAT) shall be installed unless otherwise agreed to by Building Management. Reuse of any existing lights shall not be allowed unless expressly agreed to by Building Management.

FIRE PROTECTION

The building is fully sprinklered with a supervised wet fire sprinkler and standpipe system utilizing steel piping. Existing piping shall remain. Any relocation of sprinkler heads shall be conducted under the close supervision and coordination with Building Management.

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Hard wired, supervised, smoke and heat detectors are installed. Any modification to these shall be coordinated with Building Management. Care and protection of these has been discussed in earlier section. Any new devices required shall be integrated into existing main FACP, using protocols and device numbering per Building Management. All costs to accomplish this work shall be borne by Tenant.

MILLWORK

A. Wilsonart or equal plastic laminate cabinets and counters with white melamine interiors. If Tenant chooses to upgrade countertops to Corian, Tenant shall pay for such upgrade.

ADDITIONAL INCLUSIONS:

A. Dedicated outlet for copier

B. Hold open for one side of the double door entry

EXCLUSIONS (Tenant Responsibilities):

Exclusions to the build out shall include, but shall not be limited to, the following items:

A. Telephone/computer cabling and equipment; cardkey and security systems.

B. Any and all free-standing furniture including reception desk, side tables appliances and lobby seating furniture.

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RUBICON
PROPERTY MANAGEMENT

December 19, 2023

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

Re: 2024 Estimated Operating Expenses
555 Capitol Mall Suite 735, Sacramento CA

Dear Tenant:

We recently completed the 2024 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2024 are effective as of January 1, 2024. Based on the attached schedule, please remit the following:

- 2024 Estimated Operating Expenses due monthly **in addition to your Base Rent** beginning January 2024: **$160.90**

Your Base Year is 2022. In the spring of 2024, we will prepare the reconciliation of the 2023 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to contact our office should you have any questions, (916) 444-2000.

Sincerely,

Erin Keema
Project Director

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555 Capitol Mall
Sacramento, CA
2024 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 735	Jan - Dec 24
Expense	
Elevator	$ 55,660.00
HVAC	$ 117,411.00
* Janitorial	$ 710,813.33
Repairs & Maintenance	$ 834,712.85
Security	$ 413,261.00
Taxes & Insurance	$ 1,689,907.29
* Utilities	$ 1,221,070.54
* Property Management Fee	$ 676,192.98
Administration	$ 497,038.60
Total Expense	$ 6,216,067.59
Base Year 2022	$ 5,796,327.20
Increase in Expense over Base Year	$ 419,740.39
Prorata Share: 0.46%	
Total Monthly Amount Due	**$ 160.90**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**First Amendment**") is made this 26 day of June, 2021 between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership, **("Landlord")** and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, a California nonprofit organization ("Tenant").**

A. **WHEREAS**, Landlord and Tenant entered into a Lease dated June 11, 2021, (the "**Lease**") for those certain premises containing approximately **2,070** rentable square feet located at 555 Capitol Mall, Suite 1275, Sacramento, California (the "**Original Premises**"), as more fully described in the Lease. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Lease.

B. **WHEREAS,** Tenant has requested to expand to space containing approximately **1,804** rentable square feet described as Suite 735 of the Building (the "**Expansion Premises**"), as shown on the attached Exhibit A and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

1. **EXPANSION PREMISES.** From and after the Expansion Effective Date (defined below), the Premises, as defined in the Lease, shall be approximately **3,874** rentable square feet consisting of **2,070** rentable square feet of space on the 12th floor and **1,804** rentable square feet on the 7th floor of the Building, and from and after the Expansion Premises Effective Date, the Original Premises together with the Expansion Premises shall be deemed the "Premises", as defined in the Lease and as used herein. The Expansion Premises is subject to all the terms and condition of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements other financial concessions granted with respect to the Original Premises unless such concessions are expressly provided for herein with respect to the Expansion Premises.

2. **EXPANSION PREMISES EFFECTIVE DATE.** The "**Expansion Premises Effective Date**" shall be July 1, 2021.

3. **EXPANSION TERM.** The term of the Lease for the Expansion Premises shall be the same as the Lease and the Lease Expiration Date for the entire Premises shall be September 30, 2027.

4. **BASE RENT:** Notwithstanding anything to the contrary contained in the Lease, effective as of the Expansion Premises Effective Date, Monthly Base Rent for the Expansion Premises only shall be as follows:

Period	Monthly Base Rent per Rentable Square Foot	Total Monthly Base Rent for Expansion Premises
7/1/2021 – 9/30/2022	$3.10	$5,592.40
10/1/2022 – 9/30/2023	$3.19	$5,754.76
10/1/2023 – 9/30/2024	$3.29	$5,935.16
10/1/2024 – 9/30/2025	$3.39	$6,115.56
10/1/2025 – 9/30/2026	$3.49	$6,295.96
10/1/2026 – 9/30/2027	$3.59	$6,476.36

All such Monthly Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby. So long as Tenant is not in default under the Lease, as amended hereby, Tenant shall be entitled to an abatement of Monthly Base Rent with respect to the Expansion Premises in the amount of $5,592.40 per month for the period from July 1, 2021 through September 30, 2021. The maximum total amount of Monthly Base Rent abated with respect to the Premises in accordance with the foregoing shall

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equal $16,777.20 (the "Abated Monthly Base Rent"). If Tenant defaults under the Lease, as amended hereby, at any time during the Expansion Term and fails to cure such default within any applicable cure period under the Lease, then all Abated Monthly Base Rent shall immediately become due and payable. Only Monthly Base Rent shall be abated pursuant to this paragraph, as more particularly described herein, and Tenant's proportionate share of Operating Costs and all other rent and other costs and charges specified in the Lease, as amended hereby, shall remain as due and payable pursuant to the provisions of the Lease, as amended hereby.

5. **EXPANSION PREMISES SECURITY DEPOSIT.** A Security Deposit of $7,866.00 is due for the Original Premises. Tenant's Security Deposit shall be increased by an additional $6,483.12, which shall be due upon execution of this First Amendment.

6. **PARKING DENSITY.** Tenant shall be allotted an additional three (3) unreserved parking stalls, per the terms of Exhibit F in the Lease.

7. **TENANT IMPROVEMENTS.** Landlord, at Landlord's sole cost and expense, shall perform the following Tenant Improvements in the Expansion Premises. The cost of such Tenant Improvements shall not to exceed ten thousand dollars ($10,000.00):

- Build a Conference Room per the attached Exhibit A using Building Standard Finishes. Landlord shall use best efforts to construct the Conference Room within nine (9) months of the Expansion Premises Effective Date.
- Add backing to the wall if needed, electrical and data location to Conference Room for a TV.
- Add or relocate up to three (3) electrical/data locations.
- Paint up to three (3) colors using Building Standard paint.
- Remove phone board in Breakroom and paint wall.
- Clean carpets.

8. **BASE YEAR.** Effective as of the Expansion Premises Effective Date, the Base Year for the Expansion Premises shall be 2022.

9. **TENANT'S PROPORTIONATE SHARE.** Effective as of the Expansion Premises Effective Date, Tenant's Proportionate Share of the Building and Project for the Expansion Premises shall be 0.46%. Tenant's Proportionate Share of the Building and Project for the Original Premises shall remain 0.53%.

10. **RIGHT OF FIRST OFFER.** Following Landlord's first leasing of the Offer Space (as defined below) after the Commencement Date of the Lease, Tenant shall have a one-time right of first offer (the "**Offer Right**") with respect to the approximately **1,608** rentable square feet of the Building which is located adjacent to the Original Premises and shown on the demising plan attached hereto as **Exhibit B** (the "**Offer Space**"). Tenant's Offer Right shall be exercised as follows: at any time after Landlord has determined that the Offer Space has become Available (defined below), but prior to leasing the Offer Space to a party other than the existing tenant thereto, Landlord shall advise Tenant (the "**Advice**") of the terms under which Landlord is prepared to lease the Offer Space to Tenant. For purposes hereof, the Offer Space shall be deemed to become "Available" if, following Landlord's first leasing of the Offer Space following the date of this First Amendment, Landlord determines that the existing tenant of such Offer Space will not extend or renew the term of its lease, or enter into a new lease for the Offer Space and Landlord intends to offer the Offer Space for lease to the public. Tenant may lease the Offer Space in its entirety only, under the terms set forth in the Advice, by delivering written notice of exercise to Landlord (the "**Notice of Exercise**") within five (5) days after the date of the Advice, except that Tenant shall have no such Offer Right and Landlord need not provide Tenant with an Advice with respect to the Offer Space, if:

Tenant is in default under this Lease at the time that Landlord would otherwise deliver the Advice; or

a.) the Premises, or any portion thereof, is sublet at the time Landlord would otherwise deliver the Advice; or

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b.) this Lease has been assigned prior to the date Landlord would otherwise deliver the Advice; or

c.) Tenant is not occupying the Premises on the date Landlord would otherwise deliver the Advice; or

d.) the Offer Space is not intended for the exclusive use of Tenant during the Term; or

e.) the existing tenant in the Offer Space is interested in extending or renewing its lease for the Offer Space or entering into a new lease for the Offer Space.

The term for the Offer Space shall commence upon the commencement date stated in the Advice and thereupon such Offer Space shall be considered a part of the Premises, provided that all of the terms stated in the Advice, including the termination date set forth in the Advice, shall govern Tenant's leasing of the Offer Space and only to the extent that they do not conflict with the Advice, the terms and conditions of this Lease shall apply to the Offer Space. Tenant shall pay Monthly Installment of Rent, Tenant's Proportionate Share of Expenses and Taxes and any other additional rent for the Offer Space in accordance with the terms and conditions of the Advice.

The Offer Space (including improvements and personality, if any) shall be accepted by Tenant in its condition and as-built configuration existing on the earlier of the date Tenant takes possession of the Offer Space or the date the term for such Offer Space commences, unless the Advice specifies work to be performed by Landlord in the Offer Space, in which case Landlord shall perform such work in the Offer Space. If Landlord is delayed delivering possession of the Offer Space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of such space, and the commencement of the term for the Offer Space shall be postponed until the date Landlord delivers possession of the Offer Space to Tenant free from occupancy by any party.

The rights of Tenant hereunder with respect to the Offer Space shall terminate on the earlier to occur of: (i) twelve (12) months prior to the Termination Date; (ii) Tenant's failure to exercise its Offer Right within the five (5) business days from receiving written notice from Landlord of the availability; and (iii) the date Landlord would have provided Tenant the Advice if Tenant had not been in violation of one or more of the conditions set forth herein.

If Tenant exercises its Offer Right, Landlord shall prepare an amendment (the "**Offer Space Amendment**") adding the Offer Space to the Premises on the terms set forth in the Advice and reflecting the changes in the Monthly Installment of Rent, rentable square footage of the Premises, Tenant's Proportionate Share and other appropriate terms. A copy of the Offer Space Amendment shall be sent to Tenant within a reasonable time after Landlord's receipt of the Notice of Exercise executed by Tenant, and Tenant shall execute and return the Offer Space Amendment to Landlord within fifteen (15) days thereafter, but an otherwise valid exercise of the Offer Right shall be fully effective whether or not the Offer Space Amendment is executed.

If Tenant exercises its Offer Right, and provides a fully executed Offer Space Amendment for the Offer Space, at Tenant's election, the Lease as it related to Suite 735 only may be terminated effective on the Commencement Date of the Offer Space.

Notwithstanding anything herein to the contrary, Tenant's Offer Right is subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option or otherwise) of any tenant of the Building existing on the date hereof.

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Except as expressly modified above, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the date first written above.

LANDLORD:

PAC WEST OFFICE EQUITIES, LP,
a California limited partnership

By: PW GP, LP, a California limited partnership,
its General Partner

By: PW Lead, LLC, a California limited liability company,
its General Partner

By: DocuSigned by: Dan Corfee BFA83A339EF54C8...
Daniel Corfee, Investment Committee Chair

By: DocuSigned by: 19FD451923FA458...
Larry Allbaugh, Investment
Committee Member

TENANT:

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,
a California nonprofit organization

Murdock Smith, Executive Director

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EXHIBIT "A"

EXPANSION PREMISES

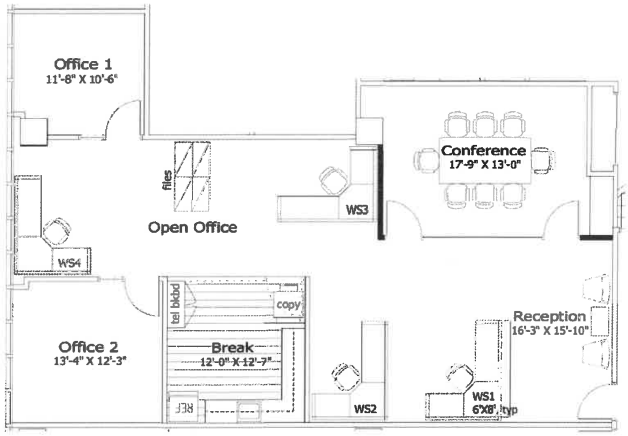

Spec Suite 735

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EXHIBIT "B"

OFFER SPACE
(SUITE 1255)

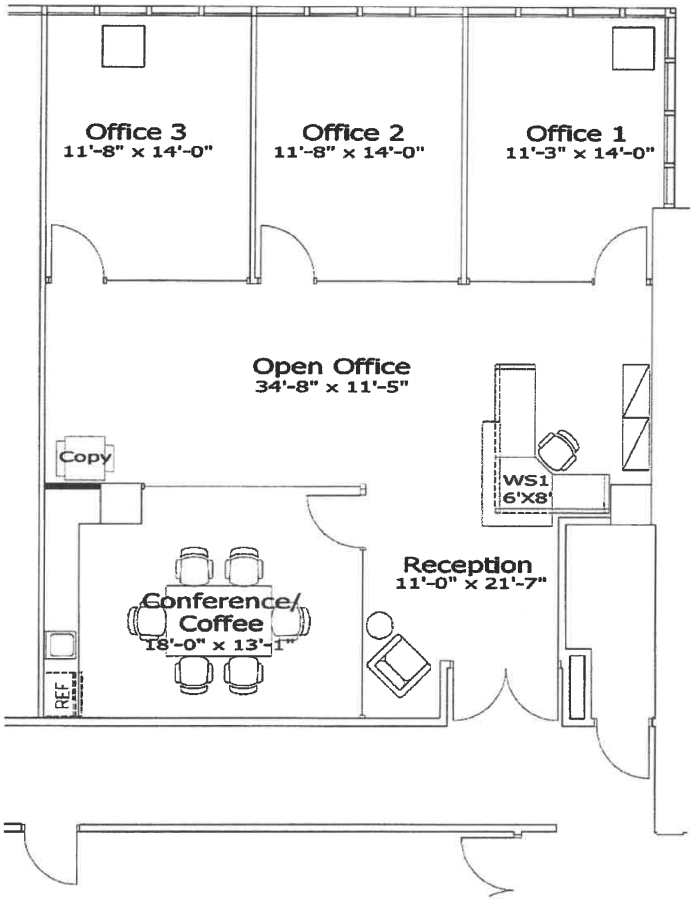

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Certificate Of Completion

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Status: Completed
Subject: Please DocuSign: HCCTS First Amendment partially executed.pdf, Copy of HCCTS - WORKFLOW - First...
Source Envelope:
Document Pages: 7
Signatures: 2
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555 Capitol Mall Ste 900
Sacramento, CA 95814-4606
kevinpoage@buzzoates.com
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Chris Blees Chrisblees@buzzoates.com Asset Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/25/2021 9:56:55 AM ID: a07d3412-1b89-4646-8fe8-f5e75991c318	DS  Signature Adoption: Pre-selected Style Using IP Address: 66.60.139.2	Sent: 6/25/2021 9:51:26 AM Viewed: 6/25/2021 9:56:55 AM Signed: 6/25/2021 9:56:58 AM
Amy Lerseth amylerseth@buzzoates.com Executive Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/2/2019 1:28:21 PM ID: c6cd0975-7823-4425-85cf-ead1e59f0355	DS  Signature Adoption: Pre-selected Style Using IP Address: 73.93.80.21	Sent: 6/25/2021 9:57:00 AM Viewed: 6/25/2021 10:07:27 AM Signed: 6/25/2021 10:07:57 AM
Dan Corfee dcorfee@prefcap.com Managing Member Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/25/2021 3:07:29 PM ID: 5b5d0076-cabc-42d3-b358-7fc83acf6246	DocuSigned by:  BFA63A339EF54C6... Signature Adoption: Pre-selected Style Using IP Address: 96.92.127.194	Sent: 6/25/2021 10:07:58 AM Viewed: 6/25/2021 3:07:29 PM Signed: 6/25/2021 3:08:54 PM
Larry Allbaugh larryallbaugh@buzzoates.com Investment Member Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/26/2021 6:23:13 AM ID: b26bb7bf-5fda-42f5-87cb-c208eb47480d	DocuSigned by: 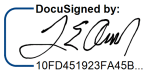 10FD451923FA45B... Signature Adoption: Drawn on Device Using IP Address: 99.116.21.104 Signed using mobile	Sent: 6/25/2021 10:07:59 AM Viewed: 6/26/2021 6:23:13 AM Signed: 6/26/2021 6:24:28 AM

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Editor Delivery Events	**Status**	**Timestamp**
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Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	6/25/2021 9:51:26 AM
Certified Delivered	Security Checked	6/26/2021 6:23:13 AM
Signing Complete	Security Checked	6/26/2021 6:24:28 AM
Completed	Security Checked	6/26/2021 6:24:28 AM
Payment Events	**Status**	**Timestamps**
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Parties agreed to: Chris Blees, Amy Lerseth, Dan Corfee, Larry Allbaugh

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Buzz Oates Construction Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Buzz Oates Construction Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: courtneyoates@buzzoates.com

To advise Buzz Oates Construction Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at courtneyoates@buzzoates.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Buzz Oates Construction Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to courtneyoates@buzzoates.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Buzz Oates Construction Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to courtneyoates@buzzoates.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Buzz Oates Construction Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Buzz Oates Construction Inc during the course of your relationship with Buzz Oates Construction Inc.

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RUBICON
PROPERTY MANAGEMENT

December 19, 2023

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

Re: 2024 Estimated Operating Expenses
555 Capitol Mall Suite 1275, Sacramento CA

Dear Tenant:

We recently completed the 2024 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2024 are effective as of January 1, 2024. Based on the attached schedule, please remit the following:

- 2024 Estimated Operating Expenses due monthly **in addition to your Base Rent** beginning January 2024: **$185.39**

Your Base Year is 2022. In the spring of 2024, we will prepare the reconciliation of the 2023 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to contact our office should you have any questions, (916) 444-2000.

Sincerely,

Erin Keema
Project Director

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555 Capitol Mall
Sacramento, CA
2024 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 1275	Jan - Dec 24
Expense	
Elevator	$ 55,660.00
HVAC	$ 117,411.00
* Janitorial	$ 710,813.33
Repairs & Maintenance	$ 834,712.85
Security	$ 413,261.00
Taxes & Insurance	$ 1,689,907.29
* Utilities	$ 1,221,070.54
* Property Management Fee	$ 676,192.98
Administration	$ 497,038.60
Total Expense	$ 6,216,067.59
Base Year 2022	$ 5,796,327.20
Increase in Expense over Base Year	$ 419,740.39
Prorata Share: 0.53%	
Total Monthly Amount Due	**$ 185.39**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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OFFICE LEASE

THIS OFFICE LEASE ("**Lease**") is made **PAC WEST OFFICE EQUITIES, LP**, a California limited partnership ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, a California nonprofit organization,** ("**Tenant**"), as of June 11, 2021 (the "**date of this Lease**").

BASIC LEASE INFORMATION

PROJECT: 555 Capitol Mall

BUILDING: 555 Capitol Mall, Sacramento, California

DESCRIPTION OF PREMISES: Suite: 1275 (the Premises is outlined on **Exhibit B**)

RENTABLE AREA OF PREMISES: approximately 2,070 rentable square feet

PERMITTED USE: OFFICE

SCHEDULED TERM COMMENCEMENT DATE: July 1, 2021

SCHEDULED INITIAL TERM: Seventy-five (75) months **SCHEDULED EXPIRATION DATE:** September 30, 2027

BASE RENT:

(a) Initial Annual Base Rent $81,468.00

(b) Initial Monthly Installment of Base Rent: $6,789.00

(c) Subject to increase pursuant to Paragraph 3.1(b) and abatement pursuant to Paragraph 3.1(d) as follows:

Months 1 – 15:	$6,789.00 per month.	July 2021 - September 2022
Months 16 – 27:	$6,992.67 per month.	October 2022 - September 2023
Months 28 – 39:	$7,202.45 per month.	October 2023 - September 2024
Months 40 – 51:	$7,418.52 per month.	October 2024 - September 2025
Months 52 – 63:	$7,641.08 per month.	October 2025 - September 2026
Months 64 – 75:	$7,866.00 per month.	October 2026 - September 2027

SECURITY DEPOSIT: $7,866.00, due upon Lease execution.

BASE YEAR FOR OPERATING EXPENSES: Calendar Year 2022

TENANT'S PROPORTIONATE SHARE OF BUILDING: 0.53% **OF PROJECT:** 0.53%

PARKING DENSITY: 1.8 spaces per 1,000 rentable square feet of the Premises. Tenant may lease up to four (4) Unreserved parking stalls, at then current monthly parking rates as follows and subject to the Rules & Regulations, see Exhibit F: Unreserved - $215;

OCCUPANCY DENSITY: **4** persons per 1,000 rentable square feet of the Premises

TENANT CONTACT: Name: Murdock Smith
Telephone Number: (916)844-2283
Email: Murdock.smith@hccts

ADDRESSES FOR NOTICES:

To: Tenant - HCCTS
1333 Grand Avenue
Sacramento, CA 95838

To: Landlord – Pac West Office Equities
555 Capitol Mall, Suite 130
Sacramento, CA 95814
Attn: Rubicon Property Management

TENANT'S BILLING ADDRESS: 1333 Grand Avenue, Sacramento, CA 95838 and ap@hccts.org

LANDLORD'S REMITTANCE ADDRESS: Pac West Office Equities, LP, c/o Rubicon Property Management, 620 Coolidge Drive, Suite 160, Folsom, CA 95630

[signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Information, the following Standard Lease Provisions consisting of **Paragraphs 1 through 21.14** (the "**Standard Lease Provisions**") and **Exhibits A, B, C, D, E and F**, all of which are incorporated herein by this reference (collectively, this "**Lease**"). In the event of any conflict between the provisions of the Basic Lease Information and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

"Landlord"

PAC WEST OFFICE EQUITIES, LP,
a California limited partnership

By: PW GP, LP,
a California limited partnership,
its General Partner

By: PW Lead, LLC,
a California limited liability company,
its General Partner

By: DocuSigned by: Dan Corfee
Daniel Corfee, Investment Committee Chair

By: DocuSigned by:
Larry Allbaugh, Investment Committee Member

"Tenant"

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, a California nonprofit organization

By: _____
Murdock Smith, Executive Director

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STANDARD LEASE PROVISIONS

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, those certain premises (the "**Premises**") described in the Basic Lease Information and as outlined on the floor plan attached hereto as **Exhibit B**. The parties agree that for all purposes hereunder the Premises shall be stipulated to contain the number of square feet of rentable area described in the Basic Lease Information. The Premises are located in that certain office building (the "**Building**") whose street address is as shown in the Basic Lease Information. The Building is located on that certain land which is also improved with landscaping, parking facilities and other improvements and appurtenances. Such land, together with all such improvements and appurtenances and the Building, are all or part of a project which may consist of more than one building and additional facilities, as described in the Basic Lease Information (collectively referred to herein as the "**Project**"). However, Landlord reserves the right to make such changes, additions and/or deletions to such land, the Building and the Project and/or the common areas and parking or other facilities thereof as it shall determine from time to time.

2. **Term**.

(a) Unless earlier terminated in accordance with the provisions hereof, the term of this Lease (the "**Term**") shall be as set forth in the Basic Lease Information; provided, however, in the event the Term Commencement Date (defined below) occurs on a date other than the first day of a calendar month, there shall be added to the Term the partial month ("**Partial Lease Month**") from the Term Commencement Date to (but not including) the first day of the calendar month following the Term Commencement Date.

(b) Subject to the provisions of this Paragraph 2, the Term shall commence on the date (the "**Term Commencement Date**") which is the earlier of the date Landlord delivers the Premises to Tenant or the date Tenant takes possession or commences use of any portion of the Premises for any business purpose (including moving in). If this Lease contemplates the construction of tenant improvements in the Premises by Landlord, Landlord shall be deemed to have delivered the Premises to Tenant on the date determined by Landlord's space planner to be the date of substantial completion of the work to be performed by Landlord (as described in the Improvement Agreement, if any, attached hereto as **Exhibit C**) (the **"Improvement Agreement"**). Notwithstanding the foregoing, in the event that Landlord is delayed in delivering the Premises by reason of any act or omission of Tenant, the Term Commencement Date shall be (unless Tenant takes possession or commences use of the Premises prior thereto) the date the Premises would have been delivered by Landlord had such Tenant caused delay(s) not occurred. This Lease shall be a binding contractual obligation effective upon execution hereof by Landlord and Tenant, notwithstanding the later commencement of the Term. Tenant acknowledges that Tenant has inspected and accepts the Premises in their present condition, "as is", except for tenant improvements (if any) to be constructed by Landlord in the Premises pursuant to the Improvement Agreement, if any.

(c) In the event the Term Commencement Date is delayed or otherwise does not occur on the Scheduled Term Commencement Date specified in the Basic Lease Information, this Lease shall not be void or voidable, the Term shall not be extended (except as provided in Paragraph 2(a)), and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom; provided that Tenant shall not be liable for any Rent (defined below) for any period prior to the Term Commencement Date except as may otherwise be provided in this Lease. Landlord may deliver to Tenant Landlord's standard form "**Start-Up Letter**" for Tenant's acknowledgment and confirmation of the Term Commencement Date. Tenant shall execute and deliver such Start-Up Letter to Landlord within five (5) days after receipt thereof, but Tenant's failure or refusal to do so shall not negate Tenant's acceptance of the Premises or affect determination of the Term Commencement Date.

3. **Rent and Operating Expenses.**

3.1 **Base Rent**

(a) Subject to the provisions of this Paragraph 3.1, Tenant agrees to pay during the Term as Base Rent for the Premises the sums specified in the Basic Lease Information (as increased from time to time as provided in the Basic Lease Information or as may otherwise be provided in this Lease) ("**Base Rent**").

(b) Base Rent shall increase as set forth in the Basic Lease Information or as may otherwise be provided in this Lease.

(c) Except as expressly provided to the contrary herein, Base Rent shall be payable in equal consecutive monthly installments, in advance, without deduction or offset, commencing on the Term Commencement Date and continuing on the first day of each calendar month thereafter. However, the first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease. If the Term Commencement Date is a day other than the first day of a calendar month, then the Rent for the Partial Lease Month (the "**Partial Lease Month Rent**") shall be prorated based on a month of 30 days. The Partial Lease Month Rent shall be payable by Tenant on the first day of the calendar month next succeeding the Term Commencement Date. Base Rent, all forms of additional rent payable hereunder by Tenant and all other amounts, fees, payments or charges payable hereunder by Tenant (collectively, "**Additional Rent**") shall (i) each constitute rent payable hereunder (and shall sometimes collectively be referred to herein as "**Rent**"), (ii) be payable to Landlord in lawful money of the United States when due without any prior demand therefor, except as may be expressly provided to the contrary herein, and (iii) be payable to Landlord at Landlord's Remittance Address set forth in the Basic Lease Information or to such other person or to such other place as Landlord may from time to time designate in writing to Tenant. Any Rent or other amounts payable to Landlord by Tenant hereunder for any fractional month shall be prorated based on a month of 30 days.

(d) Notwithstanding anything in this Lease to the contrary, so long as Tenant is not in default under this Lease, Tenant shall be entitled to an abatement of Base Rent with respect to the Premises, as originally described in this Lease, in the amount of $6,789.00 for the first three (3) full calendar month(s) of the Term. The maximum total amount of Base Rent abated with respect to the Premises in accordance with the foregoing shall equal $20,367.00 (the "Abated Base Rent"). If Tenant defaults under this Lease at any time during the Term and fails to cure such default within any applicable cure period under this Lease, then all Abated Base Rent shall immediately become due and payable. Only Base Rent shall be abated pursuant to this Section, as more particularly described herein, and all other rent and other costs and charges specified in this Lease shall remain as due and payable pursuant to the provisions of this Lease.

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3.2 **Operating Expenses.**

(a) Subject to the provisions of this Lease, Tenant shall pay to Landlord pursuant to this Paragraph 3.2 as Additional Rent an amount equal to Tenant's Proportionate Share (defined below) of the excess, if any, of Operating Expenses (defined below) allocable to each Expense Year (defined below) over Operating Expenses allocable to the Base Year (the "**Base Year**") specified in the Basic Lease Information ("**Base Year Operating Expenses**"). Base Year Operating Expenses shall not include market-wide labor-rate increases due to extraordinary circumstances, including, but not limited to, boycotts and strikes, and utility rate increases due to extraordinary circumstances including, but not limited to, conservation surcharges, boycotts, embargoes or other shortages, or amortized costs relating to capital improvements. "**Tenant's Proportionate Share**" is, subject to the provisions of this Paragraph 3.2, the percentage number (representing the Premises' share of the Building and the Project) set forth in the Basic Lease Information. An "**Expense Year**" is any calendar year after the Base Year any portion of which falls within the Term.

(b) "**Operating Expenses**" means all costs, expenses and obligations incurred or payable by Landlord because of or in connection with the operation, ownership, repair, replacement, restoration, management or maintenance of the Project during or allocable to the Base Year or an Expense Year (as applicable) during the Term (other than costs, expenses or obligations specifically attributable to Tenant or other tenants of the Building or Project), all as determined by sound accounting principles reasonably selected by Landlord and consistently applied, including without limitation the following:

(i) All property taxes, assessments, charges or impositions and other similar governmental ad valorem or other charges levied on or attributable to the Project (including personal and real property contained therein) or its ownership, operation or transfer, and all taxes, charges, assessments or similar impositions imposed in lieu or substitution (partially or totally) of the same (collectively, "**Taxes**"). "**Taxes**" shall also include (A) all taxes, assessments, levies, charges or impositions on any interest of Landlord in the Project, the Premises or in this Lease, or on the occupancy or use of space in the Project or the Premises; or on the gross or net rentals or income from the Project, including, without limitation, any gross income tax, excise tax, sales tax or gross receipts tax levied by any federal, state or local governmental entity with respect to the receipt of Rent; or (B) any possessory taxes charged or levied in lieu of real estate taxes; and

(ii) The cost of all utilities, supplies, equipment, tools, materials, service contracts, janitorial services, waste and refuse disposal, landscaping, and insurance (with the nature and extent of such insurance to be carried by Landlord to be determined by Landlord in its sole and absolute discretion); insurance deductibles; compensation and benefits of all persons who perform services connected with the operation, management, maintenance or repair of the Project; personal property taxes on and maintenance and repair of equipment and other personal property; costs and fees for administration and management of the Project, whether by Landlord or by an independent contractor, and other management office operational expenses; rental expenses for or a reasonable allowance for depreciation of, personal property used in the operation, management, maintenance or repair of the Project, license, permit and inspection fees; and all inspections, activities, alterations, improvements or other matters required by any governmental or quasi-governmental authority or by Regulations (defined below), for any reason, including, without limitation, capital improvements, whether capitalized or not; all capital additions, repairs, replacements and improvements made to the Project or any portion thereof by Landlord (A) of a personal property nature and related to the operation, repair, maintenance or replacement of systems, facilities, equipment or components of (or which service) the Project or portions thereof, (B) required or provided in connection with any existing or future applicable municipal, state, federal or other governmental statutes, rules, requirements, regulations, laws, standards, orders or ordinances including, without limitation, zoning ordinances and regulations, and covenants, easements and restrictions of record (collectively, "**Regulations**"), (C) which are designed to improve the operating efficiency of the Project, or (D) determined by Landlord to be required to keep pace or be consistent with safety or health advances or improvements (with such capital costs to be amortized over such periods as Landlord shall determine with a return on capital at such rate as would have been paid by Landlord on funds borrowed for the purpose of constructing such capital items); common area repair, resurfacing, replacement, operation and maintenance; security systems or services, if any, deemed appropriate by Landlord (but without obligation to provide the same); and any other cost or expense incurred or payable by Landlord in connection with the operation, ownership, repair, replacement, restoration, management or maintenance of the Project.

(iii) Notwithstanding anything in this Lease to the contrary, in no event shall the component of Operating Expenses for any Expense Year consisting of electrical costs be less than the component of Base Year Operating Expenses consisting of electrical costs.

(c) Variable items of Operating Expenses (e.g., expenses that are affected by variations in occupancy levels) for the Base Year and each Expense Year during which actual occupancy of the Project is less than ninety-five percent (95%) of the rentable area of the Project shall be appropriately adjusted, in accordance with sound accounting principles, to reflect ninety-five percent (95%) occupancy of the existing rentable area of the Project during such period.

(d) Prior to or shortly following the commencement of (and from time to time during) each Expense Year of the Term following the Term Commencement Date, Landlord shall have the right to give to Tenant a written estimate of Tenant's Proportionate Share of the projected excess, if any, of the Operating Expenses for the Project for such year over the Base Year Operating Expenses. Commencing with the first day of the calendar month following the month in which such estimate was delivered to Tenant, Tenant shall pay such estimated amount (less amounts, if any, previously paid toward such excess for such year) to Landlord in equal monthly installments over the remainder of such calendar year, in advance on the first day of each month during such year (or remaining months, if less than all of the year remains). Subject to the provisions of this Lease, Landlord shall endeavor to furnish to Tenant within a reasonable period after the end of each Expense Year, a statement (a "**Reconciliation Statement**") indicating in reasonable detail the excess, if any, of Operating Expenses allocable to such Expense Year over Base Year Operating Expenses and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary to adjust Tenant's estimated payments to Tenant's actual share of such excess as indicated by such annual Reconciliation Statement.

(e) Tenant shall pay ten (10) days before delinquency all taxes and assessments levied against any personal property or trade fixtures of Tenant in or about the Premises. If any such taxes or assessments are levied against Landlord or Landlord's property or if the assessed value of the Project is increased by the inclusion therein of a value placed upon such personal property or trade fixtures,

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Tenant shall, within ten (10) days of demand, reimburse Landlord for the taxes and assessments so levied against Landlord, or any such taxes, levies and assessments resulting from such increase in assessed value.

(f) Any delay or failure of Landlord in (i) delivering any estimate or statement described in this Paragraph 3.2, or (ii) computing or billing Tenant's Proportionate Share of excess Operating Expenses shall not (A) constitute a waiver of its right to subsequently deliver such estimate or statement or require any increase in Rent contemplated by this Paragraph 3.2, or (B) in any way waive or impair the continuing obligations of Tenant under this Paragraph 3.2. Provided that Tenant is not then in default under this Lease, subject to compliance with Landlord's standard procedures for the same, Tenant shall have the right, upon the condition that Tenant shall first pay to Landlord the amount in dispute, to have independent certified public accountants of national standing (who are not compensated on a contingency basis) of Tenant's selection (and subject to Landlord's reasonable approval) review Landlord's Operating Expense books and records relating to the Expense Year subject to a particular Reconciliation Statement during the sixty-day period following delivery to Tenant of the Reconciliation Statement for such Expense Year. If such review discloses a liability for a refund in excess of ten percent (10%) of Tenant's Proportionate Share of Operating Expenses previously reported, the cost of such review shall be borne by Landlord; otherwise such cost shall be borne by Tenant. Tenant waives the right to dispute or contest, and shall have no right to dispute or contest, any matter relating to the calculation of Operating Expenses or other forms of Rent under this Paragraph 3.2 with respect to each Expense Year for which a Reconciliation Statement is given to Tenant if no claim or dispute with respect thereto is asserted by Tenant in writing to Landlord within sixty (60) days of delivery to Tenant of the original or most recent Reconciliation Statement with respect thereto.

4. **Delinquent Payment; Handling Charges**. In the event Tenant is more than three (3) days late in paying any amount of Rent or any other payment due under this Lease, Tenant shall pay Landlord, within ten (10) days of Landlord's written demand therefor, a late charge equal to five percent (5%) of the delinquent amount, or $150.00, whichever amount is greater. In addition, any amount due from Tenant to Landlord hereunder which is not paid within ten (10) days of the date due shall bear interest at an annual rate (the "**Default Rate**") equal to twelve percent (12%).

5. **Security Deposit**. Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the amount of Security Deposit (the "**Security Deposit**") specified in the Basic Lease Information, which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. Landlord is hereby granted a security interest in the Security Deposit in accordance with applicable provisions of the California Commercial Code. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon a default by Tenant or an Event of Default (defined below). If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit (a) for the payment of any Rent or any other sum in default, (b) for the payment of any other amount which Landlord may spend or become obligated to spend by reason of such default by Tenant, and (c) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of such default by Tenant. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after demand therefor by Landlord, deposit with Landlord cash in an amount sufficient to restore the Security Deposit to the amount required to be maintained by Tenant hereunder. Within a reasonable period following expiration or the sooner termination of this Lease, provided that Tenant has performed all of its obligations hereunder, Landlord shall return to Tenant the remaining portion of the Security Deposit. The Security Deposit may be commingled by Landlord with Landlord's other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises, then Landlord may assign the Security Deposit to the transferee and thereafter Landlord shall have no further liability or obligation for the return of the Security Deposit. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of any Regulations, now or hereinafter in force, which restricts the amount or types of claim that a landlord may make upon a security deposit or imposes upon a landlord (or its successors) any obligation with respect to the handling or return of security deposits.

6. **Landlord's Obligations**.

6.1 **Services**. Subject to the provisions of this Lease, Landlord shall furnish to Tenant during the Term (a) city or utility company water at those points of supply provided for general use of the tenants of the Building; (b) subject to mandatory and voluntary Regulations, heating and air conditioning during ordinary business hours of generally recognized business days designated by Landlord (which in any event shall not include Saturdays, Sundays or legal holidays) ("**Business Hours**") for the Building at such temperatures and in such amounts as Landlord reasonably determines is appropriate for normal comfort for normal office use in the Premises; (c) janitorial services to the Premises on weekdays, other than on legal holidays, for Building-standard installations; (d) nonexclusive passenger elevator service; and (e) adequate electrical current during such Business Hours for equipment that does not require more than 110 volts and whose electrical energy consumption does not exceed normal office usage in a premises of the size of the Premises, as determined by Landlord. If Tenant desires any of the services specified in this Paragraph 6.1 at any time other than during Business Hours, then subject to such nondiscriminatory conditions and standards as Landlord shall apply to the same, upon the written request of Tenant, such services shall be supplied to Tenant in accordance with Landlord's customary procedures for the Building, including such advance request deadlines as Landlord shall require from time to time, and Tenant shall pay to Landlord Landlord's then customary charge for such services within ten (10) days after Landlord has delivered to Tenant an invoice therefor. If there is no meter or submeter in the Premises or if Tenant is billed directly by a public utility, then, upon request, Tenant shall provide monthly utility usage to Landlord in electronic or paper format or provide permission for Landlord to request information regarding Tenant's utility usage directly from the utility company. Landlord reserves the right to change the supplier or provider of any such service from time to time. Tenant shall not have the right to obtain any such service for the Premises directly from a supplier or provider of such service except as provided in Paragraph 6.4 below.

6.2 **Excess Utility Use**. Landlord shall not be required to furnish electrical current for, and Tenant shall not install or use, without Landlord's prior written consent, any equipment (a) that requires more than 110 volts, (b) whose operation is in excess of, or inconsistent with, the capacity of the Building (or existing feeders and risers to, or wiring in, the Premises) or (c) whose electrical energy consumption exceeds normal office usage of up to three (3) watts of connected load per usable square foot ("**Standard Usage**"). Subject to the provisions of this Paragraph 6.2, if Tenant's consumption of electricity exceeds the electricity to be provided by Landlord above or Standard Usage (which shall be determined by separate metering to be installed at Tenant's expense or by such other method as Landlord shall reasonably select), Tenant shall pay to Landlord Landlord's then customary charge for such excess consumption within ten (10) days after Landlord has delivered to Tenant an invoice therefor. Furthermore, Tenant acknowledges and agrees that Tenant's use of the Premises after ordinary business hours (defined as 7:00 a.m. to 6:00 p.m. Monday through Friday) and outside of generally

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recognized business days (generally recognized business days shall not include Saturdays, Sundays, and legal holidays) imposes additional burden on the Project's HVAC and associated electrical service. Accordingly, any such Tenant requested after-hours use of HVAC will be made available and will be billed as an after-hours Rent assessment. After-hours use may be metered by Landlord with a bypass timer located on the applicable floors of the building or through establishment of a recognized monthly after-hours assessment based upon Landlord's estimate of Tenant's usage. Such costs will be payable by Tenant to Landlord within thirty (30) days after demand, as Additional Rent. The minimum amount of after-hours usage shall be two (2) hours, and the initial cost thereof shall not exceed fifty dollars ($50.00) per hour, with a two (2) hour minimum, during the Lease Term, subject to adjustment to reflect actual increase in the cost of such utilities or services.

6.3 **Restoration of Services**. Following receipt of Tenant's request to do so, Landlord shall use good faith efforts to restore any service specifically to be provided under Paragraph 6.1 that becomes unavailable and which is in Landlord's reasonable control to restore; provided, however, that in no case shall the unavailability of such services or any other service (or any diminution in the quality or quantity thereof) or any interference in Tenant's business operations within the Premises render Landlord liable to Tenant or any person using or occupying the Premises under or through Tenant (including, without limitation, any contractor, employee, agent, invitee or visitor of Tenant) (each, a "**Tenant Party**") for any damages of any nature whatsoever caused thereby, constitute a constructive eviction of Tenant, constitute a breach of any implied warranty by Landlord, or entitle Tenant to any abatement of Tenant's rental obligations hereunder.

6.4 **Telecommunications Services.** Tenant may contract separately with providers of telecommunications or cellular products, systems or services for the Premises. Even though such products, systems or services may be installed or provided by such providers in the Building, in consideration for Landlord's permitting such providers to provide such services to Tenant, Tenant agrees that Landlord and the Landlord Indemnitees (defined below) shall in no event be liable to Tenant or any Tenant Party for any damages of any nature whatsoever arising out of or relating to the products, systems or services provided by such providers (or any failure, interruption, defect in or loss of the same) or any acts or omissions of such providers in connection with the same or any interference in Tenant's business caused thereby. Tenant waives and releases all rights and remedies against Landlord and the Landlord Indemnitees that are inconsistent with the foregoing.

7. **Improvements, Alterations, Repairs and Maintenance**.

7.1 **Improvements; Alterations**. Any alterations, additions, deletions, modifications or utility installations in, of or to the improvements contained within the Premises (collectively, "**Alterations**") shall be installed at Tenant's expense and only in accordance with detailed plans and specifications, construction methods, and all appropriate permits and licenses, all of which have been previously submitted to and approved in writing by Landlord, and by a professionally qualified and licensed contractor and subcontractors approved by Landlord. No Alterations in or to the Premises may be made without (a) Landlord's prior written consent and (b) compliance with such nondiscriminatory requirements and construction regulations concerning such Alterations as Landlord may impose from time to time. Landlord will not be deemed to unreasonably withhold its consent to any Alteration that violates Regulations, may affect or be incompatible with the Building's structure or its HVAC, plumbing, telecommunications, elevator, life-safety, electrical, mechanical or other basic systems, or the appearance of the interior common areas or exterior of the Project, or which may interfere with the use or occupancy of any other portion of the Project. All Alterations made in or upon the Premises shall, (i) at Landlord's option, either be removed by Tenant prior to the end of the Term (and Tenant shall restore the portion of the Premises affected to its condition existing immediately prior to such Alteration), or shall remain on the Premises at the end of the Term, (ii) be constructed, maintained, insured and used by Tenant, at its risk and expense, in a first-class, good and workmanlike manner, and in accordance with all Regulations, and (iii) shall be subject to payment of Landlord's standard alterations supervision fee. If any Alteration made or initiated by Tenant or the removal thereof shall cause, trigger or result in any portion of the Project outside of the Premises, any portion of the Building's shell and core improvements (including restrooms, if any) within the Premises, or any Building system inside or outside of the Premises being required by any governmental authority to be altered, improved or removed, or may otherwise potentially affect such portions of the Project or any other tenants of the Project, Landlord shall have the option (but not the obligation) of performing the same at Tenant's expense, in which case Tenant shall pay to Landlord (within ten (10) days of Landlord's written demand) in advance Landlord's reasonable estimate of the cost of such work, and any actual costs of such work in excess of Landlord's estimate, plus an administrative charge of fifteen percent (15%) thereof. At least ten (10) days before beginning construction of any Alteration, Tenant shall give Landlord written notice of the expected commencement date of that construction to permit Landlord to post and record a notice of non-responsibility. Upon substantial completion of construction, if the law so provides, Tenant shall cause a timely notice of completion to be recorded in the office of the recorder of the county in which the Building is located.

7.2 **Repairs and Maintenance**. Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. Tenant shall promptly provide Landlord with notice of any such conditions. Tenant shall, at its sole cost and expense, perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant as part of its obligations hereunder shall at all times keep and maintain the Premises in a clean, safe and sanitary condition and shall at its sole cost and expense, immediately upon notice from Landlord, sanitize the Premises if Landlord reasonably determines the same is necessary utilizing such methods as reasonably determined by Landlord. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor covering; (b) interior partitions; (c) doors; (d) the interior side of demising walls; (e) electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant (collectively, "**Cable**"); (f) supplemental air conditioning units, kitchens, including hot water heaters, plumbing, and similar facilities exclusively serving Tenant; and (g) Alterations. Subject to the terms of Paragraph 10.2, to the extent Landlord is not reimbursed by insurance proceeds, Tenant shall reimburse Landlord for the cost of repairing damage to the Building caused by the acts of Tenant, Tenant's Parties and their respective contractors and vendors. If Tenant fails to make any repairs to the Premises for more than fifteen (15) days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to ten percent (10%) of the cost of the repairs. Tenant hereby waives all common law and statutory rights or provisions inconsistent herewith, whether now or hereinafter in effect (including, without limitation, Sections 1941, 1941.1, and 1941.2 of the California Civil Code, as amended from time to time). Landlord shall use reasonable efforts to maintain the common areas of the Project at all times during the Term with the cost thereof constituting an Operating Expense under Paragraph 3.2.

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7.3 **Mechanic's Liens**. Tenant shall not cause, suffer or permit any mechanic's or materialman's lien, claim, or stop notice to be filed or asserted against the Premises, the Building or any funds of Landlord for any work performed, materials furnished, or obligation incurred by or at the request of Tenant or any Tenant Party. If any such lien, claim or notice is filed or asserted, then Tenant shall, within ten (10) days after Landlord has delivered notice of the same to Tenant, either (a) pay and satisfy in full the amount of (and eliminate of record) the lien, claim or notice or (b) diligently contest the same and deliver to Landlord a bond or other security therefor in substance and amount (and issued by an issuer) satisfactory to Landlord.

8. **Use**. Tenant shall continuously occupy and use the Premises only for general office use or uses incidental thereto, all of which shall be consistent with the standards of a first class office project (the "**Permitted Use**") and shall comply, at Tenant's expense, with all Regulations relating to the use, condition, alteration, improvement, access to, and occupancy of the Premises, including without limitation, Regulations relating to Hazardous Materials (defined below). Should any Regulation now or hereafter be imposed on Tenant or Landlord by any governmental body relating to the use or occupancy of the Premises or the Project common areas by Tenant or any Tenant Party or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such Regulations if such Regulations relate to anything within the Premises or if compliance with such Regulations is within the control of Tenant and applies to an area outside of the Premises. Tenant shall conduct its business and shall cause each Tenant Party to act in such a manner as to (a) not release or permit the release of any Hazardous Material in, under, on or about the Project in violation of any Regulations, (b) use or store any Hazardous Materials (other than incidental amounts of cleaning and office supplies) in or about the Premises or (c) not create or permit any nuisance or unreasonable interference with or disturbance of other tenants of the Project or Landlord in its management of the Project or (d) not create any occupancy density in the Premises or parking density with respect to Tenant and any Tenant Party at the Project greater than those specified in the Basic Lease Information. "**Hazardous Material**" means any hazardous, explosive, radioactive or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or agency, including, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Regulation, (ii) a flammable explosive, (iii) a radioactive material, (iv) a polychlorinated biphenyl, (v) asbestos or asbestos containing material, or (vi) a carcinogen. Tenant shall not bring upon the Premises or any portion of the Building or use the Premises or permit the Premises or any portion thereof to be used for the growing, manufacturing, administration, distribution (including without limitation, any retail sales), possession, use or consumption of any cannabis, marijuana or cannabinoid product or compound, regardless of the legality or illegality of the same.

9. **Assignment and Subletting.**

9.1 **Transfers; Consent**. Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein, whether directly, indirectly or by operation of law, (b) permit any other entity to become a Tenant hereunder by merger, consolidation, or other reorganization, (c) if Tenant is a corporation, partnership, limited liability company, limited liability partnership, trust, association or other business entity (other than a corporation whose stock is publicly traded), permit, directly or indirectly, the transfer of any ownership interest in Tenant so as to result in (i) a change in the current control of Tenant, (ii) a transfer of twenty-five percent (25%) or more in the aggregate in any twelve (12) month period in the beneficial ownership of such entity or (iii) a transfer of all or substantially all of the assets of Tenant, (d) sublet any portion of the Premises, or (e) grant any license, concession, or other right of occupancy of or with respect to any portion of the Premises, or (f) permit the use of the Premises by any party other than Tenant or a Tenant Party (each of the events listed in this Paragraph 9.1 being referred to herein as a "**Transfer**"). If Tenant requests Landlord's consent to any Transfer, then at least twenty (20) business days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor (including a calculation of the Transfer Profits described below), copies of the proposed documentation, and the following information relating to the proposed transferee: name and address; information reasonably satisfactory to Landlord concerning the proposed transferee's business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that the parties agree that it shall be reasonable for Landlord to withhold any such consent if, without limitation, Landlord determines in good faith that (A) the proposed transferee is not of a reasonable financial standing or is not creditworthy, (B) the proposed transferee is a governmental agency, (C) the proposed transferee, or any affiliate thereof, is then an occupant in the Project or has engaged in discussions with Landlord concerning a lease of direct space in the Project, (D) the proposed Transfer would result in a breach of any obligation of Landlord or permit any other tenant in the Project to terminate or modify its lease, (E) there is then in effect an uncured Event of Default, (F) the Transfer would increase the occupancy density or parking density of the Project or any portion thereof, (G) the Transfer would result in an undesirable tenant mix for the Project, as determined in good faith by Landlord, (H) the proposed transferee does not enjoy a good reputation, as a business or as a tenant; or (I) any guarantor of the Lease does not consent to such Transfer in a form satisfactory to Landlord. Any Transfer made without Landlord's consent shall be void and, at Landlord's election, shall constitute an Event of Default by Tenant. Tenant shall also, within ten (10) days of written demand therefor, pay to Landlord $750.00 as a review fee for each Transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord Landlord's standard form transfer consent and agreement whereby the proposed transferee expressly assumes the Tenant's obligations hereunder. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease (or any guarantor of this Lease of its obligations with respect thereto), but rather Tenant and its transferee shall be jointly and severally liable for all obligations under this Lease allocable to the space subject to such Transfer. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. In the event of any claim by Tenant that Landlord has breached its obligations under this Paragraph 9.1, Tenant's remedies shall be limited to recovery of its out-of-pocket damages and injunctive relief. Tenant hereby waives the provisions of Section 1995.310 of the California Civil Code, or any similar or successor Regulations, now or hereinafter in effect, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Regulations, on behalf of the proposed assignee or subtenant.

9.2 **Cancellation and Recapture.** Notwithstanding Paragraph 9.1, Landlord may (but shall not be obligated to), within ten (10) business days after submission of Tenant's written request for Landlord's consent to an assignment or subletting, cancel this Lease as to the portion of the Premises proposed to be sublet or subject to an assignment of this Lease ("**Transfer Space**") as of the date such proposed Transfer is proposed to be effective and, thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person or entity or not at all) without liability to Tenant. If Landlord shall not cancel this Lease within such

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ten (10) business day period and notwithstanding any Landlord consent to the proposed Transfer, Tenant shall pay to Landlord, immediately upon receipt thereof, the entire excess ("**Transfer Profits**") of all compensation and other consideration paid to or for the benefit of Tenant (or any affiliate thereof) for the Transfer in excess of Base Rent and Additional Rent payable by Tenant hereunder (with respect to the Transfer Space) during the remainder of the Term (after straight-line amortization of any reasonable brokerage commissions and tenant improvement costs paid by Tenant in connection with the Transfer over the term of the Transfer). In any assignment or subletting undertaken by Tenant, Tenant shall diligently seek to obtain the maximum rental amount available in the marketplace for comparable space available for primary leasing.

10. **Insurance, Waivers, Subrogation and Indemnity.**

10.1 **Insurance**. Tenant shall maintain throughout the Term each of the insurance policies described on **Exhibit D** attached hereto and shall otherwise comply with the obligations and requirements provided on **Exhibit D**.

10.2 **Waiver of Subrogation**. Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property (as defined in **Exhibit D**), Alterations, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance shall be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

10.3 **Indemnity**. Subject to Paragraph 10.2, Tenant shall indemnify, defend and hold Landlord, and each of their respective directors, shareholders, partners, lenders, members, managers, contractors, affiliates and employees (collectively, "**Landlord Indemnitees**") harmless from and against all claims, demands, proceedings, losses, obligations, liabilities, causes of action, suits, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or asserted in connection with the use or occupancy of the Premises by Tenant or any Tenant Party, including, without limitation, by reason of any release of any Hazardous Materials by Tenant or any Tenant Party in, under, on, or about the Project, or any negligence or misconduct of Tenant or of any Tenant Party in or about the Premises, or Tenant's breach of any of its covenants under this Lease, except in each case to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Indemnitee. Except to the extent expressly provided in this Lease, Tenant hereby waives all claims against and releases Landlord and each Landlord Indemnitee for any injury to or death of persons, damage to property or business loss in any manner related to (i) Tenant's use and occupancy of the Premises, (ii) acts of God, (iii) acts of third parties, or (iv) any matter outside of the reasonable control of Landlord. This Paragraph 10.3 shall survive termination or expiration of this Lease.

11. **Subordination; Attornment.**

11.1 **Subordination**. This Lease is subject and subordinate to all present and future ground or master leases of the Project and to the lien of all mortgages or deeds of trust (collectively, "**Security Instruments**") now or hereafter encumbering the Project, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of any such Security Instruments, unless the holders of any such mortgages or deeds of trust, or the lessors under such ground or master leases (such holders and lessors are sometimes collectively referred to herein as "**Holders**") require in writing that this Lease be superior thereto. Notwithstanding any provision of this Paragraph 11 to the contrary, any Holder of any Security Instrument may at any time subordinate the lien of its Security Instrument to this Lease without obtaining Tenant's consent by giving Tenant written notice of such subordination, in which event this Lease shall be deemed to be senior to the Security Instrument in question. Tenant shall, within fifteen (15) days of request to do so by Landlord, execute, acknowledge and deliver to Landlord such further instruments or assurances as Landlord may deem necessary or appropriate to evidence or confirm the subordination or superiority of this Lease to any such Security Instrument. Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument or instruments if Tenant fails to do so within said fifteen (15) day period.

11.2 **Attornment**. Tenant covenants and agrees that in the event that any proceedings are brought for the foreclosure of any mortgage or deed of trust, or if any ground or master lease is terminated, it shall attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or master lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as "Landlord" under this Lease. If requested, Tenant shall enter into a new lease with that successor on the same terms and conditions as are contained in this Lease (for the unexpired portion of the Term then remaining).

12. **Rules and Regulations**. Tenant shall comply, and shall cause each Tenant Party to comply, with the Rules and Regulations of the Building which are attached hereto as **Exhibit A**, and all such nondiscriminatory modifications, additions, deletions and amendments thereto as Landlord shall adopt in good faith from time to time.

13. **Condemnation**. If the entire Project or Premises are taken by right of eminent domain or conveyed by Landlord in lieu thereof (a "**Taking**"), this Lease shall terminate as of the date of the Taking; provided, however, that a regulatory action, ordinance or Regulation limiting or temporarily prohibiting Tenant's right to enter or use the Premises or the Building shall not be construed as a taking or appropriation hereunder and Tenant shall have no right to rent abatement or termination right as a result thereof. If any part of the Project becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If any material portion, but less than all, of the Project, Building or the Premises becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Holder of any Security Instrument, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then Base Rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Premises rendered untenantable by such Taking. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land on which the Project is situated, the Project, and other improvements taken, and Tenant may separately pursue a claim (to the extent it will not reduce

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Landlord's award) against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease and moving and relocation costs. Landlord and Tenant agree that the provisions of this Paragraph 13 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any Taking of any portion of the Premises, the Building, the Project or the land on which the Building is located, and Landlord and Tenant hereby waive and release each and all of their respective common law and statutory rights inconsistent herewith, whether now or hereinafter in effect (including, without limitation, Section 1265.130 of the California Code of Civil Procedure, as amended from time to time).

14. **Fire or Other Casualty**.

14.1 **Repair Estimate; Right to Terminate**. If all or any portion of the Premises, the Building or the Project is damaged by fire or other casualty (a "**Casualty**"), Landlord shall, within ninety (90) days after Landlord's discovery of such damage, deliver to Tenant its good faith estimate (the "**Damage Notice**") of the time period following such notice needed to repair the damage caused by such Casualty. Landlord may elect to terminate this Lease in any case where (a) any portion of the Premises or any material portion of the Project are damaged and (b) either (i) Landlord estimates in good faith that the repair and restoration of such damage under Paragraph 14.2 ("**Restoration**") cannot reasonably be completed (without the payment of overtime) within two hundred (200) days of Landlord's actual discovery of such damage, (ii) the Holder of any Security Instrument requires the application of any insurance proceeds with respect to such Casualty to be applied to the outstanding balance of the obligation secured by such Security Instrument, (iii) the cost of such Restoration is not fully covered by insurance proceeds available to Landlord and/or payments received by Landlord from tenants, or (iv) Tenant shall be entitled to an abatement of rent under this Paragraph 14 for any period of time in excess of thirty-three percent (33%) of the remainder of the Term. Such right of termination shall be exercisable by Landlord by delivery of written notice to Tenant at any time following the Casualty until forty-five (45) days following the later of (A) delivery of the Damage Notice or (B) Landlord's discovery or determination of any of the events described in clauses (i) through (iv) of the preceding sentence, and shall be effective upon delivery of such notice of termination (or if Tenant has not vacated the Premises, upon the expiration of thirty (30) days thereafter).

14.2 **Repair Obligation; Abatement of Rent**. Subject to the provisions of Paragraph 14.1, Landlord shall, within a reasonable time after the discovery by Landlord of any damage resulting from a Casualty, begin to repair the damage to the Building and the Premises resulting from such Casualty and shall proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as existed immediately before such Casualty, except for modifications required by Regulations, and modifications to the Building or the Project reasonably deemed desirable by Landlord; provided, however, that Landlord shall not be required as part of the Restoration to repair or replace any of the Alterations, furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant or other occupants in the Building or the Premises. Landlord shall have no liability for any inconvenience or annoyance to Tenant or injury to Tenant's business as a result of any Casualty, regardless of the cause therefor. Base Rent, and Additional Rent payable under Paragraph 3.2, shall abate if and to the extent a Casualty damages the Premises or common areas in the Project required and essential for access thereto and as a result thereof all or a material portion of the Premises are rendered unfit for occupancy, and are not occupied by Tenant, for the period of time commencing on the date Tenant vacates the portion of the Premises affected on account thereof and continuing until the date the Restoration to be performed by Landlord with respect to the Premises (and/or required common areas) is substantially complete, as determined by Landlord's architect. Landlord and Tenant agree that the provisions of this Paragraph 14 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any and all damage to, or destruction of, all or any portion of the Premises or the Project by Casualty, and Landlord and Tenant hereby waive and release each and all of their respective common law and statutory rights inconsistent herewith, whether now or hereinafter in effect (including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, as amended from time to time).

15. **Parking**. Tenant shall have the right to the nonexclusive use of such portion of the parking facilities of the Project as are designated by Landlord from time to time for such purpose for the parking of passenger-size motor vehicles used by Tenant and Tenant Parties only and are not transferable without Landlord's approval. The use of such parking facilities shall be subject to the parking rules and regulations attached hereto as **Exhibit F**, as such rules and regulations may be modified by Landlord from time to time, for the use of such facilities.

16. **Events of Default**. Each of the following occurrences shall be an "**Event of Default**" and shall constitute a material default and breach of this Lease by Tenant: (a) any failure by Tenant to pay any installment of Base Rent, Additional Rent or to make any other payment required to be made by Tenant hereunder when due; (b) the abandonment or vacation of the Premises by Tenant, provided, however, that unless Tenant is using the Premises for a retail use, abandonment or vacation of the Premises shall not be an Event of Default so long as no other Event of Default has occurred hereunder and provided Tenant has given Landlord five (5) days' prior written notice of its intent to vacate the Premises; (c) any failure by Tenant to execute and deliver any estoppel certificate or other document or instrument described in Paragraphs 10 (insurance), 11 (subordination) or 21.2 (estoppel certificates) requested by Landlord, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (d) any failure by Tenant to fully perform any other obligation of Tenant under this Lease, where such failure continues for thirty (30) days (except where a shorter period of time is specified in this Lease, in which case such shorter time period shall apply) after delivery of written notice of such failure by Landlord to Tenant; (e) the voluntary or involuntary filing of a petition by or against Tenant or any general partner of Tenant (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under any state or federal debtor relief law, (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease, or (iv) for the reorganization or modification of Tenant's capital structure (provided, however, that if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within sixty (60) days after the filing thereof); (f) the default of any guarantor of Tenant's obligations hereunder under any guaranty of this Lease, the attempted repudiation or revocation of any such guaranty, or the participation by any such guarantor in any other event described in this Paragraph 16 (as if this Paragraph 16 referred to such guarantor in place of Tenant); or (g) any other event, act or omission which any other provision of this Lease identifies as an Event of Default. Any notice of any failure of Tenant required under this Paragraph 16 shall be in lieu of, and not in addition to, any notice required under Section 1161 et seq. of the California Code of Civil Procedure.

17. **Remedies**. Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate, and cumulative), the option to pursue any one

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(1) or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

(a) Terminate this Lease, and Landlord may recover from Tenant the following: (i) the worth at the time of any unpaid rent which has been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom (specifically including, without limitation, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant); and (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. The term "**rent**" as used in this Paragraph 17(a) shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Paragraphs 17(a)(i) and (ii), above, the "**worth at the time of award**" shall be computed by allowing interest at the Default Rate, but in no case greater than the maximum amount of such interest permitted by law. As used in Paragraph 17(a)(iii) above, the "**worth at the time of award**" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any Event of Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

(c) Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Paragraphs 17(a) and 17(b) above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive, or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

(d) Following the occurrence of three instances of payment of Rent more than ten (10) days late in any twelve (12) month period, the late charge set forth in Paragraph 4 shall apply from the date payment was due and Landlord may, without prejudice to any other rights or remedies available to it, upon written notice to Tenant, require that all remaining monthly installments of Rent payable under this Lease shall be payable by cashier's check or electronic funds transfer three (3) months in advance, and may require that Tenant increase the Security Deposit to an amount equal to three times the current month's Rent at the time of the most recent default. In addition, (i) upon the occurrence of an Event of Default by Tenant, if the Premises or any portion thereof are sublet, Landlord may, at its option and in addition and without prejudice to any other remedies herein provided or provided by law, collect directly from the sublessee(s) all rentals becoming due to the Tenant and apply such rentals against other sums due hereunder to Landlord; (ii) without prejudice to any other right or remedy of Landlord, if Tenant shall be in default under this Lease, Landlord may cure the same at the expense of Tenant (A) immediately and without notice in the case (1) of emergency, (2) where such default unreasonably interferes with any other tenant in the Building, or (3) where such default will result in the violation of any Regulation or the cancellation of any insurance policy maintained by Landlord, and (B) in any other case if such default continues for ten (10) days following the receipt by Tenant of notice of such default from Landlord and all costs incurred by Landlord in curing such default(s), including, without limitation, attorneys' fees, shall be reimbursable by Tenant as Rent hereunder upon demand, together with interest thereon, from the date such costs were incurred by Landlord, at the Default Rate; and (iii) Tenant hereby waives for Tenant and for all those claiming under Tenant all rights now and hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

(e) TENANT HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY SECTION 3275 OF THE CIVIL CODE OF CALIFORNIA AND BY SECTIONS 1174 (c) AND 1179 OF THE CODE OF CIVIL PROCEDURE OF CALIFORNIA AND ANY AND ALL OTHER LAWS AND RULES OF LAW FROM TIME TO TIME IN EFFECT DURING THIS LEASE TERM PROVIDING THAT TENANT SHALL HAVE ANY RIGHT TO REDEEM, REINSTATE OR RESTORE THIS LEASE FOLLOWING ITS TERMINATION BY REASON OF TENANT'S BREACH.

18. **Surrender of Premises**. No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord all keys (including any electronic access devices and the like) to the Premises, and Tenant shall deliver to Landlord the Premises in the same condition as existed on the date Tenant originally took possession thereof, ordinary wear and tear excepted, provided that ordinary wear and tear shall not include repair and clean up items. By way of example, but without limitation, repair and clean up items shall include cleaning of all interior walls, carpets and floors, replacement of damaged or missing ceiling or floor tiles, window coverings or cover plates, removal of any Tenant-introduced markings, and repair of all holes and gaps and repainting required thereby, as well as the removal requirements below. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Tenant shall remove such Alterations as Landlord shall request and shall restore the portion of the Premises affected by such Alterations and such removal to its condition existing immediately prior to the making of such Alterations, (b) Tenant shall remove from the Premises all unattached trade fixtures, furniture, equipment and personal property located in the Premises, including, without limitation, phone equipment, wiring, cabling and all garbage, waste and debris, and (c) Tenant shall repair all damage to the Premises or the Project caused by any such removal including, without limitation, full restoration of all holes and gaps resulting from any such removal and repainting required thereby. All personal property and fixtures of Tenant not so removed shall, to the extent permitted under applicable Regulations, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

19. **Holding Over**. If Tenant holds over after the expiration or earlier termination of the Term hereof, with or without the express or implied consent of Landlord, Tenant shall become and be only a tenant at sufferance at a daily rent equal to one-thirtieth of the greater of (a) the then prevailing monthly fair market rental rate as determined by Landlord in its sole and absolute discretion, or (b) two

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hundred percent (200%) of the monthly installment of Base Rent (and estimated Additional Rent payable under Paragraph 3.2) payable by Tenant immediately prior to such expiration or termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable, as reasonably determined by Landlord. Neither any provision hereof nor any acceptance by Landlord of any Rent after any such expiration or earlier termination (including, without limitation, through any "lockbox") shall be deemed a consent to any holdover hereunder or result in a renewal of this Lease or an extension of the Term, or any waiver of any of Landlord's rights or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, (i) Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon the expiration of the Term or upon the earlier termination hereof or at any time during any holdover, and the right to assert any remedy at law or in equity to evict Tenant and collect damages in connection with any such holdover, and (ii) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, obligations, penalties, costs and expenses, including, without limitation, all lost profits and other consequential damages, attorneys' fees, consultants' fees and court costs incurred or suffered by or asserted against Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

20. **Substitution Space**. Upon at least sixty (60) days' prior written notice, Landlord may relocate Tenant within the Project (or to any other facility owned by Landlord within the vicinity of the Project) to space which is comparable in size, utility and condition to the Premises. If Landlord relocates Tenant, Landlord shall (a) reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right, and (b) improve the relocation space with improvements substantially similar to those Landlord is committed to provide or has provided in the Premises under this Lease. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of this Lease shall remain in full force and shall apply to the relocation space; provided, however, that (i) if the rentable area of the relocation space is smaller than rentable area of the Premises, then Tenant shall be entitled (from and after the relocation date) to a reduction in Base Rent in proportion to the reduction in the rentable area of the Premises, with a corresponding reduction in Tenant's Proportionate Share and (ii) if the rentable area of the relocation space is larger than the rentable area of the Premises, then the Base Rent and Tenant's Proportionate Share shall not be modified in any way.

21. **Miscellaneous**.

21.1 **Landlord Transfers and Liability**. Landlord may, without restriction, sell, assign or transfer in any manner all or any portion of the Project, any interest therein or any of Landlord's rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall automatically be released from any further obligations hereunder, provided that the assignee thereof assumes in writing all of Landlord's obligations hereunder accruing after such assignment. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease or with respect to any obligation or liability related to the Premises or the Project shall be recoverable only from the interest of Landlord in the Project, and neither Landlord nor any affiliate thereof shall have any personal liability with respect thereto and in no case shall Landlord be liable to Tenant for any lost profits, damage to business, or any form of special, indirect or consequential damage on account of any breach of this Lease.

21.2 **Estoppel Certificates; Financial Statements**. At any time and from time to time during the Term, Tenant shall, without charge, execute, acknowledge and deliver to Landlord within ten (10) days after Landlord's request therefor, an estoppel certificate in recordable form containing such factual certifications and other provisions as are found in the estoppel certificate forms requested by institutional lenders and purchasers. Tenant agrees in any case that (a) the foregoing certificate may be relied on by anyone holding or proposing to acquire any interest in the Project from or through Landlord or by any mortgagee or lessor or prospective mortgagee or lessor of the Project or of any interest therein and (b) the form of estoppel certificate shall be in the form of, at Landlord's election, the standard form of such present or prospective lender, lessor or purchaser (or any form substantially similar thereto), or any other form that Landlord shall reasonably select. At the request of Landlord from time to time, Tenant shall provide to Landlord within ten (10) days of Landlord's request therefor Tenant's and any guarantor's current financial statements.

21.3 **Notices**. Notices, requests, consents or other communications desired or required to be given by or on behalf of Landlord or Tenant under this Lease shall be effective only if given in writing and sent by (a) registered or certified United States mail, postage prepaid, (b) nationally recognized express mail courier that provides written evidence of delivery, fees prepaid, or (c) facsimile and United States mail, postage prepaid, and addressed as set forth in the Basic Lease Information, or at such other address in the State of California as may be specified from time to time, in writing, or, if to Tenant, at the Premises. Any such notice, request, consent, or other communication shall only be deemed given (i) if sent by registered or certified United States mail, on the day it is officially delivered to or refused by the intended recipient, (ii) if sent by nationally recognized express mail courier, on the date it is officially recorded by such courier, (iii) if delivered by facsimile, on the date the sender obtains written telephonic confirmation that the electronic transmission was received, or (iv) if delivered personally, upon delivery or, if refused by the intended recipient, upon attempted delivery.

21.4 **Payment by Tenant; Non-Waiver**. Landlord's acceptance of Rent (including, without limitation, through any "lockbox") following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such terms. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

21.5 **Certain Rights Reserved by Landlord**. Landlord hereby reserves and shall have the following rights with respect to the Premises and the Project: (a) to decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Project, the Building, the Premises or any part thereof; to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Project or the Building; to interrupt or suspend temporarily Building services and facilities; to change the name of the Building or the Project; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, common areas, or other public parts of the Building or the Project; (b) to take such measures as Landlord deems advisable in good faith for the security of the Building and its occupants; to temporarily deny access to the Building to any person; and to close the Building after ordinary business hours and on Sundays and Holidays, subject, however, to Tenant's right to enter when the Building is closed after ordinary business hours under such rules and regulations as Landlord may reasonably prescribe from time to time during the Term; and (c) to

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enter the Premises at reasonable hours (or at any time in an emergency) to perform repairs, to take any action authorized hereunder, or to show the Premises to prospective purchasers or lenders, or, during the last six (6) months of the Term, prospective tenants.

21.6 **Miscellaneous**. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Tenant and the person or persons signing on behalf of Tenant represent and warrant that Tenant has full right and authority to enter into this Lease, and that all persons signing this Lease on its behalf are authorized to do so. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All exhibits and attachments attached hereto are incorporated herein by this reference. This Lease shall be governed by and construed in accordance with the laws of the State of California. In any action which Landlord or Tenant brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including without limitation, reasonable attorneys' fees and court costs. Tenant shall not record this Lease or any memorandum hereof. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE.** Submission of this Lease to Tenant does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant. Time is of the essence as to the performance of each covenant hereunder in which time of performance is a factor. Tenant hereby waives and agrees not to pursue or claim any excuse or offset to Tenant's obligations under this Lease based on the doctrines of impossibility, impracticality, frustration of contract, frustration of purpose, or other similar legal principals.

21.7 **Asbestos Notification**. Tenant acknowledges that Tenant has reviewed the asbestos notification attached as **Exhibit E** hereto pursuant to California Health and Safety Code Sections 25915 et. seq. (as amended from time to time, the "**Connelly Act**"), disclosing the existence of asbestos in the Building. As part of Tenant's obligations under this Lease, Tenant agrees to comply with the Connelly Act, including providing copies of Landlord's asbestos notification letter to all of Tenant's "employees" and "owners", as those terms are defined in the Connelly Act.

21.8 **Brokers**. Tenant represents that it has dealt directly with and only with Tenant's Broker (as defined in the Basic Lease Information) as Tenant's broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Indemnitees harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant Parties harmless from all claims of any brokers other than Landlord's Broker (as defined in the Basic Lease Information) claiming to have represented Landlord in connection with this Lease.

21.9 **Americans with Disabilities Act**. Tenant shall have the sole responsibility for complying, at Tenant's cost, with any and all provisions of the Americans with Disabilities Act of 1990, as it has been and may later be amended ("ADA"), (i) with respect to the Premises; and (ii) with respect to the common areas of the Project where in the case of this clause (ii) such compliance has been brought about by: (A) any Tenant Improvements or Alterations to the Premises or to the common areas made by or on behalf of Tenant, whether by Landlord or otherwise, and [whether] performed [before or] after the Term Commencement Date; (B) requirements of Tenant's employees, or any changes to Tenant's use of the Premises; or (C) any architectural barriers caused by Tenant's installation of any equipment, fixtures, furniture, or other personal property in or about the Premises (items (i) and (ii) collectively, "Tenant's ADA Responsibilities"). Tenant shall indemnify, defend and hold Landlord, its agents and employees harmless from and against any and all claims, damages, or liabilities (including, without limitation, reasonable attorneys' fees and costs) arising directly or indirectly from Tenant's failure to satisfy any of Tenant's ADA Responsibilities. Landlord shall indemnify, defend and hold Tenant, its agents and employees harmless from and against any and all claims, damages or liabilities arising directly or indirectly from Landlord's failure to comply with any obligations of a landlord under the ADA, other than such claims, damages or liabilities arising from Tenant's failure to satisfy any of Tenant's ADA Responsibilities.

21.10 **Accessibility Disclosure**. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that as of the date of this Lease, the Premises has not undergone inspection by a "Certified Access Specialist" ("**CASp**") to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code Section 55.53. Landlord hereby discloses pursuant to California Civil Code Section 1938 as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Landlord and Tenant hereby acknowledge and agree that in the event that Tenant elects to perform a CASp inspection of the Premises hereunder (the "**Inspection**"), such Inspection shall be (a) performed at Tenant's sole cost and expense, (b) limited to the Premises and (c) performed by a CASp who has been approved or designated by Landlord prior to the Inspection. Any Inspection must be performed in a manner which minimizes the disruption of business activities in the Building, and at a time reasonably approved by Landlord. Landlord reserves the right to be present during the Inspection. Tenant agrees to: (i) promptly provide to Landlord a copy of the report or certification prepared by the CASp inspector upon request (the "**Report**"), (ii) keep the information contained in the Report confidential, except to the extent required by Regulations, or to the extent disclosure is needed in order to complete any necessary modifications or improvements required to comply with all applicable accessibility standards under state or federal Regulations, as well as any other repairs, upgrades, improvements, modifications or alterations required by the Report or that may be otherwise required to comply with applicable Regulations or accessibility requirements (the "**Access Improvements**"). Tenant shall be solely responsible for the cost of Access Improvements to the Premises or the Building necessary to correct any such violations of construction-related accessibility standards identified by such Inspection as required by Regulations, which Access Improvements may, at Landlord's option, be performed in whole or in part by Landlord at Tenant's expense, payable as Additional Rent within ten (10) days following Landlord's demand.

21.11 **Force Majeure**. If performance by a party of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items, government actions, pandemics, epidemics, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention,

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delay, or stoppage is excused; provided, however, that nothing in this definition shall (a) permit Tenant to hold over in the Premises after the expiration or earlier termination hereof, or (b) excuse any of Tenant's monetary obligations or any of Tenant's obligations whose nonperformance would interfere with another occupant's use, occupancy or enjoyment of its premises or the Building or the Project.

21.12 **Signage.** Landlord, at Landlord's' sole cost and expense, shall provide Tenant with one (1) building standard suite entry door sign and (1) sign for each directory at the Building.

21.13 **Electronic Signatures.** This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. This Lease may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart, provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. The parties acknowledge and agree that they intend to conduct this transaction by electronic means and that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

21.14 **Contingent Lease:** The Premises are currently occupied by California Craft Brewers Association (the "Existing Tenant"). The effectiveness of this Lease is contingent upon Landlord executing a termination agreement with the Existing Tenant. In the event a termination agreement is not executed, Tenant shall have no further rights under the Lease and the Lease shall become null and void and Landlord shall return the Security Deposit and any other amounts paid by Tenant to Landlord immediately.

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EXHIBIT A

RULES AND REGULATIONS

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

1. Driveways, sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by tenants or used by tenants for any purpose other than for ingress to and egress from their respective premises. The driveways, sidewalks, halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building, the Project and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of such tenant's business unless such persons are engaged in illegal activities. No tenant, and no employees or invitees of any tenant, shall go upon the roof of any Building, except as authorized by Landlord. No tenant, and no employees or invitees of any tenant shall move any common area furniture without Landlord's consent.

2. No sign, placard, banner, picture, name, advertisement or notice, visible from the exterior of the Premises or the Building or the common areas of the Building shall be inscribed, painted, affixed, installed or otherwise displayed by Tenant either on its Premises or any part of the Building or Project without the prior written consent of Landlord in Landlord's sole and absolute discretion. Landlord shall have the right to remove any such sign, placard, banner, picture, name, advertisement, or notice without notice to and at the expense of Tenant, which were installed or displayed in violation of this rule. If Landlord shall have given such consent to Tenant at any time, whether before or after the execution of Tenant's Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of the Lease, and shall be deemed to relate only to the particular sign, placard, banner, picture, name, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Landlord with respect to any other such sign, placard, banner, picture, name, advertisement or notice.

   All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person or vendor approved by Landlord and shall be removed by Tenant at the time of vacancy at Tenant's expense.

3. The directory of the Building or Project will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to charge for the use thereof and to exclude any other names therefrom.

4. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung or placed in, or used in connection with, any window or door on the Premises without the prior written consent of Landlord. In any event with the prior written consent of Landlord, all such items shall be installed inboard of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent or of a quality, type, design, and bulb color approved by Landlord. No articles shall be placed or kept on the window sills so as to be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors which Landlord considers unsightly from outside Tenant's Premises.

5. Landlord reserves the right to exclude from the Building and the Project, between the hours of 6 p.m. and 8 a.m. and at all hours on Saturdays, Sundays and legal holidays, all persons who are not tenants or their accompanied guests in the Building. Each tenant shall be responsible for all persons for whom it allows to enter the Building or the Project and shall be liable to Landlord for all acts of such persons.

   Landlord and its agents shall not be liable for damages for any error concerning the admission to, or exclusion from, the Building or the Project of any person.

   During the continuance of any invasion, mob, riot, public excitement or other circumstance rendering such action advisable in Landlord's opinion, Landlord reserves the right (but shall not be obligated) to prevent access to the Building and the Project during the continuance of that event by any means it considers appropriate for the safety of tenants and protection of the Building, property in the Building and the Project.

6. All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Landlord. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning the same. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness of its Premises. Landlord shall in no way be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to Tenant's property by the janitor or any other employee or any other person.

7. Tenant shall see that all doors of its Premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus, coffee pots or other heat-generating devices are entirely shut off before Tenant or its employees leave the Premises, and that all utilities shall likewise be carefully shut off, so as to prevent waste or damage. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or Project or by Landlord for noncompliance with this rule. On multiple-tenancy floors, all tenants shall keep the door or doors to the Building corridors closed at all times except for ingress and egress.

8. Tenant shall not use any method of heating or air-conditioning other than that supplied by Landlord. As more specifically provided in Tenant's lease of the Premises, Tenant shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air-conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Tenant's use.

9. Landlord will furnish Tenant free of charge with two keys to each door in the Premises. Landlord may make a reasonable charge for any additional keys, and Tenant shall not make or have made additional keys. Tenant shall not alter any lock or access device or install a new or additional lock or access device or bolt on any door of its Premises, without the prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys for all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

10. The restrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown into them. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused the breakage, stoppage, or damage.

11. Tenant shall not use or keep in or on the Premises, the Building or the Project any kerosene, gasoline, or inflammable or combustible fluid or material.

12. Tenant shall not use, keep or permit to be used or kept in its Premises any foul or noxious gas or substance. Tenant shall not allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations or

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interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought or kept in or about the Premises, the Building, or the Project.

13. No cooking shall be done or permitted by any tenant on the Premises, except that use by the tenant of Underwriters' Laboratory (UL) approved equipment, refrigerators and microwave ovens may be used in the Premises for the preparation of coffee, tea, hot chocolate and similar beverages, storing and heating food for tenants and their employees shall be permitted. All uses must be in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations and the Lease.

14. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on the Premises, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises be used for the storage of merchandise or for manufacturing of any kind, or the business of a public barber shop, beauty parlor, nor shall the Premises be used for any illegal, improper, immoral or objectionable purpose, or any business or activity other than that specifically provided for in such Tenant's Lease. Tenant shall not accept hairstyling, barbering, shoeshine, nail, massage or similar services in the Premises or common areas except as authorized by Landlord.

15. If Tenant requires telegraphic, telephonic, telecommunications, data processing, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions in their installation. The cost of purchasing, installation and maintenance of such services shall be borne solely by Tenant.

16. Landlord will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.

17. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or any other device on the exterior walls or the roof of the Building, without Landlord's consent. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building, the Project or elsewhere.

18. Tenant shall not mark, or drive nails, screws or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Landlord's consent. Tenant may install nails and screws in areas of the Premises that have been identified for those purposes to Landlord by Tenant at the time those walls or partitions were installed in the Premises. Tenant shall not lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its Premises in any manner except as approved in writing by Landlord. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by the tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.

19. No furniture, freight, equipment, materials, supplies, packages, merchandise or other property will be received in the Building or carried up or down the elevators except between such hours and in such elevators as shall be designated by Landlord.

    Tenant shall not place a load upon any floor of its Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as determined by Landlord to be necessary to properly distribute the weight thereof. Landlord will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining any such safe, equipment or other property shall be repaired at the expense of Tenant.

    Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord.

20. Tenant shall not install, maintain or operate upon its Premises any vending machine without the written consent of Landlord.

21. There shall not be used in any space, or in the public areas of the Project either by Tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. Tenants using hand trucks shall be required to use the freight elevator, or such elevator as Landlord shall designate. No other vehicles of any kind shall be brought by Tenant into or kept in or about its Premises.

22. Each tenant shall store all its trash and garbage within the interior of the Premises. Tenant shall not place in the trash boxes or receptacles any personal trash or any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city, without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes and at such times as Landlord shall designate. If the Building has implemented a building-wide recycling program for tenants, Tenant shall use good faith efforts to participate in said program.

23. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building and the Project are prohibited and each tenant shall cooperate to prevent the same. No tenant shall make room-to-room solicitation of business from other tenants in the Building or the Project, without the written consent of Landlord.

24. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building and the Project.

25. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is under the influence of alcohol or drugs or who commits any act in violation of any of these Rules and Regulations.

26. Without the prior written consent of Landlord, Tenant shall not use the name of the Building or the Project or any photograph or other likeness of the Building or the Project in connection with, or in promoting or advertising, Tenant's business except that Tenant may include the Building's or Project's name in Tenant's address.

27. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

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29. The requirements of Tenant will be attended to only upon appropriate application at the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employees of Landlord will admit any person (tenant or otherwise) to any office without specific instructions from Landlord.

30. Landlord reserves the right to designate the use of the parking spaces on the Project. Tenant or Tenant's guests shall park between designated parking lines only, and shall not occupy two parking spaces with one car. Parking spaces shall be for passenger vehicles only; no boats, trucks, trailers, recreational vehicles or other types of vehicles may be parked in the parking areas (except that trucks may be loaded and unloaded in designated loading areas). Vehicles in violation of the above shall be subject to tow-away, at vehicle owner's expense. Vehicles parked on the Project overnight without prior written consent of the Landlord shall be deemed abandoned and shall be subject to tow-away at vehicle owner's expense. No tenant of the Building shall park in visitor or reserved parking areas. Any tenant found parking in such designated visitor or reserved parking areas or unauthorized areas shall be subject to tow-away at vehicle owner's expense. The parking areas shall not be used to provide car wash, oil changes, detailing, automotive repair or other services unless otherwise approved or furnished by Landlord. Tenant will from time to time, upon the request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees or agents.

31. No smoking of any kind shall be permitted anywhere within the Building, including, without limitation, the Premises and those areas immediately adjacent to the entrances and exits to the Building, or any other area as Landlord elects. Smoking in the Project is only permitted in smoking areas identified by Landlord, which may be relocated from time to time.

32. If the Building furnishes common area conferences rooms for tenant usage, Landlord shall have the right to control each tenant's usage of the conference rooms, including limiting tenant usage so that the rooms are equally available to all tenants in the Building. Any common area amenities or facilities shall be provided from time to time at Landlord's discretion.

33. Tenant shall not swap or exchange building keys or cardkeys with other employees or tenants in the Building or the Project.

34. Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests.

35. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Project.

36. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.

37. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and the Project and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein stated and any additional rules and regulations which are adopted.

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EXHIBIT B

FLOOR PLAN

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

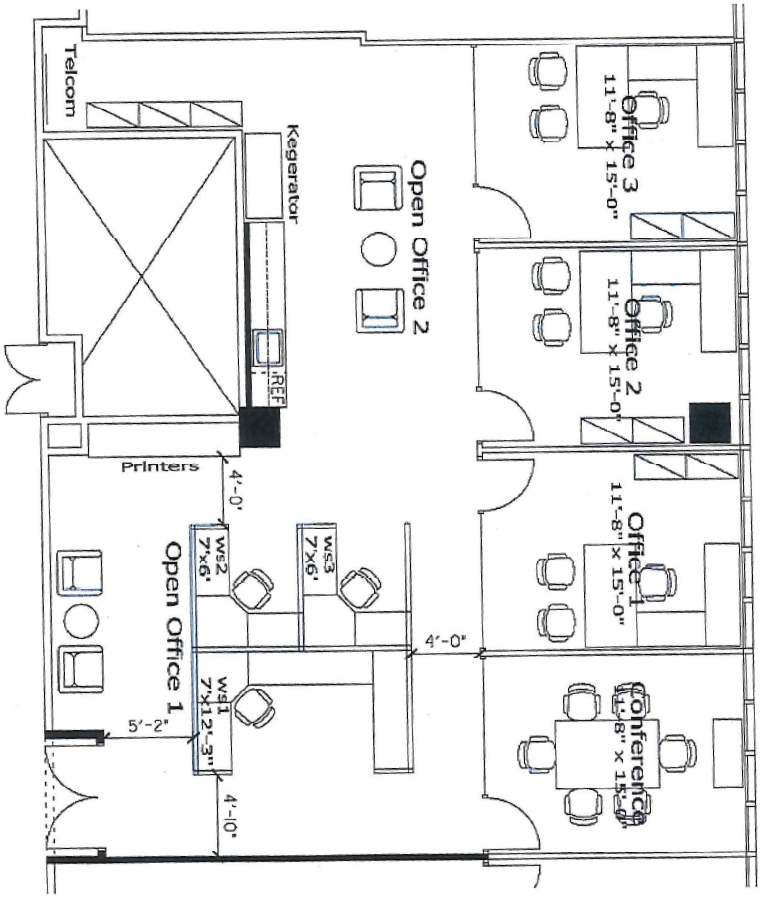

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EXHIBIT C

IMPROVEMENT AGREEMENT

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

1. In consideration of the mutual covenants contained in the Lease of which this **Exhibit C** is a part, Landlord agrees to perform the following initial tenant improvement work in the Premises ("**Tenant Improvements**")**:**

Tenant Improvement shall be as-is based on the attached Exhibit A, with the following exceptions:

- New Building Standard Carpet in offices
- Touch-up paint throughout or re-paint entire suite up to three (3) colors using building Standard paint
- Suite re-key
- Building Standard Suite signage and elevator lobby directory signage shall be provided to Tenant. In addition, Tenant shall be added to digital directory located in the 1st floor lobby.
- Furniture is not included and purchase shall be a direct negotiation between Tenant and Existing Tenant.

2. All the Tenant Improvements described above shall be performed by Landlord at its cost and expense using Building Standard materials and in the Building Standard manner. As used herein, "Building Standard" shall mean the standards for a particular item selected from time to time by Landlord for the Building or such other standards as may be mutually agreed upon between Landlord and Tenant in writing.

3. Without limiting the "as-is" provisions of the Lease, Tenant accepts the Premises in its "as-is" condition and acknowledges that Landlord has no obligation to make any changes or improvements to the Premises or to pay any costs expended or to be expended in connection with any such changes or improvements, other than the Tenant Improvements specified in Paragraph 1 of this **Exhibit C**.

4. Tenant shall not perform any work in the Premises (including, without limitation, cabling, wiring, fixturization, painting, carpeting, replacements or repairs) except in accordance with Paragraphs 7.1 and 7.3 of the Lease.

5. Tenant acknowledges that the Tenant Improvements may be performed during business hours and may be disruptive to Tenant's business. Landlord will attempt to perform any disruptive work during non-business hours, however, in the event Landlord incurs additional costs of construction to accommodate Tenant's schedule, such costs shall be borne by Tenant.

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EXHIBIT D

INSURANCE

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

Tenant's Insurance. Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the date of the Lease and at all times until the end of the Term, the following insurance coverage:

1. **Property Insurance.** Property/Business Interruption Insurance written on an All Risk or Special Cause of Loss Form, including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and any Alterations (as defined in Paragraph 7.1 of the Lease) performed by or for the benefit of Tenant.

2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 01 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least $2,000,000, and a minimum general aggregate limit of at least $3,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises or the Project by Tenant or any Tenant Party. Such insurance shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises.

3. **Worker's Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than $1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.

4. **Commercial Auto Liability Insurance.** Commercial auto liability insurance with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Such insurance shall cover liability relating to any auto (including owned, hired and non-owned autos).

5. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) evidence satisfactory to Landlord that Tenant carries "Builder's Risk" insurance covering construction of such Alterations in an amount and form approved by Landlord, (ii) such other insurance as Landlord shall nondiscriminatorily require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.

6. **General Insurance Requirements.** All Tenant's coverages described in this **Exhibit D** shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms; (ii) waive all rights of subrogation by the insurance carrier against Landlord; and (iii) be primary and non-contributing with Landlord's insurance. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this **Exhibit D** is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this **Exhibit D**. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated AVII or better in "Best's Insurance Guide" and authorized to do business in the State of California. Deductible amounts under all insurance policies required to be carried by Tenant under this Lease shall not exceed $10,000 per occurrence. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.

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EXHIBIT E

ASBESTOS NOTIFICATION

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

Sample Letter

[Date of Lease]

[Name of Tenant]

Re: **Asbestos Notification**
[Address of Building]
(the "Building)

Dear _____:

California law requires all owners of buildings constructed prior to 1979 to notify their tenants and requires relevant employers to notify their employees upon initial occupation and on an annual basis thereafter regarding their knowledge of the presence of any asbestos-containing construction materials ("ACM") within their buildings.

In this regard, a survey of the Buildings was conducted by an environmental consultant, _____, in which they walked through the Building, visually inspected it and bulk sampled cross-sections of certain building material identified as potentially containing asbestos. The bulk samples were analyzed for asbestos content employing and industry standard method, polarized light microscopy with dispersion staining. The laboratory results indicated that asbestiform minerals were found in the samples taken of _____.

The Environmental Protection Agency has found that as long as ACM remain undisturbed, exposure to airborne asbestos fibers is very unlikely and building occupants should not be subject to health hazards from these materials. All necessary safety precautions must be taken to ensure that any ACM that may be in the Building are not disturbed. Therefore, it is important that you conform to the provisions in your lease requiring that you obtain the landlord's permission before engaging in any kind of construction activity within the Building.

We are not physicians, scientists or industrial hygienists. Therefore, we have no special knowledge regarding the health effects of exposure to asbestos. However, it is common knowledge that exposure to asbestos may cause the development of certain diseases, including lung disease. If you have any particular questions regarding the health effects, you should contact qualified experts in the field.

The survey report prepared by _____ is available for your review and photocopying in the management office located at _____ during the hours _____ each business day. Please contact me if you should have any questions regarding this letter.

Sincerely,

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EXHIBIT F

PARKING RULES AND REGULATIONS

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

1. Cars must be parked entirely within painted stall lines.

2. All directional signs and arrows must be observed.

3. All posted speed limits for the parking areas shall be observed. If no speed limit is posted for an area, the speed limit shall be five (5) miles per hour.

4. Parking is prohibited:

   (a) in areas not striped for parking;

   (b) in aisles;

   (c) where "no parking" signs are posted;

   (d) on ramps;

   (e) in cross hatched areas; and

   (f) in such other areas as may be designated by Landlord.

5. Handicap and visitor stalls shall be used only by handicapped persons or visitors, as applicable.

6. Parking stickers or any other device or form of identification supplied by Landlord from time to time (if any) shall remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device may not be obliterated. Devices are not transferable and any device in possession of any unauthorized holder will be void. There will be a replacement charge payable by the parker and such parker's appropriate tenant equal to the amount posted from time to time by Landlord for loss of any magnetic parking card or any parking sticker.

7. Every parker is required to park and lock his or her own car. All responsibility for damage to cars or persons is assumed by the parker.

8. Loss or theft of parking identification devices must be reported to Landlord, and a report of such loss or theft must be filed by the parker at that time. Any parking identification devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by the parker must be reported to Landlord immediately to avoid confusion.

9. Parking spaces are for the express purpose of parking one automobile per space during Business Hours. Washing, waxing, cleaning, or servicing of any vehicle by the parker and/or such person's agents, vendors, contractors, and/or employees is prohibited. The parking areas shall not be used for overnight parking or for other storage for vehicles of any type. If a parker enters the parking area after 5:00 pm Monday through Friday or anytime on a weekend, unless otherwise indicated by Landlord, all spaces are unreserved and such parker may be charged additional fees for parking as determined by Landlord, and at Landlord's sole discretion.

10. Landlord reserves the right to refuse the issuance of parking identification or access devices to any tenant and/or such tenant's employees, agents, visitors or representatives who willfully refuse to comply with the Parking Rules and Regulations and/or all applicable governmental ordinances, laws, or agreements.

11. Tenant shall acquaint its employees, agents, visitors or representatives with the Parking Rules and Regulations, as they may be in effect from time to time.

12. Any monthly rental for parking shall be paid one month in advance prior to the first day of such month. Failure to do so will automatically cancel parking privileges, and a charge of the prevailing daily rate will be due. No deductions or allowances from the monthly rental for parking will be made for days a parker does not use the parking facilities. The monthly rental shall be subject to annual increase in Landlord's reasonable discretion, to keep the amount charged to Tenant consistent with market rates for parking in the parking facility of the Building.

13. Each parker shall pay a reasonable deposit for any parking card issued to such a person. Such deposit shall be paid at the time the parking card is issued and shall be forfeited if the parking card is lost. Such deposit shall be returned without interest, at the time such person ceases to utilize the parking facilities, upon surrender of the parking card. A reasonable replacement charge shall be paid to replace a lost card and an amount in excess of the initial deposit may be charged as the replacement fee.

14. Each parker shall be required to execute a separate Parking Agreement.

15. At any time, Landlord reserves the right, at its sole discretion, to change these Parking Rules and Regulations or alter the parking facilities in any way it deems necessary. Such changes may be completed in whole or in part, and may include, but shall not be limited to, reconfiguration, restriping, equipment installation, replacement and/or removal, and reconstruction.

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Certificate Of Completion

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Status: Completed
Subject: Please DocuSign: Copy of HCCTS - WORKFLOW - Lease.pdf, HCCTS partially executed lease.pdf
Source Envelope:
Document Pages: 22
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
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Envelope Originator:
Kevin Poage
555 Capitol Mall Ste 900
Sacramento, CA 95814-4606
kevinpoage@buzzoates.com
IP Address: 66.60.139.2

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kevinpoage@buzzoates.com
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Signer Events	Signature	Timestamp
Amy Lerseth amylerseth@buzzoates.com Executive Vice President Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 66.60.139.2	Sent: 6/10/2021 4:41:45 PM Viewed: 6/10/2021 4:50:50 PM Signed: 6/10/2021 4:51:36 PM
Electronic Record and Signature Disclosure: Accepted: 7/2/2019 1:28:21 PM ID: c6cd0975-7823-4425-85cf-ead1e59f0355		
Dan Corfee dcorfee@prefcap.com Managing Member Security Level: Email, Account Authentication (None)	DocuSigned by:  BFA63A339EF54C6... Signature Adoption: Pre-selected Style Using IP Address: 96.92.127.194	Sent: 6/10/2021 4:51:37 PM Viewed: 6/11/2021 8:30:07 AM Signed: 6/11/2021 8:30:15 AM
Electronic Record and Signature Disclosure: Accepted: 6/11/2021 8:30:07 AM ID: 96153cb5-cb24-40fa-85a7-2d721bfd02ff		
Larry Allbaugh larryallbaugh@buzzoates.com Investment Member Security Level: Email, Account Authentication (None)	DocuSigned by: 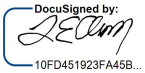 10FD451923FA45B... Signature Adoption: Drawn on Device Using IP Address: 174.208.106.115 Signed using mobile	Sent: 6/10/2021 4:51:37 PM Viewed: 6/10/2021 5:03:58 PM Signed: 6/10/2021 5:04:30 PM
Electronic Record and Signature Disclosure: Accepted: 6/10/2021 5:03:58 PM ID: 08eb072f-025b-4826-8746-1e37a13dc919		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

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Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2021 4:41:45 PM
Certified Delivered	Security Checked	6/10/2021 5:03:58 PM
Signing Complete	Security Checked	6/10/2021 5:04:30 PM
Completed	Security Checked	6/11/2021 8:30:15 AM

Payment Events	Status	Timestamps

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Parties agreed to: Amy Lerseth, Dan Corfee, Larry Allbaugh

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Buzz Oates Construction Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: courtneyoates@buzzoates.com

To advise Buzz Oates Construction Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at courtneyoates@buzzoates.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Buzz Oates Construction Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to courtneyoates@buzzoates.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to courtneyoates@buzzoates.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Buzz Oates Construction Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Buzz Oates Construction Inc during the course of your relationship with Buzz Oates Construction Inc.

049 - 2310 Fair Oaks Blvd Suite D.pdf

Addendum to Standard Commercial
Multi-Tenant Lease - Gross
2310 Fair Oaks Boulevard, Suite D
Sacramento, CA 95825

This Addendum to Lease Agreement (the "Lease") dated for reference purposes only, June 28, 2021, is entered into by and between Pavilions South, LLC ("Lessor") and Highlands Community Charter and Technical School ("Lessee") (jointly the "Parties").

RECITALS

- Parties entered into that certain Lease dated June 28, 2021 with respect to the premises described therein as approximately 3,172 square feet gross of retail commercial space addressed at 2310 Fair Oaks Boulevard, Suite D Sacramento, CA 95825 (the "Premises"), situated within the Pavilions South shopping center addressed at 2310 Fair Oaks Boulevard, Sacramento, CA 95825 (the "Shopping Center");

- **WHEREAS**, Lessor and Lessee are parties to each of the following agreements (collectively, the "Lease Agreements"), with respect to the Premises;
  - Standard Commercial Multi-Tenant Lease - Gross, dated June 28, 2021
  - This Addendum to Standard Commercial Multi-Tenant Lease - Gross, dated June 28, 2021
  - Exhibit A - Work to be Completed by Lessor
  - Exhibit B - Site Plan of Premises

- Lessee has verified the size, condition, location, layout, configuration of the Premises as suitable to conduct their Business;

- Terms "Landlord" shall be interchangeable with Lessor and "Tenant" shall be interchangeable Lessee;

- Lessee has separate lease agreements for 2310 Fair Oaks Boulevard, Suite C & C-2, Sacramento, CA 95825;

- Parties desire to amend the Lease as follows:

AGREEMENT

1. Initial Lease Term: FIVE (5) years;

   a. Lease Commencement Date: upon execution of Lease;
   b. Rent Commencement Date: September 1, 2021
   c. Lease Expiration Date: August 31, 2026;
   d. Early possession of Premises and possession of Unit C shall be upon execution of Lease;
   e. Lease extension(s) along with their terms & conditions by mutual agreement between Lessor and Lessee, made no less than SIXTY (60) days prior to Lease Expiration Date;

2. The Gross Rent (the "Rent"), shall be as per the following Rent Schedule:

July 2021 - August 2021
- Months 1-2: WAIVED
- Months 3 - 12: $7,930/mo gross September 2021- August 2022
- Months 13-24: $7,960.25/mo gross September 2022 - August 2023
- Months 25-36: $8,376.58/mo gross September 2023 - August 2024
- Months 37-48: $8,813.72/mo gross September 2024 - August2025
- Months 49-60: $9,272.72/mo gross September2025 - August 2026

Lessor shall pay for all NNN and CAM charges (including Shopping Center's property taxes, property insurance, maintenance, landscaping, cleaning, etc)

3. Rent is due on the 1st of each month, and a late fee of 5% of the Rent shall be assessed if Rent is not received at Western Management Co. office by the 10th of each month, located at 1025 9th Street Suite 205, Sacramento, CA 95814;

   a. Rent checks shall be made payable to **Pavilions South, LLC.**

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4. Amount due upon execution of Lease: WAIVED;

    a. SUMMARIZED AS FOLLOWS: First month's pro-rated Rent (September 1-30, 2021) in the amount of WAIVED (this First Month's Rent of $5,000 shall be due on or before September 1, 2021) plus Security Deposit in the amount of WAIVED;

5. Premises shall be used for private fitness center for Lessee' employees and students (the "Business");

6. Lessee is responsible for any and all common and separate utility meters, which include but are not limited to electricity, water, wastewater, sewer, gas, and garbage. Utility billing for meters that are not separately metered and thus mailed to Lessor or its agent, shall be pro-rated accordingly by management company, which are then to be reimbursed by Lessee;

7. Lessor will be delivering the Premises on an As-Is condition, except as provided in Exhibit A, and Lessee will have fully inspected the Premises prior to signing the Lease and Addendum;

    a. Lessee, at his sole cost and expense, will do any and all Lessee's improvements, but must first seek Lessor's written consent for any such improvements, and any Lessee's improvements shall not be unreasonably withheld;

8. Commencing on the Lease Commencement Date, Lessee, at his sole expense, shall provide and maintain at all times required insurance, naming Lessor as additional insured

9. Lessee is fully responsible for their own interior janitorial services, comprehensive liability insurance (naming Lessor as additional insured), security measures/devices, and telephone, internet & computer/data wire installation and services;

10. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration. The place of arbitration shall be Sacramento, CA. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction;

11. There have been no other oral or written representations or warranties other than what is set forth in the Lease, Addendum(s), and any exhibit(s).

AGREED AND ACCEPTED:

LESSOR
Pavilions South, LLC

_____ 7/3/21
[agent] **Date**

LESSEE

_____ 2/3/2021
Murdock Smith **Date**
Highlands Community Charter and Technical School

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EXHIBIT A
Work to be Completed by Lessor
2310 Fair Oaks Boulevard, Suite D
Sacramento, CA 95825 (the "Premises)

- Provide opening between Suite C-2 and Premises (Suite D)
- Repair all interior walls for a finished surface then prep and prime interior walls of Premises.
- Remove checkered floor tiles. Prep and seal concrete floors to receive finished flooring (to be provided by Lessee).
- Repair drop ceiling and install new ceiling tiles, where needed.
- Provide rod iron fence and gate on the exterior adjacent to Premises to create an enclosed outdoor fitness and recreation area (the "Outdoor Premises")
- Provide double door opening to Outdoor Premises
- All lighting, electrical outlets, electrical and plumbing system will be in good, operable condition
- Provide HVAC system. HVAC to be guaranteed by Lessor for a period of six (6) months from Lease Commencement Date.

*No other work is required of the Lessor, his agents, or staff. All other work shall be done by Lessee at their sole cost and expense.

AGREED AND ACCEPTED:

LESSOR
Pavilions South, LLC

_____ _____
[agent] Date

LESSEE
Highlands Community Charter and
Technical School

_____ _____
Murdock Smith Date

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STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease (**"Lease"**), dated for reference purposes only June 28, 2021, is made by and between Pavilions South, LLC ("Lessor") and Highlands Community Charter and Technical School ("Lessee"), (collectively the **"Parties"**, or individually a **"Party"**).

1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 2310 Fair Oaks Boulevard, Suites D, located in the City of Sacramento, County of Sacramento, State of California, with zip code 95825, as outlined on Exhibit _____ attached hereto (**"Premises"**) and generally described as (describe briefly the nature of the Premises): 3,172 square feet of retail commercial space at the Pavilions South shopping center, addressed as 2310 Fair Oaks Blvd, Suites D, Sacramento, CA 95825.
In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises (**"Building"**)and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the **"Project."** (See also Paragraph 2)

1.2(b) **Parking**: n/a unreserved vehicle parking spaces . (See also Paragraph 2.6)

1.3 **Term**: FIVE (5) years and ZERO (0) months ("Original Term") commencing upon execution of Lease Agreements **("Commencement Date")** and ending August 31, 2026 **("Expiration Date")**. (See also Paragraph 3)

1.4 **Early Possession**: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon execution of Lease Agreements **("Early Possessin Date")**. (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent**: $ 7,930 per month **("Base Rent")**, payable on the first (1st) day of each month commencing September 1, 2021 . (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph see Paragraph 2 of Addendum

1.6 **Lessee's Share of Common Area Operating Expenses**: N/A percent N/A % (**"Lessee's Share"**). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution**:

(a) **Base Rent** : $ _____ for the period _____ .

(b) **Common Area Operating Expenses**: N/A for the period _____ .

(c) **Security Deposit**: $ WAIVED **("Security Deposit")**.

(d) **Other**: $ N/A for N/A .

(e) **Total Due Upon Execution of this Lease**: $ No amount due at this time see Paragraphs 1 & 4 of Addendum

1.8 **Agreed Use**: private fitness center for Lessee's employees and students (the "Business") . (See also Paragraph 6)

1.9 **Insuring Party**. Lessor is the **"Insuring Party"**. (See also Paragraph 8)

1.10 **Real Estate Brokers**: (See also Paragraph 15 and 25)

(a) **Representation**: The following real estate brokers (the **"Brokers"**) and brokerage relationships exist in this transaction (check applicable boxes):

☐ _____ represents Lessor exclusively (**"Lessor's Broker"**);

☐ _____ represents Lessee exclusively (**"Lessee's Broker"**); or

☐ _____ represents both Lessor and Lessee (**"Dual Agency"**).

(b) **Payment to Brokers**: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached separate written agreement or if no such agreement is attached, the sum of _____ or _____ % of the total Base Rent payable for the Original Term, the sum of _____ or _____ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of _____ or _____ % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

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1.11 **Guarantor**. The obligations of the Lessee under this Lease are to be guaranteed by Murdock Smith ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 1-11

☒ a site plan depicting the Premises;
☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☒ other (specify): Exhibit A: Work to be Completed by Lessor

2. **Premises**.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease**.

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date (**"Applicable Requirements"**). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with

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Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term**.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its

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obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent**.

4.1. **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Common Area Operating Expenses"**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as **-"Common Area Operating Expenses"** :

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately ~~metered.~~

(iii) The cost of trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the

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extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use**.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense,comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the

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then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed

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plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity**.

8.1 **Payment of Premium Increases**.

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), (**"Required Insurance"**), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The **"Base Premium"** shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in

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lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a "Waiver of Subrogation" endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction**.

9.1 **Definitions**.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or

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destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes**.

10.1 **Definitions**.

(a) **"Real Property Taxes."** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by

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reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services**. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting**.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

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(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies**.

13.1 **Default; Breach**. A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had

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been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture**. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees**.

15.1 **Additional Commission**. If a separate brokerage fee agreement is attached then in addition to the payments owed pursuant to

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Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule attached to such brokerage fee agreement.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence**. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices**.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax

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machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers**.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship**.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover**. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies**. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement**. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law**. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance**.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Devise to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations,

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except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**. Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association,.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii)

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during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations**. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest**. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority**.; **Multiple Parties; Execution**.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict**. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer**. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments**. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial**. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT**.

48. **Arbitration of Disputes**. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease

☐ is ☐ is not attached to this Lease.

49. **Americans with Disabilities Act**. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

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The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____	Executed: _____
On: _____, _____	On: _____, _____
By LESSOR:	**By LESSEE:**
_____	_____
_____	_____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
_____	_____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
_____	_____
Address: _____	Address: _____
_____	_____
_____	_____
Telephone:( ) _____	Telephone:( ) _____
Facsimile:( ) _____	Facsimile:( ) _____
Email: _____	Email: _____
Email: _____	Email: _____
Federal ID No. _____	Federal ID No. _____
BROKER:	**BROKER:**
_____	_____
_____	_____
Att: _____	Att: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Telephone:( ) _____	Telephone:( ) _____
Facsimile:( ) _____	Facsimile:( ) _____
Email: _____	Email: _____
Federal ID No. _____	Federal ID No. _____
Broker/Agent DRE License #: _____	Broker/Agent DRE License #: _____
_____	_____
_____	_____

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent time: 02/20/2026 01:14:04 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 062 - 5411 Luce Ave Building 242 (Inactive 04.17.25).pdf 061 - 10121 Westminster Ave (Inactive 08.15.25).pdf 065 - 4813 El Camino Ave Suites A & B (Inactive 11.30.24).pdf 067 - 901 Arden Way.pdf 068 - 2260 Boxwood St.pdf 069 - 328 W 3rd St (Inactive 12.06.25).pdf 070 - 431 Hayes Avenue.pdf 071 - 1050 Fulton Ave #110 Bach Viet Attendance (Inactive 06.28.24).pdf 071 - 1050 Fulton Ave, Suite 150.pdf

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---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:43 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652
>
> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment
a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 23, 2024

Via Electronic Mail

Pat Keller
4813 El Camino Ave, Suite A & B
Carmichael, CA 95608

Pat Keller

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on September 1, 2022. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is November 30, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

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LEASE EXTENSION AGREEMENT

Date of Amendment: 04/03/2024
Landlord/Lessor: Pat Keller
Tenant/Lessee: Highlands Community Charter and Technical School

Property Address: 4813 El Camino Ave, Suites A &B
City, State, ZIP Code: Carmichael, CA 95608

Lease Start Date: 04/03/2024

The parties agree that the aforementioned lease extension agreement shall be **Month to Month**.

Monthly rent shall remain the same ($2000.00 a month) along with all other terms and conditions.

Landlord/Lessor Signature: [signature]

Date: 4/3/2024

Print Name: JOHN PATRICK KELLER

Tenant/Lessee Signature: [signature]

Date: 4.03.2024

Print Name: Murdock Smith

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CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL)

Date (For reference only): 8/30/2022

_____ ("Landlord") and _____ ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 4813 EL CAMINO AVE, SUITES A & B, CARMICHAEL CA. 95608 ("Premises"), which comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) SEPTEMBER 1, 2022 ("Commencement Date"), **(Check A or B):**
   - ☒ **A. Lease:** and shall terminate on (date) AUGUST 31, 2023 at 5:00 ☐ AM ☒ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
   - ☐ **B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
   - ☐ **C. RENEWAL OR EXTENSION TERMS:** See attached addendum _____.

3. **BASE RENT:**
   A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY:)
   - ☒ **(1)** $ 2000.00 per month, for the term of the agreement.
   - ☐ **(2)** $ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
   - ☐ **(3)** $ _____ per month for the period commencing _____ and ending _____ and
     $ _____ per month for the period commencing _____ and ending _____ and
     $ _____ per month for the period commencing _____ and ending _____.
   - ☐ **(4)** In accordance with the attached rent schedule.
   - ☐ **(5)** Other: _____.

   B. Base Rent is payable in advance on the **1st (or ☐ _____) day** of each calendar month, and is delinquent on the next day.
   C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**
   A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
   B. Payment: Rent shall be paid to (Name) PAT KELLER at (address) 5907 HAVEN WAY, CARMICHAEL, CA 95608, or at any other location specified by Landlord in writing to Tenant.
   C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____. If Tenant is in possession prior to the Commencement Date, during this time **(i)** Tenant is not obligated to pay Base Rent, and **(ii)** Tenant ☐ is ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**
   A. Tenant agrees to pay Landlord $ 2000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** broom clean the Premises, if necessary, upon termination of tenancy; and **(iv)** cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: **(i)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and **(ii)** return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
   C. No interest will be paid on security deposit, unless required by local ordinance.

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Landlord's Initials (JPL) (_____)
Tenant's Initials (_____) (_____)
Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Fax:
Broker:

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Premises: 4813 EL CAMINO AVE, SUITES A&B, CARMICHAEL, CA. 95608 Date 8/30/2022

7. PAYMENTS:

		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A.	Rent: From ____ (Date) To ____ (Date)	$	$	$	
B.	Security Deposit	$	$	$	
C.	Other: ____ (Category)	$	$	$	
D.	Other: ____ (Category)	$	$	$	
E.	**Total:**	$	$	$	

8. PARKING: Tenant is entitled to PARKING LOT unreserved and ____ reserved vehicle parking spaces. The right to parking ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional $ ____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: ____. The right to additional storage space ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional $ ____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, $ ____ as late charge, plus 10% interest per annum on the delinquent amount and $25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: TENANT COMPLETEING INTERIOR RENOVATIONS AFTER LEASE IS EXECUTED Items listed as exceptions shall be dealt with in the following manner: ____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant HIGHLANDS COMMUNITY CHARTER SCHOOL

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. ____

OR B. ☒ **(If checked)** Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as OFFICE AND EDUCATIONAL. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant **OR** ☒ **(If checked, Landlord)** shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord **OR** ☐ **(If checked, Tenant)** shall maintain the roof, foundation, exterior walls, common areas and EXTERIOR GROUNDS

Landlord's Initials (JPL) (____)
Tenant's Initials (____) (____)

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Reviewed by JPL Date ____

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Premises: 4813 EL CAMINO AVE, SUITES A&B, CARMICHAEL, CA 95608 Date 8/30/2022

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ _____) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within **60 (or** ☐ _____ **) calendar days** after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Landlord empty of all persons and personal property; **(iii)** vacate all parking and storage spaces; **(iv)** deliver Premises to Landlord in the same condition as referenced in paragraph 11; **(v)** clean Premises; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: **(i)** the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; **(ii)** the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and **(iii)** the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by relenting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than $ _____ . Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least $ _____, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (JMK) (_____)
Tenant's Initials (_____) (_____)
Reviewed by _____ Date _____

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Premises: 4813 EL CAMINO AVE, SUITES A&B, SACRAMENTO CA 95608 Date 8/30/2022

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: **(i)** shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and **(ii)** may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: **(i)** before occupancy begins, upon disapproval of the credit report(s); or **(ii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **DISPUTE RESOLUTION:**
    A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
    B. **ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.**
    (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; **(iv)** any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and **(v)** an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
    (3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials JPM / _____ Tenant's Initials _____ / _____

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Landlord's Initials (JPM) (_____)
Tenant's Initials (_____) (_____)
Reviewed by _____ Date _____

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Premises: 4813 EL CAMINO AVE. SUITES A&B, CARMICHAEL CA 95608 Date 8/30/2022

35. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: _____ Tenant: _____

Notice is deemed effective upon the earliest of the following: **(i)** personal receipt by either party or their agent; **(ii)** written acknowledgement of notice; or **(iii)** 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**

LANDLORD PAYS: ELECTRIC, GAS, WATER, SEWER AND GARBAGE

LANDLORD DOES NOT PROVIDE ANY COMMUNICATIONS SERVICE (IE. INTERNET OR PHONE)

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.
41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.
43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: _____ (Print Firm Name) is the agent of (check one):
☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (TPK) (_____)
Tenant's Initials (_____) (_____)

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Premises: 4813 EL CAMINO AVE, SUITES A & B, CARMICHAEL, CA 95608 Date 8/30/2022

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant HIGHLANDS COMMUNITY CHARTER SCHOOL Date 8/30/2022

(Print Name)
Address 1333 GRAND AVE City SACRAMENTO State CA Zip 95838

Tenant _____ Date _____

(Print Name)
Address _____ City _____ State _____ Zip _____

Landlord PAT KELLER Date 8/30/2022
(owner or agent with authority to enter into this agreement)
Address 5407 ARDEN WAY City CARMICHAEL State CA Zip 95608

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)
Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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Reviewed by _____ Date _____

071 - 1050 Fulton Ave #110 Bach Viet Attendance (Inactive 06.28.24).pdf

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 10, 2024

Via Electronic Mail

Mel Demoff
Bach Viet Association, Inc.
1050 Fulton Ave., Suite 110
Sacramento, CA 95825

Mr. Demoff,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2023 for the site located at 1050 Fulton Ave., Suite 110, Sacramento, CA 95825. Pursuant to Section 8 of the MOU, we regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Friday, June 28, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at mayra.valdivia@hccts.org.

Thank you,

MAYRA VALDIVIA
Acting Executive Director
Highlands Community Charter School

071 - 1050 Fulton Ave #110 Bach Viet Attendance (Inactive 06.28.24).pdf

071

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
BACH VIET ASSOCIATION, INC.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Bach Viet Association, Inc., a non-profit organization organized and existing under the laws of the State of California (hereinafter "BVA").

I. RECITALS

WHEREAS, HIGHLANDS and BVA desire to enter into this MOU to document the arrangement and agreement between parties regarding BVA' referral of students to HIGHLANDS during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and BVA hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and BVA agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and BVA while attending classes at BVA.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:
A. They must not possess a U.S. High School Diploma

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B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)
C. They must be a resident of California

3. Term

The term of this MOU shall be for one year, commencing on July 1, 2023 and ending on June 30, 2024. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations.

HIGHLANDS shall pay a monthly payment for student attendance calculated at $3.00 per hour for each qualified and properly enrolled student who attends classes at 1050 Fulton Ave., Suite 110, Sacramento, CA 95825 location. BVA agrees to maintain attendance records utilizing PowerSchool student information system. Further, BVA shall assist and support HIGHLANDS in the administration of the California Student Assessment System (CASAS) and other assessments required, or necessary to monitor student progress.
BVA shall prepare a monthly invoice for the educational services provided. This invoice shall be compared to submitted attendance records submitted by BVA and paid within 30 days of receipt and approval of invoice.

5. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS' staff 10 school days prior to the 1st day of classes at the site.
Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist prior to classroom instruction to ensure proper credentialing is in place.

6. Marketing.

HIGHLANDS and BVA will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and BVA.

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7. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, BVA, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the BVA' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by BVA, in or about the site; BVA' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of BVA, HIGHLANDS, shall indemnify, hold harmless, and defend BVA, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against BVA, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, BVA from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend BVA and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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8. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

BVA: Mel Demoff
Bach Viet Association, Inc.
1050 Fulton Ave., Suite 110
Sacramento, CA 95825
Attention: Executive Director

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

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11. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties

This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

13. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as

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evidence of the interpretation hereof, or of the intention of the parties hereto.

18. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

21. Dispute Resolution.

In the event of any dispute between HIGHLANDS and BVA regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the BVA' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.27.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10/27/23

Mel Demoff, Executive Director
Bach Viet Association

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 06, 2025

Via Electronic Mail

Lopez Properties
141 South A Street, Suite 106
Oxnard, CA 93030

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on December 01, 2022 for 328 West Third Street, Oxnard, CA 93036. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is December 06, 2025.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

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***PREMISES**: 328 West Third Street, Oxnard, CA 93036*
PROPERTIES

LOPEZ

141 S. A St., Oxnard, CA 93036
milopezproperties@gmail.com

COMMERCIAL LEASE AGREEMENT

THIS LEASE, dated DECEMBER 1, 2022, is between Lopez Properties, hereinafter called "LANDLORD", Murdock Smith, also known as, HIGHLANDS COMMUNITY CHARTER SCHOOL, as "TENANT."

1. PROPERTY LEASED. LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD the property, hereinafter called "Premises", located in the County of Ventura, State of California described as follows: **Lopez Building at 328 West Third Street in Oxnard, California, 93030**. A single private restroom is included and men's and women's restrooms are shared with other building tenants. The front northwest window section will be retained for use by Lopez Properties as a community display.

2. TERM. The term of this lease shall be for a period of three years, commencing December 1, 2022 and continuing thereafter until November 30, 2025.

3. RENT. In consideration for the use and occupancy of the premises, TENANT agrees to pay LANDLORD rent payable in monthly payments of $4,500.00, hereinafter referred to as BASE RENT. Rent may be mailed or hand-delivered to Lopez Properties at 141 South A Street, Suite 106 in Oxnard, California and shall be due and payable on the 1st day of each month. Alternatively, rent may be deposited via Zelle with the following information: Name - Lopez Properties, Email - milopezproperties@gmail.com. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted by increasing 5%, plus any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for all urban consumers (CPI) for Oxnard, California or a maximum of 10% increase - whichever is less. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to the Base Rent shall be based on an alternate index that most closely reflects the CPI.

4. LATE FEES, INTEREST, NSF CHECKS. TENANT acknowledges that either late payment of Rent or issuances of a NSF check may cause LANDLORD to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to processing, enforcement and accounting expenses, and late charges imposed on LANDLORD. In the event that TENANT shall be more than five (5) days late in the payment of the monthly rent to LANDLORD, then TENANT shall be charged the extra sum of $225.00 (5% of Base Rent,) plus 10% interest per annum on the delinquent amount as a late fee. If a check is returned NSF (Insufficient Funds), TENANT shall pay an additional $35.00 NSF Fee. Fees shall be deemed additional rent and shall be paid with the current installment of Rent. LANDLORD and TENANT agree that these charges represent a fair and reasonable estimate of the costs LANDLORD may incur by reason of TENANT's late or NSF payment. LANDLORD's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of TENANT. LANDLORD's right to collect a Late Charge of NSF fee shall not be deemed an extension of the date Rent is due, or prevent LANDLORD from exercising any other rights and remedies under this agreement, and as provided by law.

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5. SECURITY DEPOSIT. TENANT will deposit $6750.00 (1.5 times Base Rent) with LANDLORD as security for the full and faithful performance of each term, provision, covenants and conditions of this agreement upon signing of the lease. Upon increase in Base Rent during the term of this agreement, TENANT agrees to increase security deposit by the same proportion as the increase in Base Rent. If TENANT, defaults in respect to any of the terms, covenants provisions, and conditions of this agreement, including but not limited to the payment of rent, to repair damages to the premises caused by the TENANT upon termination of tenancy, LANDLORD may use, apply or retain the whole or any part of this security for payment of any or all of above such mentioned specific purpose. Any remaining portion of such deposit shall be returned to TENANT no later than 21 days after termination of TENANTS' final tenancy or holdover. Final tenancy includes vacating the premises and returning the keys. **The Security Deposit shall not be used by TENANT in lieu of payment of the last month's rent.**

6. OPTION. Upon the termination of this three year lease, TENANT shall have the right to renew for an additional three years at the adjusted Base Rent, provided that TENANT, notify LANDLORD in writing of an election to lease no less than thirty (30) days before the natural expiration of the immediately previous leasehold term. TENANTS' failure to do so timely, shall result in forfeiture of TENANTS' option hereunder. Increase in rent will continue pursuant to section three.

7. USE. The Premises shall be used for professional office use and adult charter school use only. TENANT accepts the Premises subject to all local, state and federal laws, regulations and ordinances. LANDLORD makes no representation or warranty that Premises are now or in the future will be suitable for TENANT'S use. TENANT has made its own investigation regarding all applicable laws. TENANT has fully examined the Premises and is fully aware of their condition. TENANT acknowledges, after fully examining the Premises, that they are suitable for their intended use. LANDLORD agreed to remove furniture, items and clean the Premises, and to ensure the plumbing is working in the private restroom. TENANT acknowledges that LANDLORD has no specific knowledge of other needs of TENANT for the agreed use of the Premises, that no other specific representation has been made by LANDLORD and that LANDLORD has not agreed to make other changes. TENANT assumes the risk that the premises are suitable for their intended use as such Premises exists upon taking possession thereof.

8. ALTERATIONS. TENANT shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without LANDLORD'S prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. TENANT shall give LANDLORD advance notice of the commencement date of any planned alterations, and requires a lien release from any contractor performing work on the Premises. Any alterations required by Law as a result of TENANT's use shall be TENANT's responsibility. TENANT will install at their cost with approval of the LANDLORD: new Luxury Vinyl Flooring downstairs, updated private bathroom fixtures, and a back door. With prior LANDLORD approval, the TENANT, at their cost, may update the upstairs fan/lighting and painting drywall. Any lighting removed, must be held in protective wrap in the upstairs on-site storage. No alterations will be allowed for wood stairs or wood floors on the second floor. TENANT with

LANDLORD's Initials (_____) (_____)
TENANT's Intitials (_____) (_____)

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LANDLORD approval will install partition for LANDLORD window display in the Northwest windows at LANDLORD's expense.

9. ADDITIONAL STORAGE. Storage is permitted as follows: the upstairs storage will be shared between the LANDLORD and TENANT. TENANT shall store only personal property that TENANT owns, and shall not store property that is claimed by another, or in which another has any right title or interest. TENANT shall not store any improperly packaged food or perishable goods, flammable materials, explosives or other dangerous or hazardous material. TENANT shall pay and be responsible for the clean-up of any contamination caused by TENANT's use of the storage area.

10. HOLD HARMLESS. LANDLORD shall not be liable for, and TENANT agrees to hold LANDLORD harmless from any loss, damage, liability or expenses incurred, suffered or claimed by any person or persons, except LANDLORD or his agents, and caused by reason of any negligence on the part of TENANT in the use of the real property hereby leased and demised.

11. INSURANCE. TENANT's personal property, fixtures, equipment, inventory and vehicles are not insured by LANDLORD against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. TENANT is to carry TENANT's own property insurance to protect TENANT from any such loss. In addition, TENANT shall carry liability insurance in an amount of not less than $2,000,000. TENANT's liability insurance shall name LANDLORD as additional insured. TENANT, upon LANDLORD's request shall provide LANDLORD with a certificate of insurance establishing TENANT's compliance. TENANT is advised to carry business interruption insurance in an amount at least sufficient to cover TENANT's complete rental obligation to LANDLORD. TENANT releases LANDLORD and waives rights to subrogation against LANDLORD for loss or damage covered by insurance.

12. DAMAGE TO PREMISES. If, by no fault of TENANT, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, LANDLORD shall have the right to restore the Premises by repair or rebuilding. If LANDLORD elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect, If LANDLORD is unable to restore the Premises within this time, or if LANDLORD elects not to restore, then either LANDLORD or TENANT may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, the Rent shall be reduced based on the extent to which the damage interferes with TENANT's reasonable use of Premises. If damage occurs as a result of an act of TENANT's or TENANT's guests, only LANDLORD shall have the right of termination, and reduction in Rent shall be made.

13. HAZARDOUS MATERIALS. TENANT shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, TENANT is permitted to make use of such materials that are required to be used in the normal course of TENANT's business provided that TENANT complies with all applicable Laws related to the hazardous materials. TENANT is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by TENANT.

LANDLORD's Initials (_____) (_____)
TENANT's Intitials (_____) (_____)

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14. COMPLIANCE WITH LAW. TENANT shall not do or suffer anything to be done whereby the land or premises may be encumbered by a mechanic's lien. If a mechanic's lien is filed against the land/premises purporting to be for labor or materials furnished or to be furnished to TENANT, TENANT shall cause to be discharged the same from record within ten days after the date of filing.

15. DEFAULT. In case the TENANT fails or omits to pay the rental required to be made hereunder or fail or omit to perform any of the covenants or conditions herein contained, the term of this lease shall expire forthwith at the election of the LANDLORD, in the same manner and to the same effect as if such were the date originally fixed herein for the expiration of the term. In case of any such default by TENANT, as aforesaid, or in the event TENANT moves out or vacates or abandons said real property hereby leased and demised, LANDLORD, may at LANDLORD'S option and without notice or process of law, re-enter and take possession or said demised real property and have TENANT property removed therefrom and place in storage in a public warehouse at the expense and risk of TENANT. At LANDLORD'S option, they may terminate this lease and/or may lease said demised premises or any part thereof as the agent of TENANT shall be liable for amounts equal to the several installments of rent as they would under the terms of the lease become due, less such amounts, if any, actually received by the LANDLORD and credited to the account of rental as aforesaid. LANDLORD shall not at any time be deemed to have terminated this lease by retaking possession of the demised premises hereby leased unless notice in writing thereof be served on TENANT. All remedies herein provided shall be cumulative and in addition to all other remedies allowed by law.

16. TENANT REPRESENTATIONS; CREDIT: TENANT warrants that all statements in TENANT's financial documents and rental application are accurate. TENANT authorizes LANDLORD to obtain TENANT's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. LANDLORD may cancel this agreement: (1) before occupancy begins, upon disapproval of the credit report(s); or (2) at any time, upon discovering that information in TENANT's application is false. A negative credit report reflecting on TENANT's record may be submitted to a credit reporting agency, if TENANT fails to pay Rent or comply with any other obligation under this agreement.

17. ATTORNEY'S FEES. In any action by LANDLORD to collect any rental hereunder or to enforce any of the terms or conditions hereof or to recover damages for breach hereof, or to terminate this lease by reason of failure of TENANT to perform any of its agreements herein continued, or in any litigation relating to the lease, the prevailing party shall be entitled to reasonable attorney's fees which shall be fixed by the court.

18. HOLDOVER. In the event TENANTS hold over or remain in possession or occupancy of the real property leased herein, with the consent of the LANDLORD, after the expiration of the term of this lease, or any extension or renewal thereof, such holding over or continued possession or occupancy shall not be deemed or held to operate as any renewal or extension of this lease and shall only grant a tenancy from month to month which may at any time be terminated by either LANDLORD or TENANT upon 30 days notice in writing to the other of such intention to terminate the same. The monthly rental for such holding over shall be the same as the last month of the term of this lease.

LANDLORD's Initials (_____) (_____)
TENANT's Intitials (_____) (_____)

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19. WAIVER. All covenants on the part of the TENANT are hereby made conditions, but any waiver or consent given unto TENANT shall not extinguish any covenant or condition nor constitute a waiver of any breach or breaches thereof, but the same shall be deemed continuous and binding upon the TENANT and his successors and assignees.

20. TIME. Time is of the essence in this agreement and in each and every provision thereof, and the waiver by LANDLORD of any breach shall not be deemed to be a waiver of any subsequent breach of a similar or dissimilar character.

21. NOTICES. All notices under this lease can be given by either personal service or registered or certified mail. All notices by mail shall be deemed served 48 hours after deposit in the United State mail. Either party may change its address for notice purpose by giving notice of such change as provided herein. Notices given by mail shall be addressed as follows:

    a. Notice to be served upon LANDLORD should be sent to LANDLORD'S Address:

    Lopez Properties
    141 South A St., Suite 106
    Oxnard, CA 93030

    b. Notice to be served upon TENANT should be sent to TENANT' Address:

    Highlands Community Charter School
    328 West Third St.
    Oxnard, CA 93036
    OR
    1333 Grand Ave., 95838
    Sacramento, CA
    1333 Grand Ave, Sacramento, CA 95838

22. PLACE OF EXECUTION AND PERFORMANCE. This lease is made and entered into in Ventura County, California, and is to be performed in said County. This lease shall be subject to the laws of the State of California and it is agreed if any work, phrase, clause, sentence, article, provision or paragraph of this lease is or shall be held invalid or unlawful under the laws of California for any reason, the same shall be deemed severed from the remainder hereof and stricken therefrom and shall in no way affect or impair the validity of this lease or any other portion thereof and this lease shall otherwise remain in full force and effect.

23. ENTRY. TENANT shall permit LANDLORD and his agents to enter into and upon said Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of making repairs, alterations or additions to any other portion of said building. LANDLORD and TENANT agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, LANDLORD or LANDLORD's representative may enter Premises at any time without prior notice.

24. SIGNS: TENANT authorizes LANDLORD to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 day period preceding the termination of the agreement.

LANDLORD's Initials (_____) (_____)
TENANT's Intitials (_____) (_____)

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25. WASTE, QUIET CONDUCT. TENANTS shall not, and shall ensure that guests and licensees of TENANT do not, disturb, annoy, endanger, or interfere with other lessees of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste upon said Premises, or any nuisance thereon.

26. PARKING. TENANT agrees that TENANT, TENANT's agents, employees, licensees, students and concessionaires will abide by rules that the LANDLORD may, from time to time, prescribe for parking. During the term of the lease, unreserved parking shall include the Lopez Building parking lot on the East side of the building and street parking. Additionally, off-street parking is abundantly available in the nearby public parking lot and in the public parking structure within a block.

27. TENANT OPERATING EXPENSES. TENANT agrees to pay for all utilities and services directly billed to TENANT - including electrical and gas. Internet, telephone and computer services and installation are the responsibility of the TENANT.

28. PROPERTY OPERATING EXPENSES. LANDLORD shall pay for the following utilities: water and trash for Premises and for the following utilities for the common areas - hallway and restrooms: electrical, water, gas and trash. Should LANDLORD see an excessive increase in utilities usage, an appropriate assessment may be incurred.

29. JANITORIAL SERVICE. TENANT shall be responsible for the weekday janitorial services to the areas which are the subject matter of this lease agreement and the common areas (shared hallway and restrooms.)

30. SECURITY AND SAFETY. LANDLORD will provide two keys for the unit. Replacement keys will be $25.00. TENANT or its agents leaving the building agree to lock the common doors of the building when entering or exiting after hours. Building operating hours are 8:00 am - 6:00 pm.

31. TERMINATION OF LEASE. Upon the expiration of the term of this lease, or upon its sooner termination, TENANT shall peaceably vacate the leased property and deliver to LANDLORD the Premises in good order and condition, ordinary wear and tear excepted, and all keys and other items of similar nature pertaining to the leased property. TENANT shall remove all rubbish and waste from the leased property and ensure the space is in a neat, clean and in sanitary condition. TENANT shall give forwarding address as written notice to LANDLORD.

DocuSigned by: 7411B267CB384CB... 12/1/2022
DocuSigned by: 4E37C80A833F4DC... 11/30/2022

BY:_____

LOPEZ PROPERTIES DATE
IRMA LOPEZ or MARISA I. LOPEZ

DocuSigned by: 0F3453502EE6409... 11/30/2022

BY:_____

HIGHLANDS COMMUNITY CHARTER SCHOOL DATE
MURDOCK SMITH

LANDLORD's Initials (_____) (_____)
TENANT's Intitials (_____) (_____)

070 - 431 Hayes Avenue.pdf

LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
LAOS Resources and Consulting, LLC

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and LAOS Resources and Consulting, LLC (hereinafter "LAOS Resources and Consulting, LLC") (HIGHLANDS and LAOS Resources and Consulting, LLC being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, LAOS Resources and Consulting, LLC is the owner of a certain real property located at 431 Hayes Avenue, Sacramento, CA 95838 (the "Site" or "Premises");

WHEREAS, LAOS Resources and Consulting, LLC is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and LAOS Resources and Consulting, LLC desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of LAOS Resources and Consulting, LLC'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LAOS Resources and Consulting, LLC hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 1,000 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

070 - 431 Hayes Avenue.pdf

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, it at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to LAOS Resources and Consulting, LLC not less than three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with LAOS Resources and Consulting, LLC'S shared use of the Site, if any. LAOS Resources and Consulting, LLC'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to LAOS Resources and Consulting, LLC. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and LAOS Resources and Consulting, LLC equipment thereon, shall revert to LAOS Resources and Consulting, LLC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LAOS Resources and Consulting, LLC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LAOS Resources and Consulting, LLC, if available. LAOS Resources and Consulting, LLC agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with LAOS Resources and Consulting, LLC further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

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F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and LAOS Resources and Consulting, LLC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) LAOS Resources and Consulting, LLC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

LAOS Resources and Consulting, LLC agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.55 per square foot ($1,550.00 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 1,000 square feet.

HIGHLANDS agrees to reimburse the cost of janitorial at $750.00 per month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

3. Maintenance and Operations.

A. LAOS Resources and Consulting, LLC Obligations. LAOS Resources and Consulting, LLC shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. LAOS Resources and Consulting, LLC'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

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B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LAOS Resources and Consulting, LLC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LAOS Resources and Consulting, LLC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LAOS Resources and Consulting, LLC'S property. LAOS Resources and Consulting, LLC reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.
Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30;

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(d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of LAOS Resources and Consulting, LLC and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose LAOS Resources and Consulting, LLC or HIGHLANDS to any liability therefor. In addition, LAOS Resources and Consulting, LLC may condition its consent to any Reportable Use upon receiving such additional assurances as LAOS Resources and Consulting, LLC reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform LAOS Resources and Consulting, LLC. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by LAOS Resources and Consulting, LLC, HIGHLANDS shall

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immediately give written notice of such fact to LAOS Resources and Consulting, LLC, and provide LAOS Resources and Consulting, LLC with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold LAOS Resources and Consulting, LLC and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. LAOS Resources and Consulting, LLC Indemnification. LAOS Resources and Consulting, LLC shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of LAOS Resources and Consulting, LLC. No termination, cancellation or release agreement entered into by LAOS Resources and Consulting, LLC and HIGHLANDS shall release LAOS

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Resources and Consulting, LLC from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify LAOS Resources and Consulting, LLC and LAOS Resources and Consulting, LLC shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to LAOS Resources and Consulting, LLC if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LAOS Resources and Consulting, LLC'S prior written consent. LAOS Resources and Consulting, LLC approval of any improvements, including the work schedule, work hours, and modifications, shall be at LAOS Resources and Consulting, LLC'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LAOS Resources and Consulting, LLC'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws.

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LAOS Resources and Consulting, LLC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LAOS Resources and Consulting, LLC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LAOS Resources and Consulting, LLC requires the cessation of work, LAOS Resources and Consulting, LLC and HIGHLANDS will immediately meet to address LAOS Resources and Consulting, LLC'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. LAOS Resources and Consulting, LLC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the

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portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LAOS Resources and Consulting, LLC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LAOS Resources and Consulting, LLC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by LAOS Resources and Consulting, LLC, and shall remain in procession of LAOS Resources and Consulting, LLC at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LAOS Resources and Consulting, LLC in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. LAOS Resources and Consulting, LLC and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, LAOS Resources and Consulting, LLC and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property

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arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against LAOS Resources and Consulting, LLC or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

LAOS Resources and Consulting, LLC'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LAOS Resources and Consulting, LLC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LAOS Resources and Consulting, LLC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LAOS Resources and Consulting, LLC, in or about the site; LAOS Resources and Consulting, LLC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LAOS Resources and Consulting, LLC, HIGHLANDS, shall indemnify, hold harmless, and defend LAOS Resources and Consulting, LLC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually

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filed, and/or any judgement rendered against LAOS Resources and Consulting, LLC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LAOS Resources and Consulting, LLC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LAOS Resources and Consulting, LLC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of LAOS Resources and Consulting, LLC. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of LAOS Resources and Consulting, LLC.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**"

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form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit LAOS Resources and Consulting, LLC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LAOS Resources and Consulting, LLC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. LAOS Resources and Consulting, LLC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and LAOS Resources and Consulting, LLC shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to LAOS Resources and Consulting, LLC, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. LAOS Resources and Consulting, LLC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings

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or fixtures of LAOS Resources and Consulting, LLC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

LAOS Resources and Consulting, LLC: Edna Latsamythong
3842 Havenparke Way
Sacramento, CA 95834

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/26/24

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 10/1/24

Edna Latsamythong
LAOS Resources and Consulting, LLC

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of certain building on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.

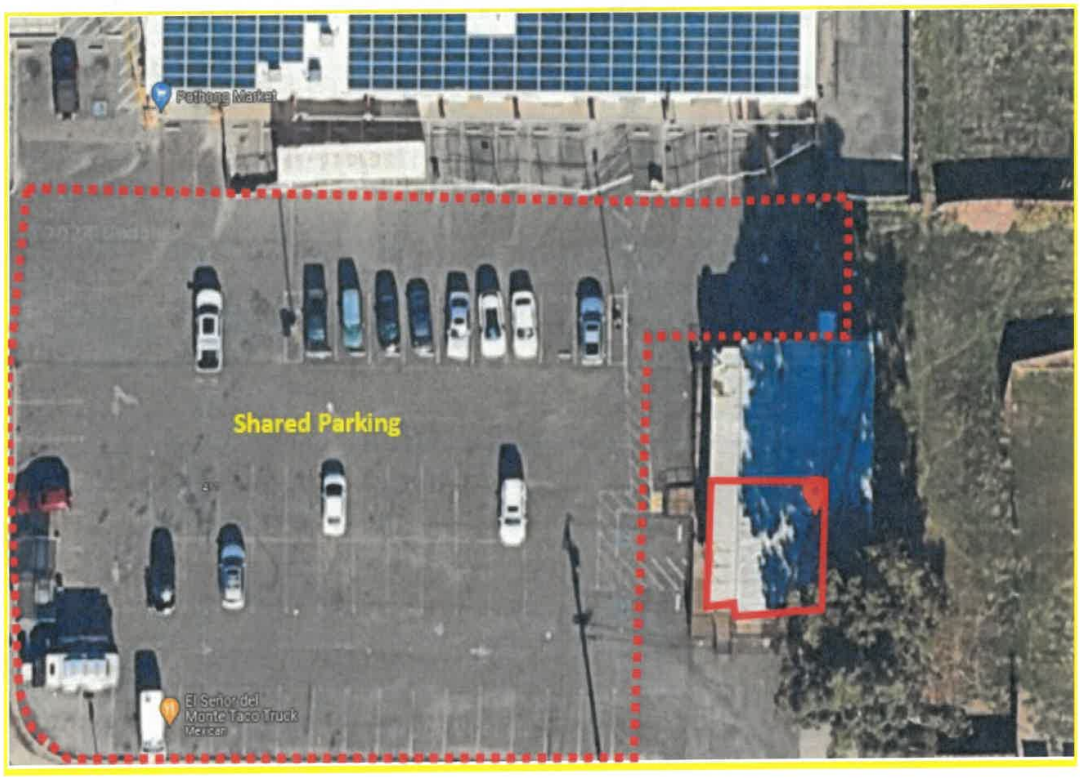

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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LAOS Resources and Consulting, LLC'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. LAOS Resources and Consulting, LLC shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and LAOS Resources and Consulting, LLC shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
LAOS RESOURCES AND CONSULTING, LLC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Laos Resources and Consulting, LLC (hereinafter "LRC").

I. RECITALS

WHEREAS, LRC is the owner of a certain real property and its main facilities are located at 431 Hayes Avenue, Sacramento, California 95838 (the "Site").

WHEREAS, HIGHLANDS and LRC desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LRC's Site during the 2023-24 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LRC hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and LRC agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and LRC while attending classes at LRC.

2. Use of the Site.
   LRC hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all

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LRC's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.
Each class requires use of the following:
1 Large Classroom
Secure storage for textbooks and supplies
Gender neutral restroom
Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.
B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with LRC's shared use of the Site, if any. LRC's shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.
C. Reversion to LRC. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LRC equipment thereon, shall revert to LRC.
D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LRC with reasonable advance notice of the time and nature of the drill.
E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LRC, if available. Upon completion of equipment conducted by LRC, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.
F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LRC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural

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deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LRC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.
LRC agrees to provide space to HIGHLANDS as described in section 2 at a charge of $1,500 per month until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.
HIGHLANDS agrees to pay $250 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

4. Financial/Recordkeeping Obligations.
HIGHLANDS will reimburse the cost of janitorial at $750, and a community liaison at $2,000 on a monthly basis.

LRC shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

5. Instruction.
All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.
Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Maintenance and Operations.
The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of LRC. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LRC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LRC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LRC's property. LRC reserves the right to implement a process for submission of maintenance /repair requests.

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7. Installation of Improvements by HIGHLANDS.
HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LRC prior written consent. LRC approval of any improvements, including the work schedule, work hours, and modifications, shall be at LRC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LRC's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LRC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LRC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LRC requires the cessation of work, LRC and HIGHLANDS will immediately meet to address LRC's concerns. No construction or installation will resume until LRC's concerns are adequately addressed.

8. Provision of Facilities.
The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

9. Security System/Keys.
HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

10. Condition of Property.
HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. LRC shall remain

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responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LRC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LRC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.
The Parties acknowledge that title to the site and all improvements are held by LRC, and shall remain in procession of LRC at all times.

12. Surrender of Premises.
Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LRC in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

13. Insurance.
HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of

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HIGHLANDS. LRC's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LRC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LRC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LRC, in or about the site; LRC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LRC, HIGHLANDS, shall indemnify, hold harmless, and defend LRC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against LRC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LRC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LRC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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15. Placement of Signs.
HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and LRC will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LRC.

17. Access to Inspection.
HIGHLANDS shall permit LRC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LRC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LRC's oversight obligations. LRC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

18. Termination.
The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.
LRC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LRC located at the site or used by HIGHLANDS.

20. Notice.
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

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HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

LRC : Edna Latsamythong
Laos Resources and Consulting, LLC
3842 Havenparke Way
Sacramento CA 95834

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.
Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties
This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

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24. California Law.
This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.
The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.
This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.
This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions.
The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.
Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.
The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Email Signatures.
This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.
In the event of any dispute between HIGHLANDS and LRC regarding this MOU, including alleged violation, misrepresentation or misapplication of

this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LRC's Executive Director and HIGHLANDS' Executive Director. Both Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with both Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.25.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10/27/23

Edna Latsamythong
Laos Resources and Consulting, LLC

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ADDENDUM TO LEASE

Date: May 23, 2023
By and Between
Lessor: Silky Oaks Properties, LLC, a California limited liability company
Lessee: Highlands Community Charter and Technical Schools, a California 501C3 non profit corporation
Property Address: 1050 Fulton Ave., Suite 150, Sacramento CA
(street address, city, state, zip)

Paragraph: _

50. Monthly Rent Schedule:

Months	Monthly Rent
July 1, 2023 - June 30, 2024	$4,034.10
July 1, 2024 - June 30, 2025	$4,152.75
July 1, 2025 - June 30, 2026	$4,271.40

51.Lessee Improvements:
Lessee will directly employ, Lessee's contactor Marshall Sperbeck. Lessee's Improvements will include the Following:
a. Demolition, clean up and repair of the walls indicated by the red squiggly lines on the attached Exhibit "A-1" plan.
b. The change out of all fluorescent light fixture with new LED light fixtures
c. Replacement of carpet in the entirety of the rooms where walls are being demolished, at a minimum, or in the entire space if necessary. If Lessee's contractor can't match the existing carpet, Lessor reserves the right to approve the complimentary carpet quality and color Lessee is proposing.
d. Paint the entire space using a paint color and quality approved by Lessor.

Additionally, prior to any work being completed by Lessee, Lessee's Contractor & Lessee shall provide Lessor a Certificate of Insurance naming Lessor, Silky Oaks Properties, LLC as additional insured. The Policy amounts are $1,000,000 Commercial General Liability with an annual aggregate of not less than $2,000,000 with coverage per terms of the Lease contained on Paragraph 8.

Lessor, upon completion of the above work above and after completing a walk through with Lessor's representative, shall credit Lessee Six Thousand Five Hundred ($6,500) towards the above improvements in the form of a rent credit.

52.Additional Operating Hours & Security:
The rent is based on a full service lease basis, assuming standard business hours for HVAC service, of Monday-Friday 7:00 a.m. to 6:00 p.m. and excluding all major holidays and other recognized nationally per the attached standard lease. Lessee shall pay additional HVAC charges for weekend hours of $100 per day. Additionally, in the event where false alarms are caused by Lessee and security is called, Lessor will pay for 2 false alarms per month with no charge, but after that Lessee will be charged for those false alarm calls at a cost of $125 for each additional false alarm call.

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53. Existing Lessee Lease Termination:
The lease is subject to Mutual lease termination of the existing lease with Bach Viet (current lessee) and Lessor Silky Oaks Properties, effective July 1, 2023.

54.Signage:
Lessor to provide building standard lobby and suite signage for Suite 150 at no additional cost to Lessee.

55. Indemnity:
Except to the extent caused by the gross negligence or will full misconduct of Lessee, its agents, employees or contractors, Lessor shall, and does hereby, indemnify and hold harmless Lessee and any other parties in interest from and against any and all liabilities, obligations, fines, claims, damages, penalties, actions, costs, charges and expenses of any kind or nature including, without limitation attorney's fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by or asserted against Lessee by any third party and arising out of or in connection with any damage or injury occurring in the Common Areas of the Building (i) relating to or arising from the negligent or intentional act or omission on the part of the Lessor or any of its agents, servants, or employees, or (ii) due to or arising out of any breach, violation or nonperformance of any covenant, condition or agreement in the Lease set forth and contained on the part of Lessor to be fulfilled, kept, observed, or performed.

56. Notices:
Any correspondences shall be sent to Highlands Community Charter and Technical School at the following address:

1333 Grand Avenue,
Sacramento, CVA 95838
916.844.2283
Attn: Murdock Smith

57. Condition of Premises:
Lessee's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession, the Premises are in good order and satisfactory condition, except for such matters as to which Lessee gave Lessor notice on or before the Commencement Date. No promise of Lessor to alter, remodel, repair or improve the Premises, the Building, or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, or Project or this Lease (including, without limitation, the condition of the Premises, the Building, or the Project) have been made to Lessee by Lessor or its Broker or Sale Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Lessor and Lessee.

58. Confidentiality:
Lessee hereby agrees to maintain strict confidentiality with regard to the terms and conditions contained in the Lease for the premises (other than information which is a matter of public knowledge or is provided in other sources readily available to the public). Terms and conditions may be disclosed to prospective partners, investors, officers or employees, as well as to outside legal counsel, accounting firms and

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financial institutions, who need to know such information for the operation of Lessee's business. Such third parties shall be informed by Lessee of the confidential nature of such information and shall be directed to treat the Lease terms and conditions with strict confidence, subject to and in accordance with such direction. Lessee agrees not to copy or duplicate the Lease terms and conditions, other than for strictly internal uses as may be necessary to Lessee's continued operation of business.

59. The American With Disabilities Act (ADA):
Please be advised that an owner or Lessee of real property may be subject to the Americans With Disabilities Act (the ADA). The Act requires owners and lessees of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons. You are advised to consult your attorney with respect to the application of this Act to the Property. Cornish & Carey Commercial cannot give you legal advice on this Act or its requirements.

60.Broker Disclosure:
The parties hereby expressly acknowledge that Broker has made no independent determination or investigation regarding, but not limited to, the following: present or future use of the Property; environmental matters affecting the Property; the condition of the Property, including, but not limited to structural, mechanical and soils conditions, as well as issues surrounding hazardous wastes or substances as set out above; violations of the Occupational Safety and Health Act or any other federal, state, county or municipal laws, ordinances, or statutes; measurements of land and/or buildings. Lessee agrees to make its own investigation and determination regarding such items.

61. Document Preparation:
This Lease has been prepared merely as a service to Lessee and Lessor by Cornish & Carey Commercial, dba Newmark Knight Frank ("Newmark") and makes no representations as to the legal sufficiency or economic interpretation of this Lease. Lessee and Lessor are hereby advised to consult their personal attorneys regarding the legal aspects hereof.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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EXHIBITS TO LEASE

Exhibit "A-1"

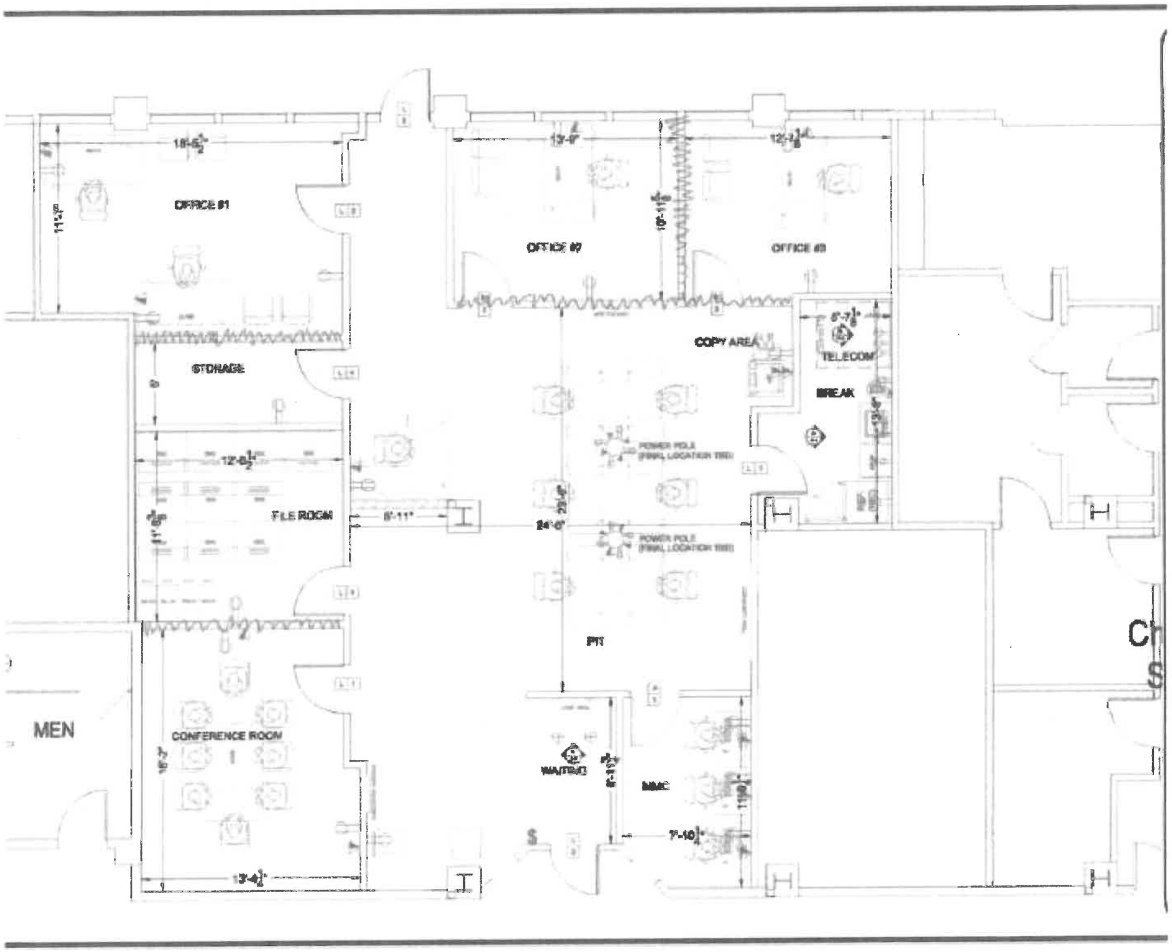

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RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Date: 5/23/2023
By and Between
Lessor: Silky Oaks Properties, LLC, a California limited liability company
Lessee: Highlands Community Charter and Technical Schools, a California 501C3 non profit corporation
Property Address: 1050 Fulton Ave., Suite 150, Sacramento CA
(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

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8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee — DocuSigned by: Duane Miller — Date: 6/7/2023

☐ Buyer ☐ Seller ☐ Lessor ☑ Lessee — DocuSigned by: Murdock Smith 4D06CB2F068458... — Date: 6/7/2023

Agent: Cornish & Carey Commercial, dba Newmark Knight Frank ("Newmark") — DRE Lic. #: 00832933
Real Estate Broker (Firm)

By: DocuSigned by: Rich Ellsworth — DRE Lic. #: 00873637 — Date: 6/7/2023
(Salesperson or Broker-Associate) Rich Ellsworth

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only May 23, 2023, is made by and between Silky Oaks Properties, LLC, a California limited liability company ("**Lessor**") and Highlands Community Charter and Technical Schools, a California 501C3 non profit corporation ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 1050 Fulton Ave., Suite 150, Sacramento CA ("**Premises**"). The Premises are located in the County of Sacramento, and consist of approximately ±2,373 rentable square feet and approximately ±2,110 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately ±42,348 rentable square feet. (See also Paragraph 2)

~~1.2(b) Parking: _____ unreserved and _____ reserved vehicle parking spaces at a monthly cost of _____ per unreserved space and _____ per reserved space. (See Paragraph 2.6)~~

1.3 **Term:** 3 years and 0 months ("**Original Term**") commencing July 1, 2023 ("**Commencement Date**") and ending June 30, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing July 1, 2023 ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $4,034.10 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing July 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See addendum Paragraph 50.

1.6 **Lessee's Share of Operating Expense Increase.** five and sixty one hundredth percent (5.60 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $4,034.10 for the period July 1, 2023 - July 31, 2023.

(b) **Security Deposit:** $4,231.40 ("**Security Deposit**"). (See also Paragraph 5)

~~(c) Parking: _____ for the period _____.~~

~~(d) Other: _____ for _____.~~

(e) **Total Due Upon Execution of this Lease:** $8,305.50.

1.8 **Agreed Use:** general office and classroom space. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2023. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Cornish & Carey Commercial, dba Newmark Knight Frank ("Newmark") License No. 00832933 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Rich Ellsworth License No. 00873637 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm N/A License No. N/A Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent N/A License No. N/A is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of $7,474.95 or 5 % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) ~~and _____ a.m. to _____ p.m. on Saturdays (except Building Holidays)~~. "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and all other nationally recognized holiday (see paragraph 52 of the lease addendum).

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

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☐ Janitorial services
☐ Electricity
☐ Other (specify): _____

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:
☑ an Addendum consisting of Paragraphs 50 through 61;
☑ a plot plan depicting the Premises;
☑ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☑ other (specify): Exhibit A-1, proposed wall modifications/demolition of highlighted wall .

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the

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financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 1.9.

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(b) **"Comparison Year"** is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as **"Operating Expenses"**:

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee

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shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after

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the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease,

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Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done

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anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

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9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor**. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

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11.2 **Services Exclusive to Lessee**. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service**. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee**. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions**. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a

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written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may preserve the right to recover all or any part thereof in a separate suit. If a

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notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

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15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements

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and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election

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of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

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39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

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☐ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: ~~6/7/20~~23
On: _____

By LESSOR:
Silky Oaks Properties, LLC, a California limited liability company

DocuSigned by:
By: Duane Miller
F4DDDCB2F068458...
Name Printed: Duane Miller
Title: Sole member
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

Executed at: _____
On: 6/7/2023

By LESSEE:
Highlands Community Charter and Technical Schools, a California 501C3 non profit corporation

DocuSigned by:
By: Murdock Smith
8AA7C3E2A5B49B...
Name Printed: Murdock Smith
Title: Executive Director
Phone: 916.844.2283
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: 46-1190967

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BROKER

Cornish & Carey Commercial, dba Newmark Knight Frank ("Newmark")

Attn: Rich Ellsworth
Title: Senior Managing Director

Address: 980 9th Street, Suite 2500, Sacramento, CA 95814
Phone: 916.569.2343
Fax: _____
Email: rich.ellsworth@nmrk.com
Federal ID No.: _____
Broker DRE License #: 00832933
Agent DRE License #: 00873637

BROKER

N/A

Attn: N/A
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: N/A
Agent DRE License #: N/A

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ADDENDUM TO LEASE

Date: November 2, 2022
By and Between
Lessor: Jennifer J. Miller Trust
Lessee: Highlands Community Charter & Technical Schools, a California nonprofit corporation
Property Address: 901 Arden Way and 2260 Boxwood Street, Sacramento, CA 95815
(street address, city, state, zip)

~~Paragraph:~~ _____

The parties to this Lease agreement, dated for reference purposes as November 2, 2022, by and between Jennifer J. Miller Trust as Lessor and Highlands Community Charter & Technical Schools, a California non-profit corporation as Lessee, do hereby desire to amend the Lease.

Now therefore, it is hereby agreed as follows:

067 - 61% of Rent
068 - 39% of Rent

51. **Base Rent Schedule:**
In reference to Paragraph 1.5, the annual base rent paid by Lessee to Lessor shall be according to the following schedule:

December 1, 2022 to February 28, 2023	No Base Rent (Lessee to pay any and all NNN charges during initial No Base Rent Period)	
March 1, 2023 to February 29, 2024	$15,500.00 per Month NNN	3% Increase
March 1, 2024 to February 28, 2025	$15,965.00 per Month NNN	
March 1, 2025 to February 28, 2026	$16,444.00 per Month NNN	
March 1, 2026 to February 28, 2027	$16,937.00 per Month NNN	
March 1, 2027 to February 29, 2028	$17,445.00 per Month NNN	

52. **Option to Renew:**

(a) First (1st) Option to Renew: Provided Lessee is not in default of this lease, Lessor hereby grants to Lessee an option to renew this lease for one (1) Five (5) year period on all the same terms and conditions as contained except the monthly rent paid by Lessee shall be according to the following rent schedule:

March 1, 2028 to Feb. 28, 2029	$17,968.00 NNN
March 1, 2029 to Feb. 28, 2030	$18,507.00 NNN
March 1, 2030 to. Feb. 29, 2031	$19,063.00 NNN
March 1, 2031 to Feb. 28, 2032	$19,635.00 NNN
March 1, 2032 to Feb. 28, 2033	$20,224.00 NNN

(b) Second (2nd) Option to Renew: Provided Lessee is not in default of this Lease or the described first option to renew, Lessor shall grant to Lessee a 2nd five (5) year Option to Renew the Lease on all the same terms and conditions except the monthly rent paid by Lessee to Lessor shall be renegotiated to reflect 'Fair Market Rent' for like industrial office warehouse space of approximately the same size.
(c) Third (3rd) Option to Renew: Provided Lessee is not in default of this Lease or the two preceding Options to Renew, Lessor shall grant to Lessee a 3rd five (5) year Option to Renew this Lease on all the same terms and conditions except the monthly rent paid by Lessee to Lessor shall be renegotiated to reflect 'Fair Market Rent' for like industrial office warehouse space of approximately the same size.

53. **First Right of Refusal on Purchase:**
Should Lessor receive a legitimate 3rd party offer in writing for the purchase of the property at any time during the Lease term and/or remaining options, Lessor agrees to notify Lessee of the offer to purchase and Lessee will then have seven (7) days to match all the terms and conditions of the sale offering received by Lessor.

54. **Construction/Improvements:**
It is hereby agreed and acknowledged that a portion of the premises is still under construction (2260 Boxwood Street) and that it is anticipated that the completion of those improvements, including full office renovation and warehouse insulation, should happen

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prior to the commencement of the Lease. Lessee shall have the right to enter the premises during normal construction hours to run internet cable, distribute electrical circuits, install lights, and seal concrete floor etc. provided Lessee does not interfere with the Lessor's construction crew and bears all financial responsibility for such work.

(a) Lessor Improvements: Lessor, at Lessor's sole cost, shall install or repair the following:

1. Finish upgrading the two restrooms in the 901 Arden Way building.
2. Finish painting the exterior of both buildings.
3. Re-seal the parking area in the 2260 Boxwood building.
4. Replace existing cyclone fencing with wrought iron fencing, including a pair of swinging gates and a pedestrian gate to secure the premises at 2260 Boxwood to the satisfaction of Lessee and according to any City of Sacramento building codes. In addition, a new slatted cyclone metal fence (approximately 36') shall be installed between buildings on the East end of the secured yard.
5. Power at 2260 Boxwood Street to be upgraded to 200 amps with panel relocated to front of building.

Lessor acknowledges that existing power distributed to 901 Arden is 125 amps, which Lessee confirms is sufficient for its operations.

(Note: It is agreed by both Lessor and Lessee that the cost of this fence will be the sole expense of the Lessor up to the sum of Thirty Thousand and No/100 dollars ($30,000). Any cost in excess of $30,000 shall be born by the Lessee).

55. Certificate of Occupancy:
Both Parties hereby agree that occupancy for the 2260 Boxwood property will be contingent upon Lessee obtaining a Certificate of Occupancy from the City of Sacramento.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee _____ DocuSigned by: Jennifer Miller Date: 11/16/2022

☐ Buyer ☐ Seller ☐ Lessor ☑ Lessee _____ DocuSigned by: Murdock Smith E65F74F20BF3462... Date: 11/17/2022

Agent: Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By: _____ DRE Lic. #: 00862313 Date: _____
Skip Vanderbundt (Salesperson or Broker-Associate)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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NEWMARK

October 24, 2022

Brian Jacks
Jacks Commercial RE
915 L Street, Suite 440
Sacramento, CA 95814

Via Email: brian@jackscre.com

RE: RESPONSE TO OFFER TO LEASE
901 Arden Way
2260 Boxwood Street
Sacramento, CA 95815

Dear Brian,

Thank you for your recent Letter of Intent to lease the property referenced above. Using your letter as a guide, my owner's response is noted in redline format below.

1. **TENANT:** Highlands Community Charter and Technical Schools,
a California domestic nonprofit corporation
1333 Grand Ave, Sacramento, CA 95838

Landlord Response (10/24/22): Acceptable.

2. **PREMISES:** 901 Arden Way +/- 11,200 square feet
2260 Boxwood Street +/- 7,072 square feet
Sacramento, CA 95815
+/- 18,272 square feet (combined)

Landlord Response (10/24/22): Acceptable.

3. **PERMITTED USE:** Storage, office, administration, educational and creative uses germane to a charter school.

Landlord Response (10/24/22): Acceptable.

4. **LEASE TYPE:** NNN 18¢ Sq foot.

Landlord Response (10/24/22): Acceptable.

5. **LEASE TERM:** Sixty (60) months following Rent Commencement

Landlord Response (10/24/22): Acceptable.

6. **LEASE** November 1, 2022

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STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only November 2, 2022, is made by and between Jennifer J. Miller Trust ("**Lessor**") and Highlands Community Charter & Technical Schools, a California nonprofit corporation ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 901 Arden Way and 2260 Boxwood Street, Sacramento, CA 95815 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the property and, if applicable, the "**Project**," if the property is located within a Project): approximately ±18,272 square feet of warehouse/office space. (See also Paragraph 2)

1.3 **Term:** Five (5) years and three (3) months ("**Original Term**") commencing December 1, 2022 ("**Commencement Date**") and ending February 29, 2028 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing December 1, 2022 ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $15,500.00 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing March 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $15,500.00 for the period March 1, 2023 - March 31, 2023 to be paid January 1, 2023.

(b) **Security Deposit:** $18,000.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** N/A for the period N/A.

(d) **Other:** $2,741.00 for NNN charges for December 2022.

(e) **Total Due Upon Execution of this Lease:** $36,241.00.

1.7 **Agreed Use:** Storage, administration, office, educational and creative uses germane to the business of charter schools. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Cornish & Carey Commercial, a California corporation doing business as Newmark Knight Frank ("Newmark") License No. 00832933 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Skip Vanderbundt and Jeff Kvarme License No. 00862313 / 01924968 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Jacks Commercial R. E. License No. 01217349 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Brian Jacks License No. 01217349 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or six (6) % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 55;

☐ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ other (specify): _____.

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2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), (and all parties agree that the HVAC system shall be warrantied for twelve (12) months from the commencement date), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

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3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date (see Paragraph 51 Rent Schedule).

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

~~4.3 **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.~~

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but

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not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a

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written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

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(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII,

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as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

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9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment**. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

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11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within

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any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease

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and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor

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to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers, trustees, or shareholders, and Lessee shall look solely to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers, trustees, or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that,

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upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

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40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

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LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:
On: 11/16/2022

By LESSOR:
Jennifer J. Miller Trust

By: DocuSigned by: Jennifer Miller 18549548 9A884C3...
Name Printed: Jennifer J. Miller - Trustee
Title: Trustee
Phone: 916-952-7206
Fax:
Email: jenuwin46@gmail.com

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

Executed at:
On: 11/17/2022

By LESSEE:
Highlands Community Charter & Technical Schools, a California nonprofit corporation

By: DocuSigned by: Murdock Smith E65F74F20BE3462...
Name Printed: Murdock Smith
Title: Executive Director/CEO
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

BROKER

Cornish & Carey Commercial, a California corporation doing business as Newmark Knight Frank ("Newmark")

Attn: Skip Vanderbundt and Jeff Kvarme
Title: Senior Managing Director / Director

Address: 980 9th Street, Suite 2500, Sacramento, CA 95814
Phone: 916-569-2349 / 916-569-2333
Fax: 916-920-0854
Email: skip.vanderbundt@nmrk.com / jeff.kvarme@nmrk.com
Federal ID No.:
Broker DRE License #: 00832933
Agent DRE License #: 00862313 / 01924968

BROKER

Jacks Commercial R. E.

Attn: Brian Jacks
Title: Principal Broker

Address: 915 L Street, Suite C440, Sacramento, CA 95814
Phone: 916-837-3456
Fax: 916-313-3778
Email: brian@jacksCRE.com
Federal ID No.:
Broker DRE License #: 01217349
Agent DRE License #: 01217349

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ADDENDUM TO LEASE

Date: November 2, 2022
By and Between
Lessor: Jennifer J. Miller Trust
Lessee: Highlands Community Charter & Technical Schools, a California nonprofit corporation
Property Address: 901 Arden Way and 2260 Boxwood Street, Sacramento, CA 95815
(street address, city, state, zip)

~~Paragraph:~~ _____

The parties to this Lease agreement, dated for reference purposes as November 2, 2022, by and between Jennifer J. Miller Trust as Lessor and Highlands Community Charter & Technical Schools, a California non-profit corporation as Lessee, do hereby desire to amend the Lease.

Now therefore, it is hereby agreed as follows:

067 - 61% of Rent
068 - 39% of Rent

51. **Base Rent Schedule:**
In reference to Paragraph 1.5, the annual base rent paid by Lessee to Lessor shall be according to the following schedule:

December 1, 2022 to February 28, 2023	No Base Rent (Lessee to pay any and all NNN charges during initial No Base Rent Period)	
March 1, 2023 to February 29, 2024	$15,500.00 per Month NNN	3% Increase
March 1, 2024 to February 28, 2025	$15,965.00 per Month NNN	
March 1, 2025 to February 28, 2026	$16,444.00 per Month NNN	
March 1, 2026 to February 28, 2027	$16,937.00 per Month NNN	
March 1, 2027 to February 29, 2028	$17,445.00 per Month NNN	

52. **Option to Renew:**

(a) First (1st) Option to Renew: Provided Lessee is not in default of this lease, Lessor hereby grants to Lessee an option to renew this lease for one (1) Five (5) year period on all the same terms and conditions as contained except the monthly rent paid by Lessee shall be according to the following rent schedule:

March 1, 2028 to Feb. 28, 2029	$17,968.00 NNN
March 1, 2029 to Feb. 28, 2030	$18,507.00 NNN
March 1, 2030 to. Feb. 29, 2031	$19,063.00 NNN
March 1, 2031 to Feb. 28, 2032	$19,635.00 NNN
March 1, 2032 to Feb. 28, 2033	$20,224.00 NNN

(b) Second (2nd) Option to Renew: Provided Lessee is not in default of this Lease or the described first option to renew, Lessor shall grant to Lessee a 2nd five (5) year Option to Renew the Lease on all the same terms and conditions except the monthly rent paid by Lessee to Lessor shall be renegotiated to reflect 'Fair Market Rent' for like industrial office warehouse space of approximately the same size.
(c) Third (3rd) Option to Renew: Provided Lessee is not in default of this Lease or the two preceding Options to Renew, Lessor shall grant to Lessee a 3rd five (5) year Option to Renew this Lease on all the same terms and conditions except the monthly rent paid by Lessee to Lessor shall be renegotiated to reflect 'Fair Market Rent' for like industrial office warehouse space of approximately the same size.

53. **First Right of Refusal on Purchase:**
Should Lessor receive a legitimate 3rd party offer in writing for the purchase of the property at any time during the Lease term and/or remaining options, Lessor agrees to notify Lessee of the offer to purchase and Lessee will then have seven (7) days to match all the terms and conditions of the sale offering received by Lessor.

54. **Construction/Improvements:**
It is hereby agreed and acknowledged that a portion of the premises is still under construction (2260 Boxwood Street) and that it is anticipated that the completion of those improvements, including full office renovation and warehouse insulation, should happen

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prior to the commencement of the Lease. Lessee shall have the right to enter the premises during normal construction hours to run internet cable, distribute electrical circuits, install lights, and seal concrete floor etc. provided Lessee does not interfere with the Lessor's construction crew and bears all financial responsibility for such work.

(a) Lessor Improvements: Lessor, at Lessor's sole cost, shall install or repair the following:

1. Finish upgrading the two restrooms in the 901 Arden Way building.
2. Finish painting the exterior of both buildings.
3. Re-seal the parking area in the 2260 Boxwood building.
4. Replace existing cyclone fencing with wrought iron fencing, including a pair of swinging gates and a pedestrian gate to secure the premises at 2260 Boxwood to the satisfaction of Lessee and according to any City of Sacramento building codes. In addition, a new slatted cyclone metal fence (approximately 36') shall be installed between buildings on the East end of the secured yard.
5. Power at 2260 Boxwood Street to be upgraded to 200 amps with panel relocated to front of building.

Lessor acknowledges that existing power distributed to 901 Arden is 125 amps, which Lessee confirms is sufficient for its operations.

(Note: It is agreed by both Lessor and Lessee that the cost of this fence will be the sole expense of the Lessor up to the sum of Thirty Thousand and No/100 dollars ($30,000). Any cost in excess of $30,000 shall be born by the Lessee).

55. Certificate of Occupancy:
Both Parties hereby agree that occupancy for the 2260 Boxwood property will be contingent upon Lessee obtaining a Certificate of Occupancy from the City of Sacramento.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee _____ DocuSigned by: Jennifer Miller Date: 11/16/2022

☐ Buyer ☐ Seller ☐ Lessor ☑ Lessee _____ DocuSigned by: Murdock Smith E65F74F20BF3462... Date: 11/17/2022

Agent: Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By: _____ DRE Lic. #: 00862313 Date: _____
Skip Vanderbundt (Salesperson or Broker-Associate)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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NEWMARK

October 24, 2022

Brian Jacks
Jacks Commercial RE
915 L Street, Suite 440
Sacramento, CA 95814

Via Email: brian@jackscre.com

RE: RESPONSE TO OFFER TO LEASE
901 Arden Way
2260 Boxwood Street
Sacramento, CA 95815

Dear Brian,

Thank you for your recent Letter of Intent to lease the property referenced above. Using your letter as a guide, my owner's response is noted in redline format below.

1. **TENANT:** Highlands Community Charter and Technical Schools,
a California domestic nonprofit corporation
1333 Grand Ave, Sacramento, CA 95838

Landlord Response (10/24/22): Acceptable.

2. **PREMISES:** 901 Arden Way +/- 11,200 square feet
2260 Boxwood Street +/- 7,072 square feet
Sacramento, CA 95815
+/- 18,272 square feet (combined)

Landlord Response (10/24/22): Acceptable.

3. **PERMITTED USE:** Storage, office, administration, educational and creative uses germane to a charter school.

Landlord Response (10/24/22): Acceptable.

4. **LEASE TYPE:** NNN 18¢ Sq foot.

Landlord Response (10/24/22): Acceptable.

5. **LEASE TERM:** Sixty (60) months following Rent Commencement

Landlord Response (10/24/22): Acceptable.

6. **LEASE** November 1, 2022

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STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only November 2, 2022, is made by and between Jennifer J. Miller Trust ("**Lessor**") and Highlands Community Charter & Technical Schools, a California nonprofit corporation ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 901 Arden Way and 2260 Boxwood Street, Sacramento, CA 95815 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the property and, if applicable, the "**Project**," if the property is located within a Project): approximately ±18,272 square feet of warehouse/office space. (See also Paragraph 2)

1.3 **Term:** Five (5) years and three (3) months ("**Original Term**") commencing December 1, 2022 ("**Commencement Date**") and ending February 29, 2028 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing December 1, 2022 ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $15,500.00 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing March 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $15,500.00 for the period March 1, 2023 - March 31, 2023 to be paid January 1, 2023.

(b) **Security Deposit:** $18,000.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** N/A for the period N/A.

(d) **Other:** $2,741.00 for NNN charges for December 2022.

(e) **Total Due Upon Execution of this Lease:** $36,241.00.

1.7 **Agreed Use:** Storage, administration, office, educational and creative uses germane to the business of charter schools. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Cornish & Carey Commercial, a California corporation doing business as Newmark Knight Frank ("Newmark") License No. 00832933 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Skip Vanderbundt and Jeff Kvarme License No. 00862313 / 01924968 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Jacks Commercial R. E. License No. 01217349 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Brian Jacks License No. 01217349 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or six (6) % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 55;

☐ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ other (specify): _____.

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2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), (and all parties agree that the HVAC system shall be warrantied for twelve (12) months from the commencement date), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

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3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date (see Paragraph 51 Rent Schedule).

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

~~4.3 **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.~~

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but

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not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a

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written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

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(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII,

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as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

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9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment**. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

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11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within

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any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease

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and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that ~~any~~ failure on its part to provide such an Estoppel Certificate will expose Lessor

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to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers, trustees, or shareholders, and Lessee shall look solely to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers, trustees, or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that,

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upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

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40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

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LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:
On: 11/16/2022

By LESSOR:
Jennifer J. Miller Trust

By: DocuSigned by: Jennifer Miller 18549548 9A884C3...
Name Printed: Jennifer J. Miller - Trustee
Title: Trustee
Phone: 916-952-7206
Fax:
Email: jenuwin46@gmail.com

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

Executed at:
On: 11/17/2022

By LESSEE:
Highlands Community Charter & Technical Schools, a California nonprofit corporation

By: DocuSigned by: Murdock Smith E65F74F20BE3462...
Name Printed: Murdock Smith
Title: Executive Director/CEO
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

BROKER

Cornish & Carey Commercial, a California corporation doing business as Newmark Knight Frank ("Newmark")

Attn: Skip Vanderbundt and Jeff Kvarme
Title: Senior Managing Director / Director

Address: 980 9th Street, Suite 2500, Sacramento, CA 95814
Phone: 916-569-2349 / 916-569-2333
Fax: 916-920-0854
Email: skip.vanderbundt@nmrk.com / jeff.kvarme@nmrk.com
Federal ID No.:
Broker DRE License #: 00832933
Agent DRE License #: 00862313 / 01924968

BROKER

Jacks Commercial R. E.

Attn: Brian Jacks
Title: Principal Broker

Address: 915 L Street, Suite C440, Sacramento, CA 95814
Phone: 916-837-3456
Fax: 916-313-3778
Email: brian@jacksCRE.com
Federal ID No.:
Broker DRE License #: 01217349
Agent DRE License #: 01217349

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Accounts Payable Accounts Payable <ap@hccts.org>

10121 Westminster Ave - Lease Non-Renewal - 30 day Notice

1 message

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Jul 15, 2025 at 3:49 PM
To: Linh Nguyen <linh@advancebeautycollege.com>
Cc: HCCTS Finance Team <finance@hccts.org>

Hi,

This email is in reference to the Lease Agreement for 10121 Westminster Ave, Garden Grove, CA 92843 that was executed on May 21, 2025. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is August 15th, 2025.

Best regards,
Marques Reed

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of January, 2025 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College (hereinafter "LANDLORD") (HIGHLANDS and LANDLORD being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, LANDLORD is the owner of a certain real property located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site" or "Premises");

WHEREAS, LANDLORD is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and LANDLORD desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of LANDLORD'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LANDLORD hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 1,500 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on January 1, 2025 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, it at all, by written notice ("**Option Notice")** delivered by HIGHLANDS to LANDLORD not less than three (3) months

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prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with LANDLORD'S shared use of the Site, if any. LANDLORD'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to LANDLORD. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and LANDLORD equipment thereon, shall revert to LANDLORD.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LANDLORD with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LANDLORD, if available. LANDLORD agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with LANDLORD further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and LANDLORD agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) LANDLORD shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

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2. Facilities Use.

LANDLORD agrees to provide space to HIGHLANDS as described in section 1 at a rate of $5.00 per square foot until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 1,500 square feet.

HIGHLANDS agrees to pay $0.00 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

HIGHLANDS agrees to reimburse the cost of janitorial at $0.00 a month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

3. Maintenance and Operations.

A. LANDLORD Obligations. LANDLORD shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. LANDLORD'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LANDLORD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LANDLORD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LANDLORD'S

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property. LANDLORD reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of LANDLORD and timely

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compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose LANDLORD or HIGHLANDS to any liability therefor. In addition, LANDLORD may condition its consent to any Reportable Use upon receiving such additional assurances as LANDLORD reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform LANDLORD. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by LANDLORD, HIGHLANDS shall immediately give written notice of such fact to LANDLORD, and provide LANDLORD with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or

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involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold LANDLORD and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. LANDLORD Indemnification. LANDLORD shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to January 1, 2025 or that are brought to the Premises as a result of the acts or failure to act of LANDLORD. No termination, cancellation or release agreement entered into by LANDLORD and HIGHLANDS shall release LANDLORD from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify LANDLORD and LANDLORD shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to January 1, 2025, then HIGHLANDS may terminate this Lease upon written notice to LANDLORD if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

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b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LANDLORD'S prior written consent. LANDLORD approval of any improvements, including the work schedule, work hours, and modifications, shall be at LANDLORD'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LANDLORD'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LANDLORD or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LANDLORD requires the cessation of work, LANDLORD and HIGHLANDS will immediately meet to address LANDLORD'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than January 1, 2025.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. LANDLORD shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LANDLORD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LANDLORD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by LANDLORD, and shall remain in procession of LANDLORD at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LANDLORD in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the

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site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. LANDLORD and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, LANDLORD and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against LANDLORD or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

LANDLORD'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LANDLORD shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LANDLORD's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LANDLORD, in or about the site; LANDLORD's obligation to defend HIGHLANDS and other indemnities identified herein is not

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contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LANDLORD, HIGHLANDS, shall indemnify, hold harmless, and defend LANDLORD, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against LANDLORD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LANDLORD from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LANDLORD and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be

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the property of LANDLORD. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of LANDLORD.

15. Estoppel Certificates. Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit LANDLORD, its agents, representatives or employees, to use the classrooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LANDLORD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. LANDLORD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

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HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and LANDLORD shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to LANDLORD, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. LANDLORD shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LANDLORD located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

LANDLORD : ATTN: Linh Nguyen
Advance Beauty College
10121 Westminster Ave
Garden Grove, CA 92843

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

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21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

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27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28.Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29.Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30.Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31.Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32.Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

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By: Signed by: Bill McGuire 8CE05B926B45451... Date: 05/21/25

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 3/13/25

Linh Nguyen
Advance Beauty College

EXHIBIT A

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Description of Premises and Shared Premises

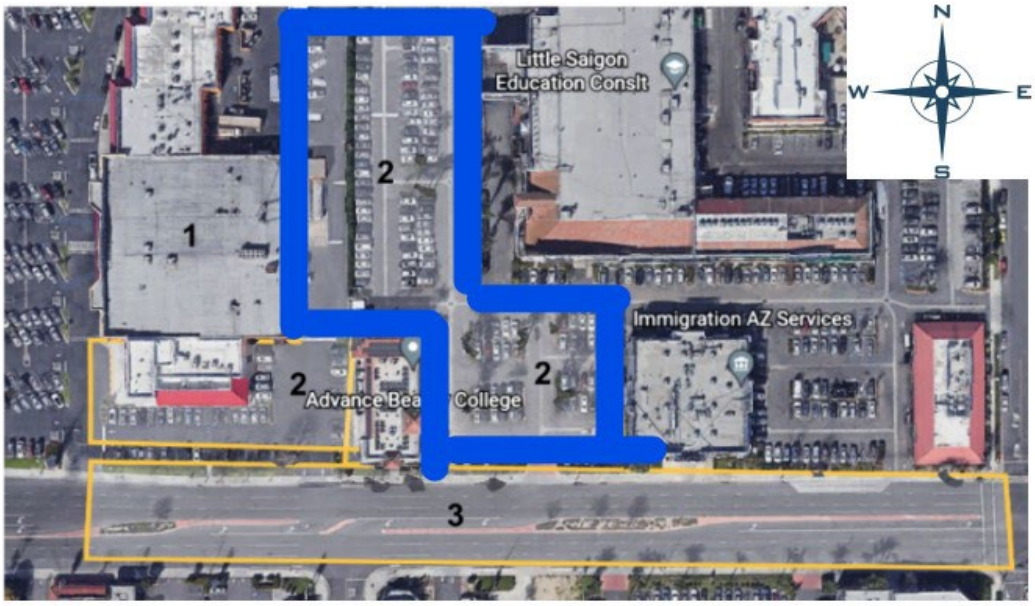

Highlands shall have shared use of 10121 Westminster Ave, Garden Grove, CA 92843, on the following days and times: Monday – Friday, 8:00AM-5:00PM.

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EXHIBIT B

Parking Diagram; Access Rules; Schedule

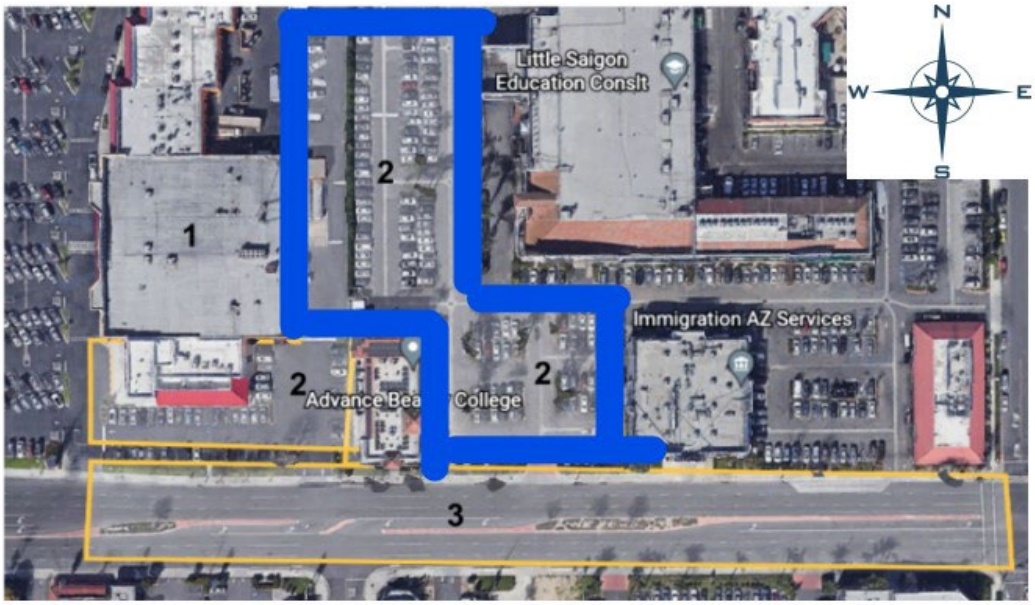

Highlands shall be permitted to use the parking lot and space within the blue lines in the diagram above, Monday – Friday 8:00AM-5:00PM.

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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LANDLORD'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. LANDLORD shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and LANDLORD shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Landlord while attending classes at the Site.

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2. Use of the Site.

Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or

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maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Landlord shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 1,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024. HIGHLANDS will also reimburse the cost of two community liaisons at $4,000 a month.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

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5. Installation of Improvements by HIGHLANDS.
HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.
The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

7. Security System/Keys.
HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

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10. Surrender of Premises.
Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.
HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.
With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability,

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expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Marketing.

HIGHLANDS and Landlord will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Landlord

15. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make

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repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

16. Termination.
The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

17. Taxes.
Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site or used by HIGHLANDS.

18. Notice.
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue
Garden Grove, CA 92843

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service.

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Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Subcontract, Assignment and Subletting.
Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

20. Independent Status.
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

21. Entire Agreement of Parties
This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

22. California Law.
This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

23. Waiver.
The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. Successors and Assigns.
This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

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25. Counterparts.
This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

26. Captions.
The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

27. Severability.
Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

28. Recitals and Exhibits.
The Recitals and each exhibit attached hereto are incorporated herein by reference.

29. Email Signatures.
This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

30. Dispute Resolution.
In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlord's Pastor and HIGHLANDS' Executive Director. The Pastor and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Pastor and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in

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accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.27.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10.27.2023

Tam Nguyen
Advance Beauty College, Inc.

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ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
ADVANCE BEUATY COLLEGE
AND HIGHLANDS COMMUNITY CHARTER SCHOOL
October 1, 2022

THIS Addendum to the Memorandum of Understanding ("MOU") is made on October 1, 2022 (the "Effective Date"), by and Advance Beauty College, a private post-secondary school organized and existing under the laws of the State of California (hereinafter "ABC") and Highlands Community Charter School, a California non-profit public charter school (hereinafter "HIGHLANDS").

WHEREAS, ABC is the owner of certain real property and facilities located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site");

WHEREAS, ABC and the HIGHLANDS entered into an MOU to document the arrangement between the parties regarding the HIGHLANDS use of the Site during the 2022-2023 school year ("Applicable Year"), pursuant to the conditions set forth in the MOU;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree to an ADDENDUM as follows:

Financial/Recordkeeping Obligations.
HIGHLANDS will reimburse the cost of two community liaisons at $4,000 a month.

ABC shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

All other terms and conditions of the original AGREEMENTS shall remain in full force.

Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue
Garden Grove, CA 92843
tam@advancebeautycollege.com

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IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the Effective Date.

By: _____ Date: 10.01.22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10-01-22

Tam Nguyen
Advance Beauty College

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of September, 2022 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS while attending classes at the Site.

2. Use of the Site.

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Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

A. Term. HIGHLANDS' use of the Site shall be for the 2022-23 school years commencing on September 1, 2022 and terminating on June 30, 2023. No later than 30 days prior to the expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall request approval from the Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. The use of furnishings is subject to Landlord's prior approval which may require a reimbursement. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations.

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3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 2,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. Landlord will provide custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the

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construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than September 30, 2022.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of (1) they are required by HIGHLANDS' use of the Site or (2) any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

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the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions,

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causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

15. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

16. Taxes.

Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site.

17. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

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Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
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Garden Grove, CA 92843
tam@advancebeautycollege.com

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Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

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This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

21. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

23. Counterparts.

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This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

24. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

25. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

26. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

27. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlords CEO and HIGHLANDS' Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 9/21/22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 9/21/22

Tam Nguyen
Advance Beauty College, Inc.

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McCLELLAN PARK

March 17, 2025

Highlands Community Charter School
Attn.: Rich Henning, Director of School Services
1333 Grand Ave.
Sacramento CA 95838

Delivered Via Certified Mail and Email: rich.henning@hccts.org

RE: 30 Day Termination Notice
Building 242, 5411 Luce Ave., McClellan CA

Dear Mr. Henning:

In accordance with the lease agreement for the above referenced location, please accept this letter as Landlords 30 Day Notice to Terminate per Section 25. Please ensure the building area is fully vacated by April 16, 2025.

You are a valued tenant in the Park and we look forward to future discussions.

Best,

Jennifer Lewis
Vice President Leasing & Property Management

Extended through August 2025

3140 Peacekeeper Way | McClellan, California 95652
Main (916) 965.7100 Cell. (916) 873.3005
jlewis@mcclellanpark.com
www.McClellanPark.com

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NOTICE OF TERMINATION OF TENANCY

TO: Rich Henning
133 Grand Ave.
Sacramento, CA 95838

AND ALL OTHER PERSONS OR ENTITIES IN POSSESSION

NOTICE IS HEREBY GIVEN that your tenancy on the premises located at 3202 Palm Ave. Bldg. 826, Sacramento, California 95652is terminated at the end of the thirty (30) day period following service of this Notice on you, or April 18, 2025, (date at least 30 days after notice is served), whichever is later. You must vacate the premises on or before that date or you will be guilty of unlawful detention of the premises.

This Notice is given pursuant to the provisions of section 1946 of the California Civil Code.

If you fail to deliver up possession of the premises within the 30-day period, legal proceedings will commence against you to recover possession and to recover a judgment for treble damages for each day you hold possession beyond the 30-day period.

Rent in the amount of $1,824.00 is due and payable for the period April 1, 2025, through April 18, 2025.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Dated: March 17, 2025

Wanda Thompson

Vice President of Property Management

By: Wanda Thompson
Wanda Thompson

3140 Peacekeeper
McClellan, California 95652
(916) 965-7100

cc: FEDERAL EXPRESS OVERNIGHT DELIVERY AND FIRST CLASS MAIL

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062

FIRST AMENDMENT TO
McCLELLAN PARK STANDARD FORM
GROSS LEASE AGREEMENT

This First Amendment to McClellan Park Standard Form Gross Lease Agreement ("**First Amendment**"), dated for reference purposes as March 5, 2024, is entered into between **McCLELLAN REALTY, LLC**, a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school ("**Tenant**"). In the event of any inconsistencies between the terms of this First Amendment and the terms of the Lease (defined below), the terms and conditions of this First Amendment shall govern and control.

Recitals

A. Landlord and Tenant have entered into that certain McClellan Park Standard Form Gross Lease Agreement, dated October 21, 2021 ("**Lease**"), for the lease of the "**Premises**" consisting of approximately 2,100 rentable square feet located within Building 242, 5411 Luce Avenue, McClellan, California, which is more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This First Amendment shall be effective as of the date upon which the last party hereto executes this First Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of three (3) months ("**Extended Term**"), commencing on April 1, 2024 ("**Extended Term Commencement Date**"), and expiring on June 30, 2024.

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term shall be $2,940.00 per month.

5. Ratification. Except as modified by this First Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

6. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this First Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this First Amendment has been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this First Amendment.

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7. Counterparts. This First Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth below.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By: DocuSigned by: Frank Myers 768341B02983412...

Name: Frank Myers

Title: Chief Operating Officer

Date: 3/20/2024 | 1:43 EDT

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: [signature]

Name: [illegible]

Title: Ex Dir

Date: 3/19/24

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McCLELLAN PARK
STANDARD FORM
GROSS LEASE AGREEMENT

THIS STANDARD FORM GROSS LEASE AGREEMENT ("**Lease**"), dated for reference purposes only as October 21, 2021 ("**Lease Date**"), is made by and between **McCLELLAN REALTY, LLC**, a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL,** a California public charter school ("**Tenant**").

Witnesseth

1. Premises

1.1 Property. Landlord has the right to lease certain improved real property located within McClellan Park ("**McClellan**" or "**Property**"), McClellan, California ("**State**"), which is more particularly described in Exhibit A-1 attached hereto.

1.2 Premises. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations contained herein, to be paid, kept and performed by Tenant, leases and rents to Tenant, and Tenant hereby leases and takes from Landlord upon the terms and conditions contained herein, approximately two thousand one hundred (2,100) rentable square feet of space located within Building 242, 5411 Luce Ave, McClellan, California 95652 (the "**Premises**"). The Premises is described in Exhibit A-2, and the building ("**Building**"), in which the Premises is located is described in Exhibit A-3 attached hereto. The measurements set forth in this Section 1.2 are binding and conclusive upon the parties.

1.3 Parking Areas. In addition to the Premises, subject to the Rules and Regulations, Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Property/McClellan and all such other persons to whom Landlord has previously granted, or may hereinafter grant, rights of usage, shall have the non-exclusive right to use, for parking purposes, the parking area ("**Parking Area**") identified in Exhibit A-4 attached hereto, for up to a maximum of eight (8) parking spaces, as such may be adjusted from time to time by Landlord.

2. Term.

2.1 Term. The term of the Lease shall be for two (2) years and five (5) months beginning on the Commencement Date (the "**Term**"), unless extended or sooner terminated pursuant to the terms of this Lease.

2.2 Commencement Date.

A. The term "**Commencement Date**" as used herein shall mean November 1, 2021 ("**Anticipated Commencement Date**").

B. Within thirty (30) days after the Commencement Date, Landlord and Tenant shall execute a certification ("**Declaration of Lease Commencement**") setting forth the Commencement Date and the expiration date of the term of the Lease, which shall be in the form attached hereto as Exhibit C. For the purpose of this Lease, "**Force Majeure Event**" shall mean any delays beyond the reasonable control of Landlord, such as acts of God, fire, earthquake, acts of a public enemy, riot, insurrection, unavailability of materials, governmental restrictions on the sale of materials or supplies or on the transportation of such materials or supplies, strike directly affecting construction or transportation of materials or supplies, shortages of materials or labor resulting from government controls, weather conditions, unavailability of possession of the Premises due to governmental action or inaction, or any other cause or events beyond the reasonable control of Landlord. If Landlord is unable to deliver possession of the Premises by the Anticipated Commencement Date, plus any extension due to a Force Majeure Event(s), this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, and the expiration date of the term of this Lease shall be extended for such delay; but in such

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event, Tenant shall not be liable for any rent until the Commencement Date; provided, however if such delays were caused or attributable to the Tenant, rent shall commence as of the scheduled Commencement Date.

3. Base Rent

3.1 Base Rent. Rent shall be due and payable in lawful money of the United States in advance on the first day of each month after the Commencement Date. Rent for any period during the Term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Tenant shall pay the first full month's Base Rent and any other charges upon execution of this Lease. Tenant shall pay to Landlord as base rent ("**Base Rent**") for the Premises, without notice or demand and without abatement, deduction, offset or set off, the following sums:

A. $2,835.00 per month for November 1, 2021 through March 31, 2023.

B. $2,940.00 per month for April 1, 2023 through March 31, 2024.

3.2 Place of Payment. All payments under this Lease to be made by Tenant to Landlord shall be made payable to, and mailed or personally delivered to Landlord at the following address or such other address(es) of which Landlord may notify Tenant from time to time: McClellan Realty, LLC, Post Office Box 1419, North Highlands, California 95660-1419.

3.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is past due, then, in addition to all other remedies provided herein, Tenant shall pay to Landlord a late charge equal to the greater of (i) ten percent (10%) of such overdue amount (but in no event greater than the maximum amount permitted by Law), or (ii) a service charge equal to the sum of $50.00 plus, in either event, $10.00 per day for each day after the due date for which Tenant's failure to pay continues and all attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant, and that it does not constitute a forfeiture or penalty. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Upon the assessment of a late charge, Landlord may require that all future payments of rent be made by cashier's check. Landlord may, at its option, include all late charges accrued during any calendar year in the estimated charges to be paid by Tenant for the ensuing year, and may deduct all late charges from the Security Deposit.

4. Security Deposit. Upon execution of this Lease, Tenant shall pay to Landlord a security deposit for the faithful performance of Tenant's obligations under this Lease in the amount of two thousand eight hundred thirty-five and No/100ths Dollars ($2,835.00) (the "**Security Deposit**"). Within ten (10) days of any increase in the Base Rent hereunder, Tenant shall pay to Landlord an amount necessary to increase the Security Deposit held by Landlord to the amount of the then current monthly Base Rent. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults under this Lease, Landlord may use, apply or retain all or a portion of the Security Deposit to compensate Landlord for the amount due by Tenant (including reasonable attorneys fees) under this Lease. If Landlord uses or otherwise applies all or any portion of the Security Deposit, Tenant shall restore such Security Deposit within ten (10) days of notice from Landlord. The Security Deposit shall be non-interest bearing and Landlord shall be entitled to retain such funds in its general accounts. The balance of the Security Deposit not applied or used by Landlord as permitted in this Paragraph shall be refunded to Tenant thirty (30) days after the later of (i) expiration or other termination of this Lease, and (ii) Tenant has vacated the Premises. Tenant hereby waives any rights or benefits that may be available to Tenant by reason of California Civil Code Section 1950.7.

5. [Intentionally Deleted]

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6. Compliance with Law. Tenant shall not do anything or suffer anything to be done in or about the Premises or the Property which will in any way conflict with any federal and state law, statute ordinance, or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively, "**Laws**"). At its sole cost and expense, Tenant, at its cost, shall promptly comply with all such Laws which relate to (i) Premises and Tenant's use thereof, (ii) the Alterations or other work done by Tenant in or about the Premises, or (iii) the Premises and Building to the extent such obligations are triggered by Tenant's Alterations or other work done by Tenant in or about the Premises, or use of the Premises by Tenant. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local government body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, which is related to Tenant's use and occupancy of the Premises, Tenant shall, at its sole cost and expense, comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

7. Permitted Uses / Security.

7.1 Permitted Use. Tenant shall use and occupy the Premises throughout the Term of the Lease for office and classroom space for English language development classes for students over the age of 18 ("**Permitted Use**"), and for no other purpose. No use shall be made or permitted to be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering the Building, or any part thereof, nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by insurance policies maintained by Landlord. Tenant shall also specifically not permit any objectionable odor to escape or be emitted from the Premises and shall insure sanitation and freedom from odor, smell and infestation from rodents or insects. Tenant, at its expense, shall provide (and enclose if required by codes or Landlord) a dumpster or dumpsters for Tenant's trash in a location and manner approved by Landlord, and shall cause its trash to be removed at intervals reasonably satisfactory to Landlord. In connection therewith, Tenant shall keep the dumpster(s) clean and insect, rodent and odor free.

7.2 Security. During the Term, as an amenity to the various business operations within McClellan, the master association of McClellan, as established by the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for McClellan Park, recorded in the Official Records of Sacramento County in Book 20060512, at Page 1368, on May 12, 2006, as amended ("**Master CC&Rs**"), shall maintain a security service to conduct random security services of designated areas within McClellan, which services are anticipated to include roving patrols in security cars and limited video surveillance (such systems may not apply to the Premises); provided that Tenant acknowledges and agrees that such service cannot be relied on to provide any specific security to Tenant's business operations or stored inventory at the Premises. Tenant acknowledges and agrees that it shall be solely responsible for providing adequate security for its Premises, automobiles, trucks and containers, and its use of the Premises. Any security implemented by Tenant shall not interfere with the security which may be provided under the Master CC&Rs. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant, its agents, employees, contractors, visitors or invitees, for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from Tenant's storage materials at the Premises, equipment used in connection therewith, or from persons gaining access to the Premises or any part of the Property, and Tenant hereby releases Landlord and its agents and employees from all liabilities for such losses, damages or injury, regardless of the cause thereof.

8. Environmental Compliance.

8.1 Definitions. The definition of "**Hazardous Materials**" and "**Hazardous Materials Laws**" are set forth on Exhibit D-1.

8.2 Compliance with Hazardous Materials Laws. Tenant hereby agrees that Tenant and Tenant's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants, concessionaires, invitees and any other occupants of the Premises (for purposes of this Section 8, referred to collectively herein as "**Tenant Representatives**") shall (i) not cause or permit any Hazardous Materials in violation of Hazardous Materials Laws to be used on or about the Premises or Property, (ii) use only the Hazardous Materials

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identified in the Environmental Questionnaire, and (iii) comply with all Hazardous Materials Laws applicable to its Permitted Use. Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises or the Property. Tenant is and shall be deemed to be the "operator" "in charge" of Tenant's "facility" and the "owner," as such terms are used in the Hazardous Materials Laws, of all Hazardous Materials and any wastes generated by Tenant or Tenant Representatives. Tenant shall be designated as the "generator," as such terms are used in the Hazardous Materials Laws, on all manifests relating to such Hazardous Materials or wastes generated by Tenant or Tenant Representatives.

8.3 Remediation of Tenant's Contamination. If the acts or omissions of Tenant or the Tenant's Representatives cause a release of Hazardous Materials at, on or under the Premises or areas adjacent thereto (**"Tenant's Contamination"**), then Tenant, at Tenant's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Premises or the groundwater underlying the Premises to the extent required to comply with applicable Hazardous Materials Laws. Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first obtaining the prior written consent of Landlord, which may be subject to conditions imposed by Landlord as determined in Landlord's sole discretion. Tenant shall promptly deliver to Landlord, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant's Contamination.

8.4 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, "**Notifying Party**") shall immediately notify the other party (for purposes of this Section, "**Notice Recipient**") in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters; and (iv) any spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Property, or any portion thereof. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

8.5 Environmental Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (i) any Tenant's Contamination, or (ii) Tenant's failure to comply with any Hazardous Materials Laws applicable to it Permitted Use and with respect to the Premises. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.6 Environmental Indemnification by Landlord. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant, and each of Tenant's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind and claims for bodily injury or property damage, administrative or judicial proceedings, and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by the presence or release of Hazardous Materials on, in or

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under, or emanating from the Premises caused (i) by Landlord, or (ii) by any previous tenants within the Premises that have entered into lease documentation with Landlord. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.7 Air Force Environmental Obligation. Notwithstanding any other provision of this Lease to the contrary, which includes, but is not limited to, Sections 8.5 and 8.6, the parties acknowledge and agree that nothing in this Lease is intended to diminish, alter or negate the obligations of the Air Force concerning the existence of Hazardous Materials at McClellan, which includes, but is not limited to, the FFA, and the Air Force's obligations under applicable Federal or State laws, statutes, ordinances, regulations or other legal and/or equitable obligations (collectively, "**Air Force Environmental Obligation**"), and Tenant's and Landlord's indemnification obligations set forth in Section 8.5 and 8.6 shall not apply to any occurrence or event that is subject to the Air Force Environmental Obligation. The parties agree to reasonable cooperate with each other with regard to the pursuit of any claim against the Air Force.

8.8 Environmental Questionnaire. Prior to execution of this Lease, Tenant shall complete, execute, and deliver to Landlord an Environmental Questionnaire Disclosure Statement (the "**Environmental Questionnaire**"), in a form of Exhibit D-2 attached hereto. For a period of fifteen (15) days following Landlord's receipt of the Environmental Questionnaire, Landlord shall have the right to approve or disapprove such document. Tenant acknowledges that, in conjunction with Landlord's review of the Environmental Questionnaire, Landlord may require Tenant to comply with a "**Hazardous Materials Handling Plan,**" the approval of which by Landlord and Tenant is a condition precedent to each party's obligations hereunder (Tenant shall be responsible for the preparation of the draft Hazardous Materials Handling Plan). Tenant shall confirm that the information set for on the Environmental Questionnaire is accurate (or note modifications which will be subject to Landlord's approval under this Section) on an annual basis within ten (10) business days following Landlord's request for such confirmation. If, in conjunction with Tenant's Permitted Use, Tenant must commence the utilization of previously undisclosed Hazardous Materials, prior to the usage thereof, Tenant shall notify Landlord thereof, by written summary determining the scope of such usage and updating the Hazardous Materials Handling Plan to the extent required by such additional usage which notice shall specify: [Landlord's failure to respond within fifteen (15) days following receipt of this notice shall be deemed approval of this notice]. For a period of fifteen (15) days following Landlord's receipt of such notice, Landlord shall have the right to approve or disapprove of such documents which approval shall not be unreasonably withheld (provided such usage is consistent with Hazardous Materials Laws within such time period shall be deemed Landlord's disapproval thereof.

8.9 Waiver. Tenant, for itself and Tenant Representatives, hereby waives, releases and forever discharges Landlord, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the Lease Date or thereafter, which Tenant has or may have in the future, arising out of or relating to (i) the information provided in the Environmental Information, (ii) the failure of the Air Force to comply with the Air Force Environmental Obligation, or (iii) excepting Landlord's obligation under Section 10 of this Lease, the physical, economic condition, suitability of the Premises and/or Property for Tenant's Permitted Use and, excepting Landlord's obligation under Section 8.6 of this Lease, the environmental condition of the Premises and/or Property. Excepting Landlord's compliance with its obligation under this Lease, concerning the forgoing matters, Tenant hereby specifically waives the provisions of Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

DS FM
Landlord

DS MS
Tenant

8.10 Environmental Information. Tenant acknowledges receipt of the information attached hereto as Exhibit D-3 (collectively, "**Environmental Information**"). Such disclosures are not intended to be inclusive of all Hazardous Materials which were present at McClellan and each party hereto acknowledges that additional Hazardous Materials not set forth in such exhibit may have been or remain present at McClellan;

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provided, however, such disclosure shall not affect, in any manner, the obligation of the Air Force under applicable Law.

8.11 Landlord Entry. Landlord shall have the right to inspect the Premises for Hazardous Materials and compliance with the provisions of this Section 8 at all reasonable times upon reasonable advance oral or written notice to Tenant (except in the event of an emergency).

8.12 Air Force Entry. Tenant acknowledges that the Secretary of the Air Force, acting on behalf of the United States of America (**"Air Force"**), its agents, employees, contractors and subcontractors, has reserved the right to ingress, egress and access to the Premises, or portion thereof, to comply with its obligations under the Federal Facilities Agreement, entered into by U.S. EPA, Region IX, the State of California, and the Air Force, effective July 1989 ("**FFA**"), the McClellan Air Force Base Installation Restoration Program or in accordance with other hazardous waste remediation activities, whether imposed by law or regulatory agencies, and to perform various tasks, repairs, maintenance and obligations required during the Term. Tenant acknowledges that some or all of these actions may interfere with Tenant's quiet use and enjoyment of the Premises, and that such entrance may disrupt, interfere, and/or adversely affect Tenant's Building operations, including the Permitted Use, for the duration of such entrance; provided that Landlord shall use its good faith efforts to schedule such entrance in the least intrusive manner possible; provided, however, Landlord has no legal right to cause the Air Force to comply. Such entrance shall not constitute an actual or construction eviction and will not cause any form of liability, offset, abatement and/or claim against Landlord and/or the Air Force. To provide prior notice to Tenant for the required entrance by the Air Force, prior to the Commencement Date, Tenant shall complete the information set forth in Exhibit D-4, which information the Air Force may rely upon in providing such notice. If such information requires revision during the Term, Tenant shall notify, in writing, Landlord in accordance with Section 27 of this Lease.

8.13 Preexisting Hazardous Materials. IN NO EVENT SHALL TENANT BE RESPONSIBLE, IN ANY MANNER, FOR THE CLEANUP OF ANY HAZARDOUS MATERIALS (I) DESCRIBED IN THE ENVIRONMENTAL INFORMATION, OR (II) PRESENT AT THE PREMISES AS OF THE COMMENCEMENT DATE, EXCEPT TO THE EXTENT TENANT HAS CAUSED A TENANT'S CONTAMINATION OR REMEDIATION IS REQUIRED DUE TO AN ALTERATION.

8.14 Sewer Use Questionnaire. On or before December 31 of each calendar year, Tenant shall deliver to Landlord an updated "**Sewer Use Questionnaire**" in the form of Exhibit D-5 attached hereto.

8.15 Asbestos Notification for Commercial Property Constructed Before 1979. Tenant acknowledges that Landlord has advised Tenant the Building, because of its age, may contain asbestos-containing materials ("**ACMs**"). If Tenant undertakes an Alteration, Tenant shall, in addition to complying with the requirements of Article 13, undertake the Alterations in a manner that avoids disturbing any ACMs present in the Building. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Hazardous Materials Laws, including giving all notices required by Health and Safety Code Sections 25915-25919.7, as amended.

8.16 Exclusivity. The allocations of responsibility between, obligations and liabilities undertaken by, and indemnifications given by Landlord and Tenant under this Section 8, shall be the exclusive provisions under this Lease, applicable to the subject matter treated in this Section 8, and any other conflicting or inconsistent provisions contained in this Lease shall not apply with respect to the subject matter. Tenant and Landlord have been informed that certain California judicial decisions have held that, notwithstanding the specific language of a lease, courts may impose the responsibility for complying with legal requirements and for performing improvements, maintenance and repairs on a landlord or tenant based on the court's assessment of the parties' intent in light of certain equitable factors. Tenant and Landlord have each been advised by their respective legal counsel about the provisions of this Lease allocating responsibility for compliance with laws and for performing improvements, maintenance and repairs between Tenant and Landlord. Tenant and Landlord expressly agree that the allocation of responsibility for compliance with laws and for performing improvements, maintenance and repairs set forth in this Lease represents Tenant's and Landlord's intent with respect to this issue.

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8.17 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 8 shall survive the expiration or earlier termination of this Lease.

9. Utilities.

(a) Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturdays, State and Federal holidays exempted ("**Business Hours**"), subject to the conditions and in accordance with the standards set forth in writing by Landlord from time to time during the term of this Lease and delivered to Tenant, reasonable quantities of electric current for normal lighting and fractional horsepower office machines, water for lavatory and drinking purposes, heat and air conditioning required in Landlord's judgment for the comfortable use and occupation of the Premises. In addition, provided that Tenant is not in default hereunder, Landlord agrees to provide janitorial service to the Premises five (5) days a week, during such hours and days as Landlord may schedule, in its discretion, outside the hours for the Building set forth in the preceding sentence, in accordance with the specifications attached hereto as Exhibit E. Tenant acknowledges and agrees that Landlord may impose a reasonable charge for the use of any additional or unusual janitorial services required by Tenant's carelessness or the nature of Tenant's business. Landlord's obligation regarding any heating, ventilation and air conditioning ("**HVAC**") and electrical systems shall be limited to the Building's standard central HVAC and electrical systems, and Landlord shall have no obligation to maintain or repair any HVAC or electrical system that has been installed to accommodate Tenant's specific use of the Premises (provided, however, that any contractor retained by Tenant to maintain or repair any such HVAC or electrical system shall be subject to Landlord's reasonable approval). Landlord shall not be obligated to service, maintain, repair or replace any system or improvement in the Premises that has not been installed by Landlord at Landlord's expense, or which is a specialized improvement requiring additional or extraordinary maintenance or repair (by way of example only, if the standard premises in the Building contain fluorescent light fixtures, Landlord's obligation shall be limited to the replacement of fluorescent light tubes, irrespective of any incandescent fixtures that may have been installed in the Premises at Tenant's expense). Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character or for any other causes. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption or failure of any services to be provided under this Lease.

(b) If the temperature otherwise maintained in any portion of the Premises by the HVAC systems of the Building is affected by reason of any lights, machines or equipment used by Tenant in the Premises, or by the occupancy of the Premises by more persons than are contemplated by the design criteria of the HVAC systems, then Landlord shall have the right to install machines or equipment that Landlord reasonably deems necessary to restore temperature balance, including modifications to the standard air-conditioning equipment and electrical systems serving the Premises. The cost of any such equipment and modifications, including the cost of installation and any additional cost of operation and maintenance of the same, shall be paid by Tenant to Landlord upon demand.

(c) Tenant acknowledges and agrees that Tenant's use of the Premises during Non-Business Hours imposes additional burden on the Project's janitorial services, fluorescent light tubes, HVAC and electrical services, and the common areas. Accordingly, Non-Business Hours use of services will be made available to Tenant through an access or override switch accessible to Tenant and will be billed as an after hours rent assessment. After hours use will be metered and such costs will be payable by Tenant to Landlord upon demand. Such costs shall not exceed forty and no/100ths dollars ($40.00) per hour for the initial year of the Term.

(d) Tenant shall not, without the prior consent of Landlord, connect to the utility systems of the Building any apparatus, machinery or other equipment except typical office machines and devices such as electric typewriters, word processors, mini and micro-computers and office-size photocopiers. Nor shall Tenant, without the prior written consent of Landlord, connect to any electrical circuit in the Premises any apparatus or equipment with power requirements that exceed the designed electrical capacity of the Premises. Tenant shall pay the cost of all utilities and services supplied to Tenant in connection with Tenant's use of additional office equipment approved by Landlord hereunder. Tenant shall not, without the prior consent of Landlord, connect to any dedicated

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electrical circuit in the Premises electrical apparatus or equipment of any type having in the aggregate electrical power requirements in excess of two (2) amps per outlet. Notwithstanding Landlord's consent to such excess loading of circuits, Tenant shall pay the cost of any additional or above-standard capacity electrical circuits necessitated by such excess loading circuits and the installation thereof.

(e) All sums payable hereunder by Tenant for additional services or for excess utility usage shall be payable within thirty (30) days after written request from Landlord, including reasonable supporting documentation; except that Landlord may require Tenant to pay monthly for the estimated cost of Tenant's excess utility usage if such usage occurs on a regular basis, and such estimated amounts shall be payable in advance on the first day of each month.

10. Repairs by Landlord. Landlord shall maintain, repair and keep all exterior and demising walls, load bearing elements, foundations, roof, and common areas that form a part of the Building and Building standard mechanical, electrical, HVAC and plumbing systems, core restrooms, stairwells, mechanical and janitorial closets, and pipes and conduits that are provided by Landlord in the operation of the Building in a good operation condition, excepting repairs required due to the negligence or intentional acts of Tenant, its employees, invitees or representatives which shall be repaired by Tenant. Landlord shall maintain the grounds surrounding the Building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to Tenant to be defective which Landlord is required to repair and failure to so report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions. Landlord shall be required to commence such repairs within a reasonable period of time from receipt of Tenant's notice.

11. Repairs by Tenant. Tenant accepts the Premises in its present "As-Is," "Where Is" condition (except for the Tenant Improvements which are the responsibility of Landlord, if any), and specifically acknowledges that the Premises is suited for the uses intended by Tenant. Landlord shall not be liable for any latent or patent defects in the Premises, excepting Tenant Improvements constructed by Landlord, if any, pursuant to the Work Letter Agreement. Tenant acknowledges that Landlord has made no representation or warranty concerning the condition and state of repair of the Premises to the extent not constructed by Landlord. Tenant shall at its own cost and expense keep and maintain the Premises in good order and repair, promptly making all necessary repairs and replacements, including, but not limited to, all equipment and facilities and components thereof within the Premises, fixtures, walls (interior), finish work, ceilings, floors, lighting fixtures, bulbs and ballasts, utility connections and facilities within the Premises, windows, glass, doors, and plate glass, downspouts, gutters, air conditioning and heating systems, truck doors, dock levelers, bumpers, seals and enclosures, plumbing, electrical, termite and pest extermination, and damage to common areas caused by Tenant, excluding only those repairs expressly required to be made by Landlord hereunder. Any and all construction, maintenance and/or repairs to be done by Tenant, its agents, employees, contractors and/or subcontractors pursuant to this Section which would be deemed an Alteration (as hereinafter defined), as reasonably determined by Landlord, shall comply with the requirements of Section 13 of this Lease. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

12. Ad Valorem Taxes. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property shall be assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property with supporting documentation.

13. Alteration of Premises. Tenant shall not make or suffer to be made any alterations, additions, or improvements (collectively, "**Alterations**") to or of the Premises, or any part thereof, without first obtaining the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion.

14. Insurance

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14.1 Landlord's Insurance. Landlord shall maintain in full force and effect throughout the Term of this Lease general comprehensive liability insurance for the Building and general fire and extended coverage insurance on special form or such other broader coverage as may from time to time be customary on the Building in such amounts determined by Landlord.

14.2 Tenant's Insurance. Tenant agrees to take out and keep in force during the Term, without expense to Landlord, the policies of insurance as set forth below.

(A) Commercial general liability insurance, in the name of Tenant, insuring against any liability for injury to or death of persons resulting from any occurrence in or about the Building and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than $3,000,000.00 aggregate, $1,000,000.00 per occurrence. The amounts of such insurance required hereunder shall be adjusted from time to time as requested by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable premises and buildings in the general geographical area of the Premises. In addition, such policy of insurance shall include the ordinary and usual coverage for any additional liability as coverage for any potential liability arising out of or because of any construction, work of repair or alterations done on or about the Premises by or under the control or direction of Tenant;

(B) Causes of Loss – Special Form property insurance, in an amount not less than one hundred percent (100%) of replacement cost covering all tenant improvements and alterations permitted under this Lease, floor and wall coverings, and Tenant's office furniture, business and personal trade fixtures, equipment, furniture system and other personal property from time to time situated in the Premises. Such property insurance shall include a replacement cost endorsement, providing protection against any peril included within the classification fire and extended coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in a "cause of loss-special form" standard insurance policy. The proceeds of such insurance shall be used for the repair and replacement of the property so insured, except that if not so applied or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant;

(C) Workers compensation insurance as required by law and employer liability insurance with limits of not less than $1,000,000.00;

(D) Comprehensive automobile liability insurance with limits of not less than $1,000,000.00 combined bodily injury and property damage per occurrence; and

(E) Environmental Impairment Liability insurance with limits of not less than $1,000,000.00 or such other larger limits as may be reasonably required by Landlord, taking into consideration the extent and nature of Tenant's activities.

14.3 Certificates of Insurance. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies which are rated by Best Insurance Reports as A:XV or better and licensed or authorized to do business in the State of California. Each policy shall name (1) McClellan Business Park, LLC; (2) MP Holdings, LLC; (3) the County of Sacramento; and (4) the United States Air Force, and any other party designated by Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a separation of insureds condition, and (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance for Landlord's interest only. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is given possession of the Premises, and thereafter, within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable, materially changed or reduced in coverage except after thirty (30) days' written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said

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insurance on Tenant's behalf and charge the Tenant the premiums and a twenty-five (25%) percent administrative charge, which shall be payable upon demand.

14.4 Waiver of Subrogation. To the extent of any and all insurance maintained, or required to be maintained, by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carriers any right of subrogation that may exist or arise as against the other party to this Lease. Landlord and Tenant shall cause the insurance companies issuing their insurance policies with respect to the Premises to waive any subrogation rights that the companies may have against Tenant and Landlord, respectively.

15. Indemnity.

15.1 Definitions. "**Tenant Parties**" shall mean, singularly and collectively, Tenant and Tenant's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as all persons and entities claiming through any of the foregoing persons or entities, and (ii) **"Landlord Parties"** shall mean singularly and collectively, Landlord and Landlord's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as to all persons and entities claiming through any of the foregoing persons or entities.

15.2 Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord and Landlord Parties, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (a) the negligent acts or omissions of Tenant or Tenant Parties, (b) Tenant's breach of its obligations under this Lease; (c) Tenant's or any Tenant Party's use, possession, or occupancy of the Premises during the Term; (d) any work done, permitted or contracted for by Tenant or any Tenant Party on or about the Premises during the Term, or (e) the death or injury of any person during the Term, including Tenant or any person who is an employee or agent of Tenant, or damage to or destruction of any property during the Term, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatever while such person or property is in or on the Premises. If any action or proceeding is brought against the Landlord by reason of the matters stated in this Section, Tenant, upon written notice from Landlord, shall, at Tenant's expense, defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be withheld unreasonably. Notwithstanding anything to the contrary in this Lease, the obligations of Tenant hereunder shall not apply to claims, liability and/or damages to the extent arising from or related to Landlord's or Landlord's Parties negligence, willful acts or Landlord's breach of its obligations under this Lease. The provisions of this Section shall not apply to any of the provisions of Section 8 of the Lease.

15.3 Exculpation. Tenant, on behalf of itself and of all Tenant Parties, hereby waives, to the fullest extent permitted by Law, all claims against Landlord and the Landlord Parties for loss, theft or damages to goods, wares, merchandise or other property (whether tangible or intangible) in and about the Premises occurring during the Term, and for the injury or death to any persons in, on or about the Premises occurring during the Term. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

15.4 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 15 shall survive the expiration or earlier termination of this Lease.

16. Construction Liens. Tenant shall not suffer or permit any construction liens, mechanic's liens or materialman's liens to be filed against Landlord's interest in the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises, any notices which it deems necessary for protection from such liens. Tenant shall have the right to contest by proper proceedings any such construction liens, mechanic's liens or material man's liens, provided that Tenant shall prosecute such contest diligently and in good faith and such contest shall not expose Landlord to any civil or criminal penalty or liability. Upon Landlord's demand, Tenant shall furnish Landlord a

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surety bond or other adequate security satisfactory to Landlord sufficient both to indemnify Landlord against liability and hold the Property free from adverse effect in the event the contest is not successful. If such liens are so filed and Tenant does not properly contest such liens, Landlord, at its election, and upon not less than ten (10) days prior written notice to Tenant, may pay and satisfy same and, in such event the sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18.00%) per annum from the date of payment, and all actual and other expenses, including reasonable attorney's fees, so paid by Landlord, shall be deemed to be Rent due and payable by the Tenant at once without notice or demand.

17. Quiet Enjoyment. So long as an Event of Default does not exist, Tenant shall be entitled to quietly have, hold, and enjoy the Premises during the Term, subject to Landlord's rights under this Lease.

18. Landlord's Right of Entry. Landlord or its agents shall have the right to enter the Premises at reasonable times upon reasonable notice. Upon receipt of reasonable advance notice from Landlord, Tenant may arrange to have a designated representative accompany Landlord in entering the Premises. Landlord's right of reentry shall not be deemed to impose upon Landlord any obligation, responsibility, or liability for the care, supervision or repair of the Premises except that Landlord shall use reasonable care to prevent loss or damage to Tenant's property resulting from Landlord's entry. Landlord shall have the right at any time, without effecting an actual or constructive eviction and without incurring any liability to the Tenant therefor, to change the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building are commonly known, provided that such action does not result in any unreasonable interference with Tenant's access to or use of the Premises. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises without first giving notice to the Tenant in the event of an emergency where the nature of the emergency will not reasonably permit the giving of notice.

19. Destruction of Building

19.1 Loss Covered by Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is wholly or partially damaged or destroyed by a casualty, the loss to Landlord from which is (except for any applicable deductible) fully covered by insurance maintained by Landlord or for Landlord's benefit, which casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then:

(A) Repairs Which Can be Completed Within One Year. Within sixty (60) days of notice to Landlord of such damage or destruction, Landlord shall provide Tenant with notice of its determination of whether the damage or destruction can be repaired within one (1) year of such damage or destruction without the payment of overtime or other premiums. If all repairs to such Premises or Building can, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord shall, at Landlord's expense, repair the same and this Lease shall remain in full force and effect and a proportionate reduction of the Rent shall be allowed Tenant for such portion of the Premises as shall be rendered inaccessible or unusable to Tenant, and which is not used by Tenant, during the period of time that such portion is unusable or inaccessible and not used by Tenant.

(B) Repairs Which Cannot Be Completed Within One Year. If all such repairs to the Building and Premises cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord shall notify Tenant of such determination and Landlord may, at Landlord's sole and absolute option, upon written notice to Tenant given within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to repair such damage or destruction at Landlord's expense, and in such event, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as hereinabove provided in Section 19.1(a). If Landlord does not elect to make such repairs, then either Landlord or Tenant may, by written notice to the other no later than ninety (90) days after the occurrence of such damage or destruction elect to terminate this Lease as of the date of the occurrence of such damage or destruction.

19.2 Loss Not Covered By Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is totally or partially damaged or destroyed from a casualty, the loss to

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Landlord from which is not fully covered by insurance maintained by Landlord or for Landlord's benefit, which damage renders the Premises inaccessible or unusable to Tenant in the ordinary course of its business, Landlord, at its option, upon written notice to Tenant within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, may elect to repair or restore such damage or destruction, or Landlord may elect to terminate this Lease. If Landlord elects to repair or restore such damage or destruction, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as provided in Section 19.1(a). If Landlord does not elect by notice to Tenant to repair such damage, or if the damage cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction, the Lease shall terminate.

19.3 Destruction During Final Year. Notwithstanding anything to the contrary contained in Sections 19.1 and 19.2, if the Premises or the Building is wholly or partially damaged or destroyed within the final twelve (12) months of the Term of this Lease, Landlord may, at its option, by giving Tenant notice within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to terminate the Lease.

19.4 Destruction of Tenant's Personal Property, Tenant Improvements or Property of Tenant's Employees. In the event of any damage to or destruction of the Premises or the Building, under no circumstances shall Landlord be required to repair any injury, or damage to, or make any repairs to or replacements of, Tenant's Personal Property. Landlord shall have no responsibility for any contents placed or kept in or on the Premises by Tenant.

19.5 Exclusive Remedy. This Section 19 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building, and Tenant, as a material inducement to Landlord entering into this Lease, irrevocably waives and releases Tenant's rights under California Civil Code Sections 1932(2) And 1933(4), and any successor statues. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

20. Eminent Domain

20.1 Definitions. For purposes of this Lease, the word "condemned" is co-extensive with the phrase "right of eminent domain", that is, the right of the government to take property for public use, and shall include the intention to condemn expressed in writing as well as the filing of any action or proceeding for condemnation.

20.2 Exercise of Condemnation. If any action or proceeding is commenced for the condemnation of the Premises or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Premises at the time thereof, or if the Premises or any part or portion thereof be condemned through such action, then and in any of such events Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor, without first requiring that any action or proceeding be instituted, or if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and Landlord is expressly empowered to stipulate to judgment therein, the part and portion of the Premises sought by the condemnor, free from this Lease and the rights of Tenant hereunder. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Premises or any part or portion thereof, except that Tenant shall be entitled to recover from the condemnor and Landlord shall have no claim therefor or thereto for Tenant's relocation costs, loss of goodwill, for Tenant's trade fixtures, any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is or may be entitled to remove at the expiration of this Lease and Tenant's leasehold estate hereunder.

20.3 Effect on Lease. If the entire Premises is condemned, this Lease shall terminate as of the earlier of such taking or loss of possession. If only a part of the Premises is condemned and taken and the remaining portion thereof is in Tenant's reasonable discretion not suitable for purposes for which Tenant has leased the Premises, either Landlord or Tenant shall have the option to terminate this Lease effective as of the earlier of such taking or loss of possession. If by such condemnation and taking only a part of the Premises is taken, and the remaining part thereof is in Tenant's reasonable discretion suitable for the purposes for which Tenant has leased the Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that

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the floor area of that portion of the Premises physically taken by eminent domain bears to the floor area of the entire Premises.

21. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant ("**Default**"):

(a) The abandonment or vacation of the Premises by Tenant (failure to occupy and operate the Premises for thirty (30) consecutive days shall be deemed an abandonment).

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) days after the due date.

(c) Tenant's failure to perform any other obligation under this Lease (including the Rules and Regulations) for ten (10) days after written notice from Landlord; however, if more than ten (10) days are reasonably required for cure, Tenant shall not be in default hereunder if Tenant shall promptly (and in any event within five (5) days after receipt of Landlord's notice) commence the cure of the default and diligently prosecute the same to completion, so long as cure is completed within thirty (30) days after receipt of Landlord's notice.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors.

(e) The employment of a receiver to take possession of substantially all of the assets and business of Tenant or the Premises, if such receivership remains undissolved for a period of thirty (30) days after creation thereof.

(f) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease, and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligation under this Lease.

Any notice given pursuant to this Section is in lieu of any written notice required by Law, including any notice required under Sections 1161 and 1161.1 of the California Code of Civil Procedure (or any similar or successor law), and Tenant waives (to the fullest extent permitted by law) the giving of any notice other than that provided for in this Section. To the extent the foregoing is not permitted by Law, any notice under this Section shall run concurrently with, and not in addition to, any similar time periods prescribed by applicable Law.

22. Remedies in Event of Default by Tenant.

22.1 Termination. In the event of a Default, Landlord shall have the right to terminate this Lease. The election to terminate may be stated in any notice served upon Tenant with respect to the Default. After the termination, Landlord may, pursuant to applicable Law, enter the Premises and remove Tenant, any other person occupying the same, and any or all trade fixtures, furnishings or equipment, and all other personal property contained in the Premises from time to time ("**Personal Property**"). Any such repossession shall be without prejudice to any of the remedies that Landlord may have under this Lease, or at law or in equity, by reason of the Default or the termination.

22.2 Continuation after Default. In the event of the occurrence of a Default, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 22.1, and Landlord may enforce all its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in California Civil Code Section 1951.4 (lessor may continue to lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). Landlord shall further have all remedies under

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any other applicable code section. Acts of maintenance, preservation or efforts to lease the Premises, or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease, shall not constitute an election to terminate Tenant's right to possession in the absence of written notice to the contrary.

22.3 Damages upon Termination. Should Landlord terminate this Lease pursuant to the provisions of Section 22.1 Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the California Civil Code or any other applicable code section. Landlord shall be entitled to recover from Tenant: (a) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such Default, recovering possession of the Premises, expenses of reletting the Premises to a new tenant, (including necessary renovations, alterations and improvements to the Premises, and leasing commissions incurred), and all attorneys' and other professional and paraprofessional fees and other costs and expenses incurred in good faith in connection with any of the foregoing. The "worth at the time of award" of the amounts referred to in (a) and (b), above shall be computed with interest at the maximum lawful rate. The "worth at the time of award" of the amount referred to in (c), above shall be computed by reference to the formula prescribed by, and using the lowest discount rate permitted under, any applicable Law.

22.4 Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and, to the extent permitted by any Law and except as otherwise provided herein, are not alternative.

23. Default by Landlord.

23.1 Right to Cure. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

23.2 Remedies in Event of Default by Landlord. Except as expressly set forth in, and limited by, the terms of this Lease, Tenant hereby waives and relinquishes any and all rights which Tenant may have to terminate this Lease or to withhold Rent for any reason whatever, including without limitation on account of any default by Landlord of its obligations under this Lease, and any damage to, or condemnation, destruction or state of disrepair of, the Premises (specifically including but not limited to, those rights under California Civil Code Sections 1932, 1933(4), 1941, 1941.1 and 1942). Tenant's sole remedy for a breach of this Lease shall be limited to an action for damages, injunctive relief or specific performance of this Lease. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

24. Surrender of Premises. On or before the expiration of the Lease Term, Tenant shall vacate the Premises in broom clean condition and otherwise in the same condition as existed on the Commencement Date, ordinary wear and tear and fire and casualty loss excepted, except that any Alterations made within and on the Premises by Tenant shall remain, in the same condition and repair as when constructed or installed, reasonable wear and tear and fire and casualty loss excepted, unless Landlord required removal as provided in Section 13. In addition, Tenant shall remove from the Premises all Tenant's Personal Property in order that Landlord can repossess the Premises on the day this Lease or any extension hereof expires or is sooner terminated. Any such removals by Tenant shall be accomplished in a manner which will minimize any damage or injury to the Premises and any resulting damage or injury shall be repaired by Tenant at its sole cost and expense within thirty (30) days after Tenant vacates.

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25. Holding Over. Should Tenant hold over and remain in possession of the Premises after the expiration of this Lease, without the written consent of Landlord, such possession shall be as a month-to-month tenant. Unless Landlord agrees otherwise in writing, Base Rent during the hold-over period shall be payable in an amount equal to one hundred fifty percent (150.00%) of the Base Rent paid for the last month of the Term hereof until Tenant vacates the Premises and the Security Deposit shall increase to an amount equal to the increased monthly Base Rent. All other terms and conditions of this Lease shall continue in full force and effect during such hold-over tenancy, which hold-over tenancy shall be terminable by either party delivering at least one (1) month's written notice, before the end of any monthly period. Such hold-over tenancy shall terminate effective as of the last day of the month following the month in which the termination notice is given.

26. Notice. All notices, demands or requests required or permitted under this Lease shall be in writing and delivered personally, by facsimile, or mailed postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express, addressed as set forth below. Any party may designate a different address by notice similarly given. Any notice, demand or request so given, delivered or made by United States mail shall be deemed to have been given or delivered or made on the third business day following the day on which the same is deposited in the United States mail as registered or certified mail, return receipt requested, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document delivered by facsimile shall be deemed to be given, delivered or made on the day sent as confirmed by sender's written facsimile confirmation. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid, shall be deemed to be given, delivered or made on receipt of the same by the party to whom the same is to be given, delivered or made, addressed as follows:

TO LANDLORD: McClellan Realty, LLC
3140 Peacekeeper Way
McClellan, California 95652
Telephone: (916) 965-7100
Facsimile: (916) 568-2764
Attention: President and Executive Vice President & General Counsel

TO TENANT: _____
_____
_____
Attention: _____
Telephone: (916) _____
Facsimile: (916) _____

27. Assignment and Subletting. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively, "**Assignment**"), or permit the Premises to be occupied by anyone other than Tenant or sublet the Premises (collectively, "**Sublease**") or any portion thereof without Landlord's prior written consent in each instance, which consent may be withheld in its sole discretion

28. Attorney's Fees. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "**Defaulting Party**") shall reimburse the other party (the "**Non-Defaulting Party**") upon demand for any costs or expenses that the Non-Defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Project by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code,

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as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord, or at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

29. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the Premises and this Lease, and that it knows of no real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Tenant shall pay any other commission or finder's fee due if claimed through the actions of Tenant.

30. Subordination of Lease. This Lease is subject and subordinate to any mortgages which may now or hereafter be placed upon or affect the property or Building of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions hereof, provided that the holder(s) of such mortgage(s) shall agree in writing not to disturb the possession of the Premises by Tenant or the rights of Tenant under this Lease so long as Tenant is not in material default (subject to applicable notice and cure rights in favor of Tenant as contained in this Lease) in the performance of its obligations thereunder and, in the event of foreclosure, Tenant agrees to look solely to the mortgagee's interest in the Property for the payment and discharge of any obligations imposed upon the mortgagee or Landlord under this Lease. This clause shall be self-operative, and no further instrument or subordination shall be necessary unless requested by a mortgagee or the insuring title company, in which event Tenant shall sign, within five (5) business days after requested, such instruments and/or documents as the mortgagee and/or insuring title company reasonably request be signed ("**SNDA**").

31. Relocation. At any time after Tenant's execution of this Lease, Landlord shall have the right, upon providing Tenant ninety (90) days' written notice, ten (10) days if Tenant has not yet taken possession of the Premises, to provide Tenant with reasonably similar space elsewhere within McClellan which would accommodate Tenant's Permitted Use ("**Proposed Relocation Space**") and to move Tenant to such space. In the event Landlord moves Tenant to such new space, then this Lease and each and all of the Terms, covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that a revised floor plan shall become part of this Lease and shall reflect the location of the new space. Landlord shall be solely responsible for the payment of all moving and relocation expenses of Tenant as are actually incurred in connection with such relocation. For a period of ten (10) days after Tenant's receipt of the notice concerning the Proposed Relocation Space, Tenant may reject such relocation. In such event, Landlord shall have the right to (i) withdraw its intention to relocate, or (ii) terminate this Lease.

32. Estoppel Certificates and Financial Statements.

32.1 Estoppel Certificate. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior request by Landlord, execute, acknowledge and deliver to Landlord, or to such other persons who may be designated in such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the Rent and any other charges have been paid in advance, and such other items requested by Landlord, including without limitation, the Commencement Date and expiration date, Rent amounts, and that no offsets or counterclaims are present. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrancer (including assignee) of the Premises.

32.2 Financial Statements. If Landlord desires to finance, refinance, or sell the Building, or the Property, or any part thereof, Tenant shall deliver to Landlord, or to such potential lender or purchaser designated by Landlord, such financial information regarding Tenant, as may reasonably be required to establish Tenants' creditworthiness. All financial information provided by Tenant to Landlord or any lender or potential purchaser shall be held by the recipient in strict confidence and may not be used or disclosed by the recipient except for the purpose of determining Tenants' creditworthiness in connection with Tenants' obligations under this Lease.

33. Short Form of Lease. Tenant shall not record this Lease, or a short form of this Lease, without Landlord's prior written consent.

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34. Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent (all such approved signage shall comply with Law and Landlord's signage design criteria, as such exists from time to time). Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed herein, Landlord reserves the right to install, and all revenues from the installation of, such advertising signs on the Premises, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

35. [Intentionally Deleted]

36. Force Majeure. In discharging its duties under this Lease, Landlord shall be held to a standard of reasonableness and shall not be liable to Tenant for delays caused by Force Majeure Events.

37. Rules and Regulations. Tenant shall faithfully observe and comply with the nondiscriminatory rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all nondiscriminatory modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy to them to Tenant (a copy of the present Rules and Regulations is attached hereto as Exhibit G). Landlord shall use its reasonable efforts to enforce compliance with such rules, but shall not be responsible to Tenant for the nonperformance of any of said rules by other tenants or occupants.

38. Limitation on Liability. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (1) Tenant's sole and exclusive recourse shall be against Landlord's interest in the Premises and Tenant shall not have any right to satisfy any judgment which it may have against Landlord from any other assets of Landlord; (2) no member, partner, stockholder, director, officer, employee, beneficiary or trustee (collectively, "**Partner**") of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction over Landlord); (3) no service of process shall be made against any Partner of Landlord (except as may be necessary to secure jurisdiction over Landlord); (4) no Partner of Landlord shall be required to answer or otherwise plead to any service of process; (5) no judgment will be taken against any Partner of Landlord; (6) any judgment taken against any Partner of Landlord may be vacated and set aside at any time nunc pro tunc; (7) no writ of execution will ever be levied against the assets of any Partner of Landlord; and (8) these covenants and agreements are enforceable both by Landlord and also by any Partner of Landlord.

39. Infrastructure Cooperation. Tenant acknowledges that certain utility and/or operation systems which service the Premises and/or the expansion space(s) which are available to Tenant under this Lease may service adjacent premises and/or buildings. In this regard, to the extent that the controls, lines, mechanical systems and/or infrastructure for such systems must be utilized on a non-exclusive basis between Tenant and other third party tenants , as determined by Landlord, Tenant agrees to execute all documentation necessary to provide for such non-exclusive utilization, which documentation, among other provisions, would allocate on a reasonable basis, the expense of use, operation, maintenance and repair of such system between such users, provided that such documentation shall not cause material interference with Tenant's Permitted Use. Tenant shall execute such documentation within ten (10) days following its receipt thereof.

40. General Provisions.

40.1 CASp Inspection Certification. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist ("**CASp**"). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." If Tenant desires to obtain such CASp inspection, the CASp party, the scope of the inspection and date such inspection shall be performed shall be subject to the prior written approval of Landlord, which will not be unreasonably withheld. Landlord shall have the

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right to have a representative present during such inspection. The cost of such inspection shall be paid by Tenant without reimbursement or other payment from Landlord. Any work required to be completed as described in the CASp report shall be performed and paid for by Tenant. Landlord reserves the right to contest the findings in any CASp inspection report obtained by Tenant by having another CASp inspect the Premises.

40.2 Definition of Rent. "**Rent**" or "**rent**" shall mean the total of all sums due to Landlord from Tenant hereunder, including but not limited to Base Rent, Additional Rent, Utilities/Services, and all other fees and charges owed to Landlord as well as all damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, and, in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent.

40.3 Governing Law. This Lease shall be governed by the laws of the State of California and the parties hereto agree that venue shall be proper in any state or federal court located within the state.

40.4 Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; if Landlord or Tenant is comprised of multiple parties, each of such parties hereto shall be jointly and severally liable hereunder.

40.5 Entire Agreement. This Lease, the exhibits herein referred to, and any addendum executed concurrently herewith, are the final, complete and exclusive agreement between the parties and cover in full each and every agreement of every kind or nature, whatsoever, concerning the Premises and all preliminary negotiations and agreements of whatsoever kind or nature, are merged herein. Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. Unless otherwise provided herein, no supplement, modification, or amendment of this Lease shall be binding unless executed in writing by the parties.

40.6 Captions. The captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the Terms and provisions of this Lease.

40.7 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

40.8 Authority. The person(s) executing this Lease warrants that he or she has the authority to execute this Lease and has obtained or has the requisite corporate or other authority to do the same.

40.9 Counterparts. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may execute a facsimile or electronic counterpart signature page of this Lease. Each such facsimile or electronic counterpart signature page shall constitute a valid and binding obligation of the party signing such counterpart.

40.10 Execution. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate as of the day and year first above written.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By: DocuSigned by: 3E385EBFE6C241B...

Name: Frank Myers

Title: Chief Operating Officer

Date: 11/8/2021 | 12:14 PST

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: DocuSigned by: Murdock Smith E65F74F20BF3462...

Name: Murdock Smith

Title: Executive director

Date: 11/4/2021 | 2:22 PDT

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EXHIBITS

Exhibit A-1 -	McClellan
Exhibit A-2 -	Premises
Exhibit A-3 -	Building
Exhibit A-4 -	Parking Areas
Exhibit B -	[Intentionally Deleted]
Exhibit C -	Declaration of Lease Commencement
Exhibit D-1 -	Definition of Hazardous Materials
Exhibit D-2 -	Environmental Questionnaire
Exhibit D-3 -	Environmental Information
Exhibit D-4 -	Air Force Notification Request
Exhibit D-5 -	Sewer Use Questionnaire
Exhibit E -	Janitorial Specifications
Exhibit F -	[Intentionally Deleted]
Exhibit G -	Rules and Regulations

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EXHIBIT A-1

McCLELLAN

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Attachment 3
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HCCS - 3946

Administrative Record, as submitted by
Twin Rivers Unified School District

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Exhibit A-1
McClellan - Property

Highlands Community Charter School
Building 242
5411 Luce Avenue, McClellan

HCCS AR 003910

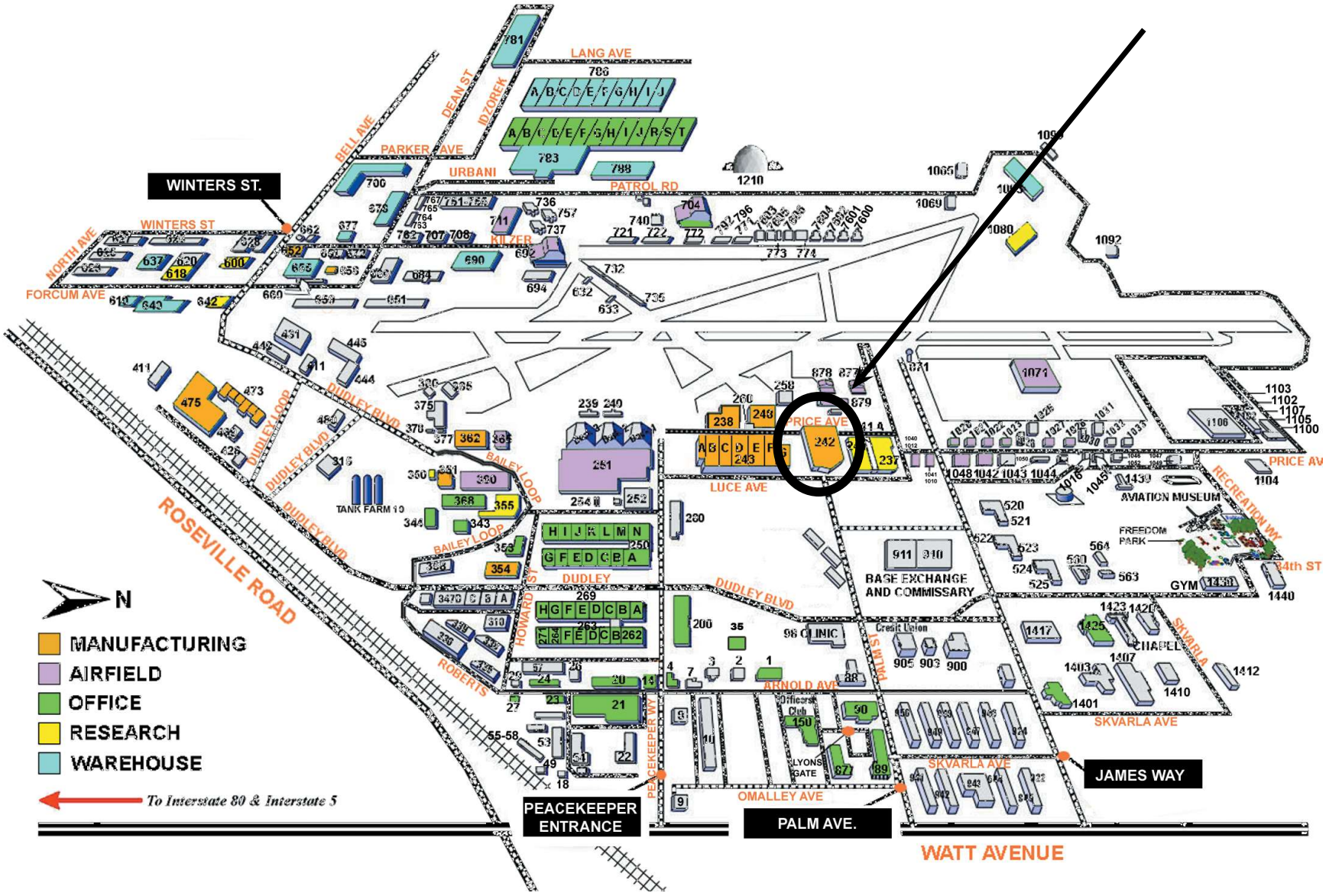

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EXHIBIT A-2

PREMISES

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EXHIBIT A-2
PREMISES
1ST FLOOR

DS
MS

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 242
5411 LUCE AVENUE, MCCLELLAN

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EXHIBIT A-3

BUILDING

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EXHIBIT A-3
BUILDING



DS
MS

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 242
5411 LUCE AVENUE, MCCLELLAN

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EXHIBIT A-4

PARKING AREAS

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Exhibit A-4
Parking Area

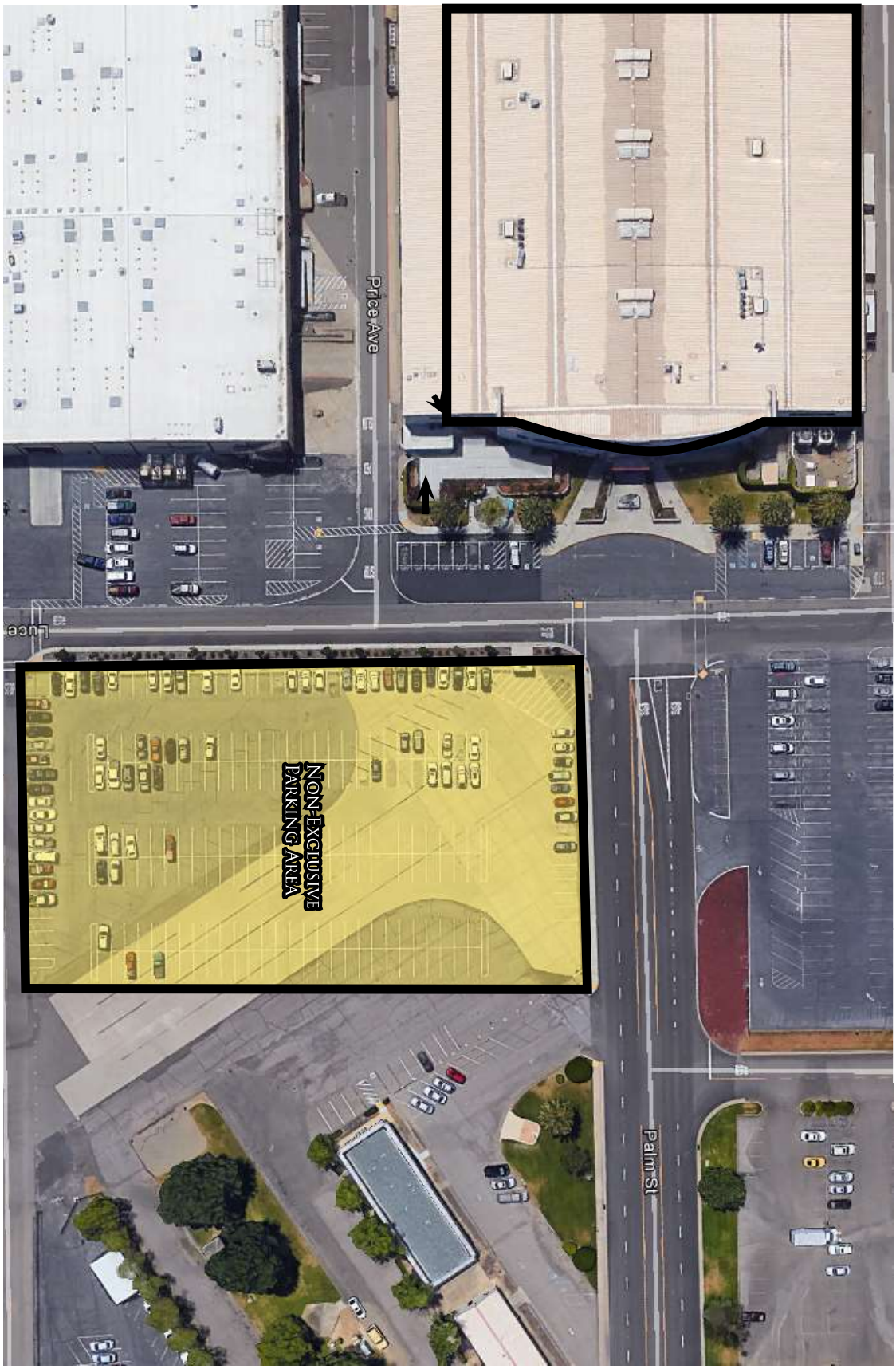

DS

Highlands Community Charter School
Building 242
5411 Luce Avenue, McClellan

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EXHIBIT B

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EXHIBIT C

DELCARATION OF LEASE COMMENCEMENT

This is to confirm that the Commencement Date, as defined in Paragraph 2.2 of the attached lease, for the property commonly known as _____**[Property Address]**_____, Suite #_____ and containing approximately _____ square feet pursuant to the lease dated _____, 20___ between **McCLELLAN REALTY, LLC**, a Delaware limited liability company and ____**[Tenant]**_____,is, for all purposes, agreed to be _____, 20___.

LANDLORD:	**TENANT:**
McCLELLAN REALTY, LLC, a Delaware limited liability company	_____, a _____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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EXHIBIT D-1

DEFINITIONS OF HAZARDOUS MATERIALS

"**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Property is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

"**Hazardous Materials Laws**" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities (including without limitation the U.S. Air Force) and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

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EXHIBIT D-2

ENVIRONMENTAL QUESTIONNAIRE

The purpose of this form is to obtain information regarding the use, if any, of hazardous substances in the process proposed on the premises to be leased. Any such use must be approved in writing by Landlord. Prospective tenants should answer the questions in light of their proposed operations on the premises. Existing tenants should answer the questions as they relate to ongoing operations on the premises and should update any information previously submitted. If additional space is needed to answer the questions, you may attach separate sheets of paper to this form. Your cooperation in this matter is appreciated. Any questions should be directed to, and when completed, the form should be mailed to:

Alan Hersh, Senior Vice President
McClellan Business Park
3140 Peacekeeper Way
McClellan, CA 95652
(916) 965-7100; (916) 568-2764 fax
ash@mcclellanpark.com

1. General Information.

Name of Responding Company:_____

Check the Applicable Status: Prospective Tenant ☐ Existing Tenant ☐

Mailing Address:_____

_____

Contact Person and Title:_____

Telephone Number: (___) _____ Email: _____

McClellan Park (MP) Address of Proposed Premises to be leased:_____

_____

Length of Lease Term:_____

North American Industry Classification System (NAICS) Code Number: _____

*Visit the **North American Industry Classification System (NAICS)** website to identify your code at www.naics.com .*

Describe the proposed operations to take place on the property, including principal products manufactured, services and a brief process flow description to be conducted. Existing tenants should describe any proposed changes to ongoing operations.

_____

_____

_____

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2. Use and/or Storage of Hazardous Materials.

2.1 Will any hazardous materials be used or stored onsite?

Hazardous Wastes Yes ☐ No ☐
Hazardous Chemical Products Yes ☐ No ☐

2.2 Does your business generate hazardous waste? Yes ☐ No ☐

If yes, what is your Generator ID Number? _____

2.3 ***Attach the list of any hazardous materials/wastes to be used, stored, or generated at the premises, its hazard class, the quantities that will be generated on a monthly basis onsite at any given time, and the location and method of storage (e.g., 55-gallon drums on concrete pad).***

Please provide Material Safety Data Sheets (MSDS) on such materials.

2.4 Describe the method(s) of disposal for each waste. Indicate where and how often disposal will take place. _____

_____

_____

2.5 If you generate a hazardous waste, based on your maximum volume of hazardous waste generated during a calendar month, please check the appropriate box below:

☐ Less than 100 kilograms (220 pounds)
☐ More than 100 kilograms but less than 1000 kilograms (2200 pounds)
☐ More than 1000 kilograms
☐ More than 55 gallons
☐ More than 200 cubic feet

2.6 Has your business filed for a Consolidated Hazardous Materials Permit from the Sacramento County Environmental Management Department?

Yes ☐ No ☐

If so, attach a copy of the permit application.

2.7 Are any of the chemicals used in your operations regulated under Proposition 65?

Yes ☐ No ☐

If so, describe the actions taken, or proposed to be taken, to comply with Proposition 65 requirements.

_____

_____

_____

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2.8 Do you store or use or intend to store or use acutely hazardous materials above threshold quantities requiring you to prepare a Risk Management Plan (RMP)?

Yes ☐ No ☐

3. Storage Tanks/Pumps.

3.1 Are any above or below ground storage of gasoline, diesel, or other hazardous substances in tanks or pumps being used as a part of your present process or proposed for use on this leased premises?

Yes ☐ No ☐

If yes, describe the materials to be stored, and the type, size and construction of the pump or tank. ***Attach copies of any permits obtained for the storage of such substances.***

_____

_____

3.2 If you have an above ground storage tank (AST), do you have a spill prevention containment and countermeasures (SPCC) plan? *(Also see Question 5.1)*

Yes ☐ No ☐ Not Applicable ☐

3.3 Have any tanks, pumps or piping at you existing facilities been inspected or tested for leakage? ***If so, attach the results.***

Yes ☐ No ☐ Not Applicable ☐

3.4 Have any underground storage tanks, sumps or piping been taken out of service or removed at the proposed facility or facilities that you operate?

Yes ☐ No ☐ Not Applicable ☐

If yes, attach copies of any closure permits and clearance obtained from regulatory agencies relating to closure and removal of such tanks.

4. Spills/Leaks.

4.1 During the past year, have any spills occurred on any site you occupy?

Yes ☐ No ☐ Not Applicable ☐

If yes, please describe the spill and ***attach the results of any process conducted to determine the extent of such spills.***

_____

_____

_____

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4.2 Were any agencies notified in connection with spills or leaks from tanks, pumps or piping?

Yes ☐ No ☐ Not Applicable ☐

If yes, describe and ***attach copies of any spill reports or other correspondence with regulatory agencies.***

_____

_____

4.3 Were any clean-up actions undertaken in connection with the spills?

Yes ☐ No ☐ Not Applicable ☐

If yes, briefly describe the actions taken. ***Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work.***

_____

_____

_____

5. Waste Management / Environmental Protection.

5.1 Indicate any environmental permits or plans you have for your operations under the Lease. (*Check all that apply).* ***Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the premises***.

☐	NPDES Permit(s)	Dated (renewal):
☐	MDAQMD Permit(s)	List Source(s):
☐	UST/AST Permit(s)	Tank Numbers:
☐	Hazardous Materials Business	Dated:
☐	Site Specific Spill Plan	Dated:
☐	Spill Prevention, Control and Countermeasures Plan (SPCC)	Dated:

5.2 Has your company filed a biennial report as a hazardous waste generator? ***If so, attach a copy of the most recent report filed.***

Yes ☐ No ☐

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5.3 Are hazardous wastes stores in secondary containments?

Yes ☐ No ☐

Are any of the following materials handled, generated, stored, treated or disposed anywhere at your facility? (*Check all that apply)*

☐ Flammable or combustible liquids
☐ Compressed gases
☐ Hazardous wastes
☐ PCBs
☐ Pesticides
☐ Radioactive materials

5.4 For any items checked above, provide a list of locations where such activities occur. (*Use additional pages if necessary):*

_____

_____

5.5 Please list all subcontractors that operate under a license within leased or subleased facilities and/or areas (including but not limited to) subcontractors for lighting/electrical, plumbing, HVAC, pest services, landscaping and/or building maintenance services). (*Use additional pages if necessary.)*

_____ _____

_____ _____

_____ _____

Do any of these subcontractors store, mix or utilize chemicals on site? Yes ☐ No ☐

If yes, what types and quantities?_____

_____

_____

5.6 If you generate hazardous waste, how many employees handle hazardous waste at your facility?

☐ _____# of employee(s) who handle hazardous waste

Indicate the name of the person(s) responsible for maintaining copies of hazardous waste manifests completed for offsite shipments of hazardous waste:

_____

_____

5.7 Describe the procedures followed to comply with OSHA Hazard Communication Standard requirements.

_____

_____

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5.8 Is any treatment, processing and recycling of hazardous wastes currently conducted or proposed to be conducted at the premises:

Yes ☐ No ☐

If yes, please describe any existing or proposed treatment, processing or recycling methods.

_____

_____

5.9 Do you ever have any pest control services come to your facility to apply pesticides?

Yes ☐ No ☐

If so, please provide the following information:

Name of Company/Licensed Applicator: _____

6. Wastewater Treatment/Discharge.

6.1 Will your proposed operation require the discharge of wastewater to?

Storm drain	Yes ☐ No ☐	Sewer	Yes ☐ No ☐
Surface water	Yes ☐ No ☐	Industrial discharge	Yes ☐ No ☐

6.2 Does your business have a Sewer Use Questionnaire on file with Sacramento Regional County Sanitation District?

Yes ☐ No ☐

6.3 Is your wastewater treated before discharge?

Yes ☐ No ☐ Not Applicable ☐

If yes, describe the type of treatment conducted.

_____

_____

_____

6.4 Does your business conduct operations outside the building or store materials outside?

Yes ☐ No ☐ Not Applicable ☐

6.5 Do you have a Storm Water Pollution Prevention Plan (SWPPP)?

Yes ☐ No ☐ Not Applicable ☐

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6.6 Does your business have a General Permit for storm water discharge associated with industrial activity?

Yes ☐ No ☐ Not Applicable ☐

6.7 Does your business operate under a National Pollution Discharge Elimination System (NPDES) Permit?

Yes ☐ No ☐ Not Applicable ☐

6.8 ***Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the premises.***

7. Air Discharges. [1]

7.1 Do you have or intend to have any air filtration systems or stacks that discharge into the air?

Yes ☐ No ☐

7.2 Do you operate or plan to operate any of the following types of equipment, or any other equipment requiring an air emissions permit?

Spray booth	Yes ☐	No ☐
Dip tank	Yes ☐	No ☐
Drying oven	Yes ☐	No ☐
Incinerator	Yes ☐	No ☐
Other (please describe)	Yes ☐	No ☐
Boiler	Yes ☐	No ☐
I/C Engine	Yes ☐	No ☐
Emergency Backup Generator	Yes ☐	No ☐
Processes that apply coatings, inks, adhesives or use solvents	Yes ☐	No ☐

7.3 Do you emit or plan to emit any toxic air contaminates?

Yes ☐ No ☐

7.4 Are air emissions from your operations monitored?

Yes ☐ No ☐

1 NOTE: Businesses will have to comply with prohibitory rules regardless of whether they have or need a permit.

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If yes, indicate the frequency of monitoring and a description of the monitoring results.

_____

_____

7.5 ***Attach copies of any air emissions permits pertaining to your operations on the premises.***

8. Enforcement Actions, Complaints.

8.1 Has your company, within the past five years, ever been subject to any agency inspections, enforcement actions, administrative orders, or consent decrees?

Yes ☐ No ☐

If you received inspections by a Federal, State, County or other local regulator within the last year, please list below (***provide a copy of any inspection notices received for the inspections listed below***):

Agency	Inspection Date	Violations Noted?	Violations Resolved?	Violations Unresolved?

If yes, describe the actions and any continuing compliance obligations imposed as a result of these actions.

_____

_____

8.2 Has your company ever received requests for information, notice or demand letters, or any other inquiries regarding its operations?

Yes ☐ No ☐

8.3 Have there ever been, or are there now pending, any lawsuits against the company regarding any environmental or health and safety concerns?

Yes ☐ No ☐

8.4 Has any environmental audit ever been conducted at your company's current facility?

Yes ☐ No ☐

If yes, discuss the results of the audit.

_____

_____

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8.5 Have there been any problems or complaints from neighbors at the company's current facility?

Yes ☐ No ☐

Please describe:

_____

_____

9.0 Construction and Alterations.

9.1 Facility Alterations:

Facility alterations include the placement, construction, modification or demolition/removal of any improvements or structures on your leased premises.

Have you made any facility alterations within the last year? ☐ Yes ☐ No

Did any of the alterations involve Lead Based Paint? ☐ Yes ☐ No

Describe any alterations planned in the next 12 months:

_____

_____

9.2 Identify the point of contact for obtaining Air Force approval of facility alterations/modifications:

_____

10.0 Historic Property.

10.1 List any historical structures located within the leased premises:

_____

11.0 Restrictions.

11.1 Encroachment Permit:

The Lessee shall not conduct (or permit sublessees or licensees to conduct) any subsurface excavation, digging, drilling or other disturbance of the soil surface unless specifically authorized by the AFRPA. Requests to conduct any of the previously described activities shall be submitted in the form of a completed AFRPA Encroachment Permit.

11.2 Jurisdictional Wetlands:

The Lessee will minimize destruction, loss, or degradation of wetlands found in the leased premises.

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11.3 Endangered Species and Protected Habitat:

The Lessee will consult with the Department of Agriculture, U.S. Fish and Wildlife Service to determine of a mitigation/compensation package for endangered species habitat losses resulting from Lessee's development is required.

12.0 Concerns, Comments and Suggestions.

12.1 Identify any environmental, health, safety or property management concerns, comments, and/or suggestions, which may affect lease compliance (*Use additional pages if necessary):*

_____

_____

_____

The undersigned hereby certifies that all of the information contained in this questionnaire is accurate and correct.

TENANT

_____,

a _____

By: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT D-3

ENVIRONMENTAL INFORMATION

- Covenant to Restrict Use of Property, Recorded in the Official Records of the county on July 19, 2010, at Page 301, Book 20100719. A full copy is available to view at Landlord's office.

- Quitclaim Deed between the United States of America and the County of Sacramento, Recorded in the Official Records of the County on July 15, 2010, at Page 0796, Book 20100715. A full copy is available to view at Landlord's office.

- Quitclaim Deed between the County of Sacramento and MP Holdings, LLC, Recorded in the Official Records of the County on July 15, 2010, at Page 0797, Book 20100715. A full copy is available to view at Landlord's office.

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EXHIBIT D-4

AIR FORCE NOTIFICATION REQUEST

From time to time various environmental proposals, construction projects, and modifications to existing systems will be undertaken by the Environmental Management group at McClellan AFB. These projects may temporarily create disruption in the operation of your business.

To provide adequate notification and to allow your input on these projects, and/or changes, Environmental Management will notify you in advance of new projects or changes.

Please complete the information request form where you would like information sent.

Notification Request Form

Leased Space:_____

Building:_____

Bay:_____

Square Footage:_____

Use:_____

Lease Start Date:_____ Lease End Date:_____

Business Name:_____

Contact Name:_____

Address:_____

Email:_____

Telephone:_____

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EXHIBIT D-5

SEWER USE QUESTIONNAIRE
(McClellan Park)

Sacramento Regional County Sanitation District

As part of its mission to provide environmentally sound and economically responsible sewer service to its customers, the Sacramento Regional County Sanitation District (District) has a program to control the types and amounts of waste discharged to the sewer system. As part of this program the District requires that all businesses complete a Sewer Use Questionnaire. This questionnaire must be completed regardless of whether or not the discharge is connected to the sewer or to a septic system. This will allow us to update our records accurately.

Instructions

- Please, print legibly or type.
- Complete all information that applies to your business
- *Optional* information items are not required but may allow us to waive follow-up information requests and/or inspections.

1a.

Name of Responding Company:	
Mailing Address:	
Contact Person:	Telephone:

1b.

Proposed/Existing Tenant Company Name:	
Identify Street Address, Suite Nos. and Building Nos. of the facility(ies) at McClellan Park: **_____, McClellan, CA 95652**	
Contact Person:	Telephone:

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2. Description of business(es):

(list types of products/services/processes)

3. Identify total square footage of facility (further detail square footage of differing use: *e.g.,* production, warehouse, office space):

4. *Optional* - North American Industry Classification System (NAICS) code number: _____ (formerly SIC code). This entry, either SIC or NAICS, is helpful to us if you have it available.

(If you do not know your NAICS code you may call the Industrial Waste Section at 875-6470 and we can look it up for you.)

5. Number of full-time employees at this location: _____

6. Business hours: _____

7. Excluding rest rooms, lunchroom, and landscape watering, do you use water in any of your business activities? ☐ Yes ☐ No

8. Describe business activities (processes) which generate wastewater at this location:

_____

_____

9. Excluding sanitary wastewater, approximate amount of process wastewater discharged to the sewer per day: _____

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10. List any substances, materials, or chemicals that may be present in your wastewater.

_____ _____

_____ _____

_____ _____

_____ _____

(You may attach additional sheets if necessary.)

_____

11. Do you (or a contractor) discharge or plan to discharge surface cleaning* wastewater to the sewer system at your place of business? ☐ Yes ☐ No

*Surface cleaning is generally defined as any activity which uses powered cleaning equipment and water to remove any substance from outside surfaces. Surface cleaning includes, but is not limited to, transportation related washing (vehicle and lot washing, etc.), structural cleaning (sidewalks, plazas, service stations, buildings, etc.), food related cleaning (restaurant and grocery alleys, kitchen grease fixtures, lunch wagons, etc.).

12. Do you have any of the following? (Circle one)

Sump Oil/sand/water interceptor Grease Trap Grease Interceptor **None**

I certify that the information furnished herein is true and correct to the best of my knowledge. **(Must be signed by operator or manager of the facility.)**

Signature: _____ Date: _____

Name (type or print): _____

Title: _____

Make a copy for your records and send completed questionnaire to:

McClellan Park
3140 Peacekeeper Way
McClellan, CA 95652
Attention: Legal Department

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EXHIBIT E

JANITORIAL SPECIFICATIONS

LOBBY RECEPTION AREA

(a) Clean entry glass door inside and outside (Daily)
(b) Clean all metal surfaces. (Daily)
(c) Spot clean walls. (As needed)
(d) Dust vents. (Once per week)
(e) Empty trash receptacle, replace w/liners. (Daily)
(f) Vacuum mats and all carpeted areas. (Daily)
(g) Dust all pictures on walls. (As needed)
(h) Dust window sills. (As needed)
(i) Sweep and mop floor. (Daily)

OFFICE AREAS AND CONFERENCE ROOMS & CUBICLES

(a) Empty all trash receptacles, replace w/liners. (Daily)
(b) Vacuum and all carpeted areas. (Daily)
(c) Dust all horizontal area. (Daily)
(d) Dust window sills. (Daily)
(e) Dust bottoms of chairs. (2X's per week)
(f) Clean all glass. (Daily)
(g) Clean top of credenzas, file cabinets, desks (papers not to be disturbed. (Daily)
(h) Clean white boards. (Daily)
(i) All blinds will be dusted. (2X's per week)
(j) Dust the tops of cubicles. (Daily)

RESTROOMS

(a) Clean and disinfect wash basins, toilets and urinals. (Daily)
(b) Spot clean and disinfect walls. (Daily)
(c) Clean all mirrors. (Daily)
(d) Replenish all paper and soap products. (Daily)
(e) Sweep and mop floors with disinfectant cleaner. (Daily)
(f) Empty trash receptacles, replace with liners. (Daily)
(g) Disinfect all sinks, counters. (Daily)
(h) Replenish sanitary napkins. (Daily)
(i) Dispose of used sanitary napkins in trash dispensers. (Daily)
(j) Clean and disinfect water fountains. (Daily)

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KITCHEN/COFFEE AREAS

(a) Empty trash receptacles, replace with liners. (Daily)

(b) Sweep and mop floor. (Daily)

(c) Wipe clean counters. (Daily)

(d) Tables and counters will be damped wiped. (Daily)

(e) Sinks will be cometized. (Daily)

(f) Microwaves will be cleaned inside and out. (Daily)

(g) Refrigerators will be cleaned inside once per week on Fridays.

(h) Trash containers will be cleaned outside. (Daily)

STAIRCASE/ELEVATOR

(a) Vacuum stairs. (Daily)

(b) Wipe down railing. (Daily)

(c) Polish chrome in elevator. (Daily)

(d) Vacuum carpet in elevator. (Daily)

SUPPLY CLOSET

(a) Neatly store cleaning supplies and equipment. (Daily)

MAINTENANCE

(a) Report any plumbing or maintenance issues, or unusual circumstances. (As needed)

SECURITY

(a) Lock all doors we find locked. (Daily)

(b) All janitorial employees will be uniformed. (Daily)

(c) Set all alarms. (Daily)

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EXHIBIT F

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EXHIBIT G

RULES AND REGULATIONS

1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. No tenant shall invite to the demised Premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants.

2. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building outside of normal business hours as Landlord may deem to be advisable for the protection of the property. All tenants, their employees, or other persons entering or leaving the Building at any time when it is so locked may be required to sign the Building register when so doing, and the watchman in charge may refuse to admit to the Building while it is so locked Tenant or any of Tenant's employees, or any other person, without a pass previously arranged, or other satisfactory identification showing his right of access to the Building at such time. Landlord assumes no responsibility and shall not be liable for any damage resulting from any error in regard to any such pass or identification, or from the admission of any unauthorized person to the Building.

3. Landlord reserves the right to exclude or expel from the Building or in regard to any such pass or identification, or from the admission of any unauthorized person to the Building, or any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building or in violation of any law, order, ordinance, or governmental regulation.

4. The entries, corridors, stairways and elevators shall not be obstructed by any tenant, or used for any other purpose than ingress or egress to and from its respective offices. Tenant shall not bring into or keep within the Building any animal or vehicle.

5. Freight, furniture, business equipment, merchandise and bulky matter of any description ordinarily shall be delivered to and removed from the demised Premises only in the designated freight elevator and through the service entrances and corridors, but special arrangements will be made for moving large quantities or heavy items of equipment and supplies into or out of the Building.

6. All entrance doors in the demised Premises shall be left locked when the demised Premises are not in use.

7. Tenant shall not attach or permit to be attached additional locks or similar devices to any door, transom or window of the demised Premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant).

8. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

9. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than the business address of the Tenant.

10. The drinking fountains, lavatories, water closets and urinals shall not be used for any purpose other than those for which they were installed.

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11. No awnings or other projections over or around the windows or entrances of the demised Premises shall be installed by any tenant. Tenant shall not change the draperies or the color of induction unit enclosures in any manner which will alter the Building's appearance from the outside of the Building.

12. Rooms or other areas used in common by tenants shall be subject to such regulations.

13. Landlord is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant.

14. Landlord reserves the right by written notice to Tenant, to rescind, alter to waive any rule or regulation at any time prescribed for the Building when, in Landlord's reasonable judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

15. The Tenant shall not exhibit, sell or offer for sale on the demised Premises or in the Building any article or thing except those articles and things essentially connected with the stated use of the demised Premises by the Tenant without the advance consent of the Landlord.

16. The Tenant shall never use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without the Landlord's consent.

17. The Tenant shall cooperate fully with the Landlord to assure the effective operation of the Building's air conditioning system. If Tenant shall so use the demised Premises that noxious or objectionable fumes, vapors and odors exist beyond the extent to which they are discharged or eliminated by means of the flues and other devices contemplated by the various plans, specifications and leases, then Tenant shall provide proper ventilating equipment for the discharge of such excess fumes, vapors and odors so that they shall not enter into the air conditioning system or be discharged into other vents or flues of the Building or annoy any of the tenants of the Building or adjacent properties. The design, location and installation of such equipment shall be subject to Landlord's approval.

18. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators and at such times as the Landlord shall designate. In its use of the loading areas in the basement, the Tenant shall not obstruct or permit the obstruction of said loading area and at no time shall park or allow its officers, agents or employees to park vehicles therein except for loading or unloading.

19. There shall not be used or kept anywhere in the Building by any tenant or persons or firms visiting or transacting business with a tenant any hand trucks, except those equipped with rubber tires and side guards, or other vehicles of any kind.

20. The Tenant shall not contract for any work or service which might involve the employment of labor incompatible with the Building employees or employees of contractors doing work or performing services by or on behalf of the Landlord.

21. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the demised Premises without the prior written consent of the Landlord.

22. No sign, advertisement notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside or inside of the demised Premises or of the Building, without the prior written consent of Landlord. In the event of any violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for Tenant by Landlord at the expense of Tenant, and shall be of a quality, quantity, type, design, color, size, style, composition, material, location and general appearance acceptable to Landlord.

DocuSign Envelope ID: 478DE33C-A34E-40D0-BC8D-AF2EA70FBCE5

23. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels, or other articles be placed on the window sills, or in the public portions of the Building.

24. Tenant shall not mark, paint, drill into or in any way deface any part of the demised Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.

25. No animal or bird of any kind shall be brought into or kept in or about the demised Premises or the Building.

26. Neither Tenant nor any of Tenant's agents, servants, employees, contractors, visitors or licensees shall at any time bring or keep upon the demised Premises any inflammable, combustible or explosive fluid, chemical or substance.

27. No additional locks, bolts or mail slots of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any change be made in existing locks or the mechanism thereof. Tenant must, upon the termination of the tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

28. Landlord shall have the right to prohibit any advertising referring to the Building which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a first-class building for offices, and upon notice from Landlord, Tenant shall refrain from or discontinue such advertising.

29. Tenant's contractors shall, while in the Building or elsewhere in the complex of which the Building forms a part, be subject to and under the control and direction of the Superintendent of the Building (but not as agent or servant of said Superintendent or of Landlord).

30. If the demised Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the demised Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith at Tenant's expense cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

31. The requirements of Tenant will be attended to only upon application at the office of the Building. Building personnel shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

32. Excepting bottled water utilized by Tenant, no water cooler, air conditioning unit or system or other apparatus shall be installed or used by Tenant without the written consent of Landlord.

33. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate visibly marked (at all times properly operational) fire extinguisher next to any duplicating or photocopying machine or similar heat producing equipment, which may or may not contain combustible material, in the demised Premises.

34. Tenant shall not use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the demised Premises, nor shall Tenant use any picture of the Building in its advertising, stationery or in any other manner without the prior written permission of Landlord. Landlord expressly reserves the right at any time to change said name without in any manner being liable to Tenant therefor.

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent time: 02/20/2026 01:15:44 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png HCCTS Facility Lease Agreement Response 11.20.25.pdf

---------- Forwarded message ---------
[redacted]

[redacted]

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 6:08 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

Hello Shari,

Attached below is the HCCTS Facility Lease Agreement response list that you requested. It includes a comprehensive list of the leases, MOUs, and additional notes that may be useful for you and your team as you are reviewing the attachments.
Please let me know if you have any questions.

Thank you,
Melissa

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652
>
> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

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Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

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HCCTS Facility Lease Agreement Response 11.20.25.pdf

	Location	Lease Provided to TRUSD	MOU Provided	Notes
1	33rd St. | 2520 33rd St, Sacramento, CA 95817	☑	☐	
2	37th Ave. | 3301 37th Avenue, Sacramento, CA 95824	☑	☐	
3	Center Pkwy. | 7839 Center Parkway, Sacramento, CA 95823	☑	☐	The correct address is 7833 Center Pkwy
4	College Oak Dr. | 4545 College Oak Drive, Sacramento, CA 958	☑	☐	
5	Folsom Blvd. | 10013 Folsom Blvd, Sacramento, CA 95827	☑	☐	
6	Franklin Blvd. | 5961 Franklin Blvd, Sacramento, CA 95824	☑	☐	
7	Hillsdale Blvd. | 5655 Hillsdale Blvd, Sacramento, CA 95842	☑	☐	
8	Howe Ave. | 1111 Howe Avenue, Sacramento, CA 95825	☑	☐	
9	Hurley Way | 3205 Hurley Way, Sacramento, CA 95864	☑	☐	
10	3727 Marconi Ave, Sacramento, CA 95821	☑	☐	
11	7817 Old Auburn Road, Citrus Heights, CA 95610	☑	☐	
12	800 Todhunter Avenue, West Sacramento, CA 95605	☑	☐	
13	901 Arden Way, Sacramento, CA 95815	☑	☐	
14	Florin Rd. 3801 Florin Road, Suite 107, Sacramento, CA 95823	☑	☐	
15	Boxwood St. 2260 Boxwood Street, Sacramento, CA 95815	☑	☐	
16	8180 Industrial Parkway, Sacramento CA 95824	☑	☐	
17	5537 Hemlock Street, Sacramento CA 95841	☑	☐	
18	2300 Edison Ave, Sacramento CA	☑	☐	

HCCTS Facility Lease Agreement Response 11.20.25.pdf

19	12th Street, 701 12th Street, Suite 203, Sacramento CA	☑	☐	
20	7720 24th Street, Sacramento, CA 95832	☑	☐	
21	6853 65th Street, Sacramento, CA 95828	☑	☐	
22	406 9th Avenue, San Diego, CA 92101	☑	☐	
23	10121 Westminster Ave., Garden Grove, CA	☑	☐	
24	3600 American River Dr., Sacramento, CA	☑	☐	
25	6270 Elder Creek Road, Sacramento, CA 95824	☑	☐	
26	5750 Sunrise Blvd., #100 Citrus Heights, CA 95610	☑	☐	
27	1215 Howe Ave., Sacramento, CA 95834	☐	☑	Asher College- CTE partnership, we did not have a lease here, will send the MOU
28	4441 Auburn Blvd, Suites H, M, and J Sacramento, CA 95841	☑	☐	
29	7171 Bowling Dr., #1120, Sacramento CA 95823	☑	☐	
30	8211 Bruceville Rd, #115 and #125 Sacramento, CA 95823	☑	☐	
31	715 C Street, Marysville, CA 95901	☑	☐	
32	555 Capitol Mall, Sacramento, CA 95814	☑	☐	1275 sublease included
33	7839 Center Parkway, Sacramento, CA 95823	☐	☐	Already provided at the top, site listed twice
34	229 Clark Avenue, Yuba City, CA 95991	☑	☐	
35	4813 El Camino Ave., Suites A and B, Carmichael, CA 95608	☑	☐	
36	14361 Euclid Street, Garden Grove, CA 92843	☑	☐	
37	6110 Fair Oaks Blvd., Unit A, Carmichael CA 95608	☑	☐	

HCCTS Facility Lease Agreement Response 11.20.25.pdf

38	2310 Fair Oaks Blvd, Sacramento, CA 95825	☑	☐	Suites C and C2 & D two different leasese
39	Federico, 1515 Sports Drive, Sacramento, CA 95834	☐	☑	This was a CTE partner site for hair and beauty- no lease available, send MOU
40	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	☑	☐	
41	10017 Folsom Blvd, Sacramento, CA 95827	☑	☐	
42	1333 Grand Avenue, Sacramento, CA 95838	☑	☐	
43	431 Hayes Avenue, Sacramento, CA 95838	☑	☐	
44	5537 Hemlock Street, Sacramento, CA 95841	☑	☐	Duplicate- Hemlock is listed on this list twice
45	9880 Jackson Road, Sacramento, CA 95827	☑	☐	
46	Oakland, 2325 East 12th St., Oakland, CA 94601	☑	☐	
47	Oakland 2, 8480Edes Ave., Oakland, CA 94621	☑	☐	
48	1050 Fulton Ave., #110 & #150 Sacramento CA 95825	☑	☐	Two different lease agreements, both sent
49	1100 Fulton Avenue, #F, Sacramento, CA 95825	☑	☐	1120 Fulton Ave is the lease address
50	1100 Las Palmas Avenue, Sacramento, CA 95815	☑	☐	1100 Las Palmas is the wrong address. The correct address is 2667 Del Paso Blvd located at Calvary Christian, site #50
51	5411 Luce Ave, McClellan, CA 95652	☑	☐	
52	1431 C St., Marysville, CA 95901	☑	☐	
53	3730 Marysville Blvd., Sacramento CA 95838	☑	☐	
54	5950 Florin Rd., Sacramento, CA 95823	☐	☑	CTE Program Mixed Barbering, not executed
55	1326 O Street, Sacramento CA 95814	☑	☐	
56	3144 Palm Street, McClellan Park, CA 95652	☑	☐	

57	3237 Peacekeeper Way, McClellan, CA 95652	☑	☐	Not executed, lease and lease termination are seprate documents
58	4350 Raley Blvd, Sacramento, CA 95838	☑	☐	
59	8401 Jackson Road, Sacramento, CA 95826	☑	☐	Address is 8411 Jackson Road
60	1964 Rumrill Blvd, San Pablo, CA 94806	☑	☐	
61	730 S Street, Sacramento, CA 95811	☑	☐	
62	1041 Lyon Ave, South Lake Tahoe, CA 96150	☑	☐	
63	30 Seavey Circle, Sacramento, CA 95818	☐	☐	SHRA- Unofficial partnership, no lease, we never paid or had a lease for this, no MOU on file
64	560 South A Street, Oxnard, CA 93030	☑	☐	
65	4330 Watt Ave., Sacramento, CA	☐	☑	Former CTE partner site- Gurnick, no lease, providing MOU
66	328 West Third Street, Oxnard, CA 93030	☑	☐	

image003.png

image002.png



image004.png



image001.jpg



image005.png

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent time: 02/20/2026 01:14:37 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 072 - 4441 Auburn Blvd Suites H, J, & M.pdf 073 - 3727 Marconi Ave.pdf 074 - 406 9th Ave Suite 310 (Inactive 11.15.25).pdf 075 - 701 12th St Suite 203 (Inactive 06.28.24).pdf 077 - 3730 Marysville Blvd (Inactive 08.15.25).pdf 078 - 6110 Fair Oaks Blvd #A, #B & #C (Inactive 11.30.24).pdf 079 - 7833 Center Parkway.pdf 080 - 1326 O Street (Inactive 09.12.25).pdf

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---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:45 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
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> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
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> Thank you.
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> *Shari Warta*
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>
> Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment
a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

5/24/2024

Via Electronic Mail

Capitol Compliance Management
Jimmy Crabbe, CEO
701 12th Street
Sacramento, California 95814

Subject: **Thirty (30) Day Notice**

Mr. Crabbe,

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on March 27, 2023. Pursuant to Section 19 of the MOU, we regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Friday, June 28, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916.839.6982 or via email at mayra.valdivia@hccts.org.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Thank you,

Mayra Valdivia,
Acting Executive Director
Highlands Community Charter & Technical Schools

1333 GRAND AVENUE • SACRAMENTO, CA 95838
916.844.2283 • WWW.HCCTS.ORG

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Capitol Compliance Management

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
701 12th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Sacramento, CA 95814

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 2 - 1 1 0 8 8 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 12-2-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

075 - 701 12th St Suite 203 (Inactive 06.28.24).pdf

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
CAPITOL COMPLIANCE MANAGEMENT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of March, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Capitol Compliance Management, a California for profit organization, organized and existing under the laws of the State of California (hereinafter "CCM").

I. RECITALS

WHEREAS, CCM leases that real property commonly known as 701 12th Street, Sacramento, California 95814, an approximate 15,667 square foot office building ("Premises"). HIGHLANDS desires to sublease from CCM, and CCM desires to sublease to HIGHLANDS, suite 203, an approximate 3,300 square foot office suite (the "Site"). CCM warrants it is acting within authority to sublease said Site.

WHEREAS, HIGHLANDS and CCM desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of CCM Site during the 2022-23 and 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and CCM hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and CCM agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

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C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and CCM while attending classes at the Site.

2. Use of the Site.

CCM hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all CCM policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

A. CCM will facilitate off-site parking, subject to additional fees, at HIGHLANDS' sole expense. Term. HIGHLANDS' use of the Site shall be for the 2022-23 and 2023-24 school years commencing on March 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with CCM shared use of the Site, if any. CCM shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to CCM. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and CCM equipment thereon, shall revert to CCM.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide CCM with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from CCM, if available. Upon completion of equipment conducted by CCM, HIGHLANDS agrees to maintain an inventory to

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account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and CCM agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) CCM shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

CCM agrees to provide space to HIGHLANDS as described in section 2 at a charge of $6,600 per month for 3,300 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

HIGHLANDS agrees to pay $390 per month during the period of March 1, 2023 through December 31, 2023 for a "proportional share" of property taxes.

HIGHLANDS shall pay CCM a one-time fee of ten thousand dollars ($10,000.00) in exchange for CCM providing certain furniture, desks, white boards, audio visual related equipment and signage thereafter owned by HIGHLANDS.

4. Financial/Recordkeeping Obligations.

HIGHLANDS will reimburse the cost of janitorial at $1,000, security at $1,500, instructional services at $7,000 provided by appropriately credentialed career technical education teacher, administrative oversight at $1,000 and the cost of a liaison at $2,000 on a monthly basis. Additional expenses may apply, subject to the mutual agreement of the parties.

CCM shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

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5. Intellectual Property ("IP") Rights.

(a) CCM Deliverables. CCM shall own all right, title, and interest in and to all information and materials created or provided by or on behalf of HIGHLANDS within the scope of the curricula delivered at the Site including, but not limited to, all creative content, computer code, methodologies and other information and/or materials created by or under the direction of CCM, despite its incorporation in or use with such curricula.

(b) HIGHLANDS Property. Notwithstanding subsection (a) above, all creative content, computer code, methodologies and other information and/or materials created by HIGHLANDS prior to or fully outside the scope of this MOU shall remain the sole and exclusive property of HIGHLANDS, despite its incorporation in or use with such curricula.

6. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.

Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing and training is in place. HIGHLANDS will participate in the evaluation and ongoing training process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

7. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of CCM. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires CCM to perform emergency or major maintenance and repairs, HIGHLANDS shall notify CCM directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health

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hazard, or prevent significant damage to CCM property. CCM reserves the right to implement a process for submission of maintenance /repair requests.

8. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without CCM prior written consent. CCM approval of any improvements, including the work schedule, work hours, and modifications, shall be at CCM's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with CCM construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. CCM or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and CCM may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event CCM requires the cessation of work, CCM and HIGHLANDS will immediately meet to address CCM concerns. No construction or installation will resume until CCM concerns are adequately addressed.

9. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than March 1, 2023.

10. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the Site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

Hours of operation shall be 9 a.m. to 5 p.m., pacific standard time, unless otherwise mutually agreed to, in writing.

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11. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. CCM shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of CCM and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, CCM reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

12. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by CCM, and shall remain in procession of CCM at all times.

13. Surrender of Premises.

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Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to CCM in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

14. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate ("Insurance"). Proof of Insurance shall be provided to CCM within thirty (30) days of the Effective Date. HIGHLANDS shall procure and maintain insurance for their personal property.

HIGHLANDS shall not be liable in the event of damage to any property or any injury to any person in or about the Premises incurred by or arising from CCM's negligence or willful misconduct to maintain the Premises in good condition.

15. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, CCM shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the CCM use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by CCM, in or about the site; CCM obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses,

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liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of CCM, HIGHLANDS, shall indemnify, hold harmless, and defend CCM, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against CCM, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, CCM from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend CCM and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

16. Placement of Signs.

Subject to prior written approval, HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

17. Marketing.

Subject to prior written approval, respectively, HIGHLANDS and CCM will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and CCM

18. Access to Inspection.

HIGHLANDS shall permit CCM, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit CCM to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of

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emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting CCM oversight obligations. CCM shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

19. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

20. Taxes.

CCM shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of CCM located at the site or used by HIGHLANDS.

21. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

CCM: Capitol Compliance Management
Attn: Jimmy Crabbe, CEO
701 12th Street
Sacramento, California 95814

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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22. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

23. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

24. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

25. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

26. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, affiliates, successors, and assigns.

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28. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

33. Dispute Resolution.

In the event of any dispute between HIGHLANDS and CCM regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the CCM's CEO and HIGHLANDS' Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator; venue in

the County of Sacramento. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. The Parties may thereafter exercise any right or remedy at law or in equity; venue in the County of Sacramento.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 3.27.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 3/27/23

Jimmy Crabbe, CEO
Capitol Compliance Management

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ADDENDUM TO LEASE

Date: February 8, 2023
By and Between
Lessor: Dennis F. Erardi
Lessee: Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation
Property Address: 3727 Marconi Ave, Sacramento, CA 95821
(street address, city, state, zip)

Paragraph: 51-58

51. Property Tax Deduction: should Lessee be able to take advantage of property tax reductions, exemptions, etc., the savings shall be shared equally between the parties – in such case, Lessee's base rent shall be initially reduced by approximately $387.00 per month. Such amount is calculated based on 1.0% of the property's assessed value divided by 12 months, then multiplied by 50%.

52. Improvements: Lessor shall contribute up to $25,000 towards Lessee's desired improvements, including paint, carpet, and demolition as referenced in the floor plan attached. Lessee shall perform the work subject to Lessor's reasonable review and approval. Additional cost required over this amount, if any, shall be paid by Lessee. At Lessor's discretion, Lessor may contribute the $25,000 in cash or as an offset/credit to Lessee's rent due in the first calendar year. Any such offset shall not reduce brokers commission calculated on the 60 month lease term.

53. Hours of operation: Lessee's standard hours of operation are 8am to 9pm, M-F, national holidays excepted.

54. Lessee's and Lessor's obligations: Notwithstanding anything contained in the lease, Lessor shall be responsible for the roof, foundation, bearing walls, electrical, plumbing, HVAC repair and replacement, exterior paint, parking lot, landscape and exterior ADA. Lessee shall have no obligation to reimburse Lessor for any increased costs of Lessor's obligations for the initial term of the lease. Lessee shall be responsible for gas, electricity, water, sewer, garbage, telephone, lighting, internet, alarm, janitorial, service contracts (associated with Lessee's business), windows and general Interior repairs/maintenance. Lessor shall procure and maintain an HVAC service contract and Lessee shall reimburse Lessor for such cost.

55. Rent Schedule: – BEGINS 05.01.23

Months 0-12	$12,960.00 per month
Months 13-24	$13,348.80 per month
Months 25-36	$13,749.26 per month
Months 37-48	$14,161.74 per month
Months 49-60	$14,586.59 per month

56. Signage: Lessee at its sole cost and expense, shall be permitted to install exterior signage with prior municipal and Landlord approval.

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57. Parking: Lessee shall have full access to the entire parking plot for use by its students, employees, and vendors.

58. Option to Renew: Provided Lessee is not in default of its Lease, Lessor shall grant Lessee one(1) five (5) year renewal option with Monthly Base Rent to continue increasing at the same rate of three percent (3.0%) upon each anniversary of Lease Commencement. Lessee must exercise such option to renew by providing Lessor not less than six (6) months prior written notice of Lease Expiration.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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STANDARD OFFICE LEASE
FLOOR PLAN

Property Address: 3727 Marconi Ave, Sacramento, CA 95821

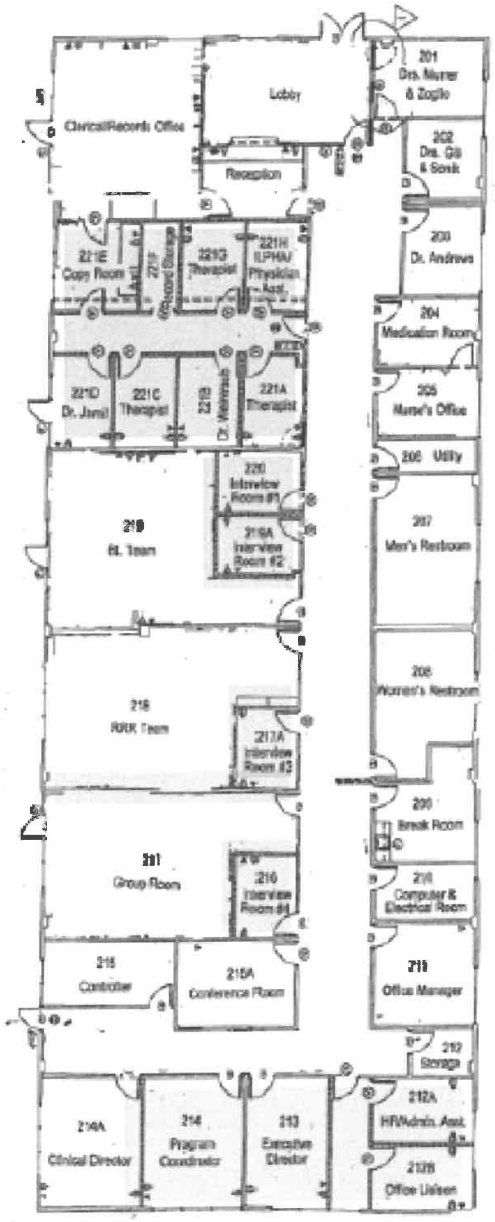

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RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Date: February 8, 2023
By and Between
Lessor: Dennis F. Erardi
Lessee: Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation
Property Address: 3727 Marconi Ave, Sacramento, CA 95821
(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays., ~~and on other days between the hours of _____ P.M. and _____ A.M. of the following day.~~ If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

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8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only February 8,2023, is made by and between Dennis F. Erardi ("**Lessor**") and Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 3727 Marconi Ave, Sacramento, CA 95821 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the property and, if applicable, the "**Project**," if the property is located within a Project): 269-0060-028, a single-story building of approximately 9,600 square feet. (See also Paragraph 2)

1.3 **Term:** 5 (five) years and zero months ("**Original Term**") commencing May 1, 2023 ("**Commencement Date**") and ending April 30, 2028 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $12,960.00 per month ("**Base Rent**"), payable on the first day of each month commencing May 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 54.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $12,960.00 for the period 05/01/2023 - 05/31/2023.

(b) **Security Deposit:** $15,474.92 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** _____ for the period _____.

(d) **Other:** _____ for _____.

(e) **Total Due Upon Execution of this Lease:** $28,434.92.

1.7 **Agreed Use:** General office, administration, and educational uses pertaining to a charter school for adults. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Jones Lang LaSalle Brokerage License No. 01856260 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Clyde Rawlings License No. 00986815 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Jacks Commercial Real Estate, Inc. License No. 02088254 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Brian Jacks License No. 01217349 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of per separate agreement or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 58;

☑ a plot plan depicting the Premises;

☑ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ other (specify): _____.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms,

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covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, ~~so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date~~, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall ~~be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense.~~ remain in effect for the term of the lease and option to renew. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or

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partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. ~~If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date.~~ Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises. ~~and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee.~~ If possession is not delivered within ~~60~~ 10 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within ~~10~~ 5 days after the end of such ~~60~~ 10 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said ~~10~~ 5 day period, Lessee's right to cancel shall terminate. ~~If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.~~

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees**. In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation,

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possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the

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then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.** See Addendum.

~~(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.~~

~~(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.~~

~~(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.~~

~~(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.~~

~~7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.~~

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of

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the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than ~~$1,000,000~~ $2,000,000 per occurrence with an annual aggregate of not less than ~~$2,000,000~~. $4,000,000 Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done

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anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in

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which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** See Addendum. ~~In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.~~

~~10.3 **Joint Assessment.** If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.~~

10.4 **Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

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11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within

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any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions,"** shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease

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and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor

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to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by

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agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings

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as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

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40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

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LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: Feb 22, 2023

By LESSOR:
Dennis F. Erardi

By: Dennis F. Erardi
Name Printed: Dennis F. Erardi
Title: Owner
Phone: _____
Fax: _____
Email: denniserardi@aol.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: PO Box 691000, Stockton CA 95269-1000
Federal ID No.: _____

Executed at: _____
On: Feb 22, 2023

By LESSEE:
Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation

By: Murdock Smith
Name Printed: Murdock Smith
Title: CEO/Executive Director
Phone: _____
Fax: _____
Email: murdock.smith@hccts.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 1333 Grand Ave, Sacramento CA 95838
Federal ID No.: _____

BROKER
Jones Lang LaSalle Brokerage

Attn: Clyde Rawlings
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: 01856260
Agent DRE License #: 00986815

BROKER
Jacks Commercial Real Estate, Inc.

Attn: Brian Jacks
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: 02088254
Agent DRE License #: 01217349

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
MACK ROAD PARTNERSHIP

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and [Mack Road Partnership Name] (hereinafter "Mack Road Partnership") (HIGHLANDS and Mack Road Partnership being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, Mack Road Partnership is the owner of a certain real property located at 7833 Center Parkway, Sacramento, CA 95823 (the "Site" or "Premises");

WHEREAS, Mack Road Partnership is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and Mack Road Partnership desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of Mack Road Partnership'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Mack Road Partnership hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 7,004 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, it at all, by written notice ("**Option**

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Notice") delivered by HIGHLANDS to Mack Road Partnership not less than three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Mack Road Partnership'S shared use of the Site, if any. Mack Road Partnership'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to Mack Road Partnership. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and Mack Road Partnership equipment thereon, shall revert to Mack Road Partnership.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Mack Road Partnership with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Mack Road Partnership, if available. Mack Road Partnership agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with Mack Road Partnership further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and Mack Road Partnership agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code,

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compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) Mack Road Partnership shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

Mack Road Partnership agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.53 per square foot ($10,716.12 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 7,004 square feet.

HIGHLANDS agrees to pay $650.00 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

3. Maintenance and Operations.

A. Mack Road Partnership Obligations. Mack Road Partnership shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. Mack Road Partnership'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Mack Road Partnership to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Mack Road Partnership directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or

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hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Mack Road Partnership'S property. Mack Road Partnership reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage

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in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Mack Road Partnership and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Mack Road Partnership or HIGHLANDS to any liability therefor. In addition, Mack Road Partnership may condition its consent to any Reportable Use upon receiving such additional assurances as Mack Road Partnership reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform Mack Road Partnership. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Mack Road Partnership, HIGHLANDS shall immediately give written notice of such fact to Mack Road Partnership, and provide Mack Road Partnership with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally

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ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold Mack Road Partnership and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. Mack Road Partnership Indemnification. Mack Road Partnership shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of Mack Road Partnership. No termination, cancellation or release agreement entered into by Mack Road Partnership and HIGHLANDS shall release Mack Road Partnership from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify Mack Road Partnership and Mack Road Partnership shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other

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than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to Mack Road Partnership if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Mack Road Partnership'S prior written consent. Mack Road Partnership approval of any improvements, including the work schedule, work hours, and modifications, shall be at Mack Road Partnership'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Mack Road Partnership'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Mack Road Partnership or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and Mack Road Partnership may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Mack Road Partnership requires the cessation of work, Mack Road Partnership and HIGHLANDS will immediately meet to address Mack Road Partnership'S concerns.

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6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. Mack Road Partnership shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of execution of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Mack Road Partnership and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Mack Road Partnership reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

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9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Mack Road Partnership, and shall remain in procession of Mack Road Partnership at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Mack Road Partnership in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. Mack Road Partnership and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, Mack Road Partnership and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Mack Road Partnership or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

Mack Road Partnership'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Mack Road Partnership shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands,

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actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Mack Road Partnership's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Mack Road Partnership, in or about the site; Mack Road Partnership's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Mack Road Partnership, HIGHLANDS, shall indemnify, hold harmless, and defend Mack Road Partnership, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Mack Road Partnership, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Mack Road Partnership from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Mack Road Partnership and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be

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at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. No religious symbols are allowed to be in the classrooms.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of Mack Road Partnership. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of Mack Road Partnership.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit Mack Road Partnership, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Mack Road Partnership to enter upon the site for the purpose of inspecting site to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. Mack Road Partnership shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and Mack Road Partnership shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to Mack Road Partnership, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. Mack Road Partnership shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Mack Road Partnership located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

Mack Road Partnership: Bill Knowlton
Mack Road Partnership

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Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such

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term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

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32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/26/2024

Bill McGuire, Executive Director
Highlands Community Charter School

By: Bill Knowlton Date: 10-15-24

Bill Knowlton, Executive Director
Mack Road Partnership

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of all buildings, on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.

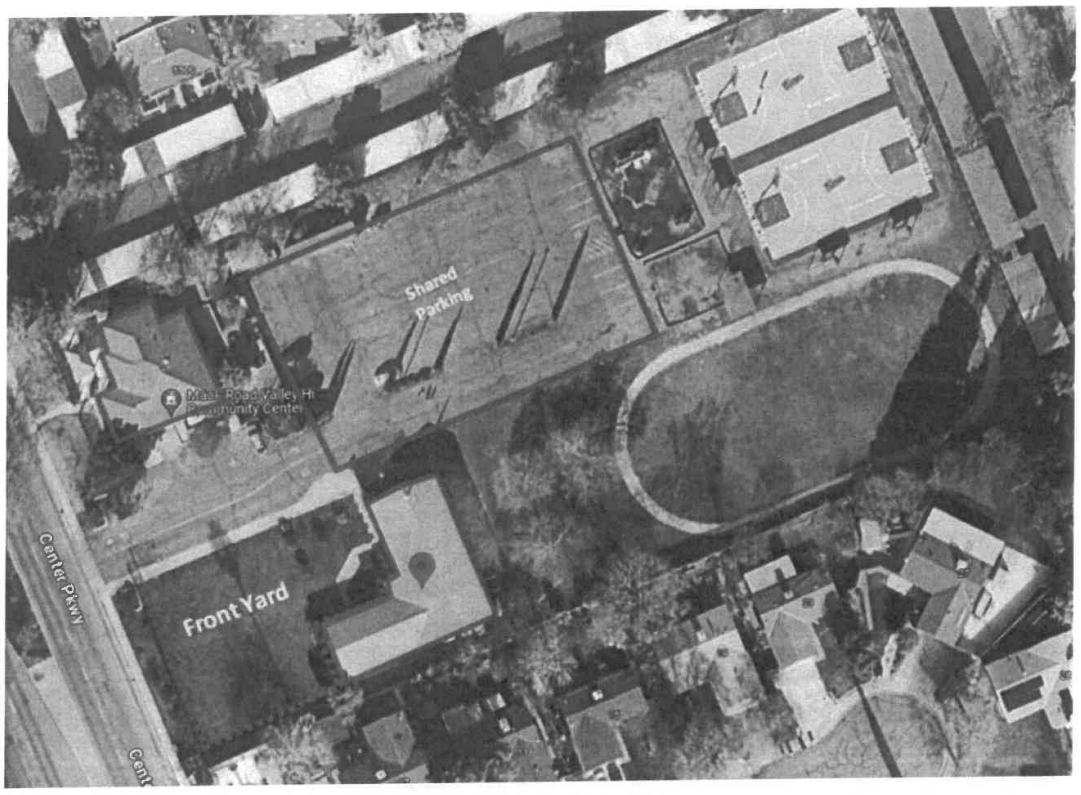

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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Entrance from Center Parkway

Monday through Friday 07:30 AM to 09:00 PM.

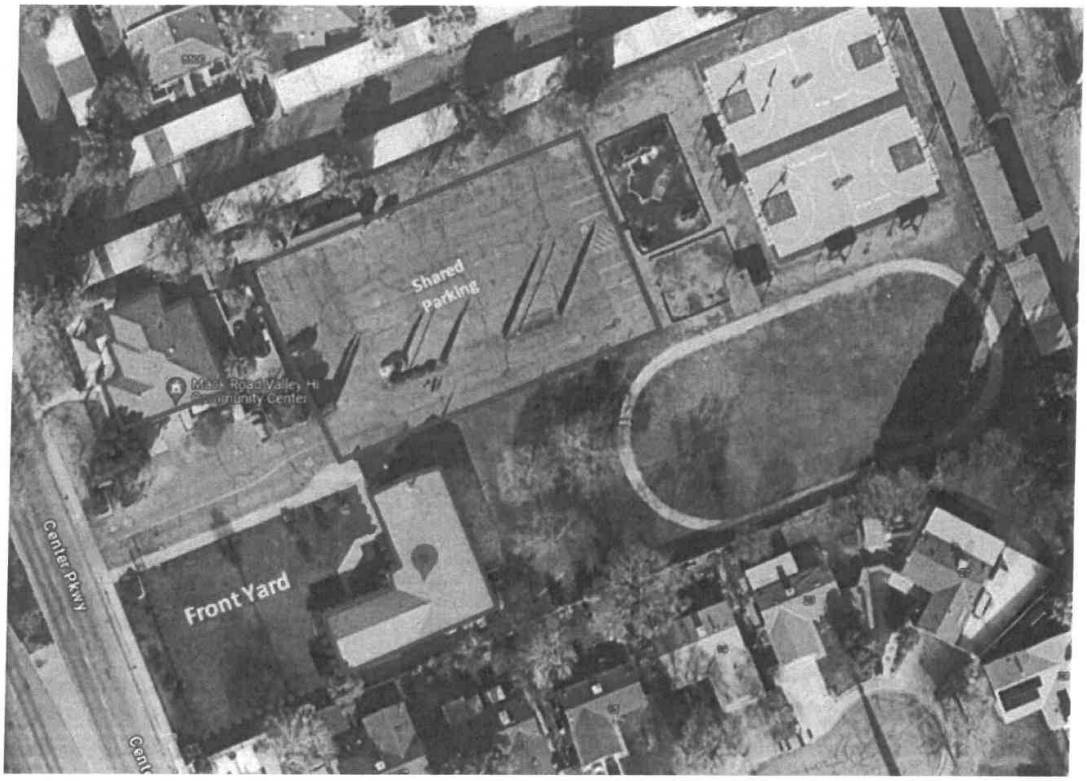

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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Mack Road Partnership'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. Mack Road Partnership shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and Mack Road Partnership shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

Signature: Bill Knowlton
Bill Knowlton (Oct 15, 2024 13:41 PDT)

Email: bill.knowlton@mackroadpartnership.com

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
MACK ROAD PARTNERSHIP

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Mack Road Partnership.

I. RECITALS

WHEREAS, Mack Road Partnership is the owner of a certain real property and its main facilities are located at 7833 Center Parkway, Sacramento, CA 95823 (the "Site").

WHEREAS, HIGHLANDS and Mack Road Partnership desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Mack Road Partnership Site during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Mack Road Partnership hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and Mack Road Partnership agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Mack Road Partnership while attending classes at the Site.

2. Use of the Site.

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Mack Road Partnership hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Mack Road Partnership policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school year commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Mack Road Partnership shared use of the Site, if any. Mack Road Partnership shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Mack Road Partnership. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Mack Road Partnership equipment thereon, shall revert to Mack Road Partnership.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Mack Road Partnership with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Mack Road Partnership, if available. Upon completion of equipment conducted by Mack Road Partnership, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further

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agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Mack Road Partnership agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Mack Road Partnership shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

Mack Road Partnership agrees to provide space to the Tenant as described in section 2 at a charge of $10,440 per month for 7,004 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Mack Road Partnership. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Mack Road Partnership to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Mack Road Partnership directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Mack Road Partnership property. Mack Road Partnership reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Mack Road Partnership prior written consent. Mack Road Partnership approval of any improvements, including

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the work schedule, work hours, and modifications, shall be at Mack Road Partnership's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Mack Road Partnership construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Mack Road Partnership or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and MACK ROAD PARTNERSHIP may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Mack Road Partnership requires the cessation of work, Mack Road Partnership and HIGHLANDS will immediately meet to address Mack Road Partnership concerns. No construction or installation will resume until Mack Road Partnership concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS'

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occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Mack Road Partnership shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Mack Road Partnership and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Mack Road Partnership reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Mack Road Partnership, and shall remain in procession of Mack Road Partnership at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Mack Road Partnership in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the

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site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Mack Road Partnership insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Mack Road Partnership shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Mack Road Partnership use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Mack Road Partnership, in or about the site; Mack Road Partnership obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Mack Road Partnership, HIGHLANDS, shall indemnify, hold harmless, and defend Mack Road Partnership, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is

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actually filed, and/or any judgement rendered against Mack Road Partnership, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Mack Road Partnership from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Mack Road Partnership and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Marketing.

HIGHLANDS and Mack Road Partnership will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Mack Road Partnership

15. Access to Inspection.

HIGHLANDS shall permit Mack Road Partnership, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Mack Road Partnership to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Mack Road Partnership oversight obligations. Mack Road Partnership shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

16. Termination.

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The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

17. Taxes.

Mack Road Partnership shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Mack Road Partnership located at the site or used by HIGHLANDS.

18. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Mack Road Partnership: Bill Knowlton
Mack Road Partnership
75 Quinta Court, Suite D
Sacramento, CA 95823

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

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20. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

21. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

22. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

23. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

25. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

26. Captions.

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The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

27. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

28. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

29. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

30. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Mack Road Partnership regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Mack Road Partnership's Pastor and HIGHLANDS' Executive Director. The Pastor and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Pastor and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: July 7, 2023

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 7/10/2023

Bill Knowlton, Executive Director
Mack Road Partnership

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Termination of Lease

Lessor:	Alan Shera, an Individual	**Subject Property:**	406 9th Avenue, Suite 310, San Diego, CA 92101
Lessee:	Highlands Community Charter and Technical Schools, a California non-profit corporation	**Date:**	November 11, 2025

This Termination of Lease Agreement is made on 15th day of November 2025, between Alan Shera, an Individual ("Lessor") and Highlands Community Charter and Technical Schools, a California non-profit corporation ("Lessee").

WHEREAS, Lessor and Lessee entered into a written Lease, dated February 10, 2023 (the "Lease") for the real property located in the City of San Diego, County of San Diego, California, commonly known as 406 9th Avenue, Suite 310 (the "Premises"); and

WHEREAS, Lessor and Lessee each desires to terminate the Lease as set forth below, with the result that Lessor and Lessee are released and discharged from their respective rights and obligations under the Lease.

NOW THEREFORE, for the mutual promises contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. **Effective Date:**
The effective date of the termination of the Lease shall be November 15, 2025 or mutual execution date, whichever is later ("Effective Date").

2. **Termination Consideration:**
In consideration of the early termination of the Lease, Lessee shall pay to Lessor, upon execution of this Agreement, the sum of $10,913.50.

3. **Termination of Lease:**
Except as set forth below, on the Effective Date, the Lease shall be deemed in all instances and for all purposes to be fully and finally surrendered and terminated, and neither Lessor nor Lessee shall have any rights or obligations thereunder. Notwithstanding the foregoing, Lessor and Lessee shall be responsible for their respective obligations under the Lease which were due and payable prior to the Effective Date.

4. **Representations of Parties:**

   A. On the Effective Date, Lessee shall surrender possession of the Premises to Lessor in accordance with the terms and provisions of the Lease.

   B. Subject to the terms of the Lease regarding Lessor's right to make deductions from or keep the Security Deposit provided for therein, on the Effective Date Lessor shall return to Lessee such Security Deposit in cash or by check.

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C. Each party represents that it has not made any assignment, sublease, transfer, conveyance or other disposition of (i) the Lease, (ii) any interest in the Lease, or (iii) any claim, demand, obligation, liability, action or cause of action rising from the Lease.

5. **Release of Liability:**

A. Subject to the terms hereof, as of the Effective Date Lessor and Lessee each hereby releases and forever discharges the other, and their respective officers, directors, employees, agents, attorneys, successors, and assigns, and each of them, from and against any and all claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever, whether or not known, suspected or claimed, arising from or relating to the Lease.

B. This Agreement is executed pursuant to a compromise and settlement entered into by the parties hereto without any admission of liability to the other, but solely for the purpose of avoiding costly litigation on disputed claims as well as further uncertainty, controversy and legal expense.

C. Each party expressly waives all rights and remedies under Section 1542 of the Civil Code of the State of California which provides as follows:

- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

D. Each party fully understands that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts which it now believes to be true, this Agreement shall be and remain effective notwithstanding such differences in facts.

E. Each party has read and understands this Agreement and the mutual releases contained herein, and they have freely and voluntarily entered into this Agreement upon such advice and counsel as they deem appropriate.

6. **Broker's Fee:**
In consideration of brokerage services performed by Cornish & Carey Commercial, a California corporation doing business as Newmark ("Broker") for Lessor and/or Lessee, Lessee shall pay to Broker, immediately upon execution of this Agreement by both Lessor and Lessee, a Broker's Fee equal to $0.

7. **Miscellaneous:**

A. This Agreement contains the entire Agreement and understanding concerning the subject matter among the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the parties hereto acknowledges that no other party, nor any agent nor attorney of any party, has made any promise, representations,

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Termination of Lease

or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, and acknowledges that he or it has not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.

B. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California, without giving effect to the conflict of law principles thereof. Any dispute between the parties hereto relating to or arising out of this Agreement shall be decided by final and binding arbitration conducted in Palo Alto, California pursuant to the rules and regulations of the American Arbitration Association, as then in effect.

C. If either party commences an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs of suit.

D. This Agreement shall be binding on and inure to the benefit of the parties and their assignees, transferees, personal representatives, heirs or other persons or entities succeeding lawfully and pursuant to the provision of this Agreement to the rights or obligations of either party.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee have executed this Termination of Lease Agreement as of the date first above written.

Lessor: Alan Shera, an Individual

DocuSigned by:
By: Alan Shera
FD254E6284AA406...

Date: 11/14/2025 | 12:56 PM PST

Lessee: Highlands Community Charter and Technical Schools, a California non-profit corporation

Signed by:
By: Jonathan Raymond
19E2F101A4BB453...

Date: 11/13/2025 | 9:58 AM PST

By: _____

Date: _____

NOTICE TO LESSOR AND LESSEE: CORNISH & CAREY COMMERCIAL DBA NEWMARK, IS NOT AUTHORIZED TO GIVE LEGAL OR TAX ADVICE; NOTHING CONTAINED IN THIS AGREEMENT OR ANY DISCUSSIONS BETWEEN NEWMARK AND LESSOR AND/OR LESSEE SHALL BE DEEMED TO BE A REPRESENTATION OR RECOMMENDATION BY NEWMARK, OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR ANY TRANSACTION RELATING HERETO. ALL PARTIES ARE ENCOURAGED TO CONSULT WITH THEIR INDEPENDENT FINANCIAL CONSULTANTS AND/OR ATTORNEYS REGARDING THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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ADDENDUM TO LEASE

Date: February 10, 2023
By and Between
Lessor: Alan Shera, an Individual
Lessee: Highlands Community Charter and Technical Schools, a California non-profit corporation
Property Address: 406 9th Avenue, Suite 310, San Diego, CA 92101
(street address, city, state, zip)

Paragraph: 50-55

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

50. Base Rent Schedule. The Monthly Base Rent shall be $5,000 per month for the first (1st) year and shall increase by three percent (3%) annually. The Lease shall be on a Modified Gross basis. **Tenant shall be responsible for their own in-suite janitorial service to the Premises. Tenant shall be responsible for their separately metered electric costs.** The Base Rent Schedule is as follows:

3% increase

Months 1-12	$5,000.00 + Electricity & Janitorial	March 01, 2023
Months 12-24	$5,150.00 + Electricity & Janitorial	March 01, 2024
Months 24-36	$5,304.50 + Electricity & Janitorial	

51. Maintenance & Utilities. Lessee shall be responsible for paying all utilities and maintenance associated to the Premises.

52. Late Fees. Lessee shall be responsible for paying a ten percent (10%) late fee if rent is not paid by the third (3rd) day of the month.

53. HOA Fees. The Lessor shall be responsible for paying all HOA fees associated to the Premises.

54. Approval. Unit is pending final walk-through approval by Lessee prior to commencement date of Lease.

55. Disclosure. Lessor is a real estate broker. Lessee is representing themselves.

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EXHIBIT A
STANDARD OFFICE LEASE
FLOOR PLAN

Property Address: 406 9th Avenue, Suite 310, San Diego, CA 92101

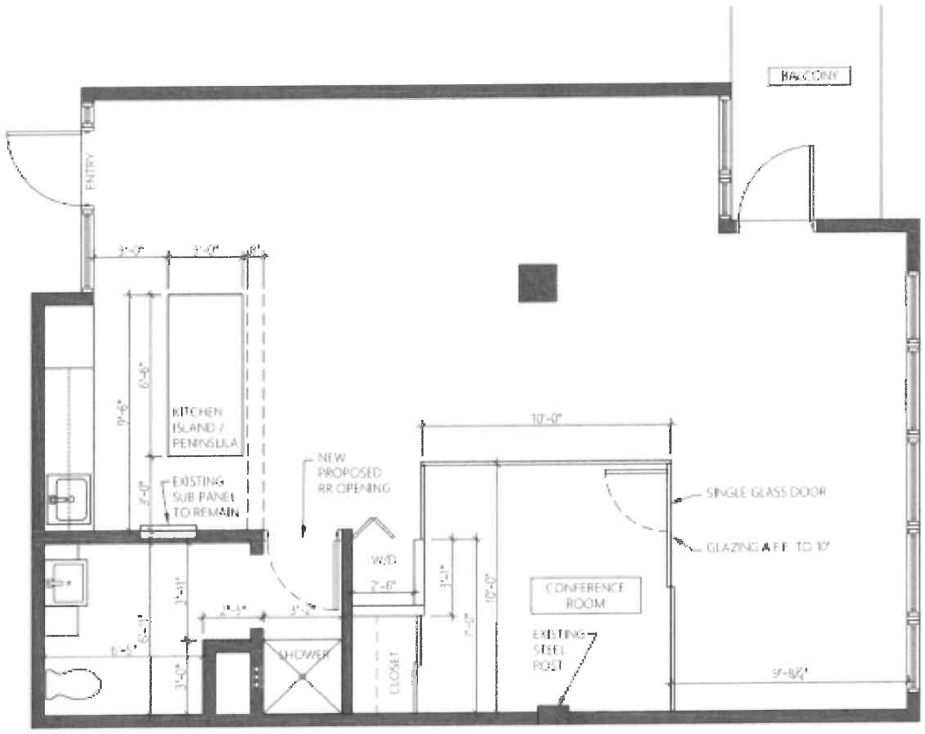

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AIRCRE contracts

EXHIBIT B
DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:
To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.
To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:
To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.
To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.
An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.
In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:
(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.
In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee Alan Shera, an Individual Date: _____

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: _____

Agent: Voit Real Estate Service DRE Lic. #: 01991785
Real Estate Broker (Firm)

By: Ryan King DRE Lic. #: 01885401 Date: _____
(Salesperson or Broker-Associate)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only February 10, 2023, is made by and between Alan Shera, an Individual ("**Lessor**") and Highlands Community Charter and Technical Schools, a California non-profit corporation ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 406 9th Avenue, Suite 310, San Diego, CA 92101 ("**Premises**"). The Premises are located in the County of San Diego, and consist of approximately 1,068 rentable square feet ~~and approximately _____ useable square feet~~. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." ~~The Project consists of approximately _____ rentable square feet~~. (See also Paragraph 2)

~~1.2(b) **Parking:** _____ unreserved and _____ reserved vehicle parking spaces at a monthly cost of _____ per unreserved space and _____ per reserved space. (See Paragraph 2.6)~~

1.3 **Term:** Three (3) years and zero (0) months ("**Original Term**") commencing March 1, 2023 ("**Commencement Date**") and ending February 28, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon full execution of the Lease, receipt of prepaid rent and security deposit, and Lessor acceptable insurance certificate. Lessee shall have early access to the Premises for the purpose of installing furniture, fixtures, and cabling. Lessee shall not be charged rent or fees during this early access period. ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $5,000.00 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing March 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Operating Expense Increase.** _____ percent (_____ %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $5,000.00 for the period March 2023.

(b) **Security Deposit:** $5,000.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Parking:** $0.00 for the period N/A.

(d) **Other:** $0.00 for N/A.

(e) **Total Due Upon Execution of this Lease:** $10,000.00.

1.8 **Agreed Use:** General office / administrative use for a charter and technical school. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2023. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Voit Real Estate Service License No. 01991785 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Ryan King License No. 01885401 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm None License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent None License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, ~~the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers~~.

~~1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)~~

1.12 **Business Hours for the Building:** _____ a.m. to _____ p.m., Mondays through Fridays (except Building Holidays) and _____ a.m. to _____ p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and _____.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☑ Janitorial services
☑ Electricity
☐ Other (specify): _____

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 55;
☑ a plot plan depicting the Premises; Exhibit A
☐ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☑ other (specify): Exhibit B: Disclosure Regarding Real Estate Agency Relationship.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs

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("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other

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terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 1.9.

(b) "**Comparison Year**" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "**Operating Expenses**":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit

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to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the

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then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Insurance Premiums**. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable

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Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is

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commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor**. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee**. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service**. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee**. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions**. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

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12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where

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possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder.

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Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a)

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Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided,

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however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

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47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: 2/15/2023

By LESSOR:
Alan Shera, an Individual

By: DocuSigned by: Alan Shera
Name Printed: Alan Shera
Title: Manager
Phone: (858) 353-9241
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: sherarealty@gmail.com

Address: 261 North Highway 101 #1019
Solana Beach, CA 92075
Federal ID No.: _____

Executed at: _____
On: _____

By LESSEE:
Highlands Community Charter and Technical Schools, a California non-profit corporation

By: DocuSigned by: Murdock Smith, Highlands Community Charter
Name Printed: Murdock Smith
Title: Executive Director
Phone: (916) 844-2283
Fax: _____
Email: murdock.smith@hccts.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 1333 Grand Avenue,
Sacramento, CA 95838
Federal ID No.: _____

BROKER
Voit Real Estate Service

Attn: Ryan King
Title: Senior Vice President

Address: 4180 La Jolla Village Drive #100,
La Jolla, CA 92037
Phone: (858) 458-3322
Fax: (858) 408-3976

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BROKER
None

Attn: None
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Accounts Payable Accounts Payable <ap@hccts.org>

3730 Marysville Blvd- Lease Non-Renewal- 30 Day Notice

1 message

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Jul 15, 2025 at 3:29 PM
To: Merv Brookins <m.brookins@aol.com>
Cc: B2B Mentoring <brother2brothermentoringinc@gmail.com>

Hi,

This email is in reference to the Lease Agreement for 3730 Marysville Blvd, Sacramento, CA 95838 that was executed on June 7, 2023. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is August 15th, 2025.

Best regards,
Marques Reed

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
BROTHER TO BROTHER

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and [Brother to Brother Name] (hereinafter "Brother to Brother") (HIGHLANDS and Brother to Brother being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, Brother to Brother is the owner of a certain real property located at 3730 Marysville Blvd, Sacramento, CA 95838 (the "Site" or "Premises");

WHEREAS, Brother to Brother is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and Brother to Brother desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of Brother to Brother's Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Brother to Brother hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 2,835 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice ("**Option Notice")** delivered by HIGHLANDS to Brother to Brother not less than

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three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Brother to Brother'S shared use of the Site, if any. Brother to Brother'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to Brother to Brother. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and Brother to Brother equipment thereon, shall revert to Brother to Brother.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Brother to Brother with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Brother to Brother, if available. Brother to Brother agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with Brother to Brother further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and Brother to Brother agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) Brother to Brother shall do whatever is

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necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

Brother to Brother agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.45 per square foot ($4,110.75 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 2,835 square feet.

3. Maintenance and Operations.

A. Brother to Brother Obligations. Brother to Brother shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. Brother to Brother'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Brother to Brother to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Brother to Brother directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Brother to Brother'S property. Brother to Brother reserves the right to implement a process for submission of maintenance /repair requests.

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4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Brother to Brother and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a

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Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Brother to Brother or HIGHLANDS to any liability therefor. In addition, Brother to Brother may condition its consent to any Reportable Use upon receiving such additional assurances as Brother to Brother reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform Brother to Brother. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Brother to Brother, HIGHLANDS shall immediately give written notice of such fact to Brother to Brother, and provide Brother to Brother with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the

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Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold Brother to Brother and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. Brother to Brother Indemnification. Brother to Brother shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of Brother to Brother. No termination, cancellation or release agreement entered into by Brother to Brother and HIGHLANDS shall release Brother to Brother from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify Brother to Brother and Brother to Brother shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to Brother to Brother if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined

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in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Brother to Brother'S prior written consent. Brother to Brother approval of any improvements, including the work schedule, work hours, and modifications, shall be at Brother to Brother'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Brother to Brother'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Brother to Brother or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and Brother to Brother may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Brother to Brother requires the cessation of work, Brother to Brother and HIGHLANDS will immediately meet to address Brother to Brother'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system,

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security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. Brother to Brother shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Brother to Brother and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Brother to Brother reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Brother to Brother, and shall remain in procession of Brother to Brother at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site

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and any and all improvements located thereon and deliver up to Brother to Brother in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. Brother to Brother and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, Brother to Brother and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Brother to Brother or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

Brother to Brother'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Brother to Brother shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Brother to Brother's use of the site or from the conduct of its business, including conduct of its board of

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directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Brother to Brother, in or about the site; Brother to Brother's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Brother to Brother, HIGHLANDS, shall indemnify, hold harmless, and defend Brother to Brother, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Brother to Brother, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Brother to Brother from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Brother to Brother and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession,

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whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of Brother to Brother. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of Brother to Brother.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit Brother to Brother, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Brother to Brother to enter upon the site for the purpose of inspecting site, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. Brother to Brother shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or

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non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and Brother to Brother shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to Brother to Brother, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. Brother to Brother shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Brother to Brother located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

Brother to Brother: Mervin Brookins
3730 Marysville Blvd
Sacramento, CA 95838

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

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26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/24/24

Bill McGuire, Executive Director
Highlands Community Charter School

By: Mervin Brookins Date: 10-8-24

Mervin Brookins
Brother to Brother

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of certain buildings, on the following days and times: Monday through Friday 07:30 AM to 09:00 PM



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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Entrance from Center Parkway

Monday through Friday 07:30 AM to 09:00 PM.



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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
BROTHER TO BROTHER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Brother to Brother.

I. RECITALS

WHEREAS, Brother to Brother is the owner of a certain real property and its main facilities are located at 3730 Marysville Blvd., Sacramento, California 95838 (the "Site").

WHEREAS, HIGHLANDS and Brother to Brother desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Brother to Brother Site during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Brother to Brother hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Brother to Brother agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Brother to Brother while attending classes at the Site.

2. Use of the Site.

Brother to Brother hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of

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operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Brother to Brother policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school year commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Brother to Brother shared use of the Site, if any. Brother to Brother shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Brother to Brother. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Brother to Brother equipment thereon, shall revert to Brother to Brother.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Brother to Brother with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Brother to Brother, if available. Upon completion of equipment conducted by Brother to Brother, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

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F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Brother to Brother agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Brother to Brother shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

Brother to Brother agrees to provide space to the Tenant as described in section 2 at a charge of $4,000 per month for 2,835 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

4. Financial/Recordkeeping Obligations.

HIGHLANDS will reimburse the cost of a community liaison at $2,000 a month.

Brother to Brother shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

5. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Brother to Brother. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Brother to Brother to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Brother to Brother directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Brother to Brother property. Brother to Brother reserves the right to implement a process for submission of maintenance /repair requests.

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6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Brother to Brother prior written consent. Brother to Brother approval of any improvements, including the work schedule, work hours, and modifications, shall be at Brother to Brother's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Brother to Brother construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Brother to Brother or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and BROTHER TO BROTHER may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Brother to Brother requires the cessation of work, Brother to Brother and HIGHLANDS will immediately meet to address Brother to Brother concerns. No construction or installation will resume until Brother to Brother concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

9. Condition of Property.

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HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Brother to Brother shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Brother to Brother and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Brother to Brother reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Brother to Brother, and shall remain in procession of Brother to Brother at all times.

11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Brother to Brother in

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substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Brother to Brother insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Brother to Brother shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Brother to Brother use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Brother to Brother, in or about the site; Brother to Brother obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Brother to Brother, HIGHLANDS, shall indemnify, hold harmless, and defend Brother to Brother, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action,

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suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Brother to Brother, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Brother to Brother from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Brother to Brother and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and Brother to Brother will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Brother to Brother

16. Access to Inspection.

HIGHLANDS shall permit Brother to Brother, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Brother to Brother to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Brother to Brother oversight obligations. Brother to Brother shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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17. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

Brother to Brother shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Brother to Brother located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Brother to Brother:
Mervin Brookins
Brother to Brother
3730 Marysville Blvd.
Sacramento, CA 95834

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

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21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions.

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The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Brother to Brother regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Brother to Brother's Pastor and HIGHLANDS' Executive Director. The Pastor and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Pastor and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: June 1, 2023

Murdock Smith, Executive Director
Highlands Community Charter School

By: Mervin Brookins Date: June 7, 2023

Mervin Brookins
Brother to Brother

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ADDENDUM NO. 1 TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS

THIS ADDENDUM NO. 1 To Standard Multi-Tenant Office Lease - Gross (**"Addendum"**), dated for reference purposes only February 17, 2023, is entered into by and between **Noah A. Baygell Revocable Trust, dba Bay West Realty, Lessor"**), and **Highlands Community Charter and Technical Schools. a California domestic nonprofit corporation, ("Lessee")**, for the premises commonly known as 4441 Auburn Blvd, Suites H, J and M, Sacramento, CA 95841 (**"Premises"**).

Recitals

A. Lessor and Lessee have entered into a Standard Multi-Tenant Office Lease - Gross and Addendum dated February 17, 2023 (hereinafter referred to as the **"Lease"**) concerning the Premises described therein as containing a combined approximate ±6,520 square feet.

B. Lessor and Lessee now desire to supplement and amend the Lease and agree to certain other matters as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement of the parties hereto to the terms and conditions set forth below, the parties agree as follows:

Agreement

50. **Lease Commencement.** Lessee shall occupy Suites J & M upon a fully executed lease, monies received and receipt of Certificate of Insurance with Lessor as Named Additional Insured. Suite H, to be available as early as March 1, 2023, but no later than March 15, 2023, and is conditioned upon removal of Ukrainian Relief supplies Tenant. In the event Suite H is not available by March 1, 2023, then Lessor shall adjust the monthly base rent until Suite H is available.

51. **Base Rent.** During the initial term of the Lease the rent shall be as follows:

Month(s)	Rent/Monthly
March 1, 2023 through April 30, 2023	$0.00, rent abated
May 1, 2023 through April 30, 2024	$9,128.00, per month
May 1, 2024 through April 30, 2025	$9,401.84, per month
May 1, 2025 through April 30, 2026	$9,683.90, per month

52. **CAM Charges.** Lessee shall reimburse Lessor for the increased cost of operating expenses over the 2023 base year (excluding real property taxes), subject to five percent (5.0%) annual cap on controllable costs. In the event Lessee and Lessor collaborate to implement a Form 268-A Public School Exemption for reduction of real property taxes attributable to the Premises, then Lessee and Lessor shall share equally in any such savings.

53. **Option to Extend:**
Lessee shall have the option (**"Extension Option"**) to further extend the Term of the Lease for one (1) consecutive period of thirty-six (36) months on the following terms and conditions (**"Extension Term"**).

So long as Lessee is not in default under this Lease, Lessee shall exercise its Extension Option by delivering written notice to Lessor. Notice of exercise shall be given, no fewer than one hundred twenty (120) days, prior to the expiration of the Lease Term. Extension Term shall commence upon the expiration of the then existing term and shall continue for a period of thirty-six (36) months. In no event, however, shall an extension commence if Lessee is then in default under this Lease at the time that the extension would otherwise commence.

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The extension shall be upon all of the terms and conditions of the Lease, except as follows:

(a) To the extent that the Lease provides for any right to abated or rent-free possession, such provisions shall not be applicable to any extension.

(b) Lessee shall not be entitled to any further extensions of the term, except as provided herein. The only extensions available to Lessee are provided for in this Option.

(c) The Base Rent (including annual escalations of the Base Rent) during the first Extension Term shall increase annually by three percent (3%) over the then current rental rate.

54. **Tenant Improvements.** Unless otherwise approved by the property owner, all tenant improvements must be performed by a licensed, insured General Contractor and permitted through the appropriate city agency, subject to applicable local and state codes. Tenant improvements must have property owner final approval before start of improvements and a copy of the final construction drawings must be provided to the property owner.

55. **Signage:**
Lessee, at Lessee's sole cost and expense shall have the right to install building signage and monument signage (facing Auburn Blvd) on the property subject to City and County approvals and Lessor's prior approval, which shall not be unreasonably withheld.

56. **Broker Commission.** TRI Commercial Real Estate Services, Inc., represents Lessor and Lessor shall pay a commission fee as per a separate agreement. Lessor to pay a leasing commission to Jacks Commercial Real Estate, Inc., ("Lessee's Broker") a $10,000 procuring broker fee payable upon mutual lease execution. In addition, Lessor to pay Jacks Commercial Real Estate, Inc. an additional $5,000 commission if Lessee later exercises it's 3-year renewal option, subject to Lessee not being in default & no renewal terms are added or changed.

57. **Conflict Resolution:**
Should conflict between the terms of this Addendum and Lease arise, the terms of this Addendum shall prevail.

All other terms and conditions shall remain in full force and effect.

This Agreement has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the real estate Broker(s) or their agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction involved herein.

(Signatures intentionally on the following page.)

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IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the day and year hereinabove set forth.

LESSOR: Noah A. Baygell Revocable Trust, dba Bay west Realty

DocuSigned by:
By: Noah A. Baygell
Noah A. Baygell, dba Bay west Realty
Trustee

Date: 2/22/2023 | 2:34 PM PST

LESSEE: Highlands Community Charter and Technical Schools. a California domestic nonprofit corporation

DocuSigned by:
By: Murdock Smith
Murdock Smith

Date: 2/22/2023 | 2:12 PM PST

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EXHIBIT A

(Subject Premises)



ORANGE GROVE PLAZA PARTIAL SITE PLAN
4441 AUBURN BLVD. SACRAMENTO, CALIFORNIA 95841

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AIRCRE contracts

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the

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real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee DocuSigned by: Noah A. Baygel F19E988DDD53434... Date: 2/22/2023 | 2:34 PM PST

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: ____

Agent: TRI Commercial Real Estate Services, Inc. DRE Lic. #: 00532032
Real Estate Broker (Firm)

By Mike Sotelo: DocuSigned by: Mike Sotelo E9DE8353A87C4CA... DRE Lic. #: 01809363 Date: 2/22/2023 | 3:37 PM PST
(Salesperson or Broker Associate)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or

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coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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As real estate agents, we strive to provide the highest level of professional service. We can offer valuable advice regarding the marketing of properties for sale or lease and the negotiation of successful transactions. There are, however aspects of a real estate transaction that require expertise not within the scope of our education and training. In order to fully protect your interests, we want you to know these important areas where the input of other professionals may be required.

Property Inspections by Buyers & Tenants. Buyers & tenants should have the Property inspected by experts of their choice to ensure that they are fully aware of the condition of the Property and to confirm that the Property is suitable for their intended use. Real estate agents are not qualified to provide advice on matters such as construction, design, engineering, soils, hazardous materials, energy usage or ADA compliance. Buyers & tenants also should determine, together with their legal counsel and other experts, whether any local laws or regulations (including those regarding zoning, permits, etc.) affect the intended use of the Property, as real estate agents are not qualified to evaluate such issues. Information regarding the Property has been obtained from third party sources believed to be reliable, but has not been independently verified by the real estate agents.

Hazardous Materials. Buyers & tenants should conduct appropriate inspections to determine whether any toxic or hazardous materials (e.g., asbestos, PCB transformers, hydrocarbons, mold or lead-based paint) are present on, underneath or adjacent to the Property. Real estate agents have no expertise in the detection or treatment of such materials. Sellers and landlords must disclose any information they may have regarding the presence of hazardous materials on or about the Property.

Americans with Disabilities Act (ADA). The ADA and similar state and local laws may require modifications to the Property in order to make it accessible to persons with disabilities. The parties should consult their respective attorneys and design professionals for information regarding these matters and how best to protect their interests.

Legal & Tax Consequences. Real estate transactions involve a variety of issues with legal and tax ramifications. Leases and purchase & sale agreements contain numerous provisions having potentially serious legal consequences. The parties are encouraged to consult with their own attorneys and financial professionals regarding such matters. Real estate agents are not qualified to provide legal or tax advice.

Wire Fraud Avoidance. Incidents have been reported where hackers intercept emails between buyers, sellers, escrow officers and/or real estate agents and substitute fraudulent wiring instructions. Never wire funds before calling escrow to confirm instructions. Use only a phone number previously provided in a separate communication, not a number included in the same message as wiring instructions. Confirmation and any questions should be communicated by phone, not reply email.

DocuSigned by:
By: Noah A. Baygel Date: 2/22/2023 | 2:34 PM PST
F19E988DDD53434...

Name Printed: Noah A. Baygel

By: _____ Date: _____

Name Printed: _____

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STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only February 17, 2023, is made by and between Noah A. Baygell Revocable Trust, dba Bay West Realty ("**Lessor**") and Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 4441 Auburn Blvd, Suites H/J/M, Sacramento 95841 ("**Premises**"). The Premises are located in the County of Sacramento, and consist of approximately ±6,520 rentable square feet ~~and approximately ____ useable square feet~~. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately ±18,698 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** prorata share of unreserved ~~and ____ reserved~~ vehicle parking spaces at a monthly cost of $0 per unreserved space and $0 per reserved space. (See Paragraph 2.6)

1.3 **Term:** three (3) years and two (2) months ("**Original Term**") commencing March 1, 2023 ("**Commencement Date**") and ending April 30, 2026 ("**Expiration Date**"). (See also Paragraph 3 and Paragraph 50)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing see Paragraph 50 ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $9,128.00 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing May 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Lessee's Share of Operating Expense Increase.** Thirty-Four and 87/100ths percent (34.87 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $9,128.00 for the period May 1, 2023 through May 31, 2023.

(b) **Security Deposit:** $9,683.90 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Parking:** $0 for the period N/A.

(d) **Other:** $0 for N/A.

(e) **Total Due Upon Execution of this Lease:** $18,811.90.

1.8 **Agreed Use:** General office, administration and educational germane to an adult charter school non-injurious to the Premises. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2023. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm TRI Commercial Real Estate Services Inc. License No. 00532032 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Mike Sotelo License No. 01809363 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Jacks Commercial License No. 02088254 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

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Lessee's Agent Brian Jacks License No. 01217349 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement ~~(or if there is no such agreement, the sum of _____ or _____% of the total Base Rent)~~ for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Business Hours for the Building**: _____ a.m. to _____ p.m., Mondays through Fridays (except Building Holidays) and _____ a.m. to _____ p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and _____.

1.13 **Lessor Supplied Services**. Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☑ Janitorial services
☑ Electricity
☑ Other (specify): Interior Lighting, Telephone, Internet, and Alarm

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 57 ;
☑ a plot plan depicting the Premises; Exhibit A
☐ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☑ other (specify): Agency Disclosures, Sale & Lease Disclosures .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided,

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however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to

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such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

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4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 1.9.

(b) "**Comparison Year**" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "**Operating Expenses**":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of

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said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the

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environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and

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effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises, except HVAC units. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder." Lessee to provide daily staff to patrol parking lot and clean-up of garbage and repair/replace door locks.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, HVAC unit, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

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(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or

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retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Insurance Premiums**. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade

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Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and

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reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall

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terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other

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information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor**. Intentionally Deleted. ~~Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.~~

11.2 **Services Exclusive to Lessee**. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all ~~water,~~ gas, light, power, telephone and other utilities (except garbage) and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service**. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee**. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions**. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the

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price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and

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offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the

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unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be

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less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be

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reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

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23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified

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to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance**

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Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

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37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

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(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability

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access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: ____
On: 2/22/2023 | 2:34 PM PST

By LESSOR:
Noah A. Baygell Revocable Trust, dba Bay West Realty

DocuSigned by:
By: Noah A. Baygell
Name Printed: Noah A. Baygell, dba Bay West Realty
Title: Trustee
Phone: 916 539-9877
Fax: ____
Email: NBaygell@sbcglobal.Net

By: _____
Name Printed: ____
Title: ____
Phone: ____
Fax: ____
Email: ____

Address: 4441 Auburn Blvd, Suite G, Sacramento, CA 95841
Federal ID No.: ____

BROKER

TRI Commercial Real Estate Services Inc.

Attn: Mike Sotelo

MAB
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Executed at: ____
On: 2/22/2023 | 2:12 PM PST

By LESSEE:
Highlands Community Charter and Technical Schools. a California domestic nonprofit corporation

DocuSigned by:
By: Murdock Smith
Name Printed: Murdock Smith
Title: CEO / Executive Director
Phone: 916-208-7522
Fax: ____
Email: murdock.smith@hccts.org

By: _____
Name Printed: ____
Title: ____
Phone: ____
Fax: ____
Email: ____

Address: 1333 Grand Ave, Sacramento, CA 95838
Federal ID No.: ____

BROKER

Jacks Commercial

Attn: Brian Jacks

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Title: Sr. Director

Address: 1515 River Park Drive, Suite 200, Sacramento, CA 95678
Phone: 916-677-8155
Fax: ____
Email: mike.sotelo@tricommercial.com
Federal ID No.: ____
Broker DRE License #: 00532032
Agent DRE License #: 01809363

Title: Principal

Address: 2110 P Street, Sacramento, CA 95816
Phone: 916-837-3456
Fax: ____
Email: Brian@JacksCRE.com
Federal ID No.: ____
Broker DRE License #: 02088254
Agent DRE License #: 01217349

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Noah A Bayyell

2 Business name/disregarded entity name, if different from above
Bay West Realty

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4441 Auburn Blvd. #6

Requester's name and address (optional)

6 City, state, and ZIP code
Sacramento, CA 95841

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
095 - 38 - 6948

or

Employer identification number
_____ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Noah Bayyell Date ▶ 2/23/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 17, 2024

Sandeep Saini
D & G Financial Management
4341 Arden Way
Sacramento, CA 95864

Via Email: sandeep@sainicap.com

Re: Notice of Termination – 6110 Fair Oaks Boulevard, Carmichael

Dear Ms. Saini:

I am writing to notify you that Highlands Community Charter and Technical Schools ("HCCTS") has determined that the Lease Agreement ("Lease") with D & G Financial Management for the premises at 6110 Fair Oaks Boulevard Suite A, Unit B, and Unit C, Carmichael, CA 95608 ("Premises") is either void under California's conflict of interest laws or voidable as a violation of public policy. Out of an abundance of caution and for the sake of clarity about the ongoing obligations and intent of the parties, to the extent the lease is later found valid for any purpose, the lease will be terminated by Highlands effective November 30, 2024. HCCTS declines to pay any amount to D&G Financial Management after this date.

The specifics of legal issues were included in the letter sent to you on October 17, 2024 (Notice of Termination – 9555 Folsom Boulevard).

Sincerely,

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools

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Addendum to
Standard Industrial/Commercial Multi-Tenant Lease - Net
dated for reference purposes December 19, 2023,
D & G Financial Management, Inc, as Lessor
Highland Community Charter Schools as Lessee,
with reference to the Property located at
6110 Fair Oaks Boulevard Suite A, Unit B and Unit C, Carmichael, CA 95608

Lessor and Lessee agree that this Addendum to the above referenced Lease form ("Form") shall modify, delete and replace certain provisions of the Form. The terms of the Form and this Addendum shall collectively be referred to as the "Lease." If the terms of this Addendum are inconsistent or in conflict with paragraphs 1 through 49 of the Form described above, the terms of this Addendum shall be controlling:

50) Base Rent Schedule:

Lessee's base monthly rent, NNN, shall be equal to $1.78 per square foot per month, with three percent (3.0%) annual increases.

Date	Monthly Base Rent, NNN:
January 1, 2024 – December 31, 2024	$5,580.30 + NNN
January 1, 2025 – December31 , 2025	$5,747.71 + NNN
January 1, 2026 – December 31, 2026	$5,920.14 + NNN

51) Operating Expenses:

In addition to the Base Rent set for in Section 50 herein, commencing on the Commencement Date, Lessee shall be responsible to pay before delinquency for all utilities consumed within the premises. Lessee shall be responsible to pay directly for electrical power (SMUD), gas (PG&E), garbage/trash removal, internet, telecommunications, suite alarm, and any janitorial expenses serving the Premises. Lessee shall be responsible to pay for Lessee's share as determined by Lessor for City of Sacramento utility services (water, sewer, stormdrain) as part of NNN/CAM charges.

Lease shall be a NNN structure whereby commencing on the Commencement Date, Lessee shall be responsible to pay for its share of common area operating expenses ("NNN/CAM") as determined by Lessor including, but not limited to real estate taxes and special assessments, insurance, landscape maintenance, HVAC maintenance and replacement, exterior window repair and replacement as necessary, which the Lessee will pay on a monthly basis in addition to Base Rent.

52) Option(s) to Renew:

If Lessee (i) has not at any time during the Original Term of the Lease been in default in any of the terms or provisions of the Lease beyond the applicable cure period; (ii) Lessee is in occupancy and conducting business from the Premises in compliance with all applicable laws; (iii) Lessee has not been late in payment of Base Rent during the Original Term of the Lease; (iv) Lessee has not assigned, subleased or otherwise transferred its interest in the Lease; and (v) Lessee has not sold the business or controlling interest in the business, Lessee shall have the right to extend the Term of the Lease for all of the premises for two (2) periods of three (3) years ("Option Term"), under the

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same terms and conditions contained in this Lease, except the monthly Base Rent shall be increased on the commencement of the Option Term and every twelve (12) months thereafter during the Option Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: The monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than one hundred three percent (103%) of Lessee's then current base rental rate for the month immediately preceding the applicable CPI Increase Date.

The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers for: **San Francisco.**

The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Option Term.

If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

The option to extend the Term of the Lease shall be assumed and executed unless Lessee serves written notice to Lessor, no more than six (6) months and no less than twelve (12) months prior to the expiration of the Original or Option Term, indicating its intention to not exercise the subsequent Option Term.

53) Accessibility Disclosure:

To Lessor's actual knowledge, the property being leased or rented pursuant to this Lease has not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code Section 55.52). The foregoing verification is included in this Lease solely for the purpose of complying with California Civil Code Section 1938 and shall not in any manner affect Lessor's and Lessee's respective responsibilities for compliance with construction-related accessibility standards as provided under this Lease. Lessee hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Building nor the Premises has undergone inspection by a CASp.

54) Compliance:

Notwithstanding any provision of this Lease to the contrary, including without limitation the provisions of Paragraph 2.3 of the Form, Lessor makes no representation or warranty as to the compliance of the Premises with Applicable Requirements, and there shall be no warranty period of any length.

55) Tenant Improvements:

Lessee and Lessor acknowledge that Lessee accepts the Premises in "as-is, where-is, with all faults" condition with the following exception: **None.**

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Lessee shall design, project manage, and independently contract with their own contractor to conduct all construction Lessee requires to open for businss, at Lessee's sole cost and expense. Lessee shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All work with respect to any addition, alteration or improvements shall be done in a good workmanlike manner by properly qualified, licensed, insured, and bonded personnel approved by Lessor, prior to commencement of any construction, and such approval shall not be unreasonably withheld or delayed.

Lessee shall pay the costs of any work done on the Premises and shall keep the Premises, Building and Project free and clear of any liens of any kind thereof. Except in the case of gross negligence or willful misconduct on the part of Lessor or Lessor's agents and contractors, Lessee shall indemnify, defend against and keep Lessor free and harmless from all liability, loss, damage, cost, attorney's fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Lessee or any person claiming under Lessee.

Upon expiration of the Term of the Agreement and any exercised options or the sooner termination of this Agreement, all of the tenant improvements provided by Lessor and/or Lessee shall immediately become the sole property of the Lessor, including, but not limited to cabinets, sinks, mirrors, and light fixtures.

56) Lessee's Financial Data and Audits:

In the event that the Lessor applies to refinance or sell the property, Lessee shall deliver to Lessor a copy of the financial statement for Lessee and any Guarantor including at least a year end balance sheet and a year-to-date statement of profit and loss, and Federal Tax returns for each of the two most recently completed calendar years, prepared in accordance with generally accepted accounting principles (and, if such is Lessee's and/or Guarantor's normal practice, audited by an independent certified public accountant) all then available subsequent interim statements, and such other financial information as may be reasonably required by Lessor, potential Buyer, or required by an Mortgagee.

57) Signage:

Lessee, at its sole cost, shall be allowed the maximum signage allowable subject to Sacramento City code, Sacramento City ordinances. All signage shall be subject to Lessor's prior written approval, which shall not be unreasonable withheld. Lessee shall be solely responsible for all costs associated with installation and removal of the sign upon the expiration of the lease.

58) Brokerage:

Both Lessor and Lessee acknowledge that Matt Axford and Kimio Bazett of Turton Commerial represents the Lessor ("Lessor's Broker") in this transaction, and that any and all brokerage fees shall be the obligation of the Lessor.

[Signatures to follow on the next page]

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LESSOR:

D & G Financial Management, Inc

DocuSigned by:
By: Sandeep Saini
6848330D323D424...
Name: Sandeep Saini
Title: _____
Date: _____

LESSEE:

Highland Community Charter Schools

DocuSigned by:
By: Murdock Smith
8AA7C3E2A596498...
Name: Murdock Smith
Title: _____
Date: _____

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STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only December 19, 2023, is made by and between D & G Financial Management, Inc ("**Lessor**") and Highlands Community Charter Schools ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 6110 Fair Oaks Boulevard Suite A, Unit B and Unit C, Carmichael, CA 95608 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the Premises and the "Project"): a one-story, approximately 4,998 square foot building, on an approximately 25,265 square foot parcel. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** All unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** three (3) years and zero (0) months ("**Original Term**") commencing January 1,2024 ("**Commencement Date**") and ending December 31, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon lease execution ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $5,580.30 per month ("**Base Rent**"), payable on the first day of each month commencing January 1, 2024. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Common Area Operating Expenses:** sixty-three percent (63 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $5,580.30 for the period January 1, 2024 to January 31, 2024.

(b) **Common Area Operating Expenses:** The current estimate for the period January 1, 2024 to January 31, 2024 is $1,630.20.

(c) **Security Deposit:** $5,250.00 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $12,460.50.

1.8 **Agreed Use:** education center and administrative office. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

~~1.10 Real Estate Brokers. (See also Paragraphs 15 and 25)~~

~~(a) Representation: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):~~

~~Lessor's Brokerage Firm Matt Axford License No. 02209803 Is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).~~

~~Lessor's Agent _____ License No. 02124801 is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).~~

~~Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.~~

~~1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)~~

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 58;

☐ a site plan depicting the Premises;

☐ a site plan depicting the Project;

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☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____ .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises and (ii) it is Lessor's sole

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responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following

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provisions:

(a) **"Common Area Operating Expenses"** are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge to compensate Lessor for additional time and expenses incurred in handling the dishonored payment and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall bear interest or be considered prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other

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purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to

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or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

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(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or

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indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees . If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full

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replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility

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Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether

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such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, (ii) to provide reasonable evidence of insurance or surety bond, or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Lessor and Lessee agree that the damages to be incurred by the Lessor in the event of Lessee's default of the Lease would be difficult or impossible to calculate and the parties therefore intend to provide by the foregoing for liquidated damages and not a penalty and agree that the sum provided is a reasonable pre-estimate of the probable loss. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a

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separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

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15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements

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and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent.* A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor:* (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent.* An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor:* (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election

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of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

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39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at anytime a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related

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accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____	Executed at: _____
On: _____	On: _____
By LESSOR:	**By LESSEE:**
D & G Financial Management, Inc	Highlands Community Charter Schools
By: DocuSigned by: Sandeep Saini	By: DocuSigned by: Murdock Smith
Name Printed: Sandeep Saini	Name Printed: Murdock Smith
Title: _____	Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Address: _____	Address: _____
Federal ID No.: _____	Federal ID No.: _____
BROKER	**BROKER**
Matt Axford	_____
Attn: _____	Attn: _____
Title: Director	Title: _____
Address: 2131 Capitol Ave, Suite 100, Sacramento, CA 95816	Address: _____
Phone: 916.743.6328	Phone: _____
Fax: _____	Fax: _____
Email: mattaxford@turtoncom.com	Email: _____
Federal ID No.: _____	Federal ID No.: _____
Broker DRE License #: 02209803	Broker DRE License #: _____
Agent DRE License #: 02124801	Agent DRE License #: _____
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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 15, 2025

Via Electronic Mail

1322 O St. Investors LP
1326 O St.
Sacramento, CA 95814

Todd Leon

Subject: **Ninety (90) Day Notice**

This letter is in reference to the Lease Agreement that was executed on August 15, 2023. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is September 12, 2025.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

HCCS - 4167

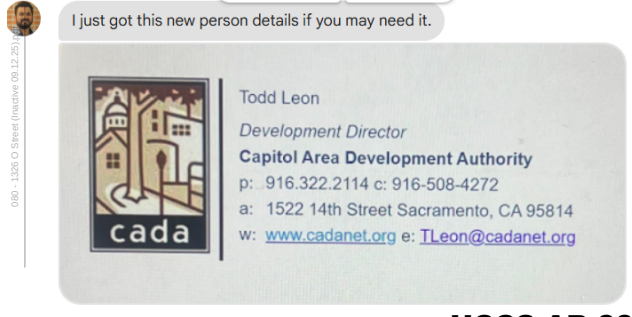

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ADDENDUM TO LEASE

Date: **August 15, 2023**
Lessor: **1322 O St Investors LP**
Lessee: **Highlands Community Charter and Technical Schools**
Address: **1326 O Street, Sacramento, CA 95814**

Paragraph: 51. Management Fee.

In order to cover Lessor's overhead and administrative costs in accordance with this Lease, Lessee shall pay Lessor the amount of $1,000 per month, payable on the first day of each month, to be increased by three percent (3%) annually.

Paragraph 52. Operating Expenses and Maintenance.

Notwithstanding anything to the contrary set forth in this Lease, Lessee shall not be required to pay Common Area Operating Expenses or real property taxes, and shall only be required to pay for utilities in accordance with the terms of this Lease.

Paragraph 53. Maintenance. Notwithstanding anything to the contrary set forth in this Lease, Lessee shall only be required to provide the following maintenance at its expense: Lessee shall keep the entire Premises and improvements in good order, condition and repair by performing, without limitation, the maintenance, repair and replacement of (1) all exposed electrical, plumbing and sewage systems, including but not limited to, toilets, plumbing fixtures, electrical fixtures, hot water heater, appliances, etc.; (2) the complete interior of the Premises, including the interior surfaces of walls, ceilings, and windows, all doors, and all plate-glass; (3) exterior signs, awnings, doors, windows, siding, thresholds, and the refuse area; (4) any portion of the Premises or Property which is damaged as a result of the negligent or intentional acts or omissions of Lessee, its agents, contractors, employees, or invitees; and (5) the portion of the building set-back and sidewalk bordering the length of the commercial space's frontage. Lessee shall not be required to provide service contracts for any HVAC or related equipment.

Paragraph 54. Storage.

Lessee shall have exclusive use of the 67 square foot storage room inside of the Building on the 1322 O Street Property located in the hallway on the 2nd floor directly west of the elevator, for storage of employee personal items, a mini-fridge, and for the storage of job center related materials, equipment, and files.

Paragraph 55. Refuse and Recycling and Organic Waste.

Lessee shall promptly collect and remove any rubbish or garbage from the Premises and the surrounding areas used by its patrons. Upon daily closing of the business, Lessee shall remove all refuse from the Premises and place it in the designated dumpster provided by Lessor. Lessee shall comply with all City standards concerning refuse and recycling, including the proper separation and disposal of recycling materials and organic waste, and use of state-approved to-go containers. Tenant has use of the trash and recycling dumpsters located in the trash room at the southern end of the Building, to be shared with the Sonrisa residents. Lessee shall dispose of organic food waste in a separate container, which is provided in the trash room. All containers are to be kept in the shared trash enclosure and is to be shared with Sonrisa residents.

Paragraph 56. Building Common Areas and Access to Storage and Refuse Facility.

Notwithstanding anything to the contrary contained in this Lease, Lessee shall not have the right to use any Common Areas within the residential Building except for the refuse facility, and the hallway within the Building from the Premises to access the Storage Room and refuse facility. Lessee will be provided with a FOB to access

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the Building, exclusively for use by current Lessee employees to enter and access the storage room and refuse facility only. Lessee employees are not to access any other part of the Building, and Lessee shall not allow its customers to have access to, or to use, the FOB. Lessee shall restrict access to the Building such that its customers shall not be able to access the Building.

Paragraph 57. Energy Use Disclosures. Lessee acknowledges that Lessor entered into a SMUD Neighborhood SolarShares program for the Property and that the Premises will be automatically participating in the program. Lessee agrees to comply with any requirements of the program of which Lessor gives notice of to Lessee. Lessee also agrees to promptly cooperate with Lessor concerning Lessee's energy use data to the extent required for Lessor to comply with the requirements of any "Energy Use Disclosure Programs" including, but not limited to, the requirements of California Public Resources Code Section 25402.10, or any other related or successor statute(s) and all regulations promulgated thereunder. Without limiting the generality of the foregoing, Lessee agrees to promptly execute and provide to all necessary utility providers any authorization forms required by such utility provider as a condition to releasing to Lessor the energy use data required for Lessor's compliance with any Energy Use Disclosure Programs.

Paragraph 58. Parking.

In addition to Paragraph 2.6, the following shall apply to vehicle parking: There is no dedicated parking in connection with this Lease. Street parking and the parking at the Westminster Church are available for tenant and customer parking at the established rates.

Paragraph 59. Use of Premises.

Lessee shall provide free job center and occupational skills training (i.e. assessment of skills and work preferences, job readiness and occupational skills training scholarships, resume preparation, interviewing tips, tips on keeping a job, mentoring, guidance and counseling, support services, etc.) to the Property tenants, Capitol Area Development Authority tenants, and the general public.

Subject to reasonable schedule adjustments from time to time, Lessee's hours of operation are general business hours of 8:00am to 5:00pm Monday through Friday. Lessee shall post its hours of operation in a prominent area for the public. Lessee shall notify Lessor if the business will be closed for any reason during the minimum hours of operation. In such an event, Lessee shall post signs notifying the public of the closure of the business and include the Lessee's phone number for any comments or concerns. If the Lessee desires to modify the business's minimum hours of operation, Lessee shall submit the request in writing to the Lessor for Lessor's approval in its reasonable discretion.

Lessor shall retain the right to be able to use the Premises for Capitol Area Development Authority residents' special events up to six times a year such as the Holiday Party and bingo nights. Lessee shall configure the furnishings in the Premises so they are moveable to accommodate Lessor's use of the Premises for such events.

Lessee shall not commit, suffer or permit any waste or nuisance on the Premises or any acts to be done thereon in violation of any law or ordinance, and Lessee shall not permit customer or employee loitering or nuisances on the Premises or Common Areas of the Property, including nuisance to the Property residential residents. Lessee shall not conduct its business in such a manner as to interfere with or deprive neighboring commercial and residential tenants of the quiet enjoyment of their premises, including without limitation, making excessive noise or production of unpleasant odor. There shall be no smoking within 25 ft of the building entrances. Lessor and its agents shall be permitted to enter the Premises at reasonable times to inspect compliance with the use allowable use of the Premises.

Paragraph 60. Signs.

Notwithstanding anything to the contrary contained in this Lease, Lessee shall not have the right to place, construct, or maintain any sign, advertisement, awning, banner, lighting or other exterior decoration (collectively, "Signs") except a sign placed in the window of the Premises. There will not be signage allowed to be mounted on the building itself, including on the fascia. All Signs shall be in compliance with the applicable provisions of the

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sign ordinance of the City of Sacramento. Where conflicts exist, Lessor's review and any resulting approval shall supersede such City regulations. Lessor shall approve all signage design, size, and location.

Paragraph 61. Tenant Improvements.

In accordance with Paragraph 2.2 of this Lease, Lessor will deliver the premises to Lessee in a in a warm shell condition with a bathroom, doors, exit signs, an electrical panel, and utilities stubbed to the Premises. Lessee has been provided with the location of the utility stubs. The costs of all other improvements including installation of electrical outlets will be the responsibility of Lessee.

Lessee, at Lessee's sole cost and expense, agrees to perform the following tenant improvement work in the Premises: painting, electrical, and HVAC (the "Tenant Improvements"), as described in Exhibit B. Lessee is responsible for the payment of all costs of Tenant Improvements, including design plan preparation, City fees for permits, construction cost, and furnishings. The design shall be subject to Lessor's approval. Lessee shall contract with a general contractor approved by Lessor for the work in accordance with Exhibit B.

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Exhibit A

(Site Plan)

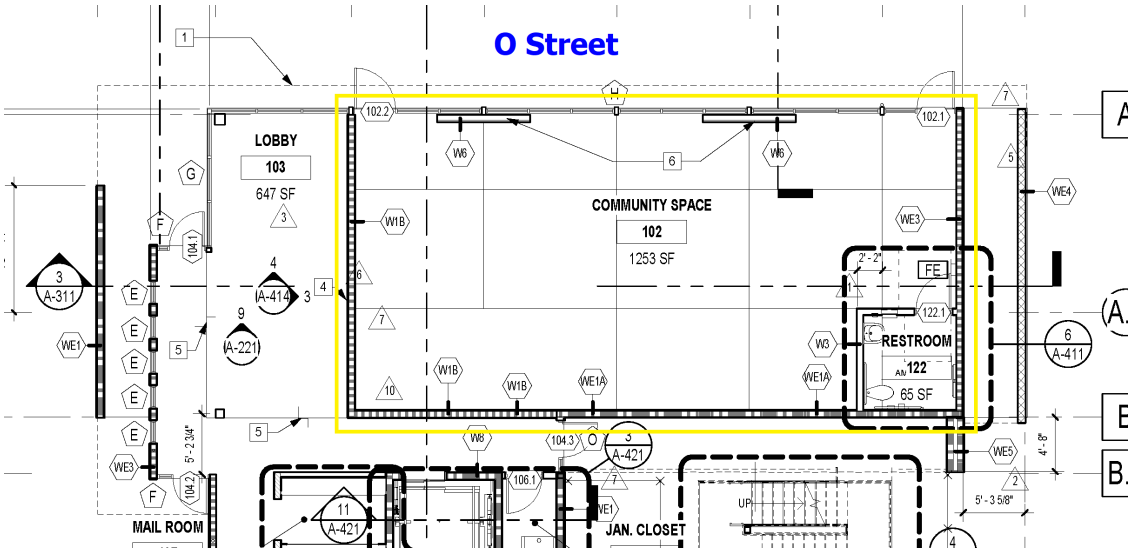

1st Floor

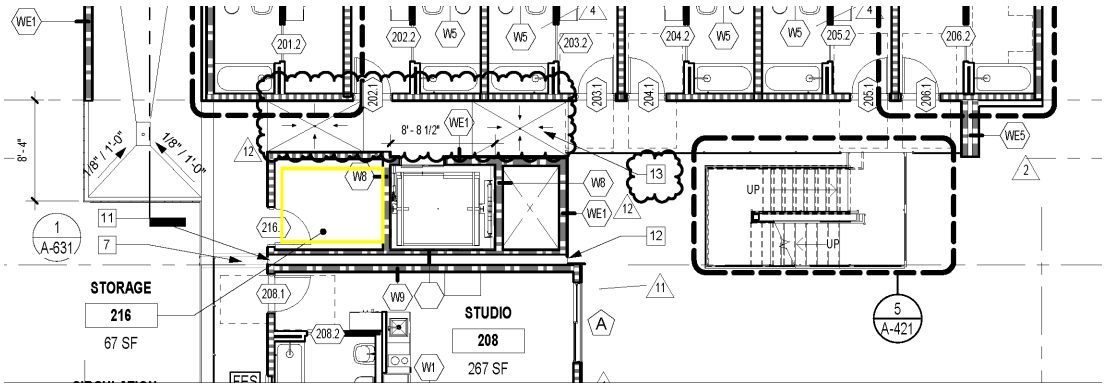

2nd Floor

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Exhibit B

(Community Space TI Estimate)

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STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONSTRUCTOR (LUMP SUM PRICE)

This Agreement is made this Ninth Day of March Two Thousand and Twenty Three, by and between

OWNER, Highlands Community Charter School, located at 1333 Grand Avenue, Sacramento, CA 95838

and

CONSTRUCTOR, Tricorp Group Inc., located at 2540 Warren Drive, Ste. A, Rocklin, CA 95677

Contractor License No., 999443

Owner and Constructor are collectively the "Parties."

Project: Sonrisa TI, 1322 O Street, Sacramento, CA 95814

ARTICLE 1 THE WORK

THE WORK Constructor shall use its diligent efforts to perform the "Work", as described herein in an expeditious manner consistent with the Contract Documents. Constructor shall provide all labor, materials, equipment and services necessary to complete the Work in full according with and reasonably inferable from the Contract Documents to construct termite repairs.

ARTICLE 2 PRICE

PRICE As full compensation for performance by Constructor of the Work, Owner shall pay Constructor the lump sum price of One Hundred Seventeen Thousand Seven Hundred and Forty Four dollars ($117,744). The lump sum price, "Contract Price," is subject to adjustment as provided in this Agreement.

ARTICLE 3 CONSTRUCTOR'S RESPONSIBILITIES

3.1 CONSTRUCTOR'S RESPONSIBILITIES Constructor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

3.1.1 Except for building permits and fees that are the responsibility of Owner pursuant to this Agreement, Constructor shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.

3.1.2 Constructor shall pay all applicable taxes for the Work provided by Constructor.

3.1.3 Owner may elect to perform work at the Worksite directly or by others retained by Owner. The Parties shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and assist with the coordination of activities and the review of construction schedules and operations. Contract Price and Contract Time shall be equitably adjusted in accordance with this Agreement for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

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3.1.4 Before commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished in the Contract Documents; relevant field measurements made by Constructor; and any visible conditions at the Worksite affecting the Work.

3.1.5 COMPLIANCE WITH LAWS Constructor shall comply with all laws at its own costs. Constructor shall be liable to Owner for all loss, cost, or expense, attributable to any acts or omissions by Constructor, its employees, subcontractors, suppliers, and agents for failure to comply with laws, including fines, penalties, or corrective measures.

3.1.6 WARRANTY

3.1.6.1 Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Constructor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse.

3.1.6.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Owner shall promptly notify Constructor in writing. Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

3.1.7 SAFETY Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Constructor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. Constructor, to the extent reasonable, shall prevent against injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

3.1.8 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency. If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

3.1.9 MATERIALS BROUGHT TO THE WORKSITE Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor in accordance with the Contract Documents and used or consumed in the performance of the Work.

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3.1.10 SUBMITTALS If required, Constructor shall submit to Owner and Design Professional for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. Owner or it's Architect shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Constructor shall perform all Work strictly in accordance with approved submittals. Owner's approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

3.1.11 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition at the Worksite is (a) a subsurface or other physical condition which is materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical conditions which is materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, Constructor shall stop Work and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Constructor is to proceed. Constructor shall not be required to perform any work relating to the condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be made by Change Order.

3.1.12 CUTTING, FITTING, AND PATCHING Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or others retained by Owner.

3.1.13 CLEANING UP Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 OWNER'S RESPONSIBILITIES Any information or services to be provided by Owner shall be provided in a timely manner.

4.1.1 FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of Constructor, Owner shall provide Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Constructor's commencing or continuing the Work. Constructor shall be notified prior to any material change in Project financing.

4.1.2 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Constructor the following, which Constructor shall be entitled to rely upon for its accuracy and completeness:

4.1.2.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface, and environmental studies, reports and investigations;

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4.1.2.2 tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law;

4.1.2.3 the limits of and a copy of Pollution Liability Insurance Policy covering the Worksite held by Owner; and any other information or services requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.

4.1.2.4 the limits of and a copy of Property Insurance Policy covering the Worksite held by Owner.

4.1.3 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) days after receiving Constructor's written request, Owner shall provide Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the record legal title.

4.1.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees required of Constructor for its work, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

ARTICLE 5 CONTRACT TIME

5.1 DATE OF COMMENCEMENT The Date of Commencement is the FIRST DAY Contractor is able to start physical work at the Worksite. Ability to physically begin work will be no more than 14 days after receipt of applicable permits and receipt of necessary materials and equipment to complete the Work.

5.2 TIME The Work shall be substantially complete 60 days after date of commencement, subject to adjustments as provided for in the Contract Documents. Date of commencement will be coordinated so all permits and approvals are in place, long lead materials and equipment have been ordered and delivery times for the same have been coordinated in such manner to fit in Contractor's 60-day schedule.

ARTICLE 6 SCHEDULE OF THE WORK

6.1 SCHEDULE OF THE WORK Before submitting its first application for payment, Constructor shall submit to Owner, and if directed, to Design Professional, a Schedule of the Work showing the dates on which Constructor plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Owner.

ARTICLE 7 DELAYS AND EXTENSIONS OF TIME

7.1 If Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Constructor, Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Constructor include, but are not limited to, the following: (a) acts or omissions of Owner, the Design Professional, or others; (b) changes in the Work or the sequencing of the Work ordered by Owner or arising from an Owner decision that impacts Contract Time; (c) encountering Hazardous Materials, or concealed and unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) terrorism; (j) requests from inspectors or Inspections

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adding costs and scope of work to the shown or specified Contract Documents; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Constructor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

7.2 In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (d) in section 7.1, Constructor may be entitled to an equitable adjustment in the Contract Price subject to ARTICLE 9.

7.3 NOTICE OF DELAY CLAIMS If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, Constructor shall give Owner written notice of the claim.

ARTICLE 8 ALLOWANCES

8.1 ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and particular suppliers or subcontractors for, specific allowance items, if Constructor reasonably objects to a supplier or subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Constructor's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

ARTILE 9 CHANGES

9.1 Constructor may request or Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order.

9.2 The Parties shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld. Constructor shall not be obligated to perform changes in the Work without a Change order or Interim Directive.

9.3 If a cost or credit determination cannot be agreed to above, the cost of the change in the Work shall be determined by the reasonable actual expense incurred or savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, Constructor's overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, Constructor's overhead and profit shall not be adjusted. Constructor shall maintain a documented itemized accounting evidencing the expenses and savings.

9.4 COST OR CREDIT DETERMINATION

9.4.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

(a) unit prices set forth in this Agreement or as subsequently agreed;
(b) a mutually accepted, itemized lump sum; or
(c) costs calculated on a basis agreed upon by Owner and Constructor plus fifteen percent (15%) overhead and profit.

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9.5 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Constructor, such unit prices shall be equitably adjusted.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within Thirty (30) days from the date of execution of this Agreement, Constructor shall prepare and submit to Owner and, if directed, Design Professional, a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

10.2 PROGRESS PAYMENTS Constructor shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the 25th day of the calendar month for the current calendar month projected through the end of the month. Constructor's applications for payment shall be itemized and supported by Constructor's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount due on any payment application, less any amounts as set forth below, no later than Twenty (20) days after Constructor has submitted a complete and accurate payment application. Owner may deduct, from any progress payment, such amounts as may be retained pursuant to section 10.3.

10.3 RETAINAGE From each progress payment made before Substantial Completion Owner may retain Zero percent (0 %) of the amount otherwise due after deduction of any amounts as provided.

10.4 PAYMENT DELAY If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) days after the time such payment is due, Constructor, upon giving seven (7) days written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received. If Constructor incurs costs or is delayed resulting from shutdown, delay, and start-up, Constructor may seek an equitable adjustment in the Contract Price of Contract Time.

10.5 FINAL COMPLETION When final completion has been achieved, Constructor shall prepare for Owner's acceptance a final application for payment stating that to the best of Constructor's knowledge, and based on Owner's inspections, the Work has reached final completion in accordance with the Contract Documents.

10.5.1 Final payment of the balance of the Contract Price shall be made to Constructor within thirty (30) days after Constructor has submitted to Owner a complete and accurate application for final payment and the following submissions:

(a) an affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
(b) as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
(c) release of any liens, conditioned on final payment being received;
(d) consent of any surety, if applicable; and
(e) any outstanding known and unreported accidents or injuries experienced by Constructor or its subcontractors at the Worksite.

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10.6 Claims not reserved by Owner in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects. Unless Constructor provides written identification of unsettled claims known to Constructor at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.

10.7 LATE PAYMENT Payments due but unpaid shall bear interest as allowed under State of California Civil Code from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 11 INDEMNITY

11.1 To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees and Design Professional (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured under section 12.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Constructor shall be entitled to reimbursement of any defense costs paid above Constructor's percentage of liability for the underlying claim to the extent provided in the section immediately below.

11.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Constructor, its officers, directors, or members, subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under section 11.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or others retained by Owner, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Owner, Design Professional, or others retained by Owner. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided in the section immediately above.

11.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Constructor under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

ARTICLE 12 INSURANCE

12.1 Before commencing the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). Constructor shall maintain completed operations liability insurance for one year after Substantial Completion. If requested, Constructor shall provide Owner with certificates of the insurance coverage required. Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, as required in this article, shall be written with at least the following limits of liability:

12.1.1 Employers' Liability Insurance:
(a) $1,000,000 each accident;
(b) $1,000,000 disease policy limit;
(c) $1,000,000 disease per employee.

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12.1.2 Business Automobile Liability Insurance $1,000,000 per accident Combined Single Limit.

12.1.3 CGL Insurance:
(a) $2,000,000 per occurrence;
(b) $4,000,000 general aggregate;
(c) $4,000,000 products/completed operations aggregate;
(d) $2,000,000 personal and advertising injury limit.

12.2 PROPERTY INSURANCE Owner shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, INCLUDING EXISTING STRUCTURES. This insurance shall also: (a) name Constructor, subcontractors, subsubcontractors, suppliers, and Design Professionals as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy. The Builder's Risk Policy shall insure at least against and not exclude: (a) the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused; (b) damage resulting from defective design, workmanship, or material; (c) coverage extension for damage to existing buildings, plant or other structures at the Worksite, when the Project is contained within an attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project; (d) equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to stream equipment caused by a condition within the equipment; and (e) testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use.

12.2.1 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Constructor has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with section 12.2.

12.2.2 If the Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in Section 12.2, then Owner shall give written notice to Constructor and Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with section 12.2. Owner may then provide insurance to protect its interests and the interests of Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase of maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

12.2.3 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, and subsubcontractors, and design professionals for damages

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caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

12.2.4 To the extent of the limits of Constructor's CGL insurance specified in section 12.1, Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of Constructor, subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

12.2.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to section 12.2 until the Date of Final Completion.

12.2.6 POLLUTION LIABILITY INSURANCE Constructor [ ] is/ [X] is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered. If applicable" in the following amounts: [NA] per occurrence and shall apply for [NA] year(s) after Final Completion.

12.3 ADDITIONAL INSURED Owner shall be named as an additional insured on Constructor's CGL insurance specified, for on-going operations and completed operations excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Constructor, or those acting on Constructor's behalf, in the performance of Constructor's Work for Owner at the Worksite. The insurance of the Constructor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the additional insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

ARTICLE 13 BONDS

13.1 Performance and Payment Bonds are not required of Constructor.

ARTICLE 14 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

14.1 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for (a) losses covered by insurance required by the Contract Documents, or (b) specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. The following items of damages are excluded from this mutual waiver: [NA]. This article shall also apply to the termination of this Agreement and shall survive such termination. The Parties shall require similar waivers in contracts with subcontractors and others retained for the project.

ARTILCE 15 DISPUTE MITIGATION AND RESOLUTION

15.1 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in sections 7.4 for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) days after the occurrence giving rise to the claim or within fourteen (14) days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

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15.2 WORK CONTINUANCE AND PAYMENT Constructor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Constructor continues to perform, Owner shall continue to make payments in accordance with the Agreement.

15.3 DIRECT SETTLEMENT DISCUSSIONS If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussions. Within five (5) business days, the parties representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.

15.4 MEDIATION Disputes between Owner and Constructor not resolved by direct discussion of the Parties will cooperate and collectively select a mediator acceptable to both Parties within fifteen (15) days of the first notice by either Party.

15.5 BINDING DISPUTE RESOLUTION If neither direct discussions nor mediation successfully resolves the dispute, the Parties shall submit the matter to the binding dispute resolution procedure of Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

15.5.1 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

15.5.2 VENUE The project location shall serve as the venue.

ARTICLE 16 PREVAILING WAGE

16.1 The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at Owner's main office, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

16.2 Owner will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal and will not under any circumstances be considered as the basis of a claim against Owner.

16.3 By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

16.4 The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both

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straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by Owner's representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

16.4.1 Owner shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to Owner the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any A. subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

16.5 To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

16.6. Owner will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by Owner, or Owner's agents, be considered as the basis of a claim against Owner.

ARTICLE 17 MISCELLANEOUS

17.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

17.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement, in whole or in part, without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.

17.3 GOVERNING LAW The law in effect at the location of the Project shall govern.

17.4 NOTICE Unless changed in writing, a Party's address indicated in this contract shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

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Attachments:
Exhibit A: Preliminary Budget & Qualification dated 2.8.23
Exhibit B: Sample Insurance

OWNER: Highlands Community Charter School

By: _____

Murdock Smith, Executive Director/CEO

CONSTRUCTOR: Tricorp Group, Inc.

By: DocuSigned by: Chris Cormier E7B74FCBCFAD49C... _____

Christopher Cormier, President

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COMMERCIAL MULTI-TENANT LEASE

(HCCTS)

1. **Basic Provisions** (**"Basic Provisions"**).

1.1. **Parties**. This Lease (**"Lease"**), dated for reference purposes only August 15, 2023, is made by and between **1322 O St Investors LP** (**"Lessor"**) and **Highlands Community Charter and Technical Schools**, California non-profit corporation (**"Lessee"**), (collectively the **"Parties"**, or individually a **"Party"**).

1.2 (a) **Premises**. That certain portion of the Property (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of as 1326 O Street, Sacramento, CA 95814, as outlined on **Exhibit A**, attached hereto (**"Premises"**) and generally described as (describe briefly the nature of the Premises): an approximate 1,318 square feet of commercial space and 67 square feet of storage space in the adjacent residential affordable housing project building located at 1322 O Street, commonly known as "Sonrisa" (the **"Building"**), as depicted on the attached Exhibit A, incorporated herein by this reference. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways and to the Common Areas (as defined in Paragraph 2.7 below) but, shall not have any rights to use of the Building or to any other buildings in the Property, except as provided for herein. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the **"Property**." (See also Paragraph 2.)

(b) **Parking**. Zero parking spaces. (See also Paragraph 2.6 and Paragraph 54.)

1.3 **Term**. Ten (10) automatically renewing one (1)-year terms (**"Original Term"**) commencing August 15, 2023 (**"Commencement Date"**) and ending August 15, 2033 (**"Expiration Date"**); provided, however, that either Party may terminate this Lease upon ninety (90) days written notice prior to the beginning of each annual automatic renewal. (See also Paragraph 3.)

1.4 **Intentionally Deleted.**

1.5 **Base Rent**. $0.00 per month (**"Base Rent"**). (See also Paragraph 4.)

□ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 **Lessee's Share of Common Area Operating Expenses**. Zero percent (0.00%) (**"Lessee's Share"**). In the event that the size of the Premises and/or the Property are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification. (See also Paragraph 52.)

1.7 **Base Rent and Other Monies Paid Upon Execution**.

(a) **Base Rent**. $ 0.00.

(b) **Common Area Operating Expenses**. An estimate of $0.00.

(c) **Security Deposit**. $ 2,500.00 (**"Security Deposit"**). (See also Paragraph 5.)

(d) **Management Fee**. A prorated amount of for the first month based on a monthly amount of $1,000.00. (See also Paragraph 51.)

(e) **Total Due Upon Execution of this Lease**. $3,500.00.

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1.8 **Agreed Use**. Use of the Premises for education and technical services for HCCTS students, and employment and training services as a satellite job center in accordance with its stated purposes. (See also Paragraph 6.)

1.9 **Agreed Trade Name**: N/A (See also Paragraph 6.)

1.9 **Insuring Party**. Lessor is the **"Insuring Party."** (See also Paragraph 8.)

1.10 **Real Estate Brokers**. N/A

1.11 **Guarantor**. The obligations of the Lessee under this Lease are to be guaranteed by N/A (**"Guarantor"**). (See also Paragraph 37.)

1.12 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 61;

☑ a site plan depicting the Premises attached as **Exhibit A**;

☐ a site plan depicting the Property;

☑ a current set of the Rules and Regulations for the Property;

☑ a Community Space TI Contract attached as **Exhibit B**;

☐ other (specify); _____.

2. **Premises**.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs (**"Start Date"**), in a warm shell condition with an unfinished demising wall and utilities stubbed to the Premises for Lessee's installation of its Tenant Improvements in accordance with the Work Letter. Lessor warrants that elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Premises shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such warranted systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 30 days. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each

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such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date (**"Applicable Requirements"**). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed**. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with

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respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of parking spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Property and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other residential and commercial tenants of the Property and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas, provided that such activities benefit the commercial spaces and not merely benefit the exclusive residential spaces of the Building (examples of excluded costs include, but are not limited to, costs for interior maintenance of the Building's residential areas and floors, dedicated stairs, elevators, residential HVAC systems, and any other costs solely for the benefit of residential uses of the Building).

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Property. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without

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notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Property and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Property.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes or additions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, elevations, landscaped areas, signage, walkways and utility raceways;

(b) To use and close temporarily any of the Common Areas for the purpose of maintaining, repairing and altering the Property, so long as reasonable access to the Premises remains available, and to close temporarily any of the Common Areas to whatever extent is required in the opinion of Lessor's counsel to prevent a dedication of or the accrual of any rights of any persons or of the public to any of the Common Areas;

(c) To designate other land outside the boundaries of the Property to be a part of the Common Areas or to be entitled to use the Common Areas on a reciprocal basis;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Property, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Property as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

2.11 **Common Areas - Promotional Events; Sidewalk Sales.** Lessor reserves the right, from time to time, in Lessor's sole discretion, to utilize portions of the Common Areas for promotional events, which may include but shall not be limited to entertainment. Lessor further reserves the right, in Lessor's sole discretion, to permit any one or more tenants of the Property to conduct the display and/or sale of merchandise from the sidewalks immediately adjacent to such tenants' respective premises.

2.12 **Common Areas - Remodeling.** At any time during the Term, Lessor may remodel or expand, in any manner, the existing Property, which work may include, without limitation, the addition of shops and/or new buildings to the Property (collectively, "**Remodeled Property**"). If Lessor deems it necessary for construction personnel to enter the Premises in order to construct the improvements Remodeled Property, Lessor shall give Lessee no less than 60 days prior notice and Lessee shall allow such entry. Lessor shall use reasonable efforts to complete any work affecting the Premises in an efficient manner so as not to interfere unreasonably with Lessee's business. Lessee shall not be entitled to any damages for any inconvenience or any disruption to Lessee's business caused by such work; provided, however, the Base Rent paid by Lessee for the period of the inconvenience shall be abated in proportion to the degree that Lessee's use of the Premises is impaired. Lessor shall have the right to use portions of the Premises to accommodate any structures required for the Remodeled Property, provided that if as a

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result thereof there is a permanent decrease in the floor area of the Premises 1% or more, there shall be a proportionate downward adjustment of Base Rent and Lessee's Share.

3. **Term**.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If an Early Possession Date has been specified in Paragraph 1.4, the Parties intend that Lessee shall have access to the Premises as of the Early Possession Date for purposes of preparing and fixturizing the Premises for the conduct of Lessee's business. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay in Possession**. Lessor agrees to use commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by the Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent**.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent and, if applicable, Percentage Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

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(a) **"Common Area Operating Expenses"** are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Property, including, but not limited to, the following:

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, and replacement as reasonably necessary, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, parking lot striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire detection and/or sprinkler systems.

(dd) Common electrical, plumbing and other utilities servicing any building on the Property and/or the Common Areas.

(ee) All other areas and improvements that are within the exterior boundaries of the Property but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management (including, but not be limited to, a property management fee to Lessor equal to 5% of Base Rent and Percentage Rent), security services, and the costs of any environmental inspections.

(iv) Reserves set aside for equipment, maintenance, repair and/or replacement of Common Areas.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Property.

(ix) The cost of any capital improvement to the Building or the Property not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) If Lessor determines that the method of proration of any item included within Common Area Operating Expenses is inequitable, Lessor may prorate such item on the basis of usage or other equitable considerations. Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to any other premises or building in the Property or

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to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other premises or building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to any premises or building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings or premises in the Property.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Property already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) If there are one or more Major Tenants (as hereinafter defined) within the Property, then at Lessor's sole option, the amount to be reimbursed by such Major Tenants to Lessor for all or a portion of the Common Area Operating Expenses may be determined by alternative equitable methods (e.g., a Major Tenant may pay directly for its own security), and the actual amount paid by such Major Tenants shall be credited against the Common Area Operating Expenses allocated to other tenants of the Property; provided, however, that in such event the rentable area of the buildings leased to such Major Tenants shall be excluded from the rentable area of the Property for purposes of determining Lessee's Share of Common Area Operating Expenses for those specific items, notwithstanding the percentage set forth in Paragraph 1.7. As used herein, the term "Major Tenant" shall mean any commercial or retail tenant within the Property.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**.

5.1 **Security Deposit Use**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee

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fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use**.

(a) **Agreed Use; Agreed Trade Name**. Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose, and Lessee shall operate at the Premises only under the Agreed Trade Name and under no other trade name. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than dogs on leash (so long as allowed by applicable public health regulations), lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvement on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises, and/or is not in conflict with or incompatible with the existing or proposed (whether or not exclusive) of other occupants of the Property. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Trade Name, so long as the same is not in conflict with or incompatible with the nature and character of the Property or other existing or proposed uses of other occupants of the Property. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use and/or Agreed Trade Name.

(b) **Continuous Operation.** Lessee shall continuously operate and conduct the Agreed Use under the Agreed Trade Name within the entire Premises in a reputable manner and in conformity with industry standards of practice prevailing in the field of business among merchants engaged in the same or similar business in the city in which the Premises are located. If any governmental license or permit shall be required for the proper and lawful conduct of Lessee's business or other activity carried on in the Premises, or if a failure to procure such a license or permit might or would, in any way, affect Lessor, the Property, or the ability of Lessee to operate its business, then Lessee, at Lessee's expense, shall, at all times, obtain and comply with the requirements of each such license or permit.

(c) **Violations of Exclusive Use Rights**. Lessee acknowledges that Lessor may grant, or may have previously granted, exclusive use rights to other tenants of the Property and agrees that a material consideration to Lessor in entering into this Lease is Lessee's covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above. Lessee's violation of

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exclusive use rights granted to other tenants of the Property will result in Lessor suffering irreparable harm and, therefore, in addition to all other rights and remedies available to Lessor, Lessor may seek to enjoin Lessee's breach of such covenant and Lessee shall be liable for any damages incurred or sustained by Lessor to such other tenants whose exclusive use rights are breached by Lessee. In no event shall Lessor be liable to Lessee for any failure of any other tenants of the Property to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.

(d) **Other Tenancies.** Lessor, at its sole discretion, reserves the absolute right to establish procedures to control other tenancies in the Property. Regardless of whether any specific tenants are shown on any site plan attached hereto, Lessee does not rely on that fact, nor does Lessor represent that any specific tenant or number or type of tenants shall or shall not during the Term occupy any portion of the Property, nor does Lessee rely on any other tenant operating its business in the Property at any particular time or times. Further, no conduct by any tenant, subtenant or other occupant of, or any customer of, or any supplier to or use of any portion of the Property shall constitute an eviction, constructive or otherwise, of Lessee from the Premises, and Lessee hereby waives any and all claims that it might otherwise have against Lessor by reason thereof.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered

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or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Property not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in Paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediation**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including **"Alterations"**, as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

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6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said recommendations or requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's **"Lender**" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises, and for verifying compliance by Lessee with this Lease. Lessee acknowledges that the Property is subject to vapor testing and that access to venting system equipment for vapor testing will be necessary. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**"MSDS"**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof. Lessee shall also procure and maintain a contract for monthly pest control services for the Premises and provide a copy of the contract to Lessor.

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(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term **"Utility Installations"** refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to $15,000 in the aggregate or a sum equal to $5,000 in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with

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good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days' notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. **"Ordinary wear and tear"** shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises), even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity**.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating

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Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's **"Additional Insured-Managers or Lessors of Premises"** Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry dram shop liability insurance for alcohol served on the Premises.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Intentionally Deleted**.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Property if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

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(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a **"General Policyholders Rating"** of at least A-, VI, as set forth in the most current issue of **"Best's Insurance Guide"**, or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or **"insurance binders"** evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with (i) a Breach of the Lease by Lessee, and/or (ii) the use and/or occupancy of the Premises and/or Property by Lessee, and/or Lessee's agents, employees, contractors, invitees, or anyone else acting through or on behalf of Lessee, and/or (iii) any violation of law. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

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8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Property, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of Paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction**.

9.1 **Definitions**.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including

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demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the Replacement Cost of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b)

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providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Damage to Building.** In the event of any damage or destruction to other portions of the Building or to any other buildings on the Property, whether insured or uninsured (and whether or not there is also damage or destruction to the Premises), which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction, Lessor may either (i) repair such damage or destruction as soon as reasonably possible without expense to Lessee, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage or destruction. Such termination shall be effective 60 days following the date of such notice.

9.7 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. **"Commence"** shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.8 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes**.

10.1 **Definition**. As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Property, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Property address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Property is located. The term **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease,

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including but not limited to, a change in the ownership of the Property, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Property, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Property by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services**.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. To the extent any such utilities and/or services are not separately metered, Lessee shall pay Lessee's Share thereof in accordance with Paragraph 4.2. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting**.

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12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent and Percentage Rent Rate to 110% of the Base Rent and Percentage Rent Rate then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) **Intentionally Deleted**.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations

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under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by the proposed sublease or assignment document, and information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36.) Any approved sublease or assignment documents shall not be modified without Lessor's prior written consent.

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2.)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

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13. **Default; Breach; Remedies**.

13.1 **Default; Breach**. A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (**"MSDS"**), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

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(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entititled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

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13.3 **Inducement Recapture**. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions, of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no, further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an, Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The, acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the, provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the date when due. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event (except in the case of an emergency posing imminent danger of harm to persons or property) be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**.

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If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and agents, if any) in connection with this Lease, and that no one other than said named Brokers and agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**.

The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of

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a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**.

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**.

Unless otherwise specifically indicated to the contrary, the word **"days"** as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**.

The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence**.

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**.

This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices**.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery

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of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options**. Notwithstanding the foregoing, in order to exercise any Options (see Paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor

24. **Waivers**.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding the Nature of a Real Estate Agency Relationship**.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any Default or Breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as **"Confidential"** any communication or information given Brokers that is considered
by such Party to be confidential.

26. **No Right to Holdover**.

Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies**.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement**.

All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

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29. **Binding Effect; Choice of Law**.

This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. **Subordination; Attornment; Non-Disturbance**.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**.

If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may

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be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**.

Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**.

Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion.

34. **Signs**.

Lessor may place on the Premises ordinary **"For Sale"** signs at any time and ordinary **"For Lease"** signs during the last 6 months of the term hereof. Any Lessee signs approved by Lessor must comply with all Applicable Requirements. Lessee shall not place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls or the roof of the Building, or anywhere else within the Property outside of the Premises, or on any interior portions of the Premises that are visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material or any other items without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion. Lessor shall designate the size, shape, color, design, and location of all exterior sign(s) to be installed by Lessee, and Lessee shall, at Lessee's sole cost and expense, fabricate, construct and install all such sign(s) in full compliance with Lessor's designation and in accordance with the Sign Criteria for the Property, if any. Lessee agrees to submit plans and specifications for Lessee's sign(s) for Lessor's written approval within 30 days after the full execution hereof and to install such sign(s) prior to opening for business at the Premises. Lessor, at Lessee's cost, may remove any item placed, constructed or maintained in, upon or about the Premises or Property, which does not comply with this paragraph. In the event there is a pole, pylon or monument sign for the P:roperty, Lessor shall have the right, but not the obligation, to install lettering designating Lessee's business on such sign, at Lessee's expense, with Lessor's approval of location, size, style and color. All signs that are permanently attached to the Premises or Building shall become the property of Lessor at the expiration or earlier termination hereof; provided, however, that Lessee shall promptly remove all such signs if Lessor so elects, and Lessee shall promptly repair all damage caused by such removal. Lessee shall not place, construct or maintain in, upon or about the Premises any search lights, flashing lights, loudspeakers, phonographs or other visual or audio media.

35. **Termination; Merger**.

Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10

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days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**.

All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. In those express instances where consent is within the sole discretion of a party, the party shall have no obligation to adhere to a standard of reasonableness. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**.

Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**.

If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal to Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

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39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof),or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**.

Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. While Lessor does not assume any responsibility to provide any security measures or any liability for failure to provide security measures or for any inadequacy thereof, Lessor shall have the authority to institute or continue such security measures as Lessor in its sole discretion deems necessary or appropriate from time to time, the cost and expenses of which shall be considered Common Area Operating Expenses. To the degree directed by Lessor, Lessee shall coordinate its security measures at the Premises with the security measures instituted by Lessor, if any.

41. **Reservations**.

Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Intentionally Deleted.**

43. **Performance Under Protest**.

If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment **"under protest"** and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid **"under protest"** within 6 months shall be deemed to have waived its right to protest such payment.

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44. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as **"Lessee"**, each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict**.

Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer**.

Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments**.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial**.

THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT

49. **Arbitration of Disputes**.

An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certifed Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested

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by the lessee or tenant. The parties shall mutually agree on the and manner of the CASp and the cost of making correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY

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REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: CADA Offices
On: August 15, 2023.

By LESSOR:

1322 O St Investors LP,
California limited partnership

By: _____
Name: Danielle Foster
Title: President, CACDC
Address: 1522 14th St, Sac, CA 95814
Telephone: 916-322-2114
Facsimile: 916-324-6060
Federal ID No.: 85-2122901

Executed at: HCCTS
On: August 15, 2023

By LESSEE:

Highlands Community Charter and Technical Schools, a California non-profit corporation

By: _____
Name: Murdock Smith
Title: Executive Director/CEO
Address: 1333 Grand Ave., Sac, CA 95838
Telephone: 916-844-2283
Facsimile:
Federal ID No.: 46-1190967

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TRICORP GROUP

CADA SONRISA - COMMUNITY SPACE TI
1322 O STREET SACRAMENTO, CA
ESTIMATE - SUMMARY
Date: 2-8-2023

SITE SQUARE FOOTAGE	**n/a**
SITE ACREAGE	**0.00**
BUILDING SQUARE FOOTAGE	**1,250**

Description	Cost	Cost Per SF		Cost Per Stall	Cost Per Unit
TENANT IMPROVEMENTS	**$117,744**	$94.20	/SF		N/A
TOTAL IMPROVEMENTS BUDGET	**$117,744**	$94.20	/SF	N/A	N/A

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TRICORP GROUP

CADA SONRISA - COMMUNITY SPACE TI
1322 O STREET SACRAMENTO, CA
PRELIMINARY BUDGET

Non-Union

Date: 2-8-2023

BUILDING SQUARE FOOTAGE	**1,250**				
SITE SQUARE FOOTAGE	**n/a**				
	QTY	**UNIT**	**UNIT COST**	**TOTAL**	**DIV TOTAL**
DIVISION 1: GENERAL CONDITIONS					**$8,000**
Management/Supervision	1	LS	8,000.00	$8,000	
DIVISION 2: SITEWORK					**$0**
Not Used	0	LS	0.00	$0	
DIVISION 3: CONCRETE					**$0**
Concrete Cutting/Patch for Electrical - NIC - all overhead	0	SF	0.00	$0	
DIVISION 4: MASONRY					**$0**
Not Used	0	LS	0.00	$0	
DIVISION 5: METALS					**$0**
Not Used	0	Tons	0.00	$0	
DIVISION 6: WOOD AND PLASTICS					**$1,680**
Baseboard	140	LF	12.00	$1,680	
DIVISION 7: THERMAL AND MOISTURE					**$0**
Not Used	0	EA	0.00	$0	
DIVISION 8: DOORS AND WINDOWS					**$0**
Not Used	0	units	0.00	$0	
DIVISION 9: FINISHES					**$4,100**
Flooring - NIC; existing to remain	0	LS	0.00	$0	
Painting - drywall walls only	1,250	SF	3.28	$4,100	
DIVISION 10: SPECIALTIES					**$0**
Not Used	0	SF	0.00	$0	
DIVISION 11: EQUIPMENT					**$0**
Not Used	0	EA	0.00	$0	
DIVISION 12: FURNISHINGS					**$0**
Furnishings and Translucent Office Partition - by others	0	EA	0.00	$0	
DIVISION 13: SPECIAL CONSTRUCTION					**$0**
Not Used	0	SF	0.00	$0	
DIVISION 14: CONVEYING SYSTEMS					**$0**
Not Used	0	EA	0.00	$0	
DIVISION 15: MECHANICAL					**$38,000**
HVAC - package unit & ductwork/controls (one zone)	1	ls	38,000.00	$38,000	
Fire Sprinkler Systems - NIC; existing upright heads to rema	0	SF	0.00	$0	
DIVISION 16: ELECTRICAL					**$54,200**
Electrical - light fixtures - includes exposed conduit runs	1	ls	54,200.00	$54,200	
Security/Intrusion System - Not Included				$0	
Low Voltage - Not Included				$0	

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SUB TOTAL		**$105,980**	**$105,980**
INSURANCE	**1.00%**	**$1,060**	
BUILDERS RISK INSURANCE - NIC; by Owner		**$0**	
OH&P	**10.00%**	**$10,704**	
P&P BOND - NIC	**0.00%**	**$0**	
TOTAL COST		**$117,744**	
Cost per SF		**$94.20**	

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TRICORP GROUP

CADA SONRISA - COMMUNITY SPACE TI
1322 O STREET SACRAMENTO, CA
PRELIMINARY BUDGET

Date: 2-8-2023

QUALIFICATIONS

1. Proposal is based upon mutually agreed upon contract terms, conditions and clarifications
2. Proposal includes design for HVAC and Electrical; however, permit fees are to be reimbursed by Owner
3. Proposal does not include design or engineering beyond HVAC and Electrical
4. Proposal does not include utility meters, transformers or any utility fees
5. Proposal does not include any union wages - prevailing wages included
6. Proposal does not include security guard during construction
7. Proposal does not include any flooring
8. Proposal does not include access control or security
9. Proposal does not include any low voltage or data wiring, raceways, or connections
10. Proposal includes single color, single sheen for all paint at the entire space
11. Contract does not include any roofing repairs
12. Contract includes HVAC equipment for contractors specifications

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LITHONIA LIGHTING

Catalog Number	
Notes	
Type	

CPX LED

LED Lay-in Panel
2' x 2'and 2' x 4'

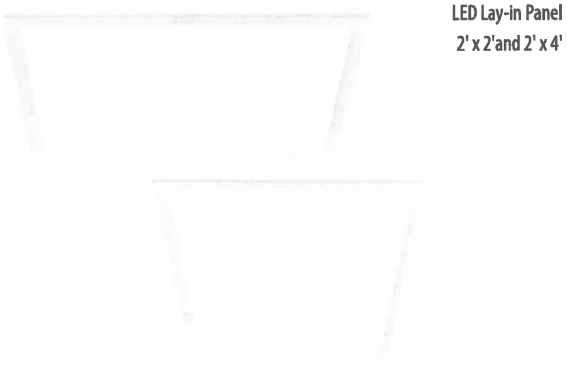

FEATURES & SPECIFICATIONS

INTENDED USE — The CPX Series LED is a low-glare panel featuring an external driver. This cost-effective, reliable flat panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores, hospitals, healthcare facilities and other commercial spaces. Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses. Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

CONSTRUCTION — The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. CPX's low-profile design provides increased installation flexibility especially in restricted plenum spaces. The back plate includes integral T-bar clips for installation into T-grid ceilings.

ELECTRICAL — Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

LISTINGS — CSA certified to meet US and Canadian standards. Damp location listed. IC rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice

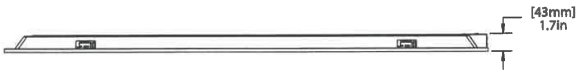

Switchable Lumens

IC RATED

ORDERING INFORMATION

Catalog Number	UPC	Description	Lumens	Color Temperature	CRI	Voltage	Wattage	Efficacy	Pallet Qty.
CPX 2X2 3200LM 35K M4	191848338537	2x2 LED Panel	3555	3500K	80	120-277	31.5		40
CPX 2X2 3200LM 40K M4	191848338650	2x2 LED Panel	3659	4000K	80	120-277	31.5		40
CPX 2X2 3200LM 50K M4	193048313642	2x2 LED Panel	3737	5000K	80	120-277	31.5		40
CPX 2X4 4000LM 35K M2	191848338490	2x4 LED Panel	4543	3500K	80	120-277	38.9		20
CPX 2X4 4000LM 40K M2	191848338506	2x4 LED Panel	4692	4000K	80	120-277	38.9		20
CPX 2X4 4000LM 50K M2	193048313680	2x4 LED Panel	4766	5000K	80	120-277	38.9		20
CPX 2X2 ALO7 SWW7 M4	193048542806	2X2 Switchable Panel	See Switchable Table	3500K/4000K/5000K	>80	120-277	See Switchable Table	See Switchable Table	40
CPX 2X4 ALO8 SWW7 M2	193048542844	2X4 Switchable Panel	See Switchable Table	3500K/4000K/5000K	>80	120-277	See Switchable Table	See Switchable Table	20
CPX 2X2 3400LM 35K UVOLT M4	193048887136	2x2 Flat Panel	3555	35	>80	120-347	32	111	40
CPX 2X2 3400LM 40K UVOLT M4	193048887150	2x2 Flat Panel	3659	40	>80	120-347	32	114	40
CPX 2X4 4300LM 35K UVOLT M2	193048887181	2x4 Flat Panel	4543	35	>80	120-347	40	113	20
CPX 2X4 4300LM 40K UVOLT M2	193048887198	2x4 Flat Panel	4692	40	>80	120-347	40	117	20

Switchable Table

Size(ft)	Nomenclature	Lumen Package	CCT	Lumen	Wattage	Efficacy
2x2	CPX 2X2 ALO7 SWW7 M4	Low Lumen	3500K	2399	19.1	125.6
			4000K	2570	18.5	138.9
			5000K	2456	19.1	128.6
		Med Lumen	3500K	3356	28.7	116.9
			4000K	3649	27.5	132.7
			5000K	3427	28.5	120.2
		High Lumen	3500K	4131	37.5	110.2
			4000K	4564	35.8	127.5
			5000K	4212	37.3	112.9
2x4	CPX 2X4 ALO8 SWW7 M2	Low Lumen	3500K	3813	28.94	131.8
			4000K	4033	28.1	143.5
			5000K	3938	28.86	136.5
		Med Lumen	3500K	4677	36.8	127.1
			4000K	5009	35.55	140.9
			5000K	4834	36.65	131.9
		High Lumen	3500K	6048	50.56	119.6
			4000K	6563	48.53	135.2
			5000K	6241	50.24	124.2

NOTES
1. ILBLP CP10 HE SD B remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.

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ACCESSORIES

Accessories: *Order as separate catalog number.*	
ILBLP CP10 HE SD B	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20[1]
DGA22	Drywall grid adapter for 2x2 recessed fixture.
DGA24	Drywall grid adapter for 2x4 recessed fixture.
2X2SMKSH	Multi-Use Surface Mount Kit 2x2, Shallow Depth
2X4SMKSH	Multi-Use Surface Mount Kit 2x4, Shallow Depth
2X2SMKSHP PAF	Multi-Use Surface Mount Kit 2X2 Post-Paint
2X4SMKSHP PAF	Multi-Use Surface Mount Kit 2X4 Post-Paint
PAC 2DNF 36	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 2X2 Panel Fixture only.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 2X2 Panel Fixture only.
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4 or 2X2 Panel Fixtures.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4 or 2X2 Panel Fixtures.
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 2X2 Panel Fixture only.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 2X2 Panel Fixture only.
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4 or 2X2 Panel Fixtures.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4 or 2X2 Panel Fixtures.

Emergency Battery Delivered Lumens
Use the formula below to determine the delivered lumens in emergency mode
Delivered Lumens = 1.25 x P x LPW
P = Output power of emergency driver (10W for PS1055)
LPW = Lumen per watt rating of the luminaire.

CPX compatible with Sensor Switch™ WSX-D and SPOD wall switches.



WSX-D



SPOD

PHOTOMETRICS

See www.lithonia.com for photometry reports.

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CPX LED Flat Panel

DIMENSIONS

Length: 23.8" 60.5cm
Width: 23.8" 60.5cm
Depth: 1.7" 4.3cm
Weight:
Unit: 9.45lbs
Unit Carton: 10.45lbs
Master Carton: 39.5lbs

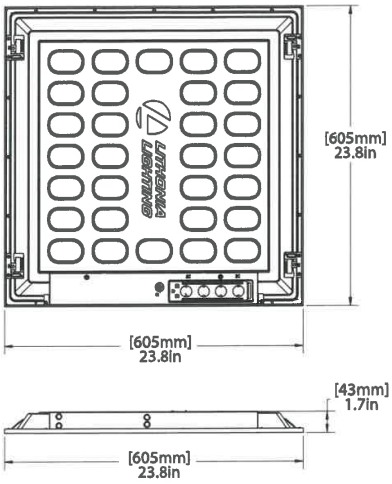

Length: 47.8 (121.4)
Width: 23.8" 60.5cm
Depth: 1.7" 4.3CM
Weight:
Unit: 17.05lbs
Unit Carton: 19.05lbs
Master Carton: 36.55lbs

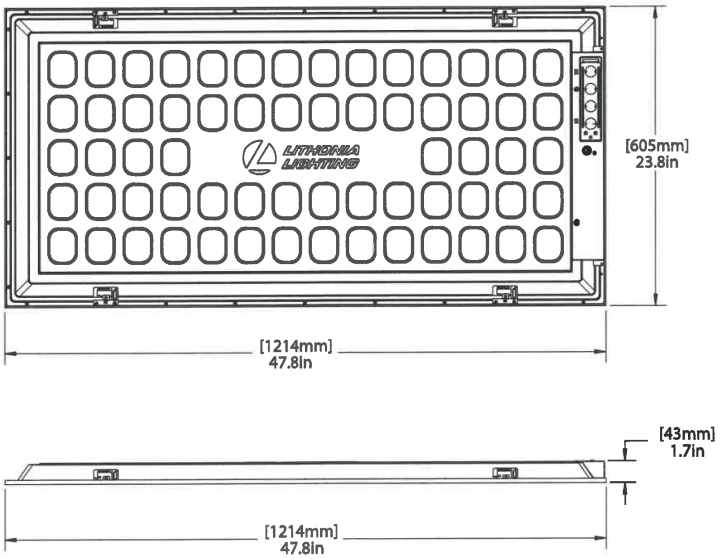

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TRICGRO-01 JAMISANDERFORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 3620 American River Drive Suite 125 Sacramento, CA 95864	CONTACT NAME: Jami Sanderford PHONE (A/C, No, Ext): (916) 971-8844 FAX (A/C, No): (916) 971-8840 E-MAIL ADDRESS: jami.sanderford@nfp.com
INSURED Tricorp Group, Inc. 2540 Warren Drive Suite A Rocklin, CA 95677	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : Trumbull Insurance Company — 27120 INSURER C : Hartford Casualty Insurance Company — 29424 INSURER D : Markel American Insurance Company — 28932 INSURER E : Crum & Forster Specialty Insurance Company — 44520 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	X	57UEAFM3018	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	57UEAFP1444	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 15,000,000
	X EXCESS LIAB CLAIMS-MADE			57RHAFP1362	4/1/2022	4/1/2023	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	57WEAZU7999	4/1/2022	4/1/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Commercial Umbrella			MKLM5EUE101257	4/1/2022	4/1/2023	2nd layer Excess	5,000,000
E	Poll/Proff LIAB			PKC-850782	4/1/2022	4/1/2023	Each Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of Insurance

CERTIFICATE HOLDER	CANCELLATION
SAMPLE CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

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undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d**) or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

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(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

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b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be
added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

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contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

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primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

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impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   - **a. (1)** Radio;
   - **(2)** Television;
   - **(3)** Billboard;
   - **(4)** Magazine;
   - **(5)** Newspaper; or
   - **b.** Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   - **a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   - **b.** An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   - **a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   - **a.** Injury;
   - **b.** Sickness; or
   - **c.** Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   - **a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
   - **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   - **c.** All other parts of the world if the injury or damage arises out of:
     - **(1)** Goods or products made or sold by you in the territory described in **a.** above;
     - **(2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
     - **(3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   - **a.** Refusal to employ that person;
   - **b.** Termination of that person's employment; or
   - **c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

   EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

   Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

   If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

   The most we will pay for "loss" to any hired "auto" is:

   (1) $100,000;

   (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

   (3) The cost of repairing or replacing the damaged or stolen property,

   whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

   We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

   This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

   Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

   Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

   "Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

   Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

   The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

   a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

      Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

      (1) Permanently installed in or upon the covered "auto";

      (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

      (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57 WEA ZU7999 **Endorsement Number:**
Effective Date: 04/01/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: TRICORP GROUP INC
2450 WARREN DR STE A
ROCKLIN CA 95677

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
Process Date: 04/01/22 **Policy Expiration Date:** 04/01/23

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent time: 02/20/2026 01:14:56 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 081 - 4350 Raley Boulevard Ste 300 (Invactive 05.31.25).pdf 082 - 1431 C St (Inactive 11.30.24).pdf 083 - 14361 Euclid Street Suite 3C & 3D (Inactive 08.15.25).pdf 085 - 560 South A Street, Suite B.pdf 086 - 1041 Lyons Avenue (Inactive 11.30.24).pdf 087 - 3600 American River Drive #280.pdf 088 - 7817 Old Auburn Road.pdf 089 - 10013 Folsom Blvd #300.pdf 3237 Peacekeeper Attachment 1.pdf 3237 Peacekeeper Attachment 2.pdf

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---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:50 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652
>
> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment
a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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3237 Peacekeeper Attachment 1.pdf

NOTICE OF TERMINATION OF TENANCY

TO: Rich Henning
133 Grand Ave.
Sacramento, CA 95838

AND ALL OTHER PERSONS OR ENTITIES IN POSSESSION

NOTICE IS HEREBY GIVEN that your tenancy on the premises located at 3202 Palm Ave. Bldg. 826, Sacramento, California 95652is terminated at the end of the thirty (30) day period following service of this Notice on you, or April 18, 2025, (date at least 30 days after notice is served), whichever is later. You must vacate the premises on or before that date or you will be guilty of unlawful detention of the premises.

This Notice is given pursuant to the provisions of section 1946 of the California Civil Code.

If you fail to deliver up possession of the premises within the 30-day period, legal proceedings will commence against you to recover possession and to recover a judgment for treble damages for each day you hold possession beyond the 30-day period.

Rent in the amount of $1,824.00 is due and payable for the period April 1, 2025, through April 18, 2025.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Dated: March 17, 2025

Wanda Thompson

Vice President of Property Management

By: Wanda Thompson
Wanda Thompson

3140 Peacekeeper
McClellan, California 95652
(916) 965-7100

cc: FEDERAL EXPRESS OVERNIGHT DELIVERY AND FIRST CLASS MAIL

3237 Peacekeeper Attachment 2.pdf

McCLELLAN PARK

March 17, 2025

Highlands Community Charter School
Attn.: Rich Henning, Director of School Services
1333 Grand Ave.
Sacramento CA 95838

Delivered Via Certified Mail and Email: rich.henning@hccts.org

RE: 30 Day Termination Notice
Building 242, 5411 Luce Ave., McClellan CA

Dear Mr. Henning:

In accordance with the lease agreement for the above referenced location, please accept this letter as Landlords 30 Day Notice to Terminate per Section 25. Please ensure the building area is fully vacated by April 16, 2025.

You are a valued tenant in the Park and we look forward to future discussions.

Best,

Jennifer Lewis
Vice President Leasing & Property Management

3140 Peacekeeper Way | McClellan, California 95652
Main: (916) 965.7100 Cell: (916) 873.3005
jlewis@mcclellanpark.com
www.McClellanPark.com

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 23, 2024

Via Electronic Mail

Thomas McNamara
2110 Broadway
Sacramento, CA 95818

Father Joseph Sebastian

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on December 1, 2023. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is November 30, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

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LEASE AGREEMENT

This Lease Agreement entered into as of December 1, 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Theresa Parish, South Lake Tahoe, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, a portion of the School Building of St. Theresa Parish, including: Classroom #1; Classroom #2; Office #1; Office #2; Teachers' Lounge; Reception Area; Conference Room aka "The Chapel"; and the Small Bathroom; all located at 1041 Lyons Avenue, South Lake Tahoe, CA, 96150; and all as further described herein and/or depicted on Exhibit A which is attached hereto (herein, the "Premises"). All other facilities at the St. Theresa Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for Five (5) years, commencing on December 1, 2023 and ending on November 30, 2028. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent as follows:

For the period December 1, 2023 through November 30, 2024, Tenant shall pay to Landlord Base Rent of Six-Thousand Dollars ($6,000.00) per month.

For the period December 1, 2024 through November 30, 2025, Tenant shall pay to Landlord Base Rent of Six-Thousand, One-Hundred, and Eighty Dollars ($6,180.00) per month.

For the period December 1, 2025 through November 30, 2026, Tenant shall pay to Landlord Base Rent of Six-Thousand, Three-Hundred, and Sixty-Five Dollars ($6,365.00) per month.

For the period December 1, 2026 through November 30, 2027, Tenant shall pay to Landlord Base Rent of Six-Thousand, Five-Hundred, and Fifty-Six Dollars ($6,556.00)

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per month.

For the period December 1, 2027 through November 30, 2028, Tenant shall pay to Landlord Base Rent of Six-Thousand, Seven-Hundred, and Fifty-Three ($6,753.00) per month.

3.2 Additional Rent.
Tenant shall be responsible to pay as additional rent, all charges for electric, gas, water, trash removal, and snow removal during the winter. To the extent that such charges for the Premises are not metered and/or billed separately by the utility provider, then Landlord and Tenant shall agree upon the allocation of such charges. Once the allocation of such charges is agreed to, then an invoice is to be presented to Tenant by the Landlord monthly, and Tenant shall pay such amounts directly to Landlord within ten (10) days of receipt.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. Tenant shall pay Additional Rent directly to Landlord within ten (10) days of receipt of invoice.

3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Twelve-Thousand Dollars (12,000.00) representing the first and last months' Base Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes, English Second Language classes for adult students, and Citizenship classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraphs 4.3 and 4.4 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

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4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of the Premises on Monday through Friday from 8:00 a.m. to 10:00 p.m.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the Men's' and Women's Restrooms.

4.4 During Tenant's hours of operation as per section 4.2 herein, Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A and ingress/egress shall be limited to that pathway depicted on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the St. Theresa Parish. Tenant shall provide a campus monitor when the parking area is being used by Tenant.

4.5 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraph 4.4 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the St. Theresa Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

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5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

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8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole; Pastor of St. Theresa Parish, South Lake Tahoe, a corporation sole; and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraphs 4.3 and 4.4 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

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9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying

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that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not require signage.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term, if any. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the

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condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any

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personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord:
Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to:
Pastor
St. Theresa Parish
1041 Lyons Ave, South Lake Tahoe, CA 96150

20.2 To Tenant:
Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

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23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Intentionally Omitted.

26.0 Intentionally Omitted

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, electricity, gas, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the

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mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibits A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole in Trust for St. Theresa Parish

Christoph R. Fraz

By: Rev. Christopher R. Frazer

Its: Vicar General

TENANT:

Highlands Charter School, Inc., a California non-for-profit corporation

11/20/23

By: Murdoch Smith

Its: Executive Director

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Pastor of St. Theresa Parish, South Lake Tahoe,
a corporation sole

11/28/23

By: Rev. Joseph Sebastian, CMI
Its: Pastor/Incumbent

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Exhibit A

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EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg, S.T.D.
Vice-Chancellor

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MUTUAL TERMINATION OF LEASE AGREEMENT

RECITALS

Whereas, City of Marysville, a municipal corporation ("City") and Highlands Community Charter Technical Schools ("Lessee") entered into a lease ("Lease"), made effective May 1, 2023, of a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Whereas, City and Lessee now mutually agree to terminate the Lease upon the terms of this agreement ("Agreement") set forth herein.

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this "Termination Agreement", and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Lessee (collectively, "Parties") hereby agree as follows:

1. **Termination of Agreement.** Effective November 30, 2024 ("Termination Date"), the Parties agree to terminate the Agreement. The Agreement shall have no force or effect after the Termination Date.

2. **Consideration**. City shall continue to receive payment equal lease payments from Lessee from December 1. 2024, through April 30, 2026, in the amount of $33,639.80.

   - City shall also have the ability to lease the Property to another lessee as of the Termination Date.
   - The Lessee will sell certain equipment (Exhibit A) to the City for $1.00 (one dollar and no cents), with the option of having it returned if the Lessee leases the Property in the future. City expressly acknowledges this option and the potential for Lessee to lease the Property in the future, subject to mutual agreement of the Parties.

3. **Effect of Termination on Agreement.** Except as expressly provided in this Agreement, the Parties acknowledge and agree that their respective rights and obligations under the Lease are terminated, aside from claims which might be the subject of indemnity obligations, which shall survive until the claims are resolved.

4. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Agreement, this Termination Agreement, and the consummation of the transactions contemplated hereby.

5. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under the Agreement to any third party. Each Party represents that the execution and delivery of this Termination Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.

6. **No Admission of Liability.** City and Lessee expressly agree and acknowledge that their entering into this Termination Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wronging with respect to the Agreement.

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7. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Termination Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Termination Agreement, and to evidence the termination of the Agreement, and to release all obligations and liabilities of the Parties thereunder.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS TERMINATION AGREEMENT AS OF THE TERMINATION DATE.

CITY OF MARYSVILLE

By: _____
JIM SCHAAD, City Manager
City of Marysville

HIGHLANDS COMMUNITY CHARTER TECHNICAL SCHOOL

By: _____
BILL MCGUIRE, Executive Director
Highlands Community Chater Technical School

ATTEST

By: _____
NADINE SIMS, City Clerk
City of Marysville

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Exhibit A
Marysville Equipment Inventory List - 11/20/24

Item Description	Purchase Cost	Purchase Date
2008 TORO 5510 Fairway Mower	$ 5,500.00	May-23
JOHN DEERE 220 E - Hybrid Mower	$ 4,690.67	May-23
JOHN DEERE 1200A	$ 22,385.79	Sep-23
BOBCAT Diesel Utility Vehicle - UV34	$ 19,917.88	May-23

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Item #08

082

MARYSVILLE 2

Date: June 20, 2023

To: Mayor and City Council

From: Dan Flores, Community Development Director
Jim Schaad, City Manager

Subject: Lease Agreement for Bryant Field

Recommendation:

Pass a Motion to approve a Lease Agreement for Bryant Field, between the City of Marysville and Highlands Community Charter School.

Background:

Highlands Community Charter School is a Public Adult Community Charter School with a strong presence in the Sacramento and San Diego Region as well as a branch located in the City of Marysville. An important component of the mission of Highlands is building legacies leading to self-sufficiency and generational change through strong community partnerships. Highlands has expressed a desire to lease Bryant Field as a training and event facility, further enhancing its partnership commitment with the City of Marysville.

Discussion and Analysis:

Highlands Community Charter School is an Adult Charter School with over 13,000 students and 30 locations throughout the State of California. Highlands has demonstrated a strong commitment and substantially invested in improving and maintaining Bryant Field. Highlands' commitment and investment have made it possible for the Marysville Drakes Baseball Team to safely play baseball on the field. The Drakes are part of a larger independent professional baseball league called the "Pecos League" with 16 teams throughout the United States including 8 teams in California. The improvements have also created a more attractive environment for other potential events at the ballpark.

Highlands recognized the benefit of training students at Bryant Field and utilizing the stadium for large events related to their school. The City created a mutually beneficial lease agreement. The lease agreement is to be effective May 1, 2023, as Highlands did some maintenance and improvements beginning on that date.

Some key terms of the lease agreement include 1) The lease is for 3 years with the option for renewal. 2) The lease rate is $2,000 per month with a 3% increase each year. 3) The Lessee (Highlands) will be solely responsible for all maintenance and City-approved improvements to the ballpark or field. 4) The Lessee is responsible for all utility expenses (water, sewer, electricity, gas) during the term of the lease. 5) The City will maintain the right to continue holding community and other reserved events at the ballpark under the terms indicated in the lease agreement. 6) All billboards, banners, and other forms of advertising including electronic billboards must be pre-approved by the City. 7) Lessee will have naming rights

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LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

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6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $2,000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

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2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

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seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

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A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

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2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the

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defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

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D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies: Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

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officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements; Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2023 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No Assignment or Sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No Release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

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used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

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SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee fail to request negotiation with the City within fifteen (15) days of the date the City notifies Lessee of its intention to negotiate to have a substitute baseball team or should the parties fail to reach an agreement within sixty (60) days of such notification, the City shall be free to negotiate with others concerning a substitute baseball team to hold baseball games at the Property. The City must approve the name of any successor team within its absolute discretion. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

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5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement: Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

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City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: Murdock Smith
Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283
murdock.smith@hccts.org

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification; Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

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13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

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23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____, its City Manager

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: 6/16/23

By: _____
Murdock Smith, its Executive Director/CEO

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Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville, CA 95901

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6/16/23

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____
its Executive Director/CEO

DATE: 06/25/2023

CITY OF MARYSVILLE

By: _____
its City Manager

ATTEST: _____
City Clerk

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LEASE AGREEMENT

This Lease Agreement entered into as of December 15, 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Family Parish, Citrus Heights, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: Four (4) classrooms; Two (2) additional rooms; the Playground; and the Grass Area; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 7817 Old Auburn Road, Citrus Heights, California 95610 (herein, the "Premises"). All other facilities at the Holy Family Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for Five (5) years, commencing on January 1, 2024 and ending on December 31, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease, Base Rent as follows:

"For the period January 1, 2024 through December 31, 2024, Tenant shall pay to Landlord Base Rent of Seven-Thousand, Two-Hundred Dollars ($7,200.00) per month.

For the period January 1, 2025 through December 31, 2025, Tenant shall pay to Landlord Base Rent of Seven-Thousand, Four-Hundred, Sixteen Dollars ($7,416.00) per month.

For the period January 1, 2026 through December 31, 2026, Tenant shall pay to Landlord Base Rent of Seven-Thousand, Six-Hundred, Thirty-Eight Dollars ($7,638.00) per month.

For the period January 1, 2027 through December 31, 2027, Tenant shall pay to Landlord Base Rent of Seven-Thousand, Eight-Hundred, Sixty-Eight Dollars ($7,868.00) per month.

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For the period January 1, 2028 through December 31, 2028, Tenant shall pay to Landlord Base Rent of Eight-Thousand, One-Hundred, Four Dollars ($8,104.00) per month.

3.2 Additional Rent. Tenant shall pay to Landlord during the term of this Lease, Additional Rent to reimburse for utility costs, as follows:

"For the period January 1, 2024 through December 31, 2024, Tenant shall pay to Landlord Additional Rent of One-Thousand Dollars ($1,000.00) per month.

For the period January 1, 2025 through December 31, 2025, Tenant shall pay to Landlord Additional Rent of One-Thousand, Thirty Dollars ($1,030.00) per month.

For the period January 1, 2026 through December 31, 2026, Tenant shall pay to Landlord Additional Rent of One-Thousand, Sixty-One Dollars ($1,061.00) per month.

For the period January 1, 2027 through December 31, 2027, Tenant shall pay to Landlord Additional Rent of One-Thousand, Ninety-Three Dollars ($1,093.00) per month.

For the period January 1, 2028 through December 31, 2028, Tenant shall pay to Landlord Additional Rent of One-Thousand, One-Hundred, Twenty-Six Dollars ($1,126.00) per month.

3.3 Payment of Base Rent and Additional Rent. Base Rent and Additional Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Seventeen Thousand, Four-Hundred, and Thirty Dollars ($17,430.00) representing the first and last months' Base Rent and Additional Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

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4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate High School Diploma classes, English Second Language classes for adult students, and Citizenship classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraph 4.3 and 4.4 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Landlord shall have access to and use of that portion of the Premises Monday through Friday from 8:00 a.m. to 10:00 p.m.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 During its hours of operation as described in paragraph 4.2 above, Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the two sets of restrooms that are identified on Exhibit A.

4.4 Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A and ingress/egress shall be limited to that depicted on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the Holy Family Parish site.

4.5 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraph 4 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the Holy Family Parish facilities at any time.

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5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

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6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord, shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, Pastor of Holy Family Parish, Citrus Heights, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

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8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraph 4 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

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10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term. Any holding over shall not constitute a renewal or extension.

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17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees,

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free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

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20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
Holy Family Parish
7817 Old Auburn Road, Citrus Heights, CA 95601

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Landscape. Tenant shall maintain the landscaped areas of the Grass Area and Playground as identified on Exhibit A.

26.0 Intentionally Omitted

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, gas, electricity, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered

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by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

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34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Rev. Christopher R. Frazer

Its: Vicar General

Pastor of Holy Family Parish, Citrus Heights,
a corporation sole

By: Rev. Enrique Alvarez

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

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Exhibit A



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EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg, S.T.D.
Vice-Chancellor

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Accounts Payable Accounts Payable <ap@hccts.org>

14361 Euclid St - Notice of Non-Renewal -30 Day Notice

1 message

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Jul 15, 2025 at 3:53 PM
To: realestate@7leavescafe.com
Cc: HCCTS Finance Team <finance@hccts.org>

Hi Son, Trung Nguyen & 7 Leaves Holding Inc,

This email is in reference to the Lease Agreement for 14361 Euclid St, Suites 3C and 3D, Garden Grove, CA that was executed on October 6th, 2023 . We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is August 15th, 2025.

Best regards,
Marques Reed

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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AIRCRE contracts

SUBLEASE FOR A SINGLE SUBLESSEE

To be used if the entire space (Premises) will be subleased by a single sublessee whether or not the space (Premises) is a single tenant building or is located in a multi-tenant building.

If therewill be one ormore sublessees sharing the space with each other and/or the lessee, whether or not the space (Premises) is a single tenant building or is located in a multi-tenant building, use the Sublease for Multiple Tenants.

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties**: This Sublease ("**Sublease**"), dated for reference purposes only September 29, 2023, is made by and between Son Trung Nguyen & 7 Leaves Holding, Inc ("**Sublessor**") and Highland Community Charter and Technical Schools ("**Sublessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2 **Premises**: That certain real property, including all improvements therein, and commonly known as (street address, city, state, zip) 14361 Euclid Street, Suite 3C and Suite 3D Garden Grove located in the County of Orange, State of CA and generally described as (describe briefly the nature of the property) two office space suites, totaling 2,880 SF. ("**Premises**").

1.3 **Term**: 1 years and 5 months commencing 10/9/2023 ("**Commencement Date**") and ending February 28, 2025 ("**Expiration Date**").

1.4 **Early Possession**: If the Premises are available Sublessee may have non-exclusive possession of the Premises commencing October 9, 2023 ("**Early Possession Date**").

1.5 **Base Rent**: $ 5,500.00 per month ("**Base Rent**"), payable on the 1st day of each month commencing October 9, 2023.

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 **Base Rent and Other Monies Paid Upon Execution**:

(a) **Base Rent**: $ 4,080.65 for the period October 9, 2023 to October 31, 2023.

(b) **Security Deposit**: $ 5,500.00 ("**Security Deposit**").

(c) **Association Fees**: $ _____ for the period _____.

(d) **Other**: $ _____ for _____.

(e) **Total Due Upon Execution of this Lease**: $ 9,580.65.

1.7 **Agreed Use:** The Premises shall be used and occupied only for office space & classroom use. and for no other purposes.

1.8 **Real Estate Brokers**:

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Sublessor's Brokerage Firm N/A

License No. _____ Is the broker of (check one): ☐ the Sublessor; or ☐ both the Sublessee and Sublessor (dual agent).

Sublessor's Agent N/A

License No. _____ Is (check one): ☐ the Sublessor's Agent (salesperson or broker associate); or ☐ both the Sublessee's Agent and the Sublessor's Agent (dual agent).

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Michael Trang, 7171 Warner Ave STE B14 Huntington Beach CA 92647
Phone: 7146006402 Fax: Michael Trang 14361 Euclid St.

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Sublessee's Brokerage Firm _____

License No. _____ Is the broker of (check one): ☐ the Sublessee; or ☐ both the Sublessee and Sublessor (dual agent).

Sublessee's Agent _____

License No. _____ Is (check one): ☐ the Sublessee's Agent (salesperson or broker associate); or ☐ both the Sublessee's Agent and the Sublessor's Agent (dual agent).

(b) **Payment to Brokers:** Upon execution and delivery of this Sublease by both Parties, Subessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.9 **Guarantor**. The obligations of the Sublessee under this Sublease shall be guaranteed by Murdock Smith, Executive Director of Highlands Community Charter School. ("Guarantor").

1.10 **Attachments**. Attached hereto are the following, all of which constitute a part of this Sublease:

☐ an Addendum consisting of Paragraphs _____ through _____ ;
☐ a plot plan depicting the Premises;
☐ a Work Letter;
☒ a copy of the master lease and any and all amendments to such lease (collectively the "**Master Lease**");
☒ other (specify): Addendum 1

2. **Premises**.

2.1 **Letting**. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Sublease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Sublessee is advised to verify the actual size prior to executing this Sublease.**

2.2 **Condition**. Sublessor shall deliver the Premises to Sublessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and any items which the Sublessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Sublessee, shall be in good operating condition on said date. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Sublessor shall, as Sublessor's sole obligation with respect to such matter, except as otherwise provided in this Sublease, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Sublessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements. If Sublessee does not give Sublessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Sublessee at Sublessee's sole cost and expense.

2.3 **Compliance**. Sublessor warrants that any improvements, alterations or utility installations made or installed by or on behalf of Sublessor to or on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances ("**Applicable Requirements**") in effect on the date that they were made or installed. Sublessor makes no warranty as to the use to which Sublessee will put the Premises or to modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Sublessee's use. **NOTE: Sublessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Sublessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Sublessor shall, except as otherwise provided, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, rectify the same.

2.4 **Acknowledgements**. Sublessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Sublessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Sublessee's intended use, (c) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Sublessor, (e) the square footage of the Premises was not material to Sublessee's decision to sublease the Premises and pay the Rent stated herein, and (f) neither Sublessor, Sublessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Sublessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Sublessee's ability to honor the Sublease or suitability to occupy the Premises, and (ii) it is Sublessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

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2.5 **Americans with Disabilities Act**. In the event that as a result of Sublessee's use, or intended use, of the Premises the Americans with Disabilities Act or any similar law requires modifications or the construction or installation of improvements in or to the Premises, Building, Project and/or Common Areas, the Parties agree that such modifications, construction or improvements shall be made at: ☐ Sublessor's expense ☒ Sublessee's expense.

3. **Possession.**

3.1 **Early Possession**. Any provision herein granting Sublessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Sublessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Sublease (including but not limited to the obligations to pay Sublessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.2 **Delay in Commencement**. Sublessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises by the Commencement Date. If, despite said efforts, Sublessor is unable to deliver possession as agreed, the rights and obligations of Sublessor and Sublessee shall be as set forth in Paragraph 3.3 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

3.3 **Sublessee Compliance**. Sublessor shall not be required to tender possession of the Premises to Sublessee until Sublessee complies with its obligation to provide evidence of insurance. Pending delivery of such evidence, Sublessee shall be required to perform all of its obligations under this Sublease from and after the Start Date, including the payment of Rent, notwithstanding Sublessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Sublessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Sublessor may elect to withhold possession until such conditions are satisfied.

4. **Rent and Other Charges**.

4.1 **Rent Defined**. All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("**Rent**"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

4.2 **Utilities**. Sublessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon.

5. **Security Deposit**. The rights and obligations of Sublessor and Sublessee as to said Security Deposit shall be as set forth in Paragraph 5 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

6. **Master Lease**.

6.1 Sublessor is the lessee of the Premises by virtue of the "**Master Lease**", wherein Euclid Business Center, LLC is the lessor, hereinafter the "**Master Lessor**".

6.2 This Sublease is and shall be at all times subject and subordinate to the Master Lease.

6.3 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

6.4 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease except for the following paragraphs which are excluded therefrom: _____

6.5 The obligations that Sublessee has assumed under paragraph 6.4 hereof are hereinafter referred to as the "**Sublessee's Assumed Obligations**". The obligations that sublessee has not assumed under paragraph 6.4 hereof are hereinafter referred to as the "**Sublessor's Remaining Obligations**".

6.6 Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

6.7 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

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6.8 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any Party to the Master Lease.

7. **Assignment of Sublease and Default.**

7.1 Sublessor hereby assigns and transfers to Master Lessor Sublessor's interest in this Sublease, subject however to the provisions of Paragraph 8.2 hereof.

7.2 Master Lessor, by executing this document, agrees that until a Default shall occur in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor shall Default in the performance of its obligations to Master Lessor then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. In the event, however, that the amount collected by Master Lessor exceeds Sublessor's obligations any such excess shall be refunded to Sublessor. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from the Sublessee, be deemed liable to Sublessee for any failure of the Sublessor to perform and comply with Sublessor's Remaining Obligations.

7.3 Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a Default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such Default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

7.4 No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

8. **Consent of Master Lessor.**

8.1 In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor then, this Sublease shall not be effective unless, within 10 days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this Subletting.

8.2 In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third parties then neither this Sublease, nor the Master Lessor's consent, shall be effective unless, within 10 days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

8.3 In the event that Master Lessor does give such consent then:

(a) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(b) The acceptance of Rent by Master Lessor from Sublessee or any one else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(c) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(d) In the event of any Default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or any one else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(e) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or any one else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event that Sublessor shall Default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other Defaults of the Sublessor under the Sublease.

(g) Unless directly contradicted by other provisions of this Sublease, the consent of Master Lessor to this Sublease shall not constitute an agreement to allow Sublessee to exercise any options which may have been granted to Sublessor in the Master Lease (see Paragraph 39.2 of the Master Lease).

8.4 The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

8.5 Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no Default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

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8.6 In the event that Sublessor Defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any Default of Sublessor described in any notice of default if Sublessee does so within the same number of days set forth in the notice of default given to Sublessor. If such Default is cured by Sublessee then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

9. **Additional Brokers Commissions**.

9.1 Sublessor agrees that if Sublessee exercises any option or right of first refusal as granted by Sublessor herein, or any option or right substantially similar thereto, either to extend the term of this Sublease, to renew this Sublease, to purchase the Premises, or to lease or purchase adjacent property which Sublessor may own or in which Sublessor has an interest, then Sublessor shall pay to Broker a fee in accordance with the schedule of Broker in effect at the time of the execution of this Sublease. Notwithstanding the foregoing, Sublessor's obligation under this Paragraph is limited to a transaction in which Sublessor is acting as a Sublessor, lessor or seller.

9.2 If a separate brokerage fee agreement is attached then Master Lessor agrees that if Sublessee shall exercise any option or right of first refusal granted to Sublessee by Master Lessor in connection with this Sublease, or any option or right substantially similar thereto, either to extend or renew the Master Lease, to purchase the Premises or any part thereof, or to lease or purchase adjacent property which Master Lessor may own or in which Master Lessor has an interest, or if Broker is the procuring cause of any other lease or sale entered into between Sublessee and Master Lessor pertaining to the Premises, any part thereof, or any adjacent property which Master Lessor owns or in which it has an interest, then as to any of said transactions, Master Lessor shall pay to Broker a fee, in cash, in accordance with the schedule attached to such brokerage fee agreement.

9.3 Any fee due from Sublessor or Master Lessor hereunder shall be due and payable upon the exercise of any option to extend or renew, upon the execution of any new lease, or, in the event of a purchase, at the close of escrow.

9.4 Any transferee of Sublessor's interest in this Sublease, or of Master Lessor's interest in the Master Lease, by accepting an assignment thereof, shall be deemed to have assumed the respective obligations of Sublessor or Master Lessor under this Paragraph 9. Broker shall be deemed to be a third-party beneficiary of this paragraph 9.

10. **Representations and Indemnities of Broker Relationships**. The Parties each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Sublease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Sublessee and Sublessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

11. **Attorney's fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Sublessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

12. **No Prior or Other Agreements; Broker Disclaimer**. This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Sublessor and Sublessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Sublease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Sublessor or Sublessee under this Sublease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Sublease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker. Signatures to this Sublease accomplished by means by electronic signature or similar technology shall be legal and binding.

13. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☐ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by

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the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS SUBLEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS SUBLEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR SUBLESSEE'S INTENDED USE.

WARNING: IF THE SUBJECT PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE SUBLEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

Executed at:	Executed at:
On: 2023-10-06	On:
By Sublessor:	**By Sublessee:**
Son Trung Nguyen	Highland Community Charter and Technical Schools
DocuSigned by:	
By: Son Nguyen	By:
Name Printed: Son Nguyen	Name Printed: Murdock Smith
Title:	Title: Executive Director
Phone: (510) 698-1014	Phone: (916) 844-2283
Fax:	Fax:
Email: real.estate@7leavescafe.com	Email: doc.smith@hccts.org
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Address: 16052 Beach Blvd #240 Huntington Beach, CA 92647	Address: 1333 Grand Ave Sacramento, CA 95838
Federal ID No.:	Federal ID No.: 46-1190967

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BROKER
N/A

Att: N/A
Title:
Address:

Phone:
Fax:
Email:
Federal ID No.:
Broker DRE License #:
Agent DRE License #:

Consent to the above Sublease is hereby given.
Executed at:
On:

By Master Lessor:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:

Federal ID No.

BROKER

Att:
Title:
Address:

Phone:
Fax:
Email:
Federal ID No.:
Broker DRE License #:
Agent DRE License #:

Executed at:
On:

By Guarantor:

By:
Name Printed: Murdock Smith
Title: Executive Director
Address: 1333 Grand Ave, Sacramento, CA 95838

By:
Name Printed: Murdock Smith
Title: Ex Dir
Address: 1333 Grand Ave, SAC CA. 95838

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ADDENDUM

Date: September 29, 2023

By and Between

Lessor: Son Trung Nguyen

Lessee: Highland Community Charter and Technical Schools

Property Address: 14361 Euclid Street, Suite 3C and Suite 3D
Garden Grove CA 92843
(street address, city, state, zip)

Paragraph _____

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

1. This Sublessee shall be and remain at all times subject and subordinate to the terms of the Master Lease (dated March 5, 2018) and Amendment to Lease Extension (dated March 18, 2019) for the property at located 14361 Euclid Street Unit 3C & 3D.

2. Sublessee accepts the property as-is. Sublessee is responsible for repair and maintenance of the space throughout the duration of the lease.

3. Sublessee will provide insurance naming "7 Leaves Euclid, Inc, 7 Leaves Holding Inc, and Son Trung Nguyen as additional insured."

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Michael Trang, 7171 Warner Ave STE B14 Huntington Beach CA 92647
Phone: 7146006402 Fax: Michael Trang 14361 Euclid St.

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Initials: 8

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Envelope Originator:
Michael Trang
7071 Warner Avenue F14
Huntington Beach, CA 92647
mike@redcoralgroup.com
IP Address: 47.181.69.172

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10/6/2023 11:46:17 AM

Holder: Michael Trang
mike@redcoralgroup.com

Location: DocuSign

Signer Events	Signature	Timestamp
Son Nguyen realestate@7leavescafe.com Security Level: Email, Account Authentication (None)	DocuSigned by: Son Nguyen 571463953C454BF...	Sent: 10/6/2023 11:52:48 AM Resent: 10/6/2023 11:53:58 AM Viewed: 10/6/2023 11:54:21 AM Signed: 10/6/2023 11:54:44 AM
	Signature Adoption: Pre-selected Style Using IP Address: 47.181.69.172	

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Editor Delivery Events	Status	Timestamp

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Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

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Michael Trang michael.trang@7leavescafe.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/6/2023 11:54:45 AM

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2023 11:52:48 AM
Envelope Updated	Security Checked	10/6/2023 11:53:57 AM
Certified Delivered	Security Checked	10/6/2023 11:54:21 AM
Signing Complete	Security Checked	10/6/2023 11:54:44 AM
Completed	Security Checked	10/6/2023 11:54:45 AM

Payment Events	Status	Timestamps

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STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease (**"Lease"**), dated for reference purposes only October 11, 2023, is made by and between Nava Law Firm ("Lessor") and Highlands Community Charter and Technical Schools ("Lessee"), (collectively the **"Parties"**, or individually a **"Party"**).

1.2(a) **Premises:** That certain portion of the Project, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state): 560 South A Street Suite B Oxnard CA (**"Premises"**). The Premises are located in the County of Ventura, and are generally described as (describe briefly the nature of the Premises and the "Project"): Approximately 3,595 Rentable square feet, herein after refered to as Suite B.

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises (**"Building"**) and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the **"Project."** (See also Paragraph 2)

1.2(b) **Parking:** 4 Reserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** 3 years and 0 months **("Original Term")** commencing January 1, 2024 **("Commencement Date")** and ending December 31, 2026 **("Expiration Date")**. (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ **("Early Possession Date")**. (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $ 5,394.00 per month **("Base Rent")**, payable on the First day of each month commencing January 1, 2024. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51

1.6 **Lessee's Share of Common Area Operating Expenses:** Fourty Four percent (44.000 %) **("Lessee's Share")**. In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $ 5,394.00 for the period January 2024.

(b) **Common Area Operating Expenses:** The current estimate for the period _____ is _____.

(c) **Security Deposit:** $ 5,722.49 **("Security Deposit")**. (See also Paragraph 5)

(d) **Other:** $ _____ for _____.

(e) **Total Due Upon Execution of this Lease:** $ 11,116.49.

1.8 **Agreed Use:** Administration / classroom space for Highlands Community Charter and Technical Schools. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the **"Insuring Party"**. (See also Paragraph 8)

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Buenger Commercial Real Estate 3600 S. Harbor Blvd Oxnard, CA 93035
Phone: (805) 985-1007 Fax: (805)725-3122 Jesus Camacho

Highland Charter

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1.10 **Real Estate Brokers**: (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Buenger Commercial Real Estate
License No. 01378022 Is the broker of (check one): ☐ the Lessor; or ☒ both the Lessee and Lessor (dual agent).
Lessor's Agent Jesus Camacho
License No. 02024505 Is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).
Lessee's Brokerage Firm _____
License No. _____ Is the broker of (check one): ☒ the Lessee; or ☐ both the Lessee and Lessor (dual agent).
Lessee's Agent _____
License No. _____ Is (check one): ☒ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers**: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Broker the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 50 through 52 ;
☐ a site plan depicting the Premises;
☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or

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Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

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2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as **"Common Area Operating Expenses"**:

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

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(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.
(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).
(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).
(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.
(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.
(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.
(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or

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electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make

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such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.**

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or an extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

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7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Payment of Premium Increases.**

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The **"Base Premium"** shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use

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possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any

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deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as

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soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.**

(a) **"Real Property Taxes."** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When

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possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

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(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach**. A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

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(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture**. Any agreement for free or abated rent or other charges, the cost of tenant improvement for lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

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14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word **"days"** as used in this Lease shall mean and refer to calendar days.

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20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence**. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice

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is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover**. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies**. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement**. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law**. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor; (c) be bound by prepayment of more than one month's rent; or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem

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necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations**. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest**. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall

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be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict**. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer**. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments**. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☒ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

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The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:
Nava Law Firm

DocuSigned by:
By: Cesar Nava 10/27/2023
FAD747823E245EA...
Name Printed: Cesar Nava
Title: Property Owner

Phone: (805) 483-2465
Fax: _____
Email: chnava@navalaw.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____

Federal ID No. _____

BROKER:
Buenger Commercial Real Estate

Att: Jesus Camacho
Title: Broker Associate
Address: 3600 South Harbor Blvd

Phone: (805) 797-5121
Fax: (805) 725-3122
Email: Jesus@BuengerInc.com
Federal ID No. _____
Broker DRE License #: 01378022
Agent DRE License #: 02024505

Executed at: _____
On: _____

By LESSEE:
Highlands Community Charter and Technical Schools

By: _____
Name Printed: Murdock Smith
Title: CEO / Executive Director

Phone: (916) 844-2283
Fax: _____
Email: doc.smith@hccts.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____

Federal ID No. _____

BROKER:

Att: _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____
Federal ID No. _____
Broker DRE License #: _____
Agent DRE License #: _____

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ADDENDUM

Date: October 9, 2023

By and Between

Lessor: Nava Law Firm

Lessee: Highlands Community Charter and Technical Schools

Property Address: 560 South A Street
Oxnard CA 93030
(street address, city, state, zip)

Paragraph 50

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

UTILITIES:

LESSEE WILL BE BILLED MONTHLY, ON A PRO-RATA BASIS FOR ELECTRICAL USAGE. LESSEE OCCUPIES 44% OF THE BUILDING AREA, AND WILL BE BILLED ACCORDINGLY.

Lessor agrees to warranty HVAC system, for six (6) months after possession, lessee agrees to contract with HVAC service provider, to service HVAC equipment for remainder of the lease.

Landlord grants exclusive use of the 4 parking spaces.

Landlord's work: Lessor agrees to install flooring in leased suite.

Signage: Lessee, at Lessee's sole cost, shall have the right to place its business sign on the Premises, provided such business sign criteria is in compliance with City of Oxnard code, and Lessor's standard sign criteria for the Premises. Lessee's sign shall be subject to Lessor's approval, which shall not be unreasonably withheld.

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ADD-1-03, Revised 10-22-2020

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Phone: (805) 985-1007 Fax: (805)725-3122 Jesus Camacho

Highland Charter

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RENT ADJUSTMENT(S)
STANDARD LEASE ADDENDUM

Dated October 11, 2023

By and Between

Lessor: Nava Law Firm

Lessee: Highlands Community Charter and Technical Schools

Property Address: 560 South A Street
Oxnard CA 93030
(street address, city, state, zip)

Paragraph 51

A. **RENT ADJUSTMENTS:**

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below:

(Check Method(s) to be Used and Fill in Appropriately)

☐ **I. Cost of Living Adjustment(s) (COLA)**

a. On (Fill in COLA Dates): _____

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area):

_____

All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the ☐ first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): _____. The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

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☐ **II. Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s)): _____

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker (**"Consultant"** - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but no limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new 'Base Month' for the purpose of calculating any further Adjustments.

☒ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
January 1, 2025	$5,555.82
January 1, 2026	$5,722.49

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OPTION(S) TO EXTEND TERM
STANDARD LEASE ADDENDUM

Dated: October 11, 2023

By and Between

Lessor: Nava Law Firm

Lessee: Highlands Community Charter and Technical Schools

Property Address: 560 South A Street
Oxnard CA 93030
(street address, city, state, zip)

Paragraph 52 **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee One (1) option(s) to extend the term of the Lease (**"Extension Option(s)"**), with each Extension Option being for a term of 36 months, commencing when the prior term expires (**"Option Term(s)"**). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least 3 but not more than 6 months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below *(check method(s) to be used and fill in appropriately)*:

☐ **I. Consumer Price Index.**

(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) (**"Option Term CPI Increase Date(s)"**) commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term **"Option TermCPI"** shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for *(select one)*: ☐ CPIW (UrbanWage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for *(fill in Urban Area)*: _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term **"Option Term Comparison CPI"** shall mean the CPI of the \calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term **"Option Term Base CPI"** shall mean the CPI of the calendar month which is 2 full months prior to *(select one)*:☐ Commencement Date of the Original Term, ☐ start of the applicable Option Term, or ☐ *(fill in month)* _____.

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☐ **II. Fixed Percentage.** During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) (**"Option Term Percentage Increase Date(s)"**) by _____ percent (_____%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

☐ **III. Fair Market Value.**

(a) During the Option Term(s) which start(s) on _____, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("FairMarket Value"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days (**"Negotiation Period"**) attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

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(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected arbitrator who shall meet the qualifications set forth herein ("**Advocate Arbitrator(s)**"). Lessor and Lessee may select an Advocate Arbitrator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Arbitrator, consult with such Party's Advocate Arbitrator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Arbitrator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Arbitrators, then such Advocate Arbitrators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral arbitrator who shall meet the qualifications set forth herein ("**Neutral Arbitrator**"). The Neutral Arbitrator shall be engaged jointly by Lessor and Lessee. If Advocate Arbitrators fail to agree upon and timely appoint a Neutral Arbitrator, then the President of AIR CRE shall appoint such Neutral Arbitrator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Arbitrator, then either Partymay file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Arbitrator.

(d) The Advocate Arbitrators and the Neutral Arbitrator ("**Arbitrator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Arbitrator shall additionally not be related to or affiliated with either Party or Advocate Arbitrator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Arbitrators shall be decided by a majority vote of the Arbitrators, with each Arbitrator having one (1) vote. The Arbitrators may, as the Arbitrators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Arbitrator, the three Arbitrators shall first reach a decision as to their own independent opinion of the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("**Arbitrators' Market Value**"), then decide which Party's Submitted Value is closer in monetary amount to the Arbitrators'Market Value ("**Selected Market Value**"), then provide the Parties a copy of the Arbitrators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Arbitrators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Arbitrators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Arbitrators decide the Selected Market Value, pay the fees and costs of all three (3) Arbitrators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the FairMarket Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Arbitrators, in deciding the Arbitrators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Arbitrators, in deciding the Arbitrators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Arbitrators, in deciding the Arbitrators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

☒ **IV. Fixed Rental Adjustment(s) ("FRA").**

Themonthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
January 1, 2027	3% over last period and annually through the option period

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☐ **V. Continuation of Original Term Adjustments.**
The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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SECOND AMENDMENT TO STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE – NNN dated July 24, 2023 ("Lease") wherein Ethan Conrad, an individual is referred to as "Lessor" and Highlands Community Charter and Technical School, a California non-profit organization, is referred to as "Lessee" with reference to the Premises located at 4350 Raley Blvd., Suite 300 Sacramento, County of Sacramento, State of California

This Second Amendment shall, in the event of a conflict, supersede any provisions as set forth in the Lease.

As an item of clarification all terms set forth in the Lease shall remain unchanged except as described herein.

All capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Lease.

ADDITIONAL PROVISIONS:

1. **LEASE TERMINATION:**

   The Lease shall be terminated effective May 31, 2025, ("Lease Termination Effective Date").

2. **SECURITY DEPOSIT:**

   The Security Deposit of $10,356.00 shall be retained by Lessee as additional consideration for the termination of the Lease as provided herein.

3. **LEASE TERMINATION PARTIAL REIMBURSEMENT:**

   During the construction of the Premises in accordance with the Lease, Lessee has paid Lessor a total of $80,962.00 in Base Rent, CAM Charges and Security Deposit for its partial use of the Premises for Storage and Warehouse purposes.

   As consideration for the partial use of the Premises, Lessor agrees to reimburse Lessee within ten (10) business days from the full execution of this Lease Amendment, the amount of $50,606.00, which is the sum of the below items:

Pre-Paid Rent and Security Deposit:	$80,962.00
Rent Balance Retained by Lessor:	($20,000.00)
Security Deposit Retained by Lessor:	($10,356.00)
Total Payment Due Lessee:	$50,606.00

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad, an individual**

By: DocuSigned by: Ethan Conrad A5A6A4EFEA9B4D3...
Ethan Conrad

Date: 06/06/2025

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter And Technical School, a California Non-profit organization**

By: Signed by: Bill McGuire 8CE05B026B45451...
William McGuire, Executive Director

Date: 06/05/2025

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4/30/2025

Grant Keeney
Ethan Conrad Properties
1300 National Drive, Suite 100
Sacramento, CA. 95834

Re: Termination of Lease – 4350 Raley Boulevard, Suite 300, Sacramento, CA

Dear Mr. Keeney,

I am writing on behalf of Highlands Community Charter and Technical Schools ("Lessee"), regarding the Lease Agreement with an effective date of 15 September 2023 for the premises located at 4350 Raley Boulevard, Suite 300, Sacramento, CA 95838 (the "Premises"), and entered into with Ethan Conrad ("Lessor").

As the parties know, Lessor has been unable to deliver possession of the Premises within 120 days of the Commencement Date. Therefore, according to Paragraph 3.3 of the Lease, "… this Lease shall terminate… ." Further, having not received the benefit of its bargain, Lessee requests a refund of rents it has paid including its security deposit.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Please confirm receipt of this notice and advise of any administrative steps necessary to finalize this matter.

If you have any questions, please do not hesitate to contact me at (916) 937-1719.

Sincerely,

Matthew Lemos, Chief Business Official

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STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only July 24, 2023, is made by and between Ethan Conrad, an individual ("**Lessor**") and Highlands Community Charter and Technical School, a California non-profit organization ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 4350 Raley Boulevard, Suite 300, Sacramento, CA 95838 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the Premises and the "Project"): 10,751 SF warehouse space and 779 SF of office space, totaling approximately 11,530 SF. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** 21 unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** five (5) years and two (2) months ("**Original Term**") commencing September 15, 2023 ("**Commencement Date**") and ending November 14, 2028 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon mutual lease execution ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $8,852.00 per month ("**Base Rent**"), payable on the first day of each month commencing November 15, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Common Area Operating Expenses:** twenty-six and sixty-nine hundredths percent (26.69 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $8,852.00 for the period November 15, 2023 - December 14, 2023.

(b) **Common Area Operating Expenses:** The current estimate for the period November 15, 2023 - December 14, 2023 is $1,268.00.

(c) **Security Deposit:** $10,356.00 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $20,476.00.

1.8 **Agreed Use**: Typical warehouse and office use for a facilities maintenance team primarily storing equipment and vehicles. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation**: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Ethan Conrad Properties, Inc. License No. 01298662 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Connor Finch License No. 02083873 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Ethan Conrad Properties, Inc. License No. 01298662 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Grant Keeney License No. 00891996 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of -- or -- % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 53;
☑ a site plan depicting the Premises;
☑ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____.

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6

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months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

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3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

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3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "**Common Area Operating Expenses**" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge to compensate Lessor for additional time and expenses incurred in handling the dishonored payment and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall bear interest or be considered prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

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6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for

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Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor ~~not earlier than 90 and not later than 30 days~~ prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to

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be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees . If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such

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event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

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(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

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(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. In the event Lessee requests Lessor be responsible for negotiating the entire assignment or subletting including drafting all agreements and obtaining financial information, the fee is $2,000. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, (ii) to provide reasonable evidence of insurance or surety bond, or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where

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possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Lessor and Lessee agree that the damages to be incurred by the Lessor in the event of Lessee's default of the Lease would be difficult or impossible to calculate and the parties therefore intend to provide by the foregoing for liquidated damages and not a penalty and agree that the sum provided is a reasonable pre-estimate of the probable loss. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was~~

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~~executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by

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agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

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35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the

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arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:
On: 08/10/2023

By LESSOR:
Ethan Conrad, an individual

By: DocuSigned by: Ethan Conrad A5A6A4EFFA9B4D3...
Name Printed: Ethan Conrad
Title:
Phone: 916.779.1000
Fax: 916-779-1200
Email: ethan@ethanconradprop.com

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address: 1300 National Dr. #100 Sacramento, CA. 95834
Federal ID No.:

Executed at:
On: 08/04/2023

By LESSEE:
Highlands Community Charter and Technical School, a California non-profit organization

By: DocuSigned by: Doc Smith 6AA7C3E2A596490...
Name Printed: Murdock Smith
Title: Executive Director
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address: 4350 Raley Boulevard, Suite 300, Sacramento , CA 95838
Federal ID No.:

BROKER
Ethan Conrad Properties, Inc.

Attn: Connor Finch
Title: Vice President

Address: 1300 National Dr, Suite 100, Sacramento
Phone: 831.233.4583
Fax: 916.779.1200
Email: connor@ethanconradprop.com
Federal ID No.:
Broker DRE License #: 01298662
Agent DRE License #: 02083873

BROKER
Ethan Conrad Properties, Inc.

Attn: Grant Keeney
Title: Senior Vice President

Address: 1300 National Dr. Suite 100 Sacramento, CA 95834
Phone: 916-600-0504
Fax: 916.779.1200
Email: grant@ethanconradprop.com
Federal ID No.:
Broker DRE License #: 01298662
Agent DRE License #: 00891996

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INITIALS

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ADDENDUM TO STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NNN
dated July 24, 2023,
wherein Ethan Conrad, an individual is referred to as "Lessor"
and Highlands Community Charter and Technical School, a California non-profit organization, is referred to as "Lessee"
with reference to the Premises located at 4350 Raley Blvd., Suite 300
Sacramento, County of Sacramento, State of California

This Addendum shall, in the event of a conflict, supersede any provisions as set forth in the Lease.

As an item of clarification all terms set forth in the Lease shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

All capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Lease.

ADDITIONAL PROVISIONS:

50. MONTHLY BASE RENT SCHEDULE:

September 15, 2023 – November 14, 2023:	Free
November 15, 2023 – October 31, 2024:	$8,852.00
November 1, 2024 – October 31, 2025:	$9,206.00
November 1, 2025 – October 31, 2026:	$9,574.00
November 1, 2026 – October 31, 2027:	$9,957.00
November 1, 2027 – November 14, 2028:	$10,356.00

In addition to the above-described Base Monthly Rent, Lessee shall pay to Lessor Lessee's Share of Common Area Operating Expenses (which as of Lease execution are currently estimated to be $1,268.00 per month) commencing on November 15, 2023, and on a monthly basis on the first of each month throughout the Term of this Lease.

51. BUILDING SIGNAGE:

Lessee shall have the right to install one sign on the building above the storefront entry within the city's signage criteria. Lessee shall obtain Lessor's prior consent as to the appearance of Lessee's signage before installing such. Except for the aforementioned building sign, Lessee shall not place any signs which are visible from the exterior of the Premises without Lessor's prior written consent, which will not be unreasonably withheld. For further clarity, this includes all "window signage" that can be seen from the exterior of the Premises. In the event that Lessee violates any of these provisions, Lessor will have the right to remove such non-approved signage and dispose of such without prior notice.

52. EARLY POSSESSION:

In reference to section 1.4 of this Lease, Lessee shall enjoy free Early Possession of the warehouse portion of the Premises for storage purposes only, provided that Lessee does not materially interfere with Lessor's Work as described below. Early Possession is subject only to Lessor's advance receipt of (i) Lessee's required insurance obligation and (ii) funds due per Section 1.7(e) of the Lease. Lessee shall comply with all terms and conditions of the Lease, however Lessee will not pay Rent or any other amounts.

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53. LESSOR'S WORK

Lessor, at Lessor's expense, shall substantially complete the below items within forty-five (45) business days of mutual Lease execution.

The below lettered items correspond to the lettered items on the attached Exhibit A:

A. Demolish and remove fixtures, flooring and partition walls from the "L" shaped restroom and scrape concrete clean.
B. Remove existing floorings and install sheet vinyl in the two restrooms to remain and install LVT in the new breakroom.
C. Replace three (3) existing toilets.
D. Update single use restroom furthest from office to be fully ADA compliant.
E. Paint all restroom and office walls with Conrad White paint.
F. Install broadloom carpet and base in the office and reception area and new office. Lessor to provide three (3) carpet flooring samples within four (4) business days of a mutually agreed upon lease. Lessee is to provide carpet flooring selection within three (3) business days from receipt of samples from the lessor.
G. Replace two (2) doors and frames for the restrooms.
H. Cap the roof penetration in warehouse.
I. Remove paint from the warehouse floor in the approximately 3,000 square foot area.
J. Install lower cabinets and countertop (approx. 4' x 2') with sink to create breakroom. Remove existing sink and toilet, cap plumbing.
K. Remove both doors/frames from the small restroom nearest the office. Fill in the opening to the office. Widen the opening to the warehouse by 2'.
L. Construct 20'x12' office with new door and frame with large sidelight similar design as the existing doors and frames.
M. Install four (4) LED lights in new office, switch and two (2) duplex outlets.
N. Install new ducting, returns and supplies for new office HVAC.

AGREED AND ACCEPTED:
Lessor: Ethan Conrad

DocuSigned by:
By: Ethan Conrad
A5A6A4EFEA9B4D3...
Ethan Conrad

Date: 08/10/2023

AGREED AND ACCEPTED:
Lessee: Highlands Community Charter and Technical School, a California Non-profit organization

DocuSigned by:
By: Doc Smith
6AA7C3E2A596498...
Murdock Smith, Executive Director

Date: 08/04/2023

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EXHIBIT A

PREMISES

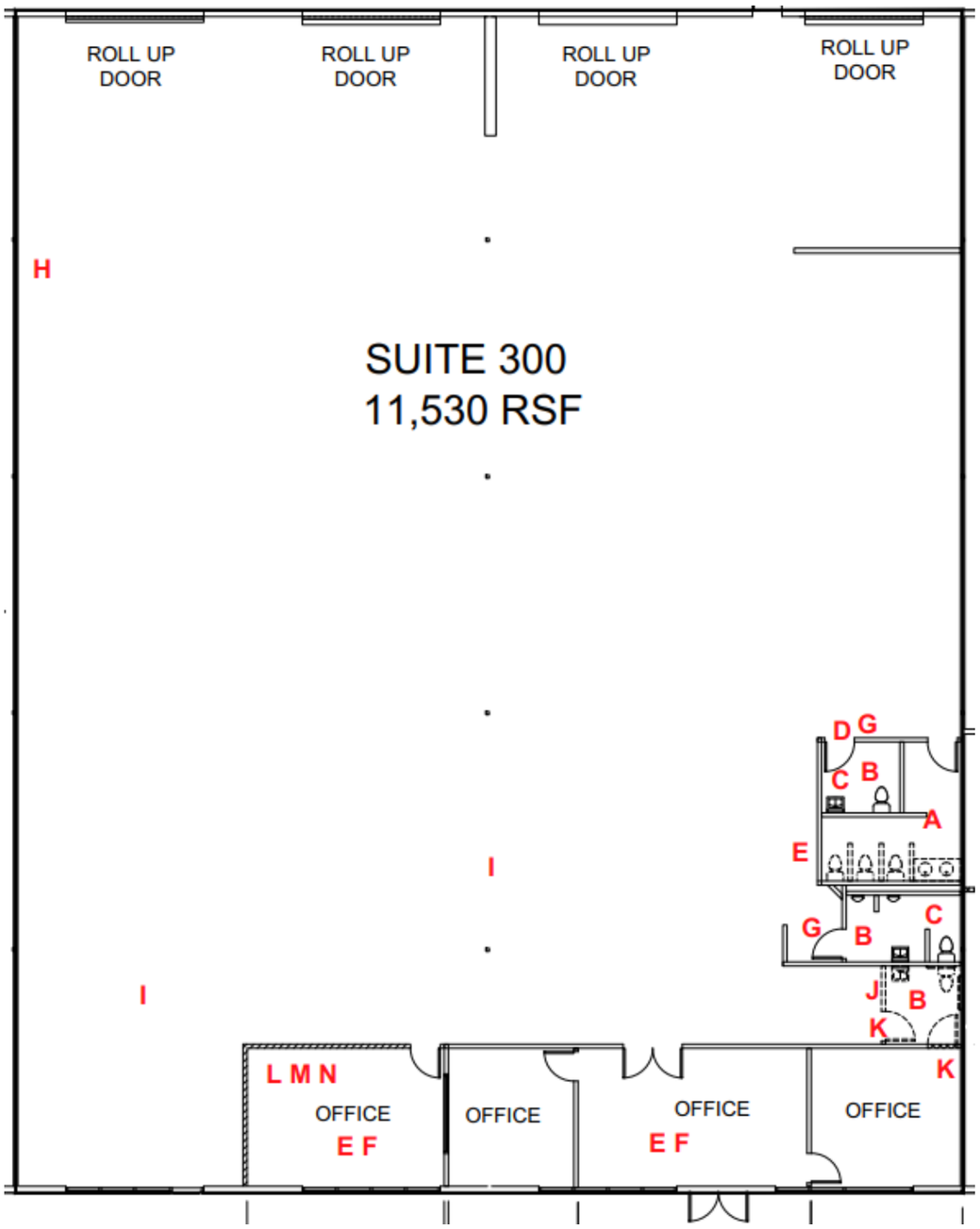

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EXHIBIT B

SITE MAP

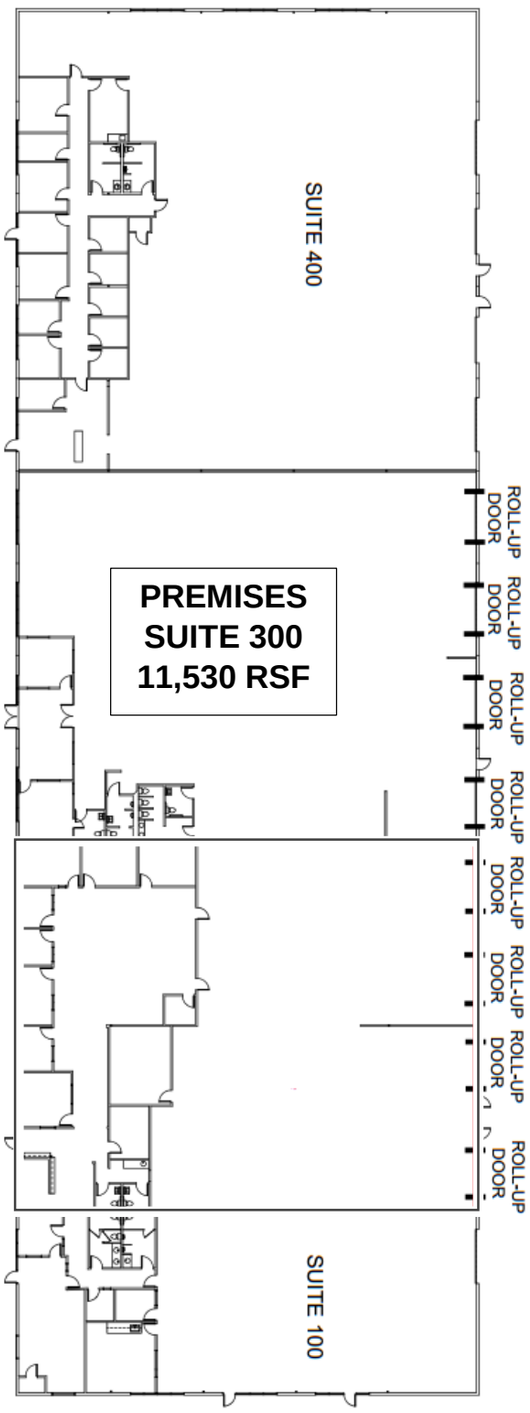

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STANDARD COMMERCIAL

MULTI-TENANT LEASE

GROSS

between

Buzz Oates Development, L.P., a California limited partnership, and **Buzz Oates LLC**, a California limited liability company

as "Landlord"

and

Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation

as "Tenant"

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STANDARD COMMERCIAL MULTI-TENANT LEASE -- GROSS
Buzz Oates Management Services

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease (**"Lease"**), dated for reference purposes only **November 4, 2024**, is made by and between **Buzz Oates LLC**, a California limited liability company, and **Buzz Oates Development, L.P.**, a California limited partnership (collectively, **"Landlord"**) and **Highlands Community Charter and Technical Schools**, a California nonprofit public benefit corporation (**"Tenant"**), (collectively the **"Parties,"** or individually a **"Party"**).

1.2(a) Premises: Suite 300 containing approximately 36,266 square feet of space, inand all improvements therein or to be provided by Landlord under the terms of this Lease, which Suite is a portion of "Building" containing approximately 47,222 square feet commonly known by the street address of 10013 Folsom Boulevard, located in the City and County of Sacramento, State of California, with zip code 95827, as outlined on **Exhibit A** attached hereto. In addition to Tenant's rights to use and occupy the Premises as hereinafter specified, Tenant shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the Building, utility and equipment rooms, structures and/or buildings, or to any other buildings in the Center (as defined below).

1.2(b) Center: Collectively, the Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, as depicted on **Exhibit A-1**. (Also see Paragraph 2.)

1.2(c) Parking: Pro rata share of vehicle parking spaces available to the Center, generally depicted on **Exhibit A-1** (the **"Parking Spaces"**). (Also see Paragraph 2.6.)

1.3 Term:

(a) Original Term: Six (6) years and six (6) months, commencing **January 1, 2025** (the "**Commencement Date"**), and ending on the date which is seventy-eight (78) months after the Commencement Date **("Expiration Date")**. (Also see Paragraph 3.)

Expiration Date: 06.30.2031

(b) Option(s) to Extend: See Paragraph 58 below.

1.4 Early Possession: Commencing upon mutual execution of this Lease, conditioned upon receipt by Landlord of the amounts set forth in Paragraph 1.6(a) and 1.7 below, together with proof of insurance required pursuant to Paragraph 8 below (the "**Early Possession Date"**), and ending on the Commencement Date (**"Early Possession Period"**). Landlord currently anticipates that the Early Possession Date will occur three (3) days following mutual execution of this Lease (the **"Target Early Possession Date"**). (Also see Paragraphs 3.2 and 3.3.)

1.5 Base Rent: Subject to proration and the other terms of Paragraph 4.1 below, the Base Rent set forth in the schedule below is payable on the first day of each month commencing on the Commencement Date.

Month 1 paid with Security Deposit

Months 1 – 12	$36,266.00 per month
Months 13 – 24	$37,354.00 per month
Months 25 – 36	$38,475.00 per month
Months 37 – 48	$39,629.00 per month
Months 49 – 60	$40,818.00 per month
Months 61 – 72	$42,042.00 per month
Months 73 – 78	$43,304.00 per month

1.6(a) Base Rent Due Upon Execution: $36,266.00 as Base Rent for the first month that Base Rent is due.

1.6(b) Payment of Rent:

To Account: MLO & BOD Goethe Rd Venture
(Buzz Oates LLC and Buzz Oates Development, L.P.)
555 Capitol Mall, Suite 900
Sacramento, CA 95814
Acct #: 158300268907

Bank Information: US Bank
ABA Routing: 122235821

Reference: Highlands Community & 10013FOL

1.7 Security Deposit: $43,304.00 (**"Security Deposit"**). The Security Deposit shall at all times equal the amount of Base Rent for the last month of the Term. In accordance with the terms of the Existing Lease (as that term is defined in Paragraph 62 below) Landlord currently holds a security deposit in the amount of $8,987.00 (the **"Existing Security Deposit"**). Tenant shall deposit with Landlord upon execution hereof the amount of $34,317.00. If Tenant performs all of Tenant's obligations under the Existing Lease, the Existing Security Deposit or so much thereof that has not been applied by Landlord, shall be applied by Landlord toward the amount of the Security Deposit remaining due and payable by Tenant in the amount of $8,897.00. If after application of the Existing Security Deposit, or so much thereof that has not been applied by Landlord, toward the Security Deposit there remains a balance due to Landlord such remaining balance shall be due and payable to Landlord within ten (10) days of Tenant's receipt of written request from Landlord for such amount. (Also see Paragraph 5.)

1.8 Permitted Use: Operation of a public charter school providing education for adults, 22 years of age and older, to learn English, earn a high school diploma, receive technical job training and/or take citizenship classes, but excluding any use which is prohibited under Paragraph 6.1 below (**"Permitted Use"**). (Also see Paragraph 6.)

1.9 Insuring Party: Landlord is the "Insuring Party." (Also see Paragraph 8.)

1.10(a) Real Estate Brokers: The following real estate broker(s) (collectively, the **"Brokers"**) and brokerage relationships exist in this transaction and are consented to by the Parties:
Buzz Oates Real Estate represents Landlord exclusively (**"Landlord's Broker"**);
GQ North Enterprises, Inc., represents both Landlord and Tenant (**"Dual Agency"**). (Also see Paragraph 15.)

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1.10(b) Payment to Brokers: Landlord shall pay to said Broker(s) jointly, or in such separate shares as they may mutually designate in writing, a fee as set forth in a separate written agreement between Landlord and said Broker(s).

1.10(c) Broker Disclosures and Representations: Tenant acknowledges receipt of the Broker Disclosures and Representations attached hereto as **Exhibit C** and made a part hereof. Landlord and Tenant acknowledge and agree that the provisions of the Broker Disclosures and Representations shall not modify or amend Landlord's and Tenant's rights and obligations under this Lease, nor create any rights or obligations for the Brokers.

1.11 Intentionally Deleted.

1.12 Exhibits: Attached hereto are Exhibits A through D, all of which constitute a part of this Lease.

2. Premises, Parking and Common Areas.

2.1 Letting. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the Term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of square footage set forth in this Lease, or that may have been used in calculating rental is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to revision whether or not the actual square footage is more or less.

2.2 Condition. Landlord shall deliver the Premises to Tenant broom clean and free of debris on the Commencement Date and warrants to Tenant that the existing plumbing, electrical systems, fire sprinkler system, lighting, air conditioning and heating systems and loading doors, if any, in the Premises, other than those constructed by Tenant, shall be in good operating condition on the Commencement Date. If a non-compliance with said warranty exists as of the Commencement Date, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant setting forth with specificity the nature and extent of such non-compliance, rectify same at Landlord's expense. If Tenant does not give Landlord written notice of a non-compliance with this warranty within thirty (30) days after the Commencement Date, correction of that non-compliance shall be the obligation of Tenant at Tenant's sole cost and expense. Provided, however, notwithstanding the preceding sentence, during the first twenty-four (24) months of the Lease Term, Landlord shall warrant the heating, air conditioning and ventilation system against defects and agrees to make any necessary major repairs (i.e. exceeding $5,000.00) or the replacement of the heating, air conditioning and ventilation system for the Premises, that is not the result of Tenant's failure to perform Tenant's preventative maintenance obligations under Paragraph 7.1 below or are the result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, contractors, licensees or invitees. Notwithstanding anything in this Paragraph 2.2 to the contrary, Landlord does not warrant the fitness of the floor slab in the Premises for applying floor sealer, or otherwise for any specific floor requirements of Tenant. (For example, soil conditions may cause moisture to be present under the concrete slab or migrate through the slab, which may affect the sealer's performance.) Landlord shall have no liability for the failure of any sealant or other product applied to the floor slab.

2.3 Compliance with Covenants, Restrictions and Building Codes. Landlord warrants to Tenant that Landlord has no knowledge of any claim having been made by any governmental agency that a violation or violations of any applicable covenants or restrictions of record, applicable building codes, regulations, or ordinances exist with regard to the Premises as of the Commencement Date. Said warranties shall not apply to any Alterations or Utility Installations (defined in Paragraph 7.3(a)) made or to be made by Tenant. If the Premises do not comply with said warranties, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant given within six (6) months following the Commencement Date and setting forth with specificity the nature and extent of such non-compliance, take such action, at Landlord's expense, as may be reasonable or appropriate to rectify the non-compliance. Landlord makes no warranty that the Permitted Use in Paragraph 1.8 is permitted for the Premises under Applicable Laws (as defined in Paragraph 2.4). If any governmental authority should require any additional improvements, permits or approvals, under the Americans with Disabilities Act of 1990 or otherwise, due to Tenant's or its subtenants, employees, customers, or invitees, particular use, change in use or alterations or improvements requested or performed by Tenant, other than those improvements which are stated in this Lease, and other than requirements generally for buildings of this type, including without limitation, additional fire protection equipment or flow capacity, use permits, or zoning variances, such improvements or changes to the Premises shall be made at Tenant's sole expense.

2.4 Acceptance of Premises. Tenant hereby acknowledges: (a) that it has been advised by the Broker(s) to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical and fire sprinkler systems, security, environmental aspects, seismic and earthquake requirements), and compliance of the Premises with the Americans with Disabilities Act and applicable zoning, municipal, county, state and federal laws, ordinances and regulations and any covenants or restrictions of record (collectively, **"Applicable Laws"**), and the present and future suitability of the Premises for Tenant's intended use; (b) that Tenant has made such investigation as it deems necessary with reference to such matters, is satisfied with reference thereto, and assumes all responsibility therefore as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (c) that neither Landlord, nor any of Landlord's agents, has made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease.

2.5 Tenant as Prior Owner/Occupant. The warranties made by Landlord in this Paragraph 2 shall be of no force or effect if immediately prior to the date set forth in Paragraph 1.1 Tenant was the owner or occupant of the Premises. In such event, Tenant shall, at Tenant's sole cost and expense, correct any non-compliance of the Premises with said warranties.

2.6 Vehicle Parking; Prohibition of Outside Storage. Tenant shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(c) on those portions of the Common Areas designated from time to time by Landlord for parking. Tenant shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Vehicles other than Permitted Size Vehicles shall be parked and loaded or unloaded as directed by Landlord in the Rules and Regulations (as defined in Paragraph 35) issued by Landlord. (Also see Paragraph 2.9.)

(a) Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

(b) If Tenant permits or allows any of the prohibited activities described in this Paragraph 2.6, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

(c) Outside storage is strictly prohibited in the Common Areas. Parking areas, loading zones, and vacant property adjoining the Premises (together with any areas of the Center in which Tenant's employees, agents, or invitees park vehicles or otherwise congregate) are to be kept vacant and clean by Tenant. Landlord shall give Tenant seventy-two (72) hours written notice of the need to clean up or remedy any condition which may originate during the Term. In the event Tenant violates

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this provision and such violation continues for three (3) days after written notice to Tenant (or at any time with or without notice, if such failures endanger public health or safety), Landlord may remediate the condition and charge Tenant the cost thereof. Tenant shall not display or sell merchandise or allow carts, tables, portable signs, devices, or any other objects to be stored, displayed or to remain outside the defined exterior walls, roof or permanent doorways of the Premises, or in Building hallways, parking areas or sidewalks.

2.7 Common Areas - Definition. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Center and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways and landscaped areas.

2.8 Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Landlord shall have the right, without notice and in addition to such other rights and remedies that it may have, to remove the property and charge the cost of such removal to Tenant, which cost shall be immediately payable upon demand as additional rent.

2.9 Common Areas - Rules and Regulations. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable, non-discriminatory Rules and Regulations with respect thereto in accordance with Paragraph 35. Tenant agrees to abide by and conform to all such Rules and Regulations, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Center.

2.10 Common Areas - Changes. Provided that there is no material interference with Tenant's normal business operations, Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Center to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Center, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Center as Landlord may, in its sole discretion, deem to be appropriate.

3. Term.

3.1 Generally. Subject to the terms of Paragraph 3.3 below, the Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3. The Original Term and any extension thereof (if any) shall be referred to herein as the **"Term."**

3.2 Early Possession. The obligation to pay Base Rent shall be abated for the Early Possession Period (as that term is defined in Paragraph 1.4 above). All other terms of this Lease, however, (including but not limited to the obligation to carry the insurance required by Paragraph 8) shall be in effect during the Early Possession Period. The Early Possession Period shall not affect nor advance the Expiration Date of the Original Term.

3.3 Delay In Possession. If for any reason Landlord cannot deliver possession of the Premises to Tenant by the Commencement Date, and such delivery delay is not due to a Tenant Delay, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease, or the obligations of Tenant hereunder, or extend the Term, but in such case, Tenant shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Tenant under the terms of this Lease until Landlord delivers possession of the Premises to Tenant. If possession of the Premises is not delivered to Tenant within ninety (90) days after the Commencement Date, Tenant may, at its option, by notice in writing to Landlord within ten (10) days after the end of said ninety (90) day period, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder; provided further, however, that if such written notice of Tenant is not received by Landlord within said ten (10) day period, Tenant's right to cancel this Lease hereunder shall terminate and be of no further force or effect. Except as may be otherwise provided, and regardless of when the original Term actually commences, if possession is not tendered to Tenant when required by this Lease and Tenant does not terminate this Lease, as aforesaid, the period free of the obligation to pay Base Rent, if any, that Tenant would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to the period during which the Tenant would have otherwise enjoyed under the terms hereof, but minus any days of delay caused by the acts, changes or omissions of Tenant. "Tenant Delay" means any act or omission of Tenant or its agents, employees, vendors or contractors that actually delays the Commencement Date, including, without limitation: (1) Tenant's failure to furnish information or approvals within any time period specified in this Lease; (2) Tenant's selection of equipment or materials that have long lead times; (3) changes requested or made by Tenant to previously approved plans and specifications; (4) performance of work in the Premises by Tenant or Tenant's contractor(s); or (5) delays occasioned by Tenant's failure to obtain a racking or high pile storage permit.

4. Rent.

4.1 Base Rent. Tenant shall pay Base Rent and other rent or charges, as the same may be adjusted from time to time, to Landlord in lawful money of the United States, without demand, offset or deduction, on or before the day on which it is due under the terms of this Lease. Base Rent and all other rent and charges for any period during the term hereof which is for less than one full month shall be prorated based upon the actual number of days of the month involved. Payment of Base Rent and other charges to be made by Tenant to Landlord (or to such other persons or at such addresses as Landlord may from time to time designate in writing to Tenant) shall be made by Electronic Fund Transfer (**"EFT"**) or Automated Clearing House (**"ACH"**) in accordance with the information provided in 1.6(b) above.

4.2 Intentionally Deleted.

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4.3 Rent Defined. All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be rent.

4.4 No "Key Money." Tenant agrees that Tenant's obligation to pay all sums owing under this Lease (including, without limitation, any sum payable prior to the Commencement Date, such as Base Rent paid upon execution pursuant to Subparagraph 1.6(a), or any Security Deposit under Paragraph 1.7, or any sum payable thereafter, such as Base Rent under Paragraph 1.5, or Landlord's costs and expenses incurred in connection with any proposed assignment or subletting pursuant to Subparagraph 12.2(e)) are clearly stated and are not violative of California Civil Code section 1950.8, and Tenant hereby waives the benefit of California Civil Code section 1950.8 and any similar or successor statute, judicial decision or other law that would allow Tenant to challenge Tenant's obligation to pay such sums on the basis that such sums constitute "key money" or other unlawful payments to Landlord.

4.5 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any ground lease, mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant (other than interest and attorneys' fees and costs). Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default or Breach with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Base Rent, then notwithstanding Paragraph 4.1 or any other provision of this Lease to the contrary, Base Rent shall, at Landlord's option, become due and payable quarterly in advance.

4.6 Interest on Past-Due Obligations. Any monetary payment due Landlord hereunder, other than late charges, not received by Landlord within ten (10) days following the date on which it was due, shall bear interest from the date due at the prime rate charged by Bank of America, plus four percent (4%) per annum, but not exceeding the maximum rate allowed by law, in addition to the potential late charge provided for in Paragraph 4.5. Acceptance of any late charge and/or interest shall not constitute a waiver of Tenant's Default or Breach with respect to the overdue sum or prevent Landlord from exercising any of its other rights and remedies under this Lease.

5. Security Deposit. Tenant shall deposit with Landlord upon execution hereof the Security Deposit set forth in Paragraph 1.7 of the Basic Provisions as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said Security Deposit for the payment of any rent or other charge in default for the payment of any other sum to which Landlord may become obligated by reason of Tenant's Default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said Security Deposit, Tenant shall within ten (10) days after written demand therefore deposit cash with Landlord in an amount sufficient to restore said Security Deposit to the full amount then required of Tenant. If the monthly Base Rent shall, from time to time, increase during the Term, Tenant shall, at the time of such increase, deposit with Landlord additional money as a Security Deposit so that the total amount of the Security Deposit held by Landlord shall at all times be equal to the amount of Base Rent for the last month of the Term. Landlord shall not be required to keep said Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, said Security Deposit, or so much thereof as has not heretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the Term, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said Security Deposit. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant, or to clean the Premises.

6. Use; Hazardous Substances; Applicable Requirements.

6.1 Permitted Use.

(a) Tenant shall use and occupy the Premises only for the Permitted Use set forth in Paragraph 1.8 and for no other purpose. Tenant shall not use or permit the use of the Premises in a manner that is unlawful (under either federal, state or local law), creates waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to the Premises, the Building, the Center, or neighboring premises or properties. Notwithstanding anything to the contrary in this Lease, the Premises shall not be used for the cultivation, storage, distribution or sale of marijuana, or as a cash security or storage serving any marijuana dispensary or other business serving any marijuana dispensary in more than an insignificant manner. Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent. Notwithstanding anything to the contrary in this Lease, Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent.

(b) Landlord hereby agrees to not unreasonably withhold or delay its consent to any written request by Tenant, Tenant's assignees or subtenants, and by prospective assignees and subtenants of Tenant, its assignees and subtenants, for a modification of said Permitted Use, so long as the same will not impair the structural integrity of the improvements on the Premises or in the Building or the mechanical or electrical systems therein, does not conflict with uses by other tenants, is not significantly more burdensome to the Premises, the Building or the Center and the improvements thereon, does not violate the terms of Landlord's financing documents and agreements (if any), and is otherwise permissible pursuant to this Paragraph 6. If Landlord elects to withhold such consent, Landlord shall within five (5) business days after such request give a written notification of same, which notice shall include an explanation of Landlord's reasonable objections to the change in use.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term **"Hazardous Substance"** as used in this Lease shall mean any substance: (i) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant or contaminant under any governmental statute, code, ordinance, regulation, rule or order, and any amendment thereto, including for example only the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., or (ii) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation. Tenant shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Paragraph 6.3). **"Reportable Use"** shall mean (i) the installation or use of any above

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or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Laws require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but upon notice to Landlord and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Premises or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion deems necessary to protect itself, the public, the Premises, the Building, the Center and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasement) and/or the deposit of an additional Security Deposit under Paragraph 5 hereof.

(b) Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, the Building or the Center, other than as previously consented to by Landlord, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including but not limited to all such documents as may be involved in any Reportable Use involving the Premises. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system), the Building and/or the Center.

(c) Indemnification. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant or by anyone under Tenant's control. Tenant's obligations under this Paragraph 6.2(c) shall include, but not be limited to, the effects of any contamination or injury to any person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

(d) Hazardous Substance Conditions. In the event of an occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises (a **"Hazardous Substance Condition"**), unless Tenant is legally responsible therefore (in which case Tenant shall make the investigation and remediation thereof required by Applicable Requirements and this Lease shall continue in full force and effect, but subject to Landlord's rights under Paragraph 6.2(c) and Paragraph 13), Landlord may, at Landlord's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to investigate and remediate such condition exceeds twelve (12) times the then monthly Base Rent or $100,000 whichever is greater, give written notice to Tenant within thirty (30) days after receipt by Landlord of knowledge of the occurrence of such Hazardous Substance Condition of Landlord's desire to terminate this Lease as of the date sixty (60) days following the date of such notice. In the event Landlord elects to give such notice of Landlord's intention to terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's commitment to pay for the excess costs of (a) investigation and remediation of such Hazardous Substance Condition to the extent required by Applicable Requirements, over (b) an amount equal to twelve (12) times the then monthly Base Rent or $100,000, whichever is greater. Tenant shall provide Landlord with the funds required of Tenant or satisfactory assurance thereof within thirty (30) days following said commitment by Tenant. In such event this Lease shall continue in full force and effect, and Landlord shall proceed to make such investigation and remediation as soon as reasonably possible after the required funds are available. If Tenant does not give such notice and provide the required funds or assurance thereof within the time period specified above, this Lease shall terminate as of the date specified in Landlord's notice of termination.

6.3 Tenant's Compliance with Applicable Requirements. Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all **"Applicable Requirements,"** which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance, and (iv) the Americans with Disabilities Act of 1990 and all regulations issued thereunder) now in effect or which may hereafter come into effect. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Requirements.

6.4 Inspection; Compliance with Applicable Requirements. Landlord, Landlord's agents, employees, contractors and designated representatives, and the holders of any mortgages, deeds of trust or ground leases on the Premises (**"Lenders"**) shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Requirements (as defined in Paragraph 6.3), and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a Default or Breach of this Lease by Tenant or a violation of Applicable Requirements or a contamination, caused or materially contributed to by Tenant, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In such case, Tenant shall upon request reimburse Landlord or the Lender, as the case may be, for the costs and expenses of such inspections.

7. Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations.

7.1 Tenant's Obligations.

(a) Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance with Covenants, Restrictions and Building Codes), 7.2 (Landlord's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition and repair (whether or not such portion of the Premises requiring repair, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises),

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including, without limiting the generality of the foregoing, in full compliance with the Applicable Requirements, including but not limited to the Americans with Disabilities Act of 1990 and all regulations issued thereunder, all equipment or facilities exclusively serving the Premises, such as plumbing, heating, air conditioning, ventilating, electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire hose connections if within the Premises, fire extinguishers as required by Applicable Requirements, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights, but excluding any items which are the responsibility of Landlord pursuant to Paragraph 7.2 below. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Notwithstanding the foregoing, upon written notice (or via email to tenantservices@buzzoates.com) Tenant may request that Landlord perform, at Tenant's sole cost, any necessary repairs or replacements of equipment or facilities exclusively serving the Premises (specifically excluding Tenant's trade fixtures, if any), including but not limited to the plumbing and electrical systems from the point of entry into the Premises and the heating, air condition and ventilation system. Tenant shall reimburse Landlord for the cost of any such necessary repair and replacement, together with an additional fee of fifteen percent (15%) for Landlord's property manager to monitor the work, within ten (10) days of receipt of an invoice therefor. Further, during for the first twenty-four (24) months of the Lease Term, Landlord shall warrant the heating, air conditioning and ventilation system against defects and agrees to make any necessary major repairs (i.e. exceeding $5,000.00) or the replacement of the heating, air conditioning and ventilation system for the Premises, that is not the result of Tenant's failure to perform Tenant's preventative maintenance obligations under this Paragraph 7.1 or the result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, contractors, licensees or invitees.

(b) Tenant shall, at Tenant's sole cost and expense, procure and maintain a contract, with a contractor specializing and experienced in the inspection, maintenance and service of the heating, air conditioning and ventilation system for the Premises (such inspections and maintenance shall occur no less frequently than quarterly). Notwithstanding the foregoing, upon written notice (or via email to tenantservices@buzzoates.com) Tenant may request that Landlord procure and maintain such required contract and Tenant shall reimburse Landlord for the cost of same, together with an additional fee of fifteen percent (15%) for Landlord's property manager to monitor to manage the contract and work, within ten (10) days of receipt of an invoice therefor.

(c) Tenant acknowledges that forklift trucks with hard rubber tires are designed for use on concrete surfaces and are intended for inside warehouse usage. The use of forklift trucks with hard rubber tires on asphalt surfaces can cause damage to the asphalt. In the event Tenant uses forklift trucks with hard rubber tires on asphalt surfaces and such asphalt is damaged as a result, Tenant shall, at its sole cost and expense, immediately repair such damage. If Tenant fails to repair such damage, Landlord may, in accordance with Paragraph 13.2 below, after ten (10) days' prior written notice to Tenant, perform such obligations on Tenant's behalf, and put the asphalt surface in good order, condition and repair.

(d) If Tenant fails to perform Tenant's obligations under this Paragraph 7.1, Landlord may, in accordance with Paragraph 13.2 below, enter upon the Premises after ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair.

7.2 Landlord's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance with Covenants, Restrictions and Building Code), 6 (Use), 7.1 (Tenant's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Landlord shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof and plumbing and electrical up to the point of entry to the Premises, fire sprinkler and/or standpipe and hose (if located in the Common Areas) or other automatic fire extinguishing system including fire alarm and/or smoke detection system and equipment, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof. Notwithstanding the foregoing, to the extent maintenance, repairs or replacements are required as a result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, contractors, licensees or invitees, Tenant shall pay to Landlord the costs of such maintenance, repairs and replacements, which costs shall be immediately payable upon demand as additional rent. Landlord shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Landlord be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Tenant expressly waives the benefit of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Building, Center or Common Areas in good order, condition and repair. Notwithstanding any language to the contrary herein and without creating any duty for Landlord to undertake any specific work, in the event Landlord elects to repaint the walls, replace the floor covering, or do any other repair, maintenance, remodeling, or refurbishing work in the Premises for any reason, Tenant shall remove Tenant's personal property, including Tenant's furniture, cubicles, room dividers, modular office furniture, equipment, computers and all computer-related equipment, and Tenant's personnel from the Premises, at Tenant's sole cost and expense, so that Landlord may complete Landlord's work as quickly and smoothly as possible during normal business hours.

7.3 Utility Installations, Trade Fixtures, Alterations.

(a) Definitions; Consent Required. The term **"Utility Installations"** is used in this Lease to refer to all air lines, power panels, electrical distribution, security, fire protection systems, communications systems, lighting fixtures, heating, ventilating and air conditioning equipment, plumbing, and fencing in, on or about the Premises. The term **"Trade Fixtures"** shall mean Tenant's machinery and equipment which can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements on the Premises which are provided by Landlord or Tenant under the terms of this Lease, other than Utility Installations or Trade Fixtures. **"Tenant-Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Tenant that are not yet owned by Landlord pursuant to Paragraph 7.4(a). Tenant shall not make nor cause to be made any Alterations or Utility Installations in, on, under or about the Premises without Landlord's prior written consent. Tenant may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without Landlord's consent but upon notice to Landlord, so long as (i) they are in full compliance with the Americans with Disabilities Act of 1990 and all regulations issued thereunder, (ii) they are not visible from the outside of the Premises, (iii) they do not involve puncturing, relocating or removing the roof or any existing walls, (iv) they do not change or interfere with the fire sprinkler or fire detection systems, (v) they do not otherwise involve the structure of the Building or the Building Systems and (vi) the cumulative cost thereof during the Term does not exceed $5,000.00.

(b) Consent. Any Alterations or Utility Installations that Tenant shall desire to make and which require the consent of the Landlord shall be presented to Landlord in written form with detailed plans. All consents given by Landlord, whether by virtue of Paragraph 7.3(a) or by subsequent specific consent, shall be deemed conditioned upon: (i) Tenant's acquiring all applicable permits required by governmental authorities; (ii) the furnishing of copies of such permits together with a copy of the plans and specifications for the Alteration or Utility Installation to Landlord prior to commencement of the work thereon; and (iii) the compliance by Tenant with all conditions of said permits in a prompt and expeditious manner. No approval or consent by Landlord shall be deemed or construed to be a representation or warranty by Landlord as to the adequacy, sufficiency, fitness or suitability thereof or compliance thereof with Applicable Requirements. Tenant shall reimburse Landlord upon demand for any expenses reasonably incurred by Landlord in connection with any Alterations or Utility Installations made by Tenant, including reasonable fees charged by Landlord's contractors or consultants to review plans and specifications prepared by Tenant and to update the existing as-built plans and specifications of the Building to reflect the Alterations or Utility Installations. Any Alterations or Utility Installations by Tenant during the Term shall be done in a good and workmanlike manner, with good and sufficient materials, and be in compliance

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with all Applicable Requirements. Tenant shall promptly upon completion thereof furnish Landlord with as-built plans and specifications therefore. Landlord may (but without obligation to do so) condition its consent to any requested Alteration or Utility Installation that costs $5,000.00 or more upon Tenant's providing Landlord with a lien and completion bond in an amount equal to one and one-half times the estimated cost of such Alteration or Utility Installation.

(c) Lien Protection. Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building and/or the Center or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on, or about the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. If any such lien attaches to the Premises, the Building and/or the Center or any interest therein, and Tenant does not cause the same to be released by payment, bonding or otherwise within ten (10) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released, and any sums expended by Landlord in connection therewith shall be payable by Tenant on demand with interest thereon from the date of expenditure by Landlord at the interest rate (provided for in Paragraph 4.6 - Interest on Past-Due Obligations). If Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to one and one-half times the amount of such contested lien claim or demand, indemnifying Landlord against liability for the same, as required by law for the holding of the Premises, the Building and/or the Center or any interest therein, free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in participating in such action if Landlord shall decide it is in its best interest to do so.

7.4 Ownership, Removal, Surrender, and Restoration.

(a) Ownership. Subject to Landlord's right to require their removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made to the Premises by Tenant shall be the property of and owned by Tenant, but considered a part of the Premises. Landlord may at any time elect in writing to be the owner of all or any specified part of the Tenant-Owned Alterations and Utility Installations. All Tenant-Owned Alterations and Utility Installations shall, at the expiration or earlier termination of this Lease, become the property of Landlord and remain upon the Premises and be surrendered with the Premises by Tenant, unless Landlord exercises its right to require removal as set forth in the following subparagraph.

(b) Removal. Unless otherwise agreed in writing, Landlord may require that any or all Tenant-Owned Alterations or Utility Installations be removed by the expiration or earlier termination of this Lease, notwithstanding that their installation may have been consented to by Landlord. Landlord may require the removal at any time of all or any part of any Alterations or Utility Installations made without the required consent of Landlord.

(c) Surrender/Restoration. Tenant shall surrender the Premises by the end of the last day of the Term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. Except as otherwise agreed or specified herein, the Premises, as surrendered, shall include the Alterations and Utility Installations. Tenant shall repair any damage occasioned by the installation, maintenance or removal of the Trade Fixtures, furnishings, equipment, personal property, and Tenant-Owned Alterations and Utility Installations, as well as the removal of any storage tank installed by or for Tenant, and the removal, replacement, or remediation of any soil, material or ground water contaminated by Tenant, all as may then be required by Applicable Requirements and/or good practice. The Trade Fixtures shall remain the property of Tenant and shall be removed by Tenant subject to its obligation to repair and restore the Premises per this Lease. If any removal required under this Paragraph 7.4 is not completed before the expiration or termination of the Term, Landlord shall have the right (but no obligation) to remove the same, and Tenant shall pay Landlord on demand for all costs of removal and storage thereof and for the rental value of the Premises for the period from the end of the Term through the end of the time reasonably required for such removal. Landlord shall also have the right to retain or dispose of all or any portion of such property if Tenant does not pay all such costs and retrieve the property within ten (10) days after notice from Landlord (in which event title to all such property described in Landlord's notice shall be transferred to and vest in Landlord). Tenant waives all claims against Landlord for any damage or loss to Tenant resulting from Landlord's removal, storage, retention, or disposition of any such property.

(d) Removal of Electrical and Telecommunications Wires.

(i) Landlord May Elect to Either Remove or Keep Wires. Notwithstanding anything in this Paragraph 7.4 to the contrary, within thirty (30) days after the expiration or sooner termination of the Lease or at any time that any of the Wires (as defined below) are no longer in active use by Tenant, Landlord may elect (**"Election Right"**) by written notice to Tenant to:

(aa) Retain any or all wires, cables, and similar installations appurtenant thereto (**"Wires"**) installed by Tenant within the Premises or anywhere in the Building outside the Premises, including, without limitation, the plenums or risers of the Building;

(bb) Remove any or all of the Wires and restore the Premises or the Building, as the case may be, to their condition existing prior to the installation of the Wires (**"Wire Restoration Work"**). Landlord, at its option, may perform such Wire Restoration Work at Tenant's sole cost and expense; or

(cc) Require Tenant to perform all or part of the Wire Restoration Work at Tenant's sole cost and expense.

(dd) Landlord shall be deemed to have elected to retain all telephone and related Wires unless Landlord specifically elects to have Tenant remove such Wires pursuant to Subparagraph 7.4(d)(i)(bb) or 7.4(d)(i)(cc) above.

(ii) Compliance with Laws and Discontinuance of Wire Use. Tenant shall comply with all applicable laws with respect to the Wires, subject to Landlord's right to elect to retain the Wires. In the event that Tenant discontinues the use of all or any part of the Wires, Tenant shall within thirty (30) days thereafter notify Landlord of same in writing, accompanied by a plan or other reasonable description of the current type, quantity, points of commencement and termination, and routes of the Wires to allow Landlord to determine if Landlord desires to retain same.

(iii) Condition of Wires. In the event Landlord elects to retain any or all of the Wires (pursuant to Subparagraph 7.4(d)(i)(aa) hereof), Tenant covenants that:

(aa) Tenant shall be the sole owner of the Wires, Tenant shall have the sole right to surrender the Wires, and the Wires shall be free of all liens and encumbrances; and

(bb) All Wires shall be left in good condition, working order, properly labeled and capped or sealed at each end and in each telecommunications/electrical closet and junction box, and in safe condition.

(iv) Landlord Retains Security Deposit. Notwithstanding anything to the contrary in Paragraph 5, Landlord may retain Tenant's Security Deposit after the expiration or sooner termination of the Lease until one of the following events has occurred with respect to all of the Wires:

(aa) Landlord elects to retain the Wires pursuant to Subparagraph 7.4(d)(i)(aa);

(bb) Landlord elects to perform the Wire Restoration Work pursuant to Subparagraph 7.4(d)(i)(bb) and the Wire Restoration Work is complete and Tenant has fully reimbursed Landlord for all costs related thereto; or

(cc) Landlord elects to require Tenant to perform the Wire Restoration Work pursuant to Subparagraph 7.4(d)(i)(cc) and the Wire Restoration Work is complete and Tenant has paid for all costs related thereto.

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(v) Landlord Can Apply Security Deposit. In the event that Tenant fails or refuses to pay all costs of the Wire Restoration Work within thirty (30) days of Tenant's receipt of Landlord's notice requesting Tenant's reimbursement for or payment of such costs or otherwise fails to comply with the provisions of this Subparagraph 7.4(d), Landlord may apply all or any portion of Tenant's Security Deposit toward the payment of any costs or expenses relative to the Wire Restoration Work or Tenant's obligations under this Subparagraph 7.4(d).

(vi) No Limit on Right to Sue. The retention or application of such Security Deposit by Landlord pursuant to this Subparagraph 7.4(d) does not constitute a limitation on or waiver of Landlord's right to seek further remedy under law or equity.

(vii) Survival. The provisions of this Subparagraph 7.4(d) shall survive the expiration or sooner termination of the Lease.

(e) Fire System Modifications/Maintenance. Notwithstanding anything to the contrary contained in this Lease, under no circumstances shall Tenant, its employees, agents or contractors work on, disable, shut down, tamper with, reposition, relocate, reconfigure, alter, modify, repair, or otherwise affect, in any way, the existing automatic fire extinguishing system, including fire alarm and/or smoke detection systems and equipment or any component thereof (the **"Fire Systems"**). In the event that Tenant intends to engage in any work at the Premises which will affect the Fire Systems in any way, then Tenant shall notify Landlord in writing prior to performing such work. Tenant shall not proceed with such work unless and until Tenant receives written consent from Landlord or its property manager that such work may proceed. Landlord may condition its consent on the use of a contractor of Landlord's selection, in Landlord's absolute discretion, for that portion of the work which involves the Fire Systems.

8. Insurance; Indemnity.

8.1 Payment of Premiums. The cost of the premium for the insurance policies maintained by Landlord under this Paragraph 8 shall be paid by Landlord. Premiums for policy periods commencing prior to, or extending beyond, the Term shall be pro-rated accordingly. Tenant acknowledges that Landlord may obtain required insurance coverage through a blanket policy of insurance covering multiple properties (including the Premises). Tenant consents to Landlord's allocation of a portion of the blanket policy premium to the Premises so long as the portion of such premium allocated to the Premises is commercially reasonable.

8.2 Liability Insurance.

(a) Carried by Tenant. Subject to the requirements of Paragraph 8.5, Tenant shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million and No/100ths Dollars ($2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million and No/100ths Dollars ($2,000,000.00) annual general aggregate, and Two Million and No/100ths Dollars ($2,000,000.00) products and completed operations annual aggregate. Any self insured retention under Tenant's liability insurance policy shall not exceed Five Thousand and No/100ths Dollars ($5,000.00). Tenant's liability insurance policy or policies shall: (i) include premises and operations liability coverage, products and completed operations liability coverage, broad form property damage coverage, blanket contractual liability coverage including, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises, the Building or the Center; and (v) extend coverage to cover liability for the actions of Tenant's agents, employees, contractors, subtenants, assignees, licensees, transferees or representatives (collectively, "**Representatives"**) or its guests, customers, or visitors (collectively, **"Visitors"**).

(b) Carried by Landlord. Landlord shall also maintain liability insurance with coverage amounts as described in Paragraph 8.2(a) above, in addition to and not in lieu of, the insurance required to be maintained by Tenant. Tenant shall not be named as an additional insured therein.

8.3 Landlord's Property Insurance-Building, Improvements and Rental Value.

(a) Building and Improvements. During the Term, Landlord shall maintain in effect insurance on the Building against "special form" perils (to the extent such coverages are available), with responsible insurers, insuring the Building and the Landlord Work (if any) in an amount equal to at least eighty percent (80%) of the replacement cost thereof, excluding land, foundations, footings and underground installations. Landlord may, but shall not be obligated to, carry insurance against additional perils and/or in greater amounts.

(b) Rental Value. Landlord shall also obtain and keep in force during the Term a policy or policies in the name of Landlord, with loss payable to Landlord and any Lender(s), insuring the loss of the full rental and other charges payable by all tenants of the Building to Landlord for one year (including any scheduled rental increases). Said insurance may provide that in the event the Lease is terminated by reason of an insured loss, the period of indemnity for such coverage shall be extended beyond the date of the completion of repairs or replacement of the Premises, to provide for one full year's loss of rental revenues from the date of any such loss. Said insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, and the amount of coverage shall be adjusted annually to reflect the projected rental income and other income, if any, otherwise payable, for the next 12-month period.

(c) Adjacent Premises. Tenant shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Center if said increase is caused by Tenant's acts, omissions, use or occupancy of the Premises.

(d) Tenant's Improvements. Since Landlord is the Insuring Party, Landlord shall not be required to insure Tenant-Owned Alterations and Utility Installations unless the item in question has become the property of Landlord under the terms of this Lease.

8.4 Tenant's Property Insurance. Subject to the requirements of Paragraph 8.5, Tenant at its cost shall maintain commercial property insurance providing coverage, at a minimum, for "special forms" perils on all of Tenant's personal property, Trade Fixtures and Tenant-Owned Alterations and Utility Installations in, on, or about the Premises. Such insurance shall be full replacement cost coverage with a deductible not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property and the restoration of Trade Fixtures and Tenant-Owned Alterations and Utility Installations. Upon request from Landlord, Tenant shall provide Landlord with written evidence that such insurance is in force.

8.5 Insurance Policies. Insurance required of Tenant hereunder shall be in companies duly licensed to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-VII, as set forth in the most current issue of "Best's Insurance Guide" or such other rating as may be required by a Lender. In addition, Tenant's policy of liability insurance shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its partners, property managers and Lenders; and (v) name Landlord, the property manager (currently Buzz Oates Management Services) and such other parties in interest as Landlord

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may from time to time reasonably designate to Tenant in writing, as additional insureds. Such additional insureds shall be provided the same extent of coverage as provided to Tenant under such policies. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Paragraph 8. Tenant shall cause to be delivered to Landlord on or before the earlier of the Early Possession Date or the Commencement Date, certificates evidencing the existence and amounts of, the insurance required under Paragraph 8.2(a) and 8.4. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Landlord. Tenant shall at least thirty (30) days prior to the expiration of such policies, furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages (whether in contract or in tort) against the other, for loss or damage to their property arising out of or incident to the perils required to be insured against under Subparagraph 8.3(a) and Paragraph 8.4. The effect of such releases and waivers of the right to recover damages shall not be limited by the amount of property insurance carried or required, or by any deductibles applicable thereto. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Landlord's negligence and/or breach of express warranties, Tenant shall indemnify, protect, defend and hold harmless Landlord and its agents, Landlord's master or ground lessor, partners and Lenders from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with: (a) the acts or omissions of Tenant, its Representatives and/or Visitors in or about the Center; (b) the occupancy of the Premises by Tenant; (c) the conduct of Tenant's business; (d) any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises during the Term; (e) out of any Default or Breach by Tenant in the performance in a timely manner of any obligation on Tenant's part to be performed under this Lease; and (f) any construction or other work undertaken by Tenant on the Premises (including any design defects). The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Landlord) litigated and/or reduced to judgment. In case any action or proceeding be brought against Landlord by reason of any of the foregoing matters, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. Tenant's obligations under this Paragraph 8.7 shall survive the expiration or termination of the Lease.

8.8 Exemption of Landlord from Liability. Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, its Representatives and/or Visitors or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Tenant expressly acknowledges that this liability exemption is including any injury or damages that may arise due to the Premises being located in a flood hazard area. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord nor from the failure by Landlord to enforce the provisions of any other lease in the Center. Notwithstanding Landlord's negligence or breach of this Lease, Landlord shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom.

9. Damage or Destruction.

9.1 Landlord's Duty to Repair.

(a) If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Center from fire or other casualty then, unless either party is entitled to and elects to terminate this Lease pursuant to Paragraphs 9.2 and 9.3 hereof, Landlord shall, at its expense, use reasonable efforts to repair and restore the Premises and/or the Center, as the case may be, to substantially their former condition to the extent permitted by then Applicable Requirements; provided, however, that in no event shall Landlord have any obligation for repair or restoration beyond the extent of insurance proceeds received by Landlord for such repair or restoration, or for any of Tenant's personal property, Trade Fixtures, Tenant-Owned Alterations and Utility Installations.

(b) If Landlord is required or elects to repair damage to the Premises and/or the Center, this Lease shall continue in effect, but Tenant's Base Rent from the date of the casualty through the date of substantial completion of the repair shall be abated with regard to any portion of the Premises that Tenant is prevented from using by reason of such damage or its repair. In no event shall Landlord be liable to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty or by reason of any repairs to any part of the Center necessitated by such casualty.

9.2 Landlord's Right to Terminate. Landlord may elect to terminate this Lease following damage by fire or other casualty under the following circumstances:

(a) If, in the reasonable judgment of Landlord, the Premises and the Center cannot be substantially repaired and restored under Applicable Requirements within one (1) year from the date of the casualty;

(b) If, in the reasonable judgment of Landlord, adequate proceeds are not, for any reason, made available to Landlord from Landlord's insurance policies (and/or from Landlord's funds made available for such purpose, at Landlord's sole option) to make the required repairs;

(c) If the Building is damaged or destroyed to the extent that, in the reasonable judgment of Landlord, the cost to repair and restore the Building would exceed twenty-five percent (25%) of the full replacement cost of the Building, whether or not the Premises are at all damaged or destroyed; or

(d) If the fire or other casualty occurs during the last year of the Term.

If any of the circumstances described in subparagraphs (a), (b), (c) or (d) of this Paragraph 9.2 occur or arise, Landlord shall notify Tenant in writing of that fact within one hundred and twenty (120) days after the date of the casualty and in such notice Landlord shall also advise Tenant whether Landlord has elected to terminate this Lease as provided above.

9.3 Tenant's Right to Terminate. If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Center from fire or other casualty, then Tenant may elect to terminate this Lease under the following circumstances:

(a) Where Landlord fails to commence the required repair within one hundred and twenty (120) days after the date of the casualty, in which event Tenant may elect to terminate this Lease upon notice to Landlord given within ten (10) days after such one hundred and twenty (120)-day period; or

(b) In the circumstance described in Subparagraph 9.2(a) above; in which event Tenant may elect to terminate this Lease by giving Landlord notice of such election to terminate within thirty (30) days after Landlord's notice to Tenant pursuant

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to Paragraph 9.2 above.

9.4 Waiver. Landlord and Tenant each hereby waive the provisions of California Civil Code sections 1932(2), 1933(4) and any other applicable existing or future Applicable Requirements permitting the termination of a lease agreement in the event of damage or destruction under any circumstances other than as provided in Paragraphs 9.2 and 9.3 above.

10. Real Property Taxes.

10.1 Payment of Taxes. Landlord shall pay the Real Property Taxes, as defined in Paragraph 10.2, applicable to the Center.

10.2 Real Property Tax Definition. As used herein, the term **"Real Property Taxes"** shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary; any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal net income or estate taxes) imposed upon the Center by any authority having the direct or indirect power to tax, including any city, state or federal government; any school, agricultural, sanitary, fire, street, drainage, transit or traffic mitigation (including area-wide traffic improvement assessments and transportation system management fees), or other improvement district thereof, levied against any legal or equitable interest of Landlord in the Center or any portion thereof, Landlord's right to rent or other income therefrom, and/or Landlord's business of leasing the Premises; personal property taxes assessed on the personal property of Landlord used in the operation of the Center; service payments in lieu of taxes and taxes and assessments of every kind and nature whatsoever levied or assessed in addition to, in lieu of or in substitution for existing or additional real or personal property taxes on the Center or the personal property described above; and the reasonable cost of contesting by appropriate proceedings the amount or validity of any taxes, assessments or charges described above. The term **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring, or changes in Applicable Law taking effect, during the term of this Lease, including but not limited to a change in the ownership of the Center or in the improvements thereon, the execution of this Lease, or any modification, amendment or transfer thereof, and whether or not contemplated by the Parties. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.3 Additional Improvements. Notwithstanding Paragraph 10.1 hereof, Tenant shall, however, pay to Landlord the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Tenant or at Tenant's request.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Landlord from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Landlord's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Tenant's Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant-Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Tenant contained in the Premises or stored within the Center, whether any such imposition is levied directly against Tenant or levied against Landlord, the Building or the Center. When possible, Tenant shall cause its Tenant-Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's said property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant's property within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

11. Utilities.

11.1 Generally. Tenant shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, telephone, security, gas and cleaning of the Premises, together with any taxes thereon. If any such utilities or services are not separately metered to the Premises or separately billed to the Premises, Tenant shall pay to Landlord a reasonable proportion to be determined by Landlord of all such charges jointly metered or billed with other premises in the Building.

11.2 Service Failure. In the event of an interruption in or failure or inability to provide any services or utilities to the Premises or Building for any reason (a "**Service Failure**"), such Service Failure shall not, regardless of its duration, impose upon Landlord any liability whatsoever, constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease. Tenant hereby waives any benefits of any applicable existing or future law, including the provisions of California Civil Code section 1932(1), permitting the termination of this Lease due to such interruption, failure or inability.

11.3 Utility Providers. Landlord may, in Landlord's sole and absolute discretion, at any time and from time to time, contract, or require Tenant to contract, for utility services (including generation, transmission, or delivery of the utility service) with a utility service provider of Landlord's choosing. Tenant shall fully cooperate with Landlord and any utility service provider selected by Landlord. Tenant shall permit Landlord and the utility service provider to have reasonable access to the Premises and the utility equipment serving the Premises, including lines, feeders, risers, wiring, pipes, and meters. Tenant shall either pay or reimburse Landlord for all costs associated with any change of utility service, including the cost of any new utility equipment, within ten (10) days after Landlord's written demand for payment or reimbursement. Under no circumstances shall Landlord be responsible or liable for any loss, damage, or expense that Tenant may incur as a result of any change of utility service, including any change that makes the utility supplied less suitable for Tenant's needs, or for any failure, interference, or defect in any utility service. No such change, failure, interference, or defect shall constitute an actual or constructive eviction of Tenant, or entitle Tenant to any abatement of rent, or relieve Tenant from any of Tenant's obligations under this Lease.

11.4 Solar Power. At any time before or during the Lease Term, Landlord shall have the right to install, or cause another party to install, one or more solar photovoltaic systems (**"Solar System"**) on the roof of the Building for the purpose of supplying power to the Building. In the event a Solar System is installed on the roof of the Building, Tenant shall purchase its power from the Solar System to the extent that such power is made available to Tenant, provided that the cost to Tenant shall not be greater than the cost to purchase energy from the Energy Provider (as defined below) on a per kilowatt basis taking into account time of usage. The balance of power required by Tenant shall be purchased by Tenant from the Building's local utility (**"Energy Provider"**). Tenant and Landlord (or Landlord's agent) shall enter into an agreement and/or amendment to this Lease to document the same.

12. Assignment and Subletting.

12.1 Landlord's Consent Required.

(a) Subject to subparagraph 12.1(f) below, Tenant shall not voluntarily or by operation of law assign, transfer, mortgage or otherwise transfer or encumber (collectively, "assign") or sublet all or any part of Tenant's interest in this Lease or in the

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Premises without Landlord's prior written consent given under and subject to the terms of Paragraph 31. The parties hereto agree and acknowledge that, among other circumstances for which Landlord could reasonably withhold consent to a proposed assignment or sublease, it shall be reasonable for Landlord to withhold consent where (i) the proposed assignee or subtenant does not intend itself to occupy the entire portion of the Premises assigned or sublet, (ii) Landlord reasonably disapproves of the assignee's or subtenant's business operating ability or history, reputation or creditworthiness or the character of the business to be conducted by the assignee or subtenant at the Premises, (iii) the assignee or subtenant is a governmental agency or unit, (iv) the assignee or subtenant is an existing tenant in the Building or Center or a party with whom Landlord has negotiated to lease space in the Center within the preceding six (6) months, (v) the proposed transfer would violate any "exclusive" rights of any tenants in the Center, (vi) the rental and other consideration payable by the assignee or subtenant is less than that currently being paid by tenants under new leases of comparable space in the Center, (vii) Tenant is in default under this Lease, (viii) such assignee's or subtenant's proposed use is not permitted under Paragraph 6 hereof, (ix) such assignee's or subtenant's proposed use would increase the density of occupation in the Premises or use of the Building's parking facilities, (x) the assignment or sublease would result in there being more than two (2) separate entities or businesses occupying the Premises, (xi) the assignment or sublease would constitute a sub-sublease, or (xii) Landlord otherwise determines that the proposed assignment or sublease would have the effect of decreasing the value of the Building or increasing the expenses associated with operating, maintaining and repairing the Building or the Center. In no event may Tenant publicly offer or advertise all or any portion of the Premises for assignment or sublease at a rental less than that then sought by Landlord for a direct lease (non-sublease) of comparable space in the Building or the Center.

(b) A change in the control of Tenant shall constitute an assignment requiring Landlord's consent. The transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting control of Tenant shall constitute a change in control for this purpose.

(c) The involvement of Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, refinancing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Tenant's assets occurs, which results or will result in a reduction of the Net Worth of Tenant, as hereinafter defined, by an amount equal to or greater than twenty-five percent (25%) of such Net Worth of Tenant as it was represented to Landlord at the time of full execution and delivery of this Lease or at the time of the most recent assignment to which Landlord has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, at whichever time said Net Worth of Tenant was or is greater, shall be considered an assignment of this Lease by Tenant to which Landlord may reasonably withhold its consent. **"Net Worth of Tenant"** for purposes of this Lease shall be the net worth of Tenant (excluding any Guarantors) established under generally accepted accounting principles consistently applied.

(d) An assignment or subletting of Tenant's interest in this Lease without Landlord's specific prior written consent shall, at Landlord's option, be a Default curable after notice per Paragraph 13.1, or a non-curable Breach without the necessity of any notice and grace period. If Landlord elects to treat such unconsented to assignment or subletting as a non-curable Breach, Landlord shall have the right to either: (i) terminate this Lease in accordance with Paragraph 13.2 hereof, or (ii) upon thirty (30) days' written notice (**"Landlord's Notice"**), increase the monthly Base Rent for the Premises to the greater of the then fair market rental value of the Premises, as reasonably determined by Landlord, or one hundred ten percent (110%) of the Base Rent then in effect. Pending determination of the new fair market rental value, if disputed by Tenant, Tenant shall pay the amount set forth in Landlord's Notice, with any overpayment credited against the next installment(s) of Base Rent coming due, and any underpayment for the period retroactively to the effective date of the adjustment being due and payable immediately upon the determination thereof. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Tenant shall be subject to similar adjustment to the then fair market value as reasonably determined by Landlord (without the Lease being considered an encumbrance or any deduction for depreciation or obsolescence, and considering the Premises at its highest and best use and in good condition) or one hundred ten percent (110%) of the price previously in effect, (ii) any index-oriented rental or price adjustment formulas contained in this Lease shall be adjusted to require that the base index be determined with reference to the index applicable to the time of such adjustment, and (iii) any fixed rental adjustments scheduled during the remainder of the Term shall be increased in the same ratio as the new rental bears to the Base Rent in effect immediately prior to the adjustment specified in Landlord's Notice.

(e) Tenant's remedy for any breach of this Paragraph 12.1 by Landlord shall be limited to compensatory damages and/or injunctive relief.

(f) Notwithstanding any of the above provisions of this Paragraph 12 to the contrary, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's written consent, but subject to all other provisions of this Lease, to any corporation or other entity which controls, is controlled by, or is under common control with Tenant, or to any corporation or other entity resulting from a merger or consolidation of Tenant (collectively, an **"Affiliate"**), subject to all the terms of this Lease (except only that Landlord shall not be entitled to terminate this Lease pursuant to Paragraph 12.2(j) below) upon such an assignment or sublease to an Affiliate, provided that (i) the Affiliate assumes in writing all of Tenant's obligations under this Lease, and (ii) the original entity executing this Lease as "Tenant" remains fully liable under this Lease, and (iii) Landlord receives written notification of such transfer and Landlord is provided with all relevant documents requested by Landlord, at least twenty (20) days prior to the effective date of such transfer, and (iv) Tenant is not then and has not been in Default under this Lease; (v) the intended transferee has a tangible net worth, as evidenced by financial statements delivered to Landlord and certified by an independent certified public accountant in accordance with generally accepted accounting principles that are consistently applied ("**Net Worth**"), at least equal to the Net Worth of Tenant (as defined in 12.1(c) above) either immediately before the proposed assignment or subletting or as of the date of this Lease, whichever is greater, and (vi) such transfer is not a subterfuge by Tenant to avoid its obligations under this Lease or the restrictions on assignment and subletting under this Paragraph 12.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Landlord's consent, any assignment or subletting shall not (i) be effective without the express written assumption by such assignee of the obligations of Tenant under this Lease or a written sublease by and between subtenant and Tenant, as the case may be, (ii) release Tenant of any obligations hereunder, nor (iii) alter the primary liability of Tenant for the payment of Base Rent and other sums due Landlord hereunder or for the performance of any other obligations to be performed by Tenant under this Lease.

(b) Landlord may accept any rent or performance of Tenant's obligations from any person other than Tenant pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of any rent for performance shall constitute a waiver or estoppel of Landlord's right to exercise its remedies for the Default or Breach by Tenant of any of the terms, covenants or conditions of this Lease.

(c) The consent of Landlord to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Tenant or to any subsequent or successive assignment or subletting by the assignee or subtenant. However, Landlord may consent to subsequent subletting and assignments of the sublease or any amendments or modifications thereto without notifying Tenant or anyone else liable under this Lease or the sublease and without obtaining their consent, and such action shall not relieve such persons from liability under this Lease or the sublease.

(d) In the event of any Default or Breach of Tenant's obligation under this Lease, Landlord may proceed directly against Tenant, any Guarantor or anyone else responsible for the performance of the Tenant's obligations under this Lease, including any assignee or subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Landlord's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or

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subtenant, including but not limited to the intended use and/or required modification of the Premises, if any, together with a non-refundable deposit of $1,000 or ten percent (10%) of the monthly Base Rent applicable to the portion of the Premises which is the subject of the proposed assignment or sublease, whichever is greater, as reasonable consideration for Landlord's considering and processing the request for consent. Tenant agrees to provide Landlord with such other or additional information and/or documentation as may be reasonably requested by Landlord.

(f) Any assignee of, or subtenant under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed, for the benefit of Landlord, to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Tenant during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Landlord has specifically consented in writing.

(g) The occurrence of a transaction described in Paragraph 12.2(c) shall give Landlord the right (but not the obligation) to require that the Security Deposit be increased by an amount equal to six (6) times the then monthly Base Rent, and Landlord may make the actual receipt by Landlord of the Security Deposit increase a condition to Landlord's consent to such transaction.

(h) Landlord, as a condition to giving its consent to any assignment or subletting, may require that the amount and adjustment schedule of the rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises as then constituted, as determined by Landlord.

(i) Except with respect to an assignment or sublease to an Affiliate, if Landlord consents to an assignment or sublease, Landlord shall be entitled to receive as additional Rent hereunder an amount equal to seventy-five percent (75%) of the amount (if any) by which the total value of (x) any consideration paid by the assignee or subtenant, as applicable, for the assignment or sublease and, in the case of a sublease, the excess of the rent and other consideration payable by the subtenant over the amount of Rent payable hereunder applicable to the subleased space, exceeds (y) the reasonable direct, out-of-pocket costs (such as, but not necessarily limited to, reasonable brokerage commissions, tenant improvement costs, attorneys' fees, and other cash concessions as may be typical, reasonable and appropriate under then prevailing market conditions) actually and necessarily paid by Tenant to third parties not affiliated with Tenant to procure the assignment or sublease.

(j) Notwithstanding any of the above provisions of this Paragraph 12 to the contrary, if Tenant notifies Landlord that it desires to assign or sublet Tenant's interest in this Lease, Landlord, in lieu of consenting to such assignment or subletting, may elect (x) in the case of an assignment or a sublease of the entire Premises, to terminate this Lease, or (y) in the case of a sublease of less than the entire Premises, to terminate this Lease as it relates to the space proposed to be subleased by Tenant. In such event, this Lease will terminate (or the space proposed to be subleased will be removed from the Premises subject to this Lease and the Base Rent under this Lease shall be proportionately reduced) on the date the transfer was proposed to be effective, and Landlord may lease such space to any party, including the prospective transferee identified by Tenant.

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising from any sublease of all or a portion of the Premises heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations under this Lease; provided, however, that until a Breach (as defined in Paragraph 13.1) shall occur in the performance of Tenant's obligations under this Lease, Tenant may, except as otherwise provided in this Lease, receive, collect and enjoy the rents accruing under such sublease. Landlord shall not, by reason of the foregoing provision or any other assignment of such sublease to Landlord, nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a Breach exists in the performance of Tenant's obligations under this Lease, to pay to Landlord the rents and other charges due and to become due under the sublease. Subtenant shall rely upon any such statement and request from Landlord and shall pay such rents and other charges to Landlord without any obligation or right to inquire as to whether such Breach exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against such subtenant, or, until the Breach has been cured, against Landlord, for any such rents and other charges so paid by said subtenant to Landlord.

(b) In the event of a Breach by Tenant in the performance of its obligations under this Lease, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to such sublandlord or for any other prior defaults or breaches of such sublandlord under such sublease.

(c) Any matter or thing requiring the consent of the sublandlord under a sublease shall also require the consent of Landlord herein.

(d) No subtenant under a sublease approved by Landlord shall further assign or sublet all or any part of the Premises without Landlord's prior written consent.

(e) Landlord shall deliver a copy of any notice of Default or Breach by Tenant to the subtenant, who shall have the right to cure the Default of Tenant within the grace period, if any, specified in such notice. The subtenant shall have a right of reimbursement and offset from and against Tenant for any such Defaults cured by the subtenant.

13. Default; Breach; Remedies.

13.1 Default; Breach. Landlord and Tenant agree that if an attorney is consulted by Landlord in connection with a Tenant Default or Breach (as hereinafter defined), $350.00 is a reasonable minimum sum per such occurrence for attorneys' fees in the preparation of a notice of Default, and that Landlord may include the cost of such preparation, together with any and all costs of service of said notice, in said notice as rent due and payable to cure said Default. A **"Default"** by Tenant is defined as a failure by Tenant to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to Tenant under this Lease. A **"Breach"** by Tenant is defined as the occurrence of any one or more of the following Defaults, and, where a grace period for cure after notice is specified herein, the failure by Tenant to cure such Default prior to the expiration of the applicable grace period, and shall entitle Landlord to pursue the remedies set forth in Paragraphs 13.2 and/or 13.3:

(a) The vacating of the Premises without the intention to reoccupy same, or the abandonment of the Premises.

(b) Except as expressly otherwise provided in this Lease, the failure by Tenant to make any payment of Base Rent, or any other monetary payment required to be made by Tenant hereunder as and when due, the failure by Tenant to provide Landlord with reasonable evidence of insurance or surety bond required under this Lease, or the failure of Tenant to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of three (3) days following written notice thereof by or on behalf of Landlord to Tenant.

(c) Except as expressly otherwise provided in this Lease, the failure by Tenant to provide Landlord with reasonable written evidence (in duly executed original form, if applicable) of (i) compliance with Applicable Laws per Paragraph 2.4 and Applicable Requirements per Paragraph 6.3, (ii) the inspection, maintenance and service contract required under Subparagraph 7.1(b), (iii) the rescission of an unauthorized assignment or subletting per Paragraph 12.1, (iv) an estoppel certificate per Paragraph 16, (v) the subordination or non-subordination of this Lease per Paragraph 26, (vi) the guaranty of the performance of Tenant's obligations under this Lease if required under Paragraphs 1.11 and 32, (vii) the execution of any document requested under Paragraph 37, or (viii)

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any other documentation or information which Landlord may reasonably require of Tenant under the terms of this Lease, where any such failure continues for a period of ten (10) days following written notice by or on behalf of Landlord to Tenant.

(d) A Default by Tenant as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 35 hereof that are to be observed, complied with or performed by Tenant, other than those described in Subparagraphs 13.1 (a), (b) or (c), above, where such Default continues for a period of thirty (30) days after written notice thereof by or on behalf of Landlord to Tenant; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach of this Lease by Tenant if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) Tenant ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; (iv) all or substantially all of Tenant's assets are subject to judicial seizure or attachment and are not released within thirty (30) days; or (v) Tenant consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Tenant or for all or any substantial part of Tenant's assets.

(f) The discovery by Landlord that any financial statement of Tenant or of any Guarantor, given to Landlord by Tenant or any Guarantor, was materially false.

(g) If the performance of Tenant's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such Guaranty, (iii) a Guarantor becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the Guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory breach basis, and Tenant's failure, within sixty (60) days following written notice by or on behalf of Landlord to Tenant of any such event, to provide Landlord with written alternative assurances of security, which, when coupled with the then existing resources of Tenant, equals or exceeds the combined financial resources of Tenant and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Tenant fails to perform any affirmative duty or obligation of Tenant under this Lease, within ten (10) days after written notice to Tenant (or in case of an emergency, without notice), Landlord may at its option (but without obligation to do so), perform such duty or obligation on Tenant's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Landlord shall be due and payable by Tenant to Landlord upon invoice therefor. If any check given to Landlord by Tenant shall not be honored by the bank upon which it is drawn, Landlord, at its own option, may require all future payments to be made under this Lease by Tenant to be made only by cashier's check. In the event of a Breach of this Lease by Tenant (as defined in Paragraph 13.1), with or without further notice or demand, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to relet the Premises, reletting of the Premises for Tenant's account, storage of Tenant's personal property and Trade Fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Paragraph, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code section 1951.2 and any other applicable existing or future law providing for recovery of damages for such Breach, including: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired term of this Lease; and (v) any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law. The worth at the time of award of the amount referred to in provisions (i) through (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco or the Federal Reserve Bank District in which the Premises are located at the time of award plus one percent (1%), but in no case greater than the maximum amount of interest permitted by law. Efforts by Landlord to mitigate damages caused by Tenant's Default or Breach of this Lease shall not waive Landlord's right to recover damages under this Paragraph 13.2. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit for such rent and/or damages. If a notice and grace period required under Subparagraph 13.1(b), (c) or (d) was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required by Subparagraph 13.1(b), (c) or (d). In such case, the applicable grace period under the unlawful detainer statute shall run concurrently after the one such statutory notice, and the failure of Tenant to cure the Default within the greater of the two (2) such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Landlord to the remedies provided for in this Lease and/or by said statute.

(b) Landlord may continue the Lease and Tenant's right to possession in effect (under California Civil Code section 1951.4) after Tenant's Breach and recover the rent as it becomes due, provided Tenant has the right to sublet or assign, subject only to reasonable limitations. Landlord and Tenant agree that the limitations on assignment and subletting in this Lease are reasonable. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession.

(c) Landlord may pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located.

(d) The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's use and/or occupancy of the Premises.

(e) Acceptance of a partial payment shall not constitute a waiver under this Lease or at law or equity, including, without limitation, the right to recover possession of the Premises.

13.3 Inducement Recapture In Event of Breach. Any agreement by Landlord for free or abated rent or other charges applicable to the Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, or any Option (as defined in Paragraph 34 below), so given, or any inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"** shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the Term. Upon the occurrence of a Breach (as defined in Paragraph 13.1) of this Lease by Tenant, any such Inducement Provision shall automatically

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be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, and recoverable by Landlord, as additional rent due under this Lease, notwithstanding any subsequent cure of said Breach by Tenant. The acceptance by Landlord of rent or the cure of the Breach which initiated the operation of this Paragraph 13.3 shall not be deemed a waiver by Landlord of the provisions of this Paragraph 13.3 unless specifically so stated in writing by Landlord at the time of such acceptance.

13.4 Assignments and Subleases of Tenant. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Paragraph 13, Landlord shall have the right to terminate any and all assignments and subleases entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such assignments or subleases. In the event of Landlord's election to succeed to Tenant's interest in any such assignments or subleases, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises, or more than twenty-five percent (25%) of the portion of the Common Areas designated for Tenant's parking, is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of Base Rent shall occur if the condemnation does not apply to any portion of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution of value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any compensation, separately awarded to Tenant for Tenant's relocation expenses and/or loss of the Trade Fixtures. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of its net severance damages received, over and above Tenant's share of the legal and other expenses incurred by Landlord in the condemnation matter, repair any damage to the Premises caused by such condemnation authority. In no event shall Landlord have any obligation to repair or replace any improvements in the Premises beyond the amount of the net severance damages received by Landlord for such repair or to repair or replace any of Tenant's personal property, Trade Fixtures, Alterations or Utility Installations. Tenant shall be responsible for the payment of any amount in excess of such net severance damages required to complete such repair. Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure section 1265.130 and any other applicable existing or future law allowing either party to petition for a termination of this Lease upon a partial taking of the Premises and/or the Center.

15. Brokers. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder other than as named in Paragraph 1.10(a) in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity other than said named Broker(s) is entitled to any commission or finder's fee in connection with said transaction. Tenant and Landlord do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and/or attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates and Financial Statements.

16.1 Estoppel Certificates. Within ten (10) days after written request therefor, Tenant shall execute and deliver to Landlord, in a form provided by or satisfactory to Landlord, a certificate stating that this Lease is in full force and effect, describing any amendments or modifications hereto, acknowledging that this Lease is subordinate or prior, as the case may be, to any Security Device (as defined in Paragraph 26.1 below and stating any other information Landlord may reasonably request, including the Term, the monthly Base Rent, the date to which Rent has been paid, the amount of any Security Deposit or prepaid rent, whether either party hereto is in default under the terms of the Lease, and whether Landlord has completed its construction obligations hereunder (if any), and providing such other information concerning this Lease or the Premises as Landlord may reasonably request. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Center shall be entitled to rely upon any such certificate. If Tenant fails to deliver such certificate within ten (10) days after Landlord's second written request therefor, Tenant shall be liable to Landlord for any damages incurred by Landlord including any profits or other benefits from any financing of the Center or any interest therein which are lost or made unavailable as a result, directly or indirectly, of Tenant's failure or refusal to timely execute or deliver such estoppel certificate.

16.2 Financial Statement. If Landlord desires to finance, refinance, or sell the Premises, the Building or the Center, or any part thereof, Tenant and Guarantor(s) shall deliver to any potential lender or purchaser designated by Landlord such financial statements of Tenant and Guarantor(s) as may be reasonably required by such lender or purchaser, including but not limited to Tenant's financial statements for the past three (3) years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Landlord's Liability. The term **"Landlord"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. In the event of a transfer of Landlord's title or interest in the Premises or in this Lease, Landlord shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Landlord at the time of such transfer or assignment. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Landlord shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Landlord. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Landlord shall be binding only upon the Landlord as hereinabove defined. Notwithstanding any other term or provision of this Lease, the liability of Landlord for its obligations under this Lease is limited solely to Landlord's interest in the Building as the same may from time to time be encumbered, and no personal liability shall at any time be asserted or enforceable against any other assets of Landlord or against Landlord's partners or members or its or their respective partners, trustees, shareholders, members, directors, officers or managers on account of any of Landlord's obligations or actions under this Lease.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

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20. Notices.

20.1 Notice Requirements. All notices, demands, requests, consents or approvals required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by electronic mail (provided such electronic mail notice shall only be valid if followed with a notice sent in one of the other methods specified above), and shall be deemed sufficiently given if served in a manner specified in this Paragraph 20. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notice purposes. Either Party may by written notice to the other specify a different address for notice purposes. Notwithstanding anything to the contrary herein or elsewhere within this Lease, upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's notice address for the purpose of mailing or delivering of any statutory notices to Tenant. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by written notice to Tenant. If Tenant sublets the Premises, notices from Landlord shall be effective on the subtenant when given to Tenant pursuant to this Paragraph. Notwithstanding any provision of this Lease to the contrary, if this Lease (or any rider, addendum or subsequent amendment hereto) grants Tenant any Option (as defined in Paragraph 34 below), the exercise of such Option shall be valid only if Landlord actually receives written notice thereof from Tenant by the date that such Option expires.

20.2 Date of Notice. Any notice delivered personally or sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery (or refusal of delivery or receipt). If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. Notice given by electronic mail in accordance with the terms of hereof will be deemed to be received on the business day of delivery if transmitted during business hours or the next business day if after business hours. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

20.3 Replacement of Statutory Notice Requirements. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by Paragraph 20.1 shall replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure section 1162 or any similar or successor statute.

21. Waivers. No provisions of this Lease shall be deemed waived by Landlord or Tenant unless such waiver is in a writing signed by the waiving party. No waiver by Landlord of the Default or Breach of any term, covenant or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Tenant of the same or any other term, covenant or condition hereof. Landlord's consent to, or approval of, any such act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Landlord's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Landlord shall not be a waiver of any Default or Breach by Tenant of any provision hereof. Any payment given Landlord by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment.

22. No Right to Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant (directly or through any assignee, subtenant, transferee or other successor-in-interest of Tenant) remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Base Rent during Tenant's holding over shall be one hundred fifty percent (150%) of the Base Rent payable in the last full month prior to such holding over. Acceptance by Landlord of rent after such termination shall not constitute a renewal of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law. Tenant shall indemnify, defend and hold Landlord harmless from and against all claims arising or resulting directly or indirectly from Tenant's failure to timely surrender the Premises, including (i) any rent payable by or any loss, cost, or damages claimed by any prospective tenant of the Premises, and (ii) Landlord's damages as a result of such prospective tenant rescinding or refusing to enter into the prospective lease of the Premises by reason of such failure to timely surrender the Premises.

23. Cumulative Remedies. No remedy or election of Landlord hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. Independent Covenants. This Lease shall be construed as though the covenants of Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof.

25. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the County in which the Premises are located.

26. Subordination; Attornment.

26.1 Subordination. This Lease and any Option (as defined in Paragraph 34 below) granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that the Lenders holding any such Security Device shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease, but that in the event of Landlord's default with respect to any such obligation, Tenant will give any Lender whose name and address have been furnished Tenant in writing for such purpose notice of Landlord's default. If any Lender shall elect to have this Lease granted hereby superior to the lien of its Security Device and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

26.2 Attornment. In the event that Landlord transfers title to the Premises, or the Premises are acquired by another

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upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) provided such new owner is willing to not disturb Tenant so long as Tenant is not in Default, Tenant shall attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new lease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Landlord shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which tenant might have against any prior landlord; (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Tenant waives its right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease as a result of any sale of the Premises or the foreclosure or termination of any Security Device.

26.3 Non-Disturbance. With respect to Security Devices entered into by Landlord after the execution of this Lease, Landlord shall use reasonable, good faith efforts to obtain a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from its Lender which provides that Tenant's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Tenant is not in Default hereof and attorns to the record owner of the Premises. Tenant acknowledges that the Non-Disturbance Agreement may contain the limitations on liability of the succeeding owner set forth in Paragraph 26.2 above, and will be in the form that the Lender typically provides tenants such as Tenant, taking into account the terms of this Lease, the creditworthiness of Tenant and such criteria as its Lender customarily applies. Such Non-Disturbance Agreement may provide, among other things, that (i) such Lender shall be entitled to receive notice of any Landlord default under this Lease plus a reasonable opportunity to cure such default; (ii) such Lender shall not be bound by any modification or amendment to this Lease, or any cancellation or surrender of this Lease, without such Lender's consent, (iii) such Lender shall not be bound by any obligation under this Lease or any agreement to perform or pay for any improvements to the Premises; and (iv) such Lender or any successor landlord shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Tenant might have against any prior landlord; (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Landlord shall have no obligation to negotiate the terms of the Non-Disturbance Agreement on Tenant's behalf, or to incur any legal fees or other out-of-pocket expenses in obtaining the Non-Disturbance Agreement.

26.4 Self-Executing. The agreements contained in this Paragraph 26 shall be effective without the execution of any further documents; provided, however, that upon written request from Landlord or a Lender in connection with a sale, financing or refinancing of Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as is provided for herein.

27. Attorneys' Fee. If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term **"Prevailing Party"** shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

28. Landlord's Access; Showing Premises. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or tenants. Landlord may, at any time, place on or about the Premises, the Building or the Center any ordinary "For Sale" and "For Lease" signs. All such activities of Landlord shall be without abatement of rent or liability to Tenant.

29. Signs. Tenant shall not place any sign upon the exterior of the Premises or the Building or in the Common Areas, except that Tenant may, with Landlord's prior written consent, install (but not on the roof) such signs as are reasonably required to advertise Tenant's own business so long as such signs are in a location designated by Landlord and comply with Applicable Requirements and the signage criteria or guidelines established for the Center by Landlord. The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of Paragraph 7 (Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations). Unless otherwise expressly agreed herein, Landlord reserves all rights to the use of the roof of the Building, and the right to install advertising signs on the Building, including the roof, which do not unreasonably interfere with the conduct of Tenant's business. Landlord shall be entitled to all revenues from such advertising signs.

30. Termination; Merger. Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Breach by Tenant, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Landlord shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subtenancies. Landlord's failure within ten (10) days following any such event to make a written election to the contrary by written notice to the holder of any such subtenancy interest, shall constitute Landlord's election to have such event constitute the termination of such interest.

31. Consents.

(a) Except for Paragraph 6.1 hereof (Permitted Use) or as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Landlord's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Tenant for any Landlord consent pertaining to this Lease or the Premises, including but not limited to consents to an assignment a subletting or the presence or use of a Hazardous Substance, shall be paid by Tenant to Landlord upon receipt of an invoice and supporting documentation therefor. In addition to the deposit described in Paragraph 12.2(e), Landlord may, as a condition to considering any such request by Tenant, require that Tenant deposit with Landlord an amount of money (in addition to the Security Deposit held under Paragraph 5) reasonably calculated by Landlord to represent the cost Landlord will incur in considering and responding to Tenant's request. Any unused portion of said deposit shall be refunded to Tenant without interest. Landlord's consent to any act, assignment of this Lease or subletting of the Premises by Tenant shall not constitute an acknowledgment that no Default or Breach by Tenant of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Landlord at the time of such consent.

(b) All conditions to Landlord's consent authorized by this Lease are acknowledged by Tenant as being reasonable. The failure to specify herein any particular condition to Landlord's consent shall not preclude the impositions by Landlord at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given.

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(c) If it is determined that Landlord failed to give its consent where it was required to do so under this Lease, Tenant shall be entitled to injunctive relief but shall not to be entitled to monetary damages or to terminate this Lease for such failure. Without limiting the generality of the foregoing, if Tenant claims that Landlord has unreasonably withheld or delayed its consent under Paragraph 12 of this Lease with respect to any proposed assignment or subletting, Tenant's sole remedy shall be an injunction for the relief sought, and Tenant waives the benefit of the remedies provided under Civil Code section 1995.310, and any similar or successor statute, judicial decision or other law that purports to allow Tenant to terminate this Lease or to seek damages under such circumstances.

32. Intentionally Deleted.

33. Quiet Possession. Upon payment by Tenant of the rent for the Premises and the performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease, including, without limitation, Paragraph 26 (Subordination and Attornment).

34. Options.

34.1 Definition. As used in this Lease, the word **"Option"** has the following meaning: (a) the right to extend the term of this Lease or to renew this Lease or to extend or renew any lease that Tenant has on other property of Landlord; (b) the right of first refusal to lease the Premises or the right of first offer to lease the Premises or the right of first refusal to lease other property of Landlord or the right of first offer to lease other property of Landlord; (c) the right to purchase the Premises, or the right of first refusal to purchase the Premises, or the right of first offer to purchase the Premises, or the right to purchase other property of Landlord, or the right of first refusal to purchase other property of Landlord, or the right of first offer to purchase other property of Landlord.

34.2 Options Personal to Original Tenant. Each Option granted to Tenant in this Lease is personal to the original Tenant named in Paragraph 1.1 hereof, and cannot be voluntarily or involuntarily assigned or exercised by any person or entity other than said original Tenant while the original Tenant is in full and actual possession of the Premises and without the intention of thereafter assigning or subletting. The Options, if any, herein granted to Tenant are not assignable, either as a part of an assignment of this Lease or separately or apart therefrom, and no Option may be separated from this Lease in any manner, by reservation or otherwise.

34.3 Multiple Options. In the event that Tenant has any multiple Options to extend or renew this Lease, a later option cannot be exercised unless the prior options to extend or renew this Lease have been validly exercised.

34.4 Effect of Default on Options.

(a) Tenant shall have no right to exercise an Option, notwithstanding any provision in the grant of Option to the contrary: (i) during the period commencing with the giving of any notice of Default under Paragraph 13.1 and continuing until the noticed Default is cured, or (ii) during the period of time any monetary obligation due Landlord from Tenant is unpaid (without regard to whether notice thereof is given Tenant), or (iii) during the time Tenant is in Breach of this Lease, or (iv) in the event that Landlord has given to Tenant three (3) or more notices of separate Defaults under Paragraph 13.1 during the twelve (12) month period immediately preceding the exercise of the Option, whether or not the Defaults are cured.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise an Option because of the provisions of Paragraph 34.4(a).

(c) All rights of Tenant under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, after such exercise and during the term of this Lease, (i) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or (ii) Landlord gives to Tenant three (3) or more notices of separate Defaults under Paragraph 13.1 during any twelve (12) month period, whether or not the Defaults are cured, or (iii) if Tenant commits a Breach of this Lease.

34.5 Construction. The provisions of this Paragraph 34 shall apply only if Tenant is specifically granted an option under a separate provision of this Lease. In no event shall this Paragraph 34 be construed as granting Tenant an option if no such separate provision exists.

35. Rules and Regulations. Tenant agrees that it will abide by, and keep and observe all reasonable, non-discriminatory rules and regulations (**"Rules and Regulations"**) which Landlord may make from time to time for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Center and their invitees.

36. Security Measures. Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of the Premises, Tenant, its Representatives and Visitors and their property from the acts of third parties. Subject to Landlord's prior written approval, which approval may be withheld or conditioned in Landlord's sole and absolute discretion, and Tenant's compliance with the provisions of Paragraph 7.3 above, Tenant may, at its sole cost and expense, install cameras or similar security equipment or a security system (**"Security System"**) in, on or around the Premises; provided however, no such Security System shall interfere with or infringe upon the rights of the other tenants of the Building or Center. Tenant shall be solely responsible, at its sole cost and expense, for any necessary maintenance, repair or replacement of the Security System. Any such Security System shall be used and operated in compliance with all Applicable Laws. Tenant agrees that in no event shall Landlord, or its agents, employees, contractors and representatives, have any liability or responsibility for the operation or effectiveness of the Security System. Tenant acknowledges that the indemnification obligation set forth in Paragraph 8.7 of this Lease shall include an obligation to defend and indemnify Landlord against any liability, injury or damage arising out of Tenant's installation, use, operation or removal of any such Security System.

37. Reservations. Landlord reserves the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights of way, utility raceways, and dedications that Landlord deems necessary, and to cause the recordation of parcel maps, covenants, conditions and restrictions, as long as such easements, rights of way, utility raceways, dedications, maps, covenants, conditions and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easement rights, dedication, map or restrictions.

38. Authority. If either Party hereto is a corporation, trust, general or limited partnership or a limited liability company, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If Tenant is a corporation, trust, general or limited partnership or a limited liability company, Tenant shall, within thirty (30) days after request by Landlord, deliver to Landlord evidence satisfactory to Landlord of such authority.

39. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be

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controlled by the typewritten or handwritten provisions.

40. Offer. Preparation of this Lease by either Landlord or Tenant or Landlord's agent or Tenant's agent and submission of same to Tenant or Landlord shall not be deemed an offer to lease.

41. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. The Parties shall amend this Lease from time to time to reflect any adjustments that are made to the Base Rent or other rent payable under this Lease.

42. Multiple Parties. Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Landlord or Tenant, the obligations of such multiple parties shall be the joint and several responsibility of all such persons or entities named herein as such Landlord or Tenant.

43. Entry, Inspection and Closure. Upon reasonable oral or written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance or repair of the Premises or the Building that Landlord has the right or obligation to perform, to install or repair improvements for other tenants where access to the Premises is required for such installation or repair, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, or to do any other act or thing necessary for the safety or preservation of the Premises or the Building. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, elevators or other facilities in the Building without liability to Tenant by reason of such closure. Landlord shall conduct its activities under this Paragraph 43 in a manner that will minimize inconvenience to Tenant without incurring additional expense to Landlord. In no event shall Tenant be entitled to an abatement of rent on account of any entry by Landlord, and Landlord shall not be liable in any manner for any inconvenience, loss of business or other damage to Tenant or other persons arising out of Landlord's entry on the Premises in accordance with this Paragraph 43. No action by Landlord pursuant to this Paragraph 43 shall constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease.

44. Force Majeure. If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, excessive rain or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

45. Drafting. The Parties agree that this Lease is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other language of any kind shall not be construed against the drafting party in accordance with California Civil Code section 1654, and that each such Party to this Lease waives the effect of such statute.

46. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

47. Entire Agreement. This Lease, including the Exhibits and any Addenda attached hereto, and the documents referred to herein, if any, constitute the entire agreement between Landlord and Tenant with respect to the leasing of the Premises by Tenant in the Building, and supersede all prior or contemporaneous agreements, understandings, proposals and other representations by or between Landlord and Tenant, whether written or oral. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Center or this Lease except as expressly set forth herein.

48. WAIVER OF JURY TRIAL. LANDLORD AND TENANT EACH ACKNOWLEDGE THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY, AND EACH PARTY DOES HEREBY EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

49. Limitation of Actions Against Landlord. Any claim, demand or right of any kind by Tenant which is based upon or arises in connection with this Lease shall be barred unless Tenant commences an action thereon within six (6) months after the date that the act, omission, event or default, upon which the claim, demand or right arises, has occurred.

50. Nondisclosure of Lease Terms. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its partners, officers, directors, employees and attorneys, shall not intentionally and voluntarily disclose the terms and conditions of this Lease to any other tenant or apparent prospective tenant of the Building or the Center, either directly or indirectly, without the prior written consent of Landlord, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease.

51. Prior Drafts. If the Parties delete any provision appearing in any prior drafts of this Lease, this Lease shall be interpreted as if the deleted language were never part of this Lease.

52. Changes Requested By Lender. If, in connection with obtaining financing for the Building and/or the Center or any portion thereof, Landlord's Lender requests reasonable modifications in this Lease as a condition to the financing, Tenant will not unreasonably withhold or delay its consent, provided that the modifications do not materially increase the obligations of Tenant or materially and adversely affect the leasehold interest created by this Lease.

53. CASp Inspection Disclosure. Landlord hereby advises Tenant that to Landlord's actual knowledge the Premises has not undergone an inspection by a certified access specialist (CASp). Except to the extent expressly set forth elsewhere in the Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises or the Center in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

> "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does

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not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)].

Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord's prior written consent.

54. Energy Disclosure. Tenant agrees to cooperate with any energy consumption disclosure requirements imposed on Landlord and with the requirements under any existing or future energy conservation or sustainability programs applicable to the Building, including without limitation those of the U.S. Green Building Council's LEED rating system, or which may be imposed on Landlord by law. Tenant shall within five (5) days after receipt of Landlord's written request therefor, provide any and all written consents to utility companies providing services to the Building required to authorize such utility companies to release energy usage data for Tenant's Premises to or for the use of Landlord, or to such other sites or parties as required for Landlord's compliance with the applicable program.

55. Miscellaneous. The determination that any provisions hereof may be void, invalid, illegal or unenforceable shall not impair any other provisions hereof and all such other provisions of this Lease shall remain in full force and effect. The unenforceability, invalidity or illegality of any provision of this Lease under particular circumstances shall not render unenforceable, invalid or illegal other provisions of this Lease, or the same provisions under other circumstances. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. When required by the context of this Lease, the singular includes the plural. Wherever the term "including" is used in this Lease, it shall be interpreted as meaning "including, but not limited to" the matter or matters thereafter enumerated. The captions contained in this Lease are for purposes of convenience only and are not to be used to interpret or construe this Lease. Neither Landlord nor Tenant shall record this Lease.

56. Exclusive Use. Subject to conditions and limitations set forth in this Paragraph, during the initial term of the Lease Landlord agrees not to lease any of the remaining spaces in the Center to any person, business, or entity whose primary business consists of operating a charter school (the **"Exclusive Use"**). The Exclusive Use shall automatically cease upon the occurrence of any of the following events:

a. The Premises ceases to be used for the Exclusive Use;
b. Tenant Defaults under the Lease;
c. Tenant assigns, or attempts to assign, the Lease or Tenant sublets all or any portion of the Premises, or the occurrence of a change in control of Tenant as defined in Paragraph 12 of the Lease;

The foregoing Exclusive Use shall not apply to any other tenant or occupant leasing space in the Center as of the Commencement Date (**"Existing Occupants"**), including but not limited to any renewals, extensions or expansions of any Existing Occupants' space.

If the Exclusive Use violates any federal, state, or local anti-trust law or other law, governmental rule or regulation, the Exclusive Use shall be void and be of no further effect. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, cost, damages, penalties, and/or expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in connection with, any claim that the Exclusive Use violates any federal, state or local law or regulation.

57. Master Lease. Landlord possesses a leasehold estate in the Premises, pursuant to that certain Lease dated September 1, 1959 (the **"Master Lease"**) between William Elliott and Irene Elliott, as landlord (**"Master Landlord"**), and Landlord, as tenant by way of assignment. As a result of such tenancy pursuant to the Master Lease, (i) the provisions of this Lease are junior, subordinate and subject to the terms and conditions of the Master Lease, and (ii) this Lease is a "sublease" in accordance with applicable law, statutes and ordinances. During the Term of this Lease, Landlord, using its commercially reasonable efforts, shall not violate the provisions of the Master Lease. The termination of the Master Lease for any reason shall result in the automatic termination of this Lease, without liability to Tenant or Landlord, as a result of such termination, in which case the parties shall have no further obligations under this Lease. Tenant hereby acknowledges and agrees that it has received a copy of the Master Lease and has reviewed the Master Lease. Tenant shall not cause or take any action or inaction which would constitute a default by Landlord under the Master Lease, and any such occurrence shall be deemed to be a default by Tenant under Paragraph 13 of this Lease.

58. Option to Extend Term. Landlord grants to Tenant a total of one (1) option to extend the Lease Term (the **"Extension Option"**) on the terms and conditions set forth in this Paragraph. The Extension Option shall be for a period of three (3) years (the **"Option Term"**). If Tenant wishes to exercise the Extension Option, Tenant shall deliver written notice of such exercise to Landlord not less than nine (9) months, and not more than twelve (12) months, before the expiration of the then existing Lease Term. Tenant may only exercise the Extension Option if, as of the date of delivery of the notice, Tenant is not in Default under this Lease beyond any applicable notice and cure period. If Tenant properly exercises the Extension Option, and provided Tenant is not in Default under the Lease at the end of the then existing Lease Term beyond any applicable notice and cure period, then the Lease will be extended for the Option Term, and Base Rent during the Option Term, and escalations thereto, shall be based upon the currently prevailing rent for comparable space of similar quality and location of the Premises determined as of the deadline for Tenant to exercise the Extension Option; provided, however, that in no event shall Base Rent payable by Tenant during the Option Term be less than one hundred three (103%) percent of the amount of Base Rent due for the last month of the existing Lease Term with three (3) percent annual escalations thereto.

59. Mutual Termination Right. Tenant and Landlord each have right to terminate this Lease (the **"Termination Right"**) during the period commencing January 1, 2025 and continuing June 30, 2025 (**"Termination Right Period"**). Either party may elect to terminate the Lease on sixty (60) days prior written notice to either party of its election to exercise the Termination Right (the **"Election Notice"**). If such Election Notice is given, the term of the Lease shall terminate as of the date sixty (60) days after the giving of such Election Notice (the "**Termination Date**"). For the purpose of clarity and avoidance of doubt, the Election Notice must be received by Landlord during the period of January 1, 2025 and April 30, 2025 (the **"Election Notice Period"**) and by way of example only, if such Election Notice were sent by Tenant and received by Landlord on March 1, 2025 the Termination Date would be May 1, 2025, and if the Election Notice were sent by Landlord and received by Tenant on April 1, 2025 the Termination Date would be June 1, 2025.

In the event either party timely and properly exercises the Termination Right during the Election Notice Period, then this Lease

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shall terminate on the Termination Date (as determined pursuant to the terms and conditions set forth hereinabove), subject to the following conditions precedent, which must occur on or before the Termination Date: (1) Tenant shall pay to Landlord all Base Rent and other monetary sums owing to Landlord as of the Termination Date; (2) Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord's representative on or before the Termination Date in the condition required by this Lease for surrender of the Premises; and (3) upon request by either party, Landlord and Tenant shall execute a written agreement memorializing the termination of this Lease.

In the event Tenant elects to exercise the Termination Right, Tenant shall pay to Landlord a **"Termination Fee"** in the amount equal to the sum of the unamortized value (amortized over seventy-eight (78) months at eight percent (8%) interest) of the brokerage commission paid in connection with this Lease. Within thirty (30) days of Landlord's receipt of Election Notice, Landlord shall provide Tenant with a calculation of the amount of the Termination Fee. Tenant shall pay the Termination Fee to Landlord within thirty (30) days following Tenant's receipt of the calculation of the amount of the Termination Fee:

The Termination Right shall automatically terminate and become null and void upon the earlier to occur of (i) the termination of Tenant's right to possession of the Premises; (ii) the assignment by Tenant of this Lease; (iii) the sublease by Tenant of all or any part of the Premises; or (iv) the failure of either party to timely or properly exercise the Termination Right.

60. Tenant Termination Option. In addition to the Termination Right set forth in Paragraph 59 above, Tenant shall have a one-time option to terminate this Lease (the **"Tenant Termination Option"**) effective as of the first day of the 42nd month of the Lease Term (**"Early Termination Date"**). Tenant may exercise the Tenant Termination Option by giving Landlord written notice of Tenant's election on or before the first day of 33rd month of the Lease Term.

In the event Tenant timely exercises the Tenant Termination Option, then this Lease shall terminate on the Early Termination Date, subject to the following conditions precedent, which must occur on or before the Early Termination Date: (1) Tenant shall pay to Landlord the Termination Fee (as that term is defined in Paragraph 59 above) and all Base Rent and other monetary sums owing to Landlord as of the Early Termination Date; (2) Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord's representative on or before the Early Termination Date in the condition required by this Lease for surrender of the Premises; and (3) upon request by either party, Landlord and Tenant shall execute a written agreement memorializing the termination of this Lease.

The Tenant Termination Option shall automatically terminate and become null and void upon the earlier to occur of (i) the termination of Tenant's right to possession of the Premises; (ii) the assignment by Tenant of this Lease; (iii) the sublease by Tenant of all or any part of the Premises; or (iv) the failure of Tenant to timely or properly exercise the Termination Option.

61. Premises "As Is". Except as otherwise specifically stated and set forth in this Lease, Tenant having had and exercised the right to inspect the Premises prior to the execution hereof, agrees that: (i) Tenant is accepting the Premises "As-Is", (ii) Landlord has no obligation to provide or pay for any improvements or alterations to the Premises, and (iii) Landlord has made no representation or warranties concerning the condition of the Premises.

62. Termination of Existing 10017 Lease. Landlord currently leases to Tenant that certain premises located at 10017 Folsom Boulevard, located in the City and County of Sacramento, State of California, with zip code 95827 (**"Existing 10017 Premises"**) pursuant to that certain Standard Commercial Multi-Tenant Lease – Gross dated for reference purposes only June 13, 2019 (**"Existing 10017 Lease"**). Effective upon the Commencement Date of this Lease, Landlord and Tenant agree that the Existing 10017 Lease shall be terminated (the **"10017 Termination Date"**). Upon the 10017 Termination Date the following shall occur; (i) all rent payable under the Existing 10017 Lease shall be paid through and apportioned as of the 10017 Termination Date; (ii) neither party shall have any rights, estates, liabilities, or obligations under the Existing 10017 Lease for the period accruing after the 10017 Termination Date, except those which, by the provisions of the Existing 10017 Lease, expressly survive the expiration or termination of the term of the Existing Lease; and (iii) Tenant shall surrender and vacate the Existing 10017 Premises and deliver possession thereof to Landlord on or before the 10017 Termination Date in the condition required under the Existing 10017 Lease for surrender of the Existing 10017 Premises and (iv) any and all of Tenant's right in and to the Existing 10017 Premises shall automatically terminate.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

IF THIS LEASE HAS BEEN FILLED IN, IT HAS BEEN PREPARED FOR YOUR ATTORNEY'S REVIEW AND APPROVAL. FURTHER, EXPERTS SHOULD BE CONSULTED TO EVALUATE THE CONDITION OF THE PROPERTY FOR THE POSSIBLE PRESENCE OF ASBESTOS, UNDERGROUND STORAGE TANKS OR HAZARDOUS SUBSTANCES. NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD, BROKERS OR THEIR CONTRACTORS, AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES; THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE. IF THE SUBJECT PROPERTY IS IN A STATE OTHER THAN CALIFORNIA, AN ATTORNEY FROM THE STATE WHERE THE PROPERTY IS LOCATED SHOULD BE CONSULTED.

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The Parties hereto have executed this Lease on the dates specified with their respective signatures.

LANDLORD:

Buzz Oates Development, L.P., a California limited partnership

By: Oates Associates Investors, LLC, a California limited liability company, General Partner

11/13/2024 By: DocuSigned by: [signature] 10FD45193235A458...
Larry E. Allbaugh, Trustee of the Larry and Laura Allbaugh Living Trust, Manager

Buzz Oates LLC, a California limited liability company

By: Oates Advisors LLC, a California limited liability company, Manager

11/13/2024 By: DocuSigned by: [signature] 10FD45193235A458...
Larry Allbaugh, Manager

Date: November ___, 2024

Address:

c/o Buzz Oates Management Services
555 Capitol Mall, Suite 900
Sacramento, CA 95814
Telephone: (916) 379-3800
Email: tenantservices@buzzoates.com

TENANT:

Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation

By: Bill McGuire
Name: Bill McGuire
Its: Executive Director

By: _____
Name: _____
Its: _____

Date: November 12, 2024

Address:

Attn: ~~Murdock Smith~~ Bill McGuire
Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
Telephone: (916) 335-1771
Email: ~~Murdock.smith@hccts.org~~
Bill.McGuire@hccts.org

BM

Billing Address:

Attn: ~~Murdock Smith~~ Bill McGuire
Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
Telephone: (916) 335-1771
Email: Bill.McGuire@hccts.org

BM

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EXHIBIT A

PREMISES

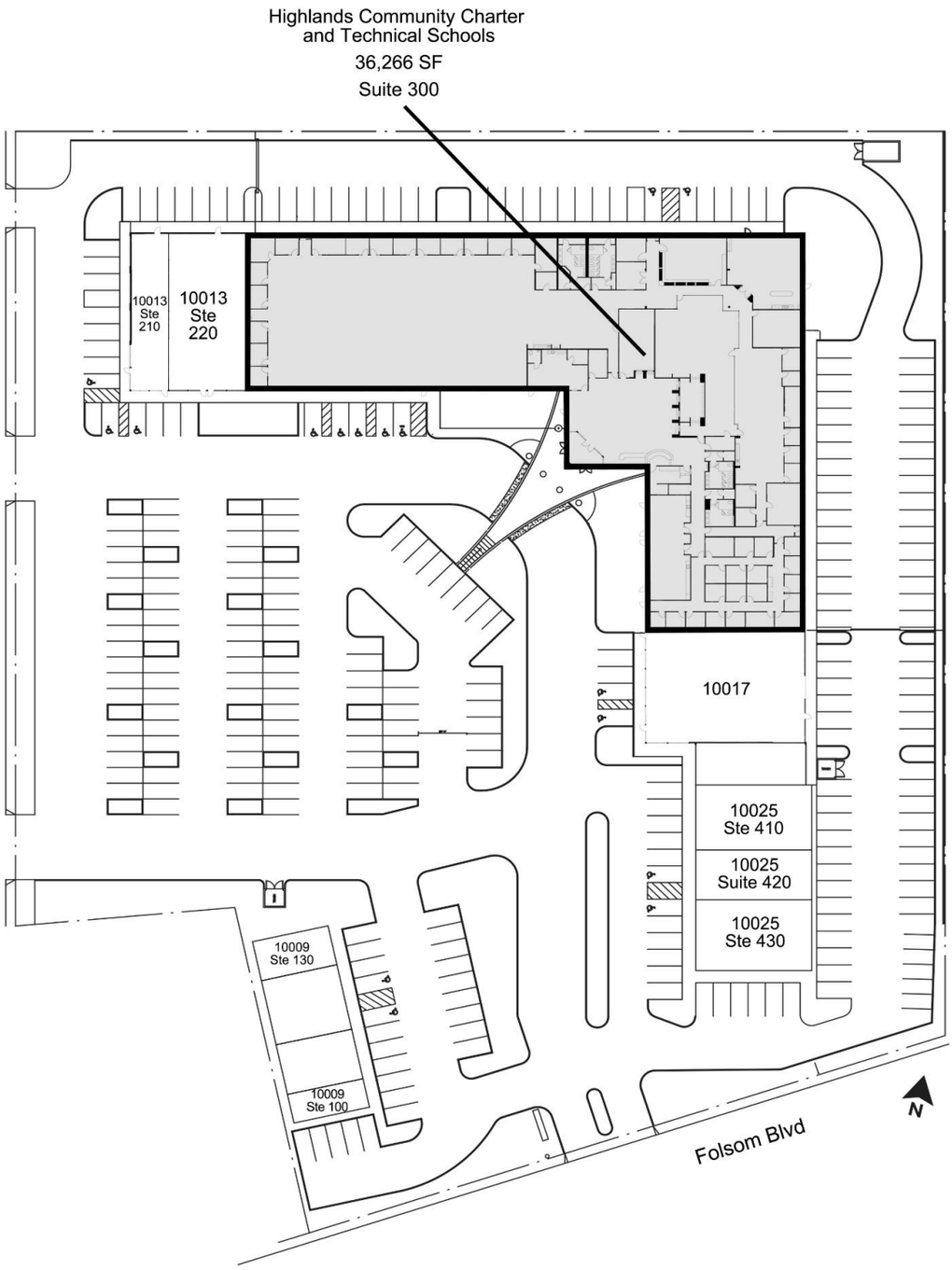

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EXHIBIT A-1

CENTER

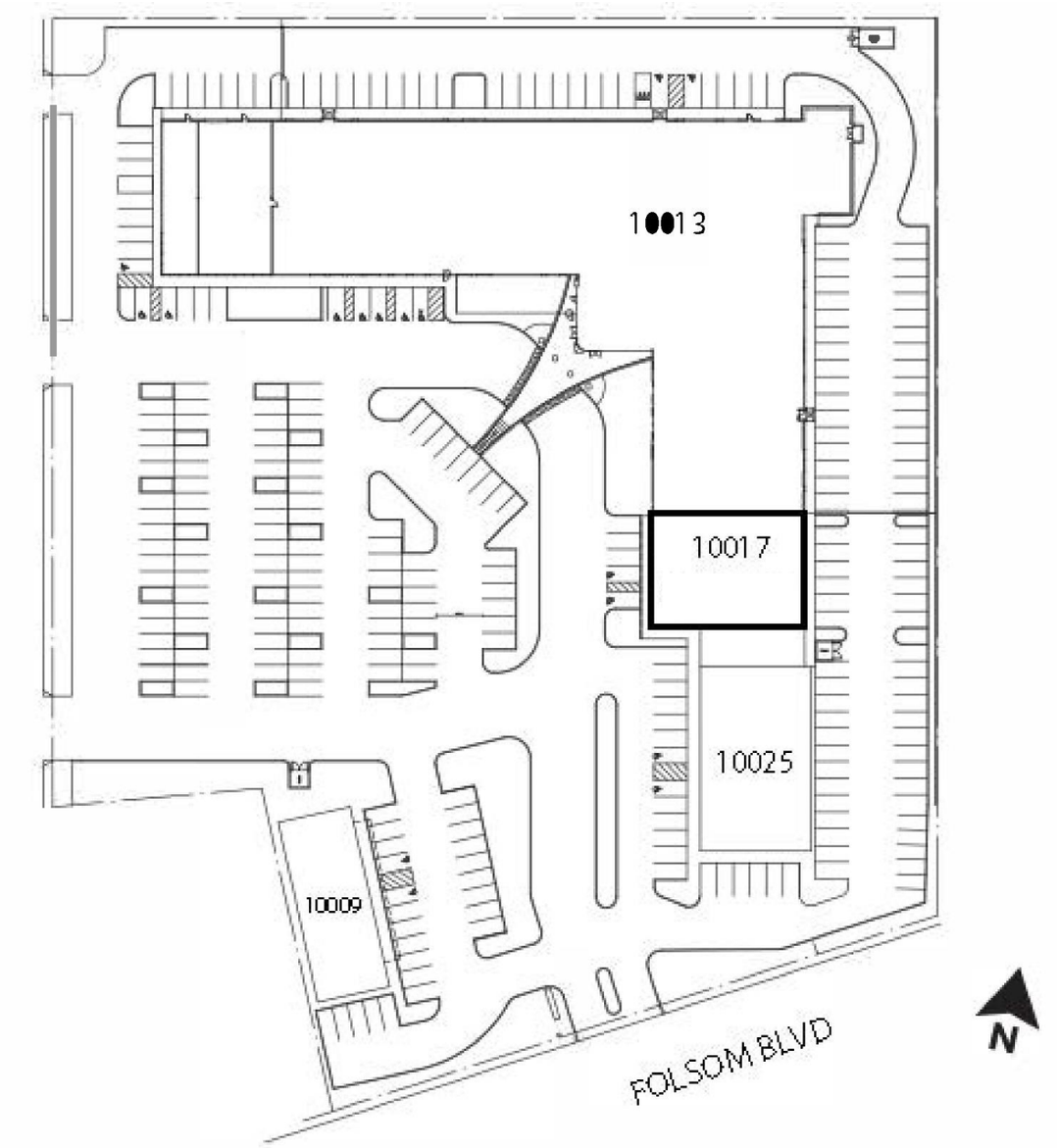

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EXHIBIT B

TENANT WORK LETTER

Tenant may perform, or cause to be performed, certain initial tenant improvement work at the Premises, as provided for in the Approved Plans (as defined in Paragraph 2 below) (the **"Tenant Work"**), in accordance with the terms and conditions set forth in this Exhibit.

1. **Pre-Construction Activities**. Prior to Tenant's commencement of the Tenant Work, Tenant shall submit the following information and items to Landlord for Landlord's review and approval:

(a) The names and addresses of Tenant's contractor(s). Landlord may, at its election, designate a list of approved contractors for performance of those portions of work involving electrical, mechanical, plumbing, heating, air conditioning, life safety systems or the roof, from which Tenant must select its contractors for such designated portions of the Tenant Work.

(b) Certificates of insurance as hereinafter described. Tenant shall not permit Tenant's contractors to commence work until the required insurance has been obtained and certified copies of policies or certificates have been delivered to Landlord.

(c) The Plans (as hereinafter defined) for the Tenant Work, which Plans shall be subject to Landlord's approval in accordance with Paragraph 2 below.

(d) Copies of all necessary building permits.

Tenant will update such information and items by notice to Landlord of any changes.

2. **Approval of Plans**. The term **"Approved Plans"** shall mean the Plans (as hereinafter defined), as and when approved in writing by Landlord. The term **"Plans"** shall mean the full and detailed architectural and engineering plans and specifications covering the Tenant Work (including, without limitation, architectural, mechanical and electrical working drawings for the Tenant Work). The Plans shall be subject to Landlord's approval and the approval of all local governmental authorities requiring approval of the Tenant Work and/or the Approved Plans. Landlord shall give its approval or disapproval (giving general reasons in case of disapproval) of the Plans within ten (10) business days after their delivery to Landlord. Landlord agrees not to unreasonably withhold its approval of said Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its approval of the Plans because, in Landlord's reasonable opinion: the Tenant Work as shown in the Plans: (1) is likely to adversely affect Building systems, the structure of the Building or the safety of the Building and/or its occupants; (2) might impair Landlord's ability to furnish services to Tenant or other tenants; (3) would increase the cost of operating the Building; (4) would violate any governmental laws, rules or ordinances (or interpretations thereof); (5) involves hazardous or toxic materials or substances which are not customarily used in the building trade; (6) would adversely affect the appearance of the Building or might materially adversely affect another tenant's premises; or (7) is prohibited by any mortgage or trust deed encumbering the Building. The foregoing reasons, however, shall not be exclusive of the reasons for which Landlord may withhold consent.

3. **Change Orders**. All material changes to the Approved Plans requested by Tenant must be approved by Landlord in advance of the implementation of such changes as part of the Tenant Work, which approval shall not be unreasonably conditioned or withheld and shall be delivered as soon as reasonably possible.

4. **Standards of Design and Construction and Conditions of Tenant's Performance**. All work done in or upon the Premises by Tenant shall be done according to the standards set forth in this Paragraph 4, except as the same may be modified in the Approved Plans approved by or on behalf of Landlord and Tenant.

(a) Tenant's Approved Plans and all design and construction of the Tenant Work shall comply with all applicable statutes, ordinances, regulations, laws, codes and industry standards, including, but not limited to, requirements of Landlord's fire insurance underwriters.

(b) Tenant shall, at its own cost and expense, obtain all required building permits and occupancy permits.

(c) Tenant's contractors shall be reputable licensed contractors. The Tenant Work shall be coordinated with any other construction or other work in the Building in order not to adversely affect construction work being performed by or for Landlord or its tenants.

(d) Tenant shall use only new materials in the Tenant Work, except where explicitly shown in the Approved Plans. All Tenant Work shall be done in a good and workmanlike manner. Tenant shall obtain contractors' warranties of at least one (1) year duration from the completion of the Tenant Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Tenant Work.

(e) Tenant and Tenant's contractors shall not unreasonably interfere with any other tenants of the Building where the Premises are located.

(f) Landlord shall have the right to order Tenant or any of Tenant's Contractors who violate the requirements imposed on Tenant or Tenant's contractors in performing work to cease work and remove its equipment and employees from the Building. No such action by Landlord shall delay the commencement of the Lease or the obligation to pay Rent or any other obligations therein set forth.

(g) Tenant shall permit access to the Premises, and the Tenant Work shall be subject to inspection, by Landlord and Landlord's architects, engineers, contractors and other representatives, at all times during the period in which the Tenant Work is being constructed and installed and following completion of the Tenant Work.

(h) Tenant shall proceed with its work expeditiously, continuously and efficiently.

(i) Tenant shall furnish to Landlord "as-built" drawings of the Tenant Work within thirty (30) days after completion of the Tenant Work.

(j) Tenant shall impose on and enforce all applicable terms of this Exhibit against Tenant's contractors.

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5. **Insurance And Indemnification**. In addition to any insurance which may be required under the Lease, Tenant shall secure, pay for and maintain or cause Tenant's contractors to secure, pay for and maintain during the continuance of the Tenant Work within the Building or Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance with limits of not less than $1,000,000.00, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the work is to be performed, and in any event sufficient to protect Tenant's contractors from liability under the aforementioned acts.

(b) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than $1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of $2,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Tenant's Contractors or by anyone directly or indirectly employed by any of them.

(c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than $500,000.00 for each person in one accident, and $1,000,000.00 for injuries sustained by two or more persons in any one accident and property damage liability in an amount not less than $1,000,000.00 for each accident. Such insurance shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Tenant's contractors, or by anyone directly or indirectly employed by any of them.

(d) "All-risk" builder's risk insurance upon the entire Tenant Work to the full insurable value thereof. This insurance shall include the interests of Landlord and Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the Tenant Work and shall insure against the perils of fire and extended coverage and shall include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft vandalism and malicious mischief. If portions of the Tenant Work are stored off the site of the Building or in transit to said site are not covered under said "all-risk" builder's risk insurance, then Tenant shall effect and maintain similar property insurance on such portions of the Tenant Work. Any loss insured under said "all-risk" builder's risk insurance is to be adjusted with Landlord and Tenant.

(e) All policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease and their respective beneficiaries, partners, directors, officers, employees and agents, and such additional persons as Landlord may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by Tenant pursuant to this Paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

(f) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law Tenant agrees to indemnify, protect, defend and hold harmless Landlord, the parties listed, or required by, the Lease to be named as additional insureds, and their respective beneficiaries, partners, directors, officers, employees and agents ("Landlord's Parties"), from and against all claims, liabilities, losses, damages and expenses of whatever nature to the extent arising out of or in connection with the Tenant Work or the entry of Tenant or Tenant's contractors into the Building and the Premises, including, without limitation, mechanic's liens, the cost of any repairs to the Premises or Building necessitated by activities of Tenant or Tenant's contractors, bodily injury to persons (including, to the maximum extent provided by law, claims arising under the California Structural Work Act) or damage to the property of Tenant, its employees, agents, invitees, licenses or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease. The foregoing indemnity shall not apply to the extent such matter arises out of or results from the sole negligence or willful misconduct of Landlord or Landlord's Parties or a breach of the Lease by Landlord.

6. **Mechanic's Liens**. Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises in connection with the Tenant Work, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on, or about the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. If Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to one and one-half times the amount of such contested lien claim or demand, indemnifying Landlord against liability for the same, as required by law for the holding of the Premises free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in participating in such action if Landlord shall decide it is to its best interest to do so

7. **Subsequent Alterations**. Any subsequent alterations or improvements desired by Tenant after the completion of the Tenant Work shall be subject to the provisions of Paragraph 7.3 of the Lease.

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EXHIBIT C

BROKER DISCLOSURES AND REPRESENTATIONS

A. **No Prior or Other Agreements; Broker Disclaimer.** The Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Landlord and Tenant each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. Each Broker shall be an intended third party beneficiary of the provisions of this paragraph.

B. **Broker's Disclosure.** The United States Congress enacted the Americans with Disabilities Act. Among other things, this act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

Various construction materials may contain items that have been or may be in the future be determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCB's and asbestos has been used in components such as fireproofing, heating, and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing dry wall and plaster. Due to prior or current uses of the property or in the area, the property may have hazardous or undesirable metals, minerals, chemicals, hydrocarbons, or biological or radioactive items (including electric and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may not leak or otherwise be released. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Landlord and Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provision, if any, they may wish to include in transaction documents regarding the property.

C. **Renewal Representation.** It shall be Tenant's sole obligation to pay any broker commissions should Tenant retain a broker to represent Tenant in negotiating the renewal to this Lease.

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EXHIBIT D

MOVE OUT STANDARDS

The following Move Out Standards are intended to provide a guideline for Tenant with respect to returning possession of the Premises to Landlord in the surrender condition required by Paragraphs 7.4(c) and (d) of the Lease. These guidelines shall not supersede or modify the requirements of Paragraphs 7.4(c) and (d) of the Lease.

1.	Lights:	Lights shall be fully operational with all bulbs functioning.
2.	Roll-Up Doors:	Tenant shall provide a written report from a licensed contractor specializing and experienced in the inspection, maintenance and service of roll up doors, within the three months prior to move out, stating that all dock equipment is in good and safe operating condition.
3.	Warehouse Floor:	Shall be free of stains and broom swept, with no racking bolts and other protrusions left in the floor. Cracks shall be repaired with an epoxy or polymer.
4.	Tenant-Installed Equipment & Wiring:	In connection with any required removal of equipment, all associated air lines, junction boxes, conduit, etcetera shall also be removed. Refer to the specific requirements of Paragraph 7.4(d) with respect to removal of Wires.
5.	Walls:	Sheetrock (drywall) damage shall be patched and fire-taped so that there are no holes in either office or warehouse areas.
6.	Roof:	Following removal of Tenant's equipment, any roof penetrations shall be properly repaired by a licensed roofing contractor. Any roof leaks must be repaired and the most recent maintenance and repair recommendations of Landlord shall have been completed. Contact Landlord's representative for prior approval before performing any repairs to the roof.
7.	Signs:	All exterior signs must be removed, any resulting holes patched and paint touched up as necessary. All window signs shall be removed.
8.	Carpets / Linoleum:	Shall be clean and stain free.
9.	Overall Cleanliness:	Clean windows, sanitize bathroom(s), vacuum carpet and remove any and all debris. Remove any pallets and debris from exterior of Premises.

Not less than thirty (30) days prior to the expiration or earlier termination of the Lease, Tenant shall contact the Landlord's representative and arrange for an initial walk through for the purpose of creating a punch list of anticipated maintenance or repair items to be addressed by Tenant in connection with its move out. On or before the expiration or earlier termination date of the Lease, Tenant shall arrange for a final inspection of the condition of the Premises by Landlord's representative and return of possession of the Premises to Landlord, including the return of all keys, access cards and parking permits related to the Premises.

Compliance with these guidelines will facilitate Landlord's processing of Tenant's Security Deposit (if any).

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DocuSign

Certificate Of Completion

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Status: Completed
Subject: Complete with Docusign: Highlands - 10009 Folsom - Leasing Workflow - MTM - 10.24.24.pdf, 208 -...
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Document Pages: 30
Signatures: 2
Certificate Pages: 5
Initials: 1
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Rick Barros
555 Capitol Mall Ste 900
Sacramento, CA 95814-4606
rickbarros@buzzoates.com
IP Address: 66.60.139.2

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11/13/2024 4:54:55 PM
Holder: Rick Barros
rickbarros@buzzoates.com
Location: DocuSign

Signer Events	Signature	Timestamp
Drew Bocook drewbocook@buzzoates.com Asset Manager DB Security Level: Email, Account Authentication (None)	Initial DB Signature Adoption: Pre-selected Style Using IP Address: 66.60.139.2	Sent: 11/13/2024 5:03:10 PM Viewed: 11/13/2024 5:05:20 PM Signed: 11/13/2024 5:16:35 PM
Electronic Record and Signature Disclosure: Accepted: 11/13/2024 5:05:20 PM ID: 729eb405-49d6-44f9-a888-8a32db43bc0c		
Larry Allbaugh larryallbaugh@buzzoates.com Investment Member Security Level: Email, Account Authentication (None)	DocuSigned by: 10FD451923FA45B... Signature Adoption: Drawn on Device Using IP Address: 174.208.67.89 Signed using mobile	Sent: 11/13/2024 5:16:37 PM Viewed: 11/13/2024 7:48:12 PM Signed: 11/13/2024 7:50:09 PM
Electronic Record and Signature Disclosure: Accepted: 3/22/2023 10:05:00 AM ID: cb4bbadd-82b9-4de2-9231-aaf3f2c3016a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/13/2024 5:03:10 PM
Certified Delivered	Security Checked	11/13/2024 7:48:12 PM

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Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	11/13/2024 7:50:09 PM
Completed	Security Checked	11/13/2024 7:50:09 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Docusign Envelope ID: E706FE4C-6460-4126-AF18-D0AA80E37606 7 PM
Parties agreed to: Drew Bocook, Larry Allbaugh

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From time to time, Buzz Oates Construction Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Buzz Oates Construction Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: htapia@buzzoates.com

To advise Buzz Oates Construction Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at htapia@buzzoates.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Buzz Oates Construction Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to htapia@buzzoates.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Buzz Oates Construction Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to htapia@buzzoates.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Buzz Oates Construction Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Buzz Oates Construction Inc during the course of your relationship with Buzz Oates Construction Inc.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and. includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either ·directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section.761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (31 commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether "Seller" means the transferor in a real property transaction and includes an owner is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

BM
INITIALS **INITIALS**

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SIERRA ASSET MANAGEMENT INC.

February 28, 2025

Highlands Community Charter & Technical Support
3600 American River Drive, Suite 280
Sacramento, CA 95864

Re: 2025 CAM Estimate
3600 American River Drive, Suite 280, Sacramento, CA

Dear Tenant:

We are in the process of finalizing the 2024 CAM Reconciliations and should have these for you by the end of March. In the meantime, as you are aware, the property sold in late 2024 resulting in a Sacramento County Assessor reassessment of the value of the building to the sales price which significantly increased the property taxes for the 2025 and resulted in the projected CAMS increasing by $.16 per square foot in 2025. The rest of the building expenses were primarily cost of living increases.

Based on these calculations, your 2025 CAM estimate is as follows:

March 2025 New Monthly CAM Payment	$143.20
Retroactive CAM Increase $143.20 (January – February)	$286.40
Total Due for March	**$3,056.60**

Please feel free to contact me, should you have any questions.

Sincerely,

Steven J. Hussey, CPM®
Principal
Sierra Asset Management

3101 Zinfandel Drive, Suite 220 | Rancho Cordova, California 95670 | (916)636-1870 | Fax: (916)636-1875 | www.sierra-asset.com

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November 19, 2024

RE: 3600, 3610 and 3620 American River Drive, Sacramento, California
Notification Regarding Change of Ownership

Dear Tenant:

This letter is to notify you, as Tenant at the above-referenced Property, that the Property has been sold by **JPI XXXIV, LLC**, a California limited liability company (**"Seller"**), to **TEICHERT LAND CO.**, a California corporation (**"Buyer"**). As of the date hereof, your Lease has been assigned by Seller to Buyer. From the date of this letter, any and all unpaid rent as well as all future rent, or any other amounts due under the terms of your Lease, shall be payable to Buyer and sent to the following address:

Sierra Asset Management, Inc.
3101 Zinfandel Drive, Suite #220
Rancho Cordova, CA 95670
(916) 637-9754
Email: steve@Sierra-Asset.com

As part of the sale, all refundable deposits, if any, actually held by Seller with respect to the Property have been transferred to, and Seller's obligations with respect to such deposits have been assumed by, Buyer as of the date of this letter.

JPI XXXIV, LLC, a California limited liability company

Gregg Mason

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Lease Form Version 17; Spring 2022

Site087 NAME: AMERICAN RIVER
02.0000.0.0000.0000.9135.087.00 - $2,706.00

087

3600 AMERICAN RIVER DRIVE, SUITE 280
SACRAMENTO, CA

OFFICE LEASE AGREEMENT

BETWEEN

JPI XXXIV, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
("LANDLORD")

AND

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, A CALIFORNIA DOMESTIC NONPROFIT CORPORATION
("TENANT")

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OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("**Lease**"), dated solely for reference purposes as of November 28, 2023, is entered into by and between JPI XXXIV, LLC, , a California limited liability company ("**Landlord**"), and Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation ("**Tenant**"). The following exhibits and attachments are incorporated into and made a part of this Lease: **Exhibit A** (Outline and Location of Premises), **Exhibit B** (Expenses and Taxes), **Exhibit C** (Work Letter), **Exhibit D** (Commencement Letter), **Exhibit E** (Building Rules and Regulations), **Exhibit F** (Additional Provisions), **Exhibit G** (Master Building Maintenance Agreement), **Exhibit H** (Parking Agreement), and **Exhibit I** (Asbestos Notification).

1. **Basic Lease Information**.

1.01 "**Building**" shall mean the building located at 3600 American River Drive, Sacramento, California. The "**Rentable Square Footage of the Building**" is deemed to be 49,305 square feet. Tenant acknowledges that the Rentable Square Footage of the Building may change due to Landlord's remeasurement of the Building or changes to the Common Areas (as defined in Section 2 below) during the Term.

1.02 "**Premises**" shall mean the area shown on **Exhibit A** to this Lease. The Premises are located on the second floor and known as Suite 280. If the Premises include one or more floors in their entirety, all corridors and restroom facilities located on such full floor(s) shall be considered part of the Premises. The "**Rentable Square Footage of the Premises**" is deemed to be 895 square feet. Tenant acknowledges that the Rentable Square Footage of the Premises may change due to Landlord's remeasurement of the Building or changes to the Common Areas during the Term.

1.03 "**Base Rent**":

Period	Monthly Base Rent*	Approximate Monthly Base Rent Rate
12/01/23 – 12/31/23	Base Rent Abated**	$2.85
01/01/24 – 12/31/24	$2,551.00	$2.85
01/01/25 – 12/31/25	$2,627.00	$2.94
01/01/26 – 12/31/26	$2,706.00	$3.02

*Rounded to the nearest whole dollar

Abated Base Rent. So long as Tenant is not in default under the Lease, Tenant shall be entitled to an abatement of Base Rent for the period of December 1, 2023 through December 31, 2023 (the "Base Rent Forgiveness Period**"). The total amount of Base Rent abated during the Base Rent Forgiveness Period is hereinafter referred to as the "**Abated Base Rent**". If Tenant defaults at any time during the Term and fails to cure such default within any applicable cure period under the Lease, all Abated Base Rent shall immediately become due and payable. The payment by Tenant of the Abated Base Rent in the event of a default shall not limit or affect any of Landlord's other rights, pursuant to the Lease or at law or in equity.

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"**Tenant's Pro Rata Share**": 1.82% (subject to Landlord's right, from time to time, to adjust such percentage to reflect revised measurements of the Premises or the Building, as specified above).

1.04 "**Base Year**" for Taxes (defined in **Exhibit B**): 2024; "**Base Year**" for Expenses (defined in **Exhibit B**): 2024.

1.05 "**Term**": A period of thirty-seven (37) months and zero (0) days. Subject to Section 3, the Term shall commence on December 1, 2023 (the "**Commencement Date**"), and, unless terminated early in accordance with this Lease, end on the last day of the thirty-seventh (37th) full calendar month following the Commencement Date (the "**Termination Date**"). 01.30.27

1.06 "**Security Deposit**": $2,706.00, as more fully described in Section 6.

1.07 "**Guarantor(s)**": None.

1.08 "**Broker(s)**": Tenant: Brian Jacks of Jacks Commercial Real Estate; Landlord: Kris Reilly of Colliers International

1.09 "**Permitted Use**": General office use.

1.10 "**Notice Addresses**":

Landlord: JPI XXXIV, LLC c/o Jackson Properties, Inc. 155 Cadillac Drive, Suite 100 Sacramento, CA 95825 Attention: Property Management	Tenant: Prior to the Commencement Date: Highlands Community Charter and Technical Schools 1333 Grand Avenue, Sacramento, CA 95838 From and after the Commencement Date: The Premises

1.11 "**Business Day(s)**" are Monday through Friday of each week, exclusive of New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("**Holidays**"). Landlord may designate additional Holidays that are commonly recognized by other office buildings in the area where the Building is located. "**Building Service Hours**" are 7:00 A.M. to 6:00 P.M. on Business Days.

1.12 "**Landlord Work**" means the work, if any, that Landlord is obligated to perform in the Premises pursuant to a separate agreement (the "**Work Letter**"), if any, attached to this Lease as **Exhibit C**.

1.13 "**Property**" means the Building and the parcel(s) of land on which it is located and, at Landlord's discretion, the parking facilities and other improvements, if any, serving the Building and the parcel(s) of land on which they are located.

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2. **Lease Grant**.

The Premises are hereby leased to Tenant from Landlord, together with the right to use any portions of the Property that are designated by Landlord for the common use of tenants and others, as such areas currently exist and as they may be changed from time to time (the "**Common Areas**").

3. **Adjustment of Commencement Date; Possession**.

3.01 If Landlord is required to perform Landlord Work prior to the Commencement Date: (a) the date set forth in Section 1.06 as the Commencement Date shall instead be defined as the "**Target Commencement Date**"; (b) the actual Commencement Date shall be the date on which the Landlord Work is Substantially Complete (defined below); and (c) the Termination Date will be the last day of the Term as determined based upon the actual Commencement Date. Landlord's failure to Substantially Complete the Landlord Work by the Target Commencement Date shall not be a default by Landlord or otherwise render Landlord liable for damages. Promptly after the determination of the Commencement Date, Landlord and Tenant shall enter into a commencement letter agreement in the form attached as **Exhibit D**. Tenant's failure to execute and return the commencement letter, or to provide written objection to the statements contained in the letter, within 30 days after the date of the letter shall be deemed an approval by Tenant of the statements contained therein. The Landlord Work shall be deemed to be "**Substantially Complete**" on the date that all the Landlord Work has been performed, other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which does not materially interfere with Tenant's use of the Premises. If Landlord is delayed in the performance of the Landlord Work as a result of the acts or omissions of Tenant, the Tenant Related Parties (defined in Section 13) or their respective contractors or vendors, including, without limitation, changes requested by Tenant to approved plans, Tenant's failure to comply with any of its obligations under this Lease, or the specification of any materials or equipment with long lead times (a "**Tenant Delay**"), the Landlord Work shall be deemed to be Substantially Complete on the date that Landlord could reasonably have been expected to Substantially Complete the Landlord Work absent any Tenant Delay.

3.02 Subject to Landlord's obligation, if any, to perform the Landlord Work, the Premises are accepted by Tenant in "as is" condition and configuration without any representations or warranties by Landlord. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition. Landlord shall not be liable for a failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by another party, however Landlord shall use reasonable efforts to obtain possession of the space. The Commencement Date for the Premises, in such event, shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party. If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay Rent (defined in Section 4.01) to Landlord for each day of possession before the Commencement Date. However, except for the cost of services requested by Tenant (e.g., additional cleaning services), Tenant shall not be required to pay Rent for any days of possession before the Commencement Date during which Tenant, with the approval of Landlord, is in possession of the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property.

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4. **Rent**.

4.01 Tenant shall pay Landlord, without any setoff, deduction, or right of recoupment, unless expressly set forth in this Lease, all Base Rent and Additional Rent due for the Term (collectively referred to as "**Rent**"). "**Additional Rent**" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord under this Lease. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent. Base Rent and, after the Base Year, recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, provided that the first monthly installment of Base Rent due and payable under the terms of this Lease shall be payable upon the execution of this Lease by Tenant; provided, however, if the Lease is executed electronically pursuant to Section 27.16 below, then such amount shall be delivered to Landlord within one (1) Business Day of such electronic execution. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. Rent shall be made payable to the entity, and sent to the address, Landlord designates and shall be made by good and sufficient check or by other means acceptable to Landlord. Tenant shall pay Landlord an administration fee equal to 10% of all past due Base Rent and recurring monthly charges of Additional Rent not received by the 5th day of each calendar month, and for all other Rent not received on or before 30 days after billing by Landlord. In addition, past due Rent shall accrue interest at 12% per annum (or the highest legal rate, whichever is lower). Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

4.02 Tenant shall pay Tenant's Pro Rata Share of Taxes and Expenses in accordance with **Exhibit B** of this Lease.

5. **Compliance with Laws; Use**.

The Premises shall be used for the Permitted Use and for no other use whatsoever. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act (collectively, the "**Law(s)**"), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. In addition, Tenant shall, at its sole cost and expense, promptly comply with any Laws that relate to the "Base Building" (defined below), but only to the extent such obligations are triggered by Tenant's use of the Premises, other than for general office use, or Alterations (defined in Section 9.03) or improvements in the Premises performed or requested by Tenant. "**Base Building**" shall include the structural portions of the Building, the public restrooms and the Building mechanical, electrical and plumbing systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. Tenant shall promptly provide Landlord with copies of any notices it receives regarding an alleged violation of Law. Tenant shall comply with the rules and regulations of the Building attached as **Exhibit E** and such other reasonable rules and regulations adopted by Landlord from time to time, including rules and regulations for the performance of Alterations (defined in Section 9), and with Landlord's Sustainability Practices (as defined in Section 26 below).

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6. **Security Deposit**.

The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant (provided, however, if the Lease is executed electronically pursuant to Section 27.16 below, then the Security Deposit shall be delivered to Landlord within one (1) Business Day of such electronic execution) and held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may use all or a portion of the Security Deposit to satisfy past due Rent or to cure any Default (defined in Section 18) by Tenant, or to satisfy any other loss or damage resulting from Tenant's Default as provided in Section 19. If Landlord uses any portion of the Security Deposit, Tenant shall, within 5 days after demand, restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 60 days after the later to occur of: (a) determination of the final Rent due from Tenant; or (b) the later to occur of the Termination Date or the date Tenant surrenders the Premises to Landlord in compliance with Section 25. Landlord may assign the Security Deposit to a successor or transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any similar or successor Laws now or hereinafter in effect.

7. **Building Services**.

7.01 Landlord shall furnish Tenant with the following services: (a) water for use in the Base Building lavatories and applicable areas within the Premises (if any); (b) customary heat and air conditioning in season during Building Service Hours, although Tenant shall have the right to receive HVAC service during hours other than Building Service Hours by paying Landlord's then-standard charge for additional HVAC service (which service, if provided, shall be provided for a minimum of two (2) hours in each instance) and providing such prior notice as is reasonably specified by Landlord; (c) standard janitorial service on Business Days; (d) elevator service; (e) electricity in accordance with the terms and conditions in Section 7.02; (f) access to the Building for Tenant and its employees 24 hours per day/7 days per week, subject to the terms of this Lease and such protective services or monitoring systems, if any, as Landlord may reasonably impose, including, without limitation, sign-in procedures and/or presentation of identification cards; and (g) such other services as Landlord reasonably determines are necessary or appropriate for the Property.

7.02 Without the consent of Landlord, Tenant's use of electrical service shall not exceed, either in voltage, rated capacity, use beyond Building Service Hours or overall load, that which Landlord reasonably deems to be standard for the Building. Landlord shall have the right to measure electrical usage by commonly accepted methods, including the installation of measuring devices such as submeters and check meters. If it is determined that Tenant is using excess electricity, Tenant shall pay Landlord Additional Rent for the cost of such excess electrical usage and for the cost of purchasing and installing the measuring device(s).

7.03 Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of repairs,

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improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in Section 27.03) (collectively a "**Service Failure**") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement under this Lease. However, if the Premises, or a material portion of the Premises, are made untenantable for a period in excess of 5 consecutive Business Days as a result of a Service Failure that is reasonably within the control of Landlord to correct, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the 6th consecutive Business Day of the Service Failure and ending on the day the service has been restored. If the entire Premises have not been rendered untenantable by the Service Failure, the amount of abatement shall be equitably prorated. Tenant hereby waives any benefits of any applicable existing or future Law, including the provisions of California Civil Code section 1932(1), permitting the termination of this Lease due to such interruption, failure or inability.

8. **Leasehold Improvements**.

All improvements in and to the Premises, including any Landlord Work or Alterations (collectively, the "**Leasehold Improvements**") shall remain upon the Premises at the end of the Term without compensation to Tenant, provided that Tenant, at its expense, in compliance with the National Electric Code or other applicable Law, shall remove any Cable (defined in Section 9.01). In addition, Landlord, by written notice to Tenant at least 30 days prior to the Termination Date, may require Tenant, at Tenant's expense, to remove any Landlord Work or Alterations that, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (the Cable and such other items collectively are referred to as "**Required Removables**"). Required Removables shall include, without limitation, internal stairways, raised floors, personal baths and showers, vaults, rolling file systems and structural alterations and modifications. Required Removables shall be removed by Tenant before the Termination Date. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to perform its obligations in a timely manner, Landlord may perform such work at Tenant's expense. Tenant, at the time it requests approval for a proposed Alteration, including improvements specified in the Work Letter attached as **Exhibit C**, may request in writing that Landlord advise Tenant whether the Alteration, including any improvements specified in the Work Letter, or any portion thereof, is a Required Removable. Within 10 days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the Alteration or other improvements are Required Removables.

9. **Repairs and Alterations**.

9.01 Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. Tenant shall promptly provide Landlord with notice of any such conditions. Tenant shall, at its sole cost and expense, perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair and maintenance obligations include, without limitation, (a) repairs to floor covering; (b) interior partitions; (c) doors; (d) the interior side of demising walls; (e) electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant

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(collectively, "**Cable**"); (f) supplemental air conditioning units, kitchens, including hot water heaters, plumbing, and similar facilities exclusively serving Tenant; and (g) Alterations. Tenant's maintenance, repair, and replacement obligations shall be performed in compliance with Landlord's Sustainability Practices (as defined in Section 26) and any certifications issued or to be issued for the Building pursuant to any Sustainability Rating System (as defined in Section 26). Subject to the terms of Section 15 below, to the extent Landlord is not reimbursed by insurance proceeds, Tenant shall reimburse Landlord for the cost of repairing damage to the Building caused by the acts of Tenant, Tenant Related Parties and their respective contractors and vendors. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to 15% of the cost of the repairs.

9.02 Landlord shall keep and maintain in good repair and working order and perform maintenance upon the: (a) structural elements of the Building; (b) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building in general; (c) Common Areas; (d) roof of the Building; (e) exterior windows of the Building; and (f) elevators serving the Building. Landlord shall promptly make repairs for which Landlord is responsible. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932, and Sections 1941 and 1942 of the California Civil Code, or any similar or successor Laws now or hereinafter in effect.

9.03 Tenant shall not make alterations, repairs, additions or improvements or install any Cable (collectively referred to as "**Alterations**") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "**Cosmetic Alteration**"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the Base Building; (d) does not require work to be performed inside the walls or above the ceiling of the Premises; and (e) does not require a building permit. Cosmetic Alterations shall be subject to all the other provisions of this Section 9.03. Prior to starting work, Tenant shall furnish Landlord with plans and specifications; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to the Base Building); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord as an additional insured; and any security for performance in amounts reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. In order to facilitate any Alterations (including any maintenance and repair work under Section 9.01 above) being performed by Landlord's preferred vendor, Jackson Properties, Inc. dba Jackson Facility Maintenance ("**JPI**"), during the Term, Tenant shall execute the Master Building Maintenance Agreement ("**MBMA**") attached as **Exhibit G** to this Lease, concurrently with execution of this Lease. Landlord shall cause JPI to execute the MBMA prior to delivering the fully-executed Lease back to Tenant. Landlord and Tenant acknowledge and agree that JPI is not a party to this Lease, but is instead only a party to the MBMA. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord, and must comply with Landlord's Sustainability Practices (as defined in Section 26), if any. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans

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for non-Cosmetic Alterations. In addition, Tenant shall pay Landlord's Manager a fee for its oversight and coordination of any non-Cosmetic Alterations equal to 15% of the cost of the non-Cosmetic Alterations; provided, however, the 15% fee shall not apply to any Alterations performed pursuant to an executed MBMA. Upon completion, Tenant shall furnish "as-built" plans for non-Cosmetic Alterations, completion affidavits and full and final waivers of liens. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law.

10. **Entry by Landlord**.

Landlord may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of repairs, alterations or additions to the Premises or any portion of the Building. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal notice of entry and shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after Building Service Hours. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

11. **Assignment and Subletting**.

11.01 Except in connection with a Permitted Transfer (defined in Section 11.04), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "**Transfer**") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed if Landlord does not exercise its recapture rights under Section 11.02. If the entity(ies) which directly or indirectly controls the voting shares/rights of Tenant changes at any time, such change of ownership or control shall constitute a Transfer unless Tenant is an entity whose outstanding stock is listed on a recognized securities exchange or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed. Tenant hereby waives the provisions of Section 1995.310 of the California Civil Code, or any similar or successor Laws, now or hereinafter in effect, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Laws, on behalf of the proposed transferee. Any Transfer in violation of this Section shall, at Landlord's option, be deemed a Default by Tenant as described in Section 18, and shall be voidable by Landlord. In no event shall any Transfer, including a Permitted Transfer, release or relieve Tenant from any obligation under this Lease.

11.02 Tenant shall provide Landlord with financial statements for the proposed transferee, a fully executed copy of the proposed assignment, sublease or other Transfer documentation and such other information as Landlord may reasonably request. Within 15 Business Days after receipt of the required information and documentation, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) reasonably refuse to consent to the Transfer in writing; or (c) in the event of an assignment of this Lease or subletting of more than 20% of the Rentable Square Footage of the Premises for more than 50% of the remaining Term (excluding unexercised options), recapture the

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portion of the Premises that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being assigned) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer, although Landlord may require Tenant to execute a reasonable amendment or other document reflecting such reduction or termination. Tenant shall pay Landlord a review fee of $2,000.00 for Landlord's review of any Permitted Transfer or requested Transfer.

11.03 Tenant shall pay Landlord 50% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of the excess within 30 days after Tenant's receipt of the excess. Tenant may deduct from the excess, on a straight-line basis, all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer. If Tenant is in Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

11.04 Tenant may assign this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization (an "**Ownership Change**") or assign this Lease or sublet all or a portion of the Premises to an Affiliate (defined below) without the consent of Landlord, provided that all of the following conditions are satisfied (a "**Permitted Transfer**"): (a) Tenant is not in Default; (b) in the event of an Ownership Change, Tenant's successor shall own substantially all of the assets of Tenant and have a tangible net worth which is at least equal to Tenant's net worth as of the day prior to the proposed Ownership Change, or in the event of a Transfer to an Affiliate, Tenant continues to have a tangible net worth equal to or greater than Tenant's net worth at the date of this Lease or the Affiliate has a tangible net worth equal to Tenant's tangible net worth at the date of this Lease; (c) the Permitted Use does not allow the Premises to be used for retail purposes; and (d) Tenant shall give Landlord written notice at least 15 Business Days prior to the effective date of the Permitted Transfer. Tenant's notice to Landlord shall include information and documentation evidencing the Permitted Transfer and showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement. "**Affiliate**" shall mean an entity controlled by, controlling or under common control with Tenant.

12. **Liens**.

Tenant shall not permit mechanics' or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant or its transferees. Tenant shall give Landlord notice at least 15 days prior to the commencement of any work in the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Tenant, within 10 days of notice from Landlord, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien Law and, if Tenant fails to do so, Tenant shall be deemed in Default under this Lease and, in addition to any other remedies available to Landlord as a result of such Default by Tenant, Landlord, at its option, may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees.

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13. **Indemnity and Waiver of Claims**.

Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties (defined below), Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "**Losses**"), which may be imposed upon, incurred by or asserted against Landlord, any of the Landlord Related Parties or any Mortgagees (defined in Section 23) by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties (defined below) or any of Tenant's transferees, contractors or licensees. Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties, and subject to the limitations of Section 20 below, Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("**Tenant Related Parties**") harmless against and from all Losses which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third party and arising out of or in connection with the acts or omissions (including violations of Law) of Landlord or the Landlord Related Parties, but only to the extent that such indemnity obligations of Landlord hereunder would be covered by the proceeds of liability insurance maintained by Landlord. Tenant hereby waives all claims against and releases Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents (the "**Landlord Related Parties**"), and all Mortgagees from all claims for any injury to or death of persons or damage to property in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, or (d) the inadequacy or failure of any security or protective services, personnel or equipment, whether or not the negligence or willful misconduct of Landlord or the Landlord Related Parties was a cause of, or in any way contributed to, such damage, death or injury.

14. **Insurance**.

Tenant shall maintain the following insurance ("**Tenant's Insurance**"): (a) Commercial General Liability and Property Damage Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum $2,000,000 per occurrence limit and $3,000,000 annual aggregate limit; (b) Commercial Automobile Liability providing a minimum of $1,000,000 combined single limit (c) Property Insurance, including a minimum of 12 months of Business Interruption coverage, written on an All Risk or Special Cause of Loss Form, including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and any Leasehold Improvements performed by or for the benefit of Tenant; (d) Workers' Compensation Insurance in amounts required by Law; and (e) Employers Liability Coverage of at least $1,000,000.00 per occurrence. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability and Property Damage Insurance policies shall name as additional insured (by using the ISO Additional Insured Endorsement CG 2011 04/13 or its equivalent) Landlord (or its successors and assignees), the managing agent for the Building (or any successor), and any lender with a deed of trust encumbering the Property or any part thereof,

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of whom Landlord has notified Tenant, are included as additional insureds, and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear. In addition, Landlord shall be named as a loss payee with respect to Property/Business Interruption Insurance on the Leasehold Improvements using an "ACORD 28 (10/2003)" evidence of insurance or other form reasonably acceptable to Landlord. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk property insurance on the Building at replacement cost value as reasonably estimated by Landlord, together with such other insurance coverage as Landlord, in its reasonable judgment, may elect to maintain.

15. **Subrogation**.

Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance shall be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

16. **Casualty Damage**.

16.01 If all or any portion of the Premises becomes untenantable by fire or other casualty to the Premises (collectively a "**Casualty**"), Landlord, with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required using standard working methods to Substantially Complete the repair and restoration of the Premises and any Common Areas necessary to provide access to the Premises ("**Completion Estimate**"). If the Completion Estimate indicates that the Premises or any Common Areas necessary to provide access to the Premises cannot be made tenantable within 270 days from the date the repair is started, then either party shall have the right to terminate this Lease upon written notice to the other within 10 days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the Casualty was caused by the negligence or intentional misconduct of Tenant or any Tenant Related Parties. In addition, Landlord, by notice to Tenant within 90 days after the date of the Casualty, shall have the right to terminate this Lease if: (a) the Premises have been materially damaged and there is less than 2 years of the Term remaining on the date of the Casualty; (b) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (c) a material uninsured loss to the Building or Premises occurs.

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16.02 If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises and Common Areas. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by Landlord. Upon notice from Landlord, Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Leasehold Improvements performed by or for the benefit of Tenant; provided if the estimated cost to repair such Leasehold Improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs. In no event shall Landlord be required to spend more for the restoration than the proceeds received by Landlord, whether insurance proceeds or proceeds from Tenant. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenantable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant.

16.03 The provisions of this Lease, including this Section 16, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises or the Property, and any Laws, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any similar or successor Laws now or hereinafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises or the Property.

17. **Condemnation**.

Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "**Taking**"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within 45 days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Base Rent and Tenant's Pro Rata Share shall be appropriately adjusted to account for any reduction in the square footage of the Building or Premises. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds are expressly waived by Tenant, however, Tenant may file a separate claim for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking. Tenant hereby waives

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any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

18. **Events of Default**.

In addition to any other default specifically described in this Lease, each of the following occurrences shall be a "**Default**": (a) Tenant's failure to pay any portion of Rent when due, if the failure continues for 3 days after written notice to Tenant ("**Monetary Default**"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant provided, however, if Tenant's failure to comply cannot reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as Tenant begins the cure within 10 days and diligently pursues the cure to completion; (c) Tenant permits a Transfer without Landlord's required approval or otherwise in violation of Section 11 of this Lease; (d) Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due or forfeits or loses its right to conduct business; (e) the leasehold estate is taken by process or operation of Law; (f) in the case of any ground-floor or retail Tenant, Tenant does not take possession of or abandons or vacates all or any portion of the Premises; or (g) Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord at the Building or Property. If Landlord provides Tenant with notice of Tenant's failure to comply with any specific provision of this Lease on 3 separate occasions during any 12-month period, Tenant's subsequent violation of such provision shall, at Landlord's option, be an incurable Default by Tenant. All notices sent under this Section shall be in satisfaction of, and not in addition to, any notice required by Law.

19. **Remedies**.

19.01 Upon the occurrence of any Default under this Lease, whether enumerated in Section 18 or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of Rent or other obligations, except for those notices specifically required pursuant to the terms of Section 18 or this Section 19, and waives any and all other notices or demand requirements imposed by applicable law):

(a) Terminate this Lease and Tenant's right to possession of the Premises and recover from Tenant an award of damages equal to the sum of the following:

(i) The Worth at the Time of Award of the unpaid Rent which had been earned at the time of termination;

(ii) The Worth at the Time of Award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant affirmatively proves could have been reasonably avoided;

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(iii) The Worth at the Time of Award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant affirmatively proves could be reasonably avoided;

(iv) Any other amount necessary to compensate Landlord for all the detriment either proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(v) All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.

The "**Worth at the Time of Award**" of the amounts referred to in parts (i) and (ii) above, shall be computed by allowing interest at the lesser of a per annum rate equal to: (A) the greatest per annum rate of interest permitted from time to time under applicable law, or (B) the Prime Rate plus 5%. For purposes hereof, the "**Prime Rate**" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the State of California. The "**Worth at the Time of Award**" of the amount referred to in part (iii), above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%;

(b) Employ the remedy described in California Civil Code § 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or

(c) Notwithstanding Landlord's exercise of the remedy described in California Civil Code § 1951.4 in respect of an event or events of default, at such time thereafter as Landlord may elect in writing, to terminate this Lease and Tenant's right to possession of the Premises and recover an award of damages as provided above in Section 19.01(a).

19.02 The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof shall be effective unless such waiver is in writing and signed by Landlord.

19.03 TENANT HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY SECTION 3275 OF THE CIVIL CODE OF CALIFORNIA AND BY SECTIONS 1174(c) AND 1179 OF THE CODE OF CIVIL PROCEDURE OF CALIFORNIA AND ANY AND ALL OTHER LAWS AND RULES OF LAW FROM TIME TO TIME IN EFFECT DURING THE LEASE TERM PROVIDING THAT TENANT SHALL HAVE ANY RIGHT TO REDEEM, REINSTATE OR RESTORE THIS LEASE FOLLOWING ITS TERMINATION BY REASON OF TENANT'S BREACH. TENANT ALSO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE.

19.04 No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy reserved by Landlord

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shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

19.05 If Tenant is in Default of any of its non-monetary obligations under this Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to 15% of the cost of the work performed by Landlord.

19.06 Any agreement for free or abated rent or other charges, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or other consideration for Tenant's entering into this Lease (all of which concessions are hereinafter referred to as "**Inducement Provisions**"), shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon breach of this Lease by Tenant, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, notwithstanding any subsequent cure of said breach by Tenant. The acceptance by Landlord of rent or the cure of the breach which initiated the operation of this Section 19.06 shall not be deemed a waiver by Landlord of the provisions of this Section 19.06 unless specifically so stated in writing by Landlord at the time of such acceptance.

19.07 This Section 19 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

20. **Limitation of Liability**.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE PROPERTY IF THE PROPERTY WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO 70% OF THE VALUE OF THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE

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MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 23 BELOW), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT. TENANT SHALL NOT HAVE THE RIGHT BASED UPON A DEFAULT OF LANDLORD TO TERMINATE THIS LEASE OR TO WITHHOLD, OFFSET OR ABATE RENT, TENANT'S SOLE RECOURSE FOR LANDLORD'S DEFAULT BEING AN ACTION FOR DAMAGES AGAINST LANDLORD FOR DIMINUTION IN THE RENTAL VALUE OF THE PREMISES FOR THE PERIOD OF LANDLORD'S DEFAULT WHICH IS PROXIMATELY CAUSED BY LANDLORD'S DEFAULT. TENANT SHALL NOT HAVE THE RIGHT TO TERMINATE THIS LEASE OR TO WITHHOLD, OFFSET OR ABATE THE PAYMENT OF RENT BASED UPON THE UNREASONABLE OR ARBITRARY WITHHOLDING BY LANDLORD OF ITS CONSENT OR APPROVAL OF ANY MATTER REQUIRING LANDLORD'S CONSENT OR APPROVAL, INCLUDING, BUT NOT LIMITED TO, ANY PROPOSED TRANSFER.

21. **Relocation**.

Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to space of reasonably comparable size and utility ("**Relocation Space**") within the Building or other buildings within the same project upon 60 days' prior written notice to Tenant. From and after the date of the relocation, the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable out-of-pocket costs of relocation, including all costs for moving Tenant's furniture, equipment, supplies and other personal property, as well as the cost of printing and distributing change of address notices to Tenant's customers and one month's supply of stationery showing the new address.

22. **Holding Over**.

If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises within 15 days after notice from Landlord, Tenant shall be liable for all damages that Landlord suffers from the holdover.

23. **Subordination to Mortgages; Estoppel Certificates: Financial Statements**.

23.01 Subordination. This Lease and any rights of Tenant granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Mortgage**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof; and to all renewals, modifications, and extensions thereof. Tenant agrees that the holders of any such Mortgage (in this Lease together referred to as

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"**Mortgagee**") shall have no liability or obligation to perform any of the obligations of Landlord under this Lease. Any Mortgagee may elect to have this Lease and/or rights of Tenant granted hereby superior to the lien of its Mortgage by giving written notice thereof to Tenant, whereupon this Lease and such rights of Tenant shall be deemed prior to such Mortgage, notwithstanding the relative dates of the documentation or recordation thereof.

23.02 Attornment. If Landlord transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Mortgage to which this Lease is subordinated (a) at the request of such new owner, Tenant shall attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof; or, at the election of such new owner, this Lease shall automatically become a new Lease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof; and (b) Landlord shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (i) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (ii) be subject to any offsets or defenses which Tenant might have against any prior landlord; (iii) be bound by prepayment of more than one month's rent, or (iv) be liable for the return of any security deposit paid to any prior landlord. Tenant waives its right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease as a result of any sale of the Premises or the foreclosure or termination of any Mortgage.

23.03 Non-Disturbance. With respect to any Mortgage to which Tenant is requested to subordinate in writing, Landlord shall use reasonable, good faith efforts to receive a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Mortgagee which Non-Disturbance Agreement provides that Tenant's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Tenant is not in default hereof and attorns to the record owner of the Premises. Tenant acknowledges that the Non-Disturbance Agreement may contain the limitations on liability of the succeeding owner set forth in Section 23.02 above, and will be in the form that the Mortgagee typically provides tenants such as Tenant, taking into account the terms of this Lease, the creditworthiness of Tenant and such criteria as its Mortgagee customarily applies. Such Non-Disturbance Agreement may provide, among other things, that (a) such Mortgagee shall be entitled to receive notice of any Landlord default under this Lease plus a reasonable opportunity to cure such default; (b) such Mortgagee shall not be bound by any modification or amendment to this Lease, or any cancellation or surrender of this Lease, without such Mortgagee's consent, (c) such Mortgagee shall not be bound by any obligation under this Lease or the Work Letter (if any) to perform or pay for any improvements to the Premises. Landlord shall have no obligation to negotiate the terms of the Non-Disturbance Agreement on Tenant's behalf, or to incur any legal fees or other out-of-pocket expenses in obtaining the Non-Disturbance Agreement.

23.04 Self-Executing. The agreements contained in Sections 23.01, 23.02, and 23.03 above shall be effective without the execution of any further documents; provided, however, that, upon written request from Landlord or a Mortgagee in connection with a sale, financing or refinancing of the Premises, Tenant shall, within 10 days after receipt of a written request, execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

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23.05 Mortgagee Protection. Tenant agrees to give any Mortgagee, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents and leases, or otherwise) of the address of such Mortgagee. If Landlord shall have failed to cure such default within 30 days from the effective date of such notice of default, then the Mortgagee shall have an additional 30 days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including the time necessary to foreclose or otherwise terminate its Mortgage, if necessary to effect such cure), and this Lease shall not be terminated so long as such remedies are being diligently pursued.

23.06 Estoppel Certificates. Within 10 days after written request therefor, Tenant shall execute and deliver to Landlord, in a form provided by or satisfactory to Landlord, a certificate stating that this Lease is in full force and effect, describing any amendments or modifications hereto, acknowledging that this Lease is subordinate or prior, as the case may be, to any Mortgage and stating any other information Landlord may reasonably request, including the Term, the monthly Base Rent, the date to which Rent has been paid, the amount of any Security Deposit or prepaid rent, whether either party hereto is in default under the terms of the Lease, and whether Landlord has completed its construction obligations hereunder (if any), and providing such other information concerning this Lease or the Premises as Landlord may reasonably request. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Property shall be entitled to rely upon any such certificate. If Tenant fails to deliver such certificate within 10 days after Landlord's second written request therefor, Tenant shall be liable to Landlord for any damages incurred by Landlord including any profits or other benefits from any financing of the Property or any interest therein which are lost or made unavailable as a result, directly or indirectly, of Tenant's failure or refusal to timely execute or deliver such estoppel certificate.

23.07 Financial Statements. Throughout the Term of this Lease, within 10 days after written request by Landlord, not more than once a year, Tenant shall deliver to Landlord a copy of the financial statements for Tenant and any Guarantor (including at least a year-end balance sheet and a statement of profit and loss) for each of the three most recently completed years, prepared in accordance with generally accepted accounting principles (and, if such is Tenant's and/or Guarantor's normal practice, audited by an independent certified public accountant), all then available subsequent interim statements, and such other financial information as may reasonably be requested by Landlord or required by any Mortgagee.

23.08 Changes Requested by Mortgagee. If, in connection with obtaining financing for the Property, the lender shall request reasonable modifications in this Lease as a condition to the financing, Tenant will not unreasonably withhold or delay its consent, provided that the modifications do not materially increase the obligations of Tenant or materially and adversely affect the leasehold interest created by this Lease.

24. **Notices**.

All demands, approvals, consents or notices (collectively referred to as a "**notice**") shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1. Each notice shall be deemed to have been received on the earlier to occur of

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actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address. Notwithstanding any provision of this Lease to the contrary, if this Lease (or any rider, addendum or subsequent amendment hereto) grants Tenant any option to extend or renew the Term, or to expand the Premises, the exercise of such option shall be valid only if Landlord actually receives written notice thereof from Tenant by the date that such option expires. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by California Code of Civil Procedure section 1161 or any similar or successor statute.

25. **Surrender of Premises**.

At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If required by Landlord's Sustainability Practices (as defined in Section 26), Tenant shall dispose of any equipment, furnishings, or materials no longer needed by Tenant in an environmentally sustainable manner, and shall recycle or re-use such equipment, furnishings, or materials in accordance with Landlord's Sustainability Practices. If Tenant fails to remove any of Tenant's Property within 2 days after termination of this Lease or Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within 30 days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to Tenant's Property shall vest in Landlord.

26. **Sustainability Issues**.

26.01 Definitions. "**Sustainability Practices**" shall mean any rules, regulations, practices and guidelines relating to Property operations, maintenance, repairs, replacements, initial tenant improvements and/or alterations and intended to (i) reduce the Property's use of water and energy, natural resources and/or hazardous materials, (ii) improve indoor environmental quality, and/or (iii) improve tenant recycling programs, and may include building systems upgrades to meet the energy, water, and lighting performance standards under one of the Sustainability Rating Systems (as defined below). Landlord may modify, eliminate or add to its Sustainability Practices in its sole and absolute discretion, and reserves the right, in its sole and absolute discretion, to waive enforcement of such Sustainability Practices against certain tenants of the Property. "**Sustainability Rating System**" shall mean any of the following: (i) the U.S. EPA's Energy Star® rating system, (ii) the Green Building Initiative's Green Globes™ for Continual Improvement of Existing Buildings rating system, (iii) the U.S. Green Building Council's Leadership in Energy and Environmental Design rating system, (iv) any successor to any of the foregoing systems, and/or (v) another comparable sustainability rating system.

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26.02 Recycling and Waste Management. Tenant covenants and agrees, at its sole cost and expense: (a) to comply with all applicable Laws regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish and other refuse (collectively, "**trash**"); (b) to comply with Landlord's recycling policy as part of Landlord's Sustainability Practices where it may be more stringent than applicable Laws; (c) to sort and separate its trash and recycling into such categories as are provided by Laws or Landlord's Sustainability Practices; (d) that each separately sorted category of trash and recycling shall be placed in separate receptacles as directed by Landlord; (e) that Landlord reserves the right to refuse to collect or accept from Tenant any waste that is not separated and sorted as required by law, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord; and (f) that Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 26.02.

27. **Miscellaneous**.

27.01 This Lease shall be interpreted and enforced in accordance with the Laws of the State of California and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected. If there is more than one Tenant or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities, and requests or demands from any one person or entity comprising Tenant shall be deemed to have been made by all such persons or entities. Notices to any one person or entity shall be deemed to have been given to all persons and entities. Tenant represents and warrants to Landlord that (a) each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, (i) in violation of any laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/tllsdn.pdf or any replacement website or other replacement official publication of such list, and (b) Tenant shall not engage in any actions in violation of any such laws or associate with such individuals or entities during the Term. Tenant hereby agrees to defend, indemnify and hold harmless Landlord and its Mortgagee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representation and warranty.

27.02 If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees. In addition, Landlord shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default, with the parties agreeing that $200.00 is a reasonably minimum per occurrence for such services and consultation. Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default, shall not constitute a waiver of the default, nor shall it constitute an estoppel.

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27.03 Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**").

27.04 Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and Property. Upon transfer Landlord shall be released from any further obligations hereunder and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations, provided that, any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Landlord's obligations under this Lease.

27.05 Landlord has delivered a copy of this Lease to Tenant for Tenant's review only and the delivery of it does not constitute an offer to Tenant or an option. Tenant represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Landlord shall indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of any brokers claiming to have represented Landlord in connection with this Lease.

27.06 Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

27.07 Upon Tenant performing all of the covenants and provisions on Tenant's part to be observed and performed under this Lease (including the payment of Rent hereunder), Tenant shall have the right to use and occupy the Premises in accordance with and subject to the terms and conditions of this Lease as against all persons claiming by, through, or under Landlord. This covenant shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

27.08 This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents. Neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by an authorized representative of Landlord and Tenant.

27.09 Tenant agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord, and that disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants. Tenant hereby agrees that Tenant and its partners, officers, directors, employees, agents, real estate brokers and sales persons and attorneys shall not

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disclose the terms of this Lease to any other person without Landlord's prior written consent, except to any accountants of Tenant in connection with the preparation of Tenant's financial statements or tax returns, to an assignee of this Lease or subtenant of the Premises, or to an entity or person to whom disclosure is required by applicable law or in connection with any action brought to enforce this Lease.

27.10 If the parties delete any provision appearing in any prior drafts of this Lease, this Lease shall be interpreted as if the deleted language were never part of this Lease.

27.11 Any claim, demand or right of any kind by Tenant which is based upon or arises in connection with this Lease shall be barred unless Tenant commences an action thereon within 6 months after the date that the act, omission, event or default upon which the claim, demand or right arises, has occurred.

27.12 In the event Tenant vacates or abandons the Premises but is otherwise in compliance with all the terms, covenants and conditions of this Lease, Landlord shall (i) have the right to enter into the Premises in order to show the space to prospective tenants, (ii) have the right to reduce the services provided to Tenant pursuant to the terms of this Lease to such levels as Landlord reasonably determines to be adequate services for an unoccupied premises, and (iii) during the last six (6) months of the Term, have the right to prepare the Premises for occupancy by another tenant upon the end of the Term. Tenant expressly acknowledges that in the absence of Landlord terminating Tenant's right to possession pursuant to Section 19 of this Lease, none of the foregoing acts of Landlord or any other act of Landlord shall constitute a termination of Tenant's right to possession or an acceptance of Tenant's surrender of the Premises, and this Lease shall continue in effect.

27.13 Tenant shall provide written notice of its intent to vacate the Premises at least 60 days prior to the Termination Date ("Tenant's Vacation Notice"). Tenant's failure to timely provide Tenant's Vacation Notice shall not modify the Term, create any obligation by Landlord to extend the Term, nor modify any of Landlord's rights and remedies under Sections 19, Remedies, or 22, Holdover, of this Lease. Landlord may waive Tenant's obligation to provide Tenant's Vacation Notice in Landlord's sole and absolute discretion.

27.14 Landlord reserves the absolute right to contract with any other person or entity to be a tenant in the Property as Landlord, in Landlord's sole business judgment, determines best to promote the interests of the Property. Tenant does not rely on the expectation, and Landlord does not represent, that any specific tenant or type or number of tenants will, during the Lease term, occupy any space in the Property.

27.15 This Lease shall be construed as though the covenants of Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof.

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27.16 This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease. The parties contemplate that they may be executing counterparts of this Lease transmitted electronically or by facsimile and agree and intend that an electronic signature or a signature by facsimile machine shall bind the party so signing with the same effect as though the signature were an original signature.

28. **Landlord Renovations**.

Tenant acknowledges that Landlord or an affiliate of Landlord will or may during the Term renovate, improve, alter, or modify (collectively, the "**Renovations**") the Building, including any parking facilities, Common Areas, systems and equipment, roof, and structural portions of the same, and that such Renovations may include (a) modifying the Common Area and Tenant spaces to comply with applicable Laws and regulations, including regulations relating to the physically disabled, seismic conditions, and Building safety and security, (b) installing new carpeting, lighting, and wall coverings in the Common Areas, and (c) constructing tenant improvements in the premises of other tenants of the Building, and in connection with such Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Land, including portions of the Common Areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, the Common Area or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations. Nothing in this Section above shall be deemed or interpreted to increase any obligations of Landlord under or set forth elsewhere in this Lease. In addition, it is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, the Building, the Land or any part thereof, and that no representations respecting the condition of the Premises, the Building or the Land have been made by Landlord to Tenant, all except as expressly and specifically set forth and provided in this Lease.

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Landlord and Tenant have executed this Lease as of the dates set forth below.

LANDLORD:

JPI XXXIV, LLC, a California limited liability company

MANAGER:

Jackson Properties, Inc., a California corporation

By:_____
John M. Jackson, Jr.,
Chief Executive Officer

Date:_____

TENANT:

Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation

By: DocuSigned by: Murdock Smith 6AA7C3E2A596498...
Murdock Smith
Chief Executive Officer/Executive Director

Date: 12/4/2023

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EXHIBIT A

OUTLINE AND LOCATION OF PREMISES

3600 American River Drive, Suite 280

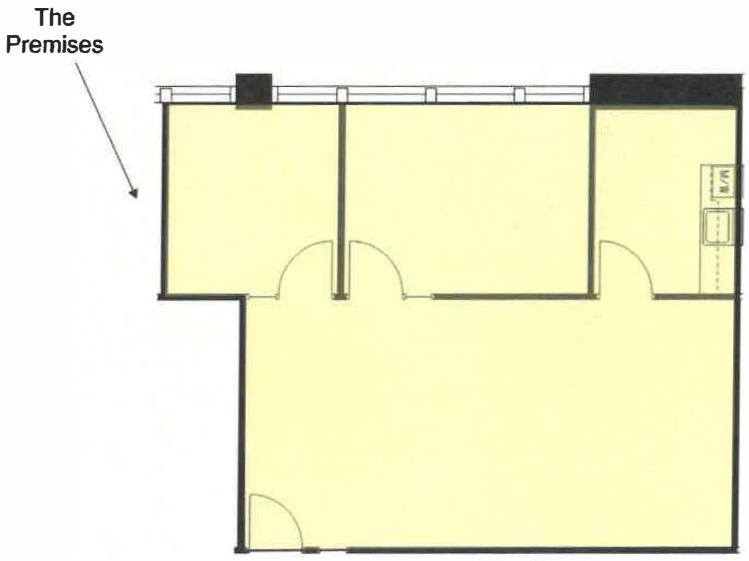

"This exhibit is for illustration purposes only, and the locations and dimensions may only be approximate. This exhibit does not amend the Lease; the Lease shall control if there is any conflict; the information contained in this exhibit does not constitute a representation or warranty by Landlord."

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EXHIBIT B

EXPENSES AND TAXES—BASE YEAR ARRANGEMENT

1. **Payments**.

1.01 Tenant shall pay Tenant's Pro Rata Share of the amount, if any, by which Expenses (defined below) for each calendar year during the Term exceed Expenses for the Base Year (the "**Expense Excess**") and also the amount, if any, by which Taxes (defined below) for each calendar year during the Term exceed Taxes for the Base Year (the "**Tax Excess**"). If Expenses or Taxes in any calendar year decrease below the amount of Expenses or Taxes for the Base Year, Tenant's Pro Rata Share of Expenses or Taxes, as the case may be, for that calendar year shall be $0. Landlord shall provide Tenant with a good-faith estimate of the Expense Excess and of the Tax Excess for each calendar year during the Term. On or before the first day of each calendar month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of both the Expense Excess and Tax Excess. If Landlord determines that its good faith estimate was incorrect by a material amount, Landlord may provide Tenant with a revised estimate. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess or the Tax Excess by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate.

1.02 As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess and the actual Taxes and Tax Excess for the prior calendar year. Landlord's failure to reconcile after each calendar year shall not be deemed a waiver of Tenant's or Landlord's obligations hereunder when reconciliation occurs. If the estimated Expense Excess or estimated Tax Excess for the prior calendar year is more than the actual Expense Excess or actual Tax Excess, as the case may be, for the prior calendar year, Landlord shall either provide Tenant with a refund or apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess or estimated Tax Excess for the prior calendar year is less than the actual Expense Excess or actual Tax Excess, as the case may be, for such prior year, Tenant shall pay Landlord, within 30 days after its receipt of the statement of Expenses or Taxes, any underpayment for the prior calendar year.

2. **Expenses**.

2.01 "**Expenses**" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, replacing, and managing the Building and the Property. Expenses include, without limitation: (a) all labor and labor-related costs, including wages, salaries, bonuses, taxes, insurance, uniforms, training, retirement plans, pension plans and other employee benefits; (b) the cost of the operation, maintenance, repair and replacement of the Building or Property (including, without limitation, maintenance, repair and replacement of glass, the roof covering or membrane, Base Building systems, and landscaping); provided, however, that to the extent that the cost of any such replacements are required to be capitalized for federal income

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tax purposes, the cost of such replacements (and, at Landlord's option, including the actual or imputed interest on the unamortized balance at the rate Landlord would reasonably be required to pay to finance such replacements) shall be amortized over such useful life as Landlord shall reasonably determine; (c) the cost of equipping, staffing and operating an on-site and/or off-site management office for the Building, provided if the management office services one or more other buildings or properties, the shared costs and expenses of equipping, staffing and operating such management office(s) shall be equitably prorated and apportioned between the Building and the other buildings or properties; (d) accounting costs; (e) the cost of services; (f) rental and purchase cost of parts, supplies, tools and equipment; (g) insurance premiums and deductibles; (h) electricity, gas and other utility costs; (i) a management cost recovery equal to 5% of all income (excluding such management cost recovery) derived from the Property, including, without limitation, all Rent hereunder, all rent and other payments derived from other tenants in the Property, parking revenues and other revenues derived from licensees of any other part of or right in the Property; (j) the cost of capital improvements made subsequent to the Base Year which are: (1) performed primarily to reduce current or future operating expense costs, upgrade Building security or otherwise improve the operating efficiency of the Property; or (2) required to comply with any Laws that are enacted, or first interpreted to apply to the Property, after the date of this Lease; or (3) which are reasonably determined by Landlord to be in the best interests of the Property; and (k) all costs of maintaining, managing, reporting, commissioning, and recommissioning the Property or any part thereof that was designed and /or built to be sustainable and conform with the certifications, if any, issued for the Property pursuant to any Sustainability Rating System, and all costs of applying, reporting and commissioning the Property or any part thereof to seek certification under any Sustainability Rating System. To the extent any capital improvements are required to be capitalized for federal income tax purposes, the cost of such capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or the useful life of the capital improvement as reasonably determined by Landlord. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "Payback Period" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement. Landlord, by itself or through an affiliate, shall have the right to directly perform, provide and be compensated for any services under this Lease. If Landlord incurs Expenses for the Building or Property together with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement or otherwise, the shared costs and expenses shall be equitably prorated and apportioned between the Building and Property and the other buildings or properties. The above enumeration of services and facilities shall not be deemed to impose an obligation on Landlord to make available or provide such services or facilities except to the extent if any that Landlord has specifically agreed elsewhere in the Lease to make the same available or provide the same. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that it shall be responsible for providing adequate security for its use of the Premises, the Building and the Property and that Landlord shall have no obligation or liability with respect thereto, except to the extent, if any, that Landlord has specifically agreed elsewhere in the Lease to provide the same.

2.02 Expenses shall not include: the cost of capital improvements (except as set forth in Section 2.01(j) above); depreciation; principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by

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insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, rental abatements and construction allowances granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; fines, interest and penalties incurred due to the late payment of Taxes or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; or any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases.

2.03 If at any time during a calendar year the Building is not at least 95% occupied or Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Building, Expenses shall, at Landlord's option, be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building. If Expenses for a calendar year are determined as provided in the prior sentence, Expenses for the Base Year shall also be determined in such manner. Notwithstanding the foregoing, Landlord may calculate the extrapolation of Expenses under this Section based on 100% occupancy and service so long as such percentage is used consistently for each year of the Term. The extrapolation of Expenses under this Section shall be performed in accordance with the methodology specified by the Building Owners and Managers Association.

2.04 Landlord shall have the right, from time to time, to equitably allocate some or all of the Expenses for the Property among different portions or occupants of the Property (the "**Cost Pools**"), in Landlord's discretion. Such Cost Pools may include, but shall not be limited to, the office space tenants of the Property, and the retail space tenants of the Property. The Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner.

3. "**Taxes**" shall mean: (a) all real property taxes and other assessments on the Building and/or Property, including, but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Property, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (b) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Taxes shall be determined without reference to any abatement or exemption from or credit against Taxes applicable to all or part of the Building and/or Property. Taxes shall not include any income, capital levy, transfer, capital stock, gift, estate or inheritance tax. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax Excess, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit or charge, if any, based on the adjustment. Likewise, if a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax Excess for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within 30 days after Tenant's receipt of a statement from Landlord. Notwithstanding anything to the contrary in the Lease, if there is at any

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time a decrease in Taxes below the amount of the Taxes for the Base Year, then for purposes of calculating the Tax Excess for the year in which such decrease occurs and all subsequent periods, Taxes for the Base Year shall be reduced to equal the Taxes for the year in which the decrease occurs.

4. **Audit Rights**. Tenant, within 180 days after receiving Landlord's statement of Expenses, may give Landlord written notice ("**Review Notice**") that Tenant intends to review Landlord's records of the Expenses for the calendar year to which the statement applies. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review. If any records are maintained at a location other than the management office for the Building, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. If Tenant retains an agent to review Landlord's records, the agent must be with a CPA firm licensed to do business in California and in no event shall such agent be compensated on a contingent-fee basis. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit. Within 90 days after the records are made available to Tenant, Tenant shall have the right to give Landlord a written notice (an "**Objection Notice**") stating in reasonable detail any objection to Landlord's statement of Expenses for that year. If Tenant fails to give Landlord an Objection Notice within the 90 day period or fails to provide Landlord with a Review Notice within the 180-day period described above, Tenant shall be deemed to have approved Landlord's statement of Expenses and shall be barred from raising any claims regarding the Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Expenses for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. The records obtained by Tenant shall be treated as confidential, and Landlord may require Tenant and its agent to sign a commercially reasonable confidentiality agreement. In no event shall Tenant be permitted to examine Landlord's records or to dispute any statement of Expenses unless Tenant has paid and continues to pay all Rent when due.

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EXHIBIT C

WORK LETTER

PREMISES AS-IS CONDITION

Landlord is not obligated to and shall not make, or pay for, any improvements to the Premises in addition to those improvements in existence as of the date of the execution of the Lease by Tenant, and Tenant understands and acknowledges that the Premises are leased without any further improvements or alterations thereto in an "AS-IS" condition. Tenant has had an opportunity to inspect the Premises and to have its architects, engineers, or other consultants inspect the Premises. Tenant, pursuant to its inspection of the Premises, has found the Premises' current state of repair, condition and maintenance without further improvements by Landlord to be sufficient for Tenant's use. Tenant agrees that, by taking possession of the Premises, it is acknowledging that the Premises and all systems serving the Premises are in good working order and repair. In the event of any inconsistency between this Exhibit C and any other provision of the Lease to which this Exhibit C is attached, the provisions of this Exhibit C shall govern.

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EXHIBIT D

COMMENCEMENT LETTER

(EXAMPLE)

Date _____

Tenant _____
Address _____
_____
_____

Re: Commencement Letter with respect to that certain Lease dated as of the _____ day of _____ 20__, by and between _____, as Landlord, and _____, as Tenant, for _____ rentable square feet on the _____ floor of the Building located at _____.

Dear _____

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is _____

2. The Termination Date of the Lease is _____

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention. Tenant's failure to execute and return this letter, or to provide written objection to the statements contained in this letter, within 30 days after the date of this letter shall be deemed an approval by Tenant of the statements contained herein.

Sincerely,

_____
Authorized Signatory

Agreed and Accepted:

Tenant: _____

By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT E

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking facilities (if any), the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.

4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants and no other directory shall be permitted unless previously consented to by Landlord in writing.

5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right at all times to retain and use keys or other access codes or devices to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of the Lease.

6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas

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or loading dock areas, shall be restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity, which approval shall not be unreasonably withheld. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage, loss or injury.

8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld. Damage to the Building by the installation, maintenance, operation, existence or removal of Tenant's Property shall be repaired at Tenant's sole expense.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

11. No animals, except those assisting persons with disabilities, shall be brought into the Building or kept in or about the Premises.

12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant and shall remain solely liable for the costs of abatement and removal.

13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used for lodging, sleeping or for any illegal purpose.

14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until

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Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties nor shall the Commencement Date of the Term be extended as a result of the above actions.

15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electric or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees.

17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.

18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building and Property, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.

19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

20. Smoking is prohibited in the Premises, the Building, and the Property, with the exception of such portion of the Common Areas as have been declared a designated smoking area by Landlord. "Smoking", as used herein, shall be deemed to include the use of e-cigarettes, smokeless cigarettes and other similar products.

21. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

22. Deliveries to and from the Premises shall be made only at the times in the areas and through the entrances and exits reasonably designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

23. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

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EXHIBIT F

ADDITIONAL PROVISIONS

1. **Asbestos Disclosure**. Tenant acknowledges that Tenant has received the asbestos notification letter attached to this Lease as Exhibit I hereto, disclosing the existence of asbestos in the Building (if any). As part of Tenant's obligations under this Lease, Tenant agrees to comply with the California "Connelly Act" and other applicable Laws, including providing copies of Landlord's asbestos notification letter to all of Tenant's "employees" and "owners", as those terms are defined in the Connelly Act and other applicable Laws.

2. **Option to Extend.**

(a) Tenant shall have the option to extend the Lease Term for one (1) period of thirty-six (36) months (the "**Extended Term**"), commencing as of the day following the Termination Date. Base Rent per month for the Extended Term shall be the lesser of (i) the then-current Fair Market Rent (as defined in Paragraph 1(g) below) for the Extended Term, or (ii) the sum of the Base Rent and Additional Rent in effect as of the end of the prior term.

(b) To exercise Tenant's option to extend the Lease Term, Tenant shall give Landlord written notice of its election that is no later than two hundred seventy (270) days prior to the expiration of the Lease. Within thirty (30) days of receipt of Tenant's election to extend, Landlord shall notify Tenant of Landlord's good faith determination of Fair Market Rent for the Extended Term. Within five (5) days after receipt of such notice from Landlord, Tenant shall have the right to: (i) elect to accept Landlord's determination of Fair Market Rent for the Extended Term; or (ii) elect to disagree with Landlord's determination of Fair Market Rent for the Extended Term. Failure on the part of Tenant to make any election in writing pursuant to the preceding sentence within such five (5)-day period shall constitute an election by Tenant to accept Landlord's determination of Fair Market Rent for the Extended Term.

(c) In the event Tenant elects, by written notice within the five (5)-day period, to disagree with Landlord's determination of Fair Market Rent for the Extended Term, then Landlord and Tenant shall meet and confer with each other as frequently as is reasonable in the circumstances in order to come to mutual agreement as to the Fair Market Rent for the Extended Term; provided, however, that if Landlord and Tenant cannot mutually agree in writing as to the Fair Market Rent for the Extended Term within twenty-five (25) days following Tenant's written notice of disagreement, Tenant shall be deemed to have accepted Landlord's initial determination of Fair Market Rent for the Extended Term given within the thirty (30)-day period following receipt of Tenant's election to extend.

(d) Tenant shall have no other option, right or obligation to extend the Lease Term or otherwise remain in the Premises after the expiration of the current Lease Term. From and after commencement of the Extended Term, all of the other terms, covenants and conditions of the Lease shall apply, and references to the Lease Term shall be deemed to include the Extended Term; provided, however, that (i) the Base Rent shall be revised as herein provided, (ii) Tenant shall have no option or right to further extend the Lease Term beyond the Extended Term, (iii)

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there shall be no "free rent" period, (iv) Landlord shall have no obligation to make any alterations or improvements to the Premises.

(e) Notwithstanding anything to the contrary contained herein, Tenant's rights under this Paragraph 2 are personal to the original Tenant executing the Lease ("**Named Tenant**") and shall not be assigned or assignable, in whole or in part, to any third party. Any assignment or other transfer of such rights by Named Tenant shall be void and of no force or effect. Without limiting the generality of the foregoing, no sublessee of the Premises shall be permitted to exercise the rights granted to Tenant under this Paragraph 2.

(f) Conditions to Option to Extend. Tenant's right to exercise the option to extend shall be subject to the conditions (all of which conditions are solely for Landlord's benefit and may, in Landlord's sole discretion, be waived) that (i) at the time of exercise and at all times prior to the commencement of the Extended Term, Tenant shall not be in default under the Lease or otherwise failed to have timely performed all of Tenant's obligations under the Lease, and (ii) Tenant must demonstrate to Landlord's reasonable satisfaction that Tenant's creditworthiness is equal to or greater than that in effect when the Lease was signed by Landlord, and (iii) Tenant must exercise the option to extend as to the entire Premises.

(g) "**Fair Market Rent**" shall mean the rate being charged by Landlord in the Building for comparable space (or comparable space in non-equity transactions in comparable commercial office buildings in the Campus Commons submarket in the County of Sacramento), taking into consideration all relevant terms or conditions. The foregoing notwithstanding; (i) costs which are incurred by a landlord in connection with the negotiation and documentation of a lease transaction, and other costs incurred by a landlord which are not paid to or for the direct benefit of the tenant, shall not be considered; (ii) comparable transactions in which the rent for a renewal was discounted to a rate below the fair market rate, whether by the application of a percentage to the fair market rate or otherwise, shall be adjusted to reflect the fair market rate before the discount was applied; and (iii) renewal transactions in which the rent was either established at a pre-determined amount by reason of the exercise by the tenant of an option to renew or extend at a fixed rental rate or was established due to the operation of a pre-determined minimum or maximum amount shall not be regarded as comparable transactions.

3. **Signage.**

(a) *Interior:* Landlord shall, at Landlord's expense, place Tenant's name on one building-standard suite sign identifying the Premises in the hallway, in a location reasonably determined by Landlord but reasonably proximate to the entrance to the Premises and place Tenant on the building's Directory Sign in the main lobby of the building

(b) *Transferability.* The Signage Rights are personal to the original Tenant executing this Lease and its Affiliates and may not be transferred, nor shall any signage installed pursuant to the Signage Rights be altered without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Should the name of the Tenant be legally changed to another name (the "**Successor Entity**"), Tenant shall be entitled to modify, at Tenant's sole cost and expense, Tenant's Signage to reflect Tenant's new name, but only if Tenant's new name is not an "Objectionable Name." The term "**Objectionable Name**" shall mean any name which relates to

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an entity which is of a character or reputation, or is associated with a political orientation or faction, or which is inconsistent with the quality of the Project, or which would otherwise reasonably offend a landlord of a comparable building in the area of the Project taking into consideration the level and visibility of Tenant's Signage.

(c) *Maintenance.* Should any of Tenant's Signage require maintenance or repairs as determined in Landlord's reasonable judgment, Landlord shall have the right to provide written notice thereof to Tenant and Tenant shall cause such repairs and/or maintenance to be performed within thirty (30) days after receipt of such notice from Landlord, at Tenant's sole cost and expense. Should Tenant fail to perform such maintenance and repairs within the periods described in the immediately preceding sentence, Landlord shall have the right to cause such work to be performed and to charge Tenant for the costs of such work. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, cause Tenant's Signage to be removed. If Tenant fails to remove Tenant's Signage within thirty (30) days following the expiration or earlier termination of this Lease, then Landlord may perform such work, and all costs and expenses incurred by Landlord in so performing, shall be reimbursed by Tenant to Landlord within ten (10) Business Days after Tenant's receipt of invoice therefor. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

4. **Fitness Facility.** Landlord shall, free of monthly charge, provide Tenant with membership passes for each of Tenant's employees to the existing fitness facility within the Project. Such membership passes shall be for the use of only Tenant's employees employed at the Premises and are not transferable. The foregoing notwithstanding, Landlord's obligation to provide Tenant such membership passes, and the use of such fitness facility by Tenant's employees, shall be subject to compliance by Tenant's employees of Landlord's standard procedures relating to the use of such fitness facility (other than the payment of the monthly charge for such fitness facility, if applicable), including, without limitation, the execution and delivery by Tenant's employees of Landlord's standard forms and agreements relating to the use of such fitness facility. Landlord may, without liability to Tenant or Tenant's employees, cease operating the fitness facility at any time and for any reason, it being agreed that Landlord shall have no obligation whatsoever to continue to operate the fitness facility.

5. **Common Area Conference Room Use.** During the Term, Tenant shall be entitled to use, on a non-exclusive basis in common with the other tenants of the Building, the conference room located on the second floor of the building located at 3600 American River Drive, subject to the following rules and regulations (and such other rules and regulations as Landlord may establish from time to time): (a) Tenant shall pay the hourly rate for use of the conference room at the standard rates charged by Landlord (currently $0.00 per hour), (b) Tenant shall provide a minimum of 24 hours' prior written notice of its desire to use the conference room and (c) Tenant shall request management approval for any single use exceeding four (4) hours in duration.

6. **Security Alarm.** Tenant may install, at Tenant's sole cost and expense, an alarm system for the Premises, provided that Tenant obtains Landlord's written approval prior to installation. In order to maintain the appearance and operation of the Building, no portion of the alarm system shall be installed where it is visible from the exterior of the Building. Alarm systems installed without Landlord's prior written approval and/or installed in a manner or location objectionable to Landlord will be removed at Tenant's expense. Said expense will include the cost

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of restoring the Building and Premises to its original condition. Landlord shall not be liable for damages to Tenant as a result of said alarm removal.

7. **Inspection by a CASp in Accordance with Civil Code § 1938**. To Landlord's actual knowledge:

(a) The subject premises have not undergone inspection by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

(b) Portions of the common areas of the building have undergone inspection by a Certified Access Specialist (CASp) and have been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. Tenant acknowledges that it received a copy of the report prepared by the Certified Access Specialist (CASp) prior to the date Tenant executed this Lease, and that the information in such report shall remain confidential.

(c) The foregoing verification is included in this Lease solely for the purpose of complying with California Civil Code Section 1938 and, except as otherwise expressly stated above, shall not in any manner affect Landlord's and Tenant's respective responsibilities for compliance with construction-related accessibility standards as provided under this Lease.

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EXHIBIT G

MASTER BUILDING MAINTENANCE AGREEMENT

This Master Building Maintenance Agreement ("Maintenance Agreement") is made the 28th day of November in the year 2023, by and between Jackson Properties, Inc. dba Jackson Facility Maintenance ("Contractor"), and Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation ("Client").

Contractor and Client agree that this Maintenance Agreement shall apply to any and all projects (hereinafter "Project", "particular Project" or "Projects") in which Contractor and Client enter into a Work Order. Contractor and Client agree that this Maintenance Agreement shall govern the relationship between them on all Projects covered by Work Orders, except to the extent expressly modified by any Work Order.

Contractor agrees to furnish all labor, materials, tools, equipment, and services to perform and complete, in a workman-like manner, from time to time, maintenance work for Client which may include, without limitation, the following: general building repair and maintenance; roof inspection, repair, maintenance and replacement; asphalt, concrete, landscaping and site repair, maintenance and replacement; electrical repair, maintenance and replacement; plumbing repair, maintenance and replacement; mechanical repair, maintenance and replacement; plumbing/HVAC repair, maintenance and replacement; window and door repair, maintenance and replacement; fire alarm/suppression inspection, repair, maintenance and replacement; install/test backflow prevention devices; carpentry, drywall and painting; locksmith services; general cleanup services, and as shall be more particularly described in the Work Order issued for the performance of the maintenance work applicable to a particular Project ("Maintenance Work"). Any or all of the Maintenance Work may be performed by Contractor's own forces, or through another contractor or subcontractor, at the sole discretion of Contractor.

For and in consideration of the mutual covenants and agreements, rights and obligations set forth herein, Client and Contractor agree as follows:

1. Master Maintenance Agreement. Client and Contractor desire to enter into this Maintenance Agreement to expedite and facilitate Client's ability to engage Contractor to perform Maintenance Work. The parties intend this Maintenance Agreement, subject to the terms and conditions of any Work Order, shall define the rights and obligations of the parties on any and all projects where Client has engaged Contractor to perform Maintenance Work, or where the parties have otherwise agreed that this Maintenance Agreement shall be applicable pursuant to any Work Order.

2. Work Order. A Work Order describes Maintenance Work to be performed for Client upon a particular Project in accordance with the terms and conditions of this Maintenance Agreement and the Work Order, and the Work Order shall identify any specific material terms and conditions applicable to that particular Project. This Maintenance Agreement will become applicable only when a Work Order has been issued (by either Client or Contractor) pursuant to this Maintenance Agreement and fully executed on behalf of both Client and Contractor. This Maintenance Agreement shall not create any obligation or agreement that Client will request, or

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that Contractor will perform, Maintenance Work on any particular Project until such time as a Work Order has been issued (by either Client or Contractor) pursuant to this Maintenance Agreement and has been fully executed on behalf of both Client and Contractor.

3. Scope of Work. The scope of the Maintenance Work on any particular Project, and any conditions applicable thereto, shall be set forth in the Work Order. Contractor agrees to furnish all labor, materials, equipment, services, and supplies, and to perform Maintenance Work in a workman-like manner to generally accepted industry standards and in compliance with this Maintenance Agreement. Subject to the terms and conditions of the Work Order, and unless the parties agree otherwise, all Maintenance Work shall be performed during normal working hours (8:00 a.m. to 4:30 p.m.) Monday through Friday, and excluding holidays.

4. Price. The price for the Maintenance Work on any particular Project, and any conditions applicable thereto, shall be set forth in the Work Order. Unless supplemented or modified pursuant to the terms and conditions of a Work Order, Client and Contractor agree that Maintenance Work performed under this Maintenance Agreement shall be performed on a time and material basis, and shall be subject to, and performed in accordance with, Contractor's current labor and markup rates in effect at the time of the work order.

5. Payment. Unless modified pursuant to the terms and conditions of the Work Order, Client shall pay Contractor for the Maintenance Work performed on any particular Project within fifteen (15) calendar days upon receipt of Contractor's invoice. Delinquent payments shall bear financing charges at the rate of twelve percent (12%) per annum, payable monthly from the time the payment became due.

6. Schedule for Completion. Contractor shall perform the Maintenance Work in accordance with the terms and conditions of the Work Order for a particular Project.

7. Termination. This Maintenance Agreement shall remain in full force and effect unless terminated or cancelled, in writing, by either Client or Contractor upon 30 days' written notice. Upon termination or cancellation of this Maintenance Agreement, Client shall remain responsible to pay for all Maintenance Work performed by Contractor upon any and all Projects pursuant to the Maintenance Agreement and/or the terms and conditions of any Work Order.

8. Insurance. Contractor agrees to obtain and maintain throughout the term of the performance of the Maintenance Work Worker's Compensation, Commercial General Liability and Property Damage, and Automobile insurance coverages.

9. Assignment. Contractor may assign or transfer its obligations under the Maintenance Agreement or any Work Order issued hereunder, and all moneys due or to become due thereon, subject to written notice to Client.

10. Guarantee/Warranty. Unless modified pursuant to the terms and conditions of the Work Order, any guarantee/warranty obligations under this Maintenance Agreement shall be limited to those provided by the manufacturer or supplier of the replacement parts or equipment provided as part of the Maintenance Work. Contractor, upon written request, shall assign to Client any manufacturer's or supplier's warranty or guarantee as may be applicable.

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11. Dispute Resolution. With respect to any claim or dispute between Client and Contractor arising out of or relating to obligations under this Maintenance Agreement, or any Work Order issued hereunder, the following shall apply: Each claim or dispute between the parties arising out of or relating to this Maintenance Agreement, or any Work Order issued hereunder, shall be determined in the Sacramento County Superior Court. As a condition precedent to litigation as described in this subparagraph, Client and Contractor shall first mediate any dispute at a mutually acceptable location in Sacramento County, California.

12. Entire Agreement. This Maintenance Agreement, inclusive of any applicable Work Order(s), sets forth the entire understanding of the terms agreed to by Client and Contractor concerning the subject matter of this Maintenance Agreement. This Maintenance Agreement supersedes all prior oral discussions, negotiations, written correspondence and other writings of any kind, and the same are null and void and of no further force and effect except to the extent the same are set forth herein. Any agreements reached between Client and Contractor subsequent to the effective date of this Maintenance Agreement shall be of no force and effect unless set forth in writing and signed by the parties.

13. Governing Law. Client and Contractor agree that this Maintenance Agreement shall be understood, interpreted, performed and enforced according to the laws of the State of California. The parties further agree that for all purposes, including establishing venue in the event of a dispute concerning this Maintenance Agreement, the parties hereto acknowledge and stipulate that this Maintenance Agreement was entered into, is to be performed, and will in fact be performed in Sacramento, California.

14. Attorneys' Fees. In the event of a dispute or where any action is made necessary to enforce or interpret the terms of this Maintenance Agreement, or which arises out of this Maintenance Agreement in any way, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

15. Notices. Written notice shall be deemed to have been duly served and shall be immediately effective hereunder if: (a) delivered in person to the individual or a member of the firm or entity or to Client's or Contractor's authorized representative; (b) if delivered at or sent by registered or certified mail to the last business address known to the party giving notice; or (c) if sent by e-mail as follows (notice recipients may be updated or modified in writing):

Notice to Client:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
murdock.smith@hccts.org

Notice to Contractor:
Jackson Facility Maintenance
155 Cadillac Drive, Suite 100
Sacramento, CA 95825
service@jacksonprop.com

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16. Counterparts. This Maintenance Agreement is effective when signed by both Client and Contractor but may be signed in counterpart originals which shall be treated the same as if signed as a single original document.

17. Severability. If any provision of this Maintenance Agreement is declared by a court to be unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Maintenance Agreement did not contain the particular provision declared to be unenforceable, illegal and/or in conflict with any law.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement in duplicate as of the day and year first above written.

SIGNED:

CLIENT:
Highland Community Charter and Technical Schools, a California domestic nonprofit corporation

DocuSigned by:
Murdock Smith
8AA7C3E2A598498...

By: _____
Murdock Smith
CEO / Executive Director

Date: 12/4/2023

CONTRACTOR:
JACKSON PROPERTIES, INC., a California corporation, dba Jackson Facility Maintenance

By: _____
Ryan Boylan
Project Manager
Contractor's License No. 1059723

Date: December 1, 2023

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EXHIBIT H

PARKING AGREEMENT

1. **Parking Privileges**. During the Term, Tenant shall have the use of a pro rata share unreserved vehicle parking privileges (the "**Parking Privileges**") in the surface parking area of the Property designated by Landlord for the use of tenants of the Building. Tenant shall pay to Landlord or its parking operator the prevailing market rate, as such rate is established by Landlord or such operator from time to time, for the Parking Privileges. Landlord and Tenant acknowledge that such prevailing market rate is, as of the date of the Lease, $0.00 per Parking Privilege. The Parking Privileges shall, at all times, be subject to (i) timely payment of such prevailing market rate; (ii) such terms and conditions and rules and regulations as Landlord or its parking operator may from time to time establish; and, (iii) such other conditions as may be imposed by any applicable laws, ordinances, rules and regulations. Landlord may assign any unreserved and unassigned parking spaces or designate all or a portion of such spaces reserved or institute an attendant-assisted tandem parking program or valet parking program if Landlord determines in its sole discretion that such is necessary for orderly parking.

2. **Use and Compliance**. Tenant may permit its employees and contractors to use the Parking Privileges. Tenant shall use all reasonable efforts to confine parking by its employees and contractors to the surface parking area designated by Landlord for the use of tenants of the Building and to cause them to comply with such rules and regulations as Landlord or its parking operator may establish from time to time and to all applicable laws, ordinances, rules and regulations. Tenant shall not use, or permit its employees or contractors to use, any spaces which have been or are hereafter designated by Landlord for use only by persons or vehicles qualifying to use handicapped, vanpool, carpool or other restricted categories of use (except to the extent that employees or contractors or their vehicles are qualified to use such designated spaces) or assigned to other tenants. Landlord reserves the right at any time to relocate parking spaces and to substitute an equivalent number of parking privileges in a parking structure or garage, subterranean parking facility or surface parking area within a reasonable distance of the Property. Only passenger cars, light trucks and motorcycles may be parked in the surface parking area of the Property by Tenant or its employees and contractors, and no vehicle shall be permitted to remain there for a period of more than 24 consecutive hours. Tenant shall comply with all traffic systems management programs which are hereafter imposed on the Property by any local, state or federal governmental agency or authority. Landlord may refuse to permit any person who violates the parking rules and regulations to park at the Property, and any violation of the rules and regulations shall subject the car to removal at the expense of the owner.

3. **Damage and Repair**. Any user of the Parking Privileges shall retain all responsibility for damages to cars or other property arising from or in connection with such user's use of the Parking Privileges, and Landlord shall have no responsibility for any property damage or personal injury resulting from use of the surface parking area at the Property. Tenant shall repair or cause to be repaired at its sole cost and expense any and all damage to the Property or any part thereof caused by Tenant or its employees or contractors or resulting from vehicles of its employees and contractors.

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EXHIBIT I

ASBESTOS NOTIFICATION

As you may know, asbestos, because of its insulating and fire-resistant properties, was historically used in some construction materials. California's Connelly Act, as well as federal OSHA and some other California rules, now require building owners and landlords to make certain notifications regarding known asbestos-containing materials ("ACM") and presumed ACMs ("PACM"). PACM consists of certain older construction materials which commonly contained asbestos (as detailed below). This Exhibit I is designed to provide you with the required ACM and PACM notifications.

ACM

We have **not** engaged qualified asbestos consultants to survey the Building for asbestos and therefore are not aware of the specific location of any ACM in the Building.

PACM

PACM consists of thermal system insulation and surfacing material found in buildings constructed prior to 1981, and asphalt or vinyl flooring installed prior to 1981. "Surfacing material" means material that is sprayed-on, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes). Because this Building was constructed prior to 1981, PACM may be present. Please be advised that if any thermal system insulation, asphalt or vinyl flooring or surfacing materials, of the type described above, are found to be present in the Building, such materials must be considered PACM unless properly tested and shown otherwise.

Because of the potential presence of ACM and/or PACM in the Building, we are providing you with the following warning, which is commonly known as a California Proposition 65 warning:

WARNING: This Building contains asbestos, a chemical known to the State of California to cause cancer.

This notification is being furnished to inform you about ACM and PACM in the Building and to provide the information required under this legislation in order to help you avoid any unintentional contact with ACM or PACM, to assure that appropriate precautionary measures are taken before distributing any ACM or PACM, and to assist in making appropriate disclosures to employees and others, if any.

Because we have **not** engaged qualified asbestos consultants to survey the Building for asbestos, we are not aware of the specific location of any ACM or PACM in the Building. However, we have no reason to believe that any such ACM or PACM is currently in a condition to release asbestos fibers, which would pose a significant health hazard to the Building's occupants; this should remain so if any such ACM or PACM is properly handled and remains undisturbed. You should take into consideration that our knowledge as to the absence of health

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risks is based solely upon general information and that we have no special knowledge concerning potential health risks resulting from exposure to asbestos in the Building. We are therefore required by the above-mentioned legislation to encourage you to contact local or state public agencies if you wish to obtain a better understanding of the potential impacts resulting from exposure to asbestos.

Because any tenant alteration or other work at the Building could disturb ACM or PACM and possibly release asbestos fibers into the air, or asbestos dust onto surfaces, Landlord requires that all tenants obtain Landlord's written approval prior to beginning such projects. This includes major alterations as well as minor improvement, renovation, remodeling, etc. work, including but not limited to telecommunications or computer lines upgrade, sanding or finishing floors, removing flooring, removing ceilings, removing walls, installing pictures or other wall hangings using holes in excess of ¼" in diameter, or other work which disturbs ACM or PACM. In many cases, such activities will not affect ACM or PACM, but you must check with the Building manager in advance, just in case. The Building manager will make available such instruction as may be required. An individual or contractor who is not qualified to handle ACM or PACM should not attempt any such work.

At this time, we are unaware of any specific required immediate handling restrictions or procedures which might be necessary in any particular situation to avoid exposure to the asbestos in this Building. We are therefore required by the above-mentioned legislation to encourage you to contact local, state or federal public health agencies if you wish to obtain further information regarding handling procedures and restrictions.

In connection with the foregoing, we have adopted the following policies (which shall be considered rules under the Lease): (1) Landlord, including, without limitation, Landlord's ACM and PACM consultant, is entitled upon reasonable prior notice, except emergencies, to enter into the premises of any tenant to inspect for ACM and PACM, perform air tests and abatement; and (2) any tenant, contractor, or other party must obtain Landlord's prior written approval before performing any alterations on any tenant space, or performing any other work at the Building that might disturb ACM or PACM or involve exposure to asbestos fibers or dust as described above.

Please contact the Building manager if you have any questions regarding the contents of this Exhibit I.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
JPI XXXIV, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
155 Cadillac Drive, Ste 100

6 City, state, and ZIP code
Sacramento, CA 95825

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 1 - 5 2 1 6 0 3 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 3/01/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

From:	Melissa Roberson <melissa.roberson@hccts.org>
Sent time:	02/20/2026 01:15:18 PM
To:	Ellen Doty <edoty@ymclegal.com>
Cc:	Jerry W. Simmons <jsimmons@ymclegal.com>
Subject:	Fwd: Lease Agreement Request: Site List
Attachments:	image001.jpg image002.png image003.png image004.png image005.png Peacekeeper.pdf Asher College MOU.pdf Federico Beauty Institute MOU.pdf Gurnick MOU fully executed 2-5-19.pdf MIXED MOU.pdf

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:56 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

Hello Shari,

Some of the lease agreements you requested were not held by HCCTS, because they were external CTE partners. In these cases, we provided the MOUs, which you will find below.
Please let me know if you have any questions.

Thank you,
Melissa

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652
>
> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

MIXED MOU.pdf

**MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND MIXED INSTITUTE OF COSMETOLOGY & BARBER**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of July 1st, 2024 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and MIXED Institute of Cosmetology & Barber, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "MIXED Institute").

RECITALS

WHEREAS, HIGHLANDS and MIXED Institute desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by MIXED Institute effective July 1st, 2024 to June 30th, 2025 (hereinafter "Applicable Years"), pursuant to conditions set forth below; NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and MIXED Institute hereby agrees as follows:

AGREEMENT

1. General Information.
   A. Both HIGHLANDS and MIXED Institute agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and MIXED Institute while attending classes at MIXED Institute.

2. Student Qualifications.
Students must meet the following conditions for enrollment with HIGHLANDS:
   A. They must not possess a U.S. High School Diploma
   B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)

3. Term.
The term of this MOU shall be for one year, commencing on July 1st, 2024 and ending on June 30th, 2025. Within 30 days of expiration of the MOU, if neither party provides

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written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations.
Within the first two weeks of each class start, HIGHLANDS will purchase classroom book sets, tool kits, and uniforms at a combined cost of $2,037 per each properly enrolled student in the Cosmetology program, $2,032.30 per each properly enrolled student in the Barbering program, $2,004 per each properly enrolled student in the Esthetics program, and $1059 per each properly enrolled student in the Manicuring program. If the student prefers, they may purchase their own set of books and tool kits directly from MIXED Institute. MIXED Institute will notify HIGHLANDS and submit an invoice for all books and supplies required by HIGHLANDS's students upon enrollment into the program. MIXED Institute agrees to maintain attendance records and report on a weekly basis to HIGHLANDS. In the event that a student misses an excess of 16 hours in a week, MIXED Institute shall notify HIGHLANDS in writing to develop a plan for the student to succeed. MIXED Institute shall prepare a monthly tuition invoice in the amount of $1973 per each student properly enrolled and attending the Cosmetology program, $1973 per each student properly enrolled and attending the Barbering program, $1,381 per month for the Barber Transfer program, $1,943.25 and $1943.95 (final payment) per month for the Esthetics program, and $472.38 and 472.36 (final payment) per month for the Manicuring program for the educational services provided. This invoice shall be compared to submitted attendance records submitted by MIXED Institute and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from MIXED Institute, MIXED Institute shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all MIXED Institute students.

Program	Duration	Payments	Monthly Charge	Tuition	Start-up Fees*	Total Max Charge
Cosmetology	1000 Clocked Hours	1 Start-up 7 Tuition	$2,027.15	$14,190.05	$2,384	$16,574.05
Barbering	1000 Clocked Hours	1 Start-up 7 Tuition	$2,027.18	$14,190.26	$2,379	$16,569.26
Barber Transfer	400 Clocked Hours	1 Start-up 4 Tuition	$1,381	$5,524	$2,032.30	$7,556.30
Esthetics	600 Clocked Hours	1 Start-up 4 Tuition	$1,943.25	$8,343.70	$1,960	$10,303.70
Manicuring	400 Clocked Hours	1 Start-up 4 Tuition	$579.44	$2,317.75	$1,189	$3,506.76

*Start-up Fees include Books, kit, two t-shirts and registration fee.

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5. Instruction.
All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff. Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Marketing.
HIGHLANDS and MIXED Institute will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and MIXED Institute.

7. Indemnification.
With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, MIXED Institute, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the MIXED Institute' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by MIXED Institute, in or about the site; MIXED Institute' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of MIXED Institute, HIGHLANDS, shall indemnify, hold harmless, and defend MIXED Institute, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against MIXED Institute, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, MIXED Institute from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees,

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agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend MIXED Institute and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

8. Termination.
The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice.
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
Attention: Executive Director

MIXED Institute:
Robert Brown
MIXED INSTITUTE of COSMETOLOGY & BARBER
5950 Florin Road Ste. #103
Sacramento, CA 95823
916-421-5950
Attention: CEO

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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10. Subcontract, Assignment and Subletting.
Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

11. Independent Status.
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties.
This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

13. California Law.
This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver.
The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns.
This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts.
This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions.
The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

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18. Severability.
Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits.
The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures.
This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

21. Dispute Resolution.
In the event of any dispute between HIGHLANDS and MIXED regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the MIXED Institute' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____
Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

Date: _____

MIXED INSTITUTE of COSMETOLOGY & BARBER

By: Robert D Brown
Robert Brown, CEO
Mixed Institute of Cosmetology & Barber

Date: June 9, 2024

image002.png



image005.png

image001.jpg



Federico Beauty Institute MOU.pdf

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 13, 2025

Federico Beauty Institute
1515 Sports Drive
Sacramento, CA 95834
Attention: Jeremy Federico, CEO

Re: **Notice of Cancellation of Memorandum of Understanding between Highlands Community Charter and Technical Schools and Federico Beauty Institute**

Highlands Community Charter and Technical Schools ("HCCTS") hereby provides formal notice of its intent to terminate the Memorandum of Understanding between HCCTS and Federico Beauty Institute, effective June 30, 2025. This notice is being provided well in advance of the thirty (30) day minimum notice requirement pursuant to Section 7 of the agreement. We will be in contact to discuss transition matters, if any.

Should you have any questions or concerns, please do not hesitate to contact Bill McGuire via email at bill.mcguire@hccts.org.

Sincerely,

Bill McGuire
Executive Director

Federico Beauty Institute MOU.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND FEDERICO BEAUTY INTSTITUTE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 13th day of January, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and Federico Beauty Institute, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "FEDERICO").

RECITALS

WHEREAS, HIGHLANDS and FEDERICO desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by FEDERICO during the 2023 school year (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and FEDERICO hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and FEDERICO agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and FEDERICO while attending classes at FEDERICO.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:

   A. They must not possess a U.S. High School Diploma

Federico Beauty Institute MOU.pdf

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act).

3. Term. The term of this MOU shall be for five months commencing on January 15th, 2023 and ending on June 15th, 2023. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. FEDERICO will invoice HIGLANDS at the end of each month for all charges incurred that month. The first month of a class start's bill will include the application fee, student insurance, STRF, and technology fee in addition to monthly tuition and any/all kit costs incurred. Months 2 until completion billing will include monthly tuition and all kit costs incurred that month. FEDERICO will provide an attendance report for each student at the end of each month and include with the invoice. The invoice shall be compared to attendance records submitted by FEDERICO and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from FEDERICO, FEDERICO shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all FEDERICO students.

Course	Tuition	Application	Insurance	STRF	Supplies	Textbook	Technology	Uniforms	Total
Cosmetology	$15,250.00	$75.00	$10.00	$45.00	$2,065.69	$550.00	$100.00	$26.94	$18,122.63
Barber	$15,250.00	$75.00	$10.00	$45.50	$2,242.62	$575.00	$100.00	$26.94	$18,325.06
Esthetics	$9,000.00	$75.00	$10.00	$26.00	$1,404.06	$400.00	$50.00	$26.94	$10,992.00
Barber Transfer	$3050.00	$75.00	$10.00	$10.00	$713.08 - $1653.74*	$375.00	$25.00	$26.94	$4285.02 - $5,225.68

*Barber Transfer supplies to be purchased dependent upon supplies needed by student. Kit price will be determined at enrollment based upon supplies already owned by the student.

5. Marketing. HIGHLANDS and FEDERICO will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and FEDERICO.

Federico Beauty Institute MOU.pdf

6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, FEDERICO, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the FEDERICO' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by FEDERICO, in or about the site; FEDERICO' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of FEDERICO, HIGHLANDS, shall indemnify, hold harmless, and defend FEDERICO, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against FEDERICO, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, FEDERICO from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend FEDERICO and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Federico Beauty Institute MOU.pdf

7. Termination. The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

8. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

FEDERICO:
Jeremy Federico
Federico Beauty Institute
1515 Sports Drive
Sacramento, CA 95834
Attention: President

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

10. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Federico Beauty Institute MOU.pdf

11. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

12. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

15. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

16. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

17. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

18. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

19. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

20. Dispute Resolution. In the event of any dispute between HIGHLANDS and FEDERICO regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the FEDERICO' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

Date: _____

FEDERICO BEAUTY INSTITUTE

By: _____

Jeremy Federico, President
Federico Beauty Institute

Date: 3.28.23

Gurnick MOU fully executed 2-5-19.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOL AND GURNICK ACADEMY OF MEDICAL ARTS, LLC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 11th day of March, 2019 (the "Effective Date"), by and between Highlands Community Charter and Technical School, a California public benefit corporation (hereinafter "HIGHLANDS") and Gurnick Academy of Medical Arts, LLC, a California limited liability company (hereinafter"GURNICK").

RECITALS

WHEREAS, HIGHLANDS is a public charter school established under the provisions of the Charter Schools Act of 1992 (Cal. Ed. Code section 47600 – 47664 whose mission is to provide programs for students to earn high school diplomas and receive career education;

WHEREAS GURNICK is a licensed and accredited private postsecondary school which provides career education in the fields of allied health and nursing.

WHEREAS HIGHLANDS AND GURNICK (hereinafter collectively referred to as "the Parties") desire that selected HIGHLANDS' students, subject to the terms and conditions set forth in this MOU, be provided instruction by GURNICK in the field of Medical Assisting to assist those students in obtaining their high school diploma.

NOW THEREFORE, in consideration of the covenants, conditions and agreements herein set forth, the Parties hereby agree as follows:

AGREEMENT

1. Services to be Provided. GURNICK shall, subject to the conditions set forth herein below, provide select HIGHLANDS students with instruction from GURNICK's Medical Assisting Program (MA). The instruction provided shall be limited to that provided in GURNICK Course Nos. MA100 (Introduction to Administrative Assisting), MA101 (Anatomy & Physiology I), MA102 (Administrative Medical Assisting), MA200 (Introduction to Clinical Medical Assisting) and MA201 (Anatomy & Physiology II) as described in GURNICK's 2018 – 2019 Catalog as might be amended from time to time. Subject to the foregoing, GURNICK shall, at its sole discretion, determine the curriculum to be provided, the method of instruction and the instructors utilized. All instruction provided will be provided in the English language. GURNICK agrees to maintain attendance records utilizing PowerSchool student information system and to provide each student completing the instruction with a certificate documenting the student's completion of the instruction. Students who complete the instruction may thereafter, and upon obtaining their high school diploma seek to enroll in GURNICK's full Medical Assisting Program and students so enrolled shall be credited for the completion of the instruction provided under the terms of this MOU.

Gurnick MOU fully executed 2-5-19.pdf

2. Application and Selection Process. HIGHLANDS shall periodically provide GURNICK with applications stating the name, age, address, telephone number, email address of those of its enrolled students desirous of receiving the instruction set forth in paragraph 1 above. In addition HIGHLANDS shall provide GURNICK with a one-page essay authored by the student describing why the student desires to receive the instruction to be provided, the personal attributes the student possesses which will support the student's ability to complete the instruction to be provided and the people, routines and resources possessed by the student which will support the student's efforts. Each applicant student must complete and satisfy GURNICK's General and Medical Assistant admissions requirements as set forth in GURNICK's 2018 – 2019 Catalog and participate in an interview with a GURNICK admission advisor. Upon completion of this process, GURNICK, in its sole discretion, shall decide whether to accept or reject such applicant. Notwithstanding the foregoing, it is acknowledged and agreed that all applicants shall be the age of twenty-two years or older at the time of application and shall not hold a high school diploma. Subject to the foregoing limitations, GURNICK shall not discriminate in the selection or acceptance of any student under this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status or citizenship within the limits imposed by law or GURNICK policy.

3. Fee. HIGHLANDS shall pay GURNICK the sum of nine thousand six hundred sixty-five dollars ($9,665.00) for each HIGHLANDS student applicant selected to receive instruction at GURNICK. The fee will cover instruction, books and materials, two sets of scrubs and a sweater, a laptop and access to GURNICK's library at those times and on those days as selected by GURNICK. An initial payment of $1,000 will be paid per student to cover the cost of the above materials provided to the student. Subsequently, payment shall be made in six monthly installments in accordance with the fees schedule attached hereto as Exhibit "A" and incorporated by reference herein. In the event a student fails to complete the instruction, GURNICK shall be paid a prorated amount based on the percentage of instruction completed. HIGHLANDS represents and warrants to GURNICK that all such payments shall be made by HIGHLANDS and not the selected students.

4. Locations and Hours of Instruction. All instruction shall be provided at GURNICK's Sacramento campus located at 8810 Cal Center Drive, 3rd Floor, Sacramento, CA during normal business hours (excluding official holidays). The total number of instructional hours, schedule and holidays will be in accordance with the current Gurnick Catalog. The instructional schedule for each cohort will be determined prior to the beginning of each cohort. If HIGHLANDS and GURNICK's school holiday calendars do not coincide; HIGHLANDS school calendar will take precedence and arrangements will be made prior to each marking period for where those students will attend for the discrepancy. It is anticipated instruction shall commence on March 25, 2019.

5. Student Compliance with GURNICK's Student Code of Conduct. All students admitted to participate in the instruction to be given shall be subject to and comply with GURNICK's Student Code of Conduct as set forth in GURNICK's 2018-2019 Catalog as may be amended from time to time. GURNICK reserves the right, in its sole discretion, to dismiss any student who fails to comply with said Student Code of Conduct.

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6. Term and Termination of MOU. The term of this MOU shall be for six (6) months commencing on the date of approval of the MOU by GURNICK's accreditor and BPPE. The term shall be automatically extended for successive six (6) month periods unless either party hereto provides written notice of an intent to terminate to the other party at least thirty (30) days prior to the expiration of the then current term.
If either party defaults in the performance of this MOU or materially breaches any of its provisions, the non-breaching party may terminate this MOU by giving notification to the breaching party.

Termination shall not take effect, however, regarding the students already enrolled until those students have completed their training or unless such completion would cause undue financial hardship in either organization or either organization ceases to operate.

7. Insurance & Indemnity. During the term of this MOU and any extensions, GURNICK shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name HIGHLANDS as additional insured's using an endorsement form acceptable to HIGHLANDS, and shall insure GURNICK's campus against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than two million dollars ($2,000,000), and a deductible of not more than ten thousand dollars ($10,000). GURNICK's insurance will be primary and noncontributory with any liability insurance carried by HIGHLANDS. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

In addition, during the term of this MOU and any extensions, GURNICK shall pay for and maintain professional liability insurance that includes errors and omissions coverage with limits of one million dollars ($1,000,000) per occurrence and an aggregate coverage of three million dollars ($3,000,000). Said policy shall name HIGHLANDS as additional insureds for any activities on the GURNICK campus.

HIGHLANDS shall defend, indemnify and hold GURNICK harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of HIGHLANDS or HIGHLANDS's officers, contractors, licensees, agents, servants, employees, students, invitees, or visitors away from GURNICK's campus, or arising from any breach of this MOU by HIGHLANDS. HIGHLANDS shall use legal counsel reasonably acceptable to GURNICK in defense of any action within HIGHLANDS's defense obligation.

GURNICK shall defend, indemnify and hold HIGHLANDS harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of GURNICK or GURNICK's officers, contractors, licensees, agents, servants, employees, students, invitees, or visitors on or around GURNICK's campus, or arising from any breach of this MOU by GURNICK. GURNICK shall use legal counsel reasonably acceptable to HIGHLANDS in defense of any action within GURNICK's defense obligation.

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Where applicable, student Workers' Compensation Insurance considerations are to be treated as follows under this MOU: Students assigned to either party are not employees, contractors or agents of the parties. The parties to this MOU hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

8. Confidential and Proprietary Information. HIGHLANDS acknowledges and agrees that during the term of the MOU it may be provided access to and become acquainted with information concerning the operations of GURNICK including, but not limited to methods of doing business, potential projects, proposals or negotiations, marketing strategies and future business plans, confidential employee and student information, prospective student or lead lists, lists of clinical locations and contacts, pricing and tuition data, lecture plans, programs goals and objectives, curriculum, presentations, books and other instructional materials and other information that GURNICK owns and uses in the operation of its business. HIGHLANDS acknowledges and agrees that this information is confidential and/or constitutes GURNICK's trade secrets. HIGHLANDS agrees safeguard GURNICK's confidential and/or trade secrets and to refrain from using or disclosing it during the term of this MOU or at any other time except as may be necessary in the performance of its duties under this MOU. HIGHLANDS further agrees that during the term of this MOU and for a period of three (3) years after its termination, HIGHLANDS will not utilize such confidential information or trade secrets to solicit or hire away any of GURNICK's employees.

HIGHLANDS further agrees that any written, printed, graphic, or electronically or magnetically recorded information furnished by GURNICK for HIGHLAND's or its students' use are the sole property of GURNICK. This proprietary information includes, without limitation, curriculum and information concerning GURNICK's employees, services, prices and operations. HIGHLANDS will keep this information in the strictest confidence, and will not disclose it by any means to any person without GURNICK's prior express written consent. On termination of this MOU, HIGHLANDS will return any confidential information to GURNICK.

HIGHLANDS further agrees that all things, information, items and material, including without limitation, writings and photographs, created or produced by HIGHLANDS while performing services under this MOU will be assigned to GURNICK as the sole and exclusive property of GURNICK, as will any copyrights, patents or trademarks obtained by HIGHLANDS while performing services under this MOU.

9. Representations and Warranties. HIGHLANDS and each individual executing this MOU on behalf of HIGHLANDS represents and warrants that:

(a) The individual is authorized to execute and deliver this MOU on behalf of HIGHLANDS in accordance with a duly adopted resolution of HIGHLAND's board of directors and in accordance with HIGHLANDS's articles of incorporation or charter and bylaws;

(b) This MOU is binding on HIGHLANDS in accordance with its terms;

(c) HIGHLANDS is a duly organized and legally existing corporation in good standing in

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the State of California; and

(d) The execution and delivery of this MOU by HIGHLANDS shall not result in any violation of law to which HIGHLANDS is subject, breach of or constitute a default under any contract or instrument to which that HIGHLANDS is a party or by which HIGHLANDS may be bound.

10. Contingency. This MOU and GURNICK'S obligations herein are subject to and contingent upon approval of the MOU by GURNICK'S accrediting agency and the California Bureau for Private Postsecondary Education.

11. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

GURNICK: Burke Malin
Gurnick Academy of Medical Arts
8810 Cal Center Dr.
3rd Floor
Sacramento, CA 95826
Attention: COO

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Marketing. No marketing of the relationship between HIGHLANDS and GURNICK will occur without the express permission of both parties.

13. Assignment. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

14. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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15. Entire Agreement. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed or supplemented, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

16. Force Majeure. If performance by a party of any portion of this MOU is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; government, regulatory or accrediting agency actions; civil commotions; fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. HIGHLANDS's obligation to pay fees under paragraph 3 above, however, is not excused by this paragraph 15.

17. Attorney's Fees. If GURNICK or HIGHLANDS engage the services of an attorney to bring any action for any relief against the other, declaratory or otherwise, arising out of this MOU, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees incurred in such suit, on appeal and/or in any bankruptcy proceeding.

18. Severability. Any provision of this MOU which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this MOU.

19. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

21. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

SIGNATURES ON FOLLOWING PAGE

Gurnick MOU fully executed 2-5-19.pdf

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS CHARTER COMMUNITY AND TECHNICAL SCHOOL

By: _____

Murdock Smith, Executive Director Highlands Community Charter School

Date: 2/5/19

GURNICK ACADEMY OF MEDICAL ARTS, LLC

By: _____

Burke Malin, Chief Operating Officer, Gurnick Academy of Medical Arts

Date: 02/05/19

EXHIBIT "A"

Schedule of Payments

Prior to or on Day 1

Highlands will provide each student at least one pair of medical style all-white shoes that satisfy the Gurnick Dress Code Policy.

Gurnick will invoice $1,000.00 per enrolled student **1 week** prior to start date to cover Program Fees (Books & Materials, Uniforms, Library Fee, Laptop Fee)

Month 1 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Month 2 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Month 3 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Month 4 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Month 5 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Month 6 – To be billed on the last day of the month

$1,444.16 per student - Tuition

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 12, 2025

Asher College
1215 Howe Ave
Sacramento, CA 95825
Attention: David Vice, CEO

Re: **Notice of Cancellation of Memorandum of Understanding between Highlands Community Charter and Technical Schools and Asher College**

Highlands Community Charter and Technical Schools ("HCCTS") hereby provides formal notice of its intent to terminate the Memorandum of Understanding between HCCTS and Asher College, effective June 30, 2025. This notice is being provided well in advance of the thirty (30) day minimum notice requirement pursuant to Section 7A of the agreement. We will be in contact to discuss transition matters, if any.

Sincerely,

Bill McGuire
Executive Director

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MEMORANDUM OF UNDERSTANDING BETWEEN

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS AND

ASHER COLLEGE

THIS AGREEMENT ("Agreement") is made this 1st day of July, 2020 (the "Effective Date"), by and between ASHER College, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter referred to as "ASHER") and Highlands Community Charter and Technical Schools, a California non-profit public charter school (hereinafter referred to as "Highlands").

RECITALS

WHEREAS, ASHER is the owner of certain real property and its main facilities are located at 1215 Howe Ave. Sacramento CA 95825;

WHEREAS, ASHER and Highlands desire to enter into this Agreement to document the arrangement between the parties regarding Highlands use of the ASHER site during the 2020-21 school year ("Applicable Year"), pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

Section 1. Use of the site. ASHER hereby grants to Highlands, on the terms and conditions set forth herein, use of the site for the sole purpose of participating in the programs described in Section 2. The Highlands use of the site shall comply with all ASHER policies and regulations and/or practices applicable to the ASHER facilities. ASHER shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California Private Post-Secondary School. Highlands further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the site and conducting charter school activities.

A. Term. Highlands use of the site shall be for the 2020-21 school year commencing on July 1, 2020 and terminating upon the successful completion of all students enrolled before June 30, 2021. This Agreement will automatically renew for an additional school year unless either party terminates the Agreement per Section 7 of this Agreement.

B. Joint-Use. Highlands acknowledges that its right to use the site shall not interfere with ASHER's shared use of the site. ASHER's shared use of the site shall not unreasonably interfere with Highlands' use of the site.

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C. Reversion to ASHER. Upon the expiration of this Agreement by its terms, the right to use and to occupy the site and its facilities, and ASHER equipment thereon, shall revert to ASHER.

D. Acknowledgement of Suitability, Compliance and Waiver. By executing this Agreement, Highlands and ASHER agree to conduct an inspection of the site to determine the site is safe, adequate, and appropriate to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) ASHER shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

Section 2. Financial/Recordkeeping Obligations

A. Asher agrees to provide and enter attendance records in the school information system in use by Highlands no later than 7 school days from the day of attendance.

B. At the end of each month, Asher will invoice Highlands for each properly registered student who attended classes at Asher for any portion of the previous month. Invoices are due upon receipt and will be paid within 30 days.

C. Programs and Fees

Program	**Program Duration**	**Monthly Charge**	**Total Max Charge**	**Non Refundable**	**Books & Vouchers**
Information Technology	5 Months	$1,040	$5,200	$0	Included
Medical Office Administration	5 Months	$840	$4,200	$0	Included
Office Administration	5 Months	$890	$4,450	$0	Included
Business Essentials	9 Months	$1,023	$9,207	$0	Included

D. Refunds: Refunds for students who do not complete the programs *will be prorated* based on calendar time attended/ estimated time to complete.

Section 3. Maintenance and Operations. The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of ASHER; ASHER will provide its own janitorial service and/or janitorial staff.

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Section 4. Title to Property. The Parties acknowledge that title to the site and all improvements are held by ASHER, and shall remain in possession of ASHER at all times.

Section 5. Insurance. Highlands will procure and maintain commercial general liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise for Highlands students and employees of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Highlands' insurance shall be primary unless the claim, injury, or loss is at the active negligence of ASHER. ASHER shall be named as additional insured.

ASHER will procure and maintain property coverage for the premise and building at full replacement cost. ASHER's insurance shall be primary. Highlands shall procure and maintain insurance for their personal property.

Section 6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of ASHER, Highlands shall indemnify, hold harmless, and defend ASHER, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against ASHER, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, arising from, or in connection with, Highlands' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Highlands' in or about the site; Highlands' obligation to defend ASHER and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Highlands, ASHER shall indemnify, hold harmless, and defend Highlands, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Highlands, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, arising from, or in connection with, ASHER's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the

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ASHER in or about the site; ASHER's obligation to defend Highlands and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 7. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By Highlands for any reason, or for no reason, by giving thirty (30) days notice of its intention to terminate to ASHER.

B. By Highlands upon mutual Agreement between ASHER and Highlands, if the site is so damaged, destroyed or otherwise impaired as to hinder the ASHER's effective use of the premises at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the site is so damaged, destroyed or otherwise impaired as to hinder the ASHER effective use of the premises, ASHER will make a good faith effort to provide other facilities, if available, but shall have no obligation to provide substitute facilities.

C. By ASHER for a material failure by Highlands to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof from ASHER to Highlands provided, however, that if the nature of Highlands' default is such that more than thirty (30) days are reasonably required for its cure, then Highlands shall not be deemed to be in default if Highlands commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By ASHER in the event Highlands files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of Highlands.

Section 8. Taxes. ASHER shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of ASHER located at the site or used by Highlands.

Section 9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or electronically , addressed as follows:

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To Highlands:

Murdock Smith, Executive Director/CEO
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838

To ASHER:

David Vice, CEO
Asher College
1215 Howe Ave
Sacramento, CA 95825

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 10. Subcontract, Assignment and Subletting. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 11. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 12. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all prior discussions; negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and Highlands, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the parties.

Section 13. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 14. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant,

Asher College MOU.pdf

condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 16. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 17. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 18. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 19. Recitals and Exhibits. The recitals and each exhibit attached hereto are incorporated herein by reference.

Section 20. Electronic Signatures. This Agreement may be executed and transmitted to any other party by electronic means, which an electronic document shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 21. Dispute Resolution. In the event of any dispute between Highlands and the ASHER regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the ASHER CEO and Highlands Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and Executive Director within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of ASHER shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director

Highlands Community Charter and Technical Schools

Date:_____

ASHER COLLEGE

By: _____

David Vice, CEO

Asher College

Date:_____

Peacekeeper.pdf

McCLELLAN PARK
STANDARD FORM
GROSS LEASE AGREEMENT

THIS STANDARD FORM GROSS LEASE AGREEMENT ("**Lease**"), dated for reference purposes only as November __, 2024 ("**Lease Date**"), is made by and between **McCLELLAN REALTY, LLC**, a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL,** a California public charter school ("**Tenant**").

Witnesseth

1. Premises

1.1 Property. Landlord has the right to lease certain improved real property located within McClellan Park ("**McClellan**" or "**Property**"), McClellan, California ("**State**"), which is more particularly described in Exhibit A-1 attached hereto.

1.2 Premises. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations contained herein, to be paid, kept and performed by Tenant, leases and rents to Tenant, and Tenant hereby leases and takes from Landlord upon the terms and conditions contained herein, approximately Nine Thousand Six Hundred Twenty Two (9,622) rentable square feet of space located within Building 200, Suite 202, 3237 Peacekeeper Way, McClellan, California 95652 (the "**Premises**"). The Premises is described in Exhibit A-2, and the building ("**Building**"), in which the Premises is located is described in Exhibit A-3 attached hereto. The measurements set forth in this Section 1.2 are binding and conclusive upon the parties.

1.3 Parking Areas. In addition to the Premises, subject to the Rules and Regulations, Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Property/McClellan and all such other persons to whom Landlord has previously granted, or may hereinafter grant, rights of usage, shall have the non-exclusive right to use, for parking purposes, the parking area ("**Parking Area**") identified in Exhibit A-4 attached hereto, for up to a maximum of One Hundred (100) parking spaces, as such may be adjusted from time to time by Landlord.

1.4 Existing Leases. Landlord and Tenant acknowledge and agree that they are parties to that certain (i) Modified Gross Lease Agreement, dated April 3, 2018, as amended, regarding space located at 3144 Palm Street, Building 826, McClellan, California, and (ii) Gross Lease Agreement, dated October 21, 2021, as amended, regarding space located at 5411 Luce Avenue, Building 242, McClellan, California (collectively, the "**Existing Leases**"). As of the Commencement Date, the parties agree that the Existing Leases shall be terminated and be of no further force or effect, the parties shall have no further obligations under the Existing Leases, and the terms and conditions set forth in this Lease shall exclusively govern Landlord's leasing to and Tenant's leasing of the Premises. Such termination of the Existing Leases shall not relieve Tenant from Tenant's indemnification obligations under the Existing Leases for any event that arose prior to the termination of the Existing Leases but was discovered after such termination and such indemnification obligations of Tenant under the Existing Leases shall survive the termination of the Existing Leases.

2. Term.

2.1 Term. The term of the Lease shall be for Thirty Nine (39) months beginning on the Commencement Date (the "**Term**"), unless extended or sooner terminated pursuant to the terms of this Lease.

2.2 Commencement Date.

A. As a result of Landlord being responsible for the construction of certain improvements (the "**Tenant Improvements**") pursuant to the "**Work Letter Agreement**" attached hereto as Exhibit B, subject to and upon the terms and conditions set forth herein, the "**Commencement Date**" shall be the

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earlier of the following dates: (i) the date on which the Premises are Substantially Complete (as defined below), which is anticipated to be on _____, 20__ ("**Anticipated Commencement Date**"); (ii) the date on which the Premises would have been Substantially Complete had there been no Tenant Delays (as defined in the Work Letter Agreement); or (iii) the date upon which the Tenant takes possession of the Premises with the Landlord's written consent.

B. Within thirty (30) days after the Commencement Date, Landlord and Tenant shall execute a certification ("**Declaration of Lease Commencement**") setting forth the Commencement Date and the expiration date of the Term of the Lease, which shall be in the form attached hereto as Exhibit C. For purposes of the foregoing, the Premises shall be deemed to be "**Substantially Complete**" when Tenant is tendered direct access to the Premises with all construction to be provided by Landlord, as set forth in the Work Letter Agreement has been completed, with the exception of the Punch List Items. "**Punch List Items**" shall mean a written summary of correction items concerning the repair of improvements within the Premises constructed and/or installed by Landlord, its agents, employees, contractors and/or subcontractors, delivered to Landlord within thirty (30) days following the Commencement Date. Such Punch List Items shall be mutually acceptable to both Landlord and Tenant. Landlord shall Substantially Complete the Premises by the Anticipated Commencement Date, plus extensions thereto equal to the durations of (i) any delays beyond the reasonable control of Landlord, such as acts of God, fire, earthquake, acts of a public enemy, riot, insurrection, unavailability of materials, governmental restrictions on the sale of materials or supplies or on the transportation of such materials or supplies, strike directly affecting construction or transportation of materials or supplies, shortages of materials or labor resulting from government controls, weather conditions, unavailability of possession of the Premises due to governmental action or inaction, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions affecting the area in which the Premises is located and directly affecting Landlord's ability with respect to its obligations under this Lease, or any other cause or events beyond the reasonable control of Landlord (collectively, "**Force Majeure Event**"), or (ii) delays caused by or attributable to the Tenant. The parties agree that if Landlord is unable to Substantially Complete the Premises by the Anticipated Commencement Date, plus any extension due to a Force Majeure Event(s), this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, and the expiration date of the Term of this Lease shall be extended for such delay; but in such event, Tenant shall not be liable for any rent until the Commencement Date; provided, however if such delays were caused by or attributable to the Tenant, rent shall commence as of the scheduled Commencement Date.

C. Tenant shall be entitled to early entry into the Premises for the purpose of installing trade fixtures, telephone and data lines, delivery of inventory, and any other improvement approved by Landlord as an Alteration as defined in and in accordance with Section 13 of this Lease, provided that (i) such early entry shall be coordinated to avoid material interference with Landlord's completion of construction under the Work Letter Agreement, if any, (ii) Tenant's indemnification obligations pursuant to this Lease shall apply to Tenant activities, and (iii) Tenant delivers to Landlord evidence that the insurance requirements pursuant to this Lease are in full force and effect. Base Rent and Utilities/Services shall not be charged during such early entry period. The status of completion of an Alteration by Tenant shall not affect or alter the Commencement Date.

2.3 Option to Extend. At the expiration of the original Term, Tenant may extend this Lease for a single extended term of three (3) years by giving Landlord written notice of its intention to do so at least six (6) months prior to the expiration of the original Term; provided, however, that Tenant is not in Default (defined in Section 21) beyond any applicable cure period under the Lease on the date of giving such notice or on the date of commencement of such extended term. Such extended term shall be upon all of the terms and conditions of this Lease, except that the following rights of Tenant during the original Term of this Lease shall not apply during such option period: (a) any right to rent-free possession, (b) any right to further extension of the Term of the Lease beyond the extended term set forth hereinabove, and (c) any right to continue to pay the same Base Rent. Landlord and Tenant hereby acknowledge and agree that the Base Rent during the extended term shall be ninety five percent (95.00%) of the Fair Market Rental for the Premises, as determined in accordance with this Section. The parties shall have until the date that is six (6) months prior to the expiration of the original Term in order to agree on Base Rent during such extended term. If the parties agree on the Base Rent for such extended term during that period, they shall promptly execute an amendment to this Lease stating the Base Rent. If the parties are unable to agree on Base Rent for such extended term during that period, then the Fair Market Rental shall be established by appraisal. Landlord and Tenant shall each appoint one appraiser at least four (4) months prior to the expiration of the original Term; provided, however, that if either party fails to designate an appraiser within the time period specified, then the

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appraiser who is designated shall conclusively determine the Fair Market Rental. If two (2) appraisers are designated, then they shall submit within thirty (30) days after the second thereof has been designated their appraisals of the Fair Market Rental. The "**Fair Market Rental**" is the rent per square foot of rentable area of space that is then being charged for space located in building in the McClellan market of the Building that are comparable in quality and offer similar amenities to the Building and involving leases with similar terms and conditions, and involving the use of the premises for similar purposes. The spaces used for comparison shall be comparable in size, quality and design to the Premises, and such spaces used for comparison shall be comparable to the Premises with respect to their location within such building, the quality and quantity of tenant improvements installed at each landlord's expense, and the services provided by each landlord to such tenant. Should the two appraisers be unable to agree upon the Fair Market Rental within said thirty (30) days, the two appraisers shall each submit an independent written appraisal and together they shall designate one (1) additional person as appraiser within five (5) days following the expiration of said thirty (30)-day period: provided, however, that if the difference between the two appraisals is five percent (5%) or less of the lowest appraisal, then an additional appraiser shall not be designated and the Fair Market Rental shall equal the average of the two (2) appraisals that are submitted. The third appraiser shall submit an independent written appraisal within thirty (30) days following his or her appointment. If the two appraisers cannot agree upon a third appraiser, then either party hereunder may request that the Presiding Judge of the Sacramento County Superior Court appoint such third appraiser. The Fair Market Rental shall be equal to the average of the two (2) written appraisals which are closest, and the third (3rd) appraisal shall be disregarded. Each party shall bear the cost of the appraiser appointed by it. If three (3) appraisers are appointed, each party shall bear the cost of the appraiser appointed by it and the parties shall share equally in the cost of the third appraiser. No person shall be appointed or designated an appraiser unless he or she is (i) an independent appraiser who is a currently certified member of the American Institute of Real Estate Appraisers (with MAI designation) and unless he or she has at least five (5) years' experience as an appraiser in Sacramento County, or (ii) a real estate broker with a minimum of at least five (5) years' experience in leasing of commercial or industrial space in the vicinity of the Property. The third appraiser shall not have ever been employed (full-time or part-time or on a consulting basis) by Landlord or Tenant. In the event that the Fair Market Rental is not established before the commencement of the extended term, Tenant shall continue to pay the Base Rent in effect as of the end of the original Term; when the Fair Market Rental has been established, the new Base Rent shall be retroactively effective as of the beginning of the extended term, and Tenant shall pay Landlord any deficiency within thirty (30) days after the establishment of the new Base Rent. If Tenant has overpaid Base Rent during such period, such overpayment shall be offset against Base Rent thereafter coming due. Notwithstanding the provisions of this Section, in no event shall Base Rent for the first year of the extension term be less than Base Rent in effect immediately prior to such extension term.

3. Base Rent

3.1 Base Rent. Rent shall be due and payable in lawful money of the United States in advance on the first day of each month after the Commencement Date. Rent for any period during the Term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Tenant shall pay the first full month's Base Rent and any other charges upon execution of this Lease. Tenant shall pay to Landlord as base rent ("**Base Rent**") for the Premises, without notice or demand and without abatement, deduction, offset or set off, the following sums:

A. Tenant shall be entitled to Base Rent-free possession of the Premises for months 1 through 3 following the Commencement Date ("**Free Base Rent Period**"). Tenant shall pay Additional Rent and Utilities/Services during the Free Base Rent Period.

B. $17,319.60 ($1.80psf) per month for months 4 through 12 following the Commencement Date.

C. Commencing on the first day of the thirteenth (13th) month following the Commencement Date, and on each annual anniversary thereafter, Base Rent shall be increased by the amount of three percent (3.00%) of the Base Rent then in effect.

3.2 Place of Payment. All payments under this Lease to be made by Tenant to Landlord shall be made payable to, and mailed or personally delivered to, Landlord at the following address or such other

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address(es) of which Landlord may notify Tenant from time to time: McClellan Realty, LLC, Post Office Box 1419, North Highlands, California 95660-1419.

3.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is past due, then, in addition to all other remedies provided herein, Tenant shall pay to Landlord a late charge equal to the greater of (i) ten percent (10%) of such overdue amount (but in no event greater than the maximum amount permitted by Law), or (ii) a service charge equal to the sum of $50.00 plus, in either event, $10.00 per day for each day after the due date for which Tenant's failure to pay continues and all attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant, and that it does not constitute a forfeiture or penalty. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Upon the assessment of a late charge, Landlord may require that all future payments of rent be made by cashier's check. Landlord may, at its option, include all late charges accrued during any calendar year in the estimated charges to be paid by Tenant for the ensuing year, and may deduct all late charges from the Security Deposit.

4. Security Deposit. Upon execution of this Lease, Tenant shall pay to Landlord a security deposit for the faithful performance of Tenant's obligations under this Lease in the amount of Seventeen Thousand Three Hundred Nineteen and 60/100ths Dollars ($17,319.60) (the "**Security Deposit**"). Within ten (10) days of any increase in the Base Rent hereunder, Tenant shall pay to Landlord an amount necessary to increase the Security Deposit held by Landlord to the amount of the then current monthly Base Rent. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults under this Lease, Landlord may use, apply or retain all or a portion of the Security Deposit to compensate Landlord for the amount due by Tenant (including reasonable attorneys fees) under this Lease. If Landlord uses or otherwise applies all or any portion of the Security Deposit, Tenant shall restore such Security Deposit within ten (10) days of notice from Landlord. The Security Deposit shall be non-interest bearing and Landlord shall be entitled to retain such funds in its general accounts. The balance of the Security Deposit not applied or used by Landlord as permitted in this Paragraph shall be refunded to Tenant thirty (30) days after the later of (i) expiration or other termination of this Lease, and (ii) Tenant has vacated the Premises. Tenant hereby waives any rights or benefits that may be available to Tenant by reason of California Civil Code Section 1950.7.

5. Additional Rent.

5.1 Definitions.

A. "**Base Year**" shall mean calendar year 2025.

B. "**Additional Rent**" shall mean (i) Tenant's Property Share of the difference between (1) Property Expenses for the subject Computation Year, and (2) Property Expenses for the Base Year, plus (ii) Tenant's Building Share of the difference between (1) Building Expenses for the subject Computation Year, and (2) Building Expenses for the Base Year.

C. "**Building Expenses**" shall mean and include (i) Building Common Expenses, (ii) Building Insurance Expenses, and (iii) Building Taxes. Building Expenses shall be adjusted to reflect ninety-five percent (95.00%) occupancy of the Building during any period in which the Building is not at least ninety-five percent (95.00%) occupied.

D. "**Common Expenses**" shall mean the aggregate amount of the total costs and expenses paid or incurred by Landlord in any way connected with or related to the operation, repair, replacement, refurbishment, providing utilities to, and maintenance of the Common Areas, the Building and the Property. Such

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costs shall include managerial fees (not to exceed five percent (5.00%) of the gross rental income from the Property) and administrative expenses related to the Property (not exceed ten percent (10.00%) of the Common Expenses). The computation of Common Expenses shall be made in accordance with generally accepted accounting principles. Landlord, from time to time, shall have the right, for the purpose of calculating Common Expenses to increase/decrease the Common Areas and Property to include/exclude certain designated areas within McClellan. Common Expenses shall be divided into those expenses attributable to the Building ("**Building Common Expenses**") and those expenses attributable to the Common Area and the Property ("**Property Common Expenses**") by Landlord, as reasonable determined by Landlord.

E. "**Computation Year**" shall mean each twelve (12) consecutive month period commencing January 1 of each year during the Term, provided that Landlord, upon notice to Tenant, may change the Computation Year from time to time to any other twelve (12) consecutive month period and, in the event of any such change, Additional Rent shall be equitably adjusted for the Computation Years involved in any such change.

F. "**Insurance Expenses**" shall mean the aggregate amount of the cost of fire, extended coverage, boiler, sprinkler, public liability, property damage, rent, earthquake, terrorism, and other insurance obtained by Landlord in connection with the Property, including insurance required pursuant to Section 14.1 hereof, and the deductible portion of any insured loss otherwise covered by such insurance. Insurance Expenses shall be divided into those expenses attributable to the Building ("**Building Insurance Expenses**") and those expenses attributable to the Common Area and the Property ("**Property Insurance Expenses**") by Landlord, as reasonable determined by Landlord.

G. "**Property Expenses**" shall mean and include (i) Property Common Expenses, (ii) Property Insurance Expenses, and (iii) Property Taxes. Property Expenses shall be adjusted to reflect ninety-five percent (95.00%) occupancy of the Property during any period in which the Property is not at least ninety-five percent (95.00%) occupied.

H. "**Rentable Area of the Premises**" shall mean the rentable square footage of the Premises set forth in Section 1.2 of this Lease

I. "**Rentable Area of the Building**" shall mean rentable square footage of the Building set forth in Section 1.2 of this Lease.

J. "**Rentable Area of the Property**" shall mean 7,800,000 rentable square feet, which measurement is binding and conclusive upon the parties. Notwithstanding the foregoing, Landlord, from time to time, shall have the right to (i) increase/decrease the number of rentable square footage of the Property utilized in arriving at the square footage calculation set forth in this Section based upon adjustments to available leaseable space within the Property, or (ii)) segregate Property into separate districts based upon building type (the square footage of each district would thereafter be the denominator in such calculation), following which Tenant's Property Share shall be proportionately recalculated. Notwithstanding the foregoing, in no event shall the aggregate of the Rentable Area of the Property be less than 7,500,000 rentable square feet.

K. "**Taxes**" shall mean all taxes, assessments and charges levied upon or with respect to the Property or any personal property of Landlord used in the operation thereof, or Landlord's interest in the Property or such personal property. Taxes shall include, without limitation, all general real property taxes and general and special assessments, occupancy taxes, commercial rental taxes, charges, fees or assessments for transit, housing, police, fire or other governmental services or purported benefits to the Property, service payments in lieu of taxes, and any tax, fee or excise on the act of entering into any lease for space in the Property, or on the use or occupancy of the Property or any part thereof, or on the rent payable under any lease or in connection with the business of renting space in the Property that are now or hereafter levied or assessed against Landlord by the United States of America, the State of California, or any political subdivision, public corporation, district or other political or public entity, whether due to increased rate and/or valuation, additional improvements, change of ownership, or any other events or circumstances, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for or as an addition to, as a whole or in part, any other Taxes whether or not now customary or in the contemplation of the parties on the date of this Lease. Any assessments imposed under any covenants, conditions and/or restrictions encumbering, presently or in the future, the Property shall be within

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such definition of Taxes. Taxes shall not include franchise, transfer, inheritance or capital stock taxes or income taxes measured by the net income of Landlord from all sources unless, due to a change in the method of taxation, any of such taxes is levied or assessed against Landlord as a substitute for or as an addition to, as a whole or in part, any other tax that would otherwise constitute a Tax. Taxes shall also include reasonable legal fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Taxes. If any Taxes are specially assessed by reason of the occupancy or activities of one or more tenants and not the occupancy or activities of the tenants as a whole, such Taxes shall be allocated by Landlord to the tenant or tenants whose occupancy or activities brought about such assessment. Taxes shall be divided into those expenses attributable to the Building ("**Building Taxes**") and those expenses attributable to the Common Area and the Property but excluding the Building ("**Property Taxes**") by Landlord, as reasonable determined by Landlord.

L. "**Tenant's Building Share**" is determined by dividing the Rentable Area of the Premises by the Rentable Area of the Building.

M. "**Tenant's Property Share**" is determined by dividing the Rentable Area of the Premises by the Rentable Area of the Property.

5.2 Recovery of Additional Rent.

A. Beginning with the Computation Year following the Base Year and for each Computation Year thereafter, Tenant shall pay Landlord Additional Rent as determined in accordance with Section 5.1 of this Lease.

B. To provide for current payments of Additional Rent, Tenant shall, at Landlord's request, pay during each month of a Computation Year, an amount equal to the estimated monthly Additional Rent payable during such Computation Year, as determined by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Additional Rent. It is the intention hereunder to estimate from time to time the amount of the Additional Rent for each Computation Year, including the Computation Year immediately following the Base Year, and then to make an adjustment in the following year based on the actual Additional Rent incurred for that Computation Year.

C. On or before April 1 of each Computation Year after the Base Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement ("**Actual Expense Statement**") setting forth Tenant's Additional Rent for the preceding Computation Year; provided, however, that the failure of Landlord to supply such statement shall not constitute a waiver of Landlord's rights to collect for such Additional Rent. If Additional Rent for the previous Computation Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Additional Rent for such Computation Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of Additional Rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section shall survive the expiration date of the Term. Additional Rent in any Computation Year having less than 365 days shall be appropriately prorated.

5.3 Allocated Expenses. Notwithstanding the calculation of Additional Rent, Landlord may specifically allocate certain Building Expenses and/or Property Expenses to specific tenants, including Tenant, based upon the nexus of such specific expense or service incurred to such tenant's building(s) and/or operations(s), as reasonably determined by Landlord. Allocated Building Expenses and/or Property Expenses shall be paid in full by the designated tenant utilizing the monthly payment process set forth in this Article 5. If any tenant is assessed an allocated Building Expenses and/or Property Expense, such expense shall not be included in the calculation of Building Expense or Property Expenses, as applicable (in no event shall Landlord recover more than one hundred percent (100.00%) of Building Expenses and Property Expenses incurred).

5.4 Disputes. If there is any dispute as to any Additional Rent due under this Section 5, for a

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period of six (6) months following Tenant's receipt of the Actual Expense Statement (or any subsequent revision thereof), Tenant shall have the right, after reasonable written notice to Landlord and at reasonable times, to inspect and audit Landlord's books and records used in the computation of Tenant's Additional Rent as they are set forth in the subject Actual Expense Statement at Landlord's accounting office for the calendar year in question. Tenant's failure to request such audit within the six (6) month period set forth herein shall be deemed Tenant's approval of the Actual Expense Statement. If after such audit, Tenant still disputes such Additional Rent, upon Tenant's written request therefore, an audit and investigation, at Tenant's cost, as to the proper amount of Additional Rent and the amount due to or payable by Tenant shall be made by an independent accounting firm or certified public accountant selected by Tenant and employed by Tenant on an hourly or fixed fee basis, and not on a contingency fee basis, which shall have access to Landlord's books and records. Such audit shall be final and conclusive as to all parties. Notwithstanding the foregoing, in no event shall Tenant be entitled to withhold payment of Additional Rent during the audit process, and Tenant shall remain obligated to pay all Additional Rent due as otherwise set forth in this Lease. In the event Tenant shall prevail in the audit process, Landlord, at its election, shall either promptly refund any excess Additional Rent payments to Tenant or shall apply such excess as a credit against future Additional Rent due from Tenant. If Tenant prevails in the audit process as to the last year of the Term, Landlord shall refund any excess Additional Rent payments to Tenant within thirty (30) days following receipt of the audit.

5.5 Limitation on Additional Rent/Common Expenses.

(A) For the purpose of determining Tenant's Additional Rent for each Computation Year following the Base Year, Common Expenses shall not increase by more than 5.00% per annum of Common Expenses for the prior Computation Year (such limitation shall not apply to Taxes or Insurance Expenses.)

(B) Following the Base Year, if Landlord elects to incur any new reoccurring Common Expenses (estimated to be incurred for the following 3 years) during a calendar year (which was not incurred in the prior calendar year), for the purpose of determined Tenant's Additional Rent for the subject Computation Year, such new reoccurring Common Expenses shall be added to the Common Expenses for the prior Computation Year and subject to the maximum increase percentage set forth in Section 5.5(A).

6. Compliance with Law. Tenant shall not do anything or suffer anything to be done in or about the Premises or the Property which will in any way conflict with any federal and state law, statute ordinance, or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively, "**Laws**"). At its sole cost and expense, Tenant, at its cost, shall promptly comply with all such Laws which relate to (i) Premises and Tenant's use thereof, (ii) the Alterations or other work done by Tenant in or about the Premises, or (iii) the Premises and Building to the extent such obligations are triggered by Tenant's Alterations or other work done by Tenant in or about the Premises, or use of the Premises by Tenant. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local government body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, which is related to Tenant's use and occupancy of the Premises, Tenant shall, at its sole cost and expense, comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

7. Permitted Uses / Security.

7.1 Permitted Use. Tenant shall use and occupy the Premises throughout the Term of the Lease for office and classroom space for English language development classes for students which ARE 21 YEARS OLD OR OLDER ("**Permitted Use**"), and for no other purpose. No use shall be made or permitted to be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering the Building, or any part thereof, nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by insurance policies maintained by Landlord. Tenant shall also specifically not permit any objectionable odor to escape or be emitted from the Premises and shall insure sanitation and freedom from odor, smell and infestation from rodents or insects. Tenant, at its expense, shall provide (and enclose if required by codes or Landlord) a dumpster or dumpsters for Tenant's trash in a location and manner approved by Landlord, and shall cause its trash to be removed at intervals reasonably satisfactory to Landlord. In connection therewith, Tenant shall keep the dumpster(s) clean and insect, rodent and odor free.

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7.2 Security. During the Term, as an amenity to the various business operations within McClellan, the master association of McClellan, as established by the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for McClellan Park, recorded in the Official Records of Sacramento County in Book 20060512, at Page 1368, on May 12, 2006, as amended ("**Master CC&Rs**"), shall maintain a security service to conduct random security services of designated areas within McClellan, which services are anticipated to include roving patrols in security cars and limited video surveillance (such systems may not apply to the Premises); provided that Tenant acknowledges and agrees that such service cannot be relied on to provide any specific security to Tenant's business operations or stored inventory at the Premises. Tenant acknowledges and agrees that it shall be solely responsible for providing adequate security for its Premises, automobiles, trucks and containers, and its use of the Premises. Any security implemented by Tenant shall not interfere with the security which may be provided under the Master CC&Rs. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant, its agents, employees, contractors, visitors or invitees, for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from Tenant's storage materials at the Premises, equipment used in connection therewith, or from persons gaining access to the Premises or any part of the Property, and Tenant hereby releases Landlord and its agents and employees from all liabilities for such losses, damages or injury, regardless of the cause thereof.

8. Environmental Compliance.

8.1 Definitions. The definition of "**Hazardous Materials**" and "**Hazardous Materials Laws**" are set forth on Exhibit D-1.

8.2 Compliance with Hazardous Materials Laws. Tenant hereby agrees that Tenant and Tenant's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants, concessionaires, invitees and any other occupants of the Premises (for purposes of this Section 8, referred to collectively herein as "**Tenant Representatives**") shall (i) not cause or permit any Hazardous Materials in violation of Hazardous Materials Laws to be used on or about the Premises or Property, (ii) use only the Hazardous Materials identified in the Environmental Questionnaire, and (iii) comply with all Hazardous Materials Laws applicable to its Permitted Use. Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises or the Property. Tenant is and shall be deemed to be the "operator" "in charge" of Tenant's "facility" and the "owner," as such terms are used in the Hazardous Materials Laws, of all Hazardous Materials and any wastes generated by Tenant or Tenant Representatives. Tenant shall be designated as the "generator," as such terms are used in the Hazardous Materials Laws, on all manifests relating to such Hazardous Materials or wastes generated by Tenant or Tenant Representatives.

8.3 Remediation of Tenant's Contamination. If the acts or omissions of Tenant or the Tenant's Representatives cause a release of Hazardous Materials at, on or under the Premises or areas adjacent thereto ("**Tenant's Contamination**"), then Tenant, at Tenant's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Premises or the groundwater underlying the Premises to the extent required to comply with applicable Hazardous Materials Laws. Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first obtaining the prior written consent of Landlord, which may be subject to conditions imposed by Landlord as determined in Landlord's sole discretion. Tenant shall promptly deliver to Landlord, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant's Contamination.

8.4 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, "**Notifying Party**") shall immediately notify the other party (for purposes of this Section, "**Notice Recipient**") in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous

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Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters; and (iv) any spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Property, or any portion thereof. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

8.5 Environmental Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (i) any Tenant's Contamination, or (ii) Tenant's failure to comply with any Hazardous Materials Laws applicable to it Permitted Use and with respect to the Premises. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.6 Environmental Indemnification by Landlord. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant, and each of Tenant's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind and claims for bodily injury or property damage, administrative or judicial proceedings, and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by the presence or release of Hazardous Materials on, in or under, or emanating from the Premises caused (i) by Landlord, or (ii) by any previous tenants within the Premises that have entered into lease documentation with Landlord. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.7 Air Force Environmental Obligation. Notwithstanding any other provision of this Lease to the contrary, which includes, but is not limited to, Sections 8.5 and 8.6, the parties acknowledge and agree that nothing in this Lease is intended to diminish, alter or negate the obligations of the Air Force concerning the existence of Hazardous Materials at McClellan, which includes, but is not limited to, the FFA, and the Air Force's obligations under applicable Federal or State laws, statutes, ordinances, regulations or other legal and/or equitable obligations (collectively, "**Air Force Environmental Obligation**"), and Tenant's and Landlord's indemnification obligations set forth in Section 8.5 and 8.6 shall not apply to any occurrence or event that is subject to the Air Force Environmental Obligation. The parties agree to reasonable cooperate with each other with regard to the pursuit of any claim against the Air Force.

8.8 Environmental Questionnaire. Prior to execution of this Lease, Tenant shall complete, execute, and deliver to Landlord an Environmental Questionnaire Disclosure Statement (the "**Environmental Questionnaire**"), in a form of Exhibit D-2 attached hereto. For a period of fifteen (15) days following Landlord's receipt of the Environmental Questionnaire, Landlord shall have the right to approve or disapprove such document. Tenant acknowledges that, in conjunction with Landlord's review of the Environmental Questionnaire, Landlord may require Tenant to comply with a "**Hazardous Materials Handling Plan,**" the approval of which by Landlord and Tenant is a condition precedent to each party's obligations hereunder (Tenant shall be responsible for the preparation of the draft Hazardous Materials Handling Plan). Tenant shall confirm that the information set for on the Environmental Questionnaire is accurate (or note modifications which will be subject to Landlord's approval under this Section) on an annual basis within ten (10) business days following Landlord's request for such confirmation. If, in conjunction with Tenant's Permitted Use, Tenant must commence the utilization of previously undisclosed Hazardous Materials, prior to the usage thereof, Tenant shall notify Landlord thereof, by written summary determining the scope of such usage and updating the Hazardous Materials Handling Plan to the extent required by such additional usage which notice shall specify: [Landlord's failure to respond within fifteen (15) days following receipt of this notice shall be deemed approval of this notice]. For a period of fifteen (15) days following

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Landlord's receipt of such notice, Landlord shall have the right to approve or disapprove of such documents which approval shall not be unreasonably withheld (provided such usage is consistent with Hazardous Materials Laws within such time period shall be deemed Landlord's disapproval thereof.

8.9 Waiver. Tenant, for itself and Tenant Representatives, hereby waives, releases and forever discharges Landlord, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the Lease Date or thereafter, which Tenant has or may have in the future, arising out of or relating to (i) the information provided in the Environmental Information, (ii) the failure of the Air Force to comply with the Air Force Environmental Obligation, or (iii) excepting Landlord's obligation under Section 10 of this Lease, the physical, economic condition, suitability of the Premises and/or Property for Tenant's Permitted Use and, excepting Landlord's obligation under Section 8.6 of this Lease, the environmental condition of the Premises and/or Property. Excepting Landlord's compliance with its obligation under this Lease, concerning the forgoing matters, Tenant hereby specifically waives the provisions of Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Landlord

Tenant

8.10 Environmental Information. Tenant acknowledges receipt of the information attached hereto as Exhibit D-3 (collectively, "**Environmental Information**"). Such disclosures are not intended to be inclusive of all Hazardous Materials which were present at McClellan and each party hereto acknowledges that additional Hazardous Materials not set forth in such exhibit may have been or remain present at McClellan; provided, however, such disclosure shall not affect, in any manner, the obligation of the Air Force under applicable Law.

8.11 Landlord Entry. Landlord shall have the right to inspect the Premises for Hazardous Materials and compliance with the provisions of this Section 8 at all reasonable times upon reasonable advance oral or written notice to Tenant (except in the event of an emergency).

8.12 Air Force Entry. Tenant acknowledges that the Secretary of the Air Force, acting on behalf of the United States of America ("**Air Force**"), its agents, employees, contractors and subcontractors, has reserved the right to ingress, egress and access to the Premises, or portion thereof, to comply with its obligations under the Federal Facilities Agreement, entered into by U.S. EPA, Region IX, the State of California, and the Air Force, effective July 1989 ("**FFA**"), the McClellan Air Force Base Installation Restoration Program or in accordance with other hazardous waste remediation activities, whether imposed by law or regulatory agencies, and to perform various tasks, repairs, maintenance and obligations required during the Term. Tenant acknowledges that some or all of these actions may interfere with Tenant's quiet use and enjoyment of the Premises, and that such entrance may disrupt, interfere, and/or adversely affect Tenant's Building operations, including the Permitted Use, for the duration of such entrance; provided that Landlord shall use its good faith efforts to schedule such entrance in the least intrusive manner possible; provided, however, Landlord has no legal right to cause the Air Force to comply. Such entrance shall not constitute an actual or construction eviction and will not cause any form of liability, offset, abatement and/or claim against Landlord and/or the Air Force. To provide prior notice to Tenant for the required entrance by the Air Force, prior to the Commencement Date, Tenant shall complete the information set forth in Exhibit D-4, which information the Air Force may rely upon in providing such notice. If such information requires revision during the Term, Tenant shall notify, in writing, Landlord in accordance with Section 27 of this Lease.

8.13 Preexisting Hazardous Materials. IN NO EVENT SHALL TENANT BE RESPONSIBLE, IN ANY MANNER, FOR THE CLEANUP OF ANY HAZARDOUS MATERIALS (I) DESCRIBED IN THE ENVIRONMENTAL INFORMATION, OR (II) PRESENT AT THE PREMISES AS OF

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THE COMMENCEMENT DATE, EXCEPT TO THE EXTENT TENANT HAS CAUSED A TENANT'S CONTAMINATION OR REMEDIATION IS REQUIRED DUE TO AN ALTERATION.

8.14 Sewer Use Questionnaire. On or before December 31 of each calendar year, Tenant shall deliver to Landlord an updated "**Sewer Use Questionnaire**" in the form of Exhibit D-5 attached hereto.

8.15 Asbestos Notification for Commercial Property Constructed Before 1979. Tenant acknowledges that Landlord has advised Tenant the Building, because of its age, may contain asbestos-containing materials ("**ACMs**"). If Tenant undertakes an Alteration, Tenant shall, in addition to complying with the requirements of Article 13, undertake the Alterations in a manner that avoids disturbing any ACMs present in the Building. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Hazardous Materials Laws, including giving all notices required by Health and Safety Code Sections 25915-25919.7, as amended.

8.16 Exclusivity. The allocations of responsibility between, obligations and liabilities undertaken by, and indemnifications given by Landlord and Tenant under this Section 8, shall be the exclusive provisions under this Lease, applicable to the subject matter treated in this Section 8, and any other conflicting or inconsistent provisions contained in this Lease shall not apply with respect to the subject matter. Tenant and Landlord have been informed that certain California judicial decisions have held that, notwithstanding the specific language of a lease, courts may impose the responsibility for complying with legal requirements and for performing improvements, maintenance and repairs on a landlord or tenant based on the court's assessment of the parties' intent in light of certain equitable factors. Tenant and Landlord have each been advised by their respective legal counsel about the provisions of this Lease allocating responsibility for compliance with laws and for performing improvements, maintenance and repairs between Tenant and Landlord. Tenant and Landlord expressly agree that the allocation of responsibility for compliance with laws and for performing improvements, maintenance and repairs set forth in this Lease represents Tenant's and Landlord's intent with respect to this issue.

8.17 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 8 shall survive the expiration or earlier termination of this Lease.

9. Utilities.

(a) Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises between the hours of 7:30 a.m. to 9:00 p.m. Monday through Friday, State and Federal holidays exempted ("**Business Hours**"), subject to the conditions and in accordance with the standards set forth in writing by Landlord from time to time during the term of this Lease and delivered to Tenant, reasonable quantities of electric current for normal lighting and fractional horsepower office machines, water for lavatory and drinking purposes, heat and air conditioning required in Landlord's judgment for the comfortable use and occupation of the Premises. In addition, provided that Tenant is not in default hereunder, Landlord agrees to provide janitorial service to the Premises five (5) days a week, during such hours and days as Landlord may schedule, in its discretion, outside the hours for the Building set forth in the preceding sentence, in accordance with the specifications attached hereto as Exhibit E. Tenant acknowledges and agrees that Landlord may impose a reasonable charge for the use of any additional or unusual janitorial services required by Tenant's carelessness or the nature of Tenant's business. Landlord's obligation regarding any heating, ventilation and air conditioning ("**HVAC**") and electrical systems shall be limited to the Building's standard central HVAC and electrical systems, and Landlord shall have no obligation to maintain or repair any HVAC or electrical system that has been installed to accommodate Tenant's specific use of the Premises (provided, however, that any contractor retained by Tenant to maintain or repair any such HVAC or electrical system shall be subject to Landlord's reasonable approval). Landlord shall not be obligated to service, maintain, repair or replace any system or improvement in the Premises that has not been installed by Landlord at Landlord's expense, or which is a specialized improvement requiring additional or extraordinary maintenance or repair (by way of example only, if the standard premises in the Building contain fluorescent light fixtures, Landlord's obligation shall be limited to the replacement of fluorescent light tubes, irrespective of any incandescent fixtures that may have been installed in the Premises at Tenant's expense). Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances

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or labor disputes of any character or for any other causes. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption or failure of any services to be provided under this Lease.

(b) If the temperature otherwise maintained in any portion of the Premises by the HVAC systems of the Building is affected by reason of any lights, machines or equipment used by Tenant in the Premises, or by the occupancy of the Premises by more persons than are contemplated by the design criteria of the HVAC systems, then Landlord shall have the right to install machines or equipment that Landlord reasonably deems necessary to restore temperature balance, including modifications to the standard air-conditioning equipment and electrical systems serving the Premises. The cost of any such equipment and modifications, including the cost of installation and any additional cost of operation and maintenance of the same, shall be paid by Tenant to Landlord upon demand.

(c) Tenant acknowledges and agrees that Tenant's use of the Premises during Non-Business Hours imposes additional burden on the Project's janitorial services, fluorescent light tubes, HVAC and electrical services, and the common areas. Accordingly, Non-Business Hours use of services will be made available to Tenant through an access or override switch accessible to Tenant and will be billed as an after hours rent assessment. After hours use will be metered and such costs will be payable by Tenant to Landlord upon demand. Such costs shall not exceed forty and no/100ths dollars ($40.00) per hour for the initial year of the Term.

(d) Tenant shall not, without the prior consent of Landlord, connect to the utility systems of the Building any apparatus, machinery or other equipment except typical office machines and devices such as electric typewriters, word processors, mini and micro-computers and office-size photocopiers. Nor shall Tenant, without the prior written consent of Landlord, connect to any electrical circuit in the Premises any apparatus or equipment with power requirements that exceed the designed electrical capacity of the Premises. Tenant shall pay the cost of all utilities and services supplied to Tenant in connection with Tenant's use of additional office equipment approved by Landlord hereunder. Tenant shall not, without the prior consent of Landlord, connect to any dedicated electrical circuit in the Premises electrical apparatus or equipment of any type having in the aggregate electrical power requirements in excess of two (2) amps per outlet. Notwithstanding Landlord's consent to such excess loading of circuits, Tenant shall pay the cost of any additional or above-standard capacity electrical circuits necessitated by such excess loading circuits and the installation thereof.

(e) All sums payable hereunder by Tenant for additional services or for excess utility usage shall be payable within thirty (30) days after written request from Landlord, including reasonable supporting documentation; except that Landlord may require Tenant to pay monthly for the estimated cost of Tenant's excess utility usage if such usage occurs on a regular basis, and such estimated amounts shall be payable in advance on the first day of each month.

10. Repairs by Landlord. Landlord shall maintain, repair and keep all exterior and demising walls, load bearing elements, foundations, roof, and common areas that form a part of the Building and Building standard mechanical, electrical, HVAC and plumbing systems, core restrooms, stairwells, mechanical and janitorial closets, and pipes and conduits that are provided by Landlord in the operation of the Building in a good operation condition, excepting repairs required due to the negligence or intentional acts of Tenant, its employees, invitees or representatives which shall be repaired by Tenant. Landlord shall maintain the grounds surrounding the Building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to Tenant to be defective which Landlord is required to repair and failure to so report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions. Landlord shall be required to commence such repairs within a reasonable period of time from receipt of Tenant's notice.

11. Repairs by Tenant. Tenant accepts the Premises in its present “As-Is,” “Where Is” condition (except for the Tenant Improvements which are the responsibility of Landlord, if any), and specifically acknowledges that the Premises is suited for the uses intended by Tenant. Landlord shall not be liable for any latent or patent defects in the Premises, excepting Tenant Improvements constructed by Landlord, if any, pursuant to the Work Letter Agreement. Tenant acknowledges that Landlord has made no representation or warranty concerning

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the condition and state of repair of the Premises to the extent not constructed by Landlord. Tenant shall at its own cost and expense keep and maintain the Premises in good order and repair, promptly making all necessary repairs and replacements, including, but not limited to, all equipment and facilities and components thereof within the Premises, fixtures, walls (interior), finish work, ceilings, floors, lighting fixtures, bulbs and ballasts, utility connections and facilities within the Premises, windows, glass, doors, and plate glass, downspouts, gutters, air conditioning and heating systems, truck doors, dock levelers, bumpers, seals and enclosures, plumbing, electrical, termite and pest extermination, and damage to common areas caused by Tenant, excluding only those repairs expressly required to be made by Landlord hereunder. Any and all construction, maintenance and/or repairs to be done by Tenant, its agents, employees, contractors and/or subcontractors pursuant to this Section which would be deemed an Alteration (as hereinafter defined), as reasonably determined by Landlord, shall comply with the requirements of Section 13 of this Lease. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

12. Ad Valorem Taxes. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property shall be assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property with supporting documentation.

13. Alteration of Premises. Tenant shall not make or suffer to be made any alterations, additions, or improvements (collectively, "**Alterations**") to or of the Premises, or any part thereof, without first obtaining the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion.

14. Insurance

14.1 Landlord's Insurance. Landlord shall maintain in full force and effect throughout the Term of this Lease general comprehensive liability insurance for the Building and general fire and extended coverage insurance on special form or such other broader coverage as may from time to time be customary on the Building in such amounts determined by Landlord.

14.2 Tenant's Insurance. Tenant agrees to take out and keep in force during the Term, without expense to Landlord, the policies of insurance as set forth below.

(A) Commercial general liability insurance, in the name of Tenant, insuring against any liability for injury to or death of persons resulting from any occurrence in or about the Building and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than $3,000,000.00 aggregate, $1,000,000.00 per occurrence. The amounts of such insurance required hereunder shall be adjusted from time to time as requested by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable premises and buildings in the general geographical area of the Premises. In addition, such policy of insurance shall include the ordinary and usual coverage for any additional liability as coverage for any potential liability arising out of or because of any construction, work of repair or alterations done on or about the Premises by or under the control or direction of Tenant;

(B) Causes of Loss – Special Form property insurance, in an amount not less than one hundred percent (100%) of replacement cost covering all tenant improvements and alterations permitted under this Lease, floor and wall coverings, and Tenant's office furniture, business and personal trade fixtures, equipment, furniture system and other personal property from time to time situated in the Premises. Such property insurance shall include a replacement cost endorsement, providing protection against any peril included within the classification fire and extended coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in a "cause of loss-special form" standard insurance policy. The proceeds of such insurance shall be used for the repair and replacement of the property so insured, except that if not so applied or if

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this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant;

(C) Workers compensation insurance as required by law and employer liability insurance with limits of not less than $1,000,000.00;

(D) Comprehensive automobile liability insurance with limits of not less than $1,000,000.00 combined bodily injury and property damage per occurrence; and

(E) Environmental Impairment Liability insurance with limits of not less than $1,000,000.00 or such other larger limits as may be reasonably required by Landlord, taking into consideration the extent and nature of Tenant's activities.

14.3 Certificates of Insurance. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies which are rated by Best Insurance Reports as A:XV or better and licensed or authorized to do business in the State of California. Each policy shall name (1) McClellan Business Park, LLC; (2) MP Holdings, LLC; (3) the County of Sacramento; and (4) the United States Air Force, and any other party designated by Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a separation of insureds condition, and (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance for Landlord's interest only. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is given possession of the Premises, and thereafter, within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable, materially changed or reduced in coverage except after thirty (30) days' written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums and a twenty-five (25%) percent administrative charge, which shall be payable upon demand.

14.4 Waiver of Subrogation. To the extent of any and all insurance maintained, or required to be maintained, by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carriers any right of subrogation that may exist or arise as against the other party to this Lease. Landlord and Tenant shall cause the insurance companies issuing their insurance policies with respect to the Premises to waive any subrogation rights that the companies may have against Tenant and Landlord, respectively.

15. Indemnity.

15.1 Definitions. "**Tenant Parties**" shall mean, singularly and collectively, Tenant and Tenant's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as all persons and entities claiming through any of the foregoing persons or entities, and (ii) "**Landlord Parties**" shall mean singularly and collectively, Landlord and Landlord's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as to all persons and entities claiming through any of the foregoing persons or entities.

15.2 Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord and Landlord Parties, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (a) the negligent acts or omissions of Tenant or Tenant Parties, (b) Tenant's breach of its obligations under this Lease; (c) Tenant's or any Tenant Party's use, possession, or occupancy

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of the Premises during the Term; (d) any work done, permitted or contracted for by Tenant or any Tenant Party on or about the Premises during the Term, or (e) the death or injury of any person during the Term, including Tenant or any person who is an employee or agent of Tenant, or damage to or destruction of any property during the Term, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatever while such person or property is in or on the Premises. If any action or proceeding is brought against the Landlord by reason of the matters stated in this Section, Tenant, upon written notice from Landlord, shall, at Tenant's expense, defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be withheld unreasonably. Notwithstanding anything to the contrary in this Lease, the obligations of Tenant hereunder shall not apply to claims, liability and/or damages to the extent arising from or related to Landlord's or Landlord's Parties negligence, willful acts or Landlord's breach of its obligations under this Lease. The provisions of this Section shall not apply to any of the provisions of Section 8 of the Lease.

15.3 Exculpation. Tenant, on behalf of itself and of all Tenant Parties, hereby waives, to the fullest extent permitted by Law, all claims against Landlord and the Landlord Parties for loss, theft or damages to goods, wares, merchandise or other property (whether tangible or intangible) in and about the Premises occurring during the Term, and for the injury or death to any persons in, on or about the Premises occurring during the Term. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

15.4 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 15 shall survive the expiration or earlier termination of this Lease.

16. Construction Liens. Tenant shall not suffer or permit any construction liens, mechanic's liens or materialman's liens to be filed against Landlord's interest in the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises, any notices which it deems necessary for protection from such liens. Tenant shall have the right to contest by proper proceedings any such construction liens, mechanic's liens or material man's liens, provided that Tenant shall prosecute such contest diligently and in good faith and such contest shall not expose Landlord to any civil or criminal penalty or liability. Upon Landlord's demand, Tenant shall furnish Landlord a surety bond or other adequate security satisfactory to Landlord sufficient both to indemnify Landlord against liability and hold the Property free from adverse effect in the event the contest is not successful. If such liens are so filed and Tenant does not properly contest such liens, Landlord, at its election, and upon not less than ten (10) days prior written notice to Tenant, may pay and satisfy same and, in such event the sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18.00%) per annum from the date of payment, and all actual and other expenses, including reasonable attorney's fees, so paid by Landlord, shall be deemed to be Rent due and payable by the Tenant at once without notice or demand.

17. Quiet Enjoyment. So long as an Event of Default does not exist, Tenant shall be entitled to quietly have, hold, and enjoy the Premises during the Term, subject to Landlord's rights under this Lease.

18. Landlord's Right of Entry. Landlord or its agents shall have the right to enter the Premises at reasonable times upon reasonable notice. Upon receipt of reasonable advance notice from Landlord, Tenant may arrange to have a designated representative accompany Landlord in entering the Premises. Landlord's right of reentry shall not be deemed to impose upon Landlord any obligation, responsibility, or liability for the care, supervision or repair of the Premises except that Landlord shall use reasonable care to prevent loss or damage to Tenant's property resulting from Landlord's entry. Landlord shall have the right at any time, without effecting an actual or constructive eviction and without incurring any liability to the Tenant therefor, to change the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building are commonly known, provided that such action does not result in any unreasonable interference with Tenant's access to or use of the Premises. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises without first giving notice to the Tenant in the event of an emergency where the nature of the emergency will not reasonably permit the giving of notice.

19. Destruction of Building

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19.1 Loss Covered by Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is wholly or partially damaged or destroyed by a casualty, the loss to Landlord from which is (except for any applicable deductible) fully covered by insurance maintained by Landlord or for Landlord's benefit, which casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then:

(A) Repairs Which Can be Completed Within One Year. Within sixty (60) days of notice to Landlord of such damage or destruction, Landlord shall provide Tenant with notice of its determination of whether the damage or destruction can be repaired within one (1) year of such damage or destruction without the payment of overtime or other premiums. If all repairs to such Premises or Building can, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord shall, at Landlord's expense, repair the same and this Lease shall remain in full force and effect and a proportionate reduction of the Rent shall be allowed Tenant for such portion of the Premises as shall be rendered inaccessible or unusable to Tenant, and which is not used by Tenant, during the period of time that such portion is unusable or inaccessible and not used by Tenant.

(B) Repairs Which Cannot Be Completed Within One Year. If all such repairs to the Building and Premises cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord shall notify Tenant of such determination and Landlord may, at Landlord's sole and absolute option, upon written notice to Tenant given within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to repair such damage or destruction at Landlord's expense, and in such event, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as hereinabove provided in Section 19.1(a). If Landlord does not elect to make such repairs, then either Landlord or Tenant may, by written notice to the other no later than ninety (90) days after the occurrence of such damage or destruction elect to terminate this Lease as of the date of the occurrence of such damage or destruction.

19.2 Loss Not Covered By Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is totally or partially damaged or destroyed from a casualty, the loss to Landlord from which is not fully covered by insurance maintained by Landlord or for Landlord's benefit, which damage renders the Premises inaccessible or unusable to Tenant in the ordinary course of its business, Landlord, at its option, upon written notice to Tenant within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, may elect to repair or restore such damage or destruction, or Landlord may elect to terminate this Lease. If Landlord elects to repair or restore such damage or destruction, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as provided in Section 19.1(a). If Landlord does not elect by notice to Tenant to repair such damage, or if the damage cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction, the Lease shall terminate.

19.3 Destruction During Final Year. Notwithstanding anything to the contrary contained in Sections 19.1 and 19.2, if the Premises or the Building is wholly or partially damaged or destroyed within the final twelve (12) months of the Term of this Lease, Landlord may, at its option, by giving Tenant notice within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to terminate the Lease.

19.4 Destruction of Tenant's Personal Property, Tenant Improvements or Property of Tenant's Employees. In the event of any damage to or destruction of the Premises or the Building, under no circumstances shall Landlord be required to repair any injury, or damage to, or make any repairs to or replacements of, Tenant's Personal Property. Landlord shall have no responsibility for any contents placed or kept in or on the Premises by Tenant.

19.5 Exclusive Remedy. This Section 19 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building, and Tenant, as a material inducement to Landlord entering into this Lease, irrevocably waives and releases Tenant's rights under California Civil Code Sections 1932(2) And 1933(4), and any successor statues. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

20. Eminent Domain

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20.1 Definitions. For purposes of this Lease, the word "condemned" is co-extensive with the phrase "right of eminent domain", that is, the right of the government to take property for public use, and shall include the intention to condemn expressed in writing as well as the filing of any action or proceeding for condemnation.

20.2 Exercise of Condemnation. If any action or proceeding is commenced for the condemnation of the Premises or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Premises at the time thereof, or if the Premises or any part or portion thereof be condemned through such action, then and in any of such events Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor, without first requiring that any action or proceeding be instituted, or if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and Landlord is expressly empowered to stipulate to judgment therein, the part and portion of the Premises sought by the condemnor, free from this Lease and the rights of Tenant hereunder. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Premises or any part or portion thereof, except that Tenant shall be entitled to recover from the condemnor and Landlord shall have no claim therefor or thereto for Tenant's relocation costs, loss of goodwill, for Tenant's trade fixtures, any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is or may be entitled to remove at the expiration of this Lease and Tenant's leasehold estate hereunder.

20.3 Effect on Lease. If the entire Premises is condemned, this Lease shall terminate as of the earlier of such taking or loss of possession. If only a part of the Premises is condemned and taken and the remaining portion thereof is in Tenant's reasonable discretion not suitable for purposes for which Tenant has leased the Premises, either Landlord or Tenant shall have the option to terminate this Lease effective as of the earlier of such taking or loss of possession. If by such condemnation and taking only a part of the Premises is taken, and the remaining part thereof is in Tenant's reasonable discretion suitable for the purposes for which Tenant has leased the Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises physically taken by eminent domain bears to the floor area of the entire Premises.

21. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant ("**Default**"):

(a) The abandonment or vacation of the Premises by Tenant (failure to occupy and operate the Premises for thirty (30) consecutive days shall be deemed an abandonment).

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) days after the due date.

(c) Tenant's failure to perform any other obligation under this Lease (including the Rules and Regulations) for ten (10) days after written notice from Landlord; however, if more than ten (10) days are reasonably required for cure, Tenant shall not be in default hereunder if Tenant shall promptly (and in any event within five (5) days after receipt of Landlord's notice) commence the cure of the default and diligently prosecute the same to completion, so long as cure is completed within thirty (30) days after receipt of Landlord's notice.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors.

(e) The employment of a receiver to take possession of substantially all of the assets and business of Tenant or the Premises, if such receivership remains undissolved for a period of thirty (30) days after creation thereof.

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(f) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease, and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligation under this Lease.

Any notice given pursuant to this Section is in lieu of any written notice required by Law, including any notice required under Sections 1161 and 1161.1 of the California Code of Civil Procedure (or any similar or successor law), and Tenant waives (to the fullest extent permitted by law) the giving of any notice other than that provided for in this Section. To the extent the foregoing is not permitted by Law, any notice under this Section shall run concurrently with, and not in addition to, any similar time periods prescribed by applicable Law.

22. Remedies in Event of Default by Tenant.

22.1 Termination. In the event of a Default, Landlord shall have the right to terminate this Lease. The election to terminate may be stated in any notice served upon Tenant with respect to the Default. After the termination, Landlord may, pursuant to applicable Law, enter the Premises and remove Tenant, any other person occupying the same, and any or all trade fixtures, furnishings or equipment, and all other personal property contained in the Premises from time to time ("**Personal Property**"). Any such repossession shall be without prejudice to any of the remedies that Landlord may have under this Lease, or at law or in equity, by reason of the Default or the termination.

22.2 Continuation after Default. In the event of the occurrence of a Default, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 22.1, and Landlord may enforce all its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in California Civil Code Section 1951.4 (lessor may continue to lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). Landlord shall further have all remedies under any other applicable code section. Acts of maintenance, preservation or efforts to lease the Premises, or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease, shall not constitute an election to terminate Tenant's right to possession in the absence of written notice to the contrary.

22.3 Damages upon Termination. Should Landlord terminate this Lease pursuant to the provisions of Section 22.1 Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the California Civil Code or any other applicable code section. Landlord shall be entitled to recover from Tenant: (a) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such Default, recovering possession of the Premises, expenses of reletting the Premises to a new tenant, (including necessary renovations, alterations and improvements to the Premises, and leasing commissions incurred), and all attorneys' and other professional and paraprofessional fees and other costs and expenses incurred in good faith in connection with any of the foregoing. The "worth at the time of award" of the amounts referred to in (a) and (b), above shall be computed with interest at the maximum lawful rate. The "worth at the time of award" of the amount referred to in (c), above shall be computed by reference to the formula prescribed by, and using the lowest discount rate permitted under, any applicable Law.

22.4 Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and, to the extent permitted by any Law and except as otherwise provided herein, are not alternative.

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23. Default by Landlord.

23.1 Right to Cure. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

23.2 Remedies in Event of Default by Landlord. Except as expressly set forth in, and limited by, the terms of this Lease, Tenant hereby waives and relinquishes any and all rights which Tenant may have to terminate this Lease or to withhold Rent for any reason whatever, including without limitation on account of any default by Landlord of its obligations under this Lease, and any damage to, or condemnation, destruction or state of disrepair of, the Premises (specifically including but not limited to, those rights under California Civil Code Sections 1932, 1933(4), 1941, 1941.1 and 1942). Tenant's sole remedy for a breach of this Lease shall be limited to an action for damages, injunctive relief or specific performance of this Lease. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

24. Surrender of Premises. On or before the expiration of the Lease Term, Tenant shall vacate the Premises in broom clean condition and otherwise in the same condition as existed on the Commencement Date, ordinary wear and tear and fire and casualty loss excepted, except that any Alterations made within and on the Premises by Tenant shall remain, in the same condition and repair as when constructed or installed, reasonable wear and tear and fire and casualty loss excepted, unless Landlord required removal as provided in Section 13. In addition, Tenant shall remove from the Premises all Tenant's Personal Property in order that Landlord can repossess the Premises on the day this Lease or any extension hereof expires or is sooner terminated. Any such removals by Tenant shall be accomplished in a manner which will minimize any damage or injury to the Premises and any resulting damage or injury shall be repaired by Tenant at its sole cost and expense within thirty (30) days after Tenant vacates.

25. Holding Over. Should Tenant hold over and remain in possession of the Premises after the expiration of this Lease, without the written consent of Landlord, such possession shall be as a month-to-month tenant. Unless Landlord agrees otherwise in writing, Base Rent during the hold-over period shall be payable in an amount equal to one hundred fifty percent (150.00%) of the Base Rent paid for the last month of the Term hereof until Tenant vacates the Premises and the Security Deposit shall increase to an amount equal to the increased monthly Base Rent. All other terms and conditions of this Lease shall continue in full force and effect during such hold-over tenancy, which hold-over tenancy shall be terminable by either party delivering at least one (1) month's written notice, before the end of any monthly period. Such hold-over tenancy shall terminate effective as of the last day of the month following the month in which the termination notice is given.

26. Notice. All notices, demands or requests required or permitted under this Lease shall be in writing and delivered personally, by facsimile, or mailed postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express, addressed as set forth below. Any party may designate a different address by notice similarly given. Any notice, demand or request so given, delivered or made by United States mail shall be deemed to have been given or delivered or made on the third business day following the day on which the same is deposited in the United States mail as registered or certified mail, return receipt requested, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document delivered by facsimile shall be deemed to be given, delivered or made on the day sent as confirmed by sender's written facsimile confirmation. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid, shall be deemed to be given, delivered or made on receipt of the same by the party to whom the same is to be given, delivered or made, addressed as follows:

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TO LANDLORD: McClellan Realty, LLC
3140 Peacekeeper Way
McClellan, California 95652
Telephone: (916) 965-7100
Attention: President and Executive Vice President & General Counsel

TO TENANT: Highlands Community Charter School
1333 Grand Avenue
Sacramento, California 95838
Attention: Bill McGuire
Telephone: (916) 844-2283

27. Assignment and Subletting. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively, "**Assignment**"), or permit the Premises to be occupied by anyone other than Tenant or sublet the Premises (collectively, "**Sublease**") or any portion thereof without Landlord's prior written consent in each instance, which consent may be withheld in its sole discretion. In the event Tenant assigns or subleases this Lease, Tenant shall deliver to Landlord fifty percent (50.00%) of any excess payment within thirty (30) days of Tenant's receipt thereof pursuant to such Assignment or Sublease. As used herein, "**Excess Payment**" shall mean the amount of payment received for such Assignment or Sublease of this Lease in excess of the Rent payable by Tenant under this Lease; provided, however, that no excess payment shall be payable until Tenant shall have recovered therefrom all of the costs incurred by Tenant for brokerage commissions, tenant improvement work approved by Landlord, reasonable attorneys fees, and reasonable marketing fees, in conjunction with such Assignment or Sublease.

28. Attorney's Fees. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "**Defaulting Party**") shall reimburse the other party (the "**Non-Defaulting Party**") upon demand for any costs or expenses that the Non-Defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Project by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord, or at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

29. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the Premises and this Lease, and that it knows of no real estate broker or agent who is or might be entitled to a commission in connection with this Lease other than Cornish & Carey Commercial dba Newmark Cornish & Carey ("**Broker**"). Landlord shall only pay the real estate brokerage commission due to Broker and any real estate broker or agent entitled to a commission in connection with this Lease if claimed through the actions of Landlord. Tenant shall pay any other commission or finder's fee due if claimed through the actions of Tenant.

30. Subordination of Lease. This Lease is subject and subordinate to any mortgages which may now or hereafter be placed upon or affect the property or Building of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions hereof, provided that the holder(s) of such mortgage(s) shall agree in writing not to disturb the possession of the Premises by Tenant or the rights of Tenant under this Lease so long as Tenant is not in material default (subject to applicable notice and cure rights in favor of Tenant as contained in this Lease) in the performance of its obligations thereunder and, in the event of foreclosure, Tenant

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agrees to look solely to the mortgagee's interest in the Property for the payment and discharge of any obligations imposed upon the mortgagee or Landlord under this Lease. This clause shall be self-operative, and no further instrument or subordination shall be necessary unless requested by a mortgagee or the insuring title company, in which event Tenant shall sign, within five (5) business days after requested, such instruments and/or documents as the mortgagee and/or insuring title company reasonably request be signed ("**SNDA**").

31. Relocation. At any time after Tenant's execution of this Lease, Landlord shall have the right, upon providing Tenant ninety (90) days' written notice, ten (10) days if Tenant has not yet taken possession of the Premises, to provide Tenant with reasonably similar space elsewhere within McClellan which would accommodate Tenant's Permitted Use ("**Proposed Relocation Space**") and to move Tenant to such space. In the event Landlord moves Tenant to such new space, then this Lease and each and all of the Terms, covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that a revised floor plan shall become part of this Lease and shall reflect the location of the new space. Landlord shall be solely responsible for the payment of all moving and relocation expenses of Tenant as are actually incurred in connection with such relocation. For a period of ten (10) days after Tenant's receipt of the notice concerning the Proposed Relocation Space, Tenant may reject such relocation. In such event, Landlord shall have the right to (i) withdraw its intention to relocate, or (ii) terminate this Lease.

32. Estoppel Certificates and Financial Statements.

32.1 Estoppel Certificate. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior request by Landlord, execute, acknowledge and deliver to Landlord, or to such other persons who may be designated in such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the Rent and any other charges have been paid in advance, and such other items requested by Landlord, including without limitation, the Commencement Date and expiration date, Rent amounts, and that no offsets or counterclaims are present. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrancer (including assignee) of the Premises.

32.2 Financial Statements. If Landlord desires to finance, refinance, or sell the Building, or the Property, or any part thereof, Tenant shall deliver to Landlord, or to such potential lender or purchaser designated by Landlord, such financial information regarding Tenant, as may reasonably be required to establish Tenants' creditworthiness. All financial information provided by Tenant to Landlord or any lender or potential purchaser shall be held by the recipient in strict confidence and may not be used or disclosed by the recipient except for the purpose of determining Tenants' creditworthiness in connection with Tenants' obligations under this Lease.

33. Short Form of Lease. Tenant shall not record this Lease, or a short form of this Lease, without Landlord's prior written consent.

34. Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent (all such approved signage shall comply with Law and Landlord's signage design criteria, as such exists from time to time). Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed herein, Landlord reserves the right to install, and all revenues from the installation of, such advertising signs on the Premises, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

35. [Intentionally Deleted]

36. Force Majeure. In discharging its duties under this Lease, Landlord shall be held to a standard of reasonableness and shall not be liable to Tenant for delays caused by Force Majeure Events.

37. Rules and Regulations. Tenant shall faithfully observe and comply with the nondiscriminatory rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all nondiscriminatory modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy to them to Tenant (a copy of the present Rules and Regulations is

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attached hereto as Exhibit G). Landlord shall use its reasonable efforts to enforce compliance with such rules, but shall not be responsible to Tenant for the nonperformance of any of said rules by other tenants or occupants.

38. Limitation on Liability. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (1) Tenant's sole and exclusive recourse shall be against Landlord's interest in the Premises and Tenant shall not have any right to satisfy any judgment which it may have against Landlord from any other assets of Landlord; (2) no member, partner, stockholder, director, officer, employee, beneficiary or trustee (collectively, "**Partner**") of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction over Landlord); (3) no service of process shall be made against any Partner of Landlord (except as may be necessary to secure jurisdiction over Landlord); (4) no Partner of Landlord shall be required to answer or otherwise plead to any service of process; (5) no judgment will be taken against any Partner of Landlord; (6) any judgment taken against any Partner of Landlord may be vacated and set aside at any time nunc pro tunc; (7) no writ of execution will ever be levied against the assets of any Partner of Landlord; and (8) these covenants and agreements are enforceable both by Landlord and also by any Partner of Landlord.

39. Infrastructure Cooperation. Tenant acknowledges that certain utility and/or operation systems which service the Premises and/or the expansion space(s) which are available to Tenant under this Lease may service adjacent premises and/or buildings. In this regard, to the extent that the controls, lines, mechanical systems and/or infrastructure for such systems must be utilized on a non-exclusive basis between Tenant and other third party tenants , as determined by Landlord, Tenant agrees to execute all documentation necessary to provide for such non-exclusive utilization, which documentation, among other provisions, would allocate on a reasonable basis, the expense of use, operation, maintenance and repair of such system between such users, provided that such documentation shall not cause material interference with Tenant's Permitted Use. Tenant shall execute such documentation within ten (10) days following its receipt thereof.

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40. First Right of Refusal to Lease. Any time during the Term, Landlord shall notify Tenant in writing ("**Interested Party Notice**") of any third party ("**Interested Party**") who expresses a bona fide offer in the leasing of any vacant space on the second floor of the Building ("**First Refusal Space**"), as evidenced by a proposed letter of intent, or similar document, submitted to Landlord by the Interested Party, which Landlord is willing to accept. For a period of five (5) business days following Tenant's receipt of the Interested Party Notice, Tenant shall have the right ("**First Right of Refusal to Lease**") to lease the First Refusal Space identified in and upon the terms and conditions contained in the Interested Party Notice by providing Landlord with written notice of such election ("**Election Notice**"). The failure of Tenant to deliver the Election Notice to Landlord within such time period shall be deemed Tenant's waiver of the First Right of Refusal to Lease and Landlord shall be free to lease the First Refusal Space identified in the Interested Party Notice; provided, however, if Landlord has not entered into a lease transaction with any third party which is materially consistent with the provisions of the Interested Party Notice (a lease rate adjustment of less than 10.00% shall not be deemed material) within two hundred forty (240) days following Tenant's receipt of the Interested Party Notice, the provisions of this Section 40 shall apply to any subsequent bona fide offer for lease of the First Refusal Space which Landlord is willing to accept. In the event that Tenant delivers the Election Notice to Landlord, Tenant and Landlord shall enter into a new lease agreement prepared by Landlord, upon the exact terms and conditions set forth in the Interested Party Notice within thirty (30) days following Landlord's receipt of the Election Notice. Notwithstanding the foregoing, (i) this Section shall not apply to the extension or renewal of an existing tenancy in the First Refusal Space, and (ii) in the event that Tenant is in default at the time of the delivery of the Election Notice to Landlord, the Election Notice shall be deemed null and void at Landlord's election. Upon the sale of the Building by Landlord to an unaffiliated third party, the provisions of this Section 40 shall become null and void.

41. General Provisions.

41.1 CASp Inspection Certification. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist ("**CASp**"). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject

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premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." If Tenant desires to obtain such CASp inspection, the CASp party, the scope of the inspection and date such inspection shall be performed shall be subject to the prior written approval of Landlord, which will not be unreasonably withheld. Landlord shall have the right to have a representative present during such inspection. The cost of such inspection shall be paid by Tenant without reimbursement or other payment from Landlord. Any work required to be completed as described in the CASp report shall be performed and paid for by Tenant. Landlord reserves the right to contest the findings in any CASp inspection report obtained by Tenant by having another CASp inspect the Premises.

41.2 Definition of Rent. "**Rent**" or "**rent**" shall mean the total of all sums due to Landlord from Tenant hereunder, including but not limited to Base Rent, Additional Rent, Utilities/Services, and all other fees and charges owed to Landlord as well as all damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, and, in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent.

41.3 Governing Law. This Lease shall be governed by the laws of the State of California and the parties hereto agree that venue shall be proper in any state or federal court located within the state.

41.4 Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; if Landlord or Tenant is comprised of multiple parties, each of such parties hereto shall be jointly and severally liable hereunder.

41.5 Entire Agreement. This Lease, the exhibits herein referred to, and any addendum executed concurrently herewith, are the final, complete and exclusive agreement between the parties and cover in full each and every agreement of every kind or nature, whatsoever, concerning the Premises and all preliminary negotiations and agreements of whatsoever kind or nature, are merged herein. Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. Unless otherwise provided herein, no supplement, modification, or amendment of this Lease shall be binding unless executed in writing by the parties.

41.6 Captions. The captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the Terms and provisions of this Lease.

41.7 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

41.8 Authority. The person(s) executing this Lease warrants that he or she has the authority to execute this Lease and has obtained or has the requisite corporate or other authority to do the same.

41.9 Counterparts. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may execute a facsimile or electronic counterpart signature page of this Lease. Each such facsimile or electronic counterpart signature page shall constitute a valid and binding obligation of the party signing such counterpart.

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41.10 Execution. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate as of the day and year first above written.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By:_____

Name:_____

Title:_____

Date:_____

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By:_____

Name: Bill McGuire

Title: Executive Director

Date: 11/14/24

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EXHIBITS

Exhibit A-1 -	McClellan
Exhibit A-2 -	Premises
Exhibit A-3 -	Building
Exhibit A-4 -	Parking Areas
Exhibit B -	Work Letter Agreement
Exhibit C -	Declaration of Lease Commencement
Exhibit D-1 -	Definition of Hazardous Materials
Exhibit D-2 -	Environmental Questionnaire
Exhibit D-3 -	Environmental Information
Exhibit D-4 -	Air Force Notification Request
Exhibit D-5 -	Sewer Use Questionnaire
Exhibit E -	Janitorial Specifications
Exhibit F -	[Intentionally Deleted]
Exhibit G -	Rules and Regulations

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EXHIBIT A-1

McCLELLAN

accs-oct26item02
Attachment 3
Page 4474 of 8433
HCCS - 4510

Administrative Record, as submitted by
Twin Rivers Unified School District

EXHIBIT A-1
PROPERTY - MCLELLAN

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 200, SUITE 202
3237 PEACEKEEPER WAY, MCLELLAN

HCCS AR 0004474

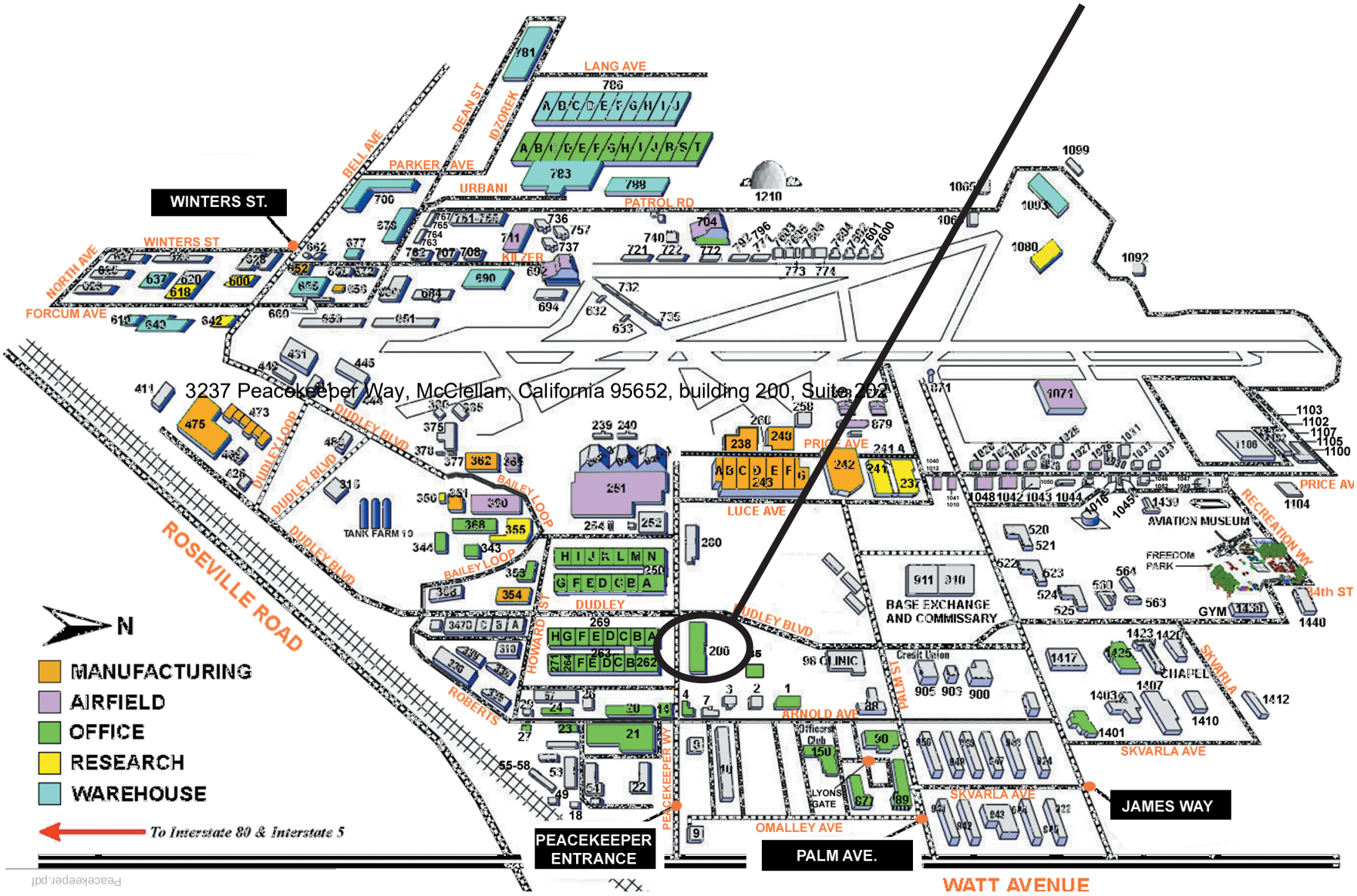

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EXHIBIT A-2

PREMISES

accs-oct26item02
Attachment 3
Page 4476 of 8433
HCCS - 4512

Administrative Record, as submitted by
Twin Rivers Unified School District

EXHIBIT A-2
PREMISES

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 200, SUITE 202
3237 PEACEKEEPER WAY, MCLELLAN

HCCS AR 0044476



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EXHIBIT A-3

BUILDING

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EXHIBIT A-3
BUILDING

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 200, SUITE 202
3237 PEACEKEEPER WAY, MCLELLAN

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EXHIBIT A-4

PARKING AREAS

accs-oct26item02
Attachment 3
Page 4480 of 8433
HCCS - 4516

Administrative Record, as submitted by
Twin Rivers Unified School District

EXHIBIT A-4
PARKING AREAS

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 200, SUITE 202
3237 PEACEKEEPER WAY, MCLELLAN

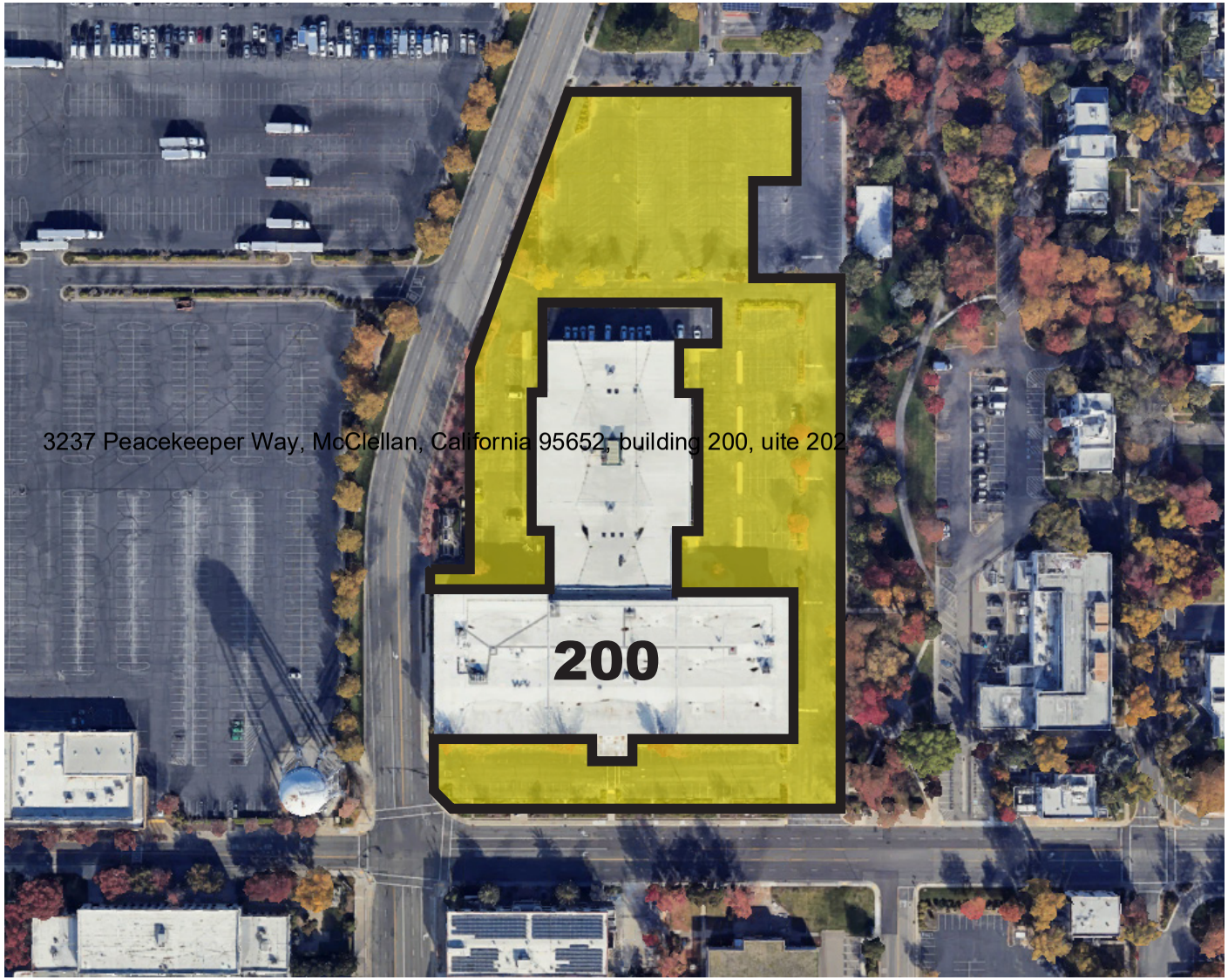

HCCS AR 004480

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EXHIBIT B

WORK LETTER AGREEMENT

[Landlord Performs Work]
[Allowance]

This Work Letter Agreement ("**Work Letter**") is executed simultaneously with that certain Net Lease (the "**Lease**") between **HIGHLANDS COMMUNITY CHARTER SCHOOL,** a California public charter school, as "**Tenant**", and **McCLELLAN REALTY, LLC**, a Delaware limited liability company, as "**Landlord**", relating to demised premises ("**Premises**") at the building commonly known as Building 200 (the "**Building**"), which Premises are more fully identified in the Lease. Capitalized terms used herein, unless otherwise defined in this Work Letter, shall have the respective meanings ascribed to them in the Lease.

For and in consideration of the agreement to lease the Premises and the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Tenant's Initial Plans; the Work**. Tenant desires Landlord to perform certain leasehold improvement work in the Premises in substantial accordance with the plan or plans (collectively, the "**Initial Plan**") a copy or copies of which is/are attached hereto as Schedule 1. Such work, as shown in the Initial Plan and as more fully detailed in the Working Drawings (as defined and described in Section 2 below), shall be hereinafter referred to as the "**Work**". Not later than thirty (30) days after mutual execution of the Lease and, thereafter, upon three (3) day written request, Tenant shall furnish to Landlord such additional plans, drawings, specifications and finish details as Landlord may reasonably request to enable Landlord's architects and engineers to prepare mechanical, electrical and plumbing plans and to prepare the Working Drawings, including a final telephone layout and special electrical connection requirements, if any. All plans, drawings, specifications and other details describing the Work which have been or are hereafter furnished by or on behalf of Tenant shall be subject to Landlord's approval, which Landlord agrees shall not be unreasonably withheld. Neither the approval by Landlord of the Work or Initial Plan or any other plans, drawings, specifications or other items associated with the Work nor Landlord's performance, supervision or monitoring of the Work shall constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use of the Premises. Landlord shall be entitled to a payment of 5% of the cost associated with the completion of Tenant's buildout, which cost shall include architectural and engineering and similar fees and all costs associated with the construction of the space as charged by the general contractor selected to perform the work. This payment is for the coordination and day to day supervision performed by Landlord's staff in completing Tenant's buildout. This payment will be part of the Tenant Allowance package.

2. **Working Drawings**. If necessary for the performance of the Work and not included as part of the Initial Plan attached hereto, Landlord shall prepare or cause to be prepared final working drawings and specifications for the Work (the "**Working Drawings**") based on and consistent with the Initial Plan and the other plans, drawings, specifications, finish details and other information furnished by Tenant to Landlord and approved by Landlord pursuant to Section 1 above. So long as the Working Drawings are consistent with the Initial Plan, Tenant shall approve the Working Drawings within three (3) days after receipt of same from Landlord by initialing and returning to Landlord each sheet of the Working Drawings or by executing Landlord's approval form then in use, whichever method of approval Landlord may designate.

3. **Performance of the Work; Allowance**. Except as hereinafter provided to the contrary, Landlord shall cause the performance of the Work using (except as may be stated or shown otherwise in the Working Drawings) building standard materials, quantities and procedures then in use by Landlord ("**Building Standards**"). Landlord shall pay for a portion of the Cost of Work (as defined below) in an amount not to exceed $144,330.00 (such amount being $15.00 per rentable square foot of the Premises which is to be improved, as described in the Working Drawings) (the "**Allowance**"), and Tenant shall pay for the entire Cost of the Work in excess of the Allowance. If the Allowance specified above exceeds the Cost of the Work, such savings shall be available for Tenant's use for any Alteration approved by Landlord within the first twelve (12) month following the Commencement Date and, if such savings is not exhausted within such time period, Tenant shall have no further right to use the remainder of such savings thereafter. For purposes of this Agreement, the term "**Cost of the Work**"

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shall mean and include any and all costs and expenses of the Work, including, without limitation, the cost of the Working Drawings and of all labor (including overtime) and materials constituting the Work.

4. **Payment**. Prior to commencing the Work, Landlord shall submit to Tenant a written statement of the total Cost of the Work (which shall include the amount of any overtime projected as necessary to substantially complete the Work by the Commencement Date specified in the Lease) as then known by Landlord, and such statement shall indicate the amount, if any, by which the total Cost of the Work exceeds the Allowance (the "**Excess Costs**"). Tenant agrees, within three (3) days after submission to it of such statement, to execute and deliver to Landlord, in the form then in use by Landlord, an authorization to proceed with the Work, and Tenant shall also then pay to Landlord an amount equal to the Excess Costs. No Work shall be commenced until Tenant has fully complied with the preceding provisions of this Section 4. In the event, and each time, that any change order by Tenant, unknown field condition, delay caused by acts beyond Landlord's control or other event or circumstance causes the Cost of the Work to be increased after the time that Landlord delivers to Tenant the aforesaid initial statement of the Cost of the Work, Landlord shall deliver to Tenant a revised statement of the total Cost of the Work, indicating the revised calculation of the Excess Costs, if any. Within three (3) days after submission to Tenant of any such revised statement, Tenant shall pay to Landlord an amount equal to the Excess Costs, as shown in such revised statement, less the amounts previously paid by Tenant to Landlord on account of the Excess Costs, and Landlord shall not be required to proceed further with the Work until Tenant has paid such amount. Delays in the performance of the Work resulting from the failure of Tenant to comply with the provisions of this Section 4 shall be deemed to be delays caused by Tenant.

5. **Substantial Completion**. Landlord shall cause the Work to be "**Substantially Completed**" on or before the "**Anticipated Commencement Date**" subject to "**Force Majeure Delays**" (as such terms are defined in the Lease) and also subject to "**Tenant Delays**" (as defined and described in Section 6 of this Work Letter).

6. **Tenant Delays**. There shall be no extension of the scheduled commencement or expiration date of the Term (as otherwise permissibly extended under Section 5 above) if the Work has not been substantially completed on said scheduled commencement date by reason of any delay attributable to Tenant ("**Tenant Delays**"), including without limitation:

(i) the failure of Tenant to furnish all or any plans, drawings, specifications, finish details or the other information required under Section 1 above on or before the date stated in Section 1;

(ii) the failure of Tenant to grant approval of the Working Drawings within the time required under Section 2 above;

(iii) the failure of Tenant to comply with the requirements of Section 4 above;

(iv) Tenant's requirements for special work or materials, finishes, or installations other than the Building Standards or Tenant's requirements for special construction staging or phasing; or

(v) any other act or omission of Tenant that causes a delay.

7. **Lease Provisions**. The terms and provisions of the Lease, insofar as they are applicable to this Work Letter are hereby incorporated herein by reference. All amounts payable by Tenant to Landlord hereunder shall be deemed to be additional Rent under the Lease and, upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease.

8. **Miscellaneous**.

(a) This Work Letter shall be governed by the laws of the state in which the Premise are located.

(b) This Work Letter may not be amended except by a written instrument signed by the party or parties to be bound thereby.

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(c) Any person signing this Work Letter on behalf of Tenant warrants and represents he/she has authority to sign and deliver this Work Letter and bind Tenant.

(d) Notices under this Work Letter shall be given in the same manner as under the Lease.

(e) The headings set forth herein are for convenience only.

(f) This Work Letter sets forth the entire agreement of Tenant and Landlord regarding the Work.

(g) In the event that the final working drawings and specifications are included as part of the Initial Plan attached hereto, or in the event Landlord performs the Work without the necessity of preparing working drawings and specifications, then whenever the term "Working Drawings" is used in this Agreement, such term shall be deemed to refer to the Initial Plan and all supplemental plans and specifications approved by Landlord.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, this Work Letter is executed as of the upon which the last party hereto executes this Work Letter.

LANDLORD:

McCLELLAN REALTY LLC, a Delaware limited liability company

By:_____

Name:_____

Title:_____

Date:_____

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: [signature]

Name: Bill McGuire

Title: Executive Director

Date: 11/14/24

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EXHIBIT C

DELCARATION OF LEASE COMMENCEMENT

This is to confirm that the Commencement Date, as defined in Paragraph 2.2 of the attached lease, for the property commonly known as _____**[Property Address]**_____, Suite #_____ and containing approximately _____ square feet pursuant to the lease dated _____, 20___ between **McCLELLAN REALTY, LLC**, a Delaware limited liability company and ____**[Tenant]**_____,is, for all purposes, agreed to be _____, 20___.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By:_____

Name:_____

Title:_____

Date:_____

TENANT:

Highlands Community Charter School, a California public charter school

By: [signature]

Name: Bill McGuire

Title: Executive Director

Date: 11/19/24

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EXHIBIT D-1

DEFINITIONS OF HAZARDOUS MATERIALS

"**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Property is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

"**Hazardous Materials Laws**" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities (including without limitation the U.S. Air Force) and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

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EXHIBIT D-2

ENVIRONMENTAL QUESTIONNAIRE

The purpose of this form is to obtain information regarding the use, if any, of hazardous substances in the process proposed on the premises to be leased. Any such use must be approved in writing by Landlord. Prospective tenants should answer the questions in light of their proposed operations on the premises. Existing tenants should answer the questions as they relate to ongoing operations on the premises and should update any information previously submitted. If additional space is needed to answer the questions, you may attach separate sheets of paper to this form. Your cooperation in this matter is appreciated. Any questions should be directed to, and when completed, the form should be mailed to:

Jason Klier, Senior Vice President
McClellan Business Park
3140 Peacekeeper Way
McClellan, CA 95652
(916) 965-7100
jklier@mcclellanpark.com

1. General Information.

Name of Responding Company: Highlands Community Charter and Technical School

Check the Applicable Status: Prospective Tenant ☑ Existing Tenant ☐

Mailing Address: Type text here

1333 Grand Avenue, Sacramento Ca, 95838

Contact Person and Title: Matthew Lemos

Telephone Number: (916) 937-1719 Email: matthew.lemos@hccts.org

McClellan Park (MP) Address of Proposed Premises to be leased:

3237 Peacekeeper Way, McClellan, California 95652, Building 200, Suite 202

Length of Lease Term: 39 months

North American Industry Classification System (NAICS) Code Number: 611110

*Visit the **North American Industry Classification System (NAICS)** website to identify your code at www.naics.com .*

Describe the proposed operations to take place on the property, including principal products manufactured, services and a brief process flow description to be conducted. Existing tenants should describe any proposed changes to ongoing operations.

We operate as a Nonprofit Public Benefit Corporation, community based adult academic and vocational charter school. We operate exclusively for educational, public and charitable purposes within the meaning of Internal Revenue Code section 501(c)(3).

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2. Use and/or Storage of Hazardous Materials.

2.1 Will any hazardous materials be used or stored onsite?

Hazardous Wastes	Yes ☐	No ☑
Hazardous Chemical Products	Yes ☐	No ☑

2.2 Does your business generate hazardous waste? Yes ☐ No ☑

If yes, what is your Generator ID Number? _____

2.3 ***Attach the list of any hazardous materials/wastes to be used, stored, or generated at the premises, its hazard class, the quantities that will be generated on a monthly basis onsite at any given time, and the location and method of storage (e.g., 55-gallon drums on concrete pad).***

Please provide Material Safety Data Sheets (MSDS) on such materials.

2.4 Describe the method(s) of disposal for each waste. Indicate where and how often disposal will take place. N/A

2.5 If you generate a hazardous waste, based on your maximum volume of hazardous waste generated during a calendar month, please check the appropriate box below:

☐ Less than 100 kilograms (220 pounds)
☐ More than 100 kilograms but less than 1000 kilograms (2200 pounds)
☐ More than 1000 kilograms
☐ More than 55 gallons
☐ More than 200 cubic feet

2.6 Has your business filed for a Consolidated Hazardous Materials Permit from the Sacramento County Environmental Management Department?

Yes ☐ No ☑

If so, attach a copy of the permit application.

2.7 Are any of the chemicals used in your operations regulated under Proposition 65?

Yes ☐ No ☑

If so, describe the actions taken, or proposed to be taken, to comply with Proposition 65 requirements.

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2.8 Do you store or use or intend to store or use acutely hazardous materials above threshold quantities requiring you to prepare a Risk Management Plan (RMP)?

Yes ☐ No ☑

3. Storage Tanks/Pumps.

3.1 Are any above or below ground storage of gasoline, diesel, or other hazardous substances in tanks or pumps being used as a part of your present process or proposed for use on this leased premises?

Yes ☐ No ☑

If yes, describe the materials to be stored, and the type, size and construction of the pump or tank. ***Attach copies of any permits obtained for the storage of such substances.***

3.2 If you have an above ground storage tank (AST), do you have a spill prevention containment and countermeasures (SPCC) plan? *(Also see Question 5.1)*

Yes ☐ No ☐ Not Applicable ☑

3.3 Have any tanks, pumps or piping at you existing facilities been inspected or tested for leakage? ***If so, attach the results.***

Yes ☐ No ☐ Not Applicable ☑

3.4 Have any underground storage tanks, sumps or piping been taken out of service or removed at the proposed facility or facilities that you operate?

Yes ☐ No ☐ Not Applicable ☑

If yes, attach copies of any closure permits and clearance obtained from regulatory agencies relating to closure and removal of such tanks.

4. Spills/Leaks.

4.1 During the past year, have any spills occurred on any site you occupy?

Yes ☐ No ☐ Not Applicable ☑

If yes, please describe the spill and ***attach the results of any process conducted to determine the extent of such spills.***

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4.2 Were any agencies notified in connection with spills or leaks from tanks, pumps or piping?

Yes ☐ No ☐ Not Applicable ☑

If yes, describe and ***attach copies of any spill reports or other correspondence with regulatory agencies.***

_____

_____

4.3 Were any clean-up actions undertaken in connection with the spills?

Yes ☐ No ☐ Not Applicable ☑

If yes, briefly describe the actions taken. ***Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work.***

_____

_____

_____

5. Waste Management / Environmental Protection.

5.1 Indicate any environmental permits or plans you have for your operations under the Lease. (*Check all that apply).* ***Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the premises***.

☐	NPDES Permit(s)	Dated (renewal):
☐	MDAQMD Permit(s)	List Source(s):
☐	UST/AST Permit(s)	Tank Numbers:
☐	Hazardous Materials Business	Dated:
☐	Site Specific Spill Plan	Dated:
☐	Spill Prevention, Control and Countermeasures Plan (SPCC)	Dated:

5.2 Has your company filed a biennial report as a hazardous waste generator? ***If so, attach a copy of the most recent report filed.***

Yes ☐ No ☑

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5.3 Are hazardous wastes stores in secondary containments?

Yes ☐ No ☑

Are any of the following materials handled, generated, stored, treated or disposed anywhere at your facility? (*Check all that apply)*

☐ Flammable or combustible liquids
☐ Compressed gases
☐ Hazardous wastes
☐ PCBs
☐ Pesticides
☐ Radioactive materials

5.4 For any items checked above, provide a list of locations where such activities occur. (*Use additional pages if necessary):*

N/A

5.5 Please list all subcontractors that operate under a license within leased or subleased facilities and/or areas (including but not limited to) subcontractors for lighting/electrical, plumbing, HVAC, pest services, landscaping and/or building maintenance services). (*Use additional pages if necessary.)*

RPC Cleaning & Maintenance

Do any of these subcontractors store, mix or utilize chemicals on site? Yes ☐ No ☑

If yes, what types and quantities?

5.6 If you generate hazardous waste, how many employees handle hazardous waste at your facility?

☐ _____# of employee(s) who handle hazardous waste

Indicate the name of the person(s) responsible for maintaining copies of hazardous waste manifests completed for offsite shipments of hazardous waste:
N/A

5.7 Describe the procedures followed to comply with OSHA Hazard Communication Standard requirements.
N/A

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5.8 Is any treatment, processing and recycling of hazardous wastes currently conducted or proposed to be conducted at the premises:

Yes ☐ No ☑

If yes, please describe any existing or proposed treatment, processing or recycling methods.

_____

_____

5.9 Do you ever have any pest control services come to your facility to apply pesticides?

Yes ☐ No ☑

If so, please provide the following information:

Name of Company/Licensed Applicator: _____

6. Wastewater Treatment/Discharge.

6.1 Will your proposed operation require the discharge of wastewater to?

Storm drain	Yes ☐ No ☑	Sewer	Yes ☐ No ☑
Surface water	Yes ☐ No ☑	Industrial discharge	Yes ☐ No ☑

6.2 Does your business have a Sewer Use Questionnaire on file with Sacramento Regional County Sanitation District?

Yes ☐ No ☑

6.3 Is your wastewater treated before discharge?

Yes ☐ No ☐ Not Applicable ☑

If yes, describe the type of treatment conducted.

_____

_____

_____

6.4 Does your business conduct operations outside the building or store materials outside?

Yes ☐ No ☐ Not Applicable ☑

6.5 Do you have a Storm Water Pollution Prevention Plan (SWPPP)?

Yes ☐ No ☐ Not Applicable ☑

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6.6 Does your business have a General Permit for storm water discharge associated with industrial activity?

Yes ☐ No ☐ Not Applicable ☑

6.7 Does your business operate under a National Pollution Discharge Elimination System (NPDES) Permit?

Yes ☐ No ☐ Not Applicable ☑

6.8 ***Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the premises.***

7. Air Discharges. [1]

7.1 Do you have or intend to have any air filtration systems or stacks that discharge into the air?

Yes ☐ No ☑

7.2 Do you operate or plan to operate any of the following types of equipment, or any other equipment requiring an air emissions permit?

Spray booth	Yes ☐	No ☑
Dip tank	Yes ☐	No ☑
Drying oven	Yes ☐	No ☑
Incinerator	Yes ☐	No ☑
Other (please describe)	Yes ☐	No ☑
Boiler	Yes ☐	No ☑
I/C Engine	Yes ☐	No ☑
Emergency Backup Generator	Yes ☐	No ☑
Processes that apply coatings, inks, adhesives or use solvents	Yes ☐	No ☑

7.3 Do you emit or plan to emit any toxic air contaminates?

Yes ☐ No ☑

7.4 Are air emissions from your operations monitored?

Yes ☐ No ☑

1 NOTE: Businesses will have to comply with prohibitory rules regardless of whether they have or need a permit.

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If yes, indicate the frequency of monitoring and a description of the monitoring results.

_____

_____

7.5 ***Attach copies of any air emissions permits pertaining to your operations on the premises.***

8. Enforcement Actions, Complaints.

8.1 Has your company, within the past five years, ever been subject to any agency inspections, enforcement actions, administrative orders, or consent decrees?

Yes ☐ No ☑

If you received inspections by a Federal, State, County or other local regulator within the last year, please list below (***provide a copy of any inspection notices received for the inspections listed below***):

Agency	Inspection Date	Violations Noted?	Violations Resolved?	Violations Unresolved?

If yes, describe the actions and any continuing compliance obligations imposed as a result of these actions.

_____

_____

8.2 Has your company ever received requests for information, notice or demand letters, or any other inquiries regarding its operations?

Yes ☐ No ☑

8.3 Have there ever been, or are there now pending, any lawsuits against the company regarding any environmental or health and safety concerns?

Yes ☐ No ☑

8.4 Has any environmental audit ever been conducted at your company's current facility?

Yes ☐ No ☑

If yes, discuss the results of the audit.

_____

_____

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8.5 Have there been any problems or complaints from neighbors at the company's current facility?

Yes ☐ No ☑

Please describe:

_____

_____

9.0 Construction and Alterations.

9.1 Facility Alterations:

Facility alterations include the placement, construction, modification or demolition/removal of any improvements or structures on your leased premises.

Have you made any facility alterations within the last year? ☐ Yes ☑ No

Did any of the alterations involve Lead Based Paint? ☐ Yes ☑ No

Describe any alterations planned in the next 12 months:

_____

_____

9.2 Identify the point of contact for obtaining Air Force approval of facility alterations/modifications:

Matthew Lemos

10.0 Historic Property.

10.1 List any historical structures located within the leased premises:

N/A

11.0 Restrictions.

11.1 Encroachment Permit:

The Lessee shall not conduct (or permit sublessees or licensees to conduct) any subsurface excavation, digging, drilling or other disturbance of the soil surface unless specifically authorized by the AFRPA. Requests to conduct any of the previously described activities shall be submitted in the form of a completed AFRPA Encroachment Permit.

11.2 Jurisdictional Wetlands:

The Lessee will minimize destruction, loss, or degradation of wetlands found in the leased premises.

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11.3 Endangered Species and Protected Habitat:

The Lessee will consult with the Department of Agriculture, U.S. Fish and Wildlife Service to determine of a mitigation/compensation package for endangered species habitat losses resulting from Lessee's development is required.

12.0 Concerns, Comments and Suggestions.

12.1 Identify any environmental, health, safety or property management concerns, comments, and/or suggestions, which may affect lease compliance (*Use additional pages if necessary):*

_____

_____

_____

The undersigned hereby certifies that all of the information contained in this questionnaire is accurate and correct.

TENANT

Highlands Comm. Charter School,
a California public charter school

By: _____

Name: Bill McGuire

Title: Executive Director

Date: 11/19/24

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EXHIBIT D-3

ENVIRONMENTAL INFORMATION

- Covenant to Restrict Use of Property, Recorded in the Official Records of the county on November 30, 2023, at Page 0956, Book 20231130. A full copy is available to view at Landlord's office.

- Quitclaim Deed between the United States of America and the County of Sacramento, Recorded in the Official Records of the County on July 15, 2010, at Page 0800, Book 20100715. A full copy is available to view at Landlord's office.

- Quitclaim Deed between the County of Sacramento and MP-200, LLC, Recorded in the Official Records of the County on July 15, 2010, at Page 0801, Book 20100715. A full copy is available to view at Landlord's office.

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EXHIBIT D-4

AIR FORCE NOTIFICATION REQUEST

From time to time various environmental proposals, construction projects, and modifications to existing systems will be undertaken by the Environmental Management group at McClellan AFB. These projects may temporarily create disruption in the operation of your business.

To provide adequate notification and to allow your input on these projects, and/or changes, Environmental Management will notify you in advance of new projects or changes.

Please complete the information request form where you would like information sent.

Notification Request Form

Leased Space: 3237 Peacekeeper Way, McClellan, California 95652
Building: Building 200, Suite 202
Bay:
Square Footage: 9,622
Use: Public Education
Lease Start Date: 11/22/24 Lease End Date: 2/22/28
Business Name: Highlands Community Charter and Technical School
Contact Name: Matthew Lemos
Address: 1333 Grand Avenue, Sacramento Ca, 95838
Email: matthew.lemos@hccts.org
Telephone: 916-937-1719

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EXHIBIT D-5

SEWER USE QUESTIONNAIRE
(McClellan Park)

Sacramento Regional County Sanitation District

As part of its mission to provide environmentally sound and economically responsible sewer service to its customers, the Sacramento Regional County Sanitation District (District) has a program to control the types and amounts of waste discharged to the sewer system. As part of this program the District requires that all businesses complete a Sewer Use Questionnaire. This questionnaire must be completed regardless of whether or not the discharge is connected to the sewer or to a septic system. This will allow us to update our records accurately.

Instructions

- Please, print legibly or type.
- Complete all information that applies to your business
- *Optional* information items are not required but may allow us to waive follow-up information requests and/or inspections.

1a.	Name of Responding Company:	
	Mailing Address:	
	Contact Person:	Telephone:
1b.	Proposed/Existing Tenant Company Name: Highlands Community Charter and Technical School	
	Identify Street Address, Suite Nos. and Building Nos. of the facility(ies) at McClellan Park: 3237 Peacekeeper Way, Building 200, Suite 202 **, McClellan, CA 95652**	
	Contact Person: Pramesh Ram	Telephone: 916.844.2283

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2. Description of business(es): Community based adult academic and vocational charter
(list types of products/services/processes)

Administration of educational services for adult learners.

3. Identify total square footage of facility (further detail square footage of differing use: *e.g.*, production, warehouse, office space):

9,622 - classroom and office space.

4. *Optional* - North American Industry Classification System (NAICS) code number: 611110
(formerly SIC code). This entry, either SIC or NAICS, is helpful to us if you have it available.

(If you do not know your NAICS code you may call the Industrial Waste Section at 875-6470 and we can look it up for you.)

5. Number of full-time employees at this location: 24 Type text here

6. Business hours: 8am - 9:30pm

7. Excluding rest rooms, lunchroom, and landscape watering, do you use water in any of your business activities? ☐ Yes ☑ No

8. Describe business activities (processes) which generate wastewater at this location:

N/A

9. Excluding sanitary wastewater, approximate amount of process wastewater discharged to the sewer per day: None

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10. List any substances, materials, or chemicals that may be present in your wastewater.

None

(You may attach additional sheets if necessary.)

11. Do you (or a contractor) discharge or plan to discharge surface cleaning* wastewater to the sewer system at your place of business? ☐ Yes ☑ No

*Surface cleaning is generally defined as any activity which uses powered cleaning equipment and water to remove any substance from outside surfaces. Surface cleaning includes, but is not limited to, transportation related washing (vehicle and lot washing, etc.), structural cleaning (sidewalks, plazas, service stations, buildings, etc.), food related cleaning (restaurant and grocery alleys, kitchen grease fixtures, lunch wagons, etc.).

12. Do you have any of the following? (Circle one)

Sump Oil/sand/water interceptor Grease Trap Grease Interceptor **None**

I certify that the information furnished herein is true and correct to the best of my knowledge. **(Must be signed by operator or manager of the facility.)**

Signature: Matthew Lemos Date: 11/19/24

Name (type or print): Matthew Lemos

Title: Chief Business Official

Make a copy for your records and send completed questionnaire to:

McClellan Park
3140 Peacekeeper Way
McClellan, CA 95652
Attention: Legal Department

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EXHIBIT E

JANITORIAL SPECIFICATIONS

LOBBY RECEPTION AREA

(a) Clean entry glass door inside and outside (Daily)
(b) Clean all metal surfaces. (Daily)
(c) Spot clean walls. (As needed)
(d) Dust vents. (Once per week)
(e) Empty trash receptacle, replace w/liners. (Daily)
(f) Vacuum mats and all carpeted areas. (Daily)
(g) Dust all pictures on walls. (As needed)
(h) Dust window sills. (As needed)
(i) Sweep and mop floor. (Daily)

OFFICE AREAS AND CONFERENCE ROOMS & CUBICLES

(a) Empty all trash receptacles, replace w/liners. (Daily)
(b) Vacuum and all carpeted areas. (Daily)
(c) Dust all horizontal area. (Daily)
(d) Dust window sills. (Daily)
(e) Dust bottoms of chairs. (2X's per week)
(f) Clean all glass. (Daily)
(g) Clean top of credenzas, file cabinets, desks (papers not to be disturbed. (Daily)
(h) Clean white boards. (Daily)
(i) All blinds will be dusted. (2X's per week)
(j) Dust the tops of cubicles. (Daily)

RESTROOMS

(a) Clean and disinfect wash basins, toilets and urinals. (Daily)
(b) Spot clean and disinfect walls. (Daily)
(c) Clean all mirrors. (Daily)
(d) Replenish all paper and soap products. (Daily)
(e) Sweep and mop floors with disinfectant cleaner. (Daily)
(f) Empty trash receptacles, replace with liners. (Daily)
(g) Disinfect all sinks, counters. (Daily)
(h) Replenish sanitary napkins. (Daily)
(i) Dispose of used sanitary napkins in trash dispensers. (Daily)
(j) Clean and disinfect water fountains. (Daily)

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KITCHEN/COFFEE AREAS

(a) Empty trash receptacles, replace with liners. (Daily)

(b) Sweep and mop floor. (Daily)

(c) Wipe clean counters. (Daily)

(d) Tables and counters will be damped wiped. (Daily)

(e) Sinks will be cometized. (Daily)

(f) Microwaves will be cleaned inside and out. (Daily)

(g) Refrigerators will be cleaned inside once per week on Fridays.

(h) Trash containers will be cleaned outside. (Daily)

STAIRCASE/ELEVATOR

(a) Vacuum stairs. (Daily)

(b) Wipe down railing. (Daily)

(c) Polish chrome in elevator. (Daily)

(d) Vacuum carpet in elevator. (Daily)

SUPPLY CLOSET

(a) Neatly store cleaning supplies and equipment. (Daily)

MAINTENANCE

(a) Report any plumbing or maintenance issues, or unusual circumstances. (As needed)

SECURITY

(a) Lock all doors we find locked. (Daily)

(b) All janitorial employees will be uniformed. (Daily)

(c) Set all alarms. (Daily)

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EXHIBIT F

[Intentionally Deleted]

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EXHIBIT G

RULES AND REGULATIONS

1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. No tenant shall invite to the demised Premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants.

2. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building outside of normal business hours as Landlord may deem to be advisable for the protection of the property. All tenants, their employees, or other persons entering or leaving the Building at any time when it is so locked may be required to sign the Building register when so doing, and the watchman in charge may refuse to admit to the Building while it is so locked Tenant or any of Tenant's employees, or any other person, without a pass previously arranged, or other satisfactory identification showing his right of access to the Building at such time. Landlord assumes no responsibility and shall not be liable for any damage resulting from any error in regard to any such pass or identification, or from the admission of any unauthorized person to the Building.

3. Landlord reserves the right to exclude or expel from the Building or in regard to any such pass or identification, or from the admission of any unauthorized person to the Building, or any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building or in violation of any law, order, ordinance, or governmental regulation.

4. The entries, corridors, stairways and elevators shall not be obstructed by any tenant, or used for any other purpose than ingress or egress to and from its respective offices. Tenant shall not bring into or keep within the Building any animal or vehicle.

5. Freight, furniture, business equipment, merchandise and bulky matter of any description ordinarily shall be delivered to and removed from the demised Premises only in the designated freight elevator and through the service entrances and corridors, but special arrangements will be made for moving large quantities or heavy items of equipment and supplies into or out of the Building.

6. All entrance doors in the demised Premises shall be left locked when the demised Premises are not in use.

7. Tenant shall not attach or permit to be attached additional locks or similar devices to any door, transom or window of the demised Premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant).

8. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

9. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than the business address of the Tenant.

10. The drinking fountains, lavatories, water closets and urinals shall not be used for any purpose other than those for which they were installed.

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11. No awnings or other projections over or around the windows or entrances of the demised Premises shall be installed by any tenant. Tenant shall not change the draperies or the color of induction unit enclosures in any manner which will alter the Building's appearance from the outside of the Building.

12. Rooms or other areas used in common by tenants shall be subject to such regulations.

13. Landlord is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant.

14. Landlord reserves the right by written notice to Tenant, to rescind, alter to waive any rule or regulation at any time prescribed for the Building when, in Landlord's reasonable judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

15. The Tenant shall not exhibit, sell or offer for sale on the demised Premises or in the Building any article or thing except those articles and things essentially connected with the stated use of the demised Premises by the Tenant without the advance consent of the Landlord.

16. The Tenant shall never use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without the Landlord's consent.

17. The Tenant shall cooperate fully with the Landlord to assure the effective operation of the Building's air conditioning system. If Tenant shall so use the demised Premises that noxious or objectionable fumes, vapors and odors exist beyond the extent to which they are discharged or eliminated by means of the flues and other devices contemplated by the various plans, specifications and leases, then Tenant shall provide proper ventilating equipment for the discharge of such excess fumes, vapors and odors so that they shall not enter into the air conditioning system or be discharged into other vents or flues of the Building or annoy any of the tenants of the Building or adjacent properties. The design, location and installation of such equipment shall be subject to Landlord's approval.

18. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators and at such times as the Landlord shall designate. In its use of the loading areas in the basement, the Tenant shall not obstruct or permit the obstruction of said loading area and at no time shall park or allow its officers, agents or employees to park vehicles therein except for loading or unloading.

19. There shall not be used or kept anywhere in the Building by any tenant or persons or firms visiting or transacting business with a tenant any hand trucks, except those equipped with rubber tires and side guards, or other vehicles of any kind.

20. The Tenant shall not contract for any work or service which might involve the employment of labor incompatible with the Building employees or employees of contractors doing work or performing services by or on behalf of the Landlord.

21. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the demised Premises without the prior written consent of the Landlord.

22. No sign, advertisement notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside or inside of the demised Premises or of the Building, without the prior written consent of Landlord. In the event of any violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for Tenant by Landlord at the expense of Tenant, and shall be of a quality, quantity, type, design, color, size, style, composition, material, location and general appearance acceptable to Landlord.

23. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels, or other articles be placed on the window sills, or in the public portions of the Building.

24. Tenant shall not mark, paint, drill into or in any way deface any part of the demised Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.

25. No animal or bird of any kind shall be brought into or kept in or about the demised Premises or the Building.

26. Neither Tenant nor any of Tenant's agents, servants, employees, contractors, visitors or licensees shall at any time bring or keep upon the demised Premises any inflammable, combustible or explosive fluid, chemical or substance.

27. No additional locks, bolts or mail slots of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any change be made in existing locks or the mechanism thereof. Tenant must, upon the termination of the tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

28. Landlord shall have the right to prohibit any advertising referring to the Building which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a first-class building for offices, and upon notice from Landlord, Tenant shall refrain from or discontinue such advertising.

29. Tenant's contractors shall, while in the Building or elsewhere in the complex of which the Building forms a part, be subject to and under the control and direction of the Superintendent of the Building (but not as agent or servant of said Superintendent or of Landlord).

30. If the demised Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the demised Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith at Tenant's expense cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

31. The requirements of Tenant will be attended to only upon application at the office of the Building. Building personnel shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

32. Excepting bottled water utilized by Tenant, no water cooler, air conditioning unit or system or other apparatus shall be installed or used by Tenant without the written consent of Landlord.

33. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate visibly marked (at all times properly operational) fire extinguisher next to any duplicating or photocopying machine or similar heat producing equipment, which may or may not contain combustible material, in the demised Premises.

34. Tenant shall not use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the demised Premises, nor shall Tenant use any picture of the Building in its advertising, stationery or in any other manner without the prior written permission of Landlord. Landlord expressly reserves the right at any time to change said name without in any manner being liable to Tenant therefor.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 20, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Ms. Carreon,

On December 2, 2024, HCCTS received a follow-up response from TRUSD regarding the CTE Truck Driving program. We have prepared the following letter in response.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Volunteer Teacher
Since 2014, there has been only one truck driving teacher at the HCCTS truck driving program, Sergey Ivaniuk who confirmed that he volunteered his time to provide instruction to the non-students.

Non-Student Instructional Days
According to the information provided by Sergey Ivaniuk, Truck Driving Coordinator, in the meeting held on October 18, 2024, with the Director of Accountability and Assessment, Melissa Roberson, the direct instruction and classes for non-students were only held on the first and third Saturday of the month seasonally since 2014. Upon further investigation during the December 4, 2024 meeting between the Director of Accountability and Assessment, Melissa Roberson, Sergey Ivanyuk revealed that while the direct instruction was held on the weekends, students stopped by during the week to take tests. He also stated that he could not turn the students away. According to Sergey, there is no additional documentation regarding the non-student participation in the Truck Driving program.

Non-Student Data Discrepancy
HCCTS informed TRUSD that 49 non-students had utilized the truck driving program since 2014 because that was the information provided by Sergey Ivanyuk on October 18, 2024. As identified by TRUSD, 49 was an error since one student's name occurred on the list twice, so HCCTS should have reported 48.

Following the most recent request from TRUSD which contained an additional list of students and non-students, Sergey revealed that due to poor record keeping, he was unable to verify the total number of non-student participants who had utilized the truck driving program. He did however confirm that of the 12 names on the “Unofficial Class A Awards” document sent by TRUSD to HCCTS, 10 of them were non-students, one was a student at CICA, and one was a student at Highlands. Please see below.

Name	**Program Type**	**Status at the Time of Participation**
Andrew	Law Enforcement	Non-Student
Paul L	Law Enforcement	Non-Student
Konstantin S	Highlands Student	Student

Francis Story	Scholarship	HCCS Alumni/ Graduate
Jeo P	Law Enforcement	Non-Student
Brock	Law Enforcement	Non-Student
Tyler	Law Enforcement	Non-Student
Matt I	Local 185	Non-Student
Daniel F	Local 185	Non-Student
Mario	Local 185	Non-Student
Amber	Law Enforcement	Non-Student
Iryna Vozniuk	CICA Student	Student

As stated above, there is no additional documentation available. As a result of identifying this gap, HCCTS has taken corrective measures to improve record keeping.

Partnerships

	Agreement	**Documentation**	**Notes**
Volunteers of America (VOA)	Verbal	None	Ward Allen reached a verbal agreement, where VOA promised rent and facilities in exchange for the truck driving training of individuals from VOA who didn't have a high school diploma. As a result, our program moved to 10620 Shirra Avenue, Sacramento, CA 95655. However, a few months later, VOA demanded $110,000 for the space. We had no intention of making any payments, and since they also stopped sending us students, we decided to move.
Local 185	Verbal	Non-Executed Draft	An explanation was provided in the previous letter.
Sacramento Police Department	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

Sheriff's Office	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

HCCTS had no fiscal exchanges from Labor 185, VOA, or the sheriff's office. As of today, there have not been improvements for the 23-24 school year from Labor #185, and starting January 6, 202,5 HCCTS will no longer serve non-students in the CTE Truck Driving Program.

Scholarship

All the individuals that fall under this category are former students who graduated from Highlands and returned to finish the Truck Driving Program.

The information above was provided by Sergey Ivaniuk, the Truck Driving Program Coordinator, and the Truck Driving program.

On October 28, 2024, at 3:00 P.M., my administrative assistant, Maryana Mazyak, and I had a meeting with Serg, on Zoom. Prior to this meeting, we reached out to his principal, Elvira Harris to let her know of the issue and she understood we would be scheduling this meeting. We requested this meeting with him because we received a request for information from Twin Rivers regarding the non-student enrollment in the Truck Driving Program. During this meeting, we asked him questions regarding the following aspects of the truck driving program:

- The history of HCCS and Local 185
- His volunteer work as a truck driving teacher for non-students
- If he's severed non-students and how many
- The schedule for teaching non-students
- Any other unofficial partners who have used the truck driving facilities
- Payments or work in kind provided to HCCS or the truck driving program in exchange for the truck driving instruction
- Documentation of partnerships
- Lists of non-students

During this meeting I emphasized the importance of transparency and honesty and that we are collecting information that must be provided back to TRUSD. Serg seemed to understand, answered all of our questions, and provided an unexecuted agreement with HCCS and Local 185. Serg also provided me and Maryana with a list of non-students who participated in the CTE Truck Driving Program which was submitted to TRUSD in a PDF document on November 1, 2024, along with our formal response to their questions.

On December 2, 202,4 HCCTS received a follow-up letter from TRUSD which included 12 additional individuals who participated in the program and included a request for additional information regarding the inaccuracy of instructional time and dates for the non-students, information about an additional organization utilizing HCCTS' space and the definition of "Sponsorship". According to the files provided by Serg, the district found that only three lesson dates occurred on a Saturday and of those three, only one fell on the first or third Saturday of the month. According to the documentation provided by Serg, the students were receiving lessons and signing into the truck driving program Monday through Friday, not on Saturdays.

Maryana and I scheduled a follow-up meeting with Serg on December 4, 2024, at 2 P.M. During this meeting we shared with him that we had received a

follow-up letter from TRUSD and that additional student and non-student names had been provided to TRUSD on what appeared to be a Highlands document. At this time he revealed that of the 12 on the list that 10 of them were non-student participants and that due to poor record keeping, he could not provide an accurate number of non-student participants served in the truck driving program. This statement was in direct contrast to the information he provided in the October meeting. He also divulged that the majority of the students who were attending classes on Saturdays would also come during the week for help and to test and that he could not turn them away.

As we draft the second response to TRUSD in response to the interviews with Serg, we see that he either omitted or lied to us regarding the following things in the first meeting:

1. The number of non-students served. He originally said there were 49. In reality, it appears that there were at least 10, but potentially many more.
2. He said that students were only taught on Saturdays. In reality, students were coming both on weekends and during the week.
3. He omitted other organizations utilizing the Truck Driving Program space, such as the Volunteers of America (VOA)
4. He omitted serving former HCCS students who had already graduated and earned a high school diploma. In the second meeting, he said that these students were on scholarship from the foundation, but our investigation found that the foundation did not provide compensation for these alumni to participate in this program.

These inaccuracies are detrimental to the trust we are working to establish and maintain with our authorizer, TRUSD and I just wanted you to know.

Thank you,

Melissa

SACRAMENTO COUNTY SHERIFF'S OFFICE

JIM COOPER
Sheriff

January 23, 2025

Highlands Community Charter School
1333 Grand Avenue
Sacramento, CA 95838

Subject: HCCS partnership with the Sacramento County Sheriff's Office

Dear HCCS Administrators,

On behalf of the Sacramento County Sheriff's Office, I would like to express our sincere appreciation for the commercial driver training provided by the Highlands Community Charter School over the past few years. As a Sheriff's Sergeant in the Special Operations Division, part of my responsibility includes making sure the Sacramento County Sheriff's Office has commercial drivers on-call 24/7 to deploy our armored rescue vehicle, our mobile command center, and to operate the Sacramento County Coroner's emergency mobile morgue. None of these pieces of equipment would be available to serve the public without the special licensing our selected deputies have trained for at your facility.

In order to provide this resource to the citizens of Sacramento County and to our mutual aid partners throughout the state we have formed a close relationship with HCCS and Sergey Ivanyuk, who has been a fantastic friend to our agency. This partnership was formed with the support of your past leadership in Doc Smith and Sondra Betancourt. Their commitment to public safety and inter-agency cooperation has been critical to our success.

We were saddened to hear that our partnership has been placed on hold and may end altogether. This will certainly affect public safety in Sacramento County as we scramble to find alternative training that complies with new federal training standards. We currently have two Deputy Sheriff's in your training program that are within a few hours of finishing their training. If there is any way to allow them to finish their training we would be very appreciative.

Thank you again for all your past help with our public safety mission. We would very much like to continue the partnership with HCCS if there is a way to do it. I am happy to meet and discuss how we might accomplish this.

Sincerely,

JIM COOPER, SHERIFF

Sergeant Steve Carrozzo
Air Operations Unit Supervisor
Heavy Equipment Response Team Supervisor
SCOUT (UAS) Supervisor
Special Operations Division

SC/sc

City of
SACRAMENTO
Police Department

KATHERINE LESTER
Chief of Police

5770 Freeport Blvd., Suite 100
Sacramento, CA 95822-3516

(916) 808-0800
Fax: (916) 808-0818
www.sacpd.org

January 27, 2025

Bill McGuire
Executive Director
Highlands Charter School
333 Grand Avenue
Sacramento, CA 95838

Dear Sir:

We are writing to express the Sacramento Police Department's (SPD) intention to create a memorandum of understanding with Highlands Charter School (HCS) in order to continue our training partnership.

We are grateful for the partnership we have shared with HCS over the last several years, and we would like it to continue. HCS has been integral in SPD's delivery of emergency assistance and resources to those in need. A variety of police units, such as the SWAT, Air Operations, and Crisis Negotiations Teams, have received valuable instruction that has subsequently improved their efficiency and functionality in delivering public safety services to the most vulnerable and underserved in our Community.

SPD employees are fully insured by the City of Sacramento, which is a self-insured entity. Presently, there are two SPD officers in the commercial driving program of HCS who have nearly completed the training. These officers are **Alexis Grove**, who has two hours left to complete the training, and **Stephen Colombo**, who has eight hours left to complete the training. In order to test with the Department of Motor Vehicles, the officers would additionally need to borrow / rent / lease a truck from HCS. We respectfully request that you consider allowing the two SPD employees to complete their training as soon as possible.

Sincerely,

Lieutenant William Conner
Metro Division

Captain Brent Kaneyuki
Metro Division

The Mission of the Sacramento Police Department is to work in partnership with the Community to protect life and property, solve neighborhood problems, and enhance the quality of life in our City.

Sacramento County Sheriff's Office letter of appreciation for HCCT

scarrozzo@sacsheriff.com Carrozzo, Stephen P.

Thursday, January 23, 2025 at 3:04:30 PM Pacific Standard Time

To: bill.mcguire@hccts.org bill.mcguire@hccts.org

Good afternoon Director Mcguire,

I have attached a letter to convey our appreciation for the help HCCT has provided the Sheriff's Office. Please accept our appreciation and let me know if there is a way to continue our partnership?

Steve

Sergeant Steve Carrozzo #53

Air Operations Unit Supervisor

Heavy Equipment Response Team Supervisor

SCOUT (UAS) Supervisor

Special Operations Division

Sacramento County Sheriff's Office

(916) 875-7120 desk

(916) 606-0608 cell

scarrozzo@sacsheriff.com

www.sacsheriff.com

Attachments:

HCCS letter.docx 43k

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 2, 2025
To: Sergey Ivanyuk
From: HCCTS - Human Resources

Re: Status - Notice of Placement on Unpaid Leave

Dear Mr. Ivanyuk,

After careful consideration and due to ongoing performance concerns, you are being placed on unpaid leave effective Wednesday, April 2nd, until next Wednesday, April 9th. This decision has been reached following a thorough review of your work performance over the past months with the Trucking Program at HCCTS. The areas of concern which are critical to your position and the overall success of the organization are detailed below:

- **Failure to Produce Accurate Reports:** Your role requires the precise and timely reporting of all relevant information, particularly when reports are requested regarding the program you oversee. This is essential to ensure compliance with state regulations. When asked to provide accurate data concerning the Trucking program to our overseeing entity, you omitted critical information necessary for proper reporting.

- **Inaccurate Reporting:** Producing accurate and reliable reports is a core responsibility of your position. However, recent reports have included errors or lacked essential data on the organization's decision-making processes for the CTE–Trucking program. These inaccuracies have compromised the trust that must exist between your role and the departments that rely on this information.

You are expected to return to work on Thursday, April 10th, unless otherwise notified in writing. During your unpaid leave, Human Resources and your supervisor will continue to review your performance and determine any further actions necessary in accordance with HCCTS policies.

A copy of this letter will be placed in your personnel file. You may submit a written response within ten (10) days of the date of this notice, which will be reviewed and attached to your file accordingly.

If you have any questions regarding the terms of this leave, please contact the Human Resources Department.

Sincerely,

Jasmine Gibbs
Director of Human Resources
HR@hccts.org

cc: Personnel File

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Delivery of Document Signatures:

Employee Signature: _____ **Date:** 4/2/25

HR Signature: _____ **Date:** 4/2/25

City of
SACRAMENTO
Police Department

KATHERINE LESTER
Chief of Police

5770 Freeport Blvd., Suite 100
Sacramento, CA 95822-3516

(916) 808-0800
Fax: (916) 808-0818
www.sacpd.org

November 4, 2025

To: Highlands Charter School

This memo is written to confirm that the Sacramento Police Department is no longer receiving Training from the Highlands Charter Truck Driving School and in no way partners with the Highlands Charter School for this training program; Sacramento Police Department employees have no access to the school.

While, the Highlands Charter had previously provided drivers training free of charge to select employees of the Sacramento Police Department for a work-related purpose, that training and relationship ceased in February of 2025.

Respectfully,

Adam Green
Deputy Chief of Police
Sacramento Police Department

The Mission of the Sacramento Police Department is to work in partnership with the Community to protect life and property, solve neighborhood problems, and enhance the quality of life in our City.

Truck Driving Important Update

serg.ivanyuk@hccts.org Sergey Ivanyuk
To: ronald.motley@hccts.org Ronald Motley Jr., andrey.fedorov@hccts.org Andrey Fedorov, francis.storey@hccts.org Francis Storey, linda.fowler@hccts.org Linda Fowler
Cc: andrew.michaud@hccts.org Andrew Michaud, lee.farrand@hccts.org Lee Farrand, autumn.emond@hccts.org Autumn Emond

Truck Driving Team,
After diligently working with Local 185 and other partners for many years, we officially discontinued this practice as of yesterday, 01/14/2025. If you have any questions or concerns, please let
--

-- With appreciation,

Serge Ivanyuk | Truck Driving Coordinator |

"Keep On Truckin"

A: 8180 Industrial Parkway, Sacramento, CA 95824
C: 916.338.9882
P: 916-400-4357
w: hccts.org | "It's Never Too Late..."

Employee	Job Title	Start Date	End Date
Sergey Ivanyuk	Truck Driving Coordinator	8/11/2014	06/30/2025
Francis Storey	Instructional Paraeducator II	9/01/2015	06/30/2025
Ronald Motley	CTE Teacher	08/18/2023	06/16/2025
Andrey Fedorov	CTE Teacher	05/05/2023	06/30/2025
Elvira Harris	CTE Principle	01/18/2019	06/30/2025
Lee Farrand	Director of Workforce	08/04/2014	06/30/2025
Christina Martinez	Director of CTE and Adult Education	10/10/2017	09/19/2025

Truck Driving Program Investigation and Program Review:

On December 16, 2024, Human Resources Director Gibbs requested an investigation be conducted by Investigator Keller. Director Gibbs advised the investigation involved a person (staff) giving false information to executive leadership. This was related to concerns that Truck Driving Program Coordinator Sergey Ivanyuk was providing instruction to non-students and the integrity of the data he was providing to leadership.

On February 3, 2025, HCCTS received a letter from the Twin Rivers Unified School District regarding the Truck Driving Program. TRUSD was requesting additional information about the program and had specific questions they wanted answered. Through the course of this investigation/review many of the TRUSD questions were answered. All, of the TRUSD questions have been answered on the ***"TRUSD Questions--Reponses"*** document (contained in case file).

Investigation and Program Review included:

- Interviews:
  - Sergey Ivanyuk—Truck Driving Program Coordinator
    - With the program since the start, starting as a paraeducator
    - Previously owned his own truck driving company
  - Andrey Fedorov—Teacher
    - Employed with HCCTS since May 2023, started as a paraeducator
    - Was a member of Local 118 Union and was able to attend HCCTS Truck Driving Program through Local 185
    - Obtained CDL in 2021
  - Ronald Motley—Teacher
    - Started in July 2023
    - Teaches classroom portion of truck driving school
    - Obtained CDL in 2015
    - Previously worked for a trucking company and assisted with training
  - [redacted]—Paraeducator
    - Employed with HCCTS since 2015, started as a janitor
    - Since August 2024, paraeducator in Truck Driving Program
    - After graduating from HCCTS, he attended the HCCTS Truck Driving Program and obtained his CDL in August 2023
  - Linda Fowler—Site Coordinator
    - 2014, worked with Ward Allen to start HCCTS
    - Previous Twin Rivers Board member
    - Previous HCCTS Board member
  - Lee Ferrand—Director of CTE
    - Involved since the start in 2014 (From 2016—2020, was not involved with the Truck Driving Program)
    - Part of creating the program with Ward Allen and others

- Babak Hejran—CTE Program Coordinator
  - HCCTS employee for 11 months
  - Involved in Truck Driving Program "Operations"
    - Scheduling and managing the Cohorts
    - Providing supplies to teachers
- Elvira Harris—CTE Principal
  - HCCTS employee since 2020
  - Principal over Truck Driving Program since July 2022
  - Principal of CTE
- [redacted]x—Sergeant, Sacramento Police Department
- Doyle S. Radford Jr.—Business Manager, Local 185 Union
- Chief Academic Officer—Local, Private Truck Driving School
- [redacted]—Officer, Sacramento Police Department
- Michael Reid—President, Doc Smith Legacy Foundation
- [redacted]—2021 HCCTS Graduate—Received DSLF scholarship
- [redacted]—2023 HCCTS Graduate—Was granted a DSLF scholarship and it was withdrawn while he was attending the program
- Bryce Pressley—HCCTS Staff—Community Outreach Liaison
  - Volunteer for DSLF along with Elizabeth Baskins
- [redacted]—HCCTS Graduate—Received DSLF scholarship
- [redacted]—Officer, Sacramento Police Department
- [redacted]—2022 HCCTS Graduate—Listed as receiving a Truck Driving Program scholarship
  - Per [redacted] he never received a scholarship and he never attended the Truck Driving Program

- Internal/External Documents:
  - Internal school records, numerous trucking datasheets, hardcopy files
  - Federal Motor Carrier Safety Administration—FMCSA
  - FMCSA Training Provider Registry
  - Department of Consumer Affairs—Bureau for Private Postsecondary Education (BPPE)
  - California DMV Commercial Driver's License Handbook
  - HCCTS cancelled DMV Checks from: July 1, 2022 - January 22, 2025
  - HCCTS DOT medical payments from: July 1, 2022 - February 3, 2025

History of HCCTS Truck Driving Program:

Per Linda Fowler, in 2014 Twin Rivers terminated the Adult Education Program because the legislator had changed school funding from "restricted" to "unrestricted" and this allowed the funding to go into the General Fund. This change led to the Adult Education Program ending and employees being terminated.

Fowler says Ward Allen asked if she would support a Charter school and she assisted him with getting HCCTS approved. Since Twin Rivers had eliminated Adult Education,

all the equipment became surplus, including the commercial trucks. The commercial trucks were transferred to HCCTS at no charge. Ward Allen was a “certified truck driver” and he had an administrative credential, so that was the beginning of the HCCTS Truck Driving Program.

Fowler advised initially the classroom portion of the Truck Driving Program was held at Grand Ave and the truck driving portion was conducted on Bell Avenue at the Sacramento Food Bank. Fowler advised the program then moved to the Volunteers of America at Mather. The VOA had transitional housing at Mather and part of the agreement with VOA was they were supposed to provide students for HCCTS (academic students, not truck driving students). Fowler advised there was a disagreement about the arrangement between HCCTS and VOA that led to the HCCTS Truck Driving Program being evicted. After leaving VOA, the Truck Driving Program moved to its current location, 8180 Industrial Parkway. Fowler advised to her knowledge there was never an MOU or contract with VOA or any other organizations that received training. Fowler advised there has been no connection with VOA since HCCTS left their property.

Per Director Farrand, the VOA participants were individuals that were living in the VOA and they were enrolled as HCCTS students. Farrand states only HCCTS enrolled students from VOA attended the Truck Driving Program.

Per Coordinator Ivanyuk, members of the Sacramento Sheriff’s Office and the Sacramento Police Department needed Commercial Driver’s Licenses for fuel trucks and other large department vehicles. Ivanyuk advised HCCTS Board member Sondra Betancourt and former Director Smith had relationships with those departments and the officers were allowed to attend the training. Ivanyuk advised the law enforcement officers completed the classroom portion on their own and HCCTS only provided the pre-trip inspection and driving portion. Ivanyuk advised there was never any money paid by these departments for the training they received.

Per Doyle Radford Jr. (Local 185, Business Manager), Local 185 was involved with the HCCTS Truck Driving Program because his father Doyle Radford Sr. (deceased and previous Local 185, Business Manager) was on the HCCTS Board and the school wanted more students for the Truck Driving Program. Local 185 provided HCCTS with additional students. Radford Jr. advised there was never any type of contract or MOU with HCCTS and Local 185 never paid money to the program. Radford Jr. advised in 2019, the “Pre-Apprentice” volunteers performed parking lot slurry and stripping and in 2019/2020, Northern California Construction Training (NCCT) provided demolition work. Radford Jr. advised they stopped doing volunteer work for HCCTS over concerns of liability if someone was injured. Radford Jr. states they have donated a few items over the years including delineators and some tools to the program.

Public-Non-Profit Truck Driving School versus Private Truck Driving School:
Chief Academic Officer—Local, Private Truck Driving School, provided the following information:

- Private truck driving schools are regulated by the Department of Consumer Affairs—Bureau for Private Postsecondary Education (BPPE)
    - If an institution was receiving tuition money for training, it would potentially have to comply with all BPPE licensing and regulations
- Both Public-Non-Profit truck driving schools and private truck driving schools are regulated by FMCSA (Federal Motor Carrier Safety Administration)
- FMCSA requires all schools to comply with ELDT (Entry-Level Driver Training), including:
    - All schools must meet minimum Federal requirements
    - All schools must enter their students into the ELDT Training Provider Registry
- No mandated curriculum for either school but they must teach the material in the California DMV Commercial Driver's License Handbook
- Private truck driving schools are normally a 4-week program
- Private truck driving schools normally cost between $2500.00—$8000.00

Note: *HCCTS is registered with FMCSA as an ELDT Provider and appear to be in compliance with all of the ELDT requirements.*

Notable Differences between HCCTS and private truck driving schools:
Many private truck driving schools advertise 4-week (160 hours) programs to obtain Commercial Driver's License. These schools require the students to have passed their DOT Medical Exam and have their **Commercial License Permit,** prior to starting their 4-week program.

HCCTS students start the program without their DOT Medical Exam or their **Commercial License Permit**. Per Ivanyuk, the HCCTS program is currently scheduled to be 18 weeks long and the first 4-weeks are preparing to receive their **Commercial License Permit** and complete their DOT Medical Exam.

Most private truck driving schools require students to have a valid Class-C or Class-B license to attend and require a DMV H6 printout (ten-year driving record). The driver's history is reviewed to ensure there are no recent DUI's or other violations that would prevent DMV from issuing the Class-A license. If the student is not eligible to obtain the Class-A license they are not allowed to attended the school.

During Farrand's interview she stated the students are required to take the DMV H6 printout (ten-year driving record) to Ivanyuk when they start the class. Director Farrand went on to say *"we used to make them do it, so maybe they don't anymore."* During Ivanyuk's interview he advised he does not know anything about reviewing driving records. So, currently it appears HCCTS does not review the student's driver record or

confirm they have a valid Class-C license (normal driver's license). On March 11, 2025, it was discovered that a student, that had been in the class for several weeks, did not have any type of driver's license.

HCCTS Practices:

HCCTS pays all the students DMV license fees, including DMV re-test fees and endorsements. DMV fees range in cost from $36.00 to $98.00. HCCTS pays for the students DOT Medical Exams and the cost for the exam is $125.00 and the drug screening is $80.00 ($205.00). HCCTS also pays the medical re-test exam fee, if it is required. Ivanyuk advised in 2024, HCCTS paid for 2 students to attend a Substance Abuse Program (SAP) after they failed their drug screening. Attending SAP is required by ELDT if a student fails the drug screening test. Ivanyuk advised they are no longer paying for the SAP. HCCTS also pays the $86.50 TSA fee for any students that obtain a hazmat endorsement.

Ivanyuk advised HCCTS paid these fees for all students and non-students including Local 185, "sponsorship" and VOA students. Ivanyuk advised HCCTS stopped paying the Local 185 fees around June 2024 and VOA has not had any students in the program since HCCTS moved from the VOA property in 2018.

Ivanyuk advised HCCTS has never paid the DMV fees for any law enforcement participants or paid their DOT medical fees. During a review of the canceled DMV checks, a $98.00 check was located that had been used by a Sacramento Police Department officer in April 2024, for their Commercial License Permit. A review of the DOT medical payment records showed that in July 2022, HCCTS paid for a Sacramento Sheriff's deputies DOT medical and urine test ($167.00 total).

"Scholarships":

During the January 19, 2025 meeting with Ivanyuk he advised the term "scholarship" was used for 2 graduated and returning students, one of which has been a HCCTS employee since 2015. Ivanyuk identified that employee as [redacted] and the "scholarship" student as [redacted]. The returning students were allowed to participate in the training at no-cost and their DMV/DOT medical fees were paid by HCCTS. Ivanyuk stated there were no other financial disbursements.

During Director Farrand's interview, she was asked about people attending the Truck Driving Program through Doc Smith Legacy Foundation Scholarships. Director Farrand advised alumni would submit an applicant to the foundation and it would be reviewed by Mike Reid and former Director Smith. If the person was approved, they would be granted a scholarship. Director Farrand stated, "*to my knowledge no money has ever been exchanged for those students."* Director Farrand advised these "scholarship" students would only be allowed to participate if there was available space in the class.

Per Doc Smith Legacy Foundation President Michael Reid, two students did receive scholarships money to attend the Truck Driving Program. Mr. Reid identified the students as [redacted] and [redacted]. Mr. Reid, (per his email) advised, *"It is our understanding that the fee amount was $3800 with funding transfer to HCCTS."*

HCCTS—Community Outreach Liaison employee Bryce Pressley advised he is a volunteer for the Doc Smith Legacy Foundation along with HCCTS employee Elizabeth Baskins. Pressley advised that [redacted] had received a DSLF scholarship to attend the Truck Driving Program and he was not sure on the actual dollar amount. Pressley did not know if the scholarship money was refunded to DSLF after Carter could no longer participate in the program ([redacted] was stopped because of the January 2025 directive). Pressley advised he thought there were only 3 people that had received DSLF scholarships to attend the Truck Driving Program. Pressley advised that the scholarship approval process goes through Mr. Reid and after the scholarship is approved, it is sent to "*our banking at F&M Bank. And they, uh, process the checks."*

During contacts with Ivanyuk he never mentioned the scholarship students [redacted] or [redacted]. In records provided by Ivanyuk, he had [redacted] listed as an "HCCS" student even though he received a DSLF scholarship. [redacted] name was not located on any of Ivanyuk's documents. When Ivanyuk was asked about [redacted], he forwarded emails about [redacted] receiving the DSLF scholarship. This email is dated June 20, 2024 and Ivanyuk was named as [redacted] point of contact. This email also says, *"This program is valued at $3800.00."* During the interview with Truck Driving Program Principal Elvira Harris, she was asked about the non-students attending the program. Harris advised she was aware of it but she wasn't in charge of it and she was only focused on the HCCTS students. In a follow-up email, Harris wrote:

- *I am not familiar with the names of any non-students and I have not had any contact with these non-students.*
- *Additionally, I have not spoken to staff or communicated regarding any non-students at truck-driving as that was not part of my responsibilities under academics, nor part of my check-ins with the teachers.*
- *Responsibilities for principals in academics have to do with students and teachers, rather than non-students that I don't have knowledge of. I would defer to my supervisor, Kris Macias, the director of instruction and professional learning for further information on anything regarding academics of HCCTS students and certificated or instructional staff.*

Principal Elvira Harris was the only school administrator listed on Mitchell's June 20, 2024, DSLF scholarship notification email.

On March 11, 2025 Ivanyuk was directed to answer several written questions related to this investigation. One of the questions he was asked to answer was: ***Since the beginning of Trucking, how many students have attended on "Scholarship"? I am aware of [redacted] and [redacted] are there any others? If yes, please provide name and the years they attended?*** Ivanyuk provided the following response:

That is a very difficult question to answer. Since we began, Ward Allen has been working with VOA (Volunteers of America) and the Senior Gleaners Food Bank. I don't have the exact number of participants. To my knowledge, the most recent participants went through DSLF. We have also trained students who graduated and came back as alumni and were sent by counselors.

1. [redacted] *-DSLF*
2. [redacted] *-2023 - Approved by Doc*
3. [redacted] *-Class B License - HCCS Employee -Discontinued*
4. [redacted] *#46969 - Alumni*
5. [redacted] *- 2022 - Alumni*

Investigator Note: *On 03/20/2025, Investigator spoke with* [redacted] *by phone.* [redacted] *advised he was a 2022 HCCTS graduate.* [redacted] *advised he was never a part of the Truck Driving Program and he never received any type of scholarship.* [redacted] *states he has no idea why he would have been listed as a student in the program.*

Ivanyuk also did not list [redacted] *as a DSLF recipient or that* [redacted] *participated in the Truck Driving Program, even though Ivanyuk was the one that forwarded investigator the email about* [redacted] *receiving the DSLF scholarship. During an interview with* [redacted]*, he advised he attended the Truck Driving Program for a few days and then stopped going, primarily because of transportation issues.*

Non-Students that Participated in HCCTS Trucking Program

Ivanyuk was directed to answer several written questions related to this investigation. One of the questions he was asked to answer was: ***Any personal friends/relatives of HCCTS employees that were NOT registered HCCTS students, ever receive training? If yes please provide name and year of training.*** Ivanyuk provided the following response:

To the best of my recollection, I am only aware of the training provided to the individuals listed below who had a connection to HCCTS employees.

1. [redacted] *- Approved by Doc Smith - Son of Dorthy Humphers - 2023*
2. [redacted] *- Approved by Doc Smith - Mother of Maria* [redacted] *- No longer with Highlands.- 2018*
3. [redacted] *- Local 185/118 - 2022 - Sergey Ivanyuk - He's an acquaintance. His wife ran a daycare that I used in the past.*

Truck Driving Program— Statistical Information:
The majority of the data and records for the Truck Driving Program are collected and maintained by Ivanyuk. Throughout this investigation, documents and records reviewed have contained errors, omissions, and inaccurate data.

On 03/11/2025, Ivanyuk was given a set of written questions to answer. One of the questions was: ***For the following school years, how many students were enrolled in Truck Driving Program and how many successfully obtained their CDL?***

a. 2022—2023:
b. 2023—2024
c. 2024—2025

This question was later clarified for Ivanyuk, advising him to provide the number of all "participants" and their organization.

On 03/21/2025 Ivanyuk sent his most recent statistical information.
Truck Driving Enrollment - Google Sheets

Per Ivanyuk data:

- **2022-2023:** 126 Enrolled - 14 obtained CDL
  - 112 HCCTS students—7 obtained CDL
  - 8 Local 185 students—1 obtained CDL
  - 2 Scholarship students—2 obtained CDL
  - 2 Sac PD—2 obtained CDL
  - 2 SSD—2 obtained CDL
- **2023- 2024:** 123 Enrolled – 14 obtained CDL
  - 105 HCCTS students—7 obtained CDL
  - 8 Local 185 students—1 obtained CDL
  - 4 Scholarship students—2 obtained CDL
  - 5 Sac PD—2 obtained CDL
  - 1 SSD—2 obtained CDL
- **2024-2025: 94 Enrolled—22 obtained CDL**
  - 89 HCCTS students—20 obtained CDL
  - 4 Local 185 students—1 obtained CDL
  - 0 Scholarship students—0 obtained CDL
  - 1 Sac PD—1 obtained CDL
  - 0 SSD—0 obtained CDL

Investigator selected the 2023-2024 year to review since it was the most recent and completed year. The data and documents Ivanyuk submitted were inaccurate and had numerous discrepancies.

Ivanyuk was asked about some of the inaccurate data he submitted on 03/21/2025 and several of the errors were pointed out to him. Tables below show some of the errors:

23-24 Truck Driving Enrollment Ivanyuk Document—Submitted 03/21/2025

Type Enrollment	Number of Students	Class "A"
HCCS Students	**105**	7
Local 185	8	1
Scholarship	4	2
SPD	5	2
SSD	1	2
Total	123	14

03/24/2025, after being asked about the inaccurate data, Ivanyuk revised the data with the following:

23-24 Truck Driving Enrollment: Revised—03/24/2025

Type Enrollment	**Number of Students**	**Class "A"**
HCCS Students	**105**	**15**
Local 185	**8**	**3**
Scholarship	**4**	**2**
SPD	**5**	**4**
SSD	**1**	**1**
Total	**123**	**25**

23-24 Truck Driving Enrollment: Revised—03/24/2025—Few hours later in the day another revision

Type Enrollment	**Number of Students**	**Class "A"**
HCCS Students	**107**	**15**
Local 185	**8**	**3**
Scholarship	**4**	**2**
SPD	**5**	**4**
SSD	**1**	**1**
Total	**125**	**25**

On 03/11/2025, Program Coordinator Hejran emailed investigator several Truck Driving Program documents/Data sheets. One of the items he emailed was:
Truck Driving Class A - Google Sheets

"Truck Driving Class A—Statistics"

	# Participants	Active	Completed	Dropped	CLP	ELDT	Master Core	Completed Class	Permit	Licensed
23-24	92	0	15	38	0	0	0	15	50	15

Data Reporting and Analysis Manager Mark Lutgen was asked to provide the number of registered students in the Truck Driving Program by school year from 2022—2025. The information Mr. Lutgen provided listed 128 HCCTS students enrolled in "one or more" of the Trucking classes for the 2023—2024 school year.

2023—2024 HCCTS Student numbers reported by:

- **Ivanyuk:** 105 students or the next revision has 107 students
- **Hejran**: 92 Participants
- **Lutgen:** 128 enrolled

The continuation of inaccurate data is deeply concerning and questions the validity of all the data provided by Ivanyuk. Due to the lack of direct supervision and oversight, any data provided about the Truck Driving Program is unverifiable and the accuracy is highly questionable.

Investigative Findings:

The HCCTS Truck Driving Program started operation in 2015 and early in the program HCCTS Leadership allowed non-HCCTS students to attend. On January 14, 2025, Ivanyuk was given a written directive to stop serving non-students. Since that time, there have not been any non-students participating in the Truck Driving Program. By stopping the non-student participation this has solved the issue of paying for non-students DMV and DOT Medical Exam fees.

In the review of this program there appears to have been minimal oversight by supervisors and the Program Coordinator, Sergey Ivanyuk, has been allowed to run the program as he thought was appropriate. In addition to running the operations of the program, Ivanyuk was also responsible for keeping the administrative records.

During this investigation of the program, many records and documents were reviewed. Many of the documents and records had errors, discrepancies, and omissions in the data. The documents and records have primarily been created and maintained by Ivanyuk and even during this investigation he has continued to provide new documents

that were inaccurate. There are no supervisors involved in the data reporting to review the information and confirm its accuracy. It is difficult to say if these discrepancies were made by poor record keeping/reporting or if Ivanyuk has intentionally misrepresent data.

Program Coordinator Ivanyuk stated both in an interview and in an email, that nobody from the Sacramento Police Department or the Sacramento Sheriff's Office ever received DMV checks or HCCTS provided DOT Medical Exams. A review of the canceled DMV checks reveled in April 2024, a Sacramento Police Officer used a $98.00 HCCTS DMV check for their Commercial Driver's Permit. DOT Medical Exam payment records revealed in July 2022, a Sacramento Sheriff's Deputy received a DOT Medical Exam that was billed to HCCTS ($167.00).

SPD Officer [redacted] was interviewed and she advised she received the $98.00 DMV check from "Sergey" and she used it for her Commercial Driver's Permit. On 03/12/2025, during a follow-up interview with Ivanyuk, he was asked about the two law enforcement officers receiving the DMV check and the HCCTS paid DOT Medical Exam. Ivanyuk admitted that he would have been the one that issued the DMV check to her and then stated, *"I don't know what happened but we never covered them."* Ivanyuk went on to say he never practiced that (giving checks to law enforcement) and then said, "*I don't recall why I did it. But yes. That's me. I did it."* Ivanyuk advised that law enforcement had their own medical so they did not get medicals through HCCTS. Ivanyuk remembered sheriff's deputy Kirby and stated, *"It's something we never practiced. I don't recall what happened during that time"* Ivanyuk stated, "*I honestly don't remember."*

Ivanyuk told investigator verbally and in an email that law enforcement officers attending the Truck Driving Program, never received HCCTS DMV checks or HCCTS DOT Medical Exams. Records and statements show Ivanyuk's statements are false. Program Coordinator Sergey Ivanyuk's actions are in violation of HCCTS Employee Handbook policies:

4.1 Prohibited Conduct

- *Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or administrator*

The fact that Ivanyuk has previously provided inaccurate data/records and continues to provide inaccurate data/records is unacceptable. Program Coordinator Sergey Ivanyuk's actions are in violation of HCCTS Employee Handbook policies:

4.1 Prohibited Conduct

- *Unsatisfactory work performance*

Statements:

02/05/2025:

Sergeant [redacted]—Sacramento Police Department

Investigator spoke with Sacramento Police Department [redacted] by phone. Sgt. [redacted] advised the following information:

- About 2 years ago, heard about getting the Class-A and Class-B from HCCTS from Sacramento County Sheriff's Deputies
- Needed Class-A and Class-B for the following Sacramento Police Department vehicles:
  - ROOK: An armored tactical vehicle that is transported on a flatbed trailer
  - Fuel Truck: For helicopter fuel
  - MIC: Mobile Incident Command vehicle
- Completed the classroom portion online and only went to HCCTS for the skills and driving portion
- Sergey (Ivanyuk) was the point of contact and Andrey (Fedorov) was the driving instructor
- Nobody from the Sacramento Police Department paid any money to HCCTS or any HCCTS employees for the driving instructions
- The following Sacramento Police Officers attended the training:
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]— (Per Colombo—Discontinued January 10, 2025)
  - [redacted]
  - [redacted] Was attending the program when the directive to stop was given
- Sgt. [redacted] says he went to trucking lessons any time during the day, whenever he was free.
- At some point Sac PD was told they could only come in the mornings between 6:00 AM and 8:00 AM
- Not aware of any Sac PD attending on weekends
- Sgt. [redacted] advised his Captain, Brent Kaneyuki, was recently in contact with HCCTS Director McGuire about trying to establish an MOU for continued training

Local 185:

02/24/2025:

[redacted]—Local 185 member

10:05 AM: Investigator spoke with Local 185 member [redacted] by phone, [redacted]. [redacted] advised the following:

- Local 185 arranged for him to attend the HCCTS Trucking program
- Started the classroom portion and then Covid closed it
- Tried to continue online and went back to HCCTS 1 time for the driving portion
- Never continued with the program
- Being a union member he was not willing to talk about the relationship between Local 185 and HCCTS, without talking to his union representative
- He never paid any money to HCCTS for the training

Christian Harlen—Local 185

10:13 AM: Investigator spoke with Local 185 member Christian Harlen by phone, 916-904-2296. Harlen advised the following:

- Currently has a Class-B and previously had a Class-A
- Wanted to get his Class-A, again
- Asked the union about having a connection with any truck driving school so he could get his Class-A
- Union referred him to HCCTS
- Was going to start the program and then never followed through
- He never paid any money to HCCTS

02/25/2025:

Doyle Radford Jr—Local 185 Union, Business Manager

Investigator left Local 185 Union Business Manager Doyle Radford Jr. a phone message and requested a callback. Later that day Mr. Radford returned investigator's call and provided the following information:

- He is the current Local 185 Business Manager, since 2019
- His father Doyle Radford Sr. (deceased) was previously the Local 185 Business Manager
- Was aware investigator called 2 of his union members
- Local 185 was involved with HCCTS because his father was on the HCCTS board (Per HCCTS Board Meeting Minutes, May 2014, Doyle Radfrod Sr. became a Board member)

- Years ago, HCCTS wanted more students for the Trucking program so Local 185 found members that wanted to attend
- Recalled the following work provided to HCCTS:
  - 2019: "Pre-Apprentice" work, parking lot slurry and stripping
  - 2019/2020: Northern California Construction Training (NCCT) provided demolition work
- Doyle Radford Jr. stopped the union from providing labor to HCCTS over liability concerns if someone was injured
- Over the last few years, Local 185 purchased some delineators and about $800.00 in tools that they donated to the HCCTS Trucking Program.
- He is unaware of his father making any large $10,000.00 or $20,000.00 donations to HCCTS
- There has never been an MOU or contract with HCCTS to provide trucking lessons for Labor 185 members
- Several months ago, was working with Linda Fowler on trying to get an MOU or agreement with HCCTS but it never worked out

03/04/2025:

[redacted]—Sacramento Police Department

Investigator spoke with Sacramento Police Officer [redacted] by phone. When [redacted] was asked about the $98.00 DMV check, she confirmed that she used it for her Commercial License Permit but she was evasive about who gave it to her. [redacted] initially stated it was a long time ago (April 2024). After further discussion [redacted] advised she had received it from the main guy, Sergey. [redacted] advised that she obtained her medical through a City doctor.

03/13/2025:

Michael Reid—President Doc Smith Legacy Foundation

9:57 AM: Investigator spoke to Mike Reid by phone, about Doc Smith Legacy Foundation "scholarships" for the HCCTS Truck Driving Program. Mr. Reid advised there had been alumni students that had received the DSLF scholarships to attended the HCCTS Truck Driving Program. Mr. Reid thought the scholarship amount was about $3800.00 but he would confirm that. Mr. Reid advised at the time they thought providing the scholarships was okay to do. Mr. Reid advised he would look into how many people obtained "scholarships" and email the information.

11:13 AM: Email response from Mr. Reid (email included in case file)

Pat,
Please see the following based on your questions from your phone call 3/13/25 @ 9:28 am.

Alumni Students provided a scholarship to attend the HCCTS Truck Driving Academy post graduation.

[redacted]
[redacted]
(not placed but applied) [redacted]

It is our understanding that the fee amount was $3800 with funding transfer to HCCTS.

If you have further questions, please let me know.
Michael Reid, Consultant
School Mechanix, LLC
school.mechanix1@gmail.com
(530) 713-0521

[redacted]—2021 HCCTS Graduate—Attended on Scholarship
11:39 AM: Investigator called [redacted] at [redacted]. [redacted] advised he graduated from HCCTS in 2021. [redacted], after graduating, applied for the DSLF Scholarship to attend the Truck Driving Program. [redacted] advised he had to write some papers and submit a teacher recommendation. [redacted] advised he received the $3800.00 scholarship and he was able to attend the Truck Driving Program. [redacted] states he never saw the $3800.00 check it just somehow was directly transferred to HCCTS. [redacted]states he was dealing with a lady named “Elizabeth.” [redacted] states he only went to the Theory portion of the training because he was hired by Swift Transportation and he completed his training there.

[redacted]—2023 HCCTS Graduate
(Was told he could attend on DSLF scholarship and then training was stopped)
11:49 AM: Investigator called [redacted] at [redacted]. [redacted] advised he graduated from HCCTS in 2023 and found out about the Truck Driving Program through Alumni Services. [redacted] states he applied for a DSLF scholarship to attended the Truck Driving Program and he was told by “Bryce” it was approved and he could attend. [redacted] states he started attending the program and after he finished the Theory and Skills portion, he was told he could no longer attend and his training was stopped. [redacted] states to his knowledge this scholarship was never paid out. [redacted] states he was told by Bryce and Sergey to re-apply for the scholarship and when he received it, he could use it to finish at a private truck driving school. [redacted] states Sergey wrote him a letter of recommendation for the scholarship. [redacted] states Bryce told him it would be a couple of weeks before it was approved.

03/14/2025:

Bryce Pressley—HCCTS Staff—Community Outreach Liaison

12:50 PM: Investigator obtained an audio recorded statement from HCCTS employee Bryce Pressley**.** Pressley advised in addition to his HCCTS job, he is a volunteer for the Doc Smith Legacy Foundation along with HCCTS employee Elizabeth Baskins. Pressley advised [redacted] had received a DSLF scholarship to attend the Truck Driving Program and he was not sure on the actual dollar amount. Pressley did not know if the scholarship money was refunded to DSLF after Carter could no longer participate in the program ([redacted] was stopped because of the January 2025 directive).

Pressley advised he thought there were only 3 people that had received DSLF scholarships to attend the Trucking Program. Pressly advised that the scholarship approval process goes through Mr. Reid and after the scholarship is approved, it is sent to "*our banking at F&M Bank. And they, uh, process the checks."* Pressley stated DSLF switched banks to F&M Bank in November and their previous bank was Mechanics.

[redacted]—HCCTS Graduate— Attended on DSLF Scholarship

3:05 PM: Investigator spoke with [redacted] by phone, [redacted]. [redacted] advised he did apply for and receive a scholarship through DSLF. [redacted] advised he attended the Truck Driving Program for a few days and then stopped going, primarily because of transportation issues. [redacted] advised he received the scholarship but he never actually received any money or saw any type of check. [redacted] advised he never went to DMV or took the DOT medical exam.

03/17/2025:

[redacted]—Sacramento Police Department:

Investigator spoke with Sacramento Police Officer [redacted] by phone. [redacted] advised he completed the classroom portion of the CDL, on his own through an online provider. [redacted] advised he had his DOT medical and Commercial License Permit prior to attending the HCCTS Truck Driving Program. [redacted] advised at HCCTS he received several hours of training that included pre-trip inspections and placement. [redacted] states he had received about 2 or 3 hours of on the road training when he was told he could no longer attend. [redacted] thinks he was told he had to stop the program on January 10, 2025. [redacted] states when he was receiving the training he went between 6:00 AM and 8:30 AM those were the only hours it was offered for non-students.

03/20/2025:

[redacted]—HCCTS Graduate

Investigator spoke with [redacted] by phone. [redacted] advised he was a 2022 HCCTS graduate. [redacted] was asked about his involvement in the Truck Driving Program and he is he ever received any type of scholarship. [redacted] advised he was never a part of the Truck Driving Program and he never received any type of

scholarship. [redacted] stated after he received his high school diploma, he was finished at HCCTS. [redacted] did not know why anyone would list him as being a part of the Truck Driving Program. [redacted] did advise his mother is currently a student in the HCCTS Truck Driving Program.

Audio recorded Statements were taken from the following individuals:

- Sergey Ivanyuk 12/17/2024 Transcribed
- Sergey Ivanyuk 02/13/2025 Transcribed
- Sergey Ivanyuk 03/12/2025 Transcribed
- Lee Farrand 02/19/2025 Transcribed
- Linda Fowler 02/19/2025
- Elvira Harris 03/05/2025 Transcribed
- Bryce Pressley 03/14/2025 Transcribed
- [redacted] 02/13/2025
- Babak Hejran 03/11/2025
- [redacted] 01/15/2025
- Ronald Motley 01/14/2025

For statements, refer to audio recordings and or transcripts

Improvement/Change Suggestions:

- Confirm students have valid Class-C driver's license
- DMV H6 printout (ten-year driving record), review to confirm student is eligible for CDL
- Fully explain to students the intensity of this program and that it will be challenging to graduate if they are not fully committed
- Pre-request class and entry level test to ensure student has a reasonable prospect of completing the program
- Increase student outreach
- Data and Record Management systems:
  - Must comply with FMCSA requirements (ELDT—Implemented since 2022)
  - CDL PowerSuite: Record Management Program (Implemented in 2024)
  - School record keeping needs to be contained in 1 master document that can have the necessary reports retrieved from, when needed

  - Supervisor review of records/documents for accuracy prior to distribution or publishing
- Assign an administrative person to complete all record keeping
  - 1 person responsible for entering and maintaining data/records will reduce likelihood of errors
  - This would allow Ivanyuk to work with students and assist in teaching
- Ensure document and information security for the following:
  - Hardcopy files that Ivanyuk and Fedorov have in their offices
  - Computer files
  - Some documents have SSN, is that necessary
  - IT review Online data protection for CDL PowerSuite and any other web-based applications used
- DMV Payment Checks:
  - Establish a procedure for the trucking students to obtain these checks in a timely manner
  - Ensure each check is issued to a named HCCTS student
  - Collect and void all outstanding DMV checks

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 5, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Request for Information – Marysville 2

We have prepared the following report in response to the request for information. The report addresses questions and concerns related to the Marysville 2 location.

If you have any additional questions or concerns, please do not hesitate to contact me at 916-335-1771 or via email at murdock.smith@hccts.org.

Thank you,

MURDOCK SMITH
Executive Director
Highlands Community Charter and Technical Schools

The Marysville 2 baseball stadium is located at 1431 C Street, Marysville, CA 95901. We first sponsored it and added it to the updated site list and MOU amendment #3 because we plan to serve students at this location through a career and technical education program.

The Sponsorship

Highlands Community Charter School sponsored the baseball stadium for $25,000 in the spring/summer of 2023. The MOU was dated March 11, 2023. With the sponsorship, Highlands hoped to attract new students to our local Marysville and Yuba City campuses.

Below are the benefits of sponsorship for Highlands:

- The field name will be “It’s Never Too Late…” Field with logo graphic provided by HCCTS
- HCCTS will designate a series of home games with allowance to set up, manage, and maintain student recruitment stations
- HCCTS Graphics will be used on game programs, snack bar menus or other printed materials pertaining to Drake's home games
- Banner or painted graphic to be placed on right-center field wall with HCCTS designated logo
- Designated HCCTS Painted Graphic on a home-field dugout
- On Deck Circle Rug with HCCTS, "It's Never Too Late…” Graphic on Home and Visitors station
- 6 VIP Tickets will be made available for 2023 scheduled home games. Optional tickets for visiting tickets to all affiliate Pecos League Team games. Given a written request for those tickets five days in advance of the game desired
- Notification of the Drakes employment for team support positions for local Highlands students or students of Highlands students 16 years or older to be interviewed for potential hire
- ‘It’s Never Too Late…’ HCCTS Logo patch placed on team game day uniforms/or/game day hat.

- HCCTS Branding displayed on game day tickets

- One designated HCCTS Group Night

The Career Technical Education (CTE) Program

Highlands Community Charter School currently has an MOU with the city of Marysville. The MOU began on May 1, 2023, and allows us to lease Bryant Field for our planned CTE program. The lease is for $5,000 monthly rent.

All CTE programs at Highlands are overseen by our Director of Workforce Readiness, Lee Farrand. The CTE program also has its own principal, Elvira Harris. Both Lee Farrand and Elvira Harris are experts in workforce development and oversee the creation and implementation of all CTE programs for Highlands and CICA. The Principal for Marysville 1, Khrystsina Talstyka, has a master's degree in teaching and is an expert in language acquisition, but she has no involvement or supervision in the development or implementation of new CTE programs.

Through our educational partner feedback, students have asked for landscape design and agriculture training. Based on their requests, we plan to build a CTE program around them.

The vision for the Baseball Field CTE program was to:

- Create a landscaping CTE program
- Goal to have it available at three locations: Marysville, Grand, West Sacramento
- Complete the Qualified Applicator License (QAL)
- Train students how to use fertilizers to spray the grounds
- Incorporate food service and hospitality into the concession stands
- Parks & recreation training and employment

The CTE team has recently launched several new CTE programs. These programs took longer than expected to launch but include the following:

- A Welding program at Grand Avenue
- CNA program at Grand Avenue
- Culinary program at Oak Park and West Sacramento

The estimated start date for our landscaping program is July 2024.

Highlands is not knowledgeable, nor have a record of how the money was

allocated by the Drakes or the City of Marysville after payments were made.

We currently have a partnership agreement with the Sutter County Office of Education to provide an array of CTE programs and pathways, including but not limited to:

- Medical Assisting
- CNA
- Phlebotomy
- Cosmetology
- Dental Assistant

As part of our CTE expansion plan, we planned to include additional in Yuba/ Sutter Counties.

The MOU for the sponsorship, the lease agreement for the CTE program, and the current MOU with the Sutter County Office of Education are attached.

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $5000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims.

Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies; Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements; Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2020 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No assignment or sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property. The name of any successor team shall be "the Marysville Gold Sox" unless the City consents to a different name.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: _____
_____
_____
(___) ___-____
(___) ___-____ facsimile

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification; Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

    Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its _____

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: _____

By: _____
_____, its _____

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville CA 95901

_____

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6.12.2023

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____

its Executive Director/CEO

DATE: _____

CITY OF MARYSVILLE

By: _____

its _____

ATTEST: _____
City Clerk

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Premier Sponsors
Proposal

Premier Sponsor: Highlands Community Charter & Technical Schools (HCCTS)

Location: 555 Capitol Mall, Suite 725, 7th Floor
Sacramento, CA 95814

Sponsoring Amount: $25,000.00

For: ***Marysville Drakes Baseball Team***

Field/Team Location: Bryant Park 1431 C Street **Marysville**, CA 95901

Franchise: Pecos League Affiliate
PO Box 271489
Houston, TX 77277 (575)680-2212

Submitted To: Andrew Dunn, League Commissioner
(575) 680-2212

Overview

In submitting this proposal for premier sponsorship rights of the Marysville Drakes, Pecos League Affiliate Baseball team located at 1431 C St.,, Marysville, CA 9590, the sponsor HCCTS would claim as the team 'Premier' sponsor through their sponsorship the following:

- Retain premier sponsorship rights for the Spring/Summer of 2023. Field name to be, "It's Never Too Late…" Field with logo graphic provided by HCCTS
- HCCTS will designate a series of Home games with allowance to set-up, man and maintain student recruitment station.
- HCCTS Graphics will be used on game programs, snack bar menus or other printed materials pertaining to Drakes home games.
- Banner or painted graphic to be placed on right-center field wall with HCCTS designated logo.
- Designated HCCTS Painted Graphic on home-field dugout.
- On Deck Circle Rug with HCCTS 'It's Never Too Late…" Graphic on Home and Visitors station
- 6 VIP Tickets made available for 2023 scheduled home games. Optional tickets for visiting tickets to all affiliate Pecos League Team games. Given a written request for those tickets 5 days in advance of game desired.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

- Notification of Drakes employment for team support positions for local Highlands students or students of Highlands students 16 years or older to be interviewed for potential hire.
- 'It's Never Too Late…' HCCTS Logo patch placed on team game day uniforms/or/ game day hat. (TBD)
- HCCTS Branding displayed on game day tickets
- One designated HCCTS Group Night TBD

Proposal submitted on 3/11/23
By: MReid HCCTS Designee

Proposal Accepted: Yes ___N
Drakes Representative:

Andrew Rm

CONFIDENTIAL

MEMORANDUM OF UNDERSTANDING BETWEEN

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

AND SUTTER COUNTY SCHOOLS OFFICE OF EDUCATION (Sutter County One-Stop/Sutter County Adult Education)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of April, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and Sutter County Schools Office of Education its Sutter County One Stop and Sutter County Adult Education Career and Technical Education Programs, Post-Secondary school organized and existing under the laws of the State of California

RECITALS

WHEREAS, HIGHLANDS and Sutter County Schools-Sutter County One Stop and Sutter County Adult Education desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by Sutter County Schools the Sutter County One Stop and Sutter County Adult Education during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education while attending classes at Sutter County Schools Programs.

2. Student Qualifications. Students must meet the following conditions for enrollment with HIGHLANDS:

A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)

3. Term. The term of this MOU shall be for one year, commencing on April 1st 2023 and ending on June 30, 2024. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. Within the first two weeks of each class start, HIGHLANDS will pay all tuition fees associated with the class offering from Sutter County Schools-Sutter County One Stop and the Sutter County Adult Education Program. Included in this will be any additional kit, supplies, tools or paraphernalia to ensure a student's success and equity in completing the program. Fee table attached.

Program	Duration	Monthly Charge	Tuition	Start-up Fees*	Total Max Charge
CNA	180 Hours	$950	$950	N/A	$950
Medical Assistant	900 Hours	$1,556	$14,000	$470	$14,470
Medical Assistant w/Laptop	900 Hours	$1,556	$14,000	$650	$14,650
Dental Assistant	500 Hours	$950	$3,800	N/A	$3,800
Phlebotomy Technician I	165 Hours	$1,350	$2,700	N/A	$2,700
Cosmetology	1000 Hours	$1,200	$12,000	$2,000	$14,000

*Start-up Fees include Books, kit and registration fee (Non-refundable).

5. Instruction. All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff. Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to

classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Marketing. HIGHLANDS and Sutter County Schools- Sutter County One Stop and Sutter County Adult Education program will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Sutter County Schools.

7. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Sutter County School's- Sutter County One Stop and Sutter County Adult Education programs use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Sutter County School's- Sutter County One Stop and Sutter County Adult Education, in or about the site; Sutter County School's- Sutter County One Stop and Sutter County Adult Education obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Sutter County School's- Sutter County One Stop and Sutter County Adult Education, HIGHLANDS, shall indemnify, hold harmless, and defend Sutter County School's-Sutter County One Stop and Sutter County Adult Education, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Sutter County School's- Sutter County One Stop and Sutter County Adult Education, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Sutter County School's- Sutter County One Stop and Sutter County Adult Education from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done,

permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Sutter County School's- Sutter County One Stop and Sutter County Adult Education and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

8. Termination. The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Sutter County School's-
Sutter County One Stop and
Sutter County Adult Education:
Tom Reusser, Superintendent
970 Klamath Ln, Yuba City, CA 95993
Attention: Programs Director, Lorilee Niesen

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

11. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

13. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

18. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

21. Dispute Resolution. In the event of any dispute between HIGHLANDS and Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director

Highlands Community Charter and Technical Schools

Date: 3.23.23

Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education

By: _____

Tom Reusser, Superintendent

Sutter County Schools-Sutter County One Stop and Sutter County Schools Adult Education

Date: _____

Board of Trustees

Michelle Rivas
President

Michael Baker
Vice President

Christine Jefferson
Clerk

Stacey E. Bastian
Member

Basim Elkarra
Member

Linda Fowler, J.D.
Member

Rebecca Sandoval
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 14, 2024

Via Email and U.S. Mail

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838-3654
murdock.smith@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
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Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

Re: Notice of Concern and Request for Information – "Marysville 2" Location

Dear Mr. Murdock and Board Members:

As the authorizing entity for the Highlands Community Charter School ("HCCS") operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCS in compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

The District requests that HCCTS respond to the following concerns/requests for information by no later than 5:00 PM on April 5, 2024. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

HCCS "Marysville 2" Site.

The "Marysville 2" HCCS site located at 1431 C Street, Marysville CA 95901 is listed in Exhibit "B" "HCCS Facilities Site List" of the recently executed/approved MOU Amendment No. 3 between the District and HCCTS regarding the operations of HCCS. In a site list provided to the District on December 29, 2023, HCCTS represented that the Marysville 2 site is for HCCS CTE programs.

However, it has come to the District's attention, following a site visit by our consultant on March 4, 2024, that the Marysville 2 site is not a facility, but rather a baseball field. When asked about the Marysville 2 sites, the Principal of the Marysville Site (located at 715 C Street, Marysville, CA 95901) indicated she was not aware of the 1431 Marysville site. After a search of public information regarding the baseball field, the District learned that HCCTS donated $25,000 to sponsor facility upgrades to the field with $12,500 going to sponsor a baseball team called the Marysville Drakes. The Marysville Drakes is a professional privately operated baseball team formed in 2022 (began playing in 2023) and is based in Marysville. https://www.marysvilledrakes.com/

Action Needed

- Respond to the District regarding the aforementioned concerns. This includes providing an explanation for the discrepancy between the information provided to the District about the Marysville 2 site location and its current use as a baseball field instead of a facility. Specifically, HCCTS needs to clarify how this site is affiliated with HCCS, detail the provision of CTE programs at the location, and identify the assigned HCCS administrator for this site.
- The District also expects HCCTS to furnish a comprehensive explanation and breakdown of the $25,000 donation. This should include clarification on how the donation, which benefited a private organization, aligns with applicable laws, particularly addressing the prohibition against the use of public funds for gifts.

Please contact Sharilyn Marshall (sharilyn.marshall@trusd.net) if you need any clarification regarding the above items requested. Thank you for your attention to this information request and for your anticipated cooperation.

Sincerely,

Steve Martinez, Ed.D.
Superintendent, Twin Rivers Unified

cc: Matthew Lemos, Director of Fiscal Services, HCCTS, matthew.lemos@hccts.org
Susan Park, Director, California Department of Education, spark@cde.ca.gov
David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net
Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org
Twin Rivers Unified Board of Trustees:
Michelle Rivas, President, Michelle.Rivas@trusd.net; Michael Baker, Vice President, Michael.Baker@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Stacey Bastian, Member, Stacey.Bastian@trusd.net; Basim Elkarra, Member, Basim.Elkarra@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 23, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern/ Request for Information - Marysville 2 Location Response from April 5, 2024

We have prepared the following report in response to the notice of concern/request for information regarding the Marysville 2 location. It also addresses questions and concerns about the HCCTS CTE program at Marysville 2, the lease, and the health and safety of our students.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Timeline Marysville 2

On May 1, 2023 the original lease with Marysville and Highlands was written and was fully executed at $2,000 per month.

CTE Programs at Marysville 2

At Highlands we currently have two CTE programs that will utilize the Marysville 2 baseball field.

1. Landscaping
2. Sports Officiating

Landscaping

Highlands Community Charter School is still in the process of creating the landscaping CTE program.

Progress has been made in the following ways:

- An Edjoin post was made on April 9, 2024 to hire a Landscaping instructor, for which only one applicant applied and was unqualified for the role
- The landscaping course description written and approved by the HCCTS board of directors in June 2024
- Through our research into the landscaping business, we have learned that landscaping jobs over $500 require students to hold a contractor's license, so our Director of CTE is looking into options for students to also obtain their contractor's license

Sports Officiating

Sports Officiating started at Highlands in 2022 under the direction of Russel Patty, who has 20 years of experience in this field. This program has historically been offered to students at our Del Paso location located at 1100 Las Palmas Avenue, Sacramento, CA 95815 which contains indoor and outdoor facilities. Students learn how to officiate the following sports: volleyball, softball, baseball, and football. Currently, 8 students enrolled in this program will finish their cohort on July 17, 2024. In August of 2024, Highlands will expand the sports officiating CTE program at the Marysville 2 location in order to attract new students and increase enrollment and CTE completion. Through this program, students are able to earn their General Sports Officiating Certificate in the sports they study at Highlands. Additionally, they are eligible to receive a certificate from the National Federation of High School Sports which includes training in different subjects such as:

- Concessions
- Sportsmanship

- Bullying
- Social Media
- Heat Illness

The program lasts ten weeks and is scheduled from Monday through Thursday. Highlands maintains excellent relationships with professional organizations connected to sports officiating. Once students complete the program, they are recruited to work for high schools, private businesses, and parks and recreation.

The Lease

The original lease agreement between Highlands Community Charter School and the City of Marysville was dated May 1, 2023. In the original deal drafted, the contracted monthly payment was listed at $5,000. However, this lease agreement was not fully executed and was renegotiated to $2,000 per month for three years with a 3% yearly increase and the option for renewal.

Typically Highlands Community Charter School will establish a lease agreement or MOU with a facility approximately three months prior to occupying a student-serving space or office space. For the health and safety of our students and staff, the HCCTS facilities and maintenance team, safety team, and IT team check the facility during the previous months before the opening to ensure that everything is set up and ready to be utilized. This is considered a common practice at HCCTS. It is not a typical business practice to lease a space more than three to six months before the opening unless the site or facility requires extensive renovation or repairs.

Student Health & Safety

Student health and wellness is a top priority at HCCTS. We ensure that all students have access to a safe learning environment, including protection from extreme weather conditions such as extreme heat, rain, or snow. While the Marysville 2 baseball field is part of the CTE program, students also have access to our Highlands classrooms located at our Marysville 1 site at 715 C Street Marysville, CA 95901.

The 2024-2025 School Year

Moving forward in the new school year, HCCTS will inform TRUSD regarding the start dates of new CTE programs and the number of students who are currently enrolled or expected to enroll in the CTE programs.

Next Steps

- Human Resouces will post the position on Indeed in an effort to attract more landscaping professionals

- Advertise the landscaping CTE program in Marysville and Yuba City
- Highlands will meet with the City of Marysville to review this contract

Attachments

Attached you will find the following:

- The fully executed lease agreement which shows $2,000 per month
- A list of payments from Highlands to the City of Marysville which shows the $2,000 payments
- The CTE Course Outline for Landscaping
- The CTE Course Outline for Sports Officiating

Item #08

Date: June 20, 2023

To: Mayor and City Council

From: Dan Flores, Community Development Director
Jim Schaad, City Manager

Subject: Lease Agreement for Bryant Field

Recommendation:

Pass a Motion to approve a Lease Agreement for Bryant Field, between the City of Marysville and Highlands Community Charter School.

Background:

Highlands Community Charter School is a Public Adult Community Charter School with a strong presence in the Sacramento and San Diego Region as well as a branch located in the City of Marysville. An important component of the mission of Highlands is building legacies leading to self-sufficiency and generational change through strong community partnerships. Highlands has expressed a desire to lease Bryant Field as a training and event facility, further enhancing its partnership commitment with the City of Marysville.

Discussion and Analysis:

Highlands Community Charter School is an Adult Charter School with over 13,000 students and 30 locations throughout the State of California. Highlands has demonstrated a strong commitment and substantially invested in improving and maintaining Bryant Field. Highlands' commitment and investment have made it possible for the Marysville Drakes Baseball Team to safely play baseball on the field. The Drakes are part of a larger independent professional baseball league called the "Pecos League" with 16 teams throughout the United States including 8 teams in California. The improvements have also created a more attractive environment for other potential events at the ballpark.

Highlands recognized the benefit of training students at Bryant Field and utilizing the stadium for large events related to their school. The City created a mutually beneficial lease agreement. The lease agreement is to be effective May 1, 2023, as Highlands did some maintenance and improvements beginning on that date.

Some key terms of the lease agreement include 1) The lease is for 3 years with the option for renewal. 2) The lease rate is $2,000 per month with a 3% increase each year. 3) The Lessee (Highlands) will be solely responsible for all maintenance and City-approved improvements to the ballpark or field. 4) The Lessee is responsible for all utility expenses (water, sewer, electricity, gas) during the term of the lease. 5) The City will maintain the right to continue holding community and other reserved events at the ballpark under the terms indicated in the lease agreement. 6) All billboards, banners, and other forms of advertising including electronic billboards must be pre-approved by the City. 7) Lessee will have naming rights

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $2,000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the

defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies: Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements: Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2023 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No Assignment or Sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No Release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee fail to request negotiation with the City within fifteen (15) days of the date the City notifies Lessee of its intention to negotiate to have a substitute baseball team or should the parties fail to reach an agreement within sixty (60) days of such notification, the City shall be free to negotiate with others concerning a substitute baseball team to hold baseball games at the Property. The City must approve the name of any successor team within its absolute discretion. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: Murdock Smith
Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283
murdock.smith@hccts.org

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification: Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its City Manager

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: 6/16/23

By: _____
Murdock Smith, its Executive Director/CEO

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville, CA 95901

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6/16/23

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____
its Executive Director/CEO

DATE: 06/25/2023

CITY OF MARYSVILLE

By: _____
its City Manager

ATTEST: _____
City Clerk

HCCS - 4630

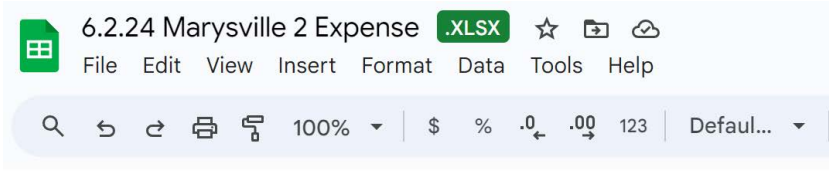

A1

	A	B	C	D	E	F	G
1		Terms					
2		Start	5/1/2023				
3		End	5/1/2026		Paid		
4		Amount	2,000				
5		Increase	3%	Annually			
6							
7		Year 1	Year 2	Year 3			
8	1	2,000.00	2,060.00	2,121.80	May		
9	2	2,000.00	2,060.00	2,121.80	June		
10	3	2,000.00	2,060.00	2,121.80	July		
11	4	2,000.00	2,060.00	2,121.80	August		
12	5	2,000.00	2,060.00	2,121.80	September		
13	6	2,000.00	2,060.00	2,121.80	October		
14	7	2,000.00	2,060.00	2,121.80	November		
15	8	2,000.00	2,060.00	2,121.80	December		
16	9	2,000.00	2,060.00	2,121.80	January		
17	10	2,000.00	2,060.00	2,121.80	February		
18	11	2,000.00	2,060.00	2,121.80	March		
19	12	2,000.00	2,060.00	2,121.80	April		
20	**Total**	**24,000.00**	**24,720.00**	**25,461.60**	**74,181.60**		
21							
22			**Total Paid YTD**		**28,120.00**		
23							
24			**Owed**		**46,061.60**		
25							
26							
27							
28							
29							
30							
31							

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Sports Officiating

Summary

Grade Level: High School

Subject Area: Hospitality, Tourism, and Recreation

Prerequisites:

- Bridge English
- 10 academic credits toward a high school diploma completed
- 220 CASAS score

Course Hours: 120 hours

Course Credits: 10

Course Code: 8300

Grading: A - F

HCCS Course Number:

Details

Course Description

This Sports Officiating course is designed to provide a comprehensive overview of fundamental principles and practices of officiating various sports. Through direct instruction, hands-on learning, and scenario-based instruction, participants will gain a solid understanding of how to administer and enforce the rules of different sports to ensure the proper conduct of all fans, players, coaches, and bystanders in a safe environment. Topics covered include the rules of common sporting activities, referee mechanics such as hand gestures, game awareness, game safety and management, judgment required to officiate effectively and fairly, and professionalism. In addition to the hard skills required to be a successful sports officiant, students will also develop soft skills such as confidence, accountability, honesty, effective communication, teamwork, and understanding their scope of authority in the context of a sporting event.

General Goals/Purpose

The purpose of this Sports Officiating course is to prepare students for employment as a sports official in the real world. Through hands-on activities and simulated game scenarios, students will have the opportunity to apply officiating principles in practical settings. They will receive constructive feedback from instructors and peers to enhance their officiating skills and decision-making abilities. Through scenario-based instruction, students will learn strategies for maintaining composure, managing conflicts, and promoting sportsmanship. By the end of the course, students will have a solid foundation in sports officiating, enabling them to officiate

games confidently and competently from the adolescent to high school level. This course prepares students for four nationally recognized certification exams including a concussion certification, sportsmanship certification, bullying certification, and social media certification by providing comprehensive coverage of exam-relevant topics and offering weekly quizzes for practice. Whether students aspire to pursue officiating as a career or simply wish to enhance their understanding of sportsmanship and fair play, this course will provide valuable knowledge and practical experience for students interested in sports officiating.

Schoolwide Learner Outcomes Addressed

- Students will demonstrate measurable achievements each term through assessment.
  - Learners apply preferred learning style to coursework in classroom and homework settings to maximum learning potential, while implementing strategies for memory and test-taking.
- Students will make progress toward their career goals.
  - Learners will apply problem-solving skills to provide ideas that would help improve their respective organizations.
- Students will use technology to communicate for personal and academic use.
  - Learners will utilize apps and other technologies to apply time management and organization techniques to create effective schedules.

Certifications/Licenses

National Federation of State High School Associations (NFHS):

- Concussion Certification
- Sportsmanship Certification
- Bullying Certification
- Social Media Certification
- Heat Illness Prevention Certification

Pathway Standards

(Aligned to the California Career Technical Education Model Curriculum Standards: Hospitality, Tourism, and Recreation Pathway)

C3.0 Apply the knowledge and skills essential for effective guest services in the hospitality, tourism, and recreation industry sector.

C3.1 Analyze the importance of guest services to the success of the industry.
C3.2 Demonstrate the concept of exceptional guest service.
C3.5 Understand the roles of management and employees in effectively meeting the needs of culturally and generationally diverse guests and special needs customers.
C3.6 Interact with guests in a positive, responsive, and professional manner.

C5.0 Demonstrate an understanding of the basics of systems operations and the importance of maintaining facilities, equipment, tools, and supplies.

C5.1 Apply the procedures for cleaning, maintaining, and repairing facilities and equipment and the importance of preventive maintenance.
C5.4 Understand the relationship between facilities management and profit and loss, including the costs of resource consumption, breakage, theft, supplies use, and decisions for repairs or replacement.

C12.0 Demonstrate an understanding of the value of recreation and the fundamentals of recreational facilities and services.

C12.5 Explore the departments, functions, and restrictions of public and private parks and recreational facilities and the outdoor recreational programs they offer.

Board Approved June 20, 2024

Instructional Strategies

- Direct Instruction
- Guided Practice & Modeling
- Role Play, Simulations, and Dramatization
- Videos for self-reflection
- Scenario-based Videos
- Reading and Writing
- Differentiated Instruction
- Formative and Summative Assessments
- Targeted Feedback
- Field Trips
- Homework and Review

Evaluation

- Teacher prepared assignments
- In-class evaluation of student work samples and informal assessment
- Participation
- Skills demonstration
- Module assessments
- Final summative assessment

Repetition

Credit is granted on work completed and demonstrated mastery of 80% or more during a set cohort basis. Partial credits can be awarded, but the class cannot be repeated for additional credit. Once the student has mastered all objectives, they shall earn a total of 10 credits.

Course Materials

- Instructor developed and printed materials
- Online resources
- Skills practice videos
- Instructor developed quizzes
- Internet sites (NFHS)
- Handbooks:
    - Basketball Rules Book by by National Federation of State High School Associations
    - Basketball Case Book by National Federation of State High School Associations
    - Basketball Officials Manual by National Federation of State High School Associations
    - Basketball Handbook by National Federation of State High School Associations

-

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Introduction to Landscaping

Summary

Grade Level: High School

Subject Area: Agriculture and Natural Resources

Prerequisites:

- English A and B
- 20 academic credits toward a high school diploma completed
- 225 CASAS score

Course Hours: 120 hours

Course Credits: 10

Course Code: 7170

Grading: A - F

HCCS Course Number:

Details

Course Description

This introductory course exposes students to foundational concepts in the field of landscaping with an emphasis on pursuing career pathways relating to landscape design, maintenance, general rehabilitation, and functional beautification. Students will gain familiarity with industry standard tools ranging from basic hand tools to a general overview of motorized and automated systems and equipment. A heavy focus is placed on the proper handling, application, and disposal of state and federally regulated substances essential to the trade such as chemical fertilizers, pesticides, and herbicides. Students will also learn about modern trends as they pertain to low environmental impact and safety-minded, sustainable practices. Design elements such as implementing minimal water usage foliage and drought conscious irrigation practices will be covered in the curriculum. Installation and maintenance of such systems will comprise the core of the hands-on lab portions of the course. Student learning will be assessed with performance and knowledge evaluations with the goal of obtaining certifications recognised by industry in mind.

General Goals/Purpose

The purpose of this introductory course is to equip participants with the foundational knowledge and practical skills necessary to embark on a successful career in the landscaping industry. This course introduces foundational concepts that prepare students for the concentrator course, where students will take their license exam to obtain a Qualified Applicator License (QAL). This exam includes information on seed treatment, soil fumigation, landscape maintenance, and pest control. Students will be prepared for the QAL exam by providing comprehensive coverage of exam-relevant topics and offering unit exams for practice.

This course will promote student interest and passion in a developing field in the state of California, and prepares students by covering the major concepts and exposing students to the potential career paths in landscaping and agriculture.

Schoolwide Learner Outcomes Addressed

- Students will demonstrate measurable achievements each term through assessment.
  - Learners apply preferred learning style to coursework in classroom and homework settings to maximum learning potential, while implementing strategies for memory and test-taking.
- Students will make progress toward their career goals.
  - Learners will apply problem-solving skills to provide ideas that would help improve their respective organizations.
- Students will use technology to communicate for personal and academic use.
  - Learners will utilize apps and other technologies to apply time management and organization techniques to create effective schedules.

Certifications/Licenses

Qualified Applicator License (QAL)

Pathway Standards

(Aligned to the California Career Technical Education Model Curriculum Standards: Agriculture and Natural Resources)

F1.0 Compare and contrast the hierarchical classification of plants.

F1.1 Practice how to classify and identify plants by order, family, genus, and species.
F1.3 Illustrate how common plant parts are used to classify the plants.
F1.4 Distinguish how to classify and identify plants by using botanical growth habits, landscape uses, and cultural requirements.
F1.5 Identify and select plants for local landscape applications.

F2.0 Summarize plant physiology and growth principles.

F2.1 Understand plant systems, nutrient transportation, structure, and energy storage.
F2.2 Diagram the seed's essential parts and explain the functions of each.
F2.3 Explain how primary, secondary, and trace elements are used in plant growth.
F2.4 Experiment with the factors that influence plant growth, including water, nutrients, light, soil, air, and climate.
F2.6 Explore the factors that affect plant growth.

F3.0 Demonstrate plant propagation techniques.

F3.2 Demonstrate the various techniques for successful plant propagation (e.g., budding, grafting, cuttings, seeds).
F3.3 Utilize and monitor plant reproduction for the development of a saleable product.

F4.0 Develop and implement a plan for basic integrated pest management.

F4.1 Read and interpret pesticide labels and understand safe pesticide management practices.
F4.2 Research how pesticide regulations and government agencies affect agriculture.
F4.3 Identify common horticultural pests and diseases and methods of controlling them.
F4.4 Design an integrated approach to solving plant problems.

F5.0 Summarize water and soil (media) management practices.

F5.1 Explain how basic soil science and water principles affect plant growth.
F5.2 Illustrate basic irrigation design and installation methods.
F5.3 Prepare and amend soils, implement soil conservation methods, and compare results.
F5.4 Research major issues related to water sources and water quality.
F5.5 Explain the components of soilless media and test the use of those media in various types of containers.

F6.0 Apply ornamental plant nutrition practices.

F6.1 Analyze how primary and secondary nutrients and trace elements affect ornamental plants.
F6.2 Use basic nutrient testing procedures on soil and plant tissue.
F6.3 Analyze organic and inorganic fertilizers to understand their appropriate uses.
F6.4 Read and interpret labels to properly apply fertilizers.

F7.0 Develop a plan for the selection, installation, and maintenance of turf.

F7.1 Explain the selection and management of landscape and sports field turf.
F7.2 Demonstrate how to select, install, and maintain a designated turf grass area.
F7.3 Distinguish how the use of turf benefits the environment.

F8.0 Employ nursery production principles.

F8.1 Demonstrate the proper use of production facilities and common nursery equipment.
F8.2 Use common nursery production practices.
F8.3 Demonstrate how to propagate and maintain a horticultural crop to the point of sale.

F9.0 Demonstrate the proper use of containers and horticultural tools, equipment, and facilities.

F9.1 Use different types of containers and demonstrate how to maintain growing containers in controlled environments.
F9.2 Operate and maintain selected hand and power equipment safely and appropriately.
F9.3 Select proper tools for specific horticultural jobs.
F9.4 Install landscape components and electrical, land, and water features.

F10.0 Understand basic landscape planning, design, construction, and maintenance.

F10.1 Utilize terms associated with landscape and design in appropriate context.
F10.2 Produce a residential design, including how to render design to scale using design technology and principles.
F10.3 Use proper landscape planting and maintenance practices.
F10.4 Prune ornamental shrubs, trees, and fruit trees.
F10.5 Produce clear and concise landscape business contracts.

F11.0 Understand basic floral design principles.

F11.1 Demonstrate the use of plant materials and tools.
F11.2 Apply basic design principles to products and designs.

Instructional Strategies

- Direct Instruction
- Guided Practice & Modeling
- Class Discussion
- Guided Reading
- Field Trips
- Project Based Learning
- Research Projects
- Student Presentations
- Differentiated Instruction
- Class Discussion
- Practical Skills Practice
- Homework and Review

Evaluation

- Teacher prepared assignments
- Publisher created assignments
- In-class evaluation of student work samples and informal assessment
- Participation
- Skills demonstration
- Module assessments
- Final summative assessment

Repetition

Credit is granted on work completed and demonstrated mastery of 80% or more during a set cohort basis. Partial credits can be awarded, but the class cannot be repeated for additional credit. Once the student has mastered all objectives, they shall earn a total of 10 credits.

Course Materials

- Instructor developed and printed materials
- Online resources
- Skills practice videos
- Computer based quizzes
- Internet sites
- Textbook: Sustainable Landscape Management: Design, Construction, and Maintenance 1st Edition by Ann Marie VanDerZanden (Author), Thomas W. Cook (Author)

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

January 14, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern - "Marysville 2" Location TRUSD Reply to HCCTS' Response Received September 25, 2024

Dear Mr. DiGiulio,

On October 16, 2024, HCCTS received a follow-up response from TRUSD regarding the Marysville 2 location. We have prepared the following report to address the requested information.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Lease Termination

On November 7, 2024, the HCCTS Board of Directors approved the updated site list for the 2024-2025 school year. As part of this update, the Marysville 2 site located at 1431 C Steet in Marysville, was proposed for closure. The termination of the MOU between HCCTS and the city of Marysville is dated November 30, 2024. Please see the contract below.

MUTUAL TERMINATION OF LEASE AGREEMENT

RECITALS

Whereas, City of Marysville, a municipal corporation ("City") and Highlands Community Charter Technical Schools ("Lessee") entered into a lease ("Lease"), made effective May 1, 2023, of a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Whereas, City and Lessee now mutually agree to terminate the Lease upon the terms of this agreement ("Agreement") set forth herein.

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this "Termination Agreement", and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Lessee (collectively, "Parties") hereby agree as follows:

1. **Termination of Agreement.** Effective November 30, 2024 ("Termination Date"), the Parties agree to terminate the Agreement. The Agreement shall have no force or effect after the Termination Date.

2. **Consideration**. City shall continue to receive payment equal lease payments from Lessee from December 1. 2024, through April 30, 2026, in the amount of $33,639.80.

    - City shall also have the ability to lease the Property to another lessee as of the Termination Date.
    - The Lessee will sell certain equipment (Exhibit A) to the City for $1.00 (one dollar and no cents), with the option of having it returned if the Lessee leases the Property in the future. City expressly acknowledges this option and the potential for Lessee to lease the Property in the future, subject to mutual agreement of the Parties.

3. **Effect of Termination on Agreement.** Except as expressly provided in this Agreement, the Parties acknowledge and agree that their respective rights and obligations under the Lease are terminated, aside from claims which might be the subject of indemnity obligations, which shall survive until the claims are resolved.

4. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Agreement, this Termination Agreement, and the consummation of the transactions contemplated hereby.

5. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under the Agreement to any third party. Each Party represents that the execution and delivery of this Termination Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.

6. **No Admission of Liability.** City and Lessee expressly agree and acknowledge that their entering into this Termination Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wronging with respect to the Agreement.

7. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Termination Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Termination Agreement, and to evidence the termination of the Agreement, and to release all obligations and liabilities of the Parties thereunder.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS TERMINATION AGREEMENT AS OF THE TERMINATION DATE.

CITY OF MARYSVILLE

By: _____
JIM SCHAAD, City Manager
City of Marysville

HIGHLANDS COMMUNITY CHARTER TECHNICAL SCHOOL

By: _____
BILL MCGUIRE, Executive Director
Highlands Community Chater Technical School

ATTEST

By: _____
NADINE SIMS, City Clerk
City of Marysville

Exhibit A
Marysville Equipment Inventory List - 11/20/24

Item Description	Purchase Cost	Purchase Date
2008 TORO 5510 Fairway Mower	$ 5,500.00	May-23
JOHN DEERE 220 E - Hybrid Mower	$ 4,690.67	May-23
JOHN DEERE 1200A	$ 22,385.79	Sep-23
BOBCAT Diesel Utility Vehicle - UV34	$ 19,917.88	May-23

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 21, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern - "Marysville 2" Location
TRUSD Reply to HCCTS Response Dated 1/14/25

Dear Mr. DiGiulio,

On February 19, 2025, HCCTS received a notice of concern regarding the Marysville 2 location. In response, we have prepared the following report.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Marysville 2 Lease Termination & Equipment

The termination agreement between HCCTS and the City of Marysville requires that HCCTS will continue to provide payments equal to the lease amount from HCCTS from December 1, 2024, through April 30, 2026, totaling $33,639.80. HCCTS confirms its commitment to meeting the financial obligations post-termination as stipulated in the agreement.

The termination agreement states: "If the Lessee leases the property again in the future, HCCTS has the option to get the equipment back. HCCTS sold it to the City for just $1.00 but it's not a permanent sale. The agreement allows HCCTS to reclaim the equipment later if the property is leased again."

If HCCTS returns to the Marysville 2 in the future, we would have the opportunity to reclaim this equipment for a CTE program. Significant time and resources were invested in this site, and HCCTS may revisit a Career and Technical Education (CTE) program there in the future based on student interest. HCCTS doesn't currently have a transfer or disposal of equipment policy.

Highlands Night at the Ballpark

On June 24, 2023, HCCTS hosted a marketing and recruiting event, "Highlands Night at the Ballpark." This was the only event held under the sponsorship agreement, and it was open to all students, staff members, and their families. Entry was free, and attendees were required to present their staff or student ID. Prior to the event, a calendar invite was sent to all employees and a flyer was distributed at each HCCTS location. According to the Google Calendar invite sent out by Doc Smith, 78 HCCTS employees responded yes. In total, approximately 250 students, staff, and their families participated in the event. Below you will find the names and titles of staff who responded yes to the calendar invite.

#	HCCTS Employee and their position*	#	HCCTS Employee and their position*
1	Abdul Akbari *Instructional Paraeducator I*	41	Maliha Khan *Teacher*
2	Abdul Sarhal *Teacher*	42	Maria Gonzalez *Clothing Closet Attendant*
3	Abed Mohammad Khan *Information Technology Product*	43	Mariam Mostajab *Teacher*

	Technician II		
4	Alexa Carrillo *Executive Assistant*	44	Maria Pile *Principal*
5	Alim Fevziyev *Student Enrollment Specialist*	45	Mariza Crapson *Teacher*
6	Alona Kozachenko *Student Registration Technician II*	46	Marvin Johnson *Teacher*
7	Alyssa Gutierrez *Instructional Paraeducator II*	47	Maryana Mazyak *Administrative Assistant I*
8	Andrew Michaud *Associate Deputy Director*	48	Mavzuna Rahimova *Teacher*
9	Anna Mozghova *CTE Teacher*	49	Mayra Valdivia *Deputy Director*
10	Beheshta Formul *CTE Teacher*	50	Melissa Roberson *Director of Accountability and Assessment*
11	Brian Ward *Teacher*	51	Mike Powell *Academic Service Generalist*
12	Byanca Alcazar *Credentialing Coordinator*	52	Mohammad Israel Hikmat Test Proctor I
13	Camille Adams *Principal*	53	Mohammad Y Amiri *Instructional Paraeducator II*
14	Carmen Contreras *Teacher*	54	Murdock Smith *Former Executive Director*
15	Dakarai Allen *Teacher*	55	Nasima Ahmadi *Administrative Assistant II*
16	Daniel Nichols *Teacher*	56	Natalia Luginova *Teacher*
17	Disa Cameron *Director of Community Relations*	57	Nataliia Maksymiv *Teacher*
18	Douglas Hirsch *Teacher*	58	Natalina Archambeault *Academic Services Generalist*

19	Eli Butcher *Curriculum Coordinator*	59	Nereida Araiza *Student Engagement Generalist*
20	Elio Aguilar *Mobile Services Driver*	60	Nitya Nand *Payroll Manager*
21	Farid Ahmad *Student Engagement Generalist*	61	Nooria Nabizadah *CTE Teacher*
22	Fatemeh Mohammadi *Instructional Paraeducator II*	62	Oksana Reznik *Teacher on Special Assignment*
23	Fatime Gholame *Instructional Paraeducator I*	63	Patricia Lopez *Teacher*
24	Francis Storey *Instructional Paraeducator II*	64	Paul Khoury *Controller*
25	Harold Pressley *Special Projects Coordinator*	65	Razia Rezaee *Instructional Paraeducator I*
26	Homayoon Formul *Teacher*	66	Rich Henning *Director of School Services*
27	Irina Bardusova *Academic Service Generalist*	67	Serhii Mozghovyi *Test Proctor I*
28	Iryna Yanytska *Principal*	68	Shaina Miranda *Executive Assistant*
29	James Powers *Student Engagement Generalist*	69	Shawna Thiel *Instructional Paraeducator I*
30	Jennifer McClure *Teacher*	70	Stacey Williams *Teacher*
31	Jet Haresco *Events Generalist*	71	Steven Barker *Maintenance Specialist II*
32	Julia Herrera *Lead Instructional Paraeducator*	72	Suhaila Ahang *Teacher*
33	Karen Lopez *Student Engagement Generalist*	73	Svetlana Brunner *Teacher*
34	Kate Thirkill *CASAS Coordinator* *Accountability & Assessment*	74	Svyatoslav Iotko *Multimedia Production Specialist*

35	Kelsey Rogers *Administrative Assistant I*	75	Tou Thao *Community Employment Liaison*
36	Khrystsina Talstyka *Principal*	76	Vicki Neal *Principal*
37	Kristopher Macias *Director of Instruction and Professional Learning*	77	Yao Chin *Digital Implementation Specialist*
38	Lana Bondar *Marketing and Communications Coordinator*	78	Zahra Alavi *Test Proctor I*
39	Linda Aviluz *Safety & Compliance Generalist*		
40	Lorree Wallender *Teacher*		

**These are the current job titles of the HCCTS employees who participated. Some employees had a different job title in June 2023.*

AIRCRE contracts

EXCLUSIVE LISTING AGREEMENT FOR SUBLEASE OF REAL PROPERTY

(Non-Residential)

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("**Agreement**"), dated for reference purposes only March 27, 2025 , is made by and between Highlands Community Charter and Technical Schools, a California non-profit corporation , whose address is 406 9th Avenue, Suite 310, San Diego, CA 92101 , telephone number ____, Fax No. ____ ("**Sublessor**"), and Cornish & Carey Commercial, a California corporation dba Newmark , whose address is 980 Ninth St., #2500, Sacramento, CA 95814 , telephone number 916-569-2372 , ~~Fax No.~~ Email: jack.blackmon@nmrk.com ("**Agent**").

1.2 **Master Lease:** That certain lease dated February 10, 2023 , which lease was amended on the following dates NONE (if there are no amendments, write "NONE") ("**Master Lease**"), entered into by and between Alan Shera, an Individual , as lessor ("Master Lessor") and Highlands Community Charter and Technical Schools, a California non-profit corporation , as lessee. (See also Paragraph 3.)

1.3 **Property:** The real property which is the subject of this Agreement, which consists of (check the appropriate box) ☑ all or ☐ a part of the premises leased to Sublessor under the Master Lease, is commonly known as (street address, city, state, zip) 406 9th Avenue, Suite 310, San Diego, CA 92101 , located in the County of San Diego , and generally described as (describe briefly the nature of the property): office space ("**Property**"). (See also Paragraph 3)

1.4 **Term of Agreement:** The term of this Agreement shall commence on March 27, 2025 and expire at 5:00 p.m. on February 28, 2026 ("**Term**").

1.5 **Sublease Terms:** Agent is employed to sublease all or a portion of the Property on the following terms: All of the subject space, Suite 310 or such other terms as may be agreeable to Sublessor.

1.6 As used herein the term Sublease shall include: (1) a Sublease of all or any portion of the Property for all or any portion of Sublessor's lease term; (2) an assignment of all or any portion of Sublessor's lease or lease term; or (3) any other transaction or event which causes or allows Sublessor's liability under the lease to be reduced or terminated, including without limitation lease termination for any reason and/or Master Lease buyout.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Sublessor hereby employs Agent as Sublessor's sole and exclusive agent to represent Sublessor in subleasing the Property. Agent shall use reasonably diligent efforts to find a sublessee. All negotiations and discussions relating to subleasing shall be conducted by Agent on behalf of Sublessor. Sublessor shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Sublessor from any source regarding a possible sublease of the Property.

2.2 Sublessor authorizes Agent to:

(a) Place advertising signs on the Property;

(b) Place a lock box on the Property if vacant;

(c) Accept deposits from potential Sublessees; and

(d) Communicate the availability of the Property for sublease and distribute all information regarding the Property to participants in THE MULTIPLE ("**MULTIPLE**") of AIR CRE ("**AIR**") and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential sublessees. Agent shall not, without Sublessor's consent, disclose the monetary terms of the Master Lease. Unless otherwise instructed, Agent shall censor the Master Lease's monetary terms prior to its distribution. Sublessor shall identify as "confidential" any communication or information provided to Agent that Sublessor considers confidential and does not want disclosed. All other information provided by Sublessor may be disclosed as Agent may deem appropriate or necessary. Agent may publicize the terms of any consummated sublease.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property as available for sublease to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "**Cooperating Broker**"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this

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Agreement against Sublessor or Agent.

2.4 If Agent finds a prospective sublessee for all or a part of the Property, Sublessor hereby authorizes Agent also to represent and act as the agent for such sublessee and Sublessor consents to such dual agency. If a Cooperating Broker finds such a sublessee, then Agent shall act as agent for Sublessor only, the Cooperating Broker shall act as agent for the sublessee only, and the Cooperating Broker shall not be Sublessor's agent, even though the Cooperating Broker may share in the commission paid by Sublessor to Agent. A Cooperating Broker shall not be an agent or subagent of Sublessor or Agent. Sublessor hereby agrees that Agent may represent and act as the agent for the Master Lessor, and Sublessor consents to such multiple agency.

2.5 Sublessor understands that Agent may also represent other lessors and lessees/sublessees with regard to competing properties.

3. PROPERTY; MASTER LEASE.

3.1 The term "Property" shall include all of the following which are owned by Sublessor, currently on or in the Property, and are permitted to be transferred under the Master Lease: permanent improvements, electrical distribution systems, power panels, buss ducting, conduits, disconnects, lighting fixtures, telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, and built-ins, such as cabinets.

3.2 Sublessor shall fully and timely perform all of Sublessor's obligations under the Master Lease and maintain the Master Lease in good standing.

3.3 Within 5 business days after the commencement of the Term hereof, Sublessor shall provide Agent with the following:

(a) A true, correct and complete copy of the Master Lease including any amendments or prior assignments;

(b) A duly completed and fully executed Estoppel Certificate on the most current form published by the AIR;

(c) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR (modified by changing the reference to "Owner" in such form to Sublessor);

(d) Copies of other documents containing any limitations on Sublessor's right, ability and capacity to consummate a sublease; and

(e) If available to Sublessor, copies of building plans for the Property.

3.4 Agent shall have no responsibility for maintenance, repair, replacement, operation or security of the Property, all of which shall be Sublessor's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Sublessor, anyone in possession of the Property or any sublessee or prospective sublessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. COMMISSION.

4.1 Sublessor shall pay Agent a commission ☑ in the amount of 7.5% ☐ in accordance with the commission schedule attached hereto (**"Agreed Commission"**) for a sublease of the Property, whether such sublease is consummated as a result of the efforts of Agent, Sublessor or other persons or entities. Such Agreed Commission is payable when:

(a) A sublease for the Property or a portion thereof is executed; or

(b) The Master Lease is voluntarily or involuntarily terminated or Sublessor is relieved of future liability for rent under the Master Lease, whether by cancellation, Master Lessor's exercise of any of its rights under the Master Lease or otherwise; or

(c) Sublessor (i) removes or withdraws the Property from the market; (ii) acts as if the Property is not available for a sublease; (iii) treats the Property as not available for a sublease; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; (vi) changes the Master Lease (including, without limitation, reduction of the term of the Master Lease) or changes the physical condition of the Property, which such changes adversely impact the value, use, desirability, leasability or marketability of the Property; or (vii) terminates, cancels, repudiates, surrenders, breaches or defaults of its obligations under the Master Lease.

4.2 If Master Lessor's consent or approval of a sublease is required, then Sublessor shall, at Sublessor's sole cost and expense, use Sublessor's reasonable best efforts to obtain such consent or approval, and Agent shall not be entitled to the Agreed Commission for such sublease unless Master Lessor's consent or approval is obtained or waived by Sublessor and sublessee.

4.3 In calculating the Agreed Commission, all forms of consideration payable to Sublessor shall be considered, including, without limitation, Rent, goodwill and key money. If Sublessor is released from future rent liability under the Master Lease, the Agreed Commission shall be calculated on the basis of the total Rent which otherwise would have been due from Sublessor for the remaining term of the Master Lease.

5. ALTERNATIVE TRANSACTION. Agent shall also be Sublessor's sole and exclusive agent for an assignment of Sublessor's interest in the Master Lease (**"Alternative Transaction"**) and represent Sublessor in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Sublessor shall pay Agent

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the Agreed Commission.

6. EXCLUDED AND REGISTERED PERSONS.

6.1 Sublessor shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Sublessor by any other broker under any prior agreement concerning subleasing of the Property (**"Excluded Persons"**, see Paragraph 6.5). If any such names are so provided, then the Commission paid to Agent with respect to consummation of a transaction with an Excluded Person shall be limited as follows: if such transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to one-half of the Agreed Commission. If no names are provided as specified, it shall be conclusively deemed that there are no Excluded Persons.

6.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Sublessor, in writing, with the names of those persons or entities with whom Agent either directly or through another broker had negotiated for a sublease of the Property during the term hereof (**"Registered Persons"**, see Paragraph 6.5). Those persons or entities who submitted written offers or letters of intent for a sublease of the Property shall, however, automatically be Registered Persons. If Agent fails to timely notify Sublessor of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. If Agent wishes to register the client of a Cooperating Broker, Agent must obtain and submit to Sublessor written approval of such registration signed by such Cooperating Broker. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Sublessor hereby consents to any such Dual Agency.

6.3 If, within 180 days after the expiration of the Term hereof, Sublessor enters into a contract with a Registered Person for consummation of a sublease of the Property, then Sublessor shall pay Agent the Agreed Commission for such sublease upon the consummation of such sublease.

6.4 If, within 180 days after the expiration of the Term hereof, Sublessor enters into another sublessor-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Sublessor shall provide to Sublessor's new broker the names of the Registered Persons, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a sublease of the Property with a Registered Person.

6.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

7. SUBLESSOR'S REPRESENTATIONS.

7.1 Sublessor represents and warrants as follows:

(a) Each person executing this Agreement on behalf of Sublessor has the full right, power and authority to execute this Agreement as or on behalf of Sublessor;

(b) Sublessor has the full right, power and authority to execute and deliver this Agreement, to consummate a sublease of the Property and to perform Sublessor's obligations hereunder;

(c) The execution, delivery and performance of this Agreement by Sublessor or Agent will not breach any provision of the Master Lease;

(d) Sublessor is not the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Sublessor's right, ability and capacity to consummate a sublease of the Property, except as disclosed in writing pursuant to Paragraph 3.3(d).

8. SUBLESSOR'S ACKNOWLEDGMENTS. Sublessor acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and the subletting of the Property, as well as the condition and/or legality of the Property, including, but not limited to, the environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Sublessor and Agent. Sublessor further acknowledges that in determining the financial soundness of any prospective Sublessee or security offered, Sublessor will rely solely upon Sublessor's own investigation, notwithstanding Agent's assistance in gathering such information.

9. MISCELLANEOUS.

9.1 This Agreement shall not be construed either for or against Sublessor or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

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9.2 All payments by Sublessor to Agent shall be made in lawful United States currency. If Sublessor fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

9.3 In the event of litigation or arbitration between Sublessor and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

9.4 Sublessor agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Sublessor to make a full and complete disclosure pursuant to law and paragraph 3.3 or as a result of the fact that any of the representations made by Sublessor (see paragraph 7) were not true at the time that this Agreement was signed.

9.5 Sublessor hereby releases and relieves Agent, and waives Sublessor's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Sublessor, whether or not due to the negligence of Agent.

9.6 Sublessor agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.4) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

10. ARBITRATION OF DISPUTES.

10.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: ☑ THE AMERICAN ARBITRATION ASSOCIATION OR ☐ ____ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

10.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

10.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Sublessor's Initials _____ Agent's Initials _____

10.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 10.3.

11. Additional Provisions. Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs ____ through ____ (if there are no additional provisions write "NONE"):

____

12. Disclosures Regarding the Nature of a Real Estate Agency Relationship. When entering into an agreement with a real estate agent a Sublessor should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Sublessor's Agent.* A Sublessor's agent may act as an agent for the Sublessor only. A Sublessor's agent or subagent has the following affirmative obligations: To the Sublessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. To a

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potential buyer/lessee and the Sublessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Agent Representing Both Parties.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Sublessor as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Sublessor will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Sublessor from the responsibility to protect its own interests. Sublessor should carefully read all agreements to assure that they adequately express its understanding of the transaction.

Dated: 3/27/25

SUBLESSOR
Highlands Community Charter and Technical Schools, a California non-profit corporation

By: _____
Name Printed: Matthew Lemos
Title: CBO
matthew.lemos@hccts.org

Dated: 3.27.25

AGENT
Cornish & Carey Commercial, a California corporation dba Newmark

By: _____
Name Printed: Jack Blackmon
Title: Director
Broker DRE License #: 00832933
Agent DRE License #: 01999561
Address: 980 Ninth St., #2500, Sacramento, CA 95814
Phone: 916-569-2372
Fax: Email: jack.blackmon@nmrk.com
Email: ____

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with

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this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ SubLessor ☐ Lessee _____ Date: 3/27/25

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: ____

Agent: Cornish & Carey Commercial a California Corporation dba Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By
:

_____ DRE Lic. #: 01999561 Date: 3.27.25
(Salesperson or Broker-Associate)
Jack Blackmon

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

AIR CRE * https://www.aircre.com * 213-687-8777 * contracts@aircre.com
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

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2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

June 12, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Violations Follow-up

Dear Mr. DiGiulio,

This is a follow-up letter from our conversation, which took place on Tuesday, June 10, 2025, with your attorney about the "Notice of Violations." and the Board of Trustees' approval of the Issuance of Notice of Violation on June 17, 2025, will specifically address the allegation that HCCTS "engaged in fiscal mismanagement" regarding the allegations listed below:

- *HCCTS terminated the lease effective November 30, 2024, with an agreement that obligates HCCTS to continue paying $33,639.80 in lease payments through April 30, 2026.*
- *HCCTS sold publicly funded equipment (valued at $52,494.34) to the City of Marysville for $1.00.*
- *The ongoing lease payments, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use constitute fiscal mismanagement.*
-

Below is the summary of the communication and timeline between HCCTS and TRUSD regarding Marysville 2. The information outlined below demonstrates HCCTS' commitment to transparent and honest communication. HCCTS requests that TRUSD re-examine the correspondence along with the information included in this letter and reconsider the allegation of financial mismanagement.

Item 14 of the timeline outlines the financial considerations relative to the mutual "Termination of the Lease" between the City of Marysville and HCCTS as two public entities. While we understand allegations related to the “initial lease,” please note that the lease has been terminated, resulting in a significant saving of ***$88,316*** to HCCTS. This is a financial benefit to HCCTS from the termination of the lease; therefore, it does not constitute fiscal mismanagement. We are hopeful this information will resolve the notice of violation related to this issue.

Marysville 2 – Lease, Oversight, and Financial Summary Timeline

1. **May 1, 2023 – Lease Execution**
   HCCTS entered into a lease with the City of Marysville for Bryant Field at $2,000/month with a 3% annual increase. Intended use: CTE training site (landscaping, sports officiating) and community events.

2. **June 24, 2023 – Sponsorship Event**
   HCCTS hosted "Highlands Night at the Ballpark" with approximately 250 attendees. This was the only event conducted under the $25,000 sponsorship agreement with the Marysville Drakes.

3. **March 14, 2024 – First TRUSD Notice of Concern**
   TRUSD raised concerns about the site's use, lack of student enrollment, and legality of the $25,000 sponsorship.

4. **April 5, 2024 – HCCTS Initial Response**
   HCCTS clarified CTE plans, defended the sponsorship as a marketing expense, and explained lease terms.

5. **June 17, 2024 – TRUSD Follow-Up Letter**
   TRUSD questioned the lease-before-enrollment practice and raised student health/safety concerns due to the site's outdoor-only nature.

6. **July 23, 2024 – HCCTS Second Response**
   HCCTS reiterated program planning steps, outlined the plan to expand officiating in August 2024, and confirmed indoor fallback at Marysville 1.

7. **August 15, 2024 – Third TRUSD Notice of Concern**
   TRUSD requested a final decision on the site's future and additional documentation on the sponsorship under Ed Code §47604.3.

8. **September 24, 2024 – HCCTS Response**
   HCCTS acknowledged staffing issues, stated that they had no knowledge of how the $25,000 was used by the Drakes, and confirmed lease termination discussions.

9. **October 16, 2024 – TRUSD Closure of Sponsorship Inquiry**
   TRUSD determined no further action was required regarding the sponsorship and asked to be informed of the lease status.

10. **November 30, 2024 – Lease Termination Executed**
    The lease was mutually terminated. HCCTS agreed to pay $33,639.80 in lease-equivalent payments through April 30, 2026, and transferred $52,494.34 in equipment to the City for $1, with rights to reclaim if HCCTS reuses the site.

11. **January 14, 2025 – HCCTS Lease Termination Report**
    HCCTS formally confirmed lease closure, financial commitments, and equipment disposition with the right of retrieval.

12. **February 19, 2025 – Final HCCTS Report**
    HCCTS documented the marketing event ("Highlands Night at the Ballpark"), confirmed equipment transfer, and noted the option to return if CTE programs are re-established.

13. **June 9, 2025 – TRUSD Notice of Violations and Revocation Consideration**
    TRUSD issued a formal letter identifying alleged violations by HCCTS, including:
    - Misuse of public funds for a private baseball team
    - Program inactivity during the lease term
    - Transfer of $52,000+ in equipment for $1
    - Continuation of lease-equivalent payments post-termination

Cost-Benefit Analysis of Lease Termination
HCCTS avoided projected long-term operational costs by exiting the lease:

Projected Costs: $367,872

- Landscaping: $232,488 – 36 months @ $6,458 – Always Green Landscaping
- Lease Payments: $74,184 – 36 months @ $2,000 – City of Marysville (with the 3% inflation increase)
- Utilities: $61,200 – 36 months @ $1,700 – City of Marysville, Cal Water, and PG&E

Actual Termination Costs: $86,134.14

- Lease-equivalent payments: $33,639.80
- Equipment transfer value: $52,494.34

Net Savings from Date of Lease Termination: $88,316

Please find our calculations below, as well as invoices related to the expenditure HCCTS had for Bryant Park. If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Marysville @ Lease Expenses Term: 05.01.23-04.30.26			
Date and Term	Lease - City of Marysville	Always Green Landscaping	Utilities - (City of Marysville, Cal Water Services, PG&E)
May-23	$ 2,000	$ 6,458	$ 1,700
Jun-23	$ 2,000	$ 6,458	$ 1,700
Jul-23	$ 2,000	$ 6,458	$ 1,700
Aug-23	$ 2,000	$ 6,458	$ 1,700
Sep-23	$ 2,000	$ 6,458	$ 1,700
Oct-23	$ 2,000	$ 6,458	$ 1,700
Nov-23	$ 2,000	$ 6,458	$ 1,700
Dec-23	$ 2,000	$ 6,458	$ 1,700
Jan-24	$ 2,000	$ 6,458	$ 1,700
Feb-24	$ 2,000	$ 6,458	$ 1,700
Mar-24	$ 2,000	$ 6,458	$ 1,700
Apr-24	$ 2,000	$ 6,458	$ 1,700
May-24	$ 2,060	$ 6,458	$ 1,700
Jun-24	$ 2,060	$ 6,458	$ 1,700
Jul-24	$ 2,060	$ 6,458	$ 1,700
Aug-24	$ 2,060	$ 6,458	$ 1,700
Sep-24	$ 2,060	$ 6,458	$ 1,700
Oct-24	$ 2,060	$ 6,458	$ 1,700
Nov-24	$ 2,060	$ 6,458	$ 1,700
Dec-24	$ 2,060	$ 6,458	$ 1,700
Jan-25	$ 2,060	$ 6,458	$ 1,700
Feb-25	$ 2,060	$ 6,458	$ 1,700
Mar-25	$ 2,060	$ 6,458	$ 1,700
Apr-25	$ 2,060	$ 6,458	$ 1,700
May-25	$ 2,122	$ 6,458	$ 1,700
Jun-25	$ 2,122	$ 6,458	$ 1,700
Jul-25	$ 2,122	$ 6,458	$ 1,700
Aug-25	$ 2,122	$ 6,458	$ 1,700
Sep-25	$ 2,122	$ 6,458	$ 1,700
Oct-25	$ 2,122	$ 6,458	$ 1,700
Nov-25	$ 2,122	$ 6,458	$ 1,700
Dec-25	$ 2,122	$ 6,458	$ 1,700
Jan-26	$ 2,122	$ 6,458	$ 1,700
Feb-26	$ 2,122	$ 6,458	$ 1,700
Mar-26	$ 2,122	$ 6,458	$ 1,700
Apr-26	$ 2,122	$ 6,458	$ 1,700
Total	$ 74,184	$ 232,488	$ 61,200
Grand Total Through Term of Lease			$ 367,872
Difference			**$ 88,316**

Marysville @ Lease Expenses Term: 05.01.23 - 11-30-24			
Date and Term	Lease - City of Marysville	Always Green Landscaping	Utilities - (City of Marysville, Cal Water Services, PG&E)
May-23	$ 2,000	$ 6,458	$ 1,700
Jun-23	$ 2,000	$ 6,458	$ 1,700
Jul-23	$ 2,000	$ 6,458	$ 1,700
Aug-23	$ 2,000	$ 6,458	$ 1,700
Sep-23	$ 2,000	$ 6,458	$ 1,700
Oct-23	$ 2,000	$ 6,458	$ 1,700
Nov-23	$ 2,000	$ 6,458	$ 1,700
Dec-23	$ 2,000	$ 6,458	$ 1,700
Jan-24	$ 2,000	$ 6,458	$ 1,700
Feb-24	$ 2,000	$ 6,458	$ 1,700
Mar-24	$ 2,000	$ 6,458	$ 1,700
Apr-24	$ 2,000	$ 6,458	$ 1,700
May-24	$ 2,060	$ 6,458	$ 1,700
Jun-24	$ 2,060	$ 6,458	$ 1,700
Jul-24	$ 2,060	$ 6,458	$ 1,700
Aug-24	$ 2,060	$ 6,458	$ 1,700
Sep-24	$ 2,060	$ 6,458	$ 1,700
Oct-24	$ 2,060	$ 6,458	$ 1,700
Nov-24	$ 2,060	$ 6,458	$ 1,700
Dec-24			
Jan-25			
Feb-25			
Mar-25			
Apr-25			
May-25			
Jun-25			
Jul-25			
Aug-25			
Sep-25			
Oct-25			
Nov-25			
Dec-25			
Jan-26			
Feb-26			
Mar-26			
Apr-26			
Total	$ 38,420	$ 122,702	$ 32,300
Grand Total Through Termination			$ 193,422
Lump Sum Lease Payment			$ 33,640
Cost of Equipment			$ 52,494
Total Cost with Lease Termination			**$ 279,556**

Docusign Envelope ID: 8B7573E5-7A97-48EF-9EEE-3D29933188BF

Always Green Landscaping

2122 Macaw Ln.
Rocklin, CA 95765
(916) 370-9123

To:
Highlands community charter (Rich Henning)
1333 Grand Ave.
Sacramento , CA 95838

Invoice #	1156
Invoice Date	10/02/2024
Payment Term	Due On Receipt
Amount Due	**$6,458.00**

Item	Quantity	Price	Tax1	Tax2	Line Total
Turf and field services for Bryant Park	1.0	$6,458.00			$6,458.00

Subtotal:	$6,458.00
Tax:	$0.00
Past Due Amount:	$0.00
Amount Due:	**$6,458.00**

Notes
Thank You For Your Business!

October 2024 Turf and field services for Bryant Park

This invoice is for approximately 3 acres of field maintenance. To be kept at a standard suitable for playing a high level of baseball.

Approved by: Christina Martinez

Docusigned by:
Christina Martinez
51C8C7C86CBE49A

Title: Associate Deputy Director

ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1418428356-3
Statement Date: 10/24/2024
Due Date: 11/12/2024

Details of Electric Charges

09/24/2024 - 10/22/2024 (29 billing days)

Service For: 1402 C ST
Service Agreement ID: 9280041352 BRYANT FIELD
Rate Schedule: B6 Bus Low Use Alt
Enrolled Programs: Peak Day Pricing Plan

09/24/2024 – 09/30/2024

Customer Charge	7 days @ $0.82136		$5.75
Energy Charges			
Peak	208.320000 kWh @ $0.65649		136.76
Off Peak	635.680000 kWh @ $0.39887		253.55
PDP Program Details			
Peak Usage Credits	208.320000 kWh @ -$0.07088		-14.77
Energy Commission Tax			0.25

10/01/2024 – 10/22/2024

Customer Charge	22 days @ $0.82136		$18.07
Energy Charges			
Peak	565.120000 kWh @ $0.42189		238.42
Off Peak	2,086.240000 kWh @ $0.37829		789.20
Energy Commission Tax			0.80

Total Electric Charges **$1,428.03**

Average Daily Usage (kWh / day)

Last Year	Last Period	Current Period
115.75	140.11	120.53

Rate Identification Number

USCA-PGPG-0712-0000
www.pge.com/rin
To program your smart device, scan the QR code or enter the RIN code above and follow the on-screen instructions.

Service Information

Meter #	1010034772
Total Usage	3,495.360000 kWh
Serial	R
Rotating Outage Block	50

Electric Usage This Period: 3,495.360000 kWh, 29 billing days

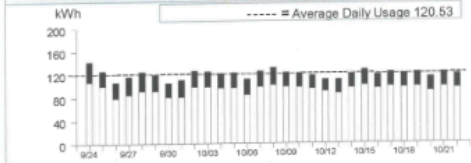

	Usage	Energy Charges
Peak[1]	22.12%	$375.16
Off Peak[2]	77.88%	$1,042.75
Super Off Peak[3]	0.00%	$0.00

[1]**Peak:** Year-round, Daily, 4:00pm-9:00pm
[2]**Off Peak:** Summer, 6/1-9/30, Daily, 9:00pm-4:00pm
Winter, 10/1-2/28, Daily, 9:00pm-4:00pm
Winter, 3/1-5/31, Daily, 9:00pm-9:00am and 2:00pm-4:00pm
[3]**Super Off Peak:** Winter, 3/1-5/31, Daily, 9:00am-2:00pm

Visit **www.pge.com/MyEnergy** *for a detailed bill comparison.*

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RECEIVED
SEP 24 2024
BY: SC

City of Marysville
526 C Street
Marysville CA 95901
Phone: 530-749-3901
Fax 530-749-3992

INVOICE

Billed To:
HIGHLANDS COMMUNITY CHARTER SCHOOL
1333 GRAND AVE
SACRAMENTO, CA 95838

DATE: 9/1/2024
INVOICE #: INV10813
DUE DATE: 10/1/2024
TOTAL DUE: 2,516.54

CUSTOMER ACCOUNT # : MS-0209

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
ELECTRICITY 8-16-24 TO 8-22-24	1.00	456.54	456.54
USE OF BRYANT FIELD OCT 2024	1.00	2,060.00	2,060.00
TOTAL THIS INVOICE			2,516.54

REMIT TO:
City of Marysville
526 C STREET
MARYSVILLE, CA 95901

Please include your account number with your payment

Docusign Envelope ID: 0E8E29B7-5D09-43DB-9BD1-01647BD743EB

NEWMARK

Termination of Lease

Lessor:	Alan Shera, an Individual	**Subject Property:**	406 9th Avenue, Suite 310, San Diego, CA 92101
Lessee:	Highlands Community Charter and Technical Schools, a California non-profit corporation	**Date:**	November 11, 2025

This Termination of Lease Agreement is made on 15th day of November 2025, between Alan Shera, an Individual ("Lessor") and Highlands Community Charter and Technical Schools, a California non-profit corporation ("Lessee").

WHEREAS, Lessor and Lessee entered into a written Lease, dated February 10, 2023 (the "Lease") for the real property located in the City of San Diego, County of San Diego, California, commonly known as 406 9th Avenue, Suite 310 (the "Premises"); and

WHEREAS, Lessor and Lessee each desires to terminate the Lease as set forth below, with the result that Lessor and Lessee are released and discharged from their respective rights and obligations under the Lease.

NOW THEREFORE, for the mutual promises contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. **Effective Date:**
The effective date of the termination of the Lease shall be November 15, 2025 or mutual execution date, whichever is later ("Effective Date").

2. **Termination Consideration:**
In consideration of the early termination of the Lease, Lessee shall pay to Lessor, upon execution of this Agreement, the sum of $10,913.50.

3. **Termination of Lease:**
Except as set forth below, on the Effective Date, the Lease shall be deemed in all instances and for all purposes to be fully and finally surrendered and terminated, and neither Lessor nor Lessee shall have any rights or obligations thereunder. Notwithstanding the foregoing, Lessor and Lessee shall be responsible for their respective obligations under the Lease which were due and payable prior to the Effective Date.

4. **Representations of Parties:**

   A. On the Effective Date, Lessee shall surrender possession of the Premises to Lessor in accordance with the terms and provisions of the Lease.

   B. Subject to the terms of the Lease regarding Lessor's right to make deductions from or keep the Security Deposit provided for therein, on the Effective Date Lessor shall return to Lessee such Security Deposit in cash or by check.

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C. Each party represents that it has not made any assignment, sublease, transfer, conveyance or other disposition of (i) the Lease, (ii) any interest in the Lease, or (iii) any claim, demand, obligation, liability, action or cause of action rising from the Lease.

5. **Release of Liability:**

A. Subject to the terms hereof, as of the Effective Date Lessor and Lessee each hereby releases and forever discharges the other, and their respective officers, directors, employees, agents, attorneys, successors, and assigns, and each of them, from and against any and all claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever, whether or not known, suspected or claimed, arising from or relating to the Lease.

B. This Agreement is executed pursuant to a compromise and settlement entered into by the parties hereto without any admission of liability to the other, but solely for the purpose of avoiding costly litigation on disputed claims as well as further uncertainty, controversy and legal expense.

C. Each party expressly waives all rights and remedies under Section 1542 of the Civil Code of the State of California which provides as follows:

- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

D. Each party fully understands that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts which it now believes to be true, this Agreement shall be and remain effective notwithstanding such differences in facts.

E. Each party has read and understands this Agreement and the mutual releases contained herein, and they have freely and voluntarily entered into this Agreement upon such advice and counsel as they deem appropriate.

6. **Broker's Fee:**
In consideration of brokerage services performed by Cornish & Carey Commercial, a California corporation doing business as Newmark ("Broker") for Lessor and/or Lessee, Lessee shall pay to Broker, immediately upon execution of this Agreement by both Lessor and Lessee, a Broker's Fee equal to $0.

7. **Miscellaneous:**

A. This Agreement contains the entire Agreement and understanding concerning the subject matter among the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the parties hereto acknowledges that no other party, nor any agent nor attorney of any party, has made any promise, representations,

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NEWMARK

Termination of Lease

or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, and acknowledges that he or it has not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.

B. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California, without giving effect to the conflict of law principles thereof. Any dispute between the parties hereto relating to or arising out of this Agreement shall be decided by final and binding arbitration conducted in Palo Alto, California pursuant to the rules and regulations of the American Arbitration Association, as then in effect.

C. If either party commences an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs of suit.

D. This Agreement shall be binding on and inure to the benefit of the parties and their assignees, transferees, personal representatives, heirs or other persons or entities succeeding lawfully and pursuant to the provision of this Agreement to the rights or obligations of either party.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee have executed this Termination of Lease Agreement as of the date first above written.

Lessor: Alan Shera, an Individual

DocuSigned by:
By: Alan Shera
FD254E6284AA406...

Date: 11/14/2025 | 12:56 PM PST

Lessee: Highlands Community Charter and Technical Schools, a California non-profit corporation

Signed by:
By: Jonathan Raymond
19E2F101A4BB453...

Date: 11/13/2025 | 9:58 AM PST

By: _____

Date: _____

NOTICE TO LESSOR AND LESSEE: CORNISH & CAREY COMMERCIAL DBA NEWMARK, IS NOT AUTHORIZED TO GIVE LEGAL OR TAX ADVICE; NOTHING CONTAINED IN THIS AGREEMENT OR ANY DISCUSSIONS BETWEEN NEWMARK AND LESSOR AND/OR LESSEE SHALL BE DEEMED TO BE A REPRESENTATION OR RECOMMENDATION BY NEWMARK, OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR ANY TRANSACTION RELATING HERETO. ALL PARTIES ARE ENCOURAGED TO CONSULT WITH THEIR INDEPENDENT FINANCIAL CONSULTANTS AND/OR ATTORNEYS REGARDING THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

HCCS - 4669

Printed

Highlands Charter
1111 Howe Ave Suite 505
Sacramento, CA 95825
(916) 844-2283

ADVICE NO: DDP-00003179
ISSUE DATE: 11/17/2025

AMOUNT
$10,913.50

Deposited: FIRST REPUBLIC BANK Account Number: **********3883**

TO
Alan Shera
261 N. Highway 101 #1019
Solana Beach, CA 92075

Vendor: (ALA001/1)

INVOICE DATE	INVOICE NUMBER	REF NUMBER	DESCRIPTION	INVOICE AMOUNT
11/15/2025	1115251091350Q	BPO26-00035	Termination of Lease - 406 9th Ave, San Diego, CA	10,913.50


406
Ninth Avenue
SAN DIEGO, CA
@ THE CORNER OF
WORK & PLAY!
NEWMARK

PROPERTY HIGHLIGHTS

- Urban / industrial office suite built above the historic TR Produce warehouse in San Diego's East Village
- ±1,068 square feet
- Master lease expires February 28, 2026
- Includes a dedicated balcony with unparalleled views of Petco Park
- Open floor plan with private restroom
- Modern, highend finishes
- Walking distance to restaurants, hotels and entertainment venues
- Convenient transit access to I-5, I-8, 94, 163 and 15





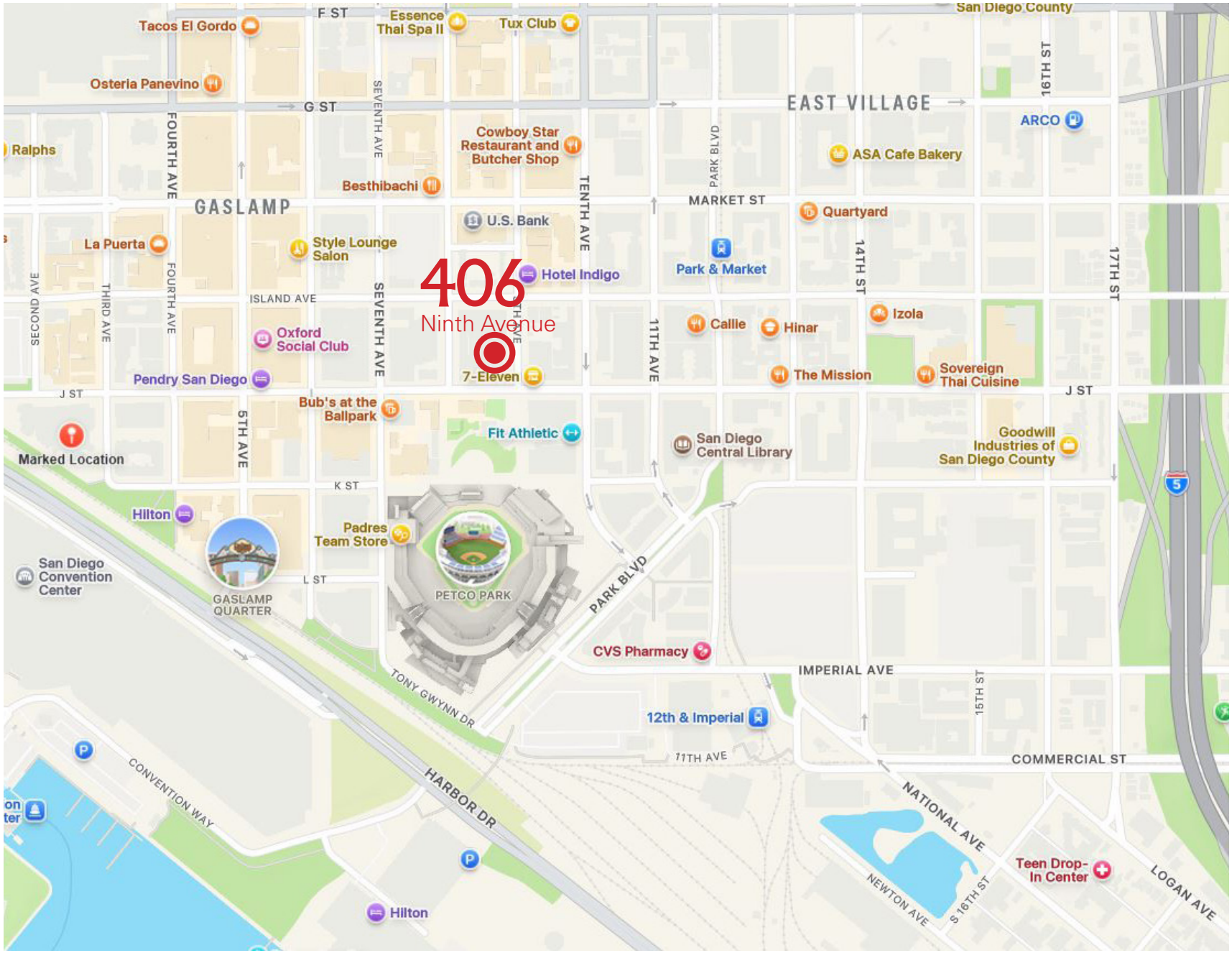
406
Ninth Avenue
F ST
G ST
J ST
K ST
L ST
Tacos El Gordo
Essence Thai Spa II
Tux Club
Osteria Panevino
Ralphs
GASLAMP
EAST VILLAGE
Cowboy Star Restaurant and Butcher Shop
Besthibachi
U.S. Bank
ASA Cafe Bakery
ARCO
Quartyard
Park & Market
La Puerta
Style Lounge Salon
Hotel Indigo
Oxford Social Club
Pendry San Diego
7-Eleven
Callie
Hinar
Izola
The Mission
Sovereign Thai Cuisine
Bub's at the Ballpark
Fit Athletic
Marked Location
San Diego Central Library
Goodwill Industries of San Diego County
Hilton
Padres Team Store
San Diego Convention Center
GASLAMP QUARTER
PETCO PARK
CVS Pharmacy
12th & Imperial
IMPERIAL AVE
COMMERCIAL ST
TONY GWYNN DR
CONVENTION WAY
HARBOR DR
NATIONAL AVE
Teen Drop-In Center
LOGAN AVE
NEWTON AVE
FOURTH AVE
FIFTH AVE
SECOND AVE
THIRD AVE
SEVENTH AVE
TENTH AVE
ELEVENTH AVE
PARK BLVD
MARKET ST
ISLAND AVE
16TH ST
14TH ST
17TH ST
15TH ST
S 16TH ST
11TH AVE

406
Ninth Avenue

SUITE 310 ±1,068 SF

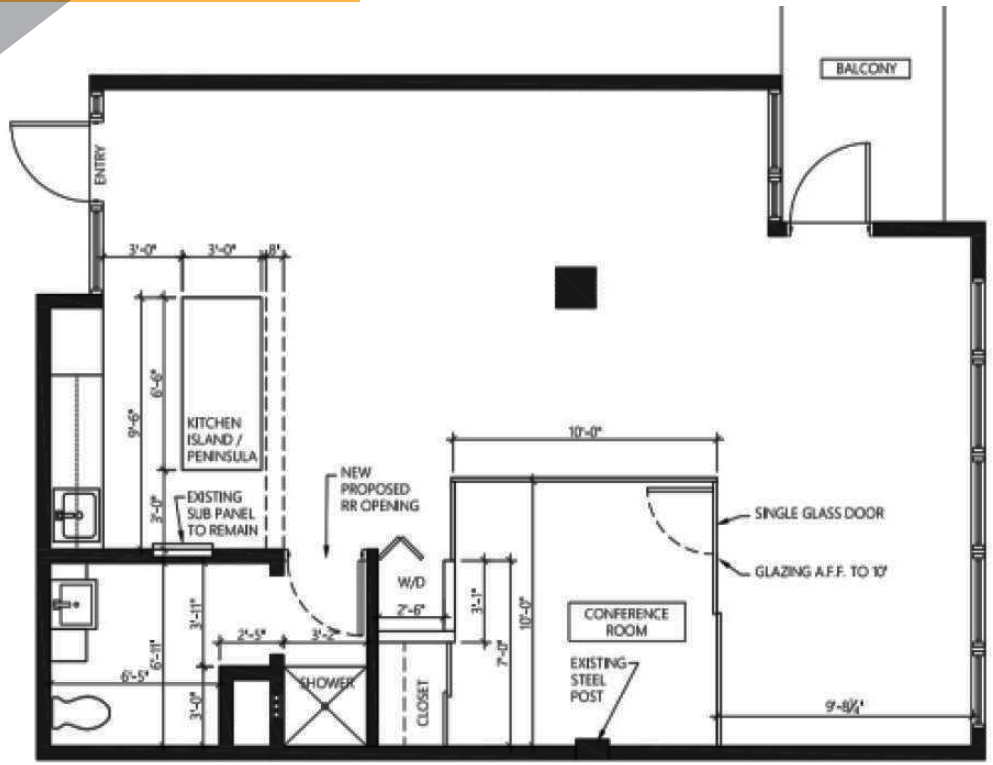

EXISTING FLOOR PLAN

- Open Area
- Private restroom
- Master lease expires February 28, 2026

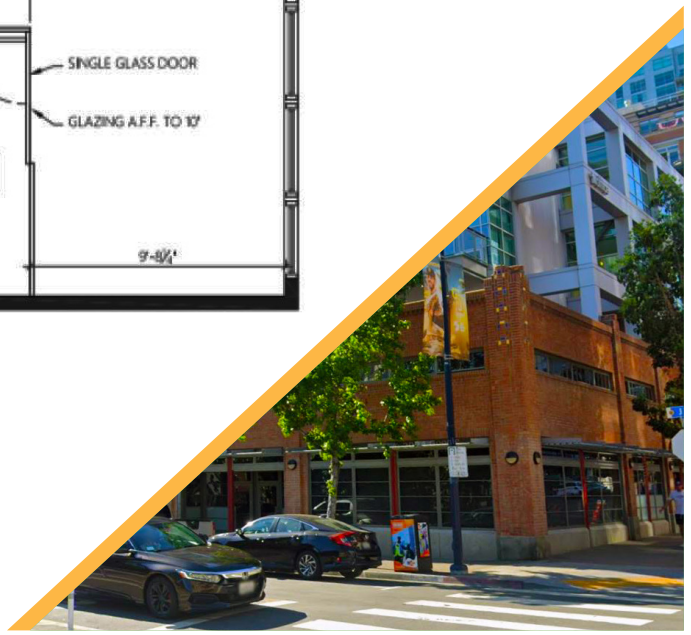


406
Ninth Avenue
SAN DIEGO, CA
The distributor of this communication is performing acts for which a real estate license is required. The information contained herein has been obtained from sources deemed reliable but has not been verified and no guarantee, warranty or representation, either express or implied, is made with respect to such information. Terms of sale or lease and availability are subject to change or withdrawal without notice. 06/2025
NEWMARK
LUCAS LUGO
916-569-2322
lucas.lugo@nmrk.com
CA RE License #01916673
JACK BLACKMON
916-569-2372
jack.blackmon@nmrk.com
CA RE License #01999561
JODIE ROBINSON
916-569-2318
jodie.robinson@nmrk.com
CA RE License #02214357

AIR CRE contracts

EXCLUSIVE LISTING AGREEMENT FOR SUBLEASE OF REAL PROPERTY

(Non-Residential)

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("**Agreement**"), dated for reference purposes only March 27, 2025, is made by and between Highlands Community Charter and Technical Schools, a California non-profit corporation, whose address is 406 9th Avenue, Suite 310, San Diego, CA 92101, telephone number ____, Fax No. ____ ("**Sublessor**"), and Cornish & Carey Commercial, a California corporation dba Newmark, whose address is 980 Ninth St., #2500, Sacramento, CA 95814, telephone number 916-569-2372, ~~Fax No~~. Email: jack.blackmon@nmrk.com ("**Agent**").

1.2 **Master Lease**: That certain lease dated February 10, 2023, which lease was amended on the following dates NONE (if there are no amendments, write "NONE") ("**Master Lease**"), entered into by and between Alan Shera, an Individual, as lessor ("Master Lessor") and Highlands Community Charter and Technical Schools, a California non-profit corporation, as lessee. (See also Paragraph 3.)

1.3 P**roperty**: The real property which is the subject of this Agreement, which consists of (check the appropriate box) ☑ all or ☐ a part of the premises leased to Sublessor under the Master Lease, is commonly known as (street address, city, state, zip) 406 9th Avenue, Suite 310, San Diego, CA 92101, located in the County of San Diego, and generally described as (describe briefly the nature of the property): office space ("**Property**"). (See also Paragraph 3)

1.4 **Term of Agreement**: The term of this Agreement shall commence on April 1, 2025 and expire at 5:00 p.m. on February 28, 2026 ("**Term**").

1.5 **Sublease Terms**: Agent is employed to sublease all or a portion of the Property on the following terms: All of the subject space, Suite 310 or such other terms as may be agreeable to Sublessor.

1.6 As used herein the term Sublease shall include: (1) a Sublease of all or any portion of the Property for all or any portion of Sublessor's lease term; (2) an assignment of all or any portion of Sublessor's lease or lease term; or (3) any other transaction or event which causes or allows Sublessor's liability under the lease to be reduced or terminated, including without limitation lease termination for any reason and/or Master Lease buyout.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Sublessor hereby employs Agent as Sublessor's sole and exclusive agent to represent Sublessor in subleasing the Property. Agent shall use reasonably diligent efforts to find a sublessee. All negotiations and discussions relating to subleasing shall be conducted by Agent on behalf of Sublessor. Sublessor shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Sublessor from any source regarding a possible sublease of the Property.

2.2 Sublessor authorizes Agent to:

(a) Place advertising signs on the Property;

(b) Place a lock box on the Property if vacant;

(c) Accept deposits from potential Sublessees; and

(d) Communicate the availability of the Property for sublease and distribute all information regarding the Property to participants in THE MULTIPLE ("**MULTIPLE**") of AIR CRE ("**AIR**") and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential sublessees. Agent shall not, without Sublessor's consent, disclose the monetary terms of the Master Lease. Unless otherwise instructed, Agent shall censor the Master Lease's monetary terms prior to its distribution. Sublessor shall identify as "confidential" any communication or information provided to Agent that Sublessor considers confidential and does not want disclosed. All other information provided by Sublessor may be disclosed as Agent may deem appropriate or necessary. Agent may publicize the terms of any consummated sublease.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property as available for sublease to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "**Cooperating Broker**"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this

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Agreement against Sublessor or Agent.

2.4 If Agent finds a prospective sublessee for all or a part of the Property, Sublessor hereby authorizes Agent also to represent and act as the agent for such sublessee and Sublessor consents to such dual agency. If a Cooperating Broker finds such a sublessee, then Agent shall act as agent for Sublessor only, the Cooperating Broker shall act as agent for the sublessee only, and the Cooperating Broker shall not be Sublessor's agent, even though the Cooperating Broker may share in the commission paid by Sublessor to Agent. A Cooperating Broker shall not be an agent or subagent of Sublessor or Agent. Sublessor hereby agrees that Agent may represent and act as the agent for the Master Lessor, and Sublessor consents to such multiple agency.

2.5 Sublessor understands that Agent may also represent other lessors and lessees/sublessees with regard to competing properties.

3. PROPERTY; MASTER LEASE.

3.1 The term "Property" shall include all of the following which are owned by Sublessor, currently on or in the Property, and are permitted to be transferred under the Master Lease: permanent improvements, electrical distribution systems, power panels, buss ducting, conduits, disconnects, lighting fixtures, telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, and built-ins, such as cabinets.

3.2 Sublessor shall fully and timely perform all of Sublessor's obligations under the Master Lease and maintain the Master Lease in good standing.

3.3 Within 5 business days after the commencement of the Term hereof, Sublessor shall provide Agent with the following:

(a) A true, correct and complete copy of the Master Lease including any amendments or prior assignments;

(b) A duly completed and fully executed Estoppel Certificate on the most current form published by the AIR;

(c) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR (modified by changing the reference to "Owner" in such form to Sublessor);

(d) Copies of other documents containing any limitations on Sublessor's right, ability and capacity to consummate a sublease; and

(e) If available to Sublessor, copies of building plans for the Property.

3.4 Agent shall have no responsibility for maintenance, repair, replacement, operation or security of the Property, all of which shall be Sublessor's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Sublessor, anyone in possession of the Property or any sublessee or prospective sublessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. COMMISSION.

4.1 Sublessor shall pay Agent a commission ☑ in the amount of 7.5% ☐ in accordance with the commission schedule attached hereto ("**Agreed Commission**") for a sublease of the Property, whether such sublease is consummated as a result of the efforts of Agent, Sublessor or other persons or entities. Such Agreed Commission is payable when:

(a) A sublease for the Property or a portion thereof is executed; or

(b) The Master Lease is voluntarily or involuntarily terminated or Sublessor is relieved of future liability for rent under the Master Lease, whether by cancellation, Master Lessor's exercise of any of its rights under the Master Lease or otherwise; or

(c) Sublessor (i) removes or withdraws the Property from the market; (ii) acts as if the Property is not available for a sublease; (iii) treats the Property as not available for a sublease; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; (vi) changes the Master Lease (including, without limitation, reduction of the term of the Master Lease) or changes the physical condition of the Property, which such changes adversely impact the value, use, desirability, leasability or marketability of the Property; or (vii) terminates, cancels, repudiates, surrenders, breaches or defaults of its obligations under the Master Lease.

4.2 If Master Lessor's consent or approval of a sublease is required, then Sublessor shall, at Sublessor's sole cost and expense, use Sublessor's reasonable best efforts to obtain such consent or approval, and Agent shall not be entitled to the Agreed Commission for such sublease unless Master Lessor's consent or approval is obtained or waived by Sublessor and sublessee.

4.3 In calculating the Agreed Commission, all forms of consideration payable to Sublessor shall be considered, including, without limitation, Rent, goodwill and key money. If Sublessor is released from future rent liability under the Master Lease, the Agreed Commission shall be calculated on the basis of the total Rent which otherwise would have been due from Sublessor for the remaining term of the Master Lease.

5. ALTERNATIVE TRANSACTION. Agent shall also be Sublessor's sole and exclusive agent for an assignment of Sublessor's interest in the Master Lease ("**Alternative Transaction**") and represent Sublessor in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Sublessor shall pay Agent

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the Agreed Commission.

6. EXCLUDED AND REGISTERED PERSONS.

6.1 Sublessor shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Sublessor by any other broker under any prior agreement concerning subleasing of the Property ("**Excluded Persons**", see Paragraph 6.5). If any such names are so provided, then the Commission paid to Agent with respect to consummation of a transaction with an Excluded Person shall be limited as follows: if such transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to one-half of the Agreed Commission. If no names are provided as specified, it shall be conclusively deemed that there are no Excluded Persons.

6.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Sublessor, in writing, with the names of those persons or entities with whom Agent either directly or through another broker had negotiated for a sublease of the Property during the term hereof ("**Registered Persons**", see Paragraph 6.5). Those persons or entities who submitted written offers or letters of intent for a sublease of the Property shall, however, automatically be Registered Persons. If Agent fails to timely notify Sublessor of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. If Agent wishes to register the client of a Cooperating Broker, Agent must obtain and submit to Sublessor written approval of such registration signed by such Cooperating Broker. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Sublessor hereby consents to any such Dual Agency.

6.3 If, within 180 days after the expiration of the Term hereof, Sublessor enters into a contract with a Registered Person for consummation of a sublease of the Property, then Sublessor shall pay Agent the Agreed Commission for such sublease upon the consummation of such sublease.

6.4 If, within 180 days after the expiration of the Term hereof, Sublessor enters into another sublessor-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Sublessor shall provide to Sublessor's new broker the names of the Registered Persons, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a sublease of the Property with a Registered Person.

6.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

7. SUBLESSOR'S REPRESENTATIONS.

7.1 Sublessor represents and warrants as follows:

(a) Each person executing this Agreement on behalf of Sublessor has the full right, power and authority to execute this Agreement as or on behalf of Sublessor;

(b) Sublessor has the full right, power and authority to execute and deliver this Agreement, to consummate a sublease of the Property and to perform Sublessor's obligations hereunder;

(c) The execution, delivery and performance of this Agreement by Sublessor or Agent will not breach any provision of the Master Lease;

(d) Sublessor is not the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Sublessor's right, ability and capacity to consummate a sublease of the Property, except as disclosed in writing pursuant to Paragraph 3.3(d).

8. SUBLESSOR'S ACKNOWLEDGMENTS. Sublessor acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and the subletting of the Property, as well as the condition and/or legality of the Property, including, but not limited to, the environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Sublessor and Agent. Sublessor further acknowledges that in determining the financial soundness of any prospective Sublessee or security offered, Sublessor will rely solely upon Sublessor's own investigation, notwithstanding Agent's assistance in gathering such information.

9. MISCELLANEOUS.

9.1 This Agreement shall not be construed either for or against Sublessor or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

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9.2 All payments by Sublessor to Agent shall be made in lawful United States currency. If Sublessor fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

9.3 In the event of litigation or arbitration between Sublessor and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

9.4 Sublessor agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Sublessor to make a full and complete disclosure pursuant to law and paragraph 3.3 or as a result of the fact that any of the representations made by Sublessor (see paragraph 7) were not true at the time that this Agreement was signed.

9.5 Sublessor hereby releases and relieves Agent, and waives Sublessor's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Sublessor, whether or not due to the negligence of Agent.

9.6 Sublessor agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.4) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

10. ARBITRATION OF DISPUTES.

10.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: ☑ THE AMERICAN ARBITRATION ASSOCIATION OR ☐ ____ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

10.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

10.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____ Sublessor's Initials

_____ Agent's Initials

10.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 10.3.

11. **Additional Provisions.** Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs ____ through ____ (if there are no additional provisions write "NONE"):

____

12. **Disclosures Regarding the Nature of a Real Estate Agency Relationship.** When entering into an agreement with a real estate agent a Sublessor should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Sublessor's Agent*. A Sublessor's agent may act as an agent for the Sublessor only. A Sublessor's agent or subagent has the following affirmative obligations: To the Sublessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. To a

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potential buyer/lessee and the Sublessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Agent Representing Both Parties*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Sublessor as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Sublessor will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Sublessor from the responsibility to protect its own interests. Sublessor should carefully read all agreements to assure that they adequately express its understanding of the transaction.

Dated: ____

SUBLESSOR
Highlands Community Charter and Technical Schools, a California non-profit corporation

By: _____
Name Printed: ____
Title: ____

Dated: ____

AGENT
Cornish & Carey Commercial, a California corporation dba Newmark

By: _____
Name Printed: Chris Lemmon
Title: Executive Vice President
Broker DRE License #: 00832933
Agent DRE License #: 01506816
Address: 980 Ninth St., #2500, Sacramento, CA 95814
Phone: 916-569-2372
Fax: Email: jack.blackmon@nmrk.com
Email: ____

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AIRCRE contracts

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with

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this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ SubLessor ☐ Lessee _____ Date: ____

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: ____

Agent: Cornish & Carey Commercial a California Corporation dba Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By:

_____ DRE Lic. #: 01999561 Date: 3.27.25
(Salesperson or Broker-Associate)
Jack Blackmon

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. **(a)** A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

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2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Highlands Charter
1333 Grand Ave
Sacramento, CA 95838
(916) 844-2283

ADVICE NO: 102418
ISSUE DATE: 01/24/2025

AMOUNT
$31,579.80

Deposited: {} Account Number:

TO **City of Marysville**
526 C Street
Marysville, CA 95901

Vendor: (CIT004/1)

INVOICE DATE	INVOICE NUMBER	REF NUMBER	DESCRIPTION	INVOICE AMOUNT
11/30/2024	1130243157900	PO25-01502	1/1/25-4/30/26 Closing Payments	31,579.80

MUTUAL TERMINATION OF LEASE AGREEMENT

RECITALS

Whereas, City of Marysville, a municipal corporation ("City") and Highlands Community Charter Technical Schools ("Lessee") entered into a lease ("Lease"), made effective May 1, 2023, of a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Whereas, City and Lessee now mutually agree to terminate the Lease upon the terms of this agreement ("Agreement") set forth herein.

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this "Termination Agreement", and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Lessee (collectively, "Parties") hereby agree as follows:

1. **Termination of Agreement.** Effective November 30, 2024 ("Termination Date"), the Parties agree to terminate the Agreement. The Agreement shall have no force or effect after the Termination Date.

2. **Consideration.** City shall continue to receive payment equal lease payments from Lessee from December 1. 2024, through April 30, 2026, in the amount of $33,639.80.

   Minus Dec Rent Paid - Ck #102014

   - City shall also have the ability to lease the Property to another lessee as of the Termination Date.
   - The Lessee will sell certain equipment (Exhibit A) to the City for $1.00 (one dollar and no cents), with the option of having it returned if the Lessee leases the Property in the future. City expressly acknowledges this option and the potential for Lessee to lease the Property in the future, subject to mutual agreement of the Parties.

3. **Effect of Termination on Agreement.** Except as expressly provided in this Agreement, the Parties acknowledge and agree that their respective rights and obligations under the Lease are terminated, aside from claims which might be the subject of indemnity obligations, which shall survive until the claims are resolved.

4. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Agreement, this Termination Agreement, and the consummation of the transactions contemplated hereby.

5. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under the Agreement to any third party. Each Party represents that the execution and delivery of this Termination Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.

6. **No Admission of Liability.** City and Lessee expressly agree and acknowledge that their entering into this Termination Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wronging with respect to the Agreement.

7. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Termination Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Termination Agreement, and to evidence the termination of the Agreement, and to release all obligations and liabilities of the Parties thereunder.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS TERMINATION AGREEMENT AS OF THE TERMINATION DATE.

CITY OF MARYSVILLE

By: _____
JIM SCHAAD, City Manager
City of Marysville

HIGHLANDS COMMUNITY CHARTER TECHNICAL SCHOOL

By: _____
BILL MCGUIRE, Executive Director
Highlands Community Chater Technical School

ATTEST

By: _____
NADINE SIMS, City Clerk
City of Marysville

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

PURCHASE ORDER

PO25-01502

Show this number on all invoices, packages and correspondence

Page 1 of 1

Order Date: 01/21/2025

(916) 844-2283

BILL TO:
Accounts Payable
1333 Grand Ave
Sacramento, CA 95838

ORDERED FROM: **Vendor # CIT004**
City of Marysville
526 C Street
Marysville, CA 95901

SHIP TO:
Arden Way
901 Arden Way
Sacramento, CA 95815

Vendor Phone Vendor FAX

DATE REQUIRED	F.O.B	CUSTOMER ACCOUNT #	REQUISITIONER	REQUISITION #
			Marques Reed	VR25-02159

SHIP VIA	TERMS OF PAYMENT	QUOTE #	ORDER LOCATION
	Net 30		051 - Capitol Mall

LINE	DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION
1	January 1st '25 - April 30th 2026 - Closing Payments	1	EACH	31,579.80	$31,579.80
	Order Sub-Total				$31,579.80
	Sales Tax 8.75%				.00
	Shipping				.00
	Discount/Adjustment				.00
	Order Total				**$31,579.80**

VENDORS PLEASE FOLLOW THESE INSTRUCTIONS

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES.

Send invoices to purchasing@hccts.org and ap@hccts.org

Claims cannot be approved for payment unless the PO number is part of the claim and every invoice has the proper affidavit attached.

SHIPPING INSTRUCTIONS:

1. C.O.Ds are not to be accepted.
2. Purchase Order number must appear on all shipping labels.
3. All Items MUST be received before June 30th or will be automatically cancelled.

Vendor

PO25-01502

Exhibit A
Marysville Equipment Inventory List - 11/20/24

Item Description	Purchase Cost	Purchase Date
2008 TORO 5510 Fairway Mower	$ 5,500.00	May-23
JOHN DEERE 220 E - Hybrid Mower	$ 4,690.67	May-23
JOHN DEERE 1200A	$ 22,385.79	Sep-23
BOBCAT Diesel Utility Vehicle - UV34	$ 19,917.88	May-23

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Highlands Charter
1333 Grand Ave
Sacramento, CA 95838
(916) 844-2283

ADVICE NO: 103271
ISSUE DATE: 05/07/2025

AMOUNT
$1,782.01

Deposited: {} Account Number:

TO **City of Marysville**
526 C Street
Marysville, CA 95901

Vendor: (CIT004/1)

INVOICE DATE	INVOICE NUMBER	REF NUMBER	DESCRIPTION	INVOICE AMOUNT
12/01/2024	INV10941	BPO25-00101	Utilities for Bryant Field Oct '24 - Nov '24	1,782.01

City of Marysville
526 C Street
Marysville CA 95901
Phone: 530-749-3901
Fax 530-749-3992

INVOICE

BPO25-00101

Billed To:
HIGHLANDS COMMUNITY CHARTER SCHOOL
1333 GRAND AVE
SACRAMENTO, CA 95838

DATE: 12/1/2024
INVOICE #: INV10941
DUE DATE: 1/15/2025
TOTAL DUE: 1,782.01

CUSTOMER ACCOUNT # : MS-0209

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
ELECTRICITY 10-23-24 - 11-20-24	1.00	1,017.57	1,017.57
WATER 10-10-24 - 11-7-24	1.00	764.44	764.44
TOTAL THIS INVOICE			1,782.01

REMIT TO:
City of Marysville
526 C STREET
MARYSVILLE, CA 95901

Please include your account number with your payment

Highlands Community Charter School Utility Billing Summary - Bryant Field

	Service Address	Meter #	Service Dates	Total Charges	# of Days	Average Daily Use	Dates Responsible	# of Days Used	Billed Owed
Water	1431 C Street	95203212	10-10-24 to 11-7-24	$ 764.44	29	$ 26.36	10-10-24 to 11-7-24	29	$764.44
							Total water from 10-10-24 to 11-7-24		$764.44
Electricity	1402 C Street	1010034772	10-23-24 to 11-20-24	$ 1,017.57	29	$ 35.09	10-23-24 to 11-20-24	29	$1,017.57
							Total electricity from 10-23-24 to 11-20-24		$1,017.57
							Total utility reimbursement due to City of Marysville		$1,782.01

ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1418428356-3
Statement Date: 11/21/2024
Due Date: 12/09/2024

Details of Electric Charges

10/23/2024 - 11/20/2024 (29 billing days)

Service For: 1402 C ST
Service Agreement ID: 9280041352 BRYANT FIELD
Rate Schedule: B6 Bus Low Use Alt
Enrolled Programs: Peak Day Pricing Plan

10/23/2024 – 11/20/2024

Customer Charge	29	days	@ $0.82136	$23.82
Energy Charges				
Peak	549.280000	kWh	@ $0.42189	231.74
Off Peak	2,012.320000	kWh	@ $0.37829	761.24
Energy Commission Tax				0.77

Total Electric Charges **$1,017.57**

Average Daily Usage (kWh / day)

Last Year	Last Period	Current Period
98.26	120.53	88.33

Rate Identification Number

USCA-PGPG-0712-0000

www.pge.com/rin

To program your smart device, scan the QR code or enter the RIN code above and follow the on-screen instructions.

Service Information

Meter #	1010034772
Total Usage	2,561.600000 kWh
Serial	R
Rotating Outage Block	50

Electric Usage This Period: 2,561.600000 kWh, 29 billing days

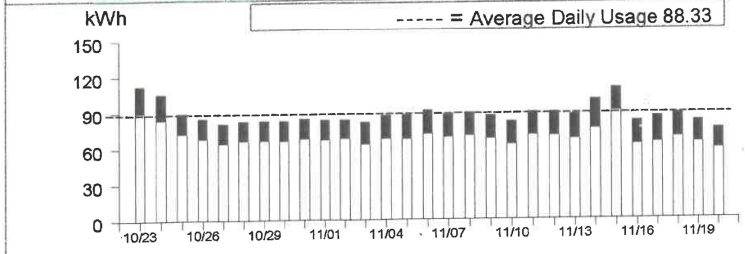

	Usage	Energy Charges
Peak[1]	21.44%	$231.74
Off Peak[2]	78.56%	$761.24
Super Off Peak[3]	0.00%	$0.00

[1]**Peak:** Year-round, Daily, 4:00pm-9:00pm
[2]**Off Peak:** Summer, 6/1-9/30, Daily, 9:00pm-4:00pm
Winter, 10/1-2/28, Daily, 9:00pm-4:00pm
Winter, 3/1-5/31, Daily, 9:00pm-9:00am and 2:00pm-4:00pm
[3]**Super Off Peak:** Winter, 3/1-5/31, Daily, 9:00am-2:00pm

Visit **www.pge.com/MyEnergy** *for a detailed bill comparison.*

Account Number: 9644266666 Billing Date: 11/14/24

Service Address: 1425 F St, Marysville, CA 95901

Cal Water services detail
from 10/4/24 - 11/1/24

1-1/2" service charge	$159.00
21.00 CCF at $3.2981 per CCF	$69.26
CPUC Fee	$1.64
Other Charges & Credits	$6.18
Public Purpose Programs	$7.56
Charges, Fees and Taxes Total	**$243.64**

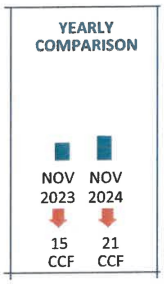

Water service detail

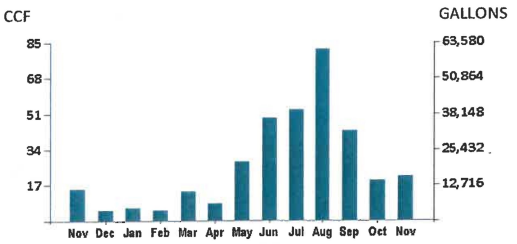

1 CCF is 100 cubic feet (748 gallons)

METER #: 62447116

Current	Previous	Total Use
Date 11/01/24	Date 10/03/24	21 CCF/ 15,708 Gallons
Read 1491	Read 1470	

Next Scheduled Read Date: 12/04/24

Service Address: 1431 C St, Marysville, CA 95901

Cal Water services detail
from 10/10/24 - 11/7/24

3" service charge	$477.00
72.00 CCF at $3.2981 per CCF	$237.46
CPUC Fee	$5.15
Other Charges & Credits	$21.17
Public Purpose Programs	$23.66
Charges, Fees and Taxes Total	**$764.44**

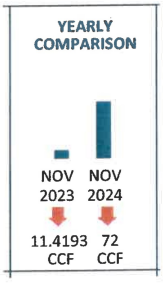

Water service detail

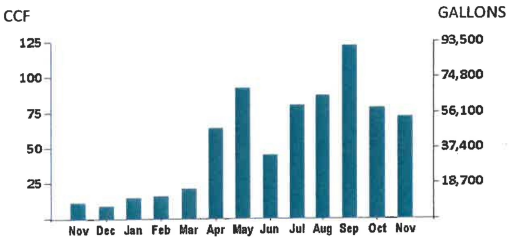

1 CCF is 100 cubic feet (748 gallons)

Bill continued on next page

HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

Inv10941

4 messages

Kristy Herbert <kherbert@marysville.ca.us> Tue, Apr 29, 2025 at 11:24 AM
To: Accounts Payable Accounts Payable <ap@hccts.org>

Hello,

The invoice you requested is attached. Please let me know if you have any questions.

Have a great day!

Thank you,

Kristy Herbert

Accountant

City of Marysville

526 C Street

Marysville, CA 95901

(530) 749-3933

Inv10941.pdf
744K

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Apr 29, 2025 at 11:27 AM
To: Kristy Herbert <kherbert@marysville.ca.us>

Thank you, can you also provide a copy of the PG&E and Water Statement?

Thanks,

De'Onna Jack

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

[Quoted text hidden]

Kristy Herbert <kherbert@marysville.ca.us> Tue, Apr 29, 2025 at 11:33 AM
To: Accounts Payable Accounts Payable <ap@hccts.org>

Hello,

The statements are attached.

[Quoted text hidden]

SKM_C450i25042911250.pdf
306K

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Apr 29, 2025 at 11:34 AM
To: Kristy Herbert <kherbert@marysville.ca.us>

Great,

Thanks,

De'Onna Jack

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

[Quoted text hidden]

Item #08

Date: June 20, 2023

To: Mayor and City Council

From: Dan Flores, Community Development Director
Jim Schaad, City Manager

Subject: Lease Agreement for Bryant Field

Recommendation:

Pass a Motion to approve a Lease Agreement for Bryant Field, between the City of Marysville and Highlands Community Charter School.

Background:

Highlands Community Charter School is a Public Adult Community Charter School with a strong presence in the Sacramento and San Diego Region as well as a branch located in the City of Marysville. An important component of the mission of Highlands is building legacies leading to self-sufficiency and generational change through strong community partnerships. Highlands has expressed a desire to lease Bryant Field as a training and event facility, further enhancing its partnership commitment with the City of Marysville.

Discussion and Analysis:

Highlands Community Charter School is an Adult Charter School with over 13,000 students and 30 locations throughout the State of California. Highlands has demonstrated a strong commitment and substantially invested in improving and maintaining Bryant Field. Highlands' commitment and investment have made it possible for the Marysville Drakes Baseball Team to safely play baseball on the field. The Drakes are part of a larger independent professional baseball league called the "Pecos League" with 16 teams throughout the United States including 8 teams in California. The improvements have also created a more attractive environment for other potential events at the ballpark.

Highlands recognized the benefit of training students at Bryant Field and utilizing the stadium for large events related to their school. The City created a mutually beneficial lease agreement. The lease agreement is to be effective May 1, 2023, as Highlands did some maintenance and improvements beginning on that date.

Some key terms of the lease agreement include 1) The lease is for 3 years with the option for renewal. 2) The lease rate is $2,000 per month with a 3% increase each year. 3) The Lessee (Highlands) will be solely responsible for all maintenance and City-approved improvements to the ballpark or field. 4) The Lessee is responsible for all utility expenses (water, sewer, electricity, gas) during the term of the lease. 5) The City will maintain the right to continue holding community and other reserved events at the ballpark under the terms indicated in the lease agreement. 6) All billboards, banners, and other forms of advertising including electronic billboards must be pre-approved by the City. 7) Lessee will have naming rights

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $2,000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the

defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies: Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements: Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2023 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No Assignment or Sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No Release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee fail to request negotiation with the City within fifteen (15) days of the date the City notifies Lessee of its intention to negotiate to have a substitute baseball team or should the parties fail to reach an agreement within sixty (60) days of such notification, the City shall be free to negotiate with others concerning a substitute baseball team to hold baseball games at the Property. The City must approve the name of any successor team within its absolute discretion. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: Murdock Smith
Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283
murdock.smith@hccts.org

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification: Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its City Manager

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: 6/16/23

By: _____
Murdock Smith, its Executive Director/CEO

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville, CA 95901

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6/16/23

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____
its Executive Director/CEO

DATE: 06/25/2023

CITY OF MARYSVILLE

By: _____
its City Manager

ATTEST: _____
City Clerk

HCCS - 4714

6.2.24 Marysville 2 Expense .XLSX

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	A	B	C	D	E	F	G
1		Terms					
2		Start	5/1/2023				
3		End	5/1/2026		Paid		
4		Amount	2,000				
5		Increase	3%	Annually			
6							
7		Year 1	Year 2	Year 3			
8	1	2,000.00	2,060.00	2,121.80	May		
9	2	2,000.00	2,060.00	2,121.80	June		
10	3	2,000.00	2,060.00	2,121.80	July		
11	4	2,000.00	2,060.00	2,121.80	August		
12	5	2,000.00	2,060.00	2,121.80	September		
13	6	2,000.00	2,060.00	2,121.80	October		
14	7	2,000.00	2,060.00	2,121.80	November		
15	8	2,000.00	2,060.00	2,121.80	December		
16	9	2,000.00	2,060.00	2,121.80	January		
17	10	2,000.00	2,060.00	2,121.80	February		
18	11	2,000.00	2,060.00	2,121.80	March		
19	12	2,000.00	2,060.00	2,121.80	April		
20	**Total**	**24,000.00**	**24,720.00**	**25,461.60**	**74,181.60**		
21							
22			**Total Paid YTD**		**28,120.00**		
23							
24			**Owed**		**46,061.60**		
25							
26							
27							
28							
29							
30							
31							

MUTUAL TERMINATION OF LEASE AGREEMENT

RECITALS

Whereas, City of Marysville, a municipal corporation ("City") and Highlands Community Charter Technical Schools ("Lessee") entered into a lease ("Lease"), made effective May 1, 2023, of a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Whereas, City and Lessee now mutually agree to terminate the Lease upon the terms of this agreement ("Agreement") set forth herein.

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this "Termination Agreement", and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Lessee (collectively, "Parties") hereby agree as follows:

1. **Termination of Agreement.** Effective November 30, 2024 ("Termination Date"), the Parties agree to terminate the Agreement. The Agreement shall have no force or effect after the Termination Date.

2. **Consideration**. City shall continue to receive payment equal lease payments from Lessee from December 1. 2024, through April 30, 2026, in the amount of $33,639.80.

    - City shall also have the ability to lease the Property to another lessee as of the Termination Date.
    - The Lessee will sell certain equipment (Exhibit A) to the City for $1.00 (one dollar and no cents), with the option of having it returned if the Lessee leases the Property in the future. City expressly acknowledges this option and the potential for Lessee to lease the Property in the future, subject to mutual agreement of the Parties.

3. **Effect of Termination on Agreement.** Except as expressly provided in this Agreement, the Parties acknowledge and agree that their respective rights and obligations under the Lease are terminated, aside from claims which might be the subject of indemnity obligations, which shall survive until the claims are resolved.

4. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Agreement, this Termination Agreement, and the consummation of the transactions contemplated hereby.

5. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under the Agreement to any third party. Each Party represents that the execution and delivery of this Termination Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.

6. **No Admission of Liability.** City and Lessee expressly agree and acknowledge that their entering into this Termination Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wronging with respect to the Agreement.

7. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Termination Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Termination Agreement, and to evidence the termination of the Agreement, and to release all obligations and liabilities of the Parties thereunder.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS TERMINATION AGREEMENT AS OF THE TERMINATION DATE.

CITY OF MARYSVILLE

By: _____
JIM SCHAAD, City Manager
City of Marysville

HIGHLANDS COMMUNITY CHARTER TECHNICAL SCHOOL

By: _____
BILL MCGUIRE, Executive Director
Highlands Community Chater Technical School

ATTEST

By: _____
NADINE SIMS, City Clerk
City of Marysville

Exhibit A
Marysville Equipment Inventory List - 11/20/24

Item Description	Purchase Cost	Purchase Date
2008 TORO 5510 Fairway Mower	$ 5,500.00	May-23
JOHN DEERE 220 E - Hybrid Mower	$ 4,690.67	May-23
JOHN DEERE 1200A	$ 22,385.79	Sep-23
BOBCAT Diesel Utility Vehicle - UV34	$ 19,917.88	May-23

Sent: Tuesday, October 28, 2025 2:12 PM
To: Julio N. Colomba <jcolomba@ymclegal.com>
Cc: Teresa Cummings <teresa.cummings@hccts.org>; Jonathan Raymond <jonathan.raymond@hccts.org>; Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: 406 9th Ave - Buyout

Julio,

After meeting with our brokers today we would like to touch base with the landlord at 406 9th Ave (San Diego) to request a buyout. Newmark reported that based on the market conditions and time remaining on this lease our chance for sublease is basically non-existent so want to ensure due diligence and attempt every option we have to abate the encumbered expenses. I have attached a copy of the lease, any recommended language or feedback is appreciated.

--

Matthew Lemos
Chief Business Official

A: 1111 Howe Ave Suite 540, Sacramento, CA 95825
C: 916-937-1719

W: hccts.org

On Tue, Oct 28, 2025 at 7:13 PM Julio N. Colomba <jcolomba@ymclegal.com> wrote:

> Matthew,
>
> I reviewed the lease. As I suspect the brokers may have told you, there really aren't any great provisions in the lease that would be helpful for securing early termination. AIRCRE form leases like this are typically drafted in favor of the landlord, and they leave it completely up to the landlord's discretion whether or not to agree to early lease termination through a buyout or otherwise, outside of a few limited circumstances that don't seem to apply here (damage/destruction of the premises, capital improvements need to be installed, etc.). Even after a landlord breach of the lease, there is no tenant termination right, so getting out of the lease will be entirely a matter of negotiation.
>
> Given the short time remaining on the lease, negotiating a buyout may be a long shot unless the landlord has an independent motive to cooperate, such as having another tenant reliably lined up or having an existing tenant who wants to expand into your suite. It may be unlikely, but it's still certainly worth reaching out to ask, and I would defer to your brokers on the strategy for conducting that negotiation.
>
> Best,
>
> Julio

Julio Colomba • Senior Counsel | Attorney at Law

t 916.646.1400 c 954.551.5989 w ymclegal.com

CONFIDENTIALITY NOTICE: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender by reply e-mail or telephone at (916) 646-1400 and delete the transmission. Thank you.

HCCS - 4721

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, October 29, 2025 10:22:40 AM
To: Julio N. Colomba <jcolomba@ymclegal.com>; Blackmon, Jack <Jack.Blackmon@nmrk.com>
Cc: Teresa Cummings <teresa.cummings@hccts.org>; Jonathan Raymond <jonathan.raymond@hccts.org>; Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: [External] Re: 406 9th Ave - Buyout

Thanks Julio. That is as expected.

+Blackmon, Jack can we touch base with the landlord and request any possible terms or buyout options. We need to ensure we are completing our due diligence to the utmost degree on this item.

On Tue, Oct 28, 2025 at 7:13 PM Julio N. Colomba <jcolomba@ymclegal.com> wrote:

HCCS - 4722

On Thu, Oct 30, 2025 at 1:56 PM Blackmon, Jack <Jack.Blackmon@nmrk.com> wrote:

Good afternoon,

I have a call into the Landlord to discuss the possibility of a termination and anticipate that I will hear back soon. Once I do, I will report back here immediately.

Thank you,

Please note my email has changed

Jack Blackmon
Director

NEWMARK
t 916.569.2372
m 916.494.2349
Jack.Blackmon@nmrk.com

RE License #01999561

Corporate RE License #00832933

Licensed Real Estate Broker

HCCS - 4723

On Thu, Oct 30, 2025 at 2:41 PM Blackmon, Jack <Jack.Blackmon@nmrk.com> wrote:

Allan and I connected just a moment ago. Without coming off as too aggressive or forceful, I did my best to grind him down to a settlement amount.
He shared that his personal financial situation is not on fire now, and that he is very concerned that he would be able to identify a tenant during the holidays.

Long story short, he is willing to cooperate with an early termination but would need the full rental amount paid as a component of that termination. He is also willing to deduct the current security deposit from that amount.

If this works for HCCTS, we can determine the final remaining balance and draft a termination agreement.

Jack Blackmon
Director

NEWMARK
t 916.569.2372
m 916.494.2349
Jack.Blackmon@nmrk.com

RE License #01999561

Corporate RE License #00832933

Licensed Real Estate Broker

From: **Matthew Lemos** <matthew.lemos@hccts.org>
Date: Tue, Nov 4, 2025 at 11:15 AM
Subject: Re: [External] Re: 406 9th Ave - Buyout
To: Blackmon, Jack <Jack.Blackmon@nmrk.com>, AP Contracts <contracts@hccts.org>, HCCTS Finance Team <finance@hccts.org>
CC: Julio N. Colomba <jcolomba@ymclegal.com>, Teresa Cummings <teresa.cummings@hccts.org>, Jonathan Raymond <jonathan.raymond@hccts.org>, Jerry W. Simmons <jsimmons@ymclegal.com>

Jack,

I reviewed with Jonathan and we would like to pay it off and get it off the books. Can you please request a final invoice?

Adding +AP Contracts & +HCCTS Finance Team to assist.

Location Name	*Major*	Sum of Total
San Diego	**4300**	**$ 7,172.80**
	4400	$ 3,329.55
	5200	$ 25,905.16
	5500	$ 13,089.99
	5600	$ 180,136.16
	5800	$ 4,520.99
	5900	$ 32,014.80
San Diego Total		$ 266,169.45

OrgId	FiscalYear	JENumId	VendorName	TransactDescription	Fund	AcctNumId	Object	Major	Site	Location Nam	DateTimePost	DateEffective	AmtDR	AmtCR	Total
100	2026	EX26-00104	Alan Shera	406 9th Avenue, Suite 310, July 2025 Rent	64	64-0000-0-000	5610	5600	074	San Diego	07/03/2025	07/03/2025	$ 5,304.50	$ -	$ 5,304.50
100	2026	EX26-00386	Alan Shera	406 9th Avenue, Suite 310, AUG 2025 Rent	64	64-0000-0-000	5610	5600	074	San Diego	07/22/2025	07/22/2025	$ 5,304.50	$ -	$ 5,304.50
100	2026	EX26-00815	Alan Shera	406 9th Avenue, Suite 310, Sept 2025 Rent	64	64-0000-0-000	5610	5600	074	San Diego	08/22/2025	08/22/2025	$ 5,304.50	$ -	$ 5,304.50
100	2026	EX26-01219	Alan Shera	406 9th Avenue, Suite 310, Oct 2025 Rent	64	64-0000-0-000	5610	5600	074	San Diego	09/22/2025	09/22/2025	$ 5,304.50	$ -	$ 5,304.50
100	2026	EX26-01852	Alan Shera	406 9th Avenue, Suite 310, Nov 2025 Rent	64	64-0000-0-000	5610	5600	074	San Diego	10/29/2025	10/29/2025	$ 5,304.50	$ -	$ 5,304.50
100	2026	EX26-02143	Alan Shera	Termination of Lease - 406 9th Ave, San Diego, CA	64	64-0000-0-000	5610	5600	074	San Diego	11/17/2025	11/17/2025	$ 10,913.50	$ -	$ 10,913.50
100	2026	EX26-02150	Alan Shera	Reversal of EX26-02143	64	64-0000-0-000	5610	5600	074	San Diego	11/17/2025	11/17/2025	$ -	$ 10,913.50	$ (10,913.50)
100	2026	EX26-02152	Alan Shera	Termination of Lease - 406 9th Ave, San Diego, CA	64	64-0000-0-000	5610	5600	074	San Diego	11/17/2025	11/17/2025	$ 10,913.50	$ -	$ 10,913.50
100	2025	EX25-02338	Caltronics Business S	Copier Services August 2024	64	64-0000-0-000	5620	5600	074	San Diego	10/02/2024	10/02/2024	$ 7.51	$ -	$ 7.51
100	2025	GJ25-00204		Caltronics Reclass Inv 4191106	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	10/02/2024	$ -	$ 114.38	$ (114.38)
100	2025	EX25-03333	Caltronics Business S	Copier Lease July 2024	64	64-0000-0-000	5620	5600	074	San Diego	10/11/2024	10/11/2024	$ 7.51	$ -	$ 7.51
100	2025	GJ25-00205		Caltronics Reclass Inv 4216501-CAL	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	11/04/2024	$ -	$ 134.78	$ (134.78)
100	2025	EX25-04434	Caltronics Business S	Base Rate Charge for Copiers/Printers October 2024	64	64-0000-0-000	5620	5600	074	San Diego	11/14/2024	11/14/2024	$ 134.78	$ -	$ 134.78
100	2025	EX25-04435	Caltronics Business S	Base Rate Charge for Copiers/Printers September 20	64	64-0000-0-000	5620	5600	074	San Diego	11/14/2024	11/14/2024	$ 114.38	$ -	$ 114.38
100	2025	EX25-04474	Caltronics Business S	Reversal of EX25-04434	64	64-0000-0-000	5620	5600	074	San Diego	11/15/2024	11/15/2024	$ -	$ 134.78	$ (134.78)
100	2025	EX25-04475	Caltronics Business S	Reversal of EX25-04435	64	64-0000-0-000	5620	5600	074	San Diego	11/15/2024	11/15/2024	$ -	$ 114.38	$ (114.38)
100	2025	EX25-04487	Caltronics Business S	Base Rate Charge for Copiers/Printers October 2024	64	64-0000-0-000	5620	5600	074	San Diego	11/15/2024	11/15/2024	$ 134.78	$ -	$ 134.78
100	2025	EX25-04488	Caltronics Business S	Base Rate Charge for Copiers/Printers September 20	64	64-0000-0-000	5620	5600	074	San Diego	11/15/2024	11/15/2024	$ 114.38	$ -	$ 114.38
100	2025	GJ25-00206		Caltronics Reclass Inv 4216501-CAL	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	12/03/2024	$ -	$ 7.51	$ (7.51)
100	2025	GJ25-00207		Caltronics Reclass Inv 4262730-CAL	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	01/03/2025	$ -	$ 85.96	$ (85.96)
100	2025	GJ25-00208		Caltronics Reclass Inv 4289125-CAL	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	02/04/2025	$ -	$ 103.35	$ (103.35)
100	2025	EX25-08017	Caltronics Business S	Dec 2024 Copier Lease	64	64-0000-0-000	5620	5600	074	San Diego	02/13/2025	02/13/2025	$ 85.96	$ -	$ 85.96
100	2025	EX25-08431	Caltronics Business S	Printer Lease for 01/01/25-01/31/25	64	64-0000-0-000	5620	5600	074	San Diego	02/24/2025	02/24/2025	$ 103.35	$ -	$ 103.35
100	2025	GJ25-00209		Caltronics Reclass Inv 4313210-CAL	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	03/04/2025	$ -	$ 7.51	$ (7.51)
100	2025	GJ25-00210		Caltronics Reclass Inv 4313210-CAL A	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	03/04/2025	$ -	$ -	$ -
100	2025	EX25-09011	Caltronics Business S	Nov 2024 Copier Leases	64	64-0000-0-000	5620	5600	074	San Diego	03/13/2025	03/13/2025	$ 7.51	$ -	$ 7.51
100	2025	EX25-09355	Caltronics Business S	Reversal of EX25-09011	64	64-0000-0-000	5620	5600	074	San Diego	03/28/2025	03/28/2025	$ -	$ 7.51	$ (7.51)
100	2025	EX25-09356	Caltronics Business S	Nov 2024 Copier Leases	64	64-0000-0-000	5620	5600	074	San Diego	03/28/2025	03/28/2025	$ 7.51	$ -	$ 7.51
100	2025	EX25-09714	Caltronics Business S	Feb 2025 Copier Leases	64	64-0000-0-000	5620	5600	074	San Diego	04/04/2025	04/04/2025	$ 7.51	$ -	$ 7.51
100	2025	EX25-10411	Canon Financial Ser	3/9/25-4/8/25 Printer Leases	64	64-0000-0-000	5620	5600	074	San Diego	04/30/2025	04/30/2025	$ 397.45	$ -	$ 397.45
100	2025	EX25-10720	Canon Financial Ser	5/9/25-6/8/25 Printer Leases	64	64-0000-0-000	5620	5600	074	San Diego	05/07/2025	05/07/2025	$ 195.96	$ -	$ 195.96
100	2025	EX25-11595	Canon Financial Ser	6.9.25-7.8.25 Printer Leases	64	64-0000-0-000	5620	5600	074	San Diego	06/06/2025	06/06/2025	$ 238.01	$ -	$ 238.01
100	2025	GJ25-00204		Caltronics Reclass Inv 4191106	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	10/02/2024	$ 114.38	$ -	$ 114.38
100	2025	GJ25-00205		Caltronics Reclass Inv 4216501-CAL	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	11/04/2024	$ 134.78	$ -	$ 134.78
100	2025	GJ25-00206		Caltronics Reclass Inv 4240261-CAL	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	12/03/2024	$ 7.51	$ -	$ 7.51
100	2025	GJ25-00207		Caltronics Reclass Inv 4262730-CAL	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	01/03/2025	$ 85.96	$ -	$ 85.96
100	2025	GJ25-00208		Caltronics Reclass Inv 4289125-CAL	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	02/04/2025	$ 103.35	$ -	$ 103.35
100	2025	GJ25-00209		Caltronics Reclass Inv 4313210-CAL	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	03/04/2025	$ 7.51	$ -	$ 7.51
100	2025	GJ25-00210		Caltronics Reclass Inv 4313210-CAL A	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	03/04/2025	$ -	$ -	$ -
100	2025	EX25-10251	Caltronics Business S	Contract Usage Rate for 03.01.25 - 03.31.25	64	64-0000-0-000	4320	4300	074	San Diego	04/25/2025	04/25/2025	$ 7.51	$ -	$ 7.51
100	2025	EX25-11207	Caltronics Business S	April 2025 Contract Usage	64	64-0000-0-000	4320	4300	074	San Diego	05/23/2025	05/23/2025	$ 7.51	$ -	$ 7.51
100	2025	EX25-11813	Caltronics Business S	May 2025 Contract Usage	64	64-0000-0-000	4320	4300	074	San Diego	06/12/2025	06/12/2025	$ 4.07	$ -	$ 4.07
100	2025	EX25-02907	Cox Business	San Diego Internet	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	07/03/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-03066	Cox Business	San Diego Internet	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	07/15/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-02819	Cox Business	Internet services for San Diego	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	08/14/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-02528	Cox Business	Internet services for San Diego	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	09/30/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-02282	Comcast	Comcast 071524-083124	64	64-0000-0-000	5900	5900	074	San Diego	10/02/2024	10/02/2024	$ 3,047.56	$ -	$ 3,047.56
100	2025	EX25-02403	Comcast	Reversal of EX25-02282	64	64-0000-0-000	5900	5900	074	San Diego	10/03/2024	10/03/2024	$ -	$ 3,047.56	$ (3,047.56)
100	2025	EX25-02708	Cox Business	Reversal of EX25-02528	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	10/04/2024	$ -	$ 494.82	$ (494.82)
100	2025	EX25-02986	Cox Business	Reversal of EX25-02907	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	10/04/2024	$ -	$ 494.82	$ (494.82)
100	2025	EX25-03072	Comcast	Network Charges XXX0173 July 24 - August '24	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	10/04/2024	$ 3,047.56	$ -	$ 3,047.56
100	2025	EX25-03744	Cox Business	Internet services for San Diego	64	64-0000-0-000	5900	5900	074	San Diego	10/25/2024	10/15/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-03485	Comcast	Reversal of EX25-03072	64	64-0000-0-000	5900	5900	074	San Diego	10/18/2024	10/18/2024	$ -	$ 3,047.56	$ (3,047.56)
100	2025	EX25-03491	Comcast	Network Charges XXX0173 July 24 - August '24	64	64-0000-0-000	5900	5900	074	San Diego	10/18/2024	10/18/2024	$ 3,047.56	$ -	$ 3,047.56
100	2025	EX25-04265	Comcast	Reversal of EX25-03491	64	64-0000-0-000	5900	5900	074	San Diego	11/06/2024	11/06/2024	$ -	$ 3,047.56	$ (3,047.56)
100	2025	EX25-04269	Comcast	Network Charges XXX0173 July 24 - August '24	64	64-0000-0-000	5900	5900	074	San Diego	11/06/2024	11/06/2024	$ 3,047.56	$ -	$ 3,047.56
100	2025	EX25-04576	Cox Business	Interent Services for 9th Ave.	64	64-0000-0-000	5900	5900	074	San Diego	11/19/2024	11/14/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-04676	Comcast	Internet Services August and September 2024	64	64-0000-0-000	5900	5900	074	San Diego	11/21/2024	11/21/2024	$ 1,897.80	$ -	$ 1,897.80
100	2025	EX25-06706	Cox Business	Internet Services for 9th Ave 11/23/24-12/22/24	64	64-0000-0-000	5900	5900	074	San Diego	01/02/2025	12/16/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-06737	Cox Business	Internet Services for 9th Ave 11/23/24-12/22/24	64	64-0000-0-000	5900	5900	074	San Diego	01/06/2025	12/16/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-06380	Comcast	Reversal of EX25-04676	64	64-0000-0-000	5900	5900	074	San Diego	12/27/2024	12/27/2024	$ -	$ 1,897.80	$ (1,897.80)
100	2025	EX25-06382	Comcast	Internet Services August and September 2024	64	64-0000-0-000	5900	5900	074	San Diego	12/30/2024	12/30/2024	$ 1,897.80	$ -	$ 1,897.80

100	2025	EX25-06725	Cox Business	Reversal of EX25-06706	64	64-0000-0-0001	5900	5900	074	San Diego	01/03/2025	01/03/2025	$ -	$ 494.82	$ (494.82)
100	2025	EX25-07035	Cox Business	Internet Services for 9th Ave	64	64-0000-0-0001	5900	5900	074	San Diego	01/16/2025	01/14/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-08335	Cox Business	Communication Services for 9th Ave	64	64-0000-0-0001	5900	5900	074	San Diego	02/24/2025	02/14/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-09189	Cox Business	Internet Services for 9th Ave	64	64-0000-0-0001	5900	5900	074	San Diego	03/20/2025	03/17/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-09357	Comcast	Acct# 934520173 - October 2024 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 1,828.34	$ -	$ 1,828.34
100	2025	EX25-09358	Comcast	Acct# 934520173 - November 2024 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 1,856.81	$ -	$ 1,856.81
100	2025	EX25-09359	Comcast	Acct# 934520173 - December 2024 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 2,099.14	$ -	$ 2,099.14
100	2025	EX25-09360	Comcast	Acct# 934520173 - January 2025 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 2,212.49	$ -	$ 2,212.49
100	2025	EX25-09361	Comcast	Acct# 934520173 - February 2025 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 2,347.10	$ -	$ 2,347.10
100	2025	EX25-09362	Comcast	Acct# 934520173 - March 2025 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 2,493.60	$ -	$ 2,493.60
100	2025	EX25-10167	Cox Business	Internet Services 03.23.25 - 04.22.25	64	64-0000-0-0001	5900	5900	074	San Diego	04/21/2025	04/14/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-10676	Cox Business	Acct 001 3110 103569804 Internet Charges 3/23/04/2	64	64-0000-0-0001	5900	5900	074	San Diego	05/07/2025	05/07/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-10828	Cox Business	Reversal of EX25-10676	64	64-0000-0-0001	5900	5900	074	San Diego	05/07/2025	05/07/2025	$ -	$ 494.82	$ (494.82)
100	2025	EX25-11153	Cox Business	Internet Services for 9th Ave	64	64-0000-0-0001	5900	5900	074	San Diego	05/20/2025	05/15/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-11267	Comcast	Acct# 934520173 Internet Service 04/01/25 - 04/30/2	64	64-0000-0-0001	5900	5900	074	San Diego	05/23/2025	05/23/2025	$ 1,780.30	$ -	$ 1,780.30
100	2025	AR25-00229	Cox Communication	Customer Refund	64	64-0000-0-0001	5900	5900	074	San Diego	07/16/2025	06/30/2025	$ -	$ 32.99	$ (32.99)
100	2025	EX25-06252	Conscious Water Co	Monthly water purchase for 9th Ave.	64	64-0000-0-0001	4300	4300	074	San Diego	12/26/2024	11/04/2024	$ 47.85	$ -	$ 47.85
100	2025	EX25-06430	Conscious Water Co	Monthly water purchase for 9th Ave.	64	64-0000-0-0001	4300	4300	074	San Diego	12/30/2024	11/04/2024	$ 47.85	$ -	$ 47.85
100	2025	EX25-06094	Conscious Water Co	Monthly water purchase for 9th Ave.	64	64-0000-0-0001	4300	4300	074	San Diego	12/26/2024	12/26/2024	$ 47.85	$ -	$ 47.85
100	2025	EX25-06183	Conscious Water Co	Reversal of EX25-06094	64	64-0000-0-0001	4300	4300	074	San Diego	12/26/2024	12/26/2024	$ -	$ 47.85	$ (47.85)
100	2025	EX25-06331	Conscious Water Co	Reversal of EX25-06252	64	64-0000-0-0001	4300	4300	074	San Diego	12/26/2024	12/26/2024	$ -	$ 47.85	$ (47.85)
100	2025	EX25-02433	Corporate Payment S	August monthly Water for San Diego Office	64	64-0000-0-0001	4300	4300	074	San Diego	10/03/2024	09/05/2024	$ 47.85	$ -	$ 47.85
100	2025	EX25-03823	Corporate Payment S	September monthly Water for San Diego Office	64	64-0000-0-0001	4300	4300	074	San Diego	10/31/2024	10/01/2024	$ 95.70	$ -	$ 95.70
100	2025	EX25-00137	La Clean House	San Diego cleaning services	64	64-0000-0-0001	5500	5500	074	San Diego	07/18/2024	07/18/2024	$ 700.00	$ -	$ 700.00
100	2025	EX25-01787	La Clean House	Cleaning Services for July 2024	64	64-0000-0-0001	5500	5500	074	San Diego	09/13/2024	09/13/2024	$ 700.00	$ -	$ 700.00
100	2025	EX25-03461	La Clean House	Cleaning services for San Diego	64	64-0000-0-0001	5500	5500	074	San Diego	10/17/2024	10/17/2024	$ 700.00	$ -	$ 700.00
100	2025	EX25-02891	San Diego Gas & Ele	San Diego Utilities	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	07/03/2024	$ 137.93	$ -	$ 137.93
100	2025	EX25-03049	San Diego Gas & Ele	San Diego Utilities	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	07/08/2024	$ 137.93	$ -	$ 137.93
100	2025	EX25-02813	San Diego Gas & Ele	Electric utilities for San Diego	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	08/07/2024	$ 252.31	$ -	$ 252.31
100	2025	EX25-02216	San Diego Gas & Ele	Electric Services Jul 17, 2024 - Aug 15, 2024	64	64-0000-0-0001	5510	5500	074	San Diego	10/01/2024	09/06/2024	$ 275.09	$ -	$ 275.09
100	2025	EX25-02547	San Diego Gas & Ele	Electric utilities for San Diego	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	09/30/2024	$ 252.31	$ -	$ 252.31
100	2025	EX25-02727	San Diego Gas & Ele	Reversal of EX25-02547	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	10/04/2024	$ -	$ 252.31	$ (252.31)
100	2025	EX25-02785	San Diego Gas & Ele	Electric utilities for San Diego	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	10/04/2024	$ 252.31	$ -	$ 252.31
100	2025	EX25-02799	San Diego Gas & Ele	Reversal of EX25-02785	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	10/04/2024	$ -	$ 252.31	$ (252.31)
100	2025	EX25-02970	San Diego Gas & Ele	Reversal of EX25-02891	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	10/04/2024	$ -	$ 137.93	$ (137.93)
100	2025	EX25-03621	San Diego Gas & Ele	SDGE Services for San Diego	64	64-0000-0-0001	5510	5500	074	San Diego	10/22/2024	10/08/2024	$ 335.69	$ -	$ 335.69
100	2025	EX25-05329	San Diego Gas & Ele	Electricity Services for 9th Ave.	64	64-0000-0-0001	5510	5500	074	San Diego	12/04/2024	11/06/2024	$ 155.34	$ -	$ 155.34
100	2025	EX25-06763	San Diego Gas & Ele	Electricity usage for 9th Ave.	64	64-0000-0-0001	5510	5500	074	San Diego	01/07/2025	12/06/2024	$ 187.28	$ -	$ 187.28
100	2025	EX25-07024	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	01/13/2025	01/09/2025	$ 122.60	$ -	$ 122.60
100	2025	EX25-07190	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	01/20/2025	01/15/2025	$ 122.60	$ -	$ 122.60
100	2025	EX25-08896	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	03/13/2025	03/11/2025	$ 82.09	$ -	$ 82.09
100	2025	EX25-09844	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	04/14/2025	04/09/2025	$ 121.30	$ -	$ 121.30
100	2025	EX25-10956	San Diego Gas & Ele	Electric utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	05/15/2025	05/09/2025	$ 13.75	$ -	$ 13.75
100	2025	EX25-11785	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	06/11/2025	06/09/2025	$ 100.24	$ -	$ 100.24
100	2025	AP25-00058	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	07/01/2025	06/24/2025	$ 55.45	$ -	$ 55.45
100	2025	AP25-00074	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	07/01/2025	06/27/2025	$ 55.45	$ -	$ 55.45
100	2025	AP25-00066	San Diego Gas & Ele	Reversal of AP25-00058	64	64-0000-0-0001	5510	5500	074	San Diego	07/01/2025	06/30/2025	$ -	$ 55.45	$ (55.45)
100	2025	EX25-05982	La Clean House	November 2024 Commercial Cleaning Service	64	64-0000-0-0001	5520	5500	074	San Diego	12/20/2024	12/20/2024	$ 420.00	$ -	$ 420.00
100	2025	EX25-05983	La Clean House	November 2024 Commercial Cleaning Service	64	64-0000-0-0001	5520	5500	074	San Diego	12/20/2024	12/20/2024	$ 700.00	$ -	$ 700.00
100	2025	GJ25-00007		July 2024 Rent - 406 9th Avenue, Suite 310	64	64-0000-0-0001	5610	5600	074	San Diego	10/01/2024	07/02/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-00513	Alan Shera	August Rent	64	64-0000-0-0001	5610	5600	074	San Diego	07/29/2024	07/29/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-01449	Alan Shera	406 9th Avenue, Suite 310, September Rent	64	64-0000-0-0001	5610	5600	074	San Diego	08/28/2024	08/28/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-02112	Alan Shera	406 9th Avenue, Suite 310, San Diego, CA Oct 2024	64	64-0000-0-0001	5610	5600	074	San Diego	09/20/2024	09/20/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-03497	Alan Shera	406 9th Avenue, Suite 310, - November 2024 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	10/21/2024	10/21/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-05003	Alan Shera	December '24 Rent - 406 9th Avenue, Suite 310	64	64-0000-0-0001	5610	5600	074	San Diego	11/25/2024	11/25/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-05789	Alan Shera	406 9th Avenue, Suite 310, January 2025 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	12/20/2024	12/20/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-07244	Alan Shera	February 2025 Rent - 406 9th Ave, Suite 310	64	64-0000-0-0001	5610	5600	074	San Diego	01/21/2025	01/21/2025	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-08340	Alan Shera	406 9th Avenue, Suite 310, March 2025 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	02/24/2025	02/24/2025	$ 5,304.50	$ -	$ 5,304.50
100	2025	EX25-09120	Alan Shera	406 9th Avenue, Suite 310, April 2025 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	03/19/2025	03/19/2025	$ 5,304.50	$ -	$ 5,304.50
100	2025	EX25-09914	Alan Shera	406 9th Avenue, Suite 310, May 2025 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	04/16/2025	04/16/2025	$ 5,304.50	$ -	$ 5,304.50
100	2025	EX25-11223	Alan Shera	406 9th Avenue, Suite 310, June 2025 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	05/23/2025	05/23/2025	$ 5,304.50	$ -	$ 5,304.50
100	2024	EX24-00019		Period from 7.01.23-7.31.23	64	64-0000-0-0001	5620	5600	074	San Diego	08/18/2023	08/18/2023	$ 7.51	$ -	$ 7.51
100	2024	EX24-00147		Period from 09/01/23 - 09/30/23	64	64-0000-0-0001	5620	5600	074	San Diego	10/06/2023	10/06/2023	$ 7.51	$ -	$ 7.51

100	2024	EX24-00609	Period from 08/01/23 - 08/31/23	64	64-0000-0-000(	5620	5600	074	San Diego	11/01/2023	11/01/2023	$ 7.51	$ -	$ 7.51
100	2024	EX24-00141	Period from 10/01/23 - 10/31/23	64	64-0000-0-000(	5620	5600	074	San Diego	11/09/2023	11/09/2023	$ 7.51	$ -	$ 7.51
100	2024	EX24-00123	Period from 11/01/23 - 11/30/23	64	64-0000-0-000(	5620	5600	074	San Diego	12/14/2023	12/14/2023	$ 7.51	$ -	$ 7.51
100	2024	EX24-00351	Period from 12/01/23 - 12/31/23	64	64-0000-0-000(	5620	5600	074	San Diego	01/19/2024	01/19/2024	$ 7.51	$ -	$ 7.51
100	2024	EX24-00926	Period from 01/01/24-01/31/24	64	64-0000-0-000(	5620	5600	074	San Diego	02/15/2024	02/15/2024	$ 7.54	$ -	$ 7.54
100	2024	EX24-00927	Period from 02/01/24 - 02/29/24	64	64-0000-0-000(	5620	5600	074	San Diego	03/13/2024	03/13/2024	$ 7.67	$ -	$ 7.67
100	2024	EX24-00923	Shipping	64	64-0000-0-000(	5620	5600	074	San Diego	04/12/2024	04/12/2024	$ 7.51	$ -	$ 7.51
100	2024	EX24-00924	Freight 04/01/24 - 04/30/24	64	64-0000-0-000(	5620	5600	074	San Diego	05/09/2024	05/09/2024	$ 7.51	$ -	$ 7.51
100	2024	EX24-00609	Period from 06/01/23 - 06/30/23	64	64-0000-0-000(	5990	5900	074	San Diego	11/01/2023	11/01/2023	$ 7.51	$ -	$ 7.51
100	2024	EX24-00906	Umpqua CC Statement 092823-6593	64	64-0000-0-000(	4300	4300	074	San Diego	10/02/2023	10/02/2023	$ 47.85	$ -	$ 47.85
100	2024	EX24-01530	CONSCIOUS WATER COMPANY-OPERATIONS HC	64	64-0000-0-000(	4300	4300	074	San Diego	11/27/2023	11/27/2023	$ 47.85	$ -	$ 47.85
100	2024	EX24-00329	Credit Card Payment - Acct 0909	64	64-0000-0-000(	4300	4300	074	San Diego	12/07/2023	12/07/2023	$ 47.85	$ -	$ 47.85
100	2024	EX24-00904	Umpqua CC Statement 072823-4558-1839	64	64-0000-0-000(	5200	5200	074	San Diego	08/02/2023	08/02/2023	$ 218.98	$ -	$ 218.98
100	2024	EX24-00329	Credit Card Payment - Acct 0909	64	64-0000-0-000(	5800	5800	074	San Diego	12/07/2023	12/07/2023	$ 320.00	$ -	$ 320.00
100	2024	EX24-00007	Acct. XXXXX9804 Charges 07/23/23 - 08/22/23	64	64-0000-0-000(	5900	5900	074	San Diego	08/04/2023	08/04/2023	$ 451.92	$ -	$ 451.92
100	2024	EX24-00011	Acct. XXXXX9804 Charges 08/23/23 - 09/22/23	64	64-0000-0-000(	5900	5900	074	San Diego	09/07/2023	09/07/2023	$ 451.92	$ -	$ 451.92
100	2024	EX24-00009	Acct. XXXXX9804 Charges 09/23/23 - 10/22/23	64	64-0000-0-000(	5900	5900	074	San Diego	10/03/2023	10/03/2023	$ 451.92	$ -	$ 451.92
100	2024	EX24-00076	Acct. XXXXX9804 Charges 10/23/23 - 11/22/23	64	64-0000-0-000(	5900	5900	074	San Diego	11/08/2023	11/08/2023	$ 451.92	$ -	$ 451.92
100	2024	EX24-00102	Acct XXXXXXXXXXXX9804 New charges 11/23 - 12/	64	64-0000-0-000(	5900	5900	074	San Diego	12/08/2023	12/08/2023	$ 451.92	$ -	$ 451.92
100	2024	EX24-00156	Acct XXXXXXXXXXXX9804 New charges 12/23/23 -	64	64-0000-0-000(	5900	5900	074	San Diego	01/09/2024	01/09/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-00993	(API24-0273)Acct XXXXXXXXXXXX9804 New charg	64	64-0000-0-000(	5900	5900	074	San Diego	02/12/2024	02/12/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-01032	Acct XXXXXXXXXXXX9804 New charges 02/23-03/2	64	64-0000-0-000(	5900	5900	074	San Diego	03/07/2024	03/07/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-00923	Acct XXXXXXXXXXXX9804 New charges 03/23/24 -	64	64-0000-0-000(	5900	5900	074	San Diego	04/12/2024	04/12/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-01197	Cable, High Speed Data & Telephone Service	64	64-0000-0-000(	5900	5900	074	San Diego	05/15/2024	05/15/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-01238	Acct# XXXXXXXX9804 Internet services	64	64-0000-0-000(	5900	5900	074	San Diego	06/14/2024	06/14/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-00043	Signs and Installation	64	64-0000-0-000(	4300	4300	074	San Diego	08/08/2023	08/08/2023	$ 215.00	$ -	$ 215.00
100	2024	EX24-00043	Signs and Installation	64	64-0000-0-000(	4300	4300	074	San Diego	08/08/2023	08/08/2023	$ 1.16	$ -	$ 1.16
100	2024	EX24-00150	HCCTS Per Diem Check Requests - B. Hamilton	64	64-0000-0-000(	5200	5200	074	San Diego	07/14/2023	07/14/2023	$ 600.00	$ -	$ 600.00
100	2024	EX24-00149	HCCTS Per Deim - M. Valdivia	64	64-0000-0-000(	5200	5200	074	San Diego	07/21/2023	07/21/2023	$ 375.00	$ -	$ 375.00
100	2024	EX24-00228	Car Rental Agreement 463617430	64	64-0000-0-000(	5200	5200	074	San Diego	09/01/2023	09/01/2023	$ 268.84	$ -	$ 268.84
100	2024	EX24-00463	HCCTS Per Diem - K. Taylor	64	64-0000-0-000(	5200	5200	074	San Diego	10/19/2023	10/19/2023	$ 75.00	$ -	$ 75.00
100	2024	EX24-00463	HCCTS Per Diem - B. Hamilton	64	64-0000-0-000(	5200	5200	074	San Diego	10/19/2023	10/19/2023	$ 75.00	$ -	$ 75.00
100	2024	EX24-01530	SOUTHWES 5262214808631-Brian Hamilton	64	64-0000-0-000(	5200	5200	074	San Diego	11/27/2023	11/27/2023	$ 262.98	$ -	$ 262.98
100	2024	EX24-01064	CONSCIOUS WATER COMPANY-3 bottles of Minera	64	64-0000-0-000(	5800	5800	074	San Diego	04/02/2024	04/02/2024	$ 47.85	$ -	$ 47.85
100	2024	EX24-01030	CONSCIOUS WATER COMPANY-OPERATIONS HC	64	64-0000-0-000(	5800	5800	074	San Diego	05/06/2024	05/06/2024	$ 47.85	$ -	$ 47.85
100	2024	EX24-00330	Credit Card Payment Acct 0909 - December 2023	64	64-0000-0-000(	4300	4300	074	San Diego	01/03/2024	01/03/2024	$ 47.85	$ -	$ 47.85
100	2024	EX24-00331	Credit Card Payment Acct 0909 - January 2024	64	64-0000-0-000(	4300	4300	074	San Diego	01/25/2024	01/25/2024	$ 47.85	$ -	$ 47.85
100	2024	EX24-01015	CONSCIOUS WATER COMPANY-3 bottles of Minera	64	64-0000-0-000(	4300	4300	074	San Diego	02/28/2024	02/28/2024	$ 47.85	$ -	$ 47.85
100	2024	EX24-00385	Electric Services for 05/18/23 - 06/16/23	64	64-0000-0-000(	5500	5500	074	San Diego	07/10/2023	07/10/2023	$ 129.64	$ -	$ 129.64
100	2024	EX24-00395	Electric Services for 6/17/23 - 7/18/23	64	64-0000-0-000(	5500	5500	074	San Diego	08/09/2023	08/09/2023	$ 197.10	$ -	$ 197.10
100	2024	EX24-00183	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	08/16/2023	08/16/2023	$ 330.00	$ -	$ 330.00
100	2024	EX24-00011	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	09/07/2023	09/07/2023	$ 550.00	$ -	$ 550.00
100	2024	EX24-00111	Electric Services for 7/19/23 -8/16/23	64	64-0000-0-000(	5500	5500	074	San Diego	09/07/2023	09/07/2023	$ 248.33	$ -	$ 248.33
100	2024	EX24-00311	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	10/04/2023	10/04/2023	$ 330.00	$ -	$ 330.00
100	2024	EX24-00386	Electric Services for 08/17/23 - 09/15/23	64	64-0000-0-000(	5500	5500	074	San Diego	10/10/2023	10/10/2023	$ 184.60	$ -	$ 184.60
100	2024	EX24-00387	Electric Services for 09/16/23 - 10/16/23	64	64-0000-0-000(	5500	5500	074	San Diego	11/07/2023	11/07/2023	$ 132.93	$ -	$ 132.93
100	2024	EX24-00076	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	11/08/2023	11/08/2023	$ 550.00	$ -	$ 550.00
100	2024	EX24-00388	Electric Services for 10/17/23 - 11/14/23	64	64-0000-0-000(	5500	5500	074	San Diego	12/06/2023	12/06/2023	$ 223.94	$ -	$ 223.94
100	2024	EX24-00052	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	12/18/2023	12/18/2023	$ 550.00	$ -	$ 550.00
100	2024	EX24-00312	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	01/12/2024	01/12/2024	$ 440.00	$ -	$ 440.00
100	2024	EX24-00389	Electric Services for 11/15/23 - 12/14/23	64	64-0000-0-000(	5500	5500	074	San Diego	01/16/2024	01/16/2024	$ 175.67	$ -	$ 175.67
100	2024	EX24-00390	Electric Services for 11/15/23 - 12/14/23 (BatchId:CD	64	64-0000-0-000(	5500	5500	074	San Diego	01/16/2024	01/16/2024	$ 175.67	$ -	$ 175.67
100	2024	EX24-00391	Electric Services for 11/15/23 - 12/14/23 (BatchId:CD	64	64-0000-0-000(	5500	5500	074	San Diego	01/16/2024	01/16/2024	$ -	$ 175.67	$ (175.67)
100	2024	EX24-01237	Electric Services for 12/15/23 - 1/16/24	64	64-0000-0-000(	5500	5500	074	San Diego	02/08/2024	02/08/2024	$ 169.37	$ -	$ 169.37
100	2024	EX24-00926	Commercial Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	02/15/2024	02/15/2024	$ 550.00	$ -	$ 550.00
100	2024	EX24-01239	Electric Services for 1/17/24 - 2/14/24	64	64-0000-0-000(	5500	5500	074	San Diego	03/08/2024	03/08/2024	$ 171.88	$ -	$ 171.88
100	2024	EX24-01085	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	03/12/2024	03/12/2024	$ 440.00	$ -	$ 440.00
100	2024	EX24-01181	Electric Services for 02/15/24-03/15/24	64	64-0000-0-000(	5500	5500	074	San Diego	04/08/2024	04/08/2024	$ 158.03	$ -	$ 158.03
100	2024	EX24-00957	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	04/09/2024	04/09/2024	$ 700.00	$ -	$ 700.00
100	2024	EX24-01188	Electric Services for 3/16/24-4/15/24	64	64-0000-0-000(	5500	5500	074	San Diego	05/07/2024	05/07/2024	$ 61.12	$ -	$ 61.12
100	2024	EX24-00983	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	05/10/2024	05/10/2024	$ 560.00	$ -	$ 560.00
100	2024	EX24-00934	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	06/04/2024	06/04/2024	$ 700.00	$ -	$ 700.00
100	2024	EX24-01189	Electric Services for Apr 16, 2024 - May 15, 2024	64	64-0000-0-000(	5500	5500	074	San Diego	06/06/2024	06/06/2024	$ 132.54	$ -	$ 132.54

100	2024	GJ24-00021		Pre-Paid Reclass YE 22-23	64	64-0000-0-000(	5610	5600	074	San Diego	07/02/2023	07/02/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00301		Pre-Paid Rent/CAM July 2023- Alan Shera	64	64-0000-0-000(	5610	5600	074	San Diego	07/02/2023	07/02/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00528		Invoice for PO-240147 074 - San Diego; 406 9th Ave	64	64-0000-0-000(	5610	5600	074	San Diego	07/20/2023	07/20/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00302		Rent August 2023 - 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	07/20/2023	07/20/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00531		Invoice for PO-240147 074 - San Diego; 406 9th Ave	64	64-0000-0-000(	5610	5600	074	San Diego	08/17/2023	08/17/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00303		Rent September 2023 - 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	08/17/2023	08/17/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00530		Invoice for PO-240147 074 - San Diego; 406 9th Ave	64	64-0000-0-000(	5610	5600	074	San Diego	09/20/2023	09/20/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00304		Rent October 2023 - 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	09/20/2023	09/20/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00529		Invoice for PO-240147 074 - San Diego; 406 9th Ave	64	64-0000-0-000(	5610	5600	074	San Diego	10/19/2023	10/19/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00326		Rent November 2023 - 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	10/19/2023	10/19/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00316		Dec 2023 Rent - San Diego; 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	11/17/2023	11/17/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00332		Dec 2023 Rent - San Diego; 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	11/17/2023	11/17/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00578		January2024 Rent-406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	12/15/2023	12/15/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00338		January2024 Rent-406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	12/15/2023	12/15/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00425		Invoice for PO-240147 074 - San Diego; 406 9th Ave	64	64-0000-0-000(	5610	5600	074	San Diego	01/17/2024	01/17/2024	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00345		Feb 2024 Rent-406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	01/17/2024	01/17/2024	$ -	$ 3,448.00	$ (3,448.00)
100	2024	EX24-00970		March 2024 Rent-406 9th Ave #31	64	64-0000-0-000(	5610	5600	074	San Diego	02/16/2024	02/16/2024	$ 5,150.00	$ -	$ 5,150.00
100	2024	EX24-00971		APRIL 2024 Rent-406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	03/19/2024	03/19/2024	$ 5,150.00	$ -	$ 5,150.00
100	2024	EX24-00972		May 2024 Rent ; 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	04/17/2024	04/17/2024	$ 5,150.00	$ -	$ 5,150.00
100	2024	EX24-00973		June 2024 Rent; 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	05/20/2024	05/20/2024	$ 5,150.00	$ -	$ 5,150.00
100	2024	GJ24-00126		406 9th Street	64	64-0000-0-000(	5610	5600	074	San Diego	06/30/2024	06/30/2024	$ 1,218.00	$ -	$ 1,218.00
100	2024	GJ24-00301		Pre-Paid Rent/CAM July 2023- Alan Shera	64	64-6030-0-000(	5610	5600	074	San Diego	07/02/2023	07/02/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00302		Rent August 2023 - 406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	07/20/2023	07/20/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00303		Rent September 2023 - 406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	08/17/2023	08/17/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00304		Rent October 2023 - 406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	09/20/2023	09/20/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00326		Rent November 2023 - 406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	10/19/2023	10/19/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00332		Dec 2023 Rent - San Diego; 406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	11/17/2023	11/17/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00338		January2024 Rent-406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	12/15/2023	12/15/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00345		Feb 2024 Rent-406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	01/17/2024	01/17/2024	$ 3,448.00	$ -	$ 3,448.00
MIP	2023	API23-0332	Umpqua Bank	CONSCIOUS WATER COMPANY	62	62-0000-0-000(	4300	4300	074	San Diego	4/25/2023	4/2/2023	$ 47.85	$ -	$ 47.85
MIP	2023	API23-0343	Umpqua Bank	CONSCIOUS WATER COMPANY	62	62-0000-0-000(	4300	4300	074	San Diego	6/30/2023	5/1/2023	$ 47.85	$ -	$ 47.85
MIP	2023	API23-0354	Umpqua Bank	CONSCIOUS WATER COMPANY	62	62-0000-0-000(	4300	4300	074	San Diego	6/30/2023	6/30/2023	$ 47.85	$ -	$ 47.85
MIP	2023	API23-0229	Blaisdell's Business I	Freight/Shipping (non taxable)	62	62-0000-0-000(	4300	4300	074	San Diego	3/29/2023	3/29/2023	$ 925.00	$ -	$ 925.00
MIP	2023	API23-0229	Blaisdell's Business I	Tax (7.75%)	62	62-0000-0-000(	4300	4300	074	San Diego	3/29/2023	3/29/2023	$ 258.04	$ -	$ 258.04
MIP	2023	API23-0263	Blaisdell's Business I	BEVEL LOOP LEG 60 BLACK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 660.00	$ -	$ 660.00
MIP	2023	API23-0263	Blaisdell's Business I	SNGLE BEV CONN BEAM BRCKT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 158.80	$ -	$ 158.80
MIP	2023	API23-0263	Blaisdell's Business I	RCTNGLR TOP 30X72 MDRN WLNT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 603.20	$ -	$ 603.20
MIP	2023	API23-0263	Blaisdell's Business I	ADJ MAIN DESK BEAM 48-72 BLK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 249.20	$ -	$ 249.20
MIP	2023	API23-0263	Blaisdell's Business I	MESH STACK CHAIR,BLK FRM/ST BK 6020PDRBL/	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 687.50	$ -	$ 687.50
MIP	2023	API23-0263	Blaisdell's Business I	FREIGHT/SHIPPING CHARGE	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 550.00	$ -	$ 550.00
MIP	2023	API23-0263	Blaisdell's Business I	TAX 7.75%	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 182.80	$ -	$ 182.80
MIP	2023	API23-0263-co	Blaisdell's Business I	ADJ MAIN DESK BEAM 48-72 BLK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 249.20	$ -	$ 249.20
MIP	2023	API23-0263-co	Blaisdell's Business I	MESH STACK CHAIR,BLK FRM/ST BK 6020PDRBL/	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 687.50	$ -	$ 687.50
MIP	2023	API23-0263-co	Blaisdell's Business I	FREIGHT/SHIPPING CHARGE	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 550.00	$ -	$ 550.00
MIP	2023	API23-0263-co	Blaisdell's Business I	TAX 7.75%	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 182.80	$ -	$ 182.80
MIP	2023	API23-0263-co	Blaisdell's Business I	BEVEL LOOP LEG 60 BLACK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 660.00	$ -	$ 660.00
MIP	2023	API23-0263-co	Blaisdell's Business I	SNGLE BEV CONN BEAM BRCKT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 158.80	$ -	$ 158.80
MIP	2023	API23-0263-co	Blaisdell's Business I	RCTNGLR TOP 30X72 MDRN WLNT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 603.20	$ -	$ 603.20
MIP	2023	API23-0263-Re	Blaisdell's Business I	BEVEL LOOP LEG 60 BLACK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 660.00	$ (660.00)
MIP	2023	API23-0263-Re	Blaisdell's Business I	SNGLE BEV CONN BEAM BRCKT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 158.80	$ (158.80)
MIP	2023	API23-0263-Re	Blaisdell's Business I	RCTNGLR TOP 30X72 MDRN WLNT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 603.20	$ (603.20)
MIP	2023	API23-0263-Re	Blaisdell's Business I	ADJ MAIN DESK BEAM 48-72 BLK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 249.20	$ (249.20)
MIP	2023	API23-0263-Re	Blaisdell's Business I	MESH STACK CHAIR,BLK FRM/ST BK 6020PDRBL/	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 687.50	$ (687.50)
MIP	2023	API23-0263-Re	Blaisdell's Business I	FREIGHT/SHIPPING CHARGE	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 550.00	$ (550.00)
MIP	2023	API23-0263-Re	Blaisdell's Business I	TAX 7.75%	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 182.80	$ (182.80)
MIP	2023	API23-0270	Amazon Capital Serv	Magnetic Glass Whiteboard Dry Erase Board, 47x35 I	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 114.99	$ -	$ 114.99
MIP	2023	API23-0270	Amazon Capital Serv	tax	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 8.91	$ -	$ 8.91
MIP	2023	API23-0269	Amazon Capital Serv	Brio CLBL420V2 Bottom Loading Water Cooler Dispe	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 194.00	$ -	$ 194.00
MIP	2023	API23-0269	Amazon Capital Serv	Quartet Glass Whiteboard, Magnetic Dry Erase White	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 328.09	$ -	$ 328.09
MIP	2023	API23-0269	Amazon Capital Serv	tax_cost	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 40.47	$ -	$ 40.47
MIP	2023	API23-0270	Amazon Capital Serv	Mrs. Meyer's Liquid Dish Soap Refill, Biodegradable F	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 11.09	$ -	$ 11.09
MIP	2023	API23-0270	Amazon Capital Serv	Mrs. Meyer's Hand Soap Refill, Made with Essential C	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 8.99	$ -	$ 8.99
MIP	2023	API23-0270	Amazon Capital Serv	AmazonCommercial 7 Gallon Commercial Office Was	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 19.94	$ -	$ 19.94

MIP	2023	API23-0270	Amazon Capital Serv	shipping handling	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 15.00	$ -	$ 15.00
MIP	2023	API23-0270	Amazon Capital Serv	Magnetic Glass Whiteboard Dry Erase Board, 47x35 I	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 114.99	$ -	$ 114.99
MIP	2023	API23-0270	Amazon Capital Serv	tax	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 64.80	$ -	$ 64.80
MIP	2023	API23-0270	Amazon Capital Serv	NIUBEE Acrylic Pen Holder 3 Compartments, Black F	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 14.99	$ -	$ 14.99
MIP	2023	API23-0270	Amazon Capital Serv	MoodClue 12 neon erasable liquid chalk markers. Wh	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 24.95	$ -	$ 24.95
MIP	2023	API23-0270	Amazon Capital Serv	MAISON ARTS Black Counter Height 24 Bar Stools S	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 149.99	$ -	$ 149.99
MIP	2023	API23-0270	Amazon Capital Serv	MECOWON Absorbent Coasters for Drinks with Holde	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 22.89	$ -	$ 22.89
MIP	2023	API23-0270	Amazon Capital Serv	CNGLASS Double Wall Thermo Glass Coffee Cup 13	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 38.99	$ -	$ 38.99
MIP	2023	API23-0270	Amazon Capital Serv	CNGLASS 10oz Glass Coffee Mugs,Double Wall Insu	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 39.55	$ -	$ 39.55
MIP	2023	API23-0270	Amazon Capital Serv	Glad ForceFlex Protection Series Tall Kitchen Trash B	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 21.98	$ -	$ 21.98
MIP	2023	API23-0270	Amazon Capital Serv	Kohler Step Trash Can, 13 Gallon, Black Stainless St	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 139.99	$ -	$ 139.99
MIP	2023	API23-0270	Amazon Capital Serv	Glad Medium Drawstring Trash Bags with Clorox, 8 G	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 15.41	$ -	$ 15.41
MIP	2023	API23-0270	Amazon Capital Serv	JEBBLAS Bamboo Natural Absorbent Sponges Kitche	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 12.88	$ -	$ 12.88
MIP	2023	API23-0270	Amazon Capital Serv	Casabella Sink Sider Duo Soap Dispensers with Spor	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 24.59	$ -	$ 24.59
MIP	2023	API23-0270	Amazon Capital Serv	Keurig K-Cafe Single-Serve K-Cup Coffee Maker, Lat	62	62-0000-0-0000	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 159.99	$ -	$ 159.99
MIP	2023	API23-0229	Blaisdell's Business I	Furniture & Materials (taxable)	62	62-0000-0-0000	4400	4400	074	San Diego	3/29/2023	3/29/2023	$ 3,329.55	$ -	$ 3,329.55
MIP	2023	API23-0206	Estevan Whitfield	HCCTS Per Diem - E. Whitfield	62	62-0000-0-0000	5200	5200	074	San Diego	3/6/2023	3/6/2023	$ 225.00	$ -	$ 225.00
MIP	2023	API23-0289	Estevan Whitfield	HCCTS Per Diem - E. Whitfield	62	62-0000-0-0000	5200	5200	074	San Diego	5/18/2023	5/18/2023	$ 225.00	$ -	$ 225.00
MIP	2023	API23-0283	Umpqua Bank	HERTZ 0459321	62	62-0000-0-0000	5200	5200	074	San Diego	5/23/2023	4/3/2023	$ 214.94	$ -	$ 214.94
MIP	2023	API23-0283	Umpqua Bank	GRAND HYATT SAN DIEGO1	62	62-0000-0-0000	5200	5200	074	San Diego	5/23/2023	4/3/2023	$ 1,100.56	$ -	$ 1,100.56
MIP	2023	API23-0283	Umpqua Bank	GRAND HYATT SAN DIEGO2	62	62-0000-0-0000	5200	5200	074	San Diego	5/23/2023	4/3/2023	$ 1,020.56	$ -	$ 1,020.56
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262473325050	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 467.96	$ -	$ 467.96
MIP	2023	API23-0354	Umpqua Bank	MARRIOTT MISSION VALLE1	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 697.84	$ -	$ 697.84
MIP	2023	API23-0354	Umpqua Bank	MARRIOTT MISSION VALLE2	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 1,273.96	$ -	$ 1,273.96
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262466960860	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 67.00	$ -	$ 67.00
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262459799341	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 514.96	$ -	$ 514.96
MIP	2023	API23-0354	Umpqua Bank	MARRIOTT MISSION VALLE	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 1,182.67	$ -	$ 1,182.67
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262466956842	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 82.00	$ -	$ 82.00
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5262408604197	62	62-0000-0-0000	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 313.95	$ -	$ 313.95
MIP	2023	API23-0243	Estevan Whitfield	HCCTS Per Diem - E. Whitfield	62	62-0000-0-0000	5200	5200	074	San Diego	4/17/2023	4/17/2023	$ 150.00	$ -	$ 150.00
MIP	2023	API23-0331	Umpqua Bank	SOUTHWES 5262446835518	62	62-0000-0-0000	5200	5200	074	San Diego	6/27/2023	4/24/2023	$ 447.95	$ -	$ 447.95
MIP	2023	API23-0332	Umpqua Bank	SOUTHWES 5262445605090	62	62-0000-0-0000	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 562.96	$ -	$ 562.96
MIP	2023	API23-0332	Umpqua Bank	SOUTHWES 5262445604835	62	62-0000-0-0000	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 293.98	$ -	$ 293.98
MIP	2023	API23-0332	Umpqua Bank	SOUTHWES 5262445604801	62	62-0000-0-0000	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 612.97	$ -	$ 612.97
MIP	2023	API23-0332	Umpqua Bank	SOUTHWES 5262445604849	62	62-0000-0-0000	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 739.96	$ -	$ 739.96
MIP	2023	API23-0332	Umpqua Bank	GRAND HYATT SAN DIEGO2	62	62-0000-0-0000	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 1,935.84	$ -	$ 1,935.84
MIP	2023	API23-0332	Umpqua Bank	HYATT ANDAZ SAN DIEGO2	62	62-0000-0-0000	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 348.19	$ -	$ 348.19
MIP	2023	API23-0343	Umpqua Bank	HYATT ANDAZ SAN DIEGO	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	5/1/2023	$ 685.10	$ -	$ 685.10
MIP	2023	API23-0343	Umpqua Bank	SOUTHWES 5269961376971	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	5/1/2023	$ -	$ 42.00	$ (42.00)
MIP	2023	API23-0343	Umpqua Bank	SOUTHWES 5262452599189	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	5/1/2023	$ 581.96	$ -	$ 581.96
MIP	2023	API23-0333	Estevan Whitfield	Reimbursement Request - E. Whitfield	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 50.00	$ -	$ 50.00
MIP	2023	API23-0336	Kevin Taylor	Reimbursement Request - K.Taylor	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/27/2023	$ 1,808.08	$ -	$ 1,808.08
MIP	2023	JV24-0004		HERTZ 0459321-Umpqua CC Statement 042823-65	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 551.56	$ -	$ 551.56
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262462384063	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 579.96	$ -	$ 579.96
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262462280960	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 588.96	$ -	$ 588.96
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262462280990	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 783.97	$ -	$ 783.97
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262462384056	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 546.96	$ -	$ 546.96
MIP	2023	API23-0336	Commerce Bank	Previous Balance and Late Charge	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/27/2023	$ 780.86	$ -	$ 780.86
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5262408604153	62	62-0000-0-0000	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 342.98	$ -	$ 342.98
MIP	2023	API23-0209	Umpqua Bank	GRAND HYATT SAN DIEGO 1	62	62-0000-0-0000	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 840.56	$ -	$ 840.56
MIP	2023	API23-0209	Umpqua Bank	GRAND HYATT SAN DIEGO	62	62-0000-0-0000	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 969.38	$ -	$ 969.38
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5269949221912-	62	62-0000-0-0000	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ -	$ 120.01	$ (120.01)
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5262408604060	62	62-0000-0-0000	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 263.98	$ -	$ 263.98
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5262408604151	62	62-0000-0-0000	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 737.96	$ -	$ 737.96
MIP	2023	API23-0206	Lorena Cuevas	HCCTS Per Diem - L. Cuevas	62	62-0000-0-0000	5200	5200	074	San Diego	3/6/2023	3/6/2023	$ 225.00	$ -	$ 225.00
MIP	2023	API23-0217	Lorena Cuevas	Employee Reimbursement - L. Cuevas	62	62-0000-0-0000	5200	5200	074	San Diego	3/21/2023	3/20/2023	$ 42.00	$ -	$ 42.00
MIP	2023	API23-0318	Kevin Taylor	HCCTS Per Diem - K. Taylor	62	62-0000-0-0000	5200	5200	074	San Diego	6/16/2023	6/16/2023	$ 150.00	$ -	$ 150.00
MIP	2023	API23-0354	Umpqua Bank	HOTEL DEL CORONADO	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 791.54	$ -	$ 791.54
MIP	2023	JV24-0004		COLONIAL CAB-Umpqua CC Statement 042823-659	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 25.31	$ -	$ 25.31
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262473325056	62	62-0000-0-0000	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 654.96	$ -	$ 654.96
MIP	2023	CD23-0066	San Diego Gas & Ele	Electric Services for 3/15/23 - 04/17/23	62	62-0000-0-0000	5500	5500	074	San Diego	5/12/2023	5/12/2023	$ 119.93	$ -	$ 119.93
MIP	2023	CD23-0071	San Diego Gas & Ele	Electric Services for April 18th to May 17th 2023	62	62-0000-0-0000	5500	5500	074	San Diego	6/8/2023	6/8/2023	$ 103.24	$ -	$ 103.24
MIP	2023	API23-0215	Alan Shera	1/2 March 2023 Rent	62	62-0000-0-0000	5610	5600	074	San Diego	3/14/2023	3/14/2023	$ 2,500.00	$ -	$ 2,500.00

MIP	2023	API23-0219	Alan Shera	San Diego Rent -April 2023		62	62-0000-0-000(	5610	5600	074	San Diego	3/20/2023	3/20/2023	$ 5,000.00	$ -	$ 5,000.00
MIP	2023	API23-0291	Alan Shera	406 9th Avenue, Suite 310 - Rent for June 2023		62	62-0000-0-000(	5610	5600	074	San Diego	5/22/2023	5/22/2023	$ 5,000.00	$ -	$ 5,000.00
MIP	2023	API23-0257	Alan Shera	San Diego Rent- May 2023		62	62-0000-0-000(	5610	5600	074	San Diego	4/20/2023	4/20/2023	$ 5,000.00	$ -	$ 5,000.00
MIP	2023	API23-0325	Caltronics Business S	Period From 05/01/23 - 05/31/23		62	62-0000-0-000(	5620	5600	074	San Diego	6/23/2023	6/23/2023	$ 21.25	$ -	$ 21.25
MIP	2023	API23-0325	Caltronics Business S	Freight		62	62-0000-0-000(	5620	5600	074	San Diego	6/23/2023	6/23/2023	$ 13.92	$ -	$ 13.92
MIP	2023	API23-0325	Caltronics Business S	Rouding Variance		62	62-0000-0-000(	5620	5600	074	San Diego	6/23/2023	6/23/2023	$ 7.26	$ -	$ 7.26
MIP	2023	API23-0323	Caltronics Business S	Sales Order#755733		62	62-0000-0-000(	5800	5800	074	San Diego	6/20/2023	6/20/2023	$ 125.00	$ -	$ 125.00
MIP	2023	API23-0286	Blaisdell's Business I	Installation (taxable)		62	62-0000-0-000(	5800	5800	074	San Diego	5/18/2023	3/28/2023	$ 1,125.00	$ -	$ 1,125.00
MIP	2023	API23-0286	Blaisdell's Business I	Tax (7.75%)		62	62-0000-0-000(	5800	5800	074	San Diego	5/18/2023	3/28/2023	$ 87.19	$ -	$ 87.19
MIP	2023	API23-0286	Blaisdell's Business I	INSTALLATION, NON RETURNABLE		62	62-0000-0-000(	5800	5800	074	San Diego	5/17/2023	5/17/2023	$ 916.10	$ -	$ 916.10
MIP	2023	API23-0286	Blaisdell's Business I	tax		62	62-0000-0-000(	5800	5800	074	San Diego	5/17/2023	5/17/2023	$ 71.00	$ -	$ 71.00
MIP	2023	API23-0308	Continental Electric I	Cost For Work Completed To 3727 Marconi Ave		62	62-0000-0-000(	5800	5800	074	San Diego	6/7/2023	6/7/2023	$ 1,781.00	$ -	$ 1,781.00
MIP	2023	API23-0310	Comcast Business	Acct # XXXXX2263 -Business Services 04/15/23 - 05		62	62-0000-0-000(	5900	5900	074	San Diego	6/13/2023	6/9/2023	$ 595.03	$ -	$ 595.03
MIP	2023	API23-0235	Cox Business	Acct. XXXXX9804 Charges 03/23/23 - 04/22/23		62	62-0000-0-000(	5900	5900	074	San Diego	4/11/2023	4/11/2023	$ 569.37	$ -	$ 569.37
MIP	2023	VD23-0047	Cox Business	Acct. XXXXX9804 Charges 03/23/23 - 04/22/23		62	62-0000-0-000(	5900	5900	074	San Diego	4/11/2023	4/18/2023	$ -	$ 569.37	$ (569.37)
MIP	2023	API23-0273	Cox Business	Acct. XXXXX9804 Charges 04/23/23 - 05/22/23		62	62-0000-0-000(	5900	5900	074	San Diego	5/8/2023	5/8/2023	$ 444.37	$ -	$ 444.37
MIP	2023	API23-0273-C(	Cox Business	Acct. XXXXX9804 Charges 04/23/23 - 05/22/23		62	62-0000-0-000(	5900	5900	074	San Diego	5/8/2023	5/8/2023	$ 444.37	$ -	$ 444.37
MIP	2023	API23-0273-RE	Cox Business	Acct. XXXXX9804 Charges 04/23/23 - 05/22/23		62	62-0000-0-000(	5900	5900	074	San Diego	5/8/2023	5/8/2023	$ -	$ 444.37	$ (444.37)
MIP	2023	API23-0332	Umpqua Bank	COX COMM SAN DIEGO		62	62-0000-0-000(	5900	5900	074	San Diego	4/25/2023	4/2/2023	$ 569.37	$ -	$ 569.37
MIP	2023	API23-0310	Cox Business	Acct. XXXXX9804 Charges 05/23/23 - 06/22/23		62	62-0000-0-000(	5900	5900	074	San Diego	6/9/2023	6/9/2023	$ 394.37	$ -	$ 394.37
MIP	2023	API23-0339	Cox Business	Acct. XXXXX9804 Charges 06/23/23 - 07/22/23		62	62-0000-0-000(	5900	5900	074	San Diego	6/30/2023	7/10/2023	$ 554.68	$ -	$ 554.68
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5262198924047-1	09		09-0000-0-000(	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ -	$ 287.96	$ (287.96)

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Highlands Community Charter School
Material Revision Request

Respectfully Submitted to the Twin Rivers Unified School District Board of Trustees

September 18, 2025

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted: September 2025

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GLOSSARY

Term	Definition
ADEL	Adult English Language Learner
COAAP	Civic Objective and Additional Assessment Plan
CTE	Career Technical Education
EdCite	Edcite is an online platform primarily used for creating, sharing, and administering educational assessments.
EL Civics	English Literacy and Civics Education
HCCS	Highlands Community Charter School
SETA	Sacramento Employment and Training Agency
TE	TOPSPro Enterprise
TRUSD	Twin Rivers Unified School District
WIOA	Workforce Innovation Opportunity Act

Preface

Highlands Community Charter School respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in the District. This material revision is being submitted as the Charter School is requesting the following changes to the charter:

1. **Updated Number of Sites**
   HCCS requests to maintain 14 sites as detailed in Element P the material revision.

2. **Updated Credential Qualifications**
   In the 2024-2025 school year, HCCS modified credential requirements for teachers based on a May 2025 update from the CTC and additional guidance communicated by TRUSD. This material revision will align the charter document with our commitment to utilize K-12 credentials rather than adult credentials for its teachers.

3. **Proposed Career Technical Education (CTE) Programs for 2025-2026 School Year**
   HCCS proposes to operate seven CTE programs in the 2025-2026 school year:
   - Culinary Arts
   - Digital Literacy and Multimedia
   - Early Childhood Education (ECE)
   - Medical Services
   - Microsoft Office Specialist (MOS) Certification
   - Personal Finance
   - Real Estate

4. **Addition of Grade 11**
   HCCS proposes to add grade 11 in compliance with guidance from TRUSD.

5. **Addition of CAST and CAASPP Assessments**
   HCCS will test students in both CAST and CAASPP based on guidance from the California Department of Education and TRUSD. While these assessments are intended for students in traditional high school programs, and HCCS serves adults, HCCTS has implemented this assessment to ensure compliance and accountability in its academic programs.

6. **Enhanced Curriculum for Improved English Learner Support**
   The HCCTS Board has approved the Savvas curriculum for HCCS. Implementation has begun with professional development support from Savvas in alignment with Professional Learning Community (PLC) structures.

7. **Lottery Procedures**
   HCCS respectfully requests approval to update its current lottery procedures to more accurately reflect the Charter School's existing admission practices. While maintaining full compliance with all applicable provisions of the California Education Code, HCCS

seeks to clarify and enhance its written policies and procedures to ensure greater transparency, accessibility, and alignment with the school's mission of serving adult learners. These updates will streamline the admissions process, reflect current operational structures, and better address the needs of the diverse student population.

With TRUSD's approval, HCCS will continue to uphold equitable and compliant admission practices while refining procedures to ensure they are clear, consistent, and supportive of the school's commitment to access and inclusion.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") and outside of the District pursuant to the WIOA exemption to site restrictions contained in the Charter Schools Act of 1992 is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to HCCS shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(e)(3).)
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking

to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. (Ed. Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a)(2).)
- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)
- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized and amended as the Every Student Succeeds Act ("ESSA").
- Comply with the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with the Ralph M. Brown Act.
- Comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47601.1.
- Comply with Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum number of school days. (Title 5 California

Code of Regulations § 11960.)

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.

_____ _____

Jonathan Raymond for HCCS Date

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Element A The Educational Program

Program Focus: Opportunities for Adult Learners

The Highlands Story
Highlands Community Charter School (HCCS) has been in operation since August 2014 and is one of two public charter schools operated by Highlands Community Charter and Technical Schools. HCCS exists to provide second chances — to serve adult learners aged 22 and older who, for a wide variety of reasons, were unable to earn a high school diploma through traditional pathways.

We serve a uniquely diverse student population, the majority of whom are immigrants and refugees. Some of our students arrive with advanced degrees from their home countries, having previously worked as engineers, teachers, and medical professionals. Others have had little or no formal education and are just beginning to learn to read, write, or speak English for the first time. Our model is built to honor this range of lived experiences — meeting students where they are and helping them reach where they want to go.

HCCS is open to all adult learners over the age of 22 and accepts students according to available capacity and lottery procedures. At our core, we believe that every student — regardless of their starting point — deserves access to a high-quality education, a pathway to a better future, and the unwavering support of a school community that sees their potential.

In July 2025, HCCS entered an era of renewal and accountability under the leadership of Executive Director Jonathan Raymond, former superintendent of Sacramento City Unified. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to urgently rebuild an adult education program on a foundation of institutional integrity and a deep commitment to putting students first in every decision. We are raising standards across the board to implement clear policies for fiscal responsibility, place K-12 credentialed teachers in every classroom, lower class sizes, develop a rigorous and standards-aligned curriculum, enable more professional learning for teachers, and expand access to career training to support workforce needs throughout the regions we serve.

While the school has temporarily cut back staffing and reduced its enrollment capacity as part of program restructuring, it has laid essential groundwork for deep structural change. Every initiative proposed in this revision reflects our commitment to building educational programs that deliver on HCCS's commitment to serving its students, families, and the public.

HCCS has also launched a comprehensive five-year strategic planning process to reimagine how we deliver services and meet the evolving needs of our learners. We are investing in academic

excellence, workforce relevance, and a culture of care. With these changes, we believe Highlands can become a statewide model for high-quality adult education that transforms lives.

Mission Statement
HCCS is a diverse community for social justice, serving the underserved by providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, HCCS builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of HCCS is to eradicate educational inequality and promote workforce success.

Executive Leadership
The Executive Leadership at Highlands Community Charter School provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress.

Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer, and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability.

Leadership Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education. Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California's history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He

previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments, and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Chief Operations Officer
Teresa holds a Ph.D. from the University of Illinois, Chicago, and has worked in the field of education for more than 29 years. Her work as a teacher, administrator, and author of mathematics curricula has spanned the breadth of the education community from PreK-12 through community college and university levels. She has extensive experience in executive-level district administration, as well as research and development for various non-profits, Riverside County Office of Education, and the Stuart Foundation, including co-development of an organizational health review.

Eric Chapman, Chief Academic Officer
Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer
Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen

multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Melissa Roberson, Director of Accountability and Assessment
Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Director of School Services
Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

The Population HCCS Desires to Educate
HCCS has the motto "...it's never too late." The school specifically focuses on providing educational opportunities for adults 22 years and older without a US high school diploma who have been unserved or underserved by the traditional educational system. This includes students who were unable to complete high school due to circumstances such as early parenthood, justice system involvement, or economic necessity, as well as immigrants and refugees seeking educational opportunities in the United States. HCCS provides a viable educational choice for

adult learners interested in completing their high school education in a supportive environment that recognizes their diverse backgrounds, experiences, and goals.

The school serves students from 89 countries, with the five most represented countries as of the 2024-2025 school year being Afghanistan (5,830 students), Ukraine (1,383), Russia (1,356), Mexico (1,014), and Vietnam (318). This international diversity reflects both global migration patterns and Sacramento's role as a resettlement community for refugees and immigrants.

Student Population Characteristics

Demographics and Geographic Distribution

HCCS enrolls students primarily from Sacramento County, serving a culturally and linguistically diverse population. Women comprise 58.90% of the student body, men 41%, and 0.10% identify as nonbinary. The school serves grades 9-12, with all students being 22 years of age or older.

Language and Cultural Diversity

Approximately 90% of HCCTS students are English Language Learners, though the school also serves English proficient students seeking to complete their education through credit recovery. Based on enrollment data, there are multiple primary languages represented at HCCS, reflecting the diverse countries of origin of the student population. The five most represented countries at HCCS as of Census day for the 2024-2025 school year are Afghanistan, Ukraine, Russia, Mexico, and Vietnam. The table below shows the top five countries of origin for students at HCCS by year for the last three years, along with the number of students enrolled by year for that country.

	2022-2023	2023-2024	2024-2025
1	Afghanistan (2,875)	Afghanistan (3,755)	Afghanistan (5,830)
2	Ukraine (990)	Ukraine (1,305)	Ukraine (1,383)
3	Mexico (920)	Russia (1,239)	Russia (1,356)
4	Russia (634)	Mexico (1,036)	Mexico (1,014)
5	United States (381)	Vietnam (268)	Vietnam (318)

Socioeconomic Status

The overwhelming majority of HCCS students qualify as socioeconomically disadvantaged, with over 97% qualifying for this status in the 2023-2024 census, an increase from the historical 90%+ rate.

Free and reduced lunch eligibility has grown significantly:

Year	Students Eligible for Free/Reduced Lunch
2022-2023	5,690
2023-2024	9,350
2024-2025	11,546

Housing Instability
A significant portion of the student population experiences housing instability:

Year	Enrolled Homeless Students
2022-2023	450
2023-2024	1,584
2024-2025	1,365

Due to the social stigma associated with homelessness, these numbers likely represent underreporting, as many students temporarily staying with friends or family may not identify as homeless.

Student Challenges and Needs

Varied Educational Backgrounds
The educational backgrounds of HCCS students vary dramatically. Some refugee and immigrant students arrive with advanced degrees from their countries of origin and extensive English language experience, while others may have never had formal education and lack literacy in their first language. US-born students typically have experienced interruptions in their education due to various life circumstances.

Multiple Responsibilities
Many students are adults managing multiple responsibilities, including employment, family care, and basic needs. They often lack access to reliable transportation, computer technology, and childcare. Limited free time presents ongoing challenges for academic engagement and completion.

Trauma and Life Experiences
Students frequently arrive having experienced various forms of trauma including displacement, poverty, addiction, homelessness, and incarceration. Ex-offenders face particular challenges re-entering educational settings and often require additional academic and social-emotional support.

Access to Basic Needs
Many students lack access to fundamental necessities including food, appropriate clothing, school supplies, and stable housing. The refugee population faces additional challenges adapting to new customs, culture, and technology while building English proficiency and seeking employment.

Student Goals and Motivations

Students enroll at HCCS with diverse but interconnected goals: improving English language skills, completing their high school education, accessing better employment skills and opportunities, supporting their families, and participating more fully in their communities. For many, earning a high school diploma represents both a long-deferred dream and a critical step toward economic stability and further education. HCCS recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate in both academics and the needs of their well-being, and balanced in knowledge of core subjects, communication, career and civic readiness, and the use of technology. In the grades 9-12 high school context, this means students engage in a coherent course of study that builds critical thinking and problem-solving, and helps them act with increasing independence and confidence in academic and professional settings. Our students become empathetic, collaborative members of the community. Through collaboration, they set and pursue personal, academic, and career goals. A climate of mutual trust and support leads students to demonstrate empathy and to engage in respectful, productive communication. Teachers guide students to see themselves as global citizens who are empowered and responsible for making positive changes in their immediate environments and beyond. Accordingly, an educated person in California today is literate in English and able to communicate and function competitively and productively in the workforce, in higher-education classrooms, and in their communities.

Our students **seek understanding and peace** within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have had limited access to technology learn to use digital tools as a means to succeed in school, work, and civic life.

Our students are **scholars** who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California/ Sacramento community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are **community members** who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the skills they have developed and prepared to communicate, collaborate, and contribute.

Our students are **citizens** of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our

campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are **members of an increasingly technical and information-based world** and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Educational Philosophy and Approach

HCCS supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

Learning Occurs in the Context of Safe and Trusting Relationships

Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

Trauma-Informed Educational Practices

Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.

Relational Pedagogy

We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.

Community Building and Peer Support

We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Mental Health and Wraparound Services

We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership

with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption
Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Instruction Must Meet Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)
A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design
We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support
Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at

their level and provide translated background text and videos that build background knowledge to enhance ELLs access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching
Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness
Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Effective Adult Learning Requires Agency and Relevance
Adult learners bring intrinsic motivation and clear goals that can be powerful drivers of academic success when properly leveraged. Our role is to create learning experiences that honor students' autonomy while providing the structure and support they need to achieve their educational objectives.

Self-Directed Learning and Goal Setting
We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Choice and Flexibility in Learning
Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.

Real-World Connections and Application
Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students

might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.

Career and College Integration
We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.

Student Voice and Feedback
Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.

Ownership of Learning Outcomes
We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.
These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

Foundational Research and Theories Supporting Our Approach

Adult Education Learning Theories
HCCS applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources, including personal achievement, social factors, and career advancement.

Sociocultural Theories
According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-world participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that

mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013).

The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is defined as, "a process of setting up" the situation to make the student's entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner's ZPD.

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities.

According to the U.S. Department of Education's Literacy Information and Communication System (2012), differentiated instruction engages students at a range of different levels with various learning styles and makes learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction (CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the

most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

As a charter school exclusively serving students over the age of 21, the English assessment requirements of federal and state law applicable to students aged 3 through 21, as defined by Education Code section 306, do not apply to HCCS.[1] Almost all of the students at HCCS are classified in CALPADS as adult English Language Learners or ADELs. Therefore, HCCS students do not take the English Language Proficiency Assessments for California (ELPAC) or appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). HCCS goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At HCCS, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Language and Content Learning Are Interconnected.

Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.

Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

[1] Education Code section 306, section (a), defines “English learner” for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. “the term ‘English learner’, when used with respect to an individual, means an individual who is aged 3 through 21.”

Authentic Assessment Drives Responsive Instruction.
We move beyond standardized measures to develop assessment practices that capture the full range of our students' growing capabilities. This includes portfolio-based assessments, project-based demonstrations of learning, and self-assessment tools that help students track their own progress toward their goals.

Language Assessment Upon Enrollment

As a WIOA partner, HCCS assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with HCCS level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
As an exclusively adult-serving charter school, HCCS serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment and Class Size to Support Learning Goals
Enrollment at Highlands Community Charter School has increased each year since its opening. In the 2021–2022 school year, enrollment was 3,751; in 2022–2023, enrollment rose to 6,749; and in 2023–2024, enrollment grew again to 9,069 students, according to the DataQuest census day snapshot. By the end of the 2023–2024 school year, HCCS experienced a significant increase in enrollment and heavily impacted classes. Teachers reported that students were often unprepared with essential skills, and frequent roster changes disrupted instruction. In response, the enrollment process was revised for the 2024–2025 school year to better prepare students and support more strategic class planning. In the 2024-2025 school year new students were enrolled

on a biweekly basis rather than continuously throughout the term. Orientation was also updated to include study skills, academic planning, and CASAS assessments.

Five-Year Enrollment Rollout Plan
HCCS has dramatically reduced its enrollment due to updated credential requirements for teachers. As a result, HCCS has recently laid off 631 employees (teachers who only possess an adult education credential as well as staff that would support these teachers and the students that they serve).

Although we currently have over 2,700 students on a waitlist waiting to enroll, the school needs to rebuild its capacity to serve them. For the 2025-2026 school year, HCCS currently has approximately 1,000 students enrolled and plans to increase growth at a reasonable pace over the following four fiscal years as it hires and/or trains additional K-12 credentialed teachers. The five-year enrollment rollout plan is as follows:

Year	Number of Students
2025-2026	1,000
2026-2027	1,100
2027-2028	1,210
2028-2029	1,331
2029-2030	1,464

In the 2024-2025 school year, HCCTS adopted a Class Sizes and Enrollment Board Policy (6151BP) which stated that, “While California does not mandate class size limits for grades 9-12, HCCTS recognizes the importance of maintaining class sizes that promote a productive learning environment, reduce teacher workload, and enhance student engagement. Optimal class sizes are essential to support personalized instruction, improve student outcomes, and foster academic success. The Board of Directors, in consultation with the Executive Director, will establish appropriate class size limits that align with HCCTS’ instructional goals and student needs.” For the school year 2025-2026, class sizes are set at 30-1.

Class Size Guidelines

- Student-to-Teacher Ratios: Class sizes will be managed to ensure student-to-teacher ratios that support personalized instruction and academic success.

- Program-Specific Adjustments: Class sizes may vary depending on the nature of the program (e.g., independent study, bridge programs, or high school completion).

Enrollment Management

● Enrollment Caps: Each classroom will have an enrollment cap aligned with physical capacity and instructional goals.
● Monitoring and Rebalancing: HCCS Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

● Cross-Reference with Physical Capacity: Class sizes and enrollment numbers will be managed in coordination with physical capacity limits as outlined in BP 7110 Physical Classroom Capacity to ensure compliance with Fire Marshal regulations and building codes.

Impact on Instruction and Student Outcomes

● Teacher Workload: Class size limits will be established to reduce teacher workload and promote effective instruction.

● Student Engagement: Class sizes will be prioritized in courses requiring intensive instruction or student participation.

Admission Process
HCCS has introduced a comprehensive admission process to better prepare and place incoming students. This process includes registration, grade level placement, an overview of student expectations and services, and covers any technology-related needs. This enhanced enrollment process ensures students are fully supported from registration to their first day, setting them up for success at HCCS.

2025-2026 ACADEMIC SCHOOL CALENDAR



July 1 - Aug 1	Summer Break	Jan 19	Martin Luther King Jr. Day	May 25	Memorial Day
Aug 4 - Aug 13	Staff Development Days	Feb 12	Lincoln Day	Jun 19	Juneteenth
Sept 1	Labor Day	Feb 16	Presidents' Day	Jun 29 - Jun 30	Staff Development Days
Nov 12	Veterans Day Observed	Mar 27	César Chávez Day Observed		
Nov 24 - Nov 28	Thanksgiving Break	Mar 30 - Apr 3	Spring Break		
Dec 22 - Jan 2	Winter Break	Apr 6 - 7	Staff Development Days		

Goals of HCCS Program and Student Learning Outcomes

HCCS has three Schoolwide Learner Outcomes (SLO):

- Academic Growth: Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- Career Progress: Students make documented progress toward individualized education, workforce skill development, and career goals.
- Digital Communication: Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many of our learners enter HCCS with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community success. To make this real in classrooms, and to build a bridge to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to learners 22+ who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are centered around K-12 state standards shaped by the needs of our students and community, and grounded in a commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to learning so students can persist and complete. At HCCS, we believe in our students, we believe in our community partners, and we believe that it's never too late.

The Instructional Leadership Team: Stewards of HCCS's Academic Goals
The goals of the HCCS program are created and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team. The ILT is comprised of the CAO, the principals, teacher leaders, Director of Professional Learning, Director of CASAS testing, and Director of Curriculum. The ILT meets every other week to ensure that HCCS is meeting its academic goals by analyzing student learning data and designing professional learning support that responds to these data as well as to teacher-reported needs. The ILT works to create coherence across our goals and accountability requirements to support teachers in understanding how these efforts overlap and form our core goals.

Common Core Standards
HCCS is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content

area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects
HCCS offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies and electives.

English Language Arts
The English Language Arts courses guide students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes, developing skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic success and professional communication.

Mathematics
The Mathematics courses build foundational skills through a sequence aligned with California Common Core standards, beginning with Pre-Algebra and progressing to Algebra 1 and Geometry. Students develop proficiency with key concepts such as fractions, decimals, ratios, proportions, equations, and basic geometry. Emphasis is placed on applying mathematical reasoning to real-life contexts like financial calculations and problem-solving. The curriculum fosters critical thinking and the ability to represent mathematical situations numerically, graphically, verbally, and symbolically, preparing students for success in advanced math courses and everyday life.

History-Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking, connecting academic content with learners' personal and community experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science

introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
The Electives program offers diverse opportunities for students to develop critical reading, communication, and public speaking skills. Courses like *Reading for Pleasure* foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series of courses supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses focus on building foundational language skills through systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum

HCCTS recently engaged in a curriculum adoption process to procure Savvas, a standards-aligned curriculum for HCCS courses. We followed an articulated adoption process and received guidance from our UMass Global credentialing partner who had extensive experience with curricular materials that best serve ELLs. Our process involved reviewing materials utilized by other surrounding school districts as well as following recommendations by EdReports in order to understand the best options for our context. We engaged in vendor demos, received teacher feedback around our top choices, and delivered our final proposal to the board of directors for approval.

The HCCTS board approved the adoption of the Savvas curriculum in August 2025. There were many elements that led to this choice including a single user-friendly platform for both teachers and students, and a high rating on EdReports. The curriculum is also used by Twin Rivers

Unified School District, Elk Grove Unified School District, and Los Angeles Unified School District. In order to support teachers to gain familiarity and comfort with the new curriculum, the start of classes was extended until August 14th and teachers met in professional learning communities (PLCs) to build their knowledge of the standards-aligned curriculum. Our contract with Savvas includes access to both an online digital curriculum and to teacher edition textbooks and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish
A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English
An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum
In-house developed theme packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Understanding Learning: Using Student Assessments to Support HCCS Goals

We employ multiple forms of assessment to monitor student progress and inform instruction:

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys**: Self-perception data helps us to understand the student experience.
- **CASAS testing:** Comprehensive Adult Student Assessment System, a competency based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP**: California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments**

Administered 3 times per program year

- **ELD Level Placement Test**
  Upon enrollment
- **ELD Level Exit Test**
  Administered to determine readiness to advance to the next ELD level

Professional Development Supporting HCCS Goals

High-quality professional learning is about creating a learning system. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings.

HCCS leadership works in partnership with HCCS principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. There are several core beliefs about practitioner-based learning that informs the HCCS approach to professional learning:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are being met.
- Agency and relevancy are guiding drivers for adult learners; being able to articulate their own goals and see where they are on the path to achieving those goals is essential for adult learners.
- For instruction to be changed and improved, the learning experience of students must be public (not hidden away).
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition
Central to HCCS professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All HCCS educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices
Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking
We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning

about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making
As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

HCCS Professional Learning Structures
There are multiple existing structures that support professional development at HCC for teachers and leaders.

Friday Professional Development Sessions
Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC
Leading is complex and uncertain work, and HCCS supports its two principals in PLC sessions led by the Chief Academic Officer. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are

progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Per Week Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching

Teaching standards-aligned high school curriculum to newcomer adults with varying degrees of education in their home language and a wide range of English skills is challenging teaching. To support excellent instruction, HCCS is in the process of investing in on the ground coaching for our teachers. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction. At the time of the writing of the material revision, we plan to begin Phase 1 of the teacher coaching program by October 15th. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on the ground support of teachers ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement

Assessment is a core to instructional improvement at HCCS. Not only does assessment tell us

where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. HCCS is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The instructional leadership team (ILT) will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand barriers to student progress.

Informal Assessments and Improvement
Working in their PLCs, teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT uses classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience The HCCS instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, we do value this source of data to understand HCCS's social and emotional conditions for learning.

Every year, HCCS conducts anonymous student climate surveys. These surveys are sent out to students in the following languages:

- English
- Arabic
- Spanish
- Persian
- Armenian
- Pashto
- Russian
- Turkish
- Ukrainian
- Vietnamese
- Chinese

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app.

Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

HCCS students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of HCCS students who agree or strongly agree with each statement for the year indicated for the last three years.

Survey Statement	2022 - 2023	2023 - 2024	2024 - 2025
Lessons help me in my daily life.	96%	88%	95%
Lessons are interesting.	95%	90%	95%
I know what I need to do to make progress in my classes.	96%	90%	94%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	95%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	95%	89%	94%
I have the technology I need to learn.	95%	91%	96%
The school, classrooms, and buildings are clean and in good condition.	96%	94%	93%
The school tells me important information regularly (holidays, school announcements, events).	94%	95%	97%
All students from different backgrounds and countries are treated kindly.	92%	96%	97%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	92%	97%	96%

My teacher really cares about me and respects me.	93%	98%	98%
My counselor really cares about me and respects me.	91%	92%	87%
The school helps me turn my college and career goals into a plan.	90%	84%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	85%	78%	85%
I want to learn more about mental health and how to deal with stress.	76%	57%	67%
I feel connected to the school, my classmates, and teacher.	85%	83%	90%
I feel safe at school (I trust our leaders to make our school safe).	87%	95%	94%
I know how to log in and check my student email.	72%	90%	93%
I know how to log in to my online learning tools	77%	84%	91%
Highlands helps me learn to use technology by giving mobile devices and digital literacy training.	64%	79%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week.	*ND	*ND	77%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Because many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, HCCS provides extra support to ensure students' academic success. Classroom teachers are available to meet with students before and after school during their office hours to support students who are struggling academically.

Paraeducators

English proficiency and learning needs vary widely for our incoming students. HCCS paraeducators provide crucial language scaffolding by providing individualized instructional support in students' native languages and creating more opportunities for meaningful English language practice, ensuring that our Level 0 students can fully benefit from our educational programs.

Additionally, paraeducators who share students' cultural backgrounds can create a more comfortable environment that reduces the anxiety often experienced by new students and immigrant populations. While teachers focus primarily on academic instruction, paraeducators provide crucial social-emotional support to help students navigate their educational environment successfully. Paraeducators also help students build digital literacy, fluency with the HCCS systems, and provide academic support.

HCCS hired 32 new paraeducators in 2024–2025 to expand instructional support across its sites. All but two of those paraeducators were released in June 2025 as part of the school’s

restructuring process, which prioritized staffing of credentialed instructors. HCCS plans to rehire three additional paraeducators this school year as it builds its program capacity and will further increase paraeducator staffing as part of its sustainable five-year growth plan.

Literacy Support
During the 2025-2026 school year, HCCS will hire staff to provide literacy support for English language learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
HCCS will implement an in-person tutoring program to replace previous online tutoring opportunities. Based on feedback from students and staff, online tutoring no longer effectively serves the needs of our student population. Key challenges, detailed below, include a lack of digital literacy skills, low student engagement, and limited availability of support. The design of our in-person tutoring program will focus on effectively addressing these findings.

<u>Challenges for Students Accessing Online Tutoring</u>

- Cultural barriers – example: Afghan women
    - Our student population with the highest level of need for one-on-one tutoring
    - Working one-on-one with male tutors would violate cultural and religious norms
    - Afghan women typically have limited experience or skill with technology
    - Afghan women may have limited literacy skills and English language skills
    - Require in-person, one-on-one support by Dari or Pashto-speaking women tutors
- Technology barriers
    - Online login processes may limit access for students with low technical proficiency
    - Our student population may not have access to high-speed internet at home
    - Our student population may not have a device with internet access for use at home
    - Most online tutoring is chat-based, requiring literacy and typing skills
- Linguistic barriers
    - Top 5 languages:
        - Dari
        - Pashto
        - Ukrainian
        - Russian
        - Spanish
    - Online tutoring by English-speaking tutors cannot support students with limited English proficiency

<u>In-Person Tutoring Program Design</u>
HCCS is in the process of contracting with a tutoring business to offer students in-person tutoring that will:

- Account for cultural and technological barriers when assessing student needs
- Staff tutors who can serve specific cultural and linguistic populations of greatest need
- Implement and refine best practices for providing one-on-one academic support

- Develop robust translated learning materials for students in multiple formats

Student Success Team (SST)
At HCCS, the Student Success Team (SST) process is a collaborative, data-driven approach to identify and implement support strategies for students experiencing academic, behavioral, or attendance-related challenges. The goal is to equip educators with additional tools and resources to meet students' needs in the general education setting and, when necessary, connect students with services such as tutoring, counseling, or basic needs assistance. While SST may result in a referral to a 504 committee, its primary function is not to initiate such referrals.

SST Membership and Roles
SSTs are convened by the Director of Student Services or designee and include the student's counselor (as the facilitator), current teacher(s), the student, and guardians when applicable. Additional specialists such as social workers, speech therapists, healthcare providers, paraeducators, and language navigators may be invited based on student needs.

Referral Process
Students may be referred to the SST for persistent academic or behavioral concerns. Before referral, teachers must document the use of differentiated instructional strategies and collaboration with other staff. Referrals are submitted using a standardized form and must include relevant data such as attendance records, academic assessments, behavior logs, and prior interventions.

SST Meeting Process
Scheduling: SST meetings are scheduled promptly based on the urgency of the concern and include all relevant team members.

Data Collection
The team reviews comprehensive student data to inform the discussion.

Intervention Planning
A tailored plan is developed with specific goals, strategies, responsible staff, and a timeline for implementation.

Follow-Up
A follow-up meeting is held six weeks after the initial meeting to assess student progress and adjust the intervention plan as needed.

Documentation
All decisions, meeting minutes, and progress reports are documented and stored in the student's confidential file in accordance with FERPA and HCCTS policy.

SST Outcomes
The SST may recommend continued interventions within the general education setting, changes in instructional methods or placement, referrals to support services or external agencies, or, if

appropriate, a referral to the 504 Committee. All recommendations are monitored and evaluated for effectiveness.

Confidentiality and Compliance
SST processes comply with all applicable privacy laws, including FERPA. All records and discussions remain confidential and are shared only with authorized personnel.

Socioeconomically Disadvantaged Students
At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies socioeconomically disadvantaged and low-income students consistent with state and federal definitions upon registration through our Household Income Data Collection form and PowerSchool SIS system. This subgroup makes up a large majority of our student population.

To best serve our socioeconomically disadvantaged and low-income students, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in academic enrichment activities that align with their level-pacing academic plans and learn cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how to use mental models. Additionally, to meet the economic needs of these students, HCCS holds workshops with partners on issues related to economic need and building financial independence.

Instructional Days and Minutes Calculations
HCCS maintains multiple bell schedules that consistently exceed the minimum instructional time required under Education Code Section 47612.5(a), which mandates 64,800 minutes annually. Both AM and PM bell schedules detail 5 consist of 5 instructional days, Monday through Friday with 5 periods each except on 17 modified Friday schedules designed to incorporate time for teacher professional development. The Academic Calendar(found on page 25) includes 197 instructional days, 180 regular and 17 modified Fridays, totaling 65,087 minutes for both AM and PM schedules.

Instructional Minutes Report (Full Day) *Bell Schedule* *2025-2026*				**Instructional Minutes Report (Teacher PD)** *Bell Schedule* *2025-2026*		
AM Bell Schedule				**AM Bell Schedule**		
PLC - Planning	8:00 - 8:45 am	0		PLC - Planning	8:00 - 8:45 am	0
Period 1	8:45 - 9:51 am	66		Period 1	8:45 - 9:38 am	53
Passing Period	9:51 - 9:53 am	2		Passing Period	9:38 - 9:40 am	2
Period 2	9:53 - 10:59 am	66		Period 2	9:40 - 10:33 am	53
Passing Period	10:59 - 11:01 am	2		Passing Period	10:33 - 10:35 am	2
Period 3	11:01 - 12:07 pm	66		Period 3	10:35 - 11:28 pm	53
Passing Period	12:07 - 12:09 pm	2		Passing Period	11:28 - 11:30 pm	2
Period 4	12:09 - 1:15 pm	66		Period 4	11:30 - 12:23 pm	53
Lunch	1:15 - 1:45 pm	0		Lunch	12:23 - 12:53 pm	0
Period 5	1:45 - 2:51 pm	66		Period 5	12:53 - 1:46 pm	53
PLC - Reflection	2:51 - 4:30 pm	0		Professional Development	2:00 - 4:30 pm	0
	Total Instructional Minutes:	**336**			**Total Instructional Minutes:**	**271**
PM Bell Schedule				**PM Bell Schedule**		
PLC - Planning & Reflection	2:00 - 4:00 pm	0		Professional Development	2:00 - 4:30 pm	0
Period 6	4:00 - 5:06 pm	66		Break	4:30 - 5:05 pm	0
Passing Period	5:06 - 5:08 pm	2		Period 6	5:05 - 5:58 pm	53
Period 7	5:08 - 6:14 pm	66		Passing Period	5:58 - 6:00 pm	2
Passing Period	6:14 - 6:16 pm	2		Period 7	6:00 - 6:53 pm	53
Period 8	6:16 - 7:22 pm	66		Passing Period	6:53 - 6:55 pm	2
Passing Period	7:22 - 7:24 pm	2		Period 8	6:55 - 7:48 pm	53
Period 9	7:24 - 8:30 pm	66		Passing Period	7:48 - 7:50 pm	2
Lunch	8:30 - 9:00 pm	0		Period 9	7:50 - 8:43 pm	53
Period 10	9:00 - 10:06 pm	66		Lunch	8:43 - 9:13 pm	0
Site Close	10:06 - 10:30 pm	0		Period 10	9:13 - 10:06 pm	53
	Total Instructional Minutes:	**336**		Site Close	10:06 - 10:30 pm	0

Instructional Requirements Report 2025-2026				
AM Bell Schedule				
Weekdays	*InstructionalMintues per Day*	*InstructionalDays*	*Grand TotalMinutes*	
All (M-F)	336	180	60,480	
Teacher PD Days	271	17	4,607	
PM Bell Schedule				
Weekdays	*InstructionalMintues per Day*	*InstructionalDays*	*Grand TotalMinutes*	
All (M-F)	336	180	60,480	
Teacher PD Days	271	17	4,607	
Instructional Requirements				
Requirement		*Requirement*	*Meets Requirement?*	*Notes*
Annual Instructional Minutes Required for Grades 9-12 (AM)		EDC 47612.5:64,800	Yes	65,087.00
Annual Instructional Minutes Required for Grades 9-12 (PM)		EDC 47612.5:64,800	Yes	65,087.00
Required Minimum Miutes per Day (AM)		EDC 46141:240	Yes	336.00
Required Minimum Miutes per Day (PM)		EDC 46141:240	Yes	336.00
Earliest Start Time for High Schools		EDC 46148:8:30 AM	Yes	9:00 AM start
Minimum Number of Days per Track		EDC 47612(d)(3):175 Days	Yes	197
Attendance Charters Must Require of Students		EDC 47612.5(e)(1):80%	Yes	In Board Policy
Required Percentage of School Days for Each Track Prior to April 15		EDC 47512(d)(5):55%	Yes	73%
Month	**Instructional Days**	**Instructional PD Days**		
July	0	0		
August	11	1		
September	19	2		
October	21	2		
November	12	2		
December	13	2		
January	17	2		
February	16	2		
March	17	2	Excess Minutes	287
April	16	1	Excess Days	0.85
May	19	1		
June	19	0		
Total	**180**	**17**		

Graduation Requirements
HCCS' high school students are eligible to graduate when they have been awarded 180 high school credits: 110 Academic including a mandatory 10 credits academic credits from Workforce Readiness courses, and 70 in elective or Career Technical Education (CTE) credits. As part of the 180 credits, transfer credits and employment credits count toward this total. As soon as the high school students complete 180 credits and those credits are verified, students are eligible to apply for their diplomas. After students receive their diplomas, they are asked to participate in a graduation ceremony.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements left to graduate. Each student is provided with an academic progress report. In the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2030-31 school year.

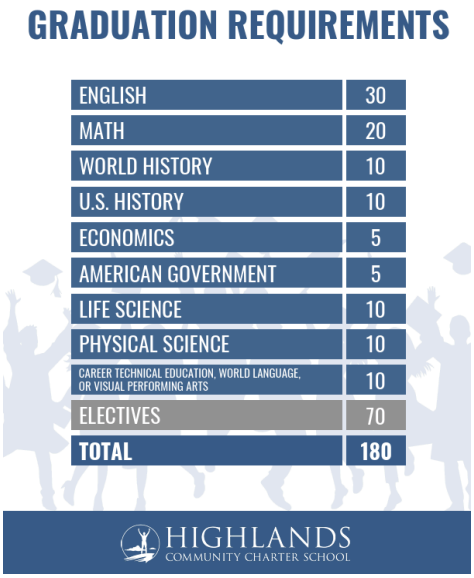

Attendance Policy
HCCS recognizes that attendance is a critical indicator of student progress and overall academic success. Despite the inherent challenges in ensuring consistent engagement among adult learners across all instructional periods, the school remains committed to full-day attendance expectations for all students.

In the 2024–2025 school year, HCCS has implemented a series of initiatives aimed at improving student attendance, enhancing the accuracy of attendance reporting, and strengthening accountability measures for both educators and administrators. These efforts include the adoption of a revised Attendance Enforcement Policy (BP 5113.1) by the HCCS Board of Directors on March 20, 2025. Key changes in the updated policy include:

- 80% Daily Attendance Rule: Students must be present for at least 80% of scheduled instructional hours weekly.
- 15-Minute Rule: Students who check in but leave within the first 15 minutes of class without prior approval will be marked absent. Repeated violations may result in intervention and disenrollment.
- Meaningful Engagement: Attendance is verified by meaningful engagement. Students who check in but fail to participate meaningfully will be marked absent.
- Forgery of Attendance Records: Any student found falsifying attendance records, including signing in for another student, will face disciplinary action, including possible suspension, expulsion, or disenrollment.

HCCTS employs tiered intervention strategies to support students struggling with attendance before taking disciplinary action:

- Notifications: Calls, text messages, and emails will provide immediate alerts to students who have not met attendance requirements.
- Outreach & Support: Students flagged for low attendance will be contacted by school staff to assess barriers and develop a support plan.
- Attendance Contracts: Students with ongoing attendance issues may be placed on a probationary attendance contract outlining expectations and consequences.
- Disenrollment Procedures: Students failing to meet attendance requirements after documented interventions may be disenrolled following due process, as outlined in BP 5111.5 (Disenrollment).

Additionally, HCCS has drafted and adopted the following policies to help enforce attendance.

  - 5111.5 Disenrollment and Involuntary Removal (Revised and Approved 03/20/2025) - Outlines the involuntary disenrollment for students who accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them.
  - 5120 BP Satisfactory Academic Progress (Approved 03/20/25) - Outlines students must maintain active attendance
  - 5131 BP Student Conduct (Revised and Approved 03/20/2025) - Outlines the ramifications of students who forge attendance records
  - 6164.5 BP Student Success Teams (Revised and Approved 04/25/2025) - Outlines interventions to support students reportedly struggling with attendance

In addition to the board policies, HCCS has updated the bell schedule for the 2025-2026 school year, which now contains 5 periods rather than 3 periods for the AM schedule. It meets the minimum number of instructional minutes, and it has only one PM schedule for all sites, rather than three (as in the 2024-2025 school year).

Record Retention & Compliance

- BP 5120 (Satisfactory Academic Progress) now mandates that manual attendance records, including sign-in sheets, be retained for three years in both physical and digital formats to ensure compliance with California Code of Regulations, Title 5 and facilitate accurate auditing.
- The Director of Attendance is responsible for overseeing record retention and compliance audits to maintain regulatory standards.
- Random attendance audits will be conducted regularly to identify and prevent discrepancies.

We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available, either at HCCS, at one of our partner organizations, or at an external location.

Attendance Calendars
In the 2024-2025 school year HCCTS contracted with Charter Impact to assist with setting up 20-day Attendance Calendars in PowerSchool to ensure correct divisors in calculating ADA for P-2.

Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward.

An example of the 20 day calendar can be seen below for the 2025-2026 school year:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ATTENDANCE CALENDAR

SCHOOL MONTH	DATE RANGE	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	DAYS OF INSTRUCTION	TOTAL
1	8/4/2025 - 8/29/2025	AUG 4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	17	
2	9/1/2025 - 9/26/2025	SEP 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	19	
3	9/29/2025- 10/24/2025	29	30	OCT 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	20	
4	10/27/2025 - 11/21/2025	27	28	29	30	31	NOV 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	19	75
5	11/24/2025 - 1/19/2025	24	25	26	27	28	DEC 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	15	
6	1/5/2026 - 1/30/2026	JAN 5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	19	
7	2/2/2026 - 2/27/2026	FEB 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	18	
8	3/2/2026 - 3/27/2026	MAR 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	19	146
9	3/30/2026 - 4/24/2026	30	31	APR 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	13	
10	4/27/2024 - 5/22/2026	27	28	29	30	MAY 1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	20	
11	5/22/2026 - 6/19/2026	25	26	27	28	29	JUN 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	18	197
12	6/22/2026 - 6/30/2026	22	23	24	25	26	29	30														7	
																				FULL YEAR		204	74%

PD DAYS	
HOLIDAY	
THANKSGIVING BREAK	
SPRING BREAK	
WINTER BREAK	
FINAL COMPLETE P1 MONTH	
FINAL COMPLETE P2 MONTH	
FINAL COMPLETE PA MONTH	

Academic Progress
HCCS has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual

attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

Career Technical Education (CTE)

CTE programs provide students with hands-on job training while earning course credits and industry recognized certifications. Courses help students build skills for careers, develop student agency and confidence, and build social capital, all while pursuing career pathways that allow students to earn a liveable wage

HCCS recognizes the importance of robust Career Technical Education programs, especially for traditionally underserved students. Programs in the past were developed with student interests in mind and course expansion was historically based on student interests. Moving forward, HCCS will align workforce needs with student interests to identify the most viable CTE classes and pathways.

Currently, HCCTS offers one Personal Finance course as part of our CTE program. We are looking to add a licensed real estate class, relaunch the culinary, welding, health services, early childhood education, and digital literacy classes in the new calendar year. Further efforts to expand CTE offerings revolve around business, community organization and school partnership. The redesign effort is just beginning, and involves identifying the leading businesses and industries in the Greater Sacramento Metropolitan that have job opportunities at liveable wages and can support workforce development pathway programs for students with industry aligned certificates. Community-based organizations are serving as intermediaries to facilitate employer and school-based connections, and later to provide adult mentors and internship opportunities for students. The redesign emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work based learning. New courses will be carefully vetted and released in phases.

Highlands Community Charter School currently offers one Personal Finance through the CTE program in 2025-26. To grow capacity and pathway offerings, our CTE program is entering a redesign led by a cross functional team. We are centering student voices and using labor market data and teacher input to shape offerings that put learners first. The plan emphasizes clear pathways based on local and regional employer needs, flexible schedules, strong language supports, and meaningful work based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

HCCS will have seven CTE programs in the 2025-2026 school year:

- Culinary Arts
- Digital Literacy and Multimedia
- Early Childhood Education (ECE)
- Medical Services

- Microsoft Office Specialist (MOS) Certification
- Personal Finance
- Real Estate

Culinary Arts

Culinary Overview

Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications

- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements

- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non-slip shoes for lab days

Work-based Learning

- Guest chefs, site tours, catering practice for school events, community tastings
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification, where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School-issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements

- Completion of project-based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based Learning

- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress
- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview
Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language supports are embedded for multilingual learners.

ECE Target Certifications
- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements
- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning
- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress
- Hiring teachers for this program
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview
Entry-level health care services skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS CPR and First Aid
- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based learning
- Real world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investment. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work based learning
- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress
- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026

Personal Finance Progress
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview
Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications
- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements
- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning
- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress
- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability and Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions

- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next level training

Workforce Services

The Center for Workforce Solutions is located at the main campus on Hillsdale Blvd. The Center accepts both walk-ins and appointments and connects students to a variety of services including:

- Job fairs
- Job search services
- Assistance with CalJOBS
- Application help
- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- Referrals to partners and other external agencies
- Center for Workforce Solutions

Workforce Innovation and Opportunity Act

In 2014, the Workforce Innovation and Opportunity Act (WIOA) became law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs.

Under Ed. Code 47605.1(f)(1) HCCS provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.), now known as WIOA. HCCS partners with The Sacramento Education and Training Agency, the local workforce development board for Sacramento County. All students may only be admitted under the terms of an exclusive partnership agreement, which limits students to those 22 years of age or older.

Under Education Code 47605.1(f), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

Technology

HCCS students have varying levels of knowledge and experience with technology. Some students are very familiar and comfortable using computers and computer programs. Some students have excellent typing, composition, and internet skills, while others struggle to turn on a computer.

HCCS prioritizes and supports the use of technology in our learning environments because increasing experience and proficiency with technology contributes to successful educational outcomes and better career opportunities for 21st-century learners. Because digital resources can provide valuable benefits to our students, we design our learning programs to help them build digital literacy for the modern age.

One goal at HCCS is to help students integrate technology into their lives via classroom lessons, relevant examples, classwork, projects, and opportunities to improve communication skills. Technology standards and objectives are integrated into the curriculum and clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize key tools such as email and document sharing. HCCS expects teachers to use and adapt technology as appropriate to accommodate students' varying skill levels and educational needs. In addition, the IT Department and Digital Navigators work diligently to support teachers and students who need assistance expanding their digital skills.

In recent years, HCCS has overcome complex challenges to ensure that its students, teachers, and school sites have equitable access to technology. With support from our IT Department, all HCCS classrooms now have access to the items listed below.

Equipment Available in HCCS Classrooms

Standard Equipment (All Classrooms)

- Projector onto whiteboard
- Document Camera
- Speakers
- 30 Chromebooks
- 30 over-the-ear headphones w/mic
- 1 Charging cart

Available upon Request (All Classrooms)

- Additional Chromebooks and headphones
- Projector Screen
- Student Earbuds

We believe that digital literacy will become increasingly crucial for student success in the 21st century, with benefits for academic achievement, career opportunities, and social engagement. Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, HCCS seeks to ensure that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society.

Student Services
Highlands Community Charter School has a unique opportunity to work with adult learners who have faced many life challenges. As a result, our students require a wide range of academic, career, and personal support to achieve their goals. In the 2025-26 school year, we have the opportunity to sustainably grow our student services staff, which faced staffing cuts during restructuring in the first part of the year. At the time of this material revision, we plan to develop an Intervention Coordinator role to support partnerships with community agencies. These agencies provide essential support well beyond what HCCS can offer, such as dental and medical services, nutrition, child care, housing support, and other necessities that will support their academic success.

Orientation/Student Onboarding
HCCS holds an orientation at the beginning of each year to help students become familiar with the school's policies, procedures, and programs, supporting student agency in making informed decisions about their academic plan. In August 2025, the orientation was expanded to provide additional clarity regarding updated academic policies, attendance requirements, the new five-period bell schedule, and our new curriculum, Savvas.

Navigators
To ensure equitable access to our programs, HCCS has employed dedicated staff members to ensure every student understands all the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators provide multilingual communication, academic and career support, and access to community resources. HCCS Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, as part of organization restructuring, the Navigators were released from their positions. HCCTS plans to redesign and reinstate the Navigator program, with staffing and implementation to begin by January 2026.

English Learner (EL) Services and New Student Supports
HCCS provides comprehensive support for new students and English learners. HCCS student services staff provide comprehensive orientation services that help students navigate the HCCS system. The academic supports are listed in the educational philosophy section. HCCS also provides native language support and cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology set up support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community.

Student Advisory Council
In the 2025-2026 school year, HCCS will establish two Executive Student Advisory Councils – one for the AM student cohort and one for the PM student cohort. In Fall 2025, the Chief Academic Officer (CAO) will meet with students nominated for the Advisory Councils. The first student advisory council meeting is set for mid-November. The Councils will meet quarterly with the Executive Director to contribute student perspectives on HCCS initiatives, increasing student agency, belonging, and leadership. The quarterly meetings provide consistent opportunities for

students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships
Highlands Community Charter School serves a very high-needs student population and has developed multiple partnerships with external organizations to address those needs. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:
- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of HCCS services. This includes connecting students to dental services, food banks, clothing, etc.

Student Support and Counseling
We are proud to have highly trained, compassionate counselors who support every student. Our counselors can provide assistance and information on many issues, including:
- Family issues
- Personal issues
- Conflict management
- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS, our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Services for Students with Disabilities

Overview

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older. Therefore, it is not required to join a SELPA pursuant to Education Code 47641(a), either on its own or with a grouping of charter school LEAs as a consortium. As such, HCCS does not receive state and federal revenues in accordance with SELPA's allocation plan.

HCCS will continue to make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates governing service to students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). Students will receive information about Section 504 protections when enrolled in the program.

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services only through age 22, but HCCS integrates IDEIA principles as part of its mission to provide K-12 educational opportunities to adult students in compliance with all applicable laws. For students who provide the school with a copy of a previously approved IEP, the Student Success Team ("SST") will review the IEP and work with the student to identify reasonable accommodations that provide equal access to the student's educational program, including a 504 plan if appropriate. HCCS will incorporate the student's reasonable accommodation needs into the student's educational plan as part of their individual learning strategy based on identified needs in the previous IEP.

Disabled students without a previous IEP may request reasonable accommodation by contacting school staff. Accommodation requests will be referred to the SST, who will evaluate the request, review the student's documented needs, and work with students in an interactive process to determine what accommodation is necessary to support their academic success.

504 services can also begin with a Response to Intervention based on academic challenges identified by Student Success Team members. The team will work with the student to identify individual barriers to academic success and create an academic support plan. If the student does not make satisfactory progress and consents to evaluation, they may be referred for evaluation under Section 504 of the IDEA. Any decision to deny or grant a reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEA, ADA, and the California Education Code.

HCCS does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

solutions offered by the school or propose a different alternative as part of the interactive process.

Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to HCCS's educational programs, as required by 304 C.F.R. 104.44. HCCS may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

In the 2024–2025 school year, HCCS completed a comprehensive WASC Self-Study that involved 12 internal focus groups and resulted in the development of a six-year WASC Action Plan aligned with LCAP goals. Over 200 staff members and nearly 100 students participated in the self-study process through these focus groups. In October 2024, a six-person WASC Visiting Committee conducted a three-day site visit, holding eight additional focus groups with staff and students. The committee visited 14 sites in person and reviewed 18 more virtually through pre-recorded tours. Following this extensive review, the Visiting Committee evaluated HCCS across 14 accreditation status factors, rating 11 as Highly Effective or Effective, 3 as Somewhat Effective, and none as Ineffective.

In March of 2025 WASC informed HCCS it was postponing its accreditation decision pending the result of the California State Audit. HCCS remains in probationary status as of September 2025. To ensure compliance with all program requirements, HCCS has developed a three-year plan to maintain its WASC accreditation, including measures to reduce student-teacher ratios, improve professional development, enhance data tracking, and increase EL support.

Recruiting Qualified Teachers

Highlands Community Charter School recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs. More efforts will be made going forward to aggressively recruit and retain exceptional educators with both adult and k-12 credentials, given the unique population of students we serve.

UMass Global

Highlands Community Charter and Technical Schools is partnering with UMass Global to help our intern teachers earn a California Preliminary Teaching Credential. UMass Global provides advising, admissions support, and the required coursework, while Highlands provides a paid

classroom placement, a site mentor, and job-embedded coaching. We also recruit and train Mentor Teachers—experienced educators who meet weekly with interns to co-plan, observe, and give feedback. University supervisors and site mentors conduct joint observations, so candidates get clear, consistent guidance as they complete clinical hours and state assessments. Our shared professional learning centers on HCCS priorities like integrated ELD, literacy across the curriculum, and effective use of adopted materials. The partnership is formalized in an MOU and builds a steady, well-supported pipeline of prepared teachers for our classrooms.

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

Information about WASC accreditation can be found at HCCS' website. HCCS is currently WASC-accredited on a probationary basis. Further determination will be made by the WASC commission in 2026.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)
"The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." (Ed. Code § 47605(c)(5)(C).)

Measurable Goals of the Educational Program

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The current LCAP is on file with the District and is also available on our website at http://www.gcccharters.org. The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed in the Charter, shall not be considered a material revision to the Charter, and shall be maintained by SAVA at the school.

HCCS was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of HCCS demands that it offers extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the HCCS student population compared to most schools, has led HCCS to set its performance targets for all students rather than for traditionally designated subgroups.

Alignment With State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has

sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and will be appropriately assigned.
Method	In addition to hiring credentialed teachers HCCS will support teachers in the credentialing process including obtaining Intern credentials and the completion of any necessary credentialing program.
Measurement	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of School Accountability Report Card.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	All instructional materials will be assessed for alignment with state common core standards, CASAS standards and ELP objectives.
Measurement	Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119.

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At HCCS 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	Offer a wide range of standards-aligned materials to ensure teachers have access to diverse standards-aligned methods and modalities and individual student needs can be met through access to multiple aligned curricula.
Measurement	Engagement with curricula will be tracked for engagement and impact and assessed by the Executive Director, Chief Academic Officer, Director of Curriculum or other designee.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Student progress will be measured through course completion, level exit tests, EL Civics tests and applicable state testing including CAASPP and CAST.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of progress from Intermediate ESL (equivalent to Federal NRS ESL Level 5) to Bridge (Equivalent to Federal NRS Level 6)

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all HCCS students are 22 years and over HCCS will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through a minimum of 5 educational partner events annually.
Method	Engage students in community partner events to solicit and gather student feedback.
Measurement	Student feedback will be recorded, collated, and analyzed by HCCS staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Goal	Each year HCCS will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population.
Method	Each year HCCS will circulate a student satisfaction survey. The survey will be made available in no less than the 5 most widely spoken languages among the student population. Additionally, Working in PLCs each teacher has a minimum of 2-3 focal students with whom they are collecting warm/street data to understand the students' learning experience so that they can be responsive.
Measurement	HCCS will track the number and percentage of students participating in the survey. Before and after each survey period HCCS staff will discuss and implement strategies to increase student participation.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for HCCS students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to HCCS students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged. This will be documented in the LCAP.

STATE PRIORITY 4: Student Achievement Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners	
Subpriority A: Academic Achievement Metrics	
Goal	Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as outlined below in HCCS Academic Achievement Metrics.
Method	All HCCS students take regular CASAS tests every 6-8 weeks. All counselors schedule regular meetings with 12th-grade students and provide a personalized graduation plan to ensure all 12th graders graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Subpriority B: Standardized Tests	
Goal	Implement two mandatory training on Smarter Balanced assessment for teachers and paraeducators.
Method	HCCS will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to HCCS and TRUSD.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports.

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	HCCS will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at HCCS. Students not meeting requirements will receive academic support and intervention.
Measurement	HCCS will produce monthly, quarterly, and annual attendance reports and track periodic attendance rates which will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	HCCS will reduce chronic absenteeism by 5% yearly.
Method	HCCS will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.

Measurement	HCCS will report chronic absenteeism in Dataquest.
Subpriority C: Graduation Rates	
Goal	The HCCS DASS 1-Year graduation rate will meet or exceed 20 percent.
Method	All HCCS 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The reported number of graduates in CALPADS will be compared against the cumulative enrolled population of 12th grade students for the school year.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	HCCS will maintain a suspension rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will track student suspension in PowerSchool and report it in CALPADS.
Subpriority B: Pupil Expulsion Rates	
Goal	HCCS will maintain an expulsion rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will report student expulsion rates using CALPADS.
Subpriority C: School Climate	
Goal	HCCS will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of HCCS community partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	HCCS students with limited English proficiency are enrolled in classes with designated English support which offer integrated access to all content areas.
Measurement	Yearly review of course outlines, descriptions, ELP objectives, and EL Civics content areas.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy.
Method	All English learners will be supported with English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing.
Measurement	Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All EL students will be enrolled in Civics education.
Method	Students will take 3 yearly CASAS Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Method for Measuring, Analyzing, and Reporting Pupil Progress Toward Outcomes

Assessment

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level exit test	Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
HCCS assesses all students as part of the admission process. Non-native English speakers receive an internally developed placement test to determine English proficiency. Additionally all students receive CASAS testing to establish a baseline for academic achievement.

State Testing
In compliance with Ed. Code HCCS will offer the California Assessment of Student Performance and Progress (CAASPP) and the Smarter Balanced Assessments Consortium

(SBAC) to all students in 11th grade. HCCS also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to HCCS, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Student Growth
HCCS uses the Comprehensive Adult Student Assessment System (CASAS), a competency based adult assessment program validated by the U.S. Department of Education for use in adult education. While HCCTS is a K-12 institution there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at Highlands. The test series used by HCCS are listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 6-8 weeks. Testing is conducted via an application installed on HCCS Chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre- and post-testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ESL Students			
CASAS Reading STEPS	5.1 points	6.3 points	5.2 points
CASAS Listening STEPS	4.0 points	4.1 points	5.8 points
Adult Basic Education Students			
CASAS Reading GOALS 2	5.4 points	6.4 points	4.9 points
CASAS Math GOALS 2	3.4 points	2.8 points	6.0 points

Element B Measurable Student Outcomes and Element C Student Progress Measurements

The data reveals several encouraging trends across both programs. For English Language Learners, CASAS Listening scores have shown steady year-over-year improvement, culminating in a significant gain of 5.8 points in 2024–2025—the highest in three years—indicating that recent adjustments to listening instruction are proving effective. Although reading gains dipped slightly this year, they remain above the 2022–2023 baseline, suggesting partial retention of prior improvements.

At the high school level, CASAS Math scores rose dramatically in 2024–2025, jumping from 2.8 to 6.0 points, signaling substantial progress in math instruction. ABE students also demonstrated consistently strong gains in reading from 2022–2024, reflecting effective literacy practices despite a slight decrease in the most recent year.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	60.38%	67.27%	55.07%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	75.78%	78.10%	80.73$
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	70.87%	73.84%	78.76%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.21%	70.21%	71.31%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	59.62%	68.13%	68.44%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	51.67%	64.01%	62.63%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	88.89%	75.00%	72.50%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	52.50%	61.26%	70.85%

	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	56.85%	60.32%	60.33%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	63.28%	71.19%	75.50%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	50.91%	52.74%	59.92%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	8.51%	0.00%	20.34%
	CA State target	36.50%	43.50%	TBD

Highlands Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
HCCS	42.3%	49.6%	57.8%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement. .

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
56.61%	64.68%	75%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 56.61% of students received both tests. This increased to 64.68% in 2023–2024 and rose again to 75% in 2024–2025. This steady improvement demonstrates HCCS's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing HCCS to better capture and respond to their academic development.

Teachers, counselors, and proctors at HCCS work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, HCCS is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, HCCS is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)
Integrated English Language and Civics (ELCivics) programs are designed to offer English language learners access to English language literacy instruction while learning crucial concepts for participation in the workforce and civic life in the United States. EL Civics assessments are developed according to assessment plans (COAAPs) supplied by CASAS and reported to the state via TOPSPro Enterprise, a state developed software tool.

For the past five years EL Civics assessments have been conducted through Google Forms. EL Civics data was collated and reported through automated Google API scripts. While initially cost effective the maintenance of an increasingly large dataset became impractical. In 2025 EL Civics implemented a pilot with Edcite to streamline the reporting process, improve the quality of the assessment, and to offer more accurate and detailed data tracking.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2022-2023	Employment	33.7	1407	951
2022-2023	Pharmacy	28.1	1695	1107
2022-2023	Education	13.5	1906	1503
	Totals			3561
2023-2024	Employment	33.9	2322	1830
2023-2024	Personal Finance	1.8	2351	1864
2023-2024	DMV	12.7	2522	2049
	Total			5743
2024-2025	Employment	33.8	5279	3270
2024-2025	Health and Nutrition	46.7	4573	3329
2024-2025	Education	13.6	2804	2216

High School Graduation
Graduation is the best way to identify course completion for high school students. At HCCS, graduation day is like a holiday worthy of celebration. It is the culmination of years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma and exit as a graduate. Since this happens on a very regular basis, HCCS provides more than one opportunity a year for students to celebrate and "walk the stage." HCCS holds graduation ceremonies every summer and winter. Each year, the venue has changed in response to graduation growth.

HCCS Graduation Rate

Historically, HCCS has used two graduation rates to track graduation: a one-year graduation rate utilized by DASS schools and the traditional 4-to-5-year cohort rate. The default method of measurement for graduation rate is the 4-to-5-year cohort rate. This measures the percentage of students who graduate in exactly 4 or 5 years after first entering the 9th grade.

HCCS faces a unique situation regarding its 4- and 5-year cohort graduation rate. Before 2021, English language learner students were designated primary students and enrolled in grades 1 and 2. In 2020-2021, all HCCS students were redesignated as high school students to better recognize their adult status. This resulted in a massive increase in 4-year cohort size. However, over 80% of these students still lacked basic secondary education skills, leading a very large number of students to spend extra time in the 9th grade as they develop their English language and academic skills.

Other students have entered HCCS with better English proficiency and more academic achievement in their countries of origin, leading them to graduate much faster. Students in the 2025 Winter graduation were enrolled for 2.5 years on average.

Students who graduate in 1-3 years are not reported as graduates for the graduation rate as presented on the California Dashboard until 4 years after their first entry in a high school. For example, if a student enrolls in the 2022-2023 school year and graduates in the 2024-2025 school year, they will not be counted in the published 4-to-5-year graduation rate until 2026-2027. Students who graduate in more than 5 years will never appear in the published 4-to-5-year graduation rate. So, an adult student who may have dropped out at 18 and finished their diploma at the age of 23 will not be represented in this graduation rate even if it only took them an additional year of school to complete their education.

For a school explicitly intended to serve alternative students who enter with an extremely wide range of educational backgrounds and levels of credit attainment, the cohort graduation rate is at very best a lagging indicator. In practice, it obscures rather than reveals the achievements made by students and the outcomes of the program. Furthermore, the proposed reduction in enrollment over the next five years will ensure that the cohort graduation rate will be at best highly unpredictable.

The chart below demonstrates the scale of the issue. While HCCS will continue to track and report the 4-year cohort rate, it will also track and report the 1-year DASS graduation rate to provide a more comprehensive picture of the outcomes of its academic programs.
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Element B Measurable Student Outcomes and Element C Student Progress Measurements

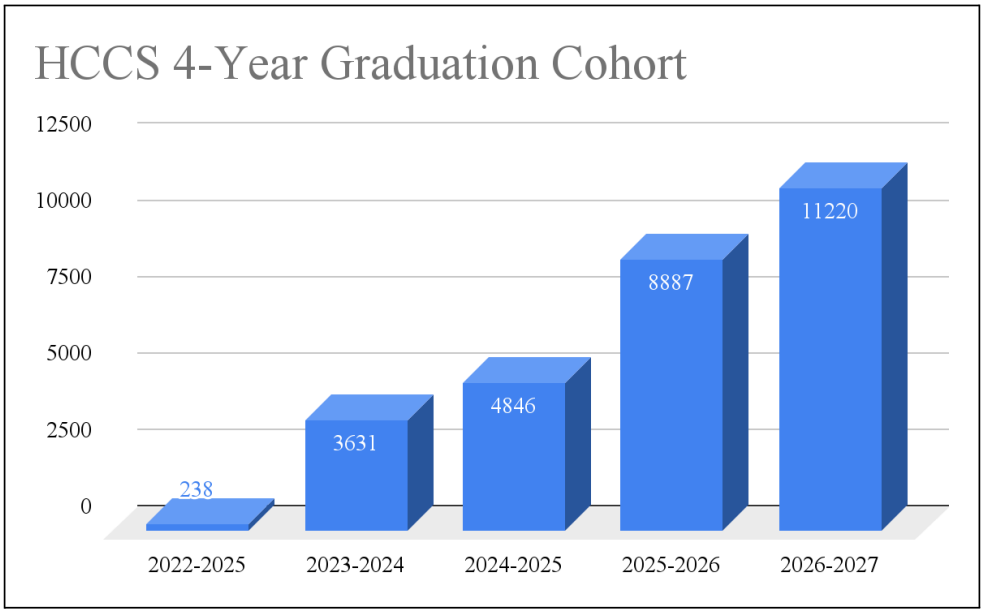

While the raw number of HCCS graduates has grown dramatically, only 176 of HCCS' over 800 graduates reported in CALPADS for the 2024-2025 school year will be accounted for in the published 4-year cohort rate.

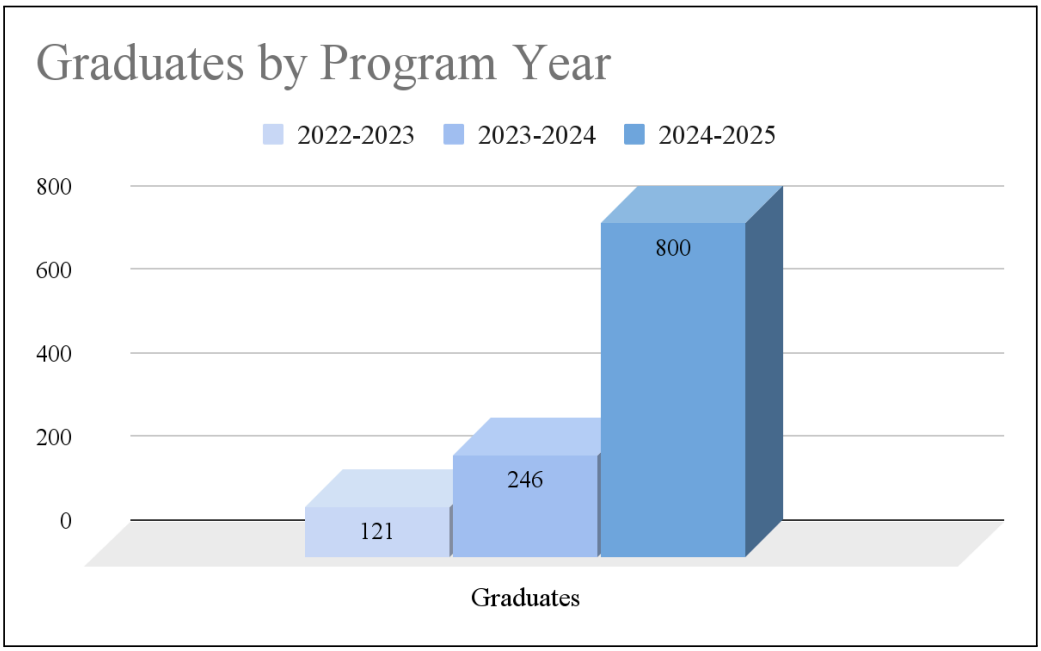

Element B Measurable Student Outcomes and Element C Student Progress Measurements

HCCS 1-Year Graduation Rate
HCCS students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition of this status, HCCS continues to track and report the 1-year graduation rate. The 1-year graduation rate is calculated as follows

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year (all students without 90 days cumulative enrollment)}}$$

2022-2023	2023-2024	2024-2025
22.8%	32.1%	55.5%

ESL Level Progress
English Language learners progress through courses designed to advance their English Language skills while giving them the opportunity to engage with increasingly in-depth standards aligned content. Level 3 (Intermediate) is a particularly significant milestone. Completion of this level indicates that the student is able to participate in High School with significantly reduced designated support.

Alternative School Status
HCCS is accountable to the California Department of Education to ensure that HCCS students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and, in many ways, fail to understand the needs of alternative students. As a result, the California Department of Education recognized alternative accountability measures for alternative schools.

In March 2015, HCCS adopted the Alternative Schools Accountability Model (ASAM), and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, HCCS has been accountable to the California Department of Education and adhered to the indicators set forth by DASS. In November 2024, HCCS agreed on a formal set of DASS metrics with Twin Rivers. In December 2024, however, HCCS was informed by the CDE that it would lose its DASS status. Despite this, HCCS will continue to track the agreed-upon metrics as Academic Achievement Metrics.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

HCCS Academic Achievement Metrics
Academic Achievement
CASAS ESL
1. The percentage of HCCS English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
CASAS ABE
1. The percentage of HCCS high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
CASAS ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
CASAS ABE
1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Student Engagement
All Levels
1. The percentage of HCCS students with a CASAS pre- and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
CASAS ABE
1. The percentage of 12th-grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments
At HCCS, teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations
- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

Grading and Progress Reporting Systems
HCCS uses the traditional grading system A, B, C, D, and F. For GPA points, an A has a value of four points, a B has a value of three, a C has two, a D has one, and an F has zero. Although

teachers may add a plus or minus to a grade, they do not affect the students' GPA. Students must receive a letter grade of B or better to pass a class or earn credits. If a student receives a grade lower than a B, they must engage in additional work until they demonstrate sufficient effort and mastery to receive a B. Students receive grades after they finish a course, partial course completion, or at the end of a term, whichever comes first.

Evaluation Methods
At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios.

High school course completion is tied to end of unit and end of course assessments. Students must receive a minimum of 80% on all assessments to receive credit.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
HCCS uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's strengths and areas for growth, enabling timely and targeted academic support when needed.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at HCCS analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data inform decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention support. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

Retention
HCCS addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported through cooperation between academic staff, counselors, and classified staff. HCCS will ensure specific roles relating to retention and engagement are added to the organization as appropriate to enrollment and student needs.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Program Audit and TRUSD Oversight
HCCS will compile and provide an annual performance report to TRUSD. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by the HCCTS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on waitlists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Element D Governance

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." (Ed. Code § 47605(c)(5)(D).)

Governance Overview

Highlands Community Charter School (HCCS) operates as a directly funded independent charter school under Highlands Community Charter and Technical Schools, a California nonprofit public benefit- corporation, in compliance with applicable California law. HCCS commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board.") The Board of Directors provides ongoing oversight of the Charter School's academic performance, financial health, and legal compliance. This oversight includes reviewing regular reports from the Executive Director and leadership team, approving budgets and audits, evaluating progress toward organizational goals, and ensuring that the school remains faithful to the terms of its charter. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, including the Executive Director. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

Board Composition and Membership

Board of Directors
Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served

as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California, and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter School's Board of Directors in July 2015.

Mary DeChance (Corporate Treasurer)



Mary DeChance is an educational leader who began her career as a Resource Specialist and later made meaningful impacts as a Principal, District Director of Special Education, District Director, and Interim Coordinator for Early Childhood Education. Mary most recently was Faculty Lead at National University serving from 2005 until her retirement in 2016. Mary holds a BA in Behavioral Science and a Master's Degree in Special Education from the National University. Mary was appointed to the Highlands Community Charter and Technical School board in November 2020.

Board Member Selection Process
The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with HCCS's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the

Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code Section 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

HCCS will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes HCCS from approving the same pursuant to Section 1090, the PRA, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except that it can advance money for work-related expenses that will be reimbursed. Lastly, HCCS promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings, and the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

Board Members shall complete annual Brown Act, conflict of interest, sexual harassment, mandated reporter training, and other mandatory training requirements.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions

must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.

Board members participate in retreats and trainings to support ongoing development and stay informed about key school initiatives. These sessions include updates on the State Audit, legal and financial compliance, and accountability and data monitoring. In the 2024 calendar year, the following board trainings and retreats were held:

- **March 15th, 2024-** Form 700 Training Provided by Young, Minney & Corr
- **August 24th, 2024-** Board Retreat- Strategic Planning, Gamification & The Brain, Future Data Analysis, Board Training Planning, Twin Rivers Oversight Reports
- **September 4th, 2024-** Board Training on Governance and Financial Oversight
- **October 31, 2024-** Collaborative Circles Board Training Session #1

Governance Structure

Highlands Community Charter School (HCCS) affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of HCCS, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the school's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

HCCS has adopted a conflict of interest code that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the

contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board, as further outlined in the Bylaws, include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.
- Attend ethics training (AB 2158).

Governance Procedures and Operations

Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda includes time for community input regarding Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website at least 72 hours prior to any regularly scheduled meeting and at least 24 hours in advance of special meetings. Emergency meetings may be held without standard notice when immediate action is required. Meetings are held at the principal office of HCCS or other publicly accessible, non-discriminatory locations within California designated by Board resolution or meeting notice. Teleconferencing is permitted if the public can attend from all listed locations, and votes are conducted by roll call. Under AB 2449 (effective through January 1, 2026), Board members may also participate remotely under certain conditions without disclosing their location, provided public access is preserved. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available upon request. The Board meets regularly—typically monthly during the school year—and meetings are calendared annually, with rescheduling allowed for holidays.

Decision-Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision-making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC"), which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of all voting Board members constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- Approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- Approval of certain transactions between corporations having common directorships,
- Creation of and appointments to committees of the board, and
- Indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Educational Partner Involvement

Educational Partner Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, HCCS makes every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback.

As part of its continuous improvement efforts, Highlands Community Charter School (HCCS) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 Highlands staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey, which allowed for ease of

use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

Highlands' student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year.

In February 2024, HCCS held the Reading with Relevance event to gather information on the curriculum and its impact. Highlands engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, Highlands focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, Highlands concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. HCCS held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, Highlands hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, HCCS sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. HCCS has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, Highlands facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. HCCS engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, Highlands hosted educational partner events titled Your Voice Matters at 11 locations, compared to one location in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, HCCS gathered educational partner feedback from a total of 830, including 26 responses from students who enrolled in the Equity Initiatives program at the “Your Voice Matters” events, compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, HCCS engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, growth opportunities, and possible solutions. The responses were recorded in Google Forms. HCCS analyzed the data to identify growth areas and build the LCAP goals and actions. HCCS found a high level of consistency in climate surveys and educational partner responses. After careful review, HCCS used this feedback to determine where to increase and decrease spending.

HCCS encourages students and staff to attend, speak, and present at Board meetings; HCCS requests that students and staff complete various surveys. HCCS proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs, and HCCS is proudly responsive to the feedback it receives.

HCCS encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

Additionally, HCCS uses the school website to keep the students informed of all upcoming activities, important calendar items, and Board meeting minutes. HCCS promotes student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to the website via an Instafeed of social media content.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals.

Element E Employee Qualifications

"The qualifications to be met by individuals to be employed by the charter school." (Ed. Code § 47605(c)(5)(E).)

Qualified Employment

HCCS shall recruit professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional support roles who align with the school's instructional philosophy, mission, and vision. In accordance with Education Code 47605(e)(1), HCCS shall remain nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic included in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or based on association with an individual who has any of the aforementioned characteristics.

All employees must possess the personal qualities, knowledge, and relevant experience outlined in the responsibilities and qualifications section of the posted job description, as determined by HCCS staff in coordination with Human Resources. HCCS staff and Human Resources personnel shall recommend applicants suitable for employment. Following the interview process, final approval shall rest with the Executive Director.

Executive Leadership 2025-2026

Executive Director, Jonathan Raymond
Chief Business Official, Matthew Lemos
Chief Operations Officer, Teresa Cummings
Chief Academic Officer, Eric Chapman

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Administrative Services Credentials

HCCS supports and encourages leadership to obtain administrative services credentials through the CTC. HCCS currently partners with two programs to do this: the Sacramento County Office of Education and the San Diego County Office of Education. As of June 2025, 14 employees at HCCTS have participated in a preliminary and or clear administrative services credential program or have been accepted and will begin in the next cohort.

HCCTS administrators or employees who have completed or are currently enrolled in preliminary or clear administrative credential programs:

1. Eric Chapman, Chief Academic Officer
2. Teresa Cummings, Chief Operations Officer
3. Mayra Valdivia, Senior Director of School Services

4. Christina Martinez, Director of CTE, Workforce and Adult Education
5. Andrew Michaud, Director of Instruction and Professional Learning
6. Isa Cacho, Director of Student Services
7. Melissa Roberson, Director of Accountability and Assessment
8. Carol Zheng, Curriculum Coordinator
9. Niccole Scrogins, Admin on Special Assignment
10. Maya Perry, CICA Principal
11. Khrystsina Talstyka, HCCS Principal

The following employees have been accepted to a preliminary administrative services credential through the Sacramento County Office of Education and will begin in the next cohort:

1. Catherine Thirkill, CASAS Coordinator
2. Vicki Neal, HCCS Principal

HCCS has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024-2025 school year, the Board Policy: 4115 Personnel Evaluation and Supervision outlined the maintenance of a comprehensive personnel evaluation policy to support continuous improvement, accountability, and alignment with the school's mission. This policy applies to all certificated and classified staff and outlines clear expectations for professional conduct, job performance, stakeholder engagement, and compliance. Evaluations are conducted annually and may include observations, self-assessments, performance appraisals, and goal-setting reviews, depending on the employee's role. Supervisors are responsible for providing timely feedback, maintaining documentation, and supporting employee growth. All evaluation records are kept confidential and stored in personnel files in accordance with privacy laws. For more information regarding Board Policy: 4115 Personnel Evaluation and Supervision, see the appendix.

Frontline is an integrated system used for payroll, employee evaluation, and professional learning management. As part of its evaluation functionality, the platform securely stores all employee evaluations and monitors performance trends over time. It facilitates a standardized evaluation process across the organization and provides automated reminders to supervisors regarding upcoming deadlines. All employees are required to review and electronically acknowledge their evaluations within the system.

Teacher Credentialing

HCCTS agrees that all teachers should hold a valid teaching credential for their certificated assignment in conformance with Education Code Section 47605(l)(1) and that classroom paraeducators should not be permitted to teach as the teacher of record or without the immediate supervision of an appropriately credentialed teacher without valid teaching credentials for their assignment. In prior years, teachers at HCCS held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

HCCS has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.
Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Instructional Paraeducators
Instructional paraeducators at Highlands Community Charter School (HCCS) play a vital role in supporting certificated teachers by providing instructional assistance and academic support in students' primary languages. To ensure all paraeducators meet minimum qualifications, HCCS requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, HCCS verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at HCCS go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. HCCS uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, HR is able to filter applications based on minimum qualifications. Only employees who meet these requirements are eligible for interviews. HCCS BP 4111 outlines the hiring process for external candidates. As part of the pre-employment job application, candidates

are asked about their relationships to other employees in order to ensure that no relatives are involved in the hiring decisions and that family members do not report to each other.

HCCTS Hiring and Anti-Nepotism Policy
HCCTS has adopted Board Policy 4212.8, prohibiting relatives from participating in hiring or evaluation processes involving family members to address concerns about nepotism and favoritism. Interviewers must complete disclosure forms, and job postings, evaluations, and offers are now tracked and reviewed centrally by the HR department to ensure consistency and equity.

Organizational Chart & Job Descriptions
HCCTS regularly updates the organizational chart for accuracy based on the roles and structures needed within the organization. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process
The hiring process at Highlands Community Charter School (HCCS) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact, and is reviewed weekly by the Executive Cabinet. Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and communicates the posting status to the hiring manager. This step ensures that each job opening is intentional, well-defined, and appropriately authorized.

Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

Employee Positions and Qualifications

Employee Positions
See Appendix for the 2025 Organizational Chart.

Professional Development
In the 2024–2025 school year, HCCS adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with HCCS's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

HCCS offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. HCCS evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, HCCS offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. HCCS provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

Highlands Community Charter School (HCCS) recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While HCCS offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of HCCS. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following
That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

That the school safety plan be reviewed and updated by March 1 of every year by the charter school." (Ed. Code § 47605(c)(5)(F).

Health and Safety Policies and Procedures

Custodian of Records
HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

Promoting Student Health and Wellness
HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

Emergency Operations Guide
The Emergency Operations Guide for Highlands Community Charter School (HCCS) is a comprehensive manual that outlines the protocols, procedures, and responsibilities necessary to ensure the safety and well-being of students, staff, and visitors in the event of an emergency. Designed to comply with California law, the guide establishes HCCS staff as disaster service workers and provides step-by-step instructions for responding to a wide range of emergencies—including natural disasters, active shooter situations, hazardous material releases, and more. It includes critical contact information, evacuation procedures, communication tools, and detailed roles within the Incident Command System, ensuring a coordinated and effective response to any crisis. All staff are required to review the guide annually and be prepared to carry out assigned emergency duties. For more information about the emergency operation guide, please refer to the appendix.

Board Policies
- 5125 BP Student Records
- 5131 BP Student Conduct

- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

Social and Emotional Support and Guidance
Teachers, counselors, and all staff members who engage with students are expected to listen actively, provide support, demonstrate empathy, and guide students in developing healthy social and emotional skills. Maintaining an open-minded, trustworthy, and respectful approach is essential to fostering student well-being. HCCS is also committed to identifying students in need of mental health support and actively collaborates with community mental health organizations to connect students with appropriate resources and services.

Staff Safety Training and Protocols
HCCS staff are trained annually in active shooter response protocols, aligned with the procedures outlined in the School Safety Guide and emergency response reports. These trainings are complemented by regular campus-wide drills and communication system tests to ensure preparedness and coordination across all school sites. In addition to emergency preparedness, all staff participate in annual CPR and first aid certification, as well as any additional health and safety training required by state or federal guidelines. Staff contracts reflect agreement to comply with these safety procedures.

Student Drills and Emergency Procedures
To promote student safety and readiness, HCCS conducts fire drills and evacuation drills regularly throughout the academic year at all school sites. These drills are documented and reviewed to ensure efficiency and compliance with fire code and safety regulations.

Academic, College, and Career Counseling
Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). Counselors offer college and career counseling through individual and group sessions.

Background Checks
HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting
All HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees and other persons working on behalf of HCCS who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination
HCCS shall adhere to existing state laws regarding tuberculosis screening of employees. HCCS requires a tuberculosis risk assessment and, if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations
HCCS adheres to all applicable laws and existing Board policy related to legally required immunizations and health-related issues for both employees and entering students at HCCS.

CPR/First Aid Training
All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon

need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes
The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking
The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 12 of human trafficking prevention resources.

Menstrual Products
The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms
As required by law, on or before July 1, 2026, HCCS will provide and maintain at least one all-gender restroom available at all sites.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grade 12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

Mental Health Education
If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, et seq.

Mental Health Information
The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(N):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- A discrimination and harassment policy consistent with Education Code Section 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning
- The rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents

- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The CSSP is a detailed, annually updated strategy for preparing for, responding to, and recovering from various emergencies and ensuring a safe learning environment for students and staff. This plan assesses campus risks, addresses potential safety concerns and threats, and outlines procedures for safety-related incidents

More information about the Comprehensive School Safety Plan can be found in the appendix.

Emergency Preparedness
Highlands Community Charter Schools shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. The handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Site Administrator and, if there is merit to the concern, the Site Administrator shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens
Highlands Community Charter School adheres to state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious disease control plan designed to protect employees and students from possible infection due to contact with blood-borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment
HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure
HCCS utilizes an anonymous complaint process through a third-party vendor called Navex.

Navex
In the 2024-2025 school year, HCCTS partnered with Navex One to improve the process for receiving anonymous complaints and concerns from employees.

Navex is a vendor that allows employees to submit anonymous or non-anonymous complaints to employers. The school's goal for the use of Navex is to ensure clear communication regarding unethical or illegal activities within the organization while remaining anonymous and confidential. Employees can access Navex in three ways:

- By calling a phone line that is connected to HCCTS
- By accessing a website using a computer and a URL
- By scanning a QR code with a cell phone camera

Each Navex case is documented and then shared with the HCCTS Human Resources Department, where each case is investigated. Once enough information has been collected, the case is finalized, and actions are taken. This system has improved communication between employees and HR and has allowed improved transparency in reporting.

Discrimination and Harassment Policies and Procedures
HCCS is committed to providing a charter school free of discrimination, harassment, and retaliation. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of HCCS's sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools," an online program.

HCCS is also committed to providing a workplace free of discrimination, harassment, and retaliation based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or based on a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation.

HCCS uses policies adopted by the Board regarding discrimination and harassment (including employee-to-employee, employee-to-student, student-to-employee, and student-to-student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. HCCS adheres to laws specific to charter schools on the local and state levels regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice
At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete with an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of AB 88 (2023-24), if applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Title IX
HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location on its website the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specified in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.

C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Assurances

Highlands Community Charter School shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code §47605(e)(2)(B)(iv)) and **shall not limit access** for pupils protected by Ed. Code §47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or economically disadvantaged pupils, or foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- Not discourage enrollment in the charter school or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code §47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; HCCS may request only the information necessary to apply any admissions preferences stated in the charter.

Achieving and Maintaining Student Population Balance Plan & Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves.

HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220. (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and recruitment strategy to ensure that all students are informed of the educational opportunities available. These efforts will be ongoing throughout the year and will be designed to reach a broad and diverse audience. In alignment with HCCS's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods will be employed to promote equitable access and inclusive outreach.

Each year, HCCS analyzes enrollment trends in order to optimize efforts to recruit and retain students. An informal designated committee, composed of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem-solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of the valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Marketing: Advertising and Sponsorship to Increase Student Enrollment
Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS may allocate funds for advertising, particularly as a strategy to increase student enrollment. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Advertising campaigns must be pre-approved and fit within an annually reviewed budget that may not exceed 1% of the overall school budget without Board approval. Approval levels for advertising expenditures are tiered by amount, with campaigns over $100,000 requiring direct Board authorization.

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive

Director and an annual summary to the Board. For more information about the Board Policy 1325, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code Section 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Admission and Enrollment Requirements

California Innovative Career Academy is nonsectarian in its programs, admission policies, and all other operations. HCCS will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. HCCS shall comply with all applicable laws governing minimum age requirements for registration in charter schools. The school shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission.

HCCS admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- HCCS Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of an online student registration form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership

agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, HCCS only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The SETA or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements." HCCS will provide the District with documentation that confirms SETA or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California may be admitted.

HCCS Proposed Lottery Process
If HCCS receives registrations in excess of its enrollment capacity, the lottery process will be used to select admitted students. HCCS will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Hillsdale Campus, located at 5655 Hillsdale Blvd, Sacramento, CA 95842. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the school site and on the school's website.

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated to prospective students.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the HCCS website. HCCS advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

"The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." (Ed. Code § 47605(c)(5)(I).)

Annual Audit Procedures

Contracting with an Independent Auditor
Highlands Community Charter School (HCCS) conducts an annual independent fiscal audit in compliance with Education Code Sections 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the HCCS Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview
In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline
The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. HCCS is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the HCCS Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. HCCS aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Audit Committee Review & Board Action
The HCCS Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, HCCS submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
HCCS aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies
Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion

notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code Section 47605(c)(5)(J).

School Climate and Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and ensure campus safety. The policy is closely aligned with California Education Code Section 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

HCCS Discipline Philosophy

Highlands Community Charter School prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist with addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.

- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Classroom teacher(s)
- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member

An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student

must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation

Case Management

It is very important to clearly define on the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

meeting with the student and with the teacher regarding the action plan,
making phone calls and/or sending reminder notes to team members regarding action items, and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source

The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

Student/Family Support

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Follow-Up SST Meetings / Ongoing monitoring of student progress

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan

Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], detention during and after school hours, community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions
HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension and Expulsion

Scope of Disciplinary Jurisdiction
A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses
Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which incudes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the

personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network internet website, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.
    1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
        iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a

telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video or image.

ii. A post on a social network internet website including, but not limited to:

a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.

iii. An act of cyber bullying.

a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a

certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Expulsion Offenses

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

<u>Out-Of-School Suspension Procedures</u>

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor, or Charter School employee who referred the student to the Executive Director and/or Chief Academic Officer and Instruction or assigned designee.

The conference may be omitted if the Executive Director and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An

"emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her, and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students
A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student, and all needed materials will be left in the front office.

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon

the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process
Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or the Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the Chief Academic Officer or the Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures

Rules and Procedures for Student Expulsion
Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Curriculum and Instruction (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as

required by law. A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Curriculum and Instruction, or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Curriculum and Instruction or the Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision on whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose primary language is other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
HCCS may, upon finding good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be

examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim with a room separate from the hearing room for the complaining witness's use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness. The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both support persons are also a witness, HCCS must present evidence that the witness's presence is both desired by the witness and will be helpful to HCCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person

conducting the hearing that extraordinary circumstances exist requiring the evidence to be heard. Before such a determination regarding an extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel, or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS, as the HCCS Board's decision to expel shall be final.

Expelled Students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

Rehabilitation Plans

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Element J Suspension and Expulsion Procedures

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Certificated, Classified, and Other Staff Members

All full-time certificated employees at Highlands Community Charter School participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system, based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

HCCS employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the HCCS Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with HCCS may affect their eligibility for continued participation in a previous retirement system. The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, HCCS offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, HCCS's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through HCCS's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The HCCS Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency. This information is also communicated to students through orientation and registration staff, who are available to answer questions and provide support in multiple languages as needed.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

HCCS has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

Governing Law: The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
--California Education Code Section 47605 (c) (6).

HCCS shall be deemed the exclusive public school employer of the employees of HCCS for the purposes of the Education Employment Relations Act ("EERA"). HCCS shall comply with the EERA.

HCCS is independent from Twin Rivers Unified School District, and any District employees who choose to work at HCCS shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by HCCS shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with Twin Rivers Unified School District.

HCCS will develop and maintain an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, HCCS shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee

Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any HCCS teacher or employee.

HCCS will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by HCCS to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in HCCS. The Partnership Agreement between HCCS and GSUL will detail the terms required for clients of GSUL to join HCCS.

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Written Notification of Mandatory Dispute Resolution

Disputes Arising from within HCCS

It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS, which do not involve TRUSD liability or issues of student health or safety, will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious timelines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests TRUSD's involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD

HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement, which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally

shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Dr. Steven Martinez
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652

Jonathan Raymond
Highlands Community Charter School
1111 Howe Ave, Suite 540
Sacramento, California 95825

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol
HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(g) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code Section 47607.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify TRUSD, within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such a decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of

student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as it is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33. On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS. Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Element P Additional Provisions

Facilities

"The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." (Ed. Code § 47605(h).)

Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and usable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

Locations

Highlands Community Charter School's main campus is located at 5655 Hillsdale Blvd, Sacramento, CA 95842. HCCS students are served at 12 locations around the greater Sacramento region in the 2025-2026 school year. HCCS locations include the following:

HCCS Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827

Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

Annual Operational Agreement
HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational, and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

Operational Powers and Liabilities
HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an

agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

Insurance Coverage
HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters
The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. (Ed. Code § 47605(h).)

Funding
HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

Fiscal Strength
HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections, see appendix.

Budgets and Cash Flow
A five-year budget and financial projections are included in the appendix. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

Financial Reporting
HCCS will provide reports to TRUSD as follows, as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by TRUSD:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.
- By July 1, an annual update (LCAP) is required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the CDE to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the 2024-2025 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

Annual Review and Notice to District of Change in Status
HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

Regulations and Compliance
HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus, we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. We will do so responsibly and with accountability.

Technology
HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education. Recognizing that there is always a cost-benefit tradeoff when using technology, HCCS will purchase hardware, software, and services based on the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

Term of Charter
The term of this charter shall begin on July 1, 2019 and expire June 30, 2027.

Amendment of Charter
Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation
Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability
The manner in which administrative services of the charter school are to be provided. (Ed. Code § 47605(h).)

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Potential Civil Liability Effects
Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(h).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations

under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in lieu of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

Neither Greater Sacramento Urban League nor any other WIOA service provider in partnership with HCCS receives any type or amount of apportionment. Furthermore, these partners do not operate as an adult school program.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial

oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fundraising activities, private donations, other public grants, or any other source of income developed by the Charter School.

Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District's in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

APPENDIX

A. Organizational Chart Updated September 18, 2025

a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026

a. Executive Director, Jonathan Raymond
b. Chief Operations Officer, Teresa Cummings
c. Deputy Director, Chief Academic Officer, Eric Chapman
d. Chief Business Officer, Matthew Lemos
e. Senior Director of School Services, Mayra Valdivia
f. Senior Director of Instruction, Brian Hamilton
g. Director of Fiscal Services, Diana Gonsalves
h. Director of Instruction and Professional Learning, Andrew Michaud
i. Director of Accountability and Assessment, Melissa Roberson
j. Director of Workforce, Career Technical Education and Adult Education, Christina Martinez
k. Director of Student Services, Isaura Cacho
l. Director of Human Resources, Jasmine Gibbs

C. Leadership Job Descriptions

a. Senior Director of School Services
b. Senior Director of Instruction.
c. Director of Student Services (NEW)
d. Director of Instruction & Professional Learning
e. Director of Human Resources Job Description (03-14-2023) Approved
f. Director of Accountability and Assessment
g. CTE Director of Career Technical Education, Workforce Solutions & Adult Education
h. Chief Business Official (CBO) 10-03-2024.pdf
i. Associate Deputy Director Job Description.pdf
j. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2025

a. HCCTS Bylaws 2025
b. 5111.5 Disenrollment and Involuntary Removal
c. 5113.1 BP Attendance Enforcement
a. 5120 BP Satisfactory Academic Progress
b. 5131 BP Student Conduct
c. 6164.5 BP Student Success Teams
d. 4112.2 BP Credentialing Requirements Communications
e. 4331 BP Administrative Credential Reimbursement
f. 3581 BP Data Retention and Record Management
g. Comprehensive School Safety Plan
h. 5144.1 BP Suspension and Expulsion
i. 2025 Emergency Operations Guide
j. 1325 BP Marketing: Advertising and Sponsorship Policy
k. 4115 BP Personnel Evaluation and Supervision
l. 3100 BP Budget Development and Oversight

m. Employee Handbook

F. Fiscal Documents 2025-2026

a. Budget Update
b. HCCTS Budget Presentation Board Meeting June 12, 2025- multi year projections

G. Operational Schedules and Resources

a. Departmental Schedule August 7th 2024 PD

H. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

I. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

September 26, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Violation Pursuant to Education Code 47606 for Highlands Community Charter School

Dear Mr. DiGiulio,

On June 12, 2025, Twin Rivers Unified School District ("TRUSD") provided Highlands Community Charter and Technical Schools ("HCCTS") with a formal Notice of Violation. We recognize the seriousness of the issues outlined and we acknowledge that, under prior leadership, Highlands failed to meet expectations in several important areas. Mistakes were made, and those mistakes have eroded trust.

Since that time, Highlands has undergone a profound transition. With new leadership and outside experts engaged in finance and compliance, we have embraced accountability and implemented sweeping reforms. HCCTS is also in the process of bringing on a new board of directors to lead the school in improved governance and systems of accountability. Changes include:

- New systems for financial oversight and internal controls,
- Stronger credentialing processes in partnership with UMass Global,
- Clearer academic and attendance standards, with daily monitoring,
- Adoption of more than 100 new board policies to strengthen compliance and transparency, and

- A material revision to the HCCS charter which outlines these and other changes to HCCS.

HCCTS is committed to working in close partnership with TRUSD to demonstrate that these changes are not temporary fixes, but lasting improvements. Our goal is to move forward with a constructive relationship, grounded in transparency and shared accountability, to ensure Highlands is in full compliance and able to continue serving our students.

We respectfully submit the enclosed materials as HCCTS' formal response to the Notice of Violation. If you have additional questions or would like further information, please do not hesitate to contact me directly at (617) 823-9341 or jonathan.raymond@hccts.org.

Thank you for your attention and for your ongoing oversight as we work to build a stronger, more accountable Highlands.

Thank you,



Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

I. BACKGROUND

Highlands Community Charter and Technical Schools recognizes and respects TRUSD's role as our authorizer, as outlined in MOU Amendment No. 3 signed on January 23, 2024. This amendment clearly defines the district's oversight responsibilities, including the approval of new facilities, ensuring safe learning environments, and providing supervisorial guidance.

We acknowledge that the Notice of Violation issued on June 12, 2025, falls squarely within TRUSD's responsibilities. We take this notice with the utmost seriousness. Under past leadership, Highlands fell short of meeting expectations in several areas. Mistakes were made, and we own that.

Today, under new leadership,, Highlands is fully committed to addressing every issue raised. In many cases, corrective actions have already been completed; in others, substantial progress is underway. Where issues remain outside of our direct control, we have taken every step possible to mitigate them and are actively working toward full resolution.

This response provides a clear account of the corrective actions already taken, the progress still in motion, and the timelines by which remaining matters will be fully resolved. Our commitment is to demonstrate that Highlands is not only curing past deficiencies but building a sustainable, compliant, and transparent system for the future.

II. VIOLATIONS OF THE CHARTER

A. HCCTS Grade Levels

Education Code section 47604(a)(4) provides in part: "After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels."

- *There are no exemptions for the requirement to submit a material revision request to change grade levels.*
- *The District is issuing the NOV as part of our oversight responsibilities to address HCCS' failure to submit the required Material Revision request to change grades.*

Education Code section 47605(a)(4) makes clear that a charter school seeking to expand operations to additional sites or grade levels must submit a material revision to its charter and notify its authorizer. HCCTS recognizes that there are no exemptions to this requirement and acknowledges that it did not submit a material revision when grade levels were changed beginning in the 2020–21 school year.

In the 2020-2021 school year, leadership at HCCTS shifted from grades 1, 2, and 12 to grades 9, 10, and 12 in order to:

- Create clarity in the community that HCCS was a high school
- Align more closely with traditional high school programs
- Allow English Language Learners the opportunity to earn high school credits and make progress toward their high school diploma
- Show student progress as students move between grade levels
- Create clear pathways for international high school students and high school students to graduation
- To improve graduation rates

While HCCTS communicated with TRUSD staff regarding these changes (Exhibit A) and believed the adjustments had support, the formal requirement for a material revision was not pursued at that time. We recognize this was a failure of process, and we take responsibility for not following the proper procedures.

Since then, Highlands has taken corrective action. In June 2024, HCCTS began preparing a comprehensive material revision. That revision reflects:

- The addition of grade 11, as requested by TRUSD (Exhibits B & C),
- The removal of grades 1 and 2, and
- The continued offering of grades 9, 10, and 12.

The proposed material revision was completed and board approved on September 18, 2025, see Exhibit D, after which it will be submitted to TRUSD for consideration. This action is intended to fully align Highlands' charter with current practice, CDE guidance, and TRUSD oversight. The proposed revision is attached here as Exhibit E.

Accordingly, this issue will be fully resolved once TRUSD acts on the submitted material revision. If the TRUSD Board does not approve the revision, HCCTS will comply by returning to the grade levels specified in the existing approved charter.

Highlands regrets that this process was not followed in the past. Under new leadership, we are committed to full compliance, clear communication, and a constructive working relationship with TRUSD to ensure that changes moving forward are properly authorized and transparent.

Attached you will find the following documents to support HCCTS' response to this issue:

- Exhibit A: 2024.12.02 HCCTS Response Grade 9 and 10
- Exhibit B: 2024.06.03 TRUSD RFI High School Program

- Exhibit C: 2024.08.28 HCCTS Addition of 11th Grade
- Exhibit D: Board Agenda for September 18, 2025 HCCTS Board of Directors
- Exhibit E: HCCS Material Revision Board approved on September 18, 2025

B. HCCS Locations

MOU Amendment No. 3 provides in part: "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation."

- *October 3, 17 and November 7, 2024 HCCTS Board approved sites/locations that were not included on MOU Amendment No. 3.*
- *On multiple occasions the District notified HCCTS of the requirement to submit a material revision request, before occupying a new location. HCCTS failed to comply.*
- *HCCTS June 1, 2025, newest "tentative" location list still includes sites not approved for operation for HCCS.*
- *The District is issuing the NOV as part of our oversight responsibilities to address HCCS' failure to submit the required Material Revision request before adding new facilities.*

MOU Amendment No. 3 governs the approval and operation of Highlands' facilities and makes clear that any new locations require District authorization through a material revision. Highlands acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU. This was a failure of compliance, and we take responsibility for it.

These missteps were not intentional, but they reflect a lack of attention to detail under prior leadership. Historically, Highlands relied on a more informal process with the District regarding the addition, relocation, or consolidation of sites. In some cases, leadership believed that moves such as opening an additional suite within an existing facility or relocating to a site nearby did not constitute a "new" location requiring a material revision. That interpretation was incorrect, and we recognize that now.

The District's request for an updated site list on June 1, 2025, coincided with a period of significant transition at Highlands, including organizational restructuring and site consolidations. While those circumstances contributed to delays in providing a finalized list, they do not excuse the failure to comply with the MOU requirement.

Highlands has since taken corrective steps. A material revision updating all current operating locations was prepared and sent to the HCCTS Board on September 18, 2025 for submission to TRUSD. Moving forward, Highlands will strictly comply with the requirement to submit a material revision for any facility location change, ensuring that the District is fully informed and that all operations are authorized.

This issue will be fully resolved once the TRUSD Board approves the submitted material revision. If the Board does not approve certain sites, Highlands will immediately limit operations to District-approved locations.

Under new leadership, Highlands is committed to transparency, accuracy, and compliance in its facilities reporting and to maintaining a constructive partnership with TRUSD on all matters related to school sites.

Below are the HCCS locations as approved in the HCCS material revision on September 18, 2025:

HCCA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824

Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

III. ALLEGED VIOLATIONS OF THE LAW

A. HCCTS Annual Independent Audit Report

The Charter School is in violation of Education Code sections 47604.33 and 47605, and its own Charter, for failing to complete and submit its 2023-24 annual independent audit report to the District.

- *HCCTS requested an extension to the December 15, 2024, deadline for submitting its 2023-24 audit report.*
- *The District granted an extension until January 15,2025, but HCCTS failed to meet this deadline and has subsequently missed multiple additional extension deadlines, including March 31, 2025, and April 18,2025.*
- *To-date HCCTS' audit report has not been submitted to the District.*
- *The District is issuing the NOV as part of TRUSD oversight responsibilities to address HCCS' failure to submit the 2023-24 annual independent audit report.*

Education Code sections 47604.33 and 47605, as well as the HCCTS charter, require timely completion and submission of an annual independent audit report. Highlands acknowledges that the 2023–24 audit has not yet been submitted to TRUSD and that multiple deadlines were missed.

Highlands contracted with Eide Bailly to conduct the 2023–24 audit (Exhibit F). While a draft was provided on May 9, 2025, the process has been significantly delayed due to a combination of external and internal factors (Exhibit G). These include:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work,

- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections, and

- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

Highlands has consistently provided documentation requested by the auditor and followed up on promised delivery timelines as demonstrated in Exhibit J which details an extensive list of document requests fulfilled by HCCTS staff. However, the final report has not yet been released by Eide Bailly. Legal counsel has formally demanded its completion (Exhibit H) and Highlands continues to press for immediate resolution (Exhibit I).

To date, Eide Bailly has not indicated any significant findings in the draft report. While the delay has been deeply frustrating, Highlands has acted in good faith throughout the process, and the draft report demonstrates that we have been cooperative and responsive.

Moving forward, Highlands will ensure timely completion of audits by:

- Holding vendors accountable through stricter contracts and oversight; and

- Engaging with TRUSD earlier in the process to provide status updates and transparency.

We will provide TRUSD with the completed audit report immediately upon its release by Eide Bailly. We regret the delays and are committed to ensuring this problem does not repeat.

Attached you will find the following documents:

- Exhibit F: Eide Bailly Communication Tracker 2024-2025
- Exhibit G: 2025.04.17 Letter from Eide Bailly regarding State Controller and State Auditor
- Exhibit H: 2025.8.5 Letter to Eide Bailly Requesting Production of Audit
- Exhibit I: 2025.9.11 YM&C Follow-up letter to Eide Bailly
- Exhibit J: Document requests from Eide Baily fulfilled by HCCTS

B. HCCTS Credentialing & Misassignments

HCCS has provided instruction to its students using teachers who do not hold the appropriate credential as required by California Education Code, which is a requirement for receipt of ADA funding.

- *HCCTS has submitted ADA revisions for teachers who did not have any credential, but the majority of HCCTS teachers do not have the appropriate, required credentials.*
- *ADA funding is directly tied to appropriately credentialed teachers.*
- *HCCTS relied on guidance from a Credentials Technician from San Diego County Office of Education (SDCOE) and her interpretation of credential requirements, but failed to consult with the CTC.*
- *The District is issuing the NOV as part of our oversight responsibilities to address the disallowed ADA which resulted in misappropriately credentialed teachers.*

Highlands agrees that all teachers must hold valid teaching credentials and that paraeducators should not serve as classroom teachers without them. We acknowledge that, under prior practice, Highlands relied on adult education credentials based on guidance previously received from outside agencies (Exhibit K). While this approach was followed for years without audit findings, it did not meet current expectations from CDE and CTC, and we take responsibility for correcting it.

Beginning in 2024–25, Highlands laid off teachers who did not hold the required credentials and re-staffed classes with appropriately credentialed teachers (Exhibit L). We also undertook a full review of our credentialing and staffing systems to ensure alignment with updated guidance and long-term compliance (Exhibit M).

Key corrective actions include:

- **Credentialing Review:** Examined over 300 staff profiles and held 269 individual consultations with certificated staff to create personalized compliance pathways.

- **Support Systems:** Established a credentialing support team of staff and consultants; built a centralized credentialing database; and partnered with UMass Global to provide flexible, remote intern credential pathways (Exhibit N and Exhibit O), and are hiring mentor teachers (Exhibit P, Exhibit Q, and Exhibit R)

- **Financial and Professional Support:** Adopted Board Policy 4112.3 (Exhibit S) to reimburse staff for exam fees and coursework; approved a K–12 Teacher Retention Incentive (Exhibit T), and aligned hiring timelines with CTC testing windows and permit options.

- **Hiring Reforms:** Suspended instruction in July 2025 to allow time to re-staff with fully credentialed teachers before the school year, implemented structured hiring and rehire processes tied to credential readiness; and issued updated teacher agreements.

- **Governance Safeguards:** Adopted new board policies requiring all certificated staff to hold valid credentials at hire and renewal, mandating use of Frontline to track compliance, and prohibiting nepotism in hiring through Board Policy 4212.8 (Exhibit U).

Through these actions, Highlands has corrected past practices and put in place systems that ensure all teachers moving forward will hold valid K–12 credentials. Instruction has resumed with properly credentialed staff, and we are committed to ongoing monitoring and support to keep Highlands fully compliant.

This issue is now resolved, and Highlands has turned the page with stronger systems that protect both compliance and instructional quality.

Attached you will find evidence of steps taken by HCCTS to fully cure alleged teacher credentialing issues:

- Exhibit K: Email from San Diego County Office of Education Nancy Mora
- Exhibit L: Resolution Of The Board Of Directors Of Highlands Community Charter And Technical Schools Approving Reduction In Force For Credentialed Teachers
- Exhibit M: 4112.2 BP Credentialing Requirements Communications
- Exhibit N: 2025.06.10 Formalized agreement with UMass Global
- Exhibit O: Example of Teacher Agreement HCCTS K-12 Single Subject Credential Pathway
- Exhibit P: Mentor Teacher Job Description (Full Time)
- Exhibit Q: Edjoin Mentor Teacher Job Posting
- Exhibit R: Mentor Teacher at Highlands Community Charter School - Sacramento _ EDJOIN.pdf
- Exhibit S: 4112.3 BP Teacher Credentialing Reimbursements
- Exhibit T: Teacher Retention Bonus Agreement
- Exhibit U: 4212.8 BP - Anti-Nepotism and Employment of Relatives

C. HCCS Instructional Minutes

Demonstrating fiscal mismanagement and its non-compliance with the law, HCCS has received ADA funds while not meeting requirements for collecting ADA apportionment as outlined by the Education Code. Specifically, Education Code 47612.5(e)(1) states: "For purposes of calculating average daily attendance for classroom-based instruction apportionments, at least 80 percent of the instructional time offered by the charter school shall be at the schoolsite, and the charter school shall require the attendance of all pupils for whom a classroom-based apportionment is claimed at the school site for at least 80 percent of the minimum instructional time required..."

- *It was observed by Scott Leaman and Dennis Snelling (TRUSD Contractors/Consultants) that **some** students were being sent home with packets, arriving and leaving continuously without intending to stay, and provided work packets as part of the instructional day.*

- *HCCS submitted ADA revisions for 22-23 and 23-24 school years to address classes taught by non- credentialed teachers and to address items identified by the Attendance Report authored by Dennis Snelling, but the revisions did not address this violation.*
- *Further compounding the issue and contributing to the disallowed ADA, is the fact that HCCS discarded attendance records, thereby removing any documented evidence of student attendance, which is necessary to verify the accuracy of enrollment reported for ADA.*
- *HCCTS is required to address the practices outlined above and the disallowed ADA resulting from the violation of Ed. Code.*
- *The District is issuing the NOV as part of our oversight responsibilities to address HCCS' failure to meet the requirement for at least 80% of instruction to be offered at the school site.*

Highlands Community Charter and Technical Schools (HCCTS) acknowledges that past classroom observations identified instances where ***some*** students arrived late, left early, or were provided instructional packets when departing. However, Highlands is appealing the State Auditor's findings for both schools because it has always maintained a written policy requiring daily attendance that was and is communicated in the student handbook (Exhibit V) and reinforced during new student onboarding.

In regard to disallowed ADA, there were numerous flaws with the state audit process as noted in our request for summary review for Highlands that was filed with the Education Audit Appeals Panel and the formal appeal that was filed with the Education Audit Appeals Panel for CICA. Among them was the assertion in the state audit report that Highlands did not do enough to enforce its attendance policy, which led to the conclusion that the schools owed back a significant amount of apportionment to the state. Please see our attached appeal and supporting documents (Exhibits W & X) for more information on the legal and factual issues in dispute.

It is important for you to know that Highlands staff made substantial efforts to engage students, including phone calls, texts, and emails during the audit period. More than 5,000 outreach contacts specifically regarding attendance were recorded during the state audit period (Exhibit Y). Highlands also offered wrap-around support such as food pantries, clothing closets, and counseling to reduce barriers to attendance. Technology access was suspended when students were disenrolled for non-compliance.

In short, Highlands is appealing the State Auditor findings because we believe that the Auditor misinterpreted the law and did not consider records provided by Highlands that demonstrate efforts to enforce its attendance policy. Because the appeals process is ongoing, we do not have a final decision as of the date of filing this NOV response, but Highlands is diligently pursuing this appeal.

Highlands also recognizes that its handling of paper back-up records for attendance was inconsistent. While PowerSchool serves as the official record of attendance under Education Code § 44809 and 5 C.C.R. § 401, paper records were intended to provide redundancy in case of system outages. Some records were not centralized, creating the perception that they had been discarded. TRUSD staff are welcome to review our paper attendance records at any time. Highlands acknowledges that best practice is to retain these back-up records for at least three years and has committed to doing so going forward (Exhibit Z).

Notwithstanding the fact that Highlands believes in good faith that they met all legal requirements during the period reviewed by the State Auditor, in response to the state audit and district oversight, Highlands has taken the following additional steps:

- Surveyed all sites to confirm the retention of thousands of paper records from the last three years
- Adopted new procedures to ensure consistent retention of both digital and paper records (Exhibit Z)
- Standardized attendance enforcement across sites, with clear protocols for outreach and intervention (Exhibit Y)
- Contracted with Schoolhouse Partners, LCC to complete a forensic audit (Exhibit AB)

Highlands is committed to continuous improvement in this area. We will ensure attendance expectations are consistently communicated, enforcement is applied uniformly across all sites, and records are retained in accordance with law and best practice (Exhibit Z). Our goal is not only compliance, but to strengthen the systems that keep students engaged, supported, and on track to succeed (Exhibit AA).

To improve in the areas of attendance tracking and enforcement, HCCTS has taken corrective action to address and resolve these concerns, as outlined below. HCCS has strengthened both policies and record-keeping practices as follows:

1. Attendance Enforcement
    a. 5111.5 Disenrollment and Involuntary Removal (Revised and Approved 03/20/2025) - Outlines the involuntary disenrollment for students who accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them (Exhibit AD).
    b. 5113.1 BP Attendance Enforcement (Approved 03/20/2025) - Outlines 80% attendance rule (Exhibit AA)
    c. 5120 BP Satisfactory Academic Progress (Approved 03/20/25) - Outlines students must maintain active attendance. Requires that all manual attendance records, including sign-in sheets, be retained for a minimum of three years in accordance with the California Code of Regulations, Title 5. (Exhibit AC)

   d. 5131 BP Student Conduct (Revised and Approved 03/20/2025) - Outlines the ramifications of students who forge attendance records (Exhibit AE)
   e. 6164.5 BP Student Success Teams (Revised and Approved 04/25/2025) - Outlines interventions to support students reportedly struggling with attendance (Exhibit AF)

2. Updated Bell Schedules for the 2025-2026
   a. Contains 5 periods rather than 3 periods for the AM schedule (Exhibit AG)
   b. Has only one track (Exhibit AI)
   c. Meets the minimum number of instructional minutes (Exhibit AH)
   d. Has only one PM schedule for all sites, rather than three (as in the 2024-2025 school year) (Exhibit AG)

3. Class Sizes
   a. 6151 BP Class Sizes and Enrollment (Approved 5/15/2025) - Sets class size and enrollment guidelines to support instruction and student success. Ensures manageable student-to-teacher ratios and adapts to program needs. Aligns class sizes with physical space limits and adjusts as needed (Exhibit AJ)
   b. 6170 BP Student-to-Teacher/Paraeducator Ratios (Approved 6/5/2025) - Sets student-to-teacher and paraeducator ratios to support instructional quality and safety. Limits general class sizes to 40:1 and follows legal ratios for independent study. Assigns paraeducators based on need, targeting 1 per 120 students. Provides extra support for students with SST or 504 plans (Exhibit AK)
   c. 7110 BP Physical Classroom Capacity (Approved 5/15/2025) - Defines and enforces classroom capacity limits to comply with safety codes and building regulations. Coordinates capacity limits with enrollment policies to support safe attendance (Exhibit AL)

4. Additional Attendance Measures:
   a. Automated Attendance Notifications: Robocalls and text alerts will immediately notify students of attendance deficiencies.
   b. Enhanced Teacher Training: Teachers will receive strengthened training on attendance monitoring and engagement tracking.
   c. The 80% Attendance Rule: Students must maintain at least 80% attendance to remain engaged in learning, per California Education Code § 51747. (Exhibit AA)
   d. Administrative Spot Checks: School administrators will conduct random compliance checks to ensure adherence to attendance policies.
   e. Updated Tiered Re-engagement Framework: Students with persistent attendance or academic progress issues will follow a structured re-engagement process.

Those who fail to improve despite interventions may be disenrolled in accordance with school policy BP 5111.5. (Exhibit AD)

HCCTS has taken all steps that it can to improve attendance policies, re-engagement strategies, and employee training to ensure students are re-engaged when there are attendance concerns. These changes should fully cure any outstanding concern that the District could have relating to attendance going forward. HCCTS also has taken all steps necessary to pursue its appeals of apportionment findings with regard to the state audit period where it believes that it met all legal requirements. There is nothing more that HCCTS can do with regard to the audit appeals until such time as a decision is made by the Education Audit Appeals Panel

HCCTS Evidence

- Exhibit V: HCCS Student Handbook
- Exhibit W: Request for review to Education Audit Appeals Panel
- Exhibit X: Request for Formal Appeal for CICA
- Exhibit Y: PowerSchool logs related to attendance
- Exhibit Z: 3581 BP Data Retention and Record Management
- Exhibit AA: 5113.1 BP Attendance Enforcement
- Exhibit AB: School House Partners - Forensic Auditors
- Exhibit AC: 5120 BP Satisfactory Academic Progress
- Exhibit AD: 5111.5 Disenrollment and Involuntary Removal
- Exhibit AE: 5131 BP Student Conduct
- Exhibit AF: 6164.5 BP Student Success Teams (SSTs)
- Exhibit AG: Bell Schedule 2025-2026
- Exhibit AH: HCCS Instructional Minutes
- Exhibit AI: Academic Calendar 2025-2026
- Exhibit AJ: 6151 BP Class Sizes and Enrollment
- Exhibit AK: 6170 BP Student-to-Teacher/Paraeducator Ratios
- Exhibit AL: 7110 BP Physical Classroom Capacity

D. HCCTS Exclusive Partnership Agreement

"Instruction must be provided exclusively in partnership with Workforce Innovation and Opportunity Act (WIOA) programs."

- *During its 2024–25 oversight review, the District discovered that HCCTS had allowed individuals who were non-students to participate in its Career Technical Education (CTE) Truck Driving program.*
- *The practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through 2024-25.*
- *The WIOA partnership agreement requires instruction to be provided exclusively in partnership with WIOA.*

- *Providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff's Office, and the Sacramento Police Department, violates this agreement.*
- *The District is issuing the NOV as part of our oversight responsibilities to address the breach of the exclusive partnership agreement and all resulting funds tied to the agreement.*

Highlands acknowledges that past practices in the Truck Driving program violated the requirements of our Workforce Innovation and Opportunity Act (WIOA) partnership agreement, which stipulates that instruction must be provided exclusively in partnership with WIOA programs. Beginning in 2014, and with the support of prior leadership, non-students were allowed to participate in the program through informal arrangements with outside organizations.

Highlands takes full responsibility for this lapse. Under current leadership, the practice has been ended and corrective steps have been taken to ensure compliance. Specifically:

- A formal investigation was completed by the Director of HR in 2024–25 (Exhibit AM).
- Disciplinary action was taken against an employee.
- A stop notice was issued in December 2024 prohibiting non-student participation (Exhibit AN).
- Between December 2024 and January 2025, Highlands discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office.
- On January 6, 2025, Highlands officially ended all non-student participation across programs (Exhibit AO).
- The Truck Driving program was suspended and will remain paused until Highlands can ensure full compliance with WIOA requirements, its charter, and the MOU.

These actions have fully cured the issue. Moving forward, Highlands has strengthened oversight of program partnerships, reinforced compliance training for staff, and adopted new safeguards to ensure all instruction aligns exclusively with WIOA requirements. This reflects our commitment to correcting past mistakes, complying with all partnership agreements, and ensuring that every program we operate directly serves only enrolled students.

Attached you will find the following documents showing progress made by HCCTS regarding the truck driving program:

- Exhibit AM: 2025.03.28 Letter from HCCTS detailing investigation into the Truck Driving program

- Exhibit AN: 2024.12.02 TRUSD Findings Regarding Truck Driving
- Exhibit AO: 2024.12.02 Truck Driving Program Follow-up

IV. FISCAL MISMANAGEMENT

A. HCCTS San Diego Location

Engaged in fiscal mismanagement.

- *The condominium advertises being able to "watch the ballgame from your balcony" and is the highest priced unit in the facility.*
- *The decision to engage in this exorbitant real estate transaction, even though students were not in or around the area is questionable.*
- *Compounding the issue is the fact that the admin facility lacks any direct connection to educational services or student benefit demonstrating a fiscal mismanagement.*
- *The District is issuing the NOV as part of our oversight responsibilities to ensure that HCCTS address the fiscal mismanagement.*

Highlands acknowledges that the decision to lease a condominium office in San Diego was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students. While the space was briefly used by a remote employee and originally intended to support exploration of expansion opportunities, the location did not provide meaningful educational value. We recognize that this was poor judgment under prior leadership and understand the District's concern that this constituted fiscal mismanagement.

Highlands has since vacated the property and taken corrective steps to minimize the financial impact. We engaged Newmark Realty on March 27, 2025, to sublease the space, revised the listing in June 2025, and remains prepared to accept any commercially reasonable offer. While it is not possible to control the timing of sublease offers, Highlands is committed to recouping as much value as possible and bringing this matter to resolution (Exhibit AP and Exhibit AQ).

This decision reflects mistakes of the past. Moving forward, Highlands has implemented stronger financial controls and multi-level approval processes to ensure that all facility and spending decisions are directly tied to student learning and educational services. These safeguards are designed to prevent similar errors and to reinforce our commitment to fiscal responsibility, transparency, and compliance.

Attached below you will find:

- Exhibit AP: Sublease Agreement for San Diego
- Exhibit AQ: Sublease Marketing Materials by Newark Realty

B. HCCS Marysville 2 Location

"engaged in fiscal mismanagement" regarding the allegations listed below:

- *HCCTS terminated the lease effective November 30, 2024, with an agreement that obligates HCCTS to continue paying $33,639.80 in lease payments through April 30, 2026.*
- *HCCTS sold publicly funded equipment (valued at $52,494.34) to the City of Marysville f or $1.00.*
- *The ongoing lease payments, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use constitute fiscal mismanagement.*

Highlands acknowledges that the decision to open and lease the Marysville 2 site under prior leadership was unsound and did not reflect appropriate planning or stewardship of public resources. Entering into the lease and purchasing equipment were poor decisions that created the appearance — and in practice, the reality — of fiscal mismanagement.

In November 2024, Highlands reached a termination agreement with the City of Marysville that ended the lease early (Exhibit AR). While Highlands remains obligated to make lease payments through April 2026, this arrangement resulted in a net savings of approximately $88,000 compared to the original lease terms. The transfer of equipment for $1 was part of the inducement necessary to secure this early termination and avoid further taxpayer losses (Exhibit AS and Exhibit AT).

While this solution limited financial damage, Highlands acknowledges that the initial decision to enter into the lease and purchase equipment without a detailed instructional or operational plan was a mistake. This is an important lesson, and the current administration is committed to ensuring that all future facility decisions are grounded in sound strategic planning, tied directly to student benefit, and compliant with the requirements of MOU Amendment No. 3.

This matter has been resolved to the fullest extent possible given the circumstances created under prior leadership. Moving forward, Highlands has implemented stronger financial controls and multi-level approval processes to ensure that no facility or equipment decisions are made without thorough analysis, transparency, and clear educational purpose. The current administration did not have the ability to prevent or unwind those initial decisions. Instead, our responsibility now is to mitigate losses and resolve the matter as prudently as possible.

Marysville 2 – Lease, Oversight, and Financial Summary Timeline

1. **May 1, 2023 – Lease Execution**
   HCCTS entered into a lease with the City of Marysville for Bryant Field at $2,000/month

with a 3% annual increase. Intended use: CTE training site (landscaping, sports officiating) and community events. (Exhibit AU and Exhibit AV)

2. **June 24, 2023 – Sponsorship Event**
   HCCTS hosted "Highlands Night at the Ballpark" with approximately 250 attendees. This event was conducted under the $25,000 sponsorship agreement with the Marysville Drakes.

3. **March 14, 2024 – First TRUSD Notice of Concern**
   TRUSD raised concerns about the site's use, lack of student enrollment, and legality of the $25,000 sponsorship.

4. **April 5, 2024 – HCCTS Initial Response**
   HCCTS clarified CTE plans, explained the sponsorship as a marketing expense, and explained lease terms.

5. **June 17, 2024 – TRUSD Follow-Up Letter**
   TRUSD questioned the lease-before-enrollment practice and raised student health/safety concerns due to the site's outdoor-only nature.

6. **July 23, 2024 – HCCTS Second Response**
   HCCTS reiterated program planning steps, outlined the plan to expand officiating in August 2024, and confirmed indoor fallback at Marysville 1.

7. **August 15, 2024 – Third TRUSD Notice of Concern**
   TRUSD requested a final decision on the site's future and additional documentation on the sponsorship under Ed Code §47604.3.

8. **September 24, 2024 – HCCTS Response**
   HCCTS acknowledged staffing issues, stated that they had no knowledge of how the $25,000 was used by the Drakes, and confirmed lease termination discussions. (Exhibit AW)

9. **October 16, 2024 – TRUSD Closure of Sponsorship Inquiry**
   TRUSD determined no further action was required regarding the sponsorship and asked to be informed of the lease status. (Exhibit AY)

10. **November 30, 2024 – Lease Termination Executed**
    The lease was mutually terminated. HCCTS agreed to pay $33,639.80 in lease-equivalent payments through April 30, 2026, and transferred $52,494.34 in equipment to the City for $1, with rights to reclaim if HCCTS reuses the site.

11. **January 14, 2025 – HCCTS Lease Termination Report**
    HCCTS formally confirmed lease closure, financial commitments, and equipment disposition with the right of retrieval.

12. **February 19, 2025 – Final HCCTS Report**
    HCCTS documented the marketing event ("Highlands Night at the Ballpark"), confirmed equipment transfer, and noted the option to return if CTE programs are re-established. (Exhibit AZ)

13. **June 9, 2025 – TRUSD Notice of Violations and Revocation Consideration**
TRUSD issued a formal letter identifying alleged violations by HCCTS, including:
- Misuse of public funds for a private baseball team
- Program inactivity during the lease term
- Transfer of $52,000+ in equipment for $1
- Continuation of lease-equivalent payments post-termination

Evidence
- Exhibit AR: Mutual Termination of Lease Agreement
- Exhibit AS: Marysville_Expenses Chart
- Exhibit AT: Itemized Equipment from Marysville 2
- Exhibit AU: Marysville_Baseball field Lease agreement
- Exhibit AV: Marysville 2_Lease agreement
- Exhibit AW: 2024.09.24 Response NOC_RFI Marysville 2
- Exhibit AY: 2024.10.16 Letter from TRUSD with findings regarding Marysville 2
- Exhibit AZ: 2025.02.19 Letter from HCCTS explaining use of equipment following termination of Marysville 2 lease

V. Employment of Celebrities & Professional Athletes and Use of Public Funds

The District has asked Highlands to provide additional information regarding past employment arrangements for individuals identified as "professional/celebrity athletes." Highlands has previously shared details on this matter and offers the following to close out all outstanding questions.

Under prior leadership, salaries and job classifications for these employees were not aligned with established job descriptions or salary schedules. Highlands acknowledges that this was a mistake and understands the District's concern.

Since then, Highlands has taken corrective action:

- Job descriptions for the relevant positions were updated and formally approved by the Board.

- Roles were reviewed and reclassified to ensure alignment with board-approved duties and appropriate compensation structures.

- These employees are no longer employed by Highlands as of the 2025–26 school year so this is not an ongoing issue..

Highlands also recognizes that these issues were symptomatic of a broader lack of policies and procedures to govern hiring, compensation, and promotions. To address this, Highlands has engaged Jennifer Lopez Consulting, LLC to conduct a comprehensive review of all related

policies, with recommendations due by December 2025. The Board will consider these recommendations to ensure consistent, transparent practices moving forward.

We further acknowledge the State Auditor's finding that the absence of clear policies created the potential for inequity and favoritism. Highlands is committed to fully implementing the Auditor's recommendations and to ensuring that compensation practices are fair, transparent, and aligned with both law and best practice. Recommendations 22 and 23 from the State Audit Report are below, along with our current status of implementation.

Recommendation 22

To ensure that pay is assigned equitably and based on merit and performance, Highlands should implement policies by December 2025 to create a merit-based structure for devising its salary schedules, evaluating staff, assigning salaries and salary increases, and deciding on annual bonus amounts.

HCCTS BP 4111 (Exhibit BA) establishes the requirement for a structured hiring process including screening of candidates, panel interview requirements, and offers of employment. HCCTS Board Policy 4111.2 (Exhibit BB), establishing a structured and equitable promotion process that recognizes demonstrated competence. In alignment with these policies, HCCTS will collaborate with an independent contractor to develop policies and procedures that ensure a fair and consistent pay structure. Additionally, HCCTS has implemented staff evaluations through the third-party platform Frontline, providing a centralized system for storing and referencing all evaluations.

Recommendation 23

To prevent favoritism and pay inequity, Highlands should, by December 2025, implement a policy to adhere to its salary schedules and not allow executive management to approve increases outside of salary schedule limits.

Currently no employees at HCCTS have salaries that are outside of the salary schedule based on their job description. HCCTS's new Chief Operations Officer (COO) is currently reviewing all salaries to identify and address potential pay inequities and continuing to improve the process of determining starting salaries for all employees. The COO will work with an independent contractor to ensure that a comprehensive set of policies and procedures, including salary schedules and pay increases, is in place and fully implemented by January 2026.

Evidence

- Exhibit BA: 4111 BP
- Exhibit BB:4111.2 BP

VI. SUMMARY

This response provides evidence that HCCS has either already fully cured or has taken every possible step to cure all of the concerns raised by the District and will continue to vigorously pursue resolution of the few items that are outside of the school's control.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Highlands Community Charter School

Respectfully Submitted to the Twin Rivers Unified School District Board of Trustees

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted September 26, 2025

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GLOSSARY

Term	Definition
ADEL	Adult English Language Learner
COAAP	Civic Objective and Additional Assessment Plan
CTE	Career Technical Education
EdCite	Edcite is an online platform primarily used for creating, sharing, and administering educational assessments.
EL Civics	English Literacy and Civics Education
HCCS	Highlands Community Charter School
SETA	Sacramento Employment and Training Agency
TE	TOPSPro Enterprise
TRUSD	Twin Rivers Unified School District
WIOA	Workforce Innovation Opportunity Act

Preface

Highlands Community Charter School respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in the District. This material revision is being submitted as the Charter School is requesting the following changes to the charter:

1. **Updated Number of Sites**
   HCCS requests to maintain 14 sites as detailed in Element P the material revision.

2. **Updated Credential Qualifications**
   In the 2024-2025 school year, HCCS modified credential requirements for teachers based on a May 2025 update from the CTC and additional guidance communicated by TRUSD. This material revision will align the charter document with our commitment to utilize K-12 credentials rather than adult credentials for its teachers.

3. **Proposed Career Technical Education (CTE) Programs for 2025-2026 School Year**
   HCCS proposes to operate seven CTE programs in the 2025-2026 school year:
   - Culinary Arts
   - Digital Literacy and Multimedia
   - Early Childhood Education (ECE)
   - Medical Services
   - Microsoft Office Specialist (MOS) Certification
   - Personal Finance
   - Real Estate

4. **Addition of Grade 11**
   HCCS proposes to add grade 11 in compliance with guidance from TRUSD.

5. **Addition of CAST and CAASPP Assessments**
   HCCS will test students in both CAST and CAASPP based on guidance from the California Department of Education and TRUSD. While these assessments are intended for students in traditional high school programs, and HCCS serves adults, HCCTS has implemented this assessment to ensure compliance and accountability in its academic programs.

6. **Enhanced Curriculum for Improved English Learner Support**
   The HCCTS Board has approved the Savvas curriculum for HCCS. Implementation has begun with professional development support from Savvas in alignment with Professional Learning Community (PLC) structures.

7. **Lottery Procedures**
   HCCS respectfully requests approval to update its current lottery procedures to more accurately reflect the Charter School's existing admission practices. While maintaining full compliance with all applicable provisions of the California Education Code, HCCS

seeks to clarify and enhance its written policies and procedures to ensure greater transparency, accessibility, and alignment with the school's mission of serving adult learners. These updates will streamline the admissions process, reflect current operational structures, and better address the needs of the diverse student population.

With TRUSD's approval, HCCS will continue to uphold equitable and compliant admission practices while refining procedures to ensure they are clear, consistent, and supportive of the school's commitment to access and inclusion.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") and outside of the District pursuant to the WIOA exemption to site restrictions contained in the Charter Schools Act of 1992 is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to HCCS shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(e)(3).)
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking

to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. (Ed. Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a)(2).)
- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)
- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized and amended as the Every Student Succeeds Act ("ESSA").
- Comply with the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with the Ralph M. Brown Act.
- Comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47601.1.
- Comply with Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum number of school days. (Title 5 California

Code of Regulations § 11960.)

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.



9/26/2025

Jonathan Raymond for HCCS
1111 Howe Ave., Suite 540
Sacramento, CA 95838
(916) 844-2283

Date

Element A The Educational Program

Program Focus: Opportunities for Adult Learners

The Highlands Story
Highlands Community Charter School (HCCS) has been in operation since August 2014 and is one of two public charter schools operated by Highlands Community Charter and Technical Schools. HCCS exists to provide second chances — to serve adult learners aged 22 and older who, for a wide variety of reasons, were unable to earn a high school diploma through traditional pathways.

We serve a uniquely diverse student population, the majority of whom are immigrants and refugees. Some of our students arrive with advanced degrees from their home countries, having previously worked as engineers, teachers, and medical professionals. Others have had little or no formal education and are just beginning to learn to read, write, or speak English for the first time. Our model is built to honor this range of lived experiences — meeting students where they are and helping them reach where they want to go.

HCCS is open to all adult learners over the age of 22 and accepts students according to available capacity and lottery procedures. At our core, we believe that every student — regardless of their starting point — deserves access to a high-quality education, a pathway to a better future, and the unwavering support of a school community that sees their potential.

In July 2025, HCCS entered an era of renewal and accountability under the leadership of Executive Director Jonathan Raymond, former superintendent of Sacramento City Unified. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to urgently rebuild an adult education program on a foundation of institutional integrity and a deep commitment to putting students first in every decision. We are raising standards across the board to implement clear policies for fiscal responsibility, place K-12 credentialed teachers in every classroom, lower class sizes, develop a rigorous and standards-aligned curriculum, enable more professional learning for teachers, and expand access to career training to support workforce needs throughout the regions we serve.

While the school has temporarily cut back staffing and reduced its enrollment capacity as part of program restructuring, it has laid essential groundwork for deep structural change. Every initiative proposed in this revision reflects our commitment to building educational programs that deliver on HCCS's commitment to serving its students, families, and the public.

HCCS has also launched a comprehensive five-year strategic planning process to reimagine how we deliver services and meet the evolving needs of our learners. We are investing in academic excellence, workforce relevance, and a culture of care. With these changes, we believe Highlands can become a statewide model for high-quality adult education that transforms lives.

Mission Statement
HCCS is a diverse community for social justice, serving the underserved by providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, HCCS builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of HCCS is to eradicate educational inequality and promote workforce success.

Executive Leadership
The Executive Leadership at Highlands Community Charter School provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress.

Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer, and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability.

Leadership Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education. Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California's history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of

the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments, and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Chief Operations Officer
Teresa holds a Ph.D. from the University of Illinois, Chicago, and has worked in the field of education for more than 29 years. Her work as a teacher, administrator, and author of mathematics curricula has spanned the breadth of the education community from PreK-12 through community college and university levels. She has extensive experience in executive-level district administration, as well as research and development for various non-profits, Riverside County Office of Education, and the Stuart Foundation, including co-development of an organizational health review.

Eric Chapman, Chief Academic Officer
Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer
Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Melissa Roberson, Director of Accountability and Assessment
Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Director of School Services
Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

The Population HCCS Desires to Educate
HCCS has the motto "...it's never too late." The school specifically focuses on providing educational opportunities for adults 22 years and older without a US high school diploma who have been unserved or underserved by the traditional educational system. This includes students who were unable to complete high school due to circumstances such as early parenthood, justice system involvement, or economic necessity, as well as immigrants and refugees seeking educational opportunities in the United States. HCCS provides a viable educational choice for adult learners interested in completing their high school education in a supportive environment that recognizes their diverse backgrounds, experiences, and goals.

The school serves students from 89 countries, with the five most represented countries as of the 2024-2025 school year being Afghanistan (5,830 students), Ukraine (1,383), Russia (1,356), Mexico (1,014), and Vietnam (318). This international diversity reflects both global migration patterns and Sacramento's role as a resettlement community for refugees and immigrants.

Student Population Characteristics

Demographics and Geographic Distribution

HCCS enrolls students primarily from Sacramento County, serving a culturally and linguistically diverse population. Women comprise 58.90% of the student body, men 41%, and 0.10% identify as nonbinary. The school serves grades 9-12, with all students being 22 years of age or older.

Language and Cultural Diversity

Approximately 90% of HCCTS students are English Language Learners, though the school also serves English proficient students seeking to complete their education through credit recovery. Based on enrollment data, there are multiple primary languages represented at HCCS, reflecting the diverse countries of origin of the student population. The five most represented countries at HCCS as of Census day for the 2024-2025 school year are Afghanistan, Ukraine, Russia, Mexico, and Vietnam. The table below shows the top five countries of origin for students at HCCS by year for the last three years, along with the number of students enrolled by year for that country.

	2022-2023	2023-2024	2024-2025
1	Afghanistan (2,875)	Afghanistan (3,755)	Afghanistan (5,830)
2	Ukraine (990)	Ukraine (1,305)	Ukraine (1,383)
3	Mexico (920)	Russia (1,239)	Russia (1,356)
4	Russia (634)	Mexico (1,036)	Mexico (1,014)
5	United States (381)	Vietnam (268)	Vietnam (318)

Socioeconomic Status

The overwhelming majority of HCCS students qualify as socioeconomically disadvantaged, with over 97% qualifying for this status in the 2023-2024 census, an increase from the historical 90%+ rate.

Free and reduced lunch eligibility has grown significantly:

Year	Students Eligible for Free/Reduced Lunch
2022-2023	5,690
2023-2024	9,350
2024-2025	11,546

Housing Instability
A significant portion of the student population experiences housing instability:

Year	Enrolled Homeless Students
2022-2023	450
2023-2024	1,584
2024-2025	1,365

Due to the social stigma associated with homelessness, these numbers likely represent underreporting, as many students temporarily staying with friends or family may not identify as homeless.

Student Challenges and Needs

Varied Educational Backgrounds
The educational backgrounds of HCCS students vary dramatically. Some refugee and immigrant students arrive with advanced degrees from their countries of origin and extensive English language experience, while others may have never had formal education and lack literacy in their first language. US-born students typically have experienced interruptions in their education due to various life circumstances.

Multiple Responsibilities
Many students are adults managing multiple responsibilities, including employment, family care, and basic needs. They often lack access to reliable transportation, computer technology, and childcare. Limited free time presents ongoing challenges for academic engagement and completion.

Trauma and Life Experiences
Students frequently arrive having experienced various forms of trauma including displacement, poverty, addiction, homelessness, and incarceration. Ex-offenders face particular challenges re-entering educational settings and often require additional academic and social-emotional support.

Access to Basic Needs
Many students lack access to fundamental necessities including food, appropriate clothing, school supplies, and stable housing. The refugee population faces additional challenges adapting to new customs, culture, and technology while building English proficiency and seeking employment.

Student Goals and Motivations

Students enroll at HCCS with diverse but interconnected goals: improving English language skills, completing their high school education, accessing better employment skills and opportunities, supporting their families, and participating more fully in their communities. For many, earning a high school diploma represents both a long-deferred dream and a critical step toward economic stability and further education. HCCS recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate in both academics and the needs of their well-being, and balanced in knowledge of core subjects, communication, career and civic readiness, and the use of technology. In the grades 9-12 high school context, this means students engage in a coherent course of study that builds critical thinking and problem-solving, and helps them act with increasing independence and confidence in academic and professional settings. Our students become empathetic, collaborative members of the community. Through collaboration, they set and pursue personal, academic, and career goals. A climate of mutual trust and support leads students to demonstrate empathy and to engage in respectful, productive communication. Teachers guide students to see themselves as global citizens who are empowered and responsible for making positive changes in their immediate environments and beyond. Accordingly, an educated person in California today is literate in English and able to communicate and function competitively and productively in the workforce, in higher-education classrooms, and in their communities.

Our students **seek understanding and peace** within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have had limited access to technology learn to use digital tools as a means to succeed in school, work, and civic life.

Our students are **scholars** who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California/ Sacramento community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are **community members** who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the skills they have developed and prepared to communicate, collaborate, and contribute.

Our students are **citizens** of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our

campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are **members of an increasingly technical and information-based world** and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Educational Philosophy and Approach

HCCS supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

Learning Occurs in the Context of Safe and Trusting Relationships

Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

Trauma-Informed Educational Practices

Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.

Relational Pedagogy

We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.

Community Building and Peer Support

We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Mental Health and Wraparound Services

We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership

with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption
Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Instruction Must Meet Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)
A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design
We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support
Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at

their level and provide translated background text and videos that build background knowledge to enhance ELLs access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching
Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness
Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Effective Adult Learning Requires Agency and Relevance
Adult learners bring intrinsic motivation and clear goals that can be powerful drivers of academic success when properly leveraged. Our role is to create learning experiences that honor students' autonomy while providing the structure and support they need to achieve their educational objectives.

Self-Directed Learning and Goal Setting
We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Choice and Flexibility in Learning
Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.

Real-World Connections and Application
Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students

might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.

Career and College Integration
We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.

Student Voice and Feedback
Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.

Ownership of Learning Outcomes
We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.
These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

Foundational Research and Theories Supporting Our Approach

Adult Education Learning Theories
HCCS applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources, including personal achievement, social factors, and career advancement.

Sociocultural Theories
According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-world participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that

mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013).

The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is defined as, "a process of setting up" the situation to make the student's entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner's ZPD.

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities.

According to the U.S. Department of Education's Literacy Information and Communication System (2012), differentiated instruction engages students at a range of different levels with various learning styles and makes learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction (CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the

most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

As a charter school exclusively serving students over the age of 21, the English assessment requirements of federal and state law applicable to students aged 3 through 21, as defined by Education Code section 306, do not apply to HCCS.[1] Almost all of the students at HCCS are classified in CALPADS as adult English Language Learners or ADELs. Therefore, HCCS students do not take the English Language Proficiency Assessments for California (ELPAC) or appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). HCCS goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At HCCS, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Language and Content Learning Are Interconnected.

Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.

Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

[1] Education Code section 306, section (a), defines “English learner” for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. “the term ‘English learner’, when used with respect to an individual, means an individual who is aged 3 through 21.”

Authentic Assessment Drives Responsive Instruction.
We move beyond standardized measures to develop assessment practices that capture the full range of our students' growing capabilities. This includes portfolio-based assessments, project-based demonstrations of learning, and self-assessment tools that help students track their own progress toward their goals.

Language Assessment Upon Enrollment

As a WIOA partner, HCCS assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with HCCS level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
As an exclusively adult-serving charter school, HCCS serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment and Class Size to Support Learning Goals
Enrollment at Highlands Community Charter School has increased each year since its opening. In the 2021–2022 school year, enrollment was 3,751; in 2022–2023, enrollment rose to 6,749; and in 2023–2024, enrollment grew again to 9,069 students, according to the DataQuest census day snapshot. By the end of the 2023–2024 school year, HCCS experienced a significant increase in enrollment and heavily impacted classes. Teachers reported that students were often unprepared with essential skills, and frequent roster changes disrupted instruction. In response, the enrollment process was revised for the 2024–2025 school year to better prepare students and support more strategic class planning. In the 2024-2025 school year new students were enrolled

on a biweekly basis rather than continuously throughout the term. Orientation was also updated to include study skills, academic planning, and CASAS assessments.

Five-Year Enrollment Rollout Plan
HCCS has dramatically reduced its enrollment due to updated credential requirements for teachers. As a result, HCCS has recently laid off 631 employees (teachers who only possess an adult education credential as well as staff that would support these teachers and the students that they serve).

Although we currently have over 2,700 students on a waitlist waiting to enroll, the school needs to rebuild its capacity to serve them. For the 2025-2026 school year, HCCS currently has approximately 1,000 students enrolled and plans to increase growth at a reasonable pace over the following four fiscal years as it hires and/or trains additional K-12 credentialed teachers. The five-year enrollment rollout plan is as follows:

Year	Number of Students
2025-2026	1,000
2026-2027	1,100
2027-2028	1,210
2028-2029	1,331
2029-2030	1,464

In the 2024-2025 school year, HCCTS adopted a Class Sizes and Enrollment Board Policy (6151BP) which stated that, “While California does not mandate class size limits for grades 9-12, HCCTS recognizes the importance of maintaining class sizes that promote a productive learning environment, reduce teacher workload, and enhance student engagement. Optimal class sizes are essential to support personalized instruction, improve student outcomes, and foster academic success. The Board of Directors, in consultation with the Executive Director, will establish appropriate class size limits that align with HCCTS’ instructional goals and student needs.” For the school year 2025-2026, class sizes are set at 30-1.

Class Size Guidelines

- Student-to-Teacher Ratios: Class sizes will be managed to ensure student-to-teacher ratios that support personalized instruction and academic success.

- Program-Specific Adjustments: Class sizes may vary depending on the nature of the program (e.g., independent study, bridge programs, or high school completion).

Enrollment Management

● Enrollment Caps: Each classroom will have an enrollment cap aligned with physical capacity and instructional goals.
● Monitoring and Rebalancing: HCCS Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

● Cross-Reference with Physical Capacity: Class sizes and enrollment numbers will be managed in coordination with physical capacity limits as outlined in BP 7110 Physical Classroom Capacity to ensure compliance with Fire Marshal regulations and building codes.

Impact on Instruction and Student Outcomes

● Teacher Workload: Class size limits will be established to reduce teacher workload and promote effective instruction.

● Student Engagement: Class sizes will be prioritized in courses requiring intensive instruction or student participation.

Admission Process
HCCS has introduced a comprehensive admission process to better prepare and place incoming students. This process includes registration, grade level placement, an overview of student expectations and services, and covers any technology-related needs. This enhanced enrollment process ensures students are fully supported from registration to their first day, setting them up for success at HCCS.

2025-2026 ACADEMIC SCHOOL CALENDAR



July 1 - Aug 1	Summer Break	Jan 19	Martin Luther King Jr. Day	May 25	Memorial Day
Aug 4 - Aug 13	Staff Development Days	Feb 12	Lincoln Day	Jun 19	Juneteenth
Sept 1	Labor Day	Feb 16	Presidents' Day	Jun 29 - Jun 30	Staff Development Days
Nov 12	Veterans Day Observed	Mar 27	César Chávez Day Observed		
Nov 24 - Nov 28	Thanksgiving Break	Mar 30 - Apr 3	Spring Break		
Dec 22 - Jan 2	Winter Break	Apr 6 - 7	Staff Development Days		

Goals of HCCS Program and Student Learning Outcomes

HCCS has three Schoolwide Learner Outcomes (SLO):

- Academic Growth: Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- Career Progress: Students make documented progress toward individualized education, workforce skill development, and career goals.
- Digital Communication: Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many of our learners enter HCCS with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community success. To make this real in classrooms, and to build a bridge to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to learners 22+ who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are centered around K-12 state standards shaped by the needs of our students and community, and grounded in a commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to learning so students can persist and complete. At HCCS, we believe in our students, we believe in our community partners, and we believe that it's never too late.

The Instructional Leadership Team: Stewards of HCCS's Academic Goals
The goals of the HCCS program are created and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team. The ILT is comprised of the CAO, the principals, teacher leaders, Director of Professional Learning, Director of CASAS testing, and Director of Curriculum. The ILT meets every other week to ensure that HCCS is meeting its academic goals by analyzing student learning data and designing professional learning support that responds to these data as well as to teacher-reported needs. The ILT works to create coherence across our goals and accountability requirements to support teachers in understanding how these efforts overlap and form our core goals.

Common Core Standards
HCCS is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content

area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects
HCCS offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies and electives.

English Language Arts
The English Language Arts courses guide students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes, developing skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic success and professional communication.

Mathematics
The Mathematics courses build foundational skills through a sequence aligned with California Common Core standards, beginning with Pre-Algebra and progressing to Algebra 1 and Geometry. Students develop proficiency with key concepts such as fractions, decimals, ratios, proportions, equations, and basic geometry. Emphasis is placed on applying mathematical reasoning to real-life contexts like financial calculations and problem-solving. The curriculum fosters critical thinking and the ability to represent mathematical situations numerically, graphically, verbally, and symbolically, preparing students for success in advanced math courses and everyday life.

History-Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking, connecting academic content with learners' personal and community experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science

introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
The Electives program offers diverse opportunities for students to develop critical reading, communication, and public speaking skills. Courses like *Reading for Pleasure* foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series of courses supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses focus on building foundational language skills through systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum

HCCTS recently engaged in a curriculum adoption process to procure Savvas, a standards-aligned curriculum for HCCS courses. We followed an articulated adoption process and received guidance from our UMass Global credentialing partner who had extensive experience with curricular materials that best serve ELLs. Our process involved reviewing materials utilized by other surrounding school districts as well as following recommendations by EdReports in order to understand the best options for our context. We engaged in vendor demos, received teacher feedback around our top choices, and delivered our final proposal to the board of directors for approval.

The HCCTS board approved the adoption of the Savvas curriculum in August 2025. There were many elements that led to this choice including a single user-friendly platform for both teachers and students, and a high rating on EdReports. The curriculum is also used by Twin Rivers

Unified School District, Elk Grove Unified School District, and Los Angeles Unified School District. In order to support teachers to gain familiarity and comfort with the new curriculum, the start of classes was extended until August 14th and teachers met in professional learning communities (PLCs) to build their knowledge of the standards-aligned curriculum. Our contract with Savvas includes access to both an online digital curriculum and to teacher edition textbooks and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish
A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English
An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum
In-house developed theme packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Understanding Learning: Using Student Assessments to Support HCCS Goals

We employ multiple forms of assessment to monitor student progress and inform instruction:

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys**: Self-perception data helps us to understand the student experience.
- **CASAS testing:** Comprehensive Adult Student Assessment System, a competency based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP**: California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments**

Administered 3 times per program year

- **ELD Level Placement Test**
  Upon enrollment
- **ELD Level Exit Test**
  Administered to determine readiness to advance to the next ELD level

Professional Development Supporting HCCS Goals

High-quality professional learning is about creating a learning system. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings.

HCCS leadership works in partnership with HCCS principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. There are several core beliefs about practitioner-based learning that informs the HCCS approach to professional learning:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are being met.
- Agency and relevancy are guiding drivers for adult learners; being able to articulate their own goals and see where they are on the path to achieving those goals is essential for adult learners.
- For instruction to be changed and improved, the learning experience of students must be public (not hidden away).
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition
Central to HCCS professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All HCCS educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices
Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking
We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning

about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making
As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

HCCS Professional Learning Structures
There are multiple existing structures that support professional development at HCC for teachers and leaders.

Friday Professional Development Sessions
Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC
Leading is complex and uncertain work, and HCCS supports its two principals in PLC sessions led by the Chief Academic Officer. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are

progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Per Week Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching

Teaching standards-aligned high school curriculum to newcomer adults with varying degrees of education in their home language and a wide range of English skills is challenging teaching. To support excellent instruction, HCCS is in the process of investing in on the ground coaching for our teachers. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction. At the time of the writing of the material revision, we plan to begin Phase 1 of the teacher coaching program by October 15th. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on the ground support of teachers ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement

Assessment is a core to instructional improvement at HCCS. Not only does assessment tell us

where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. HCCS is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement

The instructional leadership team (ILT) will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand barriers to student progress.

Informal Assessments and Improvement

Working in their PLCs, teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT uses classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement

Centering the students' experience as core to our approach to improving the learning experience The HCCS instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, we do value this source of data to understand HCCS's social and emotional conditions for learning.

Every year, HCCS conducts anonymous student climate surveys. These surveys are sent out to students in the following languages:

- English
- Arabic
- Spanish
- Persian
- Armenian
- Pashto
- Russian
- Turkish
- Ukrainian
- Vietnamese
- Chinese

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app.

Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

HCCS students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of HCCS students who agree or strongly agree with each statement for the year indicated for the last three years.

Survey Statement	2022 - 2023	2023 - 2024	2024 - 2025
Lessons help me in my daily life.	96%	88%	95%
Lessons are interesting.	95%	90%	95%
I know what I need to do to make progress in my classes.	96%	90%	94%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	95%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	95%	89%	94%
I have the technology I need to learn.	95%	91%	96%
The school, classrooms, and buildings are clean and in good condition.	96%	94%	93%
The school tells me important information regularly (holidays, school announcements, events).	94%	95%	97%
All students from different backgrounds and countries are treated kindly.	92%	96%	97%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	92%	97%	96%

My teacher really cares about me and respects me.	93%	98%	98%
My counselor really cares about me and respects me.	91%	92%	87%
The school helps me turn my college and career goals into a plan.	90%	84%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	85%	78%	85%
I want to learn more about mental health and how to deal with stress.	76%	57%	67%
I feel connected to the school, my classmates, and teacher.	85%	83%	90%
I feel safe at school (I trust our leaders to make our school safe).	87%	95%	94%
I know how to log in and check my student email.	72%	90%	93%
I know how to log in to my online learning tools	77%	84%	91%
Highlands helps me learn to use technology by giving mobile devices and digital literacy training.	64%	79%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week.	*ND	*ND	77%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Because many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, HCCS provides extra support to ensure students' academic success. Classroom teachers are available to meet with students before and after school during their office hours to support students who are struggling academically.

Paraeducators

English proficiency and learning needs vary widely for our incoming students. HCCS paraeducators provide crucial language scaffolding by providing individualized instructional support in students' native languages and creating more opportunities for meaningful English language practice, ensuring that our Level 0 students can fully benefit from our educational programs.

Additionally, paraeducators who share students' cultural backgrounds can create a more comfortable environment that reduces the anxiety often experienced by new students and immigrant populations. While teachers focus primarily on academic instruction, paraeducators provide crucial social-emotional support to help students navigate their educational environment successfully. Paraeducators also help students build digital literacy, fluency with the HCCS systems, and provide academic support.

HCCS hired 32 new paraeducators in 2024–2025 to expand instructional support across its sites. All but two of those paraeducators were released in June 2025 as part of the school’s

restructuring process, which prioritized staffing of credentialed instructors. HCCS plans to rehire three additional paraeducators this school year as it builds its program capacity and will further increase paraeducator staffing as part of its sustainable five-year growth plan.

Literacy Support
During the 2025-2026 school year, HCCS will hire staff to provide literacy support for English language learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
HCCS will implement an in-person tutoring program to replace previous online tutoring opportunities. Based on feedback from students and staff, online tutoring no longer effectively serves the needs of our student population. Key challenges, detailed below, include a lack of digital literacy skills, low student engagement, and limited availability of support. The design of our in-person tutoring program will focus on effectively addressing these findings.

<u>Challenges for Students Accessing Online Tutoring</u>

- Cultural barriers – example: Afghan women
    - Our student population with the highest level of need for one-on-one tutoring
    - Working one-on-one with male tutors would violate cultural and religious norms
    - Afghan women typically have limited experience or skill with technology
    - Afghan women may have limited literacy skills and English language skills
    - Require in-person, one-on-one support by Dari or Pashto-speaking women tutors
- Technology barriers
    - Online login processes may limit access for students with low technical proficiency
    - Our student population may not have access to high-speed internet at home
    - Our student population may not have a device with internet access for use at home
    - Most online tutoring is chat-based, requiring literacy and typing skills
- Linguistic barriers
    - Top 5 languages:
        - Dari
        - Pashto
        - Ukrainian
        - Russian
        - Spanish
    - Online tutoring by English-speaking tutors cannot support students with limited English proficiency

<u>In-Person Tutoring Program Design</u>
HCCS is in the process of contracting with a tutoring business to offer students in-person tutoring that will:

- Account for cultural and technological barriers when assessing student needs
- Staff tutors who can serve specific cultural and linguistic populations of greatest need
- Implement and refine best practices for providing one-on-one academic support

- Develop robust translated learning materials for students in multiple formats

Student Success Team (SST)
At HCCS, the Student Success Team (SST) process is a collaborative, data-driven approach to identify and implement support strategies for students experiencing academic, behavioral, or attendance-related challenges. The goal is to equip educators with additional tools and resources to meet students' needs in the general education setting and, when necessary, connect students with services such as tutoring, counseling, or basic needs assistance. While SST may result in a referral to a 504 committee, its primary function is not to initiate such referrals.

SST Membership and Roles
SSTs are convened by the Director of Student Services or designee and include the student's counselor (as the facilitator), current teacher(s), the student, and guardians when applicable. Additional specialists such as social workers, speech therapists, healthcare providers, paraeducators, and language navigators may be invited based on student needs.

Referral Process
Students may be referred to the SST for persistent academic or behavioral concerns. Before referral, teachers must document the use of differentiated instructional strategies and collaboration with other staff. Referrals are submitted using a standardized form and must include relevant data such as attendance records, academic assessments, behavior logs, and prior interventions.

SST Meeting Process
Scheduling: SST meetings are scheduled promptly based on the urgency of the concern and include all relevant team members.

Data Collection
The team reviews comprehensive student data to inform the discussion.

Intervention Planning
A tailored plan is developed with specific goals, strategies, responsible staff, and a timeline for implementation.

Follow-Up
A follow-up meeting is held six weeks after the initial meeting to assess student progress and adjust the intervention plan as needed.

Documentation
All decisions, meeting minutes, and progress reports are documented and stored in the student's confidential file in accordance with FERPA and HCCTS policy.

SST Outcomes
The SST may recommend continued interventions within the general education setting, changes in instructional methods or placement, referrals to support services or external agencies, or, if

appropriate, a referral to the 504 Committee. All recommendations are monitored and evaluated for effectiveness.

Confidentiality and Compliance
SST processes comply with all applicable privacy laws, including FERPA. All records and discussions remain confidential and are shared only with authorized personnel.

Socioeconomically Disadvantaged Students
At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies socioeconomically disadvantaged and low-income students consistent with state and federal definitions upon registration through our Household Income Data Collection form and PowerSchool SIS system. This subgroup makes up a large majority of our student population.

To best serve our socioeconomically disadvantaged and low-income students, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in academic enrichment activities that align with their level-pacing academic plans and learn cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how to use mental models. Additionally, to meet the economic needs of these students, HCCS holds workshops with partners on issues related to economic need and building financial independence.

Instructional Days and Minutes Calculations
HCCS maintains multiple bell schedules that consistently exceed the minimum instructional time required under Education Code Section 47612.5(a), which mandates 64,800 minutes annually. Both AM and PM bell schedules detail 5 consist of 5 instructional days, Monday through Friday with 5 periods each except on 17 modified Friday schedules designed to incorporate time for teacher professional development. The Academic Calendar(found on page 25) includes 197 instructional days, 180 regular and 17 modified Fridays, totaling 65,087 minutes for both AM and PM schedules.

Instructional Minutes Report (Full Day) *Bell Schedule* *2025-2026*				Instructional Minutes Report (Teacher PD) *Bell Schedule* *2025-2026*		
AM Bell Schedule				**AM Bell Schedule**		
PLC - Planning	8:00 - 8:45 am	0		PLC - Planning	8:00 - 8:45 am	0
Period 1	8:45 - 9:51 am	66		Period 1	8:45 - 9:38 am	53
Passing Period	9:51 - 9:53 am	2		Passing Period	9:38 - 9:40 am	2
Period 2	9:53 - 10:59 am	66		Period 2	9:40 - 10:33 am	53
Passing Period	10:59 - 11:01 am	2		Passing Period	10:33 - 10:35 am	2
Period 3	11:01 - 12:07 pm	66		Period 3	10:35 - 11:28 pm	53
Passing Period	12:07 - 12:09 pm	2		Passing Period	11:28 - 11:30 pm	2
Period 4	12:09 - 1:15 pm	66		Period 4	11:30 - 12:23 pm	53
Lunch	1:15 - 1:45 pm	0		Lunch	12:23 - 12:53 pm	0
Period 5	1:45 - 2:51 pm	66		Period 5	12:53 - 1:46 pm	53
PLC - Reflection	2:51 - 4:30 pm	0		Professional Development	2:00 - 4:30 pm	0
	Total Instructional Minutes:	**336**			**Total Instructional Minutes:**	**271**
PM Bell Schedule				**PM Bell Schedule**		
PLC - Planning & Reflection	2:00 - 4:00 pm	0		Professional Development	2:00 - 4:30 pm	0
Period 6	4:00 - 5:06 pm	66		Break	4:30 - 5:05 pm	0
Passing Period	5:06 - 5:08 pm	2		Period 6	5:05 - 5:58 pm	53
Period 7	5:08 - 6:14 pm	66		Passing Period	5:58 - 6:00 pm	2
Passing Period	6:14 - 6:16 pm	2		Period 7	6:00 - 6:53 pm	53
Period 8	6:16 - 7:22 pm	66		Passing Period	6:53 - 6:55 pm	2
Passing Period	7:22 - 7:24 pm	2		Period 8	6:55 - 7:48 pm	53
Period 9	7:24 - 8:30 pm	66		Passing Period	7:48 - 7:50 pm	2
Lunch	8:30 - 9:00 pm	0		Period 9	7:50 - 8:43 pm	53
Period 10	9:00 - 10:06 pm	66		Lunch	8:43 - 9:13 pm	0
Site Close	10:06 - 10:30 pm	0		Period 10	9:13 - 10:06 pm	53
	Total Instructional Minutes:	**336**		Site Close	10:06 - 10:30 pm	0

Instructional Requirements Report 2025-2026				
AM Bell Schedule				
Weekdays	*InstructionalMintues per Day*	*InstructionalDays*	*Grand TotalMinutes*	
All (M-F)	336	180	60,480	
Teacher PD Days	271	17	4,607	
PM Bell Schedule				
Weekdays	*InstructionalMintues per Day*	*InstructionalDays*	*Grand TotalMinutes*	
All (M-F)	336	180	60,480	
Teacher PD Days	271	17	4,607	
Instructional Requirements				
Requirement		*Requirement*	*Meets Requirement?*	*Notes*
Annual Instructional Minutes Required for Grades 9-12 (AM)		EDC 47612.5:64,800	Yes	65,087.00
Annual Instructional Minutes Required for Grades 9-12 (PM)		EDC 47612.5:64,800	Yes	65,087.00
Required Minimum Miutes per Day (AM)		EDC 46141:240	Yes	336.00
Required Minimum Miutes per Day (PM)		EDC 46141:240	Yes	336.00
Earliest Start Time for High Schools		EDC 46148:8:30 AM	Yes	9:00 AM start
Minimum Number of Days per Track		EDC 47612(d)(3):175 Days	Yes	197
Attendance Charters Must Require of Students		EDC 47612.5(e)(1):80%	Yes	In Board Policy
Required Percentage of School Days for Each Track Prior to April 15		EDC 47512(d)(5):55%	Yes	73%
Month	**Instructional Days**	**Instructional PD Days**		
July	0	0		
August	11	1		
September	19	2		
October	21	2		
November	12	2		
December	13	2		
January	17	2		
February	16	2		
March	17	2	Excess Minutes	287
April	16	1	Excess Days	0.85
May	19	1		
June	19	0		
Total	**180**	**17**		

Graduation Requirements
HCCS' high school students are eligible to graduate when they have been awarded 180 high school credits: 110 Academic including a mandatory 10 credits academic credits from Workforce Readiness courses, and 70 in elective or Career Technical Education (CTE) credits. As part of the 180 credits, transfer credits and employment credits count toward this total. As soon as the high school students complete 180 credits and those credits are verified, students are eligible to apply for their diplomas. After students receive their diplomas, they are asked to participate in a graduation ceremony.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements left to graduate. Each student is provided with an academic progress report. In the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2030-31 school year.

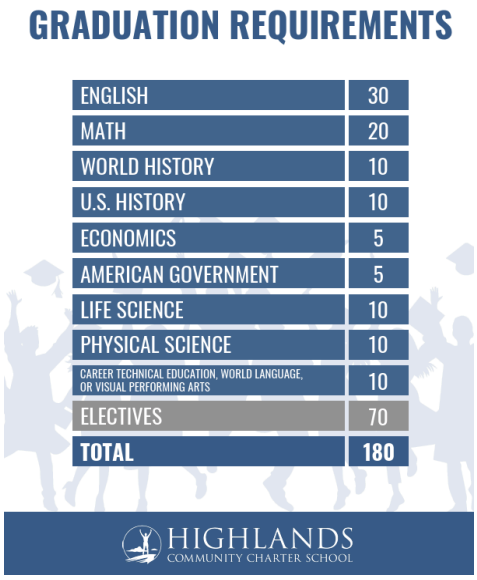

Attendance Policy
HCCS recognizes that attendance is a critical indicator of student progress and overall academic success. Despite the inherent challenges in ensuring consistent engagement among adult learners across all instructional periods, the school remains committed to full-day attendance expectations for all students.

In the 2024–2025 school year, HCCS has implemented a series of initiatives aimed at improving student attendance, enhancing the accuracy of attendance reporting, and strengthening accountability measures for both educators and administrators. These efforts include the adoption of a revised Attendance Enforcement Policy (BP 5113.1) by the HCCS Board of Directors on March 20, 2025. Key changes in the updated policy include:

- 80% Daily Attendance Rule: Students must be present for at least 80% of scheduled instructional hours weekly.
- 15-Minute Rule: Students who check in but leave within the first 15 minutes of class without prior approval will be marked absent. Repeated violations may result in intervention and disenrollment.
- Meaningful Engagement: Attendance is verified by meaningful engagement. Students who check in but fail to participate meaningfully will be marked absent.
- Forgery of Attendance Records: Any student found falsifying attendance records, including signing in for another student, will face disciplinary action, including possible suspension, expulsion, or disenrollment.

HCCTS employs tiered intervention strategies to support students struggling with attendance before taking disciplinary action:

- Notifications: Calls, text messages, and emails will provide immediate alerts to students who have not met attendance requirements.
- Outreach & Support: Students flagged for low attendance will be contacted by school staff to assess barriers and develop a support plan.
- Attendance Contracts: Students with ongoing attendance issues may be placed on a probationary attendance contract outlining expectations and consequences.
- Disenrollment Procedures: Students failing to meet attendance requirements after documented interventions may be disenrolled following due process, as outlined in BP 5111.5 (Disenrollment).

Additionally, HCCS has drafted and adopted the following policies to help enforce attendance.

  - 5111.5 Disenrollment and Involuntary Removal (Revised and Approved 03/20/2025) - Outlines the involuntary disenrollment for students who accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them.
  - 5120 BP Satisfactory Academic Progress (Approved 03/20/25) - Outlines students must maintain active attendance
  - 5131 BP Student Conduct (Revised and Approved 03/20/2025) - Outlines the ramifications of students who forge attendance records
  - 6164.5 BP Student Success Teams (Revised and Approved 04/25/2025) - Outlines interventions to support students reportedly struggling with attendance

In addition to the board policies, HCCS has updated the bell schedule for the 2025-2026 school year, which now contains 5 periods rather than 3 periods for the AM schedule. It meets the minimum number of instructional minutes, and it has only one PM schedule for all sites, rather than three (as in the 2024-2025 school year).

Record Retention & Compliance

- BP 5120 (Satisfactory Academic Progress) now mandates that manual attendance records, including sign-in sheets, be retained for three years in both physical and digital formats to ensure compliance with California Code of Regulations, Title 5 and facilitate accurate auditing.
- The Director of Attendance is responsible for overseeing record retention and compliance audits to maintain regulatory standards.
- Random attendance audits will be conducted regularly to identify and prevent discrepancies.

We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available, either at HCCS, at one of our partner organizations, or at an external location.

Attendance Calendars
In the 2024-2025 school year HCCTS contracted with Charter Impact to assist with setting up 20-day Attendance Calendars in PowerSchool to ensure correct divisors in calculating ADA for P-2.

Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward.

An example of the 20 day calendar can be seen below for the 2025-2026 school year:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ATTENDANCE CALENDAR

SCHOOL MONTH	DATE RANGE	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	DAYS OF INSTRUCTION	TOTAL
1	8/4/2025 - 8/29/2025	AUG 4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	17	
2	9/1/2025 - 9/26/2025	SEP 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	19	
3	9/29/2025- 10/24/2025	29	30	OCT 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	20	
4	10/27/2025 - 11/21/2025	27	28	29	30	31	NOV 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	19	75
5	11/24/2025 - 1/19/2025	24	25	26	27	28	DEC 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	15	
6	1/5/2026 - 1/30/2026	JAN 5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	19	
7	2/2/2026 - 2/27/2026	FEB 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	18	
8	3/2/2026 - 3/27/2026	MAR 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	19	146
9	3/30/2026 - 4/24/2026	30	31	APR 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	13	
10	4/27/2024 - 5/22/2026	27	28	29	30	MAY 1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	20	
11	5/22/2026 - 6/19/2026	25	26	27	28	29	JUN 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	18	197
12	6/22/2026 - 6/30/2026	22	23	24	25	26	29	30														7	
																				FULL YEAR		204	74%

PD DAYS	
HOLIDAY	
THANKSGIVING BREAK	
SPRING BREAK	
WINTER BREAK	
FINAL COMPLETE P1 MONTH	
FINAL COMPLETE P2 MONTH	
FINAL COMPLETE PA MONTH	

Academic Progress
HCCS has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual

attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

Career Technical Education (CTE)

CTE programs provide students with hands-on job training while earning course credits and industry recognized certifications. Courses help students build skills for careers, develop student agency and confidence, and build social capital, all while pursuing career pathways that allow students to earn a liveable wage

HCCS recognizes the importance of robust Career Technical Education programs, especially for traditionally underserved students. Programs in the past were developed with student interests in mind and course expansion was historically based on student interests. Moving forward, HCCS will align workforce needs with student interests to identify the most viable CTE classes and pathways.

Currently, HCCTS offers one Personal Finance course as part of our CTE program. We are looking to add a licensed real estate class, relaunch the culinary, welding, health services, early childhood education, and digital literacy classes in the new calendar year. Further efforts to expand CTE offerings revolve around business, community organization and school partnership. The redesign effort is just beginning, and involves identifying the leading businesses and industries in the Greater Sacramento Metropolitan that have job opportunities at liveable wages and can support workforce development pathway programs for students with industry aligned certificates. Community-based organizations are serving as intermediaries to facilitate employer and school-based connections, and later to provide adult mentors and internship opportunities for students. The redesign emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work based learning. New courses will be carefully vetted and released in phases.

Highlands Community Charter School currently offers one Personal Finance through the CTE program in 2025-26. To grow capacity and pathway offerings, our CTE program is entering a redesign led by a cross functional team. We are centering student voices and using labor market data and teacher input to shape offerings that put learners first. The plan emphasizes clear pathways based on local and regional employer needs, flexible schedules, strong language supports, and meaningful work based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

HCCS will have seven CTE programs in the 2025-2026 school year:

- Culinary Arts
- Digital Literacy and Multimedia
- Early Childhood Education (ECE)
- Medical Services

- Microsoft Office Specialist (MOS) Certification
- Personal Finance
- Real Estate

Culinary Arts

Culinary Overview

Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications

- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements

- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non-slip shoes for lab days

Work-based Learning

- Guest chefs, site tours, catering practice for school events, community tastings
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification, where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School-issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements

- Completion of project-based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based Learning

- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress
- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview
Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language supports are embedded for multilingual learners.

ECE Target Certifications
- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements
- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning
- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress
- Hiring teachers for this program
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview
Entry-level health care services skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS CPR and First Aid
- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based learning
- Real world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investment. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work based learning
- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress
- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026

Personal Finance Progress
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview
Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications
- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements
- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning
- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress
- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability and Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions

- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next level training

Workforce Services

The Center for Workforce Solutions is located at the main campus on Hillsdale Blvd. The Center accepts both walk-ins and appointments and connects students to a variety of services including:

- Job fairs
- Job search services
- Assistance with CalJOBS
- Application help
- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- Referrals to partners and other external agencies
- Center for Workforce Solutions

Workforce Innovation and Opportunity Act

In 2014, the Workforce Innovation and Opportunity Act (WIOA) became law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs.

Under Ed. Code 47605.1(f)(1) HCCS provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.), now known as WIOA. HCCS partners with The Sacramento Education and Training Agency, the local workforce development board for Sacramento County. All students may only be admitted under the terms of an exclusive partnership agreement, which limits students to those 22 years of age or older.

Under Education Code 47605.1(f), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

Technology

HCCS students have varying levels of knowledge and experience with technology. Some students are very familiar and comfortable using computers and computer programs. Some students have excellent typing, composition, and internet skills, while others struggle to turn on a computer.

HCCS prioritizes and supports the use of technology in our learning environments because increasing experience and proficiency with technology contributes to successful educational outcomes and better career opportunities for 21st-century learners. Because digital resources can provide valuable benefits to our students, we design our learning programs to help them build digital literacy for the modern age.

One goal at HCCS is to help students integrate technology into their lives via classroom lessons, relevant examples, classwork, projects, and opportunities to improve communication skills. Technology standards and objectives are integrated into the curriculum and clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize key tools such as email and document sharing. HCCS expects teachers to use and adapt technology as appropriate to accommodate students' varying skill levels and educational needs. In addition, the IT Department and Digital Navigators work diligently to support teachers and students who need assistance expanding their digital skills.

In recent years, HCCS has overcome complex challenges to ensure that its students, teachers, and school sites have equitable access to technology. With support from our IT Department, all HCCS classrooms now have access to the items listed below.

Equipment Available in HCCS Classrooms

Standard Equipment (All Classrooms)

- Projector onto whiteboard
- Document Camera
- Speakers
- 30 Chromebooks
- 30 over-the-ear headphones w/mic
- 1 Charging cart

Available upon Request (All Classrooms)

- Additional Chromebooks and headphones
- Projector Screen
- Student Earbuds

We believe that digital literacy will become increasingly crucial for student success in the 21st century, with benefits for academic achievement, career opportunities, and social engagement. Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, HCCS seeks to ensure that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society.

Student Services
Highlands Community Charter School has a unique opportunity to work with adult learners who have faced many life challenges. As a result, our students require a wide range of academic, career, and personal support to achieve their goals. In the 2025-26 school year, we have the opportunity to sustainably grow our student services staff, which faced staffing cuts during restructuring in the first part of the year. At the time of this material revision, we plan to develop an Intervention Coordinator role to support partnerships with community agencies. These agencies provide essential support well beyond what HCCS can offer, such as dental and medical services, nutrition, child care, housing support, and other necessities that will support their academic success.

Orientation/Student Onboarding
HCCS holds an orientation at the beginning of each year to help students become familiar with the school's policies, procedures, and programs, supporting student agency in making informed decisions about their academic plan. In August 2025, the orientation was expanded to provide additional clarity regarding updated academic policies, attendance requirements, the new five-period bell schedule, and our new curriculum, Savvas.

Navigators
To ensure equitable access to our programs, HCCS has employed dedicated staff members to ensure every student understands all the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators provide multilingual communication, academic and career support, and access to community resources. HCCS Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, as part of organization restructuring, the Navigators were released from their positions. HCCTS plans to redesign and reinstate the Navigator program, with staffing and implementation to begin by January 2026.

English Learner (EL) Services and New Student Supports
HCCS provides comprehensive support for new students and English learners. HCCS student services staff provide comprehensive orientation services that help students navigate the HCCS system. The academic supports are listed in the educational philosophy section. HCCS also provides native language support and cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology set up support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community.

Student Advisory Council
In the 2025-2026 school year, HCCS will establish two Executive Student Advisory Councils – one for the AM student cohort and one for the PM student cohort. In Fall 2025, the Chief Academic Officer (CAO) will meet with students nominated for the Advisory Councils. The first student advisory council meeting is set for mid-November. The Councils will meet quarterly with the Executive Director to contribute student perspectives on HCCS initiatives, increasing student agency, belonging, and leadership. The quarterly meetings provide consistent opportunities for

students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships
Highlands Community Charter School serves a very high-needs student population and has developed multiple partnerships with external organizations to address those needs. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:
- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of HCCS services. This includes connecting students to dental services, food banks, clothing, etc.

Student Support and Counseling
We are proud to have highly trained, compassionate counselors who support every student. Our counselors can provide assistance and information on many issues, including:
- Family issues
- Personal issues
- Conflict management
- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS, our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Services for Students with Disabilities

Overview

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older. Therefore, it is not required to join a SELPA pursuant to Education Code 47641(a), either on its own or with a grouping of charter school LEAs as a consortium. As such, HCCS does not receive state and federal revenues in accordance with SELPA's allocation plan.

HCCS will continue to make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates governing service to students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). Students will receive information about Section 504 protections when enrolled in the program.

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services only through age 22, but HCCS integrates IDEIA principles as part of its mission to provide K-12 educational opportunities to adult students in compliance with all applicable laws. For students who provide the school with a copy of a previously approved IEP, the Student Success Team ("SST") will review the IEP and work with the student to identify reasonable accommodations that provide equal access to the student's educational program, including a 504 plan if appropriate. HCCS will incorporate the student's reasonable accommodation needs into the student's educational plan as part of their individual learning strategy based on identified needs in the previous IEP.

Disabled students without a previous IEP may request reasonable accommodation by contacting school staff. Accommodation requests will be referred to the SST, who will evaluate the request, review the student's documented needs, and work with students in an interactive process to determine what accommodation is necessary to support their academic success.

504 services can also begin with a Response to Intervention based on academic challenges identified by Student Success Team members. The team will work with the student to identify individual barriers to academic success and create an academic support plan. If the student does not make satisfactory progress and consents to evaluation, they may be referred for evaluation under Section 504 of the IDEA. Any decision to deny or grant a reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEA, ADA, and the California Education Code.

HCCS does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

solutions offered by the school or propose a different alternative as part of the interactive process.

Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to HCCS's educational programs, as required by 304 C.F.R. 104.44. HCCS may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

In the 2024–2025 school year, HCCS completed a comprehensive WASC Self-Study that involved 12 internal focus groups and resulted in the development of a six-year WASC Action Plan aligned with LCAP goals. Over 200 staff members and nearly 100 students participated in the self-study process through these focus groups. In October 2024, a six-person WASC Visiting Committee conducted a three-day site visit, holding eight additional focus groups with staff and students. The committee visited 14 sites in person and reviewed 18 more virtually through pre-recorded tours. Following this extensive review, the Visiting Committee evaluated HCCS across 14 accreditation status factors, rating 11 as Highly Effective or Effective, 3 as Somewhat Effective, and none as Ineffective.

In March of 2025 WASC informed HCCS it was postponing its accreditation decision pending the result of the California State Audit. HCCS remains in probationary status as of September 2025. To ensure compliance with all program requirements, HCCS has developed a three-year plan to maintain its WASC accreditation, including measures to reduce student-teacher ratios, improve professional development, enhance data tracking, and increase EL support.

Recruiting Qualified Teachers

Highlands Community Charter School recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs. More efforts will be made going forward to aggressively recruit and retain exceptional educators with both adult and k-12 credentials, given the unique population of students we serve.

UMass Global

Highlands Community Charter and Technical Schools is partnering with UMass Global to help our intern teachers earn a California Preliminary Teaching Credential. UMass Global provides advising, admissions support, and the required coursework, while Highlands provides a paid

classroom placement, a site mentor, and job-embedded coaching. We also recruit and train Mentor Teachers—experienced educators who meet weekly with interns to co-plan, observe, and give feedback. University supervisors and site mentors conduct joint observations, so candidates get clear, consistent guidance as they complete clinical hours and state assessments. Our shared professional learning centers on HCCS priorities like integrated ELD, literacy across the curriculum, and effective use of adopted materials. The partnership is formalized in an MOU and builds a steady, well-supported pipeline of prepared teachers for our classrooms.

Transferability of Courses

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

Information about WASC accreditation can be found at HCCS' website. HCCS is currently WASC-accredited on a probationary basis. Further determination will be made by the WASC commission in 2026.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)
"The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." (Ed. Code § 47605(c)(5)(C).)

Measurable Goals of the Educational Program

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The current LCAP is on file with the District and is also available on our website at http://www.gcccharters.org. The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed in the Charter, shall not be considered a material revision to the Charter, and shall be maintained by SAVA at the school.

HCCS was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of HCCS demands that it offers extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the HCCS student population compared to most schools, has led HCCS to set its performance targets for all students rather than for traditionally designated subgroups.

Alignment With State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has

sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and will be appropriately assigned.
Method	In addition to hiring credentialed teachers HCCS will support teachers in the credentialing process including obtaining Intern credentials and the completion of any necessary credentialing program.
Measurement	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of School Accountability Report Card.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	All instructional materials will be assessed for alignment with state common core standards, CASAS standards and ELP objectives.
Measurement	Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119.

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At HCCS 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	Offer a wide range of standards-aligned materials to ensure teachers have access to diverse standards-aligned methods and modalities and individual student needs can be met through access to multiple aligned curricula.
Measurement	Engagement with curricula will be tracked for engagement and impact and assessed by the Executive Director, Chief Academic Officer, Director of Curriculum or other designee.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Student progress will be measured through course completion, level exit tests, EL Civics tests and applicable state testing including CAASPP and CAST.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of progress from Intermediate ESL (equivalent to Federal NRS ESL Level 5) to Bridge (Equivalent to Federal NRS Level 6)

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all HCCS students are 22 years and over HCCS will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through a minimum of 5 educational partner events annually.
Method	Engage students in community partner events to solicit and gather student feedback.
Measurement	Student feedback will be recorded, collated, and analyzed by HCCS staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Goal	Each year HCCS will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population.
Method	Each year HCCS will circulate a student satisfaction survey. The survey will be made available in no less than the 5 most widely spoken languages among the student population. Additionally, Working in PLCs each teacher has a minimum of 2-3 focal students with whom they are collecting warm/street data to understand the students' learning experience so that they can be responsive.
Measurement	HCCS will track the number and percentage of students participating in the survey. Before and after each survey period HCCS staff will discuss and implement strategies to increase student participation.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for HCCS students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to HCCS students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged. This will be documented in the LCAP.

STATE PRIORITY 4: Student Achievement Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners	
Subpriority A: Academic Achievement Metrics	
Goal	Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as outlined below in HCCS Academic Achievement Metrics.
Method	All HCCS students take regular CASAS tests every 6-8 weeks. All counselors schedule regular meetings with 12th-grade students and provide a personalized graduation plan to ensure all 12th graders graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Subpriority B: Standardized Tests	
Goal	Implement two mandatory training on Smarter Balanced assessment for teachers and paraeducators.
Method	HCCS will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to HCCS and TRUSD.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports.

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	HCCS will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at HCCS. Students not meeting requirements will receive academic support and intervention.
Measurement	HCCS will produce monthly, quarterly, and annual attendance reports and track periodic attendance rates which will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	HCCS will reduce chronic absenteeism by 5% yearly.
Method	HCCS will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.

Measurement	HCCS will report chronic absenteeism in Dataquest.
Subpriority C: Graduation Rates	
Goal	The HCCS DASS 1-Year graduation rate will meet or exceed 20 percent.
Method	All HCCS 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The reported number of graduates in CALPADS will be compared against the cumulative enrolled population of 12th grade students for the school year.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	HCCS will maintain a suspension rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will track student suspension in PowerSchool and report it in CALPADS.
Subpriority B: Pupil Expulsion Rates	
Goal	HCCS will maintain an expulsion rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will report student expulsion rates using CALPADS.
Subpriority C: School Climate	
Goal	HCCS will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of HCCS community partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	HCCS students with limited English proficiency are enrolled in classes with designated English support which offer integrated access to all content areas.
Measurement	Yearly review of course outlines, descriptions, ELP objectives, and EL Civics content areas.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy.
Method	All English learners will be supported with English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing.
Measurement	Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All EL students will be enrolled in Civics education.
Method	Students will take 3 yearly CASAS Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Method for Measuring, Analyzing, and Reporting Pupil Progress Toward Outcomes

Assessment

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level exit test	Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
HCCS assesses all students as part of the admission process. Non-native English speakers receive an internally developed placement test to determine English proficiency. Additionally all students receive CASAS testing to establish a baseline for academic achievement.

State Testing
In compliance with Ed. Code HCCS will offer the California Assessment of Student Performance and Progress (CAASPP) and the Smarter Balanced Assessments Consortium

(SBAC) to all students in 11th grade. HCCS also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to HCCS, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Student Growth
HCCS uses the Comprehensive Adult Student Assessment System (CASAS), a competency based adult assessment program validated by the U.S. Department of Education for use in adult education. While HCCTS is a K-12 institution there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at Highlands. The test series used by HCCS are listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 6-8 weeks. Testing is conducted via an application installed on HCCS Chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre- and post-testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ESL Students			
CASAS Reading STEPS	5.1 points	6.3 points	5.2 points
CASAS Listening STEPS	4.0 points	4.1 points	5.8 points
Adult Basic Education Students			
CASAS Reading GOALS 2	5.4 points	6.4 points	4.9 points
CASAS Math GOALS 2	3.4 points	2.8 points	6.0 points

The data reveals several encouraging trends across both programs. For English Language Learners, CASAS Listening scores have shown steady year-over-year improvement, culminating in a significant gain of 5.8 points in 2024–2025—the highest in three years—indicating that recent adjustments to listening instruction are proving effective. Although reading gains dipped slightly this year, they remain above the 2022–2023 baseline, suggesting partial retention of prior improvements.

At the high school level, CASAS Math scores rose dramatically in 2024–2025, jumping from 2.8 to 6.0 points, signaling substantial progress in math instruction. ABE students also demonstrated consistently strong gains in reading from 2022–2024, reflecting effective literacy practices despite a slight decrease in the most recent year.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	60.38%	67.27%	55.07%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	75.78%	78.10%	80.73$
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	70.87%	73.84%	78.76%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.21%	70.21%	71.31%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	59.62%	68.13%	68.44%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	51.67%	64.01%	62.63%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	88.89%	75.00%	72.50%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	52.50%	61.26%	70.85%

Element B Measurable Student Outcomes and Element C Student Progress Measurements

	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	56.85%	60.32%	60.33%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	63.28%	71.19%	75.50%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	50.91%	52.74%	59.92%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	8.51%	0.00%	20.34%
	CA State target	36.50%	43.50%	TBD

Highlands Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
HCCS	42.3%	49.6%	57.8%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement. .

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
56.61%	64.68%	75%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 56.61% of students received both tests. This increased to 64.68% in 2023–2024 and rose again to 75% in 2024–2025. This steady improvement demonstrates HCCS's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing HCCS to better capture and respond to their academic development.

Teachers, counselors, and proctors at HCCS work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, HCCS is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, HCCS is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)
Integrated English Language and Civics (ELCivics) programs are designed to offer English language learners access to English language literacy instruction while learning crucial concepts for participation in the workforce and civic life in the United States. EL Civics assessments are developed according to assessment plans (COAAPs) supplied by CASAS and reported to the state via TOPSPro Enterprise, a state developed software tool.

For the past five years EL Civics assessments have been conducted through Google Forms. EL Civics data was collated and reported through automated Google API scripts. While initially cost effective the maintenance of an increasingly large dataset became impractical. In 2025 EL Civics implemented a pilot with Edcite to streamline the reporting process, improve the quality of the assessment, and to offer more accurate and detailed data tracking.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2022-2023	Employment	33.7	1407	951
2022-2023	Pharmacy	28.1	1695	1107
2022-2023	Education	13.5	1906	1503
	Totals			3561
2023-2024	Employment	33.9	2322	1830
2023-2024	Personal Finance	1.8	2351	1864
2023-2024	DMV	12.7	2522	2049
	Total			5743
2024-2025	Employment	33.8	5279	3270
2024-2025	Health and Nutrition	46.7	4573	3329
2024-2025	Education	13.6	2804	2216

High School Graduation
Graduation is the best way to identify course completion for high school students. At HCCS, graduation day is like a holiday worthy of celebration. It is the culmination of years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma and exit as a graduate. Since this happens on a very regular basis, HCCS provides more than one opportunity a year for students to celebrate and "walk the stage." HCCS holds graduation ceremonies every summer and winter. Each year, the venue has changed in response to graduation growth.

HCCS Graduation Rate

Historically, HCCS has used two graduation rates to track graduation: a one-year graduation rate utilized by DASS schools and the traditional 4-to-5-year cohort rate. The default method of measurement for graduation rate is the 4-to-5-year cohort rate. This measures the percentage of students who graduate in exactly 4 or 5 years after first entering the 9th grade.

HCCS faces a unique situation regarding its 4- and 5-year cohort graduation rate. Before 2021, English language learner students were designated primary students and enrolled in grades 1 and 2. In 2020-2021, all HCCS students were redesignated as high school students to better recognize their adult status. This resulted in a massive increase in 4-year cohort size. However, over 80% of these students still lacked basic secondary education skills, leading a very large number of students to spend extra time in the 9th grade as they develop their English language and academic skills.

Other students have entered HCCS with better English proficiency and more academic achievement in their countries of origin, leading them to graduate much faster. Students in the 2025 Winter graduation were enrolled for 2.5 years on average.

Students who graduate in 1-3 years are not reported as graduates for the graduation rate as presented on the California Dashboard until 4 years after their first entry in a high school. For example, if a student enrolls in the 2022-2023 school year and graduates in the 2024-2025 school year, they will not be counted in the published 4-to-5-year graduation rate until 2026-2027. Students who graduate in more than 5 years will never appear in the published 4-to-5-year graduation rate. So, an adult student who may have dropped out at 18 and finished their diploma at the age of 23 will not be represented in this graduation rate even if it only took them an additional year of school to complete their education.

For a school explicitly intended to serve alternative students who enter with an extremely wide range of educational backgrounds and levels of credit attainment, the cohort graduation rate is at very best a lagging indicator. In practice, it obscures rather than reveals the achievements made by students and the outcomes of the program. Furthermore, the proposed reduction in enrollment over the next five years will ensure that the cohort graduation rate will be at best highly unpredictable.

The chart below demonstrates the scale of the issue. While HCCS will continue to track and report the 4-year cohort rate, it will also track and report the 1-year DASS graduation rate to provide a more comprehensive picture of the outcomes of its academic programs.
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Element B Measurable Student Outcomes and Element C Student Progress Measurements

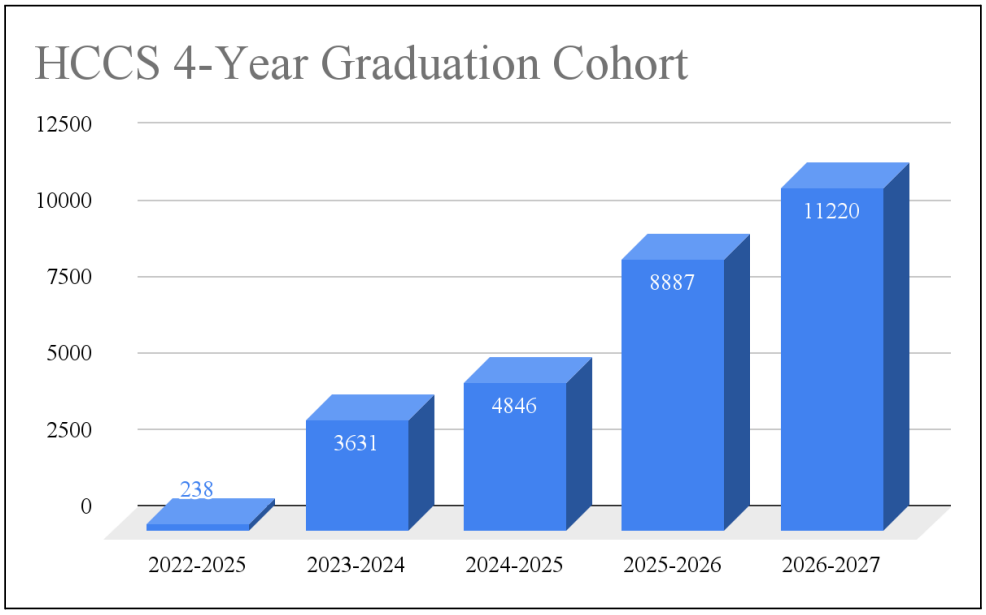

While the raw number of HCCS graduates has grown dramatically, only 176 of HCCS' over 800 graduates reported in CALPADS for the 2024-2025 school year will be accounted for in the published 4-year cohort rate.

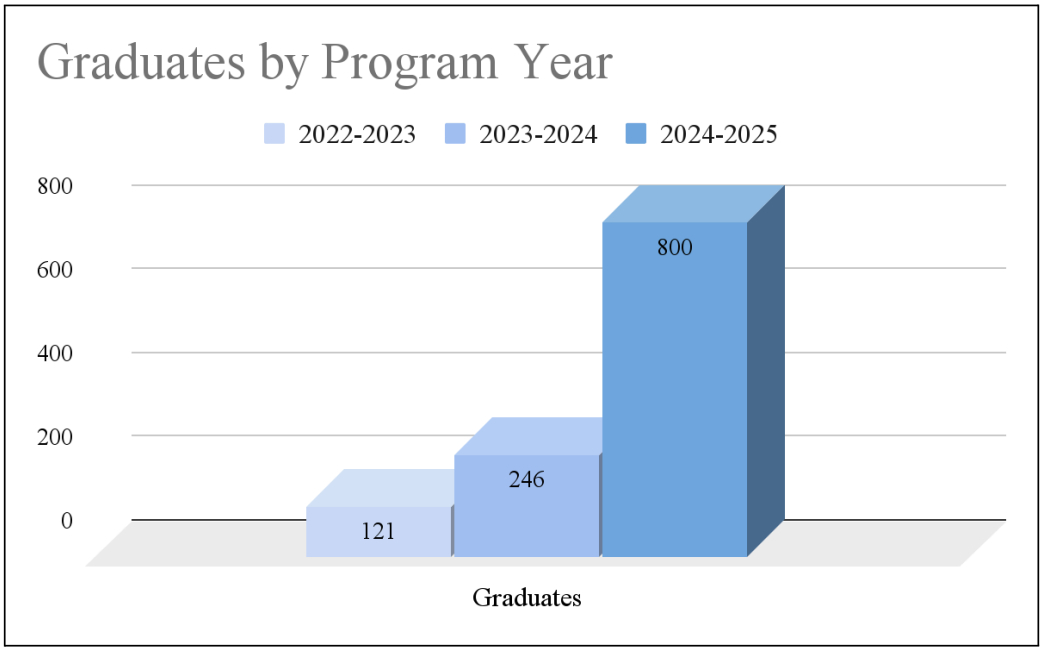

Element B Measurable Student Outcomes and Element C Student Progress Measurements

HCCS 1-Year Graduation Rate
HCCS students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition of this status, HCCS continues to track and report the 1-year graduation rate. The 1-year graduation rate is calculated as follows

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year (all students without 90 days cumulative enrollment)}}$$

2022-2023	2023-2024	2024-2025
22.8%	32.1%	55.5%

ESL Level Progress
English Language learners progress through courses designed to advance their English Language skills while giving them the opportunity to engage with increasingly in-depth standards aligned content. Level 3 (Intermediate) is a particularly significant milestone. Completion of this level indicates that the student is able to participate in High School with significantly reduced designated support.

Alternative School Status
HCCS is accountable to the California Department of Education to ensure that HCCS students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and, in many ways, fail to understand the needs of alternative students. As a result, the California Department of Education recognized alternative accountability measures for alternative schools.

In March 2015, HCCS adopted the Alternative Schools Accountability Model (ASAM), and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, HCCS has been accountable to the California Department of Education and adhered to the indicators set forth by DASS. In November 2024, HCCS agreed on a formal set of DASS metrics with Twin Rivers. In December 2024, however, HCCS was informed by the CDE that it would lose its DASS status. Despite this, HCCS will continue to track the agreed-upon metrics as Academic Achievement Metrics.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

HCCS Academic Achievement Metrics
Academic Achievement
CASAS ESL
1. The percentage of HCCS English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
CASAS ABE
1. The percentage of HCCS high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
CASAS ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
CASAS ABE
1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Student Engagement
All Levels
1. The percentage of HCCS students with a CASAS pre- and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
CASAS ABE
1. The percentage of 12th-grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments
At HCCS, teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations
- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

Grading and Progress Reporting Systems
HCCS uses the traditional grading system A, B, C, D, and F. For GPA points, an A has a value of four points, a B has a value of three, a C has two, a D has one, and an F has zero. Although

teachers may add a plus or minus to a grade, they do not affect the students' GPA. Students must receive a letter grade of B or better to pass a class or earn credits. If a student receives a grade lower than a B, they must engage in additional work until they demonstrate sufficient effort and mastery to receive a B. Students receive grades after they finish a course, partial course completion, or at the end of a term, whichever comes first.

Evaluation Methods
At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios.

High school course completion is tied to end of unit and end of course assessments. Students must receive a minimum of 80% on all assessments to receive credit.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
HCCS uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's strengths and areas for growth, enabling timely and targeted academic support when needed.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at HCCS analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data inform decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention support. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

Retention
HCCS addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported through cooperation between academic staff, counselors, and classified staff. HCCS will ensure specific roles relating to retention and engagement are added to the organization as appropriate to enrollment and student needs.

Program Audit and TRUSD Oversight
HCCS will compile and provide an annual performance report to TRUSD. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by the HCCTS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on waitlists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Element D Governance

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." (Ed. Code § 47605(c)(5)(D).)

Governance Overview

Highlands Community Charter School (HCCS) operates as a directly funded independent charter school under Highlands Community Charter and Technical Schools, a California nonprofit public benefit- corporation, in compliance with applicable California law. HCCS commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board.") The Board of Directors provides ongoing oversight of the Charter School's academic performance, financial health, and legal compliance. This oversight includes reviewing regular reports from the Executive Director and leadership team, approving budgets and audits, evaluating progress toward organizational goals, and ensuring that the school remains faithful to the terms of its charter. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, including the Executive Director. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

Board Composition and Membership

Board of Directors
Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served

as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California, and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter School's Board of Directors in July 2015.

Mary DeChance (Corporate Treasurer)



Mary DeChance is an educational leader who began her career as a Resource Specialist and later made meaningful impacts as a Principal, District Director of Special Education, District Director, and Interim Coordinator for Early Childhood Education. Mary most recently was Faculty Lead at National University serving from 2005 until her retirement in 2016. Mary holds a BA in Behavioral Science and a Master's Degree in Special Education from the National University. Mary was appointed to the Highlands Community Charter and Technical School board in November 2020.

Board Member Selection Process
The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with HCCS's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the

Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code Section 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

HCCS will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes HCCS from approving the same pursuant to Section 1090, the PRA, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except that it can advance money for work-related expenses that will be reimbursed. Lastly, HCCS promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings, and the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

Board Members shall complete annual Brown Act, conflict of interest, sexual harassment, mandated reporter training, and other mandatory training requirements.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions

must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.

Board members participate in retreats and trainings to support ongoing development and stay informed about key school initiatives. These sessions include updates on the State Audit, legal and financial compliance, and accountability and data monitoring. In the 2024 calendar year, the following board trainings and retreats were held:

- **March 15th, 2024-** Form 700 Training Provided by Young, Minney & Corr
- **August 24th, 2024-** Board Retreat- Strategic Planning, Gamification & The Brain, Future Data Analysis, Board Training Planning, Twin Rivers Oversight Reports
- **September 4th, 2024-** Board Training on Governance and Financial Oversight
- **October 31, 2024-** Collaborative Circles Board Training Session #1

Governance Structure

Highlands Community Charter School (HCCS) affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of HCCS, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the school's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

HCCS has adopted a conflict of interest code that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the

contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board, as further outlined in the Bylaws, include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.
- Attend ethics training (AB 2158).

Governance Procedures and Operations

Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda includes time for community input regarding Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website at least 72 hours prior to any regularly scheduled meeting and at least 24 hours in advance of special meetings. Emergency meetings may be held without standard notice when immediate action is required. Meetings are held at the principal office of HCCS or other publicly accessible, non-discriminatory locations within California designated by Board resolution or meeting notice. Teleconferencing is permitted if the public can attend from all listed locations, and votes are conducted by roll call. Under AB 2449 (effective through January 1, 2026), Board members may also participate remotely under certain conditions without disclosing their location, provided public access is preserved. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available upon request. The Board meets regularly—typically monthly during the school year—and meetings are calendared annually, with rescheduling allowed for holidays.

Decision-Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision-making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC"), which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of all voting Board members constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- Approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- Approval of certain transactions between corporations having common directorships,
- Creation of and appointments to committees of the board, and
- Indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Educational Partner Involvement

Educational Partner Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, HCCS makes every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback.

As part of its continuous improvement efforts, Highlands Community Charter School (HCCS) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 Highlands staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey, which allowed for ease of

use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

Highlands' student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year.

In February 2024, HCCS held the Reading with Relevance event to gather information on the curriculum and its impact. Highlands engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, Highlands focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, Highlands concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. HCCS held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, Highlands hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, HCCS sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. HCCS has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, Highlands facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. HCCS engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, Highlands hosted educational partner events titled Your Voice Matters at 11 locations, compared to one location in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, HCCS gathered educational partner feedback from a total of 830, including 26 responses from students who enrolled in the Equity Initiatives program at the “Your Voice Matters” events, compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, HCCS engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, growth opportunities, and possible solutions. The responses were recorded in Google Forms. HCCS analyzed the data to identify growth areas and build the LCAP goals and actions. HCCS found a high level of consistency in climate surveys and educational partner responses. After careful review, HCCS used this feedback to determine where to increase and decrease spending.

HCCS encourages students and staff to attend, speak, and present at Board meetings; HCCS requests that students and staff complete various surveys. HCCS proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs, and HCCS is proudly responsive to the feedback it receives.

HCCS encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

Additionally, HCCS uses the school website to keep the students informed of all upcoming activities, important calendar items, and Board meeting minutes. HCCS promotes student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to the website via an Instafeed of social media content.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals.

Element E Employee Qualifications

"The qualifications to be met by individuals to be employed by the charter school." (Ed. Code § 47605(c)(5)(E).)

Qualified Employment

HCCS shall recruit professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional support roles who align with the school's instructional philosophy, mission, and vision. In accordance with Education Code 47605(e)(1), HCCS shall remain nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic included in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or based on association with an individual who has any of the aforementioned characteristics.

All employees must possess the personal qualities, knowledge, and relevant experience outlined in the responsibilities and qualifications section of the posted job description, as determined by HCCS staff in coordination with Human Resources. HCCS staff and Human Resources personnel shall recommend applicants suitable for employment. Following the interview process, final approval shall rest with the Executive Director.

Executive Leadership 2025-2026

Executive Director, Jonathan Raymond
Chief Business Official, Matthew Lemos
Chief Operations Officer, Teresa Cummings
Chief Academic Officer, Eric Chapman

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Administrative Services Credentials

HCCS supports and encourages leadership to obtain administrative services credentials through the CTC. HCCS currently partners with two programs to do this: the Sacramento County Office of Education and the San Diego County Office of Education. As of June 2025, 14 employees at HCCTS have participated in a preliminary and or clear administrative services credential program or have been accepted and will begin in the next cohort.

HCCTS administrators or employees who have completed or are currently enrolled in preliminary or clear administrative credential programs:

1. Eric Chapman, Chief Academic Officer
2. Teresa Cummings, Chief Operations Officer
3. Mayra Valdivia, Senior Director of School Services

4. Christina Martinez, Director of CTE, Workforce and Adult Education
5. Andrew Michaud, Director of Instruction and Professional Learning
6. Isa Cacho, Director of Student Services
7. Melissa Roberson, Director of Accountability and Assessment
8. Carol Zheng, Curriculum Coordinator
9. Niccole Scrogins, Admin on Special Assignment
10. Maya Perry, CICA Principal
11. Khrystsina Talstyka, HCCS Principal

The following employees have been accepted to a preliminary administrative services credential through the Sacramento County Office of Education and will begin in the next cohort:

1. Catherine Thirkill, CASAS Coordinator
2. Vicki Neal, HCCS Principal

HCCS has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024-2025 school year, the Board Policy: 4115 Personnel Evaluation and Supervision outlined the maintenance of a comprehensive personnel evaluation policy to support continuous improvement, accountability, and alignment with the school's mission. This policy applies to all certificated and classified staff and outlines clear expectations for professional conduct, job performance, stakeholder engagement, and compliance. Evaluations are conducted annually and may include observations, self-assessments, performance appraisals, and goal-setting reviews, depending on the employee's role. Supervisors are responsible for providing timely feedback, maintaining documentation, and supporting employee growth. All evaluation records are kept confidential and stored in personnel files in accordance with privacy laws. For more information regarding Board Policy: 4115 Personnel Evaluation and Supervision, see the appendix.

Frontline is an integrated system used for payroll, employee evaluation, and professional learning management. As part of its evaluation functionality, the platform securely stores all employee evaluations and monitors performance trends over time. It facilitates a standardized evaluation process across the organization and provides automated reminders to supervisors regarding upcoming deadlines. All employees are required to review and electronically acknowledge their evaluations within the system.

Teacher Credentialing

HCCTS agrees that all teachers should hold a valid teaching credential for their certificated assignment in conformance with Education Code Section 47605(l)(1) and that classroom paraeducators should not be permitted to teach as the teacher of record or without the immediate supervision of an appropriately credentialed teacher without valid teaching credentials for their assignment. In prior years, teachers at HCCS held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

HCCS has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.
Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Instructional Paraeducators
Instructional paraeducators at Highlands Community Charter School (HCCS) play a vital role in supporting certificated teachers by providing instructional assistance and academic support in students' primary languages. To ensure all paraeducators meet minimum qualifications, HCCS requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, HCCS verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at HCCS go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. HCCS uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, HR is able to filter applications based on minimum qualifications. Only employees who meet these requirements are eligible for interviews. HCCS BP 4111 outlines the hiring process for external candidates. As part of the pre-employment job application, candidates

are asked about their relationships to other employees in order to ensure that no relatives are involved in the hiring decisions and that family members do not report to each other.

HCCTS Hiring and Anti-Nepotism Policy
HCCTS has adopted Board Policy 4212.8, prohibiting relatives from participating in hiring or evaluation processes involving family members to address concerns about nepotism and favoritism. Interviewers must complete disclosure forms, and job postings, evaluations, and offers are now tracked and reviewed centrally by the HR department to ensure consistency and equity.

Organizational Chart & Job Descriptions
HCCTS regularly updates the organizational chart for accuracy based on the roles and structures needed within the organization. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process
The hiring process at Highlands Community Charter School (HCCS) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact, and is reviewed weekly by the Executive Cabinet. Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and communicates the posting status to the hiring manager. This step ensures that each job opening is intentional, well-defined, and appropriately authorized.

Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

Employee Positions and Qualifications

Employee Positions
See Appendix for the 2025 Organizational Chart.

Professional Development
In the 2024–2025 school year, HCCS adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with HCCS's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

HCCS offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. HCCS evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, HCCS offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. HCCS provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

Highlands Community Charter School (HCCS) recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While HCCS offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of HCCS. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following
That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

That the school safety plan be reviewed and updated by March 1 of every year by the charter school." (Ed. Code § 47605(c)(5)(F).

Health and Safety Policies and Procedures

Custodian of Records
HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

Promoting Student Health and Wellness
HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

Emergency Operations Guide
The Emergency Operations Guide for Highlands Community Charter School (HCCS) is a comprehensive manual that outlines the protocols, procedures, and responsibilities necessary to ensure the safety and well-being of students, staff, and visitors in the event of an emergency. Designed to comply with California law, the guide establishes HCCS staff as disaster service workers and provides step-by-step instructions for responding to a wide range of emergencies—including natural disasters, active shooter situations, hazardous material releases, and more. It includes critical contact information, evacuation procedures, communication tools, and detailed roles within the Incident Command System, ensuring a coordinated and effective response to any crisis. All staff are required to review the guide annually and be prepared to carry out assigned emergency duties. For more information about the emergency operation guide, please refer to the appendix.

Board Policies
- 5125 BP Student Records
- 5131 BP Student Conduct

- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

Social and Emotional Support and Guidance
Teachers, counselors, and all staff members who engage with students are expected to listen actively, provide support, demonstrate empathy, and guide students in developing healthy social and emotional skills. Maintaining an open-minded, trustworthy, and respectful approach is essential to fostering student well-being. HCCS is also committed to identifying students in need of mental health support and actively collaborates with community mental health organizations to connect students with appropriate resources and services.

Staff Safety Training and Protocols
HCCS staff are trained annually in active shooter response protocols, aligned with the procedures outlined in the School Safety Guide and emergency response reports. These trainings are complemented by regular campus-wide drills and communication system tests to ensure preparedness and coordination across all school sites. In addition to emergency preparedness, all staff participate in annual CPR and first aid certification, as well as any additional health and safety training required by state or federal guidelines. Staff contracts reflect agreement to comply with these safety procedures.

Student Drills and Emergency Procedures
To promote student safety and readiness, HCCS conducts fire drills and evacuation drills regularly throughout the academic year at all school sites. These drills are documented and reviewed to ensure efficiency and compliance with fire code and safety regulations.

Academic, College, and Career Counseling
Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). Counselors offer college and career counseling through individual and group sessions.

Background Checks
HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting
All HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees and other persons working on behalf of HCCS who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination
HCCS shall adhere to existing state laws regarding tuberculosis screening of employees. HCCS requires a tuberculosis risk assessment and, if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations
HCCS adheres to all applicable laws and existing Board policy related to legally required immunizations and health-related issues for both employees and entering students at HCCS.

CPR/First Aid Training
All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon

need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes
The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking
The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 12 of human trafficking prevention resources.

Menstrual Products
The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms
As required by law, on or before July 1, 2026, HCCS will provide and maintain at least one all-gender restroom available at all sites.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grade 12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

Mental Health Education
If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, et seq.

Mental Health Information
The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(N):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- A discrimination and harassment policy consistent with Education Code Section 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning
- The rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents

- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The CSSP is a detailed, annually updated strategy for preparing for, responding to, and recovering from various emergencies and ensuring a safe learning environment for students and staff. This plan assesses campus risks, addresses potential safety concerns and threats, and outlines procedures for safety-related incidents

More information about the Comprehensive School Safety Plan can be found in the appendix.

Emergency Preparedness
Highlands Community Charter Schools shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. The handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Site Administrator and, if there is merit to the concern, the Site Administrator shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens
Highlands Community Charter School adheres to state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious disease control plan designed to protect employees and students from possible infection due to contact with blood-borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment
HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure
HCCS utilizes an anonymous complaint process through a third-party vendor called Navex.

Navex
In the 2024-2025 school year, HCCTS partnered with Navex One to improve the process for receiving anonymous complaints and concerns from employees.

Navex is a vendor that allows employees to submit anonymous or non-anonymous complaints to employers. The school's goal for the use of Navex is to ensure clear communication regarding unethical or illegal activities within the organization while remaining anonymous and confidential. Employees can access Navex in three ways:

- By calling a phone line that is connected to HCCTS
- By accessing a website using a computer and a URL
- By scanning a QR code with a cell phone camera

Each Navex case is documented and then shared with the HCCTS Human Resources Department, where each case is investigated. Once enough information has been collected, the case is finalized, and actions are taken. This system has improved communication between employees and HR and has allowed improved transparency in reporting.

Discrimination and Harassment Policies and Procedures
HCCS is committed to providing a charter school free of discrimination, harassment, and retaliation. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of HCCS's sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools," an online program.

HCCS is also committed to providing a workplace free of discrimination, harassment, and retaliation based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or based on a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation.

HCCS uses policies adopted by the Board regarding discrimination and harassment (including employee-to-employee, employee-to-student, student-to-employee, and student-to-student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. HCCS adheres to laws specific to charter schools on the local and state levels regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice
At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete with an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of AB 88 (2023-24), if applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Title IX
HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location on its website the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specified in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.

C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Assurances

Highlands Community Charter School shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code §47605(e)(2)(B)(iv)) and **shall not limit access** for pupils protected by Ed. Code §47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or economically disadvantaged pupils, or foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- Not discourage enrollment in the charter school or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code §47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; HCCS may request only the information necessary to apply any admissions preferences stated in the charter.

Achieving and Maintaining Student Population Balance Plan & Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves.

HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220. (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and recruitment strategy to ensure that all students are informed of the educational opportunities available. These efforts will be ongoing throughout the year and will be designed to reach a broad and diverse audience. In alignment with HCCS's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods will be employed to promote equitable access and inclusive outreach.

Each year, HCCS analyzes enrollment trends in order to optimize efforts to recruit and retain students. An informal designated committee, composed of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem-solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of the valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS may allocate funds for advertising, particularly as a strategy to increase student enrollment. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Advertising campaigns must be pre-approved and fit within an annually reviewed budget that may not exceed 1% of the overall school budget without Board approval. Approval levels for advertising expenditures are tiered by amount, with campaigns over $100,000 requiring direct Board authorization.

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive

Director and an annual summary to the Board. For more information about the Board Policy 1325, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code Section 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Admission and Enrollment Requirements

California Innovative Career Academy is nonsectarian in its programs, admission policies, and all other operations. HCCS will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. HCCS shall comply with all applicable laws governing minimum age requirements for registration in charter schools. The school shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission.

HCCS admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- HCCS Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of an online student registration form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership

agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, HCCS only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The SETA or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements." HCCS will provide the District with documentation that confirms SETA or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California may be admitted.

HCCS Proposed Lottery Process
If HCCS receives registrations in excess of its enrollment capacity, the lottery process will be used to select admitted students. HCCS will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Hillsdale Campus, located at 5655 Hillsdale Blvd, Sacramento, CA 95842. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the school site and on the school's website.

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated to prospective students.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the HCCS website. HCCS advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

"The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." (Ed. Code § 47605(c)(5)(I).)

Annual Audit Procedures

Contracting with an Independent Auditor
Highlands Community Charter School (HCCS) conducts an annual independent fiscal audit in compliance with Education Code Sections 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the HCCS Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview
In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline
The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. HCCS is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the HCCS Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. HCCS aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Audit Committee Review & Board Action
The HCCS Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, HCCS submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
HCCS aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies
Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion

notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code Section 47605(c)(5)(J).

School Climate and Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and ensure campus safety. The policy is closely aligned with California Education Code Section 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

HCCS Discipline Philosophy

Highlands Community Charter School prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist with addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.

- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Classroom teacher(s)
- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member

An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student

must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation

Case Management

It is very important to clearly define on the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

meeting with the student and with the teacher regarding the action plan,
making phone calls and/or sending reminder notes to team members regarding action items, and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source

The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

Student/Family Support

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Follow-Up SST Meetings / Ongoing monitoring of student progress

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan

Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], detention during and after school hours, community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions
HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension and Expulsion

Scope of Disciplinary Jurisdiction
A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses
Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which incudes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the

personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network internet website, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.
    1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
        iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a

telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video or image.

ii. A post on a social network internet website including, but not limited to:

a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.

iii. An act of cyber bullying.

a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a

certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Expulsion Offenses

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Out-Of-School Suspension Procedures

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor, or Charter School employee who referred the student to the Executive Director and/or Chief Academic Officer and Instruction or assigned designee.

The conference may be omitted if the Executive Director and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An

"emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her, and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students
A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student, and all needed materials will be left in the front office.

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon

the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process
Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or the Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the Chief Academic Officer or the Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures

Rules and Procedures for Student Expulsion
Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Curriculum and Instruction (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as

required by law. A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Curriculum and Instruction, or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Curriculum and Instruction or the Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision on whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose primary language is other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
HCCS may, upon finding good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be

examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim with a room separate from the hearing room for the complaining witness's use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness. The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both support persons are also a witness, HCCS must present evidence that the witness's presence is both desired by the witness and will be helpful to HCCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person

conducting the hearing that extraordinary circumstances exist requiring the evidence to be heard. Before such a determination regarding an extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel, or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS, as the HCCS Board's decision to expel shall be final.

Expelled Students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

Rehabilitation Plans

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Certificated, Classified, and Other Staff Members

All full-time certificated employees at Highlands Community Charter School participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system, based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

HCCS employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the HCCS Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with HCCS may affect their eligibility for continued participation in a previous retirement system. The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, HCCS offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, HCCS's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through HCCS's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The HCCS Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency. This information is also communicated to students through orientation and registration staff, who are available to answer questions and provide support in multiple languages as needed.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

HCCS has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

Governing Law: The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
--California Education Code Section 47605 (c) (6).

HCCS shall be deemed the exclusive public school employer of the employees of HCCS for the purposes of the Education Employment Relations Act ("EERA"). HCCS shall comply with the EERA.

HCCS is independent from Twin Rivers Unified School District, and any District employees who choose to work at HCCS shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by HCCS shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with Twin Rivers Unified School District.

HCCS will develop and maintain an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, HCCS shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee

Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any HCCS teacher or employee.

HCCS will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by HCCS to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in HCCS. The Partnership Agreement between HCCS and GSUL will detail the terms required for clients of GSUL to join HCCS.

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Written Notification of Mandatory Dispute Resolution

Disputes Arising from within HCCS

It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS, which do not involve TRUSD liability or issues of student health or safety, will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious timelines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests TRUSD's involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD

HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement, which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally

shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Dr. Steven Martinez
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652

Jonathan Raymond
Highlands Community Charter School
1111 Howe Ave, Suite 540
Sacramento, California 95825

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol
HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(g) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code Section 47607.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify TRUSD, within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such a decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of

student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as it is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33. On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS. Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Element P Additional Provisions

Facilities

"The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." (Ed. Code § 47605(h).)

Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and usable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

Locations

Highlands Community Charter School's main campus is located at 5655 Hillsdale Blvd, Sacramento, CA 95842. HCCS students are served at 12 locations around the greater Sacramento region in the 2025-2026 school year. HCCS locations include the following:

HCCS Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827

Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

Annual Operational Agreement
HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational, and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

Operational Powers and Liabilities
HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an

agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

Insurance Coverage
HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters
The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. (Ed. Code § 47605(h).)

Funding
HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

Fiscal Strength
HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections, see appendix.

Budgets and Cash Flow
A five-year budget and financial projections are included in the appendix. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

Financial Reporting
HCCS will provide reports to TRUSD as follows, as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by TRUSD:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.
- By July 1, an annual update (LCAP) is required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the CDE to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the 2024-2025 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

Annual Review and Notice to District of Change in Status
HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

Regulations and Compliance
HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus, we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. We will do so responsibly and with accountability.

Technology
HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education. Recognizing that there is always a cost-benefit tradeoff when using technology, HCCS will purchase hardware, software, and services based on the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

Term of Charter
The term of this charter shall begin on July 1, 2019 and expire June 30, 2027.

Amendment of Charter
Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation
Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability
The manner in which administrative services of the charter school are to be provided. (Ed. Code § 47605(h).)

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Potential Civil Liability Effects
Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(h).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations

under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in lieu of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

Neither Greater Sacramento Urban League nor any other WIOA service provider in partnership with HCCS receives any type or amount of apportionment. Furthermore, these partners do not operate as an adult school program.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial

oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fundraising activities, private donations, other public grants, or any other source of income developed by the Charter School.

Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District's in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

APPENDIX

A. Organizational Chart Updated September 18, 2025

a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026

a. Executive Director, Jonathan Raymond
b. Chief Operations Officer, Teresa Cummings
c. Deputy Director, Chief Academic Officer, Eric Chapman
d. Chief Business Officer, Matthew Lemos
e. Senior Director of School Services, Mayra Valdivia
f. Senior Director of Instruction, Brian Hamilton
g. Director of Fiscal Services, Diana Gonsalves
h. Director of Instruction and Professional Learning, Andrew Michaud
i. Director of Accountability and Assessment, Melissa Roberson
j. Director of Workforce, Career Technical Education and Adult Education, Christina Martinez
k. Director of Student Services, Isaura Cacho
l. Director of Human Resources, Jasmine Gibbs

C. Leadership Job Descriptions

a. Senior Director of School Services
b. Senior Director of Instruction.
c. Director of Student Services (NEW)
d. Director of Instruction & Professional Learning
e. Director of Human Resources Job Description (03-14-2023) Approved
f. Director of Accountability and Assessment
g. CTE Director of Career Technical Education, Workforce Solutions & Adult Education
h. Chief Business Official (CBO) 10-03-2024.pdf
i. Associate Deputy Director Job Description.pdf
j. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2025

a. HCCTS Bylaws 2025
b. 5111.5 Disenrollment and Involuntary Removal
c. 5113.1 BP Attendance Enforcement
a. 5120 BP Satisfactory Academic Progress
b. 5131 BP Student Conduct
c. 6164.5 BP Student Success Teams
d. 4112.2 BP Credentialing Requirements Communications
e. 4331 BP Administrative Credential Reimbursement
f. 3581 BP Data Retention and Record Management
g. Comprehensive School Safety Plan
h. 5144.1 BP Suspension and Expulsion
i. 2025 Emergency Operations Guide
j. 1325 BP Marketing: Advertising and Sponsorship Policy
k. 4115 BP Personnel Evaluation and Supervision
l. 3100 BP Budget Development and Oversight

m. Employee Handbook

F. Fiscal Documents 2025-2026

a. Budget Update
b. HCCTS Budget Presentation Board Meeting June 12, 2025- multi year projections

G. Operational Schedules and Resources

a. Departmental Schedule August 7th 2024 PD

H. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

I. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

BUILD HIGHLANDS BACK BETTER

HCCS Material Revision Presentation 12.02.2025



Our Students

We support students where they are, using their strengths to help them learn and succeed.









HCCS Sites

HCCS is requesting approval to operate at the 17 locations listed below.

14 Student Serving Sites:

- 33rd St. (2520 33rd St, Sacramento, CA 95817)
- 37th Ave. (3301 37th Avenue, Sacramento, CA 95824)
- Boxwood St. (2260 Boxwood Street, Sacramento, CA 95815)
- Center Pkwy. (7839 Center Parkway, Sacramento, CA 95823)
- College Oak Dr. (4545 College Oak Drive, Sacramento, CA 95841)
- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Franklin Blvd. (5961 Franklin Blvd, Sacramento, CA 95824)
- Hillsdale Blvd. (5655 Hillsdale Blvd, Sacramento, CA 95842)
- Howe Ave. (1111 Howe Avenue, Sacramento, CA 95825)
- Hurley Way (3205 Hurley Way, Sacramento, CA 95864)
- Industrial Pkwy. (8180 Industrial Parkway, Sacramento, CA 95824)
- Marconi Ave. (3727 Marconi Ave, Sacramento, CA 95821)
- Old Auburn Rd. (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Todhunter Ave. (800 Todhunter Avenue, West Sacramento, CA 95605)

3 Administrative Support Locations:

- Arden Way (901 Arden Way, Sacramento, CA 95815)
- Florin Rd. (3801 Florin Road, Suite 107, Sacramento, CA 95823)
- Hemlock St. (5537 Hemlock Street, Sacramento, CA 95841)

HCCS Sites

If TRUSD does not approve the proposed site list included in the HCCS Material Revision, HCCS requests to operate at the locations outlined in the MOU Amendment No. 3 executed on January 23, 2024. Please note some sites' leases previously approved in the MOU Amendment No. 3 have been terminated. Even though TRUSD previously approved sites outside of Sacramento County, those locations will no longer be operated by HCCS. In addition, HCCTS has closed some of the sites inside the Sacramento County previously approved by TRUSD due to declining enrollment.

- 12th Street (701 12th Street, Suite 203, Sacramento, CA 95814)
- 24th/St. Anne's (7720 24th Street, Sacramento, CA 95832)
- 65th St/Bach Viet South (6853 65th Street, Sacramento, CA 95828)
- Arden 2 (2260 Boxwood Street, Sacramento, CA 95815 - Warehouse and Video Production)
- ARI Elder Creek/ARI South (6270 Elder Creek Road, Sacramento, CA 95824)
- ARI Sunrise/ARI North (5750 Sunrise Blvd, #100, Citrus Heights, CA 95610)
- Asher (1215 Howe Avenue, #101, Sacramento, CA 95825)
- Auburn (4441 Auburn Blvd, Suite H&M, and J, Sacramento, CA 95841)
- Bowling (7171 Bowling Drive, #1120, Sacramento, CA 95823)
- Capitol Mall (555 Capitol Mall, #735, Sacramento, CA 95814 Classroom & Administrative Space)
- Center Parkway (7839 Center Parkway, Sacramento, CA 95823)
- College Oak (4545 College Oak Drive, Sacramento, CA 95841)
- Del Paso/Cavalry (1100 Las Palmas Avenue, Sacramento, CA 95815)
- Del Paso 2 (3730 Marysville Blvd, Sacramento, CA 95838)
- Edison/St. Matthew's (2300 Edison Avenue, Sacramento, CA 95821)
- Fair Oaks (2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 Wellness Center/Salon)
- Florin Rd (3801 Florin Road, Suite 107, Sacramento, CA 95823)

HCCS Sites

- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Folsom 2 (9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827)
- Grand Avenue (1333 Grand Avenue, Sacramento, CA 95838)
- Hemlock/Russian Library (5537 Hemlock Street, Sacramento, CA 95841)
- Hemlock 2 (5527 Hemlock Street, Suite B, Sacramento, CA 95841)
- Hillsdale (5655 Hillsdale Blvd, Suites 1, 9, 11 & 18, Sacramento, CA 95842)
- Howe Avenue (1111 Howe Avenue, #655, Sacramento, CA 95825)
- Hurley (3205 Hurley Way, Sacramento, CA 95864)
- Industrial (8180 Industrial Pkwy, Sacramento, CA 95824)
- Larkspur 1/BV Larkspur (1100 Fulton Avenue, #F, Sacramento, CA 95825)
- Larkspur 2/BV North (1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825)
- Maple (3301 37th Avenue, Sacramento, CA 95824)
- Maple 2/St. Rose (5961 Franklin Blvd, Sacramento, CA 95824)
- Marconi 2 (3727 Marconi Ave, Sacramento, CA 95821)
- Marysville (715 C Street, Marysville, CA 95901)
- McClellan (3144 Palm Street, Building 826, McClellan Park, CA 95652)
- McClellan 2 (5411 Luce Ave, Unit 242, McClellan, CA 95652)
- North Laguna (8211 Bruceville Rd, #115, Sacramento, CA 95823)
- North Laguna 2 (8211 Bruceville Rd, #125, Sacramento, CA 95823)
- Norwood (431 Hayes Avenue, Sacramento, CA 95838)
- Oak Park (2520 33rd St, Sacramento, CA 95817)
- Old Auburn (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Saint John's (Address redacted due to the privacy of our students)
- SHRA Marina Vista (30 Seavey Circle, Sacramento, CA 95818)
- South Side Park (730 S Street, Sacramento, CA 95811)
- West Sac/Holy Cross (800 Todhunter Avenue,West Sacramento, CA 95605)
- Yuba City (229 Clark Avenue, Suite Q & V, Yuba City, CA 95991)

HCCS Sites

Administrative Sites:

- American River (3600 American River Drive #280, Sacramento, CA 95864)
- Arden (901 Arden Way, Sacramento, CA 95815)
- Capitol Mall (555 Capitol Mall, #1275, #725, #550, Sacramento, CA 95814)
- El Camino (4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608)
- Fair Oaks 2 (6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608)
- Howe Avenue (1111 Howe Avenue, #115, Sacramento, CA 95825)
- Raley Blvd (4350 Raley Blvd, Suite 300, Sacramento, CA 95838)

HCCS Grade Levels

HCCS proposes to remove grades 1 and 2 and add grades 9, 10, and 11 to better meet the needs of our students and as requested by TRUSD.



Current HCCS Grade Levels	
Grades	Credits
Grade 9	0-50
Grade 10	51-149
Grade 12	150-180

HCCS Grade Levels with Material Revision Approval

If the HCCS material revision is approved	
Grades	Credits
Grade 9	0-50
Grade 10	51-100
Grade 11	101-149
Grade 12	150-180

- Create 11th grade in PowerSchool
- Modify master schedule
- Move students in PowerSchool from grade 10 to grade 11 if they have between 101-149 credits
- Contract with Charter Impact to support with the transition
- Implement CAASPP for all eligible grade 11 students
- HCCTS board approved the course outline for English 9-12
- HCCS leadership sent a request to Charter Impact to identify grade 11 students
- HCCS academic leadership has drafted a new master schedule which reflects these grades
- HCCS leadership is revisiting the enrollment procedures for the updated grade levels

HCCS Grade Levels

If the HCCS material revision is not approved, HCCS will implement the following actions by Spring 2026:
HCCS will move the students currently enrolled in grades 9 and 10 to grade 12
HCCS will place all English Language Learner students based on their language proficiency, credits earned and prior class standing
Students with lower English language proficiency will be placed in Grades 1–2
All incoming students will be reviewed for prior grade for identification in CALPADS
All returning HS students to HCCS will be enrolled in grade 12
HCCS Curriculum will be in alignment with the Charter Renewal approved by TRUSD in 2019

- Create grade 1 and 2 in PowerSchool
- Modify master schedule
- Move students in PowerSchool from grade 9 and 10 to grade 12
- Contract with Charter Impact to support with the transition
- HCCTS board approved the course outline for English 9-12
- HCCS academic leadership has drafted a new master schedule which reflects these grades
- HCCS leadership is revisiting the enrollment procedures for the updated grade levels

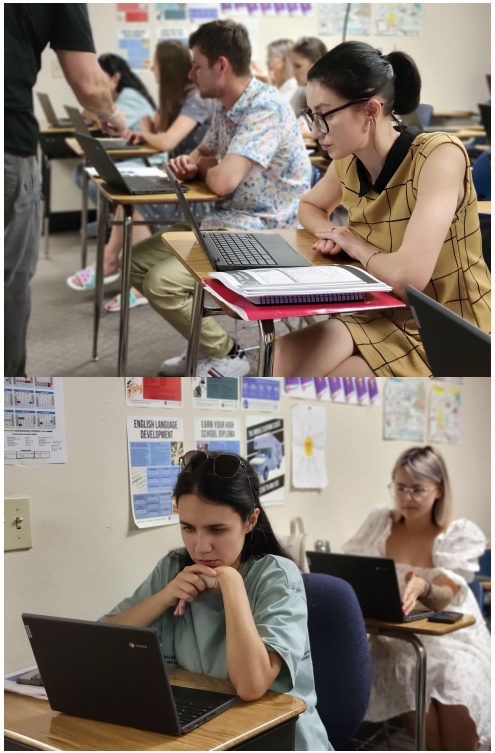

Proposed CTE Programs for 2025-2026 School Year

- Digital Literacy and an enhanced multimedia component
- Personal Finance
- Real Estate
- Microsoft Certifications
- Culinary
- Medical Services
- Early Childhood Education

Updated Credential Qualifications

University of Massachusetts Global
A private nonprofit affiliate

In the 2024-2025 school year, HCCS modified credential requirements for teachers as required by the CTC and communicated by TRUSD. In the 2025-2026 school year, HCCS implemented it. This material revision will align the charter to the agreement made by the school to utilize single-subject credentials rather than adult credentials.

New Curriculum and Assessments

HCCS has implemented the following new assessments as recommended by TRUSD:

- CAST Testing
- CAASPP Testing

- SAVVAS Curriculum was implemented in the beginning of the 2025-2026 school year to ensure that our curriculum is aligned to CCSS
- Professional Learning Communities (PLC) were implemented with professional development support from Savvas
- Professional Development for academic staff was planned in HCCS Academic Calendar for 15 days during the school year

What's at Stake







BUILD HIGHLANDS BACK BETTER

HCCS NOV Intent to Revoke 12.02.2025



BUILD HIGHLANDS BACK BETTER

- **We appreciate the District staff's willingness to work on a calendar for the material revisions and hearings on the notices of violation for both schools so that you can consider our proposed cures.**
- **Staff provided helpful feedback on our material revisions, and we worked hard through the Thanksgiving holiday to meet TRUSD expectations.**
- **Tonight we will be sharing with you how we have cured all violations in the Notice of Intent to Revoke the charter school, and we welcome any questions that you may have.**
- **This reform effort began with questions raised by the media and subsequently the state auditor and TRUSD.**

BUILD HIGHLANDS BACK BETTER

- **We have already:**
  - **Changed our Board**
  - **Changed our administrative team**
  - **Changed more than 100 school policies and procedures**
  - **Changed our auditor**
  - **Changed our principal legal counsel**
  - **Brought in a reputable charter school business/back office firm to validate internal work**
  - **Laid off teachers with adult education credentials and replaced them**
  - **Consolidated operations in Sacramento County in fewer locations to allow better oversight by both our team and TRUSD.**

BUILD HIGHLANDS BACK BETTER

- **Tonight you are going to hear about our ongoing reform efforts.**
- **All of these efforts are designed not just to save the schools, but also to ensure that academic programs will be better for the students we serve.**

Notice of Violation: Grade Levels

- On September 18, 2025, the HCCTS Board of Directors approved a material revision to remove grades one and two and to add grades nine, ten, and eleven
- On September 26, 2025, HCCTS submitted the HCCS material revision to TRUSD
- If TRUSD approves the material revision:

Grades	Credits
Grade 9	0-50
Grade 10	51-100
Grade 11	101-149
Grade 12	150-180

Notice of Violation: Grade Levels

If the HCCS material revision is approved:	If the HCCS material revision is not approved, HCCS will implement the following actions by Spring 2026:
HCCS will identify all students currently in grade 10 who have between 101 and 149 credits and move them to grade 11	HCCS will move the students currently enrolled in grades 9 and 10 to grade 12
	HCCS will place all English Language Learner students based on their language proficiency, credits earned and prior class standing
	Students with lower English language proficiency will be placed in Grades 1–2
	All incoming students will be reviewed for prior grade for identification in CALPADS
	All returning HS students to HCCS will be enrolled in grade 12
	HCCS Curriculum will be in alignment with the Charter Renewal approved by TRUSD in 2019

Notice of Violation: HCCS Sites

- On September 18, 2025, HCCS prepared a material revision listing all student sites it intends to operate going forward and presented it to the Highlands board. This is a smaller number of sites, all in Sacramento County.
- On September 26, 2025, HCCS submitted the board approved material revision to TRUSD.
- On November 20, 2025 HCCS provided TRUSD with all the lease agreements for all HCCS facilities from 2023 to present.
- If TRUSD does not approve the proposed site list included in the HCCS Material Revision, HCCS will operate at the locations outlined in the MOU Amendment No 3 executed in January 23, 2024.

HCCS Sites with MOU No. 3 Approval

Please note some sites' leases previously approved in the MOU Amendment No 3 have been terminated. Even though TRUSD previously approved sites outside of Sacramento County, those locations will no longer be operated by HCCS. In addition, we have closed some of the sites inside the Sacramento County previously approved by TRUSD due to declining enrollment.

- 12th Street (701 12th Street, Suite 203, Sacramento, CA 95814)
- 24th/St. Anne's (7720 24th Street, Sacramento, CA 95832)
- 65th St/Bach Viet South (6853 65th Street, Sacramento, CA 95828)
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- Fair Oaks (2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 Wellness Center/Salon)
- Florin Rd (3801 Florin Road, Suite 107, Sacramento, CA 95823
- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Folsom 2 (9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827

HCCS Sites with MOU No. 3 Approval

- Grand Avenue (1333 Grand Avenue, Sacramento, CA 95838)
- Hemlock/Russian Library (5537 Hemlock Street, Sacramento, CA 95841)
- Hemlock 2 (5527 Hemlock Street, Suite B, Sacramento, CA 95841)
- Hillsdale (5655 Hillsdale Blvd, Suites 1, 9, 11 & 18, Sacramento, CA 95842)
- Howe Avenue (1111 Howe Avenue, #655, Sacramento, CA 95825)
- Hurley (3205 Hurley Way, Sacramento, CA 95864)
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- Larkspur 2/BV North (1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825
- Maple (3301 37th Avenue, Sacramento, CA 95824)
- Maple 2/St. Rose (5961 Franklin Blvd, Sacramento, CA 95824)
- Marconi 2 (3727 Marconi Ave, Sacramento, CA 95821)
- Marysville (715 C Street, Marysville, CA 95901)
- McClellan (3144 Palm Street, Building 826, McClellan Park, CA 95652)
- McClellan 2 (5411 Luce Ave, Unit 242, McClellan, CA 95652)
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- North Laguna 2 (8211 Bruceville Rd, #125, Sacramento, CA 95823)
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- Yuba City (229 Clark Avenue, Suite Q & V, Yuba City, CA 95991

HCCS Sites with MOU No. 3 Approval

Administrative Sites:

- American River (3600 American River Drive #280, Sacramento, CA 95864)
- Arden (901 Arden Way, Sacramento, CA 95815)
- Capitol Mall (555 Capitol Mall, #1275, #725, #550, Sacramento, CA 95814)
- El Camino (4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608)
- Fair Oaks 2 (6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608)
- Howe Avenue (1111 Howe Avenue, #115, Sacramento, CA 95825)
- Raley Blvd (4350 Raley Blvd, Suite 300, Sacramento, CA 95838)

Notice of Violation: 23-24 Independent Audit Report

- On May 12, 2025 HCCS provided TRUSD with a first draft of the Eide Bailly audit.
- On October 10, 2025 HCCS provided TRUSD with an updated draft audit.
- On October 26 and October 31, HCCS provided the District the full correspondence record covering the prior two years.
- Two options going forward to fully cure this:
    - Highlands is attempting to reach a settlement with the State relating to the state audit report that would provide Eide Bailly with certainty about the finances of the school by resolving concerns raised in the state audit. If there is a settlement, we hope that the audit report can be further revised to reflect the certainty provided by the settlement.
    - If a settlement cannot be reached by the end of the revocation process, Highlands can submit the draft audit it has received and this would satisfy the requirement to provide an audit. It would then proceed to continue to address concerns raised in the draft audit.

Notice of Violation: Failure to Track and Meet Instructional Minutes

Effective August 14, 2025, HCCS has taken the following actions:

- Implemented a five-period bell schedule, providing 336 minutes per day for regular instruction and 271 minutes on teacher professional development days.
  HCCS offers 184 regular instructional days and 15 teacher PD days
- Moved to a single track for attendance for both AM and PM classes
- Approved the HCCTS Academic Calendar for 25-26 school year which includes 65,889 instructional minutes for both AM and PM bell schedules, exceeding the 64,800 minimum requirement by 1,089
- Reduced class sizes by creating an enrollment cap of 30 students for each class

Notice of Violation: Credential Misassignment

Credential assignments have been corrected, and we will continue verifying placements and adjusting staff as needed to ensure students are taught by properly assigned teachers.

HCCS has partnered with the University of Massachusetts to ensure all teachers obtain the right credentials. Previously the school used adult education credentials to teach the all-adult student body.

University of Massachusetts Global
A private nonprofit affiliate

Notice of Violation: Exclusive Partnership Agreement

- On January 14, 2025, HCCTS discontinued the partnerships between the truck driving program and Sac County Sheriff, Sac Police, and Local 185. All partners and CTE Truck Driving employees were informed and this information was sent to TRUSD
- On June 30, 2025 HCCTS laid off all employees associated with the truck driving program
- On August 14, 2025, HCCTS started the new school year and did not open the truck driving program.
- On October 31, 2025, HCCTS met with TRUSD and provided separation notices of all previous truck driving and CTE employees and their dates of employment. HCCTS also provided letters and email correspondence sent from Sac County Sheriff, and Sac Police in January 2025 asking HCCTS not to discontinue the partnership.
- On November 6, 2025, HCCTS sent TRUSD letters written by Sac County Sheriff and Sac Police confirming partnerships ended on January 14, 2025.

Notice of Violation: Fiscal Mismanagement - Marysville 2

- On November 30, 2024, HCCTS terminated the lease with the City of Marysville.
- On January 14, 2025, HCCTS sent TRUSD a letter that outlined the lease termination with Marysville 2 and included the final buyout amount of that lease. In that letter, HCCTS provided evidence that no additional money would be paid to the City of Marysville and that operations had been finalized.
- On January 21, 2025, HCCTS completed a buyout of the lease for $31,579.80.
- On May 9, 2025, HCCTS paid the final utility bill of $1,782.01.
- On June 17, 2025 HCCTS sent TRUSD a letter showing that the lease had been terminated, resulting in a significant savings of $88,316 to HCCTS. Invoices were included.
- On November 4, 2025 HCCTS sent TRUSD the Lease Termination Agreement, the final payment to the city of Marysville, and the final utility bill.

Notice of Violation: Fiscal Mismanagement - San Diego

- On November 11, 2024 HCCTS asked a remote worker living in San Diego to vacate the office space where he had been working and he vacated on November 29, 2024.
- On March 27, 2025, HCCTS contracted with Newmark to sublet the space in San Diego.
- On June 3, 2025, HCCTS disconnected the internet and all utilities.
- On October 26, 2025 HCCTS informed TRUSD that the San Diego site was vacated and provided the Newmark sublease contract as evidence of actions taken.
- On November 4, 2025, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location.
- On November 13, 2025, HCCTS signed the lease termination and submitted the final invoice for the San Diego location on November 15, 2025.
- On November 18, 2025 HCCTS sent TRUSD the lease termination and final check to show that the lease in San Diego was fully terminated.




2024







HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS Intent to Revoke Response



December 02, 2025

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Notice of Violation: Grade Levels

HCCS has proposed offering grades 9-12 as recommended by TRUSD. If TRUSD approves the material revision, HCCS will offer grades 9-12 and the issue of grade levels will be resolved.

TRUSD Review	HCCS Response	Evidence
Tardiness in responding to the Material Revision requirement.	HCCS acknowledges that the original charter petition stated that HCCS would serve grades 1, 2, and 12 and has been serving grades 9, 10, and 12 without a material revision. The new material revision is requesting to offer grades 9, 10, 11, and 12. HCCS hopes that the updated material revision for grade levels will be approved by TRUSD and the issue will be resolved. HCCS is committed to only serving the grades approved by TRUSD. If TRUSD denies the grades proposed in the material revision, HCCS will go back to serving only grades 1, 2, and 12 as outlined in the prior charter renewal.	The HCCS Material Revision was board approved on 09/18/25. HCCS has drafted two detailed grade level transition plans which were both sent to TRUSD on 11/20/25. One plan shows how HCCS will move from serving grades 9,10, and 12 back to grades 1, 2, and 12 if the material revision is denied. The second plan shows how HCCS will add grade 11 if the material revision is approved.
Unable to assert the item is remedied until the Material	HCCTS is fully prepared to move forward with the grade levels approved by TRUSD once the	The HCCTS Board of Directors has reviewed

Revision is reviewed by TRUSD Board of Trustees.	TRUSD Board determines whether it wishes the school to operate at the previously approved grade levels or in alignment with TRUSD staff's request that it operate grades 9-12.	and approved the HCCS Material Revisions three times during the 2024-2025 school year. Each time, HCCS has provided the updated version to TRUSD immediately following board approval. The first HCCS Material Revision was presented and approved on 09/26/25. Then after additional feedback from legal, we took the material revisions back to the board on 10/09/25 and submitted it to TRUSD on 10/10/25. TRUSD provided CICA feedback on the material revision and after making the changes, it went back to the HCCTS board on 12/02/25, and will be sent back to TRUSD the same day.
Exhibits not accessible to District	HCCS submitted a formal response to TRUSD	The HCCTS Director of

until 9/29/25.	for the NOVs which were due on 09/26/25. The evidence was provided to TRUSD on the due date via email with a link to the Google Drive folder where the evidence was contained. Prior to the due date HCCS asked TRUSD how they preferred to receive the evidence (such as via email, Google Drive, flash drive). TRUSD did not express a preference. On the due date HCCS sent TRUSD a link to a Google Drive folder which contained the evidence. Following receipt, TRUSD said they would like to receive the evidence via email and/or via flash drive. HCCS converted all of the evidence to PDF and both emailed it to Shari Warta and put everything on a flashdrive and drove it to TRUSD where it was delivered in person on 09/29/25. Please note that HCCS delivered the evidence to TRUSD on the due date.	Accountability, Melissa Roberson emailed the TRUSD Project Manager, Shari Warta a link to the evidence on 10/31/25 at 10:30 a.m.

Notice of Violation: Locations

HCCS has proposed operating at 14 student-serving sites and 3 admin sites. These sites are accurately reflected in the HCCS material revision. If TRUSD accepts the HCCS material revision, the locations violation will be resolved.

TRUSD Review	HCCS Response	Evidence

Tardiness in responding to the Material Revision requirement.	HCCS acknowledges that MOU Amendment No. 3 between TRUSD and HCCS, dated 01/25/24 contains a list of approved sites where TRUSD has agreed to allow HCCS to operate. HCCS acknowledges operating sites not listed in the MOU Amendment No. 3 and has drafted the HCCS material revision with updated sites that clearly shows which sites HCCS is currently operating in for both serving students and providing office space for staff. All sites outside Sacramento County have been eliminated. HCCS hopes that the material revision will be approved by TRUSD and the issue will be resolved.	HCCS Material Revision Board Approved 09/18/25. HCCTS updated board policy for opening and closing procedures which now includes authorizer approval for the addition of any new site, board approved by HCCTS on 12/02/25 and sent to TRUSD on 12/02/25.
Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees.	HCCS is committed to aligning with TRUSD for operating only within the approved sites. If TRUSD denies the HCCS material revision, HCCS has a plan to return to the HCCS locations approved in MOU Amendment No.3. If the material revision is approved, HCCS will operate at the new approved locations. As a result, this issue is fully remedied regardless of whether TRUSD agrees to the material revision or compels the charter school to only operate at facilities included in MOU Amendment No. 3.	HCCS drafted a detailed plan which outlines how HCCS will return from the sites where we are currently serving students back to MOU Amendment No. 3 sites. This was sent to TRUSD on 11/20/25. HCCS drafted another detailed plan which shows where and how HCCS will close sites between January to June of 2025, consistent with the locations approved in

		the material revision. This was provided to TRUSD on 12/01/25.
If the Material Revision is not approved, TRUSD would require further actions to cease operations and address ongoing expenses at the locations not listed in the MOU Amendment No. 3.	HCCS is committed to aligning with TRUSD for operating only within the approved sites. If TRUSD denies the HCCS material revision, HCCS has a plan to return to the HCCS locations approved in MOU Amendment No.3. Regardless of which sites are approved by TRUSD, the school is committed to reducing its facilities costs in alignment with its lower enrollment, and has developed a plan to generate significant savings through termination of now unnecessary facilities leases.	

Notice of Violation: Independent Audit Report

HCCTS contracted with Eide Bailly to conduct the 2023–24 audit. While a draft was provided to TRUSD on May 9, 2025 and again on October 10, 2025, the process has been significantly delayed due to a combination of external and internal factors which include:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work,

- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections, and

- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

TRUSD Review	HCCS Response	Evidence
HCCS provided a draft of the reports on 10/10/25.	The delay in providing the independent audit is due to factors largely outside of HCCTS' control. HCCTS contracted with a vendor approved by the State Controller to produce the audit in a reasonable time frame, and that vendor did not deliver a completed product in a timely way. As delays have mounted, HCCTS has taken every step possible to produce a completed audit. In order to comply to the extent possible, HCCTS has provided TRUSD with two drafts of the audit as supplied by Eide Bailly. On 12/02/25 HCCTS sent an email to Eide Bailly accepting the independent audit produced by Eide Bailly for HCCTS for the 2023-2024 school year.	HCCS sent TRUSD a comprehensive list which contained all the communication HCCTS had with Eide Bailly from 2023-2025. HCCS sent TRUSD a letter from Eide Bailly regarding State Controller and State Auditor dated 04/17/25. HCCS sent TRUSD a legal letter HCCTS had drafted by legal counsel at YM&C, which was sent on 9/11/25, demanding that Eide Bailly release the audit.

Although HCCTS has taken action to resolve the issue, this item remains open until the final audit report is received	HCCTS has now accepted the final audit draft.	HCCTS sent TRUSD Independent State Audit completed by Eide Bailly for HCCTS on 05/09/25. HCCTS sent TRUSD the updated Independent State Audit for HCCTS on 10/08/25. HCCTS sent TRUSD Document requests from Eide Baily that were fulfilled by HCCTS.

Notice of Violation: Instructional Minutes

TRUSD Review	HCCS Response	Evidence
The legitimacy of its practices during the audit period remains unresolved pending a decision from the Education Audit Appeals Panel	HCCS has taken several actions to improve attendance policies and procedures to ensure that HCCS meets the minimum number of instructional minutes. Among these items are: implementing a five period bell schedule where	HCCTS sent TRUSD the 2025-2026 Academic School Calendar HCCS sent TRUSD the

	teachers take attendance for each period, moving to one attendance track, and reducing class sizes through enrollment caps. The report by the California State Auditor found no evidence of fraudulent attendance. The State Auditor's determination that HCCS was ineligible for apportionment rests on its interpretation rests on an untested interpretation of the requirement that the school "must require the student to attend at least 80% of the minimum required instructional minutes at the school site." HCCTS acknowledges that multiple academic calendars for the 2025-2026 school year have been presented and approved by the HCCTS Board of Directors. These changes were primarily due to changes in the start date of HCCS academic year and modification of the professional development schedule. While HCCTS provided updated calendars to TRUSD via email and the Smartsheet uploader, HCCTS understands that this may have led to confusion for TRUSD regarding which calendar was accurate. HCCS' most recent board-approved calendar is going back to TRUSD on 12/02/25 with an updated instructional minutes calculation that shows a total of 65,889 minutes for the 2025-2026 school year. The change includes a reduction of 2.5 professional development days to meet the	2025-2026 five-period bell schedule HCCTS sent TRUSD the Instructional Minutes Calculations for the 2025-2026 school year HCCS sent TRUSD Class Size Reports on 08/21/25. HCCS sent TRUSD complete class rosters for all HCCS teachers on 10/30/25. HCCS sent TRUSD Open Seats Report on 10/30/25. HCCS sent the revised academic calendar and minutes calculations to TRUSD on 12/2/25.

	instructional minutes.	
The adequacy of the response remains unresolved due to the pending audit appeal and the lack of independently verified evidence that students met the 80% in-person instructional time threshold	HCCTS is appealing the finding that it was not eligible for apportionment. HCCS made substantial efforts to encourage student attendance and to ensure students had access to education at the school site for 100% of the required instructional minutes. This is demonstrated in the following ways: ● Log entries in PowerSchool that show staff contacting students to re-engage them ● Dropping students for non attendance ● Deactivating students' technology for non attendance ● The daily bell schedules had credentialed teachers available to students for all periods, even if students were not present Although the entire Power School database was provided to the state auditor, it is not clear whether any of this data was reviewed by the state auditor. But HCCS is not just relying on the above or its legal arguments in the appeal to justify that this matter has been cured. Since the state audit was released, HCCS has implemented a number of changes in both policies and standard operating procedures to	

	ensure that the school is compliant with law, enforcing its attendance policy, and supporting student re-engagement. HCCS made these changes to ensure that it addressed all concerns raised by the state auditor even though it does not agree with the state auditor's conclusion that HCCS was not eligible to claim $180 million in attendance funding. As a result of these changes, HCCS can demonstrate that it has fully remedied this issue even without a conclusion being reached on the audit appeal.	
Inadequate evidence of steps taken to ensure compliance	HCCTS has met all requirements outlined in the law including offering the required number of instructional days and instructional minutes, maintaining primary documentation of attendance in its learning management system, and following up with students who have attendance issues. HCCTS drafted the HCCS Attendance SOP and provided TRUSD with the HCCTS Board-approved version on 11/07/25. Please note that teachers were trained on updated attendance practices starting in August of 2025 and all attendance practices were in place prior to the approval of the newly updated and formalized attendance SOPs. All HCCS teachers are trained each year on attendance taking policies and procedures. At the beginning of the 2025-2026 school year	HCCTS updated attendance expectations for the 2025-2026 school year as outlined in the Student Handbook HCCTS updated attendance policies to ensure students are present for at least 80%. HCCS outlines attendance expectations for all students during new student orientations. HCCTS drafted the

	HCCS conducted additional trainings to outline the policy changes, the new attendance procedures, and updates to the paper based attendance policies which serve as a backup for PowerSchool.	HCCS Attendance SOP and provided TRUSD with the HCCTS Board-approved version on 11/07/25.
	In recognition that a higher level of accountability is appropriate, HCCS is taking steps to ensure continuous improvement in its attendance practices. This includes strengthened attendance verification and audits, more clearly defined attendance expectations for students, a standardized system for retention of paper back-up documentation, and the implementation of standardized attendance taking procedures across all HCCS locations. HCCS has launched an internal attendance auditing process which tracks weekly teacher attendance and monthly audits. These internal audit procedures are included in the HCCS attendance SOPs which were provided to TRUSD on 11/07/25. These updated and improved attendance practices are outlined in the following HCCTS board polices: 5113 BP Absences and Excuses 5113.1 BP Attendance Enforcement	HCCTS provided TRUSD with the 2025-2026 Start of the Year Presentation. HCCTS provided TRUSD with the 2025-2026 CCS Classroom Attendance Auditing Checklist (Template). HCCTS provided TRUSD with the Summary of Attendance Observations from Hillsdale on 09/25/25. HCCTS provided TRUSD with the HCCS Department Meeting Slides held on 10/02/25. HCCTS provided TRUSD with the 10/02/25

		instructions for printing attendance sheets from PowerSchool. HCCTS provided TRUSD with Follow-Ups on the 10/03/25 HCCS Academics Department Meeting. HCCTS provided TRUSD with the HCCT Department Meeting 10/03/25 Zoom Attendees. HCCS provided TRUSD with classroom attendance audits for the following HCCS teachers: Ron Lewis, Christina Schiesari, Sky Fuller, Asya Grigoryan, Khaled Mohammadi, John Leyva, Julie Giger, Faith Johnston, Irena Pachkevitch, Forrest Speciale. HCCTS provided TRUSD

		with the HCCTS Student Attendance Agreement.

Notice of Violation: Teacher Credentialing & Misassignments

TRUSD Review	HCCS Response	Evidence
The monthly assignment monitoring data provides evidence that HCCTS has changed staffing practices and reformed to comply with the law moving forward	HCCS is in full compliance with teacher credentialing and reports.	**No additional evidence required because TRUSD found that this issue has been remedied.**
HCCTS staff have become more knowledgeable about credentialing options to ensure compliance	HCCS credentialing coordinators have been trained on the new requirements and are working closely with TRUSD and the SDCOE to ensure HCCS teachers meet the requirements of the CTC.	
HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing	HCCS is committed to teacher credentialing compliance.	

Notice of Violation: Exclusive Partnership Agreement/ Truck Driving Program

HCCTS discontinued the relationships between the truck driving program and outside agencies including Local 185, Sacramento County Sheriff, and Sacramento Police. These partnerships officially ended on January 14, 2024 and the truck driving program was discontinued on June 30, 2025 for all HCCTS students. At this time, there is no plan in place to bring back the truck driving program.

TRUSD Review	HCCS Response	Evidence
Lack of evidence that proves the partnerships with outside entities were terminated	The HCCS truck driving program was discontinued on 06/30/25. There are no partnerships with any outside entities at this time because the program no longer exists. Detailed evidence of this has been provided to TRUSD between December 2024 and November 2025. HCCS acknowledges that students not enrolled in a WIOA program were previously enrolled in the truck driving program, but this practice was discontinued in January 2024. The intent of the partnerships were to benefit the wider community and the school through mutually beneficial cooperation, but HCCS acknowledges that there should have been an agreement where these participants were registered in CalJobs to avoid a violation of our	HCCTS provided TRUSD with a Letter to HCCS from Sac County Sheriff Jim Cooper dated 01/23/25. HCCTS has provided TRUSD with the Letter to HCCS from the Sac Police Department requesting that HCCS continue the partnership. HCCTS provided TRUSD with the email sent from Sergey Ivanyuk (HCCS Truck Driving Coordinator) to the truck driving team regarding the discontinuation of

	exclusive partnership. The benefit to the community and the end of the partnership are both demonstrated by the Sacramento County Sheriff's appeal to the former interim Executive Director to not discontinue the partnership. These formal letters and emails were sent to TRUSD. Last month, HCCS also provided letters to TRUSD from its former partner organizations in which they note the date the partnership was terminated.	the partnerships with Sac Police, Sac Sheriff, and Labor Union 185 on 01/15/25. HCCTS provided TRUSD with the email sent from Sacramento County Sheriff's Office to HCCTS former Executive Director, Bill McGuire requesting to continue the trucking driving partnership on 01/23/25. HCCTS provided TRUSD with the email sent from Bill McGuire to Stephen Scarrazzo at the Sacramento County Sheriff's Office on 02/01/25 outlining changes HCCS is making with partnerships. HCCTS provided TRUSD with a letter from the Sacramento Police Department on 11/06/25 which affirms

		that the partnership with HCCTS ended in January of 2024.
The CTE Instructor's statements were inconsistent with HCCS's response	HCCS' response is supported by all entities with which it had partnerships as evidenced by their letters. Two of these entities are law enforcement agencies. The District is improperly relying on a statement from one former employee over the statement of not just the school, but multiple credible outside agencies who sent the individuals to participate in the truck driving program. HCCS requests that the District re-weigh the evidence in light of the letters provided by outside agencies and consider this issue fully resolved in light of the new evidence.	All HCCTS truck driving employees from the 2024-2025 school year are no longer employees at HCCTS, so it is not possible for a current instructor's statements to be inconsistent with that of the school. HCCTS provided TRUSD with the former Truck Driving employee names, roles, and dates of employment.

Notice of Violation: Fiscal Mismanagement Marysville 2

TRUSD Review	HCCS Response	Evidence
The lease termination date is 4/30/2026, therefore the violation remains open.	The Marysville 2 (baseball field) lease was terminated on 11/30/25 and fully bought-out as a cost saving measure. There	On 01/14/25, HCCTS sent TRUSD a letter that outlined the lease

	are no ongoing payments and there is no ongoing agreement.	termination with Marysville 2 and included the final buyout amount of that lease. In that letter, HCCTS provided evidence that no additional money would be paid to the City of Marysville and that operations had been finalized.
This violation may never be resolved in full since HCCTS still spent money on an unused property with funds that will never be recovered, including lease payments, utilities, equipment purchases and a sponsorship/donation	HCCS has done its best to mitigate the loss associated with this agreement. The termination agreement was arrived at as the best possible cost-saving measure that would be acceptable by both parties. The sale of $5K in assets for $1 was done as a part of the negotiations necessary to mitigate any additional on-going expenses. The ongoing expenses far exceeded this concession by HCCS. HCCS requests that the District find that the charter school has remedied this matter through terminating the lease. The intent of the revocation statute is to bring a charter school into compliance with law and its charter. This has happened here. The law was never intended to be applied in a manner that would effectively require a charter school to be perfect in all of its operations because any issue could later	On 06/12/25 HCCTS sent TRUSD another letter outlining all expenses related to Marysville 2 and why it was cost effective to terminate the lease with the buyout rather than to continue the lease at Marysville 2. This included payment of water, utilities, and the cost of landscaping. On 11/4/25 HCCTS sent TRUSD the Lease Termination Agreement, the final payment to the city of Marysville, and the final utility bill.

	support revocation even after it is corrected.	

Notice of Violation: Fiscal Mismanagement San Diego

TRUSD Review	HCCS Response	Evidence
The property has not been sublet	HCCTS terminated the San Diego lease agreement on 11/15/25 and paid the final bill on 11/17/25. These items were sent to TRUSD on 11/18/25.	On 10/26/25, HCCTS sent TRUSD information regarding the San Diego lease agreement that contained the actions taken by HCCTS. HCCTS informed TRUSD that the space was empty, and we provided the contract between HCCTS and Newmark real estate agency to show the intention to sublet.
The lease remains in place with expenses ongoing	The lease has been terminated and there are no additional ongoing expenses.	On 11/29/24, HCCTS asked a remote worker living in San Diego to vacate the space where he had been working

		On 06/03/25, HCCTS disconnected the internet and all utilities On 03/27/25, HCCTS contracted with Newmark real estate agency to sublet the space in San Diego. On 11/04/25, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location. HCCTS terminated the San Diego lease agreement on 11/15/25 and paid the final bill on 11/17/25.
The past moneys spent on the expensive property, which was not directly used for HCCTS students, has not been addressed or remedied.	HCCS has vacated the property. HCCS can only attempt to mitigate the financial loss associated with the lease by subletting the property at the most favorable rate it can obtain or terminating the lease to mitigate further losses. HCCS attempted first to sublet the property but found that not to be feasible, so it terminated the lease to help	On 10/31/25 HCCTS met with TRUSD and reviewed the evidence for San Diego. On 11/18/25 HCCTS sent TRUSD the lease termination and final

	mitigate further financial losses. HCCS requests that the District find that the charter school has remedied this matter through terminating the lease. The intent of the revocation statute is to bring a charter school into compliance with law and its charter. This has happened here. The law was never intended to be applied in a manner that would effectively require a charter school to be perfect in all of its operations because any issue could later support revocation even after it is corrected.	check to show that the lease in San Diego was fully terminated.
	HCCTS has implemented stronger financial controls, including requiring written authorization from the District with an attendant fiscal analysis before presenting any potential site to the HCCTS Board.	On 12/02/25 HCCTS updated BP 7150.5 School Site Opening and Closure Policy, which addresses the process of opening and closing sites. This policy ensures that all sites have a benefit to students, and requires a written report analyzing the financial analysis which must be submitted to the school's authorizer prior to opening.

CONCLUSION

HCCS has worked diligently to fully address every issue in the Notice of Violation presented by TRUSD. We have remedied all of these issues through board changes, administrator changes, policy changes, procedure changes, staffing changes, staff training, holding staff accountable to implement new policies, and stopping bad fiscal and operational decisions of prior leadership. This has all been part of Building Highlands Back Better. There is still more work to do, but the changes made to date fully remedy the concerns expressed in your notice. We are determined to make you proud of HCCS again. Amidst all of these changes, it is important that none of us lose sight of the students served by HCCS. There is no program like ours in the community, and a school closure would impact them dramatically. Please carefully consider what this program means to them, how much work we have put in to turn this school around, and how committed the new leadership team is to making this school even better in the years ahead.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Highlands Community Charter School

Respectfully Submitted to the Twin Rivers Unified School District Board of Trustees

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted December 2, 2025

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GLOSSARY

Term	Definition
ADEL	Adult English Language Learner
COAAP	Civic Objective and Additional Assessment Plan
CTE	Career Technical Education
EdCite	Edcite is an online platform primarily used for creating, sharing, and administering educational assessments.
EL Civics	English Literacy and Civics Education
HCCS	Highlands Community Charter School
SETA	Sacramento Employment and Training Agency
TE	TOPSPro Enterprise
TRUSD	Twin Rivers Unified School District
WIOA	Workforce Innovation Opportunity Act

Preface

Highlands Community Charter School respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in the District. This material revision is being submitted as the Charter School is requesting the following changes to the charter:

1. **Updated Number of Sites**
   HCCS requests to maintain 14 sites as detailed in Element P the material revision.

2. **Updated Credential Qualifications**
   In the 2024-2025 school year, HCCS modified credential requirements for teachers based on a May 2025 update from the CTC and additional guidance communicated by TRUSD. This material revision will align the charter document with our commitment to utilize K-12 credentials rather than adult credentials for its teachers.

3. **Proposed Career Technical Education (CTE) Programs for 2025-2026 School Year**
   HCCS proposes to operate seven CTE programs in the 2025-2026 school year:
   - Culinary Arts
   - Digital Literacy and Multimedia
   - Early Childhood Education (ECE)
   - Medical Services
   - Microsoft Office Specialist (MOS) Certification
   - Personal Finance
   - Real Estate

4. **Addition of Grade 11**
   HCCS proposes to add grade 11 in compliance with guidance from TRUSD.

5. **Addition of CAST and CAASPP Assessments**
   HCCS will test students in both CAST and CAASPP based on guidance from the California Department of Education and TRUSD. While these assessments are intended for students in traditional high school programs, and HCCS serves adults, HCCTS has implemented this assessment to ensure compliance and accountability in its academic programs.

6. **Enhanced Curriculum for Improved English Learner Support**
   The HCCTS Board has approved the Savvas curriculum for HCCS. Implementation has begun with professional development support from Savvas in alignment with Professional Learning Community (PLC) structures.

7. **Lottery Procedures**
   HCCS respectfully requests approval to update its current lottery procedures to more accurately reflect the Charter School's existing admission practices. While maintaining full compliance with all applicable provisions of the California Education Code, HCCS seeks to clarify and

enhance its written policies and procedures to ensure greater transparency, accessibility, and alignment with the school's mission of serving adult learners. These updates will streamline the admissions process, reflect current operational structures, and better address the needs of the diverse student population.

With TRUSD's approval, HCCS will continue to uphold equitable and compliant admission practices while refining procedures to ensure they are clear, consistent, and supportive of the school's commitment to access and inclusion.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") and outside of the District pursuant to the WIOA exemption to site restrictions contained in the Charter Schools Act of 1992 is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to HCCS shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(e)(3).)
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any

reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers,in accordance with all of the requirements of applicable statutes or regulations, in the same manner as a governing board of a school district. (Ed. Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a)(2).)
- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)
- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized and amended as the Every Student Succeeds Act ("ESSA").
- Comply with the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with the Ralph M. Brown Act.
- Comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47601.1.
- Comply with Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum number of school days. (Title 5 California Code of Regulations § 11960.)

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.



9/26/2025

_____ _____

Jonathan Raymond for HCCS — Date

1111 Howe Ave., Suite 540
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Element A The Educational Program

Program Focus: Opportunities for Adult Learners

The Highlands Story
Highlands Community Charter School (HCCS) has been in operation since August 2014 and is one of two public charter schools operated by Highlands Community Charter and Technical Schools. HCCS exists to provide second chances — to serve adult learners aged 22 and older who, for a wide variety of reasons, were unable to earn a high school diploma through traditional pathways.

We serve a uniquely diverse student population, the majority of whom are immigrants and refugees. Some of our students arrive with advanced degrees from their home countries, having previously worked as engineers, teachers, and medical professionals. Others have had little or no formal education and are just beginning to learn to read, write, or speak English for the first time. Our model is built to honor this range of lived experiences — meeting students where they are and helping them reach where they want to go.

HCCS is open to all adult learners over the age of 22 and accepts students according to available capacity and lottery procedures. At our core, we believe that every student — regardless of their starting point — deserves access to a high-quality education, a pathway to a better future, and the unwavering support of a school community that sees their potential.

In July 2025, HCCS entered an era of renewal and accountability under the leadership of Executive Director Jonathan Raymond, former superintendent of Sacramento City Unified. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to urgently rebuild an adult education program on a foundation of institutional integrity and a deep commitment to putting students first in every decision. We are raising standards across the board to implement clear policies for fiscal responsibility, place K-12 credentialed teachers in every classroom, lower class sizes, develop a rigorous and standards-aligned curriculum, enable more professional learning for teachers, and expand access to career training to support workforce needs throughout the regions we serve.

While the school has temporarily cut back staffing and reduced its enrollment capacity as part of program restructuring, it has laid essential groundwork for deep structural change. Every initiative proposed in this revision reflects our commitment to building educational programs that deliver on HCCS's commitment to serving its students, families, and the public.

HCCS has also launched a comprehensive five-year strategic planning process to reimagine how we deliver services and meet the evolving needs of our learners. We are investing in academic excellence, workforce relevance, and a culture of care. With these changes, we believe Highlands can become a statewide model for high-quality adult education that transforms lives.

Mission Statement
HCCS is a diverse community for social justice, serving the underserved by providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, HCCS builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of HCCS is to eradicate educational inequality and promote workforce success.

Executive Leadership
The Executive Leadership at Highlands Community Charter School provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress.

Under the direction of the Board, the Cabinet—comprising the Executive Director, Deputy Director/Chief Academic Officer, Deputy Director/Chief Operating Officer, and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability.

Leadership Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education.
Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California's history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, holds a JD from George Mason

University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments, and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Ph.D., Deputy Director/Chief Operations Officer
Teresa is a seasoned systems-level leader with over three decades of experience transforming education through strategy, accountability, and innovation. She has served as Chief of Staff and Chief Accountability Officer, bringing clarity, alignment, and execution to large-scale organizational priorities. Holding a Ph.D. from the University of Illinois, Chicago, Teresa's career spans the full spectrum of education—from PreK–12 classrooms to community colleges and universities—where she has excelled as a teacher, administrator, and author of mathematics curricula.

Her leadership portfolio includes extensive executive-level district administration, where she has shaped policy, accountability systems, and instructional improvement at scale. Beyond the district level, Teresa has advanced research and development efforts for non-profits, the Riverside County Office of Education, and the Stuart Foundation, where she co-developed an organizational health review now used to strengthen institutional performance.

Across every role, Teresa has been recognized for her ability to integrate research, practice, and policy into sustainable systems that drive student achievement and organizational excellence.

Eric Chapman, Deputy Director/Chief Academic Officer
Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer
Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in

California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Bindy Grewal, Ed.D., Director of Human Resources
Bindy Grewal is an accomplished educational leader and human resources executive with more than three decades of experience serving California public schools. She holds an Ed.D. in Educational Administration and Foundations from the University of the Pacific and a Master's in Educational Leadership from California State University, East Bay. Over the course of her distinguished career, she has held roles spanning classroom teaching, school administration, district leadership, and executive-level human resources management.

Bindy most recently served as the Assistant Superintendent for Elk Grove Unified School District, where she oversaw 43 schools serving more than 30,000 students. In this role, she provided strategic leadership as part of the Superintendent's Cabinet, guided principals and directors, managed complex operational and instructional systems across multiple school calendars, and played a key role in districtwide initiatives including COVID-19 distance-learning transitions, school closures during environmental crises, early learning program enhancements, and major facilities planning. She was also an active member of the district bargaining team, addressing negotiations, compliance matters, and board-level issues with professionalism and clarity.

Prior to her executive leadership role, Dr. Grewal served as Director of Certificated Human Resources, where she led all aspects of certificated HR operations, including recruitment, employee relations, policy interpretation, staffing, investigations, and labor compliance. Her earlier administrative career included serving as a principal for nine years, earning the California Distinguished School Award, and as a vice principal for four years, where she strengthened school cultures, improved academic performance, and supervised comprehensive instructional programs.

Melissa Roberson, Director of Accountability and Assessment
Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Interim Director of School Services
Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

The Population HCCS Desires to Educate
HCCS has the motto "...it's never too late." The school specifically focuses on providing educational opportunities for adults 22 years and older without a US high school diploma who have been unserved or underserved by the traditional educational system. This includes students who were unable to complete high school due to circumstances such as early parenthood, justice system involvement, or economic necessity, as well as immigrants and refugees seeking educational opportunities in the United States. HCCS provides a viable educational choice for adult learners interested in completing their high school education in a supportive environment that recognizes their diverse backgrounds, experiences, and goals.

The school serves students from 89 countries, with the five most represented countries as of the 2024-2025 school year being Afghanistan (5,830 students), Ukraine (1,383), Russia (1,356), Mexico (1,014), and Vietnam (318). This international diversity reflects both global migration patterns and Sacramento's role as a resettlement community for refugees and immigrants.

Student Population Characteristics

Demographics and Geographic Distribution
HCCS enrolls students primarily from Sacramento County, serving a culturally and linguistically diverse population. Women comprise 58.90% of the student body, men 41%, and 0.10% identify as nonbinary. The school serves grades 9-12, with all students being 22 years of age or older.

Language and Cultural Diversity
Approximately 90% of HCCTS students are English Language Learners, though the school also serves English proficient students seeking to complete their education through credit recovery. Based on enrollment data, there are multiple primary languages represented at HCCS, reflecting the diverse countries of origin of the student population. The five most represented countries at HCCS as of Census day for the 2024-2025 school year are Afghanistan, Ukraine, Russia, Mexico, and Vietnam. The table

below shows the top five countries of origin for students at HCCS by year for the last three years, along with the number of students enrolled by year for that country.

	2022-2023	2023-2024	2024-2025
1	Afghanistan (2,875)	Afghanistan (3,755)	Afghanistan (5,830)
2	Ukraine (990)	Ukraine (1,305)	Ukraine (1,383)
3	Mexico (920)	Russia (1,239)	Russia (1,356)
4	Russia (634)	Mexico (1,036)	Mexico (1,014)
5	United States (381)	Vietnam (268)	Vietnam (318)

Socioeconomic Status
The overwhelming majority of HCCS students qualify as socioeconomically disadvantaged, with over 97% qualifying for this status in the 2023-2024 census, an increase from the historical 90%+ rate.

Free and reduced lunch eligibility has grown significantly:

Year	Students Eligible for Free/Reduced Lunch
2022-2023	5,690
2023-2024	9,350
2024-2025	11,546

Housing Instability
A significant portion of the student population experiences housing instability:

Year	Enrolled Homeless Students
2022-2023	450
2023-2024	1,584
2024-2025	1,365

Due to the social stigma associated with homelessness, these numbers likely represent underreporting, as many students temporarily staying with friends or family may not identify as homeless.

Student Challenges and Needs

Varied Educational Backgrounds
The educational backgrounds of HCCS students vary dramatically. Some refugee and immigrant students arrive with advanced degrees from their countries of origin and extensive English language experience, while others may have never had formal education and lack literacy in their first language. US-born students typically have experienced interruptions in their education due to various life circumstances.

Multiple Responsibilities
Many students are adults managing multiple responsibilities, including employment, family care, and basic needs. They often lack access to reliable transportation, computer technology, and childcare. Limited free time presents ongoing challenges for academic engagement and completion.

Trauma and Life Experiences
Students frequently arrive having experienced various forms of trauma including displacement, poverty, addiction, homelessness, and incarceration. Ex-offenders face particular challenges re-entering educational settings and often require additional academic and social-emotional support.

Access to Basic Needs
Many students lack access to fundamental necessities including food, appropriate clothing, school supplies, and stable housing. The refugee population faces additional challenges adapting to new customs, culture, and technology while building English proficiency and seeking employment.

Student Goals and Motivations

Students enroll at HCCS with diverse but interconnected goals: improving English language skills, completing their high school education, accessing better employment skills and opportunities, supporting their families, and participating more fully in their communities. For many, earning a high school diploma represents both a long-deferred dream and a critical step toward economic stability and further education. HCCS recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate in both academics and the needs of their well-being, and balanced in knowledge of core subjects, communication, career and civic readiness, and the use of technology. In the grades 9-12 high school context, this means students engage in a coherent course of study that builds critical thinking and problem-solving, and helps them act with increasing independence and confidence in academic and professional settings. Our students become empathetic, collaborative members of the community. Through collaboration, they set and pursue personal, academic, and career goals. A climate of mutual trust and support leads students to demonstrate empathy and to engage in respectful, productive communication. Teachers guide students to see themselves as global citizens who are empowered and responsible for making positive changes in their immediate environments and beyond. Accordingly, an educated person in California today is

literate in English and able to communicate and function competitively and productively in the workforce, in higher-education classrooms, and in their communities.

Our students **seek understanding and peace** within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have had limited access to technology learn to use digital tools as a means to succeed in school, work, and civic life.

Our students are **scholars** who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California/ Sacramento community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are **community members** who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the skills they have developed and prepared to communicate, collaborate, and contribute.

Our students are **citizens** of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are **members of an increasingly technical and information-based world** and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Educational Philosophy and Approach

HCCS supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

Learning Occurs in the Context of Safe and Trusting Relationships

Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

Trauma-Informed Educational Practices
Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.

Relational Pedagogy
We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.

Community Building and Peer Support
We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Mental Health and Wraparound Services
We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption
Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Instruction Must Meet Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)
A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design
We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support
Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at their level and provide translated background text and videos that build background knowledge to enhance ELLs access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching
Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness
Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Effective Adult Learning Requires Agency and Relevance
Adult learners bring intrinsic motivation and clear goals that can be powerful drivers of academic success when properly leveraged. Our role is to create learning experiences that honor students' autonomy while providing the structure and support they need to achieve their educational objectives.

Self-Directed Learning and Goal Setting
We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Choice and Flexibility in Learning
Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.

Real-World Connections and Application
Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.

Career and College Integration
We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.

Student Voice and Feedback
Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.

Ownership of Learning Outcomes
We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.
These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

Foundational Research and Theories Supporting Our Approach

The instructional strategies employed at HCCS are fully congruent with the pedagogical design and theoretical underpinnings of the Savvas curriculum. This alignment is operationalized through a coherent language development pathway, an integrated system of academic and linguistic supports, and the deliberate application of empirically grounded second-language acquisition frameworks. Collectively, these elements ensure that English Learners acquire the linguistic competencies necessary to engage meaningfully with the standards-based SAVVAS instructional sequence.

Savvas provides a rigorous, standards-aligned curriculum with embedded language supports intended to promote equitable access to grade-level content. HCCS extends this foundation by implementing designated and integrated language development structures that supply the additional scaffolding required for emerging bilingual learners. Instructional delivery is anchored in Content-Based Instruction, explicit literacy development, and structured reading and writing supports, all of which are consistent with the instructional routines, text complexities, and cognitive demands embedded within the Savvas program.

Educators systematically assess student language proficiency, academic readiness, and individual learning profiles to differentiate instruction within the Savvas framework. This diagnostic approach ensures that English Learners can access, process, and demonstrate mastery of rigorous academic content while developing the academic discourse and literacy skills essential for secondary coursework. When combined with the onramp for adult English Learners and the school's comprehensive support systems, these strategies cultivate the academic language, confidence, and disciplinary knowledge required for students to progress through Savvas-aligned high school coursework, meet graduation requirements, and transition successfully to postsecondary pathways

Adult Education Learning Theories
HCCS applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources, including personal achievement, social factors, and career advancement.

Sociocultural Theories
According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-world participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013).

The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is

defined as, “a process of setting up” the situation to make the student’s entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner’s ZPD.

Differentiated Instruction
Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O’Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities.

According to the U.S. Department of Education’s Literacy Information and Communication System (2012), differentiated instruction engages students at a range of different levels with various learning styles and makes learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students’ levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)
CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction (CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

<u>Supporting our English Learner Population</u>
As a charter school exclusively serving students over the age of 21, the English assessment requirements of federal and state law applicable to students aged 3 through 21, as defined by Education Code section

306, do not apply to HCCS.[1] Almost all of the students at HCCS are classified in CALPADS as adult English Language Learners or ADELs. Therefore, HCCS students do not take the English Language Proficiency Assessments for California (ELPAC) or appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). HCCS goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At HCCS, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Highlands Community Charter Schools (HCCS) is transitioning towards offering traditional A–G pathways. Our model is intentionally designed to provide adult learners, including English Learners, with an accessible, research-informed pathway to meeting high school graduation requirements and achieving academic readiness. The instructional framework is grounded in adult learning theory, sociocultural perspectives, differentiated instruction, and content-based language development to ensure that language and academic content are mutually reinforcing. Consistent with research demonstrating that students acquire language most effectively when it is embedded in meaningful, content-rich learning experiences, HCCS integrates academic English development with standards-aligned coursework through intentional scaffolding, structured reading and writing supports, explicit vocabulary development, and teacher-guided learning within each student’s Zone of Proximal Development. Within this design, students’ home languages are treated as cognitive and cultural assets. Translanguaging practices are encouraged so that learners may draw from their full linguistic repertoires, while their prior life experiences, motivation, and goal orientation are leveraged to accelerate access to academically rigorous material. This integrated model ensures that English Learners develop the linguistic, academic, and cognitive foundation necessary to successfully engage in high school–level coursework within the independent-study setting.

To prepare our newcomers for this rigorous, standards-aligned high school program, we provide a structured and research-aligned onramp for adult English Learners who are at the beginning stages of

[1] Education Code section 306, section (a), defines “English learner” for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. “the term ‘English learner’, when used with respect to an individual, means an individual who is aged 3 through 21.”

English acquisition, including newcomer students, students with interrupted formal education, and those with limited or no prior schooling.

This supported approach pairs a designated English Language Development course (English for Work and Life) with an English Language Arts course to ensure coherent progression across both language acquisition and literacy development. Students may also enroll in additional courses across the HCCS program to continue building academic readiness while progressing toward high school graduation requirements. All courses use state-adopted, standards-based instructional materials and supplemental resources to ensure alignment with California's academic expectations and to provide students with access to rich, grade-level content appropriately scaffolded for their language proficiency.

The instructional structure of the onramp to high school is anchored by three core courses designed to support language growth, academic engagement, and foundational skill development. English as a Second Language (ESL) offers targeted instruction in listening, speaking, reading, and writing within real-world, functional contexts, supporting cultural integration, early literacy development, and the communicative confidence essential for success in both academic and community life. English for Work and Life (EFWL/ELD) provides a multi-level, inclusive class structure that builds practical communication skills for personal, academic, and workplace settings. With an emphasis on functional vocabulary, grammar, digital literacy, and real-life tasks, EFWL equips students to navigate contemporary communication demands while benefiting from peer-supported and collaborative learning. English 9, taught through Savvas myPerspectives, introduces students to diverse literary and informational texts and develops their abilities in close reading, discussion, analysis, and academic writing. This course strengthens vocabulary, comprehension, composition, and critical thinking, guiding learners toward producing narrative, argumentative, expository, and research-based writing. Together, these courses form a coherent and integrated sequence that ensures adult English Learners at HCCS receive rigorous, standards-aligned instruction paired with the linguistic scaffolding necessary to thrive within the independent-study model.

Language and Content Learning Are Interconnected.
Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.
Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

Authentic Assessment Drives Responsive Instruction.
We move beyond standardized measures to develop assessment practices that capture the full range of our students' growing capabilities. This includes portfolio-based assessments, project-based demonstrations of learning, and self-assessment tools that help students track their own progress toward their goals.

Language Assessment Upon Enrollment

As a WIOA partner, HCCS assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with HCCS level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
As an exclusively adult-serving charter school, HCCS serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment and Class Size to Support Learning Goals
Enrollment at Highlands Community Charter School has increased each year since its opening. In the 2021–2022 school year, enrollment was 3,751; in 2022–2023, enrollment rose to 6,749; and in 2023–2024, enrollment grew again to 9,069 students, according to the DataQuest census day snapshot. By the end of the 2023–2024 school year, HCCS experienced a significant increase in enrollment and heavily impacted classes. Teachers reported that students were often unprepared with essential skills, and frequent roster changes disrupted instruction. In response, the enrollment process was revised for the 2024–2025 school year to better prepare students and support more strategic class planning. In the 2024-2025 school year new students were enrolled on a biweekly basis rather than continuously throughout the term. Orientation was also updated to include study skills, academic planning, and CASAS assessments.

Five-Year Enrollment Rollout Plan
HCCS has dramatically reduced its enrollment due to updated credential requirements for teachers. As a result, HCCS has recently laid off 631 employees (teachers who only possess an adult education credential as well as staff that would support these teachers and the students that they serve).

Although we currently have over 2,700 students on a waitlist waiting to enroll, the school needs to rebuild its capacity to serve them. For the 2025-2026 school year, HCCS currently has approximately 1,000 students enrolled and plans to increase growth at a reasonable pace over the following four fiscal years as it hires and/or trains additional K-12 credentialed teachers. The five-year enrollment rollout plan is as follows:

Year	Number of Students
2025-2026	1,000
2026-2027	1,100
2027-2028	1,210
2028-2029	1,331
2029-2030	1,464

In the 2024-2025 school year, HCCTS adopted a Class Sizes and Enrollment Board Policy (6151BP) which stated that, “While California does not mandate class size limits for grades 9-12, HCCTS recognizes the importance of maintaining class sizes that promote a productive learning environment, reduce teacher workload, and enhance student engagement. Optimal class sizes are essential to support personalized instruction, improve student outcomes, and foster academic success. The Board of Directors, in consultation with the Executive Director, will establish appropriate class size limits that align with HCCTS’ instructional goals and student needs.” For the school year 2025-2026, class sizes are set at 30-1.

Class Size Guidelines

- Student-to-Teacher Ratios: Class sizes will be managed to ensure student-to-teacher ratios that support personalized instruction and academic success.

- Program-Specific Adjustments: Class sizes may vary depending on the nature of the program (e.g., independent study, bridge programs, or high school completion).

Enrollment Management

- Enrollment Caps: Each classroom will have an enrollment cap aligned with physical capacity and instructional goals.

● Monitoring and Rebalancing: HCCS Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

● Cross-Reference with Physical Capacity: Class sizes and enrollment numbers will be managed in coordination with physical capacity limits as outlined in BP 7110 Physical Classroom Capacity to ensure compliance with Fire Marshal regulations and building codes.

Impact on Instruction and Student Outcomes

● Teacher Workload: Class size limits will be established to reduce teacher workload and promote effective instruction.

● Student Engagement: Class sizes will be prioritized in courses requiring intensive instruction or student participation.

Admission Process

HCCS has introduced a comprehensive admission process to better prepare and place incoming students. For students not selected in the lottery. This process includes an application placing students in a pre-registration pool where there is no waitlist, or appended to the waitlist in order of application. Students are selected from the waitlist or pre-registration list as appropriate. Students move from pre-registration to orientation where registration, grade level placement,and enrollment are completed including an overview of student expectations and services, and covers any technology-related needs. This enhanced enrollment process ensures students are fully supported from registration to their first day, setting them up for success at HCCS.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ACADEMIC SCHOOL CALENDAR

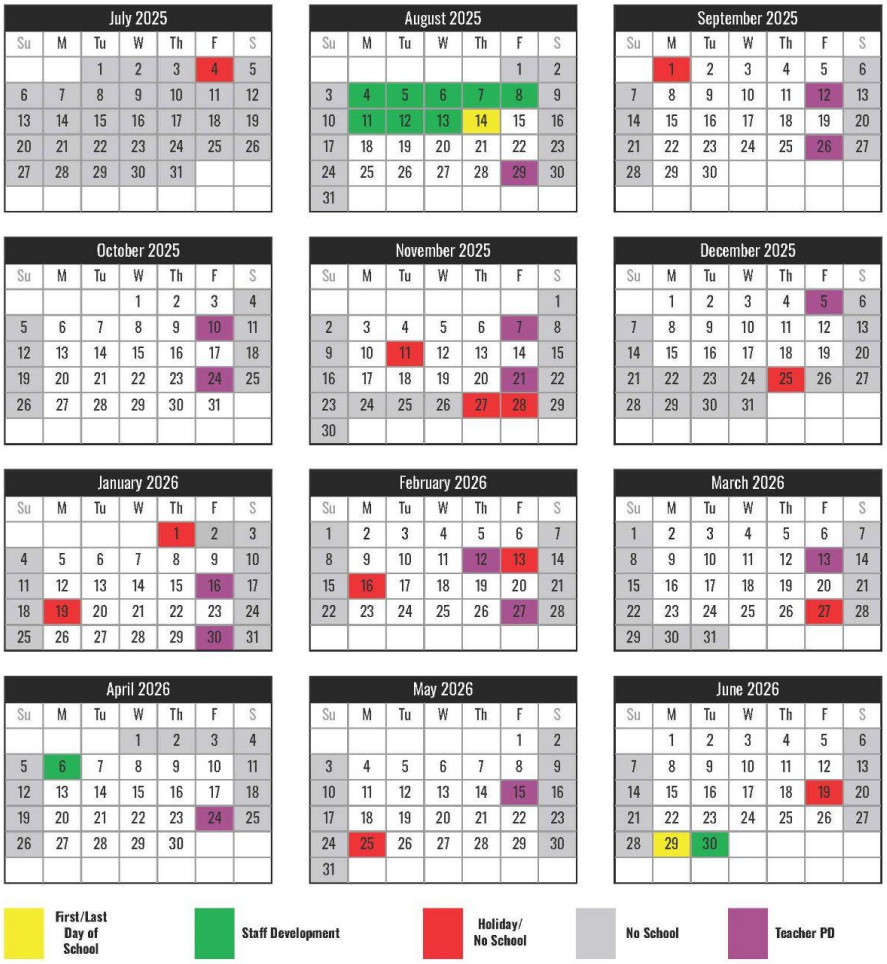

Goals of HCCS Program and Student Learning Outcomes

HCCS has three Schoolwide Learner Outcomes (SLO):

- Academic Growth: Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- Career Progress: Students make documented progress toward individualized education, workforce skill development, and career goals.
- Digital Communication: Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many of our learners enter HCCS with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community success. To make this real in classrooms, and to build a bridge to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to learners 22+ who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are centered around K-12 state standards shaped by the needs of our students and community, and grounded in a commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to learning so students can persist and complete. At HCCS, we believe in our students, we believe in our community partners, and we believe that it's never too late.

The Instructional Leadership Team: Stewards of HCCS's Academic Goals
The goals of the HCCS program are created and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team. The ILT is comprised of the CAO, the principals, teacher leaders, Curriculum Coordinator, Director of CASAS testing, and Director of Instruction & Professional Learning. The ILT meets every other week to ensure that HCCS is meeting its academic goals by analyzing student learning data and designing professional learning support that responds to these data as well as to teacher-reported needs. The ILT works to create coherence across our goals and accountability requirements to support teachers in understanding how these efforts overlap and form our core goals.

Common Core Standards
HCCS is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects
HCCS offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies and electives. The English Language Arts, Mathematics, Science, and History/Social Studies courses use the Savvas curriculum.

English Language Arts
The English Language Arts courses guide students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the Savvas curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes, developing skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic success and professional communication.

Mathematics
The Mathematics courses build foundational skills through a sequence aligned with California Common Core standards, beginning with Pre-Algebra and progressing to Algebra 1 and Geometry. Students develop proficiency with key concepts such as fractions, decimals, ratios, proportions, equations, and basic geometry. The Savvas curriculum places emphasis on applying mathematical reasoning to real-life contexts like financial calculations and problem-solving. The curriculum fosters critical thinking and the ability to represent mathematical situations numerically, graphically, verbally, and symbolically, preparing students for success in advanced math courses and everyday life.

History-Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking, connecting academic content with learners' personal and community experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning.

The Savvas curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The Savvas curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
The Electives program offers diverse opportunities for students to develop critical reading, communication, and public speaking skills. Courses like *Reading for Pleasure* foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series of courses supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses focus on building foundational language skills through systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

<u>Curriculum</u>

HCCTS recently engaged in a curriculum adoption process to procure Savvas, a standards-aligned curriculum for HCCS courses. We followed an articulated adoption process and received guidance from our UMass Global credentialing partner who had extensive experience with curricular materials that best serve ELLs. Our process involved reviewing materials utilized by other surrounding school districts as well as following recommendations by EdReports in order to understand the best options for our context. We engaged in vendor demos, received teacher feedback around our top choices, and delivered our final proposal to the board of directors for approval.

The HCCTS board approved the adoption of the Savvas curriculum in August 2025. There were many elements that led to this choice including a single user-friendly platform for both teachers and students, and a high rating on EdReports. The curriculum is also used by Twin Rivers Unified School District, Elk Grove Unified School District, and Los Angeles Unified School District. In order to support teachers to gain familiarity and comfort with the new curriculum, the start of classes was extended until August 14th and teachers met in professional learning communities (PLCs) to build their knowledge of the standards-aligned curriculum. Our contract with Savvas includes access to both an online digital curriculum and to teacher edition textbooks and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish
A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English
An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum
In-house developed theme packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Understanding Learning: Using Student Assessments to Support HCCS Goals

We employ multiple forms of assessment to monitor student progress and inform instruction:

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys**: Self-perception data helps us to understand the student experience.
- **CASAS testing:** Comprehensive Adult Student Assessment System, a competency based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.

- **CAASPP**: California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments**
  Administered 3 times per program year
- **ELD Level Placement Test**
  Upon enrollment
- **ELD Level Exit Test**
  Administered to determine readiness to advance to the next ELD level

Professional Development Supporting HCCS Goals

High-quality professional learning at HCCS centers around training teachers to effectively use the Savvas curriculum as well as creating a learning system for the teachers to continuously engage in instructional improvement. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings. In addition to this inquiry-based approach to professional development, HCCS has an extended professional development contract with Savvas to ensure that teachers have a deep understanding of the Savvas instructional methods and curricular options for differentiation to support the multiple ELL levels.

HCCS leadership works in partnership with HCCS principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. There are several core beliefs about practitioner-based learning that informs the HCCS approach to professional learning:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are being met.
- Agency and relevancy are guiding drivers for adult learners; being able to articulate their own goals and see where they are on the path to achieving those goals is essential for adult learners.
- For instruction to be changed and improved, the learning experience of students must be public (not hidden away).
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition
Central to HCCS professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All HCCS educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices

Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking
We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making
As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

HCCS Professional Learning Structures
There are multiple existing structures that support professional development at HCC for teachers and leaders.

Friday Professional Development Sessions
Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Leading is complex and uncertain work, and HCCS supports its two principals in PLC sessions led by the Chief Academic Officer. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Per Week Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching

Teaching standards-aligned high school curriculum to newcomer adults with varying degrees of education in their home language and a wide range of English skills is challenging teaching. To support excellent instruction, HCCS is in the process of investing in on the ground coaching for our teachers. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction. At the time of the writing of the material revision, we plan to begin Phase 1 of the teacher coaching program by October 15th. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on the ground support of teachers ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement

Assessment is a core to instructional improvement at HCCS. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. HCCS is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The instructional leadership team (ILT) will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand barriers to student progress.

Informal Assessments and Improvement
Working in their PLCs, teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT uses classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience
The HCCS instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, we do value this source of data to understand HCCS's social and emotional conditions for learning.

Every year, HCCS conducts anonymous student climate surveys. These surveys are sent out to students in the following languages:

- English
- Arabic
- Spanish
- Persian
- Armenian
- Pashto
- Russian
- Turkish
- Ukrainian
- Vietnamese
- Chinese

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app.

Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

HCCS students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of HCCS students who agree or strongly agree with each statement for the year indicated for the last three years.

Survey Statement	2022 - 2023	2023 - 2024	2024 - 2025
Lessons help me in my daily life.	96%	88%	95%
Lessons are interesting.	95%	90%	95%
I know what I need to do to make progress in my classes.	96%	90%	94%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	95%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	95%	89%	94%
I have the technology I need to learn.	95%	91%	96%
The school, classrooms, and buildings are clean and in good condition.	96%	94%	93%
The school tells me important information regularly (holidays, school announcements, events).	94%	95%	97%
All students from different backgrounds and countries are treated kindly.	92%	96%	97%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	92%	97%	96%

My teacher really cares about me and respects me.	93%	98%	98%
My counselor really cares about me and respects me.	91%	92%	87%
The school helps me turn my college and career goals into a plan.	90%	84%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	85%	78%	85%
I want to learn more about mental health and how to deal with stress.	76%	57%	67%
I feel connected to the school, my classmates, and teacher.	85%	83%	90%
I feel safe at school (I trust our leaders to make our school safe).	87%	95%	94%
I know how to log in and check my student email.	72%	90%	93%
I know how to log in to my online learning tools	77%	84%	91%
Highlands helps me learn to use technology by giving mobile devices and digital literacy training.	64%	79%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week.	*ND	*ND	77%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Because many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, HCCS provides extra support to ensure students' academic success. Classroom teachers are available to meet with students before and after school during their office hours to support students who are struggling academically.

Paraeducators

English proficiency and learning needs vary widely for our incoming students. HCCS paraeducators provide crucial language scaffolding by providing individualized instructional support in students' native languages and creating more opportunities for meaningful English language practice, ensuring that our Level 0 students can fully benefit from our educational programs.

Additionally, paraeducators who share students' cultural backgrounds can create a more comfortable environment that reduces the anxiety often experienced by new students and immigrant populations. While teachers focus primarily on academic instruction, paraeducators provide crucial social-emotional support to help students navigate their educational environment successfully. Paraeducators also help students build digital literacy, fluency with the HCCS systems, and provide academic support.
HCCS hired 32 new paraeducators in 2024–2025 to expand instructional support across its sites. All but two of those paraeducators were released in June 2025 as part of the school's restructuring process, which prioritized staffing of credentialed instructors. HCCS plans to rehire three additional

paraeducators this school year as it builds its program capacity and will further increase paraeducator staffing as part of its sustainable five-year growth plan.

Literacy Support
During the 2025-2026 school year, HCCS will hire staff to provide literacy support for English language learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
HCCS will implement an in-person tutoring program to replace previous online tutoring opportunities. Based on feedback from students and staff, online tutoring no longer effectively serves the needs of our student population. Key challenges, detailed below, include a lack of digital literacy skills, low student engagement, and limited availability of support. The design of our in-person tutoring program will focus on effectively addressing these findings.

<u>Challenges for Students Accessing Online Tutoring</u>

- Cultural barriers – example: Afghan women
    - Our student population with the highest level of need for one-on-one tutoring
    - Working one-on-one with male tutors would violate cultural and religious norms
    - Afghan women typically have limited experience or skill with technology
    - Afghan women may have limited literacy skills and English language skills
    - Require in-person, one-on-one support by Dari or Pashto-speaking women tutors
- Technology barriers
    - Online login processes may limit access for students with low technical proficiency
    - Our student population may not have access to high-speed internet at home
    - Our student population may not have a device with internet access for use at home
    - Most online tutoring is chat-based, requiring literacy and typing skills
- Linguistic barriers
    - Top 5 languages:
        - Dari
        - Pashto
        - Ukrainian
        - Russian
        - Spanish
    - Online tutoring by English-speaking tutors cannot support students with limited English proficiency

<u>In-Person Tutoring Program Design</u>
HCCS is in the process of contracting with a tutoring business to offer students in-person tutoring that will:

- Account for cultural and technological barriers when assessing student needs
- Staff tutors who can serve specific cultural and linguistic populations of greatest need
- Implement and refine best practices for providing one-on-one academic support
- Develop robust translated learning materials for students in multiple formats

Student Success Team (SST)
At HCCS, the Student Success Team (SST) process is a collaborative, data-driven approach to identify and implement support strategies for students experiencing academic, behavioral, or attendance-related challenges. The goal is to equip educators with additional tools and resources to meet students' needs in the general education setting and, when necessary, connect students with services such as tutoring, counseling, or basic needs assistance. While SST may result in a referral to a 504 committee, its primary function is not to initiate such referrals.

SST Membership and Roles
SSTs are convened by the Director of Student Services or designee and include the student's counselor (as the facilitator), current teacher(s), the student, and guardians when applicable. Additional specialists such as social workers, speech therapists, healthcare providers, paraeducators, and language navigators may be invited based on student needs.

Referral Process
Students may be referred to the SST for persistent academic or behavioral concerns. Before referral, teachers must document the use of differentiated instructional strategies and collaboration with other staff. Referrals are submitted using a standardized form and must include relevant data such as attendance records, academic assessments, behavior logs, and prior interventions.

SST Meeting Process
Scheduling: SST meetings are scheduled promptly based on the urgency of the concern and include all relevant team members.

Data Collection
The team reviews comprehensive student data to inform the discussion.

Intervention Planning
A tailored plan is developed with specific goals, strategies, responsible staff, and a timeline for implementation.

Follow-Up
A follow-up meeting is held six weeks after the initial meeting to assess student progress and adjust the intervention plan as needed.

Documentation
All decisions, meeting minutes, and progress reports are documented and stored in the student's confidential file in accordance with FERPA and HCCTS policy.

SST Outcomes
The SST may recommend continued interventions within the general education setting, changes in instructional methods or placement, referrals to support services or external agencies, or, if appropriate, a referral to the 504 Committee. All recommendations are monitored and evaluated for effectiveness.

Confidentiality and Compliance
SST processes comply with all applicable privacy laws, including FERPA. All records and discussions remain confidential and are shared only with authorized personnel.

Socioeconomically Disadvantaged Students
At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies socioeconomically disadvantaged and low-income students consistent with state and federal definitions upon registration through our Household Income Data Collection form and PowerSchool SIS system. This subgroup makes up a large majority of our student population.

To best serve our socioeconomically disadvantaged and low-income students, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in academic enrichment activities that align with their level-pacing academic plans and learn cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how to use mental models. Additionally, to meet the economic needs of these students, HCCS holds workshops with partners on issues related to economic need and building financial independence.

Instructional Days and Minutes Calculations
HCCS maintains multiple bell schedules that consistently exceed the minimum instructional time required under Education Code Section 47612.5(a), which mandates 64,800 minutes annually. Both AM and PM bell schedules detail 5 consist of 5 instructional days, Monday through Friday with 5 periods each except on 17 modified Friday schedules designed to incorporate time for teacher professional development. The Academic Calendar (found on page 27) includes 197 instructional days, 180 regular and 17 modified Fridays, totaling 65,087 minutes for both AM and PM schedules.

Instructional Requirements Report
2025-2026

AM Bell Schedule				
Day Type	*Instructional Mintues per Day*	*Instructional Days*	*Total Minutes*	*Grand Total Minutes*
Regular Day	336	184	61,824	65,889
Teacher PD Day	271	15	4,065	

PM Bell Schedule				
Day Type	*Instructional Mintues per Day*	*Instructional Days*	*Total Minutes*	*Grand Total Minutes*
Regular Day	336	184	61,824	65,889
Teacher PD Day	271	15	4,065	

Instructional Requirements			
Requirement	*Requirement*	*Meets Requirement?*	*Notes*
Annual Instructional Minutes Required for Grades 9-12 (AM)	EDC 47612.5: 64,800	Yes	65,889 minutes
Annual Instructional Minutes Required for Grades 9-12 (PM)	EDC 47612.5: 64,800	Yes	65,889 minutes
Required Minimum Miutes per Day (AM)	EDC 46141: 240	Yes	271 minutes on Teacher PD Days, 336 on Regular Days
Required Minimum Miutes per Day (PM)	EDC 46141: 240	Yes	271 minutes on Teacher PD Days, 336 on Regular Days
Earliest Start Time for High Schools	EDC 46148: 8:30 AM	Yes	8:45 AM start
Minimum Number of Days per Track	EDC 47612(d)(3): 175 Days	Yes	One track with 199 days total
Attendance Charters Must Require of Students	EDC 47612.5(e)(1): 80%	Yes	In Board Policy
Required Percentage of School Days for Each Track Prior to April 15	EDC 47512(d)(5): 55%	Yes	Before 4/15, inclusive: 148 After 4/15, exclusive: 51 Percentage before 4/15: 74%

Month	Regular Days	Teacher PD Days	Total Days
July	0	0	0
August	11	1	12
September	19	2	21
October	21	2	23
November	12	2	14
December	14	1	15
January	17	2	19
February	16	2	18
March	18	1	19
April	17	1	18
May	19	1	20
June	20	0	20
Total	**184**	**15**	**199**

Count	Day Type
184	Regular Days
15	Teacher PD Days
10	Staff Development Days

Graduation Requirements
HCCS students are eligible to graduate when they have been awarded 180 high school credits: 110 Academic including a mandatory and 70 in elective or Career Technical Education (CTE) credits. As part of the 180 credits, transfer credits and employment credits count toward this total. As soon as the high school students complete 180 credits and those credits are verified, students are eligible to apply for their diplomas. After students receive their diplomas, they are asked to participate in a graduation ceremony.

Required Courses	
English	3 courses / 30 credits
Math	2 courses / 20 credits
World History	1 course / 10 credits
U.S. History	1 course/ 10 credits
Economics	1 course/ 5 credits
American Government	1 course/ 5 credits
Life Science	1 course/ 10 credits
Physical Science	1 course/ 10 credits
Career Technical Education, World Language, or Visual and Performing Arts	1 course/ 10 credits
Electives	70 credits

Credits for Prior Learning and Experience
HCCS has an established process for reviewing and awarding transfer credit to ensure students are placed on a clear path toward graduation.

The Transcript and Records Team evaluates all available records, including high school transcripts, college and international transcripts and degrees, and completion certificates. Credits are awarded using consistent, school-approved criteria.

For students who have completed high school equivalency exams, credit is awarded only upon submission of official GED or HiSET documentation.

After evaluation, each student receives a summary of awarded credits and remaining requirements, providing a clear plan to complete their diploma.

Counseling and Progress Monitoring
Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements left to graduate. Each student is provided with an academic progress report. In the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Grade Level Progression
Because all students are over 22 years, they cannot be assigned to grade levels based on age. HCCS uses credit attainment to determine grade level. This does mean that students may enter school at a variety of grade levels and many students may not fall neatly into a four-year graduation plan. Holistic support systems are designed to ensure that students who are not on track receive timely, individualized intervention. Counselors develop graduation plans and conduct regular check-ins to review academic progress, update students on credits earned, and identify the steps needed to advance toward the next grade level and ultimately graduation. Each student receives an academic progress report that guides these conversations and helps counselors connect students to college readiness opportunities, including the A-G approved courses adopted in the 2024–2025 school year. As students refine their academic and career goals, counselors also introduce relevant CTE programs and provide information about program expectations, requirements, and timelines to support informed, meaningful transitions through grade levels.

The proposed grade level progress as defined through credit accrual is as follows:

Grade	Credits
9	0-49
10	50-99
11	100-149
12	150-180

In a standard 4 year graduation plan, students are enrolled in five courses each semester. Successful completion of all courses each school year will yield credits that place students within the ranges shown above. This will ensure all students enrolled in five core and/or electives classes will complete the full 180 graduation credits.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101

to offer a one-semester course in ethnic studies and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2030-31 school year.

Attendance Policy
HCCS recognizes that attendance is a critical indicator of student progress and overall academic success. Despite the inherent challenges in ensuring consistent engagement among adult learners across all instructional periods, the school remains committed to full-day attendance expectations for all students.

HCCS attendance policies procedures and expectations are set forth in the HCCS Attendance Standard Operating Procedure (SOP), attached to the appendix of this document.

Teachers are expected to take paper-based attendance every period in accordance with HCCS policies and protocols. Paper attendance records are referenced by teachers as they input the attendance records into PowerSchool. PowerSchool attendance records must be updated by teachers at the end of instructional day every day.

In an effort to ensure attendance policies and protocols are followed by teachers, HCCS implements monitoring processes:

- Monthly random in-classroom visits by an administrator to verify adherence to the attendance taking process.
- Daily attendance checks by the Attendance Team to verify attendance data is input into PowerSchool daily by each teacher.
- Weekly attendance certification by teachers to verify the accuracy of attendance data that was entered into PowerSchool for the preceding week.

5113.1 BP Attendance Enforcement Policy supports the Attendance SOP by outlining the following key provisions:

- 80% Daily Attendance Rule: Students must be present for at least 80% of scheduled instructional hours weekly.
- 15-Minute Rule: Students who check in but leave within the first 15 minutes of class without prior approval will be marked absent. Repeated violations may result in intervention and disenrollment.
- Meaningful Engagement: Attendance is verified by meaningful engagement. Students who check in but fail to participate meaningfully will be marked absent.
- Forgery of Attendance Records: Any student found falsifying attendance records, including signing in for another student, will face disciplinary action, including possible suspension, expulsion, or disenrollment.

HCCS employs tiered intervention strategies to support students struggling with attendance before taking disciplinary action:

- Notifications: Calls, text messages, and emails will provide immediate alerts to students who have not met attendance requirements.

- Outreach & Support: Students flagged for low attendance will be contacted by school staff to assess barriers and develop a support plan.
- Attendance Contracts: Students with ongoing attendance issues may be placed on a probationary attendance contract outlining expectations and consequences.
- Disenrollment Procedures: Students failing to meet attendance requirements after documented interventions may be disenrolled as outlined in BP 5111.5 (Disenrollment).

The following policies are in place to support enforcement of attendance:.

- 5111.5 Disenrollment and Involuntary Removal (Revised and Approved 03/20/2025) - Outlines the involuntary disenrollment for students who accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them.
- 5120 BP Satisfactory Academic Progress (Approved 03/20/25) - Outlines students must maintain active attendance
- 5131 BP Student Conduct (Revised and Approved 03/20/2025) - Outlines the ramifications of students who forge attendance records
- 6164.5 BP Student Success Teams (Revised and Approved 04/25/2025) - Outlines interventions to support students reportedly struggling with attendance

HCCS has updated the bell schedule for the 2025-2026 school year, which now contains 5 periods rather than 3 periods for the AM schedule. It meets the minimum number of instructional minutes, and it has only one PM schedule for all sites, rather than three (as in the 2024-2025 school year).

Record Retention & Compliance

- BP 5120 (Satisfactory Academic Progress) now mandates that manual attendance records, including sign-in sheets, be retained for three years in both physical and digital formats to ensure compliance with California Code of Regulations, Title 5 and facilitate accurate auditing.
- The Director of Attendance is responsible for overseeing record retention and compliance audits to maintain regulatory standards.
- Random attendance audits will be conducted regularly to identify and prevent discrepancies.

We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available, either at HCCS, at one of our partner organizations, or at an external location.

Attendance Calendars

In the 2024-2025 school year HCCTS contracted with Charter Impact to assist with setting up 20-day Attendance Calendars in PowerSchool to ensure correct divisors in calculating ADA for P-2.

Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward.

An example of the 20 day calendar can be seen below for the 2025-2026 school year:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ATTENDANCE CALENDAR

SCHOOL MONTH	DATE RANGE	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	DAYS OF INSTRUCTION	TOTAL
1	8/4/2025 - 8/29/2025	AUG 4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	17	
2	9/1/2025 - 9/26/2025	SEP 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	19	
3	9/29/2025- 10/24/2025	29	30	OCT 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	20	
4	10/27/2025 - 11/21/2025	27	28	29	30	31	NOV 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	19	75
5	11/24/2025 - 1/19/2025	24	25	26	27	28	DEC 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	15	
6	1/5/2026 - 1/30/2026	JAN 5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	19	
7	2/2/2026 - 2/27/2026	FEB 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	18	
8	3/2/2026 - 3/27/2026	MAR 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	19	146
9	3/30/2026 - 4/24/2026	30	31	APR 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	13	
10	4/27/2024 - 5/22/2026	27	28	29	30	MAY 1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	20	
11	5/22/2026 - 6/19/2026	25	26	27	28	29	JUN 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	18	197
12	6/22/2026 - 6/30/2026	22	23	24	25	26	29	30														7	
																				FULL YEAR		204	74%

PD DAYS	
HOLIDAY	
THANKSGIVING BREAK	
SPRING BREAK	
WINTER BREAK	
FINAL COMPLETE P1 MONTH	
FINAL COMPLETE P2 MONTH	
FINAL COMPLETE PA MONTH	

Academic Progress

HCCS has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

<u>Career Technical Education (CTE)</u>

CTE programs provide students with hands-on job training while earning course credits and industry recognized certifications. Courses help students build skills for careers, develop student agency and confidence, and build social capital, all while pursuing career pathways that allow students to earn a liveable wage

HCCS recognizes the importance of robust Career Technical Education programs, especially for traditionally underserved students. Programs in the past were developed with student interests in mind and course expansion was historically based on student interests. Moving forward, HCCS will align workforce needs with student interests to identify the most viable CTE classes and pathways.

Currently, HCCTS offers one Personal Finance course as part of our CTE program. We are looking to add a licensed real estate class, relaunch the culinary, welding, health services, early childhood education, and digital literacy classes in the new calendar year. Further efforts to expand CTE offerings revolve around business, community organization and school partnership. The redesign effort is just beginning, and involves identifying the leading businesses and industries in the Greater Sacramento Metropolitan that have job opportunities at liveable wages and can support workforce development pathway programs for students with industry aligned certificates. Community-based organizations are serving as intermediaries to facilitate employer and school-based connections, and later to provide adult mentors and internship opportunities for students. The redesign emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work based learning. New courses will be carefully vetted and released in phases.

Highlands Community Charter School currently offers one Personal Finance through the CTE program in 2025-26. To grow capacity and pathway offerings, our CTE program is entering a redesign led by a cross functional team. We are centering student voices and using labor market data and teacher input to shape offerings that put learners first. The plan emphasizes clear pathways based on local and regional employer needs, flexible schedules, strong language supports, and meaningful work based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

HCCS will have seven CTE programs in the 2025-2026 school year:

- Culinary Arts
- Digital Literacy and Multimedia
- Early Childhood Education (ECE)
- Medical Services
- Microsoft Office Specialist (MOS) Certification
- Personal Finance
- Real Estate

Culinary Arts

Culinary Overview

Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications

- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements
- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non-slip shoes for lab days

Work-based Learning
- Guest chefs, site tours, catering practice for school events, community tastings
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview
Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications
- IC3 Digital Literacy certification, where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School-issued certificate of completion with project portfolio

Digital Literacy Progress
- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements
- Completion of project-based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based Learning
- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress
- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview
Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language supports are embedded for multilingual learners.

ECE Target Certifications
- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements
- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning
- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress
- Hiring teachers for this program
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview
Entry-level health care services skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS CPR and First Aid
- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based learning
- Real world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investment. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work based learning
- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress
- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026

Personal Finance Progress
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics

- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview
Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications
- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements
- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning
- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress
- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability and Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions
- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next level training

Workforce Services
The Center for Workforce Solutions is located at the main campus on Hillsdale Blvd. The Center accepts both walk-ins and appointments and connects students to a variety of services including:
- Job fairs
- Job search services
- Assistance with CalJOBS
- Application help

- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- Referrals to partners and other external agencies
- Center for Workforce Solutions

Workforce Innovation and Opportunity Act
In 2014, the Workforce Innovation and Opportunity Act (WIOA) became law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs.

Under Ed. Code 47605.1(f)(1) HCCS provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.), now known as WIOA. HCCS partners with The Sacramento Education and Training Agency, the local workforce development board for Sacramento County. All students may only be admitted under the terms of an exclusive partnership agreement, which limits students to those 22 years of age or older.

Under Education Code 47605.1(f), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

Technology
HCCS students have varying levels of knowledge and experience with technology. Some students are very familiar and comfortable using computers and computer programs. Some students have excellent typing, composition, and internet skills, while others struggle to turn on a computer.

HCCS prioritizes and supports the use of technology in our learning environments because increasing experience and proficiency with technology contributes to successful educational outcomes and better career opportunities for 21st-century learners. Because digital resources can provide valuable benefits to our students, we design our learning programs to help them build digital literacy for the modern age.

One goal at HCCS is to help students integrate technology into their lives via classroom lessons, relevant examples, classwork, projects, and opportunities to improve communication skills. Technology standards and objectives are integrated into the curriculum and clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize key tools such as email and document sharing. HCCS expects teachers to use and adapt technology as appropriate to accommodate students' varying skill levels and educational needs. In addition, the IT Department and Digital Navigators

work diligently to support teachers and students who need assistance expanding their digital skills.

In recent years, HCCS has overcome complex challenges to ensure that its students, teachers, and school sites have equitable access to technology. With support from our IT Department, all HCCS classrooms now have access to the items listed below.

Equipment Available in HCCS Classrooms

Standard Equipment (All Classrooms)

- Projector onto whiteboard
- Document Camera
- Speakers
- 30 Chromebooks
- 30 over-the-ear headphones w/mic
- 1 Charging cart

Available upon Request (All Classrooms)

- Additional Chromebooks and headphones
- Projector Screen
- Student Earbuds

We believe that digital literacy will become increasingly crucial for student success in the 21st century, with benefits for academic achievement, career opportunities, and social engagement. Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, HCCS seeks to ensure that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society.

Student Services

Highlands Community Charter School has a unique opportunity to work with adult learners who have faced many life challenges. As a result, our students require a wide range of academic, career, and personal support to achieve their goals. In the 2025-26 school year, we have the opportunity to sustainably grow our student services staff, which faced staffing cuts during restructuring in the first part of the year. At the time of this material revision, we plan to develop an Intervention Coordinator role to support partnerships with community agencies. These agencies provide essential support well beyond what HCCS can offer, such as dental and medical services, nutrition, child care, housing support, and other necessities that will support their academic success.

Orientation/Student Onboarding

HCCS holds an orientation at the beginning of each year to help students become familiar with the school's policies, procedures, and programs, supporting student agency in making informed decisions about their academic plan. In August 2025, the orientation was expanded to provide additional clarity regarding updated academic policies, attendance requirements, the new five-period bell schedule, and our new curriculum, Savvas.

Navigators
To ensure equitable access to our programs, HCCS has employed dedicated staff members to ensure every student understands all the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators provide multilingual communication, academic and career support, and access to community resources. HCCS Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, as part of organization restructuring, the Navigators were released from their positions. HCCTS plans to redesign and reinstate the Navigator program, with staffing and implementation to begin by January 2026.

English Learner (EL) Services and New Student Supports
HCCS provides comprehensive support for new students and English learners. HCCS student services staff provide comprehensive orientation services that help students navigate the HCCS system. The academic supports are listed in the educational philosophy section. HCCS also provides native language support and cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology set up support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community.

Student Advisory Council
In the 2025-2026 school year, HCCS will establish two Executive Student Advisory Councils – one for the AM student cohort and one for the PM student cohort. In Fall 2025, the Chief Academic Officer (CAO) will meet with students nominated for the Advisory Councils. The first student advisory council meeting is set for mid-November. The Councils will meet quarterly with the Executive Director to contribute student perspectives on HCCS initiatives, increasing student agency, belonging, and leadership. The quarterly meetings provide consistent opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships
Highlands Community Charter School serves a very high-needs student population and has developed multiple partnerships with external organizations to address those needs. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:
- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce

- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of HCCS services. This includes connecting students to dental services, food banks, clothing, etc.

Student Support and Counseling
We are proud to have highly trained, compassionate counselors who support every student. Our counselors can provide assistance and information on many issues, including:

- Family issues
- Personal issues
- Conflict management
- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS, our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Plan for Students Who Are Academically Low Achieving
HCCS serves a historically underserved, adult student population—more than 90% of whom are socially and economically disadvantaged and many of whom enter the school significantly below grade level in English language arts, mathematics, and workplace readiness skills. As an adult high school and workforce development program, HCCS has always existed to provide extensive academic, linguistic, and socio-emotional supports to ensure that all students, especially those who are academically low achieving, receive the individualized instruction and wraparound services required for success.

Identification of Low-Achieving Students

HCCS uses multiple, high-resolution measures to identify students who require additional academic support:

- **CASAS Assessments (Reading, Math, Listening):** Administered upon enrollment and at regular intervals to establish baseline performance, monitor progress, and identify instructional gaps.

- **ESL-Level Assessments:** Provide fine-grained, standards-aligned data to identify specific literacy and numeracy skill deficits.

- **Attendance and Engagement Data:** Chronic absenteeism or inconsistent classroom participation are early indicators of academic difficulty.

- **Educational partner outreach:** As their own primary stakeholders feedback is solicited directly from students on how to improve their school experiences.

Differentiated and Individualized Instruction
Differentiation is a key tool in addressing academic achievement. Teachers adjust pacing, scaffolding, and instructional materials based on CASAS scale scores, ESL level, and demonstrated classroom performance. Strategies include:

- Targeted mini-lessons and reteach cycles

- Sentence frames, vocabulary supports, and guided reading for literacy-based needs

- Practice with real-world math tasks for numeracy development

- Flexible grouping for collaborative learning

Integrated English Language Development
Because a majority of low-achieving students are also English learners, teachers embed language development into all content areas using:

- Explicit academic vocabulary instruction

- Structured writing practice

- Oral language routines

- Visual, digital, and manipulative-based supports

Social-Emotional and Wraparound Supports
Many low-achieving adult students face barriers unrelated to academics. HCCS provides:

- Assistance with housing, food access, mental health referrals, and childcare resources

- Workforce services to help students connect coursework to short- and long-term employment goals

- Attendance monitoring and proactive outreach to address barriers such as transportation or work schedules

Plan to support students who are academically high-achieving

CTE Opportunities and Workforce Advancement

HCCS places strong emphasis on connecting academically high-achieving students to early career training. Supports include:

- Priority referral to CTE programs (welding, medical assistant, CDL, business technology, early childhood education, and others)
- Integrated academic–CTE projects that apply math, reading, and writing to real workforce tasks
- Career coach and navigator assistance to help students transition into training aligned with their goals

Students demonstrating readiness may enter CTE programs earlier in their academic sequence while continuing to complete graduation credits.

College Dual Enrollment
HCCS plans to support high-achieving students by resuming dual enrollment partnerships with local community colleges. These offerings are a topic of high interest and serve as an effective bridge between the high-support environment at HCCS and the wider academic community.

Monitoring and Support
Teachers and instructional leadership regularly review CASAS results, course performance, and student progress to ensure high-achieving students are consistently challenged.

Services for Students with Disabilities

Overview

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older. Therefore, it is not required to join a SELPA pursuant to Education Code 47641(a), either on its own or with a grouping of charter school LEAs as a consortium. As such, HCCS does not receive state and federal revenues in accordance with SELPA's allocation plan.

HCCS will continue to make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates governing service to students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). Students will receive information about Section 504 protections when enrolled in the program.

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services only through age 22, but HCCS integrates IDEIA principles as part of its mission to provide K-12 educational opportunities to adult students in compliance with all applicable laws. For students who provide the school with a copy of a previously approved IEP, the Student Success Team ("SST") will review the IEP and work with the student to

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

identify reasonable accommodations that provide equal access to the student's educational program, including a 504 plan if appropriate. HCCS will incorporate the student's reasonable accommodation needs into the student's educational plan as part of their individual learning strategy based on identified needs in the previous IEP.

Disabled students without a previous IEP may request reasonable accommodation by contacting school staff. Accommodation requests will be referred to the SST, who will evaluate the request, review the student's documented needs, and work with students in an interactive process to determine what accommodation is necessary to support their academic success.

504 services can also begin with a Response to Intervention based on academic challenges identified by Student Success Team members. The team will work with the student to identify individual barriers to academic success and create an academic support plan. If the student does not make satisfactory progress and consents to evaluation, they may be referred for evaluation under Section 504 of the IDEA. Any decision to deny or grant a reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEA, ADA, and the California Education Code.

HCCS does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation solutions offered by the school or propose a different alternative as part of the interactive process.

Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to HCCS's educational programs, as required by 304 C.F.R. 104.44. HCCS may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

In the 2024–2025 school year, HCCS completed a comprehensive WASC Self-Study that involved 12 internal focus groups and resulted in the development of a six-year WASC Action Plan aligned with LCAP goals. Over 200 staff members and nearly 100 students participated in the self-study process through these focus groups. In October 2024, a six-person WASC Visiting Committee conducted a three-day site visit, holding eight additional focus groups with staff and students. The committee visited 14 sites in person and reviewed 18 more virtually through pre-recorded tours. Following this extensive review, the Visiting Committee evaluated HCCS across 14 accreditation status factors, rating 11 as Highly Effective or Effective, 3 as Somewhat Effective, and none as Ineffective.

In March of 2025 WASC informed HCCS it was postponing its accreditation decision pending the result of the California State Audit. HCCS remains in probationary status as of September 2025. To ensure compliance with all program requirements, HCCS has developed a three-year plan to maintain its

WASC accreditation, including measures to reduce student-teacher ratios, improve professional development, enhance data tracking, and increase EL support.

Recruiting Qualified Teachers

Highlands Community Charter School recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs. More efforts will be made going forward to aggressively recruit and retain exceptional educators with both adult and k-12 credentials, given the unique population of students we serve.

UMass Global

Highlands Community Charter and Technical Schools is partnering with UMass Global to help our intern teachers earn a California Preliminary Teaching Credential. UMass Global provides advising, admissions support, and the required coursework, while Highlands provides a paid classroom placement, a site mentor, and job-embedded coaching. We also recruit and train Mentor Teachers—experienced educators who meet weekly with interns to co-plan, observe, and give feedback. University supervisors and site mentors conduct joint observations, so candidates get clear, consistent guidance as they complete clinical hours and state assessments. Our shared professional learning centers on HCCS priorities like integrated ELD, literacy across the curriculum, and effective use of adopted materials. The partnership is formalized in an MOU and builds a steady, well-supported pipeline of prepared teachers for our classrooms.

Transferability of Courses

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

Information about WASC accreditation can be found at HCCS’ website. HCCS is currently WASC-accredited on a probationary basis. Further determination will be made by the WASC commission in 2026.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)
"The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." (Ed. Code § 47605(c)(5)(C).)

Measurable Goals of the Educational Program

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The current LCAP is on file with the District and is also available on our website at http://hccs.hccts.org. The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed in the Charter, shall not be considered a material revision to the Charter, and shall be maintained by HCCS at the school.

Measurement of Progress
HCCS intends to implement 11th grade and begin administering state assessments during the 2025–2026 school year. Prior to this year, HCCS did not serve 11th grade students and therefore did not participate in CAASPP testing. Given the limited time remaining in the current charter term, HCCS will begin administering CAASPP assessments and analyzing baseline data; however, the school will not yet have sufficient longitudinal information to establish multi-year academic goals tied to CAASPP performance. During this initial implementation year, the Academics Department and the Accountability & Assessment Department will jointly review CAASPP results and use these findings to develop goals, targets, and instructional priorities for the subsequent charter term.

In the absence of historical state testing data, HCCS will continue to utilize existing internal and external assessments as the most reliable indicators of student achievement. Specifically, HCCS will maintain its use of CASAS testing to supplement CAASPP results and provide higher-resolution, ongoing measures of student progress. CASAS provides more frequent testing cycles and is better aligned with the

developmental needs of adult learners, enabling staff to identify skill gains, instructional gaps, and needs for pacing adjustments throughout the year.
While Smarter Balanced assessments (SBAC) and other CAASPP assessments are the state's primary measures of academic performance, their design presents unique limitations for adult education settings. CAASPP is intended to measure longitudinal growth across consecutive years of enrollment in traditional K–12 settings. In contrast, adult learners often return to school after significant educational gaps, may enter at grade 12 without any prior CAASPP history, and frequently do not remain enrolled long enough to participate in the grade-specific testing intervals for which CAASPP was designed. Additionally, adult learners are in a different developmental context than school-age children, further complicating the interpretation of CAASPP results as growth measures.

Therefore, while HCCS will fully participate in CAASPP testing, these assessments require augmentation to yield actionable information for instructional planning in an adult-serving charter school. CASAS and EL Civics assessments will continue to serve as essential tools for monitoring progress throughout the year and evaluating student skill development that may not be captured through CAASPP alone.

Subgroups
HCCS was founded to serve historically disadvantaged populations and consistently enrolls a student body that is more than 90% socioeconomically disadvantaged. Consistent with the school's founding mission, HCCS provides comprehensive support services to all students, exceeding what is typically available in traditional high school or adult education settings. Because of this mission-driven model and the unique demographics of HCCS's student body, the school has historically focused its performance monitoring on overall student performance rather than on traditional K–12 subgroup designations.

Beginning with the first year of CAASPP participation, HCCS will analyze performance across all required state-defined subgroups as reported through CALPADS. In addition to these standard subgroups, HCCS will augment its analysis by examining linguistic and cultural subgroups that are particularly relevant in an adult education context. For example, the CALPADS category of "White" includes large populations of English learners from Russia, Ukraine, Afghanistan, and other regions whose educational needs differ significantly despite being grouped together in state-defined categories.

To ensure equitable support for all learners, HCCS will review state testing results, CASAS data, and EL Civics performance through multiple analytical lenses. This approach allows the school to identify meaningful subgroup differences, understand the diverse needs of its students, and develop targeted strategies that address both state-defined and locally relevant subgroups.

Cycles of Inquiry
HCCS implements a structured, data-driven cycle of inquiry to ensure that instruction remains responsive to student needs and that gaps in progress are identified and addressed in a timely manner. This continuous improvement process integrates teacher-level, site-level, and schoolwide data and is supported by professional development, leadership oversight, and ongoing monitoring.

Teacher-Level Cycles of Inquiry
The CASAS Coordinator leads regular professional development sessions designed to build teacher capacity in data analysis and instructional planning. During these sessions, teachers review their class-

level CASAS data, examine patterns in student skill gains, and identify students who may require additional instructional support or targeted interventions. The CASAS Coordinator guides teachers in interpreting score changes, drill-down indicators, modality-specific patterns, and student persistence factors. Together, teachers and the Coordinator establish clear instructional priorities for the next cycle—such as reinforcing specific competencies, adjusting pacing, differentiating reading or listening tasks, or implementing targeted small-group instruction. These priorities are revisited in subsequent cycles to evaluate progress and refine strategies.

Leadership-Level Cycles of Inquiry

At a higher level, HCCS utilizes CASAS analytics provided through Schoolytics to monitor schoolwide and site-based trends. These dashboards allow administrators—including the CASAS Coordinator, site leaders, and the Chief Academic Officer—to analyze longitudinal score patterns, level completion rates, and the distribution of learning gains across classrooms and school sites. This broader analysis helps identify exemplary instructional practices as well as classrooms or programs that may require additional coaching, professional development, or resource allocation.

Integration and Continuous Monitoring

Findings from both teacher-level and leadership-level analysis are integrated into HCCS's ongoing instructional planning process. Priorities identified in each cycle inform PD offerings, coaching sessions, curriculum adjustments, and the deployment of academic supports. Subsequent CASAS and EL Civics assessment results are reviewed during the next inquiry cycle to determine whether interventions were effective or require further refinement. This structured, iterative approach ensures that HCCS's instructional program remains responsive, equitable, and closely aligned to the needs of its adult learner population.

Alignment With State Priorities

Alignment with State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold an appropriate and valid California Teaching Credential. These teachers may be fully credentialled or hold intern or emergency credentials as is appropriate to the teaching assignment. All teachers will be denoted as Fully Credentialed or Intern by CDE.
Method	Monthly Credential Monitoring. Each month HCCS will document the credentialing status of all teachers in a report accessible to TRUSD and HCCS

	leadership. Including an analysis of all temporary assignments and internships.
Measurement	Percentage of Teachers noted as Ineffective or Out-of-Field by CDE as reported in the annual SARC.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	Review and approve all instructional materials each summer before the start of the school year to ensure alignment with Common Core, CASAS, and English Language Proficiency objectives. Conduct a midyear materials audit to evaluate sufficiency, replacement needs, and alignment with evolving instructional standards.
Measurement	Confirm 100 percent student access to standards aligned materials by the first week of each academic term, verified through distribution logs and classroom inventories. Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119. Report annually on instructional materials sufficiency in the School Accountability Report Card and maintain documentation verifying compliance with state requirements

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At HCCS 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	**Provide quarterly professional development on standards aligned instructional practices**, ensuring teachers can effectively use diverse curriculum materials to meet varied student needs. **Conduct three implementation checks per year** (fall, winter, spring) to monitor curriculum engagement and instructional fidelity through classroom observations and teacher reflection logs.

Measurement	By August 30th each year, verify that 100 percent of core academic classrooms are equipped with Common Core aligned curriculum, confirmed through an annual instructional materials review conducted by the Executive Director or designee. Confirmed in the annual SARC.
Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	Measure EL students' access to academic content each trimester using course completion data, EL Civics assessments, and progress toward mastery of integrated ELD and Common Core learning objectives. EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Administer level exit tests and track EL Civics performance annually to determine whether English Learners are gaining academic content knowledge in alignment with program expectations. Monitor English language proficiency growth each semester using CASAS reading scores, measurable skill gains, and redesignation indicators to ensure every EL student demonstrates measurable progress.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of redesignation from Intermediate ESL to Adult Basic Education, measurable skills gains, and CASAS reading gains.

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for

schools, and how the school will promote parent participation. However as all HCCS students are 22 years and over HCCS will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through hosting at least five educational partner events.
Method	**Collect and analyze student feedback after each event** using qualitative and quantitative methods, with findings compiled within 30 days and incorporated into annual planning and the LCAP.
Measurement	Student feedback will be recorded, collated, and analyzed by HCCS staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Survey students in 10 more languages to promote engagement with school culture and receive actionable quantitative feedback, with at least 50% student participation.
Method	Each year HCCS will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population. Results will be analyzed and presented to the HCCTS Board with recommendations for LCAP priorities based on the results.
Measurement	HCCS will track the number and percentage of students participating in the survey.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for HCCS students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to HCCS students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.

Measurement	All community partner events will be assessed for engagement and impact including number of students engaged and the results will be reported to the HCCTS Board with recommendations for incorporation into the LCAP. Publish an annual summary of educational partner engagement in the LCAP by June 30, including event counts, participation levels, survey data, and key themes that informed schoolwide decision making.

STATE PRIORITY 4: Student Achievement **Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners**	
Subpriority A: Academic Achievement Metrics	
Goal	The school will analyze available CAST and CAASPP results and identify any subgroups performing below average. Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as quantified below in HCCS Academic Achievement Metrics with the goal of an annual 2 point increase in reading and math indicators.
Method	The SBAC will be administered for all 11th Grade students and CAST for all 12th grade students. All HCCS students take regular CASAS tests every 6-8 weeks. All 12th grade students have regular meetings scheduled with counselors and are provided a personalized graduation plan to ensure they graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.
Subpriority B: Standardized Tests (SBAC)	
Goal	Ensure all students and teachers are adequately prepared to engage with SBAC. 100% of teachers will receive training on SBAC. 100% of students will be informed of the SBAC testing window.
Method	Implement two mandatory trainings on Smarter Balanced assessment for teachers and paraeducators before January 30. HCCS will begin implementation of Smarter Balanced (SBAC) for 11th grade

	in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to HCCS and TRUSD. The CAASPP coordinator will conduct a review of training, timeline and results to be presented to the HCCTS Board in September of each school year.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports. The progress of English Language learners will be analyzed and reported in the HCCS annual progress report provided to TRUSD each year.

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	HCCS will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at HCCS. Students not meeting requirements will receive academic support and intervention.
Measurement	Monthly, quarterly and annual attendance reports, Periodic attendance rates will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	HCCS will reduce chronic absenteeism by 5% yearly.
Method	HCCS will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.

Measurement	As reported in Dataquest.
Subpriority C: Graduation Rates	
Goal	HCCS will monitor graduation rates to evaluate the progress of subgroups. HCCS will develop a plan to address the progress of all subgroups performing below the school average.
Method	HCCS will analyze CAPLADS graduate data and identify subgroups performing below average. The Chief Academic Officer will create an equity plan to address discrepancies. All HCCS 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The results of the graduation analysis will be presented annually to the HCCTS Board in September of each school year. This analysis will include a plan and target for each underperforming subgroup.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	HCCS will maintain a suspension rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will track student suspension in PowerSchool and report it in CALPADS.
Subpriority B: Pupil Expulsion Rates	
Goal	HCCS will maintain an expulsion rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will report student expulsion rates using CALPADS.

Subpriority C: School Climate	
Goal	HCCS will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of HCCSScommunity partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors including year over year trends in responses and rate of survey completion.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	Conduct an annual audit of the full course catalog by July 31 to verify that all required subject areas—including English, social sciences, science, mathematics, visual and performing arts, applied arts, and CTE—are available to students. Review all student schedules each semester to confirm that 100 percent of students have access to the courses needed for graduation and to ensure equitable access for English Learners, unduplicated students, and students with exceptional needs.
Measurement	Evaluate and update course outlines and descriptions annually by September 30 to maintain alignment with Common Core State Standards, ELP objectives, and EL Civics content areas. Monitor enrollment patterns quarterly to ensure that designated English support classes are providing integrated access to core content areas for English Learners and that course availability aligns with student demand. Publish an annual Course Access Report each January summarizing course

	offerings, student enrollment trends, access to designated supports, and any adjustments made to maintain compliance and alignment with state priorities.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy as measured by state testing scores and CASAS test.
Method	HCCS will implement the SBAC annually with the first test to be conducted in Spring 2026. All English learners will receive English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing
Measurement	HCCS will analyze initial ELA results for the SBAC and produce an analysis and plan to be presented to the Board in September of the 2026-2027 school year. Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All English language learners will participate in Civics education.
Method	Students will take 3 yearly EL Civics Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Method for Measuring, Analyzing, and Reporting Pupil Progress Toward Outcomes

Assessment

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level exit test	Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
HCCS assesses all students as part of the admission process. Non-native English speakers receive an internally developed placement test to determine English proficiency. Additionally all students receive CASAS testing to establish a baseline for academic achievement.

State Testing
In compliance with Ed. Code HCCS will offer the California Assessment of Student Performance and Progress (CAASPP) and the Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. HCCS also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to HCCS, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Physical Fitness Test (PFT)
HCCS acknowledges the importance of testing; however, the PFT was intended for children in grades: 5, 7, and 9. It was developed by The Cooper Institute to measure the fitness of youth. All of the healthy performance zones were determined by age and gender, ages 5-17+ and were norm referenced for the outcomes of children. HCCS believes that the PFT would cause considerable stress to adult students and its imposition would likely reduce the chances that adult students remain motivated to complete their education.

Student Growth
HCCS uses the Comprehensive Adult Student Assessment System (CASAS), a competency based adult assessment program validated by the U.S. Department of Education for use in adult education. While HCCTS is a K-12 institution there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at Highlands. The test series used by HCCS are listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 6-8 weeks. Testing is conducted via an application installed on HCCS Chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre- and post-testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ESL Students			
CASAS Reading STEPS	5.1 points	6.3 points	5.2 points
CASAS Listening STEPS	4.0 points	4.1 points	5.8 points
Adult Basic Education Students			
CASAS Reading GOALS	5.4 points	6.4 points	4.9 points

2			
CASAS Math GOALS 2	3.4 points	2.8 points	6.0 points

The data reveals several encouraging trends across both programs. For English Language Learners, CASAS Listening scores have shown steady year-over-year improvement, culminating in a significant gain of 5.8 points in 2024–2025—the highest in three years—indicating that recent adjustments to listening instruction are proving effective. Although reading gains dipped slightly this year, they remain above the 2022–2023 baseline, suggesting partial retention of prior improvements.

At the high school level, CASAS Math scores rose dramatically in 2024–2025, jumping from 2.8 to 6.0 points, signaling substantial progress in math instruction. ABE students also demonstrated consistently strong gains in reading from 2022–2024, reflecting effective literacy practices despite a slight decrease in the most recent year.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	60.38%	67.27%	55.07%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	75.78%	78.10%	80.73$
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	70.87%	73.84%	78.76%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.21%	70.21%	71.31%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	59.62%	68.13%	68.44%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	51.67%	64.01%	62.63%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	88.89%	75.00%	72.50%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	52.50%	61.26%	70.85%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	56.85%	60.32%	60.33%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	63.28%	71.19%	75.50%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	50.91%	52.74%	59.92%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	8.51%	0.00%	20.34%
	CA State target	36.50%	43.50%	TBD

Highlands Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
HCCS	42.3%	49.6%	57.8%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement. .

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
56.61%	64.68%	75%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 56.61% of students received both tests. This increased to 64.68% in 2023–2024 and rose again to 75% in 2024–2025. This steady improvement demonstrates HCCS's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing HCCS to better capture and respond to their academic development.

Teachers, counselors, and proctors at HCCS work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, HCCS is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, HCCS is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)
Integrated English Language and Civics (ELCivics) programs are designed to offer English language learners access to English language literacy instruction while learning crucial concepts for participation in the workforce and civic life in the United States. EL Civics assessments are developed according to assessment plans (COAAPs) supplied by CASAS and reported to the state via TOPSPro Enterprise, a state developed software tool.

For the past five years EL Civics assessments have been conducted through Google Forms. EL Civics data was collated and reported through automated Google API scripts. While initially cost effective the maintenance of an increasingly large dataset became impractical. In 2025 EL Civics implemented a pilot with Edcite to streamline the reporting process, improve the quality of the assessment, and to offer more accurate and detailed data tracking.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2022-2023	Employment	33.7	1407	951
2022-2023	Pharmacy	28.1	1695	1107
2022-2023	Education	13.5	1906	1503
	Totals			3561
2023-2024	Employment	33.9	2322	1830
2023-2024	Personal Finance	1.8	2351	1864
2023-2024	DMV	12.7	2522	2049
	Total			5743
2024-2025	Employment	33.8	5279	3270
2024-2025	Health and Nutrition	46.7	4573	3329

2024-2025	Education	13.6	2804	2216

High School Graduation
Graduation is the best way to identify course completion for high school students. At HCCS, graduation day is like a holiday worthy of celebration. It is the culmination of years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma and exit as a graduate. Since this happens on a very regular basis, HCCS provides more than one opportunity a year for students to celebrate and "walk the stage." HCCS holds graduation ceremonies every summer and winter. Each year, the venue has changed in response to graduation growth.

HCCS Graduation Rate
Historically, HCCS has used two graduation rates to track graduation: a one-year graduation rate utilized by DASS schools and the traditional 4-to-5-year cohort rate. The default method of measurement for graduation rate is the 4-to-5-year cohort rate. This measures the percentage of students who graduate in exactly 4 or 5 years after first entering the 9th grade.

HCCS faces a unique situation regarding its 4- and 5-year cohort graduation rate. Before 2021, English language learner students were designated primary students and enrolled in grades 1 and 2. In 2020-2021, all HCCS students were redesignated as high school students to better recognize their adult status. This resulted in a massive increase in 4-year cohort size. However, over 80% of these students still lacked basic secondary education skills, leading a very large number of students to spend extra time in the 9th grade as they develop their English language and academic skills.

Other students have entered HCCS with better English proficiency and more academic achievement in their countries of origin, leading them to graduate much faster. Students in the 2025 Winter graduation were enrolled for 2.5 years on average.

Students who graduate in 1-3 years are not reported as graduates for the graduation rate as presented on the California Dashboard until 4 years after their first entry in a high school. For example, if a student enrolls in the 2022-2023 school year and graduates in the 2024-2025 school year, they will not be counted in the published 4-to-5-year graduation rate until 2026-2027. Students who graduate in more than 5 years will never appear in the published 4-to-5-year graduation rate. So, an adult student who may have dropped out at 18 and finished their diploma at the age of 23 will not be represented in this graduation rate even if it only took them an additional year of school to complete their education.

For a school explicitly intended to serve alternative students who enter with an extremely wide range of educational backgrounds and levels of credit attainment, the cohort graduation rate is at very best a lagging indicator. In practice, it obscures rather than reveals the achievements made by students and the outcomes of the program. Furthermore, the proposed reduction in enrollment over the next five years will ensure that the cohort graduation rate will be at best highly unpredictable.

The chart below demonstrates the scale of the issue. While HCCS will continue to track and report the 4-year cohort rate, it will also track and report the 1-year DASS graduation rate to provide a more comprehensive picture of the outcomes of its academic programs.

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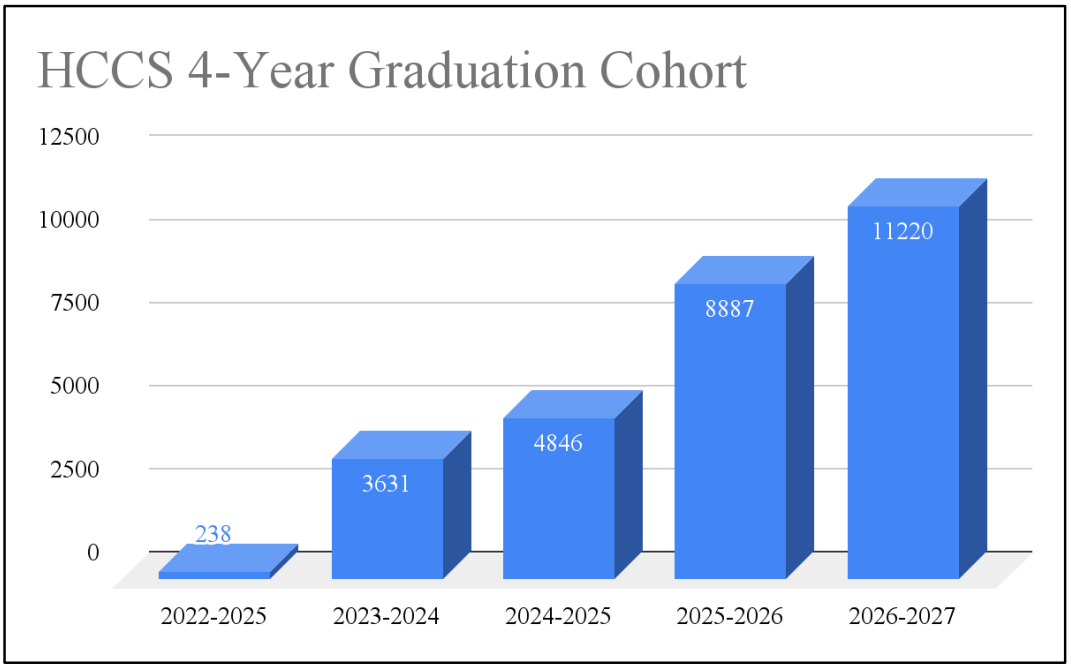

While the raw number of HCCS graduates has grown dramatically, only 176 of HCCS' over 800 graduates reported in CALPADS for the 2024-2025 school year will be accounted for in the published 4-year cohort rate.

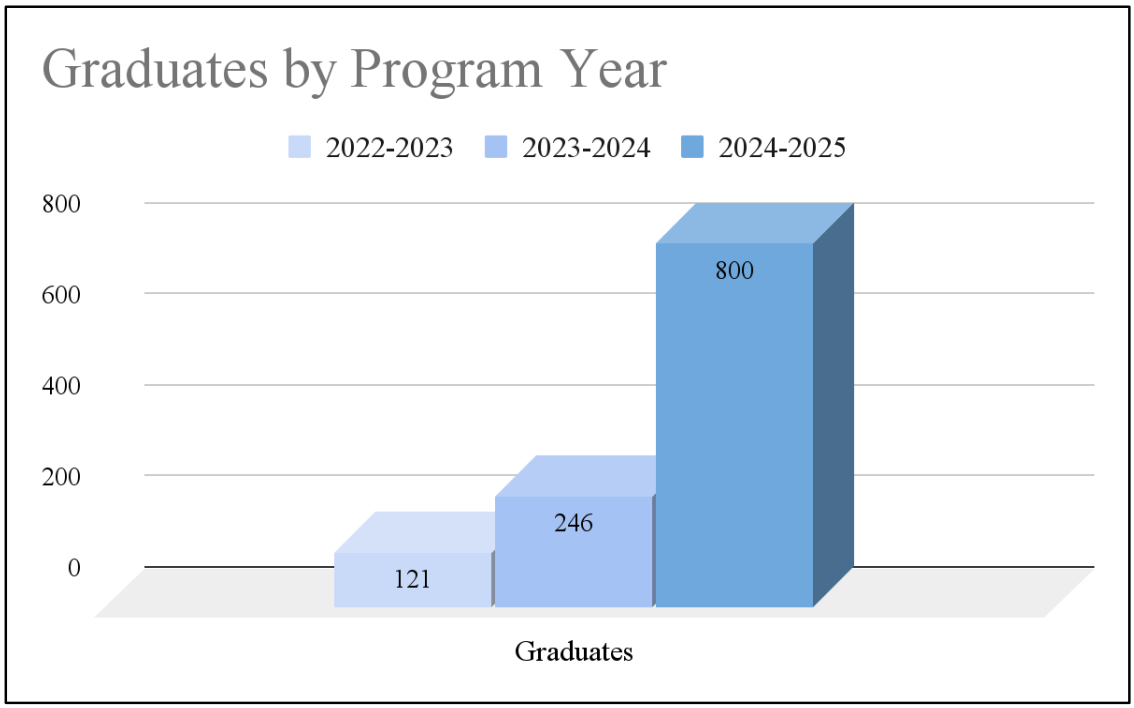

HCCS 1-Year Graduation Rate

HCCS students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition of this status, HCCS continues to track and report the 1-year graduation rate. The 1-year graduation rate is calculated as follows

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year (all students without 90 days cumulative enrollment)}}$$

2022-2023	2023-2024	2024-2025
22.8%	32.1%	55.5%

ESL Level Progress

English Language learners progress through courses designed to advance their English Language skills while giving them the opportunity to engage with increasingly in-depth standards aligned content. Level

3 (Intermediate) is a particularly significant milestone. Completion of this level indicates that the student is able to participate in High School with significantly reduced designated support.

Alternative School Status

HCCS is accountable to the California Department of Education to ensure that HCCS students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and, in many ways, fail to understand the needs of alternative students. As a result, the California Department of Education recognized alternative accountability measures for alternative schools.

In March 2015, HCCS adopted the Alternative Schools Accountability Model (ASAM), and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, HCCS has been accountable to the California Department of Education and adhered to the indicators set forth by DASS. In November 2024, HCCS agreed on a formal set of DASS metrics with Twin Rivers. In December 2024, however, HCCS was informed by the CDE that it would lose its DASS status. Despite this, HCCS will continue to track the agreed-upon metrics as Academic Achievement Metrics.

HCCS Academic Achievement Metrics
Academic Achievement
CASAS ESL
1. The percentage of HCCS English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
CASAS ABE
1. The percentage of HCCS high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
CASAS ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The percentage of HCCS English Language Learners in International High School Level 3

Academic Improvement
students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
CASAS ABE
1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels
1. The percentage of HCCS students with a CASAS pre- and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
CASAS ABE
1. The percentage of 12th-grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments
At HCCS, teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations

- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

Grading and Progress Reporting Systems
HCCS uses the grading system A, B, C, D, and NG. For GPA points, an A has a value of four points, a B has a value of three, a C has two, a D has one, and an NG has zero. Although teachers may add a plus or minus to a grade, they do not affect the students' GPA. Students must receive a letter grade of D or better to pass a class or earn credits. If a student receives a grade lower than a D, they must engage in additional work until they demonstrate sufficient effort and mastery to receive a D. Students receive grades after they finish a course, partial course completion, or at the end of a term, whichever comes first.

Evaluation Methods
At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios.

High school course completion is tied to end of unit and end of course assessments. Students must receive a minimum of 80% on all assessments to receive credit.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
HCCS uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's strengths and areas for growth, enabling timely and targeted academic support when needed.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at HCCS analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data inform decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention support. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

Retention
HCCS addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported through cooperation between academic staff, counselors, and classified staff. HCCS will ensure specific roles relating to retention and engagement are added to the organization as appropriate to enrollment and student needs.

Program Audit and TRUSD Oversight
HCCS will compile and provide an annual performance report to TRUSD. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by the HCCTS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on waitlists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Element D Governance

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." (Ed. Code § 47605(c)(5)(D).)

Governance Overview

Highlands Community Charter School (HCCS) operates as a directly funded independent charter school under HCCTS, a California nonprofit public benefit-corporation, in compliance with applicable California law. HCCS commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board.") The Board provides ongoing oversight of the Charter School's academic performance, financial health, and legal compliance. This oversight includes reviewing regular reports from the Executive Director and leadership team, approving budgets and audits, evaluating progress toward organizational goals, and ensuring that the school remains faithful to the terms of its charter. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, including the Executive Director. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

Board Composition and Membership

Board of Directors
Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California, and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter School's Board of Directors in July 2015.

Matt Levesque



Matt Levesque is a longtime educator who taught English and Career & Technical Education before serving as a Vice Principal and Principal at multiple school sites. His career has been defined by a commitment to supporting underserved and at-promise students, beginning with his work at a Continuation High School, where he later became Principal.

Matt helped expand student success pathways and played a key role in developing the Industrial Technology program at Highlands. He retired in 2024 and joined the Board in 2025 to support Highlands' mission to "Build Back Better."

Symia Stigler



Symia Stigler is a national leader in K–12 program design, attendance improvement, and workforce pathways. She previously served as Executive Director of the Attendance Institute and Deputy Director of Sacramento READS, where she led regional literacy, attendance, and youth development efforts.

Her expertise spans K–12 and postsecondary education, workforce development, multi-sector partnerships, and community-driven program design focused on improving outcomes for young people.

Pamela A. Pascual



Pamela Pascual brings extensive executive experience in organizational design, trauma-informed practice, governance, and community engagement. As CEO of Let's Talk About It Corp. (LTAIC), she has championed learner-centered reforms grounded in transparency, collaborative leadership, and strong support systems for adult learners and their families.

Her work reflects a long-standing commitment to elevating community voices and strengthening equitable, learner-focused education systems.

Board Member Selection Process

The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with HCCS's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code Section 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

HCCS will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes HCCS from approving the same pursuant to Government Code Section 1090, the Political Reform Act, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except that it can advance money for work-related expenses that will be reimbursed. Lastly, HCCS

promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings, and the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

Board Members shall complete annual Brown Act, conflict of interest, sexual harassment, mandated reporter training, and other mandatory training requirements.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.

Board members participate in retreats and trainings to support ongoing development and stay informed about key school initiatives. These sessions include updates on the State Audit, legal and financial compliance, and accountability and data monitoring. In the 2024 calendar year, the following board trainings and retreats were held:

- **March 15th, 2024-** Form 700 Training Provided by Young, Minney & Corr
- **August 24th, 2024-** Board Retreat- Strategic Planning, Gamification & The Brain, Future Data Analysis, Board Training Planning, Twin Rivers Oversight Reports
- **September 4th, 2024-** Board Training on Governance and Financial Oversight
- **October 31, 2024-** Collaborative Circles Board Training Session #1

Governance Structure

Highlands Community Charter School (HCCS) affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of HCCS, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the Charter School's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

HCCS has adopted a conflict of interest cod that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board, as further outlined in the Bylaws, include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.
- Attend ethics training (AB 2158).

The current County Conflict of Interest Code can be found in the appendix of this document.

Governance Procedures and Operations

<u>Meeting Requirements and Procedures</u>

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda includes time for community input regarding Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website at least 72 hours prior to any regularly scheduled meeting and at least 24 hours in advance of special meetings. Emergency meetings may be held without standard notice when immediate action is required. Meetings are held at the principal office of HCCS or other publicly accessible, non-discriminatory locations within California designated by Board resolution or meeting notice. Teleconferencing is permitted if the public can attend from all listed locations, and votes are conducted by roll call. Under AB 2449 (effective through January 1, 2026), Board members may also participate remotely under certain conditions without disclosing their location, provided public access is preserved. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available upon request. The Board meets regularly—typically monthly during the school year—and meetings are calendared annually, with rescheduling allowed for holidays.

Decision-Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision-making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC"), which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of Directors currently in office constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- Approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- Approval of certain transactions between corporations having common directorships,
- Creation of and appointments to committees of the board, and
- Indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals. To deepen partner input into governance, the Board of Directors may form standing or ad hoc committees, in accordance with bylaws and applicable law.

Committees may be formed to incorporate stakeholder feedback into educational policies and plans, establish workgroups to focus on tasks and objectives requiring sustained input and investigation, and liaise between the Board and community members and other partners.

Committees may include representatives from staff, students, or community partners where appropriate, ensuring the school's governance remains inclusive and mission-aligned.

Educational Partner Involvement

Educational Partner Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, HCCS makes every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback.

As part of its continuous improvement efforts, Highlands Community Charter School (HCCS) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 HCCS staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey, which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

HCCS' student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year.

In February 2024, HCCS held the Reading with Relevance event to gather information on the curriculum and its impact. Highlands engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, Highlands focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, Highlands concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. HCCS held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, Highlands hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, HCCS sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. HCCS has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, Highlands facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. HCCS engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, Highlands hosted educational partner events titled Your Voice Matters at 11 locations, compared to one location in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, HCCS gathered educational partner feedback from a total of 830, including 26 responses from students who enrolled in the Equity Initiatives program at the “Your Voice Matters” events, compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, HCCS engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, growth opportunities, and possible solutions. The responses were recorded in Google Forms. HCCS analyzed the data to identify growth areas and build the LCAP goals and actions. HCCS found a high level of consistency in climate surveys and educational partner responses. After careful review, HCCS used this feedback to determine where to increase and decrease spending.

HCCS encourages students and staff to attend, speak, and present at Board meetings; HCCS requests that students and staff complete various surveys. HCCS proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs, and HCCS is proudly responsive to the feedback it receives.

HCCS encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

Additionally, HCCS uses the school website to keep the students informed of all upcoming activities, important calendar items, and Board meeting minutes. HCCS promotes student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to the website via an Instafeed of social media content.

Element E Employee Qualifications

"The qualifications to be met by individuals to be employed by the charter school." (Ed. Code § 47605(c)(5)(E).)

Qualified Employment

HCCS shall recruit professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional support roles who align with the school's instructional philosophy, mission, and vision. In accordance with Education Code 47605(e)(1), HCCS shall remain nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic included in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or based on association with an individual who has any of the aforementioned characteristics.

All employees must possess the personal qualities, knowledge, and relevant experience outlined in the responsibilities and qualifications section of the posted job description, as determined by HCCS staff in coordination with Human Resources. HCCS staff and Human Resources personnel shall recommend applicants suitable for employment. Following the interview process, final approval shall rest with the Executive Director.

Executive Leadership 2025-2026

Executive Director, Jonathan Raymond
Chief Business Official, Matthew Lemos
Deputy Director/Chief Operating Officer, Teresa Cummings, Ph.D.
Deputy Director/Chief Academic Officer, Eric Chapman

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Administrative Services Credentials

HCCS supports and encourages leadership to obtain administrative services credentials through the CTC. HCCS currently partners with two programs to do this: the Sacramento County Office of Education and the San Diego County Office of Education. As of June 2025, 14 employees at HCCTS have participated in a preliminary and or clear administrative services credential program or have been accepted and will begin in the next cohort.

HCCTS administrators or employees who have completed or are currently enrolled in preliminary or clear administrative credential programs:

1. Eric Chapman, Deputy DirectorChief Academic Officer
2. Teresa Cummings, Ph.D. Deputy Director/Chief Operating Officer
3. Bindy Grewal, Ed.D., Director of Human Resources

4. Mayra Valdivia, Interim Director of Student Services~~Intervention Coordinator~~
~~5.~~ Andrew Michaud, Director of Instruction and Professional Learning
~~6.~~5. ~~Isa Cacho, Director of Student Services~~
~~7.~~6. Melissa Roberson, Director of Accountability and Assessment
~~8.~~7. Carol Zheng, Curriculum Coordinator
~~9.~~8. Niccole Scrogins, Interim Director of Performance Management and Continuous Improvement
~~10.~~9.
~~11.~~10. Khrystsina Talstyka, HCCS Principal

The following employees have been accepted to a preliminary administrative services credential through the Sacramento County Office of Education and will begin in the next cohort:

1. Catherine Thirkill, CASAS Coordinator
2. Vicki Neal, HCCS Principal

HCCS has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024-2025 school year, the Board Policy: 4115 Personnel Evaluation and Supervision outlined the maintenance of a comprehensive personnel evaluation policy to support continuous improvement, accountability, and alignment with the school's mission. This policy applies to all certificated and classified staff and outlines clear expectations for professional conduct, job performance, stakeholder engagement, and compliance. Evaluations are conducted annually and may include observations, self-assessments, performance appraisals, and goal-setting reviews, depending on the employee's role. Supervisors are responsible for providing timely feedback, maintaining documentation, and supporting employee growth. All evaluation records are kept confidential and stored in personnel files in accordance with privacy laws. For more information regarding Board Policy: 4115 Personnel Evaluation and Supervision, see the appendix.

Frontline is an integrated system used for payroll, employee evaluation, and professional learning management. As part of its evaluation functionality, the platform securely stores all employee evaluations and monitors performance trends over time. It facilitates a standardized evaluation process across the organization and provides automated reminders to supervisors regarding upcoming deadlines. All employees are required to review and electronically acknowledge their evaluations within the system.

Teacher Credentialing

HCCTS agrees that all teachers should hold a valid teaching credential for their certificated assignment in conformance with Education Code Section 47605(l)(1) and that classroom paraeducators should not be permitted to teach as the teacher of record or without the immediate supervision of an appropriately credentialed teacher without valid teaching credentials for their assignment. In prior years, teachers at HCCS held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

HCCS has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.
Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Instructional Paraeducators
Instructional paraeducators at Highlands Community Charter School (HCCS) play a vital role in supporting certificated teachers by providing instructional assistance and academic support in students' primary languages. To ensure all paraeducators meet minimum qualifications, HCCS requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, HCCS verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at HCCS go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. HCCS uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, HR is able to filter applications based on minimum qualifications. Only employees who meet these requirements are eligible for interviews. HCCS BP 4111 outlines the hiring process for external candidates. As part of the pre-employment job application, candidates are asked about their relationships to other employees in order to ensure that no relatives are involved in the hiring decisions and that family members do not report to each other.

HCCTS Hiring and Anti-Nepotism Policy
HCCTS has adopted Board Policy 4212.8, prohibiting relatives from participating in hiring or evaluation processes involving family members to address concerns about nepotism and favoritism. Interviewers must complete disclosure forms, and job postings, evaluations, and offers are now tracked and reviewed centrally by the HR department to ensure consistency and equity.

Organizational Chart & Job Descriptions
HCCTS regularly updates the organizational chart for accuracy based on the roles and structures needed within the organization. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process
The hiring process at Highlands Community Charter School (HCCS) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact, and is reviewed weekly by the Executive Cabinet. Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and communicates the posting status to the hiring manager. This step ensures that each job opening is intentional, well-defined, and appropriately authorized.

Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

Employee Positions and Qualifications

Employee Positions
See Appendix for the 2025 Organizational Chart.

Professional Development
In the 2024–2025 school year, HCCS adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with HCCS's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

HCCS offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. HCCS evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, HCCS offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. HCCS provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

Highlands Community Charter School (HCCS) recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While HCCS offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of HCCS. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following
That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

That the school safety plan be reviewed and updated by March 1 of every year by the charter school." (Ed. Code § 47605(c)(5)(F).

Health and Safety Policies and Procedures

Custodian of Records

HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

Promoting Student Health and Wellness

HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

Emergency Operations Guide

The Emergency Operations Guide for Highlands Community Charter School (HCCS) is a comprehensive manual that outlines the protocols, procedures, and responsibilities necessary to ensure the safety and well-being of students, staff, and visitors in the event of an emergency. Designed to comply with California law, the guide establishes HCCS staff as disaster service workers and provides step-by-step instructions for responding to a wide range of emergencies—including natural disasters, active shooter situations, hazardous material releases, and more. It includes critical contact information, evacuation procedures, communication tools, and detailed roles within the Incident Command System, ensuring a coordinated and effective response to any crisis. All staff are required to review the guide annually and be prepared to carry out assigned emergency duties. For more information about the emergency operation guide, please refer to the appendix.

Board Policies

- 5125 BP Student Records
- 5131 BP Student Conduct

- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

Social and Emotional Support and Guidance
Teachers, counselors, and all staff members who engage with students are expected to listen actively, provide support, demonstrate empathy, and guide students in developing healthy social and emotional skills. Maintaining an open-minded, trustworthy, and respectful approach is essential to fostering student well-being. HCCS is also committed to identifying students in need of mental health support and actively collaborates with community mental health organizations to connect students with appropriate resources and services.

Staff Safety Training and Protocols
HCCS staff are trained annually in active shooter response protocols, aligned with the procedures outlined in the School Safety Guide and emergency response reports. These trainings are complemented by regular campus-wide drills and communication system tests to ensure preparedness and coordination across all school sites. In addition to emergency preparedness, all staff participate in annual CPR and first aid certification, as well as any additional health and safety training required by state or federal guidelines. Staff contracts reflect agreement to comply with these safety procedures.

Student Drills and Emergency Procedures
To promote student safety and readiness, HCCS conducts fire drills and evacuation drills regularly throughout the academic year at all school sites. These drills are documented and reviewed to ensure efficiency and compliance with fire code and safety regulations.

Academic, College, and Career Counseling
Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). Counselors offer college and career counseling through individual and group sessions.

Background Checks
HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to

employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting
In accordance with EC § 44691 all HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees and other persons working on behalf of HCCS who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination
HCCS shall adhere to existing state laws regarding tuberculosis screening of employees. HCCS requires a tuberculosis risk assessment and, if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations
HCCS shall adhere to all applicable laws and existing Board policy related to legally required immunizations and health-related issues for both employees and entering students at HCCS.

CPR/First Aid Training
All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School
The Charter School shall adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes
The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking
The Charter School will provide accessible information on human trafficking prevention resources for our adult learners, as well as parents and guardians of students in grades 6-12, in accordance with EC 49381.

Menstrual Products
The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms
As required by EDC § 35292.5, on or before July 1, 2026, HCCS will provide and maintain at least one all-gender restroom available at all sites.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grade 12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

Mental Health Education
If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, et seq.

Mental Health Information
The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- A discrimination and harassment policy consistent with Education Code Section 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning
- The rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents
- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds

- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose
- Procedures to notify students, parents and guardians of pupils, teachers, administrators and school personnel when the school confirms the presence of immigration enforcement on the schoolsite.

The CSSP is a detailed, annually updated strategy for preparing for, responding to, and recovering from various emergencies and ensuring a safe learning environment for students and staff. This plan assesses campus risks, addresses potential safety concerns and threats, and outlines procedures for safety-related incidents

More information about the Comprehensive School Safety Plan can be found in the appendix.

Emergency Preparedness
Highlands Community Charter Schools shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. The handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Site Administrator and, if there is merit to the concern, the Site Administrator shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens
Highlands Community Charter School adheres to state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious disease control plan designed to protect employees and students from possible infection due to contact with blood-borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment
HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure
HCCS utilizes an anonymous complaint process through a third-party vendor called Navex.

Navex

In the 2024-2025 school year, HCCTS partnered with Navex One to improve the process for receiving anonymous complaints and concerns from employees.

Navex is a vendor that allows employees to submit anonymous or non-anonymous complaints to employers. The school's goal for the use of Navex is to ensure clear communication regarding unethical or illegal activities within the organization while remaining anonymous and confidential. Employees can access Navex in three ways:

- By calling a phone line that is connected to HCCTS
- By accessing a website using a computer and a URL
- By scanning a QR code with a cell phone camera

Each Navex case is documented and then shared with the HCCTS Human Resources Department, where each case is investigated. Once enough information has been collected, the case is finalized, and actions are taken. This system has improved communication between employees and HR and has allowed improved transparency in reporting.

Discrimination and Harassment Policies and Procedures
HCCS is committed to providing a charter school free of discrimination, harassment, and retaliation. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of HCCS's sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools," an online program.

HCCS is also committed to providing a workplace free of discrimination, harassment, and retaliation based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or based on a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation.

HCCS uses policies adopted by the Board regarding discrimination and harassment (including employee-to-employee, employee-to-student, student-to-employee, and student-to-student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously

display the poster in each bathroom and locker at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. HCCS adheres to laws specific to charter schools on the local and state levels regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice
The Charter School shall comply with requirements of Ed. Code § 49392 to annually provide information about the safe storage of fire arms. Annually at the beginning of the first semester, the Charter School shall distribute a notice to each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete with an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of EC § 39837, if applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Title IX
HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location on its website the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specified in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Achieving and Maintaining Student Population Balance Plan & Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves. HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220. (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and recruitment strategy to ensure that all students are informed of the educational opportunities available. These efforts will be ongoing throughout the year and will be designed to reach a broad and diverse audience. In alignment with HCCS's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods will be employed to promote equitable access and inclusive outreach.

The primary method utilized to recruit students with various backgrounds is collaboration with our community partners. Each partner serves a unique population that would benefit by having access to a high school educational pathway for its adults. Collaboratively with our partners, we communicate with their communities about the Charter School, the services offered, and how they would benefit by enrolling and earning their high school diploma.

Another method we utilize is by utilizing the United States Postal Service's (USPS) Every Door Direct Mail (EDDM) service. Organizations that utilize this service are able to send via USPS mass mailers to all homes within a postal route in a chosen zip code. Prior to selecting zip codes and postal routes, Charter School administrative staff review the demographic data within EDDM's search tool. The tool provides all of the following data on the postal route: number of residences, number of businesses, percentage of the population that is aged 25-34, average household size, and average household income. Charter School administrative staff can also review data from the United States Census Bureau (USCB), which provides zip-code-level data on estimated population by age, race, ethnicity, school enrollment, languages spoken at home, employment status, employment industries, and poverty status. Data from EDDM and USCB can be used to select target zip codes for the EDDM service. Post cards and/or fliers describing Charter School requirements and services are sent to select zip codes.

Each year, HCCS analyzes enrollment trends in order to optimize efforts to recruit and retain students. An informal designated committee, composed of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem-solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of the valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS may allocate funds for advertising, particularly as a strategy to increase student enrollment. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Advertising campaigns must be pre-approved and fit within an annually reviewed budget that may not exceed 1% of the overall school budget without Board approval. Approval levels for advertising expenditures are tiered by amount, with campaigns over $100,000 requiring direct Board authorization.

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive Director and an annual summary to the Board. For more information about the Board Policy 1325, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code Section 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Assurances

Highlands Community Charter School shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code §47605(e)(2)(B)(iv)) and **shall not limit access** for pupils protected by Ed. Code §47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or economically disadvantaged pupils, or foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- Not discourage enrollment in the charter school or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code §47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; HCCS may request only the information necessary to apply any admissions preferences stated in the charter.

Admission and Enrollment Requirements

HCCA shall be nonsectarian in its programs, admission policies, and all other operations. HCCS will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. HCCS shall comply with all applicable laws governing minimum age requirements for registration in charter schools. HCCS shall not use any test, assessment, or interview to determine a student's eligibility for

admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission. In accordance with Education Code § 47605(e)(4) HCCS will make available the CDE Complaint Notice and Form available during the application process and during the enrollment process, prior to the finalization of enrollment. This form will also be posted on the Charter School website.

HCCS admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- HCCS Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of an online student application form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

The nature of adult education and the diversity of backgrounds served by HCCS mean that differentiation and scaffolding to ensure that all students are able to participate throughout the year. Students who are admitted after the school year begins will join the classes in progress. Teachers assess the students' content knowledge to determine an integration plan. Students who need additional knowledge to catch up to the class are provided additional support and scaffolding from their teachers. These students also receive support from paraeducators, reading specialists and literacy specialists.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, HCCS only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The SETA or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements." HCCS will provide the District

with documentation that confirms SETA or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California may be admitted.

HCCS Proposed Lottery Process
If the number of applications exceeds the enrollment capacity, admission will be determined by a random lottery process. HCCS will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Howe Campus located at 1111 Howe Avenue, Sacramento, CA 95825. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the HCCS Howe location and on the Highlands Community Charter School official website.

The following enrollment preferences will apply in the event of a public random drawing:

1. All students currently enrolled in HCCS
2. Non-youth residents of TRUSD; as defined by WIOA as those 22 years of age or older
3. All other residents of TRUSD
4. All other applicants

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated immediately after the lottery through a mass SMS notification.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the

waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the HCCS website. HCCS advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

"The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." (Ed. Code § 47605(c)(5)(I).)

Annual Audit Procedures

Contracting with an Independent Auditor

Highlands Community Charter School (HCCS) conducts an annual independent fiscal audit in compliance with Education Code Sections 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the HCCS Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline

The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. HCCS is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the HCCS Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. HCCS aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Audit Committee Review & Board Action
The HCCS Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, HCCS submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
HCCS aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies
Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation

determination notice, involuntary transfer notice, and other documents and related information." Education Code Section 47605(c)(5)(J).

School Climate and Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and ensure campus safety. The policy is closely aligned with California Education Code Section 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

HCCS Discipline Philosophy

Highlands Community Charter School prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist with addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.

- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Classroom teacher(s)
- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting.

The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member

An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate

these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Case Management
It is very important to clearly define on the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:
- meeting with the student and with the teacher regarding the action plan
- making phone calls and/or sending reminder notes to team members regarding action items,
- and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source
The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

Student/Family Support
Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Ongoing monitoring of student progress
At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development
Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for

undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], detention during and after school hours, community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions

HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension and Expulsion

Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which incudes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew

packets and betel. This section does not prohibit the use of his or her own prescription products by a student.

I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.
Q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial

disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network internet website, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.
    1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
        iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
        i. A message, text, sound, video or image.
        ii. A post on a social network internet website including, but not limited to:
            a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
            b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
            c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.

iii. An act of cyber bullying.
   a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
   b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).
V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence.
W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Expulsion Offenses

Mandatory Recommendation for Expulsion

Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion

Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter

medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.

D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Out-Of-School Suspension Procedures

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor, or Charter School employee who referred the student to the Executive Director and/or Chief Academic Officer and Instruction or assigned designee.

The conference may be omitted if the Executive Director and/or Director of Instruction & Professional Learning or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her, and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness

statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students
A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student, and all needed materials will be left in the front office.

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process
Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or the Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the Chief Academic Officer or the Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

<u>Expulsion Procedures</u>

Rules and Procedures for Student Expulsion
Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student

should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Instruction & Professional Learning (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Instruction & Professional Learning, or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Instruction & Professional Learning or the Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Director of Instruction & Professional Learning or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision on whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose primary language is other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
HCCS may, upon finding good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim with a room separate from the hearing room for the complaining witness's use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness. The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both support persons are also a witness, HCCS must present evidence that the witness's presence is both desired by the witness and will be helpful to HCCS. The person presiding over

the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.

7. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence to be heard. Before such a determination regarding an extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel, or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Instruction & Professional Learning or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Instruction & Professional Learning or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS, as the HCCS Board's decision to expel shall be final.

Expelled Students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

<u>Rehabilitation Plans</u>

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date

not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Certificated, Classified, and Other Staff Members

All full-time certificated employees at Highlands Community Charter School participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system, based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

HCCS employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the HCCS Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with HCCS may affect their eligibility for continued participation in a previous retirement system.
The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, HCCS offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, HCCS's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through HCCS's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The HCCS Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency. This information is also communicated to students through orientation and registration staff, who are available to answer questions and provide support in multiple languages as needed.

While K-12 attendance alternatives are limited for adult students there are a number of adult education programs that may serve to meet adult students' educational needs.

Sacramento City Unified School District (SCUSD): The Charles A. Jones Career and Education Center offers academic and career training, including ESL, US citizenship classes, and high school completion. It also provides online career training programs in areas like business, health, and computer science, with financial aid available for qualified students.
Twin Rivers Adult School: Offers ESL, adult high school, and career education programs, including those in skilled trades and workforce preparation.
Elk Grove Adult and Community Education: Provides workforce training and other educational opportunities, including paraprofessional certification and support for job seekers.
Natomas Unified School District Adult Education: Provides opportunities for college and career readiness, GED and high school diploma preparation, ESL, and US citizenship classes.
Folsom Cordova Adult School: Located in Rancho Cordova, this is another school within the Capital Adult Education network.
Encina Adult Center: Located in the Arden Arcade area, this center offers a range of academic and career training classes through the San Juan Unified School District.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

HCCS has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

HCCS shall be deemed the exclusive public school employer of the employees of HCCS for the purposes of the Education Employment Relations Act ("EERA"). HCCS shall comply with the EERA.

HCCS is independent from Twin Rivers Unified School District, and any District employees who choose to work at HCCS shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by HCCS shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with Twin Rivers Unified School District.

HCCS will develop and maintain an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, HCCS shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any HCCS teacher or employee.

HCCS will provide all instruction exclusively in partnership with the Greater Sacramento Urban League

(GSUL). Per Education Code, all education provided by HCCS to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in HCCS. The Partnership Agreement between HCCS and GSUL will detail the terms required for clients of GSUL to join HCCS.

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Written Notification of Mandatory Dispute Resolution

Disputes Arising from within HCCS

It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS, which do not involve TRUSD liability or issues of student health or safety, will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious timelines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests TRUSD's involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD

HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement, which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Dr. Steven Martinez
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652

Jonathan Raymond
Highlands Community Charter School
1111 Howe Ave, Suite 540
Sacramento, California 95825

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol
HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(g) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code Section 47607.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify TRUSD, within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such a decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. §

1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as it is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33. On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS. Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Element P Additional Provisions

Facilities

"The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." (Ed. Code § 47605(h).)

Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and usable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

Locations

Highlands Community Charter School's main campus is located at 5655 Hillsdale Blvd, Sacramento, CA 95842. HCCS students are served at 12 locations around the greater Sacramento region in the 2025-2026 school year. HCCS locations include the following:

HCCS Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827

Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

Annual Operational Agreement
HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational, and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

Operational Powers and Liabilities
HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

Insurance Coverage
HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters
The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. (Ed. Code § 47605(h).)

Funding
HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

Fiscal Strength
HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections, see appendix.

Budgets and Cash Flow
A five-year budget and financial projections are included in the appendix. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

Financial Reporting
HCCS will provide reports to TRUSD as follows, as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by TRUSD:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.
- By July 1, an annual update (LCAP) is required pursuant to Education Code Section 47606.5.

- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the CDE to the extent and in the manner specifically required by law or regulations

applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the 2024-2025 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

Annual Review and Notice to District of Change in Status
HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

Regulations and Compliance
HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus, we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. We will do so responsibly and with accountability.

Technology
HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education. Recognizing that there is always a cost-benefit tradeoff when using technology, HCCS will purchase hardware, software, and services based on the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

Term of Charter
The term of this charter shall begin on July 1, 2019 and expire June 30, 2027.

Amendment of Charter
Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation
Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability
The manner in which administrative services of the charter school are to be provided. (Ed. Code § 47605(h).)

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Potential Civil Liability Effects
Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(h).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in lieu of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

Neither Greater Sacramento Urban League nor any other WIOA service provider in partnership with HCCS receives any type or amount of apportionment. Furthermore, these partners do not operate as an adult school program.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fundraising activities, private donations, other public grants, or any other source of income developed by the Charter School.

Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books

are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District's in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

APPENDIX

A. Organizational Chart Updated September 18, 2025

a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026

a. Executive Director, Jonathan Raymond
b. Deputy Director/Chief Operating Officer, Teresa Cummings, Ph.D.
c. Deputy Director, Chief Academic Officer, Eric Chapman
d. Chief Business Officer, Matthew Lemos
e. Director of Human Resources, Bindy Grewal, Ed.D.
f. Interim Director of Student Services, Mayra Valdivia
g. Director of Fiscal Services, Diana Gonsalves
h. Director of Instruction and Professional Learning, Andrew Michaud
i. Director of Accountability and Assessment, Melissa Roberson
j. Interim Director of Student Services, Mayra Valdivia Valencia

C. Leadership Job Descriptions

a. Executive Director
b. Deputy Director/Chief Academic Officer
c. Deputy Director/Chief Operating Officer
d. Director of Student Services
e. Director of Instruction & Professional Learning
f. Director of Human Resources Job Description (03-14-2023) Approved
g. Director of Accountability and Assessment
h. Director of Career Pathways and Partnerships
i. Chief Business Official (CBO) 10-03-2024.pdf
j. Intervention Coordinator
k. CASAS Coordinator
l. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2025

a. HCCTS Bylaws 2025
b. 5111.5 Disenrollment and Involuntary Removal
c. 5113.1 BP Attendance Enforcement
a. 5120 BP Satisfactory Academic Progress
b. 5131 BP Student Conduct
c. 6164.5 BP Student Success Teams
d. 4112.2 BP Credentialing Requirements Communications
e. 4331 BP Administrative Credential Reimbursement
f. 3581 BP Data Retention and Record Management
g. Comprehensive School Safety Plan
h. 5144.1 BP Suspension and Expulsion
i. 2025 Emergency Operations Guide
j. 1325 BP Marketing: Advertising and Sponsorship Policy
k. 4115 BP Personnel Evaluation and Supervision

l. 3100 BP Budget Development and Oversight
m. Employee Handbook
n. Conflict of Interest Code

F. Fiscal Documents 2025-2026

a. First Interim Budget Update
b. HCCTS Budget Presentation Board Meeting June 12, 2025- multi year projections

G. Operational Schedules and Resources

a. Departmental Schedule August 7th 2024 PD

H. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

I. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS Intent to Revoke Response



January 02, 2026

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Notice of Violation: Grade Levels

HCCS has committed to returning to serving the grade levels outlined in its charter.

TRUSD Review	HCCS Response	Evidence
Tardiness in responding to the Material Revision requirement.	HCCS acknowledges that the original charter petition stated that HCCS would serve grades 1, 2, and 12 and has been serving grades 9, 10, and 12 without a material revision. HCCS will return to serving grades 1,2 and 12.	On 1/2/26 HCCS submitted a plan to realign to grades 1,2 and 12 entitled Academic Grade Configuration and High School Designation (see Attached).

Notice of Violation: Locations

HCCS originally proposed operating at 14 student serving sites and 3 admin sites in its material revision. However, HCCS is now proposing to operate at 13 student serving sites and 2 administrative sites. These sites are accurately reflected in the HCCS material revision. If TRUSD approves the HCCS material revision, the locations violation will be resolved. If HCCS material revision is not approved, HCCS will return to only sites approved in MOU Amendment #3.

TRUSD Review	HCCS Response	Evidence
Tardiness in responding to the Material Revision requirement.	HCCS acknowledges that MOU Amendment No. 3 between TRUSD and HCCS, dated	HCCS revised material revision board approved

	01/25/24 contains a list of approved sites where TRUSD has agreed to allow HCCS to operate. HCCS acknowledges operating sites not listed in the MOU Amendment No. 3 and has drafted the HCCS material revision with updated sites that clearly shows which sites HCCS is currently operating in for both serving students and providing office space for staff. All sites outside Sacramento County have been eliminated. HCCS hopes that the material revision will be approved by TRUSD and the issue will be resolved.	1/2/26. HCCTS updated board policy for opening and closing procedures which now includes authorizer approval for the addition of any new site, board approved by HCCTS on 12/02/25 and sent to TRUSD on 12/02/25.
Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees.	HCCS is committed to aligning with TRUSD for operating only within the approved sites. If TRUSD denies the HCCS material revision, HCCS has a plan to return to the HCCS locations approved in MOU Amendment No.3. If the material revision is approved, HCCS will operate at the new approved locations. As a result, this issue is fully remedied regardless of whether TRUSD agrees to the material revision or compels the charter school to only operate at facilities included in MOU Amendment No. 3.	HCCS drafted a detailed plan which outlines how HCCS will return from the sites where we are currently serving students back to MOU Amendment No. 3 sites. This was sent to TRUSD on 11/20/25. HCCS drafted another detailed plan which shows where and how HCCS will close sites between January to June of 2025, consistent with the locations approved in the material revision. This was provided to

		TRUSD on 12/01/25. The HCCTS Board of Directors will be revising the closure plan on January 8, 2026 to reflect the additional site closures contained in the revised material revision (See attached revised material revisions).
If the Material Revision is not approved, TRUSD would require further actions to cease operations and address ongoing expenses at the locations not listed in the MOU Amendment No. 3.	HCCS is committed to aligning with TRUSD for operating only within the approved sites. If TRUSD denies the HCCS material revision, HCCS has a plan to return to the HCCS locations approved in MOU Amendment No.3. Regardless of which sites are approved by TRUSD, the school is committed to reducing its facilities costs in alignment with its lower enrollment, and has developed a plan to generate significant savings through termination of now unnecessary facilities leases.	

Notice of Violation: Independent Audit Report

HCCTS contracted with Eide Bailly to conduct the 2023–24 audit. While a draft was provided on May 9, 2025 and again on October 10, 2025, the process was significantly delayed due to a combination of external and internal factors which include:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work.

- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections, and

- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

The report however is now complete, and has been filed with the District.

TRUSD Review	HCCS Response	Evidence
HCCS provided a draft of the reports on 10/10/25.	The delay in providing the independent audit is due to factors largely outside of HCCTS' control. HCCTS contracted with a vendor approved by the State Controller to produce the audit in a reasonable time frame, and that vendor did not deliver a completed product in a timely way. As delays have mounted, HCCTS has taken every step possible to produce a completed audit. In order to comply to the extent possible, HCCTS has provided TRUSD with two drafts of the audit as supplied by Eide Bailly. On 12/02/25 HCCTS sent an email to Eide Bailly accepting the independent audit	HCCS sent TRUSD a comprehensive list which contained all the communication HCCTS had with Eide Bailly from 2023-2025. HCCS sent TRUSD a letter from Eide Bailly regarding State Controller and State Auditor dated 04/17/25. HCCS sent TRUSD a legal letter HCCTS had

	produced by Eide Bailly for HCCTS for the 2023-2024 school year. The audit report was finalized by Eide Bailly on 1/1/26.	drafted by legal counsel at YM&C, which was sent on 9/11/25, demanding that Eide Bailly release the audit. See attached audit report.
Although HCCTS has taken action to resolve the issue, this item remains open until the final audit report is received	HCCTS has now accepted the final audit draft, and it has been filed with the District.	HCCTS sent TRUSD Independent State Audit completed by Eide Bailly for HCCTS on 05/09/25. HCCTS sent TRUSD the updated Independent State Audit for HCCTS on 10/08/25. HCCTS sent TRUSD Document requests from Eide Baily that were fulfilled by HCCTS. The audit report has been filed with the district.

Notice of Violation: Instructional Minutes

TRUSD Review	HCCS Response	Evidence
The legitimacy of its practices during the audit period remains unresolved pending a decision from the Education Audit Appeals Panel	HCCS has taken several actions to improve attendance policies and procedures to ensure that HCCS meets the minimum number of instructional minutes. Among these items are: implementing a five period bell schedule where teachers take attendance for each period, moving to one attendance track, and reducing class sizes through enrollment caps. The report by the California State Auditor found no evidence of fraudulent attendance. The State Auditor's determination that HCCS was ineligible for apportionment rests on its interpretation rests on an untested interpretation of the requirement that the school "must require the student to attend at least 80% of the minimum required instructional minutes at the school site." HCCTS acknowledges that multiple academic calendars for the 2025-2026 school year have been presented and approved by the HCCTS Board of Directors. These changes were primarily due to changes in the start date of HCCS academic year and modification of the	HCCTS sent TRUSD the 2025-2026 Academic School Calendar HCCS sent TRUSD the 2025-2026 five-period bell schedule HCCTS sent TRUSD the Instructional Minutes Calculations for the 2025-2026 school year HCCS sent TRUSD Class Size Reports on 08/21/25. HCCS sent TRUSD complete class rosters for all HCCS teachers on 10/30/25. HCCS sent TRUSD Open Seats Report on 10/30/25.

	professional development schedule. While HCCTS provided updated calendars to TRUSD via email and the Smartsheet uploader, HCCTS understands that this may have led to confusion for TRUSD regarding which calendar was accurate. HCCS' most recent board-approved calendar is going back to TRUSD on 12/02/25 with an updated instructional minutes calculation that shows a total of 65,889 minutes for the 2025-2026 school year. The change includes a reduction of 2.5 professional development days to meet the instructional minutes.	HCCS sent the revised academic calendar and minutes calculations to TRUSD on 12/2/25.
The adequacy of the response remains unresolved due to the pending audit appeal and the lack of independently verified evidence that students met the 80% in-person instructional time threshold	HCCTS is appealing the finding that it was not eligible for apportionment. HCCS made substantial efforts to encourage student attendance and to ensure students had access to education at the school site for 100% of the required instructional minutes. This is demonstrated in the following ways: ● Log entries in PowerSchool that show staff contacting students to re-engage them ● Dropping students for non attendance ● Deactivating students' technology for non attendance ● The daily bell schedules had credentialed teachers available to students for all periods, even if students were not present	

	Although the entire Power School database was provided to the state auditor, it is not clear whether any of this data was reviewed by the state auditor. But HCCS is not just relying on the above or its legal arguments in the appeal to justify that this matter has been cured. Since the state audit was released, HCCS has implemented a number of changes in both policies and standard operating procedures to ensure that the school is compliant with law, enforcing its attendance policy, and supporting student re-engagement. HCCS made these changes to ensure that it addressed all concerns raised by the state auditor even though it does not agree with the state auditor's conclusion that HCCS was not eligible to claim $180 million in attendance funding. As a result of these changes, HCCS can demonstrate that it has fully remedied this issue even without a conclusion being reached on the audit appeal.	
Inadequate evidence of steps taken to ensure compliance	HCCTS has met all requirements outlined in the law including offering the required number of instructional days and instructional minutes, maintaining primary documentation of attendance in its learning management system, and following up with students who have attendance issues.	HCCTS updated attendance expectations for the 2025-2026 school year as outlined in the Student Handbook HCCTS updated

	HCCTS drafted the HCCS Attendance SOP and provided TRUSD with the HCCTS Board-approved version on 11/07/25. Please note that teachers were trained on updated attendance practices starting in August of 2025 and all attendance practices were in place prior to the approval of the newly updated and formalized attendance SOPs. All HCCS teachers are trained each year on attendance taking policies and procedures. At the beginning of the 2025-2026 school year HCCS conducted additional trainings to outline the policy changes, the new attendance procedures, and updates to the paper based attendance policies which serve as a backup for PowerSchool.	attendance policies to ensure students are present for at least 80%. HCCS outlines attendance expectations for all students during new student orientations. HCCTS drafted the HCCS Attendance SOP and provided TRUSD with the HCCTS Board-approved version on 11/07/25.
	In recognition that a higher level of accountability is appropriate, HCCS is taking steps to ensure continuous improvement in its attendance practices. This includes strengthened attendance verification and audits, more clearly defined attendance expectations for students, a standardized system for retention of paper back-up documentation, and the implementation of standardized attendance taking procedures across all HCCS locations. HCCS has launched an internal attendance	HCCTS provided TRUSD with the 2025-2026 Start of the Year Presentation. HCCTS provided TRUSD with the 2025-2026 CCS Classroom Attendance Auditing Checklist (Template). HCCTS provided TRUSD with the Summary of

	auditing process which tracks weekly teacher attendance and monthly audits. These internal audit procedures are included in the HCCS attendance SOPs which were provided to TRUSD on 11/07/25. These updated and improved attendance practices are outlined in the following HCCTS board polices: 5113 BP Absences and Excuses 5113.1 BP Attendance Enforcement	Attendance Observations from Hillsdale on 09/25/25. HCCTS provided TRUSD with the HCCS Department Meeting Slides held on 10/02/25. HCCTS provided TRUSD with the 10/02/25 instructions for printing attendance sheets from PowerSchool. HCCTS provided TRUSD with Follow-Ups on the 10/03/25 HCCS Academics Department Meeting. HCCTS provided TRUSD with the HCCT Department Meeting 10/03/25 Zoom Attendees. HCCS provided TRUSD with classroom attendance audits for the following HCCS

		teachers: Ron Lewis, Christina Schiesari, Sky Fuller, Asya Grigoryan, Khaled Mohammadi, John Leyva, Julie Giger, Faith Johnston, Irena Pachkevitch, Forrest Speciale. HCCTS provided TRUSD with the HCCTS Student Attendance Agreement.

Notice of Violation: Teacher Credentialing & Misassignments

TRUSD Review	HCCS Response	Evidence
The monthly assignment monitoring data provides evidence that HCCTS has changed staffing practices and reformed to comply with the law moving forward	HCCS is in full compliance with teacher credentialing and reports.	**No additional evidence required because TRUSD found that this issue has been remedied.**

HCCTS staff have become more knowledgeable about credentialing options to ensure compliance	HCCS credentialing coordinators have been trained on the new requirements and are working closely with TRUSD and the SDCOE to ensure HCCS teachers meet the requirements of the CTC.	
HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing	HCCS is committed to teacher credentialing compliance.	

Notice of Violation: Exclusive Partnership Agreement/ Truck Driving Program

HCCTS discontinued the relationships between the truck driving program and outside agencies including Local 185, Sacramento County Sheriff, and Sacramento Police. These partnerships officially ended on January 14, 2024 and the truck driving program was discontinued on June 30, 2025 for all HCCTS students. At this time, there is no plan in place to bring back the truck driving program.

TRUSD Review	HCCS Response	Evidence
Lack of evidence that proves the partnerships with outside entities were terminated	The HCCS truck driving program was discontinued on 06/30/25. There are no partnerships with any outside entities at this time because the program no longer exists. Detailed evidence of this has been provided to TRUSD between December 2024 and	HCCTS provided TRUSD with a Letter to HCCS from Sac County Sheriff Jim Cooper dated 01/23/25. HCCTS has provided TRUSD with the Letter to HCCS from the Sac Police Department requesting that

	November 2025. HCCS acknowledges that students not enrolled in a WIOA program were previously enrolled in the truck driving program, but this practice was discontinued in January 2024. The intent of the partnerships were to benefit the wider community and the school through mutually beneficial cooperation, but HCCS acknowledges that there should have been an agreement where these participants were registered in CalJobs to avoid a violation of our exclusive partnership. The benefit to the community and the end of the partnership are both demonstrated by the Sacramento County Sheriff's appeal to the former interim Executive Director to not discontinue the partnership. These formal letters and emails were sent to TRUSD. Last month, HCCS also provided letters to TRUSD from its former partner organizations in which	HCCS continue the partnership. HCCTS provided TRUSD with the email sent from Sergey Ivanyuk (HCCS Truck Driving Coordinator) to the truck driving team regarding the discontinuation of the partnerships with Sac Police, Sac Sheriff, and Labor Union 185 on 01/15/25. HCCTS provided TRUSD with the email sent from Sacramento County Sheriff's Office to HCCTS former Executive Director, Bill McGuire requesting to continue the trucking driving partnership on 01/23/25. HCCTS provided TRUSD with the email sent from Bill McGuire to Stephen Scarrazzo at the Sacramento County Sheriff's Office on 02/01/25 outlining changes HCCS is making with partnerships. HCCTS provided TRUSD with a letter from the Sacramento Police Department on 11/06/25 which affirms that the partnership with

	they note the date the partnership was terminated.	HCCTS ended in January of 2024. HCCTS sent TRUSD a letter dated December 20, 2024 stating that HCCTS will no longer serve non-students starting January 2025.
The CTE Instructor's statements were inconsistent with HCCS's response	HCCS' response is supported by all entities with which it had partnerships as evidenced by their letters. Two of these entities are law enforcement agencies. The District is improperly relying on a statement from one former employee over the statement of not just the school, but multiple credible outside agencies who sent the individuals to participate in the truck driving program. HCCS requests that the District re-weigh the evidence in light of the letters provided by outside agencies and consider this issue fully resolved in light of the new evidence.	All HCCTS truck driving employees from the 2024-2025 school year are no longer employees at HCCTS, so it is not possible for a current instructor's statements to be inconsistent with that of the school. HCCTS provided TRUSD with the former Truck Driving employee names, roles, and dates of employment.

Notice of Violation: Fiscal Mismanagement Marysville 2

TRUSD Review	HCCS Response	Evidence
The lease termination date is 4/30/2026, therefore the violation remains open.	The Marysville 2 (baseball field) lease was terminated on 11/30/25 and fully bought-out as a cost saving measure. There are no ongoing payments and there is no ongoing agreement.	On 01/14/25, HCCTS sent TRUSD a letter that outlined the lease termination with Marysville 2 and included the final buyout amount of that lease. In that letter, HCCTS provided evidence that no additional money would be paid to the City of Marysville and that operations had been finalized.
This violation may never be resolved in full since HCCTS still spent money on an unused property with funds that will never be recovered, including lease payments, utilities, equipment purchases and a sponsorship/donation	HCCS has done its best to mitigate the loss associated with this agreement. The termination agreement was arrived at as the best possible cost-saving measure that would be acceptable by both parties. The sale of $5K in assets for $1 was done as a part of the negotiations necessary to mitigate any additional on-going expenses. The ongoing expenses far exceeded this concession by HCCS.	On 06/12/25 HCCTS sent TRUSD another letter outlining all expenses related to Marysville 2 and why it was cost effective to terminate the lease with the buyout rather than to continue the lease at Marysville 2. This

	HCCS requests that the District find that the charter school has remedied this matter through terminating the lease. The intent of the revocation statute is to bring a charter school into compliance with law and its charter. This has happened here. The law was never intended to be applied in a manner that would effectively require a charter school to be perfect in all of its operations because any issue could later support revocation even after it is corrected.	included payment of water, utilities, and the cost of landscaping. On 11/4/25 HCCTS sent TRUSD the Lease Termination Agreement, the final payment to the city of Marysville, and the final utility bill.

Notice of Violation: Fiscal Mismanagement San Diego

TRUSD Review	HCCS Response	Evidence
The property has not been sublet	HCCTS terminated the San Diego lease agreement on 11/15/25 and paid the final bill on 11/17/25. These items were sent to TRUSD on 11/18/25.	On 10/26/25, HCCTS sent TRUSD information regarding the San Diego lease agreement that contained the actions taken by HCCTS. HCCTS informed TRUSD that the space was empty, and we provided the contract

		between HCCTS and Newmark real estate agency to show the intention to sublet. HCCTS provided to TRUSD evidence of lease termination.
The lease remains in place with expenses ongoing	The lease has been terminated and there are no additional ongoing expenses.	On 11/29/24, HCCTS asked a remote worker living in San Diego to vacate the space where he had been working On 06/03/25, HCCTS disconnected the internet and all utilities On 03/27/25, HCCTS contracted with Newmark real estate agency to sublet the space in San Diego. On 11/04/25, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location.

		HCCTS terminated the San Diego lease agreement on 11/15/25 and paid the final bill on 11/17/25.
The past moneys spent on the expensive property, which was not directly used for HCCTS students, has not been addressed or remedied.	HCCS has vacated the property. HCCS can only attempt to mitigate the financial loss associated with the lease by subletting the property at the most favorable rate it can obtain or terminating the lease to mitigate further losses. HCCS attempted first to sublet the property but found that not to be feasible, so it terminated the lease to help mitigate further financial losses. HCCS requests that the District find that the charter school has remedied this matter through terminating the lease. The intent of the revocation statute is to bring a charter school into compliance with law and its charter. This has happened here. The law was never intended to be applied in a manner that would effectively require a charter school to be perfect in all of its operations because any issue could later support revocation even after it is corrected.	On 10/31/25 HCCTS met with TRUSD and reviewed the evidence for San Diego. On 11/18/25 HCCTS sent TRUSD the lease termination and final check to show that the lease in San Diego was fully terminated.
	HCCTS has implemented stronger financial controls, including requiring written	On 12/02/25 HCCTS updated BP 7150.5

	authorization from the District with an attendant fiscal analysis before presenting any potential site to the HCCTS Board.	School Site Opening and Closure Policy, which addresses the process of opening and closing sites. This policy ensures that all sites have a benefit to students, and requires a written report analyzing the financial analysis which must be submitted to the school's authorizer prior to opening.

CONCLUSION

HCCS has worked diligently to fully address every issue in the Notice of Violation presented by TRUSD. We have remedied all of these issues through board changes, administrator changes, policy changes, procedure changes, staffing changes, staff training, holding staff accountable to implement new policies, and stopping bad fiscal and operational decisions of prior leadership. This has all been part of Building Highlands Back Better. There is still more work to do, but the changes made to date fully remedy the concerns expressed in your notice. We are determined to make you proud of HCCS again. Amidst all of these changes, it is important that none of us lose sight of the students served by HCCS. There is no program like ours in the community, and a school closure would impact them dramatically. Please carefully consider what this program means to them, how much work we have put in to turn this school around, and how committed the new leadership team is to making this school even better in the years ahead.

BUILD HIGHLANDS BACK BETTER

HCCS Material Revision Presentation 1.13.26



Purpose

- This Material Revision cures the Notice Of Violation of the Charter regarding locations.

- If the Material Revision is not approved HCCS will occupy only the locations listed in MOU Amendment No. 3

Material Revision Updates

- Addresses locations only
- No educational program updates
- No grade level changes. Serves grades 1, 2 & 12 as outlined in the charter

Material Revision Updates - Locations

The locations requested in the material revision consolidate operations to 13 student serving locations in Sacramento county.

13 Student Serving Sites:

- 33rd St. (2520 33rd St, Sacramento, CA 95817)
- 37th Ave. (3301 37th Avenue, Sacramento, CA 95824)
- Boxwood St. (2260 Boxwood Street, Sacramento, CA 95815)
- Center Pkwy. (7839 Center Parkway, Sacramento, CA 95823)
- College Oak Dr. (4545 College Oak Drive, Sacramento, CA 95841)
- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Franklin Blvd. (5961 Franklin Blvd, Sacramento, CA 95824)
- Grand Ave (1333 Grand Ave, Sacramento, CA 95838)
- Howe Ave. (1111 Howe Avenue, Sacramento, CA 95825)
- Industrial Pkwy. (8180 Industrial Parkway, Sacramento, CA 95824)
- Marconi Ave. (3727 Marconi Ave, Sacramento, CA 95821)
- Old Auburn Rd. (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Todhunter Ave. (800 Todhunter Avenue, West Sacramento, CA 95605)

2 Administrative Support Locations:

- Arden Way (901 Arden Way, Sacramento, CA 95815)
- Florin Rd. (3801 Florin Road, Suite 107, Sacramento, CA 95823)

Highlands has made considerable progress on curing the notice of violation

Material Revision is Cure to One of the Issues

1. Material revision would cure the issues pertaining to site locations and update the petition to current law.
2. Credential misassignments fully cured through hiring K-12 credentialed teachers.
3. Audit has been turned in, fully curing the failure to turn in an audit.
4. Out-of-County leases in San Diego and Marysville have been terminated and new policies adopted to prevent similar issues in the future, fully curing the concern about fiscal mismanagement.
5. Alleged violation of WIOA Exclusive Partnership Agreement fully cured through disenrollment of non-WIOA students and closure of the program in question.
6. Instructional minutes concern fully cured through new Board policies on class size and re-engagement of students with attendance issues, staff training on those policies and implementation.
7. A plan has been submitted to transition back to grade levels in the charter if a material revision relating to grade levels and the academic program is not approved by TRUSD Board in Spring 2026.




HIGHLANDS





BUILD HIGHLANDS BACK BETTER

HCCS NOV Intent to Revoke 01.27.2026



BUILD HIGHLANDS BACK BETTER

- **Tonight we will be sharing with you how we have cured all violations in the Notice of Intent to Revoke the charter school.**
- **Tonight you are going to hear about our ongoing reform efforts.**
- **All of these efforts have cured the notices of violation.**

BUILD HIGHLANDS BACK BETTER

HCCS has already:

- Changed our administrative team
- Changed more than 125 school policies and procedures
- Changed our principal legal counsel
- Brought in a reputable charter school business/back office firm to validate internal work
- Hired K-12 credentialed teachers
- Consolidated operations in Sacramento County in fewer locations to allow better oversight by both our team and TRUSD

BUILD HIGHLANDS BACK BETTER

HCCS Notices of Violations

1. *Grade Levels
2. *Locations
3. Independent Audit
4. Instructional Minutes
5. Credentialing
6. Exclusive Partnership
7. Fiscal Mismanagement
    a. Marysville 2
    b. San Diego

*HCCS initially planned to cure through the HCCS Material Revision submitted to TRUSD on 9/26, however due to the TRUSD denial of the material revision, HCCS has submitted formal plans to cure alternatively

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Grade Levels

HCCS originally planned to cure the grade levels with the material revision which was submitted to TRUSD on 9/26/2025 with the addition of grades 9, 10, and 11

HCCS presented a plan to TRUSD on 12/2/2025 to transition back to grades approved in the charter petition if denied

HCCS submitted the revised material revision on 1/2/26 which removed grade level changes

HCCS added back grades 1 & 2 on 1/20/2026 and is implementing the phase out of grades 9 & 10 pursuant to the HCCS plan submitted to TRUSD

HCCS formally began serving grades 1, 2, & 12 on 1/20/26

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Locations

HCCS originally planned to cure the locations with the material revision which was submitted to TRUSD on 9/26/2025

HCCS presented a location plan to TRUSD on 12/2/2025 to transition back to MOU Amendment No. 3 sites if denial

HCCS then presented an updated material revision with changes to the locations only on 1/2/2026

Following the TRUSD denial on the HCCS Material Revision, HCCS returned to the locations approved in MOU Amendment No. 3

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Independent Audit

The 2024-2025 independent audit from Eide Bailly was provided to TRUSD on 1/2/2026.

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Instructional Minutes

HCCS cured the instructional minutes concern by:

- Creating a five period bell schedule for both AM and PM classes
- Ensuring all teachers offer direct instruction for all periods
- Moved to a single attendance track
- Ensuring 65,800 instructional minutes
- Reducing class sizes with enrollment caps
- Restructuring the class
- Updated attendance SOPs and practices

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Credentialing

Credential misassignments fully cured through the following:

- Laid off teachers with adult education credentials
- Partnered with UMASS Global to enroll eligible teachers into an internship program where they can earn a single-subject teaching credential
- Hired K-12 credentialed teachers

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Exclusive Partnership

The alleged violation of WIOA Exclusive Partnership Agreement was fully cured through the disenrollment of non-WIOA students and closure of the program in question in January 2025.

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Fiscal Mismanagement

Marysville 2- The out-of-county lease in Marysville has been terminated and new policies adopted to prevent issues in the future, fully curing the concern about fiscal mismanagement. This was finalized 11/30/2024.

San Diego- The out-of-county lease in San Diego has been terminated and new policies adopted to prevent issues in the future, fully curing the concern about fiscal mismanagement. This was finalized 11/17/2025.

BUILD HIGHLANDS BACK BETTER

HCCS Closing Summary

HCCS has presented all the requested evidence and documentation to TRUSD and has taken all necessary steps to address and resolve the identified Notices of Violation.

HCCS respectfully requests that the TRUSD Board clear the Notice of Violation and allow HCCS to continue serving our community.

Thank You





HIGHLANDS
COMMUNITY CHARTER SCHOOL

Addressing Notices of Violation

A Comprehensive Implementation and Grade-Level Construction Plan

Highlands Community Charter School

Context and Overview

Highlands Community Charter School, consistent with proposed material revisions, continues to ensure all adult learners receive the academic and language support appropriate to their needs. Should the material revisions not be approved, all students currently enrolled in the high school program will be transitioned to Grade 12 to maintain continuity of services and stability as they progress toward diploma completion. New students and pre-registered students currently on the waitlist will be assessed using CASAS Reading scores, internal assessments, and transcript review protocols to determine placement into the instructional environment where they can be most successful.

Adult learners who require foundational literacy and English language development, including newcomers and individuals with limited or interrupted formal schooling, will be placed into Grade 1 or Grade 2 only if they have never previously been identified as a Grade 3 or higher student in a U.S.–based educational setting. Learners who were once enrolled in Grade 1 and later discontinued their U.S. schooling may be placed in Grade 2 if appropriate, based on literacy and language assessments. These early-grade placements focus on developing essential English proficiency, academic vocabulary, and foundational reading and writing skills necessary for eventual progress into the high school program. Students already enrolled in high school who require additional literacy support will continue to receive targeted interventions and direct support from literacy specialists. As students demonstrate measurable improvement in reading proficiency and English language growth, they may transition into the high school diploma track, where they will receive counseling and guidance for academic planning, career pathways, and CTE opportunities.

This placement model ensures that every learner is placed into a grade level that reflects their language development, literacy foundation, and long-term academic goals, while maintaining full alignment with the approved petition.

Contingency Plan for HCCS Material Revision

If the HCCS material revision is not approved by TRUSD, Highlands Community Charter School will implement the following actions beginning January 14, 2026**:**

- Move all students currently enrolled in Grades 9 and 10 into Grade 12.
- Assign English language learners requiring intensive intervention—based on language proficiency, credits earned, prior assigned grade level, and prior academic standing—to Grades 1 and 2.
- Review all incoming students for prior grade level to ensure eligibility and accurate CALPADS identification.
- Enroll all returning high school students in Grade 12.
- Maintain curriculum alignment with the Charter Renewal approved by Twin Rivers Unified School District in 2019.

These steps ensure full compliance with TRUSD expectations while maintaining accurate reporting, continuity of services, and appropriate placement of adult learners.

Grade-Level Construction and Instructional Alignment

Highlands Community Charter Schools will construct grade levels based on student needs, transcript review protocols, assessment data, and alignment with the approved charter.

A. Grade 12 Structure

Students currently enrolled or previously in the high school program, as well as new students who demonstrate adequate academic readiness and English language proficiency through CASAS and internal assessments, will be placed in Grade 12. Students in Grade 12 will have access to:

- Core high school diploma coursework
- Career readiness guidance

- CTE exploration opportunities
- Targeted academic and literacy interventions

This structure ensures uninterrupted progress toward graduation for learners prepared for high school-level coursework.

B. Grades 1 and 2 (Foundational Literacy and Language Development)

Students needing targeted English language development or foundational literacy instruction will be placed into Grades 1 or 2, so long as they have not been previously designated as a Grade 3 or above student previously. These grades support newcomer adults, English learners with limited formal education, and individuals needing substantial skill development prior to entering high school coursework.

Instruction will be delivered by fully credentialed teachers at regional sites selected based on:

- Student population density
- Language development needs
- Geographic accessibility

Instruction will emphasize:

- Foundational literacy development
- Oral and aural language practice
- Academic vocabulary building
- Structured English language development
- Confidence-building through evidence-based practices

These supports ensure students gain the academic and linguistic skills necessary to transition successfully into Grade 12.

C. Transition Pathway Into Grade 12

As adult learners in Grades 1 and 2 demonstrate improved English proficiency, literacy skills, and academic readiness, they may transition into Grade 12. HCCS counselors will support this transition through:

- Individualized graduation planning
- Continuous academic progress monitoring
- Career pathway and CTE exploration
- Personalized guidance aligned to student goals

Prior to the January 14, 2026 start date, students identified through the enrollment and registration process will begin to identify Grades 1 and 2 to ensure timely placement and a smooth transition into the new structure.

Conclusion

This plan provides a clear, compliant, and comprehensive approach for Highlands Community Charter School to address the Notices of Violation and maintain full alignment with the 2019 reauthorized petition. The placement structure, instructional model, and contingency measures demonstrate HCCS's readiness to meet TRUSD requirements while ensuring that adult learners receive high-quality, developmentally appropriate instruction tailored to their academic and language needs.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

January 9, 2026

Dr. Steven Martinez
Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

RE: Notice of Violation Area Grade Level Changes Cure

In place of the Comprehensive Grade Level Transition and Implementation Plan submitted to TRUSD for Highlands Community Charter School (HCCS) on January 2, 2026, HCCTS is submitting the following plan to address the grade level Notice of Violation for Highlands Community Charter School.

HCCS' approved Charter authorizes the Charter School to provide instruction to students in grades 1, 2, and 12. HCCS is curing the Notice of Violation by returning to the grade level designations outlined in the approved Charter. As part of this corrective action, HCCS is currently only enrolling students into grades 1, 2, and 12.

Progress to Date

HCCS has taken the following actions to implement the grade level transition and placement plan:

- Enrollment into grades 9 and 10 has ceased. Students being enrolled from the current wait list are assigned to a grade through the enrollment process outlined in the current approved Charter.
- On January 8, 2026, the Highlands Board of Directors approved the adoption of the Grades 1 and 2 Savvas curriculum (English Language Arts, Mathematics, and Science) for Spring 2026 implementation.
- The Board approved the Multiple Subject Teacher job description to support the continued growth of the Grades 1 and 2 English Language Development program.

- Highlands Community Charter School hosted student orientations on January 8 and January 9, 2026 welcoming new students into Grades 1, 2, and 12 only.
- Classes for grades 1 and 2 will begin instruction at the start of the second semester of the current 2025-26 school year.
- Current HCCS students who were in grade 9 and 10 starting in the 2025-26 school year, and who meet three of the six re-designation criteria as outlined in the approved Charter, will remain in the high school program and are being redesignated into grade 12 starting January 12, 2026.
- Current HCCS grade 9 and 10 students who do not meet at least three of the six re-designation criteria outlined in the approved Charter for Grade 12 will be re-designated into Grades 1 or 2, or referred to California Innovative Career Academy (CICA) for the 2026-27 school year. Grade-level standing will be determined in accordance with the CICA Charter.

To ensure instructional continuity and minimize unintended academic disruption, HCCS will be implementing grade-level reclassification at the end of the 2025-26 academic school year for students who meet re-designation criteria to a lower grade level (Grades 1 and 2). When a student is already enrolled in high school and earning credits toward graduation, best practice is to maintain the student's placement through the end of the school year, as midyear changes to a lower grade segment can disrupt data integrity in CALPADS, and expo= the Charter School to audit exceptions and findings by the California Department of Education related to enrollment, attendance, and funding compliance.

HCCS shall be in full compliance with its approved Charter with respect to all grade-level assignments, and all enrollment and re-designation processes shall be fully implemented by July 1, 2026.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Jonathan Raymond
Executive Director

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

January 2, 2026

Dr. Steven Martinez
Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

RE: Comprehensive Grade-Level Transition and Implementation Plan

Dear Dr. Martinez,

This document is respectfully submitted to present a comprehensive academic, programmatic, and compliance-based framework governing grade-level offerings, instructional placement, and assessment-informed student progression at Highlands Community Charter School. It is intended to respond directly to the procedural history, oversight communications, and differing interpretations that have emerged following the 2019 Charter Reauthorization, subsequent programmatic expansions, and the issuance of a Notice of Violation related to grade-level determinations. In response, the analysis that follows is grounded in the language and instructional intent of the 2019 Charter Petition while accounting for the current enrollment realities and educational needs of the adult learners Highlands serves. The purpose of this document is to articulate a coherent and defensible instructional framework that preserves academic continuity for students, aligns assessment to instructional need rather than enrollment status, maintains compliance with CALPADS and ADA reporting requirements, and establishes clear, assessment-informed pathways toward full participation in Grade 12 diploma-oriented coursework. Collectively, this plan is intended to demonstrate Highlands' progress toward curing the grade-level concerns identified in the Notice of Violation.

This work reflects Highland's deep commitment to its students and community, and its recognition that alignment to the charter represents a substantive instructional responsibility rather than a procedural exercise. The framework reflects a deliberate shift away from instructional assumptions that, while well intentioned, have not consistently aligned with research, best practice, or the lived educational realities of adult learners with interrupted or limited formal schooling. In their place, Highlands affirms an approach informed by evidence-based instructional design, established principles of adult education, English language

development research, and developmentally responsive learning progression. At its core, this plan centers dignity, care, and accountability by meeting students where they are academically, preserving momentum toward graduation, and expanding access to meaningful academic and career pathways. Through this approach, Highlands commits to an educational model that is instructional sound, operational compliant, and worthy of the trust placed in it by students, families, authorizer, and the broader educational community.

Background and Procedural Timeline Regarding Grade Level Alignment

The HCCS petition for renewal approved in 2019 specifies that HCCS will serve grades 1,2 and 12. In 2021, responding to feedback from numerous stakeholders, HCCS began serving grades 9,10 and 12. A system was established to assign students to grade levels based on credit attainment, and all grades 1 and 2 students were redesignated to high school. TRUSD was aware of this change in grade levels served. In 2024, the District contacted HCCTS asking for clarification on how grade levels were assigned and eventually requesting the addition of 11th grade by correspondence dated August 5, 2024:

> *"TRUSD believes that HCCTS should include 11th grade in its High School program for both HCCS and CICA. The current profile of the High School track is structured as a regular high school program, and the omission of 11th grade presents an inconsistency that needs to be addressed to ensure proper reporting and progress tracking."*

Upon receipt of the Notice Of Violation which indicated the District's view that a material revision was necessary, HCCTS began work on a material revision to the charter to serve grades 9, 10, 11 and 12. This material revision was submitted on October 10, 2025 and then again on December 2, 2025. It incorporates changes in response to initial feedback from TRUSD staff.

In the course of discussions on the material revision, it became clear that there were significant details to work in the educational program language that accompanies the grade level changes before the material revision would be satisfactory to TRUSD staff and the district staff would not have time to provide additional feedback, nor would HCCS have time to re-submit material revision changes on the educational program before the January 2 cutoff date. Given the limited time, HCCS elected not to address grade levels in the proposed material revision and instead simply address compliance with site requirements and make other necessary legal updates. HCCS continues to work on the details of a material revision to the charter in order to present an education program properly aligned with high school grades 9, 10, 11, and 12 which addresses District feedback and provides all the necessary intensive English Language support for all students to complete their education.

Absent an approved material revision, HCCS has committed to complying with the grade levels outlined in the Charter in order to cure the Notice of Violation. The preliminary plan involved

moving all currently enrolled high school students to grade 12 and assessing incoming students for placement in grades 1, 2 or 12 based on CASAS testing, with any students previously enrolled in high school admitted to grade 12.

In a meeting on December 16, 2025, HCCS was informed by TRUSD staff that the District believed that the charter would not allow for moving all currently enrolled high school students to 12th grade. Their reading of the charter dictates that placement in the high school program be based upon CASAS testing. The reading presented by the District staff would require changing the grade level of high school students currently enrolled in grades 9 or 10 to elementary grades 1 and 2. Respectfully, HCCS disagrees with this reading of the charter. The intended purpose of CASAS testing in the charter is to serve as a method of measuring progress, an aid to placement, and an indicator of readiness to redesignate from an English Language Development program as represented in CALPADS by grades 1 and 2 to a High School program. HCCS is concerned about the impact this restructuring would have on its students including potential disruption to academic continuity and the adverse effect on student motivation and persistence. We feel that the addition of further designated English Language support with additional layers integrated support in core curriculum within the current instructional program would serve students best. The redesignation of students based solely on CASAS scores is not aligned with the intended use of CASAS assessments as described in the charter and is inconsistent with recognized best practices in adult education and English language development. Research based guidance emphasizes the use of multiple measures to inform instructional placement, differentiated support, and readiness for advancement within an instructional program, rather than using a single assessment to determine grade level assignment or promotion; both the CASAS Technical Manual and the California English Learner Roadmap describe CASAS as a tool for instructional planning and progress monitoring, not as a mechanism for retroactive grade level reassignment once students are formally enrolled in a high school program. Additionally, HCCS is concerned that redesignating students who are currently designated as high school students to Grades 1 or 2 within CALPADS would be misaligned with the intent of California Education Code, established CALPADS reporting conventions, and recognized best practices in adult education and English language development, and would set a precedent that conflates instructional support needs with grade level enrollment in ways that are inconsistent with research based placement and progression models.

In light of this procedural history and the differing interpretations regarding grade level determinations, the proposal that follows returns to the language, structure, and intent of the 2019 Highlands Community Charter School Reauthorization Petition in order to offer an instructional program that is compliant with the grade levels as specified in the charter while offering instructional pathways designed to meet the needs of the population HCCS serves.

Academic Grade Configuration and High School Designation as Outlined within the HCCS 2019 Petition

This overview provides an academic and programmatic interpretation of how grade levels are defined and operationalized within the 2019 Highlands Community Charter School Reauthorization Petition. The intent is to ensure a shared understanding of how the petition identifies a clearly defined grade configuration consisting exclusively of Grades 1, 2, and 12. This configuration establishes the instructional architecture of the school and frames how students are cohorted, supported, and progressed through the educational program.

Within this structure, the petition consistently differentiates between two distinct instructional pathways:

- **Grades 1 and 2**, which serve as foundational learning environments designed to support adult learners through intensive English Language Development, early literacy acquisition, foundational mathematics, and targeted academic intervention. Instruction in these grades is intentionally structured to address identified learning gaps, build core academic skills, and prepare students for increased instructional rigor and full participation in Grade 12 diploma-oriented coursework.
- **Grade 12**, which functions as the school's high school program.

No additional grade levels are described or implied in the petition. All references to high school instruction, academic credit, and completion outcomes are largely anchored to Grade 12, underscoring its unique role within the overall program design.

While the grade distinctions of Grades 1, 2, and 12 will be implemented with fidelity as outlined in the charter petition, careful consideration must be given to students currently enrolled at Highlands Community Charter School in Grades 9 and 10. To avoid disruption to existing students' progress toward high school graduation and to preserve established instructional support structures, HCCS proposes that these cohorts remain in their current grade-level designations while Highlands continues to seek a material revision in spring 2026 pertaining to these grade levels and grade 11. Students in Grades 9 and 10 will continue to receive targeted instructional support and remediation within their existing pathways, rather than being reassigned to substantially lower grade levels such as Grades 1 or 2. Additionally, former students of Highlands who were previously placed in grades 9 or 10 and are now on the waitlist seeking to return would be placed in the appropriate high school grade level (e.g., in grade 9 if they started but had not yet completed 9th grade, or in 10th grade if they previously completed 9th grade or in 12th grade if they have transitioned from 9th and 10th grades).

High School Enrollment, Credit Accumulation, and Completion

The petition characterizes high school progress through the completion of coursework and the attainment of graduation outcomes, rather than through traditional grade-to-grade promotion.

Within this framework, graduation is presented as the culminating academic milestone for high school (Grade 12) students.

This distinction is significant in that:

- Graduation is treated as an outcome associated with Grade 12 participation.
- Credit accumulation and course completion are features of a grades 9-12 instructional model.
- Grades 1 and 2 (ELD) are not positioned as a culminating pathway and are *designed to support readiness for full enrollment in the Grade 12 diploma track*.

Instructional Progression from English Language Development (Grades 1, 2) to High School (Grade 12) Coursework

The petition describes a structured instructional progression through which students receiving English Language Development instruction build readiness for full participation in Grade 12 diploma-oriented coursework. This progression reflects a shift in instructional focus and academic expectations rather than a change in grade level determination.

Once a student's high school participation is established through CALPADS enrollment, ADA generation, and the earning of high school credit, instructional readiness should be demonstrated by access to Grade 12 coursework, not by changing the student's grade-level.

Foundational Instructional Contexts: Grades 1 and 2 (English Language Development)

Instruction in Grades 1 and 2 in the charter emphasizes foundational learning aligned to student readiness and includes the following components:

  - English Language Development across reading, writing, listening, speaking, grammar, and syntax.
  - Foundational literacy and numeracy development.
  - Instruction in foundational mathematics, science, and social science is provided to strengthen academic readiness and contextual understanding, with a clear focus

Current Grades 9 and 10 Instructional Context and Spring 2026 Transition Plan

Assuming no additional material revision is approved by the TRUSD Board in spring 2026 that would make grades 9, 10 and 11 permanent, Highlands' plan for the Spring 2026 semester is to utilize Grades 9 and 10 as temporary instructional contexts for students who are currently enrolled or had been enrolled in the high school program and whose assessment data indicate the need for intensified foundational support prior to full participation in Grade 12 diploma oriented coursework. While Grades 9 and 10 are not explicitly identified within the 2019 Charter Petition, their use during this period is intended to preserve continuity of enrollment, instructional

stability, and progress toward graduation while the school realigns fully to the approved grade configuration of Grades 1, 2, and 12.

Students currently assigned to Grades 9 and 10 during Spring 2026 will remain enrolled in the high school program, retain their CALPADS high school designation and continue earning or remaining eligible for transcripted high school credit. Instruction within this context is designed to address documented learning needs while preparing students for appropriate transition into High School (Grade 12), and standards aligned course of study.

Upon students' return for the Spring 2026 semester, all students currently placed in Grades 9 and 10 will be reevaluated using CASAS, comprehensive teacher evaluation, additional instructional measures to determine appropriate placement, and student self-assessment, all consistent with the charter petition.

Assessment results will inform one of the following transitions:

- Transition into Grade 12 for students who demonstrate sufficient instructional readiness to access high school graduation requirements
- Transition to CICA for fall 2026 if the students are not demonstrating readiness for grade 12 standards, and a material revision authorizing grades 9, 10 and 11 at Highlands is not approved in Spring 2026 by TRUSD.

This reassessment and transition process reflects the school's commitment to aligning instructional placement with demonstrated academic need while returning grade level enrollment to the charter approved configuration. Grades 9 and 10 will function solely as interim instructional contexts during this alignment period if a material revision is not approved, and are not intended to represent permanent grade level offerings under the existing charter.

This approach ensures instructional responsiveness, protects students' progress toward graduation, and maintains compliance with CALPADS reporting and the academic framework established in the 2019 Charter Petition.

New students enrolling in Highlands will be placed in grades 1, 2 or 12 pursuant to the criteria contained in the charter, thus effectuating immediate full compliance for all new students even as the existing students are going through a transition period.

Grade 12 Instructional Context (High School Program)

Grade 12 represents the instructional context in which students engage in coursework aligned to high school graduation requirements, including:

- Instruction across all high school content areas required for diploma completion.
- Core academic instruction aligned to graduation standards.

- Ongoing instructional support and monitoring consistent with reclassification guidance.
- Access to Career and Technical Education pathways for students who meet a minimum CASAS Reading score of 220.

Assessment Informed Readiness for Grade 12 Coursework

Readiness for increased academic rigor and access to Grade 12 coursework is informed by assessment data, including:

- A minimum CASAS Reading score of 220

Instructional Placement Levels and CALPADS Grade-Level Stability (Rationale)

At Highlands Community Charter School, we intentionally distinguish between a student's official grade-level enrollment and the instructional support the students require. A student's CALPADS grade level reflects the academic program in which the student is formally enrolled, while instructional placement levels are used to determine the intensity and type of instruction needed to support progress at any given time.

Once a student is enrolled in grades 9–12, earning high school credit, and generating ADA, the student's CALPADS grade level remains within the high school band. This stability is essential to maintaining accurate transcripts, tracking graduation progress, ensuring proper course reporting, and preserving ADA integrity. Instructional needs are addressed separately through flexible placement levels that operate outside of CALPADS, and are implemented through the master schedule, course design, English Language Development service models, and documented academic interventions.

By using instructional placement levels as a tool for differentiation rather than changing grade level enrollment, HCCS is able to respond thoughtfully to assessment data, adjust instruction as students grow, and provide appropriate support while maintaining clear, compliant, and auditable state reporting.

This approach is further supported by established practice at Highlands Community Charter School during the 2021–22 academic year, when Grades 9 and 10 were formally added to the high school program. At that time, students enrolled in Grades 9 and 10 were appropriately designated in CALPADS as high school students while receiving differentiated instructional support based on assessed need. Maintaining CALPADS high school designation for current Grades 9 and 10 students is therefore consistent with prior implementation, reflects continuity in program design, and reinforces an instructional model that preserves enrollment stability while allowing flexibility in service delivery.

Role of Assessment in Program Placement

Highlands Community Charter School (HCCS) uses a multi-measure assessment framework to guide student placement, instructional planning, and progression. Placement decisions are grounded in demonstrated readiness and academic development rather than age or time in the program.

Assessment System Overview

Placement and progression decisions are informed by the following measurements:

1. CASAS Standardized Assessments
    a. Reading
    b. Math*
    c. Listening (Grades 1-2, & Grades 9-10)
2. Internal Benchmark Assessments: Level Exit Tests (ELD Only)
3. Teacher Evaluation and Student Self-Assessment
4. Publisher-Embedded Assessments (e.g., SAVVAS, Burlington English, & Edmentum) and Samples of Student Work

*Although the 2019 Petition states all students will participate in the CASAS math assessment, CASAS does not offer a math assessment for English Language Development students. For this reason, we will only offer CASAS Math to non-ELD students.

No single measure is used in isolation.

INSTRUCTIONAL STAGES: HIGH SCHOOL 12 & NEWCOMER PATHWAY 1,2 FRAMEWORK

Instructional Stage (HCCTS Placement Exam)	Program	ESL Level	NRS Level	CASAS Scale	Teacher Evaluation & Student Self Assessment	Instructional Focus
Emerging Literacy	Foundational Literacy (ELD)	ESL 1	NRS ESL 1	Reading (≤170)	Not Considered	Foundational literacy & oral language
Literacy	Foundational Literacy (ELD)	ESL 1	NRS ESL 1	Reading (171–183)	Not Considered	Early reading & writing
Low Beginning	Foundational Literacy (ELD)	ESL 1	NRS ESL 2	Reading (184–196)	Not Considered	Sentence-level comprehension
High Beginning	High School w/ Intensive Support	ESL 2	NRS ESL 3	Reading (197–206)	Considered	Paragraph development
Intermediate	High School w/ Support	ESL 2	NRS ESL 4	Reading (207–227)	Considered	Academic language growth
High School	High School	ESL 2+	NRS ESL 4 and +	Reading (227+)	Not Required	Diploma Completion

CASAS as the Universal Benchmark Tool

CASAS Reading serves as a universal benchmark assessment for pathway and grade-level placement, with Math and Listening used to refine instructional support. Internal placement and curricular embedded assessments support teacher evaluation and student self-assessment in reviewing readiness for progression through instructional stages more comprehensively.

ELD: Grades 1 and 2

Students with CASAS Reading scores aligned to emerging through high-beginning literacy levels are placed in Grades 1–2, where instruction emphasizes:

- Foundational literacy and numeracy
- English language development across all domains
- Academic readiness and acculturation
- Foundation mathematics, science, social science

High School Program – Grades 9 and 10

Students previously enrolled and placed in Grades 9 and 10 are currently designated as high school students. Instructional placement within Grades 9 and 10 was informed by CASAS Reading data, teacher evaluation, student self assessment, and other assessment measures and emphasizes:

- Intensive and targeted English Language Development aligned to student readiness
- Development of academic language and literacy necessary for access to diploma-oriented coursework
- Foundational mathematics instruction and targeted academic intervention to address identified learning gaps
- Scaffolded instruction in science and social science to build disciplinary language and academic context
- Ongoing instructional monitoring and support to prepare students for full participation in Grade 12 coursework

Instructional support for Grades 9 and 10 currently operate within the high school program and do not alter CALPADS grade-level enrollment. Assessment data are used to determine instructional intensity and service delivery rather than grade-level placement.

These two grades will phase out at the end of Spring 2026 in the event that a material revision is not approved.

High School Program – Grade 12

Students demonstrating intermediate-to-advanced CASAS Reading proficiency are placed in Grade 12, where instruction emphasizes:

- Academic language development
- Full credit-bearing coursework
- Preparation for graduation and career pathways

Internal Benchmarks and Ongoing Monitoring

Internal benchmark assessments are administered to ELD students regularly to monitor progress, validate placement, and guide instructional adjustments. Benchmarks align to English language development objectives, literacy, numeracy, and course-level learning outcomes.

Teacher Evaluation and Student Self-Assessment

Teacher evaluation provides professional judgment grounded in ongoing formative assessment of student performance, engagement, and readiness for instructional progression. Student self assessment complements this process by supporting goal setting and offering insight into learners' self perceived readiness and confidence. Together, these measures are incorporated at initial orientation and at key transition points to ensure placement decisions are responsive, developmentally appropriate, and equitable, particularly for adult learners whose prior educational experiences may not align with traditional assessment structures commonly used within the United States.

Curriculum-Based Evidence of Learning

Publisher-embedded assessments and authentic samples of student work are used to document growth and mastery. These measures provide qualitative and formative evidence that complements standardized and benchmark data.

Program Transitions

Transitions between the grades 1-2 and the High School Program (Grade12) are determined through a holistic review of the four components for redesignation contained on page 102 of the charter. Advancement reflects demonstrated readiness for academic language use and diploma-oriented instruction, not time-based promotion. The same can be said for program transition between grades 9-10 and 12.

- Redesignation Criteria to enter grade 12:
    - CASAS minimum reading score of 220
    - ELD Teacher Formative & Summative Assessments. Summative exit assessments to be administered, minimally, at the conclusion of each term.
    - Student Self Assessment
    - Student Information System (PowerSchool) utilized to conduct cohort evaluation to determine comparative growth.

This assessment-driven approach reinforces the distinction between the different programs grades 1-2, grades 9-10, and grade 12 at HCCS.

References to grades 9 and 10 will only be applicable in Spring 2026 unless a material revision is approved to make them permanent,

Coherence and Internal Alignment

- New students who do not possess a high school transcript, require intensive designated English Language Development instruction, and demonstrate CASAS Reading assessment scores below 220 or National Reporting System Level 4 will be assigned to Grades 1 or 2 as foundational instructional contexts designed to build readiness for high school coursework.
- Exemption: Students currently enrolled in Grades 9 and 10 are formally designated as high school students and participate in diploma oriented instruction with differentiated instructional supports informed by assessment data. These grades currently function as preparatory stages within the high school program, supporting academic language

development, foundational skill strengthening, and readiness for full participation in Grade 12 coursework. They will not be reclassified in Spring 2026.

- Full academic credit accumulation, graduation eligibility, and diploma completion outcomes are addressed in connection with Grade 12 participation, reflecting the culminating instructional context of the high school program.

Concluding Academic Interpretation

The 2019 Reauthorization Petition establishes Grade 12 as the primary academic designation for students fully participating in the high school diploma track. Students assigned to Grade 12 engage in credit bearing coursework, progress toward graduation, and complete the requirements associated with earning a high school diploma. Students designated as Grades 9 and 10 during the 2025–2026 school year remain enrolled in the high school program and engage in high school level credit bearing coursework aligned to diploma requirements, with language development and instructional support provided as needed. New students assigned to Grades 1 and 2 participate in English Language Development and foundational instruction integrated across content areas and aligned with state content standards. These cohorts of students are not considered part of the high school program until they demonstrate readiness for access to Grade 12 coursework through a formal, assessment informed instructional transition.

This instructional framework reflects a purposeful alignment between assessment, program placement, and student progression, supporting adult learners through a coherent and developmentally responsive educational pathway.

Recommended Assignment Considerations

Assignment: Grades 1 and 2 (English Language Development)

- Grades 1 and 2 function as foundational instructional contexts for newly enrolling students.
- Assignment occurs only at initial enrollment and is informed by CASAS assessment data, prior educational history, the Home Language Survey, and documented instructional need.
- Instruction prioritizes intensive English Language Development, foundational literacy and numeracy, and targeted academic intervention delivered across content areas and aligned with all applicable state content standards.
- Placement in Grades 1 and 2 does not represent high school enrollment in CALPADS.
- These instructional contexts are designed to build readiness for access to Grade 12 diploma-oriented coursework in alignment with the California English Learner Roadmap.

Assignment: Grade 12

- Grade 12 represents full participation in the high school instructional program.
- Students earn transcripted high school credit toward graduation.
- Grade level enrollment remains stable and is not adjusted based on instructional need.

Academic Rationale for Instructional Placement Grades 9 and 10

- Some high school students demonstrate assessment results indicating the need for additional instructional support.
- HCCS addresses these needs through intensified English Language Development, foundational mathematics, and targeted academic intervention delivered within the high school program.
- Instructional placement levels are documented in the student information system and guide service delivery.
- Students enrolled in grades 9 and 10 remain enrolled in the high school program in CALPADS until comprehensive assessment and evaluations are completed through the end of the Spring semester 2026.
- This approach ensures compliance with state reporting requirements while supporting equitable access, instructional coherence, and progress toward full participation in Grade 12 diploma oriented instruction.
- Instructional support is provided through designated and integrated English Language Development, intervention courses, and differentiated scheduling consistent with EL Roadmap principles.
- If a material revision to add Grades 9, 10, and 11 to the charter is not approved in Spring 2026, placement of students who would otherwise enroll in these grade levels will be determined through comprehensive assessment protocols, and students for whom Highlands Community Charter School cannot offer an authorized instructional placement will be referred to California Innovative Career Academy (CICA).

Deliverables and Timelines

Instructional Launch: January 12, 2026

Phase 1: Charter Alignment and Enrollment Controls

December 29, 2025 – January 12, 2026 Deliverables

- Formal affirmation that the charter authorized grade configuration consists of Grades 1, 2, and 12.
- Implementation of enrollment protocols ensuring that all new students enrolled on or after January 12, 2026 are placed only into:

    - Grades 1–2, as a unified foundational English Language Development and literacy program for students who do not possess a high school transcript or demonstrate readiness for diploma oriented coursework; or
    - Grade 12, for students who have completed prior high school coursework or demonstrate readiness for graduation aligned instruction.
- Documentation confirming that Grades 9 and 10 are not used for new student enrollment, but may continue to serve:
    - Students currently enrolled at Highlands, and
    - Returning students previously enrolled at Highlands, placed according to documented coursework completion (for example, placement in Grade 9 if 9th grade was not completed, Grade 10 if 9th grade was completed, or Grade 12 if both Grades 9 and 10 were completed).

Phase 2: Curriculum, Systems, and Instructional Readiness

December 29, 2025 – January 5, 2026 Deliverables

- Finalization and documentation of instructional materials for the Grades 1–2 foundational program, aligned to English Language Development, foundational literacy, and foundational mathematics.
- Verification that instructional programming aligns exclusively to charter authorized grades.
- Activation of digital curriculum access and instructional platforms.
- Archival of curriculum and instructional documentation to support audit and compliance review.

Phase 3: Scheduling and Staffing Alignment

January 5, 2026 – January 9, 2026 Deliverables

- Construction of Grades 1–2 class schedules for newly enrolling students.
- Assignment of appropriately credentialed instructional staff to support the Grades 1–2 foundational program.
  Construction of second semester course schedules for students currently enrolled in Grades 9, 10, and 12, ensuring:
    - Continuity of enrollment and instruction,

    - Access to integrated English Language Development and foundational literacy supports within core academic coursework, and
      No disruption to transcripted credit accumulation or graduation progress.
- Confirmation that Grades 9 and 10 scheduling is limited to continuing or returning students only.

Phase 4: Assessment Review and Instructional Placement Confirmation

January 6, 2026 – January 10, 2026 Deliverables

- Review of CASAS Reading results, National Reporting System indicators, teacher evaluation, and other instructional measures for all continuing students.
- Assignment of instructional placement levels within the student information system to guide service delivery.
- Confirmation that instructional placement decisions do not alter CALPADS grade level enrollment.
- Documentation validating ADA integrity, transcript continuity, and compliance with state reporting requirements.

Phase 5: Instructional Launch

January 12, 2026 Deliverables

- Launch of the Grades 1–2 foundational instructional program for newly enrolling students.
- Implementation of revised second semester schedules for existing Grades 9, 10, and 12 students.
- Delivery of instruction aligned to:
    - The charter authorized grade configuration,
    - The California English Learner Roadmap, and
    - Evidence based adult education and language development practices.

Phase 6: Monitoring, Transition Planning, and Material Revision Review

January 13, 2026 – Spring 2026 Deliverables

- Ongoing monitoring of student progress using CASAS, internal benchmarks, and instructional data.

Continued documentation of instructional placement levels to support differentiated instruction.
Preparation and submission of a Material Revision to TRUSD early in the Spring 2026 semester seeking authorization for Grades 9, 10, and 11.

- Development of a Fall 2026 transition plan that:
    - Fully implements only Grades 1–2 and Grade 12 if the material revision is not approved, and
    - Ensures students are placed based on completed coursework, readiness, and continuity of instruction.

Phase 7: Full Charter Alignment

Fall 2026 Deliverables

- Full implementation of the charter authorized grade configuration of Grades 1–2 and Grade 12 only, if no material revision is approved.
- Transition or referral of students who cannot be served within the authorized grade span to appropriate partner programs.
- Final documentation demonstrating resolution of the grade level concerns identified in the Notice of Violation.

If you have any questions or further concerns regarding this matter, please do not hesitate to reach out to me.

Sincerely,



Jonathan Raymond
Executive Director

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Petition for the Renewal of Highlands Community Charter School

Respectfully Submitted to the
Twin Rivers Unified School District
Board of Trustees

January 14th, 2019

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted January 2, 2026

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Preface

Highlands Community Charter School respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in Sacramento County This material revision is being submitted as the Charter School requests to operate at the locations listed below.

Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824 Rooms: H2.1 H2.2
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823 Rooms: CP2, CP7, CP1
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841 Building A - Located on the west side of the property
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824 SR1, SR2, SR10, SR 16, SR 17, SR20, SR24 - Referred to in the lease as Rooms 1A, 2A, Cypress Room, Portable Classrooms 1 and 2, Bolland Hall, 4 offices
Grand Ave.	1333 Grand Avenue, Sacramento, CA 95838
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825 Suites: 115, 445, 450, 455, 460, 505, 510, 540, 555, 575, 595, 610, 630, 645, 655
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821

Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(e)(1).)

- Not charge tuition. (Ed. Code § 47605(e)(1).)

- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1).) The Charter School shall also comply with AB 715 (2025).

- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to HCCS shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)

- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(e)(3).)

- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]

- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll

in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)

- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)

- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statuses or regulations in the same manner as a governing board of a school district. (Ed. Code § 47605(l)(1).)

- At all times maintain all necessary and appropriate insurance coverage.

- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a)(2).)

- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)

- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)

- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized and amended as the Every Student Succeeds Act ("ESSA").

- Comply with the Public Records Act.

- Comply with the Family Educational Rights and Privacy Act.
- Comply with the Ralph M. Brown Act.
- Comply with Government Code Section 1090, *et seq.,* as set forth in Education Code Section 47601.1.
- Comply with Political Reform Act, Government Code Section 81000, *et seq.*
- Meet or exceed the legally required minimum number of school days. (Title 5 California Code of Regulations § 11960.)
- Comply with the provisions of AB 49 (2025) including but not limited to provisions relating to the collection and disclosure of information or documents regarding citizenship or immigration status of students or their family members.

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.

_____ _____

Jonathan Raymond for HCCS January 2, 2026

1333 Grand Ave
Sacramento, CA 95838

Element 1: The Educational Program

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

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

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

General Information

1.1: General Information Table

GENERAL INFORMATION

The contact person for Charter School is:	Jonathan Raymond
The contact address for Charter School is:	1333 Grand Ave, Sacramento, CA 95835
The address or ZIP Code of the target community to be served by Charter School is:	95838
This location is in TRUSD Board District:	Yes
This location is in TRUSD Local District:	Yes
County-District-School Code	34-76505-0130757
he grade configuration of Charter School is:	1, 2, 12
The number of students in the current year is	1530
The grade level(s) of the students in the first year are:	1, 2, 12
Charter School's scheduled first day of instruction in 2019-2020 is:	July 8, 2019
The enrollment capacity is:	2150

The type of instructional calendar is:	Multi-track, year-round calendar
The number of instructional minutes is:	Grades 1 and 2: 50,970 Grade 12: 82,740
The current bell schedule for Charter School is:	Grades 1 and 2: M, T, W, F: 8:25–12:25/Th: 8:25–11:40 or M, T, W, F:1:00–5:00/Th: 12:10–2:00 or M-F: 5:00–9:00 Grade 12: M, T, W, F: 8:45–3:15/Th: 8:00–2:00
The term of this Charter shall be from:	July 1, 2019 to June 30, 2027

Community Need for Charter School

Dropouts in the United States

In the United States, a student drops out of high school every nine seconds (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). That is 7,000 students who drop out of high school every single day. Annually that totals 1.3 million students who fail to graduate (Alliance for Excellent Education, 2011, p. 1). This is especially true of minority students and those who are socioeconomically disadvantaged (Balfanz & Legters, 2004). Non-graduates are far more likely than graduates to be unemployed, to rely on government assistance, or to resort to criminal behavior (Alliance for Excellent Education, 2011). Public high schools in the United States have an 80% graduation rate (Hefling, 2014). However, in large urban school districts that cater to large numbers of children from socioeconomically disadvantaged backgrounds, the graduation rate decreases significantly to 50% (Guryan & Ludwig, n.d.). This has a huge impact on the national, state, and local economy for several reasons, among them, lost tax revenue, higher unemployment rates, dependence on government assistance programs, the community cost of crimes committed, and the cost to incarcerate criminals. By providing access to education and training to students 22 years of age or older, we believe that we will not only improve the lives of our students and their families but also improve the community and the economy. By creating taxpayers, reducing the number of people receiving government assistance, and reducing the number of crimes and criminals, we are improving our community.

Who Is Dropping Out?

A dropout is defined as a student who is between 16-24 years old who is not enrolled in high school and has not earned a high school diploma or an equivalency. According to a study conducted by the National Center for Education Statistics (NCES), when broken down by race and socioeconomic status, minority students and socioeconomically disadvantaged students are dropping out of school at a much higher rate than non-minority students and socioeconomically advantaged students. American Indian students have a dropout rate of 46%; Hispanic and African American students have a dropout rate of 43%; and Asian students have a drop out rate of 17% (Alliance for Excellent Education, 2011, p. 3). Data shows that there is a strong relationship between poverty and high school dropout rates. A study conducted in 2009 showed students from low-income families were five times more likely to drop out of high school than students from high-income families (American Psychological Association, 2012, p. 1). Another study done by the

NCES in 2014 concluded that only 2.6% of students who dropped out of high school were from high-income families and 5.4% of students who dropped out of high school were from medium-income families. Of the Hispanic and African American students in the United States, approximately half of them are served by high schools in predominantly low-income neighborhoods where dropout rates fluctuate between 40% and 50% (Balfanz & Legters, 2004). According to the California Department of Education in the 2013-14 school year 56,756 students dropped out of high school in Sacramento and 52,249 dropped out the following school year. Of those who dropped out in the 2013-14 school year, 20.8% were English language learners, 20.3% were black, 18.8% were Native Americans, and 14.4% were socioeconomically disadvantaged.

Dropouts and Lost Tax Revenue

When a student drops out of high school, there is a huge financial impact at the local, state, and national level. Dropout rates lead to lost tax revenues. According to the *New York Post*, every year high school dropouts cost our nation approximately $1.8 billion in lost tax revenue ("High school dropouts cost $1.8 billion every year," 2013). A study on lost tax revenue conducted by Northwestern University found that the estimated cost per high school dropout is $305,000 in potential economic gain through tax revenues to the local, state, and federal governments (Fogg, Harrington, & Khatiwada, 2008, p. vii). If only 50% of the students who dropped out in California's largest metropolitan areas were recovered, it is predicted that the economic benefits to California would be huge. The dropout recovery would invest approximately $247 million more per year into our local economy. Home sales would increase by 2.92 billion dollars. In California alone, it would increase our state and local tax revenues by $129 million every year (Carter, 2011). As a result, the California Legislature is working to address issues surrounding dropout rates such as providing schools with adequate resources to increase dropout recovery and reduce dropout rates.

Dropouts and Wages

High school graduates and college graduates make significantly more money on average than non-graduates. In 2009, college graduates made an average of $46,930 per year while the average annual wage for a high school graduate was $27,380. The same year, the average annual wage for a high school dropout was $19,540 (Alliance for Excellent Education, 2011, p. 1). Dropouts are three times more likely than college graduates to be unemployed. According to the Georgetown Center on Education and Workforce, 65% of jobs in 2020 will require some form of education.

Dropouts and Crime

High school dropouts are significantly more likely to be convicted of a crime and to be incarcerated than high school and college graduates. A study in 2007 showed that male dropouts aged 16 to 24 were more than six times as likely to be incarcerated than high school graduates. The same study showed that male dropouts were 63 times more likely to be incarcerated than males with a bachelor's degree (American Psychological Association, 2012). In the United States, an overwhelming number of men in our prison system are high school dropouts. According to the Bureau of Justice Statistics, approximately 68% of inmates do not have a high school diploma (Wolf Harlow, 2003), and more than 40% of inmates have less than a high school education. According to the Alliance for Excellent Education, Americans could save 18.5 billion dollars annually in prison systems simply by reducing high school dropout rates by 5% for men age 20-60 (Dianda, 2008).

Dropouts and Public Assistance

Dropouts are also more likely to receive government assistance than high school and college graduates (American Psychological Association, 2012, p. 6). Given the lower wage earning potential and the higher unemployment rates, many high school dropouts have inadequate income to live on their own or support a family (Sum, Khatiwada, & McLaughlin, 2009, p. 13). Due to these income inadequacies, high school dropouts are more likely to be on public assistance or federal assistance for needy families. "If all single

mothers obtained at least a high school education, the annual cost savings would be $3.8 billion" (Dianda, 2008, p. 4).

Immigrants in California

According to the Public Policy Institute of California (PPIC), there are approximately 10 million immigrants in California, which is about one quarter of our state's total population. We have more immigrants in California than in any other state in the nation. According to the US Census, half of all children in California have at least one immigrant parent. Of those immigrants, almost 80% of them are working age adults, and approximately 34% of them do not have a high school diploma. Although immigrants are just as likely to work as Americans, they tend to make 24% less money. It is imperative that these immigrants have the opportunity to access education, learn English, complete their high school diploma, and attend vocational and college training. Research shows that many foreign-born immigrant and minorities have lower high school graduation rates. According to the California Department of Education's Fall 2017 of Ed Facts there were 1,271,150 English language learners in the California public school system., which is 20.4% of the total enrollment in California and 2,637,412 speak a language other than English at home. Below is a graph that shows immigrants living in California and the United States by year from 1870-2016.

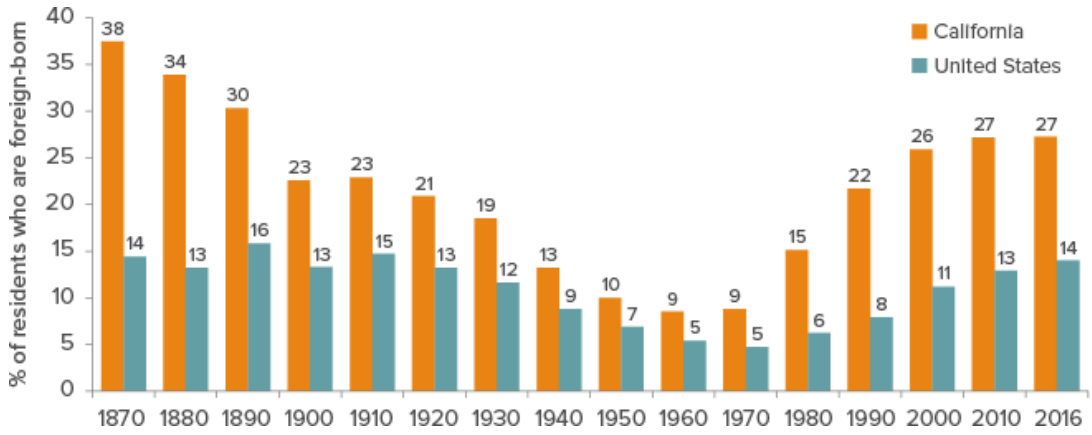

(Source: US Census Bureau, Decennial Censuses, and the American Community Survey)

Sacramento and the Twin Rivers Unified School District

In 2002, the Civil Rights Project at Harvard University labeled Sacramento the most diverse city in the United States. According to the 2010 US Census, the Sacramento metropolitan area had 2.7 million people; 45% are white, 27% are Hispanic or Latino, 18% are Asian, 15% are black, 7% identified as two or more races, and the remaining are Pacific Islander and Native American (National Center for Education Statistics, 2014). Demographers expect the minority population to continue to grow in Sacramento and it is estimated that by 2050 Sacramento will grow by 54%. It is estimated that in Sacramento 62% of the population speaks English while 38% are English learners. In Sacramento, our minority populations are more likely to experience poverty than the white population. In Sacramento only 14% of the white population is socioeconomically disadvantaged, compared to 28% of the black population, 27% of the Hispanic population, 26% of the Native population, and 23% of people who identified as two or more races, which are all living in poverty. Approximately 63% of people living in Sacramento are participating in the workforce with employment at 56% and unemployment at 10.5%. Minority groups have higher rates of

unemployment with 17% unemployment for our black population, 15% for people who identified as two or more races, and 14% for Native Americans. Level of education is directly related to employment with a positive linear relationship. For people living in Sacramento without a high school education, only 56% of them are employed compared to 70% of high school graduates, 78% with some college, and 87% for those with a bachelor's degree or higher. Within the Twin Rivers Unified School District, 31.7% of students drop out between ninth and twelfth grade with nearly 500 more students who stay enrolled through twelfth grade but do not graduate. According to the 2010 Census, almost 20% of adults living in the Twin Rivers Unified School District do not have a high school diploma or equivalent (Public Policy Institute of California, 2012).

Highlands Community Charter School

Highlands Community Charter Schools offers a quality program of instruction that serves students from a wide range of age, ethnic, cultural and language backgrounds, specifically targeting high school dropouts, parents, immigrants, veterans, former foster youth and ex-offenders. Highlands provides the appropriate primary and secondary career technical education to help students from these groups to succeed. As our mission states, we are "serving the unserved."

At HCCS we understand the community we serve, and we provide that community with educational tools and opportunities. In California, we have a growing immigrant and refugee population. In order for immigrants and English learners to successfully enter the workforce, they need to improve their English. We have an astounding percentage of adults in our community who have been unable to complete a high school diploma or equivalency. At HCCS we love our community, and we believe that by educating adults, we will see economic growth, civic engagement, a reduction in crime, and a reduced number of our community members relying on government assistance. We foresee that we will continue to grow throughout Sacramento and California in order to meet the growing needs of adults in our state and in our community.

1.2: HCCS Term Performance and Meeting the Needs of the Community

Enrollment

At HCCS our enrollment has grown each year since our doors opened. In the 2015–2016 school year, enrollment was 449; in the 2016–2017 school year, enrollment more than doubled to 1,095; and in the 2017–2018 school year, our enrollment grew again to 1,856 students. In the 2017–2018 school year, the student community experienced a shift in our demographics with a large influx of refugees from Afghanistan. Due to this, the previous primary student language of Spanish was replaced by Farsi/Dari. Many of these refugees were not able to access education in their home countries, and their literacy level at entry was very low. In response to this need, we opened sites in their communities and hired paraeducators who are fluent in Farsi, Dari, and Pashto. HCCS responded to this community need by partnering with community-based organizations that provide refugee assistance like International Rescue Committee, World Relief, Opening Doors and Lao Family Community Development, Inc. Our high school program has also experienced steady growth each year. Even with a very strong labor market, students still continue to enroll into the program and graduate.

Below is a graph that shows our annual enrollment for the 2015–16, 2016–17, and 2017–18 school years for both English Language Development ("ELD") and the High School Completion Program:

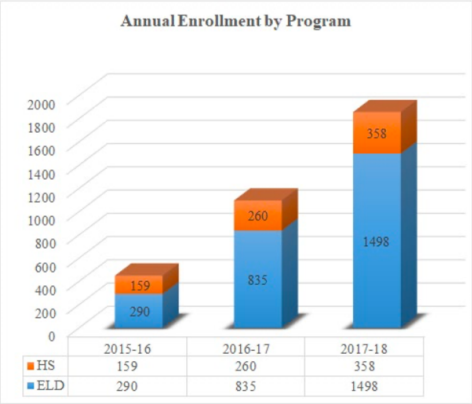

This shows that the high school program doubled in size in two years from 159 students in the 2015–16 school year to 358 students in the 2017–18 school year. At the same time, the ELD program grew from 290 students in the 2015–16 school year to 1,498 students in the 2017–18 school year.

Enrollment in CTE

Current CTE programs at HCCS are unique in that some of these programs are offered through our school, and some are extended to students by way of partnerships. At HCCS we have Truck Driving, Early Childhood Education, and Entrepreneurship as part of our internal CTE programs. Our external CTE programs are with Cosmo Beauty Academy and Asher College. Cosmetology and Manicuring are both located at Cosmo Beauty Academy. We also partner with Asher College to extend three programs: A+ Information Technology ("IT"), Medical Office Administration, and Office Administration which includes Microsoft Office certifications. Enrollment numbers in each of these programs can be seen below over the past three years.

Highlands Community Charter School CTE Program Enrollment

CTE Enrollment				
Program	**15–16**	**16–17**	**17–18**	**Grand Total**
Business	22	30	14	66
Career	159	253	277	689
Early Childhood Education	41	88	88	217
Computer A+ Tech	88	9	13	110
Cosmo Beauty Academy	3	18	25	46
Microsoft Office	41	81	69	191
Truck	140	75	55	270
Grand Total	494	586	649	1729

Assessment

At HCCS we place a high value on student assessment. We use assessments to understand student needs and levels. HCCS also uses assessment to ensure student understanding. The assessment process varies

between ELD and high school, but all programs require various assessments during enrollment and throughout the classes/programs. At HCCS our assessment process begins during enrollment and orientation. All new high school students are given a Comprehensive Adult Student Assessment System ("CASAS") reading and math test during their new student orientation. ELD students are also CASAS tested as part of the enrollment process, but ELD students are tested in reading, math, and listening. ELD students are also given an internally normed speaking test and a writing test by a teacher before beginning classes. These assessments are used to place students in the appropriate classes. These CASAS tests, both in ELD and in high school, are the Life Skills Series provided by CASAS. It is imperative that the content of our lessons is meaningful to the students' lives and relevant to our students' goals.

Below is a bar graph that demonstrates CASAS Reading placement assessments for new high school and ELD students for the three previous school years as well as this year:

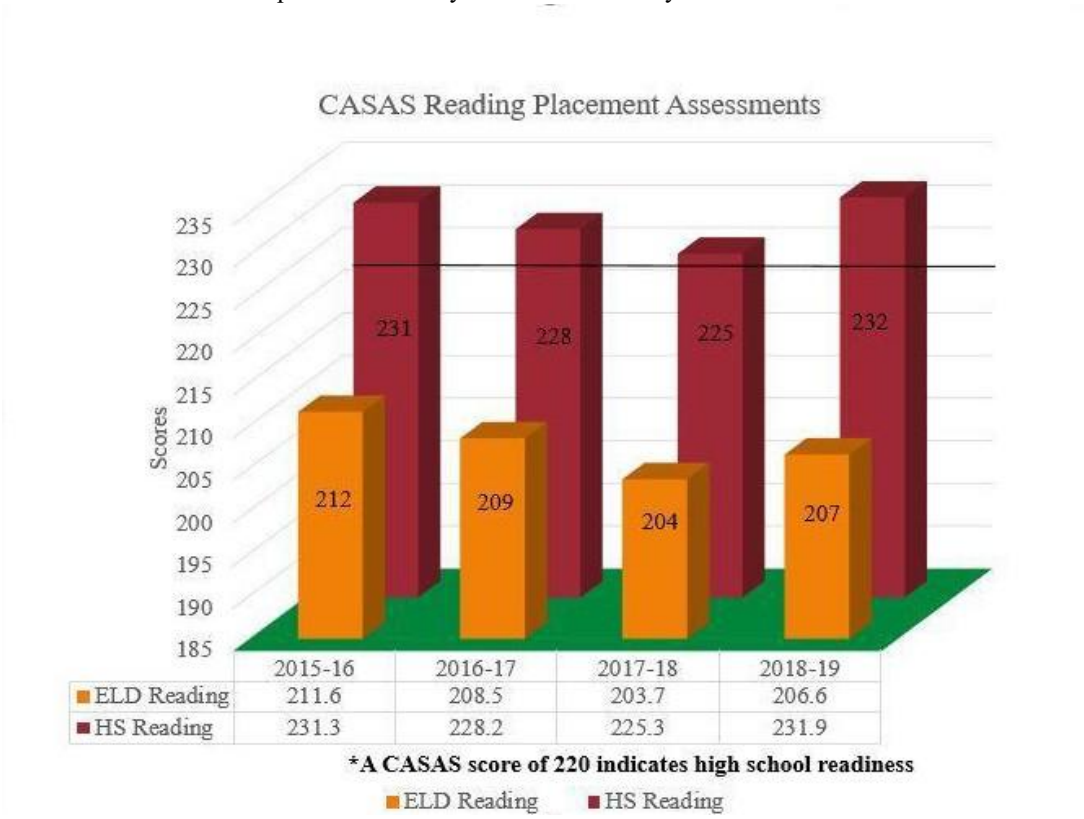

For high school students, CASAS assessments are very important. High school teachers and counselors use the CASAS Reading score to determine if students need to be placed in a remedial reading class called Reading Skills or if the student needs to work with a Reading Specialist. The score is also used to determine if high school students have reading scores required to enter any of Highlands Community Charter School's Career Technical Education ("CTE") programs. Our high school students averaged an entry CASAS reading score of 231 for the 2015–16 school year, 228 for the 2016–17 school year, and 225 for the 2017–18 school year.

In the ELD program, reading scores (as well as other test scores) are used to place students into the appropriate class level. Our ELD students scored lower on average than the high school students with an

average entry CASAS Reading score of 211 for the 2015–16 school year, 208 for the 2016–17 school year, and 203 for the 2017–18 academic year. This average score is largely impacted by the increased number of refugee students HCCS continues to serve. Of the 1,856 students enrolled, 646 are from Afghanistan, Syria, and Iraq. Many of those students enroll into our ELD program with very low rates of English literacy and some without literacy in their first language. These CASAS Reading assessments allow us to identify pre-literacy, non-literacy, and literacy ELD students who need additional support. They also help us to identify the higher level ELD students who are good candidates for the high school/CTE program.

While high school students are not required to take the CASAS Listening assessment, ELD students are. Below is a bar graph that shows the average CASAS listening scores for ELD students over the past three years and what has been gathered for the 2018–19 year so far.

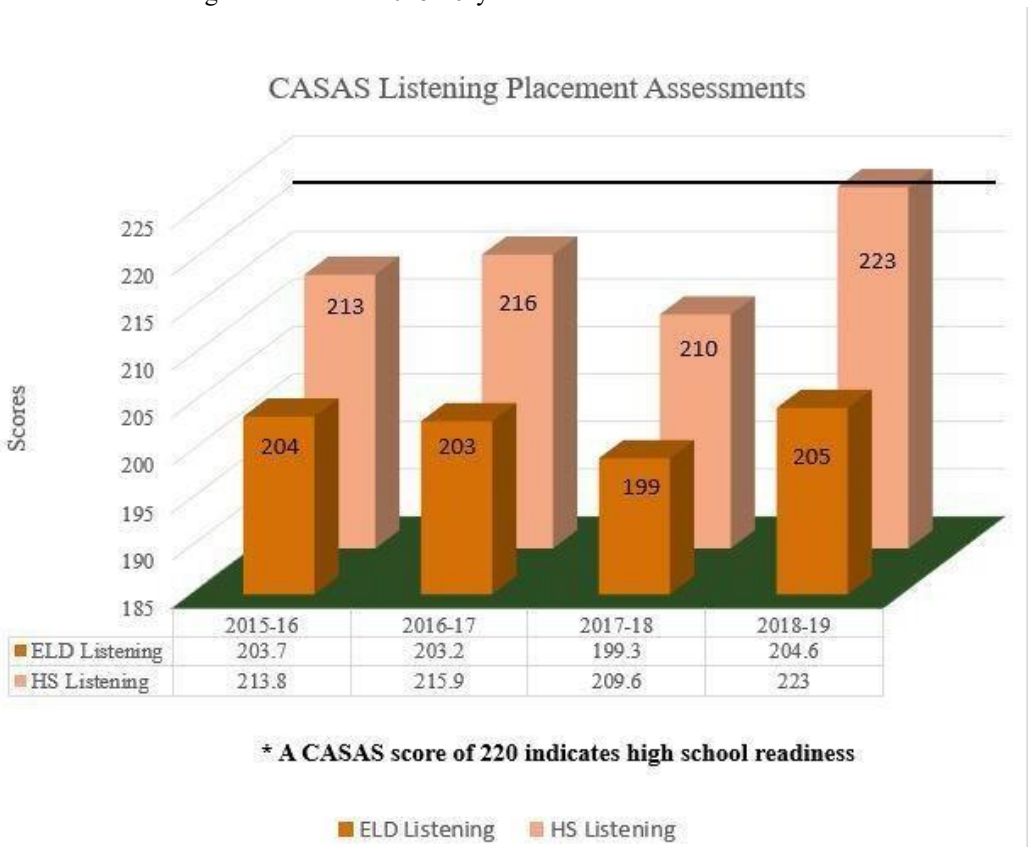

On the CASAS Listening assessment, ELD students had an average score of 203 in the 2015–16 school year, 203 in the 2016–17 school year, 199 for the 2017–18 school year, and 204 for the 2018–19 academic year so far.

CASAS Math assessments have always been administered to all incoming high school students during the enrollment process, but we have recently made an increased effort to make sure both ELD and high school students are completing the initial CASAS Math placement exam. The assessments are used in conjunction with students' transcripts to determine their level and to place them in the appropriate classes.

Below are the average incoming CASAS Math assessment scores for high school and ELD students by year:

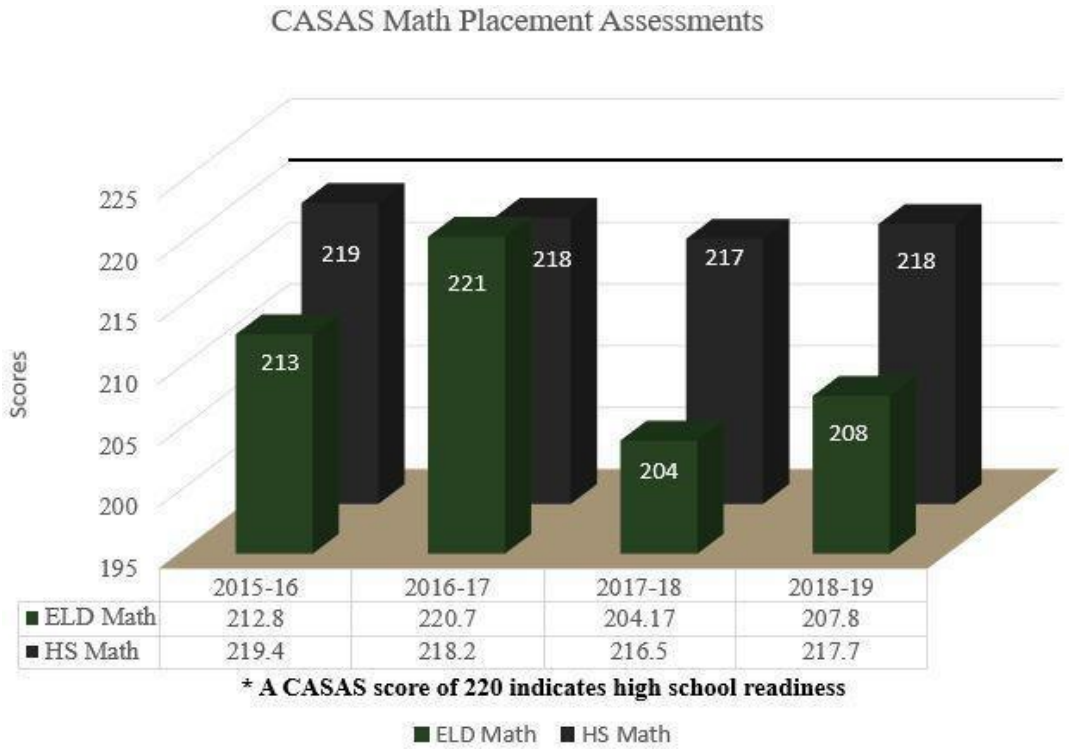

Overall, high school students tend to score higher on CASAS Math assessments, but in the 2016–17 school year, ELD students scored slightly higher with an average first score of 220. During the same school year, the high school students averaged 218. Overall, high school students averaged a CASAS Math pre-test of 218, while ELD students averaged 211.

At HCCS we use CASAS in two primary ways: to assess incoming students for placement and to measure academic progress. Our goal is to have students complete a level between assessments. A complete level is approximately 10 points. If a student came to HCCS and scored 180, they would need 10 points to make it to the next level at 190. However, if a student scored 188, that student would only need a two point gain in order to reach the next level. Below is a graph that depicts our average CASAS gains by year.

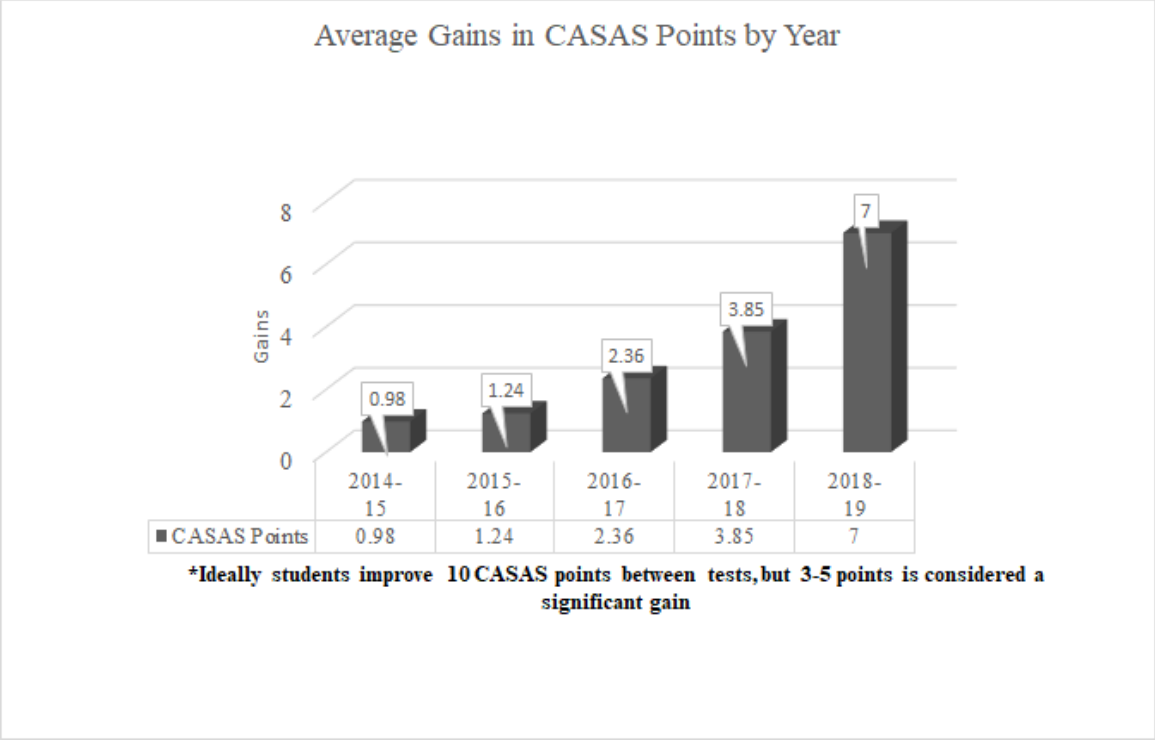

Although we have not captured the number of student gains that we would ideally like to see, we have steadily improved each year from only .98 points in the 2014–15 school year to 3.85 in the 2017–18 year. This year we are projecting an average gain of 7 points based on the gains we have for this school year and the five year trend. In order for us to capture our students' gains, it is imperative that our students consistently receive pre- and post-tests. At HCCS we are committed to increasing our level of CASAS assessments. Below is a graph that shows the number of students who received CASAS pre- and post-tests for the last four school years.

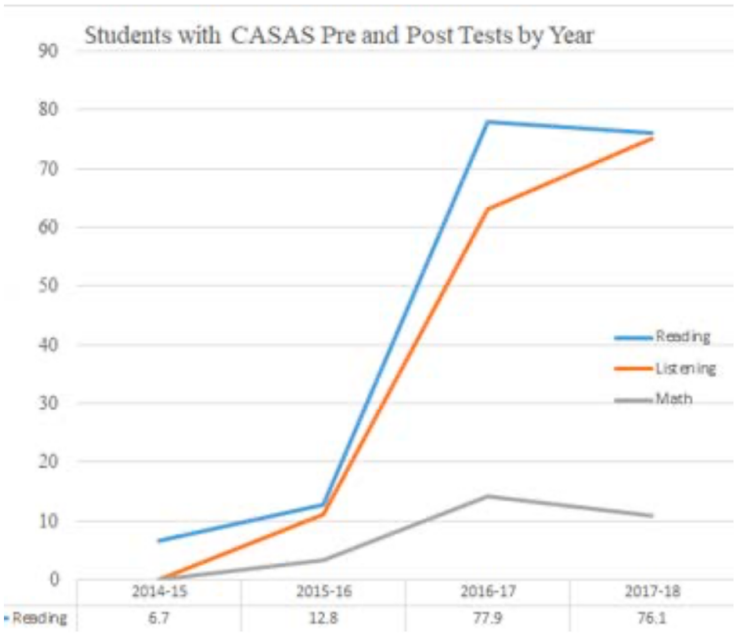

In the 2014–15 school year, we had a very low percentage of pre- and post-tests compared to the 2017–18 school year, when for reading and listening, we had pre- and post-tests at 76.1% and 75.2% respectively. This percentage is based on our Average Daily Attendance (ADA). Every year we have improved in reading and listening, even while our enrollment grew expeditiously. The one test in which we need to improve is math. As this graph indicates, we have not made improvements in the number of CASAS pre- and post-math assessments. In prior years, we did not assess our ELD students in math as part of the enrollment process and instead primarily assessed our high school students. Beginning in the 2018–19 school year, both high school and ELD students will be assessed in math as part of the enrollment process.

Teachers, counselors, and proctors do their best to get CASAS pre- and post- tests from every student; unfortunately, we have been unable to get them from every student. By hiring several new proctors, training more teachers and staff, purchasing more laptops to run CASAS, and developing a more rigorous testing schedule, HCCS will provide more succinct data regarding CASAS testing pre- and post-tests in the future.

Grades

At HCCS we have two systems for student grades: one is for ELD students, and one is for high school students. For the ELD students, we use the letter grades M, A, D, and E. M has a Grade Point Average ("GPA") value of four points, A has a value of three points, D has a value of two, and E has a value of one GPA point. The letter grade of M is equivalent to 90% mastery, where E is 80%, D is 70%, and E is 60% or below. In ELD, the M grade is the only grade that demonstrates level mastery and readiness for level promotion.

Grades	**Descriptions**
M- Meeting	The student is meeting or exceeding standards.

A- Approaching	The student is approaching standards.
D- Developing	The student is developing an understanding of standards.
E- Emerging	The student has an emerging understanding of the standards.

In the 2016–17 school year, ELD students received a total of 1,320 M's and 850 A's for a total of 2,170. For the same year, 121 students earned D's and 32 students earned E's. In the 2017–18 school year, we gave 1,274 students M's, 1,401 students A's, 444 students D's, and 259 E's. So far in the 2018–19 school year, HCCS has only entered grades for one quarter. Last quarter, 288 students earned M's, 484 earned A's, 105 earned D's, and 9 students earned E's.

It is important to note that this chart shows the total number of each grade given per academic year. The ELD students are graded in the subjects of reading, writing, speaking, and listening. The CASAS post-tests are also utilized as an external assessment to determine a student's grade.

Below is a bar chart that shows the distribution of ELD grades by percentage and year:

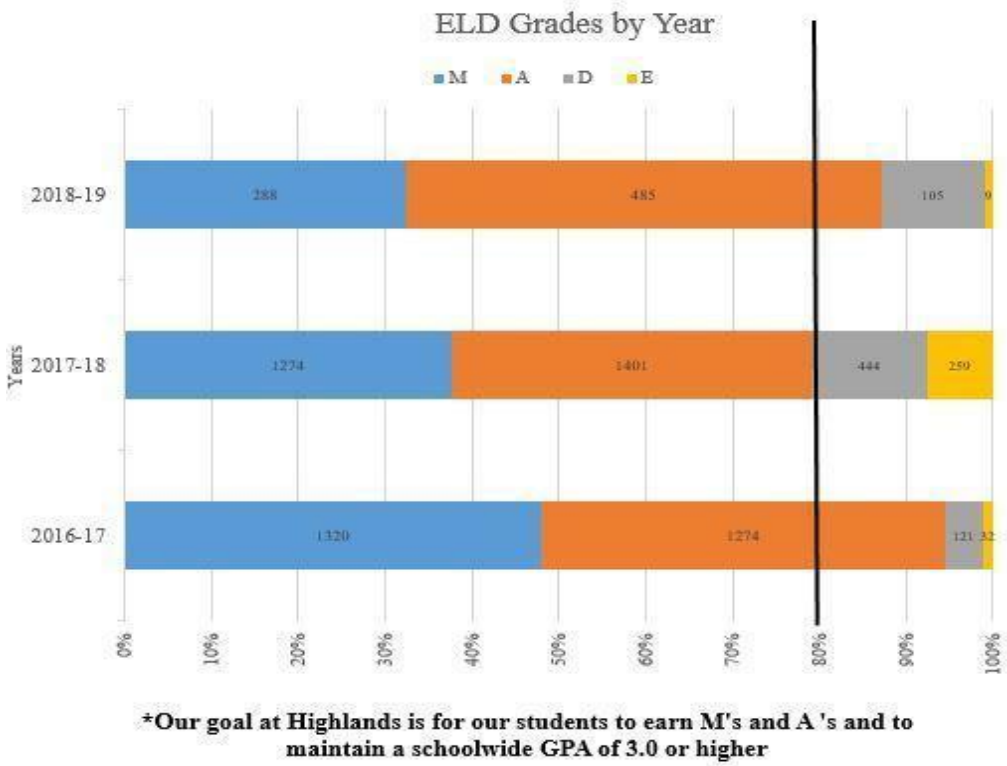

***Our goal at Highlands is for our students to earn M's and A 's and to maintain a schoolwide GPA of 3.0 or higher**

In the 2016–17 school year, 56% of the ELD students completed a level, and 93% of them received either an M or an A. Only 5% received a D, and 1% received an E. In the 2017–18 school year, 38% of the ELD students completed a level and 79% earned either an M or an A. That same year, 13% of the ELD students earned a D, and 7% earned an E. In the 2018–19 academic year, so far 32% of the ELD students have

completed a level and earned an M and 87% have earned either an M or an A. Almost 12% of ELD students earned a D and 1% earned an E.

Success and accurate grades for all our students, both ELD and high school, are very important to us. Our goal is to have a schoolwide grade point average of 3.0 or higher. Below is the English Language Development GPA data for the 2016–17, 2017–18, and what has been documented so far in the 2018–19 school year:

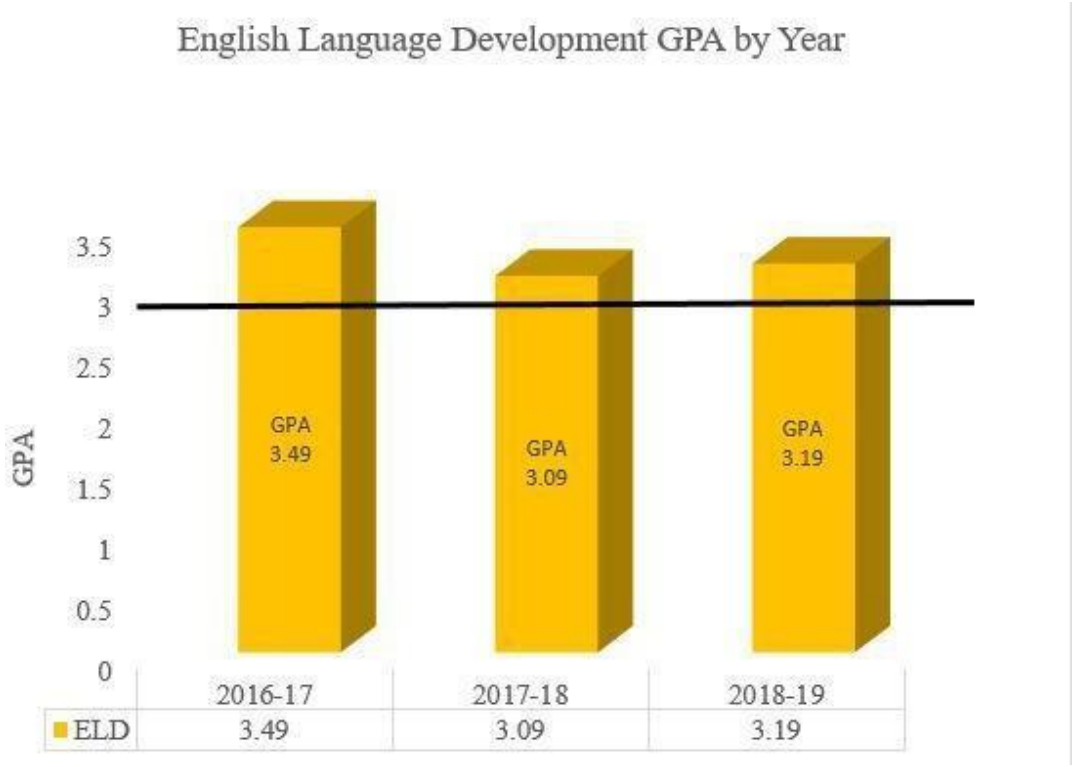

Since we implemented the MADE grading system for ELD students in the last quarter of the 2016–17 school year, ELD students have maintained a grade point average of 3.0 or higher. In the 2016–17 school year, ELD students had an average GPA of 3.49. During the 2017–18 school year, ELD students had an average GPA of 3.09, and so far in the 2018–19 academic year, they have an average GPA of 3.19.

As mentioned before, HCCS's schoolwide goal is to have an average GPA of 3.0 or better for all programs. While all of our programs have achieved this goal for the last three years, the high school students tend to have a higher GPA than the ELD students.

Below is a graph of the High School GPA by year for the past three academic school years:

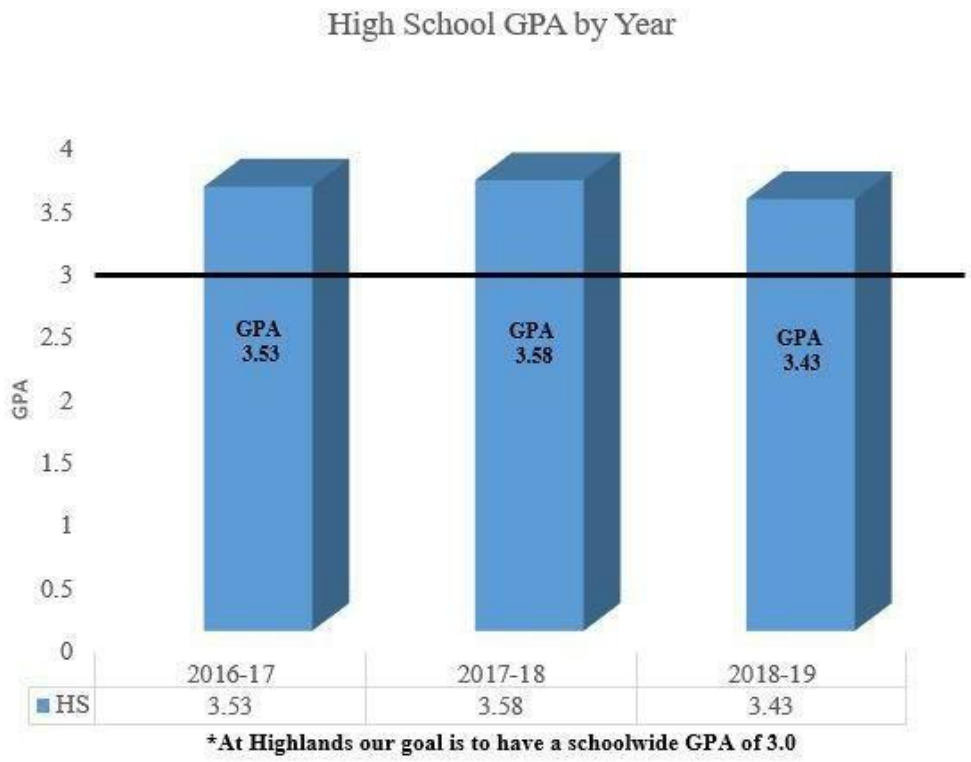

While the ELD students had an average GPA of 3.49 in the 2016–17 school year, the high school students had an average GPA of 3.53. For the 2017–18 school year, the high school students had an average GPA of 3.58 while the ELD students had a GPA of 3.09—a considerable difference at .49 GPA points. This year the difference in grade point average between ELD and high school students is declining with a smaller gap of .24 GPA points, where high school students have an average GPA of 3.43, and ELD students have an average GPA of 3.19.

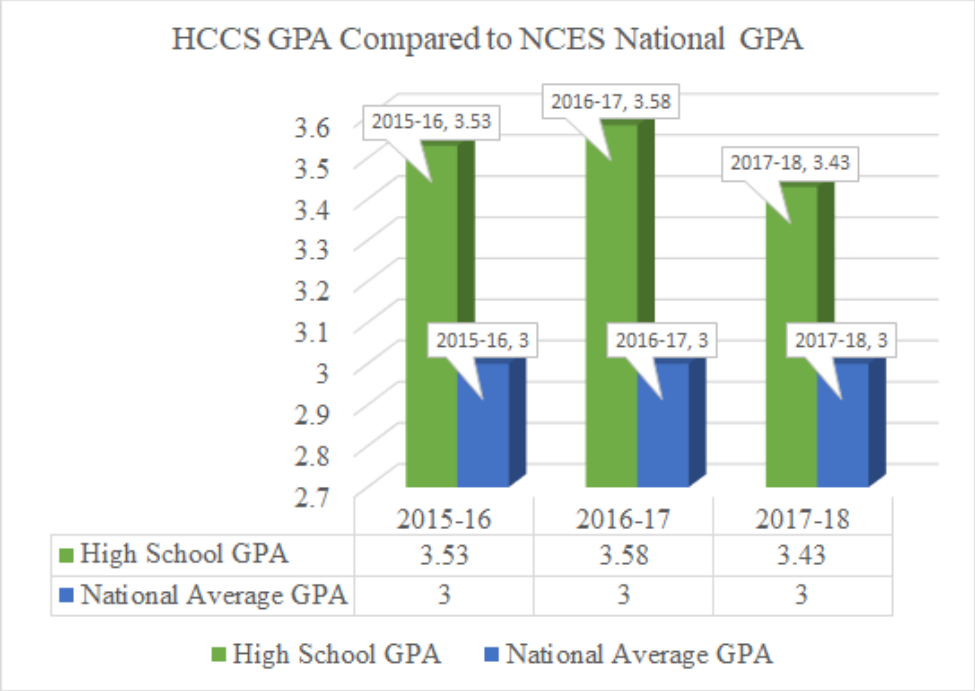

COAAPS Data

In 2016–17, HCCS applied for a Workforce Innovation Opportunity Act ("WIOA") grant and it was awarded for the 2017–18 school year. Then in 2017–18, we began creating EL Civics modules for the students and assessing them on the objectives. For the 2017–18 school year, we selected two themes based on students' greatest needs: community resources (DMV) and health (Healthcare). For the DMV packets, HCCS chose three relevant objectives related to Community Resources (DMV): Reading and Understanding Street Signs (Objectives 12.1, 12.2), Traffic Stops (Objective 12.8), and Citations (Objective 12.10). For Health packets, HCCS chose: Talking to a Doctor (Objectives 28.2, 28.5), Making Doctor Appointments (Objectives 28.4, 28.12), and Completing Medical History Forms (Objective 28.6

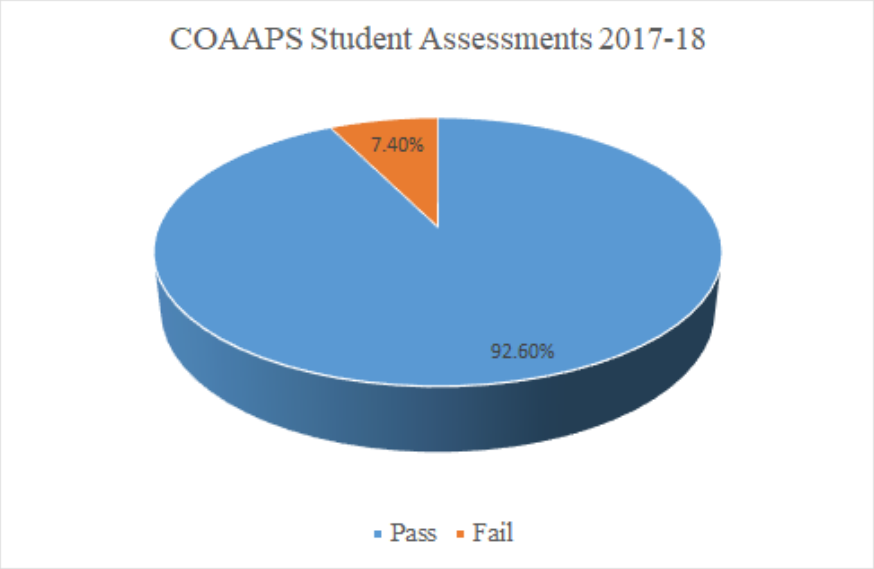

HCCS asked the ELD teachers to choose at least one of the themes based on their students' interests and needs. Overall, these EL Civics materials were taught in 32 classrooms: DMV was taught in 14 classrooms and Health was taught in 18 classrooms. A total of 756 students were assessed. Below is a graph that shows our student learning data for the 2017–18 school year

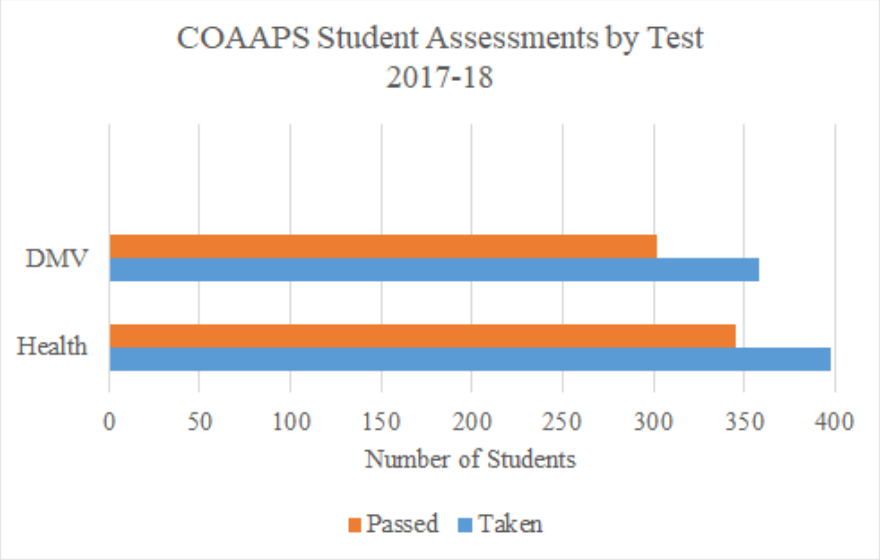

Of the 756 students who were assessed, 700 of them passed their assessment. Overall, 92.6% of our students passed while the remaining 7.4% of our students did not. Of the 756 students who were taught EL Civics, 358 students studied DMV and 398 studied Health. Our students did slightly better on their EL Civics Health assessments than on the DMV assessments, but overall our students did very well on both.

Promotion and Graduation

Below is a table that shows the number of ELD students who were promoted for the 2016–17, 2017–18, and so far in the 2018–19 school year in one or more of the following areas: reading, writing, speaking, or listening:

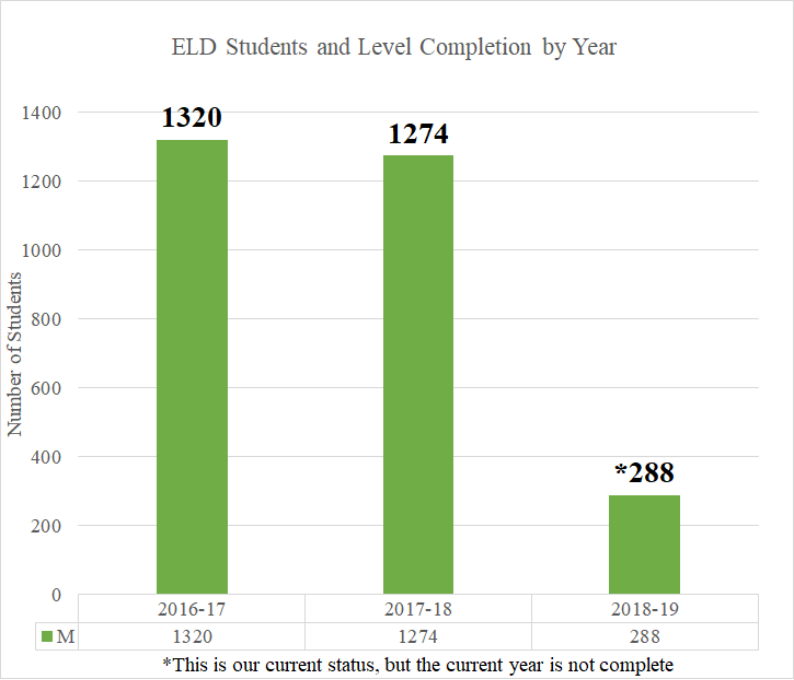

In the 2016–17 school year, 56% of the ELD students completed at least one level compared to 37% in the 2017–18 year, and so far in the 2018–19 school year 288 students have progressed at least one level. At the end of the 2016–17 school year, the grading system was introduced. It is possible that during the first quarter of grading, teachers were still learning to appropriately assign grades. That may have resulted in a high distribution of M grades compared to the 2017–18 school year. We are currently in the second quarter of the 2018–19 school year which explains the low number of M grades and ELD level completions.

High School Graduation Data

Rather than promotion, graduation is the best way to identify course completion for our high school students. At HCCS our graduation day is like a holiday worthy of celebration. It is the culmination of

years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma, and exit as a graduate. Since this happens on a very regular basis, we wanted to provide more than one opportunity a year for students to celebrate and "walk the stage." At HCCS we hold a graduation ceremony every summer and winter. Each year the venue has changed in response to graduation growth. Most recently, we held the Summer 2018 Graduation at The Center at Twenty Three Hundred, which is a venue that holds approximately 500 attendees.

Below is a graph that shows the number of high school graduates per year for the 2015–16, 2016–17, 2017–18 school years, and our graduation projections for the 2018–19 school year.

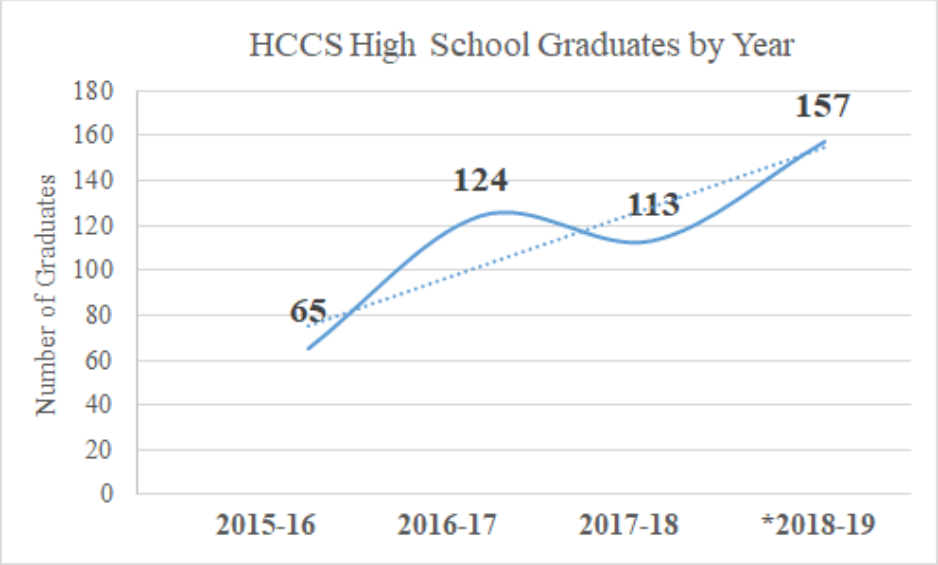

***This is projected for the 2018-19 school year based**

The number of students who graduated from HCCS doubled each year for the first two years and has held steady at about 120 students for the past two school years. In the 2015–16 school year, we had 65 students graduate. There were 124 students who graduated in the 2016–17 school year, and 113 students who graduated in the 2017–18 school year. For the 2018–19 school year, we project that of the 350 students we have enrolled in high school, 157 will graduate.

Re-designation

At HCCS we want to ensure that we are providing our ELD students with all of the tools they need to achieve their goals. One way we do this is by transitioning our ELD students from our English Language Development program into our high school program and re-designating them as high school students.

To be re-designated from ELD to high school, each student should satisfy at least three of the following criteria: a minimum CASAS reading score of 225, CASAS minimum listening score of 225, a minimum CASAS math score of 220, a minimum ELD level 6 equivalent rubric score on the HCCS writing assessment, a minimum ELD level 6 equivalent rubric score on the HCCS speaking assessment, a minimum score of "approaching" on the student ELD portfolio rubric. A teacher recommendation may

take the place of an ELD portfolio if a student has not produced a portfolio of work. All new students, who have been in attendance less than one month, or incoming students should use the HCCS writing assessment requirement as one of their three criteria.

Below is a graph that shows the number of our ELD students who have entered our high school program by year:

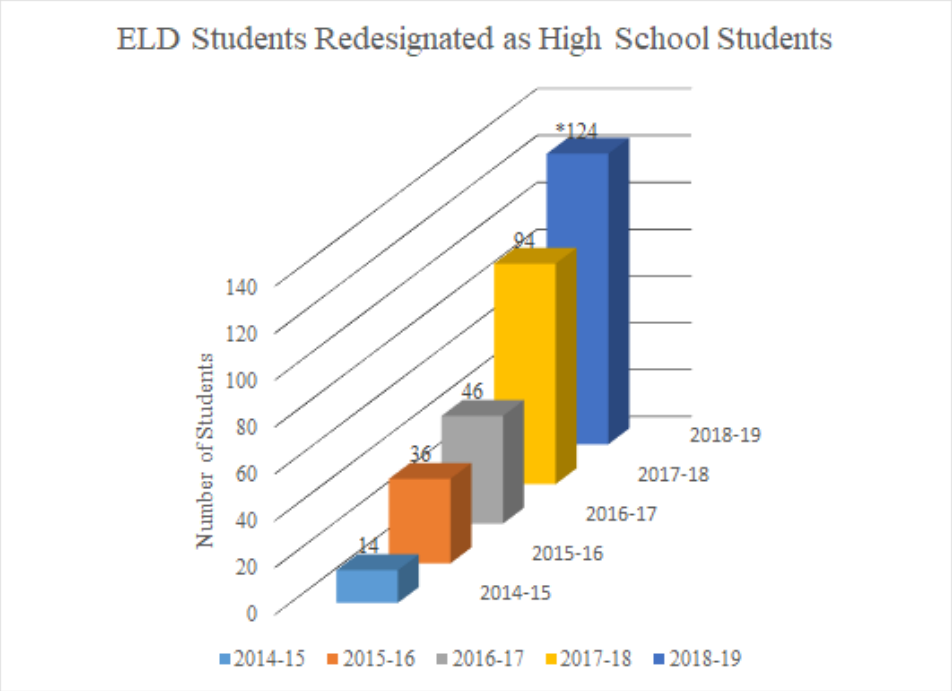

***For the 2018-19 school year this number is projected based on the trend and enrollment**

Since the 2014–15 school year, we have had a steady increase in the number of ELD students who have been reclassified from our ELD program to our high school program. We saw the biggest increase during the 2017–18 school year. So far for the 2018–19 school year, 31 ELD students have been reclassified as high school students. Based on that figure, we are projecting that 124 ELD students will reclassify by the end of the 2018–19 school year.

ELD Graduation Data

Similarly, we have seen a steady increase in the number of ELD students who have graduated from our high school program. From the 2015–16 school year to the 2017–2018 school year, the number of high school graduates more than doubled. Based on the 9 graduates in the first quarter for the current school year, we project 36 students who began instruction at HCCS in our ELD program will graduate from High School this year.

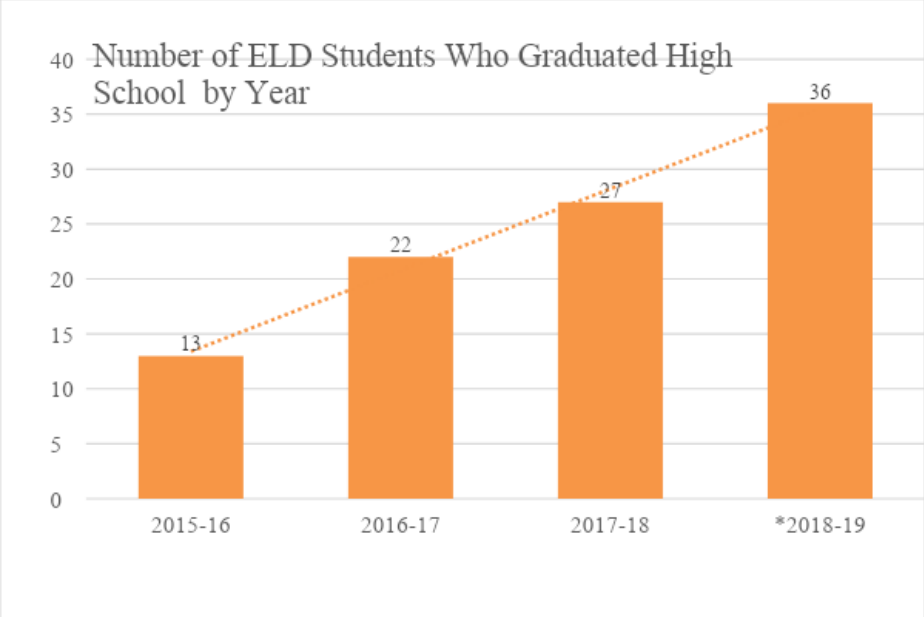

***For the 2018-19 school year this number is projected based on the trend and enrollment**

CTE Programs

HCCS recognizes the importance of a robust Career Technical Education program, especially for students who have been traditionally unserved. Programs have been created with our students in mind. We hope that our programs will lead to livable wage careers. Historically, we have sought to expand our programs based on student needs and interests. For example, when students were interested in entering the medical field, HCCS attempted to create a program that would allow students to gain knowledge and experience in that field. In addition to student needs and interests, HCCS has also looked at local workforce and regional plans to grow its current and future programs.

Community Partnerships

We know that our students have many needs and that we do not possess the resources to address all of them. For that reason, we have developed many community partnerships with other schools and organizations. Since we opened our doors in the 2014–15 school year, we have created 16 partnerships. Through these partnerships we have a wider reach in our community, and our students have increased access to the tools they need to achieve their goals.

External CTE Programs

We are pleased to have six internal CTE programs and two external CTE programs as part of our high school program at HCCS. We know that our students need more than English Language Development and a high school diploma; they need the tools and skills to get a living wage job. One way that we are able to offer state of the art training and programs is through our partnership with Asher College and Cosmo Beauty Academy. At HCCS we are pleased that a total of 1729 students have participated in our career programs, both internal and external.

Asher College

At HCCS we are proud to partner with Asher College, a vocational and trade school in Sacramento that opened in 1989 to provide hands-on training in medical, business, and information technology. Through this program, we are able to offer our students three information technology programs at no cost. These programs include A+ Information Technology, Medical Office Administration, and Office Administration, which includes Microsoft Office Certifications. Since we began our partnership with Asher College, 191 students have taken Microsoft Office and 208 have taken Computer A+ Tech.

Cosmo Beauty Academy

We are also proud to partner with Cosmo Beauty Academy (Cosmo), a vocational beauty school that offers cosmetology, esthetics, and manicuring programs. It first opened in 2007 in Sacramento and is accredited by the Board of Barbering and Cosmetology, the Bureau of Private Postsecondary Education, and the National Accrediting Commission of Career Arts & Sciences. Since we began partnering with Cosmo in the 2015–16 school year, 46 of our students have participated in their program.

Academic Support and Student Support Services

At HCCS we have the unique opportunity to work with adult learners who have faced many challenges and who require both academic and personal support in order to successfully meet their academic and career goals. Over the last five years, our students have demonstrated and communicated the things they need and ways they need to be supported. In response to our students' needs, we have developed several academic services and student support services. Academically, we support our students through our Career Success Center, ELD Navigators, library and reading services, and CTE programs and partnerships, as well as many other academic support services. Our student support services include homeless services, a free clothing closet, and a Civics 101: Rights and Responsibilities class presented by the District Attorney's Office. Our students have faced many academic and personal challenges throughout their educational journeys, and it is truly our pleasure to support them through our educational programs while they achieve their goals. We recognize that our students have many needs. While many of their needs are academic, some are personal. Our student-centered teachers, staff, and counselors interact with our students regularly to understand the areas where they need the most help. We want to improve our students' lives through our services. We have found that many of our students are unable to succeed in their classes when their basic physiological needs are not being satisfied. At HCCS we have created extensive academic and student support services to meet the needs of our student population.

Employment/Wage Gain Data

At HCCS we have contacted over 300 high school/CTE graduates and asked them about their lives and careers after graduation. Below is a pie chart that represents the percentage of high school/CTE graduates who are employed and/or in college and those who are not:

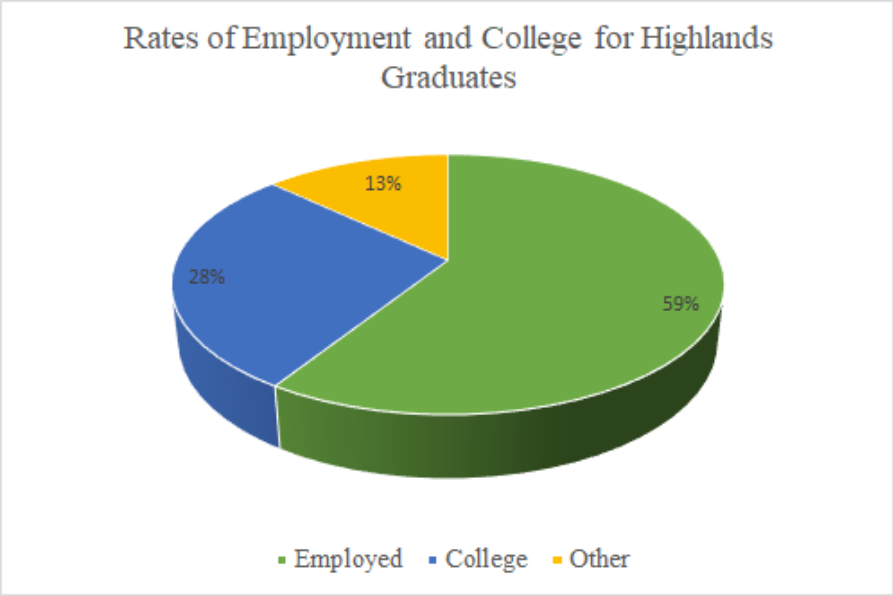

Of the students contacted, 28% are attending community colleges, state colleges, or private colleges while 59% are employed. The remaining 13% were unemployed or not pursuing further education. This means that of the students surveyed, 87% of our graduates are either working or are in college. At HCCS we pride ourselves on turning tax takers into tax payers and helping student create legacies where there may not have been any before.

In addition to employment rates and higher education, we have also collected information on wages. Part of our mission is to build new legacies leading to self-sufficiency and generational change. One of the ways we do this is through wage gains. Below is a graph that compares our students' average wage when they enrolled at HCCS compared to the average wage of our high school graduates.

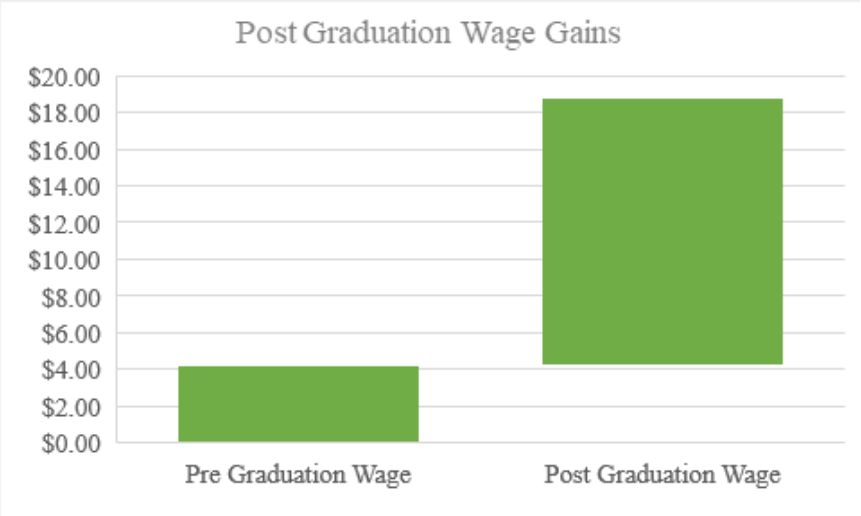

At HCCS our average graduate wage gain is $10.37 per hour post-graduation. When our students enrolled we documented their wages and then compared them to the wage they were earning after graduating from HCCS. This makes a direct impact on students' abilities to establish self-sufficiency. Our students' prior average wage was very low because many students had never worked or were relying on public assistance. Providing CTE training through the high school program enables students to earn livable wages upon high school completion. Some of our CTE programs, like Truck Driving, have a higher average wage upon completion due to the labor market for that specific occupation. The average wage for a truck driver upon completion of the program is $21.50.

Academic Support Services

Career Success

Our Career Success Center ("CSC") was created in the 2015–16 school year to review our students' resumes. Today we provide many services to our students in order to assist them with finding employment. We currently have four employees who work in our Career Success Center, including two Transition Specialists, a Student Engagement Liaison, and a Career Center Supervisor. The Career Success Center is located at our main campus on Grand Avenue and it's open from 8am to 3pm, Monday through Friday. In addition to our Career Success Center, our support staff organizes workshops and field trips. At our Career Success Center, we accept both walk-ins and appointments and we connect our students to the following services:

- Job fairs
- Job search
- Assistance with CalJOBS

- Application help
- Contacting employers
- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Expungements
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- One-on-one academic support

At HCCS our students have many goals, but all of them want to improve their lives. We support our students through academic and employment support. For our ex-offenders, we work alongside them to get their records expunged when possible. These services are available to our current ELD and high school students as well as our alumni because, At HCCS "it's never too late." At the beginning of the 2018–19 school year, we began tracking services provided at the Career Success Center, and so far this year, we have seen 191 students in the Center as well in workshops. Here is a breakdown of students using our services:

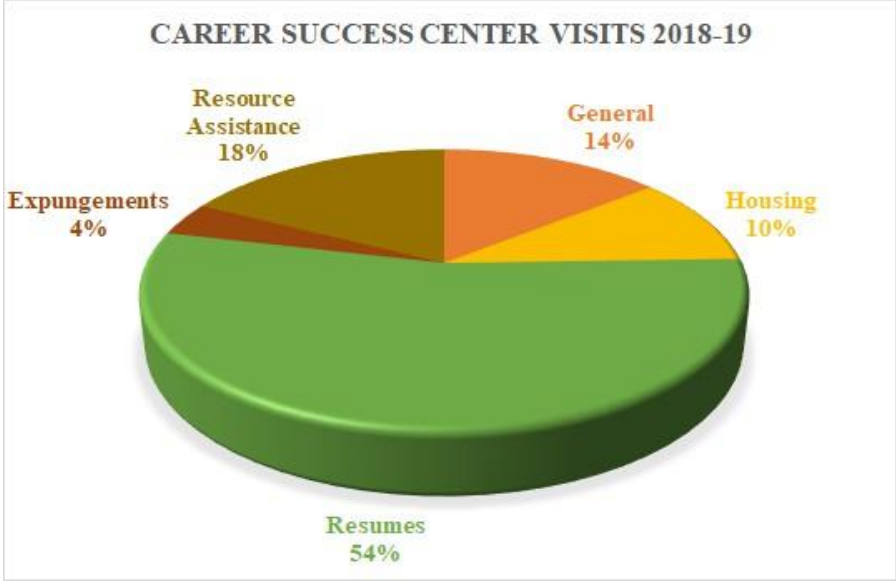

In July 2018, we began tracking our students' logins to our Career Success Center and workshops. So far this year, the majority of our students visiting the Career Success Center have needed help with their resumes or CVs, at 54%. Resource assistance was the next most common service with 18% of students needing help with resources. Resource assistance refers to resource outsourcing. When students need access to a service that we do not provide, we offer a referral to a partner or an organization equipped to assist our students. Around 14% of our students required general knowledge or support; students often have questions about the types of services offered at our Career Success Center. Next, 10% of our students needed help with housing services while only 4% needed support with expungements.

Expungements

Our expungement process begins at the Career Success Center. Our Career Success Center has employees who are experienced in the expungement process. We have forms and contact information to begin the process. Our staff collaborates with our students to ensure that all of the steps are followed. We will even attend court with our students. We have had many students go through the process and clear their record of DUI's, narcotic offenses, property offenses, and many other criminal cases.

ELD Navigators

At HCCS we have amazing programs and opportunities for our students, and we want to ensure that every student understands all of the services that we provide. We currently have and students who speak over 39 languages, there have been some barriers to clear communication. In October 2018 we extended our counseling services to include ELD Navigators. Our Navigators serve a critical role by communicating with our ELD students and providing academic and career support. This program was developed to ensure that all of our students at HCCS have access to all of the community resources, school activities, and support that they need. Our Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and they travel to all of our campuses to present our school's services and programs. Since we've implemented this program, our Navigators have presented in 13 classrooms at eight of our sites. Following their site presentations, our ELD Navigators work one-on-one with our ELD students (in our students' native languages) to address their individual needs.

Library Services

We started our library in September 2016 to provide books to our students. We started the library by taking book donations from various resources throughout Sacramento. When we first started our library, we only had 100 books. Our vision was to have a library conveniently located at our main campus where students of all reading levels could borrow books. Today, we have over 1500 book titles logged into our library system using Book Retriever. We have approximately 15 teachers and 130 students regularly utilizing our library resources. Additionally, we provide access to our books through our Mobile Library, a repurposed RV, which delivers both clothes and books to our off-site locations. We currently have 50 books in the Mobile Library, and more than 300 books are being stored for future off-site delivery. Through the mobile library service we hope to significantly increase the number of teachers and students using our library services.

Reading Services

At HCCS most of our students enroll into our high school program at a remedial reading level and need to improve their reading and literacy skills in order to complete their diploma. Through CASAS reading assessments and teacher recommendations, we realized that our students desperately needed academic support in this area. In the 2015–16 academic school year we implemented two supplemental reading classes for our high school students: Reading Skills I and Reading Skills II. These classes introduce the

Systematic Instruction and Phoneme Awareness, Phonics, and Site Words (SIPPS). SIPPS is a foundational reading program that builds reading skills and improves reading comprehension. It is designed for students who struggle with decoding. This program is used as a tool for intervention and assists teachers in helping remedial readers at the K-12 reading level. This class is treated as an elective class and lasts for six weeks. Students could earn up to five credits over the duration of the course. After six weeks of the class, the majority of students showed gains in confidence and in reading level. Students also showed improvements on the Slosson Oral Reading Test. Some students remained in the reading skills class to finish their five credits, and others moved on to complete academic credits. Some students who needed more reading improvement continued in reading skills, moving on to part II.

Then in the 2017–18 school year, we re-evaluated our high school reading program. We realized that we had many high school students struggling in their classes as a result of their reading level, so we decided to expand our remedial reading services. The idea was that if students could improve their reading comprehension, then our other academic high school classes would become more accessible to them. We hired a Reading Specialist in order to help tackle this task. The Reading Specialist travels to our high school sites and works with both individuals and groups who need remedial reading support. Our Reading Specialist has also created a curriculum to combat low literacy. It is focused on: decoding, fluency, spelling, and reading comprehension. We hope that by providing additional academic support to our remedial high school readers, they will have one more tool to succeed and achieve their goals.

Student Support Services

Positive Direction

Positive Direction is a student group that meets weekly at lunch. During this student group, lunch is provided to our students at no cost to them. The primary purpose of this group is to provide our students with strategies for managing stress. This is also a place where we provide tools to our students to help them overcome barriers. It is a confidential place where all of our students are welcome. In addition to managing stress, weekly discussions focus on improving interpersonal communication skills and nurturing healthy relationships with friends and family. Other topics of discussion include time management skills, study skills, and active listening. Finally, the group also addresses personal issues our students may have, such as coping skills for dealing with anxiety, depression, and past trauma. At HCCS we know that our students have overcome many challenging obstacles before enrolling, and we want to ensure that we are supporting the whole student.

Homeless Services

One of the obstacles that many of our students face is homelessness. While only a small percentage of our students live in shelters, in cars, or on the street, many of them are in transitional or short-term housing, staying with friends or family, or sleeping on couches. To address this need, we created a Homeless Services program as part of our student support services. Through our Homeless Services program, we serve our homeless student population though prevention, early intervention, and emergency support. We coordinate and collaborate with other agencies to connect our students with emergency, short-term housing (such as shelters) and long-term housing solutions. We work in conjunction with Sac Steps Forward to find housing placements and to meet the needs of our homeless students. We believe that by helping our students secure safe housing they can focus on meeting their educational and career goals.

Clothing Closet

One of the services we are very proud of is our Clothing Closet. We began working to open our Clothing Closet in March 2017 to provide our students with free, gently used, professional interview wear for our

students with job interviews. In April 2017, we had our grand opening. When we started, we had open hours every morning, at lunch, and an hour in the afternoon. To get things started, our staff and teachers went through their closets and donated everything they could part with. One of our high school students volunteered to wash, dry, hang, and organize all of the donations. Upon her graduation, that student was hired at HCCS and continued to work in that capacity. Although the primary goal was to collect work attire, we accepted every type of clothing, even children's clothes. As the closet grew, we began receiving requests from students for additional products such as diapers and toilet paper. Although our primary goal is to provide clothes, we will take any student request. We frequently receive notifications from our students about household items, strollers, and furniture that our students need. Our students at Grand Avenue were very happy with the service, but due to the limited transportation and mobility of our off-site students, they were unable to access our Clothing Closet. Therefore, in September 2017, we purchased an RV to mobilize our closet and provide access to our students at our off-site locations. Since we started the Clothing Closet, we have served approximately 1800 of our students at 11 of our locations. For many of our students, their inability to purchase professional clothes was a barrier to employment and to ultimately achieving their goals. This is one way we are able to meet some of our students' immediate needs and support them while they actively take steps to improve their lives.

District Attorney's Office: Rights and Responsibilities

In March 2018, we began partnering with the Sacramento County District Attorney's Office, Sacramento County Sheriff's Office, Sacramento Police Department, County Code Enforcement, and the Sacramento City Attorney's Office to provide Civics 101, Rights and Responsibilities to our ELD students. Most of our ELD students are immigrants and refugees who are new to the United States. The class provides an overview of essential laws and practices that protect immigrants in the United States and covers the following topics:

- The First Amendment and the right to assemble peacefully
- The Fourth Amendment and the right to privacy from government intrusion
- The Fifth Amendment and due process
- The criminal justice system in the United States
- Renters' rights and legal actions
- Police and community partnerships
- How to interact with a police officer
- Laws in the United States
- Traffic laws, traffic stops, and citations
- Reporting crimes and emergencies
- When to call 9-1-1 and how to report a non-emergency
- Educational systems, compulsory attendance for K-12 students, and truancy
- Using public transportation (busses and trains)
- Neighborhood watch and community safety

Last year this class was taught in English and translated into six languages. The class will begin again in November 2018 and will be taught through April 2019. We expect 1580 of our ELD students to complete the class in the 2018–19 school year.

Citizenship

Since 2015, we have served more than 400 students in our Citizenship Preparation classes: 387 of them in the last three years and the 25 who are currently enrolled. In this class, our foreign-born students study and learn how to complete the N-400 application for naturalization and prepare for the United States

naturalization interview. Since the interview has two components, Civics and English, the course covers the requirements for both. In Civics, our students learn the principles of American democracy and American government, and their rights and responsibilities as citizens. Our students practice reading, writing, and speaking in English while they role-play and prepare for the interview. Throughout the class, students also have access to legal advising through our community partner, Opening Doors. Below is a graph that shows the number of students who completed the citizenship class and became naturalized, obtaining legal US citizenship through our classes:

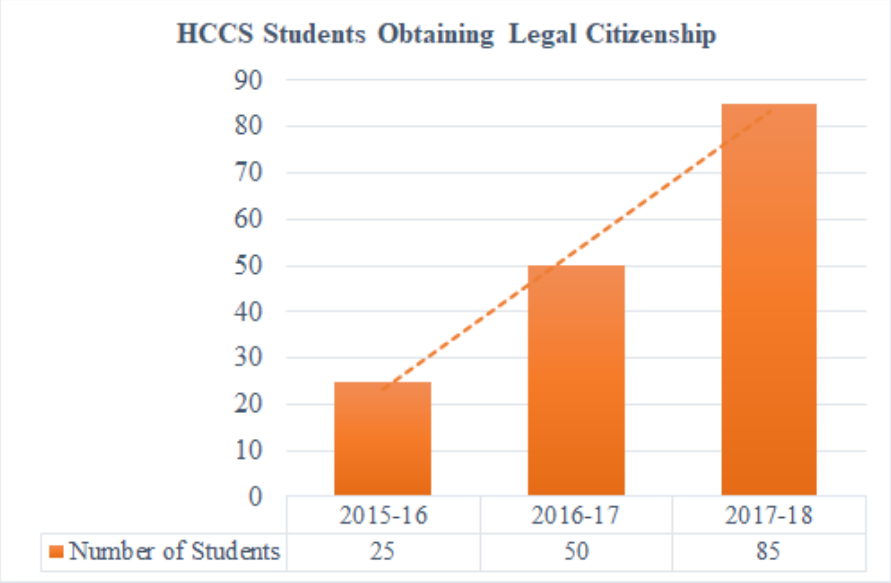

Since we started offering citizenship classes through our ELD program, the classes have grown each year. We have had over 400 students enrolled in our classes, but not every student completes the application or has the interview immediately following the course. Above is the data for our students who completed the process immediately following the class. In 2015–16 which was our first year offering the class, we had 25 students become legal citizens. That number doubled to 50 in the 2016–17 school year. Then in the 2017–18 school year, we had 85 students become naturalized legal citizens. For the 2018–19 school year, so far we have had six students become legal citizens. Since we started, that is a total of 166 HCCS students who have become legal citizens through the support of our classes.

At HCCS we are not only proud of the number of students who have become citizens, but we are also very proud of our students' pass rates. The national average is 91% and at HCCS our pass rate is 98%, seven points higher than the national average. With the success of this program, we have decided to expand it for the 2018–19 school year with additional teachers teaching the course and at more of our off-site locations.

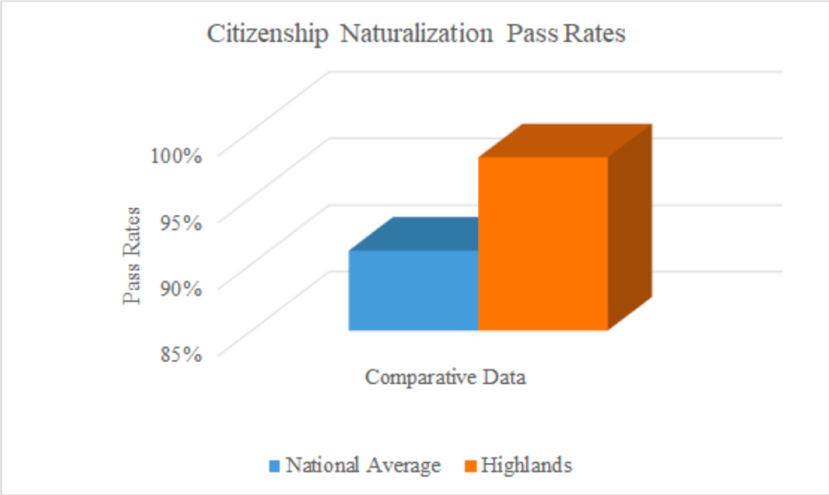

Field Trips

At HCCS our teachers, students, and staff value getting authentic community experiences and actualizing their classroom knowledge in real-life situations. This is reflected in our Local Control Accountability Plan ("LCAP") data and budget. Every year, teachers take our students on engaging and educational trips outside of their traditional learning environments. Past field trips have included:

- Sacramento's State Capitol
- Sacramento Public Libraries
- A tour at Raley Field
- Sacramento River Cats baseball game
- Sacramento City College information sessions
- Resume workshops
- A 4th of July fireworks display in Old Town Sacramento
- The Crocker Art Museum
- Sutter's Fort and the State Indian Museum
- Career fairs
- The Sacramento History Museum
- Lighthouse Charter School
- Mission North Park
- A parenting class hosted by UC Davis' MIND Institute



Hundreds of our students have benefited from these field trips, and they have greatly contributed to our students' learning, cultural awareness, and community involvement and participation. Below you can see a previous ELD Conversation Club at the State Capitol:

Student and Staff Satisfaction Surveys

At HCCS we want to ensure that we are meeting the needs of both our students and staff. In order to understand what we are doing well and where we need to improve, we utilize student and staff satisfaction surveys.

Student Satisfaction

Every year as part of our LCAP we conduct student satisfaction surveys to measure connectedness, student learning, how students view staff, courses, and course materials. The following student satisfaction data is from the 2017–18 LCAP. Of our students, 726 responded in the student satisfaction survey, and the following graphs represent student feedback.

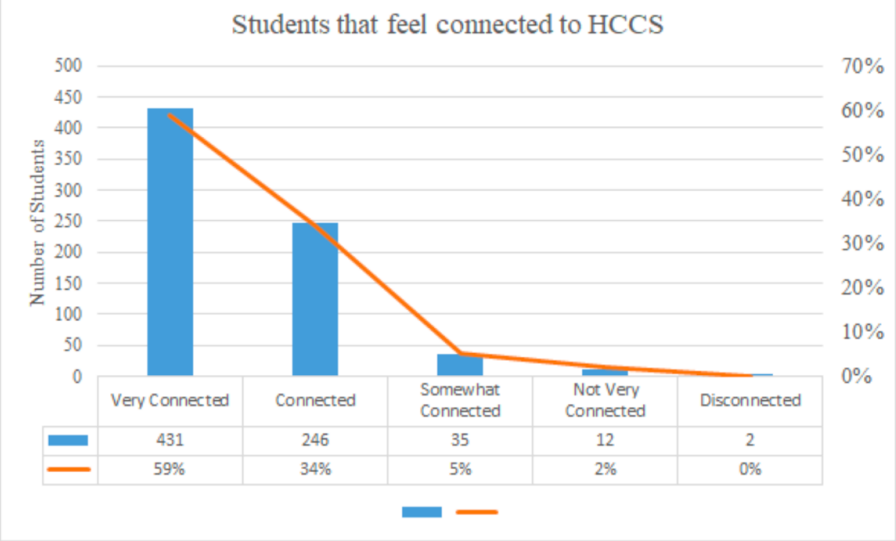

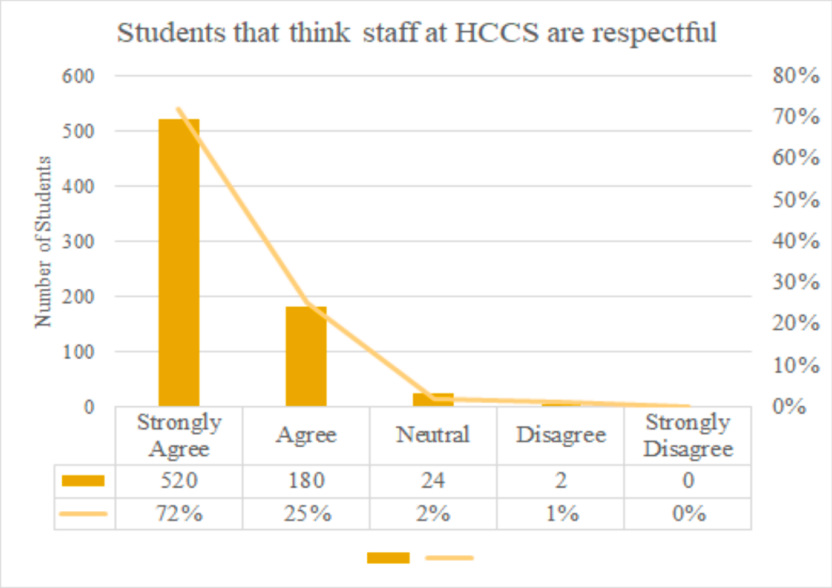
Students that think staff at HCCS are respectful
Number of Students
600
500
400
300
200
100
0
80%
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly Disagree
520
180
24
2
0
72%
25%
2%
1%
0%

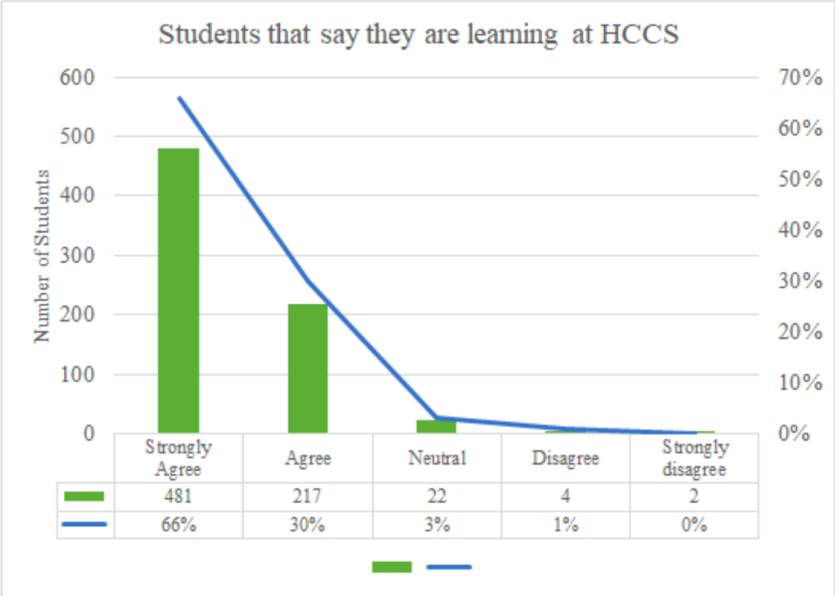
Students that say they are learning at HCCS
Number of Students
600
500
400
300
200
100
0
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly disagree
481
217
22
4
2
66%
30%
3%
1%
0%

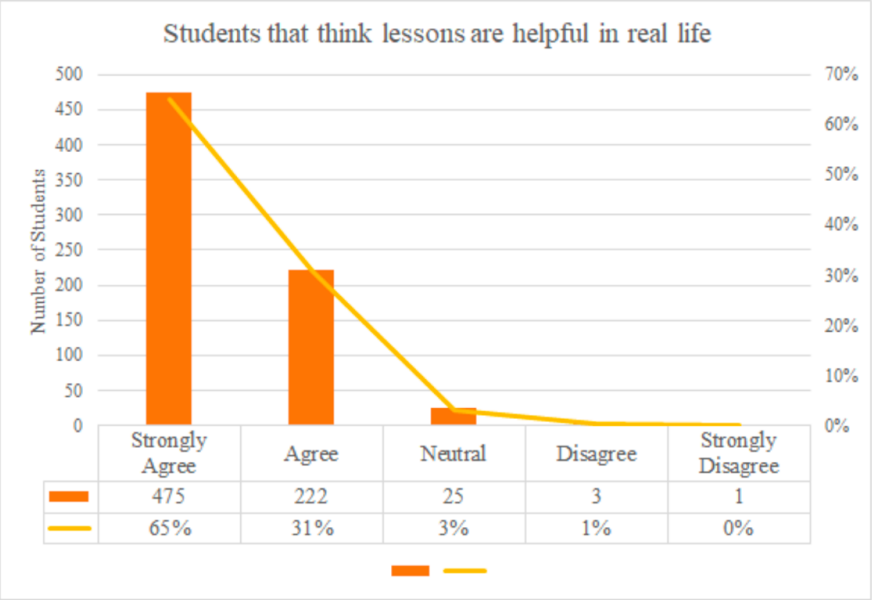

Staff Satisfaction

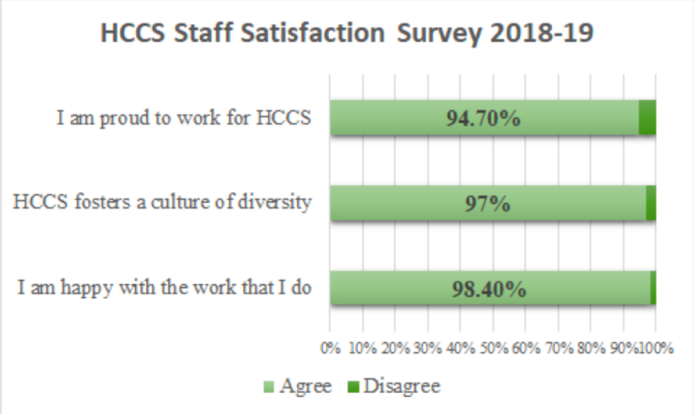

During the 2018–19 Staff Satisfaction Survey, 130 of our 154 staff were surveyed. The results reflected are the opinions of the 84% of our staff who participated. Of our staff who participated, 98.4% said that they either strongly agree or agree that they are happy with the work that they do while 97% of our staff agreed that we foster a culture of diversity and 94.7% said that they are proud to work for HCCS. Areas where we need to improve are related to technology. Of our staff surveyed, 66.2% said that technology issues are addressed in a timely manner, and 67% agreed that our Information Technology Department was open to employee ideas and suggestions. These surveys are essential to understanding our staffs' needs, and we look forward to improving our school and our staff experience and improving our Information Technology Department.

Challenges

We started HCCS in 2014 in response to the unmet educational needs of adults in our community. On our first day of classes, we started with 7 students and one site, and today we have 2,050 students enrolled and a total of 24 sites. We have grown very quickly, legitimizing how important we are in the communities that we serve. At HCCS we do our best to respond to the needs of our community. We have worked to adapt to the changing needs of our students as our student demographic has shifted from primarily serving ex-offenders in high school to serving immigrants and refugees in English Language Development/Citizenship and high school/CTE. Although we have many points of pride, primarily the success of our students, we recognize that as a school, we have areas where we need to improve.

At HCCS we have faced some obstacles in consistently implementing CASAS pre-tests and post-tests for some of our students at our satellite locations. We have experienced significant growth each year, and we have opened many new sites, which has created the need for a significant level of additional test proctors, computer technology, and internet access to maintain testing consistently. CASAS testing is a standard practice for most schools serving adults in California, it is mandated by WIOA that CASAS assessments are reported for adult participants, and it is one of our standard assessments; therefore, it is imperative that we improve our CASAS assessment practices. At HCCS we have made a significant organizational commitment to improving our testing practices schoolwide. We have increased the number of administrative staff, proctors, and teachers who are CASAS trained, and over the last two school years, we have hired five additional proctors as well as a Lead Proctor. All of our clerical administrative staff are currently CASAS certified. We are currently implementing a new CASAS testing schedule to ensure that new students are tested each week at our satellite sites as part of their enrollment process and our proctor's CASAS schedule is going to ensure every site is retested every six to eight weeks.

At HCCS we are accountable to the California Department of Education to ensure that our students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and in many ways fail to understand the needs of alternative students. As a result, California Department of Education recognized alternative accountability measures for alternative schools. In March 2015, we adopted the Alternative Schools Accountability Model (ASAM) and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, we have been accountable to the California Department of Education and adhered to the indicators set forth by DASS.

1.3: HCCS Target Student Population

At HCCS our school's target student population is adults who are 22 years and older without a US high school diploma. We specifically serve adults who have been unserved by the traditional educational system in the United States. This includes students who have been unable to complete high school such as young parents and ex-offenders. It also includes English Language Learners such as immigrants and refugees. Our demographic data shows that we have students from 71 countries. The ten most represented countries at HCCS are Afghanistan, Mexico, United States, Ukraine, Russia, China, Vietnam, Syria, Moldova, and El Salvador. Women make up 65% of our student population At HCCS and men make up the remaining 35%.

We have two programs: high school and English Language Development. Career Technical Education (CTE) is part of our high school program and Citizenship is part of ELD program. Our ELD students are classified as elementary education students and are placed into either first or second grade. Our lower level ELD students are categorized as first graders while our higher level ELD students are considered second graders. All of our high school and CTE students are enrolled into grade 12.

Interests
Our students come to HCCS because they want a better life; they want to learn or improve their English; they want to continue their education; or they want a job. At HCCS our students have varied interests and goals. Some of them want to complete our English Language Development program to participate in our community and help their children with homework, while some of our ELD students want to improve their English enough to complete our program and then go to high school and on to college. For our high school students, their interests vary as well. Some of them want to graduate high school and a CTE program. For others, they want to finish high school and then move on to college or a career path. No matter their ultimate goals, all of our students come to HCCS because they want a better life for themselves and their families, and it is our pleasure to support them.

Backgrounds
At HCCS our student population is diverse and so are our students' backgrounds and stories. However, there are some similarities that our students share. Over 90% of our students qualify as socioeconomically disadvantaged.

Our refugee students are primarily from Afghanistan, Syria, and Iraq. Men from Afghanistan tend to have a stronger educational and employment background than women and have higher literacy rates. Men also tend to score higher on our initial assessments in reading, writing, speaking, and listening. Many of the men from Afghanistan were engineers who worked with the US Army and were granted a Special Immigrant Visa because their lives were in danger after working with Americans. This also results in Afghan men having higher fluency in English than women, on average. The majority of women from Afghanistan were stay-at-home mothers, even those who graduated from a university. Most of the women from Afghanistan completed some primary education; although, many are illiterate in their first language, and some had never attended school before coming to HCCS. This is especially true for the women from the rural Southwestern regions of Afghanistan where Pashto is spoken.

Our high school and CTE students come primarily from two groups. Most of them are from the United States with the majority of that group being native to California. These students have a variety of backgrounds from race and ethnicity to academic and behavioral backgrounds. The other main group of high school students are students who come directly from our ELD program. Our students who have attended high schools in the United States had to leave school for many different reasons. Some had to

leave to work and contribute to their families at home. Others were suspended or expelled and asked not to return. There were others that left because they found school too difficult or boring. Our ELD students who come to the high school and CTE programs often have different reasons for completing a high school or CTE program. Many of them already have at least a high school diploma from their home country, but they need a United States high school diploma to develop their lives and careers or further their education. There are some ELD students who have very little education from their home countries as well. These students take ELD classes and blossom into students who believe they are capable, and they move on to high school/CTE.

Student Challenges

Our student population is unique and our students face many challenges. The majority of our students are socioeconomically disadvantaged and lack access to reliable transportation, computer technology, and childcare. Below is a graph that shows our students who are eligible for free or reduced lunch:

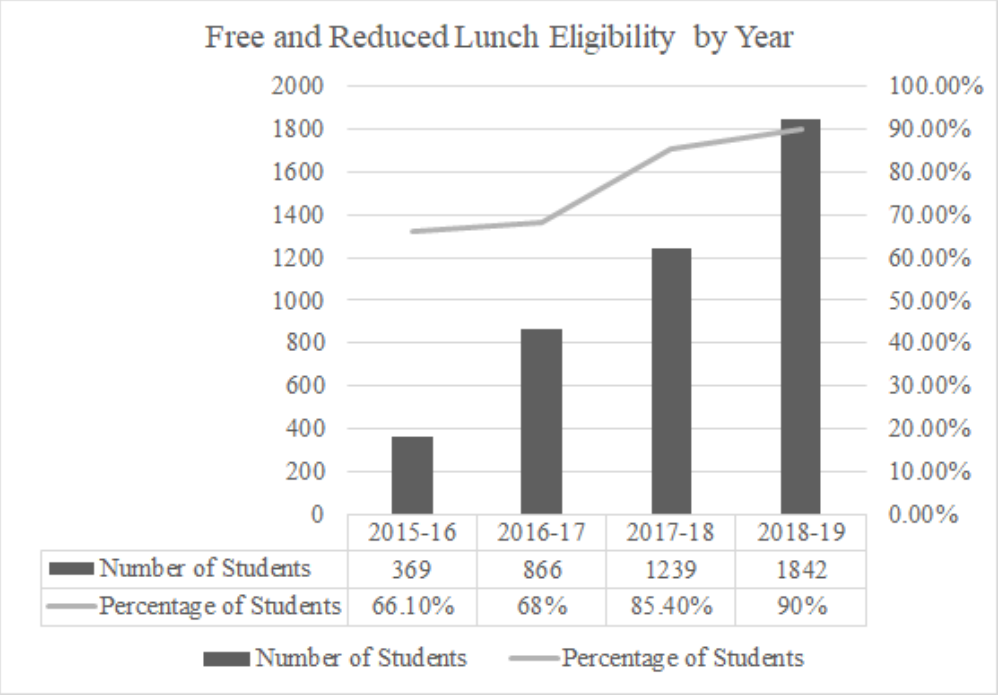

Our free and reduced lunch eligibility has been tracked in CALPADS over the last four school years and shows that since we first started tracking in the 2015–16 school year, our socioeconomically disadvantaged population has grown both numerically and by percentage of our population. In 2015–16 it is documented that we had 369 students who qualified for free and reduced lunch. Then in the 2016–17 school year, the number increased to 866. In the 2017–18 school year, that number increased by 473 to 1329. In 2015–16, 66% of our students qualified for free and reduced lunch, and we currently have 1842 of 2050 or 90% of our student population qualifying. This data indicates that each year we are serving more students who require access to services. Many of our students have struggled with addiction, homelessness, and the social-emotional impacts of those and many other challenges. Some of our students are ex-offenders. Our students who have been incarcerated face a great deal of adversity re-entering school and trying to find employment and often lack the educational skills they need to succeed in an academic setting. These

students are often deficient in academic skills and require remedial courses. Below is a graph that shows the number of homeless students at HCCS:

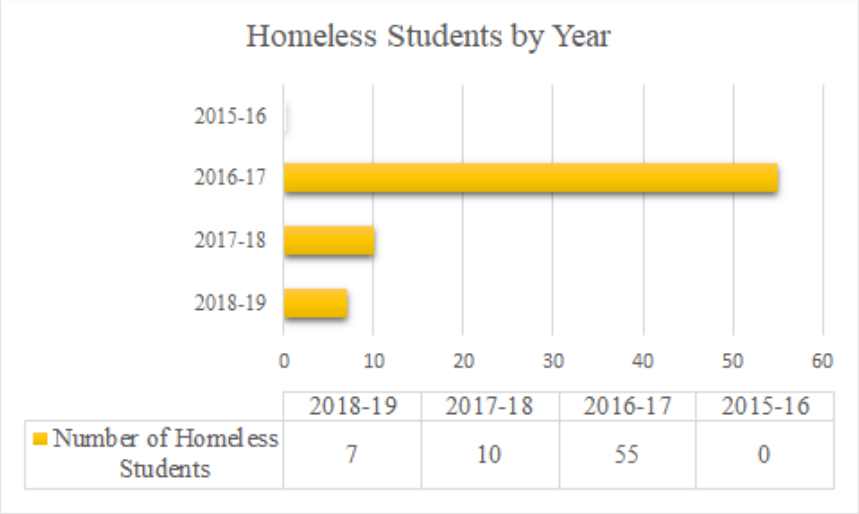

Because of the social stigma associated with homelessness, it is often underreported by students. There is also the critical issue of defining it. For our reporting purposes, we consider a student to be homeless if they are living on the streets, in shelters or cars, or in a temporary living situation without a fixed address. Many of our students who are temporarily staying with friends or family until they can "get on their feet" do not report that they are homeless.

Many of our students also lack access to many basic items such as food, clothing, diapers, books, and school supplies. Our students are also very busy and have a limited amount of free time. Our students are often adults with families, and many of them are employed while juggling several responsibilities.

Our refugee population also faces many challenges. Many of these students come to the United States with very low English fluency, some of whom lack literacy in their first language. Below is a graph that shows our students' average level of education by country:

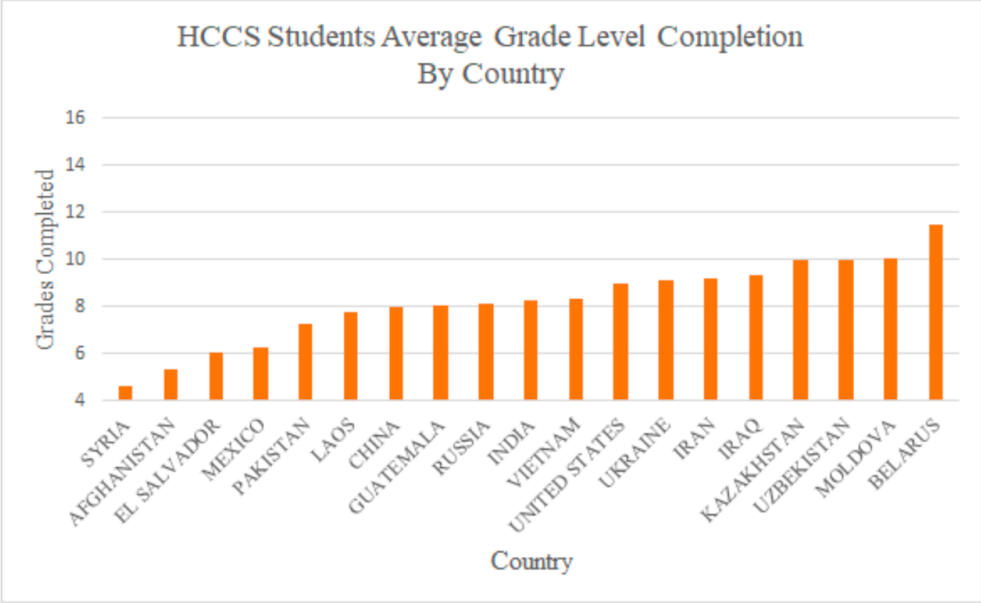

All of our students come to us with a different level of education, but this is the average level of education of our students by country. It includes students in both our ELD and our high school programs. Our refugee students from Syria and Afghanistan tend to have the lowest level of education on average while our students from Kazakhstan, Uzbekistan, Moldova, and Belarus have the highest average level of education. It is also important to consider that these are averages. Many of our immigrant and refugee students have no formal education, yet some are college graduates. Below is a graph that shows our students' level of education by country and gender for our refugee populations:

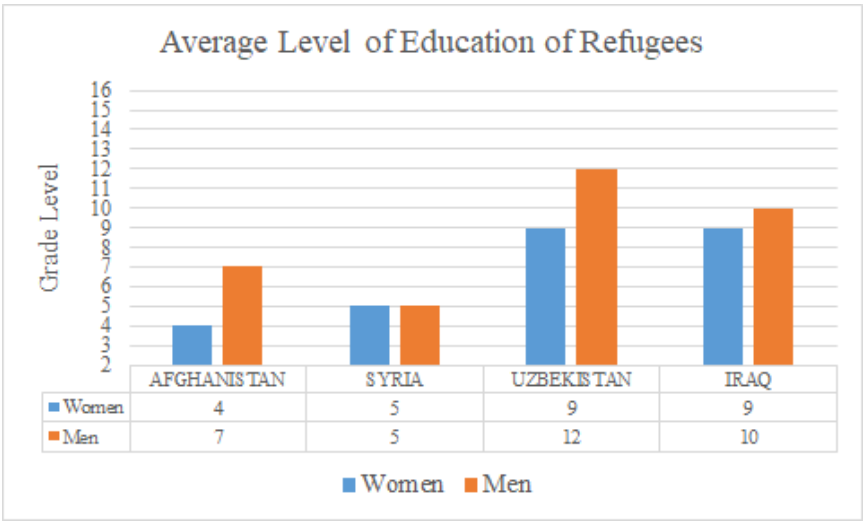

At HCCS the majority of our students are English learners. In fact, of the 2,052 enrolled, 1767 qualify as English Learners. Of those students, we have more students from Afghanistan than any other country, and the majority are women. As depicted in the graph, women from Afghanistan come to us with very little

formal education. This change in our demographic has led us to increase the number of ELD literacy courses and beginning ELD courses to meet the needs of our students. Both men and women from Syria have very little formal education with an average grade level completed being five years. For our students from Afghanistan and Syria, it is imperative that we provide them with literacy tools because many of these students lack literacy in their native language. Our students from Uzbekistan and Iraq tend to have higher levels of education on average. In Uzbekistan women have an average of 9 years, while men have an average of 12 years. In Iraq women also have an average of 9 years and men have an average of 10.

These students not only struggle with language fluency, but also adapting to the new customs, culture, and meeting their basic needs. The majority of our refugee students depend on the Department of Human Assistance for financial support while they transition from being unemployed to being employed. Many of them also have very large families and struggle to find childcare.

In response to our students' needs and the challenges they face, we provide the following services:

- Free bus passes to our students for each day of attendance
- Access to computers and computer labs
- Free play care for potty-trained, non-school-aged children at Grand Avenue, Maple/St. Rose, Holy Cross and coming soon to Capitol Christian (children must be potty-trained and be up-to-date on immunizations)
- A clothing closet at Grand Avenue and a mobile clothing closet that provides free, gently used clothing to our students
- A small food pantry where students can get free shelf-stable food
- A Homeless Services Program who connecting students to community resources
- A library at Grand Avenue where students can get books
- Counselors who assist students with both academic and personal advising
- Free basic school supplies for all of our students
- A Career Success Center where students can get help with resumes and applications
- Literacy support and remedial reading classes
- ELD Navigators who help our ELD students transition into high school and CTE
- Citizenship classes
- Supplemental services to our students through our community partnerships and external CTE programs such as Asher College and Cosmos Beauty Academy
- Student support groups

Exclusive Partnerships

One way that we meet the needs of our students is through community partnerships. We have exclusive partnerships with Greater Sacramento Urban League (GSUL), Opening Doors, Asian Resources, Inc. (ARI), and Bach Viet. Our partners work to improve educational and employment opportunities in underserved urban communities to enhance the workforce and the local economy. At HCCS we provide instruction to students exclusively in partnership at no cost to our partners or our students. Our partners notify students about opportunities to participate in our program and provide students with details of the terms required for participation. Through these partnerships, we are able to reach more students and have a larger community impact.

Workforce Innovation and Opportunity Act

In 2014, the US Department of Labor signed the Workforce Innovation and Opportunity Act (WIOA) into law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access

to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs. At HCCS we applied for a WIOA grant and received one for the 2017–18 school year and for the 2018–19 school year. We have used this $360,000 grant to fund positions such as the Reading Specialist and test proctors to assist our students in literacy and testing. It provides us additional funding for technology. Last year, we purchased 330 laptops, laptop carts, and computers. This year, we plan to purchase 650 computers. Through our exclusive partnerships and funding, we are able to support our students where they truly need it most: through reading support, assessment, and access to technology.

HCCS complies with Ed. Code 47605.1(f)(1) which requires our charter school provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.), now known as WIOA. All students may only be admitted under the terms of an exclusive partnership agreement. These partnership agreements have a requirement that students must not qualify for WIOA youth services, which inherently limits students to 22 years of age or older that we may collect apportionment funding.

Under Education Code 47605.1(f), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

1.4: Five-Year Enrollment Rollout Plan

Enrollment Rollout Plan						
		2019–2020	**2020–2021**	**2021–2022**	**2022–2023**	**2023–2024**
ELD	**1**	1481	1721	1981	2282	2643
	2	112	130	150	172	199
High School	**12**	258	299	344	396	458
	Total	**1850**	**2150**	**2475**	**2850**	**3300**

Goals and Philosophy

1.5: Alignment of Educational Program with Vision/Mission with Student Population

Motto: It's never too late!

Vision: Our vision is to eradicate educational inequality.

Mission: We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community

partnerships, we will build new legacies leading to self-sufficiency and generational change.

Schoolwide Learner Outcomes:

1. Students will demonstrate measurable achievements each term through assessment.
2. Students will make progress toward their career goals.
3. Students will use technology to communicate for personal and academic use.

Our motto is "It's never too late" because at HCCS it isn't too late for our students to achieve their goals. It isn't too late for them to learn English, get a high school diploma, complete one of our career technical education programs, or to start a career. Our students are adults who do not have a US high school diploma and are 22 years old and older. Our students come to us from all over the world and for many of them HCCS is the first school they have ever attended. We support and encourage them that no matter what their educational background is or where they are from, it isn't too late for them to build a better life and future for themselves and their families through our English Language Development and high school/CTE programs.

At HCCS our vision is to eradicate educational inequality. We believe that education is a human right, and we recognize that there is inequality in systems of education not only in our community but also in our country and around the world. There are many factors that contribute to educational inequality. Among them are country of origin, social class, family history and values, and gender. Our students are primarily from economically disadvantaged countries, communities, and families. Our vision is to end inequality for the people who need it the most: those without access to English, good teachers, classes, programs, schools, and technology. We understand the need for equity in education, and we are passionate about our vision and creating equal access.

Our mission states that we are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change. At HCCS we are truly a diverse community of staff, teachers, and administrators who are advocates for social change. Our student population is comprised of educationally unserved adult students 22 years old and older without a US high school diploma. Our students are non-native English speakers, immigrants, refugees, the socially and economically disadvantaged, students who have been unserved by the traditional educational system, marginalized groups, ex-offenders, and community members who have been displaced by traditional schools. Although we recognize that our students have many unmet needs, we concentrate our efforts on four critical areas: education, technology, communication, and career readiness. At HCCS we have developed excellent relationships with our community members and other community organizations. Currently, we have 18 community partners who work diligently alongside us to support our students. We believe that by providing access to education and employment, our students are empowered with the resources to become self-sufficient problem-solvers who can break generational cycles of poverty.

At HCCS we have three Schoolwide Learner Outcomes. Our first is that students will demonstrate measurable achievements each term through assessment. Our second is that students will make progress toward their career goals. Our third and final outcome is that students will use technology to communicate for personal and academic use. Many of our students enroll in our programs deficient in English, academic content, verbal and written communication, and technological skills. We are driven to ensure our students make progress in their academic subject areas, employment and career goals, and in their levels of technological ability.

We believe by offering educational programs for adults who are 22 years old and older and do not have a US high school diploma, we are working towards eliminating educational inequality. The programs and classes we offer are in response to the needs of our students and the needs of our community. We are passionate about equity in education and issues surrounding social justice, and we have an important role to play in rectifying an equitable educational community. At HCCS we believe in our students; we believe in our community; and we believe that "it's never too late."

1.6: Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate, and balanced in knowledge of core subjects, communication, career readiness, and the use of technology. HCCS students are able to use their intellects to their fullest capacity. Our students become empathetic, collaborative members of the community and are motivated to set and achieve personal, academic, and/or career goals. We develop students who demonstrate proactive empathy towards others through respectful and productive communication. Our teachers guide students to view themselves as global citizens who are empowered and responsible for making positive changes in the world and within the immediate environment. Accordingly, the educated person in California in the 21st century is literate in English and possesses the ability to communicate and function competitively and productively in the workforce and higher education classroom.

Our students seek understanding and peace within a multi-age, multicultural classroom and appreciate and protect the rights of others to do likewise. We proudly participate in helping our students develop personal habits leading to a healthy lifestyle that includes balancing academics, leisure, work, family, and community. Students who have had few opportunities with technology learn how to utilize technology as a tool to succeed within our community.

Our students are SCHOLARS and are proficient in English, Math, Science, and Social Studies/History. As members of the California community, our students communicate effectively and contribute to the world around them. Our students are ready to tackle the challenges and rigor of the college classroom and in many ways are better prepared to share, accept, and challenge new ideas.

Our students are HEALTHY PHYSICAL BEINGS and are knowledgeable of and practice good nutrition, safety, and a healthy lifestyle. We watch them develop habits of physical discipline and health management in ways that provide pleasure, stress release, and fitness.

Our students are COMMUNITY MEMBERS and are able to collaborate with others, cooperate on projects, and manage and resolve conflicts through the communicative tools learned in our classrooms. Our students are motivated and ready to provide meaningful service to others and make significant contributions with developed talents. We proudly send our students into the workforce confident that they will succeed because of the communication, collaboration, and competency they have developed.

Our students are CITIZENS OF THE WORLD and understand the basis of our constitutional democracy and the rights and responsibilities of all, and stay informed on important political, social, and environmental issues. We integrate our very diverse student population within our classrooms and campuses to help develop citizens who are informed regarding other political, social, and cultural systems and who seek to understand and co-exist peacefully.

Our students are MEMBERS OF AN INCREASINGLY TECHNICAL AND INFORMATION-BASED WORLD and, as such, are competent and comfortable using a wide variety of technology as an integral part of life and are open to embracing new alternatives as they become available.

1.7: How Learning Best Occurs

Student learning best occurs at HCCS when our students are successfully connected to the materials and curriculum. Through repetition and exploration, our students explore various concepts and ideas through materials that are designed to promote self-confidence and independence. Students are encouraged to manage and track their own progress by self-checking their work. Tapping into prior knowledge, our students' learning is enriched by the repeated use of materials and reinforcement of familiar content. Teachers blend learning modalities as students learn about Math and Consumer Economics, Life Science, Civics and Consumer Resources, Health and Independent Living, Technology and Computer Literacy, etc. Learning best occurs when our students engage in research and high-level thinking activities. Further, learning is made available as ideas are presented, shared, discussed, and evaluated. Appealing to the whole individual, we place a strong emphasis on creating aesthetically-pleasing classroom environments where students feel safe and secure. Building trust and confidence is another piece that helps connect our students to the materials and curriculum. When our students are offered a safe environment where they can be challenged and successful, they are able to reach their full potentials.

HCCS believes that learning best occurs when:

- students are actively engaged in meaningful tasks,
- a connection is made between what students learn and the real world in which they live,
- individual plans and support is an intrinsic part of the educational program,
- students have some choice in the structure of their own projects and plans,
- work is accomplished individually and as members of a group,
- activities are integrated and meaningful,
- work is developmentally appropriate, leads to success, and is progressively complex,
- meaning is constructed from experiences,
- students are encouraged and expected to learn,
- coaches, mentors, family members, and advocates support the learners,
- students are encouraged to help others learn and to learn from others, and
- students are educated year round.

HCCS is committed to the goal of developing self-motivated, competent, life-long learners. Our curriculum is designed to promote individual initiative, critical thinking, self-reliance, intra- and interpersonal awareness and community involvement.

We incorporate several instructional strategies and learning theories into our teaching practices that are best suited for adults. We recognize that adults have unique learning needs and abilities and we work to engage and challenge our students at every level. Differentiated instruction, content-based instruction, and theme-based instruction ensure that our adult students at different ability levels are engaged. This is important at HCCS because our classes are multi-level. We also use student-centered instructional techniques to ensure that learning objectives are aligned not only to curriculum objectives but also to our students' needs. One key component in student-centered instruction is building on prior knowledge and understanding our students' backgrounds, strengths, and weaknesses. At HCCS our students have very different backgrounds

with a variety of skills. It is important that we understand our students' backgrounds, skills, and abilities to help them achieve their goals. We also use project-based learning, a dynamic student-centered approach that engages students to explore real world problems through active learning in long-term, theme-based projects. We engage our students with real and complex problems because our students have real and complex problems. It is imperative that we develop problem-solving and critical thinking skills in our students to ensure that their best learning occurs.

1.8: HCCS Annual Goals and Actions

LCFF STATE PRIORITIES	
GOAL #1	
A reputation in the community for providing quality academic, English language development, and career education to adults who lack a U.S. high school diploma	Related State Priorities: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐
Specific Annual Actions to Achieve Goal	

1. \Under the guidance of our Executive Director, HCCS expanded current and new partnerships with Commations unity Based organizations: Asian Resources Inc., Council on American Islamic Relations California, Russian Baptist Church of Bryte, Sacramento Area League of Associated Muslims and the California Black Chamber of Commerce Foundation.
2. HCCS has partnered with various advertising and media outlets such as Afisha Media Group, Jay King, Russian American Media, The Crescent, KSFM, and Ukraine Relief, to reach more potential students. A Back to School open house was held in Fall 2017 to provide resources and information about HCCS and community partners.
3. New student orientation is held weekly at the main campus and some off sites. All new students receive an "It's Never Too Late" t-shirt upon enrollment to promote school unity and pride. Students also receive supplemental supplies in their classroom such as supplies for project-based learning.

Expected Annual Measurable Outcomes

Outcome #1: Collaborating with community-based organizations has allowed us to reach students who are in need of quality educational programs. HCCS' ADA is 1250 and has earned an alumni rating of an "A" from former students and graduates' survey.

Metric/Method for Measuring: Average alumni and student rating

Applicable	**Baseline**	2019–2020	2020–2021	2021–2022	2022–2023	2023–2024

Student Groups						
All Students schoolwide	1245 students "A" rating	"A" rating	"A" rating	"A" rating	"A" rating	"A" rating

GOAL #2

Provide a great student experience in solving barriers to education such as ability to attend

Related State Priorities:

1 ☐
2 ☐
3 ☒
4 ☐
5 ☒
6 ☒
7 ☐
8 ☒

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal

1. HCCS provides daily bus passes to our students at each of our 23 sites throughout the greater Sacramento region.
2. HCCS has designated a certificated teacher to work part time to coordinate homeless services and housing resources for our student populations.
3. HCCS has placed water dispensers at all of our school sites so students may access filtered hot and cold water throughout the day. Nutritional boxed lunches were provided at numerous sites to our students at no cost throughout the school year.
4. HCCS offers site-based learning with some additional field trips which were paid for from base funds.
5. HCCS partnered with Mental Health California to provide "Mental Health First Aid" training to staff and students. One staff member is attending the California Consortium of Addiction Programs and Professionals (CCAPP) Academy to become a substance abuse specialist and provide support to students. Four school counselors also provide day-to-day mental health support.

Expected Annual Measurable Outcomes

Outcome #1: HCCS presently provides play care, free bus passes, employment services, mental health resources, housing resources, and clothing closets. Our goal for attendance was 64%, and we are on track to approach 75%.

Metric/Method for Measuring: Average daily attendance (increase by approximately 3% annually)

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

All Students schoolwide	67%	67%	70%	73%	75%	78%

GOAL #3

Support students and alumni to meet their educational and employment goals

Related State Priorities:

1 ☐
2 ☐
3 ☒
4 ☐
5 ☒
6 ☒
7 ☐
8 ☒

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal

1. HCCS invested in 21 paraeducators to support all high-needs students. Four full-time and three part-time paraeducators who assist in seven classrooms were added this year.
2. Two Transition Specialists provide comprehensive career coaching services to current students and alumni. Two college transfer fairs with Sacramento City College were held to assist students with their transition to college and navigating financial aid. Four school counselors also work with students on setting goals, career exploration, and other career and college counseling services.
3. Students are recognized for perfect attendance on a weekly basis to promote students persistence. A student rally was held in the spring at the Grand Avenue campus to recognize student achievement.
4. A peer mentor provides follow-up services for our alumni students and provides resources and assistance with transitioning out of high school and into colleges and careers.
5. HCCS provides assistance with exams for California Department of Education Credentialing, Cosmetology, CPR certification for students, Department of Motor Vehicles and Department of Transportation Physical Examination fees for Truck Driving Career Technical Education participants.

Expected Annual Measurable Outcomes

Outcome #1: HCCS has supported student and alumni achievement by investing in additional paraeducators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our schoolwide GPA goal of 2.77 to 2.44. HCCS is on course to meet our high school graduation goal of 40%. We exceeded our goal of 60% for non-exempt alumni gaining and maintaining employment with 59%. And 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%.

Metric/Method for Measuring: Number of students with either clear goals, GPA, graduation rates, alumni employment and college enrollment rates

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	99% of students identified a goal GPA 3.56 HS graduation rate [40%] Alumni employment [59 %] College enrollment rate [19%]	95% 3.56 40% 59% 19%	95% 3.56 43% 62% 20%	95% 3.56 45% 65% 23%	95% 3.56 50% 65% 25%	95% 3.56 55% 65% 25%

GOAL #4

Students will become productive members of society.

Related State Priorities:

1 ☐
2 ☐
3 ☒
4 ☐
5 ☐
6 ☒
7 ☐
8 ☐

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal

1. Students traveled off site to a Winter Festival with their children. They were exposed to different cultures and volunteered with their children and other students' children. Students also received a financial literacy course on-site through Sierra Central Credit Union.
2. Student Leadership meetings are held monthly, and these students are tasked with fundraising, budget advisory, and special events. ELAC and LCAP advisory meetings were held for stakeholder input and feedback.
3. New relationship with federal parole was developed, our Transition Specialists attend on a regular basis and provide services to ex-offenders. Two Transition Specialists also provide ongoing support for our ex-offender students.

Expected Annual Measurable Outcomes

Outcome #1: HCCS provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Metric/Method for Measuring: The percentage of long-term students participating in service learning, the total number of members of Student Advisory Committees, the suspension and expulsion rates (which will be reflected on its own in the 2019-2020 LCAP), and ex-offender known recidivism rate

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide: (Service Learning, Advisory, Suspension, & Expulsion) Ex-offender Students (Recidivism rate)	29% of long-term students participating in service learning @ 1x/year 21 max student members of Student Advisory Committees Suspension rate 0% Expulsion rate 0% Recidivism rate N/A	30% 21 0% 0% N/A	30% 21 0% 0% N/A	30% 21 0% 0% N/A	35% 21 0% 0% N/A	35% 21 0% 0% N/A

GOAL #5

Support parents in their support of America's next generation

Related State Priorities:

1 ☐
2 ☐
3 ☒
4 ☐
5 ☐
6 ☐
7 ☐
8 ☐

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal

1. No-cost childcare for students was expanded to one site with high school and elementary education. A part-time teacher was hired to provide education and development activities to preschool-aged children.
2. A teacher was hired to provide parent education part time to our elementary English language learners as well as to our high school students.

Expected Annual Measurable Outcomes

Outcome #1: Of the 79% of HCCS's students who have children, 67% are actively parenting. Our expansion of play care programs and summer camp activities provide a rich learning environment while allowing their parents to attend school. HCCS' partners with both Twin Rivers Unified School District and Family Hui program to provide supplemental parent education programs.

Metric/Method for Measuring: The number of HCCS student/parents served and the number of TRUSD parents served

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide:	1552 HCCS's student/parents 1052 TRUSD student/parents (currently 67%)	45% Targeted	45% Targeted	45% Targeted	45% Targeted	50% Targeted

GOAL #6

HCCS will actively support the economy of the community and California by assisting low-income students in obtaining livable-wage careers.

Related State Priorities:

1
2
3
4 ☒
5
6
7
8

Local Priorities:

1
2

1. A teacher on special assignment along with some CTE teachers continued to work developing new courses, aligning our current Career Technical Education pathways and exploring new programs such as a Digital Media program via the Arts Media and Entertainment pathway. Exploration of a culinary and entrepreneurship program for students and how this might become a pathway. We continue to offer child care careers, entrepreneurship, cosmetology, Information Technology, office careers, and Truck Driving where students can earn a Class A License.
2. Equipment to expand and enhance our current CTE programs including supplies for Child Development and Truck Driving.

Expected Annual Measurable Outcomes

Outcome #1: HCCS is committed to student success and providing opportunities to obtain a livable-wage career. HCCS provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education Careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Cosmetology, Manicuring, Entrepreneurship, and Culinary Arts.

Metric/Method for Measuring: CTE program participation and completion rates of long-term students

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
CTE Students	7% CTE participation rate 31% CTE completion rate	12% 36%	17% 41%	22% 46%	27% 51%	32% 56%

GOAL #7

Support adult immigrants in becoming part of the United States of America by helping them learn English, citizenship, civics, and other relevant basic skills and knowledge.

Related State Priorities:

1 ☐
2 ☐
3 ☐
4 ☒
5 ☐
6 ☐
7 ☐
8 ☐

Local Priorities:

1 ☐
2 ☐

1. HCCS has significantly increased our certificated ESL staff and elementary program through base fund expenditures. Supplementary classes such as conversation, computer literacy, and phonics are funded through supplemental and concentrated funds.
2. Our focus as a school has shifted towards transitioning students into our High School Completion program from our ELD program. We continue to provide HiSET instruction at our Maple campus. The instructor at Cosmo Beauty Academy provides instruction in Spanish in all academic subjects to individual students as required.
3. Three Bridge classes are taught to assist English Language Learners with the transition into our High School Completion program. We have 30 students who have been promoted this year. HCCS has also assisted 76 students in obtaining their United States citizenship through our Citizenship English Language Development courses.

Expected Annual Measurable Outcomes

Specific Annual Actions to Achieve Goal

Outcome #1: We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment, exceeding our goal of 52%. Shifting significant resources and obtaining additional paraeducators has been highly effective.
Metric/Method for Measuring: The percentage of long-term English learners who make "significant progress" (expected 30pt gain annually) on the CASAS Reading, Listening, and Math assessments, HCCS Writing and Speaking assessments and ELD rubrics.

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
English language learners	52% of English learners made significant progress (max. 30 pt. gain) on assessments	52%	55%	55%	58%	60%

GOAL #8

HCCS will have excellent teachers.

Related State Priorities:

1 ☒
2
3
4
5
6
7
8

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal

1. There are 38 teachers in the Designated Subjects credentialing program with the San Diego County Office of Education. Three teachers are also going through the Sacramento County Office of Education Teacher Induction Program. We currently support nine mentors for the Designated Subjects Program and two mentors for the Teacher Induction Program. A teacher on special assignment continues to coordinate and support the mentor teachers.
2. One Thursday per month, two hours are designated for professional development. A three-day professional development session is held twice per year. Staff are surveyed annually to address professional development needs that will be addressed at a professional development retreat. Lead teachers also design and implement professional development for their peers. Teachers attend various technology conferences.

Expected Annual Measurable Outcomes

Outcome #1: HCCS exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to HCCS with master's degrees and a wealth of teaching experience but need their Designated Subjects Credential.

Metric/Method for Measuring: The number of teacher misassignments, the percentage of elementary and secondary teachers without a credential

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	The # of teacher misassignments is 0 The percentage of elementary and secondary teachers without a CTC credential is 19%	0 19%	0 15%	0 10%	0 10%	0 0%

GOAL #9

A safe school environment that is conducive to student learning.

Related State Priorities:

1
2
3
4
5
6 ☒
7
8

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal

1. A Facilities Manager was hired to address our expansion and also update our existing facilities. Our Facilities Manager has coordinated repairs, painting, updates, moves, and implemented safety standards across our maintenance department.
2. Upon the recommendation of our authorizer, School Safety was reclassified as a base funding expanse. A Security Patrol Officer was hired at one site at the request of unduplicated students.

Expected Annual Measurable Outcomes

Outcome #1: Throughout our various locations, all staff have been trained in sexual harassment; many have received training in CPR and the Catapult Safety Systems in partnership with the TRUSD. Proposition 39 has provided funds to significantly improve exterior/interior lighting.

Metric/Method for Measuring: The overall School Accountability Report Card (SARC) facilities rating

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	The overall School Accountability Report Card (SARC) facilities rating of good with an average safety rating of 4.2	4.2	4.5	4.8	5	5

GOAL #10

Curriculum and instruction materials that support student success including appropriate technology

Related State Priorities:

1 ☒
2 ☒
3
4
5
6
7
8

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal

1. A teacher on special assignment has worked with individual teachers and sites to promote instructional excellence, Common Core State Standard implementation, and content specific standards. The teacher on special assignment has developed resources to support instruction and promote student learning as well as supported teachers through coaching, modeling, and professional development. In addition, the teacher on special assignment has provided teachers support for students with 504 plans via professional development and technical assistance in the areas of curriculum, instruction, and compliance.
2. Supplemental and concentration funds were used to purchase 90 laptops, 4 charging stations, and 150 headphones for students. WIOA grant money was leveraged to purchase 195 additional laptops, 145 headsets, 100 computer mice, and 8 charging stations.
3. HCCS purchased English Language Development workbooks and Cambridge readers. *Keys to Algebra* was purchased to supplement high school algebra.
4. Science lab supplies were purchased for our science classrooms.

Expected Annual Measurable Outcomes

Outcome #1: A teacher on special assignment has worked with teachers and paraeducators to promote instructional excellence, Common Core standards implementation, and content specific support. The teacher on special assignment has developed resources to support instruction and promote student learning.

Metric/Method for Measuring: The percentage of curricula that is aligned with California State Standards and the percentage of students who have access to sufficient instructional materials. Student success is measured by "significant progress" on the CASAS Reading, Listening, and Math assessments, HCCS Writing and Speaking assessments, HS and ELD rubrics, course completion and level advancement, program completion, and graduation rates.

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All students schoolwide	100% of curricula aligned with California State Standards	100%	100%	100%	100%	100%
	100% of students have access to materials	100%	100%	100%	100%	100%

1.9: How the Goals of the Program Enable Students to Become Self-Motivated, Competent and Lifelong Learners

At HCCS our goals are to enable students to become self-motivated, competent, and lifelong learners. By removing barriers to education, assisting our students in achieving their goals, and in helping our students to obtain livable-wage jobs, we inspire our students and provide the tools for them to be self-motivated. In order for our students to be competent, we support them with materials, resources, and quality instruction. We also support our students to be competent in technology by providing them with access to laptops, computers, and the basic computer skills necessary for the 21st century. For our students who are also parents, we provide free play care for their potty-trained, non-school-aged children. We want our students to be lifelong learners who are great parents, critical thinkers, and problem solvers who are productive and active members of society. To encourage our students in their lifelong learning, we integrate our immigrant population to be part of the United States and part of our community, to learn English, and to become civic-minded people engaged in local events. Additionally, we have provided valuable training such as CPR to ensure lifelong safety. Our goals ensure that we are supporting our students in areas where they need it most by providing access to the tools and resources they need in order to reach their goals.

Instructional Design

1.10: Overall Curricular and Instructional Design Informed by Key Educational Theories and Research

HCCS Curriculum Standards

We are a very unique school in that while we serve adults, we are teaching content at many levels. Within our ELD and high school programs, we teach: reading, writing, speaking, listening, math, science, technology, health, civics, and social science, often integrating several subjects into a single lesson. In order to meet the California Common Core State Standards, ELD standards, and all of the adult education

standards, our curriculum was developed and adapted in alignment with seven sets of standards:

- California Common Core State Standards (CCSS)
- California English Language Development Standards (CA ELD)
- California English-as-a-Second-Language Model Standards for Adult Education (CA ESL MSAD)
- Comprehensive Adult Student Assessment Systems (CASAS) content standards and competencies
- Workforce Innovation and Opportunity Act (WIOA)
- Western Association of Schools and Colleges
- National Reporting Systems (NRS) standards for English as a Second Language (ESL) Educational Functioning Level Descriptors

Our content and themes are based primarily on the California Common Core State Standards and the Comprehensive Adult Student Assessment System content standards and competencies. The remaining standards were integrated into the leveled objectives by program and subject. Our curriculum objectives are the foundation of our instruction. Our monthly themes are aligned with CASAS competencies and WIOA's English Language Civics themes and provide additional teaching and learning opportunities in high interest topics related to essential daily tasks and community engagement.

Curriculum Goals and Principles

At Highlands Community Charter School, we understand the importance of providing a curriculum of depth, breadth, and rigor, which is why we develop and adapt curriculum in alignment with the above standards.

We believe that our students are worthy of academic excellence, and we strive to ensure that they believe it as well. More than this, we know that in order to fully live our vision, mission, and motto, the curriculum we deliver to our diverse student population must additionally meet our own internal curricular goals and core curricular principles.

Our HCCS Curricula Goal

At HCCS it is our goal to develop and deliver a curriculum that is: ★ Concise, Balanced, and Accessible without Compromising the Integrity of the Curriculum.

Our Core Curricular Principles

1. Industry Standards: Generally accepted, respected, and practiced teaching conventions
2. Sound Learning Theory: Current, relevant, well–researched theories about the processes by which people learn
3. Supported Sound Instructional Practices: Teaching approaches, methods and strategies identified as effective in moving students forward in their learning
4. Supportive Materials and Resources: Tangible items used to support instruction and achieve expected outcomes
5. Valid and Reliable Assessment Strategies: Ongoing tools that accurately measure student learning and produce consistent results

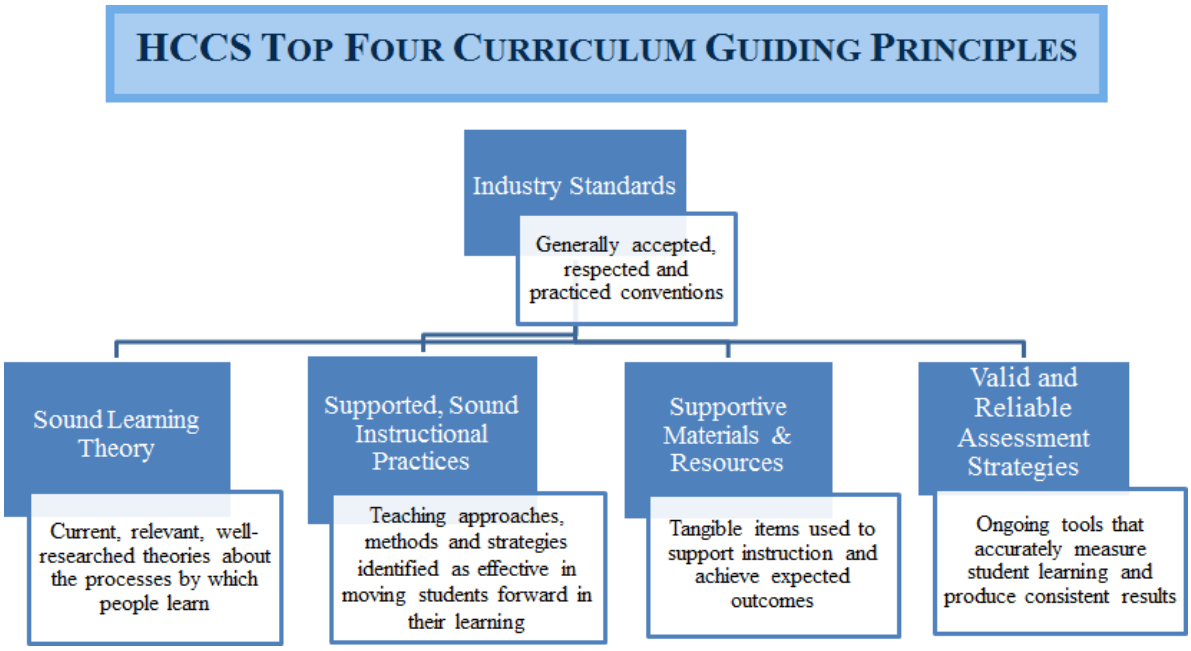

The Educational Program

Our instructional division is made up of administrators, coordinators, specialists, a counseling team, a teaching team, an assessment team, and an academic support team.

Adult Education Learning Theories

At HCCS we rely on research and educational learning theories in designing our educational programs because we know that our adult students have different needs than students in traditional K-12 schools. In order to meet the diverse needs of our students, we consider adult learning theories, sociocultural theories, differentiated instruction, content-based instruction, theme-based instruction, and student-centered instruction.

According to Malcolm Knowles (1980), there are several key factors that separate children from adults in terms of motivation, experience, readiness, and problem-solving abilities. According to Ryan Tracey in his 2009 article *Adult Learning Principles? Sminciples!,* Malcolm Knowles' theories on adult learners state that, "Adult learners are self-directed, bring experience with them to the learning environment, are ready to learn, are problem-oriented, and are motivated to learn by internal factors." Patricia Cross (1981) characterizes adult learners by motivation, personal characteristics, life circumstances, and focuses on personality differences between adults and children. According to Cross, individual elements that impact adult learners include physiological, sociocultural, and psychological factors. Along with personal elements, Cross emphasizes the impact of full-time versus part-time instruction and whether it's mandatory or voluntary. While Knowles asserts that adult learners are motivated by internal factors, Cross offers several sources of motivation for adult learners including social, external, social welfare, personal achievement, escape, and personal fulfillment. Cross also emphasizes that adults are usually voluntary learners. They are more likely than children to be insecure about their learning, and they usually want to solve their problems.

At HCCS we respect and appreciate that our students are adults and come to us with life experiences,

employment, and educational histories. Every single student has unique skills and abilities. Our teachers and counselors get to know students and their backgrounds in order to understand not only their educational areas for growth but also their goals, motives, and their problems. We know that each student is overcoming a unique set of obstacles. By understanding our students as people, we can work with them to accommodate their learning styles and ultimately assist them in achieving their goals. While some of our students come to us with a great deal of confidence, others need a great deal of encouragement and support in their personal, academic, and career aspirations.

Sociocultural Theories

According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-word participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013). The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is defined as, "a process of setting up" the situation to make the student's entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner's ZPD.

At HCCS we value meaningful, real world communication, interaction, participation, and authentic language, and we utilize it in our educational programs. We do this in our classrooms and in our community field trips. In our English Language Development program, we emphasize English conversation practice that takes place in real-life scenarios and situations such as at doctor's appointments and hospitals, grocery stores, schools and colleges, libraries, job interviews, the DMV, post office, etc. In our high school English program, our teachers use weekly themes to address real world issues. The problem based lessons are based on our students' needs and current events. These lessons are introduced and students' use role playing, presentations, internet research, and paragraph writing to demonstrate understanding. Our CTE programs strongly emphasize practical hands-on experiences and real-world learning. Truck driving, early childhood education, cosmetology, manicuring, and our computer technology programs all rely on real world practice and problem solving to engage our students.

Our teachers, students, and staff value field trips, and it is reflected in our LCAP data and budget. Many English Language Development, high school, CTE, and Citizenship teachers take our students on engaging and educational trips outside of their traditional learning environments. Past field trips include Sacramento's State Capitol, several Sacramento Public Libraries, Raley Field and a Sacramento River Cats baseball game, Sacramento City College Information sessions, resume workshops, a 4th of July fireworks display in Old Town Sacramento, Crocker Art Museum, Sutter's Fort and Indian Museum, The Sacramento History Museum, Lighthouse Charter School, Mission North Park, a parenting class hosted by UC Davis' MIND Institute, multiple career fairs, and many others. Hundreds of our students have benefited from these field trips, and they have greatly contributed to our students' learning, cultural awareness, community involvement and participation. These field trips and experiences give our students opportunities to interact within our community and learn through meaningful real life experiences.

Differentiated Instruction

Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exists in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, it is imperative that teachers understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005). Once they do, teachers can take a single concept or theme and facilitate learning at a variety of levels. Students can then demonstrate subject mastery in a variety of ways. Differentiated instruction takes many forms, and it requires the strategic use of groups and flexibility. Most of the teacher's work in differentiated instruction occurs before, not during class. The teacher selects a theme and then chooses learner outcomes. In differentiated instruction a teacher might allow students to select their method of assessment and delivery such as writing a paper, giving an oral presentation, making a website, writing a poem, making a storyboard, creating a PowerPoint Presentation or a Prezi, or making a short documentary.

At HCCS we have multi-level adult classes with students of varying abilities in our ELD, high school, CTE, and citizenship programs. Our students speak different languages and come from different countries. Some of our students come to us with advanced degrees from other countries where they were doctors and engineers, and others have had no prior education. In our high school program, some of our students come to us with almost enough credits to graduate, and other students come to our program without any. Every student comes to HCCS at a different level. Each student has their own learning style, interests, and abilities. We recognize the differences in our diverse student population and utilize differentiated instruction to ensure we meet the needs of all our students.

Content-Based Instruction (CBI)

In order to meet the depth, breadth, and rigor set forth in our ambitious schoolwide curriculum objectives that are written in alignment to the multiple sets of standards listed above, we implement content-based instruction practices in our classrooms. At HCCS we make every effort to ensure that students are given ample and meaningful access to content competencies as well as practice with the necessary skills to critically analyze content in which they are exposed. Employing content-based instruction strategies in our classroom is one way our teachers meet the rigorous requirements of our curriculum.

For our ELD learners who are developing foundational, language-domain skills like reading and writing, the role of context is fundamental to supporting their language and literacy development. Content-Based Instruction provides the context rich materials of our content curriculum for their skills development.

Perhaps the most important thing to note is the ever-widening gap in vocabulary that will forever impede the academic progress of ELD learners of all ages. Content-based instruction is one tool we use at Highlands Community Charter School to help bridge the vocabulary gap of our non-native speakers and native non-literate readers alike.

Content-based instruction is founded on important principles, but its success depends on the details of its implementation.

Sound teaching practices that our teachers integrate into content-based instruction classrooms

1. Extended input, meaningful output, and feedback on language and grasp of content
2. Information gathering, processing, and reporting
3. Integrated skills
4. Task-based activities and project work, enhanced by cooperative learning principles
5. Strategy training
6. Visual support
7. Contextualized grammar instruction
8. Culminating synthesis activities

Methods we use to promote the acquisition of content (and language)

- We make sure that our learners consider input from a variety of sources representing diverse perspectives on related subject matter.
- We guide our students in revisiting input for different purposes.
- We ensure that our students have many opportunities to synthesize knowledge that originates from multiple sources.

Approaches we use for building curricular coherence

- We scrutinize the ways we define instructional units – themes are central ideas and topics are subunits of the theme.
- We use planned transitions across topics and across tasks within topics.
- We consider threads – links across themes in curriculum development.

Theme-based Instruction

At HCCS we select monthly, schoolwide themes for our ELD program. Our aim is to engage students at every level using that theme while teachers focus on level appropriate content.

Themes for the 2018–19 school year:

- July- Technology
- August- Goals
- September- Educational systems
- October- Employment
- November- Laws/ Government/ Immigrant Rights
- December- Consumer Economics
- January- Health
- February- Housing
- March- Transportation Systems
- April- Emergencies
- May- Food/ Nutrition
- June- Family/ Parenting/ Family Resources

Student-Centered Instruction

Student-centered instruction is teaching and lesson planning that focuses on students. As teachers, we must get to know our students, their backgrounds, what they know, how they learn, and their goals. Teachers can then design lessons to build on student knowledge and focus on teaching topics that are relevant and meaningful to students. This is especially important in adult education where students are electing to continue their education. We demonstrate student-centered instruction by working with our students to choose topics and themes for each month.

Based on the five assumptions, Knowles also presents the four principles of Andragogy which HCCS also considers when designing curriculum and instruction for our students:

- Adults need to be involved in the planning and evaluation of their instruction
- Experience (including mistakes) proved the basis for learning activities
- Adults are most interested in learning subjects that have immediate relevance and impact to their jobs or personal lives
- Adult learning is problem-centered rather than content-oriented

Although adult learners are responsible for their own decisions, we believe that it is our responsibility to encourage and guide students to make the decisions that are best suited for them. We are confident that all students can learn and grow from our staff who are dedicated to student achievement and building relationships that will last a lifetime. Our ELD and high school programs are essential to the success of our adult learners. Our students have come back to school to change their lives, and we believe that it is our duty to ensure it happens.

1.11: HCCS Curriculum and Instruction

Innovative Curricular Components

Adult Literacy

At HCCS we believe it is imperative for our students to be able to read and write. Without reading and writing skills, they will not be able to achieve their academic or career goals. Many of our students enroll with us at a low reading and writing level. In response to this, we created programs for both our ELD and high school students. We hired a Lead Literacy Teacher and a Reading Specialist, and we created a Remedial Literacy course for our ELD students. This course is intended for students who are progressing in all of their subjects but need support with reading. For our high school students, we created two remedial reading classes. These classes focus on phonemic awareness, sounds, and pronunciation. When classroom teachers notice that a student is falling behind, they are referred to either a specialist or a remedial class. By providing additional literacy support for our students, we ensure that they are able to read and write.

Outcomes-Based Learning

At HCCS we have created extensive curriculum objectives aligned to California Common Core Standards, and we have implemented monthly themes that relate to CASAS competencies and English Language Civics Objectives supported by WIOA. These serve as the foundations of our curriculum. Within our themes, classes, levels, and objectives, we utilize outcomes-based learning. We begin our lessons with a desired outcome and then work with our students to develop the skills they need in order to meet the outcome. This is relevant at every level of instruction in both of our programs. In the ELD program, we focus on tasks such as reading a short book, writing a paragraph, having a short conversation, giving an informal presentation, or completing a job application. In our high school program, we focus on tasks such as reading a novel, writing an essay, having a debate, giving a formal presentation, and completing a college application. In CTE, students demonstrate their understanding based on their respective program. In Truck Driving, students practice safe truck-driving techniques they have learned. At Cosmo Beauty Academy, students demonstrate their learning through the applied practice of the cosmetic and manicuring techniques they have learned. We believe that by ensuring our curriculum objectives are aligned to standards and by using outcomes based learning, all of our students are focused on the immediate learning goals. Our

standards are high; the expectations are clear; and we support our students in reaching program and course objectives.

Proficiency Requirements

We believe that we get the best work out of our students when expectations are high. This is why, at HCCS, we ensure that our students are meeting our rigorous standards before they are promoted to the next level or before they pass a class. Although proficiency requirements are different for our ELD and high school programs, both require students to perform at a high level of mastery. In order for one of our ELD students to complete a level and move up to the next class, they must receive the highest grade available in the course. In our ELD courses, students are eligible to receive one of four grades for each subject: M, A, D, or E. The grade of M indicates that the student is meeting or exceeding the standards and objectives of the class for their level. Until our students have earned this grade, they remain in their class. In our high school program, students are graded on a traditional grading scale of A-F. In order for a student in high school to pass a class, they must earn a C or better. If they do not earn a C or better, the student must complete supplemental assignments to pass the course and earn credits toward graduation.

The grading criteria for our high school students includes successful completion of all coursework, papers, projects, presentations, and end-of-unit tests required in any given course. The grading criteria for ELD students includes CASAS reading and listening assessments as well as the successful completion of all coursework, papers, projects, presentations, tests and end-of-term exams which cover all skills taught. High school and ELD instructors will use rubrics aligned to standards found on the HCCS alignment matrices to guide their grading process of all coursework, papers, projects, presentations, end-of-unit/term exams and final course/level grades.

Student Success

Our students' success is very important to us, and one way we ensure their success is through our student support services. Through our student support services, we offer assistance with classwork, homework, resume writing, job search, job fairs, mock interviews, career advising, FAFSA support, college applications, college advising, housing services, homeless services, and expungements. Over the last year, we have grown and now offer field trips, student support groups, one-on-one college and career advising, and workshops geared toward college and career readiness. Our student success team contacts our high school and CTE graduates to find out whether they are employed or attending college, whether part-time or full-time, and their hourly wage. At HCCS we want all our students and our alumni to be successful.

Intervention and Enrichment

Attendance Policy

At HCCS we say that progress requires commitment and commitment requires attendance. We believe that attendance is crucial for our students' success. When our students are not present in class, we contact them either by email, text, or a phone call. We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available either at HCCS, at one of our partner organizations, or at an external location.

Homework Policy

At HCCS we believe that level and content appropriate homework improves students' understanding of classwork and improves academic performance. While homework is not required for most of our classes,

we do assign up to two hours of optional daily homework for students who want or need supplemental practice. According to our policy, homework is due the class after it was assigned. For example, homework given on Monday is due on Tuesday, and homework given on Friday is due on Monday. Homework is not given to students who are absent for that day. For example, a student who is absent on Tuesday will not be given homework for Tuesday. Students will not be able to get homework from their friend or teacher once the class is over. All homework should be completed by the student. Students can get help with their homework, but family and friends should not write or complete homework for them. All homework should be in the students' handwriting. Also, students can work together after class, but students should not copy each other. Each student should have their own answers. Cheating will result in no credit for homework for that day.

Independent Study

We believe it is important for our students to have the flexibility, study skills, motivation, and discipline to work and study independently. At HCCS we have two options for students interested in independent study: service-learning and field study.

Service Learning

Service learning is a one-day, independent study option where students volunteer in the community. Examples of appropriate service-learning opportunities include:

- Cleaning up a park or public place
- Working at a local school
- Volunteering at a local hospital
- Working at a local library
- Feeding the homeless
- Reading to children at after school program
- Helping at a cultural event in the community

Service learning is usually offered by teachers at HCCS when there is professional development or teacher training for all teachers. It is an opportunity for students to engage in the community. Students complete a form that includes their personal information and asks for a description of what they did for their service learning. They are also required to have someone verify the number of hours of participation.

Field Study

Field study is an independent study option where students can study for up to seven consecutive days at home and receive classroom credit. In field study, a teacher creates daily work assignments. These work assignments are similar in level and content to traditional coursework and should take approximately the same amount of time to complete as the daily class. If the normal class is one hour, then the teacher provides one hour of work. If the course is four hours, the teacher provides approximately four hours of work for the students to complete at home.

Field study is typically offered to students during times when they are unable to attend class. Common reasons for students to enroll in a field study include but are not limited to the following:

- They are observing an important cultural holiday or celebration.
- They are traveling.
- They have a family emergency.
- They have a medical condition.
- Their children are home from school and they don't have childcare.

- They do not have transportation for a set period of time.
- They have family visiting from overseas

In order for students to participate in field study, they must complete a master agreement and agree to complete the work in a set amount of time. After the field study period is complete, students must turn in the completed work to their teacher. At that time, the teacher checks for completion before giving credit.

Here at HCCS we have a diverse student population that comes to us from all over the world. They have religious holidays that are not recognized by the federal government. We recognize the value of their beliefs and traditions, and we support them by providing the opportunity for them to celebrate their culture with their families while still continuing their coursework. We also understand that our students have children, families, emergencies, and sometimes situations that do not make it possible them to attend class. While we firmly believe that attendance is crucial for their success, we believe that by providing our students with supplemental materials and work, they do not have to choose between learning and religion or learning and family.

Counseling Services
We are proud to have highly trained, compassionate counselors who support each and every student. Our counselors are able to provide assistance and information on many issues including:

- Family issues
- Personal issues
- Conflict management
- Career counseling
- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Curricular and Instructional Materials

Textbooks and Instructional Materials

Core Curriculum Area	Textbooks and Instructional Materials/Year of Adoption
Reading/Language Arts	**English Language Development- Reading**

Book/Resource	Publisher	Adoption
Ventures 1 - 4	Cambridge	2014
Basic English Grammar	Pearson	2014
Grammar Form & Function	McGraw Hill	2014
Side by Side	Pearson Longman	2014
Heinle Picture Dictionary	Cengage	2014

High School:

Book/Resource	Publisher	Adoption
Edge Levels A - C	Hampton Brown	2014
English I – IV (Online)	FLVS	2014

Mathematics	**High School Mathematics**		
	Book/Resource	**Publisher**	**Adoption**
	California Algebra (2008)	Glencoe	2014
	Keys to Algebra	Key Curriculum Press	2014
	CA Algebra Readiness (2008)	Glencoe	2014
	Pre-Algebra (Online)	FLVS	2014
	Algebra 1 (Online)	FLVS	2014
	Geometry (Online)	FLVS	2014
Science	**High School Science**		
	Book/Resource	**Publisher**	**Adoption**
	California Life Science	Holt	2014
	Physical Science (Online)	FLVS	2014
	Earth, Space Science (Online	FLVS	2014
	Marine Science (Online)	FLVS	2014
	Biology (Online)	FLVS	2014

1.12 : Comprehensive Course List ELD Course Descriptions

Non-Literacy - Level 0

In this course students will learn the foundational principles of English and basic communication skills. This is a combined skills class where students will work on reading, writing, speaking, and listening. The content of this course is focused on daily living and prepares students for formal and informal social exchanges. Special emphasis is placed on building phonemic awareness, vocabulary building, and sharing personal information.

Literacy - Level 1

In this course students will further develop their reading and writing skills with a strong emphasis on sentence completion and accuracy. Students will delve deeper into grammatical structures of English and will continue to expand their use of verbs. The content of this course focuses on authentic language used in

a variety of settings. This course prepares students to communicate during daily events and routine activities.

Beginning Low - Level 2
This course focuses on clear speaking and pronunciation using authentic language. In writing, students focus on spelling and mechanics and legibility while in reading they focus on sight words. Conversationally, the focus is on asking and answering "*Wh*-" questions and comprehending brief messages. During this course, students brainstorm ideas as well as plan and deliver brief oral presentations.

Beginning High - Level 3
In this course students will learn and use a growing number of verb forms, compare and contrast ideas, offer and negotiate meaning using evidence, paraphrase, comprehend morphological changes, and distinguish homophones.

Intermediate Low - Level 4
In this course students will use their reading, writing, and speaking skills to deliver oral presentations. There is a strong emphasis on complex sentences, exchanging ideas, and making connections between joint ideas. During this course, students will read and comprehend moderately complex passages and ideas with specialized vocabulary with the purpose of identifying the main idea. There is a special emphasis on writing well organized summaries.

Intermediate High - Level 5
In this course students will use complex sentence structure and grammar and incorporate supporting opinions into their productive tasks. There is a strong focus on increasingly complex multi-paragraph compositions and referential language as well as understanding detailed instructions. During this course, students are required to draw from personal experiences to infer meaning and to collaborate on projects. This course emphasizes the integration of word processing skills in written communication.

Advanced Low - Level 6
This course is designed to begin developing the foundational skills necessary for academic success in a mainstream high school and even college level class. It focuses on advanced reading and writing strategies and implements technological and research skills. Through thematic readings, students engage in critical evaluations of texts. Special emphasis is placed on writing revisions and feedback, group projects, and presentations.

Advanced High - Level 7
This course is designed to support students who are transferring from the ELD program to high school English. It focuses on improving reading comprehension skills, logical thinking processes, and a broad range of writing skills, from the expository to the creative. It covers the basics of language, literature and written composition. In this course students will explore literature genres, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing. At the completion of this course students, should be ready for high school English.

Citizenship
This course is designed for students to learn the basic knowledge of U.S. government, history, civics, reading, and writing skills and to prepare for, apply for, and pass the USCIS Citizenship Exam. Language functions and language forms are integrated into listening, reading, writing, and speaking activities, all designed to improve the student's ability to take and pass the USCIS exam. Through lectures and individual and pair/group participation, the student is exposed to the language needed to prepare for the reading,

writing, and interview portion of the USCIS exam.

High School Course Descriptions

Foundational Mathematics
This course reinforces arithmetic skills, developing the pre-algebra concepts of variable recognition, signed numbers, formulas, and single variable equations. Students will be introduced to algebraic symbolism, simplifying expressions, solutions to elementary equations, and the graphic representations associated with variables.

Pre-Algebra
This course provides an introduction to elementary algebraic concepts while reviewing basic math skills. It is a self-paced course with credits dependent on work completed and concepts mastered. The course first revisits prerequisite skills to ensure students have foundational math concepts that are vital for higher math courses. The course curriculum is closely aligned to California State Math Standards which can be located throughout the textbook throughout each chapter.

Students will learn to think flexibly about relationships among variables, expressions and properties, integers and equations, fractions, decimals, exponents and roots, ratios, rates, proportion and percents, algebra on coordinate plane, geometry basics, and critical thinking with word problems. Students will learn to recognize and understand how to convert fractions to decimals and percents while using these representations in estimation, computations, and applications. Students will investigate and explore mathematical concepts while developing a variety of strategies for analyzing complex situations. The course will show a connection between computational and applied math while making meaningful connections to students' life experiences: calculating discounts, markups, commissions, and profit. Students will evaluate simple and multi-step equations and inequalities while using the correct order of operations when solving numerical and algebraic expressions. Lastly, students will be analyzing situations numerically, graphically, verbally, and symbolically throughout the course.

Algebra 1
Algebra 1 is designed to help provide students with the foundation for all future mathematics courses. Students will explore operations, terms and expressions, equations, polynomials, rational numbers, multiplying and dividing rational expressions, adding and subtracting rational expressions, graphs, systems of equations, and square roots and quadratic equations. Common Core standards are taught and reinforced as the students learn how to apply the concepts in real life situations. Algebraic skills and concepts are developed and used in a variety of problem solving contexts. The course is self-paced with credits dependent on work completed and concepts mastered.

Students will use variables and appropriate operations to write an expression, an equation, an inequality, or a system of equations or inequalities that represent a verbal description. The course will further explore graphing linear functions while noting the vertical change per unit of horizontal change is always the same and know that the ratio (rise over run) is called the slope of the graph. Students will be able to identify a point lies on a line, given an equation of the line, and derive linear equations by using the point-slope formula. Students will be expected to demonstrate skills that will be valuable not only in this course but also in future educational and vocational settings including oral presentations and technology. A primary goal of this course is for students to actively engage in a positive learning experience in which there is increased appreciation and understanding of mathematics.

United States (U.S.) History
This course provides students with an awareness of our national heritage. Students will develop a better and deeper understanding of how our country became what it is today. Students will continue to develop their reading, writing, thinking and research skills with the use of primary and secondary sources.

This course is aligned to the Common Core State Standards for Literacy in History/Social Science, and students will employ the following skills: develop socio-political literacy to understand different political and social systems, the relationship between a culture and its laws, and the differences between democratic and non-democratic systems; develop an understanding of different cultural values, belief systems, rights, and responsibilities inherent in participatory citizenship; develop analytical, critical thinking, and study skills, which help students understand major national and international dilemmas occurring today.

This course focuses on the study of modern American history and begins with a review of United States history from the nation's beginnings to the start of the 20th century. Connecting with past learning will highlight the initial segment of the class. An in-depth investigation of historical events and periods, the fostering of multicultural awareness, the recognition of ethical, civic, and democratic values present in American history, and the development of a historical perspective in relation to contemporary events represent the major aspects of the course. Literature, music, art, primary readings, videos, simulations and other activities will be used to enhance the subject.

American Government
American Government is a thematic course focused on the origins and structure of the United States government; the nature and function of the executive, legislative, and judicial branches; individual rights and responsibilities within the U.S. legal system; individual and societal roles and responsibilities as citizens functioning within the U.S. political and electoral system; the nature and function of state and local governments; and contrasting U.S. government with other systems of government. American Government is aligned to the Common Core State Standards for Literacy in History/Social Science, and students will demonstrate the following skills: students develop abilities to critically analyze, compare and contrast, and develop and defend opinions and positions, both orally and in writing, on the main areas of course focus.

The goal of this course is to enable a student to have a full understanding of all aspects of American government and its impact on his or her life thus becoming a self-directed, productive achiever who will be a successful and valued member of our community.

World History
This course emphasizes the political, economic, social, and geographic aspects of world history beginning with early democratic development and concluding with modern 21st century issues. Critical thinking skills are emphasized, stressing cause-effect relationships. This course is aligned to the Common Core State Standards for Literacy in History/Social Science, and the curriculum integrates these literacy standards throughout the course.

This course explores how the connection between the past and the future will continue to form our lives. In World History, students recognize the growing interdependence of people and cultures throughout the world. Students trace the rise of democratic ideas and develop an understanding of the historical roots of current world issues, especially as they pertain to international relations. They extrapolate from the American experience that democratic ideals are often achieved at a high price, remain vulnerable, and are not practiced everywhere in the world. Students develop an understanding of current world issues and relate them to their historical, geographical, political, economic, and cultural contexts. Students consider multiple accounts of events in order to understand international relations from a variety of perspectives

Economics
This course will provide students with an understanding of the principles of economics. As students become familiar with how markets work, they will interact with lessons to apply the key microeconomic concepts of supply and demand as well as the role of prices. This course targets important aspects of the world economy, including international trade and global economic challenges, and encourages students to apply the economic way of thinking to a variety of situations relevant to their everyday lives.

Economics is aligned to Common Core State Standards for Literacy in History/Social Science, and students will employ the following skills: interpret and summarize common economic terms, concepts and economic reasoning; explain the elements of America's market economy in a global setting and the influence of the federal government on the American economy; analyze the elements of the U.S. labor market in a global setting; categorize the aggregate economic behavior of the U.S. economy; and synthesize issues of international trade and explain how the U.S. economy affects and is affected by economic forces beyond the United States.

Biology A and Biology B
This two semester course fulfills the Biological Science graduation requirements. This course explores the origins, organization, reproduction, genetics, growth, development, evolution, behavior, and interdependence of living things. This course also includes cellular structure and function, general plant and animal physiology, and taxonomy. Students will work individually and in small groups. Laboratories and other investigations will be performed to supplement and enhance course topics. The goal of this course is to enable a student to have a full understanding of Biological Science as well as its impact on his or her life and thereby become a productive achiever who will be a successful and valued member of our community.

Earth Science
Earth Science is an introductory science course that meets the minimum graduation requirements. It contains components of physics, chemistry, and earth science topics. These topics include the study of atoms, molecules, compounds, chemical reaction, motion, forces, energy, waves, as well as Earth's place in the universe, its composition, and the processes that modify the surface. The goal of this course is to enable a student to have a full understanding of Physical Science and its impact on his or her life.

English A
This class focuses on introducing students to different types of texts: fiction, poetry, non-fiction, plays, etc. and on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills from the expository to the creative. English A covers the basics of language, literature, and written composition as a preparation for the sequential English curriculum. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on the grade 9-10 ELA Common Core Standards: determine themes and central ideas, analyze character development, author's choice, points of view, interpret, assess, integrate and evaluate, collaborate, adapt, and apply. Students are required to demonstrate the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informative texts and literature as well as writing compositions

according to major text structures and genres and giving oral presentations.

English B
This course is a continuation of the themes and skills introduced in English A. English B focuses on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills from the expository to the creative. English B continues to expand upon the basics of language, literature, and writing. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on grade 9-10 ELA Common Core Standards. Students will be able to analyze multiple themes or central ideas, analyze the impact of an author's choice(s), determine meanings of words, analyze multiple interpretations of literature, assess, integrate and evaluate, collaborate, adapt, apply that which requires the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informational texts and literature as well as writing compositions according to major text structures and genres and giving oral presentations.

English C
This course is a continuation of the themes and skills introduced in English B. English C focuses on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills, from the expository to the creative. English C continues to expand upon the basics of language, literature, and writing with more depth. It requires the student to read complex texts and write longer essays with more analysis or analysis of more texts than English B. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on grades 11-12 ELA Common Core Standards. Students will be able to analyze multiple themes or central ideas, analyze the impact of an author's choice(s), determine meanings of words, analyze multiple interpretations of literature, assess, integrate and evaluate, collaborate, adapt, apply that which requires the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informational and literary texts as well as writing compositions according to major text structures and genres and giving oral presentations.

CTE and Elective Course Descriptions

Career Readiness

Career Success
The Career Success course focuses on two integrated areas of instruction: career preparedness and technology. Course content ranges from high school and career preparation to computer literacy skills. The area of technology is designed to be interwoven throughout course instruction. Mastery of the content

standards provides a strong foundation of student acquisition of the skills, attitudes, and knowledge that enables them to achieve success in school, at work, and across the life span. As part of preparing students to be college and career ready, this course also equips them with the skills needed for the workplace, continuing education, and lifelong learning.

The purpose of this course is for students to be able to demonstrate basic computer skills including typing, email, Google Drive, and internet searching; identify the effects of workplace behaviors; analyze personal skills, interests, and abilities and relate them to current career opportunities; and examine the employment process, including searching for a job, filling out a job application, writing a resume, developing and practicing interview skills, and completing required employment forms.

Personal Finance

This course challenges students to alter their thinking and behavior regarding their personal finances while teaching skills in money management, financial planning, spreadsheets, word processor and presentation software applications. This instructional course provides individuals with exploratory experiences related to personal finance which are designed to change behavior. These experiences explore various financial influences including spending, saving, debt, credit and credit history, investing, mortgages, retirement planning, etc. Students develop spending behaviors and habits that will lead to wealth accumulation. The course also provides exploration in the following areas: mathematical calculations applied to analytical information (spreadsheets), consumer marketing concepts (financial traps), computer literacy, economic concepts, and financial and technological developments.

Literacy Support

Reading Skills I
This is an elective course for the development of reading skills for students whose reading skills are far below high school level (e.g., most students taking this course will be reading at below 6th grade). Emphasis is placed on accelerating student learning so that students will achieve the ability to read at the high school level or make significant strides towards that objective. Skills learned in this class include syllabication, vocabulary acquisition, fluency, speed, and reading comprehension.

Reading for Pleasure
This elective course will help students improve their reading skills as they expand and explore their reading preferences by choosing to read three novels and completing activities based upon their novels. To earn the five credits for this course, the student must read and keep a reading log of three novels that the teacher has approved for the student to read. In addition to the detailed reading log, the student must also complete one project for each novel. This course focuses on Common Core reading standards for grade 9-10.

English Novel Elective
This elective course helps students with critical thinking, literary analysis, and the development of creativity within academic writing. In this course, students pick one of a list of teacher approved novels. They will then use that book to complete the majority of their assignments in the class. The assignments vary from essays to creating projects that use creativity, imagination, and textual examples. Students are also required to keep a reading log journal and complete formal assessments on the reading. They will also do assignments that relate to English but that may not be related to the actual novel that they are reading. The course objectives are based on ELA Common Core Standards for grade 9-10.

Entrepreneurship

Leadership (Beginning)
Understanding and executing principles of leadership is critical for students to improve their opportunities at school, work, and at home. This class explores how focusing on the causes or laws of leadership will improve the outcomes or effects of our leadership efforts. This class is a laboratory where students are taught principles and then given opportunities to discuss, explore, and implement these principles.

In the leadership setting, students are challenged to develop their literacy and vocabulary as they read and discuss various books, articles and videos; enhance their understanding of computer applications (including word-processing and presentation applications); elevate their reading, analytical, and writing skills as they read and compose a book report on a selected leadership book; and expand their presenting skills as they create and present their findings developed through the book report process. Students will also be expected to improve their teamwork, collaboration, and leadership skills and abilities as they work in small groups to teach leadership concepts to their classmates.

Entrepreneurial Mindset (Intermediate)
The mindset of an entrepreneur is critical to the development of the business concept and the overall success of any business. This class builds on the leadership principles taught in Leadership class and explores the mindsets taught through relevant books, material, and other resources. As students study these texts, their own mindsets and behaviors are challenged and changed. Students realize that their thoughts or mindsets

affect their behaviors and ultimately the success of their business concept.

Students will build and develop effective mindsets while they explore their personal business concepts and prepare for developing their business plans in the capstone class (Business Planning). Students will expand and refine the skills they developed in the leadership class as they continue to read, analyze, write, and present materials studies in this course.

Business Planning (Advanced)
Business Planning is the capstone class and applies all of the learning and knowledge learned and developed in the previous classes in the entrepreneurship pathway (i.e. Leadership and Entrepreneurial Mindset). Students in this class will develop and write their own business plans (or an assigned project-based business plan), and as they execute this assignment they will research their business concept, location, product, etc. to determine market demand; brainstorm business names and search the United States Patent and Trade Office (USPTO) and Secretary of State (SOS) of all states to determine uniqueness. They will also research local business requirements, apply for appropriate licenses, explore business entity structures, and determine the most effective entity for business concepts; and file articles of incorporation with the Secretary of State's office. Students will register trademarks and patents with the USPTO. Students will analyze, define, and present startup costs, and research funding requirements and potential funding sources.

Where applicable, potential internships with be developed. Students will utilize a suite of business-essential apps including spreadsheets, word-processing, and presentation programs. Students refine their leadership skills as they present their business plans to classmates and potential investors/partners. These skills, knowledge, and tools will be valuable assets as students launch and lead their business plans to implementation.

Early Childhood Education

Child Psychology (Beginning)
In Child Psychology, students learn theories of historically significant psychologists who laid the foundation for scientific research and a clearer understanding of children and the human mind. This course explores how psychological perspectives influence personality and play a role in human development across the lifespan. Students explore and learn how each stage in human development can and does require specific things for human children to grow up strong and healthy. Students examine how children's behaviors are developed, memories are stored, and language is acquired, and the critical period these things must happen. Students also learn about the symptoms and classifications of psychological disorders, along with the various forms of treatments available. After completing this course, students will be equipped with problem solving strategies and even learn strategies to cope with stress. Practical, everyday application of the content is a focus of this course along with background knowledge in child development and the mind.

Through the use of online software, teacher lectures, and projects this course is designed to promote critical thinking through inquiry, problem solving, and reflection. The course guides students to connect prior knowledge, backgrounds, life experiences, and interests to learning the materials. The students will connect classroom learning to their life experiences and cultural backgrounds. The course supports all students to use first and second language skills to achieve the learning goals. The course uses assessment date to establish learning goals and to plan, differentiate, and modify instruction. Students learn new vocabulary and critical issues of child development through extended video's, open lectures that address emergent literacy, critical period to acquire language, the developmental stages of children, and cutting edge exploration of trauma development in childhood and its effect on children. Students will be gaining

emerging knowledge, exploring for increased understanding, applying that knowledge to themselves, integrating their new knowledge with old knowledge, and innovating or becoming creative in their teaching methods with children.

Early Childhood Education (Intermediate)
In Early Childhood Education, students learn more about understanding the childhood experience. Students will create interesting lessons and stimulating learning environments that provide a safe and encouraging experience for children. They will discover how to get children excited about learning, and just as importantly, to feel confident about their abilities; identify good nutrition for children's physical development; analyze and apply how to keep a safe, healthy, and clean childcare environment or preschool classroom; identify the rules and regulations of childcare facilities; develop and implement creative lessons and teach children through play. Students will also learn how to record, observe, and communicate with children; and create a plan for personal and professional growth to set child development goals.

Early Childhood Education (Advanced)
This capstone course prepares students for employment in the care and guidance of young children under the supervision of professional personnel. Instruction includes child growth and development, nutrition, program planning and management, health and safety, guidance, recreational and play activities, child abuse and neglect, developmentally appropriate practices, interpersonal relationships and regulations, operational procedures, emergency and disaster procedures, policies, standards, and licensing, supervision and maintenance of children's environment, professionalism, and classroom management.

Truck Driving

Class A Permit
This basic unit will consist of classroom learning leading to a DMV CDL Class A Permit. Students will take and pass the DMV Class A CDL permit written examination. This course will cover the general knowledge, air brake procedure, and combination. Students will also have the option to become endorsed in doubles and triples, tankers, and hazmat through this course.

Pre-Trip and Inspection (Beginning)
In this beginning course, students will memorize parts of the vehicle by name, learn all internal and external inspections of the vehicle and trailer, and be able to perform/apply leakage tests to the vehicle.

General Skills (Intermediate)
In this intermediate course, students will begin to operate the vehicle under guided supervision. Students will practice straight line backing, offset backing to the right and left, parallel parking on the driver's side and conventional side, and alley docking.

Road and Class A License (Advanced)
In the advanced course, students will learn to shift using a 6-speed, double clutch, brake properly, drive through intersections, drive through urban businesses, change lanes, drive on the expressway/highway, stop/start effectively, drive around curves, cross railroads, correctly maneuver bridges, overpasses, and other signals, and pass a regular traffic check.

Teaching Assistant
Students can earn credit for being a teacher's assistant in which students may assist other students, prepare

materials, run copies, or complete other work at the direction of the instructor.

External Partnerships
At HCCS we have partnerships with Asher College and Cosmo Beauty Academy, and each of these partnerships provides its own courses for our students to receive credit and/or certifications. Courses offered at each are listed below.

Asher College Courses
- A+ PC Support Level 1, Level 2
- Career Success Level 2
- Medical Law and Ethics
- Medical Terminology
- Microsoft Excel
- Microsoft Word
- MS Office Essentials
- Office Administration
- Typing Fundamentals

Cosmo Beauty Academy
- Introduction, Level 2, Level 3, Level 4

Updated Course Descriptions
At HCCS we are currently updating and improving our curriculum and course descriptions as part of our Schoolwide Learner Outcomes for our Western Association of Schools and Colleges (WASC) self-study. As an adult serving charter, we do not presently offer any college preparatory A-G courses.

1.13: Instructional Methods and Strategies Used to Deliver the Curriculum

In our mission statement, we assert that we are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change. Through our instructional methods, we want to ensure that we are working consistently with our mission and our schoolwide learner outcomes. At HCCS we have three Schoolwide Learner Outcomes. Our first is that students will demonstrate measurable achievements each term through assessment. Our second is that students will make progress toward their career goals. Third, students will use technology to communicate for personal and academic use.

At HCCS we utilize the following instructional methods to ensure exceptional academic performance:
- Standards-based Instruction
- Systematic Instructional Delivery
- Student Engagement
- The systematic use of assessments
- Data-driven Instruction

Standards-based Instruction
At HCCS our curriculum is based on seven sets of standards, with Common Core Standards and CASAS

at the foundation. Our teachers use our curriculum objectives within each subject and level to ensure that our standards are met. Lessons are taught based on objectives and monthly themes that integrate high interest topics and content. Formative and summative assessment data is used to measure students' prior knowledge and to ensure that our students are meeting our standards.

Systematic Instructional Design
Clear expectations, consistent policies, and strategic instructional planning and assessment are at the foundation of our educational programs.

Clear Expectations
Clear expectations are imperative for our students to be successful. We believe that by creating clear expectations for behavior, attendance, classroom etiquette, homework, content standards, and assessments, our students become accountable for their own progress and success. Our students are at HCCS because they do not have a US issued high school diploma, and they are 22 years old and older. We know that many of our students were not able to graduate during their first attempt at high school and that the traditional education system did not meet their needs. We also recognize that for some of our ELD students, HCCS is the first school they have ever attended. At HCCS we hold all of our students to high academic performance standards. Through this process, students benefit in the following ways:

- Students are held to high standards.
- Students are expected to meet the curriculum objectives for their level.
- Objectives and outcomes are clear.
- Student feedback is related to specific outcomes.
- Students know what they are expected to learn.
- Students have equal access to learning and learning materials.
- Students learn personal responsibility.

Consistent Policies
Consistent policies are also part of our educational program and are closely tied to clear expectations. At HCCS we have consistent policies for the following processes and programs:

- Enrollment in CalJOBS
- HCCS student registration process
- ELD placement tests
- CASAS assessment
- Attendance policy
- Homework policy
- ELD grading system (MADE)
- High school grading system (A-F)
- ELD level completion
- High school course completion
- Transfer credit evaluation
- ELD to high school re-designation process
- ELL Reclassification process
- Graduation requirements

Because of our student population, we must provide clear expectations and consistent policies to ensure

that all of our students clearly understand what they need to do to succeed at HCCS and achieve their goals.

Strategic Instructional Planning and Assessment
Strategic instructional planning and assessment are essential to our instructional success.

Student Engagement
Students learn best when they are present and actively engaged in their learning. We want our students to be passionate, motivated learners who are fully engaged in their educational experience. At HCCS our teachers engage our students intellectually, emotionally, physically, and culturally. Intellectual engagement refers to the academic component of teaching. Emotional engagement refers to the relationship between teachers and students and involves monitoring students' moods and emotions. Physical engagement refers to kinesthetic learning where students engage in physical movements or activities. Cultural engagement refers to incorporating student culture into the classroom in a way that students feel culturally accepted while also learning about the cultures of other students. This is critical for new immigrants and refugees to acclimate into their classroom, school, and community.

Intellectual Engagement
- Academic topics are high interest to the students.
- Learning is relevant to students' daily lives.
- Teachers allow students to make choices about projects.
- Instruction is differentiated for students at different levels.
- Learning is authentic and related to the real world.

Emotional Engagement
- Teachers foster classrooms with positive emotions and unconditional, positive regard.
- Students' moods and emotions are monitored by teachers and counselors.
- Teachers support students with peer groups and counselors.
- Teachers and staff build positive and supportive relationships with students.
- Teachers support students and their goals.

Physical Engagement
- Students are engaged in kinesthetic learning through creating and doing.
- Students move around in class, like walking around to complete an activity.
- Teachers reinforce lessons with body movements, using physical activity.

Cultural Engagement
- Students from different cultures are made to feel welcome and safe.
- Students are taught about cultural norms and laws in the United States.
- Culturally diverse speakers are welcome to share in our classrooms.
- Important documents are translated into students' first language.
- Lessons are created to include a multicultural perspective.

Assessments
At HCCS we use a variety of formal and informal testing measures and assessments to evaluate our students. We begin our assessments during enrollment when students are given a diagnostic test and a CASAS test. During daily classes, our teachers assess students through a variety of ways. At the end of every academic unit, teachers use formal assessments and enter grades. CASAS assessments are also used as a measurement

of progress and are administered every six to eight weeks.

The evaluation of student learning has four goals in the following priority:

1. To assist student learning as a diagnostic tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area.
2. To use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing.
3. To determine if a student has met or exceeded the necessary level of competency to gain formal recognition, such as to complete a level or receive a diploma, licensure, or certification.
4. To determine if the student is underperforming in relation to their peer group and evaluate if intervention supports are required.

When we assess our students it is to better understand what they know. When we have students who cannot pass a class, we find alternative solutions for them. We understand that some students need remedial support and others may need more challenges and opportunities for growth. When our students have not mastered level appropriate standards or objectives, we find alternative teaching methods to deliver the same content. Our teachers understand the importance of both formative and summative assessment in gauging student comprehension.

Data-driven Instruction

In order to improve student learning, we work to understand our students and adapt to the needs of our students. At HCCS we make data-driven decisions and create data-driven instruction. As part of this cyclical process, we collect many forms of raw data. We then analyze it, make instructional decisions, plan, and reflect. Raw data that we consider in our instruction relies heavily on assessment but also includes:

- Program enrollment data
- Enrollment assessment data
- Demographic data
- Student satisfaction surveys
- Student safety data
- Expulsions data
- Homework grades and completion
- CASAS gains reports
- Literacy and reading gains
- Unit assessments and grades
- Level completion data
- High school graduation and retention rates
- CTE graduation and completion rates
- Course GPA
- Attendance data
- Employment and wage gain data

College entrance informationBy analyzing assessments and data, we better understand where our students are from, what experiences they bring with them, what they are able to do, and the gaps in their understanding. At HCCS our teachers and staff understand how assessment and data inform us about our students and areas for us to improve in educating and meeting the needs of our students.

1.14: How the Curriculum Addresses California Content and Performance Standards

At HCCS all of our curricular standards are directly aligned to the California Common Core Standards, California ELD standards, California English-as-a-Second-Language Model Standards for Adults, CASAS competencies, Workforce Innovation and Opportunity Act standards, Western Association of Schools and Colleges, and the National Reporting Systems (NRS) standards for English as a Second Language.

To ensure that all of our students are meeting program, subject, course, and level objectives, each lesson plan is designed with a specific lesson objective. Each daily lesson is part of a weekly lesson plan, which is part of our larger monthly themes. Our monthly themes are essential elements of our annual academic plan. Through the creation and implementation of monthly unit plans, we ensure that all of our students are taught specific content, even if they complete a level or class.

Monthly Unit Plans

In our ELD program, we have theme-based monthly plans that are part of our standards. Each theme has an extensive list of corresponding lesson objectives within the unit. Based on the needs of the students and the level of the class, teachers select the content objectives appropriate for their class based on their curriculum objectives. Teachers also use the themed unit plans as part of their content for teaching other subjects including reading, writing, speaking, listening, math, and technology.

Month	Theme	Topics	Month	Theme	Topics
Jul	Technology	Technology Vocabulary Using Email Downloading Apps/ Using Smartphones Typing Skills Microsoft Office Internet Research Skills	Aug	Goals	Setting Goals Vocabulary Smart Goals Creating Goals/ Plans Personal/ Educational/ Employment Short-term/ Long-term goals Language Goals
Sep	Educational Systems	Classroom Vocabulary Etiquette K-12 Systems Enrollment Requirements Required Vaccines Colleges and Universities Study Skills Homework Policies	Oct	Employment	Employment Goals Job Applications/ Resumes/ Cover Letters Reading Ads Interviews Clothing Etiquette Career Planning

		Hygiene Tests and Testing Policies Attendance and Punctuality Educational Goals Public vs. Private Schools FAFSA/ Funding/ Grants and Scholarships College Applications/ Essays			Common Jobs and Pay Jobs and Education Workers' Rights Minimum Wage Employer Expectations Appropriate Work Behavior
Nov	Government	US Government Organization Three Branches of Government The President Elections Common Laws Misdemeanors and Felonies Attorneys Court Vocabulary Human Rights Immigrant Rights	Dec	Consumer Economics	Reading Household Bills Budgeting Saving Money Bank Accounts Loans Debit Cards vs. Credit Cards Interest Rates Buying a House Using ATMs Internet Purchases Prices Using Craigslist/ Online Marketplaces Returns/ Exchanges
Jan	Health	Body Vocabulary Pain and Illnesses Common Diseases Talking to Doctors Talking to Dentists Health History Completing Health Documents Health Insurance Making/ Canceling Appointments	Feb	Housing	Vocabulary Housing rights Rental agreements Reading advertisements for housing Utilities Making budgets Housing problems/ Talking to landlords and apartment managers
Mar	Transportation Systems	Using public transportation Reading bus schedules Paying for transportation Using Uber and Lyft apps Vehicle vocabulary MV and driving laws Street signs Reading maps Using GPS Giving directions Airport rules and regulations How to purchase an airline ticket	Apr	Emergencies	Calling 911 Natural Disasters Forest and House Fires Earthquakes Emergency Preparedness Kits Power Outages Health Emergencies Car Accidents

		Bicycle and pedestrian laws and etiquette			
May	Nutrition	Food Pyramid Fats and Oils Food Vocabulary Fruits and Vegetables Meats and Proteins Sugar and Sweets Dairy Carbohydrates Food tracking Apps Nutrition for Weight Loss Grocery Shopping Prices and Paying Reading Signs and Ads Using Coupons Special Diets (Vegan, Halal) Prenatal Nutrition	Jun	Family	Family Vocabulary Family Trees Good Parenting Community Resources for Families Family Law Children's Rights Women's Rights Prenatal Care

English Language (EL) Civics Lesson Plans and Assessments
In partnership with the Workforce Innovation and Opportunity Act (WIOA), we teach English Language (EL) Civics lessons which are designed to engage ELD students in civic responsibility through community involvement. These monthly lessons correspond to our monthly unit plans and are tied to leveled assessments. These lessons incorporate high interest content with reading, writing, speaking, and listening tasks as well as role playing activities and games. The EL Civics assessments focus on level appropriate objectives and are differentiated to ensure that students at every level are able to participate.

Professional Development and Lesson Plans
On the second Thursday of every month, our teachers and staff participate in professional development. During this time, teachers gather by program and level. Curriculum planning, lesson planning, materials gathering and sharing, and assessment planning are essential to the successful implementation of our curriculum objectives. During this time, teachers work together to create, gather, and share materials that are aligned to the courses and levels based on the theme or subject. This collaboration of lessons, materials, and assessments are then shared on our Drive to ensure that teachers continue to have access to the shared documents.

1.15: How the Instructional Program Supports the Development of Technology-Related Skills and Technology Use

At HCCS we value and support technology because we understand that it is directly connected to our students' success. Experience, exposure, and proficiency in technology are critically important for our students and for all 21st century learners. Since the beginning of our school, our administration has made technology a priority. In the beginning, we were unable to acquire the newest technology available, and as result, digital literacy was not provided to the extent we would have hoped. We previously accepted refurbished technology in partnership with certain organizations. In a lot of ways, this helped us to ensure

that students had access to technology in the early years of the school's development. Since then, technology has been implemented more and more, not only in a wider scope but in a more in-depth way. Our goal is for students to be able to utilize computers in a way that reflects the world in which they live. Since HCCS opened its doors to students in the 2014-15 school year, our technology department has expanded significantly. In the beginning, our Information Technology (IT) department was a one-person department. One person was enough to cover distribution of technology materials, maintenance, and internet connectivity. We now have a three-person IT team which consists of one IT Manager and two IT Technicians. At HCCS we are proud to say that our computer-to-student ratio is 2:1, and we work each year to upgrade classroom technology. At HCCS we will continue to increase access, improve our technology, and then utilize it in our classrooms.

Technology at Highlands Community Charter School is always evolving to meet both staff and student needs. A little over a year ago, HCCS was inundated with an unreliable network infrastructure. This meant that many employees and students were unable to print, check emails, and use the internet consistently. We remedied this by completely changing the topology of the network. We completely upgraded our hardware and internet services. We were previously plagued with viruses and malware. This was solved with the introduction of Sophos Central. Lastly, most of our computers used by both staff and students were outdated. As was mentioned before, this has become a central focus to replace all student computers with updated laptops and provide all staff with more modern laptops, computers, online programs, and software.

One of our goals is to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and helping students to communicate in our modern world. Technology standards and objectives are integrated into our curriculum and are clearly defined for our teachers. Across varying sites, our teachers incorporate technology into their lessons. Our teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google docs, emails, etc. Our goal is to have all teachers using and adapting technology to accommodate our students' levels and needs. A new Digital Literacy curriculum is currently being piloted using Northstar Digital Literacy tasks and assessments, and soon it will be incorporated into our ELD and high school programs.

At HCCS we face a complex challenge with technology. Not all of our students, teachers, and sites have the same level of access to technology nor is the same level of technological access possible at all sites. Technology is not limited to computer access, but some sites have more specialized tools than others (e.g., smartboards, document cameras, printers, computer labs, etc.). To combat this issue, teachers encourage students to use their phones to access the internet and to use applications to access email, language applications, such as *Duolingo* and *Pronunciator*, and access classroom materials using Google Classroom. We are currently increasing access to technology at our off-site locations and working to ensure that access is equitable. This means purchasing more updated computers, installing projectors, and training teachers to implement digital literacy.

Our students have varying levels of knowledge and experience with technology. Some of our students are very familiar and comfortable using computers and computer programs. Some of our students have excellent typing skills, experience composing documents, sending emails, surfing the web, etc. while others struggle to turn on a computer. Our plan is to implement digital literacy diagnostic assessments to ensure that all of our students are able to use technology at a basic level for each student's class, and we are working with nationally recognized assessments like the Northstar Digital Literacy Assessment. Technology, academic success, career goals, and social engagement are all important for our students, and we believe that in order for students to be fully successful in the 21st century, they must become digitally literate.

CASAS Computer-based Assessments

At HCCS we use CASAS computer-based assessments for all of our students in reading, listening, and mathematics. CASAS assessments are standardized tests that are reliable and valid assessments for native and non-native English speakers. The purpose of the assessments is to track student progress over time. Although the assessment is available as a paper-based assessment, a computer-based assessment, and on the internet, at HCCS we use the computer-based format. We believe that teaching our students to use computers for their standardized tests is a valuable and transferable skill. During CASAS, students practice turning on a computer, opening a program, typing personal information, using a mouse to navigate between screens, opening and closing windows, plugging headphones into a computer, adjusting the volume on their computers, selecting answers, and closing a program. We know how important these skills are for our students, and we support our students while they learn how to complete these basic computer tasks.

1.16: Graduation Requirements

At HCCS we have two primary programs with subgroupings in each. We offer a High School Completion program and an English Language Development (ELD) program. Under the high school program, we have Career Technical Education (CTE) pathways, and we offer a citizenship course under the ELD program. These elements, along with interventions and supplemental offerings, comprise our school's educational program. The high school curriculum at HCCS is based on the California Department of Education graduation requirements. The following chart shows what is required of high school students At HCCS with 200 credits minimum required to graduate.

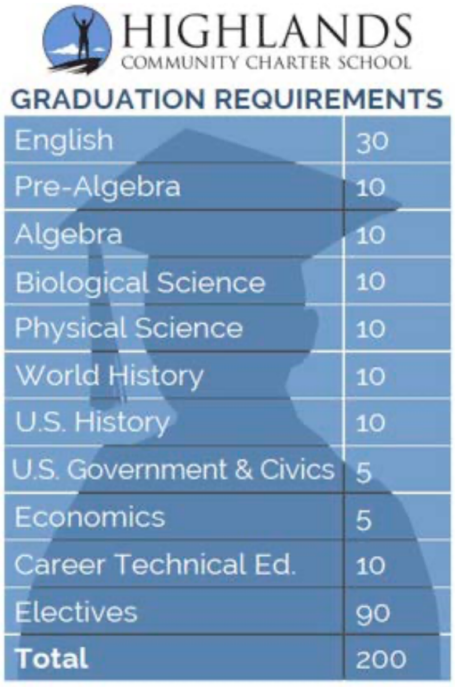

HCCS' high school students are eligible to graduate when they have been awarded 200 high school credits: 100 Academic, 90 Elective, and 10 Career Technical (CTE) credits. As part of the 200 credits, transfer credits and employment credits count toward this total. High school credits are awarded by 5 credits (in 9 weeks) and 10 credits (in 18 weeks). Currently, high school credits are awarded every nine weeks when students

receive grades.

During the 2014–15 and 2015–16 school years, high school students received grades every six weeks. During the 2017–18 school year, we transitioned from a six-week grading period to an eight-week grading period. As soon as the high school students complete 200 credits and those credits are verified, students are eligible to apply for their diploma. After students receive their diploma, they are asked to participate in a graduation ceremony.

Counselors and the registrar work together to compose an educational plan for each student. The registrar and counselors also collaborate to ensure transfer students have received all their previously earned credits. Thus, credits are verified once the registrar receives and processes the students' official transcripts from their previous school(s). Once the counselor is aware of the students' graduation status, counselors schedule students into their respective classes. It should be noted that each student is required to take either Career Success or Leadership in order to ensure their CTE requirements are fulfilled.

Counselors help ensure students will meet graduation requirements by conducting routine check-ins. Over the duration of each check-in, counselors update students on their academic progress; this includes discussing credits earned over the course of the each term. Moreover, each student is provided with an academic progress report. In addition, counselors and students discuss the next class/classes students will enroll into and why. As an adult serving charter, we do not presently offer any college preparatory A-G courses.

Credits Awarded for GED and HiSET

At HCCS most of our students earn credits in two ways: by transferring them from a previous school or by earning them at HCCS through completing courses. However, we sometimes award class credit for students who have passed the GED or HiSET. For the GED, we award credits when students have completed certain sections of the GED where it is appropriate and when it is not prohibited by law. Students are also awarded credits for the HiSET. Students are awarded credits after passing either the English or Spanish version of the test, with the exception of English Language Arts, if the test is taken in Spanish. While students can earn credits, all HiSET students are enrolled in high school, and transcripts are evaluated by HCCS counselors and registrar. Credits are awarded from the HiSET on a case by case basis and are categorized as academic or elective as needed.

1.17: Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

Highlands Community Charter School received a 3-year preliminary Western Association of Schools & Colleges (WASC) accreditation in the 2015–16 school year and is currently WASC Accredited through June 30, 2019. HCCS is currently undergoing the Self-Study process to renew the accreditation prior to expiration and has scheduled a seven person team of WASC representatives to visit HCCS's many locations during February of 2019. HCCS has grown exponentially as have our programs, locations, enrollment, and partnerships. Each instance of growth or change was centered on the benefits they would bring to our students. HCCS submitted substantive change reports to WASC in October of 2018, which were accepted.

HCCS school leadership has used the WASC Action Plan and Local Control Accountability Plan (LCAP) to align all student schoolwide goals. Through the implementation of the WASC plan and LCAP, HCCS engages in authentic stakeholder reviews and input on everything from budget and governance to facilities

and curriculum. HCCS utilizes its diverse Leadership Cabinets as a critical review group that reviews, informs, and recommends programmatic development and improvement. The mid-year LCAP review, curriculum review, and WASC review act as internally driven programmatic audits assessing progress against designated goals.

1.18: Informing Students about the Transferability of Courses

Students meet with their assigned counselors in one-on-one appointments that are set to make individual course maps and goals. During these individual meetings, the counselor discusses with the student his/her scope and sequence of all requirements and grade equivalents needed to ensure graduation and college acceptance. If a student is not on-target with his/her graduation road map, the counselor also helps amend his/her scope and sequence to earn necessary credit redemptions and all other prerequisites. Our ELD Navigators are bilingual or multilingual and can provide necessary presentations and documents in the appropriate languages. ELD Navigators work with the students individually to educate them according to their individual goals.

Within the context of these relationships and various presentations, students will be informed about the transferability of courses to other high schools and college, including WASC accreditation. As HCCS is not a college preparatory charter school, it will not generally include A-G classes, but students will be informed that, as graduate, they may enroll in a community college or another college that does not require A-G college preparatory courses.

1.19: Transitional Kindergarten

Serving adults ages 22 years and older, Highlands Community Charter School does not provide a Transitional Kindergarten program. However, we do provide Early Childcare Education (ECE) courses as part of our Career Technical Education ECE program. Through this program, our adult students who are interested in Early Childcare Education provide care to non-school-age children of HCCS students in play care at various sites while working toward a Child Development Associate Teaching Credential and/or a State of California in-home Child Care License.

Academic Calendar and Schedules

1.20: School Calendar

The 2019–2020 calendar below indicates the beginning and end of instructional days for students in yellow. Highlighted in red are the student holidays, gray are breaks, and green are teacher work days/non-student days.

Highlands Community Charter School

2019-2020 School Calendar

July 2019

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2019

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School

Important Dates and School Holidays

July 8th	First Day of School/Track A	Dec 23rd - Jan 3rd	Winter Break
Aug 8th - 9th	Teacher Work Days	Jan 20th	MLK Day
Aug 12th	First Day of Track B	Feb 14th & 18th	Teacher Work Days
Sept 3rd	Labor Day	Feb 17th	President's Day
Sept 10th	First Day of Track C	Apr 6th - 10th	Spring Break
Nov 11th	Veterans Day	May 4th - 6th	Teacher Work

			Days
Nov 25th - 29th	Thanksgiving Break	May 25th	Memorial Day
Dec 13th	Teacher Work Day	June 30th	Last Day of School

1.21: Sample Daily Schedules

Through our daily schedules, we ensure that our students are making progress toward course level completion and high school graduation. Our schedules below are listed by program for regular days and early release days.

ELD Regular Day

Time	Period Description	Minutes Per Period
8:25–9:25	Writing & Grammar	60
9:25–10:00	Speaking & Pronunciation	35
10:00–10:45	Math & Consumer Economics	45
10:45–12:00	Reading & Vocabulary	75
12:00–12:25	Technology & Computer Literacy	25
Total		**240 Minutes**

ELD Early Release Day

Time	Period Description	Minutes Per Period
8:25–9:05	Writing & Grammar	40
9:05–9:40	Speaking & Pronunciation	35
9.40–10:15	Math & Consumer Economics	35
10:15–11:00	Reading & Vocabulary	45
11:00–11:40	Technology & Computer Literacy	40
Total		**195 Minutes**

English Language Development: Citizenship

	Monday	Tuesday	Wednesday	Thursday	Friday
5:00–7:00	History and American Government Vocabular y Listening	History and American Government Reading and Vocabulary	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening	Speaking and Pronunciation Listening Mock Interviews

7:00–9:00	Homework Review Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening N400 100q	Listening Speaking and Pronunciation N400: Textbook and CD/ Oral practice	Reading and Vocabulary Writing and Grammar N400 and 100q	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening Test Preparation	Quizzes and Tests
Total Minutes:	**240**	**240**	**240**	**240**	**240**

High School Regular Day

Time	**Period Description**	**Minutes Per Period**
8:45–10:10	English Language Arts	130
10:11–10:15	Break	
10:15–12:25	Algebra	130
12:26–12:59	Lunch	
1:05–3:15	American History	130
Total		**390**

High School Early Release Day

Time	**Period Description**	**Minutes Per Period**
8:00–9:45	English Language Arts	105
9:46–9:50	Break	
9:50–11:35	Algebra	105
11:36–12:14	Lunch	
12:15–2:00	American History	105
Total		**315**

Students must be enrolled in a program with these minimum minutes of instruction. This includes all of our CTE programs and partnerships.

1.22: Instructional Days and Minutes Calculations

Grades	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/ Below State Req't.
1	175	240	46	195	0	0	221	50400	50,970	570
2	175	240	46	195	0	0	221	50400	50,970	570
12	175	390	46	315	0	0	221	64800	82,740	17,940

1.23: Early College and Middle College

HCCS is not an Early College or Middle College High School. As such, requirements for these programs are not applicable to the educational programs at HCCS.

Professional Development

1.24: Recruiting Qualified Teachers

Highlands Community Charter School recruits well qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers in Adult Education. This gives us the opportunity to market our charter school as a competitive organization in which to work. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

1.25: Ongoing Professional Development

Recognizing the importance of staff development and teacher training, Highlands Community Charter School honors its staff by providing numerous professional growth/orientation opportunities throughout the year. We give our teachers weekly opportunities to use additional out-of-class time for lesson planning, grading, and preparation. Additionally, we offer monthly workshops, trainings, and collaborative opportunities for each of our employees schoolwide within their departments. Some of these include the following:

- During more than half a dozen Teacher Work Days/Non Student Days, HCCS provides a full day of schoolwide staff professional development, offering sessions addressing such topics as employee benefits, community partnerships, CPR training, sexual harassment training, Safeschools Trainings, Catapult Emergency System training, etc.
- HCCS offers monthly instructional professional development days that feature break-out sessions and workshops led by our Professional Learning Coordinator and Lead Teachers addressing such topics as standards alignment and curriculum, use of instructional approaches, materials and assessments, application of technology in the classroom, cultural awareness, leadership, literacy/pre-literacy, etc.
- In addition, HCCS is committed to providing full-time certificated teachers with funding designated to support his/her participation in the pursuit of additional training, advanced degrees or designations, continuing coursework at the college or university level, or attendance at educational workshops and/or conferences, contingent upon annual budget allocations. Our teachers have attended EdTech, California Association for Bilingual Education (CABE), Positive Behavioral Intervention Systems (PBIS), Systematic Instruction and Phoneme Awareness, Phonics, and Sight Words (SIPPS), California Teachers of English to Speakers of Other Languages (CATESOL), CASAS Institute, and Workforce Investment Opportunity Act conferences.

Professional development and collaboration will continue to be scheduled on a regular and ongoing basis to support teachers and staff throughout their careers at HCCS. In establishing a professional teaching environment, HCCS will continue to ensure collaborative, schoolwide planning time for teachers to design student-focused curriculum, pedagogy, and assessment through which students can make connections and deepen their understanding of concepts and achieve higher levels of academic success.

Moving forward, HCCS will continue to strengthen internal professional development, which will focus on curriculum alignment and teaching strategies/delivery. We plan to begin a structured and supported system for teachers to observe their peers and learn from one another first hand. Additionally, we are in the process of creating a systematic approach to external professional development, which will ensure that each teacher is allotted the same number of conference opportunities throughout the year. HCCS will continue to survey teachers and students' needs, allowing for those results to drive the professional development calendar.

In order to ensure that HCCS teachers are prepared to successfully deliver a rigorous curriculum, we hope to improve upon initial induction as well as ongoing professional development for all teachers in all disciplines. After much internal dialogue and cross-departmental discussion, HCCS created a professional

development plan for the 2019–20 school year which will include common themes of curriculum implementation, teaching strategies, and improved communication.

	ELD	HS	CTE	Office
Summer	Curriculum: objectives, materials, lesson plans, rubrics	Collaboration: cross-curricular/team building	Curriculum: align to state mandated requirements	Customer Service: conflict management
Fall	Instructional Strategies: multilevel, differentiation	Leadership: teacher culture, sharing, CTSP	Engagement: student buy-in for CTE programs	Legality: registration, orientation, files, FERPA
Winter	Cultural Competency: teachers and students	Curriculum: standardize, accountability (check-ins)	Integration: high school/CTE course content	Health/Safety: process and protocol clearly delivered
Spring	Classroom Management: techniques, sharing, teams	Grading System: process for credits, progress reports	Relevance: graduation to job market transfer of skills	CASAS/ PowerSchool: training, internally and externally

At Highlands Community Charter School, we recognize the important role new teacher support plays in preparing great teachers for the rest of their careers as educators. It is the mission of the induction team at HCCS to not only provide regular support through mentorship and professional development but also provide new teachers with leadership skills and the opportunity to demonstrate their abilities through systems of professional growth. Partnering with both Sacramento County Office of Education's Induction program for Single and Multi Subject Credentials and the San Diego County Office of Educations' Designated Subjects Credentialing Consortium for CTE and Adult Education Credentials, HCCS facilitates and provides sponsorship through two years of growth and professional learning, covering the cost of tuition, training, and mentor partnerships. Highlands Community Charter School prides itself on helping teachers build lifelong skills both in the classroom and in their long-term professional goals as academic leaders dedicated to the success of students.

Meeting the Needs of All Students

1.26: English Learners

Highlands Community Charter School is committed to all students, including English Language Learners ("ELLs"). HCCS meets all applicable legal requirements for ELLs as it pertains to annual notifications, student identification, placement, program options, ELL and content instruction, teacher qualifications and training, Reclassification to Fluent English Proficient status (RFEP), monitoring and evaluating program effectiveness, and standardized testing requirement. HCCS implements policies to assure proper placement, evaluation, and communication regarding ELLs and their rights.

Identifying English Language Learners
HCCS administers the Home Language Survey ("HLS") upon initial enrollment though our registration forms where students answer the following Home Language Survey questions:

1. Do you speak English fluently?
2. What language did you first learn to speak?
3. What language do you most frequently read/speak at home?

These questions are used to determine a student's home language status as follows:

- *English Only (EO)*

If the answers to the three questions are "English", the child is classified as English Only.

- *Possible English Language Learner*

If the answers to any of the three questions on the Home Language Survey indicate a language other than English, or a combination of English and another language, and there is evidence of significant non-English exposure, then the student is assessed using CASAS to measure his or her level of English proficiency. The student is then consulted by a staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the student.

- *Self-Identified English Language Learner*

If a student initially self-identifies as an ELL, s/he is immediately assessed for English language proficiency for appropriate placement and is automatically placed in an ELD classroom appropriate to his/her level.

Educational Program for English Language Acquisition

As HCCS is required to timely identify potential ELLs and provide them with an effective English language acquisition program that affords meaningful access to the school's academic core curriculum, instructional plans for ELLs are (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

HCCS implements our own English Learner Instructional/Master Plan. The instructional plan encompasses the following, including but not limited to:

- How ELLs' needs will be identified;
- What services will be offered;
- How, where, and by whom the services will be provided;
- How the program for ELLs is evaluated each year and how the results of this assessment will be used to improve those services (annual report of the assessments)

Using Standardized Assessment to Support Student Progress

In accordance with state and federal regulations, students whose HLS indicate that a language other than English is used at home are assessed for their English language proficiency level within 30 calendar days of enrollment. In addition, students are notified of the assessment results and program placement within 30 calendar days of initial enrollment.

Based on a student's overall performance on the CASAS, s/he may be classified as an English Language Learner or an Initially Fluent English Proficient (IFEP) student. Once a student is identified as an ELL, s/he is placed in an ELD class that supports her/his identified level. State and federal guidelines require each EL to be assessed annually to determine their progress in acquiring English language proficiency; however, at HCCS each student is assessed every six to eight weeks with the CASAS and additional end-of term

assessments to capture progression and to advance through program levels efficiently until she/he meets the eligibility criteria and is Reclassified Fluent English Proficient (RFEP).

Strategies for ELL Instruction and Intervention

The instructional design model used at HCCS places heavy emphasis on differentiated instruction to meet the needs of the ELL population based on academic and language readiness. Through the well-defined professional development plan that accompanies this instructional design model, teachers are trained on a variety of instructional strategies to be used specifically with EL students. These strategies include support materials from state adopted materials, academic language scaffolding, and full-time instructional support with our English language learner expert instructional staff. Our Professional Learning Coordinator conducts regular staff development sessions to review current practices and develop strategies for students.

In order for the ELL students to remain current with their peers, HCCS emphasizes alignment to state adopted standards and materials to ensure ELLs have the same core base of knowledge. Additionally, ELLs are provided with supplementary materials to create extensions and scaffolding to the curriculum for better understanding of the materials.

The use of academic language scaffolding demonstrates to ELLs the step-by-step processes to complete tasks on their own. Scaffolding includes several linked strategies including modeling academic language, contextualizing academic language using visuals, gestures, and demonstrations, and using hands-on learning activities that involve academic language.

Process for EL Reclassification

We have developed a process and an accompanying form outlining the criteria for EL reclassification. Specifically, we assess the four components laid out in CDE's guidance:

1. We will continue to assess English language proficiency (ELP), using CASAS (Comprehensive Adult Student Assessment Systems) results, which we obtain every 6-8 weeks from our students. We pair that with internal measures of English language proficiency which are designed around our curriculum and are in turn aligned with state and federal standards.
2. Our ELD teachers use both periodic and end-of-term assessments to review students' mastery of curriculum. Our high school teachers use formal assessments at the end of chapter, unit, and term to assess students' mastery of curriculum.
3. As adults, our students are invited to participate with opinions and consultation regarding their readiness for reclassification. They are advised at the beginning of the year (or upon entry into our ELD program) and then annually of their rights and the process of reclassification.
4. We use PowerSchool and other tracking methods to establish the range of performance by English proficient students, and then use those results to compare with ELs' performance.

Process for Monitoring Progress of ELs and Reclassified (RFEP) Students

We are making substantial improvements to our schoolwide curriculum for ELD classes, our internal assessments and instructors' ability to use them, and our entry and tracking processes for ELs' progress. With these fully in place, we will be better able to track students and obtain more useful data on ELs' progress. The same will be true of reclassified students as they proceed in our programs. Enhanced assessments and tracking, along with our Reclassification Specialist in charge of the reclassification and monitoring processes, will allow us to do more tracking during progress.

Process for Monitoring Progress and Effectiveness of Supports for Long Term English Learners (LTELs) and for Students At-Risk of Becoming LTELs

Given that our program is much shorter than six years, we have not implemented a process for identifying or monitoring the progress of LTELs. Nevertheless, we are improving our methods for identifying and intervening with at-promise students. In our high school program, teachers and counselors have implemented a program to identify students at risk of not making academic progress. This process will help identify students at risk of becoming LTELs. The Reclassification Specialist, working with our data team, will also work within our ELD program to identify students whose progress is slower than expected.

1.27: Students Achieving Above Grade Level

While Highlands Community Charter School does not subscribe to a Gifted and Talented Education (GATE) specific program as we are primarily serving adults who have previously faced many obstacles to achieving academic success, our methodology meets the advanced educational needs of our high achieving students within the regular classroom by tailoring individualized learning plans for each of our students and providing level appropriate content and support. However, we recognize that many of these obstacles are not necessarily intellectual, and as such, we strive to identify and support our high achievers.

With our highly individualized learning plans and differentiated classrooms, identifying high achievers comes naturally as students are able to demonstrate proficiency and progress on a daily basis through one-on-one formative assessments, bi-monthly CASAS assessments, and course completion rates. In HCCS high school classrooms, students are able to progress through course content as quickly as they feel comfortable and are awarded grades and credits upon course completion even though course content is designed to take either nine (9) weeks or eighteen (18) weeks depending on the course. Additionally, all High School students at HCCS are assessed in reading and math every six (6) to eight (8) weeks. In the ELD classroom, students work in multi-level classrooms where their instructors formatively assess them on a daily basis and can freely adjust and deliver content complexity as necessary as multiple levels and content areas are being addressed daily. HCCS ELD students are assessed in reading, listening, and math by CASAS proctors every six (6) to eight (8) weeks. ELD Teachers administer summative assessments at appropriate times during the term, including at the term's end and award progress marks to determine whether individual students are ready to advance to the next level.

Based on these assessments, individualized and small group lesson plans are prepared for each student. Students working above content level are placed in the curriculum at the appropriate level, which allows them to work in a content-accessible environment. For example, a Low Beginning ELD student may be working in the Low Beginning curriculum in Writing but at a High Beginning curriculum level in Reading. This student might change group settings throughout the day to allow for higher stimulation of content through new group settings. This allows for individualized instruction in the coursework area that is appropriate for the student and allows them to work at a pace and in an environment that is most appropriate to their abilities. Students who are advanced in all content areas can work ahead in all coursework, and students who have a specific aptitude in one or two subjects can work ahead in those specific subjects but still receive the time and attention they need for content areas in need of deeper focus. This classroom-based, individualized learning environment allows academically high achieving students to accelerate their learning, propelling them more quickly toward high school completion and diploma obtainment.

Additionally, we currently implement or are working toward the implementation of the following enrichment programs for students who show great aptitude in other areas of the curriculum:

- Our Early Childhood Education (ECE) program students currently use *Edynamic* to access

advanced classes and electives. We plan to train teachers on the use and implementation of this resource as an additional tool to support our high achieving students in their academic goals and keep them engaged in their learning throughout their academic careers here at HCCS.

- High achievers may currently choose to become teaching assistants in various elective classes, where they can hone their own academic skills through the guidance they provide other students with the direct support and oversight of the instructor.

By providing individualized programs for high-achieving students, Highlands Community Charter School is able to meet the needs of those students who have a greater aptitude in one specific subject matter area, as well as those students who are high achievers in multiple areas. In this way, all students' needs are being addressed.

1.28: Students Achieving Below Grade Level

Students Achieving Below Grade Level

We choose to serve the unserved and recognize that this means many of our students have struggled with academic achievement in the past. We believe that all of our students are capable of greatness and go through great strides to remove obstacles to their achievement today. Our classrooms, by design, effectively serve students who, historically, are academically low-achieving, as well as those who are academically high-achieving.

Given the vast differences in educational, cultural, socio-economic, geographical, and emotional backgrounds of our students, we know that they will all learn at different paces. In the same way we identify and support our high achieving students, we use highly individualized and differentiated classroom setting and multiple assessment strategies to determine which of our students are in need of additional supports in order for them to successfully achieve their academic goals. Our individualized and differentiated classrooms support students in completing their required coursework and curricular content in a self-paced fashion, allowing them additional class time and instructional support to master curricular content before advancing.

By having a year-round learning program, our students are able to maintain their focus, motivation, and educational momentum with less interference of external distractions that might deter them from returning at summer's end. This promotes in our students a sense of commitment, and we regularly tell them, "Progress requires commitment, and commitment requires attendance." When our students feel committed to their own achievements, this leads to happiness which contributes to great learning environments for all and radiates to the surrounding community. All of our students have decided to further their education because they desire to learn and produce purposeful, meaningful work in order to better navigate the world around them and participate in the community in contributory ways. When they are able to learn at their own pace, and the teacher, through his/her observations of each student, is able to prepare individualized lessons to meet the needs of the students in his/her classroom, this system has a foundation built on trust and respect of the individual, resulting in community members who make marked impressions on all those who witness success beyond expectations.

Our plan for low academic achievers includes three remediation areas. These include: Student Success Team (SST) plans, access to academic support programs, and the availability of supplemental materials to teachers.

Student Success Team (SST) members identify specific academic areas of need for low achievers and plan interventions that are monitored and reviewed at subsequent meetings. Plans include specific modifications within the classroom, resource materials and referral to supplementary assistance, and programs that target specific academic skills.

Programs, assistance, and services that target the needs of academically low achievers include:

- Reading Specialist
- High School Reading Skills classes
- Multilingual Paraeducators
- Math Paraeducators
- Literacy Classes - our ELD non-literate students, who have had very little, if any, access to written texts in their native languages are provided specialized instruction by Second Language Learner (SLL) literacy specialists.
- SIPPS Reading
- Student Engagement Liaisons

HCCS's curriculum has the flexibility to provide concrete materials for those students who are not ready for more abstract learning. The flexibility of the curriculum also allows for students within a classroom to work at multiple skill levels. Students' individualized work plans are modified to target skill remediation as needed or to provide additional challenges for skills already achieved. In addition to the availability of a wide variety of materials, teachers have access to supplementary materials and support from the Resource Program. Teachers check out materials to target skill areas as needed. They also have access to the Pre-referral Intervention Manual (PRIM), which provides multiple classroom interventions for specific academic areas.

Response to Intervention (RTI)/Student Success Team (SST)
Highlands Community Charter School teachers and staff utilize the Response to Intervention Model (RTI) to address the educational needs of our low achieving students to ensure learning is occurring. Struggling students are identified by procedures established by each school site, including CASAS results, student performance below 70% in a core subject area and/or failing to make adequate progress to next level courses. These students are provided with interventions such as highly qualified, research-based classroom instruction, ongoing student assessment, multilevel and differentiated instruction, and strong student involvement. These services are provided by a variety of personnel, including paraeducators (i.e. teacher assistants) and teachers during a scheduled RTI period. After appropriately utilizing the RTI process, students requiring further modifications other than additional instruction and re-teaching will trigger the Student Study Team (SST).

The SST focuses in-depth on one student at a time and encourages the adult student to participate in finding solutions. The SST uses a systematic problem solving and coordinating approach to assist students, teachers, and staff in seeking positive solutions to concerns that are interfering with success and to maximize student potential. The SST clarifies problems and concerns, develops strategies and organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher, and student. This process informs individual and class wide actions to address issues such as use of classroom resources, behavioral management, and classroom modifications. Many students can benefit from an SST, including those students achieving below or above grade level and students who have experienced emotional trauma, behavioral issues, or language issues.

Anyone who has a concern for a student can refer that student to an SST based on the RTI model for

consideration. Our adult students may also self-identify and seek services for themselves. The referring party completes an HCCS SST Referral Form and submits it to the Director of Curriculum and Instruction and the student's counselor, who establishes an SST meeting. Anyone who is connected with that student can be included in the SST to provide information to share about the student's strengths, concerns, and strategies that have been used in the past. These people may include, but are not limited to, teachers, parents, counselors, doctors, administration, social workers, advocates, and law enforcement. Progress on action items is monitored by setting a follow-up SST meeting date within 4-6 weeks of the initial meeting. At the follow-up SST meeting, action items are reviewed, and student progress is discussed. The follow-up SST meeting is documented on the *Student Success Plan Follow Up,* at which time the action plan may need to be modified and additional interventions may be added depending on student progress.

A key goal to the HCCS RTI model is to improve the outcomes for all students. After implementation of an SST plan and follow up, if the problem continues, revisions to the plan may be discussed, or if necessary, a referral for special education or Section 504 assessment might be deemed necessary by the SST.

1.29a: Socioeconomically Disadvantaged/Low Income Students

At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies socioeconomically disadvantaged/low income students upon registration through our Household Income Data Collection form, and the information collected is recorded in our PowerSchool SIS system, allowing HCCS staff to monitor and track students in this subgroup.

As a large majority of our student population are identified as socioeconomically disadvantaged/low income, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in fun academic enrichment activities that are aligned to their level-pacing academic plans and are taught cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how to use mental models. Additionally, in order to meet the economic needs of this subgroup of students, HCCS holds workshops with partners on issues related to economic need.

1.29b: Students with Disabilities

Overview

Highlands Community Charter School will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older and is not required to join a SELPA pursuant to Education Code 47641(a) either on its own or with a grouping of charter school LEA's as a consortium. As such, HCCS does not receive state and federal revenues in accordance with the SELPA's allocation plan. However, if a student, who previously

had an IEP, enrolls at HCCS, a copy of the previous IEP is reviewed to identify specific learning disabilities from the SST to determine if the student is then 504 referable. If HCCS can meet the accommodation requirements from the previous IEP, then these accommodations will be incorporated into an SST as strategies. Any decision to deny or grant an accommodation by the SST shall be made in accordance with the law. Implementation of Special Education service begins with a Response to Intervention and pre-referral remediation and monitoring of low achievers by Student Success Team members. The team identifies problem areas for low achievers and plans interventions that are monitored and reviewed at subsequent meetings. When students do not make satisfactory progress after implementation of remedial programs and strategies, they may be referred for evaluation under Section 504 of the IDEIA.

Students in this subgroup are monitored in the same way as their general education peers except with some accommodations and modifications according to each student's SST or 504. Special education teachers are expected and required to provide progress reports on SST/504 goals at the same frequency in which general education teachers provide report cards and progress reports.

1.30: Students in Other Subgroups

Former Foster Youth

HCCS students are identified as former *Foster Youth* through enrollment applications. HCCS tracks students formerly in foster care through CALPADS. Students' assigned school counselors at HCCS meet the needs of each student individually by providing access to resources (e.g., clothing closet, food pantry) or to partners and mental health providers who are readily available to assist with the mental health needs frequently associated with students formerly from the foster care system. Interventions for students formerly in foster care are provided as needed through an SST (Student Success Team) process, which is provided depending on need based in academic and behavior performance. Additional support is provided to HCCS former Foster Youth through our student meetings and teacher and administrator open door availability. Teachers track how former Foster Youth are performing academically in their SST Action Plans after each benchmark to ensure they are maintaining growth.

Standard English Learners

Standard English Learner (SEL) students who speak African American Vernacular English (AAVE) and Latino American Language have mastered a language variety that is of a non-mainstream form. Each of these varieties is based largely in English vocabulary and grammar but employs its own phonological, lexical, syntactic, discourse, pragmatic, and usage features. These non-mainstream varieties are systematic and highly structured, with explicit rules for forming sounds, words, and sentences and are highly effective and useful as language systems in their communities of practice. The retention and application of the complex linguistic rules of these English varieties generate differences between the students' home speech and the language of the school. SELs are identified through examination of writing samples since SELs tend to write in an oral style that reflects the dialectical variance. Teachers and Specialists meet the needs of this subgroup through daily classroom instruction and support. HCCS provides focused professional development for its instructional team and monitors the progress of students in this subgroup through assessments and tasks that identify features of AAVE and Mexican American English such as students' ability to use context clues, word parts, multiple choice, examining writing samples, and monitoring fluency.

"A Typical Day"

1.31: A Day in the Life of HCCS

Many of our students start their day with their children, getting them ready for school, walking them to school, to the bus stop, or dropping them off in their car. Some of our students bring their small children to school at HCCS with them for play care. For our night classes, our students often arrive at school right after work.

Once our students arrive at school, they go to class, greet their teachers and classmates, enjoy tea or coffee, and settle into class. Days typically start with a warm-up, reading, or discussion to get students' brains warmed up and excited for the day ahead. Our teachers utilize thought provoking subjects to spark our students' intellect.

All of our classrooms utilize technology—many of them in very innovative ways. You may find a teacher utilizing Google Classroom and assigning projects to students which they receive on their personal cell phones. Other classrooms may utilize personal laptops where students can independently research topics, use web-based tools in study groups, or work on their resumes. Each teacher is able to tailor the classroom technology to his/her student population. For our multilevel high school classes, students are grouped at tables by the subject they are currently studying and work as a team towards their projects or work.

One of the most cherished experiences of our students at HCCS is the diversity of our "HCCS family". We have students from over 60 countries who speak 30 different languages. Our students become friends, support systems, mentors, and sometimes family during their time at HCCS. While walking our campus at lunch or break time, you will find diverse groups of students socializing together, laughing, or sharing food. Food is a huge part of the HCCS culture. It brings people together, allows our students to share their culture, and strengthens the relationships of our students.
Our high school students rotate classes based on their credit deficiency and level. A high school student's typical day could start in our English classroom, where they are reading a novel, then go to their pre-algebra or algebra course, where every student who walks through our doors with math anxiety leaves with confidence and appreciation for math, and their day may end in a career success class where they are learning about soft skills, interviewing techniques, and proper career attire.

During their time at HCCS, our students will come into contact with a number of different support personnel from paraeducators in their classrooms who can provide one-on–one assistance to career counselors in the student success center who can assist with record expungement, license reinstatement, and refer students to part-time employment to survive while attending school. Their counselor checks in with them on a regular basis, and our clear connection group provides a weekly support group for students who are dealing with a variety of addictions.

Student Biographies
Lupe Aguilera spent most of her life making noise so that someone would notice her. As a child, who grew up in a family of 14 siblings, Lupe was never given the recognition or support she needed to believe in herself. What's worse is that no one believed her when she told them she was being abused in her own household. "It got to the point where I wanted to just shut myself out. So I got myself into trouble all the time because I felt like my mom wasn't paying attention to me," Lupe said. "I thought if I got into trouble, maybe she would start paying attention to me." When she realized no one was listening, Lupe said she started to act like the housemaid in order to get herself away from her abuser. She would clean up the five-bedroom, three-bathroom home once a week so that she could get permission to leave for as long as she

liked.

Lupe went from couch to couch, family to family, group home to shelter, trying to find someone, anyone who would care. Finally, she found that one person who turned it all around for her, but it wasn't until much later in her life—after she had already had two children of her own. "I was in the shelter with my kids, and I was still messing up—still coming home late and drunk. I couldn't get it right. After a while, the workers at the shelter called me in. They were just tired of me because I couldn't get my shit together," Lupe remembers. They all sat Lupe down at a table and told her that everyone had voted her out, that no one wanted her there anymore, and that they didn't see anything in her. They told Lupe what she had been convincing them of all along—a truth she had believed herself.

"But there was this one guy there. His name was Jeff, and I'm never going to forget hi. He told me, 'I do see something in you, and I think you should stay. I think you should work this program like I know you can.' And ever since he told me that and believed in me, I got my shit together. I think I was just always looking for someone to do that, but I didn't know that it was that I needed," she said. Finding her place in this shelter helped Lupe to understand that when you fall down, it's okay to ask for help getting back up. "When I initially left to join the shelter, I told my parents, who I was living with at the time, that I was going to a hotel because I knew they would disown me if I told them. They had too much pride and thought they could help me themselves. Plus, me living with them was providing them with more disposable income," she said.

But once Lupe broke down and told her parents, the opportunities started opening up. "They were so mad at me," Lupe said as she started to cry. "I just told them that it's good for me and good for my kids and that I'm trying to be something better that I know I can be." Shortly after, Lupe earned a spot in transitional housing and started making strides for herself and her family. She started working full time and attending AA and NA meetings. "I couldn't believe I was making moves without having a partner by my side," Lupe said, "because Mexican women think that we need a partner to be with us because they are going to be our suppliers for everything and that we gotta depend on them, but it's not true. We need to know that we can depend on ourselves."

The outreach that she received through her shelter and those giving back in the community shook Lupe to her core. "It was so crazy—I never knew there were people out there like that. It made me change my ways," she said. Lupe said when she looks back on the years of her life that were spent high, she remembers how desperate she felt and doesn't want to ever return there. "I was going crazy. Like I would see or hear things that weren't even there. I would take so many pills, and I would faint," she said. "I just want to be better. My mom has always been that person who takes advantage of everybody. So I didn't want to be like my mom, and I still don't want to be like my mom. I think that's why I try to do everything I can for my kids now."

Lupe's relationship with her children has evolved greatly over the years, and she has finally won custody of her boys from a relationship which caused her much turmoil in her past. "Going through the custody battle with my kids was so hard because I couldn't read or write. I was constantly using my phone and talking to it to see how things were spelled to write it down on all that formal paperwork. It was hard," Lupe said. "I've come so far, and I won't stand for things anymore. I'm not going to be cleaning up after anyone else for the rest of my life." Now is the time in Lupe's life where she is focused on herself and her family. The first step in that journey was her graduation from Highlands Community Charter School on January 25, 2018. She is also an employee, working in the Clothing Closet and providing resources to those of our students in need. It was Lupe's vision to develop a mobile clothing closet for our school, which has made resources more readily available to those who are not on our main campus.

Brian is a 32 year old who attended 8 different schools from elementary to high school due to behavioral issues. He was given an IEP for his ADHD and never had expectations of success for himself. He dropped out of school in 10th grade, joined a gang, and started selling drugs to buy what his single mother couldn't afford. His choices led him to multiple incarcerations, never working an honest job, and a severe lack of self-confidence. While Brian was on probation, he was referred to a community partner for permanent housing where HCCS provided on-site education. Brian enrolled in our High School Completion program and our Truck Driving program to earn his diploma and Class A License. Brian faced significant challenges with Math and required one-on-one support and instruction. In the past, Brian had significant anxiety and struggles with math. HCCS was able to provide assistance to Brian, and he was able to pass his Algebra class and build his self-confidence and ability to succeed in school. While studying for his high school diploma, he also took our Truck Driving Pathway and earned his Class A License. Passing his Class A Permit test was a huge confidence builder and one of the first successes he's had in his life. This gave him the confidence to learn the skills necessary to pass his behind-the-wheel test and earn his Class A License. With a high school diploma and Class A License under his belt, Brian was able to go out and start his first job. This is a huge accomplishment for Brian! Now, two years later, Brian is still working as a Truck Driver for a local distribution company, earning a livable wage, supporting his family, and giving back to the community.

Shatoya is a 26-year-old high school dropout. She dropped out of school after her mother passed away when Shatoya was in the 11th grade and was placed in foster care. In and out of different homes and dealing with the death of her mother, Shatoya was not able to recover and stay in school. Shatoya lives in the Del Paso Heights neighborhood and was riding the bus one day when she saw a sign for Highlands Community Charter School and decided to stop and see what we had to offer. Shatoya always promised herself that she would earn her diploma for her mom and for herself. She enrolled in school and started the next day. At HCCS Shatoya became very active in student government, tutored her peers, and volunteered with the food distribution program. She earned a 4.0 and had perfect attendance during her time here. The teachers and staff recognized the bright young woman's potential and encouraged her to go to college and continue her education after graduation. Upon graduation, Shatoya enrolled at American River College to become a social worker to help young girls like she once was and change lives. While at American River College, she used her skills and passion from Highlands Community Charter School and assisted in the development of a student food pantry for students. Shatoya earned her associate degree and is currently working for the County of Sacramento while continuing to pursue her education and a bachelor's degree.

Blanca is a mother of 4 and an immigrant from Mexico. She worked at Jack-in-the-Box for 12 years as a manager to support her family. Blanca enrolled in our ELD program to improve her English and get a better job. She entered our program with good speaking and listening skills but needed to improve her reading and writing skills in English. Blanca spent 18 months in our ELD program, moving from Level 3 to Level 7. After completing Level 7, Blanca took our Bridge to high school class and re-designated to our high school program. While attending our High School Completion program, she was able to finally pursue her dream of getting a better job by taking our Early Childhood Education pathway and earning her Child Development Associate Credential. Blanca is currently taking Algebra, Economics, and interning with our Play care program. When Blanca walks the stage to receive her high school diploma with her children and husband in the audience, she will be living out her dream of a better job, showing her kids you can accomplish anything you put your mind to, and creating generational change.

Katya is a 30 year old immigrant from Ukraine where she was a bank manager. Katya came to the United States as an adult with her husband who was a successful lawyer in Ukraine. Katya had a basic understanding of English from her education in Ukraine, but wasn't confident in her speaking skills because

of her accent. When Katya and her husband came to the United States, they had $120 and an empty apartment. Katya's husband worked as a pizza delivery man at night to support their dream of becoming successful in the United States. Katya was able to connect with our student services staff who coordinated a donation of furniture, clothing, kitchen items, and toiletries for their home. Katya enrolled in our High Beginning ELD class and took her studies very seriously. She made a lot of friends from different countries, and they met outside of class for coffee to practice English and explore Sacramento together. Katya moved quickly through the levels and progressed to our ELD Bridge class in one year while also volunteering in a lower level class in the afternoons. Katya's teacher saw her potential, work ethic, and positive attitude and recommended her for a paraeducator position at HCCS for a literacy level course. Katya is now an employee of Highlands Community Charter School and loves giving back, changing lives, and encouraging students on their journey.

Elements 2 & 3: Measurable Pupil Outcomes and Method by which Pupil Progress Toward Outcomes will be Measured

The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. **(Ed. Code § 47605(c)(5)(B).)**

The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. **(Ed. Code § 47605(c)(5)(C).)**

Measurable Goals of the Educational Program

2.1: Description of Measurable Goals and Objectives

HCCS' annual goals and unique educational goals/objectives may be found in *Element 1—1.8: HCCS Annual Goals and Actions*

Measurable Pupil Outcomes: Summative Assessment Performance Targets

2.2: Specific Performance Targets

HCCS' specific performance targets may be found in *Element 1—1.8: HCCS Annual Goals and Actions*

2.3: Plan for Assessing Student Growth and Achievement

HCCS' annual measurable goals may be found in *Element 1—1.8: HCCS Annual Goals and Actions* (IF included in LCFF)

2.4: Other Performance Targets

HCCS' annual measurable goals may be found in *Element 1—1.8: HCCS Annual Goals and Actions* (IF included in LCFF)

Method for Measuring Pupil Progress Toward Outcomes: Formative Assessment

3.1: Monitoring and Measuring Student Progress

Measuring Student Progress
At HCCS our assessment procedures are essential accountability tools and help us to improve instruction and ensure student success. Our assessments and assessment results allow us to measure and track student progress. As we previously discussed in Element l, all of our curriculum objectives and assessments are aligned to the Common Core State Standards. Other formative and summative assessments are intended to assist us in the following areas:

- To inform our teachers of their students' levels and needs
- To ensure teachers recognize both areas of strength and growth and can supplement instruction where it is needed
- To provide our students with meaningful feedback about progress toward goals
- To ensure our school is making progress toward our vision, mission, and schoolwide learner outcomes
- To compare our school's academic performance data with other similar schools

As part of our instructional program, we assess students using a variety of assessment tools, including formal and informal assessments. We believe that all students excel academically when they are held to high standards and that all of our students meet our curriculum standards which we utilize to continuously assess our students' progress.

HCCS Assessments and Frequency

Enrollment Assessment
At HCCS we assess all of our ELD and high school students as part of the enrollment process. The assessment process varies between programs, but both programs assess all incoming students during registration.

ELD Placement Test
For our ELD students, we use two types of assessments. For reading, listening, and math we use CASAS and for writing and speaking we use in-house benchmark assessments designed by our Lead ELD Teachers and approved by our Director of Curriculum and Instruction. Our CASAS assessments are paper-based for our Literacy students and are computer-based for our Beginning Low to Advanced students. For our speaking test, the teacher begins by introducing themselves and asking the student basic conversation questions, such as their name and how to spell it. Then the teacher presents images to the new student and asks leveled questions about the pictures. The purpose of the speaking test is to illicit as much English as possible within the context of the images. If students can appropriately respond to questions, the teacher continues showing images and asking increasingly difficult questions. Students are then given a speaking level based on the test. After the speaking assessment, students are asked to respond to a leveled writing prompt that correlates to the level they received on the speaking test. If the writing prompt is too difficult, the teacher can give them the prompt that is a level below. The purpose of the writing prompt is to get a sample of the writing that represents the students' ability. The writing assessment is then graded, and the student is placed in the appropriate class.

High School Placement Test
For our high school students, we only utilize CASAS assessments as part of our new student enrollment. High school students are assessed in reading and math and placed in classes based on their enrollment

assessments as well as their transcripts. For our ELD students who are moving into our high school program, we assess them in reading, listening, and math to ensure that they are ready to enter high school.

CASAS Assessments

The one assessment tool that is utilized as a universal screener across all programs is the Comprehensive Adult Student Assessment Systems (CASAS). This nationally recognized assessment system integrates Common Core Standards which align to our curriculum in both ELD and high school programs. All students are provided these universal screeners to initially assess placement level and later on to assess learning gains throughout their time at HCCS. Additionally, we use CASAS to track our students' levels and progress through our ELD and High School Completion programs. After the enrollment process, students are CASAS tested on average every 6 to 8 weeks. Our goal is for students to improve by one level per every term, where one level is equal to a minimum of one point and a maximum of ten points.

Teacher Designed Formative Assessments

At HCCS teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations
- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
ELD Unit Assessments	Theme-based objective assessments	Monthly
ELD Content Mastery	End of term assessments and course grade	At the end of each term
High School Content Mastery	Course assessments and course grades	At the end of every high school course

Evaluation Methods

At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios. While course completion does not include an end-of-course evaluation such as a standardized test, many assessment types are implemented. Formative assessments that have been aligned to the state standards for the various units of study for the academic courses are used. For example, our U.S. History course has several standards-aligned units of study, each of which has a schoolwide, formative assessment tool that is used as part of the completion process. At HCCS our students are a very diverse group at varying levels. Through the guidance of our Director of Curriculum and Instruction, we elected to use formative assessment as part of the assessment process and throughout smaller units as a basis for some of the skills assessment. In this manner, we have one form of assessment that we can use to indicate proficiency for smaller units in a course. These formative assessments are only one measure of assessment. Evaluation measures are varied and include projects, teacher evaluations, work samples, etc. At HCCS we evaluate a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology, or demonstration of research skills. One of the primary roles of providing instruction is to evaluate the student's proficiency and skills acquisition, and we use multiple measures of assessment in our courses as part of our course evaluations.

Multiple Assessments

At HCCS we use CASAS scores as one measurement of a student's proficiency and skills attainment; however, they are not the only measure. CASAS scores help us to identify strengths, challenges, and areas of need. As an accountability measure, they are also in alignment with how CASAS scores are used along with the State's accountability indicators.

HCCS utilizes various methodologies to determine students' levels of academic success and, ultimately, their ability to graduate. These evaluations are based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework and formative and summative tests and criteria.

The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of Common Core standards such as presentation skills in the listening and speaking standards, integration of technology, or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. One of the primary roles of the teacher besides providing instruction is to evaluate the student's proficiency and skills acquisition. Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits.

Data Analysis and Reporting

3.2: Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data

At HCCS we use assessment data in four primary ways. First, we want to assist student learning as a diagnostics tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area. For teachers, this means truly understanding our students' strengths and weaknesses. We want to ensure that if a student is falling behind in an area, we can provide them with the tools they need. We have paraeducators in English and math and Reading and Literacy Specialists. If we understand where our students need to improve, we can assist them.

Second, we use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing. This is a critical component for our stakeholders. At HCCS we have a team of professionals who analyze academic performance data. We look at everything from enrollment and enrollment assessments to demographic data, CASAS assessments and gains, grades, graduation rates and retention data. By analyzing student learning by year, we see how we are doing by teacher, course, program, and school compared to similar schools.

Third, we use assessment data to determine if a student has met or exceeded the necessary level of competency to gain formal recognition such as to complete a level or receive a diploma, licensure, or certification. In our ELD program, when a student meets all of the content and level objectives with an M, the student completes the level and moves to the next course. CASAS scores and teacher assessments are also considered part of the level completion process. For high school students, they complete courses when they earn a C or higher and have earned the required credits.

Lastly, we use assessments to determine if a student is underperforming in relation to their peer group, and we then evaluate if intervention supports are required or if the student is in the appropriate course. There are times when students are enrolled in courses that they are not able to complete. At HCCS one use of assessment is to ensure that students are appropriately placed. In some instances, it is imperative that a student enrolls in a remedial course to get the academic support they need, while other times the student can get support from their teacher, a paraeducator, or a specialist who will work with the student until they are able to complete course materials and assessments.

Grading, Progress Reporting, and Promotion/Retention

3.3: Grading and Progress Reporting Systems

English Language Development Grades
At HCCS we have two grading systems: one for ELD and one for high school. Our ELD grading system is M, A, D, and E.

M is for a student who is meeting or exceeding standards. This student regularly turns in assignments on time that are of A or B quality. This student would also be eligible to advance to the next level within ELD.

A is for a student who is approaching standards. This student is submitting assignments of average quality much like you would see with a C student. This student is trying but may be struggling with content and needs more time in this level. This student is not eligible for level advancement.

D is for a student who is still developing an understanding of the standards at the time grades are assigned. This student might submit assignments of below average or D quality or might be unable to complete assignments on time because they are new or because the content is too difficult. This student is not eligible for level advancement but may need to be dropped one level for comprehensible input.

E is for a student with emerging understanding of standards. At HCCS this grade is reserved for a student with poor effort to complete assignments. The assignments submitted by this student would be of very poor quality or similar to an F student.

At HCCS we first started the ELD grading system, MADE, at the end of the 2016–17 school year. Prior to the 2016–17 school year, we did not have an ELD grading system in place. It was created to ensure that the ELD students were proficient and meeting each level objective stated within HCCS's ELD curriculum before moving to the next level. It was also created to show ELD level completion, as M indicates that an ELD student is ready to move the next level. ELD students receive grade reports at the end of each term.

High School Grades

For our high school students, we use the traditional grading system A, B, C, D, and F. For GPA points, an A has a value of four points, B has a value of three, C has two, D has one, and F has zero. Although teachers may add a plus or minus to a grade, they do not impact the students' GPA. In high school, students must receive the letter grade of C or better to pass a class or earn credits. If a student receives a grade lower than a C, they must complete alternative assignments until they can get a C or better in the class. During the 2014–15, 2015–16 school years, high School students received grades every six weeks. During the 2017–18 school year, we transitioned from a six week grading period to an eight week grading period. In the 2018–19 school year, we transitioned to a nine week grading period.

Promotions

At HCCS there are two systems to address level promotion and graduation: one for ELD and one for high school. At HCCS our ELD students are promoted to the next level when they have met all of the curriculum objectives for that level and have received the grade of M. For the 2016–17 and the 2017–18 school years, ELD students received grades every 12 weeks and were eligible for level promotion at that time. The grading schedule changed for the 2018–19 school year to every nine weeks. Although ELD students do not earn credits for their classes, our high school students do.

At HCCS all of our high school students are enrolled in our high school program into twelfth grade and remain in the twelfth grade until they are eligible to graduate. While our high school students are not eligible for grade promotion, they are eligible to graduate when they have earned enough credits. Our high school students are eligible to graduate when they have earned 200 high school credits: 100 Academic, 90 Elective, and 10 Career Technical (CTE) credits. As part of the 200 credits, transfer credits and employment credits count toward this total. High school credits are awarded by 5 credits in 9 weeks and 10 credits in 18 weeks. Currently, high school credits are awarded every nine to eighteen weeks at the end of each course when students receive course grades.

Retention

At HCCS we address retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagements

systems coordinate efforts to strengthen two-way communication between students and the school. We have many professionals who support retention: Navigators, Reclassification Specialist, Reading Specialist, Transition Specialist, and Student Engagement Liaison. This collaboration not only helps student relations but also increases student achievement and retention.

Program Audit

HCCS will compile and provide to TRUSD an annual performance report. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by HCCS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on waiting lists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Element 4: Governance

The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. **(Ed. Code § 47605(c)(5)(D).)**

Governance Structure

Highlands Community Charter School is a directly funded independent charter school operated by Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation, pursuant to California law. The Charter School agrees to maintain its non-profit public benefit corporation in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board") which is responsible for ensuring progress toward the mission, faithfulness to the charter, and fiscal viability. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, the Executive Director, Director of Curriculum and Instruction, and Chief Operating Officer. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

4.1: Governance Structure

HCCS agrees and acknowledges that the governing board of HCCS is the sole controlling governing body for the Charter School. The Board of Directors is responsible for governing the Charter School. The Board Members each have a personal fiduciary duty to look out for the long-term well-being of the Charter School. The Board is responsible for addressing major matters including, but not limited to, the governance and operation of Charter School in compliance with applicable law, policy, and the Charter, as they may be amended from time to time; the Charter School's financial management and viability, including but not limited to all expenditures and accounting of all public funds received by or on behalf of the Charter School and its students; setting the Charter School's general policies and overall curriculum policies; approving and monitoring the annual budget and financial procedures; fund-raising; selection, hiring, evaluating, and termination of the Charter School's Executive Director and Compliance Officer; approving personnel policies and monitoring their implementation; establish broad support and future partnerships to further the mission assuring that the Charter School fulfills its charter contract; and, strategic planning.

HCCS has adopted a conflict of interest code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests

laws generally applicable to the District's Board of Trustees, including but not limited to, EC Section 47604.1, Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board as further outlined in the Bylaws include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law such as Government Code 1090, Political Reform Act, the Public Records Act and the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.
- Attend ethics training (Govt. Code 53234-53235.1)
- Attend fiscal training (EC 35220-35223)

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.



Instructional Division
2018-2019

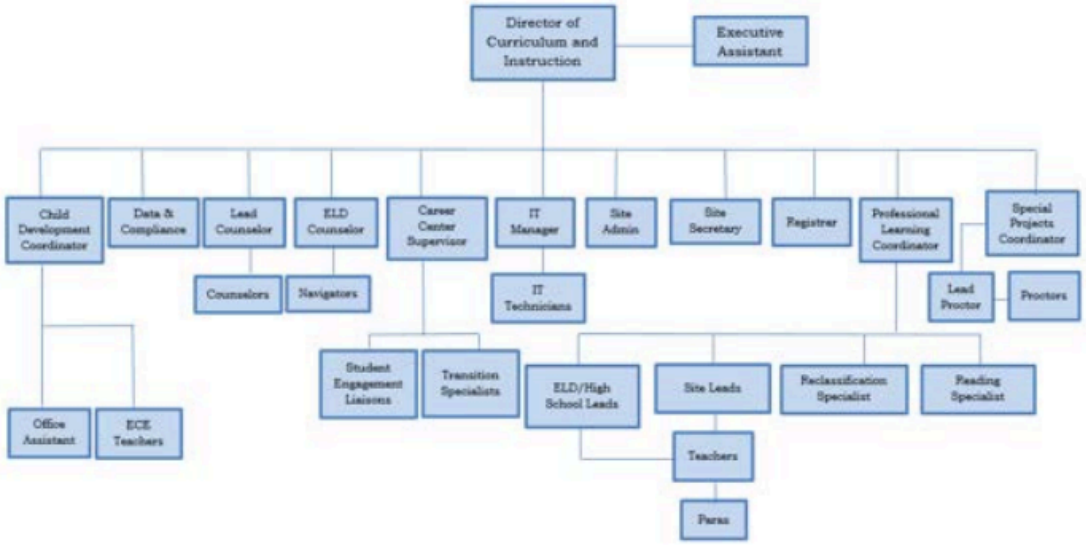

Operational Division
2018-2019

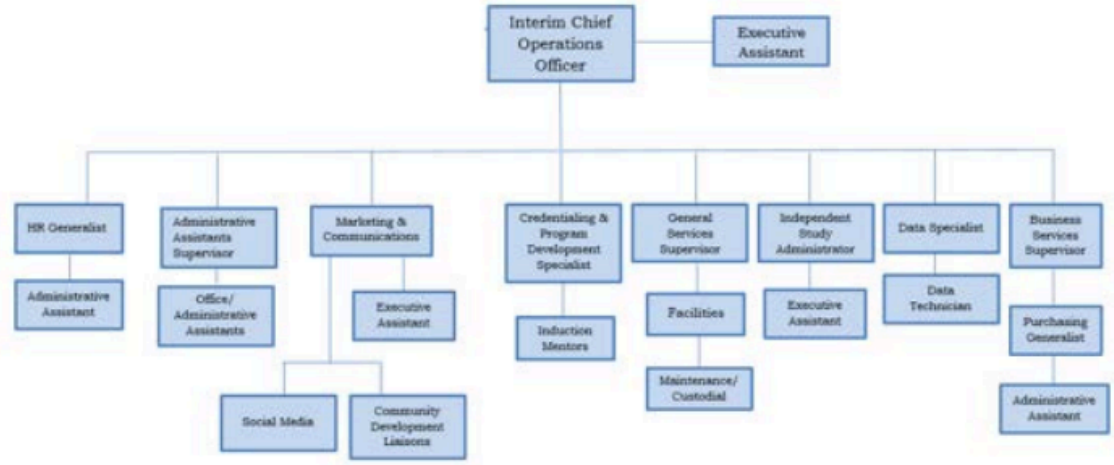

The Executive Team at Highlands Community Charter School plays a critical role in creating, improving, and maintaining a meaningful learning environment that promotes the academic progress of our students. The executive team includes an Executive Director, Director of Curriculum and Instruction, and the Chief Operations Officer. Through high quality leadership, our executive team successfully develops, implements, and evaluates school systems and policies, including but not limited to finances, assessment, facilities, and accountability measures under the direction of a school board.

Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of HCCS and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of HCCS personnel, evaluation, promotion, termination or discipline of HCCS personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The HCCS Executive Director manages the day-to-day operations of HCCS by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by HCCS, interacts with HCCS accountants and attorneys, and performs other duties lawfully assigned by action of the Board. The Executive Director shall receive ethics training in accordance with SB 827 (2025).

The *Director of Curriculum and Instruction* provides leadership and focus for the development, coordination, implementation, and evaluation of instructional quality and content of curriculum and instructional materials, technology infusion, and professional development programs for Highlands Community Charter School.

The *Chief Operations Officer* plans, organizes, monitors, coordinates and supervises a complex system of school operations, including but not limited to: staff evaluations, student engagement, school safety, employee performance, school climate, data analysis and impact on instruction, organizational alignment of curriculum per the Director of Curriculum and Instruction, budget development, professional development for classified employees, leadership training, and community partnerships. The Chief Operations Officer provides leadership in promoting the educational objectives and values of collaborative planning, implementation of the decided curriculum per the Director of Curriculum and Instruction for classified employees, effective instructional practices and support programs and services, and directly supervises HCCS individual department leadership.

In order to ensure that the Board of Directors, officers, management, and employees are in compliance with applicable statutes and regulations, that HCCS policies and procedures are being followed and that behavior in the organization meets the HCCS standards of conduct, HCCS employs a *Compliance Officer* who functions as an independent and objective person who reviews and evaluates compliance issues/concerns within the organization.

Governing Board Composition and Member Selection

4.2: Board Composition

HCCS is governed by a corporate Board of Directors in accordance with its adopted corporate bylaws, which are consistent with the terms of this charter. The Board of Directors has nine (9) voting members, including a TRUSD appointed representative. Each director brings significant experience and strong

commitment to the organization. The current HCCS Board of Directors includes:

- Ernie Daniels, Corporate President
- Doyle Radford, Vice President
- Matt Powers, Corporate Secretary
- Sharon Rocco, Board Member
- Rick Jones, Board Member
- Sonja Cameron, Board Member
- Sondra Betancourt, Board Member (TRUSD Representative)
- Kevin Ferreira, Board Member
- Mellonie Yang, Board Member

The Board addresses program concerns regarding the operation and improvement of Highlands Community Charter School. The Board is the final policy-making authority for Highlands Community Charter School. The Board, working with the Executive Director, recommends programs, policies, and schedules designed to meet the evolving educational needs of HCCS students and teachers.

In order to be more inclusive of representation programmatically of our students and community, the board voted and appointed new members Ernie Daniels and Kevin Ferreira in August of 2017, and Mellonie Yang in February of 2019. Mr. Daniels is a longtime community member who has strong ties to the community. He has a very keen sense of awareness of the local populace and serves on a variety of local community organizations. Mr. Ferreira is the President of the Craft Trades of Northern California which include: local iron workers, carpenters, and electricians. The knowledge he possesses in regard to understanding and forming community partnerships with business entities is invaluable. Ms. Yang joins our board with nearly 20 years of public service attorney experience. She is the Senior Staff Attorney for California Department of Correction and Rehabilitation. In her many years of service, she has advocated for public safety and on behalf of victims including elders and children.

As of July of 2017, Ms. Sondra Betancourt joined our Board of Directors by appointment from our authorizer, the TRUSD. Her appointment appropriately addressed the need to ensure that a community member was appointed by the authorizer as the former member that was appointed had previously served as a Board member on the Twin River Unified School District.

The changes in our governance structure have provided a broader scope, depth and level of inclusiveness to how we operate our school as a whole. We represent our community and students with better comprehension. Particularly, with the addition of the appointed representative from our authorizing district, the level of mutual understanding and transparency for both Local Educational Agencies (LEA)s has increased significantly.

4.3 Member Selection

HCCS is governed by the Board of Directors pursuant to the adopted Bylaws, as may be subsequently amended from time to time, which shall be consistent with this charter. The process of selecting members of the Highlands Community Charter School Board of Directors is described in detail in the Bylaws of the organization. All Directors are designated by the existing Board of Directors. As outlined in the Bylaws, Board members serve a term of 3 years. The HCCS Governing Board of Directors will consist of at least three (3) members or up to as many as eleven (11) members. TRUSD may appoint a representative to sit on the Board of Directors. Should the District exercise this right, causing an even number of members, an

additional Board member would be designated by the Board. These additional appointed and designated Board members may expand the board past the general limit of 11 members.

Board member candidates may have experience in the following areas:

- K–12 Education
- Finance
- Information Technology
- Law
- Marketing
- Public Policy
- Facilities / Real Estate
- Social Services
- Human Resources
- Child Development
- Non Profit
- Parent / Community

Ideal candidates demonstrate an understanding of, alignment with, and endorsement of the charter and mission of HCCS, possess a willingness to dedicate themselves to ensuring the success of the Charter School, understand the Charter School as a direct-funded, independent charter school authorized by TRUSD, and are able to provide resources or expertise and experience in support of the Charter School and organization.

With retention of General Counsel to advise on conflict matters, along with training available to Board members, HCCS has, and will continue to be proactive to prevent any actual or potential conflicts of interest. HCCS will not enter into any consulting contracts or agreements that are deemed to be a real or potential violation of conflict of interest laws, and our General Counsel will ensure that all Board activities are conducted to prevent such conflicts of interest from arising.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Governance Procedures and Operations

4.4: Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda will include time for community input with regards to Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website for public viewing 72 hours in advance of any regularly scheduled meeting. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available by public request. Meetings are held at the principal office of HCCS or other locations within California designated by resolution of the HCCS Governing Board of Directors or in

the notice of the meeting. The Board meets on a regular basis (e.g., monthly during the school year and as appropriate at other times). Meetings are calendared annually.

4.5: Decision Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC") which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of all voting Board members constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- approval of certain transactions between corporations having common directorships,
- creation of and appointments to committees of the board, and
- indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Stakeholder Involvement

4.6: Stakeholder Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, we make every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback. We encourage students and staff to attend, speak, and present at Board meetings; we request that students and staff complete various surveys (e.g., English Learner Advisory Committee ("ELAC") surveys, student satisfaction surveys, exit surveys); we proactively reach out to students regularly to encourage them to meet with our counselors to continue discussing their goals and needs; and we are proudly responsive to the feedback we receive.

We encourage and teach our students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Our teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being. The birth of our mobile clothing closet, housing resource connections, and

ELD Navigators program are all examples of student influence on governance and fiduciary direction of the school.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during a variety of meetings and discussions schoolwide. Following these meetings, the Executive Director meets with the school leadership team to discuss the changes in the funding formula and how those funds could be used to best meet student needs, after which the Director of Curriculum and Instruction collaborates with the designated coordinator to draft a plan in accordance with State Priorities and local goals. Once decided, the Executive Director and the Director of Curriculum and Instruction meet with school faculty and present State Priorities and the school goals. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comment and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP for the 2019-2020 school year. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

Student consultations occur with regular frequency in order to promote student input. We consult students by way of student/teacher collaborations, student/counselor collaborations, email, conventional postal delivery services, phone communication, student surveys, and student participation in school activities. Teachers are consulted regularly through monthly professional development opportunities, instructional collaboration, mentor teaching, email, and staff surveys. Responses gleaned from the student and staff surveys help the Charter School make program modifications to better serve the students.

Other student engagement strategies that we employ include:

- Student education initiative featuring a variety of sessions on topics such as college admissions, financial aid, financial literacy, student rights, etc.
- Posting of Board meeting announcements in the Charter School's main office.
- Translation of student communication materials into Spanish, Russian, Farsi, and Arabic.
- Frequent opportunities for student involvement in Charter School activities.
- Volunteer opportunities on campus.

Additionally, we use our school website to keep our students informed of all upcoming activities, important calendar items, and Board meeting minutes. We promote student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to our website via our Instafeed of social media content.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals.

Element 5: Employee Qualifications

The qualifications to be met by individuals to be employed by the charter school. **(Ed. Code § 47605(c)(5)(E).)**

Overview

HCCS believes that all of its employees play a key role in creating a successful learning environment and will recruit professional, effective, and qualified personnel to serve in administrative, instructional, instructional support, and non-instructional support capacities. All employment is contingent upon successful Live Scan reporting through the Department of Justice and a background/reference check. Additionally, staff working with children or working at a campus site with children shall also maintain: First Aid/Cardiopulmonary Resuscitation ("CPR") Certification as part of our internal practice, and current tuberculosis ("TB") testing or risk assessment. HCCS maintains a drug, alcohol, and smoke-free workplace and campus, enforces all applicable laws and policies against harassment of protected classes, upholds requirements for mandated reporters, and provides appropriate due process for complaints, disputes or grievances involving or affecting staff members. Upon confirmation of employment, all HCCS staff shall complete orientation and training as applicable to their position that supports their willingness and ability to fulfill the responsibilities and duties of their position in accordance with the organization's policies and educational philosophy.

HCCS is independent from TRUSD and any District employees who choose to work at HCCS will resign their status as employees of TRUSD or other school districts and all of their rights and benefits thereof. No person employed by HCCS shall be deemed to be employees of TRUSD for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with TRUSD.

HCCS maintains an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before August 1 of each subsequent year, HCCS shall provide TRUSD with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to salary, health benefits, sick leave, vacation, and retirement benefits.

All employees will possess appropriate qualifications according to the HCCS adopted personnel policies and federal and state statutes applicable to charter schools.

Employee Positions and Qualifications

5.1 & 5.2: Employee Positions, Job Descriptions, and Minimum Qualifications

Executive Team

The executive team at Highlands Community Charter School plays a critical role in creating, improving, and maintaining a meaningful learning environment that promotes the academic progress of our students. Through high quality leadership, our executive team successfully develops, implements, and evaluates school systems and policies, including but not limited to finances, assessment, facilities, and accountability measures under the direction of the Board. Our HCCS executive team job descriptions and qualifications

are outlined below.

Executive Director
Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of HCCS and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of HCCS personnel, evaluation, promotion, termination or discipline of HCCS personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The HCCS Executive Director manages the day-to-day operations of HCCS by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by HCCS, interacts with HCCS accountants and attorneys, and performs other duties lawfully assigned by action of the Board. Our HCCS Executive Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a (4) four year degree and program administration and planning experience, preferably with experience in management as an executive officer.

Director of Curriculum and Instruction
The *Director of Curriculum and Instruction* provides leadership and focus for the development, coordination, implementation and evaluation of instructional quality and content of curriculum and instructional materials, technology infusion and professional development programs for Highlands Community Charter School. The Director of Curriculum and Instruction possesses, at a minimum, a bachelor's degree, preferably a master's degree, in a field related to Education, seven (7) years teaching experience in English Language Development, high school core classes or Career Technical Education ("CTE").

Chief Operating Officer
The *Chief Operating Officer* plans, organizes, monitors, coordinates and supervises a complex system of school operations, including but not limited to: staff evaluations, student engagement, school safety, employee performance, school climate, data analysis and impact on instruction, organizational alignment of curriculum per the Director of Curriculum and Instruction, budget development, professional development for classified employees, leadership training and community partnerships. The Chief Operating Officer provides leadership in promoting the educational objectives and values of collaborative planning, implementation of the decided curriculum per the Director of Curriculum and Instruction for classified employees, effective instructional practices and support programs and services, and directly supervises HCCS individual department leadership. The minimum qualifications for this position include any combination equivalent to a four-year degree in business, public administration or a related field, preferably with five years of increasing responsibility and experience in the administration of operational programs in education.

Executive Assistants
HCCS employs executive level support staff members who report directly to their respective Directors. *Executive Assistants* provide administrative support in one-on-one working relationships. The Executive Assistants serve as the primary point of contact for internal and external audiences on all matters pertaining to their Director. The Executive Assistants serve as liaisons to the Board of Directors and senior management and organize and coordinate administrative outreach and external relations efforts. HCCS Executive Assistants demonstrate a high degree of self-directedness, proactive attitudes, sound independent judgment, discretionary decision making, and professional accountability. HCCS Executive Assistants accommodate different work styles, demonstrate sound and consistent judgment, make timely decisions in relatively complex situations, and prioritize among multiple projects. At a minimum, HCCS Executive

Assistants have 3 or more years of experience working at a senior and/or administrative level. Possession of an AA/BA or equivalent experience is preferred.

Instructional Division

Highlands Community Charter School recognizes the immense importance of our instructional staff in achieving our mission and the goals set out in our Schoolwide Learning Objectives. Our teachers motivate students and support their achievements while fostering positive, trusting relationships to create a productive learning environment. Our instructional support staff ensure students and teachers are working together in a safe and supportive climate and encourage access to additional resources as necessary. As such, HCCS screens and hires highly qualified staff for our Instructional Division who, under the direction of the Director of Curriculum and Instruction, meet the minimum specified qualifications outlined below.

Administrators

Administrators play a key role in the delivery of quality instruction at Highlands Community Charter School. Our Administrators ensure that educational strategies are in place to support effective learning for all students. They serve as facilitators, guides, and supporters of quality instructional practices in addition to overseeing day-to-day operations and expeditiously making improvements as necessary.

Site Administrators

Highlands Community Charter School employs *Site Administrators* who serve as the operational leaders and administer the site(s), faithfully perform the duties for HCCS in accordance with Board Policies as may be assigned by the Board, and comply with all lawful Board directives, state and federal law, rules, and regulations as they exist or as they are adopted or amended. The HCCS Site Administrators hold bachelor's degrees or an equivalent combination of experience, training, and education with prior experience working in an academic leadership capacity.

Coordinators

Coordinators are an integral part of the academic team, supporting various elements of the instructional program, supervising instructional staff, effectively delivering curriculum through staff training, supporting the achievement of departmental goals, learning outcomes, and benchmarks. Academic coordinators at Highlands Community Charter School are innovative and responsive to student needs. HCCS coordinator position and qualifications follow.

Special Projects Coordinator

To best serve students through an offering of broad course offerings and programs, HCCS employs a *Special Projects Coordinator* to provide leadership and project management to key strategic initiatives in support of quality instruction. The Special Projects Coordinator directs and coordinates the planning, facilitation, and writing of the Local Control Accountability Plan as well as services, accountability, compliance, and other activities connected with targeted academic processes, programs, and projects. In addition, the Special Projects Coordinator reviews and ensures compliance mandates are met for the Workforce Innovation and Opportunity Act ("WIOA") as part of HCCS's ongoing Career and Technology Education programs development, oversees student monitoring, tracking data from internal or external measures to assist second language speakers with achieving reclassification, and understands current practices related to State associated compliance mandates (e.g., Local Control Accountability Plan, WIOA, Categorical programs, and English Language Learners), current requirements for students to achieve graduation eligibility, and matriculation practices related to student credit status agreements with local colleges. The Special Projects Coordinator implements professional learning methods for adult learning, possesses professional presentation skills with small or large group participants and has a proven track

record of working successfully with teachers, support staff, and students. The Special Projects Coordinator possesses prior knowledge relating to state mandates such as LCFF-LCAP, WIOA, CTE, is skilled in the use of data management systems, English learner certifications, and has the ability to meet deadlines as articulated by various compliance mandates (e.g., WASC, School Reauthorization, Reclassification).

Professional Learning Coordinator
In addition, supportive efforts include the hiring of a *Professional Learning Coordinator* whose chief responsibility is to coordinate the ELD Program, advise and act in an academic leadership capacity. The Professional Learning Coordinator possesses previous experience coordinating ELD Professional Development and the ability to work with sensitive and confidential information and maintain confidentiality. The HCCS Professional Development Coordinator communicates well with a diverse group of people on a daily basis. Minimum qualifications include 5 years teaching experience and the possession of a valid California teaching credential, the ability to work with sensitive and confidential information and maintain confidentiality and the ability to communicate with a diverse group of people on a daily basis.

Child Development Coordinator
As part of our Early Childhood Education program, our *Child Development Program Coordinator* plans, organizes, and coordinates the Child Development Associate ("CDA") program and the Play Care Program to comply with District, licensing, and other requirements including mandated legal and regulatory provisions; supervises staff assigned to the Center; prepares, recommends, and implements policies, procedures, and operations that pertain to the Child Development Program which includes the CDA credentialing and Play Care Program at all sites. At a minimum, the Child Development Program Coordinator possesses a master's degree from an accredited college/university, preferably in human development, child development, or early childhood education and/or bachelor's degree with a minimum of four (4) years' experience in a child care center environment with increasing supervisory responsibility. The Child Development Program Coordinator has possession of, or eligibility to obtain and retain, a Child Development Program Director Permit issued by the California Commission on Teacher Credentialing; experience in directing a licensed program and the corresponding management experience; and demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, ethnic, and disability backgrounds of high school students.

Academic Specialists
As part of ongoing and growing efforts to support our instructional team and in order to ensure students are receiving the highest quality instruction and support HCCS can provide, we employ specialists to support school instruction and operations. Each academic specialist candidate possesses the necessary education and professional experience related to their field of specialty to qualify them for the duties and responsibilities of the position. Our specialist positions and qualifications are as follows:

Credentialing and Program Development Specialist:

The Credentialing and Program Development Specialist coordinates and provides analytics, data management, event support, policy and procedure compliance, and technical services to programs such as professional development, curriculum and instruction, and/or sites with standalone, categorical, community-based, or other specially funded education programs that contribute to and encourage attendance and retention for targeted students or groups. The Credentialing and Program Development Specialist is a position that is part of research, data management, analytics, and event support to academic and administrative programs and services, as well as Human Resources. The Credentialing and Program Development Specialist applies program logistics and planning skills along with research, data compilation,

and statistical analysis knowledge to provide decision support to a range of programs and services such as those for enhanced learning, professional growth and development, and teacher support. The Credentialing and Program Development Specialist demonstrates success in working with a wide range of stakeholders such as educational oversight agencies, service providers, human resources, school administrators, board of governance, certificated, classified and leadership staff. The Credentialing and Program Development Specialist is responsible for assisting in the hire of new teachers and confirming/guaranteeing their eligibility to teach by providing credentialing analytics. The position requires a well-developed knowledge of school administrative services, programs for developing and retaining teachers, and services for retaining and engaging students, parents/families, and communities; computers, office productivity applications such as word processing, spreadsheets, and graphics, and specialized data management programs used in education; writing skills to prepare brochures, technical materials, and reports; and human relation skills to make formal presentations, facilitate group processes, and exercise sensitivity to diverse populations. The position requires working knowledge of program goals and objectives, procedures and regulations, the roll of cultural, social, and related activities in student engagement, community demographics; the professional development programs that enhance teaching; and math skills sufficient to read and analyze financial statements. The position requires the ability to carry out all aspects of the job; convert program goals into action plans; evaluate program outcomes; to plan, prioritize, and assign work in order to meet yearly schedules and timelines; facilitate meetings and processes involving diverse groups; maintain confidentiality of private and sensitive information; and secure funding, secure local interagency partnerships, and accomplish goals within financial limitations, maintain productive and cooperative working relationships with others as well as a bachelor's degree or equivalent combination of experience, training, and education with prior experience working in a school setting.

Reclassification Specialist
The *Reclassification Specialist* performs a variety of complex clerical and statistical record keeping duties related to the enrollment, transition, graduation or withdrawal of students including those in special programs, according to established policies and procedures. This individual receives, sets up, and evaluates records, updates files with class credits and grades as needed, evaluates records for compliance with graduation requirements, and maintains and archives academic records. The Reclassification Specialist possesses a high school diploma and college-level coursework in business practices, or equivalent, and three years of progressive experience providing administrative support in records, attendance, and data entry of student information. Additional higher education may substitute for some experience.

Reading Specialist
The *Reading Specialist* works with students who are identified by the Director of Curriculum and Instruction or designee and who have a written 504 plan. The HCCS Reading Specialist provides direct services to these individuals on a one-to-one or group basis. Instruction occurs in an appropriate educational setting and may include the general education classroom. The Reading Specialist, with other Academic Leadership team members, defines specific goals and objectives in the written 504 plan and participates in the annual review, triennial review and any special review of the students' progress. The minimum qualifications that the Reading Specialist possesses are three (3) or more years of teaching experience, including both regular and special education, and a valid and clear teaching credential in either Multi/Single Subjects or Adult Education.

Counseling Team
Our school counselors and other counseling support staff are vital members of the HCCS educational team. We employ counselors to assist each and every student in a multitude of areas including academic achievement, career readiness, and social/emotional health, safety, and development, ensuring our students become productive, well-adjusted participants in the community. Outlined below are the positions and

qualifications of our counselors and counseling support staff.

Lead Counselor
The *Lead Counselor* at Highlands Community Charter School manages the Counseling Services Program. This individual provides academic counselor evaluations and program administration while cooperating with the administrative staff in planning curricular programs to meet the needs of students. The HCCS Lead Counselor prepares publications as required and conducts evaluative studies of the school programs and their effectiveness in achieving student learning outcomes. At a minimum, our Lead Counselor possesses a bachelor's degree, and prior job related experience, preferably with progressively responsible management experience.

ELD Counselor
The *ELD Counselor* oversees advising and/or academic program for the English Language Development Program. The minimum qualifications met by the HCCS ELD Counselor are equivalent to a master's degree and experience in counseling, successful experience working in schools as an outside agent, demonstrated experience in developing and managing complex schedules and using effective interpersonal communication skills.

Counselors
HCCS *Counselors* provide counseling and guidance services to students. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. HCCS Counselors refer students to other community resources, support groups and social service agencies as appropriate. At a minimum, HCCS Counselors possess a bachelor's degree with a major in School Counseling and two (2) years of experience as a high school counselor.

ELD Navigators
HCCS employs *ELD Navigators* under the direct supervision of the ELD Counselor or designee. The ELD Navigators work with English language learners to deliver assistance in the students' native languages whenever possible while connecting to community and school resources and services. The ELD Navigators provide a means for clear communication for students to receive information regarding school activities, procedures, programs, career technical guidance and services available. At a minimum, ELD Navigators possess a bachelor's degree or an equivalent combination of experience, training, and education with prior experience working in a school setting. HCCS ELD Navigators are bilingual or even multilingual, preferably in Spanish, Farsi, or Slavic dialects.

Teaching Team (Instructional)

At HCCS we know that teachers are the direct line for ensuring that our students are able to achieve the goals set forth in our mission and schoolwide learner outcomes. Therefore, we screen and hire only qualified teachers. Teachers are responsible for facilitating a learning environment supportive of California state educational standards and HCCS philosophy. Teachers hold a minimum of a bachelor's degree from a degree granting institution and valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Accordingly, HCCS teachers have:

1. A bachelor's degree from a degree granting college or university,
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or an appropriate Adult Education or other Designated Subjects credentials, and Demonstrated subject matter competence.

California Education Code 44253.3 requires all teachers with a Multi or Single Subject credential serving English Language Learner (ELL) students hold appropriate authorization: CLAD/CTEL/SB 395/AB 2913.

While not all HCCS teachers who have Multi and Single Subject credentials instruct ELL students, as a part of HCCS' ongoing commitment to excellence, HCCS strives to prepare every certificated staff member to serve ELL/ELD students by properly equipping teachers with the tools and training needed to serve this high demographic of HCCS students. This commitment and opportunity for professional development is provided both to those holding CLAD certifications through their Multi and Single Subject credentials as well as those who are not required to possess it, such as those with CTE or Designated Subjects credentials. Upon employment, all HCCS certificated staff are offered ELD training and ongoing professional development throughout the year by working with ELD academic leaders and mentors to improve test scores, develop teaching instruction, and identify areas of strengths and weaknesses in student learning. HCCS encourages all certificated staff to complete, update and maintain their ELL authorizations through ongoing education and training, both at the university level and through HCCS professional development.

HCCS key administrative staff will have training to assure understanding in determining the fulfillment of applicable ESEA/ESSA requirements. HCCS teacher credentials are reviewed by the Director of Curriculum and Instruction, the Credentialing Specialist and the Human Resources Generalist annually and on an ongoing basis as needed. These documents shall be maintained on file at HCCS headquarters and shall be subject to periodic inspection by TRUSD.

TRUSD reserves the right to review HCCS hiring decisions to ensure compliance with applicable federal and State mandates regarding qualified teachers and to determine whether a teacher is deemed to be appropriately credentialed for their certificated assignment. No later than September 1 of each year, HCCS will provide TRUSD proof of employment of appropriately credentialed, full-time equivalent teachers at HCCS for that school year consistent with the qualification requirements.

As a diverse community for social justice serving a diverse population of the formerly unserved, our teachers are specialists in the type of classroom instruction they provide. Our teachers come from a multitude of professional backgrounds in education which ensures that our students are receiving the greatest support available to them. HCCS strives to ensure that all students are provided highly qualified teachers, providing high caliber instruction to meet our learners' needs. Following are job descriptions for the various teaching positions we currently offer, including any additionally required and/or desired qualifications.

Lead Teachers
HCCS *Lead Teachers* provide instructional leadership and serve as a support for teachers and students, in order that they may assist in the building of positive, productive school environments. HCCS Lead teachers are professionals who have excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and students and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school. HCCS Lead Teachers possess valid California teaching credential, three (3) years of successful teaching experience, and a recommendation from an HCCS Administrator.

Site Leads
Site Leads oversee the programs, operations, and personnel for an assigned school, assure safe and positive learning environments for the students and staff, and report to the Director of Curriculum and Instruction regarding site and personnel status. The minimum qualifications our Site Leads meet are five years teaching experience and a valid California teaching credential.

Academic Teachers

HCCS *Academic Teachers* will instruct in one or more core academic subject area(s) and provide related services to adult students. Our teachers must have a strong desire to work with adult students to help them achieve their academic, personal, and professional goals. HCCS Academic teachers use engagement strategies, standards-based lesson plans and curriculum planning with a team. Our teachers participate in site and professional association meetings, develop and implement lessons, keep accurate records and grades, and attend a majority of after-school meetings/events.

English Language Development (ELD) Teachers Our *English Language Development (ELD) Teachers* create lesson plans to teach non-native speakers to read, write, speak and understand English. They help students learn English grammar, pronunciation and conversational skills. ELD Teachers are expected to improve the reading, writing, listening and speaking skills of the increasing population of global newcomers to HCCS. ELD Teachers plan, implement, monitor, and assess a classroom instructional program. Our ELD teachers possess a Bachelor's degree from an accredited institution, possess or qualify for an Adult Education Elementary and Secondary Basic Skills teaching credential, a Multiple Subject credential, or any Single Subject credential, and have a certification for teaching English Learners (TESOL, TEFL, etc.) and/or a degree (or minor) in teaching English and/or English as a Second Language. ELD teachers at HCCS have taught English as a Second Language for at least 3 years and have the ability to communicate with a diverse group of people on a daily basis.

Career and Technical Education Teachers
The *CTE Teachers: Heavy Truck and Bus* instruct and provide related services to adult students attending the HCCS Heavy-Duty Truck Driving, Bus, and OSHA Forklift program. The HCCS CTE Teachers have, at a minimum, current Class A and Class B driver's licenses, three years of driving experience as a Class "A" Driver, and an appropriate California teaching credential to teach adults the designated trade, technical, or vocational subject assigned to them, which may include but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential.

Early Childhood Education (ECE) Teachers
HCCS *Early Childhood Education (ECE) teachers* perform instructional duties as members of a co-teaching team in a preschool/school age children setting under the direction and supervision if the Child Development Coordinator. ECE teachers collaborate in curriculum, planning, and implementation of related activities. Their work is performed in collaboration with ECE Paraeducators. At a minimum, ECE teachers hold a high school diploma and a current Child Development Teacher Permit from State of California. ECE teachers possess at least one (1) year experience in working with preschool aged children, formal training in basic first-aid and CPR with a Pediatric Certification, a TB clearance certificate within the last year, state mandated-reporting certificate, and all required immunizations by the State of California.

Paraeducators
HCCS recognizes the value of trained paraprofessional staff (teacher assistant/cultural assistant) in the classroom to aid the teacher in the instruction of students. In response to HCCS' desire to meet the same qualifications as other quality schools, HCCS chooses to adopt the ESEA/ESSA, formerly NCLB, Highly Qualified Paraprofessional provisions as part of the minimum qualifications of this position. HCCS *Paraeducators* assist certificated teacher(s) in the instruction of students placed in regular programs, monitor and report student progress in areas of behavior and performance, and perform clerical and instructional support duties. HCCS Paraeducators have highly proficient oral and written use of the English language.

Early Childhood Education (ECE) Paraeducators
ECE Paraeducators perform instructional duties as members of a co-teach team and collaborate in

curriculum, planning, and implementation of related activities. Our ECE Paraeducators work in collaboration and under the general direction of an ECE teacher. All of our paraeducators have a high school diploma, a current Child Development Associate (CDA) or Child Development Associate Credential or a credential approved by the Department of Children and Family Services or State of California Teacher Credentialing as being equivalent to or greater than the Child Development Associate Credential (CDAE), and one (1) year of experience in working with preschool or elementary school-aged children. Additionally, ECE Paraeducators must possess and renew the following prior to expiration and maintain active as a condition of employment:

- A state-awarded associate teacher permit or higher
- TB clearance certificate
- Pediatric CPR and First Aid certificate
- Mandated Reporter certificate

Assessment Team

Assessment is a powerful learning tool that supports student learning, informs teaching practices, and improves the quality of education. As such, we employ a team of test proctors to help enhance learning and education by providing accountability measures during test taking and ensuring academic integrity.

Highlands Community Charter School employs *Lead Proctors* who provide leadership and serve as a support for Test Proctors and students, in order that they may assist in the building of positive, productive school environments. Our Lead Proctors possess a minimum of two (2) years of experience as a proctor, knowledge of CASAS policies, WIOA II Grant, and testing protocol, proficiency in Excel, Word, and TOPS Database, and excellent customer service and ability to pivot.

Test Proctors

HCCS Test Proctors administer assessments and exams, including the CASAS (Comprehensive Adult Student Assessment System). This is done at multiple sites, often requiring transporting laptop computers as part of our mobile testing center. To minimally qualify, our Test Proctors must possess a high school diploma, computer literacy including basic word processing, spreadsheet, and database skills, the vigilance necessary to prevent cheating, the ability to administer testing rules, and the ability to communicate with a diverse group of people on a daily basis. Preferably, ideal candidates possess an associate degree, have test proctoring or similar experience, and are bilingual in both English and one or more of the following languages: Spanish, Russian, Farsi or Arabic. All testing proctors are trained in CASAS with the result being a certificate of training completion. They are provided professional development and attend a 2-4 week shadow internship. They are also required to attend an annual CASAS conference further allowing them to develop professional competence using CASAS.

Academic Support Team

The Highlands Community Charter School academic support team is essential for the support they offer to our staff, ensuring that our academic operations run efficiently. Our academic support team helps to maximize student success and achievement by enabling all instructional teams to work effectively in delivering schoolwide goals.

Data Analyst and Compliance Officer

The *Data Analyst and Compliance Officer* learns and applies clearly defined program and research design procedures, conducts surveys, designs data structures, analyzes statistical information and coordinates the preparation of data driven reports. The Data Analyst and Compliance Officer's expanded knowledge of research procedures creates the ability to design and coordinate program steps to meet standards and outcomes, as well as perform difficult academic assessments using statistical inferences and research

literature prepared by others. At a minimum, the Data Analyst and Compliance Officer has strong and polished interpersonal, written and oral communication skills, is a creative, strategic and analytical thinker with the ability to manage multiple projects, is experienced in developing and managing budgets, hiring, and training, supervising and assessing personnel, is highly organized and able to work well with others, has knowledge of Microsoft Office and Windows based computer application and database management, has previous supervisory experience, and is able to work with a variety of populations, including adults who are in recovery, adults transitioning out of homelessness, and persons in need of our unique academic offerings. Ideally this individual has experience interacting with school boards and community-based organizations.

Registrar
The *Registrar* is responsible for maintaining student records, processing student enrollment, transfers, and withdrawals for the campus. The HCCS Registrar has a high school diploma and 2 years' experience as a Registrar or Office Assistant.

Site Secretary
The *Site Secretary* performs a variety of complex technical and secretarial duties, coordinates the work flow of the school office, provides information and assistance to students, faculty, administrators, staff, and school visitors, and performs public relations and communication services as assigned. At a minimum, the Site secretary is required to have two (2) years secretarial and/or clerical experience, one year of secretarial and/or clerical experience within an educational organization, and an associate degree or higher from an accredited college or university.

Operational Division

The Operational Division at Highlands Community Charter School is fundamental in ensuring that we are able to continuously improve and strategically manage the environment in which effective teaching and learning takes place. Our Operational Division provides support and mobilizes resources schoolwide to ensure efficient planning, application and optimum use of school resources. The HCCS Operations Division provides hands-on support with all aspects of school operations, giving all of HCCS the confidence to move forward with our vision and mission. As such, HCCS screens and hires highly qualified staff for our Operational Division who, under the direction of the Chief Operations Officer, meet the minimum specified qualifications outlined below.

Directors
At Highlands Community Charter School, we understand the vital contributions our Operational Directors make through the leadership they provide. Our Operational Directors exercise this leadership by tirelessly striving to reach our long-term vision of eradicating educational inequality and promoting student achievement through planning, policy setting, advocacy, and monitoring performance to effectively hold HCCS staff accountable to achieving the goals set in our mission so that each and every student succeeds.

Director of Marketing and Communications
The *Director of Marketing and Communications* is responsible for the overall public communications of HCCS. This includes, but is not limited to, planning, directing, and coordinating the internal and external communications to and from the governing board of directors, and with the public, administration, faculty, and staff. Our Director of Marketing and Communications possesses, at a minimum, any combination equivalent to graduation from a 4-year accredited college with specialization in journalism, English or public relations plus experience in public relations management, public information, public affairs or similar occupations. In this position, the Director of Marketing and Communications has progressively responsible experience, preferably in a supervisory or administrative capacity, conducting complex

research and/or media analysis in a major media market with prior on-camera media experience preferred.

Supervisors
Our Supervisors play a key role in helping us reach our mission by setting goals for performance, allocating work, monitoring productivity and compliance, providing leadership, building teamwork, and ensuring workforce involvement.

General Services Supervisor
At HCCS our *General Services Supervisor* plans, organizes, directs, administers, reviews, and evaluates schoolwide facilities, maintenance, operations, and purchasing. This position must also supervise warehouse programs and services encompassing facilities planning, construction and maintenance, hazardous materials management, safety management, property management, architectural services, custodial, grounds maintenance, purchasing/warehouse, and general operational services. In this position, the General Services Supervisor exercises independent authority within the scope of responsibilities. This scope includes supervising appropriate staff working in facilities, maintenance, operations, and purchasing/warehouse. The General Services Supervisor acts as a liaison with other HCCS department directors and various city, county, state, and federal agencies in relation to the facilities, maintenance, operations, and purchasing/warehouse activities at HCCS. The qualifications of our General Services Supervisor include an understanding of principles, methods, and practices of school planning, organization, and direction of custodial operations and facilities planning as well as maintenance and purchasing/warehouse service. In this position they are also qualified to complete budget preparation and control, policies, practices, and procedures pertaining to the maintenance, repair, and operation of building complexes. Knowledge of applicable health and safety regulations, equipment, materials, and supplies used in educational settings are also critical. Additionally, the General Services Supervisor is involved with contract management and administration, both oral and written communication, principles and practices of administration, supervision, training, interpersonal skills, patience, and courtesy. Minimum qualifications include experience with computers and assigned software, environmental, health, and safety knowledge, and knowledge related to the regulation of employees, buildings, and property, technical knowledge, preventive maintenance, materials, equipment, and procedures used in various building construction trades and custodial and grounds service operations.

Independent Studies ("IS") Supervisor
The Highlands Community Charter School *Independent Studies Supervisor* is responsible for all programs that are aligned to an Independent Studies instructional model, including program compliance including attendance, CALPADS reporting, instructional assignment, charter petition, and charter renewal. WASC accreditation, campus/facility management, and fiscal compliance are all conditions to successfully fulfilling the job. The IS Supervisor has the ability to coordinate and manage the Independent Studies program. This is a classified administrative position that supervises the program on a variety of HCCS campuses and is part of HCCS's high school diploma program. The HCCS Independent Studies Supervisor should possess a BS or BA degree from a recognized college institution in Liberal Studies, Business Administration, or a degree of a similar nature that is in alignment to the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability are essential. The Independent Studies Supervisor must have a thorough knowledge of school SIS (Student Identification Systems, i.e. Powerschool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. In this position it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regards to communication, record keeping, staff presentations, fiscal accountability, or stated mandated compliance associated with Independent Studies. The IS Supervisor must possess the ability to prepare and lead presentations with staff,

administration, community stakeholders, and the Board of Trustees for HCCS as well as a thorough understanding of the compliance regulations governing Independent Studies as a recognized educational alternative. It is also essential for this position to have a thorough knowledge of CALPADS and its use for Independent Study tracking, including student demographics, course completions, and student status toward diploma success. The IS Supervisor can communicate effectively and clearly both orally and in writing with a diverse staff and student population, has a proven track record of leadership practices associated to classified and certificated staff, understands and is prepared to produce all documentation necessary to perform and complete annual audit requirements associated with Independent Study.

Business Services Supervisor
The *Business Services Supervisor* is responsible for all areas relating to accounting, developing and maintaining accounting principles, practices, and procedures to ensure accurate and timely financial statements. Our Business Services Supervisor performs a variety of accounting duties in the processing of payroll, accounts payable, accounts receivable, and purchasing and is qualified through a strong understanding of accounting theory and generally accepted accounting principles. The Business Services Supervisor has a proven work ethic and possesses a can-do attitude and ability to meet assigned deadlines. This person is proficient in Microsoft Excel, Microsoft Office, email systems, and has the ability to communicate with a diverse group of people on a daily basis. Preferable qualifications include 6-8 years accounting/finance experience, specifically within a public or school district setting.

Career Services Supervisor
Our *Career Services Supervisor* assists all students and alumni in the development of career technical education, career identification, job search, and employment opportunities. In addition, the HCCS Career Services Supervisor continually works to expand the scope of services through the implementation of data-driven workshops and the utilization of various internal and external resources. The Career Services Supervisor also aims to accomplish organizational objectives by managing staff and seeking professional development. Our Career Services Supervisor is qualified through experience in planning, organizing, monitoring, implementing, and supporting career services, work experience, and supplementary instruction programs. The Career Services Supervisor also supervises the performance of assigned personnel and communicates effectively both orally and in writing, interpreting, applying, explaining rules, regulations, policies, and procedures. This person is responsible for establishing and maintaining cooperative and effective working relationships, analyzing situations accurately and adopting effective course of actions, meeting schedules and timelines, working independently with little direction, preparing comprehensive narrative and statistical reports, directing the maintenance of a variety of reports and files related to assigned activities, and maintaining consistent, punctual and regular attendance.

Administrative/Office Assistants Supervisor
HCCS employs an *Administrative/Office Assistants Supervisor* who plans, organizes and supervises the activities of assigned administrative and office assistants sections within the established office and school sites as directed. The Administrative/Office Assistants Supervisor is responsible for the maintenance of records, reports, and student filing procedures and analyzes assigned projects. The Administrative Supervisor supervises, reviews, and assigns project functions to administrative staff. At a minimum, the Administrative Office Assistants Supervisor possesses an associate degree or equivalent combination of experience, training, and education with prior experience. Experience working in a school setting preferred, and is bilingual, preferably in one or more of the following languages: Spanish, Farsi, or Slavic dialects.

Managers
Managers at HCCS contribute to the achievement of our mission by arranging various factors of the organization. Managers effectively allocate and integrate resources while motivating HCCS staff in their

departments. They also negotiate for resources and other support, providing the assurance that staff and students at Highlands Community Charter School are able to achieve the goals set out in our mission and schoolwide learner outcomes.

Facilities Manager
The *Facilities Manager* coordinates, schedules, and monitors use of school facilities for academic and/or nonacademic events organized by HCCS and the community. The Facilities Manager also performs a variety of logistics support duties such as arranging for space, energy and lighting, staffing and security, food services, and clean-up. The Facilities Manager also prepares specialized records, contracts, and reports for facility use and coordinates with partnering schools to assist in classroom and teacher needs facilitation, and provides a variety of logistics, contracting, and support to scheduling offering school site campuses facilities for use. The position requires a high school diploma or equivalent plus four years of progressively responsible experience in an event or facilities planning environment, an Associate's degree in business, program administration, or equivalent is preferred and may substitute for some experience

IT Manager
Our *IT Manager* maintains and expands our computer networks, manages the WAN, LAN, SAN and EDI computer platforms, while looking for ways to grow our networks in a cost-effective way to meet future needs. The IT Manager is responsible for developing network maintenance and growth plans, creating annual and project budgets, managing the IT staff, and keeping the executive team up to date on the latest networking technologies that could help the Highlands Community Charter School to succeed. At a minimum, the IT Manager possesses a bachelor's degree in Computer Science or related field and 5+ years of experience in information technology management

Operational Specialists
As part of our ongoing and growing efforts to support our operational team and in order to ensure students are receiving the highest quality instruction and support HCCS can provide, we employ specialists to support school instruction and operations. Each operational specialist candidate possesses the necessary education and professional experience related to their field of specialty to qualify them for the duties and responsibilities of the position. Our specialist positions and qualifications are as follows:

Transition Specialists
Transition Specialists at Highlands Community Charter School provide transition and employment services to students and qualified California State and Sacramento County ex-offenders; assist participants with enrollment, making appointments, telephone calls, writing letters and filing forms; and provide individual job development, placement assistance, job coaching, follow-along, and follow-up services. Our Transition Specialists are qualified with one (1) year of experience in career advising and/or job development or closely related field is required, an associate degree or higher from an accredited college or university, evidence of the ability to type 30 wpm, preferably with experience working with students and/or adults with special needs.

Data Specialist
The *Data Specialist* will be responsible for maintenance of data throughout the systems used by Highlands Community Charter School. The Data Specialist will work with employees, partner organizations, and The California Department of Education (CDE) to ensure proper usage and implementation of data systems used by HCCS. The Data Specialist will be the primary point of contact for all data-related matters for HCCS, including but not limited to audits, CALPADS, and Principle Apportionments. This job requires someone who possesses high attention to detail, good judgment, efficient execution, is highly reliable, and has the ability to quickly learn and implement new technology. The minimum qualifications for this position

are an understanding of how to manage a database, proven ability to develop scripts and software, strong problem solving skills, and effective communication skills.

Maintenance Specialist
The *Maintenance Specialist* performs inspections, maintenance, and repairs to ensure that all students, staff, and the community are provided a safe, attractive, clean, and healthy environment for learning and work. The Maintenance Specialist minimum requirements include a high school diploma and certificates pertaining to the trade; holds a license for the type of equipment to be driven, with no serious violations, demonstrates knowledge, a minimum of three years of experience, and proficiency in several areas of maintenance (e.g., plumbing, painting, carpentry, masonry/concrete/tile, window glazing, electrical, mechanical, HVAC systems, roof repair, plastering/spackling, field/playground maintenance, furniture repair, and small engine repair); has excellent integrity and demonstrates good moral character and initiative; exhibits a personality that demonstrates interpersonal skills to relate well with students, staff, administration, and the community; and demonstrates the ability to communicate effectively in English, using proper grammar and vocabulary.

Social Media Specialist
The *Social Media Specialist* position performs professional-level marketing/public relations/social media duties that align with HCCS goals and objectives for student achievement. The Social Media Specialist also actively participates in the creation, design, and production of HCCS publications and manages and develops content for our website and social media. Our Social Media Specialist is a self-starter who thrives in a fast-paced team, has strong organizational skills and enjoys problem solving. Ideally, the Social Media Specialist has a bachelor's degree from an accredited college or university in a field related to marketing, advertising, public relations or communications, five (5) years of experience performing communications/marketing/public relations at the professional level, and has experience in a diverse public education setting. The Social Media Specialist is preferably bilingual in English and 1 other language.

Generalists
HCCS employs ‘Generalists’ who have a diversity of skills and abilities in which they excel and whose knowledge is dispersed over a wide range of subjects. We recognize the value of members of our team being able to see deeper inside this interconnectedness of instruction, operations, and students services and find solutions that help us reach our mission.

Human Resources Generalist
The *Human Resources Generalist* assists managers and supervisors with the interpretation and routine application of District policies, procedures, and appropriate Memorandum of Understanding pertaining to Human Resources. Our Human Resources Generalist responds to requests for documentation related to human resources and risk management activities; assists employees and departments with the interpretation of personnel related procedures; works with hiring authorities to perform all aspects of the recruitment and hiring process including developing and posting jobs; job announcements, reviews and screens applications; and develops and administers appropriate selection tools while maintaining eligibility lists and fingerprinting. We require that our Human Resources Generalist possesses the equivalent to an Associate's degree in Human Resource Management, Business Administration, Labor Relations or Organizational Leadership and two (2) years increasingly responsible experience performing human resource functions, payroll, or other administrative clerical, financial and/ or statistical record keeping that can be directly related to the essential duties and responsibilities of the classification of Human Resources Specialist. A Bachelor's degree in Human Resource Management, Labor Relations or Organizational Leadership may substitute for the experience requirement. A Bachelor's Degree in one of the relevant fields or a specialized certificate in Labor Relations or Human Resource Management is desirable.

Purchasing Generalist
HCCS employs a *Purchasing Generalist* who has experience with accounts payable, purchasing, general accounting principles, and travel reimbursement processing. Our Purchasing Generalist has excellent organizational and analytical skills to assume general assignments and independently follow through to successful completion; strong interpersonal and oral communication skills to effectively and professionally communicate in person and on the telephone, and give directions to a diverse group of people including faculty, staff, and students; excellent communication skills (oral, written, and interpersonal) to effectively interpret instructions and interact with a wide variety of people in a helpful, effective, and informative manner using tact and diplomacy. The HCCS Purchasing Generalist has demonstrated skills to interpret policies, procedures and requirements and apply to processes and procedures related to research, teaching, the department, school and university; elicit information needed to clarify inquiries and requests; demonstrated computer skills utilizing Microsoft Word, Excel, PowerPoint, Outlook, and Adobe Acrobat, and excellent mathematical skills to accurately complete assigned budgetary, accounting and purchasing tasks bookkeeping, and controlled documents. It is the responsibility of the Purchasing Generalist to track all orders & receipt of goods and work with vendors to resolve any issues or returns, monitor all purchase orders, maintain and use a purchasing card in compliance with HCCS policies and procedures, keep an accurate log, reconcile monthly statements, keep an inventory of goods and distribute goods as requested/needed, provide timely turn-around on all requisitions and purchase orders throughout school, maintain procurement documents in a retrievable manner, maintain useful and up-to-date information relative to the procurement area that may affect centralization or good business practices, confirm that all submitted documentation is accurate and complete, review site policies, operation procedures, work instructions and forms for format consistency, and review documents and written external communication for format, consistency, and compliance with existing procedures. The minimum qualifications for this position include, any equivalent combination of training and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of HCCS, equivalent to an Associate's degree, Trade or Technical School, two (2) years of experience in the purchase of specialized operations of equipment, technical services, or equivalent combination of education and experience, competent with MS excel based and other purchasing systems, and knowledge and skills equivalent to completion of two years of college.

Liaisons
Liaisons at HCCS are an integral part of the positive connections and partnerships we make in the community. HCCS Liaisons aid our communication with the community, prospective partners, former students, and the like to ensure our students, past and present, are connected to what they need.

Community Development Liaisons
Community Development Liaisons at HCCS develop and maintain partnership arrangements with private, public, and voluntary sectors and the local communities to meet the service needs and operations of HCCS. The Community Development Liaisons work consistently to ensure continuous local development and that all associated processes are accurate, professional, and consistent at all times. Community Development Liaisons contribute to the overall success of HCCS in accordance with our schoolwide learning outcomes, mission, and vision by providing seamless service to clients. Our Community Development Liaisons qualify through work experience in a multicultural environment. They have excellent customer skills with meticulous attention to detail, proven ability to prioritize and work on their own initiative whilst respecting boundaries, excellent networking, and promotional skills, good IT skills, particularly MS Office. Community Development Liaisons have the ability to communicate with a diverse group of people on a daily basis, preferably with experience in community development.

Student Engagement Liaison
The *Student Engagement Liaison* works with students to promote and enhance attendance. The purpose is to determine the cause of student absences and to provide assistance to students to enhance school attendance. The Student Engagement Liaison must have an associate degree or equivalent combination of experience, training, and education with prior experience working in a school setting and be bilingual in a language other than English, preferably in *Spanish, Farsi, Slavic* dialects.

Administrative Support Team
The administrative support team at HCCS is essential in supporting the daily operations of all HCCS sites. With the support of members of this team, staff in all divisions are better able to serve our students and our mission.

Data Technician
The *Data Technician* assists the Data Specialist in maintaining data throughout the systems used by HCCS. The Data Technician provides technical assistance and prepares complex reports and information for the use by HCCS personnel, partner organizations, and the California Department of Education. Data Technicians are highly reliable and have high attention to detail, good judgment, efficient execution, and the ability to learn quickly and implement new technology. At a minimum, Data Technicians should have a high school diploma and an associate/bachelor's degree in an analytical field or at least 2+ years of experience with data systems and/or Student Information Systems, including experience with CALPADS.

Information Technology Technicians
The *Information Technology Technicians* install, configure, update, maintain, and repair computer and microcomputer workstations, network peripherals, and communication systems as well as instruct and coordinate with personnel and perform related and non-related work as required. The position requires a minimum of 2 years recent experience in the computer/technology equipment maintenance field. An Associate's degree in computer science or related technical field is highly desirable.

Custodians
HCCS *Custodians* perform custodial cleaning and replenishment of dispensers for school sites, multi-use, offices, surrounding grounds, and related facilities. In addition to demonstrating the competencies and abilities required of the position, Custodians must work cooperatively and productively with the staff, students, and facility users. Our Custodians are required to have a basic knowledge of the methods, materials, tools, and equipment used in custodial and facility care and cleaning. They should also understand work hazards and safe work techniques, including lifting procedures, chemical reactions and proper safety precautions for use of cleaning substances, and building repairs. Custodians need sufficient reading and writing abilities to read work instructions and document work activity onto standardized forms and sufficient human relations skill to exercise courtesy when dealing with others.

Administrative Assistant II
Administrative Assistant II staff perform highly technical and complex tasks, facilitate and expedite work, and perform other related duties as required. Administrative Assistant II staff serve as assistants to management with responsibility over a division. All of their duties and responsibilities require a high level of initiative and independent decision-making. At a minimum, Administrative Assistant II staff possess four years of increasingly responsible full-time experience at a level comparable to a school secretary or higher is required or two years as an Administrative Assistant I in a School District and the ability to communicate with a diverse group of people on a daily basis.

Administrative Assistant I

Administrative Assistant I serve as assistants to school administrators and perform complex and highly specialized secretarial and administrative support duties; relieve executive staff of clerical and administrative details; plan, organize, and coordinate office activities, provide administrative details and communication. Administrative Assistant I have experience in the operations, principles, practices, procedures, rules, and methods of the district and assigned office or division, the operation of a computer and assigned software, modern office methods and equipment, computers and application software, accurate record-keeping techniques, correct English usage, grammar, spelling, punctuation and vocabulary, using receptionist and telephone techniques, district organization, operations, policies and objectives, interpret and apply legal mandates, policies, rules and regulations, and operational procedures pertaining to school operation. Administrative Assistant I are able to effectively and efficiently operate computer terminals and computers and utilize application software, compose correspondence independently, establish and maintain comprehensive and accurate files and records and prepare concise and complete reports as required, type 50 words per minute, make mathematical calculations with speed and accuracy, understand and carry out oral and written directions, communicate both orally and in writing in a clear and concise manner, apply policies and procedures related to the assigned duties and responsibilities of the position, establish and maintain cooperative and effective working relationships, and work with discretion and in confidence with student and staff information.

Office Assistants

Office Assistants perform varied secretarial and clerical work functions in support of daily operations. Qualifications include the ability to learn and apply policies, regulations and operational procedures, effectively and efficiently operate computers, utilize application software, establish and maintain comprehensive and accurate files and records, prepare concise and complete reports as required, type 40 words per minute, make mathematical calculations with speed and accuracy, understand and carry out oral and written directions, communicate both orally and in writing in a clear and concise manner, apply policies and procedures related to the assigned duties and responsibilities of the position, establish and maintain cooperative and effective working relationships, work independently with little direction, meet schedules and timelines, compose documents and correspondence, use appropriate spelling, grammar, and punctuation. Office Assistants must also perform correspondence and report writing, use automated record management and filing systems, and telephone techniques. Office Assistants are familiar with modern office practices and procedures including methods and equipment, computers, assigned software, district organization, operations, policies and objectives.

Element 6: Health and Safety Procedures

The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. **(Ed. Code § 47605(c)(5)(F).)**

6.1: Custodian of Records

HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

6.2: Promoting Student Health and Wellness

HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

Health, Wellness, and Nutrition

HCCS' Health curriculum reflects the California Health Education Content Standards and teaches students about a fit and healthy lifestyle. Because of the diverse cultural backgrounds we serve, it is essential that we put great effort into health education in our classrooms to address the varying and culturally unique health education needs of each student. Many of our students need help navigating and utilizing community resources available to them to access basic health knowledge for developing a healthy lifestyle. Our teachers proudly emphasize health education for our students while our Student Support Services staff continually evaluate and address the needs of our students.

Social and Emotional Support and Guidance

Teachers, counselors, and all other staff who interact with students listen, support, empathize, and guide students towards healthy social and emotional development. Being open-minded, trustworthy, and respectful of our students is imperative to the social and emotional well-being. HCCS also makes every effort possible to identify students in need of mental health services and to make community resource connections with community mental health organizations to offer additional support and services.

Academic, College, and Career Counseling

Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). ELD students also meet with ELD Navigators in groups and individually to discuss general academic topics such as graduation requirements and promotion goals. Counselors offer college and career counseling through individual and group sessions.

Community Partners, Resources, and Referrals

We partner with a variety of community agencies to assist us in meeting our students' and families' varying needs from housing, financial, legal, and immigration services to medical and dental clinics. Our partners include International Refugee Committee ("IRC"), Asian Resources, Inc. ("ARI"), Lao Family Community Development, Greater Sacramento Urban League, La Familia Counseling Center, Inc., to name a few.

Background Checks
HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by the law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting
In accordance with Education Code Section 44691 all HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees, and other persons working on behalf of HCCS who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination
HCCS shall adhere to existing state laws regarding tuberculosis screening of employees, including Education Code Section 49406**.** HCCS requires a tuberculosis risk assessment and, if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter**,** in accordance with Education Code Section 49406. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations
HCCS adheres to all applicable laws and existing Board policy related to legally required immunizations and health related issues for both employees and entering students at HCCS.

CPR/First Aid Training
All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol

inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes

The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking

In accordance with Education Code section 49381, the Charter School shall provide accessible information on human trafficking prevention resources for our adult learners, as well as parents and guardians of students in grades 6-12 in accordance with EC 49381.

Menstrual Products

The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

In accordance with Education Code Section 35292.5, on or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in

consideration of available guidance.

Recess
Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grade 12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education
If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information
The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O):

a. child abuse reporting procedures
b. routine and emergency disaster procedures
c. policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. a discrimination and harassment policy consistent with Education Code Section 200
f. provisions of any schoolwide dress code that prohibits students from wearing "gang-related

apparel," if applicable
g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
h. a safe and orderly environment conductive to learning
i. the rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
j. procedures for conducting tactical responses to criminal incidents
k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a schoolbus serving the school
m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose
o. Each comprehensive school safety plan shall contain procedures to notify pupils, parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement at any schoolsite. If a previously adopted school safety plan does not contain this information it shall be included at the next review, but no later than March 1, 2026.

Emergency Preparedness

Highlands Community Charter School's shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Site Administrator and, if there is merit to the concern, the Site Administrator shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens

Highlands Community Charter School adheres to state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment

HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure

HCCS shall utilize a complaint and investigation procedure to centralize all complaints and concerns coming into the Charter School. Under the direction of the Board, the Executive Director shall be responsible for investigation, remediation, and follow-up on matters submitted through this procedure. All issues not resolved by the school site may be resolved at the executive level.

Discrimination and Harassment Policies and Procedures

HCCS is committed to providing a charter school free of discrimination and sexual harassment. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of HCCS' sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools" an online program. HCCS is also committed to providing a workplace free of discrimination and any harassment based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medial are leave,, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation. HCCS uses policies adopted by the Board regarding discrimination harassment (including employee to employee, employee to student, student to employee, and student to student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment, is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety

Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building

Standards Code. HCCS adheres to laws specific to charter schools on the local and state level regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

The Charter School shall comply with requirements of Education Code section 49392 to annually provide information about the safe storage of fire arms. Annually at the beginning of the first semester, the Charter School shall distribute a notice to each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Transportation Services

The Charter Schol shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services to students.

Extreme Weather Policy

In accordance with Education Code section 33355, on or before July 1, 2026, the Charter School shall develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

SB 98, SB 495, SB 848, AB 727, AB 962, AB 772 Compliance

The Charter School safety plan and other policies of the Charter School shall comply with SB 98 (2025), SB 495 (2025), SB 848 (2025), AB 727 (2025), AB 962 (2025), and AB 772.

Title IX

HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location

on its web site the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specific in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

(a) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.

(b) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.

(c) A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element 7: Means to Achieve Student Population Balance

The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. **(Ed. Code § 47605(c)(5)(G).)**

7.1 & 7.2: Plan for Achieving and Maintaining Student Population Balance & How to Reach This Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that is reflective of the general population residing within the territorial jurisdiction of the District. HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220, including immigration status.

(actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and recruiting strategy that ensures all students are notified about the educational opportunities we offer. These efforts will be on-going, throughout the year. As HCCS is committed to serving all ethnic groups, we use various advertising techniques to recruit students from all backgrounds.

Each year HCCS conducts an analysis of enrollment trends in order to optimize our efforts to recruit and retain students. An informal designated committee, comprised of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Externally, HCCS addresses retention and attrition through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagements systems coordinate efforts to strengthen two-way communication between students and the school. Some of these systems include our ELD Navigators, Reclassification Specialist, Reading Specialist, Transition Specialist, and Student Engagement Liaison. This collaboration not only helps student relations, but also increases student achievement and hopefully retention.

HCCS will actively recruit adult students from Sacramento County that reflect a diverse student population both with regard to racial and ethnic and special education diversity, but also with regard to socio-economic diversity and English Language Learners. HCCS will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements to ensure racial and ethnic, special education, and English Learner balance of students that is reflective of the District:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational materials that appeal to all of the various racial and ethnic, special education, and English Learner groups represented in the County.
- Distribution of informational materials to community organizations, community religious institutions, and other organizations that serve various racial and ethnic, special education, and English Learner populations, such as the libraries, recreation centers, local businesses, middle schools, and faith based organizations.
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations, including but not limited to Farsi, Spanish, Russian, and Arabic.
- The use of various advertising mediums that allow individuals whose first language is something other than English to obtain information relevant to programs at the school.
- Announcing enrollment and recruiting information in local newspapers, online news sources, and social media. HCCS will continue to add sources to stay current with the latest technologies and trends.
- Presentations at various multicultural events, including community fairs and events.

Element 8: Admission Requirements

Admission policies and procedures, consistent with [Educations Code Section 47605] subdivision (e). **(Ed. Code § 47605(c)(5)(H).)**

Admission Requirements

8.1: Admission and Enrollment Requirements

Highlands Community Charter School is nonsectarian in its programs, admission policies, and all other operations. HCCS shall not discriminate on the basis any protected characteristics listed in Education Code section 220, including but not limited to actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics [Ref. Education Code § 47605(e)(1)]. HCCS shall comply with all laws establishing minimum and maximum age for public school attendance in charter schools. No test or assessment shall be administered to students prior to acceptance and enrollment into HCCS. However, subsequent to acceptance, students are assessed for placement into appropriate class levels for enrollment.

HCCS admits all students who:

- wish to enroll in our academic program,
- we are legally allowed to serve,
- meet the exclusive WIOA agreement requirement of being age 22 and older, and
- submit a timely application.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)
Per Education Code §§ 47612.1 and 47605.1 (f)(1), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Greater Sacramento Urban League (GSUL) or other WIOA organization. As such, we only legally serve students who are receiving WIOA funded services and do so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The GSUL or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements". HCCS will provide the District with documentation that confirms GSUL or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California, may be admitted.

Student Recruitment

8.2: Recruiting Students with Low Academic Performance, Socioeconomic Disadvantages and Disabilities

Our recruitment efforts reflect our objective nature as a charter school and in no way favor or bias any demographic. When students with Individualized Education Plans ("IEP"s) enroll, it is the school's policy to collect any and all information pertaining to the student's IEP and to assess whether the IEP is transferable to a 504 plan. HCCS is committed to serving academically low-achieving and socioeconomically disadvantaged students to offer them a seamless path to success in employment, higher education, and life. HCCS serves a community where a predominant number of students in our target population qualify for free or reduced-price lunch according to federal guidelines. We are dedicated to making sure that all community members are equally aware of the alternative we are providing to students within the communities we intend to serve.

HCCS conducts student outreach activities throughout the calendar year. A variety of techniques are utilized including posters, flyers, local school visits, community-based organization visits, presentations at various multicultural events, public business tabling (sitting outside markets and other businesses that allow us to pass out flyers to the public) and various advertising, including in local English, Spanish, Farsi, and Russian publications and radio stations. All promotional materials are in various languages, including Spanish, Farsi, Russian, and Arabic, to inform non-English speaking populations about our school.

In order to ensure we attract low-achieving, economically disadvantaged, and special education students, we conduct our outreach in the surrounding communities with similar demographics. Our marketing and recruiting materials highlight that our program is available to all students with a variety of needs and backgrounds. Our recruiting teams are trained to ensure all families are notified that our program currently serves a large population of economically disadvantaged students and that we accept students regardless of past academic performance.

Lottery Preferences and Procedures

8.3: Identification and Rationale of Admission Preferences

If HCCS receives a number of applications that exceeds the number of available spaces, a single public random drawing/lottery will be used to select admitted students, with the exception of existing students, who are guaranteed admission in the following school year. The following enrollment preferences and affirmative action preferences in the case of a public random drawing shall be as follows:

1. All students currently enrolled in HCCS
2. Non-youth residents of the District; as defined by WIOA as those 22 years of age and older
3. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery. This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waitlist carry over to the following school year.

HCCS and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

8.4: Implementation of a Public Random Drawing

Open Enrollment Period and Enrollment Procedures
Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of both a paper-based and online student registration form and optional attendance at one of our weekly orientations.

Enrollment packets for students who are admitted also gather the following:

- Proof of Immunization
- Proof of Withdrawal from Previous School (such as transcripts)
- Proof of Not Having a U.S. high school diploma
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements, e.g. birth certificate or driver's license
- Release of records[1]
- Any forms required by the Greater Sacramento Urban League or other WIOA partner

Following the open enrollment period each year, applications are counted to determine whether the number of students who wish to attend HCCS have exceeded HCCS's capacity. In the event that this happens,

[1] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

HCCS will hold a public random drawing to determine enrollment with the exception of existing students who are guaranteed enrollment in the following school year. This public random drawing is conducted in a public setting, at a time and place (e.g., the main school site) to be made known in advance to the community. The public random drawing process will be used to determine who will be offered enrollment and the order of the waitlist.

The public shall be notified of the random drawing through written notices posted at the school campus and on our website. Applicants who have completed registration are notified of the lottery via automated and/or personal telephone calls, email notifications, and letters sent to home addresses. If there are more available seats in a grade level than there are applicants, all students who have completed registration will be offered a seat.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity will be given the option to put their name on a waiting list according to their draw in the lottery. This waiting list will allow students the option of enrollment if an opening occurs during the current school year at their grade level. New students will be added to the waiting list on a first come, first served basis. If the waiting list is exhausted, then the school may hold additional random drawings.

Communicating to All Interested Parties

Applications are available digitally online on the Highlands Community Charter School website and hard copies are available at all HCCS sites. Our school advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and fliers.

Ensuring Fair Execution of Lottery Procedures

The lottery will be coordinated by an individual designated by the Executive Director but moderated by an objective third party (usually a community leader or liaison) in a location open to the public and advertised to the school community. Given the native languages of the anticipated target community, all proceedings will be conducted in English, Spanish, Farsi, Russian, and Arabic, as needed.

The lottery is open to the public and students are encouraged to attend; however, students are not required to be present at the time of the drawing to be eligible for admission. Results are published in English, Spanish, Farsi, Russian, and Arabic, as needed. Results are mailed to all applicants and follow up phone calls are made by the designated Enrollment Team and/or school office staff.

The lottery will be made random through use of numbers assigned to each applicant. All applicant numbers will be published and provided to students before the lottery begins. When a student's number is drawn, both the number and student's name will be announced verbally, and the student will be added to a master list which will be projected for those in attendance. Once all available seats in a grade level have been filled, the designated Enrollment Team will announce to those present that all remaining applicants drawn will be placed on the waitlist for that grade level in the order that they are drawn.

Lottery Time and Location

The random public drawing (lottery) will be held in a public space in the community that is large enough to accommodate all interested students. The lottery process is open to the public. The public is notified of the random drawing through written notices posted at the school campus and on our website. The random public drawing (lottery) will be scheduled in the event that applications for enrollment exceed school capacity. The lottery will be held at a time that is determined to be convenient for the students in our school

community to attend.

Waiting List Priorities

A waiting list will be implemented when the number of applications exceeds the enrollment capacity at each grade level. In the event of a lottery, admission to the school will be offered to applicants based on the results of the public random drawing until capacity is reached. All remaining names drawn after capacity for a grade level is reached will be placed on a waiting list in the order they are drawn. New applicants who register after the lottery deadline will be offered a seat if space is available in the grade level they have applied for or added to the waitlist in the order that the application was received. As seats become available in a grade level, the student with the lowest numerical ranking will be offered that seat.

Notifying Students of a Seat Offering

Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be notified of acceptance within a week of the lottery by the designated Enrollment Team and/or school office staff and must accept enrollment within two weeks of notification by confirming with the school staff their intent to complete the enrollment process and/or submitting a completed enrollment packet. Any families who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures

Copies of all registration forms, lottery results, and waiting lists are readily available for inspection at the school office. These records will be maintained by the designated Enrollment Team.

Volunteering at HCCS is not mandatory and is not a condition of admission or continued enrollment at HCCS.

Element 9: Annual Financial Audits

The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. **(Ed. Code § 47605(c)(5)(I).)**

Annual Audit Procedures

9.1: Contracting with an Independent Auditor

An annual independent fiscal audit of the books and records of HCCS is conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of HCCS are kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit employs generally accepted accounting procedures. The audit will be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

9.2: Completing the Audit

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. A copy of the auditor's findings will be forwarded to TRUSD, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Board of Directors will receive and review each year's audit.

9.3: Selecting an Independent Auditor

The auditor will have, at a minimum, a CPA and experience with educational institution accounting requirements and practices and shall be approved by the State Controller on its published list as an educational audit provider. HCCS shall be solely responsible for all costs associated with auditing services. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

9.4: Administering the Resolution Process

The HCCS audit committee will review any audit exceptions or deficiencies and then report to the Board of Directors with recommendations on how to resolve them. The Board will submit a report to TRUSD describing how the exceptions and deficiencies have been corrected by the time of the audit submission, along with supporting documentation. Additionally, HCCS will inform TRUSD of any outstanding exceptions or deficiencies at the time of audit submission and how they will be resolved to the satisfaction of TRUSD along with an anticipated timeline for the same. Typically all audit exceptions or deficiencies will be addressed within six months. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

9.5: Submission

The Board of Directors will submit a report to TRUSD regarding how the exceptions and deficiencies have been, or will be, resolved to the satisfaction of TRUSD.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of HCCS is public record to be provided to the public upon request.

Element 10: Suspension and Expulsion Procedures

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Education Code Section 47605(c)(5)(J).

School Climate and Student Discipline System

10.1: HCCS Discipline Philosophy

Highlands Community Charter School prides itself on the meeting of student needs and developing an action plan to address extenuating circumstances as they arise, recognizing that many of our students come to our organization due to hardship that has prevented their educational goals from reaching fulfillment. By addressing the needs of each student head on, we remove the barriers that prevent student success.

HCCS implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing

of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

HCCS encourages the utilization of these services as prevention from student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstance which prevents attendance. Counselors, teachers, directors, and other assigned personnel assist with the addressing of these student needs by creating an action plan for both staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and

goal setting.
- Designated administrator
- Classroom teacher(s)
- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

- This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.
- The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting.
- The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

- The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the *Student Success Plan* form or the *Student Success Plan Follow-up Form*.

Team Member

- An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

- The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

- When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

- Adult students often resist this engagement. The barriers they present to any involvement may mask

deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have hadformer experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

- Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

- The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

- Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices

Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation:

1. **Case Management**

It is very important to clearly define on the *Student Success Plan* who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

- meeting with the student and with the teacher regarding the action plan,
- making phone calls and/or sending reminder notes to team members regarding action items, and/or
- helping students and their families follow through with referrals to on-site and community-based services.

2. **Feedback to the Referral Source**

The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

3. **Student/Family Support**

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

4. **Follow-Up SST Meetings / Ongoing monitoring of student progress**

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the *Student Success Plan Follow-up Form*. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review in de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[2], detention during and after school hours, community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been

[2] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does

not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

10.2 : Authorization and Implementation of In-School Suspensions

HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- made terrorist threats against school officials or school property, or both.

Grounds for Suspension and Expulsion

10.3 : Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

10.4 : Suspension Offenses

Discretionary Suspension Offenses
Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which incudes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or

her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her

immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.

1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    i. A message, text, sound, video or image.

ii. A post on a social network Internet Web stie including, but not limited to:
    a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one of more of the effects as listed in subparagraph (1) above.
    b. Creatin ga credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.

iii. An act of cyber bullying.
    a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director

of Curriculum and Instruction (or assigned designee's) concurrence.

B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

10.5: Expulsion Offenses

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an

alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Out-of-School Suspension Procedures

10.6: Rules and Procedures for Out-of-School Student Suspension

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Director of Curriculum and Instruction, or in the case of the Executive Director's and Director of Curriculum and Instruction's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Director of Curriculum and Instruction or assigned designee.

The conference may be omitted if the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regards to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone

or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

10.7: Maximum Suspension

The length of the suspension will be determined by the Executive Director and/or the Director of Curriculum and Instruction or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Director of Curriculum and Instruction or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

10.8: Meaningful Education for Suspended Students

A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

10.9: Suspension Pending the Outcome of an Expulsion Process

Upon a recommendation of Expulsion by the Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is

postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in section 10.8.

Expulsion Procedures

10.10 : Rules and Procedures for Student Expulsion

Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Curriculum and Instruction (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Curriculum and Instruction or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel or designee determines that the student has committed an expellable offense .

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student

confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

HCCS may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing

is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

6. If one or both of the support persons is also a witness, HCCS must present evidence that the witness' presence is both desired by the witness and will be helpful to HCCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS as HCCS Board's decision to expel shall be final.

Expelled students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

10.11: Rehabilitation Plans

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully

completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

HCCS shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who HCCS or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's 504 Plan would reflect this change), and to progress toward meeting the goals set out in the student's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a student with a disability because of a violation of a code of student conduct, HCCS, the parent/guardian (in the case of a minor), and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the student's IEP/504 Plan, any teacher observations, and any relevant information provided by the students to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team determine that either of the above is applicable for the student, the conduct shall be determined to be a manifestation of the student's disability.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/504 Team shall:

c. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such student, provided that HCCS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
d. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the student already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
e. Return the student to the placement from which the student was removed, unless the parent (in the case of a minor) and HCCS agree to a change of placement as part of the modification of the behavioral intervention plan.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then HCCS may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a student with a disability who disagrees with any decision regarding placement, or the manifestation determination, or HCCS believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or HCCS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and HCCS agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a student with a disability to the placement from which the student was removed; or (2) order a change in placement of a student with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such student is substantially likely to result in injury to the student or to others.

5. Special Circumstances

HCCS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with a disability who violates a code of student conduct.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated HCCS disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if HCCS had knowledge that the student was disabled before the behavior occurred.

HCCS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to HCCS supervisory or administrative personnel, or to one of the student's teachers, that the student is in need of special education or related services.
b. A parent has requested an evaluation of the student.
c. The student's teacher, or other HCCS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the director of special education or to other HCCS supervisory personnel.

If HCCS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible students with disabilities, including the right to stay-put.

If HCCS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. HCCS shall conduct an expedited evaluation if requested by the student; however the student shall remain in the education placement determined by HCCS pending the results of the evaluation.

HCCS shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Element 11: Employee Retirement Systems

The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. **(Ed. Code § 47605(c)(5)(K).)**

11.1-3: Certificated, Classified, and Other Staff Members

All eligible full time certificated employees at Highlands Community Charter School participate in a qualified retirement plan including, but not limited to, State Teachers Retirement System (STRS) or the federal social security system based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

Employees may have access to other school-sponsored retirement plans and other benefit plans according to policies developed by the Board of Directors and adopted as HCCS employee policies. In the event that the Internal Revenue Service adopts regulations barring non-profit entities from participating in the public-funded retirement plan (STRS), employees will be covered by federal social security and/or an employer-sponsored retirement plan as approved by the HCCS Board of Directors. HCCS will inform all applicants for positions within HCCS of the retirement system options for employees of HCCS and notify all applicants that accepting employment at HCCS may exclude the employee from further coverage in their current retirement system. The Executive Director shall be responsible for ensuring that appropriate arrangements for retirement coverage are made. HCCS will develop a mix of salaries and benefits, commensurate with location and experience, necessary to attract and retain well-trained teachers and staff.

Element 12: Public School Attendance Alternatives

The public school attendance alternatives for students residing within the school district who choose not to attend charter schools. **(Ed. Code § 47605(c)(5)(L).)**

12.1: Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS are informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency.

Element 13: Rights of District Employees

The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. **(Ed. Code § 47605(c)(5)(M).)**

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

Element 14: Dispute Resolution Procedures

The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. **(Ed. Code § 47605(c)(5)(N).)**

14.1: Providing Written Notification

Disputes Arising from within HCCS

It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS which do not involve TRUSD liability or issues of student health or safety will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious time lines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests TRUSD involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD

HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Dr. Steven Martinez
Twin Rivers Unified School District
5155 Dudley Blvd.

McClellan, California 95652

Jonathan Raymond
Highlands Community Charter School
1333 Grande Ave
Sacramento, California 95838

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol
HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code section 47607.

Element 15: Charter School Closure Procedures

The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. **(Ed. Code § 47605(c)(5)(O).)**

15.1: Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify (TRUSD), within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage. All state assessment results, special education records, and personnel

records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33. On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS. Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Additional Provisions

Facilities

The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. **(Ed. Code § 47605(h).)**

16.1: Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and useable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

16.2: Annual Operational Agreement

HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

16.3: Operational Powers and Liabilities

HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

16.4: Insurance Coverage

HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters

The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. **(Ed. Code § 47605(h).)**

16.5: Funding

HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

16.6: Fiscal Strength

HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections under Tab 4.

16.7: Budgets and Cash Flow

A five year budget and financial projections is included under Tab 4. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

16.8: Financial Reporting

HCCS will provide reports to TRUSD as follows as required by Education Code Section 47604.33 and may provide additional fiscal reports as requested by TRUSD:

By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.

1. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
2. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.
3. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
4. By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

16.9 : District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

16.10 : Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the 2016-17 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

16.11 : Annual Review and Notice to District of Change in Status

HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

16.12 : Regulations and Compliance

HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. We will do so responsibly and accountability.

16.13 : Technology

HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education. Recognizing that there is always a cost-benefit

tradeoff when using technology, HCCS will purchase hardware, software, and services based upon the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

16.14 : Term of Charter

The term of this charter shall begin on July 1, 2019 and expire June 30, 2027.

16.15 : Amendment of Charter

Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

16.16 : Cooperation

Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

16.17 : Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Twin Rivers Unified School District (TRUSD) Board of Trustees and HCCS Board of Directors.

16.18 : Administrative Services

The manner in which administrative services of the charter school are to be provided. **(Ed. Code § 47605(h).)**

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

16.19 : Potential Civil Liability Effects

Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(h).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

16.20 : Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law. Neither Greater Sacramento Urban League nor any other WIOA service provider in partnership with HCCS receives any type or amount of apportionment. Furthermore, these partners do not operate as an adult school program.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District,

shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

16:22: Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

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A Comprehensive High School Grade-Level Transition and Implementation Plan for Adding Grade 11

Highlands Community Charter School and California Innovative Career Academy

Context and Overview

Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA), consistent with proposed material revisions, are prepared to transition from the grade configuration outlined in the 2019 petition to a fully aligned 9th–12th grade high school model. Under the existing petition, both schools operate Grades 9, 10, and 12. With approval of the material revisions, Grade 11 will be added to create a complete, sequential high school pathway designed to support adult learners in completing diploma requirements with appropriate scaffolds and academic guidance.

All current and incoming students will undergo a comprehensive transcript evaluation process. This protocol includes verifying accrued credits, reviewing course histories, determining progress toward graduation requirements, and analyzing CASAS Reading scores and internal diagnostics to assign each student to the appropriate grade level—9, 10, 11, or 12—within the revised structure.

The transition to a four-grade high school model strengthens academic sequencing, reinforces accurate placement based on transcripted coursework, and ensures students have clear, developmentally appropriate access to the state-aligned high school curriculum and career pathway supports.

Evidence of Readiness to Implement Grade 11

HCCS and CICA demonstrate full operational readiness to implement Grade 11 upon approval of material revisions. The schools have the staffing structures, instructional materials, assessment systems, and administrative infrastructure needed to support an expanded grade configuration.

Key components of readiness include:

- **Credentialed Teachers:** Both schools employ fully credentialed teachers prepared to deliver Grade 11 coursework.
- **Curricular Infrastructure:** The currently adopted Savvas curriculum for Grades 9 and 10 will be expanded through the purchase and implementation of appropriately standards-aligned 11th-grade Savvas materials to ensure vertical coherence and full standards alignment across Grades 9–12.
- **Master Scheduling Capacity:** Existing master schedules can be expanded to include Grade 11 sections without disruption to current programming.
- **Counseling and Transcript Evaluation Systems:** Both schools have established transcript review protocols, graduation planning systems, and assessments that ensure accurate grade-level placement and progression tracking.
- **Data and Compliance Infrastructure:** Enrollment, CALPADS reporting, and SIS configurations are fully capable of supporting Grade 11 coding and monitoring.

These elements collectively demonstrate the schools' capacity to operationalize Grade 11 immediately upon approval and ensure full compliance with district expectations.

Detailed Plan for Adding Grade 11

A. Placement and Grade-Level Determination

Grade 11 will serve as the intermediate academic year between Grades 10 and 12, providing students with rigorous standards-based instruction and structured preparation for diploma completion. Placement into Grade 11 will be determined through:

- Transcript review and verification of accrued credits
- Analysis of academic progress toward graduation requirements
- Evaluation of CASAS and internal diagnostic assessments
- Counselor review of academic readiness, career goals, and pathway alignment

Students placed in Grade 11 will receive:

- Grade 11 college- and career-preparation

- Embedded academic and language support across content areas
- CTE exploration opportunities and guidance on pathways available across HCCS and CICA
- Ongoing monitoring and check-ins to ensure students remain on track for Grade 12 coursework

---

Operational Readiness for Grade 11 Implementation

To ensure immediate and seamless implementation of Grade 11, HCCS and CICA have prepared the following:

- **Updated Master Schedules:** Integration of Grade 11 sections aligned to staffing and credentialing.
- **Curriculum and Materials:** Acquisition of Savvas Grade 11 curriculum and supplemental instructional resources.
- **Professional Development:** Teacher preparation for Grade 11 instructional delivery, pacing guides, and assessment practices.
- **Data Systems:** SIS and CALPADS updates to ensure Grade 11 enrollment and reporting accuracy.
- **Counseling Protocols:** Revised academic pathways, graduation audits, and credit checks to reflect the 9–12 model.

All operational components—including instruction, data systems, staffing, facilities, and counseling—are fully prepared for the expanded grade configuration.

Student Transition Process

A. Transitioning Students Into Grade 11

Upon approval of the material revisions, HCCS and CICA will implement a structured, evidence-based transition process that includes:

1. **Transcript Evaluation:** Verification of credits earned, course histories, and alignment to diploma requirements.
2. **Assessment Review:** Use of CASAS and internal diagnostics to support placement decisions.
3. **Counselor Review:** Individualized evaluation of academic goals, career pathways, and readiness for upper-division coursework.
4. **Grade Assignment:** Placement into Grades 9, 10, 11, or 12 based on verified credit standing and academic readiness.
5. **Student Orientation:** Clear communication of expectations, course requirements, schedules, and available supports.

This ensures accurate and equitable placement across all high school grade levels.

B. Transitioning Students Back to Approved Grades (If Needed)

If material revisions are not approved, HCCS and CICA will:

- Maintain the grade configuration authorized in the 2019 petition (Grades 1, 2,, and 12).
- Reassign any students preliminarily identified for Grade 11 back to Grade 12 based on transcript and diagnostic assessment review.
- Ensure all grade-level adjustments maintain CALPADS accuracy and compliance.
- Provide counseling support to ensure clarity regarding credit requirements and academic progression.

This ensures compliance without disruption to instruction or student pathways.

Conclusion

This transition plan demonstrates that Highlands Community Charter School and California Innovative Career Academy are fully prepared to implement Grade 11 upon approval of the material revisions. The plan articulates operational readiness, curriculum alignment, transcript-driven placement procedures, and robust student support systems that ensure accurate grade-level assignment and sustained progress toward diploma completion.

Whether transitioning to a complete Grade 9–12 configuration or reverting to the 2019 petition grade structure if required, both schools remain committed to compliance, academic rigor, and high-quality instructional access for all adult learners.

From: **Scott Gustafsson** <sgustafsson@eidebailly.com>
Date: Thu, Apr 17, 2025 at 11:11 AM
Subject: RE: HCCTS Audit - TRUSD Notice of Concern
To: Matthew Lemos <matthew.lemos@hccts.org>, Jonathan Clement <jclement@eidebailly.com>
Cc: Melissa Roberson <melissa.roberson@hccts.org>, Maryana Mazyak <maryana.mazyak@hccts.org>

Hi Matthew,

Regarding the deadline of tomorrow that cannot be achieved for a report issuance. Currently we are working through final review of workpapers and final drafting of the report and then it will need to go to our national office for their review and approval due to the prior period restatement. I have met with the team just now and we will be moving folks off other projects this week and next so that Highlands is the only priority on everyone's list until it's completed. With that being said it's possible we could issue as soon as next week at the end of the week but I would realistically expect that it's more likely we would have a final draft to you around end of next week with a final review and approval from you and the national office completed the following week and issuance at that time during the week of April 28th. Unfortunately, we had significantly underestimated the time it would take for us to work through the comments, recommendations, and concerns from the various SCO, State Auditor's Office, and the attendance reviews that have been ongoing or were completed as we needed to be careful to address everything noted that may be relevant to the audit.

Thank you,

Scott Gustafsson | CPA | CFE | CITP

sgustafsson@eidebailly.com

Partner

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

DRAFT 5-9-2025

Financial Statements
June 30, 2024

Highlands Community Charter and Technical Schools

(Operating: Highlands Community Charter School #1674 and California Innovative Career Academy #2072)

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools

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DRAFT 5-9-2025

Independent Auditor's Report

Governing Board
Highlands Community Charter and Technical Schools
Sacramento, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Highlands Community Charter and Technical Schools (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Highlands Community Charter and Technical Schools as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Correction of an Error

As discussed in Note 8 to the financial statements, the Organization restated the beginning net assets balance to reflect an understatement of accounts payable from the previous period. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information such as the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and other supplementary

information on pages 19-26 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and other supplementary information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the financial statements. The other information comprises the Local Education Agency Organization Structure but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated _____, 2025 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Rancho Cucamonga, California
_____, 2025

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Statement of Financial Position
June 30, 2024

Assets	
Current assets	
Cash	$ 47,720,201
Receivables	24,681,067
ERC receivable	3,698,515
Prepaid expenses	11,553,298
Total current assets	87,653,081
Non-current assets	
Security deposit	321,181
Property and equipment	2,289,902
Operating lease right-of-use asset	21,037,274
Finance lease right-of-use asset	38,343
Total non-current assets	23,686,700
Total assets	$ 111,339,781
Liabilities	
Current liabilities	
Accounts payable and accrued liabilities	$ 22,350,443
Refundable advance	87,192
Current portion of operating lease liability	6,583,137
Current portion of finance lease liability	38,343
Total current liabilities	29,059,115
Long-term liabilities	
Operating lease liability, less current portion	15,901,513
Total liabilities	44,960,628
Net Assets	
Without donor restrictions	55,768,861
With donor restrictions	10,610,292
Total net assets	66,379,153
Total liabilities and net assets	$ 111,339,781

See Notes to Financial Statements

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Statement of Activities
Year Ended June 30, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues			
Local Control Funding Formula	$ 149,977,873	$ 1,720,706	$ 151,698,579
Federal revenue	-	2,109,495	2,109,495
Other state revenue	2,408,816	11,665,012	14,073,828
Local revenues	1,655,301	-	1,655,301
Net assets released from restrictions	16,491,170	(16,491,170)	-
Total support and revenues	170,533,160	(995,957)	169,537,203
Expenses			
Program services	127,776,000	-	127,776,000
Management and general	28,350,832	-	28,350,832
Total expenses	156,126,832	-	156,126,832
Change in Net Assets	14,406,328	(995,957)	13,410,371
Net Assets, Beginning of Year	54,179,158	11,606,249	65,785,407
Prior Period Adjustment (Note 8)	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	41,362,533	11,606,249	52,968,782
Net Assets, End of Year	$ 55,768,861	$ 10,610,292	$ 66,379,153

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Statement of Functional Expenses
Year Ended June 30, 2024

	Program Services	Management and General	Total Expenses
Salaries	$ 49,101,391	$ 5,312,628	$ 54,414,019
Employee benefits	6,879,138	2,105,900	8,985,038
Payroll taxes	11,654,822	-	11,654,822
Fees for services	6,110,802	17,545,142	23,655,944
Office expenses	3,353,559	2,922,934	6,276,493
Information technology	12,934,088	-	12,934,088
Occupancy	14,048,888	209,560	14,258,448
Travel	2,899,796	-	2,899,796
Interest	3,364	-	3,364
Depreciation and amortization	-	254,668	254,668
Amortization of right-of-use asset	63,189	-	63,189
Insurance	489,120	-	489,120
Other expenses	166,350	-	166,350
Capital outlay	15,301,408	-	15,301,408
Instructional materials	1,425,029	-	1,425,029
Total functional expenses	$ 127,776,000	$ 28,350,832	$ 156,126,832

See Notes to Financial Statements

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Statement of Cash Flows
Year Ended June 30, 2024

Operating Activities	
Change in net assets	$ 13,410,371
Adjustments to reconcile change in net assets to net cash from (used for) operating activities	
Depreciation and amortization expense	254,668
Finance lease amortization	63,189
Changes in operating assets and liabilities	
Receivables	9,377,077
Prepaid expenses	(9,804,285)
Security deposits	(113,157)
Accounts payable and accrued liabilities	2,858,125
Refundable advance	(1,984)
Operating lease assets and liabilities	992,209
Net Cash from (used for) Operating Activities	17,036,213
Investing Activities	
Purchases of property and equipment	(125,000)
Financing Activities	
Principal payments on finance leases	(63,189)
Net Change in Cash	16,848,024
Cash, Beginning of Year	30,872,177
Cash, End of Year	$ 47,720,201
Supplemental Cash Flow Disclosure	
Cash paid during the year in interest	$ 3,364

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Highlands Community Charter and Technical Schools (the Organization) is a California not-for-profit organization. During the fiscal year ended June 30, 2024, the Organization operated two charter schools, Highlands Community Charter School and California Innovative Career Academy.

Highlands Community Charter School petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on July 1, 2014, and currently serves approximately 9,069 students.

California Innovative Career Academy petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on June 27, 2019, and currently serves approximately 3,180 students. California Innovative Career Academy opened on August 12, 2019.

The mission of the Organization is serving the unserved, by providing the education for a high school diploma to students, along with elective courses leading to a Certificate of Completion in one of the Organization's Career and Technical Education courses, thereby giving students all of the tools necessary to obtain a livable wage job, and a future for themselves and their family. The Organization offers students additional courses and time beyond the required schedules listed in the Schedule of Instructional Time.

Basis of Accounting

The accompanying financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At June 30, 2024, the Organization had approximately $50,935,184, in excess of FDIC-insured limits.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2024 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Property and Equipment

Property and equipment additions over $5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2024.

Right-of-Use Leased Assets and Liabilities

Right-of-use leased assets and the related liabilities are recognized at the lease commencement date and represent the Organization's right-of-use an underlying asset and lease obligations for the lease term. Right-of-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-of-use leased assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2024.

Functional Allocation of Expenses

The financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include salaries, employee benefits, fees for services, office expenses, and occupancy, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization, including other related entities noted above, is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash	$ 47,720,201
Receivables	24,681,067
Less: net assets with donor restrictions	(10,610,292)
Total	$ 61,790,976

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2024:

Leasehold improvements	$ 1,547,496
Building	1,016,493
Computer and equipment	1,226,610
Total property and equipment	3,790,599
Less accumulated depreciation and amortization	(1,500,697)
Total	$ 2,289,902

Note 4 - Leases

The Organization leases certain real property for the operations of the charter school and equipment at various terms under long-term non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2028 and provide for renewal options ranging from 1 year to 5 years. The Organization includes in the determination of the right-of-use assets and lease liabilities any renewal options reasonably certain to be exercised. The Organization's operating lease provides for increases in future minimum annual rental payments. Additionally, the operating lease agreement requires the Organization to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. If the implicit rate is not readily determinable from the lease, the Organization estimates an applicable incremental borrowing rate. The incremental borrowing rate is estimated using the Organization's applicable borrowing rates and the contractual lease term.

The Organization has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Organization elected the practical expedient to not separate lease and non-lease components for real property and equipment leases.

Total lease costs for the year ended June 30, 2024 were as follows:

Operating lease cost	$ 9,064,309
Finance lease cost	66,553
Interest expense	3,364
Amortization of right-of-use assets	63,189

The following table summarizes the supplemental cash flow information for the year ended June 30, 2024:

Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	$ 8,072,100
Operating cash flows from finance leases	66,553
Right-of-use assets obtained in exchange for lease liabilities	
Operating leases	$ 2,317,117

The following summarizes the weighted-average remaining lease term and weighted-average discount rate:

Weighted-average remaining lease term	
Operating leases	3.45 Years
Finance leases	0.53 Years
Weighted-average discount rate	
Operating leases	5.00%
Finance leases	5.00%

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of June 30, 2024:

	June 30, 2024	
	Operating	Finance
2025	$ 7,236,985	$ 38,822
2026	7,619,222	-
2027	7,877,643	-
2028	1,491,631	-
2029	120,972	-
Total lease payments	24,346,453	38,822
Less interest	(1,861,803)	(479)
Present value of lease liabilities	$ 22,484,650	$ 38,343

Note 5 - Net Assets

Net assets consist of the following at June 30, 2023:

Net assets with donor restrictions	
Subject to expenditure for specified purpose	
State programs	$ 10,610,292
Satisfaction of purpose restrictions	
Federal programs	$ 2,109,495
State programs	14,381,675
Total nets assets released from donor restrictions	$ 16,491,170

Note 6 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2024, are summarized as follows:

	STRP Defined Benefit Program	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	19.10%	19.10%
Required state contribution rate	10.828%	10.828%

Contributions

Required member, the Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2024, are presented above and the Organization's total contributions were $4,436,840.

California Public Employees Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the School Employer Pool (SEP) under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: https://www.calpers.ca.gov/page/forms-publications.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2024, are summarized as follows:

	School Employer Pool (CalPERS)	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits as a percentage of eligible compensation	1.1% - 2.5%	1.0% - 2.5%
Required employee contribution rate	7.00%	8.00%
Required employer contribution rate	26.680%	26.680%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Organization is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contributions rates are expressed as percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2024, are presented above and the total Organization's contributions were $3,213,018.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of $1,486,339 (10.828% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Note 7 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

The Organization applied for and received loan forgiveness from the SBA on its PPP loan of $2,973,000. In accordance PPP loan requirements, the Organization is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Organization is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

The Organization's credit filings remain open for potential examination by the Internal Revenue Service through the statute of limitations, which has varying expiration dates extending through 2027. Any disallowed claims resulting from such examinations could be subject to repayment to the federal government.

Note 8 - Restatement of Prior Year Net Assets

The Organization has restated the beginning net assets to reflect an increase in accounts payable for the year ending June 30, 2023, due to a correction of an error. As a result, the effect on the current fiscal year is as follows:

Net Assets - Beginning, as previously reported on June 30, 2023	$ 65,785,407
Accounts payable	(12,816,625)
Net Asset - Beginning, as Restated on July 1, 2023	$ 52,968,782

Note 9 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through _____, 2025, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

DRAFT 5-9-2025

Supplementary Information
June 30, 2024

Highlands Community Charter and Technical Schools

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education			
Passed Through California Department of Education			
Adult Education - Adult Basic Education and ELA	84.002A	14508	$ 1,573,132
Adult Education - Adult Secondary Education	84.002	13978	179,661
Subtotal			1,752,793
School Improvement (CSI) Funding for LEAs	84.010	15438	356,702
Total U.S. Department of Education			2,109,495
Total Federal Financial Assistance			$ 2,109,495

See Notes to Supplementary Information

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Schedule of Average Daily Attendance
Year Ended June 30, 2024

Highlands Community Charter School

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	5,736.23	5,870.01
Classroom Based ADA		
Ninth through twelfth	5,736.23	5,870.01

California Innovative Career Academy

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	2,869.86	2,722.94
Classroom Based ADA		
Ninth through twelfth	2,869.86	2,722.94

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Schedule of Instructional Time
Year Ended June 30, 2024

Highlands Community Charter School

Grade Level	1986-1987 Minutes Requirement	2023-2024 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grade 12									
Track A	64,800	65,880	-	65,880	N/A	224	-	224	Complied
Track B	64,800	77,083	-	77,083	N/A	201	-	201	Complied
Track C	64,800	69,622	-	69,622	N/A	182	-	182	Complied

California Innovative Career Academy

Grade Level	Total Days Offered	Status
Grade 12		
Track A	224	Complied
Track B	201	Complied
Track C	182	Complied

See Notes to Supplementary Information

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2024

Summarized below are the net asset reconciliations between the Unaudited Actual Financial Report and the audited financial statements.

	Highlands Charter Charter School	California Innovative Career Academy
Net Assets		
Balance, June 30, 2024, Unaudited Actuals	$ 47,774,472	$ 22,135,591
Increase in Accounts payable	(2,868,079)	(662,831)
Balance, June 30, 2024, Audited Financial Statements	$ 44,906,393	$ 21,472,760

See Notes to Supplementary Information

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Combining Statement of Financial Position
June 30, 2024

	Highlands Charter Charter School	California Innovative Career Academy	Total
Assets			
Current assets			
Cash	$ 15,397,263	$ 32,322,938	$ 47,720,201
Receivables	20,673,545	4,007,522	24,681,067
ERC receivable	3,065,252	633,263	3,698,515
Prepaid expenses	9,809,728	1,743,570	11,553,298
Total current assets	48,945,788	38,707,293	87,653,081
Non-current assets			
Security deposit	321,181	-	321,181
Property and equipment	2,289,902	-	2,289,902
Lease right-of-use asset	16,393,726	4,643,548	21,037,274
Finance lease right-of-use asset	38,343	-	38,343
Total non-current assets	19,043,152	4,643,548	23,686,700
Total assets	$ 67,988,940	$ 43,350,841	$ 111,339,781
Liabilities			
Current liabilities			
Accounts payable	$ 5,678,898	$ 16,671,545	$ 22,350,443
Refundable advance	43,596	43,596	87,192
Current portion of lease liability	5,010,832	1,572,305	6,583,137
Current portion of finance lease liability	38,343	-	38,343
Total current liabilities	10,771,669	18,287,446	29,059,115
Long-term liabilities			
Lease liability, less current portion	12,310,878	3,590,635	15,901,513
Total liabilities	23,082,547	21,878,081	44,960,628
Net Assets			
Without donor restrictions	37,033,255	18,735,606	55,768,861
With donor restrictions	7,873,138	2,737,154	10,610,292
Total net assets	44,906,393	21,472,760	66,379,153
Total liabilities and net assets	$ 67,988,940	$ 43,350,841	$ 111,339,781

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Combining Statement of Activities
Year Ended June 30, 2024

	Highlands Community Charter School		California Innovative Career Academy		
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues					
Local Control Funding Formula	$ 100,327,336	$ 1,147,246	$ 49,650,537	$ 573,460	$ 151,698,579
Federal revenue	-	1,335,144	-	774,351	2,109,495
Other state revenue	1,577,980	10,077,362	830,836	1,587,650	14,073,828
Local revenues	271,653	-	1,383,648	-	1,655,301
Net assets released from restrictions	13,407,426	(13,407,426)	3,083,744	(3,083,744)	-
Total support and revenues	115,584,395	(847,674)	54,948,765	(148,283)	169,537,203
Expenses					
Program services	81,477,448	-	46,298,552	-	127,776,000
Management and general	22,957,825	-	5,393,007	-	28,350,832
Total expenses	104,435,273	-	51,691,559	-	156,126,832
Change in Net Assets	11,149,122	(847,674)	3,257,206	(148,283)	13,410,371
Net Assets, Beginning of Year	25,884,133	8,720,812	28,295,025	2,885,437	65,785,407
Prior Period Adjustment (Note 8)	-	-	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	25,884,133	8,720,812	15,478,400	2,885,437	52,968,782
Net Assets, End of Year	$ 37,033,255	$ 7,873,138	$ 18,735,606	$ 2,737,154	$ 66,379,153

See Notes to Supplementary Information

Note 1 - Purpose of Supplementary Schedules

Schedule of Expenditures of Federal Awards

Basis of Presentation
The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2024. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Summary of Significant Accounting Policies
Expenditures reported in the schedule are reported on the accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate
The Organization has not elected to use the ten percent de minimis cost rate.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *California Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

DRAFT 5-9-2025

Combining Statement of Financial Position and Combining Statement of Activities

The combining statement of financial position and combining statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the combining statement of financial position and combining statement of activities are for activities between the Organization and related entities.

DRAFT 5-9-2025

Other Information
June 30, 2024

Highlands Community Charter and Technical Schools

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Local Education Agency Organization Structure (Unaudited)
June 30, 2024

ORGANIZATION

The Organization operates two schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2024, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Highlands Community Charter School	1674	Twin Rivers Unified School District	June 30, 2027	9-12	9,069
California Innovative Career Academy	2072	Twin Rivers Unified School District	June 30, 2027	9-12	3,180

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Ernie Daniels	Corporate President	June 14, 2026
Matt Powers	Corporate Secretary	March 6, 2027
Sonja Cameron	Corporate Treasurer	January 5, 2025
Sharon Rocco	Member	April 3, 2027
Rick Jones	Member	April 3, 2027
Mellonie Yang	Member	January 5, 2025
Mary DeChance	Member	December 6, 2026
Mike Reid	Member	August 2, 2026
Sondra Betancourt	Member	December 31, 2024

ADMINISTRATION

NAME	TITLE
Murdock Smith	Executive Director
Matthew Lemos	Director of Fiscal Services

DRAFT 5-9-2025

Independent Auditor's Reports
June 30, 2024

Highlands Community Charter and Technical Schools

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Governing Board
Highlands Community Charter and Technical Schools
Sacramento, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards)*, the financial statements of Highlands Community Charter and Technical Schools (the Organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated _____, 2025.

Correction of an Error

As discussed in Note 8 to the financial statements, the Organization restated the beginning net assets balance to reflect an understatement of accounts payable from the previous period. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item 2024-001 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying Schedule of Findings and Questioned Costs as item 2024-001.

The Organization's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the finding identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance

Governing Board
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Organization's major federal program for the year ended June 30, 2024. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

Independent Auditor's Report on State Compliance and on Internal Control Over Compliance

Governing Board
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance

Qualified and Unmodified Opinions on State Compliance

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the requirements specified in the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2024.

Qualified Opinion on Unduplicated Local Control Funding Formula Pupil Counts

In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024.

Unmodified Opinion on Each of the Other Programs

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024, except as described in the accompanying Schedule of Findings and Questioned Costs.

Basis for Qualified and Unmodified Opinions

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards)*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Matter Giving Rise to Qualified Opinion on Unduplicated Local Control Funding Formula Pupil Counts

As described in the accompanying schedule of findings and questioned costs, the District did not comply with requirements regarding Unduplicated Local Control Funding Formula Pupil Counts described in the accompanying Schedule of Findings and Questioned Costs as item 2024-002.

Compliance with such requirements is necessary, in our opinion, for the Organization to comply with the requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal controls over compliance. Accordingly, we express no such opinion; and

- Select and test transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	Not Applicable
Teacher Certification and Misassignments	Not Applicable
Kindergarten Continuance	Not Applicable
Independent Study	Not Applicable
Continuation Education	Not Applicable
Instructional Time	Not Applicable
Instructional Materials	Not Applicable
Ratio of Administrative Employees to Teachers	Not Applicable
Classroom Teacher Salaries	Not Applicable
Early Retirement Incentive	Not Applicable
GANN Limit Calculation	Not Applicable
School Accountability Report Card	Not Applicable
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Not Applicable
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Not Applicable
District of Choice	Not Applicable
Home to School Transportation	Not Applicable
School Districts, County Offices of Education, and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Not Applicable
Career Technical Education Incentive Grant	Yes
Expanded Learning Opportunities Program	Yes
Transitional Kindergarten	Not Applicable

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

The term "Not Applicable" is used above to mean either the Organization did not offer the program during the current fiscal year, the Organization did not participate in the program during the current fiscal year, the program did not exceed the threshold for testing, or the program applies to a different type of local education agency.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are described in the accompanying Schedule of Findings and Questioned Costs as items 2024-002.

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the noncompliance findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be material weaknesses.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2024-002 to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

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Schedule of Findings and Questioned Costs
June 30, 2024

Highlands Community Charter and Technical Schools

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Highlands Community Charter and Technical Schools
Summary of Auditor's Results
Year Ended June 30, 2024

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major program	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)	No

Identification of major programs

Name of Federal Program or Cluster	Federal Financial Assistance Listing
Adult Education	84.002. 84.002A

Dollar threshold used to distinguish between type A and type B programs	$750,000
Auditee qualified as low-risk auditee?	No

STATE COMPLIANCE

Internal control over state compliance for programs	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for programs	Unmodified*

* Unmodified for all programs except for the following program which was qualified:

Name of Program
Unduplicated Local Control Funding Formula Pupil Counts

The following finding represents a material weakness related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. The finding has been coded as follows:

Five Digit Code	AB 3627 Finding Type
30000	Internal Control

2024-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for the design, implementation, and maintenance of internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This includes the posting of all material adjustments necessary to close the year and accurately reflect the activity of the Organization.

Condition

Communicating Internal Control Related Matters Identified in an Audit defines a material weakness and significant deficiency. According to these definitions, an internal control system design must include elements to accurately prepare financial statements without adjustments by the auditor.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

The condition was identified through inquiry with the Organization's personnel and also through the review of available Organization records related to accounts payable.

Cause

The restatement of accounts payable and adjustments of accounts payable were due to error in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Repeat Finding

Yes, see prior year finding 2023-001.

Recommendation

We recommend management, and those charged with governance, evaluate the internal control structure and consider changes as necessary that will ensure that the financial statements are free from potential material misstatements and allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Corrective Action Plan and Views of Responsible Officials

The Organization agrees that having an internal control system over monitoring accounts payable is an important part of the Organization's overall internal control process. The Organization has created processes to monitor and implement these controls.

None reported.

The following finding represents a significant material weakness and material instance of noncompliance including questioned costs that are required to be reported by the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. The finding has been coded as follows:

Five Digit Code	AB 3627 Finding Type
40000	State Compliance

2024-002 40000 – Unduplicated Local Control Funding Formula Pupil Count (Material Noncompliance)

Criteria or Specific Requirements

California Education Code Section 42238.02(b)(4) states that the charter should revise their submitted data on English learner, foster youth, and free or reduced-price meal eligible pupil counts to ensure the accuracy of data reflected in the California Longitudinal Pupil Achievement Data System (CALPADS).

Condition

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education (CDE) was inaccurate. The charter inaccurately reported eligibility status for two students selected for testing on English Learner designation on CALPADS Form 1.18 – FRPM/English Learner/Foster Youth – Student List.

Context

The condition was identified through a selection of California Innovative Career Academy students from Form 1.18, based on the criteria as stated on the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we selected a representative sample, to achieve a high level of assurance, from the students indicated as only English Learner (ADEL) identified under the ELAS Designation column and verify there is supporting documentation that indicates the student was eligible for the designation.

Cause

It appears that the condition identified has materialized as a result of the CALPADS system not being updated properly to reflect the change in designation for English learner.

Effect

As a result of our testing, it appears that the Charter did not accurately complete the "1.18 – FPRM/English Learner/Foster Youth – Student List" CALPADS report. The results of our testing have been documented as follows:

California Innovative Career Academy

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment to EL	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
6,162	5,866	0	(5)	6,162	5,861

Questioned Costs

The Charter opted to extrapolate the error, resulting in a total of 5 unduplicated pupil counts to be adjusted. The adjustment resulted in a decrease of $8,045 in local control funding formula funding. The estimated penalty was calculated using the CDE's audit penalty calculator.

Repeat Finding

Yes, see prior year finding 2023-001.

Recommendation

The Charter should ensure that students classified as English Learner proper reflect their designation in CALPADS by updating the students who have changed designations throughout the year.

Corrective Action Plan and Views of Responsible Officials

The Charter will update CALPADS throughout the year to ensure that the students' designations are accurately reflected in the system and matches English Learner status.

Highlands Community Charter and Technical Schools
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2024

Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Financial Statement Findings

2023-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for the design, implementation, and maintenance of internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This includes the posting of all material adjustments necessary to close the year and accurately reflect the activity of the Organization.

Condition

Communicating Internal Control Related Matters Identified in an Audit defines a material weakness and significant deficiency. According to these definitions, an internal control system design must include elements to accurately prepare financial statements without adjustments by the auditor.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

The condition was identified through inquiry with the Organization's personnel and also through the review of available Organization records related to receivables, right-of-use lease assets, and lease liabilities.

Cause

The restatement of receivables and the adjustments of right-of-use lease assets and lease liabilities were due to error in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Recommendation

We recommend management, and those charged with governance, evaluate the internal control structure and consider changes as necessary that will ensure that the financial statements are free from potential material misstatements and allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Current Status

Not implemented, see current year finding 2024-001.

Federal Awards Findings

None reported.

State Awards Findings

2023-002 40000 – Unduplicated Local Control Funding Formula Pupil Count (Material Noncompliance)

Criteria or Specific Requirements

In accordance with *Education Code* Sections 2574(b)(3)(c), 42238.02(b)(3)(B), and 41020, the Organization is required to maintain supporting documentation of students who had a designation of "Free" or "Reduced" on the "1.18 – FRPM/English Learner/Foster Youth - Student List" CALPADS report that indicates the student was eligible for the designation reported on the California Longitudinal Pupil Achievement Data System (CALPADS).

Condition

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the Highlands Community Charter School inaccurately reported eligibility for a total of 20 students for Free and Reduce students.

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the California Innovative Career Academy inaccurately reported eligibility for a total of 1 students for Free and Reduce students.

Questioned Costs

The Organization over claimed the total eligible pupils by 20 for Highlands Community Charter School, resulting in a decrease of approximately $15,226 in LCFF funding.

The Organization over claimed the total eligible pupils by 1 for California Innovative Career Academy, resulting in a decrease of approximately $1,871 in LCFF funding.

Context

The condition was identified through a selection of students from Form 1.18, based on the criteria as stated on the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we selected a representative sample, to achieve a high level of assurance, from the students indicated as only free or reduced priced meal eligible (FRPM) identified under the "NSLP Program" column and verify there is supporting documentation that indicates the student was eligible for the designation.

Cause

It appears that the condition identified has materialized as a result of the CALPADS system not being updated properly to reflect the change in designation of Free and Reduced students.

Effect

As a result of testing, it appears that the Organization did not update the "1.18 – FRPM/English Learner/Foster Youth – Student List" CALPADS report due to the following events occurring: CALPADS was not being updated due to students not turning in their lunch applications by October 3 resulting in the Organization using the prior year designation, the Organization has a policy that allows a ten day grace period before the student's new status is put in effect, and when the "1.18 – FRPM/English Learner/Foster Youth – Student List" was amended the Organization only updated pupils who changed to free and reduced, which did not take into consideration the pupils who changed their status to paid.

Highlands Community Charter School

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
13,725	13,560	0	(20)	13,725	13,540

California Innovative Career Academy

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
3,345	3,175	0	(1)	3,345	3,174

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Recommendation

The Organization should ensure that students classified as Free and Reduced properly reflect their designation in CALPADS by updating the students who have changed designations throughout the year.

Current Status

Not implemented, see current year finding at 2024-002.

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

AUGUST 5, 2025

FRANCIA ORDUNO ESQ.
ASSOCIATE ▪ ATTORNEY AT LAW
forduno@ymclegal.com

VIA EMAIL: SGUSTAFSSON@EIDEBAILLY.COM

Scott Gustafsson
Eide Bailly, LLP
10681 Foothill Blvd., Ste. 300.
Rancho Cucamonga, CA 91730

RE: Demand for Delivery of 2023-2024 Audit on Highlands Community Charter and Technical Schools

This letter shall serve as a formal demand, on behalf of Highlands Community Charter and Technical Schools ("Highlands" or the "School"), that Eide Bailly deliver its long overdue audit on the School, which has been outstanding since December 10, 2024. The audit covers the 2023-24 fiscal year. We are fast approaching eight (8) months past the deadline and Eide Bailly has yet to produce an audit report. Although a draft report was previously sent to the School, a final report was not issued. Your firm has told my client a number of different dates for when the audit report would be produced, but all of those dates have come and gone. **Your latest communication to the School indicates that you will produce a final audit on September 1, 2025, but this is unacceptable for the reasons explained below.**

Eide Bailly's continued failure to deliver an audit report has become an existential threat to Highlands that could cost Highlands hundreds of millions of dollars. This risk is not an exaggeration. Specifically, the Twin Rivers Unified School District (the "District") has served Highlands with a Notice of Violation for failing to produce a timely audit report. **Without Eide Bailly's prompt delivery of its audit report, Highlands cannot cure the District's Notice of Violation.** Should the School be unable to cure the Notice of Violation, the Governing Board of Twin Rivers Unified School District could revoke the charters of both schools operated by our nonprofit. We want to make clear to you that such an outcome would lead to catastrophic financial damages to Highlands and, in turn, damages for Eide Bailly if deemed the cause. A revocation would cause thousands of students to be tossed onto the street in the middle of the school year. This would not only be tragic for the students but would create a major public relations nightmare for your firm. Even the consideration of revocation would cause a very public airing of the failure by your firm to deliver a report at an open meeting of the District school board in front of the media. Every major media outlet in Sacramento is already covering this story.

In addition to the potential revocation and the total loss of state funding that would result from revocation, Highlands has received notice from the California School Finance Authority ("CSFA") that it stands to lose millions of additional dollars in funding. These funds are allocated to the School under the Charter School Facility Grant (SB 740) that reimburses Highlands for facilities leases.

The reason for this potential loss in funding is because the School is not in "good standing" while it has an unresolved Notice of Violation. The Notice of Violation pertains to your firm's failure to deliver an audit report for 2023-24. The inability to resolve the Notice of Violation is a direct consequence of Eide Bailly's failure to produce an audit for 2023-24 as required under our client's contract with you.

Time is of the essence for Eide Bailly to produce its long overdue report. Accordingly, to prevent any further financial loss to the School, Highlands respectfully demands that Eide Bailly deliver its audit report no later than August 15, 2025. We understand that you wanted an opportunity to have further review of your draft audit in light of the State Auditor's report, but you have had more than enough time to complete your due diligence, and our client has responded to all of your records requests. There simply is no excuse for these continued delays that are harming not only Highlands, but the general public that we serve.

For the avoidance of any doubt, this demand is not intended to influence Eide Bailly's potential findings, whatever they may be. The School is merely seeking the publication of Eide Bailly's audit report for 2023-24, with whatever findings you deem professionally appropriate, in an effort to prevent a further significant financial loss for the School through revocation or loss of SB 740 facilities reimbursement funding.

Failure to comply with this demand will force Highlands to pursue any and all legal remedies available, including but not limited to filing a complaint with the California Board of Accountancy for Eide Bailly's breach of professional responsibilities. A failure to provide the report will leave the School with no alternative because the School must demonstrate to its authorizing school district that it is taking all reasonable steps to ensure production of an audit report.

Regardless of any other issues between our client and Eide Bailly relating to prior audit periods, we urge you not to expand the issues of potential liability for your firm by continuing to fail to produce the audit report for 2023-2024.

Should you have any questions or concerns, please do not hesitate to contact me directly at (916) 646 –1400. Thank you for your prompt attention to this matter.

Sincerely,

LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

Francia Orduno
ATTORNEY AT LAW

4925-2581-1030, v. 9

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

September 3, 2025

Ryan DiGuilo
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/ Request for Information JLAC Audit Findings

Dear Mr. DiGuilo,

On August 15, 2025 TRUSD sent HCCTS a notice of concern/ request for information regarding the JLAC audit findings. HCCTS has drafted the following response.

If you have any additional questions or concerns, please do not hesitate to contact me at 1-(617)-823-9341 or via email at jonathan.raymond@hccts.org

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

1. **HCCTS "Received More than $180M in K-12 Funds for Which It Was Not Eligible"**

Highlands has appealed this finding and is actively working with the state to address discrepancies.

The state auditor's determination regarding HCCTS's eligibility to receive K–12 funding is based on the finding that HCCTS did not show sufficient evidence of enforcing the 80% attendance requirement. We acknowledge that while Highlands consistently offered a full instructional program and while we maintained primary attendance documentation in PowerSchool in accordance with CDE requirements, our ability to compel adult learners to meet the 80% threshold was a persistent challenge. In the 2025-2026 school year, HCCTS has adopted stricter attendance policies and we are confident these reforms will allow Highlands to fully meet and document evidence of the 80% requirement moving forward.

2. **HCCTS Had "Engaged in Wasteful Spending and Inappropriate Hiring Practices"**

We do not dispute this finding and are taking every available recourse to hold these parties responsible, with sweeping new policies and procedures in place to prevent future abuses. The California State Audit report on HCCTS was released on June 25, 2025 and identified 30 expenditures in question. Of them, the following did not have an educational purpose:

Item #	Concern	Expenditure Amount	Description	Corrective Action
1	Conflict of Interest	$1500 per month for two months	A director level employee initiated a contract with his wife for mentor services	HCCTS is seeking reimbursement
2	Gift of Public Funds	$8,750	Holiday blankets for students that HCCTS purchased from a	HCCTS has been reimbursed for this expenditure by the Never Too

			vendor whose spouse is a director level employee at HCCTS	Late Foundation
3	Gift of Public Funds	$137,900	Purchased 6,000 beanies, scarves, and gloves as holiday gifts for students	HCCTS has been reimbursed for this expenditure from The Never Too Late Foundation
4	Wasteful Spending-Learning Recovery Emergency Block Grant	$1.96 Million	Total cost, including lodging, travel, and food to provide professional development to HCCTS employees in San Diego in August 2023	HCCTS has eliminated non-instructional or non-compliance related travel and will hold all professional development activities locally
5	Wasteful Spending-Travel Expense	$2,600	Flight to Paris to attend a technology conference for an employee whose mother was a board member	HCCTS is seeking reimbursement
6	Wasteful Spending-Travel Expense	$80,000	Travel and registration for seven HCCTS employees and one consultant to attend the Independent Voter Project Conference in Maui	HCCTS has eliminated non-instructional or non-compliance related travel and will hold all professional development activities locally
7	Wasteful Spending-Travel Expense	$1,900	One of fourteen employees hotel stays at the	HCCTS has eliminated non-instructional

			Hilton Waterfront Beach Resort in Huntington Beach to attend a conference in Long Beach, 15 miles away from the hotel	or non-compliance related travel and will hold all professional development activities locally
8	Wasteful Spending-Contract	$4,500 for one month	Project management of an internal education game that lacked a clear purpose and deliverables, HCCTS spent a total of $147,500 on this vendor from 2020-2021 to 2022-2023	HCCTS has discontinued use of this tool and will not further implement it
9	Wasteful Spending-Contract	$60,000	Contract for student recruitment and awareness that lacked a clear statement of work or contract deliverables	HCCTS has developed a uniform vendor contract tied to deliverables and key performance metrics with regular performance monitoring
10	Wasteful Spending-Marketing Expense	$25,861	Sponsorship of Foothill High School Athletics with no proof that marketing occurred	HCCTS has adopted new approval processes for outside sponsorships
11	Wasteful Spending-Marketing Expense	$50,000	Donation to the Asian Pacific Islander Legislative	HCCTS has terminated these activities with new policies governing

			Caucus Foundation with no proof of specific marketing outcomes	outside expenditures that lack an educational purpose

In addition to addressing each specific case of fiscal mismanagement, HCCTS has new fiscal policies to ensure that these errors never happen again. The fiscal policies that have been strengthened are outlined below:

3100 BP Budget Development and Oversight Outlines the budget development and monitoring process, requiring Board approvals and defined roles for leadership to ensure fiscal transparency and compliance. It includes timelines for interim reports and disclosures to oversight agencies

3310 BP Purchasing and Vendor Selection Establishes procedures to ensure that public funds are spent appropriately by requiring fair vendor selection, competitive pricing, and a purchasing process with oversight, separation of duties, and multiple approvals in compliance with the Education Code

3350 BP Travel and Expense Reimbursement Establishes clear guidelines for travel reimbursements to ensure fiscal responsibility, requiring prior approvals, documentation, and adherence to mileage, per diem, and expense restrictions for HCCTS employees and Board members

3360 BP Gifts, Grants, and Bequests Outlines procedures for accepting donations to ensure transparency, alignment with HCCTS goals, and legal compliance, requiring Board approval for contributions above specified limits

3365 BP Distribution of Promotional Items Sets guidelines for distributing promotional items to ensure alignment with HCCTS's mission, branding, and budget oversight, requiring approval and tracking by the Director of Student Engagement and Fiscal Services

3410 BP Allowability of Costs Ensures all federal grant expenditures comply with Uniform Guidance by requiring pre-approval, justification aligned with grant objectives, and regular reviews to prevent unallowable costs and maintain accountability

3. **"Unqualified Teachers and Large Student Enrollment May Contribute to Poor Student Outcomes at HCCTS' Schools"**

Teacher Credentialing

HCCTS is committed to ensuring that all teachers have valid and appropriate teaching credentials. Until February 2025, Highlands operated with teachers holding valid Adult Education credentials issued by the California Commission on Teacher Credentialing (CTC). The CTC only clarified in 2025 that teachers needed K–12 single-subject credentials, not adult ed credentials, even when teaching adults. Once this shift was communicated, Highlands immediately began re-credentialing and restructuring staff. HCCTS is currently partnering with UMass Global to support teacher interns through their re-credentialing process.

Student Outcomes

Outcomes at Highlands must continue to improve, and we are committed to achieving that. We also believe the metrics used to measure success should reflect the unique mission of a public charter high school serving second-chance learners, most of whom are immigrants, refugees, or returning citizens with significant educational gaps. Traditional measures, such as the 4–5 year cohort graduation rate, tell only part of the story. For the 2025-2026 school year, HCCTS is taking the following actions which we believe will lead to significant improvements in student outcomes:

- Reduced class sizes to 25:1 at CICA and 30:1 at HCCS
- Implemented a new standards-aligned curriculum, SAVVAS
- Contracted with Schoolytics to improve the tracking and reporting to student outcomes
- Contracted with Edcite to deliver high-quality standards aligned assessments
- Began administering CAASPP assessments to ensure state compliance
- Tracking and reporting CASAS reading gains by student

These indicators better reflect the reality of our students' journeys. For example, for the 2023-2024 school year our 4-year cohort graduation rate was 2.8%, that same year our 1-year graduation rate was 32.1% and it increased to 55% for 2024-2025.

4. JLAC Audit Report's Outlined Recommendations, steps taken toward implementation and estimated timelines

JLAC Recommendation 10

To ensure that it is eligible to receive K-12 funding for its classroom-based instruction, Highlands should, by December 2025, implement a system that allows it to track how long its students are actually attending its classroom-based instruction.

HCCS has fully implemented this recommendation. On August 14, 2025, the first day of the 2025–2026 school year, HCCS implemented two five-period bell schedules, one for the morning and one for the evening. These five-period schedules provide greater structure throughout the school day and ensure accurate attendance tracking. Teachers are required to take attendance for each period throughout the day. HCCS uses its Student Information System (SIS), PowerSchool, to track attendance for each period in order to verify the length of time students spend in class receiving instruction at each school site.

Implementation Date: August 2025

JLAC Recommendation 11

To ensure that it is eligible to receive K-12 funding for its classroom-based instruction, Highlands should, by December 2025, establish a policy to structure its classroom-based courses in such a way that it provides classroom-based instruction for the duration of the class day as indicated in its bell schedules and requires its students to attend for the duration of the class day.

HCCS has fully implemented this recommendation. On August 14, 2025, HCCS implemented a master schedule with classroom-based instruction mandated for each of the five (5) periods. The expectation for students to stay for the whole day is clearly communicated in several ways. New Student Orientation for HCCS took place in August 2025 prior to the start of the school year, where students were given their schedules and student expectations. The 2025–2026 Student Handbook outlines attendance expectations on page 5. Consistent failure to adhere to attendance requirements will result in disenrollment, as

detailed in the HCCS Attendance SOP and in Board Policies 5111.5 Disenrollment and Involuntary Removal, 5113.1 Attendance Enforcement, and 5120 Satisfactory Academic Progress. HCCS is also drafting a comprehensive attendance SOP detailing expectations for student attendance. The HCCS Attendance SOP will be Board-approved and fully implemented by December 2025.

Implementation Date: August 2025

JLAC Recommendation 12

To avoid misreporting hours of attendance for those students who may rely on CalWORKs benefits, Highlands should, by September 2025, ensure that its policies and procedures for reporting student participation to county offices of human assistance for purposes of determining eligibility for assistance programs allow for and require accurate reporting.

HCCS is currently implementing this recommendation. Beginning September 10, 2025, HCCS will begin reporting student attendance hours to public assistance agencies for the 2025–2026 school year. Aligned with the newly drafted HCCS SOP Reporting to a Public Assistance Agency, HCCS will only report student attendance hours for which students were actively present in class, as verified through PowerSchool, its SIS. The maximum participation for each student each day is based on a five-period bell schedule for either the morning or evening. For the morning regular bell schedule, the maximum is 336 minutes per day or 5.5 hours. For the evening regular bell schedule, the maximum is 336 minutes or 5.5 hours per day. HCCS students will no longer receive attendance credit for homework. HCCS has met with representatives from Sacramento, Yolo, and Placer counties. Evidence of compliance with this policy will be available as the first reporting for the 2025–2026 school year will occur on September 10, 2025. In the six-month update, HCCS will supply all DHA reporting documents for September, October, November, and December as evidence of compliance.

Meeting Schedule
HCCTS & Department of Human Assistance for Sacramento, Yolo, and Placer Counties

December 18, 2024 at 3:30 pm

January 24, 2025 at 3:00 pm
February 28, 2025 at 4:00 pm
March 27, 2025 at 9:30 am
April 24, 2025 at 9:30 am
May 2, 2024 at 12:30 pm
May 23, 2024 at 2:00 pm
May 29, 2025 at 9:00 am
June 25, 2025 at 11:30 am
August 7, 2025 at 1:00 pm

Implementation Date: September 2025

JLAC Recommendation 13

To ensure that it reports accurate attendance information, Highlands should, by December 2025, create and implement written policies and procedures for how it reports ADA to CDE for funding, including details about which days should and should not be excluded.

HCCTS has partially implemented this recommendation with the goal of full implementation by December 2025. In the 2024–2025 school year, HCCTS started drafting detailed attendance policies and procedures to ensure clarity for students, teachers, community partners, our authorizer, and state agencies. These Attendance SOPs for HCCS and CICA will be presented to the HCCTS board in the Fall of 2025-2026. Policies already implemented, and detailed in the SOP, include the use of a single instructional track, elements of the academic calendar, and the use of a 20-day attendance calendar. The SOP also defines the conditions to be met for generating classroom-based attendance, including the requirement that students attend in person under the supervision of a credentialed teacher. For classroom-based and independent study programs, it is clearly stipulated that ADA can only be generated on scheduled instructional days per the academic calendar, and that students claimed for apportionment must reside within the school's service area.

Implementation Date: December 2025

JLAC Recommendation 14

To ensure that it reports accurate attendance information, Highlands should, by December 2025, create and implement written policies and

procedures that require maintaining documentation such as sign-in sheets that support the attendance it records in its attendance reporting system for HCCS.

HCCS has partially implemented this recommendation. In January 2025, HCCS mandated daily paper-based attendance sheets as a secondary verification for daily attendance in PowerSchool. Since then, every teacher in every classroom-based class is required to have a paper sign in sheet for all students in each period. These paper-based attendance records are stored and maintained for three years. These requirements are detailed in the draft of the HCCS Attendance SOP. HCCS teachers are required to use student rosters generated by PowerSchool for paper-based attendance documentation. Procedures for creating compliant attendance sheets are described in the HCCS Attendance SOP. Teachers are required to certify that each daily attendance roster is accurate. Procedures for corrections to attendance records are detailed in the HCCS Attendance SOP. Teachers are instructed to retain records in supplied attendance binders in a readily accessible manner. The retention of attendance records for a minimum of three years is mandated by Board Policy 3581: Data Retention and Record Management. All HCCS teachers were trained on these new policies and procedures during the 2024-2025 school year and during August professional development training days for the 2025-2026 school year. An attendance team has been established to pull attendance reports daily.

Implementation Date: December 2025

JLAC Recommendation 15

To ensure that it reports accurate attendance information, Highlands should, by December 2025, define what constitutes sufficient work products from CICA students and implement a policy ensuring that it only reports attendance for students who provide documentation for that work.

This recommendation is partially implemented. CICA now requires all student work samples to include the date completed, student name, and a grade or points assigned. CICA attendance procedures require that work samples be representative of work completed during the learning period. These policies will be detailed in the CICA Attendance SOP, currently in draft form, to be approved by December 2025. Board Policy 6158.2 mandates that content must be

aligned to grade-level standards substantially equivalent to in-person instruction. In order to ensure all work samples and attendance are accurate and compliant, CICA has hired a compliance team, including a Compliance Coordinator who oversees this process and ensures compliance with education code standards and HCCTS board policies.

Implementation Date: December 2025

JLAC Recommendation 16

To ensure that Highlands spends K-12 funding appropriately, Highlands should, by December 2025, implement policies and procedures that outline the allowable uses of public funding, criteria for assessing and selecting vendors, and a purchasing process that includes separation of duties and requirements for multiple approvals.

This recommendation is partially implemented. HCCTS has created a number of board policies to govern the use of public funds. Board Policy 3100 establishes a timeline for a transparent budget development process with defined roles for the Board of Directors, Executive Director, and Chief Business Official. Board Policy 3310 establishes criteria for selecting and assessing vendors, segregation of duties, and thresholds for purchases requiring Board approval for all purchases over $35,000. Additional board policies, including 3350 BP Travel and Expense Reimbursement, 3360 BP Gifts, Grants, and Bequests, and 3365 BP Distribution of Promotional Items, establish guardrails for the use of public funds. Board Policy 3410 establishes rules for the allowability of costs for federally funded programs.In order to maintain transparency, HCCTS' new Executive Director has instituted a policy of presenting all contracts for Board approval and providing monthly fiscal updates to the Board. HCCTS is continuing to update its fiscal policies and procedures. It will present a set of updated fiscal policies and procedures, including board policies and administrative regulations, for Board approval on September 4, 2025.

Implementation Date: September 2025

JLAC Recommendation 17

To ensure that it does not execute inappropriate or wasteful contracts, Highlands should, by December 2025, implement comprehensive

contracting policies and procedures that require multiple approvals, standardized contracting language, and proof of delivery of services.

This recommendation is partially implemented. In the 2024–2025 school year, HCCTS drafted a new Independent Contractor Template and MOU Template with standardized contracting language and requirements for proof of delivery of services. HCCTS Board Policy 3310 requires departments to obtain three competitive quotes for purchases over $100,000, which will be reviewed by the Fiscal Department. As of August 2025, all contracts for HCCTS are presented to the Board regardless of value. In September 2025 HCCTS will bring a comprehensive suite of updated fiscal policies forward for board approval.

Implementation Date: September 2025

CSA Recommendation 18

To ensure that it does not violate state laws prohibiting conflicts of interest, Highlands should, by December 2025, implement a policy to provide annual conflict of interest training to all designated staff members and implement procedures to prevent employees from entering into contracts in which they have a financial interest, such as with a spouse.

This recommendation is fully implemented. HCCTS 9270 BP Conflict of Interest Code requires that all Board members and all other employees involved in decision-making that may have an impact on financial interests participate in financial disclosures. All employees designated according to the Conflict of Interest Code receive annual training on their disclosure category and the appropriate filing of Form 700. Form 700 training was implemented on March 15, 2024, with the Board of Directors and all supervisory employees and will continue once per year.

Implementation Date: August 2025

JLAC Recommendation 19

To ensure transparency in its purchasing practices, Highlands should, by December 2025, revise its policies to require that all purchases and contracts over $115,000 be approved by the board. Highlands may

adjust the amount annually in accordance with the state superintendent's inflation-adjusted bid threshold amount.

This recommendation is fully implemented. On June 5, 2025, Highlands approved Board Policy 3310, which requires Board approval for all purchases and contracts over $100,000. However, to improve fiscal oversight and improve transparency, HCCTS is revising this spending limit and at the September 4, 2025 board meeting the updated 3310 is being recommended to change spending limits from $100,000 to $35,000. Furthermore, starting August 2025, it is the practice of the new Executive Director to bring all contracts before the Board regardless of value.

Implementation Date: August 2025

JLAC Recommendation 20

To ensure that it hires employees with proper qualifications for their roles, Highlands should, by December 2025, implement policies and procedures that formalize its hiring process, including deciding on a position's minimum qualifications before hiring begins, maintaining documentation of each step of the process for each candidate, standardizing the creation of job descriptions, implementing recruitment practices that include external and internal applicants, and standardizing the interview and job offer process.

This recommendation is partially implemented. Board Policy 4111 establishes formalized hiring practices including posting of all positions externally and internally, a multi-step interview process, and standardized interview questions with rubrics. In compliance with 4111 BP, Human Resources at Highlands has begun prescreening applicants through Edjoin, requiring that all applicants supply evidence of meeting requirements for each position. In addition, Administrative Regulation 4111.1 will be presented to the HCCTS Board for authorization on September 4, 2025. This regulation establishes a standardized system for requesting, reviewing, and approving staffing positions across HCCS and CICA. These procedures ensure that all staffing decisions align with organizational priorities, available resources, and compliance requirements. HCCTS has hired a Chief Operations Officer to ensure policies and procedures are in place and that all operations are in compliance. To assist with developing and implementing hiring policies and procedures,

HCCTS is hiring an independent contractor to ensure a comprehensive overhaul of all policies and procedures is fully implemented by January 2026.

Implementation Date: December 2025

JLAC Recommendation 21

To ensure that no current employee at Highlands has the power to influence the hiring of their relative, Highlands should, by December 2025, require job applicants to assert whether they are related to a current employee at Highlands and require job interviewers to assert that they are not related to the individual they are interviewing. It should also develop or revise its policies to prohibit employees from being involved in the hiring and interview process for their relatives.

This recommendation is fully implemented. On December 5, 2024, HCCTS approved Board Policy 4212.8, Anti-Nepotism and Employment of Relatives, which prohibits employees from participating in any hiring, promotion, evaluation, disciplinary, or related process involving a relative. Job applications now require all potential new employees to declare anyone within the organization who they currently know and current employees are not allowed to participate in the interview process for any family members or close personal friends.

Implementation Date: August 2025

JLAC Recommendation 22

To ensure that pay is assigned equitably and based on merit and performance, Highlands should implement policies by December 2025 to create a merit-based structure for devising its salary schedules, evaluating staff, assigning salaries and salary increases, and deciding on annual bonus amounts.

This recommendation is partially implemented. On February 20, 2025, HCCTS adopted Board Policy 4111.2, establishing a structured and equitable promotion process that recognizes demonstrated competence. In alignment with this policy, HCCTS will collaborate with an independent contractor to develop policies and procedures that ensure a fair and consistent pay structure. Additionally, HCCTS has implemented staff evaluations through the

third-party platform Frontline, providing a centralized system for storing and referencing all evaluations. To further support transparency and consistency, HCCTS has drafted Administrative Regulation 4111.1, which defines the procedures for staffing requests and approvals and will be presented to the HCCTS Board for authorization, September 4, 2025.

Implementation Date: December 2025

JLAC Recommendation 23

To prevent favoritism and pay inequity, Highlands should, by December 2025, implement a policy to adhere to its salary schedules and not allow executive management to approve increases outside of salary schedule limits.

This recommendation is partially implemented. Currently no employees at HCCTS have salaries that are outside of the salary schedule based on their job description. HCCTS's new Chief Operations Officer (COO) is currently reviewing all salaries to identify and address potential pay inequities and continuing to improve the process of determining starting salaries for all employees. The COO will work with an independent contractor to ensure that a comprehensive set of policies and procedures, including salary schedules and pay increases, is in place and fully implemented by January 2026.

Implementation Date: January 2026

JLAC Recommendation 24

To ensure that students receive a quality education from credentialed teachers, Highlands should, by December 2025, document and implement a process to ensure that its teachers are properly credentialed and appropriately assigned to classes, including ensuring that paraeducators do not teach classes.

This recommendation is fully implemented. On February 20, 2025, HCCTS approved Board Policy 4112.2, which requires all certificated employees to maintain valid and appropriate credentials. On July 2, 2025, HCCTS approved Board Policy 4112.21, which ensures that all staff hold valid credentials for the instructional settings to which they are assigned. On February 20, 2025, HCCTS approved Board Policy 4111, which requires credential verification for

all positions requiring certification during the hiring process. HCCTS has partnered with UMass Global to support teachers in obtaining single-subject credentials as mandated by the California Commission on Teacher Credentialing. On June 5, 2025, the HCCTS Board of Directors approved the contract with UMass Global. On May 15, 2025, HCCTS also approved and implemented Board Policy 4112.3, Teacher Credentialing Reimbursements, to support proper credentialing. HCCTS also reports teacher assignments, with documentation of appropriate credentialing, to TRUSD on a monthly basis.

Implementation Date: August 2025

JLAC Recommendation 25

To ensure that Highlands' instructors can provide students with a quality education through smaller class sizes, Highlands should, by December 2025, create a policy to establish an appropriate student-to-teacher ratio for its classroom-based instruction and calculate and monitor its ratios at both HCCS and CICA.

This recommendation is fully implemented. On June 5, 2025, the HCCTS Board of Directors approved Board Policy 6170, which outlines the Student-to-Teacher and Paraeducator Ratios at HCCS and CICA. HCCTS maintains the mandated 25:1 independent study Student-Teacher ratio for CICA. Student-Teacher ratios at HCCS are currently capped at 30:1.

Implementation Date: August 2025

JLAC Recommendation 26

To ensure transparency about its student outcomes and to avoid misleading its stakeholders, Highlands should implement a policy by December 2025 to comply with all School Accountability Report Card requirements, including the missing tables highlighted by CDE, and using the correct graduation rate methodology.

This recommendation is partially implemented. In the 2024–2025 school year, HCCTS overhauled its SARC to comply with recommendations from the CDE. The 2024–2025 SARC will comply with all requirements and will include the four- to five-year cohort graduation rates as reported on the California

Dashboard. HCCTS has contracted with Charter Impact to assist with the data collection and reporting. HCCTS is also in the process of hiring a Data Specialist to support these efforts.

Implementation Date: December 2025

JLAC Recommendation 27

To comply with state law and provide transparency about the effectiveness of the education it provides, Highlands should, by December 2025, implement procedures to require participation in the California Science Test annually.

On January 23, 2025, an LEA CAASPP Coordinator for HCCS was appointed. HCCS implemented CAST testing in the 2024–2025 school year. In 2025–2026, HCCS and CICA will implement CAST testing, with an LEA CAASPP Coordinator designated for the school year, and CAST incorporated into the 2025–2026 assessment calendar. The CAST assessment window for the 2025-2026 school year will be open from March 16, 2026 to April 30, 2026 for both HCCS and CICA.

Implementation Date: August 2025

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

SEPTEMBER 11, 2025

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Re: Highlands Community Charter and Technical Schools
Request for Delivery of Final 2023-2024 Audit Report

Dear Mr. Hartman,

Thank you for your response regarding our request for the delivery of Highlands Community Charter and Technical Schools' ("Highlands") 2023-24 audit. Since receiving your letter, dated August 15, 2025, our client has reviewed its own documentation on Eide Bailly's requests for information relating to the 2023-24 audit and found that, as of June 30, 2025, it had addressed every request on Eide Bailly's audit portal to the extent possible. The outstanding items in the portal include three duplicate requests, one request for information not in Highlands' possession or control, and two items regarding which our client submitted requests for clarification through the portal on June 26, 2024, and November 14, 2024, but received no response from Eide Bailly. Therefore, we must respectfully dispute your assertion that our client failed to respond to requests or otherwise contributed to Eide Bailly's delayed delivery of the final audit report.

Status of Responses to Information Requests

Specifically, in your previous letter, you stated that "Eide Bailly has undertaken substantial efforts to obtain the information necessary to support an unqualified opinion to no avail." Highlands staff provided the last set of documents, which the portal describes as revised P2 Attendance Reports requested June 27, 2025, on June 30, 2025, more than two months ago. (See Exhibit A, attached.)

Regarding the six outstanding requests listed in the portal, three requests concerned the same "2023-2024 certification regarding Arts and Music in Schools funds," a certification completed in the Principal Apportionment Data Collection ("PADC") portal of the California Department of Education ("CDE"). Our client believes that these requests are duplicative of

Request ID # 85, to which Highlands responded on May 1, 2024, and which Eide Bailly's team marked as "Accepted." For two other outstanding items ("Audit Planning Questionnaire" and "Net Asset Testing"), our client requested clarification but did not receive a response. (Exhibit A, lines 178-179, ID ## 7, 30.)

The final outstanding item in the information portal pertains to the State Audit Report and requests "State Auditor Independent Study Ratio calculations." The State Auditor has not shared the details of their Independent Study Ratio calculations with our client, so this request seeks records that Highland does not possess. While the audit itself is a public record, state law requires strict confidentiality that limits the State Auditor's ability to comment on any item not published in the State Audit Report. We have sought supporting evidence used by the State Auditor for their findings through a California Public Records Act request on August 19, 2025. (See Exhibit B, attached.) We have not received any responsive records at this time, and we cannot guarantee that the Auditor can or will make them available.

With that said, our client maintains that it has provided your audit team with access to all the Highlands records reviewed by the State Auditor. Highlands has diligently responded to all requests through the audit portal, as well as additional informal requests made via email. Based on the portal records, your team has had every opportunity to request and review additional information or records necessary to make its own professional judgments about compliance. Therefore, we conclude that the delayed delivery of Eide Bailly's audit cannot result from a lack of responsiveness on the part of our client.

Audit Disclosures

Separately, your team reached out to our office to see if there are any updates to our legal disclosures to the audit team. Among other things, the request sought updated information about any pending or threatened litigation, claims, and assessments with which we have been engaged but to which we have not devoted substantive attention. Since you have directed us to send all correspondence to you, we are providing our update to you here as opposed to responding directly to your audit team. We trust that you will pass this information on to your team immediately so that there are no further delays in the production of the audit report.

After the publication of the State Audit Report, the CDE issued a notice of exception to the school for the dollar amounts identified in the Report (see Exhibit C, attached). The school is vigorously contesting these claims. In the case of Highlands, the school filed a request for administrative review with the Education Audit Appeals Panel ("EAAP") and now intends to file a formal appeal. In the case of CICA, the school has filed a formal appeal with EAAP.

Given the precedent-setting nature of the legal and factual issues involved, we cannot accurately assess the likelihood of success for these appeals. If Highlands were to lose all issues

identified in the state audit and the state refused a reasonable settlement, the anticipated loss would equate to $7,435,445 for CICA and $178,965,128 for Highlands, or a total of $186,400,573. The school would remit the disallowed apportionment through withholding from future apportionment funding over a period of eight years. CDE has confirmed, however, that the exceptions cited in the attached letters do not account for the ADA revisions that Highlands submitted earlier this year. (See Exhibit D, attached.)

In addition to these claims related to the State Audit Report, please find attached a letter that our client dated August 15, 2025, which pertains to a claimed disallowance of WIOA-AEFLA funds for two prior fiscal years. (Exhibit E.) CDE has sought repayment of these funds as well, a total of $1,713,157. Highlands plans to seek a resolution with CDE directly on an informal basis. At this time, we cannot know for certain whether we can resolve the disallowance issue entirely. In a worst-case scenario, Highlands may need to repay all the WIOA-AEFLA funds claimed.

Highlands also received the results of a mold testing report on August 26, 2025, regarding the presence of mold at one of its school sites. Our client is still investigating the extent of the issues. One employee has filed a workers' compensation claim related to this issue. We expect that workers' compensation insurance will cover this claim. We are not aware of any other litigation on this issue, and at this early juncture, it is not possible to know the amount of potential financial risk. However, we disclose it out of an abundance of caution and in the interest of transparency in case there may be future unasserted claims relating to this issue from this or any other individual.

In addition to the above claims, we know of two active workers' compensation claims and four workers' compensation claims in the process of resolution and closure, all handled through WCF Insurance. We also know of one active litigation case for wrongful termination filed by a former employee, which will go to mediation in November, as well as two other pre-litigation employment matters. Jonathan Kim of Murphy, Pearson, Bradley, & Feeney, P.C., represents Highlands on these insured employment-related claims. Currently, we know of no other threatened or pending litigation against our client.

Request for Resolution

We wish to emphasize that we share your interest in a positive and collaborative resolution to this matter. We do not seek to influence the content of the audit or any findings. Yet, our primary goal and priority must remain the protection of our client's best interests. Without receipt of the final audit report from Eide Bailly, Highlands risks millions of dollars in potential penalties. That liability will increase with each month of additional delay. Therefore, we must renew our request that Eide Bailly complete its contractual obligation to provide our client with the timely independent audit that Highlands expected to receive eight months ago.

Because Eide Bailly previously provided Highlands with a draft copy of its audit report, we have reason to believe that the team has completed its work. While we understand that the audit team previously wished to perform additional testing because of the state audit, our client has responded to all requests as fully as possible. Given the information available to us, we find the ongoing delay in delivery difficult to understand. Please advise immediately as to any specific records or information not yet produced by our client that your audit team now finds necessary for completion of their work.

Highlands has collaborated patiently with your team for over a year because it agrees that an unqualified audit would be ideal if that is possible. If Eide Bailly believes it cannot produce an unqualified audit in short order, our client wishes to ask for more clarity on the language that would appear in a qualified audit. We would also ask for a reasonable timeline in which your team would feel comfortable issuing an unqualified audit. This information will help our client to better determine how to proceed. Please advise so that our client may make an informed decision.

We appreciate your efforts to get this audit wrapped up, and we look forward to collaborating with you to ensure that your team can deliver Highlands' final audit report without further delay. Please do not hesitate to reach out should you have any questions or concerns.

Sincerely,

Law Offices of Young,
Minney & Corr, LLP

Erin G. Simonitch
Attorney at Law

4914-1225-7632, v. 9

Draft 10/8/25

Financial Statements
June 30, 2024

Highlands Community Charter and Technical Schools

(Operating: Highlands Community Charter School #1674 and California Innovative Career Academy #2072)

Draft 10/8/25

Highlands Community Charter and Technical Schools

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June 30, 2024

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Independent Auditor's Report

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on the Audit of the Financial Statements

Disclaimer of Opinion

We were engaged to audit the financial statements of the Highlands Community Charter and Technical Schools (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We do not express an opinion on the accompanying financial statements of the Organization. Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on these financial statements.

Basis for Disclaimer of Opinion

The Organization recognizes Local Control Funding Formula as its primary source of revenue. The Organization was unable to provide adequate support for the Second Period (P2) and Annual (PA) reports of attendance submitted to the California Department of Education to support its recording of this source of revenue. The absence of adequate documentation and reconciliations prevented us from obtaining sufficient audit evidence related to these revenue amounts recorded in the financial statements. As a result of this matter, we were unable to determine whether any adjustments might have been necessary for related amounts included in the statement of financial position and the statements of activities, functional expenses, and cash flows.

Substantial Doubt About the Entity's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared under the assumption that the Organization will continue as a going concern. As disclosed in Note 9 to the financial statements, the Organization has received a report from the California State Auditor that potentially impacts both current and future funding, resulting in substantial doubt regarding the Organization's ability to continue operating. Management's evaluation of these events and conditions, and management's plans regarding these matters are also described in Note 9. The financial statements do not include any adjustments that may result from the outcome of this uncertainty. Our disclaimer of opinion is not modified in respect to this matter.

Correction of an Error

As discussed in Note 8 to the financial statements, certain errors resulting in an understatement of amounts previously reported for accounts payable and expenses as of and for the year ended June 30, 2023, were discovered by management of the Organization during the current year. Accordingly, an adjustment has been made to net assets as of July 1, 2023, to correct the error. Our disclaimer of opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our responsibility is to conduct an audit in accordance with auditing standards generally accepted in the United States of America and to issue an auditor's report. However, because of the matter described in the Basis for Disclaimer of Opinion section of our report, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on these financial statements.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit.

Supplementary Information

We were engaged for the purpose of forming an opinion on the financial statements that collectively comprise the Organization's financial statements. The Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*, and other supplementary information on pages 19-26 are presented for purposes of additional analysis and are not a required part of the financial statements. Because of the significance of the matters described in the Basis for Disclaimer of Opinion section of our report, it is inappropriate to, and we do not express an opinion on this information.

Other Information

Management is responsible for the other information included in the financial statements. The other information comprises the Local Education Agency Organization Structure but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

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In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated _____, 2025 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Rancho Cucamonga, California
_____, 2025

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Highlands Community Charter and Technical Schools
Statement of Financial Position
June 30, 2024

Assets	
Current assets	
Cash	$ 47,720,201
Receivables	24,681,067
ERC receivable	3,698,515
Prepaid expenses	11,553,298
Total current assets	87,653,081
Non-current assets	
Security deposit	321,181
Property and equipment	2,289,902
Operating lease right-of-use asset	21,037,274
Finance lease right-of-use asset	38,343
Total non-current assets	23,686,700
Total assets	$ 111,339,781
Liabilities	
Current liabilities	
Accounts payable and accrued liabilities	$ 26,923,660
Refundable advance	87,192
Current portion of operating lease liability	6,583,137
Current portion of finance lease liability	38,343
Total current liabilities	33,632,332
Long-term liabilities	
Operating lease liability, less current portion	15,901,513
Total liabilities	49,533,845
Net Assets	
Without donor restrictions	51,195,644
With donor restrictions	10,610,292
Total net assets	61,805,936
Total liabilities and net assets	$ 111,339,781

See Notes to Financial Statements

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Highlands Community Charter and Technical Schools
Statement of Activities
Year Ended June 30, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues			
Local Control Funding Formula	$ 145,404,656	$ 1,720,706	$ 147,125,362
Federal revenue	-	2,109,495	2,109,495
Other state revenue	2,408,816	11,665,012	14,073,828
Local revenues	1,655,301	-	1,655,301
Net assets released from restrictions	16,491,170	(16,491,170)	-
Total support and revenues	165,959,943	(995,957)	164,963,986
Expenses			
Program services	127,776,000	-	127,776,000
Management and general	28,350,832	-	28,350,832
Total expenses	156,126,832	-	156,126,832
Change in Net Assets	9,833,111	(995,957)	8,837,154
Net Assets, Beginning of Year	54,179,158	11,606,249	65,785,407
Prior Period Adjustment (Note 8)	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	41,362,533	11,606,249	52,968,782
Net Assets, End of Year	$ 51,195,644	$ 10,610,292	$ 61,805,936

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Highlands Community Charter and Technical Schools
Statement of Functional Expenses
Year Ended June 30, 2024

	Program Services	Management and General	Total Expenses
Salaries	$ 49,101,391	$ 5,312,628	$ 54,414,019
Employee benefits	6,879,138	2,105,900	8,985,038
Payroll taxes	11,654,822	-	11,654,822
Fees for services	6,110,802	17,545,142	23,655,944
Advertising and promotions	1,829,726	-	1,829,726
Office expenses	3,353,559	2,922,934	6,276,493
Information technology	12,934,088	-	12,934,088
Occupancy	14,048,888	209,560	14,258,448
Travel	2,899,796	-	2,899,796
Interest	3,364	-	3,364
Depreciation and amortization	-	254,668	254,668
Amortization of right-of-use asset	63,189	-	63,189
Insurance	489,120	-	489,120
Other expenses	166,350	-	166,350
Capital outlay	15,301,408	-	15,301,408
Instructional materials	1,425,029	-	1,425,029
District oversight fees	1,515,330	-	1,515,330
Total functional expenses	$ 127,776,000	$ 28,350,832	$ 156,126,832

See Notes to Financial Statements

Draft 10/8/25

Highlands Community Charter and Technical Schools
Statement of Cash Flows
Year Ended June 30, 2024

Operating Activities	
Change in net assets	$ 8,837,154
Adjustments to reconcile change in net assets to net cash from (used for) operating activities	
Depreciation and amortization expense	254,668
Finance lease amortization	63,189
Changes in operating assets and liabilities	
Receivables	9,377,077
Prepaid expenses	(9,804,285)
Security deposits	(113,157)
Accounts payable and accrued liabilities	7,431,342
Refundable advance	(1,984)
Operating lease assets and liabilities	992,209
Net Cash from (used for) Operating Activities	17,036,213
Investing Activities	
Purchases of property and equipment	(125,000)
Financing Activities	
Principal payments on finance leases	(63,189)
Net Change in Cash	16,848,024
Cash, Beginning of Year	30,872,177
Cash, End of Year	$ 47,720,201
Supplemental Cash Flow Disclosure	
Cash paid during the year in interest	$ 3,364

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Highlands Community Charter and Technical Schools (the Organization) is a California not-for-profit organization. During the fiscal year ended June 30, 2024, the Organization operated two charter schools, Highlands Community Charter School and California Innovative Career Academy.

Highlands Community Charter School petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on July 1, 2014, and currently serves approximately 9,069 students.

California Innovative Career Academy petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on June 27, 2019, and currently serves approximately 3,180 students. California Innovative Career Academy opened on August 12, 2019.

The mission of the Organization is serving the unserved, by providing the education for a high school diploma to students, along with elective courses leading to a Certificate of Completion in one of the Organization's Career and Technical Education courses, thereby giving students all of the tools necessary to obtain a livable wage job, and a future for themselves and their family. The Organization offers students additional courses and time beyond the required schedules listed in the Schedule of Instructional Time.

Basis of Accounting

The accompanying financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At June 30, 2024, the Organization had approximately $50,935,184, in excess of FDIC-insured limits.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2024 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Property and Equipment

Property and equipment additions over $5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2024.

Right-of-Use Leased Assets and Liabilities

Right-of-use leased assets and the related liabilities are recognized at the lease commencement date and represent the Organization's right-of-use an underlying asset and lease obligations for the lease term. Right-of-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-of-use leased assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2024.

Functional Allocation of Expenses

The financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include salaries, employee benefits, fees for services, office expenses, and occupancy, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization, including other related entities noted above, is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash	$ 47,720,201
Receivables	24,681,067
Less: net assets with donor restrictions	(10,610,292)
Total	$ 61,790,976

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2024:

Leasehold improvements	$ 1,547,496
Building	1,016,493
Computer and equipment	1,226,610
Total property and equipment	3,790,599
Less accumulated depreciation and amortization	(1,500,697)
Total	$ 2,289,902

Note 4 - Leases

The Organization leases certain real property for the operations of the charter school and equipment at various terms under long-term non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2028 and provide for renewal options ranging from 1 year to 5 years. The Organization includes in the determination of the right-of-use assets and lease liabilities any renewal options reasonably certain to be exercised. The Organization's operating lease provides for increases in future minimum annual rental payments. Additionally, the operating lease agreement requires the Organization to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. If the implicit rate is not readily determinable from the lease, the Organization estimates an applicable incremental borrowing rate. The incremental borrowing rate is estimated using the Organization's applicable borrowing rates and the contractual lease term.

The Organization has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Organization elected the practical expedient to not separate lease and non-lease components for real property and equipment leases.

Total lease costs for the year ended June 30, 2024 were as follows:

Operating lease cost	$ 9,064,309
Finance lease cost	66,553
Interest expense	3,364
Amortization of right-of-use assets	63,189

The following table summarizes the supplemental cash flow information for the year ended June 30, 2024:

Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	$ 8,072,100
Operating cash flows from finance leases	66,553
Right-of-use assets obtained in exchange for lease liabilities	
Operating leases	$ 2,317,117

The following summarizes the weighted-average remaining lease term and weighted-average discount rate:

Weighted-average remaining lease term	
Operating leases	3.45 Years
Finance leases	0.53 Years
Weighted-average discount rate	
Operating leases	5.00%
Finance leases	5.00%

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of June 30, 2024:

	June 30, 2024	
	Operating	Finance
2025	$ 7,236,985	$ 38,822
2026	7,619,222	-
2027	7,877,643	-
2028	1,491,631	-
2029	120,972	-
Total lease payments	24,346,453	38,822
Less interest	(1,861,803)	(479)
Present value of lease liabilities	$ 22,484,650	$ 38,343

Note 5 - Net Assets

Net assets consist of the following at June 30, 2024:

Net assets with donor restrictions	
Subject to expenditure for specified purpose	
State programs	$ 10,610,292

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors for the year ended June 30, 2024.

Net assets released from donor restrictions	
Satisfaction of purpose restrictions	
Federal programs	$ 2,109,495
State programs	14,381,675
Total nets assets released from donor restrictions	$ 16,491,170

Note 6 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS).

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2024, are summarized as follows:

	STRP Defined Benefit Program	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	19.10%	19.10%
Required state contribution rate	10.828%	10.828%

Contributions

Required member, the Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2024, are presented above and the Organization's total contributions were $4,436,840.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of $1,486,339 (10.828% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Social Security

Public sector employees who are not members of their employer's existing retirement system (CalSTRS) are covered by social security or an alternative plan. The Organization has elected to use the social security as its alternative plan.

401(a) Tax Deferred Annuity Plan

The Organization sponsors a tax-deferred annuity plan (the Plan) qualified under IRC Section 401(a) covering substantially all classified employees. The Plan provides that employees who have attained the age of 21 and completed one year of service may voluntarily contribute six percent of their earnings to the Plan, up to the maximum contribution allowed by the IRS. Employer contributions are discretionary and are determined and authorized by the Board of Directors each plan year. During the year ended June 30, 2024, the Organization made contributions of 12%, resulting in contributions to the Plan of $3,213,018.

Note 7 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

The Organization applied for and received loan forgiveness from the SBA on its PPP loan of $2,973,000. In accordance PPP loan requirements, the Organization is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Organization is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

The Organization's credit filings remain open for potential examination by the Internal Revenue Service through the statute of limitations, which has varying expiration dates extending through 2027. Any disallowed claims resulting from such examinations could be subject to repayment to the federal government.

Note 8 - Restatement of Prior Year Net Assets

The Organization has restated the beginning net assets to reflect an increase in accounts payable for the year ending June 30, 2023, due to a correction of an error. As a result of the error corrections related to an overpayment that should have been recorded in the prior year as a payment due to California Department of Education, amounts previously reported for the changes in net assets in the 2023 financial statements decreased by $12,816,625. The following is the effect of the restatement on beginning net assets:

Net Assets - Beginning, as previously reported on June 30, 2023	$ 65,785,407
Accounts payable	(12,816,625)
Net Asset - Beginning, as Restated on July 1, 2023	$ 52,968,782

Note 9 - Going Concern Consideration

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. The organization has experienced significant uncertainty regarding its primary revenue funding source, which has resulted in a lack of sufficient financial support and liquidity concerns. These conditions raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued.

Management is actively updated and implemented the attendance policies and attendance procedures to ensure compliance with laws and legislation to mitigate the impact of this uncertainty. However, there can be no assurance that managements plan will generate sufficient resources to meet current obligations as they become due, which brings substantial doubt. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Note 10 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through _____, 2025, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

Subsequent Event Disclosure – California State Agency Audit Report

On June 24, 2025, the California State Auditor released a report detailing significant compliance failures at Highlands Community Charter and Technical Schools (Highlands), a nonprofit charter school operating under the Twin Rivers Unified School District. The audit concluded that Highlands inappropriately received approximately $177 million in K–12 funding during fiscal years 2022-2023 and 2023-2024, despite failing to meet eligibility requirements under state law.

Key findings included:

- Highlands did not offer the required instructional time or maintain verified attendance documentation.
- The school served adult students but received K–12 funding through a partnership with a Workforce Innovation and Opportunity Act (WIOA) organization.
- Additional overpayments of $5 million were identified due to inaccurate average daily attendance reporting.
- The audit uncovered wasteful spending, including luxury travel and questionable contracts, and highlighted poor oversight by Twin Rivers and other agencies.
- As a result of these findings, the state has disallowed the $177 million in funding, which may lead to clawbacks, legal actions, and policy reforms affecting charter school funding and oversight statewide.

Although this event occurred after the financial statement date, management has evaluated its potential impact on the Organization's operations and financial position. If the Organization has exposure to California charter school contracts, education-related funding, or regulatory compliance tied to WIOA partnerships, this event may influence future risk assessments and revenue projections.

At this time, the Organization cannot reasonably estimate the financial impact of this event. However, management believes that disclosure is warranted to ensure the financial statements are not misleading.

Draft 10/8/25

Supplementary Information
June 30, 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter and Technical Schools
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education			
Passed Through California Department of Education			
Adult Education - Adult Basic Education and ELA	84.002A	14508	$ 1,573,132
Adult Education - Adult Secondary Education	84.002	13978	179,661
Subtotal			1,752,793
School Improvement (CSI) Funding for LEAs	84.010	15438	356,702
Total U.S. Department of Education			2,109,495
Total Federal Financial Assistance			$ 2,109,495

See Notes to Supplementary Information

Draft 10/8/25

Highlands Community Charter and Technical Schools
Schedule of Average Daily Attendance
Year Ended June 30, 2024

Highlands Community Charter School

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	5,736.23	5,870.01
Classroom Based ADA		
Ninth through twelfth	5,736.23	5,870.01

California Innovative Career Academy

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	2,869.86	2,722.94
Classroom Based ADA		
Ninth through twelfth	2,869.86	2,722.94

Highlands Community Charter and Technical Schools
Schedule of Instructional Time
Year Ended June 30, 2024

Highlands Community Charter School

Grade Level	1986-1987 Minutes Requirement	2023-2024 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grade 12									
Track A	64,800	65,880	-	65,880	N/A	224	-	224	Complied
Track B	64,800	77,083	-	77,083	N/A	201	-	201	Complied
Track C	64,800	69,622	-	69,622	N/A	182	-	182	Complied

California Innovative Career Academy

Grade Level	Total Days Offered	Status
Grade 12		
Track A	224	Complied
Track B	201	Complied
Track C	182	Complied

See Notes to Supplementary Information

Draft 10/8/25

Highlands Community Charter and Technical Schools
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2024

Summarized below are the net asset reconciliations between the Unaudited Actual Financial Report and the audited financial statements.

	Highlands Community Charter School	California Innovative Career Academy
Net Assets		
Balance, June 30, 2024, Unaudited Actuals	$ 47,774,472	$ 22,135,591
Increase in		
Accounts payable	(2,868,079)	(5,236,048)
Balance, June 30, 2024, Audited Financial Statements	$ 44,906,393	$ 16,899,543

See Notes to Supplementary Information

Draft 10/8/25

Highlands Community Charter and Technical Schools
Combining Statement of Financial Position
June 30, 2024

	Highlands Community Charter School	California Innovative Career Academy	Total
Assets			
Current assets			
Cash	$ 15,397,263	$ 32,322,938	$ 47,720,201
Receivables	20,673,545	4,007,522	24,681,067
ERC receivable	3,065,252	633,263	3,698,515
Prepaid expenses	9,809,728	1,743,570	11,553,298
Total current assets	48,945,788	38,707,293	87,653,081
Non-current assets			
Security deposit	321,181	-	321,181
Property and equipment	2,289,902	-	2,289,902
Lease right-of-use asset	16,393,726	4,643,548	21,037,274
Finance lease right-of-use asset	38,343	-	38,343
Total non-current assets	19,043,152	4,643,548	23,686,700
Total assets	$ 67,988,940	$ 43,350,841	$ 111,339,781
Liabilities			
Current liabilities			
Accounts payable	$ 5,678,898	$ 21,244,762	$ 26,923,660
Refundable advance	43,596	43,596	87,192
Current portion of lease liability	5,010,832	1,572,305	6,583,137
Current portion of finance lease liability	38,343	-	38,343
Total current liabilities	10,771,669	22,860,663	33,632,332
Long-term liabilities			
Lease liability, less current portion	12,310,878	3,590,635	15,901,513
Total liabilities	23,082,547	26,451,298	49,533,845
Net Assets			
Without donor restrictions	37,033,255	14,162,389	51,195,644
With donor restrictions	7,873,138	2,737,154	10,610,292
Total net assets	44,906,393	16,899,543	61,805,936
Total liabilities and net assets	$ 67,988,940	$ 43,350,841	$ 111,339,781

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Combining Statement of Activities
Year Ended June 30, 2024

	Highlands Community Charter School		California Innovative Career Academy		
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues					
Local Control Funding Formula	$ 100,327,336	$ 1,147,246	$ 45,077,320	$ 573,460	$ 147,125,362
Federal revenue	-	1,335,144	-	774,351	2,109,495
Other state revenue	1,577,980	10,077,362	830,836	1,587,650	14,073,828
Local revenues	271,653	-	1,383,648	-	1,655,301
Net assets released from restrictions	13,407,426	(13,407,426)	3,083,744	(3,083,744)	-
Total support and revenues	115,584,395	(847,674)	50,375,548	(148,283)	164,963,986
Expenses					
Program services	81,477,448	-	46,298,552	-	127,776,000
Management and general	22,957,825	-	5,393,007	-	28,350,832
Total expenses	104,435,273	-	51,691,559	-	156,126,832
Change in Net Assets	11,149,122	(847,674)	(1,316,011)	(148,283)	8,837,154
Net Assets, Beginning of Year	25,884,133	8,720,812	28,295,025	2,885,437	65,785,407
Prior Period Adjustment (Note 8)	-	-	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	25,884,133	8,720,812	15,478,400	2,885,437	52,968,782
Net Assets, End of Year	$ 37,033,255	$ 7,873,138	$ 14,162,389	$ 2,737,154	$ 61,805,936

See Notes to Supplementary Information

Note 1 - Purpose of Supplementary Schedules

Schedule of Expenditures of Federal Awards

Basis of Presentation
The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2024. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Summary of Significant Accounting Policies
Expenditures reported in the schedule are reported on the accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate
The Organization has not elected to use the ten percent de minimis cost rate.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *California Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Draft 10/8/25

Combining Statement of Financial Position and Combining Statement of Activities

The combining statement of financial position and combining statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the combining statement of financial position and combining statement of activities are for activities between the Organization and related entities.

Draft 10/8/25

Other Information
June 30, 2024

Highlands Community Charter and Technical Schools

Draft 10/8/25

Highlands Community Charter and Technical Schools
Local Education Agency Organization Structure (Unaudited)
June 30, 2024

ORGANIZATION

The Organization operates two schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2024, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Highlands Community Charter School	1674	Twin Rivers Unified School District	June 30, 2027	9-12	9,069
California Innovative Career Academy	2072	Twin Rivers Unified School District	June 30, 2027	9-12	3,180

BOARD OF DIRECTORS

MEMBER	OFFICE	TERM EXPIRES
Ernie Daniels	Corporate President	June 14, 2026
Matt Powers	Corporate Secretary	March 6, 2027
Sonja Cameron	Corporate Treasurer	January 5, 2025
Sharon Rocco	Member	April 3, 2027
Rick Jones	Member	April 3, 2027
Mellonie Yang	Member	January 5, 2025
Mary DeChance	Member	December 6, 2026
Mike Reid	Member	August 2, 2026
Sondra Betancourt	Member	December 31, 2024

ADMINISTRATION

NAME	TITLE
Murdock Smith	Executive Director
Matthew Lemos	Director of Fiscal Services

Draft 10/8/25

Independent Auditor's Reports
June 30, 2024

Highlands Community Charter and Technical Schools

Draft 10/8/25

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards)*, the financial statements of Highlands Community Charter and Technical Schools (the Organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated _____, 2025.

In our report, our opinion on the financial statements of the Organization, as discussed in the Basis for Disclaimer of Opinion in the report on the financial statements. The Organization recognizes Local Control Funding Formula as its primary source of revenue. During the audit, the Organization was unable to provide adequate support for the Second Period (P2) and Annual (PA) reports of attendance submitted to the California Department of Education to ensure its primary source of revenues. The absence of adequate documentation and reconciliations prevented us from verifying the amounts recorded in the financial statements. As a result of this matter, we were unable to determine whether any adjustments might have been found necessary for the amounts included in the statement of financial position, the statement of activities, functional expenses, and cashflows.

Correction of an Error

As discussed in Note 8 to the financial statements, certain errors resulting in an understatement of amounts previously reported for accounts payable and expenses as of and for the year ended June 30, 2023, were discovered by management of the Organization during the current year. Accordingly, an adjustment has been made to net assets as of July 1, 2023, to correct the error. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item 2024-001 and 2024-002 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Organization's Responses to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's responses to the findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's responses were not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

Draft 10/8/25

Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Organization's major federal program for the year ended June 30, 2024. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Draft 10/8/25

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

Draft 10/8/25

Independent Auditor's Report on State Compliance and on Internal Control Over Compliance

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance

Qualified and Unmodified Opinions on State Compliance

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the requirements specified in the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2024.

Qualified Opinion on Attendance and Nonclassroom-Based Instruction/Independent Study

In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024.

Unmodified Opinion on Each of the Other Programs

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024, except as described in the accompanying Schedule of Findings and Questioned Costs.

Basis for Qualified and Unmodified Opinions

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Matters Giving Rise to Qualified Opinion on Attendance and Nonclassroom-Based Instruction/Independent Study

As described in the accompanying Schedule of Findings and Questioned Costs, the Organization did not comply with requirements regarding attendance and nonclassroom-based instruction/independent study as described in the accompanying Schedule of State Compliance Findings and Questioned Costs as items 2024-003 and 2024-004.

Compliance with such requirements is necessary, in our opinion, for the Organization to comply with the requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.

- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	Not Applicable
Teacher Certification and Misassignments	Not Applicable
Kindergarten Continuance	Not Applicable
Independent Study	Not Applicable
Continuation Education	Not Applicable
Instructional Time	Not Applicable
Instructional Materials	Not Applicable
Ratio of Administrative Employees to Teachers	Not Applicable
Classroom Teacher Salaries	Not Applicable
Early Retirement Incentive	Not Applicable
GANN Limit Calculation	Not Applicable
School Accountability Report Card	Not Applicable
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Not Applicable
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Not Applicable
District of Choice	Not Applicable
Home to School Transportation	Not Applicable
School Districts, County Offices of Education, and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Not Applicable
Career Technical Education Incentive Grant	Yes
Expanded Learning Opportunities Program	Yes
Transitional Kindergarten	Not Applicable

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

The term "Not Applicable" is used above to mean either the Organization did not offer the program during the current fiscal year, the Organization did not participate in the program during the current fiscal year, the program did not exceed the threshold for testing, or the program applies to a different type of local education agency.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying Schedule of Findings and Questioned Costs as items 2024-003 and 2024-004, to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Draft 10/8/25

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the noncompliance findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the responses.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

Draft 10/8/25

Schedule of Findings and Questioned Costs
June 30, 2024

Highlands Community Charter and Technical Schools

Draft 10/8/25

Highlands Community Charter and Technical Schools
Summary of Auditor's Results
Year Ended June 30, 2024

FINANCIAL STATEMENTS

Type of auditor's report issued	Disclaimer
Internal control over financial reporting	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	Yes

FEDERAL AWARDS

Internal control over major program	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)	No

Identification of major programs

Name of Federal Program or Cluster	Federal Financial Assistance Listing
Adult Education	84.002. 84.002A

Dollar threshold used to distinguish between type A and type B programs	$750,000
Auditee qualified as low-risk auditee?	No

STATE COMPLIANCE

Internal control over state compliance for programs	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for programs	Unmodified *

* Unmodified for all programs except for the following programs which were qualified

Name of Program
Attendance
Nonclassroom-Based Instruction/Independent Study

The following findings represent material weaknesses related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. The findings have been coded as follows:

Five Digit Code	AB 3627 Finding Type
30000	Internal Control
60000	Miscellaneous

2024-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for designing, implementing, and maintaining internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This responsibility includes posting all material adjustments necessary to accurately close the year and reflect the Organization's financial activity.

Condition

Per the guidance in Communicating Internal Control Related Matters Identified in an Audit, a material weakness or significant deficiency exists when the internal control system lacks the necessary elements to prepare financial statements accurately without auditor-initiated adjustments.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

This condition was identified through inquiries with Organization personnel and a review of records related to accounts payable.

Cause

The prior period restatement and current year adjustments to accounts payable were due to errors in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Repeat Finding

Yes, see prior year finding 2023-001.

Recommendation

We recommend that management and those charged with governance evaluate the current internal control structure and implement any necessary enhancements to ensure the financial statements are free from potential material misstatements. The internal controls should enable management and staff, in the normal course of their duties, to prevent, or detect and correct, misstatements in a timely manner.

Corrective Action Plan and Views of Responsible Officials

The Organization agrees that having an internal control system over monitoring accounts payable is an important part of the Organization's overall internal control process. The Organization has created processes to monitor and implement these controls.

2024-002 60000 – Going Concern (Material Weakness)

Criteria or Specific Requirements

Financial statement preparers have a responsibility to evaluate whether there is substantial doubt about the Organization's ability to continue as a going concern for 12 months beyond the financial statement date.

Condition

As discussed in Note 9 to the financial statements, the Organization has experienced significant uncertainty regarding its primary revenue funding source, which has resulted in a lack of sufficient financial support and liquidity concerns. These conditions raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued.

Questioned Costs

No questioned costs were identified in relation to this condition.

Context

This condition was noted during final year-end audit procedures and was supported by a report issued by the California State Auditor. The report states that the Organization is ineligible to receive K–12 funding due to noncompliance with applicable laws and regulations. K–12 funding represents approximately 89% of the Organization's total revenue and is its primary funding source.

Effect

The Organization is heavily reliant on K–12 funding to sustain operations. In the absence of new revenue sources and the inability to generate sufficient cash flow, there is substantial doubt about the Organization's ability to continue as a going concern.

Cause

The Organization is experiencing significant uncertainty regarding its primary revenue source, which could result in a lack of sufficient financial support and liquidity concerns.

Repeat Finding.

No.

Recommendation

The Organization should regularly monitor its budget against actual results to maintain fiscal solvency. It must also develop a robust stabilization plan with clear corrective actions and expenditure controls that build reserves beyond the state's minimum requirement. This financial cushion will help absorb future operational uncertainties. Additionally, ongoing cash flow analysis is essential to ensure the Organization can meet its obligations until the stabilization plan is fully implemented.

Corrective Action Plan and Views of Responsible Officials

Management has considered the potential impact of clawbacks, reputational risk, and regulatory changes stemming from this event. While the full financial effect cannot be reasonably estimated at this time, these developments raise substantial doubt about the Organization's ability to continue as a going concern.

Management is actively evaluating mitigation strategies, including:

- Reviewing contractual obligations and funding sources.
- Engaging with legal counsel and regulatory advisors.
- Exploring alternative revenue streams and cost containment measures.

Draft 10/8/25

None reported.

The following findings represent material weaknesses and material instances of noncompliance including questioned costs that are required to be reported by the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. The findings have been coded as follows:

Five Digit Code	AB 3627 Finding Type
10000	Attendance
40000	State Compliance

2024-003 **10000 – Attendance (Material Weakness and Noncompliance)**

Criteria or Specific Requirements

Pursuant to California *Education Code* Section 43600 requires the Organization to maintain accurate and auditable records of pupil attendance to support apportionment claims. Attendance must be documented in a manner that allows reconciliation between detailed monthly records and summary-level reports submitted for apportionment purposes.

Condition

The Organization was unable to reconcile the summary-level Average Daily Attendance (ADA) reported in the Principal Apportionment Data Collection (PADC) system with the monthly attendance testing records maintained at the school site level. Discrepancies were noted in the apportionment totals for the attendance month tested. Specifically, the ADA reported in the PADC system did not align with the monthly attendance testing records maintained at the site level.

Cause

The discrepancies appear to stem from inadequate internal controls over attendance reporting processes, inconsistent documentation practices, and lack of staff training on attendance accounting procedures.

Effect

Failure to reconcile attendance records may result in inaccurate apportionment claims, potentially leading to audit exceptions, fiscal penalties, and misallocation of state funding under the Local Control Funding Formula (LCFF).

Questioned Costs

The questioned costs is undetermined pending further reconciliation and review of attendance records. The Organization should conduct a detailed analysis to quantify any potential overstatement or understatement of ADA.

Repeat Finding

No.

Recommendation

The Organization should enhance its procedures for reviewing attendance reports to ensure accuracy and compliance. A comprehensive reconciliation should be performed between the monthly attendance testing data and the summary-level ADA reports. The reviewer must verify that the P-2 attendance reports are compiled using the correct attendance summary reports and confirm that the data reflected in the ADA summary spreadsheet matches the Organization's attendance system records. Additionally, the Organization should strengthen internal controls, standardize attendance documentation practices, and provide targeted training to staff responsible for attendance accounting.

Corrective Action Plan and Views of Responsible Officials

When the Organization is submitting ADA data to the CDE, it will regenerate all monthly reports from the Organization's attendance system to ensure that the ADA recorded on its summary spreadsheet still agrees to that shown on the regenerated report so that submission of ADA is accurate. The corrective actions outlined above are already underway, and the Organization is committed to ensuring accurate and compliant attendance reporting moving forward.

2024-004 **40000 – Nonclassroom-Based Instruction/Independent Study (Material Weakness and Noncompliance)**

Criteria or Specific Requirements

In accordance with California Code of Regulations (CCR), Title 5, Section 11704, charter schools offering independent study programs must maintain a pupil-to-teacher ratio that does not exceed:

- The ratio of average daily attendance (ADA) to full-time equivalent (FTE) certificated employees for all other educational programs in the largest unified school district within the same county or counties, or
- A fixed ratio of 25:1, whichever is lower.

Condition

Through review of the Organization's independent study ratio calculation, it was noted that the Organization's independent study ratio exceeded the calculated comparative ratio, resulting in the Organization's reporting of 260.80 excess ADA on the Second Period Report of Attendance.

Draft 10/8/25

Questioned Costs

The overstatement of 260.80 ADA units led to an estimated overclaim of approximately $4,573,217 in apportionment funding. This estimate was calculated using the California Department of Education's LCFF Derived Value of ADA by Grade Span.

Context

The condition was identified through review of the Organization's independent study ratio calculation and supporting records.

Effect

The Organization overclaimed 260.80 ADA on its Second Period Report of Attendance, resulting in an estimated penalty as follows:

Grade Span	Independent Study Excess ADA	Derived Value of ADA by Grade Span	Penalty
9-12	260.80	$ 17,535.34	$ 4,573,217

Cause

The Organization has experienced growth in its independent study program. The Organization did not monitor its internal staffing requirements to maintain the required ADA to FTE ratio.

Repeat Finding

No.

Recommendation

The Organization should periodically monitor its independent study ratio to ensure compliance with the comparative ratio of ADA to FTE. Alternatively, the Organization may consider revising its current agreement with teachers to allow for an increase in the ratio specifically for the independent study program.

Draft 10/8/25

Corrective Action Plan and Views of Responsible Officials

The Organization will implement ongoing monitoring of its independent study pupil-to-teacher ratios to ensure compliance with applicable regulations. Adjustments to excess Independent Study ADA will be made, as necessary, during both the Second Period (P-2) and Annual Attendance Reporting cycles.

Additionally, the Organization will regularly evaluate staffing levels within the program to maintain appropriate ratios and prevent future discrepancies.

Draft 10/8/25

Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Financial Statement Findings

2023-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for the design, implementation, and maintenance of internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This includes the posting of all material adjustments necessary to close the year and accurately reflect the activity of the Organization.

Condition

Communicating Internal Control Related Matters Identified in an Audit defines a material weakness and significant deficiency. According to these definitions, an internal control system design must include elements to accurately prepare financial statements without adjustments by the auditor.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

The condition was identified through inquiry with the Organization's personnel and also through the review of available Organization records related to receivables, right-of-use lease assets, and lease liabilities.

Cause

The restatement of receivables and the adjustments of right-of-use lease assets and lease liabilities were due to error in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Recommendation

We recommend management, and those charged with governance, evaluate the internal control structure and consider changes as necessary that will ensure that the financial statements are free from potential material misstatements and allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Current Status

Not implemented, see current year finding 2024-001.

Federal Awards Findings

None reported.

State Awards Findings

2023-002 40000 – Unduplicated Local Control Funding Formula Pupil Count (Material Noncompliance)

Criteria or Specific Requirements

In accordance with *Education Code* Sections 2574(b)(3)(c), 42238.02(b)(3)(B), and 41020, the Organization is required to maintain supporting documentation of students who had a designation of "Free" or "Reduced" on the "1.18 – FRPM/English Learner/Foster Youth - Student List" CALPADS report that indicates the student was eligible for the designation reported on the California Longitudinal Pupil Achievement Data System (CALPADS).

Condition

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the Highlands Community Charter School inaccurately reported eligibility for a total of 20 students for Free and Reduce students.

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the California Innovative Career Academy inaccurately reported eligibility for a total of 1 students for Free and Reduce students.

Questioned Costs

The Organization over claimed the total eligible pupils by 20 for Highlands Community Charter School, resulting in a decrease of approximately $15,226 in LCFF funding.

The Organization over claimed the total eligible pupils by 1 for California Innovative Career Academy, resulting in a decrease of approximately $1,871 in LCFF funding.

Context

The condition was identified through a selection of students from Form 1.18, based on the criteria as stated on the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we selected a representative sample, to achieve a high level of assurance, from the students indicated as only free or reduced priced meal eligible (FRPM) identified under the "NSLP Program" column and verify there is supporting documentation that indicates the student was eligible for the designation.

Cause

It appears that the condition identified has materialized as a result of the CALPADS system not being updated properly to reflect the change in designation of Free and Reduced students.

Effect

As a result of testing, it appears that the Organization did not update the "1.18 – FRPM/English Learner/Foster Youth – Student List" CALPADS report due to the following events occurring: CALPADS was not being updated due to students not turning in their lunch applications by October 3 resulting in the Organization using the prior year designation, the Organization has a policy that allows a ten day grace period before the student's new status is put in effect, and when the "1.18 – FRPM/English Learner/Foster Youth – Student List" was amended the Organization only updated pupils who changed to free and reduced, which did not take into consideration the pupils who changed their status to paid.

Highlands Community Charter School

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
13,725	13,560	0	(20)	13,725	13,540

California Innovative Career Academy

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
3,345	3,175	0	(1)	3,345	3,174

Draft 10/8/25

Recommendation

The Organization should ensure that students classified as Free and Reduced properly reflect their designation in CALPADS by updating the students who have changed designations throughout the year.

Current Status

Implemented.

Date	From	To	Purpose of the correspondance
3/20/2024	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Starting the audit process.
9/30/2024	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Finalize the IRS data and start the audit process sooner
11/22/2024	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Is TRUSD approving the extestion request for HCCTS?
11/22/2024	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	TRUSD approving the extension date
11/13/2025	Matthew Lemos (HCCTS)	Tonya Holmes (CDE), Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Extension request until 02/15/2025
12/2/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Recommended requesting an extension until March 15,2025
12/5/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Extension granted by TRUSD until 1/15/2025 to avoid delays in CICA's functioning
12/9/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Sent FTE samples, PS class logs, and EE update
12/9/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Sent ADA report foe Melanie
12/23/2024	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Due date 1/13/2025, check in if anything else is needed
1/13/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	TRUSD approved the extension request until 02/15/25
1/14/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	HCCTS will to notify TRUSD when audit is complete
2/12/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	The final report is under review
2/21/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	Check in on the ETA for the Audit report
2/21/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	Report delayed until next week
2/21/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	Update received
02/27/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD), Jonathan Clement (EB) &Scott Gastafsson (EB)	Draft expected to be received tomorrow.
02/27/2025	Kate Ingersoll (TRUSD),	Matthew LemosJonathan Clement (EB) &Scott Gastafsson (EB)	Waiting on the report.
02/27/2025	Bill McGuire (HCCTS)	Matthew Lemos (HCCTS), Kate Ingersoll (TRUSD) &Jonathan Clement (EB)	Spoke with Jerry Simmons (YMC), their letter to auditors is still under review.
02/28/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Kate Ingersoll (TRUSD) &Bill McGuire (HCCTS)	2/28 draft deadline missed; expected by Tuesday or Wednesday next week, with final to
02/28/2025	Kate Ingersoll (TRUSD),	Matthew Lemos (HCCTS), Jonathan Clement (EB) &Bill McGuire (HCCTS)	Received the updated timeline.
03/05/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) &Scott Gastafsson (EB)	Sent over all the audits HCCTS is currently undergoing.
03/05/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) &Scott Gastafsson (EB)	Report under review, needs consultation with the national office, which will add time.
03/13/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) &Scott Gastafsson (EB)	Checking if TRUSD has been notified.
03/14/2025	Jonathan Clement (EB)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS),Bill McGuire (HCCTS) &Scott Gastafsson (EB)	Notified TRUSD the delay is on their end, not HCCTS's.
03/18/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD) & Matthew Lemos (HCCTS)	Check in on the update and expected date of completion
03/18/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE) & Matthew Lemos (HCCTS)	HCCTS has requested an extension, and TRUSD is currently reviewing it
03/18/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD) & Matthew Lemos (HCCTS)	Checking in on the reason for the delay
03/19/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE) & Matthew Lemos (HCCTS)	A letter was sent to HCCTS on 3/19/2025
03/28/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Checking in on the timeline of the audit.
03/28/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Report still under review draft expected next week.
04/07/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	A letter was sent to HCCTS on 4/7/2025
04/25/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	A letter was sent to HCCTS on 4/24/2025
04/17/2025	Matthew Lemos (HCCTS)	Scott Gastafsson (EB), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	HCCTS received Notice of concern requesting the audit by April 18.
04/17/2025	Scott Gastafsson (EB)	Matthew Lemos (HCCTS), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	Report under review will be sent by the end of next week, April 28th.
04/17/2025	Maryana Mazayak (HCCS)	Matthew Lemos (HCCTS, Scott Gastafsson (EB), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	Request for the updated timeline and reason for the extension.
05/02/2025	Sayema Khateer (HCCS)	Matthew Lemos (HCCTS) &Melissa Roberson (HCCTS)	Update on the report that is due on 05/05/2025
05/02/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB), Sayema Khateer (HCCS) &Melissa Roberson	Added Jonathan for the update on the draft
05/02/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Sayema Khateer (HCCS) &Melissa Roberson (HCCTS)	Draft will be sent on Monday or Tuesday, no later than the end of the week.
05/02/2025	Melissa Roberson (HCCTS)	Matthew Lemos (HCCTS) & Jonathan Clement (EB)	If we can't make the May 5 deadline, we need to notify TRUSD.
	Melissa Roberson (HCCTS)	Matthew Lemos (HCCTS)	Notified TRUSD that the report would be late and forwarded Jonathan's email.
05/05/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Finalizing the audit. Folllow-up questions
05/05/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Diana Gonsalves (HCCTS)	Added Diana Gonsalves to answer the follow-up questions
05/06/2025	Diana Gonsalves (HCCTS)	Jonathan Clement (EB) & Matthew Lemos (HCCTS)	Responded to the questions
05/06/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) & Diana Gonsalves (HCCTS)	Requesting an update on ERC not received & Leo Family loan repayment schedule
05/06/2025	Diana Gonsalves (HCCTS)	Jonathan Clement (EB) & Matthew Lemos HCCTS)	ERC not received. Leo Family loan schedule is pending
05/09/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Kate Ingersoll (TRUSD)	Update of the timeline
05/09/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) & Kate Ingersoll (TRUSD)	Draft of financial statements for 23-24 sent. Final due date 05/15/2025
05/12/2025	Bill McGuire (HCCTS)	Jonathan Clement (EB)& Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Issues with the draft
05/12/2025	Jonathan Clement (EB)	Bill McGuire (HCCTS),Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Will update the report with those changes
05/12/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) &Bill McGuire (HCCTS)	Request of SEIDs for students identifies in the UPP testing
05/13/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Bill McGuire (HCCTS)	SEIDs Sent
05/09/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Status update on the audit that was due 05/05/2025
05/12/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	TRUSD received the audit draft on 5/5/25. The final report is expected by 5/15/25
05/15/2025	Keith Smith (CDE)	Kate Ingersoll(TRUSD)	Check in on the due date of the report
05/15/2025	Kate Ingersoll(TRUSD)	Keith Smith (CDE)	Report not recived. TRUSD will sent a letter to HCCTS
05/22/2025	Jonathan Clement (EB)	Bill McGuire (HCCTS),Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Report under review; deadline extended to May 30.
05/22/2025	Kate Ingersoll(TRUSD)	Keith Smith (CDE), Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Final report will be sent by the end of the month
05/30/2025	Keith Smith (CDE)	Kate Ingersoll(TRUSD)	Conform that the final report will be sent on 05/30/2025
05/30/2025	Matthew Lemos (HCCTS)	Keith Smith (CDE),Kate Ingersoll(TRUSD), Jonathan Clement (EB)Tonya Holmes (CDE), Sharmila Laporte (SCOE), Melissa Roberson (HCCTS)	Added Jonathan Clement from Eide Bailly to provide an update

Date	Time	Attendees	Location	Purpose of the Meeting
03-31-2023	1:30 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Eide Bailly Audit Introduction
04-11-2023	3:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Planning
04-26-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
05-10-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
05-24-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
06-21-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
06-29-2023	12:00 PM	Doc Smith, Matthew Lemos, Eide Bailly	555 Capitol Mall Sacramento, CA 95814	HCCS Eide Bailly Audit Site Visit
06-29-2023	2:30 PM	Doc Smith, Matthew Lemos, Eide Bailly	1111 Howe Ave Sacramento, CA 95825	CICA Eide Bailly Audit Site Visit
07-05-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
08-02-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
08-16-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
08-24-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Board of Director Meeting
08-30-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
09-27-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
09-27-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Follow-up
10-11-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
10-25-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
11-08-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
11-22-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
05-09-2024	10:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Check-in
05-16-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
05-28-2024	12:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Meeting
05-30-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
06-06-2024	12:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Highlands Connect
06-13-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
06-27-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
07-11-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
08-05-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
08-14-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
08-22-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-05-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-19-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-20-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	ISR Review with Matthew
10-03-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
06-13-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
06-27-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
07-11-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
08-05-2024	2:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Highlands Check-in
08-14-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
08-22-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-05-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-19-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-20-2024	10:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	ISR Review with Matthew
10-03-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
10-03-2024	1:30 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Highlands ISR Connect
10-11-2024	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Highlands ISR Meeting
10-17-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
10-31-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
11-14-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
12-12-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
01-14-2025	2:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Highlands Connect with Matthew
01-16-2025	2:00 PM	Matthew Lemos & Eide Bailly	Phone Call	Highlands/ Eide Bailly Call
01-31-2025	Not Avaliable	Matthew Lemos & Jonathan Clement	Phone Call	Audit Follow-up
02-24-2025	Not Avaliable	Matthew Lemos & Jonathan Clement	Phone Call	Audit Follow-up
04-18-2025	Not Avaliable	Matthew Lemos & Jonathan Clement	Phone Call	Audit Follow-up
04-28-2025	Not Avaliable	Matthew Lemos & Jonathan Clement	Phone Call	Audit Follow-up
06-06-2025	Not Avaliable	Matthew Lemos & Jonathan Clement	Phone Call	Audit Follow-up
06-06-2025	1:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	P-Annual Report Data

EXHIBIT "A"

Highlands Community Charter School (216117)

Highlands Community Charter and Technical Schools 2024-06 Annual Audit

ID	Name	Description	State	Created Date	Accepted Date	Fulfilled By	Accepted By	Provided Comments
1	Journal Entry Samples	Please provide the purchase orders, invoices, shipping doc's journal entry backup and any other backup detail related to the JE samples below.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
2	Board minutes 07-01-2023 through 02/29/2024	Please provide the board meeting minutes for this time period. If the board meeting minutes (not just agendas) are located on the organizations website you can check this request as complete.	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Minutes can be found here: https://hccs.hccts.org/apps/pages/23-24
3	New Board Member Bio	New Board members - If there are any new board members as of July 1, 2023 please provide a short bio for each new board member	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Mike Reid:\nI\'m Mike Reid, a Board Member for Highlands. I\'ve been an educator for over 38 years. In my career, I\'ve served as a teacher, Vice-Principal, Principal, and Schools Superintendent. I\'ve had the opportunity to assist and be honored with recognition for 3 California Distinguished Schools. My journey in charter schools has spanned over 9 years, overseeing a new charter school and serving as the Learning Analyst for another. \nI was blessed with the opportunity to serve as a consultant for the state of Hawaii for almost three years focusing on school academic improvement.\n\nIt is an honor to serve the staff and community at Highlands.

4	Contact Info for Board President	Provide the following information for the board president or the board member assigned with communication with the audit partner: > Name > Title > Email	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Ernie Daniels, Natasha Lutsik : erniedaniels7@gmail.com and 916-761-6301
5	1st Interim report	Please provide 1st Interim report in PDF for each charter school	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
6	2nd Interim Report	Please provide 2nd Interim report in PDF for each charter school	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
8	General Ledger Detail	Please provide in excel a general ledger detail for the organization for the 23-24 fiscal year to date.	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
9	Board minutes for 03/01/2024 through the date of fieldwork		Accepted	03/20/2024	08/06/2024		Joshua Spoon	Natasha Lutsik : Board minutes can be found here: https://hccs.hccts.org/apps/pages/23-24
10	Attorney Listing	Provide a listing of all attorneys used by the Organization please include: 1. Address 2. Email 3. Contact person	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson	
11	List of Board Members	2023-2024 board member listing, title, along with current term beginning and end dates. Note: These will be the board members presented on the final audit report as of June 30. Please ensure that this information is as of June 30, 2024, as well as any resignations that occurred shortly before and after.	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson	
12	Terminated Employees	Provide a list of all terminated employee within the June 30, 2023, fiscal year. EB will select an employee and will request the last paycheck to ensure that the calculation was accurate.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	

13	Employee Changes	Provide a list of all employees that have had changes to the pay for the June 30, 2024, fiscal year. Please note that auditor will need the employee contract for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
14	New Employees	Provide a list of all new employees within the June 30, 2023, fiscal year. Please note that auditor will need the employee contract for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
15	Salary and Hour Employees	Provide a list of all salary and hourly employees. Please note that auditor will need the employee contract, time sheets, and any form used to track vacation and or sick time for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
16	Payroll Registers	Please provide payroll registers for the months of October 2023, January 2024, and February 2024	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
17	Bargaining Unit Agreements	Current bargaining unit agreements effective for the June 30, 2024, fiscal year	Accepted	03/20/2024	06/26/2024		Joshua Spoon	Gracyn Ortiz : N/A, Matthew Lemos : Not Applicable.
18	Bank Reconciliations and Statements	Bank reconciliations and bank statements for the months of October 2023, January 2024, and February 2024.	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	Heather Crowley : East West Bank Accounts were not yet open in October, so there are only Jan/Feb statements for that account.
19	List of Credit Cards	Provide a list of all credit cards that the organization had during the June 30, 2024, fiscal year as well as the authorized holder of each credit card.	Accepted	03/20/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	
20	List of Bank Accounts	Listing of all bank accounts (account number and branch address) and authorized signers, updated from the prior year. Please indicate if there were any new accounts or accounts closed during 2023 fiscal year	Accepted	03/20/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	

21	Deposit sample	Please provide a deposit slip from a school site which is approved by the Site Principle/Personnel and by the Financial Staff at the district office(Director of Fiscal).	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
22	Revenue Sample	Please provide the GL detail, deposit backup and grant letter matching from any revenue received from the County in the 23-24 school year. Please include proof of review by Director of Fiscal.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
23	Travel Expense Sample	Please provide any expense related to Travel. Include the invoice, travel reimbursement request, receipts and approvals for the related to the travel expenses.	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
24	Credit Card Sample	Please provide the invoice, purchase order, receiving documents and any approval documentation backup for any credit card transaction that took place during the 23-24 school year.	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
25	Capital Asset Spending Sample	Please provide the property and equipment asset expenditure list.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
26	Disposed Asset testing	Please provide the disposed asset list for the 23-24 school year.	Accepted	05/06/2024	06/11/2024		Jordan Evans	
27	WIP Testing	Please provide the Work in Progress(WIP) schedule for the 23-24 year end.	Accepted	05/06/2024	06/11/2024		Jordan Evans	Heather Crowley : See #136 - Fixed asset schedule
28	Prepaid Testing	Please provide the prepaid expense roll forward and the prior year schedule(22-23 year) for prepaid expenses.	Accepted	05/06/2024	05/28/2024	Heather Crowley	Scott Gustafsson	
29	Debt Testing	Please provide the debt schedule which includes amortizations and payment schedules for the 23-24 school year. Also include the approvals from management of the provided schedules.	Accepted	05/06/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	
31	P2 Report	Provide P2 ADA report (Original and revised if applicable)	Accepted	03/20/2024	06/28/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Hello. Please provide the PDF from the PADC Website. We have attached last year\'s P2 Information for reference.

32	P2 Backup	Provide backup documentation utilized to prepare the P2 ADA report	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Is there any more of a breakout on a granular level of how the ADA is determined. Typically we verify the apportioned days per student and confirm that the proper divisor is used based off the academic calendar. If possible, can the backup include the number of apportioned days per student as well as a breakout of the date ranges in each Attendance Month?\nIf need be, we might need to break the backup down by track if multiple tracks exist.
33	Monthly Attendance Summary	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
34	Monthly Attendance Detail	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : the CICA Detail does not seem to tie to the summary. The Summary showing a Month 2 Apportionment of 59095 while the Detail indicates 61492. Which is accurate. I also notice that the Month 2 is just August, which is strange as most Attendance Months tend to include portions of other months. Are we certain these details are pulling from Attendance Month 2 and not just August?
35	List of teachers for 2023-2024 fiscal year		Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
36	Attendance Code Key	Attendance code key for each school site if all the schools are using different codes. If they are using the same codes then we will only need one	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
37	Independent Study Policy	Please provide the independent study board policy pursuant to Education Code Section 51747	Accepted	03/20/2024	06/24/2024	Matthew Lemos	Joshua Spoon	

38	Independent Study Summary	Please provide Monthly Attendance Summary Report Month 2 for each charter school for independent Study	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	Matthew Lemos : Joshua, I know there was some back and forth on month 2, please let me know if this works.
39	Independent Study Detail	Please provide Monthly Attendance Detail Reports Month 2 for each charter school for independent study	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
40	Independent Study Teachers	List of teachers for all school sites for the 2023 fiscal year that provide independent study program. (Please separate Long-Term Teachers versus Short-Term Teachers.)	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
41	School Calendar	2023-2024 calendar	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson	
42	Unduplicated 1.18	Please provide a certified 1.18 Report for school (Please provide in excel format for sorting purposes) 1.18 - FRPM/ English Learner/ Foster Youth - Student List Report Please note a sample will be selected from the following populations: > Only EL student, > Only free and reduced students > student who are both EL and F&R	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
43	Unduplicated - EL Reclassification Criteria	Please provide the EL reclassification criteria.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
44	Educator Effectiveness	Please provide the Charter's spending plan for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
45	Educator Effectiveness	Please provide the corresponding board minutes/agenda for the date that the plan was presented in a public meeting of the governing board.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
46	Educator Effectiveness	Please provide the corresponded board minutes/agenda for the date that the plan was adopted.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
47	Educator Effectiveness	Please provide the Charter's expenditure report submitted to CDE for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	

48	Educator Effectiveness	Please provide documentation indicating that the expenditure report was submitted prior to September 30, 2024	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
49	Local Control and Accountability Plan	2023-2024 Local Control and Accountability Plan in PDF	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
50	ELOG - Expenses	Please provide a detail of expense charged to the program by charter school for resource 7425 and 7426	Accepted	03/20/2024	05/10/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : No expenses in FY 2023-24.
51	Expanded Learning Opportunities Program (ELO-P)	LEA's Expanded Learning Opportunities Program Plan that has been updated or revised for the 2023-2024 school year.	Accepted	03/20/2024	05/06/2024		Jonathan Clement	Gracyn Ortiz : We do not receive ELO-P funding.
52	CICA - LCAP Planning	Please provide the following if applicable: 1. Date(s) of presentation to Parent Advisory Committee (EC 52062(a)(1) or 52068(a)(1)) 2.Date(s) of presentation to English Learner Parent Advisory Committee (ELPAC), if applicable (EC 52062(a)(2) or 52068(a)(2)) 3.Date(s) of Superintendent's notification to public regarding the regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(a)(3) or 52068(a)(3)) 4.Date of public meeting to adopt the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(b)(2) or 52068(b)(2))	Accepted	05/06/2024	06/14/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
53	CICA - LCAP Planning	Please provide the 24-25 LCAP.	Accepted	05/06/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
54	Independent Study Ratio	Calculation and supporting documentation	Accepted	05/30/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
55	P2 Report	Provide P2 ADA report (Original and revised if applicable)	Accepted	03/20/2024	06/28/2024	Matthew Lemos	Joshua Spoon	

56	P2 Backup	Provide backup documentation utilized to prepare the P2 ADA report	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Is there any more of a breakout on a granular level of how the ADA is determined. Typically we verify the apportioned days per student and confirm that the proper divisor is used based off the academic calendar. If possible, can the backup include the number of apportioned days per student as well as a breakout of the date ranges in each Attendance Month?\nIf need be, we might need to break the backup down by track if multiple tracks exist.
57	Monthly Attendance Summary	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
58	Monthly Attendance Detail	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	08/06/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Hi there. The Dates are perfect. However, what I wanted to select Student Absences are indications of Code 901. This detail does not possess that., Joshua Spoon : Hello. I have been able to select samples for most of the schools, but did not get the Code 901 for North Laguna 2. Please provide them
59	List of teachers for 2023-2024 fiscal year		Accepted	03/20/2024	06/24/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Can I get this split out by Site? We will be selecting teachers from the specific sites for testing.
60	Attendance Code Key	Attendance code key for each school site if all the schools are using different codes. If they are using the same codes then we will only need one	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	

61	Absent Notes or Phone Logs	Please provide phone logs and or absent notes within the attendance system for Month 2 for the following Sites: Auburn Folsom 2 Garden Grove 2 Hemlock 2 Hillsdale Howe Maple Marconi 2 North Laguna North Laguna 2	Accepted	03/20/2024	07/01/2024		Joshua Spoon	
62	Missing Teacher Attendance Report	Please provide an attendance report showing all the teachers that haven't taken attendance during the Month 2 for the following schools. Auburn Folsom 2 Garden Grove 2 Hemlock 2 Hillsdale Howe Maple Marconi 2 North Laguna North Laguna 2	Accepted	03/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : The listing of Screenshots indicates when the Missing Attendance Was Taken, but not the date it was for. Is there any way I can get that information to determine what I need to select?, Joshua Spoon : I have attached a worksheet consolidating the supports provided. Please fill in the empty cells with the appropriate information.
63	Independent Study Policy	Please provide the independent study board policy pursuant to Education Code Section 51747	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
64	Independent Study Summary	Please provide Monthly Attendance Summary Report Month 2 for each charter school for independent Study	Accepted	03/20/2024	06/25/2024		Joshua Spoon	
65	Independent Study Detail	Please provide Monthly Attendance Detail Reports Month 2 for each charter school for independent study separated by school site	Accepted	03/20/2024	06/25/2024		Joshua Spoon	

66	Independent Study Teachers	List of teachers for each school site for the 23/24 fiscal year that provide independent study program. (Please separate Long-Term Teachers versus Short-Term Teachers.)	Accepted	03/20/2024	06/25/2024		Joshua Spoon
67	Instructional Minutes Calculation	Please provide instructional minutes calculation showing the minimum daily requirement was met	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon
68	School Calendar	2023-2024 calendar	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson
69	Bell Schedules	Please provide the bell schedule for school (regular, minimum, early release, etc.). This should be the same schedules that sites provide to parents Note: Please include ALL bell schedules, including rally schedules, minimum day schedules, early release schedules, assembly schedules, etc.	Accepted	03/20/2024	05/28/2024	Natasha Lutsik	Scott Gustafsson
70	Unduplicated 1.18	Please provide a certified 1.18 Report for school (Please provide in excel format for sorting purposes) 1.18 - FRPM/ English Learner/ Foster Youth - Student List Report Please note a sample will be selected from the following populations: > Only EL student, > Only free and reduced students > student who are both EL and F&R	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson
71	Unduplicated - EL Reclassification Criteria	Please provide the EL reclassification criteria.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon
72	Educator Effectiveness	Please provide the Charter's spending plan for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson
73	Educator Effectiveness	Please provide the corresponding board minutes/agenda for the date that the plan was presented in a public meeting of the governing board.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson

74	Educator Effectiveness	Please provide the corresponded board minutes/agenda for the date that the plan was adopted.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
75	Educator Effectiveness	Please provide the Charter's expenditure report submitted to CDE for the Educator Effectiveness Funds	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
76	Educator Effectiveness	Please provide documentation indicating that the expenditure report was submitted prior to September 30, 2024	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
77	ELOG - Expenses	Please provide a detail of expense charged to the program by charter school for resource 7425 and 7426	Accepted	03/20/2024	06/03/2024		Scott Gustafsson	Gracyn Ortiz : Funds fully expended in in prior years- no expenses in FY 23-24.
78	Local Control and Accountability Plan	2023-2024 Local Control and Accountability Plan in PDF	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
79	Expanded Learning Opportunities Program (ELO-P)	2023-2024 daily operational schedules for ELOP, including any revisions made to schedules, for the school sites indicated below.	Accepted	03/20/2024	05/06/2024		Jonathan Clement	Gracyn Ortiz : We do not receive ELO-P funding.
80	Charter School Facility Grant Program (SB 740) Expenditures	Provide a list of expenditures for the program for each charter school (Please note a sample will be selected and backup documentation will need to be provided).	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : No expenses booked yet- still pending our award allocation.
81	Charter School Facility Grant Program (SB 740) Applications	Please provide the application for each charter that receives funding.	Accepted	03/20/2024	06/04/2024	Gracyn Ortiz	Scott Gustafsson	

82	HCC - LCAP planning	Please provide the following if applicable: 1. Date(s) of presentation to Parent Advisory Committee (EC 52062(a)(1) or 52068(a)(1)) 2.Date(s) of presentation to English Learner Parent Advisory Committee (ELPAC), if applicable (EC 52062(a)(2) or 52068(a)(2)) 3.Date(s) of Superintendent's notification to public regarding the regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(a)(3) or 52068(a)(3)) 4.Date of public meeting to adopt the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(b)(2) or 52068(b)(2))	Accepted	05/06/2024	06/14/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
83	HCC - 24-25 LCAP Plan	Please provide the 24-25 LCAP.	Accepted	05/06/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
84	Independent Study Ratio	Calculation and supporting documentation	Accepted	05/30/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : No long-term IS offered at HCCS.
85	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
86	If the certification was not completed, provide a waiver approved by CDE		Accepted	03/20/2024	07/11/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : Will be applying for Waiver in June. Will provide by June 28th., Gracyn Ortiz : certification was completed and uploaded in area 85.

87	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Supplement not Supplant requirement described below.	Pursuant to EC Section 8820(g)(2), LEAs are required to use AMS funds to increase funding for arts education programs, as defined by EC Section 8821(a) and not to supplant existing funding for those programs.	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
88	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Minimum Instructional Costs requirement described below.	Pursuant to EC Section 8820(g)(1), for an LEA with an enrollment of 500 or more pupils, at least 80 percent of AMS funds (Resource 6770) must be expended to employ certificated or classified employees (instructional costs) to provide arts education program instruction. Remaining funds are to be used for training, supplies and materials, and arts education partnership programs (non-instructional costs) as defined by EC Section 8821(a).	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
89	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Maximum Administrative Costs requirement described below.	Pursuant to EC Section 8820(g)(3), an LEA may not expend more than 1 percent of AMS funds received (Resource 6770) on administrative costs, including indirect costs, to implement Chapter 5.1 of Part 6 of Division 1 of Title 1 of the Education Code.	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
90	Annual ADA	Provide Annual ADA report (Original and revised if applicable)	Accepted	03/20/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : Please provide the PADC Printout for CICA\'s Annual ADA when Available.
91	Annual ADA Backup	Provide backup documentation utilized to prepare the Annual ADA report	Accepted	03/20/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
92	EPA	Please provide a final detail listing of all expenses for Education Protection Account program.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson	
93	J-13A Attendance Waiver	Please provide any documents pertaining to any attendance waivers filed and approved or denied for 2023-2024.	Accepted	03/20/2024	08/14/2024		Joshua Spoon	
94	Annual ADA	Provide Annual ADA report (Original and revised if applicable)	Accepted	03/20/2024	08/17/2024	Matthew Lemos	Scott Gustafsson	

95	Annual ADA Backup	Provide backup documentation utilized to prepare the Annual ADA report	Accepted	03/20/2024	08/17/2024	Matthew Lemos	Scott Gustafsson
96	EPA	Please provide a final detail listing of all expenses for Education Protection Account program.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
97	J-13A Attendance Waiver	Please provide any documents pertaining to any attendance waivers filed and approved or denied for 2023-2024.	Accepted	03/20/2024	08/14/2024		Joshua Spoon
98	Trial Balance	Please provide the Trial balance for all school sites	Accepted	03/20/2024	09/07/2024	Heather Crowley	Scott Gustafsson
99	Unaudited Actuals	Provide unaudited actual or alternative form issued to the authorizer for each charter School as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
100	DAT File	Provide DAT file for each charter school as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
101	Form 62	Provide Form 62 for each charter school as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
102	Provide functional expense allocation spreadsheet		Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
103	Revenue Accrual Template	Provide Revenue Accrual Template excel form that schedules of all categorical program calculation for revenue as of June 30, 2024 for each school site. Please ensure that all grant letters for each program noted on the worksheet are included	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson

104	Balance Sheet Detail	Includes a schedule of the following: -All accounts receivable accounts -All accounts payable accounts -Detail of the beginning balance for accounts receivable and reason remaining balances are still present -Detail of the beginning balance for accounts payable and reason remaining balances are still present -Detail of accrued vacation -Detail of Payroll and benefit Accruals -Listing of deferred revenue -Prepaid and Other Assets Detail -Fixed asset schedule that includes any WIP -List of Deletions or disposals of fixed assets -List of Additions of fixed Assets -Detail of Intercompany receivables and payables that matches what is recorded on the foundation or LLC side	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	
105	Lease Agreements	Provide all lease agreements for the 2023-2024 fiscal year (includes all new and existing agreements) (includes Prop 39 lease agreements)	Accepted	03/20/2024	08/17/2024	Heather Crowley	Scott Gustafsson	
106	Lease agreements signed after June 30, 2024	please provide all lease agreements after June 30, 2024 (includes Prop 39 lease agreements)	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	
107	Lease Payments	Please provide all lease payments for leases during the June 30, 2024, fiscal year.	Accepted	03/20/2024	08/17/2024	Heather Crowley	Scott Gustafsson	
108	Inventory Listing	Provide an inventory listing as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : We did not have an inventory as of June 30, 2024.
109	Deferred Revenue Grant Letters	Please provide grant letter for any grant balance noted in deferred revenue. (This is not related to state and federal programs that has deferred revenue)	Accepted	03/20/2024	10/18/2024	Heather Crowley	Scott Gustafsson	Heather Crowley : n/a - Only deferred revenue is 23-24 CSI grant

110	With Donor Restriction Grants	Provide grant letters for all With Donor Restriction grants received in the current year.	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
111	With Donor Restriction Expenses	Please provide any expenses related to any With Donor Restriction revenue during the June 30, 2023, fiscal year.	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
112	Loan Agreements	Please provide Loan agreements pertaining to any new debt obtained such as but not limited to the following: 1. Line of credit 2. Revolving loan 3. Note payables This also includes any amendments or extensions related to existing debt	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
113	Loan Agreement Payment Schedules	Provide the payment schedule for any new debt obtained during the June 30, 2024. This also includes any amendments to to payment schedules for existing debt.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
114	Bank Statements and Reconciliations	Please provide the bank statements and Reconciliations for June 30, 2024 and July 31, 2023 for all accounts.	Accepted	03/20/2024	10/02/2024	Gracyn Ortiz	Diego Rabadan
115	Investment Accounts	Provide all statement from any investments accounts that were active during the June 30, 2024, fiscal year. Eide Bailly will also request any reconciliation that the organization has prepared that documents, all sales, purchases interest and dividend revenue.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
116	LCFF Calculation	Please provide the LCFF calculation for the 2024 fiscal year	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
117	Fixed Asset Detail	Please provide the Fixed Asset Detail for all sites.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson

118	General Ledger Detail	Please provide the GL Detail for the period between 7/1/2023 and 6/30/2024	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
119	Check Register 7/1/2024-9/15/2024	Please provide the checks paid out between 7/1/2024 and Date of Audit	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
120	Deposit Listing 7/1/2024-9/15/2024	Please provide the deposits made between 7/1/2024 and Date of Audit	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson	
121	Journal Entry Listing (JV24) 3/1/2024-9/15/2024	Please provide a combined listing of Journal Entries between 3/1/2024-9/15/2024	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson	
122	2023-2024 Labor Distribution Report for the federal program		Accepted	03/20/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	
123	Cash or In-Kind Adult Ed Contributions	Please provide the Charter's Calculation of the nonfederal contribution that are used for Adult Education and literacy activities that are consistent with the purpose of AEFLA (29 USC 3302(b)(2))	Accepted	03/20/2024	09/03/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : See \"Match\" tab
124	Cash Management	Please provide the FY23/24 Report from the G5 System to determine cash reimbursements.	Accepted	03/20/2024	08/28/2024	Gracyn Ortiz	Scott Gustafsson	
125	Eligibility for Individuals	Please provide an excel list of all students enrolled in the Adult Education Program in FY23/24 so we can pull a sample to determine Eligibility.	Accepted	03/20/2024	09/14/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : Income verifications & age verification for all students. Notes Matthew & Jonathan
126	Level of Effort Calculations	Please provide documentation to note that the Fiscal Effort Per Student or Aggregate Expenditures for Adult Ed in FY21/22 was not less than 90% of the Fiscal Effort Per Student or Aggregate Expenditures for Adult Ed in FY20/21	Accepted	03/20/2024	09/03/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : All students with entry and exit dates, name or ID. - Notes Matthew & Jonathan
130	Charter School Facility Grant Program Sample	Please provide the supporting invoices so we can determine allowability for the CSFG Program	Accepted	06/20/2024	06/20/2024	Gracyn Ortiz	Joshua Spoon	

131	Unduplicated Sample - CICA	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	06/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : One student appears to be ineligible for FRPM Status. Additionally, one student is listed as not enrolled. Why are they on the 1.18 form? Were they a former student? Additionally. EL Support is still pending.
132	Unduplicated Sample - HCCS	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	06/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : All FRPM Testing Completed Awaiting EL Support. Sample List Amended to Reflect.
133	Career Technical Educational Incentive Grant	Please provide the Site's Budget Allocated to the CTEIG Program to verify that the Charter is matching two dollars to every dollar allocated by the State	Accepted	06/20/2024	06/24/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : CICA does not receive CTEIG .
134	Career Technical Education Incentive Grant	Please provide the Site's Budget Allocated to the CTEIG Program to verify that the Charter is matching two dollars to every dollar allocated by the State	Accepted	06/20/2024	07/02/2024	Gracyn Ortiz	Joshua Spoon	
200	Please provide a breakout of Enrollment as of P2 of FY23/24 by Site, Grade, and Track	This will be used to determine the sites we are selecting for Attendance Testing	Accepted	06/12/2024	06/24/2024	Matthew Lemos	Joshua Spoon	
201	Please provide a breakout of Enrollment as of P2 of FY22/23 by Site, Grade, and Track	This will be used to determine the sites we are selecting for Attendance Testing	Accepted	06/12/2024	06/24/2024	Matthew Lemos	Joshua Spoon	
205	HCCS Short Term IS Samples	For the following Students, Please provide the below information Demographic Information that asserts the Student Name and County of Residence Short Term Independent Study Written Agreement with Signatures signed no later than 30 days after the IS One piece of Work Samples that have been retained on File	Accepted	06/24/2024	07/17/2024	Matthew Lemos	Joshua Spoon	

206	HCCS Attendance Teacher Testing	Please provide the Month 2 Teacher Rosters for the following teachers	Accepted	06/24/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : I have provided an updated sample list to reflect some teachers not being available for Month 2. Additionally, I have attached last year\'s support which should allow me to tie the documentation to the HCCS Attendance Detail for Month 2 (8/7/2023-9/1/2023), Joshua Spoon : Due to one teacher not being available at Howe, I have selected an Alternate Teacher: Mozghova, Anna
207	CICA Long Term IS Teacher Samples	For the following Teachers, please provide the following documentation Month 2 Teacher Roster Class Title	Accepted	06/25/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
208	CICA Long Term IS Student Samples	For the attached students, please provide the following Independent Study documentation Demographic information confirming the student's name and county of residence. Please include any information documenting if the student moved counties during this process. Written Independent Contract Document with signatures One example of work samples on file for the month Documentation to show the students participated in synchronous instruction Please fill out the spreadsheet indicated each student	Accepted	06/25/2024	08/14/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Support for Student #31000, Brandon Ramon Ruffin seems to indicate signatures on dates after apportionment was earned. Is this the only contract?
209	Payroll Internal Control Samples	For the three employees, please provide the described documents	Accepted	06/26/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
210	Expense Internal Control Sample	Please provide the invoice and audit trail for the attached sample	Accepted	06/26/2024	07/02/2024	Gracyn Ortiz	Joshua Spoon	

220	2023-2024 Arts and Music Report	Please provide the FY2023-2024 Arts and Music Report posted the Charter's Website	Accepted	07/11/2024	07/22/2024		Joshua Spoon	Gracyn Ortiz : HCCS: https://hccs.hccts.org/apps/pages/AM, Gracyn Ortiz : CICA: https://www.cicacademy.org/apps/pages/AM
221	Board Approval of 2023-2024 Arts and Music Report		Accepted	07/11/2024	07/22/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : https://4.files.edl.io/3051/06/21/24/174050-40e47019-b547-44a8-b245-cb890d92a5ea.mp3
222	Arts and Music Expenditure List	Please provide the full list of expenditures allocated using the Arts and Music in Schools Grant (Prop 28)	Accepted	07/11/2024	08/07/2024	Gracyn Ortiz	Joshua Spoon	
230	HCCS Student Sample	Please provide the student name for each sample as well as documentation showing that the student was absent for the entire day and appropriately does not claim apportionment	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
231	Attendance P2 Narrative	Please have the individual who prepares the P2 answer the attached questions	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
232	Long Term IS Narrative	Please have the individual who prepares the CICA Independent Study Calculations complete this narrative.	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
502	Revised P-2 Report	Include supporting schedules and reports that will match the P-2 report.	Accepted	06/10/2024	09/19/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : Can I get the Date Ranges of Each Track for P2? I will be calculating it against the calendar provided. Additionally, why is BV, ARI, 12th St., and KOLAS being deducted out of the ADA calculations in these adjustments?, Matthew Lemos : Joshua - I was notified by data that the final version slightly varied from the previous restatement for CICA due to the final review of student files. I have provided that data here., Joshua Spoon : Please provide the PDF Printouts of the PADC Reports for Revised P2, akin to how Annual was presented.

503	Please provide a detail of federal revenue/expenditure resources for FY23/24	This will be used to determine the year's Single Audit Testing	Accepted	08/12/2024	08/14/2024	Gracyn Ortiz	Joshua Spoon
504	Additional Unduplicated Sample - CICA	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	08/31/2024	09/19/2024	Matthew Lemos	Scott Gustafsson
505	Additional Unduplicated Sample - HCCS		Accepted	08/31/2024	09/19/2024	Matthew Lemos	Scott Gustafsson
506	Lease Completeness Testing Sample	Please providing supporting documentation (invoice, purchase order, etc.) showing a description of the goods purchased/services performed.	Accepted	09/30/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
507	2024-2025 HCCTS Proposed Budget	Note: It looks like this was approved in the June 20, 2024 board meeting	Accepted	09/30/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
508	Subsequent AP Sample	Please provide documentation to support the following checks paid to determine if the expense should have been accrued in FY23/24.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
509	Substantive AP Sample	Please provide support for the following AP Samples.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
510	AP Account Details	Please provide the AP Details that make up the balances on specified accounts.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
511	Prepaid Expenses Sample	Please provide any documentation relating to the prepaid expenses listed on the Excel Workbook attached.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
512	Fixed Assets Additions Sample	Please provide supporting documentation (invoice, purchase order, etc.) for the fixed assets additions sample	Accepted	10/04/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson

513	Support for Variance in Bank Accounts	Please provide the support or explanation as to why the bank reconciliations are not matching the DAT Files we have. See attached Excel Workbook for specific accounts.	Accepted	10/17/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : #513 - The variance in the cash accounts is due to two things – first, the reconciliation report needed to be refreshed after closing, as there were some outstanding checks that were voided. A new report has been saved. This left a variance of $3,728.87, which is due to the inclusion of Fund 64-FSA in the recon/balance sheet. However, the FSA is not reported in SACS.
514	Detailed check register - FY 23-24	Please provide a detailed check register for the accounts ending in 6413 as well as 6421.	Accepted	10/17/2024	10/23/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : There were no checks cut out of 6421
515	M1 to M9 Attendance Summaries	Please provide Month 1 to Month 9 Attendance Summary	Accepted	01/23/2025	05/19/2025	Mark Lutgen	Scott Gustafsson	
516	941Tax Returns	Can you please provide all 4 quarters for the 941 related to the 2024 fiscal year: 1. 2023 3rd quarter 2. 2023 4th quarter 3. 2024 1st quarter 4. 2024 2nd quarter	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	
517	Medical Benefits	Can you please provide me a rate per employee for all benefits as well as total employees participating in each plan?	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : 464 employees were enrolled in the 2024 benefits program
518	401K/457 Contribution	Can you please provide a summary by month showing contribution matches?	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : Attached spreadsheet was provided by TCG HUB and shows all employee deductions and employer match contributions for July 2023 - June 2024. Please let me know if you need any additional information
519	Percentage of Salary increase for FY 22-23 and FY 23-24	Could you please provide us with the percentage of salary increases for FY 2022-23 and FY 2023-24? If the increase rates differ by employee type, kindly indicate that as well.	Accepted	01/28/2025	04/17/2025	Gracyn Ortiz	Joshua Spoon	Paul Khoury : We had 2 rounds of salary increases - effective 11/1/2023 a 5% increase,, then effective 4/1/2024 another 5% increase. Do you need the employee list showing everyone\'s new rates?

520	STRS and PERS Contributions	Please provide documentation supporting total STRS and PERS Contributions.	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : I provided copies of cks submitted to Sacramento County Office of Ed for monthly STRS conrtibutions. We do not have PERS at Highlands. Please let me know if there\'s anything else you need for this request.
521	To determine a baseline, please provide a listing of Arts Education Expenses in FY22/23		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2022-23.
522	To determine a baseline, please provide a listing of Arts Education Expenses in FY23/24		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2023-24.
523	To determine a baseline, please provide a listing of Arts Education Expenses in FY22/23		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2022-23.
524	To determine a baseline, please provide a listing of Arts Education Expenses in FY23/24		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2023-24.
525	Expense Analytical Followup		Accepted	02/21/2025	04/17/2025	Gracyn Ortiz	Joshua Spoon	
526	Independent Study Ratio		Accepted	02/24/2025	05/19/2025	Matthew Lemos	Scott Gustafsson	
527	UPP exception noted for EL testing		Accepted	05/13/2025	05/19/2025	Matthew Lemos	Scott Gustafsson	
7	Audit Planning Questionnaire	Please complete the attached audit planning questionnaire in full and return to us. If you would prefer to setup a conference call to go through the questions together please contact the engagement lead or partner and we will setup a meeting.	Outstanding	03/20/2024				Matthew Lemos : I apologize if I missed it but is there an attachment for this item?
30	Net Asset Testing	Please provide the net asset classification determinization that will be included in the unaudited actuals for the 23-24 school year along with some form of approval of these figures by management.	Outstanding	05/06/2024				Diana Gonsalves : Can you provide a sample of what this would look like? I am not familiar with this request, Thanks Diana

127	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
128	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
500	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
529	State auditor Independent Study Ratio calculations		Outstanding	06/27/2025		Matthew Lemos : Jonathan, we were not provided the CSA calculations. I will request them now to see if it is possible to obtain.
528	Revised P2 Attendance Reports		Fulfilled	06/27/2025	Kat Michiels	

Financial Statements
June 30, 2024

Highlands Community Charter and Technical Schools

(Operating: Highlands Community Charter School #1674 and California Innovative Career Academy #2072)

Highlands Community Charter and Technical Schools

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June 30, 2024

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Independent Auditor's Report

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on the Audit of the Financial Statements

Disclaimer of Opinion

We were engaged to audit the financial statements of the Highlands Community Charter and Technical Schools (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We do not express an opinion on the accompanying financial statements of the Organization. Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on these financial statements.

Basis for Disclaimer of Opinion

The Organization recognizes Local Control Funding Formula as its primary source of revenue. The Organization was unable to provide adequate support for the Second Period (P2) and Annual (PA) reports of attendance submitted to the California Department of Education to support its recording of this source of revenue. The absence of adequate documentation and reconciliations prevented us from obtaining sufficient audit evidence related to these revenue amounts recorded in the financial statements. As a result of this matter, we were unable to determine whether any adjustments might have been necessary for related amounts included in the statement of financial position and the statements of activities, functional expenses, and cash flows.

Substantial Doubt About the Entity's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared under the assumption that the Organization will continue as a going concern. As disclosed in Note 9 to the financial statements, the Organization has received a report from the California State Auditor that potentially impacts both current and future funding, resulting in substantial doubt regarding the Organization's ability to continue operating. Management's evaluation of these events and conditions, and management's plans regarding these matters are also described in Note 9. The financial statements do not include any adjustments that may result from the outcome of this uncertainty. Our disclaimer of opinion is not modified in respect to this matter.

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Correction of an Error

As discussed in Note 8 to the financial statements, certain errors resulting in an understatement of amounts previously reported for accounts payable and expenses as of and for the year ended June 30, 2023, were discovered by management of the Organization during the current year. Accordingly, an adjustment has been made to net assets as of July 1, 2023, to correct the error. Our disclaimer of opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our responsibility is to conduct an audit in accordance with auditing standards generally accepted in the United States of America and to issue an auditor's report. However, because of the matter described in the Basis for Disclaimer of Opinion section of our report, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on these financial statements.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit.

Supplementary Information

We were engaged for the purpose of forming an opinion on the financial statements that collectively comprise the Organization's financial statements. The Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*, and other supplementary information on pages 19-26 are presented for purposes of additional analysis and are not a required part of the financial statements. Because of the significance of the matters described in the Basis for Disclaimer of Opinion section of our report, it is inappropriate to, and we do not express an opinion on this information.

Other Information

Management is responsible for the other information included in the financial statements. The other information comprises the Local Education Agency Organization Structure but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 31, 2025 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Eide Bailly LLP

Rancho Cucamonga, California
December 31, 2025

Highlands Community Charter and Technical Schools

Statement of Financial Position

June 30, 2024

Assets	
Current assets	
Cash	$ 47,720,201
Receivables	24,681,067
ERC receivable	3,698,515
Prepaid expenses	11,553,298
Total current assets	87,653,081
Non-current assets	
Security deposit	321,181
Property and equipment	2,289,902
Operating lease right-of-use asset	21,037,274
Finance lease right-of-use asset	38,343
Total non-current assets	23,686,700
Total assets	$ 111,339,781
Liabilities	
Current liabilities	
Accounts payable and accrued liabilities	$ 26,923,660
Refundable advance	87,192
Current portion of operating lease liability	6,583,137
Current portion of finance lease liability	38,343
Total current liabilities	33,632,332
Long-term liabilities	
Operating lease liability, less current portion	15,901,513
Total liabilities	49,533,845
Net Assets	
Without donor restrictions	51,195,644
With donor restrictions	10,610,292
Total net assets	61,805,936
Total liabilities and net assets	$ 111,339,781

See Notes to Financial Statements

Highlands Community Charter and Technical Schools

Statement of Activities
Year Ended June 30, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues			
Local Control Funding Formula	$ 145,404,656	$ 1,720,706	$ 147,125,362
Federal revenue	-	2,109,495	2,109,495
Other state revenue	2,408,816	11,665,012	14,073,828
Local revenues	1,655,301	-	1,655,301
Net assets released from restrictions	16,491,170	(16,491,170)	-
Total support and revenues	165,959,943	(995,957)	164,963,986
Expenses			
Program services	127,776,000	-	127,776,000
Management and general	28,350,832	-	28,350,832
Total expenses	156,126,832	-	156,126,832
Change in Net Assets	9,833,111	(995,957)	8,837,154
Net Assets, Beginning of Year	54,179,158	11,606,249	65,785,407
Prior Period Adjustment (Note 8)	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	41,362,533	11,606,249	52,968,782
Net Assets, End of Year	$ 51,195,644	$ 10,610,292	$ 61,805,936

Highlands Community Charter and Technical Schools
Statement of Functional Expenses
Year Ended June 30, 2024

	Program Services	Management and General	Total Expenses
Salaries	$ 49,101,391	$ 5,312,628	$ 54,414,019
Employee benefits	6,879,138	2,105,900	8,985,038
Payroll taxes	11,654,822	-	11,654,822
Fees for services	6,110,802	17,545,142	23,655,944
Advertising and promotions	1,829,726	-	1,829,726
Office expenses	3,353,559	2,922,934	6,276,493
Information technology	12,934,088	-	12,934,088
Occupancy	14,048,888	209,560	14,258,448
Travel	2,899,796	-	2,899,796
Interest	3,364	-	3,364
Depreciation and amortization	-	254,668	254,668
Amortization of right-of-use asset	63,189	-	63,189
Insurance	489,120	-	489,120
Other expenses	166,350	-	166,350
Capital outlay	15,301,408	-	15,301,408
Instructional materials	1,425,029	-	1,425,029
District oversight fees	1,515,330	-	1,515,330
Total functional expenses	$ 127,776,000	$ 28,350,832	$ 156,126,832

Highlands Community Charter and Technical Schools
Statement of Cash Flows
Year Ended June 30, 2024

Operating Activities	
Change in net assets	$ 8,837,154
Adjustments to reconcile change in net assets to net cash from (used for) operating activities	
Depreciation and amortization expense	254,668
Finance lease amortization	63,189
Changes in operating assets and liabilities	
Receivables	9,377,077
Prepaid expenses	(9,804,285)
Security deposits	(113,157)
Accounts payable and accrued liabilities	7,431,342
Refundable advance	(1,984)
Operating lease assets and liabilities	992,209
Net Cash from (used for) Operating Activities	17,036,213
Investing Activities	
Purchases of property and equipment	(125,000)
Financing Activities	
Principal payments on finance leases	(63,189)
Net Change in Cash	16,848,024
Cash, Beginning of Year	30,872,177
Cash, End of Year	$ 47,720,201
Supplemental Cash Flow Disclosure	
Cash paid during the year in interest	$ 3,364

See Notes to Financial Statements

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Highlands Community Charter and Technical Schools (the Organization) is a California not-for-profit organization. During the fiscal year ended June 30, 2024, the Organization operated two charter schools, Highlands Community Charter School and California Innovative Career Academy.

Highlands Community Charter School petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on July 1, 2014, and currently serves approximately 9,069 students.

California Innovative Career Academy petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on June 27, 2019, and currently serves approximately 3,180 students. California Innovative Career Academy opened on August 12, 2019.

The mission of the Organization is serving the unserved, by providing the education for a high school diploma to students, along with elective courses leading to a Certificate of Completion in one of the Organization's Career and Technical Education courses, thereby giving students all of the tools necessary to obtain a livable wage job, and a future for themselves and their family. The Organization offers students additional courses and time beyond the required schedules listed in the Schedule of Instructional Time.

Basis of Accounting

The accompanying financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At June 30, 2024, the Organization had approximately $50,935,184, in excess of FDIC-insured limits.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2024 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Property and Equipment

Property and equipment additions over $5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2024.

Right-of-Use Leased Assets and Liabilities

Right-of-use leased assets and the related liabilities are recognized at the lease commencement date and represent the Organization's right-of-use an underlying asset and lease obligations for the lease term. Right-of-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-of-use leased assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2024.

Functional Allocation of Expenses

The financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include salaries, employee benefits, fees for services, office expenses, and occupancy, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization, including other related entities noted above, is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash	$ 47,720,201
Receivables	24,681,067
Less: net assets with donor restrictions	(10,610,292)
Total	$ 61,790,976

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2024:

Leasehold improvements	$ 1,547,496
Building	1,016,493
Computer and equipment	1,226,610
Total property and equipment	3,790,599
Less accumulated depreciation and amortization	(1,500,697)
Total	$ 2,289,902

Note 4 - Leases

The Organization leases certain real property for the operations of the charter school and equipment at various terms under long-term non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2028 and provide for renewal options ranging from 1 year to 5 years. The Organization includes in the determination of the right-of-use assets and lease liabilities any renewal options reasonably certain to be exercised. The Organization's operating lease provides for increases in future minimum annual rental payments. Additionally, the operating lease agreement requires the Organization to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. If the implicit rate is not readily determinable from the lease, the Organization estimates an applicable incremental borrowing rate. The incremental borrowing rate is estimated using the Organization's applicable borrowing rates and the contractual lease term.

The Organization has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Organization elected the practical expedient to not separate lease and non-lease components for real property and equipment leases.

Total lease costs for the year ended June 30, 2024 were as follows:

Operating lease cost	$ 9,064,309
Finance lease cost	66,553
Interest expense	3,364
Amortization of right-of-use assets	63,189

The following table summarizes the supplemental cash flow information for the year ended June 30, 2024:

Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	$ 8,072,100
Operating cash flows from finance leases	66,553
Right-of-use assets obtained in exchange for lease liabilities	
Operating leases	$ 2,317,117

The following summarizes the weighted-average remaining lease term and weighted-average discount rate:

Weighted-average remaining lease term	
Operating leases	3.45 Years
Finance leases	0.53 Years
Weighted-average discount rate	
Operating leases	5.00%
Finance leases	5.00%

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of June 30, 2024:

	June 30, 2024	
	Operating	Finance
2025	$ 7,236,985	$ 38,822
2026	7,619,222	-
2027	7,877,643	-
2028	1,491,631	-
2029	120,972	-
Total lease payments	24,346,453	38,822
Less interest	(1,861,803)	(479)
Present value of lease liabilities	$ 22,484,650	$ 38,343

Note 5 - Net Assets

Net assets consist of the following at June 30, 2024:

Net assets with donor restrictions	
Subject to expenditure for specified purpose	
State programs	$ 10,610,292

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors for the year ended June 30, 2024.

Net assets released from donor restrictions	
Satisfaction of purpose restrictions	
Federal programs	$ 2,109,495
State programs	14,381,675
Total nets assets released from donor restrictions	$ 16,491,170

Note 6 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS).

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2024, are summarized as follows:

	STRP Defined Benefit Program	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	19.10%	19.10%
Required state contribution rate	10.828%	10.828%

Contributions

Required member, the Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2024, are presented above and the Organization's total contributions were $4,436,840.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of $1,486,339 (10.828% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Social Security

Public sector employees who are not members of their employer's existing retirement system (CalSTRS) are covered by social security or an alternative plan. The Organization has elected to use the social security as its alternative plan.

401(a) Tax Deferred Annuity Plan

The Organization sponsors a tax-deferred annuity plan (the Plan) qualified under IRC Section 401(a) covering substantially all classified employees. The Plan provides that employees who have attained the age of 21 and completed one year of service may voluntarily contribute six percent of their earnings to the Plan, up to the maximum contribution allowed by the IRS. Employer contributions are discretionary and are determined and authorized by the Board of Directors each plan year. During the year ended June 30, 2024, the Organization made contributions of 12%, resulting in contributions to the Plan of $3,213,018.

Note 7 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

The Organization applied for and received loan forgiveness from the SBA on its PPP loan of $2,973,000. In accordance PPP loan requirements, the Organization is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Organization is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

The Organization's credit filings remain open for potential examination by the Internal Revenue Service through the statute of limitations, which has varying expiration dates extending through 2027. Any disallowed claims resulting from such examinations could be subject to repayment to the federal government.

Note 8 - Restatement of Prior Year Net Assets

The Organization has restated the beginning net assets to reflect an increase in accounts payable for the year ending June 30, 2023, due to a correction of an error. As a result of the error corrections related to an overpayment that should have been recorded in the prior year as a payment due to California Department of Education, amounts previously reported for the changes in net assets in the 2023 financial statements decreased by $12,816,625. The following is the effect of the restatement on beginning net assets:

Net Assets - Beginning, as previously reported on June 30, 2023	$ 65,785,407
Accounts payable	(12,816,625)
Net Asset - Beginning, as Restated on July 1, 2023	$ 52,968,782

Note 9 - Going Concern Consideration

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. The organization has experienced significant uncertainty regarding its primary revenue funding source, which has resulted in a lack of sufficient financial support and liquidity concerns. These conditions raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued.

Management is actively updated and implemented the attendance policies and attendance procedures to ensure compliance with laws and legislation to mitigate the impact of this uncertainty. However, there can be no assurance that managements plan will generate sufficient resources to meet current obligations as they become due, which brings substantial doubt. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Note 10 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through December 31, 2025, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

Subsequent Event Disclosure – California State Agency Audit Report

On June 24, 2025, the California State Auditor released a report detailing significant compliance failures at Highlands Community Charter and Technical Schools (Highlands), a nonprofit charter school operating under the Twin Rivers Unified School District. The audit concluded that Highlands inappropriately received approximately $177 million in K–12 funding during fiscal years 2022-2023 and 2023-2024, despite failing to meet eligibility requirements under state law.

Key findings included:

- Highlands did not offer the required instructional time or maintain verified attendance documentation.
- The school served adult students but received K–12 funding through a partnership with a Workforce Innovation and Opportunity Act (WIOA) organization.
- Additional overpayments of $5 million were identified due to inaccurate average daily attendance reporting.
- The audit uncovered wasteful spending, including luxury travel and questionable contracts, and highlighted poor oversight by Twin Rivers and other agencies.
- As a result of these findings, the state has disallowed the $177 million in funding, which may lead to clawbacks, legal actions, and policy reforms affecting charter school funding and oversight statewide.

Although this event occurred after the financial statement date, management has evaluated its potential impact on the Organization's operations and financial position. If the Organization has exposure to California charter school contracts, education-related funding, or regulatory compliance tied to WIOA partnerships, this event may influence future risk assessments and revenue projections.

At this time, the Organization cannot reasonably estimate the financial impact of this event. However, management believes that disclosure is warranted to ensure the financial statements are not misleading.

Supplementary Information
June 30, 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter and Technical Schools
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education			
Passed Through California Department of Education			
Adult Education - Adult Basic Education and ELA	84.002A	14508	$ 1,573,132
Adult Education - Adult Secondary Education	84.002	13978	179,661
Subtotal			1,752,793
School Improvement (CSI) Funding for LEAs	84.010	15438	356,702
Total U.S. Department of Education			2,109,495
Total Federal Financial Assistance			$ 2,109,495

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Schedule of Average Daily Attendance
Year Ended June 30, 2024

Highlands Community Charter School

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	5,736.23	5,870.01
Classroom Based ADA		
Ninth through twelfth	5,736.23	5,870.01

California Innovative Career Academy

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	2,869.86	2,722.94
Classroom Based ADA		
Ninth through twelfth	2,869.86	2,722.94

Highlands Community Charter and Technical Schools
Schedule of Instructional Time
Year Ended June 30, 2024

Highlands Community Charter School

Grade Level	1986-1987 Minutes Requirement	2023-2024 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grade 12									
Track A	64,800	65,880	-	65,880	N/A	224	-	224	Complied
Track B	64,800	77,083	-	77,083	N/A	201	-	201	Complied
Track C	64,800	69,622	-	69,622	N/A	182	-	182	Complied

California Innovative Career Academy

Grade Level	Total Days Offered	Status
Grade 12		
Track A	224	Complied
Track B	201	Complied
Track C	182	Complied

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2024

Summarized below are the net asset reconciliations between the Unaudited Actual Financial Report and the audited financial statements.

	Highlands Community Charter School	California Innovative Career Academy
Net Assets		
Balance, June 30, 2024, Unaudited Actuals	$ 47,774,472	$ 22,135,591
Increase in		
Accounts payable	(2,868,079)	(5,236,048)
Balance, June 30, 2024, Audited Financial Statements	$ 44,906,393	$ 16,899,543

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools

Combining Statement of Financial Position

June 30, 2024

	Highlands Community Charter School	California Innovative Career Academy	Total
Assets			
Current assets			
Cash	$ 15,397,263	$ 32,322,938	$ 47,720,201
Receivables	20,673,545	4,007,522	24,681,067
ERC receivable	3,065,252	633,263	3,698,515
Prepaid expenses	9,809,728	1,743,570	11,553,298
Total current assets	48,945,788	38,707,293	87,653,081
Non-current assets			
Security deposit	321,181	-	321,181
Property and equipment	2,289,902	-	2,289,902
Lease right-of-use asset	16,393,726	4,643,548	21,037,274
Finance lease right-of-use asset	38,343	-	38,343
Total non-current assets	19,043,152	4,643,548	23,686,700
Total assets	$ 67,988,940	$ 43,350,841	$ 111,339,781
Liabilities			
Current liabilities			
Accounts payable	$ 5,678,898	$ 21,244,762	$ 26,923,660
Refundable advance	43,596	43,596	87,192
Current portion of lease liability	5,010,832	1,572,305	6,583,137
Current portion of finance lease liability	38,343	-	38,343
Total current liabilities	10,771,669	22,860,663	33,632,332
Long-term liabilities			
Lease liability, less current portion	12,310,878	3,590,635	15,901,513
Total liabilities	23,082,547	26,451,298	49,533,845
Net Assets			
Without donor restrictions	37,033,255	14,162,389	51,195,644
With donor restrictions	7,873,138	2,737,154	10,610,292
Total net assets	44,906,393	16,899,543	61,805,936
Total liabilities and net assets	$ 67,988,940	$ 43,350,841	$ 111,339,781

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Combining Statement of Activities
Year Ended June 30, 2024

	Highlands Community Charter School		California Innovative Career Academy		
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues					
Local Control Funding Formula	$ 100,327,336	$ 1,147,246	$ 45,077,320	$ 573,460	$ 147,125,362
Federal revenue	-	1,335,144	-	774,351	2,109,495
Other state revenue	1,577,980	10,077,362	830,836	1,587,650	14,073,828
Local revenues	271,653	-	1,383,648	-	1,655,301
Net assets released from restrictions	13,407,426	(13,407,426)	3,083,744	(3,083,744)	-
Total support and revenues	115,584,395	(847,674)	50,375,548	(148,283)	164,963,986
Expenses					
Program services	81,477,448	-	46,298,552	-	127,776,000
Management and general	22,957,825	-	5,393,007	-	28,350,832
Total expenses	104,435,273	-	51,691,559	-	156,126,832
Change in Net Assets	11,149,122	(847,674)	(1,316,011)	(148,283)	8,837,154
Net Assets, Beginning of Year	25,884,133	8,720,812	28,295,025	2,885,437	65,785,407
Prior Period Adjustment (Note 8)	-	-	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	25,884,133	8,720,812	15,478,400	2,885,437	52,968,782
Net Assets, End of Year	$ 37,033,255	$ 7,873,138	$ 14,162,389	$ 2,737,154	$ 61,805,936

See Notes to Supplementary Information

Note 1 - Purpose of Supplementary Schedules

Schedule of Expenditures of Federal Awards

Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2024. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate

The Organization has not elected to use the ten percent de minimis cost rate.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *California Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Combining Statement of Financial Position and Combining Statement of Activities

The combining statement of financial position and combining statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the combining statement of financial position and combining statement of activities are for activities between the Organization and related entities.

Other Information
June 30, 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter and Technical Schools
Local Education Agency Organization Structure (Unaudited)
June 30, 2024

ORGANIZATION

The Organization operates two schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2024, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Highlands Community Charter School	1674	Twin Rivers Unified School District	June 30, 2027	9-12	9,069
California Innovative Career Academy	2072	Twin Rivers Unified School District	June 30, 2027	9-12	3,180

BOARD OF DIRECTORS

MEMBER	OFFICE	TERM EXPIRES
Ernie Daniels	Corporate President	June 14, 2026
Matt Powers	Corporate Secretary	March 6, 2027
Sonja Cameron	Corporate Treasurer	January 5, 2025
Sharon Rocco	Member	April 3, 2027
Rick Jones	Member	April 3, 2027
Mellonie Yang	Member	January 5, 2025
Mary DeChance	Member	December 6, 2026
Mike Reid	Member	August 2, 2026
Sondra Betancourt	Member	December 31, 2024

ADMINISTRATION

NAME	TITLE
Murdock Smith	Executive Director
Matthew Lemos	Director of Fiscal Services

Independent Auditor's Reports
June 30, 2024

Highlands Community Charter and Technical Schools

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards)*, the financial statements of Highlands Community Charter and Technical Schools (the Organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 31, 2025.

In our report, our opinion on the financial statements of the Organization, as discussed in the Basis for Disclaimer of Opinion in the report on the financial statements. The Organization recognizes Local Control Funding Formula as its primary source of revenue. During the audit, the Organization was unable to provide adequate support for the Second Period (P2) and Annual (PA) reports of attendance submitted to the California Department of Education to ensure its primary source of revenues. The absence of adequate documentation and reconciliations prevented us from verifying the amounts recorded in the financial statements. As a result of this matter, we were unable to determine whether any adjustments might have been found necessary for the amounts included in the statement of financial position, the statement of activities, functional expenses, and cashflows.

Correction of an Error

As discussed in Note 8 to the financial statements, certain errors resulting in an understatement of amounts previously reported for accounts payable and expenses as of and for the year ended June 30, 2023, were discovered by management of the Organization during the current year. Accordingly, an adjustment has been made to net assets as of July 1, 2023, to correct the error. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item 2024-001 and 2024-002 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Organization's Responses to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's responses to the findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's responses were not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ede Sally LLP

Rancho Cucamonga, California
December 31, 2025

Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Organization's major federal program for the year ended June 30, 2024. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Ede Bailly LLP

Rancho Cucamonga, California
December 31, 2025

Independent Auditor's Report on State Compliance and on Internal Control Over Compliance

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance

Qualified and Unmodified Opinions on State Compliance

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the requirements specified in the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2024.

Qualified Opinion on Attendance and Nonclassroom-Based Instruction/Independent Study

In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024.

Unmodified Opinion on Each of the Other Programs

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024, except as described in the accompanying Schedule of Findings and Questioned Costs.

Basis for Qualified and Unmodified Opinions

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

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Matters Giving Rise to Qualified Opinion on Attendance and Nonclassroom-Based Instruction/Independent Study

As described in the accompanying Schedule of Findings and Questioned Costs, the Organization did not comply with requirements regarding attendance and nonclassroom-based instruction/independent study as described in the accompanying Schedule of State Compliance Findings and Questioned Costs as items 2024-003 and 2024-004.

Compliance with such requirements is necessary, in our opinion, for the Organization to comply with the requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.

- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	Not Applicable
Teacher Certification and Misassignments	Not Applicable
Kindergarten Continuance	Not Applicable
Independent Study	Not Applicable
Continuation Education	Not Applicable
Instructional Time	Not Applicable
Instructional Materials	Not Applicable
Ratio of Administrative Employees to Teachers	Not Applicable
Classroom Teacher Salaries	Not Applicable
Early Retirement Incentive	Not Applicable
GANN Limit Calculation	Not Applicable
School Accountability Report Card	Not Applicable
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Not Applicable
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Not Applicable
District of Choice	Not Applicable
Home to School Transportation	Not Applicable
School Districts, County Offices of Education, and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Not Applicable
Career Technical Education Incentive Grant	Yes
Expanded Learning Opportunities Program	Yes
Transitional Kindergarten	Not Applicable

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

The term "Not Applicable" is used above to mean either the Organization did not offer the program during the current fiscal year, the Organization did not participate in the program during the current fiscal year, the program did not exceed the threshold for testing, or the program applies to a different type of local education agency.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying Schedule of Findings and Questioned Costs as items 2024-003 and 2024-004, to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the noncompliance findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the responses.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Ede Bailly LLP

Rancho Cucamonga, California
December 31, 2025

Schedule of Findings and Questioned Costs
June 30, 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter and Technical Schools
Summary of Auditor's Results
Year Ended June 30, 2024

FINANCIAL STATEMENTS

Type of auditor's report issued	Disclaimer
Internal control over financial reporting	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	Yes

FEDERAL AWARDS

Internal control over major program	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)	No

Identification of major programs

Name of Federal Program or Cluster	Federal Financial Assistance Listing
Adult Education	84.002. 84.002A

Dollar threshold used to distinguish between type A and type B programs	$750,000
Auditee qualified as low-risk auditee?	No

STATE COMPLIANCE

Internal control over state compliance for programs	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for programs	Unmodified *

* Unmodified for all programs except for the following programs which were qualified

Name of Program
Attendance
Nonclassroom-Based Instruction/Independent Study

Highlands Community Charter and Technical Schools
Financial Statement Findings
Year Ended June 30, 2024

The following findings represent material weaknesses related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. The findings have been coded as follows:

Five Digit Code	AB 3627 Finding Type
30000	Internal Control
60000	Miscellaneous

2024-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for designing, implementing, and maintaining internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This responsibility includes posting all material adjustments necessary to accurately close the year and reflect the Organization's financial activity.

Condition

Per the guidance in Communicating Internal Control Related Matters Identified in an Audit, a material weakness or significant deficiency exists when the internal control system lacks the necessary elements to prepare financial statements accurately without auditor-initiated adjustments.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

This condition was identified through inquiries with Organization personnel and a review of records related to accounts payable.

Cause

The prior period restatement and current year adjustments to accounts payable were due to errors in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Repeat Finding

Yes, see prior year finding 2023-001.

Recommendation

We recommend that management and those charged with governance evaluate the current internal control structure and implement any necessary enhancements to ensure the financial statements are free from potential material misstatements. The internal controls should enable management and staff, in the normal course of their duties, to prevent, or detect and correct, misstatements in a timely manner.

Corrective Action Plan and Views of Responsible Officials

The Organization agrees that having an internal control system over monitoring accounts payable is an important part of the Organization's overall internal control process. The Organization has created processes to monitor and implement these controls.

2024-002 60000 – Going Concern (Material Weakness)

Criteria or Specific Requirements

Financial statement preparers have a responsibility to evaluate whether there is substantial doubt about the Organization's ability to continue as a going concern for 12 months beyond the financial statement date.

Condition

As discussed in Note 9 to the financial statements, the Organization has experienced significant uncertainty regarding its primary revenue funding source, which has resulted in a lack of sufficient financial support and liquidity concerns. These conditions raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued.

Questioned Costs

No questioned costs were identified in relation to this condition.

Context

This condition was noted during final year-end audit procedures and was supported by a report issued by the California State Auditor. The report states that the Organization is ineligible to receive K–12 funding due to noncompliance with applicable laws and regulations. K–12 funding represents approximately 89% of the Organization's total revenue and is its primary funding source.

Effect

The Organization is heavily reliant on K–12 funding to sustain operations. In the absence of new revenue sources and the inability to generate sufficient cash flow, there is substantial doubt about the Organization's ability to continue as a going concern.

Cause

The Organization is experiencing significant uncertainty regarding its primary revenue source, which could result in a lack of sufficient financial support and liquidity concerns.

Repeat Finding.

No.

Recommendation

The Organization should regularly monitor its budget against actual results to maintain fiscal solvency. It must also develop a robust stabilization plan with clear corrective actions and expenditure controls that build reserves beyond the state's minimum requirement. This financial cushion will help absorb future operational uncertainties. Additionally, ongoing cash flow analysis is essential to ensure the Organization can meet its obligations until the stabilization plan is fully implemented.

Corrective Action Plan and Views of Responsible Officials

Management has considered the potential impact of clawbacks, reputational risk, and regulatory changes stemming from this event. While the full financial effect cannot be reasonably estimated at this time, these developments raise substantial doubt about the Organization's ability to continue as a going concern.

Management is actively evaluating mitigation strategies, including:

- Reviewing contractual obligations and funding sources.
- Engaging with legal counsel and regulatory advisors.
- Exploring alternative revenue streams and cost containment measures.

None reported.

The following findings represent material weaknesses and material instances of noncompliance including questioned costs that are required to be reported by the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. The findings have been coded as follows:

Five Digit Code	AB 3627 Finding Type
10000	Attendance
40000	State Compliance

2024-003 10000 – Attendance (Material Weakness and Noncompliance)

Criteria or Specific Requirements

Pursuant to California *Education Code* Section 43600 requires the Organization to maintain accurate and auditable records of pupil attendance to support apportionment claims. Attendance must be documented in a manner that allows reconciliation between detailed monthly records and summary-level reports submitted for apportionment purposes.

Condition

The Organization was unable to reconcile the summary-level Average Daily Attendance (ADA) reported in the Principal Apportionment Data Collection (PADC) system with the monthly attendance testing records maintained at the school site level. Discrepancies were noted in the apportionment totals for the attendance month tested. Specifically, the ADA reported in the PADC system did not align with the monthly attendance testing records maintained at the site level.

Cause

The discrepancies appear to stem from inadequate internal controls over attendance reporting processes, inconsistent documentation practices, and lack of staff training on attendance accounting procedures.

Effect

Failure to reconcile attendance records may result in inaccurate apportionment claims, potentially leading to audit exceptions, fiscal penalties, and misallocation of state funding under the Local Control Funding Formula (LCFF).

Questioned Costs

The questioned costs is undetermined pending further reconciliation and review of attendance records. The Organization should conduct a detailed analysis to quantify any potential overstatement or understatement of ADA.

Repeat Finding

No.

Recommendation

The Organization should enhance its procedures for reviewing attendance reports to ensure accuracy and compliance. A comprehensive reconciliation should be performed between the monthly attendance testing data and the summary-level ADA reports. The reviewer must verify that the P-2 attendance reports are compiled using the correct attendance summary reports and confirm that the data reflected in the ADA summary spreadsheet matches the Organization's attendance system records. Additionally, the Organization should strengthen internal controls, standardize attendance documentation practices, and provide targeted training to staff responsible for attendance accounting.

Corrective Action Plan and Views of Responsible Officials

When the Organization is submitting ADA data to the CDE, it will regenerate all monthly reports from the Organization's attendance system to ensure that the ADA recorded on its summary spreadsheet still agrees to that shown on the regenerated report so that submission of ADA is accurate. The corrective actions outlined above are already underway, and the Organization is committed to ensuring accurate and compliant attendance reporting moving forward.

2024-004 40000 – Nonclassroom-Based Instruction/Independent Study (Material Weakness and Noncompliance)

Criteria or Specific Requirements

In accordance with California Code of Regulations (CCR), Title 5, Section 11704, charter schools offering independent study programs must maintain a pupil-to-teacher ratio that does not exceed:

- The ratio of average daily attendance (ADA) to full-time equivalent (FTE) certificated employees for all other educational programs in the largest unified school district within the same county or counties, or
- A fixed ratio of 25:1, whichever is lower.

Condition

Through review of the Organization's independent study ratio calculation, it was noted that the Organization's independent study ratio exceeded the calculated comparative ratio, resulting in the Organization's reporting of 260.80 excess ADA on the Second Period Report of Attendance.

Questioned Costs

The overstatement of 260.80 ADA units led to an estimated overclaim of approximately $4,573,217 in apportionment funding. This estimate was calculated using the California Department of Education's LCFF Derived Value of ADA by Grade Span.

Context

The condition was identified through review of the Organization's independent study ratio calculation and supporting records.

Effect

The Organization overclaimed 260.80 ADA on its Second Period Report of Attendance, resulting in an estimated penalty as follows:

Grade Span	Independent Study Excess ADA	Derived Value of ADA by Grade Span	Penalty
9-12	260.80	$ 17,535.34	$ 4,573,217

Cause

The Organization has experienced growth in its independent study program. The Organization did not monitor its internal staffing requirements to maintain the required ADA to FTE ratio.

Repeat Finding

No.

Recommendation

The Organization should periodically monitor its independent study ratio to ensure compliance with the comparative ratio of ADA to FTE. Alternatively, the Organization may consider revising its current agreement with teachers to allow for an increase in the ratio specifically for the independent study program.

Corrective Action Plan and Views of Responsible Officials

The Organization will implement ongoing monitoring of its independent study pupil-to-teacher ratios to ensure compliance with applicable regulations. Adjustments to excess Independent Study ADA will be made, as necessary, during both the Second Period (P-2) and Annual Attendance Reporting cycles.

Additionally, the Organization will regularly evaluate staffing levels within the program to maintain appropriate ratios and prevent future discrepancies.

Highlands Community Charter and Technical Schools
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2024

Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Financial Statement Findings

2023-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for the design, implementation, and maintenance of internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This includes the posting of all material adjustments necessary to close the year and accurately reflect the activity of the Organization.

Condition

Communicating Internal Control Related Matters Identified in an Audit defines a material weakness and significant deficiency. According to these definitions, an internal control system design must include elements to accurately prepare financial statements without adjustments by the auditor.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

The condition was identified through inquiry with the Organization's personnel and also through the review of available Organization records related to receivables, right-of-use lease assets, and lease liabilities.

Cause

The restatement of receivables and the adjustments of right-of-use lease assets and lease liabilities were due to error in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Recommendation

We recommend management, and those charged with governance, evaluate the internal control structure and consider changes as necessary that will ensure that the financial statements are free from potential material misstatements and allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Current Status

Not implemented, see current year finding 2024-001.

Federal Awards Findings

None reported.

State Awards Findings

2023-002 40000 – Unduplicated Local Control Funding Formula Pupil Count (Material Noncompliance)

Criteria or Specific Requirements

In accordance with *Education Code* Sections 2574(b)(3)(c), 42238.02(b)(3)(B), and 41020, the Organization is required to maintain supporting documentation of students who had a designation of "Free" or "Reduced" on the "1.18 – FRPM/English Learner/Foster Youth - Student List" CALPADS report that indicates the student was eligible for the designation reported on the California Longitudinal Pupil Achievement Data System (CALPADS).

Condition

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the Highlands Community Charter School inaccurately reported eligibility for a total of 20 students for Free and Reduce students.

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the California Innovative Career Academy inaccurately reported eligibility for a total of 1 students for Free and Reduce students.

Questioned Costs

The Organization over claimed the total eligible pupils by 20 for Highlands Community Charter School, resulting in a decrease of approximately $15,226 in LCFF funding.

The Organization over claimed the total eligible pupils by 1 for California Innovative Career Academy, resulting in a decrease of approximately $1,871 in LCFF funding.

Context

The condition was identified through a selection of students from Form 1.18, based on the criteria as stated on the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we selected a representative sample, to achieve a high level of assurance, from the students indicated as only free or reduced priced meal eligible (FRPM) identified under the "NSLP Program" column and verify there is supporting documentation that indicates the student was eligible for the designation.

Cause

It appears that the condition identified has materialized as a result of the CALPADS system not being updated properly to reflect the change in designation of Free and Reduced students.

Effect

As a result of testing, it appears that the Organization did not update the "1.18 – FRPM/English Learner/Foster Youth – Student List" CALPADS report due to the following events occurring: CALPADS was not being updated due to students not turning in their lunch applications by October 3 resulting in the Organization using the prior year designation, the Organization has a policy that allows a ten day grace period before the student's new status is put in effect, and when the "1.18 – FRPM/English Learner/Foster Youth – Student List" was amended the Organization only updated pupils who changed to free and reduced, which did not take into consideration the pupils who changed their status to paid.

Highlands Community Charter School

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
13,725	13,560	0	(20)	13,725	13,540

California Innovative Career Academy

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
3,345	3,175	0	(1)	3,345	3,174

Recommendation

The Organization should ensure that students classified as Free and Reduced properly reflect their designation in CALPADS by updating the students who have changed designations throughout the year.

Current Status

Implemented.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Highlands Community Charter School
Material Revision Request

Respectfully Submitted to the Twin Rivers Unified School District Board of Trustees

September 18, 2025

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted: September 2025

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GLOSSARY

Term	Definition
ADEL	Adult English Language Learner
COAAP	Civic Objective and Additional Assessment Plan
CTE	Career Technical Education
EdCite	Edcite is an online platform primarily used for creating, sharing, and administering educational assessments.
EL Civics	English Literacy and Civics Education
HCCS	Highlands Community Charter School
SETA	Sacramento Employment and Training Agency
TE	TOPSPro Enterprise
TRUSD	Twin Rivers Unified School District
WIOA	Workforce Innovation Opportunity Act

Preface

Highlands Community Charter School respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in the District. This material revision is being submitted as the Charter School is requesting the following changes to the charter:

1. **Updated Number of Sites**
   HCCS requests to maintain 14 sites as detailed in Element P the material revision.

2. **Updated Credential Qualifications**
   In the 2024-2025 school year, HCCS modified credential requirements for teachers based on a May 2025 update from the CTC and additional guidance communicated by TRUSD. This material revision will align the charter document with our commitment to utilize K-12 credentials rather than adult credentials for its teachers.

3. **Proposed Career Technical Education (CTE) Programs for 2025-2026 School Year**
   HCCS proposes to operate seven CTE programs in the 2025-2026 school year:
   - Culinary Arts
   - Digital Literacy and Multimedia
   - Early Childhood Education (ECE)
   - Medical Services
   - Microsoft Office Specialist (MOS) Certification
   - Personal Finance
   - Real Estate

4. **Addition of Grade 11**
   HCCS proposes to add grade 11 in compliance with guidance from TRUSD.

5. **Addition of CAST and CAASPP Assessments**
   HCCS will test students in both CAST and CAASPP based on guidance from the California Department of Education and TRUSD. While these assessments are intended for students in traditional high school programs, and HCCS serves adults, HCCTS has implemented this assessment to ensure compliance and accountability in its academic programs.

6. **Enhanced Curriculum for Improved English Learner Support**
   The HCCTS Board has approved the Savvas curriculum for HCCS. Implementation has begun with professional development support from Savvas in alignment with Professional Learning Community (PLC) structures.

7. **Lottery Procedures**
   HCCS respectfully requests approval to update its current lottery procedures to more accurately reflect the Charter School's existing admission practices. While maintaining full compliance with all applicable provisions of the California Education Code, HCCS

seeks to clarify and enhance its written policies and procedures to ensure greater transparency, accessibility, and alignment with the school's mission of serving adult learners. These updates will streamline the admissions process, reflect current operational structures, and better address the needs of the diverse student population.

With TRUSD's approval, HCCS will continue to uphold equitable and compliant admission practices while refining procedures to ensure they are clear, consistent, and supportive of the school's commitment to access and inclusion.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") and outside of the District pursuant to the WIOA exemption to site restrictions contained in the Charter Schools Act of 1992 is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to HCCS shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(e)(3).)
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking

to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. (Ed. Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a)(2).)
- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)
- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized and amended as the Every Student Succeeds Act ("ESSA").
- Comply with the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with the Ralph M. Brown Act.
- Comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47601.1.
- Comply with Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum number of school days. (Title 5 California

Code of Regulations § 11960.)

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.

_____ _____

Jonathan Raymond for HCCS Date

1111 Howe Ave., Suite 540

Sacramento, CA 95838

(916) 844-2283

Element A The Educational Program

Program Focus: Opportunities for Adult Learners

The Highlands Story
Highlands Community Charter School (HCCS) has been in operation since August 2014 and is one of two public charter schools operated by Highlands Community Charter and Technical Schools. HCCS exists to provide second chances — to serve adult learners aged 22 and older who, for a wide variety of reasons, were unable to earn a high school diploma through traditional pathways.

We serve a uniquely diverse student population, the majority of whom are immigrants and refugees. Some of our students arrive with advanced degrees from their home countries, having previously worked as engineers, teachers, and medical professionals. Others have had little or no formal education and are just beginning to learn to read, write, or speak English for the first time. Our model is built to honor this range of lived experiences — meeting students where they are and helping them reach where they want to go.

HCCS is open to all adult learners over the age of 22 and accepts students according to available capacity and lottery procedures. At our core, we believe that every student — regardless of their starting point — deserves access to a high-quality education, a pathway to a better future, and the unwavering support of a school community that sees their potential.

In July 2025, HCCS entered an era of renewal and accountability under the leadership of Executive Director Jonathan Raymond, former superintendent of Sacramento City Unified. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to urgently rebuild an adult education program on a foundation of institutional integrity and a deep commitment to putting students first in every decision. We are raising standards across the board to implement clear policies for fiscal responsibility, place K-12 credentialed teachers in every classroom, lower class sizes, develop a rigorous and standards-aligned curriculum, enable more professional learning for teachers, and expand access to career training to support workforce needs throughout the regions we serve.

While the school has temporarily cut back staffing and reduced its enrollment capacity as part of program restructuring, it has laid essential groundwork for deep structural change. Every initiative proposed in this revision reflects our commitment to building educational programs that deliver on HCCS's commitment to serving its students, families, and the public.

HCCS has also launched a comprehensive five-year strategic planning process to reimagine how we deliver services and meet the evolving needs of our learners. We are investing in academic

excellence, workforce relevance, and a culture of care. With these changes, we believe Highlands can become a statewide model for high-quality adult education that transforms lives.

Mission Statement
HCCS is a diverse community for social justice, serving the underserved by providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, HCCS builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of HCCS is to eradicate educational inequality and promote workforce success.

Executive Leadership
The Executive Leadership at Highlands Community Charter School provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress.

Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer, and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability.

Leadership Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education. Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California's history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He

previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments, and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Chief Operations Officer
Teresa holds a Ph.D. from the University of Illinois, Chicago, and has worked in the field of education for more than 29 years. Her work as a teacher, administrator, and author of mathematics curricula has spanned the breadth of the education community from PreK-12 through community college and university levels. She has extensive experience in executive-level district administration, as well as research and development for various non-profits, Riverside County Office of Education, and the Stuart Foundation, including co-development of an organizational health review.

Eric Chapman, Chief Academic Officer
Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer
Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen

multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Melissa Roberson, Director of Accountability and Assessment
Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Director of School Services
Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

The Population HCCS Desires to Educate
HCCS has the motto "...it's never too late." The school specifically focuses on providing educational opportunities for adults 22 years and older without a US high school diploma who have been unserved or underserved by the traditional educational system. This includes students who were unable to complete high school due to circumstances such as early parenthood, justice system involvement, or economic necessity, as well as immigrants and refugees seeking educational opportunities in the United States. HCCS provides a viable educational choice for

adult learners interested in completing their high school education in a supportive environment that recognizes their diverse backgrounds, experiences, and goals.

The school serves students from 89 countries, with the five most represented countries as of the 2024-2025 school year being Afghanistan (5,830 students), Ukraine (1,383), Russia (1,356), Mexico (1,014), and Vietnam (318). This international diversity reflects both global migration patterns and Sacramento's role as a resettlement community for refugees and immigrants.

Student Population Characteristics

Demographics and Geographic Distribution

HCCS enrolls students primarily from Sacramento County, serving a culturally and linguistically diverse population. Women comprise 58.90% of the student body, men 41%, and 0.10% identify as nonbinary. The school serves grades 9-12, with all students being 22 years of age or older.

Language and Cultural Diversity

Approximately 90% of HCCTS students are English Language Learners, though the school also serves English proficient students seeking to complete their education through credit recovery. Based on enrollment data, there are multiple primary languages represented at HCCS, reflecting the diverse countries of origin of the student population. The five most represented countries at HCCS as of Census day for the 2024-2025 school year are Afghanistan, Ukraine, Russia, Mexico, and Vietnam. The table below shows the top five countries of origin for students at HCCS by year for the last three years, along with the number of students enrolled by year for that country.

	2022-2023	2023-2024	2024-2025
1	Afghanistan (2,875)	Afghanistan (3,755)	Afghanistan (5,830)
2	Ukraine (990)	Ukraine (1,305)	Ukraine (1,383)
3	Mexico (920)	Russia (1,239)	Russia (1,356)
4	Russia (634)	Mexico (1,036)	Mexico (1,014)
5	United States (381)	Vietnam (268)	Vietnam (318)

Socioeconomic Status

The overwhelming majority of HCCS students qualify as socioeconomically disadvantaged, with over 97% qualifying for this status in the 2023-2024 census, an increase from the historical 90%+ rate.

Free and reduced lunch eligibility has grown significantly:

Year	Students Eligible for Free/Reduced Lunch
2022-2023	5,690
2023-2024	9,350
2024-2025	11,546

Housing Instability
A significant portion of the student population experiences housing instability:

Year	Enrolled Homeless Students
2022-2023	450
2023-2024	1,584
2024-2025	1,365

Due to the social stigma associated with homelessness, these numbers likely represent underreporting, as many students temporarily staying with friends or family may not identify as homeless.

Student Challenges and Needs

Varied Educational Backgrounds
The educational backgrounds of HCCS students vary dramatically. Some refugee and immigrant students arrive with advanced degrees from their countries of origin and extensive English language experience, while others may have never had formal education and lack literacy in their first language. US-born students typically have experienced interruptions in their education due to various life circumstances.

Multiple Responsibilities
Many students are adults managing multiple responsibilities, including employment, family care, and basic needs. They often lack access to reliable transportation, computer technology, and childcare. Limited free time presents ongoing challenges for academic engagement and completion.

Trauma and Life Experiences
Students frequently arrive having experienced various forms of trauma including displacement, poverty, addiction, homelessness, and incarceration. Ex-offenders face particular challenges re-entering educational settings and often require additional academic and social-emotional support.

Access to Basic Needs
Many students lack access to fundamental necessities including food, appropriate clothing, school supplies, and stable housing. The refugee population faces additional challenges adapting to new customs, culture, and technology while building English proficiency and seeking employment.

Student Goals and Motivations

Students enroll at HCCS with diverse but interconnected goals: improving English language skills, completing their high school education, accessing better employment skills and opportunities, supporting their families, and participating more fully in their communities. For many, earning a high school diploma represents both a long-deferred dream and a critical step toward economic stability and further education. HCCS recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate in both academics and the needs of their well-being, and balanced in knowledge of core subjects, communication, career and civic readiness, and the use of technology. In the grades 9-12 high school context, this means students engage in a coherent course of study that builds critical thinking and problem-solving, and helps them act with increasing independence and confidence in academic and professional settings. Our students become empathetic, collaborative members of the community. Through collaboration, they set and pursue personal, academic, and career goals. A climate of mutual trust and support leads students to demonstrate empathy and to engage in respectful, productive communication. Teachers guide students to see themselves as global citizens who are empowered and responsible for making positive changes in their immediate environments and beyond. Accordingly, an educated person in California today is literate in English and able to communicate and function competitively and productively in the workforce, in higher-education classrooms, and in their communities.

Our students **seek understanding and peace** within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have had limited access to technology learn to use digital tools as a means to succeed in school, work, and civic life.

Our students are **scholars** who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California/ Sacramento community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are **community members** who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the skills they have developed and prepared to communicate, collaborate, and contribute.

Our students are **citizens** of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our

campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are **members of an increasingly technical and information-based world** and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Educational Philosophy and Approach

HCCS supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

Learning Occurs in the Context of Safe and Trusting Relationships

Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

Trauma-Informed Educational Practices

Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.

Relational Pedagogy

We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.

Community Building and Peer Support

We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Mental Health and Wraparound Services

We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership

with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption
Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Instruction Must Meet Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)
A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design
We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support
Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at

their level and provide translated background text and videos that build background knowledge to enhance ELLs access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching
Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness
Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Effective Adult Learning Requires Agency and Relevance
Adult learners bring intrinsic motivation and clear goals that can be powerful drivers of academic success when properly leveraged. Our role is to create learning experiences that honor students' autonomy while providing the structure and support they need to achieve their educational objectives.

Self-Directed Learning and Goal Setting
We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Choice and Flexibility in Learning
Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.

Real-World Connections and Application
Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students

might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.

Career and College Integration
We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.

Student Voice and Feedback
Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.

Ownership of Learning Outcomes
We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.
These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

Foundational Research and Theories Supporting Our Approach

Adult Education Learning Theories
HCCS applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources, including personal achievement, social factors, and career advancement.

Sociocultural Theories
According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-world participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that

mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013).

The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is defined as, "a process of setting up" the situation to make the student's entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner's ZPD.

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities.

According to the U.S. Department of Education's Literacy Information and Communication System (2012), differentiated instruction engages students at a range of different levels with various learning styles and makes learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction (CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the

most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

As a charter school exclusively serving students over the age of 21, the English assessment requirements of federal and state law applicable to students aged 3 through 21, as defined by Education Code section 306, do not apply to HCCS.[1] Almost all of the students at HCCS are classified in CALPADS as adult English Language Learners or ADELs. Therefore, HCCS students do not take the English Language Proficiency Assessments for California (ELPAC) or appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). HCCS goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At HCCS, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Language and Content Learning Are Interconnected.

Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.

Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

[1] Education Code section 306, section (a), defines “English learner” for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. “the term ‘English learner’, when used with respect to an individual, means an individual who is aged 3 through 21.”

Authentic Assessment Drives Responsive Instruction.
We move beyond standardized measures to develop assessment practices that capture the full range of our students' growing capabilities. This includes portfolio-based assessments, project-based demonstrations of learning, and self-assessment tools that help students track their own progress toward their goals.

Language Assessment Upon Enrollment

As a WIOA partner, HCCS assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with HCCS level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
As an exclusively adult-serving charter school, HCCS serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment and Class Size to Support Learning Goals
Enrollment at Highlands Community Charter School has increased each year since its opening. In the 2021–2022 school year, enrollment was 3,751; in 2022–2023, enrollment rose to 6,749; and in 2023–2024, enrollment grew again to 9,069 students, according to the DataQuest census day snapshot. By the end of the 2023–2024 school year, HCCS experienced a significant increase in enrollment and heavily impacted classes. Teachers reported that students were often unprepared with essential skills, and frequent roster changes disrupted instruction. In response, the enrollment process was revised for the 2024–2025 school year to better prepare students and support more strategic class planning. In the 2024-2025 school year new students were enrolled

on a biweekly basis rather than continuously throughout the term. Orientation was also updated to include study skills, academic planning, and CASAS assessments.

Five-Year Enrollment Rollout Plan
HCCS has dramatically reduced its enrollment due to updated credential requirements for teachers. As a result, HCCS has recently laid off 631 employees (teachers who only possess an adult education credential as well as staff that would support these teachers and the students that they serve).

Although we currently have over 2,700 students on a waitlist waiting to enroll, the school needs to rebuild its capacity to serve them. For the 2025-2026 school year, HCCS currently has approximately 1,000 students enrolled and plans to increase growth at a reasonable pace over the following four fiscal years as it hires and/or trains additional K-12 credentialed teachers. The five-year enrollment rollout plan is as follows:

Year	Number of Students
2025-2026	1,000
2026-2027	1,100
2027-2028	1,210
2028-2029	1,331
2029-2030	1,464

In the 2024-2025 school year, HCCTS adopted a Class Sizes and Enrollment Board Policy (6151BP) which stated that, “While California does not mandate class size limits for grades 9-12, HCCTS recognizes the importance of maintaining class sizes that promote a productive learning environment, reduce teacher workload, and enhance student engagement. Optimal class sizes are essential to support personalized instruction, improve student outcomes, and foster academic success. The Board of Directors, in consultation with the Executive Director, will establish appropriate class size limits that align with HCCTS’ instructional goals and student needs.” For the school year 2025-2026, class sizes are set at 30-1.

Class Size Guidelines

- Student-to-Teacher Ratios: Class sizes will be managed to ensure student-to-teacher ratios that support personalized instruction and academic success.

- Program-Specific Adjustments: Class sizes may vary depending on the nature of the program (e.g., independent study, bridge programs, or high school completion).

Enrollment Management

● Enrollment Caps: Each classroom will have an enrollment cap aligned with physical capacity and instructional goals.
● Monitoring and Rebalancing: HCCS Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

● Cross-Reference with Physical Capacity: Class sizes and enrollment numbers will be managed in coordination with physical capacity limits as outlined in BP 7110 Physical Classroom Capacity to ensure compliance with Fire Marshal regulations and building codes.

Impact on Instruction and Student Outcomes

● Teacher Workload: Class size limits will be established to reduce teacher workload and promote effective instruction.

● Student Engagement: Class sizes will be prioritized in courses requiring intensive instruction or student participation.

Admission Process
HCCS has introduced a comprehensive admission process to better prepare and place incoming students. This process includes registration, grade level placement, an overview of student expectations and services, and covers any technology-related needs. This enhanced enrollment process ensures students are fully supported from registration to their first day, setting them up for success at HCCS.

2025-2026 ACADEMIC SCHOOL CALENDAR



July 1 - Aug 1	Summer Break	Jan 19	Martin Luther King Jr. Day	May 25	Memorial Day
Aug 4 - Aug 13	Staff Development Days	Feb 12	Lincoln Day	Jun 19	Juneteenth
Sept 1	Labor Day	Feb 16	Presidents' Day	Jun 29 - Jun 30	Staff Development Days
Nov 12	Veterans Day Observed	Mar 27	César Chávez Day Observed		
Nov 24 - Nov 28	Thanksgiving Break	Mar 30 - Apr 3	Spring Break		
Dec 22 - Jan 2	Winter Break	Apr 6 - 7	Staff Development Days		

Goals of HCCS Program and Student Learning Outcomes

HCCS has three Schoolwide Learner Outcomes (SLO):

- Academic Growth: Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- Career Progress: Students make documented progress toward individualized education, workforce skill development, and career goals.
- Digital Communication: Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many of our learners enter HCCS with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community success. To make this real in classrooms, and to build a bridge to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to learners 22+ who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are centered around K-12 state standards shaped by the needs of our students and community, and grounded in a commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to learning so students can persist and complete. At HCCS, we believe in our students, we believe in our community partners, and we believe that it's never too late.

The Instructional Leadership Team: Stewards of HCCS's Academic Goals
The goals of the HCCS program are created and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team. The ILT is comprised of the CAO, the principals, teacher leaders, Director of Professional Learning, Director of CASAS testing, and Director of Curriculum. The ILT meets every other week to ensure that HCCS is meeting its academic goals by analyzing student learning data and designing professional learning support that responds to these data as well as to teacher-reported needs. The ILT works to create coherence across our goals and accountability requirements to support teachers in understanding how these efforts overlap and form our core goals.

Common Core Standards
HCCS is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content

area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects
HCCS offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies and electives.

English Language Arts
The English Language Arts courses guide students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes, developing skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic success and professional communication.

Mathematics
The Mathematics courses build foundational skills through a sequence aligned with California Common Core standards, beginning with Pre-Algebra and progressing to Algebra 1 and Geometry. Students develop proficiency with key concepts such as fractions, decimals, ratios, proportions, equations, and basic geometry. Emphasis is placed on applying mathematical reasoning to real-life contexts like financial calculations and problem-solving. The curriculum fosters critical thinking and the ability to represent mathematical situations numerically, graphically, verbally, and symbolically, preparing students for success in advanced math courses and everyday life.

History-Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking, connecting academic content with learners' personal and community experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science

introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
The Electives program offers diverse opportunities for students to develop critical reading, communication, and public speaking skills. Courses like *Reading for Pleasure* foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series of courses supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses focus on building foundational language skills through systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum

HCCTS recently engaged in a curriculum adoption process to procure Savvas, a standards-aligned curriculum for HCCS courses. We followed an articulated adoption process and received guidance from our UMass Global credentialing partner who had extensive experience with curricular materials that best serve ELLs. Our process involved reviewing materials utilized by other surrounding school districts as well as following recommendations by EdReports in order to understand the best options for our context. We engaged in vendor demos, received teacher feedback around our top choices, and delivered our final proposal to the board of directors for approval.

The HCCTS board approved the adoption of the Savvas curriculum in August 2025. There were many elements that led to this choice including a single user-friendly platform for both teachers and students, and a high rating on EdReports. The curriculum is also used by Twin Rivers

Unified School District, Elk Grove Unified School District, and Los Angeles Unified School District. In order to support teachers to gain familiarity and comfort with the new curriculum, the start of classes was extended until August 14th and teachers met in professional learning communities (PLCs) to build their knowledge of the standards-aligned curriculum. Our contract with Savvas includes access to both an online digital curriculum and to teacher edition textbooks and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish
A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English
An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum
In-house developed theme packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Understanding Learning: Using Student Assessments to Support HCCS Goals

We employ multiple forms of assessment to monitor student progress and inform instruction:

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys**: Self-perception data helps us to understand the student experience.
- **CASAS testing:** Comprehensive Adult Student Assessment System, a competency based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP**: California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments**

Administered 3 times per program year

- **ELD Level Placement Test**
  Upon enrollment
- **ELD Level Exit Test**
  Administered to determine readiness to advance to the next ELD level

Professional Development Supporting HCCS Goals

High-quality professional learning is about creating a learning system. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings.

HCCS leadership works in partnership with HCCS principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. There are several core beliefs about practitioner-based learning that informs the HCCS approach to professional learning:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are being met.
- Agency and relevancy are guiding drivers for adult learners; being able to articulate their own goals and see where they are on the path to achieving those goals is essential for adult learners.
- For instruction to be changed and improved, the learning experience of students must be public (not hidden away).
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition
Central to HCCS professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All HCCS educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices
Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking
We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning

about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making

As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

HCCS Professional Learning Structures

There are multiple existing structures that support professional development at HCC for teachers and leaders.

Friday Professional Development Sessions

Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Leading is complex and uncertain work, and HCCS supports its two principals in PLC sessions led by the Chief Academic Officer. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are

progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Per Week Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching

Teaching standards-aligned high school curriculum to newcomer adults with varying degrees of education in their home language and a wide range of English skills is challenging teaching. To support excellent instruction, HCCS is in the process of investing in on the ground coaching for our teachers. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction. At the time of the writing of the material revision, we plan to begin Phase 1 of the teacher coaching program by October 15th. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on the ground support of teachers ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement

Assessment is a core to instructional improvement at HCCS. Not only does assessment tell us

where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. HCCS is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The instructional leadership team (ILT) will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand barriers to student progress.

Informal Assessments and Improvement
Working in their PLCs, teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT uses classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience The HCCS instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, we do value this source of data to understand HCCS's social and emotional conditions for learning.

Every year, HCCS conducts anonymous student climate surveys. These surveys are sent out to students in the following languages:

- English
- Arabic
- Spanish
- Persian
- Armenian
- Pashto
- Russian
- Turkish
- Ukrainian
- Vietnamese
- Chinese

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app.

Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

HCCS students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of HCCS students who agree or strongly agree with each statement for the year indicated for the last three years.

Survey Statement	2022 - 2023	2023 - 2024	2024 - 2025
Lessons help me in my daily life.	96%	88%	95%
Lessons are interesting.	95%	90%	95%
I know what I need to do to make progress in my classes.	96%	90%	94%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	95%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	95%	89%	94%
I have the technology I need to learn.	95%	91%	96%
The school, classrooms, and buildings are clean and in good condition.	96%	94%	93%
The school tells me important information regularly (holidays, school announcements, events).	94%	95%	97%
All students from different backgrounds and countries are treated kindly.	92%	96%	97%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	92%	97%	96%

My teacher really cares about me and respects me.	93%	98%	98%
My counselor really cares about me and respects me.	91%	92%	87%
The school helps me turn my college and career goals into a plan.	90%	84%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	85%	78%	85%
I want to learn more about mental health and how to deal with stress.	76%	57%	67%
I feel connected to the school, my classmates, and teacher.	85%	83%	90%
I feel safe at school (I trust our leaders to make our school safe).	87%	95%	94%
I know how to log in and check my student email.	72%	90%	93%
I know how to log in to my online learning tools	77%	84%	91%
Highlands helps me learn to use technology by giving mobile devices and digital literacy training.	64%	79%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week.	*ND	*ND	77%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Because many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, HCCS provides extra support to ensure students' academic success. Classroom teachers are available to meet with students before and after school during their office hours to support students who are struggling academically.

Paraeducators

English proficiency and learning needs vary widely for our incoming students. HCCS paraeducators provide crucial language scaffolding by providing individualized instructional support in students' native languages and creating more opportunities for meaningful English language practice, ensuring that our Level 0 students can fully benefit from our educational programs.

Additionally, paraeducators who share students' cultural backgrounds can create a more comfortable environment that reduces the anxiety often experienced by new students and immigrant populations. While teachers focus primarily on academic instruction, paraeducators provide crucial social-emotional support to help students navigate their educational environment successfully. Paraeducators also help students build digital literacy, fluency with the HCCS systems, and provide academic support.

HCCS hired 32 new paraeducators in 2024–2025 to expand instructional support across its sites. All but two of those paraeducators were released in June 2025 as part of the school’s

restructuring process, which prioritized staffing of credentialed instructors. HCCS plans to rehire three additional paraeducators this school year as it builds its program capacity and will further increase paraeducator staffing as part of its sustainable five-year growth plan.

Literacy Support
During the 2025-2026 school year, HCCS will hire staff to provide literacy support for English language learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
HCCS will implement an in-person tutoring program to replace previous online tutoring opportunities. Based on feedback from students and staff, online tutoring no longer effectively serves the needs of our student population. Key challenges, detailed below, include a lack of digital literacy skills, low student engagement, and limited availability of support. The design of our in-person tutoring program will focus on effectively addressing these findings.

<u>Challenges for Students Accessing Online Tutoring</u>

- Cultural barriers – example: Afghan women
    - Our student population with the highest level of need for one-on-one tutoring
    - Working one-on-one with male tutors would violate cultural and religious norms
    - Afghan women typically have limited experience or skill with technology
    - Afghan women may have limited literacy skills and English language skills
    - Require in-person, one-on-one support by Dari or Pashto-speaking women tutors
- Technology barriers
    - Online login processes may limit access for students with low technical proficiency
    - Our student population may not have access to high-speed internet at home
    - Our student population may not have a device with internet access for use at home
    - Most online tutoring is chat-based, requiring literacy and typing skills
- Linguistic barriers
    - Top 5 languages:
        - Dari
        - Pashto
        - Ukrainian
        - Russian
        - Spanish
    - Online tutoring by English-speaking tutors cannot support students with limited English proficiency

<u>In-Person Tutoring Program Design</u>
HCCS is in the process of contracting with a tutoring business to offer students in-person tutoring that will:

- Account for cultural and technological barriers when assessing student needs
- Staff tutors who can serve specific cultural and linguistic populations of greatest need
- Implement and refine best practices for providing one-on-one academic support

- Develop robust translated learning materials for students in multiple formats

Student Success Team (SST)
At HCCS, the Student Success Team (SST) process is a collaborative, data-driven approach to identify and implement support strategies for students experiencing academic, behavioral, or attendance-related challenges. The goal is to equip educators with additional tools and resources to meet students' needs in the general education setting and, when necessary, connect students with services such as tutoring, counseling, or basic needs assistance. While SST may result in a referral to a 504 committee, its primary function is not to initiate such referrals.

SST Membership and Roles
SSTs are convened by the Director of Student Services or designee and include the student's counselor (as the facilitator), current teacher(s), the student, and guardians when applicable. Additional specialists such as social workers, speech therapists, healthcare providers, paraeducators, and language navigators may be invited based on student needs.

Referral Process
Students may be referred to the SST for persistent academic or behavioral concerns. Before referral, teachers must document the use of differentiated instructional strategies and collaboration with other staff. Referrals are submitted using a standardized form and must include relevant data such as attendance records, academic assessments, behavior logs, and prior interventions.

SST Meeting Process
Scheduling: SST meetings are scheduled promptly based on the urgency of the concern and include all relevant team members.

Data Collection
The team reviews comprehensive student data to inform the discussion.

Intervention Planning
A tailored plan is developed with specific goals, strategies, responsible staff, and a timeline for implementation.

Follow-Up
A follow-up meeting is held six weeks after the initial meeting to assess student progress and adjust the intervention plan as needed.

Documentation
All decisions, meeting minutes, and progress reports are documented and stored in the student's confidential file in accordance with FERPA and HCCTS policy.

SST Outcomes
The SST may recommend continued interventions within the general education setting, changes in instructional methods or placement, referrals to support services or external agencies, or, if

appropriate, a referral to the 504 Committee. All recommendations are monitored and evaluated for effectiveness.

Confidentiality and Compliance
SST processes comply with all applicable privacy laws, including FERPA. All records and discussions remain confidential and are shared only with authorized personnel.

Socioeconomically Disadvantaged Students
At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies socioeconomically disadvantaged and low-income students consistent with state and federal definitions upon registration through our Household Income Data Collection form and PowerSchool SIS system. This subgroup makes up a large majority of our student population.

To best serve our socioeconomically disadvantaged and low-income students, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in academic enrichment activities that align with their level-pacing academic plans and learn cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how to use mental models. Additionally, to meet the economic needs of these students, HCCS holds workshops with partners on issues related to economic need and building financial independence.

Instructional Days and Minutes Calculations
HCCS maintains multiple bell schedules that consistently exceed the minimum instructional time required under Education Code Section 47612.5(a), which mandates 64,800 minutes annually. Both AM and PM bell schedules detail 5 consist of 5 instructional days, Monday through Friday with 5 periods each except on 17 modified Friday schedules designed to incorporate time for teacher professional development. The Academic Calendar(found on page 25) includes 197 instructional days, 180 regular and 17 modified Fridays, totaling 65,087 minutes for both AM and PM schedules.

Instructional Minutes Report (Full Day) *Bell Schedule* *2025-2026*				**Instructional Minutes Report (Teacher PD)** *Bell Schedule* *2025-2026*		
AM Bell Schedule				**AM Bell Schedule**		
PLC - Planning	8:00 - 8:45 am	0		PLC - Planning	8:00 - 8:45 am	0
Period 1	8:45 - 9:51 am	66		Period 1	8:45 - 9:38 am	53
Passing Period	9:51 - 9:53 am	2		Passing Period	9:38 - 9:40 am	2
Period 2	9:53 - 10:59 am	66		Period 2	9:40 - 10:33 am	53
Passing Period	10:59 - 11:01 am	2		Passing Period	10:33 - 10:35 am	2
Period 3	11:01 - 12:07 pm	66		Period 3	10:35 - 11:28 pm	53
Passing Period	12:07 - 12:09 pm	2		Passing Period	11:28 - 11:30 pm	2
Period 4	12:09 - 1:15 pm	66		Period 4	11:30 - 12:23 pm	53
Lunch	1:15 - 1:45 pm	0		Lunch	12:23 - 12:53 pm	0
Period 5	1:45 - 2:51 pm	66		Period 5	12:53 - 1:46 pm	53
PLC - Reflection	2:51 - 4:30 pm	0		Professional Development	2:00 - 4:30 pm	0
	Total Instructional Minutes:	**336**			**Total Instructional Minutes:**	**271**
PM Bell Schedule				**PM Bell Schedule**		
PLC - Planning & Reflection	2:00 - 4:00 pm	0		Professional Development	2:00 - 4:30 pm	0
Period 6	4:00 - 5:06 pm	66		Break	4:30 - 5:05 pm	0
Passing Period	5:06 - 5:08 pm	2		Period 6	5:05 - 5:58 pm	53
Period 7	5:08 - 6:14 pm	66		Passing Period	5:58 - 6:00 pm	2
Passing Period	6:14 - 6:16 pm	2		Period 7	6:00 - 6:53 pm	53
Period 8	6:16 - 7:22 pm	66		Passing Period	6:53 - 6:55 pm	2
Passing Period	7:22 - 7:24 pm	2		Period 8	6:55 - 7:48 pm	53
Period 9	7:24 - 8:30 pm	66		Passing Period	7:48 - 7:50 pm	2
Lunch	8:30 - 9:00 pm	0		Period 9	7:50 - 8:43 pm	53
Period 10	9:00 - 10:06 pm	66		Lunch	8:43 - 9:13 pm	0
Site Close	10:06 - 10:30 pm	0		Period 10	9:13 - 10:06 pm	53
	Total Instructional Minutes:	**336**		Site Close	10:06 - 10:30 pm	0

Instructional Requirements Report 2025-2026				
AM Bell Schedule				
Weekdays	*InstructionalMintues per Day*	*InstructionalDays*	*Grand TotalMinutes*	
All (M-F)	336	180	60,480	
Teacher PD Days	271	17	4,607	
PM Bell Schedule				
Weekdays	*InstructionalMintues per Day*	*InstructionalDays*	*Grand TotalMinutes*	
All (M-F)	336	180	60,480	
Teacher PD Days	271	17	4,607	
Instructional Requirements				
Requirement		*Requirement*	*Meets Requirement?*	*Notes*
Annual Instructional Minutes Required for Grades 9-12 (AM)		EDC 47612.5:64,800	Yes	65,087.00
Annual Instructional Minutes Required for Grades 9-12 (PM)		EDC 47612.5:64,800	Yes	65,087.00
Required Minimum Miutes per Day (AM)		EDC 46141:240	Yes	336.00
Required Minimum Miutes per Day (PM)		EDC 46141:240	Yes	336.00
Earliest Start Time for High Schools		EDC 46148:8:30 AM	Yes	9:00 AM start
Minimum Number of Days per Track		EDC 47612(d)(3):175 Days	Yes	197
Attendance Charters Must Require of Students		EDC 47612.5(e)(1):80%	Yes	In Board Policy
Required Percentage of School Days for Each Track Prior to April 15		EDC 47512(d)(5):55%	Yes	73%
Month	**Instructional Days**	**Instructional PD Days**		
July	0	0		
August	11	1		
September	19	2		
October	21	2		
November	12	2		
December	13	2		
January	17	2		
February	16	2		
March	17	2	Excess Minutes	287
April	16	1	Excess Days	0.85
May	19	1		
June	19	0		
Total	**180**	**17**		

Graduation Requirements
HCCS' high school students are eligible to graduate when they have been awarded 180 high school credits: 110 Academic including a mandatory 10 credits academic credits from Workforce Readiness courses, and 70 in elective or Career Technical Education (CTE) credits. As part of the 180 credits, transfer credits and employment credits count toward this total. As soon as the high school students complete 180 credits and those credits are verified, students are eligible to apply for their diplomas. After students receive their diplomas, they are asked to participate in a graduation ceremony.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements left to graduate. Each student is provided with an academic progress report. In the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2030-31 school year.

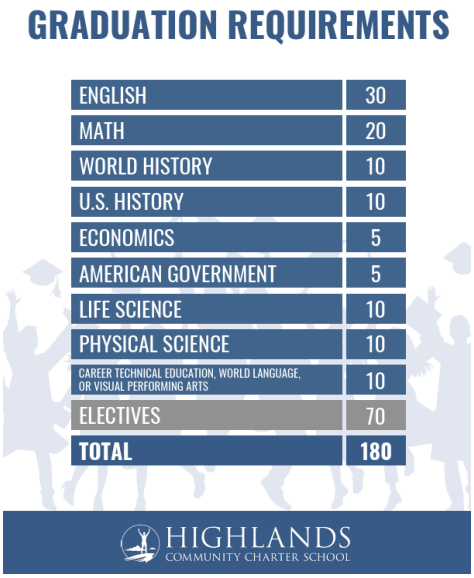

Attendance Policy
HCCS recognizes that attendance is a critical indicator of student progress and overall academic success. Despite the inherent challenges in ensuring consistent engagement among adult learners across all instructional periods, the school remains committed to full-day attendance expectations for all students.

In the 2024–2025 school year, HCCS has implemented a series of initiatives aimed at improving student attendance, enhancing the accuracy of attendance reporting, and strengthening accountability measures for both educators and administrators. These efforts include the adoption of a revised Attendance Enforcement Policy (BP 5113.1) by the HCCS Board of Directors on March 20, 2025. Key changes in the updated policy include:

- 80% Daily Attendance Rule: Students must be present for at least 80% of scheduled instructional hours weekly.
- 15-Minute Rule: Students who check in but leave within the first 15 minutes of class without prior approval will be marked absent. Repeated violations may result in intervention and disenrollment.
- Meaningful Engagement: Attendance is verified by meaningful engagement. Students who check in but fail to participate meaningfully will be marked absent.
- Forgery of Attendance Records: Any student found falsifying attendance records, including signing in for another student, will face disciplinary action, including possible suspension, expulsion, or disenrollment.

HCCTS employs tiered intervention strategies to support students struggling with attendance before taking disciplinary action:

- Notifications: Calls, text messages, and emails will provide immediate alerts to students who have not met attendance requirements.
- Outreach & Support: Students flagged for low attendance will be contacted by school staff to assess barriers and develop a support plan.
- Attendance Contracts: Students with ongoing attendance issues may be placed on a probationary attendance contract outlining expectations and consequences.
- Disenrollment Procedures: Students failing to meet attendance requirements after documented interventions may be disenrolled following due process, as outlined in BP 5111.5 (Disenrollment).

Additionally, HCCS has drafted and adopted the following policies to help enforce attendance.

  - 5111.5 Disenrollment and Involuntary Removal (Revised and Approved 03/20/2025) - Outlines the involuntary disenrollment for students who accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them.
  - 5120 BP Satisfactory Academic Progress (Approved 03/20/25) - Outlines students must maintain active attendance
  - 5131 BP Student Conduct (Revised and Approved 03/20/2025) - Outlines the ramifications of students who forge attendance records
  - 6164.5 BP Student Success Teams (Revised and Approved 04/25/2025) - Outlines interventions to support students reportedly struggling with attendance

In addition to the board policies, HCCS has updated the bell schedule for the 2025-2026 school year, which now contains 5 periods rather than 3 periods for the AM schedule. It meets the minimum number of instructional minutes, and it has only one PM schedule for all sites, rather than three (as in the 2024-2025 school year).

Record Retention & Compliance

- BP 5120 (Satisfactory Academic Progress) now mandates that manual attendance records, including sign-in sheets, be retained for three years in both physical and digital formats to ensure compliance with California Code of Regulations, Title 5 and facilitate accurate auditing.
- The Director of Attendance is responsible for overseeing record retention and compliance audits to maintain regulatory standards.
- Random attendance audits will be conducted regularly to identify and prevent discrepancies.

We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available, either at HCCS, at one of our partner organizations, or at an external location.

Attendance Calendars
In the 2024-2025 school year HCCTS contracted with Charter Impact to assist with setting up 20-day Attendance Calendars in PowerSchool to ensure correct divisors in calculating ADA for P-2.

Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward.

An example of the 20 day calendar can be seen below for the 2025-2026 school year:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ATTENDANCE CALENDAR

SCHOOL MONTH	DATE RANGE	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	DAYS OF INSTRUCTION	TOTAL
1	8/4/2025 - 8/29/2025	AUG 4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	17	
2	9/1/2025 - 9/26/2025	SEP 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	19	
3	9/29/2025- 10/24/2025	29	30	OCT 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	20	
4	10/27/2025 - 11/21/2025	27	28	29	30	31	NOV 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	19	75
5	11/24/2025 - 1/19/2025	24	25	26	27	28	DEC 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	15	
6	1/5/2026 - 1/30/2026	JAN 5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	19	
7	2/2/2026 - 2/27/2026	FEB 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	18	
8	3/2/2026 - 3/27/2026	MAR 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	19	146
9	3/30/2026 - 4/24/2026	30	31	APR 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	13	
10	4/27/2024 - 5/22/2026	27	28	29	30	MAY 1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	20	
11	5/22/2026 - 6/19/2026	25	26	27	28	29	JUN 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	18	197
12	6/22/2026 - 6/30/2026	22	23	24	25	26	29	30														7	
																				FULL YEAR		204	74%

PD DAYS	
HOLIDAY	
THANKSGIVING BREAK	
SPRING BREAK	
WINTER BREAK	
FINAL COMPLETE P1 MONTH	
FINAL COMPLETE P2 MONTH	
FINAL COMPLETE PA MONTH	

Academic Progress
HCCS has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual

attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

Career Technical Education (CTE)

CTE programs provide students with hands-on job training while earning course credits and industry recognized certifications. Courses help students build skills for careers, develop student agency and confidence, and build social capital, all while pursuing career pathways that allow students to earn a liveable wage

HCCS recognizes the importance of robust Career Technical Education programs, especially for traditionally underserved students. Programs in the past were developed with student interests in mind and course expansion was historically based on student interests. Moving forward, HCCS will align workforce needs with student interests to identify the most viable CTE classes and pathways.

Currently, HCCTS offers one Personal Finance course as part of our CTE program. We are looking to add a licensed real estate class, relaunch the culinary, welding, health services, early childhood education, and digital literacy classes in the new calendar year. Further efforts to expand CTE offerings revolve around business, community organization and school partnership. The redesign effort is just beginning, and involves identifying the leading businesses and industries in the Greater Sacramento Metropolitan that have job opportunities at liveable wages and can support workforce development pathway programs for students with industry aligned certificates. Community-based organizations are serving as intermediaries to facilitate employer and school-based connections, and later to provide adult mentors and internship opportunities for students. The redesign emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work based learning. New courses will be carefully vetted and released in phases.

Highlands Community Charter School currently offers one Personal Finance through the CTE program in 2025-26. To grow capacity and pathway offerings, our CTE program is entering a redesign led by a cross functional team. We are centering student voices and using labor market data and teacher input to shape offerings that put learners first. The plan emphasizes clear pathways based on local and regional employer needs, flexible schedules, strong language supports, and meaningful work based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

HCCS will have seven CTE programs in the 2025-2026 school year:

- Culinary Arts
- Digital Literacy and Multimedia
- Early Childhood Education (ECE)
- Medical Services

- Microsoft Office Specialist (MOS) Certification
- Personal Finance
- Real Estate

Culinary Arts

Culinary Overview

Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications

- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements

- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non-slip shoes for lab days

Work-based Learning

- Guest chefs, site tours, catering practice for school events, community tastings
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification, where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School-issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements

- Completion of project-based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based Learning

- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress
- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview
Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language supports are embedded for multilingual learners.

ECE Target Certifications
- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements
- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning
- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress
- Hiring teachers for this program
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview
Entry-level health care services skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS CPR and First Aid
- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based learning
- Real world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investment. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work based learning
- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress
- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026

Personal Finance Progress
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview
Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications
- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements
- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning
- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress
- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability and Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions

- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next level training

Workforce Services

The Center for Workforce Solutions is located at the main campus on Hillsdale Blvd. The Center accepts both walk-ins and appointments and connects students to a variety of services including:

- Job fairs
- Job search services
- Assistance with CalJOBS
- Application help
- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- Referrals to partners and other external agencies
- Center for Workforce Solutions

Workforce Innovation and Opportunity Act

In 2014, the Workforce Innovation and Opportunity Act (WIOA) became law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs.

Under Ed. Code 47605.1(f)(1) HCCS provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.), now known as WIOA. HCCS partners with The Sacramento Education and Training Agency, the local workforce development board for Sacramento County. All students may only be admitted under the terms of an exclusive partnership agreement, which limits students to those 22 years of age or older.

Under Education Code 47605.1(f), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

Technology

HCCS students have varying levels of knowledge and experience with technology. Some students are very familiar and comfortable using computers and computer programs. Some students have excellent typing, composition, and internet skills, while others struggle to turn on a computer.

HCCS prioritizes and supports the use of technology in our learning environments because increasing experience and proficiency with technology contributes to successful educational outcomes and better career opportunities for 21st-century learners. Because digital resources can provide valuable benefits to our students, we design our learning programs to help them build digital literacy for the modern age.

One goal at HCCS is to help students integrate technology into their lives via classroom lessons, relevant examples, classwork, projects, and opportunities to improve communication skills. Technology standards and objectives are integrated into the curriculum and clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize key tools such as email and document sharing. HCCS expects teachers to use and adapt technology as appropriate to accommodate students' varying skill levels and educational needs. In addition, the IT Department and Digital Navigators work diligently to support teachers and students who need assistance expanding their digital skills.

In recent years, HCCS has overcome complex challenges to ensure that its students, teachers, and school sites have equitable access to technology. With support from our IT Department, all HCCS classrooms now have access to the items listed below.

Equipment Available in HCCS Classrooms

Standard Equipment (All Classrooms)

- Projector onto whiteboard
- Document Camera
- Speakers
- 30 Chromebooks
- 30 over-the-ear headphones w/mic
- 1 Charging cart

Available upon Request (All Classrooms)

- Additional Chromebooks and headphones
- Projector Screen
- Student Earbuds

We believe that digital literacy will become increasingly crucial for student success in the 21st century, with benefits for academic achievement, career opportunities, and social engagement. Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, HCCS seeks to ensure that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society.

Student Services
Highlands Community Charter School has a unique opportunity to work with adult learners who have faced many life challenges. As a result, our students require a wide range of academic, career, and personal support to achieve their goals. In the 2025-26 school year, we have the opportunity to sustainably grow our student services staff, which faced staffing cuts during restructuring in the first part of the year. At the time of this material revision, we plan to develop an Intervention Coordinator role to support partnerships with community agencies. These agencies provide essential support well beyond what HCCS can offer, such as dental and medical services, nutrition, child care, housing support, and other necessities that will support their academic success.

Orientation/Student Onboarding
HCCS holds an orientation at the beginning of each year to help students become familiar with the school's policies, procedures, and programs, supporting student agency in making informed decisions about their academic plan. In August 2025, the orientation was expanded to provide additional clarity regarding updated academic policies, attendance requirements, the new five-period bell schedule, and our new curriculum, Savvas.

Navigators
To ensure equitable access to our programs, HCCS has employed dedicated staff members to ensure every student understands all the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators provide multilingual communication, academic and career support, and access to community resources. HCCS Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, as part of organization restructuring, the Navigators were released from their positions. HCCTS plans to redesign and reinstate the Navigator program, with staffing and implementation to begin by January 2026.

English Learner (EL) Services and New Student Supports
HCCS provides comprehensive support for new students and English learners. HCCS student services staff provide comprehensive orientation services that help students navigate the HCCS system. The academic supports are listed in the educational philosophy section. HCCS also provides native language support and cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology set up support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community.

Student Advisory Council
In the 2025-2026 school year, HCCS will establish two Executive Student Advisory Councils – one for the AM student cohort and one for the PM student cohort. In Fall 2025, the Chief Academic Officer (CAO) will meet with students nominated for the Advisory Councils. The first student advisory council meeting is set for mid-November. The Councils will meet quarterly with the Executive Director to contribute student perspectives on HCCS initiatives, increasing student agency, belonging, and leadership. The quarterly meetings provide consistent opportunities for

students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships
Highlands Community Charter School serves a very high-needs student population and has developed multiple partnerships with external organizations to address those needs. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:
- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of HCCS services. This includes connecting students to dental services, food banks, clothing, etc.

Student Support and Counseling
We are proud to have highly trained, compassionate counselors who support every student. Our counselors can provide assistance and information on many issues, including:
- Family issues
- Personal issues
- Conflict management
- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS, our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Services for Students with Disabilities

Overview

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older. Therefore, it is not required to join a SELPA pursuant to Education Code 47641(a), either on its own or with a grouping of charter school LEAs as a consortium. As such, HCCS does not receive state and federal revenues in accordance with SELPA's allocation plan.

HCCS will continue to make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates governing service to students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). Students will receive information about Section 504 protections when enrolled in the program.

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services only through age 22, but HCCS integrates IDEIA principles as part of its mission to provide K-12 educational opportunities to adult students in compliance with all applicable laws. For students who provide the school with a copy of a previously approved IEP, the Student Success Team ("SST") will review the IEP and work with the student to identify reasonable accommodations that provide equal access to the student's educational program, including a 504 plan if appropriate. HCCS will incorporate the student's reasonable accommodation needs into the student's educational plan as part of their individual learning strategy based on identified needs in the previous IEP.

Disabled students without a previous IEP may request reasonable accommodation by contacting school staff. Accommodation requests will be referred to the SST, who will evaluate the request, review the student's documented needs, and work with students in an interactive process to determine what accommodation is necessary to support their academic success.

504 services can also begin with a Response to Intervention based on academic challenges identified by Student Success Team members. The team will work with the student to identify individual barriers to academic success and create an academic support plan. If the student does not make satisfactory progress and consents to evaluation, they may be referred for evaluation under Section 504 of the IDEA. Any decision to deny or grant a reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEA, ADA, and the California Education Code.

HCCS does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

solutions offered by the school or propose a different alternative as part of the interactive process.

Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to HCCS's educational programs, as required by 304 C.F.R. 104.44. HCCS may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

In the 2024–2025 school year, HCCS completed a comprehensive WASC Self-Study that involved 12 internal focus groups and resulted in the development of a six-year WASC Action Plan aligned with LCAP goals. Over 200 staff members and nearly 100 students participated in the self-study process through these focus groups. In October 2024, a six-person WASC Visiting Committee conducted a three-day site visit, holding eight additional focus groups with staff and students. The committee visited 14 sites in person and reviewed 18 more virtually through pre-recorded tours. Following this extensive review, the Visiting Committee evaluated HCCS across 14 accreditation status factors, rating 11 as Highly Effective or Effective, 3 as Somewhat Effective, and none as Ineffective.

In March of 2025 WASC informed HCCS it was postponing its accreditation decision pending the result of the California State Audit. HCCS remains in probationary status as of September 2025. To ensure compliance with all program requirements, HCCS has developed a three-year plan to maintain its WASC accreditation, including measures to reduce student-teacher ratios, improve professional development, enhance data tracking, and increase EL support.

Recruiting Qualified Teachers

Highlands Community Charter School recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs. More efforts will be made going forward to aggressively recruit and retain exceptional educators with both adult and k-12 credentials, given the unique population of students we serve.

UMass Global

Highlands Community Charter and Technical Schools is partnering with UMass Global to help our intern teachers earn a California Preliminary Teaching Credential. UMass Global provides advising, admissions support, and the required coursework, while Highlands provides a paid

classroom placement, a site mentor, and job-embedded coaching. We also recruit and train Mentor Teachers—experienced educators who meet weekly with interns to co-plan, observe, and give feedback. University supervisors and site mentors conduct joint observations, so candidates get clear, consistent guidance as they complete clinical hours and state assessments. Our shared professional learning centers on HCCS priorities like integrated ELD, literacy across the curriculum, and effective use of adopted materials. The partnership is formalized in an MOU and builds a steady, well-supported pipeline of prepared teachers for our classrooms.

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

Information about WASC accreditation can be found at HCCS' website. HCCS is currently WASC-accredited on a probationary basis. Further determination will be made by the WASC commission in 2026.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)
"The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." (Ed. Code § 47605(c)(5)(C).)

Measurable Goals of the Educational Program

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The current LCAP is on file with the District and is also available on our website at http://www.gcccharters.org. The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed in the Charter, shall not be considered a material revision to the Charter, and shall be maintained by SAVA at the school.

HCCS was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of HCCS demands that it offers extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the HCCS student population compared to most schools, has led HCCS to set its performance targets for all students rather than for traditionally designated subgroups.

Alignment With State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has

sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and will be appropriately assigned.
Method	In addition to hiring credentialed teachers HCCS will support teachers in the credentialing process including obtaining Intern credentials and the completion of any necessary credentialing program.
Measurement	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of School Accountability Report Card.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	All instructional materials will be assessed for alignment with state common core standards, CASAS standards and ELP objectives.
Measurement	Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119.

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At HCCS 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	Offer a wide range of standards-aligned materials to ensure teachers have access to diverse standards-aligned methods and modalities and individual student needs can be met through access to multiple aligned curricula.
Measurement	Engagement with curricula will be tracked for engagement and impact and assessed by the Executive Director, Chief Academic Officer, Director of Curriculum or other designee.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Student progress will be measured through course completion, level exit tests, EL Civics tests and applicable state testing including CAASPP and CAST.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of progress from Intermediate ESL (equivalent to Federal NRS ESL Level 5) to Bridge (Equivalent to Federal NRS Level 6)

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all HCCS students are 22 years and over HCCS will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through a minimum of 5 educational partner events annually.
Method	Engage students in community partner events to solicit and gather student feedback.
Measurement	Student feedback will be recorded, collated, and analyzed by HCCS staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Goal	Each year HCCS will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population.
Method	Each year HCCS will circulate a student satisfaction survey. The survey will be made available in no less than the 5 most widely spoken languages among the student population. Additionally, Working in PLCs each teacher has a minimum of 2-3 focal students with whom they are collecting warm/street data to understand the students' learning experience so that they can be responsive.
Measurement	HCCS will track the number and percentage of students participating in the survey. Before and after each survey period HCCS staff will discuss and implement strategies to increase student participation.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for HCCS students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to HCCS students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged. This will be documented in the LCAP.

STATE PRIORITY 4: Student Achievement Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners	
Subpriority A: Academic Achievement Metrics	
Goal	Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as outlined below in HCCS Academic Achievement Metrics.
Method	All HCCS students take regular CASAS tests every 6-8 weeks. All counselors schedule regular meetings with 12th-grade students and provide a personalized graduation plan to ensure all 12th graders graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Subpriority B: Standardized Tests	
Goal	Implement two mandatory training on Smarter Balanced assessment for teachers and paraeducators.
Method	HCCS will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to HCCS and TRUSD.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports.

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	HCCS will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at HCCS. Students not meeting requirements will receive academic support and intervention.
Measurement	HCCS will produce monthly, quarterly, and annual attendance reports and track periodic attendance rates which will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	HCCS will reduce chronic absenteeism by 5% yearly.
Method	HCCS will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.

Measurement	HCCS will report chronic absenteeism in Dataquest.
Subpriority C: Graduation Rates	
Goal	The HCCS DASS 1-Year graduation rate will meet or exceed 20 percent.
Method	All HCCS 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The reported number of graduates in CALPADS will be compared against the cumulative enrolled population of 12th grade students for the school year.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	HCCS will maintain a suspension rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will track student suspension in PowerSchool and report it in CALPADS.
Subpriority B: Pupil Expulsion Rates	
Goal	HCCS will maintain an expulsion rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will report student expulsion rates using CALPADS.
Subpriority C: School Climate	
Goal	HCCS will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of HCCS community partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	HCCS students with limited English proficiency are enrolled in classes with designated English support which offer integrated access to all content areas.
Measurement	Yearly review of course outlines, descriptions, ELP objectives, and EL Civics content areas.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy.
Method	All English learners will be supported with English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing.
Measurement	Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All EL students will be enrolled in Civics education.
Method	Students will take 3 yearly CASAS Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Method for Measuring, Analyzing, and Reporting Pupil Progress Toward Outcomes

Assessment

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level exit test	Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
HCCS assesses all students as part of the admission process. Non-native English speakers receive an internally developed placement test to determine English proficiency. Additionally all students receive CASAS testing to establish a baseline for academic achievement.

State Testing
In compliance with Ed. Code HCCS will offer the California Assessment of Student Performance and Progress (CAASPP) and the Smarter Balanced Assessments Consortium

(SBAC) to all students in 11th grade. HCCS also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to HCCS, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Student Growth
HCCS uses the Comprehensive Adult Student Assessment System (CASAS), a competency based adult assessment program validated by the U.S. Department of Education for use in adult education. While HCCTS is a K-12 institution there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at Highlands. The test series used by HCCS are listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 6-8 weeks. Testing is conducted via an application installed on HCCS Chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre- and post-testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ESL Students			
CASAS Reading STEPS	5.1 points	6.3 points	5.2 points
CASAS Listening STEPS	4.0 points	4.1 points	5.8 points
Adult Basic Education Students			
CASAS Reading GOALS 2	5.4 points	6.4 points	4.9 points
CASAS Math GOALS 2	3.4 points	2.8 points	6.0 points

The data reveals several encouraging trends across both programs. For English Language Learners, CASAS Listening scores have shown steady year-over-year improvement, culminating in a significant gain of 5.8 points in 2024–2025—the highest in three years—indicating that recent adjustments to listening instruction are proving effective. Although reading gains dipped slightly this year, they remain above the 2022–2023 baseline, suggesting partial retention of prior improvements.

At the high school level, CASAS Math scores rose dramatically in 2024–2025, jumping from 2.8 to 6.0 points, signaling substantial progress in math instruction. ABE students also demonstrated consistently strong gains in reading from 2022–2024, reflecting effective literacy practices despite a slight decrease in the most recent year.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	60.38%	67.27%	55.07%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	75.78%	78.10%	80.73$
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	70.87%	73.84%	78.76%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.21%	70.21%	71.31%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	59.62%	68.13%	68.44%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	51.67%	64.01%	62.63%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	88.89%	75.00%	72.50%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	52.50%	61.26%	70.85%

Element B Measurable Student Outcomes and Element C Student Progress Measurements

	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	56.85%	60.32%	60.33%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	63.28%	71.19%	75.50%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	50.91%	52.74%	59.92%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	8.51%	0.00%	20.34%
	CA State target	36.50%	43.50%	TBD

Highlands Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
HCCS	42.3%	49.6%	57.8%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement. .

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
56.61%	64.68%	75%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 56.61% of students received both tests. This increased to 64.68% in 2023–2024 and rose again to 75% in 2024–2025. This steady improvement demonstrates HCCS's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing HCCS to better capture and respond to their academic development.

Teachers, counselors, and proctors at HCCS work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, HCCS is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, HCCS is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)
Integrated English Language and Civics (ELCivics) programs are designed to offer English language learners access to English language literacy instruction while learning crucial concepts for participation in the workforce and civic life in the United States. EL Civics assessments are developed according to assessment plans (COAAPs) supplied by CASAS and reported to the state via TOPSPro Enterprise, a state developed software tool.

For the past five years EL Civics assessments have been conducted through Google Forms. EL Civics data was collated and reported through automated Google API scripts. While initially cost effective the maintenance of an increasingly large dataset became impractical. In 2025 EL Civics implemented a pilot with Edcite to streamline the reporting process, improve the quality of the assessment, and to offer more accurate and detailed data tracking.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2022-2023	Employment	33.7	1407	951
2022-2023	Pharmacy	28.1	1695	1107
2022-2023	Education	13.5	1906	1503
	Totals			3561
2023-2024	Employment	33.9	2322	1830
2023-2024	Personal Finance	1.8	2351	1864
2023-2024	DMV	12.7	2522	2049
	Total			5743
2024-2025	Employment	33.8	5279	3270
2024-2025	Health and Nutrition	46.7	4573	3329
2024-2025	Education	13.6	2804	2216

High School Graduation
Graduation is the best way to identify course completion for high school students. At HCCS, graduation day is like a holiday worthy of celebration. It is the culmination of years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma and exit as a graduate. Since this happens on a very regular basis, HCCS provides more than one opportunity a year for students to celebrate and "walk the stage." HCCS holds graduation ceremonies every summer and winter. Each year, the venue has changed in response to graduation growth.

HCCS Graduation Rate

Historically, HCCS has used two graduation rates to track graduation: a one-year graduation rate utilized by DASS schools and the traditional 4-to-5-year cohort rate. The default method of measurement for graduation rate is the 4-to-5-year cohort rate. This measures the percentage of students who graduate in exactly 4 or 5 years after first entering the 9th grade.

HCCS faces a unique situation regarding its 4- and 5-year cohort graduation rate. Before 2021, English language learner students were designated primary students and enrolled in grades 1 and 2. In 2020-2021, all HCCS students were redesignated as high school students to better recognize their adult status. This resulted in a massive increase in 4-year cohort size. However, over 80% of these students still lacked basic secondary education skills, leading a very large number of students to spend extra time in the 9th grade as they develop their English language and academic skills.

Other students have entered HCCS with better English proficiency and more academic achievement in their countries of origin, leading them to graduate much faster. Students in the 2025 Winter graduation were enrolled for 2.5 years on average.

Students who graduate in 1-3 years are not reported as graduates for the graduation rate as presented on the California Dashboard until 4 years after their first entry in a high school. For example, if a student enrolls in the 2022-2023 school year and graduates in the 2024-2025 school year, they will not be counted in the published 4-to-5-year graduation rate until 2026-2027. Students who graduate in more than 5 years will never appear in the published 4-to-5-year graduation rate. So, an adult student who may have dropped out at 18 and finished their diploma at the age of 23 will not be represented in this graduation rate even if it only took them an additional year of school to complete their education.

For a school explicitly intended to serve alternative students who enter with an extremely wide range of educational backgrounds and levels of credit attainment, the cohort graduation rate is at very best a lagging indicator. In practice, it obscures rather than reveals the achievements made by students and the outcomes of the program. Furthermore, the proposed reduction in enrollment over the next five years will ensure that the cohort graduation rate will be at best highly unpredictable.

The chart below demonstrates the scale of the issue. While HCCS will continue to track and report the 4-year cohort rate, it will also track and report the 1-year DASS graduation rate to provide a more comprehensive picture of the outcomes of its academic programs.
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Element B Measurable Student Outcomes and Element C Student Progress Measurements

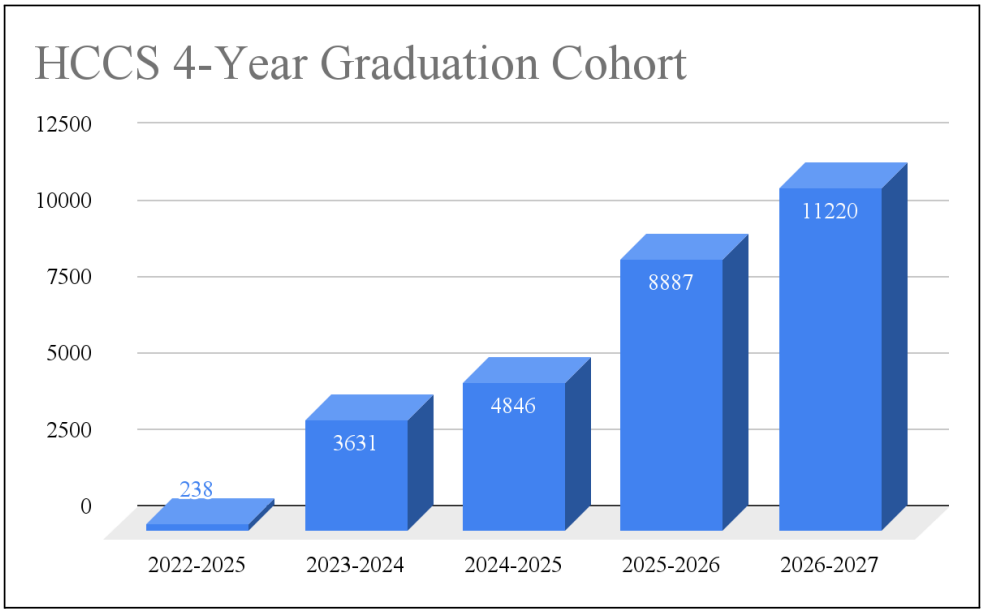

While the raw number of HCCS graduates has grown dramatically, only 176 of HCCS' over 800 graduates reported in CALPADS for the 2024-2025 school year will be accounted for in the published 4-year cohort rate.

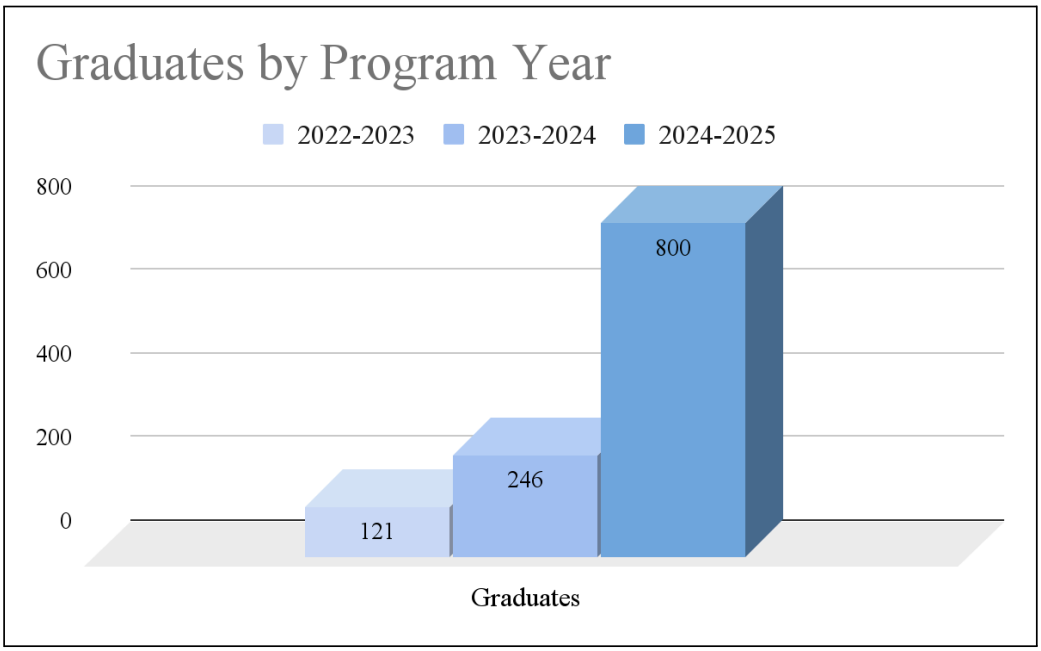

Element B Measurable Student Outcomes and Element C Student Progress Measurements

HCCS 1-Year Graduation Rate
HCCS students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition of this status, HCCS continues to track and report the 1-year graduation rate. The 1-year graduation rate is calculated as follows

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year (all students without 90 days cumulative enrollment)}}$$

2022-2023	2023-2024	2024-2025
22.8%	32.1%	55.5%

ESL Level Progress
English Language learners progress through courses designed to advance their English Language skills while giving them the opportunity to engage with increasingly in-depth standards aligned content. Level 3 (Intermediate) is a particularly significant milestone. Completion of this level indicates that the student is able to participate in High School with significantly reduced designated support.

Alternative School Status
HCCS is accountable to the California Department of Education to ensure that HCCS students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and, in many ways, fail to understand the needs of alternative students. As a result, the California Department of Education recognized alternative accountability measures for alternative schools.

In March 2015, HCCS adopted the Alternative Schools Accountability Model (ASAM), and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, HCCS has been accountable to the California Department of Education and adhered to the indicators set forth by DASS. In November 2024, HCCS agreed on a formal set of DASS metrics with Twin Rivers. In December 2024, however, HCCS was informed by the CDE that it would lose its DASS status. Despite this, HCCS will continue to track the agreed-upon metrics as Academic Achievement Metrics.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

HCCS Academic Achievement Metrics
Academic Achievement
CASAS ESL
1. The percentage of HCCS English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
CASAS ABE
1. The percentage of HCCS high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
CASAS ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
CASAS ABE
1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Student Engagement
All Levels
1. The percentage of HCCS students with a CASAS pre- and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
CASAS ABE
1. The percentage of 12th-grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments
At HCCS, teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations
- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

Grading and Progress Reporting Systems
HCCS uses the traditional grading system A, B, C, D, and F. For GPA points, an A has a value of four points, a B has a value of three, a C has two, a D has one, and an F has zero. Although

teachers may add a plus or minus to a grade, they do not affect the students' GPA. Students must receive a letter grade of B or better to pass a class or earn credits. If a student receives a grade lower than a B, they must engage in additional work until they demonstrate sufficient effort and mastery to receive a B. Students receive grades after they finish a course, partial course completion, or at the end of a term, whichever comes first.

Evaluation Methods
At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios.

High school course completion is tied to end of unit and end of course assessments. Students must receive a minimum of 80% on all assessments to receive credit.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
HCCS uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's strengths and areas for growth, enabling timely and targeted academic support when needed.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at HCCS analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data inform decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention support. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

Retention
HCCS addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported through cooperation between academic staff, counselors, and classified staff. HCCS will ensure specific roles relating to retention and engagement are added to the organization as appropriate to enrollment and student needs.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Program Audit and TRUSD Oversight
HCCS will compile and provide an annual performance report to TRUSD. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by the HCCTS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on waitlists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Element D Governance

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." (Ed. Code § 47605(c)(5)(D).)

Governance Overview

Highlands Community Charter School (HCCS) operates as a directly funded independent charter school under Highlands Community Charter and Technical Schools, a California nonprofit public benefit- corporation, in compliance with applicable California law. HCCS commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board.") The Board of Directors provides ongoing oversight of the Charter School's academic performance, financial health, and legal compliance. This oversight includes reviewing regular reports from the Executive Director and leadership team, approving budgets and audits, evaluating progress toward organizational goals, and ensuring that the school remains faithful to the terms of its charter. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, including the Executive Director. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

Board Composition and Membership

Board of Directors
Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served

as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California, and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter School's Board of Directors in July 2015.

Mary DeChance (Corporate Treasurer)



Mary DeChance is an educational leader who began her career as a Resource Specialist and later made meaningful impacts as a Principal, District Director of Special Education, District Director, and Interim Coordinator for Early Childhood Education. Mary most recently was Faculty Lead at National University serving from 2005 until her retirement in 2016. Mary holds a BA in Behavioral Science and a Master's Degree in Special Education from the National University. Mary was appointed to the Highlands Community Charter and Technical School board in November 2020.

Board Member Selection Process
The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with HCCS's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the

Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code Section 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

HCCS will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes HCCS from approving the same pursuant to Section 1090, the PRA, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except that it can advance money for work-related expenses that will be reimbursed. Lastly, HCCS promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings, and the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

Board Members shall complete annual Brown Act, conflict of interest, sexual harassment, mandated reporter training, and other mandatory training requirements.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions

must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.

Board members participate in retreats and trainings to support ongoing development and stay informed about key school initiatives. These sessions include updates on the State Audit, legal and financial compliance, and accountability and data monitoring. In the 2024 calendar year, the following board trainings and retreats were held:

- **March 15th, 2024-** Form 700 Training Provided by Young, Minney & Corr
- **August 24th, 2024-** Board Retreat- Strategic Planning, Gamification & The Brain, Future Data Analysis, Board Training Planning, Twin Rivers Oversight Reports
- **September 4th, 2024-** Board Training on Governance and Financial Oversight
- **October 31, 2024-** Collaborative Circles Board Training Session #1

Governance Structure

Highlands Community Charter School (HCCS) affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of HCCS, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the school's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

HCCS has adopted a conflict of interest code that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the

contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board, as further outlined in the Bylaws, include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.
- Attend ethics training (AB 2158).

Governance Procedures and Operations

Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda includes time for community input regarding Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website at least 72 hours prior to any regularly scheduled meeting and at least 24 hours in advance of special meetings. Emergency meetings may be held without standard notice when immediate action is required. Meetings are held at the principal office of HCCS or other publicly accessible, non-discriminatory locations within California designated by Board resolution or meeting notice. Teleconferencing is permitted if the public can attend from all listed locations, and votes are conducted by roll call. Under AB 2449 (effective through January 1, 2026), Board members may also participate remotely under certain conditions without disclosing their location, provided public access is preserved. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available upon request. The Board meets regularly—typically monthly during the school year—and meetings are calendared annually, with rescheduling allowed for holidays.

Decision-Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision-making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC"), which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of all voting Board members constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- Approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- Approval of certain transactions between corporations having common directorships,
- Creation of and appointments to committees of the board, and
- Indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Educational Partner Involvement

Educational Partner Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, HCCS makes every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback.

As part of its continuous improvement efforts, Highlands Community Charter School (HCCS) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 Highlands staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey, which allowed for ease of

use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

Highlands' student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year.

In February 2024, HCCS held the Reading with Relevance event to gather information on the curriculum and its impact. Highlands engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, Highlands focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, Highlands concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. HCCS held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, Highlands hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, HCCS sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. HCCS has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, Highlands facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. HCCS engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, Highlands hosted educational partner events titled Your Voice Matters at 11 locations, compared to one location in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, HCCS gathered educational partner feedback from a total of 830, including 26 responses from students who enrolled in the Equity Initiatives program at the “Your Voice Matters” events, compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, HCCS engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, growth opportunities, and possible solutions. The responses were recorded in Google Forms. HCCS analyzed the data to identify growth areas and build the LCAP goals and actions. HCCS found a high level of consistency in climate surveys and educational partner responses. After careful review, HCCS used this feedback to determine where to increase and decrease spending.

HCCS encourages students and staff to attend, speak, and present at Board meetings; HCCS requests that students and staff complete various surveys. HCCS proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs, and HCCS is proudly responsive to the feedback it receives.

HCCS encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

Additionally, HCCS uses the school website to keep the students informed of all upcoming activities, important calendar items, and Board meeting minutes. HCCS promotes student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to the website via an Instafeed of social media content.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals.

Element E Employee Qualifications

"The qualifications to be met by individuals to be employed by the charter school." (Ed. Code § 47605(c)(5)(E).)

Qualified Employment

HCCS shall recruit professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional support roles who align with the school's instructional philosophy, mission, and vision. In accordance with Education Code 47605(e)(1), HCCS shall remain nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic included in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or based on association with an individual who has any of the aforementioned characteristics.

All employees must possess the personal qualities, knowledge, and relevant experience outlined in the responsibilities and qualifications section of the posted job description, as determined by HCCS staff in coordination with Human Resources. HCCS staff and Human Resources personnel shall recommend applicants suitable for employment. Following the interview process, final approval shall rest with the Executive Director.

Executive Leadership 2025-2026

Executive Director, Jonathan Raymond
Chief Business Official, Matthew Lemos
Chief Operations Officer, Teresa Cummings
Chief Academic Officer, Eric Chapman

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Administrative Services Credentials

HCCS supports and encourages leadership to obtain administrative services credentials through the CTC. HCCS currently partners with two programs to do this: the Sacramento County Office of Education and the San Diego County Office of Education. As of June 2025, 14 employees at HCCTS have participated in a preliminary and or clear administrative services credential program or have been accepted and will begin in the next cohort.

HCCTS administrators or employees who have completed or are currently enrolled in preliminary or clear administrative credential programs:

1. Eric Chapman, Chief Academic Officer
2. Teresa Cummings, Chief Operations Officer
3. Mayra Valdivia, Senior Director of School Services

4. Christina Martinez, Director of CTE, Workforce and Adult Education
5. Andrew Michaud, Director of Instruction and Professional Learning
6. Isa Cacho, Director of Student Services
7. Melissa Roberson, Director of Accountability and Assessment
8. Carol Zheng, Curriculum Coordinator
9. Niccole Scrogins, Admin on Special Assignment
10. Maya Perry, CICA Principal
11. Khrystsina Talstyka, HCCS Principal

The following employees have been accepted to a preliminary administrative services credential through the Sacramento County Office of Education and will begin in the next cohort:

1. Catherine Thirkill, CASAS Coordinator
2. Vicki Neal, HCCS Principal

HCCS has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024-2025 school year, the Board Policy: 4115 Personnel Evaluation and Supervision outlined the maintenance of a comprehensive personnel evaluation policy to support continuous improvement, accountability, and alignment with the school's mission. This policy applies to all certificated and classified staff and outlines clear expectations for professional conduct, job performance, stakeholder engagement, and compliance. Evaluations are conducted annually and may include observations, self-assessments, performance appraisals, and goal-setting reviews, depending on the employee's role. Supervisors are responsible for providing timely feedback, maintaining documentation, and supporting employee growth. All evaluation records are kept confidential and stored in personnel files in accordance with privacy laws. For more information regarding Board Policy: 4115 Personnel Evaluation and Supervision, see the appendix.

Frontline is an integrated system used for payroll, employee evaluation, and professional learning management. As part of its evaluation functionality, the platform securely stores all employee evaluations and monitors performance trends over time. It facilitates a standardized evaluation process across the organization and provides automated reminders to supervisors regarding upcoming deadlines. All employees are required to review and electronically acknowledge their evaluations within the system.

Teacher Credentialing

HCCTS agrees that all teachers should hold a valid teaching credential for their certificated assignment in conformance with Education Code Section 47605(l)(1) and that classroom paraeducators should not be permitted to teach as the teacher of record or without the immediate supervision of an appropriately credentialed teacher without valid teaching credentials for their assignment. In prior years, teachers at HCCS held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

HCCS has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.
Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Instructional Paraeducators
Instructional paraeducators at Highlands Community Charter School (HCCS) play a vital role in supporting certificated teachers by providing instructional assistance and academic support in students' primary languages. To ensure all paraeducators meet minimum qualifications, HCCS requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, HCCS verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at HCCS go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. HCCS uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, HR is able to filter applications based on minimum qualifications. Only employees who meet these requirements are eligible for interviews. HCCS BP 4111 outlines the hiring process for external candidates. As part of the pre-employment job application, candidates

are asked about their relationships to other employees in order to ensure that no relatives are involved in the hiring decisions and that family members do not report to each other.

HCCTS Hiring and Anti-Nepotism Policy
HCCTS has adopted Board Policy 4212.8, prohibiting relatives from participating in hiring or evaluation processes involving family members to address concerns about nepotism and favoritism. Interviewers must complete disclosure forms, and job postings, evaluations, and offers are now tracked and reviewed centrally by the HR department to ensure consistency and equity.

Organizational Chart & Job Descriptions
HCCTS regularly updates the organizational chart for accuracy based on the roles and structures needed within the organization. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process
The hiring process at Highlands Community Charter School (HCCS) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact, and is reviewed weekly by the Executive Cabinet. Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and communicates the posting status to the hiring manager. This step ensures that each job opening is intentional, well-defined, and appropriately authorized.

Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

Employee Positions and Qualifications

Employee Positions
See Appendix for the 2025 Organizational Chart.

Professional Development
In the 2024–2025 school year, HCCS adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with HCCS's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

HCCS offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. HCCS evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, HCCS offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. HCCS provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

Highlands Community Charter School (HCCS) recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While HCCS offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of HCCS. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following
That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

That the school safety plan be reviewed and updated by March 1 of every year by the charter school." (Ed. Code § 47605(c)(5)(F).

Health and Safety Policies and Procedures

Custodian of Records
HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

Promoting Student Health and Wellness
HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

Emergency Operations Guide
The Emergency Operations Guide for Highlands Community Charter School (HCCS) is a comprehensive manual that outlines the protocols, procedures, and responsibilities necessary to ensure the safety and well-being of students, staff, and visitors in the event of an emergency. Designed to comply with California law, the guide establishes HCCS staff as disaster service workers and provides step-by-step instructions for responding to a wide range of emergencies—including natural disasters, active shooter situations, hazardous material releases, and more. It includes critical contact information, evacuation procedures, communication tools, and detailed roles within the Incident Command System, ensuring a coordinated and effective response to any crisis. All staff are required to review the guide annually and be prepared to carry out assigned emergency duties. For more information about the emergency operation guide, please refer to the appendix.

Board Policies
- 5125 BP Student Records
- 5131 BP Student Conduct

- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

Social and Emotional Support and Guidance
Teachers, counselors, and all staff members who engage with students are expected to listen actively, provide support, demonstrate empathy, and guide students in developing healthy social and emotional skills. Maintaining an open-minded, trustworthy, and respectful approach is essential to fostering student well-being. HCCS is also committed to identifying students in need of mental health support and actively collaborates with community mental health organizations to connect students with appropriate resources and services.

Staff Safety Training and Protocols
HCCS staff are trained annually in active shooter response protocols, aligned with the procedures outlined in the School Safety Guide and emergency response reports. These trainings are complemented by regular campus-wide drills and communication system tests to ensure preparedness and coordination across all school sites. In addition to emergency preparedness, all staff participate in annual CPR and first aid certification, as well as any additional health and safety training required by state or federal guidelines. Staff contracts reflect agreement to comply with these safety procedures.

Student Drills and Emergency Procedures
To promote student safety and readiness, HCCS conducts fire drills and evacuation drills regularly throughout the academic year at all school sites. These drills are documented and reviewed to ensure efficiency and compliance with fire code and safety regulations.

Academic, College, and Career Counseling
Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). Counselors offer college and career counseling through individual and group sessions.

Background Checks
HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting
All HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees and other persons working on behalf of HCCS who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination
HCCS shall adhere to existing state laws regarding tuberculosis screening of employees. HCCS requires a tuberculosis risk assessment and, if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations
HCCS adheres to all applicable laws and existing Board policy related to legally required immunizations and health-related issues for both employees and entering students at HCCS.

CPR/First Aid Training
All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon

need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes
The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking
The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 12 of human trafficking prevention resources.

Menstrual Products
The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms
As required by law, on or before July 1, 2026, HCCS will provide and maintain at least one all-gender restroom available at all sites.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grade 12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

Mental Health Education
If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, et seq.

Mental Health Information
The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(N):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- A discrimination and harassment policy consistent with Education Code Section 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning
- The rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents

- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The CSSP is a detailed, annually updated strategy for preparing for, responding to, and recovering from various emergencies and ensuring a safe learning environment for students and staff. This plan assesses campus risks, addresses potential safety concerns and threats, and outlines procedures for safety-related incidents

More information about the Comprehensive School Safety Plan can be found in the appendix.

Emergency Preparedness
Highlands Community Charter Schools shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. The handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Site Administrator and, if there is merit to the concern, the Site Administrator shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens
Highlands Community Charter School adheres to state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious disease control plan designed to protect employees and students from possible infection due to contact with blood-borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment
HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure
HCCS utilizes an anonymous complaint process through a third-party vendor called Navex.

Navex
In the 2024-2025 school year, HCCTS partnered with Navex One to improve the process for receiving anonymous complaints and concerns from employees.

Navex is a vendor that allows employees to submit anonymous or non-anonymous complaints to employers. The school's goal for the use of Navex is to ensure clear communication regarding unethical or illegal activities within the organization while remaining anonymous and confidential. Employees can access Navex in three ways:

- By calling a phone line that is connected to HCCTS
- By accessing a website using a computer and a URL
- By scanning a QR code with a cell phone camera

Each Navex case is documented and then shared with the HCCTS Human Resources Department, where each case is investigated. Once enough information has been collected, the case is finalized, and actions are taken. This system has improved communication between employees and HR and has allowed improved transparency in reporting.

Discrimination and Harassment Policies and Procedures
HCCS is committed to providing a charter school free of discrimination, harassment, and retaliation. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of HCCS's sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools," an online program.

HCCS is also committed to providing a workplace free of discrimination, harassment, and retaliation based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or based on a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation.

HCCS uses policies adopted by the Board regarding discrimination and harassment (including employee-to-employee, employee-to-student, student-to-employee, and student-to-student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. HCCS adheres to laws specific to charter schools on the local and state levels regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice
At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete with an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of AB 88 (2023-24), if applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Title IX
HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location on its website the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specified in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.

C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Assurances

Highlands Community Charter School shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code §47605(e)(2)(B)(iv)) and **shall not limit access** for pupils protected by Ed. Code §47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or economically disadvantaged pupils, or foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- Not discourage enrollment in the charter school or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code §47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; HCCS may request only the information necessary to apply any admissions preferences stated in the charter.

Achieving and Maintaining Student Population Balance Plan & Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves.

HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220. (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and recruitment strategy to ensure that all students are informed of the educational opportunities available. These efforts will be ongoing throughout the year and will be designed to reach a broad and diverse audience. In alignment with HCCS's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods will be employed to promote equitable access and inclusive outreach.

Each year, HCCS analyzes enrollment trends in order to optimize efforts to recruit and retain students. An informal designated committee, composed of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem-solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of the valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS may allocate funds for advertising, particularly as a strategy to increase student enrollment. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Advertising campaigns must be pre-approved and fit within an annually reviewed budget that may not exceed 1% of the overall school budget without Board approval. Approval levels for advertising expenditures are tiered by amount, with campaigns over $100,000 requiring direct Board authorization.

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive

Director and an annual summary to the Board. For more information about the Board Policy 1325, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code Section 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Admission and Enrollment Requirements

California Innovative Career Academy is nonsectarian in its programs, admission policies, and all other operations. HCCS will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. HCCS shall comply with all applicable laws governing minimum age requirements for registration in charter schools. The school shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission.

HCCS admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- HCCS Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of an online student registration form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership

agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, HCCS only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The SETA or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements." HCCS will provide the District with documentation that confirms SETA or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California may be admitted.

HCCS Proposed Lottery Process
If HCCS receives registrations in excess of its enrollment capacity, the lottery process will be used to select admitted students. HCCS will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Hillsdale Campus, located at 5655 Hillsdale Blvd, Sacramento, CA 95842. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the school site and on the school's website.

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated to prospective students.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the HCCS website. HCCS advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

"The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." (Ed. Code § 47605(c)(5)(I).)

Annual Audit Procedures

Contracting with an Independent Auditor
Highlands Community Charter School (HCCS) conducts an annual independent fiscal audit in compliance with Education Code Sections 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the HCCS Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview
In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline
The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. HCCS is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the HCCS Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. HCCS aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Audit Committee Review & Board Action
The HCCS Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, HCCS submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
HCCS aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies
Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion

notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code Section 47605(c)(5)(J).

School Climate and Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and ensure campus safety. The policy is closely aligned with California Education Code Section 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

HCCS Discipline Philosophy

Highlands Community Charter School prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist with addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.

- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Classroom teacher(s)
- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member

An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student

must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation

Case Management

It is very important to clearly define on the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

meeting with the student and with the teacher regarding the action plan,
making phone calls and/or sending reminder notes to team members regarding action items, and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source

The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

Student/Family Support

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Follow-Up SST Meetings / Ongoing monitoring of student progress

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan

Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], detention during and after school hours, community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions
HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension and Expulsion

Scope of Disciplinary Jurisdiction
A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses
Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which incudes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the

personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network internet website, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.
    1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
        iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a

telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video or image.

ii. A post on a social network internet website including, but not limited to:

a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.

iii. An act of cyber bullying.

a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a

certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Expulsion Offenses

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Out-Of-School Suspension Procedures

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor, or Charter School employee who referred the student to the Executive Director and/or Chief Academic Officer and Instruction or assigned designee.

The conference may be omitted if the Executive Director and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An

"emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her, and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students
A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student, and all needed materials will be left in the front office.

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon

the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process
Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or the Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the Chief Academic Officer or the Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures

Rules and Procedures for Student Expulsion
Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Curriculum and Instruction (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as

required by law. A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Curriculum and Instruction, or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Curriculum and Instruction or the Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision on whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose primary language is other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
HCCS may, upon finding good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be

examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim with a room separate from the hearing room for the complaining witness's use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness. The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both support persons are also a witness, HCCS must present evidence that the witness's presence is both desired by the witness and will be helpful to HCCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person

conducting the hearing that extraordinary circumstances exist requiring the evidence to be heard. Before such a determination regarding an extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel, or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS, as the HCCS Board's decision to expel shall be final.

Expelled Students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

Rehabilitation Plans

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Element J Suspension and Expulsion Procedures

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Certificated, Classified, and Other Staff Members

All full-time certificated employees at Highlands Community Charter School participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system, based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

HCCS employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the HCCS Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with HCCS may affect their eligibility for continued participation in a previous retirement system. The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, HCCS offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, HCCS's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through HCCS's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The HCCS Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency. This information is also communicated to students through orientation and registration staff, who are available to answer questions and provide support in multiple languages as needed.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

HCCS has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

Governing Law: The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
--California Education Code Section 47605 (c) (6).

HCCS shall be deemed the exclusive public school employer of the employees of HCCS for the purposes of the Education Employment Relations Act ("EERA"). HCCS shall comply with the EERA.

HCCS is independent from Twin Rivers Unified School District, and any District employees who choose to work at HCCS shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by HCCS shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with Twin Rivers Unified School District.

HCCS will develop and maintain an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, HCCS shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee

Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any HCCS teacher or employee.

HCCS will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by HCCS to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in HCCS. The Partnership Agreement between HCCS and GSUL will detail the terms required for clients of GSUL to join HCCS.

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Written Notification of Mandatory Dispute Resolution

Disputes Arising from within HCCS

It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS, which do not involve TRUSD liability or issues of student health or safety, will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious timelines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests TRUSD's involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD

HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement, which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally

shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Dr. Steven Martinez
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652

Jonathan Raymond
Highlands Community Charter School
1111 Howe Ave, Suite 540
Sacramento, California 95825

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol
HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(g) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code Section 47607.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify TRUSD, within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such a decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of

student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as it is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33. On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS. Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Element P Additional Provisions

Facilities

"The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." (Ed. Code § 47605(h).)

Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and usable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

Locations

Highlands Community Charter School's main campus is located at 5655 Hillsdale Blvd, Sacramento, CA 95842. HCCS students are served at 12 locations around the greater Sacramento region in the 2025-2026 school year. HCCS locations include the following:

HCCS Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827

Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

Annual Operational Agreement
HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational, and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

Operational Powers and Liabilities
HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an

agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

Insurance Coverage
HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters
The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. (Ed. Code § 47605(h).)

Funding
HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

Fiscal Strength
HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections, see appendix.

Budgets and Cash Flow
A five-year budget and financial projections are included in the appendix. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

Financial Reporting
HCCS will provide reports to TRUSD as follows, as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by TRUSD:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.
- By July 1, an annual update (LCAP) is required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the CDE to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the 2024-2025 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

Annual Review and Notice to District of Change in Status
HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

Regulations and Compliance
HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus, we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. We will do so responsibly and with accountability.

Technology
HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education. Recognizing that there is always a cost-benefit tradeoff when using technology, HCCS will purchase hardware, software, and services based on the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

Term of Charter
The term of this charter shall begin on July 1, 2019 and expire June 30, 2027.

Amendment of Charter
Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation
Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability
The manner in which administrative services of the charter school are to be provided. (Ed. Code § 47605(h).)

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Potential Civil Liability Effects
Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(h).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations

under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in lieu of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

Neither Greater Sacramento Urban League nor any other WIOA service provider in partnership with HCCS receives any type or amount of apportionment. Furthermore, these partners do not operate as an adult school program.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial

oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fundraising activities, private donations, other public grants, or any other source of income developed by the Charter School.

Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District's in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

APPENDIX

A. Organizational Chart Updated September 18, 2025

a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026

a. Executive Director, Jonathan Raymond
b. Chief Operations Officer, Teresa Cummings
c. Deputy Director, Chief Academic Officer, Eric Chapman
d. Chief Business Officer, Matthew Lemos
e. Senior Director of School Services, Mayra Valdivia
f. Senior Director of Instruction, Brian Hamilton
g. Director of Fiscal Services, Diana Gonsalves
h. Director of Instruction and Professional Learning, Andrew Michaud
i. Director of Accountability and Assessment, Melissa Roberson
j. Director of Workforce, Career Technical Education and Adult Education, Christina Martinez
k. Director of Student Services, Isaura Cacho
l. Director of Human Resources, Jasmine Gibbs

C. Leadership Job Descriptions

a. Senior Director of School Services
b. Senior Director of Instruction.
c. Director of Student Services (NEW)
d. Director of Instruction & Professional Learning
e. Director of Human Resources Job Description (03-14-2023) Approved
f. Director of Accountability and Assessment
g. CTE Director of Career Technical Education, Workforce Solutions & Adult Education
h. Chief Business Official (CBO) 10-03-2024.pdf
i. Associate Deputy Director Job Description.pdf
j. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2025

a. HCCTS Bylaws 2025
b. 5111.5 Disenrollment and Involuntary Removal
c. 5113.1 BP Attendance Enforcement
a. 5120 BP Satisfactory Academic Progress
b. 5131 BP Student Conduct
c. 6164.5 BP Student Success Teams
d. 4112.2 BP Credentialing Requirements Communications
e. 4331 BP Administrative Credential Reimbursement
f. 3581 BP Data Retention and Record Management
g. Comprehensive School Safety Plan
h. 5144.1 BP Suspension and Expulsion
i. 2025 Emergency Operations Guide
j. 1325 BP Marketing: Advertising and Sponsorship Policy
k. 4115 BP Personnel Evaluation and Supervision
l. 3100 BP Budget Development and Oversight

m. Employee Handbook

F. Fiscal Documents 2025-2026

a. Budget Update
b. HCCTS Budget Presentation Board Meeting June 12, 2025- multi year projections

G. Operational Schedules and Resources

a. Departmental Schedule August 7th 2024 PD

H. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

I. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

BUILD HIGHLANDS BACK BETTER

HCCS Material Revision Presentation 12.02.2025



Our Students

We support students where they are, using their strengths to help them learn and succeed.









HCCS Sites

HCCS is requesting approval to operate at the 17 locations listed below.

14 Student Serving Sites:

- 33rd St. (2520 33rd St, Sacramento, CA 95817)
- 37th Ave. (3301 37th Avenue, Sacramento, CA 95824)
- Boxwood St. (2260 Boxwood Street, Sacramento, CA 95815)
- Center Pkwy. (7839 Center Parkway, Sacramento, CA 95823)
- College Oak Dr. (4545 College Oak Drive, Sacramento, CA 95841)
- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Franklin Blvd. (5961 Franklin Blvd, Sacramento, CA 95824)
- Hillsdale Blvd. (5655 Hillsdale Blvd, Sacramento, CA 95842)
- Howe Ave. (1111 Howe Avenue, Sacramento, CA 95825)
- Hurley Way (3205 Hurley Way, Sacramento, CA 95864)
- Industrial Pkwy. (8180 Industrial Parkway, Sacramento, CA 95824)
- Marconi Ave. (3727 Marconi Ave, Sacramento, CA 95821)
- Old Auburn Rd. (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Todhunter Ave. (800 Todhunter Avenue, West Sacramento, CA 95605)

3 Administrative Support Locations:

- Arden Way (901 Arden Way, Sacramento, CA 95815)
- Florin Rd. (3801 Florin Road, Suite 107, Sacramento, CA 95823)
- Hemlock St. (5537 Hemlock Street, Sacramento, CA 95841)

HCCS Sites

If TRUSD does not approve the proposed site list included in the HCCS Material Revision, HCCS requests to operate at the locations outlined in the MOU Amendment No. 3 executed on January 23, 2024. Please note some sites' leases previously approved in the MOU Amendment No. 3 have been terminated. Even though TRUSD previously approved sites outside of Sacramento County, those locations will no longer be operated by HCCS. In addition, HCCTS has closed some of the sites inside the Sacramento County previously approved by TRUSD due to declining enrollment.

- 12th Street (701 12th Street, Suite 203, Sacramento, CA 95814)
- 24th/St. Anne's (7720 24th Street, Sacramento, CA 95832)
- 65th St/Bach Viet South (6853 65th Street, Sacramento, CA 95828)
- Arden 2 (2260 Boxwood Street, Sacramento, CA 95815 - Warehouse and Video Production)
- ARI Elder Creek/ARI South (6270 Elder Creek Road, Sacramento, CA 95824)
- ARI Sunrise/ARI North (5750 Sunrise Blvd, #100, Citrus Heights, CA 95610)
- Asher (1215 Howe Avenue, #101, Sacramento, CA 95825)
- Auburn (4441 Auburn Blvd, Suite H&M, and J, Sacramento, CA 95841)
- Bowling (7171 Bowling Drive, #1120, Sacramento, CA 95823)
- Capitol Mall (555 Capitol Mall, #735, Sacramento, CA 95814 Classroom & Administrative Space)
- Center Parkway (7839 Center Parkway, Sacramento, CA 95823)
- College Oak (4545 College Oak Drive, Sacramento, CA 95841)
- Del Paso/Cavalry (1100 Las Palmas Avenue, Sacramento, CA 95815)
- Del Paso 2 (3730 Marysville Blvd, Sacramento, CA 95838)
- Edison/St. Matthew's (2300 Edison Avenue, Sacramento, CA 95821)
- Fair Oaks (2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 Wellness Center/Salon)
- Florin Rd (3801 Florin Road, Suite 107, Sacramento, CA 95823)

HCCS Sites

- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Folsom 2 (9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827)
- Grand Avenue (1333 Grand Avenue, Sacramento, CA 95838)
- Hemlock/Russian Library (5537 Hemlock Street, Sacramento, CA 95841)
- Hemlock 2 (5527 Hemlock Street, Suite B, Sacramento, CA 95841)
- Hillsdale (5655 Hillsdale Blvd, Suites 1, 9, 11 & 18, Sacramento, CA 95842)
- Howe Avenue (1111 Howe Avenue, #655, Sacramento, CA 95825)
- Hurley (3205 Hurley Way, Sacramento, CA 95864)
- Industrial (8180 Industrial Pkwy, Sacramento, CA 95824)
- Larkspur 1/BV Larkspur (1100 Fulton Avenue, #F, Sacramento, CA 95825)
- Larkspur 2/BV North (1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825)
- Maple (3301 37th Avenue, Sacramento, CA 95824)
- Maple 2/St. Rose (5961 Franklin Blvd, Sacramento, CA 95824)
- Marconi 2 (3727 Marconi Ave, Sacramento, CA 95821)
- Marysville (715 C Street, Marysville, CA 95901)
- McClellan (3144 Palm Street, Building 826, McClellan Park, CA 95652)
- McClellan 2 (5411 Luce Ave, Unit 242, McClellan, CA 95652)
- North Laguna (8211 Bruceville Rd, #115, Sacramento, CA 95823)
- North Laguna 2 (8211 Bruceville Rd, #125, Sacramento, CA 95823)
- Norwood (431 Hayes Avenue, Sacramento, CA 95838)
- Oak Park (2520 33rd St, Sacramento, CA 95817)
- Old Auburn (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Saint John's (Address redacted due to the privacy of our students)
- SHRA Marina Vista (30 Seavey Circle, Sacramento, CA 95818)
- South Side Park (730 S Street, Sacramento, CA 95811)
- West Sac/Holy Cross (800 Todhunter Avenue,West Sacramento, CA 95605)
- Yuba City (229 Clark Avenue, Suite Q & V, Yuba City, CA 95991)

HCCS Sites

Administrative Sites:

- American River (3600 American River Drive #280, Sacramento, CA 95864)
- Arden (901 Arden Way, Sacramento, CA 95815)
- Capitol Mall (555 Capitol Mall, #1275, #725, #550, Sacramento, CA 95814)
- El Camino (4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608)
- Fair Oaks 2 (6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608)
- Howe Avenue (1111 Howe Avenue, #115, Sacramento, CA 95825)
- Raley Blvd (4350 Raley Blvd, Suite 300, Sacramento, CA 95838)

HCCS Grade Levels

HCCS proposes to remove grades 1 and 2 and add grades 9, 10, and 11 to better meet the needs of our students and as requested by TRUSD.



Current HCCS Grade Levels	
Grades	Credits
Grade 9	0-50
Grade 10	51-149
Grade 12	150-180

HCCS Grade Levels with Material Revision Approval

If the HCCS material revision is approved	
Grades	Credits
Grade 9	0-50
Grade 10	51-100
Grade 11	101-149
Grade 12	150-180

- Create 11th grade in PowerSchool
- Modify master schedule
- Move students in PowerSchool from grade 10 to grade 11 if they have between 101-149 credits
- Contract with Charter Impact to support with the transition
- Implement CAASPP for all eligible grade 11 students
- HCCTS board approved the course outline for English 9-12
- HCCS leadership sent a request to Charter Impact to identify grade 11 students
- HCCS academic leadership has drafted a new master schedule which reflects these grades
- HCCS leadership is revisiting the enrollment procedures for the updated grade levels

HCCS Grade Levels

If the HCCS material revision is not approved, HCCS will implement the following actions by Spring 2026:
HCCS will move the students currently enrolled in grades 9 and 10 to grade 12
HCCS will place all English Language Learner students based on their language proficiency, credits earned and prior class standing
Students with lower English language proficiency will be placed in Grades 1–2
All incoming students will be reviewed for prior grade for identification in CALPADS
All returning HS students to HCCS will be enrolled in grade 12
HCCS Curriculum will be in alignment with the Charter Renewal approved by TRUSD in 2019

- Create grade 1 and 2 in PowerSchool
- Modify master schedule
- Move students in PowerSchool from grade 9 and 10 to grade 12
- Contract with Charter Impact to support with the transition
- HCCTS board approved the course outline for English 9-12
- HCCS academic leadership has drafted a new master schedule which reflects these grades
- HCCS leadership is revisiting the enrollment procedures for the updated grade levels

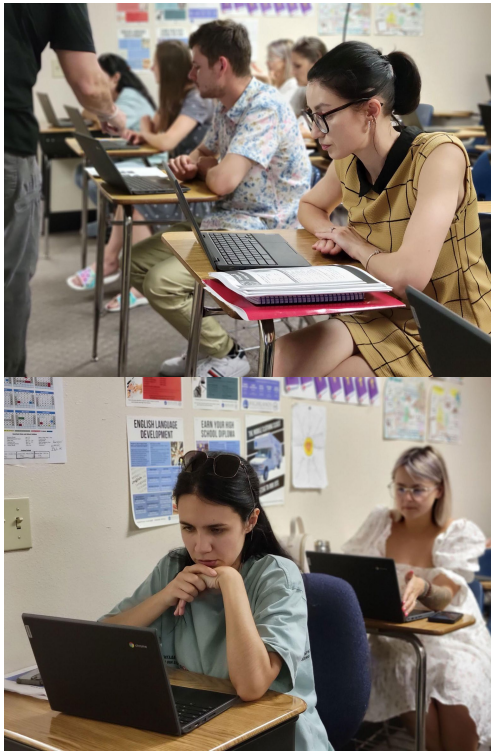

Proposed CTE Programs for 2025-2026 School Year

- Digital Literacy and an enhanced multimedia component
- Personal Finance
- Real Estate
- Microsoft Certifications
- Culinary
- Medical Services
- Early Childhood Education

Updated Credential Qualifications

University of Massachusetts Global
A private nonprofit affiliate

In the 2024-2025 school year, HCCS modified credential requirements for teachers as required by the CTC and communicated by TRUSD. In the 2025-2026 school year, HCCS implemented it. This material revision will align the charter to the agreement made by the school to utilize single-subject credentials rather than adult credentials.

New Curriculum and Assessments

HCCS has implemented the following new assessments as recommended by TRUSD:

- CAST Testing
- CAASPP Testing

- SAVVAS Curriculum was implemented in the beginning of the 2025-2026 school year to ensure that our curriculum is aligned to CCSS
- Professional Learning Communities (PLC) were implemented with professional development support from Savvas
- Professional Development for academic staff was planned in HCCS Academic Calendar for 15 days during the school year

What's at Stake







BUILD HIGHLANDS BACK BETTER

HCCS NOV Intent to Revoke 12.02.2025



BUILD HIGHLANDS BACK BETTER

- **We appreciate the District staff's willingness to work on a calendar for the material revisions and hearings on the notices of violation for both schools so that you can consider our proposed cures.**
- **Staff provided helpful feedback on our material revisions, and we worked hard through the Thanksgiving holiday to meet TRUSD expectations.**
- **Tonight we will be sharing with you how we have cured all violations in the Notice of Intent to Revoke the charter school, and we welcome any questions that you may have.**
- **This reform effort began with questions raised by the media and subsequently the state auditor and TRUSD.**

BUILD HIGHLANDS BACK BETTER

- **We have already:**
  - **Changed our Board**
  - **Changed our administrative team**
  - **Changed more than 100 school policies and procedures**
  - **Changed our auditor**
  - **Changed our principal legal counsel**
  - **Brought in a reputable charter school business/back office firm to validate internal work**
  - **Laid off teachers with adult education credentials and replaced them**
  - **Consolidated operations in Sacramento County in fewer locations to allow better oversight by both our team and TRUSD.**

BUILD HIGHLANDS BACK BETTER

- **Tonight you are going to hear about our ongoing reform efforts.**
- **All of these efforts are designed not just to save the schools, but also to ensure that academic programs will be better for the students we serve.**

Notice of Violation: Grade Levels

- On September 18, 2025, the HCCTS Board of Directors approved a material revision to remove grades one and two and to add grades nine, ten, and eleven
- On September 26, 2025, HCCTS submitted the HCCS material revision to TRUSD
- If TRUSD approves the material revision:

Grades	Credits
Grade 9	0-50
Grade 10	51-100
Grade 11	101-149
Grade 12	150-180

Notice of Violation: Grade Levels

If the HCCS material revision is approved:	If the HCCS material revision is not approved, HCCS will implement the following actions by Spring 2026:
HCCS will identify all students currently in grade 10 who have between 101 and 149 credits and move them to grade 11	HCCS will move the students currently enrolled in grades 9 and 10 to grade 12
	HCCS will place all English Language Learner students based on their language proficiency, credits earned and prior class standing
	Students with lower English language proficiency will be placed in Grades 1–2
	All incoming students will be reviewed for prior grade for identification in CALPADS
	All returning HS students to HCCS will be enrolled in grade 12
	HCCS Curriculum will be in alignment with the Charter Renewal approved by TRUSD in 2019

Notice of Violation: HCCS Sites

- On September 18, 2025, HCCS prepared a material revision listing all student sites it intends to operate going forward and presented it to the Highlands board. This is a smaller number of sites, all in Sacramento County.
- On September 26, 2025, HCCS submitted the board approved material revision to TRUSD.
- On November 20, 2025 HCCS provided TRUSD with all the lease agreements for all HCCS facilities from 2023 to present.
- If TRUSD does not approve the proposed site list included in the HCCS Material Revision, HCCS will operate at the locations outlined in the MOU Amendment No 3 executed in January 23, 2024.

HCCS Sites with MOU No. 3 Approval

Please note some sites' leases previously approved in the MOU Amendment No 3 have been terminated. Even though TRUSD previously approved sites outside of Sacramento County, those locations will no longer be operated by HCCS. In addition, we have closed some of the sites inside the Sacramento County previously approved by TRUSD due to declining enrollment.

- 12th Street (701 12th Street, Suite 203, Sacramento, CA 95814)
- 24th/St. Anne's (7720 24th Street, Sacramento, CA 95832)
- 65th St/Bach Viet South (6853 65th Street, Sacramento, CA 95828)
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- Del Paso 2 (3730 Marysville Blvd, Sacramento, CA 95838)
- Edison/St. Matthew's (2300 Edison Avenue, Sacramento, CA 95821
- Fair Oaks (2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 Wellness Center/Salon)
- Florin Rd (3801 Florin Road, Suite 107, Sacramento, CA 95823
- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Folsom 2 (9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827

HCCS Sites with MOU No. 3 Approval

- Grand Avenue (1333 Grand Avenue, Sacramento, CA 95838)
- Hemlock/Russian Library (5537 Hemlock Street, Sacramento, CA 95841)
- Hemlock 2 (5527 Hemlock Street, Suite B, Sacramento, CA 95841)
- Hillsdale (5655 Hillsdale Blvd, Suites 1, 9, 11 & 18, Sacramento, CA 95842)
- Howe Avenue (1111 Howe Avenue, #655, Sacramento, CA 95825)
- Hurley (3205 Hurley Way, Sacramento, CA 95864)
- Industrial (8180 Industrial Pkwy, Sacramento, CA 95824)
- Larkspur 1/BV Larkspur (1100 Fulton Avenue, #F, Sacramento, CA 95825
- Larkspur 2/BV North (1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825
- Maple (3301 37th Avenue, Sacramento, CA 95824)
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- North Laguna 2 (8211 Bruceville Rd, #125, Sacramento, CA 95823)
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- Yuba City (229 Clark Avenue, Suite Q & V, Yuba City, CA 95991

HCCS Sites with MOU No. 3 Approval

Administrative Sites:

- American River (3600 American River Drive #280, Sacramento, CA 95864)
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- Capitol Mall (555 Capitol Mall, #1275, #725, #550, Sacramento, CA 95814)
- El Camino (4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608)
- Fair Oaks 2 (6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608)
- Howe Avenue (1111 Howe Avenue, #115, Sacramento, CA 95825)
- Raley Blvd (4350 Raley Blvd, Suite 300, Sacramento, CA 95838)

Notice of Violation: 23-24 Independent Audit Report

- On May 12, 2025 HCCS provided TRUSD with a first draft of the Eide Bailly audit.
- On October 10, 2025 HCCS provided TRUSD with an updated draft audit.
- On October 26 and October 31, HCCS provided the District the full correspondence record covering the prior two years.
- Two options going forward to fully cure this:
    - Highlands is attempting to reach a settlement with the State relating to the state audit report that would provide Eide Bailly with certainty about the finances of the school by resolving concerns raised in the state audit. If there is a settlement, we hope that the audit report can be further revised to reflect the certainty provided by the settlement.
    - If a settlement cannot be reached by the end of the revocation process, Highlands can submit the draft audit it has received and this would satisfy the requirement to provide an audit. It would then proceed to continue to address concerns raised in the draft audit.

Notice of Violation: Failure to Track and Meet Instructional Minutes

Effective August 14, 2025, HCCS has taken the following actions:

- Implemented a five-period bell schedule, providing 336 minutes per day for regular instruction and 271 minutes on teacher professional development days.
  HCCS offers 184 regular instructional days and 15 teacher PD days
- Moved to a single track for attendance for both AM and PM classes
- Approved the HCCTS Academic Calendar for 25-26 school year which includes 65,889 instructional minutes for both AM and PM bell schedules, exceeding the 64,800 minimum requirement by 1,089
- Reduced class sizes by creating an enrollment cap of 30 students for each class

Notice of Violation: Credential Misassignment

Credential assignments have been corrected, and we will continue verifying placements and adjusting staff as needed to ensure students are taught by properly assigned teachers.

HCCS has partnered with the University of Massachusetts to ensure all teachers obtain the right credentials. Previously the school used adult education credentials to teach the all-adult student body.

University of Massachusetts Global
A private nonprofit affiliate

Notice of Violation: Exclusive Partnership Agreement

- On January 14, 2025, HCCTS discontinued the partnerships between the truck driving program and Sac County Sheriff, Sac Police, and Local 185. All partners and CTE Truck Driving employees were informed and this information was sent to TRUSD
- On June 30, 2025 HCCTS laid off all employees associated with the truck driving program
- On August 14, 2025, HCCTS started the new school year and did not open the truck driving program.
- On October 31, 2025, HCCTS met with TRUSD and provided separation notices of all previous truck driving and CTE employees and their dates of employment. HCCTS also provided letters and email correspondence sent from Sac County Sheriff, and Sac Police in January 2025 asking HCCTS not to discontinue the partnership.
- On November 6, 2025, HCCTS sent TRUSD letters written by Sac County Sheriff and Sac Police confirming partnerships ended on January 14, 2025.

Notice of Violation: Fiscal Mismanagement - Marysville 2

- On November 30, 2024, HCCTS terminated the lease with the City of Marysville.
- On January 14, 2025, HCCTS sent TRUSD a letter that outlined the lease termination with Marysville 2 and included the final buyout amount of that lease. In that letter, HCCTS provided evidence that no additional money would be paid to the City of Marysville and that operations had been finalized.
- On January 21, 2025, HCCTS completed a buyout of the lease for $31,579.80.
- On May 9, 2025, HCCTS paid the final utility bill of $1,782.01.
- On June 17, 2025 HCCTS sent TRUSD a letter showing that the lease had been terminated, resulting in a significant savings of $88,316 to HCCTS. Invoices were included.
- On November 4, 2025 HCCTS sent TRUSD the Lease Termination Agreement, the final payment to the city of Marysville, and the final utility bill.

Notice of Violation: Fiscal Mismanagement - San Diego

- On November 11, 2024 HCCTS asked a remote worker living in San Diego to vacate the office space where he had been working and he vacated on November 29, 2024.
- On March 27, 2025, HCCTS contracted with Newmark to sublet the space in San Diego.
- On June 3, 2025, HCCTS disconnected the internet and all utilities.
- On October 26, 2025 HCCTS informed TRUSD that the San Diego site was vacated and provided the Newmark sublease contract as evidence of actions taken.
- On November 4, 2025, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location.
- On November 13, 2025, HCCTS signed the lease termination and submitted the final invoice for the San Diego location on November 15, 2025.
- On November 18, 2025 HCCTS sent TRUSD the lease termination and final check to show that the lease in San Diego was fully terminated.




2024







HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS Intent to Revoke Response



December 02, 2025

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Notice of Violation: Grade Levels

HCCS has proposed offering grades 9-12 as recommended by TRUSD. If TRUSD approves the material revision, HCCS will offer grades 9-12 and the issue of grade levels will be resolved.

TRUSD Review	HCCS Response	Evidence
Tardiness in responding to the Material Revision requirement.	HCCS acknowledges that the original charter petition stated that HCCS would serve grades 1, 2, and 12 and has been serving grades 9, 10, and 12 without a material revision. The new material revision is requesting to offer grades 9, 10, 11, and 12. HCCS hopes that the updated material revision for grade levels will be approved by TRUSD and the issue will be resolved. HCCS is committed to only serving the grades approved by TRUSD. If TRUSD denies the grades proposed in the material revision, HCCS will go back to serving only grades 1, 2, and 12 as outlined in the prior charter renewal.	The HCCS Material Revision was board approved on 09/18/25. HCCS has drafted two detailed grade level transition plans which were both sent to TRUSD on 11/20/25. One plan shows how HCCS will move from serving grades 9,10, and 12 back to grades 1, 2, and 12 if the material revision is denied. The second plan shows how HCCS will add grade 11 if the material revision is approved.
Unable to assert the item is remedied until the Material	HCCTS is fully prepared to move forward with the grade levels approved by TRUSD once the	The HCCTS Board of Directors has reviewed

Revision is reviewed by TRUSD Board of Trustees.	TRUSD Board determines whether it wishes the school to operate at the previously approved grade levels or in alignment with TRUSD staff's request that it operate grades 9-12.	and approved the HCCS Material Revisions three times during the 2024-2025 school year. Each time, HCCS has provided the updated version to TRUSD immediately following board approval. The first HCCS Material Revision was presented and approved on 09/26/25. Then after additional feedback from legal, we took the material revisions back to the board on 10/09/25 and submitted it to TRUSD on 10/10/25. TRUSD provided CICA feedback on the material revision and after making the changes, it went back to the HCCTS board on 12/02/25, and will be sent back to TRUSD the same day.
Exhibits not accessible to District	HCCS submitted a formal response to TRUSD	The HCCTS Director of

until 9/29/25.	for the NOVs which were due on 09/26/25. The evidence was provided to TRUSD on the due date via email with a link to the Google Drive folder where the evidence was contained. Prior to the due date HCCS asked TRUSD how they preferred to receive the evidence (such as via email, Google Drive, flash drive). TRUSD did not express a preference. On the due date HCCS sent TRUSD a link to a Google Drive folder which contained the evidence. Following receipt, TRUSD said they would like to receive the evidence via email and/or via flash drive. HCCS converted all of the evidence to PDF and both emailed it to Shari Warta and put everything on a flashdrive and drove it to TRUSD where it was delivered in person on 09/29/25. Please note that HCCS delivered the evidence to TRUSD on the due date.	Accountability, Melissa Roberson emailed the TRUSD Project Manager, Shari Warta a link to the evidence on 10/31/25 at 10:30 a.m.

Notice of Violation: Locations

HCCS has proposed operating at 14 student-serving sites and 3 admin sites. These sites are accurately reflected in the HCCS material revision. If TRUSD accepts the HCCS material revision, the locations violation will be resolved.

TRUSD Review	HCCS Response	Evidence

Tardiness in responding to the Material Revision requirement.	HCCS acknowledges that MOU Amendment No. 3 between TRUSD and HCCS, dated 01/25/24 contains a list of approved sites where TRUSD has agreed to allow HCCS to operate. HCCS acknowledges operating sites not listed in the MOU Amendment No. 3 and has drafted the HCCS material revision with updated sites that clearly shows which sites HCCS is currently operating in for both serving students and providing office space for staff. All sites outside Sacramento County have been eliminated. HCCS hopes that the material revision will be approved by TRUSD and the issue will be resolved.	HCCS Material Revision Board Approved 09/18/25. HCCTS updated board policy for opening and closing procedures which now includes authorizer approval for the addition of any new site, board approved by HCCTS on 12/02/25 and sent to TRUSD on 12/02/25.
Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees.	HCCS is committed to aligning with TRUSD for operating only within the approved sites. If TRUSD denies the HCCS material revision, HCCS has a plan to return to the HCCS locations approved in MOU Amendment No.3. If the material revision is approved, HCCS will operate at the new approved locations. As a result, this issue is fully remedied regardless of whether TRUSD agrees to the material revision or compels the charter school to only operate at facilities included in MOU Amendment No. 3.	HCCS drafted a detailed plan which outlines how HCCS will return from the sites where we are currently serving students back to MOU Amendment No. 3 sites. This was sent to TRUSD on 11/20/25. HCCS drafted another detailed plan which shows where and how HCCS will close sites between January to June of 2025, consistent with the locations approved in

		the material revision. This was provided to TRUSD on 12/01/25.
If the Material Revision is not approved, TRUSD would require further actions to cease operations and address ongoing expenses at the locations not listed in the MOU Amendment No. 3.	HCCS is committed to aligning with TRUSD for operating only within the approved sites. If TRUSD denies the HCCS material revision, HCCS has a plan to return to the HCCS locations approved in MOU Amendment No.3. Regardless of which sites are approved by TRUSD, the school is committed to reducing its facilities costs in alignment with its lower enrollment, and has developed a plan to generate significant savings through termination of now unnecessary facilities leases.	

Notice of Violation: Independent Audit Report

HCCTS contracted with Eide Bailly to conduct the 2023–24 audit. While a draft was provided to TRUSD on May 9, 2025 and again on October 10, 2025, the process has been significantly delayed due to a combination of external and internal factors which include:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work,

- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections, and

- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

TRUSD Review	HCCS Response	Evidence
HCCS provided a draft of the reports on 10/10/25.	The delay in providing the independent audit is due to factors largely outside of HCCTS' control. HCCTS contracted with a vendor approved by the State Controller to produce the audit in a reasonable time frame, and that vendor did not deliver a completed product in a timely way. As delays have mounted, HCCTS has taken every step possible to produce a completed audit. In order to comply to the extent possible, HCCTS has provided TRUSD with two drafts of the audit as supplied by Eide Bailly. On 12/02/25 HCCTS sent an email to Eide Bailly accepting the independent audit produced by Eide Bailly for HCCTS for the 2023-2024 school year.	HCCS sent TRUSD a comprehensive list which contained all the communication HCCTS had with Eide Bailly from 2023-2025. HCCS sent TRUSD a letter from Eide Bailly regarding State Controller and State Auditor dated 04/17/25. HCCS sent TRUSD a legal letter HCCTS had drafted by legal counsel at YM&C, which was sent on 9/11/25, demanding that Eide Bailly release the audit.

Although HCCTS has taken action to resolve the issue, this item remains open until the final audit report is received	HCCTS has now accepted the final audit draft.	HCCTS sent TRUSD Independent State Audit completed by Eide Bailly for HCCTS on 05/09/25. HCCTS sent TRUSD the updated Independent State Audit for HCCTS on 10/08/25. HCCTS sent TRUSD Document requests from Eide Baily that were fulfilled by HCCTS.

Notice of Violation: Instructional Minutes

TRUSD Review	HCCS Response	Evidence
The legitimacy of its practices during the audit period remains unresolved pending a decision from the Education Audit Appeals Panel	HCCS has taken several actions to improve attendance policies and procedures to ensure that HCCS meets the minimum number of instructional minutes. Among these items are: implementing a five period bell schedule where	HCCTS sent TRUSD the 2025-2026 Academic School Calendar HCCS sent TRUSD the

	teachers take attendance for each period, moving to one attendance track, and reducing class sizes through enrollment caps. The report by the California State Auditor found no evidence of fraudulent attendance. The State Auditor's determination that HCCS was ineligible for apportionment rests on its interpretation rests on an untested interpretation of the requirement that the school "must require the student to attend at least 80% of the minimum required instructional minutes at the school site." HCCTS acknowledges that multiple academic calendars for the 2025-2026 school year have been presented and approved by the HCCTS Board of Directors. These changes were primarily due to changes in the start date of HCCS academic year and modification of the professional development schedule. While HCCTS provided updated calendars to TRUSD via email and the Smartsheet uploader, HCCTS understands that this may have led to confusion for TRUSD regarding which calendar was accurate. HCCS' most recent board-approved calendar is going back to TRUSD on 12/02/25 with an updated instructional minutes calculation that shows a total of 65,889 minutes for the 2025-2026 school year. The change includes a reduction of 2.5 professional development days to meet the	2025-2026 five-period bell schedule HCCTS sent TRUSD the Instructional Minutes Calculations for the 2025-2026 school year HCCS sent TRUSD Class Size Reports on 08/21/25. HCCS sent TRUSD complete class rosters for all HCCS teachers on 10/30/25. HCCS sent TRUSD Open Seats Report on 10/30/25. HCCS sent the revised academic calendar and minutes calculations to TRUSD on 12/2/25.

	instructional minutes.	
The adequacy of the response remains unresolved due to the pending audit appeal and the lack of independently verified evidence that students met the 80% in-person instructional time threshold	HCCTS is appealing the finding that it was not eligible for apportionment. HCCS made substantial efforts to encourage student attendance and to ensure students had access to education at the school site for 100% of the required instructional minutes. This is demonstrated in the following ways: ● Log entries in PowerSchool that show staff contacting students to re-engage them ● Dropping students for non attendance ● Deactivating students' technology for non attendance ● The daily bell schedules had credentialed teachers available to students for all periods, even if students were not present Although the entire Power School database was provided to the state auditor, it is not clear whether any of this data was reviewed by the state auditor. But HCCS is not just relying on the above or its legal arguments in the appeal to justify that this matter has been cured. Since the state audit was released, HCCS has implemented a number of changes in both policies and standard operating procedures to	

	ensure that the school is compliant with law, enforcing its attendance policy, and supporting student re-engagement. HCCS made these changes to ensure that it addressed all concerns raised by the state auditor even though it does not agree with the state auditor's conclusion that HCCS was not eligible to claim $180 million in attendance funding. As a result of these changes, HCCS can demonstrate that it has fully remedied this issue even without a conclusion being reached on the audit appeal.	
Inadequate evidence of steps taken to ensure compliance	HCCTS has met all requirements outlined in the law including offering the required number of instructional days and instructional minutes, maintaining primary documentation of attendance in its learning management system, and following up with students who have attendance issues. HCCTS drafted the HCCS Attendance SOP and provided TRUSD with the HCCTS Board-approved version on 11/07/25. Please note that teachers were trained on updated attendance practices starting in August of 2025 and all attendance practices were in place prior to the approval of the newly updated and formalized attendance SOPs. All HCCS teachers are trained each year on attendance taking policies and procedures. At the beginning of the 2025-2026 school year	HCCTS updated attendance expectations for the 2025-2026 school year as outlined in the Student Handbook HCCTS updated attendance policies to ensure students are present for at least 80%. HCCS outlines attendance expectations for all students during new student orientations. HCCTS drafted the

	HCCS conducted additional trainings to outline the policy changes, the new attendance procedures, and updates to the paper based attendance policies which serve as a backup for PowerSchool.	HCCS Attendance SOP and provided TRUSD with the HCCTS Board-approved version on 11/07/25.
	In recognition that a higher level of accountability is appropriate, HCCS is taking steps to ensure continuous improvement in its attendance practices. This includes strengthened attendance verification and audits, more clearly defined attendance expectations for students, a standardized system for retention of paper back-up documentation, and the implementation of standardized attendance taking procedures across all HCCS locations. HCCS has launched an internal attendance auditing process which tracks weekly teacher attendance and monthly audits. These internal audit procedures are included in the HCCS attendance SOPs which were provided to TRUSD on 11/07/25. These updated and improved attendance practices are outlined in the following HCCTS board polices: 5113 BP Absences and Excuses 5113.1 BP Attendance Enforcement	HCCTS provided TRUSD with the 2025-2026 Start of the Year Presentation. HCCTS provided TRUSD with the 2025-2026 CCS Classroom Attendance Auditing Checklist (Template). HCCTS provided TRUSD with the Summary of Attendance Observations from Hillsdale on 09/25/25. HCCTS provided TRUSD with the HCCS Department Meeting Slides held on 10/02/25. HCCTS provided TRUSD with the 10/02/25

		instructions for printing attendance sheets from PowerSchool. HCCTS provided TRUSD with Follow-Ups on the 10/03/25 HCCS Academics Department Meeting. HCCTS provided TRUSD with the HCCT Department Meeting 10/03/25 Zoom Attendees. HCCS provided TRUSD with classroom attendance audits for the following HCCS teachers: Ron Lewis, Christina Schiesari, Sky Fuller, Asya Grigoryan, Khaled Mohammadi, John Leyva, Julie Giger, Faith Johnston, Irena Pachkevitch, Forrest Speciale. HCCTS provided TRUSD

		with the HCCTS Student Attendance Agreement.

Notice of Violation: Teacher Credentialing & Misassignments

TRUSD Review	HCCS Response	Evidence
The monthly assignment monitoring data provides evidence that HCCTS has changed staffing practices and reformed to comply with the law moving forward	HCCS is in full compliance with teacher credentialing and reports.	**No additional evidence required because TRUSD found that this issue has been remedied.**
HCCTS staff have become more knowledgeable about credentialing options to ensure compliance	HCCS credentialing coordinators have been trained on the new requirements and are working closely with TRUSD and the SDCOE to ensure HCCS teachers meet the requirements of the CTC.	
HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing	HCCS is committed to teacher credentialing compliance.	

Notice of Violation: Exclusive Partnership Agreement/ Truck Driving Program

HCCTS discontinued the relationships between the truck driving program and outside agencies including Local 185, Sacramento County Sheriff, and Sacramento Police. These partnerships officially ended on January 14, 2024 and the truck driving program was discontinued on June 30, 2025 for all HCCTS students. At this time, there is no plan in place to bring back the truck driving program.

TRUSD Review	HCCS Response	Evidence
Lack of evidence that proves the partnerships with outside entities were terminated	The HCCS truck driving program was discontinued on 06/30/25. There are no partnerships with any outside entities at this time because the program no longer exists. Detailed evidence of this has been provided to TRUSD between December 2024 and November 2025. HCCS acknowledges that students not enrolled in a WIOA program were previously enrolled in the truck driving program, but this practice was discontinued in January 2024. The intent of the partnerships were to benefit the wider community and the school through mutually beneficial cooperation, but HCCS acknowledges that there should have been an agreement where these participants were registered in CalJobs to avoid a violation of our	HCCTS provided TRUSD with a Letter to HCCS from Sac County Sheriff Jim Cooper dated 01/23/25. HCCTS has provided TRUSD with the Letter to HCCS from the Sac Police Department requesting that HCCS continue the partnership. HCCTS provided TRUSD with the email sent from Sergey Ivanyuk (HCCS Truck Driving Coordinator) to the truck driving team regarding the discontinuation of

	exclusive partnership. The benefit to the community and the end of the partnership are both demonstrated by the Sacramento County Sheriff's appeal to the former interim Executive Director to not discontinue the partnership. These formal letters and emails were sent to TRUSD. Last month, HCCS also provided letters to TRUSD from its former partner organizations in which they note the date the partnership was terminated.	the partnerships with Sac Police, Sac Sheriff, and Labor Union 185 on 01/15/25. HCCTS provided TRUSD with the email sent from Sacramento County Sheriff's Office to HCCTS former Executive Director, Bill McGuire requesting to continue the trucking driving partnership on 01/23/25. HCCTS provided TRUSD with the email sent from Bill McGuire to Stephen Scarrazzo at the Sacramento County Sheriff's Office on 02/01/25 outlining changes HCCS is making with partnerships. HCCTS provided TRUSD with a letter from the Sacramento Police Department on 11/06/25 which affirms

		that the partnership with HCCTS ended in January of 2024.
The CTE Instructor's statements were inconsistent with HCCS's response	HCCS' response is supported by all entities with which it had partnerships as evidenced by their letters. Two of these entities are law enforcement agencies. The District is improperly relying on a statement from one former employee over the statement of not just the school, but multiple credible outside agencies who sent the individuals to participate in the truck driving program. HCCS requests that the District re-weigh the evidence in light of the letters provided by outside agencies and consider this issue fully resolved in light of the new evidence.	All HCCTS truck driving employees from the 2024-2025 school year are no longer employees at HCCTS, so it is not possible for a current instructor's statements to be inconsistent with that of the school. HCCTS provided TRUSD with the former Truck Driving employee names, roles, and dates of employment.

Notice of Violation: Fiscal Mismanagement Marysville 2

TRUSD Review	HCCS Response	Evidence
The lease termination date is 4/30/2026, therefore the violation remains open.	The Marysville 2 (baseball field) lease was terminated on 11/30/25 and fully bought-out as a cost saving measure. There	On 01/14/25, HCCTS sent TRUSD a letter that outlined the lease

	are no ongoing payments and there is no ongoing agreement.	termination with Marysville 2 and included the final buyout amount of that lease. In that letter, HCCTS provided evidence that no additional money would be paid to the City of Marysville and that operations had been finalized.
This violation may never be resolved in full since HCCTS still spent money on an unused property with funds that will never be recovered, including lease payments, utilities, equipment purchases and a sponsorship/donation	HCCS has done its best to mitigate the loss associated with this agreement. The termination agreement was arrived at as the best possible cost-saving measure that would be acceptable by both parties. The sale of $5K in assets for $1 was done as a part of the negotiations necessary to mitigate any additional on-going expenses. The ongoing expenses far exceeded this concession by HCCS. HCCS requests that the District find that the charter school has remedied this matter through terminating the lease. The intent of the revocation statute is to bring a charter school into compliance with law and its charter. This has happened here. The law was never intended to be applied in a manner that would effectively require a charter school to be perfect in all of its operations because any issue could later	On 06/12/25 HCCTS sent TRUSD another letter outlining all expenses related to Marysville 2 and why it was cost effective to terminate the lease with the buyout rather than to continue the lease at Marysville 2. This included payment of water, utilities, and the cost of landscaping. On 11/4/25 HCCTS sent TRUSD the Lease Termination Agreement, the final payment to the city of Marysville, and the final utility bill.

	support revocation even after it is corrected.	

Notice of Violation: Fiscal Mismanagement San Diego

TRUSD Review	HCCS Response	Evidence
The property has not been sublet	HCCTS terminated the San Diego lease agreement on 11/15/25 and paid the final bill on 11/17/25. These items were sent to TRUSD on 11/18/25.	On 10/26/25, HCCTS sent TRUSD information regarding the San Diego lease agreement that contained the actions taken by HCCTS. HCCTS informed TRUSD that the space was empty, and we provided the contract between HCCTS and Newmark real estate agency to show the intention to sublet.
The lease remains in place with expenses ongoing	The lease has been terminated and there are no additional ongoing expenses.	On 11/29/24, HCCTS asked a remote worker living in San Diego to vacate the space where he had been working

		On 06/03/25, HCCTS disconnected the internet and all utilities On 03/27/25, HCCTS contracted with Newmark real estate agency to sublet the space in San Diego. On 11/04/25, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location. HCCTS terminated the San Diego lease agreement on 11/15/25 and paid the final bill on 11/17/25.
The past moneys spent on the expensive property, which was not directly used for HCCTS students, has not been addressed or remedied.	HCCS has vacated the property. HCCS can only attempt to mitigate the financial loss associated with the lease by subletting the property at the most favorable rate it can obtain or terminating the lease to mitigate further losses. HCCS attempted first to sublet the property but found that not to be feasible, so it terminated the lease to help	On 10/31/25 HCCTS met with TRUSD and reviewed the evidence for San Diego. On 11/18/25 HCCTS sent TRUSD the lease termination and final

	mitigate further financial losses. HCCS requests that the District find that the charter school has remedied this matter through terminating the lease. The intent of the revocation statute is to bring a charter school into compliance with law and its charter. This has happened here. The law was never intended to be applied in a manner that would effectively require a charter school to be perfect in all of its operations because any issue could later support revocation even after it is corrected.	check to show that the lease in San Diego was fully terminated.
	HCCTS has implemented stronger financial controls, including requiring written authorization from the District with an attendant fiscal analysis before presenting any potential site to the HCCTS Board.	On 12/02/25 HCCTS updated BP 7150.5 School Site Opening and Closure Policy, which addresses the process of opening and closing sites. This policy ensures that all sites have a benefit to students, and requires a written report analyzing the financial analysis which must be submitted to the school's authorizer prior to opening.

CONCLUSION

HCCS has worked diligently to fully address every issue in the Notice of Violation presented by TRUSD. We have remedied all of these issues through board changes, administrator changes, policy changes, procedure changes, staffing changes, staff training, holding staff accountable to implement new policies, and stopping bad fiscal and operational decisions of prior leadership. This has all been part of Building Highlands Back Better. There is still more work to do, but the changes made to date fully remedy the concerns expressed in your notice. We are determined to make you proud of HCCS again. Amidst all of these changes, it is important that none of us lose sight of the students served by HCCS. There is no program like ours in the community, and a school closure would impact them dramatically. Please carefully consider what this program means to them, how much work we have put in to turn this school around, and how committed the new leadership team is to making this school even better in the years ahead.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Highlands Community Charter School

Respectfully Submitted to the Twin Rivers Unified School District Board of Trustees

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted December 2, 2025

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GLOSSARY

Term	Definition
ADEL	Adult English Language Learner
COAAP	Civic Objective and Additional Assessment Plan
CTE	Career Technical Education
EdCite	Edcite is an online platform primarily used for creating, sharing, and administering educational assessments.
EL Civics	English Literacy and Civics Education
HCCS	Highlands Community Charter School
SETA	Sacramento Employment and Training Agency
TE	TOPSPro Enterprise
TRUSD	Twin Rivers Unified School District
WIOA	Workforce Innovation Opportunity Act

Preface

Highlands Community Charter School respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in the District. This material revision is being submitted as the Charter School is requesting the following changes to the charter:

1. **Updated Number of Sites**
   HCCS requests to maintain 14 sites as detailed in Element P the material revision.

2. **Updated Credential Qualifications**
   In the 2024-2025 school year, HCCS modified credential requirements for teachers based on a May 2025 update from the CTC and additional guidance communicated by TRUSD. This material revision will align the charter document with our commitment to utilize K-12 credentials rather than adult credentials for its teachers.

3. **Proposed Career Technical Education (CTE) Programs for 2025-2026 School Year**
   HCCS proposes to operate seven CTE programs in the 2025-2026 school year:
   - Culinary Arts
   - Digital Literacy and Multimedia
   - Early Childhood Education (ECE)
   - Medical Services
   - Microsoft Office Specialist (MOS) Certification
   - Personal Finance
   - Real Estate

4. **Addition of Grade 11**
   HCCS proposes to add grade 11 in compliance with guidance from TRUSD.

5. **Addition of CAST and CAASPP Assessments**
   HCCS will test students in both CAST and CAASPP based on guidance from the California Department of Education and TRUSD. While these assessments are intended for students in traditional high school programs, and HCCS serves adults, HCCTS has implemented this assessment to ensure compliance and accountability in its academic programs.

6. **Enhanced Curriculum for Improved English Learner Support**
   The HCCTS Board has approved the Savvas curriculum for HCCS. Implementation has begun with professional development support from Savvas in alignment with Professional Learning Community (PLC) structures.

7. **Lottery Procedures**
   HCCS respectfully requests approval to update its current lottery procedures to more accurately reflect the Charter School's existing admission practices. While maintaining full compliance with all applicable provisions of the California Education Code, HCCS seeks to clarify and

enhance its written policies and procedures to ensure greater transparency, accessibility, and alignment with the school's mission of serving adult learners. These updates will streamline the admissions process, reflect current operational structures, and better address the needs of the diverse student population.

With TRUSD's approval, HCCS will continue to uphold equitable and compliant admission practices while refining procedures to ensure they are clear, consistent, and supportive of the school's commitment to access and inclusion.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") and outside of the District pursuant to the WIOA exemption to site restrictions contained in the Charter Schools Act of 1992 is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to HCCS shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(e)(3).)
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any

reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers,in accordance with all of the requirements of applicable statutes or regulations, in the same manner as a governing board of a school district. (Ed. Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a)(2).)
- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)
- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized and amended as the Every Student Succeeds Act ("ESSA").
- Comply with the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with the Ralph M. Brown Act.
- Comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47601.1.
- Comply with Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum number of school days. (Title 5 California Code of Regulations § 11960.)

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.



9/26/2025

_____ _____

Jonathan Raymond for HCCS
Date

1111 Howe Ave., Suite 540
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Element A The Educational Program

Program Focus: Opportunities for Adult Learners

The Highlands Story
Highlands Community Charter School (HCCS) has been in operation since August 2014 and is one of two public charter schools operated by Highlands Community Charter and Technical Schools. HCCS exists to provide second chances — to serve adult learners aged 22 and older who, for a wide variety of reasons, were unable to earn a high school diploma through traditional pathways.

We serve a uniquely diverse student population, the majority of whom are immigrants and refugees. Some of our students arrive with advanced degrees from their home countries, having previously worked as engineers, teachers, and medical professionals. Others have had little or no formal education and are just beginning to learn to read, write, or speak English for the first time. Our model is built to honor this range of lived experiences — meeting students where they are and helping them reach where they want to go.

HCCS is open to all adult learners over the age of 22 and accepts students according to available capacity and lottery procedures. At our core, we believe that every student — regardless of their starting point — deserves access to a high-quality education, a pathway to a better future, and the unwavering support of a school community that sees their potential.

In July 2025, HCCS entered an era of renewal and accountability under the leadership of Executive Director Jonathan Raymond, former superintendent of Sacramento City Unified. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to urgently rebuild an adult education program on a foundation of institutional integrity and a deep commitment to putting students first in every decision. We are raising standards across the board to implement clear policies for fiscal responsibility, place K-12 credentialed teachers in every classroom, lower class sizes, develop a rigorous and standards-aligned curriculum, enable more professional learning for teachers, and expand access to career training to support workforce needs throughout the regions we serve.

While the school has temporarily cut back staffing and reduced its enrollment capacity as part of program restructuring, it has laid essential groundwork for deep structural change. Every initiative proposed in this revision reflects our commitment to building educational programs that deliver on HCCS's commitment to serving its students, families, and the public.

HCCS has also launched a comprehensive five-year strategic planning process to reimagine how we deliver services and meet the evolving needs of our learners. We are investing in academic excellence, workforce relevance, and a culture of care. With these changes, we believe Highlands can become a statewide model for high-quality adult education that transforms lives.

Mission Statement
HCCS is a diverse community for social justice, serving the underserved by providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, HCCS builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of HCCS is to eradicate educational inequality and promote workforce success.

Executive Leadership
The Executive Leadership at Highlands Community Charter School provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress.

Under the direction of the Board, the Cabinet—comprising the Executive Director, Deputy Director/Chief Academic Officer, Deputy Director/Chief Operating Officer, and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability.

Leadership Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education.
Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California's history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, holds a JD from George Mason

University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments, and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Ph.D., Deputy Director/Chief Operations Officer
Teresa is a seasoned systems-level leader with over three decades of experience transforming education through strategy, accountability, and innovation. She has served as Chief of Staff and Chief Accountability Officer, bringing clarity, alignment, and execution to large-scale organizational priorities. Holding a Ph.D. from the University of Illinois, Chicago, Teresa's career spans the full spectrum of education—from PreK–12 classrooms to community colleges and universities—where she has excelled as a teacher, administrator, and author of mathematics curricula.

Her leadership portfolio includes extensive executive-level district administration, where she has shaped policy, accountability systems, and instructional improvement at scale. Beyond the district level, Teresa has advanced research and development efforts for non-profits, the Riverside County Office of Education, and the Stuart Foundation, where she co-developed an organizational health review now used to strengthen institutional performance.

Across every role, Teresa has been recognized for her ability to integrate research, practice, and policy into sustainable systems that drive student achievement and organizational excellence.

Eric Chapman, Deputy Director/Chief Academic Officer
Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer
Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in

California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Bindy Grewal, Ed.D., Director of Human Resources
Bindy Grewal is an accomplished educational leader and human resources executive with more than three decades of experience serving California public schools. She holds an Ed.D. in Educational Administration and Foundations from the University of the Pacific and a Master's in Educational Leadership from California State University, East Bay. Over the course of her distinguished career, she has held roles spanning classroom teaching, school administration, district leadership, and executive-level human resources management.

Bindy most recently served as the Assistant Superintendent for Elk Grove Unified School District, where she oversaw 43 schools serving more than 30,000 students. In this role, she provided strategic leadership as part of the Superintendent's Cabinet, guided principals and directors, managed complex operational and instructional systems across multiple school calendars, and played a key role in districtwide initiatives including COVID-19 distance-learning transitions, school closures during environmental crises, early learning program enhancements, and major facilities planning. She was also an active member of the district bargaining team, addressing negotiations, compliance matters, and board-level issues with professionalism and clarity.

Prior to her executive leadership role, Dr. Grewal served as Director of Certificated Human Resources, where she led all aspects of certificated HR operations, including recruitment, employee relations, policy interpretation, staffing, investigations, and labor compliance. Her earlier administrative career included serving as a principal for nine years, earning the California Distinguished School Award, and as a vice principal for four years, where she strengthened school cultures, improved academic performance, and supervised comprehensive instructional programs.

Melissa Roberson, Director of Accountability and Assessment
Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Interim Director of School Services
Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

The Population HCCS Desires to Educate
HCCS has the motto "...it's never too late." The school specifically focuses on providing educational opportunities for adults 22 years and older without a US high school diploma who have been unserved or underserved by the traditional educational system. This includes students who were unable to complete high school due to circumstances such as early parenthood, justice system involvement, or economic necessity, as well as immigrants and refugees seeking educational opportunities in the United States. HCCS provides a viable educational choice for adult learners interested in completing their high school education in a supportive environment that recognizes their diverse backgrounds, experiences, and goals.

The school serves students from 89 countries, with the five most represented countries as of the 2024-2025 school year being Afghanistan (5,830 students), Ukraine (1,383), Russia (1,356), Mexico (1,014), and Vietnam (318). This international diversity reflects both global migration patterns and Sacramento's role as a resettlement community for refugees and immigrants.

Student Population Characteristics

Demographics and Geographic Distribution
HCCS enrolls students primarily from Sacramento County, serving a culturally and linguistically diverse population. Women comprise 58.90% of the student body, men 41%, and 0.10% identify as nonbinary. The school serves grades 9-12, with all students being 22 years of age or older.

Language and Cultural Diversity
Approximately 90% of HCCTS students are English Language Learners, though the school also serves English proficient students seeking to complete their education through credit recovery. Based on enrollment data, there are multiple primary languages represented at HCCS, reflecting the diverse countries of origin of the student population. The five most represented countries at HCCS as of Census day for the 2024-2025 school year are Afghanistan, Ukraine, Russia, Mexico, and Vietnam. The table

below shows the top five countries of origin for students at HCCS by year for the last three years, along with the number of students enrolled by year for that country.

	2022-2023	2023-2024	2024-2025
1	Afghanistan (2,875)	Afghanistan (3,755)	Afghanistan (5,830)
2	Ukraine (990)	Ukraine (1,305)	Ukraine (1,383)
3	Mexico (920)	Russia (1,239)	Russia (1,356)
4	Russia (634)	Mexico (1,036)	Mexico (1,014)
5	United States (381)	Vietnam (268)	Vietnam (318)

Socioeconomic Status
The overwhelming majority of HCCS students qualify as socioeconomically disadvantaged, with over 97% qualifying for this status in the 2023-2024 census, an increase from the historical 90%+ rate.

Free and reduced lunch eligibility has grown significantly:

Year	Students Eligible for Free/Reduced Lunch
2022-2023	5,690
2023-2024	9,350
2024-2025	11,546

Housing Instability
A significant portion of the student population experiences housing instability:

Year	Enrolled Homeless Students
2022-2023	450
2023-2024	1,584
2024-2025	1,365

Due to the social stigma associated with homelessness, these numbers likely represent underreporting, as many students temporarily staying with friends or family may not identify as homeless.

Student Challenges and Needs

Varied Educational Backgrounds

The educational backgrounds of HCCS students vary dramatically. Some refugee and immigrant students arrive with advanced degrees from their countries of origin and extensive English language experience, while others may have never had formal education and lack literacy in their first language. US-born students typically have experienced interruptions in their education due to various life circumstances.

Multiple Responsibilities

Many students are adults managing multiple responsibilities, including employment, family care, and basic needs. They often lack access to reliable transportation, computer technology, and childcare. Limited free time presents ongoing challenges for academic engagement and completion.

Trauma and Life Experiences

Students frequently arrive having experienced various forms of trauma including displacement, poverty, addiction, homelessness, and incarceration. Ex-offenders face particular challenges re-entering educational settings and often require additional academic and social-emotional support.

Access to Basic Needs

Many students lack access to fundamental necessities including food, appropriate clothing, school supplies, and stable housing. The refugee population faces additional challenges adapting to new customs, culture, and technology while building English proficiency and seeking employment.

Student Goals and Motivations

Students enroll at HCCS with diverse but interconnected goals: improving English language skills, completing their high school education, accessing better employment skills and opportunities, supporting their families, and participating more fully in their communities. For many, earning a high school diploma represents both a long-deferred dream and a critical step toward economic stability and further education. HCCS recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate in both academics and the needs of their well-being, and balanced in knowledge of core subjects, communication, career and civic readiness, and the use of technology. In the grades 9-12 high school context, this means students engage in a coherent course of study that builds critical thinking and problem-solving, and helps them act with increasing independence and confidence in academic and professional settings. Our students become empathetic, collaborative members of the community. Through collaboration, they set and pursue personal, academic, and career goals. A climate of mutual trust and support leads students to demonstrate empathy and to engage in respectful, productive communication. Teachers guide students to see themselves as global citizens who are empowered and responsible for making positive changes in their immediate environments and beyond. Accordingly, an educated person in California today is

literate in English and able to communicate and function competitively and productively in the workforce, in higher-education classrooms, and in their communities.

Our students **seek understanding and peace** within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have had limited access to technology learn to use digital tools as a means to succeed in school, work, and civic life.

Our students are **scholars** who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California/ Sacramento community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are **community members** who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the skills they have developed and prepared to communicate, collaborate, and contribute.

Our students are **citizens** of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are **members of an increasingly technical and information-based world** and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Educational Philosophy and Approach

HCCS supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

Learning Occurs in the Context of Safe and Trusting Relationships

Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

Trauma-Informed Educational Practices
Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.

Relational Pedagogy
We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.

Community Building and Peer Support
We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Mental Health and Wraparound Services
We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption
Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Instruction Must Meet Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)
A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design
We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support
Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at their level and provide translated background text and videos that build background knowledge to enhance ELLs access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching
Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness
Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Effective Adult Learning Requires Agency and Relevance
Adult learners bring intrinsic motivation and clear goals that can be powerful drivers of academic success when properly leveraged. Our role is to create learning experiences that honor students' autonomy while providing the structure and support they need to achieve their educational objectives.

Self-Directed Learning and Goal Setting
We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Choice and Flexibility in Learning
Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.

Real-World Connections and Application
Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.

Career and College Integration
We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.

Student Voice and Feedback
Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.

Ownership of Learning Outcomes
We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.
These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

Foundational Research and Theories Supporting Our Approach

The instructional strategies employed at HCCS are fully congruent with the pedagogical design and theoretical underpinnings of the Savvas curriculum. This alignment is operationalized through a coherent language development pathway, an integrated system of academic and linguistic supports, and the deliberate application of empirically grounded second-language acquisition frameworks. Collectively, these elements ensure that English Learners acquire the linguistic competencies necessary to engage meaningfully with the standards-based SAVVAS instructional sequence.

Savvas provides a rigorous, standards-aligned curriculum with embedded language supports intended to promote equitable access to grade-level content. HCCS extends this foundation by implementing designated and integrated language development structures that supply the additional scaffolding required for emerging bilingual learners. Instructional delivery is anchored in Content-Based Instruction, explicit literacy development, and structured reading and writing supports, all of which are consistent with the instructional routines, text complexities, and cognitive demands embedded within the Savvas program.

Educators systematically assess student language proficiency, academic readiness, and individual learning profiles to differentiate instruction within the Savvas framework. This diagnostic approach ensures that English Learners can access, process, and demonstrate mastery of rigorous academic content while developing the academic discourse and literacy skills essential for secondary coursework. When combined with the onramp for adult English Learners and the school's comprehensive support systems, these strategies cultivate the academic language, confidence, and disciplinary knowledge required for students to progress through Savvas-aligned high school coursework, meet graduation requirements, and transition successfully to postsecondary pathways

Adult Education Learning Theories

HCCS applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources, including personal achievement, social factors, and career advancement.

Sociocultural Theories

According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-world participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013).

The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is

defined as, "a process of setting up" the situation to make the student's entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner's ZPD.

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities.

According to the U.S. Department of Education's Literacy Information and Communication System (2012), differentiated instruction engages students at a range of different levels with various learning styles and makes learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction (CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

<u>Supporting our English Learner Population</u>

As a charter school exclusively serving students over the age of 21, the English assessment requirements of federal and state law applicable to students aged 3 through 21, as defined by Education Code section

306, do not apply to HCCS.[1] Almost all of the students at HCCS are classified in CALPADS as adult English Language Learners or ADELs. Therefore, HCCS students do not take the English Language Proficiency Assessments for California (ELPAC) or appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). HCCS goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At HCCS, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Highlands Community Charter Schools (HCCS) is transitioning towards offering traditional A–G pathways. Our model is intentionally designed to provide adult learners, including English Learners, with an accessible, research-informed pathway to meeting high school graduation requirements and achieving academic readiness. The instructional framework is grounded in adult learning theory, sociocultural perspectives, differentiated instruction, and content-based language development to ensure that language and academic content are mutually reinforcing. Consistent with research demonstrating that students acquire language most effectively when it is embedded in meaningful, content-rich learning experiences, HCCS integrates academic English development with standards-aligned coursework through intentional scaffolding, structured reading and writing supports, explicit vocabulary development, and teacher-guided learning within each student’s Zone of Proximal Development. Within this design, students’ home languages are treated as cognitive and cultural assets. Translanguaging practices are encouraged so that learners may draw from their full linguistic repertoires, while their prior life experiences, motivation, and goal orientation are leveraged to accelerate access to academically rigorous material. This integrated model ensures that English Learners develop the linguistic, academic, and cognitive foundation necessary to successfully engage in high school–level coursework within the independent-study setting.

To prepare our newcomers for this rigorous, standards-aligned high school program, we provide a structured and research-aligned onramp for adult English Learners who are at the beginning stages of

[1] Education Code section 306, section (a), defines “English learner” for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. “the term ‘English learner’, when used with respect to an individual, means an individual who is aged 3 through 21.”

English acquisition, including newcomer students, students with interrupted formal education, and those with limited or no prior schooling.

This supported approach pairs a designated English Language Development course (English for Work and Life) with an English Language Arts course to ensure coherent progression across both language acquisition and literacy development. Students may also enroll in additional courses across the HCCS program to continue building academic readiness while progressing toward high school graduation requirements. All courses use state-adopted, standards-based instructional materials and supplemental resources to ensure alignment with California's academic expectations and to provide students with access to rich, grade-level content appropriately scaffolded for their language proficiency.

The instructional structure of the onramp to high school is anchored by three core courses designed to support language growth, academic engagement, and foundational skill development. English as a Second Language (ESL) offers targeted instruction in listening, speaking, reading, and writing within real-world, functional contexts, supporting cultural integration, early literacy development, and the communicative confidence essential for success in both academic and community life. English for Work and Life (EFWL/ELD) provides a multi-level, inclusive class structure that builds practical communication skills for personal, academic, and workplace settings. With an emphasis on functional vocabulary, grammar, digital literacy, and real-life tasks, EFWL equips students to navigate contemporary communication demands while benefiting from peer-supported and collaborative learning. English 9, taught through Savvas myPerspectives, introduces students to diverse literary and informational texts and develops their abilities in close reading, discussion, analysis, and academic writing. This course strengthens vocabulary, comprehension, composition, and critical thinking, guiding learners toward producing narrative, argumentative, expository, and research-based writing. Together, these courses form a coherent and integrated sequence that ensures adult English Learners at HCCS receive rigorous, standards-aligned instruction paired with the linguistic scaffolding necessary to thrive within the independent-study model.

Language and Content Learning Are Interconnected.
Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.
Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

Authentic Assessment Drives Responsive Instruction.
We move beyond standardized measures to develop assessment practices that capture the full range of our students' growing capabilities. This includes portfolio-based assessments, project-based demonstrations of learning, and self-assessment tools that help students track their own progress toward their goals.

Language Assessment Upon Enrollment

As a WIOA partner, HCCS assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with HCCS level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
As an exclusively adult-serving charter school, HCCS serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment and Class Size to Support Learning Goals
Enrollment at Highlands Community Charter School has increased each year since its opening. In the 2021–2022 school year, enrollment was 3,751; in 2022–2023, enrollment rose to 6,749; and in 2023–2024, enrollment grew again to 9,069 students, according to the DataQuest census day snapshot. By the end of the 2023–2024 school year, HCCS experienced a significant increase in enrollment and heavily impacted classes. Teachers reported that students were often unprepared with essential skills, and frequent roster changes disrupted instruction. In response, the enrollment process was revised for the 2024–2025 school year to better prepare students and support more strategic class planning. In the 2024-2025 school year new students were enrolled on a biweekly basis rather than continuously throughout the term. Orientation was also updated to include study skills, academic planning, and CASAS assessments.

Five-Year Enrollment Rollout Plan
HCCS has dramatically reduced its enrollment due to updated credential requirements for teachers. As a result, HCCS has recently laid off 631 employees (teachers who only possess an adult education credential as well as staff that would support these teachers and the students that they serve).

Although we currently have over 2,700 students on a waitlist waiting to enroll, the school needs to rebuild its capacity to serve them. For the 2025-2026 school year, HCCS currently has approximately 1,000 students enrolled and plans to increase growth at a reasonable pace over the following four fiscal years as it hires and/or trains additional K-12 credentialed teachers. The five-year enrollment rollout plan is as follows:

Year	Number of Students
2025-2026	1,000
2026-2027	1,100
2027-2028	1,210
2028-2029	1,331
2029-2030	1,464

In the 2024-2025 school year, HCCTS adopted a Class Sizes and Enrollment Board Policy (6151BP) which stated that, “While California does not mandate class size limits for grades 9-12, HCCTS recognizes the importance of maintaining class sizes that promote a productive learning environment, reduce teacher workload, and enhance student engagement. Optimal class sizes are essential to support personalized instruction, improve student outcomes, and foster academic success. The Board of Directors, in consultation with the Executive Director, will establish appropriate class size limits that align with HCCTS’ instructional goals and student needs.” For the school year 2025-2026, class sizes are set at 30-1.

Class Size Guidelines

- Student-to-Teacher Ratios: Class sizes will be managed to ensure student-to-teacher ratios that support personalized instruction and academic success.

- Program-Specific Adjustments: Class sizes may vary depending on the nature of the program (e.g., independent study, bridge programs, or high school completion).

Enrollment Management

- Enrollment Caps: Each classroom will have an enrollment cap aligned with physical capacity and instructional goals.

● Monitoring and Rebalancing: HCCS Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

● Cross-Reference with Physical Capacity: Class sizes and enrollment numbers will be managed in coordination with physical capacity limits as outlined in BP 7110 Physical Classroom Capacity to ensure compliance with Fire Marshal regulations and building codes.

Impact on Instruction and Student Outcomes

● Teacher Workload: Class size limits will be established to reduce teacher workload and promote effective instruction.

● Student Engagement: Class sizes will be prioritized in courses requiring intensive instruction or student participation.

Admission Process

HCCS has introduced a comprehensive admission process to better prepare and place incoming students. For students not selected in the lottery. This process includes an application placing students in a pre-registration pool where there is no waitlist, or appended to the waitlist in order of application. Students are selected from the waitlist or pre-registration list as appropriate. Students move from pre-registration to orientation where registration, grade level placement,and enrollment are completed including an overview of student expectations and services, and covers any technology-related needs. This enhanced enrollment process ensures students are fully supported from registration to their first day, setting them up for success at HCCS.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ACADEMIC SCHOOL CALENDAR

July 2025

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

First/Last Day of School

Staff Development

Holiday/ No School

No School

Teacher PD

Goals of HCCS Program and Student Learning Outcomes

HCCS has three Schoolwide Learner Outcomes (SLO):

- Academic Growth: Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- Career Progress: Students make documented progress toward individualized education, workforce skill development, and career goals.
- Digital Communication: Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many of our learners enter HCCS with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community success. To make this real in classrooms, and to build a bridge to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to learners 22+ who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are centered around K-12 state standards shaped by the needs of our students and community, and grounded in a commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to learning so students can persist and complete. At HCCS, we believe in our students, we believe in our community partners, and we believe that it's never too late.

The Instructional Leadership Team: Stewards of HCCS's Academic Goals
The goals of the HCCS program are created and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team. The ILT is comprised of the CAO, the principals, teacher leaders, Curriculum Coordinator, Director of CASAS testing, and Director of Instruction & Professional Learning. The ILT meets every other week to ensure that HCCS is meeting its academic goals by analyzing student learning data and designing professional learning support that responds to these data as well as to teacher-reported needs. The ILT works to create coherence across our goals and accountability requirements to support teachers in understanding how these efforts overlap and form our core goals.

Common Core Standards
HCCS is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects
HCCS offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies and electives. The English Language Arts, Mathematics, Science, and History/Social Studies courses use the Savvas curriculum.

English Language Arts
The English Language Arts courses guide students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the Savvas curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes, developing skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic success and professional communication.

Mathematics
The Mathematics courses build foundational skills through a sequence aligned with California Common Core standards, beginning with Pre-Algebra and progressing to Algebra 1 and Geometry. Students develop proficiency with key concepts such as fractions, decimals, ratios, proportions, equations, and basic geometry. The Savvas curriculum places emphasis on applying mathematical reasoning to real-life contexts like financial calculations and problem-solving. The curriculum fosters critical thinking and the ability to represent mathematical situations numerically, graphically, verbally, and symbolically, preparing students for success in advanced math courses and everyday life.

History-Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking, connecting academic content with learners' personal and community experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning.

The Savvas curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The Savvas curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
The Electives program offers diverse opportunities for students to develop critical reading, communication, and public speaking skills. Courses like *Reading for Pleasure* foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series of courses supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses focus on building foundational language skills through systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum

HCCTS recently engaged in a curriculum adoption process to procure Savvas, a standards-aligned curriculum for HCCS courses. We followed an articulated adoption process and received guidance from our UMass Global credentialing partner who had extensive experience with curricular materials that best serve ELLs. Our process involved reviewing materials utilized by other surrounding school districts as well as following recommendations by EdReports in order to understand the best options for our context. We engaged in vendor demos, received teacher feedback around our top choices, and delivered our final proposal to the board of directors for approval.

The HCCTS board approved the adoption of the Savvas curriculum in August 2025. There were many elements that led to this choice including a single user-friendly platform for both teachers and students, and a high rating on EdReports. The curriculum is also used by Twin Rivers Unified School District, Elk Grove Unified School District, and Los Angeles Unified School District. In order to support teachers to gain familiarity and comfort with the new curriculum, the start of classes was extended until August 14th and teachers met in professional learning communities (PLCs) to build their knowledge of the standards-aligned curriculum. Our contract with Savvas includes access to both an online digital curriculum and to teacher edition textbooks and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish
A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English
An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum
In-house developed theme packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Understanding Learning: Using Student Assessments to Support HCCS Goals

We employ multiple forms of assessment to monitor student progress and inform instruction:

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys**: Self-perception data helps us to understand the student experience.
- **CASAS testing:** Comprehensive Adult Student Assessment System, a competency based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.

- **CAASPP**: California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments**
  Administered 3 times per program year
- **ELD Level Placement Test**
  Upon enrollment
- **ELD Level Exit Test**
  Administered to determine readiness to advance to the next ELD level

Professional Development Supporting HCCS Goals

High-quality professional learning at HCCS centers around training teachers to effectively use the Savvas curriculum as well as creating a learning system for the teachers to continuously engage in instructional improvement. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings. In addition to this inquiry-based approach to professional development, HCCS has an extended professional development contract with Savvas to ensure that teachers have a deep understanding of the Savvas instructional methods and curricular options for differentiation to support the multiple ELL levels.

HCCS leadership works in partnership with HCCS principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. There are several core beliefs about practitioner-based learning that informs the HCCS approach to professional learning:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are being met.
- Agency and relevancy are guiding drivers for adult learners; being able to articulate their own goals and see where they are on the path to achieving those goals is essential for adult learners.
- For instruction to be changed and improved, the learning experience of students must be public (not hidden away).
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition
Central to HCCS professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All HCCS educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices

Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking
We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making
As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

HCCS Professional Learning Structures
There are multiple existing structures that support professional development at HCC for teachers and leaders.

Friday Professional Development Sessions
Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Leading is complex and uncertain work, and HCCS supports its two principals in PLC sessions led by the Chief Academic Officer. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Per Week Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching

Teaching standards-aligned high school curriculum to newcomer adults with varying degrees of education in their home language and a wide range of English skills is challenging teaching. To support excellent instruction, HCCS is in the process of investing in on the ground coaching for our teachers. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction. At the time of the writing of the material revision, we plan to begin Phase 1 of the teacher coaching program by October 15th. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on the ground support of teachers ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement

Assessment is a core to instructional improvement at HCCS. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. HCCS is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The instructional leadership team (ILT) will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand barriers to student progress.

Informal Assessments and Improvement
Working in their PLCs, teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT uses classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience
The HCCS instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, we do value this source of data to understand HCCS's social and emotional conditions for learning.

Every year, HCCS conducts anonymous student climate surveys. These surveys are sent out to students in the following languages:

- English
- Arabic
- Spanish
- Persian
- Armenian
- Pashto
- Russian
- Turkish
- Ukrainian
- Vietnamese
- Chinese

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app.

Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

HCCS students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of HCCS students who agree or strongly agree with each statement for the year indicated for the last three years.

Survey Statement	2022 - 2023	2023 - 2024	2024 - 2025
Lessons help me in my daily life.	96%	88%	95%
Lessons are interesting.	95%	90%	95%
I know what I need to do to make progress in my classes.	96%	90%	94%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	95%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	95%	89%	94%
I have the technology I need to learn.	95%	91%	96%
The school, classrooms, and buildings are clean and in good condition.	96%	94%	93%
The school tells me important information regularly (holidays, school announcements, events).	94%	95%	97%
All students from different backgrounds and countries are treated kindly.	92%	96%	97%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	92%	97%	96%

My teacher really cares about me and respects me.	93%	98%	98%
My counselor really cares about me and respects me.	91%	92%	87%
The school helps me turn my college and career goals into a plan.	90%	84%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	85%	78%	85%
I want to learn more about mental health and how to deal with stress.	76%	57%	67%
I feel connected to the school, my classmates, and teacher.	85%	83%	90%
I feel safe at school (I trust our leaders to make our school safe).	87%	95%	94%
I know how to log in and check my student email.	72%	90%	93%
I know how to log in to my online learning tools	77%	84%	91%
Highlands helps me learn to use technology by giving mobile devices and digital literacy training.	64%	79%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week.	*ND	*ND	77%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Because many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, HCCS provides extra support to ensure students' academic success. Classroom teachers are available to meet with students before and after school during their office hours to support students who are struggling academically.

Paraeducators

English proficiency and learning needs vary widely for our incoming students. HCCS paraeducators provide crucial language scaffolding by providing individualized instructional support in students' native languages and creating more opportunities for meaningful English language practice, ensuring that our Level 0 students can fully benefit from our educational programs.

Additionally, paraeducators who share students' cultural backgrounds can create a more comfortable environment that reduces the anxiety often experienced by new students and immigrant populations. While teachers focus primarily on academic instruction, paraeducators provide crucial social-emotional support to help students navigate their educational environment successfully. Paraeducators also help students build digital literacy, fluency with the HCCS systems, and provide academic support.
HCCS hired 32 new paraeducators in 2024–2025 to expand instructional support across its sites. All but two of those paraeducators were released in June 2025 as part of the school's restructuring process, which prioritized staffing of credentialed instructors. HCCS plans to rehire three additional

paraeducators this school year as it builds its program capacity and will further increase paraeducator staffing as part of its sustainable five-year growth plan.

Literacy Support
During the 2025-2026 school year, HCCS will hire staff to provide literacy support for English language learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
HCCS will implement an in-person tutoring program to replace previous online tutoring opportunities. Based on feedback from students and staff, online tutoring no longer effectively serves the needs of our student population. Key challenges, detailed below, include a lack of digital literacy skills, low student engagement, and limited availability of support. The design of our in-person tutoring program will focus on effectively addressing these findings.

<u>Challenges for Students Accessing Online Tutoring</u>

- Cultural barriers – example: Afghan women
    - Our student population with the highest level of need for one-on-one tutoring
    - Working one-on-one with male tutors would violate cultural and religious norms
    - Afghan women typically have limited experience or skill with technology
    - Afghan women may have limited literacy skills and English language skills
    - Require in-person, one-on-one support by Dari or Pashto-speaking women tutors
- Technology barriers
    - Online login processes may limit access for students with low technical proficiency
    - Our student population may not have access to high-speed internet at home
    - Our student population may not have a device with internet access for use at home
    - Most online tutoring is chat-based, requiring literacy and typing skills
- Linguistic barriers
    - Top 5 languages:
        - Dari
        - Pashto
        - Ukrainian
        - Russian
        - Spanish
    - Online tutoring by English-speaking tutors cannot support students with limited English proficiency

<u>In-Person Tutoring Program Design</u>
HCCS is in the process of contracting with a tutoring business to offer students in-person tutoring that will:

- Account for cultural and technological barriers when assessing student needs
- Staff tutors who can serve specific cultural and linguistic populations of greatest need
- Implement and refine best practices for providing one-on-one academic support
- Develop robust translated learning materials for students in multiple formats

Student Success Team (SST)
At HCCS, the Student Success Team (SST) process is a collaborative, data-driven approach to identify and implement support strategies for students experiencing academic, behavioral, or attendance-related challenges. The goal is to equip educators with additional tools and resources to meet students' needs in the general education setting and, when necessary, connect students with services such as tutoring, counseling, or basic needs assistance. While SST may result in a referral to a 504 committee, its primary function is not to initiate such referrals.

SST Membership and Roles
SSTs are convened by the Director of Student Services or designee and include the student's counselor (as the facilitator), current teacher(s), the student, and guardians when applicable. Additional specialists such as social workers, speech therapists, healthcare providers, paraeducators, and language navigators may be invited based on student needs.

Referral Process
Students may be referred to the SST for persistent academic or behavioral concerns. Before referral, teachers must document the use of differentiated instructional strategies and collaboration with other staff. Referrals are submitted using a standardized form and must include relevant data such as attendance records, academic assessments, behavior logs, and prior interventions.

SST Meeting Process
Scheduling: SST meetings are scheduled promptly based on the urgency of the concern and include all relevant team members.

Data Collection
The team reviews comprehensive student data to inform the discussion.

Intervention Planning
A tailored plan is developed with specific goals, strategies, responsible staff, and a timeline for implementation.

Follow-Up
A follow-up meeting is held six weeks after the initial meeting to assess student progress and adjust the intervention plan as needed.

Documentation
All decisions, meeting minutes, and progress reports are documented and stored in the student's confidential file in accordance with FERPA and HCCTS policy.

SST Outcomes
The SST may recommend continued interventions within the general education setting, changes in instructional methods or placement, referrals to support services or external agencies, or, if appropriate, a referral to the 504 Committee. All recommendations are monitored and evaluated for effectiveness.

Confidentiality and Compliance
SST processes comply with all applicable privacy laws, including FERPA. All records and discussions remain confidential and are shared only with authorized personnel.

Socioeconomically Disadvantaged Students
At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies socioeconomically disadvantaged and low-income students consistent with state and federal definitions upon registration through our Household Income Data Collection form and PowerSchool SIS system. This subgroup makes up a large majority of our student population.

To best serve our socioeconomically disadvantaged and low-income students, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in academic enrichment activities that align with their level-pacing academic plans and learn cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how to use mental models. Additionally, to meet the economic needs of these students, HCCS holds workshops with partners on issues related to economic need and building financial independence.

Instructional Days and Minutes Calculations
HCCS maintains multiple bell schedules that consistently exceed the minimum instructional time required under Education Code Section 47612.5(a), which mandates 64,800 minutes annually. Both AM and PM bell schedules detail 5 consist of 5 instructional days, Monday through Friday with 5 periods each except on 17 modified Friday schedules designed to incorporate time for teacher professional development. The Academic Calendar (found on page 27) includes 197 instructional days, 180 regular and 17 modified Fridays, totaling 65,087 minutes for both AM and PM schedules.

Instructional Requirements Report
2025-2026

AM Bell Schedule				
Day Type	*Instructional Mintues per Day*	*Instructional Days*	*Total Minutes*	*Grand Total Minutes*
Regular Day	336	184	61,824	65,889
Teacher PD Day	271	15	4,065	

PM Bell Schedule				
Day Type	*Instructional Mintues per Day*	*Instructional Days*	*Total Minutes*	*Grand Total Minutes*
Regular Day	336	184	61,824	65,889
Teacher PD Day	271	15	4,065	

Instructional Requirements			
Requirement	*Requirement*	*Meets Requirement?*	*Notes*
Annual Instructional Minutes Required for Grades 9-12 (AM)	EDC 47612.5: 64,800	Yes	65,889 minutes
Annual Instructional Minutes Required for Grades 9-12 (PM)	EDC 47612.5: 64,800	Yes	65,889 minutes
Required Minimum Miutes per Day (AM)	EDC 46141: 240	Yes	271 minutes on Teacher PD Days, 336 on Regular Days
Required Minimum Miutes per Day (PM)	EDC 46141: 240	Yes	271 minutes on Teacher PD Days, 336 on Regular Days
Earliest Start Time for High Schools	EDC 46148: 8:30 AM	Yes	8:45 AM start
Minimum Number of Days per Track	EDC 47612(d)(3): 175 Days	Yes	One track with 199 days total
Attendance Charters Must Require of Students	EDC 47612.5(e)(1): 80%	Yes	In Board Policy
Required Percentage of School Days for Each Track Prior to April 15	EDC 47512(d)(5): 55%	Yes	Before 4/15, inclusive: 148 After 4/15, exclusive: 51 Percentage before 4/15: 74%

Month	Regular Days	Teacher PD Days	Total Days
July	0	0	0
August	11	1	12
September	19	2	21
October	21	2	23
November	12	2	14
December	14	1	15
January	17	2	19
February	16	2	18
March	18	1	19
April	17	1	18
May	19	1	20
June	20	0	20
Total	**184**	**15**	**199**

Count	Day Type
184	Regular Days
15	Teacher PD Days
10	Staff Development Days

Graduation Requirements
HCCS students are eligible to graduate when they have been awarded 180 high school credits: 110 Academic including a mandatory and 70 in elective or Career Technical Education (CTE) credits. As part of the 180 credits, transfer credits and employment credits count toward this total. As soon as the high school students complete 180 credits and those credits are verified, students are eligible to apply for their diplomas. After students receive their diplomas, they are asked to participate in a graduation ceremony.

Required Courses	
English	3 courses / 30 credits
Math	2 courses / 20 credits
World History	1 course / 10 credits
U.S. History	1 course/ 10 credits
Economics	1 course/ 5 credits
American Government	1 course/ 5 credits
Life Science	1 course/ 10 credits
Physical Science	1 course/ 10 credits
Career Technical Education, World Language, or Visual and Performing Arts	1 course/ 10 credits
Electives	70 credits

Credits for Prior Learning and Experience
HCCS has an established process for reviewing and awarding transfer credit to ensure students are placed on a clear path toward graduation.

The Transcript and Records Team evaluates all available records, including high school transcripts, college and international transcripts and degrees, and completion certificates. Credits are awarded using consistent, school-approved criteria.

For students who have completed high school equivalency exams, credit is awarded only upon submission of official GED or HiSET documentation.

After evaluation, each student receives a summary of awarded credits and remaining requirements, providing a clear plan to complete their diploma.

Counseling and Progress Monitoring
Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements left to graduate. Each student is provided with an academic progress report. In the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Grade Level Progression
Because all students are over 22 years, they cannot be assigned to grade levels based on age. HCCS uses credit attainment to determine grade level. This does mean that students may enter school at a variety of grade levels and many students may not fall neatly into a four-year graduation plan. Holistic support systems are designed to ensure that students who are not on track receive timely, individualized intervention. Counselors develop graduation plans and conduct regular check-ins to review academic progress, update students on credits earned, and identify the steps needed to advance toward the next grade level and ultimately graduation. Each student receives an academic progress report that guides these conversations and helps counselors connect students to college readiness opportunities, including the A-G approved courses adopted in the 2024–2025 school year. As students refine their academic and career goals, counselors also introduce relevant CTE programs and provide information about program expectations, requirements, and timelines to support informed, meaningful transitions through grade levels.

The proposed grade level progress as defined through credit accrual is as follows:

Grade	Credits
9	0-49
10	50-99
11	100-149
12	150-180

In a standard 4 year graduation plan, students are enrolled in five courses each semester. Successful completion of all courses each school year will yield credits that place students within the ranges shown above. This will ensure all students enrolled in five core and/or electives classes will complete the full 180 graduation credits.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101

to offer a one-semester course in ethnic studies and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2030-31 school year.

Attendance Policy
HCCS recognizes that attendance is a critical indicator of student progress and overall academic success. Despite the inherent challenges in ensuring consistent engagement among adult learners across all instructional periods, the school remains committed to full-day attendance expectations for all students.

HCCS attendance policies procedures and expectations are set forth in the HCCS Attendance Standard Operating Procedure (SOP), attached to the appendix of this document.

Teachers are expected to take paper-based attendance every period in accordance with HCCS policies and protocols. Paper attendance records are referenced by teachers as they input the attendance records into PowerSchool. PowerSchool attendance records must be updated by teachers at the end of instructional day every day.

In an effort to ensure attendance policies and protocols are followed by teachers, HCCS implements monitoring processes:

- Monthly random in-classroom visits by an administrator to verify adherence to the attendance taking process.
- Daily attendance checks by the Attendance Team to verify attendance data is input into PowerSchool daily by each teacher.
- Weekly attendance certification by teachers to verify the accuracy of attendance data that was entered into PowerSchool for the preceding week.

5113.1 BP Attendance Enforcement Policy supports the Attendance SOP by outlining the following key provisions:

- 80% Daily Attendance Rule: Students must be present for at least 80% of scheduled instructional hours weekly.
- 15-Minute Rule: Students who check in but leave within the first 15 minutes of class without prior approval will be marked absent. Repeated violations may result in intervention and disenrollment.
- Meaningful Engagement: Attendance is verified by meaningful engagement. Students who check in but fail to participate meaningfully will be marked absent.
- Forgery of Attendance Records: Any student found falsifying attendance records, including signing in for another student, will face disciplinary action, including possible suspension, expulsion, or disenrollment.

HCCS employs tiered intervention strategies to support students struggling with attendance before taking disciplinary action:

- Notifications: Calls, text messages, and emails will provide immediate alerts to students who have not met attendance requirements.

- Outreach & Support: Students flagged for low attendance will be contacted by school staff to assess barriers and develop a support plan.
- Attendance Contracts: Students with ongoing attendance issues may be placed on a probationary attendance contract outlining expectations and consequences.
- Disenrollment Procedures: Students failing to meet attendance requirements after documented interventions may be disenrolled as outlined in BP 5111.5 (Disenrollment).

The following policies are in place to support enforcement of attendance:.

- 5111.5 Disenrollment and Involuntary Removal (Revised and Approved 03/20/2025) - Outlines the involuntary disenrollment for students who accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them.
- 5120 BP Satisfactory Academic Progress (Approved 03/20/25) - Outlines students must maintain active attendance
- 5131 BP Student Conduct (Revised and Approved 03/20/2025) - Outlines the ramifications of students who forge attendance records
- 6164.5 BP Student Success Teams (Revised and Approved 04/25/2025) - Outlines interventions to support students reportedly struggling with attendance

HCCS has updated the bell schedule for the 2025-2026 school year, which now contains 5 periods rather than 3 periods for the AM schedule. It meets the minimum number of instructional minutes, and it has only one PM schedule for all sites, rather than three (as in the 2024-2025 school year).

Record Retention & Compliance

- BP 5120 (Satisfactory Academic Progress) now mandates that manual attendance records, including sign-in sheets, be retained for three years in both physical and digital formats to ensure compliance with California Code of Regulations, Title 5 and facilitate accurate auditing.
- The Director of Attendance is responsible for overseeing record retention and compliance audits to maintain regulatory standards.
- Random attendance audits will be conducted regularly to identify and prevent discrepancies.

We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available, either at HCCS, at one of our partner organizations, or at an external location.

Attendance Calendars

In the 2024-2025 school year HCCTS contracted with Charter Impact to assist with setting up 20-day Attendance Calendars in PowerSchool to ensure correct divisors in calculating ADA for P-2.

Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward.

An example of the 20 day calendar can be seen below for the 2025-2026 school year:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ATTENDANCE CALENDAR

SCHOOL MONTH	DATE RANGE	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	DAYS OF INSTRUCTION	TOTAL
1	8/4/2025 - 8/29/2025	AUG 4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	17	
2	9/1/2025 - 9/26/2025	SEP 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	19	
3	9/29/2025- 10/24/2025	29	30	OCT 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	20	
4	10/27/2025 - 11/21/2025	27	28	29	30	31	NOV 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	19	75
5	11/24/2025 - 1/19/2025	24	25	26	27	28	DEC 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	15	
6	1/5/2026 - 1/30/2026	JAN 5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	19	
7	2/2/2026 - 2/27/2026	FEB 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	18	
8	3/2/2026 - 3/27/2026	MAR 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	19	146
9	3/30/2026 - 4/24/2026	30	31	APR 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	13	
10	4/27/2024 - 5/22/2026	27	28	29	30	MAY 1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	20	
11	5/22/2026 - 6/19/2026	25	26	27	28	29	JUN 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	18	197
12	6/22/2026 - 6/30/2026	22	23	24	25	26	29	30														7	
																				FULL YEAR		204	74%

PD DAYS	
HOLIDAY	
THANKSGIVING BREAK	
SPRING BREAK	
WINTER BREAK	

FINAL COMPLETE P1 MONTH	
FINAL COMPLETE P2 MONTH	
FINAL COMPLETE PA MONTH	

Academic Progress

HCCS has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

<u>Career Technical Education (CTE)</u>

CTE programs provide students with hands-on job training while earning course credits and industry recognized certifications. Courses help students build skills for careers, develop student agency and confidence, and build social capital, all while pursuing career pathways that allow students to earn a liveable wage

HCCS recognizes the importance of robust Career Technical Education programs, especially for traditionally underserved students. Programs in the past were developed with student interests in mind and course expansion was historically based on student interests. Moving forward, HCCS will align workforce needs with student interests to identify the most viable CTE classes and pathways.

Currently, HCCTS offers one Personal Finance course as part of our CTE program. We are looking to add a licensed real estate class, relaunch the culinary, welding, health services, early childhood education, and digital literacy classes in the new calendar year. Further efforts to expand CTE offerings revolve around business, community organization and school partnership. The redesign effort is just beginning, and involves identifying the leading businesses and industries in the Greater Sacramento Metropolitan that have job opportunities at liveable wages and can support workforce development pathway programs for students with industry aligned certificates. Community-based organizations are serving as intermediaries to facilitate employer and school-based connections, and later to provide adult mentors and internship opportunities for students. The redesign emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work based learning. New courses will be carefully vetted and released in phases.

Highlands Community Charter School currently offers one Personal Finance through the CTE program in 2025-26. To grow capacity and pathway offerings, our CTE program is entering a redesign led by a cross functional team. We are centering student voices and using labor market data and teacher input to shape offerings that put learners first. The plan emphasizes clear pathways based on local and regional employer needs, flexible schedules, strong language supports, and meaningful work based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

HCCS will have seven CTE programs in the 2025-2026 school year:

- Culinary Arts
- Digital Literacy and Multimedia
- Early Childhood Education (ECE)
- Medical Services
- Microsoft Office Specialist (MOS) Certification
- Personal Finance
- Real Estate

Culinary Arts

Culinary Overview

Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications

- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements
- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non-slip shoes for lab days

Work-based Learning
- Guest chefs, site tours, catering practice for school events, community tastings
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview
Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications
- IC3 Digital Literacy certification, where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School-issued certificate of completion with project portfolio

Digital Literacy Progress
- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements
- Completion of project-based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based Learning
- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress
- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview
Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language supports are embedded for multilingual learners.

ECE Target Certifications
- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements
- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning
- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress
- Hiring teachers for this program
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview
Entry-level health care services skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS CPR and First Aid
- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based learning
- Real world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investment. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work based learning
- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress
- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026

Personal Finance Progress
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics

- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview
Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications
- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements
- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning
- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress
- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability and Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions
- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next level training

Workforce Services
The Center for Workforce Solutions is located at the main campus on Hillsdale Blvd. The Center accepts both walk-ins and appointments and connects students to a variety of services including:
- Job fairs
- Job search services
- Assistance with CalJOBS
- Application help

- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- Referrals to partners and other external agencies
- Center for Workforce Solutions

Workforce Innovation and Opportunity Act
In 2014, the Workforce Innovation and Opportunity Act (WIOA) became law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs.

Under Ed. Code 47605.1(f)(1) HCCS provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.), now known as WIOA. HCCS partners with The Sacramento Education and Training Agency, the local workforce development board for Sacramento County. All students may only be admitted under the terms of an exclusive partnership agreement, which limits students to those 22 years of age or older.

Under Education Code 47605.1(f), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

Technology
HCCS students have varying levels of knowledge and experience with technology. Some students are very familiar and comfortable using computers and computer programs. Some students have excellent typing, composition, and internet skills, while others struggle to turn on a computer.

HCCS prioritizes and supports the use of technology in our learning environments because increasing experience and proficiency with technology contributes to successful educational outcomes and better career opportunities for 21st-century learners. Because digital resources can provide valuable benefits to our students, we design our learning programs to help them build digital literacy for the modern age.

One goal at HCCS is to help students integrate technology into their lives via classroom lessons, relevant examples, classwork, projects, and opportunities to improve communication skills. Technology standards and objectives are integrated into the curriculum and clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize key tools such as email and document sharing. HCCS expects teachers to use and adapt technology as appropriate to accommodate students' varying skill levels and educational needs. In addition, the IT Department and Digital Navigators

work diligently to support teachers and students who need assistance expanding their digital skills.

In recent years, HCCS has overcome complex challenges to ensure that its students, teachers, and school sites have equitable access to technology. With support from our IT Department, all HCCS classrooms now have access to the items listed below.

Equipment Available in HCCS Classrooms

Standard Equipment (All Classrooms)

- Projector onto whiteboard
- Document Camera
- Speakers
- 30 Chromebooks
- 30 over-the-ear headphones w/mic
- 1 Charging cart

Available upon Request (All Classrooms)

- Additional Chromebooks and headphones
- Projector Screen
- Student Earbuds

We believe that digital literacy will become increasingly crucial for student success in the 21st century, with benefits for academic achievement, career opportunities, and social engagement. Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, HCCS seeks to ensure that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society.

Student Services

Highlands Community Charter School has a unique opportunity to work with adult learners who have faced many life challenges. As a result, our students require a wide range of academic, career, and personal support to achieve their goals. In the 2025-26 school year, we have the opportunity to sustainably grow our student services staff, which faced staffing cuts during restructuring in the first part of the year. At the time of this material revision, we plan to develop an Intervention Coordinator role to support partnerships with community agencies. These agencies provide essential support well beyond what HCCS can offer, such as dental and medical services, nutrition, child care, housing support, and other necessities that will support their academic success.

Orientation/Student Onboarding

HCCS holds an orientation at the beginning of each year to help students become familiar with the school's policies, procedures, and programs, supporting student agency in making informed decisions about their academic plan. In August 2025, the orientation was expanded to provide additional clarity regarding updated academic policies, attendance requirements, the new five-period bell schedule, and our new curriculum, Savvas.

Navigators
To ensure equitable access to our programs, HCCS has employed dedicated staff members to ensure every student understands all the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators provide multilingual communication, academic and career support, and access to community resources. HCCS Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, as part of organization restructuring, the Navigators were released from their positions. HCCTS plans to redesign and reinstate the Navigator program, with staffing and implementation to begin by January 2026.

English Learner (EL) Services and New Student Supports
HCCS provides comprehensive support for new students and English learners. HCCS student services staff provide comprehensive orientation services that help students navigate the HCCS system. The academic supports are listed in the educational philosophy section. HCCS also provides native language support and cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology set up support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community.

Student Advisory Council
In the 2025-2026 school year, HCCS will establish two Executive Student Advisory Councils – one for the AM student cohort and one for the PM student cohort. In Fall 2025, the Chief Academic Officer (CAO) will meet with students nominated for the Advisory Councils. The first student advisory council meeting is set for mid-November. The Councils will meet quarterly with the Executive Director to contribute student perspectives on HCCS initiatives, increasing student agency, belonging, and leadership. The quarterly meetings provide consistent opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships
Highlands Community Charter School serves a very high-needs student population and has developed multiple partnerships with external organizations to address those needs. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:
- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce

- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of HCCS services. This includes connecting students to dental services, food banks, clothing, etc.

Student Support and Counseling
We are proud to have highly trained, compassionate counselors who support every student. Our counselors can provide assistance and information on many issues, including:

- Family issues
- Personal issues
- Conflict management
- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS, our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Plan for Students Who Are Academically Low Achieving
HCCS serves a historically underserved, adult student population—more than 90% of whom are socially and economically disadvantaged and many of whom enter the school significantly below grade level in English language arts, mathematics, and workplace readiness skills. As an adult high school and workforce development program, HCCS has always existed to provide extensive academic, linguistic, and socio-emotional supports to ensure that all students, especially those who are academically low achieving, receive the individualized instruction and wraparound services required for success.

Identification of Low-Achieving Students

HCCS uses multiple, high-resolution measures to identify students who require additional academic support:

- **CASAS Assessments (Reading, Math, Listening):** Administered upon enrollment and at regular intervals to establish baseline performance, monitor progress, and identify instructional gaps.

- **ESL-Level Assessments:** Provide fine-grained, standards-aligned data to identify specific literacy and numeracy skill deficits.

- **Attendance and Engagement Data:** Chronic absenteeism or inconsistent classroom participation are early indicators of academic difficulty.

- **Educational partner outreach:** As their own primary stakeholders feedback is solicited directly from students on how to improve their school experiences.

Differentiated and Individualized Instruction
Differentiation is a key tool in addressing academic achievement. Teachers adjust pacing, scaffolding, and instructional materials based on CASAS scale scores, ESL level, and demonstrated classroom performance. Strategies include:

- Targeted mini-lessons and reteach cycles

- Sentence frames, vocabulary supports, and guided reading for literacy-based needs

- Practice with real-world math tasks for numeracy development

- Flexible grouping for collaborative learning

Integrated English Language Development
Because a majority of low-achieving students are also English learners, teachers embed language development into all content areas using:

- Explicit academic vocabulary instruction

- Structured writing practice

- Oral language routines

- Visual, digital, and manipulative-based supports

Social-Emotional and Wraparound Supports
Many low-achieving adult students face barriers unrelated to academics. HCCS provides:

- Assistance with housing, food access, mental health referrals, and childcare resources

- Workforce services to help students connect coursework to short- and long-term employment goals

- Attendance monitoring and proactive outreach to address barriers such as transportation or work schedules

Plan to support students who are academically high-achieving

CTE Opportunities and Workforce Advancement

HCCS places strong emphasis on connecting academically high-achieving students to early career training. Supports include:

- Priority referral to CTE programs (welding, medical assistant, CDL, business technology, early childhood education, and others)
- Integrated academic–CTE projects that apply math, reading, and writing to real workforce tasks
- Career coach and navigator assistance to help students transition into training aligned with their goals

Students demonstrating readiness may enter CTE programs earlier in their academic sequence while continuing to complete graduation credits.

College Dual Enrollment
HCCS plans to support high-achieving students by resuming dual enrollment partnerships with local community colleges. These offerings are a topic of high interest and serve as an effective bridge between the high-support environment at HCCS and the wider academic community.

Monitoring and Support
Teachers and instructional leadership regularly review CASAS results, course performance, and student progress to ensure high-achieving students are consistently challenged.

Services for Students with Disabilities

Overview

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older. Therefore, it is not required to join a SELPA pursuant to Education Code 47641(a), either on its own or with a grouping of charter school LEAs as a consortium. As such, HCCS does not receive state and federal revenues in accordance with SELPA's allocation plan.

HCCS will continue to make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates governing service to students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). Students will receive information about Section 504 protections when enrolled in the program.

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services only through age 22, but HCCS integrates IDEIA principles as part of its mission to provide K-12 educational opportunities to adult students in compliance with all applicable laws. For students who provide the school with a copy of a previously approved IEP, the Student Success Team ("SST") will review the IEP and work with the student to

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

identify reasonable accommodations that provide equal access to the student's educational program, including a 504 plan if appropriate. HCCS will incorporate the student's reasonable accommodation needs into the student's educational plan as part of their individual learning strategy based on identified needs in the previous IEP.

Disabled students without a previous IEP may request reasonable accommodation by contacting school staff. Accommodation requests will be referred to the SST, who will evaluate the request, review the student's documented needs, and work with students in an interactive process to determine what accommodation is necessary to support their academic success.

504 services can also begin with a Response to Intervention based on academic challenges identified by Student Success Team members. The team will work with the student to identify individual barriers to academic success and create an academic support plan. If the student does not make satisfactory progress and consents to evaluation, they may be referred for evaluation under Section 504 of the IDEA. Any decision to deny or grant a reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEA, ADA, and the California Education Code.

HCCS does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation solutions offered by the school or propose a different alternative as part of the interactive process.

Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to HCCS's educational programs, as required by 304 C.F.R. 104.44. HCCS may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

In the 2024–2025 school year, HCCS completed a comprehensive WASC Self-Study that involved 12 internal focus groups and resulted in the development of a six-year WASC Action Plan aligned with LCAP goals. Over 200 staff members and nearly 100 students participated in the self-study process through these focus groups. In October 2024, a six-person WASC Visiting Committee conducted a three-day site visit, holding eight additional focus groups with staff and students. The committee visited 14 sites in person and reviewed 18 more virtually through pre-recorded tours. Following this extensive review, the Visiting Committee evaluated HCCS across 14 accreditation status factors, rating 11 as Highly Effective or Effective, 3 as Somewhat Effective, and none as Ineffective.

In March of 2025 WASC informed HCCS it was postponing its accreditation decision pending the result of the California State Audit. HCCS remains in probationary status as of September 2025. To ensure compliance with all program requirements, HCCS has developed a three-year plan to maintain its

WASC accreditation, including measures to reduce student-teacher ratios, improve professional development, enhance data tracking, and increase EL support.

Recruiting Qualified Teachers

Highlands Community Charter School recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs. More efforts will be made going forward to aggressively recruit and retain exceptional educators with both adult and k-12 credentials, given the unique population of students we serve.

UMass Global

Highlands Community Charter and Technical Schools is partnering with UMass Global to help our intern teachers earn a California Preliminary Teaching Credential. UMass Global provides advising, admissions support, and the required coursework, while Highlands provides a paid classroom placement, a site mentor, and job-embedded coaching. We also recruit and train Mentor Teachers—experienced educators who meet weekly with interns to co-plan, observe, and give feedback. University supervisors and site mentors conduct joint observations, so candidates get clear, consistent guidance as they complete clinical hours and state assessments. Our shared professional learning centers on HCCS priorities like integrated ELD, literacy across the curriculum, and effective use of adopted materials. The partnership is formalized in an MOU and builds a steady, well-supported pipeline of prepared teachers for our classrooms.

Transferability of Courses

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

Information about WASC accreditation can be found at HCCS’ website. HCCS is currently WASC-accredited on a probationary basis. Further determination will be made by the WASC commission in 2026.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)
"The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." (Ed. Code § 47605(c)(5)(C).)

Measurable Goals of the Educational Program

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The current LCAP is on file with the District and is also available on our website at http://hccs.hccts.org. The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed in the Charter, shall not be considered a material revision to the Charter, and shall be maintained by HCCS at the school.

Measurement of Progress
HCCS intends to implement 11th grade and begin administering state assessments during the 2025–2026 school year. Prior to this year, HCCS did not serve 11th grade students and therefore did not participate in CAASPP testing. Given the limited time remaining in the current charter term, HCCS will begin administering CAASPP assessments and analyzing baseline data; however, the school will not yet have sufficient longitudinal information to establish multi-year academic goals tied to CAASPP performance. During this initial implementation year, the Academics Department and the Accountability & Assessment Department will jointly review CAASPP results and use these findings to develop goals, targets, and instructional priorities for the subsequent charter term.

In the absence of historical state testing data, HCCS will continue to utilize existing internal and external assessments as the most reliable indicators of student achievement. Specifically, HCCS will maintain its use of CASAS testing to supplement CAASPP results and provide higher-resolution, ongoing measures of student progress. CASAS provides more frequent testing cycles and is better aligned with the

developmental needs of adult learners, enabling staff to identify skill gains, instructional gaps, and needs for pacing adjustments throughout the year.
While Smarter Balanced assessments (SBAC) and other CAASPP assessments are the state's primary measures of academic performance, their design presents unique limitations for adult education settings. CAASPP is intended to measure longitudinal growth across consecutive years of enrollment in traditional K–12 settings. In contrast, adult learners often return to school after significant educational gaps, may enter at grade 12 without any prior CAASPP history, and frequently do not remain enrolled long enough to participate in the grade-specific testing intervals for which CAASPP was designed. Additionally, adult learners are in a different developmental context than school-age children, further complicating the interpretation of CAASPP results as growth measures.

Therefore, while HCCS will fully participate in CAASPP testing, these assessments require augmentation to yield actionable information for instructional planning in an adult-serving charter school. CASAS and EL Civics assessments will continue to serve as essential tools for monitoring progress throughout the year and evaluating student skill development that may not be captured through CAASPP alone.

Subgroups
HCCS was founded to serve historically disadvantaged populations and consistently enrolls a student body that is more than 90% socioeconomically disadvantaged. Consistent with the school's founding mission, HCCS provides comprehensive support services to all students, exceeding what is typically available in traditional high school or adult education settings. Because of this mission-driven model and the unique demographics of HCCS's student body, the school has historically focused its performance monitoring on overall student performance rather than on traditional K–12 subgroup designations.

Beginning with the first year of CAASPP participation, HCCS will analyze performance across all required state-defined subgroups as reported through CALPADS. In addition to these standard subgroups, HCCS will augment its analysis by examining linguistic and cultural subgroups that are particularly relevant in an adult education context. For example, the CALPADS category of "White" includes large populations of English learners from Russia, Ukraine, Afghanistan, and other regions whose educational needs differ significantly despite being grouped together in state-defined categories.

To ensure equitable support for all learners, HCCS will review state testing results, CASAS data, and EL Civics performance through multiple analytical lenses. This approach allows the school to identify meaningful subgroup differences, understand the diverse needs of its students, and develop targeted strategies that address both state-defined and locally relevant subgroups.

Cycles of Inquiry
HCCS implements a structured, data-driven cycle of inquiry to ensure that instruction remains responsive to student needs and that gaps in progress are identified and addressed in a timely manner. This continuous improvement process integrates teacher-level, site-level, and schoolwide data and is supported by professional development, leadership oversight, and ongoing monitoring.

Teacher-Level Cycles of Inquiry
The CASAS Coordinator leads regular professional development sessions designed to build teacher capacity in data analysis and instructional planning. During these sessions, teachers review their class-

level CASAS data, examine patterns in student skill gains, and identify students who may require additional instructional support or targeted interventions. The CASAS Coordinator guides teachers in interpreting score changes, drill-down indicators, modality-specific patterns, and student persistence factors. Together, teachers and the Coordinator establish clear instructional priorities for the next cycle—such as reinforcing specific competencies, adjusting pacing, differentiating reading or listening tasks, or implementing targeted small-group instruction. These priorities are revisited in subsequent cycles to evaluate progress and refine strategies.

Leadership-Level Cycles of Inquiry

At a higher level, HCCS utilizes CASAS analytics provided through Schoolytics to monitor schoolwide and site-based trends. These dashboards allow administrators—including the CASAS Coordinator, site leaders, and the Chief Academic Officer—to analyze longitudinal score patterns, level completion rates, and the distribution of learning gains across classrooms and school sites. This broader analysis helps identify exemplary instructional practices as well as classrooms or programs that may require additional coaching, professional development, or resource allocation.

Integration and Continuous Monitoring

Findings from both teacher-level and leadership-level analysis are integrated into HCCS's ongoing instructional planning process. Priorities identified in each cycle inform PD offerings, coaching sessions, curriculum adjustments, and the deployment of academic supports. Subsequent CASAS and EL Civics assessment results are reviewed during the next inquiry cycle to determine whether interventions were effective or require further refinement. This structured, iterative approach ensures that HCCS's instructional program remains responsive, equitable, and closely aligned to the needs of its adult learner population.

Alignment With State Priorities

Alignment with State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold an appropriate and valid California Teaching Credential. These teachers may be fully credentialled or hold intern or emergency credentials as is appropriate to the teaching assignment. All teachers will be denoted as Fully Credentialed or Intern by CDE.
Method	Monthly Credential Monitoring. Each month HCCS will document the credentialing status of all teachers in a report accessible to TRUSD and HCCS

	leadership. Including an analysis of all temporary assignments and internships.
Measurement	Percentage of Teachers noted as Ineffective or Out-of-Field by CDE as reported in the annual SARC.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	Review and approve all instructional materials each summer before the start of the school year to ensure alignment with Common Core, CASAS, and English Language Proficiency objectives. Conduct a midyear materials audit to evaluate sufficiency, replacement needs, and alignment with evolving instructional standards.
Measurement	Confirm 100 percent student access to standards aligned materials by the first week of each academic term, verified through distribution logs and classroom inventories. Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119. Report annually on instructional materials sufficiency in the School Accountability Report Card and maintain documentation verifying compliance with state requirements

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At HCCS 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	**Provide quarterly professional development on standards aligned instructional practices**, ensuring teachers can effectively use diverse curriculum materials to meet varied student needs. **Conduct three implementation checks per year** (fall, winter, spring) to monitor curriculum engagement and instructional fidelity through classroom observations and teacher reflection logs.

Measurement	By August 30th each year, verify that 100 percent of core academic classrooms are equipped with Common Core aligned curriculum, confirmed through an annual instructional materials review conducted by the Executive Director or designee. Confirmed in the annual SARC.
Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	Measure EL students' access to academic content each trimester using course completion data, EL Civics assessments, and progress toward mastery of integrated ELD and Common Core learning objectives. EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Administer level exit tests and track EL Civics performance annually to determine whether English Learners are gaining academic content knowledge in alignment with program expectations. Monitor English language proficiency growth each semester using CASAS reading scores, measurable skill gains, and redesignation indicators to ensure every EL student demonstrates measurable progress.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of redesignation from Intermediate ESL to Adult Basic Education, measurable skills gains, and CASAS reading gains.

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for

schools, and how the school will promote parent participation. However as all HCCS students are 22 years and over HCCS will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through hosting at least five educational partner events.
Method	**Collect and analyze student feedback after each event** using qualitative and quantitative methods, with findings compiled within 30 days and incorporated into annual planning and the LCAP.
Measurement	Student feedback will be recorded, collated, and analyzed by HCCS staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Survey students in 10 more languages to promote engagement with school culture and receive actionable quantitative feedback, with at least 50% student participation.
Method	Each year HCCS will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population. Results will be analyzed and presented to the HCCTS Board with recommendations for LCAP priorities based on the results.
Measurement	HCCS will track the number and percentage of students participating in the survey.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for HCCS students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to HCCS students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.

Measurement	All community partner events will be assessed for engagement and impact including number of students engaged and the results will be reported to the HCCTS Board with recommendations for incorporation into the LCAP. Publish an annual summary of educational partner engagement in the LCAP by June 30, including event counts, participation levels, survey data, and key themes that informed schoolwide decision making.

STATE PRIORITY 4: Student Achievement **Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners**	
Subpriority A: Academic Achievement Metrics	
Goal	The school will analyze available CAST and CAASPP results and identify any subgroups performing below average. Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as quantified below in HCCS Academic Achievement Metrics with the goal of an annual 2 point increase in reading and math indicators.
Method	The SBAC will be administered for all 11th Grade students and CAST for all 12th grade students. All HCCS students take regular CASAS tests every 6-8 weeks. All 12th grade students have regular meetings scheduled with counselors and are provided a personalized graduation plan to ensure they graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.
Subpriority B: Standardized Tests (SBAC)	
Goal	Ensure all students and teachers are adequately prepared to engage with SBAC. 100% of teachers will receive training on SBAC. 100% of students will be informed of the SBAC testing window.
Method	Implement two mandatory trainings on Smarter Balanced assessment for teachers and paraeducators before January 30. HCCS will begin implementation of Smarter Balanced (SBAC) for 11th grade

	in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to HCCS and TRUSD. The CAASPP coordinator will conduct a review of training, timeline and results to be presented to the HCCTS Board in September of each school year.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports. The progress of English Language learners will be analyzed and reported in the HCCS annual progress report provided to TRUSD each year.

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	HCCS will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at HCCS. Students not meeting requirements will receive academic support and intervention.
Measurement	Monthly, quarterly and annual attendance reports, Periodic attendance rates will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	HCCS will reduce chronic absenteeism by 5% yearly.
Method	HCCS will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.

Measurement	As reported in Dataquest.
Subpriority C: Graduation Rates	
Goal	HCCS will monitor graduation rates to evaluate the progress of subgroups. HCCS will develop a plan to address the progress of all subgroups performing below the school average.
Method	HCCS will analyze CAPLADS graduate data and identify subgroups performing below average. The Chief Academic Officer will create an equity plan to address discrepancies. All HCCS 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The results of the graduation analysis will be presented annually to the HCCTS Board in September of each school year. This analysis will include a plan and target for each underperforming subgroup.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	HCCS will maintain a suspension rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will track student suspension in PowerSchool and report it in CALPADS.
Subpriority B: Pupil Expulsion Rates	
Goal	HCCS will maintain an expulsion rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will report student expulsion rates using CALPADS.

Subpriority C: School Climate	
Goal	HCCS will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of HCCSScommunity partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors including year over year trends in responses and rate of survey completion.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	Conduct an annual audit of the full course catalog by July 31 to verify that all required subject areas—including English, social sciences, science, mathematics, visual and performing arts, applied arts, and CTE—are available to students. Review all student schedules each semester to confirm that 100 percent of students have access to the courses needed for graduation and to ensure equitable access for English Learners, unduplicated students, and students with exceptional needs.
Measurement	Evaluate and update course outlines and descriptions annually by September 30 to maintain alignment with Common Core State Standards, ELP objectives, and EL Civics content areas. Monitor enrollment patterns quarterly to ensure that designated English support classes are providing integrated access to core content areas for English Learners and that course availability aligns with student demand. Publish an annual Course Access Report each January summarizing course

	offerings, student enrollment trends, access to designated supports, and any adjustments made to maintain compliance and alignment with state priorities.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy as measured by state testing scores and CASAS test.
Method	HCCS will implement the SBAC annually with the first test to be conducted in Spring 2026. All English learners will receive English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing
Measurement	HCCS will analyze initial ELA results for the SBAC and produce an analysis and plan to be presented to the Board in September of the 2026-2027 school year. Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All English language learners will participate in Civics education.
Method	Students will take 3 yearly EL Civics Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Method for Measuring, Analyzing, and Reporting Pupil Progress Toward Outcomes

Assessment

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level exit test	Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
HCCS assesses all students as part of the admission process. Non-native English speakers receive an internally developed placement test to determine English proficiency. Additionally all students receive CASAS testing to establish a baseline for academic achievement.

State Testing
In compliance with Ed. Code HCCS will offer the California Assessment of Student Performance and Progress (CAASPP) and the Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. HCCS also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to HCCS, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Physical Fitness Test (PFT)
HCCS acknowledges the importance of testing; however, the PFT was intended for children in grades: 5, 7, and 9. It was developed by The Cooper Institute to measure the fitness of youth. All of the healthy performance zones were determined by age and gender, ages 5-17+ and were norm referenced for the outcomes of children. HCCS believes that the PFT would cause considerable stress to adult students and its imposition would likely reduce the chances that adult students remain motivated to complete their education.

Student Growth
HCCS uses the Comprehensive Adult Student Assessment System (CASAS), a competency based adult assessment program validated by the U.S. Department of Education for use in adult education. While HCCTS is a K-12 institution there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at Highlands. The test series used by HCCS are listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 6-8 weeks. Testing is conducted via an application installed on HCCS Chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre- and post-testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ESL Students			
CASAS Reading STEPS	5.1 points	6.3 points	5.2 points
CASAS Listening STEPS	4.0 points	4.1 points	5.8 points
Adult Basic Education Students			
CASAS Reading GOALS	5.4 points	6.4 points	4.9 points

2			
CASAS Math GOALS 2	3.4 points	2.8 points	6.0 points

The data reveals several encouraging trends across both programs. For English Language Learners, CASAS Listening scores have shown steady year-over-year improvement, culminating in a significant gain of 5.8 points in 2024–2025—the highest in three years—indicating that recent adjustments to listening instruction are proving effective. Although reading gains dipped slightly this year, they remain above the 2022–2023 baseline, suggesting partial retention of prior improvements.

At the high school level, CASAS Math scores rose dramatically in 2024–2025, jumping from 2.8 to 6.0 points, signaling substantial progress in math instruction. ABE students also demonstrated consistently strong gains in reading from 2022–2024, reflecting effective literacy practices despite a slight decrease in the most recent year.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	60.38%	67.27%	55.07%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	75.78%	78.10%	80.73$
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	70.87%	73.84%	78.76%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.21%	70.21%	71.31%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	59.62%	68.13%	68.44%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	51.67%	64.01%	62.63%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	88.89%	75.00%	72.50%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	52.50%	61.26%	70.85%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	56.85%	60.32%	60.33%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	63.28%	71.19%	75.50%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	50.91%	52.74%	59.92%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	8.51%	0.00%	20.34%
	CA State target	36.50%	43.50%	TBD

Highlands Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
HCCS	42.3%	49.6%	57.8%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement. .

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
56.61%	64.68%	75%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 56.61% of students received both tests. This increased to 64.68% in 2023–2024 and rose again to 75% in 2024–2025. This steady improvement demonstrates HCCS's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing HCCS to better capture and respond to their academic development.

Teachers, counselors, and proctors at HCCS work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, HCCS is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, HCCS is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)
Integrated English Language and Civics (ELCivics) programs are designed to offer English language learners access to English language literacy instruction while learning crucial concepts for participation in the workforce and civic life in the United States. EL Civics assessments are developed according to assessment plans (COAAPs) supplied by CASAS and reported to the state via TOPSPro Enterprise, a state developed software tool.

For the past five years EL Civics assessments have been conducted through Google Forms. EL Civics data was collated and reported through automated Google API scripts. While initially cost effective the maintenance of an increasingly large dataset became impractical. In 2025 EL Civics implemented a pilot with Edcite to streamline the reporting process, improve the quality of the assessment, and to offer more accurate and detailed data tracking.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2022-2023	Employment	33.7	1407	951
2022-2023	Pharmacy	28.1	1695	1107
2022-2023	Education	13.5	1906	1503
	Totals			3561
2023-2024	Employment	33.9	2322	1830
2023-2024	Personal Finance	1.8	2351	1864
2023-2024	DMV	12.7	2522	2049
	Total			5743
2024-2025	Employment	33.8	5279	3270
2024-2025	Health and Nutrition	46.7	4573	3329

2024-2025	Education	13.6	2804	2216

High School Graduation
Graduation is the best way to identify course completion for high school students. At HCCS, graduation day is like a holiday worthy of celebration. It is the culmination of years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma and exit as a graduate. Since this happens on a very regular basis, HCCS provides more than one opportunity a year for students to celebrate and "walk the stage." HCCS holds graduation ceremonies every summer and winter. Each year, the venue has changed in response to graduation growth.

HCCS Graduation Rate
Historically, HCCS has used two graduation rates to track graduation: a one-year graduation rate utilized by DASS schools and the traditional 4-to-5-year cohort rate. The default method of measurement for graduation rate is the 4-to-5-year cohort rate. This measures the percentage of students who graduate in exactly 4 or 5 years after first entering the 9th grade.

HCCS faces a unique situation regarding its 4- and 5-year cohort graduation rate. Before 2021, English language learner students were designated primary students and enrolled in grades 1 and 2. In 2020-2021, all HCCS students were redesignated as high school students to better recognize their adult status. This resulted in a massive increase in 4-year cohort size. However, over 80% of these students still lacked basic secondary education skills, leading a very large number of students to spend extra time in the 9th grade as they develop their English language and academic skills.

Other students have entered HCCS with better English proficiency and more academic achievement in their countries of origin, leading them to graduate much faster. Students in the 2025 Winter graduation were enrolled for 2.5 years on average.

Students who graduate in 1-3 years are not reported as graduates for the graduation rate as presented on the California Dashboard until 4 years after their first entry in a high school. For example, if a student enrolls in the 2022-2023 school year and graduates in the 2024-2025 school year, they will not be counted in the published 4-to-5-year graduation rate until 2026-2027. Students who graduate in more than 5 years will never appear in the published 4-to-5-year graduation rate. So, an adult student who may have dropped out at 18 and finished their diploma at the age of 23 will not be represented in this graduation rate even if it only took them an additional year of school to complete their education.

For a school explicitly intended to serve alternative students who enter with an extremely wide range of educational backgrounds and levels of credit attainment, the cohort graduation rate is at very best a lagging indicator. In practice, it obscures rather than reveals the achievements made by students and the outcomes of the program. Furthermore, the proposed reduction in enrollment over the next five years will ensure that the cohort graduation rate will be at best highly unpredictable.

The chart below demonstrates the scale of the issue. While HCCS will continue to track and report the 4-year cohort rate, it will also track and report the 1-year DASS graduation rate to provide a more comprehensive picture of the outcomes of its academic programs.

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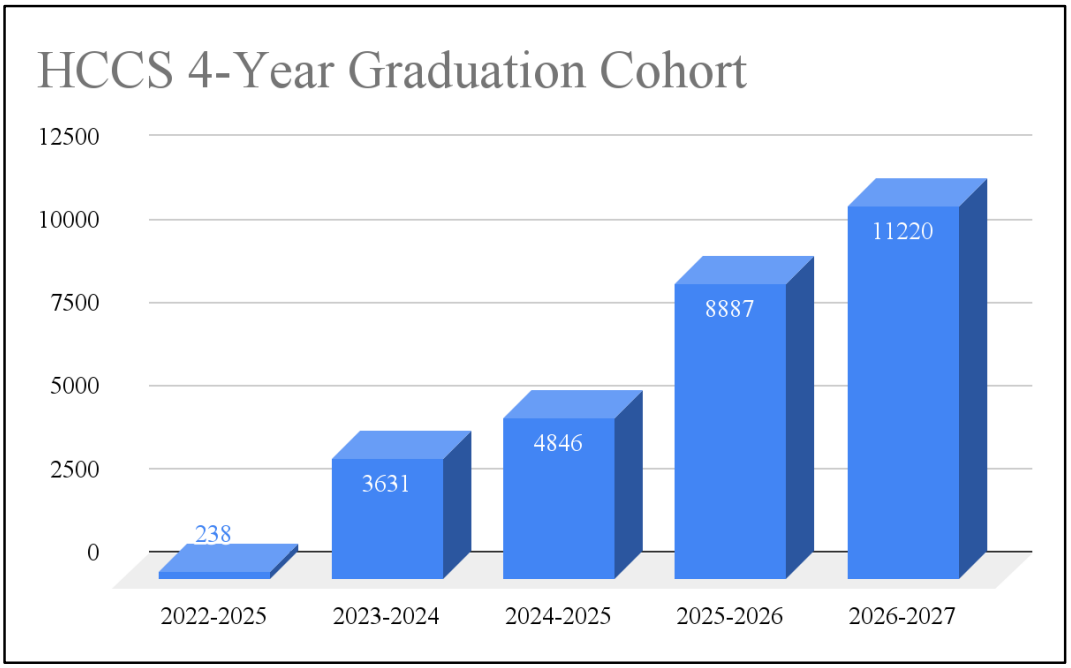

While the raw number of HCCS graduates has grown dramatically, only 176 of HCCS' over 800 graduates reported in CALPADS for the 2024-2025 school year will be accounted for in the published 4-year cohort rate.

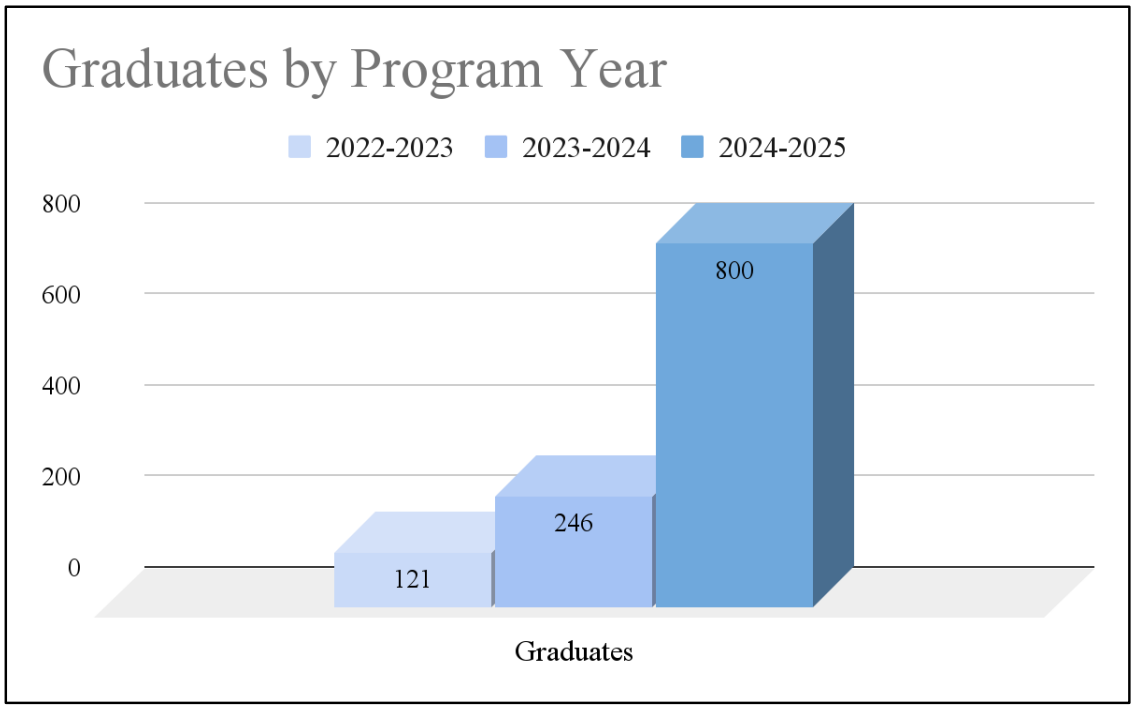

HCCS 1-Year Graduation Rate

HCCS students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition of this status, HCCS continues to track and report the 1-year graduation rate. The 1-year graduation rate is calculated as follows

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year (all students without 90 days cumulative enrollment)}}$$

2022-2023	2023-2024	2024-2025
22.8%	32.1%	55.5%

ESL Level Progress

English Language learners progress through courses designed to advance their English Language skills while giving them the opportunity to engage with increasingly in-depth standards aligned content. Level

3 (Intermediate) is a particularly significant milestone. Completion of this level indicates that the student is able to participate in High School with significantly reduced designated support.

Alternative School Status

HCCS is accountable to the California Department of Education to ensure that HCCS students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and, in many ways, fail to understand the needs of alternative students. As a result, the California Department of Education recognized alternative accountability measures for alternative schools.

In March 2015, HCCS adopted the Alternative Schools Accountability Model (ASAM), and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, HCCS has been accountable to the California Department of Education and adhered to the indicators set forth by DASS. In November 2024, HCCS agreed on a formal set of DASS metrics with Twin Rivers. In December 2024, however, HCCS was informed by the CDE that it would lose its DASS status. Despite this, HCCS will continue to track the agreed-upon metrics as Academic Achievement Metrics.

HCCS Academic Achievement Metrics
Academic Achievement
CASAS ESL
1. The percentage of HCCS English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
CASAS ABE
1. The percentage of HCCS high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
CASAS ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The percentage of HCCS English Language Learners in International High School Level 3

Academic Improvement
students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
CASAS ABE
1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels
1. The percentage of HCCS students with a CASAS pre- and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
CASAS ABE
1. The percentage of 12th-grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments
At HCCS, teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations

- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

Grading and Progress Reporting Systems
HCCS uses the grading system A, B, C, D, and NG. For GPA points, an A has a value of four points, a B has a value of three, a C has two, a D has one, and an NG has zero. Although teachers may add a plus or minus to a grade, they do not affect the students' GPA. Students must receive a letter grade of D or better to pass a class or earn credits. If a student receives a grade lower than a D, they must engage in additional work until they demonstrate sufficient effort and mastery to receive a D. Students receive grades after they finish a course, partial course completion, or at the end of a term, whichever comes first.

Evaluation Methods
At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios.

High school course completion is tied to end of unit and end of course assessments. Students must receive a minimum of 80% on all assessments to receive credit.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
HCCS uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's strengths and areas for growth, enabling timely and targeted academic support when needed.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at HCCS analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data inform decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention support. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

Retention
HCCS addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported through cooperation between academic staff, counselors, and classified staff. HCCS will ensure specific roles relating to retention and engagement are added to the organization as appropriate to enrollment and student needs.

Program Audit and TRUSD Oversight
HCCS will compile and provide an annual performance report to TRUSD. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by the HCCTS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on waitlists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Element D Governance

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." (Ed. Code § 47605(c)(5)(D).)

Governance Overview

Highlands Community Charter School (HCCS) operates as a directly funded independent charter school under HCCTS, a California nonprofit public benefit-corporation, in compliance with applicable California law. HCCS commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board.") The Board provides ongoing oversight of the Charter School's academic performance, financial health, and legal compliance. This oversight includes reviewing regular reports from the Executive Director and leadership team, approving budgets and audits, evaluating progress toward organizational goals, and ensuring that the school remains faithful to the terms of its charter. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, including the Executive Director. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

Board Composition and Membership

Board of Directors
Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California, and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter School's Board of Directors in July 2015.

Matt Levesque



Matt Levesque is a longtime educator who taught English and Career & Technical Education before serving as a Vice Principal and Principal at multiple school sites. His career has been defined by a commitment to supporting underserved and at-promise students, beginning with his work at a Continuation High School, where he later became Principal.

Matt helped expand student success pathways and played a key role in developing the Industrial Technology program at Highlands. He retired in 2024 and joined the Board in 2025 to support Highlands' mission to "Build Back Better."

Symia Stigler



Symia Stigler is a national leader in K–12 program design, attendance improvement, and workforce pathways. She previously served as Executive Director of the Attendance Institute and Deputy Director of Sacramento READS, where she led regional literacy, attendance, and youth development efforts.

Her expertise spans K–12 and postsecondary education, workforce development, multi-sector partnerships, and community-driven program design focused on improving outcomes for young people.

Pamela A. Pascual



Pamela Pascual brings extensive executive experience in organizational design, trauma-informed practice, governance, and community engagement. As CEO of Let's Talk About It Corp. (LTAIC), she has championed learner-centered reforms grounded in transparency, collaborative leadership, and strong support systems for adult learners and their families.

Her work reflects a long-standing commitment to elevating community voices and strengthening equitable, learner-focused education systems.

Board Member Selection Process
The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with HCCS's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code Section 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

HCCS will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes HCCS from approving the same pursuant to Government Code Section 1090, the Political Reform Act, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except that it can advance money for work-related expenses that will be reimbursed. Lastly, HCCS

promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings, and the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

Board Members shall complete annual Brown Act, conflict of interest, sexual harassment, mandated reporter training, and other mandatory training requirements.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.

Board members participate in retreats and trainings to support ongoing development and stay informed about key school initiatives. These sessions include updates on the State Audit, legal and financial compliance, and accountability and data monitoring. In the 2024 calendar year, the following board trainings and retreats were held:

- **March 15th, 2024-** Form 700 Training Provided by Young, Minney & Corr
- **August 24th, 2024-** Board Retreat- Strategic Planning, Gamification & The Brain, Future Data Analysis, Board Training Planning, Twin Rivers Oversight Reports
- **September 4th, 2024-** Board Training on Governance and Financial Oversight
- **October 31, 2024-** Collaborative Circles Board Training Session #1

Governance Structure

Highlands Community Charter School (HCCS) affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of HCCS, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the Charter School's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

HCCS has adopted a conflict of interest cod that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board, as further outlined in the Bylaws, include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.
- Attend ethics training (AB 2158).

The current County Conflict of Interest Code can be found in the appendix of this document.

Governance Procedures and Operations

<u>Meeting Requirements and Procedures</u>

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda includes time for community input regarding Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website at least 72 hours prior to any regularly scheduled meeting and at least 24 hours in advance of special meetings. Emergency meetings may be held without standard notice when immediate action is required. Meetings are held at the principal office of HCCS or other publicly accessible, non-discriminatory locations within California designated by Board resolution or meeting notice. Teleconferencing is permitted if the public can attend from all listed locations, and votes are conducted by roll call. Under AB 2449 (effective through January 1, 2026), Board members may also participate remotely under certain conditions without disclosing their location, provided public access is preserved. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available upon request. The Board meets regularly—typically monthly during the school year—and meetings are calendared annually, with rescheduling allowed for holidays.

Decision-Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision-making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC"), which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of Directors currently in office constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- Approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- Approval of certain transactions between corporations having common directorships,
- Creation of and appointments to committees of the board, and
- Indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals. To deepen partner input into governance, the Board of Directors may form standing or ad hoc committees, in accordance with bylaws and applicable law.

Committees may be formed to incorporate stakeholder feedback into educational policies and plans, establish workgroups to focus on tasks and objectives requiring sustained input and investigation, and liaise between the Board and community members and other partners.

Committees may include representatives from staff, students, or community partners where appropriate, ensuring the school's governance remains inclusive and mission-aligned.

Educational Partner Involvement

Educational Partner Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, HCCS makes every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback.

As part of its continuous improvement efforts, Highlands Community Charter School (HCCS) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 HCCS staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey, which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

HCCS' student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year.

In February 2024, HCCS held the Reading with Relevance event to gather information on the curriculum and its impact. Highlands engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, Highlands focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, Highlands concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. HCCS held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, Highlands hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, HCCS sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. HCCS has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, Highlands facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. HCCS engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, Highlands hosted educational partner events titled Your Voice Matters at 11 locations, compared to one location in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, HCCS gathered educational partner feedback from a total of 830, including 26 responses from students who enrolled in the Equity Initiatives program at the “Your Voice Matters” events, compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, HCCS engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, growth opportunities, and possible solutions. The responses were recorded in Google Forms. HCCS analyzed the data to identify growth areas and build the LCAP goals and actions. HCCS found a high level of consistency in climate surveys and educational partner responses. After careful review, HCCS used this feedback to determine where to increase and decrease spending.

HCCS encourages students and staff to attend, speak, and present at Board meetings; HCCS requests that students and staff complete various surveys. HCCS proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs, and HCCS is proudly responsive to the feedback it receives.

HCCS encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

Additionally, HCCS uses the school website to keep the students informed of all upcoming activities, important calendar items, and Board meeting minutes. HCCS promotes student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to the website via an Instafeed of social media content.

Element E Employee Qualifications

"The qualifications to be met by individuals to be employed by the charter school." (Ed. Code § 47605(c)(5)(E).)

Qualified Employment

HCCS shall recruit professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional support roles who align with the school's instructional philosophy, mission, and vision. In accordance with Education Code 47605(e)(1), HCCS shall remain nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic included in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or based on association with an individual who has any of the aforementioned characteristics.

All employees must possess the personal qualities, knowledge, and relevant experience outlined in the responsibilities and qualifications section of the posted job description, as determined by HCCS staff in coordination with Human Resources. HCCS staff and Human Resources personnel shall recommend applicants suitable for employment. Following the interview process, final approval shall rest with the Executive Director.

Executive Leadership 2025-2026

Executive Director, Jonathan Raymond
Chief Business Official, Matthew Lemos
Deputy Director/Chief Operating Officer, Teresa Cummings, Ph.D.
Deputy Director/Chief Academic Officer, Eric Chapman

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Administrative Services Credentials

HCCS supports and encourages leadership to obtain administrative services credentials through the CTC. HCCS currently partners with two programs to do this: the Sacramento County Office of Education and the San Diego County Office of Education. As of June 2025, 14 employees at HCCTS have participated in a preliminary and or clear administrative services credential program or have been accepted and will begin in the next cohort.

HCCTS administrators or employees who have completed or are currently enrolled in preliminary or clear administrative credential programs:

1. Eric Chapman, Deputy DirectorChief Academic Officer
2. Teresa Cummings, Ph.D. Deputy Director/Chief Operating Officer
3. Bindy Grewal, Ed.D., Director of Human Resources

4. Mayra Valdivia, Interim Director of Student Services~~Intervention Coordinator~~
~~5.~~ Andrew Michaud, Director of Instruction and Professional Learning
~~6.~~5. ~~Isa Cacho, Director of Student Services~~
~~7.~~6. Melissa Roberson, Director of Accountability and Assessment
~~8.~~7. Carol Zheng, Curriculum Coordinator
~~9.~~8. Niccole Scrogins, Interim Director of Performance Management and Continuous Improvement
~~10.~~9.
~~11.~~10. Khrystsina Talstyka, HCCS Principal

The following employees have been accepted to a preliminary administrative services credential through the Sacramento County Office of Education and will begin in the next cohort:

1. Catherine Thirkill, CASAS Coordinator
2. Vicki Neal, HCCS Principal

HCCS has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024-2025 school year, the Board Policy: 4115 Personnel Evaluation and Supervision outlined the maintenance of a comprehensive personnel evaluation policy to support continuous improvement, accountability, and alignment with the school's mission. This policy applies to all certificated and classified staff and outlines clear expectations for professional conduct, job performance, stakeholder engagement, and compliance. Evaluations are conducted annually and may include observations, self-assessments, performance appraisals, and goal-setting reviews, depending on the employee's role. Supervisors are responsible for providing timely feedback, maintaining documentation, and supporting employee growth. All evaluation records are kept confidential and stored in personnel files in accordance with privacy laws. For more information regarding Board Policy: 4115 Personnel Evaluation and Supervision, see the appendix.

Frontline is an integrated system used for payroll, employee evaluation, and professional learning management. As part of its evaluation functionality, the platform securely stores all employee evaluations and monitors performance trends over time. It facilitates a standardized evaluation process across the organization and provides automated reminders to supervisors regarding upcoming deadlines. All employees are required to review and electronically acknowledge their evaluations within the system.

Teacher Credentialing

HCCTS agrees that all teachers should hold a valid teaching credential for their certificated assignment in conformance with Education Code Section 47605(l)(1) and that classroom paraeducators should not be permitted to teach as the teacher of record or without the immediate supervision of an appropriately credentialed teacher without valid teaching credentials for their assignment. In prior years, teachers at HCCS held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

HCCS has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.
Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Instructional Paraeducators
Instructional paraeducators at Highlands Community Charter School (HCCS) play a vital role in supporting certificated teachers by providing instructional assistance and academic support in students' primary languages. To ensure all paraeducators meet minimum qualifications, HCCS requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, HCCS verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at HCCS go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. HCCS uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, HR is able to filter applications based on minimum qualifications. Only employees who meet these requirements are eligible for interviews. HCCS BP 4111 outlines the hiring process for external candidates. As part of the pre-employment job application, candidates are asked about their relationships to other employees in order to ensure that no relatives are involved in the hiring decisions and that family members do not report to each other.

HCCTS Hiring and Anti-Nepotism Policy
HCCTS has adopted Board Policy 4212.8, prohibiting relatives from participating in hiring or evaluation processes involving family members to address concerns about nepotism and favoritism. Interviewers must complete disclosure forms, and job postings, evaluations, and offers are now tracked and reviewed centrally by the HR department to ensure consistency and equity.

Organizational Chart & Job Descriptions
HCCTS regularly updates the organizational chart for accuracy based on the roles and structures needed within the organization. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process
The hiring process at Highlands Community Charter School (HCCS) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact, and is reviewed weekly by the Executive Cabinet. Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and communicates the posting status to the hiring manager. This step ensures that each job opening is intentional, well-defined, and appropriately authorized.

Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

Employee Positions and Qualifications

Employee Positions
See Appendix for the 2025 Organizational Chart.

Professional Development
In the 2024–2025 school year, HCCS adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with HCCS's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

HCCS offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. HCCS evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, HCCS offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. HCCS provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

Highlands Community Charter School (HCCS) recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While HCCS offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of HCCS. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following
That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

That the school safety plan be reviewed and updated by March 1 of every year by the charter school." (Ed. Code § 47605(c)(5)(F).

Health and Safety Policies and Procedures

Custodian of Records

HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

Promoting Student Health and Wellness

HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

Emergency Operations Guide

The Emergency Operations Guide for Highlands Community Charter School (HCCS) is a comprehensive manual that outlines the protocols, procedures, and responsibilities necessary to ensure the safety and well-being of students, staff, and visitors in the event of an emergency. Designed to comply with California law, the guide establishes HCCS staff as disaster service workers and provides step-by-step instructions for responding to a wide range of emergencies—including natural disasters, active shooter situations, hazardous material releases, and more. It includes critical contact information, evacuation procedures, communication tools, and detailed roles within the Incident Command System, ensuring a coordinated and effective response to any crisis. All staff are required to review the guide annually and be prepared to carry out assigned emergency duties. For more information about the emergency operation guide, please refer to the appendix.

Board Policies

- 5125 BP Student Records
- 5131 BP Student Conduct

- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

Social and Emotional Support and Guidance
Teachers, counselors, and all staff members who engage with students are expected to listen actively, provide support, demonstrate empathy, and guide students in developing healthy social and emotional skills. Maintaining an open-minded, trustworthy, and respectful approach is essential to fostering student well-being. HCCS is also committed to identifying students in need of mental health support and actively collaborates with community mental health organizations to connect students with appropriate resources and services.

Staff Safety Training and Protocols
HCCS staff are trained annually in active shooter response protocols, aligned with the procedures outlined in the School Safety Guide and emergency response reports. These trainings are complemented by regular campus-wide drills and communication system tests to ensure preparedness and coordination across all school sites. In addition to emergency preparedness, all staff participate in annual CPR and first aid certification, as well as any additional health and safety training required by state or federal guidelines. Staff contracts reflect agreement to comply with these safety procedures.

Student Drills and Emergency Procedures
To promote student safety and readiness, HCCS conducts fire drills and evacuation drills regularly throughout the academic year at all school sites. These drills are documented and reviewed to ensure efficiency and compliance with fire code and safety regulations.

Academic, College, and Career Counseling
Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). Counselors offer college and career counseling through individual and group sessions.

Background Checks
HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to

employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting
In accordance with EC § 44691 all HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees and other persons working on behalf of HCCS who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination
HCCS shall adhere to existing state laws regarding tuberculosis screening of employees. HCCS requires a tuberculosis risk assessment and, if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations
HCCS shall adhere to all applicable laws and existing Board policy related to legally required immunizations and health-related issues for both employees and entering students at HCCS.

CPR/First Aid Training
All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School
The Charter School shall adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes
The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking
The Charter School will provide accessible information on human trafficking prevention resources for our adult learners, as well as parents and guardians of students in grades 6-12, in accordance with EC 49381.

Menstrual Products
The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms
As required by EDC § 35292.5, on or before July 1, 2026, HCCS will provide and maintain at least one all-gender restroom available at all sites.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grade 12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

Mental Health Education
If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, et seq.

Mental Health Information
The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- A discrimination and harassment policy consistent with Education Code Section 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning
- The rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents
- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds

- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose
- Procedures to notify students, parents and guardians of pupils, teachers, administrators and school personnel when the school confirms the presence of immigration enforcement on the schoolsite.

The CSSP is a detailed, annually updated strategy for preparing for, responding to, and recovering from various emergencies and ensuring a safe learning environment for students and staff. This plan assesses campus risks, addresses potential safety concerns and threats, and outlines procedures for safety-related incidents

More information about the Comprehensive School Safety Plan can be found in the appendix.

Emergency Preparedness
Highlands Community Charter Schools shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. The handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Site Administrator and, if there is merit to the concern, the Site Administrator shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens
Highlands Community Charter School adheres to state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious disease control plan designed to protect employees and students from possible infection due to contact with blood-borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment
HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure
HCCS utilizes an anonymous complaint process through a third-party vendor called Navex.

Navex

In the 2024-2025 school year, HCCTS partnered with Navex One to improve the process for receiving anonymous complaints and concerns from employees.

Navex is a vendor that allows employees to submit anonymous or non-anonymous complaints to employers. The school's goal for the use of Navex is to ensure clear communication regarding unethical or illegal activities within the organization while remaining anonymous and confidential. Employees can access Navex in three ways:

- By calling a phone line that is connected to HCCTS
- By accessing a website using a computer and a URL
- By scanning a QR code with a cell phone camera

Each Navex case is documented and then shared with the HCCTS Human Resources Department, where each case is investigated. Once enough information has been collected, the case is finalized, and actions are taken. This system has improved communication between employees and HR and has allowed improved transparency in reporting.

Discrimination and Harassment Policies and Procedures
HCCS is committed to providing a charter school free of discrimination, harassment, and retaliation. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of HCCS's sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools," an online program.

HCCS is also committed to providing a workplace free of discrimination, harassment, and retaliation based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or based on a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation.

HCCS uses policies adopted by the Board regarding discrimination and harassment (including employee-to-employee, employee-to-student, student-to-employee, and student-to-student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously

display the poster in each bathroom and locker at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. HCCS adheres to laws specific to charter schools on the local and state levels regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice
The Charter School shall comply with requirements of Ed. Code § 49392 to annually provide information about the safe storage of fire arms. Annually at the beginning of the first semester, the Charter School shall distribute a notice to each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete with an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of EC § 39837, if applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Title IX
HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location on its website the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specified in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Achieving and Maintaining Student Population Balance Plan & Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves. HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220. (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and recruitment strategy to ensure that all students are informed of the educational opportunities available. These efforts will be ongoing throughout the year and will be designed to reach a broad and diverse audience. In alignment with HCCS's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods will be employed to promote equitable access and inclusive outreach.

The primary method utilized to recruit students with various backgrounds is collaboration with our community partners. Each partner serves a unique population that would benefit by having access to a high school educational pathway for its adults. Collaboratively with our partners, we communicate with their communities about the Charter School, the services offered, and how they would benefit by enrolling and earning their high school diploma.

Another method we utilize is by utilizing the United States Postal Service's (USPS) Every Door Direct Mail (EDDM) service. Organizations that utilize this service are able to send via USPS mass mailers to all homes within a postal route in a chosen zip code. Prior to selecting zip codes and postal routes, Charter School administrative staff review the demographic data within EDDM's search tool. The tool provides all of the following data on the postal route: number of residences, number of businesses, percentage of the population that is aged 25-34, average household size, and average household income. Charter School administrative staff can also review data from the United States Census Bureau (USCB), which provides zip-code-level data on estimated population by age, race, ethnicity, school enrollment, languages spoken at home, employment status, employment industries, and poverty status. Data from EDDM and USCB can be used to select target zip codes for the EDDM service. Post cards and/or fliers describing Charter School requirements and services are sent to select zip codes.

Each year, HCCS analyzes enrollment trends in order to optimize efforts to recruit and retain students. An informal designated committee, composed of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem-solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of the valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS may allocate funds for advertising, particularly as a strategy to increase student enrollment. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Advertising campaigns must be pre-approved and fit within an annually reviewed budget that may not exceed 1% of the overall school budget without Board approval. Approval levels for advertising expenditures are tiered by amount, with campaigns over $100,000 requiring direct Board authorization.

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive Director and an annual summary to the Board. For more information about the Board Policy 1325, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code Section 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Assurances

Highlands Community Charter School shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code §47605(e)(2)(B)(iv)) and **shall not limit access** for pupils protected by Ed. Code §47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or economically disadvantaged pupils, or foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- Not discourage enrollment in the charter school or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code §47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; HCCS may request only the information necessary to apply any admissions preferences stated in the charter.

Admission and Enrollment Requirements

HCCA shall be nonsectarian in its programs, admission policies, and all other operations. HCCS will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. HCCS shall comply with all applicable laws governing minimum age requirements for registration in charter schools. HCCS shall not use any test, assessment, or interview to determine a student's eligibility for

admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission. In accordance with Education Code § 47605(e)(4) HCCS will make available the CDE Complaint Notice and Form available during the application process and during the enrollment process, prior to the finalization of enrollment. This form will also be posted on the Charter School website.

HCCS admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- HCCS Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of an online student application form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

The nature of adult education and the diversity of backgrounds served by HCCS mean that differentiation and scaffolding to ensure that all students are able to participate throughout the year. Students who are admitted after the school year begins will join the classes in progress. Teachers assess the students' content knowledge to determine an integration plan. Students who need additional knowledge to catch up to the class are provided additional support and scaffolding from their teachers. These students also receive support from paraeducators, reading specialists and literacy specialists.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, HCCS only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The SETA or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements." HCCS will provide the District

with documentation that confirms SETA or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California may be admitted.

HCCS Proposed Lottery Process
If the number of applications exceeds the enrollment capacity, admission will be determined by a random lottery process. HCCS will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Howe Campus located at 1111 Howe Avenue, Sacramento, CA 95825. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the HCCS Howe location and on the Highlands Community Charter School official website.

The following enrollment preferences will apply in the event of a public random drawing:

1. All students currently enrolled in HCCS
2. Non-youth residents of TRUSD; as defined by WIOA as those 22 years of age or older
3. All other residents of TRUSD
4. All other applicants

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated immediately after the lottery through a mass SMS notification.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the

waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the HCCS website. HCCS advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

"The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." (Ed. Code § 47605(c)(5)(I).)

Annual Audit Procedures

Contracting with an Independent Auditor

Highlands Community Charter School (HCCS) conducts an annual independent fiscal audit in compliance with Education Code Sections 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the HCCS Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline

The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. HCCS is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the HCCS Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. HCCS aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Audit Committee Review & Board Action
The HCCS Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, HCCS submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
HCCS aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies
Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation

determination notice, involuntary transfer notice, and other documents and related information." Education Code Section 47605(c)(5)(J).

School Climate and Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and ensure campus safety. The policy is closely aligned with California Education Code Section 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

HCCS Discipline Philosophy

Highlands Community Charter School prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist with addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.

- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Classroom teacher(s)
- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting.

The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member

An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

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these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Case Management
It is very important to clearly define on the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:
- meeting with the student and with the teacher regarding the action plan
- making phone calls and/or sending reminder notes to team members regarding action items,
- and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source
The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

Student/Family Support
Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Ongoing monitoring of student progress
At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development
Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for

undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], detention during and after school hours, community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions

HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension and Expulsion

Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which incudes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew

packets and betel. This section does not prohibit the use of his or her own prescription products by a student.

I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.
Q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial

disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network internet website, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.
    1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
        iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
        i. A message, text, sound, video or image.
        ii. A post on a social network internet website including, but not limited to:
            a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
            b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
            c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.

iii. An act of cyber bullying.
   a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
   b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).
V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence.
W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Expulsion Offenses

Mandatory Recommendation for Expulsion

Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion

Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter

medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.

D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Out-Of-School Suspension Procedures

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor, or Charter School employee who referred the student to the Executive Director and/or Chief Academic Officer and Instruction or assigned designee.

The conference may be omitted if the Executive Director and/or Director of Instruction & Professional Learning or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her, and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness

statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students
A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student, and all needed materials will be left in the front office.

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process
Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or the Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the Chief Academic Officer or the Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

<u>Expulsion Procedures</u>

Rules and Procedures for Student Expulsion
Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student

should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Instruction & Professional Learning (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Instruction & Professional Learning, or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Instruction & Professional Learning or the Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Director of Instruction & Professional Learning or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision on whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose primary language is other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
HCCS may, upon finding good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim with a room separate from the hearing room for the complaining witness's use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness. The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both support persons are also a witness, HCCS must present evidence that the witness's presence is both desired by the witness and will be helpful to HCCS. The person presiding over

the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.

7. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence to be heard. Before such a determination regarding an extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel, or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Instruction & Professional Learning or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Instruction & Professional Learning or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS, as the HCCS Board's decision to expel shall be final.

Expelled Students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

<u>Rehabilitation Plans</u>

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date

not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Certificated, Classified, and Other Staff Members

All full-time certificated employees at Highlands Community Charter School participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system, based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

HCCS employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the HCCS Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with HCCS may affect their eligibility for continued participation in a previous retirement system.
The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, HCCS offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, HCCS's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through HCCS's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The HCCS Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency. This information is also communicated to students through orientation and registration staff, who are available to answer questions and provide support in multiple languages as needed.

While K-12 attendance alternatives are limited for adult students there are a number of adult education programs that may serve to meet adult students' educational needs.

Sacramento City Unified School District (SCUSD): The Charles A. Jones Career and Education Center offers academic and career training, including ESL, US citizenship classes, and high school completion. It also provides online career training programs in areas like business, health, and computer science, with financial aid available for qualified students.
Twin Rivers Adult School: Offers ESL, adult high school, and career education programs, including those in skilled trades and workforce preparation.
Elk Grove Adult and Community Education: Provides workforce training and other educational opportunities, including paraprofessional certification and support for job seekers.
Natomas Unified School District Adult Education: Provides opportunities for college and career readiness, GED and high school diploma preparation, ESL, and US citizenship classes.
Folsom Cordova Adult School: Located in Rancho Cordova, this is another school within the Capital Adult Education network.
Encina Adult Center: Located in the Arden Arcade area, this center offers a range of academic and career training classes through the San Juan Unified School District.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

HCCS has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

HCCS shall be deemed the exclusive public school employer of the employees of HCCS for the purposes of the Education Employment Relations Act ("EERA"). HCCS shall comply with the EERA.

HCCS is independent from Twin Rivers Unified School District, and any District employees who choose to work at HCCS shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by HCCS shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with Twin Rivers Unified School District.

HCCS will develop and maintain an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, HCCS shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any HCCS teacher or employee.

HCCS will provide all instruction exclusively in partnership with the Greater Sacramento Urban League

(GSUL). Per Education Code, all education provided by HCCS to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in HCCS. The Partnership Agreement between HCCS and GSUL will detail the terms required for clients of GSUL to join HCCS.

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Written Notification of Mandatory Dispute Resolution

Disputes Arising from within HCCS

It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS, which do not involve TRUSD liability or issues of student health or safety, will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious timelines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests TRUSD's involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD

HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement, which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Dr. Steven Martinez
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652

Jonathan Raymond
Highlands Community Charter School
1111 Howe Ave, Suite 540
Sacramento, California 95825

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol

HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(g) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code Section 47607.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify TRUSD, within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such a decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. §

1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as it is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33. On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS. Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Element P Additional Provisions

Facilities

"The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." (Ed. Code § 47605(h).)

Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and usable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

Locations

Highlands Community Charter School's main campus is located at 5655 Hillsdale Blvd, Sacramento, CA 95842. HCCS students are served at 12 locations around the greater Sacramento region in the 2025-2026 school year. HCCS locations include the following:

HCCS Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827

Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

Annual Operational Agreement
HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational, and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

Operational Powers and Liabilities
HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

Insurance Coverage
HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters
The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. (Ed. Code § 47605(h).)

Funding
HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

Fiscal Strength
HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections, see appendix.

Budgets and Cash Flow
A five-year budget and financial projections are included in the appendix. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

Financial Reporting
HCCS will provide reports to TRUSD as follows, as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by TRUSD:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.
- By July 1, an annual update (LCAP) is required pursuant to Education Code Section 47606.5.

- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the CDE to the extent and in the manner specifically required by law or regulations

applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the 2024-2025 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

Annual Review and Notice to District of Change in Status
HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

Regulations and Compliance
HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus, we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. We will do so responsibly and with accountability.

Technology
HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education. Recognizing that there is always a cost-benefit tradeoff when using technology, HCCS will purchase hardware, software, and services based on the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

Term of Charter
The term of this charter shall begin on July 1, 2019 and expire June 30, 2027.

Amendment of Charter
Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation
Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability
The manner in which administrative services of the charter school are to be provided. (Ed. Code § 47605(h).)

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Potential Civil Liability Effects
Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(h).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in lieu of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

Neither Greater Sacramento Urban League nor any other WIOA service provider in partnership with HCCS receives any type or amount of apportionment. Furthermore, these partners do not operate as an adult school program.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fundraising activities, private donations, other public grants, or any other source of income developed by the Charter School.

Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books

are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District's in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

APPENDIX

A. Organizational Chart Updated September 18, 2025

a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026

a. Executive Director, Jonathan Raymond
b. Deputy Director/Chief Operating Officer, Teresa Cummings, Ph.D.
c. Deputy Director, Chief Academic Officer, Eric Chapman
d. Chief Business Officer, Matthew Lemos
e. Director of Human Resources, Bindy Grewal, Ed.D.
f. Interim Director of Student Services, Mayra Valdivia
g. Director of Fiscal Services, Diana Gonsalves
h. Director of Instruction and Professional Learning, Andrew Michaud
i. Director of Accountability and Assessment, Melissa Roberson
j. Interim Director of Student Services, Mayra Valdivia Valencia

C. Leadership Job Descriptions

a. Executive Director
b. Deputy Director/Chief Academic Officer
c. Deputy Director/Chief Operating Officer
d. Director of Student Services
e. Director of Instruction & Professional Learning
f. Director of Human Resources Job Description (03-14-2023) Approved
g. Director of Accountability and Assessment
h. Director of Career Pathways and Partnerships
i. Chief Business Official (CBO) 10-03-2024.pdf
j. Intervention Coordinator
k. CASAS Coordinator
l. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2025

a. HCCTS Bylaws 2025
b. 5111.5 Disenrollment and Involuntary Removal
c. 5113.1 BP Attendance Enforcement
a. 5120 BP Satisfactory Academic Progress
b. 5131 BP Student Conduct
c. 6164.5 BP Student Success Teams
d. 4112.2 BP Credentialing Requirements Communications
e. 4331 BP Administrative Credential Reimbursement
f. 3581 BP Data Retention and Record Management
g. Comprehensive School Safety Plan
h. 5144.1 BP Suspension and Expulsion
i. 2025 Emergency Operations Guide
j. 1325 BP Marketing: Advertising and Sponsorship Policy
k. 4115 BP Personnel Evaluation and Supervision

l. 3100 BP Budget Development and Oversight
m. Employee Handbook
n. Conflict of Interest Code

F. Fiscal Documents 2025-2026

a. First Interim Budget Update
b. HCCTS Budget Presentation Board Meeting June 12, 2025- multi year projections

G. Operational Schedules and Resources

a. Departmental Schedule August 7th 2024 PD

H. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

I. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

BUILD HIGHLANDS BACK BETTER

HCCS Material Revision Presentation 1.13.26



Purpose

- This Material Revision cures the Notice Of Violation of the Charter regarding locations.

- If the Material Revision is not approved HCCS will occupy only the locations listed in MOU Amendment No. 3

Material Revision Updates

- Addresses locations only
- No educational program updates
- No grade level changes. Serves grades 1, 2 & 12 as outlined in the charter

Material Revision Updates - Locations

The locations requested in the material revision consolidate operations to 13 student serving locations in Sacramento county.

13 Student Serving Sites:

- 33rd St. (2520 33rd St, Sacramento, CA 95817)
- 37th Ave. (3301 37th Avenue, Sacramento, CA 95824)
- Boxwood St. (2260 Boxwood Street, Sacramento, CA 95815)
- Center Pkwy. (7839 Center Parkway, Sacramento, CA 95823)
- College Oak Dr. (4545 College Oak Drive, Sacramento, CA 95841)
- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Franklin Blvd. (5961 Franklin Blvd, Sacramento, CA 95824)
- Grand Ave (1333 Grand Ave, Sacramento, CA 95838)
- Howe Ave. (1111 Howe Avenue, Sacramento, CA 95825)
- Industrial Pkwy. (8180 Industrial Parkway, Sacramento, CA 95824)
- Marconi Ave. (3727 Marconi Ave, Sacramento, CA 95821)
- Old Auburn Rd. (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Todhunter Ave. (800 Todhunter Avenue, West Sacramento, CA 95605)

2 Administrative Support Locations:

- Arden Way (901 Arden Way, Sacramento, CA 95815)
- Florin Rd. (3801 Florin Road, Suite 107, Sacramento, CA 95823)

Highlands has made considerable progress on curing the notice of violation

Material Revision is Cure to One of the Issues

1. Material revision would cure the issues pertaining to site locations and update the petition to current law.
2. Credential misassignments fully cured through hiring K-12 credentialed teachers.
3. Audit has been turned in, fully curing the failure to turn in an audit.
4. Out-of-County leases in San Diego and Marysville have been terminated and new policies adopted to prevent similar issues in the future, fully curing the concern about fiscal mismanagement.
5. Alleged violation of WIOA Exclusive Partnership Agreement fully cured through disenrollment of non-WIOA students and closure of the program in question.
6. Instructional minutes concern fully cured through new Board policies on class size and re-engagement of students with attendance issues, staff training on those policies and implementation.
7. A plan has been submitted to transition back to grade levels in the charter if a material revision relating to grade levels and the academic program is not approved by TRUSD Board in Spring 2026.




HIGHLANDS





BUILD HIGHLANDS BACK BETTER

HCCS NOV Intent to Revoke 01.27.2026



BUILD HIGHLANDS BACK BETTER

- **Tonight we will be sharing with you how we have cured all violations in the Notice of Intent to Revoke the charter school.**
- **Tonight you are going to hear about our ongoing reform efforts.**
- **All of these efforts have cured the notices of violation.**

BUILD HIGHLANDS BACK BETTER

HCCS has already:

- Changed our administrative team
- Changed more than 125 school policies and procedures
- Changed our principal legal counsel
- Brought in a reputable charter school business/back office firm to validate internal work
- Hired K-12 credentialed teachers
- Consolidated operations in Sacramento County in fewer locations to allow better oversight by both our team and TRUSD

BUILD HIGHLANDS BACK BETTER

HCCS Notices of Violations

1. *Grade Levels
2. *Locations
3. Independent Audit
4. Instructional Minutes
5. Credentialing
6. Exclusive Partnership
7. Fiscal Mismanagement
    a. Marysville 2
    b. San Diego

*HCCS initially planned to cure through the HCCS Material Revision submitted to TRUSD on 9/26, however due to the TRUSD denial of the material revision, HCCS has submitted formal plans to cure alternatively

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Grade Levels

HCCS originally planned to cure the grade levels with the material revision which was submitted to TRUSD on 9/26/2025 with the addition of grades 9, 10, and 11

HCCS presented a plan to TRUSD on 12/2/2025 to transition back to grades approved in the charter petition if denied

HCCS submitted the revised material revision on 1/2/26 which removed grade level changes

HCCS added back grades 1 & 2 on 1/20/2026 and is implementing the phase out of grades 9 & 10 pursuant to the HCCS plan submitted to TRUSD

HCCS formally began serving grades 1, 2, & 12 on 1/20/26

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Locations

HCCS originally planned to cure the locations with the material revision which was submitted to TRUSD on 9/26/2025

HCCS presented a location plan to TRUSD on 12/2/2025 to transition back to MOU Amendment No. 3 sites if denial

HCCS then presented an updated material revision with changes to the locations only on 1/2/2026

Following the TRUSD denial on the HCCS Material Revision, HCCS returned to the locations approved in MOU Amendment No. 3

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Independent Audit

The 2024-2025 independent audit from Eide Bailly was provided to TRUSD on 1/2/2026.

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Instructional Minutes

HCCS cured the instructional minutes concern by:

- Creating a five period bell schedule for both AM and PM classes
- Ensuring all teachers offer direct instruction for all periods
- Moved to a single attendance track
- Ensuring 65,800 instructional minutes
- Reducing class sizes with enrollment caps
- Restructuring the class
- Updated attendance SOPs and practices

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Credentialing

Credential misassignments fully cured through the following:

- Laid off teachers with adult education credentials
- Partnered with UMASS Global to enroll eligible teachers into an internship program where they can earn a single-subject teaching credential
- Hired K-12 credentialed teachers

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Exclusive Partnership

The alleged violation of WIOA Exclusive Partnership Agreement was fully cured through the disenrollment of non-WIOA students and closure of the program in question in January 2025.

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Fiscal Mismanagement

Marysville 2- The out-of-county lease in Marysville has been terminated and new policies adopted to prevent issues in the future, fully curing the concern about fiscal mismanagement. This was finalized 11/30/2024.

San Diego- The out-of-county lease in San Diego has been terminated and new policies adopted to prevent issues in the future, fully curing the concern about fiscal mismanagement. This was finalized 11/17/2025.

BUILD HIGHLANDS BACK BETTER

HCCS Closing Summary

HCCS has presented all the requested evidence and documentation to TRUSD and has taken all necessary steps to address and resolve the identified Notices of Violation.

HCCS respectfully requests that the TRUSD Board clear the Notice of Violation and allow HCCS to continue serving our community.

Thank You





HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

7150.5 BP School Site Opening and Closure Policy

Board Policy

Highlands Community Charter and Technical Schools (HCCTS) establishes this policy to guide the opening and closure of school sites, ensuring that these decisions are made responsibly, transparently, and in compliance with applicable laws and all agreements with the School's Authorizer. This policy provides criteria and procedures for both opening and closing school sites.

Purpose

To outline the standards and steps for evaluating and implementing the opening and closure of HCCTS school sites, prioritizing the educational needs of students, staff well-being, community impact, and operational stability.

Scope

This policy applies to all school sites operated by HCCTS and authorized by the Authorizer of the Charter School.

Criteria for Site Opening

In considering opening any potential site HCCTS shall produce written documentation of having considered the following key criteria to be presented to the Authorizer and the HCCTS Board of Directors.

- **Community Demand**: The identified need within the community for education services, supported by demographic data or community requests.
- **Educational Purpose**: The potential site serves the educational needs of students enrolled in HCCTS schools either through direct instruction or the support services necessary and appropriate to facilitate instruction.
- **Geographic Proximity**: The potential site is appropriately located within the area(s) HCCTS is authorized to operate in.
- **Financial Feasibility**: Sufficient funding and resources are available to establish and operate the site sustainably.
- **Facility Suitability**: The potential site meets the safety, accessibility, and compliance standards required for educational facilities.
- **Workforce Readiness**: Availability of qualified staff to support

educational and operational needs at the new site.

Criteria for Site Closure

HCCTS may consider closing a school site under one or more of the following conditions:

- **Enrollment Decline**: Persistent decline of at least 20% in enrollment over three consecutive years.
- **Fiscal Constraints**: Site usage doesn't support the ongoing costs associated with the facility.
- **Facility Condition**: Structural issues or safety hazards that impair the ability to operate safely.
- **Educational Adequacy**: Limitations in space or resources that prevent maintaining educational standards.
- **Community Needs**: Demographic changes leading to low site utilization.
- **Property Agreement**: Expiration of lease or property agreements that cannot be renewed.

District Approval Requirement

- Prior to opening, relocating, expanding, or establishing operations at any new school site, satellite location, or resource center, HCCTS shall obtain written approval from the Authorizer.
- The HCCTS Board shall not take action to approve any new or relocated site until the Authorizer's written approval is included in the Board agenda packet and presented publicly at the Board meeting.
- No facility shall open, operate, or serve students until HCCTS has received, documented, and retained the Authorizer's written approval in accordance with this policy.
- All documentation of District approval shall be maintained in HCCTS' official records and provided to the Authorizer upon request.

Compliance

This policy will adhere to relevant legal requirements, including:

- California Education Code: Adherence to state guidelines for school site operations.
- The Authorizer's and HCCTS Policies: Alignment with district and school standards for site management.
- Charter School Law: Compliance with charter-specific regulations, including required notifications and transition processes
- The HCCTS board shall approve any site closure prior to any action taken.
- HCCTS will provide the Authorizer a minimum of 30 days notice of any

Board approved site closures.

Approved: December 5, 2024
Revised: December, 2, 2025

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Petition for the Renewal of Highlands Community Charter School

Respectfully Submitted to the
Twin Rivers Unified School District
Board of Trustees

January 14th, 2019

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted January 2, 2026

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Preface

Highlands Community Charter School respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in Sacramento County This material revision is being submitted as the Charter School requests to operate at the locations listed below.

Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824 Rooms: H2.1 H2.2
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823 Rooms: CP2, CP7, CP1
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841 Building A - Located on the west side of the property
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824 SR1, SR2, SR10, SR 16, SR 17, SR20, SR24 - Referred to in the lease as Rooms 1A, 2A, Cypress Room, Portable Classrooms 1 and 2, Bolland Hall, 4 offices
Grand Ave.	1333 Grand Avenue, Sacramento, CA 95838
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825 Suites: 115, 445, 450, 455, 460, 505, 510, 540, 555, 575, 595, 610, 630, 645, 655
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821

Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(e)(1).)

- Not charge tuition. (Ed. Code § 47605(e)(1).)

- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1).) The charter school shall also comply with AB 715 (2025).

- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to HCCS shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)

- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within

30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(e)(3).)

- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]

- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)

- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)

- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. (Ed. Code § 47605(l)(1).)

- At all times maintain all necessary and appropriate insurance coverage.

- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a)(2).)

- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)

- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized and amended as the Every Student Succeeds Act ("ESSA").
- Comply with the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with the Ralph M. Brown Act.
- Comply with Government Code Section 1090, *et seq.,* as set forth in Education Code Section 47601.1.
- Comply with Political Reform Act, Government Code Section 81000, *et seq.*
- Meet or exceed the legally required minimum number of school days. (Title 5 California Code of Regulations § 11960.)
- Comply with the provisions of AB 49 (2025) including but not limited to provisions relating to the collection and disclosure of information or documents regarding citizenship or immigration status of students or their family members.

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.

Jonathan Raymond for HCCS

January 2, 2026

1333 Grand Ave
Sacramento, CA 95838

Element 1: The Educational Program

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

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

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

General Information

1.1: General Information Table

GENERAL INFORMATION	
• The contact person for Charter School is:	Jonathan Raymond
• The contact address for Charter School is:	1333 Grand Ave, Sacramento, CA 95835
• The contact phone number for Charter School is:	916-844-2283
• The address or ZIP Code of the target community to be served by Charter School is:	95838
• ~~This location is in TRUSD Board District:~~	~~Yes~~
• ~~This location is in TRUSD Local District:~~	~~Yes~~
• ~~County-District-School Code~~	~~34-76505-0130757~~
• ~~The grade configuration of Charter School is:~~	~~1, 2, 12~~
• ~~The number of students in the current year is:~~	~~1530~~
• ~~The grade level(s) of the students in the first year are:~~	~~1, 2, 12~~
• ~~Charter School's scheduled first day of instruction in 2019-2020 is:~~	~~July 8, 2019~~
• ~~The enrollment capacity is:~~	~~2150~~
• The type of instructional calendar is:	Multi-track, year-round calendar
• ~~The number of instructional minutes is:~~	~~Grades 1 and 2: 50,970~~ Grade 12: 82,740
• The current bell schedule for Charter School is:	~~Grades 1 and 2:~~ M, T, W, F: 8:25–12:25/Th: 8:25–11:40 or M, T, W, F:1:00–5:00/Th: 12:10–2:00 or M-F: 5:00–9:00 ~~Grade 12:~~ ~~M, T, W, F: 8:450–3:15/Th: 8:00–2:00~~

- The term of this Charter shall be from: July 1, 2019 to June 30, 2027

Community Need for Charter School

Dropouts in the United States

In the United States, a student drops out of high school every nine seconds (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). That is 7,000 students who drop out of high school every single day. Annually that totals 1.3 million students who fail to graduate (Alliance for Excellent Education, 2011, p. 1). This is especially true of minority students and those who are socioeconomically disadvantaged (Balfanz & Legters, 2004). Non-graduates are far more likely than graduates to be unemployed, to rely on government assistance, or to resort to criminal behavior (Alliance for Excellent Education, 2011). Public high schools in the United States have an 80% graduation rate (Hefling, 2014). However, in large urban school districts that cater to large numbers of children from socioeconomically disadvantaged backgrounds, the graduation rate decreases significantly to 50% (Guryan & Ludwig, n.d.). This has a huge impact on the national, state, and local economy for several reasons, among them, lost tax revenue, higher unemployment rates, dependence on government assistance programs, the community cost of crimes committed, and the cost to incarcerate criminals. By providing access to education and training to students 22 years of age or older, we believe that we will not only improve the lives of our students and their families but also improve the community and the economy. By creating taxpayers, reducing the number of people receiving government assistance, and reducing the number of crimes and criminals, we are improving our community.

Who Is Dropping Out?

A dropout is defined as a student who is between 16-24 years old who is not enrolled in high school and has not earned a high school diploma or an equivalency. According to a study conducted by the National Center for Education Statistics (NCES), when broken down by race and socioeconomic status, minority students and socioeconomically disadvantaged students are dropping out of school at a much higher rate than non-minority students and socioeconomically advantaged students. American Indian students have a dropout rate of 46%; Hispanic and African American students have a dropout rate of 43%; and Asian students have a drop out rate of 17% (Alliance for Excellent Education, 2011, p. 3). Data shows that there is a strong relationship between poverty and high school dropout rates. A study conducted in 2009 showed students from low-income families were five times more likely to drop out of high school than students from high-income families (American Psychological Association, 2012, p. 1). Another study done by the NCES in 2014 concluded that only 2.6% of students who dropped out of high school were from high-income families and 5.4% of students who dropped out of high school were from medium-income families. Of the Hispanic and African American students in the United States, approximately half of them are served by high schools in predominantly low-income neighborhoods where dropout rates fluctuate between 40% and 50% (Balfanz & Legters, 2004). According to the California Department of Education in the 2013-14 school year 56,756 students dropped out of high school in Sacramento and 52,249 dropped out the following school year. Of those who dropped out in the 2013-14 school year, 20.8% were English language learners, 20.3% were black, 18.8% were Native Americans, and 14.4% were socioeconomically disadvantaged.

Dropouts and Lost Tax Revenue

When a student drops out of high school, there is a huge financial impact at the local, state, and national level. Dropout rates lead to lost tax revenues. According to the *New York Post*, every year high school dropouts cost our nation approximately $1.8 billion in lost tax revenue ("High school dropouts cost $1.8

billion every year," 2013). A study on lost tax revenue conducted by Northwestern University found that the estimated cost per high school dropout is $305,000 in potential economic gain through tax revenues to the local, state, and federal governments (Fogg, Harrington, & Khatiwada, 2008, p. vii). If only 50% of the students who dropped out in California's largest metropolitan areas were recovered, it is predicted that the economic benefits to California would be huge. The dropout recovery would invest approximately $247 million more per year into our local economy. Home sales would increase by 2.92 billion dollars. In California alone, it would increase our state and local tax revenues by $129 million every year (Carter, 2011). As a result, the California Legislature is working to address issues surrounding dropout rates such as providing schools with adequate resources to increase dropout recovery and reduce dropout rates.

Dropouts and Wages

High school graduates and college graduates make significantly more money on average than non-graduates. In 2009, college graduates made an average of $46,930 per year while the average annual wage for a high school graduate was $27,380. The same year, the average annual wage for a high school dropout was $19,540 (Alliance for Excellent Education, 2011, p. 1). Dropouts are three times more likely than college graduates to be unemployed. According to the Georgetown Center on Education and Workforce, 65% of jobs in 2020 will require some form of education.

Dropouts and Crime

High school dropouts are significantly more likely to be convicted of a crime and to be incarcerated than high school and college graduates. A study in 2007 showed that male dropouts aged 16 to 24 were more than six times as likely to be incarcerated than high school graduates. The same study showed that male dropouts were 63 times more likely to be incarcerated than males with a bachelor's degree (American Psychological Association, 2012). In the United States, an overwhelming number of men in our prison system are high school dropouts. According to the Bureau of Justice Statistics, approximately 68% of inmates do not have a high school diploma (Wolf Harlow, 2003), and more than 40% of inmates have less than a high school education. According to the Alliance for Excellent Education, Americans could save 18.5 billion dollars annually in prison systems simply by reducing high school dropout rates by 5% for men age 20-60 (Dianda, 2008).

Dropouts and Public Assistance

Dropouts are also more likely to receive government assistance than high school and college graduates (American Psychological Association, 2012, p. 6). Given the lower wage earning potential and the higher unemployment rates, many high school dropouts have inadequate income to live on their own or support a family (Sum, Khatiwada, & McLaughlin, 2009, p. 13). Due to these income inadequacies, high school dropouts are more likely to be on public assistance or federal assistance for needy families. "If all single mothers obtained at least a high school education, the annual cost savings would be $3.8 billion" (Dianda, 2008, p. 4).

Immigrants in California

According to the Public Policy Institute of California (PPIC), there are approximately 10 million immigrants in California, which is about one quarter of our state's total population. We have more immigrants in California than in any other state in the nation. According to the US Census, half of all children in California have at least one immigrant parent. Of those immigrants, almost 80% of them are working age adults, and approximately 34% of them do not have a high school diploma. Although immigrants are just as likely to work as Americans, they tend to make 24% less money. It is imperative that these immigrants have the opportunity to access education, learn English, complete their high school diploma, and attend vocational and college training. Research shows that many foreign-born immigrants

and minorities have lower high school graduation rates. According to the California Department of Education's Fall 2017 of Ed Facts there were 1,271,150 English language learners in the California public school system., which is 20.4% of the total enrollment in California and 2,637,412 speak a language other than English at home. Below is a graph that shows immigrants living in California and the United States by year from 1870-2016.

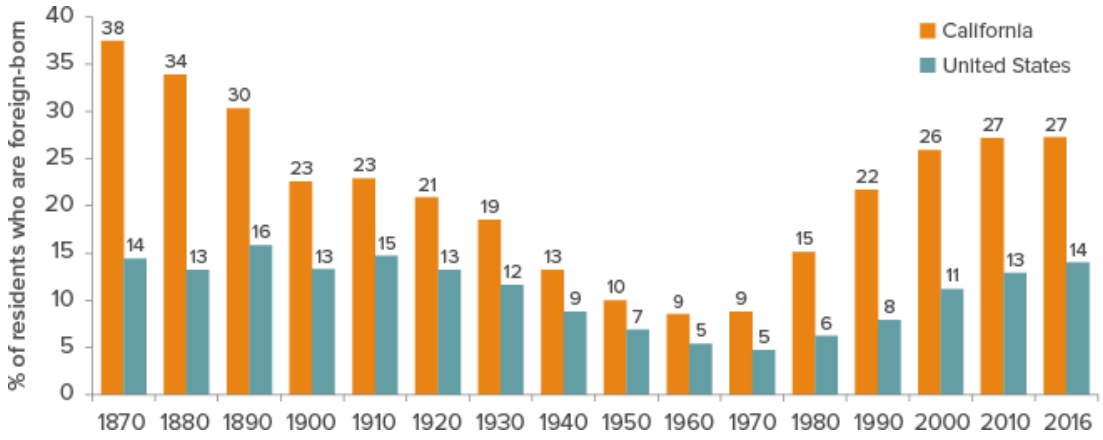

(Source: US Census Bureau, Decennial Censuses, and the American Community Survey)

Sacramento and the Twin Rivers Unified School District

In 2002, the Civil Rights Project at Harvard University labeled Sacramento the most diverse city in the United States. According to the 2010 US Census, the Sacramento metropolitan area had 2.7 million people; 45% are white, 27% are Hispanic or Latino, 18% are Asian, 15% are black, 7% identified as two or more races, and the remaining are Pacific Islander and Native American (National Center for Education Statistics, 2014). Demographers expect the minority population to continue to grow in Sacramento and it is estimated that by 2050 Sacramento will grow by 54%. It is estimated that in Sacramento 62% of the population speaks English while 38% are English learners. In Sacramento, our minority populations are more likely to experience poverty than the white population. In Sacramento only 14% of the white population is socioeconomically disadvantaged, compared to 28% of the black population, 27% of the Hispanic population, 26% of the Native population, and 23% of people who identified as two or more races, which are all living in poverty. Approximately 63% of people living in Sacramento are participating in the workforce with employment at 56% and unemployment at 10.5%. Minority groups have higher rates of unemployment with 17% unemployment for our black population, 15% for people who identified as two or more races, and 14% for Native Americans. Level of education is directly related to employment with a positive linear relationship. For people living in Sacramento without a high school education, only 56% of them are employed compared to 70% of high school graduates, 78% with some college, and 87% for those with a bachelor's degree or higher. Within the Twin Rivers Unified School District, 31.7% of students drop out between ninth and twelfth grade with nearly 500 more students who stay enrolled through twelfth grade but do not graduate. According to the 2010 Census, almost 20% of adults living in the Twin Rivers Unified School District do not have a high school diploma or equivalent (Public Policy Institute of California, 2012).

Highlands Community Charter School

Highlands Community Charter Schools offers a quality program of instruction that serves students from a wide range of age, ethnic, cultural and language backgrounds, specifically targeting high school dropouts, parents, immigrants, veterans, former foster youth and ex-offenders. Highlands provides the appropriate primary and secondary career technical education to help students from these groups to succeed. As our mission states, we are "serving the unserved."

At HCCS we understand the community we serve, and we provide that community with educational tools and opportunities. In California, we have a growing immigrant and refugee population. In order for immigrants and English learners to successfully enter the workforce, they need to improve their English. We have an astounding percentage of adults in our community who have been unable to complete a high school diploma or equivalency. At HCCS we love our community, and we believe that by educating adults, we will see economic growth, civic engagement, a reduction in crime, and a reduced number of our community members relying on government assistance. We foresee that we will continue to grow throughout Sacramento and California in order to meet the growing needs of adults in our state and in our community.

1.2: HCCS Term Performance and Meeting the Needs of the Community

Enrollment

At HCCS our enrollment has grown each year since our doors opened. In the 2015–2016 school year, enrollment was 449; in the 2016–2017 school year, enrollment more than doubled to 1,095; and in the 2017–2018 school year, our enrollment grew again to 1,856 students. In the 2017–2018 school year, the student community experienced a shift in our demographics with a large influx of refugees from Afghanistan. Due to this, the previous primary student language of Spanish was replaced by Farsi/Dari. Many of these refugees were not able to access education in their home countries, and their literacy level at entry was very low. In response to this need, we opened sites in their communities and hired paraeducators who are fluent in Farsi, Dari, and Pashto. HCCS responded to this community need by partnering with community-based organizations that provide refugee assistance like International Rescue Committee, World Relief, Opening Doors and Lao Family Community Development, Inc. Our high school program has also experienced steady growth each year. Even with a very strong labor market, students still continue to enroll into the program and graduate.

Below is a graph that shows our annual enrollment for the 2015–16, 2016–17, and 2017–18 school years for both English Language Development ("ELD") and the High School Completion Program:

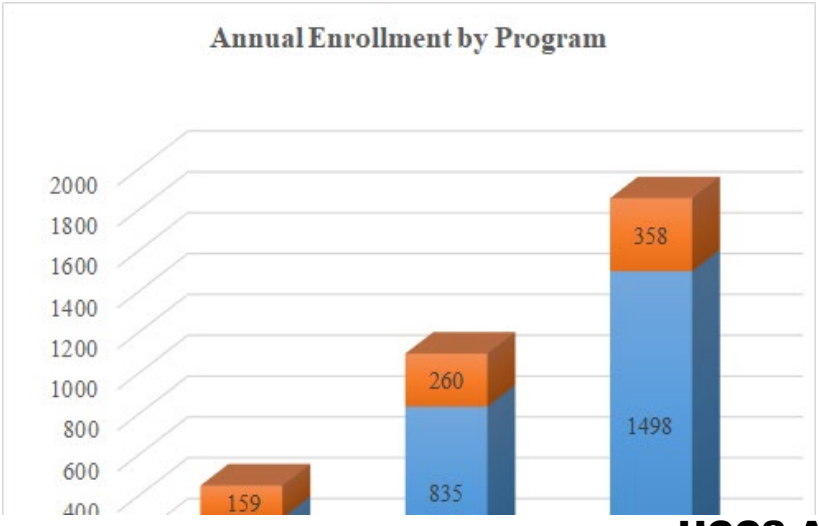

This shows that the high school program doubled in size in two years from 159 students in the 2015–16 school year to 358 students in the 2017–18 school year. At the same time, the ELD program grew from 290 students in the 2015–16 school year to 1,498 students in the 2017–18 school year.

Enrollment in CTE

Current CTE programs at HCCS are unique in that some of these programs are offered through our school, and some are extended to students by way of partnerships. At HCCS we have Truck Driving, Early Childhood Education, and Entrepreneurship as part of our internal CTE programs. Our external CTE programs are with Cosmo Beauty Academy and Asher College. Cosmetology and Manicuring are both located at Cosmo Beauty Academy. We also partner with Asher College to extend three programs: A+ Information Technology ("IT"), Medical Office Administration, and Office Administration which includes Microsoft Office certifications. Enrollment numbers in each of these programs can be seen below over the past three years.

Highlands Community Charter School CTE Program Enrollment

CTE Enrollment				
Program	**15–16**	**16–17**	**17–18**	**Grand Total**
Business	22	30	14	66
Career	159	253	277	689
Early Childhood Education	41	88	88	217
Computer A+ Tech	88	9	13	110
Cosmo Beauty Academy	3	18	25	46
Microsoft Office	41	81	69	191
Truck	140	75	55	270
Grand Total	494	586	649	1729

Assessment

At HCCS we place a high value on student assessment. We use assessments to understand student needs and levels. HCCS also uses assessment to ensure student understanding. The assessment process varies between ELD and high school, but all programs require various assessments during enrollment and throughout the classes/programs. At HCCS our assessment process begins during enrollment and orientation. All new high school students are given a Comprehensive Adult Student Assessment System ("CASAS") reading and math test during their new student orientation. ELD students are also CASAS tested as part of the enrollment process, but ELD students are tested in reading, math, and listening. ELD students are also given an internally normed speaking test and a writing test by a teacher before beginning classes. These assessments are used to place students in the appropriate classes. These CASAS tests, both in ELD and in high school, are the Life Skills Series provided by CASAS. It is imperative that the content of our lessons is meaningful to the students' lives and relevant to our students' goals.

Below is a bar graph that demonstrates CASAS Reading placement assessments for new high school and ELD students for the three previous school years as well as this year:

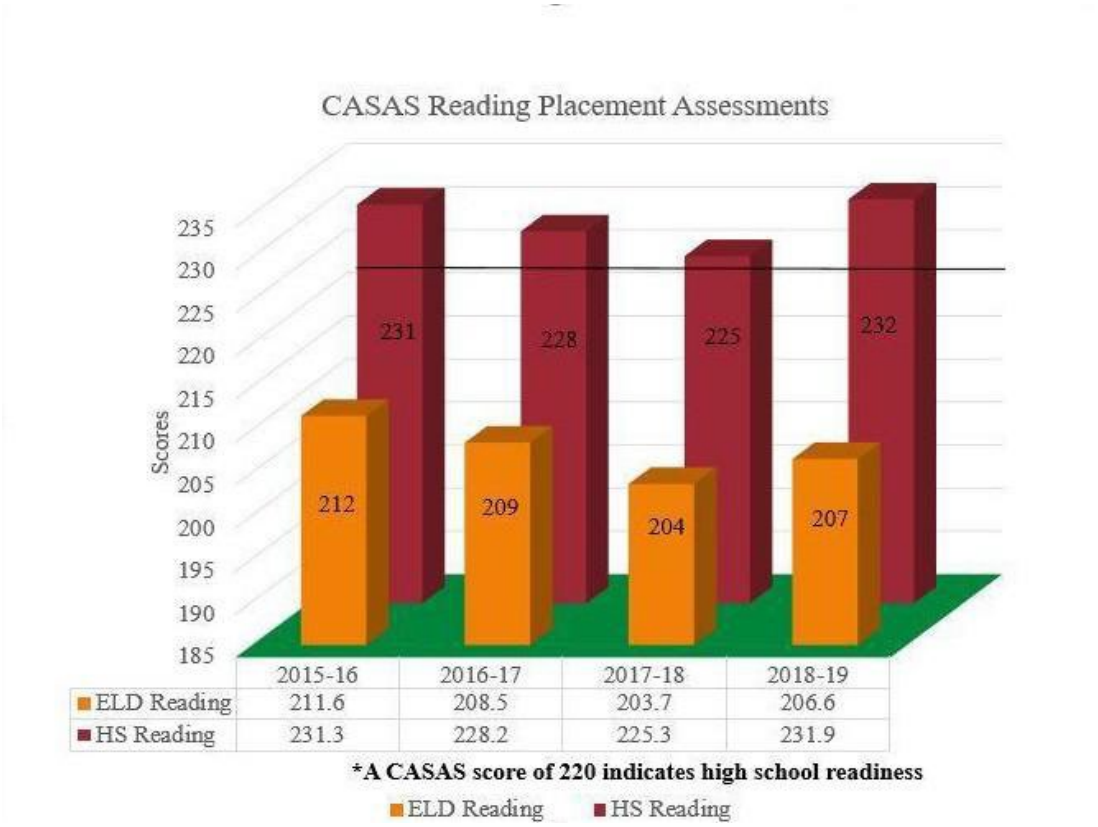

For high school students, CASAS assessments are very important. High school teachers and counselors use the CASAS Reading score to determine if students need to be placed in a remedial reading class called Reading Skills or if the student needs to work with a Reading Specialist. The score is also used to determine if high school students have reading scores required to enter any of Highlands Community Charter School's Career Technical Education ("CTE") programs. Our high school students averaged an entry CASAS reading score of 231 for the 2015–16 school year, 228 for the 2016–17 school year, and 225 for the 2017–18 school year.

In the ELD program, reading scores (as well as other test scores) are used to place students into the appropriate class level. Our ELD students scored lower on average than the high school students with an average entry CASAS Reading score of 211 for the 2015–16 school year, 208 for the 2016–17 school year, and 203 for the 2017–18 academic year. This average score is largely impacted by the increased number of refugee students HCCS continues to serve. Of the 1,856 students enrolled, 646 are from Afghanistan, Syria, and Iraq. Many of those students enroll into our ELD program with very low rates of English literacy and some without literacy in their first language. These CASAS Reading assessments allow us to identify pre-literacy, non-literacy, and literacy ELD students who need additional support. They also help us to identify the higher level ELD students who are good candidates for the high school/CTE program.

While high school students are not required to take the CASAS Listening assessment, ELD students are. Below is a bar graph that shows the average CASAS listening scores for ELD students over the past three years and what has been gathered for the 2018–19 year so far.

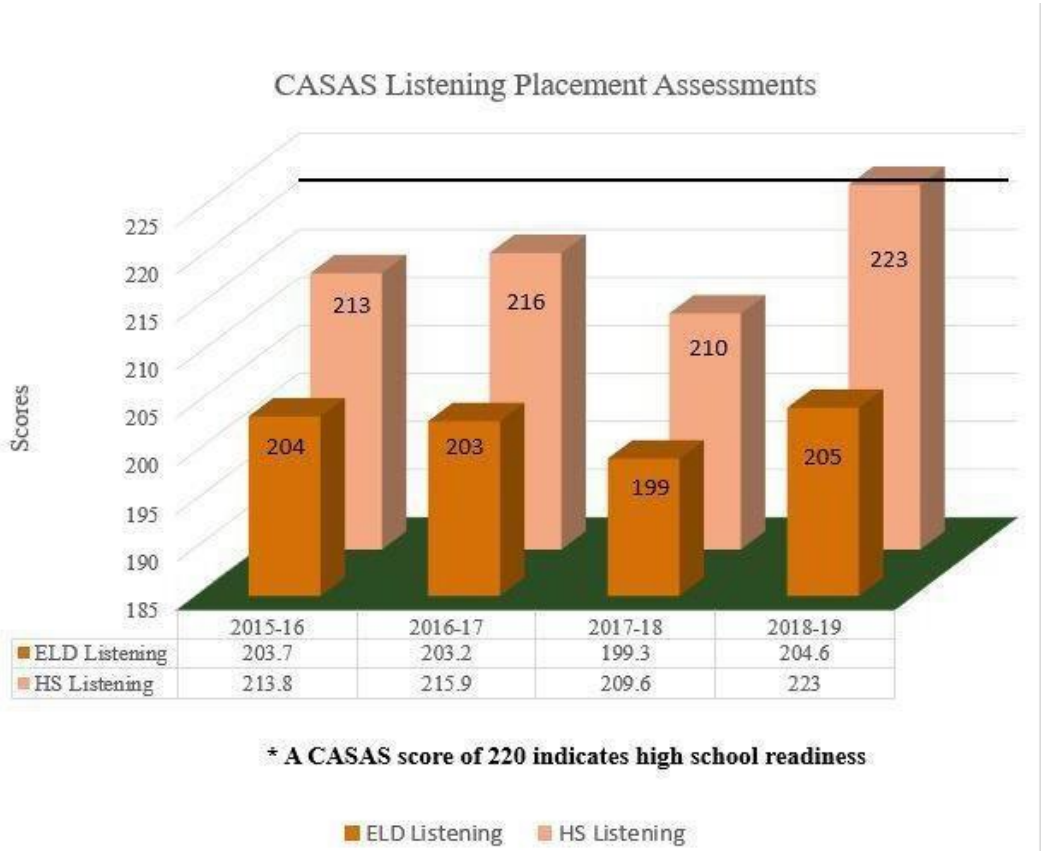

On the CASAS Listening assessment, ELD students had an average score of 203 in the 2015–16 school year, 203 in the 2016–17 school year, 199 for the 2017–18 school year, and 204 for the 2018–19 academic year so far.

CASAS Math assessments have always been administered to all incoming high school students during the enrollment process, but we have recently made an increased effort to make sure both ELD and high school students are completing the initial CASAS Math placement exam. The assessments are used in conjunction with students' transcripts to determine their level and to place them in the appropriate classes.

Below are the average incoming CASAS Math assessment scores for high school and ELD students by year:

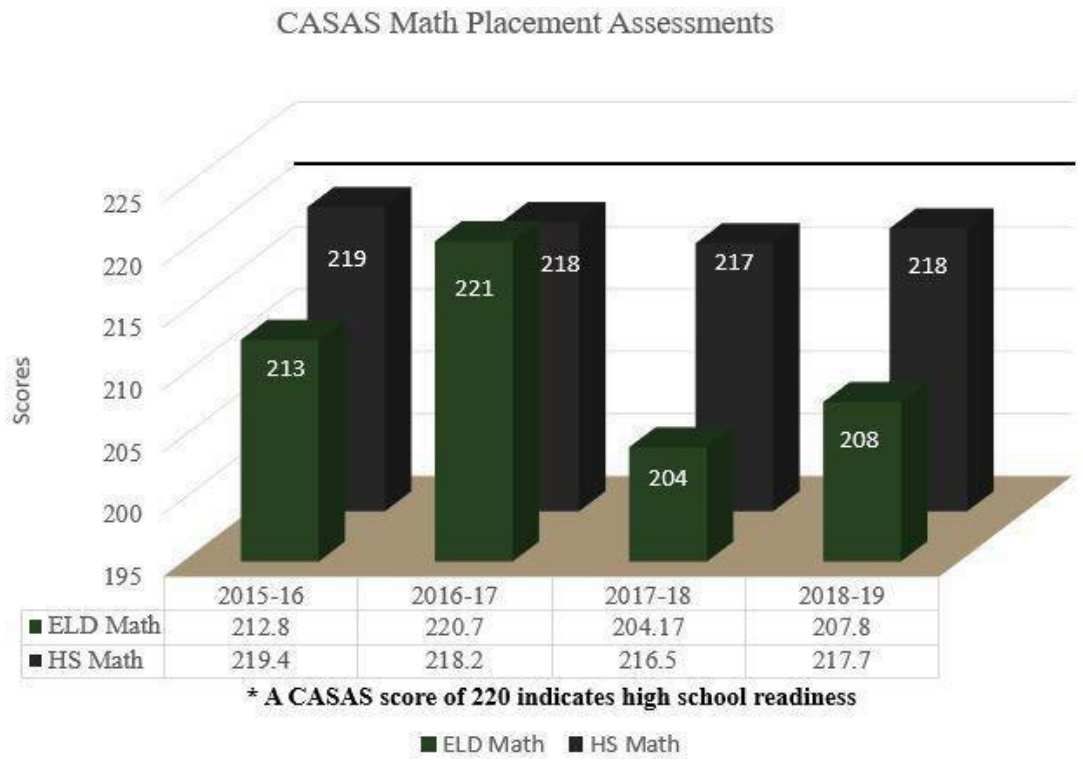

Overall, high school students tend to score higher on CASAS Math assessments, but in the 2016–17 school year, ELD students scored slightly higher with an average first score of 220. During the same school year, the high school students averaged 218. Overall, high school students averaged a CASAS Math pre-test of 218, while ELD students averaged 211.

At HCCS we use CASAS in two primary ways: to assess incoming students for placement and to measure academic progress. Our goal is to have students complete a level between assessments. A complete level is approximately 10 points. If a student came to HCCS and scored 180, they would need 10 points to make it to the next level at 190. However, if a student scored 188, that student would only need a two point gain in order to reach the next level. Below is a graph that depicts our average CASAS gains by year.

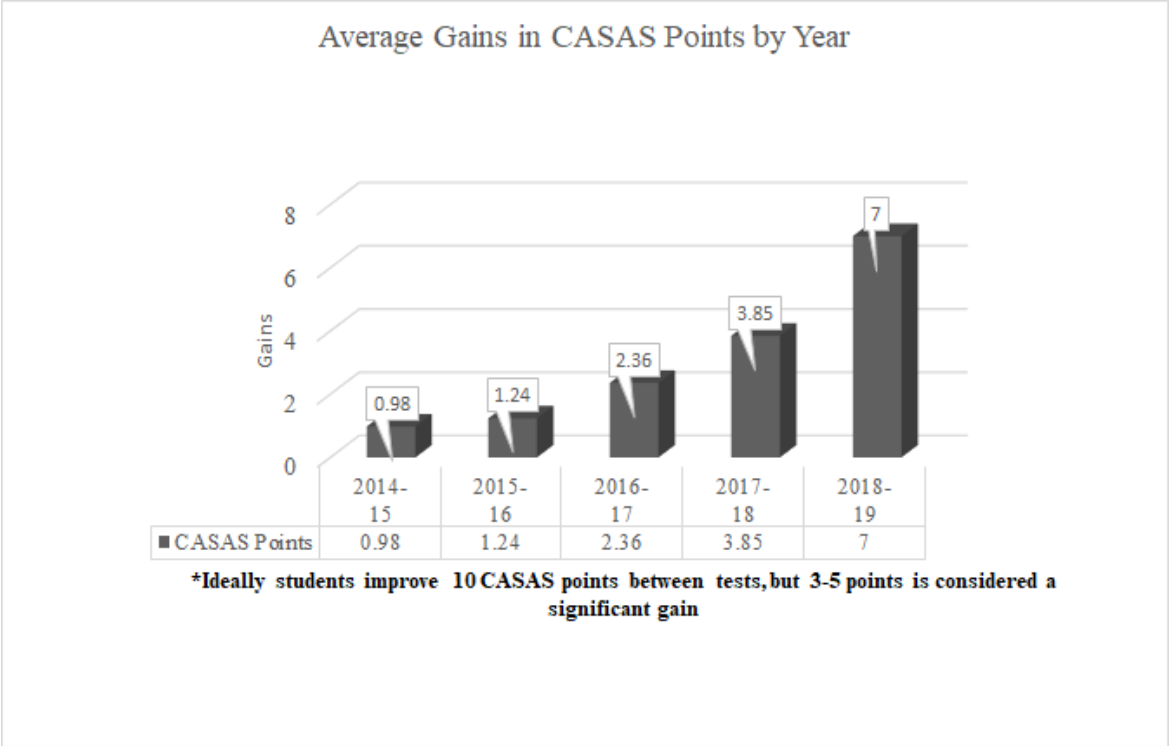

Although we have not captured the number of student gains that we would ideally like to see, we have steadily improved each year from only .98 points in the 2014–15 school year to 3.85 in the 2017–18 year. This year we are projecting an average gain of 7 points based on the gains we have for this school year and the five year trend. In order for us to capture our students' gains, it is imperative that our students consistently receive pre- and post-tests. At HCCS we are committed to increasing our level of CASAS assessments. Below is a graph that shows the number of students who received CASAS pre- and post-tests for the last four school years.

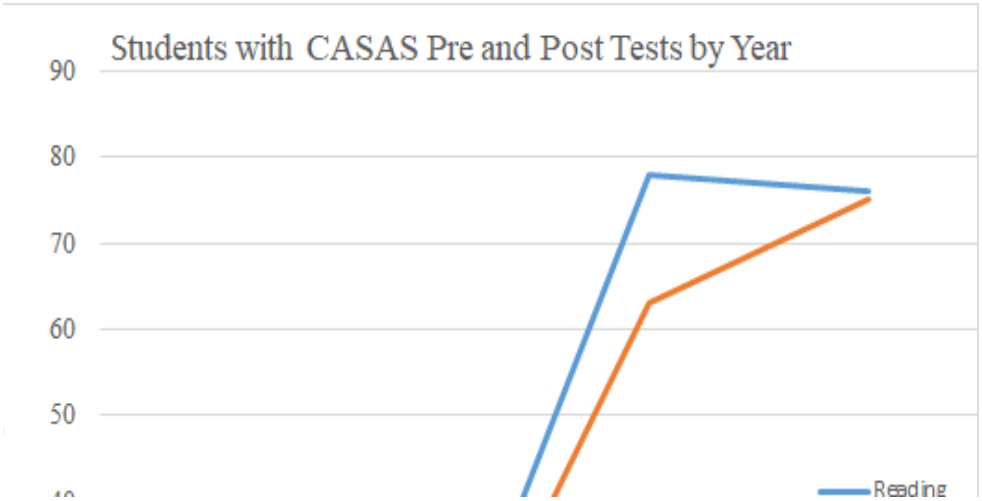

In the 2014–15 school year, we had a very low percentage of pre- and post-tests compared to the 2017–18 school year, when for reading and listening, we had pre- and post-tests at 76.1% and 75.2% respectively. This percentage is based on our Average Daily Attendance (ADA). Every year we have improved in reading and listening, even while our enrollment grew expeditiously. The one test in which we need to improve is math. As this graph indicates, we have not made improvements in the number of CASAS pre- and post-math assessments. In prior years, we did not assess our ELD students in math as part of the enrollment process and instead primarily assessed our high school students. Beginning in the 2018–19 school year, both high school and ELD students will be assessed in math as part of the enrollment process.

Teachers, counselors, and proctors do their best to get CASAS pre- and post- tests from every student; unfortunately, we have been unable to get them from every student. By hiring several new proctors, training more teachers and staff, purchasing more laptops to run CASAS, and developing a more rigorous testing schedule, HCCS will provide more succinct data regarding CASAS testing pre- and post-tests in the future.

Grades

At HCCS we have two systems for student grades: one is for ELD students, and one is for high school students. For the ELD students, we use the letter grades M, A, D, and E. M has a Grade Point Average ("GPA") value of four points, A has a value of three points, D has a value of two, and E has a value of one GPA point. The letter grade of M is equivalent to 90% mastery, where E is 80%, D is 70%, and E is 60% or below. In ELD, the M grade is the only grade that demonstrates level mastery and readiness for level promotion.

Grades	**Descriptions**
M- Meeting	The student is meeting or exceeding standards.
A- Approaching	The student is approaching standards.

D- Developing	The student is developing an understanding of standards.
E- Emerging	The student has an emerging understanding of the standards.

In the 2016–17 school year, ELD students received a total of 1,320 M's and 850 A's for a total of 2,170. For the same year, 121 students earned D's and 32 students earned E's. In the 2017–18 school year, we gave 1,274 students M's, 1,401 students A's, 444 students D's, and 259 E's. So far in the 2018–19 school year, HCCS has only entered grades for one quarter. Last quarter, 288 students earned M's, 484 earned A's, 105 earned D's, and 9 students earned E's.

It is important to note that this chart shows the total number of each grade given per academic year. The ELD students are graded in the subjects of reading, writing, speaking, and listening. The CASAS post-tests are also utilized as an external assessment to determine a student's grade.

Below is a bar chart that shows the distribution of ELD grades by percentage and year:
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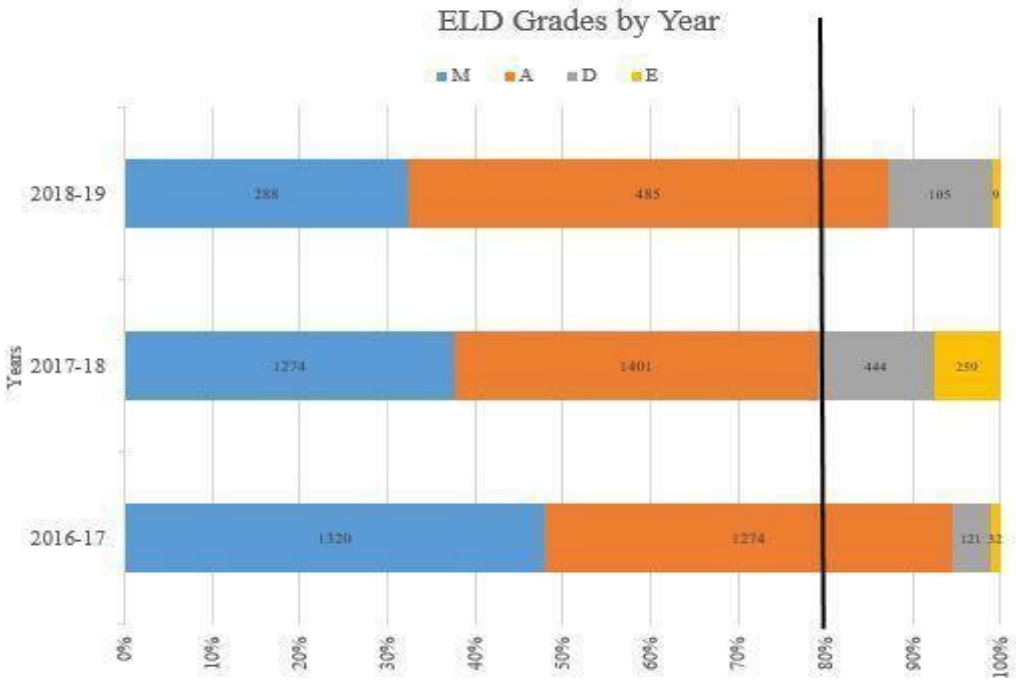

***Our goal at Highlands is for our students to earn M's and A 's and to maintain a schoolwide GPA of 3.0 or higher**

2016–17 school year, 56% of the ELD students completed a level, and 93% of them received either an M or an A. Only 5% received a D, and 1% received an E. In the 2017–18 school year, 38% of the ELD students completed a level and 79% earned either an M or an A. That same year, 13% of the ELD students earned a

D, and 7% earned an E. In the 2018–19 academic year, so far 32% of the ELD students have completed a level and earned an M and 87% have earned either an M or an A. Almost 12% of ELD students earned a D and 1% earned an E.

Success and accurate grades for all our students, both ELD and high school, are very important to us. Our goal is to have a schoolwide grade point average of 3.0 or higher. Below is the English Language Development GPA data for the 2016–17, 2017–18, and what has been documented so far in the 2018–19 school year:

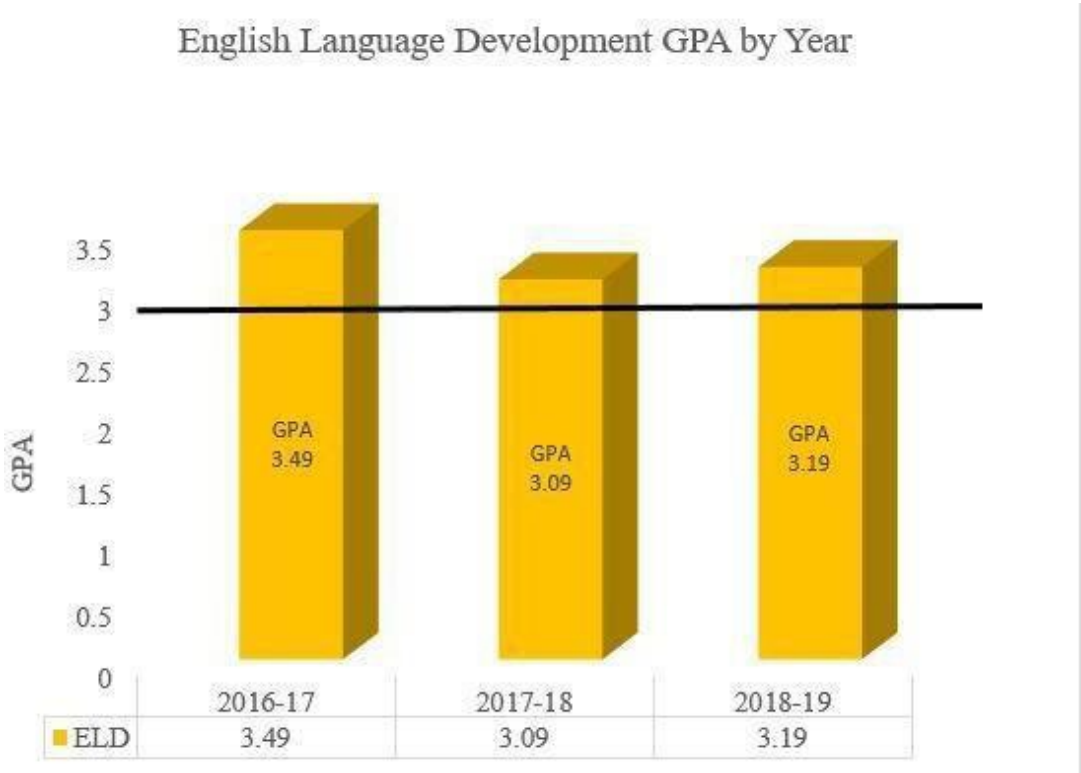

Since we implemented the MADE grading system for ELD students in the last quarter of the 2016–17 school year, ELD students have maintained a grade point average of 3.0 or higher. In the 2016–17 school year, ELD students had an average GPA of 3.49. During the 2017–18 school year, ELD students had an average GPA of 3.09, and so far in the 2018–19 academic year, they have an average GPA of 3.19.

As mentioned before, HCCS's schoolwide goal is to have an average GPA of 3.0 or better for all programs. While all of our programs have achieved this goal for the last three years, the high school students tend to have a higher GPA than the ELD students.

Below is a graph of the High School GPA by year for the past three academic school years:

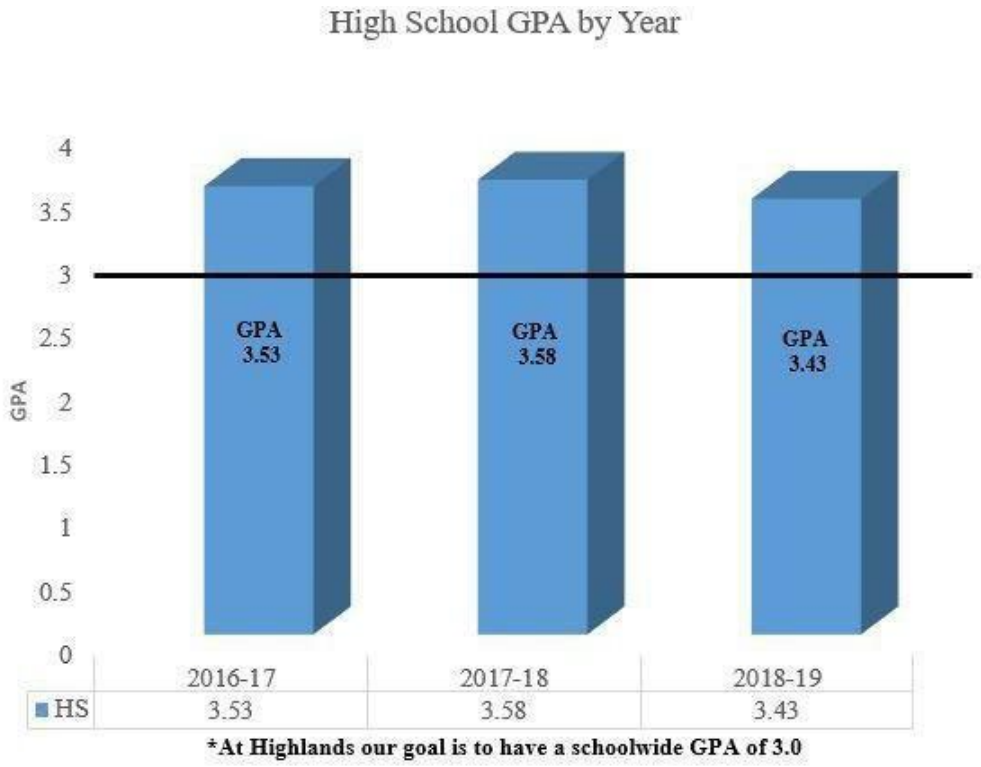

While the ELD students had an average GPA of 3.49 in the 2016–17 school year, the high school students had an average GPA of 3.53. For the 2017–18 school year, the high school students had an average GPA of 3.58 while the ELD students had a GPA of 3.09—a considerable difference at .49 GPA points. This year the difference in grade point average between ELD and high school students is declining with a smaller gap of .24 GPA points, where high school students have an average GPA of 3.43, and ELD students have an average GPA of 3.19.

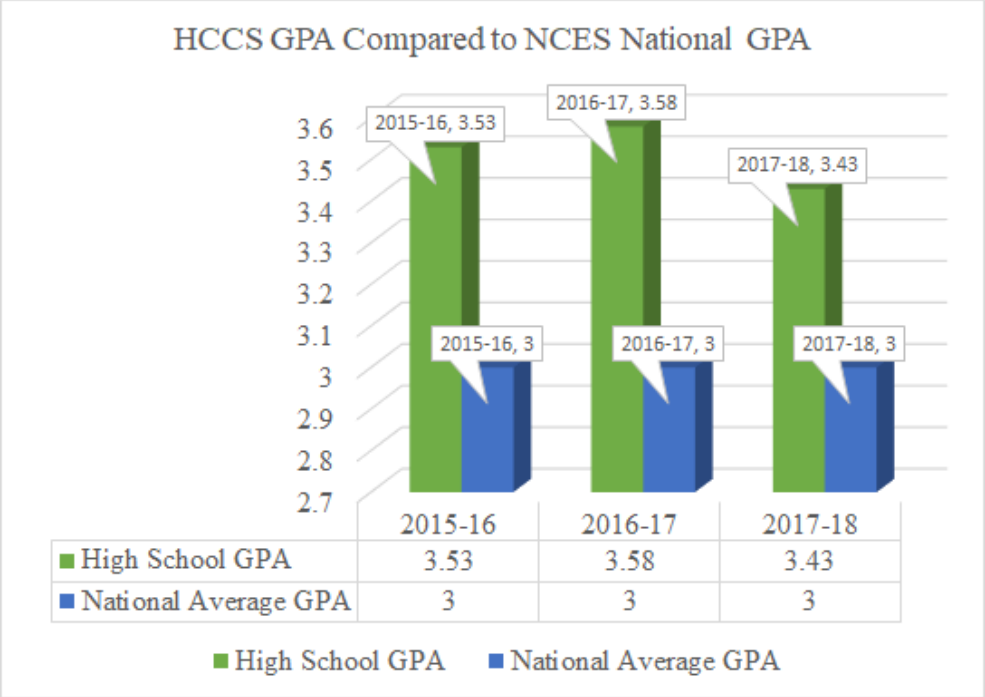

COAAPS Data

In 2016–17, HCCS applied for a Workforce Innovation Opportunity Act ("WIOA") grant and it was awarded for the 2017–18 school year. Then in 2017–18, we began creating EL Civics modules for the students and assessing them on the objectives. For the 2017–18 school year, we selected two themes based on students' greatest needs: community resources (DMV) and health (Healthcare). For the DMV packets, HCCS chose three relevant objectives related to Community Resources (DMV): Reading and Understanding Street Signs (Objectives 12.1, 12.2), Traffic Stops (Objective 12.8), and Citations (Objective 12.10). For Health packets, HCCS chose: Talking to a Doctor (Objectives 28.2, 28.5), Making Doctor Appointments (Objectives 28.4, 28.12), and Completing Medical History Forms (Objective 28.6).

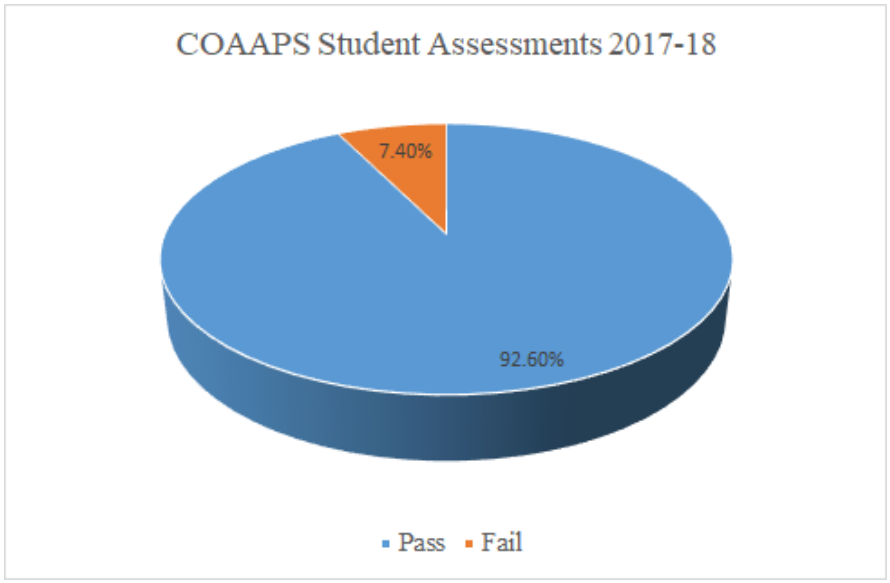

HCCS asked the ELD teachers to choose at least one of the themes based on their students' interests and needs. Overall, these EL Civics materials were taught in 32 classrooms: DMV was taught in 14 classrooms and Health was taught in 18 classrooms. A total of 756 students were assessed. Below is a graph that shows our student learning data for the 2017–18 school year:

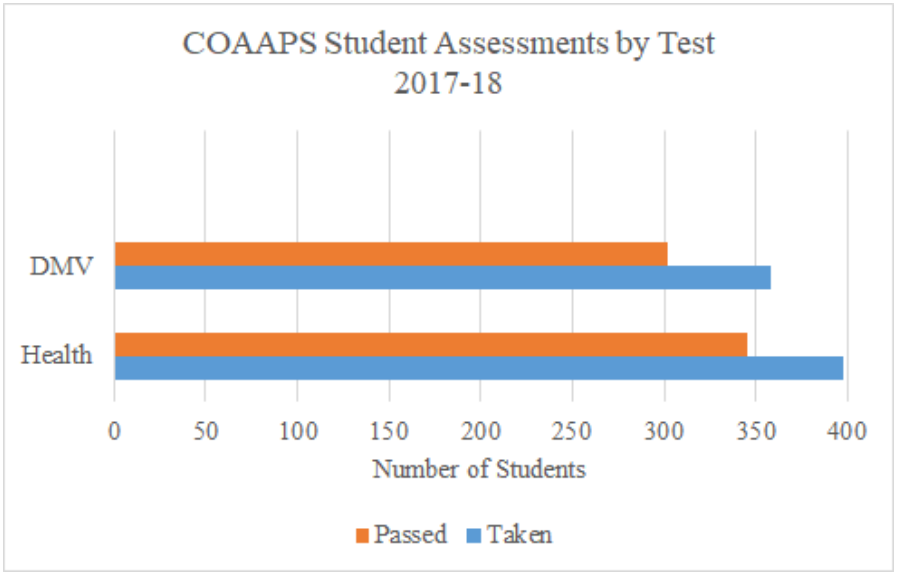

Of the 756 students who were assessed, 700 of them passed their assessment. Overall, 92.6% of our students passed while the remaining 7.4% of our students did not. Of the 756 students who were taught EL Civics, 358 students studied DMV and 398 studied Health. Our students did slightly better on their EL Civics Health assessments than on the DMV assessments, but overall our students did very well on both.

Promotion and Graduation

Below is a table that shows the number of ELD students who were promoted for the 2016–17, 2017–18, and so far in the 2018–19 school year in one or more of the following areas: reading, writing, speaking, or listening:

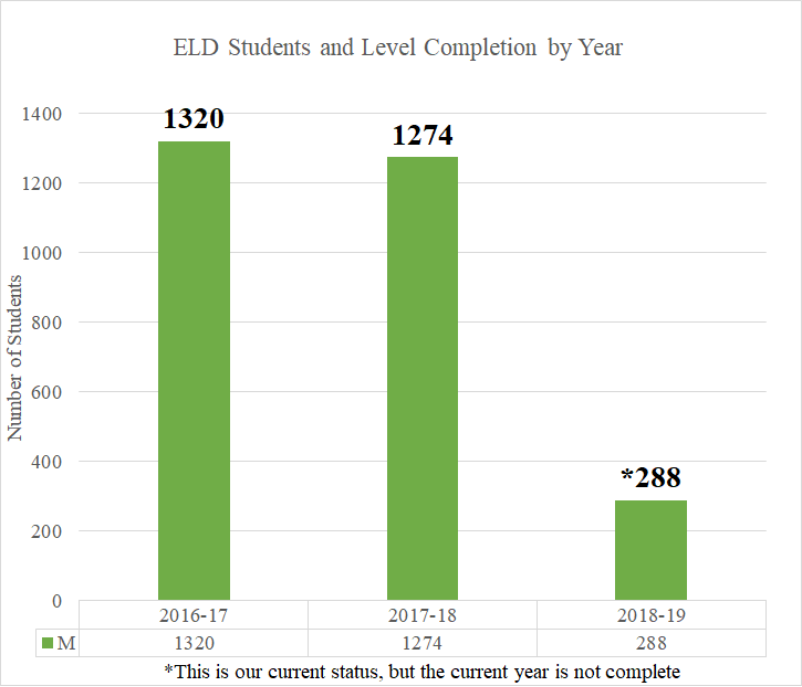

In the 2016–17 school year, 56% of the ELD students completed at least one level compared to 37% in the 2017–18 year, and so far in the 2018–19 school year 288 students have progressed at least one level. At the end of the 2016–17 school year, the grading system was introduced. It is possible that during the first quarter of grading, teachers were still learning to appropriately assign grades. That may have resulted in a high distribution of M grades compared to the 2017–18 school year. We are currently in the second quarter of the 2018–19 school year which explains the low number of M grades and ELD level completions.

High School Graduation Data

Rather than promotion, graduation is the best way to identify course completion for our high school students. At HCCS our graduation day is like a holiday worthy of celebration. It is the culmination of

years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma, and exit as a graduate. Since this happens on a very regular basis, we wanted to provide more than one opportunity a year for students to celebrate and "walk the stage." At HCCS we hold a graduation ceremony every summer and winter. Each year the venue has changed in response to graduation growth. Most recently, we held the Summer 2018 Graduation at The Center at Twenty Three Hundred, which is a venue that holds approximately 500 attendees.

Below is a graph that shows the number of high school graduates per year for the 2015–16, 2016–17, 2017–18 school years, and our graduation projections for the 2018–19 school year.

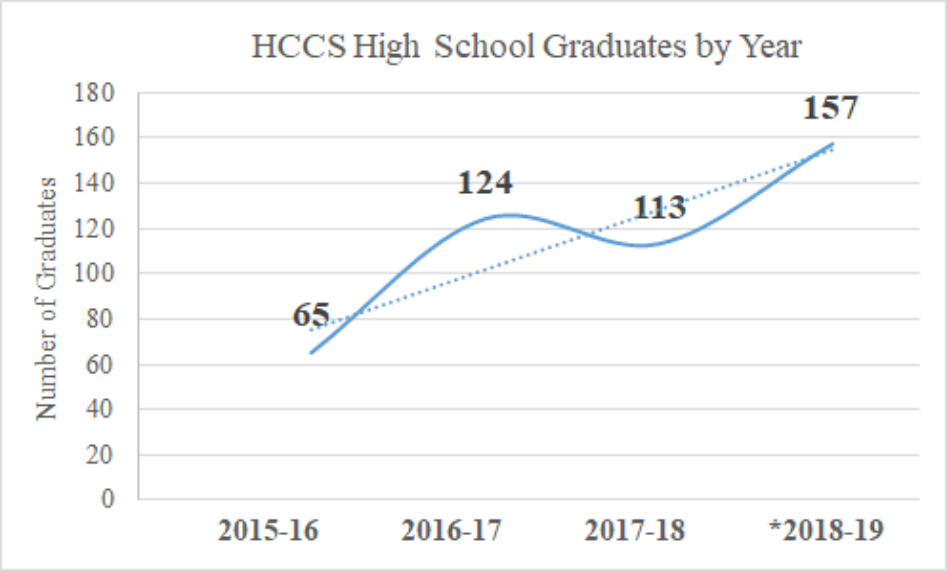

is *This projected for the 2018-19 school year based

The number of students who graduated from HCCS doubled each year for the first two years and has held steady at about 120 students for the past two school years. In the 2015–16 school year, we had 65 students graduate. There were 124 students who graduated in the 2016–17 school year, and 113 students who graduated in the 2017–18 school year. For the 2018–19 school year, we project that of the 350 students we have enrolled in high school, 157 will graduate.

Re-designation

At HCCS we want to ensure that we are providing our ELD students with all of the tools they need to achieve their goals. One way we do this is by transitioning our ELD students from our English Language Development program into our high school program and re-designating them as high school students.

To be re-designated from ELD to high school, each student should satisfy at least three of the following criteria: a minimum CASAS reading score of 225, CASAS minimum listening score of 225, a minimum CASAS math score of 220, a minimum ELD level 6 equivalent rubric score on the HCCS writing assessment, a minimum ELD level 6 equivalent rubric score on the HCCS speaking assessment, a minimum score of "approaching" on the student ELD portfolio rubric. A teacher recommendation may

take the place of an ELD portfolio if a student has not produced a portfolio of work. All new students, who have been in attendance less than one month, or incoming students should use the HCCS writing assessment requirement as one of their three criteria.

Below is a graph that shows the number of our ELD students who have entered our high school program by year:

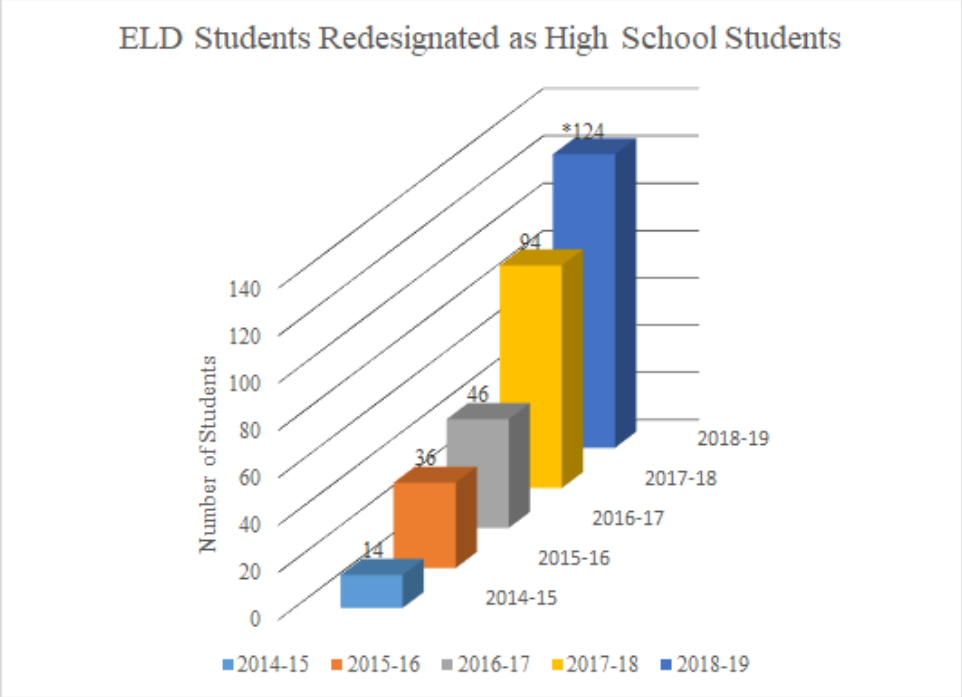

***For the 2018-19 school year this number is projected based on the trend and enrollment**

Since the 2014–15 school year, we have had a steady increase in the number of ELD students who have been reclassified from our ELD program to our high school program. We saw the biggest increase during the 2017–18 school year. So far for the 2018–19 school year, 31 ELD students have been reclassified as high school students. Based on that figure, we are projecting that 124 ELD students will reclassify by the end of the 2018–19 school year.

ELD Graduation Data

Similarly, we have seen a steady increase in the number of ELD students who have graduated from our high school program. From the 2015–16 school year to the 2017–2018 school year, the number of high school graduates more than doubled. Based on the 9 graduates in the first quarter for the current school

year, we project 36 students who began instruction at HCCS in our ELD program will graduate from High School this year.

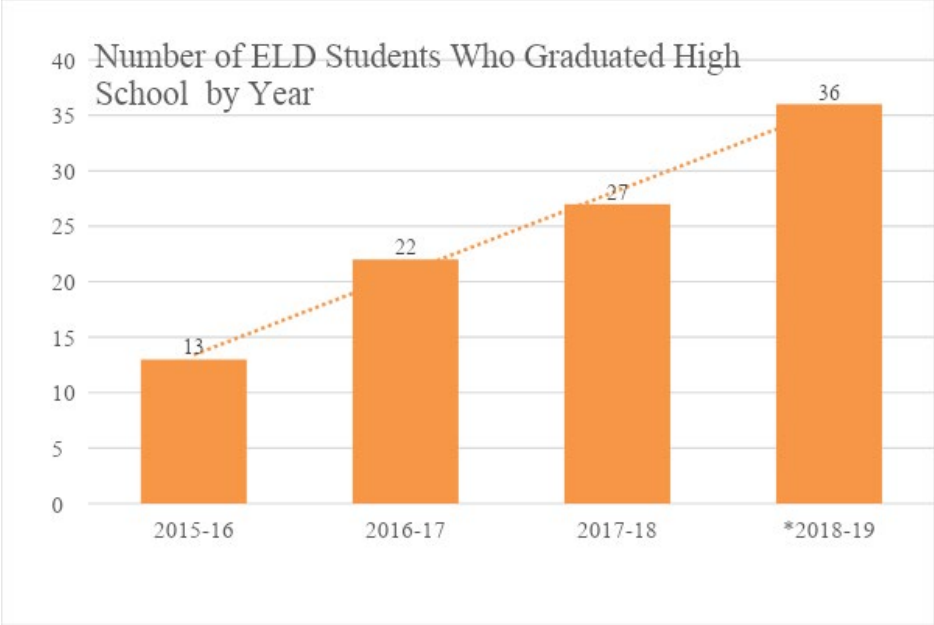

***For the 2018-19 school year this number is projected based on the trend and enrollment**

CTE Programs

HCCS recognizes the importance of a robust Career Technical Education program, especially for students who have been traditionally unserved. Programs have been created with our students in mind. We hope that our programs will lead to livable wage careers. Historically, we have sought to expand our programs based on student needs and interests. For example, when students were interested in entering the medical field, HCCS attempted to create a program that would allow students to gain knowledge and experience in that field. In addition to student needs and interests, HCCS has also looked at local workforce and regional plans to grow its current and future programs.

Community Partnerships

We know that our students have many needs and that we do not possess the resources to address all of them. For that reason, we have developed many community partnerships with other schools and organizations. Since we opened our doors in the 2014–15 school year, we have created 16 partnerships. Through these partnerships we have a wider reach in our community, and our students have increased access to the tools they need to achieve their goals.

External CTE Programs

We are pleased to have six internal CTE programs and two external CTE programs as part of our high school program at HCCS. We know that our students need more than English Language Development and a high school diploma; they need the tools and skills to get a living wage job. One way that we are able to offer state of the art training and programs is through our partnership with Asher College and Cosmo Beauty Academy. At HCCS we are pleased that a total of 1729 students have participated in our career programs, both internal and external.

Asher College

At HCCS we are proud to partner with Asher College, a vocational and trade school in Sacramento that opened in 1989 to provide hands-on training in medical, business, and information technology. Through this program, we are able to offer our students three information technology programs at no cost. These programs include A+ Information Technology, Medical Office Administration, and Office Administration, which includes Microsoft Office Certifications. Since we began our partnership with Asher College, 191 students have taken Microsoft Office and 208 have taken Computer A+ Tech.

Cosmo Beauty Academy

We are also proud to partner with Cosmo Beauty Academy (Cosmo), a vocational beauty school that offers cosmetology, esthetics, and manicuring programs. It first opened in 2007 in Sacramento and is accredited by the Board of Barbering and Cosmetology, the Bureau of Private Postsecondary Education, and the National Accrediting Commission of Career Arts & Sciences. Since we began partnering with Cosmo in the 2015–16 school year, 46 of our students have participated in their program.

Academic Support and Student Support Services

At HCCS we have the unique opportunity to work with adult learners who have faced many challenges and who require both academic and personal support in order to successfully meet their academic and career goals. Over the last five years, our students have demonstrated and communicated the things they need and ways they need to be supported. In response to our students' needs, we have developed several academic services and student support services. Academically, we support our students through our Career Success Center, ELD Navigators, library and reading services, and CTE programs and partnerships, as well as many other academic support services. Our student support services include homeless services, a free clothing closet, and a Civics 101: Rights and Responsibilities class presented by the District Attorney's Office. Our students have faced many academic and personal challenges throughout their educational journeys, and it is truly our pleasure to support them through our educational programs while they achieve their goals. We recognize that our students have many needs. While many of their needs are academic, some are personal. Our student-centered teachers, staff, and counselors interact with our students regularly to understand the areas where they need the most help. We want to improve our students' lives through our services. We have found that many of our students are unable to succeed in their classes when their basic physiological needs are not being satisfied. At HCCS we have created extensive academic and student support services to meet the needs of our student population.

Employment/Wage Gain Data

At HCCS we have contacted over 300 high school/CTE graduates and asked them about their lives and careers after graduation. Below is a pie chart that represents the percentage of high school/CTE graduates who are employed and/or in college and those who are not:

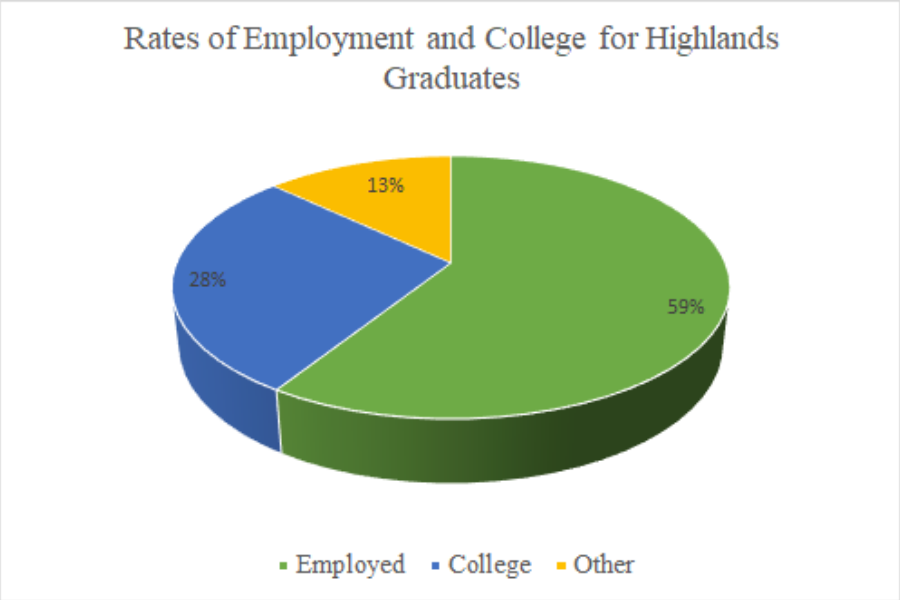

Of the students contacted, 28% are attending community colleges, state colleges, or private colleges while 59% are employed. The remaining 13% were unemployed or not pursuing further education. This means that of the students surveyed, 87% of our graduates are either working or are in college. At HCCS we pride ourselves on turning tax takers into tax payers and helping student create legacies where there may not have been any before.

In addition to employment rates and higher education, we have also collected information on wages. Part of our mission is to build new legacies leading to self-sufficiency and generational change. One of the ways we do this is through wage gains. Below is a graph that compares our students' average wage when they enrolled at HCCS compared to the average wage of our high school graduates.

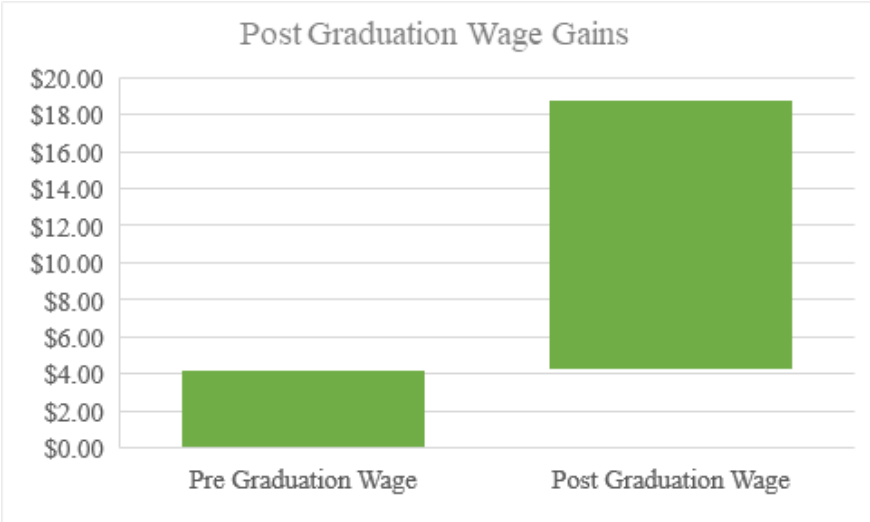

At HCCS our average graduate wage gain is $10.37 per hour post-graduation. When our students enrolled we documented their wages and then compared them to the wage they were earning after graduating from HCCS. This makes a direct impact on students' abilities to establish self-sufficiency. Our students' prior average wage was very low because many students had never worked or were relying on public assistance. Providing CTE training through the high school program enables students to earn livable wages upon high school completion. Some of our CTE programs, like Truck Driving, have a higher average wage upon completion due to the labor market for that specific occupation. The average wage for a truck driver upon completion of the program is $21.50.

Academic Support Services

Career Success

Our Career Success Center ("CSC") was created in the 2015–16 school year to review our students' resumes. Today we provide many services to our students in order to assist them with finding employment. We currently have four employees who work in our Career Success Center, including two Transition Specialists, a Student Engagement Liaison, and a Career Center Supervisor. The Career Success Center is located at our main campus on Grand Avenue and it's open from 8am to 3pm, Monday through Friday. In addition to our Career Success Center, our support staff organizes workshops and field trips. At our Career Success Center, we accept both walk-ins and appointments and we connect our students to the following services:

- Job fairs
- Job search
- Assistance with CalJOBS

- Application help
- Contacting employers
- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Expungements
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- One-on-one academic support

At HCCS our students have many goals, but all of them want to improve their lives. We support our students through academic and employment support. For our ex-offenders, we work alongside them to get their records expunged when possible. These services are available to our current ELD and high school students as well as our alumni because, At HCCS "it's never too late." At the beginning of the 2018–19 school year, we began tracking services provided at the Career Success Center, and so far this year, we have seen 191 students in the Center as well in workshops. Here is a breakdown of students using our services:

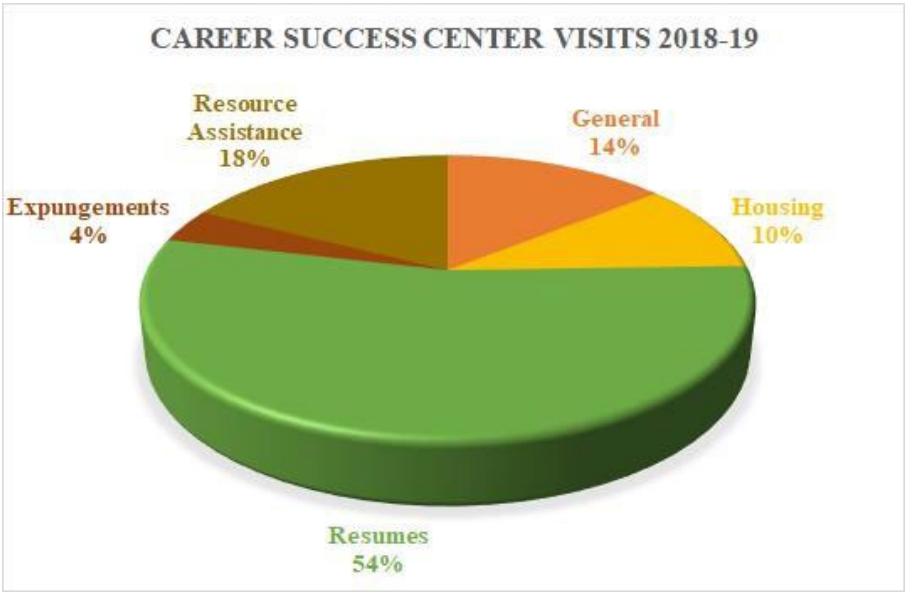

In July 2018, we began tracking our students' logins to our Career Success Center and workshops. So far this year, the majority of our students visiting the Career Success Center have needed help with their resumes or CVs, at 54%. Resource assistance was the next most common service with 18% of students needing help with resources. Resource assistance refers to resource outsourcing. When students need access to a service that we do not provide, we offer a referral to a partner or an organization equipped to assist our students. Around 14% of our students required general knowledge or support; students often have questions about the types of services offered at our Career Success Center. Next, 10% of our students needed help with housing services while only 4% needed support with expungements.

Expungements

Our expungement process begins at the Career Success Center. Our Career Success Center has employees who are experienced in the expungement process. We have forms and contact information to begin the process. Our staff collaborates with our students to ensure that all of the steps are followed. We will even attend court with our students. We have had many students go through the process and clear their record of DUI's, narcotic offenses, property offenses, and many other criminal cases.

ELD Navigators

At HCCS we have amazing programs and opportunities for our students, and we want to ensure that every student understands all of the services that we provide. We currently have and students who speak over 39 languages, there have been some barriers to clear communication. In October 2018 we extended our counseling services to include ELD Navigators. Our Navigators serve a critical role by communicating with our ELD students and providing academic and career support. This program was developed to ensure that all of our students at HCCS have access to all of the community resources, school activities, and support that they need. Our Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and they travel to all of our campuses to present our school's services and programs. Since we've implemented this program, our Navigators have presented in 13 classrooms at eight of our sites. Following their site presentations, our ELD Navigators work one-on-one with our ELD students (in our students' native languages) to address their individual needs.

Library Services

We started our library in September 2016 to provide books to our students. We started the library by taking book donations from various resources throughout Sacramento. When we first started our library, we only had 100 books. Our vision was to have a library conveniently located at our main campus where students of all reading levels could borrow books. Today, we have over 1500 book titles logged into our library system using Book Retriever. We have approximately 15 teachers and 130 students regularly utilizing our library resources. Additionally, we provide access to our books through our Mobile Library, a repurposed RV, which delivers both clothes and books to our off-site locations. We currently have 50 books in the Mobile Library, and more than 300 books are being stored for future off-site delivery. Through the mobile library service we hope to significantly increase the number of teachers and students using our library services.

Reading Services

At HCCS most of our students enroll into our high school program at a remedial reading level and need to improve their reading and literacy skills in order to complete their diploma. Through CASAS reading assessments and teacher recommendations, we realized that our students desperately needed academic

support in this area. In the 2015–16 academic school year we implemented two supplemental reading classes for our high school students: Reading Skills I and Reading Skills II. These classes introduce the Systematic Instruction and Phoneme Awareness, Phonics, and Site Words (SIPPS). SIPPS is a foundational reading program that builds reading skills and improves reading comprehension. It is designed for students who struggle with decoding. This program is used as a tool for intervention and assists teachers in helping remedial readers at the K-12 reading level. This class is treated as an elective class and lasts for six weeks. Students could earn up to five credits over the duration of the course. After six weeks of the class, the majority of students showed gains in confidence and in reading level. Students also showed improvements on the Slosson Oral Reading Test. Some students remained in the reading skills class to finish their five credits, and others moved on to complete academic credits. Some students who needed more reading improvement continued in reading skills, moving on to part II.

Then in the 2017–18 school year, we re-evaluated our high school reading program. We realized that we had many high school students struggling in their classes as a result of their reading level, so we decided to expand our remedial reading services. The idea was that if students could improve their reading comprehension, then our other academic high school classes would become more accessible to them. We hired a Reading Specialist in order to help tackle this task. The Reading Specialist travels to our high school sites and works with both individuals and groups who need remedial reading support. Our Reading Specialist has also created a curriculum to combat low literacy. It is focused on: decoding, fluency, spelling, and reading comprehension. We hope that by providing additional academic support to our remedial high school readers, they will have one more tool to succeed and achieve their goals.

Student Support Services

Positive Direction

Positive Direction is a student group that meets weekly at lunch. During this student group, lunch is provided to our students at no cost to them. The primary purpose of this group is to provide our students with strategies for managing stress. This is also a place where we provide tools to our students to help them overcome barriers. It is a confidential place where all of our students are welcome. In addition to managing stress, weekly discussions focus on improving interpersonal communication skills and nurturing healthy relationships with friends and family. Other topics of discussion include time management skills, study skills, and active listening. Finally, the group also addresses personal issues our students may have, such as coping skills for dealing with anxiety, depression, and past trauma. At HCCS we know that our students have overcome many challenging obstacles before enrolling, and we want to ensure that we are supporting the whole student.

Homeless Services

One of the obstacles that many of our students face is homelessness. While only a small percentage of our students live in shelters, in cars, or on the street, many of them are in transitional or short-term housing, staying with friends or family, or sleeping on couches. To address this need, we created a Homeless Services program as part of our student support services. Through our Homeless Services program, we serve our homeless student population though prevention, early intervention, and emergency support. We coordinate and collaborate with other agencies to connect our students with emergency, short-term housing (such as shelters) and long-term housing solutions. We work in conjunction with Sac Steps Forward to find housing placements and to meet the needs of our homeless students. We believe that by helping our students secure safe housing they can focus on meeting their educational and career goals.

Clothing Closet

One of the services we are very proud of is our Clothing Closet. We began working to open our Clothing Closet in March 2017 to provide our students with free, gently used, professional interview wear for our students with job interviews. In April 2017, we had our grand opening. When we started, we had open hours every morning, at lunch, and an hour in the afternoon. To get things started, our staff and teachers went through their closets and donated everything they could part with. One of our high school students volunteered to wash, dry, hang, and organize all of the donations. Upon her graduation, that student was hired at HCCS and continued to work in that capacity. Although the primary goal was to collect work attire, we accepted every type of clothing, even children's clothes. As the closet grew, we began receiving requests from students for additional products such as diapers and toilet paper. Although our primary goal is to provide clothes, we will take any student request. We frequently receive notifications from our students about household items, strollers, and furniture that our students need. Our students at Grand Avenue were very happy with the service, but due to the limited transportation and mobility of our off-site students, they were unable to access our Clothing Closet. Therefore, in September 2017, we purchased an RV to mobilize our closet and provide access to our students at our off-site locations. Since we started the Clothing Closet, we have served approximately 1800 of our students at 11 of our locations. For many of our students, their inability to purchase professional clothes was a barrier to employment and to ultimately achieving their goals. This is one way we are able to meet some of our students' immediate needs and support them while they actively take steps to improve their lives.

District Attorney's Office: Rights and Responsibilities

In March 2018, we began partnering with the Sacramento County District Attorney's Office, Sacramento County Sheriff's Office, Sacramento Police Department, County Code Enforcement, and the Sacramento City Attorney's Office to provide Civics 101, Rights and Responsibilities to our ELD students. Most of our ELD students are immigrants and refugees who are new to the United States. The class provides an overview of essential laws and practices that protect immigrants in the United States and covers the following topics:

- The First Amendment and the right to assemble peacefully
- The Fourth Amendment and the right to privacy from government intrusion
- The Fifth Amendment and due process
- The criminal justice system in the United States
- Renters' rights and legal actions
- Police and community partnerships
- How to interact with a police officer
- Laws in the United States
- Traffic laws, traffic stops, and citations
- Reporting crimes and emergencies
- When to call 9-1-1 and how to report a non-emergency
- Educational systems, compulsory attendance for K-12 students, and truancy
- Using public transportation (busses and trains)
- Neighborhood watch and community safety

Last year this class was taught in English and translated into six languages. The class will begin again in November 2018 and will be taught through April 2019. We expect 1580 of our ELD students to complete the class in the 2018–19 school year.

Citizenship

Since 2015, we have served more than 400 students in our Citizenship Preparation classes: 387 of them in the last three years and the 25 who are currently enrolled. In this class, our foreign-born students study and learn how to complete the N-400 application for naturalization and prepare for the United States naturalization interview. Since the interview has two components, Civics and English, the course covers the requirements for both. In Civics, our students learn the principles of American democracy and American government, and their rights and responsibilities as citizens. Our students practice reading, writing, and speaking in English while they role-play and prepare for the interview. Throughout the class, students also have access to legal advising through our community partner, Opening Doors. Below is a graph that shows the number of students who completed the citizenship class and became naturalized, obtaining legal US citizenship through our classes:

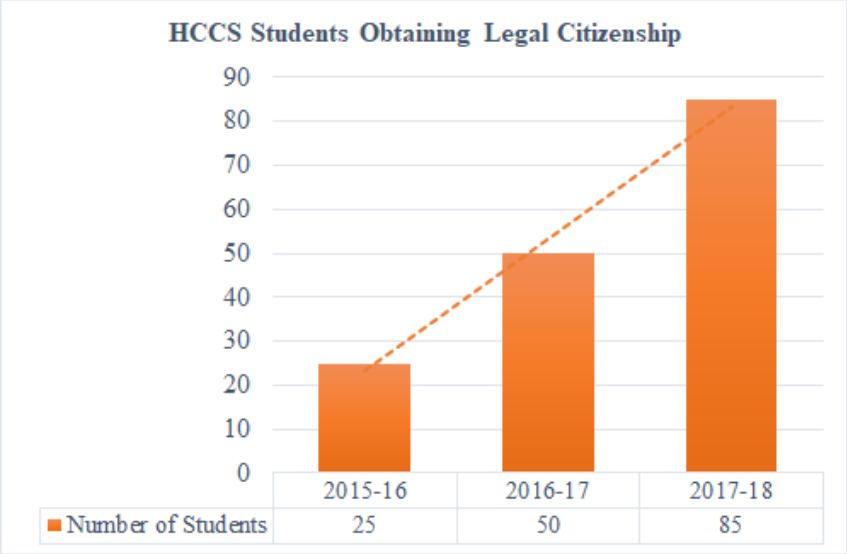

Since we started offering citizenship classes through our ELD program, the classes have grown each year. We have had over 400 students enrolled in our classes, but not every student completes the application or has the interview immediately following the course. Above is the data for our students who completed the process immediately following the class. In 2015–16 which was our first year offering the class, we had 25 students become legal citizens. That number doubled to 50 in the 2016–17 school year. Then in the 2017–18 school year, we had 85 students become naturalized legal citizens. For the 2018–19 school year, so far we have had six students become legal citizens. Since we started, that is a total of 166 HCCS students who have become legal citizens through the support of our classes.

At HCCS we are not only proud of the number of students who have become citizens, but we are also very proud of our students' pass rates. The national average is 91% and at HCCS our pass rate is 98%, seven points higher than the national average. With the success of this program, we have decided to

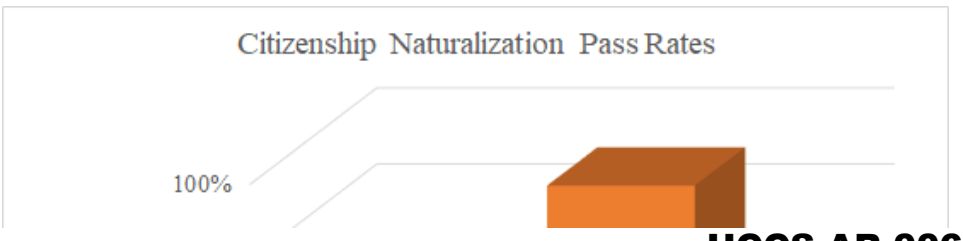

expand it for the 2018–19 school year with additional teachers teaching the course and at more of our off-site locations.

Field Trips

At HCCS our teachers, students, and staff value getting authentic community experiences and actualizing their classroom knowledge in real-life situations. This is reflected in our Local Control Accountability Plan ("LCAP") data and budget. Every year, teachers take our students on engaging and educational trips outside of their traditional learning environments. Past field trips have included:

- Sacramento's State Capitol
- Sacramento Public Libraries
- A tour at Raley Field
- Sacramento River Cats baseball game
- Sacramento City College information sessions
- Resume workshops
- A 4th of July fireworks display in Old Town Sacramento
- The Crocker Art Museum
- Sutter's Fort and the State Indian Museum
- Career fairs
- The Sacramento History Museum
- Lighthouse Charter School
- Mission North Park
- A parenting class hosted by UC Davis' MIND Institute

Hundreds of our students have benefited from these field trips, and they have greatly contributed to our students' learning, cultural awareness, and community involvement and participation. Below you can see a previous ELD Conversation Club at the State Capitol:



Student and Staff Satisfaction Surveys

At HCCS we want to ensure that we are meeting the needs of both our students and staff. In order to understand what we are doing well and where we need to improve, we utilize student and staff satisfaction surveys.

Student Satisfaction

Every year as part of our LCAP we conduct student satisfaction surveys to measure connectedness, student learning, how students view staff, courses, and course materials. The following student satisfaction data is from the 2017–18 LCAP. Of our students, 726 responded in the student satisfaction survey, and the following graphs represent student feedback.

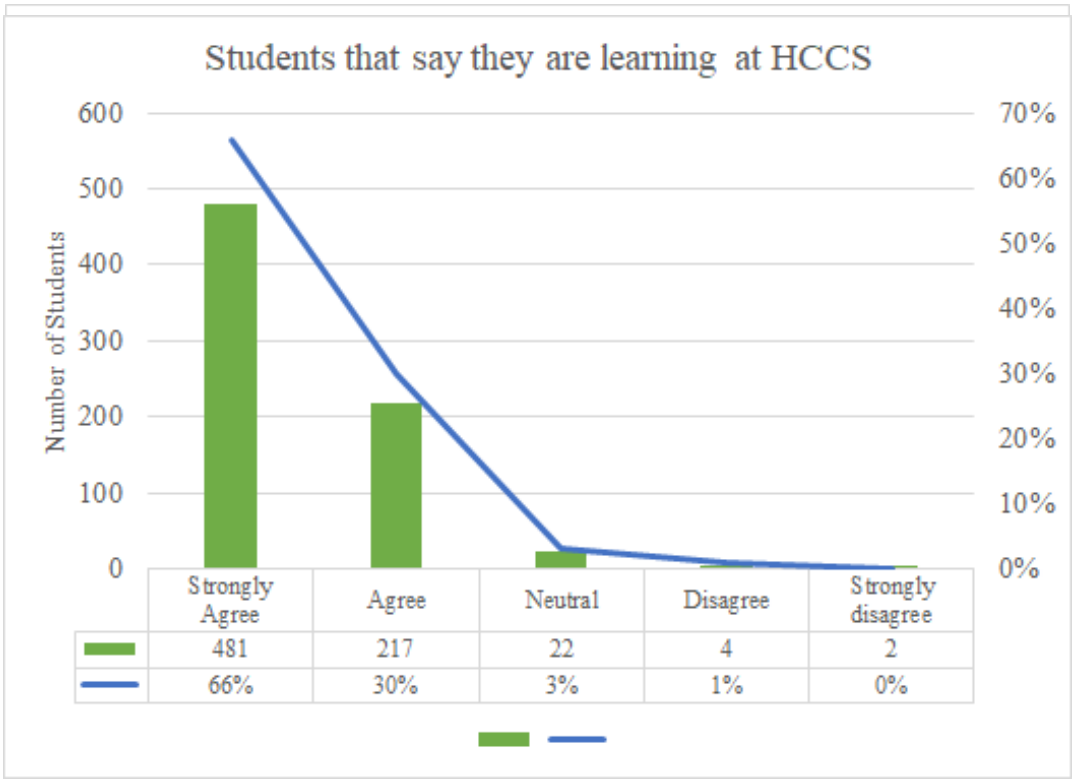

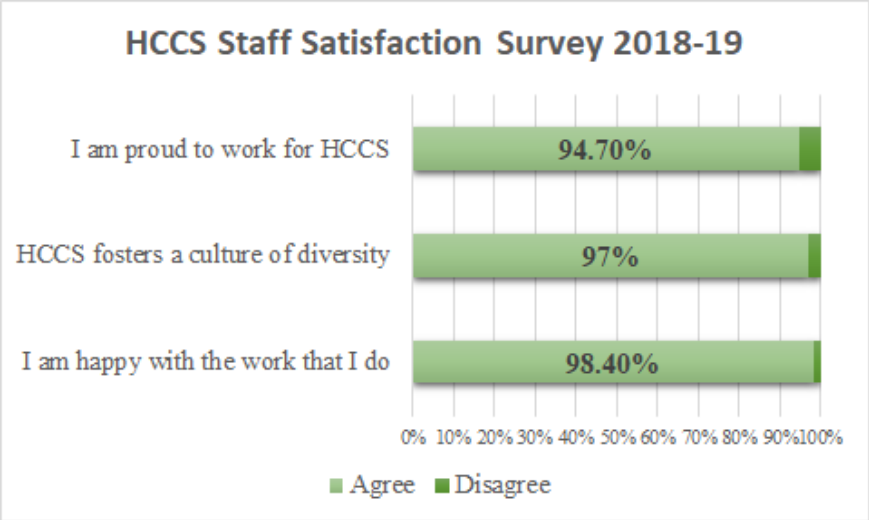

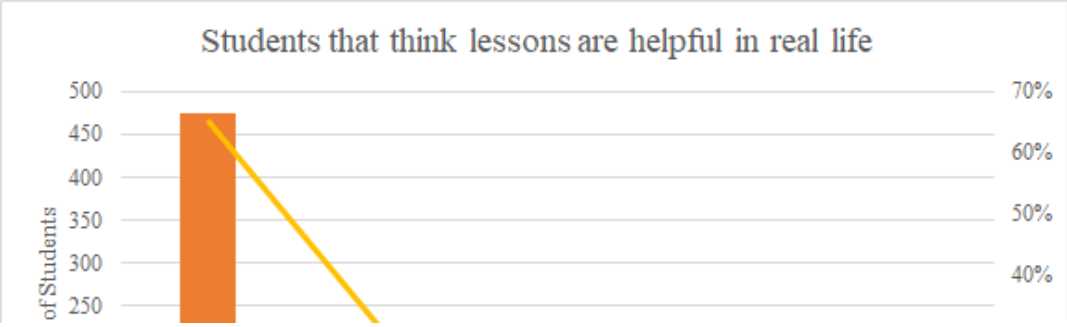

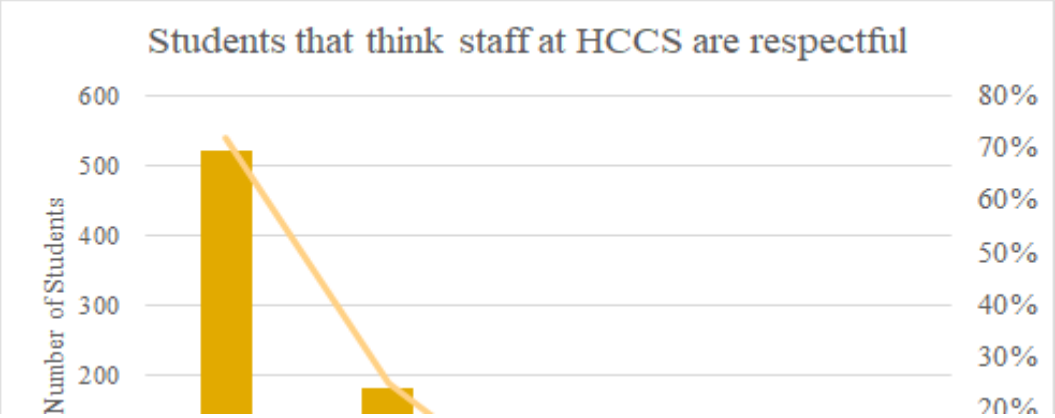

Staff Satisfaction

During the 2018–19 Staff Satisfaction Survey, 130 of our 154 staff were surveyed. The results reflected are the opinions of the 84% of our staff who participated. Of our staff who participated, 98.4% said that they either strongly agree or agree that they are happy with the work that they do while 97% of our staff agreed that we foster a culture of diversity and 94.7% said that they are proud to work for HCCS. Areas where we need to improve are related to technology. Of our staff surveyed, 66.2% said that technology issues are addressed in a timely manner, and 67% agreed that our Information Technology Department was open to employee ideas and suggestions. These surveys are essential to understanding our staffs' needs, and we look forward to improving our school and our staff experience and improving our Information Technology

Department.

Challenges

We started HCCS in 2014 in response to the unmet educational needs of adults in our community. On our first day of classes, we started with 7 students and one site, and today we have 2,050 students enrolled and a total of 24 sites. We have grown very quickly, legitimizing how important we are in the communities that we serve. At HCCS we do our best to respond to the needs of our community. We have worked to adapt to the changing needs of our students as our student demographic has shifted from primarily serving ex-offenders in high school to serving immigrants and refugees in English Language Development/Citizenship and high school/CTE. Although we have many points of pride, primarily the success of our students, we recognize that as a school, we have areas where we need to improve.

At HCCS we have faced some obstacles in consistently implementing CASAS pre-tests and post-tests for some of our students at our satellite locations. We have experienced significant growth each year, and we have opened many new sites, which has created the need for a significant level of additional test proctors, computer technology, and internet access to maintain testing consistently. CASAS testing is a standard practice for most schools serving adults in California, it is mandated by WIOA that CASAS assessments are reported for adult participants, and it is one of our standard assessments; therefore, it is imperative that we improve our CASAS assessment practices. At HCCS we have made a significant organizational commitment to improving our testing practices schoolwide. We have increased the number of administrative staff, proctors, and teachers who are CASAS trained, and over the last two school years, we have hired five additional proctors as well as a Lead Proctor. All of our clerical administrative staff are currently CASAS certified. We are currently implementing a new CASAS testing schedule to ensure that new students are tested each week at our satellite sites as part of their enrollment process and our proctor's CASAS schedule is going to ensure every site is retested every six to eight weeks.

At HCCS we are accountable to the California Department of Education to ensure that our students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and in many ways fail to understand the needs of alternative students. As a result, California Department of Education recognized alternative accountability measures for alternative schools. In March 2015, we adopted the Alternative Schools Accountability Model (ASAM) and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, we have been accountable to the California Department of Education and adhered to the indicators set forth by DASS.

1.3: HCCS Target Student Population

At HCCS our school's target student population is adults who are 22 years and older without a US high school diploma. We specifically serve adults who have been unserved by the traditional educational system in the United States. This includes students who have been unable to complete high school such as young parents and ex-offenders. It also includes English Language Learners such as immigrants and refugees. Our demographic data shows that we have students from 71 countries. The ten most represented countries at HCCS are Afghanistan, Mexico, United States, Ukraine, Russia, China, Vietnam, Syria, Moldova, and El Salvador. Women make up 65% of our student population At HCCS and men make up the remaining 35%.

We have two programs: high school and English Language Development. Career Technical Education (CTE) is part of our high school program and Citizenship is part of ELD program. Our ELD students are classified as elementary education students and are placed into either first or second grade. Our lower level ELD students are categorized as first graders while our higher level ELD students are considered second graders. All of our high school and CTE students are enrolled into grade 12.

Interests

Our students come to HCCS because they want a better life; they want to learn or improve their English; they want to continue their education; or they want a job. At HCCS our students have varied interests and goals. Some of them want to complete our English Language Development program to participate in our community and help their children with homework, while some of our ELD students want to improve their English enough to complete our program and then go to high school and on to college. For our high school students, their interests vary as well. Some of them want to graduate high school and a CTE program. For others, they want to finish high school and then move on to college or a career path. No matter their ultimate goals, all of our students come to HCCS because they want a better life for themselves and their families, and it is our pleasure to support them.

Backgrounds

At HCCS our student population is diverse and so are our students' backgrounds and stories. However, there are some similarities that our students share. Over 90% of our students qualify as socioeconomically disadvantaged.

Our refugee students are primarily from Afghanistan, Syria, and Iraq. Men from Afghanistan tend to have a stronger educational and employment background than women and have higher literacy rates. Men also tend to score higher on our initial assessments in reading, writing, speaking, and listening. Many of the men from Afghanistan were engineers who worked with the US Army and were granted a Special Immigrant Visa because their lives were in danger after working with Americans. This also results in Afghan men having higher fluency in English than women, on average. The majority of women from Afghanistan were stay-at-home mothers, even those who graduated from a university. Most of the women from Afghanistan completed some primary education; although, many are illiterate in their first language, and some had never attended school before coming to HCCS. This is especially true for the women from the rural Southwestern regions of Afghanistan where Pashto is spoken.

Our high school and CTE students come primarily from two groups. Most of them are from the United States with the majority of that group being native to California. These students have a variety of backgrounds from race and ethnicity to academic and behavioral backgrounds. The other main group of

high school students are students who come directly from our ELD program. Our students who have attended high schools in the United States had to leave school for many different reasons. Some had to leave to work and contribute to their families at home. Others were suspended or expelled and asked not to return. There were others that left because they found school too difficult or boring. Our ELD students who come to the high school and CTE programs often have different reasons for completing a high school or CTE program. Many of them already have at least a high school diploma from their home country, but they need a United States high school diploma to develop their lives and careers or further their education. There are some ELD students who have very little education from their home countries as well. These students take ELD classes and blossom into students who believe they are capable, and they move on to high school/CTE.

Student Challenges

Our student population is unique and our students face many challenges. The majority of our students are socioeconomically disadvantaged and lack access to reliable transportation, computer technology, and childcare. Below is a graph that shows our students who are eligible for free or reduced lunch:

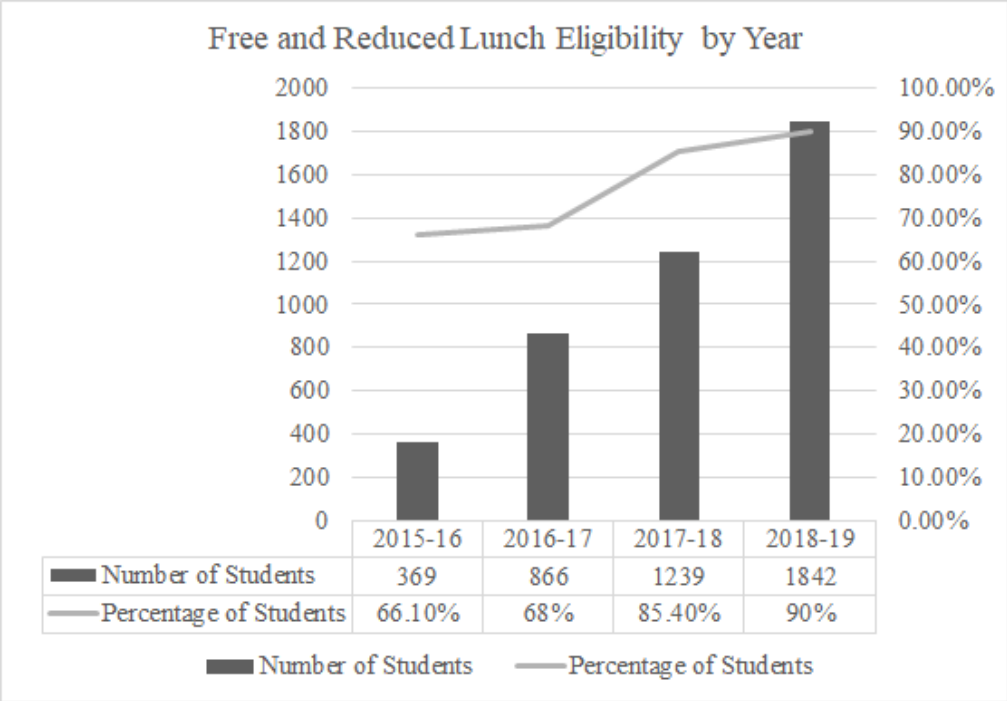

Our free and reduced lunch eligibility has been tracked in CALPADS over the last four school years and shows that since we first started tracking in the 2015–16 school year, our socioeconomically disadvantaged population has grown both numerically and by percentage of our population. In 2015–16 it is documented that we had 369 students who qualified for free and reduced lunch. Then in the 2016–17 school year, the number increased to 866. In the 2017–18 school year, that number increased by 473 to 1329. In 2015–16, 66% of our students qualified for free and reduced lunch, and we currently have 1842 of 2050 or 90% of our student population qualifying. This data indicates that each year we are serving more students who require access to services.

Many of our students have struggled with addiction, homelessness, and the social-emotional impacts of those and many other challenges. Some of our students are ex-offenders. Our students who have been incarcerated face a great deal of adversity re-entering school and trying to find employment and often lack the educational skills they need to succeed in an academic setting. These students are often deficient in academic skills and require remedial courses. Below is a graph that shows the number of homeless students at HCCS:

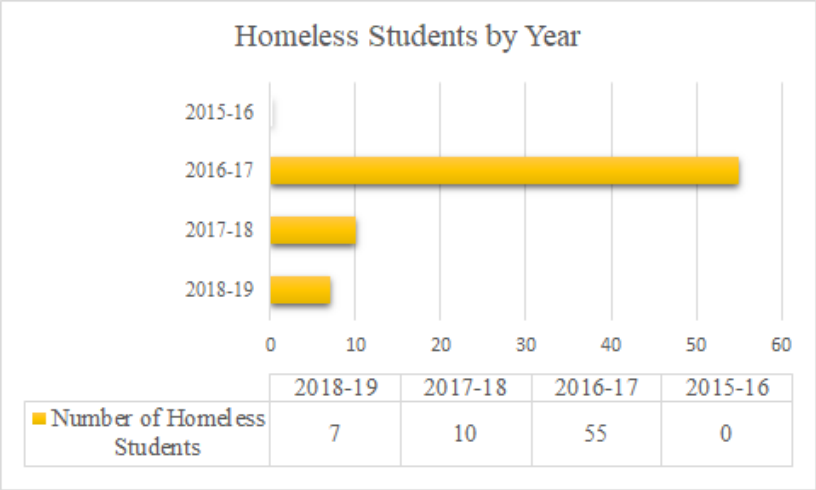

Because of the social stigma associated with homelessness, it is often underreported by students. There is also the critical issue of defining it. For our reporting purposes, we consider a student to be homeless if they are living on the streets, in shelters or cars, or in a temporary living situation without a fixed address. Many of our students who are temporarily staying with friends or family until they can "get on their feet" do not report that they are homeless.

Many of our students also lack access to many basic items such as food, clothing, diapers, books, and school supplies. Our students are also very busy and have a limited amount of free time. Our students are often adults with families, and many of them are employed while juggling several responsibilities.

Our refugee population also faces many challenges. Many of these students come to the United States with very low English fluency, some of whom lack literacy in their first language. Below is a graph that shows our students' average level of education by country:

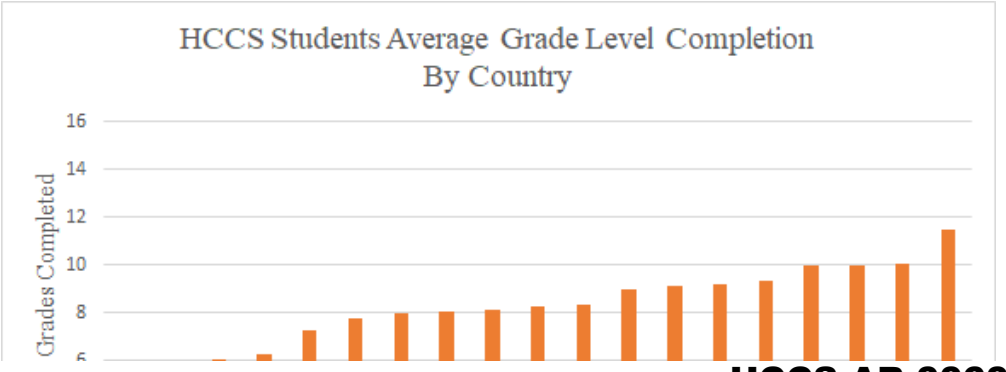

All of our students come to us with a different level of education, but this is the average level of education of our students by country. It includes students in both our ELD and our high school programs. Our refugee students from Syria and Afghanistan tend to have the lowest level of education on average while our students from Kazakhstan, Uzbekistan, Moldova, and Belarus have the highest average level of education. It is also important to consider that these are averages. Many of our immigrant and refugee students have no formal education, yet some are college graduates. Below is a graph that shows our students' level of education by country and gender for our refugee populations:

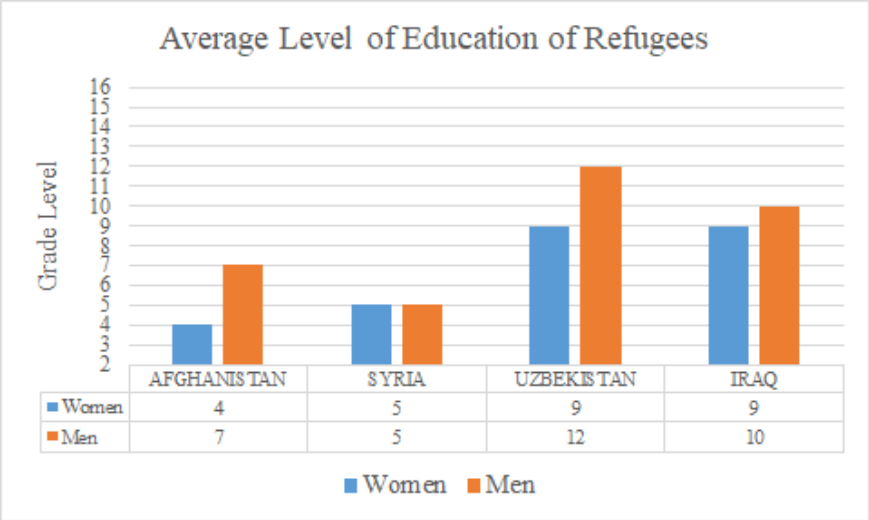

At HCCS the majority of our students are English learners. In fact, of the 2,052 enrolled, 1767 qualify as English Learners. Of those students, we have more students from Afghanistan than any other country, and the majority are women. As depicted in the graph, women from Afghanistan come to us with very little formal education. This change in our demographic has led us to increase the number of ELD literacy courses and beginning ELD courses to meet the needs of our students. Both men and women from Syria have very little formal education with an average grade level completed being five years. For our students from Afghanistan and Syria, it is imperative that we provide them with literacy tools because many of these students lack literacy in their native language. Our students from Uzbekistan and Iraq tend to have higher levels of education on average. In Uzbekistan women have an average of 9 years, while men have an average of 12 years. In Iraq women also have an average of 9 years and men have an average of 10.

These students not only struggle with language fluency, but also adapting to the new customs, culture, and meeting their basic needs. The majority of our refugee students depend on the Department of Human Assistance for financial support while they transition from being unemployed to being employed. Many of them also have very large families and struggle to find childcare.

In response to our students' needs and the challenges they face, we provide the following services:

- Free bus passes to our students for each day of attendance
- Access to computers and computer labs

- Free play care for potty-trained, non-school-aged children at Grand Avenue, Maple/St. Rose, Holy Cross and coming soon to Capitol Christian (children must be potty-trained and be up-to-date on immunizations)
- A clothing closet at Grand Avenue and a mobile clothing closet that provides free, gently used clothing to our students
- A small food pantry where students can get free shelf-stable food
- A Homeless Services Program who connecting students to community resources
- A library at Grand Avenue where students can get books
- Counselors who assist students with both academic and personal advising
- Free basic school supplies for all of our students
- A Career Success Center where students can get help with resumes and applications
- Literacy support and remedial reading classes
- ELD Navigators who help our ELD students transition into high school and CTE
- Citizenship classes
- Supplemental services to our students through our community partnerships and external CTE programs such as Asher College and Cosmos Beauty Academy
- Student support groups

Exclusive Partnerships

One way that we meet the needs of our students is through community partnerships. We have exclusive partnerships with Greater Sacramento Urban League (GSUL), Opening Doors, Asian Resources, Inc. (ARI), and Bach Viet. Our partners work to improve educational and employment opportunities in underserved urban communities to enhance the workforce and the local economy. At HCCS we provide instruction to students exclusively in partnership at no cost to our partners or our students. Our partners notify students about opportunities to participate in our program and provide students with details of the terms required for participation. Through these partnerships, we are able to reach more students and have a larger community impact.

Workforce Innovation and Opportunity Act

In 2014, the US Department of Labor signed the Workforce Innovation and Opportunity Act (WIOA) into law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs. At HCCS we applied for a WIOA grant and received one for the 2017–18 school year and for the 2018–19 school year. We have used this $360,000 grant to fund positions such as the Reading Specialist and test proctors to assist our students in literacy and testing. It provides us additional funding for technology. Last year, we purchased 330 laptops, laptop carts, and computers. This year, we plan to purchase 650 computers. Through our exclusive partnerships and funding, we are able to support our students where they truly need it most: through reading support, assessment, and access to technology.

HCCS complies with Ed. Code 47605.1(f)(1) which requires our charter school provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.), now known as WIOA. All students may only be admitted under the terms of an exclusive partnership agreement. These partnership agreements have a requirement that students must not qualify for WIOA youth services, which inherently limits students to 22 years of age or older that we may collect apportionment funding.

Under Education Code 47605.1(f), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

1.4: Five-Year Enrollment Rollout Plan

Enrollment Rollout Plan						
		2019–2020	**2020–2021**	**2021–2022**	**2022–2023**	**2023–2024**
ELD	**1**	1481	1721	1981	2282	2643
	2	112	130	150	172	199
High School	**12**	258	299	344	396	458
	Total	**1850**	**2150**	**2475**	**2850**	**3300**

Goals and Philosophy

1.5: Alignment of Educational Program with Vision/Mission with Student Population

Motto: It's never too late!

Vision: Our vision is to eradicate educational inequality.

Mission: We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.

Schoolwide Learner Outcomes:

1. Students will demonstrate measurable achievements each term through assessment.
2. Students will make progress toward their career goals.
3. Students will use technology to communicate for personal and academic use.

Our motto is "It's never too late" because at HCCS it isn't too late for our students to achieve their goals. It isn't too late for them to learn English, get a high school diploma, complete one of our career technical education programs, or to start a career. Our students are adults who do not have a US high school diploma and are 22 years old and older. Our students come to us from all over the world and for many of them HCCS is the first school they have ever attended. We support and encourage them that no matter what their educational background is or where they are from, it isn't too late for them to build a better life

and future for themselves and their families through our English Language Development and high school/CTE programs.

At HCCS our vision is to eradicate educational inequality. We believe that education is a human right, and we recognize that there is inequality in systems of education not only in our community but also in our country and around the world. There are many factors that contribute to educational inequality. Among them are country of origin, social class, family history and values, and gender. Our students are primarily from economically disadvantaged countries, communities, and families. Our vision is to end inequality for the people who need it the most: those without access to English, good teachers, classes, programs, schools, and technology. We understand the need for equity in education, and we are passionate about our vision and creating equal access.

Our mission states that we are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change. At HCCS we are truly a diverse community of staff, teachers, and administrators who are advocates for social change. Our student population is comprised of educationally unserved adult students 22 years old and older without a US high school diploma. Our students are non-native English speakers, immigrants, refugees, the socially and economically disadvantaged, students who have been unserved by the traditional educational system, marginalized groups, ex-offenders, and community members who have been displaced by traditional schools. Although we recognize that our students have many unmet needs, we concentrate our efforts on four critical areas: education, technology, communication, and career readiness. At HCCS we have developed excellent relationships with our community members and other community organizations. Currently, we have 18 community partners who work diligently alongside us to support our students. We believe that by providing access to education and employment, our students are empowered with the resources to become self-sufficient problem-solvers who can break generational cycles of poverty.

At HCCS we have three Schoolwide Learner Outcomes. Our first is that students will demonstrate measurable achievements each term through assessment. Our second is that students will make progress toward their career goals. Our third and final outcome is that students will use technology to communicate for personal and academic use. Many of our students enroll in our programs deficient in English, academic content, verbal and written communication, and technological skills. We are driven to ensure our students make progress in their academic subject areas, employment and career goals, and in their levels of technological ability.

We believe by offering educational programs for adults who are 22 years old and older and do not have a US high school diploma, we are working towards eliminating educational inequality. The programs and classes we offer are in response to the needs of our students and the needs of our community. We are passionate about equity in education and issues surrounding social justice, and we have an important role to play in rectifying an equitable educational community. At HCCS we believe in our students; we believe in our community; and we believe that “it’s never too late.”

1.6: Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate, and balanced in knowledge of core subjects, communication, career readiness, and the use of technology. HCCS students are able to use their intellects to their fullest capacity. Our students become empathetic, collaborative members of the community and are motivated to set and achieve personal, academic, and/or career goals. We develop students who demonstrate proactive empathy towards others through respectful and productive communication. Our teachers guide students to view themselves as global citizens who are empowered and responsible for making positive changes in the world and within the immediate environment. Accordingly, the educated person in California in the 21st century is literate in English and possesses the ability to communicate and function competitively and productively in the workforce and higher education classroom.

Our students seek understanding and peace within a multi-age, multicultural classroom and appreciate and protect the rights of others to do likewise. We proudly participate in helping our students develop personal habits leading to a healthy lifestyle that includes balancing academics, leisure, work, family, and community. Students who have had few opportunities with technology learn how to utilize technology as a tool to succeed within our community.

Our students are SCHOLARS and are proficient in English, Math, Science, and Social Studies/History. As members of the California community, our students communicate effectively and contribute to the world around them. Our students are ready to tackle the challenges and rigor of the college classroom and in many ways are better prepared to share, accept, and challenge new ideas.

Our students are HEALTHY PHYSICAL BEINGS and are knowledgeable of and practice good nutrition, safety, and a healthy lifestyle. We watch them develop habits of physical discipline and health management in ways that provide pleasure, stress release, and fitness.

Our students are COMMUNITY MEMBERS and are able to collaborate with others, cooperate on projects, and manage and resolve conflicts through the communicative tools learned in our classrooms. Our students are motivated and ready to provide meaningful service to others and make significant contributions with developed talents. We proudly send our students into the workforce confident that they will succeed because of the communication, collaboration, and competency they have developed.

Our students are CITIZENS OF THE WORLD and understand the basis of our constitutional democracy and the rights and responsibilities of all, and stay informed on important political, social, and environmental issues. We integrate our very diverse student population within our classrooms and campuses to help develop citizens who are informed regarding other political, social, and cultural systems and who seek to understand and co-exist peacefully.

Our students are MEMBERS OF AN INCREASINGLY TECHNICAL AND INFORMATION-BASED WORLD and, as such, are competent and comfortable using a wide variety of technology as an integral part of life and are open to embracing new alternatives as they become available.

1.7: How Learning Best Occurs

Student learning best occurs at HCCS when our students are successfully connected to the materials and curriculum. Through repetition and exploration, our students explore various concepts and ideas through

materials that are designed to promote self-confidence and independence. Students are encouraged to manage and track their own progress by self-checking their work. Tapping into prior knowledge, our students' learning is enriched by the repeated use of materials and reinforcement of familiar content. Teachers blend learning modalities as students learn about Math and Consumer Economics, Life Science, Civics and Consumer Resources, Health and Independent Living, Technology and Computer Literacy, etc. Learning best occurs when our students engage in research and high-level thinking activities. Further, learning is made available as ideas are presented, shared, discussed, and evaluated. Appealing to the whole individual, we place a strong emphasis on creating aesthetically-pleasing classroom environments where students feel safe and secure. Building trust and confidence is another piece that helps connect our students to the materials and curriculum. When our students are offered a safe environment where they can be challenged and successful, they are able to reach their full potentials.

HCCS believes that learning best occurs when:

- students are actively engaged in meaningful tasks,
- a connection is made between what students learn and the real world in which they live,
- individual plans and support is an intrinsic part of the educational program,
- students have some choice in the structure of their own projects and plans,
- work is accomplished individually and as members of a group,
- activities are integrated and meaningful,
- work is developmentally appropriate, leads to success, and is progressively complex,
- meaning is constructed from experiences,
- students are encouraged and expected to learn,
- coaches, mentors, family members, and advocates support the learners,
- students are encouraged to help others learn and to learn from others, and
- students are educated year round.

HCCS is committed to the goal of developing self-motivated, competent, life-long learners. Our curriculum is designed to promote individual initiative, critical thinking, self-reliance, intra- and interpersonal awareness and community involvement.

We incorporate several instructional strategies and learning theories into our teaching practices that are best suited for adults. We recognize that adults have unique learning needs and abilities and we work to engage and challenge our students at every level. Differentiated instruction, content-based instruction, and theme-based instruction ensure that our adult students at different ability levels are engaged. This is important at HCCS because our classes are multi-level. We also use student-centered instructional techniques to ensure that learning objectives are aligned not only to curriculum objectives but also to our students' needs. One key component in student-centered instruction is building on prior knowledge and understanding our students' backgrounds, strengths, and weaknesses. At HCCS our students have very different backgrounds with a variety of skills. It is important that we understand our students' backgrounds, skills, and abilities to help them achieve their goals. We also use project-based learning, a dynamic student-centered approach that engages students to explore real world problems through active learning in long-term, theme-based projects. We engage our students with real and complex problems because our students have real and complex problems. It is imperative that we develop problem-solving and critical thinking skills in our students to ensure that their best learning occurs.

1.8: HCCS Annual Goals and Actions

LCFF STATE PRIORITIES	
GOAL #1	
A reputation in the community for providing quality academic, English language development, and career education to adults who lack a U.S. high school diploma	Related State Priorities: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐
Specific Annual Actions to Achieve Goal	

1. Under the guidance of our Executive Director, HCCS expanded current and new partnerships with Commations unity Based organizations: Asian Resources Inc., Council on American Islamic Relations California, Russian Baptist Church of Bryte, Sacramento Area League of Associated Muslims and the California Black Chamber of Commerce Foundation.
2. HCCS has partnered with various advertising and media outlets such as Afisha Media Group, Jay King, Russian American Media, The Crescent, KSFM, and Ukraine Relief, to reach more potential students. A Back to School open house was held in Fall 2017 to provide resources and information about HCCS and community partners.
3. New student orientation is held weekly at the main campus and some off sites. All new students receive an "It's Never Too Late" t-shirt upon enrollment to promote school unity and pride. Students also receive supplemental supplies in their classroom such as supplies for project-based learning.

Expected Annual Measurable Outcomes

Outcome #1: Collaborating with community-based organizations has allowed us to reach students who are in need of quality educational programs. HCCS' ADA is 1250 and has earned an alumni rating of an "A" from former students and graduates' survey.

Metric/Method for Measuring: Average alumni and student rating

Applicable	**Baseline**	2019–2020	2020–2021	2021–2022	2022–2023	2023–2024

Student Groups						
All Students schoolwide	1245 students "A" rating	"A" rating	"A" rating	"A" rating	"A" rating	"A" rating

GOAL #2

Provide a great student experience in solving barriers to education such as ability to attend

Related State Priorities:

1
2
3 ☒
4
5 ☒
6 ☒
7
8 ☒

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal

1. HCCS provides daily bus passes to our students at each of our 23 sites throughout the greater Sacramento region.
2. HCCS has designated a certificated teacher to work part time to coordinate homeless services and housing resources for our student populations.
3. HCCS has placed water dispensers at all of our school sites so students may access filtered hot and cold water throughout the day. Nutritional boxed lunches were provided at numerous sites to our students at no cost throughout the school year.
4. HCCS offers site-based learning with some additional field trips which were paid for from base funds.
5. HCCS partnered with Mental Health California to provide "Mental Health First Aid" training to staff and students. One staff member is attending the California Consortium of Addiction Programs and Professionals (CCAPP) Academy to become a substance abuse specialist and provide support to students. Four school counselors also provide day-to-day mental health support.

Expected Annual Measurable Outcomes

Outcome #1: HCCS presently provides play care, free bus passes, employment services, mental health resources, housing resources, and clothing closets. Our goal for attendance was 64%, and we are on track to approach 75%.

Metric/Method for Measuring: Average daily attendance (increase by approximately 3% annually)

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	67%	67%	70%	73%	75%	78%

GOAL #3

Support students and alumni to meet their educational and employment goals

Related State Priorities:

1
2
3 ☒
4
5 ☒
6 ☒
7
8 ☒

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal

1. HCCS invested in 21 paraeducators to support all high-needs students. Four full-time and three part-time paraeducators who assist in seven classrooms were added this year.
2. Two Transition Specialists provide comprehensive career coaching services to current students and alumni. Two college transfer fairs with Sacramento City College were held to assist students with their transition to college and navigating financial aid. Four school counselors also work with students on setting goals, career exploration, and other career and college counseling services.
3. Students are recognized for perfect attendance on a weekly basis to promote students persistence. A student rally was held in the spring at the Grand Avenue campus to recognize student achievement.
4. A peer mentor provides follow-up services for our alumni students and provides resources and assistance with transitioning out of high school and into colleges and careers.
5. HCCS provides assistance with exams for California Department of Education Credentialing, Cosmetology, CPR certification for students, Department of Motor Vehicles and Department of Transportation Physical Examination fees for Truck Driving Career Technical Education participants.

Expected Annual Measurable Outcomes

Outcome #1: HCCS has supported student and alumni achievement by investing in additional paraeducators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our schoolwide GPA goal of 2.77 to 2.44. HCCS is on course to meet our high school graduation goal of 40%. We exceeded our goal of 60% for non-exempt alumni gaining and maintaining employment with 59%. And 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%.

Metric/Method for Measuring: Number of students with either clear goals, GPA, graduation rates, alumni employment and college enrollment rates

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	99% of students identified a goal GPA 3.56 HS graduation rate [40%] Alumni employment [59 %] College enrollment rate [19%]	95% 3.56 40% 59% 19%	95% 3.56 43% 62% 20%	95% 3.56 45% 65% 23%	95% 3.56 50% 65% 25%	95% 3.56 55% 65% 25%

GOAL #4

Students will become productive members of society.

Related State Priorities:

1
2
3 ☒
4
5
6 ☒
7
8

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal

1. Students traveled off site to a Winter Festival with their children. They were exposed to different cultures and volunteered with their children and other students' children. Students also received a financial literacy course on-site through Sierra Central Credit Union.
2. Student Leadership meetings are held monthly, and these students are tasked with fundraising, budget advisory, and special events. ELAC and LCAP advisory meetings were held for stakeholder input and feedback.
3. New relationship with federal parole was developed, our Transition Specialists attend on a regular basis and provide services to ex-offenders. Two Transition Specialists also provide ongoing support for our ex-offender students.

Expected Annual Measurable Outcomes

Outcome #1: HCCS provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Metric/Method for Measuring: The percentage of long-term students participating in service learning, the total number of members of Student Advisory Committees, the suspension and expulsion rates (which will be reflected on its own in the 2019-2020 LCAP), and ex-offender known recidivism rate

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide: (Service Learning, Advisory, Suspension, & Expulsion) Ex-offender Students (Recidivism rate)	29% of long-term students participating in service learning @ 1x/year 21 max student members of Student Advisory Committees Suspension rate 0% Expulsion rate 0% Recidivism rate N/A	30% 21 0% 0% N/A	30% 21 0% 0% N/A	30% 21 0% 0% N/A	35% 21 0% 0% N/A	35% 21 0% 0% N/A

GOAL #5

Support parents in their support of America's next generation	Related State Priorities: 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐
	Local Priorities: 1 ☐ 2 ☐

Specific Annual Actions to Achieve Goal

1. No-cost childcare for students was expanded to one site with high school and elementary education. A part-time teacher was hired to provide education and development activities to preschool-aged children.
2. A teacher was hired to provide parent education part time to our elementary English language learners as well as to our high school students.

Expected Annual Measurable Outcomes

Outcome #1: Of the 79% of HCCS's students who have children, 67% are actively parenting. Our expansion of play care programs and summer camp activities provide a rich learning environment while allowing their parents to attend school. HCCS' partners with both Twin Rivers Unified School District and Family Hui program to provide supplemental parent education programs.

Metric/Method for Measuring: The number of HCCS student/parents served and the number of TRUSD parents served

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide:	1552 HCCS's student/parents 1052 TRUSD student/parents (currently 67%)	45% Targeted	45% Targeted	45% Targeted	45% Targeted	50% Targeted

GOAL #6

HCCS will actively support the economy of the community and California by assisting low-income students in obtaining livable-wage careers.

Related State Priorities:

1 ☐
2 ☐
3 ☐
4 ☒
5 ☐
6 ☐
7 ☐
8 ☐

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal

1. A teacher on special assignment along with some CTE teachers continued to work developing new courses, aligning our current Career Technical Education pathways and exploring new programs such as a Digital Media program via the Arts Media and Entertainment pathway. Exploration of a culinary and entrepreneurship program for students and how this might become a pathway. We continue to offer child care careers, entrepreneurship, cosmetology, Information Technology, office careers, and Truck Driving where students can earn a Class A License.
2. Equipment to expand and enhance our current CTE programs including supplies for Child Development and Truck Driving.

Expected Annual Measurable Outcomes

Outcome #1: HCCS is committed to student success and providing opportunities to obtain a livable-wage career. HCCS provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education Careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Cosmetology, Manicuring, Entrepreneurship, and Culinary Arts.

Metric/Method for Measuring: CTE program participation and completion rates of long-term students

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
CTE Students	7% CTE participation rate 31% CTE completion rate	12% 36%	17% 41%	22% 46%	27% 51%	32% 56%

GOAL #7

Support adult immigrants in becoming part of the United States of America by helping them learn English, citizenship, civics, and other relevant basic skills and knowledge.

Related State Priorities:

1 ☐
2 ☐
3 ☐
4 ☒
5 ☐
6 ☐
7 ☐
8 ☐

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal

1. HCCS has significantly increased our certificated ESL staff and elementary program through base fund expenditures. Supplementary classes such as conversation, computer literacy, and phonics are funded through supplemental and concentrated funds.
2. Our focus as a school has shifted towards transitioning students into our High School Completion program from our ELD program. We continue to provide HiSET instruction at our Maple campus. The instructor at Cosmo Beauty Academy provides instruction in Spanish in all academic subjects to individual students as required.
3. Three Bridge classes are taught to assist English Language Learners with the transition into our High School Completion program. We have 30 students who have been promoted this year. HCCS has also assisted 76 students in obtaining their United States citizenship through our Citizenship English Language Development courses.

Expected Annual Measurable Outcomes

Outcome #1: We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment, exceeding our goal of 52%. Shifting significant resources and obtaining additional paraeducators has been highly effective.
Metric/Method for Measuring: The percentage of long-term English learners who make "significant progress" (expected 30pt gain annually) on the CASAS Reading, Listening, and Math assessments, HCCS Writing and Speaking assessments and ELD rubrics.

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
English language learners	52% of English learners made significant progress (max. 30 pt. gain) on assessments	52%	55%	55%	58%	60%

GOAL #8

HCCS will have excellent teachers.

Related State Priorities:

1 ☒
2 ☐
3 ☐
4 ☐
5 ☐
6 ☐
7 ☐
8 ☐

Local Priorities:

1 ☐
2 ☐

Specific Annual Actions to Achieve Goal

1. There are 38 teachers in the Designated Subjects credentialing program with the San Diego County Office of Education. Three teachers are also going through the Sacramento County Office of Education Teacher Induction Program. We currently support nine mentors for the Designated Subjects Program and two mentors for the Teacher Induction Program. A teacher on special assignment continues to coordinate and support the mentor teachers.
2. One Thursday per month, two hours are designated for professional development. A three-day professional development session is held twice per year. Staff are surveyed annually to address professional development needs that will be addressed at a professional development retreat. Lead teachers also design and implement professional development for their peers. Teachers attend various technology conferences.

Expected Annual Measurable Outcomes

Outcome #1: HCCS exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to HCCS with master's degrees and a wealth of teaching experience but need their Designated Subjects Credential.

Metric/Method for Measuring: The number of teacher misassignments, the percentage of elementary and secondary teachers without a credential

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	The # of teacher misassignments is 0 The percentage of elementary and secondary teachers without a CTC credential is 19%	0 19%	0 15%	0 10%	0 10%	0 0%

GOAL #9

A safe school environment that is conducive to student learning.

Related State Priorities:

1
2
3
4
5
6 ☒
7
8

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal

1. A Facilities Manager was hired to address our expansion and also update our existing facilities. Our Facilities Manager has coordinated repairs, painting, updates, moves, and implemented safety standards across our maintenance department.
2. Upon the recommendation of our authorizer, School Safety was reclassified as a base funding expanse. A Security Patrol Officer was hired at one site at the request of unduplicated students.

Expected Annual Measurable Outcomes

Outcome #1: Throughout our various locations, all staff have been trained in sexual harassment; many have received training in CPR and the Catapult Safety Systems in partnership with the TRUSD. Proposition 39 has provided funds to significantly improve exterior/interior lighting.

Metric/Method for Measuring: The overall School Accountability Report Card (SARC) facilities rating

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	The overall School Accountability Report Card (SARC) facilities rating of good with an average safety rating of 4.2	4.2	4.5	4.8	5	5

GOAL #10

Curriculum and instruction materials that support student success including appropriate technology

Related State Priorities:

1 ☒
2 ☒
3
4
5
6
7
8

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal

1. A teacher on special assignment has worked with individual teachers and sites to promote instructional excellence, Common Core State Standard implementation, and content specific standards. The teacher on special assignment has developed resources to support instruction and promote student learning as well as supported teachers through coaching, modeling, and professional development. In addition, the teacher on special assignment has provided teachers support for students with 504 plans via professional development and technical assistance in the areas of curriculum, instruction, and compliance.
2. Supplemental and concentration funds were used to purchase 90 laptops, 4 charging stations, and 150 headphones for students. WIOA grant money was leveraged to purchase 195 additional laptops, 145 headsets, 100 computer mice, and 8 charging stations.
3. HCCS purchased English Language Development workbooks and Cambridge readers. *Keys to Algebra* was purchased to supplement high school algebra.
4. Science lab supplies were purchased for our science classrooms.

Expected Annual Measurable Outcomes

Outcome #1: A teacher on special assignment has worked with teachers and paraeducators to promote instructional excellence, Common Core standards implementation, and content specific support. The teacher on special assignment has developed resources to support instruction and promote student learning.

Metric/Method for Measuring: The percentage of curricula that is aligned with California State Standards and the percentage of students who have access to sufficient instructional materials. Student success is measured by "significant progress" on the CASAS Reading, Listening, and Math assessments, HCCS Writing and Speaking assessments, HS and ELD rubrics, course completion and level advancement, program completion, and graduation rates.

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All students schoolwide	100% of curricula aligned with California State Standards	100%	100%	100%	100%	100%
	100% of students have access to materials	100%	100%	100%	100%	100%

1.9: How the Goals of the Program Enable Students to Become Self-Motivated, Competent and Lifelong Learners

At HCCS our goals are to enable students to become self-motivated, competent, and lifelong learners. By removing barriers to education, assisting our students in achieving their goals, and in helping our students to obtain livable-wage jobs, we inspire our students and provide the tools for them to be self-motivated. In order for our students to be competent, we support them with materials, resources, and quality instruction. We also support our students to be competent in technology by providing them with access to laptops, computers, and the basic computer skills necessary for the 21st century. For our students who are also parents, we provide free play care for their potty-trained, non-school-aged children. We want our students to be lifelong learners who are great parents, critical thinkers, and problem solvers who are productive and active members of society. To encourage our students in their lifelong learning, we integrate our immigrant population to be part of the United States and part of our community, to learn English, and to become civic-minded people engaged in local events. Additionally, we have provided valuable training

such as CPR to ensure lifelong safety. Our goals ensure that we are supporting our students in areas where they need it most by providing access to the tools and resources they need in order to reach their goals.

Instructional Design

1.10: Overall Curricular and Instructional Design Informed by Key Educational Theories and Research

HCCS Curriculum Standards
We are a very unique school in that while we serve adults, we are teaching content at many levels. Within our ELD and high school programs, we teach: reading, writing, speaking, listening, math, science, technology, health, civics, and social science, often integrating several subjects into a single lesson. In order to meet the California Common Core State Standards, ELD standards, and all of the adult education standards, our curriculum was developed and adapted in alignment with seven sets of standards:

- California Common Core State Standards (CCSS)
- California English Language Development Standards (CA ELD)
- California English-as-a-Second-Language Model Standards for Adult Education (CA ESL MSAD)
- Comprehensive Adult Student Assessment Systems (CASAS) content standards and competencies
- Workforce Innovation and Opportunity Act (WIOA)
- Western Association of Schools and Colleges
- National Reporting Systems (NRS) standards for English as a Second Language (ESL) Educational Functioning Level Descriptors

Our content and themes are based primarily on the California Common Core State Standards and the Comprehensive Adult Student Assessment System content standards and competencies. The remaining standards were integrated into the leveled objectives by program and subject. Our curriculum objectives are the foundation of our instruction. Our monthly themes are aligned with CASAS competencies and WIOA's English Language Civics themes and provide additional teaching and learning opportunities in high interest topics related to essential daily tasks and community engagement.

Curriculum Goals and Principles
At Highlands Community Charter School, we understand the importance of providing a curriculum of depth, breadth, and rigor, which is why we develop and adapt curriculum in alignment with the above standards.

We believe that our students are worthy of academic excellence, and we strive to ensure that they believe it as well. More than this, we know that in order to fully live our vision, mission, and motto, the curriculum we deliver to our diverse student population must additionally meet our own internal curricular goals and core curricular principles.

Our HCCS Curricula Goal
At HCCS it is our goal to develop and deliver a curriculum that is:

★ Concise, Balanced, and Accessible without Compromising the Integrity of the Curriculum.

Our Core Curricular Principles

1. Industry Standards: Generally accepted, respected, and practiced teaching conventions
2. Sound Learning Theory: Current, relevant, well–researched theories about the processes by which people learn
3. Supported Sound Instructional Practices: Teaching approaches, methods and strategies identified as effective in moving students forward in their learning
4. Supportive Materials and Resources: Tangible items used to support instruction and achieve expected outcomes
5. Valid and Reliable Assessment Strategies: Ongoing tools that accurately measure student learning and produce consistent results

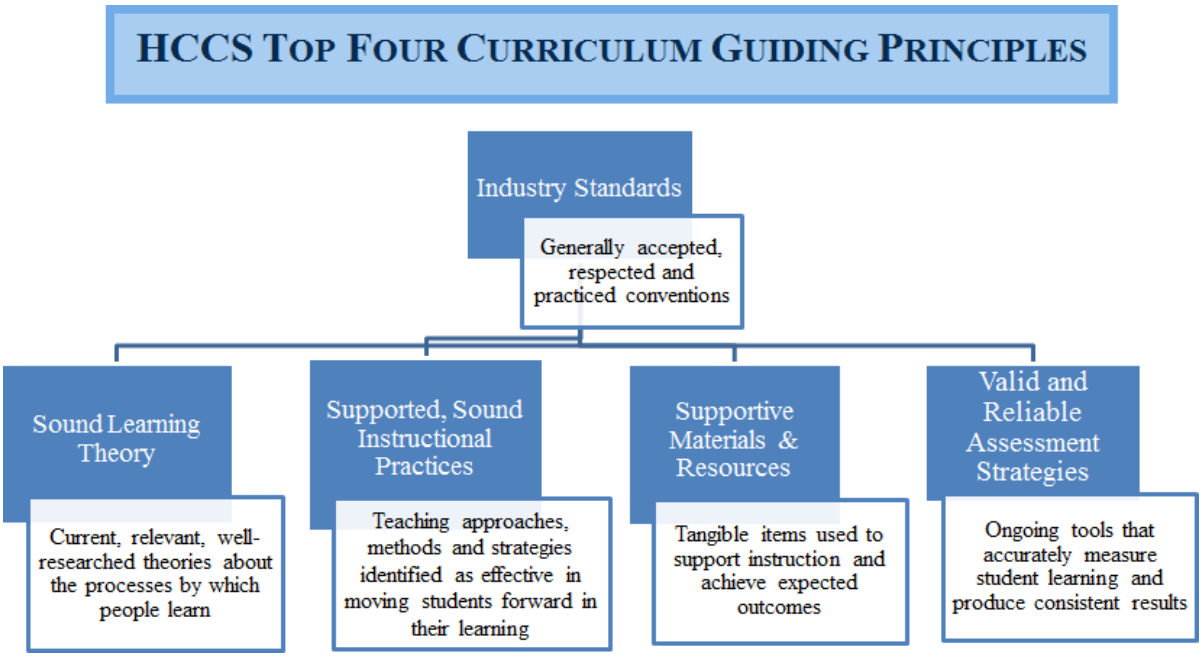

The Educational Program

Our instructional division is made up of administrators, coordinators, specialists, a counseling team, a teaching team, an assessment team, and an academic support team.

Adult Education Learning Theories

At HCCS we rely on research and educational learning theories in designing our educational programs because we know that our adult students have different needs than students in traditional K-12 schools. In order to meet the diverse needs of our students, we consider adult learning theories, sociocultural theories, differentiated instruction, content-based instruction, theme-based instruction, and student-centered instruction.

According to Malcolm Knowles (1980), there are several key factors that separate children from adults in terms of motivation, experience, readiness, and problem-solving abilities. According to Ryan Tracey in his 2009 article *Adult Learning Principles? Sminciples!,* Malcolm Knowles' theories on adult learners state that, "Adult learners are self-directed, bring experience with them to the learning environment, are ready to learn, are problem-oriented, and are motivated to learn by internal factors." Patricia Cross (1981) characterizes adult learners by motivation, personal characteristics, life circumstances, and focuses on personality differences between adults and children. According to Cross, individual elements that impact adult learners include physiological, sociocultural, and psychological factors. Along with personal elements, Cross emphasizes the impact of full-time versus part-time instruction and whether it's mandatory or voluntary. While Knowles asserts that adult learners are motivated by internal factors, Cross offers several sources of motivation for adult learners including social, external, social welfare, personal achievement, escape, and personal fulfillment. Cross also emphasizes that adults are usually voluntary learners. They are more likely than children to be insecure about their learning, and they usually want to solve their problems.

At HCCS we respect and appreciate that our students are adults and come to us with life experiences, employment, and educational histories. Every single student has unique skills and abilities. Our teachers and counselors get to know students and their backgrounds in order to understand not only their educational areas for growth but also their goals, motives, and their problems. We know that each student is overcoming a unique set of obstacles. By understanding our students as people, we can work with them to accommodate their learning styles and ultimately assist them in achieving their goals. While some of our students come to us with a great deal of confidence, others need a great deal of encouragement and support in their personal, academic, and career aspirations.

Sociocultural Theories

According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-word participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013). The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is defined as, "a process of setting up" the situation to make the student's entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner's ZPD.

At HCCS we value meaningful, real world communication, interaction, participation, and authentic language, and we utilize it in our educational programs. We do this in our classrooms and in our community field trips. In our English Language Development program, we emphasize English conversation practice that takes place in real-life scenarios and situations such as at doctor's appointments and hospitals, grocery stores, schools and colleges, libraries, job interviews, the DMV, post office, etc. In our high school English program, our teachers use weekly themes to address real world issues. The problem based lessons are based on our students' needs and current events. These lessons are introduced

and students' use role playing, presentations, internet research, and paragraph writing to demonstrate understanding. Our CTE programs strongly emphasize practical hands-on experiences and real-world learning. Truck driving, early childhood education, cosmetology, manicuring, and our computer technology programs all rely on real world practice and problem solving to engage our students.

Our teachers, students, and staff value field trips, and it is reflected in our LCAP data and budget. Many English Language Development, high school, CTE, and Citizenship teachers take our students on engaging and educational trips outside of their traditional learning environments. Past field trips include Sacramento's State Capitol, several Sacramento Public Libraries, Raley Field and a Sacramento River Cats baseball game, Sacramento City College Information sessions, resume workshops, a 4th of July fireworks display in Old Town Sacramento, Crocker Art Museum, Sutter's Fort and Indian Museum, The Sacramento History Museum, Lighthouse Charter School, Mission North Park, a parenting class hosted by UC Davis' MIND Institute, multiple career fairs, and many others. Hundreds of our students have benefited from these field trips, and they have greatly contributed to our students' learning, cultural awareness, community involvement and participation. These field trips and experiences give our students opportunities to interact within our community and learn through meaningful real life experiences.

Differentiated Instruction

Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exists in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, it is imperative that teachers understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005). Once they do, teachers can take a single concept or theme and facilitate learning at a variety of levels. Students can then demonstrate subject mastery in a variety of ways. Differentiated instruction takes many forms, and it requires the strategic use of groups and flexibility. Most of the teacher's work in differentiated instruction occurs before, not during class. The teacher selects a theme and then chooses learner outcomes. In differentiated instruction a teacher might allow students to select their method of assessment and delivery such as writing a paper, giving an oral presentation, making a website, writing a poem, making a storyboard, creating a PowerPoint Presentation or a Prezi, or making a short documentary.

At HCCS we have multi-level adult classes with students of varying abilities in our ELD, high school, CTE, and citizenship programs. Our students speak different languages and come from different countries. Some of our students come to us with advanced degrees from other countries where they were doctors and engineers, and others have had no prior education. In our high school program, some of our students come to us with almost enough credits to graduate, and other students come to our program without any. Every student comes to HCCS at a different level. Each student has their own learning style, interests, and abilities. We recognize the differences in our diverse student population and utilize differentiated instruction to ensure we meet the needs of all our students.

Content-Based Instruction (CBI)

In order to meet the depth, breadth, and rigor set forth in our ambitious schoolwide curriculum objectives that are written in alignment to the multiple sets of standards listed above, we implement content-based instruction practices in our classrooms. At HCCS we make every effort to ensure that students are given ample and meaningful access to content competencies as well as practice with the necessary skills to critically analyze content in which they are exposed. Employing content-based instruction strategies in our classroom is one way our teachers meet the rigorous requirements of our curriculum.

For our ELD learners who are developing foundational, language-domain skills like reading and writing, the role of context is fundamental to supporting their language and literacy development. Content-Based Instruction provides the context rich materials of our content curriculum for their skills development.

Perhaps the most important thing to note is the ever-widening gap in vocabulary that will forever impede the academic progress of ELD learners of all ages. Content-based instruction is one tool we use at Highlands Community Charter School to help bridge the vocabulary gap of our non-native speakers and native non-literate readers alike.

Content-based instruction is founded on important principles, but its success depends on the details of its implementation.

Sound teaching practices that our teachers integrate into content-based instruction classrooms

1. Extended input, meaningful output, and feedback on language and grasp of content
2. Information gathering, processing, and reporting
3. Integrated skills
4. Task-based activities and project work, enhanced by cooperative learning principles
5. Strategy training
6. Visual support
7. Contextualized grammar instruction
8. Culminating synthesis activities

Methods we use to promote the acquisition of content (and language)

- We make sure that our learners consider input from a variety of sources representing diverse perspectives on related subject matter.
- We guide our students in revisiting input for different purposes.
- We ensure that our students have many opportunities to synthesize knowledge that originates from multiple sources.

Approaches we use for building curricular coherence

- We scrutinize the ways we define instructional units – themes are central ideas and topics are subunits of the theme.
- We use planned transitions across topics and across tasks within topics.
- We consider threads – links across themes in curriculum development.

Theme-based Instruction

At HCCS we select monthly, schoolwide themes for our ELD program. Our aim is to engage students at every level using that theme while teachers focus on level appropriate content.

Themes for the 2018–19 school year:

- July- Technology
- August- Goals
- September- Educational systems
- October- Employment
- November- Laws/ Government/ Immigrant Rights
- December- Consumer Economics
- January- Health
- February- Housing
- March- Transportation Systems
- April- Emergencies
- May- Food/ Nutrition
- June- Family/ Parenting/ Family Resources

Student-Centered Instruction
Student-centered instruction is teaching and lesson planning that focuses on students. As teachers, we must get to know our students, their backgrounds, what they know, how they learn, and their goals. Teachers can then design lessons to build on student knowledge and focus on teaching topics that are relevant and meaningful to students. This is especially important in adult education where students are electing to continue their education. We demonstrate student-centered instruction by working with our students to choose topics and themes for each month.

Based on the five assumptions, Knowles also presents the four principles of Andragogy which HCCS also considers when designing curriculum and instruction for our students:

- Adults need to be involved in the planning and evaluation of their instruction
- Experience (including mistakes) proved the basis for learning activities
- Adults are most interested in learning subjects that have immediate relevance and impact to their jobs or personal lives
- Adult learning is problem-centered rather than content-oriented

Although adult learners are responsible for their own decisions, we believe that it is our responsibility to encourage and guide students to make the decisions that are best suited for them. We are confident that all students can learn and grow from our staff who are dedicated to student achievement and building relationships that will last a lifetime. Our ELD and high school programs are essential to the success of our adult learners. Our students have come back to school to change their lives, and we believe that it is our duty to ensure it happens.

1.11: HCCS Curriculum and Instruction

Innovative Curricular Components

Adult Literacy
At HCCS we believe it is imperative for our students to be able to read and write. Without reading and writing skills, they will not be able to achieve their academic or career goals. Many of our students enroll with us at a low reading and writing level. In response to this, we created programs for both our ELD and

high school students. We hired a Lead Literacy Teacher and a Reading Specialist, and we created a Remedial Literacy course for our ELD students. This course is intended for students who are progressing in all of their subjects but need support with reading. For our high school students, we created two remedial reading classes. These classes focus on phonemic awareness, sounds, and pronunciation. When classroom teachers notice that a student is falling behind, they are referred to either a specialist or a remedial class. By providing additional literacy support for our students, we ensure that they are able to read and write.

Outcomes-Based Learning

At HCCS we have created extensive curriculum objectives aligned to California Common Core Standards, and we have implemented monthly themes that relate to CASAS competencies and English Language Civics Objectives supported by WIOA. These serve as the foundations of our curriculum. Within our themes, classes, levels, and objectives, we utilize outcomes-based learning. We begin our lessons with a desired outcome and then work with our students to develop the skills they need in order to meet the outcome. This is relevant at every level of instruction in both of our programs. In the ELD program, we focus on tasks such as reading a short book, writing a paragraph, having a short conversation, giving an informal presentation, or completing a job application. In our high school program, we focus on tasks such as reading a novel, writing an essay, having a debate, giving a formal presentation, and completing a college application. In CTE, students demonstrate their understanding based on their respective program. In Truck Driving, students practice safe truck-driving techniques they have learned. At Cosmo Beauty Academy, students demonstrate their learning through the applied practice of the cosmetic and manicuring techniques they have learned. We believe that by ensuring our curriculum objectives are aligned to standards and by using outcomes based learning, all of our students are focused on the immediate learning goals. Our standards are high; the expectations are clear; and we support our students in reaching program and course objectives.

Proficiency Requirements

We believe that we get the best work out of our students when expectations are high. This is why, at HCCS, we ensure that our students are meeting our rigorous standards before they are promoted to the next level or before they pass a class. Although proficiency requirements are different for our ELD and high school programs, both require students to perform at a high level of mastery. In order for one of our ELD students to complete a level and move up to the next class, they must receive the highest grade available in the course. In our ELD courses, students are eligible to receive one of four grades for each subject: M, A, D, or E. The grade of M indicates that the student is meeting or exceeding the standards and objectives of the class for their level. Until our students have earned this grade, they remain in their class. In our high school program, students are graded on a traditional grading scale of A-F. In order for a student in high school to pass a class, they must earn a C or better. If they do not earn a C or better, the student must complete supplemental assignments to pass the course and earn credits toward graduation.

The grading criteria for our high school students includes successful completion of all coursework, papers, projects, presentations, and end-of-unit tests required in any given course. The grading criteria for ELD students includes CASAS reading and listening assessments as well as the successful completion of all coursework, papers, projects, presentations, tests and end-of-term exams which cover all skills taught. High school and ELD instructors will use rubrics aligned to standards found on the HCCS alignment matrices to guide their grading process of all coursework, papers, projects, presentations, end-of-unit/term exams and final course/level grades.

Student Success

Our students' success is very important to us, and one way we ensure their success is through our student support services. Through our student support services, we offer assistance with classwork, homework, resume writing, job search, job fairs, mock interviews, career advising, FAFSA support, college applications, college advising, housing services, homeless services, and expungements. Over the last year, we have grown and now offer field trips, student support groups, one-on-one college and career advising, and workshops geared toward college and career readiness. Our student success team contacts our high school and CTE graduates to find out whether they are employed or attending college, whether part-time or full-time, and their hourly wage. At HCCS we want all our students and our alumni to be successful.

Intervention and Enrichment

Attendance Policy
At HCCS we say that progress requires commitment and commitment requires attendance. We believe that attendance is crucial for our students' success. When our students are not present in class, we contact them either by email, text, or a phone call. We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available either at HCCS, at one of our partner organizations, or at an external location.

Homework Policy
At HCCS we believe that level and content appropriate homework improves students' understanding of classwork and improves academic performance. While homework is not required for most of our classes, we do assign up to two hours of optional daily homework for students who want or need supplemental practice. According to our policy, homework is due the class after it was assigned. For example, homework given on Monday is due on Tuesday, and homework given on Friday is due on Monday. Homework is not given to students who are absent for that day. For example, a student who is absent on Tuesday will not be given homework for Tuesday. Students will not be able to get homework from their friend or teacher once the class is over. All homework should be completed by the student. Students can get help with their homework, but family and friends should not write or complete homework for them. All homework should be in the students' handwriting. Also, students can work together after class, but students should not copy each other. Each student should have their own answers. Cheating will result in no credit for homework for that day.

Independent Study
We believe it is important for our students to have the flexibility, study skills, motivation, and discipline to work and study independently. At HCCS we have two options for students interested in independent study: service-learning and field study.

Service Learning
Service learning is a one-day, independent study option where students volunteer in the community. Examples of appropriate service-learning opportunities include:

- Cleaning up a park or public place
- Working at a local school
- Volunteering at a local hospital
- Working at a local library
- Feeding the homeless

- Reading to children at after school program
- Helping at a cultural event in the community

Service learning is usually offered by teachers at HCCS when there is professional development or teacher training for all teachers. It is an opportunity for students to engage in the community. Students complete a form that includes their personal information and asks for a description of what they did for their service learning. They are also required to have someone verify the number of hours of participation.

Field Study

Field study is an independent study option where students can study for up to seven consecutive days at home and receive classroom credit. In field study, a teacher creates daily work assignments. These work assignments are similar in level and content to traditional coursework and should take approximately the same amount of time to complete as the daily class. If the normal class is one hour, then the teacher provides one hour of work. If the course is four hours, the teacher provides approximately four hours of work for the students to complete at home.

Field study is typically offered to students during times when they are unable to attend class. Common reasons for students to enroll in a field study include but are not limited to the following:

- They are observing an important cultural holiday or celebration.
- They are traveling.
- They have a family emergency.
- They have a medical condition.
- Their children are home from school and they don't have childcare.
- They do not have transportation for a set period of time.
- They have family visiting from overseas

In order for students to participate in field study, they must complete a master agreement and agree to complete the work in a set amount of time. After the field study period is complete, students must turn in the completed work to their teacher. At that time, the teacher checks for completion before giving credit.

Here at HCCS we have a diverse student population that comes to us from all over the world. They have religious holidays that are not recognized by the federal government. We recognize the value of their beliefs and traditions, and we support them by providing the opportunity for them to celebrate their culture with their families while still continuing their coursework. We also understand that our students have children, families, emergencies, and sometimes situations that do not make it possible them to attend class. While we firmly believe that attendance is crucial for their success, we believe that by providing our students with supplemental materials and work, they do not have to choose between learning and religion or learning and family.

Counseling Services

We are proud to have highly trained, compassionate counselors who support each and every student. Our counselors are able to provide assistance and information on many issues including:

- Family issues
- Personal issues
- Conflict management
- Career counseling

Book/Resource	Publisher	Adoption

- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Book/Resource	Publisher	Adoption
Ventures 1 - 4	Cambridge	2014
Basic English Grammar	Pearson	2014
Grammar Form & Function	McGraw Hill	2014
Side by Side	Pearson Longman	2014
Heinle Picture Dictionary	Cengage	2014

Curricular and Instructional Materials

Textbooks and Instructional Materials	
Core Curriculum Area	**Textbooks and Instructional Materials/Year of Adoption**

Reading/Language Arts	**English Language Development- Reading** **High School:**

<table>
<tr><td></td><td>
<table>
<tr><td>Edge Levels A - C</td><td>Hampton Brown</td><td>2014</td></tr>
<tr><td>English I – IV (Online)</td><td>FLVS</td><td>2014</td></tr>
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</td></tr>
<tr><td>Mathematics</td><td>High School Mathematics
<table>
<tr><th>Book/Resource</th><th>Publisher</th><th>Adoption</th></tr>
<tr><td>California Algebra (2008)</td><td>Glencoe</td><td>2014</td></tr>
<tr><td>Keys to Algebra</td><td>Key Curriculum Press</td><td>2014</td></tr>
<tr><td>CA Algebra Readiness (2008)</td><td>Glencoe</td><td>2014</td></tr>
<tr><td>Pre-Algebra (Online)</td><td>FLVS</td><td>2014</td></tr>
<tr><td>Algebra 1 (Online)</td><td>FLVS</td><td>2014</td></tr>
<tr><td>Geometry (Online)</td><td>FLVS</td><td>2014</td></tr>
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<tr><td>Science</td><td>High School Science
<table>
<tr><th>Book/Resource</th><th>Publisher</th><th>Adoption</th></tr>
<tr><td>California Life Science</td><td>Holt</td><td>2014</td></tr>
<tr><td>Physical Science (Online)</td><td>FLVS</td><td>2014</td></tr>
<tr><td>Earth, Space Science (Online</td><td>FLVS</td><td>2014</td></tr>
<tr><td>Marine Science (Online)</td><td>FLVS</td><td>2014</td></tr>
<tr><td>Biology (Online)</td><td>FLVS</td><td>2014</td></tr>
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History & Social Science

English Language Development- Citizenship

Book/Resource	Publisher	Adoption
Citizenship	New Readers Press	2014
Psychology, Principles & Practices	Holt	2014

High School- History & Social Science

Book/Resource	Publisher	Adoption
CA World History: The Modern World Era	Pearson	2014
World History (Online)	FLVS	2014
The American Vision: Modern Times	Glencoe	2014
CA Economics: Principles in Action	Pearson	2014
American Government (2007)	Macgruders	2014
American Government (Online)	FLVS	2014
American History (Online)	FLVS	2014
Economics: Principles in Action (Online)	FLVS	2014
Economics with Financial Literacy (Online)	FLVS	2014
Psychology, Principles & Practices	Holt	2014
Psychology (Online)	FLVS	2014

1.12: Comprehensive Course List

ELD Course Descriptions

Non-Literacy - Level 0
In this course students will learn the foundational principles of English and basic communication skills. This is a combined skills class where students will work on reading, writing, speaking, and listening. The content of this course is focused on daily living and prepares students for formal and informal social exchanges. Special emphasis is placed on building phonemic awareness, vocabulary building, and sharing personal information.

Literacy - Level 1
In this course students will further develop their reading and writing skills with a strong emphasis on sentence completion and accuracy. Students will delve deeper into grammatical structures of English and will continue to expand their use of verbs. The content of this course focuses on authentic language used in a variety of settings. This course prepares students to communicate during daily events and routine activities.

Beginning Low - Level 2
This course focuses on clear speaking and pronunciation using authentic language. In writing, students focus on spelling and mechanics and legibility while in reading they focus on sight words. Conversationally, the focus is on asking and answering "*Wh*-" questions and comprehending brief messages. During this course, students brainstorm ideas as well as plan and deliver brief oral presentations.

Beginning High - Level 3
In this course students will learn and use a growing number of verb forms, compare and contrast ideas, offer and negotiate meaning using evidence, paraphrase, comprehend morphological changes, and distinguish homophones.

Intermediate Low - Level 4
In this course students will use their reading, writing, and speaking skills to deliver oral presentations. There is a strong emphasis on complex sentences, exchanging ideas, and making connections between joint ideas. During this course, students will read and comprehend moderately complex passages and ideas with specialized vocabulary with the purpose of identifying the main idea. There is a special emphasis on writing well organized summaries.

Intermediate High - Level 5
In this course students will use complex sentence structure and grammar and incorporate supporting opinions into their productive tasks. There is a strong focus on increasingly complex multi-paragraph compositions and referential language as well as understanding detailed instructions. During this course, students are required to draw from personal experiences to infer meaning and to collaborate on projects. This course emphasizes the integration of word processing skills in written communication.

Advanced Low - Level 6
This course is designed to begin developing the foundational skills necessary for academic success in a mainstream high school and even college level class. It focuses on advanced reading and writing strategies and implements technological and research skills. Through thematic readings, students engage

in critical evaluations of texts. Special emphasis is placed on writing revisions and feedback, group projects, and presentations.

Advanced High - Level 7
This course is designed to support students who are transferring from the ELD program to high school English. It focuses on improving reading comprehension skills, logical thinking processes, and a broad range of writing skills, from the expository to the creative. It covers the basics of language, literature and written composition. In this course students will explore literature genres, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing. At the completion of this course students, should be ready for high school English.

Citizenship
This course is designed for students to learn the basic knowledge of U.S. government, history, civics, reading, and writing skills and to prepare for, apply for, and pass the USCIS Citizenship Exam. Language functions and language forms are integrated into listening, reading, writing, and speaking activities, all designed to improve the student's ability to take and pass the USCIS exam. Through lectures and individual and pair/group participation, the student is exposed to the language needed to prepare for the reading, writing, and interview portion of the USCIS exam.

High School Course Descriptions

Foundational Mathematics
This course reinforces arithmetic skills, developing the pre-algebra concepts of variable recognition, signed numbers, formulas, and single variable equations. Students will be introduced to algebraic symbolism, simplifying expressions, solutions to elementary equations, and the graphic representations associated with variables.

Pre-Algebra
This course provides an introduction to elementary algebraic concepts while reviewing basic math skills. It is a self-paced course with credits dependent on work completed and concepts mastered. The course first revisits prerequisite skills to ensure students have foundational math concepts that are vital for higher math courses. The course curriculum is closely aligned to California State Math Standards which can be located throughout the textbook throughout each chapter.

Students will learn to think flexibly about relationships among variables, expressions and properties, integers and equations, fractions, decimals, exponents and roots, ratios, rates, proportion and percents, algebra on coordinate plane, geometry basics, and critical thinking with word problems. Students will learn to recognize and understand how to convert fractions to decimals and percents while using these representations in estimation, computations, and applications. Students will investigate and explore mathematical concepts while developing a variety of strategies for analyzing complex situations. The course will show a connection between computational and applied math while making meaningful connections to students' life experiences: calculating discounts, markups, commissions, and profit. Students will evaluate simple and multi-step equations and inequalities while using the correct order of operations when solving numerical and algebraic expressions. Lastly, students will be analyzing situations numerically, graphically, verbally, and symbolically throughout the course.

Algebra 1

Algebra 1 is designed to help provide students with the foundation for all future mathematics courses. Students will explore operations, terms and expressions, equations, polynomials, rational numbers, multiplying and dividing rational expressions, adding and subtracting rational expressions, graphs, systems of equations, and square roots and quadratic equations. Common Core standards are taught and reinforced as the students learn how to apply the concepts in real life situations. Algebraic skills and concepts are developed and used in a variety of problem solving contexts. The course is self-paced with credits dependent on work completed and concepts mastered.

Students will use variables and appropriate operations to write an expression, an equation, an inequality, or a system of equations or inequalities that represent a verbal description. The course will further explore graphing linear functions while noting the vertical change per unit of horizontal change is always the same and know that the ratio (rise over run) is called the slope of the graph. Students will be able to identify a point lies on a line, given an equation of the line, and derive linear equations by using the point-slope formula. Students will be expected to demonstrate skills that will be valuable not only in this course but also in future educational and vocational settings including oral presentations and technology. A primary goal of this course is for students to actively engage in a positive learning experience in which there is increased appreciation and understanding of mathematics.

United States (U.S.) History

This course provides students with an awareness of our national heritage. Students will develop a better and deeper understanding of how our country became what it is today. Students will continue to develop their reading, writing, thinking and research skills with the use of primary and secondary sources.

This course is aligned to the Common Core State Standards for Literacy in History/Social Science, and students will employ the following skills: develop socio-political literacy to understand different political and social systems, the relationship between a culture and its laws, and the differences between democratic and non-democratic systems; develop an understanding of different cultural values, belief systems, rights, and responsibilities inherent in participatory citizenship; develop analytical, critical thinking, and study skills, which help students understand major national and international dilemmas occurring today.

This course focuses on the study of modern American history and begins with a review of United States history from the nation's beginnings to the start of the 20th century. Connecting with past learning will highlight the initial segment of the class. An in-depth investigation of historical events and periods, the fostering of multicultural awareness, the recognition of ethical, civic, and democratic values present in American history, and the development of a historical perspective in relation to contemporary events represent the major aspects of the course. Literature, music, art, primary readings, videos, simulations and other activities will be used to enhance the subject.

American Government

American Government is a thematic course focused on the origins and structure of the United States government; the nature and function of the executive, legislative, and judicial branches; individual rights and responsibilities within the U.S. legal system; individual and societal roles and responsibilities as citizens functioning within the U.S. political and electoral system; the nature and function of state and local governments; and contrasting U.S. government with other systems of government. American Government is aligned to the Common Core State Standards for Literacy in History/Social Science, and students will demonstrate the following skills: students develop abilities to critically analyze, compare

and contrast, and develop and defend opinions and positions, both orally and in writing, on the main areas of course focus.

The goal of this course is to enable a student to have a full understanding of all aspects of American government and its impact on his or her life thus becoming a self-directed, productive achiever who will be a successful and valued member of our community.

World History

This course emphasizes the political, economic, social, and geographic aspects of world history beginning with early democratic development and concluding with modern 21st century issues. Critical thinking skills are emphasized, stressing cause-effect relationships. This course is aligned to the Common Core State Standards for Literacy in History/Social Science, and the curriculum integrates these literacy standards throughout the course.

This course explores how the connection between the past and the future will continue to form our lives. In World History, students recognize the growing interdependence of people and cultures throughout the world. Students trace the rise of democratic ideas and develop an understanding of the historical roots of current world issues, especially as they pertain to international relations. They extrapolate from the American experience that democratic ideals are often achieved at a high price, remain vulnerable, and are not practiced everywhere in the world. Students develop an understanding of current world issues and relate them to their historical, geographical, political, economic, and cultural contexts. Students consider multiple accounts of events in order to understand international relations from a variety of perspectives

Economics

This course will provide students with an understanding of the principles of economics. As students become familiar with how markets work, they will interact with lessons to apply the key microeconomic concepts of supply and demand as well as the role of prices. This course targets important aspects of the world economy, including international trade and global economic challenges, and encourages students to apply the economic way of thinking to a variety of situations relevant to their everyday lives.

Economics is aligned to Common Core State Standards for Literacy in History/Social Science, and students will employ the following skills: interpret and summarize common economic terms, concepts and economic reasoning; explain the elements of America's market economy in a global setting and the influence of the federal government on the American economy; analyze the elements of the U.S. labor market in a global setting; categorize the aggregate economic behavior of the U.S. economy; and synthesize issues of international trade and explain how the U.S. economy affects and is affected by economic forces beyond the United States.

Biology A and Biology B

This two semester course fulfills the Biological Science graduation requirements. This course explores the origins, organization, reproduction, genetics, growth, development, evolution, behavior, and interdependence of living things. This course also includes cellular structure and function, general plant and animal physiology, and taxonomy. Students will work individually and in small groups. Laboratories and other investigations will be performed to supplement and enhance course topics. The goal of this course is to enable a student to have a full understanding of Biological Science as well as its impact on his or her life and thereby become a productive achiever who will be a successful and valued member of our community.

Earth Science
Earth Science is an introductory science course that meets the minimum graduation requirements. It contains components of physics, chemistry, and earth science topics. These topics include the study of atoms, molecules, compounds, chemical reaction, motion, forces, energy, waves, as well as Earth's place in the universe, its composition, and the processes that modify the surface. The goal of this course is to enable a student to have a full understanding of Physical Science and its impact on his or her life.

English A
This class focuses on introducing students to different types of texts: fiction, poetry, non-fiction, plays, etc. and on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills from the expository to the creative. English A covers the basics of language, literature, and written composition as a preparation for the sequential English curriculum. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on the grade 9-10 ELA Common Core Standards: determine themes and central ideas, analyze character development, author's choice, points of view, interpret, assess, integrate and evaluate, collaborate, adapt, and apply. Students are required to demonstrate the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informative texts and literature as well as writing compositions according to major text structures and genres and giving oral presentations.

English B
This course is a continuation of the themes and skills introduced in English A. English B focuses on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills from the expository to the creative. English B continues to expand upon the basics of language, literature, and writing. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on grade 9-10 ELA Common Core Standards. Students will be able to analyze multiple themes or central ideas, analyze the impact of an author's choice(s), determine meanings of words, analyze multiple interpretations of literature, assess, integrate and evaluate, collaborate, adapt, apply that which requires the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informational texts and literature as well as writing compositions according to major text structures and genres and giving oral presentations.

English C
This course is a continuation of the themes and skills introduced in English B. English C focuses on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills, from the expository to the creative. English C continues to expand upon the basics of language, literature, and writing with more depth. It requires the student to read complex texts and write longer essays with

more analysis or analysis of more texts than English B. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on grades 11-12 ELA Common Core Standards. Students will be able to analyze multiple themes or central ideas, analyze the impact of an author's choice(s), determine meanings of words, analyze multiple interpretations of literature, assess, integrate and evaluate, collaborate, adapt, apply that which requires the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informational and literary texts as well as writing compositions according to major text structures and genres and giving oral presentations.

CTE and Elective Course Descriptions

Career Readiness

Career Success

The Career Success course focuses on two integrated areas of instruction: career preparedness and technology. Course content ranges from high school and career preparation to computer literacy skills. The area of technology is designed to be interwoven throughout course instruction. Mastery of the content standards provides a strong foundation of student acquisition of the skills, attitudes, and knowledge that enables them to achieve success in school, at work, and across the life span. As part of preparing students to be college and career ready, this course also equips them with the skills needed for the workplace, continuing education, and lifelong learning.

The purpose of this course is for students to be able to demonstrate basic computer skills including typing, email, Google Drive, and internet searching; identify the effects of workplace behaviors; analyze personal skills, interests, and abilities and relate them to current career opportunities; and examine the employment process, including searching for a job, filling out a job application, writing a resume, developing and practicing interview skills, and completing required employment forms.

Personal Finance

This course challenges students to alter their thinking and behavior regarding their personal finances while teaching skills in money management, financial planning, spreadsheets, word processor and presentation software applications. This instructional course provides individuals with exploratory experiences related to personal finance which are designed to change behavior. These experiences explore various financial influences including spending, saving, debt, credit and credit history, investing, mortgages, retirement planning, etc. Students develop spending behaviors and habits that will lead to wealth accumulation. The course also provides exploration in the following areas: mathematical calculations applied to analytical information (spreadsheets), consumer marketing concepts (financial traps), computer literacy, economic concepts, and financial and technological developments.

Literacy Support

Reading Skills I
This is an elective course for the development of reading skills for students whose reading skills are far below high school level (e.g., most students taking this course will be reading at below 6th grade). Emphasis is placed on accelerating student learning so that students will achieve the ability to read at the high school level or make significant strides towards that objective. Skills learned in this class include syllabication, vocabulary acquisition, fluency, speed, and reading comprehension.

Reading for Pleasure
This elective course will help students improve their reading skills as they expand and explore their reading preferences by choosing to read three novels and completing activities based upon their novels. To earn the five credits for this course, the student must read and keep a reading log of three novels that the teacher has approved for the student to read. In addition to the detailed reading log, the student must also complete one project for each novel. This course focuses on Common Core reading standards for grade 9-10.

English Novel Elective
This elective course helps students with critical thinking, literary analysis, and the development of creativity within academic writing. In this course, students pick one of a list of teacher approved novels. They will then use that book to complete the majority of their assignments in the class. The assignments vary from essays to creating projects that use creativity, imagination, and textual examples. Students are also required to keep a reading log journal and complete formal assessments on the reading. They will also do assignments that relate to English but that may not be related to the actual novel that they are reading. The course objectives are based on ELA Common Core Standards for grade 9-10.

Entrepreneurship

Leadership (Beginning)
Understanding and executing principles of leadership is critical for students to improve their opportunities at school, work, and at home. This class explores how focusing on the causes or laws of leadership will improve the outcomes or effects of our leadership efforts. This class is a laboratory where students are taught principles and then given opportunities to discuss, explore, and implement these principles.

In the leadership setting, students are challenged to develop their literacy and vocabulary as they read and discuss various books, articles and videos; enhance their understanding of computer applications (including word-processing and presentation applications); elevate their reading, analytical, and writing skills as they read and compose a book report on a selected leadership book; and expand their presenting skills as they create and present their findings developed through the book report process. Students will also be expected to improve their teamwork, collaboration, and leadership skills and abilities as they work in small groups to teach leadership concepts to their classmates.

Entrepreneurial Mindset (Intermediate)
The mindset of an entrepreneur is critical to the development of the business concept and the overall success of any business. This class builds on the leadership principles taught in Leadership class and explores the mindsets taught through relevant books, material, and other resources. As students study

these texts, their own mindsets and behaviors are challenged and changed. Students realize that their thoughts or mindsets affect their behaviors and ultimately the success of their business concept.

Students will build and develop effective mindsets while they explore their personal business concepts and prepare for developing their business plans in the capstone class (Business Planning). Students will expand and refine the skills they developed in the leadership class as they continue to read, analyze, write, and present materials studies in this course.

Business Planning (Advanced)
Business Planning is the capstone class and applies all of the learning and knowledge learned and developed in the previous classes in the entrepreneurship pathway (i.e. Leadership and Entrepreneurial Mindset). Students in this class will develop and write their own business plans (or an assigned project-based business plan), and as they execute this assignment they will research their business concept, location, product, etc. to determine market demand; brainstorm business names and search the United States Patent and Trade Office (USPTO) and Secretary of State (SOS) of all states to determine uniqueness. They will also research local business requirements, apply for appropriate licenses, explore business entity structures, and determine the most effective entity for business concepts; and file articles of incorporation with the Secretary of State's office. Students will register trademarks and patents with the USPTO. Students will analyze, define, and present startup costs, and research funding requirements and potential funding sources.

Where applicable, potential internships with be developed. Students will utilize a suite of business-essential apps including spreadsheets, word-processing, and presentation programs. Students refine their leadership skills as they present their business plans to classmates and potential investors/partners. These skills, knowledge, and tools will be valuable assets as students launch and lead their business plans to implementation.

Early Childhood Education

Child Psychology (Beginning)
In Child Psychology, students learn theories of historically significant psychologists who laid the foundation for scientific research and a clearer understanding of children and the human mind. This course explores how psychological perspectives influence personality and play a role in human development across the lifespan. Students explore and learn how each stage in human development can and does require specific things for human children to grow up strong and healthy. Students examine how children's behaviors are developed, memories are stored, and language is acquired, and the critical period these things must happen. Students also learn about the symptoms and classifications of psychological disorders, along with the various forms of treatments available. After completing this course, students will be equipped with problem solving strategies and even learn strategies to cope with stress. Practical, everyday application of the content is a focus of this course along with background knowledge in child development and the mind.

Through the use of online software, teacher lectures, and projects this course is designed to promote critical thinking through inquiry, problem solving, and reflection. The course guides students to connect prior knowledge, backgrounds, life experiences, and interests to learning the materials. The students will connect classroom learning to their life experiences and cultural backgrounds. The course supports all students to use first and second language skills to achieve the learning goals. The course uses assessment date to establish learning goals and to plan, differentiate, and modify instruction. Students learn new

vocabulary and critical issues of child development through extended video's, open lectures that address emergent literacy, critical period to acquire language, the developmental stages of children, and cutting edge exploration of trauma development in childhood and its effect on children. Students will be gaining emerging knowledge, exploring for increased understanding, applying that knowledge to themselves, integrating their new knowledge with old knowledge, and innovating or becoming creative in their teaching methods with children.

Early Childhood Education (Intermediate)
In Early Childhood Education, students learn more about understanding the childhood experience. Students will create interesting lessons and stimulating learning environments that provide a safe and encouraging experience for children. They will discover how to get children excited about learning, and just as importantly, to feel confident about their abilities; identify good nutrition for children's physical development; analyze and apply how to keep a safe, healthy, and clean childcare environment or preschool classroom; identify the rules and regulations of childcare facilities; develop and implement creative lessons and teach children through play. Students will also learn how to record, observe, and communicate with children; and create a plan for personal and professional growth to set child development goals.

Early Childhood Education (Advanced)
This capstone course prepares students for employment in the care and guidance of young children under the supervision of professional personnel. Instruction includes child growth and development, nutrition, program planning and management, health and safety, guidance, recreational and play activities, child abuse and neglect, developmentally appropriate practices, interpersonal relationships and regulations, operational procedures, emergency and disaster procedures, policies, standards, and licensing, supervision and maintenance of children's environment, professionalism, and classroom management.

Truck Driving

Class A Permit
This basic unit will consist of classroom learning leading to a DMV CDL Class A Permit. Students will take and pass the DMV Class A CDL permit written examination. This course will cover the general knowledge, air brake procedure, and combination. Students will also have the option to become endorsed in doubles and triples, tankers, and hazmat through this course.

Pre-Trip and Inspection (Beginning)
In this beginning course, students will memorize parts of the vehicle by name, learn all internal and external inspections of the vehicle and trailer, and be able to perform/apply leakage tests to the vehicle.

General Skills (Intermediate)
In this intermediate course, students will begin to operate the vehicle under guided supervision. Students will practice straight line backing, offset backing to the right and left, parallel parking on the driver's side and conventional side, and alley docking.

Road and Class A License (Advanced)
In the advanced course, students will learn to shift using a 6-speed, double clutch, brake properly, drive through intersections, drive through urban businesses, change lanes, drive on the expressway/highway,

stop/start effectively, drive around curves, cross railroads, correctly maneuver bridges, overpasses, and other signals, and pass a regular traffic check.

Teaching Assistant
Students can earn credit for being a teacher's assistant in which students may assist other students, prepare materials, run copies, or complete other work at the direction of the instructor.

External Partnerships
At HCCS we have partnerships with Asher College and Cosmo Beauty Academy, and each of these partnerships provides its own courses for our students to receive credit and/or certifications. Courses offered at each are listed below.

Asher College Courses
- A+ PC Support Level 1, Level 2
- Career Success Level 2
- Medical Law and Ethics
- Medical Terminology
- Microsoft Excel
- Microsoft Word
- MS Office Essentials
- Office Administration
- Typing Fundamentals

Cosmo Beauty Academy
- Introduction, Level 2, Level 3, Level 4

Updated Course Descriptions
At HCCS we are currently updating and improving our curriculum and course descriptions as part of our Schoolwide Learner Outcomes for our Western Association of Schools and Colleges (WASC) self-study. As an adult serving charter, we do not presently offer any college preparatory A-G courses.

1.13: Instructional Methods and Strategies Used to Deliver the Curriculum

In our mission statement, we assert that we are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change. Through our instructional methods, we want to ensure that we are working consistently with our mission and our schoolwide learner outcomes. At HCCS we have three Schoolwide Learner Outcomes. Our first is that students will demonstrate measurable achievements each term through assessment. Our second is that students will make progress toward their career goals. Third, students will use technology to communicate for personal and academic use.

At HCCS we utilize the following instructional methods to ensure exceptional academic performance:
- Standards-based Instruction
- Systematic Instructional Delivery
- Student Engagement

- The systematic use of assessments
- Data-driven Instruction

Standards-based Instruction
At HCCS our curriculum is based on seven sets of standards, with Common Core Standards and CASAS at the foundation. Our teachers use our curriculum objectives within each subject and level to ensure that our standards are met. Lessons are taught based on objectives and monthly themes that integrate high interest topics and content. Formative and summative assessment data is used to measure students' prior knowledge and to ensure that our students are meeting our standards.

Systematic Instructional Design
Clear expectations, consistent policies, and strategic instructional planning and assessment are at the foundation of our educational programs.

Clear Expectations
Clear expectations are imperative for our students to be successful. We believe that by creating clear expectations for behavior, attendance, classroom etiquette, homework, content standards, and assessments, our students become accountable for their own progress and success. Our students are at HCCS because they do not have a US issued high school diploma, and they are 22 years old and older. We know that many of our students were not able to graduate during their first attempt at high school and that the traditional education system did not meet their needs. We also recognize that for some of our ELD students, HCCS is the first school they have ever attended. At HCCS we hold all of our students to high academic performance standards. Through this process, students benefit in the following ways:

- Students are held to high standards.
- Students are expected to meet the curriculum objectives for their level.
- Objectives and outcomes are clear.
- Student feedback is related to specific outcomes.
- Students know what they are expected to learn.
- Students have equal access to learning and learning materials.
- Students learn personal responsibility.

Consistent Policies
Consistent policies are also part of our educational program and are closely tied to clear expectations. At HCCS we have consistent policies for the following processes and programs:

- Enrollment in CalJOBS
- HCCS student registration process
- ELD placement tests
- CASAS assessment
- Attendance policy
- Homework policy
- ELD grading system (MADE)
- High school grading system (A-F)
- ELD level completion
- High school course completion
- Transfer credit evaluation
- ELD to high school re-designation process

- ELL Reclassification process
- Graduation requirements

Because of our student population, we must provide clear expectations and consistent policies to ensure that all of our students clearly understand what they need to do to succeed at HCCS and achieve their goals.

Strategic Instructional Planning and Assessment
Strategic instructional planning and assessment are essential to our instructional success.

Student Engagement
Students learn best when they are present and actively engaged in their learning. We want our students to be passionate, motivated learners who are fully engaged in their educational experience. At HCCS our teachers engage our students intellectually, emotionally, physically, and culturally. Intellectual engagement refers to the academic component of teaching. Emotional engagement refers to the relationship between teachers and students and involves monitoring students' moods and emotions. Physical engagement refers to kinesthetic learning where students engage in physical movements or activities. Cultural engagement refers to incorporating student culture into the classroom in a way that students feel culturally accepted while also learning about the cultures of other students. This is critical for new immigrants and refugees to acclimate into their classroom, school, and community.

Intellectual Engagement
- Academic topics are high interest to the students.
- Learning is relevant to students' daily lives.
- Teachers allow students to make choices about projects.
- Instruction is differentiated for students at different levels.
- Learning is authentic and related to the real world.

Emotional Engagement
- Teachers foster classrooms with positive emotions and unconditional, positive regard.
- Students' moods and emotions are monitored by teachers and counselors.
- Teachers support students with peer groups and counselors.
- Teachers and staff build positive and supportive relationships with students.
- Teachers support students and their goals.

Physical Engagement
- Students are engaged in kinesthetic learning through creating and doing.
- Students move around in class, like walking around to complete an activity.
- Teachers reinforce lessons with body movements, using physical activity.

Cultural Engagement
- Students from different cultures are made to feel welcome and safe.
- Students are taught about cultural norms and laws in the United States.
- Culturally diverse speakers are welcome to share in our classrooms.
- Important documents are translated into students' first language.
- Lessons are created to include a multicultural perspective.

Assessments

At HCCS we use a variety of formal and informal testing measures and assessments to evaluate our students. We begin our assessments during enrollment when students are given a diagnostic test and a CASAS test. During daily classes, our teachers assess students through a variety of ways. At the end of every academic unit, teachers use formal assessments and enter grades. CASAS assessments are also used as a measurement of progress and are administered every six to eight weeks.

The evaluation of student learning has four goals in the following priority:

1. To assist student learning as a diagnostic tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area.
2. To use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing.
3. To determine if a student has met or exceeded the necessary level of competency to gain formal recognition, such as to complete a level or receive a diploma, licensure, or certification.
4. To determine if the student is underperforming in relation to their peer group and evaluate if intervention supports are required.

When we assess our students it is to better understand what they know. When we have students who cannot pass a class, we find alternative solutions for them. We understand that some students need remedial support and others may need more challenges and opportunities for growth. When our students have not mastered level appropriate standards or objectives, we find alternative teaching methods to deliver the same content. Our teachers understand the importance of both formative and summative assessment in gauging student comprehension.

Data-driven Instruction

In order to improve student learning, we work to understand our students and adapt to the needs of our students. At HCCS we make data-driven decisions and create data-driven instruction. As part of this cyclical process, we collect many forms of raw data. We then analyze it, make instructional decisions, plan, and reflect. Raw data that we consider in our instruction relies heavily on assessment but also includes:

- Program enrollment data
- Enrollment assessment data
- Demographic data
- Student satisfaction surveys
- Student safety data
- Expulsions data
- Homework grades and completion
- CASAS gains reports
- Literacy and reading gains
- Unit assessments and grades
- Level completion data
- High school graduation and retention rates
- CTE graduation and completion rates
- Course GPA
- Attendance data
- Employment and wage gain data
- College entrance information

By analyzing assessments and data, we better understand where our students are from, what experiences they bring with them, what they are able to do, and the gaps in their understanding. At HCCS our teachers and staff understand how assessment and data inform us about our students and areas for us to improve in educating and meeting the needs of our students.

1.14: How the Curriculum Addresses California Content and Performance Standards

At HCCS all of our curricular standards are directly aligned to the California Common Core Standards, California ELD standards, California English-as-a-Second-Language Model Standards for Adults, CASAS competencies, Workforce Innovation and Opportunity Act standards, Western Association of Schools and Colleges, and the National Reporting Systems (NRS) standards for English as a Second Language.

To ensure that all of our students are meeting program, subject, course, and level objectives, each lesson plan is designed with a specific lesson objective. Each daily lesson is part of a weekly lesson plan, which is part of our larger monthly themes. Our monthly themes are essential elements of our annual academic plan. Through the creation and implementation of monthly unit plans, we ensure that all of our students are taught specific content, even if they complete a level or class.

Monthly Unit Plans
In our ELD program, we have theme-based monthly plans that are part of our standards. Each theme has an extensive list of corresponding lesson objectives within the unit. Based on the needs of the students and the level of the class, teachers select the content objectives appropriate for their class based on their curriculum objectives. Teachers also use the themed unit plans as part of their content for teaching other subjects including reading, writing, speaking, listening, math, and technology.

Month	Theme	Topics	Month	Theme	Topics
Jul	Technology	Technology Vocabulary Using Email Downloading Apps/ Using Smartphones Typing Skills Microsoft Office Internet Research Skills	Aug	Goals	Setting Goals Vocabulary Smart Goals Creating Goals/ Plans Personal/ Educational/ Employment Short-term/ Long-term goals Language Goals
Sep	Educational Systems	Classroom Vocabulary Etiquette K-12 Systems Enrollment Requirements Required Vaccines Colleges and Universities Study Skills Homework Policies	Oct	Employment	Employment Goals Job Applications/ Resumes/ Cover Letters Reading Ads Interviews Clothing Etiquette Career Planning

		Hygiene Tests and Testing Policies Attendance and Punctuality Educational Goals Public vs. Private Schools FAFSA/ Funding/ Grants and Scholarships College Applications/ Essays			Common Jobs and Pay Jobs and Education Workers' Rights Minimum Wage Employer Expectations Appropriate Work Behavior
Nov	Government	US Government Organization Three Branches of Government The President Elections Common Laws Misdemeanors and Felonies Attorneys Court Vocabulary Human Rights Immigrant Rights	Dec	Consumer Economics	Reading Household Bills Budgeting Saving Money Bank Accounts Loans Debit Cards vs. Credit Cards Interest Rates Buying a House Using ATMs Internet Purchases Prices Using Craigslist/ Online Marketplaces Returns/ Exchanges
Jan	Health	Body Vocabulary Pain and Illnesses Common Diseases Talking to Doctors Talking to Dentists Health History Completing Health Documents Health Insurance Making/ Canceling Appointments	Feb	Housing	Vocabulary Housing rights Rental agreements Reading advertisements for housing Utilities Making budgets Housing problems/ Talking to landlords and apartment managers
Mar	Transportation Systems	Using public transportation Reading bus schedules Paying for transportation Using Uber and Lyft apps Vehicle vocabulary MV and driving laws Street signs Reading maps Using GPS Giving directions Airport rules and regulations How to purchase an airline ticket	Apr	Emergencies	Calling 911 Natural Disasters Forest and House Fires Earthquakes Emergency Preparedness Kits Power Outages Health Emergencies Car Accidents

		Bicycle and pedestrian laws and etiquette			
May	Nutrition	Food Pyramid Fats and Oils Food Vocabulary Fruits and Vegetables Meats and Proteins Sugar and Sweets Dairy Carbohydrates Food tracking Apps Nutrition for Weight Loss Grocery Shopping Prices and Paying Reading Signs and Ads Using Coupons Special Diets (Vegan, Halal) Prenatal Nutrition	Jun	Family	Family Vocabulary Family Trees Good Parenting Community Resources for Families Family Law Children's Rights Women's Rights Prenatal Care

English Language (EL) Civics Lesson Plans and Assessments
In partnership with the Workforce Innovation and Opportunity Act (WIOA), we teach English Language (EL) Civics lessons which are designed to engage ELD students in civic responsibility through community involvement. These monthly lessons correspond to our monthly unit plans and are tied to leveled assessments. These lessons incorporate high interest content with reading, writing, speaking, and listening tasks as well as role playing activities and games. The EL Civics assessments focus on level appropriate objectives and are differentiated to ensure that students at every level are able to participate.

Professional Development and Lesson Plans
On the second Thursday of every month, our teachers and staff participate in professional development. During this time, teachers gather by program and level. Curriculum planning, lesson planning, materials gathering and sharing, and assessment planning are essential to the successful implementation of our curriculum objectives. During this time, teachers work together to create, gather, and share materials that are aligned to the courses and levels based on the theme or subject. This collaboration of lessons, materials, and assessments are then shared on our Drive to ensure that teachers continue to have access to the shared documents.

1.15: How the Instructional Program Supports the Development of Technology-Related Skills and Technology Use

At HCCS we value and support technology because we understand that it is directly connected to our students' success. Experience, exposure, and proficiency in technology are critically important for our students and for all 21st century learners. Since the beginning of our school, our administration has made technology a priority. In the beginning, we were unable to acquire the newest technology available, and as result, digital literacy was not provided to the extent we would have hoped. We previously accepted refurbished technology in partnership with certain organizations. In a lot of ways, this helped us to ensure

that students had access to technology in the early years of the school's development. Since then, technology has been implemented more and more, not only in a wider scope but in a more in-depth way. Our goal is for students to be able to utilize computers in a way that reflects the world in which they live. Since HCCS opened its doors to students in the 2014-15 school year, our technology department has expanded significantly. In the beginning, our Information Technology (IT) department was a one-person department. One person was enough to cover distribution of technology materials, maintenance, and internet connectivity. We now have a three-person IT team which consists of one IT Manager and two IT Technicians. At HCCS we are proud to say that our computer-to-student ratio is 2:1, and we work each year to upgrade classroom technology. At HCCS we will continue to increase access, improve our technology, and then utilize it in our classrooms.

Technology at Highlands Community Charter School is always evolving to meet both staff and student needs. A little over a year ago, HCCS was inundated with an unreliable network infrastructure. This meant that many employees and students were unable to print, check emails, and use the internet consistently. We remedied this by completely changing the topology of the network. We completely upgraded our hardware and internet services. We were previously plagued with viruses and malware. This was solved with the introduction of Sophos Central. Lastly, most of our computers used by both staff and students were outdated. As was mentioned before, this has become a central focus to replace all student computers with updated laptops and provide all staff with more modern laptops, computers, online programs, and software.

One of our goals is to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and helping students to communicate in our modern world. Technology standards and objectives are integrated into our curriculum and are clearly defined for our teachers. Across varying sites, our teachers incorporate technology into their lessons. Our teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google docs, emails, etc. Our goal is to have all teachers using and adapting technology to accommodate our students' levels and needs. A new Digital Literacy curriculum is currently being piloted using Northstar Digital Literacy tasks and assessments, and soon it will be incorporated into our ELD and high school programs.

At HCCS we face a complex challenge with technology. Not all of our students, teachers, and sites have the same level of access to technology nor is the same level of technological access possible at all sites. Technology is not limited to computer access, but some sites have more specialized tools than others (e.g., smartboards, document cameras, printers, computer labs, etc.). To combat this issue, teachers encourage students to use their phones to access the internet and to use applications to access email, language applications, such as *Duolingo* and *Pronunciator*, and access classroom materials using Google Classroom. We are currently increasing access to technology at our off-site locations and working to ensure that access is equitable. This means purchasing more updated computers, installing projectors, and training teachers to implement digital literacy.

Our students have varying levels of knowledge and experience with technology. Some of our students are very familiar and comfortable using computers and computer programs. Some of our students have excellent typing skills, experience composing documents, sending emails, surfing the web, etc. while others struggle to turn on a computer. Our plan is to implement digital literacy diagnostic assessments to ensure that all of our students are able to use technology at a basic level for each student's class, and we are working with nationally recognized assessments like the Northstar Digital Literacy Assessment.

Technology, academic success, career goals, and social engagement are all important for our students, and we believe that in order for students to be fully successful in the 21st century, they must become digitally literate.

CASAS Computer-based Assessments

At HCCS we use CASAS computer-based assessments for all of our students in reading, listening, and mathematics. CASAS assessments are standardized tests that are reliable and valid assessments for native and non-native English speakers. The purpose of the assessments is to track student progress over time. Although the assessment is available as a paper-based assessment, a computer-based assessment, and on the internet, at HCCS we use the computer-based format. We believe that teaching our students to use computers for their standardized tests is a valuable and transferable skill. During CASAS, students practice turning on a computer, opening a program, typing personal information, using a mouse to navigate between screens, opening and closing windows, plugging headphones into a computer, adjusting the volume on their computers, selecting answers, and closing a program. We know how important these skills are for our students, and we support our students while they learn how to complete these basic computer tasks.

1.16: Graduation Requirements

At HCCS we have two primary programs with subgroupings in each. We offer a High School Completion program and an English Language Development (ELD) program. Under the high school program, we have Career Technical Education (CTE) pathways, and we offer a citizenship course under the ELD program. These elements, along with interventions and supplemental offerings, comprise our school's educational program. The high school curriculum at HCCS is based on the California Department of Education graduation requirements. The following chart shows what is required of high school students At HCCS with 200 credits minimum required to graduate.

HCCS' high school students are eligible to graduate when they have been awarded 200 high school credits: 100 Academic, 90 Elective, and 10 Career Technical (CTE) credits. As part of the 200 credits, transfer credits and employment credits count toward this total. High school credits are awarded by 5 credits (in 9 weeks) and 10 credits (in 18 weeks). Currently, high school credits are awarded every nine weeks when students receive grades. During

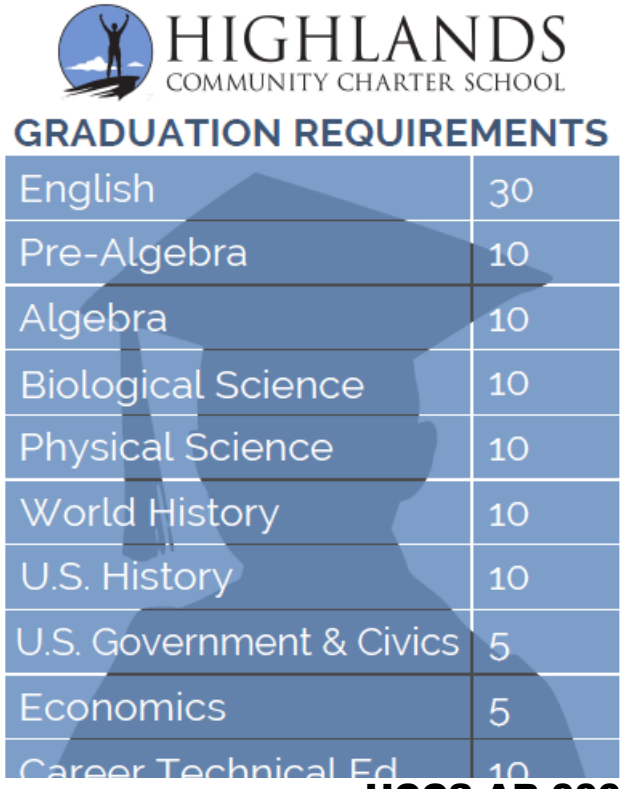

the 2014–15 and 2015–16 school years, high school students received grades every six weeks. During the 2017–18 school year, we transitioned from a six-week grading period to an eight-week grading period. As soon as the high school students complete 200 credits and those credits are verified, students are eligible to apply for their diploma. After students receive their diploma, they are asked to participate in a graduation ceremony.

Counselors and the registrar work together to compose an educational plan for each student. The registrar and counselors also collaborate to ensure transfer students have received all their previously earned credits. Thus, credits are verified once the registrar receives and processes the students' official transcripts from their previous school(s). Once the counselor is aware of the students' graduation status, counselors schedule students into their respective classes. It should be noted that each student is required to take either Career Success or Leadership in order to ensure their CTE requirements are fulfilled.

Counselors help ensure students will meet graduation requirements by conducting routine check-ins. Over the duration of each check-in, counselors update students on their academic progress; this includes discussing credits earned over the course of the each term. Moreover, each student is provided with an academic progress report. In addition, counselors and students discuss the next class/classes students will enroll into and why. As an adult serving charter, we do not presently offer any college preparatory A-G courses.

Credits Awarded for GED and HiSET

At HCCS most of our students earn credits in two ways: by transferring them from a previous school or by earning them at HCCS through completing courses. However, we sometimes award class credit for students who have passed the GED or HiSET. For the GED, we award credits when students have completed certain sections of the GED where it is appropriate and when it is not prohibited by law. Students are also awarded credits for the HiSET. Students are awarded credits after passing either the English or Spanish version of the test, with the exception of English Language Arts, if the test is taken in Spanish. While students can earn credits, all HiSET students are enrolled in high school, and transcripts are evaluated by HCCS counselors and registrar. Credits are awarded from the HiSET on a case by case basis and are categorized as academic or elective as needed.

1.17: Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

Highlands Community Charter School received a 3-year preliminary Western Association of Schools & Colleges (WASC) accreditation in the 2015–16 school year and is currently WASC Accredited through June 30, 2019. HCCS is currently undergoing the Self-Study process to renew the accreditation prior to expiration and has scheduled a seven person team of WASC representatives to visit HCCS's many locations during February of 2019. HCCS has grown exponentially as have our programs, locations, enrollment, and partnerships. Each instance of growth or change was centered on the benefits they would bring to our students. HCCS submitted substantive change reports to WASC in October of 2018, which were accepted.

HCCS school leadership has used the WASC Action Plan and Local Control Accountability Plan (LCAP) to align all student schoolwide goals. Through the implementation of the WASC plan and LCAP, HCCS engages in authentic stakeholder reviews and input on everything from budget and governance to

facilities and curriculum. HCCS utilizes its diverse Leadership Cabinets as a critical review group that reviews, informs, and recommends programmatic development and improvement. The mid-year LCAP review, curriculum review, and WASC review act as internally driven programmatic audits assessing progress against designated goals.

1.18: Informing Students about the Transferability of Courses

Students meet with their assigned counselors in one-on-one appointments that are set to make individual course maps and goals. During these individual meetings, the counselor discusses with the student his/her scope and sequence of all requirements and grade equivalents needed to ensure graduation and college acceptance. If a student is not on-target with his/her graduation road map, the counselor also helps amend his/her scope and sequence to earn necessary credit redemptions and all other prerequisites. Our ELD Navigators are bilingual or multilingual and can provide necessary presentations and documents in the appropriate languages. ELD Navigators work with the students individually to educate them according to their individual goals.

Within the context of these relationships and various presentations, students will be informed about the transferability of courses to other high schools and college, including WASC accreditation. As HCCS is not a college preparatory charter school, it will not generally include A-G classes, but students will be informed that, as graduate, they may enroll in a community college or another college that does not require A-G college preparatory courses.

1.19: Transitional Kindergarten

Serving adults ages 22 years and older, Highlands Community Charter School does not provide a Transitional Kindergarten program. However, we do provide Early Childcare Education (ECE) courses as part of our Career Technical Education ECE program. Through this program, our adult students who are interested in Early Childcare Education provide care to non-school-age children of HCCS students in play care at various sites while working toward a Child Development Associate Teaching Credential and/or a State of California in-home Child Care License.

Academic Calendar and Schedules

1.20: School Calendar

The 2019–2020 calendar below indicates the beginning and end of instructional days for students in yellow. Highlighted in red are the student holidays, gray are breaks, and green are teacher work days/non-student days.

Highlands Community Charter School

2019-2020 School Calendar

July 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	M	Tu	W	Th	F	S
				1	2	3

4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2019						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	Tu	W	Th	F	S

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

First/Last Day of School Teacher Work Day/No School Holidays/No School No School

Important Dates and School Holidays

July 8th	First Day of School/Track A	Dec 23rd - Jan 3rd	Winter Break
Aug 8th - 9th	Teacher Work Days	Jan 20th	MLK Day
Aug 12th	First Day of Track B	Feb 14th & 18th	Teacher Work Days
Sept 3rd	Labor Day	Feb 17th	President's Day
Sept 10th	First Day of Track C	Apr 6th - 10th	Spring Break
Nov 11th	Veterans Day	May 4th - 6th	Teacher Work Days
Nov 25th - 29th	Thanksgiving Break	May 25th	Memorial Day
Dec 13th	Teacher Work Day	June 30th	Last Day of School

1.21: Sample Daily Schedules

Through our daily schedules, we ensure that our students are making progress toward course level completion and high school graduation. Our schedules below are listed by program for regular days and early release days.

ELD Regular Day

Time	Period Description	Minutes Per Period
8:25–9:25	Writing & Grammar	60
9:25–10:00	Speaking & Pronunciation	35
10:00–10:45	Math & Consumer Economics	45
10:45–12:00	Reading & Vocabulary	75
12:00–12:25	Technology & Computer Literacy	25
Total		**240 Minutes**

ELD Early Release Day

Time	Period Description	Minutes Per Period
8:25–9:05	Writing & Grammar	40
9:05–9:40	Speaking & Pronunciation	35
9.40–10:15	Math & Consumer Economics	35
10:15–11:00	Reading & Vocabulary	45
11:00–11:40	Technology & Computer Literacy	40
Total		**195 Minutes**

English Language Development: Citizenship

	Monday	Tuesday	Wednesday	Thursday	Friday

5:00–7:00	History and American Government Vocabular y Listening	History and American Government Reading and Vocabulary	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening	Speaking and Pronunciation Listening Mock Interviews
7:00–9:00	Homework Review Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening N400 100q	Listening Speaking and Pronunciation N400: Textbook and CD/ Oral practice	Reading and Vocabulary Writing and Grammar N400 and 100q	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening Test Preparation	Quizzes and Tests
Total Minutes:	**240**	**240**	**240**	**240**	**240**

High School Regular Day

Time	Period Description	Minutes Per Period
8:00–10:10	English Language Arts	130
10:11–10:15	Break	
10:15–12:25	Algebra	130
12:26–12:59	Lunch	
1:05–3:15	American History	130
Total		**390**

High School Early Release Day

Time	Period Description	Minutes Per Period
8:00–9:45	English Language Arts	105
9:46–9:50	Break	
9:50–11:35	Algebra	105
11:36–12:14	Lunch	
12:15–2:00	American History	105

Total		**315**

Students must be enrolled in a program with these minimum minutes of instruction. This includes all of our CTE programs and partnerships.

1.22: Instructional Days and Minutes Calculations

Grades	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/ Below State Req't.
1	175	240	46	195	0	0	221	50400	50,970	570
2	175	240	46	195	0	0	221	50400	50,970	570
12	175	390	46	315	0	0	221	64800	82,740	17,940

1.23: Early College and Middle College

HCCS is not an Early College or Middle College High School. As such, requirements for these programs are not applicable to the educational programs at HCCS.

Professional Development

1.24: Recruiting Qualified Teachers

Highlands Community Charter School recruits well qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers in Adult Education. This gives us the opportunity to market our charter school as a competitive organization in which to work. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

1.25: Ongoing Professional Development

Recognizing the importance of staff development and teacher training, Highlands Community Charter School honors its staff by providing numerous professional growth/orientation opportunities throughout the year. We give our teachers weekly opportunities to use additional out-of-class time for lesson planning, grading, and preparation. Additionally, we offer monthly workshops, trainings, and collaborative opportunities for each of our employees schoolwide within their departments. Some of these include the following:

- During more than half a dozen Teacher Work Days/Non Student Days, HCCS provides a full day of schoolwide staff professional development, offering sessions addressing such topics as employee benefits, community partnerships, CPR training, sexual harassment training, Safeschools Trainings, Catapult Emergency System training, etc.
- HCCS offers monthly instructional professional development days that feature break-out sessions and workshops led by our Professional Learning Coordinator and Lead Teachers addressing such topics as standards alignment and curriculum, use of instructional approaches, materials and assessments, application of technology in the classroom, cultural awareness, leadership, literacy/pre-literacy, etc.
- In addition, HCCS is committed to providing full-time certificated teachers with funding designated to support his/her participation in the pursuit of additional training, advanced degrees or designations, continuing coursework at the college or university level, or attendance at educational workshops and/or conferences, contingent upon annual budget allocations. Our teachers have attended EdTech, California Association for Bilingual Education (CABE), Positive Behavioral Intervention Systems (PBIS), Systematic Instruction and Phoneme Awareness, Phonics, and Sight Words (SIPPS), California Teachers of English to Speakers of Other Languages (CATESOL), CASAS Institute, and Workforce Investment Opportunity Act conferences.

Professional development and collaboration will continue to be scheduled on a regular and ongoing basis to support teachers and staff throughout their careers at HCCS. In establishing a professional teaching environment, HCCS will continue to ensure collaborative, schoolwide planning time for teachers to design student-focused curriculum, pedagogy, and assessment through which students can make connections and deepen their understanding of concepts and achieve higher levels of academic success.

Moving forward, HCCS will continue to strengthen internal professional development, which will focus on curriculum alignment and teaching strategies/delivery. We plan to begin a structured and supported system for teachers to observe their peers and learn from one another first hand. Additionally, we are in the process of creating a systematic approach to external professional development, which will ensure that each teacher is allotted the same number of conference opportunities throughout the year. HCCS will continue to survey teachers and students' needs, allowing for those results to drive the professional development calendar.

In order to ensure that HCCS teachers are prepared to successfully deliver a rigorous curriculum, we hope to improve upon initial induction as well as ongoing professional development for all teachers in all disciplines. After much internal dialogue and cross-departmental discussion, HCCS created a professional

development plan for the 2019–20 school year which will include common themes of curriculum implementation, teaching strategies, and improved communication.

	ELD	HS	CTE	Office
Summer	Curriculum: objectives, materials, lesson plans, rubrics	Collaboration: cross-curricular/team building	Curriculum: align to state mandated requirements	Customer Service: conflict management
Fall	Instructional Strategies: multilevel, differentiation	Leadership: teacher culture, sharing, CTSP	Engagement: student buy-in for CTE programs	Legality: registration, orientation, files, FERPA
Winter	Cultural Competency: teachers and students	Curriculum: standardize, accountability (check-ins)	Integration: high school/CTE course content	Health/Safety: process and protocol clearly delivered
Spring	Classroom Management: techniques, sharing, teams	Grading System: process for credits, progress reports	Relevance: graduation to job market transfer of skills	CASAS/ PowerSchool: training, internally and externally

At Highlands Community Charter School, we recognize the important role new teacher support plays in preparing great teachers for the rest of their careers as educators. It is the mission of the induction team at HCCS to not only provide regular support through mentorship and professional development but also provide new teachers with leadership skills and the opportunity to demonstrate their abilities through systems of professional growth. Partnering with both Sacramento County Office of Education's Induction program for Single and Multi Subject Credentials and the San Diego County Office of Educations' Designated Subjects Credentialing Consortium for CTE and Adult Education Credentials, HCCS facilitates and provides sponsorship through two years of growth and professional learning, covering the cost of tuition, training, and mentor partnerships. Highlands Community Charter School prides itself on helping teachers build lifelong skills both in the classroom and in their long-term professional goals as academic leaders dedicated to the success of students.

Meeting the Needs of All Students

1.26: English Learners

Highlands Community Charter School is committed to all students, including English Language Learners ("ELLs"). HCCS meets all applicable legal requirements for ELLs as it pertains to annual notifications, student identification, placement, program options, ELL and content instruction, teacher qualifications and training, Reclassification to Fluent English Proficient status (RFEP), monitoring and evaluating program effectiveness, and standardized testing requirement. HCCS implements policies to assure proper placement, evaluation, and communication regarding ELLs and their rights.

Identifying English Language Learners
HCCS administers the Home Language Survey ("HLS") upon initial enrollment though our registration forms where students answer the following Home Language Survey questions:

1. Do you speak English fluently?
2. What language did you first learn to speak?
3. What language do you most frequently read/speak at home?

These questions are used to determine a student's home language status as follows:

- *English Only (EO)*

If the answers to the three questions are "English", the child is classified as English Only.

- *Possible English Language Learner*

If the answers to any of the three questions on the Home Language Survey indicate a language other than English, or a combination of English and another language, and there is evidence of significant non-English exposure, then the student is assessed using CASAS to measure his or her level of English proficiency. The student is then consulted by a staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the student.

- *Self-Identified English Language Learner*

If a student initially self-identifies as an ELL, s/he is immediately assessed for English language proficiency for appropriate placement and is automatically placed in an ELD classroom appropriate to his/her level.

Educational Program for English Language Acquisition

As HCCS is required to timely identify potential ELLs and provide them with an effective English language acquisition program that affords meaningful access to the school's academic core curriculum, instructional plans for ELLs are (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

HCCS implements our own English Learner Instructional/Master Plan. The instructional plan encompasses the following, including but not limited to:

- How ELLs' needs will be identified;
- What services will be offered;
- How, where, and by whom the services will be provided;
- How the program for ELLs is evaluated each year and how the results of this assessment will be used to improve those services (annual report of the assessments)

Using Standardized Assessment to Support Student Progress

In accordance with state and federal regulations, students whose HLS indicate that a language other than English is used at home are assessed for their English language proficiency level within 30 calendar days of enrollment. In addition, students are notified of the assessment results and program placement within 30 calendar days of initial enrollment.

Based on a student's overall performance on the CASAS, s/he may be classified as an English Language Learner or an Initially Fluent English Proficient (IFEP) student. Once a student is identified as an ELL, s/he is placed in an ELD class that supports her/his identified level. State and federal guidelines require each EL to be assessed annually to determine their progress in acquiring English language proficiency;

however, at HCCS each student is assessed every six to eight weeks with the CASAS and additional end-of term assessments to capture progression and to advance through program levels efficiently until she/he meets the eligibility criteria and is Reclassified Fluent English Proficient (RFEP).

Strategies for ELL Instruction and Intervention

The instructional design model used at HCCS places heavy emphasis on differentiated instruction to meet the needs of the ELL population based on academic and language readiness. Through the well-defined professional development plan that accompanies this instructional design model, teachers are trained on a variety of instructional strategies to be used specifically with EL students. These strategies include support materials from state adopted materials, academic language scaffolding, and full-time instructional support with our English language learner expert instructional staff. Our Professional Learning Coordinator conducts regular staff development sessions to review current practices and develop strategies for students.

In order for the ELL students to remain current with their peers, HCCS emphasizes alignment to state adopted standards and materials to ensure ELLs have the same core base of knowledge. Additionally, ELLs are provided with supplementary materials to create extensions and scaffolding to the curriculum for better understanding of the materials.

The use of academic language scaffolding demonstrates to ELLs the step-by-step processes to complete tasks on their own. Scaffolding includes several linked strategies including modeling academic language, contextualizing academic language using visuals, gestures, and demonstrations, and using hands-on learning activities that involve academic language.

Process for EL Reclassification

We have developed a process and an accompanying form outlining the criteria for EL reclassification. Specifically, we assess the four components laid out in CDE's guidance:

1. We will continue to assess English language proficiency (ELP), using CASAS (Comprehensive Adult Student Assessment Systems) results, which we obtain every 6-8 weeks from our students. We pair that with internal measures of English language proficiency which are designed around our curriculum and are in turn aligned with state and federal standards.
2. Our ELD teachers use both periodic and end-of-term assessments to review students' mastery of curriculum. Our high school teachers use formal assessments at the end of chapter, unit, and term to assess students' mastery of curriculum.
3. As adults, our students are invited to participate with opinions and consultation regarding their readiness for reclassification. They are advised at the beginning of the year (or upon entry into our ELD program) and then annually of their rights and the process of reclassification.
4. We use PowerSchool and other tracking methods to establish the range of performance by English proficient students, and then use those results to compare with ELs' performance.

Process for Monitoring Progress of ELs and Reclassified (RFEP) Students

We are making substantial improvements to our schoolwide curriculum for ELD classes, our internal assessments and instructors' ability to use them, and our entry and tracking processes for ELs' progress. With these fully in place, we will be better able to track students and obtain more useful data on ELs' progress. The same will be true of reclassified students as they proceed in our programs. Enhanced assessments and tracking, along with our Reclassification Specialist in charge of the reclassification and monitoring processes, will allow us to do more tracking during progress.

Process for Monitoring Progress and Effectiveness of Supports for Long Term English Learners (LTELs) and for Students At-Risk of Becoming LTELs

Given that our program is much shorter than six years, we have not implemented a process for identifying or monitoring the progress of LTELs. Nevertheless, we are improving our methods for identifying and intervening with at-promise students. In our high school program, teachers and counselors have implemented a program to identify students at risk of not making academic progress. This process will help identify students at risk of becoming LTELs. The Reclassification Specialist, working with our data team, will also work within our ELD program to identify students whose progress is slower than expected.

1.27: Students Achieving Above Grade Level

While Highlands Community Charter School does not subscribe to a Gifted and Talented Education (GATE) specific program as we are primarily serving adults who have previously faced many obstacles to achieving academic success, our methodology meets the advanced educational needs of our high achieving students within the regular classroom by tailoring individualized learning plans for each of our students and providing level appropriate content and support. However, we recognize that many of these obstacles are not necessarily intellectual, and as such, we strive to identify and support our high achievers.

With our highly individualized learning plans and differentiated classrooms, identifying high achievers comes naturally as students are able to demonstrate proficiency and progress on a daily basis through one-on-one formative assessments, bi-monthly CASAS assessments, and course completion rates. In HCCS high school classrooms, students are able to progress through course content as quickly as they feel comfortable and are awarded grades and credits upon course completion even though course content is designed to take either nine (9) weeks or eighteen (18) weeks depending on the course. Additionally, all High School students at HCCS are assessed in reading and math every six (6) to eight (8) weeks. In the ELD classroom, students work in multi-level classrooms where their instructors formatively assess them on a daily basis and can freely adjust and deliver content complexity as necessary as multiple levels and content areas are being addressed daily. HCCS ELD students are assessed in reading, listening, and math by CASAS proctors every six (6) to eight (8) weeks. ELD Teachers administer summative assessments at appropriate times during the term, including at the term's end and award progress marks to determine whether individual students are ready to advance to the next level.

Based on these assessments, individualized and small group lesson plans are prepared for each student. Students working above content level are placed in the curriculum at the appropriate level, which allows them to work in a content-accessible environment. For example, a Low Beginning ELD student may be working in the Low Beginning curriculum in Writing but at a High Beginning curriculum level in Reading. This student might change group settings throughout the day to allow for higher stimulation of content through new group settings. This allows for individualized instruction in the coursework area that is appropriate for the student and allows them to work at a pace and in an environment that is most appropriate to their abilities. Students who are advanced in all content areas can work ahead in all coursework, and students who have a specific aptitude in one or two subjects can work ahead in those specific subjects but still receive the time and attention they need for content areas in need of deeper focus. This classroom-based, individualized learning environment allows academically high achieving

students to accelerate their learning, propelling them more quickly toward high school completion and diploma obtainment.

Additionally, we currently implement or are working toward the implementation of the following enrichment programs for students who show great aptitude in other areas of the curriculum:

- Our Early Childhood Education (ECE) program students currently use *Edynamic* to access advanced classes and electives. We plan to train teachers on the use and implementation of this resource as an additional tool to support our high achieving students in their academic goals and keep them engaged in their learning throughout their academic careers here at HCCS.
- High achievers may currently choose to become teaching assistants in various elective classes, where they can hone their own academic skills through the guidance they provide other students with the direct support and oversight of the instructor.

By providing individualized programs for high-achieving students, Highlands Community Charter School is able to meet the needs of those students who have a greater aptitude in one specific subject matter area, as well as those students who are high achievers in multiple areas. In this way, all students' needs are being addressed.

1.28: Students Achieving Below Grade Level

Students Achieving Below Grade Level

We choose to serve the unserved and recognize that this means many of our students have struggled with academic achievement in the past. We believe that all of our students are capable of greatness and go through great strides to remove obstacles to their achievement today. Our classrooms, by design, effectively serve students who, historically, are academically low-achieving, as well as those who are academically high-achieving.

Given the vast differences in educational, cultural, socio-economic, geographical, and emotional backgrounds of our students, we know that they will all learn at different paces. In the same way we identify and support our high achieving students, we use highly individualized and differentiated classroom setting and multiple assessment strategies to determine which of our students are in need of additional supports in order for them to successfully achieve their academic goals. Our individualized and differentiated classrooms support students in completing their required coursework and curricular content in a self-paced fashion, allowing them additional class time and instructional support to master curricular content before advancing.

By having a year-round learning program, our students are able to maintain their focus, motivation, and educational momentum with less interference of external distractions that might deter them from returning at summer's end. This promotes in our students a sense of commitment, and we regularly tell them, "Progress requires commitment, and commitment requires attendance." When our students feel committed to their own achievements, this leads to happiness which contributes to great learning environments for all and radiates to the surrounding community.

All of our students have decided to further their education because they desire to learn and produce purposeful, meaningful work in order to better navigate the world around them and participate in the community in contributory ways. When they are able to learn at their own pace, and the teacher, through his/her observations of each student, is able to prepare individualized lessons to meet the needs of the students in his/her classroom, this system has a foundation built on trust and respect of the individual, resulting in community members who make marked impressions on all those who witness success beyond expectations.

Our plan for low academic achievers includes three remediation areas. These include: Student Success Team (SST) plans, access to academic support programs, and the availability of supplemental materials to teachers.

Student Success Team (SST) members identify specific academic areas of need for low achievers and plan interventions that are monitored and reviewed at subsequent meetings. Plans include specific modifications within the classroom, resource materials and referral to supplementary assistance, and programs that target specific academic skills.

Programs, assistance, and services that target the needs of academically low achievers include:

- Reading Specialist
- High School Reading Skills classes
- Multilingual Paraeducators
- Math Paraeducators
- Literacy Classes - our ELD non-literate students, who have had very little, if any, access to written texts in their native languages are provided specialized instruction by Second Language Learner (SLL) literacy specialists.
- SIPPS Reading
- Student Engagement Liaisons

HCCS's curriculum has the flexibility to provide concrete materials for those students who are not ready for more abstract learning. The flexibility of the curriculum also allows for students within a classroom to work at multiple skill levels. Students' individualized work plans are modified to target skill remediation as needed or to provide additional challenges for skills already achieved. In addition to the availability of a wide variety of materials, teachers have access to supplementary materials and support from the Resource Program. Teachers check out materials to target skill areas as needed. They also have access to the Pre-referral Intervention Manual (PRIM), which provides multiple classroom interventions for specific academic areas.

Response to Intervention (RTI)/Student Success Team (SST)
Highlands Community Charter School teachers and staff utilize the Response to Intervention Model (RTI) to address the educational needs of our low achieving students to ensure learning is occurring. Struggling students are identified by procedures established by each school site, including CASAS results, student performance below 70% in a core subject area and/or failing to make adequate progress to next level courses. These students are provided with interventions such as highly qualified, research-based classroom instruction, ongoing student assessment, multilevel and differentiated instruction, and strong student involvement. These services are provided by a variety of personnel, including paraeducators (i.e. teacher assistants) and teachers during a scheduled RTI period. After appropriately utilizing the RTI

process, students requiring further modifications other than additional instruction and re-teaching will trigger the Student Study Team (SST).

The SST focuses in-depth on one student at a time and encourages the adult student to participate in finding solutions. The SST uses a systematic problem solving and coordinating approach to assist students, teachers, and staff in seeking positive solutions to concerns that are interfering with success and to maximize student potential. The SST clarifies problems and concerns, develops strategies and organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher, and student. This process informs individual and class wide actions to address issues such as use of classroom resources, behavioral management, and classroom modifications. Many students can benefit from an SST, including those students achieving below or above grade level and students who have experienced emotional trauma, behavioral issues, or language issues.

Anyone who has a concern for a student can refer that student to an SST based on the RTI model for consideration. Our adult students may also self-identify and seek services for themselves. The referring party completes an HCCS SST Referral Form and submits it to the Director of Curriculum and Instruction and the student's counselor, who establishes an SST meeting. Anyone who is connected with that student can be included in the SST to provide information to share about the student's strengths, concerns, and strategies that have been used in the past. These people may include, but are not limited to, teachers, parents, counselors, doctors, administration, social workers, advocates, and law enforcement. Progress on action items is monitored by setting a follow-up SST meeting date within 4-6 weeks of the initial meeting. At the follow-up SST meeting, action items are reviewed, and student progress is discussed. The follow-up SST meeting is documented on the *Student Success Plan Follow Up,* at which time the action plan may need to be modified and additional interventions may be added depending on student progress.

A key goal to the HCCS RTI model is to improve the outcomes for all students. After implementation of an SST plan and follow up, if the problem continues, revisions to the plan may be discussed, or if necessary, a referral for special education or Section 504 assessment might be deemed necessary by the SST.

1.29a: Socioeconomically Disadvantaged/Low Income Students

At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies socioeconomically disadvantaged/low income students upon registration through our Household Income Data Collection form, and the information collected is recorded in our PowerSchool SIS system, allowing HCCS staff to monitor and track students in this subgroup.

As a large majority of our student population are identified as socioeconomically disadvantaged/low income, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in fun academic enrichment activities that are aligned to their level-pacing academic plans and are taught cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how

to use mental models. Additionally, in order to meet the economic needs of this subgroup of students, HCCS holds workshops with partners on issues related to economic need.

1.29b: Students with Disabilities

Overview

Highlands Community Charter School will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older and is not required to join a SELPA pursuant to Education Code 47641(a) either on its own or with a grouping of charter school LEA's as a consortium. As such, HCCS does not receive state and federal revenues in accordance with the SELPA's allocation plan. However, if a student, who previously had an IEP, enrolls at HCCS, a copy of the previous IEP is reviewed to identify specific learning disabilities from the SST to determine if the student is then 504 referable. If HCCS can meet the accommodation requirements from the previous IEP, then these accommodations will be incorporated into an SST as strategies. Any decision to deny or grant an accommodation by the SST shall be made in accordance with the law. Implementation of Special Education service begins with a Response to Intervention and pre-referral remediation and monitoring of low achievers by Student Success Team members. The team identifies problem areas for low achievers and plans interventions that are monitored and reviewed at subsequent meetings. When students do not make satisfactory progress after implementation of remedial programs and strategies, they may be referred for evaluation under Section 504 of the IDEIA.

Students in this subgroup are monitored in the same way as their general education peers except with some accommodations and modifications according to each student's SST or 504. Special education teachers are expected and required to provide progress reports on SST/504 goals at the same frequency in which general education teachers provide report cards and progress reports.

1.30: Students in Other Subgroups

Former Foster Youth

HCCS students are identified as former *Foster Youth* through enrollment applications. HCCS tracks students formerly in foster care through CALPADS. Students' assigned school counselors at HCCS meet the needs of each student individually by providing access to resources (e.g., clothing closet, food pantry) or to partners and mental health providers who are readily available to assist with the mental health needs frequently associated with students formerly from the foster care system. Interventions for students formerly in foster care are provided as needed through an SST (Student Success Team) process, which is provided depending on need based in academic and behavior performance. Additional support is provided to HCCS former Foster Youth through our student meetings and teacher and administrator open door availability. Teachers track how former Foster Youth are performing academically in their SST Action Plans after each benchmark to ensure they are maintaining growth.

Standard English Learners

Standard English Learner (SEL) students who speak African American Vernacular English (AAVE) and Latino American Language have mastered a language variety that is of a non-mainstream form. Each of these varieties is based largely in English vocabulary and grammar but employs its own phonological, lexical, syntactic, discourse, pragmatic, and usage features. These non-mainstream varieties are systematic and highly structured, with explicit rules for forming sounds, words, and sentences and are highly effective and useful as language systems in their communities of practice. The retention and application of the complex linguistic rules of these English varieties generate differences between the students' home speech and the language of the school. SELs are identified through examination of writing samples since SELs tend to write in an oral style that reflects the dialectical variance. Teachers and Specialists meet the needs of this subgroup through daily classroom instruction and support. HCCS provides focused professional development for its instructional team and monitors the progress of students in this subgroup through assessments and tasks that identify features of AAVE and Mexican American English such as students' ability to use context clues, word parts, multiple choice, examining writing samples, and monitoring fluency.

"A Typical Day"

1.31: A Day in the Life of HCCS

Many of our students start their day with their children, getting them ready for school, walking them to school, to the bus stop, or dropping them off in their car. Some of our students bring their small children to school at HCCS with them for play care. For our night classes, our students often arrive at school right after work.

Once our students arrive at school, they go to class, greet their teachers and classmates, enjoy tea or coffee, and settle into class. Days typically start with a warm-up, reading, or discussion to get students' brains warmed up and excited for the day ahead. Our teachers utilize thought provoking subjects to spark our students' intellect.

All of our classrooms utilize technology—many of them in very innovative ways. You may find a teacher utilizing Google Classroom and assigning projects to students which they receive on their personal cell phones. Other classrooms may utilize personal laptops where students can independently research topics, use web-based tools in study groups, or work on their resumes. Each teacher is able to tailor the classroom technology to his/her student population. For our multilevel high school classes, students are grouped at tables by the subject they are currently studying and work as a team towards their projects or work.

One of the most cherished experiences of our students at HCCS is the diversity of our "HCCS family". We have students from over 60 countries who speak 30 different languages. Our students become friends, support systems, mentors, and sometimes family during their time at HCCS. While walking our campus at lunch or break time, you will find diverse groups of students socializing together, laughing, or sharing food. Food is a huge part of the HCCS culture. It brings people together, allows our students to share their culture, and strengthens the relationships of our students.

Our high school students rotate classes based on their credit deficiency and level. A high school student's typical day could start in our English classroom, where they are reading a novel, then go to their pre-algebra or algebra course, where every student who walks through our doors with math anxiety leaves with confidence and appreciation for math, and their day may end in a career success class where they are learning about soft skills, interviewing techniques, and proper career attire.

During their time at HCCS, our students will come into contact with a number of different support personnel from paraeducators in their classrooms who can provide one-on–one assistance to career counselors in the student success center who can assist with record expungement, license reinstatement, and refer students to part-time employment to survive while attending school. Their counselor checks in with them on a regular basis, and our clear connection group provides a weekly support group for students who are dealing with a variety of addictions.

Student Biographies

Lupe Aguilera spent most of her life making noise so that someone would notice her. As a child, who grew up in a family of 14 siblings, Lupe was never given the recognition or support she needed to believe in herself. What's worse is that no one believed her when she told them she was being abused in her own household. "It got to the point where I wanted to just shut myself out. So I got myself into trouble all the time because I felt like my mom wasn't paying attention to me," Lupe said. "I thought if I got into trouble, maybe she would start paying attention to me." When she realized no one was listening, Lupe said she started to act like the housemaid in order to get herself away from her abuser. She would clean up the five-bedroom, three-bathroom home once a week so that she could get permission to leave for as long as she liked.

Lupe went from couch to couch, family to family, group home to shelter, trying to find someone, anyone who would care. Finally, she found that one person who turned it all around for her, but it wasn't until much later in her life—after she had already had two children of her own. "I was in the shelter with my kids, and I was still messing up—still coming home late and drunk. I couldn't get it right. After a while, the workers at the shelter called me in. They were just tired of me because I couldn't get my shit together," Lupe remembers. They all sat Lupe down at a table and told her that everyone had voted her out, that no one wanted her there anymore, and that they didn't see anything in her. They told Lupe what she had been convincing them of all along—a truth she had believed herself.

"But there was this one guy there. His name was Jeff, and I'm never going to forget hi. He told me, 'I do see something in you, and I think you should stay. I think you should work this program like I know you can.' And ever since he told me that and believed in me, I got my shit together. I think I was just always looking for someone to do that, but I didn't know that it was that I needed," she said. Finding her place in this shelter helped Lupe to understand that when you fall down, it's okay to ask for help getting back up. "When I initially left to join the shelter, I told my parents, who I was living with at the time, that I was going to a hotel because I knew they would disown me if I told them. They had too much pride and thought they could help me themselves. Plus, me living with them was providing them with more disposable income," she said.

But once Lupe broke down and told her parents, the opportunities started opening up. "They were so mad at me," Lupe said as she started to cry. "I just told them that it's good for me and good for my kids and that I'm trying to be something better that I know I can be." Shortly after, Lupe earned a spot in transitional housing and started making strides for herself and her family. She started working full time

and attending AA and NA meetings. “I couldn’t believe I was making moves without having a partner by my side,” Lupe said, “because Mexican women think that we need a partner to be with us because they are going to be our suppliers for everything and that we gotta depend on them, but it’s not true. We need to know that we can depend on ourselves.”

The outreach that she received through her shelter and those giving back in the community shook Lupe to her core. “It was so crazy—I never knew there were people out there like that. It made me change my ways,” she said. Lupe said when she looks back on the years of her life that were spent high, she remembers how desperate she felt and doesn’t want to ever return there. “I was going crazy. Like I would see or hear things that weren’t even there. I would take so many pills, and I would faint,” she said. “I just want to be better. My mom has always been that person who takes advantage of everybody. So I didn’t want to be like my mom, and I still don’t want to be like my mom. I think that’s why I try to do everything I can for my kids now.”

Lupe’s relationship with her children has evolved greatly over the years, and she has finally won custody of her boys from a relationship which caused her much turmoil in her past. “Going through the custody battle with my kids was so hard because I couldn’t read or write. I was constantly using my phone and talking to it to see how things were spelled to write it down on all that formal paperwork. It was hard,” Lupe said. “I’ve come so far, and I won’t stand for things anymore. I’m not going to be cleaning up after anyone else for the rest of my life.” Now is the time in Lupe’s life where she is focused on herself and her family. The first step in that journey was her graduation from Highlands Community Charter School on January 25, 2018. She is also an employee, working in the Clothing Closet and providing resources to those of our students in need. It was Lupe’s vision to develop a mobile clothing closet for our school, which has made resources more readily available to those who are not on our main campus.

Brian is a 32 year old who attended 8 different schools from elementary to high school due to behavioral issues. He was given an IEP for his ADHD and never had expectations of success for himself. He dropped out of school in 10th grade, joined a gang, and started selling drugs to buy what his single mother couldn’t afford. His choices led him to multiple incarcerations, never working an honest job, and a severe lack of self-confidence. While Brian was on probation, he was referred to a community partner for permanent housing where HCCS provided on-site education. Brian enrolled in our High School Completion program and our Truck Driving program to earn his diploma and Class A License. Brian faced significant challenges with Math and required one-on-one support and instruction. In the past, Brian had significant anxiety and struggles with math. HCCS was able to provide assistance to Brian, and he was able to pass his Algebra class and build his self-confidence and ability to succeed in school. While studying for his high school diploma, he also took our Truck Driving Pathway and earned his Class A License. Passing his Class A Permit test was a huge confidence builder and one of the first successes he’s had in his life. This gave him the confidence to learn the skills necessary to pass his behind-the-wheel test and earn his Class A License. With a high school diploma and Class A License under his belt, Brian was able to go out and start his first job. This is a huge accomplishment for Brian! Now, two years later, Brian is still working as a Truck Driver for a local distribution company, earning a livable wage, supporting his family, and giving back to the community.

Shatoya is a 26-year-old high school dropout. She dropped out of school after her mother passed away when Shatoya was in the 11th grade and was placed in foster care. In and out of different homes and dealing with the death of her mother, Shatoya was not able to recover and stay in school. Shatoya lives in the Del Paso Heights neighborhood and was riding the bus one day when she saw a sign for Highlands Community Charter School and decided to stop and see what we had to offer. Shatoya always promised

herself that she would earn her diploma for her mom and for herself. She enrolled in school and started the next day. At HCCS Shatoya became very active in student government, tutored her peers, and volunteered with the food distribution program. She earned a 4.0 and had perfect attendance during her time here. The teachers and staff recognized the bright young woman's potential and encouraged her to go to college and continue her education after graduation. Upon graduation, Shatoya enrolled at American River College to become a social worker to help young girls like she once was and change lives. While at American River College, she used her skills and passion from Highlands Community Charter School and assisted in the development of a student food pantry for students. Shatoya earned her associate degree and is currently working for the County of Sacramento while continuing to pursue her education and a bachelor's degree.

Blanca is a mother of 4 and an immigrant from Mexico. She worked at Jack-in-the-Box for 12 years as a manager to support her family. Blanca enrolled in our ELD program to improve her English and get a better job. She entered our program with good speaking and listening skills but needed to improve her reading and writing skills in English. Blanca spent 18 months in our ELD program, moving from Level 3 to Level 7. After completing Level 7, Blanca took our Bridge to high school class and re-designated to our high school program. While attending our High School Completion program, she was able to finally pursue her dream of getting a better job by taking our Early Childhood Education pathway and earning her Child Development Associate Credential. Blanca is currently taking Algebra, Economics, and interning with our Play care program. When Blanca walks the stage to receive her high school diploma with her children and husband in the audience, she will be living out her dream of a better job, showing her kids you can accomplish anything you put your mind to, and creating generational change.

Katya is a 30 year old immigrant from Ukraine where she was a bank manager. Katya came to the United States as an adult with her husband who was a successful lawyer in Ukraine. Katya had a basic understanding of English from her education in Ukraine, but wasn't confident in her speaking skills because of her accent. When Katya and her husband came to the United States, they had $120 and an empty apartment. Katya's husband worked as a pizza delivery man at night to support their dream of becoming successful in the United States. Katya was able to connect with our student services staff who coordinated a donation of furniture, clothing, kitchen items, and toiletries for their home. Katya enrolled in our High Beginning ELD class and took her studies very seriously. She made a lot of friends from different countries, and they met outside of class for coffee to practice English and explore Sacramento together. Katya moved quickly through the levels and progressed to our ELD Bridge class in one year while also volunteering in a lower level class in the afternoons. Katya's teacher saw her potential, work ethic, and positive attitude and recommended her for a paraeducator position at HCCS for a literacy level course. Katya is now an employee of Highlands Community Charter School and loves giving back, changing lives, and encouraging students on their journey.

Elements 2 & 3: Measurable Pupil Outcomes and Method by which Pupil Progress Toward Outcomes will be Measured

The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. **(Ed. Code § 47605(c)(5)(B).)**

The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. **(Ed. Code § 47605(c)(5)(C).)**

Measurable Goals of the Educational Program

2.1: Description of Measurable Goals and Objectives

HCCS' annual goals and unique educational goals/objectives may be found in *Element 1—1.8: HCCS Annual Goals and Actions*

Measurable Pupil Outcomes: Summative Assessment Performance Targets

2.2: Specific Performance Targets

HCCS' specific performance targets may be found in *Element 1—1.8: HCCS Annual Goals and Actions*

2.3: Plan for Assessing Student Growth and Achievement

HCCS' annual measurable goals may be found in *Element 1—1.8: HCCS Annual Goals and Actions* (IF included in LCFF)

2.4: Other Performance Targets

HCCS' annual measurable goals may be found in *Element 1—1.8: HCCS Annual Goals and Actions* (IF included in LCFF)

Method for Measuring Pupil Progress Toward Outcomes: Formative Assessment

3.1: Monitoring and Measuring Student Progress

Measuring Student Progress

At HCCS our assessment procedures are essential accountability tools and help us to improve instruction and ensure student success. Our assessments and assessment results allow us to measure and track student progress. As we previously discussed in Element l, all of our curriculum objectives and assessments are aligned to the Common Core State Standards. Other formative and summative assessments are intended to assist us in the following areas:

- To inform our teachers of their students' levels and needs
- To ensure teachers recognize both areas of strength and growth and can supplement instruction where it is needed
- To provide our students with meaningful feedback about progress toward goals
- To ensure our school is making progress toward our vision, mission, and schoolwide learner outcomes
- To compare our school's academic performance data with other similar schools

As part of our instructional program, we assess students using a variety of assessment tools, including formal and informal assessments. We believe that all students excel academically when they are held to high standards and that all of our students meet our curriculum standards which we utilize to continuously assess our students' progress.

HCCS Assessments and Frequency

Enrollment Assessment

At HCCS we assess all of our ELD and high school students as part of the enrollment process. The assessment process varies between programs, but both programs assess all incoming students during registration.

ELD Placement Test

For our ELD students, we use two types of assessments. For reading, listening, and math we use CASAS and for writing and speaking we use in-house benchmark assessments designed by our Lead ELD Teachers and approved by our Director of Curriculum and Instruction. Our CASAS assessments are paper-based for our Literacy students and are computer-based for our Beginning Low to Advanced students. For our speaking test, the teacher begins by introducing themselves and asking the student basic conversation questions, such as their name and how to spell it. Then the teacher presents images to the new student and asks leveled questions about the pictures. The purpose of the speaking test is to illicit as much English as possible within the context of the images. If students can appropriately respond to questions, the teacher continues showing images and asking increasingly difficult questions. Students are then given a speaking level based on the test. After the speaking assessment, students are asked to respond to a leveled writing prompt that correlates to the level they received on the speaking test. If the writing prompt is too difficult, the teacher can give them the prompt that is a level below. The purpose of the

writing prompt is to get a sample of the writing that represents the students' ability. The writing assessment is then graded, and the student is placed in the appropriate class.

High School Placement Test

For our high school students, we only utilize CASAS assessments as part of our new student enrollment. High school students are assessed in reading and math and placed in classes based on their enrollment assessments as well as their transcripts. For our ELD students who are moving into our high school program, we assess them in reading, listening, and math to ensure that they are ready to enter high school.

CASAS Assessments

The one assessment tool that is utilized as a universal screener across all programs is the Comprehensive Adult Student Assessment Systems (CASAS). This nationally recognized assessment system integrates Common Core Standards which align to our curriculum in both ELD and high school programs. All students are provided these universal screeners to initially assess placement level and later on to assess learning gains throughout their time at HCCS. Additionally, we use CASAS to track our students' levels and progress through our ELD and High School Completion programs. After the enrollment process, students are CASAS tested on average every 6 to 8 weeks. Our goal is for students to improve by one level per every term, where one level is equal to a minimum of one point and a maximum of ten points.

Teacher Designed Formative Assessments

At HCCS teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations
- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks

ELD Unit Assessments	Theme-based objective assessments	Monthly
ELD Content Mastery	End of term assessments and course grade	At the end of each term
High School Content Mastery	Course assessments and course grades	At the end of every high school course

Evaluation Methods

At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios. While course completion does not include an end-of-course evaluation such as a standardized test, many assessment types are implemented. Formative assessments that have been aligned to the state standards for the various units of study for the academic courses are used. For example, our U.S. History course has several standards-aligned units of study, each of which has a schoolwide, formative assessment tool that is used as part of the completion process. At HCCS our students are a very diverse group at varying levels. Through the guidance of our Director of Curriculum and Instruction, we elected to use formative assessment as part of the assessment process and throughout smaller units as a basis for some of the skills assessment. In this manner, we have one form of assessment that we can use to indicate proficiency for smaller units in a course. These formative assessments are only one measure of assessment. Evaluation measures are varied and include projects, teacher evaluations, work samples, etc. At HCCS we evaluate a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology, or demonstration of research skills. One of the primary roles of providing instruction is to evaluate the student's proficiency and skills acquisition, and we use multiple measures of assessment in our courses as part of our course evaluations.

Multiple Assessments

At HCCS we use CASAS scores as one measurement of a student's proficiency and skills attainment; however, they are not the only measure. CASAS scores help us to identify strengths, challenges, and areas of need. As an accountability measure, they are also in alignment with how CASAS scores are used along with the State's accountability indicators.

HCCS utilizes various methodologies to determine students' levels of academic success and, ultimately, their ability to graduate. These evaluations are based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework and formative and summative tests and criteria.

The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of Common Core standards such as presentation skills in the listening and speaking standards, integration of technology, or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. One of the primary roles of the teacher besides providing instruction is to evaluate the student's proficiency and skills acquisition. Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits.

Data Analysis and Reporting

3.2: Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data

At HCCS we use assessment data in four primary ways. First, we want to assist student learning as a diagnostics tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area. For teachers, this means truly understanding our students' strengths and weaknesses. We want to ensure that if a student is falling behind in an area, we can provide them with the tools they need. We have paraeducators in English and math and Reading and Literacy Specialists. If we understand where our students need to improve, we can assist them.

Second, we use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing. This is a critical component for our stakeholders. At HCCS we have a team of professionals who analyze academic performance data. We look at everything from enrollment and enrollment assessments to demographic data, CASAS assessments and gains, grades, graduation rates and retention data. By analyzing student learning by year, we see how we are doing by teacher, course, program, and school compared to similar schools.

Third, we use assessment data to determine if a student has met or exceeded the necessary level of competency to gain formal recognition such as to complete a level or receive a diploma, licensure, or certification. In our ELD program, when a student meets all of the content and level objectives with an M, the student completes the level and moves to the next course. CASAS scores and teacher assessments are also considered part of the level completion process. For high school students, they complete courses when they earn a C or higher and have earned the required credits.

Lastly, we use assessments to determine if a student is underperforming in relation to their peer group, and we then evaluate if intervention supports are required or if the student is in the appropriate course. There are times when students are enrolled in courses that they are not able to complete. At HCCS one use of assessment is to ensure that students are appropriately placed. In some instances, it is imperative that a student enrolls in a remedial course to get the academic support they need, while other times the student can get support from their teacher, a paraeducator, or a specialist who will work with the student until they are able to complete course materials and assessments.

Grading, Progress Reporting, and Promotion/Retention

3.3: Grading and Progress Reporting Systems

English Language Development Grades
At HCCS we have two grading systems: one for ELD and one for high school. Our ELD grading system is M, A, D, and E.

M is for a student who is meeting or exceeding standards. This student regularly turns in assignments on time that are of A or B quality. This student would also be eligible to advance to the next level within ELD.

A is for a student who is approaching standards. This student is submitting assignments of average quality much like you would see with a C student. This student is trying but may be struggling with content and needs more time in this level. This student is not eligible for level advancement.

D is for a student who is still developing an understanding of the standards at the time grades are assigned. This student might submit assignments of below average or D quality or might be unable to complete assignments on time because they are new or because the content is too difficult. This student is not eligible for level advancement but may need to be dropped one level for comprehensible input.

E is for a student with emerging understanding of standards. At HCCS this grade is reserved for a student with poor effort to complete assignments. The assignments submitted by this student would be of very poor quality or similar to an F student.

At HCCS we first started the ELD grading system, MADE, at the end of the 2016–17 school year. Prior to the 2016–17 school year, we did not have an ELD grading system in place. It was created to ensure that the ELD students were proficient and meeting each level objective stated within HCCS's ELD curriculum before moving to the next level. It was also created to show ELD level completion, as M indicates that an ELD student is ready to move the next level. ELD students receive grade reports at the end of each term.

High School Grades

For our high school students, we use the traditional grading system A, B, C, D, and F. For GPA points, an A has a value of four points, B has a value of three, C has two, D has one, and F has zero. Although teachers may add a plus or minus to a grade, they do not impact the students' GPA. In high school, students must receive the letter grade of C or better to pass a class or earn credits. If a student receives a grade lower than a C, they must complete alternative assignments until they can get a C or better in the class. During the 2014–15, 2015–16 school years, high School students received grades every six weeks. During the 2017–18 school year, we transitioned from a six week grading period to an eight week grading period. In the 2018–19 school year, we transitioned to a nine week grading period.

Promotions

At HCCS there are two systems to address level promotion and graduation: one for ELD and one for high school. At HCCS our ELD students are promoted to the next level when they have met all of the curriculum objectives for that level and have received the grade of M. For the 2016–17 and the 2017–18 school years, ELD students received grades every 12 weeks and were eligible for level promotion at that time. The grading schedule changed for the 2018–19 school year to every nine weeks. Although ELD students do not earn credits for their classes, our high school students do.

At HCCS all of our high school students are enrolled in our high school program into twelfth grade and remain in the twelfth grade until they are eligible to graduate. While our high school students are not eligible for grade promotion, they are eligible to graduate when they have earned enough credits. Our high school students are eligible to graduate when they have earned 200 high school credits: 100 Academic, 90 Elective, and 10 Career Technical (CTE) credits. As part of the 200 credits, transfer credits and employment credits count toward this total. High school credits are awarded by 5 credits in 9 weeks

and 10 credits in 18 weeks. Currently, high school credits are awarded every nine to eighteen weeks at the end of each course when students receive course grades.

Retention

At HCCS we address retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagements systems coordinate efforts to strengthen two-way communication between students and the school. We have many professionals who support retention: Navigators, Reclassification Specialist, Reading Specialist, Transition Specialist, and Student Engagement Liaison. This collaboration not only helps student relations but also increases student achievement and retention.

Program Audit

HCCS will compile and provide to TRUSD an annual performance report. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by HCCS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on waiting lists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Element 4: Governance

The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. **(Ed. Code § 47605(c)(5)(D).)**

Governance Structure

Highlands Community Charter School is a directly funded independent charter school operated by Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation, pursuant to California law. The Charter School agrees to maintain its non-profit public benefit corporation in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board") which is responsible for ensuring progress toward the mission, faithfulness to the charter, and fiscal viability. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, the Executive Director, Director of Curriculum and Instruction, and Chief Operating Officer. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

4.1: Governance Structure

HCCS agrees and acknowledges that the governing board of HCCS is the sole controlling governing body for the Charter School. The Board of Directors is responsible for governing the Charter School. The Board Members each have a personal fiduciary duty to look out for the long-term well-being of the Charter School. The Board is responsible for addressing major matters including, but not limited to, the governance and operation of Charter School in compliance with applicable law, policy, and the Charter, as they may be amended from time to time; the Charter School's financial management and viability, including but not limited to all expenditures and accounting of all public funds received by or on behalf of the Charter School and its students; setting the Charter School's general policies and overall curriculum policies; approving and monitoring the annual budget and financial procedures; fund-raising; selection, hiring, evaluating, and termination of the Charter School's Executive Director and Compliance Officer; approving personnel policies and monitoring their implementation; establish broad support and future partnerships to further the mission assuring that the Charter School fulfills its charter contract; and, strategic planning.

HCCS has adopted a conflict of interest code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the HCCS' Board

of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board as further outlined in the Bylaws include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law such as Government Code 1090, Political Reform Act, the Public Records Act and the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.
- Attend ethics training (AB 2158).
- Attend fiscal training (AB 640)

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.

Organizational Chart
2018-2019

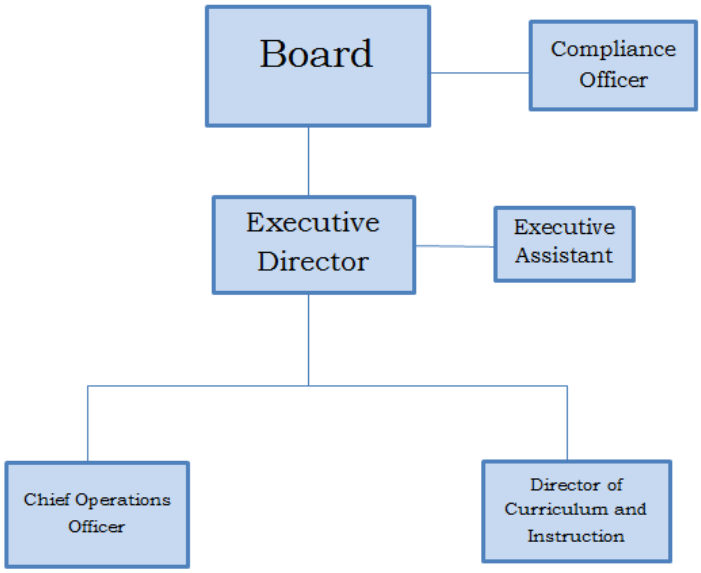

Instructional Division
2018- 2019

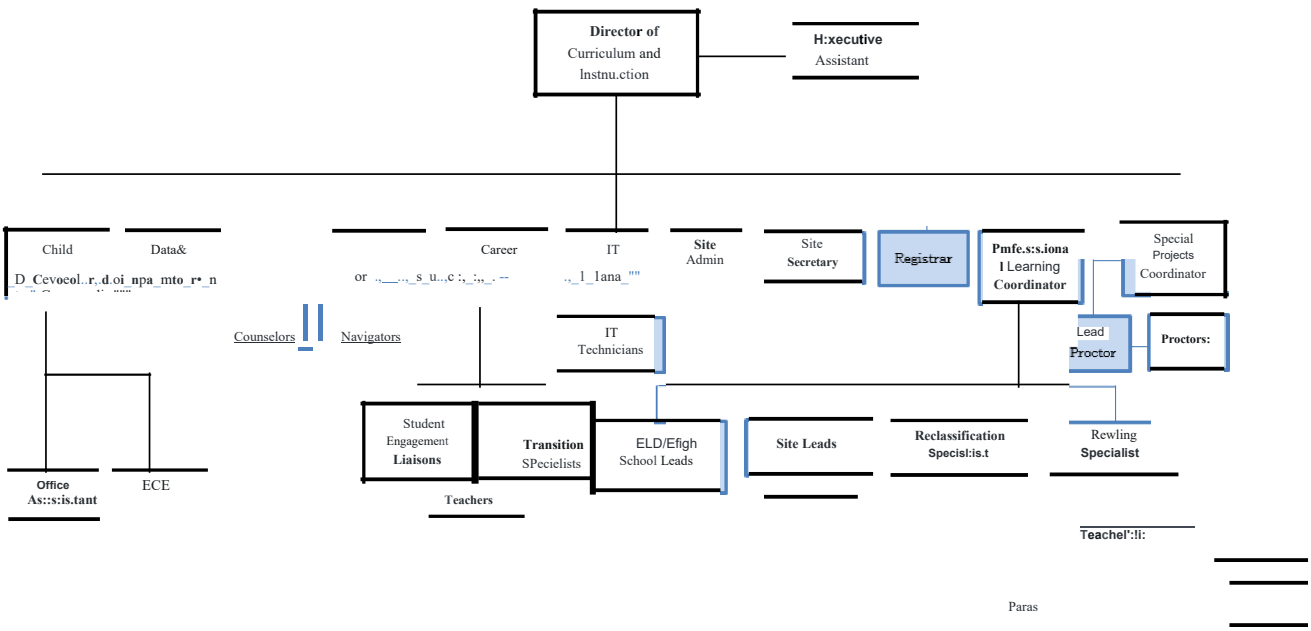

Operational Division

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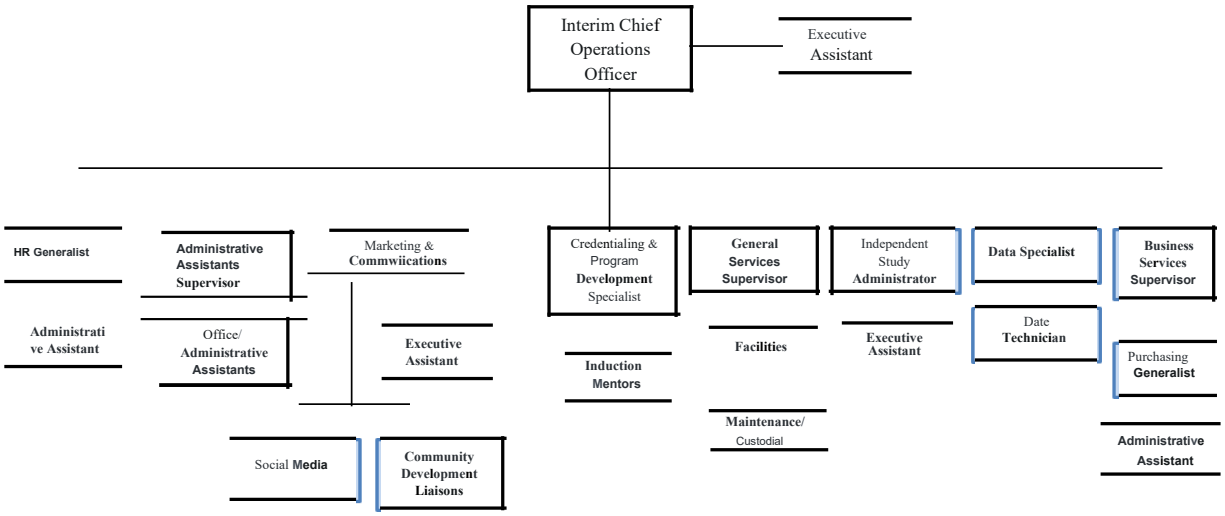
Interim Chief Operations Officer
Executive Assistant
HR Generalist
Administrative Assistants Supervisor
Marketing & Commwiications
Credentialing & Program Development Specialist
General Services Supervisor
Independent Study Administrator
Data Specialist
Business Services Supervisor
Administrative Assistant
Office/ Administrative Assistants
Executive Assistant
Induction Mentors
Facilities
Executive Assistant
Date Technician
Purchasing Generalist
Social Media
Community Development Liaisons
Maintenance/ Custodial
Administrative Assistant

The Executive Team at Highlands Community Charter School plays a critical role in creating, improving, and maintaining a meaningful learning environment that promotes the academic progress of our students. The executive team includes an Executive Director, Director of Curriculum and Instruction, and the Chief Operations Officer. Through high quality leadership, our executive team successfully develops, implements, and evaluates school systems and policies, including but not limited to finances, assessment, facilities, and accountability measures under the direction of a school board.

Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of HCCS and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of HCCS personnel, evaluation, promotion, termination or discipline of HCCS personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The HCCS Executive Director manages the day-to-day operations of HCCS by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by HCCS, interacts with HCCS accountants and attorneys, and performs other duties lawfully assigned by action of the Board. The Executive Director shall receive ethics training in accordance with SB 827 (2025).

The *Director of Curriculum and Instruction* provides leadership and focus for the development, coordination, implementation, and evaluation of instructional quality and content of curriculum and instructional materials, technology infusion, and professional development programs for Highlands Community Charter School.

The *Chief Operations Officer* plans, organizes, monitors, coordinates and supervises a complex system of school operations, including but not limited to: staff evaluations, student engagement, school safety, employee performance, school climate, data analysis and impact on instruction, organizational alignment of curriculum per the Director of Curriculum and Instruction, budget development, professional development for classified employees, leadership training, and community partnerships. The Chief Operations Officer provides leadership in promoting the educational objectives and values of collaborative planning, implementation of the decided curriculum per the Director of Curriculum and Instruction for classified employees, effective instructional practices and support programs and services, and directly supervises HCCS individual department leadership.

In order to ensure that the Board of Directors, officers, management, and employees are in compliance with applicable statutes and regulations, that HCCS policies and procedures are being followed and that behavior in the organization meets the HCCS standards of conduct, HCCS employs a *Compliance Officer* who functions as an independent and objective person who reviews and evaluates compliance issues/concerns within the organization.

Governing Board Composition and Member Selection

4.2: Board Composition

HCCS is governed by a corporate Board of Directors in accordance with its adopted corporate bylaws, which are consistent with the terms of this charter. The Board of Directors has nine (9) voting members,

including a TRUSD appointed representative. Each director brings significant experience and strong commitment to the organization. The current HCCS Board of Directors includes:

- Ernie Daniels, Corporate President
- Doyle Radford, Vice President
- Matt Powers, Corporate Secretary
- Sharon Rocco, Board Member
- Rick Jones, Board Member
- Sonja Cameron, Board Member
- Sondra Betancourt, Board Member (TRUSD Representative)
- Kevin Ferreira, Board Member
- Mellonie Yang, Board Member

The Board addresses program concerns regarding the operation and improvement of Highlands Community Charter School. The Board is the final policy-making authority for Highlands Community Charter School. The Board, working with the Executive Director, recommends programs, policies, and schedules designed to meet the evolving educational needs of HCCS students and teachers.

In order to be more inclusive of representation programmatically of our students and community, the board voted and appointed new members Ernie Daniels and Kevin Ferreira in August of 2017, and Mellonie Yang in February of 2019. Mr. Daniels is a longtime community member who has strong ties to the community. He has a very keen sense of awareness of the local populace and serves on a variety of local community organizations. Mr. Ferreira is the President of the Craft Trades of Northern California which include: local iron workers, carpenters, and electricians. The knowledge he possesses in regard to understanding and forming community partnerships with business entities is invaluable. Ms. Yang joins our board with nearly 20 years of public service attorney experience. She is the Senior Staff Attorney for California Department of Correction and Rehabilitation. In her many years of service, she has advocated for public safety and on behalf of victims including elders and children.

As of July of 2017, Ms. Sondra Betancourt joined our Board of Directors by appointment from our authorizer, the TRUSD. Her appointment appropriately addressed the need to ensure that a community member was appointed by the authorizer as the former member that was appointed had previously served as a Board member on the Twin River Unified School District.

The changes in our governance structure have provided a broader scope, depth and level of inclusiveness to how we operate our school as a whole. We represent our community and students with better comprehension. Particularly, with the addition of the appointed representative from our authorizing district, the level of mutual understanding and transparency for both Local Educational Agencies (LEA)s has increased significantly.

4.3 Member Selection

HCCS is governed by the Board of Directors pursuant to the adopted Bylaws, as may be subsequently amended from time to time, which shall be consistent with this charter. The process of selecting members of the Highlands Community Charter School Board of Directors is described in detail in the Bylaws of the organization. All Directors are designated by the existing Board of Directors. As outlined in the Bylaws, Board members serve a term of 3 years. The HCCS Governing Board of Directors will consist of at least

three (3) members or up to as many as eleven (11) members. TRUSD may appoint a representative to sit on the Board of Directors. Should the District exercise this right, causing an even number of members, an additional Board member would be designated by the Board. These additional appointed and designated Board members may expand the board past the general limit of 11 members.

Board member candidates may have experience in the following areas:

- K–12 Education
- Finance
- Information Technology
- Law
- Marketing
- Public Policy
- Facilities / Real Estate
- Social Services
- Human Resources
- Child Development
- Non Profit
- Parent / Community

Ideal candidates demonstrate an understanding of, alignment with, and endorsement of the charter and mission of HCCS, possess a willingness to dedicate themselves to ensuring the success of the Charter School, understand the Charter School as a direct-funded, independent charter school authorized by TRUSD, and are able to provide resources or expertise and experience in support of the Charter School and organization.

With retention of General Counsel to advise on conflict matters, along with training available to Board members, HCCS has, and will continue to be proactive to prevent any actual or potential conflicts of interest. HCCS will not enter into any consulting contracts or agreements that are deemed to be a real or potential violation of conflict of interest laws, and our General Counsel will ensure that all Board activities are conducted to prevent such conflicts of interest from arising.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Governance Procedures and Operations

4.4: Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda will include time for community input with regards to Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website for public viewing 72 hours in advance of any regularly scheduled meeting. Meeting minutes are posted to the HCCS website within 72

hours of approval and are available by public request. Meetings are held at the principal office of HCCS or other locations within California designated by resolution of the HCCS Governing Board of Directors or in the notice of the meeting. The Board meets on a regular basis (e.g., monthly during the school year and as appropriate at other times). Meetings are calendared annually.

4.5: Decision Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC") which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of all voting Board members constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- approval of certain transactions between corporations having common directorships,
- creation of and appointments to committees of the board, and
- indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Stakeholder Involvement

4.6: Stakeholder Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, we make every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback. We encourage students and staff to attend, speak, and present at Board meetings; we request that students and staff complete various surveys (e.g., English Learner Advisory Committee ("ELAC") surveys, student satisfaction surveys, exit surveys); we proactively reach out to students regularly to encourage them to meet with our counselors to continue discussing their goals and needs; and we are proudly responsive to the feedback we receive.

We encourage and teach our students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Our teachers collaborate with students, other teachers, staff, administration, and community partners

to determine what new programs and resources would be most beneficial to student achievement and well-being. The birth of our mobile clothing closet, housing resource connections, and ELD Navigators program are all examples of student influence on governance and fiduciary direction of the school.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during a variety of meetings and discussions schoolwide. Following these meetings, the Executive Director meets with the school leadership team to discuss the changes in the funding formula and how those funds could be used to best meet student needs, after which the Director of Curriculum and Instruction collaborates with the designated coordinator to draft a plan in accordance with State Priorities and local goals. Once decided, the Executive Director and the Director of Curriculum and Instruction meet with school faculty and present State Priorities and the school goals. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comment and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP for the 2019-2020 school year. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

Student consultations occur with regular frequency in order to promote student input. We consult students by way of student/teacher collaborations, student/counselor collaborations, email, conventional postal delivery services, phone communication, student surveys, and student participation in school activities. Teachers are consulted regularly through monthly professional development opportunities, instructional collaboration, mentor teaching, email, and staff surveys. Responses gleaned from the student and staff surveys help the Charter School make program modifications to better serve the students.

Other student engagement strategies that we employ include:

- Student education initiative featuring a variety of sessions on topics such as college admissions, financial aid, financial literacy, student rights, etc.
- Posting of Board meeting announcements in the Charter School's main office.
- Translation of student communication materials into Spanish, Russian, Farsi, and Arabic.
- Frequent opportunities for student involvement in Charter School activities.
- Volunteer opportunities on campus.

Additionally, we use our school website to keep our students informed of all upcoming activities, important calendar items, and Board meeting minutes. We promote student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to our website via our Instafeed of social media content.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals.

Element 5: Employee Qualifications

The qualifications to be met by individuals to be employed by the charter school. **(Ed. Code § 47605(c)(5)(E).)**

Overview

HCCS believes that all of its employees play a key role in creating a successful learning environment and will recruit professional, effective, and qualified personnel to serve in administrative, instructional, instructional support, and non-instructional support capacities. All employment is contingent upon successful Live Scan reporting through the Department of Justice and a background/reference check. Additionally, staff working with children or working at a campus site with children shall also maintain: First Aid/Cardiopulmonary Resuscitation ("CPR") Certification as part of our internal practice, and current tuberculosis ("TB") testing or risk assessment. HCCS maintains a drug, alcohol, and smoke-free workplace and campus, enforces all applicable laws and policies against harassment of protected classes, upholds requirements for mandated reporters, and provides appropriate due process for complaints, disputes or grievances involving or affecting staff members. Upon confirmation of employment, all HCCS staff shall complete orientation and training as applicable to their position that supports their willingness and ability to fulfill the responsibilities and duties of their position in accordance with the organization's policies and educational philosophy.

HCCS is independent from TRUSD and any District employees who choose to work at HCCS will resign their status as employees of TRUSD or other school districts and all of their rights and benefits thereof. No person employed by HCCS shall be deemed to be employees of TRUSD for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with TRUSD.

HCCS maintains an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before August 1 of each subsequent year, HCCS shall provide TRUSD with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to salary, health benefits, sick leave, vacation, and retirement benefits.

All employees will possess appropriate qualifications according to the HCCS adopted personnel policies and federal and state statutes applicable to charter schools.

Employee Positions and Qualifications

5.1 & 5.2: Employee Positions, Job Descriptions, and Minimum Qualifications

Executive Team

The executive team at Highlands Community Charter School plays a critical role in creating, improving, and maintaining a meaningful learning environment that promotes the academic progress of our students. Through high quality leadership, our executive team successfully develops, implements, and evaluates school systems and policies, including but not limited to finances, assessment, facilities, and

accountability measures under the direction of the Board. Our HCCS executive team job descriptions and qualifications are outlined below.

Executive Director
Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of HCCS and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of HCCS personnel, evaluation, promotion, termination or discipline of HCCS personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The HCCS Executive Director manages the day-to-day operations of HCCS by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by HCCS, interacts with HCCS accountants and attorneys, and performs other duties lawfully assigned by action of the Board. Our HCCS Executive Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a (4) four year degree and program administration and planning experience, preferably with experience in management as an executive officer.

Director of Curriculum and Instruction
The *Director of Curriculum and Instruction* provides leadership and focus for the development, coordination, implementation and evaluation of instructional quality and content of curriculum and instructional materials, technology infusion and professional development programs for Highlands Community Charter School. The Director of Curriculum and Instruction possesses, at a minimum, a bachelor's degree, preferably a master's degree, in a field related to Education, seven (7) years teaching experience in English Language Development, high school core classes or Career Technical Education ("CTE").

Chief Operating Officer
The *Chief Operating Officer* plans, organizes, monitors, coordinates and supervises a complex system of school operations, including but not limited to: staff evaluations, student engagement, school safety, employee performance, school climate, data analysis and impact on instruction, organizational alignment of curriculum per the Director of Curriculum and Instruction, budget development, professional development for classified employees, leadership training and community partnerships. The Chief Operating Officer provides leadership in promoting the educational objectives and values of collaborative planning, implementation of the decided curriculum per the Director of Curriculum and Instruction for classified employees, effective instructional practices and support programs and services, and directly supervises HCCS individual department leadership. The minimum qualifications for this position include any combination equivalent to a four-year degree in business, public administration or a related field, preferably with five years of increasing responsibility and experience in the administration of operational programs in education.

Executive Assistants
HCCS employs executive level support staff members who report directly to their respective Directors. *Executive Assistants* provide administrative support in one-on-one working relationships. The Executive Assistants serve as the primary point of contact for internal and external audiences on all matters pertaining to their Director. The Executive Assistants serve as liaisons to the Board of Directors and senior management and organize and coordinate administrative outreach and external relations efforts. HCCS Executive Assistants demonstrate a high degree of self-directedness, proactive attitudes, sound independent judgment, discretionary decision making, and professional accountability. HCCS Executive

Assistants accommodate different work styles, demonstrate sound and consistent judgment, make timely decisions in relatively complex situations, and prioritize among multiple projects. At a minimum, HCCS Executive Assistants have 3 or more years of experience working at a senior and/or administrative level. Possession of an AA/BA or equivalent experience is preferred.

Instructional Division

Highlands Community Charter School recognizes the immense importance of our instructional staff in achieving our mission and the goals set out in our Schoolwide Learning Objectives. Our teachers motivate students and support their achievements while fostering positive, trusting relationships to create a productive learning environment. Our instructional support staff ensure students and teachers are working together in a safe and supportive climate and encourage access to additional resources as necessary. As such, HCCS screens and hires highly qualified staff for our Instructional Division who, under the direction of the Director of Curriculum and Instruction, meet the minimum specified qualifications outlined below.

Administrators

Administrators play a key role in the delivery of quality instruction at Highlands Community Charter School. Our Administrators ensure that educational strategies are in place to support effective learning for all students. They serve as facilitators, guides, and supporters of quality instructional practices in addition to overseeing day-to-day operations and expeditiously making improvements as necessary.

Site Administrators

Highlands Community Charter School employs *Site Administrators* who serve as the operational leaders and administer the site(s), faithfully perform the duties for HCCS in accordance with Board Policies as may be assigned by the Board, and comply with all lawful Board directives, state and federal law, rules, and regulations as they exist or as they are adopted or amended. The HCCS Site Administrators hold bachelor's degrees or an equivalent combination of experience, training, and education with prior experience working in an academic leadership capacity.

Coordinators

Coordinators are an integral part of the academic team, supporting various elements of the instructional program, supervising instructional staff, effectively delivering curriculum through staff training, supporting the achievement of departmental goals, learning outcomes, and benchmarks. Academic coordinators at Highlands Community Charter School are innovative and responsive to student needs. HCCS coordinator position and qualifications follow.

Special Projects Coordinator

To best serve students through an offering of broad course offerings and programs, HCCS employs a *Special Projects Coordinator* to provide leadership and project management to key strategic initiatives in support of quality instruction. The Special Projects Coordinator directs and coordinates the planning, facilitation, and writing of the Local Control Accountability Plan as well as services, accountability, compliance, and other activities connected with targeted academic processes, programs, and projects. In addition, the Special Projects Coordinator reviews and ensures compliance mandates are met for the Workforce Innovation and Opportunity Act ("WIOA") as part of HCCS's ongoing Career and Technology Education programs development, oversees student monitoring, tracking data from internal or external measures to assist second language speakers with achieving reclassification, and understands current

practices related to State associated compliance mandates (e.g., Local Control Accountability Plan, WIOA, Categorical programs, and English Language Learners), current requirements for students to achieve graduation eligibility, and matriculation practices related to student credit status agreements with local colleges. The Special Projects Coordinator implements professional learning methods for adult learning, possesses professional presentation skills with small or large group participants and has a proven track record of working successfully with teachers, support staff, and students. The Special Projects Coordinator possesses prior knowledge relating to state mandates such as LCFF-LCAP, WIOA, CTE, is skilled in the use of data management systems, English learner certifications, and has the ability to meet deadlines as articulated by various compliance mandates (e.g., WASC, School Reauthorization, Reclassification).

Professional Learning Coordinator
In addition, supportive efforts include the hiring of a *Professional Learning Coordinator* whose chief responsibility is to coordinate the ELD Program, advise and act in an academic leadership capacity. The Professional Learning Coordinator possesses previous experience coordinating ELD Professional Development and the ability to work with sensitive and confidential information and maintain confidentiality. The HCCS Professional Development Coordinator communicates well with a diverse group of people on a daily basis. Minimum qualifications include 5 years teaching experience and the possession of a valid California teaching credential, the ability to work with sensitive and confidential information and maintain confidentiality and the ability to communicate with a diverse group of people on a daily basis.

Child Development Coordinator
As part of our Early Childhood Education program, our *Child Development Program Coordinator* plans, organizes, and coordinates the Child Development Associate ("CDA") program and the Play Care Program to comply with District, licensing, and other requirements including mandated legal and regulatory provisions; supervises staff assigned to the Center; prepares, recommends, and implements policies, procedures, and operations that pertain to the Child Development Program which includes the CDA credentialing and Play Care Program at all sites. At a minimum, the Child Development Program Coordinator possesses a master's degree from an accredited college/university, preferably in human development, child development, or early childhood education and/or bachelor's degree with a minimum of four (4) years' experience in a child care center environment with increasing supervisory responsibility. The Child Development Program Coordinator has possession of, or eligibility to obtain and retain, a Child Development Program Director Permit issued by the California Commission on Teacher Credentialing; experience in directing a licensed program and the corresponding management experience; and demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, ethnic, and disability backgrounds of high school students.

Academic Specialists
As part of ongoing and growing efforts to support our instructional team and in order to ensure students are receiving the highest quality instruction and support HCCS can provide, we employ specialists to support school instruction and operations. Each academic specialist candidate possesses the necessary education and professional experience related to their field of specialty to qualify them for the duties and responsibilities of the position. Our specialist positions and qualifications are as follows:

Credentialing and Program Development Specialist:

The Credentialing and Program Development Specialist coordinates and provides analytics, data management, event support, policy and procedure compliance, and technical services to programs such as professional development, curriculum and instruction, and/or sites with standalone, categorical, community-based, or other specially funded education programs that contribute to and encourage attendance and retention for targeted students or groups. The Credentialing and Program Development Specialist is a position that is part of research, data management, analytics, and event support to academic and administrative programs and services, as well as Human Resources. The Credentialing and Program Development Specialist applies program logistics and planning skills along with research, data compilation, and statistical analysis knowledge to provide decision support to a range of programs and services such as those for enhanced learning, professional growth and development, and teacher support. The Credentialing and Program Development Specialist demonstrates success in working with a wide range of stakeholders such as educational oversight agencies, service providers, human resources, school administrators, board of governance, certificated, classified and leadership staff. The Credentialing and Program Development Specialist is responsible for assisting in the hire of new teachers and confirming/guaranteeing their eligibility to teach by providing credentialing analytics. The position requires a well-developed knowledge of school administrative services, programs for developing and retaining teachers, and services for retaining and engaging students, parents/families, and communities; computers, office productivity applications such as word processing, spreadsheets, and graphics, and specialized data management programs used in education; writing skills to prepare brochures, technical materials, and reports; and human relation skills to make formal presentations, facilitate group processes, and exercise sensitivity to diverse populations. The position requires working knowledge of program goals and objectives, procedures and regulations, the roll of cultural, social, and related activities in student engagement, community demographics; the professional development programs that enhance teaching; and math skills sufficient to read and analyze financial statements. The position requires the ability to carry out all aspects of the job; convert program goals into action plans; evaluate program outcomes; to plan, prioritize, and assign work in order to meet yearly schedules and timelines; facilitate meetings and processes involving diverse groups; maintain confidentiality of private and sensitive information; and secure funding, secure local interagency partnerships, and accomplish goals within financial limitations, maintain productive and cooperative working relationships with others as well as a bachelor's degree or equivalent combination of experience, training, and education with prior experience working in a school setting.

Reclassification Specialist

The *Reclassification Specialist* performs a variety of complex clerical and statistical record keeping duties related to the enrollment, transition, graduation or withdrawal of students including those in special programs, according to established policies and procedures. This individual receives, sets up, and evaluates records, updates files with class credits and grades as needed, evaluates records for compliance with graduation requirements, and maintains and archives academic records. The Reclassification Specialist possesses a high school diploma and college-level coursework in business practices, or equivalent, and three years of progressive experience providing administrative support in records, attendance, and data entry of student information. Additional higher education may substitute for some experience.

Reading Specialist

The *Reading Specialist* works with students who are identified by the Director of Curriculum and Instruction or designee and who have a written 504 plan. The HCCS Reading Specialist provides direct services to these individuals on a one-to-one or group basis. Instruction occurs in an appropriate educational setting and may include the general education classroom. The Reading Specialist, with other

Academic Leadership team members, defines specific goals and objectives in the written 504 plan and participates in the annual review, triennial review and any special review of the students' progress. The minimum qualifications that the Reading Specialist possesses are three (3) or more years of teaching experience, including both regular and special education, and a valid and clear teaching credential in either Multi/Single Subjects or Adult Education.

Counseling Team

Our school counselors and other counseling support staff are vital members of the HCCS educational team. We employ counselors to assist each and every student in a multitude of areas including academic achievement, career readiness, and social/emotional health, safety, and development, ensuring our students become productive, well-adjusted participants in the community. Outlined below are the positions and qualifications of our counselors and counseling support staff.

Lead Counselor

The *Lead Counselor* at Highlands Community Charter School manages the Counseling Services Program. This individual provides academic counselor evaluations and program administration while cooperating with the administrative staff in planning curricular programs to meet the needs of students. The HCCS Lead Counselor prepares publications as required and conducts evaluative studies of the school programs and their effectiveness in achieving student learning outcomes. At a minimum, our Lead Counselor possesses a bachelor's degree, and prior job related experience, preferably with progressively responsible management experience.

ELD Counselor

The *ELD Counselor* oversees advising and/or academic program for the English Language Development Program. The minimum qualifications met by the HCCS ELD Counselor are equivalent to a master's degree and experience in counseling, successful experience working in schools as an outside agent, demonstrated experience in developing and managing complex schedules and using effective interpersonal communication skills.

Counselors

HCCS *Counselors* provide counseling and guidance services to students. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. HCCS Counselors refer students to other community resources, support groups and social service agencies as appropriate. At a minimum, HCCS Counselors possess a bachelor's degree with a major in School Counseling and two (2) years of experience as a high school counselor.

ELD Navigators

HCCS employs *ELD Navigators* under the direct supervision of the ELD Counselor or designee. The ELD Navigators work with English language learners to deliver assistance in the students' native languages whenever possible while connecting to community and school resources and services. The ELD Navigators provide a means for clear communication for students to receive information regarding school activities, procedures, programs, career technical guidance and services available. At a minimum, ELD Navigators possess a bachelor's degree or an equivalent combination of experience, training, and education with prior experience working in a school setting. HCCS ELD Navigators are bilingual or even multilingual, preferably in Spanish, Farsi, or Slavic dialects.

Teaching Team (Instructional)

At HCCS we know that teachers are the direct line for ensuring that our students are able to achieve the goals set forth in our mission and schoolwide learner outcomes. Therefore, we screen and hire only qualified teachers. Teachers are responsible for facilitating a learning environment supportive of California state educational standards and HCCS philosophy. Teachers hold a minimum of a bachelor's degree from a degree granting institution and valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Accordingly, HCCS teachers have:

1. A bachelor's degree from a degree granting college or university,
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or an appropriate Adult Education or other Designated Subjects credentials, and

Demonstrated subject matter competence.

California Education Code 44253.3 requires all teachers with a Multi or Single Subject credential serving English Language Learner (ELL) students hold appropriate authorization: CLAD/CTEL/SB 395/AB 2913. While not all HCCS teachers who have Multi and Single Subject credentials instruct ELL students, as a part of HCCS' ongoing commitment to excellence, HCCS strives to prepare every certificated staff member to serve ELL/ELD students by properly equipping teachers with the tools and training needed to serve this high demographic of HCCS students. This commitment and opportunity for professional development is provided both to those holding CLAD certifications through their Multi and Single Subject credentials as well as those who are not required to possess it, such as those with CTE or Designated Subjects credentials. Upon employment, all HCCS certificated staff are offered ELD training and ongoing professional development throughout the year by working with ELD academic leaders and mentors to improve test scores, develop teaching instruction, and identify areas of strengths and weaknesses in student learning. HCCS encourages all certificated staff to complete, update and maintain their ELL authorizations through ongoing education and training, both at the university level and through HCCS professional development.

HCCS key administrative staff will have training to assure understanding in determining the fulfillment of ESEA/ESSA's highly qualified requirements. HCCS teacher credentials are reviewed by the Director of Curriculum and Instruction, the Credentialing Specialist and the Human Resources Generalist annually and on an ongoing basis as needed. These documents shall be maintained on file at HCCS headquarters and shall be subject to periodic inspection by TRUSD.

TRUSD reserves the right to review HCCS hiring decisions to ensure compliance with applicable federal and State mandates regarding qualified teachers and to determine whether a teacher is deemed to be appropriately credentialed for their certificated assignment. No later than September 1 of each year, HCCS will provide TRUSD proof of employment of appropriately credentialed, full-time equivalent teachers at HCCS for that school year consistent with the qualification requirements.

As a diverse community for social justice serving a diverse population of the formerly unserved, our teachers are specialists in the type of classroom instruction they provide. Our teachers come from a multitude of professional backgrounds in education which ensures that our students are receiving the greatest support available to them. HCCS strives to ensure that all students are provided highly qualified teachers, providing high caliber instruction to meet our learners' needs. Following are job descriptions for the various teaching positions we currently offer, including any additionally required and/or desired qualifications.

Lead Teachers
HCCS *Lead Teachers* provide instructional leadership and serve as a support for teachers and students, in order that they may assist in the building of positive, productive school environments. HCCS Lead teachers are professionals who have excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and students and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school. HCCS Lead Teachers possess valid California teaching credential, three (3) years of successful teaching experience, and a recommendation from an HCCS Administrator.

Site Leads
Site Leads oversee the programs, operations, and personnel for an assigned school, assure safe and positive learning environments for the students and staff, and report to the Director of Curriculum and Instruction regarding site and personnel status. The minimum qualifications our Site Leads meet are five years teaching experience and a valid California teaching credential.

Academic Teachers
HCCS *Academic Teachers* will instruct in one or more core academic subject area(s) and provide related services to adult students. Our teachers must have a strong desire to work with adult students to help them achieve their academic, personal, and professional goals. HCCS Academic teachers use engagement strategies, standards-based lesson plans and curriculum planning with a team. Our teachers participate in site and professional association meetings, develop and implement lessons, keep accurate records and grades, and attend a majority of after-school meetings/events.

English Language Development (ELD) Teachers

Our *English Language Development (ELD) Teachers* create lesson plans to teach non-native speakers to read, write, speak and understand English. They help students learn English grammar, pronunciation and conversational skills. ELD Teachers are expected to improve the reading, writing, listening and speaking skills of the increasing population of global newcomers to HCCS. ELD Teachers plan, implement, monitor, and assess a classroom instructional program. Our ELD teachers possess a Bachelor's degree from an accredited institution, possess or qualify for an Adult Education Elementary and Secondary Basic Skills teaching credential, a Multiple Subject credential, or any Single Subject credential, and have a certification for teaching English Learners (TESOL, TEFL, etc.) and/or a degree (or minor) in teaching English and/or English as a Second Language. ELD teachers at HCCS have taught English as a Second Language for at least 3 years and have the ability to communicate with a diverse group of people on a daily basis.

Career and Technical Education Teachers
The *CTE Teachers: Heavy Truck and Bus* instruct and provide related services to adult students attending the HCCS Heavy-Duty Truck Driving, Bus, and OSHA Forklift program. The HCCS CTE Teachers have, at a minimum, current Class A and Class B driver's licenses, three years of driving experience as a Class "A" Driver, and an appropriate California teaching credential to teach adults the designated trade, technical, or vocational subject assigned to them, which may include but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential.

Early Childhood Education (ECE) Teachers
HCCS *Early Childhood Education (ECE) teachers* perform instructional duties as members of a co-teaching team in a preschool/school age children setting under the direction and supervision if the Child Development Coordinator. ECE teachers collaborate in curriculum, planning, and implementation of related activities. Their work is performed in collaboration with ECE Paraeducators. At a minimum, ECE teachers hold a high school diploma and a current Child Development Teacher Permit from State of California. ECE teachers possess at least one (1) year experience in working with preschool aged children, formal training in basic first-aid and CPR with a Pediatric Certification, a TB clearance certificate within the last year, state mandated-reporting certificate, and all required immunizations by the State of California.

Paraeducators
HCCS recognizes the value of trained paraprofessional staff (teacher assistant/cultural assistant) in the classroom to aid the teacher in the instruction of students. In response to HCCS' desire to meet the same qualifications as other quality schools, HCCS chooses to adopt the ESEA/ESSA, formerly NCLB, Highly Qualified Paraprofessional provisions as part of the minimum qualifications of this position. HCCS *Paraeducators* assist certificated teacher(s) in the instruction of students placed in regular programs, monitor and report student progress in areas of behavior and performance, and perform clerical and instructional support duties. HCCS Paraeducators have highly proficient oral and written use of the English language.

Early Childhood Education (ECE) Paraeducators
ECE Paraeducators perform instructional duties as members of a co-teach team and collaborate in curriculum, planning, and implementation of related activities. Our ECE Paraeducators work in collaboration and under the general direction of an ECE teacher. All of our paraeducators have a high school diploma, a current Child Development Associate (CDA) or Child Development Associate

Credential or a credential approved by the Department of Children and Family Services or State of California Teacher Credentialing as being equivalent to or greater than the Child Development Associate Credential (CDAE), and one (1) year of experience in working with preschool or elementary school-aged children. Additionally, ECE Paraeducators must possess and renew the following prior to expiration and maintain active as a condition of employment:

- A state-awarded associate teacher permit or higher
- TB clearance certificate
- Pediatric CPR and First Aid certificate
- Mandated Reporter certificate

Assessment Team

Assessment is a powerful learning tool that supports student learning, informs teaching practices, and improves the quality of education. As such, we employ a team of test proctors to help enhance learning and education by providing accountability measures during test taking and ensuring academic integrity.

Highlands Community Charter School employs *Lead Proctors* who provide leadership and serve as a support for Test Proctors and students, in order that they may assist in the building of positive, productive school environments. Our Lead Proctors possess a minimum of two (2) years of experience as a proctor, knowledge of CASAS policies, WIOA II Grant, and testing protocol, proficiency in Excel, Word, and TOPS Database, and excellent customer service and ability to pivot.

Test Proctors

HCCS Test Proctors administer assessments and exams, including the CASAS (Comprehensive Adult Student Assessment System). This is done at multiple sites, often requiring transporting laptop computers as part of our mobile testing center. To minimally qualify, our Test Proctors must possess a high school diploma, computer literacy including basic word processing, spreadsheet, and database skills, the vigilance necessary to prevent cheating, the ability to administer testing rules, and the ability to communicate with a diverse group of people on a daily basis. Preferably, ideal candidates possess an associate degree, have test proctoring or similar experience, and are bilingual in both English and one or more of the following languages: Spanish, Russian, Farsi or Arabic. All testing proctors are trained in CASAS with the result being a certificate of training completion. They are provided professional development and attend a 2-4 week shadow internship. They are also required to attend an annual CASAS conference further allowing them to develop professional competence using CASAS.

Academic Support Team

The Highlands Community Charter School academic support team is essential for the support they offer to our staff, ensuring that our academic operations run efficiently. Our academic support team helps to maximize student success and achievement by enabling all instructional teams to work effectively in delivering schoolwide goals.

Data Analyst and Compliance Officer

The *Data Analyst and Compliance Officer* learns and applies clearly defined program and research design procedures, conducts surveys, designs data structures, analyzes statistical information and coordinates the preparation of data driven reports. The Data Analyst and Compliance Officer's expanded knowledge of research procedures creates the ability to design and coordinate program steps to meet standards and outcomes, as well as perform difficult academic assessments using statistical inferences and research literature prepared by others. At a minimum, the Data Analyst and Compliance Officer has strong and polished interpersonal, written and oral communication skills, is a creative, strategic and analytical

thinker with the ability to manage multiple projects, is experienced in developing and managing budgets, hiring, and training, supervising and assessing personnel, is highly organized and able to work well with others, has knowledge of Microsoft Office and Windows based computer application and database management, has previous supervisory experience, and is able to work with a variety of populations, including adults who are in recovery, adults transitioning out of homelessness, and persons in need of our unique academic offerings. Ideally this individual has experience interacting with school boards and community-based organizations.

Registrar
The *Registrar* is responsible for maintaining student records, processing student enrollment, transfers, and withdrawals for the campus. The HCCS Registrar has a high school diploma and 2 years' experience as a Registrar or Office Assistant.

Site Secretary
The *Site Secretary* performs a variety of complex technical and secretarial duties, coordinates the work flow of the school office, provides information and assistance to students, faculty, administrators, staff, and school visitors, and performs public relations and communication services as assigned. At a minimum, the Site secretary is required to have two (2) years secretarial and/or clerical experience, one year of secretarial and/or clerical experience within an educational organization, and an associate degree or higher from an accredited college or university.

Operational Division

The Operational Division at Highlands Community Charter School is fundamental in ensuring that we are able to continuously improve and strategically manage the environment in which effective teaching and learning takes place. Our Operational Division provides support and mobilizes resources schoolwide to ensure efficient planning, application and optimum use of school resources. The HCCS Operations Division provides hands-on support with all aspects of school operations, giving all of HCCS the confidence to move forward with our vision and mission. As such, HCCS screens and hires highly qualified staff for our Operational Division who, under the direction of the Chief Operations Officer, meet the minimum specified qualifications outlined below.

Directors
At Highlands Community Charter School, we understand the vital contributions our Operational Directors make through the leadership they provide. Our Operational Directors exercise this leadership by tirelessly striving to reach our long-term vision of eradicating educational inequality and promoting student achievement through planning, policy setting, advocacy, and monitoring performance to effectively hold HCCS staff accountable to achieving the goals set in our mission so that each and every student succeeds.

Director of Marketing and Communications
The *Director of Marketing and Communications* is responsible for the overall public communications of HCCS. This includes, but is not limited to, planning, directing, and coordinating the internal and external communications to and from the governing board of directors, and with the public, administration, faculty, and staff. Our Director of Marketing and Communications possesses, at a minimum, any combination equivalent to graduation from a 4-year accredited college with specialization in journalism, English or public relations plus experience in public relations management, public information, public affairs or similar occupations. In this position, the Director of Marketing and Communications has progressively responsible experience, preferably in a supervisory or administrative capacity, conducting

complex research and/or media analysis in a major media market with prior on-camera media experience preferred.

Supervisors
Our Supervisors play a key role in helping us reach our mission by setting goals for performance, allocating work, monitoring productivity and compliance, providing leadership, building teamwork, and ensuring workforce involvement.

General Services Supervisor
At HCCS our *General Services Supervisor* plans, organizes, directs, administers, reviews, and evaluates schoolwide facilities, maintenance, operations, and purchasing. This position must also supervise warehouse programs and services encompassing facilities planning, construction and maintenance, hazardous materials management, safety management, property management, architectural services, custodial, grounds maintenance, purchasing/warehouse, and general operational services. In this position, the General Services Supervisor exercises independent authority within the scope of responsibilities. This scope includes supervising appropriate staff working in facilities, maintenance, operations, and purchasing/warehouse. The General Services Supervisor acts as a liaison with other HCCS department directors and various city, county, state, and federal agencies in relation to the facilities, maintenance, operations, and purchasing/warehouse activities at HCCS. The qualifications of our General Services Supervisor include an understanding of principles, methods, and practices of school planning, organization, and direction of custodial operations and facilities planning as well as maintenance and purchasing/warehouse service. In this position they are also qualified to complete budget preparation and control, policies, practices, and procedures pertaining to the maintenance, repair, and operation of building complexes. Knowledge of applicable health and safety regulations, equipment, materials, and supplies used in educational settings are also critical. Additionally, the General Services Supervisor is involved with contract management and administration, both oral and written communication, principles and practices of administration, supervision, training, interpersonal skills, patience, and courtesy. Minimum qualifications include experience with computers and assigned software, environmental, health, and safety knowledge, and knowledge related to the regulation of employees, buildings, and property, technical knowledge, preventive maintenance, materials, equipment, and procedures used in various building construction trades and custodial and grounds service operations.

Independent Studies ("IS") Supervisor
The Highlands Community Charter School *Independent Studies Supervisor* is responsible for all programs that are aligned to an Independent Studies instructional model, including program compliance including attendance, CALPADS reporting, instructional assignment, charter petition, and charter renewal. WASC accreditation, campus/facility management, and fiscal compliance are all conditions to successfully fulfilling the job. The IS Supervisor has the ability to coordinate and manage the Independent Studies program. This is a classified administrative position that supervises the program on a variety of HCCS campuses and is part of HCCS's high school diploma program. The HCCS Independent Studies Supervisor should possess a BS or BA degree from a recognized college institution in Liberal Studies, Business Administration, or a degree of a similar nature that is in alignment to the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability are essential. The Independent Studies Supervisor must have a thorough knowledge of school SIS (Student Identification Systems, i.e. Powerschool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. In this position it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regards to

communication, record keeping, staff presentations, fiscal accountability, or stated mandated compliance associated with Independent Studies. The IS Supervisor must possess the ability to prepare and lead presentations with staff, administration, community stakeholders, and the Board of Trustees for HCCS as well as a thorough understanding of the compliance regulations governing Independent Studies as a recognized educational alternative. It is also essential for this position to have a thorough knowledge of CALPADS and its use for Independent Study tracking, including student demographics, course completions, and student status toward diploma success. The IS Supervisor can communicate effectively and clearly both orally and in writing with a diverse staff and student population, has a proven track record of leadership practices associated to classified and certificated staff, understands and is prepared to produce all documentation necessary to perform and complete annual audit requirements associated with Independent Study.

Business Services Supervisor
The *Business Services Supervisor* is responsible for all areas relating to accounting, developing and maintaining accounting principles, practices, and procedures to ensure accurate and timely financial statements. Our Business Services Supervisor performs a variety of accounting duties in the processing of payroll, accounts payable, accounts receivable, and purchasing and is qualified through a strong understanding of accounting theory and generally accepted accounting principles. The Business Services Supervisor has a proven work ethic and possesses a can-do attitude and ability to meet assigned deadlines. This person is proficient in Microsoft Excel, Microsoft Office, email systems, and has the ability to communicate with a diverse group of people on a daily basis. Preferable qualifications include 6-8 years accounting/finance experience, specifically within a public or school district setting.

Career Services Supervisor
Our *Career Services Supervisor* assists all students and alumni in the development of career technical education, career identification, job search, and employment opportunities. In addition, the HCCS Career Services Supervisor continually works to expand the scope of services through the implementation of data-driven workshops and the utilization of various internal and external resources. The Career Services Supervisor also aims to accomplish organizational objectives by managing staff and seeking professional development. Our Career Services Supervisor is qualified through experience in planning, organizing, monitoring, implementing, and supporting career services, work experience, and supplementary instruction programs. The Career Services Supervisor also supervises the performance of assigned personnel and communicates effectively both orally and in writing, interpreting, applying, explaining rules, regulations, policies, and procedures. This person is responsible for establishing and maintaining cooperative and effective working relationships, analyzing situations accurately and adopting effective course of actions, meeting schedules and timelines, working independently with little direction, preparing comprehensive narrative and statistical reports, directing the maintenance of a variety of reports and files related to assigned activities, and maintaining consistent, punctual and regular attendance.

Administrative/Office Assistants Supervisor
HCCS employs an *Administrative/Office Assistants Supervisor* who plans, organizes and supervises the activities of assigned administrative and office assistants sections within the established office and school sites as directed. The Administrative/Office Assistants Supervisor is responsible for the maintenance of records, reports, and student filing procedures and analyzes assigned projects. The Administrative Supervisor supervises, reviews, and assigns project functions to administrative staff. At a minimum, the Administrative Office Assistants Supervisor possesses an associate degree or equivalent combination of experience, training, and education with prior experience. Experience working in a school setting

preferred, and is bilingual, preferably in one or more of the following languages: Spanish, Farsi, or Slavic dialects.

Managers
Managers at HCCS contribute to the achievement of our mission by arranging various factors of the organization. Managers effectively allocate and integrate resources while motivating HCCS staff in their departments. They also negotiate for resources and other support, providing the assurance that staff and students at Highlands Community Charter School are able to achieve the goals set out in our mission and schoolwide learner outcomes.

Facilities Manager
The *Facilities Manager* coordinates, schedules, and monitors use of school facilities for academic and/or nonacademic events organized by HCCS and the community. The Facilities Manager also performs a variety of logistics support duties such as arranging for space, energy and lighting, staffing and security, food services, and clean-up. The Facilities Manager also prepares specialized records, contracts, and reports for facility use and coordinates with partnering schools to assist in classroom and teacher needs facilitation, and provides a variety of logistics, contracting, and support to scheduling offering school site campuses facilities for use. The position requires a high school diploma or equivalent plus four years of progressively responsible experience in an event or facilities planning environment, an Associate's degree in business, program administration, or equivalent is preferred and may substitute for some experience

IT Manager
Our *IT Manager* maintains and expands our computer networks, manages the WAN, LAN, SAN and EDI computer platforms, while looking for ways to grow our networks in a cost-effective way to meet future needs. The IT Manager is responsible for developing network maintenance and growth plans, creating annual and project budgets, managing the IT staff, and keeping the executive team up to date on the latest networking technologies that could help the Highlands Community Charter School to succeed. At a minimum, the IT Manager possesses a bachelor's degree in Computer Science or related field and 5+ years of experience in information technology management

Operational Specialists
As part of our ongoing and growing efforts to support our operational team and in order to ensure students are receiving the highest quality instruction and support HCCS can provide, we employ specialists to support school instruction and operations. Each operational specialist candidate possesses the necessary education and professional experience related to their field of specialty to qualify them for the duties and responsibilities of the position. Our specialist positions and qualifications are as follows:

Transition Specialists
Transition Specialists at Highlands Community Charter School provide transition and employment services to students and qualified California State and Sacramento County ex-offenders; assist participants with enrollment, making appointments, telephone calls, writing letters and filing forms; and provide individual job development, placement assistance, job coaching, follow-along, and follow-up services. Our Transition Specialists are qualified with one (1) year of experience in career advising and/or job development or closely related field is required, an associate degree or higher from an accredited college or university, evidence of the ability to type 30 wpm, preferably with experience working with students and/or adults with special needs.

Data Specialist

The *Data Specialist* will be responsible for maintenance of data throughout the systems used by Highlands Community Charter School. The Data Specialist will work with employees, partner organizations, and The California Department of Education (CDE) to ensure proper usage and implementation of data systems used by HCCS. The Data Specialist will be the primary point of contact for all data-related matters for HCCS, including but not limited to audits, CALPADS, and Principle Apportionments. This job requires someone who possesses high attention to detail, good judgment, efficient execution, is highly reliable, and has the ability to quickly learn and implement new technology. The minimum qualifications for this position are an understanding of how to manage a database, proven ability to develop scripts and software, strong problem solving skills, and effective communication skills.

Maintenance Specialist
The *Maintenance Specialist* performs inspections, maintenance, and repairs to ensure that all students, staff, and the community are provided a safe, attractive, clean, and healthy environment for learning and work. The Maintenance Specialist minimum requirements include a high school diploma and certificates pertaining to the trade; holds a license for the type of equipment to be driven, with no serious violations, demonstrates knowledge, a minimum of three years of experience, and proficiency in several areas of maintenance (e.g., plumbing, painting, carpentry, masonry/concrete/tile, window glazing, electrical, mechanical, HVAC systems, roof repair, plastering/spackling, field/playground maintenance, furniture repair, and small engine repair); has excellent integrity and demonstrates good moral character and initiative; exhibits a personality that demonstrates interpersonal skills to relate well with students, staff, administration, and the community; and demonstrates the ability to communicate effectively in English, using proper grammar and vocabulary.

Social Media Specialist
The *Social Media Specialist* position performs professional-level marketing/public relations/social media duties that align with HCCS goals and objectives for student achievement. The Social Media Specialist also actively participates in the creation, design, and production of HCCS publications and manages and develops content for our website and social media. Our Social Media Specialist is a self-starter who thrives in a fast-paced team, has strong organizational skills and enjoys problem solving. Ideally, the Social Media Specialist has a bachelor's degree from an accredited college or university in a field related to marketing, advertising, public relations or communications, five (5) years of experience performing communications/marketing/public relations at the professional level, and has experience in a diverse public education setting. The Social Media Specialist is preferably bilingual in English and 1 other language.

Generalists
HCCS employs ‘Generalists’ who have a diversity of skills and abilities in which they excel and whose knowledge is dispersed over a wide range of subjects. We recognize the value of members of our team being able to see deeper inside this interconnectedness of instruction, operations, and students services and find solutions that help us reach our mission.

Human Resources Generalist
The *Human Resources Generalist* assists managers and supervisors with the interpretation and routine application of District policies, procedures, and appropriate Memorandum of Understanding pertaining to Human Resources. Our Human Resources Generalist responds to requests for documentation related to human resources and risk management activities; assists employees and departments with the interpretation of personnel related procedures; works with hiring authorities to perform all aspects of the recruitment and hiring process including developing and posting jobs; job announcements, reviews and

screens applications; and develops and administers appropriate selection tools while maintaining eligibility lists and fingerprinting. We require that our Human Resources Generalist possesses the equivalent to an Associate's degree in Human Resource Management, Business Administration, Labor Relations or Organizational Leadership and two (2) years increasingly responsible experience performing human resource functions, payroll, or other administrative clerical, financial and/ or statistical record keeping that can be directly related to the essential duties and responsibilities of the classification of Human Resources Specialist. A Bachelor's degree in Human Resource Management, Labor Relations or Organizational Leadership may substitute for the experience requirement. A Bachelor's Degree in one of the relevant fields or a specialized certificate in Labor Relations or Human Resource Management is desirable.

Purchasing Generalist
HCCS employs a *Purchasing Generalist* who has experience with accounts payable, purchasing, general accounting principles, and travel reimbursement processing. Our Purchasing Generalist has excellent organizational and analytical skills to assume general assignments and independently follow through to successful completion; strong interpersonal and oral communication skills to effectively and professionally communicate in person and on the telephone, and give directions to a diverse group of people including faculty, staff, and students; excellent communication skills (oral, written, and interpersonal) to effectively interpret instructions and interact with a wide variety of people in a helpful, effective, and informative manner using tact and diplomacy. The HCCS Purchasing Generalist has demonstrated skills to interpret policies, procedures and requirements and apply to processes and procedures related to research, teaching, the department, school and university; elicit information needed to clarify inquiries and requests; demonstrated computer skills utilizing Microsoft Word, Excel, PowerPoint, Outlook, and Adobe Acrobat, and excellent mathematical skills to accurately complete assigned budgetary, accounting and purchasing tasks bookkeeping, and controlled documents. It is the responsibility of the Purchasing Generalist to track all orders & receipt of goods and work with vendors to resolve any issues or returns, monitor all purchase orders, maintain and use a purchasing card in compliance with HCCS policies and procedures, keep an accurate log, reconcile monthly statements, keep an inventory of goods and distribute goods as requested/needed, provide timely turn-around on all requisitions and purchase orders throughout school, maintain procurement documents in a retrievable manner, maintain useful and up-to-date information relative to the procurement area that may affect centralization or good business practices, confirm that all submitted documentation is accurate and complete, review site policies, operation procedures, work instructions and forms for format consistency, and review documents and written external communication for format, consistency, and compliance with existing procedures. The minimum qualifications for this position include, any equivalent combination of training and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of HCCS, equivalent to an Associate’s degree, Trade or Technical School, two (2) years of experience in the purchase of specialized operations of equipment, technical services, or equivalent combination of education and experience, competent with MS excel based and other purchasing systems, and knowledge and skills equivalent to completion of two years of college.

Liaisons
Liaisons at HCCS are an integral part of the positive connections and partnerships we make in the community. HCCS Liaisons aid our communication with the community, prospective partners, former students, and the like to ensure our students, past and present, are connected to what they need.

Community Development Liaisons

Community Development Liaisons at HCCS develop and maintain partnership arrangements with private, public, and voluntary sectors and the local communities to meet the service needs and operations of HCCS. The Community Development Liaisons work consistently to ensure continuous local development and that all associated processes are accurate, professional, and consistent at all times. Community Development Liaisons contribute to the overall success of HCCS in accordance with our schoolwide learning outcomes, mission, and vision by providing seamless service to clients. Our Community Development Liaisons qualify through work experience in a multicultural environment. They have excellent customer skills with meticulous attention to detail, proven ability to prioritize and work on their own initiative whilst respecting boundaries, excellent networking, and promotional skills, good IT skills, particularly MS Office. Community Development Liaisons have the ability to communicate with a diverse group of people on a daily basis, preferably with experience in community development.

Student Engagement Liaison
The *Student Engagement Liaison* works with students to promote and enhance attendance. The purpose is to determine the cause of student absences and to provide assistance to students to enhance school attendance. The Student Engagement Liaison must have an associate degree or equivalent combination of experience, training, and education with prior experience working in a school setting and be bilingual in a language other than English, preferably in *Spanish, Farsi, Slavic* dialects.

Administrative Support Team
The administrative support team at HCCS is essential in supporting the daily operations of all HCCS sites. With the support of members of this team, staff in all divisions are better able to serve our students and our mission.

Data Technician
The *Data Technician* assists the Data Specialist in maintaining data throughout the systems used by HCCS. The Data Technician provides technical assistance and prepares complex reports and information for the use by HCCS personnel, partner organizations, and the California Department of Education. Data Technicians are highly reliable and have high attention to detail, good judgment, efficient execution, and the ability to learn quickly and implement new technology. At a minimum, Data Technicians should have a high school diploma and an associate/bachelor's degree in an analytical field or at least 2+ years of experience with data systems and/or Student Information Systems, including experience with CALPADS.

Information Technology Technicians
The *Information Technology Technicians* install, configure, update, maintain, and repair computer and microcomputer workstations, network peripherals, and communication systems as well as instruct and coordinate with personnel and perform related and non-related work as required. The position requires a minimum of 2 years recent experience in the computer/technology equipment maintenance field. An Associate's degree in computer science or related technical field is highly desirable.

Custodians
HCCS *Custodians* perform custodial cleaning and replenishment of dispensers for school sites, multi-use, offices, surrounding grounds, and related facilities. In addition to demonstrating the competencies and abilities required of the position, Custodians must work cooperatively and productively with the staff, students, and facility users. Our Custodians are required to have a basic knowledge of the methods, materials, tools, and equipment used in custodial and facility care and cleaning. They should also understand work hazards and safe work techniques, including lifting procedures, chemical reactions and proper safety precautions for use of cleaning substances, and building repairs. Custodians need sufficient

reading and writing abilities to read work instructions and document work activity onto standardized forms and sufficient human relations skill to exercise courtesy when dealing with others.

Administrative Assistant II
Administrative Assistant II staff perform highly technical and complex tasks, facilitate and expedite work, and perform other related duties as required. Administrative Assistant II staff serve as assistants to management with responsibility over a division. All of their duties and responsibilities require a high level of initiative and independent decision-making. At a minimum, Administrative Assistant II staff possess four years of increasingly responsible full-time experience at a level comparable to a school secretary or higher is required or two years as an Administrative Assistant I in a School District and the ability to communicate with a diverse group of people on a daily basis.

Administrative Assistant I
Administrative Assistant I serve as assistants to school administrators and perform complex and highly specialized secretarial and administrative support duties; relieve executive staff of clerical and administrative details; plan, organize, and coordinate office activities, provide administrative details and communication. Administrative Assistant I have experience in the operations, principles, practices, procedures, rules, and methods of the district and assigned office or division, the operation of a computer and assigned software, modern office methods and equipment, computers and application software, accurate record-keeping techniques, correct English usage, grammar, spelling, punctuation and vocabulary, using receptionist and telephone techniques, district organization, operations, policies and objectives, interpret and apply legal mandates, policies, rules and regulations, and operational procedures pertaining to school operation. Administrative Assistant I are able to effectively and efficiently operate computer terminals and computers and utilize application software, compose correspondence independently, establish and maintain comprehensive and accurate files and records and prepare concise and complete reports as required, type 50 words per minute, make mathematical calculations with speed and accuracy, understand and carry out oral and written directions, communicate both orally and in writing in a clear and concise manner, apply policies and procedures related to the assigned duties and responsibilities of the position, establish and maintain cooperative and effective working relationships, and work with discretion and in confidence with student and staff information.

Office Assistants
Office Assistants perform varied secretarial and clerical work functions in support of daily operations. Qualifications include the ability to learn and apply policies, regulations and operational procedures, effectively and efficiently operate computers, utilize application software, establish and maintain comprehensive and accurate files and records, prepare concise and complete reports as required, type 40 words per minute, make mathematical calculations with speed and accuracy, understand and carry out oral and written directions, communicate both orally and in writing in a clear and concise manner, apply policies and procedures related to the assigned duties and responsibilities of the position, establish and maintain cooperative and effective working relationships, work independently with little direction, meet schedules and timelines, compose documents and correspondence, use appropriate spelling, grammar, and punctuation. Office Assistants must also perform correspondence and report writing, use automated record management and filing systems, and telephone techniques. Office Assistants are familiar with modern office practices and procedures including methods and equipment, computers, assigned software, district organization, operations, policies and objectives.

Element 6: Health and Safety Procedures

The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. **(Ed. Code § 47605(c)(5)(F).)**

6.1: Custodian of Records

HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

6.2: Promoting Student Health and Wellness

HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

Health, Wellness, and Nutrition

HCCS' Health curriculum reflects the California Health Education Content Standards and teaches students about a fit and healthy lifestyle. Because of the diverse cultural backgrounds we serve, it is essential that we put great effort into health education in our classrooms to address the varying and culturally unique health education needs of each student. Many of our students need help navigating and utilizing community resources available to them to access basic health knowledge for developing a healthy lifestyle. Our teachers proudly emphasize health education for our students while our Student Support Services staff continually evaluate and address the needs of our students.

Social and Emotional Support and Guidance

Teachers, counselors, and all other staff who interact with students listen, support, empathize, and guide students towards healthy social and emotional development. Being open-minded, trustworthy, and respectful of our students is imperative to the social and emotional well-being. HCCS also makes every effort possible to identify students in need of mental health services and to make community resource connections with community mental health organizations to offer additional support and services.

Academic, College, and Career Counseling

Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). ELD students also meet with ELD Navigators in groups and individually to discuss general academic topics such as graduation requirements and promotion goals. Counselors offer college and career counseling through individual and group sessions.

Community Partners, Resources, and Referrals

We partner with a variety of community agencies to assist us in meeting our students' and families' varying needs from housing, financial, legal, and immigration services to medical and dental clinics. Our partners include International Refugee Committee ("IRC"), Asian Resources, Inc. ("ARI"), Lao Family Community Development, Greater Sacramento Urban League, La Familia Counseling Center, Inc., to name a few.

Background Checks

HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by the law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting

All HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees, and other persons working on behalf of HCCS who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination

HCCS shall adhere to existing state laws regarding tuberculosis screening of employees. HCCS requires a tuberculosis risk assessment and , if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations

HCCS adheres to all applicable laws and existing Board policy related to legally required immunizations and health related issues for both employees and entering students at HCCS.

CPR/First Aid Training

All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes

The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 12 of human trafficking prevention resources.

Menstrual Products

The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.
The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

Recess
Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code Sectio n49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grade 12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education
If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information
The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(N):

a. child abuse reporting procedures
b. routine and emergency disaster procedures

c. policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. a discrimination and harassment policy consistent with Education Code Section 200
f. provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
h. a safe and orderly environment conductive to learning
i. the rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
j. procedures for conducting tactical responses to criminal incidents
k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a schoolbus serving the school
m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

Emergency Preparedness

Highlands Community Charter School's shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Site Administrator and, if there is merit to the concern, the Site Administrator shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens

Highlands Community Charter School adheres to state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment

HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure

HCCS shall utilize a complaint and investigation procedure to centralize all complaints and concerns coming into the Charter School. Under the direction of the Board, the Executive Director shall be responsible for investigation, remediation, and follow-up on matters submitted through this procedure. All issues not resolved by the school site may be resolved at the executive level.

Discrimination and Harassment Policies and Procedures

HCCS is committed to providing a charter school free of discrimination and sexual harassment. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of HCCS' sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools" an online program. HCCS is also committed to providing a workplace free of discrimination and any harassment based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medial are leave,, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation. HCCS uses policies adopted by the Board regarding discrimination harassment (including employee to employee, employee to student, student to employee, and student to student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment, is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety

Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building

Standards Code. HCCS adheres to laws specific to charter schools on the local and state level regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Transportation Services

The Charter Schol shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services to students.

Extreme Weather Policy

On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

SB 98, SB 495, SB 848, AB 727, AB 962, AB 772 Compliance

The school safety plan and other policies of the school shall comply with SB 98 (2025), SB 495 (2025), SB 848 (2025), AB 727 (2025), AB 962 (2025), and AB 772.

Title IX

HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location on its web site the following information related to the federal regulations implementing Title IX of the

Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specific in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

(a) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.

(b) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.

(c) A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element 7: Means to Achieve Student Population Balance

The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. **(Ed. Code § 47605(c)(5)(G).)**

7.1 & 7.2: Plan for Achieving and Maintaining Student Population Balance & How to Reach This Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves. HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220. (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and recruiting strategy that ensures all students are notified about the educational opportunities we offer. These efforts will be on-going, throughout the year. As HCCS is committed to serving all ethnic groups, we use various advertising techniques to recruit students from all backgrounds.

Each year HCCS conducts an analysis of enrollment trends in order to optimize our efforts to recruit and retain students. An informal designated committee, comprised of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Externally, HCCS addresses retention and attrition through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagements systems coordinate efforts to strengthen two-way communication between students and the school. Some of these systems include our ELD Navigators, Reclassification Specialist, Reading Specialist, Transition Specialist, and Student Engagement Liaison. This collaboration not only helps student relations, but also increases student achievement and hopefully retention.

HCCS will actively recruit adult students from Sacramento County that reflect a diverse student population both with regard to racial and ethnic and special education diversity, but also with regard to socio-economic diversity and English Language Learners. HCCS will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements to ensure racial and ethnic, special education, and English Learner balance of students that is reflective of the District:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational materials that appeal to all of the various racial and ethnic, special education, and English Learner groups represented in the County.
- Distribution of informational materials to community organizations, community religious institutions, and other organizations that serve various racial and ethnic, special education, and English Learner populations, such as the libraries, recreation centers, local businesses, middle schools, and faith based organizations.
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations, including but not limited to Farsi, Spanish, Russian, and Arabic.
- The use of various advertising mediums that allow individuals whose first language is something other than English to obtain information relevant to programs at the school.
- Announcing enrollment and recruiting information in local newspapers, online news sources, and social media. HCCS will continue to add sources to stay current with the latest technologies and trends.
- Presentations at various multicultural events, including community fairs and events.

Element 8: Admission Requirements

Admission policies and procedures, consistent with [Educations Code Section 47605] subdivision (e). **(Ed. Code § 47605(c)(5)(H).)**

Admission Requirements

8.1: Admission and Enrollment Requirements

Highlands Community Charter School is nonsectarian in its programs, admission policies, and all other operations. HCCS will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics [Ref. Education Code § 47605(e)(1)]. HCCS will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. No test or assessment shall be administered to students prior to acceptance and enrollment into HCCS. However, subsequent to acceptance, students are assessed for placement into appropriate class levels for enrollment.

HCCS admits all students who:

- wish to enroll in our academic program,
- we are legally allowed to serve,
- meet the exclusive WIOA agreement requirement of being age 22 and older, and
- submit a timely application.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)
Per Education Code §§ 47612.1 and 47605.1 (f)(1), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Greater Sacramento Urban League (GSUL) or other WIOA organization. As such, we only legally serve students who are receiving WIOA funded services and do so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The GSUL or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements". HCCS will provide the District with documentation that confirms GSUL or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California, may be admitted.

Student Recruitment

8.2: Recruiting Students with Low Academic Performance, Socioeconomic Disadvantages and Disabilities

Our recruitment efforts reflect our objective nature as a charter school and in no way favor or bias any demographic. When students with Individualized Education Plans ("IEP"s) enroll, it is the school's policy to collect any and all information pertaining to the student's IEP and to assess whether the IEP is transferable to a 504 plan. HCCS is committed to serving academically low-achieving and socioeconomically disadvantaged students to offer them a seamless path to success in employment, higher education, and life. HCCS serves a community where a predominant number of students in our target population qualify for free or reduced-price lunch according to federal guidelines. We are dedicated to making sure that all community members are equally aware of the alternative we are providing to students within the communities we intend to serve.

HCCS conducts student outreach activities throughout the calendar year. A variety of techniques are utilized including posters, flyers, local school visits, community-based organization visits, presentations at various multicultural events, public business tabling (sitting outside markets and other businesses that allow us to pass out flyers to the public) and various advertising, including in local English, Spanish, Farsi, and Russian publications and radio stations. All promotional materials are in various languages, including Spanish, Farsi, Russian, and Arabic, to inform non-English speaking populations about our school.

In order to ensure we attract low-achieving, economically disadvantaged, and special education students, we conduct our outreach in the surrounding communities with similar demographics. Our marketing and recruiting materials highlight that our program is available to all students with a variety of needs and backgrounds. Our recruiting teams are trained to ensure all families are notified that our program currently serves a large population of economically disadvantaged students and that we accept students regardless of past academic performance.

Lottery Preferences and Procedures

8.3: Identification and Rationale of Admission Preferences

If HCCS receives a number of applications that exceeds the number of available spaces, a single public random drawing/lottery will be used to select admitted students, with the exception of existing students, who are guaranteed admission in the following school year. The following enrollment preferences and affirmative action preferences in the case of a public random drawing shall be as follows:

1. All students currently enrolled in HCCS
2. Non-youth residents of the District; as defined by WIOA as those 22 years of age and older
3. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery. This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waitlist carry over to the following school year.

HCCS and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

8.4: Implementation of a Public Random Drawing

Open Enrollment Period and Enrollment Procedures
Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of both a paper-based and online student registration form and optional attendance at one of our weekly orientations.

Enrollment packets for students who are admitted also gather the following:

- Proof of Immunization
- Proof of Withdrawal from Previous School (such as transcripts)
- Proof of Not Having a U.S. high school diploma
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements, e.g. birth certificate or driver's license
- Release of records[1]
- Any forms required by the Greater Sacramento Urban League or other WIOA partner

Following the open enrollment period each year, applications are counted to determine whether the number of students who wish to attend HCCS have exceeded HCCS's capacity. In the event that this happens,

[1] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

HCCS will hold a public random drawing to determine enrollment with the exception of existing students who are guaranteed enrollment in the following school year. This public random drawing is conducted in a public setting, at a time and place (e.g., the main school site) to be made known in advance to the community. The public random drawing process will be used to determine who will be offered enrollment and the order of the waitlist.

The public shall be notified of the random drawing through written notices posted at the school campus and on our website. Applicants who have completed registration are notified of the lottery via automated and/or personal telephone calls, email notifications, and letters sent to home addresses. If there are more available seats in a grade level than there are applicants, all students who have completed registration will be offered a seat.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity will be given the option to put their name on a waiting list according to their draw in the lottery. This waiting list will allow students the option of enrollment if an opening occurs during the current school year at their grade level. New students will be added to the waiting list on a first come, first served basis. If the waiting list is exhausted, then the school may hold additional random drawings.

Communicating to All Interested Parties

Applications are available digitally online on the Highlands Community Charter School website and hard copies are available at all HCCS sites. Our school advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and fliers.

Ensuring Fair Execution of Lottery Procedures

The lottery will be coordinated by an individual designated by the Executive Director but moderated by an objective third party (usually a community leader or liaison) in a location open to the public and advertised to the school community. Given the native languages of the anticipated target community, all proceedings will be conducted in English, Spanish, Farsi, Russian, and Arabic, as needed.

The lottery is open to the public and students are encouraged to attend; however, students are not required to be present at the time of the drawing to be eligible for admission. Results are published in English, Spanish, Farsi, Russian, and Arabic, as needed. Results are mailed to all applicants and follow up phone calls are made by the designated Enrollment Team and/or school office staff.

The lottery will be made random through use of numbers assigned to each applicant. All applicant numbers will be published and provided to students before the lottery begins. When a student's number is drawn, both the number and student's name will be announced verbally, and the student will be added to a master list which will be projected for those in attendance. Once all available seats in a grade level have been filled, the designated Enrollment Team will announce to those present that all remaining applicants drawn will be placed on the waitlist for that grade level in the order that they are drawn.

Lottery Time and Location

The random public drawing (lottery) will be held in a public space in the community that is large enough to accommodate all interested students. The lottery process is open to the public. The public is notified of the random drawing through written notices posted at the school campus and on our website. The random public drawing (lottery) will be scheduled in the event that applications for enrollment exceed school capacity. The lottery will be held at a time that is determined to be convenient for the students in our school

community to attend.

Waiting List Priorities

A waiting list will be implemented when the number of applications exceeds the enrollment capacity at each grade level. In the event of a lottery, admission to the school will be offered to applicants based on the results of the public random drawing until capacity is reached. All remaining names drawn after capacity for a grade level is reached will be placed on a waiting list in the order they are drawn. New applicants who register after the lottery deadline will be offered a seat if space is available in the grade level they have applied for or added to the waitlist in the order that the application was received. As seats become available in a grade level, the student with the lowest numerical ranking will be offered that seat.

Notifying Students of a Seat Offering

Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be notified of acceptance within a week of the lottery by the designated Enrollment Team and/or school office staff and must accept enrollment within two weeks of notification by confirming with the school staff their intent to complete the enrollment process and/or submitting a completed enrollment packet. Any families who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures

Copies of all registration forms, lottery results, and waiting lists are readily available for inspection at the school office. These records will be maintained by the designated Enrollment Team.

Volunteering at HCCS is not mandatory and is not a condition of admission or continued enrollment at HCCS.

Element 9: Annual Financial Audits

The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. **(Ed. Code § 47605(c)(5)(I).)**

Annual Audit Procedures

9.1: Contracting with an Independent Auditor

An annual independent fiscal audit of the books and records of HCCS is conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of HCCS are kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit employs generally accepted accounting procedures. The audit will be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

9.2: Completing the Audit

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. A copy of the auditor's findings will be forwarded to TRUSD, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Board of Directors will receive and review each year's audit.

9.3: Selecting an Independent Auditor

The auditor will have, at a minimum, a CPA and experience with educational institution accounting requirements and practices and shall be approved by the State Controller on its published list as an educational audit provider. HCCS shall be solely responsible for all costs associated with auditing services. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

9.4: Administering the Resolution Process

The HCCS audit committee will review any audit exceptions or deficiencies and then report to the Board of Directors with recommendations on how to resolve them. The Board will submit a report to TRUSD describing how the exceptions and deficiencies have been corrected by the time of the audit submission, along with supporting documentation. Additionally, HCCS will inform TRUSD of any outstanding exceptions or deficiencies at the time of audit submission and how they will be resolved to the satisfaction of TRUSD along with an anticipated timeline for the same. Typically all audit exceptions or deficiencies will be addressed within six months. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

9.5: Submission

The Board of Directors will submit a report to TRUSD regarding how the exceptions and deficiencies have been, or will be, resolved to the satisfaction of TRUSD.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of HCCS is public record to be provided to the public upon request.

Element 10: Suspension and Expulsion Procedures

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Education Code Section 47605(c)(5)(J).

School Climate and Student Discipline System

10.1: HCCS Discipline Philosophy

Highlands Community Charter School prides itself on the meeting of student needs and developing an action plan to address extenuating circumstances as they arise, recognizing that many of our students come to our organization due to hardship that has prevented their educational goals from reaching fulfillment. By addressing the needs of each student head on, we remove the barriers that prevent student success.

HCCS implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing

of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

HCCS encourages the utilization of these services as prevention from student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstance which prevents attendance. Counselors, teachers, directors, and other assigned personnel assist with the addressing of these student needs by creating an action plan for both staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and

goal setting.
- Designated administrator
- Classroom teacher(s)
- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

- This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.
- The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting.
- The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

- The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the *Student Success Plan* form or the *Student Success Plan Follow-up Form*.

Team Member

- An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

- The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

- When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

- Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have hadformer experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

- Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

- The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

- Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices

Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation:

1. **Case Management**

It is very important to clearly define on the *Student Success Plan* who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

- meeting with the student and with the teacher regarding the action plan,
- making phone calls and/or sending reminder notes to team members regarding action items, and/or
- helping students and their families follow through with referrals to on-site and community-based services.

2. **Feedback to the Referral Source**

The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies,

modifications and adaptations.

3. **Student/Family Support**

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

4. **Follow-Up SST Meetings / Ongoing monitoring of student progress**

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the *Student Success Plan Follow-up Form*. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review in de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[2], detention during and after school hours, community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such

[2] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

10.2: Authorization and Implementation of In-School Suspensions

HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- made terrorist threats against school officials or school property, or both.

Grounds for Suspension and Expulsion

10.3: Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

10.4: Suspension Offenses

Discretionary Suspension Offenses
Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which incudes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat,

even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her

immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.

1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
2. "Electronic Act" means the creation or transmission originated on or off the school site, by means

of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video or image.
ii. A post on a social network Internet Web stie including, but not limited to:
    a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one of more of the effects as listed in subparagraph (1) above.
    b. Creatin ga credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.
iii. An act of cyber bullying.
    a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

10.5: Expulsion Offenses

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Out-of-School Suspension Procedures

10.6: Rules and Procedures for Out-of-School Student Suspension

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Director of Curriculum and Instruction, or in the case of the Executive Director's and Director of Curriculum and Instruction's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Director of Curriculum and Instruction or assigned designee.

The conference may be omitted if the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regards to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

10.7: Maximum Suspension

The length of the suspension will be determined by the Executive Director and/or the Director of Curriculum and Instruction or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Director of Curriculum and Instruction or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

10.8: Meaningful Education for Suspended Students

A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

10.9: Suspension Pending the Outcome of an Expulsion Process

Upon a recommendation of Expulsion by the Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the Director of Curriculum and Instruction or

Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in section 10.8.

Expulsion Procedures

10.10 : Rules and Procedures for Student Expulsion

Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Curriculum and Instruction (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Curriculum and Instruction or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Curriculum and Instruction or Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the

Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel or designee determines that the student has committed an expellable offense .

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

HCCS may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.The person

or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.

5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both of the support persons is also a witness, HCCS must present evidence that the witness' presence is both desired by the witness and will be helpful to HCCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge

is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS as HCCS Board's decision to expel shall be final.

Expelled students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

10.11: Rehabilitation Plans

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

HCCS shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who HCCS or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's 504 Plan would reflect this change), and to progress toward meeting the goals set out in the student's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a student with a disability because of a violation of a code of student conduct, HCCS, the parent/guardian (in the case of a minor), and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the student's IEP/504 Plan, any teacher observations, and any relevant information provided by the students to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team determine that either of the above is applicable for the student, the conduct shall be determined to be a

manifestation of the student's disability.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/504 Team shall:

c. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such student, provided that HCCS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
d. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the student already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
e. Return the student to the placement from which the student was removed, unless the parent (in the case of a minor) and HCCS agree to a change of placement as part of the modification of the behavioral intervention plan.

If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then HCCS may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a student with a disability who disagrees with any decision regarding placement, or the manifestation determination, or HCCS believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or HCCS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and HCCS agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a student with a disability to the placement from which the student was removed; or (2) order a change in placement of a student with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such student is substantially likely to result in injury to the student or to others.

5. Special Circumstances

HCCS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with a disability who violates a code of student conduct.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated HCCS disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if HCCS had knowledge that the student was disabled before the behavior occurred.

HCCS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to HCCS supervisory or administrative personnel, or to one of the student's teachers, that the student is in need of special education or related services.
b. A parent has requested an evaluation of the student.
c. The student's teacher, or other HCCS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the director of special education or to other HCCS supervisory personnel.

If HCCS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible students with disabilities, including the right to stay-put.

If HCCS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. HCCS shall conduct an expedited evaluation if requested by the student; however the student shall remain in the education placement determined by HCCS pending the results of the evaluation.

HCCS shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be

eligible.

Element 11: Employee Retirement Systems

The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. **(Ed. Code § 47605(c)(5)(K).)**

11.1-3: Certificated, Classified, and Other Staff Members

All full time certificated employees at Highlands Community Charter School participate in a qualified retirement plan including, but not limited to, State Teachers Retirement System (STRS) or the federal social security system based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

Employees may have access to other school-sponsored retirement plans and other benefit plans according to policies developed by the Board of Directors and adopted as HCCS employee policies. In the event that the Internal Revenue Service adopts regulations barring non-profit entities from participating in the public-funded retirement plan (STRS), employees will be covered by federal social security and/or an employer-sponsored retirement plan as approved by the HCCS Board of Directors. HCCS will inform all applicants for positions within HCCS of the retirement system options for employees of HCCS and notify all applicants that accepting employment at HCCS may exclude the employee from further coverage in their current retirement system. The Executive Director shall be responsible for ensuring that appropriate arrangements for retirement coverage are made. HCCS will develop a mix of salaries and benefits, commensurate with location and experience, necessary to attract and retain well-trained teachers and staff.

Element 12: Public School Attendance Alternatives

The public school attendance alternatives for students residing within the school district who choose not to attend charter schools. **(Ed. Code § 47605(c)(5)(L).)**

12.1: Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS are informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency.

Element 13: Rights of District Employees

The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. **(Ed. Code § 47605(c)(5)(M).)**

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

Element 14: Dispute Resolution Procedures

The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. **(Ed. Code § 47605(c)(5)(N).)**

14.1: Providing Written Notification

Disputes Arising from within HCCS

It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS which do not involve TRUSD liability or issues of student health or safety will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious time lines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests TRUSD involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD

HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Bill McGuire
Twin Rivers Unified School District 5115
Dudley Blvd.
McClellan, California 95652 Jonathan
Raymond

Highlands Community Charter
School 1333 Grand Ave
Sacramento, California 95838

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol

HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code section 47607.

Element 15: Charter School Closure Procedures

The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. **(Ed. Code § 47605(c)(5)(O).)**

15.1: Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify (TRUSD), within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33. On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS. Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Additional Provisions

Facilities

The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. **(Ed. Code § 47605(h).)**

16.1: Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and useable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

16.2: Annual Operational Agreement

HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

16.3: Operational Powers and Liabilities

HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

16.4 : Insurance Coverage

HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters

The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. **(Ed. Code § 47605(h).)**

16.5: Funding

HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

16.6: Fiscal Strength

HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections under Tab 4.

16.7: Budgets and Cash Flow

A five year budget and financial projections is included under Tab 4. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

16.8: Financial Reporting

HCCS will provide reports to TRUSD as follows as required by Education Code Section 47604.33 and may provide additional fiscal reports as requested by TRUSD:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.
2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

16.9 : District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

16.10: Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the 2016-17 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

16.11 : Annual Review and Notice to District of Change in Status

HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

16.12 : Regulations and Compliance

HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. We will do so responsibly and accountability.

16.13 : Technology

HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education. Recognizing that there is always a cost-benefit tradeoff when using technology, HCCS will purchase hardware, software, and services based upon the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

16.14 : Term of Charter

The term of this charter shall begin on July 1, 2019 and expire June 30, 2027.

16.15 : Amendment of Charter

Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

16.16 : Cooperation

Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

16.17 : Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Twin Rivers Unified School District (TRUSD) Board of Trustees and HCCS Board of Directors.

16.18 : Administrative Services

The manner in which administrative services of the charter school are to be provided. **(Ed. Code § 47605(h).)**

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the

District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

16.19 : Potential Civil Liability Effects

Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(h).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

16.20 : Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

Neither Greater Sacramento Urban League nor any other WIOA service provider in partnership with HCCS receives any type or amount of apportionment. Furthermore, these partners do not operate as an adult school program.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

16:22: Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

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HCCTS Site Closure & Facility Transition Procedures

December 1, 2025 – June 1, 2026

I. Purpose and Scope

This document outlines the procedures Highlands Community Charter and Technical Schools (HCCTS) will follow to close, terminate, renegotiate, sublease, or buy out identified facilities for the 2025–2026 school year. It ensures all site transitions occur safely, legally, efficiently, and in compliance with lease agreements, TRUSD expectations and transparency, and relevant state and county requirements.

II. Legal and Policy Framework

All facility transitions comply with:

- Lease terms and property management contracts
- Facilities MOUs with Twin Rivers Unified School District
- California Education Code requirements related to charter facility use
- Federal and state rules for disposition of equipment purchased with restricted funds
- Nonprofit operational and audit standards

Legal counsel will review buyouts, renegotiations, and subleases as needed.

III. Roles and Responsibilities

Executive Leadership

- Approves facility transitions
- Oversees authorizer notifications

Director of Operations / Facilities Manager

- Leads execution of all closure steps
- Coordinates with landlords, TRUSD, and internal departments

Business Office

- Manages lease buyout negotiations
- Tracks expense abatement and reconciles closeout costs
- Oversees asset disposition, surplus, and inventory control

IT Department

- Removes and redeploys all technology
- Terminates services
- Ensures secure data management

Facilities & Custodial Teams

- Handle repairs, cleaning, and turnover preparation
- Ensure each site meets exit condition standards

IV. Site Categories & Required Actions

A. Sites Issuing 30-Day Termination Notices December 2025 (MTM = Month to month)

Address	Name	Expense Abatement	Lease Status
9880 Jackson Rd., Sacramento	Jackson Rd.	$22,818	MTM
7720 24th Street	24th Street	$22,818	6/30/2028 – 30 Day
6853 65th Street	65th St.	$8,616	MTM

715 C Street, Marysville	Marysville	$35,724	6/30/2028 – 30 Day
431 Hayes Avenue	Hayes Ave.	$13,500	MTM
2300 Edison Avenue	Edison Ave.	$53,574	MTM
730 S Street	S Street	$18,066	6/30/2028 – 30 Day
1100 Fulton Avenue	Larkspur Ln.	$15,181	MTM
1100 Las Palmas Avenue	Las Palmas Ave.	$134,649	MTM
2310 Fair Oaks Blvd. (C Suites)	Fair Oaks	$64,325	8/31/26

Required Actions:

- Issue official 30-Day Notice on or before **12/31/25**
- Conduct inventory and technology removal
- Prepare site for turnover per lease
- Complete repairs, cleaning, and documentation
- Return space to landlord in compliant condition

B. Sites Requiring Negotiated Buyout or Sublease

Address	Name	Notes	Expiration Date
2310 Fair Oaks Blvd. (D Suite)	Fair Oaks	Negotiate buyout or sublease	8/31/26
1050 Fulton Avenue	Fulton Ave.	Buyout/sublease discussions underway	6/30/26

3600 American River Dr.	American River	Buyout/sublease options; marketing Nov. 2025	12/31/26
555 Capitol Mall	Capitol Mall	Two suites subleased; third suite in process	9/30/2027
229 Clark Ave., Suites Q & V	Clark Ave.	Negotiate Sublease or Buyout and turnover preparation	9/30/2026
560 South A Street	Oxnard 2	Negotiate Sublease or Buyout and turnover preparation	12/30/2026

Required Actions:

- Engage property management beginning **December 2025**
- Evaluate financial impact of buyout vs. sublease
- Initiate marketing campaigns for eligible properties
- Finalize agreements by **Spring 2026**
- Complete all turnover and asset removal activities

C. TRUSD-Related Facilities

Address	Name	Notes	Expiration Date
1333 Grand Avenue	Grand Ave.	Building H remediation; renegotiate TRUSD usage	6/30/27

Required Actions:

- Complete remediation in collaboration with TRUSD
- Review facility usage needs

- Adjust MOU as needed
- Prepare facility for continued or modified educational use

D. Closed or Previously Vacated Sites 2025-2026

Address	Name	Status
Rosemont	Rosemont	Closed
406 9th Avenue, San Diego	9th Ave.	Closed
328 West Third Street Third Street	Third Street	Final Walk Through and turnover preparation
8211 Bruceville Rd.	Bruceville Rd.	Closed
5411 Luce Ave.	Luce Ave.	Closed
3144 Palm Street	Palm St.	Closed
1964 Rumrill Blvd	Rumrill Blvd.	Closed
10121 Westminster Ave. (Garden Grove)	Westminster Ave.	Closed
3730 Marysville Blvd	Marysville Blvd	Closed
O Street	O St.	Closed
30 Seavey Circle	Seavey Circle	Closed

Required Actions:

- Confirm asset removal and storage
- Ensure financial abatement is properly tracked

V. Facility Readiness & Turnover Protocols

Before releasing any facility, HCCTS will ensure:

A. Site Condition & Remediation

- Conduct final walkthrough with documented condition reports
- Complete patching, painting, repairs, and cleaning
- Remove all signage, branding, and fixtures
- Meet all landlord/TRUSD return-condition requirements

B. FF&E (Furniture, Fixtures & Equipment)

- Full inventory of all assets
- Categorization:
    - Redeploy
    - Store
    - Surplus/donate/sell
- Follow federal/state rules for equipment purchased with grant funds
- Update asset ledger for audit

C. Technology

- Remove all computers, printers, networking gear, and phones
- Sanitize and secure data
- Terminate internet, utilities, and telecom contracts

D. Security & Documentation

- Collect and return all keys, badges, and access cards
- Deactivate alarms and digital access
- Remove all confidential materials
- File all closeout documentation with Business Office

VI. Closure Timeline: December 1, 2025 – June 1, 2026

December 1–31, 2025

- Issue all 30-Day Notices
- Begin negotiations for buyout/sublease sites
- Begin asset inventory and technology planning
- Notify TRUSD of transitions

January 2026

- Vacate all MTM and 30-Day sites
- Complete repairs, cleaning, and turnover for closed facilities
- Redeploy/store technology and FF&E

- Finalize and file landlord acceptance documentation

February–March 2026

- Finalize negotiating buyouts/subleases
- Market eligible sites for sublease
- Complete remediation at Grand Ave.

April–May 2026

- Complete all physical turnovers and documentation
- Submit updated site lists to TRUSD and authorizers
- Reconcile all financial obligations

June 1, 2026

- All identified facility transitions fully completed
- All assets accounted for, redeployed, stored, or surplused
- All landlord and TRUSD requirements finalized

Internal Protocols for Site Closures and Vacating Facilities

- Site closure tracker

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 15, 2025

Via Electronic Mail

GQNorth Real Estate
10018 Fair Oaks Blvd
Fair Oaks, CA 95628

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on April 27, 2025 for 1120 Fulton Ave Suite F, Sacramento, CA 95825. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is January 14, 2026.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

kinecta
banking done different

Tenant Estoppel Certificate

To Kinecta Federal Credit Union, a Federal Credit Union, its successors and/or assigns (the "Lender"). The undersigned hereby certifies that as of the date of signature below:

Tenant Name and DBA:	Highland Community Charter School		
Landlord Name:	Azarnia LLC		
Site Address:	1120 Fulton Avenue	**Unit #**	F
City	Sacramento	**State & Zip**	CA 95825
Lease Date:	1-7-20	**Lease Start date:**	2-1-20
Lease Modification Date:	N/A Lease is M/M (no written agreement)	**Lease End Date:**	2-28-22
Security Deposit:	$ 1,860.00	**Unit Square Feet:**	1,200
Current Base Rent:	$ 1,934.40 **Per Month**	**Paid Through:**	March 2025
Property Taxes (if applicable):	$ inc below **Per Month**	**Paid Through:**	
Property Insurance (if applicable):	$ inc below **Per Month**	**Paid Through:**	
Operating, maint, repairs (if applicable):	$ 552.00 **Per Month**	**Paid Through:**	March 2025

Tenant has accepted possession of and is currently open for business. No one other than Landlord, Tenant and Tenant's employees occupies or has any right to occupy any part of the Leased Premises. Tenant's obligation to pay all rents and other payments required under the Lease have been satisfied. Tenant agrees that no such rents or other payments will in the future be paid, more than one (1) month in advance of their due date. Tenant is not entitled to any concession, rebate, allowance or free rent for any period after the date of this Tenant Estoppel Certificate.

The Lease is in full force and effect and is the only agreement between Landlord and Tenant relating in any way to the Leased Premises. The "Lease Ends" date shown above is the earliest date that the Lease expires or may be terminated, subject to any renewal or cancellation rights specified in the Lease. The undersigned does not have any option or right to renew or cancel the Lease and does not have the option to lease additional space except as specified in the Lease. The interest of the undersigned in the Lease has not been assigned or encumbered.

There is no existing default or claimed default by either Landlord or Tenant under the Lease. No event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default by either Landlord or Tenant under the Lease. Tenant has no existing defenses or offsets against Landlord's enforcement of the Lease.

Since the date of the Lease, there has been no material adverse change in the financial condition of Tenant. There are no actions, voluntary or otherwise, pending against Tenant or any of its general partners and/or principals under any bankruptcy, receivership, insolvency or similar laws of the United States or any state thereof.

To the best of Tenant's knowledge, its use, maintenance and operation of the Leased Premises complies with, and will at all times comply with, all applicable federal, state, county or local statutes, laws, rules and regulations of any governmental authorities relating to environmental, health or safety matters. Tenant does not and will not engage in any activity which would involve the use of the Leased Premises for the storage, generation, use, treatment, transportation or disposal of any chemical, material or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the other tenants and occupants of Landlord's property.

The agreements contained herein shall be binding and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of Lender and Tenant. The undersigned Tenant acknowledges that Lender will rely on this Estoppel Certificate in making a loan to Landlord.

Signature: Matthew Lemos Date: 4/8/25

Print Name: Matthew Lemos Title: CBO

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Amendment #1 to Lease

This Amendment to lease, made and entered into this 1st day of April, by and between AZARNIA, LLC, herein called "landlord", Highlands Community Charter School, herein called "tenant" operating a Charter School and other related services at Fulton Faire (1120 Fulton Avenue Suite F Sacramento CA 95825)

Recitals.

The parties hereto are parties to a lease dated, January 7th 2020, covering a certain premises in the City of Sacramento, county of Sacramento, State of California, located at 1120 Fulton Avenue Suite F more particularly described in said lease.

The parties wish to amend certain provisions of said lease as set forth: Now, therefore it is mutually agreed:

Effective Date.

The lease term is hereby extended for a period of three (3) years, commencing April 1st 2025 and expiring on March 31st 2028.

Base Rent. The base rent for the extended term shall be as follows.

April 1st 2025 - March 31st 2026 - $1,934.40 per month + NNN + HVAC Maintenance
April 1st 2026 - March 31st 2027 - $1,992.72 per month + NNN + HVAC Maintenance
April 1st 2027 - March 31st 2028 - $2,052.50 per month + NNN + HVAC Maintenance

*NNN and HVAC Maintenance costs are subject to annual review and may increase.

Entire Agreement. This addendum sets forth entire agreement between the parties with respect to the matters set forth herein. The provisions of this Addendum shall constitute agreements only to those items specifically referenced herein and shall not replace, alter, or void any other terms of the Lease not specifically addressed in this Addendum.

In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

Severance. If any provisions of this Addendum or the Lease shall be deemed to be illegal or unenforceable, such determination shall not affect any other provision of the

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Lease or this Addendum, and all such other provisions shall remain in full force and effect.

Successors and Assigns. If at any time Tenant transfers or assigns Tenants rights, title, and/or interest in and to the Lease or the Premises, the Termination right provided for herein shall be null and void.

Personal to Tenant. The terms provided for herein shall be personal to Tenant. Tenant acknowledges and agrees that the terms of this Addendum are special, valuable, and unique to this Addendum, and hereby agrees not to reveal or make available the terms of this Addendum to any individual or entity without the prior written consent of the Landlord.

Ratification. Except as set forth above, all other terms and conditions of the Lease and all Addendum thereto, are ratified, affirmed, and shall remain in full force and effect.

Counterparts. This Addendum may be executed in several counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Except as herein amended, said Lease shall remain in full force and effect.

Signage Changes. Tenant has requested and proposed additional and changed signage. This is tentatively approved by the owner so long as the tenant does not use a banner sign, pays for all expenses regarding the signage, and removes all signage when their tenancy is complete. This approval is contingent on the acceptance of the terms on this amendment. Owner recommends lighting up the signage so it can be seen at night as well.

In witness whereof, the parties hereto have duly executed this agreement on the dates as follows:

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LANDLORD:
AZARNIA, LLC, a California limited Liability company

By: Shahriar Azarfar
Name: Shahriar Azarfar

Date: 4/8/2025 | 2:18 PM PDT

By: Ali Tahamtanzadeh
Name: Ali Tahamtanzadeh

Date: 4/8/2025 | 2:20 PM PDT

TENANT:
Highlands Community Charter

By: Matthew Lemos
Name: Matthew Lemos

Date: 4/7/2025 | 9:25 AM PDT

GQNorth

10018 Fair Oaks Blvd.
Fair Oaks, CA 95628

PHONE – 916.538.9442
FAX – 916.880.5566

May 13th, 2022

Highlands Community Charter School
1100 Fulton Ave Suite F
Sacramento, CA 95825

Re: Holdover

Dear Highlands Community Charter School,

In accordance with your lease, paragraph 20, your rent for the month of June 2022 shall be at a rate of $1,860.00 * 4% = $1,934.40 plus CAMs $552.00 + HVAC Maintenance $14.55.

Your lease expired February 28th, 2022, and I have reached out multiple times without a response.

Base Rent $1,860.00 x 4% = $1,934.40
+ NNN $552.00
+ HVAC Maintenance $14.55
$2,500.55 Due for June 2022

Please contact me if you have any questions.

Thank You,

Suzette Sneath

SVP - GQNorth Property Management
suzette@gqnorth.com
916-538-9442 x 705

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FUNDAMENTAL LEASE PROVISIONS

Landlord:	Azarnia, LLC
Tenant:	Highlands Community Charter School
Date:	January 7, 2020
Tenant Trade Name:	To Be Determined
Floor Area:	Suite F approximately ±1,200 SF. The square footage of the subject space shall be subject to final measurement. (Article 2)
Lease Term:	Two (2) Years and One (1) Month (Article 5)
Commencement Date:	February 1, 2020
Rental Commencement Date:	March 1, 2020
Minimum Rent:	$1.50 psf/mo, plus Triple Net (NNN)
Rent Schedule:	3% Increases to Base Rent as follows:

Month(s)	Rate/Month/NNN
01	$0.00, rent and NNN's abated
02 – 13	$1,800.00, per month, NNN
14 – 25	$1,860.00, per month, NNN

Utilities:	Upon the date of mutual lease execution, Tenant shall be responsible for payment of all separately metered utilities.
Option Term:	One (1) two (2) year option to extend at the then prevailing Fair Market Rental Rate (FMRR).
Condition of Premises:	Landlord shall deliver the space to Tenant with HVAC, electrical, and plumbing in good working order. Landlord shall warrant the HVAC for six (6) months from rent commencement. Landlord to replace carpet throughout the suite, upgrade electrical outlets as needed, and remove the front office (not both).
Tenant Improvements:	Tenant will accept the Premises in an "As-Is" condition. Tenant, at Tenant's sole cost and expense, shall further improve the Premises for use as a "Charter School." Tenant shall engage properly qualified and licensed personnel to complete building improvements, and all improvements shall comply with all laws and building codes.
Landlord TI Allowance:	None
First Month's Rent & NNN:	Due upon lease execution equal to $2,352.00 (NNN's estimated at $0.46/SF)
Security Deposit:	Due upon Lease Execution equal to $1,860.00.
Broker(s):	Landlord's and Tenant's Broker: TRI Commercial Real Estate Services, Inc.
Brokerage Fee:	Landlord shall pay a Brokerage Fee pursuant to the terms of the TRI Commercial Exclusive Authorization Agreement.

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SHOPPING CENTER LEASE

NAME OF CENTER: Fulton Faire Shopping Center (1100 Fulton Avenue, Sacramento, CA)

1. PARTIES.

This Lease, dated this 7th day of January 2020, made by and between Azarnia, LLC, herein called ("Landlord"), and Highlands Community Charter School, herein called ("Tenant").

2. PREMISES.

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises"), containing approximately ±1,200 square feet of floor area, known as Suite F. The location and dimensions of said Premises are delineated on Exhibit "A" attached hereto and incorporated by reference herein.

Said Premises are located in the City of Sacramento, County of Sacramento, State of California (95825).

This lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. USE.

Tenant shall use the Premises for a Charter School. Tenant shall have the right to use the existing furniture, fixtures, and equipment (FF&E) at their option and at no expense to Tenant during the term of the lease and any extension option thereafter.

4. MINIMUM RENT.

A. Tenant agrees to pay the Minimum Rent during the term for its use and occupancy of the Premises, **as set forth in the attached Fundamental Lease Provisions**. Tenant's obligation to pay minimum rent shall commence on the "Rental Commencement Date:" (see Fundamental Lease Provision) and shall be payable in advance on the first day of each calendar month of the Term without notice, setoff or deduction, in twelve (12) equal monthly installments during each year of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Minimum Rent for the partial month shall be prorated on a daily basis, based on a 30 day month. Tenant shall pay Landlord for the first installment of Minimum Annual Rent when Tenant executes this Lease.

B. **ADJUSTMENT OF MINIMUM MONTHLY RENT. See Minimum Rent Schedule on Page 1**. ~~The amount of Minimum Monthly Rent as set forth in Section 4A above shall be increased by 3% on each anniversary of the first day of the first calendar month of the term of this Lease during the term of this Lease if the United States Department of Labor Statistics Consumer Price Index increases over the base year period Index. The base period Index shall be the Index for the calendar month which is four (4) months prior to the month in which rental commences, thereafter, if the Minimum Monthly Rent is increased, the base period Index shall be the Index of the last Comparison Month resulting in an increase of the Minimum Monthly Rent. The base period Index shall be compared with the Index for the same calendar month for each subsequent year (Comparison Month). If the Index for any Comparison Month is higher than the base period Index, then the Minimum Monthly Rent for the next year shall be increased by the identical percentage commencing with the next rental commencement month. In no event (after the first year) shall the Minimum Monthly Rent be less than in the previous year.~~

~~Should the Bureau discontinue the publication of the Index, or publish the same less frequently, or alter the same in some other manner, then Landlord shall adopt a substitute procedure which reasonably reflects a similar consumer price index.~~

~~Index: The United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, Average, subgroup "All Items" (1982-84=100).~~

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5. TERM:

A. The Term of this Lease shall begin on the Commencement Date and shall continue thereafter for a period of Two (2) Years and One (1) Month following the Commencement Date.

B. ~~Commencement Date:~~

(i) The date Tenant initially opens for business in the Premises;

(ii) Days after substantial completion of Landlord's Work in the Premises (as defined in Exhibit "B" to the Lease), or when Tenant opens for business, whichever occurs first. The date of such substantial completion is the date the Premises are substantially complete to the extent of Landlord's Work, except for such work that Landlord cannot complete until Tenant performs necessary portions of Tenant's Work (as defined in Exhibit "B") or the date Tenant initially opens for business in the Premises. Substantial completion of Landlord's Work shall be evidenced by notice to Tenant from Landlord's architect or designated representative that substantial completion has occurred; or

☒ (iii) Upon delivery of space and completion of Landlord's work.

Tenant shall commence Tenant's Work promptly upon substantial completion of Landlord's Work and shall diligently complete Tenant's Work so that Tenant can promptly open for business in the Premises.

6. SECURITY DEPOSIT.

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a sum of One Thousand Eight Hundred Sixty and no/100ths ($1,860.00) dollars. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions related to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

7. ADDITIONAL CHARGES

~~A. Percentage Rent.~~

~~1. In addition the Minimum Rent to be paid by Tenant pursuant to Article 4, Tenant shall pay to Landlord at the time and in the manner herein specified, additional rent in an amount equal to percent (%) of the amount of Tenant's gross sales made in, upon or from the Premises during each calendar year of the Lease term, less the aggregate amount of the Minimum Rent previously paid by Tenant for said calendar year.~~

~~2. Within thirty (30) days after the end of each calendar month following commencement of rent, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total gross sales made in, upon, or from the Premises during the preceding calendar month, and shall accompany each such statement with a payment to Landlord equal to said hereinabove stated percentage of the total monthly gross sales made in, upon, or from the Premises during each calendar month, less the Minimum Rent for such prior calendar month if previously paid. Said statement and payment shall be made with the succeeding month's regular rental payment. Within thirty (30) days after the end of each calendar year of the term hereof, Tenant shall furnish to Landlord a statement in writing, certified to be correct,~~

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~~showing the total gross sales by month made in, upon, or from the Premises during the preceding calendar year, at which time an adjustment shall be made between Landlord and Tenant to the end that the total percentage rent paid for each such calendar year shall be a sum equal to said hereinabove stated percentage of the total gross sales made in, upon, or from the Premises during each calendar year of the term hereof, less the Minimum Rent pursuant to Article 4 for each such calendar year, if previously paid, so that the percentage rent, although payable monthly shall be computed and adjusted on an annual basis.~~

~~3. The term "gross sales" as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the Premises, whether upon credit or for cash, in every department operating in the Premises, whether operated by the Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any government, or any governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.~~

~~4. The Tenant shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash or credit, of each separate department, subtenant, and concessionaire operated at any time in the Premises. The Landlord and its agents and employees shall have the right at any and all times, during the regular business hours, to examine and inspect all of the books and records of the Tenant, including any sales tax reports pertaining to the business of the Tenant conducted in, upon or from the Premises, for the purpose of investigating and verifying the accuracy of any statement of gross sales. The Landlord may once in any calendar year cause an audit of the business of Tenant to be made by an accountant of Landlord's selection and if the statement of gross sales previously made to Landlord shall be found to be inaccurate, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of said percentage rent that should have been paid for the period or periods covered by such inaccurate statement or statements. Tenant shall keep all said records for three (3) years. If said audit shall disclose an inaccuracy in favor of Tenant of greater than a two (2%) percent error with respect to the amount of gross sales reported by Tenant for the period of said report, then the Tenant shall immediately pay to Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord. If such audit shall disclose any willful or substantial inaccuracies this Lease may thereupon be cancelled and terminated, at the option of the Landlord.~~

B. ADJUSTMENTS

1. In addition to the Minimum Rent provided in Article 4 hereinabove, and commencing at the same time as any rental commences under this Lease, Tenant shall pay to Landlord the following items, herein called Adjustments.

a. All real estate taxes and insurance premiums on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that Landlord deems necessary on the Premises. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the total floor area of the Shopping Center which is from time to time completed as of the first day of each calendar quarter, (provided, however, that if any tenants in said building or buildings pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their leases, their square footage shall not be deemed a part of the floor area).

b. That percent of the total cost of the following items as Tenant's total floor area bears to the total floor area of the Shopping Center which is from time to time completed as of the first day of each calendar quarter.

c. All real estate taxes including assessments, all insurance costs, and all costs to maintain, repair, and replace common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants of the Shopping Center.

d. All costs to supervise and administer said common areas, parking lots,

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sidewalks, driveways, and other areas used in common by the tenants or occupants of the Shopping Center. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Landlord to supervise and administer same in an amount equal to ten (10%) percent of the total costs of (c) above.

e. Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the premises or the parking facilities serving the premises.

2. Upon commencement of rental Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the following January and Tenant shall pay these Adjustments on a monthly basis concurrently with the payment of the Rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 1 of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Shopping Center for the prior calendar year the Tenant's allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which Tenant has made for the prior calendar year be less than the Tenant's actual share of such Adjustments then Tenant shall pay the difference in a lump sum within ten (10) days after receipt of such statement from Landlord and shall concurrently pay the difference in monthly payments made in the then calendar year and the amount of monthly payments which are then calculated as monthly Adjustments based on the prior years' experience. Any over-payment by Tenant shall be credited toward the monthly Adjustments next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with actual determination of such Adjustments after each calendar year as above provided; excepting that in any year in which resurfacing is contemplated, Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Even though the term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay sums as herein provided.

8. USES PROHIBITED.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

9. COMPLIANCE WITH LAW.

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgement of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

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10. ALTERATIONS AND ADDITIONS.

Tenant shall not make or allow to be made any alterations, additions or improvement to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvement to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall; forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises cause by such removal.

11. REPAIRS.

A. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, heating and air conditioning systems (when there is an air conditioning system). Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

B. Notwithstanding the provisions of Article 11A, hereinabove, Landlord shall repair and maintain the structural portions of the Buildings, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Article 25 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. **In the event that such repairs prevent Tenant from operating its business, rent shall be abated for the duration of said repair**. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

12. LIENS.

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1½) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of work.

13. ASSIGNMENT AND SUBLETTING.

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

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A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed FIVE HUNDRED AND NO/100THS ($500.00) DOLLARS, incurred in connection with the processing of documents necessary to giving of such consent.

14. HOLD HARMLESS.

Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with light, air, or for any latent defect in the Premises.

15. SUBROGATION.

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

16. TENANT'S INSURANCE OBLIGATIONS.

A. Tenant shall, at Tenant's sole cost and expense, commencing at the date Tenant is given access to the Premises for any purpose and during the entire term hereof, procure, pay for and keep in full force and effect:

1. Tenant's Liability Insurance. Comprehensive General Liability Insurance with respect to the Premises and the operations of, on or on behalf of Tenant in, on or about the Premises, including but not limited to; personal injury, product liability (if applicable), blanket contractual, owner's protective, broad form property damage liability coverage, host liquor liability and owned and non-owned automobile liability in an amount not less than ONE MILLION AND NO/100THS ($1,000,000.00) DOLLARS combined single limit. Such policy shall contain: (a) severability of interest; (b) cross liability; and (c) an endorsement stating "such insurance as is afforded by this policy for the benefit of the Landlord shall be primary pertaining to any liability or claims arising out of the occupancy of the Premises by Tenant, or out of Tenant's operations, and any insurance carried by Landlord shall be excess and noncontributory."

2. Tenant's Workers' Compensation Insurance. Workers' Compensation Coverage is required by law, together with employer liability coverage.

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3. Tenants Fire and Extended Coverage Insurance. Insurance against fire, vandalism, malicious mischief and such other additional perils as now are or are hereafter may be included in a standard "All Risk" coverage, insuring all improvements and betterments made to the Premises, Tenant's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property in an amount not less than one hundred (100%) percent of replacement value. Such insurance shall contain: (a) no coinsurance or contribution clauses; (b) a replacement cost endorsement; and (c) deductible amounts acceptable to Landlord.

4. Policy Requirements. All policies of insurance required to be carried by Tenant pursuant to these requirements shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required by Tenant hereunder may be furnished by Tenant under any blanket policy carried by it or under a separate policy of insurance. A true and exact copy of each paid up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to Landlord prior to the date Tenant is given the right to possession of the Premises and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Landlord may, at any time, and from time to time, inspect and/or copy any and all insurance policies required hereunder. In no event shall the limits of any policy be considered as limiting the liability of Tenant under this Lease.

Each policy evidencing insurance required to be carried by Tenant pursuant to these requirements shall contain, in form and substance satisfactory to Landlord: (a) a provision including Landlord and any other parties in interest designated by Landlord as an additional insured; (b) a waiver by Tenant's insurers of any right to subrogation against Landlord, its agents, employees and representatives which arises or might arise by any reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives; and (c) a provision that the insurer will not cancel or materially change the coverage provided by such policy without first giving Landlord thirty (30) days prior written notice.

5. Landlord's Rights. If Tenant fails to procure, maintain and/or pay for at the time and for the duration specified in this Lease, the insurance required hereunder or fails to carry insurance required by any governmental requirements, Landlord may, (but without any obligation to do so) without notice to Tenant, perform such obligations on behalf of Tenant, and the cost thereof together with interest thereon at the rate of three (3) points over the Bank of America Prime Rate at that time, shall immediately become due and payable as additional rent to Landlord.

17. UTILITIES.

Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service, and all other services and utilities supplied to the Premises, together with any taxes thereon. **If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.**

18. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

19. RULES AND REGULATIONS.

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

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20. HOLDING OVER.

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereto with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last Monthly Minimum Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

21. ENTRY BY LANDLORD.

Landlord reserves, and ~~shall at any and all times have~~ **upon reasonable notice or in cases of emergency**, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

22. TENANT'S DEFAULT.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

A. The vacating or abandonment of the Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after the due date.

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 22B, above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition, or reorganization, or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

23. REMEDIES IN DEFAULT.

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in his sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to

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Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

24. DEFAULT BY LANDLORD.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

25. RECONSTRUCTION.

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten (10%) percent or more of the full replacement cost then Landlord shall have the option; (a) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as hereinabove in this Article provided; or (b) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of said such termination. Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

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26. EMINENT DOMAIN.

If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at is option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25% of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this lease.

27. PARKING AND COMMON AREAS.

Landlord covenants that upon completion of the Shopping Center an area approximately equal to the common and parking areas as shown on the attached "Exhibit A" shall be at all times available for the non- exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas, provided, however, that anything to the contrary notwithstanding contained in this Article, said parking area or areas shall at all times be substantially equal or equivalent to that shown on the attached "Exhibit A".

A. Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause said common and parking area or areas to be graded, surfaced, marked and landscaped at no expense to Tenant.

B. The Landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Article 7 hereof.

C. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub- tenants, shall have the non-exclusive right in common with Landlord and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

D. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following; (1) The restricting of employee parking to a limited, designated area or areas; and (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

28. SIGNS.

The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive materials shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord.

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29. DISPLAYS.

The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

30. AUCTIONS.

Tenant shall not conduct or permit to be conducted any sale by auction in, upon, or from the Premises whether said auction is voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding.

31. HOURS OF BUSINESS.

Subject to the provisions of Article 25 hereof, Tenant shall continuously, during the entire term hereof, conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts, or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

In the event of breach by the Tenant of any of the conditions contained in this Article, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Minimum Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Minimum Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided; said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

Tenant's minimum hours of operation shall be Tuesdays through Fridays 4:00 p.m. to 8:30 p.m. and Saturdays 9:00 a.m. to 5:00 p.m.

32. MERCHANTS' ASSOCIATION.

~~If either Landlord or a majority of tenants in the Shopping Center determine at any time that it is in the best interests of the Shopping Center, Tenant will become a member of, participate fully in, and remain in good standing in a non-profit Merchants' Association (the "Association") formed and organized for tenants occupying premises in the Shopping Center, and Tenant will abide by the bylaws, rules and regulations of such Association. Landlord and each member tenant shall have one (1) vote in the operation of the Association. The articles of incorporation and bylaws of the Association shall be approved by a majority vote of the Association members and shall be subject to amendment as provided in by bylaws. The objectives of the Association shall be to encourage its members to deal fairly and courteously with their customers, to encourage ethical business practices, and to assist the business of the tenants by sales promotion and centerwide advertising. Tenant agrees to pay annual dues to the Association in an amount and at the time determined by a vote of the members of the Association from time to time. Default in payment of such dues shall be deemed a default in payment of Rent hereunder.~~

33. GENERAL PROVISIONS.

A. Plats and Riders. Clauses, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

B. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder

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by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

C. Joint Obligation. If there be more than one (1) Tenant, the obligations hereunder imposed shall be joint and several.

D. Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

E. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

F. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

G. Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

H. Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

I. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. **Accordingly, if any installment of rent or any such due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten (10%) percent of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder.** The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

J. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

K. Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

L. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

M. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

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N. Choice of Law. This Lease shall be governed by the laws of the State in which the Premises are located.

O. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

P. Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

Q. Subordination, Attornment. Upon request of the Landlord, Tenant will, in writing, subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

R. Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address herein below, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at: c/o Sallie Musso, Management Consulting Group
3080 Fair Oaks Blvd.
Sacramento, CA 95864

To Tenant at Store Address at: 1100 Fulton Ave, Suite F
Sacramento, CA 95825

S. Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as to modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed; and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the real property of which the Premises are a part.

T. Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

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34. BROKERS.

Tenant and Landlord represent and warrant to each other that the brokers named in the Fundamental Lease Provisions of this Lease are the only agents, brokers, finders or either parties with whom Tenant and Landlord has dealt who are or may be entitled to any commission or fee with respect to this Lease.

[X] Landlord and Tenant hereby acknowledge that TRI Commercial Real Estate Services, Inc. represents Landlord and Tenant, and Landlord and Tenant consent thereto.

35. EXCLUSIVE USE.

So long as Tenant is not in default of the terms and conditions of the Lease, Landlord agrees not to lease space in the portions of the Project owned by Landlord and during the term of the lease, including extensions thereto, to another Tenant whose primary (in excess of twenty-five (25%) of gross sales) business is as a Full Service Nail Salon.

36. ACCESSIBILITY; AMERICANS WITH DISABILITIES ACT.

(a) The Premises: (check one)

X Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for theCASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

___ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

___ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards. In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be incompliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

SEE YOUR ATTORNEY – THIS LEASE IS TO BE GIVEN TO YOUR ATTORNEY FOR REVIEW AND APPROVAL BEFORE YOU SIGN IT. BECAUSE EACH LEASE TRANSACTION IS UNIQUE, AN THE BUSINESS AND LEGAL CONCERNS OF EACH PARTY ARE UNIQUE, TRI COMMERCIAL REAL ESTATE SERVICES INC. CANNOT AND DOES NOT MAKE ANY REPRESENTATION OR RECOMMENDATION CONCERNING THE LEGAL EFFECT, LEGAL SUFFICIENCY, OR TAX CONSEQUENCES OF THIS LEASE. THESE ARE QUESTIONS FOR YOUR ATTORNEY AND FINANCIAL ADVISORS.

IN ANY REAL ESTATE TRANSACTION IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, INDUSTRIAL HYGIENIST OR OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.

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LANDLORD AND TENANT have signed this Lease on the dates set forth below.

Date: 1/13/2020

Landlord: Azarnia, LLC

By: DocuSigned by: Shahriar Azarfar
Shahriar Azarfar

By: DocuSigned by:
Ali Tahamtanzadeh 1/13/2020

Date: 1/13/2020

Tenant: Highlands Community Charter School

By: DocuSigned by: Murdock Smith
Murdock Smith, Executive Director

DocuSign Envelope ID: D4B683BA-AB72-4D87-8C1C-751AA81BBEA1

SHOPPING CENTER LEASE

LANDLORD: **Azarnia, LLC**
TENANT: **Highlands Community Charter School**

NAME OF CENTER/ADDRESS: **Fulton Faire Shopping Center** (1100 Fulton Ave, Sacramento, CA)

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TRI COMMERCIAL

IMPORTANT DISCLOSURES FOR SALE & LEASE TRANSACTIONS

532 Gibson Drive, Suite 200
Sacramento, CA 95678
DRE #00532032

Tel 916.677-8000
Fax 916.677-8199
www.tricommercial.com

IMPORTANT DISCLOSURES FOR SALE & LEASE TRANSACTIONS

As real estate agents, we strive to provide the highest level of professional service. We can offer valuable advice regarding the marketing of properties for sale or lease and the negotiation of successful transactions. There are, however aspects of a real estate transaction that require expertise not within the scope of our education and training. In order to fully protect your interests, we want you to know these important areas where the input of other professionals may be required.

Property Inspections by Buyers & Tenants. Buyers & tenants should have the Property inspected by experts of their choice to ensure that they are fully aware of the condition of the Property and to confirm that the Property is suitable for their intended use. Real estate agents are not qualified to provide advice on matters such as construction, design, engineering, soils, hazardous materials, energy usage or ADA compliance. Buyers & tenants also should determine, together with their legal counsel and other experts, whether any local laws or regulations (including those regarding zoning, permits, etc.) affect the intended use of the Property, as real estate agents are not qualified to evaluate such issues. Information regarding the Property has been obtained from third party sources believed to be reliable, but has not been independently verified by the real estate agents.

Hazardous Materials. Buyers & tenants should conduct appropriate inspections to determine whether any toxic or hazardous materials (e.g., asbestos, PCB transformers, hydrocarbons, mold or lead-based paint) are present on, underneath or adjacent to the Property. Real estate agents have no expertise in the detection or treatment of such materials. Sellers and landlords must disclose any information they may have regarding the presence of hazardous materials on or about the Property.

Americans with Disabilities Act (ADA). The ADA and similar state and local laws may require modifications to the Property in order to make it accessible to persons with disabilities. The parties should consult their respective attorneys and design professionals for information regarding these matters and how best to protect their interests.

Legal & Tax Consequences. Real estate transactions involve a variety of issues with legal and tax ramifications. Leases and purchase & sale agreements contain numerous provisions having potentially serious legal consequences. The parties are encouraged to consult with their own attorneys and financial professionals regarding such matters. Real estate agents are not qualified to provide legal or tax advice.

Wire Fraud Avoidance. Incidents have been reported where hackers intercept emails between buyers, sellers, escrow officers and/or real estate agents and substitute fraudulent wiring instructions. Never wire funds before calling escrow to confirm instructions. Use only a phone number previously provided in a separate communication, not a number included in the same message as wiring instructions. Confirmation and any questions should be communicated by phone, not reply email.

By: DocuSigned by: Murdock Smith E65F74F20BF3462... Date: 1/13/2020

Name Printed: Murdock Smith

By: DocuSigned by: Shone Azarfar 8E1CD2F9A54D469... DocuSigned by: AE0493E7842C4B3... Date: 1/13/2020 1/13/2020

Name Printed: Shone Azarfar
Ali Tahamtanzadeh

CORFAC International

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CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS
(As required by the Civil Code)

Subject Property Address: **1100 Fulton Ave, Sacramento, CA**

The following agency relationship(s) is/are hereby confirmed for this transaction:

LISTING AGENT: **TRI Commercial Real Estate Services, Inc.**
(Print Firm Name)

is the agent of (check one): ☐ the Seller/Landlord exclusively; or

☒ both the Buyer/Tenant and Seller/Landlord

SELLING AGENT: _____
(Print Firm Name)

is the agent of (check one): ☐ the Buyer/Tenant exclusively; or

☐ both the Buyer/Tenant and Seller/Landlord

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONFIRMATION.

Seller/Landlord DocuSigned by: Shawn Azarfar Date 1/13/2020

Seller/Landlord DocuSigned by: 8E1CD2F9A540469... Date 1/13/2020

Buyer /Tenant DocuSigned by: AE0493E7842C4B3... Murdock Smith Date 1/13/2020

Buyer /Tenant E65F74F20BF3462... Date

Real Estate Broker (Listing Firm) **TRI Commercial Real Estate Services, Inc.**

By _____ Date _____
Brenda Miller, Lic #01159058

Real Estate Broker (Selling Firm) _____

By _____ Date _____

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller. To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer. To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant: DocuSigned by: Murdock Smith 8E1CD2F9A54D469... Date 1/13/2020

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant: DocuSigned by: Shane Nazarfar F65F74F20B63462... DocuSigned by: AE0493E7842C4B3... Date 1/13/2020 ~~1/13/2020~~

Agent TRI Commercial Real Estate Services, Inc. DRE Lic. # 00532032 Date
Real Estate Broker (Firm)

By DRE Lic. # 01159058 Date
Brenda Miller- Salesperson or Broker-Associates

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one form signed by Buyer/Tenant and either that same or a different form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller/Landlord may sign here:

Seller/Landlord Date Seller/Landlord Date

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (As Required by Civil Code)

CIVIL CODE SECTIONS 2079.13-2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. **(b)** "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. **(c)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. **(d)** "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. **(f)** "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. **(n)** "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(o)** "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). **(c)** Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this form.

2079.17 **(a)** As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; ☐ or both the buyer and seller.
(Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; or ☐ the seller exclusively; ☐ or both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any DREach of a fiduciary duty or a duty of disclosure.

Seller/Landlord initials: BS DS DS **(PAGE 2 OF 2)** **Buyer/Tenant initials:** MS DS

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 15, 2025

Via Electronic Mail

St. Joseph Parish, Marysville
715 C St.
Marysville, CA 95901

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on November 20, 2023 for 715 C St. Marysville, CA 95901. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is January 14, 2026.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS Second Amendment to Lease Agreement, is made this 1st day of July 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

RECITALS

WHEREAS, on or about July 1, 2019, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Joseph Parish property located at 715 C Street, Marysville, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2020, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, Tenant has requested to extend the term of the Lease and provide for other changes to the terms of the Lease, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall be for Nine years, commencing on July 1, 2019 and ending on June 30, 2028. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2019 through September 30, 2020, Tenant shall pay to Landlord Base Rent of Two-Thousand, Seven-Hundred Dollars ($2,700.00) per month.

For the period October 1, 2020 through June 30, 2023, Tenant shall pay to Landlord Base Rent of Three-Thousand, Eight-Hundred Dollars ($3,800.00) per month.

For the period July 1, 2023 through June 30, 2024, Tenant shall pay to Landlord Base Rent of Five-Thousand, Four-Hundred Dollars ($5,400.00) per month.

For the period July 1, 2024 through June 30, 2025, Tenant shall pay to Landlord Base Rent of Five-Thousand, Six-Hundred and Seventy Dollars ($5,670.00) per month.

For the period July 1, 2025 through June 30, 2026, Tenant shall pay to Landlord Base Rent of Five-Thousand, Nine-Hundred and Fifty-Four Dollars ($5,954.00) per month.

For the period July 1, 2026 through June 30, 2027, Tenant shall pay to Landlord Base Rent of Six-Thousand, Two-Hundred and Fifty-One Dollars ($6,251.00) per month.

For the period July 1, 2027 through June 30, 2028, Tenant shall pay to Landlord Base Rent of Six-Thousand, Five-Hundred and Sixty-Four Dollars ($6,564.00) per month."

C. Paragraph 3.2 Additional Rent, shall be replaced in its entirety with following:

"Tenant shall be responsible to pay as additional rent, all charges for electric, water, and trash removal for the school buildings located on both B Street and C Street. To the extent possible, all such charges shall be separately metered and/or billed in the name of Tenant and Tenant shall receive and pay such charges directly. To the extent that such charges for the Premises are not metered and/or billed separately by the utility provider, then Landlord and Tenant shall agree upon the allocation of such charges. Once the allocation of such charges is agreed to, then such bills are to be presented to Tenant by the Landlord monthly, and Tenant shall pay such amounts directly to Landlord within ten (10) days of receipt.

This space intentionally left blank.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corp. sole

Christopher R. Frazer

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

1/20/23

By: Murdoch Smith
Its: Executive Director

Pastor of St. Joseph Parish-Marysville,
a Corporation Sole

Michal Olszewski

By: Rev. Michal Olszewski
Its: Pastor/Incumbent

FIRST AMENDMENT TO LEASE AGREEMENT

THIS First Amendment to Lease Agreement, is made this 30th day of September 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

RECITALS

WHEREAS, on or about July 1, 2019, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Joseph Parish property located at 715 C Street, Marysville, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, Tenant has requested to lease an additional classroom and office and to assume responsibility for janitorial services, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Description of Premises. shall be replaced in its entirety with following:

> "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (1) On the first floor of the north classroom wing, the three (3) classrooms #10, #11, and #12; the Office with restroom which is located across from the parish food closet room; the men's restroom adjacent to classroom #10; and the women's restroom located near the Office; and (2) On the 2nd floor of the north classroom wing, classroom #17 and the Office which is directly above the first floor office; all as further described herein and/or depicted on the 1st Revised Exhibit A which is attached hereto, all located at 715 C Street, Marysville, California 95901 (herein, the "Premises"). All other facilities at the St. Joseph Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall be for four years, commencing on July 1, 2019 and ending on June 30, 2023. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2019 through September 30, 2020, Tenant shall pay to Landlord Base Rent of Two-Thousand, Seven-Hundred Dollars ($2,700.00) per month.

For the period October 1, 2020 through June 30, 2023, Tenant shall pay to Landlord Base Rent of Three-Thousand, Eight-Hundred Dollars ($3,800.00) per month."

C. Paragraph 25.0 Janitorial Services, shall be replaced in its entirety with following:

"Tenant shall provide janitorial services to the Premises."

D. Exhibit A shall be replaced in its entirety with the attached 1st Revised Exhibit A.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this First Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

Pastor of St. Joseph Parish-Marysville,
a Corporation sole

_____

By: Rev. Michal Olszewski
Its: Pastor/Incumbent

1st REVISED EXHIBIT A



LEASE AGREEMENT

This Lease Agreement entered into as of July 1, 2019, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: The three (3) classrooms #10,11, and 12 on the ground floor of the north classroom wing; the Office with restroom which is located across from the parish food closet room; the men's restroom adjacent to classroom #10; and the women's restroom located near the Office; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 715 C Street, Marysville, California 95901 (herein, the "Premises"). All other facilities at the St. Joseph Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for two (2) years, commencing on July 1, 2019 and ending on June 30, 2021. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Two-Thousand, Seven-Hundred Dollars ($2,700.00) per month.

3.2 Additional Rent. None.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. None.

3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Five-Thousand, Four Hundred Dollars (5,400.00) representing the first and last months' Base Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes, English Second Language classes for adult students, and Citizenship classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraphs 4.3 and 4.4 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of the Classrooms 10, 11, and 12 and the Office on Monday through Friday from 8:00 a.m. to 10:00 p.m.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the Men's' and Women's Restrooms.

4.4 During Tenant's hours of operation as per section 4.2 herein, Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A and ingress/egress shall be limited to that pathway depicted on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the St. Joseph Parish. Tenant shall provide a campus monitor when the parking area is being used by Tenant.

4.5 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraph 4.4 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students

or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the St. Joseph Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that

arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraphs 4.3 and 4.4 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion. Notwithstanding the foregoing, Tenant shall be allowed to place a sign on the fence in the location identified on Exhibit A, such sign content to be approved by Landlord in its reasonable discretion.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term, if any. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall

indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
St. Joseph Parish
715 C Street, Marysville, CA 95901

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Janitorial Services. Tenant shall reimburse Landlord for providing janitorial services to the Premises at the rate of Two-Thousand Dollars ($2,000) per month, such amount to be paid monthly with the rent.

26.0 Intentionally Omitted

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, electricity, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or

relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Rev. Michael J. Vaughan

Its: Vicar General

Pastor of St. Joseph Parish, Marysville,
a corporation sole

By: Rev. Michal Olszewski

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

EXHIBIT A


MEN'S R.R.
CLASSROOMS
10, 11 & 12
OFFICE
WOMEN'S R.R.
PARKING
INGRESS/EGRESS

EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg, S.T.D.
Vice-Chancellor

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 15, 2025

Via Electronic Mail

Pastor of Our Lady of Guadalupe Parish
730 S St
Sacramento, CA 95811

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on June 30, 2023 for 730 S St, Sacramento, CA 95811. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is January 14, 2026.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

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FOURTH AMENDMENT TO LEASE AGREEMENT

THIS Fourth Amendment to Lease Agreement, is made this 30th day of June 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Our Lady of Guadalupe Parish property located at 730 S Street, Sacramento, California 95811, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 1, 2018, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, on or about June 1, 2019, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement; and

WHEREAS, Tenant has now requested to extend the term of the Lease and Landlord is amenable to such request;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term, wherein the shall be replaced in its entirety with following:

"The term of this Lease shall be for eleven years, commencing on July 1, 2017 and ending on June 30, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, wherein the following shall be added to the end of said paragraph:

"For the period July 1, 2023 through June 30, 2024, Tenant shall pay to Landlord Base Rent of Two-Thousand, One-Hundred Dollars ($2,100.00) per month.

For the period July 1, 2024 through June 30, 2025, Tenant shall pay to Landlord Base Rent of Two -Thousand, Two-Hundred, and Five Dollars ($2,205.00) per month.

For the period July 1, 2025 through June 30, 2026, Tenant shall pay to Landlord Base Rent of Two -Thousand, Three-Hundred, and Fifteen Dollars ($2,315.00) per month.

For the period July 1, 2026 through June 30, 2027, Tenant shall pay to Landlord Base Rent of Two-Thousand, Four-Hundred, and Thirty-One Dollars ($2,431.00) per month.

For the period July 1, 2027 through June 30, 2028, Tenant shall pay to Landlord Base Rent of Two-Thousand, Five-Hundred, and Fifty-Three Dollars ($2,553.00) per month.

C. Paragraph 25 Janitorial, shall be replaced in its entirety with the following:

"Landlord shall be responsible for janitorial services to the Premises and Tenant shall reimburse Landlord for janitorial services in the amount of Six-Hundred and Ninety-Six Dollars ($696) per month."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Fourth Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish-Sacramento, a corp. sole

Christopher R Frazer

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

Pastor of Our Lady of Guadalupe Parish-
Sacramento, a Corporation sole

By: Rev. Juan Francisco Bracamontes,
Pastor/Incumbent

THIRD AMENDMENT TO LEASE AGREEMENT

THIS Third Amendment to Lease Agreement, is made this 1st day of October 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Our Lady of Guadalupe Parish property located at 730 S Street, Sacramento, California 95811, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 1, 2018, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, on or about June 1, 2019, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement; and

WHEREAS, Tenant has now requested to extend the term of the Lease but reduce the number of rooms subject to this Lease, and Landlord is amenable to such changes;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Description of Premises, shall be replaced in its entirety with following:

> "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises that consist of the two (2) classrooms and one office located on the second floor of the Holy Angels Building; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 730 S Street, Sacramento, California 95811 (herein, the "Premises"). All other facilities at the Our Lady of Guadalupe Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

B. Paragraph 2.0 Term, shall be replaced in its entirety with following:

"The term of this Lease shall be for six years, commencing on July 1, 2017 and ending on June 30, 2023. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2017 through August 31, 2018, Tenant shall pay to Landlord during the term of this Lease Base Rent of Three Thousand Dollars ($3,000.00) per month.

For the period September 1, 2018 through August 31, 2021, Tenant shall pay to Landlord during the term of this Lease Base Rent of Four Thousand, Seven Hundred and Fifty Dollars ($4,750.00) per month."

For the period September 1, 2021 through June 30, 2023, Tenant shall pay to Landlord during the term of this Lease Base Rent of Two-Thousand Dollars ($2,000.00) per month."

D. Paragraph 25 Janitorial, shall be replaced in its entirety with following:

"Landlord shall be responsible for janitorial services to the Premises and Tenant shall reimburse Landlord for janitorial services in the amount of Six-Hundred Dollars ($600) per month."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Third Amendment shall control.

LANDLORD:	**TENANT:**
The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish-Sacramento, a corp. sole	Highlands Community Charter and Technical Schools, a California not-for-profit corp
Christopher Frazer	
By: Rev. Christopher R. Frazer	By: Murdoch Smith
Its: Vicar General	Its: Executive Director

Pastor of Our Lady of Guadalupe Parish-
Sacramento, a Corporation sole

By: Rev. Juan Francisco Bracamontes,
Pastor/Incumbent

First Amended Exhibit A

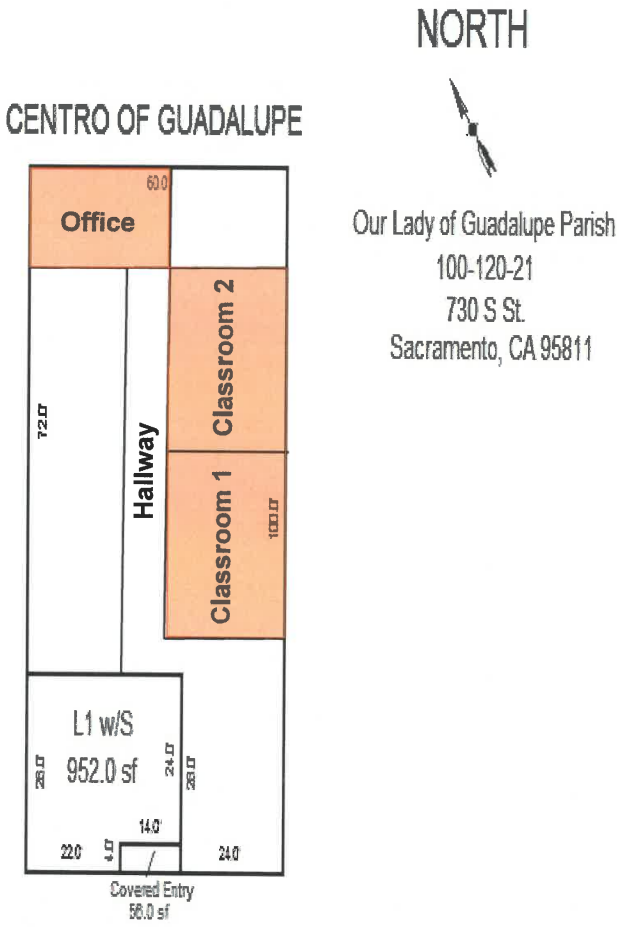

Sketch by Apex IV™

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
OUR LADY OF GUADALUPE PARISH

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2017 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Pastor of Our Lady of Guadalupe Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Date August 1, 2011 (hereinafter "OLOG").

I. RECITALS

WHEREAS, OLOG is the owner of a certain real property and its main facilities are located at 711 T Street, Sacramento, CA 95811.

WHEREAS, HIGHLANDS and OLOG desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of OLOG's site during the 2017-18 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and OLOG hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and OLOG agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site.

OLOG hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the site shall comply with all OLOG policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

Office space

A. Term. HIGHLANDS' use of the site shall be for the 2017-18 school years commencing on July 1, 2017 and terminating on June 30, 2018. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with OLOG's shared use of the site, if any. OLOG's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to OLOG. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and OLOG's equipment thereon, shall revert to OLOG.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide OLOG with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from OLOG, if available. Upon completion of equipment conducted by OLOG, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with

HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and OLOG agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) OLOG shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

OLOG agrees to provide space to HIGHLANDS as described in section 2 at a charge of $750 per month per classroom until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2018.

4. Financial/Recordkeeping Obligations.

HIGHLANDS will provide the cost of security and janitorial services. Monthly security services are not to exceed $2,280 and monthly janitorial services are not to exceed $2,000.

OLOG shall prepare a monthly invoice for the classroom use, janitorial and security services. This invoice shall be paid within 30 days of receipt and approval of invoice.

5. Instruction.

All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of OLOG.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires OLOG to perform emergency or major maintenance and repairs, HIGHLANDS shall notify OLOG directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to OLOG property. OLOG reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without OLOG' prior written consent. OLOG approval of any improvements, including the work schedule, work hours, and modifications, shall be at reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with OLOG's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. OLOG or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and OLOG may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event OLOG requires the cessation of work, OLOG and HIGHLANDS will immediately meet to address OLOG concerns. No construction or installation will resume until OLOG's concerns are adequately addressed.

8. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2017.

9. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

10. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. OLOG shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of OLOG and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, OLOG reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by OLOG, and shall remain in procession of OLOG at all times.

12. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to OLOG in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

13. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. OLOG's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, OLOG, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the OLOG's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by OLOG, in or about the site; OLOG's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of OLOG, HIGHLANDS, shall indemnify, hold harmless, and defend OLOG, its trustees, officers, employees and agents against any and all claims, demands, actions, causes

of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against OLOG, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, OLOG from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend OLOG and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

15. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and OLOG will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and OLOG.

17. Access to Inspection.

HIGHLANDS shall permit OLOG, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit OLOG to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting OLOG' oversight obligations. OLOG shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

18. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.

OLOG shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of OLOG located at the site or used by HIGHLANDS.

20. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

OLOG: Pastor Francisco Hernandez
Our Lady of Guadalupe Parish
1909 7th Street
Sacramento, CA 95691

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under

this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

24. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.

In the event of any dispute between HIGHLANDS and OLOG regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the OLOG' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By:_____ Date: 7/1/17

Murdock Smith, Executive Director
Highlands Community Charter School

By: P. Francisco J. Hernández Date: 7/01/17

Pastor Francisco Hernandez
Our Lady of Guadalupe Parish

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 15, 2025

Via Electronic Mail

Laos Resources and Consulting
3842 Havenparke
Sacramento, CA 95834

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on October 1, 2024 for 431 Hayes Ave, Sacramento, CA 95838. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is January 14, 2026.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
LAOS Resources and Consulting, LLC

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and LAOS Resources and Consulting, LLC (hereinafter "LAOS Resources and Consulting, LLC") (HIGHLANDS and LAOS Resources and Consulting, LLC being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, LAOS Resources and Consulting, LLC is the owner of a certain real property located at 431 Hayes Avenue, Sacramento, CA 95838 (the "Site" or "Premises");

WHEREAS, LAOS Resources and Consulting, LLC is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and LAOS Resources and Consulting, LLC desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of LAOS Resources and Consulting, LLC'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LAOS Resources and Consulting, LLC hereby agree as follows:

1. Premises

   The leased Premises shall be a portion of the Site, such Premises consisting of approximately 1,000 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, it at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to LAOS Resources and Consulting, LLC not less than three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with LAOS Resources and Consulting, LLC'S shared use of the Site, if any. LAOS Resources and Consulting, LLC'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to LAOS Resources and Consulting, LLC. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and LAOS Resources and Consulting, LLC equipment thereon, shall revert to LAOS Resources and Consulting, LLC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LAOS Resources and Consulting, LLC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LAOS Resources and Consulting, LLC, if available. LAOS Resources and Consulting, LLC agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with LAOS Resources and Consulting, LLC further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and LAOS Resources and Consulting, LLC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) LAOS Resources and Consulting, LLC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

LAOS Resources and Consulting, LLC agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.55 per square foot ($1,550.00 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 1,000 square feet.

HIGHLANDS agrees to reimburse the cost of janitorial at $750.00 per month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

3. Maintenance and Operations.

A. LAOS Resources and Consulting, LLC Obligations. LAOS Resources and Consulting, LLC shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. LAOS Resources and Consulting, LLC'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LAOS Resources and Consulting, LLC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LAOS Resources and Consulting, LLC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LAOS Resources and Consulting, LLC'S property. LAOS Resources and Consulting, LLC reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.
Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30;

(d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of LAOS Resources and Consulting, LLC and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose LAOS Resources and Consulting, LLC or HIGHLANDS to any liability therefor. In addition, LAOS Resources and Consulting, LLC may condition its consent to any Reportable Use upon receiving such additional assurances as LAOS Resources and Consulting, LLC reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform LAOS Resources and Consulting, LLC. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by LAOS Resources and Consulting, LLC, HIGHLANDS shall

immediately give written notice of such fact to LAOS Resources and Consulting, LLC, and provide LAOS Resources and Consulting, LLC with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold LAOS Resources and Consulting, LLC and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. LAOS Resources and Consulting, LLC Indemnification. LAOS Resources and Consulting, LLC shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of LAOS Resources and Consulting, LLC. No termination, cancellation or release agreement entered into by LAOS Resources and Consulting, LLC and HIGHLANDS shall release LAOS

Resources and Consulting, LLC from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify LAOS Resources and Consulting, LLC and LAOS Resources and Consulting, LLC shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to LAOS Resources and Consulting, LLC if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LAOS Resources and Consulting, LLC'S prior written consent. LAOS Resources and Consulting, LLC approval of any improvements, including the work schedule, work hours, and modifications, shall be at LAOS Resources and Consulting, LLC'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LAOS Resources and Consulting, LLC'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws.

LAOS Resources and Consulting, LLC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LAOS Resources and Consulting, LLC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LAOS Resources and Consulting, LLC requires the cessation of work, LAOS Resources and Consulting, LLC and HIGHLANDS will immediately meet to address LAOS Resources and Consulting, LLC'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. LAOS Resources and Consulting, LLC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the

portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LAOS Resources and Consulting, LLC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LAOS Resources and Consulting, LLC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by LAOS Resources and Consulting, LLC, and shall remain in procession of LAOS Resources and Consulting, LLC at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LAOS Resources and Consulting, LLC in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. LAOS Resources and Consulting, LLC and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, LAOS Resources and Consulting, LLC and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property

arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against LAOS Resources and Consulting, LLC or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

LAOS Resources and Consulting, LLC'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LAOS Resources and Consulting, LLC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LAOS Resources and Consulting, LLC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LAOS Resources and Consulting, LLC, in or about the site; LAOS Resources and Consulting, LLC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LAOS Resources and Consulting, LLC, HIGHLANDS, shall indemnify, hold harmless, and defend LAOS Resources and Consulting, LLC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually

filed, and/or any judgement rendered against LAOS Resources and Consulting, LLC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LAOS Resources and Consulting, LLC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LAOS Resources and Consulting, LLC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of LAOS Resources and Consulting, LLC. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of LAOS Resources and Consulting, LLC.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**"

form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit LAOS Resources and Consulting, LLC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LAOS Resources and Consulting, LLC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. LAOS Resources and Consulting, LLC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and LAOS Resources and Consulting, LLC shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to LAOS Resources and Consulting, LLC, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. LAOS Resources and Consulting, LLC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings

or fixtures of LAOS Resources and Consulting, LLC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

LAOS Resources and Consulting, LLC: Edna Latsamythong
3842 Havenparke Way
Sacramento, CA 95834

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/26/24

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 10/1/24

Edna Latsamythong
LAOS Resources and Consulting, LLC

EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of certain building on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.

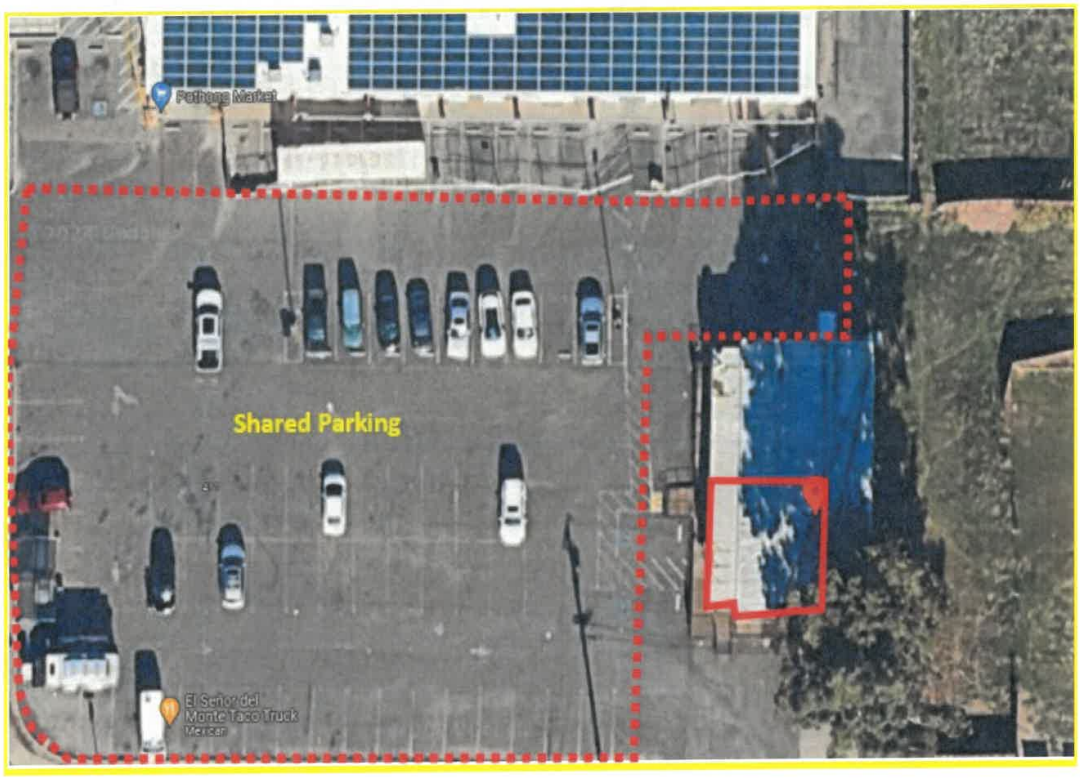

EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.



EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LAOS Resources and Consulting, LLC'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. LAOS Resources and Consulting, LLC shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and LAOS Resources and Consulting, LLC shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
LAOS RESOURCES AND CONSULTING, LLC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Laos Resources and Consulting, LLC (hereinafter "LRC").

I. RECITALS

WHEREAS, LRC is the owner of a certain real property and its main facilities are located at 431 Hayes Avenue, Sacramento, California 95838 (the "Site").

WHEREAS, HIGHLANDS and LRC desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LRC's Site during the 2023-24 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LRC hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and LRC agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and LRC while attending classes at LRC.

2. Use of the Site.
   LRC hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all

LRC's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.
Each class requires use of the following:
1 Large Classroom
Secure storage for textbooks and supplies
Gender neutral restroom
Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.
B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with LRC's shared use of the Site, if any. LRC's shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.
C. Reversion to LRC. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LRC equipment thereon, shall revert to LRC.
D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LRC with reasonable advance notice of the time and nature of the drill.
E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LRC, if available. Upon completion of equipment conducted by LRC, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.
F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LRC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural

deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LRC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.
LRC agrees to provide space to HIGHLANDS as described in section 2 at a charge of $1,500 per month until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.
HIGHLANDS agrees to pay $250 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

4. Financial/Recordkeeping Obligations.
HIGHLANDS will reimburse the cost of janitorial at $750, and a community liaison at $2,000 on a monthly basis.

LRC shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

5. Instruction.
All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.
Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Maintenance and Operations.
The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of LRC. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LRC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LRC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LRC's property. LRC reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.
HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LRC prior written consent. LRC approval of any improvements, including the work schedule, work hours, and modifications, shall be at LRC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LRC's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LRC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LRC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LRC requires the cessation of work, LRC and HIGHLANDS will immediately meet to address LRC's concerns. No construction or installation will resume until LRC's concerns are adequately addressed.

8. Provision of Facilities.
The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

9. Security System/Keys.
HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

10. Condition of Property.
HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. LRC shall remain

responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LRC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LRC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.
The Parties acknowledge that title to the site and all improvements are held by LRC, and shall remain in procession of LRC at all times.

12. Surrender of Premises.
Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LRC in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

13. Insurance.
HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of

HIGHLANDS. LRC's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LRC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LRC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LRC, in or about the site; LRC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LRC, HIGHLANDS, shall indemnify, hold harmless, and defend LRC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against LRC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LRC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LRC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

15. Placement of Signs.
HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and LRC will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LRC.

17. Access to Inspection.
HIGHLANDS shall permit LRC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LRC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LRC's oversight obligations. LRC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

18. Termination.
The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.
LRC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LRC located at the site or used by HIGHLANDS.

20. Notice.
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

LRC : Edna Latsamythong
Laos Resources and Consulting, LLC
3842 Havenparke Way
Sacramento CA 95834

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.
Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties
This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

24. California Law.
This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.
The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.
This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.
This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions.
The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.
Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.
The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Email Signatures.
This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.
In the event of any dispute between HIGHLANDS and LRC regarding this MOU, including alleged violation, misrepresentation or misapplication of

this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LRC's Executive Director and HIGHLANDS' Executive Director. Both Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with both Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.25.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10/27/23

Edna Latsamythong
Laos Resources and Consulting, LLC

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 15, 2025

Via Electronic Mail

Episcopal Diocese of Northern CA
2300 Edison Avenue,
Sacramento, CA 95821

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on January 31, 2024 for 2300 Edison Ave, Sacramento, CA 95821. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is January 14, 2026.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

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SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING DATED JULY 2021
BY AND BETWEEN
EPISCOPAL DIOCESE OF NORTHERN CALIFORNIA –"LESSOR"
AND
HIGHLANDS COMMUNITY CHARTER SCHOOL - "LESSEE"

THIS ADDENDUM (this "Addendum"), dated as of January 24th, 2024, is made to the Memorandum of Understanding, with effective date of 7/01/2021 (as hereby Modified, the "Lease"), by Episcopal Diocese of Northern California, as Lessor, and Highlands Community Charter School, as Lessee, for the premises commonly known as 2300 Edison Avenue, Sacramento, CA 95821 consisting of 3,698 sq ft.

WHEREAS Landlord and Tenant desire to reinstate, ratify, and amend the Lease as more fully set forth below. In the event of any conflict between the terms of the Lease and this Amendment, this Amendment shall control.

AGREEMENT:
Now therefore, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Change in Terms:

1. Tenant has taken possession of an additional 2,149 sq ft since January 2022 which accounts for the "modular" classrooms on site. It was agreed to allow tenant this space at the same rate as the existing classrooms which was $1.30 / sq ft. It was also agreed to allow tenant 6 months rent abatement for the improvements needed.

2. Tenant will also be taking possession of an additional 651 sq ft which is referenced as "Rooms 8A, 8B, Kitchen and Restroom". Tenant will take possession of this space effective January 1, 2024. There will be no rent abatement for repairs to Rooms 8A, 8B, Kitchen and Restroom. Tenant is responsible for the cost any desired repairs or improvements.

3. The total square feet which Highlands Community Charter School will occupy will be 5,786 sq ft commencing January 1st, 2024.

4. The lease is hereby extended to August 30th, 2024.

5. The new lease rate will be $1.30 / sq ft plus .20/ sq ft for utilities.

6. All notices and rent shall be sent to GQNorth Property Management at 10018 Fair Oaks Blvd, Fair Oaks CA 95628 Attn: Suzette Sneath.

7. Landlord shall paint the exterior walls and fascia boards, along with exterior hallway walls of Classrooms 1, 2, & 3, Rooms 4, 8A, 8B, 9, & 10, Restrooms, Kitchen, and Janitorial Room. Landlord shall select all paint colors.

8. Highlands shall be responsible for any separately metered utility bills. When the electic usage becomes separately metered, Landlord shall bill Highlands for their usage monthly.

* Exhibit A attached for reference purposes

All other terms and conditions of the Lease shall remain the same.

This Agreement has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the real estate Broker(s) or their agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction involved herein.

AGREED AND ACCEPTED

LESSOR:
Episcopal Diocese of Northern California

By: +Megan Wagoner

The Center at St. Matthews Episcopal Church
A ministry of the Episcopal Diocese of Northern Ca

Date: 1/31/2024

LESSEE:
Highlands Community Charter School

By: _____

Murdock Smith, Executive Director
Highlands Community Charter School

Date: 1/30/24

HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

GQNorth W9 Request

Lora McConnell <lora@gqnorth.com> Thu, Mar 28, 2024 at 2:09 PM
To: Accounts Payable Accounts Payable <ap@hccts.org>

Ok, for this property the rent is actually paid to the Episcopal Church in the Diocese of Northern California. I'll attach their W-9 here. Thanks Success!

On Thu, Mar 28, 2024 at 2:01 PM Accounts Payable Accounts Payable
[Quoted text hidden]

EDNC W9_April 2021 (dragged).pdf
806K

FIRST ADDENDUM TO MEMORANDUM OF UNDERSTANDING DATED JULY 2021
BY AND BETWEEN
EPISCOPAL DIOCESE OF NORTHERN CALIFORNIA –"LESSOR"
AND
HIGHLANDS COMMUNITY CHARTER SCHOOL - "LESSEE"

THIS ADDENDUM (this "Addendum"), dated as of May 12th, 2023, is made to the Memorandum of Understanding, dated as of date herewith (as hereby Modified, the "Lease"), by Episcopal Diocese of Northern California, as Lessor, and Highlands Community Charter School, as Lessee, for the premises commonly known as 2300 Edison Avenue, Sacramento, CA 95821 consisting of approximately 2,986 SF (The Premises).

WHEREAS Landlord and Tenant desire to reinstate, ratify, and amend the Lease as more fully set forth below. In the event of any conflict between the terms of the Lease and this Amendment, this Amendment shall control.

AGREEMENT:
Now therefore, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Change in Terms:
Section 3 (Facilities Use) is hereby amended to include a monthly fee of $250.00 for management services commencing May 1st, 2023.

All other terms and conditions of the Lease shall remain the same.

This Agreement has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the real estate Broker(s) or their agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction involved herein.

AGREED AND ACCEPTED

LESSOR:
Episcopal Diocese of Northern California

By:_____
Jim Schaal, Executive Director
The Center at St. Matthews Episcopal Church
A ministry of the Episcopal Diocese of Northern Ca

Date:_____

LESSEE:
Highlands Community Charter School

By:_____
Murdock Smith, Executive Director
Highlands Community Charter School

Date: 5/29/23

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
EPISCOPAL DIOCESE OF NORTHERN CALIFORNIA

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2021 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Episcopal Diocese of Northern California, organized and existing under the laws of the State of California (hereinafter "EDNC").

I. RECITALS

WHEREAS, EDNC is the owner of a certain real property and its main facilities are located at 2300 Edison Avenue, Sacramento, California 95821 (the "Site").

WHEREAS, HIGHLANDS and EDNC desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of EDNC's Site during the 2021-22 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and EDNC hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and EDNC agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and EDNC while attending classes at EDNC.

2. Use of the Site.

EDNC hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all EDNC's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2021-22 school years commencing on July 1, 2021 and terminating on June 30, 2022. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with EDNC's shared use of the Site, if any. EDNC's shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to EDNC. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and EDNC equipment thereon, shall revert to EDNC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide EDNC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from EDNC, if available. Upon completion of equipment conducted by EDNC, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are ^p ^ within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping

with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and EDNC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) EDNC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

EDNC agrees to provide space to HIGHLANDS as described in section 2 at a charge of $3900.00 per month for 4 classrooms and 2 office spaces until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2022.

Measurements for the rooms provided by EDNC to HIGHLANDS under this MOU are as follows:

Room	**Interior Dimensions**	**Interior Area**
Classroom 1 (SM-7)	31'6" x 20'1"	633 sq ft
Classroom 2 (SM-6)	27'4" x 20'1"	549 sq ft
Restroom 1 (SM-5)	14'0" x 5'0"	70 sq ft
Janitorial Room (SM-4)	included in Restroom 2	
Restroom 2 (SM-3)	13'10" x 11'0"	152 sq ft
Classroom 3 (SM-2)	31'4" x 22'4"	700 sq ft
Room 4 Office (SM-1)	7'7" x 22'5"	170 sq ft
Room 9 New Office	17'2" x 17'3"	296 sq ft
Rm 10 New Classroom	23'9" x 17'6"	416 sq ft
Total		**2986 sq ft**

The monthly rent of $3900.00 is based on the total interior area of 2986 square feet multiplied by the fair market rent value of $1.30 per square foot, rounded to the nearest $100 per month. This fair market rent value

was determined by the Market Rent Survey dated January 23, 2019 and completed by Newmark Knight Frank under contract with HIGHLANDS.

4. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.

Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of EDNC. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires EDNC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify EDNC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to EDNC's property. EDNC reserves the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without EDNC prior written consent. EDNC approval of any improvements, including the work schedule, work hours, and modifications, shall be at EDNC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with EDNC's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and

prevailing wage laws. EDNC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and EDNC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event EDNC requires the cessation of work, EDNC and HIGHLANDS will immediately meet to address EDNC's concerns. No construction or installation will resume until EDNC's concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2021.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. EDNC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply

with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of EDNC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, EDNC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by EDNC, and shall remain in possession of EDNC at all times.

11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to EDNC in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. EDNC's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, EDNC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the EDNC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by EDNC, in or about the site; EDNC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of EDNC, HIGHLANDS, shall indemnify, hold harmless, and defend EDNC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against EDNC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, EDNC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend EDNC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and EDNC will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and EDNC.

16. Access to Inspection.

HIGHLANDS shall permit EDNC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit EDNC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting EDNC's oversight obligations. EDNC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

EDNC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of EDNC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail,

registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

EDNC: Jim Schaal
The Center at St. Matthew's Episcopal Church
Episcopal Diocese of Northern California
2300 Edison Ave.
Sacramento, CA 95821
Attention: Executive Director

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and EDNC regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to EDNC's Executive Director and HIGHLANDS' Executive Director. Both Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with both Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 8/26/2021

Murdock Smith, Executive Director
Highlands Community Charter School

By: Jim Schaal Date: 08/26/2021

Jim Schaal, Executive Director
The Center at St. Matthew's Episcopal Church,
A ministry of the Episcopal Diocese of Northern California

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 15, 2025

Via Electronic Mail

TN International

Tammy Nguyen
6853 65th Street Suite A
Sacramento, CA 95828

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on October 17, 2024 for 6853 65th Street Suite C, Sacramento, CA 95828. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is January 14, 2026.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
TN INTERNATIONAL INC,

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and TN International INC (hereinafter "TN International INC") (HIGHLANDS and TN International INC being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, TN International INC is the owner of a certain real property located at 6853 65th Street Suite C, Sacramento, CA 95828 (the "Site" or "Premises");

WHEREAS, TN International INC is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and TN International INC desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of TN International INC's Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and TN International INC hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 4,320 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to TN International INC not less than

three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with TN International INC's shared use of the Site, if any. TN International INC's shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to TN International INC. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and TN International INC equipment thereon, shall revert to TN International INC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide TN International INC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from TN International INC, if available. TN International INC agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with TN International INC further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and TN International INC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with

the zoning for the property, etc.) TN International INC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

TN International INC agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.25 per square foot ($5,400.00 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 4,320 square feet.

HIGHLANDS agrees to pay 45% monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

3. Maintenance and Operations.

A. TN International INC Obligations. TN International INC shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. TN International INC's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires TN International INC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify TN International INC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that

immediate action is required to prevent a safety or health hazard, or prevent significant damage to TN International INC'S property. TN International INC reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use

of Hazardous Substances without the express prior written consent of TN International INC and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose TN International INC or HIGHLANDS to any liability therefor. In addition, TN International INC may condition its consent to any Reportable Use upon receiving such additional assurances as TN International INC reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform TN International INC. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by TN International INC, HIGHLANDS shall immediately give written notice of such fact to TN International INC, and provide TN International INC with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of,

and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold TN International INC and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. TN International INC Indemnification. TN International INC shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of TN International INC. No termination, cancellation or release agreement entered into by TN International INC and HIGHLANDS shall release TN International INC from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify TN International INC and TN International INC shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then

HIGHLANDS may terminate this Lease upon written notice to TN International INC if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without TN International INC's prior written consent. TN International INC approval of any improvements, including the work schedule, work hours, and modifications, shall be at TN International INC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with TN International INC's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. TN International INC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and TN International INC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event TN International INC requires the cessation of work, TN International INC and HIGHLANDS will immediately meet to address TN International INC's concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. TN International INC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of TN International INC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, TN International INC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by TN International INC, and shall remain in procession of TN International INC at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to TN International INC in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. TN International INC and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, TN International INC and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against TN International INC or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

TN International INC's Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, TN International INC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person,

firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the TN International INC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by TN International INC, in or about the site; TN International INC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of TN International INC, HIGHLANDS, shall indemnify, hold harmless, and defend TN International INC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against TN International INC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, TN International INC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend TN International INC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of TN International INC. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of TN International INC.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit TN International INC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit TN International INC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. TN International INC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in

writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and TN International INC shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to TN International INC, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. TN International INC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of TN International INC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

TN International INC: Tammy Nguyen
TN International INC
6853 65th Street Suite A
Sacramento, CA 95828

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery

service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/24/24

Bill McGuire , Executive Director
Highlands Community Charter School

By: Tammy Nguyen
Tammy Nguyen (Oct 17, 2024 11:19 PDT) Date: 10/17/2024

Tammy Nguyen
TN International INC

EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of Suite C on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.



EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.



EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. TN International INC's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. TN International INC shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and TN International INC shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

COMMERCIAL LEASE

This Commercial Lease Agreement ("Lease") is made and effective this 1st day of June, 2019, by and between Tammy Nguyen doing business as TN International INC ("Landlord" or Lessor) and doing business as Highlands Community Charter School ("Tenant").

WHEREAS: Landlord is the owner of land and improvements commonly known and numbered as 6853 65th Street Ste C, Sacramento, California 95828 and legally described as follows (the "Building"):

WHEREAS, Landlord makes available for lease approximately 4320 square feet of a portion of the Building as set forth on Attachment A (the "Leased Premises").

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW, THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term**.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an period of three (3) years (the "Initial Term") and after that have two (2) years option to extent beginning June 1st, 2019 and ending June 30th, 2024. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. If Landlord needs place back or Tenants need to move, Landlord or Tenant may terminate this lease by giving a written notice of intention to terminate at least (30) days prior to date of termination or until May 31, 2022.

B. Provided Tenant is not in default of any terms or provisions of this Lease, Tenant may renew the Lease for one extended term of one (1) year and thirty days (30) days option preparer to renew. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. **Rental**.

A. Tenant shall pay to Landlord during the Initial Term and the Extended Term. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 6853 65th Street, Sacramento, California 95828 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenants must be payment on time 1st day of month, no later 10th of the month, if late will be charge 10% more on the payment of month.

In accordance with Section 19 below, Tenant shall also pay to Landlord a "**Security Deposit**" in the amount of Three Thousands and Five Hundreds Dollars and No Cents **($3,500.00**) and **$3,500** (three thousands and five hundreds dollars) for 1st of the month tenant get in and total is **$7,000** (seven thousands even).

The Security Deposit along with the first months rent shall be paid to Lessor upon the execution of this Agreement.

3. Use

Tenant shall use the Premises for the purpose of establishing a community Charter School. Tenant shall not use the Leased Premises for any other purpose with the express written consent of the Lessor. In addition, the Premises shall not be used for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. **Repairs**.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. **Alterations and Improvements**.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. **Property Taxes**.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. **Insurance**.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. **Utilities.**

Tenant shall pay all charges for electricity, other services and utilities used by Tenant on the Leased Premises during the term of this Lease, and this services included with rent monthly payment ($3500/month).

10. **Signs**.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry**.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Parking**.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate

parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

13. **SURRENDER OF PREMISES AT END OF TERM—REMOVAL OF FIXTURES**.

(a) Lessee agrees that upon the termination of this lease it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Lessee.

(b) Lessee may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Lessee is not in default hereunder, remove any trade fixtures or equipment which said Lessee has installed in the leased premises, providing said Lessee repairs any and all damage caused by removal.

(c) HOLDING OVER. Continued possession, beyond the expiration date of the term of this lease, by the Lessee (and absent a written agreement by both parties for an extension of this lease, or for a new lease, and absent the written consent of the Lessor) shall constitute a month-to-month extension of this lease at a rental of 150% of the previous rental for the premises (plus payment of the Lessee's share of the other expenses as set forth in this lease). Such holding over without the Lessor's consent shall not prejudice the Lessor's right to bring an action for the eviction of the Lessee.

14. **TERMINATION OF LEASE AND DEFAULTS OF LESSEE**.

(a) TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Lessee, then this lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Lessee in accordance with the terms and provisions of this lease, this lease may at the option of the Lessor be canceled and forfeited, PROVIDED, HOWEVER, before any such cancellation and forfeiture except as provided in 20(b) below, Lessor shall give Lessee a written notice specifying the default, or defaults, and stating that his lease will be cancelled and forfeited ten (10) days after the giving of such notice, in the case of failure to pay rent and/or other charges unless such default, or defaults, are remedied within such grace period; and 30 days after the giving of such notice, in the case of defaults other than for the payment of rent; provided, however, if the nature of the default is other than the payment of rent or other charges, and such defaults cannot reasonably be cured within such 30-day period, the Lessee shall not be in default provided in commences to cure the default within such 30-day period and thereafter diligently completes the cure. Lessee will be liable for all legal fees and expenses incurred by Lessor in connection with the collection of delinquent rent or other defaults by Lessee.

(b) BANKRUPTCY OR INVOLVENCY OF LESSOR OR LESSEE. In the event Lessor or Lessee is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Lessor or Lessee's leasehold interest by reason by any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Lessor or Lessee to the bankrupt party, then and in any such events, Lessor or Lessee may, at its option, immediately terminate this lease, reenter said premises, upon giving of ten (10) days written notice by Lessor or Lessee, all to the extent permitted by applicable law.
(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

(d) Acceptance of keys, advertising and re-renting by the Lessor upon the Lessee's default shall be construed only as an effort to mitigate damages by the Lessor, and not as an agreement to terminate this lease.

15. **Damage and Destruction**.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions , inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

16. **Default**.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

17. **Quiet Possession**.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

18. **Condemnation**.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority

takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

19. **Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein require d to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

20. **Security Deposit**.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

21. **Notice**.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

TN International INC
6853 65th Street Ste A
Sacramento, CA 95828

If to Tenant to:

Highlands Community Charter School
1333 Grand Ave
Sacramento, CA 95838

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. **Waiver**.
No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease**.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. **Headings**.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors**.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Consent**.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Performance**.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. **Compliance with Law**.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. **Final Agreement**.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. **Governing Law**.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD

TAMMY NGUYEN

DATE: 5/30/19

TENANT

Murdock Smith

DATE: 5/31/19

EXHIBIT A

LEASED PREMISES

Landlord hereby leases to Tenant the portion of the premises as set forth below

EXHIBIT B

RENTAL SCHEDULE

Months 1 – 12	**$3,500.00 per month**

AMENDMENT TO LEASE

THIS LEASE AMENDMENT (This " Amendment") date to be effective this 1st day of September 2022 (the "Effective Date:), is made and entered into by and between TN International INC ("Landlord" of Lessor) and doing business as Highlands Community Charter School ("Tenant").

RECITALS

A. Landlord and Tenant (collectively, the "Parties" and each, individually, a "Party") have entered into the following agreements: TN International INC (landlord) and Highland Community Charter School (tenant) (as it may have been amended the "lease")

B. Pursuant to the Lease, Tenant is leasing from Landlord certain property described therein for the purpose of school site.

C. The Parties desire to amend and modify certain continues terms of the Lease and increase extra utilities use (water, PGE and SMUD) as provided herein.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Except as otherwise defined herein, capitalized terms used in this Amendments shall have the meanings assigned to such terms in the Lease.

2 The rent to be paid by Tenant under the Lease is hereby increased by $350 per month, payable monthly to cover the cost of utilities and trash services. Starting on September 1, 2022.

3. The end of effective term of the Lease is still month to month until both notice within 90 days.

4. Except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instruments.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

TENANT: HIGHLANDS COMMUNITY CHARTER SCHOOL

By: _____
Murdock Smith

LANDLORD: TN INTERNATIONAL INC

By: _____
Tammy Nguyen

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 15, 2025

Via Electronic Mail

Bethany Slavic Missionary Church
9880 Jackson Rd
Sacramento, CA 95827

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on October 23, 2024 for 9880 Jackson Rd, Sacramento, CA 95827. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is January 14, 2026.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
Bethany Slavic Missionary Church

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Bethany Slavic Missionary Church (hereinafter "Bethany Slavic Missionary Church") (HIGHLANDS and Bethany Slavic Missionary Church being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, Bethany Slavic Missionary Church is the owner of a certain real property located at 9880 Jackson Road, Sacramento, CA 95827 (the "Site" or "Premises");

WHEREAS, Bethany Slavic Missionary Church is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and Bethany Slavic Missionary Church desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of Bethany Slavic Missionary Church'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Bethany Slavic Missionary Church hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 460 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to Bethany Slavic Missionary Church not less than three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Bethany Slavic Missionary Church'S shared use of the Site, if any. Bethany Slavic Missionary Church'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to Bethany Slavic Missionary Church. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and Bethany Slavic Missionary Church equipment thereon, shall revert to Bethany Slavic Missionary Church.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Bethany Slavic Missionary Church with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Bethany Slavic Missionary Church, if available. Bethany Slavic Missionary Church agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with Bethany Slavic Missionary Church further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and Bethany Slavic Missionary Church agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) Bethany Slavic Missionary Church shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

Bethany Slavic Missionary Church agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.60 per square foot ($736.00 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 460 square feet.

HIGHLANDS agrees to reimburse the cost of janitorial at $400.00 a month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

Highlands agrees to reimburse the cost of security at $300.00 a month.

Highlands agrees to pay a security deposit of $1,500.00 (refundable) at the execution of the contract.

3. Maintenance and Operations.

A. Bethany Slavic Missionary Church Obligations. Bethany Slavic Missionary Church shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. Bethany Slavic Missionary Church'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Bethany Slavic Missionary Church to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Bethany Slavic Missionary Church directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Bethany Slavic Missionary Church'S property. Bethany Slavic Missionary Church reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65);

and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Bethany Slavic Missionary Church and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Bethany Slavic Missionary Church or HIGHLANDS to any liability therefor. In addition, Bethany Slavic Missionary Church may condition its consent to any Reportable Use upon receiving such additional assurances as Bethany Slavic Missionary Church reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform Bethany Slavic Missionary Church. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to

by Bethany Slavic Missionary Church, HIGHLANDS shall immediately give written notice of such fact to Bethany Slavic Missionary Church, and provide Bethany Slavic Missionary Church with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold Bethany Slavic Missionary Church and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. Bethany Slavic Missionary Church Indemnification. Bethany Slavic Missionary Church shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of Bethany Slavic Missionary Church. No termination, cancellation or release agreement entered into by Bethany Slavic Missionary

Church and HIGHLANDS shall release Bethany Slavic Missionary Church from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify Bethany Slavic Missionary Church and Bethany Slavic Missionary Church shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to Bethany Slavic Missionary Church if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Bethany Slavic Missionary Church'S prior written consent. Bethany Slavic Missionary Church approval of any improvements, including the work schedule, work hours, and modifications, shall be at Bethany Slavic Missionary Church'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Bethany Slavic Missionary Church'S construction requirements. The construction or installation of

improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Bethany Slavic Missionary Church or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and Bethany Slavic Missionary Church may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Bethany Slavic Missionary Church requires the cessation of work, Bethany Slavic Missionary Church and HIGHLANDS will immediately meet to address Bethany Slavic Missionary Church'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. Bethany Slavic Missionary Church shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all

licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Bethany Slavic Missionary Church and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Bethany Slavic Missionary Church reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Bethany Slavic Missionary Church, and shall remain in procession of Bethany Slavic Missionary Church at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Bethany Slavic Missionary Church in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. Bethany Slavic Missionary Church and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, Bethany Slavic Missionary Church and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Bethany Slavic Missionary Church or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

Bethany Slavic Missionary Church'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Bethany Slavic Missionary Church shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Bethany Slavic Missionary Church's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Bethany Slavic Missionary Church, in or about the site; Bethany Slavic Missionary Church's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Bethany Slavic Missionary Church, HIGHLANDS, shall indemnify, hold harmless, and defend Bethany Slavic Missionary Church, its trustees, officers, employees and agents against any and all claims, demands,

actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Bethany Slavic Missionary Church, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Bethany Slavic Missionary Church from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Bethany Slavic Missionary Church and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. No religious symbols are allowed to be in the classrooms.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of Bethany Slavic Missionary Church. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of Bethany Slavic Missionary Church.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit Bethany Slavic Missionary Church, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Bethany Slavic Missionary Church to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. Bethany Slavic Missionary Church shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and Bethany Slavic Missionary Church shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to Bethany Slavic Missionary Church, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards

HIGHLAND'S rent payable under this Lease. Bethany Slavic Missionary Church shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Bethany Slavic Missionary Church located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

Bethany Slavic Missionary Church: Bethany Slavic Missionary Church
9880 Jackson Road
Sacramento, CA 95827

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/25/2024

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 10/23/2024

Bethany Church Administration

EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of Room B2 on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.

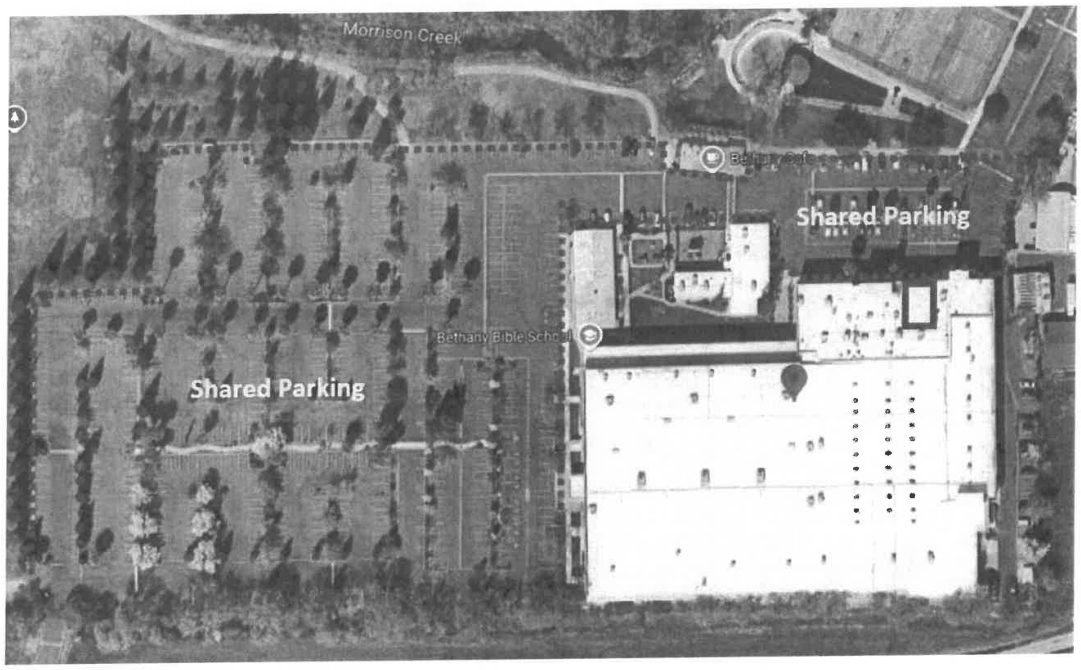

EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.

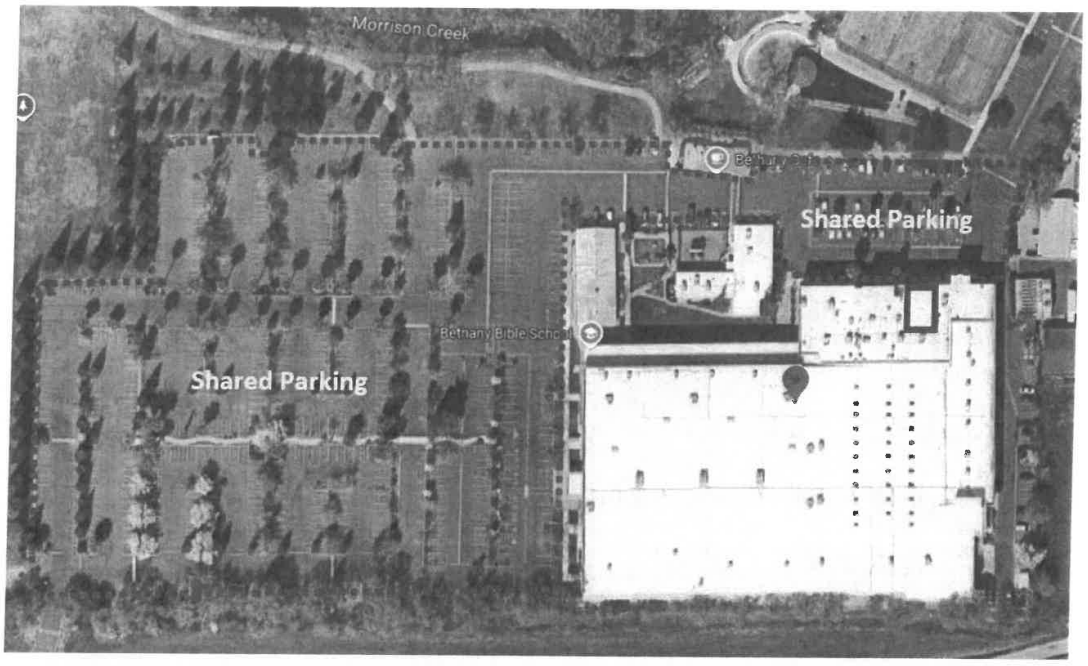

EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Bethany Slavic Missionary Church'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. Bethany Slavic Missionary Church shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and Bethany Slavic Missionary Church shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
BETHANY SLAVIC MISSIONARY CHURCH

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of February, 2018 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Bethany Slavic Missionary Church, a non-profit community based organization organized and existing under the laws of the State of California (hereinafter "BETHANY").

I. RECITALS

WHEREAS, BETHANY is the owner of a certain real property and its main facilities are located at 9880 Jackson Road, Sacramento, CA 95827.

WHEREAS, HIGHLANDS and BETHANY desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of BETHANY's site during the 2017-18 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and BETHANY hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and BETHANY agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site.

BETHANY hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the site for the sole purpose of operating an English

Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the site shall comply with all BETHANY policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

Office space

A. Term. HIGHLANDS' use of the site shall be for the 2017-18 school years commencing on February 1, 2018 and terminating on June 30, 2018. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with BETHANY's shared use of the site, if any. BETHANY's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to BETHANY. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and BETHANY's equipment thereon, shall revert to BETHANY.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide BETHANY with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from BETHANY, if available. Upon completion of equipment conducted by BETHANY, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and BETHANY agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) BETHANY shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

BETHANY agrees to provide space to HIGHLANDS as described in section 2 at no charge until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2018.

4. Instruction.

All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of BETHANY; BETHANY will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space at 9880 Jackson Road, Sacramento, CA 95827.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires BETHANY to perform emergency or major maintenance and repairs, HIGHLANDS shall notify BETHANY directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to BETHANY property. BETHANY reserves the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without BETHANY' prior written consent. BETHANY approval of any improvements, including the work schedule, work hours, and modifications, shall be at Saint reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with BETHANY's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. BETHANY or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and BETHANY may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event BETHANY requires the cessation of work, BETHANY and HIGHLANDS will immediately meet to address BETHANY concerns. No construction or installation will resume until BETHANY's concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than February 1, 2017.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so

long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. BETHANY shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of BETHANY and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, BETHANY reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by BETHANY, and shall remain in procession of BETHANY at all times.

11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to BETHANY in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. BETHANY's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, BETHANY, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the BETHANY's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by BETHANY, in or about the site; BETHANY's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of BETHANY, HIGHLANDS, shall indemnify, hold harmless, and defend BETHANY, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against BETHANY, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, BETHANY from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done,

permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend BETHANY and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and BETHANY will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and BETHANY.

16. Access to Inspection.

HIGHLANDS shall permit BETHANY, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit BETHANY to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting BETHANY' oversight obligations. BETHANY shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

BETHANY shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of BETHANY located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

BETHANY: Adam Bondaruk
Bethany Slavic Missionary Church
9880 Jackson Road
Sacramento, CA 95827.
Attention: Senior Pastor

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written,

between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and BETHANY regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the BETHANY' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 2/27/18

Murdock Smith, Executive Director
Highlands Community Charter School

By: Adam Bondaruk Date: 02.13.18

Adam Bondaruk
Bethany Slavic Missionary Church

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

AP Contracts <contracts@hccts.org>

Fwd: Saint John's Lease Agreement

Matthew Lemos <matthew.lemos@hccts.org> Thu, Oct 9, 2025 at 8:33 AM
To: AP Contracts <contracts@hccts.org>, Diana Gonsalves <diana.gonsalves@hccts.org>, Ali Salah <ali.salah@hccts.org>, Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>, Pramesh Ram <pramesh.ram@hccts.org>, Carl Goodman <carl.goodman@hccts.org>, Estevan Whitfield <estevan.whitfield@hccts.org>

Hi Team,

We have received a 30-day notice from St. John's. Please take the next steps to clear the space and prepare for the final walkthrough.

---------- Forwarded message ---------
From: **Teresa Cummings** <teresa.cummings@hccts.org>
Date: Wed, Oct 8, 2025 at 10:08 PM
Subject: Fwd: Saint John's Lease Agreement
To: Matthew Lemos <matthew.lemos@hccts.org>

fyi

---------- Forwarded message ---------
From: **Mayra Valdivia** <mayra.valdivia@hccts.org>
Date: Wed, Oct 8, 2025 at 4:38 PM
Subject: Fwd: Saint John's Lease Agreement
To: AP Contracts <contracts@hccts.org>, IT <it@hccts.org>
Cc: Teresa Cummings <teresa.cummings@hccts.org>

Good afternoon,

From my understanding, we had already sent a formal cancellation agreement to St. John's. However, please see the email below.

Thank you,

Mayra Valdivia

Interim Director of Student Services

A: 1333 Grand Avenue, Sacramento, CA 95838
P: 916.839.6982 **C:** 916.969.7537
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

---------- Forwarded message ---------
From: **Scott Richards** <srichards@saintjohnsprogram.org>
Date: Tue, Oct 7, 2025 at 7:09 PM
Subject: Re: Saint John's Lease Agreement
To: Mayra Valdivia <mayra.valdivia@hccts.org>
Cc: Kara Fiscus <kfiscus@saintjohnsprogram.org>, Mariah Rowden <mrowden@saintjohnsprogram.org>

Hi Mayra,

I want to follow up on our recent conversations regarding our agreement with HCCTS. I know in our last conversation you mentioned some options that could work for clients. Since we are in October and I imagine you all are still working through things I have decided we need to go in a different direction,

According to our most recent contract we need to provide a 30 day notice to end our agreement with HCCTS. Please accept this email as our 30 day notice. Our finance team will follow up with any outstanding items. We also have some equipment that likely belongs to HCCTS and we can work with you on returning that property.

We appreciate the partnership with HCCTS and value the opportunities you have provided for so many of our clients. We hope you all the best as you continue to build HCCTS and continue your mission.

Sincerely,

Scott

Scott B. Richards, Ed.D. | ***Chief Executive Officer***

Phone: 916.453.1482

www.saintjohnsprogram.org

saint john's
PROGRAM FOR REAL CHANGE

Confidentiality Statement:

The information contained in this message is privileged and confidential information intended for the use of the addressee listed above. Suppose you are neither the intended recipient nor the employee or agent responsible for delivering this information to the intended recipient. In that case, you are hereby notified that any use, disclosure, dissemination, distribution, or copying this information is strictly prohibited. If you have received this in error, please notify us immediately by return email.

--



Matthew Lemos

Chief Business Official

A: 1111 Howe Ave Suite 540, Sacramento, CA 95825
C: 916-937-1719
W: hccts.org

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022

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
SAINT JOHN'S PROGRAM FOR REAL CHANGE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Saint John's Program for Real Change, a non-profit organization organized and existing under the laws of the State of California (hereinafter "Saint John's").

I. RECITALS

WHEREAS, Saint John's is the owner of a certain real property and its main facilities are located at 8411 Jackson Road, Sacramento CA 95826. Classroom facilities to be utilized under the terms of this agreement are located at 8411 Jackson Road, Sacramento CA 95826 (SITE) and career technical education facilities to be utilized under the term of this agreement are located at 14 Business Park Way, Suite 149, Sacramento, CA 95828 (SITE).

WHEREAS, HIGHLANDS and Saint John's desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS use of classrooms at Saint John's SITE during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Saint John's hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and Saint John's agree not to discriminate in the selection or acceptance of any Student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Saint John's while attending classes at Saint John's.

2. Use of the SITE.

Saint John's hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Jackson Road site for the sole purpose of operating a High School Diploma and Career Technical Education programs. HIGHLANDS's use of the SITE shall comply with all Saint John's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the SITE and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS's use of the SITES shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the SITE shall not interfere with Saint John's shared use of the SITE, if any. Saint John's shared use of the SITE, if any, shall not unreasonably interfere with the HIGHLANDS' use of the SITES.

C. Reversion to Saint John's. Upon the expiration of this MOU by its terms, the right to use and to occupy the SITE and its facilities, and Saint John's equipment thereon, shall revert to Saint John's.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Saint John's with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Saint John's, if available. Upon completion of equipment conducted by Saint John's, HIGHLANDS agrees to maintain

an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the SITE that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Saint John's agree to conduct an inspection of the SITE to determine that the SITE are safe, adequate, and appropriate, to conduct operations. If it is determined that the SITE are not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Saint John's shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.
Saint John's agrees to provide space to HIGHLANDS as described in section 2 at a fixed monthly payment of $4,000.00 until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

4. Financial/Recordkeeping Obligations.
HIGHLANDS shall pay a monthly payment for student attendance calculated at $4.00 per day for each qualified and properly enrolled student who attends academic classes and career technical education classes at Saint John's 8411 Jackson Road. Saint John's agrees to maintain attendance records utilizing PowerSchool student information system. Further, Saint John's shall assist and support HIGHLANDS in the administration of the California Student Assessment System (CASAS) and other assessments required, or necessary to monitor student progress.
Saint John's shall prepare a monthly invoice for the educational services provided. This invoice shall be compared to submitted attendance records submitted by Saint John's and paid within 30 days of receipt and approval of invoice.

5. Instruction.
All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Maintenance and Operations.

The ongoing operations and maintenance of the SITE and its facilities shall remain the responsibility of Saint John's; Saint John's will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Saint John's to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Saint John's directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Saint John's property. Saint John's reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the SITE or otherwise alter the SITE without Saint John's prior written consent. Saint John's approval of any improvements, including the work schedule, work hours, and modifications, shall be at Saint reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Saint John's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Saint John's or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and Saint John's may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate

or placing the SITE at risk of physical danger or compromise. In the event Saint John's requires the cessation of work, Saint John's and HIGHLANDS will immediately meet to address Saint John's concerns. No construction or installation will resume until Saint John's' concerns are adequately addressed.

8. Provision of Facilities.
The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

9. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the SITE. HIGHLANDS recognizes that the Security Systems currently provided at the SITE may include a separate intrusion alarm system, security camera system, and/or SITE visits/monitoring by a private security patrol.

10. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the SITE, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the SITE, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Saint John's shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the SITE as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

the property affected, including, if applicable, any properties in the vicinity of the SITE, to the satisfaction of Saint John's and any governmental agencies having jurisdiction over the SITE or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the SITE or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Saint John's reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.

The Parties acknowledge that title to the SITE and all improvements are held by Saint John's, and shall remain in procession of Saint John's at all times.

12. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the SITE and any and all improvements located thereon and deliver up to Saint John's in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the SITES due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the SITE.

13. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Saint John's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Saint John's, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the SITE after the Effective Date, HIGHLANDS from, or in connection with, the Saint John's' use of the SITE or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Saint John's, in or about the SITE; Saint John's' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Saint John's, HIGHLANDS, shall indemnify, hold harmless, and defend Saint John's, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Saint John's, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the SITE after the Effective Date, Saint John's from, or in connection with, the HIGHLANDS' use of the SITE or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the SITE; HIGHLANDS' obligation to defend Saint John's and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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HIGHLANDS may display banners and/or signs at the SITE that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

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HIGHLANDS and Saint John's will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Saint John's.

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HIGHLANDS shall permit Saint John's, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Saint John's to enter upon the SITE for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the SITE, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Saint John's' oversight obligations. Saint John's shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

18. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.

Saint John's shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Saint John's located at the SITE or used by HIGHLANDS.

20. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and

personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Saint John's: Julie Hirota
Saint John's Program for Real Change
2443 Fair Oaks Blvd, #369
Sacramento, CA 95825-7684

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

24. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Saint John's regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Saint John's' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By:_____ Date: 10/23/23

Murdock Smith, Executive Director
HIGHLANDS

By:_____ Date: 10/25/23

Julie Hirota, CEO
Saint John's Program for Real Change

Board of Trustees

Christine Jefferson
President

Rebecca Sandoval
Vice President

Sascha Vogt
Clerk

Michael Baker
Member

Stacey E. Bastian
Member

Basim Elkarra
Member

Sharon Reichelt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

January 30, 2026

Via Email and First-Class Mail

Board of Directors
Highlands Community Charter and Technical Schools (HCCTS)
c/o Jonathan Raymond, Executive Director
1333 Grand Ave.
Sacramento, CA 95838
jonathan.raymond@hccts.org

RE: Final Decision to Revoke - Highlands Community Charter School

Dear HCCTS Board of Directors and Mr. Raymond:

The Twin Rivers Unified School District ("District") Board of Trustees ("Board") approved issuance of a Final Decision to Revoke the Charter of **Highlands Community Charter School** at its special meeting on January 30, 2026. A copy of the Board Resolution approving issuance of the Final Decision is enclosed.

Sincerely,

Steve Martinez, Ed.D
Superintendent
Twin Rivers Unified School District

Enclosure: Resolution No. 1613

McClellan Park, California

RESOLUTION NO. 1613

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
Approving Issuance of a Final Decision to Revoke the Charter of
Highlands Community Charter School**

WHEREAS, the Twin Rivers Unified School District ("District") initially approved the petition for the establishment of Highlands Community Charter School ("HCCS") charter school on June 25, 2019, for a five-year term running through June 30, 2024, and per Education Code section 47607.4, HCCS's Charter was automatically extended by operation of law through June 30, 2027. HCCS is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS") and its Board of Directors;

WHEREAS, the District and HCCS entered into a Memorandum of Understanding ("MOU") on or about February 25, 2020, to document the arrangement and agreement between the parties regarding HCCS's program, operation, structure, and obligations. Subsequent amendments to the MOU extended its term through June 30, 2027, and made clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight;

WHEREAS, as the charter authorizer of HCCS, the District is responsible for overseeing HCCS under Education Code 47604.32. This oversight responsibility includes monitoring whether HCCS is operating in compliance with the conditions, standards, or procedures set forth in its Charter and MOU, meeting or pursuing the pupil outcomes identified in its Charter, failing to meet generally accepted accounting principles, or engaging in fiscal mismanagement, and complying with the law (Education Code section 47607(f));

WHEREAS, as a result of HCCS's failure to remedy several areas of concern despite its receipt of multiple information requests and notices of concern from the District, and/or its failure to implement viable remedial plans to address these concerns, and since the District concluded that grounds for revocation existed, including material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process with the issuance of a Notice of Violation per Education Code section 47607 and Title 5, Cal. Code of Regulations, section 11968.5.2 ("Section 11968.5.2");

WHEREAS, on June 17, 2025, the Board unanimously approved issuance of a Notice of Violation ("NOV") to HCCS pursuant to Education Code section 47607 based on findings that HCCS materially violated the conditions, standards, and procedures of its Charter, failed to meet generally accepted accounting principles or engaged in fiscal mismanagement, and violated the law;

WHEREAS, the NOV also provided HCCS with a reasonable opportunity to respond to and/or remedy the violations by September 26, 2025, and placed HCCS on notice that if the violations were not addressed, the District may pursue further steps towards revocation of the Charter;

WHEREAS, at the conclusion of the remedy period, on September 26, 2025, HCCS provided its response to the NOV, however, the supporting evidence was not provided to the District until September 29, 2025;

WHEREAS, District staff evaluated the response from HCCS and all documentation produced with the response, and after conducting a thorough, objective, and data-driven review, District Staff determined that HCCS failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and that significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, fiscal mismanagement, and violations of law;

WHEREAS, based upon the substantial evidence demonstrating HCCS's failure to refute and/or remedy multiple violations identified in the NOV, District staff recommended that the Board approve issuance of the a Notice of Intent to Revoke and notice of facts in support of revocation ("Notice of Intent to Revoke") to HCCS pursuant to Education Code section 47607 and Section 11968.5.2, and the Board approved issuance of a Notice of Intent to Revoke at its meeting on November 4, 2025, supported by substantial evidence presented therewith, and further scheduled a public hearing on the issue of whether substantial evidence existed to revoke the Charter;

WHEREAS, on December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607, and took testimony from HCCS representatives and the public on the issue of whether substantial evidence existed to revoke HCCS's Charter based on the facts and conclusions in the Notice of Intent to Revoke;

WHEREAS, during a special Board meeting on January 27, 2026, District Staff presented their analysis of the measures taken by HCCTS to refute and/or remedy the violations identified in the Notice of Revocation. While the Board thoughtfully considered Staff's analysis and recommendation regarding revocation, it ultimately did not accept Staff's recommendation and no action was effectively taken regarding HCCS's revocation; and

WHEREAS, the Board has convened on January 30, 2026, to consider whether to approve the issuance of a Final Decision to Revoke the Charter of HCCS.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.

2. In support of its Final Decision to Revoke HCCS's Charter, the Board adopts the facts and findings contained in the Notice of Intent to Revoke and its exhibits, as initially set forth in the NOV, and as stated herein, as its written factual findings, supported by substantial evidence

specific to HCCS, and incorporates such findings into this Resolution as though set forth fully herein; and in support of its decision to issue a Final Decision to Revoke HCCS's Charter, the Board further finds that:

(A) Substantial evidence demonstrates that the violations initially identified in the NOV, and demonstrated in the Notice of Intent to Revoke and exhibits thereto, and as further stated herein, have in fact occurred;

(B) HCCS failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV;

(C) The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by HCCS, and attempts at further corrective actions taken by HCCS, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.

3. The Board hereby approves issuance of a Final Decision to Revoke the Charter of Highlands Community Charter School revoking HCCS's Charter effectively immediately. The Superintendent or designee is hereby authorized and directed to notify the Sacramento County Board of Education and California Department of Education regarding the revocation approval and to take any such other actions needed to effectuate the purpose of this Resolution.

PASSED and ADOPTED by the Board of Trustees of the Twin Rivers Unified School District on the 30th day of January 2026 by the following vote.

AYES: 7
NOES: 0
ABSTAIN: 0
ABSENT: 0

ATTEST:

Christine Jefferson, President
Twin Rivers Board of Trustees

Sascha Vogt, Clerk
Twin Rivers Board of Trustees

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS - 6505

September 26, 2025

Ryan DiGiulio Chief Business OfficialTwin Rivers Unified School District 5115 Dudley Blvd McClellan Park, CA 95652

Subject:Notice of ViolationPursuant to EducationCode 47606 for Highlands CommunityCharter School

Dear Mr. DiGiulio,

On June 12, 2025, Twin Rivers Unified School District (“TRUSD”) provided Highlands CommunityCharter and TechnicalSchools (“HCCTS”) with a formal Notice of Violation.We recognizethe seriousness of the issues outlined and we acknowledge that, under prior leadership,Highlands failedto meet expectationsin several important areas. Mistakes were made, and those mistakes have eroded trust.

Since that time, Highlands has undergone a profound transition. With new leadership and outside experts engaged in financeand compliance,we have embracedaccountabilityand implementedsweeping reforms. HCCTS is also in the process of bringing on a new board of directors to lead the school in improved governance and systems of accountability. Changes include:

- ●New systems for financial oversight and internal controls,
- ●Stronger credentialing processes in partnership with UMass Global,
- ●Clearer academic and attendance standards, with daily monitoring,
- ●Adoption of more than 100 new board policies to strengthen compliance and transparency, and

- A material revision to the HCCS charter which outlines these and other changes to HCCS.

HCCTS is committed to working in close partnership with TRUSD to demonstrate that these changes are not temporary fixes, but lasting improvements. Our goal is to move forward with a constructive relationship, grounded in transparency and shared accountability, to ensure Highlands is in full compliance and able to continue serving our students.

We respectfully submit the enclosed materials as HCCTS' formal response to the Notice of Violation. If you have additional questions or would like further information, please do not hesitate to contact me directly at (617) 823-9341 or jonathan.raymond@hccts.org.

Thank you for your attention and for your ongoing oversight as we work to build a stronger, more accountable Highlands.

Thank you,



Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

I. BACKGROUND

Highlands Community Charter and Technical Schools recognizes and respects TRUSD's role as our authorizer, as outlined in MOU Amendment No. 3 signed on January 23, 2024. This amendment clearly defines the district's oversight responsibilities, including the approval of new facilities, ensuring safe learning environments, and providing supervisorial guidance.

We acknowledge that the Notice of Violation issued on June 12, 2025, falls squarely within TRUSD's responsibilities. We take this notice with the utmost seriousness. Under past leadership, Highlands fell short of meeting expectations in several areas. Mistakes were made, and we own that.

Today, under new leadership,, Highlands is fully committed to addressing every issue raised. In many cases, corrective actions have already been completed; in others, substantial progress is underway. Where issues remain outside of our direct control, we have taken every step possible to mitigate them and are actively working toward full resolution.

This response provides a clear account of the corrective actions already taken, the progress still in motion, and the timelines by which remaining matters will be fully resolved. Our commitment is to demonstrate that Highlands is not only curing past deficiencies but building a sustainable, compliant, and transparent system for the future.

II. VIOLATIONS OF THE CHARTER

A. HCCTS Grade Levels

Education Code section 47604(a)(4) provides in part: "After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels."

- *There are no exemptions for the requirement to submit a material revision request to change grade levels.*
- *The District is issuing the NOV as part of our oversight responsibilities to address HCCS' failure to submit the required Material Revision request to change grades.*

Education Code section 47605(a)(4) makes clear that a charter school seeking to expand operations to additional sites or grade levels must submit a material revision to its charter and notify its authorizer. HCCTS recognizes that there are no exemptions to this requirement and acknowledges that it did not submit a material revision when grade levels were changed beginning in the 2020–21 school year.

In the 2020-2021 school year, leadership at HCCTS shifted from grades 1, 2, and 12 to grades 9, 10, and 12 in order to:

- Create clarity in the community that HCCS was a high school
- Align more closely with traditional high school programs
- Allow English Language Learners the opportunity to earn high school credits and make progress toward their high school diploma
- Show student progress as students move between grade levels
- Create clear pathways for international high school students and high school students to graduation
- To improve graduation rates

While HCCTS communicated with TRUSD staff regarding these changes (Exhibit A) and believed the adjustments had support, the formal requirement for a material revision was not pursued at that time. We recognize this was a failure of process, and we take responsibility for not following the proper procedures.

Since then, Highlands has taken corrective action. In June 2024, HCCTS began preparing a comprehensive material revision. That revision reflects:

- The addition of grade 11, as requested by TRUSD (Exhibits B & C),
- The removal of grades 1 and 2, and
- The continued offering of grades 9, 10, and 12.

The proposed material revision was completed and board approved on September 18, 2025, see Exhibit D, after which it will be submitted to TRUSD for consideration. This action is intended to fully align Highlands' charter with current practice, CDE guidance, and TRUSD oversight. The proposed revision is attached here as Exhibit E.

Accordingly, this issue will be fully resolved once TRUSD acts on the submitted material revision. If the TRUSD Board does not approve the revision, HCCTS will comply by returning to the grade levels specified in the existing approved charter.

Highlands regrets that this process was not followed in the past. Under new leadership, we are committed to full compliance, clear communication, and a constructive working relationship with TRUSD to ensure that changes moving forward are properly authorized and transparent.

Attached you will find the following documents to support HCCTS' response to this issue:

- Exhibit A: 2024.12.02 HCCTS Response Grade 9 and 10
- Exhibit B: 2024.06.03 TRUSD RFI High School Program

- Exhibit C: 2024.08.28 HCCTS Addition of 11th Grade
- Exhibit D: Board Agenda for September 18, 2025 HCCTS Board of Directors
- Exhibit E: HCCS Material Revision Board approved on September 18, 2025

B. HCCS Locations

MOU Amendment No. 3 provides in part: "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation."

- *October 3, 17 and November 7, 2024 HCCTS Board approved sites/locations that were not included on MOU Amendment No. 3.*
- *On multiple occasions the District notified HCCTS of the requirement to submit a material revision request, before occupying a new location. HCCTS failed to comply.*
- *HCCTS June 1, 2025, newest "tentative" location list still includes sites not approved for operation for HCCS.*
- *The District is issuing the NOV as part of our oversight responsibilities to address HCCS' failure to submit the required Material Revision request before adding new facilities.*

MOU Amendment No. 3 governs the approval and operation of Highlands' facilities and makes clear that any new locations require District authorization through a material revision. Highlands acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU. This was a failure of compliance, and we take responsibility for it.

These missteps were not intentional, but they reflect a lack of attention to detail under prior leadership. Historically, Highlands relied on a more informal process with the District regarding the addition, relocation, or consolidation of sites. In some cases, leadership believed that moves such as opening an additional suite within an existing facility or relocating to a site nearby did not constitute a "new" location requiring a material revision. That interpretation was incorrect, and we recognize that now.

The District's request for an updated site list on June 1, 2025, coincided with a period of significant transition at Highlands, including organizational restructuring and site consolidations. While those circumstances contributed to delays in providing a finalized list, they do not excuse the failure to comply with the MOU requirement.

Highlands has since taken corrective steps. A material revision updating all current operating locations was prepared and sent to the HCCTS Board on September 18, 2025 for submission to TRUSD. Moving forward, Highlands will strictly comply with the requirement to submit a material revision for any facility location change, ensuring that the District is fully informed and that all operations are authorized.

This issue will be fully resolved once the TRUSD Board approves the submitted material revision. If the Board does not approve certain sites, Highlands will immediately limit operations to District-approved locations.

Under new leadership, Highlands is committed to transparency, accuracy, and compliance in its facilities reporting and to maintaining a constructive partnership with TRUSD on all matters related to school sites.

Below are the HCCS locations as approved in the HCCS material revision on September 18, 2025:

HCCA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824

Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

III. ALLEGED VIOLATIONS OF THE LAW

A. HCCTS Annual Independent Audit Report

The Charter School is in violation of Education Code sections 47604.33 and 47605, and its own Charter, for failing to complete and submit its 2023-24 annual independent audit report to the District.

- *HCCTS requested an extension to the December 15, 2024, deadline for submitting its 2023-24 audit report.*
- *The District granted an extension until January 15,2025, but HCCTS failed to meet this deadline and has subsequently missed multiple additional extension deadlines, including March 31, 2025, and April 18,2025.*
- *To-date HCCTS' audit report has not been submitted to the District.*
- *The District is issuing the NOV as part of TRUSD oversight responsibilities to address HCCS' failure to submit the 2023-24 annual independent audit report.*

Education Code sections 47604.33 and 47605, as well as the HCCTS charter, require timely completion and submission of an annual independent audit report. Highlands acknowledges that the 2023–24 audit has not yet been submitted to TRUSD and that multiple deadlines were missed.

Highlands contracted with Eide Bailly to conduct the 2023–24 audit (Exhibit F). While a draft was provided on May 9, 2025, the process has been significantly delayed due to a combination of external and internal factors (Exhibit G). These include:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work,

- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections, and

- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

Highlands has consistently provided documentation requested by the auditor and followed up on promised delivery timelines as demonstrated in Exhibit J which details an extensive list of document requests fulfilled by HCCTS staff. However, the final report has not yet been released by Eide Bailly. Legal counsel has formally demanded its completion (Exhibit H) and Highlands continues to press for immediate resolution (Exhibit I).

To date, Eide Bailly has not indicated any significant findings in the draft report. While the delay has been deeply frustrating, Highlands has acted in good faith throughout the process, and the draft report demonstrates that we have been cooperative and responsive.

Moving forward, Highlands will ensure timely completion of audits by:

- Holding vendors accountable through stricter contracts and oversight; and

- Engaging with TRUSD earlier in the process to provide status updates and transparency.

We will provide TRUSD with the completed audit report immediately upon its release by Eide Bailly. We regret the delays and are committed to ensuring this problem does not repeat.

Attached you will find the following documents:

- Exhibit F: Eide Bailly Communication Tracker 2024-2025
- Exhibit G: 2025.04.17 Letter from Eide Bailly regarding State Controller and State Auditor
- Exhibit H: 2025.8.5 Letter to Eide Bailly Requesting Production of Audit
- Exhibit I: 2025.9.11 YM&C Follow-up letter to Eide Bailly
- Exhibit J: Document requests from Eide Baily fulfilled by HCCTS

B. HCCTS Credentialing & Misassignments

HCCS has provided instruction to its students using teachers who do not hold the appropriate credential as required by California Education Code, which is a requirement for receipt of ADA funding.

- *HCCTS has submitted ADA revisions for teachers who did not have any credential, but the majority of HCCTS teachers do not have the appropriate, required credentials.*
- *ADA funding is directly tied to appropriately credentialed teachers.*
- *HCCTS relied on guidance from a Credentials Technician from San Diego County Office of Education (SDCOE) and her interpretation of credential requirements, but failed to consult with the CTC.*
- *The District is issuing the NOV as part of our oversight responsibilities to address the disallowed ADA which resulted in misappropriately credentialed teachers.*

Highlands agrees that all teachers must hold valid teaching credentials and that paraeducators should not serve as classroom teachers without them. We acknowledge that, under prior practice, Highlands relied on adult education credentials based on guidance previously received from outside agencies (Exhibit K). While this approach was followed for years without audit findings, it did not meet current expectations from CDE and CTC, and we take responsibility for correcting it.

Beginning in 2024–25, Highlands laid off teachers who did not hold the required credentials and re-staffed classes with appropriately credentialed teachers (Exhibit L). We also undertook a full review of our credentialing and staffing systems to ensure alignment with updated guidance and long-term compliance (Exhibit M).

Key corrective actions include:

- **Credentialing Review:** Examined over 300 staff profiles and held 269 individual consultations with certificated staff to create personalized compliance pathways.

- **Support Systems:** Established a credentialing support team of staff and consultants; built a centralized credentialing database; and partnered with UMass Global to provide flexible, remote intern credential pathways (Exhibit N and Exhibit O), and are hiring mentor teachers (Exhibit P, Exhibit Q, and Exhibit R)

- **Financial and Professional Support:** Adopted Board Policy 4112.3 (Exhibit S) to reimburse staff for exam fees and coursework; approved a K–12 Teacher Retention Incentive (Exhibit T), and aligned hiring timelines with CTC testing windows and permit options.

- **Hiring Reforms:** Suspended instruction in July 2025 to allow time to re-staff with fully credentialed teachers before the school year, implemented structured hiring and rehire processes tied to credential readiness; and issued updated teacher agreements.

- **Governance Safeguards:** Adopted new board policies requiring all certificated staff to hold valid credentials at hire and renewal, mandating use of Frontline to track compliance, and prohibiting nepotism in hiring through Board Policy 4212.8 (Exhibit U).

Through these actions, Highlands has corrected past practices and put in place systems that ensure all teachers moving forward will hold valid K–12 credentials. Instruction has resumed with properly credentialed staff, and we are committed to ongoing monitoring and support to keep Highlands fully compliant.

This issue is now resolved, and Highlands has turned the page with stronger systems that protect both compliance and instructional quality.

Attached you will find evidence of steps taken by HCCTS to fully cure alleged teacher credentialing issues:

- Exhibit K: Email from San Diego County Office of Education Nancy Mora
- Exhibit L: Resolution Of The Board Of Directors Of Highlands Community Charter And Technical Schools Approving Reduction In Force For Credentialed Teachers
- Exhibit M: 4112.2 BP Credentialing Requirements Communications
- Exhibit N: 2025.06.10 Formalized agreement with UMass Global
- Exhibit O: Example of Teacher Agreement HCCTS K-12 Single Subject Credential Pathway
- Exhibit P: Mentor Teacher Job Description (Full Time)
- Exhibit Q: Edjoin Mentor Teacher Job Posting
- Exhibit R: Mentor Teacher at Highlands Community Charter School - Sacramento _ EDJOIN.pdf
- Exhibit S: 4112.3 BP Teacher Credentialing Reimbursements
- Exhibit T: Teacher Retention Bonus Agreement
- Exhibit U: 4212.8 BP - Anti-Nepotism and Employment of Relatives

C. HCCS Instructional Minutes

Demonstrating fiscal mismanagement and its non-compliance with the law, HCCS has received ADA funds while not meeting requirements for collecting ADA apportionment as outlined by the Education Code. Specifically, Education Code 47612.5(e)(1) states: "For purposes of calculating average daily attendance for classroom-based instruction apportionments, at least 80 percent of the instructional time offered by the charter school shall be at the schoolsite, and the charter school shall require the attendance of all pupils for whom a classroom-based apportionment is claimed at the school site for at least 80 percent of the minimum instructional time required..."

- *It was observed by Scott Leaman and Dennis Snelling (TRUSD Contractors/Consultants) that **some** students were being sent home with packets, arriving and leaving continuously without intending to stay, and provided work packets as part of the instructional day.*

- *HCCS submitted ADA revisions for 22-23 and 23-24 school years to address classes taught by non- credentialed teachers and to address items identified by the Attendance Report authored by Dennis Snelling, but the revisions did not address this violation.*
- *Further compounding the issue and contributing to the disallowed ADA, is the fact that HCCS discarded attendance records, thereby removing any documented evidence of student attendance, which is necessary to verify the accuracy of enrollment reported for ADA.*
- *HCCTS is required to address the practices outlined above and the disallowed ADA resulting from the violation of Ed. Code.*
- *The District is issuing the NOV as part of our oversight responsibilities to address HCCS' failure to meet the requirement for at least 80% of instruction to be offered at the school site.*

Highlands Community Charter and Technical Schools (HCCTS) acknowledges that past classroom observations identified instances where ***some*** students arrived late, left early, or were provided instructional packets when departing. However, Highlands is appealing the State Auditor's findings for both schools because it has always maintained a written policy requiring daily attendance that was and is communicated in the student handbook (Exhibit V) and reinforced during new student onboarding.

In regard to disallowed ADA, there were numerous flaws with the state audit process as noted in our request for summary review for Highlands that was filed with the Education Audit Appeals Panel and the formal appeal that was filed with the Education Audit Appeals Panel for CICA. Among them was the assertion in the state audit report that Highlands did not do enough to enforce its attendance policy, which led to the conclusion that the schools owed back a significant amount of apportionment to the state. Please see our attached appeal and supporting documents (Exhibits W & X) for more information on the legal and factual issues in dispute.

It is important for you to know that Highlands staff made substantial efforts to engage students, including phone calls, texts, and emails during the audit period. More than 5,000 outreach contacts specifically regarding attendance were recorded during the state audit period (Exhibit Y). Highlands also offered wrap-around support such as food pantries, clothing closets, and counseling to reduce barriers to attendance. Technology access was suspended when students were disenrolled for non-compliance.

In short, Highlands is appealing the State Auditor findings because we believe that the Auditor misinterpreted the law and did not consider records provided by Highlands that demonstrate efforts to enforce its attendance policy. Because the appeals process is ongoing, we do not have a final decision as of the date of filing this NOV response, but Highlands is diligently pursuing this appeal.

Highlands also recognizes that its handling of paper back-up records for attendance was inconsistent. While PowerSchool serves as the official record of attendance under Education Code § 44809 and 5 C.C.R. § 401, paper records were intended to provide redundancy in case of system outages. Some records were not centralized, creating the perception that they had been discarded. TRUSD staff are welcome to review our paper attendance records at any time. Highlands acknowledges that best practice is to retain these back-up records for at least three years and has committed to doing so going forward (Exhibit Z).

Notwithstanding the fact that Highlands believes in good faith that they met all legal requirements during the period reviewed by the State Auditor, in response to the state audit and district oversight, Highlands has taken the following additional steps:

- Surveyed all sites to confirm the retention of thousands of paper records from the last three years
- Adopted new procedures to ensure consistent retention of both digital and paper records (Exhibit Z)
- Standardized attendance enforcement across sites, with clear protocols for outreach and intervention (Exhibit Y)
- Contracted with Schoolhouse Partners, LCC to complete a forensic audit (Exhibit AB)

Highlands is committed to continuous improvement in this area. We will ensure attendance expectations are consistently communicated, enforcement is applied uniformly across all sites, and records are retained in accordance with law and best practice (Exhibit Z). Our goal is not only compliance, but to strengthen the systems that keep students engaged, supported, and on track to succeed (Exhibit AA).

To improve in the areas of attendance tracking and enforcement, HCCTS has taken corrective action to address and resolve these concerns, as outlined below. HCCS has strengthened both policies and record-keeping practices as follows:

1. Attendance Enforcement
    a. 5111.5 Disenrollment and Involuntary Removal (Revised and Approved 03/20/2025) - Outlines the involuntary disenrollment for students who accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them (Exhibit AD).
    b. 5113.1 BP Attendance Enforcement (Approved 03/20/2025) - Outlines 80% attendance rule (Exhibit AA)
    c. 5120 BP Satisfactory Academic Progress (Approved 03/20/25) - Outlines students must maintain active attendance. Requires that all manual attendance records, including sign-in sheets, be retained for a minimum of three years in accordance with the California Code of Regulations, Title 5. (Exhibit AC)

d. 5131 BP Student Conduct (Revised and Approved 03/20/2025) - Outlines the ramifications of students who forge attendance records (Exhibit AE)
e. 6164.5 BP Student Success Teams (Revised and Approved 04/25/2025) - Outlines interventions to support students reportedly struggling with attendance (Exhibit AF)

2. Updated Bell Schedules for the 2025-2026
    a. Contains 5 periods rather than 3 periods for the AM schedule (Exhibit AG)
    b. Has only one track (Exhibit AI)
    c. Meets the minimum number of instructional minutes (Exhibit AH)
    d. Has only one PM schedule for all sites, rather than three (as in the 2024-2025 school year) (Exhibit AG)

3. Class Sizes
    a. 6151 BP Class Sizes and Enrollment (Approved 5/15/2025) - Sets class size and enrollment guidelines to support instruction and student success. Ensures manageable student-to-teacher ratios and adapts to program needs. Aligns class sizes with physical space limits and adjusts as needed (Exhibit AJ)
    b. 6170 BP Student-to-Teacher/Paraeducator Ratios (Approved 6/5/2025) - Sets student-to-teacher and paraeducator ratios to support instructional quality and safety. Limits general class sizes to 40:1 and follows legal ratios for independent study. Assigns paraeducators based on need, targeting 1 per 120 students. Provides extra support for students with SST or 504 plans (Exhibit AK)
    c. 7110 BP Physical Classroom Capacity (Approved 5/15/2025) - Defines and enforces classroom capacity limits to comply with safety codes and building regulations. Coordinates capacity limits with enrollment policies to support safe attendance (Exhibit AL)

4. Additional Attendance Measures:
    a. Automated Attendance Notifications: Robocalls and text alerts will immediately notify students of attendance deficiencies.
    b. Enhanced Teacher Training: Teachers will receive strengthened training on attendance monitoring and engagement tracking.
    c. The 80% Attendance Rule: Students must maintain at least 80% attendance to remain engaged in learning, per California Education Code § 51747. (Exhibit AA)
    d. Administrative Spot Checks: School administrators will conduct random compliance checks to ensure adherence to attendance policies.
    e. Updated Tiered Re-engagement Framework: Students with persistent attendance or academic progress issues will follow a structured re-engagement process.

Those who fail to improve despite interventions may be disenrolled in accordance with school policy BP 5111.5. (Exhibit AD)

HCCTS has taken all steps that it can to improve attendance policies, re-engagement strategies, and employee training to ensure students are re-engaged when there are attendance concerns. These changes should fully cure any outstanding concern that the District could have relating to attendance going forward. HCCTS also has taken all steps necessary to pursue its appeals of apportionment findings with regard to the state audit period where it believes that it met all legal requirements. There is nothing more that HCCTS can do with regard to the audit appeals until such time as a decision is made by the Education Audit Appeals Panel

HCCTS Evidence

- Exhibit V: HCCS Student Handbook
- Exhibit W: Request for review to Education Audit Appeals Panel
- Exhibit X: Request for Formal Appeal for CICA
- Exhibit Y: PowerSchool logs related to attendance
- Exhibit Z: 3581 BP Data Retention and Record Management
- Exhibit AA: 5113.1 BP Attendance Enforcement
- Exhibit AB: School House Partners - Forensic Auditors
- Exhibit AC: 5120 BP Satisfactory Academic Progress
- Exhibit AD: 5111.5 Disenrollment and Involuntary Removal
- Exhibit AE: 5131 BP Student Conduct
- Exhibit AF: 6164.5 BP Student Success Teams (SSTs)
- Exhibit AG: Bell Schedule 2025-2026
- Exhibit AH: HCCS Instructional Minutes
- Exhibit AI: Academic Calendar 2025-2026
- Exhibit AJ: 6151 BP Class Sizes and Enrollment
- Exhibit AK: 6170 BP Student-to-Teacher/Paraeducator Ratios
- Exhibit AL: 7110 BP Physical Classroom Capacity

D. HCCTS Exclusive Partnership Agreement

"Instruction must be provided exclusively in partnership with Workforce Innovation and Opportunity Act (WIOA) programs."

- *During its 2024–25 oversight review, the District discovered that HCCTS had allowed individuals who were non-students to participate in its Career Technical Education (CTE) Truck Driving program.*
- *The practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through 2024-25.*
- *The WIOA partnership agreement requires instruction to be provided exclusively in partnership with WIOA.*

- *Providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff's Office, and the Sacramento Police Department, violates this agreement.*
- *The District is issuing the NOV as part of our oversight responsibilities to address the breach of the exclusive partnership agreement and all resulting funds tied to the agreement.*

Highlands acknowledges that past practices in the Truck Driving program violated the requirements of our Workforce Innovation and Opportunity Act (WIOA) partnership agreement, which stipulates that instruction must be provided exclusively in partnership with WIOA programs. Beginning in 2014, and with the support of prior leadership, non-students were allowed to participate in the program through informal arrangements with outside organizations.

Highlands takes full responsibility for this lapse. Under current leadership, the practice has been ended and corrective steps have been taken to ensure compliance. Specifically:

- A formal investigation was completed by the Director of HR in 2024–25 (Exhibit AM).
- Disciplinary action was taken against an employee.
- A stop notice was issued in December 2024 prohibiting non-student participation (Exhibit AN).
- Between December 2024 and January 2025, Highlands discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office.
- On January 6, 2025, Highlands officially ended all non-student participation across programs (Exhibit AO).
- The Truck Driving program was suspended and will remain paused until Highlands can ensure full compliance with WIOA requirements, its charter, and the MOU.

These actions have fully cured the issue. Moving forward, Highlands has strengthened oversight of program partnerships, reinforced compliance training for staff, and adopted new safeguards to ensure all instruction aligns exclusively with WIOA requirements. This reflects our commitment to correcting past mistakes, complying with all partnership agreements, and ensuring that every program we operate directly serves only enrolled students.

Attached you will find the following documents showing progress made by HCCTS regarding the truck driving program:

- Exhibit AM: 2025.03.28 Letter from HCCTS detailing investigation into the Truck Driving program

- Exhibit AN: 2024.12.02 TRUSD Findings Regarding Truck Driving
- Exhibit AO: 2024.12.02 Truck Driving Program Follow-up

IV. FISCAL MISMANAGEMENT

A. HCCTS San Diego Location

Engaged in fiscal mismanagement.

- *The condominium advertises being able to "watch the ballgame from your balcony" and is the highest priced unit in the facility.*
- *The decision to engage in this exorbitant real estate transaction, even though students were not in or around the area is questionable.*
- *Compounding the issue is the fact that the admin facility lacks any direct connection to educational services or student benefit demonstrating a fiscal mismanagement.*
- *The District is issuing the NOV as part of our oversight responsibilities to ensure that HCCTS address the fiscal mismanagement.*

Highlands acknowledges that the decision to lease a condominium office in San Diego was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students. While the space was briefly used by a remote employee and originally intended to support exploration of expansion opportunities, the location did not provide meaningful educational value. We recognize that this was poor judgment under prior leadership and understand the District's concern that this constituted fiscal mismanagement.

Highlands has since vacated the property and taken corrective steps to minimize the financial impact. We engaged Newmark Realty on March 27, 2025, to sublease the space, revised the listing in June 2025, and remains prepared to accept any commercially reasonable offer. While it is not possible to control the timing of sublease offers, Highlands is committed to recouping as much value as possible and bringing this matter to resolution (Exhibit AP and Exhibit AQ).

This decision reflects mistakes of the past. Moving forward, Highlands has implemented stronger financial controls and multi-level approval processes to ensure that all facility and spending decisions are directly tied to student learning and educational services. These safeguards are designed to prevent similar errors and to reinforce our commitment to fiscal responsibility, transparency, and compliance.

Attached below you will find:

- Exhibit AP: Sublease Agreement for San Diego
- Exhibit AQ: Sublease Marketing Materials by Newark Realty

B. HCCS Marysville 2 Location

"engaged in fiscal mismanagement" regarding the allegations listed below:

- *HCCTS terminated the lease effective November 30, 2024, with an agreement that obligates HCCTS to continue paying $33,639.80 in lease payments through April 30, 2026.*
- *HCCTS sold publicly funded equipment (valued at $52,494.34) to the City of Marysville f or $1.00.*
- *The ongoing lease payments, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use constitute fiscal mismanagement.*

Highlands acknowledges that the decision to open and lease the Marysville 2 site under prior leadership was unsound and did not reflect appropriate planning or stewardship of public resources. Entering into the lease and purchasing equipment were poor decisions that created the appearance — and in practice, the reality — of fiscal mismanagement.

In November 2024, Highlands reached a termination agreement with the City of Marysville that ended the lease early (Exhibit AR). While Highlands remains obligated to make lease payments through April 2026, this arrangement resulted in a net savings of approximately $88,000 compared to the original lease terms. The transfer of equipment for $1 was part of the inducement necessary to secure this early termination and avoid further taxpayer losses (Exhibit AS and Exhibit AT).

While this solution limited financial damage, Highlands acknowledges that the initial decision to enter into the lease and purchase equipment without a detailed instructional or operational plan was a mistake. This is an important lesson, and the current administration is committed to ensuring that all future facility decisions are grounded in sound strategic planning, tied directly to student benefit, and compliant with the requirements of MOU Amendment No. 3.

This matter has been resolved to the fullest extent possible given the circumstances created under prior leadership. Moving forward, Highlands has implemented stronger financial controls and multi-level approval processes to ensure that no facility or equipment decisions are made without thorough analysis, transparency, and clear educational purpose. The current administration did not have the ability to prevent or unwind those initial decisions. Instead, our responsibility now is to mitigate losses and resolve the matter as prudently as possible.

Marysville 2 – Lease, Oversight, and Financial Summary Timeline

1. **May 1, 2023 – Lease Execution**
   HCCTS entered into a lease with the City of Marysville for Bryant Field at $2,000/month

with a 3% annual increase. Intended use: CTE training site (landscaping, sports officiating) and community events. (Exhibit AU and Exhibit AV)

2. **June 24, 2023 – Sponsorship Event**
   HCCTS hosted "Highlands Night at the Ballpark" with approximately 250 attendees. This event was conducted under the $25,000 sponsorship agreement with the Marysville Drakes.

3. **March 14, 2024 – First TRUSD Notice of Concern**
   TRUSD raised concerns about the site's use, lack of student enrollment, and legality of the $25,000 sponsorship.

4. **April 5, 2024 – HCCTS Initial Response**
   HCCTS clarified CTE plans, explained the sponsorship as a marketing expense, and explained lease terms.

5. **June 17, 2024 – TRUSD Follow-Up Letter**
   TRUSD questioned the lease-before-enrollment practice and raised student health/safety concerns due to the site's outdoor-only nature.

6. **July 23, 2024 – HCCTS Second Response**
   HCCTS reiterated program planning steps, outlined the plan to expand officiating in August 2024, and confirmed indoor fallback at Marysville 1.

7. **August 15, 2024 – Third TRUSD Notice of Concern**
   TRUSD requested a final decision on the site's future and additional documentation on the sponsorship under Ed Code §47604.3.

8. **September 24, 2024 – HCCTS Response**
   HCCTS acknowledged staffing issues, stated that they had no knowledge of how the $25,000 was used by the Drakes, and confirmed lease termination discussions. (Exhibit AW)

9. **October 16, 2024 – TRUSD Closure of Sponsorship Inquiry**
   TRUSD determined no further action was required regarding the sponsorship and asked to be informed of the lease status. (Exhibit AY)

10. **November 30, 2024 – Lease Termination Executed**
    The lease was mutually terminated. HCCTS agreed to pay $33,639.80 in lease-equivalent payments through April 30, 2026, and transferred $52,494.34 in equipment to the City for $1, with rights to reclaim if HCCTS reuses the site.

11. **January 14, 2025 – HCCTS Lease Termination Report**
    HCCTS formally confirmed lease closure, financial commitments, and equipment disposition with the right of retrieval.

12. **February 19, 2025 – Final HCCTS Report**
    HCCTS documented the marketing event ("Highlands Night at the Ballpark"), confirmed equipment transfer, and noted the option to return if CTE programs are re-established. (Exhibit AZ)

13. **June 9, 2025 – TRUSD Notice of Violations and Revocation Consideration**
TRUSD issued a formal letter identifying alleged violations by HCCTS, including:
- Misuse of public funds for a private baseball team
- Program inactivity during the lease term
- Transfer of $52,000+ in equipment for $1
- Continuation of lease-equivalent payments post-termination

Evidence
- Exhibit AR: Mutual Termination of Lease Agreement
- Exhibit AS: Marysville_Expenses Chart
- Exhibit AT: Itemized Equipment from Marysville 2
- Exhibit AU: Marysville_Baseball field Lease agreement
- Exhibit AV: Marysville 2_Lease agreement
- Exhibit AW: 2024.09.24 Response NOC_RFI Marysville 2
- Exhibit AY: 2024.10.16 Letter from TRUSD with findings regarding Marysville 2
- Exhibit AZ: 2025.02.19 Letter from HCCTS explaining use of equipment following termination of Marysville 2 lease

V. Employment of Celebrities & Professional Athletes and Use of Public Funds

The District has asked Highlands to provide additional information regarding past employment arrangements for individuals identified as "professional/celebrity athletes." Highlands has previously shared details on this matter and offers the following to close out all outstanding questions.

Under prior leadership, salaries and job classifications for these employees were not aligned with established job descriptions or salary schedules. Highlands acknowledges that this was a mistake and understands the District's concern.

Since then, Highlands has taken corrective action:

- Job descriptions for the relevant positions were updated and formally approved by the Board.

- Roles were reviewed and reclassified to ensure alignment with board-approved duties and appropriate compensation structures.

- These employees are no longer employed by Highlands as of the 2025–26 school year so this is not an ongoing issue..

Highlands also recognizes that these issues were symptomatic of a broader lack of policies and procedures to govern hiring, compensation, and promotions. To address this, Highlands has engaged Jennifer Lopez Consulting, LLC to conduct a comprehensive review of all related

policies, with recommendations due by December 2025. The Board will consider these recommendations to ensure consistent, transparent practices moving forward.

We further acknowledge the State Auditor's finding that the absence of clear policies created the potential for inequity and favoritism. Highlands is committed to fully implementing the Auditor's recommendations and to ensuring that compensation practices are fair, transparent, and aligned with both law and best practice. Recommendations 22 and 23 from the State Audit Report are below, along with our current status of implementation.

Recommendation 22

To ensure that pay is assigned equitably and based on merit and performance, Highlands should implement policies by December 2025 to create a merit-based structure for devising its salary schedules, evaluating staff, assigning salaries and salary increases, and deciding on annual bonus amounts.

HCCTS BP 4111 (Exhibit BA) establishes the requirement for a structured hiring process including screening of candidates, panel interview requirements, and offers of employment. HCCTS Board Policy 4111.2 (Exhibit BB), establishing a structured and equitable promotion process that recognizes demonstrated competence. In alignment with these policies, HCCTS will collaborate with an independent contractor to develop policies and procedures that ensure a fair and consistent pay structure. Additionally, HCCTS has implemented staff evaluations through the third-party platform Frontline, providing a centralized system for storing and referencing all evaluations.

Recommendation 23

To prevent favoritism and pay inequity, Highlands should, by December 2025, implement a policy to adhere to its salary schedules and not allow executive management to approve increases outside of salary schedule limits.

Currently no employees at HCCTS have salaries that are outside of the salary schedule based on their job description. HCCTS's new Chief Operations Officer (COO) is currently reviewing all salaries to identify and address potential pay inequities and continuing to improve the process of determining starting salaries for all employees. The COO will work with an independent contractor to ensure that a comprehensive set of policies and procedures, including salary schedules and pay increases, is in place and fully implemented by January 2026.

Evidence

- Exhibit BA: 4111 BP
- Exhibit BB:4111.2 BP

VI. SUMMARY

This response provides evidence that HCCS has either already fully cured or has taken every possible step to cure all of the concerns raised by the District and will continue to vigorously pursue resolution of the few items that are outside of the school's control.

EXHIBIT A

2024.12.02 HCCTS Response Grade 9 and 10

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 2, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Evidence

Dear Ms. Warta,

We have prepared the following response to the TRUSD request for evidence regarding the statement of HCCS approval of adding grades 9 and 10 through a non-material revision process.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Grades 9 and 10
Before adding grades 9 and 10, HCCS enrolled students in grades 1, 2, and 12. In the 2018-2019 school year, there was political pressure from the capitol to enroll all students in high school following a misunderstanding that HCCS had 40-year-old students enrolled in first and second grades with children. HCCTS serves adult students aged 22 and older. However, our students were never in classes learning with children. To address this, in the 2020-2021 school year, HCCTS added high school grades 9 and 10.

HCCTS communicated with TRUSD via email and phone about these changes on several occasions. TRUSD Administration strongly encouraged the change to a 9-12 grade span to more accurately reflect the students we serve and would not require a material revision to the charter. While HCCTS does not possess email evidence of this exchange on October 29, 2020, these communications are reflected in the 2019-2020 Annual Oversight Report from TRUSD drafted on July 7, 2020. The report, which was drafted by Francie Heim of School Business Solutions, clearly states: "It should be noted that Highlands serves ages 22 and older. Before 2020-21, Highlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student.)"

Please see an excerpt from the report below. Attached is the complete report by School Business Solutions, TRUSD Oversight consultant, which was provided to HCCTS in July 2020.

It should be noted that Highlands serves age 22 and older. Before 2020-21, HIghlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student).

Highlands LCFF Funded ADA			
	K-3 ADA	9-12 ADA	Total
2020-21		2,550.00	2,550.00
2019-20	1,750.28	251.05	2,001.33
2018-19	1,178.80	267.09	1,445.89
2017-18	1,003.65	245.26	1,248.91
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

Please reach out if you have any additional questions.

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

June 7, 2021

HIGHLANDS COMMUNITY CHARTER SCHOOL OVERSIGHT REPORT

Prepared by Francie Heim, School Business Solutions LLC

This report summarizes the Highlands Community Charter School (Highlands) for 2019-20 school year activities and includes an update on the 2020-21 school year.

Key Data Points	2017-18	2018-19	2019-20
October Enrollment	1,856	1,980	3,336
Socioeconomically Disadvantaged	89.06%	94.70%	92.24%
English Learners	85.88%	87.10%	90.32%

The report will be divided into seven parts and are aligned with TRUSD board policy on charter oversight.

Part 1 Compliance with Legal Requirements (Board Policy)
Part 2 Student Outcomes and LCAP (Board Policy)
Part 3 Fiscal Condition (Board Policy)
Part 4 Key Demographic Data
Part 5 Site Visit Observations
Part 6 Summary
Part 7 Appendix

TWIN RIVERS UNIFIED BOARD POLICY
MONITORING CHARTER SCHOOL PERFORMANCE

The Superintendent or designee shall monitor the charter school to determine whether it **complies with all legal requirements** applicable to charter schools, including making all reports required of charter schools in accordance with Education Code *47604.32*. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the **measurable student outcomes** set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its **local control and accountability plan (LCAP).**

The Board shall **monitor the fiscal condition** of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

PART I

Board Policy:
The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

Highland states they filed all required reports with their office, and there are no known violations of law. TRUSD states that all required reports have been filed, and there are no known items to report.

The annual independent audit for 2019-20 is an unmodified opinion. The audit report did restate the ending fund balance, with a $78K accounts receivable overstatement adjustment for Highlands and $15 K for CA Innovative Career Academy.

PART 2

Board Policy:
The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for alternative programs as students do not take the Smarter Balanced Assessments taken in traditional K-12 schools. In March 2019-20, the pandemic resulted in limited data collection and suspended the traditional LCAP process.

Highlands does continue to test students regularly with the CASAS test, which is required as part of the workforce investment grant.

The most recent LCAP (2018-19/2019-20) noted the following:

Goal 1: Improve Academic Performance School-wide.

Outcome: We expect our English Learners (EL) students to make significant progress in the Comprehensive Adult Student Assessment System (CASAS) Reading Assessment, our EL reclassification rate to Re-Designated English Proficient (RFEP) to increase, and 50% of our identified high school students to show increase in their CASAS scores in either ELA or Math. We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment exceeding our goal of 52%. Shifting significant resources to additional para-educators

has been highly effective. Highlands exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to Highlands with Master's Degrees and a wealth of teaching experience but need their Designated Subjects Credential. The use of our 'Navigators' to assist transition from EL classes to defined high school level courses.

Goal 2: Improve College and Career Preparedness through increased research based practices and strategies with increased career-technical educational (CTE) opportunities for all students.

Outcome: 65% of our eligible students complete a defined College or Career Pathway. This includes expanding our CTE Pathways, thereby, increasing the number of options available to students. Highlands is committed to students' success and providing opportunities to obtain a livable wage lifestyle. Highlands provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Medical Assisting, Cosmetology, Manicuring, Entrepreneurship and Culinary Arts.

Goal 3: Increase Student Engagement and Enhance School Climate.

Outcome: Highlands has supported student and alumni achievement by investing in additional para-educators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our school wide GPA goal of 2.77 to 3.44. Highlands is on course to meet our high school graduation goal of 41%. We exceeded our goal of 60% of non-exempt alumni gaining and maintaining employment with 62%. 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%. Highlands provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Goal 4: Increase instructional technology use to improve student achievement and career readiness.

Outcome: The number of our students that now have access or use a computer in their daily life is 87%. We increased our overall number of available student computers to 1:4 ratio. The overall goal is to attain a 1:1 level.

Goal 5: Increase stakeholder and community engagement in the students' education and school and community life.

Outcome: Of the 79% of Highlands' students who have children, 67% are actively parenting. Our expansion of play care programs and summer camp activities provide a rich learning environment while allowing their parents to attend school. Highlands' partners with both Twin Rivers Unified School District and Family Hui program to provide supplemental parent education programs.

LCAP

Education Code 47604.32 requires the charter authorizer to review the LCAP as a part of authorizer oversight duties. The TRUSD team has done a review and provided recommendations to Highlands on changes that should be reflected in a revised LCAP (Appendix D). A summary of the LCAP highlights is shown in Appendix C.

Dashboard Alternative School Status (DASS)

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). This new accountability system, the California School Dashboard (Dashboard), contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. Because these state indicators and standards were developed for traditional (non-alternative) schools, a different measurement tool was needed for Alternative Schools. The Dashboard Alternative School Status (DASS) program replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable for modified methods of measurement for accountability indicators, when appropriate.

Highlands DASS 2018-19

Basics: Teachers, Instructional Materials, Facilities	Met
Implementation of Academic Standards	Met
Parent Engagement	Met
Local Climate Survey	Met
Access to a Broad Course of Study	Met
Chronic Absenteeism	88.6% (increase over the PY* 1%)
Suspension Rate	-0-
Graduation Rate	15.3% (decline over the PY 3.5%)
College/Career	-0- Prepared, 1.6% approaching prepared (PY -0- prepared, 13.8% approaching prepared)

*Prior Year (PY)

Highlands notes that the decline in graduation rate is due in part to students transferring to the CA Innovative Career Academy charter in order to complete remaining credits under an independent study setting.

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

PART 3

Board Policy
The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

Highlands was financially solvent at the close of 2019-20. The audit report reflects unrestricted net assets of $1.28 M at the close of 2019-20. The level of borrowing is concerning, with $2.6 M in revenue anticipation notes (RANs) outstanding at the close of 2019-20 and a $3 M PPP (Paycheck Protection Program) loan payable. An additional $ 6.6 M in RANs were issued in 2020-21.

1	Highlands Community Charter School				
2	Statement of Financial Position Audited Financial Statement				
3		2016-17	2017-18	2018-19	2019-20
4	Cash		1,204,755	1,142,841	2,804,724
5	Accounts Receivable	3,018,358	2,277,556	3,496,529	4,600,306
6	Prepaid	85,435	29,622	30,650	136,177
7	Fixed Assets	215,472	253,034	1,451,059	1,378,849
8	Deposits	8,613	20,263	21,763	21,763
9	Total Assets	3,327,878	3,785,230	6,142,842	8,941,819
10					
11	Cash Overdraft	93,622			9,970
12	Accounts Payable	797,019	559,518	777,520	1,386,511
13	Accrued Expense	359,705	585,816	879,998	653,515
14	Notes Payable	935,000	572,000		
15	Revenue Anticipation Notes				2,634,489
16	PPP loan payable				2,973,000
17	Factoring Agreement		750,000	3,703,942	
18	Total Current Liabilities	2,185,346	2,467,334	5,361,460	7,657,485
19	Restricted	91,132			
20	Unrestricted	1,051,400	1,317,896	781,382	1,284,334
21	Total Net Assets	1,142,532	1,317,896	781,382	1,284,334
22	Total Net Assets & Liabilities	3,327,878	3,785,230	6,142,842	8,941,819

The TRUSD business team, with leadership provided by Kate Ingersoll, does a detailed review of Highlands budget, interim reports, audit, and LCAP.

Cash and Borrowing Notes:

- Highlands ended 2016-17 with a zero cash balance.
- In August 2017, Highlands issued Revenue Anticipation Notes, Series A (RANs) for $2,900,000 at 5% interest, maturing on September 15, 2018.
- In 2017-18, Highlands used a factoring agreement ($750 K) for cash flow, at the cost of $22K.
- In 2018-19, Highlands used a factoring agreement ($8.55M) for cash flow at the cost of $424 K.
- In 2019-20, Highlands paid off the factoring agreement.
- In 2019-20, Highlands/CA Innovative Career Academy issued RANs for $7M with net proceeds of $5,065 M. $1.9 M was to pay off a previous factoring agreement. The total cost of issuance is significant, along with 4% interest.
- In 2019-20, Highlands received a $3 M PPP loan at 1% interest and may be eligible to apply for loan forgiveness.
- **In 2020-21 (August 2020), Highlands/CA Innovative Career Academy issued RANs for $6.6 M with net proceeds of $6.25 M and 4% annual interest.**
- **Highlands provided follow-up information indicating the RAN was paid in full in March 2021. Highlands established a $9 M line of credit to utilize for cash flow.**

2020-21 SECOND INTERIM MULTI-YEAR PROJECTION SUMMARY

Based on data submitted in March 2021 (Second Interim Budget), Highlands projects to be fiscally solvent in 2020-21, 2021-22,2022-23 with a projected ending balance of $10.6 M in 2020-21 (line 7) at approximately 33% of expenditures. A 33% reserve is a greatly improved ending balance over the 2019-20 5% reserve.

	Highlands 2nd Interim MYP	2018-19 Actual	2019-20 Actual	2020-21 2nd Interim	2021-22 MYP	2021-22 MYP
1	**Actual/Projected ADA**	1,446	2,001	2,550	2,550	2,550
2	Income	18,505,584	25,966,222	41,018,789	37,244,976	38,303,794
3	Expenditures	19,042,098	25,385,167	31,707,548	33,108,958	34,476,666
4	Income Less Expenditures	(536,514)	581,055	9,311,241	4,136,018	3,827,128
5	Beginning Balance	1,317,896	781,382	1,284,334	10,595,575	14,731,593
6			(78,103)			
7	Ending Balance	781,382	1,284,334	10,595,575	14,731,593	18,558,721
* 2020-21 Beginning balance adjusted for audit fund balance $78,103 overstatement of accounts receivable						
8	**Ending Balance as % of Expense**	**4%**	**5%**	**33%**	**44%**	**54%**

PART 4

Other Key Data Elements

ADA (AVERAGE DAILY ATTENDANCE)/ENROLLMENT GROWTH OVER TIME

Highlands has grown from 207 students (October 2014 count) to 3,225 students (October 2020 count). Charters are funded based on current year P-2 ADA, a cumulative count of student attendance as of the last full school month ending on or before April 15. ADA is significantly less than ADA.

Due to the pandemic, 2020-21 ADA was frozen at the 2019-20 level with the ability to apply for growth ADA, which is why Highlands increased from 2,001 ADA to 2,550.

Highlands Enrollment ADA Trend			
Academic Year	Enrollment	ADA	ADA as % of Enrollment
2020-21	3,225	2,550	79%
2019-20	3,336	2,001	60%
2018-19	1,980	1,446	73%
2017-18	1,856	1,249	67%
2016-17	1,268	924	73%
2015-16	518	405	78%
2014-15	207	237	114%

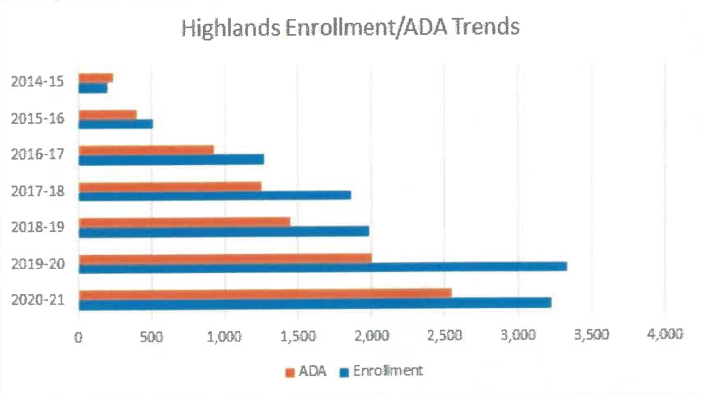

It should be noted that Highlands serves age 22 and older. Before 2020-21, HIghlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student).

Highlands LCFF Funded ADA			
	K-3 ADA	9-12 ADA	Total
2020-21		2,550.00	2,550.00
2019-20	1,750.28	251.05	2,001.33
2018-19	1,178.80	267.09	1,445.89
2017-18	1,003.65	245.26	1,248.91
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

ENGLISH LEARNERS

Highlands has 90% of the population identified as English Learners. A 90% identification rate is higher than TRUSD (33%), Sacramento County (17%), and the State (19%). As noted in the chart below, a significant number of languages are represented in the student population.

2019-20 English Learner	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	TBD	Total	EL as % of Total
Highlands	303	-	3,013	20	-	3,336	90.3%
Twin Rivers Unified	16,549	480	10,834	5,082	63	33,008	32.8%
Sacramento County	164,358	7,485	43,406	34,062	229	249,540	17.4%
State	3,600,001	273,950	1,148,024	1,133,977	7,049	6,163,001	18.6%

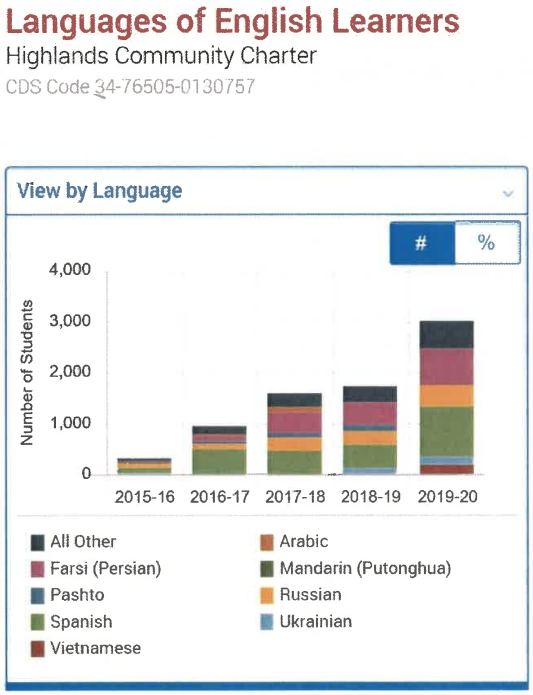

UNDUPLICATED PUPIL PERCENTAGE (UPP)

Highlands UPP was 98% in 2019-20. For funding purposes, the UPP calculation used in the LCFF formula is based on a three-year average and is capped at the UPP% of TRUSD.

1	Highlands UPP Count	2015-16	2016-17	2017-18	2018-19	2019-20
2	Total Enrollment	518	1,268	1,856	1,980	3,336
3	Free & Reduced Meal Program	335	810	1,646	1,828	3,077
4	Homeless	-	49	16	7	51
5	Direct Certification	8	21	45	19	8
6	Unduplicated FRPM Eligible Count	336	829	1,653	1,831	3,086
7	English Learner (EL)	311	946	1,594	1,725	3,013
8	CALPADS Unduplicated Pupil Count (UPC)*	455	1,099	1,778	1,961	3,273
9	UPP %**	87.84%	86.67%	95.80%	99.04%	98.11%

** Students are counted once to arrive at this total*

** Funded UPP based on three year rolling average and may be capped at % of authorizing LEA*

2019-20 EXPENDITURES

73% of expenditures were identified as program services. Approximately 62% of the budget is spent on salary and benefits of employees.

1	Highland 2019-20 Expenditures*	Program Services Education	Support Services, Mgmt, & General	2019-20 Total	PY Total
2	Certificated Salaries	5,358,756	23,868	5,382,624	
3	Classified Salaries	5,226,231	706,944	5,933,175	
4	Employee Benefits	3,984,485	333,213	4,317,698	
5	Books & Supplies	893,189	301,038	1,194,227	
6	Professional/Consulting/Operating Expenditures	3,131,381	4,918,037	8,049,418	
7	Depreciation		217,641	217,641	
8	Interest Expense		290,384	290,384	
9	Total	18,594,042	6,791,125	25,385,167	
10	% by Program/Support	73.25%	26.75%	100%	
11	Total Expenditures (less depreciation)			25,167,526	18,944,374
12	Total Employee Costs/Benefits			15,633,497	12,498,430
13	Total Employee Costs/Benefits as % of Total Expenditures			62.12%	65.97%

** per 2019-20 audit report*

PART 5

Site Visit Observations

Murdock Smith is the CEO/Director of Highlands and brings a passion and vision to the charter. Mike Reid is the Chief Operations Officer. Mike will be retiring in June 2021, and a leadership reorganization is underway.

Diana Gonsalves is a new addition to the team, serving as the Director of Fiscal Services. The charter continues to contract with Delta Management Solutions for back-office business support. Highlands is reviewing the possibility of bringing all business functions in-house. As requested in our last oversight report, the charter has added a "fiscal transparency" section to the website, providing budget and interim report updates.

Highlands received an outside consultant report (Terry Bradley, SBC) in May 2020. The report's scope was to review the organizational structure with an emphasis on the business services department. The report also requested a follow-up review of the FCMAT extraordinary audit (May 2018). There were many findings and recommendations, and a summary is provided below:

a) Recognition of the increase in student enrollment and a "healthy" general fund reserve.
b) Recognition of the leadership of Murdock (Doc) Smith and his high visibility in the organization
c) Recognition of the Board of Directors in their trust of the leadership team and holding the team accountable.
d) Improved communication among divisions in the organization was recognized. It was also noted that this is an area of continued focus to improve.
e) The utilization of technology should be a priority throughout the charter organization.
f) Based on interviews of HCCS staff, all 19 internal practices identified in the FCMAT extraordinary audit have been addressed. Staff feels the charter is a better organization due to the FCMAT study and will continue to improve as more systems are developed and implemented.
g) Internal controls need to be in place to ensure that only students 22 years of age or older without high school diplomas can register at HCCS. It should be noted that the October 2019 and October 2020 student counts show no student under the age of 22 enrolled.

The report recommended that further areas of focus/study should be:

Development of a succession plan for HCCS leadership positions.
Review of the existing organizational structure.
Completion of a cost/benefit analysis of establishing a "total" business office operation within the structure of HCCS.

No sites were visited this year due to COVID, but several zoom sessions were conducted with the Charter leadership team, and several classes were visited via zoom. The first meeting with Murdock Smith (CEO/Director), Michael Reid, and Charles Patillo was to establish the protocol and plan for zoom visits. After the class zoom visits, a meeting was held with Murdock Smith, Mike Reid, Katrina Tupper (Director of Instruction and Professional Learning), Niccole Scrogins (Director of Curriculum and Program).

The questions guiding the team discussion are shown in Appendix G. A summary of a year in review with challenges and successes is provided below as noted by the leadership team.

At the start of the pandemic, a distance learning specialist group was brought in to train staff and set the stage for remote learning. For some of the clients, a zoom environment improved attendance. Chromebooks, hot spots, Gmail accounts, were provided to students. "Digital navigators" assisted students and staff with technology. If a student was not in contact for five days, there was outreach to ensure students were OK. Food and clothing closets were provided to assist with other needs.

ADA was determined by google classroom, mobile app, zoom attendance, work submitted, and reading program log-ins. Highlands is considered a school of the district for special education purposes, and special education services are provided by TRUSD.

There were many challenges for teachers in adapting to a Zoom environment, but the success was seeing the great work at the end. The silver lining is the push over the finish line for staff and teachers (and students) on digital literacy (Nicole).

Challenges were the personal hardships, and success was the relationships and connections that were made. The silver lining was creating a system and structures for collaboration, with staff reaching out for more professional development opportunities (Katrina).

Challenge was never taking the foot off the accelerator and pivoting, and the success was creating more pathways for students (Mike).

Success was graduation with 138 graduates in January. Challenges were not receiving COVID funding like traditional school districts. The silver lining was the development of a learning management platform in-house. (Doc).

There were some very specific kudos to the TRUSD team:
Kate Ingersoll for working so closely with Diane Gonsalves and the business office team
Lori Grace for ongoing, consistent communication on COVID to the Highlands team that made them feel very supported by the district.
Kristen Coates for reaching out to ensure good communications with the team.
TRUSD police support, specifically noting an incident with an at-risk student, and the collaboration of the Highland team and TRUSD police department that prevented a potential suicide.

I attended the following Zoom classes:

English Learners	10:00 to 11:00	Tuesday16-Mar	7 students attending
English, History,Govnt	11:00 to 12:00	Tuesday16-March	1 student attending
Math	1:30 to 2:30	Tuesday16-Mar	4 students attending
English	6:00 to 7:00	Wednesday17-Mar	16 students attending
CDL Truck Driving	10:00 to 11:00	Thursday18-Mar	11 students attending
Beg English	11:00 to 12:00	Thursday18-Mar	15 students attending
Algebra (CICA)	5:15 to 6:15	Thursday18-Mar	1 student attending

General Impressions:
Teachers used technology appropriately, with some teachers excelling in providing engaging activities. Students were generally adept at using Zoom and had good connectivity. The English Learner classes were particularly engaging. Many of the students were women with small children, and it was a joy to watch their level of engagement in learning English. As noted previously in the report, attendance has improved since transportation, and child care barriers are no longer issues in a Zoom environment.

PART 6

SUMMARY

The Highlands team is passionate about its mission and vision and is committed to its students' success. They serve a diverse group of adults, primarily English Learners, under the Workforce Investment Act. The challenges are many. Chronic absenteeism is high at 88.6%, graduation rates are low at 15.3%, and college/career readiness indicators are -0- prepared and 1.6% approaching prepared (2018-19 data).

Our commendations to Highlands for bringing in an outside consultant to review operations and provide recommendations. The report (May 2020) was reviewed as part of this oversight report. The charter has implanted many of the recommendations.

Highlands should be commended for the quick response to align services to students in a virtual environment back in March 2020. As of this report (May 2021), Highlands is still providing services in a virtual environment.

In 2019-20, adequate controls were in place to ensure all students enrolled were age 22 or more.

Highlands has implemented a prior year recommendation that provides for fiscal transparency, with the website posting budgets and interim reports.

Highlands has been creative in partnering with the community on facilities near where the students and community needs are located. Appendix B provides the most current listing of 35 sites.

A stated concern in the past was a lack of cash flow and budget discipline necessary for a growing organization. Highlands has improved its fund balance. They have discontinued expensive factoring agreements used for cash flow. Highlands indicated that in March 2021, they repaid the RANs and acquired a $9M line of credit to utilize for cash flow purposes. They continue to contract with a charter "back office" for financial support but have added staffing in-house to improve financial/budgeting systems. They are projected to be fiscally solvent in 2019-20 and future years.

There continue to be legislative discussions to limit the ability of Charters to serve adults over the age of 22 and receiving LCFF funding. Highlands has been actively working to ensure legislators and others are aware of the impact of their work in the community.

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) Commissioners have determined Highlands Community Charter School (AD - AD) meets the ACS WASC criteria for accreditation and granted a Six-Year Accreditation Status with a Mid-cycle Two-day Visit through June 30, 2025.

PART 7

APPENDIX A HIGHLANDS MISSION/VISION (FROM WEBSITE)

Motto | Vision | Mission

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

SCHOOLWIDE LEARNER OUTCOMES (SLOS):

1. STUDENTS WILL DEMONSTRATE MEASURABLE ACHIEVEMENTS EACH TERM THROUGH ASSESSMENT.

2. STUDENTS WILL MAKE PROGRESS TOWARD THEIR CAREER GOALS.

3. STUDENTS WILL USE TECHNOLOGY TO COMMUNICATE FOR PERSONAL AND ACADEMIC USE.

APPENDIX B

Highlands Community Charter School's main campus is located at 1333 Grand Ave., Sacramento, CA 95838. HCCS students are currently served at 35 locations around the greater Sacramento region.

These sites listed may include jointly utilized California Innovative Career Academy sites.

Per the Charter Petition - All HCCS site are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the district.

	2018-19 Oversight Report Listing (March 2020)		Updated Listing (May 2021)
1	41st Street | 3821 41st Ave Suite 1, Sacramento, CA 95824	1	41st Avenue | 3821 41st Avenue, Suite #1, Sacramento, CA 95824
2	ARI - Alhambra | 2411 Alhambra Blvd # 100 Sacramento, CA 95817		
3	ARI - CB Wire | 5100 El Paraiso Ave, Sacramento, CA		
4	ARI - North | 5750 Sunrise Blvd #100 Citrus Heights, CA 95610	2	ARI - North | 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
5	Asher | 1215 Howe Ave. #101, Sacramento, CA 95825	3	Asher | 1215 Howe Avenue, #101, Sacramento, CA 95825
6	Bach Viet - North | 1050 Fulton Ave. #110 Sacramento, CA 95825	4	Bach Viet - North | 1050 Fulton Avenue, #110, Sacramento, CA 95825
7	Bach Viet | 1120 Fulton Ave. #F Sacramento, CA 95825	5	Bach Viet - Larkspur | 1100 Fulton Avenue, #F, Sacramento, CA 95825
8	Bach Viet - South | 6853 65th St. STE C, Sacramento, CA 95828	6	Bach Viet - South | 6853 65th Street, STE C, Sacramento, CA 95828
9	Bethany | 9880 Jackson Rd. Sacramento, CA 95827	7	Bethany | 9880 Jackson Road, Sacramento, CA 95827
10	Bowling - Lao Family | 7171 Bowling Dr. Sacramento, CA 95823	8	Bowling | 7171 Bowling Drive, #1120, Sacramento, CA 95823
11	Clay Street | 3805 Clay Street, Sacramento, CA 95838	9	Clay Street | 3805 Clay Street, Sacramento, CA 95838
12	Cosmo | 3500 Fulton Ave, Sacramento, CA 95821	10	Cosmo | 3500 Fulton Avenue, Sacramento, CA 95821
13	Crossroads | 7011 Sylvan Rd. Suite A, Citrus Heights, CA 95826		
14	Faith Legacy | 2532 Whitney Ave. Sacramento, CA 95821	11	Faith Legacy | 3532 Whitney Avenue, Sacramento, CA 95821
15	Grand | 1333 Grand Avenue Sacramento, CA 95838	12	Grand Avenue | 1333 Grand Avenue, Sacramento, CA 95838
16	Folsom Blvd | 10017 Folsom Blvd. Sacramento, CA 95827	13	Folsom Blvd | 10017 Folsom Blvd, Sacramento, CA 95827
17	GSUL | 3725 Marysville Blvd. Sacramento, CA 95838	14	GSUL | 3725 Marysville Blvd, Sacramento, CA 95838
18	Gurnick | 8810 Cal Central Drive, 3rd Floor Sacramento, CA 95826	15	Gurnick | 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
19	Holy Cross | 800 Todhunter Ave. West Sacramento, CA 95605	16	Holy Cross | 800 Todhunter Avenue, West Sacramento, CA 95605
20	Industrial | 8180 Industrial Pkwy. Sacramento, CA 95824	17	Industrial | 8180 Industrial Pkwy, Sacramento, CA 95824
21	Maple | 3301 37th Ave. Sacramento, CA 95824	18	Maple | 3301 37th Avenue, Sacramento, CA 95824
22	Marconi | 2435 Marconi Ave. Sacramento, CA 95821	19	Marconi | 2500 Marconi Avenue, #120, #150, Sacramento, CA 95821
23	Marysville | Notre Dame: 715 C St. Marysville, CA 95901	20	Marysville | Notre Dame: 715 C Street, Marysville, CA 95901
24	McClellan | 3144 Palm St. Building 826 McClellan Park, CA 95652	21	McClellan | 3144 Palm Street, Building 826, McClellan Park, CA 95652
25	OLOG - Guadalupe | 711 T St. Sacramento, CA 95811	22	OLOG - Guadalupe | 711 T Street, Sacramento, CA 95811
26	Opening Doors | 1111 Howe Ave. #115 Sacramento, CA 95825	23	Howe Avenue | 1111 Howe Avenue, #115, Sacramento, CA 95825
27	Opening Doors | 1111 Howe Ave. #655 Sacramento, CA 95825	24	Howe Avenue | 1111 Howe Avenue, #655, Sacramento, CA 95825
28	SALAM | 4545 College Oak Dr. Sacramento, CA 95841	25	SALAM | 4545 College Oak Drive, Sacramento, CA 95841
29	SHRA - Marina Vista | 30 Seavey Circle Sacramento, CA 95818	26	SHRA - Marina Vista | 30 Seavey Circle, Sacramento, CA 95818
30	St. Anne's | 7720 24th St. Sacramento, CA 95832	27	St Anne's | 7720 24th Street, Sacramento, CA 95832
31	Elder Creek | 8401 Jackson Rd, Sacramento, CA 95826		
32	St. Matthews | 2300 Edison Ave. Sacramento, CA 95821	28	St Matthews | 2300 Edison Avenue, Sacramento, CA 95821
33	St. Rose | 5945 Franklin Blvd. Sacramento, CA 95824	29	St Rose | 5961 Franklin Blvd, Sacramento, CA 95824
		30	Alhambra | 2331 Alhambra Blvd, Sacramento, CA 95817
		31	ARI - South | 6270 Elder Creek Road, Sacramento, CA 95824
		32	Lao Family Oakland | 2325 East 12th St, Oakland, CA 94601
		33	Pavilions South | 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
		34	Pavilions South | 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
		35	Saint John's | 8401 Jackson Rd, Sacramento, CA 95826

APPENDIX C

Greatest Progress

At Highlands, we are proud of increasing services to our unduplicated students by leveraging a variety of funding sources. One of our most creative and innovative services continues to be the deployment of a mobile clothes closet and library which was financed through base funding. Many Highlands students live in poverty and for two years now a free clothes closet was established at our main campus to provide clothes to needy students and their families. Due to the overwhelming success of this project and the high demand for these clothes, and to provide access for students at other sites, Highlands purchased an RV which can now take the clothes to students at all 24 auxillary sites. Additionally, as our students have often indicated their desire for books to read at home, the mobile clothes closet is also a mobile lending library. Students can check-out one book, then exchange it for another at a future date, the books are never overdue. This program was initiated with base funds and is popular with all students. In the next school year, we will continue to expand on this resource to offer free clothes and books to our students.

Another very successful Highlands initiative this year was providing free eye exams and free glasses to 72 of our highest needs students. Highlands applied for a grant through Vision Service Plan called "Eyes of Hope" for those who are in need but can't afford the services. Certificates for a free eye exam and a pair of eyeglasses at any doctor in the VSP network are issued to students identified by their teachers to be in need or "desperate" need of glasses. The results were immediate, these students are empowered to fully participate in class because they now see the Board and read without squinting in their classes.

In response to high-needs students requests for increased access to computers, Highlands secured funds from our Workforce Investment Opportunity Act (WIOA) grant, supplemental and concentration funds to purchase 250 additional student computers. Bringing a 2 year total purchase of 535 student laptops/desktops. These are all pre-loaded with support software or programs for student use. Including Google Chrome, Microsoft Office Suite, Ethernet capability and WiFi available access. This has increased significantly our drive to become a 1:1 student to computer available school.

Last year, we had an identified need to improve the English Language Learner reclassification rates. This year we planned to invest $1,100,000.00 dollars of supplemental and concentration funds to provide para-educators for our students with highest needs . This is an additional $770,000.00 dollars toward classroom assistance. When our local indicators, CASAS scores, and student feedback demonstrated the effectiveness of this strategy, administration allocated an additional $490,000.00 to para-educator salary and benefits. As a result, our actual expenditures outpaced our budgeted expenditures and moreover, our student gains and reclassification rates surpassed our original growth goals. With a particular emphasis on 'literacy rates' improving we are striving for providing intensive in-class assistance. This has proven to be an effective strategy for increasing student success. Investment in para-educators for of our English Language Learners and Socioeconomically Dis-advantaged students has contributed to significant gains throughout our student population. Next year we will continue to provide para-educators as supplemental support for our un-duplicated students.

Last year, we identified a need to improve our 7% CTE participation rate from the 2016-17 school year. This year,we doubled the rate and achieved a 14% participation rate. In addition, we were able to more than double the CTE completion rate of long term students. For the 2016-17 school year, the completion rate was 31%. In the 2017-18 school year the CTE completion rate was 64%, exceeding our goal of 45% completion rate. In the 2018-19 school year, we continued to improve our CTE program as our un-duplicated students rely on this program to prepare them for living wage jobs. At the completion of the 2018-19 school year we reached 48% of our students taking and completing a CTE Pathway.

With regard to other outcomes that were significant to our school's success, we were approved by the Twin Rivers Unified School District's Board of Trustees for a full 5 year re-authorization to continue our work as a charter school. In addition, we went through a full review for accreditation with the Western Association of Schools and Colleges and have been granted a 6 year accreditation (the highest accreditation possible) with a 2 day mid-cycle visit. Additionally, we are still a grantee for the Work Force Investment and Opportunity Act (WIOA for $350,000 annually).

Finally, we have grown from 22 learning sites from the 2018-19 school year to almost 30 available learning sites or partnership locations, thus expanding the opportunity for additional students to access the school either locally or regionally.

Greatest Need

There are 5 areas Highlands will focus attention next year to improve our overall results:
1. Improving CTE participation rate: As a non-college prep-school, we meet Ed. Code § 52060(d)(4)(C) through the number of students who participate in and complete career technical education sequences or programs of study that align with state board-approved career technical education standards and frameworks".
While our school offers a range of CTE programs, we believe we must continue to increase the participation rate.
2. Improving career attainment: By having more students complete our CTE programs through improved instruction and follow up, our graduates should be more equipped to obtain livable wage lifestyle.
3. Improving curriculum and instructional materials: We will continue the process of rolling out a new and improved comprehensive curriculum to promote student learning as well as support teachers through coaching, modeling and professional development. We will also continue to provide supplementary resources to support instruction in response to student requests; moreover, research demonstrates that the quality and availability of the instructional materials is important to how well students learn.
4. Expansion of remedial instruction and intervention: We will expand the use of intervention specialists to target students who need additional academic support. We will offer remedial classes and open a tutoring center to help close the achievement gap by building up basic skills in reading, writing, and math.
5. Increasing our identified 'Cohort Graduation Rate' while decreasing the number of students that would be designated as 'Chronically Absent'.

Performance Gaps

Given the nature of our school, there are fewer internal performance gaps than there are performance gaps between our students and the general population. Most of our students enter the Highlands high school program with academic skills that are significantly below grade level in reading, writing and math. We continue to make remedial instructional opportunities available and plan to stay the course to monitor outcomes associated to academic and career-technical advancement. We have seen a greater number of our identified English Learning students make advancement in leveled instruction as well as 'bridging' into high school.
We are continuing to improve our services for all student groups that have additional needs. Those needs include English learners, low income students, disabled students, former foster youth, ex-offenders and homeless to promote their general academic skills. These services unequivocally close the income gap which nearly all our students face. However, with regard to the 2018-19 State Accountability Dashboard, we still have identified an 87% chronic absenteeism rate, an overall cohort graduation rate of 19% and 0% of our students being

APPENDIX D

District LCAP TRUSD Review of the LCAP

The charter expressed appreciation to the district for their suggestions and will use the input to improve future LCAPs but did not update the 2019-20 LCAP with the suggested changes below.

Goals, Actions & Services 2019-20

Page 47 - Goal/Action 1.1 has both boxes marked above and below the OR for if the action is Not including or Including to meet increased or improved services for unduplicated students; determine which one it s and eliminate the verbiage in the other section.

Page 50 – is the increased budget from $250,000 to $1,500,000 for 1.3 realistic?

Goal 2 – 2.1, 2.2, 2.3 & 2.4 all say the action is Not including to meet increased or improved services for unduplicated students. If that is the case, then S/C funds should not be used.

Page 78 - is the increased budget from $60,000 to $600,000 correct? If not then an additional $540,000 needs to be added to the LCAP. If it is, is it realistic? And is it above and beyond the base program since S/C funds are being used?

Demonstration of Increased or Improved Services for Unduplicated Pupils

Page 88 - The S/C Grant funds are about $1 million short from the LCFF calculation and what is in the Adopted Budget. The amount should be $5,570,738 and 35.50%.

APPENDIX E 2018-19 CALIFORNIA DASHBOARD

The complete Dashboard report is included as a component of this report. No dashboards were produced for 2019-20 due to the pandemic.

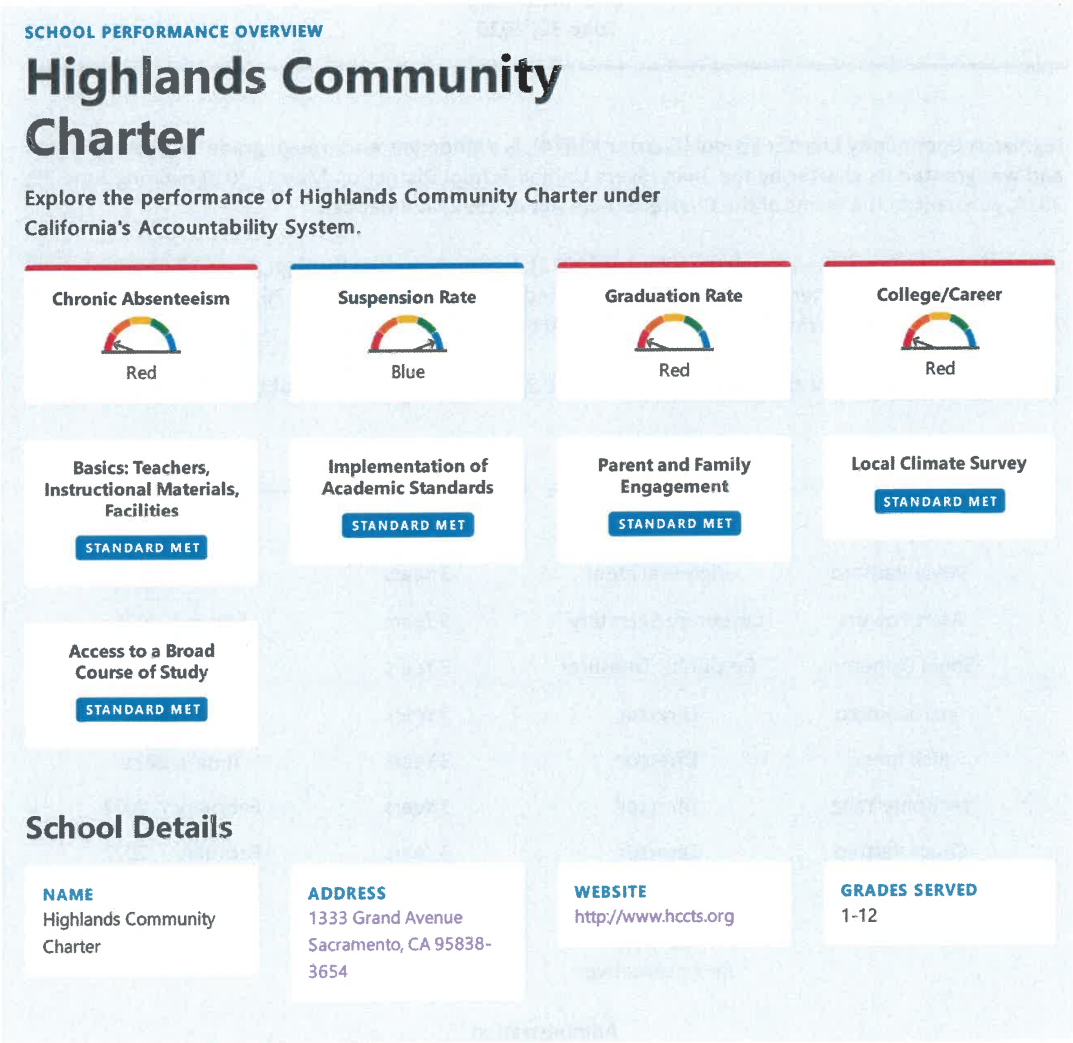

SCHOOL PERFORMANCE OVERVIEW

Highlands Community Charter

Explore the performance of Highlands Community Charter under California's Accountability System.

Chronic Absenteeism	Suspension Rate	Graduation Rate	College/Career
Red	Blue	Red	Red

Basics: Teachers, Instructional Materials, Facilities	Implementation of Academic Standards	Parent and Family Engagement	Local Climate Survey
STANDARD MET	STANDARD MET	STANDARD MET	STANDARD MET

Access to a Broad Course of Study
STANDARD MET

School Details

NAME	ADDRESS	WEBSITE	GRADES SERVED
Highlands Community Charter	1333 Grand Avenue Sacramento, CA 95838-3654	http://www.hccts.org	1-12

APPENDIX F BOARD OF DIRECTORS
FROM 2019-20 AUDIT REPORT

HIGHLANDS COMMUNITY CHARTER SCHOOL
AND CALIFORNIA INNOVATIVE CAREER ACADEMY
ORGANIZATION
June 30, 2020

Highlands Community Charter School [Charter #1674], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on May 1, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

California Innovative Career Academy [Charter #2072], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on June 26, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2020 was comprised of the following members:

Name	Office	Term	Term Expiration
Ernie Daniels	Corporate President	3 Years	August 10, 2020
Doyle Radford	Vice-President	3 Years	March 1, 2021
Matt Powers	Corporate Secretary	3 Years	March 1, 2021
Sonja Cameron	Corporate Treasurer	3 Years	March 7, 2022
Sharon Rocco	Director	3 Years	June 7, 2021
Rick Jones	Director	3 Years	June 7, 2021
Mellonie Yang	Director	3 Years	February 7, 2022
Chuck Pattillo	Director	3 Years	February 7, 2022
Sondra Betancourt	Local Education Agency Representative	N/A	N/A

Administration

Name	Position
Murdock Smith	Executive Director/CEO

APPENDIX G

A list of questions was used with the Charter Leadership teams to guide the Zoom meetings as we discussed 2019-20 and 2020-21 operations.

We last met in January/February 2020, and the world has turned upside down since then. We would appreciate the opportunity to hear from you how this past year has impacted you and your site team.

The following questions will help guide the conversation today and are a suggested guideline for discussion:

Describe how you have delivered services to students this past year?

How have you met other student needs – e.g., breakfast and lunches, social/emotional health, internet resources/support, technology?

Describe how you are returning students to the classroom delivery in the coming months – March through June?

What has been your greatest challenge this past year?

What has been your greatest success?

What has been the greatest challenge for your student population? Teachers' most significant challenge?

How have you measured student success?

What has student "Attendance" looked like this past year?

How have students with special needs (IEP) been addressed?

How do you plan to offer remedial support to students who have not had academic success this past year?

What are you most proud of this past year that you and your team have accomplished?

What are lessons learned? What silver lining has come from the pandemic? Are there learnings from this challenge that will change how you deliver instruction in the future?

APPENDIX G

SUMMARY OF RESOURCES

The following documents were used to compile this report:

2019-20 Audit
2019-20 End of Year Financials
2020-21 Second Interim report
2019-20 LCAP
2018-19 CA School Dashboard for Charter
2018-19 CA School Dashboard for TRUSD
2018-19 CA School Dashboard for State
CBEDS/CALPADS data
Additional data elements from CDE website
LCAP review notes from Kate Ingersoll/TRUSD
Highlands Community Charter School Report May 2020, School Business Consulting Inc.
Charter website
School Accountability Report Card
WASC letter
COVID Safety Plan

EXHIBIT B

2024.06.03 TRUSD RFI Grade Levels

Board of Trustees

Michelle Rivas
President

Michael Baker
Vice President

Christine Jefferson
Clerk

Stacey E. Bastian
Member

Basim Elkarra
Member

Linda Fowler, J.D.
Member

Rebecca Sandoval
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

June 3, 2024

Via Email
Mayra Valdivia, Acting Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
mayra.valdivia@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Request for Information - Exclusion of 11th Grade and Credit Distribution

Dear. Ms. Valdivia and Board Members:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy (CICA) operated by Highlands Community Charter and Technical Schools ("HCCTS"). HCCTS' educational programs have two main tracks, consisting of a high school diploma and English learner program. The high school diploma program assigns students to grades 9th, 10th and 12th based on units as outlined below:

- 9th Grade: 0-50 Units
- 10th Grade: 51-149 Units
- 12th Grade: 150-200 Units

The District requests information outlining the justification for the uneven assignment of credits in 10th grade and the lack of 11th grade, as would be typical for a high school educational program.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.trusd.net

Action Needed:

- Respond to the District's inquiry regarding the aforementioned items. This includes providing an explanation of the uneven credit assignments between grade levels and the exclusion of 11th grade in the high school program.

The District requests that HCCTS respond to this request for information by no later than 5:00 PM on June 28, 2024. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Please contact Sharilyn Warta (sharily.warta@trusd.net) if you need any clarification regarding this information request. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreon

Gina Carreon,
Chief Human Resources Official, Twin Rivers Unified School District

EXHIBIT C

2024.08.28 HCCTS Addition of 11th Grade YM&C

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 28, 2024

SENT VIA: EMAIL DELIVERY:
gina.carreon@trusd.net

Gina Carron
Chief Human Resources Official
3222 Winona Way
North Highlands, CA 95660

RE: Request for Response Dated August 5, 2024 Relating to 11th Grade

Dear Ms. Carreon:

This is in response to your August 5, 2024 correspondence to Highlands Community Charter and Technical Schools ("HCCTS"). We understand that the Twin Rivers Unified School District ("District"), as the chartering authority for both Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"), has requested that HCCTS take the following actions:

- The District requests that HCCTS investigate the necessary steps and support needed to add 11th grade to the High School program.

- The District further requests that HCCTS implement the necessary steps to add 11th grade
as soon as practical.

HCCS and CICA have been operated by HCCTS since 2014 and 2019, respectively. Both schools serve adults 22 years of age and older in compliance with the Workforce Innovation and Opportunity Act of 2014 (Pub. L. 113–128, title II, §201.) Both charter documents currently provide for a unique grade level configuration of 1st, 2nd, and 12th grades. Additionally, HCCS and CICA have added grades 9 and 10 to their grade level offerings through a non-material revision to the charter petitions based upon approval of the addition of these grades previously by District staff on October 29, 2020. Upon enrollment, the HCCS charter provides that:

> "Students who are at a high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment

> scores, will be assigned to a grade level based primarily upon assessment."

CICA's charter contains identical language pertaining to grade level assignment after enrollment. Neither charter, therefore, currently requires 11th grade. Additionally, the high school curriculum offered by Highlands Community Charter and Technical School and CICA complies with the California Education Code requirements for graduation (Ed. Code §51225.3.)

The educational program of a California public charter school is defined by its charter petition. (Ed. Code §47605.) The educational programs of HCCS and CICA, as defined in the charters, were developed to meet the needs of the unique student population enrolled in both schools. The educational programs, including a grade configuration that does not include 11th grade, was approved by the District and by virtue of this approval found to be a sound educational program. Furthermore, these educational programs comply with the requirements for graduation. (Ed. Code §51225.3.). As such, HCCTS is not legally required to add an 11th grade to the educational programs of either HCCS or CICA.

Although HCCTS does not have a legal obligation so do so, in an ongoing effort to assuage the District's concerns and demonstrate HCCTS' commitment to proper reporting and progress tracking of students and bolstering the educational program of HCCS and CICA to best serve the needs of every student, HCCTS will add an 11th grade as soon as practical to its educational program subject to approval of both the HCCTS Board and the District. In order to plan and implement an 11th grade to the high school program, HCCTS will need to review and analyze both HCCS and CICA's current educational programs, investigate staffing needs and assessment schedules, and train its team on implementation of these changes. As the District is aware, HCCTS is currently responding to a state audit and two separate audits being conducted by representatives of the District, while continuing to operate its two schools and attempting to implement numerous operational changes to satisfy the District and other stakeholders. Therefore, HCCTS does not have the adequate time or staff capacity to plan and implement a new grade within this academic year.

HCCTS takes the advice of the District staff to add an 11th grade seriously and is committed to adding an 11th grade as soon as practical to its educational program. Assuming the District will confirm that the addition of 11th grade is approved as a non-material revision to the charters for both schools with an implementation date of July 1, 2025 or as part of the charter renewal process before our charters expire on June 30, 2027. HCCTS proposes spending the current academic year planning for the 11th grade configuration change and implementing the change to take effect when possible. This would provide HCCTS with adequate time to properly investigate, plan, and implement the addition of the 11th grade to the high school program. Furthermore, this would ensure that there is not a chaotic disruption to the educational program for students in the middle of an academic year and ensure a successful implementation of a new change. HCCTS appreciates the District's willingness to work with us on DASS metrics that will better capture the progress of students enrolling at Highlands given its high levels of immigrant students who often know little English even though they are classified as high school students. Having these metrics in place before adding the 11th grade will also assist stakeholders by ensuring there is reliable data upon which to evaluate student progress.

We hope that this letter fully addresses the District's requests on this matter and we look forward to hearing from you about our proposed implementation timeline and whether the non-material revision is approved by the District. Should you have any further questions in the meantime, please do not hesitate to contact me.

Sincerely,



Bill McGuire
Executive Director

4894-6322-4286, v. 1

EXHIBIT D

Regular Board Meeting - Sep 18 2025 - Agenda

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members

Mike Reid, Chair of the Board;

Sharon Rocco, Vice-Chair; Mary DeChance, Secretary

Executive Director

Jonathan Raymond

Board Meeting Agenda

Call-in Number: 669 900 6833

Meeting ID: 875 0727 9858

DATE & TIME: **Thursday, September 18, 2025, at 4:00 PM**

LOCATION: 5112 Arnold Ave A, McClellan Park, CA 95652

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval

   Request the Board to approve contracts over $100,000. The Executive Director recommends approval.

2. 2025-2026 HCCTS Material Revision Budget
Request the Board to approve the 2025-2026 HCCTS Material Revision Budget. The Executive Director recommends approval.

3. HCCS Material Revision to the Charter
Request the Board to approve the HCCS Material Revision to the Charter. The Executive Director recommends approval.

4. CICA Material Revision to the Charter
Request the Board to approve the CICA Material Revision to the Charter. The Executive Director recommends approval.

5. Teacher/Counselor Salary Schedule
Request the Board to approve the Teacher/Counselor Salary Schedule. The Executive Director recommends approval.

6. Proposition 28 Arts and Music in Schools Funding Plan
Request the Board to approve the Proposition 28-Funded Arts and Music Education Program at HCCTS for the 2024–2025 School Year. The Executive Director recommends approval.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting - Sep 04 2025 - Minutes - Html

2. Adoption of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

- High School Counselor (revised)
- Counseling Coordinator (revised)
- Safety & Security Director

- Human Resources Analyst (revised)
- Recruitment and Talent Management Coordinator (new)
- Performance Management and Continuous Improvement Director (new)
- Director of Communications (new)

3. Adoption of Board Policies
   The first reading of these policies was presented to the Board at the previous board meeting.
   - 4111 BP Hiring Practices

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

- BP 4111.1 Staffing Requests and Position Control
- BP 4111.2 Employee Promotion and Placement

H. INFORMATION FOR DISCUSSION

1. Board Member Application, Vetting, and Onboarding
   Executive Director Jonathan Raymond will provide the Board with an update on the application, vetting, and onboarding process for new Board members.

I. BOARD COMMENTS

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

K. CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation
   (Government Code § 54956.9(d)(2)) [One matter]
2. Public Employee Performance Evaluation
   Title: Executive Director (Government Code § 54957)

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

M. NEXT MEETING: October 9, 2025, at 4:00 pm

N. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Shaina Miranda at (916) 844-2283 or via email at shaina.miranda@hccts.org.

EXHIBIT E

HCCS Material Revision 2025

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highlands Community Charter School

Respectfully Submitted to the Twin Rivers Unified School District Board of Trustees

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted September 26, 2025

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APPENDIX **214**

GLOSSARY

Term	Definition
ADEL	Adult English Language Learner
COAAP	Civic Objective and Additional Assessment Plan
CTE	Career Technical Education
EdCite	Edcite is an online platform primarily used for creating, sharing, and administering educational assessments.
EL Civics	English Literacy and Civics Education
HCCS	Highlands Community Charter School
SETA	Sacramento Employment and Training Agency
TE	TOPSPro Enterprise
TRUSD	Twin Rivers Unified School District
WIOA	Workforce Innovation Opportunity Act

Preface

Highlands Community Charter School respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in the District. This material revision is being submitted as the Charter School is requesting the following changes to the charter:

1. **Updated Number of Sites**
   HCCS requests to maintain 14 sites as detailed in Element P the material revision.

2. **Updated Credential Qualifications**
   In the 2024-2025 school year, HCCS modified credential requirements for teachers based on a May 2025 update from the CTC and additional guidance communicated by TRUSD. This material revision will align the charter document with our commitment to utilize K-12 credentials rather than adult credentials for its teachers.

3. **Proposed Career Technical Education (CTE) Programs for 2025-2026 School Year**
   HCCS proposes to operate seven CTE programs in the 2025-2026 school year:
   - Culinary Arts
   - Digital Literacy and Multimedia
   - Early Childhood Education (ECE)
   - Medical Services
   - Microsoft Office Specialist (MOS) Certification
   - Personal Finance
   - Real Estate

4. **Addition of Grade 11**
   HCCS proposes to add grade 11 in compliance with guidance from TRUSD.

5. **Addition of CAST and CAASPP Assessments**
   HCCS will test students in both CAST and CAASPP based on guidance from the California Department of Education and TRUSD. While these assessments are intended for students in traditional high school programs, and HCCS serves adults, HCCTS has implemented this assessment to ensure compliance and accountability in its academic programs.

6. **Enhanced Curriculum for Improved English Learner Support**
   The HCCTS Board has approved the Savvas curriculum for HCCS. Implementation has begun with professional development support from Savvas in alignment with Professional Learning Community (PLC) structures.

7. **Lottery Procedures**
   HCCS respectfully requests approval to update its current lottery procedures to more accurately reflect the Charter School's existing admission practices. While maintaining full compliance with all applicable provisions of the California Education Code, HCCS

seeks to clarify and enhance its written policies and procedures to ensure greater transparency, accessibility, and alignment with the school's mission of serving adult learners. These updates will streamline the admissions process, reflect current operational structures, and better address the needs of the diverse student population.

With TRUSD's approval, HCCS will continue to uphold equitable and compliant admission practices while refining procedures to ensure they are clear, consistent, and supportive of the school's commitment to access and inclusion.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") and outside of the District pursuant to the WIOA exemption to site restrictions contained in the Charter Schools Act of 1992 is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to HCCS shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(e)(3).)
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking

to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. (Ed. Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a)(2).)
- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)
- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized and amended as the Every Student Succeeds Act ("ESSA").
- Comply with the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with the Ralph M. Brown Act.
- Comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47601.1.
- Comply with Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum number of school days. (Title 5 California

Code of Regulations § 11960.)

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.



9/26/2025

_____ _____

Jonathan Raymond for HCCS — Date

1111 Howe Ave., Suite 540

Sacramento, CA 95838

(916) 844-2283

Element A The Educational Program

Program Focus: Opportunities for Adult Learners

The Highlands Story
Highlands Community Charter School (HCCS) has been in operation since August 2014 and is one of two public charter schools operated by Highlands Community Charter and Technical Schools. HCCS exists to provide second chances — to serve adult learners aged 22 and older who, for a wide variety of reasons, were unable to earn a high school diploma through traditional pathways.

We serve a uniquely diverse student population, the majority of whom are immigrants and refugees. Some of our students arrive with advanced degrees from their home countries, having previously worked as engineers, teachers, and medical professionals. Others have had little or no formal education and are just beginning to learn to read, write, or speak English for the first time. Our model is built to honor this range of lived experiences — meeting students where they are and helping them reach where they want to go.

HCCS is open to all adult learners over the age of 22 and accepts students according to available capacity and lottery procedures. At our core, we believe that every student — regardless of their starting point — deserves access to a high-quality education, a pathway to a better future, and the unwavering support of a school community that sees their potential.

In July 2025, HCCS entered an era of renewal and accountability under the leadership of Executive Director Jonathan Raymond, former superintendent of Sacramento City Unified. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to urgently rebuild an adult education program on a foundation of institutional integrity and a deep commitment to putting students first in every decision. We are raising standards across the board to implement clear policies for fiscal responsibility, place K-12 credentialed teachers in every classroom, lower class sizes, develop a rigorous and standards-aligned curriculum, enable more professional learning for teachers, and expand access to career training to support workforce needs throughout the regions we serve.

While the school has temporarily cut back staffing and reduced its enrollment capacity as part of program restructuring, it has laid essential groundwork for deep structural change. Every initiative proposed in this revision reflects our commitment to building educational programs that deliver on HCCS's commitment to serving its students, families, and the public.

HCCS has also launched a comprehensive five-year strategic planning process to reimagine how we deliver services and meet the evolving needs of our learners. We are investing in academic excellence, workforce relevance, and a culture of care. With these changes, we believe Highlands can become a statewide model for high-quality adult education that transforms lives.

Mission Statement
HCCS is a diverse community for social justice, serving the underserved by providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, HCCS builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of HCCS is to eradicate educational inequality and promote workforce success.

Executive Leadership
The Executive Leadership at Highlands Community Charter School provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress.

Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer, and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability.

Leadership Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education. Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California's history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of

the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments, and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Chief Operations Officer
Teresa holds a Ph.D. from the University of Illinois, Chicago, and has worked in the field of education for more than 29 years. Her work as a teacher, administrator, and author of mathematics curricula has spanned the breadth of the education community from PreK-12 through community college and university levels. She has extensive experience in executive-level district administration, as well as research and development for various non-profits, Riverside County Office of Education, and the Stuart Foundation, including co-development of an organizational health review.

Eric Chapman, Chief Academic Officer
Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer
Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Melissa Roberson, Director of Accountability and Assessment

Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Director of School Services

Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

The Population HCCS Desires to Educate

HCCS has the motto "...it's never too late." The school specifically focuses on providing educational opportunities for adults 22 years and older without a US high school diploma who have been unserved or underserved by the traditional educational system. This includes students who were unable to complete high school due to circumstances such as early parenthood, justice system involvement, or economic necessity, as well as immigrants and refugees seeking educational opportunities in the United States. HCCS provides a viable educational choice for adult learners interested in completing their high school education in a supportive environment that recognizes their diverse backgrounds, experiences, and goals.

The school serves students from 89 countries, with the five most represented countries as of the 2024-2025 school year being Afghanistan (5,830 students), Ukraine (1,383), Russia (1,356), Mexico (1,014), and Vietnam (318). This international diversity reflects both global migration patterns and Sacramento's role as a resettlement community for refugees and immigrants.

Student Population Characteristics

Demographics and Geographic Distribution

HCCS enrolls students primarily from Sacramento County, serving a culturally and linguistically diverse population. Women comprise 58.90% of the student body, men 41%, and 0.10% identify as nonbinary. The school serves grades 9-12, with all students being 22 years of age or older.

Language and Cultural Diversity

Approximately 90% of HCCTS students are English Language Learners, though the school also serves English proficient students seeking to complete their education through credit recovery. Based on enrollment data, there are multiple primary languages represented at HCCS, reflecting the diverse countries of origin of the student population. The five most represented countries at HCCS as of Census day for the 2024-2025 school year are Afghanistan, Ukraine, Russia, Mexico, and Vietnam. The table below shows the top five countries of origin for students at HCCS by year for the last three years, along with the number of students enrolled by year for that country.

	2022-2023	2023-2024	2024-2025
1	Afghanistan (2,875)	Afghanistan (3,755)	Afghanistan (5,830)
2	Ukraine (990)	Ukraine (1,305)	Ukraine (1,383)
3	Mexico (920)	Russia (1,239)	Russia (1,356)
4	Russia (634)	Mexico (1,036)	Mexico (1,014)
5	United States (381)	Vietnam (268)	Vietnam (318)

Socioeconomic Status

The overwhelming majority of HCCS students qualify as socioeconomically disadvantaged, with over 97% qualifying for this status in the 2023-2024 census, an increase from the historical 90%+ rate.

Free and reduced lunch eligibility has grown significantly:

Year	Students Eligible for Free/Reduced Lunch
2022-2023	5,690
2023-2024	9,350
2024-2025	11,546

Housing Instability
A significant portion of the student population experiences housing instability:

Year	Enrolled Homeless Students
2022-2023	450
2023-2024	1,584
2024-2025	1,365

Due to the social stigma associated with homelessness, these numbers likely represent underreporting, as many students temporarily staying with friends or family may not identify as homeless.

Student Challenges and Needs

Varied Educational Backgrounds
The educational backgrounds of HCCS students vary dramatically. Some refugee and immigrant students arrive with advanced degrees from their countries of origin and extensive English language experience, while others may have never had formal education and lack literacy in their first language. US-born students typically have experienced interruptions in their education due to various life circumstances.

Multiple Responsibilities
Many students are adults managing multiple responsibilities, including employment, family care, and basic needs. They often lack access to reliable transportation, computer technology, and childcare. Limited free time presents ongoing challenges for academic engagement and completion.

Trauma and Life Experiences
Students frequently arrive having experienced various forms of trauma including displacement, poverty, addiction, homelessness, and incarceration. Ex-offenders face particular challenges re-entering educational settings and often require additional academic and social-emotional support.

Access to Basic Needs
Many students lack access to fundamental necessities including food, appropriate clothing, school supplies, and stable housing. The refugee population faces additional challenges adapting to new customs, culture, and technology while building English proficiency and seeking employment.

Student Goals and Motivations

Students enroll at HCCS with diverse but interconnected goals: improving English language skills, completing their high school education, accessing better employment skills and opportunities, supporting their families, and participating more fully in their communities. For many, earning a high school diploma represents both a long-deferred dream and a critical step toward economic stability and further education. HCCS recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate in both academics and the needs of their well-being, and balanced in knowledge of core subjects, communication, career and civic readiness, and the use of technology. In the grades 9-12 high school context, this means students engage in a coherent course of study that builds critical thinking and problem-solving, and helps them act with increasing independence and confidence in academic and professional settings. Our students become empathetic, collaborative members of the community. Through collaboration, they set and pursue personal, academic, and career goals. A climate of mutual trust and support leads students to demonstrate empathy and to engage in respectful, productive communication. Teachers guide students to see themselves as global citizens who are empowered and responsible for making positive changes in their immediate environments and beyond. Accordingly, an educated person in California today is literate in English and able to communicate and function competitively and productively in the workforce, in higher-education classrooms, and in their communities.

Our students **seek understanding and peace** within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have had limited access to technology learn to use digital tools as a means to succeed in school, work, and civic life.

Our students are **scholars** who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California/ Sacramento community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are **community members** who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the skills they have developed and prepared to communicate, collaborate, and contribute.

Our students are **citizens** of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our

campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are **members of an increasingly technical and information-based world** and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Educational Philosophy and Approach

HCCS supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

Learning Occurs in the Context of Safe and Trusting Relationships

Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

Trauma-Informed Educational Practices

Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.

Relational Pedagogy

We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.

Community Building and Peer Support

We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Mental Health and Wraparound Services

We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership

with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption
Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Instruction Must Meet Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)
A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design
We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support
Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at

their level and provide translated background text and videos that build background knowledge to enhance ELLs access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching
Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness
Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Effective Adult Learning Requires Agency and Relevance
Adult learners bring intrinsic motivation and clear goals that can be powerful drivers of academic success when properly leveraged. Our role is to create learning experiences that honor students' autonomy while providing the structure and support they need to achieve their educational objectives.

Self-Directed Learning and Goal Setting
We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Choice and Flexibility in Learning
Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.

Real-World Connections and Application
Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students

might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.

Career and College Integration
We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.

Student Voice and Feedback
Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.

Ownership of Learning Outcomes
We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.
These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

Foundational Research and Theories Supporting Our Approach

Adult Education Learning Theories
HCCS applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources, including personal achievement, social factors, and career advancement.

Sociocultural Theories
According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-world participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that

mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013).

The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is defined as, "a process of setting up" the situation to make the student's entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner's ZPD.

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities.

According to the U.S. Department of Education's Literacy Information and Communication System (2012), differentiated instruction engages students at a range of different levels with various learning styles and makes learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction (CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the

most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

As a charter school exclusively serving students over the age of 21, the English assessment requirements of federal and state law applicable to students aged 3 through 21, as defined by Education Code section 306, do not apply to HCCS.[1] Almost all of the students at HCCS are classified in CALPADS as adult English Language Learners or ADELs. Therefore, HCCS students do not take the English Language Proficiency Assessments for California (ELPAC) or appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). HCCS goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At HCCS, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Language and Content Learning Are Interconnected.

Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.

Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

[1] Education Code section 306, section (a), defines "English learner" for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. "the term 'English learner', when used with respect to an individual, means an individual who is aged 3 through 21."

Authentic Assessment Drives Responsive Instruction.
We move beyond standardized measures to develop assessment practices that capture the full range of our students' growing capabilities. This includes portfolio-based assessments, project-based demonstrations of learning, and self-assessment tools that help students track their own progress toward their goals.

Language Assessment Upon Enrollment

As a WIOA partner, HCCS assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with HCCS level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
As an exclusively adult-serving charter school, HCCS serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment and Class Size to Support Learning Goals
Enrollment at Highlands Community Charter School has increased each year since its opening. In the 2021–2022 school year, enrollment was 3,751; in 2022–2023, enrollment rose to 6,749; and in 2023–2024, enrollment grew again to 9,069 students, according to the DataQuest census day snapshot. By the end of the 2023–2024 school year, HCCS experienced a significant increase in enrollment and heavily impacted classes. Teachers reported that students were often unprepared with essential skills, and frequent roster changes disrupted instruction. In response, the enrollment process was revised for the 2024–2025 school year to better prepare students and support more strategic class planning. In the 2024-2025 school year new students were enrolled

on a biweekly basis rather than continuously throughout the term. Orientation was also updated to include study skills, academic planning, and CASAS assessments.

Five-Year Enrollment Rollout Plan
HCCS has dramatically reduced its enrollment due to updated credential requirements for teachers. As a result, HCCS has recently laid off 631 employees (teachers who only possess an adult education credential as well as staff that would support these teachers and the students that they serve).

Although we currently have over 2,700 students on a waitlist waiting to enroll, the school needs to rebuild its capacity to serve them. For the 2025-2026 school year, HCCS currently has approximately 1,000 students enrolled and plans to increase growth at a reasonable pace over the following four fiscal years as it hires and/or trains additional K-12 credentialed teachers. The five-year enrollment rollout plan is as follows:

Year	Number of Students
2025-2026	1,000
2026-2027	1,100
2027-2028	1,210
2028-2029	1,331
2029-2030	1,464

In the 2024-2025 school year, HCCTS adopted a Class Sizes and Enrollment Board Policy (6151BP) which stated that, “While California does not mandate class size limits for grades 9-12, HCCTS recognizes the importance of maintaining class sizes that promote a productive learning environment, reduce teacher workload, and enhance student engagement. Optimal class sizes are essential to support personalized instruction, improve student outcomes, and foster academic success. The Board of Directors, in consultation with the Executive Director, will establish appropriate class size limits that align with HCCTS’ instructional goals and student needs.” For the school year 2025-2026, class sizes are set at 30-1.

Class Size Guidelines

- Student-to-Teacher Ratios: Class sizes will be managed to ensure student-to-teacher ratios that support personalized instruction and academic success.

- Program-Specific Adjustments: Class sizes may vary depending on the nature of the program (e.g., independent study, bridge programs, or high school completion).

Enrollment Management

● Enrollment Caps: Each classroom will have an enrollment cap aligned with physical capacity and instructional goals.
● Monitoring and Rebalancing: HCCS Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

● Cross-Reference with Physical Capacity: Class sizes and enrollment numbers will be managed in coordination with physical capacity limits as outlined in BP 7110 Physical Classroom Capacity to ensure compliance with Fire Marshal regulations and building codes.

Impact on Instruction and Student Outcomes

● Teacher Workload: Class size limits will be established to reduce teacher workload and promote effective instruction.

● Student Engagement: Class sizes will be prioritized in courses requiring intensive instruction or student participation.

Admission Process
HCCS has introduced a comprehensive admission process to better prepare and place incoming students. This process includes registration, grade level placement, an overview of student expectations and services, and covers any technology-related needs. This enhanced enrollment process ensures students are fully supported from registration to their first day, setting them up for success at HCCS.

2025-2026 ACADEMIC SCHOOL CALENDAR



First/Last Day of School | **Staff Development** | **Holiday/ No School** | **No School** | **End of Term & PD** | **Teacher PD**

July 1 - Aug 1	Summer Break	Jan 19	Martin Luther King Jr. Day	May 25	Memorial Day
Aug 4 - Aug 13	Staff Development Days	Feb 12	Lincoln Day	Jun 19	Juneteenth
Sept 1	Labor Day	Feb 16	Presidents' Day	Jun 29 - Jun 30	Staff Development Days
Nov 12	Veterans Day Observed	Mar 27	César Chávez Day Observed		
Nov 24 - Nov 28	Thanksgiving Break	Mar 30 - Apr 3	Spring Break		
Dec 22 - Jan 2	Winter Break	Apr 6 - 7	Staff Development Days		

Goals of HCCS Program and Student Learning Outcomes

HCCS has three Schoolwide Learner Outcomes (SLO):

- Academic Growth: Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- Career Progress: Students make documented progress toward individualized education, workforce skill development, and career goals.
- Digital Communication: Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many of our learners enter HCCS with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community success. To make this real in classrooms, and to build a bridge to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to learners 22+ who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are centered around K-12 state standards shaped by the needs of our students and community, and grounded in a commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to learning so students can persist and complete. At HCCS, we believe in our students, we believe in our community partners, and we believe that it's never too late.

The Instructional Leadership Team: Stewards of HCCS's Academic Goals
The goals of the HCCS program are created and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team. The ILT is comprised of the CAO, the principals, teacher leaders, Director of Professional Learning, Director of CASAS testing, and Director of Curriculum. The ILT meets every other week to ensure that HCCS is meeting its academic goals by analyzing student learning data and designing professional learning support that responds to these data as well as to teacher-reported needs. The ILT works to create coherence across our goals and accountability requirements to support teachers in understanding how these efforts overlap and form our core goals.

Common Core Standards
HCCS is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content

area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects
HCCS offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies and electives.

English Language Arts
The English Language Arts courses guide students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes, developing skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic success and professional communication.

Mathematics
The Mathematics courses build foundational skills through a sequence aligned with California Common Core standards, beginning with Pre-Algebra and progressing to Algebra 1 and Geometry. Students develop proficiency with key concepts such as fractions, decimals, ratios, proportions, equations, and basic geometry. Emphasis is placed on applying mathematical reasoning to real-life contexts like financial calculations and problem-solving. The curriculum fosters critical thinking and the ability to represent mathematical situations numerically, graphically, verbally, and symbolically, preparing students for success in advanced math courses and everyday life.

History-Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking, connecting academic content with learners' personal and community experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science

introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
The Electives program offers diverse opportunities for students to develop critical reading, communication, and public speaking skills. Courses like *Reading for Pleasure* foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series of courses supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses focus on building foundational language skills through systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum

HCCTS recently engaged in a curriculum adoption process to procure Savvas, a standards-aligned curriculum for HCCS courses. We followed an articulated adoption process and received guidance from our UMass Global credentialing partner who had extensive experience with curricular materials that best serve ELLs. Our process involved reviewing materials utilized by other surrounding school districts as well as following recommendations by EdReports in order to understand the best options for our context. We engaged in vendor demos, received teacher feedback around our top choices, and delivered our final proposal to the board of directors for approval.

The HCCTS board approved the adoption of the Savvas curriculum in August 2025. There were many elements that led to this choice including a single user-friendly platform for both teachers and students, and a high rating on EdReports. The curriculum is also used by Twin Rivers

Unified School District, Elk Grove Unified School District, and Los Angeles Unified School District. In order to support teachers to gain familiarity and comfort with the new curriculum, the start of classes was extended until August 14th and teachers met in professional learning communities (PLCs) to build their knowledge of the standards-aligned curriculum. Our contract with Savvas includes access to both an online digital curriculum and to teacher edition textbooks and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish
A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English
An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum
In-house developed theme packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Understanding Learning: Using Student Assessments to Support HCCS Goals

We employ multiple forms of assessment to monitor student progress and inform instruction:

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys**: Self-perception data helps us to understand the student experience.
- **CASAS testing:** Comprehensive Adult Student Assessment System, a competency based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP**: California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments**

Administered 3 times per program year

- **ELD Level Placement Test**
  Upon enrollment
- **ELD Level Exit Test**
  Administered to determine readiness to advance to the next ELD level

Professional Development Supporting HCCS Goals

High-quality professional learning is about creating a learning system. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings.

HCCS leadership works in partnership with HCCS principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. There are several core beliefs about practitioner-based learning that informs the HCCS approach to professional learning:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are being met.
- Agency and relevancy are guiding drivers for adult learners; being able to articulate their own goals and see where they are on the path to achieving those goals is essential for adult learners.
- For instruction to be changed and improved, the learning experience of students must be public (not hidden away).
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition
Central to HCCS professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All HCCS educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices
Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking

We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making

As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

HCCS Professional Learning Structures

There are multiple existing structures that support professional development at HCC for teachers and leaders.

Friday Professional Development Sessions

Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Leading is complex and uncertain work, and HCCS supports its two principals in PLC sessions led by the Chief Academic Officer. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective

practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Per Week Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching

Teaching standards-aligned high school curriculum to newcomer adults with varying degrees of education in their home language and a wide range of English skills is challenging teaching. To support excellent instruction, HCCS is in the process of investing in on the ground coaching for our teachers. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction. At the time of the writing of the material revision, we plan to begin Phase 1 of the teacher coaching program by October 15th. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on the ground support of teachers ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement

Assessment is a core to instructional improvement at HCCS. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. HCCS is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The instructional leadership team (ILT) will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand barriers to student progress.

Informal Assessments and Improvement
Working in their PLCs, teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT uses classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience
The HCCS instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, we do value this source of data to understand HCCS's social and emotional conditions for learning.

Every year, HCCS conducts anonymous student climate surveys. These surveys are sent out to students in the following languages:

- English
- Arabic
- Spanish
- Persian
- Armenian
- Pashto
- Russian
- Turkish
- Ukrainian
- Vietnamese
- Chinese

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app.

Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

HCCS students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of HCCS students who agree or strongly agree with each statement for the year indicated for the last three years.

Survey Statement	2022 - 2023	2023 - 2024	2024 - 2025
Lessons help me in my daily life.	96%	88%	95%
Lessons are interesting.	95%	90%	95%
I know what I need to do to make progress in my classes.	96%	90%	94%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	95%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	95%	89%	94%
I have the technology I need to learn.	95%	91%	96%
The school, classrooms, and buildings are clean and in good condition.	96%	94%	93%
The school tells me important information regularly (holidays, school announcements, events).	94%	95%	97%
All students from different backgrounds and countries	92%	96%	97%

are treated kindly.			
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	92%	97%	96%
My teacher really cares about me and respects me.	93%	98%	98%
My counselor really cares about me and respects me.	91%	92%	87%
The school helps me turn my college and career goals into a plan.	90%	84%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	85%	78%	85%
I want to learn more about mental health and how to deal with stress.	76%	57%	67%
I feel connected to the school, my classmates, and teacher.	85%	83%	90%
I feel safe at school (I trust our leaders to make our school safe).	87%	95%	94%
I know how to log in and check my student email.	72%	90%	93%
I know how to log in to my online learning tools	77%	84%	91%
Highlands helps me learn to use technology by giving mobile devices and digital literacy training.	64%	79%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week.	*ND	*ND	77%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Because many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, HCCS provides extra support to ensure students' academic success. Classroom teachers are available to meet with students before and after school during their office hours to support students who are struggling academically.

Paraeducators

English proficiency and learning needs vary widely for our incoming students. HCCS paraeducators provide crucial language scaffolding by providing individualized instructional support in students' native languages and creating more opportunities for meaningful English language practice, ensuring that our Level 0 students can fully benefit from our educational programs.

Additionally, paraeducators who share students' cultural backgrounds can create a more comfortable environment that reduces the anxiety often experienced by new students and immigrant populations. While teachers focus primarily on academic instruction, paraeducators provide crucial social-emotional support to help students navigate their educational environment

successfully. Paraeducators also help students build digital literacy, fluency with the HCCS systems, and provide academic support.
HCCS hired 32 new paraeducators in 2024–2025 to expand instructional support across its sites. All but two of those paraeducators were released in June 2025 as part of the school's restructuring process, which prioritized staffing of credentialed instructors. HCCS plans to rehire three additional paraeducators this school year as it builds its program capacity and will further increase paraeducator staffing as part of its sustainable five-year growth plan.

Literacy Support
During the 2025-2026 school year, HCCS will hire staff to provide literacy support for English language learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
HCCS will implement an in-person tutoring program to replace previous online tutoring opportunities. Based on feedback from students and staff, online tutoring no longer effectively serves the needs of our student population. Key challenges, detailed below, include a lack of digital literacy skills, low student engagement, and limited availability of support. The design of our in-person tutoring program will focus on effectively addressing these findings.

<u>Challenges for Students Accessing Online Tutoring</u>

- Cultural barriers – example: Afghan women
    - Our student population with the highest level of need for one-on-one tutoring
    - Working one-on-one with male tutors would violate cultural and religious norms
    - Afghan women typically have limited experience or skill with technology
    - Afghan women may have limited literacy skills and English language skills
    - Require in-person, one-on-one support by Dari or Pashto-speaking women tutors
- Technology barriers
    - Online login processes may limit access for students with low technical proficiency
    - Our student population may not have access to high-speed internet at home
    - Our student population may not have a device with internet access for use at home
    - Most online tutoring is chat-based, requiring literacy and typing skills
- Linguistic barriers
    - Top 5 languages:
        - Dari
        - Pashto
        - Ukrainian
        - Russian
        - Spanish
    - Online tutoring by English-speaking tutors cannot support students with limited English proficiency

<u>In-Person Tutoring Program Design</u>
HCCS is in the process of contracting with a tutoring business to offer students in-person tutoring that will:

- Account for cultural and technological barriers when assessing student needs
- Staff tutors who can serve specific cultural and linguistic populations of greatest need
- Implement and refine best practices for providing one-on-one academic support
- Develop robust translated learning materials for students in multiple formats

Student Success Team (SST)
At HCCS, the Student Success Team (SST) process is a collaborative, data-driven approach to identify and implement support strategies for students experiencing academic, behavioral, or attendance-related challenges. The goal is to equip educators with additional tools and resources to meet students' needs in the general education setting and, when necessary, connect students with services such as tutoring, counseling, or basic needs assistance. While SST may result in a referral to a 504 committee, its primary function is not to initiate such referrals.

SST Membership and Roles
SSTs are convened by the Director of Student Services or designee and include the student's counselor (as the facilitator), current teacher(s), the student, and guardians when applicable. Additional specialists such as social workers, speech therapists, healthcare providers, paraeducators, and language navigators may be invited based on student needs.

Referral Process
Students may be referred to the SST for persistent academic or behavioral concerns. Before referral, teachers must document the use of differentiated instructional strategies and collaboration with other staff. Referrals are submitted using a standardized form and must include relevant data such as attendance records, academic assessments, behavior logs, and prior interventions.

SST Meeting Process
Scheduling: SST meetings are scheduled promptly based on the urgency of the concern and include all relevant team members.

Data Collection
The team reviews comprehensive student data to inform the discussion.

Intervention Planning
A tailored plan is developed with specific goals, strategies, responsible staff, and a timeline for implementation.

Follow-Up
A follow-up meeting is held six weeks after the initial meeting to assess student progress and adjust the intervention plan as needed.

Documentation
All decisions, meeting minutes, and progress reports are documented and stored in the student's confidential file in accordance with FERPA and HCCTS policy.

SST Outcomes
The SST may recommend continued interventions within the general education setting, changes in instructional methods or placement, referrals to support services or external agencies, or, if appropriate, a referral to the 504 Committee. All recommendations are monitored and evaluated for effectiveness.

Confidentiality and Compliance
SST processes comply with all applicable privacy laws, including FERPA. All records and discussions remain confidential and are shared only with authorized personnel.

Socioeconomically Disadvantaged Students
At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies socioeconomically disadvantaged and low-income students consistent with state and federal definitions upon registration through our Household Income Data Collection form and PowerSchool SIS system. This subgroup makes up a large majority of our student population.

To best serve our socioeconomically disadvantaged and low-income students, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in academic enrichment activities that align with their level-pacing academic plans and learn cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how to use mental models. Additionally, to meet the economic needs of these students, HCCS holds workshops with partners on issues related to economic need and building financial independence.

Instructional Days and Minutes Calculations
HCCS maintains multiple bell schedules that consistently exceed the minimum instructional time required under Education Code Section 47612.5(a), which mandates 64,800 minutes annually. Both AM and PM bell schedules detail 5 consist of 5 instructional days, Monday through Friday with 5 periods each except on 17 modified Friday schedules designed to incorporate time for teacher professional development. The Academic Calendar(found on page 25) includes 197 instructional days, 180 regular and 17 modified Fridays, totaling 65,087 minutes for both AM and PM schedules.

Instructional Minutes Report (Full Day) *Bell Schedule* *2025-2026*		
AM Bell Schedule		
PLC - Planning	8:00 - 8:45 am	0
Period 1	8:45 - 9:51 am	66
Passing Period	9:51 - 9:53 am	2
Period 2	9:53 - 10:59 am	66
Passing Period	10:59 - 11:01 am	2
Period 3	11:01 - 12:07 pm	66
Passing Period	12:07 - 12:09 pm	2
Period 4	12:09 - 1:15 pm	66
Lunch	1:15 - 1:45 pm	0
Period 5	1:45 - 2:51 pm	66
PLC - Reflection	2:51 - 4:30 pm	0
	Total Instructional Minutes:	**336**
PM Bell Schedule		
PLC - Planning & Reflection	2:00 - 4:00 pm	0
Period 6	4:00 - 5:06 pm	66
Passing Period	5:06 - 5:08 pm	2
Period 7	5:08 - 6:14 pm	66
Passing Period	6:14 - 6:16 pm	2
Period 8	6:16 - 7:22 pm	66
Passing Period	7:22 - 7:24 pm	2
Period 9	7:24 - 8:30 pm	66
Lunch	8:30 - 9:00 pm	0
Period 10	9:00 - 10:06 pm	66
Site Close	10:06 - 10:30 pm	0
	Total Instructional Minutes:	**336**

Instructional Minutes Report (Teacher PD) *Bell Schedule* *2025-2026*		
AM Bell Schedule		
PLC - Planning	8:00 - 8:45 am	0
Period 1	8:45 - 9:38 am	53
Passing Period	9:38 - 9:40 am	2
Period 2	9:40 - 10:33 am	53
Passing Period	10:33 - 10:35 am	2
Period 3	10:35 - 11:28 pm	53
Passing Period	11:28 - 11:30 pm	2
Period 4	11:30 - 12:23 pm	53
Lunch	12:23 - 12:53 pm	0
Period 5	12:53 - 1:46 pm	53
Professional Development	2:00 - 4:30 pm	0
	Total Instructional Minutes:	**271**
PM Bell Schedule		
Professional Development	2:00 - 4:30 pm	0
Break	4:30 - 5:05 pm	0
Period 6	5:05 - 5:58 pm	53
Passing Period	5:58 - 6:00 pm	2
Period 7	6:00 - 6:53 pm	53
Passing Period	6:53 - 6:55 pm	2
Period 8	6:55 - 7:48 pm	53
Passing Period	7:48 - 7:50 pm	2
Period 9	7:50 - 8:43 pm	53
Lunch	8:43 - 9:13 pm	0
Period 10	9:13 - 10:06 pm	53
Site Close	10:06 - 10:30 pm	0

Instructional Requirements Report *2025-2026*

AM Bell Schedule

Weekdays	*InstructionalMinutes per Day*	*InstructionalDays*	*Grand TotalMinutes*
All (M-F)	336	180	60,480
Teacher PD Days	271	17	4,607

PM Bell Schedule

Weekdays	*InstructionalMinutes per Day*	*InstructionalDays*	*Grand TotalMinutes*
All (M-F)	336	180	60,480
Teacher PD Days	271	17	4,607

Instructional Requirements

Requirement	*Requirement*	*Meets Requirement?*	*Notes*
Annual Instructional Minutes Required for Grades 9-12 (AM)	EDC 47612.5:64,800	Yes	65,087.00
Annual Instructional Minutes Required for Grades 9-12 (PM)	EDC 47612.5:64,800	Yes	65,087.00
Required Minimum Minutes per Day (AM)	EDC 46141:240	Yes	336.00
Required Minimum Minutes per Day (PM)	EDC 46141:240	Yes	336.00
Earliest Start Time for High Schools	EDC 46148:8:30 AM	Yes	9:00 AM start
Minimum Number of Days per Track	EDC 47612[d][3]: 175 Days	Yes	197
Attendance Charters Must Require of Students	EDC 47612.5[e][1]:80%	Yes	In Board Policy
Required Percentage of School Days for Each Track Prior to April 15	EDC 47512[d][5]:55%	Yes	73%

Month	**Instructional Days**	**Instructional PD Days**		
July	0	0		
August	11	1		
September	19	2		
October	21	2		
November	12	2		
December	13	2		
January	17	2		
February	16	2		
March	17	2	Excess Minutes	287
April	16	1	Excess Days	0.85
May	19	1		
June	19	0		
Total	**180**	**17**		

Graduation Requirements
HCCS' high school students are eligible to graduate when they have been awarded 180 high school credits: 110 Academic including a mandatory 10 credits academic credits from Workforce Readiness courses, and 70 in elective or Career Technical Education (CTE) credits. As part of the 180 credits, transfer credits and employment credits count toward this total. As soon as the high school students complete 180 credits and those credits are verified, students are eligible to apply for their diplomas. After students receive their diplomas, they are asked to participate in a graduation ceremony.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements left to graduate. Each student is provided with an academic progress report. In the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2030-31 school year.



Attendance Policy
HCCS recognizes that attendance is a critical indicator of student progress and overall academic success. Despite the inherent challenges in ensuring consistent engagement among adult learners across all instructional periods, the school remains committed to full-day attendance expectations for all students.

In the 2024–2025 school year, HCCS has implemented a series of initiatives aimed at improving student attendance, enhancing the accuracy of attendance reporting, and strengthening accountability measures for both educators and administrators. These efforts include the adoption of a revised Attendance Enforcement Policy (BP 5113.1) by the HCCS Board of Directors on March 20, 2025. Key changes in the updated policy include:

- 80% Daily Attendance Rule: Students must be present for at least 80% of scheduled instructional hours weekly.
- 15-Minute Rule: Students who check in but leave within the first 15 minutes of class without prior approval will be marked absent. Repeated violations may result in intervention and disenrollment.
- Meaningful Engagement: Attendance is verified by meaningful engagement. Students who check in but fail to participate meaningfully will be marked absent.
- Forgery of Attendance Records: Any student found falsifying attendance records, including signing in for another student, will face disciplinary action, including possible suspension, expulsion, or disenrollment.

HCCTS employs tiered intervention strategies to support students struggling with attendance before taking disciplinary action:

- Notifications: Calls, text messages, and emails will provide immediate alerts to students who have not met attendance requirements.
- Outreach & Support: Students flagged for low attendance will be contacted by school staff to assess barriers and develop a support plan.
- Attendance Contracts: Students with ongoing attendance issues may be placed on a probationary attendance contract outlining expectations and consequences.
- Disenrollment Procedures: Students failing to meet attendance requirements after documented interventions may be disenrolled following due process, as outlined in BP 5111.5 (Disenrollment).

Additionally, HCCS has drafted and adopted the following policies to help enforce attendance.

- 5111.5 Disenrollment and Involuntary Removal (Revised and Approved 03/20/2025) - Outlines the involuntary disenrollment for students who accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them.
- 5120 BP Satisfactory Academic Progress (Approved 03/20/25) - Outlines students must maintain active attendance
- 5131 BP Student Conduct (Revised and Approved 03/20/2025) - Outlines the ramifications of students who forge attendance records
- 6164.5 BP Student Success Teams (Revised and Approved 04/25/2025) - Outlines interventions to support students reportedly struggling with attendance

In addition to the board policies, HCCS has updated the bell schedule for the 2025-2026 school year, which now contains 5 periods rather than 3 periods for the AM schedule. It meets the minimum number of instructional minutes, and it has only one PM schedule for all sites, rather than three (as in the 2024-2025 school year).

Record Retention & Compliance

- BP 5120 (Satisfactory Academic Progress) now mandates that manual attendance records, including sign-in sheets, be retained for three years in both physical and digital formats to ensure compliance with California Code of Regulations, Title 5 and facilitate accurate auditing.
- The Director of Attendance is responsible for overseeing record retention and compliance audits to maintain regulatory standards.
- Random attendance audits will be conducted regularly to identify and prevent discrepancies.

We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available, either at HCCS, at one of our partner organizations, or at an external location.

Attendance Calendars
In the 2024-2025 school year HCCTS contracted with Charter Impact to assist with setting up 20-day Attendance Calendars in PowerSchool to ensure correct divisors in calculating ADA for P-2.

Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward.

An example of the 20 day calendar can be seen below for the 2025-2026 school year:

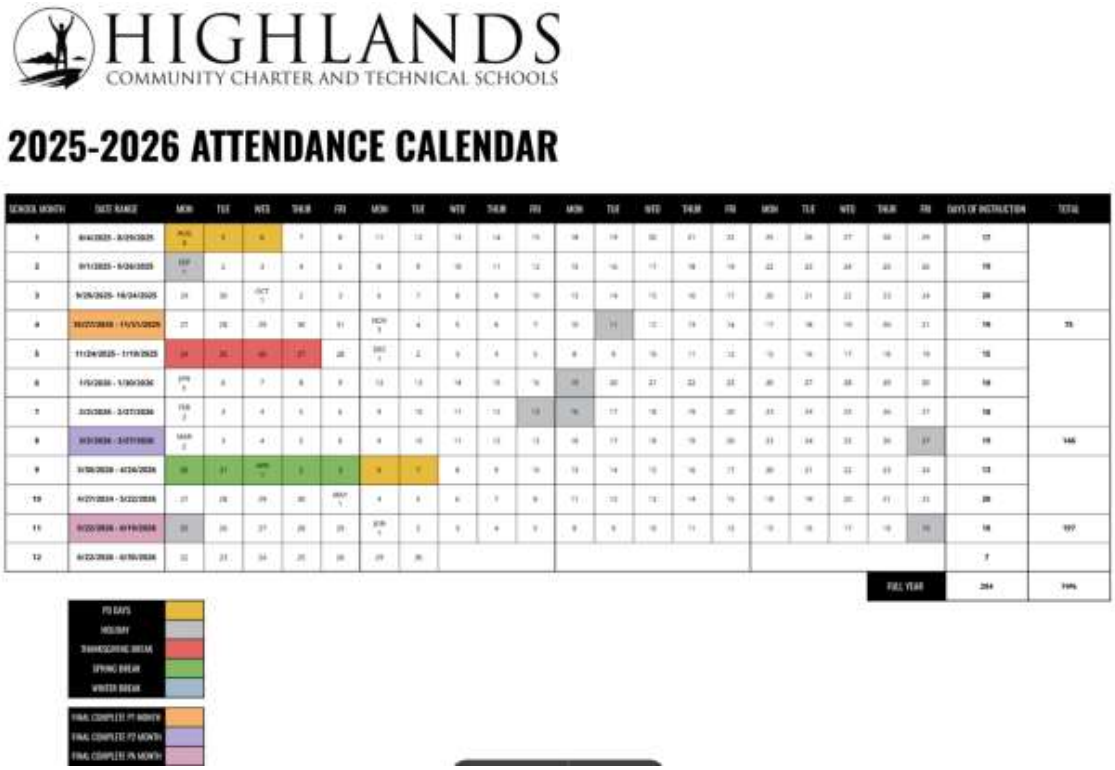

Academic Progress
HCCS has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California

regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

Career Technical Education (CTE)

CTE programs provide students with hands-on job training while earning course credits and industry recognized certifications. Courses help students build skills for careers, develop student agency and confidence, and build social capital, all while pursuing career pathways that allow students to earn a liveable wage

HCCS recognizes the importance of robust Career Technical Education programs, especially for traditionally underserved students. Programs in the past were developed with student interests in mind and course expansion was historically based on student interests. Moving forward, HCCS will align workforce needs with student interests to identify the most viable CTE classes and pathways.

Currently, HCCTS offers one Personal Finance course as part of our CTE program. We are looking to add a licensed real estate class, relaunch the culinary, welding, health services, early childhood education, and digital literacy classes in the new calendar year. Further efforts to expand CTE offerings revolve around business, community organization and school partnership. The redesign effort is just beginning, and involves identifying the leading businesses and industries in the Greater Sacramento Metropolitan that have job opportunities at liveable wages and can support workforce development pathway programs for students with industry aligned certificates. Community-based organizations are serving as intermediaries to facilitate employer and school-based connections, and later to provide adult mentors and internship opportunities for students. The redesign emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work based learning. New courses will be carefully vetted and released in phases.

Highlands Community Charter School currently offers one Personal Finance through the CTE program in 2025-26. To grow capacity and pathway offerings, our CTE program is entering a redesign led by a cross functional team. We are centering student voices and using labor market data and teacher input to shape offerings that put learners first. The plan emphasizes clear pathways based on local and regional employer needs, flexible schedules, strong language supports, and meaningful work based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

HCCS will have seven CTE programs in the 2025-2026 school year:

- Culinary Arts
- Digital Literacy and Multimedia
- Early Childhood Education (ECE)
- Medical Services
- Microsoft Office Specialist (MOS) Certification

- Personal Finance
- Real Estate

Culinary Arts

Culinary Overview

Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications

- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements

- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non-slip shoes for lab days

Work-based Learning

- Guest chefs, site tours, catering practice for school events, community tastings
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification, where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School-issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements

- Completion of project-based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based Learning

- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress
- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview
Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language supports are embedded for multilingual learners.

ECE Target Certifications
- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements
- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning
- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress
- Hiring teachers for this program
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview
Entry-level health care services skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS CPR and First Aid
- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based learning
- Real world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investment. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work based learning
- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress
- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026

Personal Finance Progress
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview
Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications
- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements
- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning
- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress
- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability and Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions

- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next level training

Workforce Services

The Center for Workforce Solutions is located at the main campus on Hillsdale Blvd. The Center accepts both walk-ins and appointments and connects students to a variety of services including:

- Job fairs
- Job search services
- Assistance with CalJOBS
- Application help
- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- Referrals to partners and other external agencies
- Center for Workforce Solutions

Workforce Innovation and Opportunity Act

In 2014, the Workforce Innovation and Opportunity Act (WIOA) became law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs.

Under Ed. Code 47605.1(f)(1) HCCS provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.), now known as WIOA. HCCS partners with The Sacramento Education and Training Agency, the local workforce development board for Sacramento County. All students may only be admitted under the terms of an exclusive partnership agreement, which limits students to those 22 years of age or older.

Under Education Code 47605.1(f), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

Technology

HCCS students have varying levels of knowledge and experience with technology. Some students are very familiar and comfortable using computers and computer programs. Some students have excellent typing, composition, and internet skills, while others struggle to turn on a computer.

HCCS prioritizes and supports the use of technology in our learning environments because increasing experience and proficiency with technology contributes to successful educational outcomes and better career opportunities for 21st-century learners. Because digital resources can provide valuable benefits to our students, we design our learning programs to help them build digital literacy for the modern age.

One goal at HCCS is to help students integrate technology into their lives via classroom lessons, relevant examples, classwork, projects, and opportunities to improve communication skills. Technology standards and objectives are integrated into the curriculum and clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize key tools such as email and document sharing. HCCS expects teachers to use and adapt technology as appropriate to accommodate students' varying skill levels and educational needs. In addition, the IT Department and Digital Navigators work diligently to support teachers and students who need assistance expanding their digital skills.

In recent years, HCCS has overcome complex challenges to ensure that its students, teachers, and school sites have equitable access to technology. With support from our IT Department, all HCCS classrooms now have access to the items listed below.

Equipment Available in HCCS Classrooms

Standard Equipment (All Classrooms)

- Projector onto whiteboard
- Document Camera
- Speakers
- 30 Chromebooks
- 30 over-the-ear headphones w/mic
- 1 Charging cart

Available upon Request (All Classrooms)

- Additional Chromebooks and headphones
- Projector Screen
- Student Earbuds

We believe that digital literacy will become increasingly crucial for student success in the 21st century, with benefits for academic achievement, career opportunities, and social engagement. Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, HCCS seeks to ensure that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society.

Student Services

Highlands Community Charter School has a unique opportunity to work with adult learners who have faced many life challenges. As a result, our students require a wide range of academic, career, and personal support to achieve their goals. In the 2025-26 school year, we have the opportunity to sustainably grow our student services staff, which faced staffing cuts during restructuring in the first part of the year. At the time of this material revision, we plan to develop an Intervention Coordinator role to support partnerships with community agencies. These agencies provide essential support well beyond what HCCS can offer, such as dental and medical services, nutrition, child care, housing support, and other necessities that will support their academic success.

Orientation/Student Onboarding

HCCS holds an orientation at the beginning of each year to help students become familiar with the school's policies, procedures, and programs, supporting student agency in making informed decisions about their academic plan. In August 2025, the orientation was expanded to provide additional clarity regarding updated academic policies, attendance requirements, the new five-period bell schedule, and our new curriculum, Savvas.

Navigators

To ensure equitable access to our programs, HCCS has employed dedicated staff members to ensure every student understands all the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators provide multilingual communication, academic and career support, and access to community resources. HCCS Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, as part of organization restructuring, the Navigators were released from their positions. HCCTS plans to redesign and reinstate the Navigator program, with staffing and implementation to begin by January 2026.

English Learner (EL) Services and New Student Supports

HCCS provides comprehensive support for new students and English learners. HCCS student services staff provide comprehensive orientation services that help students navigate the HCCS system. The academic supports are listed in the educational philosophy section. HCCS also provides native language support and cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology set up support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community.

Student Advisory Council

In the 2025-2026 school year, HCCS will establish two Executive Student Advisory Councils – one for the AM student cohort and one for the PM student cohort. In Fall 2025, the Chief Academic Officer (CAO) will meet with students nominated for the Advisory Councils. The first student advisory council meeting is set for mid-November. The Councils will meet quarterly with the Executive Director to contribute student perspectives on HCCS initiatives, increasing student agency, belonging, and leadership. The quarterly meetings provide consistent

opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships
Highlands Community Charter School serves a very high-needs student population and has developed multiple partnerships with external organizations to address those needs. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:

- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of HCCS services. This includes connecting students to dental services, food banks, clothing, etc.

Student Support and Counseling
We are proud to have highly trained, compassionate counselors who support every student. Our counselors can provide assistance and information on many issues, including:

- Family issues
- Personal issues
- Conflict management
- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS, our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Services for Students with Disabilities

Overview

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older. Therefore, it is not required to join a SELPA pursuant to Education Code 47641(a), either on its own or with a grouping of charter school LEAs as a consortium. As such, HCCS does not receive state and federal revenues in accordance with SELPA's allocation plan.

HCCS will continue to make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates governing service to students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). Students will receive information about Section 504 protections when enrolled in the program.

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services only through age 22, but HCCS integrates IDEIA principles as part of its mission to provide K-12 educational opportunities to adult students in compliance with all applicable laws. For students who provide the school with a copy of a previously approved IEP, the Student Success Team ("SST") will review the IEP and work with the student to identify reasonable accommodations that provide equal access to the student's educational program, including a 504 plan if appropriate. HCCS will incorporate the student's reasonable accommodation needs into the student's educational plan as part of their individual learning strategy based on identified needs in the previous IEP.

Disabled students without a previous IEP may request reasonable accommodation by contacting school staff. Accommodation requests will be referred to the SST, who will evaluate the request, review the student's documented needs, and work with students in an interactive process to determine what accommodation is necessary to support their academic success.

504 services can also begin with a Response to Intervention based on academic challenges identified by Student Success Team members. The team will work with the student to identify individual barriers to academic success and create an academic support plan. If the student does not make satisfactory progress and consents to evaluation, they may be referred for evaluation under Section 504 of the IDEA. Any decision to deny or grant a reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEA, ADA, and the California Education Code.

HCCS does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

solutions offered by the school or propose a different alternative as part of the interactive process.

Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to HCCS's educational programs, as required by 304 C.F.R. 104.44. HCCS may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

In the 2024–2025 school year, HCCS completed a comprehensive WASC Self-Study that involved 12 internal focus groups and resulted in the development of a six-year WASC Action Plan aligned with LCAP goals. Over 200 staff members and nearly 100 students participated in the self-study process through these focus groups. In October 2024, a six-person WASC Visiting Committee conducted a three-day site visit, holding eight additional focus groups with staff and students. The committee visited 14 sites in person and reviewed 18 more virtually through pre-recorded tours. Following this extensive review, the Visiting Committee evaluated HCCS across 14 accreditation status factors, rating 11 as Highly Effective or Effective, 3 as Somewhat Effective, and none as Ineffective.

In March of 2025 WASC informed HCCS it was postponing its accreditation decision pending the result of the California State Audit. HCCS remains in probationary status as of September 2025. To ensure compliance with all program requirements, HCCS has developed a three-year plan to maintain its WASC accreditation, including measures to reduce student-teacher ratios, improve professional development, enhance data tracking, and increase EL support.

Recruiting Qualified Teachers

Highlands Community Charter School recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs. More efforts will be made going forward to aggressively recruit and retain exceptional educators with both adult and k-12 credentials, given the unique population of students we serve.

UMass Global

Highlands Community Charter and Technical Schools is partnering with UMass Global to help our intern teachers earn a California Preliminary Teaching Credential. UMass Global provides advising, admissions support, and the required coursework, while Highlands provides a paid

classroom placement, a site mentor, and job-embedded coaching. We also recruit and train Mentor Teachers—experienced educators who meet weekly with interns to co-plan, observe, and give feedback. University supervisors and site mentors conduct joint observations, so candidates get clear, consistent guidance as they complete clinical hours and state assessments. Our shared professional learning centers on HCCS priorities like integrated ELD, literacy across the curriculum, and effective use of adopted materials. The partnership is formalized in an MOU and builds a steady, well-supported pipeline of prepared teachers for our classrooms.

Transferability of Courses

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

Information about WASC accreditation can be found at HCCS' website. HCCS is currently WASC-accredited on a probationary basis. Further determination will be made by the WASC commission in 2026.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)
"The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." (Ed. Code § 47605(c)(5)(C).)

Measurable Goals of the Educational Program

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The current LCAP is on file with the District and is also available on our website at http://www.gcccharters.org. The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed in the Charter, shall not be considered a material revision to the Charter, and shall be maintained by SAVA at the school.

HCCS was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of HCCS demands that it offers extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the HCCS student population compared to most schools, has led HCCS to set its performance targets for all students rather than for traditionally designated subgroups.

Alignment With State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has

sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and will be appropriately assigned.
Method	In addition to hiring credentialed teachers HCCS will support teachers in the credentialing process including obtaining Intern credentials and the completion of any necessary credentialing program.
Measurement	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of School Accountability Report Card.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	All instructional materials will be assessed for alignment with state common core standards, CASAS standards and ELP objectives.
Measurement	Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119.

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At HCCS 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	Offer a wide range of standards-aligned materials to ensure teachers have access to diverse standards-aligned methods and modalities and individual student needs can be met through access to multiple aligned curricula.
Measurement	Engagement with curricula will be tracked for engagement and impact and

	assessed by the Executive Director, Chief Academic Officer, Director of Curriculum or other designee.
Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Student progress will be measured through course completion, level exit tests, EL Civics tests and applicable state testing including CAASPP and CAST.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of progress from Intermediate ESL (equivalent to Federal NRS ESL Level 5) to Bridge (Equivalent to Federal NRS Level 6)

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all HCCS students are 22 years and over HCCS will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through a minimum of 5 educational partner events annually.
Method	Engage students in community partner events to solicit and gather student feedback.

Measurement	Student feedback will be recorded, collated, and analyzed by HCCS staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Each year HCCS will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population.
Method	Each year HCCS will circulate a student satisfaction survey. The survey will be made available in no less than the 5 most widely spoken languages among the student population. Additionally, Working in PLCs each teacher has a minimum of 2-3 focal students with whom they are collecting warm/street data to understand the students' learning experience so that they can be responsive.
Measurement	HCCS will track the number and percentage of students participating in the survey. Before and after each survey period HCCS staff will discuss and implement strategies to increase student participation.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for HCCS students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to HCCS students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged. This will be documented in the LCAP.

STATE PRIORITY 4: Student Achievement **Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners**	
Subpriority A: Academic Achievement Metrics	
Goal	Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as outlined below in HCCS Academic Achievement Metrics.

Method	All HCCS students take regular CASAS tests every 6-8 weeks. All counselors schedule regular meetings with 12th-grade students and provide a personalized graduation plan to ensure all 12th graders graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.
Subpriority B: Standardized Tests	
Goal	Implement two mandatory training on Smarter Balanced assessment for teachers and paraeducators.
Method	HCCS will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to HCCS and TRUSD.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports.

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	HCCS will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at HCCS. Students not meeting requirements will receive academic support and intervention.

Measurement	HCCS will produce monthly, quarterly, and annual attendance reports and track periodic attendance rates which will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	HCCS will reduce chronic absenteeism by 5% yearly.
Method	HCCS will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.
Measurement	HCCS will report chronic absenteeism in Dataquest.
Subpriority C: Graduation Rates	
Goal	The HCCS DASS 1-Year graduation rate will meet or exceed 20 percent.
Method	All HCCS 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The reported number of graduates in CALPADS will be compared against the cumulative enrolled population of 12th grade students for the school year.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	HCCS will maintain a suspension rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will track student suspension in PowerSchool and report it in CALPADS.
Subpriority B: Pupil Expulsion Rates	
Goal	HCCS will maintain an expulsion rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will report student expulsion rates using CALPADS.

Subpriority C: School Climate	
Goal	HCCS will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of HCCS community partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	HCCS students with limited English proficiency are enrolled in classes with designated English support which offer integrated access to all content areas.
Measurement	Yearly review of course outlines, descriptions, ELP objectives, and EL Civics content areas.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy.
Method	All English learners will be supported with English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing.

Measurement	Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All EL students will be enrolled in Civics education.
Method	Students will take 3 yearly CASAS Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Method for Measuring, Analyzing, and Reporting Pupil Progress Toward Outcomes

Assessment

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level exit test	Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations

Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
HCCS assesses all students as part of the admission process. Non-native English speakers receive an internally developed placement test to determine English proficiency. Additionally all students receive CASAS testing to establish a baseline for academic achievement.

State Testing
In compliance with Ed. Code HCCS will offer the California Assessment of Student Performance and Progress (CAASPP) and the Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. HCCS also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to HCCS, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Student Growth
HCCS uses the Comprehensive Adult Student Assessment System (CASAS), a competency based adult assessment program validated by the U.S. Department of Education for use in adult education. While HCCTS is a K-12 institution there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at Highlands. The test series used by HCCS are listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 6-8 weeks. Testing is conducted via an application installed on HCCS Chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre- and post-testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ESL Students			
CASAS Reading STEPS	5.1 points	6.3 points	5.2 points
CASAS Listening STEPS	4.0 points	4.1 points	5.8 points
Adult Basic Education Students			
CASAS Reading GOALS 2	5.4 points	6.4 points	4.9 points
CASAS Math GOALS 2	3.4 points	2.8 points	6.0 points

The data reveals several encouraging trends across both programs. For English Language Learners, CASAS Listening scores have shown steady year-over-year improvement, culminating in a significant gain of 5.8 points in 2024–2025—the highest in three years—indicating that recent adjustments to listening instruction are proving effective. Although reading gains dipped slightly this year, they remain above the 2022–2023 baseline, suggesting partial retention of prior improvements.

At the high school level, CASAS Math scores rose dramatically in 2024–2025, jumping from 2.8 to 6.0 points, signaling substantial progress in math instruction. ABE students also demonstrated consistently strong gains in reading from 2022–2024, reflecting effective literacy practices despite a slight decrease in the most recent year.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	60.38%	67.27%	55.07%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	75.78%	78.10%	80.73$
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	70.87%	73.84%	78.76%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.21%	70.21%	71.31%

	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	59.62%	68.13%	68.44%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	51.67%	64.01%	62.63%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	88.89%	75.00%	72.50%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	52.50%	61.26%	70.85%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	56.85%	60.32%	60.33%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	63.28%	71.19%	75.50%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	50.91%	52.74%	59.92%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	8.51%	0.00%	20.34%
	CA State target	36.50%	43.50%	TBD

Highlands Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
HCCS	42.3%	49.6%	57.8%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement. .

Percentage of Learners with Pre and Post CASAS Test

2022-2023	2023-2024	2024-2025
56.61%	64.68%	75%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 56.61% of students received both tests. This increased to 64.68% in 2023–2024 and rose again to 75% in 2024–2025. This steady improvement demonstrates HCCS's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing HCCS to better capture and respond to their academic development.

Teachers, counselors, and proctors at HCCS work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, HCCS is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, HCCS is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)
Integrated English Language and Civics (ELCivics) programs are designed to offer English language learners access to English language literacy instruction while learning crucial concepts for participation in the workforce and civic life in the United States. EL Civics assessments are developed according to assessment plans (COAAPs) supplied by CASAS and reported to the state via TOPSPro Enterprise, a state developed software tool.

For the past five years EL Civics assessments have been conducted through Google Forms. EL Civics data was collated and reported through automated Google API scripts. While initially cost effective the maintenance of an increasingly large dataset became impractical. In 2025 EL Civics implemented a pilot with Edcite to streamline the reporting process, improve the quality of the assessment, and to offer more accurate and detailed data tracking.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2022-2023	Employment	33.7	1407	951
2022-2023	Pharmacy	28.1	1695	1107
2022-2023	Education	13.5	1906	1503
	Totals			3561
2023-2024	Employment	33.9	2322	1830

2023-2024	Personal Finance	1.8	2351	1864
2023-2024	DMV	12.7	2522	2049
	Total			5743
2024-2025	Employment	33.8	5279	3270
2024-2025	Health and Nutrition	46.7	4573	3329
2024-2025	Education	13.6	2804	2216

High School Graduation
Graduation is the best way to identify course completion for high school students. At HCCS, graduation day is like a holiday worthy of celebration. It is the culmination of years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma and exit as a graduate. Since this happens on a very regular basis, HCCS provides more than one opportunity a year for students to celebrate and "walk the stage." HCCS holds graduation ceremonies every summer and winter. Each year, the venue has changed in response to graduation growth.

HCCS Graduation Rate
Historically, HCCS has used two graduation rates to track graduation: a one-year graduation rate utilized by DASS schools and the traditional 4-to-5-year cohort rate. The default method of measurement for graduation rate is the 4-to-5-year cohort rate. This measures the percentage of students who graduate in exactly 4 or 5 years after first entering the 9th grade.

HCCS faces a unique situation regarding its 4- and 5-year cohort graduation rate. Before 2021, English language learner students were designated primary students and enrolled in grades 1 and 2. In 2020-2021, all HCCS students were redesignated as high school students to better recognize their adult status. This resulted in a massive increase in 4-year cohort size. However, over 80% of these students still lacked basic secondary education skills, leading a very large number of students to spend extra time in the 9th grade as they develop their English language and academic skills.

Other students have entered HCCS with better English proficiency and more academic achievement in their countries of origin, leading them to graduate much faster. Students in the 2025 Winter graduation were enrolled for 2.5 years on average.

Students who graduate in 1-3 years are not reported as graduates for the graduation rate as presented on the California Dashboard until 4 years after their first entry in a high school. For example, if a student enrolls in the 2022-2023 school year and graduates in the 2024-2025 school year, they will not be counted in the published 4-to-5-year graduation rate until 2026-2027. Students who graduate in more than 5 years will never appear in the published 4-to-5-year

graduation rate. So, an adult student who may have dropped out at 18 and finished their diploma at the age of 23 will not be represented in this graduation rate even if it only took them an additional year of school to complete their education.

For a school explicitly intended to serve alternative students who enter with an extremely wide range of educational backgrounds and levels of credit attainment, the cohort graduation rate is at very best a lagging indicator. In practice, it obscures rather than reveals the achievements made by students and the outcomes of the program. Furthermore, the proposed reduction in enrollment over the next five years will ensure that the cohort graduation rate will be at best highly unpredictable.

The chart below demonstrates the scale of the issue. While HCCS will continue to track and report the 4-year cohort rate, it will also track and report the 1-year DASS graduation rate to provide a more comprehensive picture of the outcomes of its academic programs.

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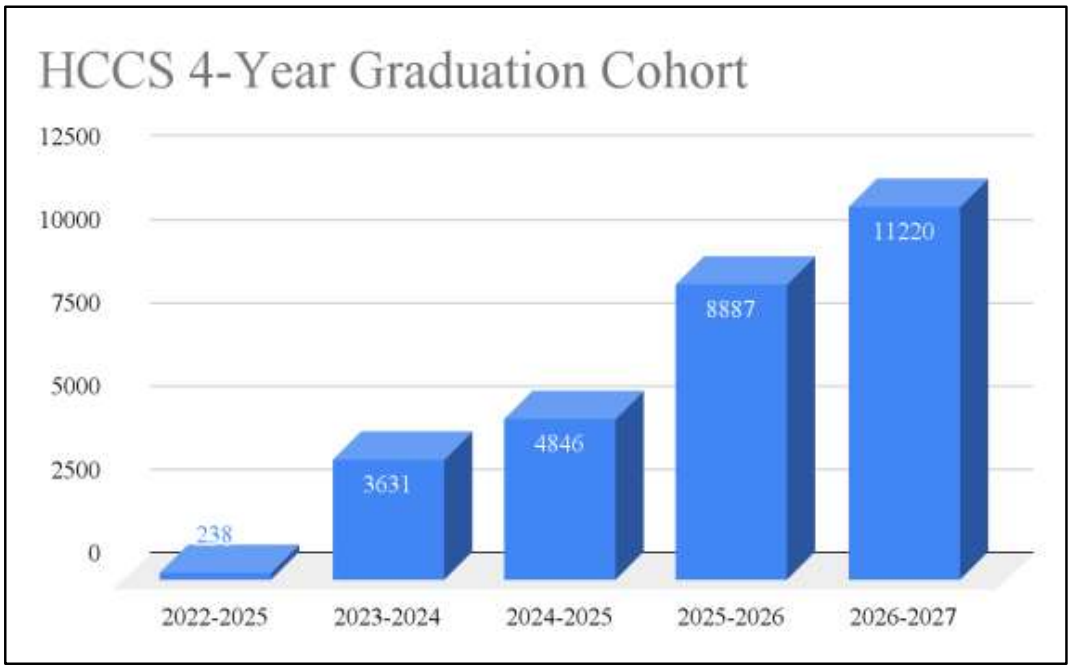

While the raw number of HCCS graduates has grown dramatically, only 176 of HCCS' over 800 graduates reported in CALPADS for the 2024-2025 school year will be accounted for in the published 4-year cohort rate.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

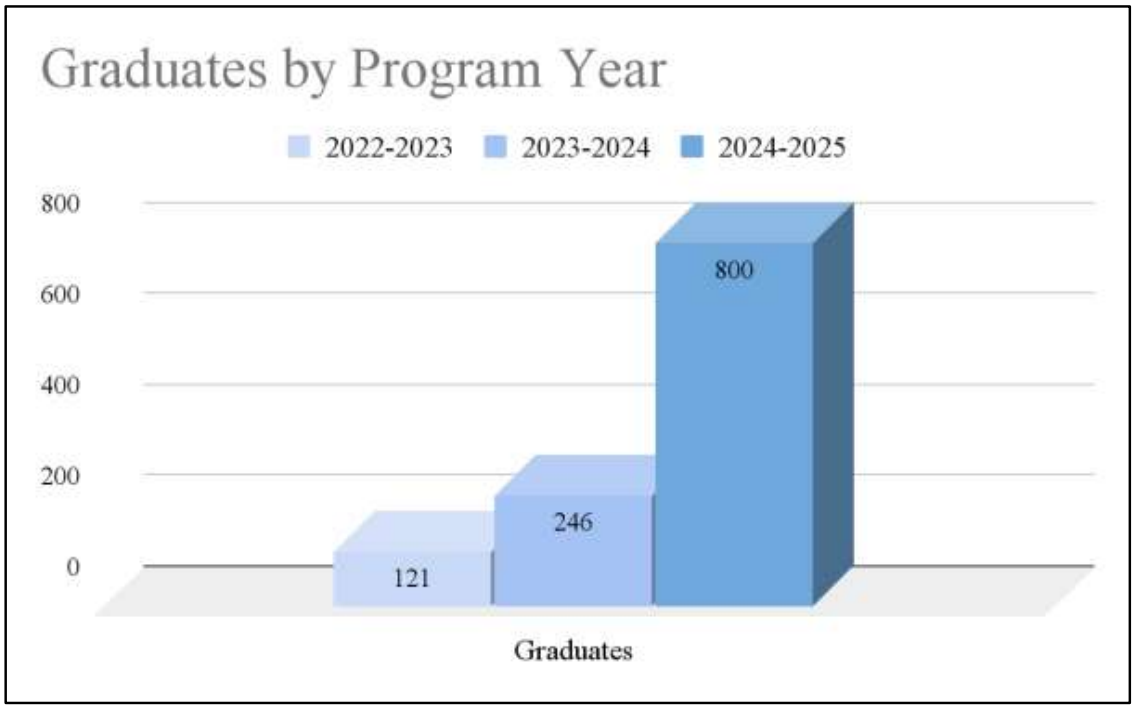

HCCS 1-Year Graduation Rate

HCCS students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition of this status, HCCS continues to track and report the 1-year graduation rate. The 1-year graduation rate is calculated as follows

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year (all students without 90 days cumulative enrollment)}}$$

2022-2023	2023-2024	2024-2025
22.8%	32.1%	55.5%

ESL Level Progress

English Language learners progress through courses designed to advance their English Language skills while giving them the opportunity to engage with increasingly in-depth standards aligned

content. Level 3 (Intermediate) is a particularly significant milestone. Completion of this level indicates that the student is able to participate in High School with significantly reduced designated support.

Alternative School Status

HCCS is accountable to the California Department of Education to ensure that HCCS students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and, in many ways, fail to understand the needs of alternative students. As a result, the California Department of Education recognized alternative accountability measures for alternative schools.

In March 2015, HCCS adopted the Alternative Schools Accountability Model (ASAM), and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, HCCS has been accountable to the California Department of Education and adhered to the indicators set forth by DASS. In November 2024, HCCS agreed on a formal set of DASS metrics with Twin Rivers. In December 2024, however, HCCS was informed by the CDE that it would lose its DASS status. Despite this, HCCS will continue to track the agreed-upon metrics as Academic Achievement Metrics.

HCCS Academic Achievement Metrics
Academic Achievement
CASAS ESL
1. The percentage of HCCS English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
CASAS ABE
1. The percentage of HCCS high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
CASAS ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

Academic Improvement
2. The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
CASAS ABE
1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels
1. The percentage of HCCS students with a CASAS pre- and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
CASAS ABE
1. The percentage of 12th-grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments

At HCCS, teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations

- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

Grading and Progress Reporting Systems
HCCS uses the traditional grading system A, B, C, D, and F. For GPA points, an A has a value of four points, a B has a value of three, a C has two, a D has one, and an F has zero. Although teachers may add a plus or minus to a grade, they do not affect the students' GPA. Students must receive a letter grade of B or better to pass a class or earn credits. If a student receives a grade lower than a B, they must engage in additional work until they demonstrate sufficient effort and mastery to receive a B. Students receive grades after they finish a course, partial course completion, or at the end of a term, whichever comes first.

Evaluation Methods
At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios.

High school course completion is tied to end of unit and end of course assessments. Students must receive a minimum of 80% on all assessments to receive credit.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
HCCS uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's strengths and areas for growth, enabling timely and targeted academic support when needed.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at HCCS analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data inform decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention support. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

Retention
HCCS addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported through cooperation between academic staff, counselors, and classified staff. HCCS will ensure specific roles relating to retention and engagement are added to the organization as appropriate to enrollment and student needs.

Program Audit and TRUSD Oversight
HCCS will compile and provide an annual performance report to TRUSD. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by the HCCTS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on waitlists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Element D Governance

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." (Ed. Code § 47605(c)(5)(D).)

Governance Overview

Highlands Community Charter School (HCCS) operates as a directly funded independent charter school under Highlands Community Charter and Technical Schools, a California nonprofit public benefit- corporation, in compliance with applicable California law. HCCS commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board.") The Board of Directors provides ongoing oversight of the Charter School's academic performance, financial health, and legal compliance. This oversight includes reviewing regular reports from the Executive Director and leadership team, approving budgets and audits, evaluating progress toward organizational goals, and ensuring that the school remains faithful to the terms of its charter. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, including the Executive Director. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

Board Composition and Membership

Board of Directors
Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California, and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter School's Board of Directors in July 2015.

Mary DeChance (Corporate Treasurer)



Mary DeChance is an educational leader who began her career as a Resource Specialist and later made meaningful impacts as a Principal, District Director of Special Education, District Director, and Interim Coordinator for Early Childhood Education. Mary most recently was Faculty Lead at National University serving from 2005 until her retirement in 2016. Mary holds a BA in Behavioral Science and a Master's Degree in Special Education from the National University. Mary was appointed to the Highlands Community Charter and Technical School board in November 2020.

Board Member Selection Process

The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or

county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with HCCS's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code Section 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

HCCS will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes HCCS from approving the same pursuant to Section 1090, the PRA, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except that it can advance money for work-related expenses that will be reimbursed. Lastly, HCCS promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings, and the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of

Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

Board Members shall complete annual Brown Act, conflict of interest, sexual harassment, mandated reporter training, and other mandatory training requirements.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.

Board members participate in retreats and trainings to support ongoing development and stay informed about key school initiatives. These sessions include updates on the State Audit, legal and financial compliance, and accountability and data monitoring. In the 2024 calendar year, the following board trainings and retreats were held:

- **March 15th, 2024-** Form 700 Training Provided by Young, Minney & Corr
- **August 24th, 2024-** Board Retreat- Strategic Planning, Gamification & The Brain, Future Data Analysis, Board Training Planning, Twin Rivers Oversight Reports
- **September 4th, 2024-** Board Training on Governance and Financial Oversight
- **October 31, 2024-** Collaborative Circles Board Training Session #1

Governance Structure
Highlands Community Charter School (HCCS) affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of HCCS, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the school's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also

responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

HCCS has adopted a conflict of interest code that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board, as further outlined in the Bylaws, include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.
- Attend ethics training (AB 2158).

Governance Procedures and Operations

Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda includes time for community input regarding Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website at least 72 hours prior to any regularly scheduled meeting and at least 24 hours in advance of special meetings. Emergency meetings may be held without standard notice when immediate action is required. Meetings are held at the principal office of HCCS or other publicly accessible, non-discriminatory locations within California designated by Board resolution or meeting notice. Teleconferencing is permitted if the public can attend from all listed locations, and votes are conducted by roll call. Under AB 2449 (effective through January 1, 2026), Board members may also participate remotely under certain conditions without disclosing their location, provided public access is preserved. Meeting minutes are posted to the HCCS website

within 72 hours of approval and are available upon request. The Board meets regularly—typically monthly during the school year—and meetings are calendared annually, with rescheduling allowed for holidays.

Decision-Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision-making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC"), which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of all voting Board members constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- Approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- Approval of certain transactions between corporations having common directorships,
- Creation of and appointments to committees of the board, and
- Indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Educational Partner Involvement

Educational Partner Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, HCCS makes every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback.

As part of its continuous improvement efforts, Highlands Community Charter School (HCCS) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 Highlands staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223

respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey, which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

Highlands' student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year.

In February 2024, HCCS held the Reading with Relevance event to gather information on the curriculum and its impact. Highlands engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, Highlands focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, Highlands concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. HCCS held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, Highlands hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, HCCS sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. HCCS has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, Highlands facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. HCCS engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, Highlands hosted educational partner events titled Your Voice Matters at 11 locations, compared to one location in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, HCCS gathered educational partner feedback from a total of 830, including 26 responses from students who enrolled in the Equity Initiatives program at the "Your Voice Matters" events, compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, HCCS engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, growth opportunities, and possible solutions. The responses were recorded in Google Forms. HCCS analyzed the data to identify growth areas and build the LCAP goals and actions. HCCS found a high level of consistency in climate surveys and educational partner responses. After careful review, HCCS used this feedback to determine where to increase and decrease spending.

HCCS encourages students and staff to attend, speak, and present at Board meetings; HCCS requests that students and staff complete various surveys. HCCS proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs, and HCCS is proudly responsive to the feedback it receives.

HCCS encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

Additionally, HCCS uses the school website to keep the students informed of all upcoming activities, important calendar items, and Board meeting minutes. HCCS promotes student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to the website via an Instafeed of social media content.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals.

Element E Employee Qualifications

"The qualifications to be met by individuals to be employed by the charter school." (Ed. Code § 47605(c)(5)(E).)

Qualified Employment

HCCS shall recruit professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional support roles who align with the school's instructional philosophy, mission, and vision. In accordance with Education Code 47605(e)(1), HCCS shall remain nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic included in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or based on association with an individual who has any of the aforementioned characteristics.

All employees must possess the personal qualities, knowledge, and relevant experience outlined in the responsibilities and qualifications section of the posted job description, as determined by HCCS staff in coordination with Human Resources. HCCS staff and Human Resources personnel shall recommend applicants suitable for employment. Following the interview process, final approval shall rest with the Executive Director.

Executive Leadership 2025-2026

Executive Director, Jonathan Raymond
Chief Business Official, Matthew Lemos
Chief Operations Officer, Teresa Cummings
Chief Academic Officer, Eric Chapman

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Administrative Services Credentials

HCCS supports and encourages leadership to obtain administrative services credentials through the CTC. HCCS currently partners with two programs to do this: the Sacramento County Office of Education and the San Diego County Office of Education. As of June 2025, 14 employees at HCCTS have participated in a preliminary and or clear administrative services credential program or have been accepted and will begin in the next cohort.

HCCTS administrators or employees who have completed or are currently enrolled in preliminary or clear administrative credential programs:

1. Eric Chapman, Chief Academic Officer
2. Teresa Cummings, Chief Operations Officer
3. Mayra Valdivia, Senior Director of School Services
4. Christina Martinez, Director of CTE, Workforce and Adult Education

5. Andrew Michaud, Director of Instruction and Professional Learning
6. Isa Cacho, Director of Student Services
7. Melissa Roberson, Director of Accountability and Assessment
8. Carol Zheng, Curriculum Coordinator
9. Niccole Scrogins, Admin on Special Assignment
10. Maya Perry, CICA Principal
11. Khrystsina Talstyka, HCCS Principal

The following employees have been accepted to a preliminary administrative services credential through the Sacramento County Office of Education and will begin in the next cohort:

1. Catherine Thirkill, CASAS Coordinator
2. Vicki Neal, HCCS Principal

HCCS has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024-2025 school year, the Board Policy: 4115 Personnel Evaluation and Supervision outlined the maintenance of a comprehensive personnel evaluation policy to support continuous improvement, accountability, and alignment with the school's mission. This policy applies to all certificated and classified staff and outlines clear expectations for professional conduct, job performance, stakeholder engagement, and compliance. Evaluations are conducted annually and may include observations, self-assessments, performance appraisals, and goal-setting reviews, depending on the employee's role. Supervisors are responsible for providing timely feedback, maintaining documentation, and supporting employee growth. All evaluation records are kept confidential and stored in personnel files in accordance with privacy laws. For more information regarding Board Policy: 4115 Personnel Evaluation and Supervision, see the appendix.

Frontline is an integrated system used for payroll, employee evaluation, and professional learning management. As part of its evaluation functionality, the platform securely stores all employee evaluations and monitors performance trends over time. It facilitates a standardized evaluation process across the organization and provides automated reminders to supervisors regarding upcoming deadlines. All employees are required to review and electronically acknowledge their evaluations within the system.

Teacher Credentialing

HCCTS agrees that all teachers should hold a valid teaching credential for their certificated assignment in conformance with Education Code Section 47605(l)(1) and that classroom paraeducators should not be permitted to teach as the teacher of record or without the immediate supervision of an appropriately credentialed teacher without valid teaching credentials for their assignment. In prior years, teachers at HCCS held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

HCCS has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.
Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Instructional Paraeducators
Instructional paraeducators at Highlands Community Charter School (HCCS) play a vital role in supporting certificated teachers by providing instructional assistance and academic support in students' primary languages. To ensure all paraeducators meet minimum qualifications, HCCS requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, HCCS verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at HCCS go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. HCCS uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, HR is able to filter applications based on minimum qualifications. Only employees who meet these requirements are eligible for interviews. HCCS BP 4111 outlines the hiring process for external candidates. As part of the pre-employment job application, candidates

are asked about their relationships to other employees in order to ensure that no relatives are involved in the hiring decisions and that family members do not report to each other.

HCCTS Hiring and Anti-Nepotism Policy
HCCTS has adopted Board Policy 4212.8, prohibiting relatives from participating in hiring or evaluation processes involving family members to address concerns about nepotism and favoritism. Interviewers must complete disclosure forms, and job postings, evaluations, and offers are now tracked and reviewed centrally by the HR department to ensure consistency and equity.

Organizational Chart & Job Descriptions
HCCTS regularly updates the organizational chart for accuracy based on the roles and structures needed within the organization. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process
The hiring process at Highlands Community Charter School (HCCS) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact, and is reviewed weekly by the Executive Cabinet. Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and communicates the posting status to the hiring manager. This step ensures that each job opening is intentional, well-defined, and appropriately authorized.

Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

Employee Positions and Qualifications

Employee Positions
See Appendix for the 2025 Organizational Chart.

Professional Development
In the 2024–2025 school year, HCCS adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with HCCS's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

HCCS offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. HCCS evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, HCCS offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. HCCS provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

Highlands Community Charter School (HCCS) recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While HCCS offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of HCCS. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following
That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

That the school safety plan be reviewed and updated by March 1 of every year by the charter school." (Ed. Code § 47605(c)(5)(F).

Health and Safety Policies and Procedures

Custodian of Records

HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

Promoting Student Health and Wellness

HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

Emergency Operations Guide

The Emergency Operations Guide for Highlands Community Charter School (HCCS) is a comprehensive manual that outlines the protocols, procedures, and responsibilities necessary to ensure the safety and well-being of students, staff, and visitors in the event of an emergency. Designed to comply with California law, the guide establishes HCCS staff as disaster service workers and provides step-by-step instructions for responding to a wide range of emergencies—including natural disasters, active shooter situations, hazardous material releases, and more. It includes critical contact information, evacuation procedures, communication tools, and detailed roles within the Incident Command System, ensuring a coordinated and effective response to any crisis. All staff are required to review the guide annually and be prepared to carry out assigned emergency duties. For more information about the emergency operation guide, please refer to the appendix.

Board Policies

- 5125 BP Student Records
- 5131 BP Student Conduct
- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

Social and Emotional Support and Guidance

Teachers, counselors, and all staff members who engage with students are expected to listen actively, provide support, demonstrate empathy, and guide students in developing healthy social and emotional skills. Maintaining an open-minded, trustworthy, and respectful approach is essential to fostering student well-being. HCCS is also committed to identifying students in need of mental health support and actively collaborates with community mental health organizations to connect students with appropriate resources and services.

Staff Safety Training and Protocols

HCCS staff are trained annually in active shooter response protocols, aligned with the procedures outlined in the School Safety Guide and emergency response reports. These trainings are complemented by regular campus-wide drills and communication system tests to ensure preparedness and coordination across all school sites. In addition to emergency preparedness, all staff participate in annual CPR and first aid certification, as well as any additional health and safety training required by state or federal guidelines. Staff contracts reflect agreement to comply with these safety procedures.

Student Drills and Emergency Procedures

To promote student safety and readiness, HCCS conducts fire drills and evacuation drills regularly throughout the academic year at all school sites. These drills are documented and reviewed to ensure efficiency and compliance with fire code and safety regulations.

Academic, College, and Career Counseling

Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). Counselors offer college and career counseling through individual and group sessions.

Background Checks
HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting
All HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees and other persons working on behalf of HCCS who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination
HCCS shall adhere to existing state laws regarding tuberculosis screening of employees. HCCS requires a tuberculosis risk assessment and, if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations
HCCS adheres to all applicable laws and existing Board policy related to legally required immunizations and health-related issues for both employees and entering students at HCCS.

CPR/First Aid Training
All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the

Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes
The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking
The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 12 of human trafficking prevention resources.

Menstrual Products
The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms
As required by law, on or before July 1, 2026, HCCS will provide and maintain at least one all-gender restroom available at all sites.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grade 12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

Mental Health Education
If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, et seq.

Mental Health Information
The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(N):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- A discrimination and harassment policy consistent with Education Code Section 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning
- The rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents

- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The CSSP is a detailed, annually updated strategy for preparing for, responding to, and recovering from various emergencies and ensuring a safe learning environment for students and staff. This plan assesses campus risks, addresses potential safety concerns and threats, and outlines procedures for safety-related incidents

More information about the Comprehensive School Safety Plan can be found in the appendix.

Emergency Preparedness
Highlands Community Charter Schools shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. The handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Site Administrator and, if there is merit to the concern, the Site Administrator shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens
Highlands Community Charter School adheres to state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious disease control plan designed to protect employees and students from possible infection due to contact with blood-borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment
HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure
HCCS utilizes an anonymous complaint process through a third-party vendor called Navex.

Navex
In the 2024-2025 school year, HCCTS partnered with Navex One to improve the process for receiving anonymous complaints and concerns from employees.

Navex is a vendor that allows employees to submit anonymous or non-anonymous complaints to employers. The school's goal for the use of Navex is to ensure clear communication regarding unethical or illegal activities within the organization while remaining anonymous and confidential. Employees can access Navex in three ways:

- By calling a phone line that is connected to HCCTS
- By accessing a website using a computer and a URL
- By scanning a QR code with a cell phone camera

Each Navex case is documented and then shared with the HCCTS Human Resources Department, where each case is investigated. Once enough information has been collected, the case is finalized, and actions are taken. This system has improved communication between employees and HR and has allowed improved transparency in reporting.

Discrimination and Harassment Policies and Procedures
HCCS is committed to providing a charter school free of discrimination, harassment, and retaliation. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of HCCS's sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools," an online program.

HCCS is also committed to providing a workplace free of discrimination, harassment, and retaliation based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or based on a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation.

HCCS uses policies adopted by the Board regarding discrimination and harassment (including employee-to-employee, employee-to-student, student-to-employee, and student-to-student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. HCCS adheres to laws specific to charter schools on the local and state levels regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice
At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete with an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of AB 88 (2023-24), if applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Title IX
HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location on its website the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specified in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.

C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Assurances

Highlands Community Charter School shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code §47605(e)(2)(B)(iv)) and **shall not limit access** for pupils protected by Ed. Code §47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or economically disadvantaged pupils, or foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- Not discourage enrollment in the charter school or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code §47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; HCCS may request only the information necessary to apply any admissions preferences stated in the charter.

Achieving and Maintaining Student Population Balance Plan & Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students

that is reflective of the general population residing within the territorial jurisdiction that it serves. HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220. (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and recruitment strategy to ensure that all students are informed of the educational opportunities available. These efforts will be ongoing throughout the year and will be designed to reach a broad and diverse audience. In alignment with HCCS's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods will be employed to promote equitable access and inclusive outreach.

Each year, HCCS analyzes enrollment trends in order to optimize efforts to recruit and retain students. An informal designated committee, composed of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem-solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of the valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS may allocate funds for advertising, particularly as a strategy to increase student enrollment. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Advertising campaigns must be pre-approved and fit within an annually reviewed budget that may not exceed 1% of the overall school budget without Board approval. Approval levels for advertising expenditures are tiered by amount, with campaigns over $100,000 requiring direct Board authorization.

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive

Director and an annual summary to the Board. For more information about the Board Policy 1325, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code Section 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Admission and Enrollment Requirements

California Innovative Career Academy is nonsectarian in its programs, admission policies, and all other operations. HCCS will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. HCCS shall comply with all applicable laws governing minimum age requirements for registration in charter schools. The school shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission.

HCCS admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- HCCS Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of an online student registration form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)
Per Ed. Code §§ 47612.1 and 47605.1(f)(1), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, HCCS only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The SETA or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements." HCCS will provide the District with documentation that confirms SETA or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California may be admitted.

HCCS Proposed Lottery Process
If HCCS receives registrations in excess of its enrollment capacity, the lottery process will be used to select admitted students. HCCS will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Hillsdale Campus, located at 5655 Hillsdale Blvd, Sacramento, CA 95842. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the school site and on the school's website.

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated to prospective students.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the HCCS website. HCCS advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

"The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." (Ed. Code § 47605(c)(5)(I).)

Annual Audit Procedures

Contracting with an Independent Auditor

Highlands Community Charter School (HCCS) conducts an annual independent fiscal audit in compliance with Education Code Sections 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the HCCS Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline
The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. HCCS is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the HCCS Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. HCCS aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Audit Committee Review & Board Action
The HCCS Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, HCCS submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
HCCS aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies
Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion

notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code Section 47605(c)(5)(J).

School Climate and Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and ensure campus safety. The policy is closely aligned with California Education Code Section 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

HCCS Discipline Philosophy

Highlands Community Charter School prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist with addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.

- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Classroom teacher(s)
- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member

An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student

must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices

Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation

Case Management

It is very important to clearly define on the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

meeting with the student and with the teacher regarding the action plan,
making phone calls and/or sending reminder notes to team members regarding action items, and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source

The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

Student/Family Support

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Follow-Up SST Meetings / Ongoing monitoring of student progress

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan

Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], detention during and after school hours, community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions
HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension and Expulsion

Scope of Disciplinary Jurisdiction
A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses
Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which incudes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the

personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network internet website, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.
    1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
        iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a

telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video or image.

ii. A post on a social network internet website including, but not limited to:

a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.

iii. An act of cyber bullying.

a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a

certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Expulsion Offenses

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Out-Of-School Suspension Procedures

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor, or Charter School employee who referred the student to the Executive Director and/or Chief Academic Officer and Instruction or assigned designee.

The conference may be omitted if the Executive Director and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An

"emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her, and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students
A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student, and all needed materials will be left in the front office.

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon

the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process
Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or the Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the Chief Academic Officer or the Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures

Rules and Procedures for Student Expulsion
Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Curriculum and Instruction (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as

required by law. A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Curriculum and Instruction, or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Curriculum and Instruction or the Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision on whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose primary language is other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
HCCS may, upon finding good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be

examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim with a room separate from the hearing room for the complaining witness's use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness. The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both support persons are also a witness, HCCS must present evidence that the witness's presence is both desired by the witness and will be helpful to HCCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person

conducting the hearing that extraordinary circumstances exist requiring the evidence to be heard. Before such a determination regarding an extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel, or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS, as the HCCS Board's decision to expel shall be final.

Expelled Students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

Rehabilitation Plans

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Certificated, Classified, and Other Staff Members

All full-time certificated employees at Highlands Community Charter School participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system, based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

HCCS employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the HCCS Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with HCCS may affect their eligibility for continued participation in a previous retirement system. The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, HCCS offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, HCCS's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through HCCS's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The HCCS Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency. This information is also communicated to students through orientation and registration staff, who are available to answer questions and provide support in multiple languages as needed.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

HCCS has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

Governing Law: The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
--California Education Code Section 47605 (c) (6).

HCCS shall be deemed the exclusive public school employer of the employees of HCCS for the purposes of the Education Employment Relations Act ("EERA"). HCCS shall comply with the EERA.

HCCS is independent from Twin Rivers Unified School District, and any District employees who choose to work at HCCS shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by HCCS shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with Twin Rivers Unified School District.

HCCS will develop and maintain an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, HCCS shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee

Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any HCCS teacher or employee.

HCCS will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by HCCS to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in HCCS. The Partnership Agreement between HCCS and GSUL will detail the terms required for clients of GSUL to join HCCS.

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Written Notification of Mandatory Dispute Resolution

Disputes Arising from within HCCS

It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS, which do not involve TRUSD liability or issues of student health or safety, will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious timelines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests TRUSD's involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD

HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement, which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally

shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Dr. Steven Martinez
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652

Jonathan Raymond
Highlands Community Charter School
1111 Howe Ave, Suite 540
Sacramento, California 95825

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol

HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(g) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code Section 47607.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify TRUSD, within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such a decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of

student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as it is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33. On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS. Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Element P Additional Provisions

Facilities

"The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." (Ed. Code § 47605(h).)

Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and usable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

Locations

Highlands Community Charter School's main campus is located at 5655 Hillsdale Blvd, Sacramento, CA 95842. HCCS students are served at 12 locations around the greater Sacramento region in the 2025-2026 school year. HCCS locations include the following:

HCCS Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827

Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

Annual Operational Agreement
HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational, and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

Operational Powers and Liabilities
HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an

agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

Insurance Coverage
HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters
The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. (Ed. Code § 47605(h).)

Funding
HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

Fiscal Strength
HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections, see appendix.

Budgets and Cash Flow
A five-year budget and financial projections are included in the appendix. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

Financial Reporting
HCCS will provide reports to TRUSD as follows, as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by TRUSD:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.
- By July 1, an annual update (LCAP) is required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the CDE to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the 2024-2025 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

Annual Review and Notice to District of Change in Status
HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

Regulations and Compliance
HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus, we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. We will do so responsibly and with accountability.

Technology
HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education. Recognizing that there is always a cost-benefit tradeoff when using technology, HCCS will purchase hardware, software, and services based on the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

Term of Charter
The term of this charter shall begin on July 1, 2019 and expire June 30, 2027.

Amendment of Charter
Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation
Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability
The manner in which administrative services of the charter school are to be provided. (Ed. Code § 47605(h).)

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Potential Civil Liability Effects
Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(h).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations

under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in lieu of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

Neither Greater Sacramento Urban League nor any other WIOA service provider in partnership with HCCS receives any type or amount of apportionment. Furthermore, these partners do not operate as an adult school program.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial

oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fundraising activities, private donations, other public grants, or any other source of income developed by the Charter School.

Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District's in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

APPENDIX

A. Organizational Chart Updated September 18, 2025

a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026

a. Executive Director, Jonathan Raymond
b. Chief Operations Officer, Teresa Cummings
c. Deputy Director, Chief Academic Officer, Eric Chapman
d. Chief Business Officer, Matthew Lemos
e. Senior Director of School Services, Mayra Valdivia
f. Senior Director of Instruction, Brian Hamilton
g. Director of Fiscal Services, Diana Gonsalves
h. Director of Instruction and Professional Learning, Andrew Michaud
i. Director of Accountability and Assessment, Melissa Roberson
j. Director of Workforce, Career Technical Education and Adult Education, Christina Martinez
k. Director of Student Services, Isaura Cacho
l. Director of Human Resources, Jasmine Gibbs

C. Leadership Job Descriptions

a. Senior Director of School Services
b. Senior Director of Instruction.
c. Director of Student Services (NEW)
d. Director of Instruction & Professional Learning
e. Director of Human Resources Job Description (03-14-2023) Approved
f. Director of Accountability and Assessment
g. CTE Director of Career Technical Education, Workforce Solutions & Adult Education
h. Chief Business Official (CBO) 10-03-2024.pdf
i. Associate Deputy Director Job Description.pdf
j. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2025

a. HCCTS Bylaws 2025
b. 5111.5 Disenrollment and Involuntary Removal
c. 5113.1 BP Attendance Enforcement
a. 5120 BP Satisfactory Academic Progress
b. 5131 BP Student Conduct
c. 6164.5 BP Student Success Teams
d. 4112.2 BP Credentialing Requirements Communications
e. 4331 BP Administrative Credential Reimbursement
f. 3581 BP Data Retention and Record Management
g. Comprehensive School Safety Plan
h. 5144.1 BP Suspension and Expulsion
i. 2025 Emergency Operations Guide
j. 1325 BP Marketing: Advertising and Sponsorship Policy
k. 4115 BP Personnel Evaluation and Supervision
l. 3100 BP Budget Development and Oversight

m. Employee Handbook

F. Fiscal Documents 2025-2026

a. Budget Update
b. HCCTS Budget Presentation Board Meeting June 12, 2025- multi year projections

G. Operational Schedules and Resources

a. Departmental Schedule August 7th 2024 PD

H. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

I. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

EXHIBIT F

Eide Bailly Communication Tracker 2024-2025

Date	From	To	Purpose of the correspondance
3/20/2024	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Starting the audit process.
9/30/2024	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Finalize the IRS data and start the audit process sooner
11/22/2024	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Is TRUSD approving the extestion request for HCCTS?
11/22/2024	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	TRUSD approving the extension date
11/13/2025	Matthew Lemos (HCCTS)	Tonya Holmes (CDE), Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Extension request until 02/15/2025
12/2/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Recommended requesting an extension until March 15,2025
12/5/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Extension granted by TRUSD until 1/15/2025 to avoid delays in CICA's functioning determination
12/9/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Sent FTE samples, PS class logs, and EE update
12/9/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Sent ADA report foe Melanie
12/23/2024	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Due date 1/13/2025, check in if anything else is needed
1/13/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	TRUSD approved the extension request until 02/15/25
1/14/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	HCCTS will to notify TRUSD when audit is complete
2/12/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	The final report is under review
2/21/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	Check in on the ETA for the Audit report
2/21/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	Report delayed until next week
2/21/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	Update received
02/27/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD), Jonathan Clement (EB) & Scott Gastafsson (EB)	Draft expected to be received tomorrow.
02/27/2025	Kate Ingersoll (TRUSD),	Matthew Lemos Jonathan Clement (EB) & Scott Gastafsson (EB)	Waiting on the report.
02/27/2025	Bill McGuire (HCCTS)	Matthew Lemos (HCCTS), Kate Ingersoll (TRUSD) & Jonathan Clement (EB)	Spoke with Jerry Simmons (YMC), their letter to auditors is still under review.
02/28/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Kate Ingersoll (TRUSD) & Bill McGuire (HCCTS)	2/28 draft deadline missed; expected by Tuesday or Wednesday next week, with final to follow.
02/28/2025	Kate Ingersoll (TRUSD),	Matthew Lemos (HCCTS), Jonathan Clement (EB) & Bill McGuire (HCCTS)	Received the updated timeline.
03/05/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Scott Gastafsson (EB)	Sent over all the audits HCCTS is currently undergoing.
03/05/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) & Scott Gastafsson (EB)	Report under review, needs consultation with the national office, which will add time. Timeline won't be met. TRUSD will be informed by Eide Bailly.
03/13/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Scott Gastafsson (EB)	Checking if TRUSD has been notified.
03/14/2025	Jonathan Clement (EB)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Bill McGuire (HCCTS) & Scott Gastafsson (EB)	Notified TRUSD the delay is on their end, not HCCTS's.
03/18/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD) & Matthew Lemos (HCCTS)	Check in on the update and expected date of completion

03/18/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE) & Matthew Lemos (HCCTS)	HCCTS has requested an extension, and TRUSD is currently reviewing it
03/18/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD) & Matthew Lemos (HCCTS)	Checking in on the reason for the delay
03/19/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE) & Matthew Lemos (HCCTS)	A letter was sent to HCCTS on 3/19/2025
03/28/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Checking in on the timeline of the audit.
03/28/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Report still under review draft expected next week.
04/07/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	A letter was sent to HCCTS on 4/7/2025
04/25/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	A letter was sent to HCCTS on 4/24/2025
04/17/2025	Matthew Lemos (HCCTS)	Scott Gastafsson (EB), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	HCCTS received Notice of concern requesting the audit by April 18.
04/17/2025	Scott Gastafsson (EB)	Matthew Lemos (HCCTS), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	Report under review will be sent by the end of next week, April 28th.
04/17/2025	Maryana Mazayak (HCCS)	Matthew Lemos (HCCTS, Scott Gastafsson (EB), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	Request for the updated timeline and reason for the extension.
05/02/2025	Sayema Khateer (HCCS)	Matthew Lemos (HCCTS) & Melissa Roberson (HCCTS)	Update on the report that is due on 05/05/2025
05/02/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB), Sayema Khateer (HCCS) & Melissa Roberson	Added Jonathan for the update on the draft
05/02/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Sayema Khateer (HCCS) & Melissa Roberson (HCCTS)	Draft will be sent on Monday or Tuesday, no later than the end of the week.
05/02/2025	Melissa Roberson (HCCTS)	Matthew Lemos (HCCTS) & Jonathan Clement (EB)	If we can't make the May 5 deadline, we need to notify TRUSD.
	Melissa Roberson (HCCTS)	Matthew Lemos (HCCTS)	Notified TRUSD that the report would be late and forwarded Jonathan's email.
05/05/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Finalizing the audit. Folllow-up questions
05/05/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Diana Gonsalves (HCCTS)	Added Diana Gonsalves to answer the follow-up questions
05/06/2025	Diana Gonsalves (HCCTS)	Jonathan Clement (EB) & Matthew Lemos (HCCTS)	Responded to the questions
05/06/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) & Diana Gonsalves (HCCTS)	Requesting an update on ERC not received & Leo Family loan repayment schedule
05/06/2025	Diana Gonsalves (HCCTS)	Jonathan Clement (EB) & Matthew Lemos HCCTS)	ERC not received. Leo Family loan schedule is pending
05/09/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Kate Ingersoll (TRUSD)	Update of the timeline
05/09/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) & Kate Ingersoll (TRUSD)	Draft of financial statements for 23-24 sent. Final due date 05/15/2025
05/12/2025	Bill McGuire (HCCTS)	Jonathan Clement (EB)& Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Issues with the draft

05/12/2025	Jonathan Clement (EB)	Bill McGuire (HCCTS), Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Will update the report with those changes
05/12/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Bill McGuire (HCCTS)	Request of SEIDs for students identifies in the UPP testing
05/13/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Bill McGuire (HCCTS)	SEIDs Sent
05/09/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Status update on the audit that was due 05/05/2025
05/12/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	TRUSD received the audit draft on 5/5/25. The final report is expected by 5/15/25
05/15/2025	Keith Smith (CDE)	Kate Ingersoll(TRUSD)	Check in on the due date of the report
05/15/2025	Kate Ingersoll(TRUSD)	Keith Smith (CDE)	Report not recived. TRUSD will sent a letter to HCCTS
05/22/2025	Jonathan Clement (EB)	Bill McGuire (HCCTS), Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Report under review; deadline extended to May 30.
05/22/2025	Kate Ingersoll(TRUSD)	Keith Smith (CDE), Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Final report will be sent by the end of the month
05/30/2025	Keith Smith (CDE)	Kate Ingersoll(TRUSD)	Conform that the final report will be sent on 05/30/2025
05/30/2025	Matthew Lemos (HCCTS)	Keith Smith (CDE), Kate Ingersoll(TRUSD), Jonathan Clement (EB) Tonya Holmes (CDE), Sharmila Laporte (SCOE), Melissa Roberson (HCCTS)	Added Jonathan Clement from Eide Bailly to provide an update

EXHIBIT G

Eide Bailly State Controller and State Auditor Comments

From: **Scott Gustafsson** <sgustafsson@eidebailly.com>
Date: Thu, Apr 17, 2025 at 11:11 AM
Subject: RE: HCCTS Audit - TRUSD Notice of Concern
To: Matthew Lemos <matthew.lemos@hccts.org>, Jonathan Clement <jclement@eidebailly.com>
Cc: Melissa Roberson <melissa.roberson@hccts.org>, Maryana Mazyak <maryana.mazyak@hccts.org>

Hi Matthew,

Regarding the deadline of tomorrow that cannot be achieved for a report issuance. Currently we are working through final review of workpapers and final drafting of the report and then it will need to go to our national office for their review and approval due to the prior period restatement. I have met with the team just now and we will be moving folks off other projects this week and next so that Highlands is the only priority on everyone's list until it's completed. With that being said it's possible we could issue as soon as next week at the end of the week but I would realistically expect that it's more likely we would have a final draft to you around end of next week with a final review and approval from you and the national office completed the following week and issuance at that time during the week of April 28th. Unfortunately, we had significantly underestimated the time it would take for us to work through the comments, recommendations, and concerns from the various SCO, State Auditor's Office, and the attendance reviews that have been ongoing or were completed as we needed to be careful to address everything noted that may be relevant to the audit.

Thank you,

Scott Gustafsson | CPA | CFE | CITP

sgustafsson@eidebailly.com

Partner

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

EXHIBIT H

2025.8.5 YM&C Letter Requesting Audit

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

AUGUST 5, 2025

FRANCIA ORDUNO ESQ.
ASSOCIATE ▪ ATTORNEY AT LAW
forduno@ymclegal.com

VIA EMAIL: SGUSTAFSSON@EIDEBAILLY.COM

Scott Gustafsson
Eide Bailly, LLP
10681 Foothill Blvd., Ste. 300.
Rancho Cucamonga, CA 91730

RE: Demand for Delivery of 2023-2024 Audit on Highlands Community Charter and Technical Schools

This letter shall serve as a formal demand, on behalf of Highlands Community Charter and Technical Schools ("Highlands" or the "School"), that Eide Bailly deliver its long overdue audit on the School, which has been outstanding since December 10, 2024. The audit covers the 2023-24 fiscal year. We are fast approaching eight (8) months past the deadline and Eide Bailly has yet to produce an audit report. Although a draft report was previously sent to the School, a final report was not issued. Your firm has told my client a number of different dates for when the audit report would be produced, but all of those dates have come and gone. **Your latest communication to the School indicates that you will produce a final audit on September 1, 2025, but this is unacceptable for the reasons explained below.**

Eide Bailly's continued failure to deliver an audit report has become an existential threat to Highlands that could cost Highlands hundreds of millions of dollars. This risk is not an exaggeration. Specifically, the Twin Rivers Unified School District (the "District") has served Highlands with a Notice of Violation for failing to produce a timely audit report. **Without Eide Bailly's prompt delivery of its audit report, Highlands cannot cure the District's Notice of Violation.** Should the School be unable to cure the Notice of Violation, the Governing Board of Twin Rivers Unified School District could revoke the charters of both schools operated by our nonprofit. We want to make clear to you that such an outcome would lead to catastrophic financial damages to Highlands and, in turn, damages for Eide Bailly if deemed the cause. A revocation would cause thousands of students to be tossed onto the street in the middle of the school year. This would not only be tragic for the students but would create a major public relations nightmare for your firm. Even the consideration of revocation would cause a very public airing of the failure by your firm to deliver a report at an open meeting of the District school board in front of the media. Every major media outlet in Sacramento is already covering this story.

In addition to the potential revocation and the total loss of state funding that would result from revocation, Highlands has received notice from the California School Finance Authority ("CSFA") that it stands to lose millions of additional dollars in funding. These funds are allocated to the School under the Charter School Facility Grant (SB 740) that reimburses Highlands for facilities leases.

The reason for this potential loss in funding is because the School is not in "good standing" while it has an unresolved Notice of Violation. The Notice of Violation pertains to your firm's failure to deliver an audit report for 2023-24. The inability to resolve the Notice of Violation is a direct consequence of Eide Bailly's failure to produce an audit for 2023-24 as required under our client's contract with you.

Time is of the essence for Eide Bailly to produce its long overdue report. Accordingly, to prevent any further financial loss to the School, Highlands respectfully demands that Eide Bailly deliver its audit report no later than August 15, 2025. We understand that you wanted an opportunity to have further review of your draft audit in light of the State Auditor's report, but you have had more than enough time to complete your due diligence, and our client has responded to all of your records requests. There simply is no excuse for these continued delays that are harming not only Highlands, but the general public that we serve.

For the avoidance of any doubt, this demand is not intended to influence Eide Bailly's potential findings, whatever they may be. The School is merely seeking the publication of Eide Bailly's audit report for 2023-24, with whatever findings you deem professionally appropriate, in an effort to prevent a further significant financial loss for the School through revocation or loss of SB 740 facilities reimbursement funding.

Failure to comply with this demand will force Highlands to pursue any and all legal remedies available, including but not limited to filing a complaint with the California Board of Accountancy for Eide Bailly's breach of professional responsibilities. A failure to provide the report will leave the School with no alternative because the School must demonstrate to its authorizing school district that it is taking all reasonable steps to ensure production of an audit report.

Regardless of any other issues between our client and Eide Bailly relating to prior audit periods, we urge you not to expand the issues of potential liability for your firm by continuing to fail to produce the audit report for 2023-2024.

Should you have any questions or concerns, please do not hesitate to contact me directly at (916) 646 –1400. Thank you for your prompt attention to this matter.

Sincerely,

LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

Francia Orduno
ATTORNEY AT LAW

4925-2581-1030, v. 9

EXHIBIT I

2025.9.11 YM&C Response to Eide Bailly

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

SEPTEMBER 11, 2025

ERIN SIMONITCH ESQ.
SENIOR COUNSEL ▪ ATTORNEY AT LAW
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800 Nicollet Mall, Suite 1300
Minneapolis, MN 55402

Re: Highlands Community Charter and Technical Schools
Request for Delivery of Final 2023-2024 Audit Report

Dear Mr. Hartman,

Thank you for your response regarding our request for the delivery of Highlands Community Charter and Technical Schools' ("Highlands") 2023-24 audit. Since receiving your letter, dated August 15, 2025, our client has reviewed its own documentation on Eide Bailly's requests for information relating to the 2023-24 audit and found that, as of June 30, 2025, it had addressed every request on Eide Bailly's audit portal to the extent possible. The outstanding items in the portal include three duplicate requests, one request for information not in Highlands' possession or control, and two items regarding which our client submitted requests for clarification through the portal on June 26, 2024, and November 14, 2024, but received no response from Eide Bailly. Therefore, we must respectfully dispute your assertion that our client failed to respond to requests or otherwise contributed to Eide Bailly's delayed delivery of the final audit report.

Status of Responses to Information Requests

Specifically, in your previous letter, you stated that "Eide Bailly has undertaken substantial efforts to obtain the information necessary to support an unqualified opinion to no avail." Highlands staff provided the last set of documents, which the portal describes as revised P2 Attendance Reports requested June 27, 2025, on June 30, 2025, more than two months ago. (See Exhibit A, attached.)

Regarding the six outstanding requests listed in the portal, three requests concerned the same "2023-2024 certification regarding Arts and Music in Schools funds," a certification completed in the Principal Apportionment Data Collection ("PADC") portal of the California Department of Education ("CDE"). Our client believes that these requests are duplicative of

Request ID # 85, to which Highlands responded on May 1, 2024, and which Eide Bailly's team marked as "Accepted." For two other outstanding items ("Audit Planning Questionnaire" and "Net Asset Testing"), our client requested clarification but did not receive a response. (Exhibit A, lines 178-179, ID ## 7, 30.)

The final outstanding item in the information portal pertains to the State Audit Report and requests "State Auditor Independent Study Ratio calculations." The State Auditor has not shared the details of their Independent Study Ratio calculations with our client, so this request seeks records that Highland does not possess. While the audit itself is a public record, state law requires strict confidentiality that limits the State Auditor's ability to comment on any item not published in the State Audit Report. We have sought supporting evidence used by the State Auditor for their findings through a California Public Records Act request on August 19, 2025. (See Exhibit B, attached.) We have not received any responsive records at this time, and we cannot guarantee that the Auditor can or will make them available.

With that said, our client maintains that it has provided your audit team with access to all the Highlands records reviewed by the State Auditor. Highlands has diligently responded to all requests through the audit portal, as well as additional informal requests made via email. Based on the portal records, your team has had every opportunity to request and review additional information or records necessary to make its own professional judgments about compliance. Therefore, we conclude that the delayed delivery of Eide Bailly's audit cannot result from a lack of responsiveness on the part of our client.

Audit Disclosures

Separately, your team reached out to our office to see if there are any updates to our legal disclosures to the audit team. Among other things, the request sought updated information about any pending or threatened litigation, claims, and assessments with which we have been engaged but to which we have not devoted substantive attention. Since you have directed us to send all correspondence to you, we are providing our update to you here as opposed to responding directly to your audit team. We trust that you will pass this information on to your team immediately so that there are no further delays in the production of the audit report.

After the publication of the State Audit Report, the CDE issued a notice of exception to the school for the dollar amounts identified in the Report (see Exhibit C, attached). The school is vigorously contesting these claims. In the case of Highlands, the school filed a request for administrative review with the Education Audit Appeals Panel ("EAAP") and now intends to file a formal appeal. In the case of CICA, the school has filed a formal appeal with EAAP.

Given the precedent-setting nature of the legal and factual issues involved, we cannot accurately assess the likelihood of success for these appeals. If Highlands were to lose all issues

identified in the state audit and the state refused a reasonable settlement, the anticipated loss would equate to $7,435,445 for CICA and $178,965,128 for Highlands, or a total of $186,400,573. The school would remit the disallowed apportionment through withholding from future apportionment funding over a period of eight years. CDE has confirmed, however, that the exceptions cited in the attached letters do not account for the ADA revisions that Highlands submitted earlier this year. (See Exhibit D, attached.)

In addition to these claims related to the State Audit Report, please find attached a letter that our client dated August 15, 2025, which pertains to a claimed disallowance of WIOA-AEFLA funds for two prior fiscal years. (Exhibit E.) CDE has sought repayment of these funds as well, a total of $1,713,157. Highlands plans to seek a resolution with CDE directly on an informal basis. At this time, we cannot know for certain whether we can resolve the disallowance issue entirely. In a worst-case scenario, Highlands may need to repay all the WIOA-AEFLA funds claimed.

Highlands also received the results of a mold testing report on August 26, 2025, regarding the presence of mold at one of its school sites. Our client is still investigating the extent of the issues. One employee has filed a workers' compensation claim related to this issue. We expect that workers' compensation insurance will cover this claim. We are not aware of any other litigation on this issue, and at this early juncture, it is not possible to know the amount of potential financial risk. However, we disclose it out of an abundance of caution and in the interest of transparency in case there may be future unasserted claims relating to this issue from this or any other individual.

In addition to the above claims, we know of two active workers' compensation claims and four workers' compensation claims in the process of resolution and closure, all handled through WCF Insurance. We also know of one active litigation case for wrongful termination filed by a former employee, which will go to mediation in November, as well as two other pre-litigation employment matters. Jonathan Kim of Murphy, Pearson, Bradley, & Feeney, P.C., represents Highlands on these insured employment-related claims. Currently, we know of no other threatened or pending litigation against our client.

Request for Resolution

We wish to emphasize that we share your interest in a positive and collaborative resolution to this matter. We do not seek to influence the content of the audit or any findings. Yet, our primary goal and priority must remain the protection of our client's best interests. Without receipt of the final audit report from Eide Bailly, Highlands risks millions of dollars in potential penalties. That liability will increase with each month of additional delay. Therefore, we must renew our request that Eide Bailly complete its contractual obligation to provide our client with the timely independent audit that Highlands expected to receive eight months ago.

Because Eide Bailly previously provided Highlands with a draft copy of its audit report, we have reason to believe that the team has completed its work. While we understand that the audit team previously wished to perform additional testing because of the state audit, our client has responded to all requests as fully as possible. Given the information available to us, we find the ongoing delay in delivery difficult to understand. Please advise immediately as to any specific records or information not yet produced by our client that your audit team now finds necessary for completion of their work.

Highlands has collaborated patiently with your team for over a year because it agrees that an unqualified audit would be ideal if that is possible. If Eide Bailly believes it cannot produce an unqualified audit in short order, our client wishes to ask for more clarity on the language that would appear in a qualified audit. We would also ask for a reasonable timeline in which your team would feel comfortable issuing an unqualified audit. This information will help our client to better determine how to proceed. Please advise so that our client may make an informed decision.

We appreciate your efforts to get this audit wrapped up, and we look forward to collaborating with you to ensure that your team can deliver Highlands' final audit report without further delay. Please do not hesitate to reach out should you have any questions or concerns.

Sincerely,

LAW OFFICES OF YOUNG,
MINNEY & CORR, LLP

ERIN G. SIMONITCH
ATTORNEY AT LAW

4914-1225-7632, v. 9

EXHIBIT J

Documents provided to Eide Bailly by HCCTS

Highlands Community Charter School (216117)

Highlands Community Charter and Technical Schools 2024-06 Annual Audit

ID	Name	Description	State	Created Date	Accepted Date	Fulfilled By	Accepted By	Provided Comments
1	Journal Entry Samples	Please provide the purchase orders, invoices, shipping doc's journal entry backup and any other backup detail related to the JE samples below.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
2	Board minutes 07-01-2023 through 02/29/2024	Please provide the board meeting minutes for this time period. If the board meeting minutes (not just agendas) are located on the organizations website you can check this request as complete.	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Minutes can be found here: https://hccs.hccts.org/apps/pages/23-24
3	New Board Member Bio	New Board members - If there are any new board members as of July 1, 2023 please provide a short bio for each new board member	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Mike Reid:\nI\'m Mike Reid, a Board Member for Highlands. I\'ve been an educator for over 38 years. In my career, I\'ve served as a teacher, Vice-Principal, Principal, and Schools Superintendent. I\'ve had the opportunity to assist and be honored with recognition for 3 California Distinguished Schools. My journey in charter schools has spanned over 9 years, overseeing a new charter school and serving as the Learning Analyst for another. \nI was blessed with the opportunity to serve as a consultant for the state of Hawaii for almost three years focusing on school academic improvement.\n\nIt is an honor to serve the staff and community at Highlands.

4	Contact Info for Board President	Provide the following information for the board president or the board member assigned with communication with the audit partner: > Name > Title > Email	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Ernie Daniels, Natasha Lutsik : erniedaniels7@gmail.com and 916-761-6301
5	1st Interim report	Please provide 1st Interim report in PDF for each charter school	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
6	2nd Interim Report	Please provide 2nd Interim report in PDF for each charter school	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
8	General Ledger Detail	Please provide in excel a general ledger detail for the organization for the 23-24 fiscal year to date.	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
9	Board minutes for 03/01/2024 through the date of fieldwork		Accepted	03/20/2024	08/06/2024		Joshua Spoon	Natasha Lutsik : Board minutes can be found here: https://hccs.hccts.org/apps/pages/23-24
10	Attorney Listing	Provide a listing of all attorneys used by the Organization please include: 1. Address 2. Email 3. Contact person	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson	
11	List of Board Members	2023-2024 board member listing, title, along with current term beginning and end dates. Note: These will be the board members presented on the final audit report as of June 30. Please ensure that this information is as of June 30, 2024, as well as any resignations that occurred shortly before and after.	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson	
12	Terminated Employees	Provide a list of all terminated employee within the June 30, 2023, fiscal year. EB will select an employee and will request the last paycheck to ensure that the calculation was accurate.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	

13	Employee Changes	Provide a list of all employees that have had changes to the pay for the June 30, 2024, fiscal year. Please note that auditor will need the employee contract for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
14	New Employees	Provide a list of all new employees within the June 30, 2023, fiscal year. Please note that auditor will need the employee contract for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
15	Salary and Hour Employees	Provide a list of all salary and hourly employees. Please note that auditor will need the employee contract, time sheets, and any form used to track vacation and or sick time for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
16	Payroll Registers	Please provide payroll registers for the months of October 2023, January 2024, and February 2024	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
17	Bargaining Unit Agreements	Current bargaining unit agreements effective for the June 30, 2024, fiscal year	Accepted	03/20/2024	06/26/2024		Joshua Spoon	Gracyn Ortiz : N/A, Matthew Lemos : Not Applicable.
18	Bank Reconciliations and Statements	Bank reconciliations and bank statements for the months of October 2023, January 2024, and February 2024.	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	Heather Crowley : East West Bank Accounts were not yet open in October, so there are only Jan/Feb statements for that account.
19	List of Credit Cards	Provide a list of all credit cards that the organization had during the June 30, 2024, fiscal year as well as the authorized holder of each credit card.	Accepted	03/20/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	
20	List of Bank Accounts	Listing of all bank accounts (account number and branch address) and authorized signers, updated from the prior year. Please indicate if there were any new accounts or accounts closed during 2023 fiscal year	Accepted	03/20/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	

21	Deposit sample	Please provide a deposit slip from a school site which is approved by the Site Principle/Personnel and by the Financial Staff at the district office(Director of Fiscal).	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
22	Revenue Sample	Please provide the GL detail, deposit backup and grant letter matching from any revenue received from the County in the 23-24 school year. Please include proof of review by Director of Fiscal.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
23	Travel Expense Sample	Please provide any expense related to Travel. Include the invoice, travel reimbursement request, receipts and approvals for the related to the travel expenses.	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
24	Credit Card Sample	Please provide the invoice, purchase order, receiving documents and any approval documentation backup for any credit card transaction that took place during the 23-24 school year.	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
25	Capital Asset Spending Sample	Please provide the property and equipment asset expenditure list.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
26	Disposed Asset testing	Please provide the disposed asset list for the 23-24 school year.	Accepted	05/06/2024	06/11/2024		Jordan Evans	
27	WIP Testing	Please provide the Work in Progress(WIP) schedule for the 23-24 year end.	Accepted	05/06/2024	06/11/2024		Jordan Evans	Heather Crowley : See #136 - Fixed asset schedule
28	Prepaid Testing	Please provide the prepaid expense roll forward and the prior year schedule(22-23 year) for prepaid expenses.	Accepted	05/06/2024	05/28/2024	Heather Crowley	Scott Gustafsson	
29	Debt Testing	Please provide the debt schedule which includes amortizations and payment schedules for the 23-24 school year. Also include the approvals from management of the provided schedules.	Accepted	05/06/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	
31	P2 Report	Provide P2 ADA report (Original and revised if applicable)	Accepted	03/20/2024	06/28/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Hello. Please provide the PDF from the PADC Website. We have attached last year\'s P2 Information for reference.

32	P2 Backup	Provide backup documentation utilized to prepare the P2 ADA report	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Is there any more of a breakout on a granular level of how the ADA is determined. Typically we verify the apportioned days per student and confirm that the proper divisor is used based off the academic calendar. If possible, can the backup include the number of apportioned days per student as well as a breakout of the date ranges in each Attendance Month?\nIf need be, we might need to break the backup down by track if multiple tracks exist.
33	Monthly Attendance Summary	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
34	Monthly Attendance Detail	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : the CICA Detail does not seem to tie to the summary. The Summary showing a Month 2 Apportionment of 59095 while the Detail indicates 61492. Which is accurate. I also notice that the Month 2 is just August, which is strange as most Attendance Months tend to include portions of other months. Are we certain these details are pulling from Attendance Month 2 and not just August?
35	List of teachers for 2023-2024 fiscal year		Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
36	Attendance Code Key	Attendance code key for each school site if all the schools are using different codes. If they are using the same codes then we will only need one	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
37	Independent Study Policy	Please provide the independent study board policy pursuant to Education Code Section 51747	Accepted	03/20/2024	06/24/2024	Matthew Lemos	Joshua Spoon	

38	Independent Study Summary	Please provide Monthly Attendance Summary Report Month 2 for each charter school for independent Study	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	Matthew Lemos : Joshua, I know there was some back and forth on month 2, please let me know if this works.
39	Independent Study Detail	Please provide Monthly Attendance Detail Reports Month 2 for each charter school for independent study	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
40	Independent Study Teachers	List of teachers for all school sites for the 2023 fiscal year that provide independent study program. (Please separate Long-Term Teachers versus Short-Term Teachers.)	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
41	School Calendar	2023-2024 calendar	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson	
42	Unduplicated 1.18	Please provide a certified 1.18 Report for school (Please provide in excel format for sorting purposes) 1.18 - FRPM/ English Learner/ Foster Youth - Student List Report Please note a sample will be selected from the following populations: > Only EL student, > Only free and reduced students > student who are both EL and F&R	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
43	Unduplicated - EL Reclassification Criteria	Please provide the EL reclassification criteria.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
44	Educator Effectiveness	Please provide the Charter's spending plan for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
45	Educator Effectiveness	Please provide the corresponding board minutes/agenda for the date that the plan was presented in a public meeting of the governing board.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
46	Educator Effectiveness	Please provide the corresponded board minutes/agenda for the date that the plan was adopted.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
47	Educator Effectiveness	Please provide the Charter's expenditure report submitted to CDE for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	

48	Educator Effectiveness	Please provide documentation indicating that the expenditure report was submitted prior to September 30, 2024	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
49	Local Control and Accountability Plan	2023-2024 Local Control and Accountability Plan in PDF	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
50	ELOG - Expenses	Please provide a detail of expense charged to the program by charter school for resource 7425 and 7426	Accepted	03/20/2024	05/10/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : No expenses in FY 2023-24.
51	Expanded Learning Opportunities Program (ELO-P)	LEA's Expanded Learning Opportunities Program Plan that has been updated or revised for the 2023-2024 school year.	Accepted	03/20/2024	05/06/2024		Jonathan Clement	Gracyn Ortiz : We do not receive ELO-P funding.
52	CICA - LCAP Planning	Please provide the following if applicable: 1. Date(s) of presentation to Parent Advisory Committee (EC 52062(a)(1) or 52068(a)(1)) 2.Date(s) of presentation to English Learner Parent Advisory Committee (ELPAC), if applicable (EC 52062(a)(2) or 52068(a)(2)) 3.Date(s) of Superintendent's notification to public regarding the regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(a)(3) or 52068(a)(3)) 4.Date of public meeting to adopt the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(b)(2) or 52068(b)(2))	Accepted	05/06/2024	06/14/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
53	CICA - LCAP Planning	Please provide the 24-25 LCAP.	Accepted	05/06/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
54	Independent Study Ratio	Calculation and supporting documentation	Accepted	05/30/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
55	P2 Report	Provide P2 ADA report (Original and revised if applicable)	Accepted	03/20/2024	06/28/2024	Matthew Lemos	Joshua Spoon	

56	P2 Backup	Provide backup documentation utilized to prepare the P2 ADA report	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Is there any more of a breakout on a granular level of how the ADA is determined. Typically we verify the apportioned days per student and confirm that the proper divisor is used based off the academic calendar. If possible, can the backup include the number of apportioned days per student as well as a breakout of the date ranges in each Attendance Month?\nIf need be, we might need to break the backup down by track if multiple tracks exist.
57	Monthly Attendance Summary	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
58	Monthly Attendance Detail	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	08/06/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Hi there. The Dates are perfect. However, what I wanted to select Student Absences are indications of Code 901. This detail does not possess that., Joshua Spoon : Hello. I have been able to select samples for most of the schools, but did not get the Code 901 for North Laguna 2. Please provide them
59	List of teachers for 2023-2024 fiscal year		Accepted	03/20/2024	06/24/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Can I get this split out by Site? We will be selecting teachers from the specific sites for testing.
60	Attendance Code Key	Attendance code key for each school site if all the schools are using different codes. If they are using the same codes then we will only need one	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	

61	Absent Notes or Phone Logs	Please provide phone logs and or absent notes within the attendance system for Month 2 for the following Sites: Auburn Folsom 2 Garden Grove 2 Hemlock 2 Hillsdale Howe Maple Marconi 2 North Laguna North Laguna 2	Accepted	03/20/2024	07/01/2024		Joshua Spoon	
62	Missing Teacher Attendance Report	Please provide an attendance report showing all the teachers that haven't taken attendance during the Month 2 for the following schools. Auburn Folsom 2 Garden Grove 2 Hemlock 2 Hillsdale Howe Maple Marconi 2 North Laguna North Laguna 2	Accepted	03/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : The listing of Screenshots indicates when the Missing Attendance Was Taken, but not the date it was for. Is there any way I can get that information to determine what I need to select?, Joshua Spoon : I have attached a worksheet consolidating the supports provided. Please fill in the empty cells with the appropriate information.
63	Independent Study Policy	Please provide the independent study board policy pursuant to Education Code Section 51747	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
64	Independent Study Summary	Please provide Monthly Attendance Summary Report Month 2 for each charter school for independent Study	Accepted	03/20/2024	06/25/2024		Joshua Spoon	
65	Independent Study Detail	Please provide Monthly Attendance Detail Reports Month 2 for each charter school for independent study separated by school site	Accepted	03/20/2024	06/25/2024		Joshua Spoon	

66	Independent Study Teachers	List of teachers for each school site for the 23/24 fiscal year that provide independent study program. (Please separate Long-Term Teachers versus Short-Term Teachers.)	Accepted	03/20/2024	06/25/2024		Joshua Spoon
67	Instructional Minutes Calculation	Please provide instructional minutes calculation showing the minimum daily requirement was met	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon
68	School Calendar	2023-2024 calendar	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson
69	Bell Schedules	Please provide the bell schedule for school (regular, minimum, early release, etc.). This should be the same schedules that sites provide to parents Note: Please include ALL bell schedules, including rally schedules, minimum day schedules, early release schedules, assembly schedules, etc.	Accepted	03/20/2024	05/28/2024	Natasha Lutsik	Scott Gustafsson
70	Unduplicated 1.18	Please provide a certified 1.18 Report for school (Please provide in excel format for sorting purposes) 1.18 - FRPM/ English Learner/ Foster Youth - Student List Report Please note a sample will be selected from the following populations: > Only EL student, > Only free and reduced students > student who are both EL and F&R	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson
71	Unduplicated - EL Reclassification Criteria	Please provide the EL reclassification criteria.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon
72	Educator Effectiveness	Please provide the Charter's spending plan for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson
73	Educator Effectiveness	Please provide the corresponding board minutes/agenda for the date that the plan was presented in a public meeting of the governing board.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson

74	Educator Effectiveness	Please provide the corresponded board minutes/agenda for the date that the plan was adopted.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
75	Educator Effectiveness	Please provide the Charter's expenditure report submitted to CDE for the Educator Effectiveness Funds	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
76	Educator Effectiveness	Please provide documentation indicating that the expenditure report was submitted prior to September 30, 2024	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
77	ELOG - Expenses	Please provide a detail of expense charged to the program by charter school for resource 7425 and 7426	Accepted	03/20/2024	06/03/2024		Scott Gustafsson	Gracyn Ortiz : Funds fully expended in in prior years- no expenses in FY 23-24.
78	Local Control and Accountability Plan	2023-2024 Local Control and Accountability Plan in PDF	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
79	Expanded Learning Opportunities Program (ELO-P)	2023-2024 daily operational schedules for ELOP, including any revisions made to schedules, for the school sites indicated below.	Accepted	03/20/2024	05/06/2024		Jonathan Clement	Gracyn Ortiz : We do not receive ELO-P funding.
80	Charter School Facility Grant Program (SB 740) Expenditures	Provide a list of expenditures for the program for each charter school (Please note a sample will be selected and backup documentation will need to be provided).	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : No expenses booked yet- still pending our award allocation.
81	Charter School Facility Grant Program (SB 740) Applications	Please provide the application for each charter that receives funding.	Accepted	03/20/2024	06/04/2024	Gracyn Ortiz	Scott Gustafsson	

82	HCC - LCAP planning	Please provide the following if applicable: 1. Date(s) of presentation to Parent Advisory Committee (EC 52062(a)(1) or 52068(a)(1)) 2.Date(s) of presentation to English Learner Parent Advisory Committee (ELPAC), if applicable (EC 52062(a)(2) or 52068(a)(2)) 3.Date(s) of Superintendent's notification to public regarding the regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(a)(3) or 52068(a)(3)) 4.Date of public meeting to adopt the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(b)(2) or 52068(b)(2))	Accepted	05/06/2024	06/14/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
83	HCC - 24-25 LCAP Plan	Please provide the 24-25 LCAP.	Accepted	05/06/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
84	Independent Study Ratio	Calculation and supporting documentation	Accepted	05/30/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : No long-term IS offered at HCCS.
85	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
86	If the certification was not completed, provide a waiver approved by CDE		Accepted	03/20/2024	07/11/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : Will be applying for Waiver in June. Will provide by June 28th., Gracyn Ortiz : certification was completed and uploaded in area 85.

87	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Supplement not Supplant requirement described below.	Pursuant to EC Section 8820(g)(2), LEAs are required to use AMS funds to increase funding for arts education programs, as defined by EC Section 8821(a) and not to supplant existing funding for those programs.	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
88	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Minimum Instructional Costs requirement described below.	Pursuant to EC Section 8820(g)(1), for an LEA with an enrollment of 500 or more pupils, at least 80 percent of AMS funds (Resource 6770) must be expended to employ certificated or classified employees (instructional costs) to provide arts education program instruction. Remaining funds are to be used for training, supplies and materials, and arts education partnership programs (non-instructional costs) as defined by EC Section 8821(a).	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
89	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Maximum Administrative Costs requirement described below.	Pursuant to EC Section 8820(g)(3), an LEA may not expend more than 1 percent of AMS funds received (Resource 6770) on administrative costs, including indirect costs, to implement Chapter 5.1 of Part 6 of Division 1 of Title 1 of the Education Code.	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
90	Annual ADA	Provide Annual ADA report (Original and revised if applicable)	Accepted	03/20/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : Please provide the PADC Printout for CICA\'s Annual ADA when Available.
91	Annual ADA Backup	Provide backup documentation utilized to prepare the Annual ADA report	Accepted	03/20/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
92	EPA	Please provide a final detail listing of all expenses for Education Protection Account program.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson	
93	J-13A Attendance Waiver	Please provide any documents pertaining to any attendance waivers filed and approved or denied for 2023-2024.	Accepted	03/20/2024	08/14/2024		Joshua Spoon	
94	Annual ADA	Provide Annual ADA report (Original and revised if applicable)	Accepted	03/20/2024	08/17/2024	Matthew Lemos	Scott Gustafsson	

95	Annual ADA Backup	Provide backup documentation utilized to prepare the Annual ADA report	Accepted	03/20/2024	08/17/2024	Matthew Lemos	Scott Gustafsson
96	EPA	Please provide a final detail listing of all expenses for Education Protection Account program.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
97	J-13A Attendance Waiver	Please provide any documents pertaining to any attendance waivers filed and approved or denied for 2023-2024.	Accepted	03/20/2024	08/14/2024		Joshua Spoon
98	Trial Balance	Please provide the Trial balance for all school sites	Accepted	03/20/2024	09/07/2024	Heather Crowley	Scott Gustafsson
99	Unaudited Actuals	Provide unaudited actual or alternative form issued to the authorizer for each charter School as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
100	DAT File	Provide DAT file for each charter school as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
101	Form 62	Provide Form 62 for each charter school as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
102	Provide functional expense allocation spreadsheet		Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
103	Revenue Accrual Template	Provide Revenue Accrual Template excel form that schedules of all categorical program calculation for revenue as of June 30, 2024 for each school site. Please ensure that all grant letters for each program noted on the worksheet are included	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson

104	Balance Sheet Detail	Includes a schedule of the following: -All accounts receivable accounts -All accounts payable accounts -Detail of the beginning balance for accounts receivable and reason remaining balances are still present -Detail of the beginning balance for accounts payable and reason remaining balances are still present -Detail of accrued vacation -Detail of Payroll and benefit Accruals -Listing of deferred revenue -Prepaid and Other Assets Detail -Fixed asset schedule that includes any WIP -List of Deletions or disposals of fixed assets -List of Additions of fixed Assets -Detail of Intercompany receivables and payables that matches what is recorded on the foundation or LLC side	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	
105	Lease Agreements	Provide all lease agreements for the 2023-2024 fiscal year (includes all new and existing agreements) (includes Prop 39 lease agreements)	Accepted	03/20/2024	08/17/2024	Heather Crowley	Scott Gustafsson	
106	Lease agreements signed after June 30, 2024	please provide all lease agreements after June 30, 2024 (includes Prop 39 lease agreements)	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	
107	Lease Payments	Please provide all lease payments for leases during the June 30, 2024, fiscal year.	Accepted	03/20/2024	08/17/2024	Heather Crowley	Scott Gustafsson	
108	Inventory Listing	Provide an inventory listing as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : We did not have an inventory as of June 30, 2024.
109	Deferred Revenue Grant Letters	Please provide grant letter for any grant balance noted in deferred revenue. (This is not related to state and federal programs that has deferred revenue)	Accepted	03/20/2024	10/18/2024	Heather Crowley	Scott Gustafsson	Heather Crowley : n/a - Only deferred revenue is 23-24 CSI grant

110	With Donor Restriction Grants	Provide grant letters for all With Donor Restriction grants received in the current year.	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
111	With Donor Restriction Expenses	Please provide any expenses related to any With Donor Restriction revenue during the June 30, 2023, fiscal year.	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
112	Loan Agreements	Please provide Loan agreements pertaining to any new debt obtained such as but not limited to the following: 1. Line of credit 2. Revolving loan 3. Note payables This also includes any amendments or extensions related to existing debt	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
113	Loan Agreement Payment Schedules	Provide the payment schedule for any new debt obtained during the June 30, 2024. This also includes any amendments to to payment schedules for existing debt.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
114	Bank Statements and Reconciliations	Please provide the bank statements and Reconciliations for June 30, 2024 and July 31, 2023 for all accounts.	Accepted	03/20/2024	10/02/2024	Gracyn Ortiz	Diego Rabadan
115	Investment Accounts	Provide all statement from any investments accounts that were active during the June 30, 2024, fiscal year. Eide Bailly will also request any reconciliation that the organization has prepared that documents, all sales, purchases interest and dividend revenue.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
116	LCFF Calculation	Please provide the LCFF calculation for the 2024 fiscal year	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
117	Fixed Asset Detail	Please provide the Fixed Asset Detail for all sites.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson

118	General Ledger Detail	Please provide the GL Detail for the period between 7/1/2023 and 6/30/2024	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
119	Check Register 7/1/2024-9/15/2024	Please provide the checks paid out between 7/1/2024 and Date of Audit	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
120	Deposit Listing 7/1/2024-9/15/2024	Please provide the deposits made between 7/1/2024 and Date of Audit	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson	
121	Journal Entry Listing (JV24) 3/1/2024-9/15/2024	Please provide a combined listing of Journal Entries between 3/1/2024-9/15/2024	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson	
122	2023-2024 Labor Distribution Report for the federal program		Accepted	03/20/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	
123	Cash or In-Kind Adult Ed Contributions	Please provide the Charter's Calculation of the nonfederal contribution that are used for Adult Education and literacy activities that are consistent with the purpose of AEFLA (29 USC 3302(b)(2))	Accepted	03/20/2024	09/03/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : See \"Match\" tab
124	Cash Management	Please provide the FY23/24 Report from the G5 System to determine cash reimbursements.	Accepted	03/20/2024	08/28/2024	Gracyn Ortiz	Scott Gustafsson	
125	Eligibility for Individuals	Please provide an excel list of all students enrolled in the Adult Education Program in FY23/24 so we can pull a sample to determine Eligibility.	Accepted	03/20/2024	09/14/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : Income verifications & age verification for all students. Notes Matthew & Jonathan
126	Level of Effort Calculations	Please provide documentation to note that the Fiscal Effort Per Student or Aggregate Expenditures for Adult Ed in FY21/22 was not less than 90% of the Fiscal Effort Per Student or Aggregate Expenditures for Adult Ed in FY20/21	Accepted	03/20/2024	09/03/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : All students with entry and exit dates, name or ID. - Notes Matthew & Jonathan
130	Charter School Facility Grant Program Sample	Please provide the supporting invoices so we can determine allowability for the CSFG Program	Accepted	06/20/2024	06/20/2024	Gracyn Ortiz	Joshua Spoon	

131	Unduplicated Sample - CICA	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	06/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : One student appears to be ineligible for FRPM Status. Additionally, one student is listed as not enrolled. Why are they on the 1.18 form? Were they a former student? Additionally. EL Support is still pending.
132	Unduplicated Sample - HCCS	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	06/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : All FRPM Testing Completed Awaiting EL Support. Sample List Amended to Reflect.
133	Career Technical Educational Incentive Grant	Please provide the Site's Budget Allocated to the CTEIG Program to verify that the Charter is matching two dollars to every dollar allocated by the State	Accepted	06/20/2024	06/24/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : CICA does not receive CTEIG .
134	Career Technical Education Incentive Grant	Please provide the Site's Budget Allocated to the CTEIG Program to verify that the Charter is matching two dollars to every dollar allocated by the State	Accepted	06/20/2024	07/02/2024	Gracyn Ortiz	Joshua Spoon	
200	Please provide a breakout of Enrollment as of P2 of FY23/24 by Site, Grade, and Track	This will be used to determine the sites we are selecting for Attendance Testing	Accepted	06/12/2024	06/24/2024	Matthew Lemos	Joshua Spoon	
201	Please provide a breakout of Enrollment as of P2 of FY22/23 by Site, Grade, and Track	This will be used to determine the sites we are selecting for Attendance Testing	Accepted	06/12/2024	06/24/2024	Matthew Lemos	Joshua Spoon	
205	HCCS Short Term IS Samples	For the following Students, Please provide the below information Demographic Information that asserts the Student Name and County of Residence Short Term Independent Study Written Agreement with Signatures signed no later than 30 days after the IS One piece of Work Samples that have been retained on File	Accepted	06/24/2024	07/17/2024	Matthew Lemos	Joshua Spoon	

206	HCCS Attendance Teacher Testing	Please provide the Month 2 Teacher Rosters for the following teachers	Accepted	06/24/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : I have provided an updated sample list to reflect some teachers not being available for Month 2. Additionally, I have attached last year\'s support which should allow me to tie the documentation to the HCCS Attendance Detail for Month 2 (8/7/2023-9/1/2023), Joshua Spoon : Due to one teacher not being available at Howe, I have selected an Alternate Teacher: Mozghova, Anna
207	CICA Long Term IS Teacher Samples	For the following Teachers, please provide the following documentation Month 2 Teacher Roster Class Title	Accepted	06/25/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
208	CICA Long Term IS Student Samples	For the attached students, please provide the following Independent Study documentation Demographic information confirming the student's name and county of residence. Please include any information documenting if the student moved counties during this process. Written Independent Contract Document with signatures One example of work samples on file for the month Documentation to show the students participated in synchronous instruction Please fill out the spreadsheet indicated each student	Accepted	06/25/2024	08/14/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Support for Student #31000, Brandon Ramon Ruffin seems to indicate signatures on dates after apportionment was earned. Is this the only contract?
209	Payroll Internal Control Samples	For the three employees, please provide the described documents	Accepted	06/26/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
210	Expense Internal Control Sample	Please provide the invoice and audit trail for the attached sample	Accepted	06/26/2024	07/02/2024	Gracyn Ortiz	Joshua Spoon	

220	2023-2024 Arts and Music Report	Please provide the FY2023-2024 Arts and Music Report posted the Charter's Website	Accepted	07/11/2024	07/22/2024		Joshua Spoon	Gracyn Ortiz : HCCS: https://hccs.hccts.org/apps/pages/AM, Gracyn Ortiz : CICA: https://www.cicacademy.org/apps/pages/AM
221	Board Approval of 2023-2024 Arts and Music Report		Accepted	07/11/2024	07/22/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : https://4.files.edl.io/3051/06/21/24/174050-40e47019-b547-44a8-b245-cb890d92a5ea.mp3
222	Arts and Music Expenditure List	Please provide the full list of expenditures allocated using the Arts and Music in Schools Grant (Prop 28)	Accepted	07/11/2024	08/07/2024	Gracyn Ortiz	Joshua Spoon	
230	HCCS Student Sample	Please provide the student name for each sample as well as documentation showing that the student was absent for the entire day and appropriately does not claim apportionment	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
231	Attendance P2 Narrative	Please have the individual who prepares the P2 answer the attached questions	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
232	Long Term IS Narrative	Please have the individual who prepares the CICA Independent Study Calculations complete this narrative.	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
502	Revised P-2 Report	Include supporting schedules and reports that will match the P-2 report.	Accepted	06/10/2024	09/19/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : Can I get the Date Ranges of Each Track for P2? I will be calculating it against the calendar provided. Additionally, why is BV, ARI, 12th St., and KOLAS being deducted out of the ADA calculations in these adjustments?, Matthew Lemos : Joshua - I was notified by data that the final version slightly varied from the previous restatement for CICA due to the final review of student files. I have provided that data here., Joshua Spoon : Please provide the PDF Printouts of the PADC Reports for Revised P2, akin to how Annual was presented.

503	Please provide a detail of federal revenue/expenditure resources for FY23/24	This will be used to determine the year's Single Audit Testing	Accepted	08/12/2024	08/14/2024	Gracyn Ortiz	Joshua Spoon
504	Additional Unduplicated Sample - CICA	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	08/31/2024	09/19/2024	Matthew Lemos	Scott Gustafsson
505	Additional Unduplicated Sample - HCCS		Accepted	08/31/2024	09/19/2024	Matthew Lemos	Scott Gustafsson
506	Lease Completeness Testing Sample	Please providing supporting documentation (invoice, purchase order, etc.) showing a description of the goods purchased/services performed.	Accepted	09/30/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
507	2024-2025 HCCTS Proposed Budget	Note: It looks like this was approved in the June 20, 2024 board meeting	Accepted	09/30/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
508	Subsequent AP Sample	Please provide documentation to support the following checks paid to determine if the expense should have been accrued in FY23/24.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
509	Substantive AP Sample	Please provide support for the following AP Samples.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
510	AP Account Details	Please provide the AP Details that make up the balances on specified accounts.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
511	Prepaid Expenses Sample	Please provide any documentation relating to the prepaid expenses listed on the Excel Workbook attached.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
512	Fixed Assets Additions Sample	Please provide supporting documentation (invoice, purchase order, etc.) for the fixed assets additions sample	Accepted	10/04/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson

513	Support for Variance in Bank Accounts	Please provide the support or explanation as to why the bank reconciliations are not matching the DAT Files we have. See attached Excel Workbook for specific accounts.	Accepted	10/17/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : #513 - The variance in the cash accounts is due to two things – first, the reconciliation report needed to be refreshed after closing, as there were some outstanding checks that were voided. A new report has been saved. This left a variance of $3,728.87, which is due to the inclusion of Fund 64-FSA in the recon/balance sheet. However, the FSA is not reported in SACS.
514	Detailed check register - FY 23-24	Please provide a detailed check register for the accounts ending in 6413 as well as 6421.	Accepted	10/17/2024	10/23/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : There were no checks cut out of 6421
515	M1 to M9 Attendance Summaries	Please provide Month 1 to Month 9 Attendance Summary	Accepted	01/23/2025	05/19/2025	Mark Lutgen	Scott Gustafsson	
516	941Tax Returns	Can you please provide all 4 quarters for the 941 related to the 2024 fiscal year: 1. 2023 3rd quarter 2. 2023 4th quarter 3. 2024 1st quarter 4. 2024 2nd quarter	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	
517	Medical Benefits	Can you please provide me a rate per employee for all benefits as well as total employees participating in each plan?	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : 464 employees were enrolled in the 2024 benefits program
518	401K/457 Contribution	Can you please provide a summary by month showing contribution matches?	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : Attached spreadsheet was provided by TCG HUB and shows all employee deductions and employer match contributions for July 2023 - June 2024. Please let me know if you need any additional information
519	Percentage of Salary increase for FY 22-23 and FY 23-24	Could you please provide us with the percentage of salary increases for FY 2022-23 and FY 2023-24? If the increase rates differ by employee type, kindly indicate that as well.	Accepted	01/28/2025	04/17/2025	Gracyn Ortiz	Joshua Spoon	Paul Khoury : We had 2 rounds of salary increases - effective 11/1/2023 a 5% increase,, then effective 4/1/2024 another 5% increase. Do you need the employee list showing everyone\'s new rates?

520	STRS and PERS Contributions	Please provide documentation supporting total STRS and PERS Contributions.	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : I provided copies of cks submitted to Sacramento County Office of Ed for monthly STRS conrtibutions. We do not have PERS at Highlands. Please let me know if there\'s anything else you need for this request.
521	To determine a baseline, please provide a listing of Arts Education Expenses in FY22/23		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2022-23.
522	To determine a baseline, please provide a listing of Arts Education Expenses in FY23/24		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2023-24.
523	To determine a baseline, please provide a listing of Arts Education Expenses in FY22/23		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2022-23.
524	To determine a baseline, please provide a listing of Arts Education Expenses in FY23/24		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2023-24.
525	Expense Analytical Followup		Accepted	02/21/2025	04/17/2025	Gracyn Ortiz	Joshua Spoon	
526	Independent Study Ratio		Accepted	02/24/2025	05/19/2025	Matthew Lemos	Scott Gustafsson	
527	UPP exception noted for EL testing		Accepted	05/13/2025	05/19/2025	Matthew Lemos	Scott Gustafsson	
7	Audit Planning Questionnaire	Please complete the attached audit planning questionnaire in full and return to us. If you would prefer to setup a conference call to go through the questions together please contact the engagement lead or partner and we will setup a meeting.	Outstanding	03/20/2024				Matthew Lemos : I apologize if I missed it but is there an attachment for this item?
30	Net Asset Testing	Please provide the net asset classification determinization that will be included in the unaudited actuals for the 23-24 school year along with some form of approval of these figures by management.	Outstanding	05/06/2024				Diana Gonsalves : Can you provide a sample of what this would look like? I am not familiar with this request, Thanks Diana

127	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
128	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
500	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
529	State auditor Independent Study Ratio calculations		Outstanding	06/27/2025		Matthew Lemos : Jonathan, we were not provided the CSA calculations. I will request them now to see if it is possible to obtain.
528	Revised P2 Attendance Reports		Fulfilled	06/27/2025	Kat Michiels	

EXHIBIT K

Email from San Diego County Office of Education Nancy Mora

HIGHLANDS COMMUNITY CHARTER SCHOOL

Melissa Roberson <melissa.roberson@hccts.org>

Fwd: Adult Education credential authorization

3 messages

Murdock Smith <murdock.smith@hccts.org> Mon, Dec 30, 2024 at 10:39 AM
To: Bill McGuire <billmcguire99@gmail.com>, Melissa Roberson <melissa.roberson@hccts.org>

FYI

---------- Forwarded message ---------
From: **Nancy Mora** <nancy.mora@sdcoe.net>
Date: Fri, Oct 20, 2023 at 2:20 PM
Subject: Adult Education credential authorization
To: Murdock Smith <murdock.smith@hccts.org>
Cc: Human Resources - Highlands <hr@hccts.org>, HCCTS Credentialing <credentials@hccts.org>

Good afternoon Doc,

It was a pleasure speaking with you today about your adult education credential educators. To clarify authorizations here is a summary:

- single subject and multiple subject credentials: do not authorize teaching in an adult setting
- adult education credentials: authorize the holder to teach the subjects named on the credential in courses primarily for adults (not authorized to teach K-12)

One of the academic subjects that can be verified and listed on an adult education credential, and that most of the HCCTS candidates have, is Elementary and Secondary Basic Skills (ESBS). That subject authorizes the candidate to teach basic K-8 education, arithmetic, reading, GED, citizenship to adults.

Based on the conversation held with your reviewer and educator, it is possible that a confusion/breakdown in language or terminology caused the concern. Mr. Cooc holds a preliminary AE:ESBS (along with Social Science and English) credential so he is authorized to teach math in an adult setting.

I've attached the CTC's CL-697B leaflet, which outlines the requirements and authorizations for an adult education credential, for your reference.

Please do not hesitate to contact me if you have additional questions.

Happy Friday!

Nancy Mora
Harmony Responsibility * Consistency * Discipline * Intellection*
Credentials Technician, Teacher Effectiveness & Preparation - Human Resource Services
San Diego County Office of Education
6401 Linda Vista Road, Room 103
San Diego, CA 92111
Phone: 858.295.8791
Email: nancy.mora@sdcoe.net
Website: SDCOE Educator Prep
Twitter: @SDCOE4Educators

Please do not include social security numbers in email or attachments

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Murdock Smith | Executive Director/CEO
a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283
w: hccts.org | "It's Never Too Late..."

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DS Adult Education Teaching Cred CL-697B (38).pdf
212K

Melissa Roberson <melissa.roberson@hccts.org> Mon, Dec 30, 2024 at 10:44 AM
To: Maryana Mazyak <maryana.mazyak@hccts.org>

Please read. We may need this for JLAC and TRUSD in the future. There is disagreement between whether or not our teachers need a single-subject or adult ed credential. We have been instructed by San Diego County Office of ed to use Adult ed credentials.

[Quoted text hidden]

--

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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DS Adult Education Teaching Cred CL-697B (38).pdf
212K

Bill McGuire <billmcguire99@gmail.com> Fri, Jan 10, 2025 at 8:26 PM
To: Murdock Smith <murdock.smith@hccts.org>
Cc: Melissa Roberson <melissa.roberson@hccts.org>

This is why we need 8th grade!
[Quoted text hidden]
--
Bill McGuire
California School Inspections, LLC
billmcguire99@gmail.com
Mobile Phone 559-217-3901
High Expectations Lead to High Achievement

EXHIBIT L

HIGHLANDS_Resolution for Credentialed Teachers RIF (4-29-25)(9389715.1)

RESOLUTION OF THE BOARD OF DIRECTORS OF HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS APPROVING REDUCTION IN FORCE FOR CREDENTIALED TEACHERS

WHEREAS, Highlands Community Charter and Technical Schools ("HCCTS") is a California nonprofit public benefit corporation that currently operates two California public charter schools: (i) Highlands Community Charter School and (ii) California Innovative Career Academy (collectively referred to as the "Schools");

WHEREAS, in reliance on the most current information provided to the Board from the HCCTS Executive Director and management team, the HCCTS Board of Education ("Board") understands that HCCTS will be required to undergo very significant reductions in enrollment from approximately 13,000 to approximately 3,300 students, resulting in very significant reductions in revenue and operations, for the 2025-26 school year ("FY 2025-26");

WHEREAS, this anticipated considerable reduction in the Schools' enrollment and operations will significantly reduce HCCTS' staffing needs, and significantly reduces available funds to compensate School employees;

WHEREAS, the Board is responsible for prudent budgeting and for utilizing School funding for public school purposes that best benefit the education of students in its schools, in accordance with legal requirements including Education Code section 47633(c) and Article 16, Section 6, of the California Constitution;

WHEREAS, in making decisions about operational staffing needs, the Board is also cognizant of its fiduciary duty to act, in good faith, in a manner that each director believes to be in the best interests of HCCTS and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances, as set forth in Corporations Code section 5231;

WHEREAS, in light of the very significant anticipated reduction in the Schools' enrollment and revenue beginning in FY 2025-26, and based on the information, opinions, reports, statements, and/or data prepared or presented by the officers of the corporation and independent accountants and/or auditors, the Board has determined it is necessary for HCCTS to implement a Reduction in Force ("RIF") for Credentialed Teachers, reducing HCCTS' total Credentialed Teachers from 240.43 FTE to 52.51 FTE (see EXHIBIT A) with an anticipated last day of work of June 30, 2025 for separating employees;

WHEREAS, the Board does not take the decision to reduce staff lightly; however, based on the most current and reliable information available to the Board from the Executive Director and School team, the Board is faced with such a significant overall reduction in the Schools' enrollment, revenue, and organizational size in FY 2025-26, that the organization must undergo the RIF described herein in order for the Board to fulfill its fiduciary responsibilities and for

"ensuring progress toward the mission, faithfulness to the charter, and fiscal viability" as set forth in the Schools' charters; and

WHEREAS, the Board seeks to delegate to the HCCTS Executive Director and/or designee to execute the necessary RIF as set forth herein in accordance with applicable law and organizational policies, including sending 60-day notices to impacted personnel pursuant to the California Worker Adjustment and Retraining Act set forth at California Labor Code section 1400, *et. seq.*.

NOW, THEREFORE, this Board does hereby find, resolve, and order as follows:

Section 1. The foregoing recitals are true and correct, and incorporated herein.

Section 2. The Board hereby approves the RIF for Credentialed Teachers described herein, reducing HCCTS' total Credentialed Teachers from 240.43 FTE to 52.51 FTE with an anticipated last day of work of June 30, 2025 for separating employees.

Section 3. The Board has determined, based on the most current and reliable information available to the Board, that this RIF is necessary and in the best interests of HCCTS in light of the very significant enrollment and revenue reductions for the Schools beginning in FY 2025-26.

Section 4. The HCCTS Executive Director and/or designee, acting alone or together, is(are) hereby authorized and directed to execute the RIF as described herein in accordance with applicable law and organizational policies, including sending 60-day notices to impacted personnel pursuant to the California Worker Adjustment and Retraining Act set forth at California Labor Code section 1400, *et. seq.*, and to take or cause to be taken all such other actions as may be required to fulfill the purposes of the foregoing resolutions.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Highlands Community Charter and Technical School ("HCCTS"), a California nonprofit public benefit corporation, County of _____, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a special meeting of the Board of Directors of HCCTS, which was duly held on April 29, 2025, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on _____, 2025.

_____
Secretary of the Board of Directors of
HCCTS

EXHIBIT A

Job Title	Total FTE	Reduction in Force	Remaining FTE
Teacher Hourly	5.43	(1.93)	3.51
Teachers	235.00	(186.00)	49.00
TOTAL	**240.43**	**(187.93)**	**52.51**

EXHIBIT M

4111.2 BP Credentialing Requirements Communications - February 20, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4112.2 BP Credentialing Requirements Communications

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to ensuring that all employees meet and maintain the appropriate credentialing requirements as mandated by state and federal laws. This policy establishes guidelines for communicating credentialing expectations, monitoring compliance, and supporting employees in meeting credential requirements.

Scope

This policy applies to all HCCTS instructional staff, administrators, and other certificated personnel required to hold valid credentials or certifications for their respective roles.

Credentialing Requirements

HCCTS requires that all certificated employees maintain valid and appropriate credentials issued by the California Commission on Teacher Credentialing (CTC) or other relevant licensing bodies as applicable to their roles. Employees must:

- **Hold the proper credential or certification for their assignment at the time of hire.**
- **Maintain active status and renew credentials as required.**
- **Comply with state and federal regulations, including those under the California Education Code and Title 5 of the California Code of Regulations.**
- **Provide proof of credential validity and renewal to the Human Resources department within the specified timeline.**

Communication of Credential Requirements

To ensure compliance, HCCTS will:

- **Notify employees of their credential requirements upon hiring and annually thereafter.**
- **Provide timely reminders regarding renewal deadlines and required documentation.**
- **Offer support and guidance through the Credentialing Department to help employees navigate the credentialing process.**
- **Maintain accessible resources outlining credential requirements on internal platforms.**

Monitoring and Compliance

HCCTS will establish procedures for:

- **Regularly reviewing employee credential records to ensure compliance.**
- **Notifying employees of upcoming credential expirations.**
- **Assisting employees in resolving credential deficiencies.**
- **Reporting credential status to the California Department of Education (CDE) and other applicable agencies as required.**

Support for Credential Attainment and Renewal
HCCTS recognizes the importance of supporting employees in maintaining their credentials and will:

- **Provide guidance on credential application and renewal processes.**
- **Offer reimbursement opportunities for eligible credential-related expenses in accordance with HCCTS reimbursement policies.**
- **Collaborate with professional development initiatives to support credential compliance.**

Non-Compliance Consequences
Failure to comply with credentialing requirements may result in:

- **Notification to the employee and provision of a grace period to rectify deficiencies.**
- **Suspension or termination of employment in accordance with HCCTS policies and applicable labor agreements.**

Recordkeeping and Reporting
The Human Resources department is responsible for:

- **Maintaining accurate credential records for all certificated employees.**
- **Providing reports to the Executive Director and Board of Directors as necessary.**
- **Ensuring confidentiality of employee credential records in compliance with applicable privacy laws.**

Oversight
The Executive Director or designee shall be responsible for implementing and overseeing compliance with this policy.

Approved: February 20, 2025

EXHIBIT N

UMassGlobalAgreement-Executed

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INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOL
AND UMASS GLOBAL

This Agreement is made between the Highlands Community Charter and Technical School ("HCCTS"), a California non-profit corporation with its principal place of business at 1333 Grand Avenue, Sacramento, CA 95838, and UMass Global ("Independent Contractor") , a California non-profit corporation with its principal place of business at 65 Enterprise, Suite 150, Aliso Viejo, CA 92656.

It is the desire of HCCTS to engage the services of Independent Contractor. Such services and the relationship between HCCTS and Independent Contractor shall be governed according to the following terms and conditions:

SECTION 1. SERVICES TO BE PERFORMED. Independent Contractor agrees to perform the services detailed in **Attachment A** on HCCTS's behalf.

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, HCCTS agrees to pay Independent Contractor at the rate described in Attachment A, not to exceed $2,000,000 for the term of this Agreement. Payment to Independent Contractor will be made no later than net 30 days after receipt of each Independent Contractor invoice.

SECTION 3. EXPENSES. Independent Contractor shall be responsible for all expenses incurred while performing services under this Agreement.

SECTION 4. MATERIALS. Independent Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

SECTION 5. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICES. As a condition of Independent Contractor being selected to provide the services detailed in **Attachment A**, Independent Contractor shall provide HCCTS with the following:

- Copy of qualifications, including resume, credential, license(s), or certification for Independent Contractor as they relate to the services provided under **Attachment A**;
- Completion of Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance and Credential Verification (**Attachment B**);
- Proof of insurance as it relates to the services provided under **Attachment A** including an executed Certificate Regarding Workers Compensation in substantially the form attached as **Attachment C** hereto; and
- Independent Contractor's W-9.
- **Attachment D**, where applicable, contain supporting document(s) to HCCTS' Independent Contractor Agreement. HCCTS' Independent Contractor Agreement shall supersede the content(s) referenced in the supporting document(s).

SECTION 6. INTELLECTUAL PROPERTY OWNERSHIP. Independent Contractor assigns to HCCTS all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for HCCTS under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Independent

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Contractor shall help prepare any documents HCCTS considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to HCCTS. Independent Contractor agrees to honor the proprietary information of HCCTS and shall not disclose or circumvent such proprietary information now or in the future. Upon the conclusion of this Agreement, Independent Contractor shall return all records, files, contacts and other proprietary information of HCCTS to HCCTS. However, HCCTS shall reimburse Independent Contractor for all reasonable actual expenses necessary to carry out the terms of this Section.

SECTION 7. TERM OF AGREEMENT. This agreement will become effective when signed by both parties and will terminate the date either party terminates the Agreement as provided below.

SECTION 8. TERMINATING THE AGREEMENT. During the term of this Agreement, either party may terminate the Agreement without cause or advance notice at any time by providing written notice to the other party.

This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement, including failure to pay any financial obligations within the specified time according to this Agreement; (e) revocation or nonrenewal of either of the HCCTS-operated charter school petitions; or (f) 12 months after the effective date as identified in Section 7 above.

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement shall remain in full force and effect, and termination or expiration will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up until that date.

SECTION 9. INDEPENDENT CONTRACTOR STATUS. Independent Contractor is an independent contractor, not an employee of HCCTS. Independent Contractor's employees or subcontractors are not HCCTS's employees. Independent Contractor and HCCTS agree to the following rights consistent with an independent contractor relationship:

(a) Independent Contractor has the right to perform services for others during the term of this Agreement.

(b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of Independent Contractor's services are consistent with the responsibilities set forth herein at **Attachment A** as dictated by HCCTS.

(c) Independent Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

(d) Independent Contractor or Independent Contractor's employees or subcontractors shall perform the services required by this Agreement; HCCTS shall not hire, supervise or pay any assistants to help Independent Contractor.

(e) Neither Independent Contractor nor Independent Contractor's employees or subcontractors shall receive any training from HCCTS in the skills necessary to

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perform the services required by this Agreement.

(f) HCCTS shall not require Independent Contractor or Independent Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.

(g) Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of HCCTS.

SECTION 10. WORKERS' COMPENSATION. HCCTS shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law. Prior to the commencement of services, Contractor shall furnish the School with an executed Certificate Regarding Workers Compensation in substantially the form attached as **Attachment C** hereto.

SECTION 11. LOCAL, STATE AND FEDERAL TAXES. Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. HCCTS will not:

(a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;

(b) Make state or federal unemployment compensation contributions on Independent Contractor's behalf; or

(c) Withhold state or federal income tax from Independent Contractor's payments.

If Independent Contractor is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to HCCTS. Independent Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by HCCTS.

SECTION 12. CONFIDENTIALITY. Independent Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCTS and/or used by HCCTS in connection with the operation of its business including, without limitation, HCCTS's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of HCCTS will remain confidential to Independent Contractor unless a separate, specific, properly executed consent (including permission from HCCTS's student) for the release of information is obtained prior to such release. Any information regarding student(s) received by HCCTS's personnel or Independent Contractor providing services pursuant to this Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate HCCTS personnel.

SECTION 13. EXCLUSIVE AGREEMENT. This is the entire Agreement between Independent Contractor and HCCTS. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

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SECTION 14. MODIFYING THE AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

SECTION 15. DISPUTE RESOLUTION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Sacramento County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Sacramento County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

SECTION 16. LIMITED LIABILITY. This provision allocates the risks under this Agreement between Independent Contractor and HCCTS. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on HCCTS's premises to the extent such actions or omissions were not caused by HCCTS. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 17. LIABILITY AND INDEMNIFICATION. With regard to the services to be performed by the Independent Contractor pursuant to the terms of this Agreement, HCCTS shall not be liable to the Independent Contractor, or to anyone who may claim any right due to any relationship with the Independent Contractor, for any acts or omissions of HCCTS, except when said acts or omissions of HCCTS are due to willful misconduct or gross negligence. Independent Contractor shall hold HCCTS free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered by Independent Contractor pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of HCCTS and HCCTS is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

SECTION 18. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement;

(b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or

(c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly

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given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Independent Contractor:	If to HCCTS:
Attn: Erika Saito	Attn: Bill McGuire
65 Enterprise, Suite 150	1333 Grand Avenue
Aliso Viejo, CA 92656	Sacramento, CA 95838
Lorine.saito@umassglobal.edu	Bill.McGuire@hccts.org
	916.738.0837

SECTION 19. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

SECTION 20. INTERPRETATION AND OPPORTUNITY FOR COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

SECTION 21. APPLICABLE LAW. This Agreement will be governed by the laws of the State of California.

SIGNATURES:

ON BEHALF OF HCCTS:

Signed by:
Bill McGuire
Bill McGuire

Title: Executive Director

Date: 06/10/25

INDEPENDENT CONTRACTOR:

DocuSigned by:
David Andrews
David Andrews, Chancellor

Taxpayer ID Number: 26-0152908

Date: 06/10/25

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Attachment A

Scope of Services

Description of Services:

Independent Contractor will deliver the following program, hereafter referred to as "Program" to HCCTS employees:

• 2042 Single Subject Credential Program with English Learner Authorization

The Program prepares individuals to teach a specific subject in a departmentalized classroom and is aligned with the California Commission on Teacher Credentialing Teaching Performance Expectations. Program requirements may be found on the Independent Contractor's academic catalog: https://catalog.umassglobal.edu/education/teaching-credential-programs/single-subject-english-learner-authorization/#programrequirementstext

HCCTS shall provide a tuition assistance benefit, to their approved employees, that pays for all tuition and fees of the Program. HCCTS shall identify and approve employees eligible for the tuition assistance benefit. This Agreement applies to HCCTS employees who apply and enroll for a Summer 2, 2025 start of the programs detailed herein.

Admissions and Program Status:

- All admission determinations shall be solely the responsibility of Independent Contractor.
- Independent Contractor does not guarantee the admission of HCCTS approved employees.
- Approved HCCTS employees must meet the admission requirements of Independent Contractor and comply with the terms and conditions set forth in the Independent Contractor academic catalog and student handbook.
- Approved HCCTS employees must be admitted prior to the start of their program.
- Independent Contractor does not guarantee the successful completion of the Program by any HCCTS employee. HCCTS employees must independently complete all coursework and program requirements to complete the Program.
- Independent Contractor will evaluate the California Adult Education Credential for the potential waiver of two introductory courses. The waiver of any course will reduce the total number of credits employees need to satisfy to complete the Program.

Financial Responsibility:

- HCCTS will pay expenses for tuition and fees, textbooks excluded, of the Program.
- Admitted HCCTS employees will be responsible for all textbook costs.
- HCCTS shall provide Independent Contractor a list of employees approved for the tuition assistance benefit.

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- Independent Contractor shall provide no less than a fifteen percent (15%) scholarship for all HCCTS eligible employees admitted to the Program. This agreement applies to HCCTS eligible employees who apply, are admitted, and enroll for a Summer 1, 2025 start to the Program.
- HCCTS shall pay to the Independent Contractor, the tuition and fees for all employees approved for the tuition assistance benefit.
- Tuition may be subject to increase Fall 2025 and future years.
- Should HCCTS determine that any employee has not met HCCTS grade requirements or other expectations and therefore HCCTS tuition assistance is not applicable, HCCTS shall continue to pay Independent Contractor for tuition assessed and will work with the employee, outside of this agreement, in obtaining reimbursement from the student.
- HCCTS may add or remove employees eligible for the tuition assistance benefit via written agreement. Email from the designated HCCTS contact person is acceptable.
- HCCTS will not be responsible for paying tuition and fees for employees enrolled in coursework for the Master of Arts in Teaching.
- HCCTS will be responsible for paying the prorated tuition for employees who drop their course per the following schedule:

If an employee drops their course, HCCTS is responsible for the following tuition amount:

Course dropped:	**Prorated Tuition Amount**
Within the first week of session	10%
Within the second week of session	20%
After the second week of session	100%

- Any employee wishing to retake a course for any reason shall be responsible for paying any tuition and fees for the session of that course. For clarity, Independent Contractor shall not bill HCCTS for any courses retaken by HCCTS employees.
- Payment: Independent Contractor will submit the invoice for the tuition and fees of all eligible employees for each session to HCCTS after the final census of enrollment (week 3 of each session). Payment shall be due upon receipt.

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Not Applicable

Matthew Lemos

Attachment B X

**Certification of Criminal Background Clearance,
Tuberculosis (TB) Clearance, and Credential Verification**

This form is to be completed with respect to the Agreement between HCCTS Community Charter School ("HCCTS") and Vendor ("Independent Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

☐ A. The Independent Contractor hereby certifies to HCCTS that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with HCCTS students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest and conviction notifications for all such employees from the California Department of Justice to ensure ongoing safety of students and report any new notifications of arrests and convictions to HCCTS.

☐ B. The Independent Contractor hereby certifies to HCCTS that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.

☐ C. The Independent Contractor hereby certifies to HCCTS that it has required and verified that all of the Independent Contractor's employees whose assignment at HCCTS requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(*l*).

List below, or attach, the name and other information for each vendor employee for whom the Independent Contractor has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

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Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
John Example	*07/23/2014*	*07/23/2018*	*MSTC 07/01/2018*

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide HCCTS with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Independent Contractor Signature | Printed Name | Title | Date

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WAIVER JUSTIFICATION:

☒ D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

☒ The Independent Contractor and its employees will have NO CONTACT with pupils. No school-site services will be provided and no remote/virtual interaction with students will occur.

☐ The Independent Contractor and its employees will have LIMITED CONTACT with pupils, but this contact will be completely supervised by school employees and/or the student's parent/guardian at all times. Independent Contractor shall attach additional information outlining the terms of supervision by school employees and/or parents/guardians of the students.

☐ The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

☐ 1) Installation of a physical barrier at the worksite to limit contact with students.

☐ 2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

☐ 3) Surveillance of employees of the Independent Contractor by school personnel

☐ The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

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By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide HCCTS with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

DocuSigned by: David Andrews	David Andrews	Chancellor	06/10/25
Independent Contractor Signature	Printed Name	Title	Date

Docusign Envelope ID: D0648771-637A-4C32-9149-B79390BB29F0

Attachment C

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor: David Andrews, UMass

Signature: DocuSigned by: David Andrews 5FE5BE3779704C0...

Date: 06/10/25

Docusign Envelope ID: D0648771-637A-4C32-9149-B79390BB29F0

Attachment D

Supporting Document(s) to HCCTS' Independent Contractor Agreement

EXHIBIT O

Example of Teacher Agreement HCCTS K-12 Single Subject Credential Pathway

Docusign Envelope ID: 58234907-0110-41CC-A9EB-2ECAA8793A2D

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Teacher Single Subject Credential Pathway Agreement

This Agreement is entered into between Highlands Community Charter & Technical Schools ("HCCTS" or "School") and the undersigned educator ("Teacher") who seeks to obtain a Single Subject Teaching Credential through a California Commission on Teacher Credentialing ("CTC") approved program in accordance with California state laws and regulations.

Purpose:
This Agreement outlines the commitment of the Teacher to pursue and earn a Single Subject Teaching Credential in the following statutory subject(s) agreed upon by Teacher and HCCTS [Science] through the University of Massachusetts Global ("UMass Global") educator preparation program (internship pathway) or another similar CTC-approved university internship credential program approved by the School, and the School's agreement to advance upfront costs related to pre-service coursework and tuition, subject to reimbursement by the Teacher for failure to successfully progress through the pathway.

Important Note:
This Agreement is not an offer of employment or a commitment to continued employment by the School. It is a commitment by the Teacher to complete the credentialing pathway described herein, so long as Teacher remains employed by School, to earn the Single Subject Teaching Credential described herein. **Official offers will be extended after acceptance into the credentialing pathway and a mentor is assigned.**

1. Pathway Overview

The Teacher agrees to complete the approved credentialing pathway described herein, which includes achieving subject matter competency for enrollment in the program (e.g. completion of pre-service coursework and/or subject matter examination if needed), program coursework, clinical training, and testing components as outlined in the attached UMass Global curriculum and pathway documentation and the CTC's Single Subject Teaching Credential requirements

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for teachers prepared in California. The School will advance upfront costs for eligible pre-service, program coursework and internship components as set forth herein, with reimbursement required from the Teacher based on unsuccessful completion and progression.

2. Financial Commitments and Reimbursements

The School shall cover all approved costs related to pre-service coursework (if needed), enrollment in the internship pathway program described herein, and associated program tuition and fees necessary to meet the credentialing requirements.

- In order to incentivize eligible employees to obtain their Preliminary Single Subject Credential, HCCTS will directly pay the costs of required pre-service coursework and tuition costs for the employee to enroll in and complete a CTC-approved Single Subject Teaching Credential educator preparation program (internship pathway) selected by HCCTS, subject to reimbursement by the employee for failure to successfully progress through the pathway. (Board Policy 4112.3)

- Once an educator has obtained their Preliminary Single Subject Credential, and for other educators who are required to obtain additional credentials or renew credentials as a condition of their employment, the costs associated with the induction program and/or to obtain an additional credential or renew their credential, will be paid for by the employee and reimbursed by HCCTS provided that the employee fulfills certain pre-determined criteria. (Board Policy 4112.3)

- The Teacher's reimbursement terms and schedule will be detailed in a separate reimbursement agreement, consistent with the pathway requirements for induction.

3. Conditions and Limitations for Financial Assistance (Board Policy 4112.3)

- Financial assistance is subject to budget availability and may be prorated or capped annually or as needed at the discretion of the Executive Director and the Board.

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Payment of expenses provided by outside funding sources (e.g., grants) are not eligible for additional financial assistance from HCCTS.

- Employees who voluntarily terminate their employment within one year of receiving the financial assistance may be required to repay a 50% portion of the financial assistance amount.

4. Emergency Permits and Intern Credential

While pursuing and prior to completion of the credentialing pathway, Teacher understands and agrees that HCCTS will pursue/approve on Teacher's behalf the appropriate CTC-issued emergency permit(s)/intern credential based on Teacher's qualifications, as outlined by CTC and in the chart below, for Teacher to legally serve as a teacher at School prior to Teacher's completion of their credentialing pathway:

Type	Purpose	Eligibility	Valid For	Key Notes
PIP Provisional Internship Permit	Allows educator who has not met subject matter competence needed to enter intern program to fill immediate staffing need	BA + successful completion of at least 18 semester units, or 9 upper division semester units, of coursework in the subject to be listed on the permit	1 year (non renewable)	School must verify that a diligent search has been made, and a fully credentialed teacher cannot be found

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STSP Short Term Staff Permit	Allows educator who has met subject matter competence for intern program, but	BA + subject matter competency + a degree major in the subject area or successful completion of	Up to 1 school year (non renewable)	School must verify local recruitment efforts, provide orientation to Teacher, assign a mentor teacher, and submit

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

	prior to enrollment in intern program, to fill acute staffing need	at least 18 semester units, or 9 upper division semester units, of coursework in the subject to be listed on the permit		written justification of acute staffing need to the CTC
University Intern Teaching Credential	Available once Teacher has pre service preparation and is enrolled in CTC-approved internship pathway credential program as described herein	BA + subject matter competency + U.S. Constitution + 120 hours pre service and enrollment in credential program	2 years (renewable once)	PSA 24-03: University Intern Credentials authorize adult teaching; must be in CTC approved program

Docusign Envelope ID: 58234907-0110-41CC-A9EB-2ECAA8793A2D

To the extent a different emergency teaching permit and/or local assignment option is applicable, Teacher and School will cooperate to meet/document the applicable requirements so that Teacher may legally serve as a teacher at School prior to Teacher's completion of their credentialing pathway.

5. Pathway Requirements

The Teacher agrees to successfully complete all application procedures, coursework, clinical practice, and testing as required by the UMass Global program or a similar university internship program approved by the School.

- Completing the required coursework (See Addendum A)
- Satisfying subject matter competency
- Passing the US Constitution exam
- Earning CPR certification

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- Passing TB test
- Obtaining Certificate of Clearance
- Successfully completing clinical practice sessions
- Passing the California Teaching Performance Assessment (CalTPA) ·

Applying for and receiving the Preliminary Teaching Credential **6.**

Duration and Completion

The Teacher commits to maintaining adequate progress toward credential issuance by completing the pathway within the designated timeframes of the pathway. The School's financial support is contingent upon the Teacher's active participation and adherence to the pathway requirements.

7. Miscellaneous

- This Agreement shall be governed by the laws of the State of California.

Docusign Envelope ID: 58234907-0110-41CC-A9EB-2ECAA8793A2D

- This Agreement does not constitute employment or guarantee employment.

Acknowledgment and Signature:

By signing below, the Teacher acknowledges understanding and agrees to adhere to the Single Subject Teaching Credential pathway and commitments outlined herein.

Teacher Name: Catherine Thirkill
Signature: Signed by: Catherine Thirkill C6970475B0984AC...
Date: 05/30/25

School Acknowledgement:

Authorized School Representative: Matthew Lemos
Title: Chief Business Official
Signature: DocuSigned by: Matthew Lemos 5F7E13D6DA8487...
Date: 06/12/25

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Addendum A – Required UMass Coursework – Single Subject Program

Pre-Clinical Coursework		
Courses Course Description Units		
EDUU 510*	Introduction to Teaching*	3 units
EDUU 511*	Collaboration for Inclusive Schooling*	3 units
EDUU 512*	The Art & Craft of Teaching*	3 units
EDSU	Effective Literacy Instruction for Single Subject Candidates	3 units

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532		
Candidates may be intern eligible after taking the above four courses.		
Additional Pre-Clinical Courses		
Courses Course Description Units		
EDSU 530	Theories, Methods, and Materials for Teaching English Learners	3 units
EDSU 531	Secondary Instructional Strategies for Language/Culturally Diverse Classrooms	3 units
EDSU 533	Effective “Your Subject” Instruction for Single Subject Candidates	3 units
EDSU 534	Preparing 21st Century Learners: A Collaborative and Integrated Approach	3 units
Clinical Coursework		
Courses Course Description Units		
EDSU 561	Initial Intern Clinical Practice — Single Subject	4.5 units
EDSU 562	Final Intern Clinical Practice — Single Subject	4.5 units
EDUU 588	Intern Continued Supervision	0 units
or		
EDSU 563	Initial Student Teaching — Single Subject	4.5 units
EDSU 564	Final Student Teaching — Single Subject	4.5 units

| Total Units for Credential | | 33 units |

*** Possible to waive the requirement based on previous completed work**

EXHIBIT P

Mentor Teacher 05-15-2025 Update

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Position Title:	Mentor Teacher (Full Time)
Division	CICA / HCCS
Job Classification:	Certificated
Work Calendar:	209 Days Work Calendar
Exempt/Non-Exempt Designation:	Exempt
Funding Source:	LCAP (Goal 1, Action 4)
Pay Type:	Salary
Pay Schedule:	$70,429 - $103,221 (7 Steps)
Pay Method:	Semi-Monthly
Department:	Academics
Reporting to:	Director of Instruction & Professional Learning

Summary of the Position:
The Mentor Teacher will support teachers working on clearing their credentials and/or newly hired teachers to the school. When mentoring teachers who are working toward clearing their credentials, the Mentor Teacher will provide all support required by the County Office of Education's or University credential program. Further, the Mentor Teacher will help acclimate newly hired teachers to the culture of the school, develop teachers' instructional and classroom management skills, and connect newly hired teachers with support structures within the school as needed.

Essential Duties and Responsibilities:

- Maintain familiarity with the California Standards for the Teaching Profession (CSTPs)
- Provide a minimum of five (5) hours per week of support and guidance to the teacher candidate during their clinical practice. This support may include co-planning, modeling lessons, observing and providing feedback, and facilitating reflective discussions
- Support up to six (6) teacher candidates.
- Provide all support required by the credentialing programs for teachers working to clear their credentials, including their ILP (individual learning program)
- Participate in the evaluation process of the teacher candidate, providing input on their progress and areas for improvement
- Work closely with University or County Office of Education program supervisors to ensure the teacher candidate's growth and alignment with the Teaching Performance Expectations (TPEs)
- Provide regular communication and just-in-time support for new teachers
- Conduct at least monthly classroom visits for newly hired teachers, followed by an observation debrief (i.e., feedback) with the teacher
- Co-teach, as necessary, to support newly hired teachers and to demonstrate instructional strategies with the teacher's students
- Monitor the growth and development of new teachers
- Alert newly hired teachers' supervisors of areas of growth and areas of concern
- Remain current on developments and best practices in adult education and ESL

instruction within K-12 environments
- Stay apprised of innovative, researched-based instructional strategies that can reach a variety of adult learners
- Other duties as assigned

Required Education and Training:
- Must possess a valid California teaching credential appropriate to the specific subject and grade level of the candidate they are mentoring
- Five or more years of teaching preferred
- At least three years of successful teaching experience in the credential area
- Complete a minimum of 10 hours of professional development related to mentoring, adult learning theory, and current content-specific pedagogy (K-12)
- Experience as a mentor teacher or instructional coach preferred
- Bachelor's degree required
- Master's degree in TESOL or Education preferred

Experience/Minimum Qualifications:
Must possess the ability to:
- Develop, enhance, and enforce work standards
- Three years of successful, full-time teaching of students required
- Ability to apply knowledge of current research and theory to instructional programs; ability to plan and implement programmatic changes based on data and in consultation with stakeholders
- Ability to communicate with and lead a diverse community
- Interpret, apply, and explain rules, regulations, policies, and procedures
- Establish and maintain cooperative and effective working relationships with others
- Work independently with little direction
- Meet schedules and timelines
- Assist in the continued enhancement of the management of HCCTS by modeling appropriate behavior for and toward students and staff and by displaying professional conduct at all times

Must possess an understanding of:
- Interpersonal skills using tact, patience, and courtesy
- Operation of a computer and assigned software
- Ethical conduct, integrity, and confidentiality applicable to mentoring, academic, and compliance roles
- A comprehensive understanding of academic standards and practices

Physical Requirements:
- Frequent sitting/standing/walking.
- Must be able to occasionally lift, carry push, and/or pull objects of not more than 25 pounds.
- Manual dexterity, and finger/wrist and hand repetitions are needed; occasional repetitive motion; frequent writing and typing; occasional grasping, holding and

reaching; constant operation of office equipment, computers and clerical supplies.
- Constant computer use, including use of keyboard and mouse.
- Must have good visual acuity and depth perception to operate the computer system; constant use of overall vision.
- Speaking and hearing are essential to the communication needs of the position; frequent hearing and speaking in person and on the phone, via remote video teleconferencing platforms.
- Transport: ability to occasionally travel to and from worksite(s) via driving, ride hails, ride share, public transportation, biking, and/or walking.

Mental/Cognitive & Behavioral Requirements:
- Must be able to analyze written, spoken, visual, and other sensory stimuli.
- Must have ability to understand and analyze written and spoken English.
- Must be able to cope effectively with stressful situations and time constraints.
- Must be able to make sound judgments based on available information.
- Must be able to effectively troubleshoot issues and develop creative solutions.
- Must be able to engage in frequent public and/or coworker contact.
- Must be able to prioritize multiple tasks and meet deadlines consistently.
- Must be able to maintain accuracy in tasks requiring meticulous attention to detail.
- Must have flexibility to adapt to changing priorities and work demands.
- Must be able to work alone/independently frequent.
- Must be able to provide and follow detailed written and verbal instructions.
- Must be able to build and maintain positive working relationships with colleagues and students.

Typical Working Conditions:
- Occasional exposure to extreme or varying temperatures.
- Occasional exposure to outdoor elements such as hazardous materials, sun, precipitation and wind or wet/humid surroundings.
- Occasional exposure to loud noise, fumes, smoke, dust.
- Occasional exposure to small/confined/enclosed areas.

Location:
- If onsite: This position is primarily based on-site at an assigned work location. It may also require frequent travel to various work sites as needed. Reasonably necessary business expenses will be reimbursed in accordance with state and federal law.

***The physical, mental, and behavioral demands and work environment are representative of those that must be met or encountered to successfully perform the essential functions of the job. In compliance with California's Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA), HCCTS provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with HCCTS.*

All job descriptions are meant as a guideline. Job duties can be revised with or without written notification and are subject to change.

Board Approved Date:

EXHIBIT Q

Edjoin Mentor Teacher Job Posting

ATTENTION: Important Notice

The EDJOIN Help Desk will be closed on Monday January 19, 2026 in observance of Martin Luther King Jr Day. We will resume normal business hours on the next business day.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Mentor Teacher at Highlands Community Charter School - Sacramento

Application Deadline
8/8/2025 4:00 PM Pacific

Date Posted
5/20/2025

Contact
Human Resources

Number of Openings
1

Salary
Pay dependent on experience

Add'l Salary Info
Starting at $70,429.00

Length of Work Year
209 Days

Employment Type
Full and Part Time

Job Summary
The Mentor Teacher will support teachers working on clearing their credentials and/or newly hired teachers to the school. When mentoring teachers who are working toward clearing their credentials, the Mentor Teacher will provide all support required by the County Office of Education's or University credential program. Further, the Mentor Teacher will help acclimate newly hired teachers to the culture of the school, develop teachers' instructional and classroom management skills, and connect newly hired teachers with support structures within the school as needed.

(Please read the job description before applying for this position.)

Requirements / Qualifications
The position requires the following items to be attached to the application, or the application will not be considered:

. Resume
. Letter of Reference (at least 2 required)
. Must possess a valid California teaching credential appropriate to the specific subject and grade level of the candidate they are mentoring
. Five or more years of teaching preferred
. At least three years of successful teaching experience in the credential area
. Complete a minimum of 10 hours of professional development related to mentoring, adult learning theory, and current content-specific pedagogy (K-12)
. Experience as a mentor teacher or instructional coach preferred
. Bachelor's degree required
. Master's degree in TESOL or Education preferred

Must possess the ability to:
. Develop, enhance, and enforce work standards
. Three years of successful, full-time teaching of students required
. Ability to apply knowledge of current research and theory to instructional programs; ability to plan and implement programmatic changes based on data and in consultation with stakeholders
. Ability to communicate with and lead a diverse community
. Interpret, apply, and explain rules, regulations, policies, and procedures
. Establish and maintain cooperative and effective working relationships with others
. Work independently with little direction
. Meet schedules and timelines

. Assist in the continued enhancement of the management of HCCTS by modeling appropriate behavior for and toward students and staff and by displaying professional conduct at all times

Must possess an understanding of:
. Interpersonal skills using tact, patience, and courtesy
. Operation of a computer and assigned software
. Ethical conduct, integrity, and confidentiality applicable to mentoring, academic, and compliance roles
. A comprehensive understanding of academic standards and practices

Comments and Other Information

We are proud to offer a comprehensive benefits package designed to support your health, well-being, and financial security. Highlights include two medical plan options through Kaiser Permanente and Sutter Health Plus, dental and vision coverage, company-paid life and disability insurance, and a $300 employer contribution toward a Health Care Flexible Spending Account (FSA). Additional offerings include voluntary benefits such as accident, critical illness, and hospital indemnity insurance, as well as an Employee Assistance Program (EAP) with free confidential counseling. We also provide valuable extras like pet insurance discounts, identity theft protection, and access to exclusive savings through BenefitHUB. Eligible employees working 30 or more hours per week can enroll themselves and eligible family members.

Important Note:

An incomplete or unsigned application will not be considered.

Highlands Community Charter School is an equal opportunity employer and prohibits unlawful discrimination and/or harassment of district employees or job applicants based on any legally protected characteristics, actual or perceived, including, but not limited to, race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, sex, sexual orientation, gender, gender identity or gender expression

Having trouble or need assistance with your application? Please go to www.edjoin.org and click on “Help Center” for information such as how to attach documents to your application, or how to update your profile. You may also contact the EDJOIN help desk by calling 888-900-8945 or by emailing edjoin_helpdesk@sbcss.k12.ca.us

REMEMBER! Attachments are NOT automatically added to your applications. Make sure you scan and attach all required documents before the job posting deadline. Highlands is not responsible for emails that may be delivered into an applicant’s junk/spam mailbox.

CalSTRS Links

Not all postings qualify for CalSTRS. Informational Only.

CalSTRS Info for New Educators

EXHIBIT R

Mentor Teacher at Highlands Community Charter School - Sacramento _ EDJOIN

ATTENTION: Important Notice

Finish Reading

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Mentor Teacher at Highlands Community Charter School - Sacramento

Application Deadline
8/8/2025 4:00 PM Pacific

Date Posted
5/20/2025

Contact
Human Resources

Number of Openings
1

Salary

Add'l Salary Info
Starting at $70,429.00

Length of Work Year
209 Days

Employment Type
Full and Part Time

Job Summary
The Mentor Teacher will support teachers working on clearing their credentials and/or newly hired teachers to the school. When mentoring teachers who are working toward clearing their credentials, the Mentor Teacher will provide all support required by the County Office of Education's or University credential program. Further, the Mentor Teacher will help acclimate newly hired teachers to the culture of the school, develop teachers' instructional and classroom management skills, and connect newly hired teachers with support structures within the school as needed.

(Please read the job description before applying for this position.)

Requirements / Qualifications
The position requires the following items to be attached to the application, or the application will not be considered:

. Resume
. Letter of Reference (at least 2 required)
. Must possess a valid California teaching credential appropriate to the specific subject and grade level of the candidate they are mentoring
. Five or more years of teaching preferred
. At least three years of successful teaching experience in the credential area
. Complete a minimum of 10 hours of professional development related to mentoring, adult learning theory, and current content-specific pedagogy (K-12)
. Experience as a mentor teacher or instructional coach preferred
. Bachelor's degree required
. Master's degree in TESOL or Education preferred

Must possess the ability to:
. Develop, enhance, and enforce work standards
. Three years of successful, full-time teaching of students required
. Ability to apply knowledge of current research and theory to instructional programs; ability to plan and implement programmatic changes based on data and in consultation with stakeholders
. Ability to communicate with and lead a diverse community
. Interpret, apply, and explain rules, regulations, policies, and procedures
. Establish and maintain cooperative and effective working relationships with others
. Work independently with little direction
. Meet schedules and timelines
. Assist in the continued enhancement of the management of HCCTS by modeling appropriate behavior for and toward students and staff and by displaying professional conduct at all times

Must possess an understanding of:
. Interpersonal skills using tact, patience, and courtesy

. Operation of a computer and assigned software
. Ethical conduct, integrity, and confidentiality applicable to mentoring, academic, and compliance roles
. A comprehensive understanding of academic standards and practices

Comments and Other Information

We are proud to offer a comprehensive benefits package designed to support your health, well-being, and financial security. Highlights include two medical plan options through Kaiser Permanente and Sutter Health Plus, dental and vision coverage, company-paid life and disability insurance, and a $300 employer contribution toward a Health Care Flexible Spending Account (FSA). Additional offerings include voluntary benefits such as accident, critical illness, and hospital indemnity insurance, as well as an Employee Assistance Program (EAP) with free confidential counseling. We also provide valuable extras like pet insurance discounts, identity theft protection, and access to exclusive savings through BenefitHUB. Eligible employees working 30 or more hours per week can enroll themselves and eligible family members.

Important Note:

An incomplete or unsigned application will not be considered.

Highlands Community Charter School is an equal opportunity employer and prohibits unlawful discrimination and/or harassment of district employees or job applicants based on any legally protected characteristics, actual or perceived, including, but not limited to, race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, sex, sexual orientation, gender, gender identity or gender expression

Having trouble or need assistance with your application? Please go to www.edjoin.org and click on “Help Center” for information such as how to attach documents to your application, or how to update your profile. You may also contact the EDJOIN help desk by calling 888-900-8945 or by emailing edjoin_helpdesk@sbcss.k12.ca.us

REMEMBER! Attachments are NOT automatically added to your applications. Make sure you scan and attach all required documents before the job posting deadline. Highlands is not responsible for emails that may be delivered into an applicant’s junk/spam mailbox.

CalSTRS Links

Not all postings qualify for CalSTRS. Informational Only.

CalSTRS Info for New Educators

EXHIBIT S

4112.3 BP Teacher Credentialing Reimbursements - May 15, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4112.3 BP Teacher Credentialing Reimbursements

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to supporting its certificated staff in obtaining and maintaining the necessary teaching credentials required to fulfill their roles effectively. This policy establishes guidelines for credentialing program payments and reimbursements, ensuring compliance with applicable laws and fostering professional development.

Scope

This policy applies to all eligible certificated employees of HCCTS who are required to obtain credentials or additional credentials or renew credentials as a condition of their employment.

HCCTS' goals are to retain and develop quality teachers while ensuring compliance with California teacher credential requirements and, where possible, empower teachers to earn and maintain the most effective credential for their role.

There are two financial assistance components to this policy for eligible employees:

- **Direct Payment for Intern Program to Obtain Single Subject Credential.** In order to incentivize eligible employees to obtain their Preliminary Single Subject Credential, HCCTS will directly pay the costs of required pre-service coursework and tuition costs for the employee to enroll in and complete a CTC-approved Single Subject Teaching Credential educator preparation program (internship pathway) selected by HCCTS, subject to reimbursement by the employee for failure to successfully progress through the pathway; and
- **Reimbursement for Induction, Other Credentials.** Once an educator has obtained their Preliminary Single Subject Credential, and for other educators who are required to obtain additional credentials or renew credentials as a condition of their employment, the costs associated with the induction program and/or to obtain an additional credential or renew their credential, will be paid for by the employee and reimbursed by HCCTS provided that the employee fulfills certain pre-determined criteria.

Eligibility

To qualify for direct payment for pre-service coursework and an intern program to obtain a Single Subject Teaching Credential pursuant to this policy, employees must:

- Hold a permanent or probationary certificated position at HCCTS.
- Be approved by HCCTS for participation for prepayment by HCCTS to obtain a Single Subject Teaching Credential as a part of their employment.
- Successfully complete preservice requirements, enroll in, attend, achieve necessary milestones and complete an HCCTS-approved Single Subject Teaching Credential educator preparation program (internship pathway).

To qualify for reimbursement of costs associated with an induction program and/or to otherwise obtain an additional credential or renew their credential, employees must:

- Hold a permanent or probationary certificated position at HCCTS.
- Attend one of the HCCTS-approved credentialing programs (as applicable).
- Provide proof of successful completion of credentialing requirements, including coursework, exams, and/or other mandated requirements.
- Submit a reimbursement request within the specified timeline and in compliance with HCCTS procedures.

Repayment for Failure to Complete
In the event an employee does not successfully complete their credentialing pathway within the timeframe set forth in the program schedule or fails to meet the required milestones of the program, elects to terminate their employment prior to completion, or is terminated for cause prior to completion, the employee will be required to reimburse HCCTS for all costs paid and/or reimbursed by HCCTS, unless the failure is due to extenuating circumstances approved in writing by the School.

The employee's reimbursement terms and schedule will be detailed in a reimbursement agreement that is approved by the HCCTS Executive Director and consistent with this Board Policy and the employee's credential pathway requirements.

Conditions and Limitations for Financial Assistance
- Financial assistance is subject to budget availability and may be prorated or capped annually or as needed at the discretion of the Executive Director and the Board.
- Payment of expenses provided by outside funding sources (e.g., grants) are not eligible for additional financial assistance from HCCTS.
- Employees who voluntarily terminate their employment within one year of receiving the financial assistance may be required to repay a 50% portion of the financial assistance amount.

Eligible Expenses
HCCTS will pay and/or reimburse, as applicable, expenses related to obtaining and/or renewing a credential as set forth herein, including but not limited to:

- Tuition fees required for coursework at accredited institutions approved by HCCTS.
- Coursework fees for state-mandated professional preparation programs.
- Required exams and tests for the HCCTS-approved subject matter pathway with a maximum of one (1) attempt per required exam or test.
- Other expenses as approved by the Executive Director or designee.

Reimbursement Process
Employees seeking reimbursement must follow the procedures outlined below:

1. Obtain supervisor approval before incurring expenses.
2. Submit a completed reimbursement request form with the following documentation to their supervisor:
    - Proof of payment (receipts, invoices, etc.).
    - Evidence of successful completion (credential copy, test results, transcripts, etc.).
3. Requests must be submitted within 60 days of successful completion.
4. Reimbursements will be processed within 30 days of approval, subject to availability of funds.

Compliance and Oversight
The Credentialing Department will be responsible for implementing of this policy and ensuring compliance with all applicable laws and regulations.

Policy Review
This policy shall be reviewed at least annually by the Board to ensure alignment with HCCTS goals and any changes in credentialing requirements.

Approved: May 15, 2025

EXHIBIT T

HCCTS K-12 Teacher Retention Bonus - Final V_2

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Teacher Retention Bonus Agreement

This Teacher Retention Bonus Agreement ("Agreement") is entered into by and between Highlands Community Charter & Technical Schools ("HCCTS") and the undersigned employee ("Employee") (collectively referred to as the "Parties") as of the date signed below.

1. **Purpose:** HCCTS seeks to incentivize its K-12 credentialed teachers to remain committed to the school for the 2025-2026 school year. To that end, HCCTS agrees to provide a retention bonus to qualifying teachers who meet the conditions set forth herein.

2. **Eligibility:** This bonus is available to any fully K-12 credentialed teacher who is either a new employee or a returning teacher of HCCTS as of the start of the 2025-2026 school year, and who commits to completing the full academic year. Additionally, the Employee must possess a valid preliminary or clear K-12 teaching credential issued by the California Commission on Teacher Credentialing (CTC).

3. **Teachers participating in intern or other credentialing programs that do not yet hold a valid preliminary or clear credential are not eligible for this bonus.**

4. Bonus Payment Terms: The total bonus amount is $5,000 per eligible employee, payable in two installments:

- **First Payment:** $2,500, issued in December 24th, 2025
- **Second Payment:** $2,500, issued in June 25th, 2026

5. Conditions of Payment

a) The Employee must remain employed with HCCTS through the respective payment dates to be eligible to receive the payment.
b) If the Employee voluntarily terminates employment or is involuntarily

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

terminated for cause before the payment date, the Employee shall not be entitled to this payment. For purposes of this Agreement, "cause" includes a violation of the HCCTS' policies or expectations of conduct, failure to satisfactorily perform the Employee's job duties, or failure to maintain the required credential.

c) If the Employee is involuntarily terminated without cause before the payment date, the Employee shall be entitled to a pro-rated amount of the next payment in proportion to the time worked.

6. No Guarantee of Employment

Participation in this program does not guarantee continued employment nor does it alter the at-will nature of the employment relationship.

7. Applicable Laws

a) California Labor Laws: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
b) Wage and Hour Laws: Any bonus payments are considered wages under California law and are subject to applicable payroll taxes and withholding.
c) Employment At-Will: Employment with HCCTS is at-will, and either party may terminate the employment relationship at any time, with or without cause or notice, consistent with California law.

8. Miscellaneous

a) This Agreement constitutes the entire understanding between the Parties regarding the bonus.
b) This Agreement shall be governed by the laws of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Employee Name: _____
Signature: _____
Date: _____

HCCTS Authorized Representative:

Title: _____
Signature: _____
Date: _____

EXHIBIT U

4212.8 BP Anti-Nepotism and Employment of Relatives - December 5, 2024 (2)

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4212.8 BP - Anti-Nepotism and Employment of Relatives

Board Policy

Highlands Community Charter and Technical Schools (HCCTS) upholds the principles of fairness, transparency, and integrity in employment practices. To prevent conflicts of interest and eliminate favoritism, this policy establishes strict boundaries regarding relatives within HCCTS employment, supervision, and evaluation processes. This policy aims to protect HCCTS' integrity and promote a professional, unbiased working environment.

Purpose and Scope

This policy applies to all HCCTS employees, including full-time, part-time, temporary, and contracted staff, as well as members of the Board of Directors. It governs hiring decisions, promotions, evaluations, transfers, disciplinary actions, and other personnel-related decisions involving employees with relative relationships.

Definitions

- **Nepotism**: Favoritism in employment or personnel decisions based on relationships rather than on merit or qualifications.
- **Relatives**: For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, step-relatives, and in-laws (mother-in-law, father-in-law, daughter-in-law, and son-in-law).
- **Conflict of Interest**: Consistent with the California Government Code Section 1090, a situation in which an employee's relationships may improperly influence their employment-related decisions, leading to actual or perceived bias.

Policy Provisions

1. **Prohibition on Supervisory Relationships**
   No HCCTS employee shall be employed in a position where they directly or indirectly supervise, evaluate, or have decision-making authority over a relative. This restriction is essential to maintain impartiality in supervisory relationships.
2. **Restrictions on Employment Decisions Involving Relatives**
   Employees are strictly prohibited from participating in any hiring, promotion, evaluation, disciplinary, or related process involving a relative. Such processes must be delegated to an impartial third party or the Human Resources Department.
3. **Employment of Relatives within the Same Department**
   Relatives may work within the same department only if no direct or indirect reporting or supervisory relationship exists. Approval in writing from the Executive Director is required, and the Executive Director may impose restrictions or deny such employment to protect HCCTS' operations, safety, and security.
4. **Disclosure Requirements**
   Employees must disclose if any other employee is a relative or candidate for employment to both their supervisor and Human Resources. Failure to disclose relationships may result in disciplinary action, up to and including termination. Disclosures are required to assess and address potential conflicts in advance.
5. **Corrective Actions for Conflicts of Interest**
   When a conflict of interest is identified, HCCTS will implement corrective actions, which may include:

- Reassignment to a different department, supervisor, or role.
- Modification of duties to eliminate conflicts.
- HCCTS may require one or both employees to accept a transfer or resign to resolve the conflict.

6. **Marriage or Relatives Developed Post-Hiring**
   If a relationship arises after hiring (e.g., through marriage or cohabitation) and creates a direct supervisory relationship or potential conflict, HCCTS may reassign one employee to an alternative role. If a reassignment is not feasible, one or both employees may be required to resign.
7. **Pre-Existing Relationships**
   Employees with pre-existing relationships in supervisory or evaluative roles prior to this policy's enactment must disclose these relationships to Human Resources. Where conflicts exist, impartial evaluators may be assigned to maintain unbiased operations.
8. **Board of Directors and Administrative Staff Restrictions**
   Members of the Board of Directors and administrative staff are prohibited from participating in employment decisions affecting relatives. Board members must abstain from voting on or discussing items related to the employment or financial interests of a relative in compliance with conflict-of-interest laws. Any employee hired after November 2024 may not be a relative of a Board Director due to a majority Board of Directors' ability to approve future employment-related issues.

Exceptions and Appeals
Requests for exceptions to this policy must be submitted in writing to the Executive Director and reviewed in consultation with the Human Resources Department and legal counsel. Exceptions will only be granted if no conflict of interest exists and the school's integrity remains intact. Employees may appeal nepotism-related decisions through the standard grievance process outlined in the HCCTS Employee Handbook.

Confidentiality and Non-Retaliation
All information disclosed under this policy is confidential. Employees who disclose potential conflicts of interest or raise related concerns will not be subject to retaliation. Any retaliation will result in disciplinary action.

Compliance
This policy adheres to all applicable laws, including the California Government Code, Education Code, and statutes governing conflict of interest in educational institutions. HCCTS will ensure this policy is regularly reviewed and updated to reflect legal changes.

Enforcement and Disciplinary Actions
The Executive Director and the Human Resources Department are responsible for enforcing this policy. Violations may result in disciplinary actions, including reassignment, suspension, or termination of employment. The Executive Director holds final authority for interpreting and applying this policy, subject to Board review.

Approved: December 5, 2024

EXHIBIT V

2025-2026 HCCTS Student Handbook

STUDENT HANDBOOK

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Dear Students,

Welcome back! We are so happy you are here!

You made a powerful choice to return to school and work for a better life. That takes courage. You should be proud.

At Highlands Community Charter School (HCCS) & California Innovative Career Academy (CICA), we believe in second chances. We believe in you. This year, our schools are changing for the better with stronger teachers, new classes, and more support to help you succeed.

We also have higher expectations, because we know you are capable of more.
To be a student at HCCS & CICA, you must:

Work towards earning your high school diploma
Take part in required testing
Follow school rules, expectations and meet attendance requirements

If you are enrolled at HCCS, you are expected to come to class every day and attend every period. If you are enrolled at CICA, your attendance will be tracked by completion of your course work. We will help you every step of the way with support in class, help with technology, and staff who care about you.

We know life is hard. But your dreams are worth it. Getting your diploma can open new doors for better jobs, college, and a stronger future for you and your family. You are not alone. We are in this together.

Let's make this your year. Let's build a better future starting now. Because at HCCS & CICA we believe that "It's Never Too Late…"

With pride and hope,



Jonathan Raymond
Executive Director
Highlands Community Charter and Technical School

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GENERAL INFORMATION

Purpose of the Handbook

The purpose of the student handbook is to give students an understanding of the general rules and guidelines for attending and receiving an education at Highlands Community Charter and Technical Schools (HCCTS). Students should be aware that this document is reviewed annually since policy and procedure adoption is an ongoing process. The most recently adopted policy or procedure will always prevail. This handbook may be amended at any time and those changes will be communicated by the administration to students and staff.

Student Expectations

- No student has the right to interfere with the education of their fellow students. Respect the rights of other students.
- Express your ideas in a respectful manner, as not to offend or slander others. Be aware of all rules and standards, and conduct yourself accordingly.
- Maintain dress and grooming appropriate for the school setting.
- Assist staff in creating a safe school for all students.
- Exercise proper care when using facilities and equipment.
- Complete all courses satisfactorily while maintaining academic honesty.
- If enrolled at HCCS, attend class every day and every period.
- If enrolled at CICA, complete coursework regularly to meet attendance requirements.
- Assume financial responsibility for any and all damages to facilities, equipment, and personal property.

HCCTS has an exemption to be able to serve adults 22 years of age or older, as long as they are served exclusively in partnership with the Workforce Innovation and Opportunities Act (WIOA), also known as WIA, per Education Code §§ 47612.1 and 47605.1(g).

Attendance Requirements

Daily school attendance at HCCS is critical for students. In our classroom-based program, students are expected to be in school daily and stay for the entire time of your program of study. Regular, punctual attendance is necessary for students to make progress towards learning goals and graduation.

Students who accrue excessive unexcused absences may be subject to involuntary removal pursuant Involuntary Removal Procedures located in **Appendix A: Annual Notifications.**

Students attending Independent Study through California Innovative Career Academy (CICA) must follow the policies and procedures of the independent study program to receive attendance credit. Students enrolled in a non-classroom-based program shall be subject to an evaluation to determine whether it is in the best interests of the student to remain in independent study upon the following trigger:

When the student fails to complete three (3) assignments in any given twenty (20) school day period.

If it is determined per this evaluation that it is not in the student's best interest to remain in independent study, the student may be involuntarily removed pursuant to the Involuntary Removal Procedures located in Appendix A: Annual Notifications.

For more information, please contact the school for specific program requirements.

Progress Requires Commitment - Commitment Requires Attendance

Leave of Absence

Students will communicate with HCCTS' counselors and/or the assigned enrollment team if the student needs to leave school for a period of time that exceeds ten consecutive school days.

General Complaints

Any student with a complaint who feels they have been treated unfairly has the right to be heard fairly and promptly. The uniform complaint procedure is a formal process used to assure fair and unbiased resolution for conflicts.

If you have a grievance that you wish to have addressed, the uniform complaint procedure provides due process in such matters.

If you have a grievance, please complete the process by doing the following:

1. You should generally try to resolve the issue informally with those involved.
2. If you cannot resolve the issue directly with those involved or feel you would be in some form of danger for attempting to do so, you should then talk with the school administration. If your site does not have school administration available, you can call 916.844.2283 to find the name and contact information of the school administration in charge of the site.
3. If, after contacting school administration, you do not feel the issue has been adequately addressed, you may submit a written grievance (one or more paragraphs) to the Executive Director or designee. All parties involved in allegations will be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made. All written complaints will be kept on file and will be available for an accrediting body to review. HCCTS will work to ensure that due process is followed to resolve the complaint.
4. If, after submitting a written grievance, you do not feel the issue has been adequately addressed, you may request time at a HCCTS board meeting to have an agenda item for the issue. Depending upon the nature of the issue and appropriate laws, this may be heard in either open session or closed session. Please note, you always have the right to attend any board meeting of the school and share your issue during the public comment section of the agenda that is used for non-agenda items.
5. Please know, according to the Brown Act, board members cannot generally respond to public comments that have not formally been placed on the agenda.
6. If, after having your grievance heard by the board and any actions taken by the board, you do not feel the issue has been adequately addressed, you may write to any accrediting and oversight bodies that oversee the

school. These bodies generally require that the full grievance process has been completed within the school before they will accept a written grievance.

INSTRUCTIONAL PROGRAM

Graduation Requirements

Progress towards graduation shall be met by student's successful mastery of subject material and skills in required courses. To graduate and earn a diploma from HCCTS, students must complete the following course requirements listed below as required by the California Department of Education.

CREDITS NEEDED TO GRADUATE

SUBJECT AREA	CREDITS
English	30
Math	20
World History	10
U.S. History	10
Economics	5
American Government	5
Life Science	10
Physical Science	10
Career Technical Education, World Language, or Visual Performing Arts	10
Electives	70
Total	**180**

Career Technical Education (CTE Programs)

HCCTS offers a number of Career Technical Education (CTE) programs that once completed and combined with a student's high school diploma will assist you in securing a livable-wage job. All CTE programs require students to actively work towards their high school diploma.

Academic Honesty

HCCTS' Board of Directors believes that academic honesty and personal integrity are fundamental components of your education and character development. The Board expects that you will not cheat, lie, plagiarize, or commit other acts of academic dishonesty.

The Executive Director, or designee, may establish a committee composed of students, staff, administrators, and members of the public to develop standards of academic honesty, measures of preventing dishonesty, and specific consequences for acts of dishonesty.

If you are found to have committed an act of academic dishonesty, you will be subject to discipline.

Academic Expectations

Students are required to make satisfactory academic progress. In order to maintain satisfactory academic progress, students must:

- Maintain a "C" (2.0) grade point average (GPA)
- Make progress towards your high school diploma

RESOURCES FOR STUDENTS

The Center for Workforce Solutions

Recognizing that students' needs are unique leading up to and/or after graduation, the Center for Workforce Solutions offers a variety of services tailored to student's lives. The center focuses on assisting students with job/career development and offers support with:

- Resume Writing
- Employment Application Assistance
- Identifying Job Opportunities
- Interview Preparation

Bus Pass Program

HCCTS offers free daily bus passes to assist students with daily transportation in order to support daily attendance. All actively enrolled students have access to physical bus passes that can be requested from each of the HCCTS' campuses. Availability and specific rules of the physical bus pass program may differ between campuses.

Students must attend school regularly and show consistent academic progress to continue in the HCCTS bus pass program. Physical bus passes are given out daily after the completion of your school day. Please note that replacement passes are not provided for missed school days.

Appropriate disciplinary action, including suspension of digital transit pass/physical bus pass privileges may result for students found to misuse HCCTS' bus pass program.

Counseling Services

HCCTS has a staff of well-trained, compassionate school counselors available to support each and every student. HCCTS counselors not only handle academic issues, such as class and schedule assignments or guidance regarding academic progress and graduation, but also serve as a resource for mental health concerns, conflict mediation, career counseling and resources to other community support. Resources to assist with food, housing, and clothing are also available.

STUDENT RESPONSIBILITIES

Student Dress Code

- Clothing should be neat, clean, and appropriate
- Shoes/Footwear must be worn at all times
- Personal cleanliness should be maintained at all times

Tops (i.e.: shirts, sweaters, sweatshirts, dresses, etc.): No tops may be sheer or expose undergarments. No strapless, racer-back, or off the shoulder tops. No shirts may be worn that expose bare midriff.

Bottoms (i.e.: pants, leggings, skirts, shorts, dresses, etc.): Bottoms must be worn above the hip and underwear should not be visible. Belts must be worn with bottoms that are too big to fit securely around the student's waist. All bottoms must be fingertip length or four (4) inches above the knee without leggings or stockings.

No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or insignia which is:

1) gang related;
2) presents a safety hazard to the wearer or others;
3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling;
4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health;
5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or
6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

Religious beliefs, medical requirements, or other reasons may be considered for an exception to a specific portion of the dress code policy. Please contact school administration for further information.

Responsible Use Commitment: Internet/Computer Technology and Networks

School issued phones/computers, internet use, and access are considered a school resource and privilege. It is the expectation that you will use the phone/computer/internet in a responsible way. Students have no reasonable

expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary. Misuse of the internet may result in disciplinary action, including written warnings, withdrawal of access privileges, and in some cases, suspension or expulsion. HCCTS also reserves the right to report any illegal activities to the appropriate authorities.

HCCTS believes that providing access to technology enhances the educational experience for students. However, student use of computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. Security. Students shall not impair the security of technology resources. Students are expected to:
2. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
3. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
4. Authorized Use. Students may use technology resources when directed by a teacher, when technology has been designated for open student use and for other educational purposes.
5. Protection Measures. While HCCTS is able to exercise reasonable control over content created and purchased by HCCTS, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither HCCTS nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student agrees not to hold HCCTS or any of its staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless HCCTS, staff, employees, officers, directors and volunteers for any damages or costs incurred.

6. Inappropriate Use. Technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to technology primarily for educational purposes. Students shall not use HCCTS technology or equipment for activities that violate HCCTS policy or local law. These include but are not limited to:
7. Playing games or online gaming.
8. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
9. Installing software on HCCTS equipment without the permission of a teacher or other authorized staff.
10. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
11. Conducting any activity that is in violation of HCCTS policy, the student code of conduct or local, state or federal law.
12. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
13. Conducting for-profit business.
14. Using hacking tools on the network or intentionally introducing malicious code or viruses into the HCCTS network.
15. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
16. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
17. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
18. No Expectation of Privacy. Students acknowledge that computer equipment, internet access networks, email accounts, and any other technology resources are owned by HCCTS and provided to students for educational purposes. HCCTS may require staff to monitor and supervise all access to computer equipment, internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. HCCTS reserves the right to access stored computer records and communications, files, and other data stored on HCCTS equipment or sent over HCCTS networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of HCCTS equipment at the end of the school year/term or agreed upon use period; and review of individual files or

monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

19. Disruptive Activity. Students should not intentionally interfere with the performance of the HCCTS network or intentionally damage any technology resources.
20. Unauthorized Networks. Students may not create unauthorized wireless networks to access the HCCTS network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
21. Consequences of Inappropriate Use. Students who violate this agreement will be subject to discipline, which may include loss of access to HCCTS technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws
22. Technology Systems/Equipment Care. Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

Harassment/Bullying

The HCCTS' Board of Directors tolerate zero acts of harassment or bullying. Harassment and bullying behavior will result in disciplinary action, including written warnings and in some cases, suspension or expulsion.

What is Harassment?

"Harassment" is behavior that intentionally harasses, threatens, or intimidates a student, group of students, school personnel, or the school itself that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of either school personnel or students by creating an intimidating or hostile educational environment.

What is Bullying?

"Bullying" is any severe or pervasive physical or verbal act or conduct, including acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students, school personnel, visitors, board members and partners. Bullying includes, but is not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image,

or a post on a media by means of an electronic device, including, but not limited to, a telephone, cell phone, or other wireless communication device, or computer) directed specifically toward a student or school personnel.

Mandated Reporting

All teachers, staff, and school administration are mandated reporters and are therefore required to file a report with Child Protective Services (CPS) if they have knowledge of or observe a child who the reporter knows or reasonably suspects has been the victim of child abuse or neglect. In addition, teachers, staff, and school administrators are also required to file a report with Adult Protective Services (APS) if they suspect abuse of an elder (65 + years or older) or dependent adult (18+ years or older) is occurring. According to the California Courts, a dependent adult is someone aged 18-64 who has a mental or physical limitation that limits their ability to carry out normal activities or protect their own rights, regardless of whether they live independently or not.

Weapons and Dangerous Instruments

Students are not allowed to possess, use, or distribute weapons, dangerous objects, or destructive devices of no reasonable use to the student (as determined by Administration) at any HCCTS locations, or at school related or school sponsored activities away from school. This includes imitation firearms. Violation of this policy may result in immediate suspension, expulsion, and/or involvement with law enforcement officials.

Under the power granted to HCCTS to maintain order and discipline in the school and to protect the safety of the students, staff, and the public, school employees are authorized to confiscate weapons, dangerous/destructive objects or devices, and imitation firearms from any person on school grounds.

School administration must notify law enforcement authorities whenever deemed necessary to preserve the safety of students and staff or when required by law. If an HCCTS employee knows that a student possesses any prohibited items, they shall immediately notify school administration, who shall take appropriate action.

When informing school administration about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any lawful search or

seizure based on reasonable suspicion or wrongdoing or possession of a prohibited item.

Possession of Pepper Spray

Students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at any school activities.

Reporting of Dangerous Objects

HCCTS encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school administration. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

Vandalism, Theft, and Graffiti

Any HCCTS' student who commits an act of vandalism may face disciplinary action by HCCTS and also may be prosecuted through other legal means. If reparation of damages is not made, HCCTS also may withhold the student's grades, diploma, and/or transcripts in accordance with the law. Vandalism includes the negligent, willful, or unlawful damaging or theft of any school-owned real or personal property, including the writing of graffiti.

Student Discipline Procedures

HCCTS' staff will enforce disciplinary rules and procedures fairly and consistently. Discipline may include the counseling of students, conferencing with administrators, suspension, and expulsion.

When unacceptable behavior occurs, the following steps may be taken:

1. For minor incidents, staff will provide opportunities for re-direction and a chance to "try again"

2. Repeated offenses may initiate a progressive system of consequences, up to and including conferences with school administration and/or suspension and expulsion

3. Serious incidents may lead to an immediate referral for suspension or expulsion. A serious incident may include but are not limited to, the following:

a. Possession of a weapon or dangerous object
b. Causing physical injury to another person
c. Furnishing and/or sale of a controlled substance
d. Robbery
e. Extortion
f. Sexual Assault
g. Battery

Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

- While on school grounds including going to or coming from school.
- During the lunch period, whether on or off the school campus.
- Going to, during, or coming from a school-sponsored activity including participating in a virtual school-sponsored activity.

When the Pupil Suspension and Expulsion Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. The full policy and procedure are available in the office of school administration. HCCTS' staff shall enforce disciplinary rules and procedures fairly and consistently among all students.

Students may be suspended and/or expelled if they commit any of the offenses enumerated within HCCTS' Suspension and Expulsion Policy. A suspension can last from one to five days, unless extended pursuant to a recommendation for expulsion. During a suspension, students have the right to complete and receive credit for their regular school work.

If expulsion is recommended, the student is entitled to a hearing adjudicated by a neutral officer or entity (e.g. the Board or an Administrative Panel on behalf of the Board) to determine whether the student should be expelled. The HCCTS Board shall make the final decision to expel a student.

Suspended or expelled students shall be excluded from all school and school-related activities, including graduation, proms, etc., unless otherwise agreed during the period of suspension or expulsion.

A copy of the complete Suspension and Expulsion Policy is available upon request.

APPENDIX A: ANNUAL NOTIFICATIONS

Availability of Prospectus

Upon request, the HCCTS will make available to any student, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, HCCTS may charge for the prospectus in an amount not to exceed the cost of duplication.

Campus Search and Seizure

HCCTS recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or HCCTS rules and regulations, jeopardizes the health, safety and welfare of students and HCCTS employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, HCCTS has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

Student lockers are school property and remain at all times under the control of HCCTS. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials. The acceptance and use of locker facilities on school campuses by any student shall constitute consent by the student to the search of such locker facilities by authorized school personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement through the use of trained dogs.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An

emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If HCCTS has a good faith belief that the device is lost, stolen, or abandoned, HCCTS may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

HCCTS is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of HCCTS rules or regulations.

Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances. Synthetic drugs include but are not limited to synthetic cannabinoids ("synthetic marijuana," "Spice," "K2"), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health ("CDPH") has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

Additional information regarding fentanyl from the CDPH's Substance and Addiction Prevention Branch can be found here.

Information Regarding Financial Aid

HCCTS shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or 2) the California Dream Act Application as appropriate, at least once before the student enters 12th grade. HCCTS will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

The FAFSA form and information regarding the FAFSA are available at:
https://studentaid.gov/h/apply-for-aid/fafsa
The California Dream Act Application and information regarding the California Dream Act is available at:
https://www.csac.ca.gov/post/resources-california-dream-act-applica tion

Involuntary Removal Process

No student shall be involuntarily removed by HCCTS for any reason unless the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with HCCTS'expulsion procedures. If the student requests a hearing, the student shall remain enrolled and shall not be removed until HCCTS issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to HCCTS' suspension and expulsion policy.

Upon a student's request for a hearing, HCCTS will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student, and shall include a copy of HCCTS' expulsion hearing process.

If the student is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the student requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

If, as a result of the hearing, the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent HCCTS from making a similar recommendation in the future should student truancy continue or reoccur.

Lost or Damaged School Property

If a student willfully damages HCCTS' property or the personal property of a HCCTS employee, or fails to return computer/tablet or other HCCTS property that has been loaned to the student, the student is liable for all damages caused by the student's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the student in writing of the student's alleged misconduct and affording the student due process, HCCTS may withhold the student's grades, transcripts, and diploma until the damages have been paid.

Mental Health Services

HCCTS recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at HCCTS and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

<u>Available on Campus:</u>

School-based counseling services – You are encouraged to directly contact a HCCTS counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can

also be reached at 916.844.2283. Our HCCTS counselors support students whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our HCCTS or by an outside provider listed herein, are voluntary.

Available in the Community:

- Turning Point Community Programs
  Sacramento Mental Health Urgent Care Clinic (MHUCC) Phone: 916.520.2460
  Address: 2130 Stockton Blvd, #300, Sacramento, CA 95817
- La Familia Counseling Center, Inc. Phone: 916.452.3601
  Address: 5523 34th Street, Sacramento, CA 95828

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis
  resources. Available 24 hours at 1.800.273.8255.
- Substance Abuse and Mental Health Services Administration (SAMHSA) - This organization provides treatment referral and information service (in English and Spanish) for individuals and families facing mental and/or substance use disorders. Available 24 hours at 1.800.662.4357.

Nondiscrimination Statement

HCCTS does not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

HCCTS Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book that includes a study of the role and contributions of Native Americans, African Americans, Latinx Americans, Asian Americans, Pacific Islanders, European

Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

HCCTS adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

HCCTS does not discourage students from enrolling or seeking to enroll in HCCTS for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless, economic disadvantage, nationality, race, ethnicity, or sexual orientation. HCCTS shall not encourage a student currently attending HCCTS to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with HCCTS' charter and relevant policies. HCCTS does not request nor require student records prior to a student's enrollment.

HCCTS is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability).

HCCTS also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

HCCTS does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which HCCTS does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender.

Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), HCCTS

provides equal access to free public education, regardless of a student's immigration status or religious beliefs. The complete Guidance, including Appendix G – Know Your Rights can be reviewed via the following link:
https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf

HCCTS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to HCCTS Uniform Complaint Procedures ("UCP") Compliance Officer:

Stephen Ramazzini
Compliance Officer
stephen.ramazzini@hccts.org
1333 Grand Avenue, Sacramento, CA 95838

The lack of English language skills will not be a barrier to admission or participation in HCCTS' programs or activities. HCCTS prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Pregnant and Parenting Students

HCCTS recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. HCCTS will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or

parenting student may remain enrolled for a fifth year of instruction in HCCTS if it is necessary in order for the student to be able to complete any graduation requirements, unless HCCTS determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of HCCTS. The complaint may be filed in writing with the compliance officer:

Stephen Ramazzini
Compliance Officer
stephen.ramazzini@hccts.org
1333 Grand Avenue, Sacramento, CA 95838

A copy of the UCP is available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

Safe Storage of Firearms

The purpose of this notice is to inform and to remind students at HCCTS of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of students bringing firearms to school. In many instances, the student obtained the firearm(s) from their home. **These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.**

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian,

and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

Section 504

HCCTS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of HCCTS. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by HCCTS. Any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Director of Student Services. A copy of HCCTS' Section 504 policies and procedures is available upon request at the main office.

Student Records, including Records Challenges and Directory Information

The Family Educational Rights and Privacy Act ("FERPA") affords students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 5 business days after the day the HCCTS receives a request for access. Eligible students should submit to the HCCTS' Executive Director or designee a written request that identifies the records they wish to inspect. HCCTS' officials will make arrangements for access and notify the or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Eligible students who wish to ask HCCTS to amend a record should write to the HCCTS' Executive Director or designee, clearly identify the part of the record they want changed and specify why it should be changed. If HCCTS decides not to amend the record as requested by an eligible student, HCCTS will notify the eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the or eligible student when notified of the right to a hearing. If HCCTS decides to amend the record as requested by the eligible student, the Executive Director must order the correction or the removal and destruction of the information and inform the eligible student of the amendment in writing.

3. The right to provide written consent before HCCTS discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to HCCTS officials with legitimate educational interests. A HCCTS official is a person employed by HCCTS as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the HCCTS' Board of Directors. A

HCCTS official also may include a volunteer, consultant, vendor, or contractor outside of HCCTS who performs an institutional service or function for which HCCTS would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a student or other volunteer assisting another HCCTS official in performing their tasks. A HCCTS official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, HCCTS discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that HCCTS will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by HCCTS to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW Washington, DC 20202

5. The right to request that HCCTS not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written consent from the eligible student.

FERPA permits the disclosure of PII from a student's education records, without consent of the eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to HCCTS officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to eligible students, §99.32 of the FERPA regulations requires HCCTS to record the disclosure. Eligible students have a right to inspect and review the record of disclosures. HCCTS may disclose PII from the education records of a student

without obtaining prior written consent of the eligible student to the following parties:

1. HCCTS officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, HCCTS will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. HCCTS will make a reasonable attempt to notify the eligible student of the request for records at the eligible student's last known address, unless the disclosure is initiated by the eligible student. Additionally, HCCTS will give the eligible student, upon request, a copy of the record that was disclosed and give the eligible student, upon request, an opportunity for a hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions.
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for HCCTS in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the eligible student of the order or subpoena in advance of compliance, so that the eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a

caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by HCCTS for students, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or

12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by HCCTS with respect to that alleged crime or offense. HCCTS discloses the final results of the disciplinary proceeding regardless of whether HCCTS concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. HCCTS may disclose the personally identifiable information that it has designated as directory information without an eligible student's prior written consent. HCCTS has designated the following information as directory information:

1. Student's name
2. Student's address
3. Telephone listing
4. Student's electronic mail address
5. Photograph/video
6. Dates of attendance
7. Grade level
8. The most recent educational agency or institution attended
9. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want HCCTS to disclose directory information from your education records without your prior written consent, you must notify HCCTS in writing at the time of enrollment or re-enrollment.

Please notify the Executive Director at jonathan.raymond@hccts.org. A copy of the complete Policy is available upon request at the main office.

Please note that data collected and reported by HCCTS to the California Longitudinal Pupil Achievement Data System ("CALPADS"1) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"2) and will:

1) Be used to provide pupils and families with direct access to online tools and resources.
2) Enable a pupil to transmit information shared with the CCGI to both of the following:
    a) Postsecondary educational institutions for purposes of admissions and academic placement.
    b) The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Please visit the CCGI website at CaliforniaColleges.edu to access resources that help students and their families learn about college admissions requirements.

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1 CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

2 CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE")

Uniform Complaint Procedure ("UCP")

HCCTS is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. HCCTS shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any HCCTS program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

    - Accommodations for Pregnant, Parenting or Lactating Students:
    - Adult Education;
    - Career Technical Education;
    - Career Technical Education Training;
    - Child Care and Development Programs;
    - Consolidated Categorical Aid;
    - Every Student Succeeds Act;
    - Migrant Education Programs;
    - Regional Occupational Centers and Programs;
    - School Safety Plans.

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:
    - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an

extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a student is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to student fees may be filed with the Executive Director or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If HCCTS adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Stephen Ramazzini
Compliance Officer
stephen.ramazzini@hccts.org
1333 Grand Avenue, Sacramento, CA 95838

Only complaints regarding pupil fees, LCAP, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation

is the date on which HCCTS' Board of Directors approved the LCAP or the annual update was adopted by HCCTS.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and HCCTS UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from HCCTS' receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal HCCTS' Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of HCCTS' written Decision, except if HCCTS has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with HCCTS, a copy of HCCTS' Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. HCCTS failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, HCCTS' Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in HCCTS' Decision are not supported by substantial evidence.
4. The legal conclusion in HCCTS' Decision is inconsistent with the law.
5. In a case in which HCCTS' Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals HCCTS' Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain

the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by HCCTS. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If HCCTS finds merit in a UCP complaint, or the CDE finds merit in an appeal, HCCTS shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student as applicable.

A complainant may pursue available civil law remedies outside of HCCTS' complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if HCCTS has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

Workplace Readiness Week

The week of each year that includes April 28 shall be known as "Workplace Readiness Week." All public high schools, including charter schools, shall annually observe that week by providing information to students on their rights as workers.

APPENDIX B: COMPLETE POLICIES

Title IX Policy Prohibiting Discrimination On The Basis Of Sex

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of Highlands Community Charter and Technical Schools ("HCCTS") to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

HCCTS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 et seq.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.3 HCCTS will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in HCCTS' education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school owned technology, whether perpetrated by a student, employee, volunteer, independent contractor or other person with whom HCCTS does business.
Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to the HCCTS Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

3 HCCTS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

Definitions

Prohibited Sex Discrimination
Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by HCCTS. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment
Under Title IX, "sex-based harassment" means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by HCCTS to provide an aid, benefit, or service under HCCTS' education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from HCCTS' education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

    - The degree to which the conduct affected the complainant's ability to access HCCTS' education program or activity;
    - The type, frequency, and duration of the conduct;
    - The parties' ages, roles within HCCTS' education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    - The location of the conduct and the context in which the conduct occurred; and
    - Other sex-based harassment in HCCTS' education program or activity.

- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- Dating violence, meaning violence committed by a person:
- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship;
    - The type of relationship; and
    - The frequency of interaction between the persons involved in the relationship.
- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
    - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
    - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
    - Fear for the person's safety or the safety of others; or
    - Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the

individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through HCCTS.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults.
    - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
    - Sexually oriented or sex-based gestures, notices, epithets, slurs,remarks, jokes, or comments about a person's sexuality or sexual experience.
    - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
    - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
    - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
    - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually

revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in HCCTS' education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) Authorized legal representative with the legal right to act on behalf of a complainant; or (2) HCCTS' Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in HCCTS' education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to HCCTS that objectively can be understood as a request for HCCTS to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of HCCTS whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom HCCTS has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated HCCTS's prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge

to a party to (1) restore or preserve that party's access to HCCTS' education program or activity, including measures that are designed to protect the safety of the parties or HCCTS' educational environment; or (2) provide support during HCCTS' grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of HCCTS ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Christina Martinez, Director of CTE, Workforce & Adult Ed.
1333 Grand Avenue, Sacramento, CA 95838
christina.martinez@hccts.org
Phone: 916-844-2283

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Shaina Miranda, Executive Assistant
1333 Grand Avenue, Sacramento, CA 95838
shaina.miranda@hccts.org
916-844-2283

The Coordinator is responsible for coordinating HCCTS' efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decision maker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure HCCTS' consistent compliance with Title IX.

Reporting Sex Discrimination
All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Principal, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. HCCTS will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy
HCCTS acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation
HCCTS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy.

Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes HCCTS from requiring an employee or other person authorized by HCCTS to provide aid, benefit, or service under HCCTS' education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees

Contact information for the confidential employees at HCCTS, if any, can be found on the HCCTS website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to

Information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether HCCTS could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents HCCTS from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within HCCTS's education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or HCCTS' educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact Jonathan Raymond who is

impartial employee or who may designate such an employee, to seek modification or reversal of HCCTS' decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

Jonathan Raymond, Executive Director
1333 Grand Avenue, Sacramento, CA 95838

jonathan.raymond@hccts.org
916.844.2283

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's 504 Plan Team, if any, in the implementation of supportive measures for that student.

Informal Resolution
At any time prior to determining whether sex discrimination occurred under HCCTS' Title IX grievance procedures, HCCTS may offer an informal resolution process to the parties. HCCTS does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex based harassment of a student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal
- resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- What information is retained and whether and how it may be disclosed by HCCTS for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. HCCTS will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decision maker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

HCCTS has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in HCCTS' education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

HCCTS requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

HCCTS will treat complainants and respondents equitably. HCCTS presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

HCCTS may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

HCCTS allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

HCCTS will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

HCCTS will objectively evaluate all evidence that is relevant and not otherwise impermissible – including both inculpatory and exculpatory evidence.4 Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

Dismissal

In most cases, HCCTS will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

4 Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

HCCTS may dismiss a complaint if:

- HCCTS is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in HCCTS' education program or activity and is not employed by HCCTS;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and HCCTS determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- HCCTS determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, HCCTS will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable HCCTS policy.

Appeal of a Dismissal
If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decision maker for the appeal, and the parties' right to submit a statement to the decision maker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decision maker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decision maker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations
Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- HCCTS' grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to HCCTS;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if HCCTS provides a description of the evidence, the parties are entitled to an equal opportunity to access to the
  relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

HCCTS may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with HCCTS' policies.

HCCTS may remove a respondent from HCCTS' education program or activity on an emergency basis, in accordance with HCCTS' policies, provided that HCCTS undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. HCCTS has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by HCCTS to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless HCCTS obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual

conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

HCCTS will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker may interview parties and witnesses to adequately assess a party's or witness' credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility

Should a party find HCCTS' determination unsatisfactory, the party may, within five (5) business days of notice of HCCTS' determination, submit a written appeal to the Executive Director, who will serve as the decision-maker for the appeal or designate a decisionmaker for the appeal. The decision-maker for the appeal must not have taken part in the investigation of the allegations.

The decision-maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from HCCTS or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by HCCTS including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within HCCTS's education program or activity.

No party, witness, or other person participating in HCCTS' grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on HCCTS's determination whether sex discrimination occurred.

Recordkeeping
HCCTS will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions HCCTS took to meet its obligations under 34 C.F.R. § 106.44.

- All materials used to provide required Title IX training. HCCTS will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

Professional Boundaries: Staff/Student Interaction Policy
HCCTS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment
Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students

certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct
When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, they must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors
The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

a) Giving gifts to an individual student that are of a personal and intimate nature.
b) Kissing of any kind.
c) Any type of unnecessary physical contact with a student in a private situation.
d) Intentionally being alone with a student away from the school.
e) Making or participating in sexually inappropriate comments.
f) Sexual jokes.
g) Seeking emotional involvement with a student for your benefit.
h) Listening to or telling stories that are sexually oriented.
i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Supervisor Permission
(These behaviors should only be exercised when a staff member has supervisor permission.)

a) Giving students a ride to/from school or school activities.
b) Being alone in a room with a student at school with the door closed.
c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence).

a) Remarks about the physical attributes or development of anyone.
b) Excessive attention toward a particular student.
c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

a) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
b) Keeping the door open when alone with a student.
c) Keeping reasonable space between you and your students.
d) Stopping and correcting students if they cross your own personal boundaries.
e) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
f) Involving your supervisor if conflict arises with the student.
g) Informing the Principal about situations that have the potential to become more severe.
h) Making detailed notes about an incident that could evolve into a more serious situation later.
i) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
j) Asking another staff member to be present if you will be alone with any type of special needs student.
k) Asking another staff member to be present when you must be alone with a student after regular school hours.
l) Giving students praise and recognition without touching them.
m) Pats on the back, high fives and handshakes are acceptable.
n) Keeping your professional conduct a high priority.

o) Asking yourself if your actions are worth your job and career.

ACKNOWLEDGMENT AND RECEIPT

I have received my copy of the Highlands Community Charter and Technical Schools Student Handbook. I understand that it is my responsibility to read, familiarize myself with, and comply with the policies and procedures in the Student Handbook. I understand that I am expected and encouraged to seek clarification from my counselor or school administration if I have questions regarding anything contained within this handbook.

By signing below, I agree to follow the policies and procedures in the handbook while I am enrolled with Highlands Community Charter and Technical Schools. Failure to sign this form does not preclude students from responsibility or discipline.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENT AND AGREE TO READ THE STUDENT HANDBOOK.

Print Name_____

Signature_____ Date_____

EXHIBIT W

EAAP Request for Summary Review

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

ERIN SIMONITCH ESQ.
SENIOR COUNSEL ▪ ATTORNEY AT LAW
esimonitch@ymclegal.com

JULY 24, 2025

VIA: ELECTRONIC MAIL ONLY
FILING@EAAP.CA.GOV

Mary C. Kelly, CPA
Education Audit Appeals Panel
770 L Street, Suite 1100
Sacramento, CA 95814

Re: Request for Summary Review of Highlands Community Charter School Audit Finding

Dear Ms. Kelly:

Pursuant to Education Code section 41344.1(d)(2),[1] Highlands Community Charter and Technical Schools ("HCCTS" or the "School"), a nonprofit public benefit corporation operating Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") that are authorized by the Twin Rivers Unified School District ("District" or "Authorizing Agency"), submits this request for summary review of the California Department of Education's (the "CDE's" or the "Department's") letter dated June 30, 2025, stating a determination of withholding for past apportionment ("Determination," attached hereto as **Exhibit A**.) The Determination seems to implicitly adopt or incorporate findings ("Audit Findings") contained in State Audit Report 2024-106 (the "State Audit Report" or "Report" attached hereto as **Exhibit B**).

HISTORY OF STATE AUDIT REPORT

The State Audit Report, initiated at the direction of the Joint Legislative Audit Committee, directed the State Auditor ("Auditor") to investigate HCCTS's unique education programs for underserved adult students, including English Learners, immigrants, and students who fell through the cracks during their elementary and high school years in district public schools. (**See Exhibit C.**) The Report goes beyond recommending consequences for allegations of unintentional compliance exceptions. It moves the goalposts for compliance beyond the affirmative obligations and express requirements of law, threatening HCCTS's survival as well as putting undue political pressure on the District, Sacramento County Office of Education ("SCOE") and the CDE. Now, CDE's Determination proposes a massive apportionment adjustment that would prevent HCCS and CICA's ability to operate in the future—denying its student population access to educational opportunities that are offered by no other adult education program in the region. This outcome does not only harm the students or the school –

[1] All statutory references herein are to the California Education Code unless otherwise stated.

even the whistleblowers who filed complaints against the school and started this process sought reform and repeatedly emphasized they did not want to see the school close its doors.

In fact, the State Audit Report itself stated that "We do not recommend that Highlands be fined…" (**Exh. B,** p. 143.)

STATE AUDITOR FAILED TO CONSIDER EXCULPATORY EVIDENCE

HCCTS specifically asserts that the findings contained in the State Audit Report are not supported by substantial evidence and are based on mistakes of law and fact. The State Auditor downloaded the School's entire PowerSchool database of student information and had access to extensive exculpatory evidence relating to its key Audit Findings during its investigation, including board policies, attendance records, efforts to re-engage students who were not present, and records of attendance-based disenrollments of students, yet still claimed HCCTS could not produce evidence to show an attendance requirement. (See **Exh. D & E**.)

In order to enforce its attendance requirement, HCCTS trained employees in the attendance requirement, told students the attendance expectations during enrollment, included its Board policy pertaining to attendance requirements in the student handbook, called and texted students who did not show up, sent push notifications to student's electronic devices threatening to turn off access to devices issued by the School if the students did not return to class, provided counseling and other student services to get students back to class (bus passes, clothing closets, etc.) and then notified students that they would be disenrolled for continued non-attendance. Yet despite all of this, the State Auditor was not convinced that they required students to be present 80 percent or more of the instructional minutes. If all of this effort was not enough to demonstrate that in practice they enforced the attendance requirement, then virtually every public school in the State would lose all their apportionment funding. Most schools do far less than this to enforce *compulsory* attendance, and Highlands students are not even subject to compulsory attendance as adults.

The Auditor based its zero-ADA recommendation for these school years on the conclusion that attendance was not *in practice* required by HCCS, even though HCCTS's records demonstrate that attendance was required by Board policy, mandatory, and enforced. (See, e.g., **Exh. D through O.**) HCCTS therefore complied with the requirements of the law. HCCTS requests that EAAP reduce the penalty based on the fact that the School can demonstrate that it met the requirements to claim average daily attendance ("ADA").

SUBSTANTIAL COMPLIANCE ACHIEVED

In the alternative, even if EAAP agreed with the State Auditor's unreasonable and legally unsubstantiated standard, EAAP's authorizing statutes specify that if HCCTS has satisfied the conditions of substantial compliance set forth in section 41344.1, subdivision (d)(3), EAAP should accordingly waive or reduce the $178,965,128 penalty associated with Finding 2024-106, on the condition of written approval from the Department of Finance and the Superintendent of Public Instruction. HCCTS therefore requests that the Educational Audit Appeals Panel ("EAAP") waive the adjustment to HCCTS's prior apportionment funding based on a showing of substantial compliance and no further need for remedial action.

GROUNDS FOR SUBMITTAL FOR ADMINISTRATIVE REVIEW

HCCTS submits this request on the following grounds:

(1) CDE's letter does not meet administrative due process standards because it does not provide adequate notice or substantial evidence to support the penalty imposed, and because the agency did not expressly adopt any findings in the State Audit, identify the specific findings on which it based its determination that HCCTS did not meet funding conditions, make any specific findings of its own, provide HCCTS an opportunity for a written response, or consider the extensive remedial actions already taken or planned by HCCTS.

(2) HCCTS can demonstrate good faith and substantial compliance with extensive documentation of attendance tracking during the 2022-2023 and 2023-2024 school years along with logs showing consistent accountability and enforcement measures for students with poor attendance, as well as remedial compliance actions taken going forward for any inadvertent noncompliance.

(3) The Determination seems based entirely on the findings and conclusions of the State Audit Report, which did not consider substantial controverting evidence provided by HCCTS.

(4) The State Audit Report's findings that HCCTS did not meet credentialing standards for in-classroom instruction does not accurately reflect legal requirements, because California law does not prohibit individuals with an Adult Education Teaching Credential from teaching classes organized primarily for adults, regardless of whether or not those classes take place at a K-12 charter school.

The State Supreme Court has enshrined equal access to education in California is a fundamental right under the state Constitution for over 50 years, and inequitable enforcement of attendance requirements for schools serving exclusively older, economically disadvantaged students would violate the Equal Protection clause of the California Constitution. (See, e.g., *Serrano v. Priest* (1971) 5 Cal.3d 584, 605 [holding that discrimination in educational access based on socioeconomic status is subject to strict scrutiny]; *Crawford v. Board of Education* (1976) 17 Cal.3d 280; *Serrano v. Priest* (1976) 18 Cal.3d 728, 768; *Butt v. State of California* (1992) 4 Cal.4th 668, 683; *Shaw v. Los Angeles Unified School District* (2023) 95 Cal.App.5th 740, 766.)

PROCEDURAL FLAWS

This is no ordinary request for an administrative review. The Determination seeks to impose a $178,965,128 penalty, which we believe to be the largest ever imposed on a charter school in state history. When the government seeks to impose such a high penalty, courts will look closely at whether both substantive and procedural due process was properly afforded to the School. For this reason, HCCTS also seeks a decision from the Education Audit Appeals Panel ("EAAP") on a number of crucial procedural issues including jurisdictional authority, due process concerns, and scope of agency discretion, as follows:

(1) While the CDE's Determination states that HCCTS may appeal the State Audit Report's determination by petition to EAAP, HCCTS requests that EAAP make a preliminary finding as to its jurisdiction over this matter under Education Code section 41344(a), based on the fact that the State Auditor and State Audit Report have no authority to require repayment and indeed the State Auditor expressly recommended that CDE review the matter, investigate, and make a determination based on its own findings. CDE has not followed the State Auditor's recommendation guidance, and it does not appear that there is any statutory authority for the CDE to adopt another agency's findings as its own with no investigation, no notice and no opportunity for the affected party to be heard. We believe that the CDE has not performed the necessary procedural steps prior to telling the School that it should see EAAP if it wishes to dispute the State Auditor's findings.

(2) Likewise, HCCTS requests that EAAP make a second preliminary finding as to CDE's statutory authority to withhold past apportionments, because Education Code section 41344 provides for withholding if an audit exception in a particular year requires a repayment based on express conditions of apportionment, but no statutory authority exists for withholding *multiple* years' apportionment without clear findings and determination of the appropriate withholding amount by the State Controller.

(3) HCCTS further respectfully submits its concern that an unacceptable probability of bias exists in the EAAP's review process because its voting membership includes two members who may be biased. First, the CDE Superintendent who signed the Determination appointed one of the EAAP members. Further, the School is informed that a second agency (FCMAT) which appoints another member of the three voting EAAP representatives was consulted during the state audit process by the State Auditor. Further, the School is informed that FCMAT has been advising the Assembly Education Committee staff on pending legislation (Assembly Bill 84) that would be harmful to HCCTS in relation to topics covered in the State Auditor's Findings.[2] The State Audit Report specifically discusses a prior report by FCMAT relating to the school and asserts that the prior FCMAT report relates to many of the same topics. This brings into question whether HCCTS can receive a fair hearing before unbiased decisionmakers, a key element of procedural due process.

(4) Finally, HCCTS submits for the panel's consideration that even if CDE has the authority to require repayment, made sufficient findings of fact, and gave adequate notice of the affirmative conditions, the penalty is unlawful as a matter of equity because HCCTS reasonably relied on the agency's prior conduct in failing to object to the manner in which HCCTS was operating since the School began serving students on July 1, 2024. HCCTS also

[2] See e.g. Testimony of Mike Fine, FCMAT Executive Director, in support of Assembly Bill ("AB") 84 at July 16, 2025 Hearing before Senate Standing Committee of Education transcript available at https://calmatters.digitaldemocracy.org/hearings/270234, retrieved on July 24, 2025. AB 84 is sponsored and championed by Assemblymember Maratsuchi, one of the signatories on the request from the Legislature that triggered the State Audit Report. In his testimony, Mr. Fine states that charter schools are involved in "fraud and wrongdoing…growing in dollar amount." Importantly, CDE and Sacramento County Office of Education noted in their State Audit Report, and the Report acknowledged, that FCMAT did not make a determination that fraudulent conduct occurred at HCCTS, nor did the State Auditor itself make a finding that noncompliance by HCCTS was intentional or fraudulent.

> reasonably relied on the findings of independent auditors contained on a list of State Controller-approved independent auditors, which did not raise concerns similar to those in the State Audit. The state cannot on one hand insist that HCCTS hire an auditor off a list of auditors that it has vetted and then on the other hand hold the School at fault when an approved auditor fails to identify a compliance issue.

Over the years of its operation, the school has relied on regulatory guidance from CDE, including attendance requirements flagged by the State Auditor. (See **Exh. P & Q**.) The CDE knew of HCCTS's unique position as an adult school serving students who sought a K-12 education because the School's charter was filed with CDE upon approval by the District, CDE had ten years to review HCCTS's unique model for reaching an adult student population to whom mandatory attendance does not apply, and certified its funding year after year without notifying HCCTS of additional compliance conditions, even after requesting substantial documentation of HCCTS's policies on these and other issues mentioned in the State Audit Report.

CDE's unsupported Determination of withholding funds now poses an existential threat to HCCTS and its adult student population, notwithstanding HCCTS's documented compliance with previous requirements imposed by oversight agencies. This threat comes despite HCCTS's compliance with all of the State Auditor's recommendations (even those that the State Auditor acknowledged are just best practices rather than legally required) and current efforts to comply with the Auditor's interpretation of the relevant laws and regulations impacting apportionment (even those the School thinks are unsupported by law). These measures include new Board and administrative leadership, staffing changes, meeting new credentialing requirements, tracking attendance each class period, a pending material revision of their charter, plans for an updated curriculum, adopting dozens of new policies governing nearly every aspect of School operations, and greatly reduced enrollment capacity for classroom-based learning as a result. As recommended by the State Auditor, HCCTS continues to work closely with TRUSD to ensure full compliance and remedial actions.

These procedural flaws give EAAP ample discretion to reverse the penalty calculated by the State Auditor in connection with Finding 2024-106 ($178,965,128). Since it exceeds the maximum set by Education Code section 41344.1, subdivision (d)(3) for EAAP staff to be able to waive the penalty alone, HCCTS hereby requests that EAAP conclude that HCCTS has complied or substantially complied with conditions of apportionment set forth in section 41344.1, subdivision (d)(3) and accordingly waive the $178,965,128 penalty associated with Finding 2024-106, with the written approval from the Department of Finance and the Superintendent of Public Instruction.

I. CDE's Letter Lacks Findings and Statutory Authority Required for Due Process.

HCCTS further requests that EAAP find that the Determination in which CDE seeks repayment of every dollar of apportionment for three years has no basis in an "audit or review" under the meaning of the statute because CDE did not investigate and make its own findings as the State Auditor called upon CDE to do. Moreover, the Determination does not fulfill statutory requirements or provide due process, such as adequate notice of violations found or opportunity to correct violations prior to assessment of a penalty.

The California Supreme Court has held that the requirements of due process extend to administrative adjudications affecting charter schools. (*Today's Fresh Start, Inc. v. Los Angeles County Office of Education* (2013) 57 Cal.4th 197, 214.) Due process requires reasonable notice before governmental action may deprive an individual of a significant property interest. (*Bergeron v. Department of Health Services*, 71 Cal. App. 4th 17, 23.) Adequate notice must give fair notice of conduct forbidden and required; specifically, "[i]n the administrative law context, the failure to give fair notice to a regulated entity of what is forbidden or required justifies vacating the imposed punishment resulting from the alleged violation of a regulation." (*Kerman Telephone Co. v. Public Utilities Com.* (2023) 94 Cal.App.5th 920, 931-932.). "More specifically in the administrative context, the Due Process Clause requires that agencies bringing an enforcement action 'provide,' through written guidance, regulations, or other activity, 'a person of ordinary intelligence fair notice of' what is prohibited or required." (*Id.* at 932, citing *F.C.C. v. Fox Television Stations* (2012) 567 U.S. 239, 253.)

"No matter the type of law an agency is enforcing, regulated parties are always entitled to fair notice of what is prohibited or required before they can be punished for a violation." (*Kerman Telephone Co. v Public Utilities Com., supra* at 94 Cal.App.5th, 932 [holding that failing to provide express notice of what constitutes a violation does not meet due process requirements].) Here, CDE's Determination provides vague and conclusory justifications as a basis for its extraordinary punitive action. **(Exh. A.)** It does not mention whether it in fact found that HCCTS violated any law or indeed what laws or conditions of funding HCCTS failed to satisfy, whether it found HCCTS has failed to address the State Auditor's findings, or any other specific justification. (*Id.*) It also failed to provide clear guidance in the first instance, which could have prevented this issue altogether.

The lack of specific findings or statutory violations to support CDE's action make it difficult to effectively appeal the decision. Without clear findings or legal authority, the Determination effectively denies HCCTS a meaningful opportunity to fully understand, appeal, or remediate compliance issues which the Department has identified as areas of special concern. In other words, CDE's lack of clear findings, omission of any statutory authority for collecting repayment of apportionment based on findings in a State Audit Report, and inadequate notice violate the school's right to procedural due process.

Crucially, HCCTS did not have fair and adequate notice of what was prohibited or required in this situation to avoid a massive penalty prior to receiving CDE's Determination. The statute does not expressly state that schools must prove students remained in class for the full instructional time in order to qualify for apportionment. The findings of the State Audit Report does not provide this notice because it expands in an ex post facto fashion the required conditions of funding beyond the plain and previously understood meaning of statutory requirements that HCCTS "offer" instructional hours and "require" attendance. (**Exh. B,** p. 13.) Indeed, the Auditor seemed to hold HCCTS accountable for a burden of proof beyond a reasonable doubt that ADA attendance matched actual attendance, reaching far beyond the ordinary standards of practice for adult learning or for charter schools in an area lacking clear statutory guidance because of the unique nature of HCCTS's student body. (**Exh. B,** p.18.) For example, the Auditor stated that it based its finding on observations that the school's paper and electronic records did not match—a type of documentary proof not required by any law or

statute—despite acknowledging that the school's electronic attendance satisfied the statutory requirement. (*Id.*)

The CDE's letter likewise provides no guidance to HCCTS as to how it may avoid fatal penalties for past or indeed future compliance requirements. (**Exh. A.**) The letter does not merely omit clear findings of fact—it provides no citation to statutory authority to justify its demand for repayment of prior apportionments. (*Id.*) Nor does it cite any statute or regulations with which HCCTS has failed to comply, let alone what the school must do to achieve full compliance. (*Id.*)

Because the CDE's letter lacks specific findings to support its action, identifies no statutory authority or violations, fails to provide adequate notice of what it requires of HCCTS, and provides no opportunity for corrective action to avoid the massive penalty, its apportionment adjustment does not meet procedural due process requirements for adverse action by an administrative agency. On its face, the lack of adequate notice denies HCCTS an opportunity for a fair appeal. HCCTS therefore requests that EAAP make a determination that the CDE exceeded its authority in this action. HCCTS further requests that EAAP order the agency to investigate, make specific findings of fact, cite the statutory basis for the alleged violations and penalties, and provide HCCTS an opportunity to demonstrate compliance before imposing a penalty, as directed by the State Auditor and required by due process protections.

II. The CDE Exceeded Its Statutory Authority When It Imposed Penalties for Multiple Years of Apportionment Based on Calculations by the State Auditor.

According to the express language of Education Code section 41344, the state can only seek repayment from charter schools when the charter school did not comply with affirmative requirements upon which apportionment was expressly conditioned. This limitation is made even clearer in connection with the calculation of the amount to be withheld, and the specific mechanism by which the withholding is to be effected:

> "The Controller shall withhold the disallowed or penalty amount at the next principal apportionment ... **In calculating a disallowed amount, the Controller shall determine the total amount of overpayment** received by the local educational agency on the basis of average daily attendance, or other data, reported by the local educational agency that did not comply with one or more statutory or regulatory requirements that are conditions of apportionment." (Ed. Code § 41344, subd. (a)(1).)

Because the Controller has apparently made no such determination here, and no such calculation appears in the CDE's Determination, the conclusions of the State Audit Report do not on their own support withholding of funding.

Education Code section 41344, subdivision (b)(1) further sets forth the formula for computing daily attendance, providing that "a local educational agency's prior fiscal year average daily attendance shall be reduced by an amount equal to any average daily attendance disallowed in the current year, by an audit or review, as defined in subdivision (e)." This subdivision "may not result in a local educational agency repaying more than the value of the average daily attendance

disallowed in the audit exception plus interest and other penalties or reductions in apportionments as provided by existing law."

Subdivision (e)(1) defines the type of audit or review which triggers reductions in prior year apportionments: "As used in this section, "audit or review" means an audit conducted by the Controller's office, an annual audit conducted by a certified public accountant or a public accounting firm pursuant to Section 41020, and an audit or review conducted by a governmental agency that provided the local educational agency with an opportunity to provide a written response." As discussed above, the State Auditor is specifically excepted by the APA's definition of an "agency" and therefore, the State Audit Report does not satisfy the statutory requirements to support a reduction of past apportionments.

Moreover, while Education Code section 41344.1 subd. (c) states that "compliance with all legal requirements is a condition to the state's obligation to make apportionments," it does not address the Department's authority to collect apportionments from multiple previous years deemed by CDE as overpayments. The statutory language authorizing repayment of apportionment only contemplates recoupment for apportionment in the "prior fiscal year," and subdivision (b)(2) *limits* the repayment to the value of the average daily attendance disallowed in the audit exception for the current year. This statute does not appear to contemplate exceptions from an audit spanning more than one year, perhaps because its drafters did not anticipate that the CDE would adopt findings from a multi-year State Audit without performing any audit, review, or independent calculations.

In other words, the plain language of the statute providing authority for funding adjustments on a broad finding like that cited in the CDE's Determination here seems to limit this authority to future-facing withholding. It does not provide clear authority for the Superintendent of Public Instruction to require repayments of prior apportionments based on past noncompliance with legal requirements if the requirements of Education Code section 41344 are not otherwise met.

Notably, under Education Code section 41342, the Superintendent has a separate source of authority for making adjustive apportionments or deductions *where required by a judgment* "for any fiscal year." Here, however, no judgment has been entered that provides authority to the Superintendent to deduct apportionments for *any* fiscal year. This statute specifically carves out this authority. If the Legislature intended the Superintendent to have unlimited power to recoup past apportionments beyond the prior fiscal year, it would have stated as much. Instead, the statutes provided limited exceptions for adjustments under specific circumstances.

HCCTS hereby requests that EAAP vacate the imposed penalty described in CDE's letter of June 30, 2025, because CDE exceeded its statutory authority by adjusting apportionments beyond the prior fiscal year.

III. HCCTS Substantially Complied with the Requirements of Law on Which the State Auditor Based Finding 2024-106, to the Full Extent of Feasible Compliance.

HCCTS is a charter school providing K-12 grade education to adult students, age 22 or older, who lack a college degree. Authorized and overseen by the District, HCCTS operates more than 50

classroom-based school sites in California. (See **Exh. B,** p. 1.) In past years, HCCTS required and enforced attendance with a variety of methods, including reengagement strategies, progressive consequences, loss of access to school-provided mobile devices, and disenrollment for students who did not meet attendance requirements. (See **Exh. D through O**.) In the wake of the State Audit Report, the school will go even further in the 2025-2026 school year with a plan to closely monitor its student body's attendance each class period. (**Exhibit J**.)

Education Code section 41344.1, subdivision (c) defines "substantial compliance" for purposes of subdivision (d) as "nearly complete satisfaction of all material requirements of a funding program that provide an educational benefit substantially consistent with the program's purpose." Subdivision (c) further provides that "[a] minor or inadvertent noncompliance may be grounds for a finding of substantial compliance provided that the local educational agency can demonstrate it acted in good faith to comply with the conditions established in law or regulation necessary for apportionment of funding." As shown below, HCCTS satisfies the conditions for substantial compliance, and the basis of its noncompliance—to the extent that HCCTS can ascertain it from the letter and Audit Report—was inadvertent. Even if EAAP were to conclude that HCCTS did not fully comply with the requirements of Education Code section 47612.1 for the school years covered by the audit, HCCTS nevertheless complied substantially with such requirements.

Furthermore, as a matter of law, Education Code section 47612.5(d)(3) expressly states that charter schools are not subject to daily minimum instructional minutes requirements. As mandated by those provisions of Education Code section 47612.5, subdivision (e), defining what qualifies as "classroom-based instruction" for purposes of the 64,800 instructional minute minimum set forth in subdivision (a), HCCTS ensured that during the time period for classroom instruction, its pupils were "engaged in educational activities required of those pupils and [were] under the immediate supervision and control[3] of an employee of the charter school who possesses a valid certification document registered as required by law." HCCTS further ensured that more than 80% of the instructional time offered to its students was synchronous instruction offered in a classroom setting, in which students could ask questions (and receive answers) in real time, and benefit from the presence of and interaction with their fellow classmates.

Nevertheless, because it deemed HCCS's enforcement of in-person attendance so insufficient that the school did not "require" attendance, the State Auditor found that HCCS offered a program in which more than 20% of instruction was nonclassroom-based. (**Exh. B**, p. 113.) This statement obscures the actual educational program that HCCTS offered in the relevant school years. HCCS is *not* a non-classroom-based (or "independent study") charter school and never has been. Synchronous, live instruction provided in a classroom setting is at the core of its educational model. (**Exh. K, P.)**

A. <u>HCCTS Consistently Implemented and Refined Procedures to Ensure Substantial Compliance with ADA Apportionment Requirements.</u>

While Highlands worked hard to ensure that students took advantage of the offered instructional time, it could not force adults to remain in class because compulsory attendance requirements do

not apply to adults. During the years examined by the State Audit Report and identified in the CDE's letter as subject to repayment of apportionment, HCCTS's written policies, orientation materials, and teacher trainings consistently stressed the 80 percent in-class attendance requirement.. (See **Exh. K, slide 6; Exh. L-O**.) HCCTS also implemented a system of consequences and incentives for student attendance. During the time period examined by the State Audit Report, school staff made at least 5,385 contacts to students regarding absences and partial or insufficient attendance, which it logged via the industry standard data software, PowerSchool. (See **Exh. D, E, N**.) The school made their entire data file available to the Auditor, but the Auditor did not include any mention of this data, falsely stating that the school lacked evidence to support its attendance. (See **Exh. B,** p. 97)

The Auditor's own survey of HCCTS students (793 respondents total, of which 171, or 21.5%, stated they never were enrolled in the classroom-based program at all) showed that 71% of students attended class 5 days a week and stayed in class for the majority of the class periods. (See **Exh. B,** Appendix B-2 p. 83.) Yet, the State Audit Report suggests that HCCTS should have implemented punitive consequences for its students to enforce attendance requirements—while making no mention of the extensive accountability process that HCCTS did in fact use to deter insufficient attendance.

Extensive contemporaneous records show that contrary to the State Auditor's findings, HCCTS *did and currently does* offer, require, and enforce classroom attendance for more than 80% of instructional time. (See **Exh. D-O.**). Over the period covered by the audit, HCCTS used and continually refined a multi-tier reengagement process, including repeated contacts and escalating consequences to ensure that students made use of the instructional hours offered. Students with poor attendance receive notices of disenrollment which were issued based on regular internal attendance reviews. (See **Exh. F**.) The school also reviews attendance records and locks students' school-provided mobile phones until the student meets minimum attendance standards. (See **Exh. D**.) Moreover, the school's records show that it contacted students who did not attend as required to reengage them and ensure they understood the attendance requirements. (**See Exh. C.**)

HCCTS also maintains supportive services designed to increase student attendance by attempting to address socioeconomic barriers faced by its student population. The school's Student Intervention Team utilizes the student information system to identify students who are chronically absent or identified by their school counselor. This team then reaches out to those high-risk students and develops a support system to help ensure their needs are met. These supports include, but are not limited to, transportation, food distribution, clothing distribution, housing assistance, access to public assistance, and mental health services.

In the 2022-2023 and 2023-2024 school years, HCCTS offered 224 days of in-person, on-site, classroom-based instruction. (See **Exh. R**.) The school's student orientation materials prominently state that enrollment required a commitment of daily attendance for a minimum of 6.5 hours a day—"Let us know if you're going to be absent or late." (**Exh**. **K, L**.)

The proposed academic calendar for the 2025-2026 school years includes more than the minimum instructional days, offering extended learning opportunities and ensuring flexibility while still meeting and exceeding state requirements. (**Exh. J**) Going forward, HCCTS has planned to

implement a bell schedule with per-period attendance designed to consistently exceed the minimum instructional time required under Education Code 46207, or 64,800 minutes annually. (See **Exh. J**.) Across all schedule configurations, the instructional design will seek to track and enforce compliance through a combination of regular instructional days (Monday, Tuesday, Wednesday, and Friday). Even during the audit period the school met the annual instructional minutes, but this new schedule will allow for more precise tracking of how long students are in class in alignment with the State Auditor's best practice guidance. While this type of schedule does not serve the needs of HCCTS's unique adult student body as well as its previous model, it will satisfy the compliance standards set forth by the State Auditor and now endorsed by the CDE.

Notwithstanding all of this evidence, in the State Audit report the State Auditor responded to correspondence from our office on the 80 percent issue by stating the following:

> "As stated on page 13 of the report, state law requires charter schools to require the attendance of students at the schoolsite for at least 80 percent of the minimum instructional time required by law as a condition of receiving K–12 funding for classroom-based instruction. In the audit report, we note that Highlands lacked policies related to consequences for students' failure to attend, which we determined was relevant to the question of whether students were actually required to attend. However, this is just one factor that we considered in determining that Highlands did not meet the 80 percent attendance requirement for its classroom-based school, HCCS. As we explain on page 14, we also based our conclusion on our observations of classes, instructors' statements that the majority of the class day was optional, and Highlands' executive director's confirmation that students have not been required to attend for 80 percent of the offered instructional minutes because the previous administration focused on enrollment and not attendance. The audit report does not assert that Highlands must academically sanction students for nonattendance in order to meet the 80 percent attendance requirement." (Audit, page 139)

The State Auditor did not stop there. They went on to say that:

> "No Highlands official we spoke with provided any supportable statement indicating that HCCS met the conditions of funding we found it did not meet." (Audit, page 143)

The documents described herein and attached clearly support statements by Highlands employees and our office that the 80 percent requirement was met because the school was requiring student attendance in practice. The fact that the State Auditor did not reference that they had considered, let alone weighed, all exculpatory evidence identified above and attached to this request for administrative review when such a significant amount of funds are involved is unconscionable. And the statements made by the now former Executive Director are irrelevant because he was not even hired until after the conclusion of the audit period in question. He therefore had no firsthand knowledge or experience that would allow him to characterize what was happening in individual

classrooms at fifty sites, and at best such statements are inadmissible hearsay. Hearsay alone is not substantial evidence to support administrative action, unless expressly permitted by statute. (*Furman v. Department of Motor Vehicles* (2002) 100 Cal.App.4th 416)

B. <u>The Doctrine of Impossibility Precludes Any Requirement That HCCTS Prove it Forced Adult Students to Remain in Class for All Offered Instructional Time.</u>

HCCTS has and will continue to comply with the requirements of the law setting forth the requirements of legally cognizable "classroom-based education," to the full extent that it is possible to comply. No school, particularly a school serving exclusively adults, can legally force its students to remain present for a particular number of days or minutes by physically preventing the students from leaving. (See, e.g. Penal Code § 236) California does not impose compulsory education requirements on adult students, even if those adult students lack a K-12 education.

Where, as here, full compliance with a statute is impossible, California law recognizes an implicit exception to such compliance to prevent "unjust application" of the statute. (*National Shooting Sports Foundation, Inc. v. State of California* (2018) 5 Cal.5th 428, 433, citing Civ. Code § 3531 ["The law does not require impossibilities:]; *Washington v. Board of Supervisors* (1993) 18 Cal.App.4th 981, 994 ["Where strict compliance with the terms of a statute is impossible, compliance as near as can be has been permitted on the principle that the law does not require impossibilities"]; *Bd. of Supervisors v. McMahon* (1990) 219 Cal. App. 3d 286, 299-300 [same].)

The underlying legislative history of the "schoolsite" requirement of Education Code section 47612.5 clearly indicates that the legislature did not intend to penalize charter schools for failure to comply with impossible requirements. The Floor Statement for Senate Bill 434 (the 1999 bill that added Education Code section 47612.5) and the accompanying SB 434 Fact Sheet, explained that the annual minimum requirements of section 47612.5 were designed to allow "**maximum flexibility**" for the charter schools, which may satisfy the requirement "**any way they see fit**." (See **Exh. S** attached hereto.)

As additionally noted by the California Supreme Court, the doctrine of impossibilities is closely related to the absurdity canon, which advises courts to avoid any statutory construction that would produce absurd consequences (*National Shooting Sports Foundation, Inc. v. State of California*, *supra*, 5 Cal.5th at 433). In the California regulatory regime, "civil penalties may have a punitive or deterrent aspect, [but] their primary purpose is to secure obedience to statutes and regulations imposed to assure important public policy objectives." (*City and County of San Francisco v. Sainez* (2000) 77 Cal.App.4th 1302, 1315, citing *Kizer v. County of San Mateo* (1991) 53 Cal.3d 139, 147-148.) A particular civil penalty cannot possibly function to "secure obedience" with its terms when the penalized party is actively prohibited by law from "obeying" the law in question. (*See also* Civ. Code § 3526 ["No man is responsible for that which no man can control"])

During each year examined by the audit, HCCTS has *required and enforced* that its students meet face-to-face with their regular, credentialed teachers every school day. HCCTS documented this using a system of physical attendance sheets, an official digital record of attendance created by the teachers through educational data software, and extensive logs of communication with students about consequences such as losing cell phone access or risking disenrollment. (See **Exh. D, E,**

N.)[4] It further implemented multi-tiered engagement strategies in which staff and teachers reached out to students who did not stay in class for the required time. It is difficult to imagine what more HCCTS could possibly have done to require and enforce student attendance and prove, after the fact, that it had done so.

C. HCCTS Satisfied Classroom-based Instructional Requirements for Charter Schools As Expressly Set Forth in Statute, Regulation, and EAAP's Audit Guide.

For purposes of calculating average daily attendance for classroom-based instruction apportionments, the statutory requirements for apportionment funding state that at least 80 percent of the instructional time offered by the charter school shall be at the schoolsite, and the charter school shall require the attendance of all pupils for whom a classroom-based apportionment is claimed at the schoolsite for at least 80 percent of the minimum instructional time required to be offered pursuant to paragraph (1) of subdivision (a). (Ed. Code, § 47612.5, subd. (e)(1).) As noted in our response to the draft audit, instructional minutes are annual in nature for charter schools, not daily as required for other types of schools. (**Exh. B**, p. 121.)

HCCTS's policies require that 80% of instructional time be offered at their schoolsites and further clearly establish a requirement that students maintain 80% attendance. (**Exh. K, L.**) Moreover, the audit report's criticism of the school's use of "optional" instructional time to reach the threshold is a plain mistake of law. (**Exh. B,** pp. 13-14.) The audit provides that, "In our view, the portion of the school day that is optional does not meet the definition of classroom-based instruction that appears in state law because, even if the teacher remains in the classroom to work on lesson plans or answer students' questions, this is not a required educational activity for the students." (*Id*. at p. 13.) This analysis and resulting standard improperly conflates two separate compliance requirements, the condition of *offered* instructional time and the condition of *required* attendance, that does not reflect the complex statutory framework for attendance and apportionment.

The governing statute setting forth the requirement for charter school apportionments makes no requirement of daily minutes of mandatory attendance or instruction beyond the requirement that the school *offer* more than the minimum number of instructional minutes *per year.* (Ed. Code § 47612.5, subd. (a)(1).) Moreover, the statute authorizes apportionment reductions for schools that "fails to *offer* pupils the minimum number of minutes of instruction specified in [Section 47612.5, subd. (a)(1)]." (Emphasis added.) In such cases, withholding is limited to the sum of the school's apportionment "multiplied by the percentage of the minimum number of minutes of instruction at each grade level that the charter school failed to offer."

Even if the above did not fully resolve the matter, EAAP's own Audit Guide provides that verification that a school has provided sufficient instructional minutes can be done by determining "whether the district offered optional classes to satisfy instruction time requirements. If enrollment in optional classes is low, review the district's documentation of class offerings to ensure that the district has acted effectively to comply with the law." (2024-2025 EAAP Audit Guide, p. 16.)[5]

[4] The raw data was provided to the State Auditor in a PowerSchool file on the Auditor's request and was compiled from the same file for the attached exhibits with fields defined for readability.
[5] Available at https://eaap.ca.gov/wp-content/uploads/sites/281/2025/03/2024-25-Audit-Guide-July-1-2025.pdf 2024-25-Audit-Guide-July-1-2025.pdf, retrieved July 24, 2025.

Accordingly, if offering optional classes allows a school to meet the requirement for instruction time, it stands to reason that optional classes could be offered to ensure students are taught in the classroom for at least 80% of their instructional time. Charter schools, after all, have *more* flexibility than school districts, not less. (Ed. Code § 47610).

The State Auditor concluded that HCCTS should receive zero credit for attendance for the 2022-2023 and 2023-2024 school years based on the Auditor's finding that HCCTS did not "require" attendance, supporting its finding with observations on less than ten occasions that a few students signed in at the beginning of class and left. **(Exh. B,** p. 12, 113**.)** As detailed in this petition, the condition that HCCTS "require" attendance by *keeping all students present in class for 80% of instructional time* appears nowhere in the statutes or regulations and moreover, is impossible and unenforceable as to adult students. Because HCCTS had no notice of any requirement that it must not permit students to leave at will and must log attendance more than once per day, and because its software logged attendance only as Absent or Present—with Absent being the default—the school was not prepared to prove that its students stayed the entire time to the Auditor's satisfaction.

This conclusion should be disturbing to anyone familiar with standards of practice for public education. The process that HCCTS used to document attendance—by taking attendance at the beginning of the school day—is a standard practice used throughout the state in classes where students remain with the same teacher for the full class day, as they did at Highlands. Indeed, CDE's own guidance states, "In order to generate and claim attendance for apportionment, school districts must meet all the applicable instructional time and scheduling requirements, and the students must be in attendance under the immediate supervision and control of a certificated employee of the school district while engaged in educational activities required of them f**or at least some part of each school day** for which attendance is generated."[6] (Emphasis added.) Moreover, "it is the intent of the Legislature that school districts … shall not be required to employ period-by-period attendance accounting." (Ed. Code § 48260 (b).)

Requiring schools to prove that all students marked "present" on a particular day in previous years had stayed for an entire class period or at least 80 percent of the day to avoid millions of dollars in penalties for prior apportionment claims means that virtually all California schools would be at risk. This is just the sort of absurd result that courts must avoid under the rules of statutory construction. It would be infeasible to require teachers across the state to keep a continuous record of attendance throughout the class period and class day while also teaching the class. Such a stringent requirement is also not supported by any known law or regulation, and enforcement of this rule would amount to an underground regulation as defined by Government Code 11340.5(a).

For the foregoing reasons, HCCTS complied or at bare minimum substantially complied with Education Code section 47612.5, subdivision (e), allowing for the full funding of classroom-based education where a charter school offered the required instructional time, required attendance, and

[6] Guidance available at Instructional Time and Attendance Accounting - Finance & Grants (CA Dept of Education) (https://www.cde.ca.gov/fg/it/), last accessed July 23, 2025, stating at bottom of page, "last reviewed by CDE on May 16, 2025."

enforced its requirements, fully complying with applicable laws and regulations. Any noncompliance was unintentional or indeed unavoidable and impossible.

HCCTS hereby requests that the panel conclude that HCCTS has satisfied the conditions of compliance or in the alternative that it satisfied the conditions of substantial compliance set forth in section 41344.1, subdivision (d)(3) and accordingly requests that it waive or reduce the $178,965,128 penalty associated with Finding 2024-106, on the condition of written approval from the Department of Finance and the Superintendent of Public Instruction.

D. HCCTS Clearly Acted in Good Faith and Satisfied All Material Requirements of Its Funding Program to Provide Educational Benefits Consistent with Its Purpose.

Education Code section 41344.1, subdivision (c), provides that "[a] minor or inadvertent noncompliance may be grounds for a finding of substantial compliance provided that the local educational agency can demonstrate it acted in good faith to comply with the conditions established in law or regulation necessary for apportionment of funding." While no published authorities have addressed the specific definition of "good faith" in the context of compliance for apportionment purposes, the published policies pertaining to attendance, the training programs for employees, the orientation program descriptions of attendance expectations, and the substantial number of follow up communications with students certainly demonstrate that the school operated in good faith.

HCCTS has extensive documentary evidence to show that it "acted in good faith" to completely satisfied "all material requirements of a funding program that provide an educational benefit substantially consistent with the program's purpose." In this regard, HCCTS incorporates by reference all the arguments set forth above. School administrators at the time complied with the applicable regulatory scheme to the best of its ability, but lacked clear, adequate notice of the requirements which CDE now seeks to enforce after the fact as the result of the State Audit. As noted above, the agency has not previously nor now provided guidance as to what they must demonstrate to ensure compliance beyond their policies and procedures requiring attendance.

For example, many HCCTS students are Afghan refugees, Ukrainian and other immigrants who, despite having legal status in the U.S., face the threat of removal due to the U.S. Presidential Administration's aggressive immigration policies. Even before their protective legal status was threatened, these students faced struggles such as significant trauma after escaping violence in their home countries, poverty, lack of job skills, and lack of educational opportunity. Other student groups served by HCCTS include survivors of childhood violence or abuse that disrupted their K-12 education, students with cognitive learning disabilities such as ADHD who did not receive adequate services in traditional schools, English learners, single parents, and homeless adults.

Each of these student populations has significant unique needs and face barriers that make effective service provision difficult. Those same needs often limit their ability to understand and navigate strict or arbitrary procedural rules, including policies that do not allow for the multiple demands of adult life, such as family caregiving, mental health challenges, or inconsistent or unpredictable work schedules.

Recent survey data gathered by HCCTS confirmed that, for one third of its students, grief and mental health was listed as the greatest cause of stress in their lives. (See **Exh. N.**) HCCTS student surveys also show the positive impact of HCCTS educational opportunities. (**Exh. U.**) Many of these students have lost family members and loved ones to violence and were now attempting to rebuild in a new and unfamiliar country, while facing threats from changing immigration policies in the United States. On May 1, 2025, students and staff members spoke at the HCCTS board meeting and pleaded for their school to remain open, following the layoff notices issued to hundreds of teachers in response to the State Audit report. At the meeting, one HCCS paraeducator, a woman who immigrated from Afghanistan, described the impact on her community:

> As you may know, immigrant families, especially Afghans, are facing a terrible crisis back home. We are banned from schools, jobs, and basic rights. Many of us have come to the United States to build a better life … This school has been a place where we feel seen, respected, and supported … If this school closes, it is not just a job I lose, my community will lose a lifeline, Afghan women will lose a safe space to heal, learn, and rebuild.

Many students who attended HCCS have gone on to work there themselves, helping give students the same opportunity they were given to improve their lives. HCCS administrative assistant and former student Cynthia Winters spoke at the board meeting about what Highlands means to her:

> I stand before you not only as a staff member but as a living testament to the mission and impact of this institution. I am a former student, and today I am a high school graduate, a college graduate, and an empowered contributing member of our society. This transformation is directly due to the patience, guidance, persistence, and compassion I received from this school. Highlands has long stood as this pillar of hope for individuals who have lost faith in themselves, in their dreams, and in their communities … the school taught me how to believe in myself when I had every reason not to … now we face challenges that risk undermining the very soul of what Highlands represents … I stand here before you today, and I will continue to stand up, speak out, and defend the school that transformed me from a homeless, single mother of eight to a woman of strength, dignity, and purpose.[7]

The student community is not at fault for the alleged deficiencies found by the State Audit Report, but they will suffer the most if the school is forced to shut down. It is therefore most consistent with principles of equity and fairness to conclude that under such circumstances HCCTS "substantially complied" with the requirements of the Education Code and accordingly waive the $178,965,128 penalty of Finding 2024-106 pursuant to Education Code section 41344.1, subdivision (d)(3).

[7] Full audio of the Board Meeting at which Ms. Winters shared her testimony is available at https://hccts.diligent.community/Portal/MeetingInformation.aspx?Org=Cal&Id=66, retrieved July 24, 2025.

E. Any Noncompliance by HCCTS Was "Inadvertent," Which Supports a Finding of Substantial Compliance

Education Code section 41344.1, subdivision (c) requires that the LEA seeking a finding of substantial compliance only demonstrate that the noncompliance is minor *or* inadvertent (see, e.g., *Rubio v. Superior Court* (2016) 244 Cal.App.4th 459, 473 [when used in a statute, the word "or" indicates an intention to designate separate, disjunctive categories]) Because HCCTS's actions involved no intentionality or exercise of will by HCCTS, the noncompliance was certainly "inadvertent." (*Heritage Residential Care, Inc. v. Division of Labor Standards Enforcement* (2011) 192 Cal.App.4th 75, 83 ["As dictionary definitions reflect, the ordinary meaning of inadvertent is unintentional or not deliberate."].)

Here, HCCTS took deliberate steps, as discussed above, to require, document, and enforce attendance for its all-adult student population that would meet the attendance standards set forth in the Education Code. (**See e.g. Exh. D-F**.) To the extent that certain students did not actually live up to these attendance requirements, this was unintentional on HCCTS's part.

For these reasons, any deviation by HCCTS from requirements for student attendance was inadvertent on the school's part, and the panel should find that HCCTS was in substantial compliance with the relevant laws. HCCTS hereby requests that the panel conclude that HCCTS has satisfied the conditions of substantial compliance set forth in section 41344.1, subdivision (d)(3) and accordingly waive or reduce the $178,965,128 penalty associated with Finding 2024-106, on the condition of written approval from the Department of Finance and the Superintendent of Public Instruction.

F. No "Other Remedial Measures" Are Needed to Induce Full Compliance in the Future

As seen in the above-cited language, this body can waive an audit penalty pursuant to Education Code section 41344.1, subdivision (d)(3) with written approval of the Department of Finance and the Superintendent, if, *inter alia*, this body finds that "other remedial measures are sufficient to induce full compliance in the future." Here, this requirement is clearly satisfied, as HCCTS has already enacted multiple remedial measures to ensure full compliance even with State Auditor recommendations intended to implement best practices that are not even requirements of law in addition to all legal requirements. (See **Exh. I**.)

These measures include the resignation of a majority of its Board of Directors pending seating of a new Board, appointing a new Executive Director/CEO with extensive experience in school management, hiring a new Chief Academic Officer and Chief Operations Officer to implement a complete reorganization of its offered programs to ensure its in-classroom instruction meets ADA standards, a layoff of approximately 600 staff including approximately 120 teachers based on the Commission on Teacher Credentialing's interpretation of credentialing standards[8], and adoption

[8] HCCTS disputes the CTC's position that an Adult Education Teaching Credential may not be used to teach adults at a K-12 charter school, an apparent underground regulation unsupported by the law. However, HCCTS has followed the guidance of the CTC on this in the interim as it contests this issue.

of 125 new board policies governing nearly every aspect of its operations. This includes efforts to meet all recommendations of the State Audit Report, such as:

Instructional Minutes Policies

- Developed a board policy that mandates a 20-day attendance calendar.
- Filed corrections for prior years' ADA, which was based on incorrect data entry.
- Contracted with Charter Impact to ensure accurate ADA recalculations and reporting.
- Drafted Attendance SOP for the 2025-2026 school year, outlining CDE reporting process.
- Developed a new calendar that aligns with CDE 20-day attendance guidelines.

Attendance Recordkeeping Policies

- Implemented a paper-based attendance system as a backup to PowerSchool.
- Adopted mandatory three-year retention of digital and paper attendance records.[9]
- Hired CBO and staff to oversee regular audits of digital and paper attendance records.
- Trained staff on procedures for accurate documentation.
- Established internal audit schedule to ensure accuracy and integrity of attendance records.

These remedial measures will result in a tremendous reduction in future in-classroom ADA claimed by HCCTS. In other words, HCCTS's own compliance efforts have already dealt a massive financial blow to the school's operations even before the CDE's recouping of the overpayment at issue here. Accordingly, no "other remedial measures" are here warranted.

HCCTS hereby requests that the panel conclude that HCCTS has satisfied the conditions of substantial compliance set forth in section 41344.1, subdivision (d)(3) and accordingly waive or reduce the $178,965,128 penalty associated with Finding 2024-106, on the condition of written approval from the Department of Finance and the Superintendent of Public Instruction.

IV. The State Audit Report Relies on Mistakes of Law and Is Unsupported by the Evidence.

A. California Law Does Not Prohibit an Individual with an Adult Education Teaching Credential from Teaching Exclusively Adults at a K-12 Charter School.

HCCTS is an all-adult K-12 charter school which operates in an exclusive partnership with the federal Workforce Innovation and Opportunity Act ("WIOA"). As such, Education Code section 47612.1, subdivision (a)(1), grants HCCTS an exemption from credentialing requirements normally imposed upon ordinary K-12 public schools. HCCTS students are, by definition, exclusively adults with a need for K-12 education as a result of their life circumstances. Historically, many teachers at HCCTS possessed only an adult education teaching credential issued by the California Commission on Teacher Credentialing—not a single subject teaching

[9] Publicly available at https://hccts.diligent.community/home/policies/policydoc/85846f42-a3ce-46ae-a3dc-6e453a5be57d, retrieved July 24, 2025.

credential or multiple-subject teaching credential, which would typically be required to teach children at a traditional K-12 site.

California Education Code section 44865 further states, "A valid teaching credential issued by the State Board or the Commission on Teacher Credentialing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in the following assignments, provided that the assignment of a teacher to a position for which qualifications are prescribed by this section shall be made only with the consent of the teacher: … (b) Classes organized primarily for adults." An adult education teaching credential is exactly this type of "valid teaching credential."

Moreover, California Education Code section 44865 does not specifically exclude K-12 charter schools as sites where "Classes organized primarily for adults" may be taught. If the Legislature wanted to limit the scope of section 44865 to exclude all-adult K-12 charter schools, it could have done so. Instead, the statute determines the particular credential needed based on the student population for which the classes are organized.

The Commission on Teacher Credentialing Website states that teachers with adult education credentials cannot teach in "traditional K-12 schools," including charter schools. Putting aside the reality that HCCTS is not a "traditional" K-12 school, this policy does not accurately reflect California's laws and regulations. No California law or regulation prohibits the use of an adult education credential to teach adults at a K-12 school, traditional or otherwise, making the imposition of this requirement an underground regulation as defined by Government Code 11340.5(a).

As an administrative agency, the CTC is a creation of the California legislature and exists to enforce the law as set forth by the legislature, not create new laws of its own. It is therefore illegal for the CTC to adopt and enforce a regulation without complying with the legally-required process outlined in the California Administrative Procedure Act ("APA"). If the CTC wants to enforce a rule against using an adult education teaching credential to teach adults at a K-12 charter school, it needs to 1) first go through the steps outlined in the APA process, and 2) ensure that its proposed regulation is not in conflict with existing law.

Because the State Auditor based its understanding of credentialing requirements on an underground regulation not supported by the plain language of California's statutes and regulations, to the extent that the CDE has endorsed the State Auditor's conclusion on this topic, the CDE's decision is based on a mistake of law. Therefore, HCCTS respectfully requests that EAAP vacate the $178,965,128 penalty insofar as its determination relies on findings related to credentialing standards.[10]

[10] The June 30, 2025 letter does not specify whether the CDE found any issue with credentialing affected HCCTS's apportionment or how much of the apportionment reduction relies on this particular State Audit Report finding, making it difficult to ascertain whether credentialling is relevant to this appeal. Therefore, HCCTS includes it to ensure it addresses all possible issues identified by CDE as apportionment significant.

B. <u>Because HCCTS Enforced and Required Attendance for More Than 80% Instructional Time, A Finding of Zero ADA Apportionment is Unsupported by the Evidence.</u>

In the State Audit Report, the State Auditor takes the position that all average daily attendance at HCCS should be denied for purposes of apportionment for two school years (22/23 and 23/24 school years). The State Audit Report bases this conclusion on the Auditor's surveys in-person observations at four out of fifty school sites during a narrow timeframe in 2024-2025, entirely outside the audit period, where observers stated "several" students left after signing in.[11] However, the State Audit Report's survey shows that most students (71% of respondents) attended a majority of instructional minutes offered each day. (**Exh. B**, Appendix B, p. 83.)

The State Audit Report also seeks to deny HCCTS any attendance credit based on a survey in which 29% of HCCS students stated that they attended only one or two hours during the school day. The Auditor further posed questions in terms that left the answers ambiguous as to how long the students stayed. If classes were 6 hours, 80% would total 4.8 hours. Yet, the Auditor's survey asked if students stayed between "3 to 5 hours" or "6 to 8 hours." In other words, the survey results could be interpreted as showing that most students stayed in class for the required time, but the State Auditor arbitrarily chose the interpretation most prejudicial to HCCTS.

State law governing student attendance does not require any educational institution to forcibly keep students in class by locking the doors or otherwise barring their exit. Moreover, even the state's compulsory education statutes expressly provide that "notwithstanding" enforcement of attendance requirements, "it is the intent of the Legislature that school districts shall not change the method of attendance accounting provided for in existing law and shall not be required to employ period-by-period attendance accounting." (Ed. Code § 48260 (b).) Charter schools are intended to have *more* flexibility than districts, not less (Ed. Code § 47610). Thus, it would be an absurd result that charter schools should have to take attendance each class period. Although the School is agreeing to do this going forward, we submit that it was never legally required to do so and that the state cannot withhold apportionment funding on this basis.

Of course, compulsory attendance requirements also do not apply to adults over the age of 18. (Ed. Code § 48200.) State regulations go further, carving out an express exception for adult classes from the requirements of traditional high school attendance reporting. (Cal. Code Regs. Tit. 5, § 401.) The regulations provide in subsection (c) that "In all high schools, **except those listed in (d) of this section,** each teacher shall be required to submit to the principal, at least once each school day, a report of attendance for each period of the day in which he conducts classes, listing the names of all pupils absent in any period." Subsection (d) applies to "**all**

[11] The Merriam-Webster dictionary defines "several" as "an indefinite number more than two and fewer than many," which suggests these instances were the exception, not the rule, during the auditor's four observational visits. Therefore, HCCTS would challenge the Auditor's findings in this regard as based on isolated instances and not indicative of normal practice. The Report does not state any number more specific than "several," how many times this happened, whether this occurred at every observation, or what site it occurred at. There is no indication, either, that the observers stayed for the entire class period. If they did not, it would seem likely that some of the "several" students may have stepped out to the restroom or to run an errand and returned for the majority of the class.

classes for adults, continuation schools, and classes, and regional occupational centers and programs"—excepting these types of classes from per-period attendance requirement.

Education Code section 46010.3 further sets forth that "notwithstanding…any other provision of law, **for purposes of calculating days of attendance in order to compute any apportionment of state funding** … a pupil enrolled in a regular day class, including opportunity classes and classes conducted in county community schools, **for the minimum day that is applicable to that pupil is deemed to be present for the entire schoolday**." The minimum school day for high school pupils in an "approved work experience program who attends a school … in which the regularly scheduled period is greater than 60 minutes in length, the minimum day is one or more periods totaling at least 180 minutes in duration." (Ed. Code § 46144.) Education Code section 46141 also establishes the 180-minute standard for non-traditional high school structures.

180 minutes amounts to 3 hours, and 71% of students who responded to the State Audit Report in fact reported they stayed in class anywhere from 3-8 hours. (**Exh. B,** p. 83, Appendix B.) Therefore, by applying a standard of 80% of instructional time to the minimum time that students must remain in class during an applicable period to be deemed statute, the State Audit Report ignored the statutory "minimum day" calculations set forth in Part 26, governing "attendance for computing apportionments." Again, charter schools are intended to have more flexibility, not less (Ed. Code § 47610). The Report therefore erred in its calculations as a matter of law.

The findings of the State Audit Report on which CDE based its determination also appears to apply a standard exceeding that stated by the guidance available on CDE's public-facing web page detailing "Instructional Time and Attendance Accounting – Finance and Grants." CDE's guidance states, "In order to generate and claim attendance for apportionment, school districts must meet all the applicable instructional time and scheduling requirements, and the students must be in attendance under the immediate supervision and control of a certificated employee of the school district while engaged in educational activities required of them f**or at least some part of each school day** for which attendance is generated."[12] (Emphasis added.)

Additionally, the State Auditor's observations from the 2024-2025 school year alone cannot logically support conclusions about prior years regarding how many students were present and for how much of the day. The State Auditor's surveys demonstrated that more than 70 percent of teachers surveyed about student attendance were not employed during most of the audit period. Thus, their opinions about what may have happened before they worked there are not relevant. What is relevant is what was happening during the audit period, and current teachers are not a reliable source of information for this. The demographics of the student body also shifted during this period to include more immigrant students, which may also have impacted attendance surveys because they have different needs and support than a local student that has extended family to provide childcare or take care of a sick child, for example. (**Exh. U.**)

If it were reasonable for the State Auditor to use the Auditor's in-person observations during the 2024-2025 school year to support reductions in ADA in prior fiscal years (which it is not), the

[12] Guidance available at Instructional Time and Attendance Accounting - Finance & Grants (CA Dept of Education) (https://www.cde.ca.gov/fg/it/), last accessed July 23, 2025, stating at bottom of page, "last reviewed by CDE on May 16, 2025."

Auditor at minimum would then logically be required to also consider what average daily attendance HCCTS *can* prove for the school year of the observations to approximate the average daily attendance earned in prior years. The Auditor has only considered classroom observations as a means of justifying that HCCTS failed to meet the criteria for claiming ADA without calculating what those same classroom observations would prove in terms of the portion of ADA that the observations would support. The Auditor did observe many students attending classes and not leaving. How many students were in each of these classes who did not leave during the observation period? None of this data is contained in the Auditor's findings even after HTTCS staff requested that it be considered in the exit interview, which demonstrates bias on the part of the Auditor.

Finally, the Auditor improperly disregarded HCCTS's tremendous volume of physical and digital attendance records. (See **Exh**. **D** and **E**.) HCCTS previously had a practice of taking attendance only once daily. No records therefore exist to prove exactly how long most students attended each class during prior school years, though HCCTS did make thousands of contacts to students who did not attend or stay in class, and required Career and Technical Education ("CTE") students to sign contracts committing to 90% attendance. (**Exh. D, E, V.**)

In fact, CTE student attendance was tracked hour-by-hour. As a result, the school can demonstrate with 100 percent certainty that the 80 percent rule was met for these students. However, the State Auditor did not even give the School credit for these students. Further, the State Auditor did not use this data to extrapolate out attendance for other sites in the same way they did their very limited classroom visits. Had it done so, most if not all of the attendance would have been supported. We submit that this evidence directly undercuts the entire methodology used by the State Auditor to disqualify the School from $180 million, and demonstrates exactly why the CDE should be forced to do its own investigation, give the School to opportunity to present its evidence, and reach its own findings.

The actual length of time that each student attended each class session is impossible to calculate based on the available data, but it makes no sense to calculate ADA based on a few students who did not stay in class versus the majority who did. It makes more sense to attempt to approximate what the average daily attendance would be, rather than jumping to the illogical conclusion that if several students did not attend, attendance is no better than zero across the board. Indeed, prior independent audit reports gave HCCTS no indication that it risked loss of state apportionment funding because it failed to monitor hourly attendance. (**Exh. W.**)

For these reasons, HCCTS hereby requests that the panel conclude that HCCTS has complied with the legal requirements to claim apportionment. In the alternative, HCCTS requests that EAAP find that it satisfied the conditions of substantial compliance set forth in section 41344.1, subdivision (d)(3) and accordingly waive or reduce the $178,965,128 penalty associated with Finding 2024-106, on the condition of written approval from the Department of Finance and the Superintendent of Public Instruction.

V. EAAP Lacks Clear Jurisdictional Authority to Review State Audit Findings.

Out of an abundance of caution, HCCTS submits this summary review petition based on the direction provided in the CDE's letter regarding right of review and appeal through EAAP. HCCTS does so in order to preserve any administrative right of review and exhaust any administrative remedies that may apply in this case. The CDE's letter does not, however, clearly set forth authority to support EAAP's jurisdiction in a summary review of State Audit Report findings on which the CDE issued its notice of action. (See **Exh. A.**) The publicly available cases previously submitted to and reviewed by EAAP, as published on EAAP's website, do not include any previous review by EAAP of the results or findings of a State Audit Report.[13]

The Education Code suggests that an audit result triggers EAAP's jurisdiction if the Local Educational Agency ("LEA") "is required to repay an apportionment specific audit exception or to pay a penalty arising from an audit exception ..." (Ed. Code § 41344(a).) Yet, the State Audit Report does not have authority to require any repayment from HCCTS, nor does it purport to require such repayment. (**Exh. B** p. 67.) Instead, it recommends that CDE review the Report and investigate before making its own determination. The Determination makes no mention of any independent review efforts by the agency.

The Determination appears to assume that the State Audit Report is an "audit or review" for the purposes of its own authority and EAAP's review powers because it views the State Auditor is a "governmental agency" that provided HCCTS an opportunity to provide a written response. Yet, the State Audit is explicitly not an adjudicative proceeding under Government Code section 11405.20 (Chapter 4.5, Article 2 of the Administrative Procedure Act), defining "agency" for the purposes of the APA, and exists outside the administrative structure of the executive branch. APA Chapter 4.5, from which EAAP's authority derives, applies to "any agency as determined by the statutes relating to that agency" or to adjudicative proceedings of agencies, "except as otherwise provided by statute."

Furthermore, the State Auditor's authorizing statutes expressly provide that the "provisions and definitions of Chapter 3.5, Article 2 of the Administrative Procedure Act [including the definition of "agency"] shall not be construed to include the California State Auditor's Office." (Gov. Code § 8546, subd. (g).). Only the legislative body known as the "Little Hoover Commission" has clear oversight powers over the Auditor.

Education Code section § 41344.1, subd. (a) establishes that EAAP "is hereby established as a separate state agency," an administrative and thus executive branch entity which may "consider audit appeals pursuant to the administrative adjudication provisions of the Administrative Procedure Act." In other words, the EAAP's authority to review government actions derives from the APA, but the State Auditor's Office is a unique, quasi-legislative body which is expressly *not* an "agency" as defined by the APA.[14] If it is not an "agency" for the purposes of the APA, then its audit report does not fit any condition of Education Code 41344(e)(1), defining EAAP's authority to review "an audit conducted by the Controller's office,

[13] As documented at https://eaap.ca.gov/decisions/panel-decisions-and-adoptions/, retrieved on July 24, 2025.
[14]

an annual audit conducted by a certified public accountant or a public accounting firm pursuant to Section 41020, and an audit or review conducted by a governmental *agency* that provided the local educational agency with an opportunity to provide a written response." (Emphasis added.)

EAAP has jurisdiction over a "final audit report resulting from an audit or review" of any part of the operations of a Local Education Agency ("LEA"). (Ed. Code § 41344(d).) By statutory definition, a charter school is an LEA. (Ed. Code § 41344(e)(2).) The statute establishes that an "audit or review" means "an audit conducted by the Controller's office, an annual audit conducted by a certified public accountant or a public accounting firm pursuant to Section 41020, and an audit or review conducted by a governmental agency that provided the local educational agency with an opportunity to provide a written response." (Ed. Code § 41344(e)(1).).

Education Code section 41344 sets forth the process for repayment plans and withholding for overpayment of apportionment "if, as the result of an audit or review, a local educational agency is required to repay an apportionment significant audit exception." (Ed. Code § 41344, subd. (a).) Because the State Auditor has no enforcement power (see e.g. Gov. Code § 8547.7), a State Auditor report does not *require* the LEA to repay its apportionments, which seems to place the report outside of EAAP's jurisdiction. The State Audit Report states:

> To ensure that it takes appropriate action related to Highlands, **the state superintendent should direct CDE to immediately investigate** whether Highlands has sufficiently complied with state law, met the conditions of K–12 funding, and appropriately claimed K–12 funding. To the extent that CDE determines that Highlands has failed to significantly address the audit findings in this report and others, or that Highlands has committed any violations of state law, has not met the conditions to receive K–12 funding, has not demonstrated improved pupil achievement, or inappropriately claimed K–12 funding, the state superintendent should take appropriate action, including pursuing adjustments to Highlands' apportionments and making a recommendation to the State Board of Education to take appropriate action, up to and including revoking Highlands' charters.

(See **Exh. B,** p. 67.) Education Code section 41334.1, subd. (c), creates a "a voluntary, informal, summary appeals process for noncompliant audit exceptions that clearly constitute substantial compliance," with a more formal right of appeal of a summary decision provided for under Education Code section 41334, subd. (d). Education Code section 41334, subd. (d) provides for appeal from "an audit or review of all or any part of the operations of the local educational agency." The statute does not clearly specify whether this subdivision only applies where subdivision (a) already provides jurisdiction, or if it provides separate, independent grounds for agency jurisdiction.

An exercise by EAAP of jurisdiction over State Audit findings related to apportionment may in fact run contrary to legislative intent. The statutes establishing the State Auditor's Office (previously the Bureau of State Audits) clearly state that the legislature intended the office to wield independent review powers over state agencies like CDE and even EAAP itself, as well as local agencies and recipients, "free of organizational impairments to independence…independent

of the executive branch and legislative control." (Gov. Code § 8543, subd. (a).) As such, the State Auditor operates under the Milton Marks "Little Hoover" Commission on California State Government Organization and Economy.[15] (*Ibid.*) The Governor appoints the Auditor from a panel of three candidates nominated by the Joint Legislative Audit Committee, rather than the normal political appointment process. (Gov. Code § 8543.2.)

While the public records available through the Auditor's Office indicate that the Auditor has never audited EAAP itself, the scope of the State Auditor's review powers and its express independence from "executive and legislative control" would seem to preclude any authority otherwise granted to EAAP to review the Auditor's findings, even under a broad reading of the EAAP's jurisdictional authority.

One decision with some possible bearing on this case, *In re: Gorman Learning Center*, (2008) OAH No. L2008050384, addressed "whether EAAP has authority under the provisions of Education Code sections 41344(d) and 41344.1(b) to determine disputes regarding non-classroom-based funding determination requests" based on the State Board of Education's (SBE's) discretion to adjust funding allocations.

In that case, the panel considered whether the school was "'required to repay' overpayments resulting from 'inaccurate financial data used for the SB 740 Funding Determinations.'" It determined that "EAAP has no authority to determine whether a charter school may be 'required to repay' any amount as a result of audit findings related to the information submitted to SBE on a charter school's SB 740 funding determination request." While not exactly on point, this decision does demonstrate the limits of EAAP's authority as the panel itself views it. In the *Gorman* case, EAAP found it lacked jurisdiction as to whether an audit required repayment of apportionments.

Because the applicable statutes do not provide clear authority for jurisdiction, HCCTS seeks additional clarity on whether EAAP considers itself an appropriate forum for review in this case. Therefore, as a preliminary matter, HCCTS requests that EAAP make findings and issue a formal decision on whether EAAP has jurisdiction to review an audit report by the State Auditor.

VI. Unacceptable Probability of Bias May Preclude EAAP Review.

While HCCTS submits this request to EAAP in good faith, it does so with awareness of the intense political and internal pressure faced by the CDE and other agencies to respond and comply with the recommendations contained in the State Audit Report. In engaging with the review process offered in the Determination, HCCTS must therefore raise the issue of unacceptable probability of bias in violation of fair hearing requirements, because EAAP's membership consists of representatives from the same agency which made the Determination under review.

In raising concerns of bias, HCCTS does not seek to impugn the professionalism, good intent, or expertise of EAAP's panel members or staff. EAAP's authority to review audit exceptions and

[15] The Little Hoover Commission is a legislative joint committee "constituted and acting as an investigating committee" with the "powers and duties imposed on such committees by the Joint Rules of the Senate and Assembly." (Gov. Code § 8504.)

penalties in the normal process prescribed by its operating statutes is undisputed. Given the extraordinary circumstances, however, including the large dollar amount at issue as well as an unusual level of public and media attention trained on the State Audit Report, all parties must acknowledge at the outset that the Panel may find it difficult to oppose the action of the Superintendent in this review process.

To prevail on a claim of bias violating fair hearing requirements, the law does not require the disappointed applicant to prove actual bias. Rather, there must not be "an unacceptable probability of actual bias" on the part of the municipal decision maker. (*Nasha v. City of Los Angeles* (2004) 125 Cal.App.4th 470, 483; *BreakZone Billiards v. City of Torrance (2000)* 81 Cal.App.4th 1205, 1236.)

In *Golden Day Schools, Inc. v. State Dept. of Education* (2000) 83 Cal.App.4th 695, the Court of Appeal found an unacceptable probability of bias where the same person who initiated the refusal to renew a government contract sat on the appellate panel that reviewed that administrative action (*id.* at p. 701, 99 Cal.Rptr.2d 917) and thus "was in the position of judging the correctness of his own decision" (*id.* at 710, 99 Cal.Rptr.2d 917). Of course, "'[n]o man is allowed to be a judge in his own cause; because his interest would certainly bias his judgment, and, not improbably, corrupt his integrity.'" *Caperton v. A.T. Massey Coal Co., supra,* 556 U.S. at p. 876, 129 S.Ct. 2252, quoting Madison, The Federalist No. 10 (Cooke ed.1961) p. 59; see *In re Murchison* (1955) 349 U.S. 133, 136, 75 S.Ct. 623, 99 L.Ed. 942.)

Further, even having a biased adviser to the decision-makers can be sufficient to overturn administrative action. In *Nightlife Partners, Ltd. v. City of Beverly Hills* (2003) 108 Cal.App.4th 81, 133 Cal.Rptr.2d 234, the same legal counsel represented a city in connection with a business permit denial and then advised the third-party hearing officer on administrative appeal from that denial. The Court of Appeal found this violated due process because the attorney was in a position to advise on legal rulings and evidentiary objections in the adversarial appeal of an initial decision he had helped obtain. (*Id.* at pp. 90–94.)

Here, the proceedings involve similar overlaps because two of the three panel members have direct connections to the agencies whose decisions HCCTS seeks to challenge. First, the school seeks to overturn the California State Auditor's recommendations, which in part cite the audit performed by the Fiscal Crisis & Management Assistance Team ("FCMAT") in 2018. Specifically, the State Auditor's report provides that the County Office of Education and CDE took insufficient action to address the FCMAT audit's findings. (Audit Report, p. 58.) Indeed, the State Auditor's report provides that, "[m]any of FCMAT's findings were similar or related to items we reviewed as part of this audit, such as ADA irregularities, enrolling students who did not qualify under its WIOA agreement, questionable use of standardized tests, conflicts of interest, gifts of public funds, and questionable hiring practices." (Audit Report, p. 45.) In its appeal, HCCTS contends both the FCMAT audit and the State Auditor's audit were mistaken, yet the EAAP Chairperson is a designee of FCMAT. (See Ed. Code § 41344.1, subd. (a).) Therefore, HCCTS's appeal of a Determination citing FCMAT's audit recommendations will be overseen by FCMAT's designee.

Furthermore, the School believes that FCMAT was consulted by the State Auditor's team during the audit process. Even being consulted with during the audit process may form a separate basis to challenge the impartiality of the agency representative.

Additionally, the second of three EAAP members includes the designee of the Superintendent of Public Instruction, a position responsible for overseeing the California Department of Education ("CDE"). (See Ed. Code § 41344.1, subd. (a).) In its appeal, HCCTS also contends that the CDE improperly adopted the State Auditor's report without conducting its own investigation or making its own findings. Accordingly, the head of the CDE, through his designee and direct report, will be one of three deciding votes in Highlands' challenge to the CDE's response to the State Auditor's report.

Because the majority of the EAAP are directly connected to the agencies HCCTS seeks to challenge, there is an unacceptable probability of actual bias in the EAAP's adjudication of Highlands' appeal.

VII. The CDE Is Estopped from Demanding Repayment Based on Equitable Principles.

If EAAP finds that CDE acted within its authority, that the State Audit Report made no mistakes of fact or law, and that CDE properly used the State Audit Report's findings in its determination, the penalty assessed by the Superintendent should be estopped based on equitable principles in the interest of justice. The doctrine of estoppel states that a penalty imposed by a public agency will not be upheld if the agency knew the facts, the agency intended the other party to rely on its conduct or acted such that the other party reasonably believed as much, the other party did not know the true facts, the other party relied on the agency's conduct to its detriment, and the agency's action would result in substantial injustice against the public interest.

The California Supreme Court, in *Lentz v. McMahon* (1989) 49 Cal.3d 393, concluded that equitable estoppel was an issue that could be raised and decided in administrative hearings. In *Lentz*, citing *Canfield v. Prod* (1977) 67 Cal. App. 3d 722 and *Long Beach v. Mansell* [(1970) 3 Cal. 3d 462], the Supreme Court stated the four basic elements of estoppel: **(1) the party to be estopped must be apprised of the facts; (2) he must intend that his conduct shall be acted upon, or must so act that the party asserting the estoppel had a right to believe it was so intended; (3) the other party must be ignorant of the true state of facts; and (4) he must rely upon the conduct to his injury.**

In *Mansell*, *supra*, 3 Cal 3d 462, the court adopted a fifth element for estoppel of government agencies, which requires the balancing of the injustice of failing to apply equitable estoppel: "The government may be bound by an equitable estoppel in the same manner as a private party when the elements requisite to such estoppel against a private party are present, and, in the considered view of a court of equity, the injustice which would result from a failure to uphold an estoppel is of sufficient dimension to justify any effect upon public interest or policy which would result from the raising of an estoppel."

Strong public interest considerations support the continued operations of HCCTS. Even former employees who discussed concerns with the media and publicly with HCCTS's Board of Directors have stated that they do not want the school to close. Due to the State Audit Report and resulting remediation measures, HCCTS has significantly decreased the number of students that its program can currently serve. As a result, the school had approximately 5200 students who want and need this specific type of program waitlisted by the end of the 2024-2025 school year. Currently, over 7000 students have enrolled for the lottery to get one of the school's now extremely limited class spaces. These students will suffer the brunt of CDE's punitive action through loss of opportunity and destruction of the HCCTS community that supports their success.

Most crucially, HCCTS provides a needed service for students that lose out in school district funding priorities. Traditional adult education classes are non-existent in many parts of the state, including the greater Sacramento area where HCCTS operates, because the funding rate is too low for school districts to offer good programs that provide strong support to students. HCCTS also offers vocational programs to assist immigrants and other students in gaining entry-level jobs from which they can build greater economic stability and a better future. Improving the economic future of disadvantaged adult students strengthens California's overall economy, resilience, and helps alleviate strain on the state's social safety net.

The school also provides a huge benefit to the economic development of its region. In November 2020, a University of Nevada study estimated HCCTS contributed close to $50 million in economic activity, hundreds of jobs, and over $20 million in labor income to the Central Valley Area (El Dorado, Placer, Sacramento, San Joaquin, Yolo, and Solano counties). (See **Exh. X**.) HCCTS has only grown since this study was published.

Requiring the repayment of 100% of apportionments for two years would put HCCTS out of business even though HCCTS has already rectified many of the alleged compliance issues flagged in the State Audit report and has committed to fully address the remaining issues. (**Exh. Z, AA**.) This is a substantial injustice which damages the public interest, including thousands of adult students in historically underserved communities to whom HCCTS provides educational opportunities and job training they could not receive elsewhere. (**Exh. Y**.)

Moreover, HCCTS reasonably relied on the guidance and conduct of its oversight agency when it approved HCCTS's charter and its renewal petition, and certified its yearly apportionment for both school years now at issue. The CDE's own guidance on "Instructional Time and Attendance Accounting – Finance and Grants" further states, "In order to generate and claim attendance for apportionment, school districts must meet all the applicable instructional time and scheduling requirements, and the students must be in attendance under the immediate supervision and control of a certificated employee of the school district while engaged in educational activities required of them **for at least some part of each school day for which attendance is generated**."[16] (Emphasis added.) Publishing guidance on an agency website supports a reasonable belief that CDE intended LEAs, including HCCTS, to rely on the information available on that website.

[16] Guidance available at Instructional Time and Attendance Accounting - Finance & Grants (CA Dept of Education) (https://www.cde.ca.gov/fg/it/), last accessed July 23, 2025 and last reviewed by CDE on May 16, 2025.

After 2018, when FCMAT's audit provided recommendations for improving enrollment, attendance, and reporting procedures at HCCTS, the school has worked hard to respond and implement the required changes. HCCTS also was not put on notice by the independent auditor that it hired off of the State Controller's approved list of education auditors that it had compliance issues that might cause loss of apportionment.

For instance, FCMAT's audit stated that HCCTS could not serve any students under 22 years of age or students with a high school diploma to maintain its status as a program operating within an exclusive partnership under the Workforce Innovation and Opportunity Act, effective July 1, 2016. (**Exh. T**, p. 11-12.) FCMAT's audit report also acknowledged that legal minds differ on interpreting the exemption provided by Education Code 47612.1 for WIOA-partnered schools. While HCCTS had previously accepted some students outside the WIOA parameters based on the students' needs, it had not collected apportionment funding for those students, and FCMAT was able to independently confirm this. (*Id.* p. 15.)

Furthermore, FCMAT did not find evidence that HCCTS intentionally misused these funds and found that the funds benefited the public. (*Ibid.*) This audit also found that HCCTS did not reject any students or discriminate against any student in its enrollment. (*Id* at p. 17.) It further found no evidence of fraud. (*Ibid.*) Moreover, HCCTS took action to ensure that it no longer enrolled students who did not qualify under WIOA. [**Exh T.**] Yet, the State Audit's findings included a conclusion that HCCTS had failed to remediate issues identified by FCMAT's 2018 audit related to compliance with Education Code section 47612.1. (**Exh. T**, p. 46-47.) In the wake of this audit process, TRUSD also did not raise ongoing compliance concerns, so if HCCTS remained out of compliance, it had no way to know this. It relied on the conduct and approval of CDE—the single state agency tasked with the oversight of public education which received and certified all attendance reports provided through TRUSD, HCCTS's local authorizing agency—to its detriment and now, if the assessed penalty stands, its certain destruction.

Moreover, in 2023, CDE requested documentation of HCCTS's policies and procedures in response to negative media reports about the school, and HCCTS provided extensive records to demonstrate its compliance. CDE never provided any follow-up determination or indeed any indication that the records provided did not meet the agency's compliance requirements and made no recommendations to HCCTS regarding attendance policies or any other requirement of apportionment. As a result, HCCTS reasonably believed that CDE determined that HCCTS complied with all applicable laws and regulations as well as the recommendations from the FCMAT audit.

A strong interest in public policy supports HCCTS' continued provision of educational opportunities to disadvantaged adult students. CDE knew of HCCTS's policies and procedures, including attendance tracking, and reviewed extensive documentation provided by HCCTS on this and other compliance requirements. In other words, the agency had reason to know if indeed those policies did not meet its standards for apportionment.

Despite this, the CDE continued to certify the apportionment funding of HCCTS and made no indication that it considered HCCTS out of compliance, giving HCCTS reasonable grounds to believe it had substantially complied with apportionment requirements. HCCTS did not know that its attendance policies requiring 80% attendance and daily attendance tracking did not meet CDE's conditions of apportionment. As a result, HCCTS relied on CDE's conduct to its detriment—a detriment so severe that it poses an existential threat to the school today.

As such, the circumstances in which HCCTS finds itself today meets all five elements required for application of equitable estoppel of CDE's Determination. CDE cannot therefore collect the penalty of $178,965,128 because to do so would violate principles of equity and fairness applicable to administrative agency.

VIII. Conclusion

HCCTS is already seating a new Board of Directors, has changed its administrative leadership, laid off more than 600 teachers and staff based on the Auditor's findings that they did not meet required qualifications, and implemented even stricter attendance tracking and new fiscal policies to ensure the school meets the new bar of compliance set by the State Audit. Nonetheless, CDE has acted without providing HCCTS any opportunity to demonstrate their efforts to remediate any issues identified by the State Auditor—an opportunity which HCCTS, and most importantly its students, deserve. For the foregoing reasons, HCCTS respectfully requests that pursuant to Education Code section 41344.1, subdivision (d)(3), this body vacate the Determination issued by CDE and waive the $178,965,128 penalty associated with Finding 2024-106.

Sincerely,
LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

ERIN SIMONITCH
ATTORNEY AT LAW

EXHIBIT X

Highlands CICA - EAAP Request for Formal Appeal

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

SEPTEMBER 29, 2025

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Mary C. Kelly, Executive Officer
Education Audit Appeals Panel
770 L Street, Suite 1100
Sacramento, California 95814

Re: Request for Formal Appeal of California Innovative Career Academy Audit Report

Dear Ms. Kelly:

Our office serves as legal counsel for Highlands Community Charter and Technical Schools ("CICA" or the "School"), a nonprofit public benefit corporation operating Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"). Pursuant to Education Code section 41344.1(d)(2), CICA respectfully requests a formal appeal of a determination by California Department of Education ("CDE" or the "Department") provided by letter dated June 30, 2025. ("Determination," attached hereto as **Exhibit A**.)

The Determination requires ADA revisions for three school years and the disallowance of $7,485,445 for past apportionment to CICA. In the letter, CDE appears to implicitly adopt or incorporate findings ("Audit Findings") contained in State Audit Report 2024-106 (the "State Audit Report" or "Report" attached hereto as **Exhibit B**). The School requests an appeal on the grounds that it has substantially complied with all legal requirements, has already fully or partially revised its ADA for the 2022-2023 and 2023-2024 fiscal years in a good faith effort of compliance, and has already begun repayment of a total adjustment which exceeds the total dollar amount of the Determination. Therefore (1) the School substantially complied with Education Code Section 51747(c); (2) the School acted in good faith to comply with Education Code Section 51747(b) and any noncompliance was inadvertent; and (3) despite the School's substantial compliance, the audit report and Determination erroneously made findings of disallowance based on nonstandard calculations without accounting for CICA's recent prior year ADA revisions.

FILING DEADLINE

Under Education Code section 41344, subdivision (d), within 60 days of the date on which a local educational agency ("LEA"), such as a charter school, receives a final audit report resulting from an audit or review of all or any part of its operations, the LEA may appeal a finding contained in the final report by submitting a request to the Education Audit Appeals Panel (the "EAAP"). CDE's Determination adopted the receipt of the State Audit Report as the beginning of the formal

appeal period. Based on this timeline, the School has until August 22, 2025, to appeal the audit findings. Because this formal appeal request is made on August 22, 2025, and is made within the sixty (60) day timeline, it is a timely appeal.

STANDARD OF REVIEW

This request for formal appeal is being submitted in accordance with Education Code Section 41344, subdivision (d), which allows for a formal appeal of audit exceptions if the School believes in good faith that it was in substantial compliance with all legal requirements. "Substantial compliance" is defined by Education Code Section 41344.1, subdivision (c) as "nearly complete satisfaction of all material requirements of a funding program that provide an educational benefit substantially consistent with the program's purpose." The Section goes on to state that "inadvertent noncompliance may be grounds for a finding of substantial compliance provided that the local educational agency can demonstrate it acted in good faith to comply with the conditions established in law or regulation necessary for apportionment of funding." Pursuant to Section 41344(c), if the EAAP makes a finding of substantial compliance, the EAAP has the authority to waive or reduce any reimbursement or penalty related to an audit finding.

BACKGROUND

CICA is a California nonprofit public benefit corporation that operates CICA as an all-adult, non-classroom-based K–12 charter school authorized by Twin Rivers Unified School District ("TRUSD"). CICA, opened in August 2019, provides independent study-based instruction to adults 22 years or older who do not have a U.S. high school diploma.

HCCTS operates CICA in an exclusive partnership with the federal Workforce Innovation and Opportunity Act ("WIOA"). As such, Education Code section 47612.1, subdivision (a)(1), grants CICA an exemption from requirements normally imposed upon ordinary K-12 public schools. CICA students are, by definition, exclusively adults with a need for K-12 education as a result of their life circumstances. Historically, many teachers at CICA and its sister in-classroom program at Highlands possessed only an adult education teaching credential issued by the California Commission on Teacher Credentialing. CDE and TRUSD had reason to know and never objected to this policy and practice consistently certifying CICA's apportionments since its opening in 2019.

Through its unique learning programs, CICA provides a needed service for students that lose out in school district funding priorities. Traditional adult education classes are non-existent in many parts of the state, including the greater Sacramento area where CICA operates, because the funding rate is too low for school districts to offer good programs that provide strong support to students. CICA also offers vocational programs to assist immigrants and other students in gaining entry-level jobs from which they can build greater economic stability and a better future. Improving the economic future of disadvantaged adult students strengthens California's overall economy, resilience, and helps alleviate strain on the state's social safety net.

On April 25, 2024, the Joint Legislative Audit Committee directed the State Auditor ("Auditor") to investigate CICA's unique education programs for underserved adult students, including English Learners, immigrants, and students who fell through the cracks during their

elementary and high school years in district public schools. (**See Exhibit C.**) The Auditor's conclusions apply a legal standard that moves the goalposts for compliance beyond the affirmative obligations and express requirements of law, threatening the School's survival as well as putting undue political pressure on the District, Sacramento County Office of Education ("SCOE") and the CDE. The Auditor did not consider CICA's recent ADA revisions or take these into account when publishing its findings.

Specifically, the Auditor alleged that California Innovative Career Academy misreported attendance for the 2021-22 through 2023-24 fiscal years and exceeded the maximum allowable independent study ratio resulting in a total disallowance of $7,442,394. At the same time, the State Audit Report itself stated that "We do not recommend that Highlands be fined…" (**Exh. B,** p. 143.) Indeed, even former whistleblower employees who discussed concerns with the media and publicly with CICA's Board of Directors have stated that they do not want the school to close. Yet, due to the State Audit Report and resulting remediation measures, CICA has significantly decreased the number of students that it can currently serve through its independent study program at CICA, forcing the School to waitlist thousands of students seeking enrollment. These students will suffer the brunt of CDE's punitive action through loss of educational opportunity and loss of eligibility for education-related benefits programs.

CICA is already seating a new Board of Directors, has changed its administrative leadership, laid off more than 600 teachers and staff in an effort to ensure compliance with the newly applied credentialing standards, and implemented even stricter attendance tracking and new fiscal policies as recommended by the State Auditor. Nonetheless, CDE has acted without providing any opportunity for the School to demonstrate their efforts to comply with the recommendations of the Report, including CICA's initiation of a substantial ADA adjustment based on revised ADA for prior years.

BASIS OF APPEAL

The EAAP should waive the reimbursement for the audit penalty for the following reasons:

1. The School Substantially Complied with All Applicable Funding Requirements.

Pursuant to Education Code Section 41344(d), a local educational agency may appeal a finding in a final audit report if the agency "believes in good faith that it was in substantial compliance with all legal requirements." And while "compliance with all legal requirements is a condition of the state's obligations to make apportionments[,]" Education Code Section 41344.1(c) provides that "[a] condition may be deemed satisfied if the [Education Audit Appeals Panel] finds there has been compliance or substantial compliance with all legal requirements. "Substantial compliance" means nearly complete satisfaction of all material requirements of a funding program that provide an educational benefit substantially consistent with the program's purpose. A minor or inadvertent noncompliance may be grounds for a finding of substantial compliance provided that the local educational agency can demonstrate that it acted in good faith to comply with the conditions established in law or regulation necessary for apportionment of funding. The [Education Audit Appeals Panel] may further define "substantial compliance" by issuing regulations or through adjudicative opinions, or both." Here, the EAAP has not further defined "substantial compliance" by regulation or adjudicative opinion.

CICA can demonstrate good faith and substantial compliance with extensive documentation of attendance tracking during the school years at issue, along with logs showing consistent accountability and enforcement measures for students with poor attendance, as well as remedial compliance actions taken going forward for any inadvertent noncompliance. Moreover, the State Audit Report's findings that CICA did not meet credentialing standards for in-classroom instruction do not accurately reflect legal requirements, because California law does not prohibit individuals with an Adult Education Teaching Credential from teaching classes organized primarily for adults, regardless of whether or not those classes take place at a K-12 charter school.

Because CDE's Determination does not state the basis of its withholding calculation, the School refers to Appendix C of the State Audit Report to determine the basis for CDE's findings. (Exhibit B, Appendix C, p. 91.) The State Audit Report found categories of disallowed funding for CICA based on the following categories of alleged violation:

Excluding days of student attendance:

FY 2021-2022: $954,804

FY 2022-2023: $1,329,935

FY 2023-2024: ($408,749)[1]

Total disallowed: $1,875,990

Incomplete attendance documentation for nonclassroom-based instruction:

FY 2022-2023: $7,370[2]

Improper student to teacher ratios for independent study:

FY 2023-2024: $5,559,034

This adds up to $7,442,394 in total, yet CDE determined the School owed $7,485,445.[3] In total, the State Audit report assessed that CICA received $1,883,360 in disallowed funds for attendance misreporting and $5,559,034 for improper student to teacher ratios. The total disallowance found for each fiscal year is as follows:

FY 2021-2022: $954,804

FY 2022-2023: $1,329,935

FY 2023-2024: $5,150,285

[1] The State Audit Report provides, "We found that CICA undereported [sic] its ADA for fiscal year 2023–24, therefore this amount is not disallowed but nevertheless factored into the total amount based on our findings."
[2] Based on one student with missing documentation out of 30 reviewed.
[3] It is unclear what basis CDE found for assessing an additional $43,051, as this amount does not appear anywhere in the audit report, nor does the Determination letter explain this discrepancy.

In several categories, the Auditor based its ADA reductions on isolated issues with attendance documentation and credentialing. In the former case, the Auditor reviewed 30 student records and found a single error in documentation. Here, in 29 out of 30 records reviewed, the Auditor found CICA in full compliance – 96.67% compliance. In the latter case, the Auditor reviewed five teacher records and found one who had not renewed an existing credential – 80% compliance. Moreover, the Auditor based its credentialing findings on guidelines that the California Teaching Commission ("CTC") only released in May of 2025, applying these updated standards retroactively to the years covered by its Report. (**Exhibit B,** p. 37.)

As noted by the Auditor, CICA believed that the school had adhered to student to teacher ratio requirements in FY 2023-2024. (Exhibit B, p. 38.) The Auditor, however, recalculated the ratio and determined that CICA's student-to-teacher ratio was 28:1. It is unclear whether the Auditor based this calculation on its finding that an adult education credential was not an appropriate credential for teachers at CICA, which only served adult students.

Education Code section 51745.6, subdivision (a)(2) provides that for county-run independent study programs, the ratio "shall not exceed the equivalent prior year ratio of average daily attendance to full-time equivalent certificated employees for all other educational programs operated by the high school or unified school district with the largest average daily attendance of pupils in that county or the collectively bargained alternative ratio used by that high school or unified school district in the prior year." (Emphasis added.) The Auditor did not determine or include information about the ratio of the largest high school or unified school district in the county. Subdivision (d) provides that charter schools *may* instead use a fixed ratio of 25:1.

The Report acknowledged that the statute provides multiple standards for student-to-teacher ratios, including "the student-to-teacher ratio of the largest unified school district in the county or counties in which they operate," the ratio "negotiated in a collective bargaining agreement," a fixed ratio of 25:1, or a ratio of less than 25 students per teacher. (Exhibit B, p 39.) In other words, if the School met one of these conditions, it complied with the provisions of Education Code section 51745.6.

The largest unified school district in Sacramento County, where CICA operates, is Elk Grove Unified School District (EGUSD).[4] Elk Grove Unified School District's bargaining agreement in place from July 1, 2022 through June 30, 2024 specifies that "[t]he hiring ratio of grades K-6 shall be at most 28:1" and "[t]he hiring ratio of grades 7-12 shall be at most 32:1."[5] In other words, CICA in fact complied with applicable conditions of the 51745.6 statutory standard even if it maintained a ratio of 28:1, because this ratio matched the ratio for K-12 education set forth in the bargaining agreement for the largest school district in CICA's county of operation.

Nonetheless, even if the Auditor's application of the class size ratio requirements were correct, CICA can demonstrate substantial compliance with the requirements for independent

[4] Official CDE Data and Statistics, Largest & Smallest Public School Districts - Accessing Educational Data (CA Dept of Education), accessed August 21, 2025.
[5] Official EGUSD Website, EGEA - Collective Bargaining Agreement (July 1, 2022 - June 30, 2024), Articles 14.101 and 14.201.

study programs based on the School's revision of ADA and repayment of apportionments exceeding the amount assessed by CDE's letter for the three fiscal years at issue.

According to the School's records, as of June 2025, CICA has repaid a total of $233,796.00 through LCFF withholdings after revising their prior year ADA. **(See Exhibit D.)** In total, CICA's ADA revisions will result in an adjustment totaling $16,819,816 of disallowed funds based on attendance reporting and teacher to student ratios, more than twice the amount assessed in CDE's letter for all three fiscal years at issue. CDE has notified CICA that these revisions would result in future withholdings. **(See Exhibit E.)** CICA's ADA revisions were based on notes from auditors, CDE's IS Ratio Worksheet, and exclusion based on credentialing issues. (**See Exhibit F**.) CICA submitted the revisions after receiving appropriate oversight and review by CICA's authorizer, Twin Rivers Unified School District. (**See Exhibit G.**)

It does not appear that the CDE's Determination or the State Audit Report's published disallowance calculations took these ADA revisions or the amounts paid back through LCFF withholdings into account when CDE issued its June 30, 2025, letter. The State Audit makes no mention of these recent withholdings, and the letter contains no mention of whether CDE considered the latest ADA revisions by CICA. On information and belief, CDE performed no independent analysis or review of the State Auditor's findings prior to issuing the Determination.

Therefore, CICA can demonstrate substantial complied with the requirements of Education Code sections 51745.6 and 47612.5, subdivision (b). Following CICA's revisions, CDE has already begun to collect the disallowed funds – in fact, it will withhold far more than the amount in the Determination based on CICA's self-audited adjustments. EAAP's authorizing statutes specify that if CICA has satisfied the conditions of substantial compliance set forth in section 41344.1, subdivision (d)(3), EAAP should accordingly waive or reduce the assessed penalty. For these reasons, pursuant to Education Code section 41344.1(c), CDE must waive the $7,485,445 penalty assessed based on Finding 2024-106.

2. The School Acted in Good Faith to Comply with the Requirements of the Education Code and any Noncompliance was Inadvertent.

Education Code section 41344.1, subdivision (c), provides that "[a] minor or inadvertent noncompliance may be grounds for a finding of substantial compliance provided that the local educational agency can demonstrate it acted in good faith to comply with the conditions established in law or regulation necessary for apportionment of funding." While no published authorities have addressed the specific definition of "good faith" in the context of compliance for apportionment purposes, the published policies pertaining to attendance, the training programs for employees, the orientation program descriptions of attendance expectations, and the substantial number of follow up communications with students certainly demonstrate that the school operated in good faith.

CICA has extensive documentary evidence to show that it "acted in good faith" to completely satisfied "all material requirements of a funding program that provide an educational benefit substantially consistent with the program's purpose." In this regard, CICA incorporates by reference all the arguments set forth above. School administrators at the time complied with the applicable regulatory scheme to the best of its ability, but lacked clear, adequate notice of the

requirements which CDE now seeks to enforce after the fact as the result of the State Audit. As noted above, the agency has not previously nor now provided guidance as to what they must demonstrate to ensure compliance beyond their policies and procedures requiring attendance.

Education Code section 41344.1, subdivision (c) requires that the LEA seeking a finding of substantial compliance only demonstrate that the noncompliance is minor *or* inadvertent (see, e.g., *Rubio v. Superior Court* (2016) 244 Cal.App.4th 459, 473 [when used in a statute, the word "or" indicates an intention to designate separate, disjunctive categories].) Because CICA's actions involved no intentionality or exercise of will by CICA, the noncompliance was certainly "inadvertent." (*Heritage Residential Care, Inc. v. Division of Labor Standards Enforcement* (2011) 192 Cal.App.4th 75, 83 ["As dictionary definitions reflect, the ordinary meaning of inadvertent is unintentional or not deliberate."].)

In making its findings regarding credentialling, the State Auditor acknowledged that "a lack of published guidance from CTC left both Highlands and Twin Rivers unaware that adult education credentials are not appropriate within K–12 settings, even for an adult-serving K–12 school." (Exhibit B, p. 36.) In other words, the Auditor found that the School's noncompliance with credentialling requirements was unknowing and inadvertent due to the lack of published guidance from CTC.

Here, CICA took deliberate and proactive steps, as discussed above, to revise its ADA and repay any disallowed amount. Moreover, any deviation by CICA from requirements for student attendance and class size ratio was inadvertent on the school's part, and the panel should find that CICA was in substantial compliance with the relevant laws. CICA hereby requests a finding that CICA has satisfied the conditions of substantial compliance set forth in section 41344.1, subdivision (d)(3). Because the School complied substantially and in good faith with the requirements of the Education Code and the information provided by its regulatory agencies prior to the publishing of the State Audit Report, CDE must waive the $7,485,445 penalty based on Finding 2024-106, pursuant to Education Code section 41344.1.

3. CICA Needs No "Other Remedial Measures" to Induce Full Compliance.

As seen in the above-cited language, this body can waive an audit penalty pursuant to Education Code section 41344.1, if, *inter alia*, this body finds that "other remedial measures are sufficient to induce full compliance in the future." Here, this requirement is clearly satisfied, as CICA has already enacted multiple remedial measures to ensure full compliance and will ultimately face withholding of more prior year funding than the Auditor found CICA owed.

These measures include the resignation of a majority of its Board of Directors pending seating of a new Board, appointing a new Executive Director/CEO with extensive experience in school management, hiring a new Chief Academic Officer and Chief Operations Officer to implement a complete reorganization of its offered programs to ensure its non-classroom based instruction meets ADA standards, a layoff of approximately 600 staff including approximately 120 teachers based on the Commission on Teacher Credentialing's interpretation of credentialing standards[6],

[6] HCCTS disputes the CTC's position that an Adult Education Teaching Credential may not be used to teach adults at a K-12 charter school, an apparent underground regulation unsupported by the law. However, HCCTS has followed the guidance of the CTC on this in the interim as it contests this issue.

and adoption of 125 new board policies governing nearly every aspect of its operations. This includes efforts to meet all recommendations of the State Audit Report, such as:

Student-to-Teacher Ratio

- Revised ADA proactively and entered a payment plan with CDE.
- Initiated withholding of $16,819,816 via LCFF funding based on revised ADA.

Instructional Minutes Policies

- Developed a board policy that mandates a 20-day attendance calendar.
- Filed corrections for prior years' ADA, which was based on incorrect data entry.
- Contracted with Charter Impact to ensure accurate ADA recalculations and reporting.
- Drafted Attendance SOP for the 2025-2026 school year, outlining CDE reporting process.
- Developed a new calendar that aligns with CDE 20-day attendance guidelines.

Attendance Recordkeeping Policies

- Adopted mandatory three-year retention of digital and paper attendance records.[7]
- Hired CBO and staff to oversee regular audits of digital and paper attendance records.
- Trained staff in procedures for accurate documentation.
- Established internal audit schedule to ensure accuracy and integrity of attendance records.

Orientation

- Informs both students and employees about attendance requirements during new student orientation and professional development.

CICA students include Afghan and Ukrainian refugees and other immigrants who, despite having legal status in the U.S., face the threat of removal due to increasingly aggressive immigration policies. Even before the political threats to their legal status escalated, these students struggled with challenges such as significant trauma and violence in their home countries, poverty, lack of job skills, and lack of educational opportunity. Other student groups served by CICA include survivors of childhood violence or abuse that disrupted their K-12 education, students with cognitive learning disabilities such as ADHD who did not receive adequate services in traditional schools, English learners, single parents, and homeless adults.

Each of these student populations has significant unique needs and face barriers that make effective service provision difficult. Those same needs often limit their ability to understand and navigate strict or arbitrary procedural rules, including policies that do not allow for the multiple demands of adult life, such as family caregiving, mental health challenges, or inconsistent or unpredictable work schedules.

[7] Publicly available at https://hccts.diligent.community/home/policies/policydoc/85846f42-a3ce-46ae-a3dc-6e453a5be57d, retrieved July 24, 2025.

The student community is not at fault for the alleged deficiencies found by the State Audit Report, but they will suffer the most if CDE's unnecessary remedial measures lead to CICA's closure. Moreover, based on its audit history and the continued certification of its ADA reporting, the School in good faith believed that its independent study program and attendance procedures were legally compliant.

Accordingly, no "other remedial measures" are warranted here. CICA satisfied the conditions of substantial compliance set forth in section 41344.1, subdivision (d) and accordingly, CDE must reverse the $7,485,445 penalty assessed against CICA, pursuant to Education Code section 41344.1(c).

4. CDE's Determination Relied on Audit Findings Erroneous in Fact and Law

CICA specifically asserts that the Determination and the underlying findings contained in the State Audit Report are not supported by substantial evidence and are based on mistakes of law and fact. The Determination seems based entirely on the findings and conclusions of the State Audit Report, which did not consider CICA's currently scheduled payments by withholding for ADA revisions accepted by CDE during the 2024-2025 fiscal year. The amount assessed by the Determination does not even match the amounts described in the Audit Report's findings (**Exhibit B**, Appendix C, p. 91.) The Determination does not explain this discrepancy, nor the calculation used to arrive at this new amount.

Moreover, it appears that the State Auditor failed to correctly apply the statutory standards for student-to-teacher ratios when it found that CICA exceeded a 25:1 student-to-teacher ratio. (**Exhibit B**, p. 38.) As described above, the Auditor ignored applicable conditions of compliance under Education Code section 51745.6 when it applied the fixed 25:1 ratio without making any effort to determine the student-to-teacher ratio of the largest unified school district in which CICA operates. (*Ibid*.)

CDE made no findings of its own prior to adopting the State Audit Report's findings and did not consider the School's repayment efforts over the current year when it issued its Determination. As a result, the Determination, if not corrected or waived, will potentially lead to duplicative withholding by CDE when CICA has already gone beyond CDE's requirements with its ADA revisions. The School hereby requests the panel waive the $7,485,445 penalty assessed against CICA based on State Audit Report Finding 2024-106, pursuant to Education Code section 41344.1(c), because CICA substantially complied with its statutory obligations to correct and repay any disallowed apportionment, and CDE failed to consider the prior year revisions already submitted by CICA when it issued its Determination.

5. The CDE Exceeded Its Statutory Authority When It Imposed Penalties Without Review and Certification by the Controller.

According to the express language of Education Code section 41344, the state can only seek repayment from a local educational agency, including a charter school, based on reported average daily attendance. The statute sets forth the calculation of the penalty as follows:

> "**In calculating a disallowed amount, the Controller shall determine the total amount of overpayment** received by the local educational agency **on the basis of average daily attendance, or other data, reported by the local educational agency that did not comply with one or more statutory or regulatory requirements** that are conditions of apportionment." (Ed. Code § 41344, subd. (a)(1).)

The Controller has made no such determination here, and the conclusions of the State Audit Report do not on their own support withholding of funding. The State Auditor did not publish the underlying data or calculations it used to arrive at its final exception. Because the Report does not include the actual disallowed ADA in its findings, CDE apparently back-calculated the ADA reductions set forth in its letter from the dollar amounts listed in the audit report, dividing the dollar amounts by the per-ADA value for each category in their Penalty Calculator.[8] Yet, the Penalty Calculator is intended for use in determining the cost in dollars of an ADA exception, and does not provide a calculator for finding ADA reductions from a total dollar amount..[9]

For the reasons stated above and herein, CDE based its Determination on errors of fact and errors of law when it acted on the findings in the State Audit, amounting to an arbitrary and capricious penalty. Therefore, EAAP must direct CDE to waive $7,485,445 penalty assessed against CICA based on State Audit Report Finding 2024-106.

6. The Report Is Not an "Audit or Review" for the Purposes of Apportionment or Review Because the State Auditor Is Not an Agency Governed by the APA.

Subdivision (e)(1) defines the type of audit or review which triggers reductions in prior year apportionments: "As used in this section, "audit or review" means an audit conducted by the Controller's office, an annual audit conducted by a certified public accountant or a public accounting firm pursuant to Section 41020, and an audit or review conducted by a governmental agency that provided the local educational agency with an opportunity to provide a written response." Education Code 41344.1, subdivision (b), further sets forth that the panel shall consider audit appeals "pursuant to the administrative adjudication provisions of the Administrative Procedure Act … Chapter 4.5 (commencing with section 11400) and Chapter 5 (commencing with Section 11500…)." The State Auditor is specifically excepted by the APA's definition of an "agency" and therefore, the State Audit Report does not satisfy the statutory requirements to support a reduction of past apportionments or allow for EAAP jurisdiction.

The statutes establishing the State Auditor's Office (previously the Bureau of State Audits) clearly state that the legislature intended the office to wield independent review powers over state agencies like the California Department of Education ("CDE") and EAAP itself, as well as local agencies and recipients, "free of organizational impairments to independence…independent of the executive branch and legislative control." (Gov. Code § 8543, subd. (a).) As such, the State Auditor

[8] Official CDE Website, Penalty Calculators - Local Educational Agency Annual Audits (CA Dept of Education), accessed August 21, 2025.
[9] To quote CDE's public guidance at the top of its Penalty Calculator website page, "LEA penalty calculators are used to calculate *the estimated cost* of an audit finding..."

operates under the Milton Marks "Little Hoover" Commission on California State Government Organization and Economy, outside the administrative structure of the executive branch.[10] (*Ibid.*)

The Governor appoints the Auditor from a panel of three candidates nominated by the Joint Legislative Audit Committee, rather than the normal political appointment process. (Gov. Code § 8543.2.) The EAAP's authority derives in part from the Administrative Procedure Act ("APA"), and the APA does not apply to the State Audit under Chapter 5 of the APA.[11] The State Audit is not an adjudicative proceeding under Government Code section 11405.20 (Chapter 4.5, Article 2 of the APA) and section 11501, subdivision (b).

Education Code section § 41344.1, subd. (a) establishes that EAAP is an administrative and thus executive branch entity which may "consider audit appeals pursuant to the administrative adjudication provisions of the Administrative Procedure Act." While the State Auditor has never audited EAAP itself, the scope of the State Auditors' review powers and its express independence from "executive and legislative control" may preclude EAAP jurisdiction to review the Auditor's findings even under a broad reading of the EAAP's jurisdiction. In fact, allowing EAAP jurisdiction over State Audit findings related to apportionment might arguably be improper or contrary to legislative intent.

In contrast to the normal process for annual audits reviewable by the Education Audit Appeal Panel, the Controller has not certified the State Audit's findings or at least has not provided any such certification to CICA. The Determination's failure to account for prior year adjustments made in the current fiscal year demonstrates why this step is crucial. If CICA has already willingly paid back more through the apportionment process than the total exception found for CICA in the Audit Report, then CICA should not be subject to additional penalty by withholding. CICA hereby requests that EAAP vacate the imposed penalty described in CDE's letter of June 30, 2025, because CDE exceeded its statutory authority by failing to account for prior withholding and adjusting apportionments without reviewing CICA's current revised ADA reporting or seeking certification by the State Controller.

7. CDE's Letter Fails to Provide Administrative Due Process

CDE's letter does not meet administrative due process standards because it does not provide adequate notice or substantial evidence to support the penalty imposed, and because the agency did not expressly adopt any findings in the State Audit, identify the specific findings on which it based its determination that CICA did not meet funding conditions, make any specific findings of its own, provide CICA an opportunity for a written response, or consider the extensive remedial actions already taken or planned by CICA.

CICA further requests a finding that the Determination has no basis in an "audit or review" under the meaning of the statute because CDE did not investigate and make its own findings as recommended by the State Auditor. Moreover, the Determination does not fulfill statutory

[10] The Little Hoover Commission is a legislative joint committee "constituted and acting as an investigating committee" with the "powers and duties imposed on such committees by the Joint Rules of the Senate and Assembly." (Gov. Code § 8504.)
[11] APA Chapter 4.5 applies to "any agency as determined by the statutes relating to that agency" or to adjudicative proceedings of agencies, "except as otherwise provided by statute."

requirements or provide due process, such as adequate notice of violations found or opportunity to correct violations prior to assessment of a penalty. Indeed, CDE's letter does not reflect the same amount of disallowance reflected in the State Audit Report's findings but does not make any explanation of the discrepancy.

The California Supreme Court has held that the requirements of due process extend to administrative adjudications affecting charter schools. (*Today's Fresh Start, Inc. v. Los Angeles County Office of Education* (2013) 57 Cal.4th 197, 214.) Due process requires reasonable notice before governmental action may deprive an individual of a significant property interest. (*Bergeron v. Department of Health Services*, 71 Cal. App. 4th 17, 23.) Adequate notice must give fair notice of conduct forbidden and required; specifically, "[i]n the administrative law context, the failure to give fair notice to a regulated entity of what is forbidden or required justifies vacating the imposed punishment resulting from the alleged violation of a regulation." (*Kerman Telephone Co. v. Public Utilities Com.* (2023) 94 Cal.App.5th 920, 931-932.). "More specifically in the administrative context, the Due Process Clause requires that agencies bringing an enforcement action 'provide,' through written guidance, regulations, or other activity, 'a person of ordinary intelligence fair notice of' what is prohibited or required." (*Id.* at 932, citing *F.C.C. v. Fox Television Stations* (2012) 567 U.S. 239, 253.)

"No matter the type of law an agency is enforcing, regulated parties are always entitled to fair notice of what is prohibited or required before they can be punished for a violation." (*Kerman Telephone Co. v Public Utilities Com., supra* at 94 Cal.App.5th, 932 [holding that failing to provide express notice of what constitutes a violation does not meet due process requirements].) Here, CDE's Determination provides vague and conclusory justifications as a basis for its extraordinary punitive action. **(Exh. A.)** It does not mention whether it in fact found that CICA violated any law or indeed what laws or conditions of funding CICA failed to satisfy, whether it found CICA has failed to address the State Auditor's findings, or any other specific justification. (*Id.*) It also failed to provide clear guidance in the first instance, which could have prevented this issue altogether.

The lack of specific findings or statutory violations to support CDE's action make it difficult to effectively appeal the decision. Without clear findings or legal authority, the Determination effectively denies CICA a meaningful opportunity to fully understand, appeal, or remediate compliance issues which the Department has identified as areas of special concern. In other words, CDE's lack of clear findings, omission of any statutory authority for collecting repayment of apportionment based on findings in a State Audit Report, and inadequate notice violate the school's right to procedural due process.

Crucially, CICA did not have fair and adequate notice of what CDE required in this situation to avoid a massive penalty prior to receiving the Determination. The CDE knew of CICA's unique position as an adult school serving students who sought a K-12 education because the School's charter was filed with CDE upon approval by the District. CDE knew of CICA's unique model for reaching an adult student population to whom mandatory attendance does not apply and certified its funding year after year without notifying CICA of additional compliance conditions, even after requesting substantial documentation of CICA's policies on these and other issues mentioned in the State Audit Report.

The findings of the State Audit Report do not provide this notice because it expands in an ex post facto fashion the required conditions of funding beyond the plain and previously understood meaning of statutory requirements that CICA "offer" instructional hours and "require" attendance. (**Exh. B,** p. 13.) Indeed, the Auditor seemed to hold CICA accountable for a burden of proof beyond a reasonable doubt that ADA attendance matched actual attendance, reaching far beyond the ordinary standards of practice for adult learning or for charter schools in an area lacking clear statutory guidance because of the unique nature of CICA's student body. (**Exh. B,** p.18.) For example, the Auditor stated that it based its finding on observations that the school's paper and electronic records did not match—a type of documentary proof not required by any law or statute—despite acknowledging that the school's electronic attendance satisfied the statutory requirement. (*Id.*)

The CDE's letter likewise provides no guidance to CICA as to how it may avoid fatal penalties for past or indeed future compliance requirements. (**Exh. A.**) The letter does not merely omit clear findings of fact—it provides no citation to statutory authority to justify its demand for repayment of prior apportionments. (*Id.*) Nor does it cite any statute or regulations with which CICA has failed to comply, let alone what the school must do to achieve full compliance. (*Id.*)

Because the CDE's letter lacks specific findings to support its action, identifies no statutory authority or violations, fails to provide adequate notice of what it requires of CICA, and provides no opportunity for corrective action to avoid the massive penalty, its apportionment adjustment does not meet procedural due process requirements for adverse action by an administrative agency. On its face, the lack of adequate notice denies CICA an opportunity for a fair appeal.

CDE's failure to investigate, make specific findings of fact, cite the statutory basis for the alleged violations and penalties, and provide CICA an opportunity to demonstrate compliance before imposing a penalty, constitutes a violation of administrative due process protections and does not even follow the recommendations of the State Auditor. CICA therefore requests that EAAP determine that the CDE exceeded its authority in assessing an unsupported, unreviewed penalty against CICA without providing sufficient information regarding the basis for its decision. CICA further requests that EAAP direct the agency to reverse its decision on the grounds that CICA substantially complied with the legal requirements at issue.

8. The CDE Is Estopped from Collecting Penalties Based on Equitable Principles.

Even if EAAP finds that CDE acted within its authority, that the State Audit Report made no mistakes of fact or law, and that CDE properly used the State Audit Report's findings in its determination, the penalty assessed by the Superintendent should be estopped based on equitable principles in the interest of justice. The doctrine of estoppel states that a penalty imposed by a public agency will not be upheld if the agency knew the facts, the agency intended the other party to rely on its conduct or acted such that the other party reasonably believed as much, the other party did not know the true facts, the other party relied on the agency's conduct to its detriment, and the agency's action would result in substantial injustice against the public interest.

The California Supreme Court, in *Lentz v. McMahon* (1989) 49 Cal.3d 393, concluded that equitable estoppel applied in the context of administrative hearings. In *Lentz*, citing *Canfield v. Prod* (1977) 67 Cal. App. 3d 722 and *Long Beach v. Mansell* [(1970) 3 Cal. 3d 462], the Supreme

Court stated the four basic elements of estoppel: (**1) the party to be estopped must be apprised of the facts; (2) he must intend that his conduct shall be acted upon, or must so act that the party asserting the estoppel had a right to believe it was so intended; (3) the other party must be ignorant of the true state of facts; and (4) he must rely upon the conduct to his injury.**

In *Mansell*, *supra*, 3 Cal 3d 462, the court adopted a fifth element for estoppel of government agencies, which requires the balancing of the injustice of failing to apply equitable estoppel: "The government may be bound by an equitable estoppel in the same manner as a private party when the elements requisite to such estoppel against a private party are present, and, in the considered view of a court of equity, the injustice which would result from a failure to uphold an estoppel is of sufficient dimension to justify any effect upon public interest or policy which would result from the raising of an estoppel."

Strong public interest considerations support the continued operations of CICA. Requiring the repayment of CDE's assessed penalties on top of the ADA revisions made by CICA has already made would place the School in severe financial straits, even though the School has already rectified many of the alleged compliance issues flagged in the State Audit report and has committed to fully addressing the remaining issues. This is a substantial injustice which damages the public interest, including thousands of adult students in historically underserved communities.

Moreover, the School reasonably relied on the guidance and conduct of its oversight agencies, including CDE, which certified CICA's yearly apportionment for both school years now at issue. The School relied on the conduct and approval of CDE—the single state agency tasked with the oversight of public education which received and certified all attendance reports provided through TRUSD, CICA's local authorizing agency—to its detriment and now, potentially its destruction.

Additionally, in 2023, CDE requested documentation of CICA's policies and procedures in response to negative media reports. In response, the School provided extensive records of its policies and procedures to demonstrate its compliance. CDE never provided any follow-up determination or indeed any indication that the records provided did not meet the agency's compliance requirements and made no recommendations regarding ratios, credentialling, or attendance.

CDE, as the single state agency tasked with implementing statutes and regulations related to public education funding, knew or had reason to know what constituted compliance in connection with ADA reporting. CDE also knew or had reason to know CICA's policies and procedures related to the issues addressed in the audit. Knowing this information, CDE acted in a way which reasonably placed the School under the impression that their policies and procedures were compliant. The School had no reason to think otherwise and reasonably believed that CDE found CICA in compliance with all applicable laws and regulations. As a result, it relied on CDE's conduct to its detriment, resulting in an existential threat to CICA's continued operations in the present.

As such, the circumstances in which CICA finds itself today meet all five elements required for application of equitable estoppel of CDE's Determination. CDE cannot therefore collect the

$7,485,445 penalty assessed against CICA based on State Audit Report Finding 2024-106 because to do so would violate principles of equity and fairness applicable to administrative agency.

Conclusion

The School is already seating a new Board of Directors, has changed its administrative leadership, laid off more than 600 teachers and staff based on the Auditor's findings that they did not meet required qualifications, and implemented even stricter attendance tracking and new fiscal policies to ensure the school meets the new bar of compliance set by the State Audit. Nonetheless, CDE failed to provide the School with any advance notice or opportunity to demonstrate its efforts to remediate the issues identified by the State Auditor—an opportunity which CICA, and most importantly its students, deserve. For the foregoing reasons, CICA respectfully requests that pursuant to Education Code section 41344.1 subdivision (d)(3), this body vacate CDE's Determination and waive the $7,485,445 penalty associated with Finding 2024-106.

Sincerely,

LAW OFFICES OF YOUNG,
MINNEY & CORR, LLP

ATTORNEY AT LAW

4922-5344-1888, v. 1

EXHIBIT Y

Attendance Related PowerSchool Logs 2022-2025

	Total # of Logs	# Regarding Attendance
2022-2023	83,608	3,106
2023-2024	125,428	1860
2024-2025	137,766	10060
Total	346,802	15,026

7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Student does not want to continue with our program.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to introduce myself and welcome her to class.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let her know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	She will be back in August.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called student to follow up on CTE program. Student's phone number is out of service. Emailed to check in and notified counselor.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	[redacted]	Re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.

7/11/202	[redacted]	re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/202	[redacted]	re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/202	[redacted]	re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/202	[redacted]	re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/202	[redacted]	Re-Engagement	Called student. Student does not want to continue with our program at the moment. Will transfer out.
7/11/202	[redacted]	Re-Engagement	Called student. No answer, LVM and text. Resent login information.
7/11/202	[redacted]	re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow

7/11/2022	[redacted]	re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/11/2022	[redacted]	re-engagement	Called to let him know we're back from summer break and to remind him of the CASAS test tomorrow.
7/12/2022	[redacted]	Re-Engagement	Called student. No answer, LVM and text. reinforced re-enrollment. Resent student email login information
7/12/2022	[redacted]	Re-Engagement	Called student. No answer. LVM and text. Called emergency contact. Student has been incarcerated.
7/13/2022	[redacted]	Attendance	Student called to let us know that he is unable to come to class due to having a cold. He will be back to class next week once he feels better.
7/14/2022	[redacted]	Re-engagement	Student did not show up for zoom meeting again this week. Student mentioned she was sick, experiencing symptoms and was on her way to the hospital. Let student know I will follow up again next week.
7/14/2022	[redacted]	Re-engagement	Reached out to student to schedule a re-engagement zoom meeting. Student mentioned she'd check her schedule and get back to me. Followed up to confirm. No response.
7/14/2022	[redacted]	Re-engagement	Called and left VM to schedule re-engagement meeting. No response.
7/14/2022	[redacted]	Re-engagement	Called to schedule re-engagement meeting. Student mentioned this week was busy with work. Tentatively scheduled for 7/18 @ 10 AM. Encouraged student to login to complete assignments before then as well.
7/15/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left voice mail to call me back as soon as he can.
7/15/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left voice mail to call me back as soon as he can.
7/15/2022	[redacted]	Re-engagement	The student show up today and she is going to do is too.
7/15/2022	[redacted]	Re-engagement	She will attend her class on July 18 2022, and will do the IS too.
7/15/2022	[redacted]	Re-engagement	The student has new born baby, and she can not attend in class. Next week Monday she will be in Salam to pick up the IS works, and she will request to transfer to CICA.
7/15/2022	[redacted]	Re-engagement	The student is our of State, and she will be back by August 1, 2022.nShe have the IS works, and she is going to bring it as soon as she get back.
7/15/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left voice mail to call me back as soon as he can.
7/15/2022	[redacted]	Not Attending	The student is not interested in attending classes anymore.
7/15/2022	[redacted]	Re-engagement	The student will be in class on July 18 to pick up IS works.
7/15/2022	[redacted]	attendance	Student was on campus 1 time this week. Teacher engaged with student in the hallway. Student responded. Student did not come into class.
7/15/2022	[redacted]	Re-engagement	The student will attend his class July 18, and he is going to do the IS works too.
7/15/2022	[redacted]	Re-Engagement	PC- The student didn't answer. I called the emergency contact but no answer. I left VM.
7/15/2022	[redacted]	Re-engagement	The student will be in class on July 18 to pick up IS works.
7/15/2022	[redacted]	Re-engagement	The student will be in class on July 18 to pick up IS works.
7/15/2022	[redacted]	Re-engagement	I have tried many times, but the student didn't pick my calls.
7/15/2022	[redacted]	Re-engagement	The student didn't take my calls. Also, his contact number and emergency number is the same.
7/15/2022	[redacted]	Re-engagement	She was present today, and she will do the IS works too.
7/15/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM

7/15/2022	[redacted]	Re-engagement	The Student has a new baby, and can not attend the class till August 2022. Her husband will in Salam to pick up the IS works for her today.
7/15/2022	[redacted]	Re-engagement	I called the student, but her daughter took my call, and she said that, her mom will be in class on July 18, 2022. She will do the IS works as well.
7/15/2022	[redacted]	Re-engagement	The student will be back in class by July 25, 2022. She will do the IS too.
7/15/2022	[redacted]	Re-engagement	The student is out side the country, and when the student came back, she will be back in class.
7/15/2022	[redacted]	Re-Engagement	Student will be back to the school on Monday July 18th
7/15/2022	[redacted]	Re-engagement	The student will attend her class on July 18 2022, and will do the IS too
7/15/2022	[redacted]	Re-Engagement	Student interested in CICA Program because he have problems with transportation
7/15/2022	[redacted]	Re-engagement	Met with student on campus and completed Algebra credits. Encouraged student to complete half of English by Monday. Will be moving onto English and Life Science next. Attempting to meet this winter graduation deadline.
7/15/2022	[redacted]	Re-engagement	The student didn't take my calls, but I left a VM to call me back.
7/15/2022	[redacted]	Re-engagement	The Student had medical issue, and she will be back in class on July 18, 2022. She has the works for IS.
7/15/2022	[redacted]	Re-Engagement	Student will come to the school in August because now she is staying home with her kids because of summer break
7/15/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left voice mail to call me back as soon as he can.
7/15/2022	[redacted]	Re-Engagement	Student work schedule is busy and he can't attend school on regular basis
7/15/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left a voice mail.
7/15/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left voice mail to call me back as soon as he can.
7/15/2022	[redacted]	Not Attending	Student has a health issue. She is not attending anymore.
7/15/2022	[redacted]	Re-engagement	The student's contact numbers is not in services.
7/15/2022	[redacted]	Re-engagement	The Student had medical issue, and she will be back in class on July 18, 2022. She has the works for IS.
7/15/2022	[redacted]	Re-engagement	The Student had medical issue, and she will be back in class on July 18, 2022. She has the works for IS.
7/15/2022	[redacted]	Re-engagement	The student will attend her class on July 18 2022, and will do the IS too.
7/15/2022	[redacted]	Re-engagement	The student attended his class today, and he will do the IS works too.
7/15/2022	[redacted]	Re-engagement	The student's contact numbers is not in services.
7/15/2022	[redacted]	Re-engagement	She attended the class today, and she is going to do the IS too.
7/15/2022	[redacted]	Re-Engagement	Student will come to the school today
7/15/2022	[redacted]	Re-Engagement	Student got sick with COVID-19
7/15/2022	[redacted]	Re-engagement	The Student had medical issue, and she will be back in class on July 18, 2022. She has the works for IS.
7/15/2022	[redacted]	Re-engagement	The Student had medical issue, and she will be back in class on July 18, 2022. She has the works for IS.
7/15/2022	[redacted]	Re-engagement	The student will attend her class on July 18 2022, and will do the IS works.
7/15/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM

7/15/2022	[redacted]	Re-engagement	I called the student and he is back in class, and he has the IS works.
7/15/2022	[redacted]	Re-engagement	The student will attend her class on July 18 2022, and will do the IS too.
7/15/2022	[redacted]	Re-engagement	The student is busy doing the IS. As soon as he finish the IS works, he will return it to his teacher.
7/15/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
7/15/2022	[redacted]	Re-engagement	She is back in class, and she has the IS works too.
7/15/2022	[redacted]	Re-engagement	She attended the class today, and she is going to do the IS too.
7/15/2022	[redacted]	Re-Engagement	Student wants to transfer to morning classes. She will come to the school on Monday July 18th
7/15/2022	[redacted]	Re-engagement	The student will attend her class on July 18 2022, and will do the IS too
7/15/2022	[redacted]	Re-engagement	The student will attend her class on July 18 2022, and will do the IS too
7/15/2022	[redacted]	Re-engagement	The student will attend her class on July 18 2022, and will do the IS too.
7/15/2022	[redacted]	Re Engagment	Called 7/15/22 6:04pm re attendance/July IS. No answer. Left voicemail.
7/15/2022	[redacted]	Re-engagement	The Student had medical issue, and she will be back in class on July 18, 2022. She has the works for IS.
7/15/2022	[redacted]	Re-engagement	The student is on summer break till July 18, 2022, and she has the IS Works. She will return the IS packet when she begin attending his class.
7/15/2022	[redacted]	Re-engagement	The student is on summer break till July 18, 2022, and she has the IS Works. She will return the IS packet when she begin attending his class.
7/15/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
7/15/2022	[redacted]	Re-engagment	Called student, no answer. Sent text message. At risk of being unenrolled.
7/15/2022	[redacted]	Re-engagement	I have tried many times, but the student didn't pick my calls.
7/15/2022	[redacted]	Re-engagement	The student had medical issue, and she is back in class now. She will do the IS too.
7/15/2022	[redacted]	Re-engagement	I have tried many times, but the student didn't pick my calls. I left a VM.
7/15/2022	[redacted]	Re-Engagement	Couldn't reach the student. Phone number is not answer. Left TM. Emergency contact is not in service
7/15/2022	[redacted]	Re-engagement	She will attend her class on July 18 2022, and will do the IS too.
7/15/2022	[redacted]	Re-engagement	She didn't take my calls, and I left a voice mail to call me back.
7/15/2022	[redacted]	Re-Engagement	Student will come to the school today July 15th
7/15/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
7/15/2022	[redacted]	Re-engagement	She has full time job now, but she will come to class next week to talk about transfer to PM or CICA. She will pick up the IS works too.
7/15/2022	[redacted]	Re-engagement	The student will attend her class on July 18 2022, and will do the IS too.
7/15/2022	[redacted]	Re-engage	Encouraged student to login into Edmentum. Offered to meet on zoom on Monday @10 to revise coursework and retake mastery tests.
7/15/2022	[redacted]	Re-engagement	Reached out to student to try and get them Re-engaged. Called twice,went straight to VM both times.
7/15/2022	[redacted]	Re-engagement	Couldn't reach the student. Left VM

7/15/2022	[redacted]	Re-engagement	She will attend her class on July 18 2022, and will do the IS too.
7/15/2022		re-engagement	He went to Washington. He will come back to school on Monday.
7/15/2022		Re-engagement	She will attend her class on July 18 2022, and will do the IS too.
7/15/2022		Re-engagement	The student will attend her class on July 18 2022, and will do the IS too.
7/15/2022		Re-engagement	The student will attend her class on July 18 2022, and will do the IS too.
7/15/2022		Re-engagement	The student will attend her class on July 18 2022, and will do the IS too
7/15/2022		Re-engagement	I have tried many times, but the student didn't pick my calls. I left a VM to call me back.
7/15/2022		Re-engagement	She didn't take my calls, and I left a voice mail to call me back.
7/15/2022		Re-Engagement	Couldn't reach the student. Left VM
7/15/2022		Re-Engagement	Couldn't reach the student. Left VM
7/15/2022		Re-Engagement	Called 7/15/22 attendance/July IS. Student plans to return in August. Would like an IS packet for July-will pick up next week.
7/15/2022		Re-engage	Called student, NA. Student texted saying she would call me during her break. Left a message and have not heard back since Monday. Student is aware of risk of being unenrolled. Asked student for English work sample. 6/7 Spoke to student on the phone. Finances were more of a priority for some time. he has a new work schedule and will be able to focus more. He plans to get back on track and graduate this winter. Followed up: 6/13,6/14/,6/16, 7/11. Attended CASAS, have not heard back since. Log entry entered.
7/15/2022		Re-engagment	
7/15/2022		check in/re-engagement	Spoke to student, Says they had been extremely busy with work and family stuff. Says that they will log in and get work done over weekend
7/15/2022		Re-engagement	The student has full time job, and will move to other State. He said, he wont be able to attend any more, so he requested to transfer him out.
7/15/2022		Re-engagement	The student is in other State, and she will be back to Sacramento July 17, and she will be back in class by July 18, 2022. She will do the IS too.
7/15/2022		Re-engagement	The student is on summer break till July 18, 2022, and he already got the IS Works. He will return the IS packet when he start attending his class.
7/15/2022		Re-engagement	She is busy doing the IS, and she will return it to her teacher when she is done.
7/15/2022		Re-engagement	The student will attend her class on July 18 2022, and will do the IS too
7/15/2022		re-engagement	Called student and NA left VM. Did call back an hour later, says that he will log in this weekend and get work done.
7/15/2022		Re-Engagement	Couldn't reach the student. Left VM
7/18/2022		attendance	Her husband said, they are still waiting to get answer about their child care program from county. whenever approved, she will back to school
7/18/2022		Re-engagement	Followed up with the student this morning to check in on health status. She has a blood clot that is traveling to her brain and is still in the hospital. Should be getting released by midweek.
7/18/2022		attendance	The student did not answer his phone.
7/18/2022		attendance	it said (the person your are trying to reach is not answering her phone at the moment)

[redacted]	[redacted]		
7/18/2022		Re-engagement	Reached out to student asking her to return my call when she is off of work. Has not re-engaged since we returned for summer session.
7/18/2022		Engagement	Texted her about logging into Edmentum. Last time was 6/26. And to do 1 Google Assignment for each class.
7/18/2022		attendance	She did not answer her phone.
7/18/2022		Re-engagement	Second attempt. Called, left VM and sent text. No response.
7/18/2022		attendance	She did not answer her phone, but I sent voicemail.
7/18/2022		attendance	I will come to class tomorrow and will sign my IS.
7/18/2022		attendance	I will attend the class on 07/19/2022.
7/18/2022		Attendance	She keeps her kids at home and will back to class on 07/25/2022.
7/18/2022		Attendance	She gave birth and can not participate in the class.
7/18/2022		attendance	She did not answer the phone.
7/18/2022		attendance	She is pregnant in her last month and can not attend the class.
7/18/2022		attendance	My call forwarded to automatic voice mail system.
7/18/2022		Attendance	His fried ([redacted]) answered the phone and said, they will not be able to attend the class, because they go work and are busy all day.
7/18/2022		Attendance	He did not answer the phone,I leave a voicemail.
7/18/2022		Attendance	Student did not answer his phone.
7/18/2022		Attendance	The student is transferred to ARI.
7/18/2022		Re-engagement	Unable to reach student past couple weeks, Called emergency contact. They said that they will speak to the student and have them reach out to the teacher
7/18/2022		Re-engagement	Student was unable to attend zoom meeting scheduled for this morning. She sent a text letting me know her son had an emergency and would get back to me later today.
7/18/2022		Re-engagement	Student has not re-engaged since we returned from break yet. Had been suffering from ongoing health issues and slight depression the last time we spoke. Called and left VM, no response yet.
7/18/2022		Re-Engagement	Called student. No answer. LVM and text.
7/18/2022		Re-engagement	Spoke with student over the phone to welcome her back from her travels. Student sent pictures of work completed in Algebra.
7/18/2022		Re-engagement	Called to re-engage student from summer break. Call forwarded. Left VM and sent text message asking student to return my call.
7/19/2022		July IS/ Re-engagement	Student is returning to school next week 7/25 and will pick up July IS packet for time missed.

7/19/202	[redacted]	Re-Engagement	Called student. No answer. LVM and text. Student has not made any progress and is not engaged. Will transfer out for now.
7/19/202	[redacted]	Attendance	The student transferred to ARI.
7/19/202	[redacted]	Re-engagement	Called student, NA. Left a message for student, informing her that she has been unenrolled and encouraged her to reach out and re-enroll when she is ready.
7/19/202	[redacted]	attendance	Her husband told, she is in Afghanistan now.
7/19/202	[redacted]	attendance	I will back to school tomorrow.
7/19/202	[redacted]	Attendance	She did not answer the phone. i left a voicemail for her.
7/19/202	[redacted]	Attendance	She just had Teeth Operation and waiting for the the doctor order for returning the class. she may return to school next month. (his son said)
7/19/202	[redacted]	Attendance	Could not reach the student. left voicemail.
7/19/202	[redacted]	Attendance	The student was transferred to ARI.
7/19/202	[redacted]	Attendance	Unable to reach the student and his voice mailbox was not setup yet.
7/19/202	[redacted]	Attendance	Could not reach the student and I left voicemail for him.
7/19/202	[redacted]	Attendance	He answered the phone, but he did not speak.
7/19/202	[redacted]	Attendance	Unable to reach the student.
7/19/202	[redacted]	Attendance	He did not answer his phone. i left voicemail.
7/19/202	[redacted]	Attendance	He did not answer his phone.
7/20/202	[redacted]	Re-Engagement	Student has transportation problem. She'll come back soon.
7/20/202	[redacted]	Re-engagement	Attempt #2 called student and left VM. No response.
7/20/202	[redacted]	Attendance	Called student to see why she is absent and we have IS option. She said she got a job and want to attend to evening class.
7/20/202	[redacted]	Absence	Student called to inform us that she has been absent due to a family emergency.
7/20/202	[redacted]	Re-Engagement	Student was busy with her children and she moved to another address.
7/20/202	[redacted]	Re-Engagement	Student was busy with his children and he moved to another address.
7/20/202	[redacted]	Re-Engagement	Student doing good, will try to login to classes more often. Reminded to do weekly check-ins with her teacher and that she is only 55 credits away from completing her credits.
7/20/202	[redacted]	Re-Engagement	The student was sick and he will come back next week.

7/20/2022	[redacted]	Re-Engagement	Student was sick. She will come back next week.
7/20/2022	[redacted]	Attendance	Recently she had a baby and not able to come. I told her about IS. She said she will try to come to get a packet and sign the documents.
7/20/2022	[redacted]	Re-engagement	Called the student, talked to her husband, the student is pregnant and has some medical condition, therefore, she wants to continue online.
7/20/2022	[redacted]	Re-engagement	Attempt #2 at calling student to re-engage. Phone call forwarded to VM. Emailed student and left VM.
7/21/2022	[redacted]	Re-Engagement	In PS student is transferred out but he planning to come to the school on next week
7/21/2022	[redacted]	Re-Engagement	He went on vacation and will return in August.
7/21/2022	[redacted]	Re-engagement	Attempt #2 Called student and left VM. No response. Student engaged in coursework online this week but has not responded to any other form of contact.
7/21/2022	[redacted]	Re-Engagement	In PS student transferred out. Student said he will come to the school tomorrow 07/22/2022
7/21/2022	[redacted]	Re-Engagement	Student is sick. Her husband said he will come to the site to pick up homework for her
7/21/2022	[redacted]	Re-Engagement	Called student regarding him being transferred out, and checking if he was interested in re-enrolling. No answer. Left text message.
7/21/2022	[redacted]	Re-Engagement	Student has transportation problem. He will come back soon.
7/21/2022	[redacted]	Re-Engagement	She won't come back to class anymore.
7/21/2022	[redacted]	Re-Engagement	Student was sick and moved to another address, he will come back next week.
7/21/2022	[redacted]	Re-Engagement	Got call back from student friend. Student left USA and return to Russia
7/21/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
7/21/2022	[redacted]	Re-Engagement	Student said he found another school and wants to be transferred out from Highlands
7/21/2022	[redacted]	Check-in/ Re-Engagement	Called student. Student cannot continue with school at the moment and wants to transfer out. Student will reach back out when she is ready to return.
7/21/2022	[redacted]	Re-Engagement	He was out of state, he will come back next week.
7/21/2022	[redacted]	Attendance	I called the student, I left a voice mail, I followed up with a text message and will call the student back next week.
7/21/2022	[redacted]	Re-Engagement	Student have no time to attend the school and asked to transfer her out
7/21/2022	[redacted]	Re-Engagement	Student was sick and he'll come back soon.
7/21/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow to pick up homework
7/21/2022	[redacted]	Re-engagement	Called, Attempt # 3 student is not accepting calls at this time. Phone is off.
7/21/2022	[redacted]	Re-Engagement	Student will come to the school today or tomorrow
7/21/2022	[redacted]	Re-Engagement	Called student. No answer. Call Forwarded, left text. Called emergency contact (sister) will relay my message. Student is currently in the hospital. Requested LOA.
7/21/2022	[redacted]	Re-engagement	Student reached back out, set a plan to be more consistent on a daily/ weekly basis. Scheduled a follow up for next week.
7/21/2022	[redacted]	Re-engagement	Had a text conversation with student. Schedule his Casas and let him know that if he doesn't get any work done. He will get dropped.
7/21/2022	[redacted]	Re-Engagement	Student will come to the school to pick up homework on next week 07/25-07/29

7/22/2022	[redacted]	Re-engagement	He didn't answer the phone I left voicemail.
7/22/2022	[redacted]	Re-engagement	She will come on Monday to pick the IS.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days he was on leave. Also, he is back to his class normally.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days he was on leave. Also, he is back to his class normally.
7/22/2022	[redacted]	Re-engagement	After I called her, she pick it up her IS works for the month of July 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days he was on leave. Also, he is back to his class normally.
7/22/2022	[redacted]	Re-engagement	She will attend her class on July 18 2022, and will do the IS too. She is back in class now.
7/22/2022	[redacted]	Re-engagement	Didn't answer the Phone.
7/22/2022	[redacted]	Re-Engagement	According to her pregnancy student can't come to class, but she will come back soon.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	The student picked up the IS works for the days he is on leave. Also, she is back in the class.
7/22/2022	[redacted]	Re-engagement	The student is transferred out due to absent days, but she will return by next week back to the class.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the month of July 2022, and the student is back in the class.
7/22/2022	[redacted]	Re-engagement	After I called her, she pick it up her IS works for the month of July 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-Engagement	Student isn't sure about his work schedule, he has plan to come to class regularly.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	the student transferred out due to attendance, but she is going to come back and attend her class next week.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days he was on leave. Also, he is back to his class.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	After call, the student picked up the IS works for the month of July 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days he was on leave. Also, he is back to his class normally.
7/22/2022	[redacted]	Re-engagement	He didn't answer the phone I left voicemail.
7/22/2022	[redacted]	Re-engagement	The student picked up his IS works for the month of July 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days he was on leave, and he is back in his class.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back to her class too.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	The student will do the IS works for the month of July 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	He Will come on Monday to take IS.

7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	He will come on Monday to take IS
7/22/2022	[redacted]	Re-Engagement	Called student's emergency contact. Did not have an updated phone number for Student, but will relay the message.
7/22/2022	[redacted]	Re-engagement	the student transferred out due to attendance, but she is going to come back and attend her class next week.
7/22/2022	[redacted]	Re-engagement	The student transfer out due to absent days, but she told me that she will be back next week.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days he was on leave. Also, he is back to his class.
7/22/2022	[redacted]	Re-engagement	The student picked up the IS works for the days he is on leave.
7/22/2022	[redacted]	Re-engagement	The student didn't take my calls, and due to absent days, she is transferred out in PS.
7/22/2022	[redacted]	Re-engagement	The student picked up her IS works for the month of July 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days that she is on leave for the month of July 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days that she is on leave for the month of July 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days he was on leave. Also, he is back to his class normally.
7/22/2022	[redacted]	Re-engagement	He didn't answer the phone I left voice mail.
7/22/2022	[redacted]	Absence	Unable to reach the student, as he has not responded the phone call.
7/22/2022	[redacted]	Re-engagement	He didn't answer the phone I left voicemail.
7/22/2022	[redacted]	Absence	Students received my phone call, and said to be back to school.
7/22/2022	[redacted]	Re-engagement	She didn't answer the phone I left voicemail.
7/22/2022	[redacted]	Re-engagement	Student has been busy with work. She is unable to login to her chromebook. Submitted a password reset request.
7/22/2022	[redacted]	Re-engagement	She didn't answer the phone I left voicemail.
7/22/2022	[redacted]	Re-engagement	He will come to take IS.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/2022	[redacted]	Absence	Student has not responded to my phone call.
7/22/2022	[redacted]	Re-engagement	The student didn't take my calls.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Absence	Student received my call and said that he is not able to come to school.
7/22/2022	[redacted]	Absence	Student said, he found permanent job, and could not come to school.
7/22/2022	[redacted]	Re-engagement	She didn't Answer The Phone I left voicemail.
7/22/2022	[redacted]	Absence	Unable to reach the student.
7/22/2022	[redacted]	Absence	Student said, he will come to school to take homework for doing IS.

7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class.
7/22/2022	[redacted]	Attendance	Student is coming to school to take homework for doing IS.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/2022	[redacted]	Re-engagement	He didn't answer I left voicemail.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	The student is on leave, and when came back she will do the IS too.
7/22/2022	[redacted]	Re-engagement	She didn't answer.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the month of July 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	The student picked up the IS works for the days he is on leave.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/2022	[redacted]	Re-engagement	the student transferred out due to attendance, but she is going to come back soon.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days he was on leave. Also, he is back to his class normally.
7/22/2022	[redacted]	Re-engagement	The student picked up the IS works for the days he is on leave. Also, she is back in the class.
7/22/2022	[redacted]	Re-engagement	The student is transferred out due to absent days, but she will return by next week back to the class.
7/22/2022	[redacted]	Re-engagement	The student will come to Salam location to pick up the IS works for July 2022. He will be back in his class in August 1, 2022.
7/22/2022	[redacted]	Re-engagement	The student will come to Salam location to pick up the IS works for July 2022. He will be back in his class in August 1, 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days he was on leave. Also, he is back to his class normally.
7/22/2022	[redacted]	Re-engagement	He will come on Monday.
7/22/2022	[redacted]	Re-engagement	The student was on leave till July 20th 2022, but when he came back, he was transferred out in PS. I will send request email to SOR team to reenrol him in class.
7/22/2022	[redacted]	Re-engagement	The student picked up the IS works for the days he is on leave. Also, she is back in the class.
7/22/2022	[redacted]	Re-Engagement	Student was sick, but she has plan to come back to class.
7/22/2022	[redacted]	Re-engagement	The student was on leave till July 20th 2022, but when he came back, he was transferred out in PS. I will send request email to SOR team to reenrol him in class.
7/22/2022	[redacted]	Re-engagement	The student picked up the IS works for the days he is on leave. Also, she is back in the class.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave, and she is back in his class.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for July 2022.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave, and she is back in his class.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/2022	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.

7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/202	[redacted]	Absence	Student said, he will not come back to school.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/202	[redacted]	Re-engagement	The student transferred out due to absent days. He will be back in class next week.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave due to medical issue. Also, she is back to her class normally.
7/22/202	[redacted]	Re-engagement	He will come on Monday to take IS.
7/22/202	[redacted]	Re-engagement	the student transferred out due to attendance, but she is going to come back soon.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/202	[redacted]	Re-engagement	The student picked up his IS works for the month of July 2022.
7/22/202	[redacted]	Re-engagement	She will come On Monday to take IS.
7/22/202	[redacted]	Absence	Student has moved to another state.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the month of July 2022.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the month of July 2022.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back to her class normally.
7/22/202	[redacted]	Re-engagement	He will come on Monday to take IS.
7/22/202	[redacted]	Re-engagement	He will come on Monday to take IS.
7/22/202	[redacted]	Re-engagement	He will come on Monday to take IS.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/202	[redacted]	Re-engagement	She will come on Monday to take IS.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
7/22/202	[redacted]	Re-engagement	He will come on Monday to take IS.
7/22/202	[redacted]	Re-engagement	She will come on Monday To Take IS because she has new born baby.
7/22/202	[redacted]	Re-engagement	She will come on Monday to take IS.
7/22/202	[redacted]	Re-engagement	The student is transferred out due to absent days, but she will return by next week back to the class.
7/22/202	[redacted]	Re-engagement	After call, she picked up the IS works for the month of July 2022.
7/22/202	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.

[redacted]	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
[redacted]	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
[redacted]	[redacted]	Re-engagement	I have tried many times, but the student didn't take my calls. I left a voice mail to call me back.
[redacted]	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
[redacted]	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
[redacted]	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
[redacted]	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
[redacted]	[redacted]	Re-engagement	The student picked up the IS works for the days he is on leave. Also, she is back in the class
[redacted]	[redacted]	Re-engagement	The student picked up her IS works for the month of July 2022.
[redacted]	[redacted]	Re-Engagement	Student was out of state, he will come soon.
[redacted]	[redacted]	Re-engagement	I called the student, and he is not able to attend the class, due to full time job he got. I explained the CICA for him, and he will join CICA later.
[redacted]	[redacted]	Re-engagement	I have called her many times, but she didn't take my calls.
[redacted]	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. Also, she is back to her class normally.
[redacted]	[redacted]	Re-engagement	The student received the IS works for the days she was on leave. She is back in her class.
[redacted]	[redacted]	Re-engagement	The student picked up her IS works for the month of July 2022.
[redacted]	[redacted]	Re-engagement	He will come on Monday to take IS.
[redacted]	[redacted]	Re-engagement	The student didn't take my calls, and now she is transferred out from PS.
[redacted]	[redacted]	Re-engagement	He didn't answer the phone I left voicemail.
[redacted]	[redacted]	Re-Engagement	According to summer break student is busy with his children, he has plan to come in August.
[redacted]	[redacted]	Re-engagement	The student will be back in class next week, and he will receive the IS works for July 2022 too.
[redacted]	[redacted]	Re-engagement	The student received the IS works for the days he was on leave, and he is back in his class.
[redacted]	[redacted]	Re-engagement	the student transferred out due to attendance days. He told me that he will be back in class next week.
[redacted]	[redacted]	Re-engagement	The student received IS works for the days that she was absent. She has begun her class since today (July 22, 2020)
[redacted]	[redacted]	Re-engagement	He will come on Monday to take IS.
[redacted]	[redacted]	Re-engagement	The student received the IS works for the days he was on leave, and he is back in his class.
[redacted]	[redacted]	Re-engagement	the student transferred out due to attendance days, but when I talked her, she is going to come back and attend her class.
[redacted]	[redacted]	Re-engagement	the student transferred out due to attendance days, but when I talked her, she is going to come back and attend her class.
[redacted]	[redacted]	Re-engagement	The student requested transfer from Brian Divas to Cheryl Forbes, and transferred. Also, she received the IS works for the month of July 2022.
[redacted]	[redacted]	Re-Engagement	Due to the health issue student can not come for afew days, he'll come back to class in August.
[redacted]	[redacted]	Re-Engagement	Student will be back to the school in August after 18th

			Met with student via zoom and reviewed program expectations. Switched classes from English to Spanish elective. Student is determined to dedicate Mondays as her school days since that is her only day off.
7/25/2022	[redacted]	Re-engagement	Reviewed credits remaining. Follow up scheduled next Monday.
7/25/2022		Re-Engagement	Student not in Sacramento area now. Will be back in August
7/25/2022		Re-Engagement	Student not in Sacramento area now. Will be back in August
7/25/2022		Attendance	Student would like to attend classes in August.
7/26/2022		attendance/participation	[redacted] came into class yesterday and completed the CASAS assessment earning him a score. Of the last 2 times the assessment was offered, he timed out and did not get a score on one attempt and the other he was absent for.
7/26/2022		Re-engagement	VM not set up, sent a text message.
7/26/2022		Re-engagement	Met with student fvia zoom and completed a pretest. Reviewed credits and pacing for graduation. Student's goal is to complete current class by end of learning period. Encouraged student to submit more paystubs for work experience credits. Follow up scheduled next week.
7/26/2022		Attendance	The student was attending her class. I add her to the class again.
7/26/2022		Attendance	The student will come back on August(that's what she chose on her re-enrollment form).
7/27/2022		Re-engagement	Reached out to student to confirm she was out of the hospital. She has been released and is still recovering. Agreed to meet this week but has not confirmed a time. Called, left VM and sent text.
7/27/2022		Attendance	The student was out of Sacramento. She will come in a week.
7/27/2022		Attendance	The student has a work now. The student is interested in CICA.
7/27/2022		Attendance/Absence	The student did not answer.
7/27/2022		Attendance/Absence	Left a VM
7/27/2022		Attendance	She does not want to come back for now, because she is keeping her children. (here husband said)
7/27/2022		Re-engagement	Still have not been able to reach student over the phone but student did briefly respond to a text message. I reminded her of her class responsibilities and resent her login information.
7/27/2022		Attendance/Absence	The student's phone number is incorrect. Left a VM for emergency contact.
7/27/2022		Absence	Student asked to be switched to SICA, as she had problem at home.
7/27/2022		Attendance	Student found a full time job, and will not be able to attend the class.
7/27/2022		Attendance	The student said he will come back to the class.
7/27/2022		Attendance	The student found job and will not come back to school.
7/27/2022		Attendance	The student is going to another English language school.

	[redacted]	[redacted]	
7/27/2022		Attendance/ Absence	did not answer
7/28/2022		Re-Engagement	The student didn't respond to my call and her emergency contact number is the same.
7/28/2022		Re-engagement	Phone is off. Called emergency contact (monther). Emergency contact will try to reach student. Sent student a message in Edmentum.
7/28/2022		Re-engagement	Received a "unable to receive message- Message blocking is active" message.
7/28/2022		Re-engagement	No answer, sent a text message.
7/28/2022		re-engagement	No answer, LVM and TM.
7/28/2022		Re-engagement	No answer, LVM and TM.
7/28/2022		re-engagement	Sent a TM, waiting for a response.
7/28/2022		Check-in/re-engagement	No answer. Sent a text message.
7/29/2022		Re-engagement	She didn't answer the phone. I left voicemail.
7/29/2022		Re-engagement	The student did the IS works, and she is back in the class.
7/29/2022		Re-engagement	The student signed the IS forms.
7/29/2022		Re-engagement	The student received the IS works for the month of July 2022.
7/29/2022		Re-Engagement	Have been sending texts every week and trying to Zoom at 8:00am Friday morning, but she rarely responds. She is working a lot at night as a nurse. She did do a number of Google Assignments but has not done much in Edmentum for 2 months.
7/29/2022		Re-engagement	She will come today to take IS.
7/29/2022		Re-engagement	She didn't answer the phone I left voicemail.
7/29/2022		Re-engagement	She will come on Monday to take IS.
7/29/2022		Re-engagement	He will come To take IS.
7/29/2022		Re-Engagement	The student is sick but she has plan to come back to class as soon as possible.
7/29/2022		Re-engagement	SHe didn't answer the Phone . I left voicemail.
7/29/2022		Re-engagement	She doesn't want to come in Salam because she moved on Plum Ave and she wants to change her school over there.
7/29/2022		Re-engagement	The student received IS works for July 2022, and he will attend his class normally second week of August 2022.
7/29/2022		Re-engagement	The student didn't take my calls, and I left a voice mail.
7/29/2022		Attendance	Sent a text message to the student.
7/29/2022		Re-engagement	The student didn't take my calls, and I left a voice mail.
7/29/2022		Attendance	The student did not answer. Sent a text message.
7/29/2022		Re-engagement	He will come today to take IS.
7/29/2022		Re-engagement	The student will attend his class normally from first week of August 2022. Also, he received the IS works for the month of July 2022.

7/29/2022	[redacted]	Re-engagement	The student is transferred out. She didn't take my calls, and I left her a voice mail.
7/29/2022	[redacted]	Re-engagement	The student's contact numbers is not in services, and I tried emergency contact, but didn't take my calls.
7/29/2022	[redacted]	Re-engagment	She will come today to take IS.
7/29/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left a voice mail.
7/29/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left a voice mail.
7/29/2022	[redacted]	Re-engagement	She will come on Monday To Take IS because she has new born baby.
7/29/2022	[redacted]	Re-engagment	She will come on Monday to take IS.
7/29/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left a voice mail.
7/29/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left a voice mail.
7/29/2022	[redacted]	Re-engagement	The student received the IS works for the month of July 2022.
7/29/2022	[redacted]	Re-engagement	Transferred out. The student didn't take my calls, and I left a voice mail.
7/29/2022	[redacted]	Re-engagement	The student didn't take my calls, and I left a voice mail.
7/29/2022	[redacted]	Re-engagement	The student received the IS works for the month of July 2022.
7/29/2022	[redacted]	Re-engagement	He will come on Monday to take IS.
7/29/2022	[redacted]	Re-engagement	The student picked up the IS works for the month of July 2022.
7/29/2022	[redacted]	Re-engagement	The student picked up the IS works for the month of July 2022.
7/29/2022	[redacted]	Re-engagement	He will come on Monday to take IS.
7/29/2022	[redacted]	Re-engagement	She has full time job, but she told me that she will be back next week. She will join HCCTS, but in the afternoon class.
7/29/2022	[redacted]	Re-engagement	The student received the IS works for the month of July 2022.
7/29/2022	[redacted]	Re-engagement	The student received IS works for the month of July 2022.
7/29/2022	[redacted]	Attendance	The student will come next week.
7/29/2022	[redacted]	Re-engagement	I called the student again this week but, she didn't take may call.
7/29/2022	[redacted]	Re-engagement	The student transferred to time she wanted, but she didn't come to class. The student didn't pick my call either.
8/1/2022	[redacted]	Re engagement	Student is going to re-enroll to her classes. She is interested on get a school pone.
8/1/2022	[redacted]	Re-Engagement	The student below is notified that she will not be able to attend classes in August because she doesn't have personal transportation. She is worried that her student phone could be blocked if she missed school for a month.
8/1/2022	[redacted]	Check-in/Re-engagement	No answer, LVM.
8/1/2022	[redacted]	Check-in/re-engagement	No answer, voicemail not set up. Sent a text message.
8/1/2022	[redacted]	Re-engagement	No answer, LVM and TM.

8/1/2022	[redacted]	e-engagement	Spoke to student regarding academic concerns. Encouraged student to login to Edmentum at least 3 days out of the week and complete class work. She will login today and will submit pay stubs. Reviewed graduation progress report and updates.
8/1/2022	[redacted]	e-engagement	No answer, LVM and TM.
8/1/2022	[redacted]	e-engagement	Encouraged student to login to edmentum and complete classwork. Student will login today. Reviewed credits, requirements and CTE programs. He is interested in Group fitness but will review all programs. Emailed student all iCEV/ CTE flyers.
8/1/2022	[redacted]	bsent	Student will be absent due to personal reasons. She will return August 11th
8/2/2022	[redacted]	ttendance/Absnce	The student will come next week. She was busy and was not able to come to the school.
8/2/2022	[redacted]	e-engagement	Called and left VM asking student to return my call.
8/2/2022	[redacted]	e-Engagement	Called student. No answer, LVM. Let student know she would be transferred out due to inactivity and not making progress.
8/2/2022	[redacted]	e-Engagement	Called student. No answer, LVM. Let student know he would be transferred out due to inactivity and not making progress.
8/2/2022	[redacted]	bsent	Student is ill and will comeback to class, next week
8/2/2022	[redacted]	bsent	Student is ill and will comeback to class, next week
8/2/2022	[redacted]	e-Engagement	Called student. Student answered and ended the call immediately. Texted student to see if she is still interested in our program, and to let her know she is at risk of getting transferred out.
8/2/2022	[redacted]	e-engagement	Third attempt at contacting the student. Student logs into Edmentum periodically but hasn't actually completed any work. Called, left VM and sent text reminding student of the process out policy at the end of each month due to inactivity. No response.
8/2/2022	[redacted]	e-engagement	Texted student. "Unable to receive message. Message blocking is active".
8/2/2022	[redacted]	e-Engagement	Called student. No answer, LVM. Mentioned to student she is at risk of getting transferred out due to inactivity.
8/2/2022	[redacted]	e-engagement	Student is back and feeling better from COVID. Checked in with her CTE teacher yesterday to pick up course materials. She should be done by September with Asher course.
8/2/2022	[redacted]	ttendance	The student will come back in August.
8/2/2022	[redacted]	e-Engagement	Student's car is broken and he can't attend the school
8/2/2022	[redacted]	e-engagement	Called and left VM.
8/2/2022	[redacted]	e-engagement	Student emailed me and let me know she is out of the hospital but still recovering. Is looking to return next Monday. Her phone is currently off so the best way to contact her is via email.
8/3/2022	[redacted]	e-Engagement	Called and texted her new number [redacted] but message was blocked. Has not logged in since June.
8/3/2022	[redacted]	bsent	Student will be able to start classes August 11th
8/3/2022	[redacted]	bsence	Student informed me that she will be traveling abroad from August 2nd - 18th.
8/4/2022	[redacted]	bsent	[redacted] came by the office and mentioned he will be in Mexico next week from Aug 6th - 15th. I have informed him about short term IS and he mentioned he will stop by class to pick up some homework packets.
8/4/2022	[redacted]	e-Engagement	Called student. Student's phone number is not correct. Called emergency contact. No answer, LVM and text.
8/4/2022	[redacted]	e-Engagement	Called student. No answer, LVM and text.

8/4/2022	[redacted]	Absent	Student is sick and will be returning back to classes next week 8/8/22
8/4/2022		Re-Engagement	Student reached out saying her login information did not work. Student did not complete re-enrollment. Sent registration link.
8/4/2022		Re-engagement	Texted student. Got the following reply "Free Msg: Receiver [redacted] unable to receive message - Message Blocking is active."
8/4/2022		Absent	Student is sick and will be returning back to classes next week 8/8/22
8/4/2022		Re-Engagement	Called student. Student still interested in completing program. Resent login information. Let student know she is at risk of getting transferred out due to no progress.
8/5/2022		Re-engagement	He will come to school today.
8/5/2022		Re-engagement	She will come to school on Monday.
8/5/2022		Attendance	The student can't attend classes for now. Waiting on child care for his child.
8/5/2022		Attendance	The student can't attend classes for now. She is waiting for childcare for her baby.
8/5/2022		Re-engagement	He didn't answer his phone. I called his emergence contact and his father told me that he will come to take IS because he has a job at evening.
8/5/2022		Re-engagement/Check-in	No answer, LVM and TM.
8/5/2022		Re-engagement	His wife has a new born baby because of her, he is busy he will come to take IS today.
8/5/2022		Check-in/ Re-engagement	No answer, LVM and TM.
8/5/2022		Check-in/ re-engagement	No answer, LVM and TM.
8/5/2022		Re-engagement	He didn't answer the phone.
8/5/2022		Check-in/ Re-engagement	No answer, LVM and TM.
8/5/2022		Re-engagement	She didn't answer the phone but I left voicemail.
8/5/2022		Re-engagement	She didn't answer the phone but I left voicemail.
8/5/2022		Check-in/re-engagement	No answer, LVM and TM.
8/5/2022		Re-engagement	She will come to school today.
8/5/2022		Re-engagement	Student will go to class on Monday. Encouraged student to submit more pay stubs.
8/5/2022		Check-in/re-engagement	No answer, LVM and TM.
8/5/2022		Re-engagement	He will come on Monday to school.
8/5/2022		Re-engagement	He didn't answer the phone but I left voicemail.
8/5/2022		Re-engagement	She will come on Monday to take IS.
8/5/2022		Re-engagement	She has transportation problem but she will try to come to school.
8/5/2022		Re-engagement	He didn't answer my phone but his wife told me that he will come on Monday.
8/5/2022		Check-in/re-engagement	Student has been sick but will attend class on Monday. Encouraged student to submit pay stubs.
8/5/2022		Re-engagement	Emailed student a letter of enrollment that she requested and sent Alejandro her new phone number to update in PS. Re-engagement date scheduled for Monday. Resent Edmentum login info as well.

		Check in/ Re-Engagement	Student has been dealing with personal problems. Will re-engage this week and meet with teacher in the afternoons.
8/8/2022		Attendance/Absence	Left a VM
8/8/2022		Attendance/Absence	Left a VM.
8/8/2022		Re-engagement	Called student to confirm she has 1 month of no attendance or work completed. Sent her a text to remind her of our attendance policy in order to remain in IS and the possibility of getting transferred out.
8/8/2022		Attendance/Absence	The student will come on Monday.
8/8/2022		Attendance/Absence	Left a VM.
8/8/2022		Attendance/Absence	The student will not attend our school.
8/8/2022		Absence/Attendance	Left a VM.
8/9/2022		re-engagement	I texted student today to remind her that due to staff training there is no class on 8/11/22 and 8/12/22. I also asked about her coming to class next week.
8/9/2022		re-engagement	I texted student today to ask about her progress with the U.S. Government material that I provided to her and to ask when she will be able to come to class.
8/9/2022		re-engagement	Student replied that she is now working and needs to transfer to CICA. I informed her that she would have to speak with her counselor and that I am not sure if CICA is currently enrolling students, but her counselor will know.
8/9/2022		re-engagement	Student informed me that it is challenging for her to come to class due to having to work.
8/9/2022		re-engagement	I texted student to see how she is doing and to encourage her to attend class tomorrow and next week. I also reminded her that there is no class this Thursday and Friday due to the all-staff meeting.
8/9/2022		Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/9/2022		Attendance Check	Student is having different work times everyday and it's conflicting with her school schedule. She will start coming to classes as soon as she has a consistent schedule.
8/9/2022		Student Email and Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/9/2022		Student Email and Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity
8/9/2022		Attendance Check	Student hasn't been coming consistently to class due to her job schedule conflicting with the class time.
8/9/2022		Re-Engagement	Called student. No answer, LVM and text. Let student know he is at risk of being on academic probation due to no progress.
8/9/2022		Re-Engagement	Student has a full time job now. Rejected independent study or evening classes.
8/9/2022		Re-Engagement	Student got a job. Cannot attend.

8/9/2022	[redacted]	[redacted]	Re-Engagement	Student has a full time job. Rejected independent study or evening classes.
8/9/2022	[redacted]	[redacted]	Re-Engagement	Student taking care of family member with medical issues, he will be coming as much as he can.
8/10/2022	[redacted]	[redacted]	Absent	Student can't come to school everyday due to work, but he will try to attend at least twice a week
8/10/2022	[redacted]	[redacted]	Re-engagement	Called student but did not answer. Sent a text reminding him to re-engage in class as well as to complete the site opening google form.
8/10/2022	[redacted]	[redacted]	Re-engagement	Messaged student to check in on health since our last conversation as well as to him to re-engage in class/complete new site google form.
8/10/2022	[redacted]	[redacted]	Re-Engagement	Student will be back in September
8/10/2022	[redacted]	[redacted]	Re-Engagement	Student have no time to attend school now
8/10/2022	[redacted]	[redacted]	Absent	Student is sick with COVID and will be absent until she gets better
8/10/2022	[redacted]	[redacted]	Absent	Student is sick with COVID and will be absent until he gets better
8/10/2022	[redacted]	[redacted]	Re-engagement	Student did not show up for our zoom call. Called student twice and sent a text message. No response yet.
8/10/2022	[redacted]	[redacted]	Re-engagement	Reached out to remind student of her responsibility to log on and complete work weekly. She has expressed three consecutive conversations that she will login and complete homework but has not done so. Asked her what she needed to ensure she progresses and re-engages soon.
8/10/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/12/2022	[redacted]	[redacted]	Attendance	Contacted student about Monday and Tuesday attendance, per teacher request.
8/15/2022	[redacted]	[redacted]	CTE Attendance	Student hasn't attended class, reached out to see if he's still interested. Awaiting response.
8/15/2022	[redacted]	[redacted]	Re-Engagement	Called student. No answer, LVM and text. Let student know she is at risk of getting transferred out.
8/15/2022	[redacted]	[redacted]	Re-engagement	No answer, LVM and TM. Also emailed student.
8/15/2022	[redacted]	[redacted]	Re-engagement	Messaged student again and let him know it's been 2 weeks since he's logged into class and completed work. I also let him know I can be available to meet early in the morning to accommodate his schedule. No response.
8/15/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/15/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/15/2022	[redacted]	[redacted]	Re-engagement	No answer, unable to LVM.
8/15/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/15/2022	[redacted]	[redacted]	Re-Engagement	Called student. No answer, LVM and text. Let student know he is at risk of getting transferred out.
8/15/2022	[redacted]	[redacted]	Re-engagement	Student is doing better. She will attend class tomorrow and Friday.
8/15/2022	[redacted]	[redacted]	Re-engagement	Student has been busy with work but is ready to re-engage. Submitted a tutoring request form for Pre Algebra.
8/15/2022	[redacted]	[redacted]	Re-engagement	Encouraged student to login to edmentum and to contact her teacher. Gave student with her Edmentum login information. Student will look for pay stubs.
8/15/2022	[redacted]	[redacted]	Re-engagement	Called and sent text to check in on student transitioning back to Sacramento and when the best time to meet would be.

8/15/2022	[redacted]	[redacted]	Re-engagement	No answer, LVM.
8/15/2022	[redacted]	[redacted]	Re-engagement	Student has been busy with work but is ready to re-engage. Requested to start next week. Counselor will reach out to her teacher.
8/16/2022	[redacted]	[redacted]	Attendance	He said, I will not return to school back because I am very busy.
8/16/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/16/2022	[redacted]	[redacted]	Attendance	She said, I will not return to school, because we moved from Sacramento.
8/16/2022	[redacted]	[redacted]	Attendance	I called here, she said I will not return to school and did not tell the reason. Next day, Clarice called her son and said (I just spoke with [redacted], he and his mother did move. He said they moved to Oakland and then his mother seemed very unhappy that he shared that information with me. As of right now he said that they won't be returning to Faith Legacy and that once they get more settled they will contact highlands to find a new school. I tried to see what school would be closest to them, but that is when his mother seemed upset and I did not want to press the issue more.)
8/16/2022	[redacted]	[redacted]	absence	On 8/8/22 [redacted] started feeling unwell in my class and went outside, where she passed out on the turf. I immediately called 911. [redacted] breathing was irregular and she was shaking. We stayed with her with the dispatcher on the line until the ambulance arrived. Since then, the student has been absent. Nooria checked in with her and was told that [redacted] will be taking some time off school for now to focus on her health.
8/16/2022	[redacted]	[redacted]	re-engagement	Messaged student to inform them of new class schedule and to encourage them to attend daily.
8/16/2022	[redacted]	[redacted]	re-engagement	Messaged student to inform them of new class schedule and to encourage them to attend daily. (Remind app)
8/16/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/16/2022	[redacted]	[redacted]	re-engagement	Messaged student to inform them of new class schedule and to encourage them to attend daily.
8/16/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/16/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/16/2022	[redacted]	[redacted]	re-engagement	Messaged student to inform them of new class schedule and to encourage them to attend daily.
8/16/2022	[redacted]	[redacted]	re-engagement	Messaged student to inform them of new class schedule and to encourage them to attend daily.
8/16/2022	[redacted]	[redacted]	re-engagement	Messaged student to inform them of new class schedule and to encourage them to attend daily.
8/16/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/16/2022	[redacted]	[redacted]	re-engagement	Messaged student to inform them of new class schedule and to encourage them to attend daily.
8/16/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/16/2022	[redacted]	[redacted]	Re-Engagement	Called student. Student not interested in our program for the time being. Will transfer out of school per student's request.

8/16/2022	[redacted]	[redacted]	re-engagement	I reached out to student today (voicemail is full so I sent a text) to see how she is doing with the material I provided and to encourage her to come to class this week.
8/17/2022			Attendance	Here husband said, she will not return to school because she is in IRC programs now.
8/17/2022			re-engagement	I messaged student to ask when he will be able to return to class and if there are any resources that Highlands may be able to provide so he can reach his educational goals.
8/17/2022			re-engagement	I messaged student to follow up with her regarding her desire to achieve a high school diploma. See previous log entries.
8/17/2022			re-engagement	I messaged student to check in with her and to encourage her to come to class when she is able to, in light of her COSMO schedule.
8/17/2022			re-engagement	Messaged student today to see how she is doing and to encourage her to attend class. Last time I reached out she informed me that she has been working.
8/17/2022			re-engagement	I messaged student to inquire when he might be in town and able to come to class. He works out of town for weeks at a time.
8/17/2022			re-engagement	I messaged student to inquire how she is doing with her work and CTE schedule and to see when she might be able to come to class at St. Rose. I informed her that I may be at offsite trainings but a substitute will be here to assist her if I am working at another site for the day.
8/17/2022			re-engagement	I messaged student to ask if there are any resources that Highlands may be able to provide so he can continue along his education path. He has recently experienced loss of family members.
8/17/2022			re-engagement	When student attended last week we spoke about her attendance and she informed me that she can only attend once in awhile due to family obligations.
8/17/2022			re-engagement	Student works all day and is not able to attend the AM program in person.
8/17/2022			Re-Engagement	Called student. No answer. Texted student. Student relocated to Modesto. Encouraged to login and do a zoom with his teacher. Let student know we have to see progress being made.
8/18/2022			Re-Engagement	Emily did email me asking how many Algebra packets she needed to finish. I thought we'd already sent her all 7 that she needed. She did not respond to my question on email. I've tried texting and calling. No answer. I know she had another procedure done early August.
8/18/2022			Absence	Student had surgery on 08/17, and doctor advised not to attend until Sept 15th.
8/18/2022			Re-Engagement	Called student multiple times and left voicemail. No response.
8/18/2022			Re-Engagement	Called student multiple times in the last few weeks and left voicemail. No response.
8/18/2022			Re-Engagement	The student's husband said that she just went back to Vietnam. She will be back in about 20 more days.
8/19/2022			Re-Engagement	Student will return to classes Thursday 8/25/2022.
8/19/2022			Re-Engagement	Called student. No answer, LVM and text.
8/19/2022			Re-Engagement	Call the student regarding attendance for Maliha class. Student didn't answer. Left VM
8/19/2022			Re-Engagement	Call the student regarding attendance for Maliha class. Student doesn't answer. Left VM
8/19/2022			Re-engagement	Called student. No answer, left VM and text to encourage him to complete his last assignment to close out current class and enroll in next one.
8/19/2022			Re-Engagement	Student will return to classes on Monday 8/22/2022.

8/19/2022	[redacted]	Re-engagement	Called and sent text to schedule a day to meet. Student has not completed homework since her cancelation.
8/19/2022	[redacted]	Re-Engagement	Student will return to classes on Monday 8/22/2022.
8/19/2022	[redacted]	Re-Engagement	Student will return to classes on Monday 8/22/2022.
8/19/2022	[redacted]	Re-Engagement	Call the student regarding attendance for Maliha class. Student doesn't answer. Left VM
8/19/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/19/2022	[redacted]	Re-Engagement	Student did not answer VM left.
8/19/2022	[redacted]	Re-Engagement	Student has no time to attend the school at this moment but asked to keep him on the roster
8/19/2022	[redacted]	Re-engagement	Called, left VM and sent text to schedule weekly meeting for next week. Student was supposed to get back from vacation by now but has not re-engaged. Tentative meeting scheduled for next Monday.
8/19/2022	[redacted]	Re-engagement	Student logged on and completed assignments this week. Reached out to schedule mandatory zoom meeting to review progress and re-establish the school expectations. Waiting for response.
8/19/2022	[redacted]	Re-Engagement	Student did not answer VM left.
8/19/2022	[redacted]	Re Engagement	The student will come next week.
8/19/2022	[redacted]	Re Engagement	The student has three small kids at home. Is not able to come now.
8/19/2022	[redacted]	Re-Engagement	Student will return to classes on Monday 8/22/2022.
8/19/2022	[redacted]	Re-Engagement	Student did not answer VM left.
8/19/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/19/2022	[redacted]	Re-Engagement	Student will return to classes on Monday 8/22/2022.
8/19/2022	[redacted]	Re-Engagement	Student will return to classes on Monday 8/22/2022.
8/19/2022	[redacted]	Re-Engagement	Student will return to classes on Monday 8/22/2022.
8/19/2022	[redacted]	Re-Engagement	Called student. Student will start up classes again. Super close to completing credits. Went over credit summary with student, and resent login information.
8/19/2022	[redacted]	Re-Engagement	Student did not answer VM left.
8/19/2022	[redacted]	Re-Engagement	Student did not answer VM left.
8/19/2022	[redacted]	Re-Engagement	Student will return to classes on Monday 8/22/2022.
8/19/2022	[redacted]	Re-Engagement	Student unable to attend due to work will try to come to class next week. 8/22/2022

8/19/2022	[redacted]	Re-Engagement	Student has wrong number unable to call.
8/19/2022	[redacted]	Re Engagement	Left a voice message
8/19/2022	[redacted]	Re-Engagement	Student did not answer VM left.
8/19/2022	[redacted]	Re-Engagement	Student did not answer VM left.
8/19/2022	[redacted]	Re-Engagement	Student notified they will not be attending anymore as they are moving out of state. SOR will be emailed.
8/19/2022	[redacted]	Re-Engagement	The student has a transportation problem and she is waiting for Daycare.
8/19/2022	[redacted]	Re-Engagement	Student moved and not able to attend classes in person. Want to move to CICA program
8/19/2022	[redacted]	Re Engagement	Called. Is not available.
8/19/2022	[redacted]	Re-Engagement	Student did not answer VM left.
8/19/2022	[redacted]	Re-Engagement	Student did not answer VM left.
8/19/2022	[redacted]	Re-Engagement	Student only speaks Spanish. Asked Edgar Zamora to make a call for me. Student doesn't answer the call, VM left
8/19/2022	[redacted]	Re Engagement	Left a voice message
8/22/2022	[redacted]	Attendance	Here husband said, She already transferred to Linda PR6 class.
8/22/2022	[redacted]	Re-engagement	Called, left vm and sent text.
8/22/2022	[redacted]	Attendance	Here phone is not ringing, the emergency number is not in service.
8/22/2022	[redacted]	Student Email & Attendance Check	Called the student to let her know about the phone opportunity. However, the phone call went straight to voice mail. Left voice mail and sent text message with info.
8/22/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/22/2022	[redacted]	Re-engagement	Spoke with student regarding re-engagement meeting. Zoom scheduled Thursday at 5 PM. Emailed student homework to complete before then so we can complete her work samples and add her next class. Student expressed she has found it difficult to remain consistent. Emailed pacing guide to support.
8/22/2022	[redacted]	Re-engagement	Spoke with student regarding pacing, progress and requirements. Zoom scheduled tomorrow at 4 pm to dive into expectations so they are clear. Re-sent student her login information for Edmentum, google classroom and student gmail.
8/22/2022	[redacted]	Attendance	He did not answered his phone and his voicemail is not setup yet.
8/22/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/22/2022	[redacted]	Attendance	She is studying in Salam Site and requested to drop him from the Faith legacy.

[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/22/2022			
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/22/2022			
[redacted]	[redacted]	Re-engagement	Spoke with student over the phone regarding school expectations. Student expressed it has been difficult to find the energy but is ready to return to studies. Available to meet after she is off work at 3 pm during the week. Re-sent login information for edmentum, GC and student gmail. Also emailed pacing guide for life science and work samples.
8/22/2022			
[redacted]	[redacted]	Attendance	The phone does not ring and no voicemail set as well.
8/22/2022			
[redacted]	[redacted]	Attendance	She did not pick up here phone.
8/22/2022			
[redacted]	[redacted]	student attendance	Student texted her teacher to report that her son died a few days ago. She will be busy with that for awhile so she will not be able to attend class.
8/23/2022			
[redacted]	[redacted]	Re-engagement	He will come today.
8/23/2022			
[redacted]	[redacted]	Re-engagement	He will come today.
8/23/2022			
[redacted]	[redacted]	Re-engagement	Met with student via zoom to review goals, expectations and progress. Student set 3 goals of elliptical 30 minutes per day M-F, walking and/or doing HW during lunch break, and meditating more often. Student struggles with depression on a daily basis and finding the motivation to complete assignments. Added economics and emailed work samples with study guides. Follow up for accountability and support scheduled next Tuesday at 4 pm. Student is available after 4 M-F once she is off work.
8/23/2022			
[redacted]	[redacted]	Attendance	He did not answer his phone, I contacted his emergency contact and he said I will inform him to come and signe his IS.
8/23/2022			
[redacted]	[redacted]	Re-engagement	He will come today.
8/23/2022			
[redacted]	[redacted]	Re-engagement	He will come tomorrow.
8/23/2022			
[redacted]	[redacted]	Re-engagement	He didn't answer the phone but I left voicemail.
8/23/2022			
[redacted]	[redacted]	Re-engagement	He wants to change his school in the nearest school that located his home.
8/23/2022			
[redacted]	[redacted]	Re-engagement	He didn't answer the phone but I left voicemail.
8/23/2022			
[redacted]	[redacted]	Re-engagement	He will come today.
8/23/2022			
[redacted]	[redacted]	re-engagement	I texted student today to see how he is doing and to ask when he might be able to return to class.
8/23/2022			
[redacted]	[redacted]	re-engagement	Texted student to encourage her to come to class to continue to make great progress toward her diploma.
8/23/2022			
[redacted]	[redacted]	Re-engagement	She will come today.
8/23/2022			
[redacted]	[redacted]	re-engagement	I texted student to ask how she is doing and when she might be able to attend class.
8/23/2022			
[redacted]	[redacted]	Re-engagement	He will come to take the IS today.
8/23/2022			
[redacted]	[redacted]	Student Engagement	[redacted] has a one-year-old child and does not have childcare. It is very difficult for her to come to class regularly. She may be interested in transitioning to CICA.
8/24/2022			

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8/24/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/24/2022	[redacted]	Re-Engagement	Student was sick for a while. Will come to the class tomorrow 08/25/2022
8/24/2022	[redacted]	Re-Engagement	Student will be back on next week 08/29 - 09/02
8/24/2022	[redacted]	Re-Engagement	Student will come to school 08/25/2022
8/24/2022	[redacted]	Re-Engagement	Student is sick and cant attend school now.
8/24/2022	[redacted]	re-engagement attempt	student is not responding to my attempts to re-engage her. I will reach out to counselor for assistance.
8/24/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
8/24/2022	[redacted]	Student Engagement	I have tried contacting student several times in the last 2 weeks but have not been able to reach her. Her children's backpacks are here at Boland.
8/24/2022	[redacted]	Re-Engagement	Student moved to another address and will attend another location of HCCS
8/24/2022	[redacted]	Re-Engagement	Student was sick. Will be back to school in September
8/24/2022	[redacted]	absence	Student emailed me yesterday to let me know that she is sick and won't be able to come to class this week.
8/24/2022	[redacted]	absence	[redacted] emailed me to let me know that she is very sick and that she won't be able to come to class this week.
8/24/2022	[redacted]	Re-engagement	Called, left VM and sent text.
8/24/2022	[redacted]	Re-engagement	Called, left VM and sent text.
8/24/2022	[redacted]	Re-Engagement	Student couldn't attend the school during the summer break because of her kids. She will be back to school on Monday 08/29/2022
8/24/2022	[redacted]	Re-Engagement	Student call back and said he is not interested to attend the school now or in the future.
8/24/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/24/2022	[redacted]	Re-Engagement	Student is in San-Francisco for the month for work. May possibly come on 8/26/2022 and take homework for IS
8/24/2022	[redacted]	re-engagement	Attempted to contact student by phone. The voice mailbox is full.
8/25/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/25/2022	[redacted]	Re-Engagement	Student was transferred out. Texted student to see if she was interested in re-enrolling. Explained attendance requirements.
8/25/2022	[redacted]	Re-engagement	Text student and encouraged him to return counselor's call and/or text to finalize transfer.
8/25/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/25/2022	[redacted]	Re-Engagement	Student can't attend the school often because his work schedule
8/25/2022	[redacted]	Re-Engagement	Couldn't talk with student, because she is only speak Spanish.
8/25/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
8/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/25/2022	[redacted]	Re-Engagement	Student will be back to the school on 08/26/2022

	[redacted]	[redacted]	
8/25/2022		Re-Engagement	The student's child has medical issue, and hospitalized. She will be back in class in two week.
8/25/2022		Re-Engagement	The student's child has medical issue, and hospitalized. She will be back in class in two week.
8/25/2022		Re-Engagement	Couldn't reach the student. Left TM
8/25/2022		Re-Engagement	Couldn't reach the student. Left VM
8/25/2022		Re-Engagement	Student visited FL. Will be back to the school on 8/29/22
8/25/2022		Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/25/2022		Re-Engagement	Student attending CTE driving school. He will be back to the classes in September.
8/25/2022		Re-Engagement	Couldn't reach the student. Left VM
8/25/2022		Re-Engagement	Student have no enough time to attend school and was sick for a week. Will be back to school on 08/29/2022
8/25/2022		Re-Engagement	Student has problems with transportation and can't come often
8/25/2022		Re-Engagement	Couldn't reach the student. Left TM
8/25/2022		Re-Engagement	Couldn't reach the student. Left VM
8/25/2022		Re-Engagement	Talk with student's husband. He said she will call back tomorrow, 08/26/2022
8/26/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/26/2022		Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/26/2022		Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/26/2022		Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/26/2022		Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/26/2022		Student Email & Attendance Check	Welcomed the student to the school. Provide student email and password. Informed the student about the phone opportunity.
8/26/2022		Re-Engagement	Student has some problems she need to take care about. Will be back to school in September
8/26/2022		Re-Engagement	She won't come back to class.
8/26/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/26/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/26/2022		Re-Engagement	The student is going back to Vietnam. She will try to come back to school once she is back to the U.S.
8/26/2022		Student concern about another student	Expressed concerns to teacher about another student. Teacher followed up with me. I spoke with Director of Student Services.

8/26/2022	[redacted]	Re-Engagement	The student said that she is busy working now. She is also coming back to Vietnam soon. She said that she would come back to class at the end of October.
8/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/26/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
8/26/2022	[redacted]	Re-Engagement	Student have problems with transportation and can't come to the class often
8/26/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/26/2022	[redacted]	Re-Engagement	The student said that he is going back to Vietnam this month. He will be back to school in October.
8/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/26/2022	[redacted]	Re-Engagement	Student can come to the class only two times a week because she has to take care of her baby
8/26/2022	[redacted]	Re-Engagement	The student said that he has just started working now, will try to come to class once he has free time.
8/26/2022	[redacted]	Re-Engagement	The student said that he has to take his wife to work and is busy. He can only come to class when he has time.
8/29/2022	[redacted]	Re-Engagement	Student can't come to the class often because of her work schedule.
8/29/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/29/2022	[redacted]	Re-engagement	Called, left VM and sent text. No response.
8/29/2022	[redacted]	Check-in/re-engagement	Returned student's call. No answer, sent a message.
8/29/2022	[redacted]	re-engagement	Called student to re-enroll. No answer, LVM.
8/29/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/29/2022	[redacted]	Re-Engagement	Student will come to the class today 08/29/2022
8/29/2022	[redacted]	re-engagement	No answer, voicemail not set up. Sent student a text message.
8/29/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/29/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/29/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/29/2022	[redacted]	Re-Engagement	The student's child got sick and he has to take care of him
8/29/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/29/2022	[redacted]	Re-Engagement	Student not feel good and can't attend classes now. Probably will be back to the class in September
8/29/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/29/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.

8/29/2022	[redacted]	Re-Engagement	The student said the she is busy with her family stuffs now. She will be back to class soon once she is done with her family.
8/29/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/29/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/29/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/29/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/29/2022	[redacted]	Re-Engagement	The student said that she is busy now. She will be back to class in 4 more weeks.
8/30/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/30/2022	[redacted]	Re-Engagement	Student started new job and can't attend the school regularly. Will be back to the school on next week 09/06/2022
8/30/2022	[redacted]	Re-Engagement	Talk with student's husband. He said they will come to the school tomorrow 8/31/2022 to discuss possible transferring to evening classes.
8/30/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/30/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/30/2022	[redacted]	Attendance	The student will be out of country for a month.
8/30/2022	[redacted]	Re-Engagement	Student reached out and is currently dealing with personal problems. Cannot currently re-enroll, will reach back out to me when she is ready to re-enroll.
8/30/2022	[redacted]	Re-Engagement	Student moved from Rancho Cordova to Folsom and has problems with transportation. Also student sister evacuated from Ukraine and live with her family now. She has to take care of her sister and help to obtain documents and place for rent. Student will be back to the school in September
8/30/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/30/2022	[redacted]	Attendance	Did not answer. left voicemail.
8/30/2022	[redacted]	Attendance	He did not answer. called his emergency contact, she told, here dad and mom will come and singe the paper tomorrow.
8/30/2022	[redacted]	Attendance	Answered the phone, when I said that calling from Highland, he hung up and did not answer. Then I called him back, but sent my call to voicemail. (Not good behavior)
8/30/2022	[redacted]	Re-Engagement	Student do not have the car and school location is too far from the place where he live. Student requested transfer to the CICA Program
8/30/2022	[redacted]	Re-Engagement	Student working and his schedule is not setted up yet. Want come to the school 09/01/22-09/02/22
8/30/2022	[redacted]	Attendance	Her daughter answered and she said, i will tell him to come to school and singe the paper.
8/30/2022	[redacted]	Re-Engagement	Student moved to the Oregon for permanent residence
8/30/2022	[redacted]	Re-Engagement	Student will not be able to attend the school in September. Travelling to Moldova to her son wedding

	[redacted]	Student Email & Attendance Check	Student is currently taking care of a relative and hasn't been able to come to school everyday. She will call me back as soon as she qualifies for the school phone.
8/30/2022	[redacted]	Re-Engagement	Student can't attend the school regularly because she has a child she has no one to babysit with.
8/30/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
8/31/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
8/31/2022	[redacted]	Re-Engagement	The student said that he is busy working now, so he can't come to class now.
8/31/2022	[redacted]	re-engagement	I texted student again to ask if he will be able to return to class this week.
9/1/2022	[redacted]	Attendance	Left a VM
9/1/2022	[redacted]	Attendance	The student can't attend more often because he is working. He wanted to be transferred to CICA.
9/1/2022	[redacted]	Re-engagement	No answer, LVM and TM.
9/1/2022	[redacted]	Re-engagement	No answer, voicemail was full. Sent a text message.
9/1/2022	[redacted]	Re-engagement	Invalid phone number. Called emergency contact. Spouse said student is out of town and will reach back once she returns.
9/1/2022	[redacted]	Re-engagement	No answer, LVM and TM.
9/1/2022	[redacted]	Attendance Check & Tech Return	Student was informed that the technology needs to be returned to Highlands if the student is not interested in coming back.
9/1/2022	[redacted]	Re-Engagement	The student had eye surgery, so she didn't attend school. She'll be back at school as soon as the doctor gives her permission to study
9/1/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/1/2022	[redacted]	Attendance	The student is attending another school (Twin river) and will not come back.
9/1/2022	[redacted]	Attendance	VM
9/1/2022	[redacted]	Re-engagement	Student was busy. Sent a text message.
9/1/2022	[redacted]	Attendance Check & Tech Return	Student was informed that the technology needs to be returned to Highlands if the student is not interested in coming back.
9/1/2022	[redacted]	Re-Engagement	Student will be back to the school on next week
9/2/2022	[redacted]	Re-Engagement	The student said that she is busy working. She won't be able to come back to class anymore.
9/2/2022	[redacted]	Re-engagement	The student's friend came and told that she is sick and has a stomach flu.
9/2/2022	[redacted]	Re-engagement	The teacher asked to talk with him about why doesnt want to move to another level. Spoke with him, and was excited to move now.
9/2/2022	[redacted]	Re engagement	Phone call went straight to vm. LVM, followed by a text message
9/2/2022	[redacted]	Re engagement	No answer, LVM with a good call back number
9/6/2022	[redacted]	Re-Engagement	Called. No answer, LVM.

[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	re-engagement	The student got job, so he can only come 2 or 3 times in a week but he never comes.
[redacted]	[redacted]	Re-engagement	Student wants to re-enroll in CICA, provided the main phone number and his student ID. suggested to contact me back after he get enrolled
[redacted]	[redacted]	re-engagement	The student got job, so she can only report on Monday and Thursday but she never comes.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	re-engagement	Called several times but no answer left voice massage.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	re-engagement	The student got new baby at home, so he was busy with his wife appointments. He promised that he will come regularly, he is still intrested in CTE.
[redacted]	[redacted]	re-engagement	She has a new number [redacted]. She is attending Twin Rivers Adult School and not planning to come back.
[redacted]	[redacted]	Re-Engagement	Has not responded in 3 weeks. Does not show up to weekly Zooms. Expressed hesitancy about finishing in the beginning. Thought about doing the GED.
[redacted]	[redacted]	re-engagement	She has issue with childcare she need a letter from our school once she is done with her baby then she can come regularly.
[redacted]	[redacted]	re-engagement	The student is able to attend the class twice a week. She is going to do IS packet every month.
[redacted]	[redacted]	re-engagement	He got new job, for a period of time he might be not able to report to the school, but once he shifted to the evening time he will report regularly.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	re-engagement	Called several times, but no answer. Left voice massage. Her child's backpack is here.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Re-engagement	Reached out to student to encourage her to log back on to Edmentum as well as complete work samples for September.
[redacted]	[redacted]	Attendance	The student will be absent starting next week. She will gave us a call when she will return from Ukraine.
[redacted]	[redacted]	re-engagement	I messaged student today to inquire how she is doing and when she will be able to resume working on English B material.
[redacted]	[redacted]	re-engagement	I texted student to offer my assistance with her assignments when she can come to class. I also advised her that due to the extreme heat we may have to dismiss class early so she should text me to confirm we are here before she makes the trip to class.

9/7/2022	[redacted]	re-engagement	I texted student to inquire how she is and to ask when she might be able to attend class.
9/7/2022	[redacted]	Re-engagement	Spoke with student over the phone. Student has been busy with work and church and is feeling defeated in science course. Switching subject to an easier subject and follow up scheduled next Tuesday.
9/8/2022	[redacted]	Student Attendance	Student came into Calvary.
9/8/2022	[redacted]	Student Attendance	Student came into Calvary.
9/8/2022	[redacted]	Student Attendance	Student came into Calvary.
9/8/2022	[redacted]	Student Engagement	Student is planning to come back and he will bring the phone for tech support.
9/8/2022	[redacted]	Student Attendance	Student came into Calvary.
9/8/2022	[redacted]	Re-engagement	Reached out to remind student of new hours on campus and asked for a day and time next week to meet. Also reinforced school policy of completing assignments weekly. Waiting for response.
9/8/2022	[redacted]	Student Engagement	Student is interested in coming back for online classes.
9/8/2022	[redacted]	Student Engagement	Student is interested in online learning.
9/8/2022	[redacted]	Re-engagement	Reached out via email to share work sample with student, let her know I called and left a message yesterday and shared a game plan for academic progress improvement.
9/8/2022	[redacted]	re-engagement	Student replied to my messages. She informed me that she has been recovering from surgery and hopes to be able to attend within a week or two.
9/8/2022	[redacted]	Student Engagement	Provided main phone number to the student. She would like to change class schedule to evening time.
9/9/2022	[redacted]	Student Engagement	Encouraged the student to use the school phone. Provided contact information for any tech support related issues.
9/9/2022	[redacted]	Re engagement	Called the student for re engagement. Student mentioned she is interested in morning classes, at the moment she can't attend school, she will return the school issued phone next week.
9/9/2022	[redacted]	Student Email & Attendance Check	Provided contact information for tech support if the student ever need it.
9/9/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/9/2022	[redacted]	Student Engagement	Encouraged the student to use the school phone. Provided contact info for any tech support related issues.
9/9/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/9/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/9/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/9/2022	[redacted]	Student Engagement	Called the student to offer tech support if needed upon her return to classes.

[redacted]	[redacted]	Student Engagement	Encouraged the student to use the school phone. Provided contact info for any tech support related issues.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Attendance	Student attended class 9/9
		Re engagement	Called student for re engagement, student mentioned he will call me back next week as he needs to think what option is best for him, in person classes or online classes.
		Student Engagement	Encouraged the student to use the school phone. Provided contact info for any tech support issues.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Engagement	Student is unreachable.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Engagement	Student is not able to come back to classes at the moment. She will return the school phone.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Engagement	Encouraged the student to use the school phone. Provided contact info for any technology support issues.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Re engagement	Called the student for re engagement. No answer LVM with a good call back number
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Attendance	Student attended class 9/9
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Engagement	Student is interested in online learning as soon as it's available.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/12/2022		re-engagement	Sent a text to let her know we miss her in class.
9/12/2022		re-engagement	Student attend the PowerSpeak group and is also making progress with credit-bearing assignments. Her attendance is not daily due to her work and childcare responsibilities.

9/12/2022	[redacted]	Re-Engagement	Student can only attend school once a week because he is working all the time and also has to take care of his 2 y.o. child.
9/12/2022	[redacted]	Re-Engagement	Student has some family reasons he has to take care about. Will be back to the classes 09/14/2022
9/12/2022	[redacted]	re-engagement	Texted student today to encourage her to come to class to take the Economics Unit 1 assessment. She replied that she will be in class on 9/14/22 at 9:00am.
9/12/2022	[redacted]	re-engagement	student attended class today and is making progress in English B material.
9/12/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/12/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/12/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/12/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/12/2022	[redacted]	Re-Engagement	Student has allergy and can't attend school when it's hot outside. Will be back to the classes at the end of September
9/12/2022	[redacted]	re-engagement	Sent another message to let her know she can pick up her child's backpack and an independent study packet.
9/12/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/12/2022	[redacted]	re-engagement	Sent a message to ask her back to class.
9/12/2022	[redacted]	Re-engagement	Called and sent text asking student if she is okay. Have not heard back since her no call no show.
9/12/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/12/2022	[redacted]	Re-engagement	Student logged into class yesterday and completed a few assignments. Called to reinforce progress but student did not answer my call. Asked student to return my phone call when she was off of work.
9/12/2022	[redacted]	Re-engagement	Sent text to let student know we need to schedule a weekly check in. Reinforced her starting her class and communicated I still needed her work samples for this month.
9/12/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/12/2022	[redacted]	Re-engagement	Called, VM full and messages are getting kicked back. It is unclear if the phone is in service.
9/12/2022	[redacted]	Re-engagement	Called and left VM asking student to return my call.
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	re-engagement	Texted student to check in with her and to offer my assistance with her assignments. I asked when she may be able to attend class this week.
9/13/2022	[redacted]	Re-Engagement	Student have 10 days starting today to attend the school and then he is moving to Chicago,IL
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	re-engagement	I texted student to offer my assistance with her assignments and to ask/encourage her to attend class this week.

9/13/2022	[redacted]	re-engagement	Texted student to check in with him and see if he is working out of town this week. I also informed him of the CTE fun fair tomorrow at Grand.
9/13/2022	[redacted]	re-engagement	Texted student to offer my assistance with the English assignments and to encourage her to attend class this week, when she's not at Asher.
9/13/2022	[redacted]	re-engagement	Texted student to inform her of the CTE event tomorrow and to encourage her to come to class this week, if possible.
9/13/2022	[redacted]	re-engagement	Texted student to inform him of the CTE event and to ask when he may be able to come to class.
9/13/2022	[redacted]	re-engagement	I texted student to ask when she may be able to attend class again. I also informed her of the CTE fair tomorrow at Grand.
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	Re-Engagement	Called student. No answer, LVM and text. Let student know she is getting transferred out due to inactivity, and that she can always re-enroll when she is ready.
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	Re-Engagement	Student was sick with COVID and will be back to the school on next week
9/13/2022	[redacted]	Re-Engagement	Student said he will come to the school on 09/15/2022
9/13/2022	[redacted]	Re-Engagement	Student was told by her DHA worker that their office do not work with HCCS and she can only attend the schools from the list he gave her. Student was forced to attend another school without any real explanation
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	Absent	Student will be absent due to her child being sick
9/13/2022	[redacted]	re-engagement	Texted student to encourage her to come to class as often as her work schedule allows. I also informed her about the CTE fair tomorrow at Grand.
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	Re-Engagement	Student call back and said he is busy with work and can't attend the school now. But he is planning to go back to the school at the end of September.
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/13/2022	[redacted]	re-engagement	Texted student to check in with her and encourage her to attend class. I also informed her about the CTE fair tomorrow at Grand.
9/13/2022	[redacted]	Re-Engagement	Student moved out of state
9/13/2022	[redacted]	re-engagement	Spoke with student on 9/9/22. He informed me that the airport located his laptop. He says he hopes that he can be back in class this week.
9/13/2022	[redacted]	re-engagement	Texted student to encourage her to attend class as often as possible. I also informed her of the CTE fair tomorrow at Grand.

9/13/2022	[redacted]	Re-Engagement	Student was sick and couldn't attend the classes. Student also asked to take him off the system because he is going to travel abroad for month or more.
9/13/2022		Attendance	She did not pick her phone up.
9/13/2022		re-engagement	Texted student to check in with her and encourage her to attend more frequently to work on her educational goals. I also informed her about the CTE event tomorrow at Grand.
9/13/2022		re-engagement	Texted student to inform him of the CTE fair tomorrow at Grand.
9/13/2022		Re-Engagement	Couldn't reach the student. Left VM
9/13/2022		Re-Engagement	Student will come to the school on Thursday 9/15/2022
9/13/2022		Re-Engagement	Couldn't reach the student. Left VM
9/13/2022		Re-Engagement	Student can't attend school in-person because she has a child she need to take care about. Student applied for CICA program and waiting for enrollment to be open.
9/13/2022		re-engagement	Texted student to encourage her to come to class. I also informed her of the CTE fair tomorrow at Grand.
9/14/2022		Re-Engagement	Send a TM to the student about IS for September
9/14/2022		Re-Engagement	Send aTM for student about IS for September.
9/14/2022		Re-Engagement	Send the student TM about IS for September
9/14/2022		Re-Engagement	Send TM to the student about the IS for September
9/14/2022		Re-Engagement	Re-Engaged and did a Google Assignment. Now 41% finished with Life Science.
9/14/2022		Re engagement	Phone call went straight to VM, VM has not been set up yet.
9/14/2022		Re-Engagement	Student will come to the class today 09/14/22
9/14/2022		re-engagement	Student texted me this morning to inform me that she will not be able to come to class today because her car is not working this morning.
9/14/2022		Re-Engagement	Student will come to the school tomorrow 09/15/22
9/14/2022		Re-Engagement	Couldn't reach the student. Left VM
9/14/2022		Re-Engagement	Couldn't reach the student. Left TM
9/14/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/14/2022		Re-Engagement	Student said he still fells sick and will come to the school after he start feels better
9/14/2022		Student Engagement	Student is interested in re enrolling back in classes. I provided the phone number for her so she can re enroll.
9/14/2022		Student Email & Attendance Check	Provided the registration phone number for the student to re enroll in classes
9/14/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/14/2022		Re-Engagement	Couldn't reach the student. Left TM

[redacted]			
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/14/2022		Re-Engagement	Student moved to LA, CA and wants to transfer to CICA classes
9/14/2022		Re-Engagement	Student will come to the school tonight 09/15/22
9/15/2022		Re-Engagement	Student will come to the school 9/16/22
9/15/2022		Re engagement	Phone call went straight to VM. LVM with a good call back number.
9/15/2022		Re-Engagement	Spoke to student. Student is open to moving to a morning teacher, and does not want to be transferred out. Student will come in to IC on Monday to meet new teacher and counselor.
9/15/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/15/2022		re-engagement/attendance	Student came to class today. She informed me that she is working 7 days per week and is frequently tired from her demanding schedule. We discussed her grad plan progress and she will try to complete the Econ Unit #1 assignments and assessment in the next few days. She also reports that the U.S. Government material is heavy and triggering and she has had to take breaks from it.
9/15/2022		Re-Engagement	Student will come to the class today 9/15/22
9/15/2022		Re-Engagement	Student will come to the school today 9/15/22
9/15/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/15/2022		Re-Engagement	Couldn't reach the student. Left VM
9/15/2022		Re-Engagement	Student has problem with transportation. He lives in Eldorado Hills and have to ask other people to drive him to school.
9/15/2022		Re-Engagement	Student has problem with transportation. She lives in Eldorado Hills and have to ask other people to drive her to school. She will call back next week
9/15/2022		Re engagement	Phone call went straight to vm, LVM with a good call back number
9/15/2022		Re-Engagement	Student's wife called back today 9/15/22 and said Ashot is working and can't attend classes now. He will be back when his schedule will be setted up
9/15/2022		Re-engagement	Called student for an attempt for them to join placements, no answer. Left voicemail and also sent text message.
9/15/2022		Student Email & Attendance Check	The student changed phone number. Left VM with emergency contact.
9/15/2022		re-engagement/attendance	Student came to class today after not being able to come in a while. She is working on her final English A assignment and hopes to be done with English A this week.
9/15/2022		engagement/attendance	Student asked me how many days each week he needs to be in the classroom, now that he is in Asher. I told him that in order to optimize learning he should attend daily and stay for 3 to 4 hours. I referred him to speak with his counselor if he has questions about that.
9/15/2022		re-engagement/attendance	Student replied to my message from earlier this week. She informed me that due to her child being in TK, her time to attend class is very limited, however she will try to be in class next week. I encouraged her to optimize her learning and her progress toward graduation by attending every day and staying for at least 3 hours.

9/16/2022	[redacted]	Re-Engagement	I called the student, and she got a full time job now. She going to come to Salam next week on Monday to pick up her IS. Also, she is going to request to transfer from morning to afternoon class, so she can attend the class everyday.
9/16/2022	[redacted]	Re-engagement	She will come on Monday to take IS.
9/16/2022	[redacted]	Re-Engagement	I called the student, and she has medical issue. As soon as she got better she will attend her class. She is going to be in Salam next week on Monday to pick up her IS.
9/16/2022	[redacted]	Re-Engagement	Student worked and couldn't attend the class. will be back to class on 9/19/2022
9/16/2022	[redacted]	Re-engagement	She will come on Monday.
9/16/2022	[redacted]	Re-engagement	He will come to take IS.
9/16/2022	[redacted]	Re-engagement	He didn't answer the phone , I left voicemail.
9/16/2022	[redacted]	Re-Engagement	The student is full time work scheduled, and he will mange to attend his call soon. He picked up the IS Works for the month of September 2022.
9/16/2022	[redacted]	Re-engagement	He is out of the state and he will come next week.
9/16/2022	[redacted]	re-engagement	Sent her a message to ask her to come back. She came to class once.
9/16/2022	[redacted]	Re-Engagement	Student will return to class on Monday 9-16-2022.
9/16/2022	[redacted]	Re-Engagement	Student did not answer left a VM.
9/16/2022	[redacted]	Re-engagement	Student has returned from COVID leave and re-engaged with class. Reminded her of the deadline for credits and also let her know she would need to complete about 2 classes per month until December in order to make the deadline.
9/16/2022	[redacted]	Re-Engagement	Student will return to class Monday 9-19-2022.
9/16/2022	[redacted]	Re-engagement	He will come to take IS.
9/16/2022	[redacted]	Re-Engagement	I called the student but no one responded.
9/16/2022	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/16/2022	[redacted]	Re-Engagement	I called the student. Considering that the student had just given birth. She can't attend her class this month and she'll come back soon.
9/16/2022	[redacted]	Re-engagement	He didn't answer the phone.
9/16/2022	[redacted]	Re-engagement	He didn't answer the phone, I left voicemail.
9/16/2022	[redacted]	Re-engagement	He will come to school to take IS.
9/16/2022	[redacted]	Re-engagement	She will come on Monday.
9/16/2022	[redacted]	Re-engagement	She will come to school as soon as possible.
9/16/2022	[redacted]	Re-engagement	He moved to another city and he wants to drop him from the school.
9/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/16/2022	[redacted]	Re-engagement	I called her number and her emergency number but she didn't answer.

9/16/2022	[redacted]	Re-Engagement	Student has problems with transportation and not always can come to the class
9/16/2022	[redacted]	Absence	I called the student. He moved to another state and won't come back to class.
9/16/2022	[redacted]	Re-Engagement	Student will come to the school on next monday 09/19/2022
9/16/2022	[redacted]	Re-Engagement	Student will come to the school on next monday 09/19/2022
9/16/2022	[redacted]	Re-engagement	Student re-engaged and let me know she went missing due to a family member passing away and then becoming very ill. Reminded her leave of absence is always an option. Student submitted work sample and re-added class to Edmentum.
9/16/2022	[redacted]	Re-engagement	He didn't answer the phone, I left voicemail.
9/16/2022	[redacted]	Re-Engagement	Student did not answer VM left.
9/16/2022	[redacted]	Re-engagement	He will come on Monday.
9/16/2022	[redacted]	Re-engagement	She will come On Monday.
9/16/2022	[redacted]	Re-engagement	He will come o take IS.
9/16/2022	[redacted]	Re-engagement	She didn't answer the phone I left voicemail.
9/16/2022	[redacted]	Re-engagement	He didn't answer the phone, I left voicemail.
9/16/2022	[redacted]	Re-engagement	She will come to take IS.
9/16/2022	[redacted]	Re-engagement	He will come today.
9/16/2022	[redacted]	Re-engagement	She wants to drop her because she has full time childcare and she can't come to school anymore.
9/16/2022	[redacted]	Re-engagement	His phone number doesn't' work.
9/16/2022	[redacted]	Re-engagement	She didn't answer the phone, I left voicemail.
9/16/2022	[redacted]	Re-engagement	he wants to drop him because he has full time job and he doesn't want to continue the school.
9/16/2022	[redacted]	Re-engagement	He will come today.
9/16/2022	[redacted]	Re-engagement	He will come on Monday.
9/16/2022	[redacted]	Re-Engagement	Student will return to class on monday 9-19-2022 and was given information about enrolling in PM.
9/16/2022	[redacted]	Re-engagement	She will come to take IS because she has new born baby.
9/16/2022	[redacted]	Re-engagement	She will come on Monday.
9/16/2022	[redacted]	Re-engagement	He didn't answer the phone, I left voicemail.
9/16/2022	[redacted]	Re-Engagement	The student is busy with her children. She'll come back to class next week.
9/16/2022	[redacted]	Re-engagement	He will come to take IS.
9/16/2022	[redacted]	Re Engagement	The student moved to Roseville. Ali is going to return on Monday
9/16/2022	[redacted]	Re Engagement	The students got a job and starts at 9 am. He has a flexible schedule and sometimes attends evening classes.
9/16/2022	[redacted]	Re-engagement	He has job at evening and he wants to change his time to morning class.

9/16/2022	[redacted]	Re-engagement	He will come to take IS.
9/19/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022		Re-Engagement	Student has no personal transport and can't attend classes. Waiting for documents to apply for DL
9/19/2022		Re-Engagement	Send TM to the student about the IS for September
9/19/2022		Re-Engagement	Couldn't reach the student. Left TM
9/19/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022		Attendance	Araceli's father is very sick, so she has gone back to Mexico to be with him. She is not sure how long she will be there.
9/19/2022		Re-Engagement	Student notified that she is enrolled to another school and asked to transfer her out from HCCS
9/19/2022		Re-Engagement	Student moved to another state and not sure when she will come back
9/19/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022		Re-Engagement	Student decided to attend only morning classes
9/19/2022		ReEngagement	Student stated that she recently had a baby. She will come tomorrow to sign IS.
9/19/2022		Re-Engagement	Couldn't reach the student. Left VM
9/19/2022		Re-Engagement	Couldn't reach the student. Left VM
9/19/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022		Re-Engagement	Couldn't reach the student. VM and TM are blocked
9/19/2022		Re-Engagement	Couldn't reach the student. Left VM
9/19/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022		ReEngagement	I spoke to the student's husband, he stated that they have 10 family members over from Afghanistan, that is why she hasn't been able to attend. She is coming to sign IS tomorrow.
9/19/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022		ReEngagement	The student didn't answer his phone but I texted him to come in and sign the IS form.
9/19/2022		Re-Engagement	Student notified that he is enrolled to another school and asked to transfer him out from HCCS
9/19/2022		Re-Engagement	Couldn't reach the student. Left TM

9/19/2022	[redacted]	Re-engagement	Student messaged me back letting me know she has been experiencing a lot of financial insecurity and mental health issues. She has been seeing a therapist to support with her stress and her therapist advised staying focused on school. I did let the student know that I felt it would be difficult for her to commit to the expectations while working 7 days a week but would discuss options during our re-engagement meeting via zoom on Wednesday.
9/19/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022	[redacted]	Attendance	The student has a car problem/will return to school next week.
9/19/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022	[redacted]	Re-Engagement	Student is working in San-Francisco and will be back at the end of the month
9/19/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/19/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/20/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/20/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/20/2022	[redacted]	ReEngagement	Student recently had a baby. She will come tomorrow to sign IS.
9/20/2022	[redacted]	ReEngagement	Student stated that it is her last month of pregnancy, she will attend after the she has the baby. She is coming Friday to sign the IS.
9/20/2022	[redacted]	Student Attendance	Has been in class 3 weeks consistently
9/20/2022	[redacted]	Re-Engagement	Called student. No answer, LVM and text. Student has had two consecutive weeks of no activity or progress being made.
9/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/20/2022	[redacted]	Re-Engagement	Student said he might come during the week
9/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM

[redacted]			
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/20/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/20/2022		ReEngagement	Student's wife stated that he wasn't feeling well and also his son is visiting. He will come and sign the IS tomorrow.
9/20/2022		Re-Engagement	Couldn't reach the student. Left VM
9/20/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/20/2022		Re-Engagement	Student can't attend the school at this time because working at Tahoe lake for a 12 hours a day
9/20/2022		Re-Engagement	Couldn't reach the student. Left VM
9/20/2022		Re-Engagement	Couldn't reach the student. Left VM
9/20/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/21/2022		Attendance	Her cousin said: She is going to move to Bay area and will not come back to school. (Her cousin phone number; [redacted])
9/21/2022		Re-Engagement	Student is not interested in attending in-person classes and wants to transfer to CICA Program.
9/21/2022		Attendance	Student moved out of CA
9/21/2022		Re-Engagement	Couldn't reach the student. Left VM
9/21/2022		Re-Engagement	Student will come to the school tonight
9/21/2022		Re-Engagement	Couldn't reach the student. Left VM
9/21/2022		Re-Engagement	Student will come to the school tonight 09/21/22
9/21/2022		Re-Engagement	Student was busy with obtaining documents and will be back to the school in October
9/21/2022		ReEngagement	Student's wife stated that he started working, he will stop by next week to sign the IS and let me know if he wants to transfer to evening class.
9/21/2022		Re-Engagement	Student wants to attend only morning classes for now.
9/21/2022		Re-engagement	Met with student via zoom to develop re-engagement plan. Student is setting boundaries at work and asking for time off in order to prioritize her studies. 1 on 1 zooms will be weekly on Monday afternoons. Student completed 1/2 work samples and re-added class to Edmentum. Follow up scheduled next week.
9/21/2022		Re-Engagement	Student mostly attending morning classes but also wants to stay on evening teacher roster
9/21/2022		Re-Engagement	Couldn't reach the student. Left TM
9/21/2022		Re-Engagement	Student has to take care of her child because she has no one to ask to babysit with her child
9/21/2022		ReEngagement	Student stated that he was sick, and also transportation was another issue. He will come to sign IS.
9/21/2022		Re-Engagement	Student is interested in CICA once enrollment reopens
9/21/2022		Re-Engagement	Student will be back to the school on this week or next

9/21/2022	[redacted]	[redacted]	Re-Engagement	Student can attend classes only once a week because he is working at Lake Tahoe
9/21/2022	[redacted]	[redacted]	Re-Engagement	Student wants to transfer to morning class. He will be back on Monday 09/26/2022
9/21/2022	[redacted]	[redacted]	Re-Engagement	Student call back and said that she will come to the school on Friday 09/23/2022
9/21/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
9/21/2022	[redacted]	[redacted]	Re-Engagement	Student transferred to another school because his DHA worker said that their department doesn't work with HCCS
9/21/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/21/2022	[redacted]	[redacted]	Re-Engagement	Student fell off the bike and suffered minor injuries. Will be back to the school next week
9/21/2022	[redacted]	[redacted]	Re-Engagement	Student was busy and couldn't answer the question about attendance
9/21/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
9/21/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
9/21/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
9/21/2022	[redacted]	[redacted]	Re-Engagement	Student is busy with moving to another address and will come to the school 09/23/2022
9/22/2022	[redacted]	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/22/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/22/2022	[redacted]	[redacted]	Re-engagement	Called and LVM. Student has been unresponsive for 2 weeks. Emailed student to inform him that he will be dropped if he does not log in and complete work in the next 5 days.
9/22/2022	[redacted]	[redacted]	Absence	Student called today to inform us that she won't be able to attend anytime soon due to childcare. She is planning on returning in the near future.
9/22/2022	[redacted]	[redacted]	Re-engagement	No answer, LVM.
9/22/2022	[redacted]	[redacted]	Re-engagement	No answer, LVM.
9/22/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/22/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/23/2022	[redacted]	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/23/2022	[redacted]	[redacted]	Re-Engagement	The student was sick, but he will soon return to class.
9/23/2022	[redacted]	[redacted]	Re-Engagement	The student was sick, but she'll return to class soon.
9/23/2022	[redacted]	[redacted]	Re-Engagement	I called the student, but no one responded.
9/23/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/23/2022	[redacted]	[redacted]	Student Email & Attendance Check	Scheduled for phone onboarding at St. Rose on 9/23 at 4:20pm.

9/23/2022	[redacted]	Re-engagement	English A
9/23/2022	[redacted]	Re-engagement	Called student to re-engage and address her teacher's concerns. No answer, LVM and TM.
9/23/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/23/2022	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/23/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/23/2022	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/23/2022	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/23/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/23/2022	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/23/2022	[redacted]	Re-Engagement	According to the student's job, the student is out of state. He'll return shortly.
9/26/2022	[redacted]	Re-engagement	Called student to offer tech support, she didn't answer. I sent a text message.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Re-engagement	Reached out to student because she still has not logged into Edmentum to complete work. Student said that she recently adopted a puppy and needs to work remotely. Teacher submitted a digital navigator ticket for a chromebook.
9/26/2022	[redacted]	Re-engagement	Called student 9/23 and LVM for student to return call. Student has not completed work in Edmentum in the last 3 weeks.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Re-engagement	Called, left VM and sent text asking student if she is ready to return.

9/26/2022	[redacted]	Re-engagement	Reached out to see if the student is still interested in completing the diploma program.
9/26/2022	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/26/2022	[redacted]	Re-engagement	Called, left VM and sent text asking student to return my call.
9/26/2022	[redacted]	Re-engagement	Sent student a message to check in and make sure she was okay. Student did not complete her homework last week so offered support to turn in missing assignments.
9/26/2022	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/26/2022	[redacted]	Re-engagement	Reached out to check in on 9/16 and 9/26. No reply.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/26/2022	[redacted]	Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Re-engagement	Called, left VM and sent text.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/26/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/27/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/27/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/27/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/27/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/27/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.

[redacted]			
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/27/2022		Re-engagement	Student still has not logged into Edmentum or responded to outreach. made multiple calls and texts. Mentor has also reached out. She only has 25 credits left. But has not been responding or logging in recently. Last
9/27/2022		Re-Engagement	Edmentum login was 8/28.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/27/2022		ReEngagement	Student claimed that she will not be attending school for a few months until she gets her license.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/27/2022		Re-engagement	Student still has not responded to any contact from the teacher or mentors. Student was sent an email about being dropped due to lack of attendance.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/27/2022		Re-engagement	PC. The student would like to attend classes online at CICA. Sent the request to transfer him from HCCTS. The Orientation is scheduled for 9/28 at 9AM
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
9/27/2022		re-engagement	Student came to class today. He informed me that he would like to work on the 5 credits that he needs in Physical Science, then the 10 credits he needs in Biology, and when he has completed those 2 classes he will work on English B and English C. I provided him with the material for Physical Science.
9/27/2022		Re-Engagement	Called student. No answer, LVM and text.
9/28/2022		Re-Engagement	Couldn't reach the student. Left VM
9/28/2022		Re-Engagement	Couldn't reach the student. Left VM
9/28/2022		Re-Engagement	He is watching kids and can't attend the school. Will try to come in October.
9/28/2022		Re-Engagement	Student not happy about discipline in the classroom and amount of students compare to the classroom size. Student said he will be back when school fix this problems.
9/28/2022		Re-Engagement	Student will come tomorrow 09/29
9/28/2022		Re-Engagement	Couldn't reach the student. Left VM
9/28/2022		Re-engagement	Spoke with student regarding potential return date. Student mentioned she is still stressed and dealing with family matters so will be ready to return on Monday. Scheduled follow up on Wednesday and asked student to complete homework prior to our meeting so we can review questions together.

9/28/2022	[redacted]	Re-Engagement	Student had issue with babysitting. Problem is solve now and student will be back to the school in October
9/28/2022		Re-Engagement	Student work schedule is still not setted up but he will come to the school tomorrow 09/29
9/28/2022		Re-Engagement	Student has personal reasons she has to take care about right now. Family member is need to be taking care
9/28/2022		Absence	The student is sick. Will be absent this week.
9/28/2022		Re-Engagement	Student will come to the school 09/29
9/28/2022		Absence	The student is flying to Afghanistan for 1 month next week.
9/28/2022		Re-Engagement	Student can't attend school right now because has to take care about family member
9/28/2022		Re-Engagement	Student attending college and have limited time for school. Will come on next week 10/3-10/7
9/28/2022		Re-Engagement	Student not able to attend classes in person and want to transfer to CICA program
9/30/2022		Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/30/2022		Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
9/30/2022		Re-engagement	The student was informed about the re-enrollment available and returned devices procedure.
10/3/2022		Attendance	Provided student student with proof of enrollment, attendance and helped him filling out forms for DHA.
10/3/2022		Attendance	Student will be out of the country Oct. 10-Dec. 10.
10/3/2022		Attendance	
10/3/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/4/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/4/2022		Re-engagement	sent a text message.
10/4/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/4/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/4/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Re-engagement	Reached out to re-engage student but got no response. LVM. Mentor also reached out to student on 10/4 and LVM. Student has been unresponsive to calls, texts, and emails for several weeks.
10/5/2022		Re-engagement	Called to check-in with student but got no answer. Could not LVM because the mailbox was full. Will send a text.

		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Re-engagement	Reached out to re-engage student. Got no response. LVM. Mentor reached out to the student this week and noted that the student may come in-person Friday.
10/5/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Re-engagement	Reached out to re-engage student. Number is disconnected.
10/5/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Student Attendance	10/5 Called student to come in-person for a while now but she came to class today and completed assignments on Edmentum. Gave her Alg packet as well.
10/5/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/5/2022		Attendance	Student and his emergency contact did not pick up their phones.
10/5/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/6/2022		Attendance	The student can not attend the class because she is working. She is interested in CICA.
10/6/2022		Attendance	Left a VM about their absence.
10/6/2022		Student Engagement	Student was informed that the technology needs to be returned to Highlands if the student is not interested in coming back.
10/6/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/6/2022		Re-engagement	Called, left VM and sent text. Student mentioned she has been having some challenges with managing her energy but would get back to it soon.
10/6/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/6/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/6/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.

[redacted] [redacted]

10/6/2022	Student Engagement	Student was informed that the technology needs to be returned to Highlands if the student is not interested in coming back.
10/6/2022	ReEngagement	Called the student on a different number no answer left a VM
10/6/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/6/2022	Re-Engagement	Couldn't reach the student. Left VM
10/6/2022	Re-Engagement	Student is working in the mornings and not able to come. He will try to come in to the class in evening
10/7/2022	Re-engagement	Called regarding absences. No answer. Left voicemail requesting call back.
10/7/2022	Re-engagement	Student called back and said she was absent due to illness but will be able to return to class on Monday 10/10/22.
10/7/2022	Re-engagement	Called student regarding absences. No answer. Left voicemail.
10/7/2022	attendance	Called the student to invite her to my class. She says that she can't come in the morning and prefers an afternoon class. I will reach out to her again when we have PM classes.
10/7/2022	Re-engagement	Student returned call- has been absent due to medical appointments and child illness. Will be able to return around 10/18/22.
10/7/2022	Re-engagement	Called regarding absences. No answer. Left voicemail.
10/7/2022	Re-engagement	Called. No answer. LVM
10/7/2022	Re-engagement	Called student regarding absences. No answer. Left voicemail.
10/7/2022	Re-engagement	Called student regarding absences. No answer. Left voicemail. Student called back. Is getting his glasses soon and will probably return week of 10/17.
10/7/2022	Re-engagement	Called student regarding absences. No answer. Left voicemail.
10/7/2022	Attendance	New student did not show to class this week. Called re attendance and to welcome to class. Left voicemail.
10/7/2022	Re-engagement	Called student regarding absences. No answer. Left voicemail.
10/10/2022	Re-Engagement	Student still waiting to be enrolled to CICA
10/10/2022	Re-Engagement	Couldn't reach the student. Left VM
10/10/2022	Re-Engagement	Student still interested in CICA Program. His work schedule is not setted up and he can't attend classes in person.
10/10/2022	Re-Engagement	Student still interested in CICA enrollment because she has no car to attend in-person
10/10/2022	Re-Engagement	Couldn't reach the student. Left VM
10/10/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/10/2022	Re-Engagement	Student moved to another state for the permanent residence.
10/10/2022	Re-Engagement	Student not able to attend school because he is moved to Chicago, IL for work and in next month will be moving to another state again.
10/10/2022	Re-Engagement	Student is not in Sacramento area. He will be back on next week
10/10/2022	Re-Engagement	Student live in Folsom and has problems with personal transportation. Will try to come in class on Wednesday.
10/10/2022	Attendance	Student did not answer his phone, sent voicemail.
10/10/2022	Attendance	His uncle said, he has left California and will not back here.

[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Re-Engagement	Student live in Folsom and has problems with personal transportation. Will try to come in class on Wednesday.
[redacted]	[redacted]	Student Email & Attendance Check	Student was informed that the technology needs to be returned to Highlands if the student is not interested in coming back to classes.
[redacted]	[redacted]	Re-Engagement	Student can't attend the school because his work schedule is still not setted up
[redacted]	[redacted]	Re-Engagement	Student attending another English school and only able to attend HCCS 2 times a week.
[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
[redacted]	[redacted]	Re-Engaged	Had a meeting with the student, and he re-registered for school and will continue learning.
[redacted]	[redacted]	Re-Engagement	Called student. No answer, phone number not in service. Called Emergency contact. Will relay message if he can. Will transfer out for now.
[redacted]	[redacted]	Re-Engagement	Student has problems with attending school because his work schedule is not setted up yet.
[redacted]	[redacted]	Re-Engagement	Student was absent because his kids were sick and he has to take care of them. Will be back to the school on next week
[redacted]	[redacted]	Re-Engagement	Student was absent because her kids were sick and she has to take care of them. Will be back to the school on next week
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Re-Engagement	Student is working in San-Francisco and not able to attend classes on regular basis.
[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
[redacted]	[redacted]	ReEngagement	Student's stated he was taking care of his sick mom he will be returning either today or tomorrow.

10/11/2022	[redacted]	Re-engagement	Called. Student's number is out of order.
10/11/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/11/2022	[redacted]	Student Engagement	Provided Highlands phone number for re enrollment and student was informed that the technology needs to be returned to Highlands if the student is not interested in coming back to classes.
10/11/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/11/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/11/2022	[redacted]	ReEngagement	Student didn't answer left a VM.
10/11/2022	[redacted]	ReEngagement	There was no answer left a VM.
10/11/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/11/2022	[redacted]	Attendance	Per student will be absent 10/12/22 due to medical appointment and 10/14/22 due to optometry appointment.
10/11/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/11/2022	[redacted]	ReEngagement	Student had family from back home was busy taking care of them, she will be returning back tomorrow.
10/11/2022	[redacted]	ReEngagement	Student stated he started working he should be returning back this week.
10/11/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/11/2022	[redacted]	Re-engagement	Called, left vm and sent text.
10/11/2022	[redacted]	Re-Engagement	Student will come to the school 10/13/2022
10/11/2022	[redacted]	Re-Engagement	Student attending another English school
10/11/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/11/2022	[redacted]	Re-Engagement	Student is working and live in San-Francisco now and do not know when he is coming back to the Sacramento
10/11/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/11/2022	[redacted]	ReEngagement	Student's family stated that she went back to Peru. Not sure when she will be returning.
10/11/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/11/2022	[redacted]	ReEngagement	The student is diabetic and also high blood pressure due to that he only attend once or twice times a week.
10/11/2022	[redacted]	ReEngagement	Student stated she was wasn't feeling well, she will be returning either tomorrow or Thursday.
10/11/2022	[redacted]	ReEngagement	Student's child was sick and will be returning to class soon.
10/11/2022	[redacted]	Re-Engagement	Student will come to school tomorrow or during the week.
10/11/2022	[redacted]	Re-Engagement	Student will come to the school 10/13/2022
10/11/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.

10/11/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/11/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/11/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/11/2022	[redacted]	Re-Engagement	Student is busy with moving to another address and have to take care of it now.
10/11/2022	[redacted]	Re-Engagement	Student is busy with moving to another address and have to take care of it now.
10/11/2022	[redacted]	Re-Engagement	Student moved to the Elk Grove and will start to attend classes on another location next week
10/11/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/11/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/12/2022	[redacted]	Re-engagement	I have reached out to the student and shared with her the class time and address.
10/12/2022	[redacted]	Re-engagement	Attempt #2 reached out to ask student if she is still interested in the program.
10/12/2022	[redacted]	Re-engagement	Attempt #2 Reached out again asking student if she was still interested.
10/12/2022	[redacted]	Re-engagement	Attempt #2 at connecting with studetn regarding transfer.
10/12/2022	[redacted]	Re-engagement	Student responded and let me know she has a lot going on right now personally. Let the student know we can put her on a temporary leave of absence if needed. Waiting for response.
10/12/2022	[redacted]	Re-Engagement	Texted student he was at risk of getting transferred out. Student understood and stated he did not have time for school at the moment due to having too much going on.
10/12/2022	[redacted]	Re-engagement	Attempt #2 Asking student if she is still interested in the program.
10/12/2022	[redacted]	Re-Engagement	Called student. No answer LVM and text.
10/12/2022	[redacted]	Absence	Student called said her family is sick, they will be coming back to classes next week 10/17
10/12/2022	[redacted]	Re-engagement	Reached out for a third time to ask student if she is still interested in continuing. No response.
10/12/2022	[redacted]	Absence	Student called said her family is sick, they will be coming back to classes next week 10/17
10/12/2022	[redacted]	Absence	Student called said her family is sick, they will be coming back to classes next week 10/17
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	re-engagement	Student comes to class when her work schedule and taking care of her child allows. She brings in completed assignments and receives feedback, and she picks up new assignments.
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	Re Engagement	The student is waiting for an approval from Highlands Play Care.
10/13/2022	[redacted]	re-engagement	Student attends when she is able to due to family obligations. She is making progress toward graduation and has been submitted completed assignments.

10/13/2022	[redacted]	re-engagement	Texted student to encourage him to come to class next week before he has to be at work (10:00am).
10/13/2022	[redacted]	re-engagement	Student returned from traveling and is now attending regularly in the afternoons. She is making progress in English.
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	re-engagement	Texted student today to ask how she is doing in CTE and to encourage her to attend my class so she can keep working on credits toward graduation.
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/13/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/13/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow morning 10/14/2022
10/14/2022	[redacted]	Re-engagement	Student responded that she was still interested but did not respond beyond that. Asked student for availability. Waiting on response.
10/14/2022	[redacted]	Re-Engagement	Sent student a text message.
10/14/2022	[redacted]	Re-Engagement	Sent student a text message.
10/14/2022	[redacted]	Re-Engagement	Sent student a text message.
10/14/2022	[redacted]	Re-Engagement	Sent the student a text message.
10/14/2022	[redacted]	Re-Engagement	Sent student a text message.
10/14/2022	[redacted]	Re-Engagement	Sent the student a text message.
10/14/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/14/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/14/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.

10/14/2022	[redacted]	Attendance	Student asked for attendance corrections. Referred her to para.
10/14/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/14/2022	[redacted]	Re-Engagement	Sent the student a text message.
10/14/2022	[redacted]	Re-Engagement	Sent the student a text message.
10/14/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/14/2022	[redacted]	Re-Engagement	Student is busy with work
10/17/2022	[redacted]	Re-engagement	Called, left VM and sent text.
10/17/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/17/2022	[redacted]	Re-engagement	Spoke with student over the phone regarding the transfer. Student works at a cleaners and schedule is inconsistent but they are pretty flexible with her doing her zoom meetings at work. Gets her schedule either Tuesday or Wednesday so asked that she call me back once she receives it so we can schedule an "orientation" and complete her work sample.
10/17/2022	[redacted]	Re-engagement	Called, left VM and sent text asking student to reach out to me the day she gets her work schedule so we can plan around that.
10/17/2022	[redacted]	Re-engagement	Called student to see if her school-issued phone phone is working, she didn't answer. I sent a text message.
10/17/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/17/2022	[redacted]	Re-Engagement	The student is busy working now. He doesn't have time to come to school. Will try to arrange his work schedule.
10/17/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/17/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/17/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/17/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/17/2022	[redacted]	Re-engagement	Called and texted student, he didn't answer.
10/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
10/17/2022	[redacted]	Re-Engagement	The student is busy taking care of her grandchild. Will be back to class when she has time.
10/17/2022	[redacted]	Re-Engagement	The student said that she is studying for her nail license test, will be back to school when she is done.
10/17/2022	[redacted]	Re-engagement	Attempt #2 Called and sent text.
10/17/2022	[redacted]	Re-Engagement	The student said that she is studying for her nail license test. She will be back to class next week.
10/17/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.

[redacted]	[redacted]		
10/17/2022		Re-Engagement	The student said that he is busy working from 8-3pm, has no time for school.
10/17/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/17/2022		Re-Engagement	Texted student for re-enrollment.
10/18/2022		Engagement call	[redacted] was sick for a while and couldn't come for that reason. She will come and get IS.
10/18/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022		Re-engagement	She didn't answer the phone calls.
10/18/2022		Engagement call	She has rheumatism and can't walk to school as she has to walk a long distance. Her husband is trying to buy a car to drive her to school.
10/18/2022		Re-Engagement	Student still waiting to be enrolled in CICA Program
10/18/2022		Re-Engagement	Student still waiting to be enrolled in CICA Program
10/18/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022		Re-Engagement	Couldn't reach the student. Left VM
10/18/2022		Re-Engagement	Send aTM for student about IS for October
10/18/2022		Re-Engagement	Send aTM for student about IS for October
10/18/2022		Re-engagement	No response, LVM and TM.
10/18/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022		Re-Engagement	Student will come to the school tonight
10/18/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022		Re-Engagement	Student will come to the school tonight
10/18/2022		Re-Engagement	Student will come to the school tonight
10/18/2022		Re-engagement	No answer, LVM and TM.
10/18/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022		Re-Engagement	Student will busy and said he will call later
10/18/2022		Re-engagement	Student has the week off and will focus on classwork. Encouraged student to login to Edmentum.
10/18/2022		Re-engagement	No answer, LVM and TM.
10/18/2022		Engagement call	She has a newborn baby
10/18/2022		Re-engagement	She didn't answer the phone call.
10/18/2022		ReEngagement	The student stated she will come tonight tand sign IS.

10/18/2022	[redacted]	Re-engagement	She is pregnant. She will come to school when feels better.
10/18/2022	[redacted]	Engagement call	No answer.
10/18/2022	[redacted]	Re-engagement	She is pregnant. She will come to school when feels better.
10/18/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022	[redacted]	Student Email & Attendance Check	Provided contact info to the student for any future tech support requests.
10/18/2022	[redacted]	ReEngagement	No answer left a VM.
10/18/2022	[redacted]	ReEngagement	No answer left a VM.
10/18/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022	[redacted]	Engagement call	No answer. Left VM
10/18/2022	[redacted]	Re-Engagement	Student moved to another address and will attend another location of HCCS
10/18/2022	[redacted]	Re-Engagement	Student got in car accident and has problems with transportation.
10/18/2022	[redacted]	Re-Engagement	Send aTM for student about IS for October
10/18/2022	[redacted]	Re-Engagement	Send aTM for student about IS for October
10/18/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022	[redacted]	Re-Engagement	Student text back he has no time for school
10/18/2022	[redacted]	Re-Engagement	Send aTM for student about IS for October
10/18/2022	[redacted]	ReEngagement	No answer left a VM.
10/18/2022	[redacted]	ReEngagement	Husband stated that she has been transferred to online class.
10/18/2022	[redacted]	ReEngagement	Student stated he just got a job but he will be attending morning class.
10/18/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/18/2022	[redacted]	Re-engagement	She needs Russian language support.
10/18/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022	[redacted]	Engagement call	She wasn't feeling well. She will start attending the class soon.
10/18/2022	[redacted]	ReEngagement	There was no answer and voicemail is not working to leave a message.
10/18/2022	[redacted]	Re-engagement	She didn't answer the phone call.
10/18/2022	[redacted]	Engagement call	No answer. Left VM
10/18/2022	[redacted]	Re-engagement	She didn't answer the phone call.

[redacted]		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	10/18/2022	Re-engagement	She will come back to school after two days because she moved to a new apartment.
	10/18/2022	Re-Engagement	Student start working and can't attend school on regular basis
	10/18/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	10/18/2022	Re-engagement	She didn't answer the phone call.
	10/18/2022	Re-Engagement	Send aTM for student about IS for October
	10/18/2022	Re-engagement	She didn't answer the phone.
	10/18/2022	Re-engagement	He told that he will come to the class from tomorrow.
	10/18/2022	Re-engagement	He didn't answer the phone.
	10/18/2022	Re-engagement	He moved to a different state and is no longer able to attend the school.
	10/18/2022	Re-Engagement	Send aTM for student about IS for October
	10/18/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	10/18/2022	Re-engagement	He didn't answer the phone call.
	10/18/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	10/18/2022	Re-Engagement	Send aTM for student about IS for October
	10/18/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	10/18/2022	ReEngagement	Student stated that she had some family issues but she will be attending class soon.
	10/18/2022	Re-engagement	He didn't answer the phone call.
	10/18/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	10/18/2022	Re-Engagement	Send aTM for student about IS for October
	10/18/2022	Re-Engagement	Called but no answer, left VM
	10/18/2022	Re-engagement	She didn't answer the phone call.
	10/18/2022	Re-Engagement	Send aTM for student about IS for October
	10/18/2022	Re-Engagement	Student will come during the week
	10/18/2022	Re-Engagement	Student will come during the week
	10/18/2022	Re-engagement	She didn't answer the phone call.
	10/18/2022	Re-engagement	He didn't answer the phone call.
	10/18/2022	Re-engagement	She didn't answer the phone call.

10/18/2022	[redacted]	Re-Engagement	Send aTM for student about IS for October
10/18/2022	[redacted]	Re-Engagement	Send aTM for student about IS for October
10/18/2022	[redacted]	Re-Engagement	Student will come during the week
10/18/2022	[redacted]	Re-Engagement	Send aTM for student about IS for October
10/18/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/18/2022	[redacted]	Re-engagement	Her spouse is ill, but she plans to attend class once he recovers.
10/19/2022	[redacted]	Re-engagement	Student did not show up for zoom meeting. Called and sent text. No response.
10/19/2022	[redacted]	Re-engagement	Text student on Monday to send a reminder for our meeting today. Called when the student did not log on 10 minutes after the meeting started. Sent a text asking student when the best time to reschedule would be. No response.
10/19/2022	[redacted]	Re-Engagement	Called student. Student will meet with teacher tomorrow and get re-started on her classes. Went over credit summary with student and encouraged to submit pay stubs. She will look for her W-2's.
10/19/2022	[redacted]	Re-Engagement	Student will try to come when he has time
10/20/2022	[redacted]	Re-Engagement	Student is working out of state for now. Will be back middle of November.
10/20/2022	[redacted]	Re-Engagement	Student is pregnant and will start independent study with us.
10/20/2022	[redacted]	re-engagement	I called the student. He is studying at Sierra College and not coming back.
10/20/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow 10/21/22
10/20/2022	[redacted]	Re-Engagement	Student has a newborn. We will offer independent study or online classes.
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/20/2022	[redacted]	Re-engagement	Called, left VM and sent text.
10/20/2022	[redacted]	Re-Engagement	Student will come to the school on next week
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
10/20/2022	[redacted]	Re-Engagement	Couldn't reach student. Left VM
10/20/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow 10/21/22
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/20/2022	[redacted]	Re-Engagement	Student will come on next week
10/20/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow 10/21/22
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM

10/20/2022	[redacted]	re-engagement	Sent a text to let her know I was at Hillsdale. She has spotty attendance.
10/20/2022	[redacted]	Re-Engagement	Student will come to the school tonight
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/20/2022	[redacted]	Re-Engagement	student will come to the school tonight
10/20/2022	[redacted]	re-engagement	Sent a message to let her know I was at Hillsdale and hoped to see her soon.
10/20/2022	[redacted]	Re-Engagement	Student is working in the daytime. We are trying to contact her about evening classes or online classes.
10/20/2022	[redacted]	re-engagement	Sent a message to let her know I was at Hillsdale and hoped to see her soon.
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/20/2022	[redacted]	Re-Engagement	Student will come to the school tonight
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/20/2022	[redacted]	Re-Engagement	Student will come on 10/24/22
10/20/2022	[redacted]	Re-Engagement	Student works a lot and can't attend school on regular basis
10/20/2022	[redacted]	Re-Engagement	Student works a lot and can't attend school on regular basis
10/20/2022	[redacted]	Re-Engagement	Student was out for the whole summer/half fall due to being in a different country. We are trying to reach her now.
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/20/2022	[redacted]	Re-Engagement	Student broke her leg and can't attend the school now. Will try to come on next week
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
10/20/2022	[redacted]	Re-Engagement	Student wasn't at home and I talk with another family member. I asked to tell her to call me back
10/20/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
10/20/2022	[redacted]	Re-Engagement	Student will come to the school 10/21/22
10/21/2022	[redacted]	ReEngagement	No answer left a VM.
10/21/2022	[redacted]	ReEngagement	Student will come today and sign IS. He is busy with work.
10/21/2022	[redacted]	Re-Engagement	Called, phone number not in service. Called emergency contact. No answer. Left text message.
10/21/2022	[redacted]	ReEngagement	No answer left a VM.
10/21/2022	[redacted]	ReEngagement	student stated he has moved he will transfer to a different site, when he has the time.
10/21/2022	[redacted]	Re-Engagement	Called. No answer. Left text message.
10/21/2022	[redacted]	ReEngagement	No answer left a VM.
10/21/2022	[redacted]	ReEngagement	Student stated he has been attending class but he forgot to write his name on the attendance sheet.

			Student has not made any progress or been active. Will transfer out.
10/21/2022		Re-Engagement	Student has been advised.
10/21/2022		ReEngagement	No answer left a VM.
10/21/2022		Re-Engagement	Called. No answer, LVM and text.
10/21/2022		Re-Engagement	Student was sick and wasn't able to attend school. Will be back to the school on next week.
10/21/2022		Re-Engagement	Called. No answer, LVM and text. Will transfer out. Student advised.
10/21/2022		ReEngagement	Student wasn't feeling well, he will return on Monday.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Re-Engagement	Student dealing with personal problems and does not have time for school at the time. Will re-enroll when he is ready.
10/24/2022		Re-Engagement	Called. No answer, voicemail not set up. Left text message.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Re-engagement	Reached out to student on 10/21/22. Got no response. Student has not completed work in the last 3 weeks.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.

[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/24/2022		Absent	Student called to let us know she won't be attending today, 10/24 due to her child being sick.
10/25/2022		Student Email & Attendance Check	Welcomed the student to the school through the emergen. Provided student email and password. Informed the student about the phone opportunity.
10/25/2022		Re engagement	left vm.
10/25/2022		ReEngagement	No answer left a VM.
10/25/2022		Re engagement	reached out to student, wrong number.
10/25/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/25/2022		Re-Engagement	Student will come on next week.
10/25/2022		Re-Engagement	Student will come on next week.
10/25/2022		Re-Engagement	Couldn't reach the student. Left VM
10/25/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/25/2022		Re engagement	left vm.
10/25/2022		Re-Engagement	Student will come to the school next Tuesday 11/01/2022
10/25/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/25/2022		Re-Engagement	Couldn't reach the student. Left TM.
10/25/2022		Re-Engagement	Couldn't reach the student. Left VM
10/25/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/25/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/25/2022		Re-Engagement	Family member answer the phone. Asked him to tell student to call me back
10/25/2022		Re-Engagement	Student moved to another address and looking for another location of HCCS closer to new address
10/25/2022		Re-Engagement	Couldn't reach the student. Left VM
10/25/2022		ReEngagement	Will come to sign IS today.
10/25/2022		Re-Engagement	Student got in the car accident and can't attend school now.
10/25/2022		Re-Engagement	Student do not want to attend school
10/25/2022		Re-Engagement	Student will come to the school today or tomorrow 10/25-10/26
10/25/2022		Re-Engagement	Couldn't reach the student. Left VM
10/25/2022		Re-Engagement	Couldn't reach the student. Left VM

10/25/2022	[redacted]	Re-Engagement	Student staying home with kids. Will come to school during the week.
10/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/25/2022	[redacted]	Re-Engagement	Student is working and can't attend school on regular basis
10/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/25/2022	[redacted]	Re-Engagement	Student spouse stated that the class is too hard for her to attend. And 0-1 level is too easy. And student can't come in the morning also.
10/25/2022	[redacted]	ReEngagement	The student stated he was busy, he will stop by to sign IS when he has time.
10/25/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/25/2022	[redacted]	Re-Engagement	Student will come on this week
10/25/2022	[redacted]	Re-Engagement	Student will come today 10/25/2022
10/25/2022	[redacted]	Re-Engagement	Student call back. She will come to the class on this week
10/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
10/25/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/25/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/25/2022	[redacted]	Re-Engagement	Student can't say if he will be able to come to the school on this week but maybe on next week
10/25/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow
10/25/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow
10/25/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow
10/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
10/25/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
10/25/2022	[redacted]	Re-Engagement	Student will come tomorrow
10/25/2022	[redacted]	Re-Engagement	Student moved to the Placerville, CA and not be able to attend school in-person. Want to transfer to CICA Program
10/25/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/25/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/26/2022	[redacted]	re-engagement	student informed me that she is not feeling well and will not be in class until she is doing better.

10/26/2022	[redacted]	Attendance	Student said I will come to class tomorrow. I wish to see her back in the class.
10/26/2022		Attendance	Student said, I have a 9 months baby and I am taking care of him at home. I will try my best to attend the class at least once a week. (I called this number [redacted]
10/27/2022		Re-Engagement	No answer left a VM
10/27/2022		Re-engagement	He will come to take IS today.
10/27/2022		Re-engagement	He wants to transfer from college oak Dr to Hillsdale Highland charter school.
10/27/2022		Re-engagement	I tried to contact the student to see if he has questions about his classes and about his technology devices. He didn't answer, I sent a text message.
10/27/2022		Re-engagement	He didn't answer but I left voicemail.
10/27/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/27/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/27/2022		Re-engagement	Hi didn't answer but I left voicemail.
10/27/2022		Re-engagement	He will come to take IS today.
10/27/2022		Re-engagement	Hi will come to take IS today.
10/27/2022		Re-engagement	She wants to transfer her to McClellan Highland charter school.
10/27/2022		Re-Engagement	No answer left a VM
10/27/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/27/2022		Re engagement	This student mentioend she has graduated from Highlands. Student would need to be removed from PS.
10/27/2022		Re-engagement	He didn't answer the the phone but I left voicemail.
10/27/2022		Re-engagement	He is sick and he told me that he will come to take IS today.
10/27/2022		Re-engagement	She didn't answer the phone but I left voicemail.
10/27/2022		Re-Engagement	No answer left a VM
10/27/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/27/2022		Re-engagement	She didn't answer the phone I left voicemail.
10/27/2022		Re-Engagement	No answer left a VM
10/27/2022		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
10/27/2022		Re-engagement	He has evening job and he wants to transfer to morning time.
10/27/2022		Re-Engagement	No answer left a VM
10/27/2022		Re-Engagement	No answer left a VM

[redacted]	[redacted]		
10/28/2022		Attendance	Her son said, his mom can not attend the class because they have transportation problem.
10/31/2022		Re-Engagement	Called student. No answer, LVM and text. Let student know she was getting transferred out due to no process. Let her know she is free to re-enroll and can reach out to me to do so.
10/31/2022		Re-Engagement	Couldn't reach the student. VM and TM is not available.
10/31/2022		Re-engagement	Student has been sick, she will come to classes next week.
10/31/2022		Re-Engagement	Texted student. Let her know she was close to being transferred out due to no progress.
10/31/2022		Re-Engagement	Called but no answer, left VM
11/1/2022		Student Engagement	[redacted] will be in Mexico for the next couple weeks. She will return after Thanksgiving break.
11/1/2022		ReEngagement	Student's husband requested to transfer her to evening class, because he works in the morning until 5 PM.
11/1/2022		Re-Engagement	Student have a child to take care and can't attend school on the regular basis. She will come to the school during the week to pick up homework for November. Student also interested in transferring to CICA .
11/2/2022		Student Engagement	[redacted] mom is very ill. This is why she has been missing class.
11/3/2022		Re-engagement	Contacted student for re-engagement. Student began work and has a no time. At the moment, the student is not planning on returning to Highlands.
11/3/2022		Re-engagement	Contacted student through email for re-engagement, since student did not have any contact information listed.
11/3/2022		re-engagement	[redacted] is looking for housing. She said she will return when she finds a new place to live.
11/3/2022		Re-engagement	Contacted student for re-engagement, no answer. Left vm.
11/3/2022		Re-engagement	Student did not show up for zoom meeting.
11/3/2022		Re-engagement	Contacted student for re-engagement. Unable to leave voicemail. No emergency numbers listed.
11/3/2022		Re-Engagement	Student is busy over registration his kid to the school and can't attend the school now. Student also interested in CICA enrollment
11/3/2022		Re-engagement	Contacted student for re-engagement, no answer. Left vm.
11/3/2022		re-engagement	Eloisa's kids are sick. She will return when they are feeling better.
11/3/2022		Re-engagement	Contacted student for re-engagement. The only phone number listed is not in service. Unable to leave vm.
11/3/2022		Re-engagement	Contacted student for re-engagement, no answer. Left vm.
11/3/2022		Re-engagement	Contacted student for re-engagement, no answer. Unable to leave voicemail on personal phone number. No emergency contacts listed.
11/3/2022		Re-engagement	Student re-engaged shortly at the beginning of this month but has not returned any calls, messages or emails.
11/3/2022		Re-engagement	Contacted student to re-engage, no answer. Left vm.
11/3/2022		re-engagement	Student attended class today. She will complete the 1 credit that she needs in English A then start working on English B. I informed student of the classroom hours and encouraged her to optimize her learning by attending daily, for 3 to 4 hours.
11/3/2022		Re-engagement	Contacted student to re-engage, no answer. Left vm.
11/3/2022		Re-engagement	Contacted student for re-engagement. The phone number listed is not in service. No emergency numbers listed.

11/3/2022	[redacted]	re-engagement	[redacted] was in Honduras for a few weeks. Now she is sick but will return when she's feeling better.
11/3/2022	[redacted]	Re-engagement	Contacted student for re-engagement. The student's personal number listed is not in service. Unable to leave voicemail on the emergency contact.
11/3/2022	[redacted]	Re-engagement	Contacted student for re-engagement, no answer.
11/3/2022	[redacted]	Re-engagement	Contacted student to re-engage, no answer. Left vm.
11/3/2022	[redacted]	Re-engagement	Called, sent text and emailed student reminding him of the graduation deadline. Student completed work on one day in the month of November and completed half of his work sample. Encouraged him to log on at least 3 hours per week minimum to reamain on track. No response.
11/4/2022	[redacted]	Re-Engagement	Student was offered CICA due to not being able to attend often. She'll call us back when she decides.
11/4/2022	[redacted]	re-engagement/attendance	Student attended class today. She is making progress with U.S. History. She reports being ill for a couple of weeks so she was not able to work on school-related matters. I encouraged her to come to class as often as possible and to stay for 3 to 4 hours to optimize her learning and her progress through the curricula.
11/4/2022	[redacted]	Re-Engagement	The call is not going through.
11/4/2022	[redacted]	Re-Engagement	He is working in another state for a short period of time. When he comes back he will begin attending.
11/4/2022	[redacted]	Re-Engagement	Student will come to class Monday. He has a job and will come when he can.
11/4/2022	[redacted]	Re-Engagement	Student is working and also not feeling too well. She will work on independent study papers and attend class when she can.
11/4/2022	[redacted]	Re-Engagement	Call is not going through.
11/4/2022	[redacted]	re-engagement	I sent her a text and tried to leave a voicemail message but the mailbox is not set up.
11/4/2022	[redacted]	Re-engagement	Student was a no show to the Zoom meeting scheduled on 11/2. Called student to re-engage but got no answer. VM box not setup. Cannot LVM. Sent text.
11/7/2022	[redacted]	Re-engagement	Student has been busy and been dealing with person probllems.
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	Re-Engagement	Student taking care of his son who has medical problems. Will be back to the school soon
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	Re-Engagement	Student is busy with work. Will come next week.
11/7/2022	[redacted]	Re-Engagement	Student is sick. Will come to the school tomorrow
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	re-engagement	Left vm.
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	Re-Engagement	Student texted back and asked to transfer her out. She is working and taking care of her child and do not has time to attend the school.
11/7/2022	[redacted]	Re-Engagement	Student texted back and asked to transfer her out. She is working and taking care of her child and do not has time to attend the school.

11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
11/7/2022	[redacted]	Re-Engagement	Student has a full time job and taking care of his mother. He will try to come to the school on this week
11/7/2022	[redacted]	Re-engagement	The student did not answer. VM not set up.
11/7/2022	[redacted]	attendance	student has been taking care of her sick parents, will hopefully return to school this week
11/7/2022	[redacted]	Re-engagement	Called student re absences. Per student said she had a temporary work schedule shift and was also out due to dental procedure but will be back to class tomorrow 11/8/22.
11/7/2022	[redacted]	attendance	Student works a different weekly schedule. She would like to come to AM and PM classes when possible.
11/7/2022	[redacted]	re-engagement	Vm not set up.
11/7/2022	[redacted]	re-engagement	Student came to class today. We reviewed her schedule and her grad plan progress. She will focus on English A for now. She has some completed assignments from the old credit tracker that we can review for possible credits. I provided her with the new credit tracker and explained that the RWR books/workbooks are now worth 4 credits instead of 2. She said she will complete the Great Cake Mystery workbook, so I gave her another copy of it, in case she can not locate it at her house.
11/7/2022	[redacted]	re-engagement	Left vm.
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow 11/7/22
11/7/2022	[redacted]	Re-Engagement	Student moved to Texas.
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/7/2022	[redacted]	Re-Engagement	Line Busy
11/7/2022	[redacted]	Re-Engagement	Student still working on fixing his car.
11/7/2022	[redacted]	Re-Engagement	Student will come to the school on this week
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/7/2022	[redacted]	attendance	Student is on vacation in San Diego. Will return this week.
11/7/2022	[redacted]	attendance	Student is in Mexico for 1 month taking care of her mother.
11/7/2022	[redacted]	Re-Engagement	Student got in the car accident and can't attend the school right now.
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM

11/7/2022	[redacted]	[redacted]	Re-Engagement	Student work schedule is not setted up yet and he can't attend school on regular basis.
11/7/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/7/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	[redacted]	Re-Engagement	Student is working and can't attend school often
11/7/2022	[redacted]	[redacted]	Re-Engagement	Student is sick. Will be back when feel better
11/7/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	[redacted]	RE-engagement	Left vm.
11/7/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/7/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/7/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Phone number is not active.
11/7/2022	[redacted]	[redacted]	Re-Engagement	Student work schedule is different and she can't attend school often
11/7/2022	[redacted]	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/7/2022	[redacted]	[redacted]	Re-Engagement	Student has a lower back pain and has doctor appointments. He will try to come next week.
11/7/2022	[redacted]	[redacted]	Re-Engagement	Student phone is not in service.
11/8/2022	[redacted]	[redacted]	re-engagement	I reached out to student today to check in with her and to inform her that there is no school this Friday due to Veterans Day. I also encouraged her to attend as often as possible and to stay for 3 to 4 hours to optimize learning.
11/8/2022	[redacted]	[redacted]	Re-engagement	Student reached out and said she was still moving and had a gum infection. Let student know her counselor would be following up with her on placement due to no responses.
11/8/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
11/8/2022	[redacted]	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
11/8/2022	[redacted]	[redacted]	Re-engagement	Student informed the mentor that the digital navigators had not contacted her regarding the chromebook. The digital navigator contacted the teacher prior to contacting the student on 10/28. Teacher reached out to student today but got no answer. Teacher also sent a text and got no reply. Teacher updated the mentor. Student has not completed any work since re-enrolling in the program. Unsure if student is actually committed to working on their diploma. When asked, the student says they're interested but does not follow through with coming in person, picking up tech, or doing anything to indicate interest in completion.
11/8/2022	[redacted]	[redacted]	re-engagement	Reached out to student to see if he is still interested in being a Highlands student. Also informed him that there is no school this Friday 11/11/22 due to Veterans Day.
11/8/2022	[redacted]	[redacted]	Re-engagement	Called student to see if he is interested on come back to classes,he didn't answer. I sent a text message.
11/8/2022	[redacted]	[redacted]	re-engagement	Reached out to student today to encourage her to come to class. I also informed her that Highlands is closed this Friday for Veterans Day.
11/8/2022	[redacted]	[redacted]	Re-Engagement	Student worked. Will be back to the school tomorrow

[redacted]		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	11/8/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	11/8/2022	Re-engagement	Student re-engaged and completed a large amount of assignments. Reminded her about work samples and pacing.
	11/8/2022	Re-Engagement	Couldn't reach the student. Left VM
	11/8/2022	ReEngagement	No answer left a VM.
	11/8/2022	Re-Engagement	Student is looking for another HCCS location at her new address
	11/8/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	11/8/2022	Re-Engagement	Couldn't reach the student. Left TM
	11/8/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	11/8/2022	ReEngagement	No answer left VM.
	11/8/2022	ReEngagement	No answer left a VM.
	11/8/2022	Re-Engagement	Couldn't reach the student. Left VM
	11/8/2022	ReEngagement	student has started working but he will come tomorrow to sign IS and pick up homework.
	11/8/2022	Re-Engagement	Couldn't reach the student. Left VM
	11/8/2022	Attendance	
	11/8/2022	Attendance	
	11/8/2022	ReEngagement	No answer, left a VM.
	11/8/2022	Re-Engagement	Couldn't reach the student. Left VM
	11/8/2022	Re-Engagement	Student is working and can't attend school on regular basis
	11/8/2022	Re-Engagement	Student will come on next week.
	11/8/2022	Re-engagement	Messaged student regarding progress. Student has been working for 3 weeks straight but mentioned she would have time off on Thursday to work on coursework.
	11/8/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	11/8/2022	Student Absence	Student was absence the past few weeks due to a bad infection from a cat bite.
	11/8/2022	Re-engagement	Reached out to student to remind her of program expectations. Missing work sample for 2 months and has not logged into Edmentum. No response.
	11/8/2022	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
	11/8/2022	ReEngagement	Student stated that his daughter is in the hospital but he will come next week to pick up homework and sign IS.
	11/8/2022	Re-Engagement	Student is sick, will come on next week.

11/8/2022	[redacted]	Re-Engagement	Student is working, but will try to come at least once a week
11/8/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/8/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/8/2022	[redacted]	Student Email & Attendance Check	Welcomed the student back to the school. Provided student email and password. Informed the student about the phone opportunity.
11/8/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
11/8/2022	[redacted]	Re-Engagement	Student will come to the school tonight
11/8/2022	[redacted]	Re-engagement	Reached out to student to remind her of program expectations. Missing work sample for 2 months and has not logged into Edmentum. No response.
11/9/2022	[redacted]	Re-Engagement	Student has a small child she has to take care about and she can't to come to the classes.
11/9/2022	[redacted]	Re-Engagement	Student will come to the school during the week
11/9/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/9/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
11/9/2022	[redacted]	Re-Engagement	Student moved to Antelope and do not has a personal transportation to drive to the school. And student do not wants to use public transportation
11/9/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/9/2022	[redacted]	Re-Engagement	Student is staying home with sick child. Will come tomorrow or next week
11/9/2022	[redacted]	Re-engagement	The student interested in our program. I provided him with to contact for re-registration.
11/9/2022	[redacted]	Re-Engagement	Call the student about IS for November/December. Left VM
11/9/2022	[redacted]	Re-Engagement	Student's friend answer the phone call. I gave information about IS for November/December
11/9/2022	[redacted]	Reengagement	Called student for wellness check, no answer. Texted student, waiting for response.
11/9/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/10/2022	[redacted]	Student Attendance	Left message to student on 11/8 Missed appointment for the week and has not returned my call this week.
11/10/2022	[redacted]	Student Attendance	Student has been to campus 3 times this week and is close to graduating in winter 2023
11/10/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
11/10/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
11/10/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
11/10/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
11/10/2022	[redacted]	Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.

[redacted]		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Attendance	Contacted student for his attendance as the teacher requested, but student didn't answer the phone.
		Attendance	Contacted student for his attendance as the teacher requested, but student didn't answer the phone.
		Attendance	Contacted student for his attendance as the teacher requested, but student didn't answer the phone.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
		Re-Engagement	Texted student. Student has not been engaging. Asked to do a re-engagement meeting in person. Scheduled for 11/17 at 1 PM.
		Re-Engagement	Called student. No answer, LVM and text. Let student know she is getting transferred out due to no engagement or activity.
		Re-Engagement	Called. No answer, LVM and text.
		Re-Engagement	Called student. No answer, LVM and text. Let student know she would be transferred out due to no attendance, but was able to re-enroll when ready.
		Re-engagement	Contacted student for re-engagement. Student is planning on returning to Highlands. Sent student registration link through text.
		Re-engagement	Contacted the student to re-engage. Left student voicemail.
		Re-engagement	Contacted student to re-engage. Student's phone number listed is no longer in service.
		Re-Engagement	Left TM about possibility to come and sign IS for November.
		Re-Engagement	Left TM about possibility to come and sign IS for November.
		Re-Engagement	Left TM about possibility to come and sign IS for November.
		Re-Engagement	Left TM about possibility to come and sign IS for November.
		Re-Engagement	Left TM about possibility to come and sign IS for November.
		Re-Engagement	Left student TM about possibility to come and sign the IS form for November
		Re-engagement	Called student to re-engage. No answer, sent text message informing her about counselor return and requested best days to set up check-in meetings.
		Re-Engagement	Student still working on fixing his car
		Re-Engagement	Couldn't reach the student. Left TM

[redacted]			
11/15/2022		Re-engagement	Called student to re-engage. No answer, sent text message informing her about counselor return and requested best days to set up check-in meetings.
11/15/2022		Re-Engagement	Couldn't reach the student. Left TM
11/15/2022		Re-Engagement	Send aTM for student about IS for November
11/15/2022		Re-Engagement	Send aTM for student about IS for November
11/15/2022		Check in/ Re-Engagement	Called student. No answer, LVM and text.
11/15/2022		Re-Engagement	Student asked to transfer him out of school. He is busy with work and have no time to attend
11/15/2022		Re-Engagement	Student asked to transfer her out of school. She is busy with work and have no time to attend
11/15/2022		Re-engagement	Called student to re-engage. No answer, sent text message informing her about counselor return and requested best days to set up check-in meetings.
11/16/2022		Re-Engagement	Student is sick. Will be back to the school when feel better
11/16/2022		Re-engagement	Reached out to student to re-engage. No response. LVM and Sent text.
11/16/2022		Re-Engagement	Couldn't reach the student. Left VM
11/16/2022		Re-Engagement	Student is currently in Santa-Rosa, will be back on Friday
11/16/2022		Re-Engagement	Call the student about signing IS for November. No answer
11/16/2022		Re-Engagement	Couldn't reach the student. Left VM
11/16/2022		Re-Engagement	Student is waiting for kindergarten for her child and can't attend school regularly. Will try to come tonight
11/16/2022		Re-Engagement	Couldn't reach the student. Left TM
11/16/2022		Re-Engagement	Student will come today
11/16/2022		Re-Engagement	Student moved to the Idaho.
11/16/2022		Re-engagement	No answer, mailbox is full. Sent a TM.
11/16/2022		ReEngagement	No answer and VM is not working.
11/16/2022		Re-Engagement	Couldn't reach the student. Left VM
11/16/2022		Re-Engagement	Student will come to the school tomorrow
11/16/2022		attendance	Student is currently sick, she will be returning after Thanksgiving break.
11/16/2022		ReEngagement	No answer left VM
11/16/2022		ReEngagement	No answer left VM
11/16/2022		Re-Engagement	Student changed his address and can't attend the Folsom Blvd. location. Will look for another location.
11/16/2022		ReEngagement	Student will be coming tomorrow to sign the IS and pick up homework.
11/16/2022		Re-Engagement	Couldn't reach the student. Left VM
11/16/2022		Re-engagement	Contacted student to re-engage, no answer. Left vm.
11/16/2022		Re-Engagement	Student will come to the school tonight

11/16/2022	[redacted]	Re-Engagement	Called. No answer, LVM and text. Let student know he is at risk of getting transferred out due to no progress being made. Offered extra support.
11/16/2022	[redacted]	Re-engagement	Contacted student for re-engagement, no answer. Left vm.
11/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/16/2022	[redacted]	Re-Engagement	Student is sick. Will be back to the school after Thanksgiving break
11/16/2022	[redacted]	ReEngagement	student will come to morning class, her husband is working during night this week.
11/16/2022	[redacted]	Attendance	Student reached out to me informing that she has been absent due to her work schedule. Will try to attend classes again soon.
11/16/2022	[redacted]	Re-Engagement	Call the student about IS for November
11/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/16/2022	[redacted]	re-engagement	Texted student to inform him that a piece of mail sent to him from Highlands was returned to Highlands by the post office. I also encouraged him to come back to class when he is able, and to ask him if he is now in the truck driving program.
11/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/16/2022	[redacted]	Re-engagement	Student has been sick but will start completing classwork tomorrow. She will also reach out to her teacher tomorrow. Counselor updated her phone number and case number in PS.
11/16/2022	[redacted]	Re-Engagement	Call student about possibility to sign IS for November
11/17/2022	[redacted]	re-engagement	Messaged student to inform them there is no class all of next week due to the Thanksgiving holiday and that I look forward to seeing them in class on Monday, 11/28/22
11/17/2022	[redacted]	re-engagement	Messaged student to inform them there is no class all of next week due to the Thanksgiving holiday and that I look forward to seeing them in class on Monday, 11/28/22.
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	Re-Engagement	Student's family is sick and she is taking care of them. Will try to come after holidays
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/17/2022	[redacted]	re-engagement	Messaged student to inform them there is no class all of next week due to the Thanksgiving holiday and that I look forward to seeing them in class on Monday, 11/28/22
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	re-engagement	Messaged student to inform them there is no class all of next week due to the Thanksgiving holiday and that I look forward to seeing them in class on Monday, 11/28/22
11/17/2022	[redacted]	re-engagement	Messaged student to inform them there is no class all of next week due to the Thanksgiving holiday and that I look forward to seeing them in class on Monday, 11/28/22
11/17/2022	[redacted]	Re-Engagement	Student is sick. Will be back after Thanksgiving break
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM

11/17/2022	[redacted]	Re-Engagement	Student phone is not in service. I called on ECN and left a message
11/17/2022	[redacted]	Re-Engagement	Call the student about IS forms for November
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	re-engagement	Messaged student to inform them there is no class all of next week due to the Thanksgiving holiday and that I look forward to seeing them in class on Monday, 11/28/22
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	Re-Engagement	Call the student about opportunity to sign IS form for November
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	Re-Engagement	Student is sick. Will be back to the school after Thanksgiving holidays
11/17/2022	[redacted]	Re-Engagement	Student is not feel well. Will try to come today or tomorrow
11/17/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/17/2022	[redacted]	re-engagement	Messaged student to inform them there is no class all of next week due to the Thanksgiving holiday and that I look forward to seeing them in class on Monday, 11/28/22
11/17/2022	[redacted]	Re-Engagement	No answer. Left VM
11/17/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow 11/18/22
11/17/2022	[redacted]	Re-Engagement	No answer. Left VM
11/17/2022	[redacted]	Re-Engagement	No answer. Left VM
11/17/2022	[redacted]	Re-Engagement	No answer. Left VM
11/17/2022	[redacted]	Re-Engagement	No answer. Left VM
11/18/2022	[redacted]	Re-engagement	Spoke with student over the phone regarding pacing and progress.Student gets surgery on his foot and ankle this upcoming week during the break. Sent login info in case he is able to and wants to log in. Will reconnect when we return from break.
11/18/2022	[redacted]	Re-engagement	Student did not show for zoom meeting but logged on and completed one post test.
11/18/2022	[redacted]	ReEngagement	Student stated she had really bad toothache to come school. She will come back after the break.
11/18/2022	[redacted]	Student Attendance	Student was absent for the whole month of november.
11/22/2022	[redacted]	Re-Engagement	I contacted the student, and he is going to attend his call next week as normal.
11/22/2022	[redacted]	Re-Engagement	I called the student, and he is going to attend his class normally starting next week. He has full time work schedule. He will pick up IS works too.
11/22/2022	[redacted]	Re-Engagement	I have tried to contact the student, but she did not take my calls. I left her Voice mail too.
11/22/2022	[redacted]	Re-Engagement	She is going to join her class by next week, and she is feeling better now.

11/22/2022	[redacted]	Re-Engagement	The student has got a medical issue, and she will be back to class soon
11/22/2022	[redacted]	Re-Engagement	I called the student, and he promised that he will attend the class on everyday bases, starting next week.
11/22/2022	[redacted]	Re-engagement	She didn't answer but I left voicemail.
11/22/2022	[redacted]	Re-Engagement	She is a new enrolled student, and she is going to join her class after Thanks giving break.
11/22/2022	[redacted]	Re-Engagement	I called the student, but he didn't take my calls.
11/22/2022	[redacted]	Re-engagement	She didn't answer but I left voicemail.
11/22/2022	[redacted]	Re-engagement	He will come on Monday to take IS .
11/22/2022	[redacted]	Re-engagement	She didn't answer but I sent voicemail.
11/22/2022	[redacted]	Re-engagement	She will come on Monday.
11/22/2022	[redacted]	Re-engagement	He didn't answer the phone.
11/22/2022	[redacted]	Re-engagement	She didn't answer the Phone but I left the voicemail.
11/22/2022	[redacted]	Re-engagement	She didn't answer the phone.
11/22/2022	[redacted]	Re-Engagement	The student will attend her class 3 to 4 days a day, because she has got a part time job now. She did the IS works too.
11/22/2022	[redacted]	Re-engagement	He will come on Monday to take IS.
11/22/2022	[redacted]	Re-engagement	She is sick but she will come on Monday to take IS.
11/22/2022	[redacted]	Re-engagement	He didn't answer the phone.
11/22/2022	[redacted]	Re-Engagement	She will be present in class next week.
11/22/2022	[redacted]	Re-engagement	He didn't answer but I left voicemail.
11/22/2022	[redacted]	Re-engagement	She will come on Monday.
11/22/2022	[redacted]	Re-Engagement	I called the student, but she didn't pick my calls. I left her a voice mail too.
11/22/2022	[redacted]	Re-engagement	She didn't answer the phone but I left voicemail.
11/22/2022	[redacted]	Re-engagement	She didn't answer the phone but I left voicemail.
11/22/2022	[redacted]	Re-engagement	He is going to another school.
11/22/2022	[redacted]	Re-Engagement	I called the student, and he will be present in class next week.
11/22/2022	[redacted]	Re-Engagement	I have called the student many times, but he didn't take me calls. I left him a VM too.
11/22/2022	[redacted]	Re-Engagement	I called the student, but he didn't pick my calls. I left him voice mail too.
11/22/2022	[redacted]	Re-Engagement	I called the student, but she didn't pick my calls. I left her a voice mail too.
11/22/2022	[redacted]	Re-Engagement	I called the student, and she moved to other State, and she is not attending HCCS any more. I gave her CICA's contact details, and she is going to contact CICA for online class in two weeks.
11/22/2022	[redacted]	Re-Engagement	I have called the student many times, but he didn't take my calls. I left him VM too.
11/22/2022	[redacted]	Re-Engagement	I called the student, she attend her class everyday, and she is going to pick up IS forms for the absent days.

11/22/2022	[redacted]	Re-Engagement	I called the student, and he is going to attend his class next week.
11/22/2022	[redacted]	Re-Engagement	The student didn't take my call, and I left him VM.
11/22/2022	[redacted]	Re-Engagement	The student didn't take my call, and I left her voice mail to get back to me.
11/22/2022	[redacted]	Re-Engagement	I called the student, and he is going to attend his class normally starting next week. She picked up the IS works.
11/22/2022	[redacted]	Re-Engagement	She promised to attend her class every day.
11/22/2022	[redacted]	Re-Engagement	The student will pick up the IS works, and she is going to attend her class normally soon.
11/22/2022	[redacted]	Re-Engagement	I called the student, and he is going to attend his class normally starting next week.
11/22/2022	[redacted]	Re-Engagement	I call the student, and she had many doctor's appointments for her children. She will attend her class as usual starting next week.
11/22/2022	[redacted]	Re-Engagement	I called the student, and he has sorted the medical issue that he had. He will attend the school on daily bases, and he will do the IS works too.
11/22/2022	[redacted]	Re-Engagement	I called the student, and she will be present in class next week.
11/22/2022	[redacted]	Re-Engagement	The student didn't take my calls. She is a new enrolled student.
11/22/2022	[redacted]	Re-Engagement	The student has signed IS, and she is going to attend her class normally next week.
11/22/2022	[redacted]	Re-Engagement	I have called the student many times, but she didn't take my call. I left her voice mail too.
11/22/2022	[redacted]	Re-Engagement	I talked with the student, and he promised to start attending class next week after Thanks giving break.
11/23/2022	[redacted]	Re-Engagement	I called him, and he will try his best to be present every day. He has part time job, but he promised to manage time for his class. He already did the IS works for Nov 2022.
11/23/2022	[redacted]	Re-Engagement	I called the student, and from now on, she will be in class regularly. She picked up the IS works for the month of Nov 2022.
11/23/2022	[redacted]	Re-Engagement	The student already picked up the IS works for Nov 2022.
11/23/2022	[redacted]	Re-Engagement	She picked up IS Package, and she is going to attend her class in next two weeks.
11/23/2022	[redacted]	Re-Engagement	I called her, and she will be in class on daily bases, starting next week.
11/23/2022	[redacted]	Re-Engagement	I called the student, and he will be present in class. He picked up the IS works too.
11/23/2022	[redacted]	Re-Engagement	The student will attend her class on daily bases. She already picked up the IS works for the month of Nov 2022.
11/23/2022	[redacted]	Re-Engagement	I have called the student, but she did not take my calls. I left her Voice mail too.
11/23/2022	[redacted]	Re-Engagement	I called the new enrolled student, and she was busy with medical issue of her child. But, the issue sorted, and she will attend her school normally.
11/23/2022	[redacted]	Re-Engagement	I called the student, and he is attending Vicky Neal's class at Edison Site. But, his name is in two location, at College Oak Dr. in Stacey Williams's class and Edison Site in Vicki Neal's class. The student doesn't want to attend at College Oak Dr. Site.
11/23/2022	[redacted]	Re-Engagement	I called the student, but he didn't take my calls. He already has the IS works for the month of Nov 2022.
11/23/2022	[redacted]	Re-engagement	Didn't answer the phone.
11/23/2022	[redacted]	Re-Engagement	I called the student, and she has some medicals issue which are going to be sorted soon. She will join online class if the issue took longer. She picked up the IS works too.
11/23/2022	[redacted]	Re-engagement	He will come on Monday.

11/23/2022	[redacted]	Re-engagement	Didn't answer the phone.
11/23/2022	[redacted]	Re-engagement	He will come on Monday to take IS.
11/23/2022	[redacted]	Re-engagement	She will come on Monday to take IS.
11/23/2022	[redacted]	Re-engagement	Didn't answer the phone.
11/23/2022	[redacted]	Re-Engagement	After many calls, the student doesn't want to attend his class. Because, he got a full time job, and far from Sacramento. At the moment, he doesn't want online class too.
11/23/2022	[redacted]	Re-Engagement	She will improve her attendance from next week.
11/23/2022	[redacted]	Re-Engagement	I called the student, she had transportation issue which is sorted. She will attend her class on daily bases from now on.
11/23/2022	[redacted]	Re-Engagement	I called the student, and she will attend her class everyday.
11/23/2022	[redacted]	Re-Engagement	I called the student, and he will try his best to be in the class everyday. He will do the IS works too.
11/23/2022	[redacted]	Re-Engagement	I called the student, and his son is sick. As soon as his son feel better, he will be back in his class. He picked up IS package from College Oak Dr. Site.
11/23/2022	[redacted]	Re-Engagement	I called the student, and his son is sick. As soon as his son feel better, he will be back in his class. He picked up IS package from College Oak Dr. Site.
11/23/2022	[redacted]	Re-engagement	He will come on Monday.
11/23/2022	[redacted]	Re-Engagement	The student has part time job, and she already manage to attend her class on daily base too. She already picked up her IS works.
11/23/2022	[redacted]	Re-Engagement	I called the student, and her child has medical issue. She will be back normally when her child feel better.
11/23/2022	[redacted]	Re-engagement	He didn't answer the phone.
11/23/2022	[redacted]	Re-Engagement	I called the student, and she has child care issue. As soon as the issue solved, she will attend her class every day. She picked up the IS works for Nov 2022.
11/23/2022	[redacted]	Re-Engagement	I contacted her, and she is going to join her class by next week. She is trying her best to manage time, because she has full time job too.
11/23/2022	[redacted]	Re-engagement	She didn't answer the phone but I left the voicemail.
11/23/2022	[redacted]	Re-Engagement	She didn't take my calls, and also, I tried her emergency contact too.
11/23/2022	[redacted]	Re-Engagement	She has a new job, and she will mange time to attend her class too. She is going to pick up IS works next week too.
11/23/2022	[redacted]	Re-engagement	He will come on Monday.
11/23/2022	[redacted]	Re-Engagement	I have called the student many times, but she didn't pick my call. Also, I have tried her school issued phone [redacted] and her personal phone too.
11/23/2022	[redacted]	Re-Engagement	I called the student, and she is going to attend his class normally starting next week. She picked up the IS works.
11/23/2022	[redacted]	Re-engagement	He will come on Monday to take IS.
11/23/2022	[redacted]	Re-engagement	She will come on Monday to take IS.
11/23/2022	[redacted]	Re-Engagement	I contacted the student, and she has new baby born. Her new birth baby has medical issue. As soon as the baby feel better, she will be back in her class. Also, she is going to pick up the IS form College Oak Dr. Site next week.
11/23/2022	[redacted]	Re-engagement	She is sick but she will come on Monday to take IS.

11/23/2022	[redacted]	Re-engagement	He will come on Monday to take IS.
11/23/2022	[redacted]	Re-Engagement	I called the student, she had many doctors appointment for her children, and she will attend her class. She already did the IS works.
11/23/2022	[redacted]	Re-Engagement	I called the student, and he had some doctor appointment. He will attend his class on daily bases after Thanksgiving break.
11/23/2022	[redacted]	Re-Engagement	I called the student, and he want to join online class, and he will be at College Oak Dr. Site on Monday to transfer him to CICA. Also, I gave him CICA's contact details, in order call and get information based on his language. The reason he want to attend online is full time job.
11/23/2022	[redacted]	Re-engagement	He didn't answer the Phone but I left viocmail.
11/23/2022	[redacted]	Re-engagement	He will come on Monday to take Is.
11/23/2022	[redacted]	Re-Engagement	I called her, and she is going to try her best to manage time, and be in the class regularly.
11/23/2022	[redacted]	Re-Engagement	The student already picked up the IS works, and she will be in class every day after thanksgiving break.
11/28/2022	[redacted]	Re-Engagement	Regarding the student's health problem, she wants to transfer to CICA.
11/28/2022	[redacted]	Re-Engagement	The student has a problem with his work schedule. He'll return to the class.
11/28/2022	[redacted]	Re-Engagement	Met with student in person. Student will complete one more elective class and will enroll in the next cohort of Medical Assistant at Gurnick.
11/28/2022	[redacted]	Re-Engagement	Called student to offer IS. No answer. V.M was left.
11/28/2022	[redacted]	Re-Engagement	Call the student to offer IS. Student will come to the class tonight
11/28/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
11/28/2022	[redacted]	Re-Engagement	Student will come to the class tonight
11/28/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/28/2022	[redacted]	Re-Engagement	Student got sick week ago and still not feel good
11/28/2022	[redacted]	Re-Engagement	Student will come to the class tonight
11/28/2022	[redacted]	Re-Engagement	The student is sick, she'll return to class next week.
11/28/2022	[redacted]	Re-engagement	Contacted student for re-engagement, no answer. Left vm. Student only has 8.5 credits to obtain his High School Diploma.
11/28/2022	[redacted]	Student Absence	Student is away on vacation- student will return at a later time.
11/28/2022	[redacted]	Re-engagement	I have reached out to the student, talked to her husband. She wants online class, she is not able to come in person because she has small babies.
11/28/2022	[redacted]	Re-Engagement	Student got sick week ago and still not feel good
11/29/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for November.
11/29/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for November.
11/29/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for November.
11/29/2022	[redacted]	Re-Engagement	Call the student about signing IS form for November
11/29/2022	[redacted]	Re-engagement	Have not heard back from student since before break. Sent a text message letting her know if we do not hear back in, we would reach out to her emergency contacts next week.
11/29/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM

11/29/2022	[redacted]	Re-Engagement	Student got sick. Will be back to the school on next week
11/29/2022	[redacted]	ReEngagement	Will be coming tonight to pick up homework.
11/29/2022	[redacted]	Re-Engagement	Student will come to the school on December 2nd
11/29/2022	[redacted]	Re-Engagement	Student will come to the school on December 2nd
11/29/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/29/2022	[redacted]	Re-Engagement	Call the student about IS option
11/29/2022	[redacted]	ReEngagement	No answer and VM is not working.
11/29/2022	[redacted]	ReEngagement	No answer and VM is not working.
11/29/2022	[redacted]	ReEngagement	No answer left a VM.
11/29/2022	[redacted]	ReEngagement	No answer VM is not working
11/29/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/29/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
11/29/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
11/29/2022	[redacted]	Re-Engagement	No answer. Left VM
11/29/2022	[redacted]	Re-Engagement	Student will come to the school during the week
11/29/2022	[redacted]	Re-Engagement	Student will come to the school today 11/29/2022
11/29/2022	[redacted]	Re-Engagement	No answer. Left VM
11/29/2022	[redacted]	Re-Engagement	No answer. Left VM
11/29/2022	[redacted]	Re-Engagement	No answer. Left VM
11/29/2022	[redacted]	Re-Engagement	Student in process to be transferred to CICA
11/30/2022	[redacted]	Re-Engagement	The student is busy with his job schedule, but he'll come to class next week.
12/1/2022	[redacted]	Re-engagement	Student responded. Mentioned phone broke and was in Texas for a funeral over the break. Asked student to re-engage with work this week and follow up pushed to next week.
12/1/2022	[redacted]	Re-Engagement	Student is taking care of two little kids and can't attend the school. Also she has transportation problems. Student planning to return to the school in the next year
12/1/2022	[redacted]	Re-Engagement	Left student TM about possibility to come and sign the IS form for November and December
12/1/2022	[redacted]	Re-Engagement	Student said she found another school and do not want to attend Highland anymore.
12/1/2022	[redacted]	Re-Engagement	Student said he found another school and do not want to attend Highland anymore.
12/1/2022	[redacted]	Re-Engagement	Student has little kids she has to take care about because DHA cancel their request for kindergarden
12/1/2022	[redacted]	Re-Engagement	CAll the student about possibility to sign IS for November and December
12/1/2022	[redacted]	Re-Engagement	Student will come to the school today
12/1/2022	[redacted]	Re-engagement	Spoke with student regarding pacing. Student logged back into Edmentum.

12/1/2022	[redacted]	Re-Engagement	Send aTM for student about possibility to sign IS for November and December
12/1/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
12/1/2022	[redacted]	Re-Engagement	Student attending another English school
12/1/2022	[redacted]	Re-Engagement	Send aTM for student about possibility to sign IS for November and December
12/1/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/1/2022	[redacted]	Re-engagement	Student has not logged on since before the break. Reached out to check in on tentative move to Texas and if the move had been scheduled yet.
12/1/2022	[redacted]	Re-Engagement	Student was absent because his kids were sick and he has to take care of them. Will be back to the school on next week
12/1/2022	[redacted]	Re-Engagement	Student was absent because her kids were sick and she has to take care of them. Will be back to the school on next week
12/1/2022	[redacted]	Re-Engagement	Student will come to the school tomorrow
12/1/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/1/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
12/2/2022	[redacted]	Re-engagement	Student is working a lot and plans on returning to school after winter break. Her goal is to become a food inspector so she's interested in the food and safety iCEV program.
12/2/2022	[redacted]	Re-engagement	Called student to re-engage. No answer. LVM.
12/2/2022	[redacted]	Re-engagement	Reached out to re-engage student. The entire family has been sick for 2.5 weeks. Student is focused on taking care of her sick children. She hopes to continue working on classwork soon.
12/6/2022	[redacted]	Re-engagement	Called student 12/6/22. No answer. Left voicemail.
12/6/2022	[redacted]	Absence	The students doesn't feel well(asthma attacks). Will return when feels better.
12/6/2022	[redacted]	Absence	The student is sick (doing chemotherapy). Will return when feels better.
12/6/2022	[redacted]	Re-engagement	Called 12/16/22. No answer. Left voicemail.
12/6/2022	[redacted]	Re-engagement	Called 12/6/22. No answer. Left voicemail.
12/6/2022	[redacted]	Re-engagement	Called 12/6/22. No answer. Left voicemail.
12/6/2022	[redacted]	Re-engagement	Called 12/6/22. No answer-phone number not working (926-271-5828)-unable to leave voicemail.
12/6/2022	[redacted]	re-engagement	No answer, LVM and TM.
12/6/2022	[redacted]	Re-engagement	Spoke with student over the phone regarding lack of progress. Student is working a temp job until he can find something more stable. Reminded of goal and requirement for class. Is planning on coming in tomorrow.
12/6/2022	[redacted]	Attendance	Called 12/6/22. Student is enrolled in both AM/PM classes so she can attend one or the other due to her shifting work schedule. Has been recently scheduled for AM work so has been attending the PM class.
12/6/2022	[redacted]	Re-Engagement/Attendance	Called 12/6/22. No answer. Left voicemail.
12/6/2022	[redacted]	Re-Engagement/Attendance	Called 12/6/22. No answer. Left voicemail.
12/6/2022	[redacted]	Absence	The student is in the hospital. Will return when feels better
12/6/2022	[redacted]	Re-engagement	Reached out to ask student what support she needed to meet weekly goal. No response.

12/6/2022	[redacted]	Re-Engagement/Attendance	Per student was been absent because she had been ill and is able to return to class tomorrow 12/7/22.
12/6/2022	[redacted]	Re-Engagement/Attendance	Called student and she said she will be in class tomorrow 12/7/22- had been switched to AM schedule at work and was unable to attend class.
12/6/2022	[redacted]	Re-engagement	Called and left VM.
12/6/2022	[redacted]	Attendance	Called 12/6/22. Per student will come to class tomorrow. Per student also said she enrolled in PM class so she could attend PM when she can't attend AM due to work.
12/6/2022	[redacted]	Re-Engagement/Attendance	Called 12/6/22. Per student said she hurt her leg and is unable to attend class but thinks she will be able to attend next month. Told student I will let teacher know and follow up with her.
12/6/2022	[redacted]	Re-Engagement/Attendance	Called 12/6/22. Phone number not able to accept calls at this time. Unable to leave VM.
12/7/2022	[redacted]	Attendance	Based on teacher's request, Called the student and explained that if she do not plan on attending class regularly, she need to come to class as soon as possible to complete IS paperwork so the teacher can give them attendance credit.
12/7/2022	[redacted]	re-engagement	Sent a text.
12/7/2022	[redacted]	re-engagement	Left a message
12/7/2022	[redacted]	re-engagement	Sent a message.
12/7/2022	[redacted]	re-engagement	Left a message.
12/7/2022	[redacted]	re-engagement	Left a message.
12/7/2022	[redacted]	re-engagement	Left a message.
12/7/2022	[redacted]	Attendance	Wanted to pass teacher Shavan's message regarding IS and attendance to the student, but he didn't answer the call.
12/7/2022	[redacted]	Re-engagement	Sent a message.
12/7/2022	[redacted]	re-engagment	Left a message.
12/7/2022	[redacted]	Attendance	Based on teacher's request, Called the student and explained that if he do not plan on attending class regularly, he need to come to class as soon as possible to complete IS paperwork so the teacher can give them attendance credit.
12/7/2022	[redacted]	re-engagment	Left a message.
12/7/2022	[redacted]	Attendance	Based on teacher's request, Called the student and explained that if she do not plan on attending class regularly, she need to come to class as soon as possible to complete IS paperwork so the teacher can give them attendance credit.
12/7/2022	[redacted]	Attendance	the student has moved to Idaho state, she stated that her teacher knows this.
12/7/2022	[redacted]	re-engagement	Left a message.
12/7/2022	[redacted]	Attendance	Called the student to pass his teacher concern about his attendance and IS, but he didn't answer the call.
12/7/2022	[redacted]	re-engagement	Left a message.
12/7/2022	[redacted]	Attendance	Based on teacher's request, Called the student and explained that if he do not plan on attending class regularly, he need to come to class as soon as possible to complete IS paperwork so the teacher can give them attendance credit.

12/7/2022	[redacted]	re-engagement	Left a message.
12/8/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/8/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/8/2022	[redacted]	Re-Engagement	The student notified that she has heart problems and she sees a cardiologist
12/8/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/8/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/8/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/8/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/8/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/8/2022	[redacted]	Re-Engagement	Student can't attend the school because she has a child and no one to babysit with. Student interested in CICA
12/8/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/8/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
12/8/2022	[redacted]	Re-Engagement	Student is busy with two works and has no time to attend the school
12/8/2022	[redacted]	Re-Engagement	Send aTM for student about possibility to sign IS for December
12/8/2022	[redacted]	Re-Engagement	Student made a request to be transferred to CICA
12/8/2022	[redacted]	Re-Engagement	Send aTM for student about possibility to sign IS for December
12/8/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/8/2022	[redacted]	Re-Engagement	Send aTM for student about possibility to sign IS for December
12/9/2022	[redacted]	Re-Engagement	No answer left a VM.
12/9/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/9/2022	[redacted]	Re-Engagement	Student taking care of his health and have few doctor appointments. Will be back to school on next week
12/9/2022	[redacted]	Re-Engagement	Student only attending morning classes
12/9/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
12/9/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/9/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/9/2022	[redacted]	Re-Engagement	Student will come to the class tonight
12/9/2022	[redacted]	Re-Engagement	Student was sick. Will be back to the class today.
12/9/2022	[redacted]	Re-Engagement	Student work shift is different and student attend either morning or evening classes
12/9/2022	[redacted]	Re-Engagement	Student got sick. Will be back to the school on Monday, 12/12/2022
12/9/2022	[redacted]	Re-Engagement	Student is working as a truck driver and have no time to attend school
12/9/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.

12/9/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM
12/9/2022		ReEngagement	Student stated that he changed his work schedule, he will return in two weeks.
12/9/2022		ReEngagement	No answer left VM.
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM
12/9/2022		Re-Engagement	Call the student about opportunity to sign IS form for December
12/9/2022		Re-Engagement	Student is working and has no time for school
12/9/2022		Absent	Student sent an email to sor support notifying us that he is sick and will not be in class today. Relayed the information to student's teacher.
12/9/2022		Re-Engagement	Student is working and helping his wife to take care about their kids. He will come to the school when he has time
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM
12/9/2022		Re-Engagement	Call the student about opportunity to sign IS form for December
12/9/2022		Re-Engagement	Call the student about opportunity to sign IS form for December
12/9/2022		Re-Engagement	Call the student about opportunity to sign IS form for December.
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM
12/9/2022		Re-Engagement	Student will come to the school tonight
12/9/2022		Re-Engagement	No answer. Left VM
12/9/2022		Re-Engagement	Student will come on next week
12/9/2022		Re-Engagement	Student will come on next week
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/9/2022		Re-Engagement	Call the student about opportunity to sign IS for December
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/9/2022		Re-Engagement	Student just recovered from the flu and will be back to the school on next week.
12/9/2022		Re-Engagement	Student just recovered from the flu and will be back to the school on next week.

12/9/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/9/2022		Re-Engagement	Student will come to the school on next week
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/9/2022		Re-Engagement	Student will come to the school tonight.
12/9/2022		Re-Engagement	Call the student about opportunity to sign IS for December
12/9/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/12/2022		Student Attendance	No work has been done since 11/5. Called and left message
12/12/2022		Student Attendance	Left message with student. No work in weeks
12/12/2022		Student Attendance	Student came in person to finish her final 2 classes and needed help in those subjects. Taking CASAS test today as well
12/12/2022		Student Attendance	Student has not logged in since 10/23. Called an no response
12/12/2022		Student Attendance	Student has not logged in since 9/6. Called an no response
12/12/2022		Student Attendance	Called to speak with student and talk about independent lessons to cover for the week.
12/12/2022		Student Attendance	Student will be in this week to take the CASAS test
12/12/2022		Student Attendance	Student has not logged in since 10/12. Called an no response
12/13/2022		Re-engagement	Spoke with student over the phone to re-engage. Student mentioned he has been working but would attempt to log on soon. Reminded him of 3 hours per week minimum unless otherwise communicated because his last log was 11/18 in Edmentum.
12/13/2022		re-engagement	She has a foot injury and says she will not be back to school for a few weeks.
12/13/2022		re-engagement	Banoo came in and said she will not be coming to class any longer. Her husband went back to work and she has to stay home with her kids. She is not interested in CICA.
12/13/2022		Attendance	Student was absent for a few days because her child was sick, is planning to return on 12/15
12/14/2022		Attendance	Student came to inform that he would be out today, 12/14, and tomorrow 12/15.
12/16/2022		Attendance	Student has a concern that she can't attend daily due to the difficulties of transportations. She needs more attendance that the county is requesting from her. I explained to her the IS papers that she can get attendance and come to school at least three days a week.
12/16/2022		Re-Engagement	Left TM about possibility to come and sign IS for December.
12/16/2022		Re-Engagement	No answer, left a VM
12/16/2022		Re-Engagement	Couldn't reach the student. Left VM
12/16/2022		Re-Engagement	Student made a request to transfer to CICA
12/16/2022		Re-Engagement	Left TM about possibility to come and sign IS for December.
12/16/2022		Re-Engagement	Left TM about possibility to come and sign IS for December.
12/16/2022		Re-Engagement	Couldn't reach the student. VM not working. Left TM
12/16/2022		Re-Engagement	Student will come to the school today

12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/16/2022	[redacted]	Re-Engagement	Student will come to the school today 12/16/22
12/16/2022	[redacted]	Re-Engagement	Student is working and can't attend school often
12/16/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/16/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/16/2022	[redacted]	Re-Engagement	Student is working as a truck driver and will be back to school in January 2023
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Student will come to the school today 12/16/22
12/16/2022	[redacted]	Re-Engagement	Student is moved to the new location and had no time yet to look for new location near her place
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Student went to the NY for a week and will be back to the class tonight
12/16/2022	[redacted]	Re-Engagement	Student went to the NY for a week and will be back to the class tonight
12/16/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/16/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/16/2022	[redacted]	Re-Engagement	Student schedule is different and he can't attend school often
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Student is working in Santa-Rosa and can't attend school
12/16/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Student called me tonight and stated that she is not interested in attending Highlands any longer.

12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
12/16/2022	[redacted]	Re-Engagement	Student is sick and will come to school on next week
12/16/2022	[redacted]	Re-Engagement	Student will come to the school tonight
12/16/2022	[redacted]	Re-Engagement	Student is taking care of her kids and can't come to the school often
12/16/2022	[redacted]	Re-Engagement	Student only attending morning classes
12/16/2022	[redacted]	Re-Engagement	Call the student about opportunity to sign IS form for december
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Student is busy with work and can't attend school often
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
12/16/2022	[redacted]	Re-Engagement	Student was sick and will come to the school on next week
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
12/16/2022	[redacted]	Re-Engagement	Student will come to the school on Monday 12/19/22
12/16/2022	[redacted]	Re-Engagement	Student will come to the school on Monday 12/19/22
12/16/2022	[redacted]	Re-Engagement	Student will come on next week
12/16/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
12/16/2022	[redacted]	Re-Engagement	Student was sick. Will come to the school on next week.
12/16/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December.
12/16/2022	[redacted]	Re-Engagement	Student will come to the school tonight
12/16/2022	[redacted]	Re-Engagement	Student is sick and will come on next week.
12/19/2022	[redacted]	Re-engagement	Called, left VM and sent text.
12/19/2022	[redacted]	Re-Engagement	Student called and asked to transfer him out of the system. He is working a lot and has no time to attend the school.
12/20/2022	[redacted]	Re-engagement	Called, mailbox is full. Sent text to confirm meeting for the week.
12/20/2022	[redacted]	Re-engagement	Reached back out to follow up on work samples and consistent time to meet in new year.
12/20/2022	[redacted]	Re-Engagement	Student call and said that her daughter got sick. Student not be able to attend the school till the end of the week.
12/21/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December and about winter break dates.
12/21/2022	[redacted]	Re-Engagement	Left TM about possibility to come and sign IS for December and about winter break dates.

12/21/2022	[redacted]	Re-Engagement	Student will be back to the school in January 2023
12/21/2022		Re-Engagement	Student was sick and will be back in January 2023
12/21/2022		Re-Engagement	Student attending morning classes on this week
12/21/2022		Re-Engagement	Call the student about possibility to sign IS form for December
12/21/2022		Re-Engagement	Student will come to the school tonight.
12/21/2022		Re-Engagement	Student will come to the school today
12/21/2022		Re-Engagement	Left TM about possibility to come and sign IS for December and about winter break dates.
12/21/2022		Re-Engagement	Left TM about possibility to come and sign IS for December and about winter break dates.
12/21/2022		Re-Engagement	Student call back and said that she is not able to attend classes now. But she is considering to be back to the school in the future.
12/21/2022		Re-Engagement	Left TM about possibility to come and sign IS for December and about winter break dates.
12/21/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/21/2022		Re-Engagement	Student is moved to the new location and still looking for new location near her place
12/21/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/21/2022		Re-Engagement	Couldn't reach the student. Left VM
12/21/2022		Re-Engagement	Left TM about possibility to come and sign IS for December and also about winter break dates
12/21/2022		Re-Engagement	Left TM about possibility to come and sign IS for December and also about winter break dates
12/21/2022		Re-Engagement	Student is still in Santa-Rosa and will be back after winter break
12/21/2022		Re-Engagement	Left TM about possibility to come and sign IS for December and also about winter break dates
12/21/2022		Re-Engagement	Left TM about winter break dates.
12/21/2022		Re-Engagement	Left TM about winter break dates
12/21/2022		Re-Engagement	Student will come to the school during the week
12/21/2022		Re-Engagement	Call the student about the winter break dates
12/21/2022		Re-Engagement	Couldn't reach the student. Left TM
12/21/2022		Re-Engagement	Couldn't reach the student. Left TM
12/21/2022		Re-Engagement	Couldn't reach the student. Left VM
12/21/2022		Re-Engagement	Left the TM about possibility to sign IS for December and also about winter break dates
12/21/2022		Re-Engagement	Call the student about winter break holidays
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Student notified that she will not attend school because it's hard for her age.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.

12/22/2022	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Couldn't reach the student. Left TM
12/22/2022		Student Attendance	I tried to contact the student on 11/16, 12/2 and 12/22 but the phone is off. She didn't return to school after 11/8.
12/22/2022		Re-Engagement	Student is working as a truck driver and will be back to school in January 2023
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Student will come to the class tonight
12/22/2022		Re-Engagement	Student will come to the class tomorrow.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Couldn't reach the student. Left TM.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Student will come to the class tonight
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM
12/22/2022		Re-Engagement	Student is out of town and will be back after winter break
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM
12/22/2022		Re-Engagement	Couldn't reach the student. Left TM
12/22/2022		Re-Engagement	Student will come to the class tonight
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM
12/22/2022		Re-Engagement	Couldn't reach the student. Left TM.
12/22/2022		Student Attendance	I tried to contact the student on 11/16, 12/2 and 12/22 but the phone is off. He didn't return to school after 11/4.
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/22/2022		Re-Engagement	Student will come to the school tomorrow 12/23/22
12/22/2022		Re-Engagement	Couldn't reach the student. Left VM.
12/27/2022		Attendance	Information about attendance provided for the student.
12/28/2022		Re-engagement	The student interested in our program I sent her the link to fill out the online form.

[redacted]			
		Student Email & Attendance Check	Welcomed the student to the school. Provided student email and password. Informed the student about the phone opportunity.
1/4/2023			
1/9/2023		Attendance	Student will be absent on 01/10/2023
1/9/2023		Absent	Student will not attend classes today
1/9/2023		Attendance	Student will be absent on 01/10/2023
1/10/2023		Re-engagement	Student is back from trip and ready to begin classes. Follow up scheduled next Tuesday at 4:30 PM. Emailed and text login information. Student recalls making progress in math course but credits are not reflecting in PS and course is not showing in Edmentum. Emailed for support.
1/10/2023		Re-engagement	Called, phone call went to VM. Left VM and sent text.
1/10/2023		Attendance	Student will be taking a break from school because she is enrolling kids into school
1/10/2023		Re-Engagement	Student come to the site to notify that he got sick and will be absent for a few days.
1/10/2023		Re-engagement	Student has not completed coursework in one learning period and is missing work samples. Reached out to confirm interest in school moving forward.
1/11/2023		Re-Engagement	Couldn't reach the student. Left VM
1/11/2023		Re-Engagement	Student asked to transfer her to the evening class
1/11/2023		ReEngagement	No answer left a VM.
1/11/2023		ReEngagement	No answer left a VM.
1/11/2023		Re-Engagement	Student interested in CICA because she has two kids she has to take care about.
1/11/2023		Attendance	student will not be able to attend until february due to personal reasons
1/11/2023		Attendance	Student will be out due to her being sick will come back to class when she feels better
1/12/2023		Re-engagement	Reached out to student to schedule a zoom meeting. No response.
1/12/2023		Attendance	Student will not be attending for a period of time
1/12/2023		ReEngagement	Student stated that he had an open heart surgery and he will return as soon as he feels better. His wife will pick up homework for him so he can work at home for now.
1/12/2023		Re-engagement	Spoke with student to re-engage. Student has been having challenges with arthritis and pain but is looking to start class over the weekend. Asked her to attempt to complete at least 2 assignments before our follow up next week. Resent login info for email and Edmentum.
1/12/2023		Re-Engagement	Student is working and can't attend morning classes. Only evening.
1/12/2023		Attendance	student will be absent for the day
1/12/2023		Re-Engagement	Couldn't reach the student. VM is not set up. Left TM to emergency contact
1/13/2023		Re-Engagement	Call the student to verify about morning/evening attendance. Student will call back later.
1/13/2023		re-engagement	Sent a message to invite him into class.
1/13/2023		Re-Engagement	Call the student to ask about attendance. He will come to the school on 01/16/23
1/13/2023		Re-Engagement	Call the student to ask about attendance. He will come to the school on 01/16/23

1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	ReEngagement	VM full left a TM.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/13/2023	[redacted]	re-engagement	Sent a message to invite him into class.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. VM not working. Left TM
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/13/2023	[redacted]	Re-Engagement	Student will come on next week.
1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	Re-Engagement	Student got sick and will come to the school when feel better.
1/13/2023	[redacted]	Re-Engagement	Student will come on next week
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	re-engagement	Sent a message to invite him to class.
1/13/2023	[redacted]	Re-Engagement	Student will come to the school on next week
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	Re-Engagement	Student call back and said he is working as a truck driver and he is out of town for 3 weeks.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
1/13/2023	[redacted]	ReEngagement	student stated he was working during day, it was hard for him to attend at night. He will be coming in today to pick up homework.
1/13/2023	[redacted]	Re-Engagement	Student will be back to the school on next week
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	Re-Engagement	Student transferred to SALAM location from Folsom Blvd.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM

1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/13/2023	[redacted]	Re-Engagement	Student will come to the school today 01/13/2023
1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
1/13/2023	[redacted]	Re-Engagement	Student will come to the class on next week
1/13/2023	[redacted]	ReEngagement	Spoke to the wife, he was at work. He will come on Tuesday.
1/13/2023	[redacted]	ReEngagement	NA left a VM.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	Re-Engagement	Student will come on next week
1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	Re-Engagement	Call the student to ask about attendance. He will come to the school on 01/16/23
1/13/2023	[redacted]	Re-Engagement	Call the student to ask about attendance. She will come to the school on 01/16/23
1/13/2023	[redacted]	Re-Engagement	Student will come to the school on next week
1/13/2023	[redacted]	ReEngagement	Student stated that he will return on next week.
1/13/2023	[redacted]	re-engagement	Sent a message to invite him back to class.
1/13/2023	[redacted]	Re-Engagement	Student is working and has no time to attend the school
1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/13/2023	[redacted]	Re-Engagement	Call the student to ask about attendance. She will come to the school on 01/16/23
1/13/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
1/13/2023	[redacted]	Attendance	
1/13/2023	[redacted]	re-engagement	Sent a message to invite her to class.
1/13/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
1/13/2023	[redacted]	Re-Engagement	Student will come to the school next week

1/13/2023	[redacted]	Re-Engagement	Student will come to the class tonight
1/13/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/13/2023		Re-Engagement	Couldn't reach the student. Left TM.
1/13/2023		Re-Engagement	Couldn't reach the student. Left TM
1/13/2023		Re-Engagement	Student will come to the school 01/13/23
1/13/2023		Re-Engagement	Couldn't reach the student. Left TM
1/13/2023		Re-Engagement	Couldn't reach the student. Left VM
1/13/2023		re-engagement	Sent a message to invite him back to class.
1/13/2023		Re-Engagement	Student will come to the class on next week
1/13/2023		Re-Engagement	Student want to return to online classes
1/13/2023		Re-Engagement	Couldn't reach the student. Left VM
1/13/2023		re-engagement	Sent a message to invite her back to class.
1/13/2023		Re-Engagement	Couldn't reach the student. Left TM
1/13/2023		Re-Engagement	Couldn't reach the student. Left TM
1/13/2023		Re-Engagement	Couldn't reach the student. Left TM
1/13/2023		Re-Engagement	Sctudent will come to the school today 01/13/23
1/13/2023		re-engagement	Sent a message to invite her to class.
1/13/2023		Re-Engagement	Student will come to the school on next week
1/13/2023		Re-Engagement	Couldn't reach the student. Left TM
1/13/2023		Re-Engagement	Couldn't reach the student. Left TM
1/13/2023		Re-Engagement	Student will come to the school on next week
1/13/2023		Re-Engagement	Student will come to the school on next week
1/13/2023		Re-Engagement	Couldn't reach the student. Left VM
1/13/2023		Re-Engagement	Student will come to the school on next week
1/17/2023		Engagement	The student prefer to transfer to HIllsdale location which is closer to her. Hillsdale location was sent.
1/17/2023		Re-Engagement	Student do not have personal phone number. Not able to reach. Emergency contact has the same number as student.
1/17/2023		Re-Engagement	Student do not have personal phone number. Not able to reach. Emergency contact has the same number as student.
1/17/2023		Re-engagement	Called, mailbox full. Student logged into Edmentum but was only on for 7 minutes. Removed course to encourage student to respond to my messages/phone calls. Sent message letting her know she is running risk of getting transferred out.
1/17/2023		Attendance	Student will not be attending classes this week for medical reasons
1/17/2023		Re-Engagement	Student asked to transfer him to SALAM location

1/17/2023	[redacted]	Re-Engagement	Student asked to transfer her to SALAM location
1/17/2023		Re-Engagement	Student start working and can't attend the school anymore. Asked to transfer him out
1/17/2023		re-engagement	He moved to New York and won't be back to class.
1/17/2023		Re-Engagement	Student is out of town time from time and can't attend school often
1/17/2023		Re-Engagement	Student is taking care of her child and can't attend school often. Asked to transfer her to CICA.
1/18/2023		Re-engagement	Called and spoke with student. Student is out of town until next week. Follow up next week.
1/18/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/18/2023		Attendance	Attempt #1: student is registered. Teacher will do placement test today
1/18/2023		ReEngagement	I couldn't reach the student but I spoke to the son and stated he will have her call the school.
1/18/2023		Re-Engagement	Couldn't reach the student. Left VM
1/18/2023		ReEngagement	Could not reach the student left VM.
1/19/2023		Re-Engagement	Couldn't reach the student. Left TM
1/19/2023		Re-Engagement	Student will call back later
1/19/2023		Re-Engagement	Couldn't reach the student. Left TM
1/19/2023		Re-Engagement	Couldn't reach the student. Left TM
1/19/2023		Re-Engagement	Couldn't reach the student. Left VM
1/19/2023		Re-Engagement	Student will come to the school today
1/19/2023		Re-Engagement	Couldn't reach the student. Left TM
1/19/2023		Re-Engagement	Couldn't reach the student. Left TM
1/19/2023		Engagement	I spoke to the student; he is willing to start again, and the SOR was notified.
1/19/2023		Attendance	Attempt #3: Student is working on getting POA. She said she sent her ID to Hanna? Trying to contact the person she sent documents to
1/19/2023		Re-Engagement	Couldn't reach the student. Left TM
1/19/2023		Re-Engagement	Couldn't reach the student. Left TM
1/19/2023		Re-Engagement	Student is working as a truck driver and he is out of town for 2 weeks.
1/19/2023		Re-Engagement	Couldn't reach the student. Left VM
1/19/2023		Re-Engagement	Student will come on next week because he has a lot of doctor appointments.
1/19/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/19/2023		Re-Engagement	Couldn't reach the student. Left TM
1/19/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/19/2023		Re-Engagement	Student moved to another address and looking for new school location

1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/19/2023	[redacted]	Re-Engagement	Student will come to the school today or tomorrow
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/19/2023	[redacted]	Re-Engagement	Student will try to come to the class tonight.
1/19/2023	[redacted]	Re-Engagement	Student can't attend classes often because location is far from the current address
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/19/2023	[redacted]	Attendance concerns	Called student twice regarding attendance at Mixed and possibility of being disenrolled. No answer, sent text message.
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/19/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/19/2023	[redacted]	Re-Engagement	Student is working and can't attend school often.
1/20/2023	[redacted]	Re-engagement	Called student 1/20/23. No answer. Left voicemail. -
1/20/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/20/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/20/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/20/2023	[redacted]	Re-Engagement	Student will come to the school tonight
1/20/2023	[redacted]	Re-Engagement	Student will come to the school tonight
1/20/2023	[redacted]	Re-Engagement/Attendance	Called student 1/20/23 to school device number. No answer. Left voicemail. Called personal number and student answered. Per student has been unable to return due to work, illness and children's school break but plans to return 1/23/23.
1/20/2023	[redacted]	Re-Engagement/Attendance	Called student 1/20/23. Per student had a work schedule change and has not been able to attend. Per student will start her regular schedule next week and plans to return to school 1/24/22.
1/20/2023	[redacted]	Re-engagement	Student was unable to meet via zoom. Spoke with student over the phone since she was still at work and discussed options for program moving forward. Student has struggled to complete homework due to inconsistent work schedule and is also looking for a second job to supplement income. Set goal of completing 3 hours of homework by next Friday before our check in.

1/20/2023	[redacted]	Re-engagement	Student did not respond to phone call to confirm her availability. Reached out to student again to remind her of program expectations and not having turned in any homework since before winter break. Waiting on response.
1/20/2023	[redacted]	Re-Engagement	Student can't attend classes right now and asked to drop him off.
1/20/2023	[redacted]	Re-Engagement	Student will call later
1/20/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/20/2023	[redacted]	Re-Engagement	Student will come to the class tonight
1/20/2023	[redacted]	Re-Engagement/Attendance	Called personal and school device number 1/20/23. No answer. Left voicemails.
1/20/2023	[redacted]	Re-Engagement/Attendance	Student called back. Has not been able to attend due to childcare for family members. Student was busy and had to go but said she will call me back next week.
1/20/2023	[redacted]	Re-Engagement/Attendance	Called 1/20/23. Phone number not working. Unable to leave VM.
1/20/2023	[redacted]	Re-Engagement/Attendance	Called student 1/20/23 to personal and school device phone number. No answer. Left voicemails.
1/20/2023	[redacted]	Re-Engagement	Student staying home with kids and waiting for place in kindergarten.
1/20/2023	[redacted]	Re-Engagement	Student will come to the school on next week.
1/20/2023	[redacted]	Re-Engagement	Student will come to the class on next week
1/20/2023	[redacted]	Attendance	Called 1/20/23. Student will be able to attend in about two weeks but will be working on IS.
1/20/2023	[redacted]	Re-Engagement	Student will come on next week
1/20/2023	[redacted]	Re-Engagement/Attendance	Called 1/20/23. Voicemail not set up. Unable to leave voicemail.
1/20/2023	[redacted]	Re-Engagement	Student texted back and stated that she not going to attend school anymore.
1/20/2023	[redacted]	Re-Engagement	Student will come to the school on next week
1/20/2023	[redacted]	Re-Engagement	Student will come to the school on next week
1/20/2023	[redacted]	Re-Engagement	Student phone is not in service. Left VM for emergency contact
1/20/2023	[redacted]	Re-Engagement	Student will come to the class tonight
1/20/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/20/2023	[redacted]	Re-Engagement	Student will come to the class tonight
1/20/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
1/20/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/20/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/20/2023	[redacted]	Re-Engagement	Student will come on next week.
1/20/2023	[redacted]	Re-Engagement	Student will come to the class on next week

1/20/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/20/2023		Re-Engagement	Student will come to the class tonight
1/23/2023		ReEngagement	No answer left VM
1/23/2023		Attendance	student will return February 7th.
1/23/2023		Attendance	student will return to class first week of February.
1/23/2023		Attendance	Student will miss 2 weeks.
1/24/2023		Attendance	Student will not be to attend classes until the middle of FEB due to personal reasons!
1/24/2023		re-engagement	Messaged student to ask if she will be able to return to class, and to ask if there is anything that HCCTS can do to help her be able to resume her studies.
1/24/2023		Attendance	Student will be return in June-July
1/24/2023		re-engagement	Messaged student to ask if she will be able to return to class, or if she would like to consider other options. I also asked how HCCT can help her finish her educational goals.
1/24/2023		re-engagement	Messaged student to check in with her and to ask if she has any questions about the Government class/material. I also encouraged her to attend class as soon and as frequently as she is able to.
1/24/2023		Re-Engagement	Student will be absent for 1.5 months because he got a job at Santa-Cruz
1/24/2023		Absence	Student called advising she will be away until the beginning of March. the student will give us a call upon her return
1/25/2023		Attendance	Student was busy that stopped her coming to school. She called to make sure that she is not transferred out from school. She will start attending tomorrow.
1/25/2023		Re-Engagement	Spoke to student. She would like to re-engage in the ECE program. I emailed her teacher to get her started again. Hopeful to make summer graduation.
1/27/2023		Re-Engagement	Student will come to the school today.
1/27/2023		Re-Engagement	Student will come to the school tonight.
1/27/2023		Re-Engagement	Couldn't reach the student. Left TM.
1/27/2023		Re-Engagement	Couldn't reach the student. Left TM.
1/27/2023		Re-Engagement	Student is working and can't attend school often. He wil come to the class on next week.
1/27/2023		Re-Engagement	Couldn't reach the student. Left TM
1/27/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/27/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/27/2023		Attendance	Attempt #2: received POI and POA waiting for CalJOBS proof
1/27/2023		Re-Engagement	Couldn't reach the student. Left TM
1/27/2023		Re-Engagement	Couldn't reach the student. Left TM
1/27/2023		Re-Engagement	Student will come to the school next week.
1/27/2023		Re-Engagement	Student is working as a truck driver and he is out of town for 1 week.

1/27/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
1/27/2023		Re-Engagement	Student will come to the school tonight.
1/27/2023		Attendance	
1/27/2023		Re-Engagement	Couldn't reach the student. Left VM
1/27/2023		Re-Engagement	Student is in process to transfer to CICA.
1/27/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/27/2023		Attendance	Attempt #3: will send docs later today
1/27/2023		Re-Engagement/Attendance	Called student 1/27/23. Per student has been absent due to work but plans to return on 1/30/22.
1/27/2023		Re-Engagement	Couldn't reach the student. Left VM
1/27/2023		Re-Engagement	Student moved to another address and still looking for new school location. I provided him with possible locations near to his new address
1/27/2023		Re-engagement	Zoom meeting scheduled Monday at 1:30 PM
1/27/2023		ReEngagement	NA left a VM
1/27/2023		ReEngagement	NA left a VM
1/27/2023		ReEngagement	No answer, left VM
1/27/2023		Re-Engagement	Student will come to the class tonight.
1/27/2023		Re-Engagement	Couldn't reach the student. Left TM.
1/27/2023		Re-Engagement	Student will come to the next week.
1/27/2023		Re-Engagement	Couldn't reach the student. Left TM
1/27/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/27/2023		Re-Engagement	Couldn't reach the student. Left TM
1/27/2023		Re-Engagement	Couldn't reach the student. Left TM
1/27/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/27/2023		Re-Engagement	Couldn't reach the student. Left TM
1/27/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/27/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/27/2023		Re-engagement	Student reached out this morning. Student can be removed from LOA as of 1/30/23. Added Pre-Algebra A with a start date of 1/30/23. Student would like to take the next Zoom 555 (Workforce) class which starts in March. Teacher provided student with a copy of her Grad progress plan. Student will submit pay stubs/ W-2s for elective credits.
1/27/2023		Re-Engagement	Couldn't reach the student. Left VM.
1/27/2023		Re-Engagement	Student will come to the class today.

1/27/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/27/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
1/27/2023	[redacted]	Attendance	student will miss a couple of weeks due to sickness.
1/30/2023	[redacted]	Attendance	student will be out until next Wednesday, will be doing IS meanwhile
1/30/2023	[redacted]	Attendance	student will be absent today due to sickness.
2/1/2023	[redacted]	ReEngagement	No answer, left VM.
2/1/2023	[redacted]	ReEngagement	No answer, left VM.
2/1/2023	[redacted]	Re-Engagement	Checked in with student to see if he is still interested in Truck Driving program.
2/1/2023	[redacted]	Re-Engagement	Student do not know when he will be able to start to attend school again.
2/1/2023	[redacted]	Attendance	The student has high blood pressure and can not come to the class. She will return when she feels better.
2/2/2023	[redacted]	ReEngagement	Student stated that she has to take care of her child. I did recommended CICA for her, she said she will think about it.
2/7/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
2/7/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
2/8/2023	[redacted]	Re-Engagement	Student will come to the class tonight.
2/8/2023	[redacted]	Re-Engagement	Student will come to the class tonight.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
2/8/2023	[redacted]	Re-Engagement	Phone number is not available. Emergency contact is also not answer.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
2/8/2023	[redacted]	ReEngagement	No answer, VM is not set up. I texted the student.
2/8/2023	[redacted]	Attendance	He did not pick up the phone.
2/8/2023	[redacted]	Re-Engagement	Student is working and can't attend school often. He will come on next week.
2/8/2023	[redacted]	Attendance	One of his relative answered the phone, but when I said (I am calling from Highlands school) he hung up the phone.
2/8/2023	[redacted]	ReEngagement	NA left a VM.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
2/8/2023	[redacted]	Attendance	Student did not pick up his phone.
2/8/2023	[redacted]	Re-Engagement	Student asked to transfer him out of system
2/8/2023	[redacted]	Re-Engagement	Student has transportation problems. Looking for location near Downtown Sacramento with morning classes.

2/8/2023	[redacted]	Re-Engagement	Student is working and can't attend school often. He will try to come next week.
2/8/2023	[redacted]	Re-Engagement	Student is working and can't attend school often. He will come to the class tonight or next week.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
2/8/2023	[redacted]	Re-Engagement	Student will call back later.
2/8/2023	[redacted]	Attendance	The number is not in service.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
2/8/2023	[redacted]	Re-Engagement	Student will come to the class on next week.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
2/8/2023	[redacted]	Re-Engagement	Student has transportation problems and can't attend classes. Let student know about possibility to sign IS form.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
2/8/2023	[redacted]	Re-Engagement	Student will come to the class tomorrow.
2/8/2023	[redacted]	ReEngagement	No answer and the VM is not set up. I left a text.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
2/8/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
2/8/2023	[redacted]	Re-Engagement	Student was sick and will be back to the class tomorrow.
2/10/2023	[redacted]	ReEngagement	No answer left a VM.
2/10/2023	[redacted]	ReEngagement	NA left a VM
2/13/2023	[redacted]	Attendance	student will miss this week due to illness
2/14/2023	[redacted]	ReEngagement	No answer left a VM
2/15/2023	[redacted]	Student Attendance	The student stopped attending the school since 12/22/22 and he doesn't answer his phone.
2/15/2023	[redacted]	Student Attendance	The student stopped coming to the school since 12/26/22 and she didn't provide any phone number or emails to get in contact with her.
2/15/2023	[redacted]	Student Attendance	Trying to get in contact with the student but she doesn't answer her phone.
2/16/2023	[redacted]	ReEngagement	No answer, left a VM
2/16/2023	[redacted]	ReEngagement	No answer, left a VM
2/17/2023	[redacted]	Re-Engagement	Student was busy with looking for apartment. Will come to school on next week. Student also may transfer to location in North Sacramento.
2/17/2023	[redacted]	Re-Engagement	Student was busy with looking for apartment. Will come to school on next week. Student also may transfer to location in North Sacramento.

2/17/2023	[redacted]	ReEngagement	No answer, left VM
2/17/2023	[redacted]	Re-Engagement	Student still do not have personal phone number. Not able to reach. Emergency contact has the same number as student.
2/17/2023	[redacted]	Re-Engagement	Student still do not have personal phone number. Not able to reach. Emergency contact has the same number as student.
2/17/2023	[redacted]	Re-Engagement	Cannot reach student on phone.
2/17/2023	[redacted]	Re-Engagement	Student was sick. Will back to the school on next week.
2/17/2023	[redacted]	Re-Engagement	Student was busy and had no time to talk.
2/21/2023	[redacted]	re-engagement	Sent a message to invite him back to class.
2/21/2023	[redacted]	re-engagement	Sent a message to invite her back to class.
2/21/2023	[redacted]	re-engagement	Sent a message to invite them back to class.
2/21/2023	[redacted]	re-engagement	Sent a message to invite them back to class.
2/21/2023	[redacted]	re-engagement	Sent a message to invite them back to class.
2/21/2023	[redacted]	re-engagement	Sent a message to invite them back to class.
2/21/2023	[redacted]	re-engagement	Sent a message to invite them back to class.
2/21/2023	[redacted]	re-engagement	Sent a message to invite them back to class.
2/21/2023	[redacted]	re-engagement	Sent a message to invite them back to class.
2/21/2023	[redacted]	re-engagement	Sent another message to welcome them to class.
2/22/2023	[redacted]	Re-engagement	I received a text that said, "I'm never coming back." I asked Diba to follow up and find out why.
2/23/2023	[redacted]	ReEngagement	The student's husband stated that they have Covid and quarantined for fourteen days.
2/23/2023	[redacted]	ReEngagement	The student stated that the whole family has Covid. They are quarantined for 14 days.
2/23/2023	[redacted]	Student Attendance	The student stopped attending school since 12/26.
2/23/2023	[redacted]	Student Attendance	The student stopped attending school since 12/26.
2/24/2023	[redacted]	ReEngagement	No answer, left a VM.
2/27/2023	[redacted]	Attendance	She is sick can not come to class.
2/27/2023	[redacted]	Attendance	Student did not pick up her phone.
2/27/2023	[redacted]	Attendance	She did not pick up her phone. left a message.
2/27/2023	[redacted]	Attendance	Student will attend classes next week
2/27/2023	[redacted]	Attendance	I messaged the address for the student.

2/27/2023	[redacted]	Attendance	I will come to class by tomorrow.
2/27/2023		Attendance	Here husband said, She is sick she will come to the class soon.
2/27/2023		Attendance	Student didn't attend any DL classes
2/27/2023		Attendance	I moved to Natomas, I will transfer me in a closer location.
2/27/2023		Attendance	The student will come to class by tomorrow.
2/27/2023		Attendance	She is attending Teacher Maria's class in the evening.
2/28/2023		Attendance	Student will not be attending classes because he is going to India. Will let us know when he wants to come back
3/1/2023		Student Attendance	The student stopped coming to school since 12/21.
3/2/2023		ReEngagement	No answer, Left a VM.
3/2/2023		Re-engagement	Larysa sent me an email from Ukraine. She moved back and won't be returning to Highlands.
3/6/2023		Re-Engagement	He will come to school as of next Monday.
3/6/2023		Attendance	student will miss couple of weeks
3/6/2023		Re-Engagement	No answer. A text message is sent to her.
3/6/2023		Re-Engagement	No answer. A text message is sent to her.
3/7/2023		Attendance	Tomorrow, I will attend the class.
3/7/2023		Attendance	Student did not pick her phone, left a VM.
3/7/2023		Attendance	I will attend the class by next week.
3/7/2023		Attendance	I will attend the class by tomorrow.
3/7/2023		Attendance	Student did not pick up her phone. LVM
3/7/2023		Attendance	She had a surgery and needs to stay home longer. She will get back school when she feels better. (here husband said)
3/7/2023		Attendance	The student has been unable to attend school. He wanted to make sure he was still enrolled and check his class information.
3/9/2023		Re-Engagement/Attendance	Called 3/9/23. No answer. Voicemail not set up-unable to leave VM.
3/9/2023		Attendance	Called 3/9/23. No answer. Left voicemail.
3/9/2023		Re-Engagement	The student traveling our side the United States for one month.

	[redacted]	Student absence	Student has been absent for the last 2 weeks. Today her sister informed me she traveled to Afghanistan for a family funeral. She will return next week
3/13/2023		Absence	The student will be absent for 2 weeks (03/20/2023-03/31/2023). Malek is going to Oregon.
3/14/2023		Attendance	Called 3/14/23. No answer. Unable to leave voicemail.
3/14/2023		Attendance	Called 3/14/23. No answer. Left voicemail.
3/14/2023		Attendance	Called 3/14/23. Student will come to class.
3/14/2023		Attendance	Called to see if everything is ok as the student has been transferred out as a result of her recent absences. No answer, sent her a text msg
3/14/2023		Attendance	Called 3/14/23. No answer. Left voicemail.
3/14/2023		Attendance	Called 3/14/23. No answer. Left voicemail.
3/14/2023		Attendance	Called 3/14/23. Student had been sick and was unable to attend class then her car broke down. Student plans to keep attending class.
3/15/2023		Re-engagement	Didn't respond, left a voicemail.
3/15/2023		Re-engagement	Tried 3 times and phone was off, left a voicemail
3/15/2023		Attendance	He did not pick up. LVM
3/15/2023		Attendance	Her husband said, She just got surgery and still she is in the hospital.
3/16/2023		ReEngagement	No answer left a VM.
3/16/2023		ReEngagement	Student didn't answer, left a VM.
3/16/2023		Attendance	Called 3/16/23. No answer. Left voicemail.
3/16/2023		Re-engagement	Didn't respond. Left a VM.
3/16/2023		Attendance	Called 3/16/23.Per student takes public transportation and had been unable to attend due to the recent weather conditions but thinks she will be able to attend class again
3/16/2023		Attendance	Called 3/16/23.Per student takes public transportation and had been unable to attend due to the recent weather conditions.
3/16/2023		Engagement	The phone didn't work, voicemail box was full. Couldn't leave a VM.
3/16/2023		Attendance	Called 3/16/23. Per student has trouble attending as he has been sent to work farther away recently but will continue to try to come the days he can. The student asked about online option. I informed the student about CICA option but the student said that for now he wants to continue to come in person and will let us know if he decides to want to transfer.
3/16/2023		Attendance	Called 3/16/23. Per student is not able to attend every day due to work schedule but will continue to come the days that he is able to.
3/16/2023		Attendance	Called 3/16/23. Student has not been able to attend often due to work but wants to and will try to attend class more.
3/16/2023		Attendance	Called 3/16/23. Student has not been able to attend recently because he has been getting out of work late but will attend today.
3/16/2023		Attendance	Called 3/16/23. Per student has been working out of town and gets back late. Will continue to work out of town for the next two weeks. Student wants to start attending class more after that and tomorrow on day off.
3/16/2023		Attendance	Called 3/16/23. Call does not go through to phone number- disconnects.

3/16/2023	[redacted]	Attendance	Called 3/16/23. Per student is not able to attend often due to work schedule but thinks will be able to start attending more often as of next Monday.
3/16/2023		Attendance	Called 3/16/23. Per student sometimes gets out of work late and is not able to attend but will try to attend more often.
3/16/2023		Attendance	Called 3/16/23. No answer. Left voicemail.
3/16/2023		Attendance	Called 3/16/23. No answer. Left voicemail.
3/16/2023		Attendance	Called 3/16/23. No answer. Left voicemail.
3/16/2023		Attendance	Called 3/16/23. Per student has not been able to attend due to work schedule but will try to attend more as of next Monday. Informed student about Prom Raffle Attendance Incentive.
3/21/2023		Re-Engagement	She has a new born baby and is not able to come to school for 3 weeks.
3/21/2023		Re-Engagement	His wife has been sick. He will come back to school soon.
3/21/2023		Re-Engagement	I spoke with his sister in law and she said that she would tell him to contact me.
3/21/2023		Re-Engagement	I spoke with her sister in law and she said that she would tell her to contact me.
3/21/2023		Re-Engagement	Her daughter has been sick and she hasn't been able to come to school. Also, she thinks that she was misplaced and wants to take the placement test again.
3/21/2023		Re-Engagement	She said the only time she can come to school is early in the morning or late in the afternoon because she has to go to work. She said she would come to school as of tomorrow in the afternoon.
3/21/2023		Re-Engagement	She is going to have a baby very soon and is not able to study for a couple of months. She will register again when she finds time to study.
3/22/2023		Re-Engagement	Student planning to start attend morning classes on next week.
3/22/2023		Re-Engagement	Couldn't reach the student. Left VM.
3/22/2023		Re-Engagement	Another person answered on the call. I left information for student and asked to call back when he is back home.
3/22/2023		Re-Engagement	Student start working and can't attend school for right now.
3/22/2023		Re-Engagement	Couldn't reach the student. Left VM.
3/22/2023		Re-Engagement	No answer.
3/22/2023		Re-Engagement	No answer.
3/22/2023		Re-Engagement	He was driving. He will call me back tomorrow morning.
3/27/2023		Attendance	She did not pick up her phone.
3/27/2023		Re-engagement	Reached out to the student. He is on vacation in Mexico. Will resume classes once gets back.
3/27/2023		Attendance	She did not pick up her phone and voicemail is not setup yet.
3/27/2023		Attendance	Her husband said, we moved to North-highland and looking to transfer her to closest location.
3/27/2023		Re-engagement	She has a premature granddaughter at the hospital to take care of. She'd return once she is out of that condition.
3/27/2023		Re-engagement	The student stated she was misplaced and wanted to be placed at an upper level. She was offered options and was helped. She'll start attending classes next week.

3/27/2023	[redacted]	Re-Engagement	Called student, no answer. LVM and text. Will transfer out.
3/27/2023		Re-Engagement	Called student. No answer, LVM and text. Will transfer out.
3/27/2023		Attendance	Student did not pick up the phone and her VM is full and did not accept VM.
3/27/2023		Re-Engagement	Called student. No answer, LVM and text. Will transfer out.
3/27/2023		Attendance	Called to his emergency contact and he provided the below number for me:
3/27/2023		Attendance	She is still resting and needs more time after a huge surgery (her husband said)
3/27/2023		Attendance	Does not accept my call. (auto message)
3/27/2023		Attendance	She have travelled out the city and will come back after Ramadan.
3/27/2023		Re-engagement	The student will have an operation and will resume classes once she is recovered.
3/27/2023		Re-engagement	She will start coming to the class next week.
3/27/2023		Re-engagement	The student was reached out and he made sure he'd start coming to the classes next week.
3/27/2023		Re-engagement	Talked to the student. He was hesitant in providing a reasonable reason. In the end, he assured me he'd consider returning to school.
3/27/2023		Attendance	She will have another surgery (kidney) on April 26th, and can not attend the class. (her husband said)
3/27/2023		Re-engagement	The student had a problem with his schedule as it conflicted with his work schedule. He was offered options to attend classes at his convenience. He will start coming to the classes tomorrow.
3/27/2023		Absence	Student will not attend school today. She is feeling sick. Recommended student to check in with teachers as well.
3/27/2023		Attendance	She has back pain and can not set on chair for long time, so she wants to transfer to CICA. (her husband said)
3/27/2023		Attendance	I will speak to her to attend her class (her son said)
4/3/2023		Attendance	The student requested information from class. She is unable to attend in person due to spring break. Communicated with her teacher and spoke to her about how to get credit for the week.
4/3/2023		Re-Engagement	Her husband said he would ask his wife to contact us.
4/3/2023		re engagement	let student know he is still enrolled and can come to class.
4/3/2023		Student Attendance	The student stopped attending the school since 3/6/2023. There is no contact number on the file to call the student.
4/3/2023		Student Attendance	The student stopped coming to the school since 2/2. There is no contact number to call the student.
4/3/2023		Re-Engagement	He hasn't been able to come to school because of his kids and his sick friend. He will come back as of tomorrow.
4/4/2023		Attendance	student will miss school, will return 4/10

4/4/2023	[redacted]	Attendance	Student requested for attendance
4/4/2023	[redacted]	Attendence	Student requested for Attendence.
4/6/2023	[redacted]	Student Engagement	Student recently had a surgery and has been difficult for him to attend classes. He still interested in continuing with his education will try to attend classes at least once a week.
4/7/2023	[redacted]	Attendance	Called student due to recent absences. Per student had something to do this week and will be absent 4/10/23 due to a medical appointment.
4/7/2023	[redacted]	Attendance	Email sent to counselor:
4/7/2023	[redacted]	Attendance	Student is not attending academic classes.
4/10/2023	[redacted]	Re-engagement	Discussed grad progress and students Asher completion. Student plans to return to class tomorrow since he now has time.
4/10/2023	[redacted]	Re-engagement	Asher provided student with hs certificate. Discussed students progress. Student will re-enroll with CICA. Student understands that he already took 1 external program and is only eligible for internal once re-enrolled and is actively earning credits.
4/11/2023	[redacted]	Attendance	Student will be gone for a few months will return afterwards
4/11/2023	[redacted]	Attendance	Student reports she got a job during the day but she will attend evening classes. She will also attend morning classes when she is able to.
4/11/2023	[redacted]	Working-attending school	This student is working and will attend classes when possible. We gave him options of online classes. He will get back to me.
4/12/2023	[redacted]	ReEngagement	No answer. LV
4/12/2023	[redacted]	ReEngagement	NA left a VM
4/12/2023	[redacted]	ReEngagement	Student had a stroke and was in the hospital for a couple of weeks. Her son stated that she won't be able to return back for a few months.
4/13/2023	[redacted]	Student Attendance	The Student stopped attending the class since 3/16.
4/14/2023	[redacted]	Attendance	Student began working and will not be able to attend every day. Notified student she can attend the days she is available. Also notified student she is able to attend in the PM. Student is done with all credits and only needs the 10 for WFR.
4/17/2023	[redacted]	Re-Engagement	He has been so busy with his job and hasn't been able to come to school because of Ramazan. He will attend class as of Monday next week.
4/17/2023	[redacted]	Re-Engagement	She has a 2-month-old son and it is difficult for her to come to school regularly. She will come to school to grab homework as of Monday next week.
4/17/2023	[redacted]	Re-Engagement	No answer. A text message is sent to him.
4/17/2023	[redacted]	Re-Engagement	He works at nights and is tired in the mornings. He will try to come to school 2 days a week as of next Monday.
4/17/2023	[redacted]	Re-Engagement	He has been busy and hasn't been able to come to school. He will be able to attend again as of Monday next week.
4/18/2023	[redacted]	Re-Engagement	He had a surgery and is in recovery now. He will be back as soon as he feels better.
4/18/2023	[redacted]	Re-Engagement	He had surgery and is in recovery now. He will be back as soon as he feels better.
4/18/2023	[redacted]	Re-Engagement	She had a surgery and is in recovery now. She will be back as soon as he feels better.
4/18/2023	[redacted]	Re-Engagement	He has been busy with some law situations. Now the situation is better and he will be able to come back to school soon.
4/18/2023	[redacted]	Re-Engagement	She has been busy with some law situations. Now the situation is better and she will be able to come back to school soon.

[redacted]	[redacted]		
4/24/2023		Re-Engagement	Student came to the Folsom Blvd location on 4/24/23. Student is busy with work and can't attend the school on regular basis. Provided the student with information about online classes.
4/24/2023		Attendance	Student informed me she missed class but will begin tomorrow.
4/25/2023		Attendance	Her number was not in service, called emergency contact and ask him to inform her to attend the class.
4/25/2023		Re-engagement	[redacted] isn't well. She can't walk and has a lot of pain in her back. She said she is interested in online classes. I will transfer her to CICA.
4/26/2023		Re-Engagement	Contacted Select Staffing and found [redacted] a job and got him a Hotel room for 2 nights
4/27/2023		Attendance	Student notified she will return to classes on Monday
4/27/2023		Absent	Called [redacted] to see why she has been absent. Left a message with someone. Possibly secretary of Nursing Home.
4/28/2023		Re Engagement	Will start on Monday
4/28/2023		Re Engagement	Will start on Monday (5/1/2023)
4/28/2023		Attendance	Student has been attending PM classes but would rather attend AM classes and thinks she will be able to soon due to her childcare situation.
4/28/2023		Absence	The student is taking care of her child after surgery.
4/28/2023		Attendance	Student called back. Per student has not been able to attend class due to work but is still interested in attending and will try to come once a week. I informed the student that there are also evening classes available. She will come to GRAND to enroll if she decides to attend evening classes. Per student also said she received the food resources via text mentioned below.
4/28/2023		Attendance	Currently student is only able to attend Mondays due to work. Mentioned the availability of evening classes- for now he is only able to attend AM when possible.
4/28/2023		Re Engagement	The student is not able to come to class now (family reasons)
4/28/2023		Re-Engagement/Attendance	Per student has not been able to attend due to an accident and medical appointments she was having. She is able to attend now and said she will come to class.
4/28/2023		Attendance	Per student reports she will come to class when she has a car again.
4/28/2023		re-engagement	Messaged student to welcome her back to my roster and to encourage her to come to class as often as possible to maximize her learning and to complete the Workforce Readiness class.
4/28/2023		Re-Engagement/Attendance	Per student had a work schedule change and has not been able to attend classes in the morning. Student is interested in switching to PM classes. Emailed SOR.
4/28/2023		Re Engagement	PM classes
4/28/2023		Re-Engagement/Attendance	Called student 4/28/23. Student is not able to attend AM classes due to work schedule change and requested to be dropped from AM class. Student would like to keep her enrollment in the PM class.
5/1/2023		Reengagement	The student has 0 attendance. During the conversation she told me she had had a health problem for several weeks. She has received some treatment and is recovering. After her recovery she wants to start attending classes.
5/1/2023		Attendance	Per student reports that she generally attends class when she does not work and has not been able to come but might come tomorrow.
5/1/2023		Reengagement	The student has been missing classes recently. He explains he had a car accident, but now he has an intention to resume attending classes.

5/1/2023	[redacted]	Re-Engagement/Attendance	Called student 5/1/23. Student has not been able to attend class due to a work schedule shift but thinks he will be able to attend now. He will attend AM and PM classes when he can. Student is enrolled in Level 1 in the AM and Level 0 in PM. Emailed SOR with request to transfer to Level 1 class in the PM.
5/1/2023		Re-Engagement/Attendance	Called 5/1/23. No answer. Left voicemail.
5/1/2023		Attendance	Student reported current absences due to job related travel.
5/1/2023		Reengagement	Called two phone numbers of the student with no answer. I left a message to know if the student was okay.
5/1/2023		Re-Engagement/Attendance	Per student has not been able to attend class as she has become a caretaker for a family member. She said she was thinking about unenrolling and turning in her phone. We briefly discussed PM classes and CICA as an option. Student said she will come on Thursday to turn in her phone and to registration to discuss her enrollment options.
5/2/2023		Re-engagement/Attendance	Student called back. He said he has not been able to come due to work but is still interested in attending class and thinks he will be able to return next week.
5/2/2023		Re-Engagement/Attendance	Called 5/2/23. No answer. Left voicemail.
5/4/2023		graduation progress/re-engagement	Messaged student to ask when she can come back to class and offered my assistance so she can complete the credits needed to graduate.
5/4/2023		Attendance	Not seeing student in my attendance. Emailed counselor to add student to Digital Navigator attendance.
5/5/2023		Re-Engagement	Student will be absent for 10 days because of travel to another state.
5/9/2023		Re-Engagement	This student is working. We gave him the option of CICA or evening classes. He said he doesn't want to do that and would like to stay in my class and attend when he can.
5/11/2023		Re-engagement	Left a message.
5/11/2023		Re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.
5/11/2023		Re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.
5/11/2023		re-engagement	Left a message.

5/11/2023	[redacted]	Re-engagement	Left a message.
5/11/2023	[redacted]	re-engagement	Left a message.
5/11/2023	[redacted]	Re-engagement	Left a message.
5/11/2023	[redacted]	Re-engagement	Left a message.
5/11/2023	[redacted]	Reengagement	She will not be back. She is pregnant and due in June. She will contact us when the baby is older.
5/11/2023	[redacted]	Re-engagement	Left a message.
5/11/2023	[redacted]	Re-engagement	Left a message.
5/11/2023	[redacted]	Re-engagement	He and his wife have not been to class. I reached out to invite them back. They said they are busy getting ready for their immigration hearing and will try to return after the trial.
5/12/2023	[redacted]	attendance	Student attended class today for the first time. He brought his transcripts to the school office.
5/15/2023	[redacted]	ReEngagement	No answer left a VM.
5/15/2023	[redacted]	ReEngagement	No answer left a VM.
5/15/2023	[redacted]	ReEngagement	No answer left a VM
5/16/2023	[redacted]	re-engagement	He works at Walmart from 1:00 to 10:00 and he moved to 1520 Morse Ave.He will come to the office tomorrow morning to discuss changing sites.
5/16/2023	[redacted]	re-engagement	Sweeta answered. She said she will come back tomorrow.
5/16/2023	[redacted]	re-engagement	He wants to come in the morning. I gave him my schedule.
5/16/2023	[redacted]	Re-Engagement	Called student. No answer, LVM and text.
5/16/2023	[redacted]	re-engagement	5/16 She will come tomorrow.
5/16/2023	[redacted]	Attendance	Student Will go on LEAVE from June 14 to July 13
5/16/2023	[redacted]	Re-Engagement	Called student due to inactivity. No answer, LVM and text. Will transfer out.
5/16/2023	[redacted]	re-engagement	5/16 Phone call. He will return next week.
5/16/2023	[redacted]	re-engagement	5/16 She wants to come in the evening and test again to go to Level 2. She will come to me or the office to re-test.
5/16/2023	[redacted]	re-engagement	5/16 He will come to class tomorrow.
5/16/2023	[redacted]	re-engagement	5/16 He has lots of doctor appointments.
5/16/2023	[redacted]	re-engagement	5/16 She wants afternoon class. She will come tomorrow at 1:00.
5/17/2023	[redacted]	re-engagement	[redacted] came to class to talk to me. She is suffering from mental health issues but she will try to come once a week to class.

5/17/2023	[redacted]	RE-ENGAGEMENT	5/17/2023
5/17/2023		RE-ENGAGEMENT	Student is on vacation and will be back soon!
5/17/2023		RE-ENGAGEMENT	Called student 5/17/2023 at 11:36 A.M. (No Pick up)
5/17/2023		RE-ENGAGEMENT	Called 5/17/2023 at 11:37 a.m.
5/17/2023		RE-ENGAGEMENT	Student no long interest going to class due to taking care of her family.
5/17/2023		Re-engagement	Contacted student to discuss graduation and credits remaining. Reminded student he needs to re-enroll. Once the student is re-enrolled I will place him in classes.
5/18/2023		Long-Term Absent Follow-up	Called student to check status. Student has missed over 20 school days. Didn't get a response. Left message on Voicemail.
5/18/2023		Long term absent Follow-up	Called student to check status. Student has missed over 20 school days. Student said he was busy with work. He said he will try to come to class next week again.
5/18/2023		Long Term Absent Follow Up	Called student to check status. Student has missed over 20 school days. Student said she has been going to the hospital due to severe migraine. She can't drive and has trouble retaining information. I will put her on 2 month LOA.
5/18/2023		Long term absent follow up	Called student to check status. Student has missed over 20 school days. Didn't get a response. Phone number is no longer active. Will remove student from roster.
5/18/2023		Long term Absence Follow up	Called student to check status. Student has missed over 20 school days. Didn't get a response. Couldn't leave voicemail because it hasn't been setup yet. Will request our counselor to remove him from my roster.
5/19/2023		ReEngagement	No answer left a VM.
5/22/2023		Re-Engagement	She has been sick. She will come back to school soon.
5/22/2023		Re-Engagement	He has gotten enrolled in college and doesn't want to be a student at Highlands anymore.
5/22/2023		Re-Engagement	He will come to school as of tomorrow.
5/22/2023		Re-Engagement	A text message is sent to her.
5/22/2023		Re-Engagement	She had a surgery and then she got a job and is only able to come to school two days a week.
5/22/2023		Re-Engagement	A text message is sent to him.
5/22/2023		Re-Engagement	He will come to school as of tomorrow.
5/22/2023		Re-Engagement	She will come to school as of tomorrow.
5/22/2023		Re-Engagement	A text message is sent.
5/22/2023		Re-Engagement	A text message is sent to her.
5/22/2023		Attendance	She can only come to school three days a week because she has a one-year-old kid.
5/22/2023		Attendance	Student will be out for the summer, will return august 10th

5/23/2023	[redacted]	Re-Engagement	A text message is sent to the student.
5/23/2023	[redacted]	Re-Engagement	A text message is sent.
5/24/2023	[redacted]	Attendance	Student's child is currently in the hospital. Will come back when he is ready.
5/25/2023	[redacted]	student absent	Student has been out of class due to moving. Note date for return. He has communicated with teacher for attendance report and gave document.
5/25/2023	[redacted]	student attending as regularly as possib	Student lives out of town and attends when he can. He also recently had surgery so he is attending when possible.
5/26/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call. The student said due to transportation issue, they couldn't attend the class. I told them about the free bus tickets and they said they are going to attend class soon.
5/26/2023	[redacted]	ReEngagement	called no answer left a VM.
5/26/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call. The student said that afternoon class works better for them and requested to transfer from morning class to afternoon class. I sent an email to the SOR team.
5/26/2023	[redacted]	ReEngagement	No answer left a VM.
5/26/2023	[redacted]	ReEngagement	No answer left a VM.
5/26/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call but the student's phone was not in service.
5/26/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call. Student said that their baby was born and they couldn't attend the class. They said that they are going to attend the class soon.
5/26/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call but they student didn't pick up the phone.
5/26/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call. Student said that they are going to attend the class soon.
5/26/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call but the student's phone number was not in service.
5/26/2023	[redacted]	ReEngagement	She had twins and has no one to look after the babies.
5/26/2023	[redacted]	student not attending	Student is not attending academic class. He came during staff PD days. He was informed to come back on Thursday that week. Student has not returned. Student attends DN class at grand a couple times a week. Teacher will reach out to student about attending class.
5/30/2023	[redacted]	Re-Engagement	Student wants to attend evening classes only.
5/30/2023	[redacted]	Re-Engagement	Couldn't reach the student. VM is not available. Left TM.
5/30/2023	[redacted]	Re-Engagement	Student texted back and said he can't attend classes at that time and asked to transfer him out of system.
5/30/2023	[redacted]	May 2023 Attendance	Went back into the paper sign-in and updated his attendance. He was present all of May 2023.
5/30/2023	[redacted]	May 2023 Attendance	Went back into the paper sign-in and updated her attendance. She was present all of May 2023.
5/30/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call. Student said that their baby was born and they couldn't attend the class.

5/30/2023	[redacted]	Re-Engagement	Student have two jobs and can't attend classes often.
5/30/2023	[redacted]	ReEngagement	Student is working will try to come to class.
5/30/2023	[redacted]	ReEngagement	Student stated that he will be coming to class soon.
5/30/2023	[redacted]	ReEngagement	No answer VM is not working, but texted the student.
5/30/2023	[redacted]	ReEngagement	The student stated she is trying to register her child to daycare then she will start coming to class.
5/30/2023	[redacted]	Attendance	Student will be out for the summer
5/31/2023	[redacted]	ReEngagement	Student stated he is working but he will try to come next week.
5/31/2023	[redacted]	Re-Engagement	Student has two kids to take care about. One is newborn and another one is after surgery (car accident).
6/1/2023	[redacted]	Attendance	Per student reports absences due to illness.
6/1/2023	[redacted]	Attendance	Student will miss classes today will return Monday
6/1/2023	[redacted]	Attendance/Absence	The student was contacted regarding her absence in her DLBC class. The student mentioned she had a family emergency so she flew to Mexico. She said that she will be back on June 12th. An email was sent to her teacher.
6/1/2023	[redacted]	Attendance	Student has moved to Elk Grove and does not have consistent transportation.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement	I called the students but could not attend the class.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement	I called the student regarding his attendance and re-enrollment. He will come back to class by next week.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Attendance	Student has a personal issue and is unable to attend class. She is hoping to return at the end of June.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.

	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement	The student was absent for long time. I talked to the student and she will come back to class by Monday.
6/2/2023	[redacted]	Re-Engagement	The student has been absent since long time. I talked to the student and he start coming back to class by Monday.
	[redacted]	Re-Engagement Text	Since I don't speak the student's language, instead of re-engagement call, I sent a text message informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call but the student's phone number was not in service.
6/2/2023	[redacted]	Re-Engagement	I called the student. Student shared his problem and he will come to the PM class by today.
	[redacted]	Re-Engagement Text	Since I don't speak the student's language, instead of re-engagement call, I sent a text message informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement	He has changed his address. He asked us to transfer him to Howe location.
6/2/2023	[redacted]	Re-Engagement	The student has been absent since two weeks because her daughter was sick. She may start coming back to class by next week.
6/2/2023	[redacted]	Re-Engagement	He will come back to class on Monday. He had a newborn baby and was not able to come to school.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement	He has been busy with work and his kids. He will come back to school as of Monday.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/2/2023	[redacted]	Re-Engagement Text	Since, I don't speak the student's language instead of re-engagement call, I sent a text message in their language informing them to attend the class and re-enrollment deadline June 12th. Otherwise, they will be dropped from the class roster.
6/5/2023	[redacted]	Re-Engagement	Student is working and his attendance is depend on his schedule.
6/5/2023	[redacted]	Re-Engagement	Student has transportation problems and depend on other person who gives him a ride to the school.
6/5/2023	[redacted]	Re-Engagement	Student is working and his schedule is different. Asked to transfer him out.
6/5/2023	[redacted]	re-engagement	Messaged student to inquire about his circumstances, to encourage him to return to school, and to offer my assistance with completion of his diploma and CTE.
6/5/2023	[redacted]	Re-Engagement	Student is working and his schedule is not constant.
6/5/2023	[redacted]	re-engagement	Messaged student to inform her that I received her message via the counseling team (regarding her health and not being able to attend school due to her condition) and I offered my assistance for when she is able to come to the classroom.
6/5/2023	[redacted]	Re-Engagement	Student is working and his schedule include morning and evening shifts.

6/5/2023	[redacted]	Re-Engagement	Student has transportation problems and depend on other person who gives him a ride to the school.
6/5/2023	[redacted]	Re-Engagement	Student has transportation problems and depend on other person who gives him a ride to the school.
6/5/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call. The student said that they will attend the class soon.
6/5/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call. The student was unable to attend class due to transportation issue but they will attend class soon.
6/5/2023	[redacted]	Re-Engagement	Student is working and can't attend school often
6/5/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call but the student's phone number was not in service.
6/5/2023	[redacted]	Re-Engagement	Student is working, not always in Sacramento. Will come when have time.
6/5/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM
6/5/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call and the student said that they are going to attend class soon.
6/5/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call. The student said that they can't attend class due to work.
6/5/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left VM.
6/5/2023	[redacted]	Re-Engagement	Student changed address. Interested to transfer to CICA.
6/5/2023	[redacted]	Re-Engagement	Student is working and not able to attend classes on regular basis.
6/5/2023	[redacted]	Re-Engagement Call	I called the student for the re-engagement call but the student's phone was not in service.
6/5/2023	[redacted]	Engagement	Called to welcome to class. Left voicemail. Student called back. Welcomed her to class and she said she will try to come tomorrow.
6/6/2023	[redacted]	Attendance	Student is taking a summer break with her children. Will return to class in August.
6/6/2023	[redacted]	Attendance	She is interested in online classes and will be transferred.
6/7/2023	[redacted]	Attendance	Tomorrow I will come to class.
6/7/2023	[redacted]	Attendance	His friend picked up the phone and said I will tell him to come back to school.
6/7/2023	[redacted]	Re-Engagement/Attendance	Called 6/7/23. Student has not been able to come due to work but plans to be able to start coming again.
6/7/2023	[redacted]	Re-Engagement	Called 6/7/23 to check in with student. No answer. Left voicemail.
6/7/2023	[redacted]	Re-Engagement/Attendance	Called 6/7/23 to check in with student. No answer. Left voicemail.
6/8/2023	[redacted]	2 Month Absence	This Student will be absent for two months (June, and July) of 2023. He will be out of the country to visit family.
6/8/2023	[redacted]	Re-Engagement	She is 8 month pregnant and is not able to come to school anymore. She accepted to go to cica.
6/8/2023	[redacted]	Engagement	The student is waiting for CICA classes and not able to attend in person class now.

6/8/2023	[redacted]	Re-Engagement	Can't reach her.
6/8/2023	[redacted]	Re-Engagement	He has moved to Washington.
6/8/2023	[redacted]	Attendance	Spoke with a student and the student is saying that she attended 2 times a week in May and that we already sent the hours to DHA, but DHA contacted her and said that she has zero hours.
6/9/2023	[redacted]	ReEngagement	Please remove the phone number that is listed for this student, the number belongs to another student. This student is not related to [redacted] at all.
6/9/2023	[redacted]	Re-Engagement	Regarding the student being out of state, she is not able to come to the class.
6/9/2023	[redacted]	Re-Engagement	The student is currently employed, and she is trying to change her work schedule. Next week, she will attend her class.
6/9/2023	[redacted]	Re-Engagement	According to the work schedule, the student wasn't able to come to class. He will come back to the class very soon.
6/9/2023	[redacted]	Re-Engagement	The student because of childbirth wasn't able to come to the class. Starting next week she will attend to her class.
6/9/2023	[redacted]	Re-engagement	was sick, ready to attend classes next week
6/9/2023	[redacted]	Re-engagement	encouraged the student to come to school
6/9/2023	[redacted]	Re-engagement	was busy with appointments, ready to be back next week
6/9/2023	[redacted]	Re-engagement	was out of town, ready to be back next week
6/9/2023	[redacted]	Re-engagement	was busy with work, ready to be back next week
6/9/2023	[redacted]	Re-engagement	no respond, left a VM
6/9/2023	[redacted]	Re-engagement	no respond, left a VM
6/9/2023	[redacted]	Re-engagement	no respond, left a VM
6/9/2023	[redacted]	ReEngagement	;No answer left VM and texted the student.
6/9/2023	[redacted]	ReEngagement	No answer left a VM, and texted.
6/9/2023	[redacted]	student absent	Student will be absent for 2-3 weeks while friends visit from Europe.
6/9/2023	[redacted]	Attendance	I emailed the teacher that the student will be absent because of health issues.
6/9/2023	[redacted]	Attendance	I emailed the teacher that the student will be absent because of health.
6/9/2023	[redacted]	Re-Engagement	I called the student but he didn't respond to my call.
6/9/2023	[redacted]	Re-Engagement	Student will be absent for a one week. He is going to LA for the court.
6/12/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
6/12/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
6/12/2023	[redacted]	Re-Engagement	Couldn't reach the student. Phone is blocked.
6/12/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
6/12/2023	[redacted]	Attendance	Student will return July 13.
6/12/2023	[redacted]	ReEngagement	Student stated when the kids will be off from school she will start coming to school.
6/12/2023	[redacted]	ReEngagement	Student is working and helping family members that just arrived.

6/12/2023	[redacted]	Re-Engagement	Student is working and can't attend classes often.
6/12/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
6/12/2023	[redacted]	attendance	Student replied to my message regarding attendance, informing me that she will be in class tomorrow (6/13/23).
6/12/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
6/12/2023	[redacted]	ReEngagement	No answer left a VM.
6/12/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM
6/12/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
6/12/2023	[redacted]	Re-Engagement	Couldn't reach the student. Left TM.
6/12/2023	[redacted]	ReEngagement	Student stated he will return to school soon.
6/12/2023	[redacted]	ReEngagement	The student traveled back home for two months. She will return in August.
6/13/2023	[redacted]	Re-Engagement	Called student to re-engage. No answer, LVM and text.
6/13/2023	[redacted]	Attendance	The student texted me that he may skip more days because of health. I calmed her down that she needs to take care of herself and come back ones she'll be ready.
6/14/2023	[redacted]	Attendance	Student is not able to come to class because of his work schedule.
6/14/2023	[redacted]	Attendance	Student will be out of the country for 6 months starting at the beginning of August.
6/14/2023	[redacted]	Attendance	Student began working and is not able to attend class every day.
6/14/2023	[redacted]	Attendance	Student has began working and is not able to come to class.
6/14/2023	[redacted]	ReEngagement	Student stated he busy with but he will start coming to class.
6/14/2023	[redacted]	ReEngagement	No answer left a VM.
6/15/2023	[redacted]	Re-engagement	She explained that because of her job, she is unable to attend class right now, but that she plans to return when she has more free time.
6/15/2023	[redacted]	Re-engagement	She has start coming to the class after I called her and encouraged her to come to the school.
6/15/2023	[redacted]	Re-engagement	She has a 6 month baby but sometimes she is attending the class.
6/15/2023	[redacted]	Re-engagement	She has an 8-month-old child. She stated she would come to school when her son's paperwork for childcare was done, which might take two more weeks.
6/15/2023	[redacted]	Re-engagement	He has moved to another state.
6/15/2023	[redacted]	Attendance	Student sent message that she will be out of the State 06/15/2023 and 06/16/2023.
6/15/2023	[redacted]	Re-engagement	She will bring children to Edison Summer camp.
6/16/2023	[redacted]	Re-engagement	Called to check in with student. No answer. Left voicemail. Sent message with re-enrollment link/info.
6/16/2023	[redacted]	Attendance	Student reported absence to teacher due to illness- Covid. Emailed Wellness Technician.
6/16/2023	[redacted]	Re-engagement	was busy, ready to be back next week
6/16/2023	[redacted]	Re-engagement	the student is not planning on returning to the school any time soon because of his working schedule, also is not interested in online classes

[redacted]		Re-Engagement/Re-enrollment	Called 6/16/23. Student is still interested in attending classes. Informed student about re-enrollment. Student said he will re-enroll.
6/16/2023		Re-engagement/re-enrollment	Called 6/16/23. Student's brother answered. He will let his sister know I called.
6/16/2023		Re-Engagement	Called 6/16/23. Student is not able to attend classes right now but plans to return when she is able to. Provided info about re-enrollment for next school year. Student said she will fill out re-enrollment.
6/16/2023		Re-engagement	She has moved to other apartment and she told that she will come to school next week 6/20/23
6/16/2023		Re-engagement	Called 6/16/23 to check in with student and talk to him about re-enrollment. Was talking to student but connection was bad/no response. Called again. Student did not answer. Left voicemail.
6/16/2023		Re-Engagement	Called student back. Student has not been able to attend class due to work schedule and transportation but thinks he will be able to return in about a month. Spoke to student about option for evening classes- when student is able to return, he will come and register for evening classes. Informed student about process for re-enrollment for next school year. Student said he will re-enroll.
6/16/2023		Re-engagement	Called student 6/16/23. Student was at work and requested I call back in about an hour.
6/16/2023		Re-engagement	Phone number not in service. Sent student a chat.
6/16/2023		Re-Engagement	Called 6/16/23 and checked in with student. Student has not been able to come because she hurt her wrist and her kids schedules but plans to return. Spoke to student about re-enrollment. Student said she will re-enroll.
6/16/2023		Re-Engagement	Called to check in with student and talk to student about re-enrollment for next school year. No answer. Left voicemail.
6/16/2023		Attendance	student will miss about a month and a half and will return to classes in August.
6/16/2023		Re-Engagement/Attendance	Called student. Student is still recovering and plans to return to school in August. Talked to her about re-enrollment. Said she will look for the re-enrollment email and fill it out.
6/16/2023		Re-Engagement	Called to check in with student and talk to her about re-enrollment for next school year. No answer. Left voicemail.
6/16/2023		Re-Engagement	Called student. Spoke to her about re-enrollment and sent her link. Student said she will try to fill it out and if she needs help will come to registration office or class for help.
6/16/2023		Re-engagement	She is unable to come to the school because she is busy.
6/16/2023		Re-engagement	She wants to use summer camp and she has a 4 years old son.
6/16/2023		Re-Engagement/Attendance	Called student 6/13/23. Student has been unable to attend class due to her work schedule but thinks she will join an evening class for next school year. Spoke to student about re-enrollment and sent her the link.
6/20/2023		re-engagement	I spoke to [redacted] on the phone. [redacted] is dealing with some personal issues. She wants to return in August. I gave her the phone number for Grand and asked he to re-enroll.
6/20/2023		Attendance	Per student reports will be absent 7/14/23-8/7/23 due to vacation.
6/20/2023		Attendance	Per student reports will be absent 7/14/23-8/7/23 due to vacation.
6/20/2023		re-engagement	I called [redacted] today. She moved to Yuba City. I gave her the Grand phone number to call and re-enroll and change sites.
6/20/2023		re-engagement	I called [redacted]. He was at work and could not talk. I sent him a text asking him to come to the office at Edison to complete his re-enrollment.
6/20/2023		re-engagement	I tried to call. The phone number was not working.

6/21/2023	[redacted]	Re-engagement	He told that has filled the re-enrollment form.
6/21/2023	[redacted]	Re-engagement	She didn't answer the phone to re-enroll her.
6/21/2023	[redacted]	Re-engagement	He didn't answer the phone to re-enroll him.
6/21/2023	[redacted]	Re-engagement	She didn't answer the phone to re-enroll her.
6/21/2023	[redacted]	Re-Engagement	Called 6/21/23. Spoke to student. Student has been unable to come due to his schedule/childcare. Student said he still has interest in attending and hopes to be able to come. Sent info regarding re-enrollment and kids summer programs being offered at HCCTS.
6/21/2023	[redacted]	Attendance	The student would like to get detailed information about reporting his attendance to DHA. I provided him with that information.
6/21/2023	[redacted]	Re-Engagement/Attendance	Called to check in with student. No answer. Left voicemail.
6/21/2023	[redacted]	Re-Engagement	Called 6/21/23. Student said she will be ready to come back to class soon. Spoke to student about re-enrollment for next school year- said she will re-enroll.
6/21/2023	[redacted]	Re-Engagement	Called 6/21/23. Student has not been able to attend school but is still interested and will return when able to. Spoke to student about re-enrollment for next year.
6/23/2023	[redacted]	Re-engagement	I called her number but that was a wrong number and I called her school phone number, she didn't answer.
6/23/2023	[redacted]	Re-engagement	He is working and he is unable to continue coming to school on new year.
6/23/2023	[redacted]	Attendance	I provided the student with information about his and his wife attendance that I've got from the teacher.
6/23/2023	[redacted]	Attendance	The student claims that he attended classes (6/5/2023-6/11/2023), but his attendance wasn't recorded in Power School. I emailed the teacher regarding this request.
6/23/2023	[redacted]	Attendance	The student claims that she attended classes (6/5/2023-6/11/2023), but his attendance wasn't recorded in Power School. I emailed the teacher regarding this request.
6/23/2023	[redacted]	Re-engagement	She didn't answer the phone.
6/23/2023	[redacted]	Re-engagement	She didn't answer her phone. I called her emergency number no one answer the phone.
6/23/2023	[redacted]	Re-engagement	He will come to school next Monday to fill re-enrollment form.
6/23/2023	[redacted]	Re-engagement	She didn't answer the phone.
6/23/2023	[redacted]	Re-engagement	She is coming to school for re-enrollment.
6/23/2023	[redacted]	Re-engagement	Could you please change the re-enrollment form that another student filled out using [redacted] email?
6/26/2023	[redacted]	Attendance	Student called to let us know she won't be able to attend classes until end of August.
6/26/2023	[redacted]	Absent	Student is unable to attend classes due to her not feeling well.
6/26/2023	[redacted]	Attendance	Student sent message that she is out sick.
6/27/2023	[redacted]	Re-Engagement	Called 6/27/23 to check in with student. Person answered and said student was not available but they will tell student to call back.
6/27/2023	[redacted]	Re-Engagement	Called 6/27/23. Received message that subscriber phone number to in service. Unable to leave voicemail.
6/27/2023	[redacted]	Re-engagement	Student wanted to get started get back on track after being out of town for a few months. I emailed student login information to access classes. Attempting to meet in person to get started.
6/27/2023	[redacted]	Attendance	Student will miss school for a couple of months.

6/27/2023	[redacted]	Re-Engagement	Unable to leave voicemail- phone number not accepting calls.
6/28/2023		Re-engagement	student doesn`t respond
6/28/2023		Re-engagement	the student doesn`t respond
6/28/2023		Re-engagement	The student asked to be transferred to morning class. Emailed SOR about it.
6/29/2023		Re-engagement	encouraged the student to come to the school
6/29/2023		Re-engagement	the student was busy with work, planning on attending the school from July 10
6/29/2023		Re-engagement	encouraged the student to come back to the school
6/29/2023		Re-engagement	the student is planning to come back to school on July 10
6/29/2023		Concern about student's well being	This is a new student. He recently turned in several English A assignments at the same time. There are a few comments that raised red flags for me. I am attaching some of his work and have highlighted some of the comments. I helped the student edit some other comments that were inappropriate toward women. The other comments included here include profanity and violence (pages 13 and 14). I believe the students plays a lot of video games. He mentioned that he has no plans for the summer vacation other than to play World of Warcraft. Attaching a link to some of the work he submitted in class. On the last page (19) I highlighted that he doesn't feel comfortable sharing feelings with others. This concerns me because some of his comments in class lead me to believe he may have experienced trauma crossing borders and leaving Russia. [redacted]
6/30/2023		ReEngagement	Spoke with the brother he stated that the student is busy working will return when he has time.
6/30/2023		ReEngagement	Student will travel to Afghanistan for at least two months. Will return to class when she comes back.
6/30/2023		ReEngagement	Student stated that he will travel to Afghanistan for at least two months.
45117.0		Attendance	Student reports she will be absent during the month of July due to work.
45117.0		Attendance	The student is unable to regularly attend the class, due to a personal matter, but she will be actively working on Edmentum.
45117.0		Attendance record	An attendance record for the month of June 2023 was requested for the student for DHA purposes.
45117.0		Attendance record	An attendance record for the month of June 2023 was requested for the student for DHA purposes.
45118.0		Re-engagement	Student is no longer interested in the CTE program due to work. Student will be graduating. She will be dropping off devices this week.
45118.0		Re-engagement	Called student to re-register. No answer, LVM.
45118.0		Re-engagement	Called student to see if they are still interested in CTE or would like to graduate. No answer, VM not set up.
45119.0		Re-engagement	Called student to see if they are still interested in CTE or would like to graduate. Student did not re-enrolled.
45119.0		Re-Engagement	Call student and let her know that she need to do re-enrollment for the next school year
45119.0		Re-Engagement	Call student and let him know that he need to do re-enrollment for the next school year
45119.0		Re-Engagement	Call student and let her know that she need to do re-enrollment for the next school year
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45119.0		Re-Engagement	Call student and let him know that he need to do re-enrollment for the next school year

45119.0	[redacted]	Re-Engagement	Call student and let her know that she need to do re-enrollment for the next school year
45119.0		Re-Engagement	Call student and let her know that she need to do re-enrollment for the next school year
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45119.0		Re-Engagement	Call student and let her know that he need to do re-enrollment for the next school year
45119.0		Re-Engagement	Call student and let her know that she need to do re-enrollment for the next school year
45119.0		Re-engagement	Called student see if they are still interested in CTE or would like to graduate. The student did not complete the re-enrollment form. Unable to leave a VM.
45119.0		Re-Engagement	Call student and let him know that he need to do re-enrollment for the next school year
45120.0		Re-Engagement	Call the student to let her know that she need to fill out the re-enrollment form for the next school year
45120.0		Re-Engagement	Call student to remind him to fill out a re-enrollment form
45121.0		Re-Engagement	Call the student and let her know that she need to fill out a registration form for the next school year
45121.0		Re-Engagement	Call student to let him know that he need to fill out registration form for the next school year
45121.0		Attendance	Checked in regarding attendance at Asher. Student is doing ok and was dealing with work conflict, but is now attending.
45121.0		attendance	student is out sick
45124.0		Re-Engagement	Student need help with registration form for the new school year. She will come to the school 07/18/2023 and I will help her with it.
45124.0		Re-Engagement	No answer. A text message is sent to her.
45124.0		Re-Engagement	Student returned to Ukraine.
45124.0		Re-Engagement	Student do not want to continue to attend school and asked to transfer him out.
45124.0		Re-Engagement	It seems like her number is out of service. An email is sent to her.
45124.0		Re-Engagement	Call the student to verify about registration for the next school year. Student said, he will do it 07/18/2023
45124.0		Re-Engagement	Call the student to verify about registration for the next school year. Student said, she will do it 07/18/2023
45124.0		Re-Engagement	Student was sick and couldn't attend the school. Let student know about re-enrollment process.
45124.0		Re-Engagement	Student was sick and couldn't attend the school. Let student know about re-enrollment process.
45124.0		Re-Engagement	Call student and let him know about re-enrollment process for the new school year.
45124.0		Re-Engagement	Call student and let him know about re-enrollment process for the new school year.
45124.0		Re-Engagement	Call student and let her know about re-enrollment process for the new school year.
45124.0		Re-Engagement	Call student and let him know about re-enrollment process for the new school year. Student is out of Sacramento now.
45124.0		Re-Engagement	No answer. A text message is sent to her.
45124.0		Re-Engagement	No answer. A text message is sent to him.
45124.0		Re-Engagement	Couldn't reach the student. Left TM
45124.0		Re-Engagement	It seems like his number is out of service. An email is sent to him.
45124.0		Re-Engagement	Student will fill out the registration form 07/18/2023

45125.0	[redacted]	Re-engagement	Sent student a text with the re-enrollment link.
45125.0		Attendance	Anna will reach out to him to explain about attendance.
45125.0		Attendance	Anna will reach out to him to explain about attendance.
45125.0		Re-engagement	Tried to reach out, student unreachable.
45125.0		Re-engagement	Sent student a text with the re-enrollment link.
45125.0		Re-engagement	Sent student a text with link to re-enroll.
45125.0		Re-engagement	Sent student a text with re-enrollment link.
45126.0		Re-engagement	Spoke to student regarding ASHER concerns. The student has been going through a difficult time and requested a LOA. Submitted an SIT referral to assist with resources and support.
45126.0		Re-engagement	Called number on file, female answered phone and requested a text. Text came back with error code.
45127.0		Re-Engagement	She had stomachache for two weeks. She will be back on Monday.
45127.0		Re-Engagement	He said he has come to school almost everyday, but Sky and I haven't seen him at all. It seems like he goes to another location. He is going to provide me with the teacher's name tomorrow.
45127.0		Attendance	Student has been registred for 2023-2024 school year.
45127.0		Re-Engagement	No longer interested in being a student.
45127.0		Re-Engagement	No answer. A text message is sent to the emergency contact.
45127.0		Attendance	I have transportation problem and it is difficult to attend the DLBC classes, but I will try to attend the class by Monday 07/24/2023.
45131.0		Re-Engagement	Called the student to let her know that she need to fill out the registration form for the next school year.
45131.0		Re-Engagement	Called the student to let her know that she need to fill out the registration form for the next school year.
45131.0		Attendance	Student will be absent for a few months
45131.0		Attendance	Provided POA for the month of April and May
45131.0		Attendance	The student asked if he could get proof of attendance even he's case is in our base. I said that he can and asked him to come in person if he wish to get a hard copy or call /text/email me to send him an electronic copy.
45131.0		Re-Engagement	Call the student to let her know that she need to fill out the registration form for the next school year.
45131.0		Attendance	Her husband called that the DHA didn't receive the automatic report about her attendance during period of her transfer to CICA. I emailed the SOR team.
45131.0		Re-Engagement	Call the student to let her know that she need to fill out the registration form for the next school year.
45131.0		Re-Engagement	Call the student to let him know that he need to fill out the registration form for the next school year.
45131.0		Re-Engagement	Student is going to be out of town until September, 4th 2023
45132.0		Re-Engagement	She goes to college and doesn't have time to come to school very often. She can only come to school once or twice per week.
45132.0		Re-Engagement	She is busy with opening a family business. She will have some time to come to school after two weeks.
45132.0		Re-Engagement	.No answer. A text message is sent to him.
45132.0		Re-Engagement	No answer. A text message is sent to him.
45132.0		Re-engagement	The student is going to American River College, so he needs to be dropped. Emailed SOR about it.
45132.0		Re-Engagement	.No answer. A text message is sent to her.
45132.0		Re-engagement	the student had a problem with transportation. Provided her with the information about buses. The student is planning to be back next week.
45132.0		Re-Engagement	She had a guest at home and was not able to come to school. She will come back as of Monday next week.

45132.0	[redacted]	Re-Engagement	.No answer. A text message is sent to her.
45132.0	[redacted]	Re-Engagement	.No answer. A text message is sent to him.
45132.0	[redacted]	Re-Engagement	She has been busy and out of Sacramento for a while. She will come back to school as of tomorrow.
45132.0	[redacted]	Re-engagement	there was no respond from the student, left a VM
45132.0	[redacted]	Re-engagement	there was no respond from the student, left a VM
45132.0	[redacted]	Re-engagement	there was no respond from the student.Left a VM
45132.0	[redacted]	Re-Engagement	.No answer. A text message is sent to her.
45133.0	[redacted]	Re-enrollment/re-engagement	Called student to see if they are still interested in a CTE program. VM not set up, sent a text message.
45133.0	[redacted]	Re-enrollment/re-engagement	Called student to see if they are still interested in the icev program or would like to graduate. No answer, LVM.
45133.0	[redacted]	Re-engagement	Student will complete classwork this week.
45133.0	[redacted]	Engagement Call	Student was not told when she could attend classes. Clarified that she can
45133.0	[redacted]	Re-engagement	the student doesn`t respond. Left a VM
45133.0	[redacted]	Re-enrollment/re-engagement	Called student to see if they are still interested in taking the icev program or would prefer to graduate. No answer, LVM.
45133.0	[redacted]	Re-enrollment/re-engagement	Spoke to student regarding re-enrollment. She will review the CTE program and will register today.
45133.0	[redacted]	Re-enrollment/re-engagement	Called student to see if they are still interested in CTE or would prefer to graduate. No answer, LVM.
45133.0	[redacted]	Re-enrollment/re-engagement	Called student to see if they are still interested in CTE. No answer, LVM.
45134.0	[redacted]	Attendance	The student was contacted via phone regarding his attendance.
45134.0	[redacted]	Attendance update	A phone call was made to the student to inquire about his attendance at school.
45134.0	[redacted]	Re-Engagement	Sent a message to see if she still wants to continue with us.
45134.0	[redacted]	Re-Engagement	Called and talked about coming back to class. He said he wants to continue. He's just been busy at work.
45134.0	[redacted]	Re-Engagement	Call the student to notify about re-enrollment. Student will do it today.
45134.0	[redacted]	Attendance	A phone call was made to the student to inquire about his attendance at school.
45134.0	[redacted]	Re-Engagement	Call the student to notify about re-enrollment. Student didn't answer the phone. Left TM
45134.0	[redacted]	Attendance	A phone call and text message was made to the student to inquire about his attendance at school.
45134.0	[redacted]	Attendance	The student will attend the class from tomorrow.
45134.0	[redacted]	Re-Engagement	Sent a message to see if he still wants to come to school.
45134.0	[redacted]	Re-Engagement	Texted to reach out and check-in with Hannah. She's been absent for almost 20 days.
45134.0	[redacted]	Attendance	A phone call and text was made to the student to inquire about attendance at school.
45134.0	[redacted]	Attendance	A phone call and text was made to the student to inquire about his attendance at school.
45134.0	[redacted]	Attendance	A phone call was made to the student to inquire about his attendance at school.
45134.0	[redacted]	Re-Engagement	Call the student to notify about re-enrollment. Student didn't answer the phone. Left VM
45134.0	[redacted]	Attendance	The student will attend school from tomorrow.

45134.	[redacted]	Attendance	The student was reached out to inquire about her attendance at school.
45134.	[redacted]	Attendance	The student was reached out to inquire about his attendance at school.
45134.	[redacted]	Attendance	The student is not able to attend the class sometimes because he is working.
45134.	[redacted]	Attendance	The student was reached out to inquire about his attendance at school.
45134.	[redacted]	Attendance	The student is not able to attend the class due to some personal issue.
45134.	[redacted]	Attendance	The student is not able to attend the class due to some family issues.
45134.	[redacted]	Attendance	The student was reached out to inquire about her attendance at school.
45134.	[redacted]	Attendance	The student was reached out to inquire about his attendance at school.
45134.	[redacted]	Attendance	The student was reached out to inquire about his attendance at school.
45134.	[redacted]	Attendance	The student was reached out to inquire about her attendance at school.
45134.	[redacted]	Attendance	The student will began attending class from August 8, 2023.
45134.	[redacted]	Attendance	The student was reached out to inquire about his attendance at school.
45134.	[redacted]	Re-Engagement	Asked [redacted] husband [redacted] about her. She is taking care of her grandchildren.
45134.	[redacted]	Re-Engagement	Texted to see how she is doing and if she is coming back soon.
45134.	[redacted]	Attendance	The student was reached out to inquire about his attendance at school.
45134.	[redacted]	Re-Engagement	She is in LA. She will come to class next Monday.
45135.	[redacted]	Attendance	The student was contacted because of her lack of attendance at school.
45135.	[redacted]	Attendance	The student was contacted because of her lack of attendance at school.
45135.	[redacted]	Attendance	The student was contacted because of her lack of attendance at school.
45135.	[redacted]	Attendance	The student has trouble with his attendance being recorder. I emailed to the teachers regarding his issue.
45135.	[redacted]	Attendance	The student was contacted due to lack of attendance.
45135.	[redacted]	Attendance	The student was contacted due to lack of attendance.
45135.	[redacted]	Attendance	The student was reached out due to the lack of attendance.
45135.	[redacted]	Attendance	The student was reachout due to lack of attendance and she is attending the school now.
45135.	[redacted]	Attendance	The student was contacted to get an update about his attendance in the class.
45135.	[redacted]	Attendance	The student was contacted because of her attendance, and she attended the class today.
45135.	[redacted]	Attendance	The student was contacted for her attendance.
45135.	[redacted]	Attendance	The student was contacted due to her lack of attendance.
45135.	[redacted]	Attendance	The student was contacted due to his lack of attendance.
45135.	[redacted]	Attendance	The student is not able to attend the classes because of his work and family commitments.
45135.	[redacted]	Attendance	The student is not able to come due to the addition of a new baby to the family and the student's employment schedule.
45138.	[redacted]	Attendance	She will attend the class by tomorrow.
45138.	[redacted]	Attendance	She will attend the class by tomorrow.
45138.	[redacted]	Re-Engagement	Call the student about absences. Student not answered. Left VM and TM
45138.	[redacted]	Re-Engagement	Student wasn't feel well last week because of heat but attend the school today. Student said she will attend school regularly, unless temperature outside is extremely high again.

45138.0	[redacted]	Re-Engagement	Call the student about absences. Student didn't answer the phone. Left VM and TM
45138.0	[redacted]	Re-Engagement	Student attend evening classes
45138.0	[redacted]	Attendance	I will attend the class by tomorrow.
45138.0	[redacted]	Attendance	I want to change my time to evening class and will come to school by tomorrow.
45138.0	[redacted]	Attendance	I have vehicle problem and will try to attend the class as much as I can.
45138.0	[redacted]	Attendance	The student called that he still have an issue with his attendance. I emailed the SOR, the teacher, the principal and the PowerSchool team
45138.0	[redacted]	Attendance	My wife has a surgery and I was very busy with the appointments, I will try to come to class.
45138.0	[redacted]	Attendance	Student did not pick up LVM.
45138.0	[redacted]	Re-Engagement	Student are busy with applying for kindergarten for her kids and can't attend school often.
45138.0	[redacted]	Attendance	I am working from 9 am to 9 pm, I will try to attend the class by next days.
45138.0	[redacted]	Re-Engagement	Student's kids were sick and he has to take care of them. Will be back to the school in a couple days.
45138.0	[redacted]	Attendance	Her husband said, She is sick and will attend the class by next week.
45138.0	[redacted]	Attendance	I will attend the class by tomorrow.
45138.0	[redacted]	Re-Engagement	I called the student, the student is busy with her children and should take care of them so can't be able to come to class, but she would be back soon.
45138.0	[redacted]	Attendance	I have kidney problem and can attend the class rarely.
45138.0	[redacted]	Re-Engagement	Student injured her leg. Will come to the school tomorrow
45138.0	[redacted]	Attendance	My kids are home and I am taking care of them, I will come to class when schools start.
45138.0	[redacted]	Attendance	I will come to class by tomorrow.
45138.0	[redacted]	Re-Engagement	Call the student about the absences. Student not answer. Left TM and VM
45138.0	[redacted]	Re-Engagement	Student are working and can't attend classes in the morning. May transfer to evening classes.
45139.0	[redacted]	Attendance	student will return to classes in September
45139.0	[redacted]	Attendance	The student was contacted regarding lack of attendance.
45139.0	[redacted]	Attendance	The student start attending classes as of today.
45139.0	[redacted]	Attendance	The student was contacted due to her lack of attendance.
45139.0	[redacted]	Attendance	The student was contacted due to lack of attendance.
45139.0	[redacted]	Attendance	The student was contacted due to lack of attendance.
45139.0	[redacted]	Attendance	The student was contacted due to lack of attendance.
45139.0	[redacted]	Attendance	The student attend the class today.
45139.0	[redacted]	Re-Engagement	She will come to school when her kids school opens (After August 10th).
45139.0	[redacted]	Attendance	I gave a call regarding students attendance. The student said is pleased with his location and he's presented regularly and we shouldn't be worried
45140.0	[redacted]	Re-Engagement	The student is currently unable to attend her class due to her responsibilities in caring for her children. She hopes to return to school once she finds a suitable solution for her situation.
45140.0	[redacted]	Re-engagement	he will be back today 08/02/2023
45140.0	[redacted]	Call Engagement	Welcomed student, let me know he was considering online courses
45140.0	[redacted]	Call	Tried to welcome student but the number listed was not correct
45140.0	[redacted]	Attendance	The student is not able to attend the class because her children are on vocation and she has to take care of them.
45140.0	[redacted]	Attendance	The student has been attending Jay's class at Folsom 1.
45140.0	[redacted]	Engagement Call	Welcomed student, needed info on class location

	[redacted]	Engagement	
45140.0		Call	Welcomed student
45140.0		Attendance	The student has been attending class now.
		Engagement	
45140.0		Call	Left vm welcoming student
45140.0		Attendance	The student was not able to attend the classes on a regular basis because of her health concerns.
45140.0		Attendance	The student was contacted due to lack of her attendance.
		Engagement	Phone seems to be off, along with having no voicemail; attempted to call
45140.0		Call	twice
		Engagement	
45140.0		Call	Left vm
45140.0		Attendance	The student has been contacted due to lack of attendance.
		Engagement	
45140.0		Call	Welcomed Student to Highlands
		Engagement	
45140.0		Call	Welcomed student
		Engagement	
45140.0		Call	Students phone was unavailable, no vm option
		Engagement	
45140.0		Call	Welcomed student
		Engagement	
45140.0		Call	Welcomed student
45140.0		Attendance	The student is not able to attend class on a regular basis because she has to take care of her young children while her husband is away.
		Engagement	
45140.0		Call	Welcomed student and transferred to counseling tech
		Engagement	
45140.0		Call	Welcomed student
		Engagement	
45140.0		Call	Welcomed student; asked about class schedule
		Engagement	
45140.0		Call	Left vm welcoming student
		Engagement	
45140.0		Call	Left vm, student called back and was welcomed
		Engagement	
45140.0		Call	Welcomed the student and transferred him to couns. techs
		Engagement	
45140.0		Call	The student's phone was unavailable
45141.0		Attendance	The student has been contacted due to a lack of attendance.
45141.0		Attendance	The student has been contacted due to a lack of attendance.
45141.0		Attendance	The student has been contacted due to a lack of attendance.
45142.0		Attendance	The student is not able to attend the classes due to some personal issues.
45142.0		Attendance	The student has been contacted due to lack of attendance.
45142.0		Attendance	The student has been contacted due to a lack of attendance.
45142.0		Attendance	The student was not able to attend the class due to his spouse's illness. They will return to school next week.
45142.0		Attendance	The student is not able to come to class due to health issues.
45142.0		Attendance	The student has been contacted due to a lack of attendance.
45142.0		Attendance	The student has been contacted due to a lack of attendance.
45142.0		Attendance	The student has been contacted due to a lack of attendance.
45145.0		Engagement	the student did not answer the phone
45145.0		Engagement	Student did not answer the phone left a text message
45145.0		Engagement	Talked with his son did not attend last week because of many appointments. He will continue to attend this week.
45145.0		Engagement	Student works in another city plans to return next month
45145.0		Engagement	Student did not pick up the call, left a text message
45145.0		Re engagement	The following student has been called she is pregnant. And I left a log entries.
45145.0		Attendance	The student is now attending classes after being unable to do so due to a personal issue.

45145.0	[redacted]	Engagement	Student did not pick up phone call.
45145.0	[redacted]	Engagement	Student did not pick up the phone, left a text message
45145.0	[redacted]	Engagement	Student did not pick up the phone, left a text message
45145.0	[redacted]	Re engagement	I called the student she will continue to be present.
45145.0	[redacted]	Engagement	Didn't pick up left a message
45145.0	[redacted]	Re engagement	The student will continue to bee present.
45145.0	[redacted]	Engagement	Student did not pick up the phone. I left a text message
45146.0	[redacted]	Engagement	Student could not attend due to work schedule
45146.0	[redacted]	Re-Engagement	The student wants to be back to school so, I passed his information to the SOR team and they are working on his re-enrollment.
45146.0	[redacted]	Engagement	Student no longer lives in Sacramento, would like to be disenrolled
45146.0	[redacted]	Attendance	Student sent a message to me that says she will be out of the country until the end of September.
45146.0	[redacted]	Engagement	Student wants to switch from evening class to morning class. Will come by the office to be tested again
45146.0	[redacted]	Attendance	Student will not be able to attend the classes until the end of august
45146.0	[redacted]	Engagement	Student was in a car accident last week, plans to continue attending after recovery
45147.0	[redacted]	Low Attendance	The student was informed about his low attendance. He assured that he is going to come to class regularly from now on.
45147.0	[redacted]	Low Attendance	The student was informed about her low attendance. She explained that she recently welcomed a newborn baby and assured that she will rejoin the class once she recovers and feels better.
45147.0	[redacted]	Poor Attendance	The student was contacted regarding her poor attendance. And she intends to come back regularly to her class, once her kids return to school.
45148.0	[redacted]	Re-Engagement	I attempted to reach out the student via phone but he did not respond to my call. Then I tried his emergency contact but they also did not answer to me.
45148.0	[redacted]	Re-Engagement	The student was reached out regarding his excessive absences. He clarified that he had numerous appointments to attend to. He assured that he will come to class regularly from now on.
45148.0	[redacted]	Re-Engagement	The student was reached out regarding her excessive absences. She explained that she had numerous appointments to attend to. She assured that she will come to class regularly from now on.
45148.0	[redacted]	Re-Engagement	I attempted to reach out the student via phone, but she did not answer my call. And I left her a voicemail message.
45148.0	[redacted]	Re-Engagement	I tried to get in touch with the student, but she did not answer my call. I left her a voicemail message.
45148.0	[redacted]	Re-Engagement	I tried to reach out the student, but she did not answer to my call. I left her a voicemail message.
45148.0	[redacted]	Re-Engagement	The student was reached out concerning his absences. He explained that he had taken on a full time job. He is considering switching to evening classes in order to catch up with class work and attendance.
45148.0	[redacted]	Re-Engagement	I reached out the student concerning her absences. She explained that has childcare concern. I provided her with information about the option of transferring to CICA which could potentially help her. She will think about it and will take a decision in the near future.
45148.0	[redacted]	Re-Engagement	I tried to reach out the student, but she did not answer to my call. I left her a voicemail message.
45148.0	[redacted]	Re-Engagement	The student was informed regarding her frequent absences. She clarified that she was sick for a while. She assured to come to school and attend her class regularly from now on.
45148.0	[redacted]	Re-Engagement	I tried to reach out the student regarding his frequent absences, but he did not answer to my call. I left a voicemail message.
45148.0	[redacted]	Re-Engagement	The student was informed regarding his frequent absences. He explained that he got something personal to take care of it. And he intends to come to class regularly from now on.
45148.0	[redacted]	Re-Engagement	The student was informed regarding his frequent absences. He explained that his wife got a newborn baby and she needed his support. He showed intend to come back and attend his class in the near future.

45148.0	[redacted]	Re-Engagement	I tried to reach out the student,but she did not answer to my call. I left her a voicemail message.
45148.0	[redacted]	Re-Engagement	I tried to reach out the student, but she did not answer to my call. I left her a voicemail message.
45148.0	[redacted]	Re-Engagement	I tried to reach out the student regarding her frequent absences, but she did not answer to my call. I left her a voicemail message.
45148.0	[redacted]	Re-Engagement	The student was informed regarding her absences. She explained that she had a lot of family responsibilities to take care. She assured that she will come in the near future.
45148.0	[redacted]	Re-Engagement	The student was contacted concerning her absences. She is currently employed. And she is considering switching to CICA to improve her attendance and catch up with her coursework.
45149.0	[redacted]	Re-Engagement	The student was notified regarding his excessive absences. He said that he has been facing transportation issue. And I informed him that the school offers transportation passes for you. He committed to attending his class from now on.
45149.0	[redacted]	Re-Engagement	I attempted to reach out the student ragrading her frequent absences.But she did not answer to my call. I contacted the emergency number.
45149.0	[redacted]	Re-Engagement	The student was notified regarding his frequent absences. He gave assurance that he will come more frequently from now on.
45149.0	[redacted]	Re-Engagement	The student was reached out regarding his frequent absences. He explained that his absences is due to sickness. He gave assurance to resume and attend school from now on.
45149.0	[redacted]	Re-Engagement	The student reached out to me and clarified that she couldn't attend school due to sickness for two weeks. She assured to be back to school from now on.
45149.0	[redacted]	Re-Engagement	The student was notified regarding her frequent absences. She said that she wanted to take a break and desires not to attend class for a while. However she is considering to come back in the future.
45149.0	[redacted]	Re-Engagement	The student was notified regarding her frequent absences. But she assured that she will come more frequent in the near future.
45149.0	[redacted]	Re-Engagement	The student was notified regarding his frequent absences. She said her absences was due to doctor appointments. And she gave assurance that she will attend her class more frequently from now on.
45149.0	[redacted]	Re-Engagement	I attempted to reach out the student. But she did not answer to my call. I left a voicemail message.
45149.0	[redacted]	Re-Engagement	The student was notified regarding her frequent absences. She explained that she was sick. Also she is planning to travel somewhere. She assured that she will come back once she returns from her trip.
45149.0	[redacted]	Re-Engagement	I attempted to reach out the student. But he did not answer to my call. I left him a voicemail message.
45149.0	[redacted]	Re-Engagement	An attempt was made to notify the student's frequent absences. He said that due to his personal work and responsibilities he couldn't attend his class. He gave assurance that he will come to class more frequently from now on.
45149.0	[redacted]	Re-Engagement	The student was notified regarding her frequent absences. She explained that currently she does not want to attend her class due some personal reasons.However, she is considering to switch from HCCTS to CICA in the near future.
45149.0	[redacted]	Re-Engagement	The student was reached out regarding his excessive absences. He explained that his wife given birth to a baby and because of this situation he had to stay at home and could not attend class. However, he gave assurance that he will come to his class more frequently from now on.
45149.0	[redacted]	Re-Engagement	I reached out the student to notify her excessive absences. But she did not answer to m call. I left her a voicemail message.
45149.0	[redacted]	Re-Engagement	The student was notified regarding her frequent absences. She said that her brother was sick and she has to take care of him. However, she assured to come back and increase her attendance.

45149.0	[redacted]	Re-Engagement	I called the student to notify her frequent absences. But she did not answer to my call. I left her a voicemail.
45149.0	[redacted]	Re-Engagement	The student was notified regarding his frequent absences. He explained that his work schedule prevented him from attending. However, he assured that he will attend class starting next monday.
45149.0	[redacted]	Re-Engagement	The student was reached out regarding his frequent absences. He clarified that he has some personal work to take care that. And he intends to attend his class next week.
45149.0	[redacted]	Re-Engagement	The student was notified regarding his absences. He said that he was out for a family trip. And he assured to attend his class starting next Monday.
45149.0	[redacted]	Re-Engagement	I reached out the student regarding his frequent absences. But he did not answer to my call and I left him a voicemail message.
45149.0	[redacted]	Re-Engagement	The student was notified regarding his frequent absences. He said that his work schedule prevent him to attend morning classes. He is considering switching to evening classes. And I have already sent an email to the SOR team to initiate his transfer to evening classes.
45149.0	[redacted]	Re-Engagement	The student was notified regarding her excessive absence. She assured to be back to school from now on.
45149.0	[redacted]	Re-Engagement	I reached out the student regarding his frequent absences. But he did not answer to my call and I left him a voicemail message.
45149.0	[redacted]	Re-Engagement	The student was called regarding his frequent absences. But he did not answer to my call.I left a voicemail for him.
45149.0	[redacted]	Re-Engagement	I reached out the student to notify his absences. But he did not answer to my call. I left him with a voicemail message.
45149.0	[redacted]	Re-Engagement	I reached out the student regarding her frequent absences. But she did not answer to my call and I left her a message on heer voicemail.
45152.0	[redacted]	Engagement	Student is in a different city but will be coming back next week
45152.0	[redacted]	Attendance	She will attend the class by tomorrow.
45152.0	[redacted]	Re-engagement	Phone is unavailable. Left a TM to come back to classes.
45152.0	[redacted]	Engagement	Student could not attend last week because of work but will resume to continue to come this week
45152.0	[redacted]	Attendance	The student said: I am new in the USA and still looking to find an apartment for me. When I get permanent address, will start coming to the class. (May be till end of August)
45152.0	[redacted]	Engagement	Student can not attend because of work
45152.0	[redacted]	Engagement	Student did not pick up, left a text message
45152.0	[redacted]	Engagement	Student hasn't been attending because she was sick but will continue attending this week
45152.0	[redacted]	Engagement	Student has been attending classes but hasn't been checking in before class
45152.0	[redacted]	Engagement	Student did not attend because of child care, Offered student our locations that provide child care she said she'll think about it
45152.0	[redacted]	Engagement	Student did not pick up the phone, left a text message
45152.0	[redacted]	Engagement	Student thought that last week was no school all week he will continue to attend this week
45152.0	[redacted]	Engagement	Student attends Linda Lee's 1pm class.
45152.0	[redacted]	Engagement	Student needs help filling out benefit forms will come by the office tomorrow
45152.0	[redacted]	Engagement	Student did not attend because he was sick, plans to attend when he gets better
45152.0	[redacted]	Attendance	student will miss school for 2-3 weeks.
45153.0	[redacted]	Engagement	Tried to call the student did not answer left a text message
45153.0	[redacted]	Engagement	Student didn't pick up left a text message
45153.0	[redacted]	Engagement	Student was sick last week but will continue to attend this week
45153.0	[redacted]	Engagement	Student was sick ,but plans to continue coming to school this week
45153.0	[redacted]	Re-Engagement	The student has been called and welcomed to the class. He will attend the class by tomorrow.
45153.0	[redacted]	Absences	Left a VM with invitation to come to class
45153.0	[redacted]	Engagement	Student did not pick up the phone left a vioce message

45153.0	[redacted]	Re-Engagement	The student has been called and welcomed to the class. She had some confusions about the class. Everything became clear to her and she will attend the class by tomorrow.
45153.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45153.0	[redacted]	Engagement	Student was dealing with some family matters and was not able to attend last week, but will continue to attend this week
45153.0	[redacted]	Absence	Called the student regarding her absence. The student wanted to transfer back to PM class.
45153.0	[redacted]	Engagement	Tudendent did not attend last week because of work plans to come to school next week
45153.0	[redacted]	Engagement	Student was busy with work and could not attend last week but plans to attend this week
45153.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45154.0	[redacted]	Engagement	Student could not attend class because of a shoulder injury requested to be transferred to CICA
45154.0	[redacted]	Attendance	The address sent to the student and she will come to class by tomorrow.
45154.0	[redacted]	Attendance	My children are sick, I can't attend the class. I need to take care of them.
45154.0	[redacted]	Engagement	Student could not attend last week because of work
45154.0	[redacted]	Attendance	Student did not pick up her phone. LVM
45154.0	[redacted]	Attendance	I can not attend the class in the morning I want to switch it to the evening.
45154.0	[redacted]	Attendance	Student did not pick up, LVM.
45154.0	[redacted]	Attendance	Student did not pick up her phone, LVM.
45154.0	[redacted]	Engagement	Student could not attend class last week because he was sick
45154.0	[redacted]	Attendance	Her husband said, she will come to class by tomorrow.
45154.0	[redacted]	Attendance	Both will attend the class by tomorrow.
45154.0	[redacted]	Attendance	I will attend the class by next week.
45154.0	[redacted]	Attendance	I will come to class by next week.
45154.0	[redacted]	Attendance	Student did not pick up her phone, LVM.
45154.0	[redacted]	Attendance	The number was not in service.
45154.0	[redacted]	Attendance	Did not pick up her phone, called her emergency number and told will let her know to come to class.
45154.0	[redacted]	Engagement	Student could not attend school last week because their family got food poisoning
45154.0	[redacted]	Engagement	Student could not attend school last week because their family got food poisoning
45155.0	[redacted]	Engagement	Student is not able to attend school because there is no one to take care of her child for her. Informed her about our locations that provide child care
45155.0	[redacted]	Re-Engagement	Student start working. Her work is at Folsom and in the morning shift. Because of that student not able to attend school on the regular basics.
45156.0	[redacted]	Attendance	Student is working and is not able to attend everyday.
45156.0	[redacted]	Attendance	Contacted student, said they will be attending starting next week, but can only attend on Monday, Wednesday, and Friday because of work schedule.
45156.0	[redacted]	Attendance	Attempted to contact student, no response, left message
45156.0	[redacted]	Attendance	Attempted to contact student, no response, left message
45156.0	[redacted]	Poor Attendance	A conversation was made with the student regarding her absences. She told, that she was occupied with daily responsibilities and having family over at her house. She gave assurance about returning on upcoming Monday.
45156.0	[redacted]	Attendance	Contacted student to welcome her back to class.
45156.0	[redacted]	Attendance	Contacted student and welcomed her back to class.
45156.0	[redacted]	Attendance	Contacted student and welcomed her back to class.
45159.0	[redacted]	Engagement	Student did not pick up left a text message
45159.0	[redacted]	Engagement	Student did not pick up, left a text message
45159.0	[redacted]	Engagement	Student was in a car accident but plans to come back to school this week

45159.0	[redacted]	Attendance	The student was helped to get school attendance, and I will print it for her.
45159.0		Engagement	Student could not come to school last week but is planning to come this week
45159.0		Engagement	Student gave birth wants to return to school in 2-3 weeks
45159.0		Engagement	His wife gave birth and he is helping her plans to return to school in 2-3 weeks
45159.0		Engagement	Student did not pick up left a text message
45159.0		Engagement	Student did not pick up left a text message.
45159.0		Engagement	Student was sick last week plans to come this week
45159.0		Re-engagement	Student is interested in engineering program. Meeting Friday @ 1pm
45159.0		Engagement	Student could not attend because of work and family
45159.0		Attendance	The student is now attending classes.
45160.0		re-engagement	Left a message to let her know her backpack is here.
45160.0		re-engagement	Sent a message inviting him back to class.
45160.0		re-engagement	Sent a message to invite her back to class and let her know her kids backpacks are here.
45160.0		re-engagement	Sent a message to invite her back to class.
45160.0		re-engagement	Sent a message to invite them back to class.
45160.0		re-engagement	He had knee replacement a couple of weeks ago. He's in a lot of pain. He said he will return when he can.
45160.0		re-engagement	Sent a message to invite them back to class. Also letting them know their kids backpacks are here.
45160.0		re-engagement	Sent a message to invite them back to class.
45160.0		Engagement	Student did not attend classes this week because of busy work schedule plans to attend this week.
45160.0		Engagement	Student did not pick up the phone left a text message
45161.0		Re-engagement	left a VM letting the student know evening class hours
45161.0		Re engagement	I called the student regarding his poor attendance and not turning homework.Wasn't able to reach the student left voicemail.
45161.0		Engagement	Student was not able to come because of wook plans to come to class on Friday
45161.0		Re engagement	I called the student regarding not turning her homework.She was sick.
45161.0		Attendance	Student reports she had been absent due to family emergency.
45162.0		Re-engagement	left a VM , invited the student to the school
45162.0		Engagement	student could not attend because of work
45162.0		Engagement	Student was out of town last week.
45162.0		Engagement	Sent student a message
45162.0		Engagement	Student was busy with work and could not attend last week
45162.0		Engagement	Student could not attend last week because of work
45166.0		Engagement	Sent student a message
45166.0		Engagement	Sent student a message
45166.0		Engagement	Student was not able to come to work because of work but is planning to come today
45166.0		Engagement	Student was not able to come to work because of work but is planning to come today
45166.0		Engagement	Messaged student about all of our locations that provide childcare.
45166.0		Engagement	Sent student a message
45166.0		Engagement	Student was not able to come last week because of work plans to come to school today
45166.0		Engagement	Sent the student a message
45166.0		Re-engagement	She moved to Michigan. She wouldn't come back to school.
45167.0		Engagement	Left student a text message
45167.0		Engagement	Student was not able to attend classes last week because of work plans to attend this week
45167.0		Engagement	Left student a text message
45167.0		Engagement	Left student a message
45167.0		Engagement	Student says that her welfare does not work with Highlands and she will be attending a different school.
45167.0		Engagement	Left Student a text message
45167.0		Engagement	Left student a text message
45167.0		Engagement	Left student a message

45167.0	[redacted]	Engagement	Left student a text message
45167.0	[redacted]	Engagement	Left student a message
45167.0	[redacted]	Engagement	Left the student a text message
45167.0	[redacted]	Engagement	Left student a message
45167.0	[redacted]	Engagement	Left student a text message
45167.0	[redacted]	Engagement	Left the student a message
45167.0	[redacted]	Engagement	Student was busy with school and could not attend
45167.0	[redacted]	Engagement	Left student a text message
45167.0	[redacted]	Engagement	Left student a text message
45167.0	[redacted]	Engagement	Left student a text message
45167.0	[redacted]	Engagement	Left student a text message
45167.0	[redacted]	Engagement	Student was in a different city for a family emergency planning to come to to school tomorrow
45168.0	[redacted]	Re-Engagement	Student ill be absent for one week, starting September 4th
45168.0	[redacted]	Attendance	Student is unable to attend class because of transportation. She has been referred to CICA.
45168.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45168.0	[redacted]	Engagement	Student could not attend school last week due to poor health plans to attend next week
45168.0	[redacted]	re-engagement	Messaged student to encourage her to attend and to ask how Highlands can help her return to class.
45168.0	[redacted]	re-engagement	Messaged student to encourage him to attend and to offer assistance with any barriers to his attendance and his academic progress.
45168.0	[redacted]	Engagement	Left student a text message
45168.0	[redacted]	Engagement	Student wants to be transferred to CACA because of a busy work schedule, student still needs to pick up her computer.
45168.0	[redacted]	Engagement	Student wants to be transferred to CACA because of a busy work schedule, student still needs to pick up her computer.
45168.0	[redacted]	Engagement	Student had issues with transportation and could not take the bus
45168.0	[redacted]	Engagement	Student didn't pick up the phone, left a text message
45168.0	[redacted]	Engagement	Student didn't pick up the phone left a text message
45168.0	[redacted]	Engagement	Student was busy with work.
45168.0	[redacted]	Engagement	Left the student a message
45168.0	[redacted]	Engagement	Left student a text message
45168.0	[redacted]	Engagement	Student did not pick the phone left a text message
45168.0	[redacted]	Engagement	Student did not pick the phone left a text message
45169.0	[redacted]	Engagement	Student was not able to come school last week because he was out of town on a work trip informed him about CIKA
45169.0	[redacted]	poor attendance	The student is currently unable to attend her class due to her responsibilities in caring for her children. once she finds solution for her situation.
45169.0	[redacted]	Attendance	Student informed about her class.
45169.0	[redacted]	Engagement	Student did not attend school last week because of a busy work schedule
45169.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45169.0	[redacted]	Engagement	Student had car issues last week but plans to come next week
45169.0	[redacted]	Attendance	Student informed about his class and location.
45169.0	[redacted]	Engagement	Student could not attend class last week because of busy work schedule
45169.0	[redacted]	Engagement	Student gave birth amd plans to return to school in 2-3 weeks
45169.0	[redacted]	Engagement	His wife gave birth and he is helping her plans to return to school in 2-3 weeks
45169.0	[redacted]	Engagement	Student did not attend school last week because of a busy work schedule.
45169.0	[redacted]	Engagement	Student didn't pick up Left student a message
45169.0	[redacted]	Engagement	Student did not pick up the phone I left a message
45169.0	[redacted]	Attendance	DId not answer, LVM.
45169.0	[redacted]	Engagement	Student could not attend because of a busy work schedule but the has been doing independent study at home. Informed student about CICA.
45169.0	[redacted]	Engagement	Student did not pick up the phone left a text message

45169.0	[redacted]	Engagement	Student wasn't able to attend because of a busy schedule
45169.0		Engagement	Student was sick and could not attend class
45170.0		Re-Engagement	Student will be back to the school on Tuesday, September 5th
45170.0		Re-Engagement	Student will be back to the school on Tuesday, September 5th
45170.0		poor attendance	I called the student regarding her poor attendance and not turning in homework.she was sick and pregnant.
45170.0		Attendance	Student will go to her home country to take care of ill mom next week. She will be back in late October.
45170.0		re-engagement	Messaged student to welcome her back to class and to encourage her to come on Tuesday, September 5, 2023 to get started again.
45170.0		Re-Engagement	Re-Engagement call is done for the student. she is pregnant and she is interested in Online classes.
45170.0		poor attendance	I called the student regarding poor attendance,I spoke with her husband he said that she is busy with little baby and doesn't know how to come by bus.But she will attend more.
45170.0		Re-Engagement	Student reached out saying that she is going to travel to Turkey from 9/5-9/30. HA
45170.0		Re-Engagement	Student is Currently in Utah and she should be back in September.
45170.0		Absences	Called the student regarding poor attendance. The student has a job. The student wanted to transfer to CICA. Request to SOR was sent.
45170.0		Re-Engagement	Couldn't reach the student. Left TM
45170.0		Re-Engagement	Re- Engagement call is done, the student has a baby. She is interested in Online classes.
45170.0		Attendance	Student is working out of town. He will be back in a few weeks. Asked for homework in the meantime.
45170.0		Re-Engagement	Student is transferring to another school.
45170.0		Engagement	Student did not attend school last week because of a busy work schedule
45170.0		Re-Engagement	Student was sick. Will be back to the school on Tuesday, September 5th.
45170.0		Re-Engagement	Student was sick. Will be back to the school on Tuesday, September 5th.
45170.0		Attendance	Student informed about the class and location.
45170.0		Re-Engagement	Couldn't reach the student. Left VM and TM
45170.0		Engagement	Student was sick last week.
45170.0		Re-Engagement	Call the student, but she not speak Russian good and needs Armenian interpreter. Send a text message.
45170.0		Re-Engagement	Student texted back. She is moving to LA and ask about location over there. I provide student with Highlands school location at LA
45170.0		Absence	Called the student regarding his absence. Left a VM.
45170.0		Re-Engagement	Couldn't reach the student. Left TM.
45170.0		Attendance	Student is currently busy at job (hvac). Will come when he can but plants to be fully back by the end of the month.
45170.0		Engagement	Student did not pick up the phone left a message
45170.0		Engagement	Student was sick last week and could not attend class. Student wanted to make a workforce appointment. Submitted a google form to IHS Navigator
45170.0		Attendance	Called the student regarding his poor attendance. The student has a job now. However, he wants to come back to school soon.
45170.0		Re-Engagement	Student has an appointment with pediatric for her child to get approve, before her child will be enrolled to the school. After that student will be able to attend Highlands school.
45170.0		Attendance	Student's schedule was changed to the pm. Will try to come when he has a day off.
45174.0		Engagement	Left student a text message

45174.0	[redacted]	Engagement	Left student a message
45174.0		Engagement	Left student a message
45174.0		Attendance	Her husband said, We just moved into a new apartment and she can not attend the class till next week.
45174.0		Re-Engagement	Re-Engagement call is done, student started college.
45174.0		Re-Engagement	Re-Engagement call is done for the student. student started work.
45174.0		Re-Engagement	Re-Engagement call is done, student did not answer. voice mail left.
45174.0		Engagement	Left the student a text message
45174.0		Engagement	Student was looking for a job. Plans to attend this week
45174.0		Engagement	Left student a text message
45174.0		Re-Engagement	Re-Engagement call is done, the student will come back, the address of school texted to him.
45174.0		Re-Engagement	Re-Engagement call is done,the student didn't answer, voice mail left.
45174.0		Engagement	Student wants to be transferred to CICA due to a busy work schedule
45174.0		Engagement	Left student a text message
45174.0		Re-Engagement	Re-Engagement call is done, the student will be back tomorrow.
45174.0		Engagement	Left student a text message
45174.0		Engagement	Left student a text message
45174.0		Re-Engagement	Re-Engagement call is done, the student started work, his work doesn't specific plan, he will be back some days.
45174.0		Engagement	Left student a text message
45174.0		Engagement	Left student a text message
45174.0		Re-Engagement	Call the student to discuss about roster daily sign-in rules. Student verified that understood the rules and will follow it.
45174.0		Re-Engagement	Call the student to discuss about roster daily sign-in rules. Student verified that understood the rules and will follow it.
45174.0		Re-Engagement	Call the student to discuss about roster daily sign-in rules. Couldn't reach the student.
45174.0		Re-Engagement	Re-Engagement call is done, the student did not answer,and voice mail left.
45174.0		Attendance	The student wanted to check how many days he was presented
45174.0		Attendance	Her husband said, we are going to pick up the computer by tomorrow, them she will attend the class.
45174.0		Re-Engagement	Re-Engagement call is done, the student was in vacation, she will be back to school tomorrow.
45175.0		poor attendance	I called the student regarding her poor attendance.She was moving and had little baby.
45175.0		Re-engagement	reminded the student our class hours, invited to the school
45175.0		Attendance needed.	Contacted student to explain that he needs to get some more attendance to receive PH.
45176.0		Engagement	Student was sick last week
45176.0		Engagement	Student did not pick up the phone left a text message
45176.0		Engagement	Student was attending CNA Class
45176.0		Engagement	Student could not attend due to busy work schedule
45176.0		Attendance	The student reported that there is a mistake with her and her husband (52672) attendance. They were presented each day of the week in July, but those presence wasn't recorded in PS. The information was forwarded.
45176.0		Re-engagement	Reached out to the student, no respond
45176.0		Engagement	Student did not pick the phone. Left a text message
45176.0		Engagement	Student did not pick up the phone left a text message
45176.0		Engagement	Student could not attend school last week because of a busy work schedule
45176.0		Re-engagement	Called the student, no respond
45176.0		Engagement	Student could not attend school last week because of a busy work schedule
45176.0		Engagement	Student did not pick up the phone,left a text message

45176.0	[redacted]	Engagement	Student was not feeling well last week
45176.0	[redacted]	Engagement	Student was feeling sick last week but plans to come to school next week
45176.0	[redacted]	Re-engagement	called the student, no respond
45176.0	[redacted]	Re-engagement	invited the student to the class, reminded class hours
45176.0	[redacted]	Engagement	Student was sick last week and could not attend school
45176.0	[redacted]	Engagement	Left student a text message
45176.0	[redacted]	Re-Engagement	Student will be absent for a month and back to the school after October, 15th
45176.0	[redacted]	Engagement	Left student a text message
45176.0	[redacted]	Engagement	Left student a text message
45176.0	[redacted]	Engagement	Student moved to San Diego wants to attend the San Diego Highlands location
45176.0	[redacted]	Engagement	Left student a text message
45176.0	[redacted]	Engagement	Student wants to transfer to CICA
45176.0	[redacted]	Engagement	Student wants to transfer to CICA
45176.0	[redacted]	Re-engagement	left a VM, invited the student to the school, reminded class hours
45177.0	[redacted]	Attendance	The student called regarding updates with her and his husband attendance. I provided her with information regarding her husband case, we're waiting for updates regarding her attendance.
45177.0	[redacted]	Engagement	Student did not pick up left a message
45177.0	[redacted]	Re-Engagement	Reached out the student and she will return to class by Monday.
45177.0	[redacted]	Engagement	Student did not pick up left a text message
45177.0	[redacted]	Re-Engagement	Reached out the student in regard to her attendance.
45177.0	[redacted]	Re-Engagement	The student has been called and a message has been sent in regard her attendance.
45177.0	[redacted]	Re-Engagement	Reached out the student to start coming to the class.
45177.0	[redacted]	Re-Engagement	Reached out the student in regards to the attendance.
45177.0	[redacted]	Re-Engagement	Called to the student but does not answer and VM is not set up.
45177.0	[redacted]	Re-Engagement	Reached out to student regarding attendance not answer and no VM set up
45177.0	[redacted]	Re-Engagement	The student will start coming to coming to class by next week.
45177.0	[redacted]	Re-Engagement	The student may start coming to class by next week.
45177.0	[redacted]	Engagement	Student was sick last week
45177.0	[redacted]	Re-Engagement	The student has been called and will start coming to class by next week.
45177.0	[redacted]	Re-Engagement	Left VM
45177.0	[redacted]	Engagement	Student did not pick up left a text message
45177.0	[redacted]	Engagement	Left a message
45177.0	[redacted]	Engagement	Left a message
45177.0	[redacted]	Engagement	Student was sick last week
45177.0	[redacted]	Engagement	Left student a message
45177.0	[redacted]	Engagement	student did not pick up left a message
45177.0	[redacted]	Engagement	Student had heart surgery
45177.0	[redacted]	Re-Engagement	The student did not attend the call.
45177.0	[redacted]	Engagement	Student was sick last week
45177.0	[redacted]	Re-Engagement	I called the student and she will start coming to class by Monday.
45177.0	[redacted]	Re-Engagement	The student has been called and she is going to attend the DLBC class from next week.
45180.0	[redacted]	Engagement	Left student a message
45180.0	[redacted]	Engagement	Left student a message
45180.0	[redacted]	Engagement	Sent student a message

45180.0	[redacted]	Engagement	Student was on a birthday trip last week
45180.0	[redacted]	Re-Engagement	The student is sick, she'll attend her class next week.
45180.0	[redacted]	Engagement	Student didn't pick up left a message
45180.0	[redacted]	Engagement	Left student a text message
45180.0	[redacted]	Engagement	Student was not able to attend classes last week because of work plans to attend this week
45180.0	[redacted]	Engagement	Student was not able to attend classes last week because of work plans to attend this week
45180.0	[redacted]	Engagement	Left student a message
45180.0	[redacted]	Engagement	Student has trouble with mobility and is trying to find a job
45180.0	[redacted]	Engagement	Left student a text message
45180.0	[redacted]	Engagement	Left student a text message
45180.0	[redacted]	Engagement	Student was sick last week
45180.0	[redacted]	Engagement	Left student a message
45180.0	[redacted]	Engagement	Left student a message
45180.0	[redacted]	Engagement	Left student a message
45180.0	[redacted]	Engagement	Left student a text message
45180.0	[redacted]	Engagement	Left student a text message
45180.0	[redacted]	Attendance	Student will not be in attendance
45180.0	[redacted]	Attendance	Student will not be attending due to him going to Turkey
45180.0	[redacted]	Engagement	Left student a text message
45180.0	[redacted]	Engagement	Left student a text message
45180.0	[redacted]	Engagement	Left student a text message
45181.0	[redacted]	Engagement	Student was unable to come to school because of work.
45181.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45181.0	[redacted]	Engagement	Student could not attend because of a busy work schedule
45181.0	[redacted]	Engagement	Student was sick last week
45181.0	[redacted]	Engagement	Student did not pick up left a text message
45181.0	[redacted]	Engagement	Student was dealing with some personal issues last week
45181.0	[redacted]	Engagement	Student needed a mental break from school. Student will be back this week
45181.0	[redacted]	Attendance	Student reported she will have ongoing absences due to medical appointments.
45181.0	[redacted]	Engagement	Student was sick last week and broke their glasses
45181.0	[redacted]	Engagement	Student was sick last week and broke their glasses
45181.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45181.0	[redacted]	Engagement	Student wants to be transferred to CICA because of a busy work schedule
45181.0	[redacted]	Engagement	Student was sick last week
45181.0	[redacted]	re-engagement	Sent a message to invite her back to class.
45181.0	[redacted]	Engagement	Student did not pick up left a text message
45181.0	[redacted]	Engagement	Student was unable to attend due to a busy work schedule
45181.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45181.0	[redacted]	Engagement	Student started college
45181.0	[redacted]	Attendance needed.	Student requested for school-issued PH, informed him that he needs an attendance.
45182.0	[redacted]	Re-Engagement	She has had transportation issues. She will come to school soon.
45182.0	[redacted]	Re-Engagement	She is very busy and can't attend school often. She will come to class whenever she finds time.
45182.0	[redacted]	Re-Engagement	
45182.0	[redacted]	Re-Engagement	He was changing his house. He will come to school on Monday to talk about transferring to another site.
45182.0	[redacted]	Re-Engagement	A text message is sent to her.
45182.0	[redacted]	Re-Engagement	A text is sent to him.
45182.0	[redacted]	Re-Engagement	She has transportation issues now. She will come back to class after a week.

45182.0	[redacted]	47548.0	Re-Engagement	A text is sent to her.
45182.0	[redacted]	20756.0	Engagement	Student requested transfer from PM classes to AM classes
45182.0	[redacted]		Re-Engagement	A text is sent to her.
45182.0	[redacted]		Re-Engagement	A text is sent to her.
45182.0	[redacted]		Engagement	Didn't pick up the phone left a message
45182.0	[redacted]		Re-Engagement	She had a knee replacement surgery. She has a plan to come back.
45182.0	[redacted]		Re-Engagement	Her husband answered the phone and said that he would speak with her and let me know if she wants to stay a student or not.
45182.0	[redacted]		Engagement	Student could not attend class last week because of busy work schedule
45182.0	[redacted]		Engagement	Student could not attend class last week because of busy work schedule
45182.0	[redacted]		Engagement	The student is not attending school because she has trouble seeing
45182.0	[redacted]		Re-Engagement	A text message is sent to him.
45182.0	[redacted]		Re-Engagement	A text is sent to her.
45182.0	[redacted]		Re-Engagement	A text is sent to her.
45182.0	[redacted]		Re-Engagement	She is busy with her job in the mornings and cannot come to in-person evening classes. She requested to get enrolled in CICA classes.
45182.0	[redacted]		Re-Engagement	A text is sent to him.
45182.0	[redacted]		Re-Engagement	She will come back to school this week.
45182.0	[redacted]		Re-engagement	Requested a student`s phone
45182.0	[redacted]		Re-Engagement	A text message is sent to him.
45182.0	[redacted]		Re-Engagement	She will come back to class this week.
45182.0	[redacted]		Re-Engagement	A text message is sent to her.
45183.0	[redacted]		Absences	Student is currently looking after her husband due to an incident that occured. Email was sent to her teacher to see if there's any work she can do at home for the meantime.
45183.0	[redacted]		Re-Engagement	She had a job in the mornings and was not able to come to school. As of today her schedule will change and she will be able to come to school in the mornings.
45183.0	[redacted]		Re-Engagement	Will come back to school today.
45183.0	[redacted]		Re-Engagement	No answer. A text message is sent to her.
45183.0	[redacted]		Re-Engagement	She will come back to class soon.
45183.0	[redacted]		Re-Engagement	She will come back to class next week.
45183.0	[redacted]		Engagement	Student had a flu last week
45187.0	[redacted]		Re-engagement	Welcomed the student, informed about class hours
45187.0	[redacted]		Attendance	We have transportation problem. it is difficult to attend the class. (her husband said)
45187.0	[redacted]		Attendance	The student called to check the attendance for her and his husband
45187.0	[redacted]		Engagement	Student could not attend because of work
45187.0	[redacted]		Re-engagement	no respond, informed the student about class hours, welcomed to the school
45187.0	[redacted]		Re-engagement	No respond from the student
45187.0	[redacted]		Engagement	Sent student a text message
45187.0	[redacted]		Engagement	Student wasn't able to attend because of doctor's appointment

45187.0	[redacted]	Re-Engagement	The student retuned to school. DLLRF, submitted for her phone and email, I completed her re-enrollment and I submitted her eyeglasses and CPR certificate.
45187.0	[redacted]	Engagement	Sent student a text message
45187.0	[redacted]	Engagement	Student was sick last week
45187.0	[redacted]	Engagement	Student is injured and is looking for a job
45187.0	[redacted]	Engagement	Student couldn't come to school last week because of work
45187.0	[redacted]	Engagement	Left student a text message
45187.0	[redacted]	Re-engagement	Left a VM, welcomed the student, informed about class hours
45187.0	[redacted]	Attendance	Sent the site location and class time.
45188.0	[redacted]	Re-engagement	Student cannot attend school due to the college and new schedule, but is planning to be back in October
45188.0	[redacted]	Engagement	Student did not pick up the phone left a message
45188.0	[redacted]	engagement	Messaged student to ask how we may be of assistance with him coming to class.
45188.0	[redacted]	Engagement	Student could not attend last week because of a busy work schedule
45188.0	[redacted]	Engagement	Student could not attend last week because of a busy work schedule
45188.0	[redacted]	Attendance	Student and her husband (54293) attended the Hillsdale location classes because they are considering being transfer to another location. They would like to have their attendance recorded. I informed their teachers from Salam and Hillsdale about the issue. I also texted the student asking her to sign on the attendance sheet in the class to have proof they were presented.
45188.0	[redacted]	Engagement	Left student a message
45188.0	[redacted]	Engagement	Left student a message
45188.0	[redacted]	Engagement	Student did not pick up the phone left a message
45188.0	[redacted]	Engagement	Student did not pick up left student a message
45188.0	[redacted]	Engagement	sent student a message
45188.0	[redacted]	Engagement	Sent student a message
45188.0	[redacted]	Engagement	Left student a message
45188.0	[redacted]	Attendance	Informed student about her class and location.
45188.0	[redacted]	e-engagement	I haven't seen him in class for a few days so I reached out. He said he moved and requested to be transferred to CICA. I will request the transfer.
45188.0	[redacted]	Engagement	Student didn't pick up the phone left student a message
45189.0	[redacted]	Attendance	I am in Texas. I will attend the class when I will be back.
45189.0	[redacted]	Attendance	Student did not pick up his phone. VM was not setup to leave VM.
45189.0	[redacted]	Re-engagement	called the student, no respond
45189.0	[redacted]	Re-engagement	called the student, no respond
45189.0	[redacted]	Attendance	Student will attend the class by tomorrow.
45189.0	[redacted]	Attendance	Student did not pick up her phone, LVM.
45189.0	[redacted]	Attendance	Student did not pick up her phone, LVM.
45189.0	[redacted]	Attendance	I am working double shifts and I can not attend the class. I may come back to the class by January.
45189.0	[redacted]	Attendance	I am sick and will attend the class by next week.
45189.0	[redacted]	Attendance	I will attend the class tomorrow.
45189.0	[redacted]	Attendance	Student did not pick up his phone, LVM.
45189.0	[redacted]	Engagement	Student's daughter had surgery last week.Student had to take care of her.
45189.0	[redacted]	Attendance	She does not feel well and could not attend the class now. (her husband said)
45189.0	[redacted]	Attendance	She is working and rarely attending the class (her husband said)
45189.0	[redacted]	Engagement	Student was looking for a job last week and could not attend class last week
45189.0	[redacted]	Attendance	Student tested positive for COVID. She said I need to rest and will attend the class next week.
45189.0	[redacted]	Attendance	She is not feeling well. She will attend the class tomorrow. (her husband said)
45189.0	[redacted]	Attendance	Student did not pick up her phone. LVM.
45189.0	[redacted]	Attendance	Student did not answer. LVM.
45189.0	[redacted]	Engagement	Student could not attend last week because of a busy work schedule
45189.0	[redacted]	Engagement	Student was still very sick last week

45189.0	[redacted]	Engagement	Student did not pick up left a text message
45189.0	[redacted]	Attendance	She is still waiting for Child care approval to send her kids. When she gets approval will attend the class.
45189.0	[redacted]	Engagement	Student did not pick up left a text message
45189.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45189.0	[redacted]	Attendance	I will not attend the class. She did not say the reason.
45189.0	[redacted]	Attendance	The number was not in service.
45189.0	[redacted]	Attendance	Did not pick up her phone.
45190.0	[redacted]	Re-engagement	I called her to come to the school and sign her IS paperwork, but she didn't answer the phone.
45194.0	[redacted]	Engagement	Sent student a message
45194.0	[redacted]	Engagement	Student was sick last week.
45194.0	[redacted]	Engagement	Sent student a text message
45194.0	[redacted]	Engagement	Sent student a text message
45194.0	[redacted]	Engagement	Student was not able to attend because of work
45194.0	[redacted]	Engagement	Left student a text message
45194.0	[redacted]	re-engagement	Student came to class today and we met regarding her progress. She would like to finish WFR when she is done with English C, which will be within the next few days.
45194.0	[redacted]	Re-Engagement	The student said she will return to school by tomorrow.
45194.0	[redacted]	Engagement	Sent student a text message
45194.0	[redacted]	Engagement	Student has been sick for the past 3 weeks
45194.0	[redacted]	Engagement	Sent student a text message
45194.0	[redacted]	Engagement	Sent student a text message
45194.0	[redacted]	Engagement	Sent student a text message
45194.0	[redacted]	Engagement	Sent the student a text message
45194.0	[redacted]	Re-Engagement	I walked the student through online registration for CICA.
45195.0	[redacted]	Re-engagement	Information was provided about the cte and graduation requirement.will reenroll.
45195.0	[redacted]	Re-Engagement	He has 2 jobs and it is very difficult for him to come to school. I offered an online class, but he doesn't like it.
45195.0	[redacted]	Re-Engagement	Student moved to another state and for permanent residence.
45195.0	[redacted]	Re-Engagement	Student moved to another state and for permanent residence.
45196.0	[redacted]	Re-Engagement	Student working in Oregon by contract. Will be back on Friday.
45196.0	[redacted]	Re-Engagement	Student is working, will come to school on next week.
45196.0	[redacted]	Re-Engagement	Student will come to school today.
45196.0	[redacted]	Re-Engagement	Student will come to the class today
45196.0	[redacted]	Re-Engagement	Student will come to the class today
45196.0	[redacted]	Attendance	student tested positive for covid will miss school.
45196.0	[redacted]	re-engagement	Messaged student to provide feedback regarding her progress in English A and to encourage her to keep working toward her academic goals. I reminded her that she can reach out to me with any questions or concerns.
45196.0	[redacted]	Re-Engagement	Student is sick. Will be back to the class when feel better.
45196.0	[redacted]	Re-Engagement	Student is sick. Will be back to the class when feel better.
45196.0	[redacted]	Re-Engagement	Student will come to the class today.
45196.0	[redacted]	Re-Engagement	Student will come to the class today.
45196.0	[redacted]	Re-Engagement	Student's child was sick and she couldn't attend the classes. Will come to the school today.

45196.0	[redacted]	Engagement	Sent student a text message
45196.0		Engagement	Left student a message
45196.0		Engagement	Student just gave birth
45196.0		Engagement	Sent student a text message
45196.0		Engagement	Aent student a text message
45196.0		Re-Engagement	He didn't answer. I spoke with his wife and asked her to send him a message.
45196.0		Re-Engagement	Student will come to the class today or friday
45196.0		Re-Engagement	Student is sick. Will be back to school in few days.
45196.0		Engagement	Left Student a message
45196.0		Engagement	Sent student a text message
45196.0		Engagement	Student was out of town last week
45196.0		Re-Engagement	Student will come to the class today
45197.0		Attendance	I discussed with the student his and her wife transfer to Whitney. I emphasized that they need record their attendance properly.
45197.0		Attendance	Student is experiencing health issues and is not able to come to class.
45197.0		Engagement	Sent student a message
45197.0		Attendance	I informed the student when and where she can get a proof of attendance and how to set up the automatic sending of information to the DHA
45197.0		Re-Engagement	Student will come to the class today 09/28/23
45197.0		Engagement	sent student a message
45197.0		absence update	Student was in a car accident a week or so ago and was admitted to the hospital. She is wearing a neck brace and still recovering at home.
45198.0		Engagement	Student was sick last week
45198.0		Attendance	Will be back on October on 18th
45198.0		Engagement	Student delivered a baby
45198.0		Engagement	Student is waiting on Child Action to place her kids in daycare to attend class
45198.0		Engagement	Student couldn't attend class because of a busy work schedule
45198.0		Engagement	Student is trying to get his drivers licence to drive to class
45198.0		Engagement	Student had a busy work schedule last week
45198.0		Re-Engagement Call	Contacted the student (phone call, voicemail, text message) but the student didn't come to sign the required paperwork for IS therefore changed IS to A.
45198.0		Engagement	Student was out of town last week
45198.0		Engagement	Student was out of town last week
45198.0		Re-Engagement	Call the student to verify about the document she is provided for evaluation.
45201.0		Attendance	I forgot about my class. I will attend the class tomorrow.
45201.0		Attendance	I will attend the class tomorrow.
45201.0		Attendance	Student will attend the class tomorrow.
45201.0		Attendance	Student feel sick can not attend the class. She will attend back while she feels better.
45201.0		Attendance	I have a baby and will bring her with me otherwise I can not attend the class.
45201.0		re-engagement	Messaged student to encourage them to attend class.
45202.0		Re-Engagement	No answer.
45202.0		Re-Engagement	He said he will come to school before 4 today to speak with us in person.
45202.0		Re-Engagement	She is going to come to school from 2 to 4.
45202.0		Re-Engagement	He has been very busy. He will come to school tomorrow.

45202.0	[redacted]	Re-Engagement	She has a disabled child who has hurt his eye. She requested to transfer to CICA so she can take care of her child.
45202.0		Re-Engagement	He is looking for a job. He will call me back and let me know if he wants to continue being a student or not.
45203.0		Engagement	Student moved to different address requested CICA
45203.0		Engagement	Student couldn't attend class because of a busy work schedule
45203.0		Attendance	Per student will be absent the month of November due to travel.The student will also possibly be absent the month of December.
45203.0		Engagement	Student could not attend class last week because of a busy schedule
45203.0		Engagement	Student was preparing documents for their kids
45203.0		Engagement	Student was preparing documents for their kids
45204.0		Re-engagement	[redacted] son has been sick. She said she will be back on Monday.
45204.0		Attendance	Student will attend the class tomorrow.
45204.0		Re-engagement	He didn't answer the phone call.
45204.0		Re-engagement	He said that he was busy last month and he will come back to school Monday 10/9/23.
45204.0		Re-engagement	She had a leg surgery but now she got well and wants to come back to school.
45204.0		Attendance	She feels sick and can not attend the class.
45204.0		Attendance	She has kidney problem and could attend the class rarely.
45204.0		Re-engagement	She is pregnant, her blood pressure is very low. She said whenever she can she will come to school.
45204.0		Attendance	Student did not pick up his phone. VM is not setup yet.
45204.0		Re-engagement	His phone number is out of service.
45204.0		Re-engagement	Welcomed the student to Howe site, informed about class hours
45204.0		Re-engagement	She has a 3 year old kid who is allergic and didn't receive immunization shots because of that. She is trying to enroll him in pre-school but not having immunization records prevents it from happening. Also, they moved to North Natomas. I told her about CICA option. She will discuss with her husband and call me back.
45204.0		Attendance	I was busy and could not attend the class. I will attend the class today.
45204.0		Attendance	Student wants to attend in-person class. Sent Email to SOR to transfer her.
45204.0		Attendance	I moved to another apartment and I was very busy. I will attend the class next week.
45204.0		Attendance	Student is attending the class in Auburn location.
45204.0		Re-engagement	He moved to North Highlands. He works during the day and evening. He needs afternoon classes. The closest site is McClellan. I will transfer him.
45204.0		Re-engagement	He was working during the night and wasn't able to come to the class but he said that he has changed his schedule and will come to the class Monday 10/9/23.
45204.0		Re-engagement	She didn't answer the phone.
45204.0		Attendance	I was busy with my children's school. I will attend the class next week.
45204.0		Re-engagement	Called the student, welcomed to the school and informed about class hours
45204.0		Re-engagement	She has a new baby and she will start coming to school next month.
45204.0		Re-engagement	He is working and he said that he will come to school when he have time.
45204.0		Re-engagement	She is pregnant and doesn't feel good.
45204.0		Re-engagement	He is attending evening class and he wants to change his class to evening.
45204.0		Attendance	The phone number was wrong. called her emergency contact and correct it. ([redacted]).
45204.0		Re-engagement	She is sick and she is unable to come to school.
45204.0		Attendance	Student did not answer. LVM.
45204.0		Attendance	I was waiting for chromebook. I will attend the class today.
45204.0		Attendance	Student did not pick up his phone. LVM.
45204.0		Attendance	Student did not pick up and her VM is not setup yet.
45205.0		Re-engagement	He is working and he wants to come to the school next week.

45205.0	[redacted]	Re-engagement	Called student to re-engage. No answer, sent text message. Awaiting response.
45205.0	[redacted]	Re-engagement	He didn't answer the phone.
45205.0	[redacted]	Re-engagement	He said his work shift will be change after one week than he can come to the school.
45205.0	[redacted]	Re-engagement	She didn't answer the phone.
45208.0	[redacted]	Re-engagement	called the student, no respond. Left a VM invited back to school.
45208.0	[redacted]	Engagement	Student is still waiting on Child Action to place her children in daycare to attend classes
45208.0	[redacted]	Re-engagement	Called the student, no respond. Left a VM, invited back to school.
45208.0	[redacted]	Engagement	Student has a busy work schedule and could not attend school last week
45208.0	[redacted]	Re-engagement	Called the student, no respond
45208.0	[redacted]	Re-engagement	The student said he will return to school in two weeks
45208.0	[redacted]	Re-engagement	The student needs to be transferred out due to moving to a different state
45208.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45208.0	[redacted]	Re-engagement	The student needs to be transferred out due to moving to a different state
45208.0	[redacted]	Engagement	Student was sick last week and was recovering after surgery
45208.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45208.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45208.0	[redacted]	Engagement	Student did not pick up the phone left a txt message
45208.0	[redacted]	Engagement	Student was moving to a address last week
45208.0	[redacted]	Engagement	Student had a busy work schedule and could not attend class last week
45208.0	[redacted]	Engagement	Student was out of town last week
45208.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45208.0	[redacted]	Engagement	Student was busy last week with personal things
45208.0	[redacted]	Engagement	Student did not pick up left a txt message
45208.0	[redacted]	Engagement	Student was sick last week
45208.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45208.0	[redacted]	Engagement	Student is on vacation and will be on vacation till the end of this week
45208.0	[redacted]	Engagement	Student is on vacation and will be on vacation till the end of this week
45208.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45208.0	[redacted]	Engagement	Student did not pick up the phone left a text message
45209.0	[redacted]	Re-engagement	Called the student. Left a VM, invited back to school.
45209.0	[redacted]	Re-engagement	The student will return to school today.
45209.0	[redacted]	Re-engagement	The student will not come back to school because she passed her citizenship exams. Requested transfer out for the student
45209.0	[redacted]	Re-engagement	The student couldn`t attend the school because of a busy working schedule. Will try to return starting next week.
45209.0	[redacted]	Re-engagement	The student has a different person`s phone number in her demographics. Requested removal from SOR
45209.0	[redacted]	Attendance	Student said he would be absent 10/10/23 due to medical appointment.
45210.0	[redacted]	Re-Engagement	She has a job and is not able to come to school very often. She will talk with her husband to figure out a solution. Online classes were discussed.
45210.0	[redacted]	Engagement	Student is out of town
45210.0	[redacted]	Engagement	Student has COVID
45210.0	[redacted]	Engagement	Student's wife has COVID
45210.0	[redacted]	Engagement	Student did not pick up the phone left a message
45210.0	[redacted]	Engagement	Student did not pick up the phone left a message
45210.0	[redacted]	Re-Engagement	I spoke with her sister this morning. She has plans to come back to class soon.
45211.0	[redacted]	Re-engagement	No respond from the student. Left a VM, invited back to school, provided with necessary information.
45211.0	[redacted]	Re-engagement	The student was absent at the school due to busy schedule. Will be back on Monday.
45211.0	[redacted]	Re-engagement	Called the student, no respond.
45211.0	[redacted]	Re-engagement	Called the student. No respond

45211.0	[redacted]	Attendance	Student requested to transfer her to the morning class. Sent email to SOR.
45211.0	[redacted]	Attendance	Student requested to transfer her to the morning class. Sent email to SOR.
45211.0	[redacted]	Re-engagement	Called the student. The student is planning to be back to the school next week
45211.0	[redacted]	Re-engagement	Called the student, invited to the school.
45211.0	[redacted]	Re-engagement	Called the student, invited back to the school
45211.0	[redacted]	Re-engagement	The student is planning to be back to school in two weeks.
45211.0	[redacted]	Re-engagement	Called to check on the student.The student will return to school next week
45211.0	[redacted]	Attendance	I can not attend the class. I have transportation problem.
45212.0	[redacted]	Re engagement	I called the student regarding her attendance.I spoke with her husband. Someone in her family passed away. She will come next week.
45212.0	[redacted]	Re-engagement	The student is not able to attend the school anymore due to his work schedule. Requested transfer out for the student.
45212.0	[redacted]	Re-engagement	The student is still interested in attending school. Will be back starting next week
45212.0	[redacted]	Re-engagement	The student is not able to attend the school anymore due to his work schedule. Requested transfer out for the student.
45215.0	[redacted]	Re-engagement	The student didn`t attend school due to busy work schedule.The student will be back to the class starting today.
45215.0	[redacted]	Re-engagement	The student didn`t attend school due to busy work schedule.The student will be back to the class starting today.
45215.0	[redacted]	Re-engagement	Unable to contact the student and leave VM
45215.0	[redacted]	Re-engagement	No respond from the student. Left a VM.
45215.0	[redacted]	Attendance	Student will return to classes once she feels better
45216.0	[redacted]	Attendance	Student is not able to attend orientation or classes as student will be having surgery and will be home recovering.
45217.0	[redacted]	Attendance	Student will attend the class on Monday.
45217.0	[redacted]	Engagement	Student could not come to school because of child care.
45217.0	[redacted]	Engagement	Student was busy at work
45217.0	[redacted]	Attendance	Student moved to Elk grove, asked to transfer to Elk grove location.
45217.0	[redacted]	Engagement	Student was dealing with some personal issues
45217.0	[redacted]	Re-engagement	I called her school and the emergency number, but no one picked up.
45217.0	[redacted]	Engagement	Student broke their leg
45217.0	[redacted]	Re-engagement	Called the student. Unable to hear back.
45217.0	[redacted]	Engagement	Student couldn't come to school because of work
45217.0	[redacted]	Re-engagement	He told me over the phone that he had a vehicle accident. When he gets a new car, he'll return to class.
45217.0	[redacted]	Re-engagement	She told me over the phone that she had a vehicle accident. When she gets a new car, she'll return to class.
45217.0	[redacted]	Re-engagement	I called her school and the emergency number, but no one picked up.
45217.0	[redacted]	Re-engagement	The student couldn`t attend the school due to her job`s shift. The student will continue attending the school starting next week.
45217.0	[redacted]	Re-engagement	Unable to reach out to the student
45218.0	[redacted]	re-engagement	Sent a message inviting him back to class.
45218.0	[redacted]	Engagement	Student is having some issues with her house and was unable to attend class last week
45218.0	[redacted]	re-engagement	Sent a message inviting them back to class.
45218.0	[redacted]	Engagement	Student had doctor appointments last week
45218.0	[redacted]	Engagement	Student is taking care of her children
45218.0	[redacted]	Re-engagement	Unable reach out to the student.
45218.0	[redacted]	Re-engagement	Unable to contact the student.
45218.0	[redacted]	Re-engagement	Called the student. The student is interested in a different program, wants to hear back from counselor.
45218.0	[redacted]	Re-engagement	Called the student. Was unable to leave a VM
45218.0	[redacted]	Engagement	Student has COVID
45218.0	[redacted]	Engagement	Student's wife has COVID
45218.0	[redacted]	Engagement	Student is still recovering after a surgery
45218.0	[redacted]	Re-engagement	Unable to reach out to the student.

45218.0	[redacted]	e-engagement	Sent a message inviting them back to class.
45218.0	[redacted]	Engagement	Student does not want to attend class anymore
45218.0	[redacted]	Engagement	Student moved to the Roseville area
45218.0	[redacted]	e-engagement	Sent a message inviting them back to class.
45218.0	[redacted]	Engagement	Student's daughter was sick
45218.0	[redacted]	Engagement	Student's father died last week
45218.0	[redacted]	Engagement	Student had a busy work schedule last week
45218.0	[redacted]	Engagement	Student wants to move down to level 1
45222.0	[redacted]	Engagement	I called [redacted] but neither her or her emergency contact answered. [redacted] was in a car accident in May and due to that she has many therapy appointments to attend right now as well as chiropractor appointments. Also soon she will have hand surgery. So due to all that she won't be able to attend in person classes.I let her know about CICA and she will rather be in CICA.
45222.0	[redacted]	Re-engagement	No respond from the student. Sent a text message inviting to school and providing with information.
45222.0	[redacted]	Re-engagement	The student doesn`t accept phone calls. Sent a text message providing information and inviting back to the school
45222.0	[redacted]	Re-engagement	Unable to talk with the student. Left a VM inviting back to the school, providing with information.
45222.0	[redacted]	Attendance	My son was sick and I could not attend the class. I will come and join the class today.
45222.0	[redacted]	Re-engagement	No respond from the student , left a VM inviting back to school and providing with information.
45222.0	[redacted]	Re-engagement	Unable to talk with the student. Sent a text message inviting back to the school and providing with information.
45222.0	[redacted]	Attendance	Informed student about her class, time and location.
45222.0	[redacted]	Engagement	Talked to [redacted], he's in San Diego right now taking care of his sick mother that has health problems. He also let me know he tried checking in at a school over there in San Diego. So i'm having him send me his address so I can try and help him find one more closest to where he is right now.
45222.0	[redacted]	Engagement	So I called but neither [redacted] or her emergency contact picked up my calls.
45223.0	[redacted]	Engagement	She has some arthritis and she's taking some pills for the pain which are causing her some secondary pains. For those reasons she can't show up to school right now.
45223.0	[redacted]	Engagement	Has some house complications as well as he is right now taking care of his special needs child, which makes it difficult to show up to school and his work.
45223.0	[redacted]	Engagement	Student was busy with work
45223.0	[redacted]	Engagement	Student did not answer her phone left a text message
45223.0	[redacted]	Engagement	He wasn't able to answer neither was his spouse.
45223.0	[redacted]	Engagement	She started working so she won't be able to make it to class.
45223.0	[redacted]	Engagement	Student had a toothache
45223.0	[redacted]	Engagement	She started working and won't be able to make it to class anytime soon.
45223.0	[redacted]	Engagement	He has work going on right now so he won't be able to attend school right now.
45223.0	[redacted]	Engagement	She is going to Mexico soon to be with her brother that might pass away any time soon, also she will try to turn in her phone as soon as possible. She will leave to Mexico this Sunday and won't be back until January 8th.
45223.0	[redacted]	Engagement	Student was busy with work
45223.0	[redacted]	Engagement	Student was sick last week
45223.0	[redacted]	Engagement	Student was busy with work
45223.0	[redacted]	Absence	Called the student to encourage her to come back to school but it went straight to voicemail and I left a voice message for her.
45223.0	[redacted]	Re-engagement	The student interested in our online class. I sent her online registration link to re-enroll.
45224.0	[redacted]	Absence	I called the student to re-engage her to return to school, and she said she was sick and would come to school in a week.

45224.0	[redacted]	Engagement	She started to work and won't be able to attend school anymore.
45224.0		Engagement	I wasn't able to get an answer from both him and his emergency contact when I called.
45224.0		Absence	I called the student to re-engage her to return to school, and she said she was sick and would come to school in a couple of days.
45224.0		Engagement	Her husband works and she does not have a ride to school.
45224.0		Engagement	Student was sick last week
45224.0		Attendance	letting us know she won't be able to make it in today
45224.0		Attendance	Student didn't pick up the phone, left a voice message
45224.0		Absence	Called the student to re-engage him to come back to school but the student's phone number is no longer in service.
45224.0		Engagement	[redacted] is currently out of state in Texas so he won't be able to attend until he returns back to california, which is uncertain because he doesn't know when he will be back.
45224.0		Attendance	Student will start attending classes next week
45224.0		Engagement	I didn't get an answer from either him or his emergency contact.
45224.0		Attendance	The student is on a waiting list for CICA, he doesn't have time to attend in-person classes
45224.0		Re-engagement	No respond from the student. Left a VM asking the student to get back to us.
45224.0		Re-engagement	No respond from the student. Left a VM asking to get back to us.
45224.0		Engagement	No answer from her or emergency contact.
45224.0		Re-engagement	Reached out to the student. He didn`t come to the school due to some family problems. The student is planning to be back in 9 days.
45224.0		Engagement	Needs to stay home to take care of her children, sinc she doesn't have someone that can.
45224.0		Engagement	No answer from her or emergency contact.
45224.0		Engagement	Started working so she is busy, but will like to start CICA.
45224.0		Engagement	Student had some personal issues to take care of last week and couldn't attend class
45224.0		Engagement	Student got sick last week
45225.0		Attendance	I moved from Sacramento. I will take online classes.
45225.0		Engagement	Student is still waiting on Child Action to place her children in daycare to attend classes
45225.0		Engagement	Student moved to a new address and can not walk to school. He also is in the process of getting his driver's licence once he does he will drive to school
45225.0		Attendance	I am taking allergy medications I need to take rest.
45225.0		Engagement	Updated student's personal phone number in Demographics
45225.0		Attendance	Student did not pick up his phone LVM.
45225.0		Attendance	I was busy. I will attend the class tomorrow.
45225.0		Engagement	Student's child was sick last week,student was unable to attend class last week
45225.0		Attendance	She will attend the class next. She was busy this week. (her husband said)
45225.0		Engagement	Student does not want to attend class anymore
45225.0		Engagement	Student works far away from Sacramento and cannot make it to class
45225.0		Engagement	Student was in the hospital last week and could not attend class last week
45225.0		Engagement	Student was sick last week and could not attend class
45225.0		Attendance	The phone number is wrong.
45225.0		Engagement	Student was moving into a new house last week and could not not attend class
45225.0		Attendance	Student did not pick up her phone LVM.
45225.0		Attendance	Student did not pick up her phone LVM with call back INFO.
45225.0		Attendance	Informed student about her class, time and location.
45225.0		Attendance	Student did not pick up her LVM with call back INFO.
45225.0		Attendance	Student did accept calls.
45225.0		Attendance	She had appointment and could not attend the class. She will attend the class tomorrow. (her husband said)
45225.0		Engagement	Student could not attend class last week because of a busy work schedule

45225.0	[redacted]	Attendance	Informed student about her class, time and location.
45225.0	[redacted]	Attendance	I moved from the Sacramento and will not attend the class anymore.
45225.0	[redacted]	Engagement	Student was sick last week and were unable to attend class
45225.0	[redacted]	Attendance	Student is attending Elk-grove location. Asked SOR to remove her from Iqbal's roster.
45225.0	[redacted]	Attendance	One of my best friend passed away and could not attend the class till Monday.
45225.0	[redacted]	Engagement	Student's phone seems to be off unable to send text message
45225.0	[redacted]	Engagement	Student was sick and could not attend class last week
45225.0	[redacted]	Engagement	Student was on vacation last week and could not attend class last week
45225.0	[redacted]	Engagement	Student was on vacation last week and could not attend class last week
45226.0	[redacted]	Attendance	Student is currently is going through a rough personal matter & will return to classes when ready.
45229.0	[redacted]	Attendance	student will have surgery on November 15. Will return to classes when he is 100%
45230.0	[redacted]	Engagement	Student could not attend school last week because of a busy work schedule
45230.0	[redacted]	Engagement	Student could not attend school last week because of a busy work schedule
45230.0	[redacted]	Engagement	Student could not attend school last week because of a busy work schedule
45230.0	[redacted]	Engagement	There are people fixing her house, So she won't be able to come to class until Monday.
45230.0	[redacted]	Attendance	I informed the student per her request about her current attendance. She noticed that she was present in the class (she signed using Brain and teacher's list) but she was marked Absent. I suggested she inform the teacher to update the record.
45230.0	[redacted]	Engagement	She is feeling sick, and is pregnant so she can't take any medicine (he doctor says) maybe 11/1/23 she will be able to make it back to class.
45230.0	[redacted]	Engagement	Student dealing with some personal issues
45231.0	[redacted]	re-engagement	He does not have a transportation means. it is a little difficult for him to attend the class. He might attend the evening class.
45231.0	[redacted]	re-engagement	The student was contacted. she said that her son was sick for a while. she will come to class next week.
45231.0	[redacted]	re-engagement	Student said that she was out of state for a while. she promised to rejoin the class tommorow.
45231.0	[redacted]	re-engagement	she will come soon.
45231.0	[redacted]	re-engagement	she had surgery and will come in a month
45231.0	[redacted]	re-engagement	His work shift has changed right now he can not join the class.
45232.0	[redacted]	Engagement	She has been going to school. But her phone does not work so she can't check in.
45232.0	[redacted]	Engagement	Can't attend school due to medical and personal reasons.
45232.0	[redacted]	Engagement	He has to take care of his child when his wife goes to work, and that has caused him to not be able to attend class
45232.0	[redacted]	Engagement	She was told to wait for someone to give her classes. And no one has reached out to her.
45232.0	[redacted]	Engagement	She has work.
45232.0	[redacted]	Engagement	Called and Got no answer.
45232.0	[redacted]	Engagement	Her phone isn't working and sometimes she forgets to sign in.
45232.0	[redacted]	Engagement	Working.
45232.0	[redacted]	Engagement	She doesn't have a ride to school.
45232.0	[redacted]	Engagement	Got someone to pick up but no one talked on the phone.
45232.0	[redacted]	Engagement	Hes in Texas.
45232.0	[redacted]	Engagement	I got no answer from both her and her emergency contact.
45232.0	[redacted]	Engagement	Working.
45232.0	[redacted]	Engagement	She is in Mexico.
45232.0	[redacted]	Engagement	Shes staying home taking care of her childeren.

	[redacted]		Introduced myself. She's in the Grand location this week. So she is still attending but just not in marysville for the moment. (shes finishing a
45232.0		Engagement	program over there)
45232.0		Engagement	She has been working.
45232.0		Engagement	The days she misses are usually because she has doctor appointments or work.
45232.0		Engagement	Called. Got no answer.
45233.0		Attendance	I was sick and could not attend the class. I will come on Monday.
45233.0		Attendance	She tested positive Covid. She will attend the class on Monday.
45233.0		Attendance	I travelled and could not attend the class I will come to the class on Monday.
45233.0		Attendance	She has travelled to Afghanistan and will not attend the class for the next two months.
45233.0		Attendance	I can not attend the class for 40 days. I have something to do.
45233.0		Attendance	Student asked to transfer her to morning classes. Sent email to SOR.
45233.0		Attendance	I just start a new job and I am busy. I try to attend the class on Monday.
45233.0		Attendance	I am waiting for my kid's child care. I will attend the class when my kid's child care approve it.
45233.0		Attendance	Student said, I have transportation problem and can not attend the class till next month.
45233.0		Attendance	I am toothache and not feel well.
45233.0		Attendance	Student did not pick up her phone. LVM with call back INFO.
45233.0		Attendance	I can not attend the class till 11/15/2023. I will attend the class after the mentioned date.
45233.0		Attendance	Student did not pick up her phone LVM with call back INFO.
45233.0		Attendance	Student needed proof of attendance
45233.0		Attendance	Student did not pick up his phone. LVM with call back INFO.
45236.0		Re-Engagement	No answer
45236.0		Re-Engagement	Student was contacted and will be in class in a few days.
45236.0		Re-Engagement	The student was sick and will be in class in a few days
45236.0		Re-Engagement	Student will come to class this week.
45236.0		Re-Engagement	The student moved to North Highlands and will attend school closer to the location.
45236.0		Attendance	Per student will be absent 11/7/2023 due to medical appointment.
45236.0		Re-Engagement	No answer
45236.0		Attendance	Per student will be absent 11/7/23 due to appointment.
45236.0		Re-Engagement	He wasn't feeling well, so he didn't come to school for a while. Now he can come to school again. An email is sent to SOR team.
45236.0		Re-Engagement	The student was sick and will be back tomorrow.
45236.0		Re-Engagement	No answer
45236.0		Re-Engagement	The student was busy and will come to school next week.
45236.0		Re-Engagement	Will come to class next week
45236.0		Re-Engagement	The student was sick and will be back tomorrow.
45236.0		Re-Engagement	No answer
45237.0		Engagement	She won't be able to come to class for 3 weeks, from what I heard about her emergency contact.
45237.0		Engagement	She doesn't have a ride to school. But when she can, she goes in the afternoon like twice a week.
45237.0		Attendance	Student said, I can not attend the class because I started to work and don't want to continue the lessons.

45237.0	[redacted]	Engagement	Neither the emergency contact nor he answered the call.
45237.0	[redacted]	Engagement	He's working all day, so he can't make it most days.
45237.0	[redacted]	Engagement	He's working a lot/ out of the city.
45237.0	[redacted]	Engagement	I got no answer when I called.
45237.0	[redacted]	Engagement	No answer.
45237.0	[redacted]	Engagement	She hurt her foot and she also had a miscarriage which has taken a mental toll on her.
45237.0	[redacted]	Engagement	She's taking care of her kids and still doesn't have a ride to school.
45237.0	[redacted]	Engagement	He's working far from Yuba City, He's located in San Francisco right now. But he is willing to do CICA.
45237.0	[redacted]	Engagement	He's still in Texas.
45237.0	[redacted]	Engagement	He is not sure when he will be able to come back to class.
45237.0	[redacted]	Engagement	Working so can't come to class.
45237.0	[redacted]	Attendance	Student didn't answer, LVM.
45237.0	[redacted]	Attendance	Student said, I had some appointments and could not attend the class. I will attend the class in next days.
45237.0	[redacted]	Engagement	No one answered.
45237.0	[redacted]	Attendance	Student informed about his class, time and location.
45237.0	[redacted]	Attendance	Student informed about his class, time and location.
45237.0	[redacted]	Engagement	No one answered.
45237.0	[redacted]	Re-Engagement	The student was contacted. As he got a job, he is thinking about transferring to CICA.
45237.0	[redacted]	Engagement	She takes care of her grandkids a lot of times. And her daughter most times come late at night so it's been difficult for her.
45237.0	[redacted]	Engagement	Called and got no answer, but I made sure to leave a voicemail.
45237.0	[redacted]	Engagement	Called, got no answer. Left a voicemail.
45237.0	[redacted]	Engagement	She going through menopause.
45237.0	[redacted]	Engagement	Called. No answer. Voicemail has not been set up.
45237.0	[redacted]	Attendance	The student can't attend in-person DLBC classes. She wants to transfer her to online DLBC class.
45238.0	[redacted]	Re-Engagement	A text message is sent to him.
45238.0	[redacted]	Re-Engagement	His family came from Afghanistan and he was busy helping them, so he couldn't come to school for a while. Now he wants to come back, but he has changed his house and will attend Hurley's classes.
45238.0	[redacted]	Engagement	Is still struggling with medical issues.
45238.0	[redacted]	Engagement	She will be able to attend only some certain days of the week.
45238.0	[redacted]	Engagement	She started working so that has been keeping her from being able to go to class.
45238.0	[redacted]	Engagement	Called, he didn't answer. I also couldn't leave a voicemail because he hasn't set one up yet.
45238.0	[redacted]	Engagement	He works late nights and afternoons so his job keeps him busy.
45238.0	[redacted]	Engagement	Her dad came from Mexico, Super weak so she is taking care of him in the hospital.
45238.0	[redacted]	Engagement	Her job has been keeping her busy.
45238.0	[redacted]	Engagement	She's sick at the moment. Won't be able to attend class soon.
45238.0	[redacted]	Engagement	She's been coming to the school in Yuba City, and although she has missed some days, she makes sure to attend sometimes.
45238.0	[redacted]	Engagement	Work has been keeping her busy.
45238.0	[redacted]	Engagement	His mom has been sick so he won't be able to go since he has been taking care of her.
45238.0	[redacted]	Engagement	He's been working a lot lately.
45238.0	[redacted]	Engagement	I wasn't able to get in touch with her but I left a voicemail.
45238.0	[redacted]	Engagement	His job has been stopping him from coming to class, but when he can he will try to comeback.
45238.0	[redacted]	Engagement	I called but got no answer. Left a voicemail.
45238.0	[redacted]	Engagement	She will be in Mexico for quite some time. That being said, she won't be able to attend class anytime soon.
45238.0	[redacted]	Engagement	He didn't answer my call
45238.0	[redacted]	Engagement	She stays home to take care of her children so she can't assist most days of the week.
45238.0	[redacted]	Engagement	She was finishing her program in the Grand location.

45238.0	[redacted]	Engagement	Sadly got no answer.
45238.0	[redacted]	Engagement	Called but got no answer.
45238.0	[redacted]	Engagement	His father-in-law came from Mexico and he's really sick so they are taking care of him.
45238.0	[redacted]	Engagement	She's working from 8 am to 1 pm. Sometimes her hours change so it's hard for her to go to class.
45238.0	[redacted]	Engagement	Called and sadly got no answer.
45239.0	[redacted]	Engagement	Student had doctor appointments last week
45239.0	[redacted]	Engagement	Student was sick last week
45239.0	[redacted]	Engagement	She has had a lot of appointments recently which have kept her busy from coming to class.
45239.0	[redacted]	Engagement	Student could not attend class last week because of a busy work schedule
45239.0	[redacted]	Engagement	Student was not able to attend school because of a busy work schedule
45239.0	[redacted]	Engagement	She's going to therapy, she's hurt from her back.
45239.0	[redacted]	Engagement	Student was sick last week
45239.0	[redacted]	Engagement	She needs to attend her doctors appointments.
45239.0	[redacted]	Engagement	He has been in San Diego for a while taking care of his mother, he is not sure when he will be able to come back to Yuba.
45243.0	[redacted]	Engagement	She can't attend class for a couple of weeks.
45243.0	[redacted]	Re-Engagement	A text message is sent to him.
45243.0	[redacted]	Re-Engagement	A text message is sent.
45243.0	[redacted]	Re-Engagement	She will come back to class as of tomorrow.
45243.0	[redacted]	Engagement	She can't get a ride to school.
45243.0	[redacted]	Re-Engagement	A text is sent with information.
45243.0	[redacted]	Re-Engagement	A text is sent with information about CICA.
45243.0	[redacted]	Engagement	I wasn't able to get an answer. But I left a voicemail.
45243.0	[redacted]	Engagement	He's busy working.
45243.0	[redacted]	Re-Engagement	She has been in hospital for a while. She will come back to class soon.
45243.0	[redacted]	Engagement	Due to how far his job is, it's hard for him to go to class.
45243.0	[redacted]	Engagement	She has to take care of her kids while her husband is at work.
45243.0	[redacted]	Engagement	Wasn't able to get somebody to pick up the call.
45243.0	[redacted]	Engagement	Called and got no answer, I left a voicemail.
45243.0	[redacted]	Engagement	He stayed working overtime at his job, so couldn't make it to class.
45243.0	[redacted]	Engagement	Left a voicemail with emergency contact.
45243.0	[redacted]	Engagement	Called both numbers and got no answer.
45243.0	[redacted]	Engagement	She has to take care of her kids while her husband works.
45243.0	[redacted]	Engagement	She has to stay home taking care of her children while her husband works late.
45243.0	[redacted]	Engagement	Student couldn't attend because of a busy work schedule
45243.0	[redacted]	Re-Engagement	He will come to school as of Wednesday.
45243.0	[redacted]	Engagement	Student was sick last week
45243.0	[redacted]	Engagement	Student was sick last week
45243.0	[redacted]	Engagement	His emergency contact answered and told me that they switched him from the location where he was working to another place. For that reason, he can't attend class.
45243.0	[redacted]	Engagement	He's working a lot. And he's supposed to be doing CICA.
45243.0	[redacted]	Engagement	Didn't get an answer for both numbers.
45243.0	[redacted]	Engagement	She called back and she let me know that her child was sick so thats why she couldn't make it.
45243.0	[redacted]	Engagement	Wasn't able to get an answer.
45243.0	[redacted]	Engagement	Wasn't able to get an answer.
45243.0	[redacted]	Engagement	She's been having to go to her children's teacher meetings.
45243.0	[redacted]	Engagement	She was sick so couldn't attend last week.

45243.0	[redacted]	Engagement	His wife is working nights so he has to take care of their baby.
45244.0		Attendance	I answered student's question regarding attendance and report to the DHA
45244.0		Attendance	I provided the student with information regarding reporting attendance to the DHA. I noticed the student's case number wasn't added to PowerSchool and informed her that she needs to provide it and also obtain proof of attendance to avoid issues with the DHA.
45244.0		Attendance	I answered the student's question regarding the updated DHA form. I also provided her with information regarding the SacWaitList and 8 program.
45244.0		Attendance	I answered the student's question regarding the proof of enrollment for the entire year.
45244.0		Attendance	Called to check in with student about attendance.
45245.0		Re-Engagement	Student asked for the form for child action. Call the student today to let him know, that he need to sign the form first and then SOR team will fill it out for him.
45245.0		Engagement	Student had a busy work schedule last week
45245.0		Re-Engagement	A text message is sent to her.
45245.0		Re-Engagement	She is not able to come to class and is not interested in online classes.
45245.0		Re-Engagement	A text message is sent to the student.
45245.0		Re-Engagement	She won't have any transportation vehicles until the end of Dec.
45245.0		Engagement	Student was sick
45245.0		Engagement	Student was out of town last week
45245.0		Re-Engagement	I called him yesterday, he didn't answer, so I sent him a text message. Today, I sent a text message to the emergency contact.
45246.0		Absences	Student has been working long hours, will attend class whenever possible
45247.0		Attendance	I answered the student's question regarding attendance. I also added the DHA case number to the PS.
45257.0		Re-engagement	Student is going to come tomorrow. He explained that he wasn't coming as his phone was blocked and he was waiting for it to be unblocked. I explained the process of unblocking.
45257.0		Attendance	I explained to the student the process of reporting the attendance to the DHA
45257.0		Attendance	Called to notify she can't make it to class, due to child being sick
45258.0		Attendance	Student said, I will attend the class today.
45258.0		Engagement	She has many appointments to attend.
45258.0		Attendance	I answered the student's question regarding reporting attendance to the DHA.
45258.0		Engagement	She's working.
45258.0		Engagement	She didn't answer, and I couldn't leave a voicemail because she hasn't set one up yet.
45258.0		Attendance	Student did not answer, LVM.
45258.0		Attendance	Student is pregnant and can not attend the class, but she will let Highlands about her final decision.
45258.0		Attendance	Student said, I have transportation problem and can not attend the class.
45258.0		Attendance	Student said, I have transportation problem and can not attend the class.
45258.0		Engagement	She will not be able to attend this week, but most likely will be here next week.
45258.0		Engagement	She has doctor appointments she has to attend.
45258.0		Attendance	I answered student question regarding reporting attendance to the DHA
45258.0		Engagement	Shes out sick this week.
45259.0		Attendance	Student would like to continue school but she has not been attending due to transportation issues.

45259.0	[redacted]	Engagement	I was told it is hard for her to go on certain days. But when she can, she will try her best to attend.
45259.0	[redacted]	Engagement	His job has been keeping him occupied.
45259.0	[redacted]	Engagement	I called but didn't get an answer, so I left a voicemail.
45259.0	[redacted]	Engagement	She will try to attend class, but her job keeps her busy.
45259.0	[redacted]	Engagement	He will try to attend but for the moment he won't be able to attend because he is working.
45259.0	[redacted]	Engagement	I wasn't able to get an answer from both contacts, but I left a voicemail.
45259.0	[redacted]	Attendance	Student works late hours, she will attend classes whenever she gets off work early.
45259.0	[redacted]	Attendance	student will miss school because she will have surgery.
45259.0	[redacted]	Attendance	Student has not been feeling well emotionally lately. She will return to classes as soon as she feels better.
45259.0	[redacted]	Attendance	Student is working outside the area and is unable to attend school at the moment, he will try to attend whenever he's back.
45259.0	[redacted]	Engagement	She is going to therapy because she is dealing with depression due to her recent divorce. She also has some heart problems that have led to her going to appointments to have that checked with a cardiologist.
45259.0	[redacted]	Attendance	Student will be absent due to a death in the family.
45260.0	[redacted]	Engagement	She'll try her best to make it to class, although it is uncertain if she will be able to come.
45260.0	[redacted]	Attendence	It was hard to get a hold of him, but I left a voicemail.
45260.0	[redacted]	Attendence	He can't make it to class because he's taking care of his children while his wife goes to work.
45260.0	[redacted]	Attendance	His job is far away, which makes it hard for him to show up to class.
45260.0	[redacted]	Attendance	She looks after her children while her husband works which makes it hard for her to attend class.
45260.0	[redacted]	Attendance	There must be an issue with his phone or phone number because I haven't been able to reach him, and I can't leave a voicemail.
45260.0	[redacted]	Attendance	Left a voicemail. If he gets back to me I will give an update.
45260.0	[redacted]	Attendance	She's going through a tough time at the moment, which has left her with some mental issues and has made it difficult for her to attend class.
45260.0	[redacted]	Attendance	It's hard for her to attend class because she has to take care of her kids while her husband works.
45260.0	[redacted]	Attendance	He's sick right now and doesn't want to get other people sick.
45260.0	[redacted]	Attendence	He has been in SF and is not sure when he'll be back in town to be able to attend class.
45260.0	[redacted]	Attendance	I answered the student's question about when and where she can receive proof of attendance. I also informed her that we have her case number and her attendance is being sent to the DHA automatically.
45260.0	[redacted]	Engagement	He thought we were still on break. He will try to make it to class today, if not next week.
45261.0	[redacted]	Attendance	The student told the teacher that she was going to Mexico. She plans to return to school in January.
45261.0	[redacted]	Attendance	The student will be back to the school on Monday, December 4th
45261.0	[redacted]	Re-Engagement	The student will be back to the school on Monday, December 4th
45261.0	[redacted]	Attendance	The student plans to return to school only next year.
45261.0	[redacted]	Attendance	The student informed the teacher that she was going to Afghanistan for one month.
45261.0	[redacted]	Re engagement	I called the student's regarding her absences,and left voicemail.
45261.0	[redacted]	Re-Engagement	The student's phone number is incorrect on file.
45264.0	[redacted]	Attendance	Student will attend the the class till he gets phone call from CICA.
45264.0	[redacted]	Attendance	Student will attend the the class till she gets phone call from CICA.
45264.0	[redacted]	Attendance	The student is sick.
45264.0	[redacted]	Attendance	The student did not answer the call.
45264.0	[redacted]	Attendance	The student will return to school on Monday, December 11th.
45264.0	[redacted]	Attendance	The student plans to return to school on Monday, December 11th.

45264.0	[redacted]	Attendance	The student wants to attend school, but he doesn't have enough time now because of work.
45264.0	[redacted]	Attendance	The student plans to return to school on Tuesday, December 5th
45264.0	[redacted]	Attendance	The student plans to return to school on Monday, December 4th.
45264.0	[redacted]	Attendance	The student plans to attend school on Tuesday, December 5th.
45264.0	[redacted]	Attendance	Student will attend the class till she gets phone call from CICA.
45264.0	[redacted]	Attendance	Her number is not reachable.
45264.0	[redacted]	Attendance	Student can not attend the evening class. Request sent to enrollment Dep to transfer him to the morning class.
45264.0	[redacted]	Attendance	Student can not attend the evening class. Request sent to enrollment Dep to transfer him to the morning class.
45265.0	[redacted]	Engagement	Student was sick last week
45265.0	[redacted]	Re-Engagement	Attempt 2. Called the student to complete the registration. Call can't be completed as dial. Left TM.
45265.0	[redacted]	Attendance	I answered students' questions regarding reporting attendance.
45265.0	[redacted]	Attendance	Student was absent 11/29 due to child doctor appointment. 11/30- 12/4 due to moving.
45265.0	[redacted]	Engagement	Student could not attend school because of work
45265.0	[redacted]	Re-engagement	Called student regarding CTE concerns. No answer, LVM. Will reach out to her emergency contact to assist.
45265.0	[redacted]	Absence	The student has been absent since 10/7. She is out of the country and her family members don't know when she is going to come back.
45265.0	[redacted]	Engagement	Student could not attend because of work
45265.0	[redacted]	Attendance	Per student will be absent 12/7 and 12/14 due to medical appointments.
45265.0	[redacted]	Engagement	Student had issues with his teeth
45265.0	[redacted]	Absence	Called the student to check for the reason for the long absence and she was sick. She is going to come back to school on 12/12.
45265.0	[redacted]	Absence	The student has been absent since 10/20. Her husband passed away but she said she is going to come back to school on 12/12.
45265.0	[redacted]	Attendance	I provided the student with information regarding reporting the attendance.
45265.0	[redacted]	Engagement	Student had a busy work schedule
45265.0	[redacted]	Attendance	Per student was absent week of 11/13 due to personal reasons.
45265.0	[redacted]	Attendance	I answered student's questions regarding reporting the attendance to the DHA
45266.0	[redacted]	Attendance	I provided the student with information on how attendance is sent to the DHA. I also checked her DHA status and it turned out we don't have her case number. I explained how we can add that information and where she can get the hard copy of the proof of enrollment.
45266.0	[redacted]	attendance	Student is working in Southern California at the moment, he will return in January for work and school.
45268.0	[redacted]	Attendance	student is letting us know she will be out of town for 2 months
45268.0	[redacted]	Attendance	student will miss 3 months of school due to upcoming surgery.
45269.0	[redacted]	Attendance	Student had a surgery recently and will be out of school for recovery time. He will be back to classes as soon as he feels better.
45271.0	[redacted]	re-engagement	Messaged student to ask when she can come to class to resume working on the WFR assignments.
45271.0	[redacted]	Attendance	I can not attend the class. I have transportation problem.
45272.0	[redacted]	re-engagement	Messaged student to offer assistance when she is able to come to the classroom, and to encourage her to keep working toward her educational goals.
45272.0	[redacted]	re-engagement	Messaged student on 12/7/23 to offer my assistance with the remaining WFR assignments.
45272.0	[redacted]	re-engagement	Messaged student to encourage her to come to class for the first time so I can assist her with getting started in the classes in which she is enrolled.
45272.0	[redacted]	Attendance	Got the email from the para that the student can't attend English classes due to transportation.
45273.0	[redacted]	Attendance	Student had some personal obligations. She wants to attend now. Please don't drop.

45273.0	[redacted]	Re-Engagement	Student re-enrollment completed.
45273.0		Engagement	Student was sent home today because she brought her kid to class.
45274.0		Attendance	Student reported she would be absent due week of 12/11 due to illness and then work changes.
45275.0		Re-Engagement	A text message is sent to her.
45275.0		Re-Engagement	A text message is sent to the student.
45275.0		Re-Engagement	She goes to work and doesn't have time to come to class. I will ask an SOR member to call her and give her information about online classes.
45275.0		Re-Engagement	He will come back to class, but now he is busy.
45275.0		Re-Engagement	He wasn't in Sacramento for a while. He is also so busy and requested to go to online classes. He will come to Hillsdale on Monday to talk with the office.
45275.0		Engagement	I left a message.
45275.0		Re-Engagement	He has moved to San Jose and is not able to come to class anymore. An email is sent to the enrollment team.
45275.0		Re-Engagement	A text message is sent to him.
45275.0		Attendance	She will be gone this month because she is flying to Mexico.
45275.0		Engagement	He is attending class in the afternoon at Marysville Cite if someone please change him from the Yuba city roster to the one in Marysville pls?
45275.0		Re-Engagement	A text message is sent to him.
45275.0		Engagement	She has COVID and won't be back until February or March.
45275.0		Engagement	She is injured and will try to come to class next week if she feels better.
45275.0		Re-Engagement	A text message is sent to him.
45275.0		Re-Engagement	He has a lot of work now and cannot come to school. An email will be sent to the enrollment team.
45275.0		Re-Engagement	He will come back to class as of Monday.
45275.0		Re-Engagement	A text message is sent to her.
45275.0		Re-Engagement	A text message is sent to the student.
45275.0		Re-Engagement	A text message is sent to him.
45279.0		Engagement	Student needs to take care of her children
45279.0		Engagement	Student has a busy work schedule
45279.0		Attendance	Student called and said, He had heart surgery and can not attend the class for now.
45280.0		Engagement	Student was having some health issues
45280.0		Engagement	Student's mom died student is mourning
45280.0		Engagement	Student is sick
45280.0		Engagement	Student is sick
45280.0		Engagement	Student works outside of California
45280.0		Engagement	Student just gave birth
45280.0		Engagement	Student was sick last year
45280.0		Engagement	Student had a busy work schedule last week
45281.0		Engagement	Student had a busy work schedule
45281.0		Engagement	Student had a busy work schedule
45281.0		Engagement	Student is 8 months pregnant and has difficulty walking
45281.0		Engagement	Student is on vacation
45281.0		Engagement	Student was busy with work
45283.0		Re-engagement	Called student, no answer. Sent text message informing student that she is at risk of being dropped. No response.

45300.0	[redacted]	Attendance	Student came back to school after absence and asking for her classes.
45300.0	[redacted]	Attendance	After conversation with student regarding CICA enrolment postpone. He told me to transfer him to in person classes.
45300.0	[redacted]	Attendance	Student prefers to wait till he gets phone call from CICA and will attend DLBC class.
45300.0	[redacted]	Attendance	He's been working, so he hasn't been able to come to class. He will try to be here this week.
45300.0	[redacted]	Attendance	I called, but her phone number is out of service.
45300.0	[redacted]	Attendance	I called her and her emergency contact, but neither one was able to answer.
45300.0	[redacted]	Attendance	She's sick at the moment. When she feels better, she will make sure to return to class.
45300.0	[redacted]	Attendance	I provided the student with information regarding her attendance in October and November orally.
45300.0	[redacted]	Attendance	Student can't attend in-person class, she prefers to wait till she gets a phone call from CICA.
45300.0	[redacted]	Attendance	She's out of state.
45300.0	[redacted]	Engagement	I called but she didn't answer.
45300.0	[redacted]	Attendance	Student did not pick up her phone, LVM with call back information.
45300.0	[redacted]	Attendance	Student did not pick up her phone, LNM with call back information.
45300.0	[redacted]	Attendance	He is attending Marysville in the afternoon.
45300.0	[redacted]	Attendance	Student can not attend in-person class. She waits till CICA call her.
45300.0	[redacted]	Attendance	Her husband said. Don't call my wife anymore to attend the class. She waits till she gets call from CICA.
45300.0	[redacted]	Attendance concern	The student cannot go to class every day due to the health issue. I sent an email to the teacher regarding her concern.
45300.0	[redacted]	Attendance	Student still has transpiration problem and can not attend the class.
45300.0	[redacted]	Attendance	Student still has transpiration problem and can not attend the class.
45300.0	[redacted]	Attendance	She has some problems that prevent her from coming to school regularly. An email is sent to an ELD navigator.
45300.0	[redacted]	Attendance	Student can not attend in-person class. She waits till she gets phone call from CICA.
45300.0	[redacted]	Attendance	Student asked to transfer her to in-person class. Sent email to enrollment team.
45300.0	[redacted]	Attendance	Student wants to move to North Highland and currently she can not attend both in-person or DLBC classes.
45300.0	[redacted]	Attendance	Student did not pick up her phone and her VM is not set up yet to leave a mail.
45301.0	[redacted]	Absence	Shailendra called 01/09 to let us know he hasn't attended due to not feeling well. Again, Today 01/10 he called to notify us he'll be returning tomorrow.
45301.0	[redacted]	Attendance	Student asked to transfer her to in-person classes. Sent email to enrollment team.
45301.0	[redacted]	Attendance	The student called and said that he won't be attending classes anymore since he got a job offer. I explained to him that he always may start PM classes or be transferred to the CICA. He declined. I emphasized that he could always return and continue his educational pathway. The student would like also to return his school phone. I informed him where he could drop off his device.
45301.0	[redacted]	Attendance	Student notified not will be able to attend classes for a while, because her sister is died.
45302.0	[redacted]	Attendance	Student texted me and said, she doesn't fell well and can not attend the class for now.
45303.0	[redacted]	Re-Engagement	A text message is sent to him.
45303.0	[redacted]	Re-Engagement	A text message is sent to him.
45307.0	[redacted]	Attendance	Student called and notified, that he has a problem with enrolling his child to the child care service and can't attend classes for right now. He will be back when he has time and availability to do it.

45307.0	[redacted]	Attendance	Student called and notified, that she has a problem with enrolling her child to the child care service and can't attend classes for right now. She will be back when she has time and availability to do it.
45307.0		Attendance	[redacted] was sick all last week, so they couldn't make it to class. They will hopefully be here tomorrow.
45307.0		Attendance	Student said, I will attend the class today.
45308.0		Attendance	Student was absent week of 1/10/2023 due to illness.
45308.0		Attendance	The student will be traveling and will not attend class from 2/8/2024-3/8/2024.
45308.0		Attendance	Week of 1/15/23 student reports she will be absent this week due to work hours.
45310.0		Re-Engagement	PC-Student will attend class next week.
45310.0		Re-Engagement	PC- Student will attend class today.
45310.0		Re-Engagement	PC- Student said that she will attend class next week.
45310.0		Re-Engagement	PC- Student will attend class next week.
45310.0		Re-Engagement	PC- Student was busy moving to new apartment. She will attend class next week.
45310.0		Re-Engagement	PC- Student was feeling sick. She will be back to school once she feels better.
45310.0		Re-Engagement	PC-Her son mentioned that the student is in India and will be back soon.
45310.0		Re-Engagement	PC- The students' son mentioned that he traveled to India and will be back soon.
45313.0		Attendance	Student moved from this area, but he will try to attend the class as much as he can.
45313.0		Attendance	Student didn't answer his phone.
45313.0		Attendance	I checked the student's attendance per his request.
45313.0		Attendance	The letter was sent to the teacher and the SOR regarding the student's concerns about her attendance.
45313.0		Attendance	The email was sent to the SOR and the student's teacher regarding the attendance. The student says the attendance wasn't properly recorded.
45313.0		Attendance	The email was sent to the SOR and the student's teacher regarding the attendance. The student says the attendance wasn't properly recorded.
45313.0		Attendance	Student will attend the class today.
45313.0		Attendance	Student didn't answer her phone. LVM with call back information.
45313.0		Re-engagement	Ph call. Is not interested in classes and school.
45313.0		Attendance	The student said she will be absent for some time- not sure how long- due to medical reasons.
45313.0		Attendance	Student did not pick up her phone. LVM with call back information.
45313.0		Attendance	I can not attend the class till CICA start.
45313.0		Re-engagement	Ph call student welcoming to continue studies in class. He's going to come to class tomorrow.
45313.0		Attendance	The student is concerned if everything is ok with his attendance. I shared with him the information on his current attendance.
45314.0		Re-Engagement	Called the student- busy with their newborn baby- is planning to return to class in a few weeks.
45314.0		Re-Engagement	Called the student- busy with their newborn baby- is planning to return to class in a few weeks.
45314.0		Re-engagement	I called him, to welcome him to the class but he speaks spanish and I have send him a text message.
45314.0		Re-Engagement	Called the student- busy with their job-will be attending.
45314.0		Re-engagement	I have called her on 1/22/24 and give her the class schedule. She has attended the class today 1/23/24.
45314.0		Re-Engagement	Called the student- did not answer- left a TM.

45314.0	[redacted]	Re-engagement	She had transportation problem when they solve the problem, She will come to the class till end of this week.
45314.0	[redacted]	Re-Engagement	Called the student- he will be attending classes.
45314.0	[redacted]	Re-Engagement	Called the student- taking care of sick family member- will be attending class.
45314.0	[redacted]	Re-Engagement	Called the student- family member death- will be returning to class.
45314.0	[redacted]	Re-Engagement	Called the student- health issues- will be returning to class .
45314.0	[redacted]	Re-engagement	She said that her car broke down, but once she fixes it, she'll come to class. Until then, though, she can take the bus.
45314.0	[redacted]	Attendance	Student called and notified that he was sick and couldn't attend classes. He will be back to the class in a couple of days..
45315.0	[redacted]	Re-engagement	He is attending the PAL Program class since every day since first day.
45315.0	[redacted]	Re-engagement	I have called the student many times but she didn't pick up my call. I left her voice message about PAL program class.
45315.0	[redacted]	Re-engagement	The student will be attending the class tomorrow. She hasn't done the Digital Literacy yet too. Also, she need to do the re-enrollment, because she is transferred out.
45315.0	[redacted]	Re-engagement	I called the student, and she is interested in PAL program. She will be attending the class tomorrow.
45315.0	[redacted]	Re-engagement	I have called the student many times but she didn't pick up my calls.
45320.0	[redacted]	Re-Engagement	I called the student, and she told me that someone told her not to attend PAL program.
45320.0	[redacted]	Re-Engagement	I called the student, and she already talked with Edgar Zamora that She has transportation issue. So, she won't be able to attend PAL program.
45320.0	[redacted]	Re-Engagement	I called the student, and he told me that someone told him not to attend PAL program.
45320.0	[redacted]	Re-Engagement	I called the student, and he told me that he had no idea, and do not know any things about PAL (Pilot) program.
45320.0	[redacted]	Re-Engagement	I have called the students many times, but she didn't pick my call. I left her voice message, but I didn't receive any call back.
45320.0	[redacted]	Re-Engagement	I called her and she is going to start attending the class Wednesday.
45321.0	[redacted]	No Class Attendance	I have called this student but got no answer. I have left this student a voicemail and to call back when possible.
45321.0	[redacted]	No Class Attendance	The phone is out of service, and I couldn't contact the student.
45321.0	[redacted]	No Class Attendance	I contacted the student about her attendance but got no answer. I have left a voicemail.
45321.0	[redacted]	Re-engagement	The student wasn`t present in the class due to his trip. Will be back starting next week.
45321.0	[redacted]	Re-engagement	The student is still sick. Will be back after a complete recovery.
45321.0	[redacted]	Re-engagement	The student prefers to stay at Howe site. Will come back to school starting next Monday.
45321.0	[redacted]	Attendance	Student tested positive Covid and can not attend the class.
45323.0	[redacted]	Re engagement	Student got a job and was sick,but will return when she feels better.
45323.0	[redacted]	Re-engagement	No answer, LVM.
45324.0	[redacted]	re-engagement	Messaged student via Brain to encourage them to attend class and offered my assistance.
45324.0	[redacted]	re-engagement	Messaged student via Brain to encourage them to attend class and offered my assistance.
45324.0	[redacted]	re-engagement	Messaged student via Brain to encourage them to attend class and offered my assistance.
45324.0	[redacted]	re-engagement	Messaged student via Brain to encourage them to attend class and offered my assistance.
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45324.0	[redacted]	re-engagement	Messaged student via Brain to encourage them to attend class and offered my assistance.
45327.0		Attendance	Student can attend classes only 2 times a week because have kids to take care of.
45327.0		Attendance	Student did not answer the phone LVM with call back information.
45327.0		Re-engagement	Spoke to student. The student said she is unable to attend class at the moment and will re-enroll when she is able to return. Emailed enrollment.
45327.0		Attendance	Still student doesn't feel well and can not attend the class.
45327.0		Re engagement	Spoke whit student's abut his attendance. He works full time and his in PM class.
45327.0		Re engagement	Called to check in with student about attendance.She had a new baby will continue to come to school next week.
45328.0		No Class Attendance	I have contacted but didn't get an answer. Left a voicemail.
45328.0		Re-Engagement	The student wants to be enrolled in a PM class so I sent an email to SOR team in this regard.
45328.0		Attendance	Student called to notify that she can't attend school right now because of family reasons.
45328.0		Attendance	Student called to notify that she can't attend school right now because of family reasons.
45328.0		No Class Attendance	I have contacted but didn't get an answer. Left a voicemail.
45329.0		Re engagement	Called student regarding her attendance.
45329.0		Attendance	Spoke to student. She is doing better and thinks she will be able to return to class sometime next week.
45329.0		Attendance	The students will not be able to attend classes on Monday and Tuesdays for the time being due to taking care of grandkids.
45330.0		Attendance	Student won't be able to assist class for a week due to emergency
45331.0		Re-engagement	Called the student, welcomed to the school. Shared the information about the class.
45331.0		Re-engagement	Called the student, welcomed to the school. Shared the information about the class.
45331.0		Re-engagement	Called the student, welcomed to the school. Shared the information about the class.
45331.0		attendance	Student has not yet attended class so I messaged her to encourage her to come next week.
45331.0		attendance	Messaged student to introduce myself and to ask when she will be coming to class for her first day.
45331.0		attendance	Student's wife has checked him in several times to class. It was explained to her that the student himself must be physically present for his own attendance.
45331.0		attendance	Messaged student to welcome to Maple 2 HS and to encourage him to attend.
45331.0		Re-engagement	Called student to re-engage. No answer, LVM.
45334.0		Attendance	Student stated that he attended in Dec in level 4 and said that was high level for him. We already moved him to level 2 but he wasn't told about that. I asked him to start going to level 2 as long as he is under level 2 roster.
45334.0		Attendance	Student called to notify that he had surgery recently and not able to come to the classes for this time. He will be back when he feel better.
45334.0		Re engagement	Contact student regarding her absence she was sick had backache.Will continue when she feels better.
45334.0		Re engagement	The following student has been contact regarding his absence.He was out of state will come to school tomorrow.
45335.0		Re-engagement	I have called the student, but didn't pick my call.
45335.0		Re-Engagement	Has been busy with work- She will come in as soon as she is available.
45335.0		re-engagement	email sent today:
45335.0		Attendance	The student said she had been absent due to car breaking down but will return to class today.

45337.0	[redacted]	Attendance	Student stopped by to check if her attendance goes to the DHA. She stated that she is not receiving transportation. All are good to go from the school side. I asked her to go and check with DHA.
45337.0	[redacted]	Attendance	While answering the student's question regarding graduation progress I found out that the student was transferred out. The student said he has attended the Folsom location in January and February. He signed in on the paper all the time. I informed the SOR and the teacher about the issue. I also email the Transcript team regarding his graduation progress.
45338.0	[redacted]	Re-Engagement	Called and messaged the student- has difficult family situation will return to class next week.
45342.0	[redacted]	Re-engagement	The student has not made any progress in the iCEV program. Called the student to re-engage, unable to leave a message.
45343.0	[redacted]	Re-engagement	Called the student, shared the information about the class.
45343.0	[redacted]	Attendance	Student did not answer his phone. LVM with call back information.
45343.0	[redacted]	Re-engagement	Called the student, no respond. Sent a message with all the information about the class.
45343.0	[redacted]	Re-Engagement	Called the student-did not answer- left a TM.
45343.0	[redacted]	Re-engagement	Student still has Transportation problems and isn't able to attend.
45343.0	[redacted]	Re-Engagement	Called the student- has been taking care of her child- will start attending class by next week
45343.0	[redacted]	Attendance	Student did not answer his phone. LVM with call back information.
45343.0	[redacted]	Re-Engagement	Called the student- has been busy taking care of her kids- will start attending classes by next week
45343.0	[redacted]	Attendance	Student did not pick up her phone. LVM with call back information.
45344.0	[redacted]	Attendance	reached out to student regarding lack of attendance and academic progress, no response
45344.0	[redacted]	Attendance	reached out to student regarding lack of attendance and academic progress, no response
45344.0	[redacted]	Attendance	reached out to student regarding lack of attendance and academic progress, no response
45344.0	[redacted]	Attendance	Student let us know she is sick and won't attend class till next week
45345.0	[redacted]	Attendance	reached out to student to check in and discuss progress, no response, sent text
45345.0	[redacted]	Attendance	reached out to student about lack of progress and attendance, and possibly being dropped, no response, sent text
45345.0	[redacted]	Attendance	reached out to student about lack of progress and attendance, and the possibility of being dropped, no response, sent text and called EC
45348.0	[redacted]	Attendance	I answered the student's question regarding providing the DHA with her attendance.
45348.0	[redacted]	Attendance	The student said he didn't see himself on the signing sheet. It turned out he's in the PM classes. I suggested transferring him to morning classes and informed the SOR about his request. Shortly he came to say he changed his mind and would like to have the old schedule. The information about that was sent to the onboarding team.
45350.0	[redacted]	Attendance	Student reports absent today due to work reasons.
45350.0	[redacted]	Attendance	Student tested positive Covid and can't attend the class.
45350.0	[redacted]	Re-Engagement/Attendance	Called student 2/28/24. Per student has not been able to return due to caring for an ill family member but plans to return to classes when they are better.
45350.0	[redacted]	Re-Engagement/Attendance	The student had been absent due increased work but plans to attend more often now that she has more time. She might need to transfer to PM or online in the future but will update us when she knows.
45352.0	[redacted]	Re-engagement	Promoted based on exit exam, CASAS scores and teacher recommendation. 10 credits awarded for completing level 1.
45352.0	[redacted]	Re-engagement	Promoted based on exit exam, CASAS scores and teacher recommendation. 10 credits awarded for completing level 1.
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45352.0	[redacted]	Re-engagement	Promoted based on exit exam, CASAS scores and teacher recommendation. 10 credits awarded for completing level 1.
45352.0		attendance	Student has not been attending classes for over 2 weeks. Stated she does not have time currently.
45352.0		Re-engagement	Promoted based on exit exam, CASAS scores and teacher recommendation. 10 credits awarded for completing level 1.
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45352.0		Re-engagement	Promoted based on exit exam, CASAS scores and teacher recommendation. 10 credits awarded for completing level 1.
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45352.0		Re-engagement	Promoted based on exit exam, CASAS scores and teacher recommendation. 10 credits awarded for completing level 1.
45352.0		Re-engagement	Promoted based on exit exam, CASAS scores and teacher recommendation. 10 credits awarded for completing level 1.
45352.0		Re-engagement	Promoted based on exit exam, CASAS scores and teacher recommendation. 10 credits awarded for completing level 1.
45355.0		Attendance	Per student will be absent the week of 3/4/24 due to emergency travel.
45355.0		Attendance	Per student reported she could not attend class 3/4/24 but will return tomorrow.
45355.0		Attendance	Student called to notify she won't be able to make it today
45356.0		Re-engagement	I called the student to invite her to attend evening classes at Edison Site.
45356.0		Attendance	Student called to notify that she may have problems with attendance because of changes in her work schedule.
45356.0		Attendance	Sent the proof of attendance request
45356.0		Attendance	Answered the questions about check-in and attendance
45357.0		Attendance	Student will be out of the country for a few weeks, had family emergency
45357.0		Engagement	Student could not attend class due to work. Attends class when work permits.
45357.0		Engagement	Student was sick last week and could not attend school
45357.0		Engagement	Student requested to be transferred to CICA because of childcare struggle. I emailed transfers
45357.0		Engagement	Student could not attend school because of work schedule.
45357.0		Engagement	Student was practicing and taking his driving test last week he also had a busy work schedule
45357.0		Engagement	Student w3as sick last week and did not attend school
45358.0		Engagement	Student had a toothache last week.
45358.0		Student engage	I called a student to attend class, but she moved to a different site. Nooria is her teacher.
45358.0		Student engage	I texted him to come to class, but she has not responded yet.
45358.0		Student engage	I texted her to come to class, but she has not responded yet.
45358.0		Student engage	I texted her to come to class, but she has not responded yet.

45358.0	[redacted]	Student engage	I contacted the student, who works in the morning, and offered him to come in the afternoon. He said okay.
45358.0		Engagement	Student was taking care of their mother last week and could not attend school.
45358.0		Student engage	I called the student, and he works in the morning; I invited him to come in the afternoon. He said he would come tomorrow.
45358.0		Engagement	Student could not attend school last week because of some personal issues will attend this week
45358.0		Engagement	Student had the flu last week and could not attend class
45358.0		Engagement	Student had the flu last week planning to come back to school tomorrow
45358.0		Engagement	Student was out of town last week and could not attend school
45359.0		Attendance	Student called to let us know he won't be able to make it in today.
45359.0		Re-Engagement	PC- the student about their attendance and the student are planning to attend class starting next week.
45362.0		Re-Engagement	PC- not answered, TM- left.
45362.0		Re-Engagement	PC_ not answered, TM_ left.
45362.0		Re-Engagement	PC_ not answered, TM_left.
45362.0		Re-Engagement	PC_ student got a job and will attend morning class soon.
45362.0		Re-Engagement	PC_ student had dental surgery and will attend class soon.
45362.0		Re-Engagement	PC_ did not answer, and TM left.
45362.0		Re-Engagement	PC_ student got a job and would attend class soon.
45362.0		Re-Engagement	PC_ did not answer, TM_ left.
45362.0		Re-Engagement	PC_ did not answer, TM_ left.
45362.0		Engagement	Student just had surgery and is recovering
45362.0		Re-Engagement	PC_ did not answer, TM_ left.
45362.0		Re-Engagement	PC_ did not answer, TM_ left.
45362.0		Re-Engagement	PC_ did not answer, TM_ left.
45362.0		Re-Engagement	PC_ did not answer, TM_ left.
45362.0		Attendance	The student emailed asking to add her to the calculation of the attendance. I suggested she may need to add her DHA case number to the PS and explained how to do that.
45362.0		Engagement	Student has been working very late hours and was not able to make it to school last week
45362.0		Engagement	Student was in the hospital
45362.0		Engagement	Student is in the hospital
45363.0		Re-engagement	Student contacted and updated with the address.
45364.0		Re-Engagement	Student was contacted regarding his absence and will be attending class once his car is fixed.
45364.0		Re-Engagement	The Student did not pick up the phone, left voicemail.
45365.0		Attendance	Student called to ask about attendance. He stated that he has been attending since February, however, no attendance was sent to DHA. Correction was made by [redacted].
45365.0		Attendance	She has been working. She still attends class occasionally when it is possible for her.
45365.0		Attendance	His car is getting fixed; in the meantime, he won't be coming to class.
45365.0		Attendance	Her husband got surgery done, so she is staying home to take care of him. She will be gone the whole month of March and returning in April.

45365.0	[redacted]	Attendance	They got a new job, so they will miss some days of class.
45365.0	[redacted]	Attendance	The student would like to pause her education journey because of health-related issues. I explained to her that she could come back once she felt well, and all her progress would be saved. I also informed her that her GPF may be locked when she's transferred out.
45365.0	[redacted]	Attendance	She is sick and won't be able to come to class.
45365.0	[redacted]	Attendance	The student did not answer my call. I left her a message.
45365.0	[redacted]	Attendance	The student called to inform us that she's not attending classes because of a health issue. She'll come to school once she's okay. I informed her how she can re-enroll in case she's transferred out.
45365.0	[redacted]	Attendance	She's been working but is attending an afternoon pilot class.
45365.0	[redacted]	Attendance	I called her and left a message.
45365.0	[redacted]	Attendance	He got a job and won't be able to attend class for a while.
45365.0	[redacted]	Attendance	She has been working mornings, but she will try to attend in the afternoon from 6 to 8 p.m. in PILOT.
45365.0	[redacted]	Attendance	She has changed her phone number. I called and someone else answered the call.
45365.0	[redacted]	Attendance	She did not answer the call. I left her a message.
45369.0	[redacted]	Attendance	Asked for proof of attendance for DHA.
45369.0	[redacted]	Student Engagement	A request has been submitted to the student engagement department.
45370.0	[redacted]	Attendance	The student is going on maternity leave. She will give us a call when she will be ready to come back to school.
45370.0	[redacted]	Attendance	Due to busy schedule, student has been absent for a month. They will come back to school next week.
45370.0	[redacted]	Attendance	The student called to say that he received the message that he'd been transferred out soon. I advised him to come to school as soon as possible to keep his spot. During the conversation, we discovered that the student was signing on the attendance sheet in the classroom and sometimes used the Brain app to record his attendance, but that information is not reflected on the PS. I emailed the teacher to reconcile the records.
45371.0	[redacted]	Attendance	This student should be attending the Pilot Program, I will refer this case to:
45371.0	[redacted]	Re-engagement	I sent a message inviting her back to class. She said she is unable to attend.
45371.0	[redacted]	Attendance	Called student, voice mail is not set up. Called emergency contact, left a message about returning to class. Followed up with a text message to both the student and emergency contact to please respond if Martha is going to return to class
45371.0	[redacted]	re-engagement	He said he is busy working and cannot return to school.
45371.0	[redacted]	Student engage	I contacted her today, and left a voice message.
45371.0	[redacted]	Student engage	I contacted him today and left a voice message.
45371.0	[redacted]	Student engage	I called her today.
45372.0	[redacted]	Attendance	The student will be attending class once the diversion is no longer placed on Hillsdale.
45372.0	[redacted]	Attendance	The student reported she will not be able to attend 3/25/24 due to appointment.
45372.0	[redacted]	Re-Engagement	No answer
45372.0	[redacted]	Attendance	The student reported she would not be able to attend class 3/21 and 3/22/2024.
45376.0	[redacted]	Absent for 3 months	The student will be attending the funeral of her family member in Afghanistan.

[redacted]			
		Student Absence- First Follow Up	Student was absent on 03/21/24 and 03/22/24. That same day, 03/22/24, I called student to ask if they were going to attend class. I respectfully Informed student that they were not adhering to the action plan established earlier, and that they would not have enough time to finish before CTE course on April 2 if she did not attend class. Student got upset, got short with me, and hung up.
	45376.0	Attendance	The student is sick/ will come back to the class after she feels better.
	45378.0	Attendance	I explained to the student how her attendance will be reported to the DHA.
	45379.0	Attendance	She won't be back until next week Monday of Wednesday.
	45379.0	Attendance	She's been working on a church activity and won't be able to attend class.
	45379.0	re-engagement	Messaged student on her personal phone to encourage her to attend class and offered my assistance.
	45380.0	Engagement	Student is talking care of their uncle who is on hospice
	45384.0	Engagement	Student had a lot of doctors appointment last week
	45384.0	Engagement	Student had a lot of work last week
	45384.0	Attendance	Student unable to attend classes at this moment, because her child can't get used to the childcare and she need to take care of him.
	45384.0	Absence	Student will be out due to taking care of her son
	45385.0	Attendance	The student was provided with an attendance sheet for DHA transportation form
	45385.0	Engagement	Student has a busy work schedule
	45385.0	Attendance	The proof of attendance was requested from the SOR team.
	45385.0	Attendance	I helped the student about information about her attendance
	45386.0	absence from class	The student is on her maternity leave.
	45386.0	absence from class	The student is on her maternity leave.
	45386.0	Re-engagement	The student is moving. Will be back to school after.
	45386.0	absence from class	The student is outside of the country.
	45386.0	absence from class	The student is outside the country.
	45387.0	Engagement	Student was working late last week
	45387.0	Engagement	Student was sick last week
	45387.0	Engagement	Students wife gave birth last week student is busy taking care of his wife and newborn
	45387.0	Engagement	Student had surgery
	45390.0	Engagement	Student didn't come last week because they did not know their class info provided them with the teachers name and class time.
	45390.0	Engagement	Student was very busy last week
	45390.0	Engagement	Student is still recovering from surgery
	45390.0	Engagement	Student was sick last week
	45391.0	Engagement	Student was working in San Francisco last week
	45391.0	Engagement	Student was sick last week
	45391.0	Engagement	Student currently has no transportation informed her of bus passes
	45391.0	Engagement	Student was working in another town last week
	45393.0	Engagement	Students daughter was sick
	45393.0	Engagement	Student was sick last week
	45393.0	Engagement	Student had a busy work schedule
	45404.0	Student engage	I texted her and welcomed her to come to class.
	45404.0	Re-engagement	They were busy but said will come to class soon.
	45404.0	Re-engagement	They were busy but will be back in class soon.
	45404.0	Student engage	He will be attend Folsom Blvd pm class.
	45404.0	Re-engagement	They were sick but they will be back soon
	45404.0	Attendance	The student reports she will only be able to attend class 2-3 times a week now due to work.
	45405.0	Re-Engagement	The student went to Afghanistan and will be back to class in two, or three months.

45405.0	[redacted]	Re-engagement	Students number is unreachable.
45405.0		Re-engagement	Was sick and had some family issues, will be in class soon.
45405.0		Re-engagement	Student was working and was getting adjusted, will be coming in class soon
45405.0		Re-engagement	Phone information is wrong, wasn't able to reach her to discuss her attendance.
45406.0		Re-Engagement	She will come back to school as of Friday.
45406.0		Re-Engagement	He will come back to school soon.
45406.0		absence from class	The student is out of the town.
45406.0		Re-Engagement	Her husband is out of town, and she has to take care of her kids. She will come back to school soon.
45406.0		Re-Engagement	He requested to be removed.
45406.0		Re-Engagement	She has a lot of appointments. She will come back to class on Monday.
45406.0		Re-Engagement	He will come back to class soon.
45406.0		Re-Engagement	She hasn't been feeling well. She will come back to school soon.
45406.0		Re-Engagement	He will come back to class soon.
45406.0		Re-Engagement	She will come back to class soon.
45406.0		Re-Engagement	He comes to school as much as he can.
45406.0		Re-Engagement	He will come back to class soon.
45406.0		Re-Engagement	He will come back to class tomorrow.
45406.0		Re-Engagement	Will come back to class tomorrow.
45406.0		Re-Engagement	She will come back to school on Monday.
45406.0		Re-Engagement	He will come back to class tomorrow.
45406.0		Re-Engagement	He requested to get removed from school.
45407.0		re-engagement	Messaged student to inform her that I see she completed a tutorial on Edmentum, that I reset for her. I also encouraged her to come to class so I can be of assistance.
45407.0		re-engagement	Messaged student to inform them that I saw they completed a unit test on Edmentum in US History. I encouraged him to come to class so he can continue to make progress toward graduation and so I can assist him if he needs help.
45407.0		Attendance	A student's wife called on behalf of him to request document with his academic progress for a child action. She mentioned that she previously discussed this matter with SOR and was promised to be helped. I provided her with a phone number to the main line and ask to get back to me if she needs any further support.
45407.0		Re-Engagement	The student was engaged in confrontation with the safety officer over parking space.
45408.0		Re-Engagement	no answer
45408.0		Re-Engagement	The student will come next week
45408.0		Attendance	The student will be absent next week due to travel for family emergency.

45408.0	[redacted]	Attendance	Called student. The student has been unable to attend class the past week due to medical reasons but will return when is better possibly next week.
45408.0	[redacted]	attendance	Student called to let us know she will be out of school for 2 weeks
45408.0	[redacted]	Attendance	Student's daughter wanted to attend, but she is not 22. Student was informed that his daughter can not attend classes until she turns 22.
45408.0	[redacted]	Re-Engagement	No answer.
45411.0	[redacted]	Re-Engagement	He has plans to come back soon.
45412.0	[redacted]	Attendance	the student came into the CICA main office to see if she has attendance. I confirmed that for her.
45413.0	[redacted]	Attendance	Student is out of the country until the middle of June.
45413.0	[redacted]	Attendance	Student has a newborn.
45413.0	[redacted]	Re-Engagement	Phone number not accepting calls at this time. Called to check in with student as she was previously enrolled in level 2 and now enrolled in level 0 (attended a few times).
45413.0	[redacted]	Attendance	student called to let us know she will be on vacation and won't be assisting class
45413.0	[redacted]	re-engagement	Student attended class today. We reviewed his grad progress plan.
45413.0	[redacted]	Attendance	Student has a newborn.
45413.0	[redacted]	Absent for 2 months	The student is planning to visit her family in Afghanistan and will be absent for 2 months
45415.0	[redacted]	absence from class	Student got into a car accident, she will return class soon.
45415.0	[redacted]	Attendance	student called to let us know she can't continue classes till August due to child care
45415.0	[redacted]	Absence 04/25/24-05/25/24	Student will be on a leave from April 25th to may 25th due to personal reasons.
45415.0	[redacted]	Absences	The student called and said she was taking care of her nephew and could not attend the school.
45415.0	[redacted]	Re-Engagement	Did not pick up left a TM
45415.0	[redacted]	absence from class	Student did not pick up the phone.
45415.0	[redacted]	Absent for 1 month	Due to work schedule (the student is a truck driver), he will be absent for 1 coming month
45415.0	[redacted]	Absent for 1 month	Due to getting a new job, the student might attend the classes not regularly. His primary schedule is 26 days at work and 4 days off. He can come to school during these 4 days.
45415.0	[redacted]	absence from class	wrong number.
45421.0	[redacted]	Attendance	Student will be out of the country until July.
45421.0	[redacted]	Attendance	Student will be out of the country until August.
45422.0	[redacted]	re-engagement	Messaged student to re-engage. His personal phone is not accepting messages, so I emailed him through his HCCTS student email.
45422.0	[redacted]	re-engagement/transcripts processed	Messaged student to encourage him to attend class, and to inform him that his transcripts have been processed.
45422.0	[redacted]	Attendance	Student will be out of the country for the next month.
45426.0	[redacted]	Student engage	Students work and can only attend once or twice a week.
45426.0	[redacted]	Student engage	She is sick, but after she recovers, she will return to class.
45426.0	[redacted]	Attendance	Student does not want to come to school due to personnel problem.
45426.0	[redacted]	Re engagement	I called the student's regarding her absences,and left voicemail.
45426.0	[redacted]	Re engagement	I called the student's regarding his absences.He had a car accident and the Dr told him not to drive and get rast.
45426.0	[redacted]	Student engage	She works and is unable to attend the class right now.

45426.0	[redacted]	Attendance/Absence	The student will leave for Afghanistan on May 15, 2024, and return to class within the following three months.
45427.0		re-engagement	Messaged student to ask about any barriers that are preventing him from attending class, and to encourage him to attend.
45427.0		re-engagement	Messaged student to ask about any barriers that are preventing her from attending class and to encourage her to continue working toward her hs diploma.
45427.0		re-engagement - student reply	Student replied to my message and said that she does not have transportation at this time and she wants to transfer to CICA. Messaged counselor to ask.
45427.0		re-engagement	Messaged student to ask about any barriers that exist that prevent him from being in class and to encourage him to continue to make progress toward hs diploma.
45428.0		Re-engagement	The student new has been updated in PS, and share the class info. Also share CTE fun fare flyer on his email.
45428.0		re-engagement	Student replied to my message yesterday. He informed me that due to some medical issues with a family member he has not been able to attend class. He plans to attend next week, if his family issues allow for that.
45428.0		Re-Engagement	Called 5/15/24. No answer. No voicemail option.
45428.0		re-engagement	Habiba sent me a message letting me know that she's pregnant and not feeling well. She can't attend classes right now.
45428.0		re-engagement	Student attended class today. I explained the grad plan to him and which classes he needs to complete for his HS diploma. He informed me that he is not interested in any CTE program at this time. He needs 5 credits in English C so he selected a RWR novel/wkbk. Requested counselor to place him on my Eng. C roster.
45428.0		Attendance/Absence	A travel to another state will cause the student to miss three weeks of class beginning on May 17, 2024.
45428.0		Re-engagement	The student new has been updated in PS, and share the class info. Also share CTE fun fare flyer on her email.
45429.0		Re-engagement	Contacted student on 05/15/2024, and never got a response back.
45429.0		re-engagement follow up	The new owner of the phone number: [redacted] called back to say that our student, [redacted], is not associated with this number any longer and please do not attempt to reach her on this number again.
45429.0		re-engagement	Reached out to student by calling both numbers on file ([redacted] and [redacted]). No answer at either number and not able to leave voice mail, so I also sent text messages. Informed counselor and asked about possible referral to SIT to offer student resources.
45429.0		re-engagement	Messaged student to check in with her and offer my assistance and to encourage her to come to class.
45429.0		re-engagement	Messaged student to encourage her to attend class and offered my assistance with the lessons.
45429.0		Re-engagement	contacted student on 05/15/2024, and they didn't respond.
45429.0		re-engagement	Messaged student to encourage her to continue to make progress, and to attend class so I can provide assistance if/when she needs it. Student replied that she appreciated the encouragement.
45429.0		Attendance	Student makes regular attendance and makes good progress. She is requesting a break as she navigates through these life changes. She is also seeking mental/counseling support for herself and young daughters. I completed the SIT referral form and was granted permission by student to continue to check in on her well-being to provide support where I can
45429.0		Attendance	Student can't attend class regularly due to work
45432.0		Student Engagement	Contacted student and spouse to ask how they are doing and if they plan on returning to class. Husband mentioned they are super busy and plan to return this week.
45432.0		Student Engagement	Contacted student and spouse to ask how they are doing and if they plan on returning to class. Husband mentioned they are super busy and plan to return this week.

	[redacted]	Student Engagement	Sent sms to student to ask how he was doing due to surgery. Letting him know to ask us if he needs anything.
45432.0		Attendance	The student spouse had appendix surgery, and he is not able to attend classes until she recovers.
45433.0		Update	[redacted] will be in China from May 23rd until August 6th.
45433.0		Attendance	student called to notify us that she will be out of the country
45433.0		Re engagement	Called student regarding her attendance, she was sick and will continue to attend.
45434.0		Update	Student said they will be leaving to Afghanistan for 2 months.
45434.0		Student engage	He has a full-time job and can't come to class right now.
45434.0		Attendance	Student will attend the class by today.
45434.0		Attendance	Student can't attend the class due to her personnel problem.
45434.0		Re-Engagement	Left sms
45434.0		Attendance	Reminded student about his attendance to the class.
45434.0		Re-Engagement	left sms
45434.0		Attendance	Student did not pick up his phone, LVM.
45434.0		Attendance	The number is not available and not in-service.
45434.0		Attendance	Student did not answer his phone, LVM with call back information.
45434.0		Re-Engagement	left sms
45434.0		Re-Engagement	Wrong phone number
45434.0		Re-Engagement	Left sms
45434.0		Attendance	Student did not answer, LVM with call back information.
45434.0		Attendance	Student did not answer, LVM with call back information.
45435.0		Absence	
45435.0		Student engage	I contacted her three times. Her phone number in the system belongs to her daughter, who answered the phone and informed me that she does not live with her mother and does not know her phone number. I called her using the Brain app and got no answer, so I texted her as well.
45435.0		Student engage	He is moving out of Sacramento to another location. Tomorrow is his last day at the Oak Park site. He will join near his home different location at highlands.
45436.0		Absent for 2 months	The student contacted school and said they will have to visit their family and relatives during coming 2 months and going to come back to school in the beginning of August 2024
45440.0		Absence	The student called me to let me know that she is having some health issues, which is why she hasn't attended classes for the last couple of weeks. An email was sent to her teacher.
45440.0		Attendance	Sent an email, checking on the student's status.
45441.0		Attendance	Due to her personnel problem, she can attend the class only three days in a week.
45441.0		Attendance	Student did not pick up her phone, LVM with call back information.
45441.0		Attendance	Student did not pick up his phone, LVM with call back information.
45441.0		Attendance	Student did not answer her phone, LVM with call back information.
45441.0		Attendance	Student did not answer his phone, LVM with call back information.
45441.0		Attendance	Student did not pick up his phone, LVM with call back information.
45441.0		Attendance	Student did not answer his phone, LVM with call back information.
45441.0		Attendance	Informed student about his class schedule and location.
45441.0		Attendance	Informed student about his class, time and location.
45442.0		Attendance	Student is requesting proof of attendance, submitted an onboarding referral.
45442.0		Attendance	Student is requesting proof of attendance, submitted an onboarding referral.

45442.0	[redacted]	Absent for 2 months	Starting 06/03/2024 due to new job schedule will be absent for 2 months, willing to use all digital resources to continue education at Highlands and to come back after 2 months shift.
45442.0		Attendance	Doe not accept calls at this time.
45443.0		Re engagement	A phone call has been made regarding her exit test.
45445.0		Student engage	She traveled to visit her daughter out of state and will return on July 1st.
45446.0		Attendance	Per student will be traveling and absent as of 6/4/24 for the rest of June. Student will return to class in July.
45447.0		Attendance	Per student will be absent 6/10-7/16 due to travel and will return to class after.
45447.0		re-engagement	Messaged student to encourage her to come to class so she can make progress toward graduation.
45447.0		re-engagement	Messaged student to encourage him to come to class and offered my assistance.
45447.0		re-engagement	Messaged student to encourage her to come to class and I offered my assistance.
45447.0		Absence	Student will come back to class once she feels better
45448.0		Attendance	Proof of attendance sent to student email.
45449.0		Attendance	Student is unable to attend class until he children return to school in August.
45449.0		Attendance/re-enrollment	Student has not been able to attend as much because of work. Informed student about re-enrollment for next school year.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
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45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Re-engagement	Student said they've been in a rough period recently and would try coming the following week.
45450.0		Attendance Update	Student left to Russian and will be back on the 29th of June.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45450.0		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
45453.0		Attendance	On 5/31 I reiterated the attendance requirements to student. I contacted again on 6/3, 6/7, and 6/10. No response.
45453.0		Attendance	Called student but phone is not in service
45454.0		Attendance	Student will attend the class in the morning.
45454.0		Attendance	Student did not pick up his phone. LVM with call back information.

45454.0	[redacted]	Attendance	Student is traveling to Afghanistan and able to attend the class.
45454.0	[redacted]	attendance procedures	met with the student to discuss the attendance taking procedures and rules
45454.0	[redacted]	Attendance	She is pregnant and can not attend the class for now (Her husband said)
45454.0	[redacted]	attendance procedures	Met with student to discuss attendance procedures and rules.
45455.0	[redacted]	attendance	Student notified teacher of the various day that she was unable to attend class, that she was taking care of family responsibilities and/or not feeling well.
45455.0	[redacted]	Re-engagement	Called the student. He cannot attend AM class due to his work`s schedule. The student would like to be transferred to PM class.
45455.0	[redacted]	Attendance	Student apologized for absences/lack of communication and said she was sick but will be in today
45456.0	[redacted]	Re engagement	Called student regarding poor attendance and Re- enrollment. Her phone number and emergency were out of service.
45456.0	[redacted]	Re engagement	Called student regarding Re- Enrollment and send the link to her email.
45456.0	[redacted]	Attendance	Per student is absent due to family illness.
45456.0	[redacted]	Contact/attendance	Called student. No answer. Left TM. Lately student hasn't been as consistent with school because of personal events so I suggested considering transferring to cica.
45456.0	[redacted]	Re engagement	Called student regarding re-enrollment left voicemail.
45456.0	[redacted]	Attendance	She didn't come. Student often says she will come in a certain day and then does not
45456.0	[redacted]	Student engage	She has a job and will attend class when she is not working.
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45457.0	[redacted]	Re-engagement	I called and told the student to continue going to the class until they received an invitation for orientation. Also, I shared the re-enrollment link to complete the form.
45457.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information
45460.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.

45460.0	[redacted]	Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Attendance/Absence	discussed the attendance issue with the student.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
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45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Attendance	Student called in stating that she might not be able to attend class this week, but will attempt to come in on Friday.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45460.0		Re-engagement	Sent a TM for re-enrollment. Provided the link and important information.
45461.0		Re engagement	Called student regarding poor attendance and re enrollment.not at home spoke with her husband will call me .
45461.0		Re engagement	Called student regarding her re enrollment.She had was sick and had a surgery.I send the re- enrollment link to her email.
45461.0		Re engagement	Called student regarding re- enrollment.will come to school today to get done.

45463.0	[redacted]	Re engagement	Called student regarding poor attendance and re-enrollment.Got a job will do the re-enrollment.
45463.0		Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45463.0		Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45463.0		Re-engagement	Called 6/20/24. No option to leave voicemail.
45463.0		Re-Engagement	Student has not been able to attend due to work but still plans to attend. Informed student about re-enrollment as well.
45463.0		Re-Engagement	Called student 6/20/24. No answer. Left voicemail.
45463.0		Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45463.0		Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45463.0		Re-Engagement	Called student. No answer. Left voicemail.
45463.0		Attendance	Student called back. Student has been absent due to medical reasons but plans to return to class next Monday. Informed student about re-enrollment as well.
45463.0		Re-Engagement	Spoke to student. Student wants to come to class and said she plans to return, possibly tomorrow. Informed student about re-enrollment as well.
45463.0		Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45463.0		Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45463.0		Re engagement	Called student regarding her attendance and re-enrollment.Spoke with her husband.she went to afghanistan will return back by the end of July.I sent the re-enrollment link to her Gmail.
45463.0		absence	Student will be traveling to Brazil for a month.
45463.0		Re engagement	Called student regarding poor attendance and re enrollment.d Wasn't able to
45463.0		Re-engagement/Re-enrollment	Called. No answer. Left voicemail.
45463.0		Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45463.0		Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45463.0		Re-Engagement	Per student has not been able to attend recently due to work but plans to return to class. Informed student about re-enrollment.
45463.0		Re-Engagement	Called 6/20/24. No answer. Left voicemail.
45463.0		Attendance	student will miss time, approximate return; July 8th
45464.0		Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45464.0		Re-engagement	I contacted the student in relation to her attendance, but she did not respond.
45464.0		Re-engagement	I contacted the student in relation to her attendance, but she did not respond.
45464.0		absence from class	The student will be out of the state for two weeks.
45464.0		absence from class	The student will be out of the state for two weeks.
45464.0		absence from class	The student will be out of the state for two weeks.
45464.0		Re-engagement	I contacted the student in relation to his attendance.
45464.0		Re-engagement	I contacted the student regarding her attendance. She'll come next week to get help with the brain app.
45464.0		Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.

45464.0	[redacted]	Re-engagement	I contacted the student regarding his attendance, but he did not answer.
45464.0	[redacted]	Re-engagement	I contacted the student regarding her attendance, but she did not answer.
45464.0	[redacted]	Re-engagement	I contacted the student regarding his attendance and requested that he scan and sign.
45464.0	[redacted]	Re-engagement	I contacted the student regarding his attendance, but his number is not in service.
45464.0	[redacted]	absence from class	student is visiting his homeland.
45464.0	[redacted]	absence from class	The student is out of the country.
45464.0	[redacted]	Re-engagement	I contacted the student regarding her attendance, but she did not respond.
45464.0	[redacted]	Re-engagement	I contacted the student regarding his attendance and requested that he sign and scan.
45464.0	[redacted]	Re-engagement	I contacted the student regarding her attendance and requested that she sign and scan the brain app.
45464.0	[redacted]	Re-engagement	I contacted the student regarding his attendance and requested that he sign and scan the brain app.
45464.0	[redacted]	Re-engagement	I contacted the student regarding her attendance and requested that she sign and scan the brain app.
45464.0	[redacted]	Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45464.0	[redacted]	Re-engagement	I contacted the student regarding her attendance and requested that she sign and scan.
45464.0	[redacted]	Re-engagement	I contacted the student regarding her attendance, but she did not answer.
45464.0	[redacted]	Re-engagement	I contacted the student regarding her attendance and requested that she sign and scan.
45464.0	[redacted]	Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45464.0	[redacted]	Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45464.0	[redacted]	Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45464.0	[redacted]	Re-engagement	I contacted the student regarding her attendance, but she didn't pick up the call.
45464.0	[redacted]	Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45464.0	[redacted]	Attendance	Student came in this morning highly irritable and defensive. I told her that if today isn't a good day that she take a moment and can return when it is a better time so she left.
45464.0	[redacted]	Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45464.0	[redacted]	Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45464.0	[redacted]	Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45464.0	[redacted]	Re-engagement	Informed the student about re-enrollment, sent a TM with a link and important details.
45464.0	[redacted]	Re-engagement	Called the student to inform about the re-enrollment. Was unable to reach the student.
45467.0	[redacted]	Attendance	Student came to the Marconi site to attend class. She was dropped from Marconi site and enrolled in Edison site. I provided her with the address.
45467.0	[redacted]	Attendance	Student called back and I returned the call. Per student said is enrolled in the morning and evening and has not been able to come in the AM due to work. Also informed student about re-enrollment.
45467.0	[redacted]	Attendance	Student is unable to attend for a few weeks due to a medical procedure he had on his hand.
45467.0	[redacted]	Attendance	Per student absent 6/21, 6/24 due to family illness.

45468.0	[redacted]	Re-Engagement	Student not interested in re-enrolling.
45470.0	[redacted]	Attendance	Student is not able to attend the class because she is taking care of her children.
45471.0	[redacted]	Re-engagement	At todays party student was a bit too close to me and it was a bit uncomfortable. It was noticed by teacher and was brought up to the site lead to discuss with the student.
5/8/2025	[redacted]	Absence Attendance	Student did not stay long enough in class.
5/8/2025	[redacted]	Absence Attendance	Student did not stay long enough in class.
5/9/2025	[redacted]	Absence Attendance	Student did not stay long enough.
5/9/2025	[redacted]	Absence Attendance	Student did not stay long enough.
5/14/2025	[redacted]	Absence Attendance	Student did not stay long enough in class.
5/14/2025	[redacted]	Absence Attendance	Student did not stay long enough in class.
5/16/2025	[redacted]	Absence Attendance	Student did not stay long enough.
5/21/2025	[redacted]	Absence Attendance	Student did not stay long in class.
5/21/2025	[redacted]	Absence Attendance	Student did not stay long in class.
5/21/2025	[redacted]	Absence Attendance	Student did not stay long in class.
5/21/2025	[redacted]	Absence Attendance	Student did not stay long in class.
5/22/2025	[redacted]	Absence Attendance	Student did not stay long.
5/22/2025	[redacted]	Absence Attendance	Student did not stay long.
5/29/2025	[redacted]	Absence Attendance	Student did not stay long.
5/29/2025	[redacted]	Absence Attendance	Student did not stay long.
5/29/2025	[redacted]	Absence Attendance	Student was not in class.
5/30/2025	[redacted]	Absence Attendance	Did not not stay long.
5/30/2025	[redacted]	Absence Attendance	Did not stay long.
5/30/2025	[redacted]	Absence Attendance	Signed and left. Did not stay long.
6/2/2025	[redacted]	Absence Attendance	Student did not stay long.
6/2/2025	[redacted]	Absence Attendance	Student did not stay long.
6/5/2025	[redacted]	Absence Attendance	Student did not stay long enough.
6/5/2025	[redacted]	Absence Attendance	Student did not stay long enough.
6/5/2025	[redacted]	Absence Attendance	Student did not stay long enough.
6/5/2025	[redacted]	Absence Attendance	Student did not stay long enough.
6/10/2025	[redacted]	Absence Attendance	Student did not stay long.
6/5/2025	[redacted]	Absence Attendance 6/4	Student did not stay long enough.

[redacted]			
7/22/2024		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
7/22/2024		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
7/22/2024		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
7/22/2024		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
7/22/2024		Attendance	
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7/22/2024		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
7/22/2024		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
7/22/2024		Attendance	student called to let us know she won't be attending classes till 7/24
7/22/2024		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
7/22/2024		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
7/22/2024		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
7/22/2024		Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
7/23/2024		Attendance	Student called to let us know she won't be able to make it to class this week due to her being sick
7/23/2024		Attendance	The student is pregnant and can come only twice a week due to her morning sickness.
7/29/2024		Attendance	Student did not answer her phone and her VM is not setup yet.
7/29/2024		Attendance	Student did not answer her phone LVM with call back information.
7/29/2024		Attendance	Student did not answer his phone LVM with call back information.

7/29/2024	Attendance	student called saying she won't be able to assist class due to going into labor.
7/30/2024	Attendance	I called to check if she was coming to afternoon classes, and she was! She said she came in last week, but the last few days, she could not because of work. She has been attending classes in Marysville this week, and I then told her to come to Yuba since this is the site where she is enrolled.
8/1/2024	Attendance	The student was contacted and informed that they are enrolled in L3 class and if they want to go to Bridge Level they need to take an Exit Text.
8/1/2024	Attendance	Called the student and let him know that he has to sign-in on the level 3's attendance sheet. Also, it was mentioned to him that if he is interested in leveling up, he has to schedule a time with the teacher.
8/1/2024	Attendance	Student was contacted and informed that she needs to sign in on the Level 3 attendance sheet. Also it was mentioned that if she is interested in leveling up, she needs to schedule a time with the teacher.
8/5/2024	Attendance	Contacted the student regarding attendance required on the DLBC. She said I called the main line and requested to transfer back to in-person classes.
8/5/2024	Attendance	Contacted the student regarding attendance required on the DLBC. Sent text message with class location.
8/12/2024	Attendance	Submitted proof of attendance request Via email.
8/12/2024	Attendance	I answered student's questions regarding attendance.
8/13/2024	Attendance	Talked to the student and informed him about his class, time and location.
8/13/2024	Attendance	student had concern about having to attend meetings with HS teacher being that he is enrolled in Asher, feels like his hours at Asher should cover his attendance w/ us. Explained that he still needed to meet with teacher, requested to transfer to CICA, informed them that CICA is currently on hold.
8/13/2024	Attendance	Student did not answer, LVM with call back information.
8/13/2024	Attendance	Student did not answer, LVM with call back information.
8/13/2024	Attendance	The student won't be able to attend class due to health-related issues. An email to the teacher with a notification about the absence was sent.
8/13/2024	Attendance	The student informed us that she won't be able to attend class along with her husband due to health-related issues. I informed her about the re-enrollment process. I also shared information about the Wellness Together program with the student in case she needs support. An email to the teacher with a notification about the absence was sent.
8/14/2024	attendance	The student mentioned that she doesn't have a vehicle, so her attendance will be low until the situation is resolved.
8/14/2024	Attendance	Per student said she would be absent for a week-out of town.
8/14/2024	Attendance	Per student said she would be absent for a week-out of town
8/14/2024	Attendance	Per student will be traveling and will be absent for 1-2 months starting week of 8/19/24.
8/15/2024	Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. No response.
8/15/2024	Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024	Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.

[redacted]			
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		attendance	This student has never attended my class.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Students work schedule changed which makes it hard for him to come during open hours. Working towards solutions that will work
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student involved in car accident and working on transportation
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. No response.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands. Work schedule is constantly changing though but doing the best he can.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student said Okay" and that she would come in but so far on the days she said she would be in, something else would come up. "
8/15/2024		attendance	Student was attending my class but had work injuries from previous employment. He stopped attending classes in the summer, explained in person to me that he is undergoing treatment and cannot attend, and returned the Highlands phone with all associated boxes and equipment. Note was made previously on attendance. Clare Giraro
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	She said she was not able to get a phone because on the system she doesn't have any attendance. She has come to class regularly for a month everyday and signed on the attendance sheet, but on PS there is no attendance for her. An email is sent to her teacher and the enrollment team.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands though he started a new job so working toward solutions that will work out
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. No response.
8/15/2024		Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.

8/15/2024	[redacted]	Attendance	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands.
8/15/2024	[redacted]	Attendance	Contacted student. No answer. Sent a text to reiterate attendance requirements as a cte student only and the risk of being dropped for lack of attendance. No response.
8/16/2024	[redacted]	Attendance	The student has been provided with information regarding the attendance requirements
8/16/2024	[redacted]	Attendance	The student has been provided with information regarding the attendance requirements.
8/16/2024	[redacted]	Attendance	Student said they will start coming on Monday 08/19/2024
8/20/2024	[redacted]	Attendance	Student did not pick up his phone, LVM with call back information.
8/20/2024	[redacted]	Attendance	Informed student about attendance requirement in DLBC.
8/20/2024	[redacted]	Attendance	Student said, My baby was sick and I couldn't attend the class. I will come to the class starting tomorrow.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week. Voicemail not setup.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/20/2024	[redacted]	Attendance	Reached out to student to attend class this week.
8/21/2024	[redacted]	Attendance	Student will attend the class tomorrow.
8/21/2024	[redacted]	Attendance	I will attend the class tomorrow.
8/23/2024	[redacted]	Attendance	student would like to transfer to pm at Oak Park
8/28/2024	[redacted]	Attendance	Called student to come in to take the CASAS tests.
8/28/2024	[redacted]	Attendance	Called student to inform him that we need him to take the CASAS tests

8/28/2024	[redacted]	Attendance	Reached out to student to come in to take CASAS tests.
8/28/2024	[redacted]	Attendance	Called student to inform him that we need him to take the CASAS tests
8/28/2024	[redacted]	Attendance	Called student to inform them that we need them to take the CASAS tests
8/28/2024	[redacted]	Attendance	Called student to inform him that we need him to take the CASAS tests
8/28/2024	[redacted]	Attendance	Called student to inform him that we need him to take the CASAS tests
8/28/2024	[redacted]	Attendance	Called student to inform them that we need them to take the CASAS tests
8/28/2024	[redacted]	Attendance	Called student to inform him that we need him to take the CASAS tests
8/28/2024	[redacted]	Attendance	Called student to inform him that we need them to take the CASAS tests
8/28/2024	[redacted]	Attendance	Called student to inform them that we need them to take the CASAS tests
8/29/2024	[redacted]	Attendance	Left voicemail to student to inform her that she needs to do the CASAS tests.
8/29/2024	[redacted]	Attendance	left voicemail to student to inform him that we need him to attend class to take the CASAS tests.
8/29/2024	[redacted]	Attendance	Called student to inform her that we need her in class to do the CASAS tests.
8/29/2024	[redacted]	Attendance	Spoke to student to inform her that she needs to come in to do the CASAS tests.
8/29/2024	[redacted]	Attendance	Spoke to student to inform him we need him to come in to do the CASAS tests.
8/29/2024	[redacted]	Attendance	Spoke to student to let him know we need him to come in to do the CASAS tests.
8/29/2024	[redacted]	Attendance	Spoke to student to let him know we need him to come in to do the CASAS tests.
8/29/2024	[redacted]	Attendance	Left voicemail to student to let him know we need him to come in to do the CASAS tests.
8/29/2024	[redacted]	Attendance	Spoke to student to let him know we need him to come in to do the CASAS tests.
8/29/2024	[redacted]	Attendance	Spoke to student to let her know we need him to come in to do the CASAS tests.
8/29/2024	[redacted]	Attendance	Spoke to student to let her know we need him to come in to do the CASAS tests.
8/29/2024	[redacted]	Attendance	Left voicemail to student to let him know we need him to come in to do the CASAS tests.
8/29/2024	[redacted]	Attendance	Sent text to student to inform them that we need them to attend class to take CASAS tests.
8/29/2024	[redacted]	Attendance	Sent text to student to inform them that we need them to attend class to take CASAS tests.
8/30/2024	[redacted]	Attendance	Reached out to student regarding low attendance. Due to work schedule, student cannot attend class, but, student will do their best to improve attendance.
9/4/2024	[redacted]	Attendance	student asked be transferred to OP as it is closer to her than DP
9/4/2024	[redacted]	Attendance	Student called to inform that he will be out of city for two weeks and will come back to school.
9/4/2024	[redacted]	Attendance	student has been unresponsive since completing CTE, has not met grad requirements or attendance requirements, called,student has been adjusting to life after time off from CTE, and was confused about the remaining classes needed. Teacher will follow up with her.
9/5/2024	[redacted]	Attendance	Student is interested in studying, but due to her busy schedule, she cannot come to school.
9/5/2024	[redacted]	Attendance	Student couldn't come to our meeting at Grand. She is sick and has been absent for the whole week. She will attend when she recovers and will reschedule.

		[redacted] husband informed Fatemeh today that [redacted] won't be returning to school because they believe I told her that she can't be in my class anymore. During his meeting last week, Jonathan gave her 2 options: 1. Attend a remediation class led by Nooria (Level 0.5) 2. take the L0 exit test She refused both options and won't be returning to class. We warned her
9/5/2024	Attendance	husband that [redacted] will be dropped from if she is not attending.
9/6/2024	attendance	The student called me concerned that it's hard for her to attend classes. I explained the current attendance rules and that she could be transferred to CICA if she can't attend classes in person. I also shared the Grand address for GPF return, as her husband was already dropped off.
9/6/2024	Attendance	Spoke to student about work/life situation. She will be going to Del Paso to work on Workforce Readiness and hopefully can move to online CTE when those open
9/6/2024	Attendance	Students is a seasonal worker, she will be back in the classroom in October
9/9/2024	Attendance	Student let Fatemeh know that she wants to start attending class because she can't be transferred to CICA. She stayed for 5 minutes. When she walked out, I said 'You know I can't give you attendance for you staying in class for 5 minutes, right?' She said yes and left.
9/10/2024	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Talked to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Talked to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Talked to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Student informed that she only can attend twice per week due to her new work schedule.
9/10/2024	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Talked to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Student came in 12:30pm and asked for the sign-in sheet. I told him I would let him sign after he completes today's classwork, in class. He replied he couldn't because he was working at that moment (Uber). Fatemeh explained that he can't be 'going to school' while on the job. He said he's not reporting his attendance to the county, but he would like to keep his phone. He was not happy with Fatemeh because he believes the strict policy is 'her fault'.
9/10/2024	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	Attendance	Talked to student to attend class to take the CASAS tests.

9/10/2024	[redacted]	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	[redacted]	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	[redacted]	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	[redacted]	Attendance	Student has been unable to come to class due to work schedule. She wants to remain a student. Informed student of 10 day attendance policy, encouraged her to come back to class, or switch to morning classes if it works better for her.
9/10/2024	[redacted]	Attendance	Student reached out that her Edmentum was locked. I let her know that she needs to come to class to get that unlocked and let her know about the attendance policy.
9/10/2024	[redacted]	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	[redacted]	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/10/2024	[redacted]	Attendance	Left Voicemail to student to attend class to take the CASAS tests.
9/11/2024	[redacted]	attendance	The student had questions about the GPF distribution. I explained the attendance requirements and checked student's attendance. He believes he was wrongly marked absent for multiple times. We shared this concern with the paraeducator who was present at the student center at that moment and she promised to check the attendance sheets.
9/12/2024	[redacted]	attendance	A few days off request has been submitted to enrollment.
9/12/2024	[redacted]	Attendance	Student came to the office on 09/12/2024 and asked to change her schedule to PM classes, because she is starting work and not be able to attend classes in the morning. I notified student that school transfers are on the freeze at this time and we would not be able to process her request. I asked student to reach back to us in a couple weeks to see if there are any changes. I am also notified student about 10 days absent disenrollment period.
9/12/2024	[redacted]	Attendance	Called and informed him about his attendance and the new changes.
9/13/2024	[redacted]	Attendance	Student sent T/M concerned about attendance and being unenrolled due to absences. Student has had doctor's and dentist appointments. Informed student that since she has proof of these appointments and does not have 10+ consecutive absences she will not be unenrolled.
9/16/2024	[redacted]	Attendance	I called her to discuss her attendance and to inform her about the new changes, she mentioned that she can attend her PM class two or three days a week.
9/16/2024	[redacted]	Attendance	Student was absent on September 11th,12th, and 13th due to emergency situation. The student showed doctors note as a proof.
9/17/2024	[redacted]	Attendance	Spoke to student about attendance. He wants to stay in Truck Driving so he will attend daily.He has had a lot of things he needed to do as a refuge which impacted his attendance.
9/18/2024	[redacted]	Attendance	Student is expecting to deliver her baby soon and will be on maternity leave. She will not be able to attend school during this period and is requesting time off for maternal care.
9/18/2024	[redacted]	Attendance	Called and informed him about his attendance
9/19/2024	[redacted]	Attendance	Student will not be in attendance today due to her child being ill
9/19/2024	[redacted]	Attendance	The student was worried that she didn't get attendance for the day she had CASAS testing. I checked the PS and confirmed she was marked as present.
9/19/2024	[redacted]	Attendance	Did not answer the phone, so a message was left instead regarding the attendance.

[redacted]			
9/19/2024		Attendance	Called him regarding his attendance. He mentioned that he understands he should attend his class, but since he is very busy with work he couldn't attend.
9/19/2024		Attendance	Called him regarding his attendance. He responded, I will attend my class.""
9/19/2024		Attendance	Called the Student regarding her attendance and if she could try to attend the class, She mentioned she got busy with work.
9/20/2024		Attendance	student reported she will b missing school because she has been sick
9/23/2024		Attendance	Student was disenrolled due to consecutive absences. Student missed school due to a family emergency. Student has been re-enrolled into classes.
9/24/2024		Attendance	Called about his attendance, and his brother responded that he would inform him about the new rules.
9/24/2024		Attendance	The student called and said she has not been able to attend her class since last week 9/16 due to medical reasons. The student wants to transfer to online classes due to health reasons. Provided student with HCCTS number.
9/24/2024		Attendance	Student will not be attending class this week due to injury.
9/24/2024		Attendance	Called about her attendance, and she stated that she will continue attending her class until she transitions to the Independent Study Program.
9/24/2024		Attendance	Attempted to call the student, but the contact number was not working, and I was unable to leave a message.
9/24/2024		Attendance	Did not answer the call, so I left a message expressing our concern about his attendance.
9/24/2024		Attendance	Student has requested a two-week leave of absence from school due to an urgent family emergency. During this period, the student will be out of state.
9/24/2024		Attendance	Student has requested a two-week leave of absence from school due to an urgent family emergency. During this period, the student will be out of state.
9/25/2024		Attendance	Student requested letter of attendance for the month of August through principal, Camille. SOR sent the request form to Camille to give to student.
9/25/2024		Attendance	Student requested letter of attendance for the month of August through principal, Camille. SOR sent the request form to Camille to give to student.
9/25/2024		Attendance	The student has been out due to her health but she is returning to class tomorrow.
9/25/2024		Attendance	Student will not be able to come to class for a few days due to sickness. She will return as soon as she feels better.
9/25/2024		Attendance	Student call to state that she is currently sick and will not be able to attend for a few days until she feels better.
9/25/2024		Attendance	Student mentioned having personal health problems that might prevent her from attending school.
9/25/2024		Attendance	Called about her attendance, she stated that she will continue attending her class and also she was unsure if she is on the roster and whether she can attend.
9/25/2024		Attendance	Did not answer the call, later called back and stated she will try to attend her class.
9/25/2024		Attendance	Called about his attendance, and he stated that he will continue attending his class.
9/25/2024		Attendance	Student twisted her ankle and has not attended due to this problem.
9/25/2024		Attendance	Did not answer the call, so I left a message expressing our concern about his attendance.
9/26/2024		Attendance	

	[redacted]		The student called me and stated she has not been feeling well and had an accident at work and has not been able to attend class. I let her know to notify the teacher and give a DR. Note if possible.
9/26/2024		Attendance	Student stated she will be giving a Dr. Note in person to the teacher.
9/26/2024		Attendance	Called the student regarding his attendance and he declared that he will attend his class today.
9/26/2024		Attendance	I let the student know he needs to be attending class 3X times week.
9/26/2024		Attendance	Called regarding his attendance, mentioned he will attend his class next week.
9/26/2024		Attendance	The student didn't answer, left a message instead to let him know about new attendance rule.
9/26/2024		Attendance	Student did not attend yesterday 09/25 and will not attend today 09/26 due to knee injury
9/26/2024		Attendance	Called the student regarding his attendance. mentioned he will try to attend his class.
9/30/2024		Attendance	Submitted the Eyeglasses.
9/30/2024		Attendance	Student was out last week and today, possibly will be the next few days due to being ill
9/30/2024		Attendance	Student will not be able to join classes at this time because she was in a car accident, LOA submitted
9/30/2024		Attendance	Updated student's attendance per notification/attendance records of AM teacher.
10/1/2024		Attendance	He did not answer. left a message regarding his attendance to let him know.
10/1/2024		Attendance	Called him regarding his attendance. he mentioned he traveled to Portland and this Wednesday might be back to school.
10/1/2024		Attendance	Called regarding his attendance. No answer, so left a message instead.
10/1/2024		Attendance	Called him regarding his attendance, someone translated for him. and mentioned if he can attend his class.
10/1/2024		Attendance	Called the student, but she did not answer. Left a message regarding her attendances.
10/1/2024		Attendance	The student did not answer, left a voice message regarding her attendance.
10/1/2024		Attendance	Called the student regarding her attendance, she mentioned she got sick and she would attend her class.
10/1/2024		Attendance	Called the student regarding his attendance, but he did not answered.
10/1/2024		Attendance	Called the student regarding his attendance and he mentioned that he would attend his class.
10/1/2024		Attendance	Teacher was made aware of the car accident. 9/30
10/1/2024		Attendance	Called the student regarding his attendance. He mentioned he would attend hic class.
10/2/2024		Attendance	The student informed teacher that he will be absent from 10/02/2024 to 10/30/2024 due to medical reason.
10/3/2024		Attendance	Called him regarding his attendance. He mentioned he'll attend his class today.
10/3/2024		Attendance	Called regarding his attendance. He didn't answer, his brother called back and mentioned he would let him know.
10/3/2024		Attendance	Called her regarding her attendance. She mentioned, she will attend her class today.
10/3/2024		Attendance	Student will not be in class today and possibly the next few days due to feeling ill.
10/3/2024		Attendance	Attempted to call the student, but the contact number was not working, and I was unable to leave a message.
10/3/2024		Attendance	Didn't answer the phone, I left a message instead regarding his attendance.
10/3/2024		Attendance	He answered, he will attend his class.

	[redacted]	[redacted]	
10/3/2024		Attendance	Didn't answer, left a message instead. He called back and mentioned he is sick and going to send his document to enrollment department for Leave of absence.
10/3/2024		Attendance	He mentioned he will attend next week as he is babysitting and has to stay at home to let his wife attend her class.
10/3/2024		Attendance	Didn't answer, Left a voice message instead.
10/8/2024		Attendance	Did not answer. I sent a text message to let the student that ten days of unexcused absence, the student will be disenrolled.
10/9/2024		Attendance	Student was absent 2 days this week. Next Monday she has two doctors appointments and might stay hospitalized for a few days. She communicated this information to avoid transferring out
10/9/2024		Attendance	I called the student to encourage them to attend at Grand for AM classes since we don't have any open seats for PM classes otherwise they might be dropped. They will get back to us by tomorrow to make decision.
10/9/2024		Attendance	The teacher talked with the student about attendance policy.
10/10/2024		Attendance	Attendance came to school yesterday to notify that she will be absent as she has been sick for days now.
10/10/2024		Attendance	Called the student, but she did not answer. Left a message instead regarding her attendances.
10/10/2024		Attendance	The student did not answer, left a voice message regarding her attendance.
10/10/2024		Attendance	Called the student regarding his attendance. He mentioned he will attend his class today and also asked if he can transfer to another site.
10/10/2024		Attendance	She didn't answer the phone. No voice box.
10/10/2024		Attendance	The teacher talked about attendance policy with the student.
10/11/2024		Attendance	Student will not be in attendance due to medical issues. 10/07/2024-10/11/2024
10/11/2024		Attendance	Called the student regarding his attendance, but he did not answered.
10/11/2024		Attendance	Didn’t answer the phone; no voicemail is set up
10/11/2024		Attendance	Informed the student regarding his attendance and the new rule for attendance. He mentioned if he can transfer to CICA, information provided to him.
10/11/2024		Attendance	Did not answer the phone, so a message was left instead regarding the attendance.
10/14/2024		Attendance	Student has been on my roster since the beginning of the year and has not come to class. She reached out a month ago and asked when she could begin. I told her, tomorrow." I did not hear from her for another month, then she told me she would start last Wednesday. She did not show up on Wednesday. Contacted me and said she would come Thursday. On Thursday, she said she was sick and would come today. This morning she said that her daughter hurt her leg and she would come tomorrow. It has been 3 months since she has been on my roster, but to this day, she has not once attended and seems to have a lot of excuses about not coming to class."
10/14/2024		attendance	Student has a work schedule that restricts him from keeping PM attendance. Student requested AM and PM shifts. Enrollment declined the request
10/15/2024		Attendance	The student called and asked about the new attendance policy. I told her it has to be 10 straight days and then we will drop you.
10/15/2024		Attendance	Spoke with student to make sure he is coming into class soon.

10/15/2024	[redacted]	Attendance	Spoke with student to make sure he is coming into class soon.
10/15/2024	[redacted]	Attendance	Left voicemail to student to make sure she is coming into class soon.
10/15/2024	[redacted]	Attendance	Student messaged about attendance. She is in Mexico at the moment due to a family emergency. She does not want to be disenrolled.
10/16/2024	[redacted]	Attendance	The student was informed about the new rule that any student who has ten (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled. Student has to leave for a family emergency to San Diego tonight. Plans to return next Wednesday. She asked about attendance policy and if she will be able to come back to class upon her return.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024	[redacted]	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.

[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	Left voicemail to student to inform them that we need them to take the CASAS tests again.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rules, and must be present in the classroom for ten days in a row.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rules, and must be present in the classroom for ten days in a row.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	Student sent T/M informing me that she missed class on 10/11 and has doctor's appointments today and will have to miss class. Student is concerned about attendance and being disenrolled. Informed student that with the proof of her doctor's notes, her absences will be excused.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
[redacted]	[redacted]	10/16/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.

[redacted]			
10/16/2024		Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024		Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/16/2024		Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/17/2024		Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/17/2024		Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/17/2024		Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
10/17/2024		Attendance	Per student will be absent 10/21 due to an appointment and 10/24/24 due to medical appointment.
10/17/2024		Attendance	The student called and was informed about the new rules, and must be present in the classroom for ten days in a row.
10/17/2024		attendance	Student comes up as present in brain log, but I have never seen her on site or in class, and no signature on my sign-in sheet. I changed her attendance to A and reported this issue to principals on 10/17/24.
10/18/2024		Attendance	Student was in a car accident and does not have a car. He will try to bring documentation and wants to continue with school. He will try and come next week but he is not feeling well because of the accident.
10/18/2024		Attendance	Reached out for attendance. Phone was unreachable. Left VM.
10/18/2024		Attendance	Reached out to student multiple times, but it was unsuccessful. Phone was switched off. Left VM with a call back number.
10/18/2024		Attendance	Good student. However, was absent for 5 consecutive days. Didn't answer my calls. Today a message was sent to her phone notifying her of the attendance situation and urging her to return to school to resume her studies.
10/18/2024		Attendance	Today a message was sent to her phone notifying her of the decreased attendance and urging her to return to school to resume her studies.
10/21/2024		Attendance	Emailed the teacher and principal the hospital documents stating he has been in the hospital. Student will take some days off to recover.
10/21/2024		Attendance	Student is still in Mexico dealing with a family emergency. She doesn't want to be disenrolled. She will be back as soon as possible
10/22/2024		Attendance	Sent text message regarding five consecutive days of absences.
10/22/2024		Attendance	Sent text message regarding five consecutive days of absences.
10/22/2024		Attendance	Sent text message regarding five consecutive days of absences.
10/22/2024		Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024		Attendance	Sent text message regarding five consecutive days of absences.
10/22/2024		Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.

10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	attendance	10/22/24: Sent student a message regarding absences via the Brain app
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	Attendance	Called and reminded him regarding his attendance.
10/22/2024	[redacted]	Attendance	Called, but someone answered, this is the wrong number.""
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	attendance	10/22/24: sent a message regarding absences via brain app
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18,
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	Attendance	Didn't answer, left a message instead for his attendance and also if he can attend his class.
10/22/2024	[redacted]	Attendance	Didn't answer, left a message instead regarding the student's attendance.
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	attendance	10/22/24: sent a message regarding absences via brain app
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	Attendance	Did not answer the phone, So I left a message instead regarding her attendance.
10/22/2024	[redacted]	Attendance	Called him regarding his attendance.
10/22/2024	[redacted]	Attendance	Called and informed him regarding his attendance. Despite motivating him for attending his class, but mentioned, he is busy and might miss the school.
10/22/2024	[redacted]	attendance	10/22/24: sent a message regarding absences via the brain app
10/22/2024	[redacted]	attendance	10/22/24: sent a message regarding absences via the brain app
10/22/2024	[redacted]	Attendance	Sent text message regarding five consecutive days of absences.
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	Attendance	Sent text message regarding five consecutive days of absences.
10/22/2024	[redacted]	attendance	10/22/24: sent a message regarding absences via the brain
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	Attendance	Called the student regarding his attendance, but he did not answered.
10/22/2024	[redacted]	Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024	[redacted]	Attendance	Sent text message regarding five consecutive days of absences.

[redacted]	[redacted]		
10/22/2024		Attendance	Sent text message regarding five consecutive days of absences.
10/22/2024		Attendance	Sent text message regarding five consecutive days of absences.
10/22/2024		Attendance	Called regarding her attendance, but she didn't answer. No voicemail.
10/22/2024		Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024		Attendance	Did not answer. Left a voice message instead.
10/22/2024		Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024		Attendance	Sent text message regarding five consecutive days of absences.
10/22/2024		Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/22/2024		Attendance	Called regarding her attendance.
10/22/2024		Attendance	Called regarding her attendance. She mentioned, she will attend her class today.
10/22/2024		Attendance	Called him regarding his attendance. He mentioned, he will attend his class.
10/22/2024		Attendance	Student notified that they have missed class for five consecutive days – October 15, 16, 17, 18, 21.
10/23/2024		Attendance	Per student was absent due to toothache.
10/24/2024		Attendance	Student is awaiting a doctor's note to excuse her absences after the 17th of October since her case has now been referred to a specialist.
10/24/2024		Attendance	Student will be out-of-country due to health issues. Please don't lock his phone.
10/24/2024		Attendance	The student asked for leave, needed to take his mom to the hospital.
10/24/2024		attendance	Student's husband has been scanning [redacted] phone in the bridge class almost daily. I have never seen [redacted], so I have changed her attendance to A. I reported this to Sabrina and Jonathan last week. Since she has missed more than 5 days of class in a row, I sent her a message via the brain app today 10/24/24.
10/25/2024		Attendance	Reached out to student about their attendance and reminded them of the new policy. Student has not been attending regularly but is in contact with teacher.
10/25/2024		Attendance	Reached out to student about their attendance and reminded them of the new policy. Student has not been attending.
10/25/2024		Attendance	Hello, This student has been absent for 5 days in a row. she was not reachable on phone and was left VM.
10/25/2024		Attendance	Reached out to student about their attendance and reminded them of the new policy. Student has not been attending.
10/25/2024		Attendance	She has been absent for 5 days in a row. She was called and she hang up the phone couple of times. A vm was left saying that she will be dropped ASAP if she does not attend the class.
10/25/2024		Attendance	Student let me know he was unable to attend class yesterday, 10/24, due to court.
10/25/2024		Attendance	Reached out to student about their attendance and reminded them of the new policy. Student has not been attending when she specifically asked to be moved to PM so she could attend.
10/28/2024		Attendance	Student has been ill for the past week. She reached out and said she will try to come to class soon.
10/28/2024		Attendance	The student informed me that she had a dental surgery and her face is swollen. She will attend class tomorrow.

[redacted]	[redacted]	10/28/2024	Attendance	Student sent t/m to let us know he will not be in class due to court appointment.
		10/28/2024	attendance	[redacted] husband dropped off a doctor's note stating that [redacted] had an accident. She fell on a glass table yesterday and has a lot of cuts on her feet so she can't walk for a few days. She will be absent for the rest of the week.
		10/29/2024	Attendance	Student messaged me to say that she had eye surgery and will miss school for a couple of days due to this.
		10/29/2024	Attendance	Student called and mentioned he sprained his ankle. Will come back in the next few days.
		10/29/2024	Attendance	Per student will be absent 10/30/24 due to personal appointment and 10/31 due to family doctors appointment.
		10/29/2024	Attendance	Student not able to attend due to feeling sick
		10/29/2024	Attendance	On October 27 the student responded to my text message from October 18 by asking what classes I meant in the message. I made a clarification but there was no response, and the student hasn't returned to the class yet.
		10/29/2024	Attendance	Student has been missing class due to a medical emergency.
		10/30/2024	Attendance	student will leave the country and will return Late November
		10/30/2024	attendance	Student shows up almost daily to just sign in and leave. He never completes any work because the only reason he's here is the phone. We talked to him a few weeks ago about student expectations, but he continues to just sign and leave.
		10/30/2024	Attendance	The student reported she has ongoing absences due to illness/medical appointments due to work accident. The student has upcoming appointment 11/14/24.
		10/30/2024	attendance	Student talked to site lead regarding her situation and how it affects her attendance. Her husband needs constant medical care, which prevents her from attending class. She requested a transfer to CICA, but the request was denied. She stated that she will try to come to class once a week to make sure she keeps her seat in the classroom, and to keep up with her education.
		10/31/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
		10/31/2024	Attendance	I sent the student a message through the brain app, notifying him that I need actual presence in class, and attempted/completed classwork in order for me to award attendance. This is his second warning.
		10/31/2024	Attendance	student will miss class until January due to work
		10/31/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
		10/31/2024	Attendance	The student called and was informed about the new rule that any student who has ten days (10) unexcused absences in a row may be disenrolled.
		11/1/2024	Attendance	Informed him regarding his attendance. He mentioned that we will attend his class soon.
		11/1/2024	Attendance	LM for student about attendance.
		11/1/2024	Attendance	He didn't answered. Left a voice message regarding his attendance.
		11/1/2024	Attendance	Didn't answer. Left a voice message instead regarding his attendance.
		11/1/2024	Attendance	Didn't answer, left a message instead regarding the student's attendance.
		11/1/2024	Attendance	Didn't answer. I left a voice message instead regarding her attendance and asked if she could attend her class too.

11/1/2024	[redacted]	Attendance	Called to remind the student regarding his attendance, but beside my insistence and guidance, he mentioned he can't attend his class any more since he got busy with work.
11/1/2024		Attendance	LM for student about attendance.
11/1/2024		Attendance	She answered and mentioned she will attend her class.
11/1/2024		Attendance	His number doesn't work.
11/1/2024		Attendance	Answered and mentioned she will be back to school next week.
11/1/2024		Attendance	Student called in to inform he has not been feeling well and missed class as a result. I informed the student of 10 day policy.
11/1/2024		Attendance	LM for student about attendance.
11/1/2024		Attendance	LM for student about attendance.
11/1/2024		Attendance	student will not be able to attend class the 4th and the 5th due to medical reasons
11/4/2024		Attendance	I was able to contact and get through to student. She has been going through a lot but will come in tomorrow as things have settled. We will further discuss her academic plan and plans going forward then.
11/4/2024		Attendance	Informed student of my return. Student will come in tomorrow.
11/4/2024		Attendance	Student came to the Main office in person to notify that he will be absent from 11/05 until 11/15, because he is taking a vacation time with his family.
11/4/2024		Attendance	Student is unfortunately unable to complete his CTE but since he has completed all of his credits he would just like to opt out and receive his diploma. Will fwd to counselor by EOD!
11/4/2024		Attendance	Called him regarding his attendance and he mentioned he is aware of the new rule about attendance.
11/4/2024		Attendance	Called him regarding his attendance. He mentioned, he will attend his class.
11/5/2024		Attendance	This student got really pushy with me today and was pressuring me to mark his wife present, even though she wasn't in class. We discussed it through an interpreter and the student became really defensive and got pretty upset. We ended the talk by saying it was a misunderstanding," but the student was very rude "
11/5/2024		attendance	Student finds it difficult to attend class due to work schedule, winter hours
11/6/2024		Attendance	Didn't answer, left a voice message regarding his attendance. his brother called back and mentioned [redacted] doesn't want to attend his class anymore.
11/6/2024		Attendance	Didn't answer, left a voice message instead regarding her attendance.
11/6/2024		Attendance	Called him regarding his attendance and he requested for transfer from evening to morning shift.
11/6/2024		Attendance	Couldn't reach the student's number.
11/6/2024		Attendance	Didn't answer, I left a voice message instead regarding his attendance.
11/6/2024	De Smet Anke	attendance	Student's phone was scanned today, but she was not in class. Her family member, [redacted], did show up however. Both of them have been absent for multiple weeks, so I'm assuming [redacted] presence today was caused by a warning they both received. I sent [redacted] a message through the brain app that she needs to come to class herself in order to be considered present, and I included that it is not acceptable to sign in for other people.

[redacted]			
11/6/2024	[redacted]	Attendance	I called [redacted] regarding his attendance. He informed me that he recently had an operation but want to attend the class tonight.
11/6/2024	[redacted]	Attendance	Didn't answer the phone. No voice recorder.
11/6/2024	[redacted]	Attendance	Called him regarding his attendance and if he attend his class.
11/6/2024	[redacted]	Attendance	Didn't answer. Left a voice message regarding her attendance.
11/6/2024	[redacted]	Attendance	Didn't answer. Left a voice message regarding her attendance then she called back.
11/7/2024	[redacted]	Attendance	Student was out sick and called to let us know that she will be returning to class tomorrow 11/8
11/7/2024	[redacted]	Attendance	Student messaged me to inform me that her child is very ill and she will need to stay home from school to take care of him. This might exceed the 10 days attendance policy, and I informed her of this.
11/7/2024	[redacted]	Attendance	Student called and said he has not come to school for the past 2 days because he is taking medication and won't be coming back tomorrow. I let him know that if he is going be to absent for next 10 days in row, call us back so we can submit a LOA.
11/8/2024	[redacted]	attendance	Student informed me that she will undergo eye surgery and will have limited attendance during this time.
11/8/2024	[redacted]	attendance	The student moved out of the area and requested a transfer. Unfortunately, she has not found availability at a nearby school. She still wishes to attend classes, but she would like to do so at a site close to her home, specifically Folsom 2.
11/8/2024	[redacted]	attendance	Site principal asked me to request a note from the student's child's physician to document student's excuse for not attending. Messaged student today to request.
11/8/2024	[redacted]	Attendance	The student has a health issue and is traveling out of the country for treatment starting November 11. The date of his return is not known.
11/8/2024	[redacted]	Attendance	Student called to inform us that she was in a car accident and does not have transportation to class today- she states she will return Monday.
11/8/2024	[redacted]	attendance	The student is still in Mexico because of a medical emergency. She will be back to class as soon as she gets back to the country.
11/12/2024	[redacted]	attendance	Student texted me photos of doctors notes to establish that she is taking care of her child who is sick. Shared those photos with principal.
11/12/2024	[redacted]	Attendance	The student stated that he is traveling to Mexico until next tuesday (November 19) for a personal family emergency.
11/12/2024	[redacted]	attendance	Student finally attended class today! He was here only for a short time, but participated in class activities.
11/13/2024	[redacted]	Attendance	proof of attendance submitted to student email
11/13/2024	[redacted]	Attendance	Student called to let us know she will be out today due to feeling sick
11/15/2024	[redacted]	Attendance	The student will be unavailable for three days, returning on November 13th. Thank you for your understanding.
11/15/2024	[redacted]	Attendance	Student responded and will come in. She shared that while I was on leave she would come but is happy to get back on track
11/18/2024	[redacted]	Attendance	Called the student and spoke with her representative (young men) regarding her school attendance. He said that she has problems with her health and that she is planning to attend the school next month when she feels better.
11/18/2024	[redacted]	Attendance	Student would like to transfer to CICA because she is having difficulty coming to class. Notified the student that CICA transfers are currently on hold.

[redacted]			
11/18/2024	[redacted]	Attendance	Called regarding student's absence. She cannot attend classes because she is homeschooling her child and doesn't have transportation.
11/18/2024	[redacted]	Attendance	Called him regarding his attendance and he mentioned he will try to attend his class.
11/18/2024	[redacted]	Attendance	I called the student regarding her attendance and she said that she cannot attend the classes because she has a small 2 year old child. I told her that our Old Auburn site has a child care and that she can come and take a look at it and register her child, so she can attend the classes.
11/18/2024	[redacted]	Attendance	[redacted] started attending classes again on 11/11/2024
11/18/2024	[redacted]	Attendance	Called student. Checked in with student asked about the next time student may be available for class. Student mentioned coming in this week for school.
11/18/2024	[redacted]	Attendance	I called the student regarding his attendance and he said that the Salam Highlands location is more convenient for him. I gave him the main campus phone number so he can call and be enrolled there.
11/18/2024	[redacted]	Attendance	I called to do a check in with student. No response. Left voicemail. Student haven't been present since transition to my class.
11/19/2024	[redacted]	Attendance	I called the student and he said that he is attending ARI school now and previously he was told by Highlands that he will be disenrolled from his classes here if he is attending another school.
11/19/2024	[redacted]	Attendance	I called the student and he said that he just had surgery and is recovering now. He is planning to come to school after the school break in December.
11/19/2024	[redacted]	Attendance	I called the student and he said that he is working in the mornings, but he is interested in the evening English classes. I have sent him the main phone number at Highlands to find out about the Highlands locations and openings.
11/19/2024	[redacted]	Attendance	The student was in class on 11/18/2024.
11/19/2024	[redacted]	Attendance	I called the student but no answer and her VM is not set up. I send a text to her with my contact information.
11/19/2024	[redacted]	Attendance	The phone of [redacted] was disconnected. I called to his wife's phone number on the file and she answered and said that they both are working now, and cannot attend the school and that they want to return their school phones. I encouraged them to come back to Highlands once they will be able to.
11/19/2024	[redacted]	Attendance	Student stated that she would be absent from November 19th-28th. Notified student of the absence policy.
11/19/2024	[redacted]	Attendance	I called her daughter [redacted] by the phone number on the file as [redacted] phone was disconnected. She said that she will check in with her mom and will call me back tomorrow.
11/19/2024	[redacted]	Attendance	Called the student and left the VM and text message regarding coming back to his classes.
11/20/2024	[redacted]	Attendance	The student had leg surgery, and she was not able to come to school, but she will start coming soon.
11/20/2024	[redacted]	Attendance	Her child has been sick for almost 2 weeks. She hopes to be back next week with her husband.
11/20/2024	[redacted]	Attendance	I spoke with the student and she said she has kids can't make it to in person class.
11/20/2024	[redacted]	Attendance	I spoke with the student and she said that she has a newborn baby and can't make it to school for a couple more weeks.
11/20/2024	[redacted]	Attendance	Spoke with the student's husband and he said she started going to another school because she couldn't make it to morning classes.

			I called the student and she said that she wants to move back to her old location at Salam, because they have all the levels and the classes separately. But I ensured her that here at Old Auburn we have all classes and levels separately too, and that it will be convenient for her and her husband to attend level 1 and 3 here. She said that they will try to come and check out our location.
11/20/2024	[redacted]	Attendance	
11/20/2024	[redacted]	Attendance	He want to attend morning in the Marysville Site and wished to be transferred there.
11/20/2024	[redacted]	Attendance	She has re-enrolled because she was removed a few days ago. She will try her best to comeback tonight or tomorrow.
11/20/2024	[redacted]	Attendance	Didn't answer but I left a voicemail.
11/20/2024	[redacted]	Attendance	She is enrolled in the afternoon classes. She has been taking care of her baby but always goes in the afternoon.
11/20/2024	[redacted]	Attendance	He will be attending class today.
11/20/2024	[redacted]	Attendance	Reached out to check in with student since she is not making progress or attending. No response LM.
11/20/2024	[redacted]	Attendance	I spoke with the student and she said that she is not feeling well she also mentioned that she will not return to school for the next two months.
11/20/2024	[redacted]	Attendance	VM
11/20/2024	[redacted]	Attendance	Called and left a voicemail.
11/20/2024	[redacted]	Attendance	I called and left a voicemail.
11/20/2024	[redacted]	Attendance	I called the student and she said that at this time she will stay at home with her 3 small children, but she is thinking to join us in Winter.
11/20/2024	[redacted]	Attendance	Called and left a voicemail.
11/20/2024	[redacted]	Attendance	Student has not made any progress or attendance and is aware of the new attendance policy
11/20/2024	[redacted]	attendance	I saw a log entry that the student had absences and talked to him about it. He wasn't aware of the new attendance policy, and I explained it to him. I encouraged them to keep in touch with the teacher. He and his wife don't have transportation to get to school but they will try to improve attendance.
11/20/2024	[redacted]	attendance	I talked to the student's husband and they shared their situation. They weren't aware of the new attendance policy, and I explained it to them. I encouraged them to keep in touch with the teacher. He and his wife don't have transportation to get to school but they will try to improve attendance.
11/20/2024	[redacted]	Attendance	She has transferred to CICA.
11/20/2024	[redacted]	Attendance	No answer. I left a voicemail.
11/20/2024	[redacted]	Attendance	Student has been busy with work but will be attending class today.
11/20/2024	[redacted]	Attendance	I spoke with the student she had a transportation problem but she will return to school soon.

11/20/2024	[redacted]	Attendance	Called a student, and he told that he is working outside Sacramento and he cannot attend the classes at this time.
11/20/2024	[redacted]	Attendance	He has been busy but will be attending classes on Thursday.
11/20/2024	[redacted]	Attendance	His Voicemail hasn't been set up yet. I will try to get in contact with him tomorrow.
11/20/2024	[redacted]	Attendance	She has been attending classes.
11/20/2024	[redacted]	Attendance	She won't be able to attend classes.
11/20/2024	[redacted]	Attendance	He said he had been coming to class. He will also come to class today and speak to the teacher about his attendance.
11/20/2024	[redacted]	Attendance	I called and left a voicemail.
11/20/2024	[redacted]	Attendance	Called but didn't get an asnwer.
11/20/2024	[redacted]	Attendance	He has been having trouble understanding the teacher in the afternoon class. He does wish to comeback but hopes that there is a better teacher.
11/20/2024	[redacted]	Attendance	She has been sick. She also let me know that she wishes to be moved to online CICA classes.
11/20/2024	[redacted]	Attendance	She has been very busy these past few days but wishes to stay enrolled as she will be back tomorrow.
11/20/2024	[redacted]	Attendance	Student has not made any progress or attendance and is aware of the new attendance policy
11/20/2024	[redacted]	Attendance	Her and her Husband have a child that they can't leave at home. But they do wish to attend.
11/20/2024	[redacted]	Attendance	he didn't answer but I left a voicemail.
11/20/2024	[redacted]	Attendance	She doesn't remember enrolling for this school. She would like to be removed.
11/21/2024	[redacted]	attendance	The student is moving to Antelope and asked if she could be transferred to another campus. I explained that she could request the transfer, but all campuses are full, and it will most likely be denied.
11/21/2024	[redacted]	Attendance	Spoke to student about absences. She has had a few deaths and has been in Mexico dealing with those. She will reach out to her teacher to request a LOA.
11/21/2024	[redacted]	Attendance	I called the student, and she is already attending her class since 11-19-2024. She was on a medical leave.
11/21/2024	[redacted]	Attendance	I called the student and she said that she will call me back regarding her attendance of the classes. She was interested, as she lives in the same zip code area.
11/21/2024	[redacted]	Attendance	I called the student, and she said that they have moved to Carmichael, and it's too far for her to drive to the Old Auburn location. I sent her the main phone number of the school, so she can find out more information about the open locations.
11/21/2024	[redacted]	Attendance	I called the student, no answer, VM not set up, and I sent a text regarding her attendance and also I sent the contact information to call me back.

11/21/2024	[redacted]	Attendance	I called the student, no answer, so I sent a text message regarding her class attendance and the contact information.
11/21/2024	[redacted]	Attendance	Called the student, no answer, and I sent a text regarding the class attendance with our contact information.
11/22/2024	[redacted]	Attendance	The student called me back, he is in Texas now and is planning to come back to Sacramento and join our classes after the Thanksgiving break.
11/22/2024	[redacted]	Attendance	I called the student and left a VM and text message regarding his classes attendance and left my contact information.
11/22/2024	[redacted]	Attendance	The student has explained that due to her child's illness, she is unable to attend classes regularly.
11/22/2024	[redacted]	Attendance	Per student said she would be absent 11/21-11/22- kids did not have school.
11/22/2024	[redacted]	Attendance	I called the student and he told me that he is traveling now and is planning to be back to school in February 2025. I've sent him the main campus phone number for the re-enrollment.
11/22/2024	[redacted]	Attendance	I called the student and he said that he is working during the days and cannot attend the classes at the moment. I sent him the Highlands main campus phone number to call when he wants to be re-enrolled.
11/22/2024	[redacted]	Attendance	I called the student and he is planning to relocate to San Diego. I sent him the Highlands main campus phone number regarding the school enrollment there.
11/22/2024	[redacted]	Attendance	I called the student and he planning to come back to school after the Thanksgiving break.
11/22/2024	[redacted]	Attendance	I called the student, no answer, no VM set up. I sent a text message regarding the attendance and asked to call back by my phone number.
11/22/2024	[redacted]	Attendance	The student called me back and said that she is going to attend english ESL classes closer to her home, as driving here is too far for her.
11/22/2024	[redacted]	Attendance	I called the student and talked to her husband. He said that she will joint the classes when she will have drivers licence, as she is learning how to drive now.
11/22/2024	[redacted]	Attendance	Called [redacted] regarding his absences. The student has been absent due to work but is still interested in attending class and plans to be in class 12/2. He is interested in attending his evening class but also morning when he can.
11/22/2024	[redacted]	Attendance	Per student will be going out of town and will be absent starting 12/2 and will return 12/10 or 12/11/24 to class.
11/22/2024	[redacted]	Attendance	Student did not answer, left voicemail and sent text message.
11/22/2024	[redacted]	Attendance	I called a student, no answer and no set VM. I sent him a text regarding the classes attendance with my contact information.
12/2/2024	[redacted]	attendance	During the conversation with the student about her housing situation she asked when she could start to attend classes. I told her I didn't see her enrolled in any classes but I saw the sign she had 17 abscesses. I provided the school number so that she could find out more as my access is limited.
12/2/2024	[redacted]	attendance	I got confirmation from the teacher and enrollment and informed the student that he was welcome to attend his classes on December 4.
12/2/2024	[redacted]	attendance	The student came to the classes but wasn't on the teacher's list, so they called me. I told them that according to PS the student is Level 1 and Russell Patty was the teacher.
12/2/2024	[redacted]	attendance	The student called me and said he wouldn't be able to attend school due to his work. His wife will return all school devices.
12/3/2024	[redacted]	Attendance	Student called to give absences excuse from school due to work schedule. He is back to school and will talk with his teacher about it.
12/3/2024	[redacted]	Attendance	The student is out of the country due to family emergencies. The student is planning to come back in one or two months approximately.

[redacted]			
12/4/2024		attendance	The student called me because he received a TM from the school stating that he could come back to classes. He had questions about where to go. I couldn't tell him anything as he was still transferred out, according to the information in the PS. I provided Highland's phone number and recommended that he get more information there.
12/4/2024		Attendance	The student was absent 11/19-11/21 due to illness.
12/4/2024		Attendance	I spoke to the student and she mentioned that CICA would be a better option for her due to her husband's work schedule and childcare needs for her children.
12/4/2024		Attendance	Student continues to sign and leave. He has plenty of time to confront para-educators and site lead regarding me 'reporting' him to the principal, but he has no time to attend class. Since he is making para-educators uncomfortable, I have told them not to engage with him and send send him to me, but he refuses. I have tried everything to get this student to attend class and actually start learning, but I am at my wits end. Since the school doesn't have a policy regarding students who are just signing and leaving, and because of the lack of support in this matter, I have decided to just give up and let him continue this unacceptable behavior.
12/5/2024		Attendance	The student will be absent for a while due to childbirth.
12/6/2024		Attendance	Student came in
12/9/2024		Attendance	The student is sick and won't be able to come to class for now. She will attend the class once she recovers.
12/9/2024		Attendance	The student asked to check her and her husband's attendance since she didn't see it on the Brain app. I confirmed that we have her on the PS present. For her husband, there was yet to be any information on 12/06. The student is very concerned. She said her husband and she have been attending together because she doesn't drive a car; however, she noticed that for some days, he was marked as absent even though he was present. I shared with the student the main line phone number for future inquiries and asked her to reach out to me is she encounters issues so I will be able to address them to the staff members who are in charge of that
12/9/2024		Attendance	student informed us that she was sick today and wouldn't be able to attend class
12/9/2024		Attendance	The student informed us that he will not be attending frequently for now as his wife recently had a C-section delivery, and he needs to care for her and their newborn.
12/10/2024		Attendance	Student informed us that she will be absent next week due to a medical procedure. She will bring in a doctor's note.
12/10/2024		Attendance	The student is pregnant and may not be able to attend class every day of the week due to her medical appointments.
12/10/2024		Attendance	Called the student regarding the classes attendance and left the VM.
12/10/2024		Attendance	student informed us that she was sick today and wouldn't be able to attend class
12/10/2024		Attendance	Called the student regarding the classes attendance and left the VM.
12/11/2024		Attendance	Student has informed us that they haven't been able to attend school for 3 days
12/11/2024		Attendance	Student called to inform us that she will not be able to come to class today and tomorrow because she needs to take care of her sick children.
12/11/2024		Attendance	Student called and wanted to let us know that she could not attend class today and will not attend class tomorrow either.

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[redacted]			
12/12/2024	[redacted]	attendance	Student was absent due to lack of transportation. Student communicated this earlier. She will attend class tomorrow
12/12/2024	[redacted]	Attendance	Student brought a document about his newborn daughter. He was granted PFL from work. He plans to use that time to be with family. Will let us know when he comes back later to class.
12/16/2024	[redacted]	Attendance	Student was absent for couple days for some health issues matter. Will come to class tomorrow
12/16/2024	[redacted]	Attendance	The student called to the main office to notify that she got sick and will be absent for 2-3 days. Student will be back to the class before Friday.
12/16/2024	[redacted]	Attendance	Student has let us know that they have not been able to attend due to having medical problems student has requested LOA
12/17/2024	[redacted]	Attendance	Emailed student 12/10 as she and her husband had a signature next to their name. I noted that neither myself nor the para nor the other teacher had seen them and we can not verify they were present. I wanted her to know as she is in danger of being dropped so that they could return if the attendance was needed to remain enrolled.
12/17/2024	[redacted]	Attendance	Emailed student 12/12 to let him know that someone had signed for him 12/11 and 12/12 on our roster. Neither myself nor the para had seen him and attendance could not be verified. I let him know so that he could return soon in order to remain enrolled. Paraeducator also called to reiterate.
12/18/2024	[redacted]	Attendance	Student has not been able to attend classes but he will be starting tomorrow.
12/18/2024	[redacted]	Attendance	Student's husband informed me that [redacted] cannot attend the classes because their children got sick, and she is currently taking care of them.
12/18/2024	[redacted]	Attendance	The student is leaving the country and travelling to Mexico until January 10th.
12/19/2024	[redacted]	attendance	The student informed the morning teacher about her recent absences due to bereavement.
12/19/2024	[redacted]	Attendance	Student won't be able to attend school for tomorrow because she is feeling sick. (she said a week but it is going to be winter break).
12/19/2024	[redacted]	attendance	The student stated that he would be leaving the country permanently soon.
12/19/2024	[redacted]	attendance	The student expressed that she hasn't been attending class recently because of her heavy work commitments.
12/19/2024	[redacted]	Attendance	The student is leaving the country on December 22nd and returning on January 15th, 2024.
12/19/2024	[redacted]	Attendance	Informed student she only needs to attend Asher College for attendance.
12/19/2024	[redacted]	Attendance	The student informed us that she is leaving on December 23rd to Mexico due to emergency immigration status.
12/20/2024	[redacted]	Attendance	Student will be out sick today and wanted to inform us
12/30/2024	[redacted]	Attendance	Student had a personal work related situation that prevented him from attending class. He will return to class on Jan 6.
1/7/2025	[redacted]	attendance	Student will be absent due to a family need in Mexico.
1/7/2025	[redacted]	Attendance	The student informed us that he will be absent for about 3 weeks due to welcoming a newborn child.

[redacted]	[redacted]		
1/7/2025	[redacted]	Attendance	The student informed us that they will be absent for about 3 weeks due to welcoming a newborn baby.
1/7/2025	[redacted]	Attendance	Proof of attendance has been Provided for the month of December 2024.
1/8/2025	[redacted]	Attendance	Her husband came and let me know [redacted] gave birth 12/25. He provided document as proof. She will take a couple weeks off to be with her daughter and will resume class afterwards. Husband asked to communicate with him if it is ok to take the time off and not be dropped.
1/8/2025	[redacted]	Attendance	Student reported that she won't be able to come till Friday.
1/8/2025	[redacted]	Attendance	The student informed us they will be absent for some time due to being sick.
1/8/2025	[redacted]	Attendance	Student came in with his son to let me know that they moved to Roseville, and that he and his wife will only be able to come to class about twice a week. The son requested homework for the days his parents won't be attending. I told him I can provide the work, but I can't award attendance based on that work for days that they are not attending.
1/8/2025	[redacted]	Attendance	Student called me and let me know he has been sick. Plans to return to class next week.
1/9/2025	[redacted]	Attendance	Made a re-engagement phone call and left a voicemail.
1/9/2025	[redacted]	Attendance	student called to let us know she will be out 2 days due to having a cold
1/9/2025	[redacted]	attendance	Contacted the teacher of the student regarding her absences and provided a doctor's note.
1/9/2025	[redacted]	Attendance	Made a re-engagement call and left a voicemail.
1/9/2025	[redacted]	Attendance	Made a re-engagement phone call. The student is waiting to be enrolled in CICA. The student is unable to attend the school due to family reasons.
1/9/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/10/2025	[redacted]	Attendance	Spoke to her and reminded her to join us in class.
1/10/2025	[redacted]	attendance	The student will be absent due to undergoing eye surgery.
1/10/2025	[redacted]	Attendance	She didn't answer the phone. I left a message.
1/10/2025	[redacted]	Attendance	Spoke to her and reminded her to join us in class. She has been sick but hopes to join us this Monday.
1/10/2025	[redacted]	Attendance	Student went to Mexico due to a medical emergency.
1/10/2025	[redacted]	Attendance	She is working and won't be able to assist no longer.
1/10/2025	[redacted]	Attendance	Called but no one picked up. I left a message
1/10/2025	[redacted]	Attendance	Called and let him know to join us in class!
1/10/2025	[redacted]	Attendance	She broke her knee but hopes to be back as soon as she recovers.

1/10/2025	[redacted]	Attendance	The student informed me that he will be absent as he will be traveling to Mexico to address family matters.
1/10/2025	[redacted]	Attendance	She would like to be removed from the school.
1/10/2025	[redacted]	Attendance	I spoke to her and let her know to join us! She hopes to be back this upcoming Monday.
1/10/2025	[redacted]	Attendance	I spoke to her through the phone and let her know to join us! She hopes to be back Monday.
1/10/2025	[redacted]	attendance	Student inquired on how to get support to request proof of attendance.
1/10/2025	[redacted]	Attendance	Left a voicemail to remind him to come to class.
1/10/2025	[redacted]	Attendance	She didn't answer the phone. I left a voicemail and reminded her to join us in class.
1/10/2025	[redacted]	Attendance	She doesn't have a working vehicle to bring her to class. Once it is fixed she will join us again.
1/10/2025	[redacted]	Attendance	The student did not answer the phone. I left a voicemail.
1/10/2025	[redacted]	Attendance	The student signed for her husband twice, and I informed her she could sign. However, for those days that she signed, her husband would not receive the attendance.
1/10/2025	[redacted]	Attendance	She didn't answer but I made sure to leave a voicemail.
1/10/2025	[redacted]	Attendance	She didn't answer my call but I left a voicemail.
1/10/2025	[redacted]	Attendance	Student notified me that she will be absent due to family matters.
1/10/2025	[redacted]	Attendance	Talked to her on the phone. Reminded her to join us in class.
1/13/2025	[redacted]	Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025	[redacted]	Attendance	I contacted the student regarding their absence for five consecutive days during the past week. I informed them that we were checking in to ensure everything was fine and offered assistance if they had any questions. I encouraged them to return to class soon.
1/13/2025	[redacted]	Attendance	I reached out to the student to address their absence for five consecutive days during the past week. I inquired about their well-being, offered to answer any questions, and encouraged them to return to class.
1/13/2025	[redacted]	Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025	[redacted]	Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025	[redacted]	Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/13/2025	[redacted]	Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/13/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/13/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/13/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.

1/13/2025	[redacted]	Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Made a re-engagement call. The student will notify us in one week about their decision to continue attending the school.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
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1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Student is not able to attend class because he found a job. He does not want to be dropped from class. He might come to class next week.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/13/2025		Attendance	Student contacted about missing classes January 6-10, 2025.
1/14/2025		Attendance	Made a re-engagement call. The student plans to continue attending the school whenever he gets a chance. Notified the student about a chance of being dropped after missing 10 days of school.
1/14/2025		Attendance	Made a re-engagement call. Sent a text message.
1/14/2025		Attendance	Made a re-engagement call. The student plans to continue attending the school. The student was absent due to heart surgery.
1/14/2025		Attendance	Made a re-engagement call. Sent a text message.
1/14/2025		Attendance	Made a re-engagement call. Sent a text message.
1/14/2025		Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/14/2025		Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/14/2025		Attendance	Tried to make a re-engagement call. The phone is disconnected.
1/14/2025		Attendance	Made a re-engagement call. The student plans to continue attending the school. The student is recovering after surgery.
1/14/2025		Attendance	Made a re-engagement call. Sent a text message.
1/14/2025		Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/14/2025		Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/14/2025		Attendance	Made a re-engagement call. Sent a text message.
1/15/2025		Attendance	Student is really interested but due to luck of transportation, they cannot regularly attend class. But will try their best to improve their attendance.
1/15/2025		Attendance	Called the student and the emergency contact multiple times, but their phones were switched off. Left VM.
1/15/2025		Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/15/2025		Attendance	Made a re-engagement call. The student plans to continue attending the school.

1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student is waiting to be transferred to morning classes or CICA. Suggested to continue attending the school until she will be transferred.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school. Stopped attending due to health issues.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school
1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. Sent a text message.
1/15/2025	[redacted]	Attendance	Made a re-engagement call. The student plans to continue attending the school.
1/15/2025	[redacted]	Attendance	The student needed proof of attendance for DHA. I sent enrollment an email.
1/16/2025	[redacted]	Attendance	Due to busy schedule and family problems, the student cannot attend class for the time being.
1/17/2025	[redacted]	Attendance	She won't be able to assist since she had surgery done.
1/17/2025	[redacted]	Attendance	She has been waiting for her transfer to CICA since her husband is working and can't come to in-person class.
1/17/2025	[redacted]	Attendance	The student no longer resides in the U.S.
1/17/2025	[redacted]	Attendance	I called her and left a message.

1/17/2025	[redacted]	Attendance	This student hasn't come back from Mexico.
1/17/2025	[redacted]	Attendance	She is still ill and doesn't know if she'll be able to be back soon.
1/17/2025	[redacted]	Attendance	This student is still in Mexico.
1/17/2025	[redacted]	Attendance	The student let me know she is currently ill and won't be able to show up this week.
1/17/2025	[redacted]	Attendance	She will be starting class tomorrow.
1/17/2025	[redacted]	Attendance	She is at home and won't be able to come since she cares for her ill husband.
1/17/2025	[redacted]	Attendance	I left a voicemail. If he calls back I will put an update.
1/17/2025	[redacted]	Attendance	I left a voicemail since she didn't answer.
1/17/2025	[redacted]	Attendance	I reached out to her and she didn't answer. I left a message.
1/17/2025	[redacted]	Attendance	She let me know she won't be able to come to class for a couple of days.
1/17/2025	[redacted]	Attendance	Student has not been in since our return from Winter break on 1/6. She was contacted on 1/6, 1/7 1/8, 1/10, 1/13, 1/15, and 1/17. She only responded to contact 1/7, 1/10, and 1/13 saying that she would come in. She did not come in.
1/21/2025	[redacted]	Attendance	Sent an Email to Enrollment team to remove her from my roster. Because she is attending morning class.
1/21/2025	[redacted]	Attendance	Sent an Email to Enrollment team to remove her from level 0 roster.
1/21/2025	[redacted]	Attendance	the student asked who she needs to notify the teacher of her absence
1/21/2025	[redacted]	Attendance	Sent Email to enrollment team to remove her from my roster. Because she is attending morning class.
1/21/2025	[redacted]	Attendance	The student did not agree with the days of attendance showed on her Nov and Dec form. I explained to her that it could be due to the weeks the school was closed. I also send a request to SOR to best explain to the student.
1/21/2025	[redacted]	attendance	Student is enrolled in AM and PM classes. In conversation with PM counselor, to figure out why.
1/21/2025	[redacted]	attendance	Student is enrolled in AM and PM classes. In conversation with PM counselor, to figure out why.
1/21/2025	[redacted]	Attendance	The student has a left ankle fracture, so she cannot return until May 1, 2025.
1/22/2025	[redacted]	Attendance	The student's wife informed us that her husband has been recovering from surgery for a few days and plans to continue attending school afterward.
1/22/2025	[redacted]	attendance	Student came to school today and stated that her kid was sick, that is why she missed last week at school.

1/23/2025	[redacted]	Attendance	Student isn't feeling well, and won't be able to come till Monday.
1/24/2025	[redacted]	Attendance	I left a voicemail. She didn't answer the phone.
1/24/2025	[redacted]	Attendance	[redacted] has asked for 10 days off, she is travelling to her home country, therefore she cannot attend her class.
1/24/2025	[redacted]	Attendance	Student came to Franklin location and asked if they could return to classes starting Monday 27. As of now it still looks like they are enrolled in Juan Moreno's class so this seems to be okay.
1/24/2025	[redacted]	Attendance	She let me know she would like to be removed from the school system.
1/24/2025	[redacted]	Attendance	Student cannot attend classes at this time and is worried about being dropped before the request has gone through.
1/24/2025	[redacted]	Attendance	She is currently sick. She will try to come next week.
1/24/2025	[redacted]	Attendance	The student has been sick and will try to come to class next week.
1/24/2025	[redacted]	Attendance	Her line is disconnected. I contacted her emergency contact, and they don't know who she is.
1/24/2025	[redacted]	Attendance	I called and left a voicemail.
1/27/2025	[redacted]	Attendance	The student notified us about her upcoming surgery. During her recovery period, her attendance may be inconsistent.
1/27/2025	[redacted]	Attendance	The student's wife notified us that the student will be absent for up to 10 days due to health issues. The student is recovering from surgery.
1/28/2025	[redacted]	Attendance	Student sent email informing counselor that he could not attend first day of class due to family emergency. Notified teacher.
1/28/2025	[redacted]	Attendance	No attendance was recorded. The student stopped responding to my messages but informed the para that she would attend for CASAS testing, though she did not show up. I see the counselor's log from 1/24 regarding her request to transfer to CICA, which I had suggested as an option since June 2024, due to her ongoing challenges with attendance related to outside obligations. At the time, she was not interested in this suggestion and indicated she would attend more regularly. I also recommended taking a break if needed, but she declined that option as well. Unfortunately, attendance has continued to be an issue.
1/29/2025	[redacted]	Attendance	The student had surgery, and will not attend class until she feels better.
1/30/2025	[redacted]	Attendance	On 1/28/25 another person signed for [redacted] in the roster.
1/30/2025	[redacted]	Attendance	The student was called and informed about their poor attendance. He said that he would come tomorrow.
1/30/2025	[redacted]	Attendance	The student is sick, and will not attend class until feels better.
1/30/2025	[redacted]	Attendance	The student moved to another state.
1/31/2025	[redacted]	Attendance	The student never comes to class. Another person signes for her in roster.
2/3/2025	[redacted]	Attendance	Student called and let us know that he might not be able to attend class today, because he has Doctor's appointment (02/03/2025).

2/3/2025	[redacted]	Attendance	I called the student to follow up on attendance. she didn't answer I left a voicemail.
2/3/2025	[redacted]	Attendance	Student informed me that she is unable to attend school at this time.
2/3/2025	[redacted]	Attendance	Student is feeling sick today and wont be able to attend class today.
2/3/2025	[redacted]	Attendance	Student came in to the office to let us know she is not going to attend classes till next monday (02/10/2025), due she and her family being sick.
2/3/2025	[redacted]	Attendance	Talked to [redacted] sister. She said that she would ask [redacted] to come to school and talk to the teacher tomorrow morning (2/4/2025).
2/4/2025	[redacted]	Attendance	[redacted] husband came to the school to inform that she is sick and may be out for five days.
2/4/2025	[redacted]	Attendance	[redacted] will be out of state from 2/5 to 2/12.
2/4/2025	[redacted]	Attendance	The student did NOT come to school to talk to the teacher.
2/4/2025	[redacted]	Attendance	The student reached out to me and informed me that they are moving to another state and will no longer be able to attend school.
2/4/2025	[redacted]	Attendance	The student reached out to me and informed me that they are moving to another state and will no longer be able to attend school.
2/5/2025	[redacted]	Attendance	Student was seen signing attendance sheet for his spouse. Lead teacher met with student to explain that this is not allowed and repeat offenses would be referred to supervisor. Class: Hillsdale PM Level 2/3, 2/4/25 Meeting: Hillsdale, 2/5/25
2/5/2025	[redacted]	Attendance	Per student will be absent 2/10-2/18 due to travel and will return to class after.
2/5/2025	[redacted]	Attendance	Sent student email about attendance and possibly being dropped.
2/5/2025	[redacted]	Attendance	The student informed me today that she will go to Mexico for an emergency situation and return on February 18th.
2/6/2025	[redacted]	Attendance	Student have birth and would like to be placed on LOA. Student has provided documentation.
2/6/2025	[redacted]	Attendance	Messaged student via email to check in about attendance concerns. He let me know he is at community college and will not be returning to us. I sent an email to enrollment to remove him.
2/6/2025	[redacted]	Attendance	Messaged student via email to check in about attendance concerns. He let me know he is at community college and will not be returning to us. I sent an email to enrollment to remove him.
2/7/2025	[redacted]	Attendance	Left a voicemail. I am not sure if she will comeback.
2/7/2025	[redacted]	Attendance	This week the student change her work shift. She will return to class starting 2/10. She is finally available to attend on this schedule
2/7/2025	[redacted]	Attendance	Student will remain in Highlands. He is active back in class, he had a few personal situations that unallowed him to stay in class. He is back as an active student
2/7/2025	[redacted]	Attendance	The student has been attending class but got a text message from 916-270-4610 that she has not attended class. I will notify my supervisor.
2/7/2025	[redacted]	Attendance	The student is pregnant. Due to that, she won't be able to come to class every day.

2/7/2025	[redacted]	Attendance	This student was in the ER. She will no longer be able to come to class.
2/7/2025		Attendance	The student informed me today that he will be traveling to Afghanistan due to his mother's health. He will leave on Monday, February 10, 2025, and return to class on February 28, 2025.
2/7/2025		Attendance	Called the student twice, but was unsuccessful. Left a voicemail (LVM).
2/7/2025		Attendance	Called the student twice, but was unsuccessful. Left a voicemail (LVM).
2/7/2025		Attendance	The student did not pick up, I left a voicemail.
2/7/2025		Attendance	I called but she did not answer. I would like to believe she won't be able to come to class anymore.
2/7/2025		Attendance	The student let me know she is sick at the moment and won't be able to come to class.
2/7/2025		Attendance	The student may be unable to attend school regularly for the next four weeks due to transportation challenges, as her husband is currently out of the country.
2/7/2025		Attendance	The student may be unable to attend school regularly for the next four weeks due to transportation challenges, as her husband is currently out of the country.
2/7/2025		Attendance	The student stated he is busy with work and can only attend one day a week but wants to remain on the roster. He was informed that irregular attendance may lead to being dropped.
			I was informed by Tasha that this student thought she was to attend Center pkway and Tasha had called enrollment who told her that [redacted] was on the waitlist for Center pkwy. The concern is that site is not HS but the student lives far from Oak Park.
2/7/2025		attendance	Will reach out to enrollment
2/7/2025		Attendance	Her line disconnected as soon as I dialed. I believe she switched her phone number.
2/7/2025		Attendance	I left a voicemail since she didn't answer my call.
2/7/2025		Attendance	Due to her work schedule this student can attend 2 days a week and a third day but on a very limited timing. Her schedule changes every week. She will continue her studies in Highlands.
2/10/2025		Attendance	The student called to let us know she won't be able to attend this week due to having no one to take care of her children I let them know to be back in class the 18th so they won't be dropped
2/10/2025		Attendance	Student returned call and explained that she had been in another car accident which explains her absences but will come in this week.
2/10/2025		attendance	Notified the teacher that he has been in the hospital with his son and wants to be placed in LOA.
2/12/2025		Attendance	The student called me back and asked if he can attend class. I let him know it is recommended for him to attend class.
2/12/2025		Attendance	Contacted student to inform him that signing in and leaving class is against our attendance policy even while awaiting for his Class Transfer to be approved. Encouraged student to attend for the entirety of the class period.
2/12/2025		ATTENDANCE	Called student N/A phone went straight to voicemail

2/13/2025	[redacted]	Attendance	Student won't be able to come for couple of days, someone broke their windshield and she does not have transportation right now.
2/14/2025		ATTENDANCE	Called [redacted] and the phone is off
2/14/2025		Attendance	Emailed student and sent message on Edmentum in hopes of getting a response.
2/14/2025		Attendance	Per student will be absent for two months as she is traveling out of the country and said she notified office.
2/18/2025		Attendance	The student can not attend class as she is on maternity leave.
2/18/2025		Attendance	Student had a schedule change at work for the month of February. Student will return to regular schedule on March
2/18/2025		attendance	Contacted student regarding attendance. Student was sick.
2/18/2025		Attendance	The student said that she will be absent from the school from 2/20-2/28, because she will not have transportation.
2/18/2025		attendance	Student informed she would be absent for 7 days because of her trip to another state starting on 02/20/2025.
2/18/2025		Attendance	Student just got a molar removed, is not feeling good, he had to pay out of pocket, had to work a lot to pay for service
2/18/2025		Attendance	Attendance roster has not been signed under this student's name since it was discovered that this student's sister had been signing her in. Repeated attempts to contact this student has been made.
2/18/2025		Attendance	Per student had a schedule change in work hours but will try to come T-F for part of the day (Tuesday for longer).
2/19/2025		Attendance	Student is pregnant and due the end of February. She wants to take some time off, but does not want to be dropped from class.
2/19/2025		Attendance	We never saw the student in class, so we called him and encouraged him to stay longer and complete his homework to make more progress in his learning.
2/19/2025		Attendance	The student signed for her husband. A verbal notice was issued, and the school police explained.
2/20/2025		Attendance	Student called in and let us know that she is feeling sick and wouldn't be able to come to class today.
2/20/2025		Attendance	The student informed us that he has moved to Fresno and won't be able to attend class anymore.
2/20/2025		Attendance	Based on the principal request, I called the student to explain the attendance rules, stressing that only active students are allowed in class, and advised him to attend the class on time. I suggested he switch to morning classes if the current schedule doesn't work. He explained that he was helping his cousin, who recently arrived in the U.S., but assured me he would attend class on time and not bring his cousin in the future.
2/20/2025		Attendance	Student hasnt felt good in the community due to the current circumstances. Student will return class tomorrow.
2/21/2025		attendance	Contacted the student regarding her life situation and attendance. She has some requests and I will continue to work on them.

2/21/2025	[redacted]	Attendance	student was absent due to covering shift for a coworker - job related
2/25/2025	[redacted]	Attendance	The student signed in for PR2 but promptly left without staying in the classroom at all.
2/25/2025	[redacted]	attendance	The student said she had pneumonia. She will return to class next week.
2/25/2025	[redacted]	ATTENDANCE	Called student and N/A
2/25/2025	[redacted]	Attendance	The student signed the roster for her husband, who was absent from class. I issued a verbal notice and clearly explained the school attendance and roster signing policies.
2/25/2025	[redacted]	ATTENDANCE	Called student phone and it said not in service and if I reached the air please hang up and try to call again.
2/25/2025	[redacted]	Attendance	The student arrived after the conclusion of the first period and attempted to sign in for the missed class. Despite being denied permission by both the teacher and the paraeducator, he persisted in requesting to be marked present. Ultimately, he signed in for the second period but promptly left, citing an appointment.
2/25/2025	[redacted]	Attendance	Per student has absences due to child's atrophy and speech therapy appointments but said she will try to come to class at least 3 times a week.
2/26/2025	[redacted]	attendance	Student is simultaneously enrolled in Yuba Colle program leading to a pre school teaching certificate. Her attendance here is irregular bur she does get her homework. Her reading/grammar is progressing but listening/speaking less successful.
2/26/2025	[redacted]	Attendance	I called the student and he said that most likely he and his wife will not attend the school anymore. They will return to their country on March 3 or 4, 2025.
2/26/2025	[redacted]	Attendance	I called the student and they told me that they most likely will not attend the school anymore. She and her husband will return to their home country on March 3 or 4, 2025.
2/26/2025	[redacted]	attendance	[redacted] tells me she had physical problems preventing attendance. CG on 2/26/25
2/26/2025	[redacted]	attendance	[redacted] has flu and will be absent at least 5 days. CG 2/26/25
2/26/2025	[redacted]	attendance	[redacted] is being treated for serious back problems. CG
2/26/2025	[redacted]	attendance	[redacted] is working at a restaurant and sometimes must be absent from class. He strives to come 2X most weeks.CG
2/26/2025	[redacted]	attendance	[redacted] is expecting a child. She is coming to classes much less at the moment. February, 2025. CG
2/26/2025	[redacted]	attendance	[redacted] is absent to care for hospitalized child.
2/26/2025	[redacted]	attendance	[redacted] pre-school child has been hospitalized. She is frequently absent to care for her.
2/26/2025	[redacted]	attendance	Student has been caring for ill husband. Recently, she was hospitalized herself. SHe may need to have 'inactive' status for a period of time.
2/26/2025	[redacted]	attendance	I called the following student to remind them about our sign in policy.

[redacted]	[redacted]		
2/26/2025		Attendance	I talked to [redacted] about her attendance because she rarely shows up, and if she does, she signs and leaves. She told me that she currently is unable to attend because she is working, and she comes to sign during her break. I offered finding solutions (PM class, CICA, or LOA) but she refused. She states that she will start attending class when she finds a new job. She also told me that she does not need attendance for benefits, but is just trying to keep a seat in the class.
2/27/2025		Attendance	Had an in-person conversation with the student clarifying HCCTS attendance requirements. The student seems to be confused, so also [redacted] was invited to take part in the conversation. Student's questions were answered. As a teacher, I'll continue observing the student to provide support if his situation requires.
2/27/2025		Attendance	The student didn't understand that he couldn't sign in for the class in case he completely missed it. He was informed about attendance requirements.
2/27/2025		Attendance	Per student was absent today 2/27/25 due to daughters appointment.
2/28/2025		Attendance	I had our team communicate with him and his wife since the student can not read Dari and I can not speak it.
2/28/2025		Attendance	Her phone number is her husband's. I had our team communicate with them since they cannot read Dari and I can't speak it.
2/28/2025		Attendance	I left a voicemail since she did not answer my call.
2/28/2025		Attendance	This student is currently sick and is also busy with work.
2/28/2025		Attendance	Student has been absent due to family issues. She stated that she will be back next week.
2/28/2025		Attendance	I left a voicemail.
2/28/2025		Attendance	I left a voicemail.
2/28/2025		Attendance	Spoke with [redacted] again about attendance expectations. Her life is quite complicated right now and she can't attend AM or PM in person. We discussed moving to CICA. A request was made by FS.
3/3/2025		Attendance	I reached out to the student due to their frequent absences and offered help if possible.
3/3/2025		Attendance	[redacted] has moved from Yuba City to Marysville. They are awaiting their site transfer so they can take their classes regularly.
3/3/2025		Attendance	[redacted] has moved from Yuba City to Marysville. They are awaiting their site transfer so they can take their classes regularly.
3/3/2025		Attendance	He's waiting for his diploma since he has already graduated". "
3/3/2025		Attendance	I contacted the student, and he plans to continue attending school and pursuing his high school diploma. He was unable to attend for the past two weeks due to being out of state for personal reasons.
3/3/2025		Attendance	Student said she has been working and will come tomorrow 3/4/2025
3/3/2025		Attendance	I reached out to the student due to their frequent absences and offered help if possible.
3/3/2025		Attendance	She has transportation problems but said she will practice all possibilities to be present in her classes until her transportation issue is resolved.

[redacted]	[redacted]		
3/3/2025		Attendance	I reached out to the student and informed them about the 10-day attendance rule due to their frequent absences and offered help if possible. They replied they will return to class today.
3/4/2025		Attendance	I spoke with [redacted] yesterday 3/3/2025, he said he will return to school 3/4/2025 but he did not show up today.
3/4/2025		attendance	Student showed up today (from disenrollment list), so I explained our attendance policies to them once again.
3/4/2025		Attendance	Student will return to school tomorrow. 3/5/2025
3/4/2025		Attendance	Student informed us that she is sick and wouldn't be able to come to class this week.
3/5/2025		Attendance	Called student regarding her LOA, her husband said she will attend the class no need for LOA at the moment.
3/5/2025		Attendance	LM about attendance and check in
3/5/2025		Attendance	Called the student and spoke with her husband who spoke English well. He said, that his wife prefers to take online classes due to lack of transportation and long distance. I gave him Highlands main phone number so they can call and register for the online classes.
3/5/2025		Attendance	I reached out to the student and encouraged more consistent attendance.
3/5/2025		Attendance	Spoke to student regarding lack of attendance. Student said that he works.Offered pm classes as an option. Student will consider and get back to me.
3/5/2025		Attendance	I reached out to the student and encouraged more frequent and consistent attendance.
3/5/2025		Attendance	I reached out to the student and encouraged more frequent and consistent attendance.
3/5/2025		Attendance	Emailed attendance proof letter
3/5/2025		Attendance	Emailed attendance proof letter
3/6/2025		Attendance	Student have not responded to text or calls, Left a Voicemail on 3/04/2025
3/6/2025		Attendance	The student is dealing with medical issues. She might be absent for a while.
3/6/2025		Attendance	No answer via text or phone call, left Voicemail.
3/6/2025		Attendance	The student has a temporary transportation problem as her husband can't drive her now. Their car needs repairs and there's no bus connection from where they live to school. She has health issues and is unable to drive.
3/6/2025		Attendance	Phone number is disconnected.
3/6/2025		Attendance	No Answer, left Voicemail.
3/7/2025		Attendance	The following student has a health issue and is under a doctor's treatment. As soon as she feels better, she will return.
3/7/2025		Attendance	The student is currently pregnant but she will try to come more regularly.
3/7/2025		Attendance	This student doesn't answer her phone when I have called and won't return my calls when I leave a voicemail.
3/7/2025		Attendance	This student moved to Salinas on 02/28/2025 and will no longer be able to join class.
3/7/2025		Attendance	I called her and she said that she's coming in today.

3/7/2025	[redacted]	attendance	The student informed me that she attended classes this week. Detailed information about the attendance policy was provided.
3/10/2025	[redacted]	Attendance	Per student can only attend class Mondays and Tuesdays due to work. Will not be able to attend 3/11/25 due to home inspection.
3/10/2025	[redacted]	Attendance	The student is sick. Her daughter brought to us an emergency room notice.
3/10/2025	[redacted]	Attendance	Emailed the student on 03/10/2025, waiting for his response regarding his attendance and lack of any quiz submissions. For the entire month, the student was present only four times, and no homework was submitted. Student came to sign at 1:30pm and wanted to leave right away. I asked him to watch the attendance video and discussed it with him after. He told me the only reason why he is a student at our school is because of the school phone. He stated he is unable to attend class because of his job. He said he would try to come to class once or twice a week, because he really needs his phone. On a side note, this was the first time I have had an interaction with this student, and he is definitely not in the correct level. His English is excellent, and I think he should probably be in the Bridge level.
3/10/2025	[redacted]	Attendance	Provided information regarding attendance reporting to DHA.
3/10/2025	[redacted]	Attendance	The student got ill. She hopes to return soon.
3/10/2025	[redacted]	Attendance	The student has a physical problem and can't attend class regularly. Student's husband has been signing for her. This was addressed today by [redacted], and I was instructed to change the attendance to A. Student's husband ([redacted]) stated that they have a young child, and that [redacted] is unable to attend class. He is requesting LOA. I am sending the request to enrollment.
3/10/2025	[redacted]	Attendance	Per student is absent 3/10/25 due to children illness.
3/11/2025	[redacted]	Attendance	Provided information about the process for reporting attendance to DHA.
3/11/2025	[redacted]	Attendance	Student was transferred out on the 9th. Student was transferred back in today. Added attendance and credit based courses
3/11/2025	[redacted]	Attendance	The student is sick and will attend the class when she feels better.
3/12/2025	[redacted]	Attendance	Student let me know he is moving to Colorado for work. Wife will return his phone soon.
3/12/2025	[redacted]	Attendance	I reached out to the student to inform them about the EL Civic test and encouraged them to be present in class.
3/12/2025	[redacted]	Attendance	I reached out to the student again, they stated they will return to class today.
3/12/2025	[redacted]	Attendance	I reached out to the student for El Civic test and encouraged them to come to class, no response but I left a text message.
3/12/2025	[redacted]	Attendance	I reached out to the student to inform them about the El Civic test and encouraged them to be present in class.
3/12/2025	[redacted]	Attendance	I reached out to the student to inform them about the El Civic test and encouraged them to be present in class.
3/12/2025	[redacted]	Attendance	I reached out to the student to inform them about the El Civic test and encouraged them to be present in class.
3/12/2025	[redacted]	Attendance	I reached out to the student to inform them about the El Civic test and encouraged them to be present in class.

[redacted]			
3/12/2025	[redacted]	Attendance	I reached out to the student to inform them about the El Civic test and encouraged them to be present in class.
3/12/2025	[redacted]	Attendance	I reached out to the student to inform them about the El Civic test and encouraged them to be present in class.
3/12/2025	[redacted]	Attendance	I reached out to the student to inform them about the El Civic test and encouraged them to be present in class.
3/12/2025	[redacted]	Attendance	Reached out to student about absences. Student wants to be placed on LOA/ dropped. Student has a lot of work and wants to spend time with newborn baby. Would consider coming to class in a couple of months.
3/12/2025	[redacted]	Attendance	I reached out to the student to inform them about the El Civic test and encouraged them to be present in class.
3/12/2025	[redacted]	Attendance	I reached out to the student to inform them about the El Civic test and encouraged them to be present in class.
3/13/2025	[redacted]	attendance	The student informed me that she would be absent due to a medical surgery.
3/14/2025	[redacted]	Attendance	The student said that she will be absent next week 03/17-03/21.
3/17/2025	[redacted]	Attendance	Student will attend class tomorrow. (03/18/2025)
3/17/2025	[redacted]	Attendance	Left student a voicemail/text.
3/17/2025	[redacted]	Attendance	Called student, wrong number.
3/17/2025	[redacted]	Attendance	Student will try to attend class this week, but student kids are off for spring break so possibly next week.
3/17/2025	[redacted]	Attendance	Left student a voicemail and text message.
3/17/2025	[redacted]	Attendance	Student called and let us know that she will be attending class from tomorrow.
3/17/2025	[redacted]	Attendance	Student called in that he received an email that he was absent for 2 days, he stated that: he can't attend school for the whole week because he is suffering from some kind of condition, he will attend as much as he can. Student can provide a note from his doctor as well if needed.
3/17/2025	[redacted]	Attendance	Provided attendance requirements and update
3/17/2025	[redacted]	Attendance	Reviewed student's status for Unitek MA. Was informed by principal that student withdrew from the program. PC updated data sheet, emailed counselor to remove student from all related courses (attendance).
3/18/2025	[redacted]	Attendance	I called the student to inform her about the attendance rule and to encourage frequent attendance. She stated that she is very sick currently and will return to class as soon as she feels better.

			Missed 8 consecutive days again. Contacted the student via email: Hello [redacted], I hope you're doing well. I wanted to reach out regarding your attendance in the trucking program. You have missed eight consecutive days, and according to school policy, this may result in being dropped from the program. If you are currently facing any hardships or health issues, I encourage you to speak with your counselor about the possibility of a Leave of Absence (LOA) and inform us accordingly. If you are still interested in continuing the program and obtaining your CDL with us, your attendance and commitment are essential. You are required to be at school five days a week from 8:30 AM to 3:45 PM and actively make progress to remain in good standing. Please let us know how you would like to proceed. I look forward to your response. Best regards,
3/18/2025	[redacted]	Attendance	Student contacted us and stated that his work schedule has been changed for this week and he is not able to make to to school for the rest of the week. But he is going to attend school next week.
3/19/2025	[redacted]	Attendance	Student mentioned that she has not attended class due to a medical reason.
3/19/2025	[redacted]	ATTENDANCE	[redacted] came in and was concern about her name on the attendance sheet I told her I will speak with a counselor about her situation.
3/20/2025	[redacted]	Attendance	The student approached me today and told that he will be out of school for several days. He was very stressed and it sounded like it's his family emergency.
3/20/2025	[redacted]	Attendance	The student attended class today after a re-engagement call. She told us that due to her child, she can't attend her class regularly and she requested to transfer to CICA. Our principal, Jonathan talked to her and she will wait for the transfer process to CICA.
3/20/2025	[redacted]	Attendance	The student has been absent for 11 consecutive days and has not responded to the previous email. I contacted him by phone today, and he stated that he has been experiencing car issues. He intends to return either tomorrow (Friday) or Monday.
3/21/2025	[redacted]	Attendance	She has been sick and at home. She will try to come to class next week.
3/21/2025	[redacted]	Attendance	She told me she was busy but she would try to make it next week.
3/21/2025	[redacted]	Attendance	She will be out of school for a while.
3/21/2025	[redacted]	Attendance	He has been working but will try to come to class more frequently.
3/21/2025	[redacted]	Attendance	This student moved to Salinas and can no longer attend class.
3/24/2025	[redacted]	Attendance	The student came today to school and said that his son passed away. He will be absent from school for several more days.
3/24/2025	[redacted]	Attendance	Student called regarding to his class transfer, I let him know that he has been missing classes for more than 10 days in a row, there is a high chance he is going to get disenrolled if he does not attend class as soon as possible.
3/24/2025	[redacted]	Attendance	Student called about communication sent to her regarding absence. Informed student this was sent in error and to disregard.

[redacted]			
3/24/2025		Attendance	Student called in and let us know that he is taking psychotropic medications and been under alot of stress, that is why he can't attend classes more often. I encouraged him to attend as soon as possible so he does not get disenrolled.
3/24/2025		Attendance	The student is waiting from the County for the childcare opening for her one year child and doesn't know when she will be able to attend her English classes.
3/25/2025		Attendance	Student came in demanding his wife be placed on the roster. He was told that last week he was present but not his wife and he is not allowed to sign for anyone else but themselves. He became aggressive demanding to see attendance sheets and to speak with the principal. We called our principal Sabrina and she spoke to him. Student left abruptly and threatened to go to court.
3/25/2025		Attendance	Spoke with the student today @ 3:18pm. Student asked me to ok his wife's absences so that she can be re-enrolled. Student was informed that his wife has to be present to sign for attendance or she will be considered absent. Student was upset and very disrespectful. Student hung up the phone on me and left the campus.
3/26/2025		Attendance	The student will be absent 3/27 and 4/9 due to physical therapy appointments.
3/26/2025		Attendance	The student will try to come in when he can.
3/26/2025		attendance	Student continues to sign and leave. We have explained the attendance policy multiple times now, and offered him solutions so he can attend school. He has refused all offered solutions and suggestions, and is continuing his behavior. Per Jonathan's instructions, I am marking him absent.
3/26/2025		attendance	The student was very upset that he was transferred out. He stated he wasn't properly informed about the current rules regarding attendance and the necessity to return to school on Friday to avoid disenrollment. I did my best to calm him down and explained the new attendance policy one more time. He hopes he can be enrolled back in the near future.
3/27/2025		Attendance	student had concerns about be dropped due to Asher building problems and her mini vacation, called to discuss, no answer lvm
3/27/2025		Attendance	The student signed in to PR1 right before the break and left. Didn't take any assignment, nor did he demonstrate any completed homework.
3/28/2025		Attendance	The student called to see if she needs to attend the class on March 31. We also discussed with her the importance of attendance.
4/1/2025		Attendance	Student informed me that she is moving to Colorado. She left last Friday 3/28. Student would like to be dropped.
4/2/2025		Attendance	Called student in regards to attendance. Student let me know her aunt that raised her is very ill. The doctors don't give her aunt much hope to be better and she would like to spend the last days with her aunt in Reno. Student would like to be placed on LOA.
4/3/2025		Attendance	Student let me know she has had COVID since Monday 3/31. Plans to return to class once she is negative.
4/3/2025		Attendance	Student informed me a family member passed away and he is out of town. He will return to class on Monday 4/7.
4/3/2025		Attendance	Student let me know his work schedule has changed. He can only attend every Thursday for this month. Will ask for a schedule change soon.
4/3/2025		Attendance	Student reached out and told me they changed his work schedule. He will only be able to attend two days a week. He will come on Monday 4/7
4/3/2025		Attendance	Students child is in the hospital. Please do not drop
4/4/2025		Attendance	She has been working but is will be able to come today.

[redacted]	[redacted]		
4/4/2025		Attendance	The student did not answer my call. I left a voicemail.
4/4/2025		Attendance	Left a voicemail.
4/4/2025		Attendance	The student is out due to medical issues.
4/4/2025		Attendance	Her family is sick, and she is also taking care of her youngest who doesn't go to school yet. As of now she is LOA
4/4/2025		Attendance	She and her family are sick.
4/4/2025		Attendance	Left a voicemail.
4/4/2025		Attendance	She can't attend class at Marysville and is waiting to be accepted into the Yuba City class.
4/4/2025		Attendance	She can no longer attend this school. Please remove her.
4/7/2025		Attendance	[redacted] has been in a car accident. Due to her injuries, she is not able to attend school for a couple of days.
4/8/2025		Attendance	Called the student, she said that her child is sick and she will come to school after the spring break on April 21st.
4/8/2025		Attendance	Called the student, no answer and sent a text regarding joining our classes.
4/8/2025		Attendance	Called the student, no answer, and sent the text regarding joining the classes.
4/8/2025		Attendance	Called the student, no answer, and sent the text regarding joining our classes.
4/8/2025		Attendance	The student came signed and left without confirming with the teacher or para about going, so the teacher didn't give him the attendance for 4/7-4/8/2025. I called him and let him know that he has to let us know.
4/8/2025		Attendance	Student continues to sign and leave. Per my principal, I am marking him absent.
4/8/2025		Attendance	Called the student and sent the text. The student replied in text that he will join the classes soon.
4/9/2025		Attendance	The student will travel to New York on April 23th and will return on May 23th.
4/9/2025		Attendance	The student has missed 8 consecutive days, including his scheduled testing day, which is required to move him on to the next part of the course.
4/9/2025		Attendance	Called student. No answer. LVM. Student texted back saying that she was stressed with life but will be in 4/9. Unfortunately student has not shown up. Student is aware of attendance policy/LOA process but has not expressed a need for one. She has not made attendance since 3/24/25.
4/11/2025		attendance	[redacted] comes early in the morning to pick up her work, but is not able to attend more than one hour at a time due to her schedule of classes at Yuba College which will lead to an Early CHildhood certificate of one kind.
4/11/2025		attendance	[redacted] cannot usually attend for more than one hour and seldom because she is taking classes at Yuba C College toward an Early CHildhood certificate. Her writing and grammar and vocabulary progress, but listening and speaking need more attendance. A very serious student. C [redacted] 4/11/25

[redacted]	[redacted]		[redacted] gets her work from her mother-in-law, [redacted], almost daily. She does the work and is progressing in vocabulary and grammar but needs to have more listening and speaking, as she knows. the problem is
4/11/2025		attendance	CHILDCARE at home. C Giraro 4/11/25
4/11/2025		Attendance	Student said she would be in today 4/11. No show.
4/11/2025		attendance	[redacted] works 3 days a week at a restaurant in the morning. He is also about to have an eye procedure. He is very regular in attending at least once a week and getting his homework. CGiraro 4/11/25
4/11/2025		attendance	[redacted] is pregnant and has five children at home. She has been less able to attend during her pregnancy. C Giraro 4/11/25
4/11/2025		attendance	[redacted] has a seriously ill husband with issues approaching dementia. She often has to stay with him. CGiraro 4/11/25
4/11/2025		Attendance	She has difficulty understanding me but she told me she has to care of her family.
4/11/2025		attendance	This student has never attended my class. I will keep trying to reach him this week of break. C GIraro 4/11/25
4/11/2025		attendance	[redacted] has never attended my class. I will try to reach her during break. C Giraro 4/11/25
4/21/2025		Attendance	Per student will be absent 4/22-5/7 due to travel and informed office- see note below.
4/22/2025		Attendance	I left a voicemail for the student to check on her attendance.
4/22/2025		Attendance	Student will be out April 18-26. Will be back in class on April 28th.
4/22/2025		Attendance	Student has been struggling to make attendance due to pregnancy/health related complications. I asked if she wanted to consider taking LOA to prevent being dropped for lack of attendance. She said she'll try and come in this week, if not then likely will go on LOA. CICA had been discussed multiple times in the past but she always chooses not to in the end.
4/22/2025		Attendance	I contacted the student to check on her attendance. Her voicemail is full, I was unable to leave a voicemail.
4/22/2025		Attendance	Student notified that she is not feeling well and will likely be in at the end of the week.
4/23/2025		Attendance	Student came to class and let me know she would like to be dropped from school. The student is traveling overseas and does not plan to return. Student brought their school issued phone.
4/24/2025		attendance	The student informed that his wife is in the hospital for a few days, and he won't be able to come to class for a few days.
4/24/2025		Attendance	[redacted] husband called me and told me her car had been stolen. He let me know that was the reason she has not come to class since Monday. Hopes to come to class tomorrow 4/25
4/25/2025		Attendance	She is currently enrolled in a college class which makes it difficult for her to stay here in the mornings and evenings. She does however, pick up homework.
4/25/2025		Attendance	She underwent surgery and will have to stay home for a couple of days.
4/25/2025		Attendance	Marysville district had their spring break last week for which she had to stay home with her child.
4/25/2025		Attendance	He has been working and taking care of his daughter.

[redacted]			
4/25/2025	[redacted]	Attendance	She tries to come when she can, but her schedule is busy because she takes care of her babies. Her mother-in-law does take her worksheets from class so she doesn't fall behind.
4/25/2025	[redacted]	Attendance	He's just waiting for his diploma.
4/25/2025	[redacted]	Attendance	Marysville district had their spring break last week for which she had to stay home with her child.
4/25/2025	[redacted]	Attendance	Marysville district had their spring break last week for which she had to stay home with children.
4/25/2025	[redacted]	Attendance	SHe is currently in and out because she is pregnant.
4/25/2025	[redacted]	Attendance	She is in Mexico and will be back soon.
4/25/2025	[redacted]	Attendance	Student has medical issues that cause absences.
4/25/2025	[redacted]	Attendance	Most times she stays home to take care of her ill husband. Therefore she can't come to class as often.
4/25/2025	[redacted]	Attendance	Marysville district had their spring break last week for which she had to stay home with her children.
4/25/2025	[redacted]	Attendance	Marysville district had their spring break last week for which she had to stay home with her child.
4/25/2025	[redacted]	Attendance	She wasn't able to come to class because of many personal reasons.
4/25/2025	[redacted]	Attendance	Marysville district had their spring break last week for which she had to stay home with her child.
4/25/2025	[redacted]	Attendance	She has been waiting to be enrolled at the Yuba City Class.
4/25/2025	[redacted]	Attendance	She has been working.
4/28/2025	[redacted]	Attendance	The student is worried about her attendance. She has a newborn and is also undergoing some medical treatment. I explained to her that she may be eligible for an LOA if she can provide us with a doctor's note.

[redacted]

4/29/2025	Attendance	He has been working but will try to come to class.
4/30/2025	Attendance	Student is having car troubles. May not be in attendance for the week. Doesn't feel safe in public transport.
5/1/2025	attendance	The student notified me that she has missed classes due to medical conditions.
5/2/2025	Attendance	The student was hospitalized at UC Davis Hospital from 04/13/25 to 04/18/25.
5/5/2025	attendance	On Friday 5/2/25 I caught [redacted] signing the attendance sheet for her husband, [redacted], who was absent that day. I immediately addressed it with her. She said she understood, and that it wouldn't happen again. [redacted] had done the same thing the day before, where he signed for his wife Aidai, who wasn't there that day, Thu 5/1/25.
5/5/2025	Attendance	Student continues to sign and leave immediately. I continue to mark him absent. He's been talked to many times regarding attendance expectations.
5/8/2025	Attendance	Student let us know they will be absent for a week due to illness
5/8/2025	attendance	Student emailed me today to inform me that she has not been able to go to school because her granddaughter's babysitter got sick and she is taking care of her these days and for the rest of the week.
5/9/2025	Attendance	[redacted] messaged me and let me know he and his wife have dentist appointments today 5/9. They will not be able to come to class.
5/9/2025	Attendance	[redacted] husband messaged me and let me know he and his wife have dentist appointments today 5/9. They will not be able to come to class.
5/9/2025	Attendance	Student will be absent for a week due to work
5/12/2025	Attendance	sent an email to the enrollment team asking if he is eligible to rejoin, and requested that he be added to my roster if approved.
5/13/2025	Attendance	Student can't attend today because they feel sick.
5/13/2025	Attendance	Student can't attend today because they feel sick.
5/13/2025	Attendance	Student responded once on 4/23 saying that he was working and would call me back. Never received a response/return call since. No attendance since his return from LOA.
5/13/2025	attendance	Student messaged me that she was not in class yesterday and will not be in class today due to family emergencies. I reminded her of the attendance policy.
5/13/2025	Attendance	Student is sick and would not be able to attend class today and tomorrow.
5/13/2025	Attendance	[redacted] informed me that her mom had a stroke a few weeks ago and she has been absent due to family care. She will not be able to attend school for the rest of the school year, but does not want to be dropped from HIghlands.
5/13/2025	Attendance	I met with the student to discuss her attendance concerns. I explained the new school policies. She cannot stay in class for even 15 minutes due to her newborn baby. The student is interested in transferring to CICA.
5/14/2025	Attendance	The student let us know today that she will soon be on maternity leave. I informed Enrollment and SOR teams.

[redacted]			
5/14/2025		Attendance	The student called to let us know she was out due to the flu. She was advised to set an LOA before hand. She was informed she must come to class before hitting her 10th absence.
5/14/2025		attendance	Student emailed me today to inform me that her son passed away on 5/10/25 and she will not be able to attend school for a while. SIT referral submitted today. I will ask student if she would like to request a LOA.
5/15/2025		Attendance	Student came in at 12pm, 5 minutes after PR2 had ended (today is Thursday, so early release schedule). He grabbed a worksheet and sat down. I told him it was lunch break, so I wasn't able to give him attendance for time spent outside of class periods. He said 'no problem'. When I came back from lunch at 12:25pm, he was gone. Logging this in case he complains about not receiving attendance for today 5/15. He was not present during any class periods.
5/15/2025		Attendance	Student came in at around 10:20 am and demanded to sign. Both Fatemeh and I reminded her of the attendance policy. [redacted] was not happy with that answer and told me she needed to sign and leave because she had an appointment. I firmly told her no, and that rules are rules - there are no exceptions. She stayed for a few minutes after that, and left my classroom without signing at 10:30 am.
5/16/2025		Attendance	Student arrived yesterday for class at 2:00 pm. I advised student that the final class period ends at 2:05 and that she would not meet the minimum 15 min. attendance now being enforced school wide. Student became agitated and returned to the class after 2:05 pm demanding entry. She was advised that the classroom was closed per the bell schedule.
5/16/2025		Attendance	Student let me know he has been busy with work. Plans to come to class next week at least 3 days a week.
5/16/2025		Attendance	Student won't be able to attend class due to sickness
5/16/2025		Attendance	The student informed me she would be out of town for one week, from 5/19/ 25 to 5/23/25.
5/19/2025		Attendance	Student signed-in with the wrong time and attempted to sign-in for another student. I gave a verbal warning and reminded him that this is a violation of school policy. I also reinforced the importance of accurate attendance and the school's attendance requirements.
5/19/2025		Attendance	Student has been told that he needs to stay 15 minutes for attendance to be counted. This is the third day in a row student had left before then.
5/19/2025		Attendance	Student has an appointment today and wouldn't be able to attend class.
5/20/2025		Attendance	Student has to quarantine till 05/27/2025 because she has exposed to Covid-19.
5/20/2025		Attendance	Student has to quarantine till 05/27/2025 because he has been exposed to Covid-19.
5/20/2025		Attendance	Student can't attend class today, his son is sick and has to take care of him.
5/21/2025		Attendance	The student traveled to their country on may 21, 2025. I have already emailed the enrollment office and included two attachments showing the boarding pass.
5/21/2025		Attendance	Student came in period 3 today and let me know that she was absent the last couple days because she was hospitalized due to an allergic reaction to shrimp.
5/21/2025		Attendance	The student is aware of the 15-minute attendance policy but falsified his sign-in time and did not remain in class.

5/22/2025	[redacted]	Attendance	Student was not present and did not sign out.
5/22/2025	[redacted]	Attendance	Did not sign out & did not stay for required 15 min minimum.
5/23/2025	[redacted]	Attendance	Student can't come to class today because they are sick.
5/23/2025	[redacted] I	Attendance	The student is aware of school policies and in-class expectations but has no time to stay for 15 minutes. His teacher will mark him absent for 05/23.
5/23/2025	[redacted]	Attendance	Student can't come to class today because they are sick.
5/27/2025	[redacted]	Attendance	The student hospitalized for three days from May 24 to May 26, 2025 and they were recommended for three more days to recover.
5/28/2025	[redacted]	Attendance	Student has not been able to come to class because of work and he got married this past weekend. Plans to return Monday June 2nd
5/30/2025	[redacted]	Attendance	Student signed in for her attendance shift in Caresa Boyd's class but left shortly afterward due to her child being sick and unable to remain in child care. She brought the child with her; however, I informed her that children are not allowed in the classroom. I also explained our policy requiring students to be present for a minimum of 15 minutes in class to receive attendance credit. The student acknowledged and understood the policy.
6/2/2025	[redacted]	Attendance	Teacher had a phone conversation with the student. She was absent in the class on 06/02/25, however, her name was added to the attendance form by some other individual. Student was additionally informed that it's not permissible to be falsely recorded into class in their absence by another individual.
6/2/2025	[redacted]	Attendance	The student called to let us know they have been absent due to illness, and should be here tomorrow
6/3/2025	[redacted] I	Attendance	Student called to check if he can still come to class after his wife recovery. I asked him to start classes as long as he is still under the teacher roster.
6/3/2025	[redacted]	Attendance	Per student was absent 6/2/25 due to had to take wife to doctor's appointment.
6/3/2025	[redacted]	Attendance	Per student was absent 6/2/25 due to medical appointment.
6/3/2025	[redacted]	Attendance	Student texted on 6/3 at 12:21AM that she thinks she's having a stroke and will not be able to come in this week. I asked if she would need to consider taking a LOA to focus on her health (and considering she has poor attendance/progress). No response yet.
6/11/2025	[redacted]	Attendance	Student called on the main line to notify that she will be absent during the week due to taking care of her daughter, who got sick.
6/13/2025	[redacted]	Attendance	The student was absent on Jun 11, 2025. We submitted the doctor's note to HCCTS Enrolment on Jun 12, 2025, to maintain the student's attendance record.
6/20/2025	[redacted]	Attendance	Student won't be able to attend class due to sickness
6/23/2025	[redacted]	Attendance	I was notified by [redacted] aide that she will be out for the remainder of the 24-25 school year due to mental health concerns.
6/24/2025	[redacted]	Attendance	The student is sick today Jun 24,2025 and doctor's note shows that student will be able to return to school on Jun 30, 2025.
6/24/2025	[redacted]	Attendance	Student was not present but sign in sheet had student signature and sign in time of 9:00 am. Student sign out time and initials were indicated 12:00 pm but was also marked without the student being present. Accordingly the student was marked absent for the day.

6/26/2025	[redacted]	Attendance	Student wouldn't be able to attend class today.
6/30/2025		Attendance	The student texted wondering how many days she attended school in June. I provided her with that information, emphasizing that she was present only during the first period of the three required, so I'm not able to provide her with any information related to the reporting of her attendance. I also provided the student with the phone number of the main line in case she has additional questions.
8/28/2024		attendance - teacher	Send email to teacher to update students attendance because PS is not reflecting the days that she was in class.
8/15/2024		Attendance + attempt 2	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. No response. Phone still off. Sent email.
8/15/2024		Attendance + progress	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands. Work schedule is constantly changing. He is finished with core HS curriculum and is working on completing WFR before deciding on a CTE.
8/15/2024		Attendance + progress	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. Student understands. Finishing up his WFR credits and still deciding if he wants to do CTE or just receive his diploma.
12/3/2024		Attendance + Progress	Student has not come in since before and after my return. I called this morning but no answer. LVM. She does have a lot going on and I've suggested that we can consider a LOA and revisit what some options can be at a later time to best support her. No response regarding that either.
6/6/2025		Attendance + progress	Student was added to classes for elective credits but has not made any progress. Last conversation he didn't seem happy about the next steps for him to receive his diploma but it's hard to get into contact with him because he does not answer his phone/turn his phone on. It is hard to get through to him because he doesn't seem to want to be involved and replies with one worded answers in person.
6/12/2025		Attendance + Progress	Student still has not made any progress with classwork and attendance. He comes into class at least once almost every 10ish days to avoid being dropped but does not communicate outside of that. I sent re-enrollment form and though he did not respond, he did complete it.
8/15/2024		Attendance + updates	Contacted student and reiterated the attendance policy and risk of being dropped for lack of. No response. Student was officially sent info to start PF iCEV on 8/13. No response.
2/21/2025		Attendance 2/21	Student came in and apologized for having his phone off. He said he was going through a lot of problems and was very apologetic. I just let him know I was happy to see that he was safe and offered support. He was open to receiving support.
9/30/2024		attendance and academic progress	
3/4/2025		Attendance and class participation	Student hasn't attended class since I took over this class. I have no work samples for him. He shows up before 8:30am to sign and then he leaves immediately after. Today I made him watch the Highlands attendance video that was released yesterday. I asked if he understood, he said yes, signed, and left.
3/4/2025		Attendance and class participation	Student hasn't attended class since I took over this class. I have no work samples for him. He shows up before 8:30am to sign and then he leaves immediately after. Today I made him watch the Highlands attendance video that was released yesterday. I asked if he understood, he said yes, signed, and left.

[redacted]	[redacted]		
3/4/2025		Attendance and class participation	Student hasn't attended class since I took over this class. I have no work samples for him. He shows up before 8:30am to sign and then he leaves immediately after. Today I made him watch the Highlands attendance video that was released yesterday. I asked if he understood, he said yes, signed, and left.
3/20/2025		Attendance and LOA	Provided information about the attendance policy and the requirements for the LOA.
11/19/2024		Attendance and Support	On 11/19/2024 noted that [redacted] has a new baby.
9/10/2024		Attendance and transferred out	Student inquired why was she no longer accepted in class. She said she had been signing her attendance by hand.
9/24/2024		Attendance and transferred out	Connected with student. Student explained her case, she is still going to class. Emailed enrollment
9/12/2024		attendance automatically sent to DHA	Their attendance was submitted automatically through our DHA monthly report.
9/6/2024		Attendance Call	was unable to reach him, so left a voice message about his attendance.
9/6/2024		Attendance Check In	Reached out to student to see if she's okay as she's been absent a few days. She shared that she has been ill. Student has ongoing health issue that she has been dealing with the last year.
2/20/2025		Attendance Expectations	Email was sent to student regarding his wife signing for him and attendance expectations. Principal C.C. was cced in the message.
2/20/2025		Attendance Expectations	Email was sent to student regarding signing for her husband and attendance expectations. Principal C.C. was cced in the message.
2/20/2025		Attendance Expectations	Spoke with student about how she is doing, she seems stressed and her attendance is only 1 day a week. After speaking I think she might need additional support and submitted SIT referal.
2/6/2025		Attendance Follow up	The student has been contacted and confirmed they will return to class on Monday, February 10.
2/6/2025		Attendance Follow up	The student has been contacted and confirmed that he is no longer interested in continuing their education with HCCS. The main campus address has been provided for returning the school-issued devices.
2/6/2025		Attendance Follow up	The student has been contacted and is no longer interested in HCCTS classes. They mentioned giving their phone to a friend who is in UK, and will return the phone once he receive it.
2/6/2025		Attendance Follow up	The student was contacted as part of the re-engagement process, but they did not answer. I left a voicemail and sent a text message.
2/6/2025		Attendance Follow up	The student was contacted as part of the re-engagement process, but they did not answer. I left a voicemail and sent a text message.
2/6/2025		Attendance Follow up	The student has been contacted and confirmed they will return to class on Monday, February 10.
2/6/2025		Attendance Follow up	The student has been contacted and is no longer interested in HCCTS in-person classes. However, they will be interested in continuing if they can transfer to CICA.
2/6/2025		Attendance Follow up	The student was contacted as part of the re-engagement process, but they did not answer. I left a voicemail and sent a text message.
2/6/2025		Attendance Follow up	The student was contacted as part of the re-engagement process, but they did not answer. I left a voicemail and sent a text message.
2/6/2025		Attendance Follow up	The student has been contacted and confirmed they will return to class on Monday, February 10. However, per the student's saying their name is not on the attendance roster.
2/6/2025		Attendance Follow up	The student has been contacted. They have already completed their English classes and are waiting for the HCCS to contact them and determine their US history teacher. They also confirmed their return to school on Wednesday, February 12.

[redacted]	[redacted]	Attendance	The student has been contacted and confirmed they will return to class on
2/6/2025		Follow up	Monday, February 10.
		Attendance	The student was contacted as part of the re-engagement process, but they
2/6/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student has been contacted and confirmed they will return to class on
2/6/2025		Follow up	Monday, February 10.
		Attendance	The student can't attend the HCCS in-person classes, but they are still
2/6/2025		Follow up	interested in pursuing their education if they can transfer to CICA.
		Attendance	The student has been contacted and is no longer interested in HCCTS in-
2/6/2025		Follow up	person classes.
		Attendance	The student has been contacted and is no longer interested in HCCTS in-
2/6/2025		Follow up	person classes.
		Attendance	The student was contacted as part of the re-engagement process, but they
2/6/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student has been contacted and is no longer interested in HCCTS in-
2/6/2025		Follow up	person classes.
		Attendance	The student was contacted as part of the re-engagement process, but they
2/6/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student has been contacted and is no longer interested in returning.
2/6/2025		Follow up	They stated that the school-issued phone was lost.
		Attendance	The student was contacted as part of the re-engagement process, but they
2/6/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student attended their appointment and was assisted with completing
2/12/2025		Follow up	the Uber Eat application.
		Attendance	The student has been contacted as part of the re-engagement process.
2/19/2025		Follow up	They cannot come to school until next Friday, February 26.
		Attendance	The student has been contacted. They mentioned that they have been attending class regularly, including yesterday, and were on their way to
2/19/2025		Follow up	class while speaking with me.
		Attendance	
2/19/2025		Follow up	The student didn't answer. Left a VM and sent a text message.
		Attendance	
2/19/2025		Follow up	Didn't answer the phone, so I left a VM and sent a text message.
		Attendance	The student was disenrolled from the class due to attendance fraud and school attendance policy violation, and according to the PS log entry, the
2/19/2025		Follow up	issue was reported by their teacher in December.
		Attendance	
2/19/2025		Follow up	The student didn't answer, so I left them a VM and sent a text message.
		Attendance	
2/19/2025		Follow up	Didn't answer the phone, so I left a VM and sent a text message.
		Attendance	The student moved to Roseville and no longer attends their in-person class, so they are waiting for CICA to call them for onboarding. However,
2/19/2025		Follow up	the CICA registration link was shared.
		Attendance	
2/19/2025		Follow up	The student has already returned to school.
		Attendance	
2/19/2025		Follow up	The student has already returned to school.
		Attendance	The student work schedule conflicts with the PM shift, so they already requested to be transferred to the AM shift, and they are still waiting for
2/19/2025		Follow up	approval.
		Attendance	
2/19/2025		Follow up	The student will return to school by Friday, February 21.
		Attendance	
2/19/2025		Follow up	The student will return to school by Thursday, February 20.
		Attendance	
2/19/2025		Follow up	The student will return to school today Wednesday, February 19.
		Attendance	
2/19/2025		Follow up	The student will return to school by Thursday, February 20.
		Attendance	The student didn't answer the phone, so I left a VM and sent a text
2/19/2025		Follow up	message.
		Attendance	The student didn't answer the phone, so I left a VM and sent a text
2/19/2025		Follow up	message.

[redacted]	[redacted]	Attendance	The student didn't answer, so I left them a VM and sent a text message
2/19/2025		Follow up	explaining the HCCS attendance policy.
		Attendance	The student didn't answer, so I left them a VM and sent a text message
2/19/2025		Follow up	explaining the HCCS attendance policy.
		Attendance	The student has enrolled in college and is no longer interested in continuing their HCCS classes at this time. Therefore, they were advised
2/19/2025		Follow up	to return all the school-issued technology to our main campus (Grand_.
		Attendance	The student didn't answer, so I left them a VM and sent a text message
2/19/2025		Follow up	explaining the HCCS attendance policy.
		Attendance	
2/19/2025		Follow up	The student is no longer interested in attending their HCCS classes.
		Attendance	
2/19/2025		Follow up	The student will return to school by Friday, February 21.
		Attendance	The student has already completed the CICA enrollment process and is
2/19/2025		Follow up	awaiting their orientation to start their class.
		Attendance	
2/19/2025		Follow up	The student will return to school by Friday, February 21.
		Attendance	The student didn't answer the phone, so I left them a VM and sent a text
2/19/2025		Follow up	message explaining the HCCS attendance policy.
		Attendance	
2/19/2025		Follow up	The student will return to school today Wednesday, February 19.
		Attendance	The student is no longer interested in attending their HCCS classes. The student was advised to return the school-issued technology at our main
2/19/2025		Follow up	campus (1333 Grand Ave)
		Attendance	The student didn't answer the phone, so I left them a VM and sent a text
2/19/2025		Follow up	message explaining the HCCS attendance policy.
		Attendance	The student didn't answer the phone, so I left them a VM and sent a text
2/19/2025		Follow up	message explaining the HCCS attendance policy.
		Attendance	The student work schedule conflicts with the AM shift, so they will attend their class by this Friday, February 21 to request to be transferred to the
2/19/2025		Follow up	PM shift.
		Attendance	The student didn't answer the phone, so I left them a VM and sent a text
2/19/2025		Follow up	message explaining the HCCS attendance policy.
		Attendance	The student didn't answer the phone, so I left them a VM and sent a text
2/19/2025		Follow up	message explaining the HCCS attendance policy.
		Attendance	The student was hospitalized due to a stroke and was unable to attend class. They will provide a doctor's letter confirming their hospital stay to
2/19/2025		Follow up	prevent being dropped from the class.
		Attendance	The student didn't answer the phone, so I left them a VM and sent a text
2/19/2025		Follow up	message explaining the HCCS attendance policy.
		Attendance	The student didn't answer the phone, so I left them a VM and sent a text
2/19/2025		Follow up	message explaining the HCCS attendance policy.
		Attendance	
2/19/2025		Follow up	The student will return to school by Thursday, February 20.
		Attendance	The student work schedule conflicts with the AM shift, so they already requested to be transferred to the PM shift, and they are still waiting for approval. However, they will continue their normal shift until their transfer
2/19/2025		Follow up	request is approved.
		Attendance	
2/19/2025		Follow up	The student is no longer interested in continuing their classes with HCCS.
		Attendance	The student didn't answer the phone, so I left them a VM and sent a text
2/19/2025		Follow up	message explaining the HCCS attendance policy.
		Attendance	
2/19/2025		Follow up	The student will return to school by Thursday, February 20.
		Attendance	The student has been contacted and has confirmed their commitment to
3/3/2025		Follow up	attending class regularly to avoid being dropped.
		Attendance	The student has been contacted and confirmed they will return to class
3/3/2025		Follow up	starting today March 3rd, 2025.
		Attendance	Due to the workload and work schedule the student is no longer able to
3/3/2025		Follow up	attend their class.

	[redacted]		
		Attendance	The student has been contacted and mentioned they already put a request
3/3/2025		Follow up	to be transferred to CICA, and no longer can attend the in-person classes.
		Attendance	The student is still interested in returning to their class, but at the same
3/3/2025		Follow up	time they requested to be transferred to CICA.
		Attendance	The student has been contacted and confirmed they will return to class
3/3/2025		Follow up	soon.
		Attendance	The student has been contacted and has confirmed their commitment to
3/3/2025		Follow up	attending class regularly to avoid being dropped.
		Attendance	The student has been contacted and confirmed they will return to class
3/3/2025		Follow up	soon.
		Attendance	The student has been contacted and confirmed they will return to class
3/3/2025		Follow up	starting today March 3rd, 2025.
		Attendance	The student moved to Oklahoma and is no longer able to attend the class.
3/3/2025		Follow up	They asked if they could transfer to CICA.
		Attendance	The students' work schedules have changed, but still, they are willing to
3/3/2025		Follow up	attend their classes regularly.
		Attendance	The student has been contacted and confirmed they will return back to
3/18/2025		Follow up	school.
		Attendance	The student was contacted as part of the re-engagement process, but they
3/18/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student reached out and confirmed they will return to school today
3/18/2025		Follow up	March 18th, 2025.
		Attendance	The student was contacted as part of the re-engagement process, but they
3/18/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student reached out and confirmed they will return back to school
3/18/2025		Follow up	starting today March 18th 2025.
		Attendance	Due to some personal commitment the student is not able to come to their
3/18/2025		Follow up	classes until May 18th.
		Attendance	The student is no longer interested in HCCS seat-based classes; instead,
3/18/2025		Follow up	they want to transfer to CICA.
		Attendance	The student was contacted as part of the re-engagement process, but they
3/18/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student was contacted as part of the re-engagement process, but they
3/18/2025		Follow up	did not answer. I left a voicemail and sent a text message.
			The student has been contacted regarding their attendance concern.
		Attendance	However, they were never informed about their enrollment, and the start
3/18/2025		Follow up	date and time were not provided.
		Attendance	The student was contacted as part of the re-engagement process, but they
3/18/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student has been contacted and confirmed they will return to school by
3/18/2025		Follow up	Friday, March 21st, 2025.
		Attendance	The student was contacted as part of the re-engagement process, but they
3/19/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student was contacted as part of the re-engagement process, but they
3/19/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student was contacted as part of the re-engagement process, but they
3/19/2025		Follow up	did not answer. I left a voicemail and sent a text message.
		Attendance	The student didn't answer the phone, so I left a voicemail and sent them a
4/2/2025		Follow up	text message explaining the HCCS attendance policy, and it is important.
		Attendance	The student confirmed they will return to their classes starting today, April
4/2/2025		Follow up	2nd, 2025.
			The student has been contacted and confirmed that they already attended
		Attendance	their class today. However, they are planning to transfer to CICA, and the
4/2/2025		Follow up	information regarding transfer steps and procedures was provided.
		Attendance	The student confirmed they will return to school starting tomorrow, April
4/2/2025		Follow up	3rd, 2025.

[redacted]			
		Attendance	The student mentioned having transportation issues and stated that they might only be able to attend class twice a week. However, for now, they have confirmed their return to school on Friday, April 4th, 2025.
4/2/2025		Follow up	
		Attendance	The student didn't answer the phone, so I left a voicemail and sent them a text message explaining the HCCS attendance policy, and it is important.
4/2/2025		Follow up	
		Attendance	The student has been contacted and confirmed they will return to school starting tomorrow, Thursday, April 3, 2025.
4/2/2025		Follow up	
		Attendance	The student didn't answer the phone, so I left a voicemail and sent them a text message explaining the HCCS attendance policy, and it is important.
4/2/2025		Follow up	
		Attendance	The student didn't answer the phone, so I left a voicemail and sent them a text message explaining the HCCS attendance policy, and it is important.
4/2/2025		Follow up	
		Attendance	The student was contacted regarding their attendance and stated that their leave of absence has been approved by Kathy Sengvanhpheng from March 13 to May 13, 2025, and they have a confirmation email.
4/2/2025		Follow up	
		Attendance	The student didn't answer the phone, so I left a voicemail and sent them a text message explaining the HCCS attendance policy, and it is important.
4/2/2025		Follow up	
		Attendance	The student has been contacted and informed us that they can no longer attend classes due to health issues. They were provided with instructions on how to return the HCCS-issued technology to 1333 Grand Ave.
4/2/2025		Follow up	
		Attendance	The student has been contacted and stated that they are no longer interested in attending HCCS as they have been accepted into college.
4/2/2025		Follow up	
		Attendance	The student was contacted and confirmed they will return to school starting tomorrow, April 3, 2025.
4/2/2025		Follow up	
		Attendance	I attempted to contact the student, but they did not answer. I left a voicemail and sent a text message explaining the HCCS attendance policy.
4/28/2025		Follow up	
		Attendance	The student has been contacted, and they will return to school starting tomorrow, April 30, 2025.
4/29/2025		Follow up	
		Attendance	I contacted the student about their attendance issue. They stated that they had not been informed of the class start date. I encouraged them to contact the HCCS main line. However, the student confirmed their return to school.
4/29/2025		Follow up	
		Attendance	Student stated they had already requested a transfer to CICA and were unable to attend their seat-based class at HCCS. I explained the transfer process and procedures, and informed the student that they are required to continue attending their seat-based class at HCCS until the transfer is officially approved.
4/29/2025		Follow up	
		Attendance	The student has been contacted, and they will return to school starting tomorrow, April 30, 2025.
4/29/2025		Follow up	
		Attendance	The student has been contacted, and they will return to school starting tomorrow, April 30, 2025.
4/29/2025		Follow up	
		Attendance	The student reported that they have secured employment and are no longer able to attend their class.
4/29/2025		Follow up	
		Attendance	The student has been contacted, and they will return to school starting tomorrow, April 30, 2025.
4/29/2025		Follow up	
		Attendance	
4/29/2025		Follow up	The student has already returned to school.
		Attendance	The student has been contacted, and they will return to school starting tomorrow, April 30, 2025.
4/29/2025		Follow up	
		Attendance	The student has been contacted, and they will return to school starting tomorrow, April 30, 2025.
4/29/2025		Follow up	
		Attendance	Student reported that they have secured employment and are no longer able to attend their class.
4/29/2025		Follow up	
		Attendance	The student has been contacted, and they will return to school starting today, April 29, 2025
4/29/2025		Follow up	

[redacted]	[redacted]	Attendance Follow up	The student has been contacted, and they will return to school starting tomorrow, April 30, 2025.
		Attendance Follow up	The student has been contacted, and they will return to school starting tomorrow, April 30, 2025.
		Attendance Follow up	The student has been contacted and confirmed to return to school by Monday, June 2nd, 2025.
		Attendance Follow up	The student has already returned to school.
		Attendance Follow up	I attempted to contact the student, but their phone seemed to be disconnected.
		Attendance Follow up 2nd attempt	The student will return to school by Thursday, February 20th.
		Attendance Follow up 2nd attempt	The student didn't answer the phone, so I left them a VM and sent a text message explaining the HCCS attendance policy.
		Attendance Follow up Due to personal lif	Due to personal life commitments and working shifts, the student won't be able to continue their class with HCCS.
		Attendance Follow up The student was on	The student was on a trip to their origin country, and now they are back and already attended their class.
		Attendance Follow-Up	I called [redacted], [redacted]) to inform him that his continued absence could result in being dropped from school. He stated that he will try to attend starting tomorrow, 03/04/2025, and hopes to remain on the roster.
10/1/2024		attendance form	Student was provided the attendance form
10/17/2024		attendance form	Attendance for has been given for the month of September to student.
11/4/2024		attendance form	Student was provided attendance form
11/6/2024		Attendance form	Provided student attendance form for October month
12/18/2024		attendance form	Provided student september attendance form
12/18/2024		Attendance form	Provided student september attendance form
12/19/2024		attendance form	Proof of attendance form has been sent out to the student via email.
2/3/2025		Attendance form	Proof of Attendance for january given to student
2/5/2025		Attendance form	Proof of attendance form sent to student via email
1/10/2025		Attendance in South Sacramento	Student is currently living in West Sacramento and is very difficult for student to attend class in 37th. Student will wait to be transferred to WS
10/25/2024		attendance justification	her son had an accident, and missed school. She will be back in school once her son goes back to his school too. She is taking care of her son at home.
8/6/2024		Attendance letter	provided
11/13/2024		Attendance Letter	provided
2/5/2025		Attendance Letter	provided
2/10/2025		Attendance Letter	provided
2/12/2025		Attendance Letter	provided

[redacted]	[redacted]	Attendance Letter	provided
2/21/2025			
2/25/2025		Attendance Letter	provided; Nov, Dec, Jan
3/19/2025		Attendance Letter	provided
4/4/2025		Attendance Letter	provided
4/4/2025		Attendance Letter	provided
4/8/2025		Attendance Letter	provided
4/8/2025		Attendance Letter	provided
4/9/2025		Attendance Letter	provided
4/9/2025		Attendance Letter	provided
4/10/2025		Attendance Letter	provided
4/11/2025		Attendance Letter	provided
4/11/2025		Attendance Letter	provided
4/29/2025		Attendance Letter	provided
4/29/2025		Attendance Letter	provided
5/12/2025		Attendance Letter	provided
5/13/2025		Attendance Letter	provided
5/14/2025		Attendance Letter	provided
5/19/2025		Attendance Letter	provided
5/21/2025		Attendance Letter	provided
5/28/2025		Attendance Letter	provided
6/3/2025		Attendance Letter	provided
6/3/2025		Attendance Letter	provided
6/6/2025		Attendance Letter	provided
6/6/2025		Attendance Letter	provided
6/17/2025		Attendance Letter	provided
6/17/2025		Attendance Letter	provided
6/24/2025		Attendance Letter	provided
4/23/2025		Attendance Letter Request	Emailed the SOR Team about the request.
5/1/2025		Attendance Letter Request	I have requested an Attendance Letter and printed it for the student.
5/1/2025		Attendance Letter Request	I have requested an Attendance Letter and printed it for the student.

	[redacted]	[redacted]	Student came in and said I'm just going to sign in." And then greeted the para, Phi. She was silent and then before she walked out she said "I will have the books ready for you to grade and I have the info session on March 3 so that I can do what I need to do to get out of here." And I said "Oh okay, sounds good. But do you have any work done for the books so far?" And she said "Yeah." So I said "Great. That's what I would need to see." She gave me a look and said "I don't understand why you need to see the book if I don't have it all done yet?" And I said "It's just what I was asked to do. Any time that I'm requesting to see something it's not for any personal reason other than to check progress." And she said "Oh. Well I didn't know that. I thought you just were wanting to." And I said "That's interesting, why would you think that? We need to show that you're making some progress because if we look at the last time you've made progress in a class until now, it's been a long time." Interaction ended with her saying "Well, regardless, you're going to get these books by next week so boom, you'll have it by then." Then she left. The para, Phi, said her demeanor was very brash and I said "Eh, I'm used to it. She is always like that." "
2/20/2025		Attendance on 2/20	
10/7/2024		Attendance Plicy	Did not pick up her phone. Left a voice message to let the student know that 10 consecutive unexcused absence, the student will be disenrolled.
10/7/2024		Attendance Poicy	Called the student, to let the student know that 10 consecutive unexcused absence, the student will be disenrolled.
10/7/2024		Attendance Poicy	Called the student, to let the student know that 10 consecutive unexcused absence, the student will be disenrolled.
10/8/2024		Attendance Poicy	Student's husband picked up. I let him know that ten days of unexcused absence, the student will be disenrolled.
7/25/2024		attendance policy	[redacted] interrupted my class today to let me know that he is not happy about the strict attendance policy. He told me his wife 'has a lot of problems and can't come to class' due to their child being disabled. I explained to him this is not a classroom rule that I made up, and that the whole school and all teachers and staff need to follow it. He replied 'I guess I'll need to talk to the manager then'. I told him we could set up a meeting with the principal, but that we absolutely cannot mark people present when they are not attending class. I offered CICA as an alternative and he said he had already talked to Fatemeh about it. I told him I was in the middle of instruction, and that I would be happy to continue the conversation after class. He got up and left. I then checked the attendance sheet and noticed signatures for both him and his wife. Since I have never seen her, I don't know if she was actually present on site today. I immediately reported this to my principal, and a meeting between him and [redacted] was scheduled.
9/10/2024		attendance policy	Student was informed of the new attendance policy and she is aware that after 10 consecutive days of no attendance she may be disenrolled.
10/2/2024		attendance policy	student is trying to adjust his schedule to start school
10/7/2024		Attendance Policy	Called the student, to let the student know that 10 consecutive unexcused absence, the student will be disenrolled.
10/7/2024		Attendance Policy	Called the student, to let the student know that 10 consecutive unexcused absence, the student will be disenrolled.
10/7/2024		Attendance Policy	Called the student, to let the student know that 10 consecutive unexcused absence, the student will be disenrolled.
10/7/2024		Attendance Policy	Called the student, to let the student know that 10 consecutive unexcused absence, the student will be disenrolled.
10/7/2024		Attendance Policy	No answer, left a voice message to let the student know that 10 consecutive unexcused absence, the student will be disenrolled.
10/7/2024		Attendance Policy	Did not answer. I left a voice message to let the student know that 10 consecutive unexcused absence, the student will be disenrolled.

[redacted]		Attendance	Did not answer her phone. I left a voice message to let the student know
10/7/2024		Policy	that 10 consecutive unexcused absence, the student will be disenrolled.
		Attendance	Called the student, to let the student know that 10 consecutive unexcused
10/7/2024		Policy	absence, the student will be disenrolled.
		Attendance	Called the student, to let the student know that 10 consecutive unexcused
10/7/2024		Policy	absence, the student will be disenrolled.
		Attendance	Called to let the student that ten days of unexcused absence, the student
10/8/2024		Policy	will be disenrolled.
		Attendance	Called to let the student that ten days of unexcused absence, the student
10/8/2024		Policy	will be disenrolled.
		Attendance	Did not answer. I put a voice message to let the student that ten days of
10/8/2024		Policy	unexcused absence, the student will be disenrolled.
		Attendance	Called to let the student that ten days of unexcused absence, the student
10/8/2024		Policy	will be disenrolled.
		Attendance	Called to let the student that ten days of unexcused absence, the student
10/8/2024		Policy	will be disenrolled.
		Attendance	Called to let the student that ten days of unexcused absence, the student
10/8/2024		Policy	will be disenrolled.
		Attendance	Did not answer, I left a VM to let the student that ten days of unexcused
10/8/2024		Policy	absence, the student will be disenrolled.
		Attendance	Her husband picked up. I told him that I called to let the student that ten
10/8/2024		Policy	days of unexcused absence, the student will be disenrolled.
		Attendance	Called to let the student that ten days of unexcused absence, the student
10/8/2024		Policy	will be disenrolled.
		attendance	Student did not attend class on 10/15/24. She is aware of the attendance
10/17/2024		policy	policy, see log entries 10/4/24 and 10/15/24.
		Attendance	
12/9/2024		policy	Talked to student about the attendance policy.
		Attendance	
12/9/2024		policy	Talked to student and remind him about the attendance policy.
		attendance	Talked to student on 12/11/2024 about our attendance policy and made
12/12/2024		policy	sure he understood our rules.
		Attendance	Talked to student about attendance policy and remind her to signe only her
12/12/2024		policy	name.
		Attendance	The student was absent for 5 consecutive days. He told me that he was
1/13/2025		Policy	out of Sacramento, and he would attend the class today.
		Attendance	I called the student and asked him if he was facing any issues because he was absent for 5 consecutive days during the past week. He said his child was sick, and he was busy with doctor appointments. The student told me
1/13/2025		Policy	that he would attend the class today.
		attendance	
1/13/2025		Policy	Reached out to student and discussed the attendance policy.
		Attendance	
1/30/2025		Policy	The student signed in for another student. Reviewed sign-in expectations.
		Attendance	Attendance policy was discussed. Notified the student that nobody can
3/11/2025		policy	sign for them.
		Attendance	Student continues to sign-in for his wife 2/28, 3/5, and also 3/13.
3/13/2025		Policy	Attendance policy and expectations were reviewed.
		attendance	We explained the attendance policy and gave him homework. He
3/17/2025		policy	continues to sign and leave, but never returns homework or stays in class.

[redacted]	[redacted]	ttendance policy	Linda spoke to student about our attendance policy and explained to him that he is not allowed to sign for a friend.
4/8/2025			
		ttendance policy	Linda spoke to student about our attendance policy and explained to him that he is not allowed to sign for a friend.
4/8/2025			
4/11/2025		Attendance policy	Talked with the student about attendance policy.
6/2/2025		ttendance policy	Student has come to class twice and tried to sign and leave. Teacher and paraeducator both explained to him the 15-minute policy.
6/25/2025		ttendance policy	Her husband came in and signed for her this morning. There was not time to catch him and speak with him, but I asked our paraeducator to call and re-explain the policy to both of them. No attendance was awarded for today.
6/25/2025		Attendance policy	I called the following student to explain the attendance policy.
6/9/2025		Attendance Policy Assistance	Had a conversation about the attendance. Explained the new rules about the new attendance policy. The student was rude, raised his voice, and interrupted me. He claimed that the school administration wanted to expel him or get rid of him and that they were falsifying documents about him. Toward the end of the conversation, he calmed down a bit.
9/5/2024		Attendance policy notice	The student wasn't in class but I had him marked P on Brain. I called the student and informed him about the policy.
9/5/2024		Attendance policy notice	The student's husband came and signed for her. I have told him about the attendance policy and he apologised. I talked to [redacted] and informed about the policy as well.
9/5/2024		Attendance policy notice	The student came and signed for his wife. I have told him about the attendance policy and he apologised. I talked to his wife [redacted] and informed about the policy as well.
9/5/2024		Attendance policy notice	The student's wife came and signed for her. I have informed him about the attendance policy and he apologised. I talked to [redacted] and informed about the policy as well.
9/5/2024		Attendance policy notice	The student came and signed for his wife. I have told him about the attendance policy and he apologised. I talked to his wife [redacted] and informed about the policy as well.
8/22/2024		Attendance Policy Reminder	Called the student to remind him that he needs to both tap and sign to get attendance.
8/26/2024		Attendance Policy Reminder	Called the student to remind her that she must sign in every time she attends classes.
8/26/2024		Attendance Policy Reminder	Called the student to remind her that she must sign in every time she attends classes.
9/23/2024		Attendance Policy Reminder	Reminded the student that he can't sign for his brothers.
9/24/2024		Attendance Policy Reminder	Called the student to remind about attendance policy. He understood the consequences of tapping in for others.
9/27/2024		Attendance Policy Reminder	Reminded about the consequences of signing on behalf of others.
10/10/2024		Attendance Policy Reminder	Called the student to warn him and his wife about school rules and policies.
10/10/2024		Attendance Policy Reminder	Tried calling [redacted] but nobody answered, so I called her husband to warn both of them about school rules and policies.

[redacted]	[redacted]		
10/11/2024		Attendance Policy Reminder	The student signed on behalf of her husband. Warning given.
10/14/2024		Attendance Policy Reminder	Reminded about attendance policies.
10/15/2024		Attendance Policy Reminder	Warning given.
9/3/2024		Attendance Policy Violation	[redacted] signed in the attendance twice for another student. I have already reported him by filling out the Google Form.
9/4/2024		Attendance Policy Violation	On September 3, 2024, [redacted] did not attend class. Instead, a young boy, possibly his son, arrived holding a phone with [redacted] account open on the Brain app. The boy appeared unfamiliar with how to tap the phone on the NFC tag to sign in. When I asked him about the person in the profile picture, he claimed it was his younger brother who had uploaded the photo and stated that he himself was a student. I believe this was untrue, as the boy was not a student in our class, and this was the first time I had seen him. It was clear he was signing in on behalf of [redacted]. The boy signed the attendance sheet and quickly left. Although I encouraged him to stay for the class, he said he would return in two minutes but did not come back for the remainder of the session.
9/5/2024		Attendance Policy Violation	[redacted] has once again signed the attendance on behalf of [redacted] He first signs for [redacted], whose name appears on the first page of the attendance sheet, then turns to the next page and signs for himself. I have previously reported this issue.
9/16/2024		Attendance Policy Violation	The student signed on behalf of another student. This case was already reported via the Google Form.
6/18/2025		attendance policy violation	On 6/17/25 I saw the student signing and leaving and immediately checked the attendance sheets when he left. I found out that he intentionally put the wrong sign in and out time (9:50 am and 12 pm for the second period) despite of being informed about our attendance policies by teacher [redacted] multiple times.
3/5/2025		attendance progress	The student will attend school once a week due to his work schedule. He is making necessary changes to attend school more often.
3/6/2025		attendance progress	The student was in class yesterday and today.
9/12/2024		Attendance Report	The student has requested both proof of attendance and proof of enrollment. An email was sent to HCCS enrollment department.
9/26/2024		Attendance Report	Proof of Attendance Report(for August) has been printed and provided to the student.
9/26/2024		Attendance Report	Proof of Attendance Report(for July and August) has been printed and provided to the student.
12/3/2024		Attendance Report	The student requested their attendance report; the SOR team's contact information was provided.
2/6/2025		Attendance Report	The student was contacted as part of the re-engagement process, but they did not answer. I left a voicemail and sent a text message.
2/6/2025		Attendance Report	The student was contacted as part of the re-engagement process, but they did not answer. I left a voicemail and sent a text message.
2/6/2025		Attendance Report	The student has been contacted and stated that they have already registered and are waiting for the HCCS call to complete their orientation and start their classes.
2/6/2025		Attendance Report	The student was contacted as part of the re-engagement process, but they did not answer. I left a voicemail and sent a text message.
2/6/2025		Attendance Report	The student has been contacted, but they cannot come to their classes for 15 days as he is busy with his immigration case process.

[redacted]			
4/1/2025	Attendance Report	Student was provided with information about her attendance report to county	
4/1/2025	Attendance Report	Student was provided with information about her attendance report to county.	
4/21/2025	Attendance report	A student requested a report on attendance paper, for the DHA, I sent a request	
7/23/2024	Attendance Update	Student said they started work and come in person anymore they want to switch to online classes, I sent them the registration form to fill out.	
8/6/2024	Attendance Update	Student gave a doctor's note about their attendance for today and was excused. The note states he will be back on 08/07/2024.	
8/27/2024	Attendance Update	Student notified that they are moving to a different state and wont be coming to highlands anymore.	
9/3/2024	Attendance Update	Student said they are leaving to their home country due to legal matters on the 27th of September. They will be back on the 11th of October.	
1/10/2025	Attendance update	The student's wife is undergoing eye and knee surgeries, necessitating the student's presence to care for her. He will only be present for a few days while she recovers.	
1/10/2025	Attendance Update	Student is leaving to South Carolina and won't be able to attend class any longer. Student has also returned phone.	
1/10/2025	Attendance Update	Student will be leaving to Afghanistan for a month, due to a family emergency.	
1/23/2025	Attendance update	The student has leg surgery on Tuesday (01/28/25), and he will return to school once he has fully recovered.	
1/23/2025	Attendance update	The student was sick, but she is better now, and she will get back to class tomorrow.	
2/26/2025	Attendance update	The student had a headache and a few appointments. She will be returning to school tomorrow.	
3/11/2025	Attendance update	I have updated the Enrollment team on student attendance and inquired about the roster update.	
3/13/2025	Attendance Update	Student informed us they are unable to attend classes at Folsom, due to their recent move and no way to return back home after classes.	
4/23/2025	Attendance Update	Student said that they will no longer be able to attend classes due to personal circumstances. Student diagnosed with breast cancer; treatment may impact attendance. Enrollment team notified.	
4/24/2025	Attendance update		
5/2/2025	Attendance Update	Student let us know that she has a lawsuit and needs time to prepare. She said that she will be absent starting May 1 until the 14.	
5/8/2025	Attendance Update	Student said they are leaving to Afghanistan, they said that they will be returning June 27th.	
5/15/2025	Attendance update	I have submitted a paternity leave request to the Enrollment team.	
5/15/2025	Attendance update	I have submitted a maternity leave request to the Enrollment team.	
5/23/2025	Attendance update	Student will be absent from May - August 2025 due to family emergency; enrollment team notified.	
5/29/2025	Attendance Update	Student will be leaving to Afghanistan for two months due to family issues. Friday will be their last day.	
6/11/2025	Attendance Update	Student gave a doctors note excusing him from class until the 30th of June, a period of 3 weeks. It states he will return on the 1st of July.	
7/23/2024	Attendance Violation	Reported to my principal that the student violated our attendance-taking policy. Reported to my principal that the student violated our attendance-taking policy.	
9/5/2024	Attendance Violation	The incident took place at Marconi, September 5th, 2024, 5:45 PM.	

[redacted]	[redacted]	Attendance Violation	Reported to my principal that the student violated our attendance-taking policy.
4/9/2025			
		Attendance Violation	Reported to my principal that the student violated our attendance-taking policy.
4/9/2025			
		Attendance violation	I reached out to the student regarding the violation of the attendance policy and explained the potential consequences it may carry. The student explained that one time he made a mistake and signed for another student since both had the same last name ([redacted]). He assured me that moving forward he would pay more attention while signing the attendance to avoid it.
4/11/2025			
		Attendance violation	I called the student regarding the violation of the attendance policy and explained the possible consequences if he had signed in on behalf of another student while not present in class. The student denied the allegation but affirmed that he understands the policy and assured me it would not happen in the future.
4/11/2025			
		Attendance Violaton	Reported to my principal that the student violated our attendance-taking policy. The incident took place at Marconi, August 30th, 2024, 3:40 PM. The student signed for his wife. I told him it was illegal and everything, he didn't confront, he got really scared, and asked me to cross out his wife's signature and told me it will never happen again. He is ready to meet the Principal as well to apologize officially and confirm he will never do this again in the future.
8/31/2024			
		Attendance Violaton	I reported to my principal that the student violated our attendance-taking policy.
9/11/2024			
		Attendance-absence	Per student was absent 5/23/25 due to son illness- had to take son to ER.
5/27/2025			
		Attendance/progress	On 2/14 student let me know that she may not be able to come in today. She missed this week. She updated me that she spoke with counselor and was informed of a couple dates/opportunities for zoom meetings" on 3/3, 3/6, 3/25 (info session?). I told her that was great news for her regarding the classes and reminded her that there will be no school on Monday 2/17 and to bring her books for reading for pleasure when she comes back the week we return. She said she would have the 10 credits before the zoom meeting on 3/3 and said "peace" and so I kindly reminded her of the attendance policy because if she waited until right before 3/3 she would be over the 10 consecutives days of absences and I explained that whether the books are fully completed or not, I have to update her progress from books that were given to her by the counselor a few months back. She responded with "yes *thumbs up."
2/14/2025			
		attended orientation	
9/23/2024			
		attended orientation	
9/23/2024			
		attended orientation	
9/23/2024			
		attended orientation	
9/23/2024			

[redacted]	[redacted]	attended orientation	
9/23/2024			
[redacted]	[redacted]	attended orientation	
9/23/2024			
[redacted]	[redacted]	attended orientation	
9/23/2024			
[redacted]	[redacted]	attended orientation	
9/23/2024			
[redacted]	[redacted]	attended orientation	
9/23/2024			
[redacted]	[redacted]	attended orientation	
9/25/2024			
[redacted]	[redacted]	attended orientation	
9/25/2024			
[redacted]	[redacted]	attended orientation	Thu Sep 25 5:00 PM
9/25/2024			
[redacted]	[redacted]	attended orientation	
9/25/2024			
[redacted]	[redacted]	attended orientation	
9/25/2024			
[redacted]	[redacted]	attended orientation	
9/25/2024			
[redacted]	[redacted]	attended orientation	
9/25/2024			
[redacted]	[redacted]	attended orientation	
9/25/2024			
[redacted]	[redacted]	attended orientation	
9/25/2024			
[redacted]	[redacted]	attended orientation	
1/29/2025			

[redacted]

2/12/2025	attended orientation
2/12/2025	attended orientation
2/12/2025	attended orientation
2/12/2025	attended orientation
2/12/2025	attended orientation
2/12/2025	attended orientation
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2/12/2025	attended orientation
2/12/2025	attended orientation
2/12/2025	attended orientation

[redacted] [redacted]

2/12/2025	attended orientation		
2/12/2025	attended orientation		
2/12/2025	attended orientation		
2/12/2025	attended orientation		
2/12/2025	attended orientation		
2/13/2025	attended orientation		Thu Feb 13
2/13/2025	attended orientation	web feb 13	
2/13/2025	attended orientation		
2/13/2025	attended orientation		
2/14/2025	attended orientation		
2/27/2025	attended orientation		
2/27/2025	attended orientation		
2/27/2025	attended orientation		
2/27/2025	attended orientation		
2/27/2025	attended orientation		

[redacted]

2/27/2025	attended orientation	
2/27/2025	attended orientation	
8/26/2024	Attendence	Student came in contact with COVID-19. She is really sick, will get tested tomorrow.
11/7/2024	Attendence	Information provided to the student
11/14/2024	Attendence	Information provided
11/26/2024	Attendence	Texted to remind of the importance of attending the classes and not to be dis-enrolled
11/26/2024	Attendence	Texted to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Attendence	Phone call to remind of the importance of attending the classes and not to be dis-enrolled
11/26/2024	Attendence	texted to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Attendence	Texted to to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Attendence	Phone call to remind of the importance of attending the classes and not to be dis-enrolled. Student didn't pick up,Texted the info
11/26/2024	Attendence	Phone call to remind of the importance of attending the classes and not to be dis-enrolled. Student didn't pick up, left a VM -
11/26/2024	Attendence	Texted to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Attendence	Phone call to remind of the importance of attending the classes and not to be dis-enrolled. Student didn't pick up, left a text-
11/26/2024	Attendence	Phone call to remind of the importance of attending the classes and not to be dis-enrolled. Student didn't pick up, left a VM -
11/26/2024	Attendence	Texted to remind of the importance of attending the classes and not to be dis-enrolled
11/26/2024	Attendence	Texted to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Attendence	Texted the student to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Attendence	Texted to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Attendence	Phone call to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Attendence	Phone call to remind of the importance of attending the classes and not to be dis-enrolled. Student didn't pick up, left a VM -
11/26/2024	Attendence	Phone call to remind of the importance of attending the classes and not to be dis-enrolled. Student didn't pick up, left a VM -
11/26/2024	Attendence	Phone call to remind of the importance of attending the classes and not to be dis-enrolled. Student didn't pick up, left a VM -
11/26/2024	Attendence	Phone call to remind of the importance of attending the classes and not to be dis-enrolled. Student didn't pick up, left a VM -
11/26/2024	Attendence	Student said she will come back
11/26/2024	Attendence	Texted to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Attendence	texted to remind of the importance of attending the classes and not to be dis-enrolled
2/25/2025	Attendence	Student won't be able to attend class today 02/25/2025, she is feeling sick.

3/13/2025	[redacted]	Attendence	Student called in and let us know that she won't be able to come to class today as well because of the weather.
3/24/2025		Attendence	Student informed has that he has stomach issues and can't attend class till next week, he said he will be back on 04/01/2025.
3/25/2025		Attendence	Student is sick and wouldn't be able to attend class today.
3/28/2025		Attendence	Student informed us that she would not be able to come to class on 04/01/2025 and 04/02/2025 due to religious holidays. Student called to let us know that she won't be coming to school till 04/07/2025 because it's spring break for her kids and she has to take care of them.
4/1/2025		Attendence	She would be submitting her homeworks online.
4/2/2025		Attendence	Sent an email to the Enrollment Team requesting assistance for the student regarding their DHA attendance issue.
4/2/2025		Attendence	Shared the enrollment info with the student
4/22/2025		Attendence	Student notified us that he couldn't attend class yesterday and today because he is sick as of right now and will be back as soon he feels good.
4/23/2025		Attendence	Student would not able to come to class till next week because he is sick.
5/12/2025		Attendence	Student has an appointment today and can't attend today. Will come back tomorrow.
5/12/2025		Attendence	Student can't attend today, will come back tomorrow.
1/17/2025		Check in/ Attendance	Students line of communication was not in service for a phone call.
1/17/2025		Check in/ Attendance	Student is struggling to make it to class due to job traveling them out of town. Spoke with student about attendance and completing assignments.
1/17/2025		Check in/ Attendance	Student stated they will be in next week to get back on track.
1/17/2025		Check in/ Attendance	Spoke with student about attendance. Student is having troubles making it into class. Student agreed to make it in next week.
1/17/2025		Check in/ Attendance	Left voicemail calling to check on student and to remind them about coming to class.
2/14/2025		Check in/ Attendance	Student reached out by text to discuss hardships due to not being able to attend. I did suggest that she reach out to a counselor if her absence is going to be more than two weeks consecutive.
3/11/2025		Check in/ Attendance	Left voicemail: Checked in with student to ask how I can help support him with his CTE.
3/17/2025		Check in/ Attendance	Calling restrictions from my phone number.
3/24/2025		Check in/ Attendance	Checked in with student about attendance. Will check with student to see if CICA is a possibility.
4/2/2025		Check in/ Attendance	Left Voicemail: Called to check in on student. I will follow up next week.

[redacted]	[redacted]		
4/2/2025		Check in/ Attendance	Spoke with student about attendance. Student work schedule have changed due to inclimate weather. Student vowed to come to class the week of 04/01-04/04.
4/21/2025		Check in/ Attendance	Called to check in with student for attendance reminder and academic progression. Student said they will be in for the week of 04/21-04/25 for class.
4/21/2025		Check in/ Attendance	Called student to check in and remind them about our attendance policy. Student aims to come to class on Wednesday 04/21.
5/28/2025		Check in/ Attendance	Text with student. Student told me she wasn't going to be able to make it in this week for school. Will return next week for class.
2/18/2025		Clarification of attendance	The student was called and was explained the attendance requirements as he wanted to sign and immediately leave today. He confirmed he understood the rules and would act accordingly next time. Paraeducator Aisha Rahimi provided some linguistic support during the conversation.
10/18/2024		Complete lack of attendance	The student has been absent for weeks. She didn't respond to any prior calls and messages. Today a message was sent to her phone notifying her of the attendance situation and urging her to return to school to resume her studies.
10/18/2024		Complete lack of attendance	The student has been absent for weeks. According to the unofficial information, the student moved to a different state. She presumably returned the school equipment before that.
10/18/2024		Complete lack of attendance	The student has been absent for weeks. They didn't respond to any prior calls and messages. Today a message was sent to their phone notifying them of the attendance situation and urging them to return to school to resume their studies.
10/18/2024		Complete lack of attendance attendance	The student has been absent for weeks. She didn't respond to any prior calls and messages. Today a message was sent to her phone notifying her of the attendance situation and urging her to return to school to resume her studies.
10/18/2024		Complete lack of attendance attendance	The student has been absent for weeks. He didn't respond to any prior calls and messages. Today a message was sent to his phone notifying him of the attendance situation and urging him to return to school to resume his studies.
10/18/2024		Complete lack of attendance attendance	The student has been absent for weeks. Other students met him and told the teacher Rif would be back at school. He never returned. Today I called his emergency contact as couldn't reach out to Rif. The man told me he had no contact to Rif any more. So a message was sent to Rif's phone notifying him of the attendance situation and urging him to return to school to resume his studies.
10/18/2024		Complete lack of attendance attendance	The student has been absent for weeks. She didn't respond to prior calls. Today a message was sent to her phone notifying her of the attendance situation and urging her to return to school to resume her studies.
10/18/2024		Complete lack of attendance attendance	The student has been absent for weeks. She didn't respond to any prior calls and messages. The teacher was told [redacted] moved back to her country.
2/4/2025		Concerned about attendance	Student will speak with teacher about his attendance. I also emailed Jennifer Vou, just to keep her on the loop
10/18/2024		Decreased attendance	The student has been absent for several consecutive days. Today a message was sent to his phone notifying him of the attendance situation and urging him to return to school to resume him studies. The student texted back informing the teacher he would be at school on Monday, October 21.
2/21/2025		Encouraged student to keep attending cla	

[redacted]

9/11/2024	engagment	Attendance policy was discussed with the student.
9/12/2024	engagment	The student notified us that she will be undergoing surgery and won't be attending class beginning 9/10 through 9/17.
9/12/2024	Engagment	The student notified us that he will be traveling outside the country for over a week. (Sep 23 - Oct 1)
9/24/2024	engagment	The student notified us and provided a doctor's note for his absence over the past two weeks.
10/21/2024	Falsifying Attendance	During a meeting with Michael, the counselor, on 10/21/24, I reviewed the student's graduation progress and noticed that the student had signed my attendance sheet for the entire week of 10/14/24-10/19/24. However, according to my daily attendance submission on Powerschool, the student was only present for two out of the five days during that week. This indicates that the student falsified her attendance by signing in for days she was not present.
2/20/2025	Homework and Attendance	I made multiple attempts to contact the student regarding their homework and attendance, but they did not respond.
3/19/2025	In-person Re-engagement	This week on Monday I called the student to remind him about our 10-day disenrollment policy. At the time of the phone call the student was on site to socialize and not to attend class. The student answered the phone call and came to the classroom to talk in person with me and the teacher. He was notified that he missed 10 days in a row, and he agreed to attend at least 3 times a week.
9/5/2024	Lack of Attendance	Student suffers from leg and back pain. However, they will try their best to improve their attendance.
10/18/2024	Lack of attendance	Today a message was sent to her phone notifying her of the attendance situation and urging her to return to school to resume her studies.
11/27/2024	Lack of attendance	The student was informed that their phone would be locked because of a lack of attendance.
11/27/2024	Lack of attendance	The student was informed that their phone would be locked because of a lack of attendance.
11/27/2024	Lack of attendance	The student was informed that their phone would be locked because of a lack of attendance.
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11/27/2024	Lack of attendance	The student was informed that their phone would be locked because of a lack of attendance.
11/27/2024	Lack of attendance	The student was informed that their phone would be locked because of a lack of attendance.
3/10/2025	Low attendance	Student usually just signs in but doesn’t stay for lessons or participate. They often leave early or don’t engage.
3/10/2025	Low attendance	Student has been absent most of the time and leaves early when they do attend. There has been no improvement in their work, and they show little interest in learning or participating.

[redacted]	[redacted]	3/24/2025	Low attendance	The student has the current attendance of 30%. She comes to classes without any preparation, never shows her teacher ANY homework she completed. There was no written work submitted by her during the time of her attendance. During the class she doesn't actively participate, she leaves the classroom during teacher's important explanations and/or practice, reducing already little time for herself to learn more. At the same time the student consistently expects the teacher to cater exclusively to her learning needs, anticipating explanations tailored solely to her requests irrespective of the presence of 40 other students in the class. The student's resentful reactions aren't uncommon, as she frequently exhibits a begrudging attitude which doesn't help create an efficient educational path for her despite the teachers efforts.
		10/24/2024	Meeting with Student on Falsifying Atten	Spoke to student to explain the situation about falsifying attendance. She explained that she forgot what day it was and signed for the incorrect date. I informed her that if she mistakenly signs in for the wrong day in the future, she must notify me immediately so that I can correct and sign it off. I also clarified that failure to do so would be considered falsifying attendance, which would need to be reported and could result in disciplinary action. Student acknowledged this and agreed to comply with the procedure. However, shortly after our conversation, she signed the attendance sheet for the wrong day again. I corrected the mistake and signed it off.
		10/18/2024	New Attendance Policy	This student is at risk for disenrollment, and I left a voice message regarding about our new attendance policies.
		10/18/2024	New Attendance Policy	I left a voice message regarding about our new attendance policies.
		10/18/2024	New Attendance Policy	I left a voice message regarding about our new attendance policies.
		10/18/2024	New Attendance Policy	This student is at risk for disenrollment, and I informed him regarding about our new attendance policies.
		10/18/2024	New Attendance Policy	This student is at risk for disenrollment, and I called her regarding about our new attendance policies and explained them everything.
		10/18/2024	New Attendance Policy	This student is at risk for disenrollment, and I called and informed her regarding about our new attendance policies.
		10/18/2024	New Attendance Policy	I left a voice message regarding about our new attendance policies.
		10/23/2024	New Attendance Policy	This student is at risk for disenrollment, and I called him and left the voice message regarding about our new attendance policies.
		10/23/2024	New Attendance Policy	This student is at risk for disenrollment, and I called her regarding about our new attendance policies and explained her everything. And she goes to college every day so she couldn't attend the school.
		5/1/2025	No Show/Re-engagement	Student did not show up to graduation meeting. Sent student follow-up text with graduation progress. Encouraged student to sign in this week to avoid disenrollment since Highlands has paused enrollments for the remainder of the school year. No response.
		2/19/2025	Para Re-Engagement	The student reached out. She is sick and taking care of her sick child. She promised to come to class this week.
		10/18/2024	Poor attendance	The student has been absent for several consecutive days. I sent her a text message today notifying her of the situation and urging her to return to school to resume her studies.

[redacted]	[redacted]	10/18/2024	Poor attendance	The student has been absent for about 2 weeks. Today a message was sent to his phone notifying him of the attendance situation and urging him to return to school to resume his studies.
		10/18/2024	Poor attendance	The student has been absent for several consecutive days. Today a message was sent to her phone notifying her of the attendance situation and urging her to return to school to resume her studies.
		2/7/2025	Re-Engaement	She texted she had been sick and would come to classes on Monday, October 21.
		8/30/2024	re-engagememt	Sent student an email to discuss attendance and participation requirements. I reminded him that we must see him in order to certify his attendance and that he should be in class daily for his class period of 8:30-10:30.
		10/29/2024	re-engagememt	Due to a work schedule, the student won't be able to come to class anymore.
		10/30/2024	re-engagememt	The student didn't answer the call, so I left a VM.
		11/18/2024	re-engagememt	The student didn't answer the call, so I left a VM.
		11/18/2024	re-engagememt	The student didn't answer the call and left a VM.
		2/18/2025	re-engagememt	She said that she will be back soon.
		2/28/2025	re-engagememt	I was unable to talk with him and left a VM.
		7/26/2024	Re-engagement	The student is interested in transferring to CICA.
		7/26/2024	Re-engagement	Student said they are busy with work and are thinking of un-enrolling from the school.
		7/31/2024	Re-engagement	Student said they are busy with work and are thinking of un-enrolling from the school.
		7/31/2024	Re-engagement	student left for vacation and will be back next week.
		7/31/2024	Re-engagement	She was called. She will come tomorrow in the morning.
		7/31/2024	Re-engagement	He will come next week hopefully.
		7/31/2024	Re-engagement	She was reached via phone. She had a shoulder surgery recently. Her son said she cannot walk and now and needs to rest for sometimes.
		7/31/2024	Re-engagement	Not reachable via phone. I wrote on her email. Hello, [redacted], Please come and attend your class. Otherwise you will be dismissed.
		7/31/2024	Re-engagement	Her husband answered the phone and said she will return soon because now she is sick.
		7/31/2024	Re-Engagement	The student will be away from Sacramento from August 1, 2024, to August 12, 2024, but will resume classes on August 12.
		7/31/2024	Re-engagement	Her husband answered the phone and said she has flu and keep coaching recently, But she will return soon once she feels better.
		8/13/2024	re-engagement	Messaged student to encourage them to return to class to continue working toward their academic goals.
		8/13/2024	Re-engagement	I reached out to invite [redacted] back to class. She said she can't come right now because her doctor recommended she not sit for long periods of time. I told her I would find an accommodation so she could stand and study with us when she comes.
		8/13/2024	re-engagement	If this doesn't work, I will transfer her to CICA.
		8/14/2024	re-engagement	Messaged student to encourage them to return to class to continue working toward their academic goals.
		8/14/2024	re-engagement	Sent a message to encourage her to come to class.
				Spoke with student. He said he's working and can't come to class. He said he will come when/if his work schedule changes.

8/14/2024	[redacted]	re-engagement	Called and spoke with student. He said he will return tomorrow.
8/20/2024	[redacted]	re-engagement	Messaged student to inform her that as of this morning she is back on my roster.
8/20/2024	[redacted]	Re-Engagement	The student returned the School Google Pixel phone.
8/21/2024	[redacted]	Re-Engagement	voicemail message left regarding to the student's attendance and wellness check.
8/21/2024	[redacted]	Re-Engagement	I called regarding to the student attendance and wellness check. Student got a new job, but he said I will try to come more"."
8/21/2024	[redacted]	Re-Engagement	I called to the student regarding his attendance and wellness check. He got a new job and said he will come to school.
8/21/2024	[redacted]	Re-Engagement	I called to the student regarding to the student's attendance and wellness check. Student has childcare issues.
8/21/2024	[redacted]	Re-Engagement	I called to the student regarding to his attendance and wellness check. Student had a lot of appointments for family members.
8/21/2024	[redacted]	Re-Engagement	Wellness check and re engagement call is done for the student, he got a job. he tries to come more.
8/23/2024	[redacted]	Re-engagement	The student requested whether they might enroll at our Howe location. Because there was no an available spot, I offered her another nearby location. The learner will wait for a single available space in this location.
8/23/2024	[redacted]	re-engagement	Called student to encourage them to come to class today, for her first day in the AM program. She said she will be here this morning.
8/23/2024	[redacted]	Re-Engagement	The student returned the school Google Pixel phone.
8/23/2024	[redacted]	Re-Engagement	The student returned the school Google Pixel phone.
8/26/2024	[redacted]	Re-Engagement	I informed the student that she would be dropped from school if she missed too many classes.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	Re-engagement	Called the student, invited to the school and provided important information about the class.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
8/27/2024	[redacted]	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.

[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
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[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/27/2024	re-engagement	Emailed student to encourage them to attend class regularly, and to inform them that there is no school on 9/2/24 due to Labor Day.
[redacted]	[redacted]	8/29/2024	Re-engagement	Called the student. invited back to school. The student said will come Monday next week.
[redacted]	[redacted]	8/29/2024	Re-engagement	called in, did not returned the call. sent text saying that he is dropped and cannot join the class anymore.
[redacted]	[redacted]	8/29/2024	Re-engagement	Left a VM, invited back to school.
[redacted]	[redacted]	8/29/2024	Re-engagement	Left VM, invited back to school.
[redacted]	[redacted]	8/29/2024	Re-engagement	Called the student. invited back to school. The student said will come to school this week.
[redacted]	[redacted]	8/30/2024	Re-Engagement	The student returned their Samsung phone at College Oak on 08/30/2024.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
[redacted]	[redacted]	9/4/2024	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.

9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	Re-engagement	She was called to be notified that she was dropped from class. She cannot attend the class anymore until further notice.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	Re-engagement	She was called to be notified that she was dropped from class due to being absent for a long time. She did not return the call. A text was sent to her.
9/4/2024	[redacted]	Re-engagement	He was not reachable via phone. A voice mail was sent notifying that due to long absentism, He was dropped.
9/4/2024	[redacted]	Re-engagement	She was not reachable via phone. A voice mail was sent to her saying that she was dropped from the class due to not attending the class.
9/4/2024	[redacted]	Re-engagement	He was reachable on the phone. A vm was sent notifying that he was dropped due to long absentism.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/4/2024	[redacted]	re-engagement	Messaged student to encourage them to attend class as it is highly important due to new enrollment policy.
9/5/2024	[redacted]	Re-engagement	Called to inform student that she was added to the class. No answer. Left voicemail.
9/10/2024	[redacted]	Re-engagement	The student isn't enrolled in any classes for the current term, but he tries to attend level 3 Stacey Williams class. Stacey Site lead/teacher explain, and direct him to Enrollment team to sort his issue.
9/10/2024	[redacted]	re-engagement	Sent a text asking him to come to class. I haven't seen him in a few days.
9/10/2024	[redacted]	re-engagement	Sent a text asking him to come to class. I haven't seen him in a few days.
9/11/2024	[redacted]	Re-Engagement	Called. No answer. Left voicemail.Sent text message.
9/17/2024	[redacted]	Re-Engagement	Texted. Absent 3 weeks

9/17/2024	[redacted]	Re-Engagement	Texted. Has been absent almost 4 weeks.
9/17/2024		Re-Engagement	Texted. Has been absent 3 weeks
9/17/2024		Re-Engagement	Texted. Responded, She is finished with her Cosmetology class and working now. Going to have a baby soon.
9/19/2024		Re-Engagement	The student cannot attend for the time being due to child labor. Will be returning soon.
9/19/2024		Re-engagement	Student was contacted via messages about their abscesses. Student said that they will come on Monday or Tuesday of next week.
9/24/2024		Re-Engagement	Called the student- did not pick up- send a TM
9/24/2024		Re-engagement	Called the student, invited back to school, reminded the policy of the school.
9/24/2024		Re-engagement	Called the student, reminded the class policy.
9/24/2024		Re-engagement	Called the student, invited back to school, reminded some important class rules.
9/24/2024		Re-engagement	Called the student, invited back to school, reminded some important class rules.
9/30/2024		Re-engagement	Sent student T/M to check in. Informed student that his transcripts were evaluated and provided him with amount of credits remaining to graduate.
10/2/2024		Re-Engagement	Called 10/2/24.No answer. Left voicemail.
10/2/2024		Re-Engagement	Called her she did not picked up so left a VM.
10/3/2024		Re-Engagement	Called the student-confirmed he would be back.
10/3/2024		Re-Engagement	Called the student- confirmed he will attend regularly
10/3/2024		re-engagement	Student is back on my roster, so I messaged her to ask when she will be able to come to class. She says she will be here on Monday, 10/7/24 and that she has completed U.S. History packets to submit.
10/3/2024		Re-Engagement	Called the student-confirmed she will attend regularly
10/3/2024		Re-Engagement	Called the student- didn't pick up- left a TM
10/4/2024		Re-engagement	The student notified us that she will be abroad for two weeks starting Oct 7th
10/7/2024		Re-engagement	I have called the student many times regarding his attendance signature, but he didn't take my call.
10/7/2024		Re-engagement	I have called the student many times regarding her attendance signature, but she didn't take my call.
10/8/2024		re-engagement	I called to follow up because I haven't seen him in class. He said he wants to change to online classes. I explained that we currently didn't have space, and asked if he had talked to student services. He said he hasn't had time. He said he's working days now and can't come in the daytime. I told him to call the main number and talk with them about evening classes.
10/8/2024		Re-engagement	The student informed us that she will be out of the country for 13 days and will return on October 21st.
10/10/2024		Re-Engagement	According to student's statement, her work schedule has changed, she will try to improve their attendance.

[redacted]	[redacted]		
10/10/2024		Re-Engagement	Reached out to student regarding attendance, but it was unsuccessful. Left VM.
10/11/2024		Re-engagement	The student informed us that she will be unable to attend class for an extended period due to her upcoming labor and delivery.
10/15/2024		Re-engagement	
10/18/2024		Re-engagement	Student was contacted after missing 5 days of school.
10/18/2024		Re-engagement	Student was contacted after missing 5 days of school.
10/18/2024		Re-engagement	The student was called and reached out to attend the class.
10/18/2024		Re-engagement	Student was contacted after missing 5 days of school.
10/18/2024		Re-engagement	Student was contacted after missing 5 days of school.
10/18/2024		Re-engagement	Student was contacted after missing 5 days of school.
10/18/2024		Re-engagement	Student was contacted after missing 5 days of school.
10/18/2024		Re-engagement	Student was contacted after missing 5 days of school.
10/18/2024		Re-engagement	Student was contacted after missing 5 days of school.
10/18/2024		Re-engagement	Student was contacted after missing 5 days of school. She has asked to be transferred to CICA, but I was told that CICA is closed for transfers currently. I let the student know.
10/18/2024		Re-engagement	Student was contacted because they missed 5 days of school.
10/18/2024		Re-engagement	Student was contacted because they missed 5 days of school.
10/18/2024		Re-engagement	Student was contacted because they missed 5 days of school.
10/18/2024		Re-engagement	[redacted] was called and was asked to attend the class. She said she will attend the class.
10/18/2024		Re-engagement	[redacted] was called and was asked to attend the class. She said she will attend the class.
10/18/2024		Re-engagement	The student was called to attend the class.
10/18/2024		Re-engagement	Student was contacted because they missed 5 days of school.
10/21/2024		Re-Engagement	Contacted the student for being absent for several days to check on them and encourage their return to class.
10/21/2024		Re-Engagement	Contacted the student for being absent for several days to check on them and encourage their return to class.
10/21/2024		Re-Engagement	Contacted the student for being absent for several days to check on them and encourage their return to class.
10/21/2024		Re-Engagement	Contacted the student for being absent for several days to check on them and encourage their return to class.
10/24/2024		Re-engagement	Texted student to let them know they will be dropped from the class on Monday if they don't come on Friday to class.
10/24/2024		Re-engagement	Texted student to let them know they will be dropped from the class on Monday if they don't come on Friday to class.
10/24/2024		Re-engagement	Texted student to let them know they will be dropped from the class on Monday if they don't come on Friday to class.

[redacted]	[redacted]		
10/24/2024	[redacted]	Re-engagement	Texted student to let them know they will be dropped from the class on Monday if they don't come on Friday to class.
10/24/2024	[redacted]	Re-engagement	Texted student to let them know they will be dropped from the class on Monday if they don't come on Friday to class.
10/24/2024	[redacted]	Re-engagement	Texted student to let them know they will be dropped from the class on Monday if they don't come on Friday to class.
10/24/2024	[redacted]	Re-engagement	Texted student to let them know they will be dropped from the class on Monday if they don't come on Friday to class.
10/28/2024	[redacted]	Re-Engagement	The student is experiencing health issues and won't attend class for a while.
			She was called to come back to class. She was five days absent. but was unreachable. She was left with a text messege saying to attend the class ASAP.
10/29/2024	[redacted]	Re-engagement	
11/1/2024	[redacted]	Re-Engagement	I called [redacted] regarding her absences from 10/28/24-11/1/24. She said has been very busy with work and overwhelmed. I encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/1/2024	[redacted]	e-engagement	I texted student regarding their absences over the past few weeks. I encouraged them to attend class more frequently (no more than 10 days in a row of absences or they risk being disenrolled). I offered my assistance with any scheduling or support needs.
11/1/2024	[redacted]	Re-Engagement	I called Mohammad regarding absences from 10/28/24-11/1/24. I did not receive a response, and left a voicemail. I offered assistance with any scheduling and support needs.
11/1/2024	[redacted]	Re-engagement	I texted student regarding their absences over the past few weeks. I encouraged them to attend class more frequently (no more than 10 days in a row of absences or they risk being disenrolled). I offered my assistance with any scheduling or support needs.
11/1/2024	[redacted]	e-engagement	I texted student regarding their absences over the past few weeks. I encouraged them to attend class more frequently (no more than 10 days in a row of absences or they risk being disenrolled). I offered my assistance with any scheduling or support needs.
11/1/2024	[redacted]	e-engagement	I texted student regarding their absences over the past few weeks. I encouraged them to attend class more frequently (no more than 10 days in a row of absences or they risk being disenrolled). I offered my assistance with any scheduling or support needs.
11/1/2024	[redacted]	e-engagement	I texted student regarding their absences over the past few weeks. I encouraged them to attend class more frequently (no more than 10 days in a row of absences or they risk being disenrolled). I offered my assistance with any scheduling or support needs.
11/1/2024	[redacted]	Re-Engagement	I called [redacted] regarding her absences from 10/28/24-11/1/24. My call was ignored, and was not able to leave a voicemail.
11/1/2024	[redacted]	Re-Engagement	I called [redacted] regarding his absences from 10/28/24-11/1/24. He said has been very busy with work. I encouraged more frequent attendance and offered assistance with any scheduling or support needs. He will try to attend this week.
11/1/2024	[redacted]	Re-Engagement	I called [redacted] regarding his absences from 10/28/24-11/1/24. He said he has been very busy with work and overwhelmed. I encouraged more frequent attendance and offered assistance with any scheduling or support needs. He will attempt to attend this week.
11/1/2024	[redacted]	e-engagement	I texted student regarding their absences over the past few weeks. I encouraged them to attend class more frequently (no more than 10 days in a row of absences or they risk being disenrolled). I offered my assistance with any scheduling or support needs.
11/1/2024	[redacted]	Re-Engagement	I called [redacted] regarding her absences from 10/28/24-11/1/24. I spoke with a family member who told me that she was not available to speak. I asked if I could leave a message, and she said yes. I encouraged more frequent attendance and offered assistance with any scheduling or support needs.

[redacted]	[redacted]	11/1/2024	Re-Engagement	I called [redacted] regarding his absences from 10/28/24-11/1/24. He said has been very busy with work. I encouraged more frequent attendance and offered assistance with any scheduling or support needs.
		11/1/2024	Re-Engagement	I called [redacted] regarding her absences from 10/28/24-11/1/24. She said has been very busy with work. I encouraged more frequent attendance and offered assistance with any scheduling or support needs. She will try to attend this week.
		11/4/2024	Re-engagement	[redacted] came to school on 10/31. His wife needs to go to chiropractic appointments from Oct. 30 to Nov. 14. He has a doctor's note. He needs to drive her to the appointments so he will not be at school for the next 2 or so weeks.
		11/4/2024	Re-Engagement	Contacted the student for being absent for several days to check on them and encourage their return to class.
		11/5/2024	Re-Engagement	I contacted the student to follow up on their absence for several days, check on them, and encourage their return to class.
		11/5/2024	Re-engagement	Reached out to student about attendance. She mentioned childcare and work as a factor for not coming to class. Does not plan on returning anytime soon.
		11/5/2024	Re-Engagement	Contacted the student for being absent for several days to check on them and encourage their return to class.
		11/5/2024	Re-engagement	Reached out to student and left VM about attendance.
		11/5/2024	Re-engagement	I have provided detailed information regarding the graduation to the student and answered her questions.
		11/5/2024	Re-Engagement	Contacted the student for being absent for several days to check on them and encourage their return to class.
		11/5/2024	Re-Engagement	I contacted the student to follow up on their absence for several days, check on them, and encourage their return to class.
		11/5/2024	Re-engagement	Student moved to a different part of the city. Let him know Grand was a closer site to him. He currently does not have transportation and is working 7 days a week.
		11/5/2024	Re-Engagement	Contacted the student for being absent for several days to check on them and encourage their return to class.
		11/5/2024	Re-engagement	Student moved to a different part of the city. Let him know Grand was a closer site to him. He currently does not have transportation and is working 7 days a week. Will look into going to Grand when time permits or come here when they get a car.
		11/6/2024	Re-engagement	The student was not able to come to class due to work, but now he will be attending the classes.
		11/6/2024	Re-engagement	The student is pregnant and will not be able to attend the classes.
		11/6/2024	Re-engagement	The student was unable to come to class due to his work schedule, but he will be attending now.
		11/6/2024	Re-engagement	I reached out to the student due to her absence, but she did not answer. I have left a voicemail.
		11/6/2024	Re-engagement	I have contacted and sent a message to the student about her attendance and am waiting for her response. She requested for Russian language support.
		11/6/2024	Re-engagement	The student reached out and mentioned she had health issues, and now she will be attending the class.
		11/6/2024	Re-engagement	I reached out to the student regarding the attendance, and he did not respond. But I left him a text.
		11/6/2024	Re-engagement	I reached out to the student regarding the attendance, and she did not respond. But I left her a text.
		11/6/2024	Re-engagement	I contacted the student about his attendance and sent him a text message. He said he would reach out later.

11/6/2024	[redacted]	[redacted]	Re-engagement	I have reached out to the student and sent him a text message regarding his attendance.
11/6/2024	[redacted]	[redacted]	Re-engagement	I have called the student regarding the attendance, but she needed Russian language support. I have sent her a text message to assist her with translation.
11/6/2024	[redacted]	[redacted]	Re-engagement	I have called the student regarding the attendance, but she needed language support. I have sent her a text message to assist her with translation.
11/6/2024	[redacted]	[redacted]	Re-engagement	The student has started coming to class since today.
11/6/2024	[redacted]	[redacted]	Re-engagement	I have called the student regarding his attendance, and he did not pick up the phone.
11/6/2024	[redacted]	[redacted]	Re-engagement	I have called the student regarding the attendance, but she needed language support. I have sent her a text message to assist her with translation.
11/6/2024	[redacted]	[redacted]	Re-engagement	I have called the student regarding his attendance, but he did pick up. I have left a voicemail.
11/14/2024	[redacted]	[redacted]	Re-Engagement	Contacted the student for being absent for several days to check on them and encourage their return to class.
11/14/2024	[redacted]	[redacted]	Re-engagement	I have contacted the student for an update regarding his attendance. She has not responded yet.
11/14/2024	[redacted]	[redacted]	Re-engagement	I have contacted the student for an update regarding his attendance. She has not responded yet.
11/14/2024	[redacted]	[redacted]	Re-engagement	I have contacted the student for an update regarding his attendance. He has not responded yet.
11/14/2024	[redacted]	[redacted]	Re-engagement	I have contacted the student for an update regarding his attendance. She has not responded yet.
11/14/2024	[redacted]	[redacted]	Re-engagement	I have contacted the student for an update regarding his attendance. She has not responded yet.
11/14/2024	[redacted]	[redacted]	Re-engagement	I have contacted the student for an update regarding his attendance. She has not responded yet.
11/14/2024	[redacted]	[redacted]	Re-engagement	I have contacted the student for an update regarding his attendance. She has not responded yet.
11/15/2024	[redacted]	[redacted]	Re-Engagement	I called to [redacted], regarding their absences on 11/15/2024. encouraged more frequent attendance and offered assistance with any scheduling or support needs. He said that he got a day shift job. I encouraged him to go to the evening classes.
11/15/2024	[redacted]	[redacted]	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024.The student did not answer the phone and voice message left.
11/15/2024	[redacted]	[redacted]	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024. encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/15/2024	[redacted]	[redacted]	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024. Encouraged more frequent attendance and offered assistance with any scheduling and support needs. The student said he will try to come more.
11/15/2024	[redacted]	[redacted]	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024. Encouraged more frequent attendance and offered assistance with any scheduling and support needs. The student said he was out of the country. He promised to come more.
11/15/2024	[redacted]	[redacted]	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024. encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/15/2024	[redacted]	[redacted]	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024. The student did not answer the phone and voice message left.
11/15/2024	[redacted]	[redacted]	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024. Encouraged more frequent attendance and offered assistance with any scheduling and support needs.

[redacted] [redacted]

11/15/2024	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024. The student did not answer the phone and I left a voice message.
11/15/2024	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024. Encouraged more frequent attendance and offered assistance with any scheduling and support needs.
11/15/2024	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024. encouraged more frequent attendance and offered assistance with any scheduling or support needs. He promised to come more often.
11/18/2024	Re-engagement	I attempted to contact [redacted] regarding her absences via text message today (11/18/24). I encouraged more regular attendance and offered any support Highlands or I could provide. As of this afternoon I have had no response from the student.
11/18/2024	Re-engagement	Contacted student on 11/18/2024 regarding attendance. Offered support if needed.
11/18/2024	Re-engagement	My paraeducator called. Student did not answer. I sent an Email encouraging [redacted] to attend school ASAP.
11/18/2024	Re-Engagement	I talked to [redacted] for being absent for several days to check on him and encourage him return to the class. He is currently working and not willing to attend the class.
11/18/2024	Re-engagement	[redacted] contacted me and said his employment is taking all his time right now, and that he needs to withdraw from school for now. He hopes to return to Highlands in the future when he has more availability.
11/18/2024	Re-engagement	I attempted to contact [redacted] regarding his absences via text message today (11/18/24). I encouraged more regular attendance and offered any support Highlands or I could provide. As of this afternoon I have had no response from the student.
11/18/2024	Re-Engagement	Student was emailed and sent a Brain App message regarding their absences and informing them of the policy of missing 10 days in the a row and being potentially dropped from the course. The student was encouraged to return back in person to school.
11/18/2024	Re-Engagement	The student has not responded to the contact.
11/18/2024	Re-Engagement	I called student regarding their absence from class since 2 Oct. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024	Re-Engagement	I talked to [redacted] for being absent for several days to check on him and encourage his return to the class. He was involved in a major accident but is willing to attend class.
11/18/2024	Re-engagement	I attempted to contact [redacted] regarding her absences via text message today (11/18/24). I encouraged more regular attendance and offered any support Highlands or I could provide. As of this afternoon I have had no response from the student.
11/18/2024	Re-engagement	[redacted] returned my message. She has college classes at Noon, but will now come from 8:30 to 11:00.
11/18/2024	Re-engagement	Student returned message, and will be in tomorrow (11/19/24). Student was emailed and sent a Brain App message regarding their absences and informing them of the policy of missing 10 days in the a row and being potentially dropped from the course. The student was encouraged to return back in person to school.
11/18/2024	Re-Engagement	The student has not responded to the contact.
11/18/2024	Re-engagement	My paraeducator, Naz, called. Student did not answer. I sent an Email encouraging [redacted] to attend school ASAP.

			Student was emailed and sent a Brain App message regarding their absences and informing them of the policy of missing 10 days in the a row and being potentially dropped from the course. The student was encouraged to return back in person to school.
11/18/2024	[redacted]	e-Engagement	The student has not responded to the contact.
11/18/2024		e-Engagement	I called student regarding their absence from class since 10 Oct. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024		e-Engagement	I emailed [redacted] on 11/12/24 regarding her absences and requested confirmation from her whether she wishes to complete a CTE program or petition for graduation. I provided her with next steps to contact her counselor and complete a CASAS test.
11/18/2024		e-Engagement	I left a V.M. to [redacted] for being absent for several days to check on them and encourage her return to the class.
11/18/2024		e-engagement	I attempted to contact [redacted] regarding his absences via text message today (11/18/24). I encouraged more regular attendance and offered any support Highlands or I could provide. As of this afternoon I have had no response from the student.
11/18/2024		e-engagement	Contacted student regarding attendance via call and text. No response.
11/18/2024		e-Engagement	I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/18/2024		e-Engagement	Called student. Student said he would try to return to class as soon as possible. Has been having trouble attending because of work.
11/18/2024		e-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		e-Engagement	Unable to reach the student. Left them a voicemail regarding their absences. Encouraged more frequent attendance.
11/18/2024		e-engagement	Sent student a second message (previous one was sent 10/22/24) regarding attendance via the Brain app. Student tends to come in around 7:50am to scan her phone and leave immediately. She doesn't stay for class, which starts at 8:30am, and does not complete any classwork.
11/18/2024		e-Engagement	I called and left a V.M. to [redacted] for being absent for several days to check on them and encourage him return to the class.
11/18/2024		e-Engagement	I talked to [redacted] for being absent for several days to check on him and encourage him return to the class. He was sick for the last 3 months, he promised to attend the class this week.
11/18/2024		e-Engagement	I called student regarding their absence from class since 30 Aug. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024		e-Engagement	I called [redacted] regarding his absences. He said that he was sick and is planning to return to class on December 2nd.
11/18/2024		e-Engagement	I emailed [redacted] regarding her absences and encouraged more frequent attendance. I am awaiting her response as to whether she requires a medical leave.
11/18/2024		e-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		e-engagement	Called the number on file and someone answered who does not speak any English. I need Spanish support for this student.
11/18/2024		e-engagement	Contacted student on 11/18/2024 regarding attendance. Offered support if needed.

[redacted]	[redacted]		
11/18/2024		Re-engagement	Number on file has been disconnected.
11/18/2024		Re-engagement	I called student, as he has more than 10 days of absence. Student informed that he started working and doesn't have an opportunity to attend classes now.
11/18/2024		Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
			Student was emailed and sent a Brain App message regarding their absences and informing them of the policy of missing 10 days in the a row and being potentially dropped from the course. The student was encouraged to return back in person to school.
11/18/2024		Re-Engagement	The student has not responded to the contact.
11/18/2024		Re-engagement	My paraeducator, Naz, called. Student did not answer. I sent an Email encouraging [redacted] to attend school ASAP.
11/18/2024		Re-engagement	Contacted student on 11/18/2024 regarding attendance. Offered support if needed.
11/18/2024		Re-Engagement	I called student regarding their absence from class since 11 Oct. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024		Re-Engagement	I called and left a V.M. to [redacted] for being absent for several days to check on her and encourage her return to the class.
11/18/2024		Re-engagement	Sent student a message via the Brain regarding absences and the possibility of being dropped.
11/18/2024		Re-Engagement	Talked to the student and she said she can come to school at 3;00pm on 11/18/24
11/18/2024		Re-engagement	Sent second message regarding attendance and the risk of being dropped, via the Brain app (first message sent 10/22/24).
11/18/2024		Re-Engagement	I was unable to reach the student so left her a VM encouraging her to come to class and is need any assistance she can give us a call. I called [redacted] regarding their absences. They mentioned that they are unhoused and couldn't find the specific class after the location was shared with them. I told the student where to find our class along with our hours of operation. They said that they would attend in person.
11/18/2024		Re-engagement	Contacted student on 11/18/2024 regarding attendance. Offered support if needed.
11/18/2024		Re-Engagement	I called student regarding their absence from class since 11 Oct. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024		Re-Engagement	I called student regarding their absence from class since 14 Oct. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024		Re-Engagement	I called student regarding their absence from class since 29 Aug. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024		Re-engagement	Called student and they promised to come to class soon.
11/18/2024		Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		Re-Engagement	I called student regarding their absence from class since 16 Sept. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024		Re-engagement	Sent student a second message via the Brain regarding absences, and the risk of being dropped (first message was sent 10/22/24).

[redacted]	[redacted]		I talked to [redacted] for being absent for several days to check on her and encourage her return to the class.
11/18/2024		Re-Engagement	She is currently caring for her sick child, but has promised to attend class.
11/18/2024		Re-Engagement	Talked to the student in-person. He is attending about once a week, but forgets to mark his attendance.
11/18/2024		Re-Engagement	I talked to [redacted], he confirmed to attend the class, I shared the address with him.
11/18/2024		Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		Re-Engagement	Unable to reach the student. Left them a voicemail regarding their absences. Encouraged more frequent attendance.
11/18/2024		Re-Engagement	I called student regarding their absence from class since 26 Aug. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024		re-engagement	I called this student. No answer. Left a message.
11/18/2024		Re-Engagement	I called and left a V.M. to [redacted] for being absent for several days to check on them and encourage her return to the class.
11/18/2024		Re-Engagement	Called the student a guy picked up the phone and said it's the wrong number and hang up the phone.
11/18/2024		Re-engagement	Sent a second message regarding attendance, and the risk of being dropped, via the Brain app (first message sent 10/22).
11/18/2024		Re-engagement	My paraeducator, Naz, called. Student did not answer. I sent an Email encouraging [redacted] to attend school ASAP.
11/18/2024		Re-engagement	My paraeducator, Naz, called. Student said he would come back this week. I also sent an Email encouraging [redacted] to attend school ASAP.
11/18/2024		Re-engagement	Student has left the state due to his tucking work. He is not sure when he will be back.
11/18/2024		Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		Re-Engagement	Student said that they are now attending college, and will not be returning to Highlands. Said to be removed from roster.
11/18/2024		Re-engagement	Sent student a second message via the Brain regarding absences and risk of being dropped (first message sent 10/22/24).
11/18/2024		Re-engagement	I attempted to contact [redacted] regarding her absences via text message today (11/18/24). I encouraged more regular attendance and offered any support Highlands or I could provide. As of this afternoon I have had no response from the student.
11/18/2024		Re-engagement	I called [redacted] regarding their absences on October 21st. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. During the conversation, he informed me that he no longer wishes to attend Highland.
11/18/2024		Re-Engagement	I called student regarding their absence from class since 13 Sept. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024		Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		Re-Engagement	I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.

[redacted]	[redacted]	11/18/2024	Re-Engagement	I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
		11/18/2024	Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
		11/18/2024	Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
		11/18/2024	Re-engagement	I attempted to contact [redacted] regarding his absences via text message today (11/18/24). I encouraged more regular attendance and offered any support Highlands or I could provide. As of this afternoon I have had no response from the student.
		11/18/2024	Re-Engagement	I called the student twice did not picked up her phone left her a VM encouraging her to come to class and she need any assistance she can give us a call.
		11/18/2024	Re-Engagement	I called [redacted] regarding her absences on 11/18/2024 at 2:55. She mentions that she moved to a different state to live with her daughter. She will not return to school now.
		11/18/2024	Re-Engagement	I called student regarding their absence from class since 17 Oct. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
		11/18/2024	Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
		11/18/2024	Re-engagement	Attempted to contact, but phone number is not active.
		11/18/2024	Re-Engagement	I called the student regarding their absences. They mentioned that they would like to transfer to CICA. I gave them our school office phone number, so they could call and begin that process.
		11/18/2024	re-engagement	I made a phone call on Monday November 18th. The student promised to attend tomorrow.
		11/18/2024	Re-Engagement	Student was emailed and sent a Brain App message regarding their absences and informing them of the policy of missing 10 days in the a row and being potentially dropped from the course. The student was encouraged to return back in person to school. The student has not responded to the contact.
		11/18/2024	Re-engagement	Called and texted student. No reply.
		11/18/2024	Re-Engagement	I called [redacted] regarding his absences. He said that he started working, he is a truck driver and will return to the classroom in December.
		11/18/2024	Re-Engagement	I called [redacted] regarding his absences on October 21st. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. During the conversation, he informed me that he no longer wishes to attend Highland.
		11/18/2024	Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
		11/18/2024	Re-engagement	Student is unable to attend classes for the foreseeable future.
		11/18/2024	Re-Engagement	Student was emailed and sent a Brain App message regarding their absences and informing them of the policy of missing 10 days in the a row and being potentially dropped from the course. The student was encouraged to return back in person to school. The student has not responded to the contact.

[redacted]	[redacted]		
11/18/2024		Re-engagement	My paraeducator, Naz, called. Student did not answer. I sent an Email encouraging [redacted] to attend school ASAP.
11/18/2024		Re-engagement	My paraeducator, Naz, called. Student did not answer. I sent an Email encouraging [redacted] to attend school ASAP.
11/18/2024		Re-engagement	Contacted student on 11/18/2024 regarding attendance. Offered support if needed.
			Student was emailed and sent a Brain App message regarding their absences and informing them of the policy of missing 10 days in the a row and being potentially dropped from the course. The student was encouraged to return back in person to school.
11/18/2024		Re-Engagement	The student has not responded to the contact.
11/18/2024		Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		Re-engagement	Student has stated that they are leaving to their home country and aren't sure that they will be back.
11/18/2024		Re-Engagement	I called student regarding their absence from class since 27 Aug. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/18/2024		Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		re-engagement	Hads a conversation over the phone. The student moved to the Southern California.
11/18/2024		Re-Engagement	I called the student regarding their absences. They said that they are no longer interested in attending classes as their benefits period has expired. They would like to be dropped from the system.
11/18/2024		Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		Re-Engagement	I talked to [redacted] for being absent for several days to check on him and encourage him return to the class. He is not able to attend the class, he is asking for online class, and he is waiting for Highlands to reach out him for CICA.
11/18/2024		Re-engagement	Contacted student on 11/18/2024 regarding attendance. Offered support if needed.
11/18/2024		Re-engagement	Contacted student on 11/18/2024 regarding attendance. Offered support if needed.
11/18/2024		Re-engagement	Attempted to call and text student. No reply.
11/18/2024		Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		Re-Engagement	The student's phone number is not valid. I called his wife, introduced myself, but she hung up on me.
11/18/2024		Re-engagement	Sent student a second message regarding attendance via the Brain (first message was sent on 10/22/24).
11/18/2024		Re-engagement	Sent message via the Brain regarding absences and possibility of being dropped.
11/18/2024		Re-engagement	My paraeducator, Naz, called. Student did not answer. I sent an Email encouraging [redacted] to attend school ASAP.
11/18/2024		Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024		Re-engagement	My paraeducator, Naz, called. Student did not answer. I sent an Email encouraging [redacted] to attend school ASAP.

[redacted]

11/18/2024	Re-Engagement	Spoke with student. Student has been busy caring for ill family member, and overwhelmed with work. Student will try to attend this week but cannot make any promises.
11/18/2024	Re-Engagement	I called [redacted] regarding his absences. He said that he will return to the classroom tomorrow (11/19/24).
11/18/2024	Re-engagement	I have reached out to the student on multiple occasions because of his low attendance. He has not replied yet.
11/18/2024	Re-engagement	Contacted student regarding attendance via call and text. No response.
11/18/2024	Re-Engagement	I talked to [redacted] for being absent for several days to check on them and encourage him return to the class. He is currently attending CRC college and not willing to attend the class.
11/18/2024	Re-Engagement	I called [redacted] regarding his absences. He said that he is currently moving to a new apartment, so he doesn't have time to attend classes. I encouraged more frequent attendance.
11/18/2024	Re-engagement	I called the student, and she will attend the class regularly since tomorrow November 19, 2024
11/18/2024	Re-Engagement	I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/18/2024	Re-engagement	Contacted student regarding attendance via call and text. No response.
11/18/2024	Re-engagement	Called student and they came to class right away!
11/18/2024	Re-engagement	I have contacted the student, and he will be attending the class.
11/18/2024	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/18/2024	Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs. Student was emailed and sent a Brain App message regarding their absences and informing them of the policy of missing 10 days in the a row and being potentially dropped from the course. The student was encouraged to return back in person to school.
11/18/2024	Re-Engagement	The student has not responded to the contact.
11/18/2024	Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
11/18/2024	Re-Engagement	I tried to call the student, but his phone is turned off. I left a VM
11/18/2024	Re-Engagement	I tried to call the student, but her phone is turned off. I left a VM
11/18/2024	Re-Engagement	I talked to [redacted] for being absent for several days to check on him and encourage his return to the class. He is currently working and he is not willing to return to school.
11/18/2024	Re-Engagement	The student phone number is not Valid. I called the husband and left V.M.
11/18/2024	Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.

[redacted]	[redacted]	11/18/2024	Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
		11/18/2024	Re-Engagement	Called student. Student has been very busy and unable to attend. Said they would try to come in this week.
		11/18/2024	Re-engagement	I have reached out to the student on multiple occasions because of her low attendance. She has not replied yet.
		11/18/2024	Re-engagement	Contacted student on 11/18/2024 regarding attendance. Offered support if needed.
		11/18/2024	Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs. Student is not currently completing any work in my class and says she has been attending Graham Tourey's class. I requested she be dropped from my attendance roster.
		11/18/2024	Re-Engagement	I called student regarding their absence from class since 19 Aug. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
		11/19/2024	Re-engagement	Student contacted me as a follow-up to yesterday's message. They are unable to attend in person, and have been in contact with CICA to get on their waiting list.
		11/19/2024	re-engagement	I have reached out to student 5 times in the past several weeks and she does not reply. See previous log entries for 11/1/24, 10/25/24, 10/4/24, 9/4/24, and 8/27/24.
		11/19/2024	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. We left a voice message.
		11/19/2024	Re-engagement	A follow up email was on 11/19/2024. It said . . . Dear Student, I hope that you are doing well. This is a friendly reminder that you should attend school at least three times a week. If you do not attend school, you might be dropped from class. Please let me know if you have any questions. Sincerely, Andrey
		11/19/2024	Re-engagement	
		11/19/2024	Re-engagement	Left a voice message.
		11/19/2024	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that she wants to attend online classes.
		11/19/2024	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that she cannot come to class for another week due to a family emergency.
		11/19/2024	Re-engagement	Number is out service.
		11/19/2024	Re-Engagement	I called [redacted] regarding their absences on November 15. She didn't answer and I left voice message about our new school attendance policy.
		11/19/2024	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that she she will come to class soon.
		11/19/2024	Re-Engagement	Due to the distance, the student cannot come to class regularly.
		11/19/2024	Re-engagement	Left student a voice mesage.
		11/19/2024	Re-engagement	The student got transferred to CICA.
		11/19/2024	re-engagement	Student has completed all academic credits and is waiting to start the CTE program, which she is enrolled in for start date January 2025.

11/19/2024	[redacted]	[redacted]	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that she cannot come to class because she found a full-time job.
11/19/2024			Re-Engagement	I called [redacted] regarding his absence on November 15. Encouraged more frequent attendance with any scheduling or supporting needs. He wants to go to school but he works in another state.
11/19/2024			re-engagement	The student will not be attending school due to her busy schedule.
11/19/2024			re-engagement	The student will not be attending school due to her busy schedule.
11/19/2024			Re-engagement	Student would like to take off workforce and just focus on English and History.
11/19/2024			Re-engagement	Left student a voice management.
11/19/2024			Re-Engagement	I called [redacted] regarding her absences on 11/18/2024 and she didn't answer so I left a voice message.
11/19/2024			Re-Engagement	I called [redacted] regarding his absences on 11/19. Encouraged more frequent attendance and offering assistance with any scheduling or support needs. He cannot return school because he works everyday.
11/19/2024			Re-Engagement	Called student on Monday 11/18/2024 but phone number was disconnected
11/19/2024			Re-engagement	Student said CICA independent study would be a better option. I've reached out to his counselor to go over the options with him.
11/19/2024			re-engagement	I have reached out to student 5 times in the past several weeks and she replies to say she will come to class yet she does not attend. See previous log entries for 11/1/24, 10/25/24, 10/15/24, 10/4/24, and 9/4/24. She has been offered the PM program and CICA and she has not been transferred.
11/19/2024			Re-engagement	Student said he will be coming back.
11/19/2024			Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024			Re-engagement	Student is out of the country and waiting for Visa to come back.
11/19/2024			Re-Engagement	The student said that his work time was changed, he has no time to come back to class.
11/19/2024			Re-engagement	The number is out of service.
11/19/2024			Re-engagement	We called [redacted] regarding her absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student shared with us that she moved to Los Angeles.
11/19/2024			Re-Engagement	Called student on Monday 11/18/2024. Student texts wanted to be drop out
11/19/2024			Re-Engagement	Never returns calls or texts.
11/19/2024			re-engagement	The student will not attend school due to his work schedule.
11/19/2024			Re-Engagement	Called student on Monday 11/18/2024. Student texts wanted to be drop out
11/19/2024			Re-Engagement	Texted and she said she might come back.
11/19/2024			Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024			Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/19/2024			Re-engagement	Left voice message.

[redacted] [redacted]

11/19/2024	Re-engagement	Left student a voice message.
11/19/2024	Re-engagement	I called [redacted], [redacted] but no answer. Left her VM.
11/19/2024	Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due to too busy at this time
11/19/2024	Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due have no time
11/19/2024	Re-Engagement	I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/19/2024	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	Re-Engagement	Student lives far from Las Palmas location and cannot attend class due lack of transportation and work schedule.
11/19/2024	Re-engagement	Reached out to student via text message regarding missing attendance from Oct-Nov 2024, student didn't respond
11/19/2024	Re-engagement	The student got transferred to CICA.
11/19/2024	Re-engagement	Called and left a voicemail.Her niece called me back and said that [redacted] left the country. She gave us permission to drop her from the system since she won't be returning anytime soon.
11/19/2024	Re-engagement	I called to [redacted] regarding their absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that he is working, so he might be interested on taking online class.
11/19/2024	Re-engagement	Student said he would be returning today 11/19/24 but didn't show up. He is working.
11/19/2024	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	Re-Engagement	I called [redacted] regarding her absences 11/18/2024. Encouraged more frequent attendance and offering assistance with any scheduling or supporting needs. She will come back.
11/19/2024	Re-engagement	Student is about to have baby but will be back to try to finish everything before delivery.
11/19/2024	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	Re-engagement	Student is currently doing seasonal delivery and hopes to come back next January.
11/19/2024	Re-Engagement	Contacted the student he stated that he was sick and had hurt his leg he will be back in class tomorrow on of 11/20/2024
11/19/2024	Re-Engagement	I called to [redacted] regarding their absences on 11/15/2024. The student phone number has changed.
11/19/2024	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. There was no answer. Will send a follow up email to the student on 11/19/2024. A follow up email was on 11/19/2024. It said . . . Dear Student, I hope that you are doing well. This is a friendly reminder that you should attend school at least three times a week. If you do not attend school, you might be dropped from class. Please let me know if you have any questions. Sincerely, Andrey
11/19/2024	Re-engagement	
11/19/2024	Re-engagement	Number is out of service.
11/19/2024	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.

11/19/2024	[redacted]	Re-Engagement	The student has to go to work and is taking a nail class now, can't come to school.
11/19/2024	[redacted]	Re-Engagement	I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/19/2024	[redacted]	e-engagement	Student has completed all academic credits and is not interested in CTE programs. She is waiting to graduate in January 2025 and has been in contact with her counselor.
11/19/2024	[redacted]	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that she will come to class soon.
11/19/2024	[redacted]	Re-Engagement	Texted for see if students still wants to come. No answer yet...
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Mailbox has not set up, unable to leave message
11/19/2024	[redacted]	e-engagement	The student is working a full time; thus, he is not able to attend the school.
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due to too busy at this time
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due to health reasons
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	[redacted]	Re-Engagement	Para reached out to [redacted] on 11/18, [redacted] indicated that she will not be returning to class. In a previous log entry dated 9/27, I noted that she returned her phone and said she wouldn't be returning to class.
11/19/2024	[redacted]	Re-Engagement	Unable to contact student anymore since he self-disenrolled last months. He cannot attend school anymore since he works every day. He returned his G Pixel Fold Phone. -
11/19/2024	[redacted]	Re-Engagement	Unable to contact student anymore because he self-disenrolled last months. He cannot attend school anymore since he works every day. He returned his G Pixel Fold Phone. -
11/19/2024	[redacted]	Re-Engagement	I called [redacted] regarding her absences on 11/18/2024 and she didn't answer so I left voice message
11/19/2024	[redacted]	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. There was no answer. WIll send a follow up email on 11/19/2024. A follow up email was on 11/19/2024. It said . . . Dear Student, I hope that you are doing well. This is a friendly reminder that you should attend school at least three times a week. If you do not attend school, you might be dropped from class. Please let me know if you have any questions. Sincerely, Andrey
11/19/2024	[redacted]	Re-engagement	
11/19/2024	[redacted]	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. There was no answer. Will send a follow up email on 11/19/2024.
11/19/2024	[redacted]	Re-Engagement	The student will no longer be attending school because of work commitments.
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Student wants to drop out due to health reasons
11/19/2024	[redacted]	Re-Engagement	Texted to encourage her to come back to class.
11/19/2024	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.

11/19/2024	[redacted]	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Per student wants to continue. She came in class later at night
11/19/2024	[redacted]	[redacted]	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	[redacted]	[redacted]	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	[redacted]	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Per student wants to continue with school and will come in this week
11/19/2024	[redacted]	[redacted]	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	[redacted]	[redacted]	Re-engagement	I called [redacted] regarding his absences on 11/19. His phone is disconnected.
11/19/2024	[redacted]	[redacted]	Re-Engagement	The student said the he just started working recently, can't come back to class.
11/19/2024	[redacted]	[redacted]	Re-engagement	Student is working and would like to return in January.
11/19/2024	[redacted]	[redacted]	Re-Engagement	Reached out via phone on Nov 5th, 2024. No response. Reached out via phone on Nov 12th, 2024. No response. Reached out via Edmentum on Nov 7th, 2024. No response. Reached out via phone on Nov 19th, 2024. Nothing yet.
11/19/2024	[redacted]	[redacted]	Re-engagement	Family emergencies at the moment and will return when everything is better.
11/19/2024	[redacted]	[redacted]	Re-Engagement	The student said that she has to deliver baby soon, that's why she can't come to class.
11/19/2024	[redacted]	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/19/2024	[redacted]	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due too busy
11/19/2024	[redacted]	[redacted]	Re-engagement	I called to [redacted] regarding their absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The students said that she will come back to school this week.
11/19/2024	[redacted]	[redacted]	Re-Engagement	He said he thought this week was no school and left on a week work to San francisco he will be back on 11/22/2024
11/19/2024	[redacted]	[redacted]	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that she will come to class more often.
11/19/2024	[redacted]	[redacted]	Re-engagement	Number is out of service.
11/19/2024	[redacted]	[redacted]	re-engagement	The student has promised to attend school regularly.
11/19/2024	[redacted]	[redacted]	re-engagement	The student is planning to attend school regularly.
11/19/2024	[redacted]	[redacted]	Re-engagement	We called [redacted] regarding his absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that he cannot come to class because he found a full-time job.
11/19/2024	[redacted]	[redacted]	Re-engagement	Contacted student regarding missing attendance from Oct-Nov 2024. The student has moved to Marconi Ave. Due to a lack of transportation, they cannot attend class.
11/19/2024	[redacted]	[redacted]	Re-engagement	We called [redacted] regarding his absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that he will come to class soon.
11/19/2024	[redacted]	[redacted]	Re-engagement	Student currently is focused on working and will be back when finances are better.

11/19/2024	[redacted]	Re-engagement	The student got transferred to CICA.
11/19/2024	[redacted]	Re-Engagement	Contacted the student he said he will be in class tomorrow which will be 11/20/2024
11/19/2024	[redacted]	re-engagement	The student is not available. He does not respond to phone calls, emails, texts.
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due to have no time for school
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due to too busy at this time
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Student wants to continue and will come in this week
11/19/2024	[redacted]	Re-Engagement	Came in today!
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Per student wants to continue and will come in this week
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Student wants to drop out since he has moved to another state
11/19/2024	[redacted]	Re-Engagement	Sheila Called. Coming in today
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	[redacted]	Re-Engagement	Texted again, but no response. I think I heard a rumor that she was in Vietnam, but I'll have to confirm.
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Per student wants to continue & will come to class this week
11/19/2024	[redacted]	Re-Engagement	Texted , but then say that she came in yesterday.
11/19/2024	[redacted]	Re-Engagement	Said she's coming to class this week.
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Student wants to drop out
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due to too busy at this time
11/19/2024	[redacted]	Re-Engagement	Texted to see if she were coming to class.
11/19/2024	[redacted]	Re-Engagement	Texted to see if she were coming to class.
11/19/2024	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	[redacted]	Re-Engagement	The student said that she is taking a nail class now, can't come to class at the momment.
11/19/2024	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/19/2024	[redacted]	Re-Engagement	Called student on Monday 11/18/2024. Student wants to drop out since she's too busy with her children

	[redacted]		I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also
11/19/2024		Re-Engagement	ask if the student needs any support to come back to class.
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Phone number has been disconnected
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Per student she just had a baby and would like to continue. She'll come in this week
			I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also
11/19/2024		Re-Engagement	ask if the student needs any support to come back to class.
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Per student wants to drop out since she has no time.
11/19/2024		Re-engagement	Student will return Wednesday 11/20/24
11/19/2024		Re-engagement	We called [redacted] regarding his absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that he does not want to attend class.
11/19/2024		Re-Engagement	The student will no longer be attending school because of work commitments.
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due to too busy at this time
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024 and left message
			I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also
11/19/2024		Re-Engagement	ask if the student needs any support to come back to class.
			I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also
11/19/2024		Re-Engagement	ask if the student needs any support to come back to class.
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Student wants to continue and will come in this week
			I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also
11/19/2024		Re-Engagement	ask if the student needs any support to come back to class.
			A follow up email was on 11/19/2024. It said . . . Dear Student, I hope that you are doing well. This is a friendly reminder that you should attend school at least three times a week. If you do not attend school, you might be dropped from class. Please let me know if you have any questions. Sincerely, Andrey
11/19/2024		Re-engagement	
11/19/2024		Re-engagement	We called [redacted] regarding his absences on 11/18/2024. But there was not answer. Will send an email on 11/19/2024.
11/19/2024		Re-Engagement	I called [redacted] regarding his absences on 11/15. Encouraged more frequent attendance with any scheduling or supporting needs.He said he will attend the school. -
11/19/2024		Re-engagement	Left a voice message.

11/19/2024	[redacted]	Re-engagement	Left a voice message.
11/19/2024	[redacted]	Re-engagement	We called [redacted] regarding her absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that she would like to attend pm classes or online classes.
11/19/2024	[redacted]	Re-engagement	I sent a voice mail to the student regarding their absences. Encouraged more frequent attendance and offered assistance with any scheduling and support needs.
11/19/2024	[redacted]	Re-engagement	I contacted (text message) [redacted] regarding her absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/19/2024	[redacted]	Re-Engagement	Texted student to ask if he is still going to be able to work toward his hs diploma. Asked him if he needs to be transferred to our PM program or CICA since he is in law enforcement training during the day. Reminded him about the new attendance policy and informed him that he may be dropped for lack of attendance.
11/19/2024	[redacted]	e-engagement	
11/19/2024	[redacted]	Re-engagement	Contacted student regarding returning to class. Left a VM
11/19/2024	[redacted]	Re-Engagement	This student is at risk for disenrollment, and I called her regarding about our new attendance policies and explained her everything. She goes to college every day so she couldn't attend the school. She promised to return the school phone soon. -
11/19/2024	[redacted]	e-engagement	The student does not respond to the phone calls.
11/19/2024	[redacted]	Re-Engagement	Talked to the student she said her daughter is sick and encouraged her to attend class regularly.
11/19/2024	[redacted]	Re-Engagement	I called [redacted] regarding her absences on 11/15 and she didn't answer. I left voice message. -
11/19/2024	[redacted]	Re-engagement	Contacted student regarding missing attendance Oct-Nov 2024. The student has a newborn baby. She will return when she's feeling better
11/19/2024	[redacted]	Re-engagement	Contacted student regarding missing attendance from Oct-Nov 2024. Far distance from campus and work schedule have affected attendance, will do their best to return when possible.
11/19/2024	[redacted]	Re-engagement	
11/19/2024	[redacted]	Re-engagement	Contacted student regarding coming back to school and re-engaging. The student was in a car accident and student's wife has a newborn baby.
11/19/2024	[redacted]	Re-engagement	[redacted] emailed today that she got a job and cannot come to school because of her work schedule. --djh
11/19/2024	[redacted]	Re-engagement	I sent a voice mail to the student regarding their absences. Encouraged more frequent attendance and offered assistance with any scheduling and support needs.
11/19/2024	[redacted]	Re-engagement	Student is currently working and focused on her finances.
11/19/2024	[redacted]	Re-engagement	Reached out to student via text message regarding missing attendance from Oct-Nov 2024. Student didn't respond
11/19/2024	[redacted]	Re-Engagement	Para made a phone call and left a VM message on 11/18. I spoke with [redacted] and his wife [redacted] the last time they came to class on 9/26. They said they had gotten full time jobs and wouldn't be returning to class.
11/19/2024	[redacted]	Re-Engagement	Para made a phone call and left a VM message on 11/18. I spoke with [redacted] and her husband [redacted] the last time they came to class on 9/26. They said they had gotten full time jobs and wouldn't be returning to class.
11/19/2024	[redacted]	Re-engagement	We called [redacted] regarding his absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that he cannot come to class because he moved.

[redacted]	[redacted]		
11/19/2024		Re-engagement	We called [redacted] regarding her absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that she cannot come to class because she moved.
11/19/2024		Re-engagement	Student will return sometime this week.
11/19/2024		e-engagement	The student left the country.
11/19/2024		Re-engagement	We called [redacted] regarding his absences on 11/18/2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that he cannot come to class because he found a full-time job.
11/19/2024		Re-Engagement	The student will no longer be attending school because of work commitments.
11/19/2024		e-engagement	The student it not able to attend the school because of the high blood pressure after giving a birth. She is planning to be out of school for about a month.
11/19/2024		e-engagement	The students is pregnant and is experience health problems. She is not able to attend the school.
11/19/2024		e-engagement	The student will attend our school. He was absent due to his work schedule.
11/19/2024		Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/19/2024		Re-Engagement	The student came back to class today.
11/19/2024		Re-engagement	Student would like to transfer to CICA
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024		Re-Engagement	Texted to see if she was coming to class and she said she could come in today...but never came in.
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Student wants to continue and will come in this week
11/19/2024		Re-Engagement	Texted to see if she were coming to class.
11/19/2024		Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Student moved to another state
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Per student wants to continue and will come in this week
11/19/2024		Re-Engagement	Finished with Advanced Beauty College. Might not come back to class because she needs a job.
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Per student wants to continue and will come in this week
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due to health reasons
11/19/2024		Re-Engagement	The student said that he has a job now, can't come to class.
11/19/2024		Re-Engagement	I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024		Re-Engagement	Called student on Monday 11/18/2024. Per student wanted to drop out due to too busy at this time

		A follow up email was on 11/19/2024. It said . . . Dear Student, I hope that you are doing well. This is a friendly reminder that you should attend school at least three times a week. If you do not attend school, you might be dropped from class. Please let me know if you have any questions. Sincerely, Andrey
11/19/2024	Re-engagement	
11/19/2024	Re-engagement	We called [redacted] regarding his absences on 11/18/2024. We left a voice message. Will send a follow up email on 11/19/2024.
11/19/2024	Re-Engagement	Called student on Monday 11/18/2024. Student wants to continue and will come in this week
11/19/2024	Re-engagement	The student got transferred to CICA.
11/19/2024	Re-Engagement	Texted for re-engagement. She is studying online and doesn't want to come in person anymore.
11/19/2024	Re-Engagement	Called student on Monday 11/18/2024 left message
11/19/2024	Re-Engagement	Called student on Monday 11/18/2024 and left message
11/19/2024	Re-Engagement	Was texted and came back yesterday to night class. Might transfer to evening.
11/19/2024	Re-engagement	Left student a voice message.
11/19/2024	Re-engagement	I called to [redacted] regarding their absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/20/2024	Re-Engagement	I called the student regarding their absences on November 20, 2024. She did not respond to the call. I sent the student a text message asking them to contact me or the school.
11/20/2024	Re-Engagement	I called [redacted] on 11/20/24 at 2:16pm, and he stated that he registered for CICA online, not in person.
11/20/2024	Re-Engagement	I called [redacted] 11/20/24 at 1:43pm Her daughter picked up and informed her that they would be unable to attend class due to the distance from their home.
11/20/2024	Re-Engagement	I called [redacted] 11/20/24 at 1:43pm Her daughter picked up and informed her that they would be unable to attend class due to the distance from their home.
11/20/2024	Re-engagement	The student wants to attend online classes. She is waiting for open enrollment at CICA, so please remove them from my class.
11/20/2024	Re-engagement	May not attend, Struggling to find a babysitter
11/20/2024	Re-engagement	I messaged the student ([redacted] regarding her absences in November. Although the student moved from the area, she still wants to attend a school close to home.
11/20/2024	Re-engagement	The student promised to come back tomorrow
11/20/2024	Re-Engagement	I called today 11/20/24; at 1:30pm someone else picked up and said this is the wrong number.
11/20/2024	re-engagement	Messaged student again today to encourage her to come to class because she may be disenrolled due to lack of attendance. I asked her if there are any barriers to her being able to attend that Highlands may assist with, for example if transportation is an issue we have bus passes.
11/20/2024	Re-engagement	She is in Mexico, waiting for her visa
11/20/2024	Re-Engagement	I texted the student on 11/20/2024, asking the to contact me or the school.
11/20/2024	Re-engagement	Left message on voicemail requesting her to return.

11/20/2024	[redacted]	Re-engagement	No response. Left a VM
11/20/2024	[redacted]	Re-Engagement	I called Evelina on 11/20/24 at 1:51 p.m., and she said she would come to class tomorrow.
11/20/2024	[redacted]	Re-Engagement	I contacted [redacted] on 11/20/24 at 2:01 pm, and there was no answer, and the voicemail was not set up to leave a message.
11/20/2024	[redacted]	Re-engagement	The student wants to attend online classes. She is waiting for open enrollment at CICA, so please remove them from my class.
11/20/2024	[redacted]	Re-Engagement	The student left his country and will return when he returns.
11/20/2024	[redacted]	Re-Engagement	I texted the student on 11/20/2024, asking them to contact me or the school.
11/20/2024	[redacted]	Re-Engagement	[redacted] was contacted in regards to absences. Student informed us he is working and very busy. He will not be able to attend classes.
11/20/2024	[redacted]	Re-engagement	The student promised to come back on Monday
11/20/2024	[redacted]	re-engagement	The student doesn't plan to come back.
11/20/2024	[redacted]	Re-engagement	The student doesn't plan to come back
11/20/2024	[redacted]	re-engagement	The student doesn't plan to come back
11/20/2024	[redacted]	Re-Engagement	I called the student; he has moved out of California to the state of Kansas
11/20/2024	[redacted]	Re-Engagement	I contacted him today, 11/20/24, at 1:22pm, no answer, and I left a voice message.
11/20/2024	[redacted]	Re-Engagement	[redacted] was contacted regarding absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. Student will attend more often.
11/20/2024	[redacted]	Re-engagement	The student wants to attend online classes. She is waiting for open enrollment at CICA, so please remove them from my class.
11/20/2024	[redacted]	Re-Engagement	The student said that he is still interested in taking class. He was sick last week and is busy this week. He will come back to class after Thanksgiving break.
11/20/2024	[redacted]	Re-Engagement	[redacted] was contacted regarding absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. Student will come more often.
11/20/2024	[redacted]	Re-Engagement	[redacted] was contacted in regards to absences. Student informed us he is working and not able to continue classes.
11/20/2024	[redacted]	Re-Engagement	The student said that he came to class on 11/15. He is still interested in taking class.
11/20/2024	[redacted]	Re-Engagement	I called [redacted] on 11/20/24 at 1:56 pm, and he indicated he was not coming to class because he had moved.
11/20/2024	[redacted]	re-engagement	No response. Left a VM
11/20/2024	[redacted]	Re-Engagement	I texted the student on 11/20/2024, asking the to contact me or the school.
11/20/2024	[redacted]	re-engagement	Called student, and he returned on 11.20.
11/20/2024	[redacted]	Re-engagement	Called student, he said he will return this week.
11/20/2024	[redacted]	Re-Engagement	[redacted] was contacted in regards to his absences. Student informed us he is working and does not have time to attend any classes. SOR will be informed.
11/20/2024	[redacted]	Re-Engagement	[redacted] was contacted in regards to absences. Student mentioned they cannot attend classes anymore. SOR will be contacted about it.
11/20/2024	[redacted]	Re-Engagement	[redacted] was contacted in regards to absences. Student informed us they do not have any more time to attend classes. We will inform SOR about their decision.

[redacted]	[redacted]		The student said that she is busy working now. She has no time to come to class. She will come back when she has free time.
11/20/2024		Re-Engagement	transfer out
11/20/2024		Re-engagement	The student wants to attend online classes.He is waiting for open enrollment at CICA, so please remove them from my class.
11/21/2024		re-engagement	Phone call conversation: She stopped attending our school because she goes to the American River College
11/21/2024		Re-engagement	We contacted the student. She has expressed that she has a full-time job and cannot attend classes.
11/21/2024		re-engagement	A phone call / the message is left about not attending class
11/21/2024		Re-engagement	Student was contacted but she said she can't attend classes now
11/21/2024		Re-engagement	Student was re-engaged, she is planning to come back to class on the 22d of November
11/21/2024		Re-engagement	The student was contacted and encouraged to attend classes but she has informed that she is moving to another city and won't be able to come to school
11/21/2024		Re-engagement	Student was re-engaged to attend classes. He expressed interest in moving to another location
11/21/2024		re-engagement	A phone call / the message is left about not attending class
11/21/2024		Re-engagement	The student was contacted and encouraged to attend classes. The student plans to come back on Friday the 22d of November
11/21/2024		Re-Engagement	On Thu 11/21/24, Student replied by text stating that he wants to continue with school.
11/21/2024		Re-engagement	The students expressed intention to attend classes starting November 22
11/21/2024		re-engagement	A phone call / got ill. promised to start attending the class.
11/21/2024		re-engagement	A phone call / lack of attendance/ the student got a job.
11/21/2024		Re-engagement	The student was contacted and encouraged to come back to school. The student expresses interest and plans to come back after the break or sooner.
11/21/2024		Re-engagement	The student was informed that she might be transferred out due to lack of attendance. In response, she expressed her intention to return to class
11/21/2024		re-engagement	a phone call/started to work
11/21/2024		re-engagement	phone call / started working. can't attend school.
11/21/2024		Re-Engagement	Texted student for re-engagement.
11/21/2024		Re-Engagement	Student texted on 11/21/24 stated she wants to drop out since she's too busy
11/21/2024		Re-Engagement	The student said that she has to go back to Vietnam because of the family emergency. She will come back to school when she is back to America.
11/21/2024		re-engagement	The phone call / a message is left about lack of attendance.
11/21/2024		re-engagement	Student replied to my text message from 11/20/24 to ask about CICA. I explained that he can earn his hs diploma through CICA, so he may want to transfer.

11/21/2024	[redacted]	[redacted]	Re-engagement	The student was contacted and encouraged to attend classes. She expressed intention to come back
11/21/2024	[redacted]	[redacted]	Re-Engagement	Texted student for re-engagement.
11/21/2024	[redacted]	[redacted]	Re-engagement	The student called us back and said that he has a full-time job. He is not interested in attending classes.
11/21/2024	[redacted]	[redacted]	Re-engagement	[redacted] husband, came in and brought records that state that their child was born on 10/19/24. He told me the reason for her absence is the fact that they don't have childcare. I explained that many students face those same challenges, and that this is not an acceptable reason for LOA. [redacted] said they have an appointment regarding childcare on 12/6, and that his wife will return to class after that. He then told me that he would be joining the class with his wife. I told him that was not allowed because he is not my student. He replied that he is a student in another class. I explained that only students on my roster should be attending my class, so he told me he was going to transfer to my class. I replied that would be impossible because he is a high level student, and that it would not make any sense for him to transfer to a level1 class.
11/21/2024	[redacted]	[redacted]	re-engagement	made a phone call/ can't attend school. the student got a job.
11/21/2024	[redacted]	[redacted]	re-engagement	The phone call / a message is left about a lack of attendance.
11/22/2024	[redacted]	[redacted]	Re-engagement	The student has just been transferred to Hccts and didn't know that she can already attend classes. She is planning to come back on November 21
11/22/2024	[redacted]	[redacted]	Re-engagement	Student is not planning to come back to school
11/22/2024	[redacted]	[redacted]	Re-engagement	Student has informed that can't attend school
11/22/2024	[redacted]	[redacted]	Re-engagement	Student is planning to come back to school in January 2025
11/22/2024	[redacted]	[redacted]	Re-Engagement	I sent a text message to Huafen Chen regarding her absences in August. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/22/2024	[redacted]	[redacted]	Re-Engagement	A text message regarding the attendance expectation has been sent to the student, encouraging frequent attendance.
11/22/2024	[redacted]	[redacted]	Re-Engagement	I sent a text message to [redacted] regarding her absences in September. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/22/2024	[redacted]	[redacted]	Re-Engagement	The student did not pick up the phone. left a text message encouraging attending class and explaining the attendance expectation.
11/22/2024	[redacted]	[redacted]	Re-engagement	Student was contacted and she informed the she is attending college now and can't come back to school
11/22/2024	[redacted]	[redacted]	Re-engagement	
11/22/2024	[redacted]	[redacted]	Re-engagement	
11/22/2024	[redacted]	[redacted]	re-engagement	I called [redacted] and a ELC teacher translated. She said she has two jobs and isn't returning to school.
11/22/2024	[redacted]	[redacted]	Re-engagement	
11/22/2024	[redacted]	[redacted]	Re-engagement	The student moved to another city and can't attend school
11/22/2024	[redacted]	[redacted]	Re-engagement	
11/22/2024	[redacted]	[redacted]	Re-Engagement	The student and her emergency contact did not pick up the phone, left a text message regarding her absence, and encouraged attending class.

[redacted]	[redacted]		
11/22/2024		Re-Engagement	I sent a text message to [redacted] regarding her absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/22/2024		Re-Engagement	I sent a text message to [redacted] regarding her absences in August. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/22/2024		Re-engagement	The student was contacted and informed that she didn't know the address of her Site and is planning to come to class on November 21
11/22/2024		Re-engagement	
11/22/2024		Re-engagement	Student is coming back from another city in 1 week
11/22/2024		Re-engagement	
11/22/2024		Re-Engagement	[redacted] came in and told me he is starting a carpenter training program. He wants to transfer to night classes. I told him we will be starting night classes soon. He said he would check in with me every few days to inquire. He wants to transfer as soon as we start.
11/22/2024		Re-Engagement	[redacted] was contacted in regards to absences. We contacted her multiple times through call and text. We had no response.
11/22/2024		Re-Engagement	The student did not pick up the phone. left a text message encouraging attending class and explaining the attendance expectation.
11/22/2024		Re-engagement	
11/22/2024		Re-engagement	
11/22/2024		Re-Engagement	I sent a text message to [redacted] regarding her absences in September. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/22/2024		Re-Engagement	I sent a text message to [redacted] regarding his absences in August. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/22/2024		Re-engagement	
11/22/2024		Re-engagement	
11/22/2024		Re-engagement	
11/25/2024		Re-Engagement	Student mentioned she was advised to not attend classes with [redacted]. Student mentioned she is scheduled to start classes at Asher on 12/2. Sent email to counselor & teacher.
11/25/2024		Re-Engagement	Phone call: Student was not available, left text message
11/25/2024		Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024		Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024		Re-Engagement	contacted student regarding their attendance
11/25/2024		Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024		Re-Engagement	contacted student regarding their attendance
11/25/2024		Re-Engagement	contacted student regarding attendance
11/25/2024		Re-Engagement	No answer. VM and text send
11/25/2024		Re-Engagement	Contacted student regarding attendance
11/25/2024		Re-Engagement	contacted student regarding their attendance

11/25/2024	[redacted]	Re-Engagement	Phone is off and unable to leave a VM. Send a text
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-Engagement	Contacted student's EC regarding students attendance, EC will pass along my message - would not give me updated phone number for [redacted]
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-Engagement	contacted student
11/25/2024	[redacted]	Re-Engagement	contacted student regarding their attendance
11/25/2024	[redacted]	Re-Engagement	No answer. Detailed VM was left Update: He has been working in SF will attend class Monday
11/25/2024	[redacted]	Re-Engagement	No answer and unable to leave a VM. Text was sent
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-Engagement	contacte student regarding their attendance
11/25/2024	[redacted]	Re-Engagement	Contacted student regarding their attendance
11/25/2024	[redacted]	Re-Engagement	contacted student regarding attendance Due to his new work schedule. He will speak to his work and see if there is flexibility to be able to attend school some days or will reach out to the teacher to see other options.
11/25/2024	[redacted]	Re-Engagement	No answer. unable to leave VM. text was send
11/25/2024	[redacted]	Re-Engagement	contacted student regarding attendance
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-Engagement	contacted student regarding their attendance
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-Engagement	contacted student regarding their attendance
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-engagement	Contacted student regarding attendance, sent follow up text.
11/25/2024	[redacted]	Re-Engagement	contacted student regarding their attendance
11/25/2024	[redacted]	Re-Engagement	contacted student regarding their attendance

[redacted] mentioned she has been going through some personal things in life, which is why she has not been able to attend class regularly & wanted to speak with someone else other than her assigned counselor since she last heard from her on 10/18. She mentioned she already walked the stage & completed all of her credits. According to the graduation progress, she has 10 remaining credits before we can graduate her from PowerSchool.

[redacted]	[redacted]	11/25/2024	Re-Engagement	Reached out to the lead counselor regarding student concerns.
		11/26/2024	Re-engagement	Wants to transfer to CICA.
		11/26/2024	Re-engagement	The student was attending online classes. Still he is interested to take online classes and awaiting for further directions to attend online. He can't attend in-person classes.
		11/26/2024	Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
		11/26/2024	Re-Engagement	Called the student. The student asked to be disenrolled; will return all the devices soon
		11/26/2024	Re-engagement	Would like to disenroll.
		11/26/2024	Re-Engagement	Will return Dec 2
		11/26/2024	Re-engagement	Student would like to disenroll. Working full time.
		11/26/2024	Re-Engagement	Called the student. The student asked to be disenrolled; will return all the devices soon.
		11/26/2024	Re-engagement	The student phone was unreachable. Voicemail and text message was sent to her about class attendance.
		11/26/2024	Re-Engagement	Student was out of state and will return Dec 2 to class.
		11/26/2024	Re-Engagement	I reached out to the student regarding their attendance. The student conveyed that they will not be able to attend either the morning or afternoon classes due to securing full-time employment. I provided them with information regarding CICA, and they indicated that they would consider it and contact their counselor if they express interest.
		11/26/2024	Re-Engagement	She has been sick. Will return Dec 2
		11/26/2024	Re-Engagement	Moved and is not near a site. She will reach out later to see if we have a site near her in the future.
		11/26/2024	Re-Engagement	Could not reach the student. Probably wrong number.
		11/26/2024	Re-Engagement	I was unable to contact the student concerning their attendance. I left a voicemail and sent a text message to follow up.
		11/26/2024	Re-Engagement	The student has some physical problems; will transfer to CICA.
		11/26/2024	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
		11/26/2024	Re-engagement	The student didn't respond the call. I left him a voicemail and a text message about his attendance and classes policy. As he didn't show up to the classes since months now.
		11/26/2024	Re-Engagement	I was unable to contact the student concerning their attendance. I left a voicemail and sent a text message to follow up.
		11/26/2024	Re-engagement	He didn't pick up the call. A voicemail and text message sent to the student as reminder if not return to class it will cause him that the services such phones provided by Highlands will be discontinued.
		11/26/2024	Re-Engagement	The student would like to unenroll he has two jobs, and has found it hard to attend class.
		11/26/2024	Re-Engagement	Could not reach out to a student. A wrong phone number
		11/26/2024	Re-engagement	The student was contacted and he stated that he is busy and can't attend the classes.
		11/26/2024	Re-Engagement	Called the student. Moved; will come to the teacher and ask to transfer to another location.

11/26/2024	[redacted]	Re-engagement	Student cannot attend Edison due to his work schedule. Would like to transfer to College Oak pm classes. Referred to the enrollment team.
11/26/2024	[redacted]	Re-Engagement	Called the student. The student promised to come.
11/26/2024	[redacted]	Re-engagement	The student didn't answer the call after several attempts. Text message was sent to her as reminder for classes attendance and punctuality into classes as resume by 2nd December.
	[redacted]		The student was called for classes attendance.
11/26/2024	[redacted]	Re-engagement	Student's work schedule conflicts with morning class. He needs to move to PM classes. Will wait for PM classes either in Folsom Blvd or Howe Ave.
11/26/2024	[redacted]	Re-engagement	The student stated that he had some medical concerns, but will continue attending classes.
11/26/2024	[redacted]	Re-engagement	The student was contacted and she promised to return classes although she might be having problems due to not having childcare.
11/26/2024	[redacted]	Re-engagement	The student promised to attend her classes because most recently they had some medical issues in the family couldn't attend the classes.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding her attendance. Student told that she has no time for in-person classes, but would consider online classes, informed her about CICA.
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-engagement	The student phone was unreachable. A voicemail and text message was sent to the student reminding him of classes and attendance policy.
11/26/2024	[redacted]	Re-Engagement	The student was not aware that she was already placed at our Grand site. She will return Monday Dec 2
11/26/2024	[redacted]	Re-Engagement	The student's mother answered. She moved to SF, no longer interested in studying at Highland
11/26/2024	[redacted]	Re-Engagement	A student has a full-time job, unable to attend school. Interested in switching to CICA
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged him to return to avoid disenrollment. The student will do his best to return to class.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding her attendance. Student told that her child has been sick, she will return to classes on December, 2.
11/26/2024	[redacted]	Re-Engagement	Called a student and encourage to start attending classes
11/26/2024	[redacted]	Re-Engagement	Called a student and encouraged to start attending classes
11/26/2024	[redacted]	Re-Engagement	Called the student regarding her attendance. Student told that she is in the process of graduation, awaiting for last CASAS
11/26/2024	[redacted]	Re-engagement	The student's phone is out of service. His emergency contact (his spouse's) phone is also disconnected.
11/26/2024	[redacted]	Re-Engagement	Unable to contact- Phone is not in service
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged her to return to avoid disenrollment. However the student is unable to return to class due to her children being home for the holiday breaks.
11/26/2024	[redacted]	Re-Engagement	Wrong number
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged him to return to avoid disenrollment. The student has been unable to attend due to a medical concern. I advised him to request a doctor's note and email it to his teacher.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding her attendance, no answer. Sent the student a text message and left voicemail concerning attendance and disenrollment policies.

[redacted]			
11/26/2024		Re-Engagement	unable to contact - number is out of service
11/26/2024		Re-Engagement	Called the student. The student promised to come more often.
11/26/2024		Re-engagement	Student will improve attendance.
11/26/2024		Re-Engagement	Called the student. The student promised to come more often.
11/26/2024		Re-engagement	Student will improve attendance.
11/26/2024		Re-Engagement	The student has been already informed; has moved to Los Angeles
11/26/2024		Re-Engagement	A student called us back. She moved to another place and does not not want to come as it is too far. I sent an address to bring back the phone
11/26/2024		Re-Engagement	Tried to reach out to a student to encourage attending classes. Left a voice message
11/26/2024		Re-Engagement	Called the student regarding his attendance, no answer. Sent the student a text message and left voicemail concerning attendance and disenrollment policies.
11/26/2024		Re-Engagement	No answer and unable to leave a VM. A detailed text was send
11/26/2024		Re-engagement	The student didn't answer the call. I sent him a voice message and a text message as reminder of class attendance and classes resumption by 2nd December 2024.
11/26/2024		Re-Engagement	I contacted the student about attendance and encouraged her to return to avoid disenrollment. The student has found it hard to attend school after work but will try her best to attend regularly.
11/26/2024		Re-Engagement	Due to work he has been unable to work. He will re-enrolled later
11/26/2024		Re-Engagement	No answer. A detailed VM was left
11/26/2024		Re-engagement	The student didn't answer the call. A reminder text message detailing class attendance and classes to resume by 2nd December 2024 was sent to the student.
11/26/2024		Re-Engagement	A student started working full-time. Does not have a school phone and cannot attend classes. I sent CICA link registration for online study
11/26/2024		Re-engagement	The student didn't answer the call. A reminder text message detailing class attendance and classes to resume by 2nd December 2024 was sent to the student.
11/26/2024		Re-Engagement	Working two jobs and will return when he can
11/26/2024		Re-engagement	The student was reached out. He is placed into Grand Ave. which is far for him to get classes. He is much eager to be transferred to Hillsdale where he can take classes easily and constantly.
11/26/2024		Re-Engagement	A student found a full-time job and won't be able to attend classes. I told about CICA and sent a link
11/26/2024		Re-Engagement	A student only attended citizenship classes. She is not interested in studying at Highland.
11/26/2024		Re-Engagement	attempt to reach out to a student concerning absences. No answer
11/26/2024		Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024		Re-engagement	Student will improve attendance.
11/26/2024		Re-Engagement	Called the student. The student promised to come more often.
11/26/2024		Re-engagement	Text message sent.
11/26/2024		Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024		Re-Engagement	The student has been attending class. She return last week

11/26/2024	[redacted]	Re-engagement	The student recently started her work and is keen to attend the classes soon. However, for now she might be unable to attend as regular as required.
11/26/2024	[redacted]	Re-engagement	Not answering the calls. He was contacted about school attendance and as reminder that will lose registration if he continues to remain absent from school
11/26/2024	[redacted]	Re-engagement	The student was contacted and also a text message detailing class attendance and classes to resume by 2nd December 2024 was sent to the student.
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged him to return before 12/2/24 to avoid disenrollment. Student plans to return 12/2/24
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged him to return before December 2nd to avoid disenrollment. Student plans to return 12/2/24
11/26/2024	[redacted]	Re-Engagement	Called the student. The student has some problems with the phone. Will talk to the teacher about that issue.
11/26/2024	[redacted]	Re-engagement	Will improve attendance.
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged him to return to avoid disenrollment. Student plans to return 12/2/24
11/26/2024	[redacted]	Re-Engagement	He will return to class Dec2
11/26/2024	[redacted]	Re-Engagement	The student was unaware that she was enrolled. I shared the class information with her and advised her to go on 12/4/24 to avoid disenrollment.
11/26/2024	[redacted]	Re-Engagement	Called the student. The student promised to come more often.
11/26/2024	[redacted]	Re-engagement	Student will improve his attendance.
11/26/2024	[redacted]	Re-engagement	The student said that he will be returning back to school by due date as classes resume. A text reminder also sent to the student to get back to classes by 2 December 2024.
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-engagement	Will improve her attendance.
11/26/2024	[redacted]	Re-Engagement	VM was left with details.
11/26/2024	[redacted]	Re-engagement	Student would like to re-enroll. Referred to enrollment team.
11/26/2024	[redacted]	Re-Engagement	Called the student. The student promised to come
11/26/2024	[redacted]	Re-engagement	Student will start attending regularly.
11/26/2024	[redacted]	Re-engagement	Student will improve her attendance.
11/26/2024	[redacted]	Re-engagement	Would like to disenroll.
11/26/2024	[redacted]	Re-Engagement	Called the student. The student promised to come.
11/26/2024	[redacted]	Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024	[redacted]	Re-engagement	Left a voicemail.
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged her to return to avoid disenrollment. The student has found it hard to attend school after work but plans to return 12/4/24.
11/26/2024	[redacted]	Re-Engagement	Due to transportation. Mention that is due to transportation. I told the student about the free transportation and how to use the passes. He will look into in and hopes to return Dec 2.
11/26/2024	[redacted]	Re-engagement	The student has small kid and she is awaiting for the child care services to be provide while she is attending the classes.
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.

11/26/2024		Re-Engagement	Attempt to call the student and make sure she is transferring out. No answer.
11/26/2024		Re-engagement	The student phone number is wrong. Also, her emergency contact numbers are not responding.
11/26/2024		Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024		Re-engagement	The student wants to be placed in 0 class. She said that she is contacted by school and will be placed in 0 class and will start her classes and attendance effective next week.
11/26/2024		Re-engagement	The student didn't answer the call after 3 attempts. A text message sent to her as reminder for class attendance.
11/26/2024		Re-Engagement	I contacted the student regarding their attendance. The student is interested in coming back. I shared the registration application with them through a text message.
11/26/2024		Re-engagement	The student doesn't have a plan to resume classes. So, his slot can be available for the next available student.
11/26/2024		Re-Engagement	Called the student regarding her attendance. Student told that she has been sick and will come back to school after the break on December, 2. Student also mentioned that she needs a phone, because it is difficult to do hometasks without it.
11/26/2024		Re-Engagement	Called the student regarding his attendance. Student told that has no time for in-person classes, but would consider online classes, informed him about CICA.
11/26/2024		Re-Engagement	No answer. A detailed VM was left
11/26/2024		Re-Engagement	Called the student regarding her attendance. Student told that she will come back to school after the break, on December, 2., Also student was interested in CTE programs, gave information about main requirements.
11/26/2024		Re-Engagement	Called the student regarding his attendance, no answer. Sent the student a text message and left voicemail concerning attendance and disenrollment policies.
11/26/2024		Re-Engagement	I reached out to the student regarding their attendance status. After providing an explanation of the attendance policy, the student informed me that they will no longer be attending school, either in the morning or afternoon, as they have secured full-time employment.
11/26/2024		Re-Engagement	I was unable to contact the student concerning their attendance. The voicemail was not setup so I sent a text message to follow up.
11/26/2024		Re-engagement	The student is out of States. She travelled to Afghanistan and will be returning in couple of days. Her son stated that she is interested taking the classes and will of course attend school once she returns.
11/26/2024		Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024		Re-Engagement	I was unable to contact the student concerning their attendance. I left a voicemail and sent a text message to follow up.
11/26/2024		Re-Engagement	I contacted the student about attendance and encouraged him to return to avoid disenrollment. The student has found it hard to attend school after work but will try returning as soon as work slows down.
11/26/2024		Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024		Re-engagement	Left a voicemail.
11/26/2024		Re-Engagement	Called a student to encourage attending classes. Sent a text message with the location and time
11/26/2024		Re-engagement	The student was contacted and informed about attendance. She said that she will return back to school as the classes resume by 2nd December.
11/26/2024		Re-engagement	Left a voicemail.
11/26/2024		Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024		Re-Engagement	Called the student. The student promised to come

11/26/2024	[redacted]	Re-engagement	Will improve his attendance.
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. The student stated that they recently relocated to Fremont and won't be able to attend class anymore.
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding her attendance. Student told that she has moved and is no longer able to go to previous location, wants to attend another location and is waiting for places available
11/26/2024	[redacted]	Re-engagement	The student was contacted and she said that she has started childcare services and can't continue attending her classes.
11/26/2024	[redacted]	Re-engagement	Unable to reach the student as she didn't answer the call. Left a text message to her as reminder to stay punctual in classes.
11/26/2024	[redacted]	Re-engagement	The student is working and he says that my english at good level. He wants to be transferred to CICA and take online classes and get his GED.
11/26/2024	[redacted]	Re-engagement	He is awaiting to be transferred to CICA.
11/26/2024	[redacted]	Re-engagement	The student stated to return and stay punctual to class attendance as normal.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding her attendance. Student told that currently she has health issues and is not able to attend classes, planning to return later
11/26/2024	[redacted]	Re-engagement	Would like to disenroll.
11/26/2024	[redacted]	Re-Engagement	Called the student. The student asked to be disenrolled; will return all the devices soon
11/26/2024	[redacted]	Re-Engagement	Called the student. The student asked to be disenrolled; will return all the devices soon.
11/26/2024	[redacted]	Re-Engagement	The student promised to come
11/26/2024	[redacted]	Re-engagement	Left a voicemail.
11/26/2024	[redacted]	Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024	[redacted]	Re-Engagement	A student called back and promised to start attending classes. She does not have a phone
11/26/2024	[redacted]	Re-Engagement	Tried to reach out to a student to discuss absences. Left a Voice message
11/26/2024	[redacted]	Re-Engagement	a student is no longer interested in studying. I asked to return a school phone and sent a location
11/26/2024	[redacted]	Re-engagement	Student unable to attend. Asked to be disenrolled.
11/26/2024	[redacted]	Re-Engagement	Called the student. The student asked to be disenrolled.
11/26/2024	[redacted]	Re-Engagement	Tried to reach out to a student to make sure he does not want to attend. Left a voice message
11/26/2024	[redacted]	Re-Engagement	tried to call and remind the importance of attending classes. Left a voice message
11/26/2024	[redacted]	Re-Engagement	A student is having a full-time truck-driving job. He wanted to attend school but has no opportunity.
11/26/2024	[redacted]	Re-Engagement	Left voicemail - Stating the importance of attendance and encouraged the student to return to school to avoid disenrollment.
11/26/2024	[redacted]	Re-engagement	The student was contacted. He is interested to attend classes if his classes is changed to North Highlands which he can take classes easily and regularly.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding his attendance, no answer. Sent the student a text message and left voicemail concerning attendance and disenrollment policies.
11/26/2024	[redacted]	Re-Engagement	Attempt to reach out to a student concerning absences. He is unreachable. Wrong phone number
11/26/2024	[redacted]	Re-Engagement	Called the student regarding her attendance. Student told that she has enrolled to college and will not attend Highlands

11/26/2024	[redacted]	Re-Engagement	Called the student regarding his attendance. Student told that he has enrolled to college and will not attend Highlands -
11/26/2024	[redacted]	Re-Engagement	Left voicemail - Stating the importance of attendance and encouraged student to return before December 2nd to avoid disenrollment.
11/26/2024	[redacted]	Re-engagement	Student will improve attendance.
11/26/2024	[redacted]	Re-Engagement	Called the student. The student promised to come
11/26/2024	[redacted]	Re-Engagement	called a student and encouraged to start attending classes
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-Engagement	The student has been already informed by Paraeducator; promised to come
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-engagement	Text message sent.
11/26/2024	[redacted]	Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024	[redacted]	Re-engagement	The student didn't answer the call. A voice mail as well as text message sent to the student. As reminder to attend classes.
11/26/2024	[redacted]	Re-engagement	Sent a text message.
11/26/2024	[redacted]	Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024	[redacted]	Re-Engagement	No answer. A detailed VM was left/ Update: Due to work she has been unable to attend. Will try to move to Pm and try to attend a couple days a week.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding his attendance. Student told that he works and has no time for in-person classes. Informed him about CICA, sent registration link.
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-Engagement	Called the student. The student promised to come.
11/26/2024	[redacted]	Re-engagement	Student moved out of state. Would like to disenroll.
11/26/2024	[redacted]	Re-Engagement	Unable to return due to work. She will return the phone to Grand and will re-enrolled later on
11/26/2024	[redacted]	Re-Engagement	Called the student. The student promised to come more often.
11/26/2024	[redacted]	Re-Engagement	I tried to reach out to a student. He does not answer
11/26/2024	[redacted]	Re-Engagement	The student chose another school. Not interested in Highland any more
11/26/2024	[redacted]	Re-Engagement	Attempt to call a student and remind them about coming to classes. Left a voice message
11/26/2024	[redacted]	Re-Engagement	Called the student. The student promised to come
11/26/2024	[redacted]	Re-engagement	Student was contacted.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding his attendance. Student told that he has been waiting for transfer to CICA , offered him to fill out registration form once again to get enrolled to online classes.
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-engagement	She was contacted about attendance. She was no responsive to the call. A voicemail and text message in student's native language was sent.
11/26/2024	[redacted]	Re-Engagement	Sent the student a text message and voicemail regarding his attendance and disenrollment policies.

11/26/2024		Re-engagement	The student was contacted and he said that he is unable to attend the classes right now.
11/26/2024		Re-Engagement	Due to the holidays work schedule. She will try to attend 2 times a week for now.
11/26/2024		Re-Engagement	Left voicemail - Stating the importance of attendance and encouraged student to return before December 2nd to avoid disenrollment.
11/26/2024		Re-Engagement	He returned to school last week and will continue to attend the following weeks
11/26/2024		Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024		Re-Engagement	Sent the student a text message and left voicemail regarding his attendance and disenrollment policies.
11/26/2024		Re-Engagement	called a student and encouraged them to return to classes. Highlighted importance of study
11/26/2024		Re-Engagement	Called and reminded them that the student needs to attend classes. Encouraged to continue study
11/26/2024		Re-Engagement	The student picked up and hung the phone right away. I send a detailed text
11/26/2024		Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024		Re-Engagement	Sent the student a text message and left voicemail regarding his attendance and disenrollment policies.
11/26/2024		Re-Engagement	Sent the student a text message and left voicemail regarding his attendance and disenrollment policies.
11/26/2024		Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024		Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024		Re-engagement	Her telephone number is not operational.
11/26/2024		Re-engagement	The student was contacted and also a text message detailing class attendance and classes to resume by 2nd December 2024 was sent to the student.
11/26/2024		Re-engagement	The student was reached out. He was sick and couldn't attend the classes, he was unsure that can he still attend school or not? He was encouraged to report to class next week and coordinate with his teacher. He is still interested to continue his education.
11/26/2024		Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024		Re-Engagement	Called student regarding his attendance. Student told that he will return to classes after the break, on December, 2.
11/26/2024		Re-Engagement	Called the student regarding her attendance. Student told that she has already started to attend classes
11/26/2024		Re-engagement	The student didn't answer the call. A reminder text message detailing class attendance and classes to resume by 2nd December 2024 was sent to the student.
11/26/2024		Re-Engagement	He has been able to attend due to work. He will connect with the teacher and try to attend Dec2.
11/26/2024		Re-Engagement	called a student and encouraged to attend classes and not miss classes
11/26/2024		Re-Engagement	Wrong number
11/26/2024		Re-engagement	The student has a new born baby and can't attend classes currently. But she is willing to continue her studies.
11/26/2024		Re-Engagement	Called a student and encouraged to start attending classes.

11/26/2024	[redacted]	Re-Engagement	Unable to leave a message.
11/26/2024	[redacted]	Re-engagement	Student would like to disenroll.
11/26/2024	[redacted]	Re-Engagement	The student forward my call. I left a detailed Vm
11/26/2024	[redacted]	Re-Engagement	Attempt to call a student and encourage them to return to classes. Left a voice message
11/26/2024	[redacted]	Re-Engagement	A student called back. We encouraged her to return to classes and continue study
11/26/2024	[redacted]	Re-Engagement	Called the student regarding her attendance. Student told that she will come back to classes after the break on December, 2
11/26/2024	[redacted]	Re-Engagement	A student gave a callback. He promised to start attending classes on December 2nd.
11/26/2024	[redacted]	Re-Engagement	Attempt to call a student and encourage them to return to classes. Left a voice message
11/26/2024	[redacted]	Re-Engagement	Called the student regarding his attendance, no answer. Sent the student a text message and left voicemail concerning attendance and disenrollment policies.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding his attendance. Student told that he is no longer interested in attending classes
11/26/2024	[redacted]	Re-Engagement	No answer and VM was not available. Detailed text was sent.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding her attendance, no answer. Sent the student a text message and left voicemail concerning attendance and disenrollment policies.
11/26/2024	[redacted]	Re-Engagement	Called the student. Student will apply to CICA.
11/26/2024	[redacted]	Re-engagement	sent a text message.
11/26/2024	[redacted]	Re-Engagement	Will come to the teacher and ask to transfer to evening classes
11/26/2024	[redacted]	Re-Engagement	A student will have a pregnancy leave, she discussed the situation with her teacher
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-engagement	She didn't answer the calls.
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-Engagement	Tried to contact the student but have not succeeded. Left text and voice messages.
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged him to return to avoid disenrollment. The student was out due to a family matter. He did attend school on the 11/21/24 and plans to go back 12/4/24
11/26/2024	[redacted]	Re-Engagement	Left voicemail - Stating the importance of attendance and encouraged student to return to avoid disenrollment.
11/26/2024	[redacted]	Re-Engagement	Left voicemail - Stating the importance of attendance and encouraged the student to return to school to avoid disenrollment.
11/26/2024	[redacted]	Re-engagement	The student was contacted. He informed us that he has moved to Austin, Texas and is unable to attend classes.
11/26/2024	[redacted]	Re-engagement	The student was contacted and he said that I have good examination records to be upgraded to level 3, but this has not happened. He expects to be upgraded to level 3 to continue his studies.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding his attendance. Student told that he was out of country, will return after a break on December, 2
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged her to return to avoid disenrollment. The student has found it hard to attend school after giving birth. The student will do her best to attend.

			Student was called but he didn't pick up the phone.
11/26/2024	[redacted]	Re-engagement	Voice message sent to the student as well as text message as class reminder and attendance.
11/26/2024	[redacted]	Re-Engagement	Left voicemail - Stating the importance of attendance and encouraged the student to return to school to avoid disenrollment.
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged him to return to avoid disenrollment. The student has found it hard to attend school due to personal issues but will try his best to attend class.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding his attendance. Student told that he has already returned, continues his studying
11/26/2024	[redacted]	Re-Engagement	Wanted to call and remind them of the importance of attending classes. Left a voice message
11/26/2024	[redacted]	Re-engagement	The student was contacted about class attendance and classes start date by 2 December 2024. Also text message sent to him as follow up reminder.
11/26/2024	[redacted]	Re-engagement	The student didn't answer the call. Instead she was provided with a text message in her native language as reminder to return back school.
11/26/2024	[redacted]	Re-Engagement	I was unable to contact the student concerning their attendance. The voicemail was not setup so I sent a text message to follow up.
11/26/2024	[redacted]	Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024	[redacted]	Re-engagement	Text message sent.
11/26/2024	[redacted]	Re-engagement	Left a voicemail.
11/26/2024	[redacted]	Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024	[redacted]	Re-engagement	The student is out of States. He travelled to Afghanistan and will be returning in couple of days. His son stated that he is interested taking the classes and will of course attend school once he returns.
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-engagement	Sent a txt message. Was not able to leave a voicemail.
11/26/2024	[redacted]	Re-Engagement	Tried to contact the student but have not succeeded. No availability to leave a voice message. I left a text message.
11/26/2024	[redacted]	Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024	[redacted]	Re-Engagement	Tried to contact the student but have not succeeded. No availability to leave a voice message. I left a text message.
11/26/2024	[redacted]	Re-Engagement	Called the student regarding her attendance, no answer. Sent the student a text message and left voicemail concerning attendance and disenrollment policies.
11/26/2024	[redacted]	Re-Engagement	I contacted the student about attendance and encouraged him to return before December 2nd to avoid disenrollment. The student has been unable to attend due to a medical concern. I advised her to request a doctor's note and email it to her teacher.
11/26/2024	[redacted]	Re-engagement	The student said that she had some emergency situation and couldn't attend the classes. She promised to return and take her classes normally.
11/26/2024	[redacted]	Re-Engagement	Left voicemail - Stating the importance of attendance and encouraged student to return to avoid disenrollment.
11/26/2024	[redacted]	Re-engagement	Student moved out of state would like to disenroll.
11/26/2024	[redacted]	Re-engagement	The student was contacted. She promised to return back as normal and will continue taking her classes normally.
11/26/2024	[redacted]	Re-engagement	Will improve attendance.
11/26/2024	[redacted]	Re-Engagement	Called the student. The student promised to come more often.
11/26/2024	[redacted]	Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024	[redacted]	Re-engagement	Left a voicemail.

11/26/2024	[redacted]	Re-engagement	The student was contacted about his absence from classes. He stated that he recently found a job and couldn't continue attending the classes. He stated that I am still interested and will continue my attendance and taking back the classes.
11/26/2024		Re-Engagement	A student transferred to College. asked to bring the phone back, sent an address
11/26/2024		Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024		Re-engagement	Left a voicemail.
11/26/2024		Re-Engagement	Moved; will come to the teacher and ask to transfer to Folsom location
11/26/2024		Re-Engagement	Moved; will come to the teacher and ask to transfer to Folsom location
11/26/2024		Re-Engagement	Called the student. The student asked to be disenrolled; will return all the devices soon. I texted the location to return the devices.
11/26/2024		Re-engagement	Student would like to disenroll.
11/26/2024		Re-Engagement	Attempt to call a student and remind them to attend classes. Wrong number, no answer
11/26/2024		Re-Engagement	Called the student regarding her attendance. Her daughter told that she has left the country and is not coming back.
11/26/2024		Re-Engagement	Tried to reach the student regarding her attendance. The student is no longer using this phone number
11/26/2024		Re-Engagement	Called the student regarding his attendance, no answer. Sent the student a text message and left voicemail concerning attendance and disenrollment policies.
11/26/2024		Re-Engagement	I tried to reach out concerning absences and phone usage, left a Voice message
11/26/2024		Re-Engagement	Tried to contact the student but have not succeeded. I left voice and text messages.
11/26/2024		Re-Engagement	I was unable to contact the student concerning their attendance. I left a voicemail and sent a text message to follow up.
11/26/2024		Re-Engagement	I was unable to contact the student concerning their attendance. I left a voicemail and sent a text message to follow up.
11/26/2024		Re-Engagement	I contacted the student regarding their attendance. After I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
11/26/2024		Re-Engagement	Called the student. The student promised to come
11/26/2024		Re-engagement	Student will attend class starting next week.
11/26/2024		Re-Engagement	A student does not want to continue study. He is busy with work.
11/26/2024		Re-Engagement	Called a student to remind coming to classes and encouraged to continue classes
11/26/2024		Re-engagement	He promised to return back to classes and continue attending the classes as required.
11/26/2024		Re-Engagement	VM was left and shared a detailed text/ Update: Due to work he will not be able to return to school. He will follow up in the future if his schedule changes.
11/26/2024		Re-Engagement	Called the student regarding his attendance. Student told that he has no time for in-person classes, but would like to attend online classes. Gave him all the information about CICA.
11/26/2024		Re-Engagement	Attempt to reach out to a student and remind them to return to classes. Left a voice message
11/26/2024		Re-Engagement	A student is transferred out to college.. No longer interested in attending school. I sent an address to bring back phone
11/26/2024		Re-Engagement	Called the student. The student promised to come.
11/26/2024		Re-Engagement	He started to attend last week and will continue.
11/26/2024		Re-Engagement	Attempt to call a student and remind them to attend classes. No answer

11/26/2024		Re-Engagement	The student is having baby and has not been able to attend school. She will share the needed documents so we can hold her spot.
11/26/2024		Re-Engagement	Moved to another city for some time; still interested in school; will return in January to Sacramento
11/26/2024		Re-engagement	Will return to Sacramento in January.
11/26/2024		Re-Engagement	Attempt to call a student and encourage them to start attending classes. Left a voice message
11/26/2024		Re-engagement	She was unresponsive to the call. Instead, a text message was sent to her as reminder of class attendance.
11/26/2024		Re-Engagement	Called the student regarding her attendance. Student told that she has been sick and will come back to school after the break on December, 2.
11/26/2024		Re-Engagement	I contacted the student about attendance and encouraged him to return before December 2nd to avoid disenrollment. He mentioned he's unsure when he'll be back due to being on vacation.
11/26/2024		Re-engagement	Not answering the call. We wanted to contact the student about his attendance to school.
11/27/2024		Re-engagement	He moved to another location and can't attend in person. He is interested to take online classes. He is level 2 right now.
11/27/2024		Re-engagement	She moved to another location and can't attend in person. She is interested to take online classes. She is level 2 right now.
11/27/2024		re-engagement	Student was contacted | He said hell try to come back on Monday though the schedule does not align well with his job.
11/27/2024		Re-Engagement	The student is interested to CICA.
11/27/2024		Re-Engagement	The student was notified that her absence exceeds the policy allowance, she will attend her class 12/-2/2024.
11/27/2024		Re-engagement	Didn't answer the call. VM and text message sent about her attendance.
11/27/2024		Re-Engagement	The student contacted me through a text message and indicated that they would resume attending classes the week starting December 2.
11/27/2024		Re-Engagement	The student will attend her class Monday 12/02/2024
11/27/2024		Re-engagement	The student is not interested to continue anymore.
11/27/2024		Re-engagement	We tried contacting the student. He didn't answer. A voicemail and text message sent to him about his attendance.
11/27/2024		Re-Engagement	Tried calling the student regarding attendance, Phone off, VM and TM was sent.
11/27/2024		Re-Engagement	Called the student. The student promised to come.
11/27/2024		Re-Engagement	The student was notified of her absence, She will attend her class Monday 12/02/2024.
11/27/2024		re-engagement	Student unavailable/unreachable TM sent
11/27/2024		Re-engagement	Didn't answer the call. Voicemail and and text message left, reminding him of class attendance.
11/27/2024		Re-Engagement	The student promised to come via text message
11/27/2024		Re-engagement	We attempted 3 times to contact him. He didn't answer the call. A voicemail and text message was sent to him.
11/27/2024		Re-Engagement	A student received a call to encourage her to continue her studies at school. She started attending college but still wants to be at school in case the college is too difficult for her
11/27/2024		Re-engagement	She didn't answer the call. As reminder text message sent to her for class attendance.
11/27/2024		Re-Engagement	Transportation issues, the student may not be able to attend her class.
11/27/2024		re-engagement	Student was contacted he stated that he has some time conflict and hell try to come back to class on monday
11/27/2024		Re-Engagement	The student can't attend in-person classes, she is interested to CICA.

[redacted]	[redacted]	11/27/2024	Re-engagement	The student is interested in attending. In the meantime, he has requested many times to be relocated to Hillsdale from SALAM Center due to transportation issues.
		11/27/2024	re-engagement	Student was contacted and I explained the importance of consistency and encouraged her to attend class more often.
		11/27/2024	Re-Engagement	A student does not answer a phone call.
		11/27/2024	re-engagement	student unreachable | left VM and explained the situation
		11/27/2024	re-engagement	student was contacted no answer | left VM and gave him all the details
		11/27/2024	Re-engagement	The student was contacted and she said that she is unable to attend school anymore.
		11/27/2024	Re-engagement	She is waiting to be contacted by SOR for re-attendance. She is also interested to study online. She is level 2
		11/27/2024	Re-Engagement	The student will attend her new site at NL on 12/02/2024.
		11/27/2024	Re-Engagement	The student has a full-time job and is unwilling to come; the student is okay to be disenrolled for now; promised to return the devices; was given instructions on how to return them.
		11/27/2024	Re-Engagement	The student has a full-time job and is unwilling to come; the student is okay to be disenrolled for now. Received the info via text messages.
		11/27/2024	Re-Engagement	The student called back after I explained the attendance policy, the student indicated that they would resume attending classes on December 2.
		11/27/2024	Re-Engagement	The student was notified his poor attendance that will ground his transfer out, he is busy taking care of children.
		12/2/2024	Re-engagement	The student is re-contacted today. He is committed to return to school and his classes.
		12/2/2024	Re-Engagement	We called to a student to ask about their availability. Unfortunately they will not be able to attend school as they have a young child and no nanny to take care of him
		12/2/2024	Re-Engagement	PC- The student mentioned that she won't be able to attend the class for the next several months, She will be placed on a leave of absence.
		12/2/2024	Re-engagement	The student is level 4 now and he found a new job and can't attend in-person classes. Therefore, he is requesting to be transferred into online classes.
		12/3/2024	Re-engagement	Sent text to welcome back to class after the break.
		12/3/2024	Re-engagement	Sent text to welcome back to class after the break.
		12/3/2024	Re-engagement	Sent text to welcome back to class after the break.
		12/3/2024	Re-engagement	Sent text to welcome back to class after the break.
		12/3/2024	Re-engagement	Sent text to welcome back to class after the break.
		12/3/2024	Re-engagement	Sent text to welcome back to class after the break.
		12/3/2024	Re-engagement	Message sent via Brain app regarding 10+ consecutive absences.
		12/3/2024	Re-engagement	Message sent via Brain app regarding 10+ consecutive days of absences.
		12/3/2024	Re-engagement	The student responded the text message that I will return to school soonest.
		12/3/2024	Re-engagement	Re-entering info with re-engagement tag. Messages sent on 10/22 and 11/18 regarding absences via the Brain app. Student has not returned. Sending drop request to [redacted] this week.
		12/3/2024	Re-engagement	Sent text to welcome back to class after the break.
		12/3/2024	Re-engagement	Sent text to welcome back to class after the break.

[redacted]	[redacted]		
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-engagement	Sent message via Brain app regarding absences.
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-engagement	Message sent via Brain app regarding absences.
12/3/2024		Re-engagement	On 11/22 [redacted] met with the student to discuss class expectations. [redacted] told [redacted] that he can't stay in class because he has a baby, and his wife is also a student. [redacted] advised to take turns watching the baby, and for one of the parents to transfer to the evening class in order to facilitate that.
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-Engagement	The student replied on 11/29 saying that she has to go to work and can't come to school now.
12/3/2024		Re-engagement	Message sent via Brain app regarding absences.
12/3/2024		Re-Engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-Engagement	Student texted stating that she wants to continue with school. Will come in this week
12/3/2024		Re-Engagement	Student attends school on Mon 12/2
12/3/2024		Re-engagement	The student responded that I will return back to class as soon as possible.
12/3/2024		Re-engagement	The student notified us that she would be out for weeks due to an injury that requires surgery.
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-Engagement	The student delivered her baby recently, she won't be able to attend the class for a while.
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/3/2024		Re-Engagement	I spoke with the student today, who mentioned that she had not yet received a call. I explained that our office was closed last week, which likely caused the delay in response. She requested to speak with a principal, but I assured her that someone from our team would be reaching out soon, as we are just returning after the holidays. Followed up with the lead counselor regarding this issue
12/3/2024		Re-engagement	Sent text to welcome back to class after the break.
12/4/2024		Re-engagement	Sent a text message to inform him about night classes and see if he wants to transfer.
12/4/2024		Re-Engagement	Student moved to Elk Grove.

[redacted] [redacted]

12/4/2024	Re-engagement	Sent a text message to inform him about night classes and see if he wants to transfer.
12/5/2024	Re-Engagement	She is going to her country for vacations tomorrow, 12/6/24 She will be back to school on January 20th/25.
12/5/2024	Re-Engagement	She is sick, and when she gets better she will return to class.
12/5/2024	Re-Engagement	He came today and said that he has moved to the North Highlands and that this location is too distant for him because he does not own a car. 12/5/25
12/6/2024	re-engagement	Texted student to encourage her to return to class to finish up the 4 WFR credits. I also encouraged her to reach out to her counselor to discuss a plan for completing the 80 elective/CTE credits.
12/6/2024	re-engagement	Messaged student to encourage her to return to class to complete the remaining 9 math credits so she can graduate.
12/6/2024	re-engagement	Messaged student to encourage her to come to class to finish up the few remaining credits for her diploma. I asked how we at Highlands can be of assistance to her meeting her educational goal.
12/6/2024	Re-engagement	The student's wife is pregnant, and he will not be able to come every day. But he will come to class twice or three days a week until he gives birth to the child.
12/6/2024	Re-engagement	The student had a car accident and won't be able to come to school for a few days.
12/6/2024	Re-engagement	The student notified us that she will be out of country for two weeks for a medical check-up.
12/9/2024	Re-Engagement	On December 5th/24th, she stated that she will be traveling to her home country and returning to class on January 20th/ 25.
12/9/2024	Re-engagement	Student attended class today, participated in activities, and turned in work. He didn't sign in, so I signed in for him.
12/9/2024	Re-engagement	Student continues to sign in and leave. Apparently he can't stay in class because he works. We advised him to request a transfer to the evening class.
12/10/2024	Re-engagement	Called 12/10/24. He will come to class and turn in some work. --djh
12/10/2024	Re-engagement	Called 12/10/24. Phone number not working. 279-241-3646 --djh
12/10/2024	Re-engagement	Called 12/10/24. No Answer. 916-477-4056 --djh
12/10/2024	Re-Engagement	The student has a broken leg and can not attend the class for a while, She will be back as soon as she gets better.
12/10/2024	Re-engagement	[redacted] will be out of the country from 12/2 to 12/20. --djh
12/10/2024	Re-engagement	Called 12/10/24. Son answered. Mom, Aqila, is not available. She will call back. --djh
12/10/2024	Re-engagement	Called 12/10/24. [redacted] is pregnant an unable to attend class. --djh
12/10/2024	Re-engagement	Student has moved and will no longer be attending this site.
12/10/2024	Re-engagement	Student has moved and will no longer be attending this site.
12/10/2024	re-engagement	Messaged student on the GPF to remind him that he has only 4 credits to complete in WFR and to encourage him to come to class to work on those assignments.
12/10/2024	re-engagement	Messaged student to encourage her to come to class so I can assist her with finishing the final credits in World History and WFR.
12/13/2024	Re-engagement	The student was on a medical leave, and she has just returned and wanted to be enrolled at Folsom again.
12/16/2024	Re-Engagement	Sent a text for re-engagement
12/16/2024	Re-Engagement	Emailed enrollment to un-enroll

12/16/2024	[redacted]	Re-Engagement	Sent text
12/16/2024	[redacted]	Re-Engagement	Sent text
12/16/2024	[redacted]	Re-Engagement	Sent text
12/16/2024	[redacted]	Re-Engagement	Student came in and mentioned she will not be able to attend classes until after January, I informed her an LOA was submitted for her by the lead counselor - Notified her assigned counselor as well
12/16/2024	[redacted]	Re-Engagement	Student contacted me noting he is absent due to illness/injury and having surgery. I encouraged him to contact counselor and determine if a leave of absence is necessary.
12/16/2024	[redacted]	Re-Engagement	The student can not attend the class for a while since he has a broken leg.
12/17/2024	[redacted]	re-engagement	Sent him another message to ask him to come in so we can connect him with the placement team.
12/17/2024	[redacted]	Re-Engagement	Will be working through to Lunar New Year. February. Can be un-enrolled.
12/17/2024	[redacted]	Re-Engagement	Sent text
12/17/2024	[redacted]	re-engagement	Sent a message to let her know class has started and I hope to see her in class soon.
12/17/2024	[redacted]	re-engagement	Sent a message to let him know class has started and I hope to see him in class soon. I sent him one last week as well, and he said he would be here.
12/17/2024	[redacted]	Re-Engagement	Sent text
12/17/2024	[redacted]	Re-Engagement	Sent text
12/17/2024	[redacted]	Re-Engagement	She texted to say that her and her husband are not coming due to health issues.
12/17/2024	[redacted]	Re-Engagement	Consistently dealing with serious health problems. She comes when she can
12/17/2024	[redacted]	Re-Engagement	Wife contacted me to say they were dealing with health issues and won't be coming for a while.
12/17/2024	[redacted]	Re-Engagement	SENT TEXT
12/17/2024	[redacted]	Re-Engagement	Sent Text
12/17/2024	[redacted]	Re-Engagement	Talked with student. She is staying home to take care of her son.
12/17/2024	[redacted]	Re-Engagement	Sent text
12/18/2024	[redacted]	Re-engagement	Student currently attend PM class.
12/18/2024	[redacted]	Re-engagement	Contacted the student. Unfortunately, his phone is already locked. He moved to Elk Grove and is interested to attend school in North Laguna and waiting for his transfer. He is in contact with registration department for the replacement.
12/18/2024	[redacted]	Re-Engagement	A student claims she attends school. Probably it is not Highland school. She promised to check and give us a call back
12/18/2024	[redacted]	Re-Engagement	Student is out of State and will return on 12/25/2024. Student wants keep his enrollment active and change from AM to PM. In addition, student wants to transfer to online classes.
12/18/2024	[redacted]	Re-engagement	The student is no longer available

12/18/2024	[redacted]	Re-Engagement	Called student and asked the reason of absence, the student stated that she enrolled in Salam location Carmichael. However, she was placed on waiting list. Student is not able to study in another location since Salam is close to her home. In addition, student has not received any technology equipment from Highlands and she is desperate to start her studies as soon as there is an availability for her to join.
12/18/2024		Re-Engagement	Reminded a student of the importance of coming to classes. She had some health issues. I also sent CICA website in case she would like to switch to online classes
12/18/2024		Re-Engagement	student wants to transfer to CICA online classes. Cannot come in person
12/18/2024		Re-engagement	Student currently attending PM.
12/18/2024		Re-Engagement	Called student regarding his absence, student said that he was busy and he would like to attend effective December 19/2024, and keep his enrollment active.
12/18/2024		Re-engagement	Attempted to contact the student. But, her phone is not working.
12/18/2024		Re-engagement	Student said that he will return to classes soo. He was busy with truck driving course for the last couple of weeks.
12/18/2024		Re-Engagement	A student has no interest in continuing study due to some personal reasons
12/18/2024		Re-Engagement	Sent text
12/19/2024		Re-engagement	With three attempts no answer. Left voicemail for the student notifying her about school attendance.
12/19/2024		Re-engagement	Contacted the student. Student said that he has moved to another location and can't attend classes. Please continue disenrollment.
12/19/2024		Re-Engagement	Student attended class on 12/19/2024 requested to transfer his class to PM due to work schedule.
12/19/2024		Re-Engagement	The student asked to be disenrolled.
12/19/2024		Re-Engagement	Student works in the morning and would like to transfer his class to PM. In addition, English level 3 is too advanced for him and he would like to downgrade to level 2 to learn better.
12/19/2024		Re-Engagement	Tried to reach student regarding her attendance, no answer, left voicemail, sent text
12/19/2024		Re-Engagement	The student recently moved to a new address and has been busy with family matters. He is committed to return to school by January 6, 2025.
12/19/2024		Re-engagement	He didn't answer the call. A voicemail sent to him notifying him about the deadline to return to school or otherwise will be disenrolled.
12/19/2024		Re-engagement	Contacted the student. He is no longer available to attend school. Can be disenrolled.
12/19/2024		Re-Engagement	Tried to reach student regarding his attendance, no answer, left text message
12/19/2024		Re-engagement	Student will try to return to class on Dec 20
12/19/2024		Re-Engagement	I called a student to encourage them to continue classes. He promised to return to school
12/19/2024		Re-Engagement	A student wants to transfer to CICA. I asked to return the locked device and sent the address.
12/19/2024		Re-engagement	Student was transferred to Folsom and is waiting for her class details
12/19/2024		Re-Engagement	Tried to reach student regarding her attendance, wrong number

12/19/2024	[redacted]	Re-Engagement	A student wants to study online at CICA
12/19/2024	[redacted]	Re-engagement	Student will try to return to class on Jan 6
12/19/2024	[redacted]	Re-Engagement	Called student regarding her attendance. She told that she is going to return to classes after winter break on January, 6
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding her attendance, phone is not in service she wants to continue but she works so she wishes to switch to PM shift because of work
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding her attendance, student's not interested in attending classes, asks for disenrollment
12/19/2024	[redacted]	Re-Engagement	The student attends another English school. Needs to be disenrolled.
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding his attendance, phone is turned off, left voicemail, sent text
12/19/2024	[redacted]	Re-Engagement	Called student regarding his attendance. Student told that he is going to return to classes after Christmas break on January, 6th
12/19/2024	[redacted]	Re-Engagement	tried to reach out to the student. No answer
12/19/2024	[redacted]	Re-Engagement	She started classes at college but she also wants to continue studying at Highland. I encouraged her to return to classes. She promised to come back
12/19/2024	[redacted]	Re-engagement	Both left VM and text messaged
12/19/2024	[redacted]	Re-engagement	Both left VM and text messaged
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding her attendance, no answer, left voicemail, sent text
12/19/2024	[redacted]	Re-Engagement	Called the student he said he moved to another school
12/19/2024	[redacted]	Re-Engagement	Tried to reach out to a student. No success. Left a VM
12/19/2024	[redacted]	Re-Engagement	A student promised to return to classes. I sent him classes location and time to his cell phone
12/19/2024	[redacted]	Re-Engagement	I tried to reach out to a student, no success, left a VM
12/19/2024	[redacted]	Re-engagement	Contacted emergency contact, and sent text message to main phone
12/19/2024	[redacted]	Re-engagement	Will return to class on Jan 6
12/19/2024	[redacted]	Re-Engagement	Contacted the student regarding his attendance. Student works and does not have time to attend in person classes. Would consider transfer to CICA
12/19/2024	[redacted]	Re-engagement	Both left VM and text messaged
12/19/2024	[redacted]	Re-engagement	Student asked to be disenrolled - she is going through many health challenges. She will try to return in the summer when she feels better

12/19/2024	[redacted]	[redacted]	Re-engagement	Left VM with emergency contact, and sent text message to main phone
12/19/2024			Re-Engagement	Contacted the student regarding his consecutive absences from school. The student assured that he will attend class on 01/06/2025. Additionally, the student inquired about career programs available to help him earn a diploma. He was informed that Highlands offers a variety of career programs for its graduates.
12/19/2024			Re-engagement	Student no longer interested to attend school. Can be disenrolled.
12/19/2024			Re-Engagement	The student is out of the city. Promised to come on January 6.
12/19/2024			Re-Engagement	Tried to reach student regarding his attendance, phone turned off, left voicemail
12/19/2024			Re-Engagement	I tried to reach out to a student, no success, left a VM
12/19/2024			Re-engagement	She opened a childcare. And want to attend classes in PM shift (Evening).
12/19/2024			Re-Engagement	Tried to reach student regarding her attendance, phone is not in service
12/19/2024			Re-engagement	Will try to return to school on Jan 6, will be able to only if son is enrolled in school
12/19/2024			Re-Engagement	I called the student and encouraged her to continue coming to classes. She promised to return to school
12/19/2024			Re-Engagement	Contacted student regarding his attendance. Student works and does not have time to attend in person classes. Would consider transfer to CICA
12/19/2024			Re-Engagement	I tried to reach out to a student, with no success. Left a VM
12/19/2024			Re-Engagement	Tried to reach student regarding her attendance, no answer, left text message
12/19/2024			Re-Engagement	I called a student and encouraged her to continue her study. SHe promised to return to school
12/19/2024			Re-Engagement	A student wants to continue study at Highland but wants to change a location
12/19/2024			Re-engagement	Student will try to go to class on Jan 6. Someone told the student that Hillsdale was opening PM shift and he was interested in switching to that.
12/19/2024			Re-Engagement	Called student regarding her attendance. Student told that she studied in college and was not able to attend school in fall, but she will return to classes after Christmas break on January, 6
12/19/2024			Re-Engagement	I called a student and encouraged her to come to classes. She promised to return to school
12/19/2024			Re-Engagement	Student moved to Yuba City, and requested to transfer from Sacramento to Yuba city. in addition, student would like to attend her class in Sacramento on 01/06/2025 to keep her enrollment active.
12/19/2024			Re-Engagement	Called the student, promised to come.
12/19/2024			Re-Engagement	Tried to reach student regarding his attendance, phone is turned off, left voicemail. Student self-disenrolled according to previous log entries
12/19/2024			Re-Engagement	Tried to reach student regarding her attendance, phone is turned off, left voicemail. Student self-disenrolled according to previous log entries
12/19/2024			Re-Engagement	Called student regarding his attendance. Student told that he will return to classes after Christmas break on January, 6
12/19/2024			Re-Engagement	Called student regarding his attendance. Student told that she will return to classes after Christmas break on January, 6
12/19/2024			Re-Engagement	The student asks to be disenrolled for the 2nd time.

12/19/2024	[redacted]	Re-Engagement	The student has a heavy workload. Asked to be disenrolled.
12/19/2024	[redacted]	Re-Engagement	Called the student regarding his attendance. His relative told he has left the country and won't come bach. Requested disenrollment.
12/19/2024	[redacted]	Re-Engagement	A student wished to transfer to CICA, has no time to come in person
12/19/2024	[redacted]	Re-Engagement	I called the student. He asked to be disenrolled.
12/19/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/19/2024	[redacted]	Re-Engagement	Attempt 1, no answer, texted the student.
12/19/2024	[redacted]	Re-Engagement	A student transferred to ARC. Does not want to continue study
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding her attendance, no answer, left voicemail, sent text
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding his attendance, no answer, left text message
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding his attendance, phone is turned off, left voicemail, sent text
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding his attendance, student’s not interested in attending classes, asks for disenrollment
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding her attendance, phone turned off, left voicemail
12/19/2024	[redacted]	Re-Engagement	Called student regarding his attendance. Student told that he works and does not have time to attend in person classes. Would consider transfer to CICA
12/19/2024	[redacted]	Re-Engagement	I tried to reach out to a student, no answer, left a VM
12/19/2024	[redacted]	Re-Engagement	Called student regarding her attendance. Student told that he will return to classes after Christmas break on January, 6
12/19/2024	[redacted]	Re-engagement	I tried to reach out to a student, no success, left a VM
12/19/2024	[redacted]	Re-engagement	Contacted the student. He is interested to continue his classes and prefer to be transferred/placed in North Highlands Site as he recently moved there and can't attend classes in Howe Ave.
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding his attendance, phone is not in service
12/19/2024	[redacted]	Re-Engagement	The student transferred to ARC, will not continue to study at Highland. I asked to return a device. She wants to bring it back to her teacher as she has no time to go to Grand because of work
12/19/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/19/2024	[redacted]	Re-Engagement	Tried to reach out to a student, no success, left a VM
12/19/2024	[redacted]	Re-Engagement	A student does not want to attend classes. Considers transferring to CICA.
12/19/2024	[redacted]	Re-Engagement	I sent a registration link
12/19/2024	[redacted]	Re-Engagement	A student transferred to college. Does not want to continue study at school
12/19/2024	[redacted]	Re-engagement	Both left VM and text messaged
12/19/2024	[redacted]	Re-Engagement	I tried to reach out to a student, no answer
12/19/2024	[redacted]	Re-engagement	Left voicemail in emergency contact's number. Unable to connect in her main cellphone
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding his attendance, student’s not interested in attending classes, asks for disenrollment

12/19/2024	[redacted]	Re-Engagement	I tried to reach out to a student. No success, left a VM
12/19/2024	[redacted]	Re-Engagement	I called to a student. Encouraged to return to classes. She promised to come
12/19/2024	[redacted]	Re-Engagement	Called student regarding his attendance. Student told that he works and does not have time to attend in person classes. Would consider transfer to CICA
12/19/2024	[redacted]	Re-engagement	Both left VM and text messaged
12/19/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/19/2024	[redacted]	Re-Engagement	The student has already left the country. The student needs to be disenrolled.
12/19/2024	[redacted]	Re-Engagement	I tried to reach out to a student. No success, left a VM
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding her attendance, no answer, left voicemail, sent text message
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding her attendance, student's not interested in further studying, asks for disenrollment
12/19/2024	[redacted]	Re-Engagement	Student want to return to school, and would like to transfer to PM.
12/19/2024	[redacted]	Re-Engagement	Tried to reach out to a student. No success, left a voice message
12/19/2024	[redacted]	Re-Engagement	Tried to reach out to as student, no success. Left a VM
12/19/2024	[redacted]	Re-Engagement	he wants to continue but the location is too far. wishes to change it
12/19/2024	[redacted]	Re-Engagement	Contacted student regarding his attendance. Student works and does not have time to attend in person classes. Would consider transfer to CICA
12/19/2024	[redacted]	Re-engagement	left voicemail
12/19/2024	[redacted]	Re-Engagement	Student works as a truck driver and wants to be unenrolled.
12/19/2024	[redacted]	Re-engagement	The student is not interested. Please disenroll.
12/19/2024	[redacted]	Re-Engagement	Called a student. She is in ARC now., Not willing to continue study here
12/19/2024	[redacted]	Re-engagement	Student asked to be disenrolled
12/19/2024	[redacted]	Re-Engagement	Called student regarding his absences, he told that he wants to be disenrolled and has already returned devices.
12/19/2024	[redacted]	Re-engagement	Contacted emergency contact. Celina said she will let the student know to return the call at my number
12/19/2024	[redacted]	Re-engagement	Both left VM and text messaged. Emergency contact said student will call us back
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding her attendance. Phone is turned off, left voicemail, sent text message

[redacted]			
12/19/2024		Re-Engagement	Called student regarding her attendance. Student is on medical treatment and is not able to attend in person classes. Would consider transfer to CICA
12/19/2024		Re-Engagement	Tried to reach out to a student, no answer, left a VM
12/19/2024		Re-Engagement	Tried to reach student regarding her attendance. This number is no longer in service
12/19/2024		Re-Engagement	Tried to reach student regarding his attendance, phone is not in service
12/19/2024		Re-Engagement	I called to a student. She promised to return to school
12/19/2024		Re-Engagement	Tried to reach student regarding his attendance, phone is not in service
12/19/2024		Re-engagement	VM is not set up, sent a text message. I also called the emergency contact and left a VM
12/19/2024		Re-Engagement	Callled student regarding her attendance. Student told that he was transferred to college, asked for disenrollment
12/19/2024		Re-Engagement	Tried to reach student regarding his attendance, phone is not in service
12/19/2024		Re-engagement	Voicemail sent to the student notifying her about school attendance or otherwise could be disenrolled if not show up in classes by 6 of January.
12/19/2024		Re-Engagement	Student lost interest because he had hard time learning the vocabularies. advised him to attend class and consul with his teacher , student agreed to attend.
12/19/2024		Re-engagement	He will be returning to school by the given deadline of 6 January.
12/19/2024		Re-engagement	The student is still interested to continue his education and classes. He had some problem and couldn't make it for the last couple of days. He will be returning to school by 6 of January.
12/19/2024		Re-engagement	His husband answered the call and said that she recently gave birth to a child and is on leave.
12/19/2024		Re-engagement	We tried contacting the student but the number was not in operation. We left a VM for her about deadline of returning school or otherwise she will be disenrolled.
12/19/2024		Re-Engagement	Attempt 1, no answer. Texted the student.
12/19/2024		Re-Engagement	I tried to reach out to a student, no answer..
12/19/2024		Re-Engagement	I tried to reach out to a student, no success, left a VM
12/19/2024		Re-engagement	The student was contacted. She didn't answer the call, but a voicemail was sent to notify student about school attendance or otherwise will be disenrolled.
12/19/2024		Re-Engagement	A student did not show interest in studying at Highland, also he has a job. I encourage him to transfer to CICA and continue classes with
12/19/2024		Re-engagement	Student asked to be disenrolled
12/19/2024		Re-Engagement	Called student regarding his attendance. He said that he works and does not have time to attend in person classes. Would consider transfer to CICA
12/19/2024		Re-Engagement	The student has an opportunity to attend evening classes only. Will come to the teacher to transfer to evening classes.
12/19/2024		Re-Engagement	The student has an opportunity to attend evening classes only. Will come to the teacher to transfer to evening classes.
12/19/2024		Re-engagement	Student confirmed that he is returning to school and will attend the classes regularly.

12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding his attendance. It was a wrong number
12/19/2024	[redacted]	Re-Engagement	A student transferred to college does not want to continue at School, I asked her to return a phone and send her the address.
12/19/2024	[redacted]	Re-Engagement	A student moved to another state and wants to be disenrolled
12/19/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/19/2024	[redacted]	Re-engagement	Student will return to class on Jan 6, she can only attend twice a week because of work
12/19/2024	[redacted]	Re-Engagement	Called student regarding her attendance. Student left country. Disenrollment required
12/19/2024	[redacted]	Re-Engagement	A student transferred ed to ARC. Does not want to continue attending school
12/19/2024	[redacted]	Re-Engagement	A student promised to come back to school
12/19/2024	[redacted]	Re-Engagement	Student thought that she was disenrolled due to absence. However, she was advised that her status is still active until 01/06/2025. She pledged to come back to her class and continue her education.
12/19/2024	[redacted]	Re-Engagement	I called a student. He does not want to continue study
12/19/2024	[redacted]	Re-engagement	Students will be attending PM @GG2 .
12/19/2024	[redacted]	Re-Engagement	Called student regarding his attendance. Student does not drive a car, her husband, who drops her of to classes, has serious injury, she takes care of him. She will return to classes as soon as possible.
12/19/2024	[redacted]	Re-Engagement	Called student regarding his attendance. He got serious injury and recovery process will take some more time. He will return to classes as soon as possible.
12/19/2024	[redacted]	Re-engagement	Both left VM and text messaged
12/19/2024	[redacted]	Re-engagement	Student will try to return to class on Jan 6
12/19/2024	[redacted]	Re-Engagement	I called a student and encouraged him to return to classes. He promised to come back
12/19/2024	[redacted]	Re-Engagement	Tried to reach out to a student. No success left a VM
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding her attendance, student's not interested in further studying. Student asked for disenrollment , he has already returned his devices
12/19/2024	[redacted]	Re-Engagement	Tried to reach student regarding her attendance, he will return to classes on the January, 6th (but he needs to change the shift from am to pm due to his work schedule)
12/19/2024	[redacted]	Re-engagement	Left VM and text message
12/19/2024	[redacted]	Re-Engagement	Attempt 1, the student will give a callback.
12/19/2024	[redacted]	Re-Engagement	I tried to reach out to a student, with no success. Left a VM
12/19/2024	[redacted]	Re-engagement	Both left VM and text messaged

12/19/2024	[redacted]	Re-Engagement	A student does not want to continue study, wants to disenroll
12/19/2024		Re-Engagement	Tried to reach student regarding her attendance, no answer, left text message
12/19/2024		Re-Engagement	Called student regarding her attendance, student's not interested in attending classes, asks for disenrollment
12/20/2024		re-engagement	Student was contacted no answer | left VM encouraging attendance and explaining the situation
12/20/2024		Re-engagement	Contacted the student and encouraged him to continue his full attendance.
12/20/2024		Re-engagement	Both left VM and text messaged
12/20/2024		Re-Engagement	The student had a demanding work schedule and reached out to his counselor, Ms. Tilley Stanley, to request a Leave of Absence (LOA). However, he did not receive a response. The student would like to resume his classes by 01/06/2025 and is requesting a transfer to CICA.
12/20/2024		Re-Engagement	Student texted back and said that she is having surgery in January, plans to come back on January, 20
12/20/2024		Re-engagement	Contacted emergency contact who said student will call back. Also sent a text message to main phone
12/20/2024		Re-Engagement	She has been absent from class due to maternity leave. The student was initially placed in English Level 1; however, she feels that this level is too easy for her and would like to move to Level 2. Additionally, she wishes to transfer to CICA in order to take care of her newborn child.
12/20/2024		Re-engagement	Made 3 attempts to call and discuss the attendance issues with the student. Go no answer. Voicemail sent to the student about punctuality to attendance.
12/20/2024		Re-Engagement	Attempt 1, no answer, texted the student.
12/20/2024		Re-engagement	Both left VM and text messaged
12/20/2024		Re-Engagement	Attempt 1: Due to childcare the student is not able to attend school. I connected her with HELC
12/20/2024		Re-engagement	sent text message. Cellphone out of network, and emergency contact doesnt pick up
12/20/2024		Re-Engagement	The student is leaving the city. Asked to disenroll.
12/20/2024		Re-engagement	Both left VM and text messaged
12/20/2024		Re-engagement	Confirmed return to class on January 6 2025
12/20/2024		Re-engagement	Student will try to return to class on Jan 6

12/20/2024	[redacted]	Re-Engagement	After the first re-engagement conversation student called and said that he decided to return to his in-person classes. He will come for his pm class December, 20th and continue his studying on January, 6th after Christmas break
12/20/2024	[redacted]	Re-Engagement	Attempt 2. Wants to transfer to CICA.
12/20/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/20/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/20/2024	[redacted]	Re-Engagement	I called the student and promised to come. Interested in the CTE program.
12/20/2024	[redacted]	Re-Engagement	Wants to be disenrolled.
12/20/2024	[redacted]	Re-Engagement	The student has moved to Fremont, CA, and as a result, was unable to attend his class. When asked if he had received a smartphone from Highlands, the student confirmed he has the phone and plans to return it when he next comes to Sacramento. I recommended that he return the phone to the San Pablo location, to which he agreed, stating he would return it either there or in Sacramento. I also advised the student to continue his education at the San Pablo location. However, he mentioned that it is too far for him to attend; otherwise, he would be interested in continuing his studies.
12/20/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/20/2024	[redacted]	Re-Engagement	Phone not in service
12/20/2024	[redacted]	Re-Engagement	I called the student, and promised to come.
12/20/2024	[redacted]	Re-Engagement	Phone not in service
12/20/2024	[redacted]	Re-Engagement	Called student regarding his lack of attendance. Student told that he works full time, he is not able to attend classes neither in person, nor online. Please disenroll him
12/20/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/20/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/20/2024	[redacted]	Re-Engagement	Attempt 1: No answer. detailed VM was left
12/20/2024	[redacted]	Re-engagement	Made 3 attempts to call and discuss the attendance issues with the student. Go no answer. Voicemail sent to the student about punctuality to attendance.
12/20/2024	[redacted]	Re-Engagement	Maternity leave. Wants to transfer to CICA.
12/20/2024	[redacted]	Re-Engagement	The student has already returned the devices. Wants to be disenrolled.
12/20/2024	[redacted]	Re-engagement	Tried to reach out the student. But the number is no in operation anymore.
12/20/2024	[redacted]	Re-engagement	Both left VM and text messaged
12/20/2024	[redacted]	Re-engagement	Student attendance is great. Encouraged the student to continue attending the classes normally.
12/20/2024	[redacted]	Re-Engagement	The student's child is 2.2 years old and cannot attend HELC. The student requests LOA until the child is 2.5
12/20/2024	[redacted]	Re-engagement	Made 3 attempts to call and discuss the attendance issues with the student. Go no answer. Voicemail sent to the student about punctuality to attendance.

[redacted]

12/20/2024	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/20/2024	Re-Engagement	Wants to transfer to CICA. I texted info on how to return the devices.
12/20/2024	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/20/2024	Re-Engagement	Has a full-time job. He wants to be disenrolled.
12/20/2024	Re-engagement	Both left VM and text messaged
12/20/2024	Re-engagement	Reached out to the student. He is still interested to continue education and attend classes regularly.
12/20/2024	Re-engagement	Attending classes. He requested if he is placed into online classes that will further support him with his work schedule.
12/20/2024	Re-engagement	The student said that he will do his best to continue attending classes as regular as possible.
12/20/2024	Re-Engagement	I called the student regarding his consecutive absences from school. He explained that he has a newborn child and has been caring for his wife, in addition, he was involved in a car accident. The student assured me that he would attend school at least three days a week, or more if possible. He mentioned that, as the only member of his family with a driver's license, he is responsible for driving his children to school and appointments.
12/20/2024	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/20/2024	re-engagement	Called the student her daughter told me they want to transfer to another site (Marconi) I directed them to call that site directly to see if space is available and they could be transferred.
12/20/2024	Re-Engagement	The student wants to be transferred to CICA. I sent the link for the registration.
12/20/2024	Re-Engagement	I called the student, and promised to come.
12/20/2024	Re-engagement	Tried to reach out the student. But the number is no in operation anymore.
12/20/2024	Re-engagement	The student said that will attend the classes in the best regular manner possible.
12/20/2024	Re-Engagement	The student communicated about attendance. I spoke with her son, who told me that [redacted] would be returning to school on January 6. Due to her move to a new address, she could not attend class. I told him that there will be no classes for two weeks beginning on December 23 and will be back on January 6. He asked about the Level 1 exit test, so I told him that [redacted] could take it whenever she was in class
12/20/2024	Re-Engagement	The student communicated about attendance. I spoke with his son, who told me that [redacted] would be returning to school on January 6. Due to his move to a new address, he could not attend class. I told him that there will be no classes for two weeks beginning on December 23 and will be back on January 6. He asked about the Level 1 exit test, so I told him that [redacted] could take it whenever he was in class.
12/20/2024	Re-Engagement	Interested in CICA. Texted the link to the registrar.
12/20/2024	Re-Engagement	Interested in CICA. Texted the link to the registrar.
12/20/2024	Re-engagement	Both left VM and text messaged
12/20/2024	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.

12/20/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/20/2024	[redacted]	Re-Engagement	Attempt 1, no answer, left a vm and texted the student.
12/23/2024	[redacted]	Re-engagement	She will continue to attend classes. In the meantime she wants to be transferred to PM classes.
12/23/2024	[redacted]	Re-Engagement	The student is unable to attend classes at the College Oak location due to the distance. She requested a transfer to the Hemlock location. However, she has been waiting for placement and has not received any response from HCCTS. The student is eager to start as soon as possible. Additionally, she has not yet received a smartphone from the school.
12/23/2024	[redacted]	Re-engagement	Student will return to school on January 6
12/23/2024	[redacted]	Re-Engagement	Following a phone conversation with the student's son, it was confirmed that the student was unable to attend due to an eye allergy. The student received treatment and is willing to return to class on January 6, 2025.
12/23/2024	[redacted]	Re-Engagement	Attempt 2, the student asked to be disenrolled. He is on the CICA's waitlist.
12/23/2024	[redacted]	Re-engagement	Left a voicemail.
12/23/2024	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no success. Sent text message
12/23/2024	[redacted]	Re-Engagement	A student gave us a callback. She was notified of the disenrollment. She is interested in online studies so I sent her CICA registration link
12/23/2024	[redacted]	Re-Engagement	A student was notified of the disenrollment. She wants to transfer to CICA, so I sent her a registration link
12/23/2024	[redacted]	Re-Engagement	A student is not interested in coming to classes anymore, and was informed of the disenrollment
12/23/2024	[redacted]	Re-engagement	Will return to school on January 6
12/23/2024	[redacted]	Re-engagement	Student had a personal situation out of Sacramento. He is back in town this week. He will return to class on January 6. Student is confident to return to class actively
12/23/2024	[redacted]	Re-Engagement	The student was contacted about their attendance. After explaining our attendance policy, the student indicated they would return to class on January 6th.
12/23/2024	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no success. Sent text message
12/23/2024	[redacted]	Re-Engagement	I called the student regarding his consecutive absences from class. The student explained that he recently moved to San Francisco, and the commute is too far for him to continue attending. He expressed his desire to complete his education and graduate. I recommended transferring to the San Pablo location and sent him the details via text message. The student mentioned that he would check the distance and, if it's manageable, he would be interested in transferring.
12/23/2024	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no success. Sent text message
12/23/2024	[redacted]	Re-engagement	Student will improve her attendance.
12/23/2024	[redacted]	Re-Engagement	Attempt 2, no answer.
12/23/2024	[redacted]	Re-Engagement	Attempt 2, no answer.
12/23/2024	[redacted]	Re-engagement	Reached the student and encouraged her to continue attending the classes normally as required.
12/23/2024	[redacted]	Re-Engagement	Attempt 2, no answer.

12/23/2024	[redacted]	Re-Engagement	Attempt 2, the student asks to be disenrolled. He is already attending another English school.
12/23/2024	[redacted]	Re-Engagement	Attempt 2, the student promised to come.
12/23/2024	[redacted]	Re-Engagement	2 attempts to reach out to a student. No success
12/23/2024	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no success. Sent text message
12/23/2024	[redacted]	Re-Engagement	Attempt 2, no answer.
12/23/2024	[redacted]	Re-engagement	Left a voicemail.
12/23/2024	[redacted]	Re-engagement	Both left VM and sent text message
12/23/2024	[redacted]	Re-Engagement	Attempt 2, no answer.
12/23/2024	[redacted]	Re-Engagement	A student is not interested in coming to school right now. I notified of his disenrollment
12/23/2024	[redacted]	Re-Engagement	Trying to reach out to a student, no success, Sent a text message
12/23/2024	[redacted]	Re-Engagement	Attempt 2, no answer.
12/23/2024	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no success. Sent text message
12/23/2024	[redacted]	Re-Engagement	Trying to reach out to a student, no success, Sent a text message
12/23/2024	[redacted]	Re-Engagement	Cannot reach out to a student, sent a text message
12/23/2024	[redacted]	Re-Engagement	Attempt 2, no answer.
12/23/2024	[redacted]	Re-engagement	Both left VM and sent text message
12/23/2024	[redacted]	Re-Engagement	A student transferred to ARC, no longer wishes to attend school. Was notified of disenrollment
12/23/2024	[redacted]	Re-engagement	Student will return to class on January 6. He sometimes works in Lake Tahoe, this is why is is hard for him to keep up with attendance
12/23/2024	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message.
12/23/2024	[redacted]	Re-Engagement	I tried to reach out to a student with no success. Sent a text message
12/23/2024	[redacted]	Re-Engagement	Phone not in service
12/23/2024	[redacted]	Re-Engagement	Attempt 2, the student promised to come.
12/23/2024	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message.
12/23/2024	[redacted]	Re-engagement	Left VM and sent text message
12/23/2024	[redacted]	Re-engagement	Sent VM to emergency contact. Sent text message to main line. Student's VM doesnt work

	[redacted]	[redacted]	
12/23/2024		Re-Engagement	The student is currently busy with work and is unable to continue attending classes. I requested that the student return the school-issued smartphone. However, the student mentioned that the phone's screen was broken by his children. I advised the student to return the phone, even with the broken screen, and assured them that the school would repair it. The student agreed to return the phone.
12/23/2024		Re-Engagement	The student was contacted about their attendance. After explaining our attendance policy, the student indicated they would return to class on January 6th.
12/23/2024		Re-Engagement	Attempt 2, I called the student and he promised to come.
12/23/2024		Re-Engagement	Unable to reach out to a student. A number might not be in service
12/23/2024		Re-Engagement	2nd attempt to reach out to a student, no success. Sent text message
12/23/2024		Re-Engagement	Attempt 2, the student has asked to be disenrolled. The student has a full-time job.
12/23/2024		Re-Engagement	Attempt 2, no answer.
12/23/2024		Re-engagement	Will improve attendance.
12/23/2024		Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message.
12/23/2024		Re-Engagement	2nd attempt to reach out to a student, no success. Sent a text message
12/23/2024		Re-Engagement	Attempt 2, no answer, left a vm and texted the student.
12/23/2024		Re-Engagement	The student has secured a position as a child care provider at a preschool. Due to her work schedule, she is unable to attend her current class. However, she remains committed to continuing her studies and has requested a transfer to CICA. She is currently awaiting a response.
12/23/2024		Re-Engagement	2nd attempt to reach out to a student. No success. Sent a text message
12/23/2024		Re-Engagement	Attempt 2, Wrong Number
12/23/2024		Re-engagement	Contacted the student and she confirmed that she will continue attending school regularly.
12/23/2024		Re-Engagement	Attempt 2, no answer.
12/23/2024		Re-Engagement	Attempt 2, no answer.
12/24/2024		Re-Engagement	Information provided
12/24/2024		Re-engagement	Had a baby. Can't attend for now.
12/24/2024		Re-Engagement	Attempt 1: No answer, VM and text send Update: He is in Mexico and will try to return by Jan 6
12/24/2024		Re-engagement	Text message sent to the student notifying him about the importance of attendance.
12/24/2024		Re-Engagement	Attempt 1: No answer, vm and text send Update: Texted that will return Jan 6
12/24/2024		Re-engagement	Attempt 1. LV.
12/24/2024		Re-Engagement	Attempt 1: No answer, VM and text send
12/24/2024		Re-engagement	Attempt 1. LV.
12/24/2024		Re-engagement	Text message sent to the student notifying him about the importance of attendance.
12/24/2024		Re-engagement	Text message sent to the student notifying her about the importance of attendance.
12/24/2024		Re-engagement	Shows transferred out in the system.
12/24/2024		Re-engagement	Started attending community college. Would like to disenroll.
12/24/2024		Re-engagement	Started attending community college. Wants to be disenrolled from HCCTS.

12/24/2024	[redacted]	[redacted]	Re-Engagement	The personal phone on file seems to be a wrong number. The person that answer was very disrespectful mentioning uncomfortable comments. Tries school number and its seems to be under someone else's care. Emergency phone did answer but does not know the whereabouts of the student.
12/24/2024			Re-Engagement	I reached out to the student, he informed me that he recently moved to El Dorado Hills, which makes it difficult for him to commute to the Carmichael location. He expressed interest in continuing his studies at the Folsom Blvd location, which is closer to his home, and he requested a transfer. However, he was placed on the waitlist. He would prefer a morning class between 8:00 AM and 11:00 AM, as they need to pick up their children from school at 11:00 AM, and they only have one car.
12/24/2024			Re-Engagement	The student number is not active so I called the emergency contact number on file, and a relative answered. He provided me with her husband's number, and when I reached out to him, he said that he is also one of the Highlands student, his name is [redacted]. He informed me that they recently moved to El Dorado Hills, which makes it difficult for them to commute to the Carmichael location. He expressed interest in continuing their studies at the Folsom Blvd location, which is closer to their home. However, they are on the waitlist. They would prefer a morning class between 8:00 AM and 11:00 AM, as they need to pick up their children from school at 11:00 AM, and they only have one car.
12/24/2024			Re-engagement	Has a full time job and can't attend. Wants to potentially transfer to CICA.
12/24/2024			Re-Engagement	Attempt 1: No naswe avm and text send
12/24/2024			re-engagement	Student was contacted | our student told me that he and his wife used to attend Marconi site which is closer to them but for some reason he is transferred to Edison and is now waiting to be transferred back to marconi so can start attending classes again.
12/24/2024			Re-engagement	Wants to transfer to CICA.
12/24/2024			Re-engagement	Attempt 1. Left a voicemail.
12/24/2024			re-engagement	Student was contacted - no answer TM sent asking to call back so that I can explain his attendance situation
12/26/2024			Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future.
12/26/2024			Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
12/26/2024			Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future.
12/26/2024			Re-Engagement	I was unable to contact the student regarding their attendance. Consequently, I sent a text message outlining the purpose of my call, as the voicemail system was not activated at that time.
12/26/2024			Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
12/26/2024			Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
12/26/2024			Re-engagement	Tried to contact the student. The number is not in service.
12/26/2024			Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future.

12/26/2024	[redacted]	[redacted]	Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future.
12/26/2024			Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
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12/26/2024			Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
12/26/2024			Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future.
12/26/2024			Re-Engagement	The student was contacted regarding their attendance and indicated that they have secured full-time employment, and will not be continuing their studies at Highlands.
12/26/2024			Re-Engagement	The student was contacted regarding their attendance and informed us that they have relocated out of state and will no longer be participating in classes.
12/26/2024			Re-engagement	Text message sent to the student notifying the student about importance of school attendance or the deadline to return/report to class.
12/26/2024			Re-Engagement	The student was contacted about their attendance and stated they have started college and will not be attending Highlands anymore.
12/26/2024			Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future.
12/26/2024			Re-Engagement	I was unable to engage in conversation with the student, as their wife answered my call and informed me that the student would return the call when available.
12/26/2024			Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future.
12/26/2024			Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
12/26/2024			Re-Engagement	I was unable to contact the student regarding their attendance. Consequently, I sent a text message outlining the purpose of my call, as the voicemail system was not activated at that time.
12/26/2024			Re-Engagement	The student was contacted regarding their attendance and indicated that they were out of the country. They stated their intention to either come in person or complete the online enrollment application as soon as possible.
12/26/2024			Re-Engagement	I was unable to contact the student as the phone number listed in PowerSchool is currently out of service.
12/26/2024			Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future.
12/26/2024			Re-Engagement	I was unable to contact the student as the phone number listed in PowerSchool is currently out of service.
12/26/2024			Re-Engagement	I was unable to contact the student as the phone number listed in PowerSchool is currently out of service.
12/27/2024			Re-engagement	No answer. Text message sent.

	[redacted]		
12/27/2024		Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
12/27/2024		Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
12/27/2024		Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future
12/27/2024		Re-engagement	No answer. Sent Text message.
12/27/2024		Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call and sent a text message.
12/27/2024		Re-engagement	No answer text message sent.
12/27/2024		Re-engagement	No answer. Text message sent.
12/27/2024		Re-Engagement	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-engagement	Will improve attendance starting January 6th.
12/27/2024		Re-engagement	No answer. Text message sent.
12/27/2024		Re-engagement	Moved to Rocklin. Would like to transfer to CICA. Transfer phone number provided.
12/27/2024		Re-engagement	Moved to Rocklin. Would like to transfer to CICA. Enrollment/Transfer phone number provided.
12/27/2024		Re-engagement	Would like to disenroll.
12/27/2024		Re-engagement	No answer. Sent txt message.
12/27/2024		Re-engagement	LV. Attempt 1.
12/27/2024		Re-engagement	Would like to disenroll.
12/27/2024		Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call and sent a text message.
12/27/2024		Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
12/27/2024		Re-engagement	No answer. Sent text message.
12/27/2024		Re-engagement	No answer. Text message sent.
12/27/2024		Re-engagement	Did not have a car. Will start attending regularly starting January 6th.
12/27/2024		Re-engagement	No answer. Left a voicemail.
12/27/2024		Re-Engagement	I called the student, but her husband answered the phone. He explained that the class on Fulton Avenue is too far for his wife to attend, as they live on Tuolumne Drive and do not have a car. They visited another Highlands location near their home, but were informed that it was at full capacity. He mentioned that they have three children, and his wife is currently pregnant. He added that if a spot becomes available in the future, she would be eager to attend.
12/27/2024		Re-engagement	No answer. Sent a text message.
12/27/2024		Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future
12/27/2024		Re-engagement	Text message sent.
12/27/2024		Re-engagement	Text message sent.
12/27/2024		Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
12/27/2024		Re-engagement	Moved. Would like to disenroll.
12/27/2024		Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail.
12/27/2024		Re-engagement	Has a full time job. Can't attend. Would like to disenroll.
12/27/2024		Re-engagement	Wants to switch locations. Would like to transfer to College Oak.
12/27/2024		Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future.
12/27/2024		Re-engagement	Student has serious health issues. Cannot attend classes regularly.

12/27/2024	[redacted]	Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call.
12/27/2024	[redacted]	Re-engagement	Would like to disenroll. Did not provide a reason.
12/27/2024	[redacted]	Re-Engagement	I was unable to reach the student concerning their attendance. I have left a voicemail detailing the purpose of my call and sent a text message.
12/27/2024	[redacted]	Re-Engagement	The student was contacted regarding their attendance. Following a detailed explanation of the attendance policy, the student acknowledged the issue and indicated a commitment to attending class more regularly in the future
12/27/2024	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail.
12/27/2024	[redacted]	Re-engagement	LV. No answer.
12/27/2024	[redacted]	Re-Engagement	I was unable to contact the student as the phone number listed in PowerSchool is still out of service.
12/30/2024	[redacted]	Re-engagement	Attempt 2 LV.
12/30/2024	[redacted]	Re-engagement	Attempt 2.
12/30/2024	[redacted]	Re-engagement	Student has a full time job and small children. Cannot attend classes in person. I shared enrollment phone number to inquire about transferring to CICA.
12/30/2024	[redacted]	Re-engagement	Dis-enrolled student due to moving out of state.
12/30/2024	[redacted]	Re-engagement	Too many attempt. Called and texted but still haven't heard back from students.
12/30/2024	[redacted]	Re-engagement	Student are no longer interested.
12/30/2024	[redacted]	Re-engagement	Dis-enrolled student due to busy working schedule.
12/30/2024	[redacted]	Re-engagement	Attempt 2. Left a voice mail.
12/30/2024	[redacted]	Re-engagement	Student is no longer interested.
12/30/2024	[redacted]	Re-engagement	Student would like to be dis-enrolled due to busy schedule.
12/30/2024	[redacted]	Re-engagement	Student are no longer interested.
12/30/2024	[redacted]	Re-engagement	Attempt 2. Text message sent.
12/30/2024	[redacted]	Re-engagement	Attempt 2. Phone call, no answer, voicemail not set up. Text message sent.
12/30/2024	[redacted]	Re-engagement	Attempt 2. Text message sent.
12/30/2024	[redacted]	Re-Engagement	I called the student, and she explained that her absence was due to personal issues. When I asked if she was willing to return to her classes, she confirmed that she would like to return. However, she mentioned that her family might be traveling next month, and if that happens, she will be unable to attend. I informed her that the deadline to return is January 6, 2025. If she does not attend by that date, her enrollment will become inactive, and she will need to return any school-related technology equipment to the Highlands.
12/30/2024	[redacted]	Re-engagement	Student are no longer interested.
12/30/2024	[redacted]	Re-engagement	Student is no longer interested.
12/30/2024	[redacted]	Re-engagement	Student is no longer interested.
12/30/2024	[redacted]	Re-engagement	Student are no longer interested.
12/30/2024	[redacted]	Re-engagement	Student is no longer interested.
12/30/2024	[redacted]	Re-engagement	Student confirmed to be dis-enrolled due to busy working schedule.
12/30/2024	[redacted]	Re-engagement	Student is no longer interested.

[redacted]			
12/30/2024		Re-Engagement	I called the student, and his son answered the phone. He mentioned that they have moved to Elk Grove, and the commute to the current class is too far for him. However, the student is willing to be transferred to the Bruceville location. He has already visited the Bruceville site to request the transfer, but his request was denied due to capacity. The student would like to continue his studies if a spot becomes available at the Bruceville location.
12/30/2024		Re-Engagement	I called the student, and her son answered the phone. He mentioned that they have moved to Elk Grove, and the commute to the current class is too far for her. However, the student is willing to be transferred to the Bruceville location. She has already visited the Bruceville site to request the transfer, but her request was denied due to capacity. The student would like to continue her studies if a spot becomes available at the Bruceville location.
12/30/2024		Re-Engagement	A student dos not want to continue studying at school. He is interested in taking online classes. I sent him a registration link
12/30/2024		Re-Engagement	I called the student, and he confirmed that he plans to return to class on January 6. I explained to him, both in English and Hindi, that January 6, 2025, is the final day to attend classes; otherwise, he will be unenrolled. He assured me that he will return to school. Additionally, I sent him a text message in Hindi to ensure he fully understands the situation.
12/30/2024		Re-engagement	Attempt 2. Left a voicemail.
12/30/2024		Re-engagement	Student is no longer interested.
12/30/2024		Re-Engagement	The student's son recently underwent a medical procedure, which prevented her from attending class. Additionally, she mentioned that her daughter is scheduled for surgery today, December 30, 2024, at 1 p.m. The student expressed her intention to attend class on Monday to maintain her enrollment but indicated that due to her children's health issues, she may need to miss additional days after January 6. I advised her to inform her teacher about the situation. Meanwhile, I emphasized the importance of attending class on Monday, as it is the deadline, and she confirmed that she will do so.
12/31/2024		Re-Engagement	I made several attempts to contact the student on different days and at various times, but each call went directly to voicemail. On December 31, I called the student's emergency contact number, and her husband answered. He informed me that his wife had traveled to Afghanistan due to her father's health and is expected to return to the United States on January 9, 2025. He assured me that she plans to attend her classes upon her return and requested us to keep her enrollment active, as she is committed to continuing her studies.
12/31/2024		Re-Engagement	Second attempt to contact student before possible disenrollment
12/31/2024		Re-engagement	Call and text student to re-engaged . Student not respond yet.
12/31/2024		Re-Engagement	Second attempt to contact student before possible disenrollment. Also informed student we are on winter break, but to let us know if they plan on continuing their schooling.
12/31/2024		Re-engagement	Call and text student to re-engaged. No respond from student.
12/31/2024		Re-engagement	Phone number [redacted] were dis-connected.
12/31/2024		Re-Engagement	Second attempt to contact student before possible disenrollment.
12/31/2024		Re-Engagement	Second attempt to contact student to register or return to school before possible disenrollment.
12/31/2024		Re-Engagement	Second attempt to contact student via SMS to return back to school before disenrollment

12/31/2024	[redacted]	Re-Engagement	Sent student text message regarding coming back to school.
12/31/2024	[redacted]	Re-engagement	Student went to Vn and was sick. She will be going back to school on Jan 6th, 2025.
12/31/2024	[redacted]	Re-engagement	Call and texted students to re-engaged. Student will be dis-enrolled by January 6th, 2025. Haven't heard back from student yet!.
12/31/2024	[redacted]	Re-Engagement	Second attempt to contact student before disenrollment.
12/31/2024	[redacted]	Re-engagement	Call and text students to re-engaged.
12/31/2024	[redacted]	Re-Engagement	Second attempt to contact student via sms.
12/31/2024	[redacted]	Re-engagement	Student still interest but due to her health. She's temporary will be out and return to class as soon as her flu is over.
12/31/2024	[redacted]	Re-Engagement	Student has not been feeling well and will return to school when she is able to. I sent a text message to see if she had any questions or concerns.
12/31/2024	[redacted]	Re-Engagement	Second attempt in contacting student via sms for possible disenrollment if student doesn't return to classes.
12/31/2024	[redacted]	Re-Engagement	Sent student text message to see if they would like to come back to school.
12/31/2024	[redacted]	Re-Engagement	I attempted to contact the student over seven times on different days, both in the AM and PM, but have not received a response. Despite the calls going through, there was no answer, so I left a voicemail asking the student to call me back. After receiving no response, I followed up with a text message explaining that the student has been absent for over 55 days. I also informed him that he must return to class by January 6, 2025, or he will be unenrolled. Additionally, I reminded him to return any technology equipment received from Highlands.
12/31/2024	[redacted]	Re-Engagement	I attempted to contact the student multiple times on different days and at various times, but the call goes directly to voicemail. It seems the phone number may no longer be active. I left a voicemail explaining that January 6, 2025, is the deadline to attend school in order to maintain active enrollment.
1/7/2025	[redacted]	re-engagement	Sent a message to remind him that we are back from break.
1/7/2025	[redacted]	Re-engagement	Sent a message to remind him that we are back from break.
1/7/2025	[redacted]	Re-engagement	Student did not pick up the phone. He was left a message.
1/7/2025	[redacted]	Re-engagement	Sent a message to remind him that we are back from break.
1/7/2025	[redacted]	re-engagement	This is the wrong number. The number belongs to someone named [redacted] no relation to the student.
1/7/2025	[redacted]	Re-engagement	Sent a message to remind him that we are back from break.
1/7/2025	[redacted]	Re-engagement	Sent a message to remind him that we are back from break.
1/7/2025	[redacted]	Re-engagement	Sent a message to remind him that we are back from break.
1/7/2025	[redacted]	Re-engagement	Sent a message to remind him that we are back from break.
1/7/2025	[redacted]	Re-engagement	Sent a message to remind him that we are back from break.
1/7/2025	[redacted]	Re-Engagement	The student called me asking if he could come to classes. I explained that he had been transferred out because he didn't show up on December 6 and didn't contact his teacher. He said he had forgotten and had just remembered it. I explained he could enroll again using our website and he stated he was planning to do it.

1/7/2025	[redacted]	Re-engagement	Sent a message to remind him that we are back from break.
1/7/2025	[redacted]	Re-Engagement	Sent a message to remind him that we are back from break.
1/8/2025	[redacted]	Re-Engagement	Texted student to tell him he's ok to come to class on 1/8/25 and 10/16/24. No response
1/8/2025	[redacted]	Re-Engagement	Sent a message letting them know we are back from break and I hope to see them in class this week.
1/8/2025	[redacted]	Re-engagement	The student wants to be transferred to CICA due his new work schedule. Request has been sent.
1/8/2025	[redacted]	Re-Engagement	Said she does not have time for class. Working.
1/8/2025	[redacted]	Re-Engagement	Sent a message letting them know we are back from break and I hope to see them in class this week.
1/8/2025	[redacted]	Re-Engagement	Student asked how he could return her laptop, also discussed enrollment to CICA and its requirements.
1/8/2025	[redacted]	Re-Engagement	Sent a message letting them know we are back from break and I hope to see them in class this week.
1/8/2025	[redacted]	Re-Engagement	Sent a message letting them know we are back from break and I hope to see them in class this week.
1/8/2025	[redacted]	Re-Engagement	Texted. Said she is not feeling well and will re-register when she is feeling better.
1/8/2025	[redacted]	Re-Engagement	Texted. Recommended Anisah's class for Level 4
1/8/2025	[redacted]	Re-engagement	I contacted the student, he wants to transfer to CICA due to employment, starting from 1/8/2025. The request to enrollment team has been made.
1/8/2025	[redacted]	Re-engagement	I contacted the student, he wants to transfer to CICA due to employment, starting from 1/8/2025.
1/8/2025	[redacted]	Re-Engagement	Sent a message letting them know we are back from break and I hope to see them in class this week.
1/8/2025	[redacted]	Re-Engagement	Sent a message letting them know we are back from break and I hope to see them in class this week.
1/8/2025	[redacted]	Re-Engagement	Sent a message letting them know we are back from break and I hope to see them in class this week.
1/9/2025	[redacted]	Re-Engagement	Sent text message to student 1/9/2025.
1/9/2025	[redacted]	Re-Engagement	Sent text message to student 1/9/2025.
1/9/2025	[redacted]	Re-Engagement	Reached out to student via text to initiate a conversation about re-enrollment and re-engagement into CTE programs.
1/9/2025	[redacted]	Re-Engagement	Reached out to student via text to initiate a conversation about re-enrollment and re-engagement into CTE programs.
1/9/2025	[redacted]	Re-engagement	Sent re-engagement text message 1/9/2025.
1/9/2025	[redacted]	Re-Engagement	Sent welcome text (level 2 class) to student 1/9/25.
1/9/2025	[redacted]	Re-Engagement	Sent re-engagement text message to student 1/9/25.
1/9/2025	[redacted]	Re-Engagement	The student had surgery and, based on the doctor's recommendation, will be unable to attend class for approximately one more month.
1/9/2025	[redacted]	Re-Engagement	The student has transportation issues that prevent class attendance but will return once resolved.
1/9/2025	[redacted]	Re-Engagement	Sent text
1/9/2025	[redacted]	Re-Engagement	Sent text
1/9/2025	[redacted]	Re-Engagement	The student has transportation issues that prevent class attendance but will return once resolved.
1/9/2025	[redacted]	Re-Engagement	The student recently gave birth and will be unable to attend class for some time.
1/10/2025	[redacted]	Re-Engagement	Called students due to lack of attendance this week he said he will come to class!

1/10/2025	[redacted]	Re-Engagement	Talked to the husband, He said they have moved and its pretty far for her to attend school until she takes her DL.
1/10/2025	[redacted]	Re-Engagement	I called the student but she did not pick up the phone. I left her a voicemail due to her lack of attendance.
1/10/2025	[redacted]	Re-engagement	I called [redacted], but her husband answered the phone on 01/10/2025. He told me she was sick all week, and she will come to school next week.
1/10/2025	[redacted]	Re-engagement	The student notified us that he would be out of the country starting Jan 15th and will return to class when he is back.
1/10/2025	[redacted]	Re-Engagement	I tried calling the student but she wasn't receiving calls and I left her a message due to lack of attendance. Looks like the student has the message blocker on.
1/10/2025	[redacted]	Re-Engagement	I called the student brother in law picked up the phone and said she will try her best to come to class as of next week.
1/10/2025	[redacted]	Re-Engagement	I called the student and he said he will be attending class as of Monday.
1/10/2025	[redacted]	Re-Engagement	I called the student and she said she has changed location 5 months ago from Hillsdale.
1/10/2025	[redacted]	Re-engagement	I called her on 01/10/25 She told me that she is pregnant and she doesn't feel good, When she gets better, she will come to school.
1/10/2025	[redacted]	Re-Engagement	I called the student he said he was in a VA for a week but he will be in class as of Monday.
1/10/2025	[redacted]	Re-engagement	The student notified us that he would be out of the country starting Jan 20th and will return to class when he is back.
1/13/2025	[redacted]	Re-Engagement	The phone number is not working.
1/13/2025	[redacted]	Re-Engagement	Called student to re-engage. He states he has been dealing with family issues but plans on attending class tomorrow.
1/13/2025	[redacted]	Re-Engagement	I called to let him know we are back from break. He said he won't be returning because he started college.
1/13/2025	[redacted]	Re-Engagement	Called and sent text to re-engage. Student sent text last week stating she has been dealing with family emergencies, etc.
1/13/2025	[redacted]	Re-Engagement	Spoke with student's husband. He states student is uncomfortable coming back to school.
1/13/2025	[redacted]	Re-Engagement	Called and sent text to re-engage. Student has been absent for five consecutive days.
1/13/2025	[redacted]	Re-Engagement	Student states she is still waiting for a call from Asher. She is eager to get started. Has completed high school courses.
1/13/2025	[redacted]	Re-Engagement	I got in touch with the student for being absent for several days to check on them and encourage their return to class. The student came into the class today and promised to come regularly.
1/13/2025	[redacted]	Re-engagement	Provided student with new classroom number.
1/13/2025	[redacted]	Re-Engagement	Called and sent a text message to student to re-engage.
1/13/2025	[redacted]	Re-Engagement	Called and sent a text message to the student to re-engage. Student sent a text stating she plans on attending tomorrow around 1pm.
1/13/2025	[redacted]	Re-Engagement	Student cannot continue school due to lack of childcare. Child is not potty trained. She will contact me directly when she is ready to re-enroll.

	[redacted]	[redacted]	Called and sent a text message to the student to re-engage.
1/13/2025		Re-Engagement	
1/13/2025		Re-Engagement	Attempted to call student to re-engage. Phone is not in service.
1/13/2025		Re-Engagement	Sent re-engagement text to student 1/13/25.
1/13/2025		Re-engagement	Sent re-engagement text message to student 1/13/25.
1/13/2025		Re-engagement	Sent re-engagement text message to student 1/13/25.
1/13/2025		Re-Engagement	I called the student and left a VM. later on today, her friend said she had a family emergency and went out of the country.
1/13/2025		Re-Engagement	Student responded to text stating she just returned from out of town and will return to class this week. She does not want to be dropped.
1/13/2025		Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025		Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025		Re-Engagement	Called student to re-engage. Voicemail states phone has been stolen.
1/13/2025		Re-Engagement	I got in touch with the student for being absent for several days to check on him and encourage his return to class. The student came into the class today and promised to come regularly.
1/13/2025		Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025		Re-Engagement	Student responded to text message. She lost her father and says she is unwell". She plans on attending soon."
1/13/2025		Re-Engagement	Student called back. He has lower back injury but did attend school today.
1/13/2025		Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025		Re-Engagement	Left a VM message asking him to return to class or call me to discuss his absences.
1/13/2025		Re-engagement	Sent re-engagement text message to student 1/13/25.
1/13/2025		Re-Engagement	Called and sent a text message to the student to re-engage. Student called back and says she plans to attend tomorrow and Thursday of this week. States her 5 year old was hospitalized for 5 days.
1/13/2025		Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025		Re-Engagement	I got in touch with the student for being absent for several days to check on her and encourage her to return to class. The student had surgery recently and will return to school after she is fully recovered.
1/13/2025		Re-Engagement	I got in touch with the student for being absent for several days to check on him and encourage his return to class. The student's car has been stolen so he doesn't have convenient transportation to come regularly to school.
1/13/2025		Re-engagement	Sent re-engagement text to student.
1/13/2025		Re-engagement	Student called back. She is interested in attending a closer location to her home and will call enrollment- provided with phone number.
1/13/2025		Re-Engagement	Sent re-engagement text to student 1/13/25.

1/13/2025	[redacted]	0	Re-Engagement	Student called back and said she will be in class tomorrow.
1/13/2025	[redacted]	0	Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025	[redacted]	3	Re-Engagement	Called and sent a text message to the student to re-engage. Voicemail not set up.
1/13/2025	[redacted]	3	Re-Engagement	Left message and sent text inviting her back to class.
1/13/2025	[redacted]	7	Re-Engagement	Left message and sent text inviting her back to class.
1/13/2025	[redacted]	9	Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025	[redacted]	7	Re-Engagement	Student states she has been waiting for a start date. I encouraged her to start tomorrow because we have her start date recorded as 11/28/24. She will attend school tomorrow.
1/13/2025	[redacted]	0	Re-Engagement	Student is enrolled in Truck Driving and just passed his class A written test. Student inquired about his scholarship check. The Foundation confirmed that the check is coming soon.
1/13/2025	[redacted]	9	Re-engagement	Sent re-engagement text to student 1/13/25.
1/13/2025	[redacted]	6	Re-engagement	Sent re-engagement text to student 1/13/25.
1/13/2025	[redacted]	3	Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025	[redacted]	4	Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025	[redacted]	1	Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025	[redacted]	9	Re-Engagement	Called and sent a text message to the student to re-engage.
1/13/2025	[redacted]	4	Re-Engagement	I got in touch with the student for being absent for several days to check on them and encourage their return to class. The student came into the class today and promised to come regularly.
1/14/2025	[redacted]	0	Re-Engagement	Made a re-engagement call. Left a VM
1/14/2025	[redacted]	2	Re-Engagement	Called student to re-engage. Student would like to transfer to CICA due to work schedule. Sent email to counselor to initiate transfer.
1/14/2025	[redacted]	1	Re-Engagement	Made a re-engagement call. Student was busy last week, but is hoping to return to class this week
1/14/2025	[redacted]	2	Re-Engagement	Made a re-engagement call. Student is working and is not able to attend classes now., but is hoping to return to class in the near future.
1/14/2025	[redacted]	0	Re-Engagement	Made a re-engagement call. Left a VM
1/14/2025	[redacted]	1	Re-Engagement	Made a re-engagement call. Student will return to class tomorrow
1/14/2025	[redacted]	3	Re-Engagement	Made a re-engagement call. Student is working as a truck driver. He is working 4 weeks and 1 week he is at home. He can attend classes only the week he is at home. He will be home for a week in February and that's when he'll return to class.
1/14/2025	[redacted]	7	Re-engagement	Bereavement break due to mother's just passed away.
1/14/2025	[redacted]	3	Re-Engagement	Made a re-engagement call. Student is out for work, will return to class in a week
1/14/2025	[redacted]	3	Re-Engagement	Called and spoke with the student. She said she would come to class tonight at 6:30.

1/14/2025	[redacted]	[redacted]	Re-Engagement	Left a message and a text asking the student to call me or come to class.
1/14/2025			Re-Engagement	Student reached out to inform us that she has moved out of town and has no plans to come back to Sacramento.
1/15/2025			Re-Engagement	The student is not interested anymore and will return the school technology (Phone) at their earliest convenience.
1/15/2025			Re-Engagement	Responded that he was still interested and asked for the address, but hasn't shown up for a week.
1/15/2025			Re-Engagement	No response since December, sent 2nd text.
1/15/2025			Re-engagement	Student started attending new class 1/15.
1/15/2025			Re-engagement	Attempt #1 Call and send text messages to support on their absences.
1/15/2025			Re-engagement	Per student request would like to be dis-enroll.
1/15/2025			Re-engagement	Attempt#1 Call and text student about her absences. Would like to know if needs support and anything we can help.
1/15/2025			Re-Engagement	The student was assigned to 33rd Street but is unable to get there due to lack of transportation. I contacted the SOR team to request a transfer to Center Parkway, which is closer to her home. The student has been placed on the waiting list for this transfer.
1/15/2025			Re-engagement	Attempt #1 Call and text students to re-engaged.
1/15/2025			Re-engagement	Student would like to be dis-enrolled due to busy working schedule.
1/16/2025			Re-engagement	I called the student, she replied that she couldn't talk at that moment, I will need to call her back in 1 hour.
1/16/2025			Re-engagement	I called the student, but he didn't pick up his phone. I will make a second attempt tomorrow.
1/16/2025			Re-engagement	The student is employed, and cannot attend school anymore. He wants to be disenrolled starting from 1/16/2025. He will return his chromebook to para at his location.
1/16/2025			Re-engagement	The student is employed now, so she can attend school. She wants to disenroll starting from 1/16/2025. The student will return 1 phone and 2 chromebooks.
1/16/2025			Re-Engagement	Always included in class text chain. No response. Emailed on 01/16/25.
1/16/2025			Re-Engagement	Spoke with [redacted]. She said she would come back tomorrow. I followed up with a text.
1/16/2025			Re-engagement	I tried to contact the student, but he didn't pick up his phone.
1/16/2025			Re-Engagement	Always included in class text chain. No response. Emailed on 01/16/25.
1/16/2025			Re-engagement	I called the student, he said that he will start attending classes starting from January 21st, 2025.
1/16/2025			Re-Engagement	I called to the student regarding her attendance, She has day care. she has a full time job she can not come to school either morning or afternoon.
1/16/2025			Re-Engagement	Called and spoke with [redacted]. She said she can't come in the day. She might be interested in night classes but has some questions. I told her I'd have someone call and answer all of her questions in her first language. Left a VM message and sent a text asking when the student would be returning to school.
1/16/2025			Re-Engagement	
1/16/2025			Re-engagement	Student comes to class everyday. Already confirmed with Ian Batstone for her attendance status.
1/16/2025			Re-engagement	Student are busy with work and family scheduled.
1/16/2025			Re-Engagement	Always included in class text chain. No response. Emailed on 01/16/25.

1/16/2025	[redacted]	Re-Engagement	Spoke to [redacted] He said he would be in class tomorrow.
1/16/2025	[redacted]	Re-Engagement	Spoke with [redacted]. He said he would return to class on Tuesday 1/21.
1/16/2025	[redacted]	Re-engagement	Student is busy with family and work schedule.
1/16/2025	[redacted]	Re-Engagement	Spoke to [redacted]. She said she would be back in class tomorrow.
1/16/2025	[redacted]	Re-Engagement	Left VM message and sent a text.
1/16/2025	[redacted]	Re-Engagement	Spoke to [redacted]. She said she would come back to class tomorrow.
1/17/2025	[redacted]	Re-Engagement	The student will be absent from class for a while as she is on maternity leave.
1/17/2025	[redacted]	Re-engagement	[redacted] has turned on no homework for the entire first semester this year (24-25). He has been spoken to in person, and called on the phone. He has been given multiple makeup assignments. He still turns in no work on paper, or online. --djh
1/17/2025	[redacted]	Re-engagement	Student left the Country for a family emergency. Will return to class next week on Tuesday 1/21.
1/17/2025	[redacted]	Re-engagement	The student was contacted, and he came back to class
1/17/2025	[redacted]	Re-engagement	I attempted to contact [redacted] today (1/17/25) via text message, but was unable to reach them. I encouraged them to attend next week and/or reach out to me for support.
1/17/2025	[redacted]	Re-engagement	She was not informed about her transfer to the site. I provided her with the necessary information, and she has since started attending classes.
1/17/2025	[redacted]	Re-engagement	I attempted to contact [redacted] today (1/17/25) via text message, but was unable to reach them. I encouraged them to attend next week and/or reach out to me for support.
1/17/2025	[redacted]	Re-Engagement	I sent [redacted] an email regarding his absences on 19/12 - 01/16. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/17/2025	[redacted]	Re-engagement	The student has a full-time job and mentioned that he is unlikely to return to class.
1/17/2025	[redacted]	Re-Engagement	I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
1/17/2025	[redacted]	Re-engagement	I made a re-engagement call, student is studying accounting at College, busy with training, can not attend school, asked for disenrollment. Request to enrollment team has been sent.
1/17/2025	[redacted]	Re-engagement	I attempted to contact [redacted] today (1/17/25) via text message, but was unable to reach them. I encouraged them to attend next week and/or reach out to me for support.
1/17/2025	[redacted]	Re-Engagement	I sent [redacted] an email regarding his absences on 11/04 - 01/16. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/17/2025	[redacted]	Re-Engagement	I sent [redacted] an email regarding his absences on 12/20 - 01/16. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/17/2025	[redacted]	Re-engagement	The student is currently busy with college but has expressed a willingness to return to class as soon as their schedule allows.
1/17/2025	[redacted]	Re-engagement	I just met with [redacted] about transferring to CICA. She has started a new job and cannot attend in-person classes at this time. She will met with her counselor on Tuesday 1/21/25
1/17/2025	[redacted]	Re-engagement	The student was unaware of the class start date for the new year in 2025, but I reached out to him, and he is now back in class.
1/17/2025	[redacted]	Re-Engagement	I sent the student a message encouraging her to attend the class since she missed the whole week.

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1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a message encouraging her to attend the class since she missed the whole week
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
1/17/2025	[redacted]	[redacted]	Re-engagement	The student will be able to come to AM class since he is working during the day. He is waiting for the PM class transfer.
1/17/2025	[redacted]	[redacted]	Re-engagement	I attempted to contact [redacted] today (1/17/25) via text message. [redacted] will be in next week to get back on track.
1/17/2025	[redacted]	[redacted]	Re-engagement	I reached out to student and she's back in class
1/17/2025	[redacted]	[redacted]	Re-engagement	I attempted to contact [redacted] today (1/17/25) via text message, but was unable to reach them. I encouraged them to attend next week and/or reach out to me for support.
1/17/2025	[redacted]	[redacted]	Re-engagement	I reached out to student, he's sick right now but expressed the willingness to be back in class as soon as possible
1/17/2025	[redacted]	[redacted]	Re-engagement	The student returned to class immediately after I reached out to her with a phone call.
1/17/2025	[redacted]	[redacted]	Re-Engagement	The student said that she didn't know that her name is already in the roster. She will come to school on Tuesday.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
1/17/2025	[redacted]	[redacted]	Re-engagement	I attempted to contact [redacted] today (1/17/25) via text message, but was unable to reach them. I encouraged them to attend next week and/or reach out to me for support.
1/17/2025	[redacted]	[redacted]	Re-engagement	The student has moved to another state, not a student of Highlands anymore
1/17/2025	[redacted]	[redacted]	Re-engagement	I attempted to contact [redacted] today (1/17/25) via text message, but was unable to reach them. I encouraged them to attend next week and/or reach out to me for support.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent [redacted] an email regarding his absences since September 2024. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/17/2025	[redacted]	[redacted]	Re-engagement	I attempted to contact [redacted] today (1/17/25) via text message, but was unable to reach them. I encouraged them to attend next week and/or reach out to me for support.
1/17/2025	[redacted]	[redacted]	Re-engagement	I made a re-engagement call, student plans to attend ARC, busy with training, can not attend school, asked for disenrollment. Request to enrollment team has been sent.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent [redacted] an email regarding his absences on 12/12 - 01/16. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/17/2025	[redacted]	[redacted]	Re-engagement	I put a voicemail and sent text for [redacted], [redacted] regarding their absences on (1/6-1/17). encouraged with more frequent attendance and offered assistance with scheduling or support needs. Both her direct phone number and emergency contact is out of order.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a message encouraging him to attend the class since he missed the whole week
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.

1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent [redacted] an email regarding his absences on 12/12 - 01/16. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent [redacted] an email regarding his absences on 10/24 - 01/16. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a message encouraging her to attend the class since she missed the whole week
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent [redacted] an email regarding her absences on 12/19 - 01/16. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent [redacted] an email regarding his absences on 10/13 - 01/16. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a message encouraging him to attend the class since she missed the whole week
1/17/2025	[redacted]	[redacted]	Re-engagement	I attempted to reach out to the student, but there was no response. Left a VM
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent [redacted] an email regarding his absences on 12/18 - 01/16. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/17/2025	[redacted]	[redacted]	Re-engagement	Student has full-time work and is willing to be back in class next week
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
1/17/2025	[redacted]	[redacted]	Re-engagement	Reached out to student, she is planning to be back in class by Wednesday
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a text message to let the student know she has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
1/17/2025	[redacted]	[redacted]	Re-Engagement	I sent the student a text message to let the student know he has been absent for more than 10 days and might be dropped from school. I also ask if the student needs any support to come back to class.
1/21/2025	[redacted]	[redacted]	Re-engagement	I reached out to the student, but they did not respond
1/21/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	[redacted]	Re-engagement	I reached out to the student, but they did not respond
1/21/2025	[redacted]	[redacted]	Re-engagement	I reached out to the student, but they did not respond
1/21/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	[redacted]	Re-engagement	I reached out to the student, but they did not respond

1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-engagement	I called [redacted] on 01/21/25 to ask her about her absences, but she didn't answer the phone. I sent her a text message on her school phone number.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-engagement	Transferred to CICA is completed . Student will receive a call from CICA for further instruction.
1/21/2025	[redacted]	Re-engagement	On January 21, 2025, I contacted [redacted] to inquire about his absence. He informed me that he is currently working but is available to come to school after 2:30 PM. Additionally, he confirmed that he will attend school tomorrow.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-engagement	On January 21, 2025, I contacted [redacted] to inquire about her absence. Her son answered the call and informed me that [redacted] is very ill and unable to attend school moving forward.
1/21/2025	[redacted]	Re-engagement	On January 21, 2025, I contacted [redacted] to inquire about her absence. Her husband answered the phone, and he told me now [redacted] feels better; she will attend school tomorrow.
1/21/2025	[redacted]	Re-engagement	Student attended class.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/21/2025	[redacted]	Re-Engagement	Student contacted about missing classes January 13-17, 2025.
1/22/2025	[redacted]	Re-Engagement	The student wants to be disenrolled.
1/22/2025	[redacted]	Re-Engagement	Spoke with student. He will return tomorrow.
1/22/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025	[redacted]	Re-Engagement	Student lives in Elk Grove and requested transfer to a nearby location.
1/22/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025	[redacted]	Re-Engagement	Student cannot attend school due to full time employment.
1/22/2025	[redacted]	Re-Engagement	The student will not attend the class anymore, since he got a job.
1/22/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025	[redacted]	Re-engagement	The student is requesting a LOA, she has informed me that she has heavy head aches and is in a process of curing. Plans to be back to school next Monday 01/27

1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Her son is very sick; after he recovers, she can come to class. 1/22/25
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	I called and texted him, but he has not responded yet. 1/22/25
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Left VM message.
1/22/2025		Re-engagement	I called to the student about her 5 days of skipping school but her voicemail is not set up yet.
1/22/2025		Re-Engagement	She works and can attend class on her days off. 1/22/25
1/22/2025		Re-Engagement	He works and can attend class on his days off. 1/22/25
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/22/2025		Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
1/23/2025		Re-Engagement	I called to the student ([redacted]) regarding to his attendance, the student did not answer, voice message left.
1/23/2025		Re-Engagement	Left VM message.
1/23/2025		Re-Engagement	Left VM message.

1/23/2025	[redacted]	[redacted]	Re-Engagement	Left VM message.
1/23/2025			Re-Engagement	The student is sick but will be back in class when she feels better.
1/23/2025			Re-Engagement	I called to the student regarding to his attendance, the student moved to Elk Grove. Elk grove location offered to the student.
1/23/2025			Re-Engagement	I called to the to the student regarding to her attendance, the student moved to Elk Grove. Transfer is done by Mustafa Noori.
1/23/2025			Re-Engagement	The student is sick and will return to class when she feels better.
1/23/2025			Re-Engagement	I called to the student ([redacted]) regarding her attendance, she did not answer the phone was not in services, Then I called to the Emergency contact. He did not answer voice message left.
1/23/2025			Re-Engagement	Left VM message.
1/23/2025			Re-Engagement	I called to the student [redacted], regarding to her attendance. The phone is not in service. I called to her husband he did not answer. Voice message left.
1/23/2025			re-engagement	Messaged student to encourage him to come to class and to inform him of the Job Fair today at Maple 2.
1/23/2025			Re-Engagement	I called to the student regarding to his attendance, he was sick. He is coming back to school today or tomorrow.
1/23/2025			Re-Engagement	The student is sick but will be back for class when he feels better.
1/23/2025			Re-Engagement	I called to the student regarding to his attendance,the student did not answer. Voice message left.
1/24/2025			Re-Engagement	I called the student as he was absent for 2 weeks. The phone is turned off. Left a VM
1/24/2025			Re-Engagement	Send the student a text reminder that she missed the whole week and encourage her to attend the class on Monday.
1/24/2025			Re-Engagement	I sent the student a text due to her lack of attendance this week and encouraged her to be in class on Monday.
1/24/2025			Re-engagement	We left a voice message and reminded the student to come to class.
1/24/2025			Re-engagement	The student wants to pass the level 3 exit test and transfer to CICA.
1/24/2025			Re-engagement	We called the student, but he did not answer.
1/24/2025			Re-Engagement	I called the student due to her lack of attendance and she said she had issues and will be attending school as of Monday.
1/24/2025			Re-Engagement	Made a re-engagement call. Student didn't answer, left a VM
1/24/2025			Re-Engagement	I emailed student regarding their recent absences from my class. I encouraged their return and more frequent attendance. I offered my assistance with any scheduling or student support needs.
1/24/2025			Re-engagement	The student has health problems. She wants to be a HCCS student.
1/24/2025			Re-Engagement	Made a re-engagement call. Student didn't answer, left a text message
1/24/2025			Re-Engagement	Made a re-engagement call. Student didn't answer. Sent a text message
1/24/2025			Re-Engagement	I sent her a text encouraging her to attend class due to her missing the whole week!
1/24/2025			Re-Engagement	I have been contacting students with texts and calls but I do not get an answerback.
1/24/2025			Re-Engagement	Called and texted the student but did not get an answer back.
1/24/2025			Re-engagement	We tried calling the student, but the student did not answer.
1/24/2025			Re-Engagement	The student said that she is going back to Vietnam. She will come back to class in May.

[redacted]	[redacted]		
1/24/2025		Re-Engagement	Made a re-engagement call. Student didn't answer, sent a text message
1/24/2025		Re-Engagement	Texted the student due to his lack of attendance and encouraged him to attend class more often.
1/24/2025		Re-engagement	We called the student. He told us that he is busy with work and college and cannot be a HCCS student anymore.
1/24/2025		Re-engagement	We called the student. He is busy working. He wants to be a HCCS student.
1/24/2025		Re-engagement	We called the student. She is working. She wants to attend school.
1/24/2025		Re-engagement	We called the student. He is working. He wants to transfer to PM classes.
1/24/2025		Re-engagement	We called the student. Her children were sick and now she is sick too. She is going to attend classes soon.
1/24/2025		Re-engagement	I called [redacted] on 01/24/25; she didn't answer the phone. I left a v/message.
1/24/2025		Re-Engagement	I texted student regarding their recent absences from my class. I encouraged their return and more frequent attendance. Student stated he's recovering from surgery. I encouraged him to notify counselor if medical leave of absence is required.
1/24/2025		Re-engagement	Student had a surgery and plans to be back to school in few weeks.
1/24/2025		Re-engagement	We called the student. He told us that he will attend school next week.
1/24/2025		Re-Engagement	Contacted student due to lack of attendance.
1/24/2025		Re-Engagement	Contacted student due to lack of attendance and encouraged him to attend class on Monday.
1/24/2025		Re-engagement	We called the student and reminded her to come to class. The student told us that she has a baby. She will try to come to class.
1/24/2025		Re-Engagement	I sent the student a text message regarding her absences. Encouraged more frequent attendance and offered assistance
1/24/2025		Re-engagement	I called [redacted] on 01/24/2025; he told me he was sick and he will come to school next week.
1/24/2025		Re-Engagement	Contacted student due to lack of attendance and encouraged him to attend class on Monday.
1/24/2025		Re-Engagement	Encouraged her to attend the class more often.
1/24/2025		Re-Engagement	Made a re-engagement call. Student is out for work. He will try to return to class, but is not sure when.
1/24/2025		Re-engagement	We called the student. She told us that she is expecting a baby and wants to be a HCCS student.
1/24/2025		Re-engagement	We called the student. The student is waiting to be transferred to Hillsdale for PM classes.
1/24/2025		Re-engagement	We called the student, but he did not answer.
1/24/2025		Re-Engagement	Sent a re-engagement text message
1/24/2025		Re-engagement	We called the student, but the phone number is no longer in service.
1/24/2025		Re-engagement	We called the student. He is working. He wants to attend school at HCCS.
1/24/2025		Re-Engagement	Contacted student due to the lack of attendance.
1/27/2025		Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025		Re-Engagement	Reached out to student. Their phone was switched off. Left VM.
1/27/2025		Re-Engagement	Contacted the student-will be returning to class starting 02/03
1/27/2025		Re-Engagement	Called the student- he will return to class as soon as possible

1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-engagement	Messaged student again to ask when she will come to class for her first day of attendance.
1/27/2025	[redacted]	Re-engagement	Student completed all academic credits and is waiting for CTE to start.
1/27/2025	[redacted]	Re-engagement	Messaged student to encourage her to attend class so I can assist her with the last 4 credits in WFR so she can begin a CTE program.
1/27/2025	[redacted]	Re-engagement	Student completed all academic credits and is waiting for CTE program to start.
1/27/2025	[redacted]	Re-engagement	I messaged student regarding their absences and encouraged more frequent attendance and offered my assistance with any scheduling or support needs.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Due to their work schedule, the student cannot attend class
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-engagement	Messaged student regarding their absences. I encouraged them to attend more frequently and offered my assistance with any scheduling or support needs. I asked if she needs to transfer to the PM program and if so, she can let me know so I can start the paperwork for that transfer.
1/27/2025	[redacted]	Re-engagement	Messaged student regarding her absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/27/2025	[redacted]	Re-Engagement	We were informed that the student requested to speak with their counselor. We attempted to call the student, but were unable to connect as the student hung up.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Contacted the student- did not pick up- left a TM
1/27/2025	[redacted]	Re-engagement	Student informed me that she was not able to come to class last week because she did not have money for gas for her car. I offered her bus passes but due to where she lives currently this is not a viable option for her. Asking SIT if we have gas cards for students.

1/27/2025	[redacted]	Re-engagement	Messaged student a total of 4 times to encourage her to attend class for her first day of in-person class. Student has not replied.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-engagement	Spoke to the student in-person today. He mentioned being very busy with work and personal issues. He hopes to attend more frequently after two weeks.
1/27/2025	[redacted]	Re-engagement	Messaged student to ask if he is still interested in completing his high school diploma.
1/27/2025	[redacted]	Re-engagement	Student replied that he does want to continue at Highlands, however he might want to transfer to the PM program. He will let me know. Also, he said he now has correct" transcripts from his country and I informed him that he needs to bring or email them to his counselor."
1/27/2025	[redacted]	Re-engagement	Messaged student (on 1/23/25) to inform him of the Job Fair and to encourage him to come to class. He informed me that he is experiencing health issues and he hopes to feel well enough to attend class this week.
1/27/2025	[redacted]	Re-engagement	Student informed me that she can only attend two days per week at this time (Mondays and Tuesdays).
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Called the student- will return on 1/28
1/27/2025	[redacted]	Re-Engagement	Left a message and let the student know that they need to come to class more frequently.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Reached out to the student. Phone was switched off. Left voice and text messages.
1/27/2025	[redacted]	Re-Engagement	Reached out to the student. Phone was switched off. LVM.
1/27/2025	[redacted]	Re-Engagement	Called the student- did not pick up- left a TM
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/27/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between January 21-27, 2025.
1/28/2025	[redacted]	Re-engagement	Has turned in no work this semester. The student mentioned that he is on a trip out of town, and will be back on January 31. He will do his best to come to class.
1/28/2025	[redacted]	Re-engagement	Student has turned in no classwork this semester. The phone number is out of the system.
1/28/2025	[redacted]	Re-Engagement	Student sent me a text saying she's working and can't come to class. I sent her the phone number to the school so she can ask about online classes.
1/28/2025	[redacted]	Re-engagement	Student has turned in no classwork this semester. The student did not pick up his phone.
1/28/2025	[redacted]	Re-engagement	Student has turned in no work this semester. Called. She was sick for a while and she is better now and she will attend soon.
1/28/2025	[redacted]	Re-engagement	Student has turned in no work this semester. The student mentioned that he is out of town and will be back on February 2nd. He will do his best to come to class.
1/28/2025	[redacted]	Re-engagement	Student has turned in no work since the beginning of the semester. Called. The student did not pick up his phone.
1/28/2025	[redacted]	Re-Engagement	I reached out to the student to check on her. She said she had a house fire. She will return next week.
1/28/2025	[redacted]	Re-Engagement	I called to the student regarding to his attendance, he was in another state. He initiated that he is going to come back to school.
1/28/2025	[redacted]	Re-engagement	Student has turned in no work since the beginning of the semester. Called. The student did not pick up his phone.

	[redacted]	[redacted]	
1/28/2025		Re-engagement	Student has turned in no work since the beginning of the semester. Called. The student moved and she already put her name for a different location to be transferred.
1/28/2025		Re-engagement	Student has turned in no classwork this semester. Called. The student had a transportation problem, and she will attend and turn in her homework as soon as she can.
1/28/2025		Re-engagement	Student has turned in no work this semester. Called. The student did not pick up her phone.
1/28/2025		Re-engagement	Student has turned in no work this semester. Called. The student moved and she already put her name for a different location to be transferred.
1/28/2025		Re-engagement	Student has turned in no homework this semester. Called. The student will bring his homework.
1/28/2025		Re-engagement	Student was called but they did not answer.
1/28/2025		Re-engagement	The student told us she could not attend school due to health problems. She will not be able to attend class for a few weeks, but she still wants to be a student at Highlands.
1/28/2025		Re-Engagement	Left another message and sent a text with hours and address.
1/28/2025		Re-Engagement	Left VM message.
1/28/2025		Re-Engagement	Number not in service.
1/28/2025		Re-engagement	Student has not turned in any class work this semester. Called. The student did not pick up her phone.
1/28/2025		Re-engagement	Student has not turned in any class work this semester. Called. The student did not pick up her phone.
1/29/2025		Re-Engagement	Student is working. She is coming in weekly for a debrief of what was learned in class along with some work.
1/29/2025		Re-Engagement	Talked in class. Student is coming in when she has access to transportation.
1/29/2025		Re-Engagement	Talked in class. Student comes to class when she has transportation. Public transport is difficult due to age.
1/29/2025		Re-Engagement	Talked in class. Student is working and attends when he is off work. PM offered -student would like to stay in this class.
1/29/2025		Re-Engagement	Talked in class. Student is working and comes to class before or after to attend or get a run down of the lessons.
1/29/2025		Re-Engagement	Student attends classes most of the time. Transportation is sometimes an issue. Informed about bus tickets.
1/29/2025		Re-Engagement	Student attends classes most of the time. Transportation is sometimes an issue. Informed about bus tickets.
1/29/2025		Re-engagement	I called to [redacted] regarding his absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. The student said that he is planning to come back to class tomorrow.
1/29/2025		Re-Engagement	Student is pregnant and needs to stay home for rest. Sometimes spouse comes and gets classwork and homework.
1/29/2025		Re-Engagement	Student is working. Attends when possible. PM classes offered, student would like to stay in the class.
1/29/2025		Re-engagement	Talked to the student regarding their absences. The student said that they are planning to come back to class tomorrow.
1/29/2025		Re-engagement	Talked to [redacted] regarding his absences. The student has decided not to return to class due to her work schedule. The student has given me permission to remove them from the student roster.
1/29/2025		Re-engagement	Talked to [redacted] regarding her absences. The student has decided not to return to class due to her work schedule. The student has given me permission to remove her from my student roster.
1/29/2025		Re-Engagement	Student is working. Attends when possible. PM classes offered, student would like to stay in the class.
1/29/2025		Re-Engagement	Student is working. Attends when possible. PM classes offered, student would like to stay in the class.

	[redacted]	[redacted]	
1/29/2025		e-engagement	Talked to [redacted] regarding her absences. She has decided not to return to class due to ongoing family circumstances. The student has given me permission to remove them from my student roster.
1/29/2025		e-engagement	I have tried to reach out to the student but their phone number appears to be no longer working, and I was unable to contact them.
1/29/2025		e-engagement	Sent student a text message regarding attendance. Offered support if needed.
1/29/2025		e-engagement	I have tried to reach out to the student but their phone number appears to be no longer working, and I was unable to contact them.
1/29/2025		e-Engagement	Student is working. Attends class a few times a week when possible.
1/29/2025		e-Engagement	Student was sick. She usually attends class. Will be back when better.
1/29/2025		e-engagement	Sent a text message to the student regarding attendance. Asked if there was any support the student needed to attend class more.
1/29/2025		e-engagement	The student was ill and unable to attend classes. She has now recovered and is attending class.
1/29/2025		e-Engagement	Talked in class. Student is working and attends when she is able to.
1/29/2025		e-Engagement	Student comes to class when she is able to and has transportation. Public transportation difficult due to age.
1/29/2025		e-Engagement	Student has small children and has them all day. When she is free she comes to class to get a rundown of the lesson and any classwork/homework needed.
1/29/2025		e-engagement	Talked to [redacted] regarding her absences. She has decided not to return to class due transportation issues.The student has given me permission to remove them from my student roster.
1/30/2025		e-Engagement	Spoke with student. He said he had a car accident and doesn't have a car right now. He said he will return when he gets another car.
1/30/2025		e-Engagement	The student is currently in Mexico. He will return to school in February, as mentioned in the previous Log Entry.
1/30/2025 ,		e-Engagement	I called the student regarding his absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/30/2025		e-Engagement	The student was called and informed about their poor attendance. The student said that They would come tomorrow.
1/30/2025		e-Engagement	The student was called three times; they didn't answer, but a message was left due to their poor attendance.
1/30/2025		e-Engagement	The student was called and informed about their poor attendance. The student said that They would come tomorrow.
1/30/2025		e-Engagement	The student was called and informed about their poor attendance. The student said that They would come tomorrow.
1/30/2025		e-Engagement	The student was called twice; they didn't answer, but a message was left due to their poor attendance.
1/30/2025		e-Engagement	The student was called and informed about their poor attendance. The student said that They would come when move back in sacramento.
1/30/2025		e-Engagement	The student was called and informed about their poor attendance. The student said that They would come on Friday, January, 31.
1/30/2025		e-Engagement	The student was called and informed about their poor attendance. The student said that They would come tomorrow.
1/30/2025		e-Engagement	The student was called and informed about their poor attendance. The student said that they would come in the class in two months.

1/30/2025	[redacted]	Re-Engagement	Left VM and sent text.
1/30/2025	[redacted]	Re-engagement	I reached out to the student about long time of absence at the school.The student didn`t pick up the phone. I sent a text message asking him to call me back.
1/30/2025	[redacted]	Re-Engagement	The student was called twice; they didn't answer, but a message was left due to their poor attendance.
1/30/2025	[redacted]	Re-Engagement	The student was called and informed about their poor attendance. The student said that They would come tomorrow.
1/30/2025	[redacted]	Re-Engagement	The student was called and informed about their poor attendance. The student said that they would come on February 5th.
1/30/2025	[redacted]	Re-Engagement	Left VM and sent text.
1/30/2025	[redacted]	Re-Engagement	The student was called and informed about their poor attendance. The student said that They would come to see the teacher and the student asked if it was possible to transfer them to a different location.
1/30/2025	[redacted]	Re-Engagement	I called the student regarding her absences but she didn't respond. I sent her a text message mentioning her attendance.
1/30/2025	[redacted]	Re-Engagement	Called to wish him a happy birthday and see if he's coming back to class. Left VM message and sent text.
1/30/2025	[redacted]	Re-Engagement	The student was called and informed about their poor attendance. The student said that They would come in a month.
1/30/2025	[redacted]	Re-Engagement	The student was called and informed about their poor attendance. The student said that They would come tomorrow.
1/30/2025	[redacted]	Re-engagement	The student requested if she could get a recommendation letter from school, and I advised her to request it from her teacher.
1/30/2025	[redacted]	Re-Engagement	I sent [redacted] an email regarding her absences on 01/13 - 01/30. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
1/30/2025	[redacted]	Re-Engagement	The student was called and informed about their poor attendance. The student said that They would come tomorrow.
1/30/2025	[redacted]	Re-Engagement	I left a voice message for the student about her 5 days of skipping school.
1/30/2025	[redacted]	Re-Engagement	The student was called, but their phone was no longer in service.
1/30/2025	[redacted]	Re-Engagement	I left a voice message about her five days of skipping school.
1/30/2025	[redacted]	Re-Engagement	The student was called and informed about their poor attendance. The student said that They would come tomorrow.
1/30/2025	[redacted]	Re-Engagement	The student was called and informed about their poor attendance. The student said that They would come on February 5th.
1/31/2025	[redacted]	Re-Engagement	Number not in service
1/31/2025	[redacted]	Re-engagement	I called [redacted] on 01/31/2025; he told me his child was sick and he would come to school in the coming week.
1/31/2025	[redacted]	Re-engagement	Called the student regarding his attendance. The student informed me that he got a job on November 12, 2024. He wanted to emphasize that it was not only his big achievement, but also our school's achievement: he is very thankful to Highlands for giving him the opportunity to learn the language so he eventually got a job. The student doesn't want to leave school, but works full time. Advised emailing the counselor and consider other options such as PM classes or CICA.

[redacted]	[redacted]		
1/31/2025		Re-Engagement	I called the student and left her a Voicemail encouraging her to attend class.
1/31/2025		Re-Engagement	Left VM message.
1/31/2025		Re-engagement	I called her on 01/31/2025 to ask her about her absence, but she didn't answer the phone I send her a text message.
1/31/2025		Re-Engagement	Tried to contact the student due to lack of attendance and was unable to reach her.
1/31/2025		Re-engagement	Called the student regarding her attendance. The student said her family and she were extremely sick. She barely could do any daily things. She plans to come back once she feels better. Advised student to stay in contact with her counselor in case of her further absences.
1/31/2025		Re-Engagement	I was unable to reach the student to left her a VM encouraging her to attend school.
1/31/2025		Re-engagement	Called the student regarding his attendance. The student didn't accept the call. Left a VM.
1/31/2025		Re-Engagement	I called [redacted] regardingher 5 absences. She works everyday and she can not attend the school.
1/31/2025		Re-engagement	Phone number is no longer in service or changed.
1/31/2025		Re-Engagement	I called [redacted] regarding 5 absences. He wants to go to school but he works in another state. He will be there for several weeks.
1/31/2025		Re-engagement	Called the student regarding their attendance. The student promised to come back on Monday.
1/31/2025		Re-engagement	Phone number is not in service, wasn't able to leave a VM.
1/31/2025		Re-engagement	The student was absent for a long time. After another re-engagement call, student expressed their willingness to return to school on Monday, 2/03/2025
1/31/2025		Re-engagement	Contacted the student, there was no answer. Left the VM.
1/31/2025		Re-engagement	Student was out of town and was sure she is already transferred out from the school. I called her and encouraged to come back to school. She is planning to be back on Monday 2/3/2025
1/31/2025		Re-Engagement	I called the students and she is going to return back to class by next week.
1/31/2025		Re-Engagement	I tried to call the student but I was unable to reach her so left her a VM encouraging her to attend school.
1/31/2025		Re-Engagement	I called the student and her kid picked up the phone so I asked her to let her mom know if she could attend class on Monday.
1/31/2025		Re-engagement	The student has started college and will not be returning to school.
1/31/2025		Re-engagement	I called her on January 31, 2025, to inquire about her absence. She informed me that she had moved to a new location. She stated that if there is a school closer to her new home, she would be willing to attend. This is her new location 3300 Lincoln Blvd, Oroville CA, 95966
1/31/2025		Re-Engagement	I called and student said he will be in class on Monday
1/31/2025		Re-engagement	[redacted] called [redacted] on 01/31/2025 to ask her if she preferred to come in the morning or evening, but she didn't answer the phone, so she sent her a text message.
1/31/2025		Re-engagement	The student had personal problems to resolve and is ready to return to school sometime next week (2/3/2025)
1/31/2025		Re-engagement	I called him on January 31, 2025, to inquire about his absence. He informed me that he was, and on the coming Monday he will come to school.
1/31/2025		Re-Engagement	Spoke with student. She said she would be back on Monday.
1/31/2025		Re-Engagement	Left another VM message. 4th attempt.

[redacted]	[redacted]		
1/31/2025		Re-Engagement	The student said he will be in class on Monday.
1/31/2025		Re-engagement	CASAS and orientation completed
1/31/2025		Re-Engagement	Spoke with student. He said he will return on Monday.
1/31/2025		Re-engagement	I called her about her absence; she didn't answer the phone. I left a text message.
1/31/2025		Re-engagement	Talked to [redacted]. She has been facing a difficult situation as her mother is currently ill and in the hospital in San Francisco. The student mentioned that she will do her best to improve her attendance and stay more consistent moving forward.
1/31/2025		Re-Engagement	Student said he will try to attend next week if not its ok if he gets dropped out.
1/31/2025		Re-Engagement	I spoke with [redacted]. He said he found a job and will not be coming to class. I asked him if we should remove him from the roster, and he said yes.
1/31/2025		Re-engagement	I called him about his absence; he didn't answer the phone. I left a text message.
1/31/2025		Re-engagement	CASAS and orientation completed.
1/31/2025		re-engagement	I called the student regarding thier absences/low attendance on 1/28/25. Encouraged more frequent attendance and offered support with rescheduling or any other support needed.
1/31/2025		Re-Engagement	I called the student and was unable to reach him so I left a VM encouraging him to attend class.
2/3/2025		Re-Engagement	According to the sibling (emergency contact), the student had a family emergency and had to go to home country for two months.
2/3/2025		Re-engagement	Student is going to take some time off from classes. Going through family situations and work schedule is hectic. Will let us know when she plans to return.
2/3/2025		Re-Engagement	The student returned to class after receiving the voicemail. They attended class in person today, signed their attendance, and pledged to improve their attendance.
2/3/2025		Re-Engagement	Returning phone call. No answer, was unable to leave a VM, so sent a TM.
2/3/2025		Re-Engagement	I called to the student regarding to her attendance, she has problem to come before 9:30 AM due to changing her children's school hours. She said she is going to come after 9:30.
2/3/2025		Re-Engagement	I called to the student regarding to her attendance, she didn't answer the phone. Voice message left.
2/3/2025		Re-Engagement	The student has been hospitalized and will not be able to attend class for several days due to surgery.
2/3/2025		Re-Engagement	I called to the student regarding to her attendance, she did not answer the phone voice message left.
2/3/2025		Re-Engagement	I called to the student regarding to her attendance, she did not answer the phone. voice message left.
2/3/2025		Re-Engagement	I called to the student regarding to her attendance, she got an accident in another city, her husband injured. They are doing the insurance process and they were at the hospital. she said that she is going to come back in a few days.
2/3/2025		Re-Engagement	I called to the student regarding to her attendance she didn't answer the phone, voice message left.
2/3/2025		Re-engagement	Contacted student and she is currently working a lot of hours. Will let me know soon if she plans to continue with classes. I told her to call school office with any updates as well.
2/3/2025		re-engagement	[redacted] would like to start the class. She was on maternity leave.

[redacted]	[redacted]		
2/3/2025		e-Engagement	Student reached out to inquire about transferring to CICA and continuing her studies from Los Angeles. She also asked if a laptop could be shipped to a P.O. Box. Von said he would follow up on this request.
2/3/2025		e-engagement	The student has expressed that he would like to attend PM classes because he has a busy schedule during the day. He does not have a preference; he can attend PM classes at Grand, Hillsdale, College Oak, or Edison.
2/4/2025		e-engagement	Left student a message about coming back to school.
2/4/2025		e-engagement	Called student and is excited to come back to class.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-engagement	I called the student regarding thier absences/low attendance on 2/3/25. Encouraged more frequent attendance and offered support with rescheduling or any other support needed.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-engagement	Called the student, was directed to voicemail. Left a voice message and also sent her a text message asking if she planned to resume her classes. She has been absent since the Fall 2024.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-Engagement	The student' phone is disconnected and no longer in a service.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025		e-engagement	We called the student. She told us that she was busy taking care of a family member. But she said that she would try to attend class more often.
2/4/2025		e-Engagement	Student contacted about missing 5 classes in a row between January 28-February3, 2025.

[redacted]	[redacted]	[redacted]	Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025	[redacted]	Re-Engagement	
			Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025	[redacted]	Re-Engagement	
			Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025	[redacted]	Re-Engagement	
2/4/2025	[redacted]	Re-engagement	The student came to class and told us that he was busy because he found a job. He told us to drop him.
2/4/2025	[redacted]	Re-Engagement	I left voice message about her five days of absence.
			Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025	[redacted]	Re-Engagement	
			Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025	[redacted]	Re-Engagement	
			Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025	[redacted]	Re-Engagement	
			Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025	[redacted]	Re-Engagement	
			Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025	[redacted]	Re-Engagement	
2/4/2025	[redacted]	Re-Engagement	I spoke with the student and reminded her of the rules regarding five-day absence. She is aware.
2/4/2025	[redacted]	Re-Engagement	I spoke with the student and reminded her of the rules regarding five-day absence. She is aware.
2/4/2025	[redacted]	Re-Engagement	I left a voice message about her five days of skipping school.
			Student contacted about missing 5 classes in a row between January 28-February3, 2025.
2/4/2025	[redacted]	Re-Engagement	
2/5/2025	[redacted]	Re-Engagement	Only 1 visit to class in the past month. Informed him of the times of my advanced levels.
2/5/2025	[redacted]	Re-Engagement	Left VM and sent text.
2/5/2025	[redacted]	Re-Engagement	I called [redacted], regarding her absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. She said my baby is sick and would try her best to attend class next week on Monday.
2/5/2025	[redacted]	Re-Engagement	I think she went to Vietnam. Texted to check on return date.
2/5/2025	[redacted]	Re-engagement	Student said she only be absent for about 10 days to go to Vietnam. Student hasn't return to class yet.
2/5/2025	[redacted]	Re-engagement	The student wants to be transferred online due to the lack of the school close the place of his residence. The request has been made.
2/5/2025	[redacted]	Re-Engagement	Responded. Jan. 15th. Said she can't come to class because time doesn't allow. Will try to unenroll.
2/5/2025	[redacted]	Re-Engagement	Texted to see if she's coming back. Haven't seen her for a month.
2/5/2025	[redacted]	Re-Engagement	
2/5/2025	[redacted]	Re-Engagement	Called the student. She said she has been sick, but she will try to come tomorrow for the casas test.

2/5/2025	[redacted]	[redacted]	Re-engagement	Student showed up after re-engagement phone call. She was upset and claimed that she was not a level 2 student because she had passed the level 2 exit test with Lara Alshami. She also told me that she can't come to class because of her personal situation. She stated that she only comes to sign. I explained her that I am unable to level her up based on her statement, and that she would have to pass the current Level 2 exit test. I checked with Lara, and she confirmed that [redacted] completed part of the exit test back in 2023, but never passed.
2/5/2025			Re-Engagement	I called [redacted], regarding her absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. She said I'm busy with my job schedule and would try to come to class regularly.
2/5/2025			Re-Engagement	I called [redacted]n, regarding her absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. She said I moved to Elk Grove and Marconi is far for her, she wants to transfer to a location close to her address, but until then, she would try her best to attend her class at Marconi.
2/5/2025			Re-Engagement	I called the student regarding his absences and asked him about his schedule. He enrolled in two rosters AM and PM, but the student didn't respond and I left a text message and offered assistance with any scheduling or support needs.
2/5/2025			Re-Engagement	Called and sent text.
2/5/2025			Re-engagement	The student would like to withdraw from the class because he is employed full time and is not able to attend the class. The request has been made.
2/5/2025			Re-engagement	The student would like to drop from the class due to a new born baby and inability to attend the class. The request to enrollment team has been made.
2/5/2025			Re-Engagement	He mentioned that he is heading to his country. From February 5 until March 5th. He will return to school.
2/5/2025			Re-Engagement	Texted to see if he's coming back. Haven't seen him for over a month.
2/5/2025			Re-Engagement	Texted to see if she's returning. Haven't seen her in over a month.
2/5/2025			Re-Engagement	She sent me a text to tell me she couldn't come last week, and will be out of town this week.
2/5/2025			Re-engagement	Student can't come to class due to busy working schedule.
2/5/2025			Re-Engagement	2nd text. No response.
2/5/2025			Re-engagement	Student never respond.phone or text message.
2/5/2025			Re-Engagement	Sent 2nd text. No response yet. Have not seen her in class, ever. Last contact was 10-30-24, where she said she had to leave for her kids and citizenship class.
2/5/2025			Re-Engagement	2nd Text. No response.
2/5/2025			Re-Engagement	Sent 2nd text. No response.
2/5/2025			Re-Engagement	3rd outreach since 11-19-24. Still no response.
2/5/2025			Re-Engagement	Texted to see how she was. My students have lost contact with her. She may be in the hospital.
2/5/2025			Re-Engagement	Sent text. Last time I heard from her was Dec. 4th 2024
2/5/2025			Re-Engagement	Sent 2nd text. Warned of disenrollment.
2/5/2025			Re-Engagement	Sent text asking him to return to class. Last week when I spoke with him he said he would bed back the following day, but he didn't show up.

2/5/2025	[redacted]	e-Engagement	Called and sent text.
2/5/2025	[redacted]	e-Engagement	Called and sent text.
2/5/2025	[redacted]	e-Engagement	Called and sent text.
2/5/2025	[redacted]	e-Engagement	Sent 2nd text. No response yet. Have not seen since 11/5/24.
2/5/2025	[redacted]	e-Engagement	She sent a text on 12/17 that said her job had changed, so she can't come to class.
2/5/2025	[redacted]	e-Engagement	Sent text wondering if she's coming back to class.
2/5/2025	[redacted]	e-Engagement	Sent 2nd text. Last day was 11/6/24
2/5/2025	[redacted]	e-Engagement	Texted for Re-Engagement
2/5/2025	[redacted]	e-Engagement	Left message and sent text.
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	I was trying to reach out to a student. He did not answer, and was sent to a VM system. Left a VM
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	The student was contacted concerning their attendance and indicated that they will resume participation in class next week.
2/6/2025	[redacted]	e-Engagement	The student was contacted concerning their attendance and indicated that they will resume participation in class next week.
2/6/2025	[redacted]	e-Engagement	I tried to reach out to a student but she did not answer, so I left a VM
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	I spoke with the student in person regarding their attendance. They indicated that they are currently employed and plan to return to class later this week.
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	A student cannot attend classes because the location is too far. I submitted a request to transfer him from Howe to Folsom
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	A student works and is not interested in attending school
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	e-Engagement	I called to a student about his attendance. He said he had a leg injury. He also sent a document from the hospital. I forwarded this document to a teacher Kindelt Justin

[redacted]

2/6/2025	Re-engagement	The student notified us about his leg injury and is unable to attend school for some time.
2/6/2025	Re-Engagement	A student did not answer, but I previously talked to her husband, he has a leg injury and she is taking care of him
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-engagement	Called and sent text message
2/6/2025	Re-engagement	left voicemail and text message
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	I contacted the student regarding his absence from class. He mentioned he was experiencing severe back pain, which prevented him from attending. However, he stated that he is feeling better now and plans to return to class soon.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	The student was sick. She promised to return to school.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	The student was sick and promised to come from the next week.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	The student was involved in a car accident and currently doesn't have a car, making it difficult to commute on foot. She is working on purchasing a car soon to be able to attend class
2/6/2025	Re-Engagement	The student was contacted regarding their attendance and indicated that they would return to class this week.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	The student promised to come.
2/6/2025	Re-Engagement	The student was contacted regarding their attendance. They indicated that they have begun attending classes at college and will no longer be participating at Highlands.
2/6/2025	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	Re-Engagement	The student is unreachable.

2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	I called the student and encouraged her to attend class. However, she explained that she is unable to attend due to the long commute from her residence.
2/6/2025	[redacted]	[redacted]	Re-Engagement	The student was contacted concerning their attendance and indicated that they will resume participation in class this week.
2/6/2025	[redacted]	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I have sent a text message explaining the reason for my call and have requested that they return to class or reach out to us if they have any questions.
2/6/2025	[redacted]	[redacted]	Re-Engagement	A student is working and no longer interested in studying at Highland
2/6/2025	[redacted]	[redacted]	Re-Engagement	I called a student and encouraged to come back to classes. He also wanted to transfer to Folsom location from Edison location because it is closer so I sent a request on his behalf
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	The student wants to be disenrolled and promised to return the devices. I emailed SOR Team about that.
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	I tried to reach out to a student, he does not answer, no Vm box is set
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	The student has already started attending the classes
2/6/2025	[redacted]	[redacted]	Re-Engagement	Texted the student.
2/6/2025	[redacted]	[redacted]	Re-Engagement	A student wants to return to school and already started attending on 2/5/2025
2/6/2025	[redacted]	[redacted]	Re-Engagement	I called a student and encouraged her to attend classes. She promised to return to school
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	The student was contacted regarding their attendance and mentioned that they would return to class this week.
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	The student promised to come.
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	A student is a truck driver, so he is unable to attend classes currently. He might transfer to CICA, but he wants to take time and think about it
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	[redacted]	Re-Engagement	The student was contacted concerning their attendance and indicated that they would return to class as soon as possible.
2/6/2025	[redacted]	[redacted]	Re-engagement	I tried to reach out to a student, but the number is unreachable.
2/6/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student. Texted as well.

2/6/2025	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	Re-Engagement	I tried to reach out to a student. no answer, I left a VM
2/6/2025	[redacted]	Re-Engagement	I tried to make a call concerning the student's absences but she did not answer my call. Left a VM
2/6/2025	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	Re-Engagement	I encouraged a student to return to school. She promised to come asap
2/6/2025	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail outlining the reason for my call and requested that they return to class or reach out to me if they have any questions.
2/6/2025	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	Re-Engagement	I called a student to encourage him to return to classes. He works and also moved recently. He might consider transferring to another location
2/6/2025	[redacted]	Re-Engagement	The student was contacted regarding their attendance and indicated that they have secured a full-time job and have begun taking classes at another institution. Therefore, they will no longer be attending Highlands.
2/6/2025	[redacted]	Re-engagement	Called and sent text message
2/6/2025	[redacted]	Re-Engagement	I contacted a student and encouraged him to return to school. He promised to start attending asap
2/6/2025	[redacted]	Re-Engagement	I tried to reach out to a student, but there was no answer, left a VM
2/6/2025	[redacted]	Re-Engagement	The student is unreachable.
2/6/2025	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	Re-Engagement	I contacted the student about her absence and informed her of the potential consequences. She explained that she was sick but assured me she would attend class moving forward.
2/6/2025	[redacted]	Re-engagement	left voicemail and text message
2/6/2025	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	Re-Engagement	I tried to reach out to a student, no answer, left a VM
2/6/2025	[redacted]	Re-Engagement	I contacted the student about his absence and informed him of the potential consequences. He explained that he had traveled to New York and was busy, but he assured me to attend class moving forward.
2/6/2025	[redacted]	Re-engagement	Will return to class on February 11
2/6/2025	[redacted]	Re-Engagement	Reached out to the student. Texted as well.
2/6/2025	[redacted]	Re-Engagement	A student studies at college and does not want to return to school

2/6/2025	[redacted]	Re-Engagement	A student works and recently has his schedule changed, so he won't be able to attend classes
2/6/2025		Re-Engagement	The phone number is not in service, cannot reach out to a student
2/6/2025		Re-Engagement	I encoreged the student to attend the classes while waiting for a spot at Folsom location.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Emailed SOR team to disenroll the student.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	The student returned my call and indicated that their absence was due to the difficulty of the course. They have requested to be transferred to a lower level. I have sent an email to their teacher and counselor to discuss possible solutions and to facilitate the transfer to a more suitable level.
2/6/2025		Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail outlining the reason for my call and requested that they return to class or reach out to me if they have any questions.
2/6/2025		Re-Engagement	A number is not in service, I cannot reach out to a student
2/6/2025		Re-Engagement	A student works and cannot attend school any longer
2/6/2025		Re-Engagement	I tried to reach out to a student but she did not answer. Her husband mentioned that they are not going to attend school any longer
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	The student was contacted regarding their attendance. The student indicated that they have started taking classes at a college and will no longer be attending Highlands.
2/6/2025		Re-Engagement	A student has a job and cannot attend school
2/6/2025		Re-Engagement	I tried to reach out to a student, no answer, left a VM
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well. The student wants to transfer to CICA
2/6/2025		Re-Engagement	Reached out to the student. Texted as well. The student wants to transfer to CICA
2/6/2025		Re-Engagement	A student moved to NY, unable to attend school any longer
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	A student is on maternity leave, gave birth recently. She has the documentation for that. I also encouraged them to talk to a teacher (she did before the leave)
2/6/2025		Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail outlining the reason for my call and requested that they return to class or contact me if they have any questions.
2/6/2025		Re-Engagement	The student is on maternity leave, with her expected delivery date in 7 days. her husband told me that she had already informed the school about her issue. She is determined to return to school as soon as she is ready.

2/6/2025	[redacted]	Re-Engagement	The student was contacted regarding their attendance. They indicated that they had encountered an issue with their childcare arrangements, which has now been resolved. Therefore, they will be attending classes regularly moving forward.
2/6/2025		Re-engagement	Called and sent text message
2/6/2025		Re-Engagement	I contacted the student regarding his absence and informed him of the potential consequences. He explained that he had moved to a new address and got busy, but he has pledged to attend class moving forward.
2/6/2025		Re-Engagement	I contacted the student regarding her absence from class and informed her of the potential consequences. She assured me that she will attend moving forward and continue her studies
2/6/2025		Re-Engagement	I contacted the student regarding his absence from class. He explained that he was absent due to his wife's pregnancy and the birth of their newborn. He has pledged to return to class.
2/6/2025		Re-Engagement	I contacted the student regarding his absence, but his phone was turned off, so I called his brother, and he explained that the student traveled abroad and would return on 02/25/2025. He assured me that his brother was committed to continuing his studies and forgot to inform his teacher before leaving.
2/6/2025		Re-Engagement	I tried to reach out to a student, but she did not answer, and a VM box is not set up
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	I contacted the student regarding her absence and informed her of the potential consequences. The student explained to me that her husband had a heart attack, she was providing care for him and promised to return.
2/6/2025		Re-Engagement	The student got a job, and he is unable to continue his studies.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	The student was contacted concerning their attendance and indicated that they will resume participation in class this week.
2/6/2025		Re-Engagement	I called the student regarding his absence from class and informed him of the potential consequences. He assured me that he would return to the class.
2/6/2025		Re-Engagement	A student is not interested in attending a school anymore
2/6/2025		Re-Engagement	A student gave me a callback.He said that he was very sick and now he is ready to return to school
2/6/2025		Re-Engagement	I tried to reach out to a student, but the number is wrong. A woman on the phone gave me another number, but nobody answered yet [redacted]
2/6/2025		Re-Engagement	I emailed the registration team to help me with a number change in PowerSchool
2/6/2025		Re-Engagement	I cannot reach out to a student because there is a wrong phone number
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	The student was contacted concerning their attendance and indicated that they will soon resume participation in classes again.
2/6/2025		Re-Engagement	The student promised to come.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.

[redacted]			
2/6/2025		Re-Engagement	I tried to reach out to a student, but she did not answer, and a VM box was full
2/6/2025		Re-Engagement	I tried to reach out to a student but she does not answer and VM is not set up
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	The student was contacted about their attendance and mentioned that they have moved out of state and won't be coming back to school.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	I called a student to encourage attending school. She promised to come back to classes
2/6/2025		Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail outlining the reason for my call and requested that they return to class or contact me if they have any questions.
2/6/2025		Re-Engagement	I called a student about the attendance, but she does not want to continue attending school
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	The student was contacted concerning their attendance. They indicated that they have relocated out of state and will no longer be attending.
2/6/2025		Re-Engagement	The student was contacted regarding their attendance. They stated that they have secured a full-time job and, at this time, are unable to attend. They indicated that they would return if their schedule permits.
2/6/2025		Re-Engagement	A student has some issues and might go back to Ukraine. She does not want to attend school any longer and will bring a phone back
2/6/2025		Re-Engagement	I reach out to a student to encourage attending classes. She promised to return
2/6/2025		Re-Engagement	The student wants to transfer to CICA. He is level 4. He said that he has already been placed on a WL but I do not see any log entries regarding that. I emailed SOR team and asked to reach out to the student.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	I called the student regarding his absence from class and informed him of the potential consequences. He assured me that he would return to the class soon.
2/6/2025		Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail outlining the reason for my call and requested that they return to class or reach out to me if they have any questions.
2/6/2025		Re-Engagement	I tried to reach out to a student, but he did not answer. I left a VM
2/6/2025		Re-Engagement	The student has moved to another state. She cannot attend school any longer
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.

[redacted]			
2/6/2025		Re-engagement	Called and sent text message
2/6/2025		Re-Engagement	I tried to reach out to a student, no answer, left VM
2/6/2025		Re-Engagement	A student has some leg issues and wishes to transfer to CICA instead of Highland and continue his study.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	Reached out to the student. Texted as well.
2/6/2025		Re-Engagement	I was unable to contact the student regarding their attendance. I send a text message outlining the reason for my call and requested that they return to class or reach out to me if they have any questions.
2/7/2025		Re-Engagement	I called the student regarding her absence from class. She explained that she was unable to attend due to the long distance and had requested a transfer to the Marconi location. She is waiting for a spot to become available and has already discussed this with her teacher.
2/7/2025		Re-Engagement	I contacted the student regarding his absence and informed him of the potential consequences. He explained that he got a new job and could not attend his class. However, he mentioned that he requested a transfer to the PM class and was placed on the waitlist. The student is eager to continue his studies as soon as a spot becomes available in the afternoon.
2/7/2025		Re-Engagement	Student came back to class 2/6/25
2/7/2025		Re-Engagement	I called the student regarding her absence. However, she did not answer my calls after multiple attempts. I left her a voicemail and encouraged her to attend her class to avoid being dropped from her class.
2/7/2025		Re-engagement	She didn't answer the phone and sent her a text message.
2/7/2025		Re-Engagement	I contacted the student regarding his absence and informed him of the potential consequences. He explained that he was sick and unable to attend. However, he mentioned that he is feeling better now and assured me that he will attend class starting on 02/10/2025.
2/7/2025		Re-Engagement	The student asked to be disenrolled. Also promised to return all the devices ASAP.
2/7/2025		Re-Engagement	Student came back to class 2/7/25. She mentioned only coming once a week.
2/7/2025		Re-Engagement	Has been contact, but had to leave message. Student didn't answer.
2/7/2025		Re-Engagement	Student came back to class 2/6/25. Called 2/7/25, but left a message because student didn't respond
2/7/2025		Re-Engagement	2-nd attempt to reach out to a student, no success
2/7/2025		Re-engagement	Messaged student regarding any support needed and/or concerns. Reminded student about attendance rules.
2/7/2025		Re-Engagement	She thought she was already disenrolled. She will return to class.
2/7/2025		Re-Engagement	An attempt to reach out to a student. The number is not in service

2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they currently have problems with transportation and that is why they are not able to attend classes, but would like to continue studying.
2/7/2025	[redacted]	[redacted]	Re-Engagement	The student has begun college and is no longer able to continue her studies with the Highlands.
2/7/2025	[redacted]	[redacted]	Re-Engagement	Student has come back to class the week of 2/3/25.
2/7/2025	[redacted]	[redacted]	Re-Engagement	Student came back the week of 2/3/25
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they have transportation issues, she is preparing for her driving test, once she passes her exam she will return to school
2/7/2025	[redacted]	[redacted]	Re-Engagement	Student has been to class since week of 1/20/25
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student i moving from Sacramento and is not going to attend school anymore, asked for disenrollment
2/7/2025	[redacted]	[redacted]	Re-Engagement	Came back to class near the end of January
2/7/2025	[redacted]	[redacted]	Re-Engagement	Student came back to class 2/7/25
2/7/2025	[redacted]	[redacted]	Re-Engagement	Student came back to class near the end of January
2/7/2025	[redacted]	[redacted]	Re-Engagement	Student came back to class 2/7/25
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student, but they didn't answer. I left a message.
2/7/2025	[redacted]	[redacted]	Re-Engagement	No longer in the USA
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student, but they didn't answer. I left a message.
2/7/2025	[redacted]	[redacted]	Re-Engagement	Student has attended class since January 2025
2/7/2025	[redacted]	[redacted]	Re-Engagement	Student has attended class since the end of January 2025
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they are not able to attend in-person classes due to a workload, would consider transfer to CICA
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student about their attendance, student said that they have already returned devices and asked for disenrollment
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they are seriously ill and recently had several surgeries, they are not able to attend classes at this time, requested LOA.

2/7/2025	[redacted]	[redacted]	e-Engagement	I made a follow-up call regarding the attendance. Also encouraged a student to continue going to the old location until transfer is approved
2/7/2025			e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
2/7/2025			e-Engagement	The student forwarded my call to voicemail. I detailed VM was left in regards to the attendance and risk of being dropped.
2/7/2025			e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will not continue studying and asked to be disenrolled
2/7/2025			e-Engagement	A student works and cannot attend school currently. He might consider returning back in future
2/7/2025			e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes next week. Requested transfer to Folsom
2/7/2025			e-engagement	Messaged student regarding any support needed and/or concerns. Reminded student about attendance policy.
2/7/2025			e-Engagement	The student promised to come. She was confused with her new English level if she still needs to study in-person. I asked the student to come to the teacher and talk about that. I also informed the student's new teacher name and classroom.
2/7/2025			e-Engagement	No answer. A detailed VM was left
2/7/2025			e-Engagement	I called the student multiple times regarding her absence, but her phone was turned off, and there was no voicemail set up to leave a message.
2/7/2025			e-Engagement	I contacted the student regarding her absence and informed her of the potential consequences. She explained that she was sick and was unable to attend. However, she mentioned that she is feeling better now and assured me that she will attend class starting on 02/10/2025.
2/7/2025			e-Engagement	The student recently had a newborn and is currently taking care of her baby. She assured me that she would return soon.
2/7/2025			e-Engagement	The student was sick due to asthma but pledged to return to the class on 02/10/2025.
2/7/2025			e-Engagement	I was unable to contact the student regarding their attendance. Their voicemail was not set up, so I sent a text outlining the reason for my call and requesting that they return to class or reach out to me if they have any questions.
2/7/2025			e-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, sent text, left VM
2/7/2025			e-engagement	Messaged student regarding any support needed and/or concerns. Reminded student about attendance policy.
2/7/2025			e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student told that they are not able to attend classes due to family issues, asked to be disenrolled
2/7/2025			e-Engagement	I student promised to return to classes. I encouraged him to start attending again asap
2/7/2025			e-Engagement	Reached out to student regarding re-enrolling to complete last 12 credits. Left message.
2/7/2025			e-Engagement	I contacted the student regarding his absence and informed him of the potential consequences. He explained that he recently moved to Modesto, CA, and he is unable to attend due to the long distance. I advised him to return the school-issued smartphone, and he agreed to do so. I also sent him the address of Grand Avenue for returning the phone.
2/7/2025			e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Due to a work schedule student is not able to attend classes, please disenroll

2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend classes due to work schedule, asked for disenrollment
2/7/2025	[redacted]	[redacted]	Re-Engagement	I contacted the student regarding his absence. He explained that, despite attending the class for a few weeks, his teacher informed him that there was no spot available. He plans to return if a spot opens up. I advised the student to return to his class, and if any issues arise, he should visit the student center for further assistance.
2/7/2025	[redacted]	[redacted]	Re-Engagement	I contacted the student regarding his absence and informed him of the potential consequences. He assured me that he would return to the class on 02/10/2025.
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, sent text, left VM
2/7/2025	[redacted]	[redacted]	Re-engagement	Messaged student regarding any support needed and/or concerns. Reminded student about attendance policy.
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student has moved from Sacramento and is not going to attend school, asked for disenrollment
2/7/2025	[redacted]	[redacted]	Re-Engagement	A student moved to another state, not interested in Highland any more. We can transfer out
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes
2/7/2025	[redacted]	[redacted]	Re-engagement	Will return to school no later than 2/12
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is planning to return, but needs to transfer to PM because of work schedule
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Due to a work schedule student is not able to attend classes, please disenroll
2/7/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student told that they are not able to attend classes, asked to be disenrolled
2/7/2025	[redacted]	[redacted]	Re-Engagement	The student has communicated their inability to continue attending and has requested the removal of their name from the list.
2/7/2025	[redacted]	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and send a text message outlining the reason for my call and requested that they return to class or reach out to me if they have any questions.
2/7/2025	[redacted]	[redacted]	Re-Engagement	I called the student about her absence and told her about the potential consequences. She pledged to attend her class on 02/10/2025.
2/7/2025	[redacted]	[redacted]	Re-Engagement	I called the student about his absence and let him know about the potential consequences. He pledged to attend his class on 02/10/2025.
2/7/2025	[redacted]	[redacted]	Re-Engagement	The student's husband answered and stated that they moved to a new address and have been busy but assured that his wife will come to class on 02/10/2025.
2/7/2025	[redacted]	[redacted]	Re-engagement	Attending class starting no later than 2/10
2/7/2025	[redacted]	[redacted]	Re-Engagement	2-nd attempt to reach out to a student, no success
2/7/2025	[redacted]	[redacted]	Re-Engagement	The student has a new job and works until 6 PM but has pledged to attend his class as much as possible.

2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes next week.
2/7/2025	[redacted]	[redacted]	e-engagement	She was sick and she said she will come to school in coming week.
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, sent text.
2/7/2025	[redacted]	[redacted]	e-engagement	I called him, and he told me he is working and he will come to school in the coming week.
2/7/2025	[redacted]	[redacted]	e-Engagement	I contacted the student regarding his absence and informed him of the potential consequences. He assured me that he would return to the class on 02/10/2025.
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text, left VM
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they are not planning to attend classes, please disenroll
2/7/2025	[redacted]	[redacted]	e-Engagement	No answer a detailed VM was left
2/7/2025	[redacted]	[redacted]	e-Engagement	No answer and unable to leave a VM.
2/7/2025	[redacted]	[redacted]	e-Engagement	Wrong phone number
2/7/2025	[redacted]	[redacted]	e-Engagement	2-nd attempt to reach out to a student, no answer
2/7/2025	[redacted]	[redacted]	e-Engagement	I called the student about his absence and let him know about the potential consequences. He pledged to attend his class on 02/10/2025.
2/7/2025	[redacted]	[redacted]	e-Engagement	Unable to contact the student. Phone is restricted and not receiving calls at the moment.
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said due to family issues they are not able to attend classes at this time, requested LOA.
2/7/2025	[redacted]	[redacted]	e-engagement	Student called back and told me that he is transferred out already. And as per the school instructions he re-registered 3 months ago and still waiting to get re-enrolled into classes.
2/7/2025	[redacted]	[redacted]	e-engagement	I called her, but she didn't answer the phone to ask her about her absence. Sent her a text message.
2/7/2025	[redacted]	[redacted]	e-engagement	Messaged student regarding any support needed and/or concerns. Reminded student about attendance policy.
2/7/2025	[redacted]	[redacted]	e-Engagement	He has been working a lot and also he was expecting something else from the school.
2/7/2025	[redacted]	[redacted]	e-engagement	I called him to ask about his absence but he didn't answer the phone I sent him a text message.
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind him about the importance of attendance and attendance rules. Student said that he will come back to classes next week.
2/7/2025	[redacted]	[redacted]	e-engagement	Messaged student regarding any support needed and/or concerns. Reminded student about attendance policy.
2/7/2025	[redacted]	[redacted]	e-engagement	left voicemail and text message
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said they are not interested in attending classes anymore, asked to be disenrolled
2/7/2025	[redacted]	[redacted]	e-Engagement	I was unable to contact the student regarding their attendance. I sent a text message outlining the reason for my call and requested that they return to class or reach out to me if they have any questions.
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind him about the importance of attendance and attendance rules. Phone is not in service, sent text.

	[redacted]		Messaged student regarding any support needed and/or concerns.
2/7/2025		Re-engagement	Reminded student about attendance policy.
2/7/2025		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Re-Engagement	The student moved to Antelope and requested a transfer, she has been placed on the waitlist. she is eager to start as soon as a spot becomes available.
2/7/2025		Re-Engagement	I called the student regarding her absence, she pledged to attend her class on 02/10/2025.
2/7/2025		Re-Engagement	LOA forms have been requested. Due to a medical condition the student is not able to come in person. She is waiting for her transfer to CICA
			Messaged student regarding any support needed and/or concerns.
2/7/2025		Re-engagement	Reminded student about attendance policy.
2/7/2025		Re-Engagement	Called student to remind him about the importance of attendance and attendance rules. Student is currently enrolled to college and will not be attending in-person classes, but would consider transfer to CICA.
			Messaged student regarding any support needed and/or concerns.
2/7/2025		Re-engagement	Reminded student about attendance policy.
2/7/2025		Re-Engagement	2-nd attempt to reach out to a student, no success
2/7/2025		Re-Engagement	A student does not wish to continue attending school.Wants to be dropped off
2/7/2025		Re-engagement	Her husband came to school and informed us that [redacted]a's son was admitted to the hospital, and she is taking care of her son in the hospital.
2/7/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is currently out of state and is planning to return to classes on February,19
2/7/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes next week.
2/7/2025		Re-engagement	Attending class starting no later than 2/12
2/7/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they have already returned to classes this week.
2/7/2025		Re-engagement	Student will return to class no later than Monday 2/10
2/7/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, sent text, left VM
2/7/2025		Re-Engagement	I contacted the student regarding her absence and informed her of the potential consequences. She explained that she recently moved to Roseville, making the commute too far. However, she is eager to continue her studies if transferred to a branch closer to Roseville. I sent her the address of the three Highlands locations near Roseville and advised her to call back so we could help her with the transfer request.
2/7/2025		Re-Engagement	I called a student and asked if we can help him to change a location as he has some transportation issues. He will take some time to think. Meanwhile he promised to come to school on Monday (10 February 2025)
2/7/2025		Re-Engagement	2-nd attempt to reach out to a student, no success
2/7/2025		Re-Engagement	A student answered and promised to return to school although she is working and has a tough schedule

2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that their child is ill, they are not able to attend classes at this time, requested LOA.
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that their child is ill, they are not able to attend classes at this time, requested LOA.
2/7/2025	[redacted]	[redacted]	e-Engagement	No answer, unable to leave a VM.
2/7/2025	[redacted]	[redacted]	e-Engagement	He will start attending regularly next week. His work had changed.
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they have transportation problems, requested transfer to CICA
2/7/2025	[redacted]	[redacted]	e-Engagement	I was unable to contact the student regarding their attendance. I sent a text message outlining the reason for my call and requested that they return to class or contact me if they have any questions.
2/7/2025	[redacted]	[redacted]	e-Engagement	Second attempt to reach out to a student, no answer
2/7/2025	[redacted]	[redacted]	e-Engagement	A 2-nd attempt to reach out to a student, no success
2/7/2025	[redacted]	[redacted]	e-Engagement	Called student regarding their attendance, student is not planning to come to classes, asked to be disenrolled
2/7/2025	[redacted]	[redacted]	e-Engagement	I called a student to encourage attending classes. A student promised to come back on Monday (on 10 February)
2/7/2025	[redacted]	[redacted]	e-Engagement	The student was contacted regarding their attendance. They indicated that they are in the process of transferring to CICA and expressed their commitment to attending classes more regularly.
2/8/2025	[redacted]	[redacted]	e-Engagement	I called the student multiple times regarding his absences from the class but received no answer. I left a voicemail explaining the consequences if he doesn't attend class.
2/8/2025	[redacted]	[redacted]	e-Engagement	I tried to call the student multiple times. However, the phone number is out of service.
2/8/2025	[redacted]	[redacted]	e-Engagement	I called the student regarding her absence and encouraged more frequent attendance. However, she told me that she was placed in level 2 which is too easy for her, and requested to be moved to Level 4. She stated that she works as a medical technician, and her English proficiency is higher than Level 2. I encouraged her to attend her class and discuss the possibility of taking another CASAS test with her teacher and she agreed to return to her class.
2/10/2025	[redacted]	[redacted]	e-Engagement	Made a re-engagement call. Student promised to return to class tomorrow
2/10/2025	[redacted]	[redacted]	e-Engagement	Masumeh reached out to emergency contact (son) and son said his dad thinks he's still on the waiting list. We are attempting to get a current phone number so we can reach out.
2/10/2025	[redacted]	[redacted]	e-engagement	The student mentioned that they plan to attend AM classes but to be dropped from the PM classes. They also mentioned that they were present on January 30th and February 7th.
2/10/2025	[redacted]	[redacted]	e-engagement	Student has been attending AM and requested to be dropped from PM Svetlana Popov's class.
2/10/2025	[redacted]	[redacted]	e-Engagement	Made a re-engagement call. Student didn't answer, left VM
2/10/2025	[redacted]	[redacted]	e-Engagement	Made a re-engagement call. Student's son answered. He said that he will share the message with his mother.
2/10/2025	[redacted]	[redacted]	e-Engagement	I called [redacted] regarding 5 absences. He knows new rules but he works in another state.

2/10/2025	[redacted]	Re-engagement	Student plans to attend AM and asked to be dropped from PM.
2/10/2025	[redacted]	Re-Engagement	I left a voice message for the student about his 5 days of skipping school.
2/10/2025	[redacted]	Re-engagement	Student mentioned they will attend more frequently and forgot to sign in.
2/10/2025	[redacted]	Re-engagement	Student plans to attend classes more frequently.
2/10/2025	[redacted]	Re-engagement	Student said they will be attending on PM Svetlana Popov's class on 02/07/25.
2/10/2025	[redacted]	Re-engagement	The student mentioned that they plan to attend AM and requested to be dropped from PM. The student mentioned that they plan to attend classes more frequently.
2/10/2025	[redacted]	Re-engagement	
2/10/2025	[redacted]	Re-engagement	Student plans to attend PM Svetlana Popov's class.
2/10/2025	[redacted]	Re-engagement	Student plans to attend more frequently.
2/10/2025	[redacted]	Re-Engagement	Sent a text asking her to come back and study with us. I called her last week and she said she would come back, but I didn't see her.
2/10/2025	[redacted]	Re-Engagement	Sent a text asking her to come to class this week.
2/10/2025	[redacted]	Re-Engagement	Called to follow up about the extended absence. She said she will try to come back next week because she has sick kids at home this week.
2/10/2025	[redacted]	Re-Engagement	I called to the student regarding to his attendance, he got job in another city. That is why he cannot come to school.
2/10/2025	[redacted]	Re-Engagement	I spoke with this student today when he came to sign. I explained the expectation that he come to class and study with us not just sign in. He said he can't because he's working. I asked him if he wanted to change to night classes and he said his schedule varies. He would prefer online classes. I sent him to the student center to inquire about availability.
2/10/2025	[redacted]	Re-Engagement	This student went to student center and requested a transfer. But then changed his mind when it was explained that he would be on a waiting list. He told me today that he doesn't have internet and doesn't want to lose his phone, but that he can't come to class due to his work schedule.
2/10/2025	[redacted]	Re-engagement	Student did not answer my call. I left a VM for her, to let her know that she has been absent for a while and if she needs help to attend class, we can help her.
2/10/2025	[redacted]	Re-Engagement	Made a re-engagement call. Student will come tomorrow. She was sick
2/10/2025	[redacted]	Re-Engagement	I talked with the student and she said she works everyday and she couldn't attend the school.
2/10/2025	[redacted]	Re-Engagement	I called to the student regarding to her attendance, she didn't answer the call. I left a voice message.
2/10/2025	[redacted]	Re-Engagement	Student comes frequently to sign in but doesn't stay to study. I had a conversation with him about the thousands of students who are waiting for an opportunity to study at Highlands. I asked him to come to class more often and stay and participate. He said he would try, but that he has many appointments.
2/10/2025	[redacted]	Re-Engagement	I called to the student regarding to her attendance, she said her children were sick last week. She said that she will come tomorrow.

2/10/2025	[redacted]	e-engagement	Messaged student to inform him that I see he made some progress via Edmentum in the Economics class. I congratulated him on this progress and encouraged him to keep going. I also asked him how we can be of assistance with any barriers he is navigating so that he can attend class in person.
2/10/2025	[redacted]	e-Engagement	I left a voice message for the student about her 5 days of skipping school.
2/10/2025	[redacted]	e-Engagement	3rd attempt: left VM message and sent text.
2/10/2025	[redacted]	e-Engagement	I left a voice message about her five days of skipping school. -
2/10/2025	[redacted]	e-Engagement	Made a re-engagement call. Student didn't answer. Sent a TM
2/10/2025	[redacted]	e-Engagement	I called to the student regarding to his attendance, he said he never received a call from school to assign them in any classes. They enrolled In Twin Rivers adult school.
2/10/2025	[redacted]	e-Engagement	I called to the student regarding to her attendance, she said because she was waiting for long time to receive a call to assign to any class in our school, but she didn't receive, she decided to go to another school.
2/10/2025	[redacted]	e-Engagement	Called to have a conversation and encourage her to come study with us. She comes once in a while to sign, but hasn't been participating much.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	I called to the student regarding to his attendance, he said they moved to the Yuba city. He requested to transfer to Highland school in Yuba city. Transfer request to the Yuba city is done.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-engagement	Messaged student again. The phone replied with an automated message: unable to receive message - Message Blocking is active"."
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	4th attempt: Called and sent text asking him to call me to discuss his attendance. I have tried several times.
2/11/2025	[redacted]	e-Engagement	I called and she can't come to class because she said she has bad back pain. I asked her if she would be back in the future and she wasn't sure. I will ask enrollment to reach out and see if she qualifies for a leave of absense.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	Called and sent text asking her to come back to class.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.
2/11/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between February 3-10, 2025.

[redacted]	[redacted]		
2/12/2025		Re-Engagement	Student messaged back 2/12/25 and will be back from Mexico on 2/13/25
2/12/2025		Re-engagement	This student, [redacted], wants to transfer to CICA because she moved to another location and there is no close site to her new address.
2/12/2025		Re-Engagement	Student was contacted. Said he doesn't have time for school. He is working full-time.
2/12/2025		Re-Engagement	Student was contacted. Said he doesn't have time for school. He is working full-time.
2/12/2025		Re-Engagement	Student was contacted. Said he doesn't have time for school. He is working full-time.
2/13/2025		Re-Engagement	left VM and sent message about attendance.
2/13/2025		Re-Engagement	I visited the student in the classroom. I asked about her attendance, she mentioned they live far from school. She didn't have bus passes to come to school. Bus passes for next week is provided. After next week she will be eligible to receive Highlands phone to be able use it for transportation.
2/13/2025		Re-Engagement	Left VM and text message.
2/13/2025		Re-engagement	Student is not currently enrolled in any classes. Contacted student to see if she was still interested in attending our school to earn her HS diploma.
2/13/2025		Re-engagement	The student stated that he would like to remain in PM and be dropped from AM classes.
2/13/2025		Re-Engagement	Left VM and sent text.
2/13/2025		Re-Engagement	Student sent a text letting me know he's moving to San Francisco and won't be back to class.
2/13/2025		Re-engagement	Texted the student to see how he's doing. Asked if any support is needed.
2/13/2025		Re-engagement	The student mentioned that he was involved in a work accident and will return to class soon.
2/13/2025		Re-Engagement	[redacted] came in to sign tonight. She only comes in to sign. She never stays for class. I had a conversation with her to explain the expectation. She said she works all day and has 8 kids at home and it's difficult for her to come and study. I explained the waiting list and asked her to come and study with us. She said she will try next week.
2/13/2025		Re-Engagement	Called and sent text to remind them about class.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-Engagement	Due to the student having a call restriction, I could not reach the student but I sent her a text encouraging her to attend class.
2/14/2025		Re-engagement	She didn't answer the phone, and I sent her a text.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25. Phone has messages blocked.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	We talked to the student in class. She shared that she is working and can attend class when possible.

2/14/2025	[redacted]	Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-Engagement	Due to her having transportation issues, I encouraged the student that she can register for our CICA classes.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	We talked to the student. The student is trying to attend class more often.
2/14/2025		Re-engagement	We called the student and reminded her to come to class. She shared that she will try to attend class more often, but she has many responsibilities at home.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	We called the student and reminded him to attend class more often. He shared that he can only attend class sometimes due to home responsibilities.
2/14/2025		Re-engagement	We talked to the student. She told us that she can only attend class when possible.
2/14/2025		Re-engagement	The student called us and told us she was ill and could not attend class this week.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	We talked to the student. She said she is attending college and can only attend class when possible.
2/14/2025		Re-engagement	We talked to the student. She said she has a job and can only attend class when possible.
2/14/2025		re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	We talked to the student. She shared that she can attend class when possible.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	We talked to the student. He said that he is working and can attend class when possible.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-Engagement	I called the student, due to his wife's pregnancy and the need to care for her, the student is unable to attend class every day.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	We talked to the student. She is attending college and can attend class when possible.

[redacted]			
2/14/2025		Re-engagement	We called the student, but there was no answer. We could not leave a message because voicemail was not available.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	The student informed us that she is unable to attend class because of health issues. Due to her health, she requested an LOA (Leave of Absence). She still wants to be a student at Highlands.
2/14/2025		Re-engagement	We talked to the student. She is attending college, so she attends class when possible.
2/14/2025		Re-engagement	We talked to the student. He said he is working but will attend class when possible.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	We talked to the student and reminded him to attend class. He said that he is working but will attend class when possible.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/14/2025		Re-engagement	Messaged student to encourage them to attend class and to let them know that I look forward to seeing them on Tuesday, 2/18/25.
2/18/2025		Re-Engagement	Student was called about his attendance; student stated that he has moved from his residence and that he wants transfer to a new school site.
2/18/2025		Re-Engagement	The student was reached out to regarding their attendance and has confirmed their intention to return to class.
2/18/2025		Re-Engagement	Student moved out of state and requested dis-enrollment.
2/18/2025		Re-Engagement	I called the student about her 5 days of absences and she said she will be at school tomorrow.
2/18/2025		Re-engagement	Student has not completed any coursework since entering bridge. Student has not attended class since someone else was caught signing in for them. Student has been contacted via email about these issues.
2/18/2025		Re-Engagement	Student was called for re-engagement; student stated that they have moved from the area and that he has already requested transfer to CICA. Student can no longer attend class at College Oak.
2/18/2025		Re-Engagement	Contacted student about re-engagement and attendance. No response, left VM
2/18/2025		Re-Engagement	Wrong Contact Information.

[redacted]	[redacted]		
2/18/2025		Re-Engagement	Student was contacted for re-engagement, no response left VM
2/18/2025		Re-Engagement	Contacted student for re-engagement; no response, left VM.
2/18/2025		Re-Engagement	Wrong Number.
2/18/2025		Re-Engagement	Student stated the reason for his absence has been sickness and that he will attend classes starting tomorrow.
2/18/2025		Re-Engagement	Student's phone is out of service.
2/18/2025		Re-Engagement	The student was reached out to regarding their attendance and has confirmed their intention to return to class.
2/18/2025		Re-Engagement	Left VM
2/18/2025		Re-Engagement	Left VM
2/18/2025		Re-Engagement	Left VM
2/18/2025		Re-Engagement	Attempt 1: Reached out in regard to attendance. I do see logins on to why the student has not been able to attend and is waiting for a petition to graduate sooner.
2/18/2025		Re-Engagement	I called [redacted] regarding 5 absences. He knows new rules but he works in another state. -
2/18/2025		Re-Engagement	Left VM
2/18/2025		Re-engagement	The student did not answer her phone. I put a VM and reminded the student of school's attendance policy , and mentioned if she needs help to improve her attendance she can talk to her teacher.
2/18/2025		Re-Engagement	Attempt 1: waiting to hear back from the student Update: The student will return tomorrow
2/18/2025		Re-Engagement	Left VM
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	Called the student and notified.
2/18/2025		Re-Engagement	Left VM
2/18/2025		Re-Engagement	Plans to return. Also wants to change the classes from AM to PM. Emailed SOR team as well.
2/18/2025		Re-Engagement	I left a voice message about her absences.
2/18/2025		Re-Engagement	Spoke with [redacted] about absences.He said he will be today.
2/18/2025		Re-Engagement	Called and notifies the student.
2/18/2025		Re-Engagement	I called and notified the student
2/18/2025		Re-Engagement	I called the student and notified.
2/18/2025		Re-Engagement	Left VM

2/18/2025	[redacted]	Re-Engagement	Left VM
2/18/2025		Re-Engagement	The student promised to return the devices.
2/18/2025		Re-Engagement	Student has come back to class since the start of February
2/18/2025		Re-engagement	We called the student and reminded her to attend class. She shared with us that she has health issues, so she requested an LOA.
2/18/2025		Re-Engagement	Attempt 1: waiting to hear back from the student
2/18/2025		Re-Engagement	Attempt 1: waiting to hear back from the student
2/18/2025		Re-Engagement	Attempt 1: waiting to hear back from the student
2/18/2025		Re-engagement	Left voicemail to emergency contact. Students phone number was out of service
2/18/2025		Re-engagement	Student will return to class this week to avoid disenrollment.
2/18/2025		Re-Engagement	The student has been notified. He will try to come. He has some physical problems. Please do not dis-enroll the student.
2/18/2025		Re-Engagement	Student has been contacted by call/text, but has not responded.
2/18/2025		Re-Engagement	I called the student about her absences and she didn't answer. I left a voice message.
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	Student has come back to class since the start of February
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	I called the student and she has has been notified.
2/18/2025		Re-Engagement	Attempt 1: waiting to hear back from the student
2/18/2025		Re-Engagement	Student has come back to class since the start of February
2/18/2025		Re-Engagement	I called the student and notified.
2/18/2025		Re-Engagement	Student has been contact by call/text, but has not responded
2/18/2025		Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/18/2025		Re-Engagement	The student was reached out to regarding their attendance and has confirmed their intention to return to class.
2/18/2025		Re-Engagement	The student was reached out to regarding their attendance and has confirmed their intention to return to class.
2/18/2025		Re-Engagement	The student was reached out to regarding their attendance and has confirmed their intention to return to class.
2/18/2025		Re-Engagement	A student had some issued but promised to return to school
2/18/2025		Re-Engagement	Left VM

2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	Attempt 1: waiting to hear back from the student
2/18/2025	[redacted]	Re-engagement	Called, but didn't answer. Sent a text regarding attendance. Student mentioned last time in class that she had moved.
2/18/2025	[redacted]	Re-Engagement	Constant contact with student. Has let me know of medical issues from Jan 8, Jan 21, Jan 23, and Jan 24. She comes a few times because of sitting problems. Cannot sit for too long.
2/18/2025	[redacted]	Re-Engagement	I called the student about his low attendance. He said he was sick.
2/18/2025	[redacted]	Re-Engagement	Student has come back to class 2/18/25
2/18/2025	[redacted]	re-engagement	Student told me that he will try and attend and better his attendance.
2/18/2025	[redacted]	re-engagement	Student can't attend due to transortation
2/18/2025	[redacted]	re-engagement	Student will not be attending school anymore.
2/18/2025	[redacted]	re-engagement	Student was contacted - no answer | Left VM explaining HCCTS attendance policy and his attendance situation.
2/18/2025	[redacted]	re-engagement	No answer | Sent TM
2/18/2025	[redacted]	re-engagement	Student called me back and told me he has been dealing with some personal issues and will try and attend ASAP.
2/18/2025	[redacted]	re-engagement	Student won't attend school anymore as they have moved to Chico.
2/18/2025	[redacted]	Re-Engagement	The student wants to transfer to CICA. I emailed SOR team about that.
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	Unreachable (Attempt 1)
2/18/2025	[redacted]	Re-Engagement	Left VM
2/18/2025	[redacted]	Re-Engagement	Called student to re-engage. Student is interested in Truck Driving. Provided the re-enrollment link.
2/18/2025	[redacted]	re-engagement	Student unreachable, left VM explaining our school's attendance policy, and the risk of being dropped by the certain date.
2/18/2025	[redacted]	Re-Engagement	Student has come back to class 2/18/25
2/18/2025	[redacted]	Re-Engagement	I called and notified the student
2/18/2025	[redacted]	Re-Engagement	Attempt 1: shared LOA information
2/18/2025	[redacted]	Re-Engagement	I called and notified the student
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	Attempt 1: No answer. Detailed text was send
2/18/2025	[redacted]	Re-Engagement	Left VM
2/18/2025	[redacted]	re-engagement	No answer - Left VM and explained her attendance situation and HCCTS's attendance policy.

2/18/2025	[redacted]	e-engagement	Student has moved to Fairfield and wont attend the school anymore, although she still has GPF which I guided her to return to our main office at grand.
2/18/2025	[redacted]	Re-Engagement	I was unable to reach the student regarding their attendance. The voicemail was full and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	Left VM
2/18/2025	[redacted]	Re-Engagement	A student promised to return to school
2/18/2025	[redacted]	Re-Engagement	A student is not in CA state currently, promised to return to school
2/18/2025	[redacted]	Re-Engagement	A student was absent due to a work schedule but promised to return to school
2/18/2025	[redacted]	e-engagement	Student was contacted - he said he will try and attend classes ASAP.
2/18/2025	[redacted]	e-engagement	No answer | left VM and explained schools attendance and his attendance situation.
2/18/2025	[redacted]	Re-Engagement	The student was reached out to regarding their attendance and has confirmed their intention to return to class.
2/18/2025	[redacted]	e-engagement	Student won't attend classes anymore | she started her own child care.
2/18/2025	[redacted]	Re-Engagement	Attempt 1: No answer. Detailed text was send
2/18/2025	[redacted]	Re-Engagement	A student cannot attend due to a work schedule.
2/18/2025	[redacted]	Re-Engagement	A student cannot attend school due to a work schedule
2/18/2025	[redacted]	Re-Engagement	Student has been contacted by call/text, but has not responded
2/18/2025	[redacted]	Re-Engagement	A student could not attend due to some health problems but promised to return to school
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week.
2/18/2025	[redacted]	Re-Engagement	Student has been coming to class more often as of Feb.10.25
2/18/2025	[redacted]	Re-Engagement	I called the student regarding her absence and informed her of the potential consequences. She explained that she recently started a new job and her work hours conflict with her class schedule. As a result, she requested a transfer to CICA to accommodate her work hours.
2/18/2025	[redacted]	Re-Engagement	The student wants to transfer to CICA. I emailed SOR Team and asked to give a call.
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they are not planning to return to classes, due to moving to another location.
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week.
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week.

2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is started working at this time and is no more able to attend, asked for disenrollment
2/18/2025	[redacted]	Re-Engagement	Student has been coming to class more often as of Feb.10.25
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week.
2/18/2025	[redacted]	Re-Engagement	Student has been coming to class more often as of Feb.10.25
2/18/2025	[redacted]	Re-Engagement	A student missed some classes due to health issues. She promised to return
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week. But due to lack of transportation, he requested transfer to CICA. Student is at level 1 and tries to pass an exit test to level 2.
2/18/2025	[redacted]	Re-Engagement	A student cannot attend due to a work schedule
2/18/2025	[redacted]	Re-Engagement	A student attended school today and promised to attend regularly
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM, sent text. Student answered later and said he moved to another city and requested to be disenrolled
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule, asked for disenrollment
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, sent text.
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule, asked for disenrollment
2/18/2025	[redacted]	Re-Engagement	A student promised to return to school and attend regularly
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
2/18/2025	[redacted]	Re-Engagement	She said that she gave birth and would provide the bird certificate. She wants to keep the spot.
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, left VM, sent text.
2/18/2025	[redacted]	Re-Engagement	I left a voice message about her absences.
2/18/2025	[redacted]	Re-Engagement	Student has been contacted by call/text, but has not responded
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said he had started attending classes this week
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
2/18/2025	[redacted]	Re-Engagement	I tried to reach out to a student but the number is unreachable
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they were not able to attend classes because they were ill. They promised to show up this week.
2/18/2025	[redacted]	Re-Engagement	A student promised to return to school

2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week.
2/18/2025	[redacted]	Re-Engagement	I tried to reach out to a student, she did not answer so I left a VM
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week.
2/18/2025	[redacted]	Re-Engagement	I tried to reach out to a student, no answer, left a VM
2/18/2025	[redacted]	Re-Engagement	A student cannot attend school due to a work schedule
2/18/2025	[redacted]	Re-Engagement	A student was sick but promised to return to school
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, left VM, TM. Student texted back is returning to classes this week
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week
2/18/2025	[redacted]	Re-Engagement	A student cannot attend school due to a work schedule
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week. Also student requested transfer to CICA, sent a request to Transfer Team
2/18/2025	[redacted]	Re-Engagement	[redacted] sent me a text saying she won't be returning to class. She said maybe she will try again in a few months. She is looking for work.
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they were not able to attend classes because they were ill. They promised to show up this week.
2/18/2025	[redacted]	Re-Engagement	Student has been contacted by call/text, but has not responded
2/18/2025	[redacted]	Re-Engagement	Student has come back to class since the start of Feb.
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, left VM, sent text.
2/18/2025	[redacted]	Re-Engagement	A student promised to come back to school
2/18/2025	[redacted]	Re-Engagement	I tried to reach out to a student, she did not answer, I left a VM
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week.
2/18/2025	[redacted]	Re-Engagement	Student has come back to class, but may be trying to attend the night instead. Will speak with student again to see if her mind has changed
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their health issues, asked for disenrollment
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their health issues, asked for disenrollment
2/18/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM, sent text
2/18/2025	[redacted]	Re-Engagement	Student mentioned wanting to re-enroll another time. Right now is not a good time for them to attend Highlands.
2/18/2025	[redacted]	Re-Engagement	A student cannot attend school due to some personal issues

2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM
2/18/2025		[redacted]	Re-Engagement	I tried to reach out to a student with re-engagement, phone is not active
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week, but are currently waiting for transfer to PM classes, because are not able to attend AM classes due to their work schedule
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule, asked for disenrollment
2/18/2025		[redacted]	Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM
2/18/2025		[redacted]	Re-Engagement	A student was sick but promised to return to school
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, left VM, sent text
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM, sent text.
2/18/2025		[redacted]	Re-Engagement	Phone number on file does not work. Not able to contact student.
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM, sent text.
2/18/2025		[redacted]	Re-Engagement	A student is studying at college but promised to return to school
2/18/2025		[redacted]	Re-Engagement	Student has expressed concern for class safety because of recent events, so will only be coming to class a few days in the week.
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM, sent text.
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM, sent text.
2/18/2025		[redacted]	Re-Engagement	I tried to reach out to a student, no answer. I left A VM
2/18/2025		[redacted]	Re-Engagement	I tried to reach out to as student, no answer. left a VM
2/18/2025		[redacted]	Re-Engagement	I tried to reach out to a student, no answer, left a VM
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule, asked for disenrollment
2/18/2025		[redacted]	Re-Engagement	A student was absent due to a work schedule but wished to return to school
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM
2/18/2025		[redacted]	Re-Engagement	I talked with the student and she said she works everyday but she wants to go to school.
2/18/2025	I	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM, sent text
2/18/2025		[redacted]	Re-Engagement	I talked with the student and he said he said his car was broken last week. When he repairs the car, he will go to school.

2/18/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week.
2/18/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, left VM, sent text.
2/18/2025	[redacted]	e-Engagement	A student confirmed that she cannot attend school as she attends college
2/18/2025	[redacted]	e-Engagement	A student cannot attend due to a work schedule
2/18/2025	[redacted]	e-Engagement	Student has come back to class as of Feb.18.25
2/18/2025	[redacted]	e-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/18/2025	[redacted]	e-engagement	Student is back in class
2/18/2025	[redacted]	e-Engagement	A student wants to attend school and promised to return to school
2/18/2025	[redacted]	e-Engagement	A student could not attend school but now he wants to return to school
2/18/2025	[redacted]	e-Engagement	A student's child had some health issues which is why she could not attend. Now student promised to return to school
2/18/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they will come back to classes this week. Student mentioned that he is in the waitlist to Folsom location, waiting for transfer
2/18/2025	[redacted]	e-engagement	called and texted messaged the student. Also reached out to emergency contact. Left a voicemail
2/18/2025	[redacted]	e-engagement	Student was enrolled in Oxnard, she is a Sacramento area student. She has requested transfer long ago
2/18/2025	[redacted]	e-engagement	Student had personal difficulties involving hospital incidents. He will be back in class this week
2/18/2025	[redacted]	e-Engagement	Student has come back to class since the start of February
2/18/2025	[redacted]	e-Engagement	A student wishes to attend school and promised to come back
2/18/2025	[redacted]	e-Engagement	Student has come back to class as of Feb.10.25
2/18/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
2/18/2025	[redacted]	e-Engagement	I tried to reach out to a student, no answer, left a VM
2/18/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student was not able to attend school due to health issues, will show up this week
2/18/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM.

2/18/2025	[redacted]	[redacted]	Re-engagement	Currently working in Bakersfield, in March the student is back in Sac. Student will try to return to class this week. Student is interested in continuing education in Highlands
2/18/2025	[redacted]	[redacted]	Re-engagement	Student is returning to class this week
2/18/2025	[redacted]	[redacted]	Re-Engagement	Student has come back to class since the start of February
2/18/2025	[redacted]	[redacted]	Re-Engagement	Student has come back to class since the start of February
2/18/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, sent text.
2/18/2025	[redacted]	[redacted]	Re-Engagement	Student wrote back and said they have already resumed attending classes this week
2/18/2025	[redacted]	[redacted]	Re-engagement	student will return to class
2/18/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, sent text.
2/18/2025	[redacted]	[redacted]	Re-Engagement	I tried to reach out to a student but the number is unreachable
2/18/2025	[redacted]	[redacted]	Re-Engagement	A student cannot attend school due to a work schedule
2/18/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, left VM, sent text
2/18/2025	[redacted]	[redacted]	Re-Engagement	Contacted the student, but the student never called back to clarify their situation
2/18/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week. Student also requested transfer to Palm Ave due to moving to another city. Sent request to Enrollment team
2/18/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they have already showed up last week and is planning to come this week as well
2/18/2025	[redacted]	[redacted]	Re-Engagement	I tried to reach out to a student, no answer, left a VM
2/18/2025	[redacted]	[redacted]	Re-Engagement	Student has come back to class since the start of February
2/18/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she pledged to attend the class by the deadline.
2/18/2025	[redacted]	[redacted]	Re-Engagement	I spoke with the student about his absences and he said he'll be at school tomorrow.
2/18/2025	[redacted]	[redacted]	Re-Engagement	A student was sick and promised to return to school today (2/18/2025)
2/18/2025	[redacted]	[redacted]	Re-Engagement	A student wants to attend school and promised to come back
2/18/2025	[redacted]	[redacted]	Re-Engagement	A student wants to attend school but cannot due to a work schedule
2/18/2025	[redacted]	[redacted]	Re-Engagement	A student moved and wants to be transferred out
2/18/2025	[redacted]	[redacted]	Re-Engagement	A student wishes to come back to school and promised to return

2/18/2025	[redacted]	Re-Engagement	A student called us back and confirmed that she returned to school
2/18/2025		Re-Engagement	A student did not answer and I left a VM
2/18/2025		Re-Engagement	A student was successfully transferred, I let him know and sent a new location to his phone number
2/18/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she said that she transferred from AM to PM and she was absent only for 3 days due to illness, she pledged to attend the class.
2/18/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he stated that he traveled to another state and pledged to participate in his class by the deadline.
2/18/2025		Re-Engagement	I called the student regarding his absence, and his son answered and stated that his father traveled abroad to visit his sick mother, and would attend the class upon his return.
2/18/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she pledged to attend the class.
2/18/2025		Re-Engagement	I called the student regarding her absence, and her daughter answered and stated that her mother had knee surgery, she already informed her teacher about it and the teacher told her that she would submit the LOA for her and that she doesn't have to be worried.
2/18/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he told me that he never received any call about his class start date, but pledged to attend the class by the deadline. I sent him class info and location by text message.
2/18/2025		Re-Engagement	I called the student regarding his absence, he told me that his daughter broke her leg and he was busy taking care of her. The student promised to attend his class.
2/18/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she pledged to attend the class before the deadline.
2/18/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she told me that she never received any call about her class start date, but pledged to attend the class by the deadline. I sent her the class info and location by text message.
2/18/2025		Re-Engagement	I called the student regarding his absence and informed her of the potential consequences, he pledged to attend the class by the deadline.
2/18/2025		Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/18/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she told me that her father was ill and she was taking care of him and pledged to attend the class by the deadline.
2/18/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she pledged to attend the class before the deadline.
2/18/2025		Re-Engagement	.I called the student regarding her absence and explained the potential consequences. She mentioned that she was taking her children to school in the morning, which prevented her from attending, and requested to transfer her class to the afternoon. I advised her to attend the class as scheduled, and inform her teacher, she committed to attending the class before the deadline
2/18/2025		Re-Engagement	I called the student regarding his absence, he explained that he had been in a serious car accident and injured both of his legs. His wife informed his teacher about the accident and provided a letter from his doctor, who advised him to rest at home for one year.

2/18/2025	[redacted]	Re-Engagement	I contacted the student about his absence and explained the potential consequences. He mentioned that his class time conflicted with his work hours and requested a transfer to an early afternoon class. I advised him to attend his class as scheduled and discuss the issue with his teacher, and he committed to attending the class before the deadline.
2/18/2025		Re-Engagement	I contacted the student regarding her absence and discussed the potential consequences. She explained that she recently moved from Elk Grove to Carmichael, and it's too far to commute. She requested a transfer from Bruceville to College Oaks, which is closer to her apartment, and expressed interest in attending if the transfer is approved.
2/18/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he stated that he had moved to the new apartment and was busy but pledged to participate in his class before the deadline.
2/18/2025		Re-Engagement	
2/18/2025		Re-Engagement	I tried to reach out to a student, but she did not answer. I left a VM
2/18/2025		Re-Engagement	The student was reached out to regarding their attendance and has confirmed their intention to return to class.
2/18/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she pledged to attend the class before the deadline.
2/18/2025		Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/18/2025		Re-Engagement	The student reached out and has confirmed their intention to return to class.
2/18/2025		Re-Engagement	I contacted the student regarding his absence, he stated that he recently moved to Union City, located in Alameda County, making the commute too far. He requested a transfer from Highlands to CICA so he could continue studying.
2/18/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend the class before the deadline.
2/18/2025		Re-Engagement	The student moved to Fremont, CA and unable to attend.
2/18/2025		Re-Engagement	I called the student regarding his absence and discussed the potential consequences. He explained that he recently started a new job and his work hours conflict with the current class schedule. As a result, he requested to transfer to a 6 PM class to accommodate his work schedule. i emailed registration to process his request.
2/18/2025		Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/18/2025		Re-Engagement	The student was reached out to regarding their attendance and has confirmed their intention to return to class.
2/18/2025		Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/18/2025		Re-Engagement	Called student to re-engage. She has been on a break due to the passing of her brother but feels emotionally ready to return and complete her CTE program. Provided the re-enrollment link. She is interested in Personal Finance.
2/18/2025		Re-engagement	The student was saying that she was working and would be back soon.
2/18/2025		Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.

2/18/2025	[redacted]	Re-Engagement	I tried to reach out to a student, but she didn't answer. Left a VM
2/18/2025	[redacted]	Re-Engagement	The student was reached out to regarding their attendance and has confirmed their intention to return to class.
2/18/2025	[redacted]	Re-Engagement	I talked with the student about her 5 days absences. She worked all the time and couldn't go to school last week, bur she will be at school tomorrow.
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	Left VM
2/18/2025	[redacted]	Re-Engagement	Attempt 1: detailed text was send.
2/18/2025	[redacted]	Re-Engagement	Unreachable (Attempt 1)
2/18/2025	[redacted]	Re-Engagement	A student could not attend due to children's health issues. Promised to return to school
2/18/2025	[redacted]	Re-Engagement	I left a voice message for the student about his 5 days absences.
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	Unreachable (Attempt 1)
2/18/2025	[redacted]	Re-Engagement	The student and her husband have COVID - valid reason the student shouldn't be dropped
2/18/2025	[redacted]	Re-Engagement	Unreachable (Attempt 1)
			I called the student regarding his absence and informed him of the potential consequences if he failed to attend by the deadline. The student pledged to participate in his class by the deadline.
2/18/2025	[redacted]	Re-Engagement	
2/18/2025	[redacted]	Re-Engagement	I called the student regarding his absence and informed him of the potential consequences if he failed to attend by the deadline. The student pledged to participate in his class by the deadline.
2/18/2025	[redacted]	Re-Engagement	A student could not attend due to a work schedule. She promised to return to school
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	A student has a conflict in a work schedule and cannot attend school any longer
2/18/2025	[redacted]	Re-Engagement	Left VM
2/18/2025	[redacted]	Re-Engagement	Left VM
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	Unreachable (Attempt 1)
2/18/2025	[redacted]	Re-Engagement	I tried to reach out to a student, she did not answer, left a VM
2/18/2025	[redacted]	Re-Engagement	A student is attending college, she might not have enough time to attend school, aware of the possibility to be transferred out
2/18/2025	[redacted]	Re-Engagement	A student attends school and cannot attend school any longer
2/18/2025	[redacted]	Re-Engagement	Plans to return

2/18/2025	[redacted]	Re-engagement	We called the student and reminded her to attend class more often. She shared with us that she had a severe flu and had to stay home. She will try to attend class more often.
2/18/2025		Re-Engagement	I tried to reach out to a student but she did not answer. Left a VM
2/18/2025		Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/18/2025		Re-Engagement	Left VM
2/18/2025		Re-Engagement	I tried to reach out to a student and she did not answer. The VM box is not set up, unable to leave a VM
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	The student is waiting to be transfered to CICA
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	A student had some conflict in the work schedule. She promised to return to school
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	Left VM
2/18/2025		Re-Engagement	A student attends college and cannot attend school any longer
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	Left VM
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	A student is ready to attend school. She requested the location address, I sent it.
2/18/2025		Re-Engagement	I tried to reach out to a student again, but she did not answer
2/18/2025		Re-Engagement	Plans to return.
2/18/2025		Re-Engagement	I called [redacted] regarding her 5 absences. She was sick last week and she will be at school tomorrow.
2/18/2025		Re-Engagement	Left VM
2/18/2025		Re-Engagement	I left a voice message about her five days of absences from school.
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	The student [redacted] asked to be dis-enrolled. I emailed SOR about that. The student has moved out of Sacramento and will try to find an English school there.
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	Plans to return
2/18/2025		Re-Engagement	Plans to return

2/18/2025	[redacted]	Re-Engagement	Attempt 1: No answer. Detailed text was send
2/18/2025	[redacted]	Re-Engagement	The student is really sick - valid reason the student shouldn't be dropped.
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	I tried to reach out to a student but he didn't answer, left a VM
2/18/2025	[redacted]	Re-Engagement	I tried to reach out to as student but she did not answer. Phone is unreachable
2/18/2025	[redacted]	Re-Engagement	A student promised to return to school
2/18/2025	[redacted]	Re-Engagement	I tried to reach out to a student but she did not answer. I cannot leave a VM as the box is not set
2/18/2025	[redacted]	Re-Engagement	Left VM
2/18/2025	[redacted]	Re-Engagement	A student promised to return to school
2/18/2025	[redacted]	Re-Engagement	Plans to return
2/18/2025	[redacted]	Re-Engagement	Unreachable (Attempt 1)
2/18/2025	[redacted]	Re-Engagement	The student wants to Transfer to CICA. I emailed SOR team. Also, his English level should be updated in PS.
2/18/2025	[redacted]	Re-Engagement	Attempt 1: texted the student in regards to returning to class.
2/18/2025	[redacted]	Re-Engagement	The student has moved to SF and is not able to attend classes anymore.
2/19/2025	[redacted]	Re-Engagement	I called to the student regarding to his attendance, He had a car accident in last three weeks, he will be at school today or tomorrow.
2/19/2025	[redacted]	Re-Engagement	Student has a transportation problem. Options were talked about. Will start attending classes.
2/19/2025	[redacted]	Re-Engagement	Student was talked to about attendance. Informed he will begin classes soon.
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 11-18, 2025.
2/19/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 11-18, 2025.
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	The student has a full-time job and is no longer interested in school.
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	Student was called about attendance. He is working and attends when he is free.
2/19/2025	[redacted]	Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/19/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 11-18, 2025.
2/19/2025	[redacted]	Re-Engagement	Student is working and attends classes when possible.
2/19/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 11-18, 2025.

[redacted]	[redacted]		
2/19/2025		Re-Engagement	Student is working. He attends when he can. PM and online offered.
2/19/2025		Re-Engagement	Students number is not working.
2/19/2025		Re-Engagement	Number is not working.
2/19/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 11-18, 2025.
2/19/2025		Re-engagement	The student was called to attend the class regularly. She was unreachable. left a voicemail
2/19/2025		Re-Engagement	The student was contacted regarding their attendance and confirmed their intention to return to class.
2/19/2025		Re-Engagement	Texted the student (Attempt 2)
2/19/2025		Re-Engagement	Texted the student.
2/19/2025		Re-Engagement	Number is not working.
2/19/2025		Re-Engagement	Attempt 1: Connected with the student in regards to her attendance. Waiting to hear back.
2/19/2025		Re-Engagement	Attempt 1: Connected with the student in regards to his attendance. Waiting to hear back
2/19/2025		Re-Engagement	Texted the student.
2/19/2025		Re-Engagement	I was unable to reach the student regarding their attendance. The voicemail was full and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/19/2025		Re-Engagement	Texted the student.
2/19/2025		Re-Engagement	She will return to class.
2/19/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 11-18, 2025.
2/19/2025		Re-Engagement	The student forward my call. Left a detailed Vm and asked the student to follow up with us or the counselor since it seems that they are just waiting for a CTE class.
2/19/2025		Re-Engagement	no answer. A detailed VM was left
2/19/2025		Re-Engagement	Student went through some difficulties. Will start attending again.
2/19/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week. Also student requested a change of location to Palm Ave, sent a request to Enrollment Team
2/19/2025		Re-Engagement	Students phone number is not working.
2/19/2025		Re-Engagement	A student called us back. I encouraged to attend classes and she promised to come back
2/19/2025		Re-Engagement	A student gave us a callback. I encouraged her to attend classes and she promised to return to school
2/19/2025		Re-Engagement	2nd attempt to reach out to a student, I sent a txt message
2/19/2025		Re-Engagement	Provided counselor contact info.
2/19/2025		Re-Engagement	Student is working and will attend when possible.
2/19/2025		Re-Engagement	2nd attempt to reach out to a student, no answer. I sent a txt message
2/19/2025		Re-Engagement	Student contacted about attendance. Will start to attend.

[redacted]			
2/19/2025	[redacted]	Re-Engagement	No answer. VM left
2/19/2025	[redacted]	Re-Engagement	Student was contacted by phone. Message was left.
2/19/2025	[redacted]	Re-Engagement	I called a student 2nd time, there was no answer. I Sent a txt message
2/19/2025	[redacted]	Re-Engagement	Student was contacted by phone. Message was left.
2/19/2025	[redacted]	Re-Engagement	No answer. Detailed VM left
2/19/2025	[redacted]	Re-Engagement	Student will begin to attend. Family was sick for a few weeks.
2/19/2025	[redacted]	Re-Engagement	Attempt 1: No answer. Vm left
2/19/2025	[redacted]	Re-Engagement	Attempt 1: No answer Vm left
2/19/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
2/19/2025	[redacted]	Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/19/2025	[redacted]	Re-Engagement	Made the second attempt to call a student regarding their attendance. They said they had some papers issues to resolve but promised to show up this week
2/19/2025	[redacted]	Re-Engagement	Wrong number. Tried the student phone and left a detailed VM.
2/19/2025	[redacted]	Re-Engagement	He is not interested in returning at the moment. He started college.
2/19/2025	[redacted]	Re-Engagement	Student was contacted in regards to attendance. Will return to classes.
2/19/2025	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no answer. I sent a txt message
2/19/2025	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no answer. I sent a txt message
2/19/2025	[redacted]	Re-Engagement	Second attempt to contact the student—no answer. I have sent a text message
2/19/2025	[redacted]	Re-Engagement	No answer and unable to leave a VM. Send a detailed text. Update: she will return this week.
2/19/2025	[redacted]	Re-Engagement	The student said that she has to go to Vietnam to visit her family. She would come back on 4/18. Informed her of possibility of being dropped.
2/19/2025	[redacted]	Re-Engagement	Contacted student about his attendance, student stated that he currently attending college and is not able to attend school until Feb 26.
2/19/2025	[redacted]	Re-engagement	The student wants to be transferred to CICA due his new job. The request has been submitted.
2/19/2025	[redacted]	Re-Engagement	Student is planning to return back to school.
2/19/2025	[redacted]	Re-Engagement	Contacted student about her school attendance, husband responded and stated that due to transportation and their child attending Pre-School she is unable to attend school.
2/19/2025	[redacted]	Re-Engagement	Number not in service.
2/19/2025	[redacted]	Re-Engagement	Student was contacted about her school attendance, student stated that her sister has passed away and she wasn't able to attend school. Student stated that she is going to attend school starting Feb 20th.

[redacted]			
2/19/2025		Re-Engagement	Contacted student about their attendance, no response left VM.
2/19/2025		Re-Engagement	Student is requesting to transfer from AM to PM class, she stated she is unable to attend AM at this time.
2/19/2025		Re-Engagement	Contacted student about their attendance, no response left VM.
2/19/2025		Re-Engagement	Contacted student about their attendance, student stated she plans to attend school starting Friday.
2/19/2025		Re-Engagement	Student started a job and he is no longer attending school.
2/19/2025		Re-Engagement	Student was called about their school attendance, husband responded the phone and stated that the whole family have been sick for the last 2 weeks. He further stated that his wife will be attending class starting Friday.
2/19/2025		Re-Engagement	Contacted student about his attendance, no response left VM.
2/19/2025		Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/19/2025		Re-Engagement	Contacted student about his attendance, no response left VM.
2/19/2025		Re-Engagement	Contacted student about their attendance, no response left VM.
2/19/2025		Re-Engagement	Attempt 1: No answer. Vm left
2/19/2025		Re-Engagement	Student is unable to attend school due to illness.
2/19/2025		Re-Engagement	Attempt 1: full Vm, shared a detailed VM
2/19/2025		Re-Engagement	Contacted student about their attendance, no response left VM
2/19/2025		Re-Engagement	Family member is sick. Student will begin to attend after.
2/19/2025		Re-engagement	Student will return to class this week
2/19/2025		Re-Engagement	Contacted student about his attendance, no response left VM.

2/19/2025	[redacted]	[redacted]	Re-Engagement	Second attempt to contact the student—no answer. I have sent a text message
2/19/2025	[redacted]	[redacted]	Re-Engagement	Contacted student regarding his attendance, no response left VM.
2/19/2025	[redacted]	[redacted]	Re-Engagement	**Second Attempt** Student stated that he has been out of state and plans to attend school.
2/19/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
2/19/2025	[redacted]	[redacted]	Re-Engagement	A student answered the phone, I encouraged him to return to school. He promised to come back
2/19/2025	[redacted]	[redacted]	Re-Engagement	Will attend today.
2/19/2025	[redacted]	[redacted]	Re-Engagement	Student stated he got a job and is unable to attend school at this time.
2/19/2025	[redacted]	[redacted]	Re-Engagement	Contacted student, but they didn't respond. Looks like the student has transferred out.
2/19/2025	[redacted]	[redacted]	Re-Engagement	Student has been contacted by call/text, but has not responded.
2/19/2025	[redacted]	[redacted]	Re-engagement	Student wanted to remain in Highlands but didnt have the availability, student was also interested in CICA but at the time he is in level 0 and does not qualify
2/19/2025	[redacted]	[redacted]	Re-engagement	Student wants to remain in Highlands but didnt have the availability, previously. He is now available to continue his studies with us. The student was also interested in CICA but at the time he is in level 0 and does not qualify
2/19/2025	[redacted]	[redacted]	Re-engagement	Left voicemail, sent text message, and contacted emergency contact too
2/19/2025	[redacted]	[redacted]	Re-engagement	Left voicemail and sent text message
2/19/2025	[redacted]	[redacted]	Re-Engagement	Student was talked to in person in regards to attendance.
2/19/2025	[redacted]	[redacted]	Re-Engagement	Student was contacted. He came to class and let me know he is working full time. He cannot attend classes any longer. Other options were talked about.
2/19/2025	[redacted]	[redacted]	Re-Engagement	Student has come back to class
2/19/2025	[redacted]	[redacted]	Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/19/2025	[redacted]	[redacted]	Re-Engagement	The student has come back to class
2/19/2025	[redacted]	[redacted]	Re-engagement	Student will return to class this week

2/19/2025	[redacted]	Re-engagement	Left voicemail and sent text message
2/19/2025		Re-engagement	Will start class this week
2/19/2025		Re-Engagement	Student has come back to class
2/19/2025		Re-engagement	Unreachable
2/19/2025		Re-engagement	Unreachable
2/19/2025		Re-Engagement	He is not interested in returning to class.
2/19/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
2/19/2025		Re-Engagement	Student was contacted in regards to attendance. He is working but noted he will attend when he has time.
2/19/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they were not able to attend classes because they were ill. They promised to show up this week.
2/19/2025		Re-Engagement	The student had requested LOA but had a complication and was unable to shared the needed documents. She will share them with me today.
2/19/2025		Re-Engagement	DUe to work the student is unable to return. Will re enrolled in CICA
2/19/2025		Re-Engagement	The student answered and hanged up the phone. I send a detailed text.
2/19/2025		Re-engagement	Student will return to class
2/19/2025		Re-Engagement	Student has come back to class
2/19/2025		Re-engagement	Left voicemail and sent text message
2/19/2025		Re-Engagement	Student has been contacted by call/text, but has not responded
2/19/2025		Re-engagement	Left voicemail and sent text message, also contacted emergency contact
2/19/2025		Re-Engagement	Mailbox is full. Shared a detailed VM.
2/19/2025		Re-engagement	Left voicemail and sent text message and contacted emergency contact

[redacted] [redacted]

2/19/2025		Re-engagement	Student will return to class this week
2/19/2025		Re-Engagement	Attempt 1: Phone is off. VM was left
2/19/2025		Re-Engagement	No answer. VM left
2/19/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 11-18, 2025.
2/19/2025		Re-Engagement	Student is back from Mexico 2/11/25. Their voicemail is full, but can text. Will follow up with student on 2/21/25
2/19/2025		Re-engagement	Student thought he was not admitted in Highlands because he never heard back from us after he filled out he registration form. I've explained him the changes we have gone through. The student will go to your class today
2/19/2025		Re-Engagement	Second attempt to contact the student—no answer. I have sent a text message
2/19/2025		Re-Engagement	The student was contacted regarding their attendance and confirmed their intention to return to class.
2/19/2025		Re-Engagement	I called to the student regarding to her attendance, she said that she came every day and signed. I checked with the teacher, we looked at the attendance papers she did not sign.
2/19/2025		Re-Engagement	I called the student regarding her absence. She explained that she is experiencing transportation issues and has requested a transfer to CICA. She is waiting for the transfer to be completed.
2/19/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/19/2025		Re-Engagement	I contacted the student regarding her absence and informed her of the potential consequences. She mentioned that she was sick but assured me that she would attend the class before the deadline.
2/19/2025		Re-Engagement	I called to the student regarding to his attendance, he didn't answer the phone. VML.
2/19/2025		Re-engagement	left voicemail and sent text message
2/19/2025		Re-Engagement	I called the student regarding her absence, She mentioned that she had surgery and was not feeling well but assured me that she would attend the class before the deadline
2/19/2025		Re-Engagement	No answer. Left a detailed VM
2/19/2025		Re-Engagement	The student was contacted regarding their attendance and confirmed their intention to return to class.
2/19/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she pledged to attend the class by the deadline.
2/19/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/19/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM.
2/19/2025		Re-Engagement	Student submitted a request to transfer to CICA
2/19/2025		Re-Engagement	Returning tomorrow to class.

2/19/2025	[redacted]	[redacted]	Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the reason for my call and asking for a callback if they had any questions or concerns.
2/19/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
2/19/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/19/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding his absence, and his son answered. He explained that the commute is too far for his father and requested a transfer to the Bruceville location. He also mentioned that his father is elderly, and if a transfer isn't possible, he should be dropped from the school, as the long distance would prevent him from attending.
2/19/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/19/2025	[redacted]	[redacted]	Re-Engagement	Student has been trying to come more often.
2/19/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is currently been enrolled to college, so they are not going to return to classes, asked for disenrollment
2/19/2025	[redacted]	[redacted]	Re-Engagement	I called to the student regarding to her attendance, he didn't answer the phone. VML.
2/19/2025	[redacted]	[redacted]	Re-Engagement	A student promised to return to school, could finally get in touch with her
2/19/2025	[redacted]	[redacted]	Re-Engagement	Second attempt to contact the student—no answer. I have sent a text message
2/19/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend classes as they are out of town, they are planning to return only in March
2/19/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding her absence and informed her of the potential consequences. She explained that she had already requested a transfer to the West Sacramento location through her teacher, as it is closer to her home. I encouraged her to return to class and discuss the issue with her teacher. She assured me that she would attend the class by the deadline.
2/19/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/19/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding her absence. She explained that she is enrolled in college and is unable to attend her class.
2/19/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding her absence and informed her of the potential consequences. She explained that she recently started a new job, and her working hours were in conflict with her class schedule. However, she assured me that she would attend the class before the deadline. I encouraged her to attend class and discuss the issue with her teacher.
2/19/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/19/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding her absence and informed her of the potential consequences. She explained that she recently moved to a new apartment, and it is far for her to commute. She mentioned that the Grand location is closer to her home and that she has already requested a transfer there. However, she assured me that she will attend the class before the deadline until her transfer is finalized

2/19/2025	[redacted]	Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he said that he was feeling sick but pledged to attend his class before the deadline.
2/19/2025		Re-Engagement	I called the student regarding her absence. She said that she was experiencing foot pain but assured me that she would attend the class before the deadline
2/19/2025		Re-Engagement	I called the student regarding his absence. He informed me that he has enrolled in ARC College and is unable to continue with Highlands.
2/19/2025		Re-Engagement	Student has come back to class
2/19/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM.
2/19/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student has already showed up this week.
2/19/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. No answer, left VM, sent text
2/19/2025		Re-Engagement	Student has been contacted by call/text, but has not responded
2/19/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/19/2025		Re-Engagement	Texted the student.
2/19/2025		Re-Engagement	Student is only able to come a few times each week, but has been trying to come more often.
2/19/2025		Re-Engagement	Texted the student (Attempt 2).
2/19/2025		Re-Engagement	Plans to return
2/19/2025		Re-Engagement	Texted the student (Attempt 2).
2/19/2025		Re-Engagement	Texted the student (Attempt 2).
2/19/2025		Re-Engagement	Student has come back to class. She is concerned about the safety of the school because of recent events, but will try to come more often.
2/19/2025		Re-Engagement	I called to the student regarding to his attendance, he didn't answer the phone. VML.
2/19/2025		Re-Engagement	I received a text from student indicating that she's been sick and hasn't been able to come to class.
2/19/2025		Re-Engagement	Texted the student.
2/19/2025		Re-Engagement	The student has full-time job and is no more interested in school.
2/19/2025		Re-Engagement	Texted the student.
2/19/2025		Re-Engagement	Student was very disrespectful, He does not think he has any work left done in Faith class. I encouraged him to speak to his teacher and Anna since he is at risk of getting disenrolled. He hung up the call.
2/19/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 11-18, 2025.
2/19/2025		Re-Engagement	Texted the student (Attempt 2).
2/19/2025		Re-Engagement	The student has moved to NY and is no more interested in school.

[redacted]			
2/19/2025	[redacted]	Re-Engagement	A student attends college and cannot attend school currently
2/19/2025	[redacted]	Re-Engagement	Student is very upset that we keep calling her about her attendance. She is not returning and would like for us to stop calling her.
2/19/2025	[redacted]	Re-Engagement	A student called us back and promised to come back to school
2/19/2025	[redacted]	Re-Engagement	Second attempt to contact the student—no answer. I have sent a text message
2/19/2025	[redacted]	Re-Engagement	The student was contacted regarding their attendance and confirmed their intention to return to class.
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	A student works and cannot attend school.
2/19/2025	[redacted]	Re-Engagement	Student has come back to class. Previously they wanted to be in the PM time, but they've changed their mind.
2/19/2025	[redacted]	Re-Engagement	Student has come back to class.
2/19/2025	[redacted]	Re-Engagement	She is waiting for her CICA transfer. I explained that she still needs to attend in person. She will return to class.
2/19/2025	[redacted]	Re-Engagement	Plans to return
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	Sent 2nd text. Haven't seen this year. Warned of unenrollment.
2/19/2025	[redacted]	Re-Engagement	Second attempt to contact the student—no answer. I have sent a text message
2/19/2025	[redacted]	Re-Engagement	Student has come back to class.
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	Phone is off. VM was left
2/19/2025	[redacted]	Re-Engagement	The student is afraid of immigration. He reached out to Ericka to transfer to CICA.
2/19/2025	[redacted]	Re-Engagement	Requested to transfer to CICA.
2/19/2025	[redacted]	Re-Engagement	Attempt 1: No answer and unable to leave a Vm. Text send.
2/19/2025	[redacted]	Re-Engagement	Student has not shown up yet. Sent text for re-engagement.
2/19/2025	[redacted]	Re-Engagement	Also sent text on 1/30 but no response.
2/19/2025	[redacted]	Re-Engagement	No answer. detailed VM was left
2/19/2025	[redacted]	Re-Engagement	Student contacted in regards to attendance. Left message.
2/19/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 11-18, 2025.
2/19/2025	[redacted]	Re-Engagement	A student answered the phone. I encouraged him to return to school and attend regularly

2/19/2025	[redacted]	Re-Engagement	Student talked to in person. He is working, attends when he can.
2/19/2025	[redacted]	Re-Engagement	Second attempt to contact the student—no answer. I have sent a text message
2/19/2025	[redacted]	Re-Engagement	Student has moved out of state. Will not be returning.
2/19/2025	[redacted]	Re-Engagement	Student has moved out of state. Will not be returning.
2/19/2025	[redacted]	Re-Engagement	Spoke with student in person on 2/18/25. The student has communicated coming more often if possible.
2/19/2025	[redacted]	Re-Engagement	Student was called in regards to attendance. She said she will begin to attend.
2/19/2025	[redacted]	Re-Engagement	A student answered the phone. I encouraged her to return to school. She also wants to shift to AM classes, I sent a request
2/19/2025	[redacted]	Re-Engagement	Second attempt to contact the student—no answer. I have sent a text message
2/19/2025	[redacted]	Re-Engagement	Texted the student.
2/19/2025	[redacted]	Re-Engagement	Texted the student (Attempt 2).
2/19/2025	[redacted]	Re-Engagement	Student works throughout the week, but has been coming more than once a week as of January 2025.
2/19/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 11-18, 2025.
2/20/2025	[redacted]	Re-Engagement	Due to their work schedule, the student is unable to attend school regularly.
2/20/2025	[redacted]	Re-engagement	The student got sick that is why she was not able to attended the class for a while but she is going to return back to class next week.
2/20/2025	[redacted]	Re-Engagement	I called the student a few times regarding her absence, but she did not answer. I sent her a text message and explained to attend her class by the deadline, otherwise, she would be disenrolled.
2/20/2025	[redacted]	Re-Engagement	I called the student a few times regarding her absence, but she did not answer. I sent her a text message and explained to attend her class by the deadline, otherwise, she would be disenrolled.
2/20/2025	[redacted]	Re-engagement	Tried calling, went to VM. Left a text message regarding attending.
2/20/2025	[redacted]	Re-Engagement	Left a text message informing the student about the attendance requirements and the risk of being dropped off due to her very low attendance (current attendance 5%). Recommended to complete assignments posted in Google Classroom and/or linked from Burlington English while she is unable to attend. The student responded she was sick. Would join lessons next week.
2/20/2025	[redacted]	Re-engagement	Sent student a text message regarding absences this week. Offered support.
2/20/2025	[redacted]	Re-engagement	Student consistently signs and leaves, and has never attended class. Today Fatemeh talked to her about that, and asked her if there was anything we can do to support her so she can start attending. Student stated she is unable to come to class. Fatemeh explained the requirements to be an in-person student. Student reiterated that she is unable to stay, or take the CASAS test which was scheduled today.
2/20/2025	[redacted]	Re-engagement	Sent a text message regarding absences, offered support. She mentioned she was sick last time we spoke.
2/20/2025	[redacted]	Re-engagement	Sent a text message regarding absences this week.

2/20/2025	[redacted]	Re-Engagement	Left a text message informing the student about her low attendance (total attendance is 14%) and the school attendance requirements. Recommended that she completes and turns in the assignments posted in Google classroom and/or linked from Burlington English while she is unable to attend.
2/20/2025		Re-engagement	Left voicemail
2/20/2025		Re-engagement	left voicemail
2/20/2025		Re-engagement	Left voicemail
2/20/2025		Re-engagement	Did not respond to the phone number given by emergency contact. Left message to emergency contact
2/20/2025		Re-engagement	Texted the student regarding absences this week.
2/20/2025		Re-Engagement	Attempt 2: Student will return to school.
2/20/2025		Re-Engagement	Called the student. He couldn't attend because he has had a training in San Diego for two weeks. He wasn't aware of the possibility to take a leave of absence which he would have taken. He says he is going to attend classes starting next week after the completion of his training in SD.
2/20/2025		Re-engagement	Finally was able to contact student in-person concerning chronic absenteeism and not completing any coursework for multiple years in Bridge. Student claims they are not interested in doing any work for course credit.
2/20/2025		Re-Engagement	Student texted back regarding their attendance, they said they have moved to San Francisco due to work, asked to transfer to CICA
2/20/2025		Re-Engagement	A student requested a proof of enrollment. I sent a request
2/20/2025		Re-Engagement	Made a second attempt to call a student regarding their attendance, student said that they have moved to another state and are not planning to return to classes.
2/20/2025		Re-engagement	Texted the student regarding absences this week.
2/20/2025		Re-Engagement	Made a second attempt to reach out the student regarding their attendance. Student said they have already started attending classes this week.
2/20/2025		Re-engagement	Student is back in class
2/20/2025		Re-Engagement	Made a second attempt to reach out to student regarding their attendance. The student said they have already returned to classes this week.
2/20/2025		Re-Engagement	Made a second attempt to reach out to the student regarding their attendance. Student said they have already showed up in a class this week
2/20/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he explained that he traveled to another city but pledged to attend his class by the deadline.

	[redacted]	[redacted]	
2/20/2025		Re-Engagement	I called the student multiple times regarding her absence. However, she did not answer my calls, I left her a voicemail explaining the importance of attendance and advised her to attend her class by the deadline, otherwise, she would be disenrolled.
2/20/2025		Re-Engagement	I called the student about his absence. He explained that last week they had a newborn baby, and he has been busy taking care of his wife. However, he assured me that he will attend class tomorrow, Friday, 02/21/2025.
2/20/2025		Re-Engagement	I contacted the student regarding her absence. She explained that she recently moved to a new apartment in the Arden area, making the commute too far since she doesn't have a car. She has already requested a transfer from Folsom Blvd to Backwid and is currently waiting for the transfer to be processed.
2/20/2025		Re-Engagement	I called the student regarding his absence and discussed the potential consequences. He explained that they recently had a newborn, and he has been busy, taking care of his wife. However, he assured me that he would attend by the deadline.
2/20/2025		Re-Engagement	I called the student regarding her absence multiple times. However, she did not answer my calls. I left her a voicemail and informed her of the potential consequences if she didn't attend by the deadline.
2/20/2025		Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls. I left him a voicemail and informed him of the potential consequences if he didn't attend by the deadline.
2/20/2025		Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls. I left him a voicemail and informed him of the potential consequences if he didn't attend by the deadline.
2/20/2025		Re-Engagement	I called the student regarding her absence and discussed the potential consequences. She explained that she recently had a newborn and underwent a C-section. However, she assured me that she would try to attend class by the deadline.
2/20/2025		Re-engagement	Left voicemail and sent text message
2/20/2025		Re-Engagement	Made a second attempt to reach out to the student regarding their attendance. Student said they are no longer interested in attending classes. Asked to be transferred out
2/20/2025		Re-engagement	Called, texted and left voicemail in emergency contact's line
2/20/2025		Re-engagement	Student will return to class today
2/20/2025		Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls. I left him a voicemail and informed him of the potential consequences if he didn't attend by the deadline.
2/20/2025		Re-engagement	Left voicemail and sent text message
2/20/2025		Re-engagement	Left voicemail and sent text message
2/20/2025		Re-engagement	Student will go to class this week

2/20/2025	[redacted]	Re-engagement	Student will return to class on 2/21
2/20/2025	[redacted]	Re-Engagement	I called the student regarding her absence and informed her of the potential consequences. She explained that she recently got a new job, and her work hours overlap with her class schedule. She requested a transfer to CICA or another location that offers late PM classes. She assured me that she will attend class and speak with her teacher to see if they can work out a schedule that accommodates her work hours.
2/20/2025	[redacted]	Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she pledged to attend the class by the deadline.
2/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding her absence. However, she did not answer my calls. I left her a voicemail and informed her of the potential consequences if she didn't attend by the deadline.
2/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding her absence. However, she did not answer my calls. I left her a voicemail and informed her of the potential consequences if she didn't attend by the deadline
2/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls. I left him a voicemail and informed him of the potential consequences if he didn't attend by the deadline.
2/20/2025	[redacted]	Re-engagement	Left voicemail and sent text message
2/20/2025	[redacted]	Re-Engagement	Made a second attempt to reach out to the student regarding their attendance. Student said they will show up till the end of this week
2/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls. I left him a voicemail and informed him of the potential consequences if he didn't attend by the deadline.
2/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls. I left him a voicemail and informed him of the potential consequences if he didn't attend by the deadline.
2/20/2025	[redacted]	Re-Engagement	I called the student regarding her absence. She explained that she had moved to West Sacramento and requested a transfer to the West Sacramento location.
2/20/2025	[redacted]	Re-Engagement	I called the student regarding her absence, she said that she traveled out of state and wants to return to class on Monday, 04/24/2025. Also, she is committed to continuing her studies but has requested a transfer to a location closer to Roseville.
2/20/2025	[redacted]	Re-Engagement	I called the student regarding his absence, he said that he traveled out of state and wants to return to class on Monday, 04/24/2025. Also, he is committed to continuing his studies but has requested a transfer to a location closer to Roseville.
2/20/2025	[redacted]	Re-Engagement	
2/20/2025	[redacted]	Re-Engagement	I called the student regarding her absence. She explained that she recently had a newborn and would like to request a LOA.
2/20/2025	[redacted]	Re-engagement	Student said she will try to go to class on 2/21
2/20/2025	[redacted]	Re-engagement	Called and sent text message

2/20/2025	[redacted]	Re-Engagement	The student didn't answer my phone calls. I had to leave a message informing her about the risk of being dropped off due to her low attendance. Also informed her that she couldn't be enrolled in AM and PM simultaneously. Asked her to return to class and/or inform about her plans with Highlands.
2/20/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/20/2025		Re-engagement	returns to class this week
2/20/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/20/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/20/2025		Re-Engagement	I called the student about his absence and let him know about the potential consequences. He stated that he moved to the new apartment and was busy but pledged to attend before the deadline.
2/20/2025		Re-Engagement	Called the student to ensure he understood attendance requirements. He informed he had started learning English in a private school, and that it was difficult for him to combine. According to him, he will try to improve his attendance.
2/20/2025		Re-engagement	Student will return to class this week
2/20/2025		Re-Engagement	The student is unable to attend due to transportation issues and wants to re-enroll in CICA
2/20/2025		Re-Engagement	The student is unable to attend due to transportation issues and wants to re-enroll in CICA.
2/20/2025		Re-engagement	left voicemail and sent text message
2/20/2025		Re-engagement	Student has returned to class
2/20/2025		Re-engagement	Sent text message and contacted students husband to send message for student
2/20/2025		Re-engagement	Left voicemail and sent text message
2/20/2025		Re-engagement	Student will return to class this week
2/20/2025		Re-engagement	Is already active back in class

[redacted]			
2/20/2025		Re-engagement	Left voicemail and sent text message
2/20/2025		Re-Engagement	The student can't attend because she is taking care of her baby.
2/20/2025		Re-engagement	Sent text message and called
2/20/2025		Re-engagement	left voicemail and sent text message
2/20/2025		Re-engagement	Student will return to class tomorrw
2/20/2025		Re-engagement	Left voicemail and text message - Contacted students husband and send message through him
2/20/2025		Re-engagement	Student will go to class tomorrow
2/20/2025		Re-engagement	Left voicemail and sent text message
2/20/2025		Re-engagement	Student will return to class this week
2/20/2025		Re-engagement	Student under LOA. Student will return on 25 feb
2/20/2025		Re-engagement	left voicemail and sent text message
2/20/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences. He explained that he lives in Roseville, and it takes him almost an hour to walk to the bus stop, followed by another hour of travel to get to class. He added that he would try to attend before the deadline.
2/20/2025		Re-Engagement	As student is waitlisted to desired location (Marconi) they asked for the waitlist information, explained the procedure of enrollment, average wait time and also encouraged student to attend classes at the previous location in order to stay enrolled.
2/20/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/20/2025		Re-engagement	Student will return to class

2/20/2025	[redacted]	e-engagement	Left voicemail, sent text message and contacted emergency contact - brother said he will transfer the message
2/20/2025		e-engagement	Student will return to class this week
2/20/2025		e-Engagement	I called the student regarding his absence and informed him of the potential consequences, he pledged to attend his class before the deadline.
2/20/2025		e-Engagement	I called the student regarding her absence and informed her of the potential consequences, she pledged to attend the class before the deadline.
2/20/2025		e-Engagement	I called the student about her absence and let her know of the potential consequences. She explained that she has a baby that needs her care but she pledged to attend the class by the deadline.
2/20/2025		e-engagement	Student will return to class
2/20/2025		e-Engagement	Plans to return
2/20/2025		e-Engagement	I called the student regarding her absence. She explained that she attended class today and assured me that she will continue attending regularly.
2/21/2025		e-engagement	This student contacted me on 02/20/25 and told me she moved to Natomas. She told me she would send her new address.
2/21/2025		e-Engagement	I texted the student due to her lack of attendance, but I never received an answer. I also was unable to reach her due to call restrictions.
2/21/2025		e-engagement	We called the student, but she did not pick up the phone, so we left her a message about coming to class more often.
2/21/2025		e-Engagement	I had a conversation with student regarding his low attendance. He also stays in the class for less than 1 hour. Student was informed about the attendance requirements. Para Aisha Rahimi translated for us. He said he had many children and his mornings were very busy. He declined online learning, and he works in the afternoon. He promises to do what he can to improve his attendance and participation in the academic process.
2/21/2025		e-Engagement	Student texted back saying STOP!!
2/21/2025		e-Engagement	I texted the student due to her lack of attendance and suggested CICA if she could not attend in person.
2/21/2025		e-Engagement	I received a text from the student apologizing for missing a lot of class. She hasn't been feeling well.
2/21/2025		e-Engagement	There was a loss in the family but the student will return to class.
2/21/2025		e-Engagement	I tried calling the student twice but was unable to reach him so sent him a text encouraging him to come to class more often.
2/21/2025		e-Engagement	Sent a text.
2/21/2025		e-Engagement	The student's husband called today and explained that his wife recently had a newborn and was advised by her doctor to rest. However, she attended class today (02/21/2025) to avoid being dropped. He mentioned that she plans to fully attend classes after her recovery, which may take up to 10 days. I advised her to attend class and discuss the situation with her teacher
2/21/2025		e-Engagement	He will be visiting his daughter out of state and will be absent from February 24 to March 16.
2/21/2025		e-Engagement	Student texted me asking to check whether his credits were updated. Credits are not updated yet.

2/21/2025	[redacted]	Re-engagement	Student returns to class today
2/21/2025		Re-Engagement	The student missed school this week due to work; he said, He would be back on Monday.""
2/21/2025		Re-engagement	left voicemail
2/21/2025		Re-engagement	left voicemail
2/21/2025		Re-engagement	left voicemail
2/21/2025		Re-engagement	unreachable
2/21/2025		Re-engagement	called - no response. Called emergency contact and no response either
2/21/2025		Re-engagement	left voicemail
2/21/2025		Re-engagement	returns to class today - was out sick
2/21/2025		Re-engagement	left voicemail
2/21/2025		Re-engagement	left voicemail
2/21/2025		Re-engagement	left voicemail
2/21/2025		Re-engagement	called and no response, called emergency contact and no response
2/21/2025		Re-engagement	left voicemail
2/21/2025		Re-engagement	left voicemail
2/21/2025		Re-engagement	phone out of service or out of network. Left message with emergency contact

2/21/2025	[redacted]	Re-engagement	left voicemail
2/21/2025	[redacted]	Re-engagement	left voicemail
2/21/2025	[redacted]	Re-engagement	phone out of network or out of service
2/21/2025	[redacted]	Re-Engagement	Student called me. Provided information about earned credits. They are not updated on the system yet
2/21/2025	[redacted]	Re-Engagement	I called [redacted], regarding her absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. She said due to the child birth she is not able to attend the in-person classes, she asked to transfer to CICA.
2/21/2025	[redacted]	Re-engagement	wrong phone number on spreadsheet
2/21/2025	[redacted]	Re-engagement	phone out of service or out of network
2/21/2025	[redacted]	Re-Engagement	Regarding [redacted] absences, I gave her a call. Encouraged increased attendance and provided help with any support or schedule need. Additionally, check about her transfer request; but the student did not respond.
2/21/2025	[redacted]	Re-engagement	Left voicemail
2/21/2025	[redacted]	Re-engagement	left voicemail
2/21/2025	[redacted]	Re-engagement	left voicemail
2/21/2025	[redacted]	Re-engagement	Messaged student to let her know that she is now back on my roster to complete the WFR credits. Asked her when she can come to class so we can review what she needs to do to finish these WFR credits.
2/21/2025	[redacted]	Re-Engagement	I called the student due to his lack of attendance and suggested the PM class if he could not make it to the school in the morning.
2/21/2025	[redacted]	Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls, so I left him a voicemail.
2/21/2025	[redacted]	Re-Engagement	Student shared a doctors note requesting LOA. I have connected with her teacher, principal and counselor in regards to her request.
2/21/2025	[redacted]	Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, she pledged to attend the class by the deadline.
2/21/2025	[redacted]	Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls, so I left him a voicemail.
2/21/2025	[redacted]	Re-Engagement	I called the student multiple times regarding her absence. However, she did not answer my calls, so I left her a voicemail.

[redacted]			
2/21/2025		Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls. I left him a voicemail
2/21/2025		Re-Engagement	I called the student multiple times regarding her absence. However, she did not answer my calls, so I left her a voicemail.
2/21/2025		Re-Engagement	The student missed school due to her daughter being sick; she said, She would be back on Monday.
2/21/2025		Re-engagement	Student is still waiting for CICA classes, but I reminded student about the attendance policy. Hasn't attended in-person for over a month.
2/21/2025		Re-Engagement	The student received my voice message and called back today. She confirmed that she attended class and plans to continue attending. However, she mentioned facing transportation issues and needing a childcare provider for her children while she attends class. I advised her to contact her case worker at DHA to see if she is eligible for childcare assistance
2/21/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences. She explained that she has young children and cannot leave them alone as her husband works full time. She requested a transfer to CICA, but I informed her that she is ineligible for transfer due to her current English proficiency level being at zero. She assured me that she would try to attend class at least three days a week.
2/21/2025		Re-Engagement	The student's husband called and informed me that his wife traveled overseas and would return in a few days, and she would attend her class.
2/21/2025		Re-Engagement	Left VM and sent a text message. I haven't seen the student in class for a while. She is coming and signing, but I haven't seen her in order to discuss the attendance issue.
2/21/2025		Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls, so I left him a voicemail.
2/21/2025		Re-engagement	We called the student and told her she needed to attend class. She told us she was ill and could not come, but she will start going to class soon.
2/21/2025		Re-Engagement	I called the student multiple times regarding her absence. However, she did not answer my calls, I left her a voicemail .
2/21/2025		Re-Engagement	The student got a job and has already requested a transfer to the PM schedule through her teacher. However, she has not yet received a response from the transfer team.
2/21/2025		Re-engagement	Student finally introduced themselves in person after months of sister signing the attendance sheet for them. Student fluency was assessed to be at bridge level. Academic and attendance standards were impressed upon them.
2/21/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences. She stated that she wants to CICA. I advised her to continue attending class while requesting the transfer. She assured me that she will attend class by the deadline.
2/21/2025		Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls. I left him a voicemail and informed him of the potential consequences if he didn't attend by the deadline.
2/21/2025		Re-Engagement	4th attempt. Left VM message and sent text.
2/21/2025		Re-Engagement	I called the student about her absence and informed her of the potential consequences. She mentioned having transportation issues and requested a transfer to CICA. I explained that she could not transfer to CICA because her current English proficiency level is zero.
2/21/2025		Re-Engagement	Student has return to class.

[redacted]			
2/21/2025		Re-engagement	After several confirmed months of having someone else sign in for this student, [redacted] finally introduced himself to the teacher in person. Academic and attendance standards were impressed upon him.
2/21/2025		Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my calls.
2/22/2025		Re-Engagement	Left a text message informing the student about the attendance requirements and urging him to resume his studies. The reason for Re-Engagement is low current attendance.
2/22/2025		Re-Engagement	Left a text message informing the student about the attendance requirements and urging him to resume his studies. The reason for Re-Engagement is low current attendance. Reminded him about online and evening learning opportunities if a job prevents him from attending in the morning.
2/24/2025		Re-engagement	The student did not answer. I left a VM to remind the student about attendance policy, and if he needs help to improve his attendance, he can talk to his teacher.
2/24/2025		Re-engagement	The student did not answer. I left a VM to let the student know that he has been absent for a long time. The student's name might be dropped from class. I offered school help to improve his attendance.
2/24/2025		Re-Engagement	Called the student due to her absences. She informed me she missed classes because her daughter was sick. Tomorrow the child will be in daycare, so [redacted] plans to be at school.
2/24/2025		Re-Engagement	I talked with her about her five days of absences from school. She said, she will come to school.
2/24/2025		Re-Engagement	I spoke with [redacted]. She said she works full time and she cannot attend the school.
2/24/2025		Re-Engagement	I left a voice message about her absences.
2/24/2025		Re-Engagement	Update: student mention that he will return to class.
2/24/2025		Re-Engagement	Called the student, but no answer. Left a text message urging him to resume his studies.
2/24/2025		Re-Engagement	Student's number is not active anymore
2/24/2025		Re-Engagement	Student has come back to class. They mentioned not being able to attend class because of their baby, but they're able to stay for a couple of minutes during period 3.
2/24/2025		Re-Engagement	Called the student but she didn't answer the call. Left a text message urging her to resume attending classes and asking if she needs any help. No respond so far.
2/24/2025		Re-Engagement	Student works Mon-Fri, but tries to attend for at least 30min to an hour once a week.
2/24/2025		Re-engagement	I called the student to remind her about the attendance policy. The student will try to attend more regularly.
2/24/2025		Re-Engagement	I spoke with the student about his absences and he said he wants to attend the school. He will be today or tomorrow.
2/24/2025		Re-Engagement	I left a voice message about her five days of absences from school. -
2/24/2025		Re-Engagement	The student's friend told me that he is in China now. He will be back in 2-3 months.
2/24/2025		Re-Engagement	Called the student because of his recent absences. He explained his job made it hard to combine work and studies. He said he would attend this week.
2/25/2025		Re-Engagement	I called to the student regarding to his attendance. He said he will try to be more present in the class.

2/25/2025	[redacted]	[redacted]	Re-Engagement	I called to the student regarding to his attendance, he didn't answer the phone. VML.
2/25/2025	[redacted]	[redacted]	Re-engagement	Student came to talk to me about her personal situation and demanded me making an exception for her so she can continue to sign and leave. I told her that was not possible, and that we will be scheduling a meeting with our principal to discuss this further. She signed her name on the attendance sheet and left. She was not happy with me.
2/25/2025	[redacted]	[redacted]	Re-Engagement	I called to the student regarding to her attendance, she said she has transportation problem.
2/25/2025	[redacted]	[redacted]	Re-Engagement	I called to the student regarding to his attendance he didn't answer the phone, VML.
2/25/2025	[redacted]	[redacted]	Re-engagement	Student communicated she attended class on Friday and Monday not to lose her spot. She is back as an active student
2/25/2025	[redacted]	[redacted]	Re-Engagement	Student came to class tonight and asked if he can start coming more often. He said he can't because of his work. He said we can delete him from the roster to make room for someone who can study with us. I asked him if he wanted us to add him to the wait list for CICA and he said not at this time.
2/25/2025	[redacted]	[redacted]	Re-Engagement	I called to the student regarding to her attendance, the student didn't answer the phone.
2/25/2025	[redacted]	[redacted]	Re-Engagement	I called to the student regarding to his attendance, he didn't answer the phone.VML.
2/26/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 19-25, 2025.
2/26/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 19-25, 2025.
2/26/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 19-25, 2025.
2/26/2025	[redacted]	[redacted]	Re-Engagement	
2/26/2025	[redacted]	[redacted]	Re-Engagement	Sent 2nd text. Warned of 10 days. No response
2/26/2025	[redacted]	[redacted]	Re-Engagement	I left voice message about her absences.
2/26/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 19-25, 2025.
2/26/2025	[redacted]	[redacted]	Re-Engagement	I spoke with the student about her 5 days of absence. She does not able to attend class because she moved to a different city.
2/26/2025	[redacted]	[redacted]	Re-engagement	Called student's number but no response. Left message on the emergency contact.
2/26/2025	[redacted]	[redacted]	Re-engagement	Text student to encourage complete high school diploma. Student should think and consider.
2/26/2025	[redacted]	[redacted]	Re-engagement	Had been out of town so couldn't contact the school, but will try to come back in 1 to 2 days.
2/26/2025	[redacted]	[redacted]	Re-Engagement	2nd text. No response...warned of disenrollment in 10 days.
2/26/2025	[redacted]	[redacted]	Re-engagement	Meeting with student to encourage completing high school diploma.
2/26/2025	[redacted]	[redacted]	Re-engagement	Busy with working. Will find time to come in.
2/27/2025	[redacted]	[redacted]	Re-Engagement	Waited too long for enrollment so started going to another school.
2/27/2025	[redacted]	[redacted]	Re-Engagement	Had a bad cough and said she'll come back when she feels better.
2/27/2025	[redacted]	[redacted]	Re-Engagement	Left a voice message

2/27/2025	[redacted]	Re-Engagement	Said she will arrange time to come in.
2/27/2025		Re-Engagement	The student return my call. I explained that he has been transferred out. I have shared the link and phone number to re-enrolled.
2/27/2025		Re-Engagement	The student said that he has to go to Vietnam to visit his dad. His dad is very old. He is 90s. He will return to class on 4/25/2025. I informed him of the possibility of being dropped.
2/28/2025		Re-engagement	Student informed me that he will be able to attend class only one time per week, starting when his transportation issues are resolved.
2/28/2025		Re-engagement	No answer, sent a text message.
2/28/2025		Re-engagement	Student is attending once per week because she has completed all academic credits and is waiting to graduate.
2/28/2025		Re-engagement	Texted the student regarding low attendance. Encouraged her to attend more.
2/28/2025		Re-engagement	Texted the student regarding low attendance. Encouraged her to attend more.
2/28/2025		Re-engagement	Student informed me that they are not able to attend for approximately 2 weeks due to family obligations. He is aware of attendance policy.
2/28/2025		Re-engagement	Student has completed all academic credits and is attending Unitek CTE.
2/28/2025		Re-engagement	Student attends 3 times per week due to employment.
2/28/2025		Re-engagement	Student informed me that she can only attend 2 days per week due to employment.
2/28/2025		Re-engagement	No answer, sent a text message.
2/28/2025		Re-engagement	Student can only attend class once per week due to her college schedule.
2/28/2025		Re-engagement	No answer, sent a text message.
2/28/2025		Re-engagement	No answer, sent a text message
2/28/2025		Re-engagement	Texted the student regarding low attendance. Encouraged her to attend more.
2/28/2025		Re-Engagement	Follow up phone call. The phone number is unreachable.
2/28/2025		Re-engagement	Student has completed all academic credits and is now attending CTE.
2/28/2025		Re-engagement	Texted the student regarding low attendance. Encouraged her to attend more.
2/28/2025		Re-Engagement	Follow up phone call and also reminded on eyeglasses pick up
2/28/2025		Re-Engagement	The student has attended only 3 times between November 22, 2024, and February 28, 2025. Paraeducators and I tried to reach out to the student urging her to return to classes and offering support if needed. Over the past three weeks she hasn't attended any classes, never submitted any homework. The student hasn't answered my calls, never called back, and has not responded to our text messages.

[redacted]			
2/28/2025		Re-engagement	No answer, sent a text message
2/28/2025		Re-engagement	The student let us know that she will be out for two weeks. She does not want to be dropped, and she usually attends class every day.
2/28/2025		Re-engagement	Student attended class yesterday and she will resume working on WFR. She can only attend once per week due to her family obligations and employment.
2/28/2025		Re-engagement	Student can only attend once or twice per week due to employment.
2/28/2025		Re-engagement	The student notified us that he will be abroad starting March 14th.
2/28/2025		Re-engagement	The student will be moving out to another state and can't continue with HCCTS.
2/28/2025		Re-engagement	Student can only attend once or twice per week due to employment.
2/28/2025		Re-engagement	Student has completed all academic credits and is waiting for the CTE program to begin.
2/28/2025		Re-engagement	Student can only attend once or twice per week due to health reasons.
2/28/2025		Re-engagement	Student is in the CTE program and is attending there.
2/28/2025		Re-engagement	Student is in the CTE program and is attending there.
2/28/2025		Re-engagement	Student completed all academic credits and is waiting to enroll in CTE program.
3/3/2025		Re-Engagement	I called the student regarding his absence. His daughter answered and explained that he requested a one-month LOA to attend his daughter's wedding in Afghanistan and will return in one month.
3/3/2025		Re-engagement	Called and left a Voicemail. No reply
3/3/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences. He explained that he was caring for his sick parent and plans to return by the due date.
3/3/2025		Re-Engagement	Left vm and texted.
3/3/2025		Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences. He explained that he was caring for his sick daughter and plans to return by the due date.
3/3/2025		Re-Engagement	Reached out to student to re-engage. He stated that he is still experiencing family issues but plans to attend class this week.
3/3/2025		Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025		Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025		Re-Engagement	Left vm and texted
3/3/2025		Re-Engagement	The student was contacted concerning their attendance. After an explanation of the attendance policy, the student indicated that they would return to class.
3/3/2025		Re-Engagement	Made a re-engagement phone call. Student didn't answer. Left a text msg.
3/3/2025		Re-Engagement	The student's mailbox is full, that is why I texted the student.

3/3/2025	[redacted]	[redacted]	e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
3/3/2025	[redacted]	[redacted]	e-Engagement	Student contacted about missing 5 classes.
3/3/2025	[redacted]	[redacted]	e-Engagement	The student called back and, after explaining the attendance policy, the student indicated that they will return to class.
3/3/2025	[redacted]	[redacted]	e-Engagement	I was unable to contact the student regarding their attendance. I sent a text message explaining the purpose of my call as their voicemail was not set up and advised them to reach out to me or their teacher if they have any questions.
3/3/2025	[redacted]	[redacted]	e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent TM.
3/3/2025	[redacted]	[redacted]	e-engagement	The student didn't answer his phone. I sent a text message encouraging the student to attend class.
3/3/2025	[redacted]	[redacted]	e-Engagement	I left a voicemail to the student who had been absent for several days to check on them and encourage their return to class.
3/3/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, left VM.
3/3/2025	[redacted]	[redacted]	e-engagement	Sent the following text message: Hey there! This is Richard O'Brien - your teacher. We've missed you at Highlands Community School. Can you let us know if you plan on returning? Your presence is important to us. Hope to here from you soon!
3/3/2025	[redacted]	[redacted]	e-engagement	Called the student, she stated that she has started attending college and will not be able to come to school.
3/3/2025	[redacted]	[redacted]	e-Engagement	I reached out to a student regarding attendance, but the number is not in service
3/3/2025	[redacted]	[redacted]	e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
3/3/2025	[redacted]	[redacted]	e-Engagement	I spoke with the student about his absences and he said he won't go to school anymore because he works every day.
3/3/2025	[redacted]	[redacted]	e-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	[redacted]	e-engagement	The student will return on March 4th.
3/3/2025	[redacted]	[redacted]	e-Engagement	I reached out to a student concerning his attendance. He is working, and that's why he is unable to attend classes. He is interested in studying at CICA. I submitted a transfer request on his behalf
3/3/2025	[redacted]	[redacted]	e-Engagement	The student's mailbox is full. I texted her.
3/3/2025	[redacted]	[redacted]	e-Engagement	I spoke with the student about her absences. She said she will come to school tomorrow.
3/3/2025	[redacted]	[redacted]	e-Engagement	He will go today and attempt to go at least 3 times a week,
3/3/2025	[redacted]	[redacted]	e-engagement	We called the student and reminded her to come to school more often. She said that she had a family emergency and could not attend class. The student has requested an LOA.
3/3/2025	[redacted]	[redacted]	e-engagement	No answer, sent a text message regarding attendance.
3/3/2025	[redacted]	[redacted]	e-engagement	had transportation issue, the student will resume class this week and will probably switch to A.M. classes.
3/3/2025	[redacted]	[redacted]	e-Engagement	I talked with her about her five days of absences from school. Today she was at school.
3/3/2025	[redacted]	[redacted]	e-Engagement	The student was contacted concerning their attendance. After an explanation of the attendance policy, the student indicated that they would return to class.
3/3/2025	[redacted]	[redacted]	e-Engagement	The student plans to return

[redacted]			
3/3/2025		e-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025		e-Engagement	Attempt 1. Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
3/3/2025		e-engagement	Student was contacted via email about task completion and attendance.
3/3/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
3/3/2025		e-Engagement	The student did not answer and I was unable to leave a VM. Text send: student responded that will return tomorrow to class.
3/3/2025		e-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message explaining the purpose of my call. I advised them to reach out to me or their teacher if they have any questions.
3/3/2025		e-Engagement	I got in touch with the student who had been absent for several days. The student is working now and has no intention of attending school.
3/3/2025		e-engagement	Called again. Phone call went through but no response. LVM.
3/3/2025		e-Engagement	Left vm and texted the student.
3/3/2025		e-Engagement	Update: She went to school today. Attempt 1: No answer, VM left
3/3/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
3/3/2025		e-engagement	Student was contacted via email about standards according to the student handbook in regards to attendance and task completion.
3/3/2025		e-Engagement	I called the student, regarding her absences and encouraged more frequent attendance and offered assistance with any scheduling or support needs. She was unable to attend school because of her sickness. She is feeling better and plans to come to class every day.
3/3/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule
3/3/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to come back to school till March, 7 due to a lack of transportation
3/3/2025		e-Engagement	Left vm and texted
3/3/2025		e-Engagement	The student Plans to Return
3/3/2025		e-Engagement	Attempt 1. Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
3/3/2025		e-engagement	We called the student and reminded her to come to class more often. She told us that she will come to class soon, probably tomorrow.
3/3/2025		e-Engagement	The student Plans to Return
3/3/2025		e-Engagement	I called [redacted] regarding her absence, she didn't respond my call.
3/3/2025		e-engagement	Student is going to be absent for the whole month of March 2025 due to Ramadan.
3/3/2025		e-engagement	Student is going to be absent for the whole month of March 2025 due to Ramadan.
3/3/2025		e-Engagement	I reached out to a student regarding attendance, and they promised to return to school.

3/3/2025	[redacted]	[redacted]	e-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	[redacted]	e-Engagement	I called students on 3/3/25 at 3:13pm, and his phone was not working.
3/3/2025	[redacted]	[redacted]	e-Engagement	I called the student regarding her absence. She explained that she had moved to Rancho Cordova and requested a transfer. I advised her to attend classes until the transfer is finalized. She committed to attending by the deadline.
3/3/2025	[redacted]	[redacted]	e-engagement	Student is going to be absent for the whole month of March 2025 due to Ramadan.
3/3/2025	[redacted]	[redacted]	e-Engagement	Made a re-engagement call. Student didn't answer. Left a text msg
3/3/2025	[redacted]	[redacted]	e-Engagement	Left vm and texted
3/3/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
3/3/2025	[redacted]	[redacted]	e-Engagement	Tried to reach out to student several times during February, 2025 with no response. On 02/24 he sent me a message though informing that his work schedule had changed and that's why he was unable to attend classes. I offered help, also reminded him about evening classes and/or online ones but he just thanked and said goodbye. He hasn't attended any classes since then. Today I left a message for him with the link to the video Attendance Message for Our Students"."
3/3/2025	[redacted]	[redacted]	e-Engagement	In an effort to adhere to Highlands' attendance standards and expectations, I reached out to the student with a message encouraging more frequent class attendance. Additionally, I included a link to the video titled Attendance Message for Our Students" for their consideration."
3/3/2025	[redacted]	[redacted]	e-Engagement	I got in touch with the student who had been absent for several days to check on them and encourage their return to class. He has promised to come today.
3/3/2025	[redacted]	[redacted]	e-Engagement	The student was called three times but didn't answer. A voice massage was left about the new rules that any student who has 10 unexcused absences in a row may be disenrolled.
3/3/2025	[redacted]	[redacted]	e-Engagement	I left a voicemail to the student who had been absent for several days to check on them and encourage their return to class.
3/3/2025	[redacted]	[redacted]	e-Engagement	I left a voicemail to the student who had been absent for several days to check on them and encourage their return to class.
3/3/2025	[redacted]	[redacted]	e-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message explaining the purpose of my call. I advised them to reach out to me or their teacher if they have any questions.
3/3/2025	[redacted]	[redacted]	e-Engagement	The student called back and after explaining the attendance policy, the student indicated that they would return to class.
3/3/2025	[redacted]	[redacted]	e-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	[redacted]	e-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	[redacted]	e-Engagement	In an effort to adhere to Highlands' attendance standards and expectations, I reached out to the student with a message encouraging more frequent class attendance. Additionally, I included a link to the video titled Attendance Message for Our Students" for their consideration."
3/3/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
3/3/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.

3/3/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding his absence and informed him of the potential consequences. He mentioned that he couldn't attend due to his work schedule but would try to attend as much as possible before the deadline.
3/3/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week. Student requested a site transfer, sent request to Enrollment team.
3/3/2025	[redacted]	[redacted]	Re-Engagement	The student started attending college and does not have time for school.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	[redacted]	Re-engagement	The student will not return to class.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but there was no answer. I left a voicemail and a text message.
3/3/2025	[redacted]	[redacted]	Re-Engagement	The student plans to return
3/3/2025	[redacted]	[redacted]	Re-Engagement	I called and texted him around 3:10 p.m. on March 3rd/25. This site is far from him, and he does not have a car, so he cannot come every day; he might attend the class twice a week.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I spoke with the student about her absences. She is familiar with the rules. She has small baby and she said she will be at school on Wednesday.
3/3/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I tried to reach out to a student concerning her attendance, no answer, the number is not in service
3/3/2025	[redacted]	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	[redacted]	Re-engagement	No answer, sent a text message regarding attendance
3/3/2025	[redacted]	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school. Asked to transfer him to PM classes. I submitted a request
3/3/2025	[redacted]	[redacted]	Re-Engagement	Attempt 1. Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
3/3/2025	[redacted]	[redacted]	Re-engagement	Call and text student for orientation.
3/3/2025	[redacted]	[redacted]	Re-Engagement	Called the student. She said she couldn't attend due to work and health issues. Also the student informed me she would attempt to contact the registration office this week in an effort to transition to online classes, as she is now unable to attend in person regularly.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but there was no answer. I left a voicemail and a text message.
3/3/2025	[redacted]	[redacted]	Re-Engagement	He visited his country and plans to return to school once he returns to the USA.
3/3/2025	[redacted]	[redacted]	Re-engagement	Student was contacted via email about standards according to the student handbook in regards to attendance and task completion.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I left a voice message about her absences last week.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding his absence and informed him of the potential consequences, he stated that he couldn't attend due to his work schedule but would try to attend as much as possible.

3/3/2025	[redacted]	Re-Engagement	Made a re-engagement call. Student will start attending soon
3/3/2025	[redacted]	Re-Engagement	The student Plans to Return
3/3/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	Re-Engagement	The student Plans to Return
3/3/2025	[redacted]	Re-Engagement	I got in touch with the student who had been absent for several days to check on them and encourage their return to class. He has promised to come today or later this week.
3/3/2025	[redacted]	Re-Engagement	She was out of the state but is returning to class today.
3/3/2025	[redacted]	Re-Engagement	I left a voicemail to the student who had been absent for several days to check on them and encourage their return to class.
3/3/2025	[redacted]	Re-engagement	Student was contacted via email about standards according to the student handbook in regards to attendance and task completion.
3/3/2025	[redacted]	Re-Engagement	I called the student, regarding his absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. He moved to a new address and would try his best to attend his class on Wednesday 3/5/25.
3/3/2025	[redacted]	Re-Engagement	Student was contacted by email, brain, and phone about missed classes and about returning to class or face the risk of disenrollment.
3/3/2025	[redacted]	Re-Engagement	Student responded to phone call and stated that they would come to class the next day on 03/04/2025
3/3/2025	[redacted]	Re-Engagement	Student was placed on the 10-day absence list. Called to re-engage. He shared that his counselor initiated a transfer to the PM class and he will start on March 10.
3/3/2025	[redacted]	Re-engagement	Student said he has been busy and will come back tomorrow 3/4/2025.
3/3/2025	[redacted]	Re-Engagement	The student Plans to Return
3/3/2025	[redacted]	Re-Engagement	The student was contacted concerning their attendance. After an explanation of the attendance policy, the student indicated that they would return to class.
3/3/2025	[redacted]	Re-engagement	Sent the following text message: Hey there! This is Richard O'Brien - your teacher. We've missed you at Highlands Community School. Can you let us know if you plan on returning? Your presence is important to us. Hope to here from you soon!
3/3/2025	[redacted]	Re-Engagement	Left vm and texted
3/3/2025	[redacted]	Re-Engagement	I called the student regarding her absence. She explained that she secured a job and is unable to attend but plans to return after a few months.
3/3/2025	[redacted]	Re-Engagement	I called the student, regarding her absences and encouraged more frequent attendance and offered assistance with any scheduling or support needs. She didn't respond my call, but I talked to her husband and he said, [redacted] was busy with her job schedule and wasn't able to come to class. He mentioned, [redacted] will attend her class tomorrow, Tuesday 3/3/25". "
3/3/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	Re-Engagement	I called the student, regarding his absences to encouraged more frequent attendance and offered assistance with any scheduling or support needs. He was busy with his job schedule and wasn't able to come to class. He will attend his class tomorrow, Tuesday 3/3/25.

3/3/2025	[redacted]	[redacted]	Re-engagement The number is no longer in service.
3/3/2025			Re-Engagement The student's mailbox is full, that is why I texted the student.
3/3/2025			Re-Engagement The student is now working am, she is waiting to hear back to tranfer to pm classes. I have also shared the registration link as well.
3/3/2025			Re-engagement Sent the following text message: Hey there! This is Richard O'Brien - your teacher. We've missed you at Highlands Community School. Can you let us know if you plan on returning? Your presence is important to us. Hope to here from you soon!
3/3/2025			Re-Engagement The student Plans to Return
3/3/2025			Re-Engagement In an effort to adhere to Highlands' attendance standards and expectations, I reached out to the student with a message encouraging more frequent class attendance. Additionally, I included a link to the video titled Attendance Message for Our Students" for their consideration."
3/3/2025			Re-Engagement Attempt 1. Called student to remind them about the importance of attendance and attendance rules. No answer, left VM.
3/3/2025			Re-Engagement The student's mailbox is full, that is why I texted the student.
3/3/2025			Re-engagement Contact student for orientation. Call and text but no response.
3/3/2025			Re-Engagement I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message explaining the purpose of my call. I advised them to reach out to me or their teacher if they have any questions.
3/3/2025			Re-Engagement The student called back. After I explained the attendance policy, they indicated that they will improve their attendance.
3/3/2025			Re-Engagement Left vm and texted
3/3/2025			Re-Engagement I reached out to a student regarding attendance, but the number is not in service
3/3/2025			Re-Engagement I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025			Re-Engagement Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
3/3/2025			Re-Engagement Student was contacted by phone, email, and brain regarded their absences. They were informed that they are at risk of disenrollment because of their absences and the student informed me that they would be back to class on 03/05/2025
3/3/2025			Re-Engagement Left vm and texted
3/3/2025			Re-engagement I called [redacted] regarding their absence. The student was absent because he was sick. He should be back tomorrow 3/4/2025.
3/3/2025			Re-Engagement Left vm and texted
3/3/2025			Re-Engagement Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
3/3/2025			Re-Engagement Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
3/3/2025			Re-Engagement Left vm and texted
3/3/2025			Re-Engagement I reached out to a student regarding attendance, but there was no answer. I left a voicemail and a text message.

3/3/2025	[redacted]	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
3/3/2025	[redacted]	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. Phone is not in service, left VM.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I got in touch with the student who had been absent for several days to check on them and encourage their return to class. She has promised to come today or later this week.
3/3/2025	[redacted]	[redacted]	Re-Engagement	The student was contacted concerning their attendance. After an explanation of the attendance policy, the student indicated that they would return to class.
3/3/2025	[redacted]	[redacted]	Re-engagement	Student was contacted via email about standards according to the student handbook in regards to attendance and task completion.
3/3/2025	[redacted]	[redacted]	Re-Engagement	The student was contacted concerning their attendance. After an explanation of the attendance policy, the student indicated that they would return to class.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding his absence, he mentioned that he was busy with his kids' appointments but promised to return before the deadline.
3/3/2025	[redacted]	[redacted]	Re-engagement	We called the student on 03/03/2025; she didn't answer the phone.
3/3/2025	[redacted]	[redacted]	Re-engagement	I sent a text message regarding student's absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I left a voicemail to the student who had been absent for several days to check on them and encourage their return to class.
3/3/2025	[redacted]	[redacted]	Re-Engagement	Update: spoke to the student, she will return tomorrow.
3/3/2025	[redacted]	[redacted]	Re-Engagement	Attempt 1: No answer, detailed VM left
3/3/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding her absence. She mentioned that she requested a transfer and is awaiting the result. I advised her to attend classes until it's finalized, and she committed to attending by the deadline.
3/3/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
3/3/2025	[redacted]	[redacted]	Re-engagement	The student has moved out to another state and can't continue with HCCTS
3/3/2025	[redacted]	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but there was no answer. I left a voicemail and a text message.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but there was no answer. I left a voicemail and a text message.
3/3/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week. Student also said they are waiting for the transfer to Hillsdale to pm class
3/3/2025	[redacted]	[redacted]	Re-engagement	Student is going to be absent for the whole month of March 2025 due to Ramadan.
3/3/2025	[redacted]	[redacted]	Re-Engagement	The student was contacted concerning their attendance. After an explanation of the attendance policy, the student indicated that they would return to class.
3/3/2025	[redacted]	[redacted]	Re-engagement	Student is going to be absent for the whole month of March 2025 due to Ramadan.
3/3/2025	[redacted]	[redacted]	Re-Engagement	I spoke with the student about her absences last week. She was at school today.

[redacted]	[redacted]		
3/3/2025	[redacted]	Re-engagement	Sent the following text message: Hey there! This is Richard O'Brien - your teacher. We've missed you at Highlands Community School. Can you let us know if you plan on returning? Your presence is important to us. Hope to hear from you soon!
3/3/2025	[redacted]	Re-Engagement	Left VM and sent text about attendance.
3/3/2025	[redacted]	Re-engagement	Student said she will be back tomorrow 3/4/2025. She said she has been busy with work.
3/3/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	Re-Engagement	I left a voice message about his absences.
3/3/2025	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message explaining the purpose of my call. I advised them to reach out to me or their teacher if they have any questions.
3/3/2025	[redacted]	Re-Engagement	I got in touch with the student who had been absent for several days to check on them and encourage their return to class. He has promised to come today.
3/3/2025	[redacted]	Re-engagement	The student has a young child who requires care, which is why he was unable to attend school. However, he will begin coming to school starting next week.
3/3/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but they are no longer interested in attending school.
3/3/2025	[redacted]	Re-Engagement	Left VM and sent text regarding attendance.
3/3/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
3/3/2025	[redacted]	Re-Engagement	In an effort to adhere to Highlands' attendance standards and expectations, I reached out to the student with a message encouraging more frequent class attendance. Additionally, I included a link to the video titled Attendance Message for Our Students" for their consideration."
3/3/2025	[redacted]	Re-Engagement	I called the student, regarding his absences and encouraged more frequent attendance and offered assistance with any scheduling or support needs. But his wife responded my call and she mentioned [redacted] was busy with his job schedule. She will talk to her husband and ask him to attend his school tomorrow 3/4/25.
3/3/2025	[redacted]	Re-engagement	Messaged student to follow up with the communication made by J. Powers regarding attendance. Encouraged student to attend on 3/7/25, per her communication with J. Powers.
3/3/2025	[redacted]	Re-Engagement	Left vm and texted
3/3/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
3/3/2025	[redacted]	Re-Engagement	I spoke with the student about his absences. He is familiar with the rules. He works out of the town for one week and can attend class every other week.
3/3/2025	[redacted]	Re-engagement	[redacted] send email to ABC and teacher grant for her return.
3/3/2025	[redacted]	Re-Engagement	Texted the student, as it is impossible to reach the student
3/3/2025	[redacted]	Re-Engagement	Called the student and informed him that he is eligible to attend the school. The student confirmed that he is planning to come to school tomorrow, 03/04/2025.
3/3/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said her child was ill but this week she is ready to return to class

[redacted]			
3/3/2025	[redacted]	e-Engagement	The student changed the home address. Promised to return the devices.
3/3/2025	[redacted]	e-Engagement	Attempt 1: No answer. VM left
3/3/2025	[redacted]	e-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	e-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	e-engagement	Student was contacted via email about standards according to the student handbook in regards to attendance and task completion.
3/3/2025	[redacted]	e-engagement	We called the student and reminded him to come to class. Because of work, he has a busy schedule. He requested to be dropped from the class.
3/3/2025	[redacted]	e-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
3/3/2025	[redacted]	e-Engagement	Moved to another state and is no longer interested in school
3/3/2025	[redacted]	e-Engagement	Left VM and sent text about attendance.
3/3/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to come back to school till March, 7 due to their work at another state
3/3/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to come back to school till March, 7 due to their work at another state
3/3/2025	[redacted]	e-Engagement	The student Plans to Return
3/3/2025	[redacted]	e-engagement	The student will return to class tomorrow 3/4/2025
3/3/2025	[redacted]	e-Engagement	The student Plans to Return
3/3/2025	[redacted]	e-engagement	The student will return to class tomorrow 3/4/2025
3/3/2025	[redacted]	e-Engagement	The student plans to Return
3/3/2025	[redacted]	e-Engagement	The student plans to return
3/3/2025	[redacted]	e-Engagement	Called the student. He informed me he would attend classes this week. Additionally I sent hm the link to the video Attendance Message for Our Students"."
3/3/2025	[redacted]	e-Engagement	Student was contacted by phone, email, and brain app regarded their absences.
3/3/2025	[redacted]	e-Engagement	Student answered the phone and told me that they had already requested to be switched to Cica.
3/4/2025	[redacted]	e-Engagement	The student came back to class today. She was absent because she was sick.
3/4/2025	[redacted]	e-Engagement	Attempt 2 calling student regarding their attendance. No answer, sent text. -
3/4/2025	[redacted]	e-Engagement	I called the student regarding his absence, and his daughter answered. She mentioned that it's too far for him to commute to his current class and that he has already submitted a transfer request to the Laguna location. I advised her to tell her father to continue attending his current class until the transfer is completed. She assured me that he would attend moving forward.
3/4/2025	[redacted]	e-Engagement	Attempt 2 calling a student regarding their attendance. No answer, sent text
3/4/2025	[redacted]	e-Engagement	Attempt 2 calling a student regarding their attendance. Student is unreachable, sent text

[redacted]			
3/4/2025		Re-Engagement	I made a second attempt to reach out to the student, but unfortunately, there was no response.
3/4/2025		Re-Engagement	Attempt 2. Called student regarding their attendance and attendance rules. No answer, sent text.
3/4/2025		Re-engagement	had a work schedule conflict, the student will continue class and will probably switch to A.M. classes or CICA.
3/4/2025		Re-Engagement	Attempt 2. Called student regarding their attendance. Phone is not in service, sent text.
3/4/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Student is unreachable, sent text
3/4/2025		Re-engagement	Made 3rd re-engagement call regarding their attendance.
3/4/2025		Re-engagement	We talked to the student and reminded him to attend school more often. He told us that he had a family emergency, but he promised to come to class more often starting next week.
3/4/2025		Re-Engagement	I called the student about her absence and informed her of the potential consequences. She said she was sick but assured me she would return to class before the deadline.
3/4/2025		Re-Engagement	No answer. Sent the student a text message regarding her absences.
3/4/2025		Re-Engagement	I made a second attempt to reach out to the student, but unfortunately, there was no response.
3/4/2025		Re-Engagement	I made a second attempt to reach out to the student, but unfortunately, there was no response.
3/4/2025		Re-Engagement	Attempt 1. Called student regarding their attendance. Phone is not in service, sent text
3/4/2025		Re-Engagement	I made a second attempt to reach out to the student, but unfortunately, there was no response.
3/4/2025		Re-Engagement	Sent the student a text message regarding her absences.
3/4/2025		Re-Engagement	I called the student about his absence and informed him of the potential consequences. He explained that he had traveled to Los Angeles and confirmed that he attended class today, 03/04/2025. He assured me that he will continue attending class moving forward.
3/4/2025		Re-Engagement	I called the student regarding her absence and informed her of the potential consequences, She stated that she couldn't attend due to her work schedule but would try to attend moving forward.
3/4/2025		Re-Engagement	I called the student regarding her absence. She explained that it's too far to commute to the class because she doesn't have a car. However, she plans to re-enroll once she purchases a car.
3/4/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Student said that they have already resumed attending classes this week
3/4/2025		Re-Engagement	I called the student regarding her absence. She explained that she had recently moved to Carmichael, and it was too far for her to commute to Center Parkway. She requested a transfer to College Oak, but her request was denied due to a large waitlist.
3/4/2025		Re-Engagement	The student plans to return.
3/4/2025		Re-Engagement	The student said that he can't arrange his work time. He can't come to class at the moment. He is trying to get his boss to give him some time off, so he can come back to school.
3/4/2025		Re-Engagement	The student's sister said that she is in Vietnam now.
3/4/2025		Re-Engagement	I made a second attempt to reach out to the student, but unfortunately, there was no response.
3/4/2025		Re-Engagement	Student texted back regarding their attendance, and said they will resume attending classes March, 6

3/4/2025	[redacted]	Re-Engagement	Attempt 2. Called student to remind them about the importance of attendance and attendance rules. No answer, sent text.
3/4/2025	[redacted]	Re-Engagement	I made a second attempt to reach out to the student, but unfortunately, there was no response.
3/4/2025	[redacted]	Re-Engagement	Attempt 2 calling a student regarding their attendance. Student said they were out of town but have already resumed attending classes on February, 28
3/4/2025	[redacted]	Re-Engagement	Attempt 2 calling a student regarding their attendance. Student said they were out of town but have already resumed attending classes on February, 28
3/4/2025	[redacted]	Re-Engagement	I made a second attempt to reach out to the student, but unfortunately, there was no response.
3/4/2025	[redacted]	Re-Engagement	I made a second attempt to reach out to the student, but unfortunately, there was no response.
3/4/2025	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message explaining the purpose of my call. I advised them to contact me or their teacher with any questions.
3/4/2025	[redacted]	Re-engagement	Student confirmed on the phone would like to drop out from PM (THAO NGUYEN) . She registered online for her 2 hours course from another school.
3/4/2025	[redacted]	Re-Engagement	No answer. Sent the student a text message regarding his absences.
3/4/2025	[redacted]	Re-Engagement	The student is unable to attend due to his work schedule and mentioned that he has already requested a transfer to CICA.
3/5/2025	[redacted]	Re-engagement	left voicemail and text message
3/5/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025	[redacted]	Re-Engagement	I attempted to contact the student multiple times regarding her absence, but her phone went to voicemail. I left a voice message informing her that if she doesn't attend by the deadline, March 7, she will be unenrolled from the class.
3/5/2025	[redacted]	Re-Engagement	Attempt 2. No answer.
3/5/2025	[redacted]	Re-Engagement	The student plans to return. Had problems with the car.
3/5/2025	[redacted]	Re-Engagement	Attempt 2. No answer.
3/5/2025	[redacted]	Re-Engagement	Attempt 2. No answer.
3/5/2025	[redacted]	Re-Engagement	I contacted the student regarding his absence. He explained that his work hours conflict with his class schedule but assured me that he would try to attend as much as possible.
3/5/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025	[redacted]	Re-engagement	I have contacted the student, and he has expressed interest in moving to CICA because he lacks transportation to attend school.
3/5/2025	[redacted]	Re-engagement	I've contacted the student. She has informed me that she doesn't have personal transportation and is hoping to be back in class this week
3/5/2025	[redacted]	Re-Engagement	Student answered back regarding the re-engagement notice sent to them this week and said they will resume classes this week on March, 6
3/5/2025	[redacted]	Re-Engagement	Attempt 2. No answer.
3/5/2025	[redacted]	Re-Engagement	Student emailed noting that she has missed class due to illness. She hopes to return to class later this week.

[redacted]			
3/5/2025		Re-engagement	Student is returning to class. Student just had a huge move out, from her old address to her new location in Roseville. This is why she was absent.
3/5/2025		Re-engagement	left voicemail and sent text message
3/5/2025		Re-engagement	Student is still recovering from accident. Will return to Highlands
3/5/2025		Re-engagement	Student is back in class and is aware of attendance policy
3/5/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences. He explained that he is enrolled in an online IT program and is expected to graduate by March 15. He is requesting an extension to return to class by that date.
3/5/2025		Re-engagement	left voicemail and sent text message
3/5/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025		Re-Engagement	Attempt 2. No answer.
3/5/2025		Re-Engagement	Attempt 2. No answer.
3/5/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025		Re-Engagement	Called the student. The student is no longer interested in school.
3/5/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025		Re-engagement	Student will attend class on 3/6
3/5/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025		Re-Engagement	The student said that she has some family emergency. She will go back to class next week.
3/5/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025		Re-engagement	Student is returning to class on March 6
3/5/2025		Re-engagement	Student will return to class tomorrow march 6
3/5/2025		Re-engagement	sent text message and left voicemail

3/5/2025	[redacted]	Re-engagement	sent text message. Phone wont take voicemails
3/5/2025	[redacted]	Re-engagement	Student is back in class since Mon Mar 3
3/5/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025	[redacted]	Re-Engagement	The student said that she just moved to Yuba City and is taking class there now. She is waiting for her transfer request to be completed.
3/5/2025	[redacted]	Re-engagement	left voicemail and sent text message
3/5/2025	[redacted]	Re-Engagement	I called the student multiple times regarding his absence, but he did not answer. I left a voicemail explaining the consequences if he does not return to class by March 7, 2025.
3/5/2025	[redacted]	Re-engagement	Student is returning to class
3/5/2025	[redacted]	Re-Engagement	I called the student about his absence and informed him of the potential consequences. He said he attended his class on 03//03/2025 and will continue to do so.
3/5/2025	[redacted]	Re-Engagement	The student Plans to Return
3/5/2025	[redacted]	Re-Engagement	I called the student regarding her absence. She explained that she has young children and does not have childcare, and her husband is working. She mentioned that she will try to attend at least three days a week.
3/5/2025	[redacted]	Re-Engagement	Attempt 2. No answer.
3/5/2025	[redacted]	Re-Engagement	I called the student multiple times regarding his absence, but he did not answer. I left him a voicemail explaining that if he does not attend by March 7, 2025, he will be unenrolled from the school.
3/5/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence, and she explained that she had been sick. However, she attended class today, 03/05/2025, and assured me that she would continue attending moving forward.
3/5/2025	[redacted]	Re-Engagement	Attempt 2. No answer.
3/5/2025	[redacted]	Re-engagement	left voicemail and text message
3/5/2025	[redacted]	Re-Engagement	Attempt 2. No answer.
3/5/2025	[redacted]	Re-Engagement	Attempt 2. No answer.
3/5/2025	[redacted]	Re-Engagement	Attempt 2. No answer.
3/5/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025	[redacted]	Re-Engagement	I called the student regarding her absence from class. She said she attended her class today and will continue to do so.
3/5/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.

3/5/2025	[redacted]	Re-engagement	Student is back in class
3/5/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025		Re-Engagement	I spoke with him on 3/4/25, and he stated that the doctor had advised him not to go outside until he was better. He will return to school once he is allowed to go outside.
3/5/2025		Re-Engagement	I spoke with her on 3/4/25, and he said the doctor told her not to go outside until she was better. She will return to school once she is allowed to go outside.
3/5/2025		Re-Engagement	I called the student regarding her absence. She explained that she was busy with her work schedule but plans to return before the deadline.
3/5/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences. He explained that he is unable to attend due to the long commute from his home.
3/5/2025		Re-Engagement	I called the student regarding his absence. He explained that he was busy with appointments. However, he attended class today, 03/05/2025, and assured me he will continue attending moving forward.
3/5/2025		Re-engagement	Student will return to class
3/5/2025		Re-Engagement	I called the student regarding his absence. He explained that he is working and occasionally unable to attend, but assured me he will try to adjust his schedule to attend class.
3/5/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025		Re-Engagement	The student plans to return. Her children were sick that is why she missed some lessons.
3/5/2025		Re-Engagement	Attempt 2. No answer.
3/5/2025		Re-Engagement	Student contacted about missing 5 classes in a row between February 26-March 4, 2025.
3/5/2025		Re-engagement	I called the student, and she informed me that she is attending college and won't be returning to school
3/5/2025		Re-Engagement	I contacted the student regarding his absence and explained the potential consequences. He explained that he recently had a newborn and requested LOA to care for his wife. He mentioned that his absence should not be counted. I advised him to attend class before the deadline and speak directly with his teacher about the situation. He agreed to attend and discuss the matter with his teacher.
3/5/2025		Re-Engagement	The student said that he is in China now. He will not be able to come to class at the moment. He will come back to class when he is back. Informed him of the possibility of being dropped for too many absences.
3/6/2025		Re-Engagement	I called the student due her poor attendance but was unable to connect.
3/6/2025		Re-Engagement	I texted the student regarding his absence, advising him to return to class before the deadline and reminding him of the potential consequences if he does not attend.
3/6/2025		Re-engagement	Phone disconnected.
3/6/2025		Re-engagement	The student mentioned will return on March 6th.
3/6/2025		Re-Engagement	3/6: The student informed me she would return to school.
3/6/2025		Re-Engagement	Attempt #1: I sent a text message to the student regarding their attendance.

[redacted]	[redacted]	3/6/2025	Re-Engagement	I sent a text message to the student regarding their attendance.
		3/6/2025	Re-Engagement	Called student and sent text message, looking to re-engage. Student attended class the next day.
		3/6/2025	Re-Engagement	Sent student a text to re-engage. Awaiting response.
		3/6/2025	Re-Engagement	I tried to call the student multiple times regarding her absence. However, she did not answer. I left her a voicemail advising her to attend class by March 7, 2025, or she would be unenrolled from the class.
		3/6/2025	Re-engagement	Student attended class today after a re-engagement call. He told us that due to his job, he can only attend twice a week. We showed him the attendance video, and he said he would try his best to come to class when he can. Student did very well in class so it looks like his actual level might be higher than L2.
		3/6/2025	Re-Engagement	The student attended after some break, stayed for 30 minutes in the class, left. He watched the video message about attendance in the class and was offered help with finding home/class work in GC, also with using BE, in case he doesn't attend. His current last month attendance is 19%. He has never turned in any work.
		3/6/2025	Re-Engagement	Sent text to student to re-engage. Awaiting response.
		3/6/2025	Re-Engagement	I reached out to the student to re-engage. She stated that she believed she had already graduated. I informed her that she still needs 10 more credits and appears to have not completed her CTE program. I encouraged her to re-enroll to complete her credits and participate in a CTE program. She expressed confusion, unsure why she received a cap and gown and attended the ceremony via Zoom. She asked me to look into the matter, so I emailed her last counselor for clarification.
		3/6/2025	Re-Engagement	I sent a text message to the student regarding their attendance.
		3/6/2025	Re-engagement	Student is aware of attendance policy and is committed to staying at Highlands
		3/6/2025	Re-Engagement	3/6: The student has started a new job and is unable to attend class.
		3/6/2025	Re-Engagement	I called the student, regarding his absences and encouraged more frequent attendance and offered assistance with any scheduling or support needs. He said I'm a college student and have a full time job. I can't come to school anymore'' and he requested to drop the class. ''
		3/6/2025	Re-engagement	Student's wife, [redacted], also a student in my class, let me know that her husband, [redacted], is requesting to be dropped because he is a college student. I am sending the request to SOR.
		3/6/2025	Re-engagement	The student mentioned they were absent due to illness and will be back on March 10th.
		3/6/2025	Re-engagement	Reached out to the student multiple times, but no response yet.
		3/6/2025	Re-Engagement	The student attended today and was recommended to change to PM classes as it might help her increase her attendance that had become low due to her new job schedule.
		3/6/2025	Re-Engagement	Reached out to student to re-engage. Phone is disconnected. Sent text to the student's sister requesting that she pass on a message to him. Awaiting response.
		3/6/2025	Re-Engagement	I tried to call the student multiple times regarding her absence However, she did not answer my calls, so I left her a voicemail advising her to attend class by March 7, 2025, or she would be unenrolled from the class.
		3/6/2025	Re-engagement	Student is currently enrolled in college and is able to come to school when he can.

[redacted]			
3/6/2025	[redacted]	Re-engagement	The student was absent due to vacation and will return on March 10th.
3/6/2025	[redacted]	Re-Engagement	I sent a text message to the student regarding their attendance.
3/6/2025	[redacted]	Re-Engagement	I sent a text message to the student regarding their attendance.
3/6/2025	[redacted]	Re-engagement	The student said they would return by March 7th or the following week.
3/6/2025	[redacted]	Re-Engagement	I tried to call the student multiple times regarding her absence However, her phone went to voicemail, so I left her a voicemail advising her to attend class by March 7, 2025, or she would be unenrolled from the class.
3/6/2025	[redacted]	Re-Engagement	Student is interested in re-enrolling. Sent her link to re-enroll. Please enroll in Equity Initiatives.
3/6/2025	[redacted]	Re-engagement	I tried to call the student multiple times regarding her absence, but her phone was out of service. I noticed that she had a different phone number on the brain app, and I tried to call. However, the call went to voicemail. I left her a voicemail advising her to attend class by March 7, 2025, or she would be unenrolled from the class.
3/6/2025	[redacted]	Re-Engagement	Sent student a text to re-engage. Awaiting response.
3/6/2025	[redacted]	Re-engagement	Student was sick and couldn't come to school. They said they will be back on the 7th of March.
3/6/2025	[redacted]	Re-engagement	Student recently had a baby and would like to transfer over to CICA to continue her education
3/6/2025	[redacted]	Re-engagement	Student was sick and will be back on the 7th of March.
3/6/2025	[redacted]	Re-Engagement	Called student on 3/3/25 to re-engage. Student attended the next day and resumed attending class.
3/6/2025	[redacted]	Re-Engagement	The student attended today (last month attendance 9.52%), and was informed about the attendance requirements and recommended to watch the video message for students. He stayed for 20 minutes and left. He has never turned in any home and/or classwork.
3/6/2025	[redacted]	Re-engagement	Student is waiting for surgery for kidney stones and is in too much pain to attend school.
3/6/2025	[redacted]	Re-Engagement	Please enroll student in Equity Initiatives.
3/6/2025	[redacted]	Re-Engagement	Reached out to student to re-engage. He is interested in Truck Driving and would like to re-enroll. I sent him link to re-enroll.
3/6/2025	[redacted]	Re-Engagement	Reached out to student to re-engage. Left message and sent text.
3/6/2025	[redacted]	Re-Engagement	Sent text to re-engage student.
3/6/2025	[redacted]	Re-engagement	The student is out of state and will return on March 10th.
3/6/2025	[redacted]	Re-Engagement	Reached out to student to re-engage. Offered support to either enroll in CTE or graduate.
3/7/2025	[redacted]	Re-Engagement	Re-engaged this student on 3/7/25
3/7/2025	[redacted]	Re-engagement	Per Yelitza, she left a re-engagement voicemail for student, asking him to call or text back with the best time to reach him tomorrow.
3/7/2025	[redacted]	Re-engagement	The student mentioned they were absent due to illness and will be back on March 10th.

3/7/2025	[redacted]	Re-engagement	The student mentioned they were absent due to illness will be back on March 10th.
3/7/2025	[redacted]	Re-engagement	Reached out to the student multiple times, but no response yet.
3/7/2025	[redacted]	Re-Engagement	I tried calling the student but was unable so due to the number has call restrictions on
3/7/2025	[redacted]	Re-engagement	The student was absent due to vacation and will return on March 10th.
3/7/2025	[redacted]	Re-Engagement	Re engaged on 3/7/25
3/7/2025	[redacted]	Re-engagement	The student mentioned that they would be back by next week.
3/7/2025	[redacted]	Re-Engagement	I sent the student a text message due to her poor attendance, encouraged her to attend class, as she is at risk of getting dropped out.
3/7/2025	[redacted]	Re-Engagement	On 3/6/25, I called; her husband answered and said he would notify her, and she would call me back, but I have yet to receive a call.
3/7/2025	[redacted]	Re-engagement	The student works in the morning. Wanted to transfer to PM class.
3/7/2025	[redacted]	Re-Engagement	Called the student, I was unable to reach her, so I left a VM encouraging her to attend class more often.
3/7/2025	[redacted]	Re-Engagement	Student is not returning. Has moved to Hawaii
3/10/2025	[redacted]	e-engagement	Student returned to class today. Due to his employment, he can attend once, maybe twice per week. He continues to make progress using Edmentum when he is not in the classroom.
3/10/2025	[redacted]	Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollement
3/10/2025	[redacted]	Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/10/2025	[redacted]	Re-engagement	Student is back to his usual schedule and can attend most days of the week. I encouraged more frequent attendance and offered assistance with any scheduling or support needs.
3/10/2025	[redacted]	Re-engagement	The student did not answer her phone. I put a VM and reminded the student of school's attendance policy , and mentioned if she needs help to improve her attendance she can talk to her teacher.
3/10/2025	[redacted]	Re-Engagement	Spoke with [redacted] about her absences. She said she was at school but forgot to sign.
3/10/2025	[redacted]	Re-engagement	Spoke with student and encouraged more frequent attendance and offered any assistance with any scheduling or support needs.
3/10/2025	[redacted]	Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/10/2025	[redacted]	Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/10/2025	[redacted]	Re-Engagement	I left a voice message about her absences.
3/10/2025	[redacted]	Re-Engagement	Spoke with the student about her absences.
3/10/2025	[redacted]	Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/10/2025	[redacted]	Re-engagement	Re-engaged with student about his absences. He said due to busy working schedules. Will be attend class today.
3/10/2025	[redacted]	Re-Engagement	The student was contacted through their school email about their attendance and encouraged to return or risk disenrollment.
3/10/2025	[redacted]	Re-Engagement	The student was contacted through their school email about their attendance and encouraged to return or risk disenrollment.
3/10/2025	[redacted]	Re-Engagement	Due to a lack of transportation, students are unable to attend class regularly.

[redacted]			
3/10/2025		Re-Engagement	Due to a lack of transportation, students are unable to attend class regularly.
3/10/2025		Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/10/2025		Re-Engagement	Spoke with [redacted] about her absences. She said she was at school but forgot to sign.
3/10/2025		Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/10/2025		Re-engagement	Text and remind student should come to class more often. Lack of attendance are at high risk being drop from class. Students promise will try to come more regular.
3/10/2025		Re-engagement	Text student for absences. Student hasn't come to class for a long period time. Student are at high chance being drop from class.
3/10/2025		Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/10/2025		Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/10/2025		Re-Engagement	Spoke with the student about her absences.
3/10/2025		Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/10/2025		Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/10/2025		Re-Engagement	Spoke with the student about her absences. -
3/11/2025		Re-Engagement	I had an in person conversation to the student regarding to her attendance, she wanted to transfer to Natomas. I sent her to the student center to do transfer process.
3/11/2025		Re-Engagement	I called to the student regarding to his attendance, the number on file is not in services any more.
3/11/2025		Re-Engagement	I called to the student regarding to his attendance. He said, he was at work and he came late from work last week.
3/11/2025		Re-Engagement	I contacted him on 3/11/25 to take the EL civic test. He says he will come tomorrow.
3/11/2025		Re-engagement	I spoke with student to encourage more frequent attendance and offered assistance with any scheduling or support needs. Student's work schedule has not changed since she registered therefore she will still only be able to attend 2 days per week.
3/11/2025		Re-Engagement	The student can not attend the class as she delivered her baby recently.
3/11/2025		Re-Engagement	Reached out to student to re-engage. Awaiting response.
3/11/2025		Re-engagement	Student has been attending more regularly.
3/11/2025		Re-engagement	Student is now in the Culinary program and attends there daily. Some days of the week she also comes to the HS class.
3/11/2025		Re-engagement	Student attends as often as she is able to pursuant to her family obligations.
3/11/2025		Re-engagement	Student is attending the Sports Officiating CTE and receives attendance on days that he is there instead of at hs classroom.
3/11/2025		Re-Engagement	Called student. Unable to leave message. Sent text.
3/11/2025		Re-Engagement	Called student. Unable to leave message. No VM set up. Sent text.
3/11/2025		Re-engagement	Student was experiencing some health challenges and she will try to be in class more regularly. I encouraged more frequent attendance and offered assistance with any scheduling or support needs.
3/11/2025		Re-Engagement	Spoke with student. He said he would come to class tonight.

	[redacted]		
3/11/2025		Re-engagement	Student is working on the WFR assignments. Encouraged her to attend more frequently and offered assistance with any scheduling or support needs.
3/11/2025		Re-engagement	Student attends class 3/10/25.
3/11/2025		Re-engagement	Student request to be dropped due to busy with family schedule.
3/11/2025		Re-engagement	Encouraged student to attend more frequently and offered assistance with any scheduling or support needs.
3/11/2025		Re-Engagement	I called to the student regarding to her attendance. she was sick last week, and she will come more this week.
3/11/2025		Re-Engagement	I called to the student regarding to his attendance, his phone number is not in service.
3/11/2025		Re-engagement	Student is in class today. Encouraged her to attend more frequently and offered assistance with any scheduling or support needs.
3/11/2025		Re-Engagement	No response. Left a voicemail for the student with a call-back phone number.
3/11/2025		Re-Engagement	Reached out to student to re-engage. Awaiting response.
3/11/2025		Re-engagement	Encouraged student to attend more frequently and offered assistance with any scheduling or support needs.
3/11/2025		re-engagement	Encouraged student to attend more frequently and offered assistance with any scheduling or support needs.
3/11/2025		Re-engagement	Student is in class today. She informed me that due to her family obligations it is challenging to attend more frequently.
3/11/2025		Re-engagement	Student is in class today. Encouraged her to attend more frequently and offered assistance with any scheduling or support needs.
3/11/2025		Re-engagement	Messages student to ask for status of her CTE decision/enrollment.
3/12/2025		Re-Engagement	Student contacted about missing 5 classes in a row between March 5 - March 11, 2025.
3/12/2025		Re-Engagement	Student contacted about missing 5 classes in a row between March 5 - March 11, 2025.
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3/12/2025		Re-Engagement	Student contacted about missing 5 classes in a row between March 5 - March 11, 2025.
3/12/2025		Re-Engagement	Student contacted about missing 5 classes in a row between March 5 - March 11, 2025.
3/12/2025		Re-engagement	Student was contacted in person. Student claimed that they were interested in finding out how they can stay enrolled at Highlands without doing any classwork. Student was informed about attendance expectations and academic expectations.
3/12/2025		Re-Engagement	Student contacted about missing 5 classes in a row between March 5 - March 11, 2025.
3/12/2025		Re-Engagement	Student contacted about missing 5 classes in a row between March 5 - March 11, 2025.

[redacted]	[redacted]		
3/13/2025	[redacted]	Re-Engagement	I contacted the student regarding his attendance. The student promised to come regularly.
3/13/2025	[redacted]	Re-Engagement	I reached out to the student regarding her absence over the past several days. She informed me that she has a medical condition and is currently undergoing treatment with a doctor. She confirmed that she will attend class today and provide a note from her doctor.
3/13/2025	[redacted]	Re-Engagement	I called the student for his several days absent and left a VM.
3/13/2025	[redacted]	Re-Engagement	The student called me asking to reschedule her for meeting with the Counselor and taking CASAS test. The student is successfully rescheduled to meet with the Counselor and take CASAS testing this Friday 03/14/2025 at 9 AM at 1111 Howe Avenue, Sacramento, CA, 95825, Suite #445.
3/13/2025	[redacted]	Re-engagement	The students called me and told she got sick and will not be able to come to school this week. She stated that she will resume her class next week on 3/17.
3/13/2025	[redacted]	Re-Engagement	I talked to the student about his several day's absence, he has promised to come regularly to the class.
3/13/2025	[redacted]	Re-engagement	Contacted student via email to remind her about attendance expectations.
3/13/2025	[redacted]	Re-Engagement	I have contacted [redacted] about her absence, she promised to come regularly.
3/14/2025	[redacted]	Re-engagement	No answer, sent a text message.
3/14/2025	[redacted]	Re-engagement	She has requested a site transfer, and at the same time, she was absent all week because she didn't feel good, and she told me she will come to school next Monday.
3/14/2025	[redacted]	Re-Engagement	Texted the student about attendance expectations. Offered support if needed.
3/14/2025	[redacted]	Re-Engagement	Texted the student about attendance expectations. Offered support if needed.
3/14/2025	[redacted]	Re-Engagement	Texted the student about attendance expectations. Offered support if needed.
3/14/2025	[redacted]	Re-engagement	Can't continue school due to work and requested to be dropped.
3/14/2025	[redacted]	Re-Engagement	Texted the student about attendance expectations. Offered support if needed.
3/14/2025	[redacted]	Re-engagement	The student notified us about his absences and will be back on Monday (3/17).
3/14/2025	[redacted]	Re-Engagement	Texted the student about attendance expectations. Offered support if needed.
3/14/2025	[redacted]	Re-Engagement	I tried calling [redacted] and sending her a message but her message blocking is active and I was not able to contact her.

[redacted]	[redacted]	3/14/2025	Re-Engagement	The student was sick last week and talked to his wife, she said he lost his dad, that's why he hasn't been attending school.
		3/14/2025	Re-Engagement	I tried calling [redacted] but she did not answer. I did send her a message to encourage better attendance and sent her the attendance video.
		3/14/2025	Re-engagement	No answer, sent a text
	,	3/14/2025	Re-engagement	We called the student and told her that she needs to come to class more often. She told us that she will try to attend class as much as possible.
	,	3/14/2025	Re-engagement	We talked to the student about coming to class more often. She told us that she had a family emergency and could not come to class, so she requested an LOA.
		3/14/2025	Re-engagement	I called [redacted] on 03/14/2025 to ask her about the reason for her absences; she told me she had an accident and she is unable to attend class for some weeks. She requests LOA.
		3/14/2025	Re-Engagement	I sent [redacted] a message to encourage better attendance. I also did send him the attendance video so that he understood the importance of coming to school more frequently.
		3/14/2025	Re-Engagement	I spoke to [redacted] and encouraged him to attend class more frequently and he said that he would try to come to class on monday. I also did let him know that I would be sending him the attendance video.
		3/14/2025	Re-engagement	Can't continue with school due to work and have requested to be dropped.
		3/14/2025	Re-Engagement	I called her on 3/14/25, and asked her to come take the EL Civic exam. She stated that she had moved out and could not come.
		3/14/2025	Re-Engagement	I called [redacted] and her husband explained to me that her mother passed away and she had to leave the country and would be gone for some time but he's worried that she will be taken out of the school. I will be sending an email to request LOA for her.
		3/14/2025	Re-engagement	I called [redacted] on 03/14/2025 to ask him about the reason for his absences; he told me he was sick and he had a fever, but he feels better and he will come to school on Monday.
		3/14/2025	Re-Engagement	Texted the student about attendance expectations. Offered support if needed.
		3/14/2025	Re-Engagement	The student informed me via email that he was sick, and this was the reason he had been missing classes.
		3/14/2025	Re-Engagement	Texted the student about attendance expectations. Offered support if needed.
	,	3/14/2025	Re-engagement	We talked to the student and reminded him to attend class more often. He told us that he has a family emergency and will not be able to attend class for one week.
		3/14/2025	Re-engagement	I called [redacted] on 03/14/2025 to ask him about the reason for his absences, but he didn't answer the phone.
		3/14/2025	Re-Engagement	Student's messages are blocked. Unable to contact.
		3/17/2025	Re-Engagement	I followed up with the student. The student has illness, which prevents her from walking and their daughter, a former student at Las Palmas, has been transferred to a different location, making it more difficult for the student to attend school regularly.

[redacted]	[redacted]	3/17/2025	Re-Engagement	I contacted the student regarding her absence. She told me that she recently had a newborn baby and will need a one-month LOA, I told her if she doesn't attend by Friday march 21st, she will be dis-enrolled, she said that she will attend before the deadline and discuss the matter with her teacher.
		3/17/2025	Re-Engagement	I contacted the student regarding his absence, He mentioned that he was sick and didn't want to spread the virus to other classmates, In addition, he said that he attended his class today march 17th, and he will continue attending moving forward.
		3/17/2025	Re-Engagement	The student lives in Elk Grove and is unable to attend school due to the distance. As a result, they have requested a transfer to a nearby locations.
		3/17/2025	Re-Engagement	I reached out to the student about her absence, and she explained that the distance to her current class is too far, requiring a 4-hour round trip by bus and she has small children to take care of. As a result, she has already requested a transfer to the 33rd Ave location. I advised her to continue attending her current class until the transfer is processed. She assured me that she would do her best to attend in the meantime.
		3/17/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
		3/17/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
		3/17/2025	Re-Engagement	Attempted to reach out to the student, no answer
		3/17/2025	Re-Engagement	I called the student regarding his absence, and he mentioned that he has been busy recently. However, he confirmed that he will attend class today, March 17th, and plans to continue attending moving forward.
		3/17/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
		3/17/2025	Re-Engagement	I called the student regarding her absence. She mentioned that she is unable to attend her class as she runs an in-home daycare.
		3/17/2025	Re-engagement	Student only needs 6 credits to be eligible to graduate. Messaged student today to encourage them to attend more frequently so they will be able to finish in time to graduate in June.
		3/17/2025	Re-Engagement	I called the student regarding his absence, and he mentioned that he has been busy recently. However, he plans to attend before the deadline and continue attending moving forward.
		3/17/2025	Re-engagement	Text students for orientation on Thursday, 3/20/25.at 9am at GG2.
		3/17/2025	Re-Engagement	I called the student, but she didn't answer. Her phone was disconnected and it didn't have voicemail.
		3/17/2025	Re-Engagement	Spoke with the student about his absences. He said that he works at night and was unable to attend the class.
		3/17/2025	Re-Engagement	I called the student regarding her absence. Her son answered the phone and mentioned that his mother has been ill However, he confirmed that she attended her class today March 17th, and plans to continue attending moving forward.
		3/17/2025	Re-Engagement	Spoke with [redacted] regarding her absence. She said she was sick.
		3/17/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
		3/17/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
		3/17/2025	Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
		3/17/2025	Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
		3/17/2025	Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.

[redacted]	[redacted]		
3/17/2025		Re-Engagement	I made re-engagement calls, and a student is not interested in attending school.
3/17/2025		Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
3/17/2025		Re-Engagement	The student answered that she is planning to return to school.
3/17/2025		Re-Engagement	Attempt 1. The student's mailbox does not accept voice messages, which is why I texted the student.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025		Re-Engagement	Attempt 1. I left a voice message for the student about the important of attendance.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025		Re-Engagement	Attempt 1. I left a voice message for the student about the important of attendance.
3/17/2025		Re-Engagement	Attempt 1. I left a voice message for the student about the important of attendance.
3/17/2025		Re-Engagement	I made re-engagement calls, and a student is not interested in attending school.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	I called the student, but his phone cannot receive calls.
3/17/2025		Re-Engagement	Spoke with [redacted] about her absences. She said she will be at school today.
3/17/2025		Re-engagement	Student is attending class on 3/19
3/17/2025		Re-engagement	Text students for orientation on Thursday, 3/20/2025 at 9am @GG2.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	Attempt 1. I left a voice message for the student about the important of attendance.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	I called to the student regarding to her attendance, she didn't answer the call. VML. student called me back, she has high blood pressure, she was absent last week because she was sick.
3/17/2025		Re-Engagement	Spoke with [redacted] regarding her absences. She said she was sick last week and she was at school today in the morning.
3/17/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025		Re-engagement	Left message w/sibling
3/17/2025		Re-engagement	Student is returning to class on 3/17

[redacted]			
3/17/2025		Re-Engagement	Attempt 1. The student's mailbox does not accept voice messages, which is why I texted the student.
3/17/2025		Re-Engagement	Attempt 1. The student's mailbox does not accept voice messages, which is why I texted the student.
3/17/2025		Re-Engagement	Attempt 2. The student gave a callback and promised to return to classes.
3/17/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025		Re-Engagement	I called the student regarding to his attendance, he didn't answer the phone. VML.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-engagement	Will return to class this week
3/17/2025		Re-Engagement	I called the student and she notified me that her family is moving to another state. She has already returned the devices.
3/17/2025		Re-Engagement	I made re-engagement calls, and a student is not interested in attending school. He has moved
3/17/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025		Re-Engagement	Attempt to reach out to a student. It is the wrong phone number, and I am unable to reach
3/17/2025		Re-Engagement	I made re-engagement calls, and a student is not interested in attending school because of a work schedule
3/17/2025		Re-Engagement	Attempt 1. I left a voice message for the student about the important of attendance.
3/17/2025		Re-Engagement	I made re-engagement calls, and a student is not interested in attending school. Currently working
3/17/2025		Re-Engagement	I made re-engagement calls, and a student is not interested in attending school. Currently working
3/17/2025		Re-engagement	student will return to class this week
3/17/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025		Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	I made re-engagement calls, and a student is not interested in attending school.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	The student answered that she is planning to return to school.
3/17/2025		Re-Engagement	Attempt 1. The student's mailbox does not accept voice messages, which is why I texted the student.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	Called to student to discuss attendance. Phone disconnected.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	Attempt 1. I left a voice message for the student about the important of attendance.
3/17/2025		Re-Engagement	Attempt 2. The student gave a callback and promised to return to classes.

[redacted]			
3/17/2025		Re-Engagement	Attempt 1. I left a voice message for the student about the important of attendance.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	I contacted the student about her absence, and she explained that she had been sick. However, she assured me that she would attend before the deadline.
3/17/2025		Re-Engagement	I contacted the student regarding his absence. He has COVID-19 and has already informed his teacher. He didn't attend class to avoid spreading the virus to his classmates. He mentioned that he needs to take another blood test to confirm he is free of the virus and will return by the deadline if he feels better.
3/17/2025		Re-Engagement	I contacted the student about her absence, and she explained that she had been sick. However, she assured me that she would attend before the deadline.
3/17/2025		Re-Engagement	I called to the student regarding to his attendance, the phone number is not in services any more.
3/17/2025		Re-Engagement	Attempt #2- 03/17/25- Due their work schedule, student is unable to attend class regularly.
3/17/2025		Re-Engagement	No response. The phone was disconnected. I attempted to reach the emergency contact, but that was also unsuccessful.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	Attempted to reach out to the student, but it is a wrong phone number
3/17/2025		Re-Engagement	I contacted the student regarding her absence, she stated that she couldn't attend because she is caring for her young children and her husband works full-time.
3/17/2025		Re-Engagement	I reached out to the student regarding his absence. He mentioned that he attends class 3 to 4 days a week and wishes to continue attending. I encouraged him to attend regularly and participate in all sessions, and he assured me that he would do so moving forward.
3/17/2025		Re-Engagement	I contacted the student regarding her absence. Her husband answered the call and explained that they had a newborn baby and had requested a LOA from the teacher. However, the teacher had informed them that the LOA should be requested one week before the delivery, but the baby arrived earlier than expected, so they didn't have the opportunity to request the LOA. The student is still interested in continuing her studies and is requesting the LOA. I advised the husband to encourage his wife to attend class before the deadline and discuss the situation directly with her teacher.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	I called the student. The student plans to return to school.
3/17/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025		Re-Engagement	Attempt 1. I left a voice message for the student about the important of attendance.
3/17/2025		Re-Engagement	Attempt 1. The student's mailbox does not accept voice messages, which is why I texted the student.
3/17/2025		Re-Engagement	I made re-engagement calls, and a student is not interested in attending school.
3/17/2025		Re-Engagement	I called the student regarding his absence and informed him of the potential consequences. He explained that he had been busy for the past week but assured me that he would attend class today.
3/17/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025		Re-Engagement	Attempt 1. The student's mailbox does not accept voice messages, which is why I texted the student.

3/17/2025	Re-Engagement	I called the student. The student plans to return to school.
3/17/2025	Re-Engagement	I spoke with [redacted] regarding her absences.She said someone called to her from Highlands school and said if she wants to go to school she needs to attend the class.
3/17/2025	Re-Engagement	Attempt 2. The student gave a callback and promised to return to classes.
3/17/2025	Re-Engagement	Attempt 1. The student's mailbox does not accept voice messages, which is why I texted the student.
3/17/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/17/2025	Re-Engagement	Attempt 1. I left a voice message for the student about the important of attendance.
3/17/2025	Re-Engagement	Attempt 1. I left a voice message for the student about the important of attendance.
3/17/2025	Re-Engagement	Spoke with [redacted] regarding his absences. He works out of the town for one week and can attend class every other week. He said he will be at school on Friday.
3/17/2025	Re-engagement	Text students for orientation on Thursday, 3/20/25 at 9am at GG2.
3/17/2025	Re-Engagement	I called the student. The student plans to return to school.
3/17/2025	Re-Engagement	Attempt 1. The student's mailbox does not accept voice messages, which is why I texted the student.
3/17/2025	Re-Engagement	Attempt 2. The student gave a callback and promised to return to classes.
3/17/2025	Re-Engagement	I called the student. The student plans to return to school.
3/17/2025	Re-Engagement	I called the student. The student plans to return to school.
3/17/2025	Re-engagement	Spoke with student regarding the attendance policy and encouraged her to attend more frequently. Her work schedule does not allow for more frequent attendance at this time.
3/17/2025	Re-Engagement	I contacted the student about her absence. She explained that her son had a medical operation and she was busy taking care of him. However, she said she would try to attend before the deadline.
3/17/2025	Re-Engagement	I contacted the student about his absence. He explained that he was sick. However, he assured me that he would attend class before the deadline.
3/17/2025	Re-Engagement	I contacted the student about his absence. Her husband answered the phone and stated that they requested LOA and traveled out of State to visit a relative. However, he mentioned that she would try to come back and attend her class by the deadline.
3/17/2025	Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
3/17/2025	Re-Engagement	I contacted the student regarding his absence. His son answered the call and explained his father moved to Rancho Cordova and he had already requested a transfer to Folsom Blvd. I told his son to let his father know that he should attend his class until the transfer is finalized, otherwise, he will be dis-enrolled. He said that he would deliver the message, and his father would attend before the deadline.
3/17/2025	Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
3/17/2025	Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
3/17/2025	Re-Engagement	I called the student. The student plans to return to school.
3/18/2025	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.

[redacted]			I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message outlining the purpose of my call and encouraging the student to return to class or to reach out to me if they
3/18/2025	[redacted]	Re-Engagement	have any questions.
3/18/2025	[redacted]	Re-Engagement	Attempt 1: No answer vm and text send
3/18/2025	[redacted]	Re-Engagement	I called a student's husband and he promised to inform a student of the possibility to be dropped off
3/18/2025	[redacted]	Re-engagement	Students completed orientation and try to come at least 2 times a week.
3/18/2025	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message outlining the purpose of my call and encouraging the student to return to class or to reach out to me if they have any questions.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-Engagement	Attempt 1: Vm and text send
3/18/2025	[redacted]	Re-Engagement	The student will re enrolled on our CICA side.
3/18/2025	[redacted]	Re-engagement	Orientation completed 3/17/25.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-Engagement	Student's sister called and promised to notify a student of her absences
3/18/2025	[redacted]	Re-Engagement	Second attempt to reach out to a student. No success.
3/18/2025	[redacted]	Re-Engagement	Second attempt to reach out to a student. No success
3/18/2025	[redacted]	Re-Engagement	I called a student again to make sure she would come to school and won't be dropped off too early
3/18/2025	[redacted]	Re-Engagement	The second attempt to reach out to a student, no success
3/18/2025	[redacted]	Re-Engagement	I called a student to encourage her her to visit classes not to be dropped off before the transfer date
3/18/2025	[redacted]	Re-Engagement	The student has 200 credits completed. [redacted] was tagged to the HCCS 10+ Absent 03.14.2025 list.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-Engagement	I called the student regarding her absence, and she mentioned that she had been sick recently. However, she confirmed that he will attend class today, March 17th, and plans to continue attending.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-Engagement	Second attempt to reach out to a student, no success
3/18/2025	[redacted]	Re-Engagement	I called the emergency contact to ask about the student's status. I was told he is in Ukraine right now
3/18/2025	[redacted]	Re-Engagement	Attempt 2. I called and texted the student. No answer.
3/18/2025	[redacted]	Re-Engagement	Attempt 2. I called and texted the student and the student replied that he plans to return.
3/18/2025	[redacted]	Re-Engagement	Attempt 2. I called and texted the student. No answer.

[redacted]			
3/18/2025	[redacted]	Re-Engagement	Due to other arrangements he is not able to attend. He will re-enrolled on our CICA side as soon as he is able to return.
[redacted]			
3/18/2025	[redacted]	Re-Engagement	The student has 200 credits completed. [redacted] was tagged to the HCCS 10+ Absent 03.14.2025 list.
3/18/2025	[redacted]	Re-engagement	Text students for orientation on Thursday, 3/20/25 at 9am at GG2 location.
3/18/2025	[redacted]	Re-engagement	Student would like to be dropped from PM class. Because too busy with work schedule and no longer interest.
3/18/2025	[redacted]	Re-engagement	Called and texted student. Left VM
3/18/2025	[redacted]	Re-engagement	Student will return to class this week
3/18/2025	[redacted]	Re-Engagement	The student is very frustrated and mention how the school has not communicated much with him. He has attended and many times there are no students or the class would be cancel without communication. He will return to avoid being disenrolled and has requested to connect with a counselor to actually get information on his progress.
3/18/2025	[redacted]	Re-engagement	Student will return to class
3/18/2025	[redacted]	Re-engagement	Called, left VM, text messaged and left message with emergency contact. Student responded - she will return to class. She was reminded of attendance policy.
3/18/2025	[redacted]	Re-engagement	Student is committed to staying at Highlands but this week is financially difficult for her (she is not able to attend class this week).
3/18/2025	[redacted]	Re-engagement	Text student for orientation Thursday, 3/20/2025 at 9am at GG2 location.
3/18/2025	[redacted]	Re-Engagement	Attempt 2. I called and texted the student. No answer.
3/18/2025	[redacted]	Re-Engagement	Due to his kids being sick. He will return tomorrow.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-engagement	Called, left VM, text messaged student. Student's emergency contact is the same number, unable to reach her.
3/18/2025	[redacted]	Re-engagement	Called, left VM, text messaged and also called emergency contact. Unable to reach student.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-Engagement	The student was contacted about their attendance and stated that they would return to class.
3/18/2025	[redacted]	Re-engagement	Student has a new phone number. She will reach out to us regarding re-engagement
3/18/2025	[redacted]	Re-Engagement	No answer. VM left and text send

3/18/2025	[redacted]	Re-Engagement	Attempt 2. I called and texted the student. No answer.
3/18/2025		Re-engagement	Text student for orientation Thursday, 3/20/25 at 9am at GG2 location.
3/18/2025		Re-engagement	Text student for orientation on Thursday, 3/20/25 at 9am at GG2 location.
3/18/2025		Re-engagement	Text students for orientation Thursday, 3/20/25 at 9am at GG2 location.
3/18/2025		Re-engagement	Text students for orientation on Thursday, 3/20/2025 at 9am at GG2 location.
3/18/2025		Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025		Re-Engagement	Attempt 1: phone is not in service.
3/18/2025		Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025		Re-Engagement	Attempt 2. I called and texted the student. No answer.
3/18/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
3/18/2025		Re-engagement	Text students for orientation on Thursday, 3/20/2025 at 9am at GG2 loctation.
3/18/2025		Re-engagement	Text students for orientation Thursday, 3/20/25 at 9am GG2.
3/18/2025		Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message outlining the purpose of my call and encouraging the student to return to class or to reach out to me if they have any questions.
3/18/2025		Re-engagement	Student was absent due to family responsibilities. He is returning to Highlands actively as he has overcome personal challenges
3/18/2025		Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail and sent a text message outlining the purpose of my call and encouraging the student to return to class or to reach out to me if they have any questions.
3/18/2025		Re-Engagement	The student called back and said they would return to class.
3/18/2025		Re-Engagement	Attempt 2. I called and texted the student, the student replied that she is no more interested in school.
3/18/2025		Re-engagement	Called, left VM, text messaged and called emergency contact. Unable to touch base with student.
3/18/2025		Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025		Re-Engagement	The student was contacted about their attendance and stated that they would return to class.
3/18/2025		Re-Engagement	I called the student regarding his absence, and he explained that he recently started a new job. Due to the holy month of Ramadan, he temporarily changed his shift from PM to the morning to be home earlier to break his fast. However, he confirmed that he will attend class this week and plans to discuss the situation with his teacher to cooperate for one more week until Ramadan ends. Afterward, he will revert to his PM shift and attend class regularly in the morning.
3/18/2025		Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.

3/18/2025	[redacted]	Re-Engagement	The student was contacted about their attendance and stated that they would return to class.
3/18/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence. She has tested positive for COVID-19 and has already informed her teacher. To prevent spreading the virus to her classmates, she did not attend class. She mentioned that she needs to take another blood test to confirm she is clear of the virus and plans to return by the deadline if she feels better.
3/18/2025	[redacted]	Re-Engagement	I tried to call the student multiple times regarding his absence. However, his phone says that the person is not able to receive a call at this time"."
3/18/2025	[redacted]	Re-Engagement	I called the student regarding his absence, and he explained that he had been sick recently and had diabetes, which prevented him from driving. However, he confirmed that he attended class on March 17th and plans to continue attending moving forward
3/18/2025	[redacted]	Re-engagement	Called, left VM, text messaged and called emergency contact. Unable to reach student.
3/18/2025	[redacted]	Re-Engagement	I called the student regarding his absence, and he mentioned that he has been busy recently taking his children to Kindergarten. However, he plans to return before the deadline.
3/18/2025	[redacted]	Re-Engagement	The student was contacted about their attendance and stated that they would return to class.
3/18/2025	[redacted]	Re-Engagement	Attempt 2. I called and texted the student. No answer.
3/18/2025	[redacted]	Re-Engagement	The student replied that she has moved to another city
3/18/2025	[redacted]	Re-Engagement	Will return today
3/18/2025	[redacted]	Re-engagement	Unable to connect with student
3/18/2025	[redacted]	Re-Engagement	Attempt 2. I called the student and she said they have moved to another city.
3/18/2025	[redacted]	Re-Engagement	I called the student regarding his absence. He stated that he was hospitalized due to a fire-related injury and had already informed the school about the situation. However, he is feeling better and plans to return before the deadline.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-Engagement	Attempt 2. Called and texted the student. The student has a really busy schedule. He promised to be at school on Monday.
3/18/2025	[redacted]	Re-Engagement	Attempt 2. I called and texted the student. No answer.
3/18/2025	[redacted]	Re-engagement	Called, left VM, text messaged and called emergency contacts. Unable to touch base with student.
3/18/2025	[redacted]	Re-engagement	Text students for orientation on Thursday, 3/20/2025 at 9am @GG2 location.
3/18/2025	[redacted]	Re-engagement	Text students for orientation on Thursday, 3/20/2025 at 9am @GG2 location.

3/18/2025	[redacted]	Re-engagement	Orientation completed 3/17/25. Will be start working on students transcript from Vietnam to get credit for high school diploma.
3/18/2025	[redacted]	Re-engagement	Student has had a headache and will return to class. Doctor has asked her to reduce stress levels and take a few days to rest.
3/18/2025	[redacted]	Re-Engagement	Emailed student regarding inconsistent attendance and lack of progress in courses. I encouraged them to attend class more regularly and make effort to complete Edmentum assignments.
3/18/2025	[redacted]	Re-Engagement	I called the student regarding his absence, and he mentioned that he has been busy recently but plans to return before the deadline.
3/18/2025	[redacted]	Re-Engagement	The student was contacted about their attendance and stated that they would return to class.
3/18/2025	[redacted]	Re-Engagement	Attempt 1: No answer. Text and VM left
3/18/2025	[redacted]	Re-Engagement	Attempt 1: Phone is disconnected. Vm and text send
3/18/2025	[redacted]	Re-engagement	Student will return to class this week
3/18/2025	[redacted]	Re-Engagement	Second attempt to reach out to a student, no success
3/18/2025	[redacted]	Re-Engagement	A student's spouse let me know that she started attending school again.
3/18/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence. Her husband answered the call and explained that they had a newborn baby and she was busy taking care of the baby. However, he mentioned that she will try to attend before the deadline.
3/18/2025	[redacted]	Re-Engagement	A student gave us a callback. She is working currently but will try to attend school this week
3/18/2025	[redacted]	Re-engagement	Student is waiting on transfer
3/18/2025	[redacted]	Re-engagement	Contacted student through emergency contact. Student is back in class
3/18/2025	[redacted]	Re-Engagement	Second attempt to reach out to a student, no success
3/18/2025	[redacted]	Re-Engagement	A student's husband promised they would return to school
3/18/2025	[redacted]	Re-Engagement	The student was contacted about their attendance and stated that they would return to class.
3/19/2025	[redacted]	Re-Engagement	The student was contacted regarding their attendance and indicated that they would endeavor to return to class this week.
3/19/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025	[redacted]	Re-Engagement	The student texted me back promising to return to school this week.
3/19/2025	[redacted]	Re-Engagement	3/19/25 He had an accident at work and injured his eyes; he will return when he recovers.
3/19/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025	[redacted]	Re-Engagement	Update: Student return to class this week Attempt 2: VM with detailed on how to connect with us and return to class..
3/19/2025	[redacted]	Re-Engagement	He came today, 3/19/25, with a doctor's notice stating that he will return to school on April 30/25.

3/19/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025	[redacted]	[redacted]	Re-engagement	Call and text students regarding of her absences. But no respond!
3/19/2025	[redacted]	[redacted]	Re-Engagement	I was unable to reach the student regarding their attendance. The voicemail was full, so I sent a text message outlining the purpose of my call, encouraging the student to return to class or reach out to me if they had any questions.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Reached out to student to re-engage. Informed her she is only 10 credits away from graduating. Awaiting response.
3/19/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding her absence, and a family member answered the phone. They mentioned that she plans to return after Ramadan. I informed them that the deadline for attendance is March 21, and if she does not attend by then, she will be dis-enrolled from the class. The family member assured me that the message would be passed on, and the student would attend before the deadline.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Student has return to school. He was out sick
3/19/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Reached out to student to re-engage. Awaiting response.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025	[redacted]	[redacted]	Re-Engagement	3/19/25 He works and lives far from the 33rd site. When he is off work, he will attend.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Reached out to student to re-engage. Awaiting response.
3/19/2025	[redacted]	[redacted]	Re-Engagement	I called a student and welcomed her to my class; she said she would attend tomorrow. 3/19/25
3/19/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025	[redacted]	[redacted]	Re-Engagement	The student replied in text messages that he is no longer interested in school and promised to return the devices.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Reached out to student to re-engage. Awaiting response.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Reached out to student to re-engage. Awaiting response.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Reached out to the student to re-engage. He shared that he is unable to commit at this time but will reach out if his situation changes. He also mentioned that he struggled with math and was unable to progress because of it.
3/19/2025	[redacted]	[redacted]	Re-engagement	She would like to be dropped. Student is no longer interest.
3/19/2025	[redacted]	[redacted]	Re-engagement	Call and text students to re-engaged.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025	[redacted]	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.

3/19/2025	[redacted]	[redacted]	Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message outlining the purpose of my call, encouraging the student to return to class or reach out to me if they have any questions.
3/19/2025			Re-Engagement	The student called back and informed me that they would be returning to class today.
3/19/2025			Re-engagement	Student was informed that he had been informed multiple times that attendance is required, not optional.
3/19/2025			Re-Engagement	Reached out to student to re-engage. She is interested in re-enrolling to complete WFR. May be interested in a CTE.
3/19/2025			Re-Engagement	The student has moved to Elk Grove and it's over 40 miles for her to drive back and forth. However, she said that she would attend before the deadline to avoid being transferred out and in the meantime, she will request a transfer to a location closer to her current residence.
3/19/2025			Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025			Re-Engagement	Reached out to student to re-engage. Awaiting response.
3/19/2025			Re-engagement	Student came to class today for attendance.
3/19/2025			Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025			Re-Engagement	I called the student about his absence. He said that he is currently on his way to the class and plans to continue attending moving forward.
3/19/2025			Re-Engagement	Reached out to student to re-engage. Awaiting response.
3/19/2025			Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025			Re-Engagement	Student contacted about missing 5 classes in a row between March 12-18, 2025.
3/19/2025			Re-Engagement	The student replied to my text. He returned last week for on day/one period. I did explain that he has a lot of absences and I offered my support if needed.
3/19/2025			Re-Engagement	The student is very irritated since he did speak to is teacher in regards to his absence and she did what he thought he was suppose to do. He has returned to school.
3/19/2025			Re-Engagement	I contacted the student regarding her absence multiple times. However, the call went to voicemail so I left her voicemail, and explained the consequences if she doesn't attend by the deadline.
3/19/2025			Re-Engagement	Due to some family issues, the student had a long-term absence. I encouraged them, and they promised to attend class today, March 19, 2025.
3/20/2025			Re-Engagement	I attempted to reach the student multiple times regarding his absence, but unfortunately, he did not answer my calls. Additionally, his voicemail has not been set up. As a result, I sent him a text message to inform him of the potential consequences if he does not attend by the deadline.
3/20/2025			Re-engagement	No answer, sent a text message.
3/20/2025			Re-Engagement	I called the student multiple times regarding her absence, but she did not answer my calls. I left her a voicemail explaining the potential consequences if she does not attend by the deadline.

3/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding his absence. He mentioned that his son had a medical operation but assured me that he will attend by the deadline and continue attending moving forward.
3/20/2025	[redacted]	Re-engagement	Orientation completed 3/20/2025!
3/20/2025	[redacted]	Re-engagement	Orientation completed!
3/20/2025	[redacted]	Re-Engagement	I called the student regarding her absence. She explained that she was busy but plans to attend today, March 20th, and continue attending moving forward
3/20/2025	[redacted]	Re-engagement	Orientation completed.
3/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding her absence, but her phone is unreachable and the voicemail was not set up.
3/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding her absence, but she did not answer my calls. I left her a voicemail explaining the potential consequences if she does not attend by the deadline.
3/20/2025	[redacted]	Re-engagement	Orientation completed!
3/20/2025	[redacted]	Re-engagement	Orientation completed!
3/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding her absence, but each time I tried, it said that the person's phone was unable to receive calls. Additionally, her voicemail is not set up. Also, when i tried to sent text message it failed.
3/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding her absence, but each time I attempted to reach her, the call disconnected immediately before it rang. As a result, I sent her a text message explaining the consequences if she does not attend by the deadline.
3/20/2025	[redacted]	Re-engagement	Orientation completed on 3/202/25!
3/20/2025	[redacted]	Re-engagement	Orientation completed 3/20/25!
3/20/2025	[redacted]	Re-engagement	Orientation completed 3/202/25!
3/20/2025	[redacted]	Re-engagement	Orientation completed 3/202/5!
3/20/2025	[redacted]	Re-engagement	Orientation completed!
3/20/2025	[redacted]	Re-Engagement	I called the student regarding her absence. She explained that she was admitted to the hospital due to illness but assured me that she will attend by the deadline and continue attending moving forward.
3/20/2025	[redacted]	Re-engagement	Orientation completed 3/20/25!
3/20/2025	[redacted]	Re-Engagement	I called the student regarding her absence. Her daughter answered and explained that she traveled to Afghanistan due to the passing of her father and will return in two months.
3/20/2025	[redacted]	Re-Engagement	I called the student regarding his absence. He explained that he works a late-night shift, which makes it difficult for him to attend class in the morning. However, he assured me that he will participate in the class by the deadline, and continue attending moving forward.
3/20/2025	[redacted]	Re-Engagement	Student called back to inform me that she believed she had already graduated. I clarified that she still needs 10 WFR credits to officially complete her graduation. She expressed frustration, noting that she has been working full-time for the past two years, but remained agreeable and kind throughout our conversation. I encouraged her to enroll in CICA to complete her required credits. I sent her the link to re-enroll.
3/20/2025	[redacted]	Re-engagement	Orientation completed 3/20/2025!

3/20/2025	[redacted]	Re-engagement	Orientation completed 3/20/25!
3/20/2025	[redacted]	Re-engagement	Orientation completed 3/20/25!
3/20/2025	[redacted]	Re-Engagement	I called the student multiple times regarding her absence, but each time I attempted to reach her, it said that the person is unable to receive calls at this time. Additionally, her voicemail is not set up, and my text message attempt failed
3/21/2025	[redacted]	Re-Engagement	Called student to remind him about attendance expectations. Student said he has been very busy with his newborn. Per [redacted]
3/21/2025	[redacted]	Re-Engagement	Called the student and he started yelling in Russian or Ukrainian and hung up. Per Linda.
3/21/2025	[redacted]	Re-Engagement	Student texted me asking for an update regarding the enrollment. Provided the updated information. Since the student didn't show for CASAS last week, she was put back on a waitlist. She will be contacted once a spot opens up for enrollment on the new cohort.
3/21/2025	[redacted]	Re-Engagement	Student responded by text to inform me that she had already graduated from high school and cosmetology. I clarified that she still needs 10 WFR credits to officially graduate and receive her diploma. She expressed frustration, noting that she walked and participated in all of the graduation activities, but remained agreeable and kind throughout our conversation. I encouraged her to enroll in CICA to complete her required credits. I sent her the link to re-enroll.
3/21/2025	[redacted]	Re-Engagement	The student will not attend the class for a while as she delivered her baby.
3/21/2025	[redacted]	Re-Engagement	I tried calling [redacted] to encourage better attendance but he did not answer and so i sent him a message and the attendance video.
3/21/2025	[redacted]	Re-Engagement	Talked to the husband she is expecting a baby so I am waiting for her doctor's note to request an LOA for her.
3/21/2025	[redacted]	Re-Engagement	I spoke to [redacted] to encourage better attendance and he informed me that his son actually broke his arm in two places and has been back and forth with that but will be coming to class on monday.
3/21/2025	[redacted]	Re-Engagement	Phone number is out of service. per Linda
3/21/2025	[redacted]	Re-Engagement	Texted student to remind him about attendance expectations.
3/21/2025	[redacted]	Re-Engagement	Texted student to remind her about attendance expectations.
3/21/2025	[redacted]	Re-Engagement	Phone number is not accepting calls at the moment.
3/21/2025	[redacted]	Re-Engagement	I spoke to [redacted] but he was not understanding me too well and so I told him that I could text him. I asked him if that was a better way to communicate with him and he agreed. I sent him the attendance video and encouraged him to attend class more often.
3/24/2025	[redacted]	Re-Engagement	Student was notified about disenrollment danger due to absences and notified to return to class or risk disenrollment.
3/24/2025	[redacted]	Re-Engagement	*This student has requested a transfer to CICA*
3/24/2025	[redacted]	Re-Engagement	Student was contacted through their student E-Mail about their absences and were notified to come back to class or risk disenrollment.
3/24/2025	[redacted]	Re-Engagement	I left a voice message about the student's absences for the last week.

3/24/2025	[redacted]	Re-Engagement	Student was contacted through their student E-Mail about their absences and were notified to come back to class or risk disenrollment.
3/24/2025	[redacted]	Re-Engagement	Student was contacted through their student E-Mail about their absences and were notified to come back to class or risk disenrollment.
3/24/2025	[redacted]	Re-Engagement	I called to the student regarding to her attendance, she said last week her children were sick. she will come more this week.
3/24/2025	[redacted]	Re-engagement	We called the student and reminded her to come to class more often. She told us she could not attend class because of a family emergency. She requested to be put on LOA.
3/24/2025	[redacted]	Re-Engagement	I called and talked with Olha about her absences. She said she was really sick last week. She said she will be at school tomorrow.
3/24/2025	[redacted]	Re-Engagement	I called to the student regarding to her attendance, she didn't answer the call.VML.
3/24/2025	[redacted]	Re-engagement	The student told us to drop him because of his busy schedule. We offered to transfer him to PM classes, but he refused.
3/24/2025	[redacted]	Re-Engagement	The student did not answer. I put a VM to remind her that she has been absent for a long time, and her is in danger of being removed from class roster. I also added if she needs help to improve her attendance, she can talk to her teacher.
3/24/2025	[redacted]	Re-Engagement	Spoke with [redacted] regarding his absences. He works out of the town for one week and can attend class every other week.
3/25/2025	[redacted]	Re-Engagement	Texted for re-engagement. 7 days absent. Said she can only come in Mondays because of work, but she's missed 2 Mondays already.
3/26/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025	[redacted]	Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/26/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025	[redacted]	Re-Engagement	Emailed student, noting absence from class and asked if there's any support services required, encouraged her to attend class.
3/26/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025	[redacted]	Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/26/2025	[redacted]	Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/26/2025	[redacted]	Re-Engagement	I called the student regarding his absences. I encouraged frequent attendance and offered assistance with scheduling or support needs. He said, I'll come to class tomorrow, Thursday, 3/27/2025." I informed him that his transfer would take place on 4/1/25. "
3/26/2025	[redacted]	Re-Engagement	Called, said she is taking care of her ailing husband who has cancer. She will try to come tomorrow for a short time.
3/26/2025	[redacted]	Re-Engagement	Has been absent 8 days. Sent re-engagement.text
3/26/2025	[redacted]	Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment

[redacted]	[redacted]		
3/26/2025		Re-Engagement	Called and spoke to [redacted] and asked him to come to class this week. He said he came a few days ago, but he came at 5pm and he's now in the day class.
3/26/2025		Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/26/2025		Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/26/2025		Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025		Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025		Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025		Re-Engagement	Student contacted about missing 5 classes in a row between March 19-25, 2025.
3/26/2025		Re-Engagement	Called, left message. Warning of 10 days absence and dis-enrollment.
3/26/2025		Re-Engagement	Student was emailed and informed about their attendance and encourage to return to school or risk dis-enrollment
3/27/2025		Re-engagement	We called the student to remind her to come to class. The student did not answer the call, so we left a message.
3/27/2025		Re-engagement	We called the student to remind her to come to class. The student did not answer the call, so we left a message.
3/27/2025		Re-engagement	We called the student to remind him to attend class more regularly. He told us that he will try to come tomorrow.
3/27/2025		Re-engagement	We called the student to remind her to come to class. The student did not answer the call, so we left a message.
3/27/2025		Re-engagement	We called the student to remind her to come to class. The student did not answer the call, so we left a message.
3/27/2025		Re-Engagement	Student will be absent this week 3/24-3/28 for a family wedding.
3/27/2025		Re-Engagement	Texted. She will be absent this week, but back next week to take the CASAS tests.
3/27/2025		Re-Engagement	The student only appeared to sign in at PR2 during the promotion ceremony and left immediately. He didn't take any homework, nor did he demonstrate any completed assignment for the time he hadn't attended.
3/27/2025		Re-Engagement	The student informed me that she was sick and wouldn't be able to attend classes for several days. She asked for homework which was given to her.
3/27/2025		Re-engagement	We called the student to remind him to come to class. The student did not answer the call, so we left a message.
3/27/2025		Re-Engagement	Texted to come in this week. She has started a Cosmetology program and is busy during the day. I've put in a transfer for her to the PM class, but it is full. In the meantime she will try to come in once a week.
3/28/2025		Re-Engagement	She had surgery and will return after she recovers. 3/28/25
3/28/2025		Re-Engagement	I called to the student regarding to his attendance, he was at the hospital. His wife gave birth a baby.
3/28/2025		Re-Engagement	I called to the student regarding to her attendance, she didn't answer the phone. VML.
3/28/2025		Re-Engagement	Called and discussed low attendance with the student. Reminded him about attendance expectations. Per [redacted]
3/28/2025		Re-engagement	The student was sick due to fasting and will continue to attend next week (4/1).

[redacted]			
3/28/2025		Re-engagement	Students can't attend because of long hours of work but will contact the main office to register for CICA.
3/28/2025		Re-engagement	This week student was absent due to illness and was recently hospitalized. I will follow up to support her re-engagement when she is ready to return.
3/28/2025		Re-engagement	Students called husband is in the hospital and she's trying hard to makes time to come to class. But husband is very ill.
3/28/2025		Re-Engagement	3/28/25 She mentions that her husband has gotten a job, and she does not have transportation to school, so she cannot attend class. I asked her if she liked taking online classes and am waiting for her response.
3/28/2025		Re-Engagement	Sent a text asking him to return to school.
3/28/2025		Re-Engagement	I called [redacted] but he did not answer the phone and so I sent him a message to encourage better attendance. I also sent him the attendance video.
3/28/2025		Re-engagement	The student notified us that she will be out of the country from April 7-11 and will return after spring break.
3/28/2025		Re-Engagement	Student called me double-checking the information about CASAS testing today. The student confirmed taking the test today.
3/28/2025		Re-engagement	No answer, sent a text.
3/28/2025		Re-engagement	No answer, sent a text message.
3/28/2025		Re-engagement	No answer, sent a text message.
3/28/2025		Re-Engagement	The student sent me an email informing that he and his family had been sick. He will be attending next week.
3/28/2025		Re-Engagement	Tried calling, no answer. Left a text message regarding low attendance. Student responded and said she has health problems and is fasting. Per Linda
3/28/2025		Re-Engagement	Talked to the student in person today. He has been very busy with his night job. Per Linda
4/1/2025		Re-engagement	Student number not in service.
4/1/2025		Re-engagement	Contacted the student and the student will return back to school and will practice proper attendance.
4/1/2025		Re-Engagement	The student did not answer. I put a VM to remind the him, his name is danger of being removed from class roster. I also added if he needs help, he can come to class and talk to his teacher.
4/1/2025		Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
4/1/2025		Re-engagement	Tried to contact the student, but the number was not active.
4/1/2025		Re-engagement	The student was contacted but he said that he is busy at the moment can't make it.

4/1/2025	[redacted]	e-Engagement	1st attempt to reach out to a student, no success. Left a txt and VM
4/1/2025	[redacted]	e-Engagement	1st attempt to reach out to a student, no success. Left a txt and VM
4/1/2025	[redacted]	e-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
4/1/2025	[redacted]	e-Engagement	I called to the student regarding to his attendance, he didn't answer the phone.
4/1/2025	[redacted]	e-engagement	Contacted the student and the student will return back to school and will practice proper attendance.
4/1/2025	[redacted]	e-Engagement	I made a re-engagement call. Also a student requested a transfer to a closer location and I submitted a request
4/1/2025	[redacted]	e-Engagement	I left a voice message about the student's absences for the last week from 03/24-03/28.
4/1/2025	[redacted]	e-Engagement	1st attempt to reach out to a student, no success. Left a txt and VM
4/1/2025	[redacted]	e-Engagement	1st attempt to reach out to a student. No success. Sent a txt message
4/1/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025	[redacted]	e-Engagement	A student promised to return to school after the re-engagement call
4/1/2025	[redacted]	e-Engagement	I spoke with [redacted] about her absences from 03/24-03/28. Her kids were sick last week.
4/1/2025	[redacted]	e-Engagement	I spoke with the student about his absences. He said that he was out of town and couldn't attend school.
4/1/2025	[redacted]	e-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
4/1/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025	[redacted]	e-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
4/1/2025	[redacted]	e-Engagement	1st attempt to reach out to a student, no success. Left a txt and VM
4/1/2025	[redacted]	e-Engagement	A student gave us a call back and promised to return to school
4/1/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025	[redacted]	e-Engagement	1st attempt to reach out to a student, no success. Left a txt and VM
4/1/2025	[redacted]	e-Engagement	1st attempt to reach out to a student, no success. Left a txt and VM
4/1/2025	[redacted]	e-Engagement	I spoke with [redacted] about her absences from 03/24-03/28. She said she will be today.
4/1/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025	[redacted]	e-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
4/1/2025	[redacted]	e-Engagement	1st attempt to reach out to a student, no success. Left a txt and VM
4/1/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025	[redacted]	e-Engagement	I called the student, but his phone doesn't accept the calls and I was unable to leave a voice message.

[redacted]

4/1/2025	Re-Engagement	1st attempt to reach out to a student, no success, cannot send a message
4/1/2025	Re-Engagement	Follow-up phone call
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes till April, 11
4/1/2025	Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to show up at school till April, 11, because they are out of country during this month and will be back only by April, 22. She notified her teacher about her absence but LOA was not submitted.
4/1/2025	Re-Engagement	Spoke with [redacted] regarding her absences from 03/24-03/28.
4/1/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
4/1/2025	Re-Engagement	I talked to student's husband, and reminded him that his wife was absent for a while and her name is in danger of being removed from the class roster.
4/1/2025	Re-Engagement	I reached out to a student, and she notified me that she is not able to attend school due to a work schedule
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they are not able to attend classes because of health issues. They cannot resume classes till April, 11.
4/1/2025	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/1/2025	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
4/1/2025	Re-Engagement	Student called back regarding their absences, promised to show up till April, 11.
4/1/2025	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up this week.
4/1/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up this week.
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up till April, 11.
4/1/2025	Re-Engagement	1st attempt to reach out to a student, no success. Left a txt and VM
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules.They promised to show up this week.
4/1/2025	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up till April,11.
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up this week.
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up this week.
4/1/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school, asked for disenrollment

4/1/2025	[redacted]	Re-Engagement	I left a voice message about last week absences from 03/24-03/28.
4/1/2025		Re-Engagement	Called the student regarding low attendance and explained attendance expectations. Student said he was busy with personal matters. per Linda
4/1/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up till April, 11
4/1/2025		Re-Engagement	I called the student due to her lack of attendance. I couldn't reach her, so I left a voicemail to follow up. If she was able to find a childcare for her child.
4/1/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said they have already showed up in a class this week
4/1/2025		Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
4/1/2025		Re-Engagement	I spoke with [redacted] about his absences from 03/24-03/28. He said she was busy with his work, and he will be today.
4/1/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes till April, 11.
4/1/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
4/1/2025		Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/1/2025		Re-Engagement	Student called back regarding their attendance. They promised to show up till April, 11
4/1/2025		Re-Engagement	1st attempt to reach out to a student, no success. Left a txt and VM
4/1/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up till April, 11
4/1/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
4/1/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up till April, 11
4/1/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
4/1/2025		Re-Engagement	A student gave us a call back and promised to return to school
4/1/2025		Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
4/1/2025		Re-Engagement	I spoke with the student about her absences from 03/24-03/28. She said she will be today.
4/1/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
4/1/2025		Re-engagement	Contacted the student and the student will return back to school and will practice proper attendance.
4/1/2025		Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
4/1/2025		Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
4/1/2025		Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.

[redacted]			
4/1/2025	[redacted]	Re-Engagement	I talked to the student and reminded her that she has been absent for a while and her is in danger of being removed from class roster. The student was sick and will try to attend class more regularly.
4/1/2025	[redacted]	Re-engagement	Student number not in service.
4/1/2025	[redacted]	Re-engagement	Contacted the student and the student will return back to school and will practice proper attendance.
4/1/2025	[redacted]	Re-Engagement	A called a student concerning his absences and promised to return to school. A student also wanted to transfer to CICA so I submitted a request
4/1/2025	[redacted]	Re-engagement	Contacted the student and the student will return back to school and will practice proper attendance.
4/1/2025	[redacted]	Re-engagement	Student number not in service.
4/1/2025	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
4/1/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up till April,11
4/1/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up till April,11
4/1/2025	[redacted]	Re-Engagement	I called the student, but her phone doesn't accept the calls and I was unable to leave a voice message
4/2/2025	[redacted]	Re-Engagement	The student was contacted regarding their attendance and stated that their leave of absence has been approved by Kathy Sengvanhpheng from March 13 to May 13, 2025, and they have a confirmation email.
4/2/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence, and she explained that her infant daughter is sick and that she cannot leave her alone at home. However, she mentioned that she would try to attend before the deadline.
4/2/2025	[redacted]	Re-Engagement	I called the student regarding his absence, and he mentioned that he has been busy recently. However, he plans to return before the deadline.
4/2/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence, and she explained that her twin 7-month-old babies are sick and that she cannot leave them alone at home. However, she mentioned that she would try to attend before the deadline.
4/2/2025	[redacted]	Re-Engagement	I called the student regarding his absence. He mentioned that he was recently involved in a major car accident, and he has been busy with doctor appointments and checks up. However assured me that he would attend by the deadline and continue attending moving forward.
4/2/2025	[redacted]	Re-Engagement	I called the student regarding his absence and informed him of the potential consequences. He explained that an emergency but he committed to return by the due date.
4/2/2025	[redacted]	Re-Engagement	I was unable to reach the student. I sent a message explaining the purpose of my call, but their voicemail was not accepting messages.
4/2/2025	[redacted]	Re-Engagement	I called the student regarding her absence, and her brother answered the call saying she got a new job and therefore, she was not able to attend. He said that her sister is keen to continue her studies and she is trying to change her work hours so that she can attend her class. Also, he said that her sister is planning to attend before the deadline.
4/2/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence, and she explained that her aunt recently had a stroke and she busy taking care of her and her small children. She said that her aunt is recovering and she would try to attend before the deadline.
4/2/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence. She explained that her husband is sick and needs her continued support. therefore, she is not able to come to the class.

4/2/2025	[redacted]	e-engagement	Student's been sick and will return to class today.
4/2/2025		e-Engagement	I contacted the student regarding her absence, and she explained that she was recently busy. However, she assured me that she would attend before the deadline and continue attending moving forward.
4/2/2025		e-Engagement	Attempt 1: Shared a detailed text in regards to the student attendance and risk of being disenrolled.
4/2/2025		e-Engagement	I called the student regarding his absence, and he explained that he recently had a car accident, and was busy with insurance and doctor appointments. However, he told me that he would try his best to attend before the deadline and continue attending moving forward.
4/2/2025		e-Engagement	The student was unable to attend school due to work. He is returning today.
4/2/2025		e-Engagement	Attempt 1: No answer detailed VM and text was send
4/2/2025		e-Engagement	I contacted the student regarding her absence and explained the potential consequences. She mentioned that she got a job and had already asked the student services staff to transfer her class from AM to PM. However, they have not taken any action. She is interested in continuing her studies if her transfer is approved.
4/2/2025		e-Engagement	Following the student's request, I reached out to the Transfer team via email to assist with transferring her class from the AM session to the PM session.
4/2/2025		e-Engagement	I called the student multiple times regarding his absence. He mentioned that he was sick and was not able to come. However, he feels better now and will attend his class before the deadline.
4/2/2025		e-Engagement	I spoke with her, and she stated she would be unable to attend class for a few days since her daughter is quite ill. 4/2/25
4/2/2025		e-Engagement	I called the student regarding his absence, and he explained that one of his family members was sick and he was busy taking care of the family. However, he assured me that he would attend his class tomorrow.
4/2/2025		e-Engagement	The student is already disentrolled. I have shared our enrollment link and phone number.
4/2/2025		e-engagement	Call and text students might be dropped due to lack of absences.
4/2/2025		e-Engagement	The student was contacted and, after explaining the attendance policy, they stated that they would return to class this week.
4/2/2025		e-Engagement	Returned to class yesterday. I offered support if needed and explained that having many absences can cause for the school to drop the student.
4/2/2025		e-Engagement	I called the student regarding her absence, she mentioned that she has moved to South Carolina and is no longer able to attend.
4/2/2025		e-Engagement	LOA status at the moment
4/2/2025		e-Engagement	Attempt 2 calling student regarding their attendance. No answer, left text
4/2/2025		e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, left VM.
4/2/2025		e-engagement	Student will return back to school and will keep good attendance.
4/2/2025		e-Engagement	Due to a personal reason the student is unable to return. She will re-enrolled in a couple of weeks.
4/2/2025		e-Engagement	Attempt 1: No answer. Detailed VM and text was send
4/2/2025		e-engagement	Student number not in service.

4/2/2025	[redacted]	Re-engagement	Student number not in service.
4/2/2025		Re-engagement	Called and texted student. Left voicemail
4/2/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Student promised to show up till April, 11
4/2/2025		Re-engagement	Reached to his son. And informed him of attendance. He promised that his mom will return to school back regularly.
4/2/2025		Re-engagement	Student start class on Tuesday 4/1/25
4/2/2025		Re-Engagement	Student called back regarding their attendance. Student told that they attend classes on regular basis. During the call student was impolite and shouted that we are bothering them with the the calls and text messages. Also student was threatening the worker to go to court because of the phone calls about their attendance, though only two attempts were made to reach out to the student. After checking student's attendance it was found they skipped nine days in a row. This information was given to a student and they told that they were sick. Student was explained that they were supposed to request an LOA in that case.
4/2/2025		Re-Engagement	Attempt 2 calling student regarding their attendance. No answer, left VM.
4/2/2025		Re-Engagement	She stated that she is unable to attend every day since she is elderly and fatigued, and she is also busy at home. 4/2/25
4/2/2025		Re-Engagement	Attempt 2 contacting a student regarding their attendance. Student promised to show up till April, 11
4/2/2025		Re-engagement	Call and text students but no answer or respond.
4/2/2025		Re-engagement	Student promised to return school and will practice regular attendance.
4/2/2025		Re-Engagement	The student was contacted and stated that they are in communication with Michael about transferring to CICA and are awaiting availability.
4/2/2025		Re-engagement	Left voicemail and sent text message
4/2/2025		Re-engagement	Left voicemail and sent text message
4/2/2025		Re-Engagement	This student is confused. I called him last week to tell him he needs to come to class or he will be dropped. He said he came to the night class, but he's not in the night class. Then he came again last night and took a CASAS test, but he's not in the night class. I told him to come to the AM class tomorrow or he is at risk of being dropped. He said he will be here at 8:30.
4/2/2025		Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the purpose of my call, advising them to contact me or their teacher if they have any questions.
4/2/2025		Re-Engagement	I called the student regarding her absence, and her husband answered the call saying she was at work. He said that they moved to Woodland, and she has already requested a transfer to CICA which has been approved.
4/2/2025		Re-engagement	Reached out to the student about importance of attendance, and staying in classes.

4/2/2025	[redacted]	e-engagement	Student's number not active to communicate.
4/2/2025		e-Engagement	Attempt 2 calling student regarding their attendance. Phone is not in service, sent text
4/2/2025		e-engagement	Student will return to class on Monday Apr. 7th. She had a complicated work schedule, this is why she was absent.
4/2/2025		e-engagement	Student promised to keep regular attendance.
4/2/2025		e-engagement	Student promised to keep regular attendance.
4/2/2025		e-engagement	Awaiting his shift change to PM in school - he is working from AM shift now. He is interested to come to school and keep good attendance.
4/2/2025		e-engagement	Student will practice good/regular attendance. He as problem in reaching his current site and will require to request a site transfer.
4/2/2025		e-engagement	Student promised to practice good attendance.
4/2/2025		e-engagement	Student promised to return school and will practice regular attendance.
4/2/2025		e-engagement	Students no longer interest.
4/2/2025		e-engagement	Students returned phone and already inform his teacher . Students no longer interested.
4/2/2025		e-engagement	Students still interest and will be back to his class today!
4/2/2025		e-engagement	Call and text student but no respond.
4/2/2025		e-engagement	Call and text students will be back anytime this week.
4/2/2025		e-Engagement	Attempt 2 calling student regarding their attendance. Phone is not in service, sent text
4/2/2025		e-Engagement	[redacted] - Re-Engagement - Due to a personal reason the student is unable to return. She will re-enrolled in a couple of weeks. -
4/2/2025		e-Engagement	Attempt 2 calling student regarding their attendance. No answer, sent text
4/2/2025		e-engagement	available PM only. No PM at this site
4/2/2025		e-Engagement	Attempt 1: No answer. Unable to leave a VM. Detailed text was send
4/2/2025		e-Engagement	Attempt 1: Phone is out of service
4/2/2025		e-Engagement	Attempt 1: Phone is out of service
4/2/2025		e-Engagement	Attempt 2 calling student regarding their attendance. No answer, sent text
4/2/2025		e-Engagement	Attempt 2 calling a student regarding their attendance. Student promised to show up this week
4/2/2025		e-engagement	Student's very busy with work schedule. Student still interested going to class.

4/2/2025	[redacted]	Re-Engagement	Called and sent a text asking him to come back to class.
4/2/2025	[redacted]	Re-Engagement	Attempt 2 calling student regarding their attendance. No answer, sent text
4/2/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. They promised to show up till April, 11
4/3/2025	[redacted]	Re-Engagement	I called the student regarding her absence, multiple times. However, she did not answer my calls so I left her a voicemail and explained the consequences if she doesn't attend by the deadline.
4/3/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 26 - April 2, 2025.
4/3/2025	[redacted]	Re-Engagement	I reached out to the student regarding her absence, but she is unreachable. I left her a voice message.
4/3/2025	[redacted]	Re-Engagement	I reached out to the student regarding her absence, but her phone went to voicemail. I left her a voice message explaining the consequences if she does not attend by the deadline.
4/3/2025	[redacted]	Re-Engagement	I called the student regarding his absence and explained the potential consequences. He assured me that he will return to the class on Monday 04/07/2025.
4/3/2025	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no answer
4/3/2025	[redacted]	Re-Engagement	I reached out to the student regarding her absence, but her phone went to voicemail. I left her a voice message explaining the consequences if she does not attend by the deadline
4/3/2025	[redacted]	Re-Engagement	2nd attempt to reach out to a student. No success
4/3/2025	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no success.
4/3/2025	[redacted]	Re-Engagement	The student was contacted regarding their attendance. After explaining the attendance policy, the student affirmed their commitment to attending class regularly.
4/3/2025	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no answer
4/3/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence, and she explained that she had been busy. However, she attended her class today and will be attending moving forward.
4/3/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 26 - April 2, 2025.
4/3/2025	[redacted]	Re-Engagement	I called the student regarding her absence a few times but her phone doesn't accept calls at this time so I sent her a voice message and explained the potential consequences if she doesn't attend her class by the deadline.
4/3/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 26 - April 2, 2025.
4/3/2025	[redacted]	Re-Engagement	I called the student regarding his absence a couple of times. However, he did not answer so I left him a voicemail and explained the consequences if he didn't attend by the deadline.
4/3/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between March 26 - April 2, 2025.
4/3/2025	[redacted]	Re-Engagement	I texted the student regarding his absence, advising him to return to class before the deadline and reminding him of the potential consequences if he does not attend.
4/3/2025	[redacted]	Re-engagement	Text to let students in Thai translation and no response.
4/3/2025	[redacted]	Re-Engagement	2nd attempt to reach out to a student, no success
4/3/2025	[redacted]	Re-Engagement	I attempted to contact the student multiple times regarding his absence, but he did not answer. I sent him a voice message explaining the consequences if he failed to attend by the deadline

[redacted]			
			I called the student regarding his absence. He mentioned that his wife was sick, and was taking care of her and children. However, she is recovering and he will attend his class by the deadline and continue attending moving
4/3/2025		e-Engagement	forward.
			I called the student regarding his absence, and he explained that he had recently been busy with work. However, he will try his best to attend class
4/3/2025		e-Engagement	as much as possible.
4/3/2025		e-Engagement	Attempt 2: text send to other phone numbers on the students powerschool.
			Student contacted about missing 5 classes in a row between March 26 -
4/3/2025		e-Engagement	April 2, 2025.
4/3/2025		e-Engagement	2nd attempt to reach out to a student, no answer
4/3/2025		e-Engagement	A student gave us a call back and promised to start attending school
			I called the student regarding his absence. He mentioned that he was sick, and hospitalized. However, he is recovering and will attend class by the
4/3/2025		e-Engagement	deadline and continue attending moving forward.
			Student contacted about missing 5 classes in a row between March 26 -
4/3/2025		e-Engagement	April 2, 2025.
			A student promised to come back to school, they had some car issues and
4/3/2025		e-Engagement	could not get here
			The student is currently sick and may not be able to attend class for a
4/3/2025		e-Engagement	couple of days.
4/3/2025		e-Engagement	2nd attempt to reach out to a student, no answer
4/3/2025		e-Engagement	I was trying to call a student for the re-engagement but received no answer.
			A student gave us a call back, and I could explain what CICA is and
4/3/2025		e-Engagement	confirmed their willingness to transfer
			Student contacted about missing 5 classes in a row between March 26 -
4/3/2025		e-Engagement	April 2, 2025.
4/3/2025		e-Engagement	A student works and cannot attend school currently
			Student contacted about missing 5 classes in a row between March 26 -
4/3/2025		e-Engagement	April 2, 2025.
4/3/2025		e-Engagement	2nd attempt to reach out to a student, no answer
4/3/2025		e-Engagement	2nd attempt to reach out to a student, no answer
4/3/2025		e-Engagement	The student is unable to attend class as she recently delivered her baby.
			Connected with [redacted] emergency contact. She agreed he will return to
4/3/2025		e-Engagement	class.
			A student was sick and could not attend school. She promised to return
4/3/2025		e-Engagement	asap
			Reached out to student regarding attendance; she confirmed she plans to
4/3/2025		e-Engagement	attend class today.
			Dropping off her children at school at 9:30. Was told by someone that class ends at 11 that's why student didn't come in. Student was informed
4/3/2025		e-engagement	with the class schedules and so will come in tomorrow at 10:30.
4/3/2025		e-Engagement	2nd attempt to reach out to a student. Number is not in service
			Student contacted about missing 5 classes in a row between March 26 -
4/3/2025		e-Engagement	April 2, 2025.
			Student contacted about missing 5 classes in a row between March 26 -
4/3/2025		e-Engagement	April 2, 2025.
			Student contacted about missing 5 classes in a row between March 26 -
4/3/2025		e-Engagement	April 2, 2025.

[redacted]	[redacted]	4/3/2025	Re-engagement	Talked to his son and asked to notify his dad about school attendance and importance of punctuality or otherwise may face dis-enrollment.
		4/3/2025	Re-engagement	Student promised to return school immediately. He had some personal problems and was unable to keep good attendance.
		4/3/2025	Re-Engagement	I was unable to reach the student regarding their attendance. I left a voicemail and sent a text message explaining the purpose of my call, advising them to contact me or their teacher if they have any questions.
		4/3/2025	Re-engagement	Phone not in service anymore -
		4/3/2025	Re-engagement	Student will return to school and will keep good attendance.
		4/3/2025	Re-engagement	Student will return to school and will keep good attendance.
		4/3/2025	Re-Engagement	I called the student regarding her absence, and she explained that she had been busy with personal issues. However, she assured me that she would be coming to school tomorrow.
		4/3/2025	Re-Engagement	2nd attempt to reach out to a student, no answer
		4/3/2025	Re-engagement	Student will return to school and will keep good attendance.
		4/3/2025	Re-Engagement	Student contacted about missing 5 classes in a row between March 26 - April 2, 2025.
		4/3/2025	Re-Engagement	I called the student regarding her absence, and she explained that she had been busy recently. However, she assured me that she would be coming to school tomorrow.
		4/3/2025	Re-Engagement	I contacted the student regarding her absence and explained the potential consequences. She assured me that she would return before the deadline and continue attending moving forward.
		4/3/2025	Re-engagement	She promised to keep good attendance -
		4/3/2025	Re-Engagement	Student contacted about missing 5 classes in a row between March 26 - April 2, 2025.
		4/3/2025	Re-Engagement	Reached out to the emergency contact. They will pass the msg.
		4/3/2025	Re-Engagement	Connected with emergency number. Will share the msg.
		4/3/2025	Re-Engagement	Connected with emergency phone number.
		4/3/2025	Re-engagement	Tried multiple times to contact the student - but was not in service.
		4/4/2025	Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
		4/4/2025	Re-engagement	I called the student to ask about his absence; she told me that she is waiting to be transferred to another site close to her house.
		4/4/2025	Re-Engagement	I spoke to [redacted] to encourage better attendance and he said he would be coming to class monday or tuesday because this week his wife and daughter have been sick and have had several doctor appointments.
		4/4/2025	Re-Engagement	I spoke to [redacted] to encourage better attendance and he said he will start coming to class on monday.
		4/4/2025	Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.

[redacted]	[redacted]		
4/4/2025		Re-Engagement	Called, no answer. Texted the student regarding absence this week. Reminded student about attendance expectations. Asked if there were any concerns. Student replied that he was sick. Per Linda Lee.
4/4/2025		Re-Engagement	I tried calling [redacted] ut she did not answer and so I sent her message to remind her about our attendance policy and to check in on her because she's normally pretty good about coming to school frequently.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-Engagement	The student has return to class.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-Engagement	I called the student regarding her absence, and her husband answered the call saying she was busy taking care of her small children. However, he assured me that she would attend her class on Monday 04/07/2025, and continue attending moving forward.
4/4/2025		Re-Engagement	I called the student multiple times regarding his absence. However, he did not answer my call so I left him a voice message and encouraged them to attend otherwise, hr would be transferred out.
4/4/2025		Re-Engagement	I spoke to [redacted] and he told me he has been very busy this week and hasn't been able to come to class but will be coming to class on monday.
4/4/2025		Re-Engagement	I called the student multiple times regarding his absence but he did not answer my calls so I left him a voicemail.
4/4/2025		Re-Engagement	I tried calling and texting [redacted] but I believe her phone might be blocked im not able to get in contact with her.
4/4/2025		Re-Engagement	I called the student multiple times regarding her absence. However, the calls go to voicemail so I left her a voicemail and explained the consequences if she doesn't attend her class by the deadline.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	Orientation completed.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-Engagement	Said he was very busy this week and will start attending next week. Per Linda Lee.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	I called the student to ask about his absence; he told me he will come to school next week.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.

[redacted]	[redacted]		
4/4/2025		Re-Engagement	Called, no answer. Texted the student regarding absence this week. Reminded student about attendance expectations. Asked if there were any concerns. Student replied that she has been in and out of the hospital because her son had an emergency. Per Linda Lee.
4/4/2025		Re-engagement	Student is returning to class, please don't disenroll
4/4/2025		Re-engagement	Student can attend class from 7 to 9.30 pm Email sent to enrollment to ask if possible. Otherwise, disenroll
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-Engagement	Called, no answer. Texted the student regarding absence this week. Reminded student about attendance expectations. Asked if there were any concerns. Per [redacted]
4/4/2025		Re-Engagement	I tried calling [redacted] but he did not answer and so I sent him a message to encourage more frequent attendance.
4/4/2025		Re-engagement	Student is returning to class, please don't disenroll
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	Student will return to class. Please don't disenroll
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-Engagement	sent student a message to encourage better attendance and I also sent the attendance video to remind them of the importance of coming to class more frequently.
4/4/2025		Re-Engagement	Called the student she was absent this whole week but she said she will be in class as of Monday.
4/4/2025		Re-engagement	Unreachable
4/4/2025		Re-engagement	student will return to class
4/4/2025		Re-engagement	student will return to class
4/4/2025		Re-Engagement	I was unable to reach the student or their emergency contact regarding their attendance. I left a voicemail and sent a text message explaining the purpose of my call. I advised them to contact me or their teacher if they have any questions.
4/4/2025		Re-Engagement	The student's emergency contact reached out and mentioned that [redacted] went to Afghanistan, and they are unsure of the return date.
4/4/2025		Re-Engagement	Sent [redacted] a message to encourage better attendance.
4/4/2025		Re-Engagement	I called the student due to her being absent the whole week she didn't answer so I left her a VM!

[redacted]	[redacted]		
4/4/2025		Re-Engagement	I tried calling [redacted] ut she did not answer and so i sent her a message to encourage better attendance.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-Engagement	I tried calling [redacted] but she didn't answer my call and so I sent her a message to encourage better attendance.
4/4/2025		Re-engagement	student will return to class - please dont disenroll
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-Engagement	I spoke to [redacted] o encourage better attendance but she was having trouble understanding me. she did say she would be coming to class on monday.
4/4/2025		Re-Engagement	I sent [redacted] a message to encourage better attendance.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	student is back in class in West Sac
4/4/2025		Re-engagement	I called the student to ask about his absence; he told me this week he was busy with his job, but next week he will come to class.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	Students too busy with personal schedule and would like to be dis-enroll.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	student will return to class
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-Engagement	I did try calling [redacted] but I was not able to contact him his phone says its out of service.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-engagement	On 4/2/25 messaged student to encourage them to attend class and offered assistance with academics.
4/4/2025		Re-Engagement	Student called back regarding their attendance. Student said they will resume attending classes. Also student is considering transfer to CICA due to their busy schedule.
4/4/2025		Re-Engagement	I sent [redacted] a message to encourage better attendance.

4/4/2025	[redacted]	e-engagement	student will return to class
4/7/2025	[redacted]	e-Engagement	I called to the student regarding to his attendance, his phone number is not in service any more.
4/7/2025	[redacted]	e-Engagement	Student did not answer her phone. I put a VM to let her know that she has been absent for while and her name is in danger of being removed from class roster.
4/7/2025	[redacted]	e-Engagement	She will not be attending class anymore. She is very busy with college and is also working a lot.
4/7/2025	[redacted]	e-Engagement	I called to the student regarding to her attendance, Her children's school hours is conflicted to her class hours. I offered the evening classes.
4/7/2025	[redacted]	e-Engagement	The phone number on file doesn't work.
4/7/2025	[redacted]	e-Engagement	She has moved to South Carolina and will not be returning to class.
4/7/2025	[redacted]	e-Engagement	The phone number on file doesn't work.
4/7/2025	[redacted]	e-Engagement	Follow up
4/7/2025	[redacted]	e-Engagement	He will be back 4/8/25.
4/7/2025	[redacted]	e-Engagement	The student did not answer. I left a VM that he has been absent for a while and his name is in danger of being removed from class roster.
4/7/2025	[redacted]	e-Engagement	The student did not answer. I left a VM that she has been absent for a while and her name is in danger of being removed from the roster.
4/7/2025	[redacted]	e-Engagement	The student did not answer. I put a VM to remind her that she has been absent for a long time, and her is in danger of being removed from class roster. I also added if she needs help to improve her attendance, she can talk to her teacher.
4/8/2025	[redacted]	e-Engagement	I called the student, and she said she won't attend school anymore. She wants to transfer to online class.
4/8/2025	[redacted]	e-Engagement	I called the student regarding her absences, and she said she won't attend school anymore. She wants to transfer to online class.
4/8/2025	[redacted]	e-Engagement	I talked to him 04/08/24. He mentions that he is sick; when he gets better, he will come to class.
4/8/2025	[redacted]	e-engagement	Student didn't answer the calls - VM sent notifying her to return school.
4/8/2025	[redacted]	e-engagement	VM Sent to the student notifying her to return to school -
4/8/2025	[redacted]	e-engagement	The student is waiting for site transfer - 33rd transfer
4/8/2025	[redacted]	e-Engagement	I called to the student regarding his absences and he said he is sick.
4/9/2025	[redacted]	e-Engagement	Follow up phone call, reminding about the appointment. Student confirmed to come.
4/9/2025	[redacted]	e-Engagement	4/9/25 I contacted her to inform her that she did not attend class. She did not answer the phone. I left a voice message.
4/9/2025	[redacted]	e-Engagement	His wife messaged me and said he couldn't come to class because he obtained a job. 4/9/25

[redacted]			
4/9/2025	[redacted]	Re-Engagement	4/9/25 I called her, and she said she couldn't take the bus and come to class because her husband was unwell and she couldn't come alone.
4/9/2025	[redacted]	Re-Engagement	I left a voice message about his absences.
4/9/2025	[redacted]	Re-Engagement	I spoke with the student regarding his absences. He said he will come tomorrow.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 3-9, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 3-9, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 3-9, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 3-9, 2025.
4/10/2025	[redacted]	Re-Engagement	I left a voice message regarding his absences.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	Re-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.

4/10/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between April 3-9, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-Engagement	Student contacted about missing 5 classes in a row between April 3-9, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/10/2025	[redacted]	e-engagement	Messaged student to inform/remind them that next week is spring break and to encourage them to attend class regularly starting on Monday, April 21, 2025.
4/11/2025	[redacted]	e-Engagement	I called the student due to her lack of attendance her husband answered and said she has been sick with high diabetes and high blood pressure.
4/11/2025	[redacted]	e-Engagement	He was out of town and says he will attend next week- per linda
4/11/2025	[redacted]	e-Engagement	I tried calling [redacted]but she did not answer. I sent her a message to encourage better attendance and to remind her that we are on spring break next week.
4/11/2025	[redacted]	e-Engagement	Follow -up phone call.
4/11/2025	[redacted]	e-Engagement	I called the student and he said he got a full-time job and can not attend school anymore.

[redacted]			
4/11/2025	[redacted]	Re-Engagement	Sent student a message to encourage better attendance.
4/11/2025	[redacted]	Re-Engagement	I sent [redacted] a message to encourage better attendance.
4/11/2025	[redacted]	Re-Engagement	Left a voicemail about absences this week. He called back and requested evening classes since he works in the day.- per linda
4/11/2025	[redacted]	Re-Engagement	I sent [redacted] a message to encourage better attendance.
4/11/2025	[redacted]	Re-Engagement	Returning phone call. Provided information on how to request a SIM swap.
4/11/2025	[redacted]	Re-Engagement	Student has personal issues and has been feeling sick.-per linda
4/11/2025	[redacted]	Re-Engagement	Texted the student about absence this week.- per linda
4/11/2025	[redacted]	Re-Engagement	I sent [redacted] a message to encourage better attendance.
4/11/2025	[redacted]	Re-Engagement	I tried to call and text the student but was unable to reach I think he needs a sim swap.
4/16/2025	[redacted]	Re-engagement	Return phone call. Student asked me about attendance requirements and bell schedule. The requested information was provided.
4/16/2025	[redacted]	Re-Engagement	The student shared that he was out sick. But is returning to class next week. I explained that the school is closed for spring break this week.
4/17/2025	[redacted]	Re-engagement	Called the student to verify if she is still interested to be a student with Highlands. Student interested in CICA program, but live in Hayward, Alameda county. Let student know that we can't process with her registration, because she lives out of area, we serve for CICA program.
4/17/2025	[redacted]	Re-engagement	Contacted student to follow up on her registration. Student previously requested change location closer to her address. No answer, left VM.
4/17/2025	[redacted]	Re-engagement	Contacted student to verify if she is still interested in being a student at Highlands. No answer, left VM.
4/21/2025	[redacted]	Re-Engagement	I called to the student regarding to her attendance, her phone number is not in service any more.
4/21/2025	[redacted]	Re-Engagement	I called to the student regarding to his attendance, his number is not working.
4/21/2025	[redacted]	Re-Engagement	I called to the student and left a voice message about her absences.
4/21/2025	[redacted]	Re-Engagement	I couldn't call and talk to the student about his absences from 04.07-04.11 because his phone isn't working.
4/21/2025	[redacted]	Re-Engagement	Spoke with [redacted] about her absences. She said her kids were sick and she stayed home with them.
4/21/2025	[redacted]	Re-engagement	Student will be absent from May - June 2025 due to family emergency; enrollment team notified.
4/21/2025	[redacted]	Re-Engagement	I called to the student regarding to his attendance, he said he was sick.
4/21/2025	[redacted]	Re-Engagement	I called to the student and left a voice message about his absences from 04.07 to 04.11.
4/21/2025	[redacted]	Re-Engagement	I called to the student and left a voice message about his absences from 04/07 to 04/11.
4/21/2025	[redacted]	Re-Engagement	I called to the student and left a voice message about his absences from 04/07 to 04/11.
4/22/2025	[redacted]	Re-Engagement	The student can not attend class for a while as she has given birth.

[redacted]	[redacted]		
4/23/2025		Re-Engagement	[redacted] was informed that only completing 10 units of coursework after 3 years in bridge was well below academic progress standards. He was informed that his only option was to begin committing himself to attending class every day for the entire duration of instructional time.
4/24/2025		Re-Engagement	Called the student about attendance. He will be back for class today.
4/24/2025		Re-Engagement	The student was contacted regarding their attendance and stated that they will resume attendance next week.
4/24/2025		Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail outlining the purpose of my call, requesting a return call, and advising them to reach out to me or their teacher should they have any questions.
4/24/2025		Re-Engagement	Student was absent during her first week of redesignation because of an eye infection. She plans to return next week.
4/24/2025		Re-engagement	Sent text to student for the Orientation date 4/29/25 @ GG2 11am . No respond yet.
4/24/2025		Re-Engagement	Student contacted about missing 5 classes in a row between April 10-23, 2025.
4/24/2025		Re-engagement	Student responded can't be able to attend due to her class schedule from Advance Beauty College.
4/24/2025		Re-Engagement	Student contacted about missing 5 classes in a row between April 10-23, 2025.
4/24/2025		Re-Engagement	Student contacted about missing 5 classes in a row between April 10-23, 2025.
4/24/2025		Re-Engagement	Student contacted about missing 5 classes in a row between April 10-23, 2025.
4/24/2025		Re-Engagement	Student contacted about missing 5 classes in a row between April 10-23, 2025.
4/24/2025		Re-Engagement	Student contacted about missing 5 classes in a row between April 10-23, 2025.
4/24/2025		Re-Engagement	Student contacted about missing 5 classes in a row between April 10-23, 2025.
4/24/2025		Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail outlining the purpose of my call, requesting a return call, and advising them to reach out to me or their teacher should they have any questions.
4/24/2025		Re-Engagement	The student was contacted regarding their attendance and stated that they will resume attendance next week.
4/24/2025		Re-Engagement	Student contacted about missing 5 classes in a row between April 10-23, 2025.
4/24/2025		Re-engagement	Text student for orientation will be on Tuesday, April 29th,2025.
4/24/2025		Re-Engagement	Student contacted about missing 5 classes in a row between April 10-23, 2025.
4/25/2025		Re-Engagement	Attempt 1: The phone is turned off and unable to leave a VM
4/25/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student promised to show up till May, 2
4/25/2025		Re-Engagement	Student has been busy and will attend Monday. pe [redacted]
4/25/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
4/25/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to family issues, asked for disenrollment
4/25/2025		Re-Engagement	Attempt 1: No answer. Detailed VM in spanish and English was left.
4/25/2025		Re-Engagement	Attempt 1: No answer. VM left

4/25/2025	[redacted]	Re-Engagement	Attempt 1: No answer. VM left
4/25/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they have attended class this week. During our conversation we discovered that student requested a transfer to Marconi location and was waiting for available spot. After checking the information it turned our student has already been transferred to the new location but didn't get any information about this. Sent student their new class information. Student will return to classes next week.
4/25/2025	[redacted]	Re-Engagement	Will return May 1st.
4/25/2025	[redacted]	Re-Engagement	Attempt 1: No answer. VM left
4/25/2025	[redacted]	Re-Engagement	I tried calling [redacted] but he did not answer I believe his phone was turned off because it went straight to voicemail. I sent him a message to encourage better attendance and the attendance video so that he fully understands our policy and the importance of coming to class more frequently.
4/25/2025	[redacted]	Re-Engagement	Update: unable to returned. requested to be dropped.
4/25/2025	[redacted]	Re-Engagement	Attempt 1: No answer. VM left
4/25/2025	[redacted]	Re-Engagement	Attempt 1: Phone is off, VM lfet Uodate: Will return today
4/25/2025	[redacted]	Re-Engagement	Attempt 1: Vm left
4/25/2025	[redacted]	Re-Engagement	I was unable to contact the student about their attendance. I left a voicemail explaining the purpose of my call and requested a callback.
4/25/2025	[redacted]	Re-Engagement	Will return next week.
4/25/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
4/25/2025	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/25/2025	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance, no answer. I texted the student.
4/25/2025	[redacted]	Re-Engagement	I attempted to reach out to the student regarding the attendance. The student is unreachable for me.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is not planning to return due to a busy work schedule
4/25/2025	[redacted]	Re-Engagement	I was unable to contact the student about their attendance. I left a voicemail explaining the purpose of my call and requested a callback.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	I attempted to reach out to the student regarding the attendance. The student is unreachable for me.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is not planning to return due to a busy work schedule
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance, no answer. Left a VM. Attempt 1.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.

[redacted]	[redacted]		
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is not planning to return due to a busy work schedule
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	The student is sick and can not attend the class for a while. Update: Will return next week
4/25/2025	[redacted]	Re-Engagement	Attempt 1: VM left
4/25/2025	[redacted]	Re-Engagement	Student has a new job and would like to be removed from class. Per Linda
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance, no answer. Left a VM. Attempt 1.
4/25/2025	[redacted]	Re-Engagement	Attempt 1: No answer. Vm left
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance, no answer. Left a VM. Attempt 1.
4/25/2025	[redacted]	Re-Engagement	Attempt 2. I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	I tried to call the student due to her lack of attendance but her phone is out of service.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance, no answer. I texted the student.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance as the phone number provided on their file is currently out of service. I have left a voicemail for their emergency contact and requested a callback.
4/25/2025	[redacted]	Re-Engagement	I was unable to contact the student about their attendance. I left a voicemail explaining the purpose of my call and requested a return call.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is not planning to return due to a busy work schedule.
4/25/2025	[redacted]	Re-Engagement	The student was contacted about their attendance and mentioned they will return to class next week.
4/25/2025	[redacted]	Re-Engagement	I attempted to reach out to the student regarding the attendance. The student is unreachable for me.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	The student has not been informed before that he has been enrolled in the class. I notified the student and apologized. I also gave information regarding his class and the teacher's name. The student is interested in school and plans to come ASAP.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is interested in school and plans to return ASAP.
4/25/2025	[redacted]	Re-Engagement	The student has not been informed before that he has been enrolled in the class. I notified the student and apologized. I also gave information regarding his class and the teacher's name. The student is interested in school and plans to come ASAP.
4/25/2025	[redacted]	Re-Engagement	I sent [redacted] a message to encourage her to attend class more frequently.
4/25/2025	[redacted]	Re-Engagement	Student has been sick and hopes to attend next week. Per Linda

[redacted]			
4/25/2025		e-Engagement	I called the student regarding the attendance. The student is not planning to return as he is getting married.
4/25/2025		e-Engagement	I called the student regarding the attendance, no answer. I texted the student.
4/25/2025		e-Engagement	Left a voicemail regarding absences this week. Per Linda
4/25/2025		e-Engagement	I attempted to reach out to the student regarding the attendance. The student is unreachable for me.
4/25/2025		e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/25/2025		e-Engagement	Student texted back regarding their attendance. They were transferred to the Level 4, but they didn't get any information about their new class. The student was confused, that is why they didn't show up in the class.
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule, asked for disenrollment
4/25/2025		e-Engagement	Left a voicemail regarding absences this week. Texted that she had a lot of appointments this week. Per Linda
4/25/2025		e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they had some transportation issues and promised to show up till May, 2
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they had some transportation issues and promised to show up till May,2
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said they have already showed up in a class this week
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student promised to show up till May,2
4/25/2025		e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/25/2025		e-Engagement	Student called back regarding their attendance. Student is not interested in attending school at this time, asked for disenrollment.
4/25/2025		e-Engagement	Student moved to Texas. Would like to request online classes. Per Linda
4/25/2025		e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said they have already showed up in a class this week
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student promised to show up till May,2
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
4/25/2025		e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to return to school till May, 2 due to their work schedule.
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
4/25/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes next week.

[redacted]			
4/25/2025	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/25/2025	[redacted]	Re-Engagement	Student texted back regarding their attendance, promised to show up next week
4/25/2025	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
4/25/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
4/25/2025	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail explaining the purpose of my call and requested a return call.
4/25/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes next week.
4/25/2025	[redacted]	Re-Engagement	I sent [redacted] a message to encourage him to attend class more frequently.
4/25/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
4/25/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
4/25/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student promised to show up till May,2
4/28/2025	[redacted]	Re-Engagement	I tried calling the student regarding her absences, but her phone kept disconnecting immediately.
4/28/2025	[redacted]	Re-Engagement	The student was contacted regarding their attendance and indicated that they have commenced enrollment at a college and will no longer be continuing their studies at Highlands.
4/28/2025	[redacted]	Re-Engagement	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
4/28/2025	[redacted]	Re-Engagement	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to class this week
4/28/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
4/28/2025	[redacted]	Re-Engagement	I was unable to reach the student or their emergency contact regarding their attendance. I left a voicemail outlining the purpose of my call and requested a return call at their earliest convenience.
4/28/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
4/28/2025	[redacted]	Re-Engagement	The student requested an update regarding the transferring status to Folsom location. He is still on waitlist
4/28/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
4/28/2025	[redacted]	Re-Engagement	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to class tomorrow
4/28/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
4/28/2025	[redacted]	Re-Engagement	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
4/28/2025	[redacted]	Re-Engagement	The student's emergency contact was reached, as the student's phone number is currently out of service. The contact indicated that the student is abroad and will return in 20 days. However, they are uncertain whether the student will return to class upon their return.
4/28/2025	[redacted]	Re-Engagement	The student was contacted regarding their attendance and reported that they will return to class tomorrow, April 29.
4/28/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
4/28/2025	[redacted]	Re-Engagement	Student requested information about her enrollment status. Contacted SOR, the student is still waitlisted.

[redacted]			
4/28/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
4/28/2025	[redacted]	Re-Engagement	I was unable to contact the student regarding their attendance. I left a voicemail outlining the purpose of my call, requesting a return call, and advising them to reach out to me or their teacher should they have any questions.
4/28/2025	[redacted]	Re-Engagement	Student walked in and requested proof of enrollment letter. Emailed SOR and printed out POE document
4/28/2025	[redacted]	Re-Engagement	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Number is not in service or restricted
4/28/2025	[redacted]	Re-Engagement	Student was contacted about their absences and risk of disenrollment and a request to return to school was made through Email
4/28/2025	[redacted]	Re-Engagement	The student was contacted about their attendance and reported that they will return to class tomorrow, April 29.
4/29/2025	[redacted]	Re-Engagement	Submitted student's proof of address to registration department.
4/29/2025	[redacted]	Re-Engagement	Attempt 2 calling a student regarding their attendance. Phone is not in service.
4/29/2025	[redacted]	Re-Engagement	Attempt 2 calling a student regarding their attendance. Phone is not service.
4/29/2025	[redacted]	Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, left VM.
4/29/2025	[redacted]	Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, left VM.
4/29/2025	[redacted]	Re-Engagement	I called a student about attendance issues. She promised to return to school
4/29/2025	[redacted]	Re-Engagement	Student informed his wife [redacted] (our student as well) and himself had a car accident on April 24. They have been missing classes since then due to their medical and legal appointments connected with the accident. The students sent an email and attached the excuse from school signed by an individual from Mercy San Juan Medical Center.
4/29/2025	[redacted]	Re-Engagement	I called a student to notify them about the attendance issues. She will try to return to school, but she is also looking for a job
4/29/2025	[redacted]	Re-Engagement	2 Attempt, no answer
4/29/2025	[redacted]	Re-Engagement	I called a student and notified them about the attendance issues. She promised to return to school. but also has a transportation issues
4/29/2025	[redacted]	Re-Engagement	I tried to call a student about the attendance issues, but she did not answer
4/29/2025	[redacted]	Re-Engagement	I called a student to encourage them to attend school and explained the attendance policy. He promised to return to school
4/29/2025	[redacted]	Re-Engagement	I called a student to explain the current attendance policy and encouraged to attend classes. The student promised to return to school
4/29/2025	[redacted]	Re-Engagement	I called a student to explain the current attendance policy rules and encouraged to attend classes. The student promised to return to school
4/29/2025	[redacted]	Re-Engagement	2 Attempt, no answer
4/29/2025	[redacted]	Re-Engagement	I called a student to ask if she is going to return to school. She said that she is waiting to be transferred to CICA and cannot attend classes
4/29/2025	[redacted]	Re-Engagement	Attempted to reach out to the student, but received no response. Sent a text message.
4/29/2025	[redacted]	Re-Engagement	A student called us back and promised to return
4/29/2025	[redacted]	Re-Engagement	The student answered via text messages that he is planning to return to school.

4/29/2025	[redacted]	Re-Engagement	A student confirmed that she will not continue with her study
4/29/2025		Re-Engagement	A student's wife confirmed that he will not continue with his studies
4/29/2025		Re-Engagement	I called a student to explain the current attendance policy rules and encouraged to attend classes. The student promised to return to school
4/29/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
4/29/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
4/29/2025		Re-Engagement	1st attempt to reach out to a student, no success. Left a txt and VM
4/29/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
4/29/2025		Re-Engagement	2 Attempt, no answer
4/29/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, left VM.
4/29/2025		Re-engagement	Student was notified about his lack of attendance and said that he is out of state and will be back next week (5/7).
4/29/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Student was unreachable, left VM.
4/29/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Phone is not in service
4/29/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, left VM.
4/29/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Phone is not in service.
4/29/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Phone number is not in service
4/29/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, sent text.
4/29/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Phone number is not in service.
4/29/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Phone number is not in service.
4/30/2025		Re-Engagement	Called the student. He has had issues with his job schedule and couldn't attend. He told me he would be back to school soon.
4/30/2025		Re-Engagement	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
4/30/2025		Re-Engagement	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to class this week.
4/30/2025		Re-Engagement	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Due to work schedule he is unable to come to class every day, but will try to return to class this week.
4/30/2025		Re-Engagement	The student requested an update regarding their new submitted transcripts processing status. Emailed the request to the transcripts department
4/30/2025		Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.

[redacted]			
4/30/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence. She explained that she had traveled to Afghanistan due to her sister's passing and had already submitted a request for (LOA). She informed me that she attended class today and plans to continue attending moving forward.
4/30/2025	[redacted]	Re-Engagement	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, VM box is not set up yet, so sent a TM
4/30/2025	[redacted]	Re-Engagement	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. The student attends school already
4/30/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence. She explained that she had been working two jobs but has resigned from one to focus on attending class. She expressed interest in returning before the deadline
4/30/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence. She explained that she had been experiencing foot pain, which made it difficult for her to walk. However, she is feeling better now and would like to return to class before the deadline on 05//2/2025.
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
4/30/2025	[redacted]	Re-Engagement	I contacted the student regarding her absence. She explained that she recently had a newborn baby and was unable to attend class. However, she plans to attend before Friday, 05/02/2025
4/30/2025	[redacted]	Re-Engagement	I contacted the student regarding his absence. He mentioned that he had been dealing with some personal issues. However, he is on his way to class today and plans to attend regularly moving forward.
4/30/2025	[redacted]	Re-Engagement	I attempted to contact the student regarding her absence, but another person answered and stated that it was the wrong number.
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
4/30/2025	[redacted]	Re-Engagement	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but there was no answer. I left a voicemail and a text message.
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but the number is not in service
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
4/30/2025	[redacted]	Re-Engagement	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, VM box is full, so sent a TM
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but there was no answer. I left a voicemail and a text message.
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but the number is not in service
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, and they promised to return to school.
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but the number is not in service
4/30/2025	[redacted]	Re-Engagement	I reached out to a student regarding attendance, but the number is not in service
5/1/2025	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 24-May 1, 2025.

[redacted]			
5/1/202	[redacted]	Re-Engagement	I sent a text message to the student regarding his absence and explained the potential consequences if he doesn't attend the class by the deadline.
5/1/202	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 24-May 1, 2025.
5/1/202	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 24-May 1, 2025.
5/1/202	[redacted]	Re-Engagement	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
5/1/202	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 24-May 1, 2025.
5/1/202	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 24-May 1, 2025.
5/1/202	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 24-May 1, 2025.
5/1/202	[redacted]	Re-Engagement	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
5/1/202	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 24-May 1, 2025.
5/1/202	[redacted]	Re-Engagement	Student called me asking about the absence email they got. Provided updated attendance guidelines and requirements.
5/1/202	[redacted]	Re-Engagement	I called the student regarding his absence, and he mentioned that he has been busy recently. However, he confirmed that he will attend class yesterday, April 30th, and plans to continue attending moving forward.
5/1/202	[redacted]	Re-Engagement	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
5/1/202	[redacted]	Re-Engagement	I called the student regarding his absence. However, the phone number is not in service.
5/1/202	[redacted]	Re-Engagement	I contacted the student regarding her absence. During our conversation, she explained that she originally enrolled in the PM session but was placed in the AM session instead. She stated that attending the AM session is difficult due to her work schedule.
5/1/202	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 24-May 1, 2025.
5/1/202	[redacted]	Re-Engagement	I called the student multiple times regarding his recent absence, but no answer, so I left a voicemail message outlining the potential consequences of continued non-attendance and emphasizing the importance of attending class by the specified deadline.
5/1/202	[redacted]	Re-Engagement	I contacted the student regarding his absence. He told me that he had a severe back injury he couldn't walk. However, he is recovering and will try to return to the class by Monday, 05/05/2025.
5/1/202	[redacted]	Re-Engagement	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, VM box is not set up yet, so sent a TM
5/1/202	[redacted]	Re-Engagement	I contacted the student regarding his absence. He explained that he recently started a new job and has already requested a transfer to CICA. He is currently awaiting placement. I advised him to attend his class until the transfer is finalized.
5/1/202	[redacted]	Re-Engagement	Student contacted about missing 5 classes in a row between April 24-May 1, 2025.
5/1/202	[redacted]	Re-Engagement	I contacted the student regarding his absence. He explained that he recently started a new job and has already requested a transfer to CICA. He is currently awaiting placement.
5/1/202	[redacted]	Re-Engagement	I attempted to contact the student multiple times regarding his absence. As he did not answer, I left a voicemail explaining the consequences of not attending by the specified deadline.

[redacted]	[redacted]	5/1/2025	Re-Engagement	I contacted the student regarding her absence. She informed me that she has recently moved to a new location, and the commute is now too far for her to attend
		5/1/2025	Re-Engagement	I called the student regarding her absence, and she mentioned that she has been busy recently. However, she confirmed that she will attend the class before the deadline and plans to continue attending moving forward.
		5/1/2025	Re-Engagement	I called the student regarding his absence, and he mentioned that he has recently started college and is unable to attend.
		5/1/2025	Re-Engagement	I called the student multiple times regarding her absence. However, her phone number is not in service.
		5/1/2025	Re-Engagement	Contacted the student regarding his absence. He explained that he has been busy with work and is the sole provider for his family. He stated that he will try to attend as consistently as possible.
		5/1/2025	Re-Engagement	I called the student regarding his absence. However, his phone number is not in service.
		5/1/2025	Re-Engagement	I contacted the student regarding his absence. He explained that he recently started a job and is unable to attend his morning class. He has requested a transfer to the PM session and is currently awaiting placement.
		5/1/2025	Re-Engagement	I contacted the student regarding his absence. He informed me that he has relocated to Yuba City and submitted a transfer request to Clark Avenue.
		5/1/2025	Re-Engagement	I called the student regarding his absence multiple times, but no answer, so I left a voicemail explaining the importance of attendance, and if he doesn't show by the deadline, he will be disenrolled.
		5/1/2025	Re-Engagement	I called the student regarding her absence multiple times, but no answer, so I left a voicemail explaining the importance of attendance, and if she doesn't show by the deadline, she will be disenrolled.
		5/1/2025	Re-Engagement	I attempted to contact the student multiple times regarding his absence. He did not answer the calls, so I left a voicemail explaining the importance of attending class and outlining the potential consequences if he does not return by the specified deadline.
		5/1/2025	Re-Engagement	I called the student regarding his absence, and he mentioned that he has been busy recently. However, he assured me that he will attend the class tomorrow.
		5/1/2025	Re-Engagement	I attempted to contact the student multiple times regarding his absence. He did not answer the calls, so I left a voicemail explaining the importance of attending class and outlining the potential consequences if he does not return by the specified deadline.
		5/1/2025	Re-Engagement	I spoke with a student, and he said that he would no longer attend the school because he works full-time and cannot balance studying and working.
		5/1/2025	Re-Engagement	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
		5/1/2025	Re-Engagement	Attempt 2 - Unreachable- Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Contacted emergency number. No answer as well. Left a VM
		5/1/2025	Re-Engagement	Student contacted about missing 5 classes in a row between April 24-May 1, 2025.
		5/1/2025	Re-Engagement	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, VM box is full, so sent a TM
		5/1/2025	Re-Engagement	Spoke to [redacted]. She said she would come back to class tomorrow. -

5/2/202	[redacted]	Re-Engagement	I tried to contact the student due to her lack of attendance but I was unable to because of her phone being out of service.
5/2/202	[redacted]	Re-Engagement	I tried to contact the student due to his lack of attendance but I was unable to reach him due to his phone not having service
5/9/202	[redacted]	Re-Engagement	I couldn't make the call for the student about her absences because her phone wasn't answering.
5/9/202	[redacted]	e-engagement	I called the student regarding their absences/low attendance on 5/8/25. Encouraged more frequent attendance and offered support with rescheduling or any other support needed.
5/9/202	[redacted]	Re-Engagement	I couldn't leave a voice message for the student about his absences because his voice mailbox was full.
5/11/202	[redacted]	Re-Engagement	Student reached out to share that they are experiencing a high level of stress and emotional fatigue due to multiple personal and family medical emergencies. These include recent hospitalizations and ongoing health issues affecting herself and close family members. The student expressed difficulty concentrating and staying on top of attendance as a result.
5/12/202	[redacted]	e-engagement	2nd attempt | left VM
5/12/202	[redacted]	e-engagement	Student has been in a small accident and will return back to class starting this Monday
5/12/202	[redacted]	Re-Engagement	I called the student about his absence and informed him of the potential consequences. He mentioned that he was busy with some personal matters. However, he is free now and would like to attend his class this week.
5/12/202	[redacted]	e-engagement	Student will return / sent the address to our student too
5/12/202	[redacted]	Re-Engagement	I called the student about his absence and informed him of the potential consequences. He was busy with some personal matters. However, he is free now and would like to attend his class this week.
5/12/202	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
5/12/202	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
5/12/202	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
5/12/202	[redacted]	Re-Engagement	Student texted back regarding their attendance and said that due to their schedule they are not able to attend PM classes, asked for transfer to AM classes. Sent a request to Enrollment team.
5/12/202	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
5/12/202	[redacted]	Re-Engagement	I called the student about his absence and informed him of the potential consequences. He mentioned that he got a new job and couldn't attend. However, he recently changed his work schedule and will attend the class this week.
5/12/202	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
5/12/202	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend classes.
5/12/202	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend in-person classes due to their work schedule, requested CICA transfer. Request for CICA was sent previously by their teacher.
5/12/202	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
5/12/202	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
5/12/202	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.

[redacted]			
5/12/2025	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
5/12/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
5/12/2025	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
5/12/2025	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
5/12/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week
5/12/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
5/12/2025	[redacted]	Re-Engagement	I called the student about his absence and informed him of the potential consequences. He explained that he was busy with some personal matters. However, he is free now and would like to attend the class this week.
5/12/2025	[redacted]	Re-Engagement	
5/12/2025	[redacted]	re-engagement	Student told me she has been sick, she will return to class ASAP
5/12/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
5/12/2025	[redacted]	re-engagement	Student unreachable
5/12/2025	[redacted]	Re-Engagement	Student texted back regarding their attendance and promised to resume classes this week.
5/12/2025	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
5/12/2025	[redacted]	Re-Engagement	I contacted the student regarding her recent absence. During the conversation, she disclosed that she had suffered a miscarriage, which prevented her from attending classes and informing her instructor on time. She stated that she had contacted the school to report her situation and was advised that she could return once she felt ready. The student expressed her intention to continue her education and confirmed that she is now feeling better. She plans to resume attending classes this week.
5/12/2025	[redacted]	re-engagement	Student has already returned back to classes
5/12/2025	[redacted]	re-engagement	2nd attempt | student unreachable
5/12/2025	[redacted]	re-engagement	Student will return to his classes
5/12/2025	[redacted]	re-engagement	Student has moved to SanJose and wont make it to classes anymore, and she did let her teacher know months early.
5/12/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule, plans to transfer to CICA
5/12/2025	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
5/12/2025	[redacted]	re-engagement	No answer left VM and explained his attendance situation and our school's attendance policy
5/12/2025	[redacted]	re-engagement	Student has moved to Texas, wont come in anymore
5/12/2025	[redacted]	Re-Engagement	I contacted the student regarding his absence. He explained that he has been experiencing foot pain but is now feeling better and plans to attend class before the deadline.
5/12/2025	[redacted]	re-engagement	No answer
5/12/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.

5/12/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
5/12/2025	[redacted]	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
5/12/2025	[redacted]	[redacted]	Re-Engagement	Student called back regarding their attendance. Student said that they would come back to classes this week.
5/12/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
5/12/2025	[redacted]	[redacted]	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
5/12/2025	[redacted]	[redacted]	Re-Engagement	Student called back regarding their attendance. Student is not able to attend school due to their work schedule
5/13/2025	[redacted]	[redacted]	Re-Engagement	I called the student about his absence and informed him of the potential consequences. He mentioned that he was busy with some personal matters. However, he is free now and would like to attend his class this week.
5/13/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	[redacted]	re-engagement	Unreachable
5/13/2025	[redacted]	[redacted]	Re-Engagement	I contacted the student regarding his absence. He explained that he recently started a new job just before his class began, which has prevented him from attending. He mentioned that his work shift begins at 9:50 a.m., and he can attend only one hour of class in the morning.
5/13/2025	[redacted]	[redacted]	re-engagement	student cant attend in person classes anymore, i gave him info about our online (CICA) program, her husband will look into it
5/13/2025	[redacted]	[redacted]	Re-Engagement	I called the student about his absence and informed him of the potential consequences. He mentioned that he was busy with some personal matters. However, he is free now and would like to attend his class this week.
5/13/2025	[redacted]	[redacted]	Re-Engagement	I tried to reach out to the student but have not succeeded. I left a voice message and texted the student regarding the attendance.
5/13/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	[redacted]	re-engagement	Student said he doesn't enjoy The atmosphere since his teacher is changed but he will try to go back to his classes starting today.
5/13/2025	[redacted]	[redacted]	Re-Engagement	Attempt 2 calling student regarding their attendance. The student is unreachable.
5/13/2025	[redacted]	[redacted]	Re-Engagement	Unable to reach out to the student as the phone is not in service.
5/13/2025	[redacted]	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their husband health issues, asked for disenrollment
5/13/2025	[redacted]	[redacted]	Re-Engagement	I tried to reach out to the student but have not succeeded. I left a voice message and texted the student regarding the attendance.
5/13/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is no longer willing to attend classes because of the busy work schedule. The student promised to return the devices ASAP. I gave the instructions and the address on how to do that.
5/13/2025	[redacted]	[redacted]	Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, left VM.
5/13/2025	[redacted]	[redacted]	re-engagement	Will try to return back to classes as he works a delivery job.
5/13/2025	[redacted]	[redacted]	re-engagement	Her child is going through a surgery and has requested LOA for that. I did leave a note on the tracker about her situation.
5/13/2025	[redacted]	[redacted]	Re-Engagement	I tried to reach out to the student but have not succeeded. I texted the student regarding the attendance.
5/13/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding the attendance. The student would like to transfer to PM classes.
5/13/2025	[redacted]	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.

5/13/2025	[redacted]	re-engagement	1st attempt | No answer left VM
5/13/2025	[redacted]	Re-Engagement	Attempt 2 calling student regarding their attendance. The student is unreachable.
5/13/2025	[redacted]	Re-Engagement	Attempt 2 calling student regarding their attendance. The student is unreachable.
5/13/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student's wife picked up a phone and said the student will give the answer if he is able to attend school tomorrow.
5/13/2025	[redacted]	Re-Engagement	I contacted the student regarding his recent absence. He explained that he was the victim of a crime and sustained a gunshot wound to the neck, which required hospitalization. Following that, he has been occupied with court and legal proceedings. He stated that he will try to attend class on either Thursday, May 15, or Friday, May 16, in order to maintain his enrollment at the school.
5/13/2025	[redacted]	Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, left VM.
5/13/2025	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, sent text.
5/13/2025	[redacted]	Re-Engagement	I sent a text message to the student encouraging them to return to class before the deadline on Friday, May 16. I informed them that failure to attend by this date will result in disenrollment. I also mentioned that if they do not plan to continue, they must return any school-issued device, such as a smartphone or laptop
5/13/2025	[redacted]	Re-Engagement	I tried to reach out to the student but have not succeeded. I left a voice message and texted the student regarding the attendance.
5/13/2025	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	Re-Engagement	Attempt 2 calling student regarding their attendance. The student is unreachable.
5/13/2025	[redacted]	Re-Engagement	Unable to reach out to the student as the phone is not in service.
5/13/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
5/13/2025	[redacted]	Re-Engagement	I tried to reach out to the student but have not succeeded. I texted the student regarding the attendance.
5/13/2025	[redacted]	Re-Engagement	Student texted back regarding their attendance and promised to resume classes this week.
5/13/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule, asked for disenrollment
5/13/2025	[redacted]	Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, left VM.
5/13/2025	[redacted]	Re-Engagement	I tried to reach out to the student but have not succeeded. I left a voice message and texted the student regarding the attendance.
5/13/2025	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
5/13/2025	[redacted]	Re-Engagement	Attempt 2 calling student regarding their attendance. The student is unreachable.
5/13/2025	[redacted]	re-engagement	Unreachable | not in service
5/13/2025	[redacted]	Re-Engagement	Unable to reach out to the student as the phone is not in service.

5/13/2025	[redacted]	[redacted]	Student wont return back to in person classes and wants to transfer to CICA - I gave her general info about hwo the process of transfer works and she told me that she will fill out CICA application starting june
5/13/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is no longer willing to attend classes because of the busy work schedule. The student promised to return the devices ASAP. I gave the instructions and the address on how to do that.
5/13/2025	[redacted]	[redacted]	Student will return
5/13/2025	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	[redacted]	left VM and explained her attendance situation and LOA result/decision.
5/13/2025	[redacted]	Re-Engagement	I sent a text message to the student encouraging him to attend class by the deadline, Friday, May 16, to avoid being disenrolled from school. I also informed him that if he is no longer interested in continuing his studies, he must return the school-issued phone and/or laptop to the school.
5/13/2025	[redacted]	Re-Engagement	Unable to reach out to the student as the phone is not in service.
5/13/2025	[redacted]	Re-Engagement	I called the student about his recent absence. He said he hasn't been feeling well lately and mentioned that he has diabetes. Still, he assured me that he'll be in class tomorrow, May 14th, and plans to keep attending regularly
5/13/2025	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	[redacted]	Student will return back
5/13/2025	[redacted]	[redacted]	Unreachable
5/13/2025	[redacted]	[redacted]	Student no longer wants to attend classes.
5/13/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. He works in another state, and would like to transfer to CICA.
5/13/2025	[redacted]	Re-Engagement	Unable to reach out to the student as the phone is not in service.
5/13/2025	[redacted]	Re-Engagement	Attempt 2 calling student regarding their attendance. Student said they have already showed up in a class this week
5/13/2025	[redacted]	Re-Engagement	The student does not plan to return to school. She has already returned the devices.
5/13/2025	[redacted]	Re-Engagement	I tried to reach out to the student but have not succeeded. I texted the student regarding the attendance.
5/13/2025	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	Re-Engagement	I called the student regarding the attendance. The student is no longer willing to attend classes because of the busy work schedule. The student promised to return the devices ASAP. I gave the instructions and the address on how to do that.
5/13/2025	[redacted]	Re-Engagement	I contacted the student regarding his absence. He explained that he was recently involved in a car accident and was busy with the insurance claims. In addition, he did not have a car to commute to school. He stated that he will try to attend this week to avoid being dropped and continue attending moving forward.
5/13/2025	[redacted]	Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/13/2025	[redacted]	[redacted]	Student told me that he has communicated with his teacher/parEducator Sharifa and requested LOA due to some injuries and sicknesses, since i do not see any LOGs i left a note on the tracker about his situation.

[redacted]			
5/13/2025		Re-Engagement	Attempt 2 calling student regarding their attendance. The student is unreachable.
5/13/2025		Re-Engagement	I tried to reach out to the student but have not succeeded. I texted the student regarding the attendance.
5/13/2025		Re-Engagement	Attempt 2 calling student regarding their attendance. The student is unreachable.
5/13/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, left VM.
5/13/2025		Re-Engagement	I called the student regarding her absence. She stated that she has moved to Fresno, CA, and had already informed her teacher about the move. She also confirmed that she returned the school-issued phone.
5/13/2025		Re-Engagement	I attempted to call the student multiple times regarding her absence, but she did not answer. I left a voicemail and also sent a text message encouraging her to return to class before the deadline on Friday, May 16. I informed her that failure to attend by that date will result in disenrollment. I also advised that if she does not plan to continue, she must return any school-issued device, such as a smartphone or laptop.
5/13/2025		Re-Engagement	I contacted the student regarding her absences. Her husband explained that she does not have a driver's license and relied on him for transportation, but he is currently attending another school. He asked about transferring her to CICA, but I informed him this isn't possible due to her English proficiency level. He said he will try to bring her to class while he is off from school this month.
5/13/2025		re-engagement	Expenses are high and wont make it to classes anymore
5/13/2025		Re-Engagement	Unable to reach out to the student as the phone is not in service.
5/13/2025		Re-Engagement	I called the student regarding attendance. The student plans to return to the class ASAP.
5/14/2025		Re-Engagement	The student is sick and can not attend the class for a while.
5/14/2025		Re-Engagement	Attempted to reach out to the student, but received no response
5/14/2025		Re-Engagement	I called the student multiple times regarding his absence. However, his phone number is not in service.
5/14/2025		Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025		Re-Engagement	I called the student multiple times regarding his absence. However, his phone number is not in service.
5/14/2025		Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025		Re-Engagement	Attempted to reach out to the student, but received no response
5/14/2025		Re-Engagement	Attempted to reach out to the student, but received no response
5/14/2025		Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025		Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025		Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025		Re-Engagement	Attempted to reach out to the student, but received no response
5/14/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
5/14/2025		Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025		Re-Engagement	Attempted to reach out to the student, but the phone number is not in service

[redacted]			
5/14/2025		e-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025		e-Engagement	Attempt 2 calling a student regarding their attendance. No answer, sent text.
5/14/2025		e-Engagement	I called the student regarding her absence. Her relative answered the phone and stated that she attended her class today and will continue attending moving forward.
5/14/2025		e-Engagement	I made re-engagement calls, and a student is not interested in attending school.
5/14/2025		e-Engagement	I attempted to contact the student several times regarding his absence, but he did not answer. I left a voicemail emphasizing the importance of attendance and informing him of the consequences if he fails to attend by the May 16 deadline.
5/14/2025		e-Engagement	I made a re-engagement call, and the student promised to return to school.
5/14/2025		e-Engagement	A student gave us a call back and promised to return to school
5/14/2025		e-Engagement	Attempted to reach out to the student, but received no response.
5/14/2025		e-Engagement	I made a re-engagement call, and the student promised to return to school.
5/14/2025		e-Engagement	Attempted to reach out to the student, but received no response.
5/14/2025		e-Engagement	I made a re-engagement call, and the student promised to return to school.
5/14/2025		e-Engagement	I made a re-engagement call, and the student promised to return to school.
5/14/2025		e-Engagement	I called the student multiple times regarding her absence. However, her phone number is not in service.
5/14/2025		e-Engagement	I attempted to contact the student several times regarding his absence, but he did not answer. I left a voicemail emphasizing the importance of attendance and informing him of the consequences if he fails to attend by the May 16 deadline.
5/14/2025		e-Engagement	Attempt 2 calling student regarding their attendance. The student is unreachable.
5/14/2025		e-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025		e-Engagement	I made re-engagement calls, and a student is not interested in attending school.
5/14/2025		e-Engagement	I reached out to the student about his absence from class. He informed me that he has enrolled in a different adult school and will no longer be able to attend Highlands
5/14/2025		e-Engagement	I tried to call the student multiple times regarding her absence However, she did not answer the call, so I sent her a text message in her native language, advising her to attend class by May 16, 2025, deadline, or she would be unenrolled from the class.
5/14/2025		e-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025		e-Engagement	I called the student regarding his absence. He explained that he is unable to attend the morning classes. He has already requested a transfer to the afternoon session and is currently on the waitlist to be transferred to the PM session.
5/14/2025		e-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025		e-Engagement	I made re-engagement calls, and a student is not interested in attending school.

[redacted]

5/14/2025	[redacted]	Re-Engagement	Attempted to reach out to the student, but received no response
5/14/2025	[redacted]	e-engagement	DN support, DN form filled out
5/14/2025	[redacted]	Re-Engagement	Attempted to reach out to the student, but received no response
5/14/2025	[redacted]	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
5/14/2025	[redacted]	Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025	[redacted]	Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025	[redacted]	Re-Engagement	I attempted to contact the student a couple of times regarding her absence, but she did not answer. I sent her a text message in her native language (Chuvash), emphasizing the importance of attendance and informing her of the consequences if she fails to attend by the May 16 deadline.
5/14/2025	[redacted]	Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025	[redacted]	Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025	[redacted]	Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
5/14/2025	[redacted]	Re-Engagement	I called the student regarding her absence. Her son answered the phone and explained that his mother is unable to attend the morning classes. She has already requested a transfer to the afternoon session and is currently on the waitlist to be transferred to the PM session.
5/14/2025	[redacted]	Re-Engagement	I called the student regarding his absence. His son answered the phone and explained that his father is unable to attend the morning classes. He has already requested a transfer to the afternoon session and is currently on the waitlist to be transferred to the PM session.
5/14/2025	[redacted]	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
5/16/2025	[redacted]	Re-Engagement	I was unable to reach the student. I left a voicemail explaining the purpose of my call and advised the student to contact me or their teacher if they have any questions.
5/16/2025	[redacted]	Re-Engagement	I was unable to reach the student. I left a voicemail explaining the purpose of my call and advised the student to contact me or their teacher if they have any questions.
5/16/2025	[redacted]	Re-Engagement	Due to a medical emergency she is not able to return. Requested an LOA
5/16/2025	[redacted]	Re-engagement	The student has her credits completed. Per student.
5/16/2025	[redacted]	Re-engagement	Voicemail box not set up. Attempt 1.
5/16/2025	[redacted]	Re-engagement	Phone number out of service.
5/16/2025	[redacted]	Re-engagement	Student will come to class next week.
5/16/2025	[redacted]	Re-Engagement	Unable to return due to work. He will regester next month for pm classes. Explained the current enrollment.
5/16/2025	[redacted]	Re-Engagement	Attempt 1: Phone is disconnected
5/16/2025	[redacted]	Re-Engagement	Attempt 1: VM left
5/16/2025	[redacted]	Re-engagement	The student is done with credits. Requesting her transcripts.
5/16/2025	[redacted]	Re-engagement	The student will return to class next week.
5/16/2025	[redacted]	Re-Engagement	Due to a family emergency, the student will return to class.
5/16/2025	[redacted]	Re-Engagement	Attempt 1: VM left
5/16/2025	[redacted]	Re-Engagement	I was unable to reach the student. I left a voicemail explaining the purpose of my call and advised the student to contact me or their teacher if they have any questions.
5/16/2025	[redacted]	Re-engagement	Student will return to class next week.

5/16/2025	[redacted]	Re-engagement	Student will return to class next week.
5/16/2025		Re-engagement	Left a voicemail.
5/16/2025		Re-Engagement	Attempt 1: VM left
5/16/2025		Re-Engagement	Attempt 1: VM left
5/16/2025		Re-Engagement	The student was contacted regarding their attendance. After explaining the attendance policy, the student reported that they would return to class as soon as possible.
5/16/2025		Re-Engagement	The student was contacted regarding their attendance. After explaining the attendance policy, the student reported that they would return to class as soon as possible.
5/16/2025		Re-Engagement	The student was contacted regarding their attendance. After explaining the attendance policy, the student reported that they would return to class as soon as possible.
5/16/2025		Re-engagement	Student is graduating this year. Has all credits per student.
5/16/2025		Re-Engagement	Attempt 1: AI google answer. VM left
5/16/2025		Re-engagement	The student is graduating. Has all credits per student.
5/16/2025		Re-Engagement	Attempt 1: Phone is not active
5/16/2025		Re-Engagement	I was unable to reach the student. I left a voicemail explaining the purpose of my call and advised the student to contact me or their teacher if they have any questions.
5/16/2025		Re-Engagement	The student was contacted regarding their attendance. After explaining the attendance policy, the student reported that they would return to class as soon as possible.
5/16/2025		Re-Engagement	Attempt 1: No answer
5/16/2025		Re-Engagement	The student was contacted about their attendance and informed that they have found a full-time job, so they will no longer attend Highlands.
5/16/2025		Re-Engagement	Student return, explain that he still has many absences and attendance is very important.
5/16/2025		Re-Engagement	Emergency contact did pass our msg for the student to return. They will share again.
5/16/2025		Re-Engagement	Attempt 1: Vm left
5/16/2025		Re-Engagement	Left the student a VM due to her lack of attendance this week
5/19/2025		Re-Engagement	I called to the student regarding to his attendance, he stated he was in Los Angeles for a job interview. He will come to class tomorrow.
5/19/2025		Re-Engagement	I sent [redacted] an email regarding his absences on 5/02 - 5/19. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
5/19/2025		Re-Engagement	I spoke with the student about his absences, and he is aware that he needs to be at school.
5/19/2025		Re-Engagement	I spoke with [redacted] regarding her absences from 05/12-05/16. She explained that she has a baby and she didn't have a babysitter, but she plans to attend school.
5/19/2025		Re-Engagement	I called to the student regarding to his attendance, he stated he was in Los Angeles for a job interview. He said he will come back to class tomorrow.
5/19/2025		Re-Engagement	I tried call the student about her absences, but her phone is out of service.
5/19/2025		Re-Engagement	I spoke with [redacted] about his absences. He explained that he had been at work but plans to attend school.
5/20/2025		Re-engagement	Contacted student via email on 5/20 about their attendance. Student has not attended since 4/29

5/20/2025	[redacted]	Re-Engagement	I called to the student regarding to her attendance, she didn't answer the phone, VML.
5/20/2025	[redacted]	Re-engagement	Student was contact via email on 5/20 about not having attended class since 5/8
5/20/2025	[redacted]	Re-Engagement	I called to the student regarding to her attendance, she didn't answer the phone, VML.
5/20/2025	[redacted]	Re-Engagement	I called to the student regarding to his attendance, he stated that he was sick.
5/20/2025	[redacted]	Re-engagement	Student was contacted via email about having been absent for over a month.
5/20/2025	[redacted]	Re-engagement	Contacted student via email about having been absent for 10 days straight.
5/20/2025	[redacted]	Re-Engagement	The student texted me asking for the registering option. Sent the link to register online
5/21/2025	[redacted]	Re-Engagement	Student reported she is feeling better but still recovering and currently on a strong dose of medication. She expressed concern about disappointing staff and apologized for attendance issues. She plans to submit medical documentation and emphasized her commitment to school. She also shared appreciation for the support provided by the EI team.
5/22/2025	[redacted]	Re-engagement	Messaged student to encourage her to speak with counselor regarding other CTE options so she can earn the elective credits that she needs to graduate (next year).
5/22/2025	[redacted]	Re-engagement	Student was reminded that staying for 15 minutes is required for attendance.
5/22/2025	[redacted]	Re-engagement	Student was informed that due to the deadlines for turning in transcripts, graduation was an impossibility. However, student was also informed that task completion and attendance is still a necessity.
5/23/2025	[redacted]	Re-Engagement	I tried to contact the student due to her attendance but her phone is out of service.
5/23/2025	[redacted]	Re-engagement	The student notified us that he will be out of state for two weeks and will return to class when he is back.
5/23/2025	[redacted]	Re-Engagement	I tried to contact the student due to his lack of attendance but his number is out of service.
5/30/2025	[redacted]	Re-Engagement	The student can not attend class for some time.
5/30/2025	[redacted]	Re-Engagement	I called the student's husband answered and said the reason she had been absent was because her car had broken down.
5/30/2025	[redacted]	Re-Engagement	The student's husband was hospitalized and she was there with him that's why she missed the whole week.
5/30/2025	[redacted]	Re-Engagement	She said her kid was sick and that's why she couldn't attend the whole week.
5/30/2025	[redacted]	Re-Engagement	Mom stopped by and said he was sick.
6/2/2025	[redacted]	Re-Engagement	I called the student about her absences but her phone is not working.
6/2/2025	[redacted]	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule, asked for disenrollment

[redacted]	[redacted]	6/2/2025	Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
		6/2/2025	Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
		6/2/2025	Re-Engagement	I called a student about the attendance. He said that he works and is unlikely to return to school
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	I couldn't call to the student about his absences because his phone is not working.
				I made a re-engagement call, and the student promised to return to school.
		6/2/2025	Re-Engagement	
		6/2/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
		6/2/2025	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
		6/2/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
		6/2/2025	Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
		6/2/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment

6/2/2025	[redacted]	[redacted]	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/2/2025			Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/2/2025			Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
6/2/2025			Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	I called a student about his absences. He notified me that he started attending school. I encouraged him to continue attending and studying
6/2/2025			Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule, asked for disenrollment
6/2/2025			Re-Engagement	I talked to a student's husband (ID [redacted]) about the attendance issue and he told me that they returned to school
6/2/2025			Re-Engagement	I called a student about the attendance situation. He said that he started attending school. He wanted to swap a sim card, but it is too late for that now
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	I called the student and left a voice message about his absences.
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/2/2025			Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025			Re-Engagement	I tried call the student about his absences, but his phone is out of the service.
6/2/2025			Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
6/2/2025			Re-Engagement	I tried call the student about her absences, but her phone is out of the service.
6/2/2025			Re-Engagement	I made a re-engagement call, and the student promised to return to school.

[redacted]			
6/2/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
6/2/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
6/2/2025	[redacted]	e-Engagement	Attempted to reach out to the student, but received no response.
6/2/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
6/2/2025	[redacted]	e-Engagement	I spoke with the student about her absences. She had been working and couldn't come to school everyday, but she will be here tomorrow.
6/2/2025	[redacted]	e-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025	[redacted]	e-Engagement	I called the student about his absences but his phone is not working.
6/2/2025	[redacted]	e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
6/2/2025	[redacted]	e-Engagement	I called the student about her absences but her phone is not in a service.
6/2/2025	[redacted]	e-Engagement	I called a student about his attendance situation. He has a serious back injury and cannot attend school any longer
6/2/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/2/2025	[redacted]	e-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025	[redacted]	e-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
6/2/2025	[redacted]	e-Engagement	I spoke with the student about her absences. She had been working and couldn't come to school everyday, but she will be here tomorrow.
6/2/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/2/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/2/2025	[redacted]	e-Engagement	I spoke with the student about her absences and she said she was busy.
6/2/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/2/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/2/2025	[redacted]	e-Engagement	I contacted the student regarding the attendance. The student promised to come.
6/2/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
6/2/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
6/2/2025	[redacted]	e-Engagement	I called the student about her absences but her phone is not working.
6/2/2025	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025	[redacted]	e-Engagement	Attempted to reach out to the student, but the phone number is not in service
6/3/2025	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.

[redacted]			
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025		Re-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025		Re-Engagement	I called the student regarding the attendance. The student's phone number is not in service.
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	Attempted to reach out to the student, but received no response.
6/3/2025		Re-Engagement	I called the student regarding the attendance. The student's phone is not in service.
6/3/2025		Re-Engagement	I attempted to call the student multiple times regarding her absence. However, the phone number is unreachable, and the voicemail was not set up. As a result, I was unable to leave a voicemail or make contact.
6/3/2025		Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
6/3/2025		Re-Engagement	Student texted back regarding their attendance, he is not able to attend school at this time.
6/3/2025		Re-Engagement	I called the student regarding the attendance. The student's phone is not in service.
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said they have already showed up in a class this week
6/3/2025		Re-Engagement	I called a student about her attendance, but she said she doesn't want to attend school anymore
6/3/2025		Re-Engagement	Attempted to reach out to the student, but received no response.
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	I called the student regarding the attendance. The student's phone is not in service.
6/3/2025		Re-Engagement	I called the student regarding the attendance. The student's phone is not in service.
6/3/2025		Re-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025		Re-Engagement	I attempted to call the student multiple times, but her phone number is out of service. As a result, I was unable to leave a voicemail or make contact.
6/3/2025		Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
6/3/2025		Re-Engagement	I called the student regarding the attendance. The student's phone is not in service.

6/3/2025	[redacted]	[redacted]	e-Engagement	I attempted to contact the student multiple times regarding his absence, but each call went to voicemail. I left a message explaining the importance of attendance and informed him that failure to attend by the deadline will result in being dropped from the class. Additionally, I requested that he return the school-issued phone.
6/3/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
6/3/2025	[redacted]	[redacted]	e-Engagement	Attempted to reach out to the student, but received no response.
6/3/2025	[redacted]	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025	[redacted]	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025	[redacted]	[redacted]	e-Engagement	Attempted to reach out to the student, but the phone number is not in service
6/3/2025	[redacted]	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025	[redacted]	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025	[redacted]	[redacted]	e-Engagement	I made re-engagement calls, and a student is not interested in attending school.
6/3/2025	[redacted]	[redacted]	e-Engagement	I attempted to contact the student multiple times regarding his absence, but he did not answer my calls. I left a message explaining the importance of attendance and informed him that failure to attend by the deadline will result in being dropped from the class. Additionally, I requested that he return the school-issued phone.
6/3/2025	[redacted]	[redacted]	e-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025	[redacted]	[redacted]	e-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025	[redacted]	[redacted]	e-Engagement	Attempted to reach out to the student, but the phone number is not in service
6/3/2025	[redacted]	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025	[redacted]	[redacted]	e-Engagement	Attempted to reach out to the student, but received no response
6/3/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
6/3/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said they have already showed up in a class this week
6/3/2025	[redacted]	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025	[redacted]	[redacted]	e-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025	[redacted]	[redacted]	e-Engagement	Student texted back regarding their attendance, promised to show up June, 5
6/3/2025	[redacted]	[redacted]	e-Engagement	I made re-engagement calls, and a student is not interested in attending school.
6/3/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025	[redacted]	[redacted]	e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025	[redacted]	[redacted]	e-Engagement	I made a re-engagement call, and the student promised to return to school.

[redacted]	[redacted]	[redacted]	
6/3/2025		Re-Engagement	I made re-engagement calls, and a student will try to attend school but he also has to work
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025		Re-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025		Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	I called the student regarding the attendance. The student's phone is not in service.
6/3/2025		Re-engagement	Student notified us that she will be out of the country for a month.
6/3/2025		Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not able to attend school due to their work schedule, asked for disenrollment
6/3/2025		Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	I called the student multiple times regarding her absence, but each time I attempted to reach her, it said that the person's phone number is temporarily unavailable.
6/3/2025		Re-Engagement	I attempted to call the student multiple times regarding his absence, but his phone number is out of service. As a result, I was unable to leave a voicemail or make contact.
6/3/2025		Re-Engagement	I attempted to contact the student multiple times regarding her absence, but each call went to voicemail. I left a message explaining the importance of attendance and informed her that failure to attend by the deadline will result in being dropped from the class. Additionally, I requested that she return the school-issued phone.
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025		Re-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said they have already showed up in a class this week
6/3/2025		Re-Engagement	I made re-engagement calls, and a student is not interested in attending school.
6/3/2025		Re-Engagement	Attempted to reach out to the student, but received no response.
6/3/2025		Re-Engagement	I called the student regarding the attendance. No answer. I texted the student.

[redacted]

6/3/2025	[redacted]	Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025		Re-Engagement	Attempted to reach out to the student, but the phone number is not in service
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said they have already showed up in a class this week
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/3/2025		Re-Engagement	I called the student regarding the attendance. The student's phone is not in service.
6/3/2025		Re-Engagement	I called the student regarding the attendance. The student's phone is not in service.
6/3/2025		Re-Engagement	I made a re-engagement call, and the student promised to return to school.
6/3/2025		Re-Engagement	Student requested some assistance with her phone. Referred her to Digital Navigators office at Grand
6/3/2025		Re-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025		Re-Engagement	I called the student regarding the attendance. No answer. I texted the student.
6/3/2025		Re-Engagement	Attempted to reach out to the student, but received no response.
6/3/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/4/2025		Re-Engagement	I attempted to contact the student multiple times regarding her absence. However, the phone number is not in service, so I was unable to leave a voicemail or send a text message.
6/4/2025		Re-Engagement	I called the student regarding her absence, and she explained that she had been busy recently. However, she assured me that she will attend her class before the June 6th deadline.
6/4/2025		Re-Engagement	I contacted the student regarding his recent absence. He explained that he has started a new job and is unable to continue his studies at Highlands. I requested the return of the school-issued phone, and he assured me that he will return it soon.
6/4/2025		Re-Engagement	I attempted to contact the student regarding her absence. However, a man answered the call and informed me that it was the wrong number.
6/4/2025		Re-Engagement	I attempted to contact the student multiple times regarding her absence. However, the phone number is not in service, so I was unable to leave a voicemail or send a text message.
6/4/2025		Re-Engagement	I called the student regarding his absence, and he explained that he had been busy recently. However, he assured me that he will be coming to school tomorrow
6/4/2025		Re-Engagement	I called the student regarding her absence, and she explained that she had been busy recently. However, she said that she attended her class today, and she will continue attending moving forward.
6/4/2025		Re-Engagement	I attempted to contact the student multiple times regarding his absence, but no answer, so I left a voicemail explaining the importance of attendance and informed him that failure to attend by the deadline would result in being dropped from the class. Additionally, I requested that he return the school-issued phone.
6/4/2025		Re-Engagement	I contacted the student to follow up on her recent absence. She informed me that her Leave of Absence (LOA) was approved due to maternity leave. She plans to return to school when she feels better.

[redacted]			
6/4/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/4/2025		e-Engagement	I called the student regarding his absence. He mentioned that he was sick and could not attend. However, he is recovering and will attend class tomorrow and continue attending moving forward.
6/4/2025		e-Engagement	I called the student regarding his absence, and he explained that he had been busy recently. However, he assured me that he will be coming to school tomorrow.
6/4/2025		e-Engagement	I made a re-engagement call, and the student promised to return to school.
6/4/2025		e-Engagement	I called the student regarding her absence, and she explained that she had been busy recently. However, she assured me that he will be coming to school tomorrow
6/4/2025		e-Engagement	I called the student regarding her absence. Her husband answered the call and explained that she had traveled to Afghanistan and her LOA had already approved. In addition, he said that his wife is committed to continuing his education at Highlands upon return.
6/4/2025		e-Engagement	Student called back regarding their attendance. Student said that they would come back to classes this week.
6/4/2025		e-Engagement	Attempt 2 calling a student regarding their attendance. No answer, left VM.
6/4/2025		e-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/4/2025		e-Engagement	I attempted to call the student multiple times regarding her absence. However, the phone number is not in service, so I was not able to leave her a voicemail or send a text message.
6/4/2025		e-Engagement	I attempted to call the student multiple times regarding her absence. However, the phone number is not in service, so I was not able to leave her a voicemail or send a text message
6/4/2025		e-Engagement	I called the student regarding her absence, and she explained that she had been busy recently. However, she assured me that she will be coming to school tomorrow
6/4/2025		e-Engagement	I called the student regarding her absence. She explained that she has been busy recently but assured me that she will return to school tomorrow.
6/4/2025		e-Engagement	I called the student regarding her absence. She informed me that she has moved to Elk Grove, CA, and has requested a transfer to the Elk Grove site. She is currently waiting for placement.
6/4/2025		e-Engagement	I contacted the student to follow up on her recent absence. She explained that she has been busy but assured me that she plans to return to school tomorrow.
6/4/2025		e-Engagement	I attempted to contact the student multiple times regarding her absence. However, the phone number is not in service, so I was unable to leave a voicemail or send a text message.
6/4/2025		e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
6/4/2025		e-Engagement	Attempt 2 calling a student regarding their attendance. Student said that they would come back to classes this week.
6/4/2025		e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
6/4/2025		e-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
6/4/2025		e-Engagement	Attempt 2 calling a student regarding their attendance. Student said that they would come back to classes this week.
6/4/2025		e-Engagement	I called the student regarding his absence. He explained that he has been busy recently but assured me that he will return to school before the deadline.

[redacted]	[redacted]		
	la		
6/4/2025		Re-Engagement	I attempted to contact the student multiple times regarding his absence, but he did not answer my calls. I left a message explaining the importance of attendance and informed him that failure to attend by the deadline will result in being dropped from the class. Additionally, I requested that he return the school-issued phone.
			I called the student regarding her absence. She expressed that she is very interested in continuing her studies. However, she shared that she was arriving late due to childcare responsibilities for her 3-year-old, as she had to wait for her husband to return from work. She stated that her teacher was not understanding of her situation and criticized her in front of the class, which left her feeling very disappointed. Additionally, she reported that the teacher told her there was no need to continue attending, as the school would be closing at the end of June. I asked her to return the School-issued phone. In addition, I advised the student to continue attending and finish the semester successfully. She explained that it is difficult for her to arrive on time due to caring for her daughter. However, she expressed her intention to enroll for the next school year and plans to choose afternoon classes to better accommodate
	la		
6/4/2025		Re-Engagement	her schedule.
	la		I attempted to contact the student multiple times regarding her absence. However, the phone number is not in service, so I was unable to leave a
6/4/2025		Re-Engagement	voicemail or send a text message.
	la		I called the student regarding his absence. He explained that he has been
6/4/2025		Re-Engagement	busy recently but assured me that he will return to school tomorrow.
6/4/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
	la		I attempted to contact the student multiple times regarding his absence, but no answer, so I left a voicemail explaining the importance of attendance and informed him that failure to attend by the deadline will result in being dropped from the class. Additionally, I requested that she
6/4/2025		Re-Engagement	return the school-issued phone.
6/4/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
	la		I called the student regarding his absence. He informed me that he recently started a new job and is unable to continue his studies at
6/4/2025		Re-Engagement	Highlands.
6/4/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/4/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
	la		I attempted to call the student multiple times regarding her absence. However, the phone number is not in service, so I was not able to leave
6/4/2025		Re-Engagement	her a voicemail or send a text message
6/4/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/4/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
6/4/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
6/4/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Student said that they would come back to classes this week.
6/4/2025		Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
6/4/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Student said that they would come back to classes this week.

[redacted]	[redacted]	6/4/2025	Re-Engagement	I called the student regarding his absence. He explained that he has been busy recently but assured me that he will return to school tomorrow.
		6/4/2025	Re-Engagement	I attempted to contact the student multiple times regarding his absence. However, the phone number is not in service, so I was unable to leave a voicemail or send a text message.
		6/4/2025	Re-Engagement	I called the student regarding his absence. He explained that he has been busy recently but assured me that he will return to school tomorrow.
		6/4/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
		6/4/2025	Re-Engagement	I called the student regarding her absence. He explained that he has traveled outside California. However, he is planning to return by the deadline, and intends to resume attending class.
		6/4/2025	Re-Engagement	I attempted to contact the student multiple times regarding his absence. However, the phone number is not in service, so I could not leave a voicemail or send a text message.
		6/4/2025	Re-Engagement	I attempted to contact the student multiple times regarding his absence, but he did not answer my calls. I left a message explaining the importance of attendance and informed him that failure to attend by the deadline will result in being dropped from the class. Additionally, I requested that he return the school-issued phone.
		6/4/2025	Re-Engagement	I contacted the student regarding her absence. She stated that the teacher repeats the same topic almost every day and that there has been no educational progress. As a result, she has decided not to attend her class.
		6/4/2025	Re-Engagement	I contacted the student to follow up on his recent absence. He explained that he has been busy but assured me that he plans to return to school tomorrow.
		6/4/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
		6/4/2025	Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student is not interested in attending school at this time, asked for disenrollment
		6/4/2025	Re-Engagement	I called the student regarding his absence and discussed the potential consequences. He explained that he had recently been ill with a severe flu. However, he stated that he is now feeling better, attended class today, and plans to continue attending moving forward.
		6/4/2025	Re-Engagement	I called the student regarding his absence. He informed me that he recently started a new job and is unable to continue his studies at Highlands.
		6/4/2025	Re-Engagement	
		6/4/2025	Re-Engagement	I contacted the student to follow up on his recent absence. He explained that he has been busy but assured me that he plans to return to school tomorrow.
		6/4/2025	Re-Engagement	Attempt 2 calling a student regarding their attendance. Student said that they would come back to classes this week.
		6/4/2025	Re-Engagement	I attempted to call the student multiple times regarding his absence. However, the phone number is not in service, so I was not able to leave him a voicemail or send a text message.
		6/4/2025	Re-Engagement	I called the student regarding her absence. Her husband answered the call and explained that they have temporarily moved to Los Angeles. However, they are planning to return by the deadline, and she intends to resume attending class.
		6/4/2025	Re-Engagement	I called the student regarding his absence. He explained that he has been busy recently but assured me that he will return to school tomorrow.

[redacted]			
6/4/2025		Re-Engagement	I called the student regarding his absence. He explained that he has been busy recently but assured me that he will return to school tomorrow.
6/4/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said they have already showed up in a class last week
6/4/2025		Re-Engagement	I attempted to contact the student multiple times regarding her absence. However, the phone number is not in service, so I was unable to leave a voicemail or send a text message.
6/4/2025		Re-Engagement	I called the student regarding his absence. However, her phone was unreachable, and her voicemail was not set up.
6/4/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Student said that they would come back to classes this week.
6/4/2025		Re-Engagement	Attempt 1 calling student to remind them about the importance of attendance and attendance rules. No answer, sent text.
6/4/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. Student said that they would come back to classes this week.
6/4/2025		Re-Engagement	Attempt 2 calling a student regarding their attendance. No answer, left VM.
6/4/2025		Re-Engagement	Called student to remind them about the importance of attendance and attendance rules. Phone is not in service, sent text.
6/4/2025		Re-Engagement	I called the student regarding his absence, and he explained that he had been busy recently. However, he assured me that he will be coming to school tomorrow
			I contacted the student regarding his recent absence. He explained that he recently traveled to San Diego and had informed his teacher about it. In addition, he requested for LOA.
6/5/2025		Re-Engagement	
6/5/2025		Re-Engagement	I called the student regarding his absence, and he explained that he had been busy recently. However, he assured me that he will be coming to school tomorrow.
6/5/2025		Re-Engagement	Student texted back regarding their attendance and promised to resume classes this week
6/5/2025		Re-Engagement	I attempted to call the student multiple times regarding her absence. However, the phone number is unreachable, and the voicemail was not set up. As a result, I was unable to leave a voicemail or make contact.
6/5/2025		Re-Engagement	I called the student regarding his absence, and he explained that he had been busy with family affairs and would not be able to attend his class. However, he might enroll for the next school year. I asked him to return the school-issued phone, and he said he would do that.
6/5/2025		Re-Engagement	I attempted to contact the student multiple times regarding his absence, but he did not answer my calls. I left a message explaining the importance of attendance and informed him that failure to attend by the deadline will result in being dropped from the class. Additionally, I requested that he return the school-issued phone.
6/5/2025		Re-Engagement	I attempted to contact the student multiple times regarding his absence, but he did not answer my calls. I left a message explaining the importance of attendance and informed him that failure to attend by the deadline will result in being dropped from the class. Additionally, I requested that he return the school-issued phone.
6/5/2025		Re-Engagement	I attempted to call the student multiple times regarding her absence. However, the phone number is not in service. As a result, I was unable to leave a voicemail or make contact.

6/5/2025	[redacted]	Re-Engagement	I contacted the student regarding his recent absence. He explained that he had been busy recently but assured me that he plans to return to school before the deadline.
6/5/2025	[redacted]	Re-Engagement	I contacted the student regarding his recent absence. He explained that he had been busy recently but assured me that he plans to return to school before the deadline.
6/6/2025	[redacted]	Re-Engagement	The student visited the Student Center to inquire about her waitlist status and expressed concern about having been on the waitlist for the past six months. I informed her that the current school year ends on June 30th and advised her to re-enroll for the upcoming school year.
6/6/2025	[redacted]	Re-Engagement	I called the student due her lack of attendance but was unable to reach her
6/6/2025	[redacted]	Re-Engagement	The student's phone is out of service and I called due to his lack of attendance.
6/9/2025	[redacted]	Re-Engagement	Student attended class and expressed concern about not being listed on the roll sheet. She requested advocacy to help ensure she can complete the remainder of the school year. I reached out to the principal on her behalf. Student has completed registration for the next school year.
6/9/2025	[redacted]	Re-engagement	Student was concerned about re-enrollment. Student was reminded that their current academic performance (completing only half a class in 6 years of bridge) is not going to be tolerated next academic year.
6/10/2025	[redacted]	Re-engagement	Student will be absent from June 11 to June 27, 2025, due to a personal emergency and may not be able to attend classes during this period. Enrollment team has been informed.
6/11/2025	[redacted]	Re-Engagement	Student submitted medical documentation from her doctor. I forwarded to principal.
6/16/2025	[redacted]	e-engagement	Student had questions about returning his tech, i answered and he asked if we still help with eyeglasses, I filled out SIT for them
6/17/2025	[redacted]	Re-engagement	Student returned from maternity leave and was present today; a request was submitted to the Enrollment team to add her back to the roster.
6/18/2025	[redacted]	Re-engagement	The student's husband requested a leave of absence on her behalf. I tried reaching out to the student to confirm, but she did not answer the call.
6/23/2025	[redacted]	e-engagement	Messages student to encourage her to come to class this week to finish the final unit/credit in WFR.
3/6/2025	[redacted]	Re-engagement 2nd attempt	Contacted emergency contact who will inform the student about Highlands
3/6/2025	[redacted]	Re-engagement 2nd attempt	left voicemail to emergency contact
3/6/2025	[redacted]	Re-engagement 2nd attempt	
3/6/2025	[redacted]	Re-engagement 2nd attempt	Contacted emergency contact who will connect with student
1/30/2025	[redacted]	Re-engagement /24	Reached out for re-engagement 1/24
1/30/2025	[redacted]	Re-engagement /24	Reached out for re-engagement 1/24

[redacted]	[redacted]		
1/30/2025		Re-engagement 1/24	Reached out for re-engagement 1/24
1/30/2025		Re-engagement 1/24	Reached out for re-engagement 1/24
1/31/2025		Re-engagement 2nd attempt	2nd Re-engagement attempt was made on 30-Jan-2025 regarding the student's attendance. Encouraged regular attendance and offered assistance with any support needs
2/28/2025		Re-engagement 2nd attempt	No answer, sent a text message.
3/3/2025		Re-engagement 2nd attempt	No answer, unable to leave VM, sent a text message.
3/4/2025		Re-engagement 2nd attempt	called regarding his attendance; there was no answer, so I sent another text message.
3/3/2025		Re-engagement 3/3	Called student, no answer
3/7/2025		Re-engagement 3/7	Called student, no answer
11/18/2024		Re-Engagement call	I called [redacted] regarding their absences on 11/18 /2024 she is in Afghanistan .
11/18/2024		Re-engagement Call	She said she will try to come to the class.
11/20/2024		Re-engagement call	The student doesn't plan to come back
11/25/2024		Re-engagement call	Student's work schedule conflicts with morning class. He needs to move to PM classes. Will wait for PM or if we have online classes for them as they requested.
11/26/2024		Re-engagement call	Called student and encouraged her to came back to the school, she told me that she has a newborn baby and has no one to take care of her. I recommend her to check through county if she is eligible for childcare so she can come back to school. Also let her know that she can call us before Dec 2, 2024 if she wants to come back.
11/26/2024		Re-engagement call	Called student but his phone os not working. left a text for him.
11/26/2024		Re-engagement call	Student moved to another state and can not come to school anymore.
11/26/2024		Re-engagement call	Called the student to encourage them attend school. N.A.. V.M was left
11/26/2024		Re-engagement call	Student newly delivered her baby and can not come to school. informed her to submit the school phone back to main office.
11/26/2024		Re-Engagement call	VM and TM were left

[redacted]	11/26/2024	Re-engagement call	No answer. Sent TM
	11/26/2024	Re-engagement call	Will attend
	11/26/2024	Re-engagement call	LOA. Student attending college.
	11/26/2024	Re-engagement call	Student was sick. He will come back to class next week 12/2
	11/26/2024	Re-engagement call	Called student but he did not respond, left a voice Messages and text for him.
	11/26/2024	Re-engagement call	Student will go back to his class on Monday 12/2
	11/26/2024	Re-Engagement call	The student will return Dec 2
	11/26/2024	Re-Engagement call	The student was already transferred out.
	11/26/2024	Re-engagement call	Called student but her phone number is not reachable. Texted for her.
	11/26/2024	Re-engagement call	Called student but he did not respond, left a voice Messages and text for him.
	11/26/2024	Re-engagement call	Called student two times but her phone number is unreachable.
	11/26/2024	Re-engagement call	Student can not come to the classes anymore, because she is going to ARC college. Informed her that you have to submit the devices back to school. send the address via text for her.
	11/26/2024	Re-engagement call	Called student but he did not respond, left a voice Messages and text for him.
	11/26/2024	Re-Engagement call	Language Navigator has already contacted the student.
	11/26/2024	Re-engagement call	Called student but he did not respond, left a voice Messages and text for him.
	11/26/2024	Re-engagement call	No answer. Left VM, TM
	11/26/2024	Re-Engagement call	Unable to send VM, TM was left.
	11/26/2024	Re-engagement call	Called student but she did not respond, left a voice Messages and text for her
	11/26/2024	Re-Engagement call	Unable to send VM, TM was left.
	11/26/2024	Re-Engagement call	Language Navigator has already contacted the student.

11/26/2024	[redacted]	Re-engagement call	The student promised to show up 12/2/24
11/26/2024	[redacted]	Re-engagement call	Will attend school Dec 2
11/26/2024	[redacted]	Re-engagement call	No answer. Left VM, TM
11/26/2024	[redacted]	Re-engagement call	No answer. Left VM, TM
11/26/2024	[redacted]	Re-Engagement call	The student will return Dec 2.
11/26/2024	[redacted]	Re-engagement call	Called the student to encourage them attend school. N.A.. V.M was left
11/26/2024	[redacted]	Re-Engagement call	Unable to send VM, TM was left.
11/26/2024	[redacted]	Re-engagement call	Student will go back to his class on Monday 12/2
11/26/2024	[redacted]	Re-engagement call	NA. Sent TM
11/26/2024	[redacted]	Re-engagement call	NA. Left VM, TM
11/26/2024	[redacted]	Re-engagement call	The student wants to transfer out
11/26/2024	[redacted]	Re-Engagement call	Unable to send VM, TM was left.
11/26/2024	[redacted]	Re-Engagement call	The student will return Dec 2.
11/26/2024	[redacted]	Re-engagement call	This student also wants to transfer to p.m shift in Salam. He is working during the day and hemlock has no p.m shift. he wants to join back.
11/26/2024	[redacted]	Re-engagement call	Called student but she did not respond, left a voice Messages and text for her.
11/26/2024	[redacted]	Re-engagement call	NA. Left VM, TM
11/26/2024	[redacted]	Re-engagement call	Called the student to encourage them attend school. N.A.. V.M was left
11/26/2024	[redacted]	Re-engagement call	Student changed his address to Garden grove and he told me that he transferred himself already and will go to school.
11/26/2024	[redacted]	Re-engagement call	Unreachable phone number. texted her number but also message is blocked.
11/26/2024	[redacted]	Re-engagement call	Wrong phone number. Emergency contact unreachable

[redacted]			
11/26/2024	Re-engagement call	Student does not want to go the Franklin blvd campus, because she said it is too far for me and also the teacher is not teaching well. she prefer to go to Laguna but there is no spot left there.	
11/26/2024	Re-engagement call	Called student but he did not respond, left a voice Messages and text for him.	
11/26/2024	Re-engagement call	Student will go back to her class on Monday 12/2	
11/26/2024	Re-engagement call	Called student for re -engaging to the class, he told me that he is working until 5:30 p.m and he can come to class at 6:00 p.m. He is in level 1 in the morning, he wants to transfer to the evening. but they told him that we do not have spot for that time.	
11/26/2024	Re-engagement call	Student has health problems. Please disenroll	
11/26/2024	Re-engagement call	Called student but he did not respond, left a voice Messages and text for him.	
11/26/2024	Re-engagement call	No answer. Sent TM	
11/26/2024	Re-Engagement call	The student is no longer interested in attending school.	
11/26/2024	Re-engagement call	Wrong phone number. Emergency contact unreachable	
11/26/2024	Re-engagement call	Student moved to Folsom and wants to transfer himself to nearest campus. provide him the phone number to call to main office.	
11/26/2024	Re-engagement call	Called student but she did not respond, left a voice Messages and text for her	
11/26/2024	Re-engagement call	Wants to transfer out. Can't attend classes because of work	
11/26/2024	Re-Engagement call	The student is no longer interested in attending school.	
11/26/2024	Re-engagement call	The student asked to transfer her out in September. She promised to return the techs to the teacher	
11/26/2024	Re-engagement call	Wants to transfer out due because of his job	
11/26/2024	Re-Engagement call	VM and TM were left	
11/26/2024	Re-Engagement call	Language Navigator has already contacted the student.	
11/26/2024	Re-engagement call	The actual PN is [redacted]. The student moved to another state. Won't attend classes	
11/26/2024	Re-engagement call	He can't attend classes because he is a truck driver	
11/26/2024	Re-Engagement call	The student will return Dec 2	

[redacted]	[redacted]		
11/26/2024		Re-Engagement call	Language Navigator has already contacted the student.
11/26/2024		Re-Engagement call	The phone number is out of service. An email was sent.
11/26/2024		Re-Engagement call	Unable to send VM, TM was left.
11/26/2024		Re-engagement call	Called the student to encourage them attend school. N.A.. V.M was left
11/26/2024		Re-engagement call	Student can not come to the classes anymore, because he is going to ARC college. Informed him that you have to submit the devices back to school.
11/26/2024		Re-Engagement call	The student will return Dec 2
11/26/2024		Re-engagement call	The student didn't decide if he wants to transfer out to CICA or to stay with Highlands. I recommended to come to the class 12/2/24
11/26/2024		Re-Engagement call	The student has a small child and would like to be transferred to CICA.
11/26/2024		Re-engagement call	Unable to contact
11/26/2024		Re-Engagement call	Unable to send VM, TM was left.
11/26/2024		Re-engagement call	Called student but he did not respond, left a voice Messages and text for him.
11/26/2024		Re-engagement call	Student is moving to San Francisco and can not attend school anymore. informed her to submit the phone to main office.
11/26/2024		Re-Engagement call	Language Navigator has already contacted the student.
11/26/2024		Re-Engagement call	VM and TM were left
11/26/2024		Re-engagement call	Called student but he did not respond, left a voice Messages and text for him.
11/26/2024		Re-Engagement call	The student will return Dec 2.
11/26/2024		Re-engagement call	Student will go back to her class on Monday 12/2
11/26/2024		Re-engagement call	Moved to another state. Wants to transfer out
11/26/2024		Re-Engagement call	The student was already transferred out.
11/26/2024		Re-Engagement call	The student can't attend school.

[redacted]			
11/26/2024		Re-Engagement call	The phone number is out of service. An email was sent.
11/26/2024		Re-engagement call	Student called back. she said that she can not come to classes because of transportation issue. I explained her about our bus pass but she said that the bus waste a lot of time and we always reach late. she wants to transfer herself to CICA. provided the main office phone number and CICA online application.
11/26/2024		Re-engagement call	Called student but she did not respond, left a voice Messages and text for her.
11/26/2024		Re-engagement call	Called student but she did not respond, left a voice Messages and text for her
11/26/2024		Re-engagement call	Student husband called back and said that she is pregnant and can not come to the class but will request for our CICA program.
11/26/2024		Re-engagement call	Called student but she did not respond, left a voice Messages and text for her.
11/26/2024		Re-engagement call	Student is in another state and will stay for long time. he is not able to come to school.
11/26/2024		Re-Engagement call	The student is no longer interested in attending school.
11/26/2024		Re-Engagement call	The student is no longer interested in attending school.
11/26/2024	a	Re-engagement call	promised to show up
11/26/2024	a	Re-engagement call	The number is out of service
11/26/2024		Re-Engagement call	The student will return Dec 2
11/26/2024		Re-Engagement call	Language Navigator has already contacted the student.
11/26/2024		Re-engagement call	Called student but he did not respond, left a voice Messages and text for him.
11/26/2024		Re-engagement call	Called student about the re-engagement, she told me that they changed their address. I Encouraged student to attend in our west sac campus and provide the main office address to go for completing the transfer.
11/26/2024		Re-Engagement call	VM and TM were left.
11/26/2024		Re-engagement call	Called student for re-engaging to the class. He told me that he changed his address to Folsom. encouraged him that we have sites near you. He accept to call or go to main office and request for a transfer to the nearest campus.
11/26/2024	a	Re-engagement call	The student claimed her husband had a heart attack that's why she's not able to attend classes. I engaged her to visit classes 12/2/24 and to discuss ger situation with her teacher.
11/26/2024		Re-Engagement call	The student can't attend school.

11/26/2024	[redacted]	Re-engagement call	Called student but her phone is on voicemail, left a voice Messages and text for her.
11/26/2024	[redacted]	Re-Engagement call	VM and TM were left
11/26/2024	[redacted]	Re-Engagement call	VM and TM were left.
11/26/2024	[redacted]	Re-engagement call	Student was absent only for two days and he will go back to his class on Monday 12/2.
11/26/2024	[redacted]	Re-engagement call	promised to show up
11/26/2024	[redacted]	Re-engagement call	Student is working 12 hours in a day and can not come to school anymore.
11/26/2024	[redacted]	Re-Engagement call	Language Navigator has already contacted the student.
11/26/2024	[redacted]	Re-Engagement call	Language Navigator has already contacted the student.
11/26/2024	[redacted]	Re-Engagement call	The student will return Dec 2.
11/26/2024	[redacted]	Re-engagement call	NA. Left VM, TM
11/26/2024	[redacted]	Re-engagement call	promised to show up
11/26/2024	[redacted]	Re-engagement call	No answer. Left VM, TM
11/26/2024	[redacted]	Re-engagement call	No answer. Left VM, TM.
11/26/2024	[redacted]	Re-engagement call	No answer. Left VM, TM
11/26/2024	[redacted]	Re-Engagement call	The student is no longer interested in attending school.
11/26/2024	[redacted]	Re-engagement call	Student moved to Roseville and can not come to school anymore because it is far for her, informed her to submit the school phone to our main office.
11/26/2024	[redacted]	Re-Engagement call	VM and TM were left
11/26/2024	[redacted]	Re-engagement call	The student attends the classes. I noticed that if he has 5 absences in a row, he'll receive a call. After 10 absences he may be transferred out
11/26/2024	[redacted]	Re-engagement call	Called student but she did not respond, left a voice Messages and text for her.
11/26/2024	[redacted]	Re-engagement call	Student will go back to her class on Monday 12/2

11/26/2024	[redacted]	Re-engagement call	Called the student to encourage them attend school. N.A.. V.M was left
11/26/2024	[redacted]	Re-engagement call	Called the student to encourage them attend school. N.A.. V.M was left
11/26/2024	[redacted]	Re-Engagement call	Language Navigator has already contacted the student.
11/26/2024	[redacted]	Re-Engagement call	The student works as a truck driver, would like to be transferred to CICA.
11/26/2024	[redacted]	Re-Engagement call	Unable to send VM, TM was left.
11/26/2024	[redacted]	Re-engagement call	he was working, promised call back
11/26/2024	[redacted]	Re-engagement call	Called student with the number on the list, but it was a wrong number, tried with the number in the PS, no answer, left her a text.
11/26/2024	[redacted]	Re-Engagement call	VM and TM were left
11/26/2024	[redacted]	Re-Engagement call	The student will return Dec 2.
11/27/2024	[redacted]	Re-engagement call	Student can not come to school because he has transportation issue.
11/27/2024	[redacted]	Re-engagement call	Student will go back to her class on Monday 12/2
11/27/2024	[redacted]	Re-engagement call	Student son told me that his mother has a eye sickness and skin problems and can not come for a while. when she is better, she will come to class. he will ask doctor for a note and will talk with school.
11/27/2024	[redacted]	Re-engagement call	Second attempt, her phone is on voicemail. No answer.
11/27/2024	[redacted]	Re-Engagement call	The student is no longer interested in attending school.
11/27/2024	[redacted]	Re-engagement call	Student had medical leave and again he will bring medical letter from his doctor but he will come to school on 12/2 to speak with teacher.
11/27/2024	[redacted]	Re-engagement call	Student will go back to her class on Monday 12/2.
11/27/2024	[redacted]	Re-engagement call	The student answered TM. She is not interested in Highlands because she's studying at the college and wants to transfer out. She doesn't have any school-issued techs
11/27/2024	[redacted]	Re-Engagement call	The student will return Dec 2
11/27/2024	[redacted]	Re-engagement call	Second attempt, she did not respond. left VM and text.
11/27/2024	[redacted]	Re-engagement call	Student can not come to school anymore, she has a newborn baby.

11/27/2024	[redacted]	Re-Engagement call	The student texted me she would improve her attendance.
11/27/2024	[redacted]	Re-engagement call	Called student but he did not respond, left a voice Messages and text for him.
11/27/2024	[redacted]	Re-Engagement call	The student is interested in continuing education and will contact the teacher.
11/27/2024	[redacted]	Re-engagement call	He can not come to school because he has some problems with work and family issues.
11/27/2024	[redacted]	Re-Engagement call	The student called me back. He'll try to come to school Dec 2.
11/27/2024	[redacted]	Re-engagement call	Student Son told me that he can not come to oak park because they are old and can not drive. they live in Elk grove.
11/27/2024	[redacted]	Re-engagement call	Student Son told me that he can not come to oak park because they are old and can not drive. they live in Elk grove.
11/27/2024	[redacted]	Re-engagement call	He will go back to class on Monday 12/2.
11/27/2024	[redacted]	Re-engagement call	Student will go back to her class on Monday 12/2
11/27/2024	[redacted]	Re-engagement call	She moved to another state and can not come to school.
11/27/2024	[redacted]	Re-Engagement call	The student texted me that he had moved to Hawaii and wouldn't be able to attend school.
12/18/2024	[redacted]	Re-engagement call	First attempt, no answer. V.M was left.
12/18/2024	[redacted]	Re-engagement call	Called student but his phone was on voicemail, left a voicemail and send a text.
12/18/2024	[redacted]	Re-engagement call	Called the student to encourage them attend school. N.A.. V.M was left
12/18/2024	[redacted]	Re-engagement call	Her husband responded and told me that I will share with her and let you know that she can come back or no.
12/18/2024	[redacted]	Re-engagement call	First attempt, no answer. V.M was left
12/18/2024	[redacted]	Re-engagement call	Student wants to be disenroll due to busy work schedule.
12/18/2024	[redacted]	Re-engagement call	Phone number is not on service and the emergency number as well.
12/18/2024	[redacted]	Re-engagement call	Student will attend.
12/18/2024	[redacted]	Re-engagement call	Student wants to be disenroll. She goes to college.

[redacted]	[redacted]	Re-engagement call	Student wants to be disenroll. She goes to college.
[redacted]	[redacted]	Re-engagement call	She will go back to her class on January 6th.
[redacted]	[redacted]	Re-engagement call	Student needs to move to PM or online classes. He works during the morning time and can't attend school in the morning time. Please help with transferring.
[redacted]	[redacted]	Re-engagement call	Student moved to another state (New York) and can not come anymore.
[redacted]	[redacted]	Re-engagement call	First attempt. No answer, v.m was left.
[redacted]	[redacted]	Re-engagement call	Out of country please disenroll.
[redacted]	[redacted]	Re-engagement call	Wrong phone number.
[redacted]	[redacted]	Re-engagement call	The phone is on VM, left a VM and a text for him.
[redacted]	[redacted]	Re-engagement call	Called student but he did not respond, left a text for him.
[redacted]	[redacted]	Re-engagement call	Student moved to another city (Tracy) and can not come to school. Also, I informed him to return the school phone.
[redacted]	[redacted]	Re-engagement call	Student did not respond, left VM and Text.
[redacted]	[redacted]	Re-engagement call	She moved to another state and can not come.
[redacted]	[redacted]	Re-engagement call	Will attend tomorrow
[redacted]	[redacted]	Re-engagement call	Second attempt. N.A. I left a v.m.
[redacted]	[redacted]	Re-engagement call	Will attend today
[redacted]	[redacted]	Re-engagement call	Promised to show up on Jan 6
[redacted]	[redacted]	Re-engagement call	Second attempt. Unable to send v.m either text.
[redacted]	[redacted]	Re-engagement call	She moved to new address, had a surgery and can not come on bus back to school. Also she said that she registered herself to another site near herself and she is waiting.
[redacted]	[redacted]	Re-engagement call	Attempt 1. No answer. Sent TM, left VM
[redacted]	[redacted]	Re-engagement call	Promised to show up on Jan 6.

12/19/2024	[redacted]	Re-engagement call	He is working and can not come to school anymore. he said that he has no phone from school.
12/19/2024	[redacted]	Re-engagement call	Attempt 1. No answer. Sent TM, left VM
12/19/2024	[redacted]	Re-engagement call	Attempt 1. Left VM
12/19/2024	[redacted]	Re-engagement call	Attempt 1. Sent TM, left VM
12/19/2024	[redacted]	Re-engagement call	Attempt 1. No answer. Sent TM, left VM
12/19/2024	[redacted]	Re-engagement call	Wants to disenroll. Plans to move to another state.
12/19/2024	[redacted]	Re-engagement call	Promised to show up
12/19/2024	[redacted]	Re-engagement call	Asked to disenroll. Can't attend classes now. Maybe later
12/19/2024	[redacted]	Re-engagement call	Student is pregnant, she told me that she will go and talk with her teacher for putting LOA.
12/19/2024	[redacted]	Re-engagement call	Attempt 1. Sent TM
12/19/2024	[redacted]	Re-engagement call	She will go back to class on 12/20
12/19/2024	[redacted]	Re-engagement call	The student has a back issue, will not attend anymore. Please disenroll.
12/19/2024	[redacted]	Re-engagement call	Did not respond the phone. left a VM and text for her.
12/19/2024	[redacted]	Re-engagement call	Unreachable phone.
12/19/2024	[redacted]	Re-engagement call	Attempt 1. No answer. Sent TM, left VM
12/19/2024	[redacted]	Re-engagement call	The student moved, and won't attend classes. Doesn't have the phone
12/19/2024	[redacted]	Re-engagement call	Phone not in service, left a VM and text for her.
12/19/2024	[redacted]	Re-engagement call	He will go back to class on 12/20
12/19/2024	[redacted]	Re-engagement call	Attempt 1. No answer. Sent TM, left VM
12/19/2024	[redacted]	Re-engagement call	Attempt 1. Sent TM, left VM

[redacted]	[redacted]	Re-engagement call	Second attempt. No answer, v.m was left.
[redacted]	[redacted]	Re-engagement call	He did not respond. left VM and text for him.
[redacted]	[redacted]	Re-engagement call	She will talk with her teacher to transfer to North laguna site. She moved from previous address to Elk grove.
[redacted]	[redacted]	Re-engagement call	No respond, left a VM and text.
[redacted]	[redacted]	Re-engagement call	Student did not respond, left a text for him. VM was full.
[redacted]	[redacted]	Re-engagement call	Left VM and text for him, his phone is not available.
[redacted]	[redacted]	Re-engagement call	Left VM and text for him.
[redacted]	[redacted]	Re-engagement call	Her husband called me and told that she can not come to school anymore, he told me that he send an email to her teacher.
[redacted]	[redacted]	Re-engagement call	Promised to show up on Jan 6. Wants to transfer to CICA
[redacted]	[redacted]	Re-engagement call	Student moved and can not come to school anymore, I informed him to submit the phone.
[redacted]	[redacted]	Re-engagement call	Promised to show up. Wants to transfer to CICA
[redacted]	[redacted]	Re-engagement call	First attempt. No answer, v.m was left.
[redacted]	[redacted]	Re-engagement call	Second attempt, n.a. V.M was left
[redacted]	[redacted]	Re-engagement call	Student can not come because of the job he have.
[redacted]	[redacted]	Re-engagement call	Attempt 1. VM isn't setup yet. So, sent TM
[redacted]	[redacted]	Re-engagement call	Student will go back to school on 12/20.
[redacted]	[redacted]	Re-engagement call	Student did not respond. left a VM and a text for her.
[redacted]	[redacted]	Re-engagement call	Promised to show up on Jan 6. Provided with the site's address.
[redacted]	[redacted]	Re-engagement call	Student wants to disenroll. Promised to return his phone.
[redacted]	[redacted]	Re-engagement call	She is not interested, returned the phone

[redacted]	[redacted]		
12/19/2024		Re-engagement call	She promised to go back to her class on Jan 6th, 2025.
12/19/2024		Re-engagement call	Student can not come back to school, she has no time.
12/19/2024		Re-engagement call	Phone is unreachable. left a text for her.
12/19/2024		Re-engagement call	The student has health issues, he is not sure about further attending school. Informed about returning techs
12/20/2024		Re-engagement call	The student works a truck driver. can't attend the school. Requested to disenroll. Maybe he'll apply to CICA
12/20/2024		Re-engagement call	Wants to disenroll. Doesn't want to attend the current location even to transfer to another. Prefers to disenroll and to fill out a new registration form for site that she wants.
12/20/2024		Re-engagement call	Wants to disenroll
12/20/2024		Re-engagement call	Wants to disenroll. The student has moved, can't attend classes. Doesn't have any techs.
12/20/2024		Re-engagement call	Attempt 1. NA. Sent TM
12/20/2024		Re-engagement call	Attempt 1. No answer. Sent TM
12/20/2024		Re-engagement call	Attempt 2. Student called back and said that she has a baby, but promised to show up on Jan 6 to discuss the pathways to continue studying with her teacher.
12/20/2024		Re-engagement call	Attempt 1. No answer. Sent TM, left VM
12/20/2024		Re-engagement call	Student has already attended classes this week
12/20/2024		Re-engagement call	Attempt 1. NA. Sent TM, left VM
12/20/2024		Re-engagement call	Attempt 1. NA. Sent TM, left VM
12/20/2024		Re-engagement call	Wants to disenroll
12/20/2024		Re-engagement call	Promised to show up
12/20/2024		Re-engagement call	Attempt 1. NA. VM box is full, so sent TM
12/20/2024		Re-engagement call	Attempt 1. NA.Sent TM, left VM
12/20/2024		Re-engagement call	Wants to disenroll

12/20/2024	[redacted]	Re-engagement call	Wants to disenroll. Will drop off his GPP after winter break
12/20/2024	[redacted]	Re-engagement call	Attempt 1. NA. Sent TM, left VM
12/20/2024	[redacted]	Re-engagement call	Want to transfer to CICA. Promised to drop off his GPF after winter break
12/20/2024	[redacted]	Re-engagement call	Attempt 1. NA. Sent TM, left VM
12/23/2024	[redacted]	Re-engagement call	Left voicemail
12/23/2024	[redacted]	Re-engagement call	1st attempt left voicemail and sent text
12/23/2024	[redacted]	Re-engagement call	Promised to show up. Wants to transfer to Folsom
12/24/2024	[redacted]	Re-engagement call	Student did not respond, left a text for him.
12/24/2024	[redacted]	Re-engagement call	Student did not respond, left a text for him.
12/24/2024	[redacted]	Re-engagement call	The phone is unreachable. left a text and voicemail.
12/24/2024	[redacted]	Re-engagement call	Student can not understand even a word of english, l left her a text.
12/26/2024	[redacted]	Re-Engagement call	No answer, No VM set up, TM was left.
12/26/2024	[redacted]	Re-Engagement call	Talked to the student's wife during the re-engagement call. The student asked to be transferred to CICA.
12/26/2024	[redacted]	Re-Engagement call	No answer, No VM set up, TM was left.
12/26/2024	[redacted]	Re-Engagement call	Student can't attend. Disenroll.
12/26/2024	[redacted]	Re-Engagement call	Student promised to return to school on Jan 6. Requested to be transferred to College Oak.
12/26/2024	[redacted]	Re-Engagement call	Student doubted she would be able to attend classes. Information about tech return was provided.
12/26/2024	[redacted]	Re-Engagement call	Student promised to return to school on Jan 6 and improve her attendance.
12/26/2024	[redacted]	Re-Engagement call	Student promised to return to school on Jan 6
12/26/2024	[redacted]	Re-Engagement call	Student can't attend. Disenroll.

[redacted]	[redacted]		
12/26/2024		Re-Engagement call	No answer, VM and TM were left.
12/26/2024		Re-Engagement call	Student can't attend. Disenroll.
12/26/2024		Re-Engagement call	Student promised to return to school on Jan 6
12/26/2024		Re-Engagement call	No answer, VM and TM were left.
12/26/2024		Re-Engagement call	Student can't attend. Disenroll. Information about tech return was provided.
12/26/2024		Re-Engagement call	Student can't attend. Disenroll.
12/26/2024		Re-Engagement call	No answer, VM and TM were left.
12/26/2024		Re-Engagement call	No answer, VM and TM were left.
12/26/2024		Re-Engagement call	No answer, VM and TM were left.
12/26/2024		Re-Engagement call	Student promised to return to school on Jan 6. Requested to be transferred to Hillsdale and attend PM classes (According to PS student attended Hemlock St.)
12/26/2024		Re-Engagement call	Wants to transfer to CICA. Asked her husband Barybin, Dmitriy 72186 to be transferred to CICA.
12/26/2024		Re-Engagement call	No answer, VM and TM were left.
12/26/2024		Re-Engagement call	No answer, VM and TM were left.
12/26/2024		Re-Engagement call	No answer, No VM set up, TM was left.
12/26/2024		Re-Engagement call	Student can't attend. Disenroll. Information about tech return was provided.
12/26/2024		Re-Engagement call	No answer, No VM set up, TM was left.
12/26/2024		Re-Engagement call	Student promised to return to school on Jan 6
12/26/2024		Re-Engagement call	No answer, No VM set up, TM was left.
12/26/2024		Re-Engagement call	Student can't attend. Disenroll.
12/26/2024		Re-Engagement call	Student can't attend. Disenroll.

12/26/2024	[redacted]	Re-Engagement call	No answer, VM and TM were left.
12/26/2024	[redacted]	Re-Engagement call	Student can't attend. Disenroll.
12/26/2024	[redacted]	Re-Engagement call	No answer, No VM set up, TM was left.
12/26/2024	[redacted]	Re-Engagement call	No answer, VM and TM were left.
12/26/2024	[redacted]	Re-Engagement call	Student promised to return to school on Jan 6
12/26/2024	[redacted]	Re-Engagement call	No answer, VM and TM were left.
12/27/2024	[redacted]	Re-engagement call	He will go back to class on 1/6/25.
12/27/2024	[redacted]	Re-engagement call	[redacted] would like to disenroll. He has a new job and cannot attend. I suggested he try to move to a PM class, but he said it would not work for him. I sent an email to enrollment.
12/27/2024	[redacted]	Re-engagement call	She will go back to school on 1/6/25.
12/27/2024	[redacted]	Re-Engagement call	Attempt #2. No answer
12/27/2024	[redacted]	Re-Engagement call	Attempt #2. No answer
12/27/2024	[redacted]	Re-engagement call	Left a voicemail and text message
12/27/2024	[redacted]	Re-engagement call	I left a voicemail and sent a text message
12/27/2024	[redacted]	Re-engagement call	I left a voicemail and sent a text message
12/27/2024	[redacted]	Re-engagement call	No answer unable to leave a voicemail
12/27/2024	[redacted]	Re-engagement call	I made a re-engagement call to the student. They said he would be returning after the break.
12/27/2024	[redacted]	Re-engagement call	2nd attempt. left a VM.
12/27/2024	[redacted]	Re-engagement call	Left voicemail and sent text message
12/27/2024	[redacted]	Re-engagement call	2nd attempt, unreachable.
12/27/2024	[redacted]	Re-engagement call	I made a re-engagement call to the student. They said he would be returning after the break.

12/27/2024	[redacted]	Re-engagement call	2nd attempt. left a VM.
12/27/2024	[redacted]	Re-Engagement call	Attempt #2. No answer
12/27/2024	[redacted]	Re-engagement call	Plans to return to school Jan 6th 2025
12/27/2024	[redacted]	Re-engagement call	Left voicemail and sent text message
12/27/2024	[redacted]	Re-engagement call	The student plans to return to school in January.
12/27/2024	[redacted]	Re-Engagement call	Attempt #2. No answer
12/27/2024	[redacted]	Re-engagement call	I made a re-engagement call to the student. They said they would try to return after the winter break.
12/27/2024	[redacted]	Re-engagement call	I made a re-engagement call to the student. They said he would be returning after the break.
12/27/2024	[redacted]	Re-engagement call	2nd attempt, phone is on voicemail.
12/27/2024	[redacted]	Re-engagement call	I made a re-engagement call to the student and sent an email on the student's behalf requesting an update on her transfer request.
12/27/2024	[redacted]	Re-engagement call	Left a voicemail and a text message
12/27/2024	[redacted]	Re-engagement call	Left voicemail and text message
12/27/2024	[redacted]	Re-Engagement call	Attempt #2 Student can't attend. Disenroll.
12/27/2024	[redacted]	Re-Engagement call	Attempt #2 Student can't attend. Disenroll.
12/27/2024	[redacted]	Re-engagement call	unable to leave message
12/27/2024	[redacted]	Re-engagement call	unable to leave message I made a re-engagement call. They have been unable to attend due to work and are interested in switching to PM. I emailed enrollment for support.
12/27/2024	[redacted]	Re-engagement call	
12/27/2024	[redacted]	Re-Engagement call	Attempt #2. No answer
12/27/2024	[redacted]	Re-Engagement call	Attempt #2. No answer
12/27/2024	[redacted]	Re-engagement call	2nd attempt. phone is not reachable.

[redacted]	[redacted]		
12/27/2024		Re-engagement call	I made a re-engagement call to the student. They said he would be returning after the break.
12/27/2024		Re-engagement call	unable to leave a message
12/27/2024		Re-engagement call	Left voicemail and sent text message
12/27/2024		Re-engagement call	Left voicemail and a text message
12/27/2024		Re-engagement call	2nd attempt, phone is not available.
12/27/2024		Re-engagement call	unable to leave a message
12/27/2024		Re-Engagement call	Attempt #2. No answer
12/27/2024		Re-Engagement call	Student promised to return to school on Jan 6. School address and teacher's name was provided to the student.
12/27/2024		Re-Engagement call	Attempt #2. No answer
12/27/2024		Re-Engagement call	Attempt #2. No answer
12/27/2024		Re-engagement call	Left voicemail and sent text
12/27/2024		Re-engagement call	The student will try to return on January 6th
12/27/2024		Re-Engagement call	Attempt #2. No answer
12/27/2024		Re-Engagement call	Attempt #2. No answer
12/27/2024		Re-Engagement call	Student called back. He can't attend. Disenroll.
12/27/2024		Re-Engagement call	Attempt #2. No answer
12/27/2024		Re-engagement call	2nd attempt, phone is still unreachable.
12/27/2024		Re-Engagement call	Attempt #2. No answer
12/30/2024		Re-engagement call	Attempt 2. NA
12/30/2024		Re-engagement call	I left a voicemail

[redacted]	[redacted]		
12/30/2024		Re-engagement call	Attempt 2. NA
12/30/2024		Re-engagement call	The student plans to return to school in January.
12/30/2024		Re-engagement call	the student has been transferred out
12/30/2024		Re-engagement call	The student plans to return to school on January 6th.
12/30/2024		Re-engagement call	2nd attempt left voicemail
12/30/2024		Re-engagement call	Promised to show up on 01/06
12/30/2024		Re-engagement call	Attempt 2. NA
12/30/2024		Re-engagement call	The student's nephew answered the call and informed that the student is out of the country.He will come back in February. I informed that he'll be transferred out and should complete our new registration process if he wants to come back to school.
12/30/2024		Re-engagement call	2nd attempt left a voicemail
12/30/2024		Re-engagement call	Attempt 2. NA
12/30/2024		Re-engagement call	Attempt 2. NA
12/30/2024		Re-engagement call	2nd attempt left voicemail
12/30/2024		Re-engagement call	Attempt 2. NA
12/30/2024		Re-engagement call	Attempt 2. NA
12/30/2024		Re-engagement call	Promised to show up. Interested in citizenship classes.
12/30/2024		Re-engagement call	The student plans to return to school on January 6th.
12/30/2024		Re-engagement call	2nd attempt left a voicemail
12/30/2024		Re-engagement call	2nd attempt left a voicemail
12/30/2024		Re-engagement call	The student asked to disenroll him
12/30/2024		Re-engagement call	The student stated that they have graduated and are waiting for their diploma.

[redacted]	[redacted]	Re-engagement all	Attempt 2. NA
[redacted]	[redacted]	Re-engagement all	Promised to show up on Jan 6. Wants to transfer to CICA
[redacted]	[redacted]	Re-engagement all	Attempt 2. NA
[redacted]	[redacted]	Re-engagement all	2nd attempt left a voicemail
[redacted]	[redacted]	Re-engagement Call	Called and left a message with a family member. Asked if she needed any support.
[redacted]	[redacted]	Re-engagement Call	Called, but voice message box was full. Left a text message regarding any support needed or concerns.
[redacted]	[redacted]	Re-engagement Call	Called. Student has been sick and has many appointments this week. Will attend Wednesday or Thursday this week.
[redacted]	[redacted]	Re-engagement Call	Called. Student has been sick and has many appointments this week. Will attend Wednesday or Thursday this week.
[redacted]	[redacted]	Re-engagement Call	Called, left VM regarding support or any concerns the student may have.
[redacted]	[redacted]	Re-engagement Call	Called. Student says he's not sure about when he'll attend again because of work.
[redacted]	[redacted]	Re-engagement Call	Called, left VM regarding support and any concerns the student may have. (Last spoke: Student was waiting for CICA classes.)
[redacted]	[redacted]	Re-engagement Call	Called. Student says she will attend tomorrow to address concerns about attendance.
[redacted]	[redacted]	Re-engagement Call	Called. Student says she'll be back in February.
[redacted]	[redacted]	Re-engagement Call	Called, but VM box not set up. Left a text message regarding support needs and any concerns.
[redacted]	[redacted]	Re-engagement Call	Called,but no VM box. Left a text message regarding support and any concerns.
[redacted]	[redacted]	Re-engagement Call	Called. Student is still waiting for PM classes to have open enrollment OR CICA classes. He can't attend due to being busy with children. Spoke about other support that can help him gradually attend class again.
[redacted]	[redacted]	Re-engagement Call	Called. Student can't attend site due to distance issues. Says she is waiting for a closer site to accept enrollment.
[redacted]	[redacted]	Re-engagement Call	Called. Left VM regarding support and any concerns the student may have.
[redacted]	[redacted]	Re-engagement Call	Student said she is sick and hopes to return to school next week.
[redacted]	[redacted]	Re-engagement Call	Phone was off. Left VM regarding support or any concerns the student may have.

[redacted]			
1/24/2025		Re-engagement Call	Student didn't answer call, left VM regarding support and any concerns the student may have.
2/6/2025		Re-engagement call	The phone is on VM. Left a text and VM for her.
2/6/2025		Re-engagement call	No respond, left a text.
2/6/2025		Re-engagement call	Student is attending college and has kids. She can't attend both school and college so please transfer out. I asked her to return the devices and will do.
2/6/2025		Re-engagement call	Student did not respond the call. send him a text.
2/6/2025		Re-engagement call	Student was contacted in regards attendance. He stated that he is moving to new home so that what made him skip classes. He will come back today or tomorrow.
2/6/2025		Re-engagement call	Three attempts, no answer. V.M was left
2/6/2025		Re-engagement call	She will go back to her class.
2/6/2025		Re-engagement call	The phone is on VM. Left a text and VM for her.
2/6/2025		Re-engagement call	Her Husband told me that she has plan to come back to school.
2/6/2025		Re-engagement call	Left voicemail
2/6/2025		Re-engagement call	The student said they could not attend because they were busy, but he plans to attend today, 2/6/25.
2/6/2025		Re-engagement call	He is working full time. Center Pkwy has no p.m shift. he told me that he will visit main office and talk to find another site near home after 6:30 p.m to go and continue school.
2/6/2025		Re-engagement call	Her husband told me that she can not go to the Grand location because she can not drive and we informed school that she only can go to Howe Ave location. They put him in waiting list for Howe but still they did not receive any call.
2/6/2025		Re-engagement call	The student will try to go back to class
2/6/2025		Re-engagement call	The student plans to return to school on 2/10/25 after her LOA
2/6/2025		Re-engagement call	The student plans to return Monday, 2/10/25
2/6/2025		Re-engagement call	The student will try to attend more regularly.
2/6/2025		Re-engagement call	The student plans to return on 2/7/25 and speak to the teacher about transferring to CICA
2/6/2025		Re-engagement call	Left voicemail

2/6/202	[redacted]	Re-engagement call	Left voicemail
2/6/202		Re-engagement call	Three attempts, no answer. V.M was left
2/6/202		Re-engagement call	The student was driving and would call me back.
2/6/202		Re-engagement call	Two attempts, no answer. V.M was left
2/6/202		Re-engagement call	Left voicemail
2/6/202		Re-engagement call	Three attempts, no answer. V.M was left
2/6/202		Re-engagement call	Student plans to return to class on 2/6/24
2/6/202		Re-engagement call	Student will attend class.
2/6/202		Re-engagement call	The student plans to return 2/7/25
2/6/202		Re-engagement call	She told me that she can not come to classes anymore because she moved and also she has problem. She is waiting for CICA.
2/6/202		Re-engagement call	Left voicemail
2/6/202		Re-engagement call	The student will be attending his CTE class on 2/10/25 class. Emailed the counselor.
2/6/202		Re-engagement call	She will go back to her class.
2/6/202		Re-engagement call	He will come back to his class.
2/6/202		Re-engagement call	The phone is on VM. Left a text and VM for her.
2/6/202		Re-engagement call	Left voicemail
2/6/202		Re-engagement call	Left voicemail
2/6/202		Re-engagement call	unable to leave a message
2/6/202		Re-engagement call	The phone is on VM. Left a text and VM for her.
2/6/202		Re-engagement call	Left voicemail

2/6/2025	[redacted]	e-engagement all	Her husband told me that will call back after talking with [redacted].
2/6/2025		e-engagement all	The phone is on VM. Left a text and VM for her.
2/6/2025		e-engagement all	The student completed credits and is attending ARC emailed the counselor.
2/6/2025		e-engagement all	Left voicemail
2/6/2025		e-engagement all	The phone is on VM. Left a text and VM for her.
2/6/2025		e-engagement all	He can not come to school anymore because he is working and has no time.
2/6/2025		e-engagement all	left voicemail
2/6/2025		e-engagement all	The student works full time job from 5am to 5pm and can't attend am classes anymore. He is requesting to be moved to pm classes.
2/6/2025		e-engagement all	Called student but did not respond. left a text and VM.
2/6/2025		e-engagement all	The student will try to return to class as soon as the weather permits.
2/7/2025		e-engagement all	sent text
2/7/2025		e-engagement all	Unable to leave a voicemail, I sent text
2/7/2025		e-engagement all	Student is working and he cannot come to school anymore.
2/7/2025		e-engagement all	Student has no phone number, called the emergency number but his phone is unreachable.
2/7/2025		e-engagement all	Did not respond, left a VM and a text.
2/7/2025		e-engagement all	She wants to come to school but she has family members that they are sick at home and hospital and she needs to take care of them. I encouraged her to go and talk with the teacher and request LOA. She told me that next week she will go and see what the teacher will say.
2/7/2025		e-engagement all	Unreachable emergency phone number.
2/7/2025		e-engagement all	left voicemail and sent text
2/7/2025		e-engagement all	Sent text
2/7/2025		e-engagement all	sent text

[redacted]			
2/7/2025		Re-engagement call	Sent text
2/7/2025		Re-engagement call	She can not go back to her class because it is very far for her, she is pregnant and has no car and no driving licenses. She is waiting to be transfer to Folsom.
2/7/2025		Re-engagement call	Student did not see the message from HCCS and still she was waiting for class info. I provided her with the teacher name and address. She will go to school.
2/7/2025		Re-engagement call	No respond, left a text and VM.
2/7/2025		Re-engagement call	The student shared that he could not attend due to a family medical situation.
2/7/2025		Re-engagement call	Sent text
2/7/2025		Re-engagement call	She is waiting to transfer to p.m shift at Hillsdale. she told me that she went to Grand and Hillsdale and they told her that you are in our waiting list.
2/7/2025		Re-engagement call	Unable to leave a message, I sent text
2/7/2025		Re-engagement call	The phone is on Voicemail. left him a VM and a text.
2/7/2025		Re-engagement call	No respond, left a text and VM.
2/7/2025		Re-engagement call	The phone is on Voicemail. left her a VM and a text.
2/7/2025		Re-engagement call	He changed his address and is waiting for transfer.
2/7/2025		Re-engagement call	No respond. Send a text for him.
2/7/2025		Re-engagement call	She moved to another city and can not come to school anymore.
2/7/2025		Re-engagement call	Her husband told me that he can not come back to school because she has a newborn baby.
2/7/2025		Re-engagement call	Sent text
2/7/2025		Re-engagement call	unable to leave message sent text
2/7/2025		Re-engagement call	Unreachable emergency phone number.
2/7/2025		Re-engagement call	No respond. Left him a VM and a text.
2/7/2025		Re-engagement call	She will go back to school next week.

2/7/2025	[redacted]	e-engagement all	Student plans to return to class as soon as possible
2/7/2025	[redacted]	e-engagement all	She has transportation problem but for now she can not come to school anymore.
2/7/2025	[redacted]	e-engagement all	He will go back to his class on Monday 2/10.
2/7/2025	[redacted]	e-engagement all	She did not respond. Left a VM and a text for her.
2/7/2025	[redacted]	e-engagement all	Unreachable emergency number.
2/7/2025	[redacted]	e-engagement all	Sent text
2/7/2025	[redacted]	e-engagement all	No respond, left a VM and a text for her
2/7/2025	[redacted]	e-engagement all	He will come back to school.
2/7/2025	[redacted]	e-engagement all	He will join the classes on Monday 2/10.
2/7/2025	[redacted]	e-engagement all	LAO- is unable to attend due to medical reasons.
2/7/2025	[redacted]	e-engagement all	Sent Text
2/7/2025	[redacted]	e-engagement all	His Son told me that She is out of country for vacation in Afghanistan.
2/7/2025	[redacted]	e-engagement all	Student returned his phone to me. I handed it over to the Nooria, site lead to gave it to DN team.
2/7/2025	[redacted]	e-engagement all	left a voicemail and text
2/7/2025	[redacted]	e-engagement all	She will join her classes on Monday 2/10.
2/7/2025	[redacted]	e-engagement all	She is pregnant and in last days. she will go back to school and request an LOA from her teacher.
2/7/2025	[redacted]	e-engagement all	Student can not come to school anymore because there is nobody to take care of her kids.
2/7/2025	[redacted]	e-engagement all	Student plans to attend 2/10/25.
2/7/2025	[redacted]	e-engagement all	She can not come to 33rd location because it is very far from them and she also has heart problem, can not sit more than 1 or 2 hours in the class.
2/13/2025	[redacted]	e-engagement all	The student called and said she can't attend due to work but will return the school phone next week, 2/17/25.

2/14/2025	[redacted]	Re-engagement Call	Student said she is sick. Will return next week when she gets better.
2/14/2025	[redacted]	Re-engagement Call	Called, left VM regarding attendance.
2/18/2025	[redacted]	Re-engagement all	Student will come to class tomorrow. She stopped coming to school because she said that no language support is provided in class to translate. I encouraged her that coming to class regularly would improve her English and she can get help from the teacher during the class and ask questions.
2/18/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. No answer, VM and TM were left.
2/18/2025	[redacted]	Re-engagement all	Student will attend today
2/18/2025	[redacted]	Re-engagement all	Student will attend. He requested to move from Hemlock to Grand for pm. The request was sent to enrollment
2/18/2025	[redacted]	Re-engagement all	Student will attend today
2/18/2025	[redacted]	Re-engagement all	Student will attend today
2/18/2025	[redacted]	Re-engagement all	Student will attend
2/18/2025	[redacted]	Re-engagement all	The student daughter stated that the mom is out of country for two weeks
2/18/2025	[redacted]	Re-engagement all	Phone# is not on service
2/18/2025	[redacted]	Re-engagement all	First attempt
2/18/2025	[redacted]	Re-engagement all	Please disenroll. The student is not interested
2/18/2025	[redacted]	Re-engagement all	Will attend tomorrow
2/18/2025	[redacted]	Re-engagement all	Will attend
2/18/2025	[redacted]	Re-engagement all	First attempt
2/18/2025	[redacted]	Re-engagement all	First attempt
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. No answer, VM and TM were left.
2/19/2025	[redacted]	Re-engagement all	Phone is unreachable.
2/19/2025	[redacted]	Re-engagement all	His phone was on VM. Left a VM for him.

2/19/2025	[redacted]	Re-engagement call	His phone is on VM. Left a VM for him.
2/19/2025	[redacted]	Re-engagement call	She moved to another state and asked to dis-enroll her.
2/19/2025	[redacted]	Re-engagement call	She moved to another state and asked to dis-enroll.
2/19/2025	[redacted]	Re-engagement call	She will go back to class on 2/20.
2/19/2025	[redacted]	Re-engagement call	He is working all week in san francisco and can not come to school for now.
2/19/2025	[redacted]	Re-engagement call	She got a job and she told me that she can not come anymore.
2/19/2025	[redacted]	Re-engagement call	She told me that she is going to collage and can not come to school anymore.
2/19/2025	[redacted]	Re-engagement call	Phone was on voicemail. left her a VM.
2/19/2025	[redacted]	Re-engagement call	He will go back to his class.
2/19/2025	[redacted]	Re-engagement call	Phone is on VM. left a VM for her.
2/19/2025	[redacted]	Re-engagement call	She is studying dental assistance program and she said my english is good and I can not go to school anymore.
2/19/2025	[redacted]	Re-engagement call	He will go back to his class on 2/20.
2/19/2025	[redacted]	Re-engagement call	She will go back to school on 12/20.
2/19/2025	[redacted]	Re-engagement call	Student is very sick and can not come for more days to school. I informed her that she will be dis-enroll if does not go to school.
2/19/2025	[redacted]	Re-engagement call	She will go back to her class.
2/19/2025	[redacted]	Re-engagement call	She will go back to school.
2/19/2025	[redacted]	Re-engagement call	She will go back to her class.
2/19/2025	[redacted]	Re-engagement call	Did not respond his phone. left a VM for him.
2/19/2025	[redacted]	Re-engagement call	She has a sick family member to take care and can not come to school anymore.
2/19/2025	[redacted]	Re-engagement call	He will go back to his class.

[redacted]	[redacted]	2/19/2025	Re-engagement call	He will go back to his class.
		2/19/2025	Re-engagement call	Student did not respond, left a VM for him.
		2/19/2025	Re-engagement call	She will go back to her class on 2/20.
		2/19/2025	Re-engagement call	Student did not respond, left a VM.
		2/19/2025	Re-engagement call	He will go back to his class on 2/20.
		2/19/2025	Re-engagement call	Student did not respond. left a VM.
		2/19/2025	Re-engagement call	He will join his class on 2/21.
		2/19/2025	Re-engagement call	No respond, left VM.
		2/19/2025	Re-engagement call	He will go back to school.
		2/19/2025	Re-engagement call	She already joined back the class on 2/18.
		2/19/2025	Re-engagement call	Student did not respond, left a VM.
		2/19/2025	Re-engagement call	Student moved from Marconi to Fulton. She wants to transfer to a new site near her address or change the time to the morning but she will go to class on 2/20. send an email to SOR for transfer.
		2/19/2025	Re-engagement call	Student is pregnant and in last days. she can not come to school anymore.
		2/19/2025	Re-Engagement call	Called the student regarding their absences. She will attend classes this week. She would like to be transferred to another campus but considering the location.
		2/19/2025	Re-Engagement call	Called the student regarding their absences. She will attend classes this week.
		2/19/2025	Re-engagement call	Will attend
		2/19/2025	Re-Engagement call	Called the student regarding their absences. No answer, VM and TM were left.
		2/19/2025	Re-engagement call	Will attend tomorrow
		2/19/2025	Re-Engagement call	Called the student regarding their absences. She will attend classes this week.
		2/19/2025	Re-Engagement call	Called the student regarding their absences. No answer, VM and TM were left.

2/19/2025	[redacted]	Re-engagement call	Will attend
2/19/2025	[redacted]	Re-engagement call	Student stated that she never skipped school.
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. He will attend classes this week.
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. She will attend classes this week.
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. No answer, no VM options, TM was left
2/19/2025	[redacted]	Re-engagement call	Will attend. Student is requesting to move to CICA due to the busy work schedule. Request will be sending to transfer.
2/19/2025	[redacted]	Re-engagement call	Will attend
2/19/2025	[redacted]	Re-engagement call	Will attend
2/19/2025	[redacted]	Re-engagement call	Will attend
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. Can't attend, and would like to be disenrolled.
2/19/2025	[redacted]	Re-Engagement call	During the re-engagement call, the student explained that he completed all his courses and was waiting for a CASAS test to be scheduled as a final step for graduation. I emailed the counselor and the teacher explaining the concern that the student can be automatically disenrolled.
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. Can't attend, and would like to be disenrolled.
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. She will attend classes this week.
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. No answer, no VM options, TM was left
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. She will attend classes this week.
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. Can't attend, and would like to be disenrolled.
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. No answer, no VM options, TM was left
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. No answer, VM and TM were left.
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. No answer, VM and TM were left.
2/19/2025	[redacted]	Re-Engagement call	Called the student regarding their absences. She will attend classes this week.

[redacted]	[redacted]	Re-Engagement call	Called the student regarding their absences. No answer, no VM options, TM was left
[redacted]	[redacted]	Re-Engagement call	Called the student regarding their absences. Can't attend, and would like to be disenrolled.
[redacted]	[redacted]	Re-Engagement call	Called the student regarding their absences. Can't attend, and would like to be disenrolled.
[redacted]	[redacted]	Re-Engagement call	Called the student regarding their absences. He said he was waiting for a call confirming he could attend classes. He denied he had ever received any notifications from school staff or his teacher. He will attend classes this week.
[redacted]	[redacted]	Re-Engagement call	The student informed us that she was on military orders and couldn't return to classes this week. She provided a document. She asked not to disenroll because she will return to classes on February 24. I emailed the HCCS Enrollment, the student's counselor, and the teacher.
[redacted]	[redacted]	Re-Engagement call	Called the student regarding their absences. He will attend classes this week.
[redacted]	[redacted]	Re-Engagement call	Called the student regarding their absences. No answer, VM and TM were left.
[redacted]	[redacted]	Re-Engagement call	The student is moving and can't attend classes. She asked to be disenrolled.
[redacted]	[redacted]	Re-Engagement call	Called the student regarding their absences. She will attend classes this week.
[redacted]	[redacted]	Re-Engagement call	Called the student regarding their absences. He will attend classes this week.
[redacted]	[redacted]	Re-engagement call	She is not coming to school because she has to take care of her kid.
[redacted]	[redacted]	Re-engagement call	Student said maybe I join back to school. I will think and discuss with family and let you know.
[redacted]	[redacted]	Re-engagement call	He will go back to the class.
[redacted]	[redacted]	Re-Engagement call	Called the student regarding their absences. No answer, VM and TM were left.
[redacted]	[redacted]	Re-engagement call	She did not respond. left a VM.
[redacted]	[redacted]	Re-engagement call	He told me that he can not come to school anymore.
[redacted]	[redacted]	Re-engagement call	Student did not respond, left a VM.
[redacted]	[redacted]	Re-engagement call	Student did not respond, Left a VM.
[redacted]	[redacted]	Re-engagement call	Phone is on VM. Left a VM.

[redacted]	[redacted]		
2/20/2025		Re-engagement call	Her phone is unreachable.
2/20/2025		Re-engagement call	Student needs to think and will call back.
2/20/2025		Re-engagement call	Student can not come to work because he is working full time.
2/20/2025		Re-engagement call	Phone is on VM, Left a VM.
2/20/2025		Re-engagement Call	Student got more hours at work and couldn't attend due to her busy schedule. She will try attending at least once a week.
2/20/2025		Re-engagement call	Student is working full time and said can not come to school anymore.
2/20/2025		Re-engagement call	Student did not respond. left a VM.
2/20/2025		Re-engagement call	He will come back to his class on 2/20.
2/20/2025		Re-engagement call	He will go back to his class.
2/20/2025		Re-engagement call	She will go back to her class.
2/20/2025		Re-engagement call	Wrong number when I called student.
2/20/2025		Re-engagement call	Student can not go because it is really far for her, she is waiting for her transfer.
2/20/2025		Re-engagement call	Phone is on VM. Left a VM.
2/20/2025		Re-engagement call	She did not respond, left a VM.
2/20/2025		Re-engagement call	Phone is on VM. Left a VM.
2/20/2025		Re-engagement call	He already started going back to school and will continue.
2/20/2025		Re-engagement call	Student will go back to school.
2/20/2025		Re-engagement call	He will go back to his class.
2/20/2025		Re-engagement call	Phone was on VM. Left a VM for her.
2/20/2025		Re-engagement call	He told me that he is at work near San Francisco and will come back to class on Monday 12/24.

[redacted]			
2/20/2025		Re-engagement call	Student is working during the day and he told me that if you change my time from A.M to P.M, I can come back to school. send an email to SOR.
2/20/2025		Re-engagement call	2nd attempt/ TM was left
2/20/2025		Re-engagement call	Phone was on VM. Left a VM.
2/20/2025		Re-engagement call	She will go back to her class but also she told me that edison is too far for her. she needs to change to Marconi to go regularly. Send an email to SOR for site change.
2/20/2025		Re-engagement call	He will go back to his class on 2/20
2/20/2025		Re-engagement call	She will go back to her class on 2/20.
2/20/2025		Re-engagement call	Phone is on VM, left a VM.
2/20/2025		Re-engagement call	She is studying on college and can not come to school anymore.
2/20/2025		Re-engagement call	student will go back to school.
2/20/2025		Re-engagement call	She gave birth newly and can not come for a long time to school.
2/20/2025		Re-engagement call	She already went back to school .
2/20/2025		Re-engagement call	Student did not respond. left a VM.
2/20/2025		Re-engagement call	She will go back to class on 2/20 but she has nobody to take care of her baby and request to change her time to P.M to attend to her class. send an email to SOR.
2/20/2025		Re-engagement call	He will go back to school.
2/20/2025		Re-engagement call	Did not respond. Left a VM.
2/20/2025		Re-engagement call	Phone is not on service/ left TM to the emergency contact(brother)
2/20/2025		Re-engagement call	Disenroll- Out of country
2/20/2025		Re-engagement call	Will attend today.
2/20/2025		Re-engagement call	Student requested to be disenroll.
2/20/2025		Re-engagement call	2nd attempt/ TM was left

[redacted]	[redacted]	2/20/2025	Re-engagement call	Will attend today
		2/20/2025	Re-engagement call	Will attend
		2/20/2025	Re-engagement call	The student has health problem and wouldn't be able to attend school for now. Will come back to register upon her recovery and might take couple months.
		2/21/2025	Re-engagement call	Please disenroll. The student doesn't want to continue school.
		2/21/2025	Re-engagement call	Student can not come to school because of his wife and a new born baby.
		2/21/2025	Re-engagement Call	Student said he has a lot of appointments and some are out of town. Will try attending next week.
		2/21/2025	Re-engagement Call	Phone is turned off. Left a text message regarding attendance.
		2/21/2025	Re-engagement Call	Phone was turned off. Left a text message regarding attendance this week.
		2/21/2025	Re-engagement Call	Didn't answer. Left a text regarding low attendance this week.
		2/28/2025	Re-engagement Call	Student is working out of town and won't return until April '25.
		3/3/2025	Re-Engagement call	Called the student regarding their attendance. No answer, TM and VM were left.
		3/3/2025	Re-Engagement call	Called the student regarding their attendance. She plans to return to school this week.
		3/3/2025	Re-engagement call	2 Attempts, left VM and a text.
		3/3/2025	Re-engagement call	2 Attempt, left VM and a text.
		3/3/2025	Re-engagement call	Will be back to school.
		3/3/2025	Re-engagement call	Contacted student, student stated he is waiting to be transferred to morning classes.
		3/3/2025	Re-engagement call	The student stated that she is attending Asher, so she was confused as to why she was receiving a re-engagement call.
		3/3/2025	Re-engagement call	I called the student to advise her to check in with her teacher at Asher and ensure they capture her attendance.
		3/3/2025	Re-engagement call	1st attempt unable to leave voicemail sent text
		3/3/2025	Re-engagement call	Student stated she has gotten into a accident and broken her ankle and she wont be able to come to class for some time until she heals.

3/3/202	[redacted]	Re-engagement call	Student will be back to school.
3/3/202	[redacted]	Re-Engagement call	Called the student regarding their attendance. She plans to return to school this week.
3/3/202	[redacted]	Re-engagement call	Student will be back to school.
3/3/202	[redacted]	Re-engagement call	The number in PS is unreachable and the one in re-engagement list was wrong.
3/3/202	[redacted]	Re-engagement call	The student has completed Federico and is waiting for CTE Personal Finance
3/3/202	[redacted]	Re-engagement call	Student will call back about his decision.
3/3/202	[redacted]	Re-engagement call	Student will call back about his decision.
3/3/202	[redacted]	Re-engagement call	Student moved to Elk grove and can not come to school anymore.
3/3/202	[redacted]	Re-Engagement call	Called the student regarding their attendance. No answer, TM and VM were left.
3/3/202	[redacted]	Re-engagement call	Student will be back to the school.
3/3/202	[redacted]	Re-Engagement call	Called the student regarding their attendance. He plans to return to school this week. He mentioned he wanted to be transferred to CICA. He will discuss it with his counselor tomorrow.
3/3/202	[redacted]	Re-Engagement call	The student was already contacted by the Language Navigators team. He wants to be disenrolled.
3/3/202	[redacted]	Re-engagement call	Student will be back to the school until school can transfer her to nearest site.
3/3/202	[redacted]	Re-Engagement call	Called the student regarding their attendance. He plans to return to school this week.
3/3/202	[redacted]	Re-engagement call	Student will be back to school.
3/3/202	[redacted]	Re-engagement call	Student did not respond. First Attempt, left VM and a text.
3/3/202	[redacted]	Re-engagement call	The student stated she is attending Asher and was confused as to why she was receiving a re-engagement call.
3/3/202	[redacted]	Re-engagement call	Student did not pick up, left a voicemail.
3/3/202	[redacted]	Re-engagement call	2 Attempt, left VM and a text.
3/3/202	[redacted]	Re-engagement call	Student is going to college and can not come to school anymore.

[redacted]		3/3/2025	Re-Engagement call	Called the student regarding their attendance. He plans to return to school this week.
		3/3/2025	Re-engagement all	Will be back to school.
		3/3/2025	Re-engagement all	Student will be back to school.
		3/3/2025	Re-engagement all	Student will be back to school.
		3/3/2025	Re-engagement all	Student moved to another county and can not come to school anymore.
		3/3/2025	Re-engagement all	will be back to school.
		3/3/2025	Re-engagement all	Will be back to school.
		3/3/2025	Re-engagement all	Student will be back to school.
		3/3/2025	Re-engagement all	Student will be back to the school.
		3/3/2025	Re-engagement all	Student moved and can not go to school.
		3/3/2025	Re-engagement all	Unreachable phone.
		3/3/2025	Re-engagement all	2 Attempt, left a text for him.
		3/3/2025	Re-engagement all	unreachable.
		3/3/2025	Re-engagement all	Student is working and her shift changed, she can not come to the class.
		3/3/2025	Re-engagement all	Student will be back to school.
		3/3/2025	Re-Engagement call	Called the student regarding their attendance. He plans to return to school this week.
		3/3/2025	Re-Engagement call	Called the student, no answer, TM was left
		3/3/2025	Re-Engagement call	The student was contacted, and he will return to classes this week.
		3/3/2025	Re-engagement all	Talked with student spouse about his wife absent. He told me that they moved to Folsom and she can not come to the college oak anymore.
		3/3/2025	Re-engagement all	Student is working and has no time to come to the school.

3/3/2025	[redacted]	Re-engagement call	The student phone number in the re-engagement list is wrong and the PS one is unreachable.
3/3/2025	[redacted]	Re-Engagement call	Called the student regarding their attendance. No answer, TM and VM were left.
3/4/2025	[redacted]	Re-engagement call	Student wants to attend school
3/4/2025	[redacted]	Re-engagement call	Student wants to attend school
3/4/2025	[redacted]	Re-engagement call	Student wants to attend school
3/4/2025	[redacted]	Re-engagement call	2nd attempt left voicemail
3/4/2025	[redacted]	Re-Engagement call	I called the student and she did not pick up the phone. However, I send message to join the class.
3/4/2025	[redacted]	Re-engagement call	Student wants to attend school
3/4/2025	[redacted]	Re-engagement call	Student has a problem and can not come to school.
3/4/2025	[redacted]	Re-engagement call	Student has a problem and can not come to school.
3/4/2025	[redacted]	Re-engagement call	Student will be back to school.
3/4/2025	[redacted]	Re-engagement call	The student can not attend class regularly, because of flexible work schedule, sometimes she works day shifts, sometimes night shifts. The last time the student attended the class was 03/03/2025. The student also mentioned that she wants to take exit test.
3/4/2025	[redacted]	Re-engagement call	Student wants to attend school
3/4/2025	[redacted]	Re-engagement call	Student did not answer left a voicemail.
3/4/2025	[redacted]	Re-engagement call	2 attempts, no answer. V.M was left
3/5/2025	[redacted]	Re-engagement call	Student stated he will be back to attend classes in a month.
3/7/2025	[redacted]	Re-Engagement CAll	I called the student and left a voicemail in regards to her enrollment process. She needs to wait for the enrollment team to reach out.
3/17/2025	[redacted]	Re-engagement call	Student will be back to his class.
3/17/2025	[redacted]	Re-engagement call	Did not respond, left VM and text.
3/17/2025	[redacted]	Re-engagement call	the phone number in the list and PS is unreachable.

3/17/2025	[redacted]	Re-engagement call	Unreachable phone number.
3/17/2025	[redacted]	Re-engagement call	He is waiting to be transferred to P.M because he can not come in the morning.
3/17/2025	[redacted]	Re-engagement call	Student can not come to school because he has some problems.
3/17/2025	[redacted]	Re-engagement call	Unreachable phone number.
3/17/2025	[redacted]	Re-engagement call	Due to Ramada, student is facing difficulty attend the school, however, will attend from tomorrow.
3/17/2025	[redacted]	Re-engagement call	1 attempt, no answer. TM/VM was left
3/17/2025	[redacted]	Re-engagement call	Please disenroll.
3/17/2025	[redacted]	Re-engagement call	Student has a busy work schedule, however, will attend.
3/17/2025	[redacted]	Re-engagement call	Will attend
3/17/2025	[redacted]	Re-engagement call	She is very sick and she told me that she informed teacher and has a LOA and insist that she will be back when she is better.
3/17/2025	[redacted]	Re-engagement call	No answer. VM/TM was left
3/17/2025	[redacted]	Re-engagement call	She will be back to school.
3/17/2025	[redacted]	Re-engagement call	Student will be back to school.
3/17/2025	[redacted]	Re-engagement call	Phone is unreachable.
3/17/2025	[redacted]	Re-engagement call	Did not respond. left a text for her.
3/17/2025	[redacted]	Re-engagement call	Did not respond, left a VM and a text.
3/17/2025	[redacted]	Re-engagement call	Left a text+VM, she did not respond.
3/17/2025	[redacted]	Re-engagement call	She is taking care of her children and can not come to school anymore.
3/17/2025	[redacted]	Re-engagement call	She Cannot come back.
3/17/2025	[redacted]	Re-engagement call	He will be back to school.

[redacted]	[redacted]		
3/17/2025		Re-engagement call	Unreachable
3/17/2025		Re-engagement call	He will be back.
3/17/2025		Re-engagement call	Will be back.
3/17/2025		Re-engagement call	1st attempt left voicemail
3/17/2025		Re-engagement call	Will be back to school.
3/17/2025		Re-engagement call	Informed her husband and left a text and VM for the student.
3/17/2025		Re-engagement call	Unreachable.
3/17/2025		Re-engagement call	unreachable phone number.
3/17/2025		Re-engagement call	The student will try to be back before 3/21/25; She was out taking care of her child.
3/17/2025		Re-engagement call	No answer. TM/VM was left
3/17/2025		Re-engagement call	Will attend
3/17/2025		Re-engagement call	Will attend
3/17/2025		Re-engagement call	Will attend
3/17/2025		Re-engagement call	1st attempt left voicemail
3/17/2025		Re-engagement call	The student stated that she would try to attend school asap.
3/17/2025		Re-engagement call	The student started attending school
3/17/2025		Re-engagement call	Phone # is not correct.
3/17/2025		Re-engagement call	1st attempt left voicemail
3/17/2025		Re-engagement call	Has been having car trouble will try to come back on 3/17/25
3/17/2025		Re-engagement call	Will attend but due to college attendance, student is not able to attend unless we move her to pm classes. I sent the request to enrollment accordingly.

[redacted]			
3/17/2025		Re-engagement call	1st attempt left voicemail
3/17/2025		Re-engagement call	1st attempt left voicemail
3/17/2025		Re-engagement call	No answer. V.M was left
3/17/2025		Re-engagement call	The student is unable to assist due to job schedule plans to enroll in CICA
3/17/2025		Re-engagement call	1st attempt unable to leave voicemail sent text
3/17/2025		Re-engagement call	1st attempt left voicemail
3/18/2025		Re-engagement call	3rd attempt: I tried the emergency contact but was unsuccessful
3/18/2025		Re-engagement call	2nd attempt left voicemail
3/18/2025		Re-engagement call	Will be back to school.
3/18/2025		Re-engagement call	Student will be back to the class.
3/18/2025		Re-engagement call	Did not pick up the phone. Left a text+VM
3/18/2025		Re-engagement call	Student will be back to school.
3/18/2025		Re-Engagement call	Attempted to reach the student for re-engagement. No answer, the voicemail box was full, no options for a VM, a TM was sent.
3/18/2025		Re-engagement call	Student will be back to school.
3/18/2025		Re-engagement call	Student will be back to school.
3/18/2025		Re-engagement call	Student is not interested to come back to school.
3/18/2025		Re-Engagement call	Attempted to reach the student for re-engagement. Unreachable, no options for a voicemail text message. An email was sent.
3/18/2025		Re-engagement call	Student will come back to school.
3/18/2025		Re-engagement call	3rd attempt: I tried emergency contact but was unsuccessful
3/18/2025		Re-engagement call	2nd attempt left voicemail

[redacted]	[redacted]	3/18/2025	Re-engagement call	Student moved to marysville, he wants to come to school again but need to change the site. Send an email for transfer team.
		3/18/2025	Re-engagement call	Unreachable phone number
		3/18/2025	Re-Engagement call	The student got a new job that made it hard to attend classes. However, he is interested in continuing his education and will improve attendance.
		3/18/2025	Re-engagement call	Did not respond. Left a text+VM
		3/18/2025	Re-engagement call	Student will be back.
		3/18/2025	Re-engagement call	she has a bad back pain, can not sit or walk for long but she will go back and talk to teacher.
		3/18/2025	Re-engagement call	Student will be back.
		3/18/2025	Re-engagement call	Student has problems with his kids and works and can not come to school.
		3/18/2025	Re-Engagement call	Attempted to reach the student for re-engagement. She attended classes yesterday and promised to improve attendance.
		3/18/2025	Re-engagement call	The student emergency contact stated that she was out of town and would return on 3/24/25
		3/18/2025	Re-engagement call	2nd attempt left voicemail
		3/18/2025	Re-Engagement call	Attempted to reach the student for re-engagement. She confirmed she is waiting to be transferred to CICA and is aware she will be dropped off from Highlands.
		3/18/2025	Re-Engagement call	Called the student regarding their absences. No answer, VM and TM were left.
		3/18/2025	Re-engagement call	The student was out sick but plans to return on 3/20/25
		3/18/2025	Re-Engagement call	Called the student regarding their absences. No answer, VM and TM were left.
		3/18/2025	Re-Engagement call	Attempted to reach the student for re-engagement. He promised to return to classes this week and improve attendance.
		3/18/2025	Re-Engagement call	The student graduated according to the counselor's log entry. Tagged [redacted] to the HCCS 10+ Absent 03.14.2025 list.
		3/18/2025	Re-Engagement call	Attempted to reach the student for re-engagement. She promised to return to classes this week and improve attendance.
		3/18/2025	Re-Engagement call	Attempted to reach the student for re-engagement. She attended classes today and promised to improve attendance.
		3/18/2025	Re-engagement call	The student texted that they would try to attend school as soon as possible.

3/19/2025	[redacted]	Re-engagement call	2 attempts, phone is on Vm, left a VM and a text.
3/19/2025	[redacted]	Re-engagement call	Student will be back.
3/19/2025	[redacted]	Re-engagement call	Student will be back.
3/19/2025	[redacted]	Re-engagement call	Student will be back.
3/19/2025	[redacted]	Re-engagement call	Unreachable phone nuber.
3/19/2025	[redacted]	Re-engagement call	Student will be back.
3/19/2025	[redacted]	Re-engagement call	Student will be back.
3/19/2025	[redacted]	Re-engagement call	Student will be back.
3/19/2025	[redacted]	Re-engagement call	Student will be back.
3/19/2025	[redacted]	Re-engagement call	Student is sick and under treatment. she can not come to school.
3/20/2025	[redacted]	Re-engagement call	3 attempts, no answer.
3/20/2025	[redacted]	Re-engagement call	Student stated that he is attending regularly but forgets to sign on the attendance sheet. I asked them to mention this to the teacher so the attendance is recorded.
4/1/2025	[redacted]	Re-engagement call	Will attend
4/1/2025	[redacted]	Re-engagement call	1st attempt.
4/1/2025	[redacted]	Re-engagement call	Will attend
4/1/2025	[redacted]	Re-engagement call	Will attend
4/2/2025	[redacted]	Re-engagement call	The student has been unable to attend due to lack of childcare. She will do her best to try to return before April 11th
4/2/2025	[redacted]	Re-engagement call	Student will be back.
4/2/2025	[redacted]	Re-engagement call	Student can not come to school anymore, he is busy with work and take caring of children.
4/2/2025	[redacted]	Re-engagement call	He will be back to school.

[redacted]			
4/2/2025	e-engagement	all	She will be back to school.
4/2/2025	e-engagement	all	Student can not come to school because he has problems.
4/2/2025	e-engagement	all	Phone is unreachable.
4/2/2025	e-engagement	all	The phone is unreachable.
4/2/2025	e-engagement	all	He will be back to school.
4/2/2025	e-engagement	all	He will be back to school.
4/2/2025	e-engagement	all	First Attempt, no respond, left a VM.
4/2/2025	e-engagement	all	Left voicemail
4/2/2025	e-engagement	all	Student not interested to come back to school.
4/2/2025	e-engagement	all	Student will be back to school.
4/2/2025	e-engagement	all	Student will be back to school.
4/2/2025	e-engagement	all	Student will be back to school.
4/2/2025	e-engagement	all	Will be back to school.
4/2/2025	e-engagement	all	Student will be back to school.
4/2/2025	e-engagement	all	The Phone is unreachable, left a VM.
4/2/2025	e-engagement	all	phone is unreachable, left a VM.
4/3/2025	e-engagement	all	Left voicemail
4/3/2025	e-engagement	all	The student has been unable to attend recently but plans to attend more regularly.
4/3/2025	e-engagement	all	Left voicemail
4/3/2025	e-engagement	all	She will be back to school.

[redacted]	[redacted]		
4/3/2025		Re-engagement call	Did not respond, Left a VM
4/3/2025		Re-engagement call	Student can not come to school for a while.
4/3/2025		Re-engagement call	She will be back to school.
4/3/2025		Re-engagement call	Did not respond, send a text.
4/3/2025		Re-engagement call	Student did not respond, left a text and a VM.
4/3/2025		Re-engagement call	He will be back to school.
4/3/2025		Re-engagement call	Did not respond, left a VM and a text.
4/3/2025		Re-engagement call	Student will be back to school.
4/3/2025		Re-engagement call	Will be back to school.
4/3/2025		Re-engagement call	Did not respond. left a VM and a text.
4/3/2025		Re-engagement call	She will be back to school.
4/3/2025		Re-engagement call	Did not respond. send a Text and left a VM.
4/3/2025		Re-engagement call	Student will be back to school.
4/3/2025		Re-engagement call	Unreachable.
4/3/2025		Re-engagement call	He will be back to school.
4/3/2025		Re-engagement call	Student has problems and can not come to school.
4/3/2025		Re-engagement call	She will be back to school.
4/3/2025		Re-engagement call	Student is out of state in Nevada . He can not come back to for 15 more days. he will register again when he is back.
4/3/2025		Re-engagement call	He will be back to school.
4/3/2025		Re-engagement call	He will be back to the school.

[redacted]	[redacted]		
4/3/2025		Re-engagement call	She will be back to school.
4/3/2025		Re-engagement call	He will be back to school.
4/3/2025		Re-engagement call	will be back to school.
4/3/2025		Re-engagement call	He will be back to school.
4/3/2025		Re-engagement call	He will be back to school.
4/3/2025		Re-engagement call	She will be back to the school.
4/3/2025		Re-engagement call	She will be back to school.
4/3/2025		Re-engagement call	He joined CICA and can not come to HCCS.
4/3/2025		Re-engagement call	Did not respond, left a text and VM.
4/3/2025		Re-engagement call	He is going to college and can not come to school anymore.
4/3/2025		Re-engagement call	Student will be back and attend her class.
4/3/2025		Re-engagement call	Left voicemail
4/4/2025		Re-engagement call	Student reached out in regards to attendance. They're going through a difficult health condition and requesting LOA. Request is submitted.
4/4/2025		Re-engagement call	2 attempt, no answer. V.M was left to inform about the attendance and disenrollment
4/4/2025		Re-engagement call	2 attempt, no answer. V.M was left to inform about the attendance and disenrollment
4/4/2025		Re-engagement call	Plans to return before 4/8/25
4/24/2025		Re-engagement call	Student will attend Monday 28th
4/24/2025		Re-engagement call	Student will attend Monday 28th
4/25/2025		Re-engagement call	The phone is not working and doesn't accept VM.
4/25/2025		Re-engagement call	The student phone number is not working, called his emergency contact and his brother told me that he can not come to school anymore because he is working and has no time.

[redacted]	[redacted]		
4/25/2025		Re-engagement call	He will be back to school.
4/25/2025		Re-engagement call	She will be back to school.
4/25/2025		Re-engagement call	Student phone is not working. unreachable.
4/25/2025		Re-engagement call	Student phone is unreachable. Called her emergency number and her relative told me that she moved from Sacramento to Napa county and can not come to school anymore.
4/25/2025		Re-engagement call	The phone is unreachable.
4/25/2025		Re-engagement call	Student is not interested.
4/25/2025		Re-engagement call	1st attempt, left voicemail
4/25/2025		Re-engagement call	1st attempt, unable to leave a voicemail, sent text
4/25/2025		Re-engagement call	I called the student for re-engagement calls, and the student informed me that she requested an LOA to care for her sister.
4/25/2025		Re-engagement call	The student started attending classes on 4/24/25
4/25/2025		Re-engagement call	1st attempt left voicemail
4/25/2025		Re-engagement call	Student plans to return 4/28/25
4/28/2025		Re-engagement call	Did not respond, left a text for her.
4/28/2025		Re-engagement call	Last time student told me that she can not come back to school. Called her again but she did not respond, left a VM and text.
4/28/2025		Re-engagement call	Phone is unreachable.
4/29/2025		Re-engagement call	He will be back to school.
4/29/2025		Re-engagement call	He will be back to school.
4/29/2025		Re-engagement call	Phone is unreachable.
4/29/2025		Re-engagement call	He is already back to school.
4/29/2025		Re-engagement call	He will be back to school.

4/29/2025	[redacted]	Re-engagement all	He will be back to school.
4/29/2025	[redacted]	Re-engagement all	Her husband responded the phone and told me that she is sick and I am not sure she can come or no. He will let us know if she can come or no.
4/29/2025	[redacted]	Re-engagement all	She will be back to school.
4/29/2025	[redacted]	Re-engagement all	Student did not respond, left a VM and a text.
4/29/2025	[redacted]	Re-engagement all	He was sick. He will be back to school.
4/29/2025	[redacted]	Re-engagement all	Student is waiting to be transferred, but she will come to school.
4/29/2025	[redacted]	Re-engagement all	Send the address for the Yuba city and she will come to class.
4/29/2025	[redacted]	Re-engagement all	He will be back to school.
4/29/2025	[redacted]	Re-engagement all	The phone is unreachable.
4/29/2025	[redacted]	Re-engagement all	Phone is unreachable.
5/12/2025	[redacted]	Re-engagement all	Did not respond, left a text for him.
5/12/2025	[redacted]	Re-engagement all	His neighbour picked and told I will inform them and let you know.
5/12/2025	[redacted]	Re-engagement all	She will be back in school.
5/12/2025	[redacted]	Re-engagement all	Student will be back to school.
5/12/2025	[redacted]	Re-engagement all	Did not respond. left a text for him.
5/12/2025	[redacted]	Re-engagement all	He will be back to class.
5/12/2025	[redacted]	Re-engagement all	No respond, left a VM.
5/12/2025	[redacted]	Re-engagement all	Phone is unreachable.
5/12/2025	[redacted]	Re-engagement all	She will be back to the school.
5/12/2025	[redacted]	Re-engagement all	phone is on VM. Left a text for her.

5/12/2025	[redacted]	Re-engagement call	She has a newborn and can not come to the morning classes. She can come to the P.m time. Her husband already went to main office and requested for the time change.
5/12/2025	[redacted]	Re-engagement call	Student can not come to school anymore.
5/12/2025	[redacted]	Re-engagement call	He will be back to school.
5/13/2025	[redacted]	Re-engagement call	No answer. V.M was left
5/13/2025	[redacted]	Re-engagement call	Not interested. Please disenroll
5/13/2025	[redacted]	Re-engagement call	Not interested
5/13/2025	[redacted]	Re-engagement call	Will attend
5/13/2025	[redacted]	Re-engagement call	will attend
5/13/2025	[redacted]	Re-engagement call	Needs to transfer to CICA due to work busy schedule. Email is sent to transfer
5/13/2025	[redacted]	Re-engagement call	1st attempt, V.M left
5/13/2025	[redacted]	Re-engagement call	No answer. V.M was left
5/13/2025	[redacted]	Re-engagement call	Will attend
5/13/2025	[redacted]	Re-engagement call	She can not come to school anymore in the morning .
5/13/2025	[redacted]	Re-engagement call	Phone is unreachable.
5/13/2025	[redacted]	Re-engagement call	Phone is unreachable.
5/13/2025	[redacted]	Re-engagement call	Student mentioned that she never skips school
5/13/2025	[redacted]	Re-engagement call	He is not coming back to school because he has a full time job.
5/13/2025	[redacted]	Re-engagement call	He will be back to the school.
5/14/2025	[redacted]	Re-engagement call	She already went back to school on 5/13.
5/14/2025	[redacted]	Re-engagement call	Phone is unreachable.

[redacted]			
5/14/2025		Re-engagement all	He will be back to school.
5/14/2025		Re-engagement all	He can not come back to school.
5/14/2025		Re-engagement all	Phone is unreachable.
5/14/2025		Re-engagement all	He will be back to the class.
5/14/2025		Re-engagement all	She is not interested anymore.
5/14/2025		Re-engagement all	He is not coming back to school.
5/14/2025		Re-engagement all	Unreachable phone.
5/14/2025		Re-engagement all	Phone is unreachable.
5/14/2025		Re-engagement all	Phone is unreachable.
5/23/2025		Re-Engagement Call	I called [redacted] o check up on her. She has been home with pink-eye and intends to come back to class next week if she is recovered. She said she was working on her homework at home.
6/2/2025		Re-engagement all	Phone is unreachable.
6/2/2025		Re-engagement all	Phone is unreachable.
6/2/2025		Re-engagement all	Phone is unreachable.
6/2/2025		Re-engagement all	He will be back to school.
6/2/2025		Re-engagement all	He will be back to school.
6/2/2025		Re-engagement all	She will be back to school.
6/2/2025		Re-engagement all	He will be back to school.
6/2/2025		Re-engagement all	2 Attempt, no respond. left a text M.
6/2/2025		Re-engagement all	Phone is unreachable.
6/2/2025		Re-engagement all	Student did not respond, left a VM.

[redacted]			
6/2/2025	e-engagement	all	She will be back to the school.
6/2/2025	e-engagement	all	Did not respond, left a voicemail.
6/2/2025	e-engagement	all	The phone is unreachable.
6/2/2025	e-engagement	all	Phone is on VM, Left a VM.
6/2/2025	e-engagement	all	She will be back to school.
6/2/2025	e-engagement	all	She will be back to the school.
6/2/2025	e-engagement	all	Student is working and only come 2 days and can not attend whole weeks and have a good attendance.
6/2/2025	e-engagement	all	Did not respond, left a VM.
6/2/2025	e-engagement	all	Phone is unreachable.
6/2/2025	e-engagement	all	Did not respond, left a VM.
6/2/2025	e-engagement	all	Phone is unreachable.
6/2/2025	e-engagement	all	He will be back to class.
6/2/2025	e-engagement	all	Phone is unreachable.
6/2/2025	e-engagement	all	He will be back to school.
6/2/2025	e-engagement	all	Student moved to another area and can not come anymore. she tried to transfer but no space.
6/2/2025	e-engagement	all	Did not respond, left a VM.
6/3/2025	e-engagement	all	He is not coming back to school.
6/3/2025	e-engagement	all	The phone is unreachable and not accepting any calls.
6/3/2025	e-engagement	all	Will attend
6/3/2025	e-engagement	all	Please disenroll.

[redacted]			
6/3/2025		Re-engagement call	Will attend
6/3/2025		Re-engagement call	# is not on service
6/3/2025		Re-engagement call	He moved to Natomas and can not come to this site anymore.
6/3/2025		Re-engagement call	She is working and can not come to school anymore.
6/3/2025		Re-engagement call	She is sick and can not come to school anymore.
6/3/2025		Re-engagement call	She went Afghanistan and she can not come to classes.
6/3/2025		Re-engagement call	No answer 2 attempts.
6/3/2025		Re-engagement call	Did not respond, left a VM.
6/3/2025		Re-engagement call	Will attend
6/3/2025		Re-engagement call	The phone is unreachable.
6/3/2025		Re-engagement call	He has health problems and can not come to school anymore.
6/3/2025		Re-engagement call	She is pregnant and can not come anymore.
6/3/2025		Re-engagement call	He will be back to school.
6/3/2025		Re-engagement call	The phone is unreachable.
6/3/2025		Re-engagement call	Did not respond, left a VM.
6/3/2025		Re-engagement call	He will go back to school.
6/3/2025		Re-engagement call	The phone is unreachable.
6/3/2025		Re-engagement call	He will be back to school.
6/3/2025		Re-engagement call	The phone is unreachable.
6/3/2025		Re-engagement call	The phone is unreachable.

[redacted]			
6/3/2025	e-engagement	all	Student will be back to school.
6/3/2025	e-engagement	all	Did not respond, left a VM for him.
6/3/2025	e-engagement	all	Will attend
6/3/2025	e-engagement	all	He is not interested to come back to school because he has no time.
6/3/2025	e-engagement	all	The phone is unreachable.
6/3/2025	e-engagement	all	The phone is unreachable.
6/3/2025	e-engagement	all	He will be back to school.
6/3/2025	e-engagement	all	The phone was on VM, left him a VM.
6/3/2025	e-engagement	all	Phone is unreachable.
6/3/2025	e-engagement	all	He will be back to school.
6/3/2025	e-engagement	all	The phone is unreachable.
6/3/2025	e-engagement	all	The phone is unreachable.
6/3/2025	e-engagement	all	Did not respond, left a VM.
6/3/2025	e-engagement	all	The phone is unreachable.
6/4/2025	e-engagement	all	Phone is unreachable.
6/4/2025	e-engagement	all	The phone was not working, left a Vm.
6/4/2025	e-engagement	all	The phone is unreachable.
6/4/2025	e-engagement	all	He will be back to school.
6/4/2025	e-engagement	all	He will be back to school.
6/4/2025	e-engagement	all	He will be back to school.

[redacted]

6/4/2025	Re-engagement call	He will be back to school.
6/4/2025	Re-engagement call	He will be back to school.
3/3/2025	Re-engagement Call Follow-up	Student came in to class and talked to me about not having childcare being the reason why she could not attend so often. She will try to attend at least 2-3 times a week. Student also mentioned to not phone call her every week.
3/21/2025	Re-engagement Call Incident	Called the student for re-engagement. Introduced myself, but the student seemed angry and started to yell in another language. Then he abruptly hung up.
1/24/2025	Re-engagement Call/Request to be dropped	The student moved to another city and requested to be dropped. Sent SOR an email for request.
2/13/2025	Re-engagement Call/Text	Called, went to voicemail. Left a text message to see how she's doing and if she needs any support.
2/13/2025	Re-engagement Call/Text	Called, went straight to VM. Left another text message.
2/13/2025	Re-engagement Call/Text	Called, phone's off. Left a text message to see how he's doing and to check if he needs any support.
7/30/2024	Re-engagement Calls	I called and let him know that his registration has been completed! I also invited him to this week's classes from 3:30 to 9:30 p.m.
7/30/2024	Re-engagement Calls	I called but no one answered and her voicemail has not been set up yet so I couldn't leave a message either.
7/30/2024	Re-engagement Calls	I called and let her know that her registration had been completed! I also invited her to this week's classes from 3:30 to 9:30 p.m.
7/30/2024	Re-engagement Calls	I called and let him know that his registration has been completed! I also invited him to this week's classes from 3:30 to 9:30 p.m.
7/30/2024	Re-engagement Calls	I called and let her know that her registration had been completed! I also invited her to this week's classes from 3:30 to 9:30 p.m. She will be joining us the 2nd week of August because her son will be back in school by then.
7/30/2024	Re-engagement Calls	He didn't answer his phone, and there was also no voicemail set up that would have let me leave a message.
7/30/2024	Re-engagement Calls	I called and let him know that his registration has been completed! I also invited him to this week's classes from 3:30 to 9:30 p.m.
7/30/2024	Re-engagement Calls	She didn't answer, so I left a message that her registration had been completed and that she was welcome to come back to class.
7/30/2024	Re-engagement Calls	I called her and let her know her registration was complete. I also let her know she is welcome to join us this week before class starts from 3:30 p.m. until 9:30 p.m.
2/6/2025	Re-engagement calls	NA. Left VM
2/6/2025	Re-engagement calls	NA. Left VM

[redacted]			
2/6/2025	e-engagement alls	Requested to transfer out	
2/6/2025	e-engagement alls	NA. Left VM	
2/6/2025	e-engagement alls	He was told he was transferred out. Promised to show up	
2/6/2025	e-engagement alls	Requeted t transfer to CICA. The School Transfer SOP was emailed to School Transfers and the teacher of records.	
2/6/2025	e-engagement alls	Wants to transfer to CICA. The School Transfer SOP was emailed to School Transfers and the teacher of records.	
2/6/2025	e-engagement alls	NA. Sent TM	
2/6/2025	e-engagement alls	Promised to show up. The student stated that she called several times to re-enroll, but she was told that there is no re-enrollment currently. That's why she was absent for a while.	
2/6/2025	e-engagement alls	NA. Left VM	
2/6/2025	e-engagement alls	Requested to transfer out due to her work.	
2/6/2025	e-engagement alls	Requested to transfer out. Provided with the address for dropping off the GPP	
2/6/2025	e-engagement alls	NA. Sent TM	
2/6/2025	e-engagement alls	NA. Left VM	
2/6/2025	e-engagement alls	Promised to show up. The student stated that someone told her that she was transferred out and needed to wait for re-enrollment.	
2/6/2025	e-engagement alls	NA. Left VM	
2/6/2025	e-engagement alls	Promised to show up	
2/6/2025	e-engagement alls	The student asked to transfer to CICA. The request was sent to School Transfers and the Teacher of Records.	
2/6/2025	e-engagement alls	Promised to show up	
2/6/2025	e-engagement alls	NA. Left VM	
2/6/2025	e-engagement alls	Requested to transfer out	
2/6/2025	e-engagement alls	NA. Left VM	

[redacted]			
2/6/2025		Re-engagement calls	NA. Left VM
2/6/2025		Re-engagement calls	Promised to show up.
2/6/2025		Re-engagement calls	NA. Left VM
2/6/2025		Re-engagement calls	NA. Left VM
2/6/2025		Re-engagement calls	NA. Left VM
2/6/2025		Re-engagement calls	The student asked to transfer her out. She can't attend because of work.
2/6/2025		Re-engagement calls	Promised to show up
2/7/2025		Re-engagement calls	The student asked to transfer out
2/7/2025		Re-engagement calls	NA. Left VM
2/7/2025		Re-engagement calls	NA. No VM box. Sent TM
2/7/2025		Re-engagement calls	The phone number is unreachable. Not able to leave VM or send TM
2/7/2025		Re-engagement calls	phone number is not in service
2/7/2025		Re-engagement calls	Promised to show up
2/7/2025		Re-engagement calls	NA. Left VM
2/7/2025		Re-engagement calls	NA. Left VM
2/7/2025		Re-engagement calls	The student asked to transfer out
2/7/2025		Re-engagement calls	The student wants to transfer to Folsom. I explained the process and that she needed to keep attending classes. She promised to show up.
2/7/2025		Re-engagement calls	The student attended classes on Jan 31. He will try to attend classes on a regular basis.
2/7/2025		Re-engagement calls	Promised to show up. She was absent because she was ill.
2/7/2025		Re-engagement calls	The phone number is not in service

[redacted]	2/7/2025	Re-engagement calls	The student asked to disenroll due to his truck driver's job. He will drop his GPF at Grand after 03/10/25
	2/7/2025	Re-engagement calls	The student asked to disenroll her. Will return GPP at Grand. School transfer SOP was submitted to School Transfers and the teacher of records.
	2/7/2025	Re-engagement calls	The student changed her address to [redacted]
	2/7/2025	Re-engagement calls	Promised to show up. Wants to change the teacher
	2/7/2025	Re-engagement calls	The student wants to transfer to CICA. School transfer request was submitted to School Transfers and the teacher of records
	2/7/2025	Re-engagement calls	NA. Left VM
	2/7/2025	Re-engagement calls	School transfer SOP was submitted to School Transfers and the teacher of records
	2/7/2025	Re-engagement calls	transfer to CICA request has been submitted to School transfer and the teacher of records
	2/7/2025	Re-engagement calls	The student wants to transfer to CICA. A school transfer request has been submitted to School Transfers and the teacher of records
	2/7/2025	Re-engagement calls	The student asked to disenroll
	2/7/2025	Re-engagement calls	NA. Left VM
	2/7/2025	Re-engagement calls	NA. Left VM
	2/7/2025	Re-engagement calls	promised to show up
	2/7/2025	Re-engagement calls	The student wants to transfer to CICA. I explained to her, that CICA is not available for level 0 students now. She'll try to show up
	2/7/2025	Re-engagement calls	The student has moved and asked to disenroll. She doesn't have any gadgets.
	2/7/2025	Re-engagement calls	The student asked to disenroll her
	2/7/2025	Re-engagement calls	The student asked to disenroll
	2/7/2025	Re-engagement calls	Sent TM
	2/7/2025	Re-engagement calls	Promised to show up
	2/7/2025	Re-engagement calls	The student can't attend classes because of her job. She will return GPP. TM with the address

[redacted]			
2/18/2025		Re-engagement calls	Promised to show up. School transfer request to CICA was submitted to School Transfers and TOR
2/18/2025		Re-engagement calls	NA. VM box is not available. Sent TM
2/18/2025		Re-engagement calls	NA. Left VM
2/18/2025		Re-engagement calls	Promised to show up
2/18/2025		Re-engagement calls	Promised to show up. School Transfer request was submitted to School Transfers and TOR
2/18/2025		Re-engagement calls	NA. Left VM
2/18/2025		Re-engagement calls	Promised to show up. Wants to change the site. Changed the address to 9324 Hallenoak Ln, Orangevale, CA 95662 Site transfer request was submitted to @enrollment
2/18/2025		Re-engagement calls	The student asked to disenroll.
2/18/2025		Re-engagement calls	Promised to show up. School transfer request was submitted to School Transfers and TOR
2/18/2025		Re-engagement calls	Promises to show up
2/18/2025		Re-engagement calls	Cannot attend classes because she works as a truck-driver
2/18/2025		Re-engagement calls	Promised to show up (needs for LOA)
2/18/2025		Re-engagement calls	Promised to show up. Needs for LOA
2/18/2025		Re-engagement calls	Promised to show up
2/18/2025		Re-engagement calls	NA. Left VM
2/18/2025		Re-engagement calls	The student is unreachable. The phone number is out of service
2/18/2025		Re-engagement calls	The student attended classes today. He requested to transfer to PM classes. The request was submitted to @enrollment
2/18/2025		Re-engagement calls	NA. Left VM
2/18/2025		Re-engagement calls	The student wants to disenroll
2/18/2025		Re-engagement calls	The student wants to disenroll. I informed him that he needed to return the school-issued phone, and he asked why. I explained to him that the phone is the school property and he answered he'll drop off him some day.

[redacted]			
2/18/2025		Re-engagement calls	The student asks to disenroll. Will return their techs at Grand
2/18/2025		Re-engagement calls	The student wants to disenroll. Provided her with the address for dropping off the school issued phone.
2/18/2025		Re-engagement calls	The student wants to disenroll. She is studying at college now.
2/18/2025		Re-engagement calls	The student asks to disenroll. He studies at the college.
2/18/2025		Re-engagement calls	NA. Left VM
2/18/2025		Re-engagement calls	Promised to show up
2/18/2025		Re-engagement calls	Promised to show up
2/18/2025		Re-engagement calls	Promised to show up
2/18/2025		Re-engagement calls	The student attends classes Promised to show up. Wants to transfer to Old Auburn Rd site.
2/18/2025		Re-engagement calls	His current address is [redacted]
2/18/2025		Re-engagement calls	Promised to show up
2/18/2025		Re-engagement calls	The student wants to disenroll. Provided the address to drop off his school-issued phone.
2/18/2025		Re-engagement calls	NA. Left VM
2/18/2025		Re-engagement calls	NA. Left VM
2/18/2025		Re-engagement calls	Promised to show up
2/18/2025		Re-engagement calls	The student asks to disenroll
2/18/2025		Re-engagement calls	NA. Sent TM
2/18/2025		Re-engagement calls	NA. Left VM
2/18/2025		Re-engagement calls	NA. TM
2/18/2025		Re-engagement calls	The student wants to disenroll

[redacted] [redacted]

2/18/2025	Re-engagement calls	Promised to show up
2/18/2025	Re-engagement calls	NA. VM
2/18/2025	Re-engagement calls	The student wants to disenroll
2/18/2025	Re-engagement calls	Promised to show up. Requested to transfer to Folsom site. The request was submitted to @enrollment
2/18/2025	Re-engagement calls	The student states that he has been attending Joshua Currenton's AM classes since he was promoted to level 2 (due to PS it was on Jan 17th) and has been signing in the signing sheets all the time because he is not on the list. Due to PS, he is enrolled in Justin Kindelt's PM classes, he didn't know that and didn't attend them.
2/19/2025	Re-engagement calls	The student stated, that she is sick, and can't attend classes. I informed her, that she needs to attend classes this week to avoid disenrollment. She is not sure if she could.
2/19/2025	Re-engagement calls	NA. VM
2/19/2025	Re-engagement calls	NA. VM
2/19/2025	Re-engagement calls	NA. VM
2/19/2025	Re-engagement calls	Promised to show up
2/19/2025	Re-engagement calls	The student asks to disenroll. Cannot attend classes because of job
2/19/2025	Re-engagement calls	The student asks to disenroll
2/19/2025	Re-engagement calls	Promised to show up. The student is level 3, but he feels bored and wants to transfer to the Hurley site to Asya Grigorian's class. I explained him that he needs to attend classes to pass the exit test, and after that he could transfer to Hurley location. Discussed different pathways.
2/19/2025	Re-engagement calls	The phone number is out of service
2/19/2025	Re-engagement calls	NA. VM
2/19/2025	Re-engagement calls	NA. TM
2/19/2025	Re-engagement calls	NA. TM. He replied later in TM that he would come back to classes on 02/20/25
2/19/2025	Re-engagement calls	Promised to show up
2/19/2025	Re-engagement calls	NA. VM

2/19/2025	[redacted]	Re-engagement calls	NA. VM
2/19/2025		Re-engagement calls	NA. VM
2/19/2025		Re-engagement calls	Promised to show up
2/19/2025		Re-engagement calls	Promised to show up. Class info was sent
2/19/2025		Re-engagement calls	NA. VM
2/19/2025		Re-engagement calls	NA. TM
2/19/2025		Re-engagement calls	NA. VM
2/20/2025		Re-engagement calls	Promised to show up
2/20/2025		Re-engagement calls	Attempt 2. NA. TM
2/20/2025		Re-engagement calls	Attempt 2. NA. TM
2/20/2025		Re-engagement calls	Attempt 2. NA. TM
2/20/2025		Re-engagement calls	The student texted me back, that he attends the school and has passed the exit test.
2/20/2025		Re-engagement calls	Attempt 2. The phone number is out of service
2/20/2025		Re-engagement calls	Attempt 2. NA. TM
2/20/2025		Re-engagement calls	Attempt 2. NA. TM
2/20/2025		Re-engagement calls	Attempt 2. NA. TM
2/20/2025		Re-engagement calls	The student called me back and promised to show up. She wants to transfer to CICA. School transfer request was submitted to School Transfers and TOR.
2/20/2025		Re-engagement calls	The student stated she was present yesterday. Promised to show up one more time this week.
2/20/2025		Re-engagement calls	The student promised to show up.
2/20/2025		Re-engagement calls	Attempt 2. NA.

2/20/2025	[redacted]	Re-engagement calls	The student promised to show up.
2/20/2025	[redacted]	Re-engagement calls	The student can't show up this week because of job.
2/20/2025	[redacted]	Re-engagement calls	Attempt 2. NA. TM
2/20/2025	[redacted]	Re-engagement calls	Attempt 2. NA. TM
2/20/2025	[redacted]	Re-engagement calls	Attempt 2. NA. TM
2/20/2025	[redacted]	Re-engagement calls	Attempt 2. NA. Unable to leave VM. TM was sent yesterday
2/20/2025	[redacted]	Re-engagement calls	Attempt 2. NA. TM. Received the TM back: TM was blocked.
2/20/2025	[redacted]	Re-engagement calls	Attempt 2. NA. TM
2/20/2025	[redacted]	Re-engagement calls	Attempt 2. NA. TM
2/20/2025	[redacted]	Re-engagement calls	The student promised to show up.
2/20/2025	[redacted]	Re-engagement calls	Attempt 2. NA. Unable to leave VM. TM was sent yesterday.
2/20/2025	[redacted]	Re-engagement calls	Attempt 2. NA. TM
3/3/2025	[redacted]	Re-engagement calls	Attempt 1. The student asked to call him back after 4.30 PM. The student didn't attend classes because his teacher said that he had to go to level 1 class, but there was no available spot at that time. After our conversation, the student visited the site, and everything was clarified.
3/3/2025	[redacted]	Re-engagement calls	The student will attend a Level 1 class.
3/3/2025	[redacted]	Re-engagement calls	Attempt 1. NA. Unable to leave VM, sent TM.
3/3/2025	[redacted]	Re-engagement calls	The student promised to show up.
3/3/2025	[redacted]	Re-engagement calls	The student promised t show up.
3/3/2025	[redacted]	Re-engagement calls	Attempt 1. NA. VM.
3/3/2025	[redacted]	Re-engagement calls	The student promised to show up.
3/3/2025	[redacted]	Re-engagement calls	Promised to show up

[redacted]	[redacted]	3/3/2025	e-engagement alls — Attempt 1. NA. VM
		3/3/2025	e-engagement alls — Attempt 1. NA. Unable to leave VM, sent TM
		3/3/2025	e-engagement alls — Attempt 1. NA. Left VM
		3/3/2025	e-engagement alls — The student promised to show up.
		3/3/2025	e-engagement alls — The student promised to show up.
		3/3/2025	e-engagement alls — The student is not able to attend Highlands classes. Now, she is in the process of transferring to CICA.
		3/3/2025	e-engagement alls — Attempt 1. The phone number is out of service
		3/3/2025	e-engagement alls — Attempt 1. NA. VM
		3/3/2025	e-engagement alls — The student can not attend classes because of his job.
		3/3/2025	e-engagement alls — Attempt 1. NA. Unable to leave VM, sent TM
		3/3/2025	e-engagement alls — The student promised to show up.
		3/3/2025	e-engagement alls — The student promised to show up
		3/3/2025	e-engagement alls — Attempt 1. NA. VM
		3/3/2025	e-engagement alls — The student promised to show up.
		3/3/2025	e-engagement alls — The student promised to show up.
		3/3/2025	e-engagement alls — The student promised to show up.
		3/3/2025	e-engagement alls — Attempt 1. NA. VM
		3/3/2025	e-engagement alls — The student promised to show up.
		3/3/2025	e-engagement alls — The student promised to show up.
		3/3/2025	e-engagement alls — Promised to show up

[redacted]	[redacted]	Re-engagement calls	Attempt 1. NA. VM.
		Re-engagement calls	Promised to show up.
		Re-engagement calls	Attempt 1. VM box isn't set up. Sent TM
		Re-engagement calls	The student will try to attend his class until he is transferred to PM
		Re-engagement calls	The student texted me back that she has already attended classes this week.
		Re-engagement calls	Attempt 2. NA. TM
		Re-engagement calls	Attempt 2. NA. Sent TM
		Re-engagement calls	Attempt 2. NA
		Re-engagement calls	Attempt 2. NA. TM
		Re-engagement calls	The student wants to transfer to CICA. The School Transfer Request was submitted to School Transfers and TOR
		Re-engagement calls	Attempt 2. NA. TM
		Re-engagement calls	The student texted back that he understood he needed to come back to class at the end of the week.
		Re-engagement calls	Attempt 2. NA. TM
		Re-engagement calls	The student attended classes today.
		Re-engagement calls	Attempt 2. NA
		Re-engagement calls	Attempt 2. NA
		Re-engagement Calls	I left a voicemail since she didn't answer. I will follow up with a message in a couple of days.
		Re-engagement calls	Promised to show up Unable to leave VM. So I sent TM. TM was blocked.
		Re-engagement calls	I contacted the emergency contact and he provided me with the phone # [redacted]. The student promised to show up
		Re-engagement calls	Attempt 1. NA. VM

3/17/2025	[redacted]	Re-engagement calls	Attempt 1. NA. Unable to leave VM, so I texted him.
3/17/2025	[redacted]	Re-engagement calls	Attempt 1. NA. VM
3/17/2025	[redacted]	Re-engagement calls	Promised to show up
3/17/2025	[redacted]	Re-engagement calls	Attempt 1. NA. Unable to leave VM, so I texted him.
3/17/2025	[redacted]	Re-engagement calls	The main number is unreachable. I called EC, and he told me that the student is out of the country for her child's treatment and I could reach out to her through WhatsApp at her main number. I texted her.
3/17/2025	[redacted]	Re-engagement calls	Unreachable
3/17/2025	[redacted]	Re-engagement calls	Unreachable
3/17/2025	[redacted]	Re-engagement calls	Promised to show up
3/17/2025	[redacted]	Re-engagement calls	Promised to show up
3/17/2025	[redacted]	Re-engagement calls	The student attended the class today.
3/17/2025	[redacted]	Re-engagement calls	Attempt 1. NA. Unable to leave VM. Sent TM
3/17/2025	[redacted]	Re-engagement calls	The student has already attended classes today.
3/17/2025	[redacted]	Re-engagement calls	Promised to show up.
3/17/2025	[redacted]	Re-engagement calls	Attempt 1. NA. VM
3/17/2025	[redacted]	Re-engagement calls	Attempt 1. NA. VM
3/17/2025	[redacted]	Re-engagement calls	Attempt 1. NA. Sent TM
3/17/2025	[redacted]	Re-engagement calls	Attempt 1. NA. Unable to leave VM. Sent TM.
3/17/2025	[redacted]	Re-engagement calls	The student texted me back and asked to disenroll.
3/17/2025	[redacted]	Re-engagement calls	The student stated today he attended classes.
3/17/2025	[redacted]	Re-engagement calls	The student's number is unreachable. The same with emergency contact.

3/17/202	[redacted]	e-engagement alls	The student attended classes today.
3/17/202	[redacted]	e-engagement alls	Promised to show up and requested to transfer to Edison PM classes. The transfer request was submitted to @enrollment
3/17/202	[redacted]	e-engagement alls	The student called me backed and promised to show up
3/17/202	[redacted]	e-engagement alls	Attempt 1. NA. Unable to leave VM, sent the TM
3/17/202	[redacted]	e-engagement alls	Promised to show up
3/17/202	[redacted]	e-engagement alls	Attempt 1. NA. Unable to leave VM. Sent TM
3/17/202	[redacted]	e-engagement alls	Promised to show up
3/17/202	[redacted]	e-engagement alls	Attempt 1. NA. Unable to leave VM. Sent TM.
3/17/202	[redacted]	e-engagement alls	Attempt 1. NA. VM
3/17/202	[redacted]	e-engagement alls	The student is not sure if she attends classes
3/17/202	[redacted]	e-engagement alls	Promised to show up
3/17/202	[redacted]	e-engagement alls	Attempt 1. NA. VM
3/17/202	[redacted]	e-engagement alls	Attempt 1. NA. VM
3/17/202	[redacted]	e-engagement alls	Attempt 1. NA. Voice mail box is full, so I sent a TM.
3/18/202	[redacted]	e-engagement alls	Promised to show up
3/18/202	[redacted]	e-engagement alls	Promised to show up
3/18/202	[redacted]	e-engagement alls	Attempt 2. NA. TM
3/18/202	[redacted]	e-engagement alls	Attempt 2. NA. VM
3/18/202	[redacted]	e-engagement alls	Promised to show up
3/18/202	[redacted]	e-engagement alls	Attempt 2. Unreachable. EC is unreachable too.

[redacted]			
3/18/2025		Re-engagement calls	Attempt 2. Unreachable. EC is unreachable too.
3/18/2025		Re-engagement calls	The student texted me back, saying that the site is too far and he has difficulty with transportation, but he'll try his best to attend classes.
3/18/2025		Re-engagement calls	Attempt 2. NA. TM
3/18/2025		Re-engagement calls	Attempt 2. NA. TM
3/18/2025		Re-engagement calls	The student promised to show up
3/18/2025		Re-engagement calls	Attempt 2. Unreachable
3/18/2025		Re-engagement calls	Attempt 2. NA
3/18/2025		Re-engagement calls	The student has a newborn baby, so she will need LOA. She promised to show up this week to request an LOA.
3/18/2025		Re-engagement calls	Promised to show up.
3/18/2025		Re-engagement calls	Attempt 2. NA. TM
3/18/2025		Re-engagement calls	Attempt 2. NA. TM
3/18/2025		Re-engagement calls	Attempt 2. NA
3/19/2025		Re-engagement calls	The student called me back and promised to show up.
3/20/2025		Re-engagement calls	The student called me back and asked to transfer to CICA. The request to @transfers and TOR was submitted
4/1/2025		Re-engagement calls	Can't attend classes due to work schedule. Interested in CICA. I provided with the information. She promised to drop off school-issued GPP next week.
4/1/2025		Re-engagement calls	Can't attend classes due to work schedule. Interested in CICA. Provided him with the information. Promised to drop off GPP next week.
4/1/2025		Re-engagement calls	The phone number is unreachable
4/1/2025		Re-engagement calls	Attempt 1. NA. VM
4/1/2025		Re-engagement calls	His wife picked up the phone and promised he will call back
4/1/2025		Re-engagement calls	Student stated he was in class today.

[redacted]			
4/1/2025		Re-engagement calls	Attempt 1. NA. VM
4/1/2025		Re-engagement calls	Attempt 1. NA. TM
4/1/2025		Re-engagement calls	Attempt 1. Unreachable. Tried to send TM, unable to deliver.
4/1/2025		Re-engagement calls	Attempt 1. NA. VM
4/1/2025		Re-engagement calls	Can't attend classes due to work schedule
4/1/2025		Re-engagement calls	Attempt 1. Unreachable. Tried to send TM, unable to receive message
4/1/2025		Re-engagement calls	Promised to show up
4/1/2025		Re-engagement calls	Attempt 1. NA. Sent TM
4/1/2025		Re-engagement calls	Can't attend classes due to work schedule
4/1/2025		Re-engagement calls	Can't attend classes due to work schedule. Wants to transfer to CICA. Provided with the information
4/1/2025		Re-engagement calls	The student called me back and promised to show up
4/1/2025		Re-engagement calls	Attempt 1. NA. VM
4/1/2025		Re-engagement calls	The student's husband called me and promised she'll attend classes this week.
4/1/2025		Re-engagement calls	Attempt 1. NA. VM
4/1/2025		Re-engagement calls	Promised to show up
4/3/2025		Re-engagement calls	Attempt 1. The phone number is not in service
4/3/2025		Re-engagement calls	Promised to show up
4/3/2025		Re-engagement calls	Attempt 1. NA. TM
4/3/2025		Re-engagement calls	Promised to show up
4/3/2025		Re-engagement calls	Can't attend classes due to work schedule at least by the end of April.

4/3/2025	[redacted]	Re-engagement alls	Attempt 1. NA. VM
4/3/2025	[redacted]	Re-engagement alls	Promised to show up
4/3/2025	[redacted]	Re-engagement alls	The student requested to transfer to CICA. The request to @transfers and TOR was submitted
4/3/2025	[redacted]	Re-engagement alls	Attempt 1. NA. Unreacheable. Tried to send TM, message blocking is active.
4/3/2025	[redacted]	Re-engagement alls	The student requested to transfer to CICA. The request was submitted to @transfers and TOR
4/3/2025	[redacted]	Re-engagement alls	The student texted me back that she'll attend classes tomorrow
4/3/2025	[redacted]	Re-engagement alls	Attempt 1. NA. TM
4/3/2025	[redacted]	Re-engagement alls	Promised to show up
4/3/2025	[redacted]	Re-engagement alls	The student said he was not notified that he had been transferred to a new site. He will attend classes tomorrow. Provided him with the address.
4/3/2025	[redacted]	Re-engagement alls	The student called me back and stated he attends classes
4/3/2025	[redacted]	Re-engagement alls	Attempt 1. NA. VM
4/3/2025	[redacted]	Re-engagement alls	Attempt 1. NA. VM
4/3/2025	[redacted]	Re-engagement alls	Attempt 1. NA. VM
4/3/2025	[redacted]	Re-engagement alls	Attempt 1. NA. The phone number is unreachable. Tried to send TM, message blocking is active.
4/3/2025	[redacted]	Re-engagement alls	Attempt 1. NA. TM
4/7/2025	[redacted]	Re-engagement alls	Attempt 2. Unreachable
4/7/2025	[redacted]	Re-engagement alls	Attempt 2. NA. TM
4/7/2025	[redacted]	Re-engagement alls	Promised to show up
4/7/2025	[redacted]	Re-engagement alls	Attempt 2. NA. VM
4/7/2025	[redacted]	Re-engagement alls	Attempt 2. Unreachable

[redacted]			
4/7/2025		Re-engagement calls	Attempt 2. NA. TM
4/7/2025		Re-engagement calls	Attempt 2. Unreachable
4/7/2025		Re-engagement calls	Attempt 2. Unreachable.
4/7/2025		Re-engagement calls	Attempt 2. Unreachable
4/7/2025		Re-engagement calls	Attempt 2. NA. Unable to leave VM
4/7/2025		Re-engagement calls	Attempt 2. NA. TM
4/7/2025		Re-engagement calls	Attempt 2. Unreachable.
4/7/2025		Re-engagement calls	Promised to show up
4/7/2025		Re-engagement calls	Promised to show up
4/7/2025		Re-engagement calls	Attempt 2. Unreachable.
4/7/2025		Re-engagement calls	Attempt 2. Unreachable
4/7/2025		Re-engagement Calls	She let me today that her absence was due to her husband being unable to drop her off.
4/25/2025		Re-engagement calls	Attempt 1. NA. VM
4/25/2025		Re-engagement calls	Promised to show up on Monday.
4/25/2025		Re-engagement calls	Attempt 1. NA. TM
4/25/2025		Re-engagement calls	Attempt 1. The phone number is not in service. TM.
4/25/2025		Re-engagement calls	The student texted me back and promised to show up.
4/25/2025		Re-engagement calls	Attempt 1. NA. TM
4/25/2025		Re-engagement calls	Promised to show up
4/25/2025		Re-engagement calls	Promised to show up.

[redacted]			
4/25/2025		Re-engagement calls	The student won't attend classes any more. Please, disenroll.
4/25/2025		Re-engagement calls	I talked to the student's husband. He promised she will show up.
4/25/2025		Re-engagement calls	The student won't attend school any more. Please, disenroll.
4/25/2025		Re-engagement calls	Attempt 1. The phone number is not in service. Tried to send TM.
4/25/2025		Re-engagement calls	Attempt 1. NA. TM.
4/25/2025		Re-engagement calls	The student texted me back that she won't attend classes.
4/25/2025		Re-engagement calls	Attempt 1. The phone number is not in service. Tried to send TM.
4/25/2025		Re-engagement calls	Attempt 1. NA. TM.
4/25/2025		Re-engagement calls	Promised to show up.
4/25/2025		Re-engagement calls	Promised to show up.
4/25/2025		Re-engagement calls	Promised to show up on May 1.
4/25/2025		Re-engagement calls	Promised to show up.
4/25/2025		Re-engagement calls	The student promised to show up.
4/25/2025		Re-engagement calls	The student promised to show up.
4/25/2025		Re-engagement calls	The student won't attend classes any more. Please, disenroll.
4/25/2025		Re-engagement calls	Promised to show up.
4/25/2025		Re-engagement calls	Attempt 1. NA. TM.
4/25/2025		Re-engagement calls	The student attends college, so she is not able to attend classes any more. Please, disenroll.
4/25/2025		Re-engagement calls	Attempt 1. NA. TM.
4/25/2025		Re-engagement calls	The student promised to show up.

4/25/2025	[redacted]	Re-engagement calls	Attempt 1. NA. TM.
4/25/2025	[redacted]	Re-engagement calls	Attempt 1. NA. TM.
4/25/2025	[redacted]	Re-engagement calls	The student promised to show up.
4/29/2025	[redacted]	Re-engagement calls	Attempt 2. NA. VM
4/29/2025	[redacted]	Re-engagement calls	Attempt 2. Unreachable.
4/29/2025	[redacted]	Re-engagement calls	The student called me back and said, that he is not able to attend classes now. They will come back in 3 months. They'll drop off their phones at Grand soon.
4/29/2025	[redacted]	Re-engagement calls	The student called me back and said, that he is not able to attend classes now. They will come back in 3 months. They'll drop off their phones at Grand soon.
4/29/2025	[redacted]	Re-engagement calls	Attempt 2. Unreachable.
4/29/2025	[redacted]	Re-engagement calls	Attempt 2. Unreachable.
4/29/2025	[redacted]	Re-engagement calls	Attempt 2. NA. VM
4/29/2025	[redacted]	Re-engagement calls	Attempt 2. NA. VM
4/29/2025	[redacted]	Re-engagement calls	Attempt 2. Unable to dial the number
4/29/2025	[redacted]	Re-engagement calls	Attempt 2. NA. Unable to leave VM
4/29/2025	[redacted]	Re-engagement calls	The student called me back and stated he attends classes.
4/29/2025	[redacted]	Re-engagement calls	The student promised to show up tomorrow.
4/29/2025	[redacted]	Re-engagement calls	Attempt 1. NA. TM
5/13/2025	[redacted]	Re-engagement calls	I talked to the student's wife. She said that he'll try to show up till May 16th.
5/13/2025	[redacted]	Re-engagement calls	Attempt 1. NA. TM
5/13/2025	[redacted]	Re-engagement calls	Promised to show up.
5/13/2025	[redacted]	Re-engagement calls	Attempt 1. NA. TM.

5/13/2025	[redacted]	Re-engagement alls	Promised to show up
5/13/2025	[redacted]	Re-engagement alls	Attempt 1. The phone number is not in service. Tried to send TM
5/13/2025	[redacted]	Re-engagement alls	Promised to show up.
5/13/2025	[redacted]	Re-engagement alls	Attempt 1. NA. TM
5/13/2025	[redacted]	Re-engagement alls	Attempt 1. The phone number is not in service, tried to send TM.
5/13/2025	[redacted]	Re-engagement alls	Promised to show up.
5/13/2025	[redacted]	Re-engagement alls	Promised to show up.
5/13/2025	[redacted]	Re-engagement alls	Attempt 1. The phone number is not in service. I tried to send TM.
5/13/2025	[redacted]	Re-engagement alls	Promised to show up.
5/13/2025	[redacted]	Re-engagement alls	Promised to show up
5/13/2025	[redacted]	Re-engagement alls	Attempt 1. NA. TM
5/13/2025	[redacted]	Re-engagement alls	The student texted me back and stated he was at school yesterday.
5/13/2025	[redacted]	Re-engagement alls	Attempt 1. The phone number is not in service, I tried to send TM.
5/13/2025	[redacted]	Re-engagement alls	Attempt 1. The phone number is not in service. Tried to send TM.
5/13/2025	[redacted]	Re-engagement alls	Asked to disenroll. Can't attend school due to a busy work schedule. I've provided the address to drop off the technologies.
5/13/2025	[redacted]	Re-engagement alls	Promised to show up.
5/13/2025	[redacted]	Re-engagement alls	Attempt 1. NA. TM.
5/13/2025	[redacted]	Re-engagement alls	Can't show up till May 16.
5/13/2025	[redacted]	Re-engagement alls	Asked to disenroll. Can't attend classes due to a busy work schedule.
5/13/2025	[redacted]	Re-engagement alls	Asked to disenroll. Can't attend classes due to a busy work schedule.

5/13/2025	[redacted]	Re-engagement calls	Attempt 1. NA. Unable to leave VM. Sent TM
5/13/2025	[redacted]	Re-engagement calls	The student texted me back that she's at school today.
5/13/2025	[redacted]	Re-engagement calls	Promised to show up today.
5/13/2025	[redacted]	Re-engagement calls	Asked to disenroll. Can't attend classes due to a busy work schedule. I provided her with the information to drop off technologies.
5/13/2025	[redacted]	Re-engagement calls	Can't attend classes till May 16th.
5/13/2025	[redacted]	Re-engagement calls	Attempt 1. The phone number is not in service. Tried to send TM.
5/13/2025	[redacted]	Re-engagement calls	Attempt 1. NA. TM.
5/13/2025	[redacted]	Re-engagement calls	Promised to show up.
5/13/2025	[redacted]	Re-engagement calls	Won't attend classes. Stated, that he returned techs.
5/13/2025	[redacted]	Re-engagement calls	Promised to show up.
5/13/2025	[redacted]	Re-engagement calls	Promised to show up.
5/15/2025	[redacted]	Re-engagement calls	Attempt 2. Unreachable.
5/15/2025	[redacted]	Re-engagement calls	Attempt 2. Unreachable.
5/15/2025	[redacted]	Re-engagement calls	Attempt 2. Unreachable.
5/15/2025	[redacted]	Re-engagement calls	Attempt 2. Unreachable.
5/15/2025	[redacted]	Re-engagement calls	Attempt 2. Unreachable.
5/15/2025	[redacted]	Re-engagement calls	Attempt 2. Unreachable
6/2/2025	[redacted]	Re-engagement calls	The phone number is not in service.
6/2/2025	[redacted]	Re-engagement calls	The student promised to show up.
6/2/2025	[redacted]	Re-engagement calls	The student promised to show up.

[redacted]	[redacted]		
6/2/2025		Re-engagement alls	Attempt 1. NA. TM
6/2/2025		Re-engagement alls	The student won't attend classes. She promised to drop her phone off at the Luce ave.
6/2/2025		Re-engagement alls	The student promised to show up.
6/2/2025		Re-engagement alls	The student promised to show up.
6/2/2025		Re-engagement alls	The phone number is not in service
6/2/2025		Re-engagement alls	Attempt 1. NA. TM
6/2/2025		Re-engagement alls	Promised to show up.
6/2/2025		Re-engagement alls	Attempt 1. NA. TM
6/2/2025		Re-engagement alls	The phone number is not in service
6/2/2025		Re-engagement alls	The phone number is not in service
6/2/2025		Re-engagement alls	The student won't attend classes due to a busy work schedule. Doesn't have a school phone.
6/2/2025		Re-engagement alls	Attempt 1. NA. TM
6/2/2025		Re-engagement alls	Reached out by the phone number [redacted]. The student promised to show up.
6/2/2025		Re-engagement alls	The student promised to show up.
6/2/2025		Re-engagement alls	The student promised to show up.
6/2/2025		Re-engagement alls	The student promised to show up.
6/2/2025		Re-engagement alls	The student promised to show up.
6/2/2025		Re-engagement alls	The student promised to show up.
6/2/2025		Re-engagement alls	The phone number is not in service.
6/2/2025		Re-engagement alls	The student promised to show up.

[redacted]			
6/2/2025		Re-engagement calls	The student won’t attend classes. He moves to Europe.
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	The phone number is not in service. Unable to reach out.
6/2/2025		Re-engagement calls	The student won't attend school. He'll drop his phone at the main campus.
6/2/2025		Re-engagement calls	The phone number is not in service
6/2/2025		Re-engagement calls	The student won’t attend classes. He promised to drop his phone off at the main campus.
6/2/2025		Re-engagement calls	The student promised to show up.
6/2/2025		Re-engagement calls	The student promised to show up. Provided him with the re-enrollment info.
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	The phone number is not in service. Tried to send TM.
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	The phone number is not in service.
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	The student attended classes last Friday.
6/2/2025		Re-engagement calls	The student attended classes last Friday.
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	The student promised to show up.
6/2/2025		Re-engagement calls	The student promised to show up.
6/2/2025		Re-engagement calls	The student promised to show up.
6/2/2025		Re-engagement calls	The student promised to show up.

[redacted]			
6/2/2025		Re-engagement calls	The student promised to show up.
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	The phone number is not in service
6/2/2025		Re-engagement calls	The phone number is not in service. Tried to send TM.
6/2/2025		Re-engagement calls	The student promised to show up.
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	The student promised to show up.
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	The student promised to show up. He needs for LOA due to recent car accident.
6/2/2025		Re-engagement calls	The student promised to show up.
6/2/2025		Re-engagement calls	The student won’t attend classes due to a busy work schedule. She promised to drop her phone off at the Hillsdale.
6/2/2025		Re-engagement calls	The phone number is not in service
6/2/2025		Re-engagement calls	The student promised to show up.
6/2/2025		Re-engagement calls	The student won’t attend classes. She promised to drop off her phone at the College Oak site.
6/2/2025		Re-engagement calls	Attempt 1. NA. TM
6/2/2025		Re-engagement calls	The phone number is not in service.
02/07/2025"		Re-engagement calls	The student wants to transfer to CICA. A school transfer request has been submitted to School Transfer and the teacher of records

[redacted]			
2/6/2025	Re-engagement Contacts	Contacted the student and emphasized the importance of attending class to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Student said that she can't attend the classes any more. Please disenroll the student.	
2/6/2025	Re-engagement Contacts	Contacted the student and emphasized the importance of attending class to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Contacted the student and emphasized the importance of attending class to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Contacted the student and emphasized the importance of attending class to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dissenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Reached out to the student - He said that I can't attend. Please continue to disenroll the student.	
2/6/2025	Re-engagement Contacts	Contacted the student and emphasized the importance of attending class to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Contacted the student and emphasized the importance of attending class to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	
2/6/2025	Re-engagement Contacts	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.	

[redacted]			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Tried to reach out the student but the number was not in operation.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Student is waiting for her transfer to the new Highlands site. He is encouraged to continue attending classes until he is informed of his transfer to the new location.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Contacted the student and emphasized the importance of attending class to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Text and voice message is sent to the student. And emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			
		Re-engagement Contacts	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025			

[redacted]			
		Re-engagement	Voice and text messages sent to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025		Contacts	
		Re-engagement	Reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025		Contacts	
		Re-engagement	Contacted the student and emphasized the importance of attending class to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/6/2025		Contacts	
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
			Reached out to this number [redacted]
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
		Re-engagement	The student's phone number was not reachable, so I sent a text message and a voice message to inform the student about the importance of attendance.
2/7/2025		Contacts	
		Re-engagement	The student's phone number was not reachable, so I sent a text message and a voice message to inform the student about the importance of attendance.
2/7/2025		Contacts	
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
		Re-engagement	The student's phone number was not reachable, so I sent a text message and a voice message to inform the student about the importance of attendance.
2/7/2025		Contacts	
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	
			Send [redacted] text and voice to this number [redacted]
		Re-engagement	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Contacts	

[redacted]	[redacted]		
2/7/2025		Re-engagement Contacts	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Re-engagement Contacts	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Re-engagement Contacts	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Re-engagement Contacts	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Re-engagement Contacts	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands. Text message and voice message sent to the student.
2/7/2025		Re-engagement Contacts	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be dis-enrolled and must return the devices associated with Highlands.
2/7/2025		Re-engagement Contacts	The student's phone number was not reachable, so I sent a text message and a voice message to inform the student about the importance of attendance.
2/7/2025		Re-engagement Contacts	I reached out to the student and emphasized the importance of attending classes to remain enrolled at Highlands; otherwise, they will be disenrolled and must return the devices associated with Highlands.
2/7/2025		Re-engagement Contacts	Student phone number was not reachable. So I sent a text message and a voice message to inform the student about the importance of attendance.
2/18/2025		Re-engagement Contacts	Dis-enroll the student. The student said that they have moved to Virginia and can't make it.
2/18/2025		Re-engagement Contacts	The student confirmed to return school and classes effective today.
2/18/2025		Re-engagement Contacts	The student is awaiting his shift transfer to PM.
2/18/2025		Re-engagement Contacts	The student is awaiting his shift transfer to PM.
2/18/2025		Re-engagement Contacts	The student didn't response to the calls. VM sent to her as notification of class attendance or otherwise will be dis-enrolled.
2/18/2025		Re-engagement Contacts	Tried to contact the student about class attendance and returning to school.
2/18/2025		Re-engagement Contacts	The student said that he was busy with citizenship interview preparations. He promised to return back to school and attend classes regularly.
2/18/2025		Re-engagement Contacts	The student is awaiting for her class/site transfer from Howe to Folsom Blvd.
2/18/2025		Re-engagement Contacts	The student doesn't want to be disenrolled, but he can't take classes right now because he is attending a two-month citizenship training program and has a job.
2/18/2025		Re-engagement Contacts	The student can't attend AM classes. He is requesting his classes to be at PM shift in Edison Ave.
2/18/2025		Re-engagement Contacts	The student is going through brain cancer and is under medications. She will not be able to attend school.

[redacted]		2/18/2025	Re-engagement Contacts	The student will try to return to her classes. However, she has a childcare and is willing to transfer his class time to AM shift.
		2/18/2025	Re-engagement Contacts	Student was unreachable.
		2/18/2025	Re-engagement Contacts	The student promised to attend her classes regularly. She was out the town for last few days and couldn't make it.
		2/18/2025	Re-engagement Contacts	The student promised to continue to remain punctual in classes effective immediately.
		2/18/2025	Re-engagement Contacts	The student number was wrong when contacted her.
		2/18/2025	Re-engagement Contacts	Please disenroll the student. He started a college and can't attend anymore.
		2/18/2025	Re-engagement Contacts	The student promised to return back to classes. He was out of town for last few days.
		2/18/2025	Re-engagement Contacts	Disenroll - The student is unable to attend school.
		2/18/2025	Re-engagement Contacts	The student promised to return to his classes regularly and stays punctual.
		2/18/2025	Re-engagement Contacts	With 2 attempts the student didn't respond to our calls. A VM submitted to notify the student about returning to school or otherwise, may be disenrolled.
		2/18/2025	Re-engagement Contacts	2 attempts - no response. VM sent to the student and notified her to return to class or otherwise, maybe disenrolled.
		2/18/2025	Re-engagement Contacts	The student didn't answer the calls. VM sent to her and notified her about returning to classes or otherwise will be disenrolled.
		2/18/2025	Re-engagement Contacts	The student promised to continue his classes regularly and stays punctual on his attendance.
		2/18/2025	Re-engagement Contacts	The student was not reachable.
		2/18/2025	Re-engagement Contacts	She didn't respond to the calls. Left a VM and notified her about attendance or otherwise, will be disenrolled.
		2/18/2025	Re-engagement Contacts	The student said that he already coordinated his LOA with the teacher. Also, he is requesting his shift change from AM to PM in order to be able in attending school
		2/18/2025	Re-engagement Contacts	She had medical conditions and couldn't attend to class, however, she said that she already coordinate with her teacher. She is returning to school.
		2/19/2025	Re-engagement Contacts	The student was contacted about attendance. He said that he had an accident and was unable to make it to school. He promised to return sharply effective next week.
		2/19/2025	Re-engagement Contacts	We tried contacting the student about attendance. But, his cell phone was unreachable.
		2/19/2025	Re-engagement Contacts	The student said that she is awaiting time shift from AM to PM. I advised the student to coordinate with her teacher and until her transfer happens she should continue to remain punctual in her current classes or otherwise will face disenrollment.

[redacted]			
2/19/2025		Re-engagement Contacts	The student cell phone was unreachable despite multiple attempts.
2/19/2025		Re-engagement Contacts	The student promised to return school and attend classes regularly effective today.
2/19/2025		Re-engagement Contacts	We tried contacting the student multiple times, but she didn't answer. VM sent to her as notification of encouraging the student to return to her classes or otherwise will be disenrolled.
2/19/2025		Re-engagement Contacts	The student didn't answer the calls. VM sent to the student about her attendance or may face disenrollment if not return to school by Friday (2/21/25)
2/19/2025		Re-engagement Contacts	The student cell phone was not reachable.
2/19/2025		Re-engagement Contacts	Didn't answer the calls. VM sent to the student and notified her about class attendance.
2/19/2025		Re-engagement Contacts	Unreachable and with Voicemail not setup yet.
2/19/2025		Re-engagement Contacts	The student didn't answer the calls. Voicemail sent to the student to return and attend her classes regularly or will face disenrollment.
2/19/2025		Re-engagement Contacts	Talked to his son about class attendance. He promised to talk with his parents because he was out town.
2/19/2025		Re-engagement Contacts	Was unreachable.
2/19/2025		Re-engagement Contacts	Contacted the student and he said that doctor advised me to relax for 3 months and at the same time he is not interested to continue at this point. Please disenroll the student.
2/19/2025		Re-engagement Contacts	The student didn't answer the calls. A voicemail sent to the student as notification to encourage her for attending classes regularly or may face disenrollment.
2/19/2025		Re-engagement Contacts	The student has leg problem and can't walk to school unless to have a car. The doctor advised her to not walk. We advised the student to coordinate with her teacher for the days that she can't make it to school due to no transportation. And for the days that she has transportation available she promised to attend classes. Advised the student to coordinate with his teacher for sending a request to enrollment about class shift transfer from AM to PM shift. Also encouraged the student to remain punctual and coordinate with his teacher until this transfer happens, because if he continues to be absent from classes will face disenrollment.
2/19/2025		Re-engagement Contacts	His brother answered the call and said that will call back.
2/19/2025		Re-engagement Contacts	Didn't answer the call. VM sent and notified the student to return to class or may face disenrollment.
2/19/2025		Re-engagement Contacts	Student promised for returning to his classes effective immediately. Because he was busy with his job and couldn't make it all the time. He was advised to coordinate with his teacher in order to request his shift transfer to better align with the student schedule availability for studies.

[redacted]			
2/19/2025		Re-engagement Contacts	The student has moved to San Diego and can't make it. Please disenroll the student. The student has weak attendance because of his work schedules changing most frequently.
2/19/2025		Re-engagement Contacts	But, he promised to stay punctual on his classes on the days that he is not scheduled for work.
2/19/2025		Re-engagement Contacts	Didn't answer the call. VM sent and notified him about his attendance or may face disenrollment.
2/19/2025		Re-engagement Contacts	He recently returned back from travel. And he is interested to continue his education and will take his classes regularly.
2/19/2025		Re-engagement Contacts	She didn't answer the calls. VM sent to her and notified the student of attendance or may face disenrollment.
2/19/2025		Re-engagement Contacts	Unreachable
2/19/2025		Re-engagement Contacts	Unreachable.
2/19/2025		Re-engagement Contacts	Please disenroll. The student has moved to Texas.
2/19/2025		Re-engagement Contacts	The student has difficulties with having no childcare. But, she said that will soon solve this problem and will continue attending classes regularly. The student recently gave birth to a child and is still under recovery.
2/19/2025		Re-engagement Contacts	I advised the student to coordinate with her teacher and take approval. The student eagerly waiting to be transferred to new site (Marconi) - site transfer request already submitted.
2/19/2025		Re-engagement Contacts	The student has moved from Elk Grove to Marconi and awaiting to be notified of his site transfer so he can attend his classes. The student eagerly waiting to be transferred to new site (Marconi) - site transfer request already submitted.
2/19/2025		Re-engagement Contacts	The student has moved from Elk Grove to Marconi and awaiting to be notified of her site transfer so she can attend her classes.
2/19/2025		Re-engagement Contacts	Student promised that will return to his classes regularly effective today. Student has weak attendance because site distance. She requests a site change.
2/19/2025		Re-engagement Contacts	But, also she promised that she will continue to remain punctual in the classes.
2/19/2025		Re-engagement Contacts	Voicemail sent - reiterating the class attendance or may be disenrolled.
2/21/2025		Re-engagement Contacts	The student was on paternity leave. He is actively attending back to his classes right now.
2/21/2025		Re-engagement Contacts	We tried contacting the student, but his phone was unreachable.

[redacted]	[redacted]	e-engagement ontacts	Contacted the student about attendance. Also provided information to the student about his remaining required credits to complete. He said that he can't attend at the moment. But, as the time will allow him, he will return back and will re-enroll in order to complete his remaining credits.
2/21/2025			
3/3/2025		e-engagement ontacts	The student is contacted and informed to remain punctual in school.
3/3/2025		e-engagement ontacts	The student was contacted about class attendance and was urged to return her classes the soonest.
3/3/2025		e-engagement ontacts	Voicemail sent for the student about class attendance -
3/3/2025		e-engagement ontacts	The student was contacted about class attendance.
3/3/2025		e-engagement ontacts	We tried contacting the student, but she didn't answer the call.
3/3/2025		e-engagement ontacts	Contacted the student and advised him to return and stay punctual in school as to not face disenrollment.
3/3/2025		e-engagement ontacts	We tried to contact her about attendance, but her phone was unreachable.
3/3/2025		e-engagement ontacts	Left a voicemail for the student and notified her to return back to school by March 7 - otherwise, she will face disenrollment.
3/3/2025		e-engagement ontacts	We tried to contact the student but his number was unreachable.
3/3/2025		e-engagement ontacts	The student moved to Bay Area. He is in Level 3, he wants to be transferred to online classes (CICA) - he is interested to continue his classes via CICA.
3/3/2025		e-engagement ontacts	Student's number was wrong -
3/3/2025		e-engagement ontacts	She was contacted about class attendance - and informed her about staying punctual on her attendance.
3/3/2025		e-engagement ontacts	The student moved to San Diego - she is level 2, awaiting her class placement in CICA.
3/3/2025		e-engagement ontacts	The student was contacted to stay punctual in classes.
3/3/2025		e-engagement ontacts	Wrong number -
3/3/2025		e-engagement ontacts	He was contacted about class attendance - and informed his about staying punctual on his attendance.
3/3/2025		e-engagement ontacts	The student was informed to return back to school and stay punctual on his attendance.
3/3/2025		e-engagement ontacts	The student is awaiting her transfer to online classes - She is level 1. She is awaiting to transfer CICA.
3/3/2025		e-engagement ontacts	The number was out of service.

[redacted]			
3/3/2025		Re-engagement Contacts	The student's number was unreachable.
3/3/2025		Re-engagement Contacts	Left a voicemail for the student and notified her to return back to school by March 7 - otherwise, she will face disenrollment.
3/3/2025		Re-engagement Contacts	The number is unreachable.
3/3/2025		Re-engagement Contacts	Contacted the student and advised her to return and stay punctual in school as to not face disenrollment.
3/3/2025		Re-engagement Contacts	Contacted the student and advised him to return and stay punctual in school as to not face disenrollment.
3/3/2025		Re-engagement Contacts	Left a voicemail for the student and notified her to return back to school by March 7 - otherwise, she will face disenrollment.
3/3/2025		Re-engagement Contacts	Contacted the student and advised her to return and stay punctual in school as to not face disenrollment.
3/3/2025		Re-engagement Contacts	The student's number was unreachable.
3/3/2025		Re-engagement Contacts	The student's number was out service.
3/3/2025		Re-engagement Contacts	The student is awaiting to receive a call from enrollment department on resuming his classes.
3/20/2025		Re-engagement Contacts	Text message sent in student's native language - notifying the student about importance of attendance.
3/20/2025		Re-engagement Contacts	Student is still interested and awaiting his site transfer.
3/20/2025		Re-engagement Contacts	Text message sent as per student's native language. Notifying the student about the importance of attendance and returning to school.
4/25/2025		Re-engagement Contacts	The student was unreachable -
4/25/2025		Re-engagement Contacts	The student promised that he will return school and keep good attendance.
4/25/2025		Re-engagement Contacts	The student number is not in service -
4/25/2025		Re-engagement Contacts	The student number was not in service -
4/25/2025		Re-engagement Contacts	The student number was not in service -
4/25/2025		Re-engagement Contacts	Tried multiple times to contact the student, but he didn't answer the calls. VM sent and informed the student to return school and to keep good attendance or may be disenrolled.
4/25/2025		Re-engagement Contacts	Unreachable

[redacted]			
4/25/2025		Re-engagement Contacts	The student has tight working schedule and can't make to to class everyday. However, he is interested to continue his education.
4/25/2025		Re-engagement Contacts	Student is returning to school effective Monday, 4/28/25 on AM shift.
4/25/2025		Re-engagement Contacts	Unreachable - I tried to contact the student and encourage him returning to school, but he was unreachable.
4/25/2025		Re-engagement Contacts	Student can't attend anymore because he moved from Florin to Elk Grove.
4/25/2025		Re-engagement Contacts	Contacted the student and informed to continue good attendance and return to school or may be disenrolled.
4/25/2025		Re-engagement Contacts	We tried to contact the student but she didn't answer the calls to confirm either she is returning to school or not.
4/25/2025		Re-engagement Contacts	We tried to contact the student but she didn't answer the calls to confirm either she is returning to school or not.
4/25/2025		Re-engagement Contacts	She was contacted to return school or otherwise will be dis-enrolled.
5/13/2025		Re-engagement Contacts	The student was contacted. He is attending the classes regularly.
5/13/2025		Re-engagement Contacts	Can't attend the school anymore.
5/13/2025		Re-engagement Contacts	The student was unreachable.
5/13/2025		Re-engagement Contacts	No Answer. VM sent.
5/13/2025		Re-engagement Contacts	Contacted and will attend the classes regularly.
5/13/2025		Re-engagement Contacts	No Answer. VM sent.
5/13/2025		Re-engagement Contacts	He can't attend. As he moved to Roseville.
5/13/2025		Re-engagement Contacts	The student was unreachable -
5/13/2025		Re-engagement Contacts	The student was contacted and will continue to attend the classes regularly.
5/13/2025		Re-engagement Contacts	The student was unreachable.
5/13/2025		Re-engagement Contacts	We tried contacting the student about attending school. But, she didn't answer the calls.
5/13/2025		Re-engagement Contacts	Contacted and will attend the classes regularly.

5/13/2025	[redacted]	e-engagement ontacts	The student is still interested to attend school. He found a job and is awaiting class time change.
5/13/2025	[redacted]	e-engagement ontacts	Cell Number not in service.
5/13/2025	[redacted]	e-engagement ontacts	No Answer. VM sent.
5/13/2025	[redacted]	e-engagement ontacts	She will attend the school regularly.
5/13/2025	[redacted]	e-engagement ontacts	The student was contacted and will continue to attend the classes regularly.
5/13/2025	[redacted]	e-engagement ontacts	The student was unreachable.
5/13/2025	[redacted]	e-engagement ontacts	No Answer. VM sent.
5/13/2025	[redacted]	e-engagement ontacts	The student is unable to continue attending the school.
5/13/2025	[redacted]	e-engagement ontacts	Cell Number not in service.
5/13/2025	[redacted]	e-engagement ontacts	No Answer. VM sent.
5/13/2025	[redacted]	e-engagement ontacts	No Answer. VM sent.
5/13/2025	[redacted]	e-engagement ontacts	The student promised that he will keep good attendance.
5/13/2025	[redacted]	e-engagement ontacts	Contacted the student she will be attending the classes regularly.
5/13/2025	[redacted]	e-engagement ontacts	No Answer. VM sent.
5/13/2025	[redacted]	e-engagement ontacts	No Answer. VM sent.
5/13/2025	[redacted]	e-engagement ontacts	She will attend the school and will keep good attendance.
6/2/2025	[redacted]	e-engagement ontacts	He will be attending classes regularly.
6/2/2025	[redacted]	e-engagement ontacts	She has moved another location. But, will do all her effort to attending school for the remaining days.
6/2/2025	[redacted]	e-engagement ontacts	Cell number not in service
6/2/2025	[redacted]	e-engagement ontacts	She will keep good attendance in school.

[redacted]	6/2/2025	Re-engagement Contacts	He will be not coming to school any longer.
	6/2/2025	Re-engagement Contacts	The student was contacted several times. But, he was unreachable.
	6/2/2025	Re-engagement Contacts	Her phone number is not in service.
	6/2/2025	Re-engagement Contacts	Cell number not in service
	6/2/2025	Re-engagement Contacts	Cell number not in service
	6/2/2025	Re-engagement Contacts	He will come to class and will keep good attendance although he was complaining about tight attendance policy.
	6/2/2025	Re-engagement Contacts	We contacted the student several times. But, it looks that he is not interested in returning to school.
	6/2/2025	Re-engagement Contacts	She can't come as she is on maternity leave. But, she was advised to remain vigilant to register for the new academic year after June 9.
	6/2/2025	Re-engagement Contacts	She is unable to attend school any longer.
	6/2/2025	Re-engagement Contacts	We tried contacting the student. But, his cell number was switched off. VM sent.
	6/2/2025	Re-engagement Contacts	She will be returning to school for the rest of academic year.
	6/2/2025	Re-engagement Contacts	She is unable to make to school anymore, because she has a busy schedule.
	6/2/2025	Re-engagement Contacts	He was sick and busy with doctor appointments. He is expected to return to class on Wednesday, June 4.
	6/2/2025	Re-engagement Contacts	He will be attending school regularly.
	6/2/2025	Re-engagement Contacts	She didn't answer the calls. VM sent to notify her about school attendnace.
	6/2/2025	Re-engagement Contacts	He will be returning to school and will keep good attendance.
	6/2/2025	Re-engagement Contacts	We tried contacting the student, but, his number is not in service.
	6/2/2025	Re-engagement Contacts	He has some personal issues. Effective tomorrow he will attend his classes.
	6/2/2025	Re-engagement Contacts	The student will come to school and will keep good attendance.
	6/2/2025	Re-engagement Contacts	Cell number not in service

[redacted]			
6/2/2025		Re-engagement Contacts	Cell number not in service
6/2/2025		Re-engagement Contacts	She didn't answer the calls. VM sent to notify her of school attendance.
6/2/2025		Re-engagement Contacts	Cell number not in service
6/2/2025		Re-engagement Contacts	Student will come to class and will continue this academic year. For the next, he is interested to study at the PM shift.
6/2/2025		Re-engagement Contacts	He will be joining his classes and will continue to have good attendance.
6/2/2025		Re-engagement Contacts	He promised to stay punctual for the remaining school year.
6/2/2025		Re-engagement Contacts	He said that he already requested for leave.
6/2/2025		Re-engagement Contacts	The student is returning to his classes and will continue to have good attendance.
6/2/2025		Re-engagement Contacts	She has moved out of Sacramento and can not attend school anymore.
6/2/2025		Re-engagement Contacts	He was out of the state for last couple of days. He will be coming to school and keeping good attendance.
6/2/2025		Re-engagement Contacts	VM sent and information provided about school attendance for the remaining academic year.
6/2/2025		Re-engagement Contacts	She will be attending school regularly .
6/2/2025		Re-engagement Contacts	She is currently out of the country and can not make it until end of current academic year.
6/2/2025		Re-engagement Contacts	She was fearing about school closure and that is why she was thinking she should not come for additional one month. But, she will come to school effective tomorrow.
6/2/2025		Re-engagement Contacts	He will be coming to school effective tomorrow.
6/2/2025		Re-engagement Contacts	Cell number not in service
6/3/2025		Re-engagement Contacts	The student didn't answer the calls. VM sent to him about school attendance and future registration issues.
6/3/2025		Re-engagement Contacts	The student's number was unreachable.
6/3/2025		Re-engagement Contacts	Unreachable -
6/3/2025		Re-engagement Contacts	The student's number was not in service

[redacted]	[redacted]	Re-engagement Contacts	Informed the student about school attendance for the remaining academic year as well as future registration process starting in June 9.
		Re-engagement Contacts	Cell number is out of service. The student was unreachable.
		Re-engagement Contacts	The student didn't answer the calls. VM sent to notify her of school attendance and its importance.
		Re-engagement Contacts	He didn't answer the calls. VM sent to him and notified him of returning to school and keeping good attendance.
		Re-engagement Contacts	Student said that he is coming to his classes.
		Re-engagement Contacts	He can't attend now because he is working. I advised him to complete his new application effective 9 June.
		Re-engagement ContactsVN	The student didn't answer the calls. VM sent.
		Re-engagement effort....	Reached out to student via text. Her car is in the shop. Cannot attend in person everyday but student will try to attend once a week according to her message.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concern.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns.
		Re-engagement effort....	Reached out to student via text regarding attendances, health and wellness concerns. Message failed - student probably has a new number.

[redacted]	[redacted]		
1/31/2025		e-engagement ffort....	Reached out to student via text regarding attendances, health and wellness check ins and concerns.
1/31/2025		e-engagement ffort....	Reached out to student via text regarding attendances, health and wellness check ins and concerns.
2/10/2025		e-engagement ffort....	Reached out to student regarding any updates about her car situation. Pending response.
2/10/2025		e-engagement ffort....	Spoke with student. She stated that she will come to class tomorrow.
2/10/2025		e-engagement ffort....	Reached out to student via text for updates - pending response.
2/10/2025		e-engagement ffort....	Student came class on Friday, February 7th. Student requested to transition to PM class due to student's work schedule.
2/10/2025		e-engagement ffort....	Reached out to student via text regarding attendance concerns, health and wellness check in. Pending response.
2/10/2025		e-engagement ffort....	Reached out to student (on all three numbers listed) regarding attendance concerns, health and wellness check in. Pending response.
2/10/2025		e-engagement ffort....	Health, wellness, and attendance check in. Pending response.
2/10/2025		e-engagement ffort....	Reached out to student via text regarding attendance concerns, health and wellness check in. Pending response.
2/11/2025		e-engagement ffort....	Student responded today. He and his family are ill. Student stated that he will return back to school tomorrow.
2/14/2025		e-engagement ffort....	Reached out to student via text and phone call. Phone call no response. Texted - wellness check in and attendance concerns. Pending response -
2/18/2025		e-engagement ffort....	Reached out. Attendance concern and wellness check in. Pending response.
2/18/2025		e-engagement ffort....	Reached out. Attendance concern and wellness check in. Pending response.
2/18/2025		e-engagement ffort....	Student responded. Student children have been sick. Student stated that he will return to school tomorrow.
2/18/2025		e-engagement ffort....	Reached out. Attendance concern and wellness check in. Pending response.
2/18/2025		e-engagement ffort....	Reached out. Attendance concern and wellness check in. Pending response.
2/18/2025		e-engagement ffort....	Reached out. Attendance concern and wellness check in. Pending response.
2/18/2025		e-engagement ffort....	Reached out. Attendance concern and wellness check in. Pending response.
2/28/2025		e-engagement ffort....	Student responded. She stated that she has been extremely busy caring for her children and is unable to attend in person. She would like to request to transfer to independent studies instead so that she get some school work completed and care for her family. I will submit a transfer request now.

[redacted]			
2/28/2025	Re-engagement effort....	Health and wellness check in and attendance concerns. Pending student's response.	
2/28/2025	Re-engagement effort....	I reached out to student to attend class because she on the drop list. Student stated that she attends Asher online, work in the mornings, and lives in Roseville, and stated that Highlands is too far. I suggested for student to consider independent studies based on her schedule, distance, and circumstances. Pending response.	
2/28/2025	Re-engagement effort....	Student responded. Student stated that she would like to transfer into independent studies due to her circumstances. I have sent in the request to our enrollment, counseling tech, and her counselor already.	
2/28/2025	Re-engagement effort....	Health and wellness check in and attendance concerns. Pending student's responses.	
2/28/2025	Re-engagement effort....	Health and wellness check in and attendance concerns. Pending student's responses.	
3/3/2025	Re-engagement effort....	Reached out to student regarding attendance concerns, and health and wellness check in. Pending response.	
3/3/2025	Re-engagement effort....	Reached out to remind student to attend today, again.	
3/3/2025	Re-engagement effort....	Student responded that she is on her way.	
3/5/2025	Re-engagement effort....	Reached out to student - attendance concerns and health and wellness check in. Pending response.	
3/5/2025	Re-engagement effort....	Student responded. Student stated that she reached out to her counselor and requested to take a leave due to circumstance - student did state the duration of her leave. I did ask. Pending response.	
3/12/2025	Re-engagement effort....	Student responded. She stated that she will attend class on Friday.	
3/12/2025	Re-engagement effort....	Health and wellness check in, and attendance concerns. Pending response.	
3/19/2025	Re-engagement effort....	Reached out to student regarding attendance concerns, and a wellness check in. Pending response.	
3/19/2025	Re-engagement effort....	Reached out to student regarding attendance concerns, and a wellness check in. Pending response.	
3/19/2025	Re-engagement effort....	Reached out to student regarding attendance concerns, and a wellness check in. Pending response.	
3/19/2025	Re-engagement effort....	Reached out to student regarding attendance concerns, and a wellness check in. Pending response.	
3/19/2025	Re-engagement effort....	Reached out to student regarding attendance concerns, and a wellness check in. Pending response.	
3/19/2025	Re-engagement effort....	Reached out to student regarding attendance concerns, and a wellness check in. Pending response.	

		Student responded. Student's children are out of school for spring break, and student's car broke down - cannot attend. Student stated that she will try to attend next week.
3/19/2025	Re-engagement effort....	
3/20/2025	Re-engagement effort....	Reached out to student regarding attendance concerns, and wellness check in. Pending response.
3/20/2025	Re-engagement effort....	Student responded. She stated that she will attend tomorrow.
3/28/2025	Re-engagement effort....	Reached out to student. Attendance concern, and wellness check in. Pending response.
3/28/2025	Re-engagement effort....	Reached out to student. Attendance concern, and wellness check in. Pending response.
3/28/2025	Re-engagement effort....	Reached out to student. Attendance concern, and wellness check in. Pending response.
3/28/2025	Re-engagement effort....	Reached out to student. Attendance concern, and wellness check in. Pending response.
3/28/2025	Re-engagement effort....	Reached out to student. Attendance concern, and wellness check in. Pending response.
3/28/2025	Re-engagement effort....	Reached out to student. Attendance concern, and wellness check in. Pending response.
4/2/2025	Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/2/2025	Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/2/2025	Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/2/2025	Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/2/2025	Re-engagement effort....	Student responded. She just returned from Ohio and will be in class tomorrow.
4/2/2025	Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/2/2025	Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/2/2025	Re-engagement effort....	Student responded. She stated that she will return to school on Monday.
4/3/2025	Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/4/2025	Re-engagement effort....	Student responded. She is experiencing childcare circumstances. Student stated that she return next week.

[redacted]			
4/4/2025		Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/7/2025		Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/7/2025		Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/7/2025		Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/7/2025		Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/7/2025		Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/10/2025		Re-engagement effort....	Reached out to students. Attendance concerns and wellness check in.
4/10/2025		Re-engagement effort....	Reached out to students. Attendance concerns and wellness check in.
4/10/2025		Re-engagement effort....	Reached out to students. Attendance concerns and wellness check in.
4/10/2025		Re-engagement effort....	Reached out to students. Attendance concerns and wellness check in.
4/11/2025		Re-engagement effort....	Reached out to student. Attendance concerns and wellness check in.
4/23/2025		Re-engagement effort....	Reached out to student - attendance concerns and wellness check in -
4/23/2025		Re-engagement effort....	Reached out to student - attendance concerns and wellness check in -
1/15/2025		Re-engagement follow up	Provided student with classroom and class start time.
11/26/2024		re-engagement list	Left a message for student letting them know the importance of attendance and to make sure that they return by december 2nd or they will be at risk of disenrollment.
11/26/2024		Re-Engagement List	I called and left a voicemail
11/26/2024		Re-Engagement List	Unable to get a hold of the student wrong number
11/26/2024		re-engagement list	Student stated that they will be attending class by december 2nd.
11/26/2024		re-engagement list	Left a message for student to return to class by december second or they will be disenrolled.
11/26/2024		Re-Engagement List	Student is waiting to be transferred out to Folsom
11/26/2024		Re-Engagement List	I called and the student said she will be back to school on Dec 2nd

		re-engagement list	Student will be reaching out to their teacher as they have questions about what programs they are attending.
11/26/2024		Re-Engagement List	I called and was unable to leave VM
11/26/2024		Re-Engagement List	I called to re engage student but phone was out of service.
11/26/2024		re-engagement list	Left student a VM letting them know to return to school before they are disenrolled on december 2nd.
11/26/2024		Re-Engagement List	Student wish you to un-enroll due to health
11/26/2024		Re-Engagement List	Student would like to un-enroll due to work and distance
11/26/2024		Re-Engagement List	Student will return 1st week of Dec.
11/26/2024		re-engagement list	Left student a message reminding them to return to school by december 2nd or they will be disenrolled.
11/26/2024		re-engagement list	Student says that they will be returning to school by december 2nd to avoid disenrollment.
11/26/2024		Re-Engagement List	I called and the student is interested in coming back however has to be gone due to personal reason
11/26/2024		Re-Engagement List	I called the student and he mention he will be able to attend Class Dec 2nd
11/26/2024		re-engagement list	Left student a message regarding the importance of attending class and to make sure that they return to class by december 2nd or they will be disenrolled.
11/26/2024		Re-Engagement List	Student Called and said she is interested in CICA,
11/26/2024		Re-Engagement List	I called the student and was unable to leave a voicemail (sent Text)
11/26/2024		Re-Engagement List	I called and was unable to leave a VM
11/26/2024		Re-Engagement List	I sent out a text
11/26/2024		Re-Engagement List	[redacted]stated he had been absent and is interested in returning to class. He will try his best to attend Dec 2nd.
11/26/2024		re-engagement list	Left student a message reminding them of the importance of attendance. Let student know they will be disenrolled if they do not return by december 2nd.
11/26/2024		re-engagement list	Student says that they will be returning to school by the 2nd of december.
11/26/2024		Re-Engagement List	The student stated he will no longer be able to attend school due to Work. He will be returning the phone.
11/26/2024		Re-Engagement List	I called and left a voicemail let student know to return to class if possible
11/26/2024		Re-Engagement List	Called the student and she let me know she moved out of town and can no longer attend

		re-engagement list	Student says that he will no longer attending school and has discussed this with his teacher and counselor.
11/26/2024		re-engagement list	Student will be returning to school by december 2nd.
11/26/2024		Re-Engagement List	I called and left a voicemail asking Regarding if she will be returning to class/ School
11/26/2024		re-engagement list	Student stated that they will no longer be attending school.
11/26/2024		re-engagement list	Student will be returning on the 2nd.
11/26/2024		re-engagement list	Student will be returning to school by december 2nd to avoid disenrollment.
11/26/2024		re-engagement list	Left student a txt message regarding the importance off attending class and that they need to return by december 2nd or they will be disenrolled.
11/26/2024		Re-Engagement List	THe student stated she will be out of town till Dec 9th and is unable to attend after thanksgiving. I let her know that i'll make note but to also email her teacher.
11/26/2024		Re-Engagement List	The student stated she will be able to return on Dec 9. However she will not be able to attend all 5 days.
11/26/2024		Re-Engagement List	I called and left a voicemail
11/26/2024		Re-Engagement List	I called the student and left a voicemail
11/26/2024		re-engagement list	Left student a message reminding them to return to school by december 2nd or they will be at risk of disenrollment.
11/26/2024		Re-Engagement List	I called and student stated due to work he goes out of town and will be attending back up 1st week of Dec.
11/26/2024		Re-Engagement List	I called and left a voicemail
11/26/2024		Re-Engagement List	I called and was unable to leave a voicemail. I sent out a text
11/26/2024		Re-Engagement List	I called and left VM for student to return to class Dec. 2nd
11/26/2024		re-engagement list	Student will be returning to school by december 2nd.
11/26/2024		re-engagement list	Left student a message reminding them to return to school by december 2nd or they will be disenrolled.
11/26/2024		Re-Engagement List	The student stated she recently had a baby and will talk to the teacher in regards her conflicting schedule .
11/26/2024		re-engagement list	Left student a message reminding them to return to class by december 2nd or they will be disenrolled.
11/26/2024		re-engagement list	Unable to contact student left VM
11/26/2024		Re-Engagement List	Sent a text to confirm she is wanting to un-enrolled
11/26/2024		Re-Engagement List	I called and left a voicemail
11/26/2024		Re-Engagement List	I called and left a voicemail

		re-engagement list	
11/26/2024			Student will be returning to class on december 2nd.
		re-engagement list	
11/26/2024			Unable to contact student left txt/vm
		re-engagement list	Left student a vm reminding them to return to school by december 2nd
11/26/2024			before they are disenrolled.
		Re-Engagement List	
11/26/2024			I called and left a voicemail
		re-engagement list	Left student a message regarding the importance of attendance and to
11/26/2024			return to school by december 2nd or they will be disenrolled.
		re-engagement list	Left student a message letting them know to return to school by december
11/26/2024			2nd or they will be disenrolled.
		Re-Engagement List	
11/26/2024			Student is out of the country
		Re-Engagement List	I called the student and she is interested in coming back she will come
11/26/2024			back Dec 2
		Re-Engagement List	
12/23/2024			I called the student and lvm due to lack of attendance
		Re-Engagement List	I called the student and she told me she had gone in person but they told her she was not enrolled. I let her know that she is enrolled due to PS and
12/23/2024			to attend class in Jan. 6th at the Marconi Location
		Re-Engagement List	
12/23/2024			I called and unable to leave a VM
		Re-Engagement List	
12/23/2024			Student Stated he couldn't attend due to his new work schedule.
		re-engagement list	Student requested leave of absence and call was dropped. Tried calling
12/27/2024			student back but was unable to contact them
12/27/2024		re-engagement list	Student is attending Asher college and fulfilling 8 hour a week requirement and checking in once a week with Sam Soun. Student was put on the disenrollment list and does not understand why she is on the disenrollment list and has been contacted twice regarding attendance. I will be reaching out to this students teacher and counselor for clarification and make sure that the students understands necessary requirements.
		Re-Engagement List	
12/27/2024			From what the student mentioned, she was told that she is on the waitlist for Hillsdale. She would like to return to Hillsdale
		re-engagement list	
12/27/2024			Students phone is no longer in service.
		Re-Engagement List	
12/27/2024			I texted the student the student to have him attend classes on 1/6/24
		re-engagement list	
12/27/2024			Student has been transferred out. Left student VM
		Re-Engagement List	
12/27/2024			I called and left a vm encouraging student to return to classes on 1/06/25
		re-engagement list	Unable to leave message because students phone is not in service. Sent an email to student.
12/27/2024			
		re-engagement list	
12/27/2024			Student will be returning to class before January 6th
		re-engagement list	
12/27/2024			Unable to contact student to discuss disenrollment. Left message.
		re-engagement list	Student has transferred out due to attendance. Student will be re registering.
12/27/2024			

	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Unable to contact student left a VM message.
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Student will be returning to school by January 6th
	[redacted]	e-engagement	Student says that their school phone has been deactivated and is not able to make it school as that is their means for using buss passes. I let the student know I will be reaching out to the digital navigators regarding this and advised the student to try to make it into a school site for a physical
12/27/2024	[redacted]	ist	buss pass if possible.
	[redacted]	e-engagement	Student has been transferred out due to attendance. Student will be re
12/27/2024	[redacted]	ist	registering.
	[redacted]	Re- Engagement	
12/27/2024	[redacted]	List	I called the student seemed busy said he will call me back
	[redacted]	Re- Engagement	
12/27/2024	[redacted]	List	The student is requesting to be in CICA.
	[redacted]	Re- Engagement	
12/27/2024	[redacted]	List	I called the student and was unable to leave a voicemail.
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Student has been transferred out. Left student VM
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Student will be completing the re enrollment application.
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Student has transferred out student will re register
	[redacted]	e-engagement	Unable to leave message because students phone is not in service. Sent
12/27/2024	[redacted]	ist	an email to student.
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Unable to contact student left VM
	[redacted]	e-engagement	Unable to leave message because students phone is not in service. Sent
12/27/2024	[redacted]	ist	an email to student.
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Student will be re enrolling.
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Student has been disenrolled.
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Unable to contact student left VM
	[redacted]	e-engagement	Student has transferred out due to attendance. Left student a message
12/27/2024	[redacted]	ist	regarding re enrolling.
	[redacted]	e-engagement	Student says they may no longer be able to attend due to serious health reasons. Student states that they spoke to their counselor about this and possibly attending CICA. Emailed students counselor to best support the
12/27/2024	[redacted]	ist	student.
	[redacted]	e-engagement	Student has been transferred out due to attendance. Left student a
12/27/2024	[redacted]	ist	message regarding re registering.
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Student will be returning to school by January 6th.
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Unable to contact student left a VM message.
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Unable to contact student left a VM message.
	[redacted]	e-engagement	Unable to leave message because students phone is not in service. Sent
12/27/2024	[redacted]	ist	an email to student
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Unable to contact student left a VM message.
	[redacted]	Re- Engagement	The student has been sick and in the hospital. I let him know if he could turn in his Dr.Notice.
12/27/2024	[redacted]	List	He plans on returning to class on 01/06/25
	[redacted]	e-engagement	
12/27/2024	[redacted]	ist	Student will be returning to class before January 6th.

[redacted]		re-engagement list	
12/27/2024	[redacted]		Students phone is no longer in service. Left VM
12/27/2024	[redacted]	re-engagement list	Student will be returning to school by January 6th.
12/27/2024	[redacted]	re-engagement list	Student will be returning to school by january 6th
12/27/2024	[redacted]	re-engagement list	Unable to contact student left a VM.
12/27/2024	[redacted]	Re-Engagement List	The student stated due to her daughter's disability she is not able to attend
12/27/2024	[redacted]	re-engagement list	Student requested to be disenrolled as they took on a second job and feel that they will not have time to focus on school. Emailed enrollment team and counselor.
12/27/2024	[redacted]	re-engagement list	Student will be re registering for classes.
12/27/2024	[redacted]	re-engagement list	Unable to contact student left student a VM
12/27/2024	[redacted]	re-engagement list	Student will be returning to class before January 6th
12/27/2024	[redacted]	re-engagement list	Unable to contact student to discuss disenrollment. Left student a message.
12/27/2024	[redacted]	re-engagement list	Student has transferred out do to attendance. Student will be re registering.
12/27/2024	[redacted]	re-engagement list	Unable to contact student left VM
12/27/2024	[redacted]	re-engagement list	Unable to contact student.
12/27/2024	[redacted]	re-engagement list	Unable to contact student left VM message.
12/30/2024	[redacted]	re-engagement list	Unable to contact student to discuss attendance. second attempt.
12/30/2024	[redacted]	Re-Engagement List	I called and lvm requesting a call back,
12/30/2024	[redacted]	re-engagement list	Unable to contact student second attendance call.
12/30/2024	[redacted]	re-engagement list	Unable to contact student to discuss attendance. Second attempt.
12/30/2024	[redacted]	re-engagement list	Unable to contact student to discuss disenrollment. Left message. Second attempt.
12/30/2024	[redacted]	re-engagement list	Unable to contact student to discuss attendance. Second attempt.
12/30/2024	[redacted]	re-engagement list	reached out to digital navigators.
12/30/2024	[redacted]	re-engagement list	Student has been transferred out. Left student VM second attempt
12/30/2024	[redacted]	re-engagement list	Unable to contact student to discuss attendance. Second attempt.
12/30/2024	[redacted]	re-engagement list	Unable to contact student to discuss attendance. Second attempt.
12/30/2024	[redacted]	Re-Engagement List	I called and was unable to leave a voicemail
12/30/2024	[redacted]	re-engagement list	Unable to contact student. Second attempt.
12/30/2024	[redacted]	re-engagement list	Unable to contact student. second attempt.
12/30/2024	[redacted]	re-engagement list	Student requested to take an LOA for health reasons and will be getting paperwork from their Dr. I will email the students teacher regarding this.

[redacted]	[redacted]	re-engagement ist	
12/30/2024			Unable to contact student to discuss attendance.
		Re-Engagement List	
12/30/2024			I called and left a vm
		re-engagement ist	
12/30/2024			Unable to contact student to discuss attendance. Second attempt.
		re-engagement ist	
12/30/2024			Unable to contact student to discuss attendance. Second attempt.
		Re-Engagement List	
12/30/2024			I called and left a voicemail.
		Re-Engagement List	I called the student and left a vm requested for the student to come back
12/30/2024			on 01/06/24
		re-engagement ist	
12/30/2024			Unable to contact student to discuss attendance. Second attempt.
		Re-Engagement List	
12/30/2024			I called an unable to leave a VM
		re-engagement ist	
12/30/2024			Unable to contact student to discuss attendance. Second attempt.
		re-engagement ist	
12/30/2024			Unable to contact student second attempt.
		re-engagement ist	
12/30/2024			Unable to contact student to discuss attendance. Second attempt.
		Re-Engagement List	
12/30/2024			I called and the phone number is not in service
		re-engagement	Unable to contact student to discuss disenrollment. Left student a
12/30/2024		ist	message. Second attempt.
		Re-Engagement	Student called and stated she can no longer attend due to her moving from
12/30/2024		List	house
		Re-Engagement List	
12/30/2024			I called and lvm requested a call back
		re-engagement ist	
12/30/2024			Unable to contact student to discuss attendance. Second attempt.
		re-engagement ist	
12/30/2024			Unable to contact student to discuss attendances. Second attempt.
		Re-Engagement List	
1/3/2025			I called the student and left a voicemail. Requested a call back.
		Re-Engagement List	
1/3/2025			I called and lvm, requested the student to attend classes on 01/06/24
		Re-Engagement	I called and left a voicemail requesting student to return to class on
1/3/2025		List	01/06/25
		Re-Engagement List	
1/3/2025			I called and left a voicemail.
		Re-Engagement List	
1/3/2025			I called and left a voicemail.
		Re-Engagement List	
1/3/2025			I called and left a voicemail. NO answer
		Re-Engagement List	
1/13/2025			The student called me and stated he would like to be re-enrolled to classes.

[redacted]	[redacted]	Re-Engagement List	
2/6/2025			I called and let the student know to return to class or she will be dropped.
2/6/2025		Re-Engagement List	Student Had child and is aware of being withdrawn. she can not attend at the moment.
2/6/2025		Re-Engagement List	The student stated that he is currently working and will be coming to class once he has an opportunity
2/6/2025		Re-Engagement List	I called and left a vm student who has to re-register to attend class.
2/6/2025		Re-Engagement List	I called and left a voicemail for students to return to class or they will be dropped and have to go through the re-enrollment process.
2/7/2025		Re-Engagement List	I spoke with the student and she mentioned she would talk to her counselor about being transferred to CICA.
2/7/2025		Re-Engagement List	I called the student and left a voicemail . Requested student to return to class
2/7/2025		Re-Engagement List	I called the student and she mentioned medical issues. I suggest contacting her counselor and teacher so she can LOA.
2/7/2025		Re-Engagement List	I called and left a voicemail/ Requested a call back and student to return to classes
2/7/2025		Re-Engagement List	I called and left a voicemail. I requested the student to return to school.
2/7/2025		Re-Engagement List	I called the student and requested the student to return to class or they will be dropped.
2/7/2025		Re-Engagement List	I called the student and she mention that she is almost done going to send an email to her counselor to call the student.
2/7/2025		Re-Engagement List	I called the student and lvm requested the student to attend class in person.
2/7/2025		Re-Engagement List	I called and left a voicemail requested student to attend class
2/7/2025		Re-Engagement List	I called unable to LVM. Sent out a text
2/7/2025		Re-Engagement List	I called and lvm requesting the student to assist class.
2/7/2025		Re-Engagement List	I called and was unable to LVM- The phone number is disconnected.
2/7/2025		Re-Engagement List	The student would like to be dis enroll
2/7/2025		Re-Engagement List	No answer unable to leave a voicemail
2/7/2025		Re-Engagement List	I called and left a voicemail, requested the student to attend school

[redacted]			
2/7/2025	Re-Engagement List	I called and left a voicemail for the student to return to class.	
2/7/2025	Re-Engagement List	I called and spoke with His partner and let her know he is subject to being dropped. She said he had LOA. I let her know to have him speak to his teacher or counselor.	
2/7/2025	Re-Engagement List	I called and left a voicemail. I requested a call back and for student to return to class or let us know how we can help.	
2/10/2025	Re-Engagement List	I called and was unable to leave a voicemail. The phone is not in service,	
2/10/2025	Re-Engagement List	I called the student and let her know she has been dropped and will have to re-enroll	
2/10/2025	Re-Engagement List	I called the student and left a voicemail that she is subject to being dropped.	
2/10/2025	Re-Engagement List	I called the student to notify her that she has been dropped due to attendance	
2/10/2025	Re-Engagement List	The student is on the waitlist	
2/18/2025	Re-Engagement List	He wants to attend but needs one month off from school due to work and being sick.	
2/18/2025	Re-Engagement List	Student is moving and will not be able to attend classes	
2/18/2025	Re-Engagement List	I called and was unable to leave a message -sent a text.	
2/18/2025	Re-Engagement List	I spoke with the student and she mentioned she will be attending class tomorrow. she is aware of almost being dropped due to absence.	
2/18/2025	Re-Engagement List	--I called and left a voicemail.--	
2/18/2025	Re-Engagement List	I called and lvm requesting the student to return to class.	
2/18/2025	Re-Engagement List	I called and left a voicemail. Notified the student in regards to the possibility of being dropped.	
2/18/2025	Re-Engagement List	I called and left a voicemail requested student to attend class	
2/18/2025	Re-Engagement List	The student called back and said she was out due to surgery. -She will come back to class tomorrow	
2/18/2025	Re-Engagement List	I left a vm, and requested the student to return to class.	
2/18/2025	Re-Engagement List	I left a vm, and requested the student to return to class. -	
2/18/2025	Re-Engagement List	Student is waiting for test date and he has completed his credits	

[redacted]	[redacted]	Re-Engagement list	
2/18/2025			The student will try to attend class 02/19/25
2/18/2025		Re-Engagement list	The student will come to class tomorrow 02/19/25
2/18/2025		Re-Engagement list	The student Will attend class on 02/19/25
2/18/2025		Re-Engagement list	The student mention she will attend class this week
2/19/2025		Re-Engagement list	The student called me back and said she is unitek and isn't sure if she still has to attend here at highlands. SHe will talk to her counselor.
2/19/2025		Re-Engagement list	I left a voicemail- requested the student keep attending class.
2/19/2025		Re-Engagement list	No answer LVM- requested the student to return to class before Friday if not he will be dropped.
2/19/2025		Re-Engagement list	The student transferred to CICA
2/19/2025		Re-Engagement list	The student was waiting to be PM Student. The student is attending class.
2/19/2025		Re-Engagement list	I called and lvm requested the student to return to class or he will be dropped.
2/19/2025		Re-Engagement list	I called and lvm
2/19/2025		Re-Engagement list	Student can not attend at the moment and will have to be dropped due to having two jobs and kids.
2/19/2025		Re-Engagement list	I called the student and lvm Let the student know he needs to return to class before he gets dropped
2/19/2025		Re-Engagement list	I called the student and she mention she will attend class tomorrow or friday.
2/19/2025		Re-Engagement list	I called and lvm student is about to get disenroll
2/19/2025		Re-Engagement list	I called the student and LVM requesting the student to return to class or she will be dropped
2/19/2025		Re-Engagement list	The student will attend class/
2/19/2025		Re-Engagement list	I called the student and left a vm
2/19/2025		Re-Engagement list	I called and left a voicemail and requested student to return to class.
2/19/2025		Re-Engagement list	lvm and requested the student to return to class.

[redacted]	[redacted]	Re-Engagement List	I called the student and she said she would try her best to stop by to class before Friday
2/19/2025			
2/20/2025		Re-Engagement List	The student mentions she will be returning to class tomorrow.
2/21/2025		Re-Engagement List	Students attend class on WED. SHe will like to continue class.
3/18/2025		Re-Engagement List	I called the student left a voicemail and sent a text.
3/18/2025		Re-Engagement List	Student can not attend--
3/18/2025		Re-Engagement List	VM and TM sent
3/18/2025		Re-Engagement List	She returned to class yesterday and was out of the country due to emergency
3/18/2025		Re-Engagement List	Called left a VM and sent a text
3/18/2025		Re-Engagement List	I called and was unable to leave a VM . Sent a TExt
3/18/2025		Re-Engagement List	Lvm- and sent text
3/18/2025		Re-Engagement List	CAlled lvm and sent a text to return class before 03/21/25
3/18/2025		Re-Engagement List	I called and spoke with the student and he mentioned he plans on coming back to school.
3/18/2025		Re-Engagement List	I called and left a vm and sent text
3/18/2025		Re-Engagement List	Called and LEFT a VM-sent a text
3/18/2025		Re-Engagement List	I called the student and he said that next week he will be able to attend due to working out of the state.
3/20/2025		Re-Engagement List	Student sent a text she is already attending classes
3/20/2025		Re-Engagement List	-called and left a vm for the student to return to class before Friday 03/21/25
3/20/2025		Re-Engagement List	I called and left a voicemail
3/20/2025		Re-Engagement List	I spoke with the student and he will be attending class tomorrow
3/20/2025		Re-Engagement List	I called and left a voicemail.

[redacted]			
3/20/2025		Re-Engagement List	I called and left a voicemail
4/3/2025		Re-Engagement List	I called the student and she mentioned she is awaiting the state board test and the june graduation
4/3/2025		Re-Engagement List	I called the student and left a voicemail requesting a call back.
4/3/2025		Re-Engagement List	I called and spoke with the student and he mention he will be attending class today or on friday 04/04/25
4/25/2025		Re-Engagement List	I called and was unable to leave a voicemail
4/25/2025		Re-Engagement List	I called and left a voicemail, requested the student to return to class.
4/25/2025		Re-Engagement List	The student mentioned she is going through a personal problem.
4/25/2025		Re-Engagement List	I called and LVM requesting the student to come attend class.
4/25/2025		Re-Engagement List	The student is interested in returning to class.
4/25/2025		Re-Engagement List	The student would like to continue to come to class.
4/25/2025		Re-Engagement List	the phone number is disconnected.
4/25/2025		Re-Engagement List	The student will be back in May, is recovering from surgery.
4/25/2025		Re-Engagement List	The student is returning on 04/28/25
5/16/2025		Re-Engagement List	Phone is out of service
5/16/2025		Re-Engagement List	I called and # is disconnected
5/16/2025		Re-Engagement List	Called and LVM requested a call back.
5/16/2025		Re-Engagement List	Student Has completed the 200 credits
5/16/2025		Re-Engagement List	student completed the 200 credits
6/11/2025		Re-Engagement List	I helped the student re-enroll for school year 25-26
3/3/2025		Re-engagement log	Per previous engagement: The student will be out of state from February 7, 2025, to April 15, 2025, and would like to stay enrolled in the class during this time or be enrolled again upon his return.

[redacted]	[redacted]		
		Re-engagement Log	Per previous re-engagement contact: The student will be out of state from February 7, 2025, to April 15, 2025, and would like to stay enrolled in the class during this time or be enrolled again upon his return.
3/3/2025		Re-engagement log	Per previous re-engagement contact attempt: The student's phone number is not available.
3/3/2025		Re-Engagement Log	Student is on my re-engagement list but has been transferred to PM.
3/3/2025		Re-engagement Log	Per previous re-engagement contact 02/07: The student may be unable to attend school regularly for the next four weeks due to transportation challenges, as her husband is currently out of the country.
9/24/2024		re-engagement phone call	Attempted to call the student. The phone went straight to voicemail. Left the voicemail.
9/24/2024		re-engagement phone call	Student didn't pick up. Left the voicemail.
9/24/2024		re-engagement phone call	Student never attended classes. Said that he received text message, that he had been disenrolled.
9/24/2024		re-engagement phone call	Student didn't understand english. Will reattempt the call again.
10/2/2024		re-engagement phone call	Student confirmed, that Howe location is too far from his residence. He promised to come to classes.
10/2/2024		re-engagement phone call	No answer, left voice message.
10/2/2024		re-engagement phone call	No answer, voicemail box is not set up.
10/3/2024		re-engagement phone call	left a text message
10/3/2024		re-engagement phone call	left a text message
10/3/2024		re-engagement phone call	Sent a text message
10/3/2024		re-engagement phone call	Left a text message
10/3/2024		re-engagement phone call	left a text message
10/3/2024		re-engagement phone call	left a text message
10/3/2024		re-engagement phone call	left a text message
10/3/2024		re-engagement phone call	left a text message
10/3/2024		re-engagement phone call	Left a text message
10/3/2024		re-engagement phone call	Left a text message
10/3/2024		re-engagement phone call	LVM
10/3/2024		re-engagement phone call	left a text message
10/3/2024		re-engagement phone call	left a text message
10/3/2024		re-engagement phone call	left a text message
10/3/2024		re-engagement phone call	left a text message
10/3/2024		re-engagement phone call	left a text message

[redacted]	[redacted]	re-engagement	
10/3/2024		phone call	left a text message
		re-engagement	
10/3/2024		phone call	left a text message
		re-engagement	
10/3/2024		phone call	LVM
		re-engagement	
10/25/2024		phone call	student didn't pick up, sent a text.
		re-engagement	
10/25/2024		phone call	Sent a text.
		re-engagement	
11/19/2024		phone call	The phone is off, not able to reach student.
		re-engagement	Was able to reach student. He was happy, that he is still a student. He will
11/19/2024		phone call	come to school.
		re-engagement	Was able to reach the student. He was happy, that he is still enrolled in
11/19/2024		phone call	school. will send tm with address and time of classes.
		re-engagement	Student stated that he is not able to attend school anymore. He plans to re
11/20/2024		phone call	enroll next year.
		re-engagement	
11/20/2024		phone call	Student stated that he doesn't have enough time ti attend school.
		re-engagement	
11/20/2024		phone call	The phone is off. wasn't able to reach the student.
		re-engagement	Was able to reach a student, provided info about the class times and
11/20/2024		phone call	address. Student said she will start attending school again.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. She
11/26/2024		Phone Call	has agreed to attend class.
		Re-engagement	Left a detailed vm for the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not
11/26/2024		Phone Call	attending regularly.
			Left a detailed vm for the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly.
		Re-engagement	UPDATE: The student called me back and he has agreed to attend class
11/26/2024		Phone Call	on 12/2.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. She
11/26/2024		Phone Call	agreed to attend class on 12/2.
		Re-engagement	Left a detailed vm for the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not
11/26/2024		Phone Call	attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. She
11/26/2024		Phone Call	has agreed to return to school on 12/2.
		Re-engagement	Left a detailed vm for the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not
11/26/2024		Phone Call	attending regularly.
		Re-engagement	Left a detailed vm for the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not
11/26/2024		Phone Call	attending regularly.
		Re-engagement	I spoke with the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending
11/26/2024		Phone Call	regularly. She has agreed to attend class.
		Re-engagement	I couldn't get a hold of the student. The only phone number on file is of the student's relative [redacted] and the student no longer lives with her.
11/26/2024		Phone Call	She doesn't have a number where I can reach him.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. She is no longer interested in in-person classes due to her busy work schedule.
11/26/2024		Phone Call	She plans on signing up for CICA.

[redacted]	[redacted]		
11/26/2024		e-engagement hone Call	I called the student to inform them of our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly, but the student's number is not in service. I also contacted the student's emergency contact, but they don't live together anymore and he didn't give me a number where I can contact the student. Left a detailed vm for the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly.
11/26/2024		e-engagement hone Call	UPDATE: The student called me back and notified me that she missed class because she was in Mexico taking care of her mother, who had an accident. She returned to class last week and will continue to attend.
11/26/2024		e-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. She is taking care of her grandchild at the moment, so she is no longer interested in in-person classes.
11/26/2024		e-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. The student moved and is no longer interested in in-person classes. She is interested in signing up for CICA.
11/26/2024		e-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. He is no longer interested in in-person classes due to his busy work schedule.
11/26/2024		e-engagement hone Call	Left a detailed vm for the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly.
11/26/2024		e-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. He is no longer interested in in-person classes due to his busy work schedule.
11/26/2024		e-engagement hone Call	I talked to the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. She agreed to return to class on 12/2.
11/26/2024		e-engagement hone Call	Left a detailed vm for the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly.
11/26/2024		e-engagement hone Call	I spoke with the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. She didn't know that she was enrolled in classes, so I gave her all the necessary info about her classes and she will attend on 12/2.
11/26/2024		e-engagement hone Call	Left a detailed vm for the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly.
11/26/2024		e-engagement hone Call	Left a detailed vm for the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly.
11/27/2024		e-engagement hone Call	Called the student a 2nd time and left another vm. Also, called the student's emergency contact. He will have the student call me back.
11/27/2024		e-engagement hone Call	Student agreed to return to class on 12/2.
11/27/2024		e-engagement hone Call	Student is unable to attend class due to her work schedule. She is no longer interested in attending in-person classes. She plans on signing up for CICA.
11/27/2024		e-engagement hone Call	Called a 2nd time and left another vm. Also called the student's emergency contact and they will relay the message.

[redacted]

11/27/2024	Re-engagement Phone Call	Called a 2nd time and left another vm. Also called the student's emergency contact, but he didn't answer either.
11/27/2024	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 12/2, and returning school issued devices if not attending regularly. She is out of the country on an important matter and will return to class on 12/9. She wants to stay in school.
11/27/2024	Re-engagement Phone Call	Student is unreachable. Call goes straight to vm and the student's emergency contact has a # that is no longer in service.
11/27/2024	Re-engagement Phone Call	Called a second time and left another vm. Also contacted the student's emergency contact and they will relay the message.
11/27/2024	Re-engagement Phone Call	Called a 2nd time and left another vm. UPDATE: Student called me back and agreed to return to school on 12/2. He started working so he wants PM classes.
12/18/2024	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student has agreed to return to class.
12/18/2024	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student moved and will not be returning to school. She has requested to be disenrolled.
12/18/2024	Re-Engagement Phone Call	The student has been contacted and informed about the importance of attending classes. He mentioned that he will attend on January 6th
12/18/2024	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message. Update: Student called me back and he is not interested in attending HCCS. He has requested to be disenrolled.
12/19/2024	Re-engagement Phone Call	The student's phone is not in service. I called the student's emergency contact and he told me that he hasn't been able to reach Marlon either and doesn't have another number where I can reach him.
12/19/2024	Re-Engagement Phone Call	Called the student twice with no answer. Sent a text message informing her about the importance of attending her classes
12/19/2024	Re-engagement Phone Call	The phone number on record is incorrect. I contacted the student's emergency contact, who notified me that [redacted] is in Mexico and that there is no way for him to contact the student.
12/19/2024	Re-Engagement Phone Call	Called the student twice with no answer. Sent a text message informing her about the importance of attending her classes
12/19/2024	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message. Update: The student has completed all of her credits and is waiting for graduation.
12/19/2024	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message. Update: The student contacted me back and agreed to return to class on 1/6.

			I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
	[redacted]		
12/19/2024		Re-engagement Phone Call	Update: Student contacted me back and she wants to transfer to PM classes, since she works in the AM. I let her know that she needs to contact her teacher and gave her the teacher's email address.
12/19/2024		Re-Engagement Phone Call	Called the student twice with no answer. Sent a text message informing her about the importance of attending her classes
12/19/2024		Re-Engagement Phone Call	The student mentioned that she requested to be disenrolled back in September, as she is not interested in taking classes at Highlands. She also kindly requested not to be contacted further
12/19/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/19/2024		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student has agreed to return to class.
12/19/2024		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student has agreed to return to class.
12/19/2024		Re-Engagement Phone Call	The student has been informed about attending classes. She mentioned that she will return to class on January 6th
12/19/2024		Re-Engagement Phone Call	The student is not able to attend classes because he has a full-time job. He mentioned that he would like to be transferred to CICA.
12/19/2024		Re-Engagement Phone Call	Called the student twice with no answer. Sent a text message informing her about the importance of attending her classes
			I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/19/2024		Re-engagement Phone Call	Update: Student called back and is not interested in attending HCCS - moved to another city. He has requested to be disenrolled.
12/19/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/19/2024		Re-Engagement Phone Call	The phone is out of service
12/19/2024		Re-Engagement Phone Call	The phone is out of service.
			I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/19/2024		Re-engagement Phone Call	Update: Student contacted me back and she has agreed to return to class on 1/6.
12/19/2024		Re-Engagement Phone Call	The student is not able to attend classes because he has a full-time job. He mentioned that he would like to be transferred to CICA.
12/19/2024		Re-Engagement Phone Call	The student mentioned that she is not able to attend school because she has to take care of her spouse, who has some health issues.
12/19/2024		Re-Engagement Phone Call	The student was informed about the importance of attending classes. He acknowledged this and mentioned that he would return to classes on January 6th.

[redacted]			I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
		Re-engagement Phone Call	Update: The student contacted me back and she has agreed to return to class on 1/6.
12/19/2024		Re-Engagement Phone Call	Called the student twice with no answer. Sent a text message informing her about the importance of attending her classes.
12/19/2024		Re-Engagement Phone Call	The student has been informed about attending classes. He mentioned that he will try to return to class on January 6th
12/19/2024		Re-Engagement Phone Call	Called the student twice with no answer. Sent a text message informing her about the importance of attending her classes
12/19/2024		Re-Engagement Phone Call	The student moved to LA. He mentioned that he informed the teacher that he would not be able to attend school
12/19/2024		Re-Engagement Phone Call	Called the student twice with no answer. Sent a text message informing her about the importance of attending her classes
12/19/2024		Re-Engagement Phone Call	The student moved to LA. She mentioned that she informed the teacher that she would not be able to attend school
12/19/2024		Re-Engagement Phone Call	Called the student twice with no answer. Sent a text message informing her about the importance of attending her classes
12/19/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
			I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/19/2024		Re-engagement Phone Call	Update: Student called me back and is not interested in attending HCCS - she has a newborn at home. Has requested to be disenrolled.
12/19/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/23/2024		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student is no longer interested in attending HCCS and has requested to be disenrolled.
12/23/2024		Re-Engagement Phone Call	Call the student to remind him about the importance of attendance. The number is out of service
			I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/23/2024		Re-engagement Phone Call	Update: The student can no longer attend HCCS due to her work schedule and has requested to be disenrolled.
12/23/2024		Re-Engagement Phone Call	The student was informed about the importance of attending classes. He acknowledged this and said he would return to classes on January 6th.
12/23/2024		Re-Engagement Phone Call	The student was informed about the importance of attending classes. She acknowledged this and said she would return to classes on January 6th.
12/23/2024		Re-Engagement Phone Call	The student was informed about the importance of attending classes. He acknowledged this and mentioned that he would return to classes on January 6th.

[redacted]	[redacted]	12/23/2024	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student is not interested in attending HCCS and has requested to be disenrolled.
		12/23/2024	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student is no longer interested in attending HCCS and has requested to be disenrolled.
		12/23/2024	Re-Engagement Phone Call	The student was informed about the importance of attending classes. He acknowledged this and mentioned that he would return to classes on January 6th.
		12/23/2024	Re-Engagement Phone Call	The student was informed about the importance of attending classes. She acknowledged this and mentioned that she would return to classes on January 6th.
		12/23/2024	Re-engagement Phone Call	The student returned my call and has agreed to return to class on 1/6.
		12/23/2024	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student lacks transportation in the AM, so she will talk to her teacher to request PM classes.
		12/23/2024	Re-Engagement Phone Call	Call the student to remind him about the importance of attendance. The number is out of service
		12/23/2024	Re-Engagement Phone Call	The student did not answer the phone call. Sent him a text message to remind him about the importance of attending school.
		12/23/2024	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student has agreed to return to class.
		12/23/2024	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
		12/23/2024	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
		12/23/2024	Re-Engagement Phone Call	The student mentioned that he will not be able to attend the Garden Grove site since he moved back to Sacramento. At the beginning of December, his teacher, Nguyen Thao, emailed a request to transfer the student to one of the Sacramento sites, as the student would like to continue his education. The student is still waiting for a response
		12/23/2024	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
		12/23/2024	Re-Engagement Phone Call	The student mentioned that she wanted to transfer to CICA. The student will return to class on 1/6.
		12/23/2024	Re-engagement Phone Call	Note: I spoke to her husband, who is also a student, and he notified me that they will both be in class on 1/6.
		12/23/2024	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student is injured and will talk to her teacher to request LOA.
		12/23/2024	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
		12/23/2024	Re-engagement Phone Call	Note: The student changed her phone number to [redacted].

[redacted]	[redacted]	Re-Engagement Phone Call	The student did not answer the phone call. Sent him a text message to remind him about the importance of attending school.
12/23/2024		Re-engagement Phone Call	The student contacted me back and agreed to return to class on 1/6.
			I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/23/2024		Re-engagement Phone Call	Update: The student returned my call and agreed to return to class on 1/6.
			I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message. (2nd attempt)
12/23/2024		Re-engagement Phone Call	Update: The student called me back and agreed to return to class on 1/6.
12/24/2024		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student has agreed to return to class.
		Re-engagement Phone Call	The student's phone number is not in service, so I called her emergency contact. Her husband told me that [redacted] is in Mexico and will return on 1/3. He doesn't know if [redacted] is still interested in attending HCCS or not.
12/24/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/24/2024		Re-engagement Phone Call	The student is not interested in attending in-person classes and requested to be disenrolled. She has registered for CICA.
			I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/24/2024		Re-engagement Phone Call	Update: The student moved to another city and wants to be disenrolled.
			I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/24/2024		Re-engagement Phone Call	Update: The student contacted me and he will return to class on 1/6.
12/24/2024		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student has agreed to return to class.
12/24/2024		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student wants to transfer back to her old school site because the new location is too far. I advised her to speak to her teacher and gave her the teacher's contact information.
12/24/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/24/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/24/2024		Re-engagement Phone Call	The student's phone number on record is incorrect. I called the student's emergency contact, but the phone number is out of service.
12/24/2024		Re-engagement Phone Call	The student has a confirmed LOA, and she returned to class last week. She will continue to attend class when school resumes on 1/6.

[redacted]			
		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/24/2024		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. The student cannot attend class due to his work schedule and would like to be disenrolled.
12/24/2024		Re-engagement Phone Call	The student's number on record is invalid, so I called her emergency contact. I left a detailed vm regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message.
12/24/2024		Re-Engagement Phone Call	The student was informed about the importance of attending classes but stated that she is no longer interested in pursuing her education at HCCS
12/30/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message. (2nd attempt)
12/30/2024		Re-Engagement Phone Call	The student was informed about the importance of attending classes. He acknowledged this and mentioned that he would return to classes on January 6th
12/30/2024		Re-Engagement Phone Call	The student did not answer the phone call. Sent him a text message to remind him about the importance of attending school.
12/30/2024		Re-Engagement Phone Call	Call the student to remind him about the importance of attendance. The number is out of service
12/30/2024		Re-Engagement Phone Call	The student was contacted regarding attendance and stated that she can no longer attend classes due to relocating to another state. She also confirmed that all HCCTS devices have been returned.
12/30/2024		Re-Engagement Phone Call	The student was informed about the importance of attending classes. She acknowledged this and mentioned that she would return to classes on January 6th.
12/30/2024		Re-Engagement Phone Call	The student was contacted about attendance and mentioned that he is unable to continue attending classes due to relocating to another city. He also confirmed that all HCCTS devices have been returned
12/30/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message. (2nd attempt)
12/30/2024		Re-Engagement Phone Call	The student was informed about the importance of attending classes. He acknowledged this and mentioned that he would return to classes on January 6th.
12/30/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message. (2nd attempt).
12/30/2024		Re-Engagement Phone Call	Call the student to remind him about the importance of attendance. The number is out of service
12/30/2024		Re-Engagement Phone Call	The student was contacted and reminded about attending classes. He stated that he is no longer interested in continuing his education with HCCS and politely requested not to be contacted further.
12/30/2024		Re-Engagement Phone Call	The student did not answer the phone call. Sent him a text message to remind him about the importance of attending school.
12/30/2024		Re-Engagement Phone Call	The student expressed that she is no longer interested in continuing her education at HCCTS and has requested not to be contacted further
12/30/2024		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message. (2nd attempt).
12/30/2024		Re-Engagement Phone Call	The student did not answer the phone call. Sent him a text message to remind him about the importance of attending school.

[redacted]	[redacted]	Re-Engagement Phone Call	The student did not answer the phone call. Sent him a text message to remind him about the importance of attending school.
12/30/2024			
		Re-engagement Phone Call	The student's number on record is invalid, so I called her emergency contact. I left a detailed vm regarding our attendance policy, returning to school by 1/6, and returning school issued devices if not attending regularly. I also sent a text message. (2nd attempt).
12/30/2024			
		Re-Engagement Phone Call	The student did not answer the phone call. Sent him a text message to remind him about the importance of attending school.
12/30/2024			
		Re-Engagement Phone Call	The student was contacted and reminded about attending classes. He stated that he is no longer interested in continuing his education with HCCTS and politely requested not to be contacted further.
12/30/2024			
1/27/2025		re-engagement phone call	Student stated that she won't be able to attend pm classes due to work schedule. She asked to be transferred to am.
1/27/2025		re-engagement phone call	Spoke to the student about her attendance situation. She stated that she will have to drop the school, due to personal problems. She said, that she will bring the pixel phone back.
2/6/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student had knee surgery and would like to request LOA. I informed him that he needs to talk to his teacher and provided his teacher's contact information.
2/6/2025		Re-Engagement Phone Call	The student was contacted and reminded about the attendance policy. She acknowledged it and mentioned that, starting on 2/7/2025, he will attend.
2/6/2025		Re-engagement Phone Call	The student's phone is out of service, so I called his emergency contact and she will relay my message. My message included the following: our attendance policy, returning to school as soon as possible, and returning school issued devices if [redacted] does not attend school regularly.
2/6/2025		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. I also sent a text message.
2/6/2025		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. I also sent a text message.
2/6/2025		Re-engagement Phone Call	Update: The student called me back and agreed to return to class.
2/6/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student agreed to return to class but would like to transfer to a different site.
2/6/2025		Re-Engagement Phone Call	The student was contacted and reminded about the attendance policy. She acknowledged it and mentioned that, starting on 2/7/2025, she will attend.
2/6/2025		Re-Engagement Phone Call	The student has been contacted twice to emphasize the importance of school attendance. Since there was no reply, a follow-up text message was sent
2/6/2025		Re-Engagement Phone Call	The student has been contacted twice regarding the importance of attending school. Since there was no response, a text message was sent.
2/6/2025		Re-Engagement Phone Call	The student has been contacted and encouraged to attend classes consistently to maintain enrollment. He mentioned that he has a full-time job and is currently unable to attend school. The student requested to be disenrolled
2/6/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student moved to another city and wants to be disenrolled.

[redacted]	[redacted]		
			I called [redacted]emergency contact and she will relay my message. The message included the following: our attendance policy, returning to school as soon as possible, and returning school issued devices if [redacted] doesn't attend class regularly.
		Re-engagement	
2/6/2025		Phone Call	
			I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. I also sent a text message.
		Re-engagement	
2/7/2025		Phone Call	
			I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class.
		Re-engagement	
2/7/2025		Phone Call	
			I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. I also sent a text message.
		Re-engagement	
2/7/2025		Phone Call	
			I called the student, but there was no answer. I sent a text message with the following information: our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly.
		Re-engagement	
2/7/2025		Phone Call	
			I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class.
		Re-engagement	
2/7/2025		Phone Call	
			I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly.
		Re-engagement	
2/7/2025		Phone Call	
			I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student recently gave birth and can't attend in-person classes. She wants to transfer to CICA.
		Re-engagement	
2/7/2025		Phone Call	
			I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class.
		Re-engagement	
2/7/2025		Phone Call	
			I contacted the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. No response. Sent text message.
		Re-engagement	
2/7/2025		Phone Call	
			I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class.
		Re-engagement	
2/7/2025		Phone Call	
			I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. I also sent a text message.
		Re-engagement	
2/7/2025		Phone Call	
			I contacted the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. No response. Sent a text message.
		Re-engagement	
2/7/2025		Phone Call	
			I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class but would like to transfer to a PM class.
		Re-engagement	
2/7/2025		Phone Call	
			I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class.
		Re-engagement	
2/7/2025		Phone Call	
			I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class, but would like to transfer to an AM class.
		Re-engagement	
2/7/2025		Phone Call	
			I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student wants to transfer to a different site. I will follow up on this request.
		Re-engagement	
2/7/2025		Phone Call	
			I contacted the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. No response. Sent a text.
		Re-engagement	
2/7/2025		Phone Call	Update: The student called me back and has agreed to return to class.

[redacted] [redacted]

2/7/2025	Re-engagement hone Call	The student's phone number is invalid so I called her emergency contact and left a voicemail with the following information: our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly.
2/7/2025	Re-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class, but would like to transfer to a PM class.
2/7/2025	Re-engagement hone Call	I contacted the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. Their phone is out of service.
2/7/2025	Re-engagement hone Call	I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly.
2/7/2025	Re-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class.
2/7/2025	Re-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class.
2/7/2025	Re-engagement hone Call	I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. I also sent a text message.
2/7/2025	Re-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student is attending another school and wants to be disenrolled.
2/7/2025	Re-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student wants to be disenrolled.
2/7/2025	Re-engagement hone Call	I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. Update: The student called me back and has agreed to return to class.
2/7/2025	Re-engagement hone Call	I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. I also sent a text message.
2/7/2025	Re-engagement hone Call	I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. I also sent a text message.
2/7/2025	Re-engagement hone Call	I contacted the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. Phone is not in service.
2/7/2025	Re-engagement hone Call	I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. I also sent a text message and contacted the student's emergency contact.
2/7/2025	Re-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class.
2/7/2025	Re-engagement hone Call	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student has agreed to return to class.
2/7/2025	Re-engagement hone Call	I contacted the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. No response. I sent a text message.
2/7/2025	Re-engagement hone Call	Update: The student contacted me back and agreed to return to class.

[redacted]			
		e-engagement	I spoke to the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly. The student is unable to attend class due to his work schedule.
2/7/2025		hone Call	He would like to be disenrolled.
		e-engagement	I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued
2/7/2025		hone Call	devices if not attending regularly. I also sent a text message.
		e-	
		ngagement	
2/10/2025		hone Call	Due to medical reasons, the student is unable to attend school.
		e-	The student has been contacted and reminded about the attendance
		ngagement	policy. She acknowledged and mentioned that she will attend starting
2/18/2025		hone Call	February 19th.
		e-	The student has been contacted and reminded about the attendance
		ngagement	policy. He acknowledged and mentioned that he will attend starting
2/18/2025		hone Call	February 19th.
		e-	
		ngagement	The student has been contacted and reminded about the attendance
2/18/2025		hone Call	policy. She mentioned that she started college and will not return to HCCTS
		e-	The student has been contacted and reminded about the attendance
		ngagement	policy. She mentioned that she has some health issues and is not able to
2/18/2025		hone Call	attend the classes at the moment
		e-	
		ngagement	Called the student a few times to remind him about the attendance policy,
2/28/2025		hone Call	but the phone number was out of service.
		e-	student has requested to be disenrolled, as he is no longer interested in
		ngagement	continuing school. Additionally, he has asked not to be contacted regarding
2/28/2025		hone Call	this matter.
		e-engagement	I called the student's emergency contact and she told me that [redacted]
3/3/2025		hone Call	moved to another state and will no longer attend HCCS.
			I couldn't leave a vm, so I sent a text message regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
		e-engagement	Update: The student called me back. He moved to another city and would
3/3/2025		hone Call	like to be disenrolled.
		e-	I tried calling [redacted] on 3/3/2025 to explain they are at risk of
		ngagement	being dropped and encourage them to come, but the phone that we have
3/3/2025		hone Call	from him does not work.
		e-engagement	
3/3/2025		hone call	left the voice mail, encouraged to come back to school.
			I tried [redacted] on 3/3/2025. I explained to them that they are at risk of
		e-	being dropped. I encouraged more frequent attendance and offered
		ngagement	assistance with any scheduling or support needs.
3/3/2025		hone Call	[redacted] was pregnant and she will come back today.
			I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
		e-engagement	Update: The student contacted me. Due to his health, he will not be able to
3/3/2025		hone Call	attend class, so he requested to be disenrolled.
			I left a detailed vm for the student regarding our attendance policy,
		e-engagement	returning to school by March 7th, and returning school issued devices if not
3/3/2025		hone Call	attending regularly.
			I spoke to the student regarding our attendance policy, returning to school
		e-engagement	by March 7th, and returning school issued devices if not attending
3/3/2025		hone Call	regularly. The student has agreed to return to class.
			I spoke to the student regarding our attendance policy, returning to school
		e-engagement	by March 7th, and returning school issued devices if not attending
3/3/2025		hone Call	regularly. The student has agreed to return to class.

[redacted]	[redacted]		
3/3/2025		Re-engagement Phone Call	I couldn't leave a vm, so I sent a text message regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
3/3/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student is close to giving birth, so she would like to disenroll.
3/3/2025		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
3/3/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school-issued devices if not attending regularly. The student wants to transfer to CICA.
3/3/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student requested to be disenrolled.
3/3/2025		Re-engagement Phone Call	The student's phone has the blocking feature on, so I couldn't leave a vm or text message.
3/3/2025		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school as soon as possible, and returning school issued devices if not attending regularly.
3/3/2025		Re-engagement Phone Call	I couldn't leave a vm, so I sent a text message regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
3/3/2025		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
3/3/2025		Re-engagement Phone Call	I could not leave a vm, so I sent a text message regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
3/3/2025		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
3/3/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
3/3/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
3/3/2025		Re-Engagement Phone Call	I called [redacted] on 3/3/2025. I explained to them that they are at risk of being dropped. I encouraged more frequent attendance and offered assistance with any scheduling or support needs. He said that he would come today.
3/4/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
3/4/2025		Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
3/4/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has already returned to class.
3/4/2025		e-engagement hone call	student did not pick up the phone. I left the voicemail.
3/4/2025		Re-engagement Phone Call	I was unable to leave a vm, so I sent a text message regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
3/4/2025		Re-engagement Phone Call	I spoke to the student's emergency contact, and he said he would relay the information to the student.

[redacted]			
	3/4/2025	Re-engagement Phone Call	The number on record is incorrect. I called the student's emergency contact, and he said he would relay my message.
	3/4/2025	re-engagement phone call	Spoke to the student. He stated, that his work schedule does not permitting him to attend the school more frequently. But he promised to start attending classes.
	3/4/2025	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
	3/4/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class
	3/4/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
	3/4/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
	3/4/2025	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
	3/4/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
			I was unable to leave a vm, so I sent a text message regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
	3/4/2025	Re-engagement Phone Call	Update: The student messaged me back and informed me that she will not be returning to school.
	3/4/2025	Re-engagement Phone Call	I called the student's emergency contact, and she said she would forward the information to the student.
	3/4/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
	3/4/2025	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
			I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student would like to transfer to a PM class, but mentioned that her site is not offering PM classes. I will call her back to follow up on this information.
	3/4/2025	Re-engagement Phone Call	Update: The student will return to class to prevent being disenrolled, while the school resolves this situation and offers a PM class.
	3/4/2025	Re-engagement Phone Call	I could not leave a vm, so I sent a text message regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
	3/4/2025	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
	3/4/2025	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
	3/4/2025	re-engagement phone call	I spoke to the student. She stated that due to her afternoon work schedule she is not able to attend the am classes. She asked to be transferred to the am classes. She promised to come back to school.
	3/5/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has already returned to class.

[redacted]			I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
		Re-engagement	She informed me that her son will undergo surgery and she will need to miss school to care for him, so I shared information on how she can request LOA.
	3/5/2025	Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
		Re-engagement	I called the student, but the phone number on record is incorrect. I also called his emergency contact, but it was also the wrong number.
	3/5/2025	Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
	3/5/2025	Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school-issued devices if not attending regularly. The student would like to disenroll.
	3/5/2025	Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student is caring for his children and no longer can attend in-person classes. He wants to transfer to CICA.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has already returned to class.
	3/5/2025	Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has already returned to class.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
	3/5/2025	Phone Call	Note: I sent the student's new number to the registration team.
		Re-engagement	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
	3/5/2025	Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student wants to disenroll.
		Re-engagement	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
	3/5/2025	Phone Call	Update: The student called me back and agreed to return to class.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
	3/5/2025	Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
		Re-engagement	Update: The student contacted me and would like to be disenrolled.
	3/5/2025	Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.

[redacted]	[redacted]		
3/5/2025	Re-engagement Phone Call	I left a detailed vm for the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly.
3/5/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has already returned to class.
3/5/2025	Re-engagement Phone Call	I called the student and her emergency contact. Both numbers are out of service.
3/5/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
3/5/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class.
3/5/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by March 7th, and returning school issued devices if not attending regularly. The student has agreed to return to class. Note: Due to her work schedule, she wants to transfer to an AM class. She also wants to transfer to another school site because she is moving, but she doesn't know which site will be the nearest to her. She will look online through our list of locations to determine where she'd like to transfer to and then she will contact the enrollment team.
3/7/2025	Re-Engagement Phone call	I called [redacted] to check in on her since she hasn't came to school in two weeks and she told me that she has been extremely sick with either the flu or covid she's not too sure, but she has been home resting. she's feeling a little better today and is hoping she can come back to class on monday.
3/7/2025	Re-Engagement Phone call	I called [redacted] and encouraged him to come to class more frequently and he said he would try to come to class on monday.
3/7/2025	Re-engagement Phone Call	The student returned my call and agreed to return to class today.
3/7/2025	Re-Engagement Phone call	I spoke to [redacted] and sent a message to encourage better attendance she mentioned when I was talking to her that she thought we didn't have any class and that is why she had not came but I told her we have had classes and that whenever we don't have classes the teachers would announce during class ahead of time.
3/7/2025	Re-Engagement Phone call	I spoke to [redacted] and encouraged him to come to class more. he mentioned he would be coming to class on monday and i also sent him the attendance video and told him to please watch it.
3/7/2025	Re-Engagement Phone call	I spoke to student and he mentioned to me that he moved to san francisco and would not be coming back to highlands.
3/7/2025	Re-Engagement Phone call	I spoke to [redacted] and she mentioned that she would not be attending highlands anymore because she has moved to san francisco.
3/14/2025	Re-Engagement Phone call	Texted/Called the student about attendance expectations. Offered support if needed.
3/28/2025	Re-Engagement Phone call	I called [redacted] and she told me that she will be coming back to class on thursday 4/3/25 she fell this past week and got really hurt on both of her knees so she is taking some time to heal and feel better.
4/1/2025	Re-engagement phone call	Called the student, informed about school`s attendance policy, invited back to the class.

[redacted]	[redacted]		
		Re-Engagement	I spoke to [redacted] to encourage better attendance and she explained that due to her job schedule and her getting out so late its been very difficult for her to get to class. she had previously mentioned about considering online classes and today when I spoke to her she wanted me to help her transfer to online classes. I was not sure if cica was accepting level 0 students and decided to send her the main office phone number so that they could
	4/1/2025	Phone call	better inform her of her options for online classes.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
	4/30/2025	Phone Call	The student has agreed to return to class.
			I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
		Re-engagement	Update: The student returned my text and told me that she can no longer
	4/30/2025	Phone Call	attend school.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not
	4/30/2025	Phone Call	attending regularly.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not
	4/30/2025	Phone Call	attending regularly.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not
	4/30/2025	Phone Call	attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
	4/30/2025	Phone Call	The student wants to transfer to CICA.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
	4/30/2025	Phone Call	The student has agreed to return to class.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not
	4/30/2025	Phone Call	attending regularly.
			I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
		Re-engagement	
	4/30/2025	Phone Call	Update: The student returned my call and has agreed to return to class.
			I was unable to leave a voicemail, but I sent the student a detailed text
		Re-engagement	message regarding our attendance policy, returning to school by May 2nd,
	4/30/2025	Phone Call	and returning school-issued devices if not attending regularly.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not
	4/30/2025	Phone Call	attending regularly.
		Re-engagement	The student's phone number is not in service. I called the student's emergency contact and left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning
	4/30/2025	Phone Call	school-issued devices if not attending regularly.
			I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
		Re-engagement	Note: The student's phone number is out of service. I called his emergency
	4/30/2025	Phone Call	contact and was able to get a hold of him.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
	4/30/2025	Phone Call	The student has agreed to return to class.

[redacted]			
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
4/30/2025		Phone Call	He wants to transfer to CICA.
		Re-engagement	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
4/30/2025		Phone Call	Update: The student returned my text and has agreed to return to class.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
4/30/2025		Phone Call	The student returned to class yesterday.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not
4/30/2025		Phone Call	attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
4/30/2025		Phone Call	The student has agreed to return to class.
		Re-engagement	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 2nd,
4/30/2025		Phone Call	and returning school-issued devices if not attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
4/30/2025		Phone Call	The student has agreed to return to class.
		Re-engagement	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 2nd,
4/30/2025		Phone Call	and returning school-issued devices if not attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
4/30/2025		Phone Call	The student returned to class today.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly. The student can no longer attend school due to her work schedule and
4/30/2025		Phone Call	would like to be disenrolled.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not
4/30/2025		Phone Call	attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
4/30/2025		Phone Call	The student has returned to class.
		Re-engagement	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
4/30/2025		Phone Call	Note: The student returned my call and has agreed to return to class.
		Re-engagement	The student's phone number is not in service. I contacted the student's emergency contact and sent a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-
4/30/2025		Phone Call	issued devices if not attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly. The student can no longer attend school due to his work schedule and
4/30/2025		Phone Call	would like to be disenrolled.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
4/30/2025		Phone Call	The student wants to transfer to CICA.

[redacted]

4/30/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
4/30/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
4/30/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
4/30/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
5/1/2025	Re-engagement Phone Call	I was unable to get a hold of the student, so I sent the student a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
		I was unable to get a hold of the student, so I sent the student a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
5/1/2025	Re-engagement Phone Call	Update: The student returned my call. She was unaware of her transfer to an AM class. I gave her all the details, and she will attend class tomorrow.
5/1/2025	Re-engagement Phone Call	I was unable to reach the student, so I sent a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
5/1/2025	Re-engagement Phone Call	I was unable to reach the student, so I sent a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
5/1/2025	Re-engagement Phone Call	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
5/1/2025	Re-engagement Phone Call	I was unable to reach the student, so I sent a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
		I was unable to reach the student, so I sent his emergency contact a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
		Update: The student returned my call. He has agreed to return to class tomorrow.
5/1/2025	Re-engagement Phone Call	Note: The student's new number is: [redacted]
5/1/2025	Re-engagement Phone Call	I was unable to reach the student, so I sent a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
5/1/2025	Re-engagement Phone Call	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
5/1/2025	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
5/1/2025	Re-engagement Phone Call	I called the student a second time. Waiting on a response.

	[redacted]		
5/1/2025		Re-engagement Phone Call	The student's phone number is not in service. I contacted the student's emergency contact and sent a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
5/1/2025		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
5/1/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly. The student can no longer attend school, due to her work schedule, and would like to be disenrolled.
5/1/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
5/1/2025		Re-engagement Phone Call	I was unable to reach the student, so I sent a detailed text message regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
5/1/2025		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 2nd, and returning school-issued devices if not attending regularly.
5/13/2025		Re-engagement Phone Call	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.
5/13/2025		Re-engagement Phone Call	The student and his emergency contact were unreachable. The student's phone blocked my text messages and calls. His emergency contact's number was invalid.
5/13/2025		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly. Update: The student returned my message and has agreed to return to class.
5/13/2025		Re-engagement Phone Call	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.
5/13/2025		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.
5/13/2025		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly. Update: The student returned my message. Due to her work schedule, she is unable to attend class and would like to be disenrolled.
5/13/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly. The student is moving to another state and wants to be disenrolled from school.
5/13/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
5/13/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
5/13/2025		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly Update: The student returned my call and has agreed to return to class.

[redacted]			
	Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.	
5/13/202	Phone Call	The student has agreed to return to class.	
	Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.	
5/13/202	Phone Call	The student has agreed to return to class.	
	Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.	
5/13/202	Phone Call	The student wants to transfer to CICA.	
	Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.	
5/13/202	Phone Call	The student has agreed to return to class.	
	Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not	
5/13/202	Phone Call	attending regularly.	
	Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not	
5/13/202	Phone Call	attending regularly.	
	Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.	
5/13/202	Phone Call	The student wants to transfer to CICA.	
	Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not	
5/13/202	Phone Call	attending regularly.	
		I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.	
	Re-engagement	Update: The student returned my message and has agreed to return to	
5/13/202	Phone Call	class.	
	Re-engagement	The student and her emergency contact are unreachable. Both numbers	
5/13/202	Phone Call	are out of service.	
	Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not	
5/13/202	Phone Call	attending regularly.	
	Re-engagement	I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.	
5/13/202	Phone Call	The student has already returned to class.	
		I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.	
	Re-engagement	Due to his busy work schedule, the student cannot attend class and would	
5/13/202	Phone Call	like to be disenrolled.	
	Re-engagement	The student's phone number is not in service. I called the student's emergency contact and sent a detailed text message for the student regarding our attendance policy, returning to school by May 16, and	
5/13/202	Phone Call	returning school-issued devices if not attending regularly.	
	Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not	
5/13/202	Phone Call	attending regularly.	
		I spoke to the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.	
	Re-engagement	The student mentioned that he's been on LOA since April and will return in	
5/13/202	Phone Call	June. I emailed the enrollment team to verify.	
	Re-engagement	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 16,	
5/13/202	Phone Call	and returning school-issued devices if not attending regularly.	
	Re-engagement	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by May 16,	
5/13/202	Phone Call	and returning school-issued devices if not attending regularly.	

			I left a detailed voicemail for the student regarding our attendance policy, returning to school by May 16, and returning school-issued devices if not attending regularly.
[redacted]			
		Re-engagement	Update: The student returned my message and has agreed to return to
5/13/2025		Phone Call	class.
			I spoke to the student regarding our attendance policy, returning to school
		Re-engagement	by May 16, and returning school-issued devices if not attending regularly.
5/13/2025		Phone Call	The student wants to transfer to CICA.
			I spoke to the student regarding our attendance policy, returning to school
		Re-engagement	by May 16, and returning school-issued devices if not attending regularly.
5/13/2025		Phone Call	The student has agreed to return to class.
			I spoke to the student regarding our attendance policy, returning to school
		Re-engagement	by May 16, and returning school-issued devices if not attending regularly.
5/13/2025		Phone Call	The student wants to transfer to CICA.
			I spoke to the student regarding our attendance policy, returning to school
		Re-engagement	by May 16, and returning school-issued devices if not attending regularly.
5/13/2025		Phone Call	The student has agreed to return to class.
			I spoke to the student regarding our attendance policy, returning to school
		Re-engagement	by May 16, and returning school-issued devices if not attending regularly.
5/14/2025		Phone Call	The student wants to transfer to a PM class.
			I was unable to leave a voicemail, but I sent the student a detailed text
		Re-engagement	message regarding our attendance policy, returning to school by May 16,
5/14/2025		Phone Call	and returning school-issued devices if not attending regularly.
			I left a detailed voicemail for the student regarding our attendance policy,
		Re-engagement	returning to school by May 16, and returning school-issued devices if not
5/14/2025		Phone Call	attending regularly.
			I spoke to the student regarding our attendance policy, returning to school
		Re-engagement	by May 16, and returning school-issued devices if not attending regularly.
5/14/2025		Phone Call	The student has agreed to return to class.
			I left a detailed voicemail for the student regarding our attendance policy,
		Re-engagement	returning to school by May 16, and returning school-issued devices if not
5/14/2025		Phone Call	attending regularly.
		Re-engagement	
5/14/2025		Phone Call	I was unable to reach the student or his emergency contact.
			I left a detailed voicemail for the student regarding our attendance policy,
		Re-engagement	returning to school by May 16, and returning school-issued devices if not
5/14/2025		Phone Call	attending regularly.
		Re-engagement	The student's phone number is not in service. I called the student's
5/14/2025		Phone Call	emergency contact, but he hung up on me.
			I was unable to leave a voicemail, but I sent the student a detailed text
		Re-engagement	message regarding our attendance policy, returning to school by May 16,
5/14/2025		Phone Call	and returning school-issued devices if not attending regularly.
			I spoke to the student regarding our attendance policy, returning to school
		Re-engagement	by May 16, and returning school-issued devices if not attending regularly.
5/14/2025		Phone Call	The student has agreed to return to class.
		Re-Engagement	The student mentioned that she is not able to attend classes due to
5/30/2025		Phone Call	pregnancy, and her baby is due on June 10
		Re-Engagement	
5/30/2025		Phone Call	The phone is currently out of service.
		Re-Engagement	The student has been contacted and mentioned that she will return to
5/30/2025		Phone Call	class on June 6th
		Re-Engagement	The student has been contacted and mentioned that he will return to class
5/30/2025		Phone Call	on June 6

[redacted]	[redacted]	Re-Engagement Phone Call	Student stated she is currently unable to attend classes due to personal circumstances
[redacted]	[redacted]	Re-Engagement Phone Call	The student is currently unable to attend classes due to health-related issues
[redacted]	[redacted]	Re-Engagement Phone Call	The student is currently unable to attend classes due to full-time employment
[redacted]	[redacted]	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
[redacted]	[redacted]	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student wants to be disenrolled.
[redacted]	[redacted]	Re-engagement Phone Call	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. Update: The student returned my call and would like to be disenrolled.
[redacted]	[redacted]	Re-engagement Phone Call	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
[redacted]	[redacted]	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
[redacted]	[redacted]	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
[redacted]	[redacted]	Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
[redacted]	[redacted]	Re-engagement Phone Call	Update: The student returned my call and would like to be disenrolled.
[redacted]	[redacted]	Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
[redacted]	[redacted]	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
[redacted]	[redacted]	Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
[redacted]	[redacted]	Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
[redacted]	[redacted]	Re-engagement Phone Call	The student's phone number is not in service. I called the student's emergency contact and left a detailed message for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
[redacted]	[redacted]	Re-engagement Phone Call	The student's phone number is not in service. I called the student's emergency contact and left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
[redacted]	[redacted]	Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.

[redacted]			
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/3/2025		Phone Call	The student has agreed to return to class.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not
6/3/2025		Phone Call	attending regularly.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not
6/3/2025		Phone Call	attending regularly.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not
6/3/2025		Phone Call	attending regularly.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not
6/3/2025		Phone Call	attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/3/2025		Phone Call	The student has agreed to return to class, but wants to transfer to CICA.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not
6/3/2025		Phone Call	attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/3/2025		Phone Call	The student has agreed to return to class.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/3/2025		Phone Call	The student wants to be disenrolled.
		Re-engagement	The student's phone number is not in service. I called the student's emergency contact and was unable to leave a vm, so I sent a detailed message for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending
6/3/2025		Phone Call	regularly.
			I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
		Re-engagement	Update: The student's phone number and emergency contact number are
6/3/2025		Phone Call	the same, and the number is incorrect. The student is unreachable.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not
6/3/2025		Phone Call	attending regularly.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/3/2025		Phone Call	The student has agreed to return to class.
		Re-engagement	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not
6/3/2025		Phone Call	attending regularly.
			I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
		Re-engagement	Update: The student returned my message and has agreed to return to
6/4/2025		Phone Call	class.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025		Phone Call	The student has agreed to return to class.
		Re-engagement	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025		Phone Call	The student wants to be disenrolled.

[redacted]			
		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
6/4/2025			
		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
6/4/2025			
		Re-engagement Phone Call	The student's phone number is not in service. I called her emergency contact, but they told me I had the wrong number.
6/4/2025			
		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
6/4/2025			
		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student wants to be disenrolled.
6/4/2025			
		Re-engagement Phone Call	I was unable to leave a voicemail, but I sent the student a detailed text message regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025			
		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
6/4/2025			
		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student wants to be disenrolled.
6/4/2025			
		Re-engagement Phone Call	The student responded to my text message and has agreed to return to class.
6/4/2025			
		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025			
		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student wants to be disenrolled.
6/4/2025			
		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025			
		Re-engagement Phone Call	The student's phone number is not in service. I called the student's emergency contact, and she will have her call me back. I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025			
		Re-engagement Phone Call	Update: The student returned my call. She recently got a job and is unable to attend class. She would like to be disenrolled, but will be re-registering for next school year.
6/4/2025			
		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025			
		Re-engagement Phone Call	Update: The student returned my call and has agreed to return to class. I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
6/4/2025			
		Re-engagement Phone Call	Note: The student's emergency contact gave me the student's new number: [redacted]
6/4/2025			
		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student wants to be disenrolled.
6/4/2025			

[redacted]	[redacted]	[redacted]	
6/4/2025		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025		Re-engagement Phone Call	The student responded to my text message and has agreed to return to class.
6/4/2025		Re-engagement Phone Call	Due to a language barrier, I sent a detailed text message in the student's native language regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. Waiting on a response.
6/4/2025		Re-engagement Phone Call	The student returned my call. He wants to disenroll from HCCS and transfer to CICA.
6/4/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student wants to disenroll from in-person classes and transfer to CICA. I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025		Re-engagement Phone Call	Update: The student returned my message and has agreed to return to class.
6/4/2025		Re-engagement Phone Call	The student responded to my text message and has agreed to return to class.
6/4/2025		Re-engagement Phone Call	The student returned my call and has agreed to return to school.
6/4/2025		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
6/4/2025		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. Update: The student returned my call and has agreed to return to class.
6/4/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
6/4/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
6/4/2025		Re-engagement Phone Call	I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025		Re-engagement Phone Call	Due to a language barrier, I sent a detailed text message in the student's native language regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. Waiting on a response.
6/4/2025		Re-engagement Phone Call	Update: The student has agreed to return to school.

			I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025		Re-engagement Phone Call	Update: The student returned my message and has agreed to return to class.
6/4/2025		Re-engagement Phone Call	I spoke to the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly. The student has agreed to return to class.
			I left a detailed voicemail for the student regarding our attendance policy, returning to school by June 6, and returning school-issued devices if not attending regularly.
6/4/2025		Re-engagement Phone Call	The student returned my phone call and confirmed that she has already returned to class.
3/3/2025		Re-engagement reply	Student texted back saying they will attend again beginning tomorrow.
1/10/2025		Re-engagement response	The student attended class- had been working a lot.
1/13/2025		Re-engagement response	The student responded they are interested in transferring to online classes as they are unable to attend class due to work schedule. Emailed enrollment and provided with enrollment phone number.
1/14/2025		Re-engagement response	The student attended class.
1/15/2025		Re-engagement response	Per student said they cannot to school because they are very busy with work. Provided enrollment phone number in case PM schedule was more convenient.
1/15/2025		Re-engagement response	The student said they cannot attend class in person and was wondering about his waiting list status for online classes. Emailed enrollment and provided with enrollment phone number.
5/23/2025		Re-engagement Response	The student called back and said he had been unable to attend class but still wants to attend. Per student will return after the weekend and holiday on May 27, 2025.
11/20/2024		Re-Engagement Text	[redacted]exted student letting them know that there are many options and support available for coming back to class. Student was informed that they could be dropped due to lack of attendance.
11/20/2024		Re-Engagement Text	I sent a text to [redacted] stating that she is at risk of being dropped. I expressed that she has AM and PM options and I can support her with coming back to class.
11/21/2024		Re-Engagement Text	Student contacted about risk of being dropped due to lack of attendance.
11/21/2024		Re-Engagement Text	Student contacted about risk of being dropped due to attendance. Responded that she will figure out her schedule with work and try to come back.
1/29/2025		Re-Engagement Text	Texted student
1/29/2025		Re-Engagement Text	Texted student for re-engagement
1/29/2025		Re-Engagement Text	Texted student to re engage
1/29/2025		Re-Engagement Text	Texted student to return to class.

[redacted]

		Re-Engagement	
2/18/2025		Text	[redacted] texted asking when student can return to class.
		Re-Engagement	
2/18/2025		Text	[redacted] texted to come to class.
		Re-Engagement	
2/18/2025		Text	Texted student to see when they can come to class.
		Re-Engagement	
2/18/2025		Text	[redacted] texted student to come to class.
		Re-Engagement	
4/2/2025		Text	Texted student asking when they would return to class.
		Re-Engagement	I sent [redacted] a message to encourage better attendance and I also
3/7/2025		Text message	sent him the attendance video.
		Re-Engagement	I tried calling [redacted] but he didn't answer and I sent him a text message
3/7/2025		Text message	encouraging him to attend class more often.
		Re-Engagement	I tried calling [redacted] but I believe her phone was off and so I sent a message to encourage more frequent attendance and I also sent the attendance video so that she understands the importance of coming to
3/7/2025		Text message	class.
		Re-Engagement	I tried calling [redacted] but she didn't answer and so I sent her a message to
3/7/2025		Text message	encourage better attendance. I also sent her the attendance video.
		Re-Engagement	I tried callin [redacted] but she didn't answer and I sent her a message to see if there's anything I can do to help her so that she can continue to be a
3/7/2025		Text message	highlands. I also wanted to just check in with her to see how she is doing.
		Re-Engagement	I sent [redacted] a message to encourage better attendance and i also sent him the attendance video so that he could understand the importance of
3/7/2025		Text message	attending class more frequently.
		Re-Engagement	I sent student a message to encourage better attendance and I also sent her the attendance video but I realized afterwards that this student had
3/7/2025		Text message	previously told me that she would not be attending highlands anymore.
		Re-Engagement	I sent student a message to encourage better attendance. I also made sure to send him the attendance video to make sure he understands the
3/7/2025		Text message	importance of attending class.
		Re-Engagement	I tried calling [redacted] but he did not answer and so I sent him a message to encourage better attendance and i also sent him the attendance video
3/7/2025		Text message	so that he understood the importance of coming to class more frequently.
		Re-Engagement	reached out to [redacted] on 3/7/25 to encourage better attendance and also sent him the attendance video so that he understood the importance
3/10/2025		Text message	of coming to school more frequently.
		Re-Engagement	reached out to [redacted] on 3/7/25 to encourage better attendance and also sent her the attendance video so that she understood the importance of
3/10/2025		Text message	coming to school more frequently.
		Re-Engagement	Sent a message to encourage better attendance and I also sent the
3/14/2025		Text message	attendance video link.
		Re-Engagement	Sent a message to [redacted] to encourage better attendance and I also sent the attendance video link so that he understood the importance of coming
3/14/2025		Text message	to school more often.
		Re-Engagement	I tried calling [redacted] and he did not answer but I sent him a message to
3/21/2025		Text message	encourage better attendance. I also sent him the attendance video.

[redacted] [redacted]

3/28/2025	Re-Engagement Text message	I called [redacted] but he did not answer. I also sent him a message to encourage better attendance.
3/28/2025	Re-Engagement Text message	I sent [redacted] a message to encourage better attendance and I sent her the attendance video so that she understands the importance of coming to class more often.
3/28/2025	Re-Engagement Text message	I tried calling [redacted] but the call went straight to voicemail and so I sent her a message to encourage more frequent attendance.
11/20/2024	Re-Engagement Text Response	[redacted] informed me she will return to class next week. She was out due to a change in her work schedule.
11/21/2024	Re-Engagement Text Response	Student said she has been taking care of her mother. Will attempt to return to class after Thanksgiving break.
2/13/2025	Re-engagement Text Response	Student text back and said her son had medical appointments. Said she will come back tomorrow.
2/18/2025	Re-Engagement Text Response	Student is sick and will return to class next week.
2/18/2025	Re-Engagement Text Response	Student said she will try to come to class this week.
2/18/2025	Re-Engagement Text Response	Student informed me that they are working daily and can't come to class yet.
2/19/2025	Re-engagement Text Response	Student says she is sick. Will return next week when she recovers.
11/26/2024	Re-engagement Update	The family member informed me via text that the student is out of the country, will not be able to attend class, and can be disenrolled. Emailed enrollment team.
11/26/2024	Re-engagement Update	The family member informed me via text that the student is out of the country, will not be able to attend class, and can be disenrolled. Emailed enrollment team.
11/27/2024	Re-engagement Update	The student texted me back promising to start attending school again
12/27/2024	Re-engagement Update	Student texted me back saying that they moved to the different state therefore she is NOT interested in attending school
12/27/2024	Re-engagement Update	Student texted me back promising to come to school
12/27/2024	Re-engagement Update	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6
12/27/2024	Re-engagement Update	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student can't attend classes because he found a job. Shared address (Grand) to return school issued phone.
3/4/2025	Re-engagement Update	Student called me back and promised to come to school this week. She had a family emergency that's why she didn't attend school, provided information regarding LOA
3/26/2025	Re-engagement Update	The student called me informing that he can't make it to take CASAS this week and is unable to enroll as of now due to personal situation.
3/26/2025	Re-engagement Update	The student texted me back informing he is not able to attend school as of now, therefore he is not interested in enrolling to school on this cohort.

[redacted]

3/26/2025	Re-engagement Update	Student called me back informing that he is out of state now and is not able to enroll to school now on the cohort 11.
3/26/2025	Re-engagement Update	Home/mailing addresses were updated
3/26/2025	Re-engagement Update	Home/mailing addresses were updated
3/27/2025	Re-engagement Update	Home/mailing addresses were updated
4/2/2025	Re-engagement Update	Home and mailing addresses were updated.
4/2/2025	Re-engagement Update	Home and mailing addresses were updated.
4/2/2025	Re-engagement Update	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. The student informed me of being in the process of transferring to CICA
4/7/2025	Re-engagement Update	The student walked in asking for the enrollment status update. Contacted SOR. The student is still waitlisted. Provided the update to the student.
4/7/2025	Re-engagement Update	Phone number was updated
4/7/2025	Re-engagement Update	Home/mailing addresses were updated
4/7/2025	Re-engagement Update	Home/mailing addresses were updated
4/8/2025	Re-engagement Update	The student walked in asking for the enrollment status update. Contacted SOR. The student is still waitlisted. Provided the update to the student.
4/8/2025	Re-engagement Update	Received an update on the enrollment status from the enrollment team. The student is still waitlisted for the Folsom location. Contacted [redacted] for language support with reaching out to the student and providing the update
4/8/2025	Re-engagement Update	The student called me back informing he is out of the town and is not able to come to CASAS testing this week, because he will be back in two weeks. I informed the student that if not coming to CASAS this week he will be put back on the waitlist for the next cohort. He was upset hearing this information and shared his disappointment with the new enrollment process and strict time limits for the testing.
4/8/2025	Re-engagement Update	Received an update on the enrollment status from the enrollment team. The student is still waitlisted for the Folsom location. Contacted [redacted] or language support with reaching out to the student and the update
4/9/2025	Re-engagement Update	The phone number was updated
4/9/2025	Re-engagement Update	Home/mailing addresses were updated
4/9/2025	Re-engagement Update	Phone number was updated
4/14/2025	Re-engagement Update	Home/mailing addresses were updated

[redacted]		
5/20/2025	Re-engagement Update	The student called me asking about re-enrollment status. Student received re-engagement call last week regarding attendance and to encourage the student to return to the class. The message stated that the student needs to be back to the class in the coming week (05/19 - 05/23) to avoid the risk of being disenrolled. Student came to the class yesterday and was informed that she was disenrolled on May 18th. Student was really upset because of that and also stated that she was absent because of the family emergency. Student stated that she notified her teacher about it, but the teacher didn't inform her about the opportunity to submit LOA and no Log entries made on PS. Contacted my supervisor for the further assistance.
11/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes and not to be dis-enrolled. Student didn't pick up, left a VM
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending the classes and not to be dis-enrolled. Student didn't pick up, left a VM
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending the classes and not to be dis-enrolled. Student didn't pick up, unable to leave a VM or send a TM. VM and TM blocking is active.
11/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes and not to be dis-enrolled. Student promised to come to school
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending the classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes and not to be dis-enrolled.
11/26/2024	Re-Engagement/Attendance	TM to remind of the importance of attending classes and not to be dis-enrolled.

[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, voicemail box is not set up yet, so I sent a TM
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6, but can't attend classes regularly because of leaving too far from the school location
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to attend classes starting from January 6
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is NOT interested in attending school any more due to studying at college.
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is NOT interested in attending school and asked not to bother her with phone calls any more
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to come to school again starting from January 6 or after
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student can't attend classes because of the work
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6, but can't attend regularly because of the work
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, was unable to leave a VM, so sent a TM
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, was unable to leave a VM, so sent a TM

[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is NOT interested in attending school due to living to far from the school location
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 8
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is NOT interested in attending school any more
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is NOT interested in attending school any more due to attending the different school
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6. The student can't attend classes regularly due to taking care of kids at home.
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is NOT interested in attending school any more
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to school again starting from January 6 or after
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM
	12/26/2024	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student didn't pick up, left a VM, and sent a TM

[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is NOT interested in attending school due to working
12/26/2024			
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Left a VM, and sent a TM
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Left a VM, and sent a TM
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
12/27/2024		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer.
2/3/2025		Re-Engagement/Attendance	Student was asking regarding LOA because she is going on maternity leave. Provided instructions on how to get it.
2/6/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM
2/6/2025		Re-Engagement/Attendance	Phone call reminding on attendance. The student doesn't plan to come back to school.
2/6/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes. Student doesn't plan to come back to school and requested to be dis-enrolled.

[redacted]	[redacted]	Re-Engagement/Attendance	Phone call reminding on attendance. No answer, left a VM
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student promised to come to class
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student can't attend classes now because of working a lot, but plans to come back to school in March
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student has already returned to class.
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student wants to attend school but can't come to class every day because of working. Provided instruction on how to request LOA
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student will not attend school any more and asked to be disenrolled
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to come to school next week
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. left a VM, and sent a TM
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week.
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to come to school tomorrow.
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to come to class this week.
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. left a VM, and sent a TM
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. left a VM, and sent a TM
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week
[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. left a VM, and sent a TM

		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. According to student's situation, provided instructions on how to get LOA
2/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to attend school and start CTE program
2/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. left a VM, and sent a TM
2/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is already attending school this week
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is already attending school this week
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is already attending school this week
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is already attending school this week
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is graduating.
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to come to school this Friday to take a test. She already earned all credits
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to attend
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this Friday
2/19/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student is attending school this week
3/3/2025		Re-Engagement/Attendance	Unreachable - Attempt 1Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Receiving Calls and TM is blocked
3/3/2025		Re-Engagement/Attendance	Unreachable. - Attempt 1 Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Receiving calls is blocked, sent a TM
3/3/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week.
3/3/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student needs just take a final CASAS test to graduate, encouraged him to contact his Couselor
3/3/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to come to school this week

[redacted]			
3/3/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student asked to be disenrolled due to attending college. Emailed the student's request to the enrollment team
3/3/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
3/3/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student needs only to take her final CASAS assessment. Encourages the student to contact her Counselor and schedule the test this week in order not to be dis-enrolled.
3/3/2025		Re-Engagement/Attendance	Unreachable. - Attempt 1 Phone call to remind of the importance of attending classes in order not to be dis-enrolled. The phone number is out of service, was unable to leave a VM, so sent a TM
3/3/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week
3/3/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, voicemail is not set up yet, so I sent a TM
3/3/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
3/4/2025		Re-Engagement/Attendance	Unreachable - Attempt 2- Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Receiving Calls and TM is blocked
3/4/2025		Re-Engagement/Attendance	Attempt 2 - Still unreachable. -Phone call to remind of the importance of attending classes in order not to be dis-enrolled. The phone number is not in service any more, was unable to leave a VM, sent a TM
3/4/2025		Re-Engagement/Attendance	Attempt 2 - Still unreachable. -Phone call to remind of the importance of attending classes in order not to be dis-enrolled. The phone number is not in service any more, was unable to leave a VM, sent a TM -
3/4/2025		Re-Engagement/Attendance	Attempt 2- phone call. Student has already attended school this week and plans to come to school every week
3/4/2025		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week
3/18/2025		Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
3/18/2025		Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
3/18/2025		Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
3/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week.
3/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week
3/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week.
3/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student has already returned to school
3/18/2025		Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM

[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week
3/18/2025			
3/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week.
3/18/2025		Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
3/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week
3/18/2025		Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
3/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. The student has already attended school this week and plans to continue attending
3/18/2025		Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
3/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student doesn't plan to return to school because she has already moved out to the other state. Submitted a disenrollment request to the enrollment team upon the student's request
3/18/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week.
3/19/2025		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week.
3/19/2025		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student has already returned to class
3/19/2025		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week.
3/19/2025		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
3/19/2025		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school this week,
3/19/2025		Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
3/25/2025		Re-Engagement/Attendance	Student called me with the concerns regarding the TM about attendance. Provided an update, his attendance had been marked and added to the system. No need to worry for him. Provided attendance expectations and requirements.
4/1/2025		Re-Engagement/Attendance	The student informed me about their concerns regarding the attendance TM she had got yesterday. Informed the student about the attendance requirements and expectations.
4/2/2025		Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
4/2/2025		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school

[redacted]		Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school.
	4/2/2025	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school.
	4/2/2025	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school next week.
	4/2/2025	Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
	4/2/2025	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student has already returned to class
	4/4/2025	Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
	4/4/2025	Re-Engagement/Attendance	Attempt 2 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school next week.
	4/7/2025	Re-Engagement/Attendance	The student walked in sharing their concerns regarding the new bell schedule. Provided attendance requirements updates.
	4/7/2025	Re-Engagement/Attendance	The student walked in sharing their concerns regarding the new bell schedule. Provided attendance requirements updates
	4/7/2025	Re-Engagement/Attendance	The student walked in sharing their concerns regarding the new bell schedule. Provided attendance requirements updates.
	4/7/2025	Re-Engagement/Attendance	The student walked in sharing their concerns regarding the new bell schedule. Provided attendance requirements updates
	4/22/2025	Re-Engagement/Attendance	The student called to inform me that she will return to school today and attend classes tomorrow as well. Starting from April 28, 2025, she will be able to attend classes regularly. Emailed the updates to the enrollment team.
	5/16/2025	Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
	5/16/2025	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school next week.
	5/16/2025	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school next week
	5/16/2025	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school next week.
	5/16/2025	Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
	5/16/2025	Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, left a VM, and sent a TM
	5/16/2025	Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, was unable to leave a VM, so sent a TM
	5/16/2025	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student doesn't plan to attend school any more.

[redacted]	[redacted]	Re-Engagement/Attendance	Phone call to remind of the importance of attending classes in order not to be dis-enrolled. Student plans to return to school next week
5/16/2025		Re-Engagement/Attendance	Attempt 1 - Phone call to remind of the importance of attending classes in order not to be dis-enrolled. No Answer. Student didn't pick up, was unable to leave a VM, so sent a TM
2/25/2025		Re-Engagements	I called to the student regarding to his attendance, he said he requested to transfer from Salam location to Hillsdale, but nobody called him to inform that he is transferred to Hillsdale.
3/3/2025		Re-engagemnt	I called the student. The student tries to come to school more regularly.
10/21/2024		Re-Engagment	Contacted student for being absent for several days to check on their well-being and encourage their return to class.
10/21/2024		Re-Engagment	Contacted student for being absent for several days to check on their well-being and encourage their return to class.
10/21/2024		Re-Engagment	Contacted the student for being absent for several days to check on them and encourage their return to class.
10/21/2024		Re-Engagment	Contacted the student for being absent for several days to check on them and encourage their return to class.
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10/21/2024		Re-Engagment	Contacted the student for being absent for several days to check on them and encourage their return to class.
10/21/2024		Re-Engagment	Contacted the student for being absent for several days to check on them and encourage their return to class.
10/21/2024		Re-Engagment	Contacted the student for being absent for several days to check on them and encourage their return to class.
11/19/2024		Re-Engagment	[redacted] was contacted regarding absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. Student will begin attending.
11/19/2024		Re-Engagment	[redacted] was contacted in regards to absences a few times. Student is not responding to calls.
11/19/2024		Re-Engagment	[redacted] was contacted in regards to absences. Phone number is unavailable.
11/19/2024		Re-Engagment	We called [redacted] regarding their absence. Student informed us she will not be able to attend anymore. SOR will be informed.
11/19/2024		Re-engagment	Contacted student regarding missing attendance from Oct-Nov 2024. They did not respond. Left a VM.
11/19/2024		Re-Engagment	[redacted] was contacted in regards to her absences. Student is too far and expressed she has no time and would like to drop classes.
11/19/2024		Re-Engagment	We tried contacting [redacted] in regards to the absences. The students phone number is not working.

		Contacted student regarding missing attendance from Oct-Nov 2024. The student has moved to Marconi Ave. Due to a lack of transportation, they cannot attend class.
11/19/2024	Re-engagment	
11/19/2024	Re-Engagment	We attempted to contact [redacted] several times about absences. No response to phone calls.
11/19/2024	Re-Engagment	[redacted] was contacted about absences. Student is not responding to phone calls.
11/19/2024	Re-Engagment	[redacted] as contacted regarding absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs.
11/19/2024	Re-engagment	Reached out to [redacted] via text message regarding his attendance. Student says that they will make their best effort to return to class.
11/19/2024	Re-Engagment	[redacted] was contacted regarding absences. Encouraged more frequent attendance and offered assistance with any scheduling or support needs. Student will need LOA for 2 months due to wife giving birth. LOA start date 11/19/24.
11/20/2024	Re-Engagment	[redacted] was contacted about absences. She informed us that she is working and will no longer attend classes.
2/24/2025	Re-engagment	I called the student to remind him about the attendance policy. The student will try to attend more regularly.
3/24/2025	Re-engagment	The student did not answer. I put a VM to remind him that he has been absent for a long time, and his is in danger of being removed from class roster. I also added if he needs help to improve his attendance, he can talk to his teacher.
2/3/2025	Re-engament	Tried to call the student. No answer. I left a VM to tell the student that he has been absent for a while, and I asked how can we help him to improve his attendance.
11/18/2024	Re-enganement Call	Her number is changed or no longer in service.
11/21/2024	Re-enganement Call	The number is for his brother. He texted me [redacted] phone number and I called him. He will join classes tomorrow. His new number is [redacted].
11/21/2024	Re-enganement Call	When I call the student, It goes to voice mail. So, I leave a voice mail for her.
1/14/2025	Re-enganement Call	He will join to class next day.
1/14/2025	Re-enganement Call	He said " He was sick and he will try to join to the class in next couple of days."
1/14/2025	Re-enganement Call	She did not pick up the call. However, I left a re-engagement voice mail to her.
1/14/2025	Re-enganement Call	He did not pick up the call. However, I left a re-engagement voice mail to him.
1/14/2025	Re-enganement Call	She did not pick up the call. However, I left a re-engagement voice mail to her.
1/24/2025	Re-enganement Call	He did not answer the call. However, I left a voice mail to him.
1/24/2025	Re-enganement Call	He said " He was sick and he will come to the class next Monday."
1/24/2025	Re-enganement Call	She did not pick up the call. However, I left a re-engagement voice mail to her.

[redacted]			
1/24/2025		Re-enganement Call	She was out of town and will join to the class next Monday.
1/24/2025		Re-enganement Call	He did not pick up the call. However, I left a re-engagement voice mail to him.
1/24/2025		Re-enganement Call	He has already been transferred to Hillsdale and will no longer be coming to the college site.
3/3/2025		Re-enganement Call	Invalid Phone Number.
3/3/2025		Re-enganement Call	He moved to San Francisco and He aked if it is possible to be transferred to CICA.
3/3/2025		Re-enganement Call	He moved to San Diego and he already requested to transfer there. He is on the waiting list to enroll there.
3/3/2025		Re-enganement Call	He moved to San Diego and already requested to be transferred there.
3/3/2025		Re-enganement Call	He will join the class tomorrow.
3/3/2025		Re-enganement Call	He said I will join to the class next day"."
3/3/2025		Re-enganement Call	He already attended the class today and he will continue to join the class.
3/3/2025		Re-enganement Call	She moved in another location. However, she said she will join the class next day.
2/14/2025		re: attendance	Victoria has come to class on occasion and signs and takes work thinking that she will get attendance. We have explained it to her that she needs to attend class to receive attendance.
9/12/2024		Regarding Attendance	Did not answer the phone; no voicemail recording was activated.
9/12/2024		Regarding Attendance	Did not answer the phone, so a message was left instead regarding her attendance. She also texted to ask if she could transfer to the am class.
10/4/2024		reminder re: attendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
10/4/2024		reminder re: attendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
10/4/2024		reminder re: attendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
10/4/2024		reminder re: attendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
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10/4/2024		reminder re: attendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
10/4/2024		reminder re: attendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.

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[redacted]

10/4/2024	eminder re: ttendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
10/4/2024	eminder re: ttendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
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10/4/2024	eminder re: ttendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
10/4/2024	eminder re: ttendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
10/7/2024	eminder re: ttendance	Student completed the Algebra class remotely so I texted him to inform/remind him of the attendance policy and that completing work online does not substitute for attending in person.
10/10/2024	eminder re: ttendance	Student is working on the final few credits before graduation. She came to class today and I reminded her that she can't miss more than 10 days in a row or she will be auto-dropped. She wants to confirm whether she will still need to attend after she completes all credits. I advised her to speak with counselor about that.
10/15/2024	eminder re: ttendance	Messages student to remind her about attendance policy and to inform her that she needs to come to class to select the RWR novel/workbook for the other 5 credits in English A. Student replied to say she will be here today.
10/25/2024	eminder re: ttendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
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[redacted]		10/25/2024	reminder re: attendance	Texted student to remind them of new attendance/enrollment policy and to encourage them to come to class next week.
		11/5/2024	reminder re: attendance	Student came to class today and we discussed the new attendance policy. He is aware that if he does not attend for 10 days in a row he is subject to disenrollment.
		5/16/2025	reminder re: attendance and enrollment	Messaged student: I would like to give you some information (and reminders) regarding Highlands' attendance policy and re-enrollment for the next school year. As you have been seeing on the flyers posted in the classroom, Highlands' student attendance expectations have changed. Students must remain in class for a minimum of 15 minutes to receive attendance credit for that period. Next year, starting in August, if a student's attendance drops below 80% they may be disenrolled.
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		5/16/2025	reminder re: attendance and re-enrollmen	Messaged student: I would like to give you some information (and reminders) regarding Highlands' attendance policy and re-enrollment for the next school year. As you have been seeing on the flyers posted in the classroom, Highlands' student attendance expectations have changed. Students must remain in class for a minimum of 15 minutes to receive attendance credit for that period. Next year, starting in August, if a student's attendance drops below 80% they may be disenrolled.
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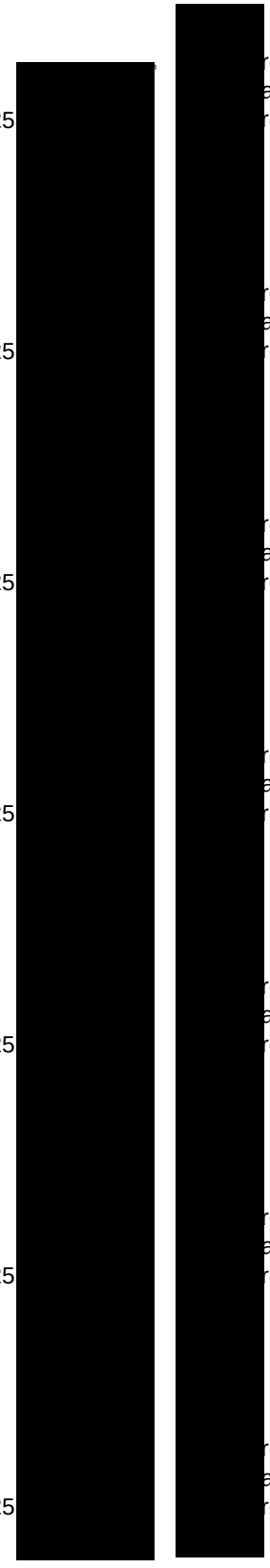

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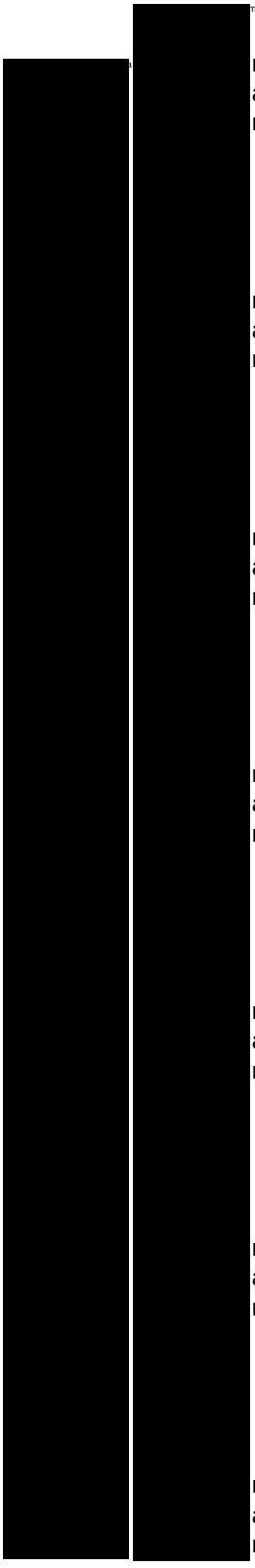

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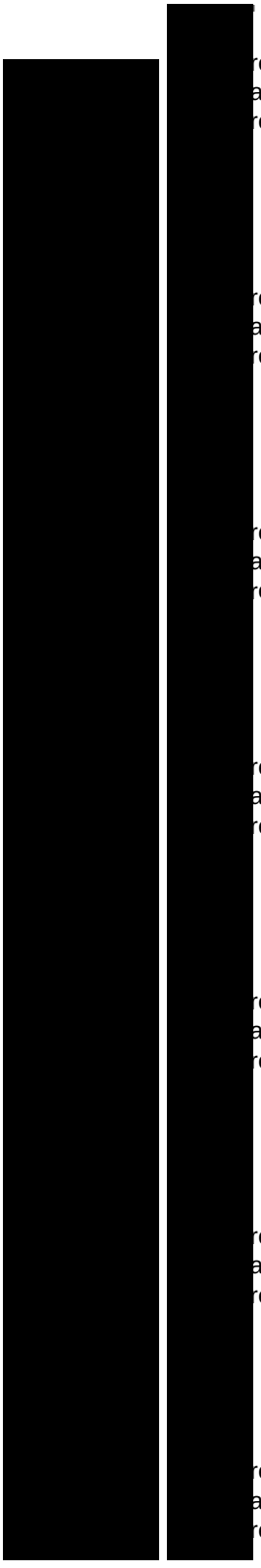

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5/16/2025			
[redacted]		reminder re: attendance and re-enrollmen	I spoke with student today in person regarding Highlands attendance policy for the next academic year. Student understands. I also told her the re-enrollment form will be sent to her student email on June 9th and I offered her my assistance with completing that form if she needs help.
5/20/2025			
[redacted]		Student Absence and Re-engagement	The student was contacted through their school email about their attendance and encouraged to return or risk disenrollment.
3/10/2025			
[redacted]		Student Attendance	Talked with student and assigned (3) homework assignments for the week
9/5/2024			
[redacted]		Student Attendance	Student came to class today for CASAS testing and will come back later this week.
9/10/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week.
9/10/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week.
9/10/2024			
[redacted]		Student Attendance	Student came to class today and took CASAS test
9/10/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week.
9/10/2024			
[redacted]		Student Attendance	Student came to class today and will take CASAS test by the end of the week
9/10/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week.
9/10/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week.
9/10/2024			
[redacted]		Student Attendance	Student came to class today and took CASAS test. Student will be back this week for class.
9/10/2024			
[redacted]		Student Attendance	Student came to class today and took CASAS test
9/10/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week. Student met with ARC counselor for Spring enrollment and FSFA.
9/10/2024			
[redacted]		Student Attendance	Student came to class today and took CASAS test. Student will come back later this week.
9/10/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week.
9/23/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week.
9/23/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week.
9/23/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week.
9/23/2024			
[redacted]		Student Attendance	Student came to class today and will come back later this week.
1/13/2025			

	[redacted]	Student Attendance	Student came to class today and will come back later this week.
1/13/2025	[redacted]	Student Attendance	Student came to class today and will come back later this week.
1/13/2025	[redacted]	Student Attendance	Student came to class today and will come back later this week.
1/13/2025	[redacted]	Student Attendance	Student came to class today and will come back later this week.
1/27/2025	[redacted]	student attendance	student says he will return. He says he is busy. He didn't give a specific date.
1/27/2025	[redacted]	student attendance	He is only able to attend on Thursday and Friday due to his work schedule. He had appointments last week and will return to school this week.
1/27/2025	[redacted]	student attendance	This student is a single dad trying to make it all work. He needs a site closer to his home, but the only offer so far was same distance to our campus. He is working and taking care of 3 children. He will come when he can.
1/27/2025	[redacted]	student attendance	He says he will be back tomorrow as he was ill but he still has come issues. He did not say if he would attend regularly.
1/27/2025	[redacted]	student attendance	He will attend Thursday and Friday when he is off work. There is no room on the evening roster otherwise he would attend after 3:00.
1/27/2025	[redacted]	student attendance	Her and I have previously discussed that she was told at registration that she only has to attend 3 days a week so she goes to college on the other days. She stays as long as she can on those days with me.
1/27/2025	[redacted]	student attendance	Student has been attending both highlands and college. He started CTE 1/27/2025 and will come to my class a couple times a week after construction.
1/27/2025	[redacted]	student attendance	He is unable to come during the day as he is working. He comes at lunch when he can. He continues to wait to get into Ryan's night class.
2/5/2025	[redacted]	Student Attendance	Student came to class yesterday and will come back later this week.
2/5/2025	[redacted]	Student Attendance	Student came to class yesterday and will come back later this week.
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2/5/2025	[redacted]	Student Attendance	Student came to class today and will come back later this week.
2/12/2025	[redacted]	Student Attendance	Student came to class 2/10 and took CASAS test with Proctors.
2/12/2025	[redacted]	Student Attendance	Student came to class 2/10 and took CASAS test with Proctors.
2/12/2025	[redacted]	Student Attendance	Student came to class today and took CASAS test with Proctors.
2/12/2025	[redacted]	Student Attendance	Student came to class 2/10 and took CASAS test with Proctors. Student wants dual enrollment with ARC. Set up meeting with ARC Coord
2/12/2025	[redacted]	Student Attendance	Student came to class today and took CASAS test. Student set up meeting w/ Workforce Dept for Job assistance
2/12/2025	[redacted]	Student Attendance	Student came to class 2/10 and took CASAS test with Proctors.

[redacted]	[redacted]	Student Attendance	Student came to class 2/10 and took CASAS test with Proctors.
2/12/2025		Student Attendance	Student came to class today and will come back later this week.
2/13/2025		Student Attendance	Student came to class today and will come back later this week.
2/13/2025		Student Attendance	Student came to class today and will come back later this week. CASAS Test completed
2/13/2025		student attendance	Student was marked present in period 2 on Jan 31. This was an error. It has been fixed. He was absent. He has not been attending class for several months.
2/13/2025		Student Attendance	Student came to class today and will come back later this week.
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2/13/2025		Student Attendance	Student came to class today and will come back later this week.
3/3/2025		Student Attendance	Student came to class today and will come back later this week.
4/1/2025		Student attendance	Student informed me that she will not be able to attend school this week because her son is sick, but she will continue to work on Edmentum and Workforce at home.
4/1/2025		Student Attendance	Student informed me that she will not be able to attend school for likely the next few days because her son is sick. A doctor's note was provided.
4/2/2025		Student attendance	The student let me know that he will be absent for the rest of the week to be with his wife, who just had a baby. Student will return Monday 4/7
5/7/2025		student attendance	Today, I met with [redacted] to discuss the classroom attendance policy, specifically the requirement that students must remain in class for a minimum of 15 minutes for attendance to be recorded. It has been observed that [redacted] has not remained in class for the required duration.The purpose of this conversation was to clarify the attendance policy and ensure understanding of how time spent in class impacts attendance records and participation.
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5/15/2025	Student Attendance	Contacted the student and explained the school policy requiring students to remain in class for a minimum of 15 minutes to receive attendance credit.
5/16/2025	Student Attendance	The student was spoken to about the expectations of staying in class for the minimum requirement of 15 minutes. Was last in class May 9th, but came back May 16th.
5/29/2025	Student Attendance	I observed this student today attempt to sign in an leave at approximately 11:35 AM. The student had grabbed the sign in sheet without permission and attempted to sign his name while I was assisting another student. The student was unsuccessful at signing his name in as he had grabbed 1st period's sign in sheet which were already crossed off as 1st period had already ended. The student left immediately after realizing this and was unable to be counseled about their actions and the new attendance policies.
5/30/2025	Student Attendance	Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must meet the classroom engagement policy set in the classroom. The student understood the attendance expectation and chose to sign in and not meet the attendance expectation.
5/15/2025	Student Attendance 05/07/2025	Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board. The student understood the attendance expectation and chose to sign in and not meet the time requirements.
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		Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
[redacted]	Student Attendance 05/07/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
5/15/2025	Student Attendance 05/07/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
5/15/2025	Student Attendance 05/08/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
5/15/2025	Student Attendance 05/08/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
5/15/2025	Student Attendance 05/09/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
5/15/2025	Student Attendance 05/09/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
5/15/2025	Student Attendance 05/09/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
5/15/2025	Student Attendance 05/09/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements.

		Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
[redacted]	Student Attendance	
5/15/2025	05/13/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
	Student Attendance	
5/15/2025	05/13/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
	Student Attendance	
5/15/2025	05/13/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
	Student Attendance	
5/15/2025	05/13/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
	Student Attendance	
5/15/2025	05/14/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements. Student was warned of new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom for the set amount of time stated on the board.
	Student Attendance	
5/15/2025	05/15/2025	The student understood the attendance expectation and chose to sign in and not meet the time requirements.
		Student was explained again about updated attendance policies and guidelines and was encouraged to complete the required assignment to ensure proper attendance guidelines were being followed.
	Student Attendance	The student elected to sign in and leave for work without having met the standard that would allow them proper attendance for the first period.
5/16/2025	05/16/2025	
	Student ATtendance	Student was explained to again about the new attendance policies regarding being expected to be in school daily and stay the entire time during their program of study and that they must be engaged in the classroom. The student understood the attendance expectation and chose
5/29/2025	05/28/2025	to sign in and not meet the attendance expectations.
	Student attendance	The student tends to sign attendance for her spouse. I informed and
4/1/2025	concern	reminded the student the school`s attendance policy.

[redacted]	Student Attendance Conversation	The student asked to sign in and leave again and was told again about the new rules and expectations on attendance. The student did not sign in but kept insisting on signing in and leaving without meeting the guidelines.
5/22/2025		
11/18/2024	Student Re-engagement	Student has transferred to the community college. She is not planning to return to Highlands.
11/18/2024	Student Re-Engagement	I called [redacted] regarding her absences for the entire term. Phone went straight to saying that this number is not reachable. I sent an email to the student to let her.
11/18/2024	Student Re-Engagement	I called [redacted] but she did not pick up so I sent her a text message asking to see how she is going and if I can support her in any way as her teacher.
11/18/2024	Student Re-Engagement	I called and texted student but could not reach the student.
11/18/2024	Student Re-Engagement	I called student regarding her absences. I encouraged more attendance and offered assistance with any scheduling or support needs.
11/18/2024	Student Re-engagement	Student is working full time and will not be able to attend class at this time.
11/18/2024	Student Re-Engagement	I called student to check-in on how he is doing and encouraged to attend more frequently. Says he will start attending more starting 11/19.
11/18/2024	Student Re-engagement	Left message about re-engagement. Did not respond. The last time I saw him he said he was going to be busy opening a new restaurant.
11/18/2024	Student Re-engagement	I reached out to the student and found out that she got married and moved to Seattle and therefore should be dropped from HIghlands.
11/18/2024	Student Re-engagement	Student returned Naweed's call. She does not want to come to this campus. If something opens at Laguna, she will go there.
11/18/2024	Student Re-engagement	[redacted] left message with student in Farsi/Dari. No response.
11/18/2024	Student RE-engagement	Student has transferred to community college.
11/18/2024	Student Re-Engagement	I called student to check-in and encouraged to come to class more frequently. Says he has been out of town but will return after Thanksgiving break on 12/2.
11/18/2024	Student Re-engagement	Left message regarding re-engagement, but did not get response.
11/18/2024	Student Re-Engagement	I called the student. She answered and stated that she had already let the school know about her absence due to work and wants to resume in January.
11/18/2024	Student Re-Engagement	I called, no response. Left voicemail and text message.
11/18/2024	Student Re-engagement	I spoke with [redacted]'usband and he told me she was working full time and would not be able to attend unless her workload gets lighter.
11/18/2024	Student Re-engagement	I reached out to the student and found out that her special needs daughter is having difficulty at her school. She may need to take her out to do homeschooling and if that is the case, she will no longer be able to attend Highlands.
11/18/2024	Student Re-Engagement	Student no longer plans on attending Highlands. Already returned her school phone in August. She confused as to why she was still enrolled.
11/18/2024	Student Re-Engagement	I called student regarding her absences. I encouraged take care of what she needs and offered assistance with any scheduling or support needs.
11/18/2024	Student Re-Engagement	I called student regarding her absences. I encouraged take care of what she needs and offered assistance with any scheduling or support needs.

[redacted]		
11/18/202	Student Re-Engagement	Student is not able to attend classes due to work. Student was told to communicate with me about his plans to transfer to CICA but he did not make this known until I called. I encouraged to come to class when possible.
11/19/202	Student Re-engagement	Student had an appendectomy and wants to disenroll because she has health issues and is difficult for her to come to school by bus.
11/19/202	Student Re-engagement	Spoke with [redacted]. She would like to dis-enroll because her new work schedule and distance from school prevents her from coming anymore.
11/19/202	Student Re-engagement	Spoke with student. She plans to return to school in December after her kids go back to school.
11/19/202	Student Re-engagement	Attempted to contact [redacted] on two separate occasions. No answer. Attempted contact by text one month ago, student indicated that he is now working during the day.
11/19/202	Student Re-engagement	Spoke with student. She says she will return in December when her kids go back to school.
11/19/202	Student Re-engagement	Called student, unable to reach. Left messages in the past. No answer/response.
11/19/202	Student Re-engagement	Called student. No answer. Unable to leave a V/M.
11/19/202	Student Re-engagement	Made multiple attempts to reach student. No answer. Unable to leave V/M.
11/19/202	Student Re-engagement	Reached out to student again. Left V/M. No response.
11/22/202	Student Re-engagement	Student is working and cannot come to my class.
1/30/202	Student Re-engagement	I reached out to the student and she has had some major health problems and was in the hospital and then given bed rest. She does not want to be dropped. She will return to class as soon as her health allows it.
2/20/202	Student Re-engagement	Student told me that it is very difficult for him to get to class as it takes him 2-3 hours on public transportation and he has to go to work by 2 pm. He expressed interest in getting a Highlands phone to work on his credit assignments at home.
2/20/202	Student Re-engagement	I contacted the student today and he said that he is taking classes at the local community college. He stopped by in 3rd period and said he wants to stay enrolled at Highlands so he can take CTE classes, but he will only be able to come once or twice a week.
2/21/202	Student Re-engagement	Student informed me that he is taking classes at the community college and will only be able to attend Highlands on Fridays.
3/3/202	Student Re-engagement	Called student today. He said that he was busy with appointments in San Francisco and plans to come back to class tomorrow.
3/10/202	Student Re-engagement	I reached out to this student Friday 3/7 and today 3/10 and left messages asking why she has been absent; however, I have not yet received a response.
3/14/202	Student Re-engagement	[redacted] works Monday-Thursday and can only come to class on Fridays. [redacted] came in today to tell me that she would like to be dropped from
3/17/202	Student Re-engagement	Highlands. .She has to work full time and then she will be going back to Mexico
5/16/202	violation of attendance policy	Reported to my principal that the student violated our attendance-taking policy. (Second known attendance violation) -per Linda
5/16/202	violation of attendance policy	Reported to my principal that the student violated our attendance-taking policy. (Second known attendance violation) -per Linda

waits for program to begin. Explained new attendance policies to student and the need for him to attend this class.

EXHIBIT Z

3581 BP Data Retention and Record Management - May 1, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

3581 BP Data Retention and Record Management

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to ensuring responsible data governance through the proper retention, protection, and authorized destruction of school records. This policy establishes clear standards for data and record retention across academic, operational, and digital domains, in compliance with state and federal laws.

Scope

This policy applies to all records and data created, received, or maintained by HCCTS staff, contractors, and affiliates, regardless of format (paper, electronic, audio, video, etc.). It covers administrative, financial, personnel, student, and instructional records, including electronic communications such as email.

Retention Standards by Record Type

HCCTS will retain records in accordance with the following standards:

Record Type	Minimum Retention Period	Governing Law/Best Practice
Permanent Student Records (e.g., name, DOB, transcripts)	Indefinitely	5 CCR § 437; 5 CCR § 16023
Mandatory Interim Student Records (e.g., test results, health info, attendance records)	3 years after student exits or record classified as disposable	5 CCR § 16027
Permitted Student Records (e.g., counselor notes)	6 months after student exits	5 CCR § 16027
Financial/Payroll Records	7 years	IRS & audit standards
Personnel Records	7 years after separation	Ed Code & HR best practices
Email and Electronic Communication (legal matters – tag for legal hold as needed)	Minimum 3 years unless otherwise specified or subject to legal hold	CPRA; Ed Code § 49073.1
Federal Program Records (e.g., NSLP)	3 years from final claim	USDA/CDE regulations
Board Meeting Agendas/Minutes	Indefinitely	Government Code § 6250 et seq.

Note: Any record subject to pending audit, litigation, or investigation must be retained until officially cleared for deletion, even if this exceeds standard timelines.

Destruction of Records

Records may only be destroyed:

- **After the minimum retention period has passed;**
- **When no active legal, audit, or compliance hold is in place;**
- **With written authorization from the Executive Director or designee.**

Secure disposal methods (e.g., shredding, secure digital deletion) must be used for all confidential or personally identifiable information (PII).

Legal Holds

When HCCTS becomes aware of actual or anticipated litigation, audit, or public records request, a legal hold shall be placed on relevant records to prevent destruction. The Executive Director or legal counsel shall coordinate the hold process and notify impacted personnel.

Oversight and Enforcement

The Director of Information Technology, in coordination with the Chief Business Officer, is responsible for:

- **Maintaining the data retention schedule;**
- **Training staff on retention practices;**
- **Auditing compliance and managing secure destruction protocols.**

Alignment with Other Policies

This policy works in tandem with:

- **BP 3580 – Data Access**
- **BP 5125 – Student Records**

Review and Approval

This policy shall be reviewed and updated periodically to remain aligned with applicable law, risk management practices, and organizational needs.

Approved: May 1, 2025

EXHIBIT AA

5113.1 Attendance Enforcement - March 20, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

5113.1 BP Attendance Enforcement

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to ensuring accurate attendance tracking, compliance with state and federal regulations, and maintaining high academic engagement among students. This policy establishes clear attendance enforcement measures to address chronic absenteeism, fraudulent attendance practices, and disengagement, ensuring all students receive meaningful instruction and meet academic progress expectations.

Scope

This policy applies to all HCCTS students, faculty, and staff responsible for attendance tracking and enforcement.

Policy Statement

To maintain compliance with attendance regulations and uphold educational integrity, HCCTS enforces the following attendance requirements:

- **80% Daily Attendance Rule: Students must be present for at least 80% of scheduled instructional hours weekly.**
- **15-Minute Rule: Students who check in but leave within the first 15 minutes of class without prior approval will be marked absent. Repeated violations may result in intervention and disenrollment.**
- **Meaningful Engagement: Attendance is verified by meaningful engagement. Students who check in but fail to participate meaningfully will be marked absent.**
- **Forgery of Attendance Records: Any student found falsifying attendance records, including signing in for another student, will face disciplinary action, including possible suspension, expulsion, or disenrollment.**
- **Independent Study & Attendance Compliance: Students in independent study must meet assignment completion requirements to receive attendance credit. Failure to do so will trigger intervention measures per BP 6158.1 and 6158.2**

Progressive Attendance Enforcement & Intervention

HCCTS employs tiered intervention strategies to support students struggling with attendance before taking disciplinary action:

1. **Automated Notifications: Robo-calls, text messages, and emails will alert students of attendance deficiencies in real time.**
2. **Counseling & Support: Students flagged for low attendance will be contacted by counselors to assess barriers and develop a support plan.**
3. **Attendance Contracts: Students with ongoing attendance issues may be placed on a probationary attendance contract outlining expectations and consequences.**

4. **Disenrollment Procedures:** Students failing to meet attendance requirements after documented interventions may be disenrolled following due process, as outlined in BP 5111.5 (Disenrollment).

Legal References
This policy is aligned with the following legal and regulatory requirements:

- **California Education Code § 47612.5** (Classroom-Based Instructional Time Requirements)
- **California Education Code § 51747** (Independent Study Attendance Requirements)
- **California Code of Regulations, Title 5, § 11960** (Charter School Attendance Accounting)
- **Federal Every Student Succeeds Act (ESSA)** – Attendance & Engagement Standards
- **Workforce Innovation and Opportunity Act (WIOA)** – Eligibility & Participation Requirements
- **California Welfare and Institutions Code § 11253.5** (Attendance & Public Assistance Compliance)

Implementation & Compliance Monitoring
HCCTS will:

- Train staff on attendance enforcement procedures.
- Utilize attendance intervention software for real-time tracking and communication.
- Conduct regular audits to ensure compliance and prevent fraudulent attendance practices.
- Review and refine attendance enforcement procedures periodically to align with best practices and regulatory changes.

Approval and Review
This policy shall be reviewed periodically to ensure compliance with HCCTS goals and legal requirements.

Adopted: March 20, 2025

EXHIBIT AB

School House Partners - Forensic Auditors

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Entity	Department	Description	Start Date	End Date	Estimated Amount	Notes
Lawson SSP Group	Facilities	Two RTU Replacement Units	9/4/2025	N/A	$ 9,200.00	Includes Permits
101 Mobility	Facilities	Modular Ramp with Guard Rails	9/4/2025	N/A	$ 12,516.94	
Schoolhouse Partners, LLC	Operations	This proposal is critical to addressing multiple existential threats to the organization, including, but not limited to: -State audit findings that the school believes may be incorrect or based on an inadequate review of evidence in the possession of the school. - A need to prepare for litigation relating to the state audit. - A need to prepare for litigation relating to the state audit. -A need to ensure attendance is compliant now and going forward. -A need to ensure that the educational program is meeting the needs of students and leading to good outcomes.	9/8/2025	12/5/2025	$ 255,000.00	Two total quotes for project obtained, awarded to SchoolHouse, BP3310 exception if approved
Insight Global,LLC	Human Resources	Staffing Services	6/19/2025	7/1/2026	$ 120,000.00	No other quotes provided, BP3310 exception if approved
Edcite	Accountability	Assessment Tool	9/4/2025	6/30/2026	$ 16,437.50	
CDW	IT	Security Software	9/4/2025	6/30/2026	$ 27,332.00	
Pastor of Holy Cross Parish	Facilities	Site lease - 8th Amendment for Todhunter 029	1/1/2025	6/30/2026	$ 160,000.00	Amendment adds 2 classrooms, removed the field access, adds reimbursement 65% utilities and rent increase
Box	Operations	Shared Drive (Enterprise Plus)	8/16/2025	8/15/2026	$ 15,435.01	
Pitney Bowes	Operations	SendPro C Auto Postage Machine	10/1/2025	10/1/2030	$ 11,851.80	5 year equipment lease, yearly amount of $2,370.36
Hashim Digital	Marketing	Social and Web Management Support	9/4/2025	6/30/2026	$ 22,000.00	This addendum expands the scope of work to include internal communications support for students, teachers, and staff, as well as related content development and participation in internal calls.
Document Tracking Services	Accountability	Document Tracking Services / DTS Vault	10/1/2025	10/1/2026	$ 1,350.00	
Jennifer Lopez Consulting, LLC	Executive	Comprehensive HR Analysis and optimization	9/4/2025	12/30/2025	$ 93,500.00	
Studio W Architects	Facilities	Comprehensive Facility Analysis	9/4/2025	6/30/2026	$ 40,000.00	Assiting with permit request from TRUSD

EXHIBIT AC

5120 BP Satisfactory Academic Progress - March 20, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

5120 BP Satisfactory Academic Progress

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to ensuring that students make consistent academic progress in alignment with the school's educational goals and compliance requirements. This policy establishes the standards for Satisfactory Academic Progress (SAP) to ensure student success and retention.

Scope

This policy applies to all HCCTS students enrolled in high school, International High School (IHS), and Career Technical Education (CTE) programs.

Policy Statement

To maintain enrollment at HCCTS, students must demonstrate Satisfactory Academic Progress (SAP) as measured by academic performance, attendance, and engagement. SAP standards apply to all instructional programs, including high school diploma completion and Career Technical Education (CTE) coursework.

SAP Standards

- **High School (Bridge and Above):**
  - **Maintain a minimum 2.0 GPA (C average).**
  - **Earn at least 5 credits per term for high school completion.**
- **International High School (IHS) (Levels 0-3):**
  - **Progress is measured through multiple indicators, including:**
    - **EL Civics Assessment scores (for non-native English speakers).**
    - **CASAS scores.**
    - **Formative and summative classroom assessments.**
- **Career Technical Education (CTE):**
  - **Students must meet SAP criteria defined by their CTE program each six-week term.**
  - **Failure to meet SAP in CTE for one term may result in disenrollment unless an approved appeal is granted.**

SAP Evaluation & Academic Standing

SAP is assessed at the end of every six-week period. Students who do not meet SAP requirements will be placed on Academic Notice and given intervention support. Continued failure to meet SAP requirements may lead to disenrollment or transfer to an alternative academic program.

Attendance & Record Retention

- **Students must maintain active attendance and engagement as part of SAP evaluation.**
- **Manual attendance records, including sign-in sheets, must be retained for a minimum of three years to comply with California Code of Regulations, Title 5.**

- **HCCTS shall conduct periodic attendance audits to ensure compliance with retention policies and engagement tracking.**

Appeal Process & Academic Probation

- **Students may file an appeal if they fail to meet SAP in CTE programs.**
- **Appeals must include a written reflection on constraints impacting performance and evidence of corrective actions taken.**
- **The Executive Director or designee will review appeals and make final determinations.**
- **Approved appeals place students on Academic Probation for the next six weeks, during which they must meet SAP requirements to remain enrolled.**

Legal References

This policy aligns with the following legal and regulatory requirements:

- **California Education Code § 47605** (Charter School Academic Requirements)
- **California Education Code § 52060(d)** (Student Performance and Engagement Indicators)
- **California Code of Regulations, Title 5** (Attendance Record Retention)
- **Workforce Innovation and Opportunity Act (WIOA)** – Compliance for Career Technical Education
- **Federal Every Student Succeeds Act (ESSA)** – Student Progress Monitoring

Approval and Review

This policy shall be reviewed periodically to ensure compliance with HCCTS goals and legal requirements.

Adopted: March 20, 2025

EXHIBIT AD

5111.5 BP Disenrollment

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

5111.5 BP HCCTS Disenrollment

Board Policy

Students at Highlands Community Charter & Technical Schools (HCCTS) may be disenrolled for one of four reasons: (1) voluntary disenrollment, (2) involuntary disenrollment due to insufficient attendance, (3) involuntary disenrollment due to unsatisfactory academic progress, or (4) involuntary disenrollment due to violation of the Student Handbook. Students may appeal any involuntary disenrollment.

Voluntary Disenrollment

Students may self-select to disenroll from HCCTS at any point. To initiate the disenrollment process, students should notify their teacher, counselor, student records department, or other HCCTS employee.

Involuntary Disenrollment Due to Insufficient Attendance

Students will be disenrolled from Highlands Community Charter School (HCCS) when they accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them.

Students will be disenrolled from California Innovative Career Academy (CICA) in accordance with Board Policy 6158.

Involuntary Disenrollment Due to Unsatisfactory Academic Progress

Students will be disenrolled from HCCS or CICA when they have not made satisfactory academic progress, as defined by Administrative Regulation 5120, despite HCCTS staff implementing the multi-tiered system of support (MTSS).

Involuntary Disenrollment Due to Violation of the Student Handbook

Students may be disenrolled from HCCS or CICA in accordance with Board Policy 5144.1 for violations of the Student Handbook.

Approved: _____

EXHIBIT AE

5131 BP Student Conduct - March 20, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

5131 BP Student Conduct

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to fostering a safe, respectful, and orderly environment where students can thrive academically and personally. This policy establishes general expectations for student behavior and provides a framework for addressing misconduct.

Scope

This policy applies to all HCCTS students and governs conduct on school property, during school-sponsored events, and in any situation where student behavior impacts the school community.

Policy Statement

HCCTS students are expected to adhere to high standards of conduct, demonstrating respect for themselves, others, and the learning environment. Behavior that disrupts the educational process or endangers the health, safety, or well-being of others will not be tolerated.

Prohibited Conduct

Students shall not engage in:

- **Disruption of the Learning Environment**
  - **Behaviors that interfere with classroom instruction or orderly school operations.**
  - **Use of inappropriate or profane language or gestures.**
- **Harassment, Bullying, and Discrimination**
  - **Harassment, intimidation, or bullying, whether physical, verbal, or online.**
  - **Discrimination based on race, gender, religion, disability, or other protected categories.**
- **Substance Use and Abuse**
  - **Possession, use, sale, or distribution of alcohol, controlled substances, or paraphernalia.**
- **Damage to Property**
  - **Vandalism, theft, or destruction of school or personal property.**
- **Possession of Weapons or Dangerous Instruments**
  - **Possession, use, or display of firearms, knives, explosives, or imitation weapons.**
- **Misuse of Technology**
  - **Unauthorized use of school technology resources, including accessing inappropriate content, engaging in cyberbullying, or violating the school's responsible technology use guidelines.**
  - **Use of electronic devices in a manner that disrupts the learning environment or violates privacy rights of others.**
- **Forgery of Attendance Records**
  - **Students who falsify attendance records, including forging signatures, manipulating electronic check-ins, or assisting another student in doing so, will face immediate**

disciplinary action. Consequences include but are not limited to suspension, expulsion, and potential legal action under **California Penal Code § 470 (Forgery)**. HCCTS maintains a zero-tolerance policy for attendance fraud, and any student involved in falsifying attendance documentation may be permanently disenrolled.

Disciplinary Actions
Students who violate this policy will be subject to appropriate disciplinary action, which may include but is not limited to:

- Verbal warnings or counseling.
- Parent/guardian notification.
- Restitution for damages.
- Suspension or expulsion in accordance with BP 5144.1.
- Referral to law enforcement if required or deemed necessary.

Support and Prevention
HCCTS is committed to fostering positive behavior through:

- Implementation of social-emotional learning programs.
- Counseling and support services for students in need.
- Regular communication with families to promote shared responsibility for student conduct.

Reporting and Confidentiality
Students, staff, and community members are encouraged to report violations of this policy to school administration. HCCTS will ensure a prompt investigation and maintain confidentiality to the extent possible.

Legal References
This policy is aligned with the following legal and regulatory requirements:

- California Education Code § 48900 (Grounds for Suspension and Expulsion)
- California Education Code § 47605 (Charter School General Provisions)
- California Penal Code § 470 (Forgery)
- Federal Every Student Succeeds Act (ESSA) – Student Conduct and Discipline Requirements

Alignment with Student Handbook
This policy aligns with the behavioral expectations, student responsibilities, and disciplinary procedures outlined in the HCCTS Student Handbook. Students are encouraged to review the handbook for guidelines on appropriate conduct, dress code, and the consequences of misconduct.

Approval and Review
This policy shall be reviewed periodically to ensure alignment with HCCTS goals and legal requirements.

Adopted: March 20, 2025

EXHIBIT AF

6164.5 Student Success Teams (SSTs) - April 24, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

6164.5 BP Student Success Teams (SSTs)

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) recognizes the importance of early identification and intervention to support students experiencing academic, attendance, or behavioral challenges. This policy establishes Student Success Teams (SSTs) to collaboratively assess student needs and implement targeted support strategies.

Scope

This policy applies to all HCCTS students and governs the procedures for referring students to SSTs, developing intervention plans, and monitoring student progress.

Student Success Team Composition

Each SST shall be composed of:

- **Team Facilitator:** Typically a school counselor or designee is responsible for coordinating meetings and documentation.
- **Teacher(s):** The student's current teacher(s) who provide insights into academic performance and classroom behavior.
- **School Counselor:** To provide recommendations and support.
- **Other Specialists (if necessary):** Such as speech therapists, social workers, or health professionals, based on student needs.
- **Guardians (if applicable):** Provide valuable information about the student's home life and collaborate on intervention plans.

Referral and Intervention Process

Referral Process:

- Teachers, other school staff, or guardians may refer students to the SST if they observe ongoing academic, behavioral, or attendance concerns.
- Referrals shall be documented using a standardized referral form.

Meeting Scheduling:

- The SST will convene as needed based on referrals and urgency of concerns.
- Meetings shall be scheduled promptly, with sufficient notice provided to all team members and the student.

Data Collection and Review:

- **Relevant student data, including academic performance, behavioral records, and previous interventions, must be collected before the meeting.**
- **Input from teachers and any other pertinent information shall be included in the review.**

Development of Intervention Plans:

- **During the SST meeting, members will develop a tailored Intervention Plan, which shall include:**
    - **Specific goals for student improvement.**
    - **Strategies and resources to support student success.**
    - **A timeline for implementation and review.**

Follow-Up and Progress Monitoring:

- **Follow-up meetings shall be scheduled to assess the student's progress and adjust the intervention plan as needed.**
- **Regular progress reports shall be shared with all team members and the student's family.**

Documentation and Confidentiality:

- **All SST meetings, decisions, and intervention plans shall be documented and stored in the student's confidential file.**
- **Documentation shall include meeting minutes, intervention plans, and progress reports.**
- **All discussions and documentation related to SST meetings shall be confidential and handled in accordance with the Family Educational Rights and Privacy Act (FERPA) and HCCTS policies on student privacy.**

Legal Compliance and Oversight
HCCTS will ensure that SST processes comply with federal and state laws governing student support services, including applicable provisions of the California Education Code.

Review and Approval
This policy shall be reviewed periodically to ensure alignment with best practices and evolving student support needs.

Revised: April 24, 2025

EXHIBIT AG

Bell Schedule - 2025-2026 9.4.25

Instructional Minutes Report (Full Day) *Bell Schedule* *2025-2026*		
AM Bell Schedule		
PLC - Planning	8:00 - 8:45 am	0
Period 1	8:45 - 9:51 am	66
Passing Period	9:51 - 9:53 am	2
Period 2	9:53 - 10:59 am	66
Passing Period	10:59 - 11:01 am	2
Period 3	11:01 - 12:07 pm	66
Passing Period	12:07 - 12:09 pm	2
Period 4	12:09 - 1:15 pm	66
Lunch	1:15 - 1:45 pm	0
Period 5	1:45 - 2:51 pm	66
PLC - Reflection	2:51 - 4:30 pm	0
	Total Instructional Minutes:	**336**
PM Bell Schedule		
PLC - Planning & Reflection	2:00 - 4:00 pm	0
Period 6	4:00 - 5:06 pm	66
Passing Period	5:06 - 5:08 pm	2
Period 7	5:08 - 6:14 pm	66
Passing Period	6:14 - 6:16 pm	2
Period 8	6:16 - 7:22 pm	66
Passing Period	7:22 - 7:24 pm	2
Period 9	7:24 - 8:30 pm	66
Lunch	8:30 - 9:00 pm	0
Period 10	9:00 - 10:06 pm	66
Site Close	10:06 - 10:30 pm	0
	Total Instructional Minutes:	**336**

Instructional Minutes Report (Teacher PD) *Bell Schedule* *2025-2026*		
AM Bell Schedule		
PLC - Planning	8:00 - 8:45 am	0
Period 1	8:45 - 9:38 am	53
Passing Period	9:38 - 9:40 am	2
Period 2	9:40 - 10:33 am	53
Passing Period	10:33 - 10:35 am	2
Period 3	10:35 - 11:28 pm	53
Passing Period	11:28 - 11:30 pm	2
Period 4	11:30 - 12:23 pm	53
Lunch	12:23 - 12:53 pm	0
Period 5	12:53 - 1:46 pm	53
Professional Development	2:00 - 4:30 pm	0
	Total Instructional Minutes:	**271**
PM Bell Schedule		
Professional Development	2:00 - 4:30 pm	0
Break	4:30 - 5:05 pm	0
Period 6	5:05 - 5:58 pm	53
Passing Period	5:58 - 6:00 pm	2
Period 7	6:00 - 6:53 pm	53
Passing Period	6:53 - 6:55 pm	2
Period 8	6:55 - 7:48 pm	53
Passing Period	7:48 - 7:50 pm	2
Period 9	7:50 - 8:43 pm	53
Lunch	8:43 - 9:13 pm	0
Period 10	9:13 - 10:06 pm	53
Site Close	10:06 - 10:30 pm	0
	Total Instructional Minutes:	**271**

EXHIBIT AH

2025-2026 Instructional Minutes Report

Instructional Requirements Report *2025-2026*

AM Bell Schedule			
Weekdays	*InstructionalMintues per Day*	*InstructionalDays*	*Grand TotalMinutes*
All (M-F)	336	180	60,480
Teacher PD Days	271	17	4,607

PM Bell Schedule			
Weekdays	*InstructionalMintues per Day*	*InstructionalDays*	*Grand TotalMinutes*
All (M-F)	336	180	60,480
Teacher PD Days	271	17	4,607

Instructional Requirements			
Requirement	*Requirement*	*Meets Requirement?*	*Notes*
Annual Instructional Minutes Required for Grades 9-12 (AM)	EDC 47612.5:64,800	Yes	65,087.00
Annual Instructional Minutes Required for Grades 9-12 (PM)	EDC 47612.5:64,800	Yes	65,087.00
Required Minimum Miutes per Day (AM)	EDC 46141:240	Yes	336.00
Required Minimum Miutes per Day (PM)	EDC 46141:240	Yes	336.00
Earliest Start Time for High Schools	EDC 46148:8:30 AM	Yes	9:00 AM start
Minimum Number of Days per Track	EDC 47612(d)(3):175 Days	Yes	197
Attendance Charters Must Require of Students	EDC 47612.5(e)(1):80%	Yes	In Board Policy
Required Percentage of School Days for Each Track Prior to April 15	EDC 47512(d)(5):55%	Yes	73%

Month	Instructional Days	Instructional PD Days		
July	0	0		
August	11	1		
September	19	2		
October	21	2		
November	12	2		
December	13	2		
January	17	2		
February	16	2		
March	17	2	Excess Minutes	287
April	16	1	Excess Days	0.85
May	19	1		
June	19	0		
Total	**180**	**17**		

EXHIBIT AI

2025-2026 Academic School Calendar

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ACADEMIC SCHOOL CALENDAR

July 2025

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

First/Last Day of School | **Teacher Work Day/No School** | **Holiday/ No School** | **No School** | **End of Term**

July 1 - Aug 1	Summer Break
Aug 4 - Aug 5	Staff Development Days
Sept 1	Labor Day
Nov 11	Veterans Day
Nov 24 - Nov 28	Thanksgiving Break
Dec 22 - Jan 2	Winter Break
Jan 19	Martin Luther King Jr. Day
Feb 13	Lincoln Day Observed
Feb 16	Presidents' Day
Mar 27	César Chávez Day Observed
Mar 30 - Apr 3	Spring Break
Apr 6 - 7	Staff Development Days
May 25	Memorial Day
Jun 19	Juneteenth
Jun 30	Teacher Work Day

*SUBJECT TO CHANGE

EXHIBIT AJ

6151 BP Class Sizes and Enrollment - May 15, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

6151 BP Class Sizes and Enrollment

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is dedicated to maintaining optimal class sizes that support student learning outcomes and instructional quality. This policy outlines procedures for managing class sizes and enrollment, considering the flexible attendance patterns of Highlands Community Charter School (HCCS) students.

Scope

This policy applies to all HCCS students and governs class size management, student-teacher ratios, and enrollment procedures.

Policy Statement

While California does not mandate class size limits for grades 9-12, HCCTS recognizes the importance of maintaining class sizes that promote a productive learning environment, reduce teacher workload, and enhance student engagement. Optimal class sizes are essential to support personalized instruction, improve student outcomes, and foster academic success. The Board of Directors, in consultation with the Executive Director, will establish appropriate class size limits that align with HCCTS' instructional goals and student needs.

Class Size Guidelines

- Student-to-Teacher Ratios: Class sizes will be managed to ensure student-to-teacher ratios that support personalized instruction and academic success.
- Program-Specific Adjustments: Class sizes may vary depending on the nature of the program (e.g., independent study, bridge programs, or high school completion).

Enrollment Management

- Enrollment Caps: Each classroom will have an enrollment cap aligned with physical capacity and instructional goals.
- Monitoring and Rebalancing: HCCS Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.
- Cross-Reference with Physical Capacity: Class sizes and enrollment numbers will be managed in coordination with physical capacity limits as outlined in BP 7110 Physical Classroom Capacity to ensure compliance with Fire Marshal regulations and building codes.

Impact on Instruction and Student Outcomes

- Teacher Workload: Class size limits will be established to reduce teacher workload and promote effective instruction.
- Student Engagement: Class sizes will be prioritized in courses requiring intensive instruction or student participation.

Ongoing Evaluation of Class Size Effectiveness
The Executive Director or designee shall regularly submit reports to the Board of Directors evaluating the effectiveness of class size policies. These reports will assess the impact on student achievement, teacher workload, and alignment with HCCTS' strategic goals. Adjustments will be made as necessary based on these evaluations.

Oversight and Review
The Executive Director or designee will oversee the implementation of this policy and ensure alignment with HCCS' instructional goals. The Board of Directors will review this policy periodically to assess its effectiveness and adjust class size targets as necessary.

Approved: May 15, 2025

EXHIBIT AK

6170 BP Student-to-Teacher_Paraeducator Ratios - June 5, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

6170 BP Student-to-Teacher/Paraeducator Ratios

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to maintaining student-to-teacher and paraeducator ratios that support instructional quality, student achievement, and compliance with safety standards. This policy outlines guidelines for determining and managing these ratios, considering the flexible attendance patterns unique to HCCTS' K-12 adult learner population.

Scope

This policy applies to all instructional programs, staff, and students at HCCTS, including independent study, bridge programs, and high school completion pathways.

Policy Statement

HCCTS recognizes that maintaining appropriate student-to-teacher and paraeducator ratios is essential to fostering a positive learning environment and meeting individual student needs. While California Education Code does not mandate class size limits for K-12 with adult learners or grades 9-12, HCCTS establishes ratios to promote instructional effectiveness and ensure student safety.

Student-to-Teacher Ratios

- General Instructional Settings:
  - The number of students in any one class will not exceed the capacity of the classroom.
  - Regardless of classroom capacity, no student-to-teacher ratio for a given class will exceed 40:1.
- Independent Study Program:
  - In the Independent Study Program, HCCTS will adhere to the maximum student-to-teacher ratio required by California Education Code § 51745.6 which sets the maximum enrollment ratios at 30:1 with a maximum ADA ratio at 25:1.

Student-to-Paraeducator Ratios

- General Classroom Support:
  - Paraeducators will be assigned based on instructional need, with a target ratio of 1 paraeducator per 120 students shared across classrooms that require additional support for differentiated instruction.
- Specialized Instruction and Student Support Services:
  - Additional staff support will be provided for classrooms where a student has an SST or 504 requires it.

Alignment with Class Capacity and Enrollment Policies

This policy aligns with BP 6151 Class Sizes and Enrollment and BP 7110 Physical Classroom Capacity. Student-to-teacher and paraeducator ratios will be managed in

coordination with enrollment numbers and physical capacity limits to ensure a safe, effective, and compliant learning environment.

Monitoring and Adjustments

- Regular Reviews: The Executive Director or designee will regularly review staffing assignments and ratios to ensure they meet instructional goals and student needs.
- Adjustments Based on Program Needs: Ratios may be adjusted for specific programs or instructional settings based on student enrollment, attendance patterns, and instructional goals.

Oversight and Review

The Executive Director or designee will oversee the implementation of this policy, ensuring alignment with HCCTS' instructional goals and compliance with applicable laws. The Board of Directors will review this policy periodically to assess its effectiveness and make adjustments as necessary.

Legal Compliance

This policy complies with applicable California Education Code provisions related to instructional staffing, including § 56362 for paraeducator assignments in special education settings.

Approved: June 5, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

7110 BP Physical Classroom Capacity

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to maintaining safe classroom environments that comply with California Building Codes and Fire Marshal regulations. This policy outlines procedures for determining and enforcing physical classroom capacity to ensure the safety and well-being of students and staff.

Scope

This policy applies to all seat-based classrooms and instructional spaces at Highlands Community Charter School (HCCS).

California Building Code and Fire Marshal Requirements

HCCS will ensure all classrooms and instructional spaces comply with applicable California Building Codes and Fire Marshal occupancy limits. The following steps will be taken to guarantee compliance:

- Occupancy Limits: Classrooms will have clearly posted maximum occupancy limits based on Fire Marshal guidelines.
- Regular Inspections: Facility staff will conduct periodic inspections to ensure compliance with all safety codes.

Non-Compliance and Remediation

- Monitoring: HCCS Principals will monitor classroom capacities for compliance.
- Remediation: Any classroom exceeding its occupancy limit will be identified for remediation, including adjusting classroom configurations or limiting physical attendance.
- Cross-Reference with Class Sizes and Enrollment: Classroom capacity limits will be monitored in conjunction with enrollment and attendance patterns outlined in BP 6151 Class Sizes and Enrollment to ensure that physical safety standards are met while supporting flexible student attendance.

Oversight and Review

The Board of Directors will review this policy periodically to assess its effectiveness and make adjustments as necessary.

Approved: May 15, 2025

EXHIBIT AM

2025.03.28 CTE Truck Driving Program Letter

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 28, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC/RFI - CTE Truck Driving Program
TRUSD Additional Requests for Information re HCCTS' 12/20/24 Response

Dear Ms. Carreon,

On February 3, 2025, HCCTS received a notice of concern/request for information from TRUSD regarding the CTE Truck Driving Program.

On December 16, 2024, the HCCTS HR Department, in collaboration with Pat Keller, a private investigator contracted by HCCTS, began investigating the HCCTS Truck Driving Program. As part of this investigation, Jasmine Gibbs, the Director of HR, together with Mr. Keller conducted interviews with HCCTS truck driving employees, former HCCTS students, employees from Local 185 Union, the Sacramento Police Department, and others.

On March 27, 2025, HCCTS completed the investigation and prepared the following letter in response.

If you would like to discuss the report in greater detail or have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

1. **CTE Truck Driving for Non-Students**

Work Calendars
Attached you will find Mr. Ivaniuk's employment contracts, which show time and days worked for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years.

Class Schedules
Attached you will find the HCCTS bell schedules for the 2018-2019, 2019-20, 2020-21, 2021-22, and 2022-23 school years. The bell schedules utilized in the 2014-17 school years were the same ones utilized for the following two years, 2017-18 and 2018-19.

Non-Student Schedules
During the first two meetings with Sergey Ivanyuk, Truck Driving Program Coordinator, he stated that the non-students would attend class on weekends and they would stop by during the week to take tests. After further investigation, it was discovered that non-students attended the truck driving classes any time during the day. In the interview with Sergeant Nicholas Fox of the Sacramento Police Department held on February 5, 2025, he stated that: "At some point, they were told they could only come in the mornings between 6:00 AM and 8:00 AM". Mr. Fox was unaware of any officers attending the HCCTS Truck Driving Program on the weekends. Due to the number of inconsistencies in interviews and documentation, we are unable to verify the schedules of non-students.

Sergey Ivanyuk is the person responsible for managing the program and creating and keeping all of the administrative records. During the investigation, he provided many documents that were inaccurate, including data discrepancies that cannot be verified.

In response to the following requests:

> A summary of the instances where non-students "stopped by throughout the week" for tests. As part of this summary, include information about whether non-students ever scheduled the visits in advance, how they knew when Mr. Ivaniuk would be available, whether HCCTS students were ever present during these visits, and whether the visits ever took place within Mr. Ivaniuk's HCCTS work hours. **HCCTS does not have this information.**
>
> *Outline the support Mr. Ivaniuk provided to non-students to assist them in*

acquiring their license (i.e., 15 hours of "behind-the-wheel" training, study materials for road and/or written tests, instruction to prepare for the road and written tests, etc). **HCCTS does not have this information.**

Outline the process Mr. Ivaniuk followed when administering tests and include the approximate duration for these assessments. This outline should include information about assessments for pre-trip, general knowledge, drive/road, brake, and skills tests as described in the comments section of the student lesson documents provided by HCCTS. **HCCTS does not have this information.**

2. Data Discrepancies Between Students and Non-Students

On January 14, 2025, HCCTS Leadership submitted a written directive to Sergey Ivanyuk, the Truck Driving Program Coordinator, to stop serving non-students in the Truck Driving Program. While HCCTS reported the discontinuation of serving non-students effective January 6, 2025, it wasn't until January 14, 2025, that HCCTS stopped the participation of all non-students in all its programs and is only serving enrolled HCCTS students, to the best of my knowledge.

3. Partnerships and Scholarships

HCCTS alumni enrolled in the truck driving program through the Doc Smith Legacy Foundation Scholarship Program (DSLF). To start the process, alumni would submit an application to the foundation, and it would be reviewed by Mike Reid (former HCCTS Chief Operations Officer), current President of the Doc Smith Legacy Foundation and HCCTS Board member, as well as Murdock Smith (former HCCTS Executive Director). If the scholarship application was approved by Mike Reid and Doc Smith, then the DSLF agreed to cover the tuition expenses for the student. Two HCCTS alumni students were granted scholarships to attend the Truck Driving program. According to a statement by Mike Reid via email on March 13, 2025, a transfer of $3800 was made from DSLF to HCCTS for these alumni students. During an interview with Lee Farrand, Director of CTE, she stated: "To my knowledge, no money has ever been exchanged for those students."

According to our financial records and Matthew Lemos, HCCTS Chief Business Official, one fiscal exchange occurred between the DSLF and HCCTS, and it was not related to scholarships.

Partnerships and Local Union 185

On February 25, 2025, in a phone interview with Doyle Radford Jr, the Business Manager at Local 185 Union, the following work was provided to

HCCTS by Local 185 in the 2019-2020 school year:

- Pre-apprentice work, including parking lot slurry and stripping
- The Northern California Construction Training (NCCT) provided demolition work
- Over the last few years, Local 185 purchased some delineators and about $800 in tools that they donated to the HCCTS Truck Driving Program

The union then stopped providing labor to HCCTS over liability concerns in the event someone may be injured.

Please note the distinction between Doyle Radford Senior and Doyle Radford Junior. Doyle Radford Sr was a former HCCTS board member from May 8, 2014 to July 13, 2023. Doyle Radford Jr is a business manager at Local 185 and Doyle Radford Senior's son.

Partnerships and Sacramento Police Department and Sacramento County Sheriff's Office

During the investigation process, Sergey Ivanuyk, the Truck Driving Program Coordinator, stated that no fiscal exchanges occurred between HCCTS and the Police Department or the Sacramento Sheriff's Office. On February 5, 2025, in the phone interview with Sergeant Nicholas Fox from the Sacramento Police Department (SPD), Mr. Fox confirmed that nobody from the SPD paid any money to HCCTS or any HCCTS employees for the driving instructions. The following Sacramento Police Officers attended the training:

- Nicholas Fox
- Andrew Ryan
- Brock O'Shaunessy
- Tyler Curtis
- Fredrick Osmond
- Steve Colombo (Discontinued on January 10, 2025)
- Amber Hickey
- Alexis Grove: He was attending the program when the directive to stop was given

Following the review of canceled DMV checks, the investigator was able to locate a $98.00 check that had been used by Amber Hickey, a Sacramento Police Department officer, in April 2024 for her Commercial Licence Permit. A review of the DOT medical payment records showed that in July 2022, HCCTS paid for a Sacramento Sheriff's deputy's DOT medical and urine test (in the amount of $167. Sergey Ivaniuk, Truck Driving Program Coordinator, admitted he would have been the one that issued the DMV check to her and then stated: " I don't know what happened, but we never covered them."

Ivanyuk continued to say he never gave checks to law enforcement and then said, “I don’t recall why I did it. But yes. That’s me. I did it.”

The investigation into the truck driving program will conclude with disciplinary action. HCCTS has had a new MOU to be provided to the sheriff’s office and police department as other government agencies to provide services in which liability and compensation issues are resolved.

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track A - Schedule A - EL Full Day	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule A - EL Full Day	PR3	255	12:45:00	17:00:00
2014.2015	Track A - Schedule B - EL Morning	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule C - EL Afternoon	PR3	255	12:45:00	17:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR3	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR4	120	15:00:00	17:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR3	120	13:00:00	15:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR5	240	17:00:00	21:00:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	08:10:00	10:10:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	13:00:00	15:00:00
2014.2015	Track D & E - Bilingual Secondary	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR1	125	08:10:00	10:15:00
2015.2016	Track A, B, C, D & E - Schedule A	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule B	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR4	125	15:05:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule C	PR1	260	08:10:00	12:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule C	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule D	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule D	PR3	250	13:00:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule E	PR1	260	08:10:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule E	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule F	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule F	PR3	100	13:00:00	14:40:00
2015.2016	Track A, B, C, D & E - Schedule F	PR4	180	15:00:00	18:00:00
2015.2016	Track A, B, C, D & E - Schedule G	PR1	220	08:10:00	11:50:00
2015.2016	Track A, B, C, D & E - Schedule G	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule H	PR1	245	08:25:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule H	PR3	130	13:00:00	15:10:00
2015.2016	Track A, B, C, D & E - Schedule I	PR1	240	08:00:00	12:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule I	PR3	140	12:15:00	14:35:00
2015.2016	Track E - Schedule J	PR1	245	08:25:00	12:30:00
2015.2016	Track E - Schedule K	PR3	245	13:00:00	17:05:00
2015.2016	Track E - Schedule L	PR5	225	17:15:00	21:00:00
2015.2016	Track E - Schedule M	PR1	240	08:00:00	12:00:00
2015.2016	Track E - Schedule N	PR5	225	17:00:00	20:45:00
2015.2016	Track E - Schedule O	PR3	225	16:00:00	19:45:00
2015.2016	Track E - Schedule P	PR1	235	08:20:00	12:15:00
2015.2016	Track E - Schedule Q	PR3	250	12:50:00	17:00:00
2015.2016	Track E - Schedule R	PR3	225	13:00:00	16:45:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR1	125	08:10:00	10:15:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR4	125	15:05:00	17:10:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule D - Track A, B, C, D, & E	PR1	260	08:10:00	12:30:00
2016.2017	Schedule D - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR1	210	08:30:00	12:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR3	165	12:45:00	15:30:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR1	180	09:00:00	12:00:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR3	195	12:30:00	15:45:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR3	150	12:30:00	15:00:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule J - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule J - Track A, B, C, D, & E	PR5	150	17:00:00	19:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR1	300	09:30:00	14:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR4	120	14:30:00	16:30:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR4	60	16:10:00	17:10:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR5	240	17:10:00	21:10:00
2016.2017	Schedule M - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule O - Track E	PR1	240	08:00:00	12:00:00
2016.2017	Schedule P - Track E	PR5	225	17:30:00	21:15:00
2016.2017	Schedule Q - Track E	PR1	225	08:15:00	12:00:00
2016.2017	Schedule R - Track E	PR5	225	16:00:00	19:45:00
2016.2017	Schedule S - Track E	PR5	225	17:00:00	20:45:00
2016.2017	Schedule T - Track E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule U - Track E	PR3	225	13:00:00	16:45:00
2016.2017	Schedule V - Track E	PR3	225	12:45:00	16:30:00
2016.2017	Schedule W - Track E	PR3	240	12:30:00	16:30:00
2016.2017	Schedule X - Track E	PR3	245	13:00:00	17:05:00
2016.2017	Schedule Y - Track E	PR1	225	07:45:00	11:30:00
2016.2017	Schedule Z - Track E	PR3	225	12:00:00	15:45:00
2016.2017	Schedule AA - Track E	PR1	240	09:00:00	13:00:00
2016.2017	Schedule AB - Track E	PR5	240	16:30:00	20:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule AC - Track E	PR1	225	07:30:00	11:15:00
2016.2017	Schedule AD - Track E	PR3	240	11:45:00	15:45:00
2016.2017	Schedule AE - Track E	PR5	225	17:15:00	21:00:00

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (PM):

Regular Day Schedule

Period 1	5:00 p.m. - 6:10 p.m.
Period 2	6:15 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 3	7:35 p.m. - 8:45 p.m.
Period 4	8:50 p.m. - 10:00 p.m.

Thursday Early Dismissal Schedule

Period 1	5:35 p.m. - 6:35 p.m.
Period 2	6:40 p.m. - 7:40 p.m.
Break	7:40 p.m. - 7:50 p.m.
Period 3	7:50 p.m. - 8:50 p.m.
Period 4	8:55 p.m. - 10:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-2021

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-21

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2021-22

AM Regular Day Schedule

Period 1	8:00 a.m. - 9:35 a.m.
Period 2	9:40 a.m. - 11:15 a.m.
Period 3	11:20 a.m. - 12:55 p.m.
Lunch	12:55 p.m. - 1:40 p.m.
Period 4	1:40 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.

PM Schedule

Period 1	4:30 p.m. - 6:15 p.m.
Period 2	6:15 p.m. - 8:00 p.m.
Break	8:00 p.m. - 8:10 p.m.
Period 3	8:10 p.m. - 10:05 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Alternate Schedules

Period 1	3:00 p.m. - 4:45 p.m.
Period 2	4:45 p.m. - 6:30 p.m.
Break	6:30 p.m. - 6:40 p.m.
Period 3	6:40 p.m. - 8:35 p.m.

Period 1	3:30 p.m. - 5:15 p.m.
Period 2	5:15 p.m. - 7:00 p.m.
Break	7:00 p.m. - 7:10 p.m.
Period 3	7:10 p.m. - 9:05 p.m.

Period 1	4:00 p.m. - 5:45 p.m.
Period 2	5:45 p.m. - 5:30 p.m.
Break	5:30 p.m. - 7:40 p.m.
Period 3	7:40 p.m. - 9:35 p.m.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Bell Schedule: 2022-23

AM Regular Day Schedule

Period 1	8:30 a.m. - 10:43 a.m.
Period 2	10:47 a.m. - 1:00 p.m.
Lunch	1:00 p.m. - 1:30 p.m.
Period 3	1:30 p.m. - 3:43 p.m.

Thursday AM Early Dismissal Schedule

Period 1	8:30 a.m. - 10:10 a.m.
Period 2	10:15 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:25 p.m.
Period 3	12:25 p.m. - 2:05 p.m.

AFT Regular Day Schedule

Period 3	12:00 p.m. - 2:13 p.m.
Period 4	2:17 p.m. - 4:30 p.m.
Lunch	4:30 p.m. - 5:00 p.m.
Period 5	5:00 p.m. - 7:13 p.m.

(**AFT Schedule Follows Either AM Early Dismissal or PM Schedule B on Thursdays)

HIGHLANDS
COMMUNITY CHARTER SCHOOL

PM Schedule A

Period 5	3:00 p.m. - 5:25 p.m.
Break	5:25 p.m. - 5:35 p.m.
Period 6	5:35 p.m. - 8:00 p.m.

(**PM Schedule A Follows PM Schedule B on Thursdays)

PM Schedule B

Period 5	4:30 p.m. - 6:55 p.m.
Break	6:55 p.m. - 7:05 p.m.
Period 6	7:05 p.m. - 9:30 p.m.

PM Schedule C

Period 5	5:00 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 6	7:35 p.m. - 10:00 p.m.

Highlands Community Charter School

2018-2019 School Calendar

July 2018

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Color Code: **First/Last Day of School** **Teacher Work Day/Non Student Day** **Holidays/No School** **No School**

Important Dates and School Holidays

July 9th	First Day of School (Track A and D)	Dec 24th-Jan 4th	Winter Break
Aug 9th – 10th	Teacher Work Day/No School	Feb 15th & 19th	Teacher Days
Aug 13th	First Day of Track B	Feb 18th	President's Day
Sept 3rd	Labor Day	Apr 15th-19th	Spring Break
Sept 10th	First Day of Track C	May 6th – 8th	Teacher Work Days
Nov 12th	Veteran's Day	May 27th	Memorial Day
Nov19-23	Thanksgiving Break	June 28th	Last Day of School
Dec 14th	Teacher Work Day		

Grading Periods

July 9th – Sept 7th / Sept 10th – Nov 16th / Nov 26th – Feb 8th / Feb 11th – Apr 12th

Highlands Community Charter School

2019-2020 School Calendar

July 2019

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2019

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

July 8th	First Day of School/Track A	Dec 23rd - Jan 3rd	Winter Break
Aug 8th - 9th	Teacher Work Days	Jan 20th	MLK Day
Aug 12th	First Day of Track B	Feb 14th & 18th	Teacher Work Days
Sept 3rd	Labor Day	Feb 17th	President's Day
Sept 10th	First Day of Track C	Apr 6th - 10th	Spring Break
Nov 11th	Veterans Day	May 4th - 6th	Teacher Work Days
Nov 25th - 29th	Thanksgiving Break	May 25th	Memorial Day
Dec 13th	Teacher Work Day	June 30th	Last Day of School

Grading Periods

July 8th - Sept 7th / Sept 10th - Nov 15th / Nov 18th - Feb 7th / Feb 10th - Apr 17th / Apr 20th - June 30th

Revised 11-21-18

Highlands Community Charter School

2020-2021 Academic School Calendar

July 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School | End of Term

Important Dates and School Holidays

July 1st – July 3rd	Summer Break	Jan 18th	MLK Day
July 6th	First Day of School	Feb 15th	Presidents' Day
Aug 5th-7th	Staff Development Days	Feb 16th	Staff Development Day
Sept 7th	Labor Day	Mar 29th-Apr 2nd	Spring Break
Nov 11th	Veterans' Day	May 3rd-5th	Staff Development Days
Nov 23rd-27th	Thanksgiving Break	May 31st	Memorial Day
Dec 18th	Staff Development Day	June 25th	Last Day of School
Dec 21st - Jan 1st	Winter Break		

Grading Periods

July 6th – October 23rd / October 26th – February 26th / March 1st – June 18th

Revised 11-20-19

Highlands Community Charter & Technical Schools

2021-2022 Academic School Calendar

210 Work Calendar

July 2021

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
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August 2021

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September 2021

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October 2021

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November 2021

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December 2021

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January 2022

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February 2022

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March 2022

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April 2022

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May 2022

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June 2022

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Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School** **End of Term**

Important Dates and School Holidays

July 1st – 9th	Summer Break	Dec 20th – Dec 31st	Winter Break
Aug 12th – 13th	Staff Development Days	Jan 17th	MLK Day
Sept 6th	Labor Day	Feb 21st	Presidents Day
Nov 11th	Veterans Day	Apr 11th – 15th	Spring Break
Nov 22nd – 26th	Thanksgiving Break	May 9th – 11th	Staff Development Days
Dec 17th	Staff Development Day	May 30th	Memorial Day

Grading Periods

July 12th – October 22nd / October 25th – February 25th / February 28th – June 17th

Highlands Community Charter & Technical Schools

2022-2023 Academic School Calendar

209 Work Calendar

July 2022						
Su	M	Tu	W	Th	F	S
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August 2022						
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September 2022						
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October 2022						
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November 2022						
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December 2022						
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January 2023						
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February 2023						
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March 2023						
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April 2023						
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May 2023						
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28	29	30	31			

June 2023						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School

Important Dates and School Holidays

July 4th - 8th	Summer Break
Aug 11th - 12th	Staff Development Days
Sept 5th	Labor Day
Nov 11th	Veterans Day
Nov 21st - 25th	Thanksgiving Break
Dec 26th - Jan 6th	Winter Break
Jan 16th	Martin Luther King Jr. Day
Feb 20th	Presidents Day
Apr 17th - 21st	Spring Break
May 8th - 10th	Staff Development Days
May 29th	Memorial Day
June 19th	Juneteenth

Certificated Paid 198 Work Days
Classified Paid 198 Work Days and 11 Holidays

Highland Community Charter School **Adopted:**

Job Description: CTE TEACHER - HEAVY-DUTY TRUCK, BUS, OSHA FORKLIFT

BASIC FUNCTION

Under direction of the Principal and Coordinator of Career and Technical Education, the Teacher will instruct and provide related services to adult students attending the HCCS Heavy-Duty Truck Driving, Bus and OSHA Forklift program.

MAJOR DUTIES AND RESPONSIBILITIES (may include, but not limited to the following)

- Provides learning experiences in the correct operation of heavy-duty trucks, buses, and forklifts utilizing the course of study adopted by the Board of Directors.
- In keeping with HCCS and State of California guidelines, conducts hands-on training with large and small groups and individual adult learners.
- Adapts training methods to the needs of adult learners with diverse cultural backgrounds and varying intellectual abilities and attitudes.
- Develops and uses a variety of instructional materials suitable for verbal, visual, and hands-on instruction of adult learners with a wide range of mental, physical, and emotional maturities.
- Establishes and maintains standards of student behavior needed to achieve effective participation in all activities.
- Evaluates achievement of students and keeps appropriate records.
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- Prepares materials for classroom use.
- May select and requisition books, instructional materials and supplies.
- Enters attendance in a timely manner and maintains other accounting records and business services as required.
- Attends staff meetings and participates in faculty committees as needed.
- Participates in curriculum and other development of CTE programs within the school and or outside sources.
- Performs other related duties as required.

QUALIFICATIONS

Ability to:

(Consideration will be given to reasonable accommodation for the following physical requirements):

- Sufficient vision to read printed materials.
- Sufficient hearing to conduct in person and telephone conversations.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and when addressing large and small groups.
- Skill in working with adult learners.
- Sufficient mobility to move about the school from one site to another.
- Ability to maintain open communication and encourage questions and problem solving.
- Ability to establish and maintain cooperative working relationships.

Highland Community Charter School

Adopted:

EXPERIENCE & EDUCATION

Current Class “A” and Class B driver’s license
Three years of driving experience as a Class “A” Driver

CREDENTIAL

Teachers must have an appropriate California teaching credential to teach primarily adults the designated trade, technical, or vocational subject assigned to them, which may include, but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential. Per California Education Code Section 47605(l), as a noncore, non-college preparatory instructor, flexibility may be given regarding credentialing.

WORKING CONDITIONS

Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This position will include office and school environments.

Physical Abilities:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to;

- Ability to perform the various physical tasks included in the instructional program;
- Hearing and vision, with correction, within normal range;
- Sufficient stamina to remain active and energetic throughout the training day;
- Ability to lift/carry/move equipment and furniture up to 50 lbs. in weight;
- Freedom from any disability that would limit or impair performance of the teaching duties and responsibilities required of this position.

Hazards:

None identified.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk** **Via: Mail, hand delivery**

CTE Teacher

FROM: **Murdock Smith**
Executive Director

DATE: **May 8, 2019**

SUBJECT: Notification of Reasonable Assurance – Certificated Employee

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year 2019-20 after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

Karen Hall – Human Resources Analyst

HIGHLANDS
COMMUNITY CHARTER SCHOOL
MAY 20 2019
HUMAN RESOURCES
RECEIVED

Employee Signature Acknowledging Receipt

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of CTE CTC Teacher at Highlands. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**: 2018 - 19 School Year

The minimum on-site obligations for this position shall generally be Monday through Friday, 8 hours a day 230 calendar, row D. Step 11. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be $78,052, to be paid twice monthly, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6.14.18

HCCS Approval:

Date: 6/28/2018 P.P. Veronica Irving, Murdock Smith

Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk**
CTE Teacher

Via: Hand delivery

FROM: **Murdock Smith**
Executive Director

DATE: **May 7, 2018**

SUBJECT: **Notification of Reasonable Assurance -- Certificated Employee**

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in 2018-19 the next school year. After the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

School Representative Signature

Employee Signature Acknowledging Receipt

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [CTE Teacher]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

update 1/26/2017

Employee Signature: _____ Date: 12.6.16

Address: 8102 Prairie Mills ct, Antelope, CA, 95843

Telephone: 916 996-4210

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter, as well as assisting HCCS in implementing its purposes, policies, and procedures. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. .

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [CTE Teacher]. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. The Employee understands that in light of the HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and administration may at times make assignments that are in addition to those

expressly described in this Agreement and the job specification. Accordingly, the Employee's duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The work schedule for 2017-2018, this positon shall be full-time Monday- Friday 8:00 am to 4:30 pm, 230 works schedule step 1 row B starting on July 10, 2017 and ending June 29, 2018. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The Employee will receive a gross base salary of $55,684.00 per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Performance Evaulation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and

modified by HCCS. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she presents no risk factors for tuberculosis, or if risk factors were identified, the Employee was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

10. **Confidentiality**

The Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. The Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

11. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall

not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

12. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Nothing in any manual of handbook (including the HCCS Employee Handbook), HCCS policy, whether written or oral, or practice of HCCS, shall provide Employee with any right or benefit which in any way limits, HCCS rights and authority as set out in this section. To the extent that a conflict is claimed to exist, this section controls.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of

the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/22/17

Address: 8102 Prairie Hills ct, Antelope, CA, 95843

Telephone: 916-996-4210

HCCS Approval:

Dated: 7/7/17

_____
Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

To: Sergey Ivanyuk — Via: Hand Delivery

From: Murdock Smith, Executive Director
Highlands Community Charter School

Please Sign and Return By
May 26,2017
To Veronica King.

Date: May 15, 2017

Subject: **Notice of Reasonable Assurance**

Highlands Community Charter School (Highlands) hereby notifies you that you have reasonable assurance of returning to work in the 2017-2018 school year as a CTE Instructor. Your return date will depend on your teaching calendar. During the regular recess periods for your position, there will be no need for your services, unless you are notified in writing.

As a reminder, all positions are employed on an at-will basis with Highlands unless otherwise expressly stated by agreement. As such, employment may be terminated at any time, with or without cause or advance notice by the employee or Highlands. As you are employed in an at-will position, receipt of this notice shall not alter or impair in any way the at-will nature of your employment with Highlands.

Nevertheless, Highlands is required by the Unemployment Insurance Code to inform you that you may file an unemployment insurance claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department and not by Highlands.

If you are not offered an opportunity to perform services in the next academic term, you may be entitled to unemployment insurance benefits, retroactive to the date you filed an initial claim, subject to the following conditions: 1) you are otherwise eligible for benefits; 2) you filed a claim for each week benefits are claimed; and 3) if a claim for retroactive benefits is made within thirty (30) days after the start of the next academic year.

Please feel free to contact me should you have any questions.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

This form needs to be returned to this office by June 1, 2017 or we will assume you are not planning to return to Highlands for the 2017 – 18 school year.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [Para Educator]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

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2. **Assignment**

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3. **Governing Law**

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E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 12.6.16

Address: 8102 Prairie Mills ct, Antelope, CA, 95843

Telephone: 916 996-4210

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

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WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

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2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [TEACHER]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

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The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of $[55,682.00] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

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10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 20, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Ms. Carreon,

On December 2, 2024, HCCTS received a follow-up response from TRUSD regarding the CTE Truck Driving program. We have prepared the following letter in response.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Volunteer Teacher
Since 2014, there has been only one truck driving teacher at the HCCTS truck driving program, Sergey Ivaniuk who confirmed that he volunteered his time to provide instruction to the non-students.

Non-Student Instructional Days
According to the information provided by Sergey Ivaniuk, Truck Driving Coordinator, in the meeting held on October 18, 2024, with the Director of Accountability and Assessment, Melissa Roberson, the direct instruction and classes for non-students were only held on the first and third Saturday of the month seasonally since 2014. Upon further investigation during the December 4, 2024 meeting between the Director of Accountability and Assessment, Melissa Roberson, Sergey Ivanyuk revealed that while the direct instruction was held on the weekends, students stopped by during the week to take tests. He also stated that he could not turn the students away. According to Sergey, there is no additional documentation regarding the non-student participation in the Truck Driving program.

Non-Student Data Discrepancy
HCCTS informed TRUSD that 49 non-students had utilized the truck driving program since 2014 because that was the information provided by Sergey Ivanyuk on October 18, 2024. As identified by TRUSD, 49 was an error since one student's name occurred on the list twice, so HCCTS should have reported 48.

Following the most recent request from TRUSD which contained an additional list of students and non-students, Sergey revealed that due to poor record keeping, he was unable to verify the total number of non-student participants who had utilized the truck driving program. He did however confirm that of the 12 names on the “Unofficial Class A Awards” document sent by TRUSD to HCCTS, 10 of them were non-students, one was a student at CICA, and one was a student at Highlands. Please see below.

Name	**Program Type**	**Status at the Time of Participation**
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Highlands Student	Student

[redacted]	Scholarship	HCCS Alumni/ Graduate
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	CICA Student	Student

As stated above, there is no additional documentation available. As a result of identifying this gap, HCCTS has taken corrective measures to improve record keeping.

Partnerships

	Agreement	**Documentation**	**Notes**
Volunteers of America (VOA)	Verbal	None	Ward Allen reached a verbal agreement, where VOA promised rent and facilities in exchange for the truck driving training of individuals from VOA who didn't have a high school diploma. As a result, our program moved to 10620 Shirra Avenue, Sacramento, CA 95655. However, a few months later, VOA demanded $110,000 for the space. We had no intention of making any payments, and since they also stopped sending us students, we decided to move.
Local 185	Verbal	Non-Executed Draft	An explanation was provided in the previous letter.
Sacramento Police Department	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

Sheriff's Office	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

HCCTS had no fiscal exchanges from Labor 185, VOA, or the sheriff's office. As of today, there have not been improvements for the 23-24 school year from Labor #185, and starting January 6, 202,5 HCCTS will no longer serve non-students in the CTE Truck Driving Program.

Scholarship

All the individuals that fall under this category are former students who graduated from Highlands and returned to finish the Truck Driving Program.

The information above was provided by Sergey Ivaniuk, the Truck Driving Program Coordinator, and the Truck Driving program.

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Sujey I Date: 8/23/2016

Address: 8102 Prairie Hills ct, Antelope,CA,95843

Telephone: 916-996-4210

Dated: 8/11/16

[NAME, TITLE]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

SCANNED
JUN 24 2016

HIGHLANDS COMMUNITY CHARTER SCHOOL
1333 GRAND AVENUE, BUILDING B
PO BOX 38924
SACRAMENTO, CA 95838
(916) 844-2283

MEMORANDUM

TO: **Sergey Ivanyuk**
Classified Staff

Via: Hand Delivery or Certified Mail

FROM: **Murdock Smith**
Executive Director

DATE: **May 13, 2016**

SUBJECT: Notification of Reasonable Assurance

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year, which begins on July 01, 2016, after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

We are required by the Unemployment Insurance (UI) Code to inform you that you may file a UI claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department (EDD) and not by the school or its unemployment claims administrator. If after the summer recess period, you are not offered an opportunity to perform services in the next academic year/term, you may be entitled to UI benefits retroactive to the date you filed an initial claim, if you file a claim for retroactive benefits within 30 days after the start of the next academic year/term, if you filed a claim for each week benefits are claimed, and if you are otherwise eligible.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 4, 2014

Status: Regular

This EMPLOYMENT AGREEMENT is entered into this 10th day of June 2015, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCTS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCTS and EMPLOYEE are collectively referred to as the "parties."

HCCTS desires to employ EMPLOYEE as an Instructional Para – CTE (Truck Driving) at HCCTS under the following terms and conditions:

1. **RECITALS:**

   a. HCCTS has been established and operates pursuant to The Charter Schools Act of 1992, Education Code section 47600, et seq. HCCTS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCTS's charter is available for review.

   b. HCCTS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCTS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCTS.

   c. Pursuant to Education Code section 47610, HCCTS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCTS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

   d. HCCTS desires to hire EMPLOYEE to assist HCCTS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2015 and shall end on June 30, 2016.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Para – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Para – CTE (Truck Driving) is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCTS.

b. (X) Full-time – 200 Days – Monday through Friday, 8:20 a.m. until 4:50 p.m./As assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCTS's size and limitations on availability of funds and personnel, HCCTS must be flexible and HCCTS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 per hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCTS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCTS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCTS and the Board of Directors of HCCTS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCTS shall evaluate and assess in writing the

performance of the EMPLOYEE as specified in HCCTS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCTS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCTS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCTS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCTS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCTS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCTS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCTS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCTS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCTS may terminate this AGREEMENT.

8. **NONRENEWAL OF CONTRACT:**

The Board of Directors of HCCTS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of HCCTS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCTS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCTS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCTS on the terms specified herein.

2. All information I have provided to HCCTS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCTS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 6.1.15

Address: 5102 Prairie Hills ct, Antelope, CA, 95843

Telephone: (916) 996-4216 Social Security Number: 618-28-9814

CHARTER SCHOOL APPROVAL:

Dated: 6/18/15

_____
Kirk Williams, Principal

_____
Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCTS.

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 11, 2014 Status: Probationary

This EMPLOYMENT AGREEMENT is entered into this eleventh day of August 2014, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCS and EMPLOYEE are collectively referred to as the "parties."

HCCS desires to employ EMPLOYEE as an Instructional Paraeducator at HCCS under the following terms and conditions:

1. **RECITALS:**

a. HCCS has been established and operates pursuant to Charter Schools Act of 1992, Education Code section 47600, et seq. HCCS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCS's charter is available for review.

b. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCS.

c. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

d. HCCS desires to hire EMPLOYEE to assist HCCS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on August 11, 2014 and shall end on June 1, 2015.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Paraeducator – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Paraeducator is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCS.

b. (X) Full-time – 200 Day

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and HCCS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCS and the Board of Directors of HCCS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCS shall evaluate and assess in writing the performance of the EMPLOYEE as specified in HCCS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCS may terminate this AGREEMENT.

e. **Probationary Period:** Highlands Community Charter School and the employee agree to a 1-year probationary period beginning on the first date of hire.

1. As a new employee, you shall be on probation for a period of 1 year commencing on your first day of work. Your conversion to "permanent status" shall be primarily conditioned and dependent upon your satisfactory service and performance of the work assigned to you and is within the exclusive discretion of the Board of Directors and its designees to determine whether or not such service is satisfactorily performed and on your having passed probation.
2. HCCS likewise reserves the rights to terminate your probationary employment even prior to the expiration of your probation period, for any of the just and authorized causes provided by existing law or for having failed to satisfactorily meet and comply with the standards associated with dependability, trustworthiness, efficiency, initiative, attitude towards work/the public/the company, its officers and co-employees, cooperation, student/vendor response, judgment, punctuality, quality/quantity of work, educability, articulateness or professionalism.
3. The employee is required to comply with all the existing rules, regulations and policies of HCCS as well as those which may hereafter be issued, including but not limited to those governing order and discipline, honesty, safety and security, work assignments, and standard operating procedures, use of HCCS properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of business.
4. The employee will be provided with a written evaluation of job performance upon completion of the probationary period.

8. NONRENEWAL OF CONTRACT:

The Board of Directors of HCCS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of HCCS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 9.4.14

Address: 8102 Prairie Hills Ct

Telephone: 916-996-4210 Social Security Number: 618-28-9814

CHARTER SCHOOL APPROVAL:

Dated: 9/4/14

_____
Kirk Williams, Principal

_____
Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between Highlands Community Charter School (HCCS) and **Sergey Ivanyuk**

PURPOSE: The purpose of this M.O.U. is to enable HCCS and **Sergey Ivanyuk** to provide instructional leadership and serve as a support for teachers and paraeducators, in order that they may assist in the building of positive, productive school environments, under the guidance of the Director of Instruction and Professional Learning and the Director of Curriculum and Program Development. Lead teachers are professionals who have demonstrated excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and paraeducators and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school.

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in the **Lead Teacher Job Classification and Description.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for the full period of the **2021-2022 academic year.**

NON-DISCRIMINATION:

As applicable, both **Sergey Ivanyuk** and HCCS agree not to discriminate in the selection, acceptance, or treatment of any student or representative of either party pursuant to this M.O.U. because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or other requirements of this M.O.U.

SCOPE OF SERVICES:

A. HCCS shall **pay a $2500 stipend bi-annually as an additional duty extension to a teacher's basic job description, provided in their original Employment Agreement. This compensation is in addition to the teacher's basic salary as outlined in their Employment Agreement**.

B. The **Lead Teacher, Sergey Ivanyuk,** shall provide the following services to Highlands Community Charter School:

1. Promote high standards and expectations for all students and staff for academic performance and responsibility for behavior. Assist with various academic projects, measurable outcomes, and compliance reporting for the purposes of promoting the overall objectives of the school.
2. Assist in the development and implementation of standards based curriculum by:
    a. Assist in the curriculum norming of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based teaching materials to deliver curriculum both virtually and in the classroom.
    c. Develop and lead curriculum development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular materials.
3. Assist in the development and implementation of staff professional development by:
    a. Assist in the orientation of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based instruction, plans and strategies to deliver instruction both virtually and in the classroom.
    c. Develop and lead professional development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular professional development.
    e. Organize and coordinate opportunities for peer observations.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

FINANCIAL OBLIGATIONS:

Under the terms of this agreement, HCCS agrees to pay Sergey Ivanyuk a $2500 bi-annual stipend, totaling $5000 for the entire academic year, to be paid in December and in July:

ENTIRE AGREEMENT:

This M.O.U. represents the entire and integrated agreement between HCCS and **Sergey Ivanyuk,** and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this M.O.U. This M.O.U. may not be modified, changed, supplemented or terminated, nor may any obligations under this M.O.U. be waived or amended, except by written instrument signed by the duly authorized representatives of HCCS.

SEVERABILITY:

Should any term or provision of this M.O.U. be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this M.O.U. shall be valid and enforced as written to the full extent permitted by law.

CALIFORNIA LAW:

This M.O.U. shall be constructed in accordance with and governed by the laws and decisions of the County of Sacramento and the State of California.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, HCCS and **Sergey Ivanyuk** have executed this M.O.U. as of the date first above written.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Executive Director

Murdock Smith
Printed Name

Executive Director
Title

06/03/21
Date

Lead Teacher

Sergey Ivanyuk
Printed Name

CTE Teacher
Title

6.9.21
Date

Director of Curriculum and Program Development

Niccole Scroggins
Printed Name

Director of Curriculum & Prog. Dev.
Title

06/03/21
Date

Director of Instruction and Professional Learning

Katrina Tupper
Printed Name

Director of Inst. + Pro. Learn.
Title

06/03/21
Date

HIGHLANDS
COMMUNITY CHARTER SCHOOL

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("TRUSD"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and which has been duly approved by TRUSD, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from TRUSD, which granted the charter. TRUSD shall not be liable for any debts and obligations of HCCS and the employee signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

YM&C YOUNG, MINNEY & CORR, LLP
CHAMPIONS OF OUTSTANDING CHOICES IN PUBLIC EDUCATION FOR ALL CHILDREN
WWW.MYCHARTERLAW.COM
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4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of **CTE Teacher.** The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time at the sole discretion of HCCS.

2. **Work Schedule**

The minimum on-site obligations for the 2019-2020 school year shall be **1 FTE, on a 210 Calendar, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** Additionally, the employee shall work a Summer Session, with an **additional 20 days of service, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** While the Employee shall be available on-site during this time period, the duties of this **exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be **$71,265** on a **210 teacher salary schedule, Column D, Step 11,** to be paid twice monthly, subject to all regular withholdings. During Summer Session, the Employee shall be paid at a daily rate of **$339.36**. Total annual compensation, including Summer Session shall be **$78,052,** subject to all regular withholdings.

The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs

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and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Professional Development**

The Employee shall attend all mandatory professional development meetings and staff meetings unless an emergency situation prevents attendance. Failure to do so may result in disciplinary action up to and including termination.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim

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of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than

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the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

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2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/21/19

HCCS Approval:

Date: 06/21/19

_____
Karen Hall, Human Resources Analyst

This Employment Agreement is subject to ratification and approval by the Governing Board of Highlands Community Charter School

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	CTE Teacher
Work Calendar:	209 Days
Exempt/Non-Exempt Designation:	Exempt or Non-Exempt
Funding Source:	General Fund
Pay Type:	Salary or Hourly
Pay Schedule:	$70,429 - $103,221 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:
Under direction of the Director of Workforce Solutions, or their appointed designee, the CTE Teacher will instruct in one or more core academic or work based subject areas and provide related services to students. Candidates must have a strong desire to work with students to help them achieve their academic, personal, and professional goals. Position requires standards-based lesson plans and curriculum planning with a team; participation in site, and professional development meetings; developing and implementing lessons; keeping accurate records and grades; and, attendance at some after-school meetings/events.

Essential Duties and Responsibilities:

- Compile, administer, and grade examinations, or assign this work to others
- Evaluate and grade students' class work, assignments, and papers
- Maintain timely student attendance records, grades, and other required records
- Initiate, facilitate, and moderate classroom discussions
- Plan, evaluate, and revise curricula, course content, and course materials and methods of instruction
- Prepare course materials such as syllabi, homework assignments, and handouts
- Keep abreast of developments in the career field by reading current literature, talking with colleagues, and participating in professional development and conferences.
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Advise and assist students
- Participate in campus and community events
- Collaborate with colleagues to address teaching and research issues
- Advise students on academic progress
- Serve on academic or administrative committees that deal with institutional policies, departmental matters, and academic issues
- Act as advisers to student organizations
- Participate in and attend regular professional development
- Participate in student recruitment, registration, and placement activities
- Adapt training methods to the needs of learners with diverse cultural backgrounds

and varying intellectual abilities and attitudes

- Develop and use a variety of instructional materials suitable for verbal, visual, and hands-on instruction of all learners
- Establish and maintain standards of student behavior needed to achieve effective participation in all activities
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Maintains professional competence through participation in in-service education activities provided HCCS and/or self-selected professional growth activities
- Perform additional job duties as it relates to student success and the overall objectives of the program as assigned

Education and Training:

- Any combination of education and/or experience working in Adult Education related activities or an education setting is preferred; previous industry experience is desirable.

Experience/Minimum Qualifications:

- High school diploma
- three years of work experience directly related to the industry sector, defined as 1,000 hours
- Possess or qualify for a Career Technical Education (CTE) teaching credential, or Adult Education Elementary and Secondary Basic Skills teaching credential, or a Multiple Subject credential, or any Single Subject credential
- The ability to communicate with a diverse group of people on a daily basis
- Possession of a valid California driver's license

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	Truck Driving Coordinator
Work Calendar:	250 Days
Exempt/Non-Exempt Designation:	Exempt
Pay Type:	Salary
Pay Schedule:	$103,712 - $138,984 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:

The Highlands Community Charter and Technical Schools Truck Driving Coordinator provides instruction, training, and resources to staff and students participating in the Truck Driving Career Technical Education program. Reports directly to the Director of Workforce Solutions.

Essential Duties and Responsibilities:

- Oversight over all Truck Driving Programs in the school at various sites including training of career technical education candidates seeking their Class A licensing
- Plan and develop new Truck Driving programs as needed
- Participate in compliance reviews and the development of standards, goals, and objectives for Truck Driving
- Make recommendations for changes and improvements; implement approved changes and monitor work activities to ensure compliance within established guidelines
- Teaches demonstration lessons with teachers taking over class instruction after the demonstration. Acts as an effective model/leader of the ongoing program.
- Provides training to teachers in up to date compliance and record keeping to meet curriculum goals.
- Maintains current knowledge of certification and instructional practices that relate to truck driving.
- Coordinate major repairs as needed, keep track of maintenance completed
- Lead and participate in student outreach for designated career technical education programs
- Performs additional duties as assigned as it relates to the overall objectives of the position.

Education and Training:

- Hold a valid California teaching credential in industrial arts and three years of classroom teaching experience required
- Experience above the minimum three years may be substituted for education.
- 2 years prior leadership or supervisory experience is preferred.

Experience/Minimum Qualifications:

- Ability to communicate with and lead a diverse community
- Ability to coordinate curriculum in accordance with school-wide articulation that engages teachers, administrators, and partners to articulate students to post-secondary and workforce opportunities
- The position requires knowledge of planning, organization, and coordination of articulated curriculum and programs or related experience
- Possession of a valid California Class A driver's license Require
- Bilingual Preferred

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

EXHIBIT AN

2024.12.02.Ltr.Notice of Complaint Received CTE Truck Driving Program Reply to HCCTS 11-1-24 Response

Board of Trustees

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Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

December 2, 2024

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCTS allows non-students to participate in the CTE Truck Driving certification courses. In its Notice of Complaint/Request for Information dated October 3, 2024, the District requested a response to multiple items by no later than 5:00 p.m. on November 1, 2024. HCCTS responded on November 1, 2024 at 3:34 p.m.

Outlined below is a summary of the District's findings and additional actions required based on our review of HCCTS' response.

1. CTE Truck Driving for Non-Students

TRUSD Findings

- HCCTS stated "The teacher of the truck driving program volunteered to teach them on the first and third Saturdays of the month seasonally each year." However, in the RFI CTE Truck Driving Program forms provided by HCCTS the District found only three "Lessons" that occurred on a Saturday and of those three, only one fell on the first or third Saturday.

While these forms may include notes for dates in which students did not attend class, many of the notes do indicate in-person training, specifically as seen in the comments and rating columns.

Information Request – Action Needed

- Confirm that the teacher who volunteered back in 2014 has remained with the program through 2023-24 and/or confirm that all teachers of the CTE Truck driving program that provided instruction to non-students also volunteered their time.

- Explain the discrepancies between HCCTS' assertion that trainings were conducted on the 1st and 3rd Saturday and the documentation which shows trainings mainly taking place Monday – Friday.

2. Data Discrepancy Between Students and Non-Students

TRUSD Findings

- HCCTS stated that 49 non-students in the last 10 years have utilized the truck driving facilities. However, in the 49-page response, HCCTS provided proof of 48 students, with one student listed on two pages (Celest McPeak).

- The District had been made aware of 12 additional students who participated in the CTE Truck Driving course during the 2023-24 school year, which were not included in HCCTS' response.

Information Request – Action Needed

- Please provide documentation for the additional 49th student that was missing in the November 1 response and confirm whether each of the individuals listed in the table below were students or non-students. Include in your response documentation for teacher instruction/in-person training days for the students listed below.

Unofficial Class A Awards				
SID#	**Name**	**School**	**Start Date**	**Grad Date**
	[redacted]	Law Enforcement	8/8/22	6/12/23
		Law Enforcement		7/28/23
		HCCS		8/16/23
		Scholarship	7/3/14	8/18/23
		Law Enforcement		1/17/24
		Law Enforcement		1/18/24
		Law Enforcement		1/19/24
		Local 185		1/24/24
		Local 185		2/29/24
		Local 186		3/28/24
		Law Enforcement		4/25/24
		CICA		6/25/24

2. Partnerships

TRUSD Findings

- The District noted multiple categories for each non-student including "labor union", "VOA", and "Scholarship". In the November 1 response, HCCTS provided an explanation for the Local #185.

- HCCTS stated that Board Member Doyle Radford tapped the Local #185 union in early days (2014), but this union is referenced as recently as 2021.

Information Request - Action Needed

- Please provide an explanation for the labor unions identified other than Local #185. Include any documentation which reflects agreements and/or partnerships.

- Describe what each designation means, specifically what is "VOA" and what is meant by "scholarship". Include in your response, records/documentation of all moneys collected for the CTE Truck Driving program for non-student participation.

- Since Mr. Radford is no longer on the Board, please clarify your current connection to the Local #185 and outline the agreement regarding free training in return for in-kind improvements/facility repairs for the 2023-24 school year. Include in your response documentation for the improvements and/or repairs that HCCTS received during the 2023-24 school year.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

EXHIBIT AO

2024.12.02 Truck Driving Program Follow-up_Redacted

EXHIBIT AP

3.27.25 HCCTS - SD Sublease Newmark

AIRCRE contracts

EXCLUSIVE LISTING AGREEMENT FOR SUBLEASE OF REAL PROPERTY

(Non-Residential)

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("**Agreement**"), dated for reference purposes only March 27, 2025 , is made by and between Highlands Community Charter and Technical Schools, a California non-profit corporation , whose address is 406 9th Avenue, Suite 310, San Diego, CA 92101 , telephone number ____, Fax No. ____ ("**Sublessor**"), and Cornish & Carey Commercial, a California corporation dba Newmark , whose address is 980 Ninth St., #2500, Sacramento, CA 95814 , telephone number 916-569-2372 , ~~Fax No.~~ Email: jack.blackmon@nmrk.com ("**Agent**").

1.2 **Master Lease:** That certain lease dated February 10, 2023 , which lease was amended on the following dates NONE (if there are no amendments, write "NONE") ("**Master Lease**"), entered into by and between Alan Shera, an Individual , as lessor ("Master Lessor") and Highlands Community Charter and Technical Schools, a California non-profit corporation , as lessee. (See also Paragraph 3.)

1.3 **Property:** The real property which is the subject of this Agreement, which consists of (check the appropriate box) ☑ all or ☐ a part of the premises leased to Sublessor under the Master Lease, is commonly known as (street address, city, state, zip) 406 9th Avenue, Suite 310, San Diego, CA 92101 , located in the County of San Diego , and generally described as (describe briefly the nature of the property): office space ("**Property**"). (See also Paragraph 3)

1.4 **Term of Agreement:** The term of this Agreement shall commence on March 27, 2025 and expire at 5:00 p.m. on February 28, 2026 ("**Term**").

1.5 **Sublease Terms:** Agent is employed to sublease all or a portion of the Property on the following terms: All of the subject space, Suite 310 or such other terms as may be agreeable to Sublessor.

1.6 As used herein the term Sublease shall include: (1) a Sublease of all or any portion of the Property for all or any portion of Sublessor's lease term; (2) an assignment of all or any portion of Sublessor's lease or lease term; or (3) any other transaction or event which causes or allows Sublessor's liability under the lease to be reduced or terminated, including without limitation lease termination for any reason and/or Master Lease buyout.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Sublessor hereby employs Agent as Sublessor's sole and exclusive agent to represent Sublessor in subleasing the Property. Agent shall use reasonably diligent efforts to find a sublessee. All negotiations and discussions relating to subleasing shall be conducted by Agent on behalf of Sublessor. Sublessor shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Sublessor from any source regarding a possible sublease of the Property.

2.2 Sublessor authorizes Agent to:

(a) Place advertising signs on the Property;

(b) Place a lock box on the Property if vacant;

(c) Accept deposits from potential Sublessees; and

(d) Communicate the availability of the Property for sublease and distribute all information regarding the Property to participants in THE MULTIPLE ("**MULTIPLE**") of AIR CRE ("**AIR**") and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential sublessees. Agent shall not, without Sublessor's consent, disclose the monetary terms of the Master Lease. Unless otherwise instructed, Agent shall censor the Master Lease's monetary terms prior to its distribution. Sublessor shall identify as "confidential" any communication or information provided to Agent that Sublessor considers confidential and does not want disclosed. All other information provided by Sublessor may be disclosed as Agent may deem appropriate or necessary. Agent may publicize the terms of any consummated sublease.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property as available for sublease to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "**Cooperating Broker**"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this

INITIALS

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Agreement against Sublessor or Agent.

2.4 If Agent finds a prospective sublessee for all or a part of the Property, Sublessor hereby authorizes Agent also to represent and act as the agent for such sublessee and Sublessor consents to such dual agency. If a Cooperating Broker finds such a sublessee, then Agent shall act as agent for Sublessor only, the Cooperating Broker shall act as agent for the sublessee only, and the Cooperating Broker shall not be Sublessor's agent, even though the Cooperating Broker may share in the commission paid by Sublessor to Agent. A Cooperating Broker shall not be an agent or subagent of Sublessor or Agent. Sublessor hereby agrees that Agent may represent and act as the agent for the Master Lessor, and Sublessor consents to such multiple agency.

2.5 Sublessor understands that Agent may also represent other lessors and lessees/sublessees with regard to competing properties.

3. PROPERTY; MASTER LEASE.

3.1 The term "Property" shall include all of the following which are owned by Sublessor, currently on or in the Property, and are permitted to be transferred under the Master Lease: permanent improvements, electrical distribution systems, power panels, buss ducting, conduits, disconnects, lighting fixtures, telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, and built-ins, such as cabinets.

3.2 Sublessor shall fully and timely perform all of Sublessor's obligations under the Master Lease and maintain the Master Lease in good standing.

3.3 Within 5 business days after the commencement of the Term hereof, Sublessor shall provide Agent with the following:

(a) A true, correct and complete copy of the Master Lease including any amendments or prior assignments;

(b) A duly completed and fully executed Estoppel Certificate on the most current form published by the AIR;

(c) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR (modified by changing the reference to "Owner" in such form to Sublessor);

(d) Copies of other documents containing any limitations on Sublessor's right, ability and capacity to consummate a sublease; and

(e) If available to Sublessor, copies of building plans for the Property.

3.4 Agent shall have no responsibility for maintenance, repair, replacement, operation or security of the Property, all of which shall be Sublessor's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Sublessor, anyone in possession of the Property or any sublessee or prospective sublessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. COMMISSION.

4.1 Sublessor shall pay Agent a commission ☑ in the amount of 7.5% ☐ in accordance with the commission schedule attached hereto ("**Agreed Commission**") for a sublease of the Property, whether such sublease is consummated as a result of the efforts of Agent, Sublessor or other persons or entities. Such Agreed Commission is payable when:

(a) A sublease for the Property or a portion thereof is executed; or

(b) The Master Lease is voluntarily or involuntarily terminated or Sublessor is relieved of future liability for rent under the Master Lease, whether by cancellation, Master Lessor's exercise of any of its rights under the Master Lease or otherwise; or

(c) Sublessor (i) removes or withdraws the Property from the market; (ii) acts as if the Property is not available for a sublease; (iii) treats the Property as not available for a sublease; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; (vi) changes the Master Lease (including, without limitation, reduction of the term of the Master Lease) or changes the physical condition of the Property, which such changes adversely impact the value, use, desirability, leasability or marketability of the Property; or (vii) terminates, cancels, repudiates, surrenders, breaches or defaults of its obligations under the Master Lease.

4.2 If Master Lessor's consent or approval of a sublease is required, then Sublessor shall, at Sublessor's sole cost and expense, use Sublessor's reasonable best efforts to obtain such consent or approval, and Agent shall not be entitled to the Agreed Commission for such sublease unless Master Lessor's consent or approval is obtained or waived by Sublessor and sublessee.

4.3 In calculating the Agreed Commission, all forms of consideration payable to Sublessor shall be considered, including, without limitation, Rent, goodwill and key money. If Sublessor is released from future rent liability under the Master Lease, the Agreed Commission shall be calculated on the basis of the total Rent which otherwise would have been due from Sublessor for the remaining term of the Master Lease.

5. ALTERNATIVE TRANSACTION. Agent shall also be Sublessor's sole and exclusive agent for an assignment of Sublessor's interest in the Master Lease ("**Alternative Transaction**") and represent Sublessor in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Sublessor shall pay Agent

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the Agreed Commission.

6. EXCLUDED AND REGISTERED PERSONS.

6.1 Sublessor shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Sublessor by any other broker under any prior agreement concerning subleasing of the Property (**"Excluded Persons"**, see Paragraph 6.5). If any such names are so provided, then the Commission paid to Agent with respect to consummation of a transaction with an Excluded Person shall be limited as follows: if such transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to one-half of the Agreed Commission. If no names are provided as specified, it shall be conclusively deemed that there are no Excluded Persons.

6.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Sublessor, in writing, with the names of those persons or entities with whom Agent either directly or through another broker had negotiated for a sublease of the Property during the term hereof (**"Registered Persons"**, see Paragraph 6.5). Those persons or entities who submitted written offers or letters of intent for a sublease of the Property shall, however, automatically be Registered Persons. If Agent fails to timely notify Sublessor of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. If Agent wishes to register the client of a Cooperating Broker, Agent must obtain and submit to Sublessor written approval of such registration signed by such Cooperating Broker. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Sublessor hereby consents to any such Dual Agency.

6.3 If, within 180 days after the expiration of the Term hereof, Sublessor enters into a contract with a Registered Person for consummation of a sublease of the Property, then Sublessor shall pay Agent the Agreed Commission for such sublease upon the consummation of such sublease.

6.4 If, within 180 days after the expiration of the Term hereof, Sublessor enters into another sublessor-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Sublessor shall provide to Sublessor's new broker the names of the Registered Persons, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a sublease of the Property with a Registered Person.

6.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

7. SUBLESSOR'S REPRESENTATIONS.

7.1 Sublessor represents and warrants as follows:

(a) Each person executing this Agreement on behalf of Sublessor has the full right, power and authority to execute this Agreement as or on behalf of Sublessor;

(b) Sublessor has the full right, power and authority to execute and deliver this Agreement, to consummate a sublease of the Property and to perform Sublessor's obligations hereunder;

(c) The execution, delivery and performance of this Agreement by Sublessor or Agent will not breach any provision of the Master Lease;

(d) Sublessor is not the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Sublessor's right, ability and capacity to consummate a sublease of the Property, except as disclosed in writing pursuant to Paragraph 3.3(d).

8. SUBLESSOR'S ACKNOWLEDGMENTS. Sublessor acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and the subletting of the Property, as well as the condition and/or legality of the Property, including, but not limited to, the environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Sublessor and Agent. Sublessor further acknowledges that in determining the financial soundness of any prospective Sublessee or security offered, Sublessor will rely solely upon Sublessor's own investigation, notwithstanding Agent's assistance in gathering such information.

9. MISCELLANEOUS.

9.1 This Agreement shall not be construed either for or against Sublessor or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

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9.2 All payments by Sublessor to Agent shall be made in lawful United States currency. If Sublessor fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

9.3 In the event of litigation or arbitration between Sublessor and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

9.4 Sublessor agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Sublessor to make a full and complete disclosure pursuant to law and paragraph 3.3 or as a result of the fact that any of the representations made by Sublessor (see paragraph 7) were not true at the time that this Agreement was signed.

9.5 Sublessor hereby releases and relieves Agent, and waives Sublessor's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Sublessor, whether or not due to the negligence of Agent.

9.6 Sublessor agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.4) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

10. ARBITRATION OF DISPUTES.

10.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: ☑ THE AMERICAN ARBITRATION ASSOCIATION OR ☐ ____ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

10.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

10.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Sublessor's Initials _____ Agent's Initials _____

10.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 10.3.

11. Additional Provisions. Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs ____ through ____ (if there are no additional provisions write "NONE"):

____

12. Disclosures Regarding the Nature of a Real Estate Agency Relationship. When entering into an agreement with a real estate agent a Sublessor should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Sublessor's Agent.* A Sublessor's agent may act as an agent for the Sublessor only. A Sublessor's agent or subagent has the following affirmative obligations: To the Sublessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. To a

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potential buyer/lessee and the Sublessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Agent Representing Both Parties.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Sublessor as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Sublessor will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Sublessor from the responsibility to protect its own interests. Sublessor should carefully read all agreements to assure that they adequately express its understanding of the transaction.

Dated: 3/27/25

SUBLESSOR
Highlands Community Charter and Technical Schools, a California non-profit corporation

By: _____
Name Printed: Matthew Lemos
Title: CBO
matthew.lemos@hccts.org

Dated: 3.27.25

AGENT
Cornish & Carey Commercial, a California corporation dba Newmark

By: _____
Name Printed: Jack Blackmon
Title: Director
Broker DRE License #: 00832933
Agent DRE License #: 01999561
Address: 980 Ninth St., #2500, Sacramento, CA 95814
Phone: 916-569-2372
Fax: Email: jack.blackmon@nmrk.com
Email: ____

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AIRCRE contracts

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with

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this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ SubLessor ☐ Lessee _____ Date: 3/27/25

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: ____

Agent: Cornish & Carey Commercial a California Corporation dba Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By
:

_____ DRE Lic. #: 01999561 Date: 3.27.25
(Salesperson or Broker-Associate)
Jack Blackmon

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

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2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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EXHIBIT AQ

406 9th Avenue San Diego 6.2025


406
Ninth Avenue
SAN DIEGO, CA
@ THE CORNER OF
WORK & PLAY!
NEWMARK

PROPERTY HIGHLIGHTS

- Urban / industrial office suite built above the historic TR Produce warehouse in San Diego's East Village
- ±1,068 square feet
- Master lease expires February 28, 2026
- Includes a dedicated balcony with unparalleled views of Petco Park
- Open floor plan with private restroom
- Modern, highend finishes
- Walking distance to restaurants, hotels and entertainment venues
- Convenient transit access to I-5, I-8, 94, 163 and 15



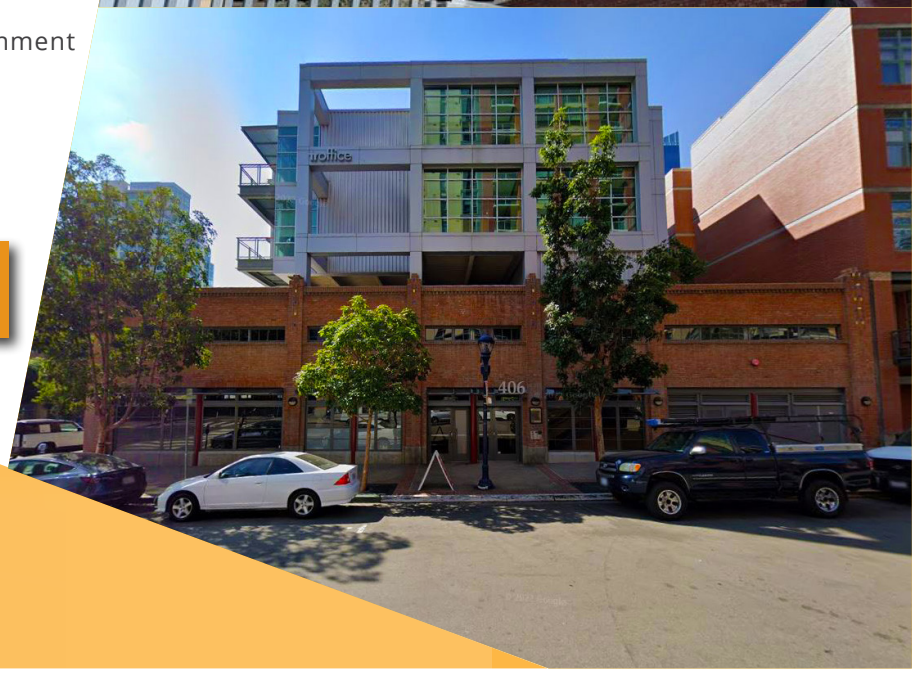



EXPLORE EAST VILLAGE
CLICK HERE

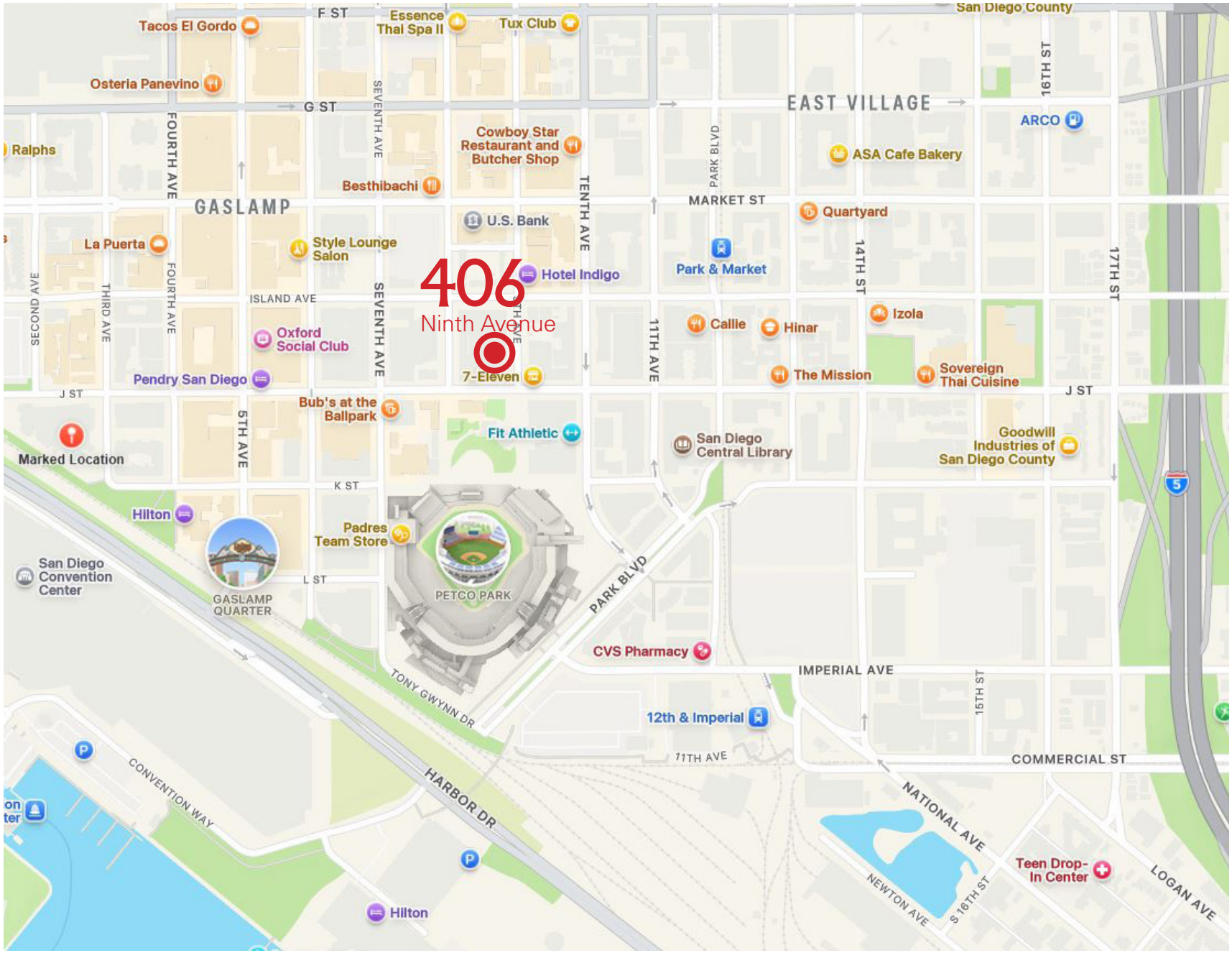
406
Ninth Avenue
F ST
G ST
J ST
K ST
L ST
Tacos El Gordo
Essence Thai Spa II
Tux Club
Osteria Panevino
Ralphs
GASLAMP
EAST VILLAGE
Cowboy Star Restaurant and Butcher Shop
Besthibachi
U.S. Bank
ASA Cafe Bakery
ARCO
Quartyard
Park & Market
La Puerta
Style Lounge Salon
Hotel Indigo
Oxford Social Club
Pendry San Diego
7-Eleven
Callie
Hinar
Izola
The Mission
Sovereign Thai Cuisine
Bub's at the Ballpark
Fit Athletic
San Diego Central Library
Goodwill Industries of San Diego County
Marked Location
Hilton
Padres Team Store
PETCO PARK
GASLAMP QUARTER
San Diego Convention Center
CVS Pharmacy
12th & Imperial
Teen Drop-In Center
FOURTH AVE
FIFTH AVE
SEVENTH AVE
TENTH AVE
11TH AVE
PARK BLVD
MARKET ST
ISLAND AVE
SECOND AVE
THIRD AVE
14TH ST
16TH ST
17TH ST
IMPERIAL AVE
15TH ST
COMMERCIAL ST
TONY GWYNN DR
HARBOR DR
CONVENTION WAY
NATIONAL AVE
NEWTON AVE
S 16TH ST
LOGAN AVE
5

406
Ninth Avenue

SUITE 310 ±1,068 SF

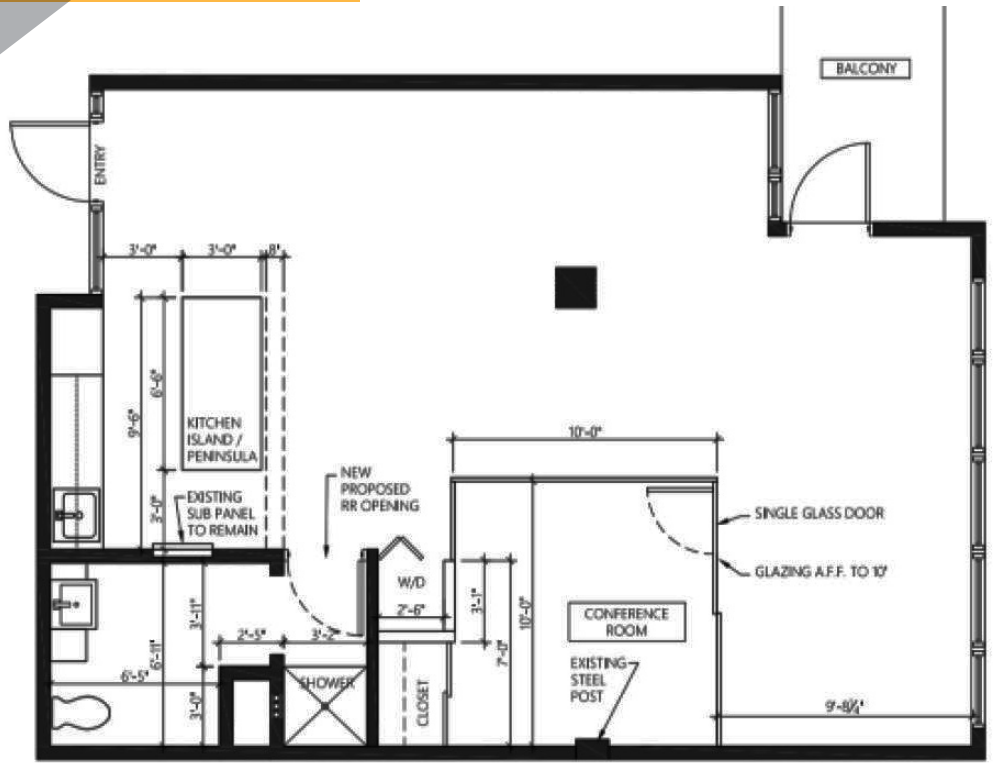

EXISTING FLOOR PLAN

- Open Area
- Private restroom
- Master lease expires February 28, 2026

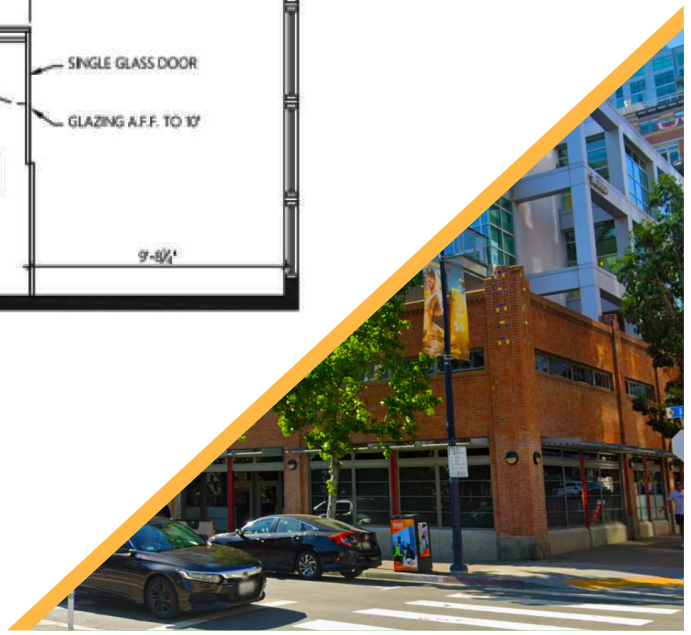


406
Ninth Avenue
SAN DIEGO, CA
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NEWMARK
LUCAS LUGO
916-569-2322
lucas.lugo@nmrk.com
CA RE License #01916673
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jack.blackmon@nmrk.com
CA RE License #01999561
JODIE ROBINSON
916-569-2318
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CA RE License #02214357

EXHIBIT AR

MUTUAL TERMINATION OF LEASE AGREEMENT

MUTUAL TERMINATION OF LEASE AGREEMENT

RECITALS

Whereas, City of Marysville, a municipal corporation ("City") and Highlands Community Charter Technical Schools ("Lessee") entered into a lease ("Lease"), made effective May 1, 2023, of a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Whereas, City and Lessee now mutually agree to terminate the Lease upon the terms of this agreement ("Agreement") set forth herein.

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this "Termination Agreement", and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Lessee (collectively, "Parties") hereby agree as follows:

1. **Termination of Agreement.** Effective November 30, 2024 ("Termination Date"), the Parties agree to terminate the Agreement. The Agreement shall have no force or effect after the Termination Date.

2. **Consideration**. City shall continue to receive payment equal lease payments from Lessee from December 1. 2024, through April 30, 2026, in the amount of $33,639.80.

    - City shall also have the ability to lease the Property to another lessee as of the Termination Date.
    - The Lessee will sell certain equipment (Exhibit A) to the City for $1.00 (one dollar and no cents), with the option of having it returned if the Lessee leases the Property in the future. City expressly acknowledges this option and the potential for Lessee to lease the Property in the future, subject to mutual agreement of the Parties.

3. **Effect of Termination on Agreement.** Except as expressly provided in this Agreement, the Parties acknowledge and agree that their respective rights and obligations under the Lease are terminated, aside from claims which might be the subject of indemnity obligations, which shall survive until the claims are resolved.

4. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Agreement, this Termination Agreement, and the consummation of the transactions contemplated hereby.

5. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under the Agreement to any third party. Each Party represents that the execution and delivery of this Termination Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.

6. **No Admission of Liability.** City and Lessee expressly agree and acknowledge that their entering into this Termination Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wronging with respect to the Agreement.

7. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Termination Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Termination Agreement, and to evidence the termination of the Agreement, and to release all obligations and liabilities of the Parties thereunder.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS TERMINATION AGREEMENT AS OF THE TERMINATION DATE.

CITY OF MARYSVILLE

By: _____
JIM SCHAAD, City Manager
City of Marysville

HIGHLANDS COMMUNITY CHARTER TECHNICAL SCHOOL

By: _____
BILL MCGUIRE, Executive Director
Highlands Community Chater Technical School

ATTEST

By: _____
NADINE SIMS, City Clerk
City of Marysville

Exhibit A
Marysville Equipment Inventory List - 11/20/24

Item Description	Purchase Cost	Purchase Date
2008 TORO 5510 Fairway Mower	$ 5,500.00	May-23
JOHN DEERE 220 E - Hybrid Mower	$ 4,690.67	May-23
JOHN DEERE 1200A	$ 22,385.79	Sep-23
BOBCAT Diesel Utility Vehicle - UV34	$ 19,917.88	May-23

EXHIBIT AS

Marysville_Expenses Chart

HCCS - 7689

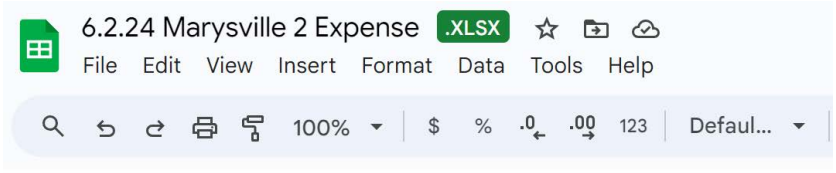

A1

	A	B	C	D	E	F	G
1		Terms					
2		Start	5/1/2023				
3		End	5/1/2026		Paid		
4		Amount	2,000				
5		Increase	3%	Annually			
6							
7		Year 1	Year 2	Year 3			
8	1	2,000.00	2,060.00	2,121.80	May		
9	2	2,000.00	2,060.00	2,121.80	June		
10	3	2,000.00	2,060.00	2,121.80	July		
11	4	2,000.00	2,060.00	2,121.80	August		
12	5	2,000.00	2,060.00	2,121.80	September		
13	6	2,000.00	2,060.00	2,121.80	October		
14	7	2,000.00	2,060.00	2,121.80	November		
15	8	2,000.00	2,060.00	2,121.80	December		
16	9	2,000.00	2,060.00	2,121.80	January		
17	10	2,000.00	2,060.00	2,121.80	February		
18	11	2,000.00	2,060.00	2,121.80	March		
19	12	2,000.00	2,060.00	2,121.80	April		
20	**Total**	**24,000.00**	**24,720.00**	**25,461.60**	**74,181.60**		
21							
22			**Total Paid YTD**		**28,120.00**		
23							
24			**Owed**		**46,061.60**		
25							
26							
27							
28							
29							
30							
31							

EXHIBIT AT

Marysville 2

Vendor	Average Monthly Expense		Average expense if lease wasn't terminated	
Always Green Landscaping	$	6,458.00	$	232,488.00
City of Marysville Lease (Term: 05.01.23-04.30.26)	$	2,060.00	$	74,160.00
City of Marysville Utilities (Cal Water Services/ PG&E)	$	1,700.00	$	61,200.00

List of Equipment		
2008 Toro 5510 Fairway Mower	$	5,500.00
John Deere 220 E - Hybrid Mower	$	4,690.67
John Deere 1200A	$	22,385.79
Bobcat Diesel Utility Vehicle - UV34	$	19,917.88
Total Equipment Expense	$	52,494.34

EXHIBIT AU

Marysville_Baseball field Lease agreement

Item #08

Date: June 20, 2023

To: Mayor and City Council

From: Dan Flores, Community Development Director
Jim Schaad, City Manager

Subject: Lease Agreement for Bryant Field

Recommendation:

Pass a Motion to approve a Lease Agreement for Bryant Field, between the City of Marysville and Highlands Community Charter School.

Background:

Highlands Community Charter School is a Public Adult Community Charter School with a strong presence in the Sacramento and San Diego Region as well as a branch located in the City of Marysville. An important component of the mission of Highlands is building legacies leading to self-sufficiency and generational change through strong community partnerships. Highlands has expressed a desire to lease Bryant Field as a training and event facility, further enhancing its partnership commitment with the City of Marysville.

Discussion and Analysis:

Highlands Community Charter School is an Adult Charter School with over 13,000 students and 30 locations throughout the State of California. Highlands has demonstrated a strong commitment and substantially invested in improving and maintaining Bryant Field. Highlands' commitment and investment have made it possible for the Marysville Drakes Baseball Team to safely play baseball on the field. The Drakes are part of a larger independent professional baseball league called the "Pecos League" with 16 teams throughout the United States including 8 teams in California. The improvements have also created a more attractive environment for other potential events at the ballpark.

Highlands recognized the benefit of training students at Bryant Field and utilizing the stadium for large events related to their school. The City created a mutually beneficial lease agreement. The lease agreement is to be effective May 1, 2023, as Highlands did some maintenance and improvements beginning on that date.

Some key terms of the lease agreement include 1) The lease is for 3 years with the option for renewal. 2) The lease rate is $2,000 per month with a 3% increase each year. 3) The Lessee (Highlands) will be solely responsible for all maintenance and City-approved improvements to the ballpark or field. 4) The Lessee is responsible for all utility expenses (water, sewer, electricity, gas) during the term of the lease. 5) The City will maintain the right to continue holding community and other reserved events at the ballpark under the terms indicated in the lease agreement. 6) All billboards, banners, and other forms of advertising including electronic billboards must be pre-approved by the City. 7) Lessee will have naming rights

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $2,000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the

defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies: Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements: Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2023 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No Assignment or Sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No Release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee fail to request negotiation with the City within fifteen (15) days of the date the City notifies Lessee of its intention to negotiate to have a substitute baseball team or should the parties fail to reach an agreement within sixty (60) days of such notification, the City shall be free to negotiate with others concerning a substitute baseball team to hold baseball games at the Property. The City must approve the name of any successor team within its absolute discretion. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: Murdock Smith
Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283
murdock.smith@hccts.org

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification: Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its City Manager

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: 6/16/23

By: _____
Murdock Smith, its Executive Director/CEO

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville, CA 95901

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6/16/23

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____
its Executive Director/CEO

DATE: 06/25/2023

CITY OF MARYSVILLE

By: _____
its City Manager

ATTEST: _____
City Clerk

EXHIBIT AV

Marysville 2_Lease agreement

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $5000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims.

Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies; Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements; Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2020 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No assignment or sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property. The name of any successor team shall be "the Marysville Gold Sox" unless the City consents to a different name.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: _____
_____
_____
(___) ___-____
(___) ___-____ facsimile

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification; Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

    Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its _____

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: _____

By: _____
_____, its _____

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville CA 95901

_____

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6.12.2023

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____

its Executive Director/CEO

DATE: _____

CITY OF MARYSVILLE

By: _____

its _____

ATTEST: _____
City Clerk

EXHIBIT AW

2024.09.24 Response NOC_RFI Marysville 2

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

September 24, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/Request for Information Regarding Marysville 2 Location

Dear Shari Warta,

In response to the notice of concern and request for information, we have prepared the following report. The report addresses questions and concerns related to the Marysville 2 location.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

The Sponsorship
On March 14, 2023 Highlands Community Charter School received a request for information from TRUSD. On April 5, 2023 HCCTS sent TRUSD a response with the evidence of a proposal for sponsoring the Marysville Drakes Baseball Team dated March 11, 2023. The proposal outlined the various benefits that HCCTS would gain from this sponsorship. As provided in the previous letter, Highlands received the following marketing benefits from the $25,000 sponsorship:

● The field name will be “It’s Never Too Late…” Field with logo graphic provided by HCCTS

● HCCTS will designate a series of home games with allowance to set up, manage, and maintain student recruitment stations

● HCCTS Graphics will be used on game programs, snack bar menus or other printed materials pertaining to Drake's home games

● Banner or painted graphic to be placed on right-center field wall with HCCTS designated logo

● Designated HCCTS Painted Graphic on a home-field dugout

● On Deck Circle Rug with HCCTS, "It's Never Too Late…” Graphic on Home and Visitors station

● 6 VIP Tickets will be made available for 2023 scheduled home games. Optional tickets for visiting tickets to all affiliate Pecos League Team games. Given a written request for those tickets five days in advance of the game desired

● Notification of the Drakes employment for team support positions for local Highlands students or students of Highlands students 16 years or older to be interviewed for potential hire

● ‘It’s Never Too Late…’ HCCTS Logo patch placed on team game day uniforms/or/game day hat

● HCCTS Branding displayed on game day tickets

● One designated HCCTS Group Night

The sponsorship provided to the city of Marysville is unrestricted funds. Highlands has no knowledge of how the money was spent.

CTE Programs at Marysville 2
Highlands Community Charter School signed an MOU with Marysville 2 baseball field) with the intention of creating a CTE program (landscaping) and expanding our sports officiating program to Marysville 2. Due to staffing challenges, and the inability to acquire a qualified and credentialed teacher to lead these programs, we are now meeting with the City of Marysville and resonidering this lease agreement. This consieration reflects our commitment to efficiently allocating resources and prioritizing areas that most benefit our students and the community. Our primary concern remains the best interests of our students.

EXHIBIT AY

2024.10.16 Ltr.TRUSD Reply to HCCTS Response Re.Marysville 2 Location and Donations

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

October 16, 2024

Via Email

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Concern – "Marysville 2" Location TRUSD Reply to HCCTS' Response Received September 25, 2024

Dear. Mr. McGuire:

By correspondence dated March 14, 2024, the Twin Rivers Unified School District ("District") sent a Notice of Concern and Request for Information to Highlands Community Charter and Technical Schools ("HCCTS") of our concerns related to the site located at 1431 C Street, Marysville CA, 95901 ("Marysville 2"). The notice also requested information regarding a $25,000 donation HCCTS gave to sponsor the facility upgrades to the field and the privately operated Marysville Drakes baseball team.

Thereafter, by correspondence dated March 29, 2024, HCCTS replied to the above-mentioned letter of concern. On June 17, 2024, the District sent a second Notice of Concern and Request for Information. The District received HCCTS' reply on July 23, 2024. On August 15, 2024, the District sent a follow-up communication to HCCTS.

The August 15, 2024, Notice of Concern and Request for Information also requested that HCCTS take the following actions by no later than 5:00 PM on September 20, 2024:

- Even though the District requested that HCCTS respond to this request by July 31, 2024, to date we have not received any response from HCCTS. This item is not even referenced in HCCTS' latest July 23, 2024 correspondence regarding the Marysville 2 location. Therefore, with this correspondence the District reiterates its request for HCCTS to provide a comprehensive explanation and breakdown of the $25,000 donation/sponsorship.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
Mailing Address: 3222 Winona Way • North Highlands, CA 95660
(916) 566-1600 • FAX (916) 566-1784 • www.twinriversusd.org

- As you are aware, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." It is the District's expectation that HCCTS promptly respond to this request as required by Education Code section 47604.3.

On September 25, 2024, the District received a correspondence from HCCTS dated September 24, 2024, as a reply to District's above-mentioned, Third Letter of Concern and Request for Information.

District Findings

- Based on our review of the September 25, 2024, response regarding HCCTS explanation of the $25,000 donation/sponsorship, the District has determined no further action is required by HCCTS at this time related to that time.

- In the September 25, 2024, you also indicate that due to staffing challenges, and the inability to acquire a qualified and credentialed teacher to lead a planned CTE program (landscaping) and an expanded sports officiating program at the Marysville 2 location, HCCTS is meeting with the City of Marysville to reconsider the lease agreement. Once determined, please notify TRUSD whether HCCTS intends to move forward with a lease agreement for the Marysville 2 location.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
TRUSD Letter of Notice of Concern/Request for Information dated March 14, 2024
HCCTS Response dated March 29, 2024
TRUSD Follow-up Letter of Concern/Request for Information dated June 17, 2024
HCCTS Response dated July 23, 2024
TRUSD Follow-up Letter of Concern/Request for Information dated August 15, 2024
HCCTS Response received September 25, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

EXHIBIT AZ

2025.02.19 Marysville 2

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 21, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern - "Marysville 2" Location
TRUSD Reply to HCCTS Response Dated 1/14/25

Dear Mr. DiGiulio,

On February 19, 2025, HCCTS received a notice of concern regarding the Marysville 2 location. In response, we have prepared the following report.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Marysville 2 Lease Termination & Equipment

The termination agreement between HCCTS and the City of Marysville requires that HCCTS will continue to provide payments equal to the lease amount from HCCTS from December 1, 2024, through April 30, 2026, totaling $33,639.80. HCCTS confirms its commitment to meeting the financial obligations post-termination as stipulated in the agreement.

The termination agreement states: "If the Lessee leases the property again in the future, HCCTS has the option to get the equipment back. HCCTS sold it to the City for just $1.00 but it's not a permanent sale. The agreement allows HCCTS to reclaim the equipment later if the property is leased again."

If HCCTS returns to the Marysville 2 in the future, we would have the opportunity to reclaim this equipment for a CTE program. Significant time and resources were invested in this site, and HCCTS may revisit a Career and Technical Education (CTE) program there in the future based on student interest. HCCTS doesn't currently have a transfer or disposal of equipment policy.

Highlands Night at the Ballpark

On June 24, 2023, HCCTS hosted a marketing and recruiting event, "Highlands Night at the Ballpark." This was the only event held under the sponsorship agreement, and it was open to all students, staff members, and their families. Entry was free, and attendees were required to present their staff or student ID. Prior to the event, a calendar invite was sent to all employees and a flyer was distributed at each HCCTS location. According to the Google Calendar invite sent out by Doc Smith, 78 HCCTS employees responded yes. In total, approximately 250 students, staff, and their families participated in the event. Below you will find the names and titles of staff who responded yes to the calendar invite.

#	HCCTS Employee and their position*	#	HCCTS Employee and their position*
1	Abdul Akbari *Instructional Paraeducator I*	41	Maliha Khan *Teacher*
2	Abdul Sarhal *Teacher*	42	Maria Gonzalez *Clothing Closet Attendant*
3	Abed Mohammad Khan *Information Technology Product*	43	Mariam Mostajab *Teacher*

	Technician II		
4	Alexa Carrillo *Executive Assistant*	44	Maria Pile *Principal*
5	Alim Fevziyev *Student Enrollment Specialist*	45	Mariza Crapson *Teacher*
6	Alona Kozachenko *Student Registration Technician II*	46	Marvin Johnson *Teacher*
7	Alyssa Gutierrez *Instructional Paraeducator II*	47	Maryana Mazyak *Administrative Assistant I*
8	Andrew Michaud *Associate Deputy Director*	48	Mavzuna Rahimova *Teacher*
9	Anna Mozghova *CTE Teacher*	49	Mayra Valdivia *Deputy Director*
10	Beheshta Formul *CTE Teacher*	50	Melissa Roberson *Director of Accountability and Assessment*
11	Brian Ward *Teacher*	51	Mike Powell *Academic Service Generalist*
12	Byanca Alcazar *Credentialing Coordinator*	52	Mohammad Israel Hikmat Test Proctor I
13	Camille Adams *Principal*	53	Mohammad Y Amiri *Instructional Paraeducator II*
14	Carmen Contreras *Teacher*	54	Murdock Smith *Former Executive Director*
15	Dakarai Allen *Teacher*	55	Nasima Ahmadi *Administrative Assistant II*
16	Daniel Nichols *Teacher*	56	Natalia Luginova *Teacher*
17	Disa Cameron *Director of Community Relations*	57	Nataliia Maksymiv *Teacher*
18	Douglas Hirsch *Teacher*	58	Natalina Archambeault *Academic Services Generalist*

19	Eli Butcher *Curriculum Coordinator*	59	Nereida Araiza *Student Engagement Generalist*
20	Elio Aguilar *Mobile Services Driver*	60	Nitya Nand *Payroll Manager*
21	Farid Ahmad *Student Engagement Generalist*	61	Nooria Nabizadah *CTE Teacher*
22	Fatemeh Mohammadi *Instructional Paraeducator II*	62	Oksana Reznik *Teacher on Special Assignment*
23	Fatime Gholame *Instructional Paraeducator I*	63	Patricia Lopez *Teacher*
24	Francis Storey *Instructional Paraeducator II*	64	Paul Khoury *Controller*
25	Harold Pressley *Special Projects Coordinator*	65	Razia Rezaee *Instructional Paraeducator I*
26	Homayoon Formul *Teacher*	66	Rich Henning *Director of School Services*
27	Irina Bardusova *Academic Service Generalist*	67	Serhii Mozghovyi *Test Proctor I*
28	Iryna Yanytska *Principal*	68	Shaina Miranda *Executive Assistant*
29	James Powers *Student Engagement Generalist*	69	Shawna Thiel *Instructional Paraeducator I*
30	Jennifer McClure *Teacher*	70	Stacey Williams *Teacher*
31	Jet Haresco *Events Generalist*	71	Steven Barker *Maintenance Specialist II*
32	Julia Herrera *Lead Instructional Paraeducator*	72	Suhaila Ahang *Teacher*
33	Karen Lopez *Student Engagement Generalist*	73	Svetlana Brunner *Teacher*
34	Kate Thirkill *CASAS Coordinator* *Accountability & Assessment*	74	Svyatoslav Iotko *Multimedia Production Specialist*

35	Kelsey Rogers *Administrative Assistant I*	75	Tou Thao *Community Employment Liaison*
36	Khrystsina Talstyka *Principal*	76	Vicki Neal *Principal*
37	Kristopher Macias *Director of Instruction and Professional Learning*	77	Yao Chin *Digital Implementation Specialist*
38	Lana Bondar *Marketing and Communications Coordinator*	78	Zahra Alavi *Test Proctor I*
39	Linda Aviluz *Safety & Compliance Generalist*		
40	Lorree Wallender *Teacher*		

**These are the current job titles of the HCCTS employees who participated. Some employees had a different job title in June 2023.*

EXHIBIT BA

BP 4111 Hiring Practices - September 18, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4111 BP Hiring Practices

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to a fair and transparent hiring process that aligns with the school's mission, values, and strategic objectives. This policy establishes guidelines to ensure the recruitment and selection of qualified candidates in compliance with applicable local, state, and federal laws.

Scope

This policy applies to all HCCTS hiring activities for instructional, administrative, and support positions.

Job Postings

1. **All job openings must be posted internally and externally to ensure a wide pool of qualified candidates.**
2. **Postings shall include:**
    - **Job title and description**
    - **Minimum qualifications and experience required**
    - **Application deadline**
    - **Compensation range and benefits overview**

Application Process

1. **Applicants must submit a completed HCCTS employment application, along with any required supporting documents (e.g., resume, certifications, letters of reference).**
2. **Incomplete or late applications may not be considered.**
3. **The Human Resources Department and Credentialing Team (as applicable) will screen applications to ensure compliance with minimum qualifications.**

Interview Process

HCCTS has implemented a structured two-round interview process to ensure consistency, fairness, and thorough evaluation of candidates:

1. **First Round: Panel interview conducted by a minimum of two representatives from the hiring department and other closely collaborating departments.**

    Purpose: To assess the candidate's baseline qualifications, technical skills, and alignment with the role's functional requirements. This round focuses on role-specific knowledge, task experience, and cultural fit at the team level.

2. **Second Round**: Interview conducted by the supervisor and additional departmental or site representative. All Director positions and above will be interviewed by the Executive Director and an additional designee.

   Purpose: To assess the candidate's potential for long-term contribution, adaptability, leadership capacity (if applicable), and alignment with schoolwide values and strategic priorities. This round also examines the candidate's interpersonal communication, judgment, and growth potential.

3. **Interview Questions and Evaluation**:
   - All interview questions will stem from an HCCTS-approved questions library, vetted by Legal and HR to ensure alignment with organizational standards.
   - Interviewers will evaluate candidates using standardized interview forms and a numerical scoring system. This system ensures objective feedback and alignment with HCCTS' mission and values.

4. **Practical Assessments**: Candidates may be required to complete practical assessments relevant to the role to demonstrate their skills and capabilities.

Screening Procedures

1. Background checks will be conducted on all final candidates, including fingerprint clearance, in compliance with state and federal regulations.
2. Reference checks will be performed to verify previous employment and qualifications.
3. Credential verification will be conducted for positions requiring certification.

Offer of Employment

Selected candidates will receive a formal written offer detailing the terms of employment, including salary, benefits, the probationary period, and confirmation that the offer is for at-will employment. No verbal or written offer of employment may be extended without prior written authorization from the Executive Director or designee. All offers are contingent upon the successful completion of pre-employment requirements.

Hiring Requirements

HCCTS adheres to hiring requirements outlined in the Employee Handbook, ensuring all prospective employees meet applicable credentialing, background check, and qualification standards. The hiring process includes:

1. Criminal background checks are conducted through fingerprinting via LiveScan in compliance with the California Education Code and are vetted through the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
2. Verification of credentialing or certification requirements, as applicable to the role.
3. Tuberculosis (TB) testing as per legal and policy guidelines.

4. **Initial salary placement is determined based on relevant education and role classification, with Step 1 as the default placement.**
5. **Salary advancement and placement processes are governed by Administrative Regulation (AR) 4111.**

Performance Evaluation and Advancement

- **HCCTS conducts annual performance evaluations for all employees. However, performance ratings will not be used to determine salary placement or advancement.**

Discretionary Exceptions

- **The Executive Director or Board may authorize exceptions to standard placement procedures for hard-to-fill or high-need positions. These exceptions must be documented and justified in accordance with AR 4111.**

Onboarding

1. **New employees will participate in an onboarding program that includes:**
    - **Introduction to HCCTS policies and culture**
    - **Role-specific training**
    - **Compliance and safety requirements**

Confidentiality & Record-Keeping

1. **All hiring records will be maintained in compliance with applicable laws and HCCTS records retention policies.**
2. **Hiring documentation, including applications, interview notes, and background check results, will be kept confidential.**

Compliance

All hiring practices will be conducted in accordance with HCCTS' 4212.8 BP Anti-Nepotism and Employment of Relatives Board Policy. HCCTS will ensure all hiring practices comply with federal and state employment laws, including the California Education Code, the Fair Employment and Housing Act (FEHA), and the Americans with Disabilities Act (ADA).

Oversight and Accountability

The Executive Director or designee is responsible for the implementation and enforcement of this policy. Regular audits and reports will be conducted to ensure adherence and effectiveness. Procedures for salary placement, intern classification, and adjustment review processes shall be further detailed in the corresponding Administrative Regulation (AR 4111).

Revised: September 18, 2025
Approved: February 20, 2025

EXHIBIT BB

4111.2 BP Employee Promotion and Placement - February 20, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4111.2 BP Employee Promotion and Placement

Board Policy

Purpose

To establish clear guidelines for the promotion and placement of employees within Highlands Community Charter and Technical Schools (HCCTS), ensuring transparency, fairness, and consistency in aligning promotions with salary placement and increased responsibilities.

Scope

This policy applies to all HCCTS employees and covers promotions that involve an upward movement in responsibility and salary placement within the organization.

Policy Statement

HCCTS is committed to providing a structured and equitable promotion process that rewards demonstrated competence, increased responsibility, and alignment with the school's strategic goals. Promotions will not be considered lateral transfers; they must involve a significant increase in job responsibilities and duties.

Definition of Promotion

A promotion is defined as a change in an employee's role that results in:

- **A significant increase in job responsibilities or scope of work.**
- **A higher position within the HCCTS organizational structure.**
- **Placement in a higher salary range based on the HCCTS salary schedule.**
- **New performance expectations or leadership responsibilities.**

Salary Placement upon Promotion

When an employee is promoted to a higher position, their salary placement will be determined by the following factors:

- **The employee's previous salary and experience.**
- **The established salary schedule for the promoted position.**
- **Internal equity considerations and budget availability.**
- **Approval from the Executive Director and/or Board when applicable.**

Promotion Process

- **<u>Position Identification</u>: Vacancies or new roles eligible for promotion shall be identified based on organizational needs.**
- **<u>Application and Review</u>: Eligible employees must submit applications per 4111 BP Hiring Practices, which will be reviewed by Human Resources in collaboration with hiring managers.**

- **Selection: Candidates will be evaluated based on qualifications, past performance, and alignment with organizational needs.**
- **Approval: Final approval for all promotions rests with the Executive Director or designee.**

Compliance

All promotion and placement decisions must adhere to HCCTS' Equal Employment Opportunity policy and applicable employment laws.

Approved: February 20, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

September 26, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Violation Pursuant to Education Code 47606 for Highlands Community Charter School

Dear Mr. DiGiulio,

On June 12, 2025, Twin Rivers Unified School District ("TRUSD") provided Highlands Community Charter and Technical Schools ("HCCTS") with a formal Notice of Violation. We recognize the seriousness of the issues outlined and we acknowledge that, under prior leadership, Highlands failed to meet expectations in several important areas. Mistakes were made, and those mistakes have eroded trust.

Since that time, Highlands has undergone a profound transition. With new leadership and outside experts engaged in finance and compliance, we have embraced accountability and implemented sweeping reforms. HCCTS is also in the process of bringing on a new board of directors to lead the school in improved governance and systems of accountability. Changes include:

- New systems for financial oversight and internal controls,
- Stronger credentialing processes in partnership with UMass Global,
- Clearer academic and attendance standards, with daily monitoring,
- Adoption of more than 100 new board policies to strengthen compliance and transparency, and

- A material revision to the HCCS charter which outlines these and other changes to HCCS.

HCCTS is committed to working in close partnership with TRUSD to demonstrate that these changes are not temporary fixes, but lasting improvements. Our goal is to move forward with a constructive relationship, grounded in transparency and shared accountability, to ensure Highlands is in full compliance and able to continue serving our students.

We respectfully submit the enclosed materials as HCCTS' formal response to the Notice of Violation. If you have additional questions or would like further information, please do not hesitate to contact me directly at (617) 823-9341 or jonathan.raymond@hccts.org.

Thank you for your attention and for your ongoing oversight as we work to build a stronger, more accountable Highlands.

Thank you,



Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

I. BACKGROUND

Highlands Community Charter and Technical Schools recognizes and respects TRUSD's role as our authorizer, as outlined in MOU Amendment No. 3 signed on January 23, 2024. This amendment clearly defines the district's oversight responsibilities, including the approval of new facilities, ensuring safe learning environments, and providing supervisorial guidance.

We acknowledge that the Notice of Violation issued on June 12, 2025, falls squarely within TRUSD's responsibilities. We take this notice with the utmost seriousness. Under past leadership, Highlands fell short of meeting expectations in several areas. Mistakes were made, and we own that.

Today, under new leadership,, Highlands is fully committed to addressing every issue raised. In many cases, corrective actions have already been completed; in others, substantial progress is underway. Where issues remain outside of our direct control, we have taken every step possible to mitigate them and are actively working toward full resolution.

This response provides a clear account of the corrective actions already taken, the progress still in motion, and the timelines by which remaining matters will be fully resolved. Our commitment is to demonstrate that Highlands is not only curing past deficiencies but building a sustainable, compliant, and transparent system for the future.

II. VIOLATIONS OF THE CHARTER

A. HCCTS Grade Levels

Education Code section 47604(a)(4) provides in part: "After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels."

- *There are no exemptions for the requirement to submit a material revision request to change grade levels.*
- *The District is issuing the NOV as part of our oversight responsibilities to address HCCS' failure to submit the required Material Revision request to change grades.*

Education Code section 47605(a)(4) makes clear that a charter school seeking to expand operations to additional sites or grade levels must submit a material revision to its charter and notify its authorizer. HCCTS recognizes that there are no exemptions to this requirement and acknowledges that it did not submit a material revision when grade levels were changed beginning in the 2020–21 school year.

In the 2020-2021 school year, leadership at HCCTS shifted from grades 1, 2, and 12 to grades 9, 10, and 12 in order to:

- Create clarity in the community that HCCS was a high school
- Align more closely with traditional high school programs
- Allow English Language Learners the opportunity to earn high school credits and make progress toward their high school diploma
- Show student progress as students move between grade levels
- Create clear pathways for international high school students and high school students to graduation
- To improve graduation rates

While HCCTS communicated with TRUSD staff regarding these changes (Exhibit A) and believed the adjustments had support, the formal requirement for a material revision was not pursued at that time. We recognize this was a failure of process, and we take responsibility for not following the proper procedures.

Since then, Highlands has taken corrective action. In June 2024, HCCTS began preparing a comprehensive material revision. That revision reflects:

- The addition of grade 11, as requested by TRUSD (Exhibits B & C),
- The removal of grades 1 and 2, and
- The continued offering of grades 9, 10, and 12.

The proposed material revision was completed and board approved on September 18, 2025, see Exhibit D, after which it will be submitted to TRUSD for consideration. This action is intended to fully align Highlands' charter with current practice, CDE guidance, and TRUSD oversight. The proposed revision is attached here as Exhibit E.

Accordingly, this issue will be fully resolved once TRUSD acts on the submitted material revision. If the TRUSD Board does not approve the revision, HCCTS will comply by returning to the grade levels specified in the existing approved charter.

Highlands regrets that this process was not followed in the past. Under new leadership, we are committed to full compliance, clear communication, and a constructive working relationship with TRUSD to ensure that changes moving forward are properly authorized and transparent.

Attached you will find the following documents to support HCCTS' response to this issue:

- Exhibit A: 2024.12.02 HCCTS Response Grade 9 and 10
- Exhibit B: 2024.06.03 TRUSD RFI High School Program

- Exhibit C: 2024.08.28 HCCTS Addition of 11th Grade
- Exhibit D: Board Agenda for September 18, 2025 HCCTS Board of Directors
- Exhibit E: HCCS Material Revision Board approved on September 18, 2025

B. HCCS Locations

MOU Amendment No. 3 provides in part: "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation."

- *October 3, 17 and November 7, 2024 HCCTS Board approved sites/locations that were not included on MOU Amendment No. 3.*
- *On multiple occasions the District notified HCCTS of the requirement to submit a material revision request, before occupying a new location. HCCTS failed to comply.*
- *HCCTS June 1, 2025, newest "tentative" location list still includes sites not approved for operation for HCCS.*
- *The District is issuing the NOV as part of our oversight responsibilities to address HCCS' failure to submit the required Material Revision request before adding new facilities.*

MOU Amendment No. 3 governs the approval and operation of Highlands' facilities and makes clear that any new locations require District authorization through a material revision. Highlands acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU. This was a failure of compliance, and we take responsibility for it.

These missteps were not intentional, but they reflect a lack of attention to detail under prior leadership. Historically, Highlands relied on a more informal process with the District regarding the addition, relocation, or consolidation of sites. In some cases, leadership believed that moves such as opening an additional suite within an existing facility or relocating to a site nearby did not constitute a "new" location requiring a material revision. That interpretation was incorrect, and we recognize that now.

The District's request for an updated site list on June 1, 2025, coincided with a period of significant transition at Highlands, including organizational restructuring and site consolidations. While those circumstances contributed to delays in providing a finalized list, they do not excuse the failure to comply with the MOU requirement.

Highlands has since taken corrective steps. A material revision updating all current operating locations was prepared and sent to the HCCTS Board on September 18, 2025 for submission to TRUSD. Moving forward, Highlands will strictly comply with the requirement to submit a material revision for any facility location change, ensuring that the District is fully informed and that all operations are authorized.

This issue will be fully resolved once the TRUSD Board approves the submitted material revision. If the Board does not approve certain sites, Highlands will immediately limit operations to District-approved locations.

Under new leadership, Highlands is committed to transparency, accuracy, and compliance in its facilities reporting and to maintaining a constructive partnership with TRUSD on all matters related to school sites.

Below are the HCCS locations as approved in the HCCS material revision on September 18, 2025:

HCCA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824

Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

III. ALLEGED VIOLATIONS OF THE LAW

A. HCCTS Annual Independent Audit Report

The Charter School is in violation of Education Code sections 47604.33 and 47605, and its own Charter, for failing to complete and submit its 2023-24 annual independent audit report to the District.

- *HCCTS requested an extension to the December 15, 2024, deadline for submitting its 2023-24 audit report.*
- *The District granted an extension until January 15,2025, but HCCTS failed to meet this deadline and has subsequently missed multiple additional extension deadlines, including March 31, 2025, and April 18,2025.*
- *To-date HCCTS' audit report has not been submitted to the District.*
- *The District is issuing the NOV as part of TRUSD oversight responsibilities to address HCCS' failure to submit the 2023-24 annual independent audit report.*

Education Code sections 47604.33 and 47605, as well as the HCCTS charter, require timely completion and submission of an annual independent audit report. Highlands acknowledges that the 2023–24 audit has not yet been submitted to TRUSD and that multiple deadlines were missed.

Highlands contracted with Eide Bailly to conduct the 2023–24 audit (Exhibit F). While a draft was provided on May 9, 2025, the process has been significantly delayed due to a combination of external and internal factors (Exhibit G). These include:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work,

- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections, and

- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

Highlands has consistently provided documentation requested by the auditor and followed up on promised delivery timelines as demonstrated in Exhibit J which details an extensive list of document requests fulfilled by HCCTS staff. However, the final report has not yet been released by Eide Bailly. Legal counsel has formally demanded its completion (Exhibit H) and Highlands continues to press for immediate resolution (Exhibit I).

To date, Eide Bailly has not indicated any significant findings in the draft report. While the delay has been deeply frustrating, Highlands has acted in good faith throughout the process, and the draft report demonstrates that we have been cooperative and responsive.

Moving forward, Highlands will ensure timely completion of audits by:

- Holding vendors accountable through stricter contracts and oversight; and

- Engaging with TRUSD earlier in the process to provide status updates and transparency.

We will provide TRUSD with the completed audit report immediately upon its release by Eide Bailly. We regret the delays and are committed to ensuring this problem does not repeat.

Attached you will find the following documents:

- Exhibit F: Eide Bailly Communication Tracker 2024-2025
- Exhibit G: 2025.04.17 Letter from Eide Bailly regarding State Controller and State Auditor
- Exhibit H: 2025.8.5 Letter to Eide Bailly Requesting Production of Audit
- Exhibit I: 2025.9.11 YM&C Follow-up letter to Eide Bailly
- Exhibit J: Document requests from Eide Baily fulfilled by HCCTS

B. HCCTS Credentialing & Misassignments

HCCS has provided instruction to its students using teachers who do not hold the appropriate credential as required by California Education Code, which is a requirement for receipt of ADA funding.

- *HCCTS has submitted ADA revisions for teachers who did not have any credential, but the majority of HCCTS teachers do not have the appropriate, required credentials.*
- *ADA funding is directly tied to appropriately credentialed teachers.*
- *HCCTS relied on guidance from a Credentials Technician from San Diego County Office of Education (SDCOE) and her interpretation of credential requirements, but failed to consult with the CTC.*
- *The District is issuing the NOV as part of our oversight responsibilities to address the disallowed ADA which resulted in misappropriately credentialed teachers.*

Highlands agrees that all teachers must hold valid teaching credentials and that paraeducators should not serve as classroom teachers without them. We acknowledge that, under prior practice, Highlands relied on adult education credentials based on guidance previously received from outside agencies (Exhibit K). While this approach was followed for years without audit findings, it did not meet current expectations from CDE and CTC, and we take responsibility for correcting it.

Beginning in 2024–25, Highlands laid off teachers who did not hold the required credentials and re-staffed classes with appropriately credentialed teachers (Exhibit L). We also undertook a full review of our credentialing and staffing systems to ensure alignment with updated guidance and long-term compliance (Exhibit M).

Key corrective actions include:

- **Credentialing Review:** Examined over 300 staff profiles and held 269 individual consultations with certificated staff to create personalized compliance pathways.

- **Support Systems:** Established a credentialing support team of staff and consultants; built a centralized credentialing database; and partnered with UMass Global to provide flexible, remote intern credential pathways (Exhibit N and Exhibit O), and are hiring mentor teachers (Exhibit P, Exhibit Q, and Exhibit R)

- **Financial and Professional Support:** Adopted Board Policy 4112.3 (Exhibit S) to reimburse staff for exam fees and coursework; approved a K–12 Teacher Retention Incentive (Exhibit T), and aligned hiring timelines with CTC testing windows and permit options.

- **Hiring Reforms:** Suspended instruction in July 2025 to allow time to re-staff with fully credentialed teachers before the school year, implemented structured hiring and rehire processes tied to credential readiness; and issued updated teacher agreements.

- **Governance Safeguards:** Adopted new board policies requiring all certificated staff to hold valid credentials at hire and renewal, mandating use of Frontline to track compliance, and prohibiting nepotism in hiring through Board Policy 4212.8 (Exhibit U).

Through these actions, Highlands has corrected past practices and put in place systems that ensure all teachers moving forward will hold valid K–12 credentials. Instruction has resumed with properly credentialed staff, and we are committed to ongoing monitoring and support to keep Highlands fully compliant.

This issue is now resolved, and Highlands has turned the page with stronger systems that protect both compliance and instructional quality.

Attached you will find evidence of steps taken by HCCTS to fully cure alleged teacher credentialing issues:

- Exhibit K: Email from San Diego County Office of Education Nancy Mora
- Exhibit L: Resolution Of The Board Of Directors Of Highlands Community Charter And Technical Schools Approving Reduction In Force For Credentialed Teachers
- Exhibit M: 4112.2 BP Credentialing Requirements Communications
- Exhibit N: 2025.06.10 Formalized agreement with UMass Global
- Exhibit O: Example of Teacher Agreement HCCTS K-12 Single Subject Credential Pathway
- Exhibit P: Mentor Teacher Job Description (Full Time)
- Exhibit Q: Edjoin Mentor Teacher Job Posting
- Exhibit R: Mentor Teacher at Highlands Community Charter School - Sacramento _ EDJOIN.pdf
- Exhibit S: 4112.3 BP Teacher Credentialing Reimbursements
- Exhibit T: Teacher Retention Bonus Agreement
- Exhibit U: 4212.8 BP - Anti-Nepotism and Employment of Relatives

C. HCCS Instructional Minutes

Demonstrating fiscal mismanagement and its non-compliance with the law, HCCS has received ADA funds while not meeting requirements for collecting ADA apportionment as outlined by the Education Code. Specifically, Education Code 47612.5(e)(1) states: "For purposes of calculating average daily attendance for classroom-based instruction apportionments, at least 80 percent of the instructional time offered by the charter school shall be at the schoolsite, and the charter school shall require the attendance of all pupils for whom a classroom-based apportionment is claimed at the school site for at least 80 percent of the minimum instructional time required..."

- *It was observed by Scott Leaman and Dennis Snelling (TRUSD Contractors/Consultants) that **some** students were being sent home with packets, arriving and leaving continuously without intending to stay, and provided work packets as part of the instructional day.*

- *HCCS submitted ADA revisions for 22-23 and 23-24 school years to address classes taught by non- credentialed teachers and to address items identified by the Attendance Report authored by Dennis Snelling, but the revisions did not address this violation.*
- *Further compounding the issue and contributing to the disallowed ADA, is the fact that HCCS discarded attendance records, thereby removing any documented evidence of student attendance, which is necessary to verify the accuracy of enrollment reported for ADA.*
- *HCCTS is required to address the practices outlined above and the disallowed ADA resulting from the violation of Ed. Code.*
- *The District is issuing the NOV as part of our oversight responsibilities to address HCCS' failure to meet the requirement for at least 80% of instruction to be offered at the school site.*

Highlands Community Charter and Technical Schools (HCCTS) acknowledges that past classroom observations identified instances where ***some*** students arrived late, left early, or were provided instructional packets when departing. However, Highlands is appealing the State Auditor's findings for both schools because it has always maintained a written policy requiring daily attendance that was and is communicated in the student handbook (Exhibit V) and reinforced during new student onboarding.

In regard to disallowed ADA, there were numerous flaws with the state audit process as noted in our request for summary review for Highlands that was filed with the Education Audit Appeals Panel and the formal appeal that was filed with the Education Audit Appeals Panel for CICA. Among them was the assertion in the state audit report that Highlands did not do enough to enforce its attendance policy, which led to the conclusion that the schools owed back a significant amount of apportionment to the state. Please see our attached appeal and supporting documents (Exhibits W & X) for more information on the legal and factual issues in dispute.

It is important for you to know that Highlands staff made substantial efforts to engage students, including phone calls, texts, and emails during the audit period. More than 5,000 outreach contacts specifically regarding attendance were recorded during the state audit period (Exhibit Y). Highlands also offered wrap-around support such as food pantries, clothing closets, and counseling to reduce barriers to attendance. Technology access was suspended when students were disenrolled for non-compliance.

In short, Highlands is appealing the State Auditor findings because we believe that the Auditor misinterpreted the law and did not consider records provided by Highlands that demonstrate efforts to enforce its attendance policy. Because the appeals process is ongoing, we do not have a final decision as of the date of filing this NOV response, but Highlands is diligently pursuing this appeal.

Highlands also recognizes that its handling of paper back-up records for attendance was inconsistent. While PowerSchool serves as the official record of attendance under Education Code § 44809 and 5 C.C.R. § 401, paper records were intended to provide redundancy in case of system outages. Some records were not centralized, creating the perception that they had been discarded. TRUSD staff are welcome to review our paper attendance records at any time. Highlands acknowledges that best practice is to retain these back-up records for at least three years and has committed to doing so going forward (Exhibit Z).

Notwithstanding the fact that Highlands believes in good faith that they met all legal requirements during the period reviewed by the State Auditor, in response to the state audit and district oversight, Highlands has taken the following additional steps:

- Surveyed all sites to confirm the retention of thousands of paper records from the last three years
- Adopted new procedures to ensure consistent retention of both digital and paper records (Exhibit Z)
- Standardized attendance enforcement across sites, with clear protocols for outreach and intervention (Exhibit Y)
- Contracted with Schoolhouse Partners, LCC to complete a forensic audit (Exhibit AB)

Highlands is committed to continuous improvement in this area. We will ensure attendance expectations are consistently communicated, enforcement is applied uniformly across all sites, and records are retained in accordance with law and best practice (Exhibit Z). Our goal is not only compliance, but to strengthen the systems that keep students engaged, supported, and on track to succeed (Exhibit AA).

To improve in the areas of attendance tracking and enforcement, HCCTS has taken corrective action to address and resolve these concerns, as outlined below. HCCS has strengthened both policies and record-keeping practices as follows:

1. Attendance Enforcement
    a. 5111.5 Disenrollment and Involuntary Removal (Revised and Approved 03/20/2025) - Outlines the involuntary disenrollment for students who accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them (Exhibit AD).
    b. 5113.1 BP Attendance Enforcement (Approved 03/20/2025) - Outlines 80% attendance rule (Exhibit AA)
    c. 5120 BP Satisfactory Academic Progress (Approved 03/20/25) - Outlines students must maintain active attendance. Requires that all manual attendance records, including sign-in sheets, be retained for a minimum of three years in accordance with the California Code of Regulations, Title 5. (Exhibit AC)

d. 5131 BP Student Conduct (Revised and Approved 03/20/2025) - Outlines the ramifications of students who forge attendance records (Exhibit AE)
e. 6164.5 BP Student Success Teams (Revised and Approved 04/25/2025) - Outlines interventions to support students reportedly struggling with attendance (Exhibit AF)

2. Updated Bell Schedules for the 2025-2026
    a. Contains 5 periods rather than 3 periods for the AM schedule (Exhibit AG)
    b. Has only one track (Exhibit AI)
    c. Meets the minimum number of instructional minutes (Exhibit AH)
    d. Has only one PM schedule for all sites, rather than three (as in the 2024-2025 school year) (Exhibit AG)

3. Class Sizes
    a. 6151 BP Class Sizes and Enrollment (Approved 5/15/2025) - Sets class size and enrollment guidelines to support instruction and student success. Ensures manageable student-to-teacher ratios and adapts to program needs. Aligns class sizes with physical space limits and adjusts as needed (Exhibit AJ)
    b. 6170 BP Student-to-Teacher/Paraeducator Ratios (Approved 6/5/2025) - Sets student-to-teacher and paraeducator ratios to support instructional quality and safety. Limits general class sizes to 40:1 and follows legal ratios for independent study. Assigns paraeducators based on need, targeting 1 per 120 students. Provides extra support for students with SST or 504 plans (Exhibit AK)
    c. 7110 BP Physical Classroom Capacity (Approved 5/15/2025) - Defines and enforces classroom capacity limits to comply with safety codes and building regulations. Coordinates capacity limits with enrollment policies to support safe attendance (Exhibit AL)

4. Additional Attendance Measures:
    a. Automated Attendance Notifications: Robocalls and text alerts will immediately notify students of attendance deficiencies.
    b. Enhanced Teacher Training: Teachers will receive strengthened training on attendance monitoring and engagement tracking.
    c. The 80% Attendance Rule: Students must maintain at least 80% attendance to remain engaged in learning, per California Education Code § 51747. (Exhibit AA)
    d. Administrative Spot Checks: School administrators will conduct random compliance checks to ensure adherence to attendance policies.
    e. Updated Tiered Re-engagement Framework: Students with persistent attendance or academic progress issues will follow a structured re-engagement process.

Those who fail to improve despite interventions may be disenrolled in accordance with school policy BP 5111.5. (Exhibit AD)

HCCTS has taken all steps that it can to improve attendance policies, re-engagement strategies, and employee training to ensure students are re-engaged when there are attendance concerns. These changes should fully cure any outstanding concern that the District could have relating to attendance going forward. HCCTS also has taken all steps necessary to pursue its appeals of apportionment findings with regard to the state audit period where it believes that it met all legal requirements. There is nothing more that HCCTS can do with regard to the audit appeals until such time as a decision is made by the Education Audit Appeals Panel

HCCTS Evidence

- Exhibit V: HCCS Student Handbook
- Exhibit W: Request for review to Education Audit Appeals Panel
- Exhibit X: Request for Formal Appeal for CICA
- Exhibit Y: PowerSchool logs related to attendance
- Exhibit Z: 3581 BP Data Retention and Record Management
- Exhibit AA: 5113.1 BP Attendance Enforcement
- Exhibit AB: School House Partners - Forensic Auditors
- Exhibit AC: 5120 BP Satisfactory Academic Progress
- Exhibit AD: 5111.5 Disenrollment and Involuntary Removal
- Exhibit AE: 5131 BP Student Conduct
- Exhibit AF: 6164.5 BP Student Success Teams (SSTs)
- Exhibit AG: Bell Schedule 2025-2026
- Exhibit AH: HCCS Instructional Minutes
- Exhibit AI: Academic Calendar 2025-2026
- Exhibit AJ: 6151 BP Class Sizes and Enrollment
- Exhibit AK: 6170 BP Student-to-Teacher/Paraeducator Ratios
- Exhibit AL: 7110 BP Physical Classroom Capacity

D. HCCTS Exclusive Partnership Agreement

"Instruction must be provided exclusively in partnership with Workforce Innovation and Opportunity Act (WIOA) programs."

- *During its 2024–25 oversight review, the District discovered that HCCTS had allowed individuals who were non-students to participate in its Career Technical Education (CTE) Truck Driving program.*
- *The practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through 2024-25.*
- *The WIOA partnership agreement requires instruction to be provided exclusively in partnership with WIOA.*

- *Providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff's Office, and the Sacramento Police Department, violates this agreement.*
- *The District is issuing the NOV as part of our oversight responsibilities to address the breach of the exclusive partnership agreement and all resulting funds tied to the agreement.*

Highlands acknowledges that past practices in the Truck Driving program violated the requirements of our Workforce Innovation and Opportunity Act (WIOA) partnership agreement, which stipulates that instruction must be provided exclusively in partnership with WIOA programs. Beginning in 2014, and with the support of prior leadership, non-students were allowed to participate in the program through informal arrangements with outside organizations.

Highlands takes full responsibility for this lapse. Under current leadership, the practice has been ended and corrective steps have been taken to ensure compliance. Specifically:

- A formal investigation was completed by the Director of HR in 2024–25 (Exhibit AM).
- Disciplinary action was taken against an employee.
- A stop notice was issued in December 2024 prohibiting non-student participation (Exhibit AN).
- Between December 2024 and January 2025, Highlands discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office.
- On January 6, 2025, Highlands officially ended all non-student participation across programs (Exhibit AO).
- The Truck Driving program was suspended and will remain paused until Highlands can ensure full compliance with WIOA requirements, its charter, and the MOU.

These actions have fully cured the issue. Moving forward, Highlands has strengthened oversight of program partnerships, reinforced compliance training for staff, and adopted new safeguards to ensure all instruction aligns exclusively with WIOA requirements. This reflects our commitment to correcting past mistakes, complying with all partnership agreements, and ensuring that every program we operate directly serves only enrolled students.

Attached you will find the following documents showing progress made by HCCTS regarding the truck driving program:

- Exhibit AM: 2025.03.28 Letter from HCCTS detailing investigation into the Truck Driving program

- Exhibit AN: 2024.12.02 TRUSD Findings Regarding Truck Driving
- Exhibit AO: 2024.12.02 Truck Driving Program Follow-up

IV. FISCAL MISMANAGEMENT

A. HCCTS San Diego Location

Engaged in fiscal mismanagement.

- *The condominium advertises being able to "watch the ballgame from your balcony" and is the highest priced unit in the facility.*
- *The decision to engage in this exorbitant real estate transaction, even though students were not in or around the area is questionable.*
- *Compounding the issue is the fact that the admin facility lacks any direct connection to educational services or student benefit demonstrating a fiscal mismanagement.*
- *The District is issuing the NOV as part of our oversight responsibilities to ensure that HCCTS address the fiscal mismanagement.*

Highlands acknowledges that the decision to lease a condominium office in San Diego was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students. While the space was briefly used by a remote employee and originally intended to support exploration of expansion opportunities, the location did not provide meaningful educational value. We recognize that this was poor judgment under prior leadership and understand the District's concern that this constituted fiscal mismanagement.

Highlands has since vacated the property and taken corrective steps to minimize the financial impact. We engaged Newmark Realty on March 27, 2025, to sublease the space, revised the listing in June 2025, and remains prepared to accept any commercially reasonable offer. While it is not possible to control the timing of sublease offers, Highlands is committed to recouping as much value as possible and bringing this matter to resolution (Exhibit AP and Exhibit AQ).

This decision reflects mistakes of the past. Moving forward, Highlands has implemented stronger financial controls and multi-level approval processes to ensure that all facility and spending decisions are directly tied to student learning and educational services. These safeguards are designed to prevent similar errors and to reinforce our commitment to fiscal responsibility, transparency, and compliance.

Attached below you will find:

- Exhibit AP: Sublease Agreement for San Diego
- Exhibit AQ: Sublease Marketing Materials by Newark Realty

B. HCCS Marysville 2 Location

"engaged in fiscal mismanagement" regarding the allegations listed below:

- *HCCTS terminated the lease effective November 30, 2024, with an agreement that obligates HCCTS to continue paying $33,639.80 in lease payments through April 30, 2026.*
- *HCCTS sold publicly funded equipment (valued at $52,494.34) to the City of Marysville f or $1.00.*
- *The ongoing lease payments, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use constitute fiscal mismanagement.*

Highlands acknowledges that the decision to open and lease the Marysville 2 site under prior leadership was unsound and did not reflect appropriate planning or stewardship of public resources. Entering into the lease and purchasing equipment were poor decisions that created the appearance — and in practice, the reality — of fiscal mismanagement.

In November 2024, Highlands reached a termination agreement with the City of Marysville that ended the lease early (Exhibit AR). While Highlands remains obligated to make lease payments through April 2026, this arrangement resulted in a net savings of approximately $88,000 compared to the original lease terms. The transfer of equipment for $1 was part of the inducement necessary to secure this early termination and avoid further taxpayer losses (Exhibit AS and Exhibit AT).

While this solution limited financial damage, Highlands acknowledges that the initial decision to enter into the lease and purchase equipment without a detailed instructional or operational plan was a mistake. This is an important lesson, and the current administration is committed to ensuring that all future facility decisions are grounded in sound strategic planning, tied directly to student benefit, and compliant with the requirements of MOU Amendment No. 3.

This matter has been resolved to the fullest extent possible given the circumstances created under prior leadership. Moving forward, Highlands has implemented stronger financial controls and multi-level approval processes to ensure that no facility or equipment decisions are made without thorough analysis, transparency, and clear educational purpose. The current administration did not have the ability to prevent or unwind those initial decisions. Instead, our responsibility now is to mitigate losses and resolve the matter as prudently as possible.

Marysville 2 – Lease, Oversight, and Financial Summary Timeline

1. **May 1, 2023 – Lease Execution**
   HCCTS entered into a lease with the City of Marysville for Bryant Field at $2,000/month

with a 3% annual increase. Intended use: CTE training site (landscaping, sports officiating) and community events. (Exhibit AU and Exhibit AV)

2. **June 24, 2023 – Sponsorship Event**
   HCCTS hosted "Highlands Night at the Ballpark" with approximately 250 attendees. This event was conducted under the $25,000 sponsorship agreement with the Marysville Drakes.

3. **March 14, 2024 – First TRUSD Notice of Concern**
   TRUSD raised concerns about the site's use, lack of student enrollment, and legality of the $25,000 sponsorship.

4. **April 5, 2024 – HCCTS Initial Response**
   HCCTS clarified CTE plans, explained the sponsorship as a marketing expense, and explained lease terms.

5. **June 17, 2024 – TRUSD Follow-Up Letter**
   TRUSD questioned the lease-before-enrollment practice and raised student health/safety concerns due to the site's outdoor-only nature.

6. **July 23, 2024 – HCCTS Second Response**
   HCCTS reiterated program planning steps, outlined the plan to expand officiating in August 2024, and confirmed indoor fallback at Marysville 1.

7. **August 15, 2024 – Third TRUSD Notice of Concern**
   TRUSD requested a final decision on the site's future and additional documentation on the sponsorship under Ed Code §47604.3.

8. **September 24, 2024 – HCCTS Response**
   HCCTS acknowledged staffing issues, stated that they had no knowledge of how the $25,000 was used by the Drakes, and confirmed lease termination discussions. (Exhibit AW)

9. **October 16, 2024 – TRUSD Closure of Sponsorship Inquiry**
   TRUSD determined no further action was required regarding the sponsorship and asked to be informed of the lease status. (Exhibit AY)

10. **November 30, 2024 – Lease Termination Executed**
    The lease was mutually terminated. HCCTS agreed to pay $33,639.80 in lease-equivalent payments through April 30, 2026, and transferred $52,494.34 in equipment to the City for $1, with rights to reclaim if HCCTS reuses the site.

11. **January 14, 2025 – HCCTS Lease Termination Report**
    HCCTS formally confirmed lease closure, financial commitments, and equipment disposition with the right of retrieval.

12. **February 19, 2025 – Final HCCTS Report**
    HCCTS documented the marketing event ("Highlands Night at the Ballpark"), confirmed equipment transfer, and noted the option to return if CTE programs are re-established. (Exhibit AZ)

13. **June 9, 2025 – TRUSD Notice of Violations and Revocation Consideration**
TRUSD issued a formal letter identifying alleged violations by HCCTS, including:
- Misuse of public funds for a private baseball team
- Program inactivity during the lease term
- Transfer of $52,000+ in equipment for $1
- Continuation of lease-equivalent payments post-termination

Evidence
- Exhibit AR: Mutual Termination of Lease Agreement
- Exhibit AS: Marysville_Expenses Chart
- Exhibit AT: Itemized Equipment from Marysville 2
- Exhibit AU: Marysville_Baseball field Lease agreement
- Exhibit AV: Marysville 2_Lease agreement
- Exhibit AW: 2024.09.24 Response NOC_RFI Marysville 2
- Exhibit AY: 2024.10.16 Letter from TRUSD with findings regarding Marysville 2
- Exhibit AZ: 2025.02.19 Letter from HCCTS explaining use of equipment following termination of Marysville 2 lease

V. Employment of Celebrities & Professional Athletes and Use of Public Funds

The District has asked Highlands to provide additional information regarding past employment arrangements for individuals identified as "professional/celebrity athletes." Highlands has previously shared details on this matter and offers the following to close out all outstanding questions.

Under prior leadership, salaries and job classifications for these employees were not aligned with established job descriptions or salary schedules. Highlands acknowledges that this was a mistake and understands the District's concern.

Since then, Highlands has taken corrective action:

- Job descriptions for the relevant positions were updated and formally approved by the Board.

- Roles were reviewed and reclassified to ensure alignment with board-approved duties and appropriate compensation structures.

- These employees are no longer employed by Highlands as of the 2025–26 school year so this is not an ongoing issue..

Highlands also recognizes that these issues were symptomatic of a broader lack of policies and procedures to govern hiring, compensation, and promotions. To address this, Highlands has engaged Jennifer Lopez Consulting, LLC to conduct a comprehensive review of all related

policies, with recommendations due by December 2025. The Board will consider these recommendations to ensure consistent, transparent practices moving forward.

We further acknowledge the State Auditor's finding that the absence of clear policies created the potential for inequity and favoritism. Highlands is committed to fully implementing the Auditor's recommendations and to ensuring that compensation practices are fair, transparent, and aligned with both law and best practice. Recommendations 22 and 23 from the State Audit Report are below, along with our current status of implementation.

Recommendation 22

To ensure that pay is assigned equitably and based on merit and performance, Highlands should implement policies by December 2025 to create a merit-based structure for devising its salary schedules, evaluating staff, assigning salaries and salary increases, and deciding on annual bonus amounts.

HCCTS BP 4111 (Exhibit BA) establishes the requirement for a structured hiring process including screening of candidates, panel interview requirements, and offers of employment. HCCTS Board Policy 4111.2 (Exhibit BB), establishing a structured and equitable promotion process that recognizes demonstrated competence. In alignment with these policies, HCCTS will collaborate with an independent contractor to develop policies and procedures that ensure a fair and consistent pay structure. Additionally, HCCTS has implemented staff evaluations through the third-party platform Frontline, providing a centralized system for storing and referencing all evaluations.

Recommendation 23

To prevent favoritism and pay inequity, Highlands should, by December 2025, implement a policy to adhere to its salary schedules and not allow executive management to approve increases outside of salary schedule limits.

Currently no employees at HCCTS have salaries that are outside of the salary schedule based on their job description. HCCTS's new Chief Operations Officer (COO) is currently reviewing all salaries to identify and address potential pay inequities and continuing to improve the process of determining starting salaries for all employees. The COO will work with an independent contractor to ensure that a comprehensive set of policies and procedures, including salary schedules and pay increases, is in place and fully implemented by January 2026.

Evidence

- Exhibit BA: 4111 BP
- Exhibit BB:4111.2 BP

VI. SUMMARY

This response provides evidence that HCCS has either already fully cured or has taken every possible step to cure all of the concerns raised by the District and will continue to vigorously pursue resolution of the few items that are outside of the school's control.

BUILD HIGHLANDS BACK BETTER

HCCS Material Revision Presentation 12.02.2025



Our Students

We support students where they are, using their strengths to help them learn and succeed.









HCCS Sites

HCCS is requesting approval to operate at the 17 locations listed below.

14 Student Serving Sites:

- 33rd St. (2520 33rd St, Sacramento, CA 95817)
- 37th Ave. (3301 37th Avenue, Sacramento, CA 95824)
- Boxwood St. (2260 Boxwood Street, Sacramento, CA 95815)
- Center Pkwy. (7839 Center Parkway, Sacramento, CA 95823)
- College Oak Dr. (4545 College Oak Drive, Sacramento, CA 95841)
- Folsom Blvd. (10013 Folsom Blvd, Sacramento, CA 95827)
- Franklin Blvd. (5961 Franklin Blvd, Sacramento, CA 95824)
- Hillsdale Blvd. (5655 Hillsdale Blvd, Sacramento, CA 95842)
- Howe Ave. (1111 Howe Avenue, Sacramento, CA 95825)
- Hurley Way (3205 Hurley Way, Sacramento, CA 95864)
- Industrial Pkwy. (8180 Industrial Parkway, Sacramento, CA 95824)
- Marconi Ave. (3727 Marconi Ave, Sacramento, CA 95821)
- Old Auburn Rd. (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Todhunter Ave. (800 Todhunter Avenue, West Sacramento, CA 95605)

3 Administrative Support Locations:

- Arden Way (901 Arden Way, Sacramento, CA 95815)
- Florin Rd. (3801 Florin Road, Suite 107, Sacramento, CA 95823)
- Hemlock St. (5537 Hemlock Street, Sacramento, CA 95841)

HCCS Sites

If TRUSD does not approve the proposed site list included in the HCCS Material Revision, HCCS requests to operate at the locations outlined in the MOU Amendment No. 3 executed on January 23, 2024. Please note some sites' leases previously approved in the MOU Amendment No. 3 have been terminated. Even though TRUSD previously approved sites outside of Sacramento County, those locations will no longer be operated by HCCS. In addition, HCCTS has closed some of the sites inside the Sacramento County previously approved by TRUSD due to declining enrollment.

- 12th Street (701 12th Street, Suite 203, Sacramento, CA 95814)
- 24th/St. Anne's (7720 24th Street, Sacramento, CA 95832)
- 65th St/Bach Viet South (6853 65th Street, Sacramento, CA 95828)
- Arden 2 (2260 Boxwood Street, Sacramento, CA 95815 - Warehouse and Video Production)
- ARI Elder Creek/ARI South (6270 Elder Creek Road, Sacramento, CA 95824)
- ARI Sunrise/ARI North (5750 Sunrise Blvd, #100, Citrus Heights, CA 95610)
- Asher (1215 Howe Avenue, #101, Sacramento, CA 95825)
- Auburn (4441 Auburn Blvd, Suite H&M, and J, Sacramento, CA 95841)
- Bowling (7171 Bowling Drive, #1120, Sacramento, CA 95823)
- Capitol Mall (555 Capitol Mall, #735, Sacramento, CA 95814 Classroom & Administrative Space)
- Center Parkway (7839 Center Parkway, Sacramento, CA 95823)
- College Oak (4545 College Oak Drive, Sacramento, CA 95841)
- Del Paso/Cavalry (1100 Las Palmas Avenue, Sacramento, CA 95815)
- Del Paso 2 (3730 Marysville Blvd, Sacramento, CA 95838)
- Edison/St. Matthew's (2300 Edison Avenue, Sacramento, CA 95821)
- Fair Oaks (2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 Wellness Center/Salon)
- Florin Rd (3801 Florin Road, Suite 107, Sacramento, CA 95823)

HCCS Sites

- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Folsom 2 (9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827)
- Grand Avenue (1333 Grand Avenue, Sacramento, CA 95838)
- Hemlock/Russian Library (5537 Hemlock Street, Sacramento, CA 95841)
- Hemlock 2 (5527 Hemlock Street, Suite B, Sacramento, CA 95841)
- Hillsdale (5655 Hillsdale Blvd, Suites 1, 9, 11 & 18, Sacramento, CA 95842)
- Howe Avenue (1111 Howe Avenue, #655, Sacramento, CA 95825)
- Hurley (3205 Hurley Way, Sacramento, CA 95864)
- Industrial (8180 Industrial Pkwy, Sacramento, CA 95824)
- Larkspur 1/BV Larkspur (1100 Fulton Avenue, #F, Sacramento, CA 95825)
- Larkspur 2/BV North (1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825)
- Maple (3301 37th Avenue, Sacramento, CA 95824)
- Maple 2/St. Rose (5961 Franklin Blvd, Sacramento, CA 95824)
- Marconi 2 (3727 Marconi Ave, Sacramento, CA 95821)
- Marysville (715 C Street, Marysville, CA 95901)
- McClellan (3144 Palm Street, Building 826, McClellan Park, CA 95652)
- McClellan 2 (5411 Luce Ave, Unit 242, McClellan, CA 95652)
- North Laguna (8211 Bruceville Rd, #115, Sacramento, CA 95823)
- North Laguna 2 (8211 Bruceville Rd, #125, Sacramento, CA 95823)
- Norwood (431 Hayes Avenue, Sacramento, CA 95838)
- Oak Park (2520 33rd St, Sacramento, CA 95817)
- Old Auburn (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Saint John's (Address redacted due to the privacy of our students)
- SHRA Marina Vista (30 Seavey Circle, Sacramento, CA 95818)
- South Side Park (730 S Street, Sacramento, CA 95811)
- West Sac/Holy Cross (800 Todhunter Avenue,West Sacramento, CA 95605)
- Yuba City (229 Clark Avenue, Suite Q & V, Yuba City, CA 95991)

HCCS Sites

Administrative Sites:

- American River (3600 American River Drive #280, Sacramento, CA 95864)
- Arden (901 Arden Way, Sacramento, CA 95815)
- Capitol Mall (555 Capitol Mall, #1275, #725, #550, Sacramento, CA 95814)
- El Camino (4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608)
- Fair Oaks 2 (6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608)
- Howe Avenue (1111 Howe Avenue, #115, Sacramento, CA 95825)
- Raley Blvd (4350 Raley Blvd, Suite 300, Sacramento, CA 95838)

HCCS Grade Levels

HCCS proposes to remove grades 1 and 2 and add grades 9, 10, and 11 to better meet the needs of our students and as requested by TRUSD.



Current HCCS Grade Levels	
Grades	Credits
Grade 9	0-50
Grade 10	51-149
Grade 12	150-180

HCCS Grade Levels with Material Revision Approval

If the HCCS material revision is approved	
Grades	Credits
Grade 9	0-50
Grade 10	51-100
Grade 11	101-149
Grade 12	150-180

- Create 11th grade in PowerSchool
- Modify master schedule
- Move students in PowerSchool from grade 10 to grade 11 if they have between 101-149 credits
- Contract with Charter Impact to support with the transition
- Implement CAASPP for all eligible grade 11 students
- HCCTS board approved the course outline for English 9-12
- HCCS leadership sent a request to Charter Impact to identify grade 11 students
- HCCS academic leadership has drafted a new master schedule which reflects these grades
- HCCS leadership is revisiting the enrollment procedures for the updated grade levels

HCCS Grade Levels

If the HCCS material revision is not approved, HCCS will implement the following actions by Spring 2026:
HCCS will move the students currently enrolled in grades 9 and 10 to grade 12
HCCS will place all English Language Learner students based on their language proficiency, credits earned and prior class standing
Students with lower English language proficiency will be placed in Grades 1–2
All incoming students will be reviewed for prior grade for identification in CALPADS
All returning HS students to HCCS will be enrolled in grade 12
HCCS Curriculum will be in alignment with the Charter Renewal approved by TRUSD in 2019

- Create grade 1 and 2 in PowerSchool
- Modify master schedule
- Move students in PowerSchool from grade 9 and 10 to grade 12
- Contract with Charter Impact to support with the transition
- HCCTS board approved the course outline for English 9-12
- HCCS academic leadership has drafted a new master schedule which reflects these grades
- HCCS leadership is revisiting the enrollment procedures for the updated grade levels





Proposed CTE Programs for 2025-2026 School Year

- Digital Literacy and an enhanced multimedia component
- Personal Finance
- Real Estate
- Microsoft Certifications
- Culinary
- Medical Services
- Early Childhood Education

Updated Credential Qualifications

University of Massachusetts Global
A private nonprofit affiliate

In the 2024-2025 school year, HCCS modified credential requirements for teachers as required by the CTC and communicated by TRUSD. In the 2025-2026 school year, HCCS implemented it. This material revision will align the charter to the agreement made by the school to utilize single-subject credentials rather than adult credentials.

New Curriculum and Assessments

HCCS has implemented the following new assessments as recommended by TRUSD:

- CAST Testing
- CAASPP Testing

- SAVVAS Curriculum was implemented in the beginning of the 2025-2026 school year to ensure that our curriculum is aligned to CCSS
- Professional Learning Communities (PLC) were implemented with professional development support from Savvas
- Professional Development for academic staff was planned in HCCS Academic Calendar for 15 days during the school year

What's at Stake







HIGHLANDS
COMMUNITY CHARTER SCHOOL

~~Petition for the Renewal of~~

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Highlands Community Charter School

Respectfully Submitted to the Twin Rivers Unified School District Board of Trustees

~~January 14th, 2019~~

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted ~~September 26~~October 10, 2025

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GLOSSARY

Term	Definition
ADEL	Adult English Language Learner
COAAP	Civic Objective and Additional Assessment Plan
CTE	Career Technical Education
EdCite	Edcite is an online platform primarily used for creating, sharing, and administering educational assessments.
EL Civics	English Literacy and Civics Education
HCCS	Highlands Community Charter School
SETA	Sacramento Employment and Training Agency
TE	TOPSPro Enterprise
TRUSD	Twin Rivers Unified School District
WIOA	Workforce Innovation Opportunity Act

Preface

Highlands Community Charter School respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in the District. This material revision is being submitted as the Charter School is requesting the following changes to the charter:

1. **Updated Number of Sites**
   HCCS requests to maintain 14 sites as detailed in Element P the material revision.

2. **Updated Credential Qualifications**
   In the 2024-2025 school year, HCCS modified credential requirements for teachers based on a May 2025 update from the CTC and additional guidance communicated by TRUSD. This material revision will align the charter document with our commitment to utilize K-12 credentials rather than adult credentials for its teachers.

3. **Proposed Career Technical Education (CTE) Programs for 2025-2026 School Year**
   HCCS proposes to operate seven CTE programs in the 2025-2026 school year:
   - Culinary Arts
   - Digital Literacy and Multimedia
   - Early Childhood Education (ECE)
   - Medical Services
   - Microsoft Office Specialist (MOS) Certification
   - Personal Finance
   - Real Estate

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~~**Assurances, Affirmations, and Declarations**~~

HCCS proposes to add grade 11 in compliance with guidance from TRUSD.

5. **Addition of CAST and CAASPP Assessments**
   HCCS will test students in both CAST and CAASPP based on guidance from the California Department of Education and TRUSD. While these assessments are intended for students in traditional high school programs, and HCCS serves adults, HCCTS has implemented this assessment to ensure compliance and accountability in its academic programs.

6. **Enhanced Curriculum for Improved English Learner Support**
   The HCCTS Board has approved the Savvas curriculum for HCCS. Implementation has begun with professional development support from Savvas in alignment with Professional Learning Community (PLC) structures.

7. **Lottery Procedures**
   HCCS respectfully requests approval to update its current lottery procedures to more accurately reflect the Charter School's existing admission practices. While maintaining full compliance with all applicable provisions of the California Education Code, HCCS seeks to clarify and enhance its written policies and procedures to ensure greater transparency, accessibility, and alignment with the school's mission of serving adult learners. These updates will streamline the admissions process, reflect current operational structures, and better address the needs of the diverse student population.

   With TRUSD's approval, HCCS will continue to uphold equitable and compliant admission practices while refining procedures to ensure they are clear, consistent, and supportive of the school's commitment to access and inclusion.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I hereby certify that the information submitted in petition for renewal of Highlands Community Charter School ("HCCS" or the "Charter School"), located within the boundaries of the Twin Rivers Unified School District ("TRUSD" or the "District") and outside of the District pursuant to the WIOA exemption to site restrictions contained in the Charter Schools Act of 1992 is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school.

Highlands Community Charter School shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605(~~d~~e)(1).)
- Not charge tuition. (Ed. Code § 47605(~~d~~e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(~~d~~e)(1).)
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(~~d~~e)(2)(A).) unless HCCS receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(~~d~~e)(2), admission to HCCS shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(~~d~~e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of HCCS in accordance with Education Code Section 47605(~~d~~e)(2)(C). (Ed. Code § 47605(~~d~~e)(2)(A)-(C).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(~~d~~e)(3).)

- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(~~e~~d)(1).)

- Consult, on a regular basis, with Charter School's students and teachers regarding the Charter School's educational programs. (Ed. Code § 47605(~~e~~d)(2).)

- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

- Meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. (Title 5 California Code of Regulations § 11967.5.1(f)(5)(C).)

- Ensure that teachers in the Charter School hold ~~a~~the Commission on Teacher Credentialing certificate, permit, or other document ~~equivalent to that which a teacher in other public schools is~~ required ~~to hold. As allowed by~~ for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute~~,~~ ~~flexibility will be given to noncore, noncollege preparatory~~ and regulations for the purpose of legally assigning certificated teachers~~.~~, in the same manner as a governing board of a school district. (Ed. Code § 47605(l)(1).)

- At all times maintain all necessary and appropriate insurance coverage.

- For each fiscal year, offer, at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5(a)(2).)

- Comply with any applicable jurisdictional limitations to the locations of its facilities. (Ed. Code § 47605; Ed. Code § 47605.1.)

- Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code §§ 47612(b) and 47610.)

- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA'), as reauthorized and amended as the Every Student Succeeds Act ("ESSA").

- Comply with the Public Records Act.

- Comply with the Family Educational Rights and Privacy Act.

- Comply with the Ralph M. Brown Act.

- Comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47601.1.
- Comply with Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum number of school days. (Title 5 California Code of Regulations § 11960.)

Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.

~~Murdock Smith,~~

9/26/2025

Jonathan Raymond for HCCS
Date

~~January 14th, 2019~~

~~1333 Grand~~1111 Howe Ave~~.~~., Suite 540
Sacramento, CA 95838
(916) 844-2283

~~Element 1: The Educational Program~~

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

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

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

~~General Information~~

~~1.1: General Information Table~~

~~GENERAL INFORMATION~~	
~~The contact person for Charter School is:~~ **Element A The Educational Program**	~~Murdock Smith~~
~~The contact address for Charter School is:~~	~~1333 Grand Ave. Sacramento, CA 95838~~
~~The contact phone number for Charter School is:~~	~~916-844-2283~~
~~The address or ZIP Code of the target community to be served by Charter School is:~~	~~95838~~
~~This location is in TRUSD Board District:~~	~~Yes~~
~~This location is in TRUSD Local District:~~	~~Yes~~
~~County-District-School Code~~	~~34-76505-0130757~~
~~The grade configuration of Charter School is:~~	~~1, 2, 12~~
~~The number of students in the current year is:~~	~~1530~~
~~The grade level(s) of the students in the first year are:~~	~~1, 2, 12~~
~~Charter School's scheduled first day of instruction in 2019-2020 is:~~	~~July 8, 2019~~
~~The enrollment capacity is:~~	~~2150~~
~~The type of instructional calendar is:~~	~~Multi-track, year-round calendar~~
~~The number of instructional minutes is:~~	~~Grades 1 and 2: 50,970~~ ~~Grade 12: 82,740~~
~~The current bell schedule for Charter School is:~~	~~Grades 1 and 2:~~ ~~M, T, W, F: 8:25-12:25/Th: 8:25-11:40 or~~ ~~M, T, W, F:1:00-5:00/Th: 12:10-2:00 or~~ ~~M-F: 5:00-9:00~~ ~~Grade 12:~~ ~~M, T, W, F: 8:00-3:15/Th: 8:00-2:00~~
~~The term of this Charter shall be from:~~	~~July 1, 2019 to June 30, 2024~~

Program Focus: Opportunities for Adult Learners

The Highlands Story

Highlands Community Charter School (HCCS) has been in operation since August 2014 and is one of two public charter schools operated by Highlands Community Charter and Technical Schools. HCCS exists to provide second chances — to serve adult learners aged 22 and older who, for a wide variety of reasons, were unable to earn a high school diploma through traditional pathways.

We serve a uniquely diverse student population, the majority of whom are immigrants and refugees. Some of our students arrive with advanced degrees from their home countries, having previously worked as engineers, teachers, and medical professionals. Others have had little or no formal education and are just beginning to learn to read, write, or speak English for the first time. Our model is built to honor this range of lived experiences — meeting students where they are and helping them reach where they want to go.

HCCS is open to all adult learners over the age of 22 and accepts students according to available capacity and lottery procedures. At our core, we believe that every student — regardless of their

starting point — deserves access to a high-quality education, a pathway to a better future, and the unwavering support of a school community that sees their potential.

In July 2025, HCCS entered an era of renewal and accountability under the leadership of Executive Director Jonathan Raymond, former superintendent of Sacramento City Unified. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to urgently rebuild an adult education program on a foundation of institutional integrity and a deep commitment to putting students first in every decision. We are raising standards across the board to implement clear policies for fiscal responsibility, place K-12 credentialed teachers in every classroom, lower class sizes, develop a rigorous and standards-aligned curriculum, enable more professional learning for teachers, and expand access to career training to support workforce needs throughout the regions we serve.

While the school has temporarily cut back staffing and reduced its enrollment capacity as part of program restructuring, it has laid essential groundwork for deep structural change. Every initiative proposed in this revision reflects our commitment to building educational programs that deliver on HCCS's commitment to serving its students, families, and the public.

HCCS has also launched a comprehensive five-year strategic planning process to reimagine how we deliver services and meet the evolving needs of our learners. We are investing in academic excellence, workforce relevance, and a culture of care. With these changes, we believe Highlands can become a statewide model for high-quality adult education that transforms lives.

Mission Statement
HCCS is a diverse community for social justice, serving the underserved by providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, HCCS builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of HCCS is to eradicate educational inequality and promote workforce success.

Executive Leadership
The Executive Leadership at Highlands Community Charter School provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress.

Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer, and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability.

Leadership

~~Community Need for Charter School~~

~~Dropouts in the United States~~

~~In the United States, a student drops out of high school every nine seconds (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). That is 7,000 students who drop out of high school every single day. Annually that totals 1.3 million students who fail to graduate (Alliance for Excellent Education, 2011, p. 1). This is especially true of minority students and those who are socioeconomically disadvantaged (Balfanz & Legters, 2004). Non-graduates are far more likely than graduates to be unemployed, to rely on government assistance, or to resort to criminal behavior (Alliance for Excellent Education, 2011). Public high schools in the United States have an 80% graduation rate (Hefling, 2014). However, in large urban school districts that cater to large numbers of children from socioeconomically disadvantaged backgrounds, the graduation rate decreases significantly to 50% (Guryan & Ludwig, n.d.). This has a huge impact on the national, state, and local economy for several reasons, among them, lost tax revenue, higher unemployment rates, dependence on government assistance programs, the community cost of crimes committed, and the cost to incarcerate criminals. By providing access to education and training to students 22 years of age or older, we believe that we will not only improve the lives of our students and their families but also improve the community and the economy. By creating taxpayers, reducing the number of people receiving government assistance, and reducing the number of crimes and criminals, we are improving our community.~~

~~Who Is Dropping Out?~~

~~A dropout is defined as a student who is between 16-24 years old who is not enrolled in high school and has not earned a high school diploma or an equivalency. According to a study conducted by the National Center for Education Statistics (NCES), when broken down by race and socioeconomic status, minority students and socioeconomically disadvantaged students are dropping out of school at a much higher rate than non-minority students and socioeconomically advantaged students. American Indian students have a dropout rate of 46%; Hispanic and African-American students have a dropout rate of 43%; and Asian students have a drop-out rate of 17% (Alliance for Excellent Education, 2011, p. 3). Data shows that there is a strong relationship between poverty and high school dropout rates. A study conducted in 2009 showed students from low-income families were five times more likely to drop out of high school than students from high-income families (American Psychological Association, 2012, p. 1). Another study done by the NCES in 2014 concluded that only 2.6% of students who dropped out of high school were from high-income families and 5.4% of students who dropped out of high school were from medium-income families. Of the Hispanic and African American students in the United States, approximately half of them are served by high schools in predominantly low-income neighborhoods where dropout rates fluctuate between 40% and 50% (Balfanz & Legters, 2004). According to the California Department of Education in the 2013-14 school year 56,756 students dropped out of high school in Sacramento and 52,249 dropped out the following school year. Of those who dropped out in the 2013-14 school year, 20.8% were English language learners, 20.3% were black, 18.8% were Native Americans, and 14.4% were socioeconomically disadvantaged.~~

~~Dropouts and Lost Tax Revenue~~

~~When a student drops out of high school, there is a huge financial impact at the local, state, and national level. Dropout rates lead to lost tax revenues. According to the *New York Post*, every~~

year high school dropouts cost our nation approximately $1.8 billion in lost tax revenue ("High school dropouts cost $1.8 billion every year," 2013). A study on lost tax revenue conducted by Northwestern University found that the estimated cost per high school dropout is $305,000 in potential economic gain through tax revenues to the local, state, and federal governments (Fogg, Harrington, & Khatiwada, 2008, p. vii). If only 50% of the students who dropped out in California's largest metropolitan areas were recovered, it is predicted that the economic benefits to California would be huge. The dropout recovery would invest approximately $247 million more per year into our local economy. Home sales would increase by 2.92 billion dollars. In California alone, it would increase our state and local tax revenues by $129 million every year (Carter, 2011). As a result, the California Legislature is working to address issues surrounding dropout rates such as providing schools with adequate resources to increase dropout recovery and reduce dropout rates.

Dropouts and Wages

High school graduates and college graduates make significantly more money on average than non-graduates. In 2009, college graduates made an average of $46,930 per year while the average annual wage for a high school graduate was $27,380. The same year, the average annual wage for a high school dropout was $19,540 (Alliance for Excellent Education, 2011, p. 1). Dropouts are three times more likely than college graduates to be unemployed. According to the Georgetown Center on Education and Workforce, 65% of jobs in 2020 will require some form of education.

Dropouts and Crime

High school dropouts are significantly more likely to be convicted of a crime and to be incarcerated than high school and college graduates. A study in 2007 showed that male dropouts aged 16 to 24 were more than six times as likely to be incarcerated than high school graduates. The same study showed that male dropouts were 63 times more likely to be incarcerated than males with a bachelor's degree (American Psychological Association, 2012). In the United States, an overwhelming number of men in our prison system are high school dropouts. According to the Bureau of Justice Statistics, approximately 68% of inmates do not have a high school diploma (Wolf Harlow, 2003), and more than 40% of inmates have less than a high school education. According to the Alliance for Excellent Education, Americans could save 18.5 billion dollars annually in prison systems simply by reducing high school dropout rates by 5% for men age 20-60 (Dianda, 2008).

Dropouts and Public Assistance

Dropouts are also more likely to receive government assistance than high school and college graduates (American Psychological Association, 2012, p. 6). Given the lower wage earning potential and the higher unemployment rates, many high school dropouts have inadequate income to live on their own or support a family (Sum, Khatiwada, & McLaughlin, 2009, p. 13). Due to these income inadequacies, high school dropouts are more likely to be on public assistance or federal assistance for needy families. "If all single mothers obtained at least a high school education, the annual cost savings would be $3.8 billion" (Dianda, 2008, p. 4).

Immigrants in California

According to the Public Policy Institute of California (PPIC), there are approximately 10 million immigrants in California, which is about one quarter of our state's total population. We have more

~~immigrants in California than in any other state in the nation. According to the US Census, half of all children in California have at least one immigrant parent. Of those immigrants, almost 80% of them are working age adults, and approximately 34% of them do not have a high school diploma. Although immigrants are just as likely to work as Americans, they tend to make 24% less money. It is imperative that these immigrants have the opportunity to access education, learn English, complete their high school diploma, and attend vocational and college training. Research shows that many foreign-born immigrants and minorities have lower high school graduation rates. According to the California Department of Education's Fall 2017 of Ed Facts there were 1,271,150 English language learners in the California public school system., which is 20.4% of the total enrollment in California and 2,637,412 speak a language other than English at home. Below is a graph that shows immigrants living in California and the United States by year from 1870-2016.~~

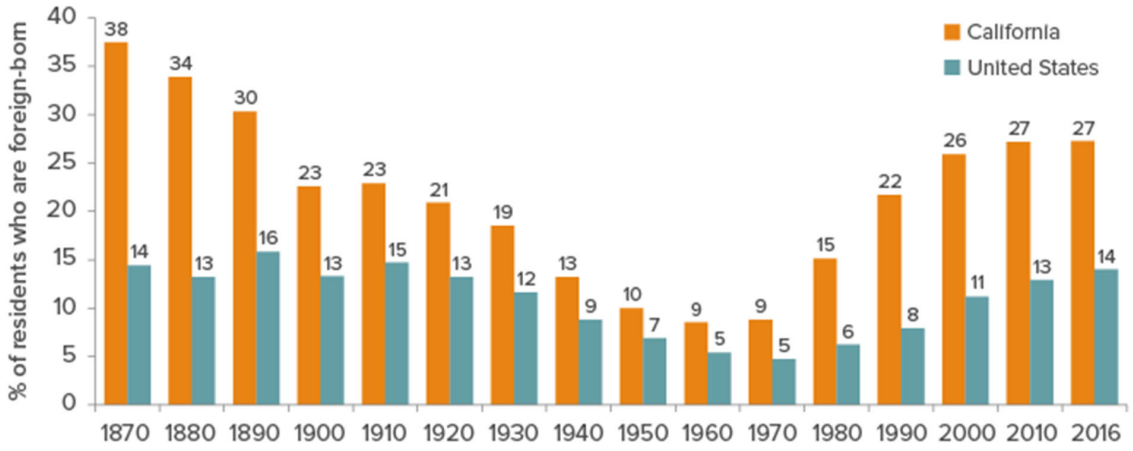

~~(Source: US Census Bureau, Decennial Censuses, and the American Community Survey)~~

~~Sacramento and the Twin Rivers Unified School District~~

~~In 2002, the Civil Rights Project at Harvard University labeled Sacramento the most diverse city in the United States. According to the 2010 US Census, the Sacramento metropolitan area had 2.7 million people; 45% are white, 27% are Hispanic or Latino, 18% are Asian, 15% are black, 7% identified as two or more races, and the remaining are Pacific Islander and Native American (National Center for Education Statistics, 2014). Demographers expect the minority population to continue to grow in Sacramento and it is estimated that by 2050 Sacramento will grow by 54%. It is estimated that in Sacramento 62% of the population speaks English while 38% are English learners. In Sacramento, our minority populations are more likely to experience poverty than the white population. In Sacramento only 14% of the white population is socioeconomically disadvantaged, compared to 28% of the black population, 27% of the Hispanic population, 26% of the Native population, and 23% of people who identified as two or more races, which are all living in poverty. Approximately 63% of people living in Sacramento are participating in the workforce with employment at 56% and unemployment at 10.5%. Minority groups have higher rates of unemployment with 17% unemployment for our black population, 15% for people who identified as two or more races, and 14% for Native Americans. Level of education is directly related to employment with a positive linear relationship. For people living in Sacramento without a high school education, only 56% of them are employed compared to 70% of high~~

~~school graduates, 78% with some college, and 87% for those with a bachelor's degree or higher. Within the Twin Rivers Unified School District, 31.7% of students drop out between ninth and twelfth grade with nearly 500 more students who stay enrolled through twelfth grade but do not graduate. According to the 2010 Census, almost 20% of adults living in the Twin Rivers Unified School District do not have a high school diploma or equivalent (Public Policy Institute of California, 2012).~~

~~*Highlands Community Charter School*~~Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education. Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California's history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments, and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Chief Operations Officer

Teresa holds a Ph.D. from the University of Illinois, Chicago, and has worked in the field of education for more than 29 years. Her work as a teacher, administrator, and author of mathematics curricula has spanned the breadth of the education community from PreK-12 through community college and university levels. She has extensive experience in executive-level district administration, as well as research and development for various non-profits, Riverside County Office of Education, and the Stuart Foundation, including co-development of an organizational health review.

Eric Chapman, Chief Academic Officer
Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer
Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Melissa Roberson, Director of Accountability and Assessment
Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has

deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Director of School Services
Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

The Population HCCS Desires to Educate

HCCS has the motto "...it's never too late." The school specifically focuses on providing educational opportunities for adults 22 years and older without a US high school diploma who have been unserved or underserved by the traditional educational system. This includes students who were unable to complete high school due to circumstances such as early parenthood, justice system involvement, or economic necessity, as well as immigrants and refugees seeking educational opportunities in the United States. HCCS provides a viable educational choice for adult learners interested in completing their high school education in a supportive environment that recognizes their diverse backgrounds, experiences, and goals.

The school serves students from 89 countries, with the five most represented countries as of the 2024-2025 school year being Afghanistan (5,830 students), Ukraine (1,383), Russia (1,356), Mexico (1,014), and Vietnam (318). This international diversity reflects both global migration patterns and Sacramento's role as a resettlement community for refugees and immigrants.

Student Population Characteristics

Demographics and Geographic Distribution

HCCS enrolls students primarily from Sacramento County, serving a culturally and linguistically diverse population. Women comprise 58.90% of the student body, men 41%, and 0.10% identify as nonbinary. The school serves grades 9-12, with all students being 22 years of age or older.

Language and Cultural Diversity

Approximately 90% of HCCTS students are English Language Learners, though the school also serves English proficient students seeking to complete their education through credit recovery. Based on enrollment data, there are multiple primary languages represented at HCCS, reflecting the diverse countries of origin of the student population. The five most represented countries at HCCS as of Census day for the 2024-2025 school year are Afghanistan, Ukraine, Russia, Mexico, and Vietnam. The table below shows the top five countries of origin for students at HCCS by year for the last three years, along with the number of students enrolled by year for that country.

~~Highlands Community Charter Schools offers a quality program of instruction that serves students from a wide range of age, ethnic, cultural and language backgrounds, specifically targeting high school dropouts, parents, immigrants, veterans, former foster youth and ex-offenders. Highlands provides the appropriate primary and secondary career technical education to help students from these groups to succeed. As our mission states, we are "serving the unserved."~~

~~At HCCS we understand the community we serve, and we provide that community with educational tools and opportunities. In California, we have a growing immigrant and refugee population. In order for immigrants and English learners to successfully enter the workforce, they need to improve their English. We have an astounding percentage of adults in our community who have been unable to complete a high school diploma or equivalency. At HCCS we love our community, and we believe that by educating adults, we will see economic growth, civic engagement, a reduction in crime, and a reduced number of our community members relying on government assistance. We foresee that we will continue to grow throughout Sacramento and California in order to meet the growing needs of adults in our state and in our community.~~

~~**1.2: HCCS Term Performance and Meeting the Needs of the Community**~~

~~Enrollment~~

~~At HCCS our enrollment has grown each year since our doors opened. In the 2015-2016 school year, enrollment was 449; in the 2016-2017 school year, enrollment more than doubled to 1,095; and in the 2017-2018 school year, our enrollment grew again to 1,856 students. In the 2017-2018 school year, the student community experienced a shift in our demographics with a large influx of refugees from Afghanistan. Due to this, the previous primary student language of Spanish was replaced by Farsi/Dari. Many of these refugees were not able to access education in their home countries, and their literacy level at entry was very low. In response to this need, we opened sites in their communities and hired paraeducators who are fluent in Farsi, Dari, and Pashto. HCCS responded to this community need by partnering with community-based organizations that provide refugee assistance like International Rescue Committee, World Relief, Opening Doors and Lao Family Community Development, Inc. Our high school program has also experienced steady growth each year. Even with a very strong labor market, students still continue to enroll into the program and graduate.~~

~~Below is a graph that shows our annual enrollment for the 2015-16, 2016-17, and 2017-18 school years for both English Language Development ("ELD") and the High School Completion Program:~~

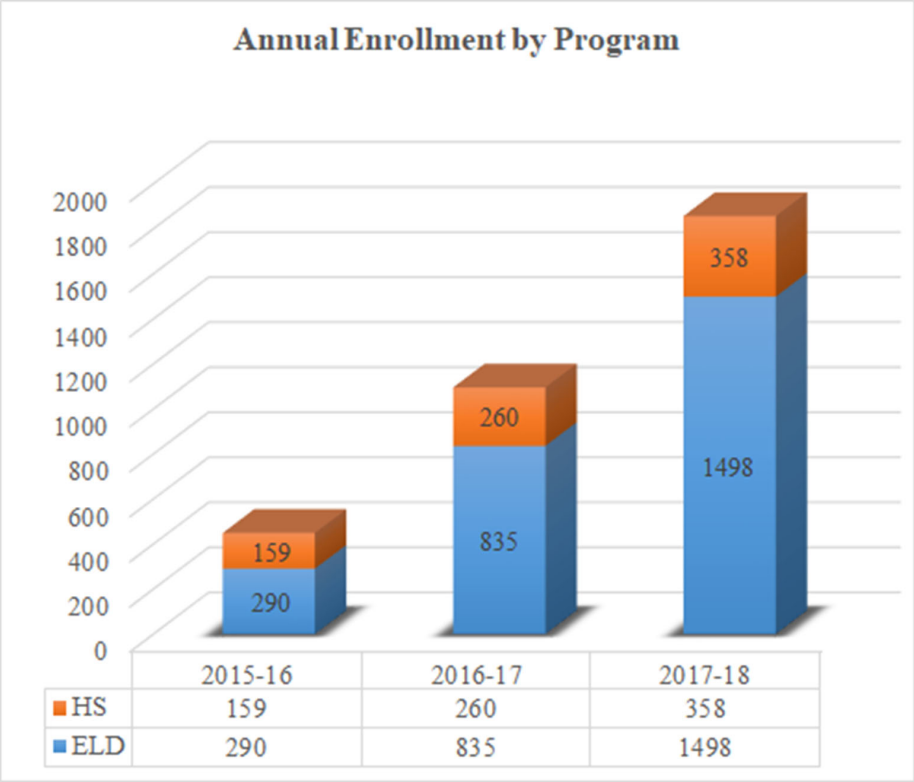

~~This shows that the high school program doubled in size in two years from 159 students in the 2015-16 school year to 358 students in the 2017-18 school year. At the same time, the ELD program grew from 290 students in the 2015-16 school year to 1,498 students in the 2017-18 school year.~~

~~Enrollment in CTE~~

~~Current CTE programs at HCCS are unique in that some of these programs are offered through our school, and some are extended to students by way of partnerships. At HCCS we have Truck Driving, Early Childhood Education, and Entrepreneurship as part of our internal CTE programs. Our external CTE programs are with Cosmo Beauty Academy and Asher College. Cosmetology and Manicuring are both located at Cosmo Beauty Academy. We also partner with Asher College to extend three programs: A+ Information Technology ("IT"), Medical Office Administration, and Office Administration which includes Microsoft Office certifications. Enrollment numbers in each of these programs can be seen below over the past three years.~~

~~Highlands Community Charter School CTE Program Enrollment~~

~~CTE Enrollment~~	2022-2023	2023-2024	2024-2025	
~~Program 1~~	~~15–16~~Afghanistan (2,875)	~~16–17~~Afghanistan (3,755)	~~17–18~~Afghanistan (5,830)	~~Grand Total~~
~~Business~~2	~~22~~Ukraine (990)	~~30~~Ukraine (1,305)	~~14~~Ukraine (1,383)	~~66~~

~~Career~~	~~159~~	~~253~~	~~277~~	~~689~~
~~Early Childhood Education~~	~~41~~	~~88~~	~~88~~	~~217~~
~~Computer A+ Tech~~	~~88~~	~~9~~	~~13~~	~~110~~

~~Cosmo Beauty Academy~~	3	~~18~~Mexico (920)	~~25~~Russia (1,239)	~~46~~Russia (1,356)	
~~Microsoft Office~~4		~~41~~Russia (634)	~~81~~Mexico (1,036)	~~69~~Mexico (1,014)	~~191~~
~~Truck~~5		~~140~~United States (381)	~~75~~Vietnam (268)	~~55~~Vietnam (318)	~~270~~

~~Grand Total~~	~~494~~	~~586~~	~~649~~	~~1729~~

Socioeconomic Status

The overwhelming majority of HCCS students qualify as socioeconomically disadvantaged, with over 97% qualifying for this status in the 2023-2024 census, an increase from the historical 90%+ rate.

Free ~~*Assessment*~~

~~At HCCS we place a high value on student assessment. We use assessments to understand student needs and levels. HCCS also uses assessment to ensure student understanding. The assessment process varies between ELD and high school, but all programs require various assessments during enrollment and throughout the classes/programs. At HCCS our assessment process begins during enrollment and orientation. All new high school students are given a Comprehensive Adult Student Assessment System ("CASAS") reading and math test during~~

their new student orientation. ELD students are also CASAS tested as part of the enrollment process, but ELD students are tested in reading, math, and listening. ELD students are also given an internally normed speaking test and a writing test by a teacher before beginning classes. These assessments are used to place students in the appropriate classes. These CASAS tests, both in ELD and in high school, are the Life Skills Series provided by CASAS. It is imperative that the content of our lessons is meaningful to the students' lives and relevant to our students' goals.

Below is a bar graph that demonstrates CASAS Reading placement assessments for new high

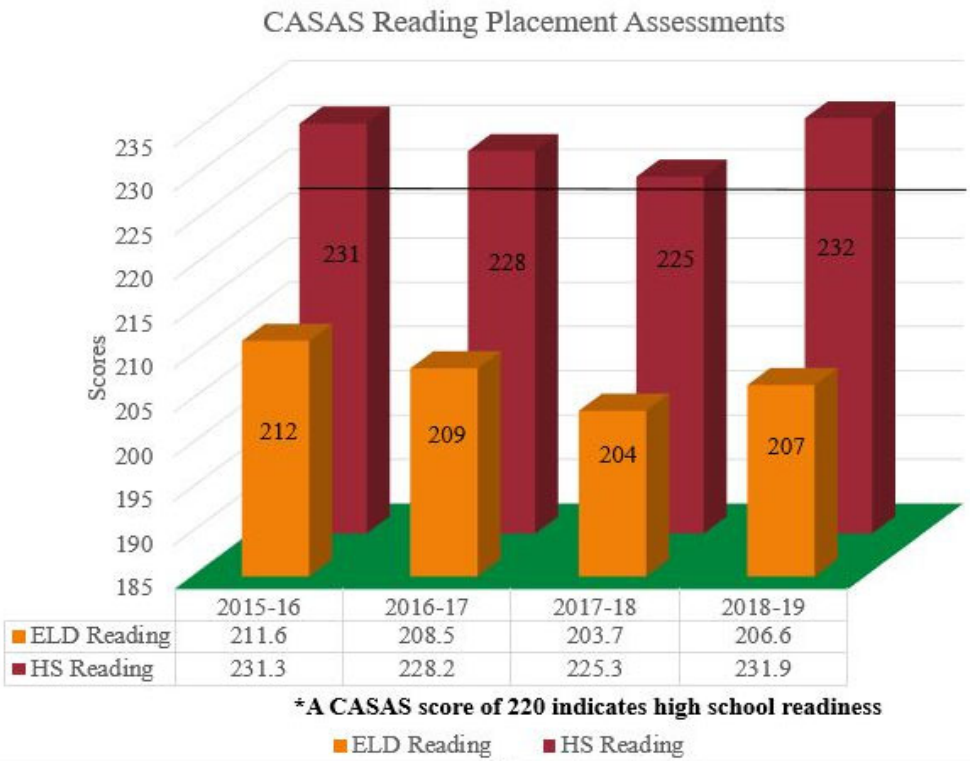

school and ELD students for the three previous school years as well as this year:
and reduced lunch eligibility has grown significantly:

For high school students, CASAS assessments are very important. High school teachers and counselors use the CASAS Reading score to determine if students need to be placed in a remedial reading class called Reading Skills or if the student needs to work with a Reading Specialist. The score is also used to determine if high school students have reading scores required to enter any of Highlands Community Charter School's Career Technical Education ("CTE") programs. Our high school students averaged an entry CASAS reading score of 231 for the 2015-16 school year, 228 for the 2016-17 school year, and 225 for the 2017-18 school year.

In the ELD program, reading scores (as well as other test scores) are used to place students into the appropriate class level. Our ELD students scored lower on average than the high school students with an average entry CASAS Reading score of 211 for the 2015–16 school year, 208 for the 2016–17 school year, and 203 for the 2017–18 academic year. This average score is largely impacted by the increased number of refugee students HCCS continues to serve. Of the 1,856 students enrolled, 646 are from Afghanistan, Syria, and Iraq. Many of those students enroll into our ELD program with very low rates of English literacy and some without literacy in their first language. These CASAS Reading assessments allow us to identify pre-literacy, non-literacy, and literacy ELD students who need additional support. They also help us to identify the higher level ELD students who are good candidates for the high school/CTE program.

While high school students are not required to take the CASAS Listening assessment, ELD students are. Below is a bar graph that shows the average CASAS listening scores for ELD

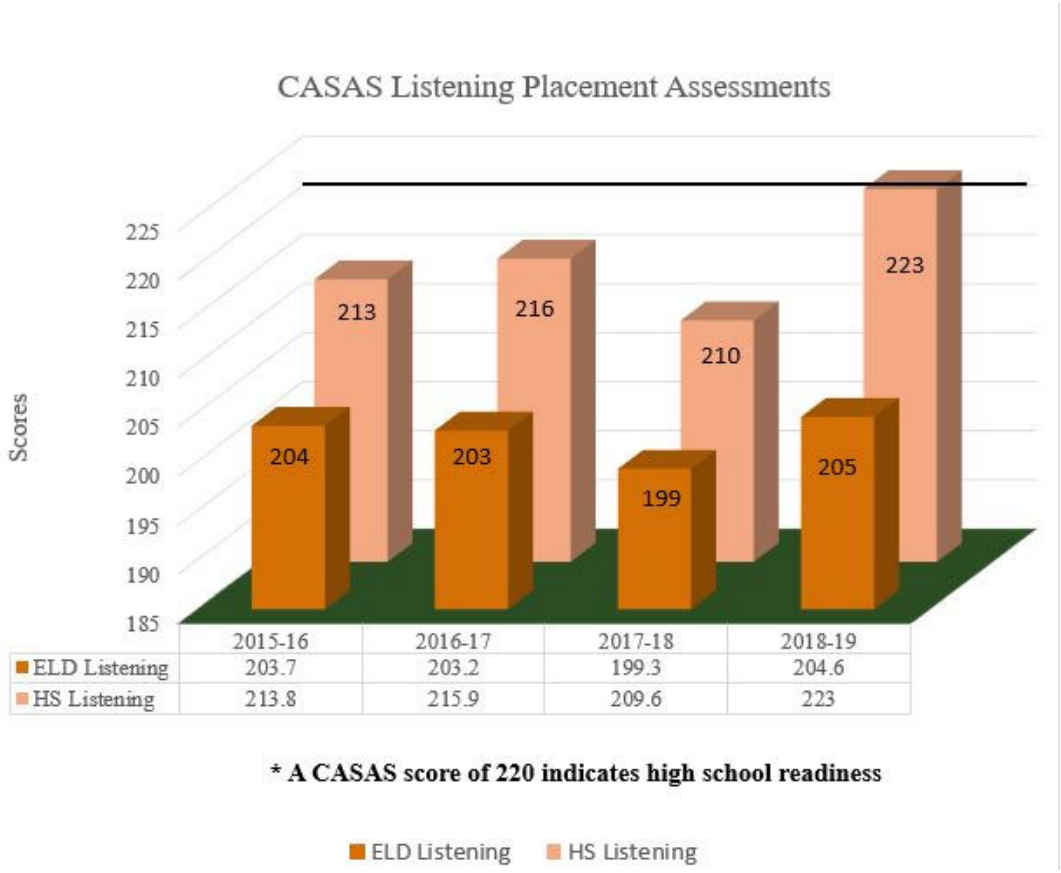

students over the past three years and what has been gathered for the 2018–19 year so far.

On the CASAS Listening assessment, ELD students had an average score of 203 in the 2015–16 school year, 203 in the 2016–17 school year, 199 for the 2017–18 school year, and 204 for the 2018–19 academic year so far.

~~CASAS Math assessments have always been administered to all incoming high school students during the enrollment process, but we have recently made an increased effort to make sure both ELD and high school students are completing the initial CASAS Math placement exam. The assessments are used in conjunction with students' transcripts to determine their level and to place them in the appropriate classes.~~

~~Below are the average incoming CASAS Math assessment scores for high school and ELD~~

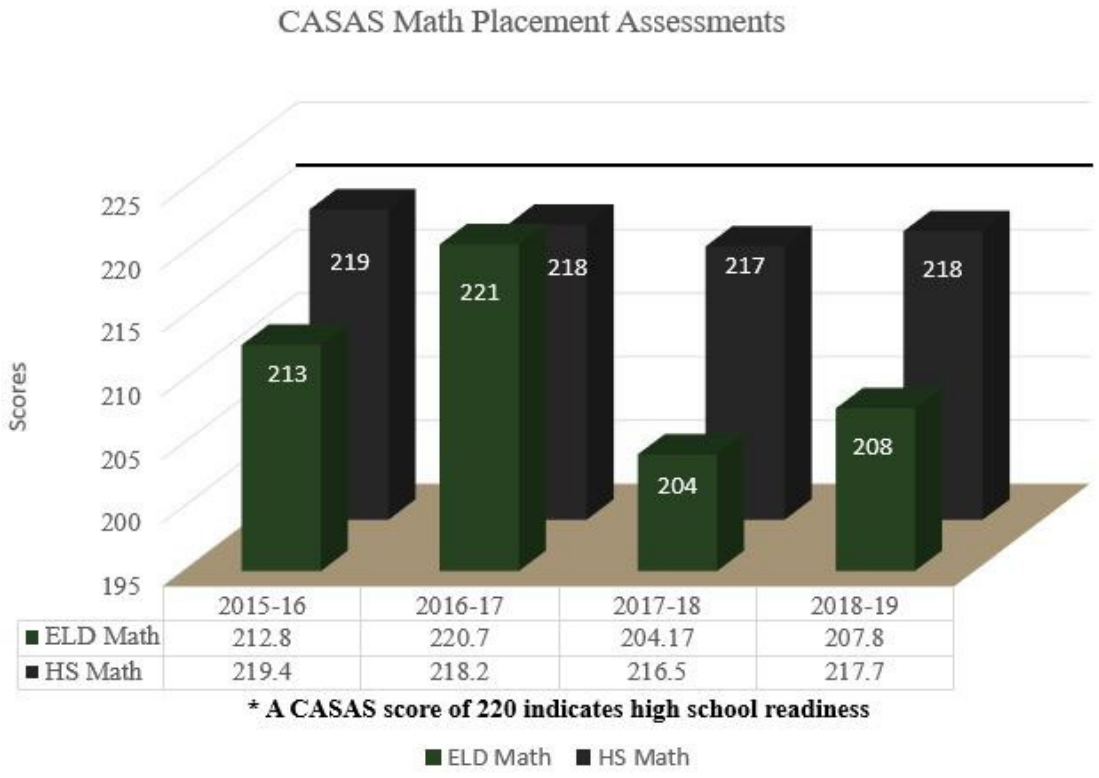

~~students by year:~~

~~Overall, high school students tend to score higher on CASAS Math assessments, but in the 2016-17 school year, ELD students scored slightly higher with an average first score of 220. During the same school year, the high school students averaged 218. Overall, high school students averaged a CASAS Math pre-test of 218, while ELD students averaged 211.~~

~~At HCCS we use CASAS in two primary ways: to assess incoming students for placement and to measure academic progress. Our goal is to have students complete a level between assessments. A complete level is approximately 10 points. If a student came to HCCS and scored 180, they would need 10 points to make it to the next level at 190. However, if a student scored 188, that student would only need a two point gain in order to reach the next level. Below is a graph that depicts our average CASAS gains by year.~~

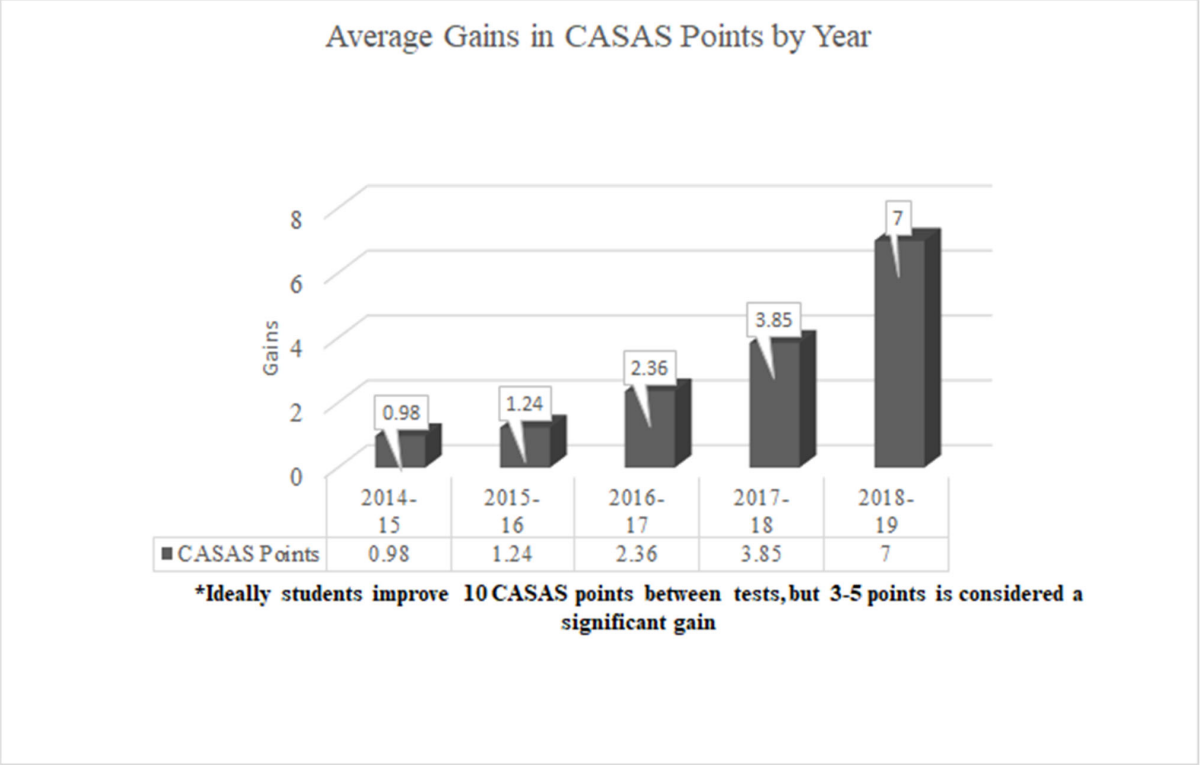

~~Although we have not captured the number of student gains that we would ideally like to see, we have steadily improved each year from only .98 points in the 2014-15 school year to 3.85 in the 2017-18 year. This year we are projecting an average gain of 7 points based on the gains we have for this school year and the five year trend. In order for us to capture our students' gains, it is imperative that our students consistently receive pre- and post-tests. At HCCS we are committed to increasing our level of CASAS assessments. Below is a graph that shows the number of students who received CASAS pre- and post-tests for the last four school years.~~

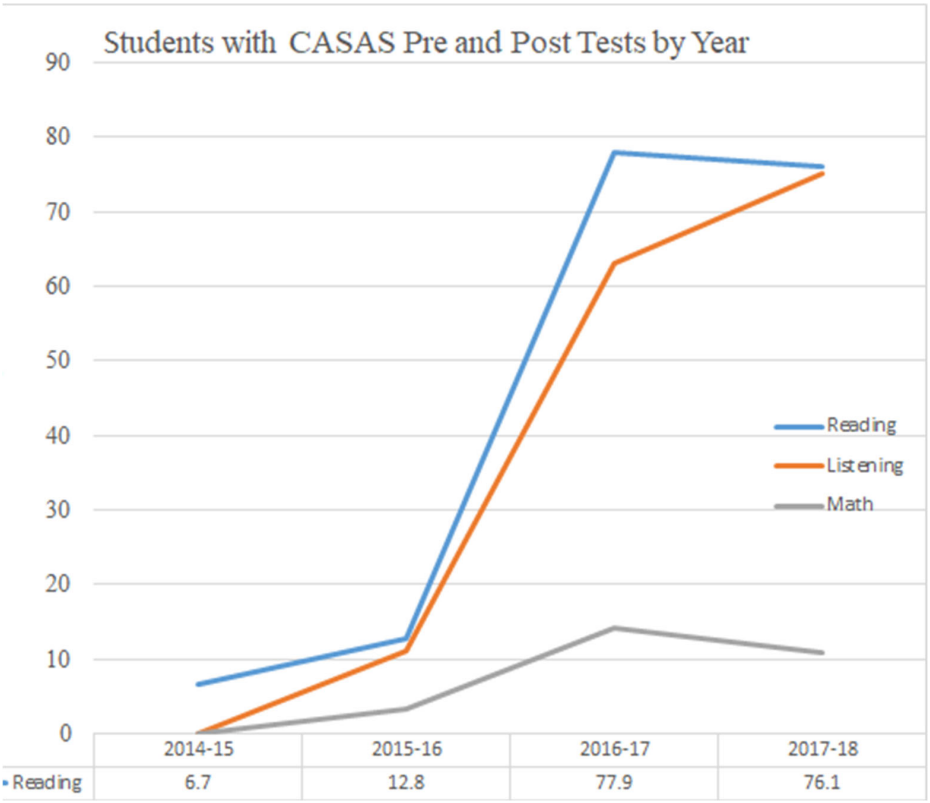

~~In the 2014-15 school year, we had a very low percentage of pre- and post-tests compared to the 2017-18 school year, when for reading and listening, we had pre- and post-tests at 76.1% and 75.2% respectively. This percentage is based on our Average Daily Attendance (ADA). Every year we have improved in reading and listening, even while our enrollment grew expeditiously. The one test in which we need to improve is math. As this graph indicates, we have not made improvements in the number of CASAS pre- and post- math assessments. In prior years, we did not assess our ELD students in math as part of the enrollment process and instead primarily assessed our high school students. Beginning in the 2018-19 school year, both high school and ELD students will be assessed in math as part of the enrollment process.~~

~~Teachers, counselors, and proctors do their best to get CASAS pre- and post- tests from every student; unfortunately, we have been unable to get them from every student. By hiring several new proctors, training more teachers and staff, purchasing more laptops to run CASAS, and developing a more rigorous testing schedule, HCCS will provide more succinct data regarding CASAS testing pre- and post-tests in the future.~~

~~***Grades***~~

~~At HCCS we have two systems for student grades: one is for ELD students, and one is for high school students. For the ELD students, we use the letter grades M, A, D, and E. M has a Grade Point Average ("GPA") value of four points, A has a value of three points, D has a value of two, and E has a value of one GPA point. The letter grade of M is equivalent to 90% mastery, where E is 80%, D is 70%, and E is 60% or below. In ELD, the M grade is the only grade that demonstrates level mastery and readiness for level promotion.~~

~~Grades~~Year	~~Descriptions~~Students Eligible for Free/Reduced Lunch
~~M- Meeting~~2022-2023	~~The student is meeting or exceeding standards.~~ 5,690
~~A- Approaching~~2023-2024	~~The student is approaching standards.~~9,350
~~D- Developing~~2024-2025	~~The student is developing an understanding of standards.~~ 11,546
~~E- Emerging~~	~~The student has an emerging understanding of the standards.~~

~~In the 2016-17 school year, ELD students received a total of 1,320 M's and 850 A's for a total of 2,170. For the same year, 121 students earned D's and 32 students earned E's. In the 2017-18 school year, we gave 1,274 students M's, 1,401 students A's, 444 students D's, and 259 E's. So far in the 2018-19 school year, HCCS has only entered grades for one quarter. Last quarter, 288 students earned M's, 484 earned A's, 105 earned D's, and 9 students earned E's.~~

~~It is important to note that this chart shows the total number of each grade given per academic year. The ELD students are graded in the subjects of reading, writing, speaking, and listening. The CASAS post-tests are also utilized as an external assessment to determine a student's grade.~~

Below is a bar chart that shows the distribution of ELD grades by percentage and year:



***Our goal at Highlands is for our students to earn M's and A 's and to maintain a schoolwide GPA of 3.0 or higher**

In the 2016-17 school year, 56% of the ELD students completed a level, and 93% of them received either an M or an A. Only 5% received a D, and 1% received an E. In the 2017-18 school year, 38% of the ELD students completed a level and 79% earned either an M or an A. That same year, 13% of the ELD students earned a D, and 7% earned an E. In the 2018-19 academic year, so far 32% of the ELD students have completed a level and earned an M and 87% have earned either an M or an A. Almost 12% of ELD students earned a D and 1% earned an E.

Success and accurate grades for all our students, both ELD and high school, are very important to us. Our goal is to have a schoolwide grade point average of 3.0 or higher. Below is the English Language Development GPA data for the 2016-17, 2017-18, and what has been documented so far in the 2018-19 school year:

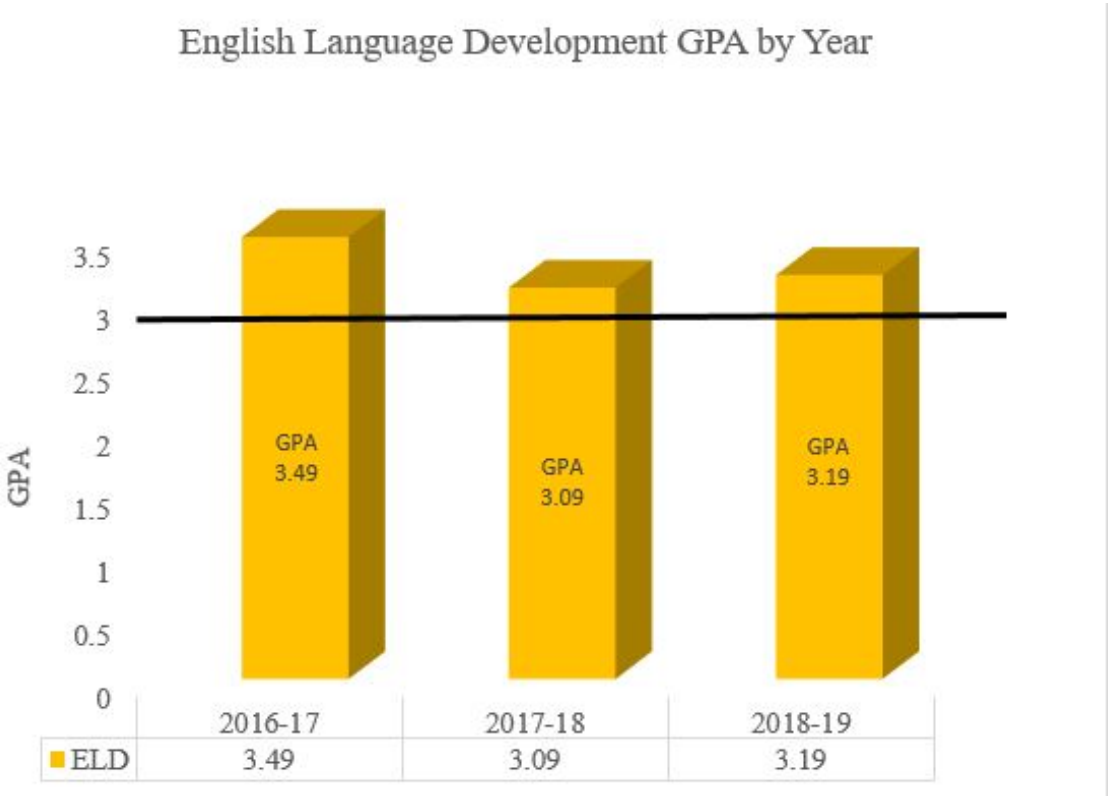

~~Since we implemented the MADE grading system for ELD students in the last quarter of the 2016–17 school year, ELD students have maintained a grade point average of 3.0 or higher. In the 2016–17 school year, ELD students had an average GPA of 3.49. During the 2017–18 school year, ELD students had an average GPA of 3.09, and so far in the 2018–19 academic year, they have an average GPA of 3.19.~~

~~As mentioned before, HCCS's schoolwide goal is to have an average GPA of 3.0 or better for all programs. While all of our programs have achieved this goal for the last three years, the high school students tend to have a higher GPA than the ELD students.~~

~~Below is a graph of the High School GPA by year for the past three academic school years:~~

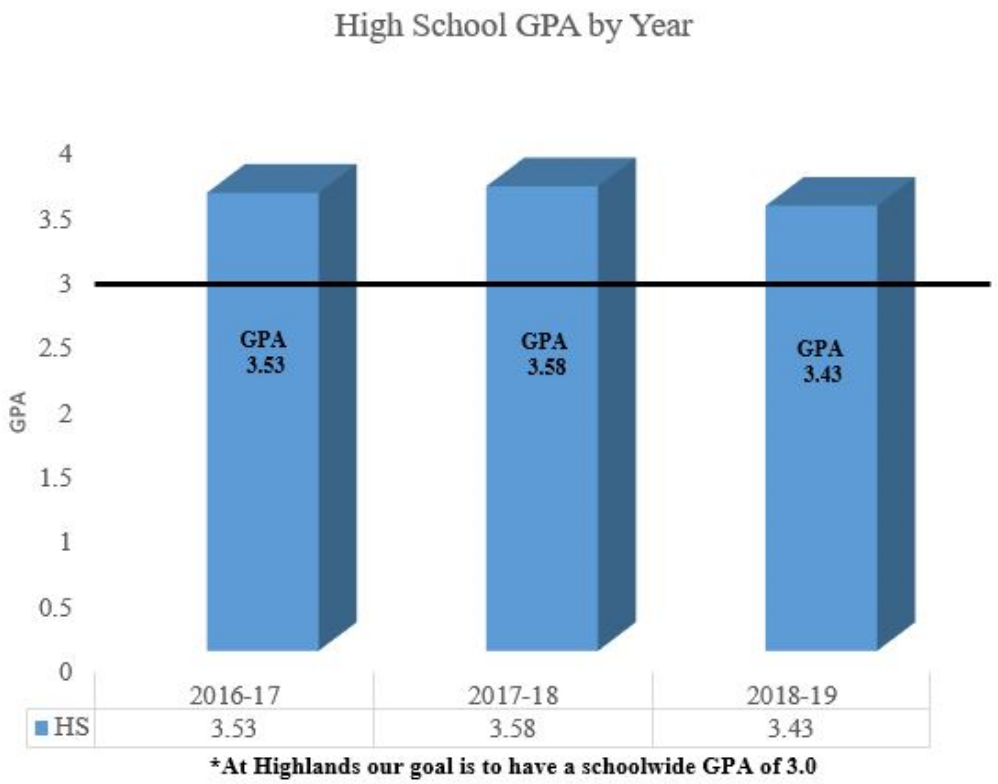

***At Highlands our goal is to have a schoolwide GPA of 3.0**

~~While the ELD students had an average GPA of 3.49 in the 2016-17 school year, the high school students had an average GPA of 3.53. For the 2017-18 school year, the high school students had an average GPA of 3.58 while the ELD students had a GPA of 3.09 – a considerable difference at .49 GPA points. This year the difference in grade point average between ELD and high school students is declining with a smaller gap of .24 GPA points, where high school students have an average GPA of 3.43, and ELD students have an average GPA of 3.19.~~

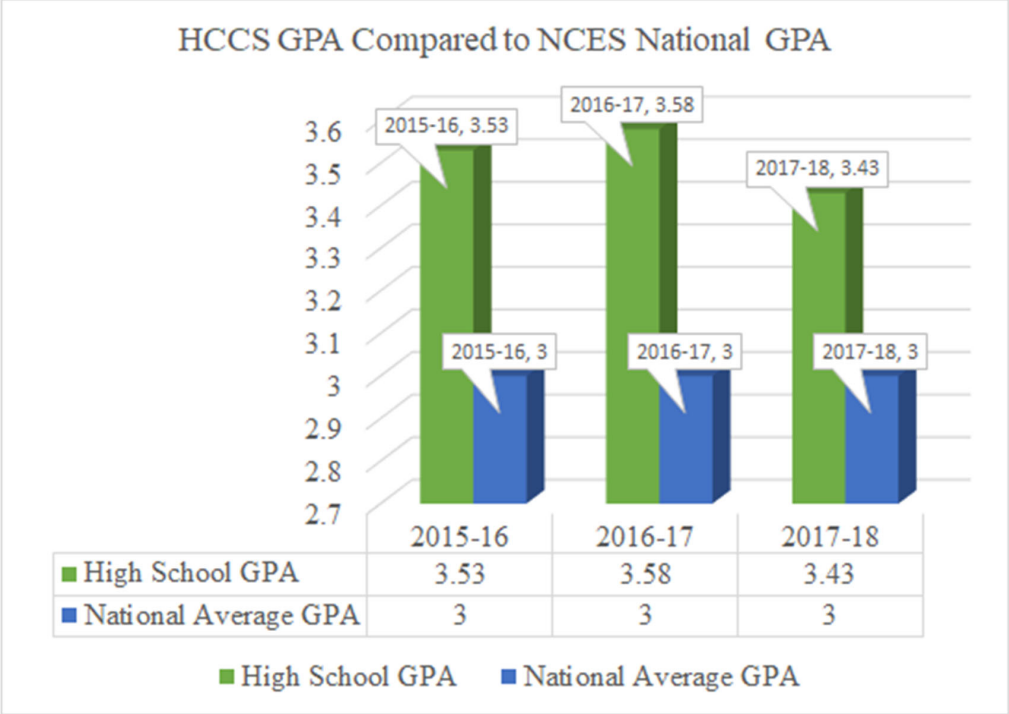

~~***COAAPS Data***~~

~~In 2016-17, HCCS applied for a Workforce Innovation Opportunity Act ("WIOA") grant and it was awarded for the 2017-18 school year. Then in 2017-18, we began creating EL Civics modules for the students and assessing them on the objectives. For the 2017-18 school year, we selected two themes based on students' greatest needs: community resources (DMV) and health (Healthcare). For the DMV packets, HCCS chose three relevant objectives related to Community Resources (DMV): Reading and Understanding Street Signs (Objectives 12.1, 12.2), Traffic Stops (Objective 12.8), and Citations (Objective 12.10). For Health packets, HCCS chose: Talking to a Doctor (Objectives 28.2, 28.5), Making Doctor Appointments (Objectives 28.4, 28.12), and Completing Medical History Forms (Objective 28.6).~~

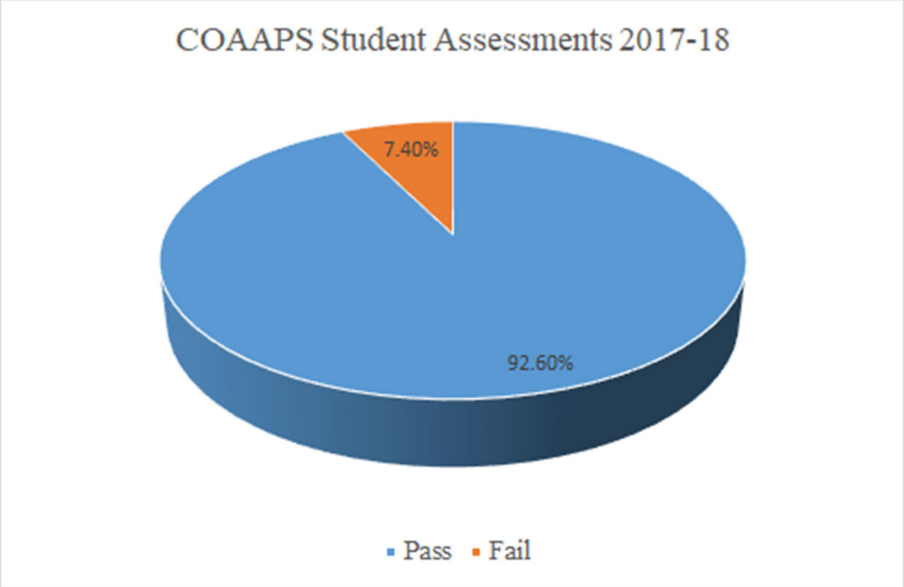

~~HCCS asked the ELD teachers to choose at least one of the themes based on their students' interests and needs. Overall, these EL Civics materials were taught in 32 classrooms: DMV was taught in 14 classrooms and Health was taught in 18 classrooms. A total of 756 students were assessed. Below is a graph that shows our student learning data for the 2017-18 school year:~~

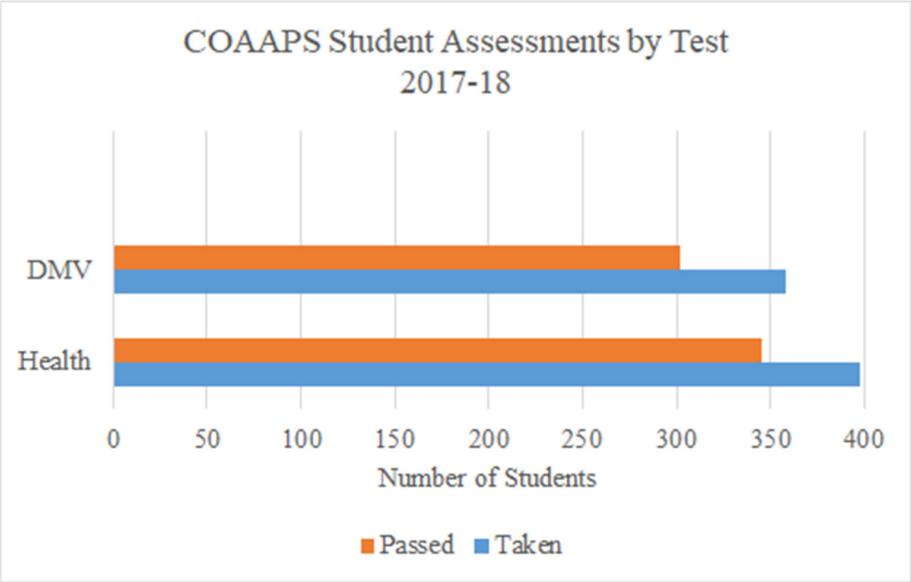

~~Of the 756 students who were assessed, 700 of them passed their assessment. Overall, 92.6% of our students passed while the remaining 7.4% of our students did not. Of the 756 students who were taught EL Civics, 358 students studied DMV and 398 studied Health. Our students did slightly better on their EL Civics Health assessments than on the DMV assessments, but overall our students did very well on both.~~

~~***Promotion and Graduation***~~

~~Below is a table that shows the number of ELD students who were promoted for the 2016-17, 2017-18, and so far in the 2018-19 school year in one or more of the following areas: reading, writing, speaking, or listening:~~

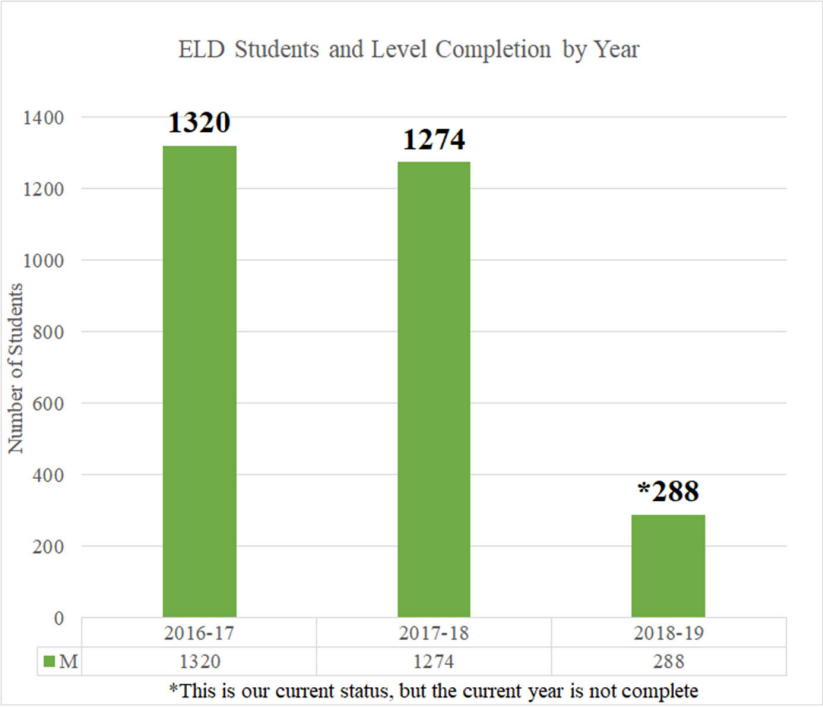

~~In the 2016-17 school year, 56% of the ELD students completed at least one level compared to 37% in the 2017-18 year, and so far in the 2018-19 school year 288 students have progressed at least one level. At the end of the 2016-17 school year, the grading system was introduced. It is possible that during the first quarter of grading, teachers were still learning to appropriately assign grades. That may have resulted in a high distribution of M grades compared to the 2017-18 school year. We are currently in the second quarter of the 2018-19 school year which explains the low number of M grades and ELD level completions.~~

~~High School Graduation Data~~
~~Rather than promotion, graduation is the best way to identify course completion for our high school students. At HCCS our graduation day is like a holiday worthy of celebration. It is the culmination of years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma, and exit as a graduate. Since this happens on a very regular basis, we wanted to provide more than one opportunity a year for students to celebrate and "walk the stage." At HCCS we hold a graduation ceremony every summer and winter. Each year the venue has changed in response to graduation growth. Most recently, we held the Summer 2018 Graduation at The Center at Twenty Three Hundred, which is a venue that holds approximately 500 attendees.~~

~~Below is a graph that shows the number~~Housing Instability
A significant portion of ~~high school graduates per year for the 2015-16, 2016-17, 2017-18 school years, and our graduation projections for the 2018-19 school year.~~

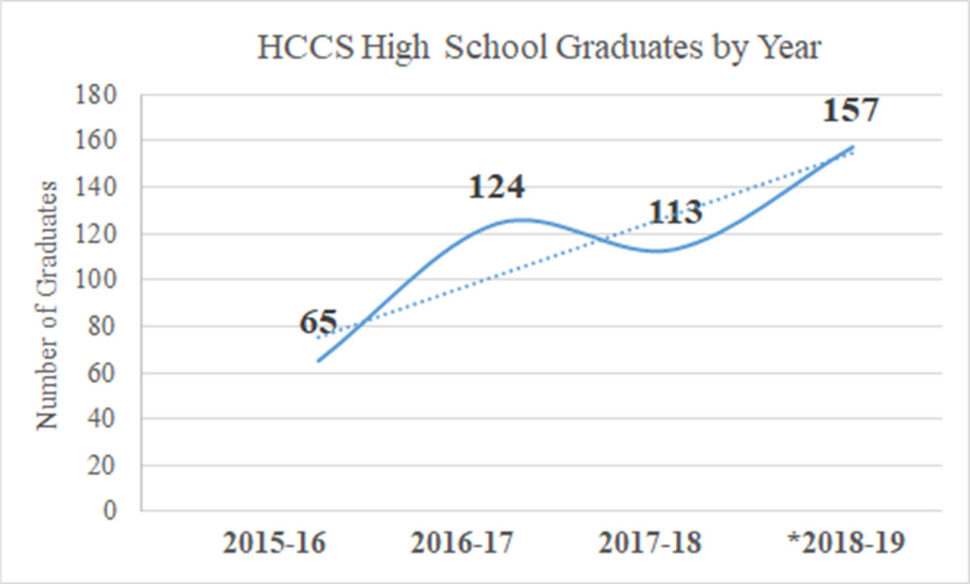

~~*This is projected for the 2018-19 school year based~~

~~The number of students who graduated from HCCS doubled each year for the first two years and has held steady at about 120 students for the past two school years. In the 2015-16 school year, we had 65 students graduate. There were 124 students who graduated in the 2016-17 school year, and 113 students who graduated in the 2017-18 school year. For the 2018-19 school year, we project that of the 350 students we have enrolled in high school, 157 will graduate.~~

~~***Re-designation***~~
~~At HCCS we want to ensure that we are providing our ELD students with all of the tools they need to achieve their goals. One way we do this is by transitioning our ELD students from our English Language Development program into our high school program and re-designating them as high school students.~~

~~To be re-designated from ELD to high school, each student should satisfy at least three of the following criteria: a minimum CASAS reading score of 225, CASAS minimum listening score of 225, a minimum CASAS math score of 220, a minimum ELD level 6 equivalent rubric score on the HCCS writing assessment, a minimum ELD level 6 equivalent rubric score on the HCCS speaking assessment, a minimum score of "approaching" on the student ELD portfolio rubric. A teacher recommendation may take the place of an ELD portfolio if a student has not produced a portfolio of work. All new students, who have been in attendance less than one month, or incoming students should use the HCCS writing assessment requirement as one of their three criteria.~~

~~Below is a graph that shows the number of our ELD students who have entered our high school program by year:~~

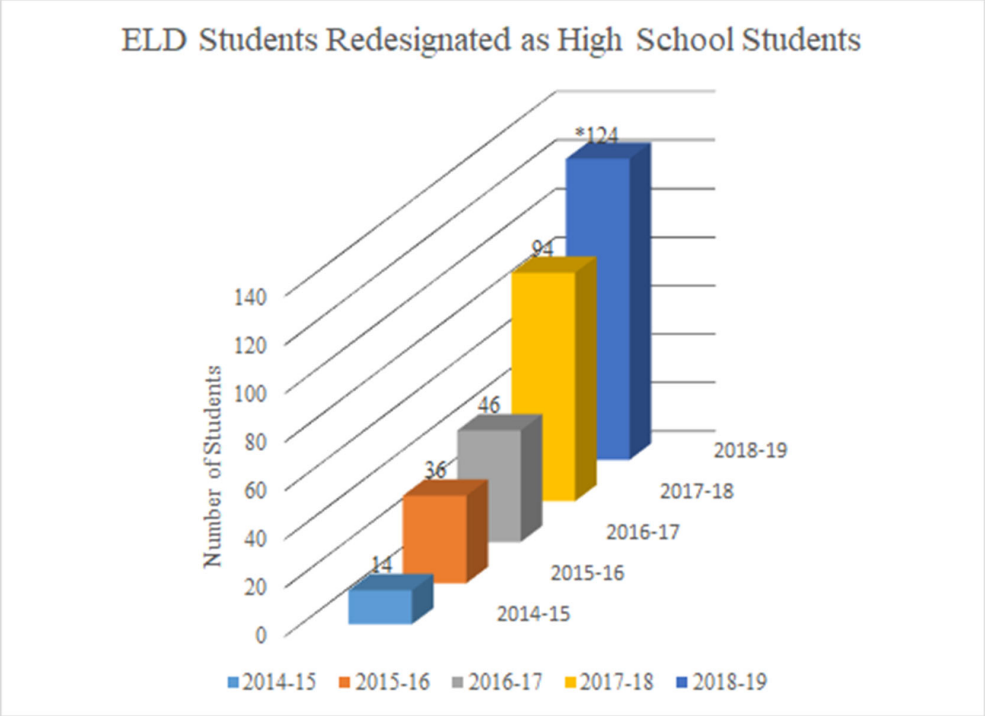

~~***For the 2018-19 school year this number is projected based on the trend and enrollment**~~

~~Since the 2014-15 school year, we have had a steady increase in the number of ELD students who have been reclassified from our ELD program to our high school program. We saw the biggest increase during the 2017-18 school year. So far for the 2018-19 school year, 31 ELD students have been reclassified as high school students. Based on that figure, we are projecting that 124 ELD students will reclassify by the end of the 2018-19 school year.~~

~~***ELD Graduation Data***~~
~~Similarly, we have seen a steady increase in the number of ELD students who have graduated from our high school program. From the 2015-16 school year to the 2017-2018 school year, the number of high school graduates more than doubled. Based on the 9 graduates in the first quarter for the current school year, we project 36 students who began instruction at HCCS in our ELD program will graduate from High School this year.~~

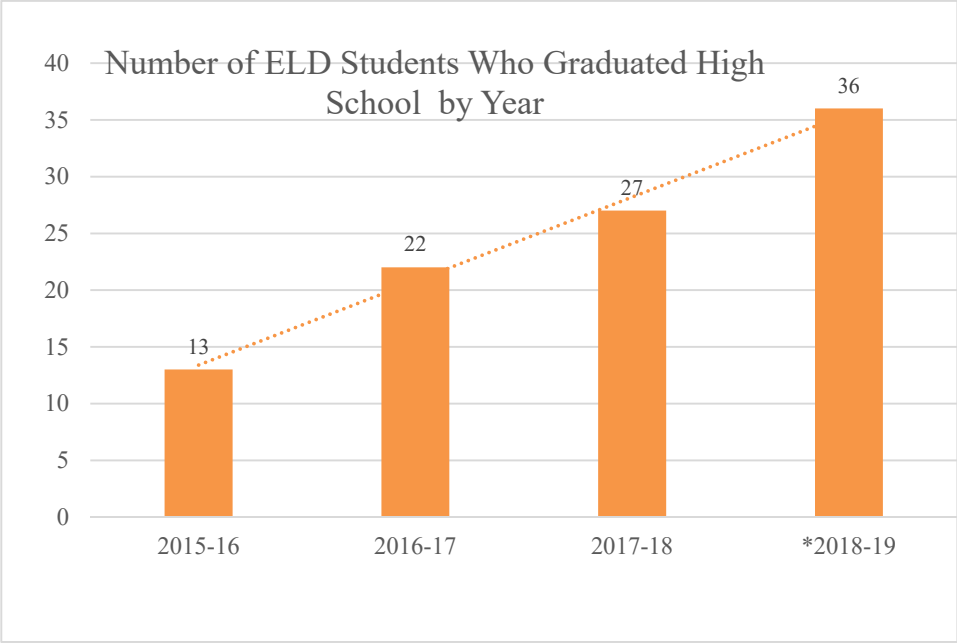

~~*For the 2018-19 school year this number is projected based on the trend and enrollment~~

~~CTE Programs~~

~~HCCS recognizes the importance of a robust Career Technical Education program, especially for students who have been traditionally unserved. Programs have been created with our students in mind. We hope that our programs will lead to livable wage careers. Historically, we have sought to expand our programs based on student needs and interests. For example, when students were interested in entering the medical field, HCCS attempted to create a program that would allow students to gain knowledge and experience in that field. In addition to student needs and interests, HCCS has also looked at local workforce and regional plans to grow its current and future programs.~~

~~Community Partnerships~~

~~We know that our students have many needs and that we do not possess the resources to address all of them. For that reason, we have developed many community partnerships with other schools and organizations. Since we opened our doors in the 2014-15 school year, we have created 16 partnerships. Through these partnerships we have a wider reach in our community, and our students have increased access to the tools they need to achieve their goals.~~

~~External CTE Programs~~

We are pleased to have six internal CTE programs and two external CTE programs as part of our high school program at HCCS. We know that our students need more than English Language Development and a high school diploma; they need the tools and skills to get a living wage job. One way that we are able to offer state of the art training and programs is through our partnership with Asher College and Cosmo Beauty Academy. At HCCS we are pleased that a total of 1729 students have participated in our career programs, both internal and external.

Asher College

At HCCS we are proud to partner with Asher College, a vocational and trade school in Sacramento that opened in 1989 to provide hands-on training in medical, business, and information technology. Through this program, we are able to offer our students three information technology programs at no cost. These programs include A+ Information Technology, Medical Office Administration, and Office Administration, which includes Microsoft Office Certifications. Since we began our partnership with Asher College, 191 students have taken Microsoft Office and 208 have taken Computer A+ Tech.

Cosmo Beauty Academy

We are also proud to partner with Cosmo Beauty Academy (Cosmo), a vocational beauty school that offers cosmetology, esthetics, and manicuring programs. It first opened in 2007 in Sacramento and is accredited by the Board of Barbering and Cosmetology, the Bureau of Private Postsecondary Education, and the National Accrediting Commission of Career Arts & Sciences. Since we began partnering with Cosmo in the 2015-16 school year, 46 of our students have participated in their program.the

Academic ***Support and Student Support Services***

At HCCS we have the unique opportunity to work with adult learners who have faced many challenges and who require both academic and personal support in order to successfully meet their academic and career goals. Over the last five years, our students have demonstrated and communicated the things they need and ways they need to be supported. In response to our students' needs, we have developed several academic services and student support services. Academically, we support our students through our Career Success Center, ELD Navigators, library and reading services, and CTE programs and partnerships, as well as many other academic support services. Our student support services include homeless services, a free clothing closet, and a Civics 101: Rights and Responsibilities class presented by the District Attorney's Office. Our students have faced many academic and personal challenges throughout their educational journeys, and it is truly our pleasure to support them through our educational programs while they achieve their goals. We recognize that our students have many needs. While many of their needs are academic, some are personal. Our student-centered teachers, staff, and counselors interact with our students regularly to understand the areas where they need the most help. We want to improve our students' lives through our services. We have found that many of our students are unable to succeed in their classes when their basic physiological needs are not being satisfied. At HCCS we have created extensive academic and student support services to meet the needs of our student population.

Employment/Wage Gain Data

~~At HCCS we have contacted over 300 high school/CTE graduates and asked them about their lives and careers after graduation. Below is a pie chart that represents the percentage of high school/CTE graduates who are employed and/or in college and those who are not:~~

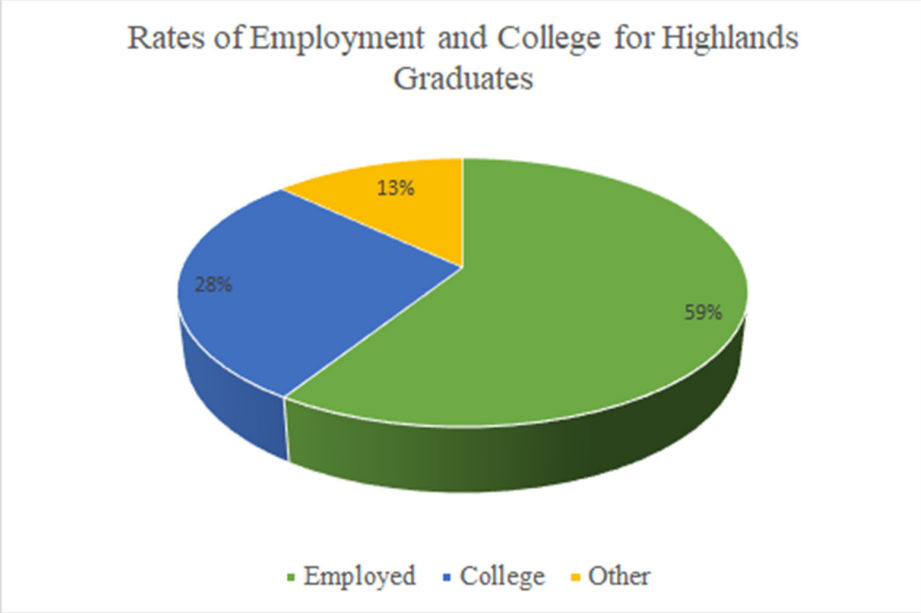

~~Of the students contacted, 28% are attending community colleges, state colleges, or private colleges while 59% are employed. The remaining 13% were unemployed or not pursuing further education. This means that of the students surveyed, 87% of our graduates are either working or are in college. At HCCS we pride ourselves on turning tax takers into tax payers and helping student create legacies where there may not have been any before.~~

In addition to employment rates and higher education, we have also collected information on wages. Part of our mission is to build new legacies leading to self-sufficiency and generational change. One of the ways we do this is through wage gains. Below is a graph that compares our students' average wage when they enrolled at HCCS compared to the average wage of our high school graduates.

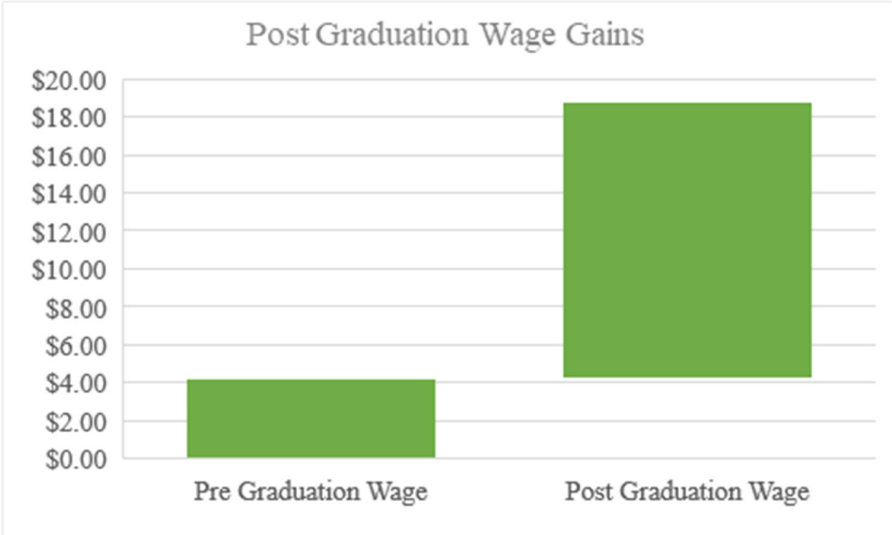

At HCCS our average graduate wage gain is $10.37 per hour post-graduation. When our students enrolled we documented their wages and then compared them to the wage they were earning after graduating from HCCS. This makes a direct impact on students' abilities to establish self-sufficiency. Our students' prior average wage was very low because many students had never worked or were relying on public assistance. Providing CTE training through the high school program enables students to earn livable wages upon high school completion. Some of our CTE programs, like Truck Driving, have a higher average wage upon completion due to the labor market for that specific occupation. The average wage for a truck driver upon completion of the program is $21.50.

Academic Support Services

Career Success

Our Career Success Center ("CSC") was created in the 2015-16 school year to review our students' resumes. Today we provide many services to our students in order to assist them with finding employment. We currently have four employees who work in our Career Success Center, including two Transition Specialists, a Student Engagement Liaison, and a Career Center Supervisor. The Career Success Center is located at our main campus on Grand Avenue and it's open from 8am to 3pm, Monday through Friday. In addition to our Career Success Center, our

~~support staff organizes workshops and field trips. At our Career Success Center, we accept both walk-ins and appointments and we connect our students to the following services:~~

- ~~Job fairs~~
- ~~Job search~~
- ~~Assistance with CalJOBS~~
- ~~Application help~~
- ~~Contacting employers~~
- ~~Resume and CV writing~~
- ~~Cover letter writing~~
- ~~Interview practice and preparation~~
- ~~Job postings~~
- ~~On-site interviews and hiring~~
- ~~Expungements~~
- ~~Free Application for Federal Student Aid (FAFSA) support~~
- ~~College campus tours~~
- ~~One-on-one academic support~~

~~At HCCS our students have many goals, but all of them want to improve their lives. We support our students through academic and employment support. For our ex-offenders, we work alongside them to get their records expunged when possible. These services are available to our current ELD and high school students as well as our alumni because, At HCCS "it's never too late." At the beginning of the 2018-19 school year, we began tracking services provided at the Career Success Center, and so far this year, we have seen 191 students in the Center as well in workshops. Here is a breakdown of students using our services:~~



~~In July 2018, we began tracking our students' logins to our Career Success Center and workshops. So far this year, the majority of our students visiting the Career Success Center have needed help with their resumes or CVs, at 54%. Resource assistance was the next most common service with 18% of students needing help with resources. Resource assistance refers to resource outsourcing. When students need access to a service that we do not provide, we offer a referral to a partner or an organization equipped to assist our students. Around 14% of our students required general knowledge or support; students often have questions about the types of services offered at our Career Success Center. Next, 10% of our students needed help with housing services while only 4% needed support with expungements.~~

~~Expungements~~

~~Our expungement process begins at the Career Success Center. Our Career Success Center has employees who are experienced in the expungement process. We have forms and contact information to begin the process. Our staff collaborates with our students to ensure that all of the steps are followed. We will even attend court with our students. We have had many students go through the process and clear their record of DUI's, narcotic offenses, property offenses, and many other criminal cases.~~

~~ELD~~ ~~Navigators~~

~~At HCCS we have amazing programs and opportunities for our students, and we want to ensure that every student understands all of the services that we provide. With the 24 campuses we currently have and students who speak over 39 languages, there have been some barriers to clear communication. In October 2018 we extended our counseling services to include ELD Navigators. Our Navigators serve a critical role by communicating with our ELD students and~~

providing academic and career support. This program was developed to ensure that all of our students at HCCS have access to all of the community resources, school activities, and support that they need. Our Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and they travel to all of our campuses to present our school's services and programs. Since we've implemented this program, our Navigators have presented in 13 classrooms at eight of our sites. Following their site presentations, our ELD Navigators work one-on-one with our ELD students (in our students' native languages) to address their individual needs.

Library Services

We started our library in September 2016 to provide books to our students. We started the library by taking book donations from various resources throughout Sacramento. When we first started our library, we only had 100 books. Our vision was to have a library conveniently located at our main campus where students of all reading levels could borrow books. Today, we have over 1500 book titles logged into our library system using Book Retriever. We have approximately 15 teachers and 130 students regularly utilizing our library resources. Additionally, we provide access to our books through our Mobile Library, a repurposed RV, which delivers both clothes and books to our off-site locations. We currently have 50 books in the Mobile Library, and more than 300 books are being stored for future off-site delivery. Through the mobile library service we hope to significantly increase the number of teachers and students using our library services.

Reading Services

At HCCS most of our students enroll into our high school program at a remedial reading level and need to improve their reading and literacy skills in order to complete their diploma. Through CASAS reading assessments and teacher recommendations, we realized that our students desperately needed academic support in this area. In the 2015-16 academic school year we implemented two supplemental reading classes for our high school students: Reading Skills I and Reading Skills II. These classes introduce the Systematic Instruction and Phoneme Awareness, Phonics, and Site Words (SIPPS). SIPPS is a foundational reading program that builds reading skills and improves reading comprehension. It is designed for students who struggle with decoding. This program is used as a tool for intervention and assists teachers in helping remedial readers at the K-12 reading level. This class is treated as an elective class and lasts for six weeks. Students could earn up to five credits over the duration of the course. After six weeks of the class, the majority of students showed gains in confidence and in reading level. Students also showed improvements on the Slosson Oral Reading Test. Some students remained in the reading skills class to finish their five credits, and others moved on to complete academic credits. Some students who needed more reading improvement continued in reading skills, moving on to part II.

Then in the 2017-18 school year, we re-evaluated our high school reading program. We realized that we had many high school students struggling in their classes as a result of their reading level, so we decided to expand our remedial reading services. The idea was that if students could improve their reading comprehension, then our other academic high school classes would become more accessible to them. We hired a Reading Specialist in order to help tackle this task. The Reading Specialist travels to our high school sites and works with both individuals and groups who need remedial reading support. Our Reading Specialist has also created a curriculum to combat low literacy. It is focused on: decoding, fluency, spelling, and reading

~~comprehension. We hope that by providing additional academic support to our remedial high school readers, they will have one more tool to succeed and achieve their goals.~~

~~Student Support Services~~

~~Positive Direction~~

~~Positive Direction is a student group that meets weekly at lunch. During this student group, lunch is provided to our students at no cost to them. The primary purpose of this group is to provide our students with strategies for managing stress. This is also a place where we provide tools to our students to help them overcome barriers. It is a confidential place where all of our students are welcome. In addition to managing stress, weekly discussions focus on improving interpersonal communication skills and nurturing healthy relationships with friends and family. Other topics of discussion include time management skills, study skills, and active listening. Finally, the group also addresses personal issues our students may have, such as coping skills for dealing with anxiety, depression, and past trauma. At HCCS we know that our students have overcome many challenging obstacles before enrolling, and we want to ensure that we are supporting the whole student.~~

~~Homeless Services~~

~~One of the obstacles that many of our students face is homelessness. While only a small percentage of our students live in shelters, in cars, or on the street, many of them are in transitional or short-term housing, staying with friends or family, or sleeping on couches. To address this need, we created a Homeless Services program as part of our student support services. Through our Homeless Services program, we serve our homeless student population though prevention, early intervention, and emergency support. We coordinate and collaborate with other agencies to connect our students with emergency, short-term housing (such as shelters) and long-term housing solutions. We work in conjunction with Sac Steps Forward to find housing placements and to meet the needs of our homeless students. We believe that by helping our students secure safe housing they can focus on meeting their educational and career goals.~~

~~Clothing Closet~~

~~One of the services we are very proud of is our Clothing Closet. We began working to open our Clothing Closet in March 2017 to provide our students with free, gently used, professional interview wear for our students with job interviews. In April 2017, we had our grand opening. When we started, we had open hours every morning, at lunch, and an hour in the afternoon. To get things started, our staff and teachers went through their closets and donated everything they could part with. One of our high school students volunteered to wash, dry, hang, and organize all of the donations. Upon her graduation, that student was hired at HCCS and continued to work in that capacity. Although the primary goal was to collect work attire, we accepted every type of clothing, even children's clothes. As the closet grew, we began receiving requests from students for additional products such as diapers and toilet paper. Although our primary goal is to provide clothes, we will take any student request. We frequently receive notifications from our students about household items, strollers, and furniture that our students need. Our students at Grand Avenue were very happy with the service, but due to the limited transportation and mobility of our off-site students, they were unable to access our Clothing Closet. Therefore, in September~~

2017, we purchased an RV to mobilize our closet and provide access to our students at our off-site locations. Since we started the Clothing Closet, we have served approximately 1800 of our students at 11 of our locations. For many of our students, their inability to purchase professional clothes was a barrier to employment and to ultimately achieving their goals. This is one way we are able to meet some of our students' immediate needs and support them while they actively take steps to improve their lives.

District Attorney's Office: Rights and Responsibilities

In March 2018, we began partnering with the Sacramento County District Attorney's Office, Sacramento County Sheriff's Office, Sacramento Police Department, County Code Enforcement, and the Sacramento City Attorney's Office to provide Civics 101, Rights and Responsibilities to our ELD students. Most of our ELD students are immigrants and refugees who are new to the United States. The class provides an overview of essential laws and practices that protect immigrants in the United States and covers the following topics:

- The First Amendment and the right to assemble peacefully
- The Fourth Amendment and the right to privacy from government intrusion
- The Fifth Amendment and due process
- The criminal justice system in the United States
- Renters' rights and legal actions
- Police and community partnerships
- How to interact with a police officer
- Laws in the United States
- Traffic laws, traffic stops, and citations
- Reporting crimes and emergencies
- When to call 9-1-1 and how to report a non-emergency
- Educational systems, compulsory attendance for K-12 students, and truancy
- Using public transportation (busses and trains)
- Neighborhood watch and community safety

Last year this class was taught in English and translated into six languages. The class will begin again in November 2018 and will be taught through April 2019. We expect 1580 of our ELD students to complete the class in the 2018-19 school year.

Citizenship

Since 2015, we have served more than 400 students in our Citizenship Preparation classes: 387 of them in the last three years and the 25 who are currently enrolled. In this class, our foreign-born students study and learn how to complete the N-400 application for naturalization and prepare for the United States naturalization interview. Since the interview has two components, Civics and English, the course covers the requirements for both. In Civics, our students learn the principles of American democracy and American government, and their rights and responsibilities as citizens. Our students practice reading, writing, and speaking in English while they role-play and prepare for the interview. Throughout the class, students also have access to legal advising through our community partner, Opening Doors. Below is a graph that shows the number of students who completed the citizenship class and became naturalized, obtaining legal US citizenship through our classes:

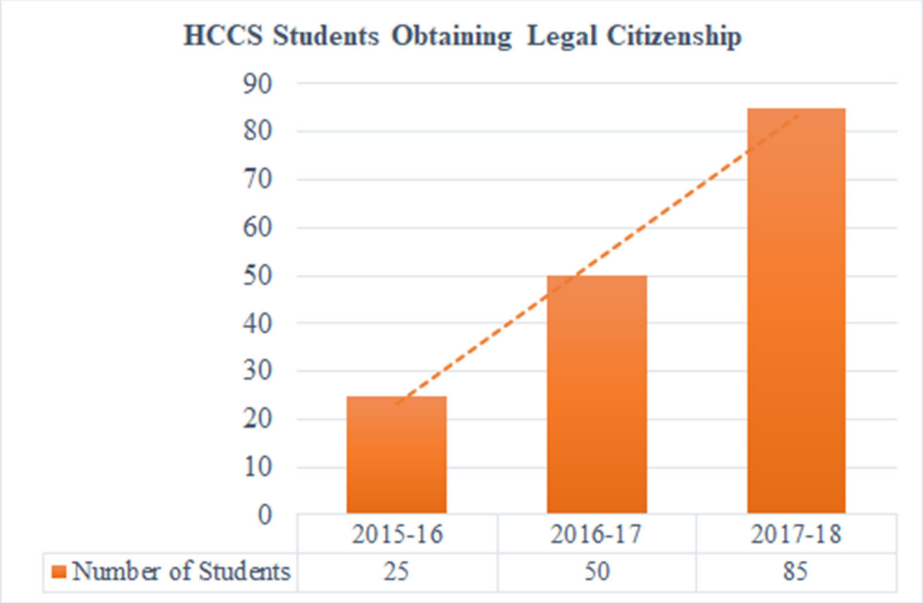

~~Since we started offering citizenship classes through our ELD program, the classes have grown each year. We have had over 400 students enrolled in our classes, but not every student completes the application or has the interview immediately following the course. Above is the data for our students who completed the process immediately following the class. In 2015-16 which was our first year offering the class, we had 25 students become legal citizens. That number doubled to 50 in the 2016-17 school year. Then in the 2017-18 school year, we had 85 students become naturalized legal citizens. For the 2018-19 school year, so far we have had six students become legal citizens. Since we started, that is a total of 166 HCCS students who have become legal citizens through the support of our classes.~~

~~At HCCS we are not only proud of the number of students who have become citizens, but we are also very proud of our students' pass rates. The national average is 91% and at HCCS our pass rate is 98%, seven points higher than the national average. With the success of this program, we have decided to expand it for the 2018–19 school year with additional teachers teaching the~~

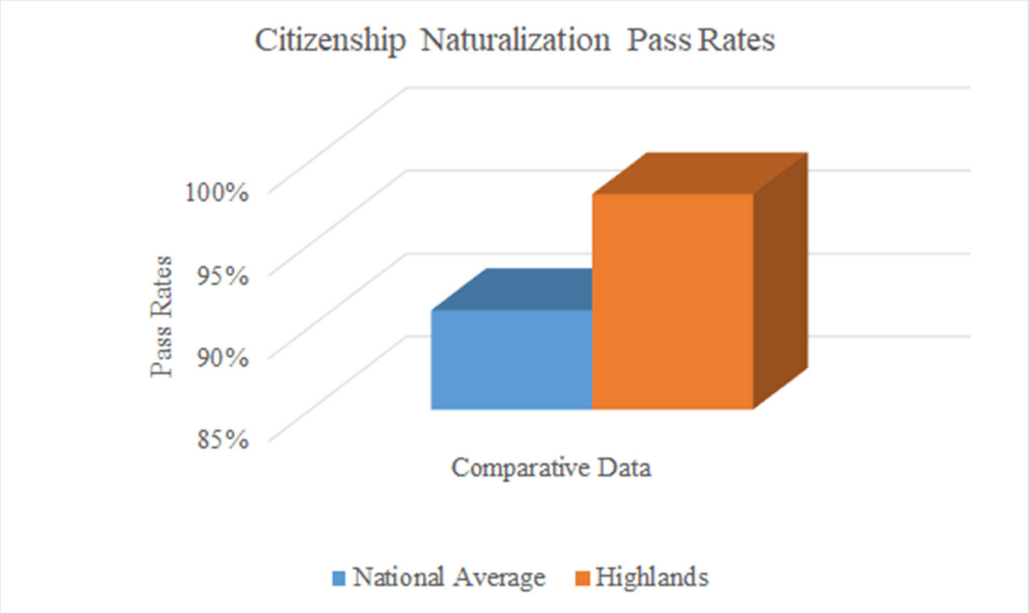

~~course and at more of our off-site locations.~~

~~Field Trips~~

~~At HCCS our teachers, students, and staff value getting authentic community~~ experiences ~~and actualizing their classroom knowledge in real-life situations. This is reflected in our Local Control Accountability Plan ("LCAP") data and budget. Every year, teachers take our students on engaging and educational trips outside of their traditional learning environments. Past field trips have included:~~ housing instability:

- ~~Sacramento's State Capitol~~
- ~~Sacramento Public Libraries~~
- ~~A tour at Raley Field~~
- ~~Sacramento River Cats baseball game~~
- ~~Sacramento City College information sessions~~
- ~~Resume workshops~~
- ~~A 4th of July fireworks display in Old Town Sacramento~~
- ~~The Crocker Art Museum~~
- ~~Sutter's Fort and the State Indian Museum~~
- ~~Career fairs~~
- ~~The Sacramento History Museum~~
- ~~Lighthouse Charter School~~
- ~~Mission North Park~~
- ~~A parenting class hosted by UC Davis' MIND Institute~~

~~Hundreds of our students have benefited from these field trips, and they have greatly contributed to our students' learning, cultural awareness, and community involvement and participation. Below you can see a previous ELD Conversation Club at the State Capitol:~~



~~Student and Staff Satisfaction Surveys~~

~~At HCCS we want to ensure that we are meeting the needs of both our students and staff. In order to understand what we are doing well and where we need to improve, we utilize student and staff satisfaction surveys.~~

~~Student Satisfaction~~

~~Every year as part of our LCAP we conduct student satisfaction surveys to measure connectedness, student learning, how students view staff, courses, and course materials. The following student satisfaction data is from the 2017-18 LCAP. Of our students, 726 responded in the student satisfaction survey, and the following graphs represent student feedback.~~

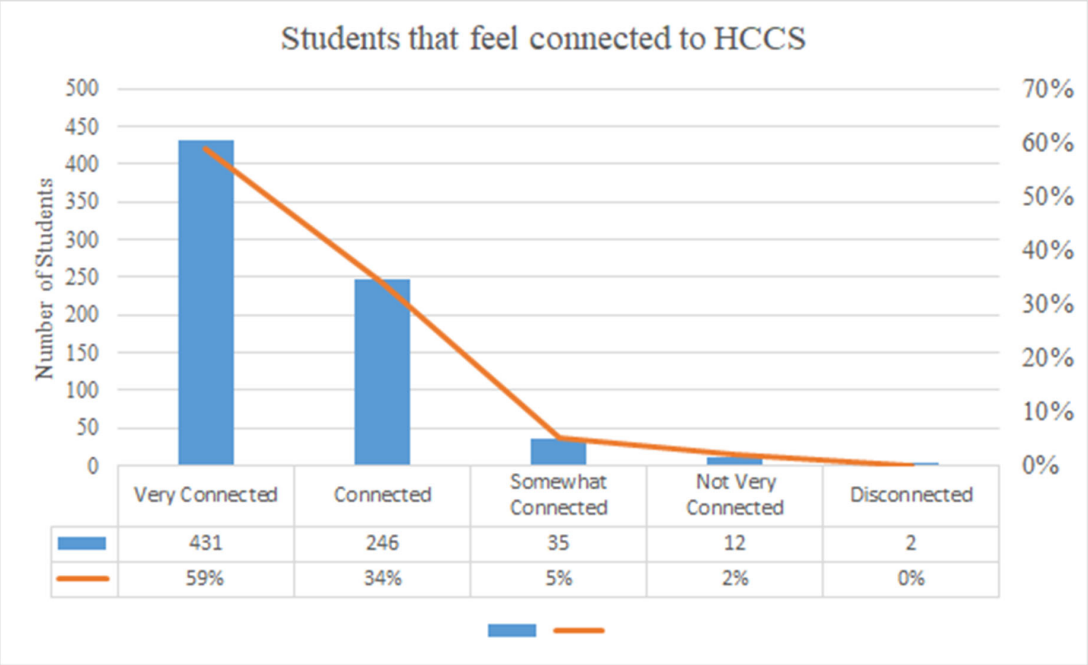
Students that feel connected to HCCS
Number of Students
500
450
400
350
300
250
200
150
100
50
0
70%
60%
50%
40%
30%
20%
10%
0%
Very Connected
Connected
Somewhat Connected
Not Very Connected
Disconnected
431
246
35
12
2
59%
34%
5%
2%
0%

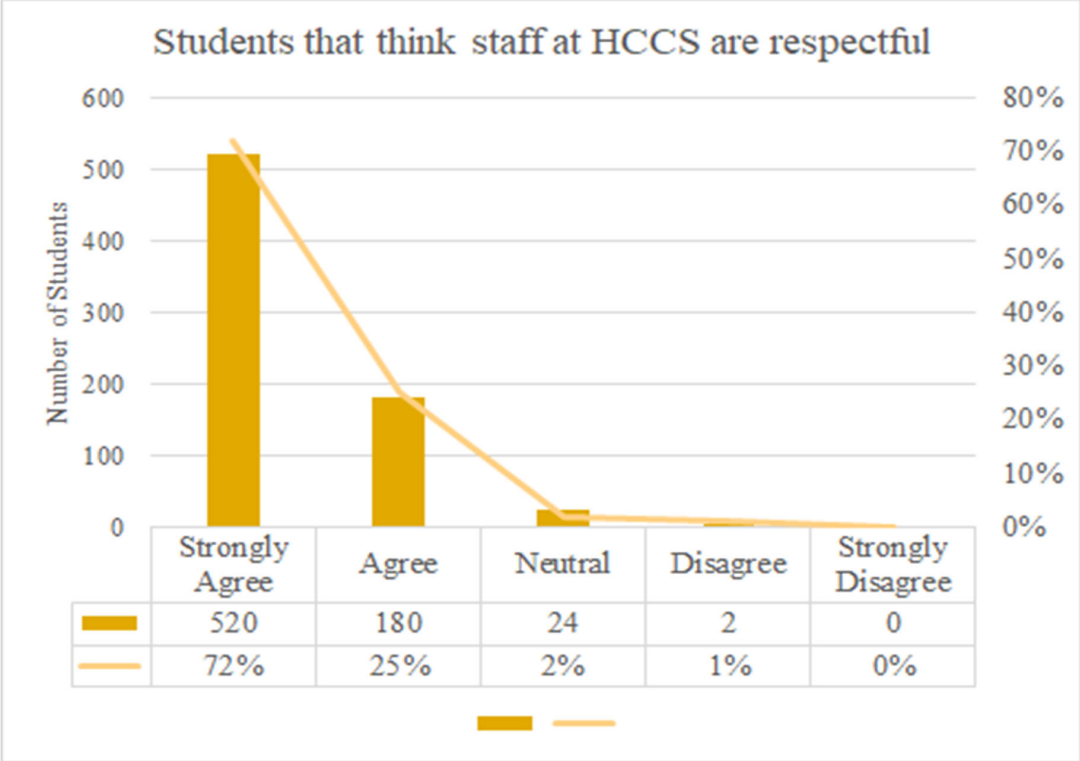
Students that think staff at HCCS are respectful
Number of Students
600
500
400
300
200
100
0
80%
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly Disagree
520
180
24
2
0
72%
25%
2%
1%
0%

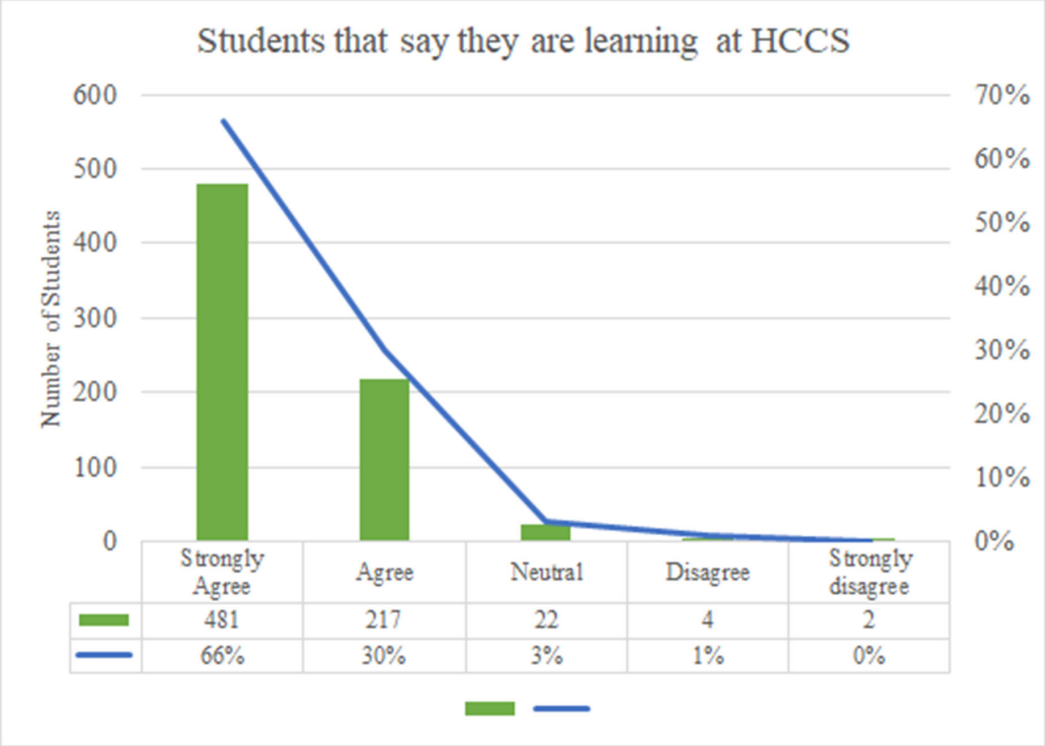
Students that say they are learning at HCCS
Number of Students
600
500
400
300
200
100
0
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly disagree
481
217
22
4
2
66%
30%
3%
1%
0%

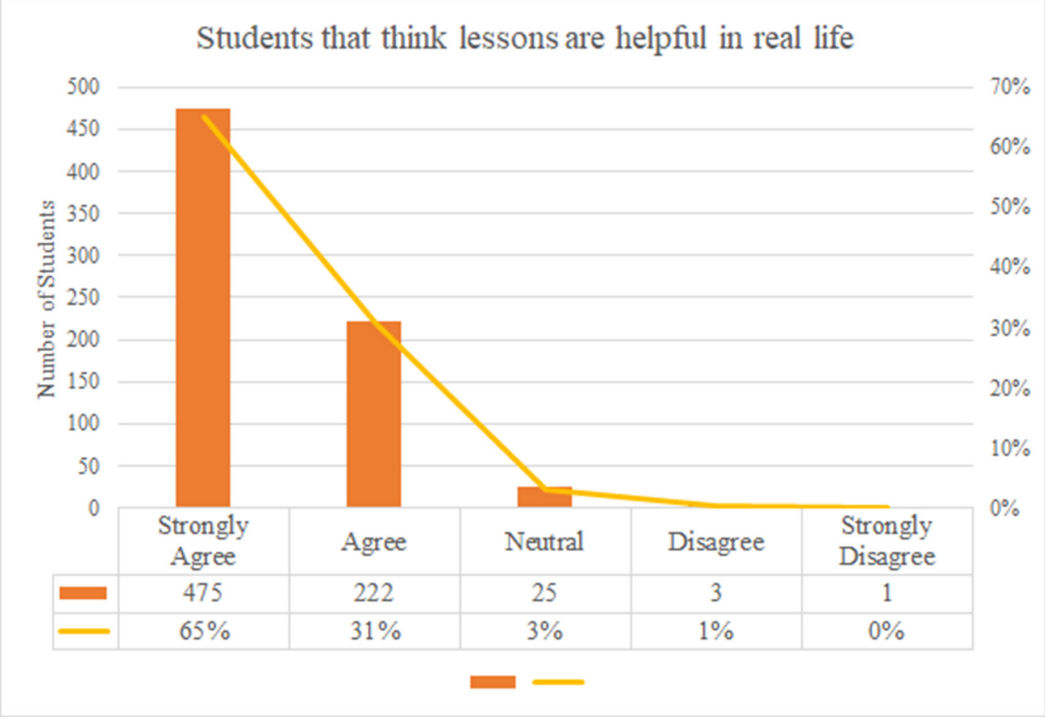
Students that think lessons are helpful in real life
Number of Students
500
450
400
350
300
250
200
150
100
50
0
70%
60%
50%
40%
30%
20%
10%
0%
Strongly Agree
Agree
Neutral
Disagree
Strongly Disagree
475
222
25
3
1
65%
31%
3%
1%
0%

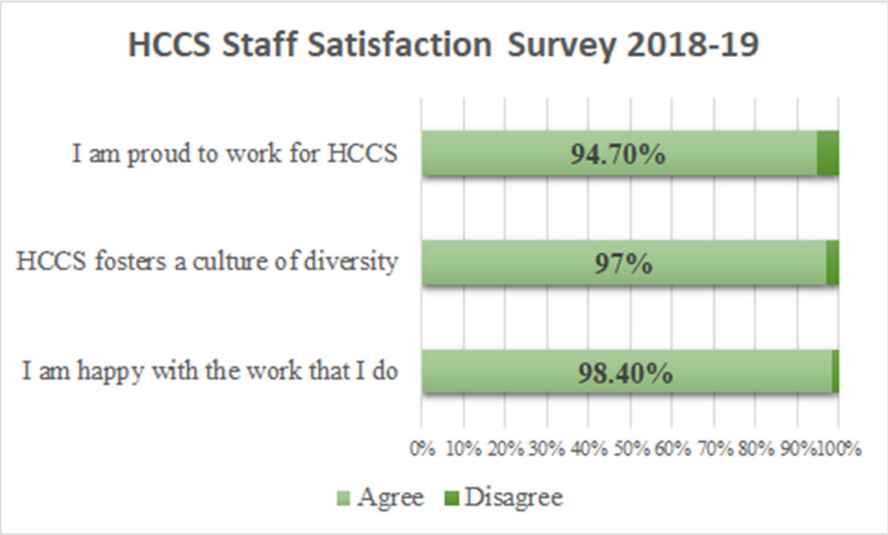

~~***Staff Satisfaction***~~

~~During the 2018-19 Staff Satisfaction Survey, 130 of our 154 staff were surveyed. The results reflected are the opinions of the 84% of our staff who participated. Of our staff who participated, 98.4% said that they either strongly agree or agree that they are happy with the work that they do while 97% of our staff agreed that we foster a culture of diversity and 94.7% said that they are proud to work for HCCS. Areas where we need to improve are related to technology. Of our staff surveyed, 66.2% said that technology issues are addressed in a timely manner, and 67% agreed that our Information Technology Department was open to employee ideas and suggestions. These surveys are essential to understanding our staffs' needs, and we look forward to improving our school and our staff experience and improving our Information Technology Department.~~

~~***Challenges***~~

~~We started HCCS in 2014 in response to the unmet educational needs of adults in our community. On our first day of classes, we started with 7 students and one site, and today we have 2,050 students enrolled and a total of 24 sites. We have grown very quickly, legitimizing how important we are in the communities that we serve. At HCCS we do our best to respond to the needs of our community. We have worked to adapt to the changing needs of our students as our student demographic has shifted from primarily serving ex-offenders in high school to serving immigrants and refugees in English Language Development/Citizenship and high school/CTE. Although we have many points of pride, primarily the success of our students, we recognize that as a school, we have areas where we need to improve.~~

~~At HCCS we have faced some obstacles in consistently implementing CASAS pre-tests and post-tests for some of our students at our satellite locations. We have experienced significant growth each year, and we have opened many new sites, which has created the need for a significant level of additional test proctors, computer technology, and internet access to maintain testing consistently. CASAS testing is a standard practice for most schools serving adults in~~

California, it is mandated by WIOA that CASAS assessments are reported for adult participants, and it is one of our standard assessments; therefore, it is imperative that we improve our CASAS assessment practices. At HCCS we have made a significant organizational commitment to improving our testing practices schoolwide. We have increased the number of administrative staff, proctors, and teachers who are CASAS trained, and over the last two school years, we have hired five additional proctors as well as a Lead Proctor. All of our clerical administrative staff are currently CASAS certified. We are currently implementing a new CASAS testing schedule to ensure that new students are tested each week at our satellite sites as part of their enrollment process and our proctor's CASAS schedule is going to ensure every site is retested every six to eight weeks.

At HCCS we are accountable to the California Department of Education to ensure that our students meet the state's standards.
In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. The traditional standards were intended for traditional schools and in many ways fail to understand the needs of alternative students. As a result, California Department of Education recognized alternative accountability measures for alternative schools. In March 2015, we adopted the Alternative Schools Accountability Model (ASAM) and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, we have been accountable to the California Department of Education and adhered to the indicators set forth by DASS.

1.3: HCCS Target Student Population

At HCCS our school's target student population is adults who are 22 years and older without a US high school diploma. We specifically serve adults who have been unserved by the traditional educational system in the United States. This includes students who have been unable to complete high school such as young parents and ex-offenders. It also includes English Language Learners such as immigrants and refugees. Our demographic data shows that we have students from 71 countries. The ten most represented countries at HCCS are Afghanistan, Mexico, United States, Ukraine, Russia, China, Vietnam, Syria, Moldova, and El Salvador. Women make up 65% of our student population At HCCS and men make up the remaining 35%.

We have two programs: high school and English Language Development. Career Technical Education (CTE) is part of our high school program and Citizenship is part of ELD program. Our ELD students are classified as elementary education students and are placed into either first or second grade. Our lower level ELD students are categorized as first graders while our higher level ELD students are considered second graders. All of our high school and CTE students are enrolled into grade 12.

Interests
Our students come to HCCS because they want a better life; they want to learn or improve their English; they want to continue their education; or they want a job. At HCCS our students have varied interests and goals. Some of them want to complete our English Language Development

~~program to participate in our community and help their children with homework, while some of our ELD students want to improve their English enough to complete our program and then go to high school and on to college. For our high school students, their interests vary as well. Some of them want to graduate high school and a CTE program. For others, they want to finish high school and then move on to college or a career path. No matter their ultimate goals, all of our students come to HCCS because they want a better life for themselves and their families, and it is our pleasure to support them.~~

~~***Backgrounds***~~
~~At HCCS our student population is diverse and so are our students' backgrounds and stories. However, there are some similarities that our students share. Over 90% of our students qualify as socioeconomically disadvantaged.~~

~~Our refugee students are primarily from Afghanistan, Syria, and Iraq. Men from Afghanistan tend to have a stronger educational and employment background than women and have higher literacy rates. Men also tend to score higher on our initial assessments in reading, writing, speaking, and listening. Many of the men from Afghanistan were engineers who worked with the US Army and were granted a Special Immigrant Visa because their lives were in danger after working with Americans. This also results in Afghan men having higher fluency in English than women, on average. The majority of women from Afghanistan were stay-at-home mothers, even those who graduated from a university. Most of the women from Afghanistan completed some primary education; although, many are illiterate in their first language, and some had never attended school before coming to HCCS. This is especially true for the women from the rural Southwestern regions of Afghanistan where~~

Year	Enrolled Homeless Students
2022-2023	450
2023-2024	1,584
2024-2025	1,365

Due to~~Pashto~~ ~~is spoken.~~

~~Our high school and CTE students come primarily from two groups. Most of them are from the United States with the majority of that group being native to California. These students have a variety of backgrounds from race and ethnicity to academic and behavioral backgrounds. The other main group of high school students are students who come directly from our ELD program. Our students who have attended high schools in the United States had to leave school for many different reasons. Some had to leave to work and contribute to their families at home. Others were suspended or expelled and asked not to return. There were others that left because they found school too difficult or boring. Our ELD students who come to the high school and CTE programs often have different reasons for completing a high school or CTE program. Many of~~

them already have at least a high school diploma from their home country, but they need a United States high school diploma to develop their lives and careers or further their education. There are some ELD students who have very little education from their home countries as well. These students take ELD classes and blossom into students who believe they are capable, and they move on to high school/CTE.

Student Challenges

Our student population is unique and our students face many challenges. The majority of our students are socioeconomically disadvantaged and lack access to reliable transportation, computer technology, and childcare. Below is a graph that shows our students who are eligible

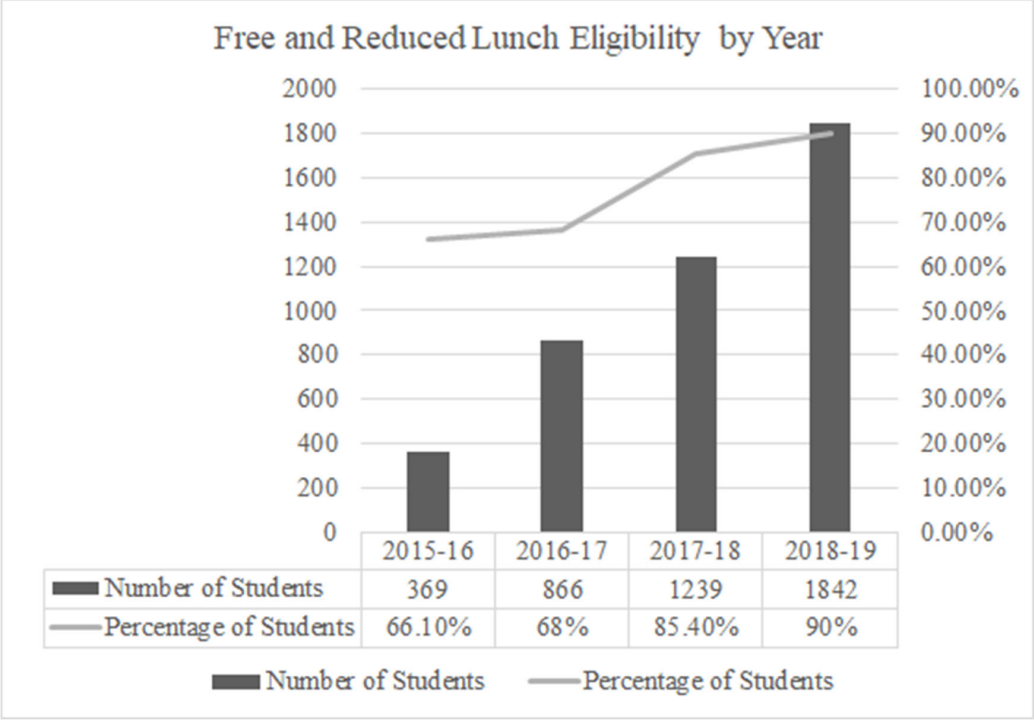

for free or reduced lunch:

Our free and reduced lunch eligibility has been tracked in CALPADS over the last four school years and shows that since we first started tracking in the 2015-16 school year, our socioeconomically disadvantaged population has grown both numerically and by percentage of our population. In 2015-16 it is documented that we had 369 students who qualified for free and reduced lunch. Then in the 2016-17 school year, the number increased to 866. In the 2017-18 school year, that number increased by 473 to 1329. In 2015-16, 66% of our students qualified for free and reduced lunch, and we currently have 1842 of 2050 or 90% of our student population qualifying. This data indicates that each year we are serving more students who require access to services.

~~Many of our students have struggled with addiction, homelessness, and the social-emotional impacts of those and many other challenges. Some of our students are ex-offenders. Our students who have been incarcerated face a great deal of adversity re-entering school and trying to find employment and often lack the educational skills they need to succeed in an academic setting. These students are often deficient in academic skills and require remedial courses. Below is a graph that shows the number of homeless students at HCCS:~~

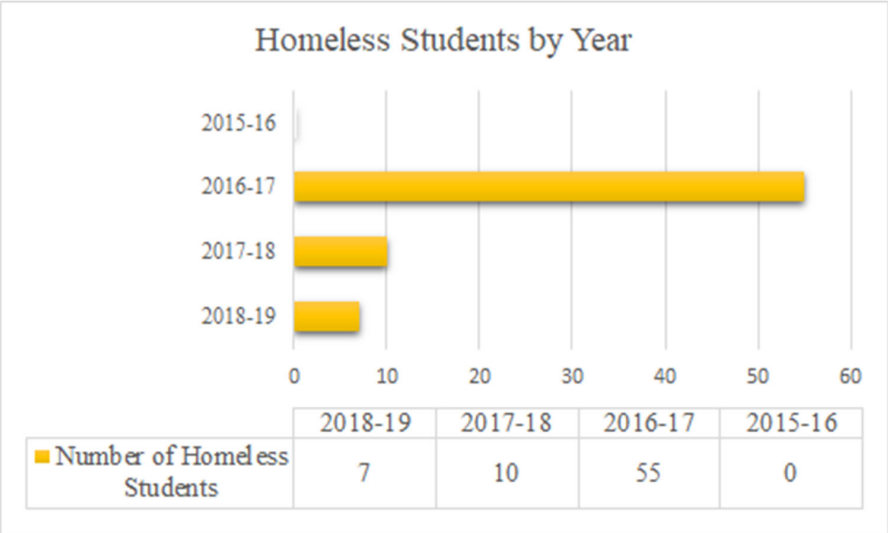

~~Because of~~ the social stigma associated with homelessness, ~~it is often underreported by students. There is also the critical issue of defining it. For our reporting purposes, we consider a student to be homeless if they are living on the streets, in shelters or cars, or in a temporary living situation without a fixed address. Many of our students who are~~ these numbers likely represent underreporting, as many students temporarily staying with friends or family ~~until they can "get on their feet" do~~may not ~~report that they are~~identify as homeless.

~~Many~~ Student Challenges and Needs

Varied Educational Backgrounds

The educational backgrounds of ~~our~~HCCS students ~~also~~vary dramatically. Some refugee and immigrant students arrive with advanced degrees from their countries of origin and extensive English language experience, while others may have never had formal education and lack literacy in their first language. US-born students typically have experienced interruptions in their education due to various life circumstances.

Multiple Responsibilities

Many students are adults managing multiple responsibilities, including employment, family care, and basic needs. They often lack access to reliable transportation, computer technology, and childcare. Limited free time presents ongoing challenges for academic engagement and completion.

Trauma and Life Experiences
Students frequently arrive having experienced various forms of trauma including displacement, poverty, addiction, homelessness, and incarceration. Ex-offenders face particular challenges re-entering educational settings and often require additional academic and social-emotional support.

Access to ~~many basic items such as~~Basic Needs
Many students lack access to fundamental necessities including food, appropriate clothing, ~~diapers, books, and~~ school supplies~~. Our students are also very busy and have a limited amount of free time. Our students are often adults with families, and many of them are employed while juggling several responsibilities.~~

~~Our~~, and stable housing. The refugee population ~~also~~ faces ~~many challenges. Many of these students come to the United States with very low English fluency, some of whom lack literacy in their first language. Below is a graph that shows our students' average level of education by country:~~

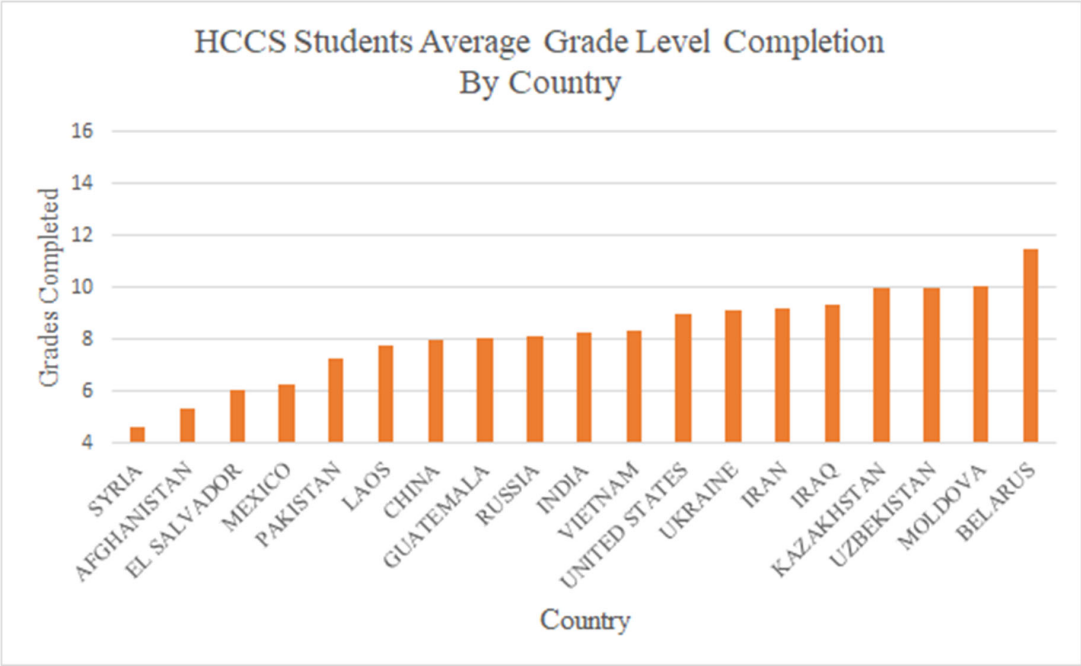

All of our students come to us with a different level of education, but this is the average level of education of our students by country. It includes students in both our ELD and our high school programs. Our refugee students from Syria and Afghanistan tend to have the lowest level of education on average while our students from Kazakhstan, Uzbekistan, Moldova, and Belarus have the highest average level of education. It is also important to consider that these are averages. Many of our immigrant and refugee students have no formal education, yet some are college graduates. Below is a graph that shows our students' level of education by country and

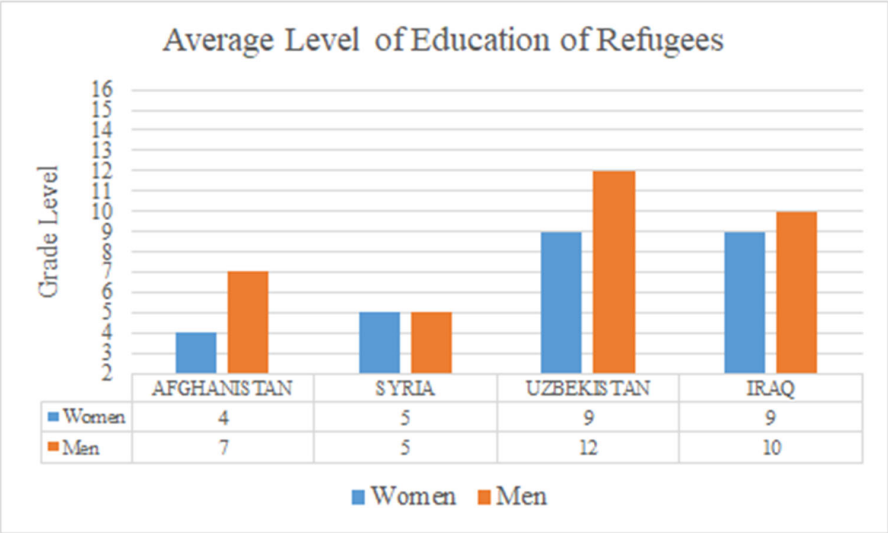

gender for our refugee populations:

At HCCS the majority of our students are English learners. In fact, of the 2,052 enrolled, 1767 qualify as English Learners. Of those students, we have more students from Afghanistan than any other country, and the majority are women. As depicted in the graph, women from Afghanistan come to us with very little formal education. This change in our demographic has led us to increase the number of ELD literacy courses and beginning ELD courses to meet the needs of our students. Both men and women from Syria have very little formal education with an average grade level completed being five years. For our students from Afghanistan and Syria, it is imperative that we provide them with literacy tools because many of these students lack literacy in their native language. Our students from Uzbekistan and Iraq tend to have higher levels of education on average. In Uzbekistan women have an average of 9 years, while men have an average of 12 years. In Iraq women also have an average of 9 years and men have an average of 10.

These students not only struggle with language fluency, but alsoadditional challenges adapting to the new customs, culture, and meeting their basic needs. The majority of our refugee students depend on the technology while building English proficiency and seeking employment. Department of Human Assistance for financial support while they transition from being unemployed to being employed. Many of them also have very large families and struggle to find childcare.

In response to our students' needs and the challenges they face, we provide the following services:

Free bus passes to our students for each day of attendance

- Access to computers and computer labs
- Free play care for potty-trained, non-school-aged children at Grand Avenue, Maple/St. Rose, Holy Cross and coming soon to Capitol Christian (children must be potty-trained and be up-to-date on immunizations)
- A clothing closet at Grand Avenue and a mobile clothing closet that provides free, gently used clothing to our students
- A small food pantry where students can get free shelf-stable food
- A Homeless Services Program who connecting students to community resources

A library at Grand Avenue where students can get books

- Counselors who assist students with both academic and personal advising
- Free basic school supplies for all of our students
- A Career Success Center where students can get help with resumes and applications
- Literacy support and remedial reading classes
- ELD Navigators who help our ELD students transition into high school and CTE
- Citizenship classes
- Supplemental services to our students through our community partnerships and external CTE programs such as Asher College and Cosmos Beauty Academy
- Student support groups

Exclusive Partnerships

One way that we meet the needs of our students is through community partnerships. We have exclusive partnerships with Greater Sacramento Urban League (GSUL), Opening Doors, Asian Resources, Inc. (ARI), and Bach Viet. Our partners work to improve educational and employment opportunities in underserved urban communities to enhance the workforce and the local economy. At HCCS we provide instruction to students exclusively in partnership at no cost to our partners or our students. Our partners notify students about opportunities to participate in our program and provide students with details of the terms required for participation. Through these partnerships, we are able to reach more students and have a larger community impact.

Workforce Innovation and Opportunity Act

In 2014, the US Department of Labor signed the Workforce Innovation and Opportunity Act (WIOA) into law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs. At HCCS we applied for a WIOA grant and received one for the 2017–18 school year and for the 2018–19 school year. We have used this $360,000 grant to fund positions such as the Reading Specialist and test proctors to assist our students in literacy and testing. It provides us additional funding for technology. Last year, we purchased 330 laptops, laptop carts, and computers. This year, we plan to purchase 650 computers. Through our exclusive partnerships and funding, we are able to support our students where they truly need it most: through reading support, assessment, and access to technology.

HCCS complies with Ed. Code 47605.1(g) which requires our charter school provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 2810 et seq.), now known as WIOA. All students may only be admitted under the terms of an exclusive partnership agreement. These partnership agreements have a requirement that students must not qualify for WIOA youth services, which inherently limits students to 22 years of age or older that we may collect apportionment funding.

Under Education Code 47605.1(g), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

1.4: Five-Year Enrollment Rollout Plan

	Enrollment Rollout Plan					
		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
ELD	1	1481	1721	1981	2282	2643
	2	112	130	150	172	199
High School	12	258	299	344	396	458
	Total	1850	2150	2475	2850	3300

Goals and Philosophy Motivations

1.5: Alignment of Educational Program with Vision/Mission with Student Population

Motto: It's never too late!

Vision: Our vision is to eradicate educational inequality.

Mission: We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.

Schoolwide Learner Outcomes:

1. Students will demonstrate measurable achievements each term through assessment.
2. Students will make progress toward their career goals.
3. Students will use technology to communicate for personal and academic use.

Our motto is "It's never too late" because at HCCS it isn't too late for our students to achieve their goals. It isn't too late for them to learn English, get a high school diploma, complete one of our career technical education programs, or to start a career. Our students are adults who do not

~~have a US high school diploma and are 22 years old and older. Our students come to us from all over the world and for many of them HCCS is the first school they have ever attended. We support and encourage them that no matter what their educational background is or where they are from, it isn't too late for them to build a better life and future for themselves and their families through our English Language Development and high school/CTE programs.~~

~~At HCCS our vision is to eradicate educational inequality. We believe that education is a human right, and we recognize that there is inequality in systems of education not only in our community but also in our country and around the world. There are many factors that contribute to educational inequality. Among them are country of origin, social class, family history and values, and gender. Our students are primarily from economically disadvantaged countries, communities, and families. Our vision is to end inequality for the people who need it the most: those without access to English, good teachers, classes, programs, schools, and technology. We understand the need for equity in education, and we are passionate about our vision and creating equal access.~~

~~Our mission states that we are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change. At HCCS we are truly a diverse community of staff, teachers, and administrators who are advocates for social change. Our student population is comprised of educationally unserved adult students 22 years old and older without a US high school diploma. Our students are non-native English speakers, immigrants, refugees, the socially and economically disadvantaged, students who have been unserved by the traditional educational system, marginalized groups, ex-offenders, and community members who have been displaced by traditional schools. Although we recognize that our students have many unmet needs, we concentrate our efforts on four critical areas: education, technology, communication, and career readiness. At HCCS we have developed excellent relationships with our community members and other community organizations. Currently, we have 18 community partners who work diligently alongside us to support our students. We believe that by providing access to education and employment, our students are empowered with the resources to become self-sufficient problem-solvers who can break generational cycles of poverty.~~

~~At HCCS we have three Schoolwide Learner Outcomes. Our first is that students will demonstrate measurable achievements each term through assessment. Our second is that students will make progress toward their career goals. Our third and final outcome is that students will use technology to communicate for personal and academic use. Many of our students enroll in our programs deficient in English, academic content, verbal and written communication, and technological skills. We are driven to ensure our students make progress in their academic subject areas, employment and career goals, and in their levels of technological ability.~~
Students enroll at HCCS with diverse but interconnected goals: improving English language skills, completing their high school education, accessing better employment skills and opportunities, supporting their families, and participating more fully in their communities. For many, earning a high school diploma represents both a long-deferred dream and a critical step toward economic stability and further education. HCCS recognizes that academic achievement

must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

~~We believe by offering educational programs for adults who are 22 years old and older and do not have a US high school diploma, we are working towards eliminating educational inequality. The programs and classes we offer are in response to the needs of our students and the needs of our community. We are passionate about equity in education and issues surrounding social justice, and we have an important role to play in rectifying an equitable educational community. At HCCS we believe in our students; we believe in our community; and we believe that "it's never too late."~~

~~1.6:~~ Characteristics of an Educated Person in the 21st Century

HCCS holds that an educated person in the 21st century is well-rounded, literate in both academics and the needs of their well-being, and balanced in knowledge of core subjects, communication, career and civic readiness, and the use of technology. ~~HCCS~~In the grades 9-12 high school context, this means students ~~are able to use their intellects to their fullest capacity~~engage in a coherent course of study that builds critical thinking and problem-solving, and helps them act with increasing independence and confidence in academic and professional settings. Our students become empathetic, collaborative members of the community ~~and are motivated to~~. Through collaboration, they set and ~~achieve~~pursue personal, academic, and ~~/or~~ career goals. ~~We develop~~A climate of mutual trust and support leads students ~~who~~to demonstrate ~~proactive~~ empathy ~~towards others through~~and to engage in respectful ~~and~~, productive communication. ~~Our teachers~~Teachers guide students to ~~view~~see themselves as global citizens who are empowered and responsible for making positive changes in ~~the world and within the~~their immediate ~~environment~~environments and beyond. Accordingly, ~~the~~an educated person in California ~~in the 21st century~~ today is literate in English and ~~possesses the ability~~able to communicate and function competitively and productively in the workforce ~~and~~, in higher ~~-~~ education ~~classroom.~~ classrooms, and in their communities.

Our students **seek understanding and peace** within ~~a~~ multi-age, multicultural ~~classroom~~classrooms and ~~appreciate and protect~~respect the rights of others to do ~~likewise~~the same. We ~~proudly participate in helping our~~support students ~~develop~~in developing personal habits ~~leading to~~for a healthy lifestyle ~~that includes~~ balancing academics, leisure, work, family, and community. Students who have had ~~few opportunities with~~ limited access to technology learn ~~how~~ to ~~utilize technology~~use digital tools as a ~~tool~~means to succeed ~~within our community~~in school, work, and civic life.

Our students are ~~SCHOLARS and are proficient~~**scholars** who build proficiency in English, ~~Math~~Mathematics, Science, and Social Studies/History. As members of the California/ Sacramento community, ~~our students~~they communicate effectively and contribute to the world around them. ~~Our students are ready to tackle the challenges and rigor of the college classroom and in many ways are better~~ They are prepared to ~~share, accept,~~meet the expectations of college classrooms and ~~challenge~~to engage thoughtfully with new ideas.

Our students are ~~HEALTHY PHYSICAL BEINGS and are knowledgeable of and practice good nutrition, safety, and a healthy lifestyle. We watch them develop habits of physical discipline and health management in ways that provide pleasure, stress release, and fitness.~~

~~Our students are COMMUNITY MEMBERS and are able to~~ **community members** who collaborate with others, ~~cooperate on~~ contribute to projects, and manage and resolve conflicts ~~through~~using the ~~communicative~~communication tools learned in our classrooms. ~~Our students~~They are motivated ~~and ready~~ to provide meaningful service ~~to others and make significant contributions with developed~~and to apply their developing talents~~.~~ in real settings. We ~~proudly~~ send our students into the workforce confident ~~that they will succeed because of~~in the ~~communication, collaboration, and competency~~skills they have developed and prepared to communicate, collaborate, and contribute.

Our students are ~~CITIZENS OF THE WORLD and~~**citizens** of the world who understand the ~~basis~~foundations of ~~our~~ constitutional democracy ~~and~~, the rights and responsibilities of all, and ~~stay~~the importance of staying informed ~~on important~~about political, social, and environmental issues. ~~We integrate our very~~By learning together in diverse ~~student population within our~~ classrooms and on our campuses ~~to help develop citizens who are informed regarding~~, students deepen their understanding of other political, social, and cultural systems and ~~who seek to understand and co-exist peacefully~~practice peaceful coexistence.

Our students are ~~MEMBERS OF AN INCREASINGLY TECHNICAL AND INFORMATION-BASED WORLD~~**members of an increasingly technical and**~~, as such,~~ **information-based world** and are competent ~~and~~, comfortable ~~using~~users of a wide ~~variety~~range of technologies. They view technology as an integral part of learning and life and ~~are~~remain open to ~~embracing~~ new ~~alternatives~~tools and approaches as they ~~become available.~~emerge.

~~1.7: How~~ Educational Philosophy and Approach

HCCS supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

Learning ~~Best~~ Occurs in the Context of Safe and Trusting Relationships

Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

Trauma-Informed Educational Practices
Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.

Relational Pedagogy
We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.

Community Building and Peer Support
We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Mental Health and Wraparound Services
We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption
Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Instruction Must Meet Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)
A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet

they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design
We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support
Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at their level and provide translated background text and videos that build background knowledge to enhance ELLs access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching
Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness
Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Effective Adult Learning Requires Agency and Relevance
Adult learners bring intrinsic motivation and clear goals that can be powerful drivers of academic success when properly leveraged. Our role is to create learning experiences that honor students' autonomy while providing the structure and support they need to achieve their educational objectives.

Self-Directed Learning and Goal Setting
We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Choice and Flexibility in Learning
Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.

Real-World Connections and Application
Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.

Career and College Integration
We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.

Student Voice and Feedback
Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.

Ownership of Learning Outcomes
We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.

These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

Foundational Research and Theories Supporting Our Approach

Adult Education Learning Theories

~~Student learning best occurs at HCCS when our students are successfully connected to the materials and curriculum. Through repetition and exploration, our students explore various concepts and ideas through materials that are designed to promote self-confidence and independence. Students are encouraged to manage and track their own progress by self-checking their work. Tapping into prior knowledge, our students' learning is enriched by the repeated use of materials and reinforcement of familiar content. Teachers blend learning modalities as students learn about Math and Consumer Economics, Life Science, Civics and Consumer Resources, Health and Independent Living, Technology and Computer Literacy, etc. Learning best occurs when our students engage in research and high-level thinking activities. Further, learning is made available as ideas are presented, shared, discussed, and evaluated. Appealing to the whole individual, we place a strong emphasis on creating aesthetically-pleasing classroom environments where students feel safe and secure. Building trust and confidence is another piece that helps connect our students to the materials and curriculum. When our students are offered a safe environment where they can be challenged and successful, they are able to reach their full potentials.~~

HCCS ~~believes that learning best occurs when:~~

- ~~students are actively engaged in meaningful tasks,~~
- ~~a connection is made between what students learn and the real world in which they live,~~
- ~~individual plans and support is an intrinsic part of the educational program,~~
- ~~students have some choice in the structure of their own projects and plans,~~
- ~~work is accomplished individually and as members of a group,~~
- ~~activities are integrated and meaningful,~~
- ~~work is developmentally appropriate, leads to success, and is progressively complex,~~
- ~~meaning is constructed from experiences,~~
- ~~students are encouraged and expected to learn,~~
- ~~coaches, mentors, family members, and advocates support the learners,~~
- ~~students are encouraged to help others learn and to learn from others, and~~
- ~~students are educated year round.~~

-applies research-based adult

~~HCCS is committed to the goal of developing self-motivated, competent, life-long learners. Our curriculum is designed to promote individual initiative, critical thinking, self-reliance, intra- and interpersonal awareness and community involvement.~~

~~We incorporate several instructional strategies and~~ learning theories ~~into our teaching practices that are best suited for adults. We recognize that adults have unique learning needs and abilities and we work to engage and challenge our students at every level. Differentiated instruction,~~

~~content-based instruction, and theme-based instruction ensure that our adult students at different ability levels are engaged. This is important at HCCS because our classes are multi-level. We also use student-centered instructional techniques to ensure that learning objectives are aligned not only to curriculum objectives but also to our students' needs. One key component in student-centered instruction is building on prior knowledge and understanding our students' backgrounds, strengths, and weaknesses. At HCCS our students have very different backgrounds with a variety of skills. It is important that we understand our students' backgrounds, skills, and abilities to help them achieve their goals. We also use project-based learning, a dynamic student-centered approach that engages students to explore real world problems through active learning in long-term, theme-based projects. We engage our students with real and complex problems because our students have real and complex problems. It is imperative that we develop problem-solving and critical thinking skills in our students to ensure that their best learning occurs.~~

~~1.8: HCCS Annual Goals and Actions~~

~~LCFF STATE PRIORITIES~~	
~~GOAL #1~~	
~~**A reputation in the community for providing quality academic, English language development, and career education to adults who lack a U.S. high school diploma**~~	~~Related State Priorities:~~ ~~1~~ ~~2~~ ~~3~~ ~~4~~ ~~5 ☒~~ ~~6~~ ~~7~~ ~~8~~
	~~Local Priorities:~~ ~~1~~ ~~2~~
~~Specific Annual Actions to Achieve Goal~~	

1. Under the guidance of our Executive Director, HCCS expanded current and new partnerships with Commations unity Based organizations: Asian Resources Inc., Council on American Islamic Relations California, Russian Baptist Church of Bryte, Sacramento Area League of Associated Muslims and the California Black Chamber of Commerce Foundation.
2. HCCS has partnered with various advertising and media outlets such as Afisha Media Group, Jay King, Russian American Media, The Crescent, KSFM, and Ukraine Relief, to reach more potential students. A Back to School open house was held in Fall 2017 to provide resources and information about HCCS and community partners.
3. New student orientation is held weekly at the main campus and some off sites. All new students receive an "It's Never Too Late" t-shirt upon enrollment to promote school unity and pride. Students also receive supplemental supplies in their classroom such as supplies for project based learning.

Expected Annual Measurable Outcomes

Outcome #1: Collaborating with community based organizations has allowed us to reach students who are in need of quality educational programs. HCCS' ADA is 1250 and has earned an alumni rating of an "A" from former students and graduates' survey.

Metric/Method for Measuring: Average alumni and student rating

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	1245 students "A" rating	"A" rating	"A" rating	"A" rating	"A" rating	"A" rating

GOAL #2

Provide a great student experience in solving barriers to education such as ability to attend

Related State Priorities:

1
2
3 ☒
4
5 ☒
6 ☒
7
8 ☒

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal
1. HCCS provides daily bus passes to our students at each of our 23 sites throughout the greater Sacramento region. 2. HCCS has designated a certificated teacher to work part time to coordinate homeless services and housing resources for our student populations. 3. HCCS has placed water dispensers at all of our school sites so students may access filtered hot and cold water throughout the day. Nutritional boxed lunches were provided at numerous sites to our students at no cost throughout the school year. 4. HCCS offers site-based learning with some additional field trips which were paid for from base funds. 5. HCCS partnered with Mental Health California to provide "Mental Health First Aid" training to staff and students. One staff member is attending the California Consortium of Addiction Programs and Professionals (CCAPP) Academy to become a substance abuse specialist and provide support to students. Four school counselors also provide day-to-day mental health support.

Expected Annual Measurable Outcomes
Outcome #1: HCCS presently provides play care, free bus passes, employment services, mental health resources, housing resources, and clothing closets. Our goal for attendance was 64%, and we are on track to approach 75%. **Metric/Method for Measuring**: Average daily attendance (increase by approximately 3% annually)

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	67%	67%	70%	73%	75%	78%

GOAL #3	
Support students and alumni to meet their educational and employment goals	Related State Priorities: 1 2 3 ☒ 4 5 ☒ 6 ☒ 7 8 ☒

	Local Priorities: 1. 2.

Specific Annual Actions to Achieve Goal

1. HCCS invested in 21 paraeducators to support all high needs students. Four full-time and three part-time paraeducators who assist in seven classrooms were added this year.
2. Two Transition Specialists provide comprehensive career coaching services to current students and alumni. Two college transfer fairs with Sacramento City College were held to assist students with their transition to college and navigating financial aid. Four school counselors also work with students on setting goals, career exploration, and other career and college counseling services.
3. Students are recognized for perfect attendance on a weekly basis to promote students persistence. A student rally was held in the spring at the Grand Avenue campus to recognize student achievement.
4. A peer mentor provides follow up services for our alumni students and provides resources and assistance with transitioning out of high school and into colleges and careers.
5. HCCS provides assistance with exams for California Department of Education Credentialing, Cosmetology, CPR certification for students, Department of Motor Vehicles and Department of Transportation Physical Examination fees for Truck Driving Career Technical Education participants.

Expected Annual Measurable Outcomes

Outcome #1: HCCS has supported student and alumni achievement by investing in additional paraeducators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our schoolwide GPA goal of 2.77 to 2.44. HCCS is on course to meet our high school graduation goal of 40%. We exceeded our goal of 60% for non-exempt alumni gaining and maintaining employment with 59%. And 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%.

Metric/Method for Measuring: Number of students with either clear goals, GPA, graduation rates, alumni employment and college enrollment rates

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	99% of students identified a goal GPA 3.56 HS graduation rate [40%] Alumni employment [59 %] College enrollment rate [19%]	95% 3.56 40% 59% 19%	95% 3.56 43% 62% 20%	95% 3.56 45% 65% 23%	95% 3.56 50% 65% 25%	95% 3.56 55% 65% 25%

GOAL #4

Students will become productive members of society.	Related State Priorities: 1 2 3 ☒ 4 5 6 ☒ 7 8
	Local Priorities: 1 2

Specific Annual Actions to Achieve Goal

1. Students traveled off site to a Winter Festival with their children. They were exposed to different cultures and volunteered with their children and other students' children. Students also received a financial literacy course on site through Sierra Central Credit Union.
2. Student Leadership meetings are held monthly, and these students are tasked with fundraising, budget advisory, and special events. ELAC and LCAP advisory meetings were held for stakeholder input and feedback.
3. New relationship with federal parole was developed, our Transition Specialists attend on a regular basis and provide services to ex-offenders. Two Transition Specialists also provide ongoing support for our ex-offender students.

Expected Annual Measurable Outcomes

Outcome #1: HCCS provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Metric/Method for Measuring: The percentage of long-term students participating in service learning, the total number of members of Student Advisory Committees, the suspension and expulsion rates (which will be reflected on its own in the 2019-2020 LCAP), and ex-offender known recidivism rate

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

All Students schoolwide: (Service Learning, Advisory, Suspension, & Expulsion) Ex-offender Students (Recidivism rate)	29% of long-term students participating in service learning @ 1x/year 21 max student members of Student Advisory Committees Suspension rate 0% Expulsion rate 0% Recidivism rate N/A	30% 21 0% 0% N/A	30% 21 0% 0% N/A	30% 21 0% 0% N/A	35% 21 0% 0% N/A	35% 21 0% 0% N/A

GOAL #5	
Support parents in their support of America's next generation	Related State Priorities: 1 2 3 ☒ 4 5 6 7 8
	Local Priorities: 1 2
Specific Annual Actions to Achieve Goal	

1. No-cost childcare for students was expanded to one site with high school and elementary education. A part-time teacher was hired to provide education and development activities to preschool-aged children.
2. A teacher was hired to provide parent education part time to our elementary English language learners as well as to our high school students.

Expected Annual Measurable Outcomes

Outcome #1: Of the 79% of HCCS's students who have children, 67% are actively parenting. Our expansion of play care programs and summer camp activities provide a rich learning environment while allowing their parents to attend school. HCCS' partners with both Twin Rivers Unified School District and Family Hui program to provide supplemental parent education programs.

Metric/Method for Measuring: The number of HCCS student/parents served and the number of TRUSD parents served

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide:	1552 HCCS's student/parents 1052 TRUSD student/parents (currently 67%)	45% Targeted	45% Targeted	45% Targeted	45% Targeted	50% Targeted

GOAL #6

HCCS will actively support the economy of the community and California by assisting low-income students in obtaining livable-wage careers.

Related State Priorities:

1
2
3
4 ☒
5
6
7
8

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal

1. A teacher on special assignment along with some CTE teachers continued to work developing new courses, aligning our current Career Technical Education pathways and exploring new programs such as a Digital Media program via the Arts Media and Entertainment pathway. Exploration of a culinary and entrepreneurship program for students and how this might become a pathway. We continue to offer child care careers, entrepreneurship, cosmetology, Information Technology, office careers, and Truck Driving where students can earn a Class A License.
2. Equipment to expand and enhance our current CTE programs including supplies for Child Development and Truck Driving.

Expected Annual Measurable Outcomes

Outcome #1: HCCS is committed to student success and providing opportunities to obtain a livable wage career. HCCS provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education Careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Cosmetology, Manicuring, Entrepreneurship, and Culinary Arts.

Metric/Method for Measuring: CTE program participation and completion rates of long-term students

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
CTE Students	7% CTE participation rate 31% CTE completion rate	12% 36%	17% 41%	22% 46%	27% 51%	32% 56%

GOAL #7

Support adult immigrants in becoming part of the United States of America by helping them learn English, citizenship, civics, and other relevant basic skills and knowledge.

Related State Priorities:

1
2
3
4 ☒
5
6
7
8

Local Priorities:

1
2

Specific Annual Actions to Achieve Goal
1. HCCS has significantly increased our certificated ESL staff and elementary program through base fund expenditures. Supplementary classes such as conversation, computer literacy, and phonics are funded through supplemental and concentrated funds. 2. Our focus as a school has shifted towards transitioning students into our High School Completion program from our ELD program. We continue to provide HiSET instruction at our Maple campus. The instructor at Cosmo Beauty Academy provides instruction in Spanish in all academic subjects to individual students as required. 3. Three Bridge classes are taught to assist English Language Learners with the transition into our High School Completion program. We have 30 students who have been promoted this year. HCCS has also assisted 76 students in obtaining their United States citizenship through our Citizenship English Language Development courses.
Expected Annual Measurable Outcomes
Outcome #1: We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment, exceeding our goal of 52%. Shifting significant resources and obtaining additional paraeducators has been highly effective. **Metric/Method for Measuring**: The percentage of long-term English learners who make "significant progress" (expected 30pt gain annually) on the CASAS Reading, Listening, and Math assessments, HCCS Writing and Speaking assessments and ELD rubrics.

Applicable Student Groups	Baseline	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
English language learners	52% of English learners made significant progress (max. 30 pt. gain) on assessments	52%	55%	55%	58%	60%

GOAL #8	
HCCS will have excellent teachers.	Related State Priorities: 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

	Local Priorities: 1. 2.

Specific Annual Actions to Achieve Goal

1. There are 38 teachers in the Designated Subjects credentialing program with the San Diego County Office of Education. Three teachers are also going through the Sacramento County Office of Education Teacher Induction Program. We currently support nine mentors for the Designated Subjects Program and two mentors for the Teacher Induction Program. A teacher on special assignment continues to coordinate and support the mentor teachers.
2. One Thursday per month, two hours are designated for professional development. A three-day professional development session is held twice per year. Staff are surveyed annually to address professional development needs that will be addressed at a professional development retreat. Lead teachers also design and implement professional development for their peers. Teachers attend various technology conferences.

Expected Annual Measurable Outcomes

Outcome #1: HCCS exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to HCCS with master's degrees and a wealth of teaching experience but need their Designated Subjects Credential.

Metric/Method for Measuring: The number of teacher misassignments, the percentage of elementary and secondary teachers without a credential

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	The # of teacher misassignments is 0 The percentage of elementary and secondary teachers without a CTC credential is 19%	0 19%	0 15%	0 10%	0 10%	0 0%

GOAL #9

A safe school environment that is conducive to student learning.	Related State Priorities: 1 2 3 4 5 6 ☒ 7 8
	Local Priorities: 1 2

Specific Annual Actions to Achieve Goal

1. A Facilities Manager was hired to address our expansion and also update our existing facilities. Our Facilities Manager has coordinated repairs, painting, updates, moves, and implemented safety standards across our maintenance department.
2. Upon the recommendation of our authorizer, School Safety was reclassified as a base funding expanse. A Security Patrol Officer was hired at one site at the request of unduplicated students.

Expected Annual Measurable Outcomes

Outcome #1: Throughout our various locations, all staff have been trained in sexual harassment; many have received training in CPR and the Catapult Safety Systems in partnership with the TRUSD. Proposition 39 has provided funds to significantly improve exterior/interior lighting.

Metric/Method for Measuring: The overall School Accountability Report Card (SARC) facilities rating

Applicable Student Groups	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
All Students schoolwide	The overall School Accountability Report Card (SARC) facilities rating of good with an average safety rating of 4.2	4.2	4.5	4.8	5	5

GOAL #10

Curriculum and instruction materials that support student success including appropriate technology	Related State Priorities: 1 ☒ 2 ☒ 3 4 5 6 7 8 Local Priorities: 1 2

Specific Annual Actions to Achieve Goal

1. A teacher on special assignment has worked with individual teachers and sites to promote instructional excellence, Common Core State Standard implementation, and content specific standards. The teacher on special assignment has developed resources to support instruction and promote student learning as well as supported teachers through coaching, modeling, and professional development. In addition, the teacher on special assignment has provided teachers support for students with 504 plans via professional development and technical assistance in the areas of curriculum, instruction, and compliance.
2. Supplemental and concentration funds were used to purchase 90 laptops, 4 charging stations, and 150 headphones for students. WIOA grant money was leveraged to purchase 195 additional laptops, 145 headsets, 100 computer mice, and 8 charging stations.
3. HCCS purchased English Language Development workbooks and Cambridge readers. *Keys to Algebra* was purchased to supplement high school algebra.
4. Science lab supplies were purchased for our science classrooms.

Expected Annual Measurable Outcomes

Outcome #1: A teacher on special assignment has worked with teachers and paraeducators to promote instructional excellence, Common Core standards implementation, and content specific support. The teacher on special assignment has developed resources to support instruction and promote student learning.

Metric/Method for Measuring: The percentage of curricula that is aligned with California State Standards and the percentage of students who have access to sufficient instructional materials. Student success is measured by "significant progress" on the CASAS Reading, Listening, and Math assessments, HCCS Writing and Speaking assessments, HS and ELD rubrics, course completion and level advancement, program completion, and graduation rates.

Applicable	**Baseline**	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

Student Groups						
All students schoolwide	100% of curricula aligned with California State Standards 100% of students have access to materials	100% 100%	100% 100%	100% 100%	100% 100%	100% 100%

1.9: How the Goals of the Program Enable Students to Become Self-Motivated, Competent and Lifelong Learners

At HCCS our goals are to enable students to become self-motivated, competent, and lifelong learners. By removing barriers to education, assisting our students in achieving their goals, and in helping our students to obtain livable-wage jobs, we inspire our students and provide the tools for them to be self-motivated. In order for our students to be competent, we support them with materials, resources, and quality instruction. We also support our students to be competent in technology by providing them with access to laptops, computers, and the basic computer skills necessary for the 21st century. For our students who are also parents, we provide free play care for their potty-trained, non-school-aged children. We want our students to be lifelong learners who are great parents, critical thinkers, and problem solvers who are productive and active members of society. To encourage our students in their lifelong learning, we integrate our immigrant population to be part of the United States and part of our community, to learn English, and to become civic-minded people engaged in local events. Additionally, we have provided valuable training such as CPR to ensure lifelong safety. Our goals ensure that we are supporting our students in areas where they need it most by providing access to the tools and resources they need in order to reach their goals.

Instructional Design

1.10: Overall Curricular and Instructional Design Informed by Key Educational Theories and Research

HCCS Curriculum Standards

We are a very unique school in that while we serve adults, we are teaching content at many levels. Within our ELD and high school programs, we teach: reading, writing, speaking, listening, math, science, technology, health, civics, and social science, often integrating several subjects into a single lesson. In order to meet the California Common Core State Standards, ELD standards, and all of the adult education standards, our curriculum was developed and adapted in alignment with seven sets of standards:

- California Common Core State Standards (CCSS)
- California English Language Development Standards (CA ELD)

- ~~California English as a Second Language Model Standards for Adult Education (CA ESL MSAD)~~
- ~~Comprehensive Adult Student Assessment Systems (CASAS) content standards and competencies~~
- ~~Workforce Innovation and Opportunity Act (WIOA)~~
- ~~Western Association of Schools and Colleges~~
- ~~National Reporting Systems (NRS) standards for English as a Second Language (ESL) Educational Functioning Level Descriptors~~

~~Our content and themes are based primarily on the California Common Core State Standards and the Comprehensive Adult Student Assessment System content standards and competencies. The remaining standards were integrated into the leveled objectives by program and subject. Our curriculum objectives are the foundation of our instruction. Our monthly themes are aligned with CASAS competencies and WIOA's English Language Civics themes and provide additional teaching and learning opportunities in high interest topics related to essential daily tasks and community engagement.~~

~~Curriculum Goals and Principles~~

~~At Highlands Community Charter School, we understand the importance of providing a curriculum of depth, breadth, and rigor, which is why we develop and adapt curriculum in alignment with the above standards.~~

~~We believe that our students are worthy of academic excellence, and we strive to ensure that they believe it as well. More than this, we know that in order to fully live our vision, mission, and motto, the curriculum we deliver to our diverse student population must additionally meet our own internal curricular goals and core curricular principles.~~

~~Our HCCS Curricula Goal~~

~~At HCCS it is our goal to develop and deliver a curriculum that is:~~

- ~~★ Concise, Balanced, and Accessible without Compromising the Integrity of the Curriculum.~~

~~Our Core Curricular Principles~~

1. ~~Industry Standards: Generally accepted, respected, and practiced teaching conventions~~
2. ~~Sound Learning Theory: Current, relevant, well-researched theories about the processes by which people learn~~
3. ~~Supported Sound Instructional Practices: Teaching approaches, methods and strategies identified as effective in moving students forward in their learning~~
4. ~~Supportive Materials and Resources: Tangible items used to support instruction and achieve expected outcomes~~
5. ~~Valid and Reliable Assessment Strategies: Ongoing tools that accurately measure student learning and produce consistent results~~

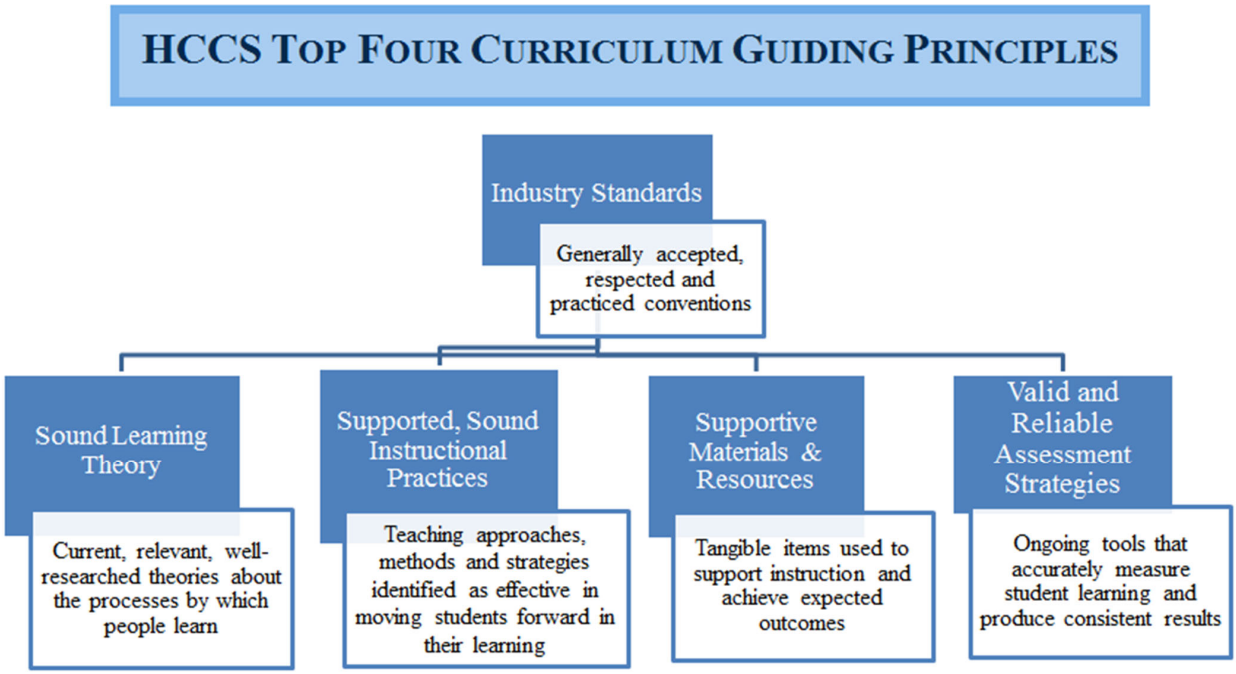

~~***The Educational Program***~~

~~Our instructional division is made up of administrators, coordinators, specialists, a counseling team, a teaching team, an assessment team, and an academic support team.~~

~~**Adult Education Learning Theories**~~

~~At HCCS we rely on research and educational learning theories in designing our~~to design educational programs ~~because we know~~ that ~~our~~recognize adult students have different needs than ~~students in~~ traditional K-12 ~~schools. In order to meet the diverse needs of our~~ students~~, we consider~~. The school incorporates adult learning ~~theories, sociocultural~~ theories, differentiated instruction, ~~content-based instruction, theme-based instruction,~~ and student-centered ~~instruction.~~

~~According~~approaches to meet diverse learner needs. Malcolm ~~Knowles (1980), there are several key factors that separate children from adults in terms of motivation, experience, readiness, and problem-solving abilities. According to Ryan Tracey in his 2009 article *Adult Learning Principles? Sminciples!,* Malcolm Knowles' theories on adult learners state that, "Adult learners are self-directed, bring experience with them to the learning environment, are ready to learn,~~ Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated ~~to learn~~ by internal factors~~."~~. Patricia Cross (1981) ~~characterizes adult learners by~~emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation~~,~~ sources, including personal ~~characteristics, life circumstances, and focuses on personality differences between adults and children. According to Cross, individual elements that impact adult learners include physiological, sociocultural, and psychological factors. Along with~~

~~personal elements, Cross emphasizes the impact of full-time versus part-time instruction and whether it's mandatory or voluntary. While Knowles asserts that adult learners are motivated by internal factors, Cross offers several sources of motivation for adult learners including social, external, social welfare, personal achievement, escape, and personal fulfillment. Cross also emphasizes that adults are usually voluntary learners. They are more likely than children to be insecure about their learning, and they usually want to solve their problems.~~ achievement, social factors, and career advancement.

~~At HCCS we respect and appreciate that our students are adults and come to us with life experiences, employment, and educational histories. Every single student has unique skills and abilities. Our teachers and counselors get to know students and their backgrounds in order to understand not only their educational areas for growth but also their goals, motives, and their problems. We know that each student is overcoming a unique set of obstacles. By understanding our students as people, we can work with them to accommodate their learning styles and ultimately assist them in achieving their goals. While some of our students come to us with a great deal of confidence, others need a great deal of encouragement and support in their personal, academic, and career aspirations.~~

Sociocultural Theories

According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-~~word~~world participation with authentic language and activities that occur in everyday life (Zuengler & Miller, 2006). Some of the primary assumptions of Sociocultural Theories are that learning occurs before development, that language is the primary tool for thought (Mitchell, Myles, & Marsden, 2013), that writing and speaking are connected (Lightbrown & Spada, 2012), that mediation is essential to learning (Walqui, 2008), and that concept-based instruction aids learning (Mitchell, Myles, & Marsden, 2013).

The Zone of Proximal Development (ZPD) and Scaffolding are two very important concepts in Sociocultural Theory. The ZPD is the stage in which the learner can advance as a result of support (scaffolding) that's provided to them by an interlocutor (Lightbrown & Spada, 2012). Scaffolding is defined as, "a process of setting up" the situation to make the student's entry easy and successful and then gradually pulling back and handing the role to the student so that the student becomes independent enough to handle it (Walqui, 2008). For example, in traditional Sociocultural Theory meaningful interactions take place between an expert (teacher) and a novice (student), where the expert provides the learner with scaffolding during the learner's ZPD.

~~At HCCS we value meaningful, real world communication, interaction, participation, and authentic language, and we utilize it in our educational programs. We do this in our classrooms and in our community field trips. In our English Language Development program, we emphasize English conversation practice that takes place in real-life scenarios and situations such as at doctor's appointments and hospitals, grocery stores, schools and colleges, libraries, job interviews, the DMV, post office, etc. In our high school English program, our teachers use weekly themes to address real world issues. The problem based lessons are based on our students' needs and current events. These lessons are introduced and students' use role playing,~~

~~presentations, internet research, and paragraph writing to demonstrate understanding. Our CTE programs strongly emphasize practical hands-on experiences and real-world learning. Truck driving, early childhood education, cosmetology, manicuring, and our computer technology programs all rely on real world practice and problem solving to engage our students.~~

~~Our teachers, students, and staff value field trips, and it is reflected in our LCAP data and budget. Many English Language Development, high school, CTE, and Citizenship teachers take our students on engaging and educational trips outside of their traditional learning environments. Past field trips include Sacramento's State Capitol, several Sacramento Public Libraries, Raley Field and a Sacramento River Cats baseball game, Sacramento City College Information sessions, resume workshops, a 4th of July fireworks display in Old Town Sacramento, Crocker Art Museum, Sutter's Fort and Indian Museum, The Sacramento History Museum, Lighthouse Charter School, Mission North Park, a parenting class hosted by UC Davis' MIND Institute, multiple career fairs, and many others. Hundreds of our students have benefited from these field trips, and they have greatly contributed to our students' learning, cultural awareness, community involvement and participation. These field trips and experiences give our students opportunities to interact within our community and learn through meaningful real life experiences.~~

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and with students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities.

According to the U.S. Department of Education's Literacy Information and Communication System (2012), ~~the design is intended to engage~~differentiated instruction engages students at a range of different levels with various learning styles and ~~to make~~makes learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning ~~exists~~exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, ~~it is imperative that~~ teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005). ~~Once they do, teachers can take a single concept or theme and facilitate learning at a variety of levels. Students can then demonstrate subject mastery in a variety of ways. Differentiated instruction takes many forms, and it requires the strategic use of groups and flexibility. Most of the teacher's work in differentiated instruction occurs before, not during class. The teacher selects a theme and then chooses learner outcomes. In differentiated instruction a teacher might allow students to select their method of assessment and delivery such as writing a paper, giving an oral presentation, making a website, writing a poem, making a storyboard, creating a PowerPoint Presentation or a Prezi, or making a short documentary.~~

~~At HCCS we have multi-level adult classes with students of varying abilities in our ELD, high school, CTE, and citizenship programs. Our students speak different languages and come from different countries. Some of our students come to us with advanced degrees from other countries where they were doctors and engineers, and others have had no prior education. In our high school program, some of our students come to us with almost enough credits to graduate, and other students come to our program without any. Every student comes to HCCS at a different level. Each student has their own learning style, interests, and abilities. We recognize the differences in our diverse student population and utilize differentiated instruction to ensure we meet the needs of all our students.~~

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction (CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

As a charter school exclusively serving students over the age of 21, the English assessment requirements of federal and state law applicable to students aged 3 through 21, as defined by Education Code section 306, do not apply to HCCS.[1] Almost all of the students at HCCS are classified in CALPADS as adult English Language Learners or ADELs. Therefore, HCCS students do not take the English Language Proficiency Assessments for California (ELPAC) or appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). HCCS goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English

[1] Education Code section 306, section (a), defines "English learner" for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. "the term 'English learner', when used with respect to an individual, means an individual who is aged 3 through 21."

Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At HCCS, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Language and Content Learning Are Interconnected.
Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.
Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

Authentic Assessment Drives Responsive Instruction.
We move beyond standardized measures to develop assessment practices that capture the full range of our students' growing capabilities. This includes portfolio-based assessments, project-based demonstrations of learning, and self-assessment tools that help students track their own progress toward their goals.

Language Assessment Upon Enrollment

As a WIOA partner, HCCS assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with HCCS level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification

As an exclusively adult-serving charter school, HCCS serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment and Class Size to Support Learning Goals

Enrollment at Highlands Community Charter School has increased each year since its opening. In the 2021–2022 school year, enrollment was 3,751; in 2022–2023, enrollment rose to 6,749; and in 2023–2024, enrollment grew again to 9,069 students, according to the DataQuest census day snapshot. By the end of the 2023–2024 school year, HCCS experienced a significant increase in enrollment and heavily impacted classes. Teachers reported that students were often unprepared with essential skills, and frequent roster changes disrupted instruction. In response, the enrollment process was revised for the 2024–2025 school year to better prepare students and support more strategic class planning. In the 2024-2025 school year new students were enrolled on a biweekly basis rather than continuously throughout the term. Orientation was also updated to include study skills, academic planning, and CASAS assessments.

Five-Year Enrollment Rollout Plan

HCCS has dramatically reduced its enrollment due to updated credential requirements for teachers. As a result, HCCS has recently laid off 631 employees (teachers who only possess an adult education credential as well as staff that would support these teachers and the students that they serve).

Although we currently have over 2,700 students on a waitlist waiting to enroll, the school needs to rebuild its capacity to serve them. For the 2025-2026 school year, HCCS currently has approximately 1,000 students enrolled and plans to increase growth at a reasonable pace over the following four fiscal years as it hires and/or trains additional K-12 credentialed teachers. The five-year enrollment rollout plan is as follows:

Year	Number of Students
2025-2026	1,000
2026-2027	1,100

2027-2028	1,210
2028-2029	1,331
2029-2030	1,464

In the 2024-2025 school year, HCCTS adopted a Class Sizes and Enrollment Board Policy (6151BP) which stated that, "While California does not mandate class size limits for grades 9-12, HCCTS recognizes the importance of maintaining class sizes that promote a productive learning environment, reduce teacher workload, and enhance student engagement. Optimal class sizes are essential to support personalized instruction, improve student outcomes, and foster academic success. The Board of Directors, in consultation with the Executive Director, will establish appropriate class size limits that align with HCCTS' instructional goals and student needs." For the school year 2025-2026, class sizes are set at 30-1.

Class Size Guidelines

- Student-to-Teacher Ratios: Class sizes will be managed to ensure student-to-teacher ratios that support personalized instruction and academic success.

- Program-Specific Adjustments: Class sizes may vary depending on the nature of the program (e.g., independent study, bridge programs, or high school completion).

Enrollment Management

- Enrollment Caps: Each classroom will have an enrollment cap aligned with physical capacity and instructional goals.
- Monitoring and Rebalancing: HCCS Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

- Cross-Reference with Physical Capacity: Class sizes and enrollment numbers will be managed in coordination with physical capacity limits as outlined in BP 7110 Physical Classroom Capacity to ensure compliance with Fire Marshal regulations and building codes.

Impact on Instruction and Student Outcomes

- Teacher Workload: Class size limits will be established to reduce teacher workload and promote effective instruction.

- Student Engagement: Class sizes will be prioritized in courses requiring intensive instruction or student participation.

Admission Process

HCCS has introduced a comprehensive admission process to better prepare and place incoming students. This process includes registration, grade level placement, an overview of student expectations and services, and covers any technology-related needs. This enhanced enrollment process ensures students are fully supported from registration to their first day, setting them up for success at HCCS.

2025-2026 ACADEMIC SCHOOL CALENDAR

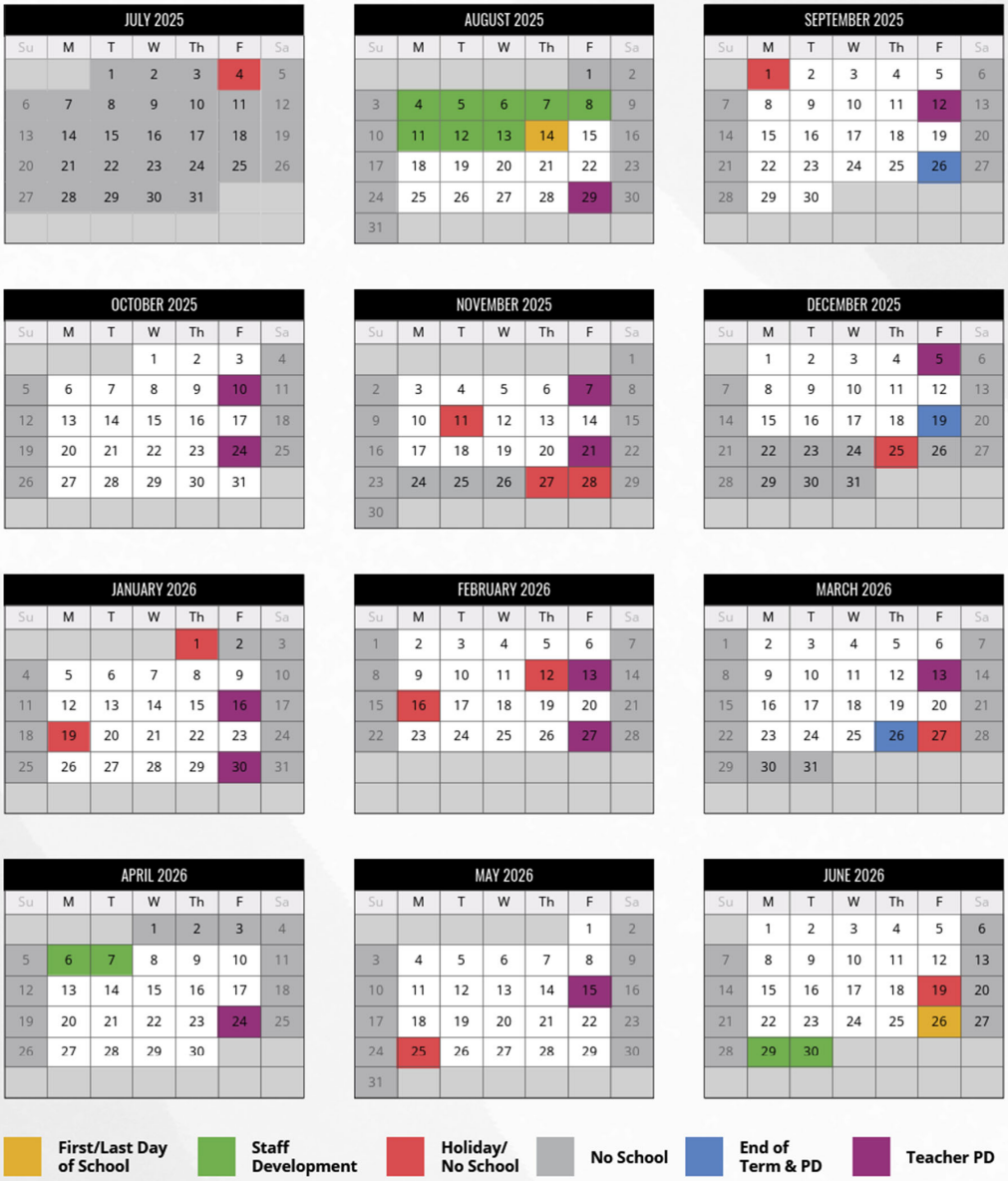

July 1 - Aug 1	Summer Break	Jan 19	Martin Luther King Jr. Day	May 25	Memorial Day
Aug 4 - Aug 13	Staff Development Days	Feb 12	Lincoln Day	Jun 19	Juneteenth
Sept 1	Labor Day	Feb 16	Presidents' Day	Jun 29 - Jun 30	Staff Development Days
Nov 12	Veterans Day Observed	Mar 27	César Chávez Day Observed		
Nov 24 - Nov 28	Thanksgiving Break	Mar 30 - Apr 3	Spring Break		
Dec 22 - Jan 2	Winter Break	Apr 6 - 7	Staff Development Days		

Goals of HCCS Program and Student Learning Outcomes

HCCS has three Schoolwide Learner Outcomes (SLO):

- Academic Growth: Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- Career Progress: Students make documented progress toward individualized education, workforce skill development, and career goals.
- Digital Communication: Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many of our learners enter HCCS with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community success. To make this real in classrooms, and to build a bridge to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to learners 22+ who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are centered around K-12 state standards shaped by the needs of our students and community, and grounded in a commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to learning so students can persist and complete. At HCCS, we believe in our students, we believe in our community partners, and we believe that it's never too late.

The Instructional Leadership Team: Stewards of HCCS's Academic Goals

The goals of the HCCS program are created and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team. The ILT is comprised of the CAO, the principals, teacher leaders, Director of Professional Learning, Director of CASAS testing, and Director of Curriculum. The ILT meets every other week to ensure that HCCS is meeting its academic goals by analyzing student learning data and designing professional learning support that responds to these data as well as to teacher-reported needs. The ILT works to create coherence across our goals and accountability requirements to support teachers in understanding how these efforts overlap and form our core goals.

Common Core Standards

HCCS is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content

area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects

HCCS offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies and electives.

English Language Arts

The English Language Arts courses guide students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes, developing skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic success and professional communication.

Mathematics

The Mathematics courses build foundational skills through a sequence aligned with California Common Core standards, beginning with Pre-Algebra and progressing to Algebra 1 and Geometry. Students develop proficiency with key concepts such as fractions, decimals, ratios, proportions, equations, and basic geometry. Emphasis is placed on applying mathematical reasoning to real-life contexts like financial calculations and problem-solving. The curriculum fosters critical thinking and the ability to represent mathematical situations numerically, graphically, verbally, and symbolically, preparing students for success in advanced math courses and everyday life.

History-Social Science

The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking, connecting academic content with learners' personal and community experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science

The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science

introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts

The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives

The Electives program offers diverse opportunities for students to develop critical reading, communication, and public speaking skills. Courses like *Reading for Pleasure* foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series

The English for Work and Life Series of courses supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses focus on building foundational language skills through systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum

HCCTS recently engaged in a curriculum adoption process to procure Savvas, a standards-aligned curriculum for HCCS courses. We followed an articulated adoption process and received guidance from our UMass Global credentialing partner who had extensive experience with curricular materials that best serve ELLs. Our process involved reviewing materials utilized by other surrounding school districts as well as following recommendations by EdReports in order to understand the best options for our context. We engaged in vendor demos, received teacher feedback around our top choices, and delivered our final proposal to the board of directors for approval.

The HCCTS board approved the adoption of the Savvas curriculum in August 2025. There were many elements that led to this choice including a single user-friendly platform for both teachers and students, and a high rating on EdReports. The curriculum is also used by Twin Rivers

Unified School District, Elk Grove Unified School District, and Los Angeles Unified School District. In order to support teachers to gain familiarity and comfort with the new curriculum, the start of classes was extended until August 14th and teachers met in professional learning communities (PLCs) to build their knowledge of the standards-aligned curriculum. Our contract with Savvas includes access to both an online digital curriculum and to teacher edition textbooks and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish
A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English
An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum
In-house developed theme packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Understanding Learning: Using Student Assessments to Support HCCS Goals

We employ multiple forms of assessment to monitor student progress and inform instruction:

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys**: Self-perception data helps us to understand the student experience.
- **CASAS testing:** Comprehensive Adult Student Assessment System, a competency based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP**: California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments**

Administered 3 times per program year

- **ELD Level Placement Test**
  Upon enrollment
- **ELD Level Exit Test**
  Administered to determine readiness to advance to the next ELD level

Professional Development Supporting HCCS Goals

High-quality professional learning is about creating a learning system. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings.

HCCS leadership works in partnership with HCCS principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. There are several core beliefs about practitioner-based learning that informs the HCCS approach to professional learning:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are being met.
- Agency and relevancy are guiding drivers for adult learners; being able to articulate their own goals and see where they are on the path to achieving those goals is essential for adult learners.
- For instruction to be changed and improved, the learning experience of students must be public (not hidden away).
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development~~In order to meet the depth, breadth, and rigor set forth in our ambitious schoolwide curriculum objectives that are written in alignment to the multiple sets of standards listed above, we implement content-based instruction practices in our classrooms. At HCCS we make every effort to ensure that students are given ample and meaningful access to content competencies as well as practice with the necessary skills to critically analyze content in which they are exposed. Employing content-based instruction strategies in our classroom is one way our teachers meet the rigorous requirements of our curriculum.~~

~~For our ELD learners who are developing foundational, language-domain skills like reading and writing, the role of context is fundamental to supporting their language and literacy development. Content-Based Instruction provides the context-rich materials of our content curriculum for their skills development.~~

~~Perhaps the most important thing to note is the ever-widening gap in vocabulary that will forever~~

~~impede the academic progress of ELD learners of all ages. Content-based instruction is one tool we use at Highlands Community Charter School to help bridge the vocabulary gap of our non-native speakers and native non-literate readers alike.~~

~~Content-based instruction is founded on important principles, but its success depends on the details of its implementation.~~

~~Sound teaching practices that our teachers integrate into content-based instruction classrooms~~

1. ~~Extended input, meaningful output, and feedback on language and grasp of content~~
2. ~~Information gathering, processing, and reporting~~
3. ~~Integrated skills~~
4. ~~Task-based activities and project work, enhanced by cooperative learning principles~~
5. ~~Strategy training~~
6. ~~Visual support~~
7. ~~Contextualized grammar instruction~~
8. ~~Culminating synthesis activities~~

~~Methods we use to promote the acquisition of content (and language)~~

- ~~We make sure that our learners consider input from a variety of sources representing diverse perspectives on related subject matter.~~
- ~~We guide our students in revisiting input for different purposes.~~
- ~~We ensure that our students have many opportunities to synthesize knowledge that originates from multiple sources.~~

~~Approaches we use for building curricular coherence~~

- ~~We scrutinize the ways we define instructional units—themes are central ideas and topics are subunits of the theme.~~
- ~~We use planned transitions across topics and across tasks within topics.~~
- ~~We consider threads—links across themes in curriculum development.~~

~~Theme-based Instruction~~

~~At HCCS we select monthly, schoolwide themes for our ELD program. Our aim is to engage students at every level using that theme while teachers focus on level-appropriate content.~~

~~Themes for the 2018–19 school year:~~

~~July~~ Focusing on Language Acquisition

Central to HCCS professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All HCCS educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices

Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports,

collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking
We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making
As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

HCCS Professional Learning Structures
There are multiple existing structures that support professional development at HCC for teachers and leaders.

Friday Professional Development Sessions
Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC
Leading is complex and uncertain work, and HCCS supports its two principals in PLC sessions led by the Chief Academic Officer. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Per Week Teacher PLCs
Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching
Teaching standards-aligned high school curriculum to newcomer adults with varying degrees of education in their home language and a wide range of English skills is challenging teaching. To support excellent instruction, HCCS is in the process of investing in on the ground coaching for our teachers. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction. At the time of the writing of the material revision, we plan to begin Phase 1 of the teacher coaching program by October 15th. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will

participate in a rigorous train-the-trainer model to enable sustained on the ground support of teachers ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement

Assessment is a core to instructional improvement at HCCS. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. HCCS is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The instructional leadership team (ILT) will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand barriers to student progress.

Informal Assessments and Improvement
Working in their PLCs, teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT uses classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience
The HCCS instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, we do value this source of data to understand HCCS's social and emotional conditions for learning.

Every year, HCCS conducts anonymous student climate surveys. These surveys are sent out to students in the following languages:

- English
- Arabic
- Spanish
- Persian
- Armenian
- Pashto
- Russian
- Turkish
- Ukrainian
- Vietnamese

- Chinese

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app.

Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

HCCS students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of HCCS students who agree or strongly agree with each statement for the year indicated for the last three years.

Survey Statement	2022 - 2023	2023 - 2024	2024 - 2025
Lessons help me in my daily life.	96%	88%	95%
Lessons are interesting.	95%	90%	95%
I know what I need to do to make progress in my classes.	96%	90%	94%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	95%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	95%	89%	94%
I have the technology I need to learn.	95%	91%	96%
The school, classrooms, and buildings are clean and in good condition.	96%	94%	93%
The school tells me important information regularly (holidays, school announcements, events).	94%	95%	97%

All students from different backgrounds and countries are treated kindly.	92%	96%	97%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	92%	97%	96%
My teacher really cares about me and respects me.	93%	98%	98%
My counselor really cares about me and respects me.	91%	92%	87%
The school helps me turn my college and career goals into a plan.	90%	84%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	85%	78%	85%
I want to learn more about mental health and how to deal with stress.	76%	57%	67%
I feel connected to the school, my classmates, and teacher.	85%	83%	90%
I feel safe at school (I trust our leaders to make our school safe).	87%	95%	94%
I know how to log in and check my student email.	72%	90%	93%
I know how to log in to my online learning tools	77%	84%	91%
Highlands helps me learn to use technology by giving mobile devices and digital literacy training.	64%	79%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week.	*ND	*ND	77%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Because many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, HCCS provides extra support to ensure students' academic success. Classroom teachers are available to meet with students before and after school during their office hours to support students who are struggling academically.

Paraeducators

English proficiency and learning needs vary widely for our incoming students. HCCS paraeducators provide crucial language scaffolding by providing individualized instructional support in students' native languages and creating more opportunities for meaningful English language practice, ensuring that our Level 0 students can fully benefit from our educational programs.

Additionally, paraeducators who share students' cultural backgrounds can create a more comfortable environment that reduces the anxiety often experienced by new students and immigrant populations. While teachers focus primarily on academic instruction, paraeducators provide crucial social-emotional support to help students navigate their educational environment

successfully. Paraeducators also help students build digital literacy, fluency with the HCCS systems, and provide academic support.
HCCS hired 32 new paraeducators in 2024–2025 to expand instructional support across its sites. All but two of those paraeducators were released in June 2025 as part of the school's restructuring process, which prioritized staffing of credentialed instructors. HCCS plans to rehire three additional paraeducators this school year as it builds its program capacity and will further increase paraeducator staffing as part of its sustainable five-year growth plan.

Literacy Support
During the 2025-2026 school year, HCCS will hire staff to provide literacy support for English language learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
HCCS will implement an in-person tutoring program to replace previous online tutoring opportunities. Based on feedback from students and staff, online tutoring no longer effectively serves the needs of our student population. Key challenges, detailed below, include a lack of digital literacy skills, low student engagement, and limited availability of support. The design of our in-person tutoring program will focus on effectively addressing these findings.

Challenges for Students Accessing Online Tutoring

- Cultural barriers – example: Afghan women
    - Our student population with the highest level of need for one-on-one tutoring
    - Working one-on-one with male tutors would violate cultural and religious norms
    - Afghan women typically have limited experience or skill with technology
    - Afghan women may have limited literacy skills and English language skills
    - Require in-person, one-on-one support by Dari or Pashto-speaking women tutors
- Technology barriers
- ~~August- Goals~~
- ~~September- Educational systems~~
- ~~October- Employment~~
- ~~November- Laws/ Government/ Immigrant Rights~~
- ~~December- Consumer Economics~~
- ~~January- Health~~
- ~~February- Housing~~
- ~~March- Transportation Systems~~
- ~~April- Emergencies~~
- ~~May- Food/ Nutrition~~
- ~~June- Family/ Parenting/ Family Resources~~

~~***Student-Centered Instruction***~~
~~Student-centered instruction is teaching and lesson planning that focuses on students. As teachers, we must get to know our students, their backgrounds, what they know, how they learn, and their goals. Teachers can then design lessons to build on student knowledge and focus on teaching topics that are relevant and meaningful to students. This is especially important in adult~~

education where students are electing to continue their education. We demonstrate student-centered instruction by working with our students to choose topics and themes for each month.

Based on the five assumptions, Knowles also presents the four principles of Andragogy which HCCS also considers when designing curriculum and instruction for our students:

- Adults need to be involved in the planning and evaluation of their instruction
- Experience (including mistakes) proved the basis for learning activities
- Adults are most interested in learning subjects that have immediate relevance and impact to their jobs or personal lives
- Adult learning is problem-centered rather than content-oriented

Although adult learners are responsible for their own decisions, we believe that it is our responsibility to encourage and guide students to make the decisions that are best suited for them. We are confident that all students can learn and grow from our staff who are dedicated to student achievement and building relationships that will last a lifetime. Our ELD and high school programs are essential to the success of our adult learners. Our students have come back to school to change their lives, and we believe that it is our duty to ensure it happens.

1.11: HCCS Curriculum and Instruction

Innovative Curricular Components

Adult Literacy

At HCCS we believe it is imperative for our students to be able to read and write. Without reading and writing skills, they will not be able to achieve their academic or career goals. Many of our students enroll with us at a low reading and writing level. In response to this, we created programs for both our ELD and high school students. We hired a Lead Literacy Teacher and a Reading Specialist, and we created a Remedial Literacy course for our ELD students. This course is intended for students who are progressing in all of their subjects but need support with reading. For our high school students, we created two remedial reading classes. These classes focus on phonemic awareness, sounds, and pronunciation. When classroom teachers notice that a student is falling behind, they are referred to either a specialist or a remedial class. By providing additional literacy support for our students, we ensure that they are able to read and write.

Outcomes-Based Learning

At HCCS we have created extensive curriculum objectives aligned to California Common Core Standards, and we have implemented monthly themes that relate to CASAS competencies and English Language Civics Objectives supported by WIOA. These serve as the foundations of our curriculum. Within our themes, classes, levels, and objectives, we utilize outcomes-based learning. We begin our lessons with a desired outcome and then work with our students to develop the skills they need in order to meet the outcome. This is relevant at every level of instruction in both of our programs. In the ELD program, we focus on tasks such as reading a short book, writing a paragraph, having a short conversation, giving an informal presentation, or completing a job application. In our high school program, we focus on tasks such as reading a

~~novel, writing an essay, having a debate, giving a formal presentation, and completing a college application. In CTE, students demonstrate their understanding based on their respective program. In Truck Driving, students practice safe truck-driving techniques they have learned. At Cosmo Beauty Academy, students demonstrate their learning through the applied practice of the cosmetic and manicuring techniques they have learned. We believe that by ensuring our curriculum objectives are aligned to standards and by using outcomes based learning, all of our students are focused on the immediate learning goals. Our standards are high; the expectations are clear; and we support our students in reaching program and course objectives.~~

~~Proficiency Requirements~~

~~We believe that we get the best work out of our students when expectations are high. This is why, at HCCS, we ensure that our students are meeting our rigorous standards before they are promoted to the next level or before they pass a class. Although proficiency requirements are different for our ELD and high school programs, both require students to perform at a high level of mastery. In order for one of our ELD students to complete a level and move up to the next class, they must receive the highest grade available in the course. In our ELD courses, students are eligible to receive one of four grades for each subject: M, A, D, or E. The grade of M indicates that the student is meeting or exceeding the standards and objectives of the class for their level. Until our students have earned this grade, they remain in their class. In our high school program, students are graded on a traditional grading scale of A–F. In order for a student in high school to pass a class, they must earn a C or better. If they do not earn a C or better, the student must complete supplemental assignments to pass the course and earn credits toward graduation.~~

~~The grading criteria for our high school students includes successful completion of all coursework, papers, projects, presentations, and end-of-unit tests required in any given course. The grading criteria for ELD students includes CASAS reading and listening assessments as well as the successful completion of all coursework, papers, projects, presentations, tests and end-of-term exams which cover all skills taught. High school and ELD instructors will use rubrics aligned to standards found on the HCCS alignment matrices to guide their grading process of all coursework, papers, projects, presentations, end-of-unit/term exams and final course/level grades.~~

~~Student Success~~

~~Our students' success is very important to us, and one way we ensure their success is through our student support services. Through our student support services, we offer assistance with classwork, homework, resume writing, job search, job fairs, mock interviews, career advising, FAFSA support, college applications, college advising, housing services, homeless services, and expungements. Over the last year, we have grown and now offer field trips, student support groups, one-on-one college and career advising, and workshops geared toward college and career readiness. Our student success team contacts our high school and CTE graduates to find out whether they are employed or attending college, whether part-time or full-time, and their hourly wage. At HCCS we want all our students and our alumni to be successful.~~

~~Intervention~~ **~~and Enrichment~~**

Attendance Policy

At HCCS we say that progress requires commitment and commitment requires attendance. We believe that attendance is crucial for our students' success. When our students are not present in class, we contact them either by email, text, or a phone call. We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available either at HCCS, at one of our partner organizations, or at an external location.

Homework Policy

At HCCS we believe that level and content appropriate homework improves students' understanding of classwork and improves academic performance. While homework is not required for most of our classes, we do assign up to two hours of optional daily homework for students who want or need supplemental practice. According to our policy, homework is due the class after it was assigned. For example, homework given on Monday is due on Tuesday, and homework given on Friday is due on Monday. Homework is not given to students who are absent for that day. For example, a student who is absent on Tuesday will not be given homework for Tuesday. Students will not be able to get homework from their friend or teacher once the class is over. All homework should be completed by the student. Students can get help with their homework, but family and friends should not write or complete homework for them. All homework should be in the students' handwriting. Also, students can work together after class, but students should not copy each other. Each student should have their own answers. Cheating will result in no credit for homework for that day.

Independent Study

We believe it is important for our students to have the flexibility, study skills, motivation, and discipline to work and study independently. At HCCS we have two options for students interested in independent study: service learning and field study.

Service Learning

Service learning is a one-day, independent study option where students volunteer in the community. Examples of appropriate service-learning opportunities include:

- Cleaning up a park or public place
- Working at a local school
- Volunteering at a local hospital
- Working at a local library
- Feeding the homeless
- Reading to children at after school program
- Helping at a cultural event in the community

Service learning is usually offered by teachers at HCCS when there is professional development or teacher training for all teachers. It is an opportunity for students to engage in the community. Students complete a form that includes their personal information and asks for a description of

what they did for their service learning. They are also required to have someone verify the number of hours of participation.

Field Study

Field study is an independent study option where students can study for up to seven consecutive days at home and receive classroom credit. In field study, a teacher creates daily work assignments. These work assignments are similar in level and content to traditional coursework and should take approximately the same amount of time to complete as the daily class. If the normal class is one hour, then the teacher provides one hour of work. If the course is four hours, the teacher provides approximately four hours of work for the students to complete at home.

Field study is typically offered to students during times when they are unable to attend class. Common reasons for students to enroll in a field study include but are not limited to the following:

- They are observing an important cultural holiday or celebration.
- They are traveling.
- They have a family emergency.
- They have a medical condition.
- Their children are home from school and they don't have childcare.
- They do not have transportation for a set period of time.
- They have family visiting from overseas

In order for students to participate in field study, they must complete a master agreement and agree to complete the work in a set amount of time. After the field study period is complete, students must turn in the completed work to their teacher. At that time, the teacher checks for completion before giving credit.

Here at HCCS we have a diverse student population that comes to us from all over the world. They have religious holidays that are not recognized by the federal government. We recognize the value of their beliefs and traditions, and we support them by providing the opportunity for them to celebrate their culture with their families while still continuing their coursework. We also understand that our students have children, families, emergencies, and sometimes situations that do not make it possible them to attend class. While we firmly believe that attendance is crucial for their success, we believe that by providing our students with supplemental materials and work, they do not have to choose between learning and religion or learning and family.

Counseling Services

We are proud to have highly trained, compassionate counselors who support each and every student. Our counselors are able to provide assistance and information on many issues including:

- Family issues
- Personal issues
- Conflict management
- Career counseling
- Substance abuse and recovery

- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Curricular and Instructional Materials

Textbooks and Instructional Materials

Core Curriculum Area	Textbooks and Instructional Materials/Year of Adoption
Reading/Language Arts	**English Language Development- Reading**

Book/Resource	Publisher	Adoption
Ventures 1 – 4	Cambridge	2014
Basic English Grammar	Pearson	2014
Grammar Form & Function	McGraw Hill	2014
Side by Side	Pearson Longman	2014
Heinle Picture Dictionary	Cengage	2014

High School:

Book/Resource	Publisher	Adoption
Edge Levels A – C	Hampton Brown	2014
English I – IV (Online)	FLVS	2014

Mathematics — **High School Mathematics**

Book/Resource	Publisher	Adoption
California Algebra (2008)	Glencoe	2014
Keys to Algebra	Key Curriculum Press	2014
CA Algebra Readiness (2008)	Glencoe	2014
Pre-Algebra (Online)	FLVS	2014

	~~Algebra 1 (Online)~~	~~FLVS~~	~~2014~~
	~~Geometry (Online)~~	~~FLVS~~	~~2014~~

~~**Science**~~

~~**High School Science**~~

~~**Book/Resource**~~	~~**Publisher**~~	~~**Adoption**~~
~~California Life Science~~	~~Holt~~	~~2014~~
~~Physical Science (Online)~~	~~FLVS~~	~~2014~~
~~Earth, Space Science (Online~~	~~FLVS~~	~~2014~~
~~Marine Science (Online)~~	~~FLVS~~	~~2014~~
~~Biology (Online)~~	~~FLVS~~	~~2014~~

~~**History & Social Science**~~

~~**English Language Development- Citizenship**~~

~~**Book/Resource**~~	~~**Publisher**~~	~~**Adoption**~~
~~Citizenship~~	~~New Readers Press~~	~~2014~~
~~Psychology, Principles & Practices~~	~~Holt~~	~~2014~~

~~**High School- History & Social Science**~~

~~**Book/Resource**~~	~~**Publisher**~~	~~**Adoption**~~
~~CA World History: The Modern World Era~~	~~Pearson~~	~~2014~~
~~World History (Online)~~	~~FLVS~~	~~2014~~
~~The American Vision: Modern Times~~	~~Glencoe~~	~~2014~~
~~CA Economics: Principles in Action~~	~~Pearson~~	~~2014~~
~~American Government (2007)~~	~~Macgruders~~	~~2014~~
~~American Government (Online)~~	~~FLVS~~	~~2014~~
~~American History (Online)~~	~~FLVS~~	~~2014~~
~~Economics: Principles in Action (Online)~~	~~FLVS~~	~~2014~~
~~Economics with Financial Literacy (Online)~~	~~FLVS~~	~~2014~~
~~Psychology, Principles & Practices~~	~~Holt~~	~~2014~~
~~Psychology (Online)~~	~~FLVS~~	~~2014~~

~~**1.12: Comprehensive Course List**~~

~~ELD Course Descriptions~~

~~Non-Literacy – Level 0~~

~~In this course students will learn the foundational principles of English and basic communication skills. This is a combined skills class where students will work on reading, writing, speaking, and listening. The content of this course is focused on daily living and prepares students for formal and informal social exchanges. Special emphasis is placed on building phonemic awareness, vocabulary building, and sharing personal information.~~

~~Literacy – Level 1~~

~~In this course students will further develop their reading and writing skills with a strong emphasis on sentence completion and accuracy. Students will delve deeper into grammatical structures of English and will continue to expand their use of verbs. The content of this course focuses on authentic language used in a variety of settings. This course prepares students to communicate during daily events and routine activities.~~

~~Beginning Low – Level 2~~

~~This course focuses on clear speaking and pronunciation using authentic language. In writing, students focus on spelling and mechanics and legibility while in reading they focus on sight words. Conversationally, the focus is on asking and answering "*Wh* " questions and comprehending brief messages. During this course, students brainstorm ideas as well as plan and deliver brief oral presentations.~~

~~Beginning High – Level 3~~

~~In this course students will learn and use a growing number of verb forms, compare and contrast ideas, offer and negotiate meaning using evidence, paraphrase, comprehend morphological changes, and distinguish homophones.~~

~~Intermediate Low – Level 4~~

~~In this course students will use their reading, writing, and speaking skills to deliver oral presentations. There is a strong emphasis on complex sentences, exchanging ideas, and making connections between joint ideas. During this course, students will read and comprehend moderately complex passages and ideas with specialized vocabulary with the purpose of identifying the main idea. There is a special emphasis on writing well organized summaries.~~

~~Intermediate High – Level 5~~

~~In this course students will use complex sentence structure and grammar and incorporate supporting opinions into their productive tasks. There is a strong focus on increasingly complex multi-paragraph compositions and referential language as well as understanding detailed instructions. During this course, students are required to draw from personal experiences to infer meaning and to collaborate on projects. This course emphasizes the integration of word processing skills in written communication.~~

~~Advanced Low – Level 6~~

~~This course is designed to begin developing the foundational skills necessary for academic success in a mainstream high school and even college level class. It focuses on advanced reading~~

and writing strategies and implements technological and research skills. Through thematic readings, students engage in critical evaluations of texts. Special emphasis is placed on writing revisions and feedback, group projects, and presentations.

Advanced High - Level 7

This course is designed to support students who are transferring from the ELD program to high school English. It focuses on improving reading comprehension skills, logical thinking processes, and a broad range of writing skills, from the expository to the creative. It covers the basics of language, literature and written composition. In this course students will explore literature genres, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing. At the completion of this course students, should be ready for high school English.

Citizenship

This course is designed for students to learn the basic knowledge of U.S. government, history, civics, reading, and writing skills and to prepare for, apply for, and pass the USCIS Citizenship Exam. Language functions and language forms are integrated into listening, reading, writing, and speaking activities, all designed to improve the student's ability to take and pass the USCIS exam. Through lectures and individual and pair/group participation, the student is exposed to the language needed to prepare for the reading, writing, and interview portion of the USCIS exam.

High School Course Descriptions

Foundational ***Mathematics***

This course reinforces arithmetic skills, developing the pre-algebra concepts of variable recognition, signed numbers, formulas, and single variable equations. Students will be introduced to algebraic symbolism, simplifying expressions, solutions to elementary equations, and the graphic representations associated with variables.

Pre-Algebra

This course provides an introduction to elementary algebraic concepts while reviewing basic math skills. It is a self-paced course with credits dependent on work completed and concepts mastered. The course first revisits prerequisite skills to ensure students have foundational math concepts that are vital for higher math courses. The course curriculum is closely aligned to California State Math Standards which can be located throughout the textbook throughout each chapter.

Students will learn to think flexibly about relationships among variables, expressions and properties, integers and equations, fractions, decimals, exponents and roots, ratios, rates, proportion and percents, algebra on coordinate plane, geometry basics, and critical thinking with word problems. Students will learn to recognize and understand how to convert fractions to decimals and percents while using these representations in estimation, computations, and applications. Students will investigate and explore mathematical concepts while developing a variety of strategies for analyzing complex situations. The course will show a connection between computational and applied math while making meaningful connections to students' life experiences: calculating discounts, markups, commissions, and profit. Students will evaluate

simple and multi-step equations and inequalities while using the correct order of operations when solving numerical and algebraic expressions. Lastly, students will be analyzing situations numerically, graphically, verbally, and symbolically throughout the course.

Algebra 1

Algebra 1 is designed to help provide students with the foundation for all future mathematics courses. Students will explore operations, terms and expressions, equations, polynomials, rational numbers, multiplying and dividing rational expressions, adding and subtracting rational expressions, graphs, systems of equations, and square roots and quadratic equations. Common Core standards are taught and reinforced as the students learn how to apply the concepts in real life situations. Algebraic skills and concepts are developed and used in a variety of problem solving contexts. The course is self-paced with credits dependent on work completed and concepts mastered.

Students will use variables and appropriate operations to write an expression, an equation, an inequality, or a system of equations or inequalities that represent a verbal description. The course will further explore graphing linear functions while noting the vertical change per unit of horizontal change is always the same and know that the ratio (rise over run) is called the slope of the graph. Students will be able to identify a point lies on a line, given an equation of the line, and derive linear equations by using the point-slope formula. Students will be expected to demonstrate skills that will be valuable not only in this course but also in future educational and vocational settings including oral presentations and technology. A primary goal of this course is for students to actively engage in a positive learning experience in which there is increased appreciation and understanding of mathematics.

United States (U.S.) History

This course provides students with an awareness of our national heritage. Students will develop a better and deeper understanding of how our country became what it is today. Students will continue to develop their reading, writing, thinking and research skills with the use of primary and secondary sources.

This course is aligned to the Common Core State Standards for Literacy in History/Social Science, and students will employ the following skills: develop socio-political literacy to understand different political and social systems, the relationship between a culture and its laws, and the differences between democratic and non-democratic systems; develop an understanding of different cultural values, belief systems, rights, and responsibilities inherent in participatory citizenship; develop analytical, critical thinking, and study skills, which help students understand major national and international dilemmas occurring today.

This course focuses on the study of modern American history and begins with a review of United States history from the nation's beginnings to the start of the 20th century. Connecting with past learning will highlight the initial segment of the class. An in-depth investigation of historical events and periods, the fostering of multicultural awareness, the recognition of ethical, civic, and democratic values present in American history, and the development of a historical perspective in relation to contemporary events represent the major aspects of the course. Literature, music, art, primary readings, videos, simulations and other activities will be used to enhance the subject.

American Government

American Government is a thematic course focused on the origins and structure of the United States government; the nature and function of the executive, legislative, and judicial branches; individual rights and responsibilities within the U.S. legal system; individual and societal roles and responsibilities as citizens functioning within the U.S. political and electoral system; the nature and function of state and local governments; and contrasting U.S. government with other systems of government. American Government is aligned to the Common Core State Standards for Literacy in History/Social Science, and students will demonstrate the following skills: students develop abilities to critically analyze, compare and contrast, and develop and defend opinions and positions, both orally and in writing, on the main areas of course focus.

The goal of this course is to enable a student to have a full understanding of all aspects of American government and its impact on his or her life thus becoming a self-directed, productive achiever who will be a successful and valued member of our community.

World History

This course emphasizes the political, economic, social, and geographic aspects of world history beginning with early democratic development and concluding with modern 21st century issues. Critical thinking skills are emphasized, stressing cause-effect relationships. This course is aligned to the Common Core State Standards for Literacy in History/Social Science, and the curriculum integrates these literacy standards throughout the course.

This course explores how the connection between the past and the future will continue to form our lives. In World History, students recognize the growing interdependence of people and cultures throughout the world. Students trace the rise of democratic ideas and develop an understanding of the historical roots of current world issues, especially as they pertain to international relations. They extrapolate from the American experience that democratic ideals are often achieved at a high price, remain vulnerable, and are not practiced everywhere in the world. Students develop an understanding of current world issues and relate them to their historical, geographical, political, economic, and cultural contexts. Students consider multiple accounts of events in order to understand international relations from a variety of perspectives

Economics

This course will provide students with an understanding of the principles of economics. As students become familiar with how markets work, they will interact with lessons to apply the key microeconomic concepts of supply and demand as well as the role of prices. This course targets important aspects of the world economy, including international trade and global economic challenges, and encourages students to apply the economic way of thinking to a variety of situations relevant to their everyday lives.

Economics is aligned to Common Core State Standards for Literacy in History/Social Science, and students will employ the following skills: interpret and summarize common economic terms, concepts and economic reasoning; explain the elements of America's market economy in a global setting and the influence of the federal government on the American economy; analyze the elements of the U.S. labor market in a global setting; categorize the aggregate economic

behavior of the U.S. economy; and synthesize issues of international trade and explain how the U.S. economy affects and is affected by economic forces beyond the United States.

Biology A and Biology B

This two semester course fulfills the Biological Science graduation requirements. This course explores the origins, organization, reproduction, genetics, growth, development, evolution, behavior, and interdependence of living things. This course also includes cellular structure and function, general plant and animal physiology, and taxonomy. Students will work individually and in small groups. Laboratories and other investigations will be performed to supplement and enhance course topics. The goal of this course is to enable a student to have a full understanding of Biological Science as well as its impact on his or her life and thereby become a productive achiever who will be a successful and valued member of our community.

Earth Science

Earth Science is an introductory science course that meets the minimum graduation requirements. It contains components of physics, chemistry, and earth science topics. These topics include the study of atoms, molecules, compounds, chemical reaction, motion, forces, energy, waves, as well as Earth's place in the universe, its composition, and the processes that modify the surface. The goal of this course is to enable a student to have a full understanding of Physical Science and its impact on his or her life.

English A

This class focuses on introducing students to different types of texts: fiction, poetry, non-fiction, plays, etc. and on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills from the expository to the creative. English A covers the basics of language, literature, and written composition as a preparation for the sequential English curriculum. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.

This course calls for students to engage in a range of tasks based on the grade 9-10 ELA Common Core Standards: determine themes and central ideas, analyze character development, author's choice, points of view, interpret, assess, integrate and evaluate, collaborate, adapt, and apply. Students are required to demonstrate the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informative texts and literature as well as writing compositions according to major text structures and genres and giving oral presentations.

English B

This course is a continuation of the themes and skills introduced in English A. English B focuses on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills from the expository to the creative. English B continues to expand upon the basics of language, literature, and writing. The class covers the genre of literature, the rules of language,

~~the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.~~

~~This course calls for students to engage in a range of tasks based on grade 9-10 ELA Common Core Standards. Students will be able to analyze multiple themes or central ideas, analyze the impact of an author's choice(s), determine meanings of words, analyze multiple interpretations of literature, assess, integrate and evaluate, collaborate, adapt, apply that which requires the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informational texts and literature as well as writing compositions according to major text structures and genres and giving oral presentations.~~

~~English C~~
~~This course is a continuation of the themes and skills introduced in English B. English C focuses on improving reading comprehension skills, critical thinking processes, and a broad range of writing skills, from the expository to the creative. English C continues to expand upon the basics of language, literature, and writing with more depth. It requires the student to read complex texts and write longer essays with more analysis or analysis of more texts than English B. The class covers the genre of literature, the rules of language, the conventions of grammar, the mechanics of writing, as well as many of the facets of narrative and expository writing.~~

~~This course calls for students to engage in a range of tasks based on grades 11-12 ELA Common Core Standards. Students will be able to analyze multiple themes or central ideas, analyze the impact of an author's choice(s), determine meanings of words, analyze multiple interpretations of literature, assess, integrate and evaluate, collaborate, adapt, apply that which requires the critical thinking, problem solving, and collaboration demanded of 21st century living and learning, with emphasis on meaning making, effective expression, content knowledge, and language development. The course stresses a balanced comprehensive program that develops student ability to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. The standards continue to emphasize reading informational and literary texts as well as writing compositions according to major text structures and genres and giving oral presentations.~~

~~CTE and Elective Course Descriptions~~

~~Career Readiness~~

~~Career Success~~
~~The Career Success course focuses on two integrated areas of instruction: career preparedness and technology. Course content ranges from high school and career preparation to computer literacy skills. The area of technology is designed to be interwoven throughout course instruction. Mastery of the content standards provides a strong foundation of student acquisition~~

of the skills, attitudes, and knowledge that enables them to achieve success in school, at work, and across the life span. As part of preparing students to be college and career ready, this course also equips them with the skills needed for the workplace, continuing education, and lifelong learning.

The purpose of this course is for students to be able to demonstrate basic computer skills including typing, email, Google Drive, and internet searching; identify the effects of workplace behaviors; analyze personal skills, interests, and abilities and relate them to current career opportunities; and examine the employment process, including searching for a job, filling out a job application, writing a resume, developing and practicing interview skills, and completing required employment forms.

- Personal Finance

This course challenges students to alter their thinking and behavior regarding their personal finances while teaching skills in money management, financial planning, spreadsheets, word processor and presentation software applications. This instructional course provides individuals with exploratory experiences related to personal finance which are designed to change behavior. These experiences explore various financial influences including spending, saving, debt, credit and credit history, investing, mortgages, retirement planning, etc. Students develop spending behaviors and habits that will lead to wealth accumulation. The course also provides exploration in the following areas: mathematical calculations applied to analytical information (spreadsheets), consumer marketing concepts (financial traps), computer literacy, economic concepts, and financial and technological developments.

Literacy Support

Reading Skills I

This is an elective course for the development of reading skills for students whose reading skills are far below high school level (e.g., most students taking this course will be reading at below 6th grade). Emphasis is placed on accelerating student learning so that students will achieve the ability to read at the high school level or make significant strides towards that objective. Skills learned in this class include syllabication, vocabulary acquisition, fluency, speed, and reading comprehension.

Reading for Pleasure

This elective course will help students improve their reading skills as they expand and explore their reading preferences by choosing to read three novels and completing activities based upon their novels. To earn the five credits for this course, the student must read and keep a reading log of three novels that the teacher has approved for the student to read. In addition to the detailed reading log, the student must also complete one project for each novel. This course focuses on Common Core reading standards for grade 9-10.

English Novel Elective

This elective course helps students with critical thinking, literary analysis, and the development of creativity within academic writing. In this course, students pick one of a list of teacher

approved novels. They will then use that book to complete the majority of their assignments in the class. The assignments vary from essays to creating projects that use creativity, imagination, and textual examples. Students are also required to keep a reading log journal and complete formal assessments on the reading. They will also do assignments that relate to English but that may not be related to the actual novel that they are reading. The course objectives are based on ELA Common Core Standards for grade 9-10.

Entrepreneurship

- Online login processes may limit access for students with low technical proficiency
- Our student population may not have access to high-speed internet at home

Our

Leadership ***(Beginning)***

Understanding and executing principles of leadership is critical for students to improve their opportunities at school, work, and at home. This class explores how focusing on the causes or laws of leadership will improve the outcomes or effects of our leadership efforts. This class is a laboratory where students are taught principles and then given opportunities to discuss, explore, and implement these principles.

In the leadership setting, students are challenged to develop their literacy and vocabulary as they read and discuss various books, articles and videos; enhance their understanding of computer applications (including word processing and presentation applications); elevate their reading, analytical, and writing skills as they read and compose a book report on a selected leadership book; and expand their presenting skills as they create and present their findings developed through the book report process. Students will also be expected to improve their teamwork, collaboration, and leadership skills and abilities as they work in small groups to teach leadership concepts to their classmates.

Entrepreneurial Mindset (Intermediate)

The mindset of an entrepreneur is critical to the development of the business concept and the overall success of any business. This class builds on the leadership principles taught in Leadership class and explores the mindsets taught through relevant books, material, and other resources. As students study these texts, their own mindsets and behaviors are challenged and changed. Students realize that their thoughts or mindsets affect their behaviors and ultimately the success of their business concept.

Students will build and develop effective mindsets while they explore their personal business concepts and prepare for developing their business plans in the capstone class (Business Planning). Students will expand and refine the skills they developed in the leadership class as they continue to read, analyze, write, and present materials studies in this course.

Business Planning (Advanced)

Business Planning is the capstone class and applies all of the learning and knowledge learned and developed in the previous classes in the entrepreneurship pathway (i.e. Leadership and Entrepreneurial Mindset). Students in this class will develop and write their own business plans

~~(or an assigned project-based business plan), and as they execute this assignment they will research their business concept, location, product, etc. to determine market demand; brainstorm business names and search the United States Patent and Trade Office (USPTO) and Secretary of State (SOS) of all states to determine uniqueness. They will also research local business requirements, apply for appropriate licenses, explore business entity structures, and determine the most effective entity for business concepts; and file articles of incorporation with the Secretary of State's office. Students will register trademarks and patents with the USPTO. Students will analyze, define, and present startup costs, and research funding requirements and potential funding sources.~~

~~Where applicable, potential internships with be developed. Students will utilize a suite of business-essential apps including spreadsheets, word-processing, and presentation programs. Students refine their leadership skills as they present their business plans to classmates and potential investors/partners. These skills, knowledge, and tools will be valuable assets as students launch and lead their business plans to implementation.~~

~~*Early Childhood Education*~~

~~***Child Psychology (Beginning)***~~
~~In Child Psychology, students learn theories of historically significant psychologists who laid the foundation for scientific research and a clearer understanding of children and the human mind. This course explores how psychological perspectives influence personality and play a role in human development across the lifespan. Students explore and learn how each stage in human development can and does require specific things for human children to grow up strong and healthy. Students examine how children's behaviors are developed, memories are stored, and language is acquired, and the critical period these things must happen. Students also learn about the symptoms and classifications of psychological disorders, along with the various forms of treatments available. After completing this course, students will be equipped with problem solving strategies and even learn strategies to cope with stress. Practical, everyday application of the content is a focus of this course along with background knowledge in child development and the mind.~~

~~Through the use of online software, teacher lectures, and projects this course is designed to promote critical thinking through inquiry, problem solving, and reflection. The course guides students to connect prior knowledge, backgrounds, life experiences, and interests to learning the materials. The students will connect classroom learning to their life experiences and cultural backgrounds. The course supports all students to use first and second language skills to achieve the learning goals. The course uses assessment date to establish learning goals and to plan, differentiate, and modify instruction. Students learn new vocabulary and critical issues of child development through extended video's, open lectures that address emergent literacy, critical period to acquire language, the developmental stages of children, and cutting edge exploration of trauma development in childhood and its effect on children. Students will be gaining emerging knowledge, exploring for increased understanding, applying that knowledge to themselves, integrating their new knowledge with old knowledge, and innovating or becoming creative in their teaching methods with children.~~

Early Childhood Education (Intermediate)

In Early Childhood Education, students learn more about understanding the childhood experience. Students will create interesting lessons and stimulating learning environments that provide a safe and encouraging experience for children. They will discover how to get children excited about learning, and just as importantly, to feel confident about their abilities; identify good nutrition for children's physical development; analyze and apply how to keep a safe, healthy, and clean childcare environment or preschool classroom; identify the rules and regulations of childcare facilities; develop and implement creative lessons and teach children through play. Students will also learn how to record, observe, and communicate with children; and create a plan for personal and professional growth to set child development goals.

Early Childhood Education (Advanced)

This capstone course prepares students for employment in the care and guidance of young children under the supervision of professional personnel. Instruction includes child growth and development, nutrition, program planning and management, health and safety, guidance, recreational and play activities, child abuse and neglect, developmentally appropriate practices, interpersonal relationships and regulations, operational procedures, emergency and disaster procedures, policies, standards, and licensing, supervision and maintenance of children's environment, professionalism, and classroom management.

Truck Driving

Class ***A Permit***

This basic unit will consist of classroom learning leading to a DMV CDL Class A Permit. Students will take and pass the DMV Class A CDL permit written examination. This course will cover the general knowledge, air brake procedure, and combination. Students will also have the option to become endorsed in doubles and triples, tankers, and hazmat through this course.

Pre-Trip and Inspection (Beginning)

In this beginning course, students will memorize parts of the vehicle by name, learn all internal and external inspections of the vehicle and trailer, and be able to perform/apply leakage tests to the vehicle.

General Skills (Intermediate)

In this intermediate course, students will begin to operate the vehicle under guided supervision. Students will practice straight line backing, offset backing to the right and left, parallel parking on the driver's side and conventional side, and alley docking.

Road and Class A License (Advanced)

In the advanced course, students will learn to shift using a 6-speed, double clutch, brake properly, drive through intersections, drive through urban businesses, change lanes, drive on the expressway/highway, stop/start effectively, drive around curves, cross railroads, correctly maneuver bridges, overpasses, and other signals, and pass a regular traffic check.

Teaching ***Assistant***

Students can earn credit for being a teacher's assistant in which students may assist other students, prepare materials, run copies, or complete other work at the direction of the instructor.

External Partnerships

At HCCS we have partnerships with Asher College and Cosmo Beauty Academy, and each of these partnerships provides its own courses for our students to receive credit and/or certifications. Courses offered at each are listed below.

Asher College Courses

- A+ PC Support Level 1, Level 2

Career Success Level 2

- Medical Law and Ethics
- Medical Terminology
- Microsoft Excel
- Microsoft Word
- MS Office Essentials
- Office Administration
- Typing Fundamentals

Cosmo Beauty Academy

- Introduction, Level 2, Level 3, Level 4

Updated ***Course Descriptions***

At HCCS we are currently updating and improving our curriculum and course descriptions as part of our Schoolwide Learner Outcomes for our Western Association of Schools and Colleges (WASC) self-study. As an adult serving charter, we do not presently offer any college preparatory A-G courses.

1.13: Instructional Methods and Strategies Used to Deliver the Curriculum

In our mission statement, we assert that we are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change. Through our instructional methods, we want to ensure that we are working consistently with our mission and our schoolwide learner outcomes. At HCCS we have three Schoolwide Learner Outcomes. Our first is that students will demonstrate measurable achievements each term through assessment. Our second is that students will make progress toward their career goals. Third, students will use technology to communicate for personal and academic use.

At HCCS we utilize the following instructional methods to ensure exceptional academic performance:

- Standards-based Instruction
- Systematic Instructional Delivery
- Student Engagement

- The systematic use of assessments
- Data-driven Instruction

Standards-based Instruction

At HCCS our curriculum is based on seven sets of standards, with Common Core Standards and CASAS at the foundation. Our teachers use our curriculum objectives within each subject and level to ensure that our standards are met. Lessons are taught based on objectives and monthly themes that integrate high interest topics and content. Formative and summative assessment data is used to measure students' prior knowledge and to ensure that our students are meeting our standards.

Systematic Instructional Design

Clear expectations, consistent policies, and strategic instructional planning and assessment are at the foundation of our educational programs.

Clear Expectations

Clear expectations are imperative for our students to be successful. We believe that by creating clear expectations for behavior, attendance, classroom etiquette, homework, content standards, and assessments, our students become accountable for their own progress and success. Our students are at HCCS because they do not have a US issued high school diploma, and they are 22 years old and older. We know that many of our students were not able to graduate during their first attempt at high school and that the traditional education system did not meet their needs. We also recognize that for some of our ELD students, HCCS is the first school they have ever attended. At HCCS we hold all of our students to high academic performance standards. Through this process, students benefit in the following ways:

- Students are held to high standards.
- Students are expected to meet the curriculum objectives for their level.
- Objectives and outcomes are clear.
- Student feedback is related to specific outcomes.
- Students know what they are expected to learn.
- Students have equal access to learning and learning materials.
- Students learn personal responsibility.

Consistent Policies

Consistent policies are also part of our educational program and are closely tied to clear expectations. At HCCS we have consistent policies for the following processes and programs:

- Enrollment in CalJOBS
- HCCS student registration process
- ELD placement tests
- CASAS assessment
- Attendance policy
- Homework policy
- ELD grading system (MADE)
- High school grading system (A-F)

- ~~ELD level completion~~
- ~~High school course completion~~
- ~~Transfer credit evaluation~~
- ~~ELD to high school re-designation process~~
- ~~ELL Reclassification process~~
- ~~Graduation requirements~~

~~Because of our~~ student population~~, we must provide clear expectations and consistent policies to ensure that all of our students clearly understand what they need to do to succeed at HCCS and achieve their goals.~~

~~Strategic Instructional Planning and Assessment~~
~~Strategic instructional planning and assessment are essential to our instructional success.~~

~~Student Engagement~~
~~Students learn best when they are present and actively engaged in their learning. We want our students to be passionate, motivated learners who are fully engaged in their educational experience. At HCCS our teachers engage our students intellectually, emotionally, physically, and culturally. Intellectual engagement refers to the academic component of teaching. Emotional engagement refers to the relationship between teachers and students and involves monitoring students' moods and emotions. Physical engagement refers to kinesthetic learning where students engage in physical movements or activities. Cultural engagement refers to incorporating student culture into the classroom in a way that students feel culturally accepted while also learning about the cultures of other students. This is critical for new immigrants and refugees to acclimate into their classroom, school, and community.~~

~~Intellectual Engagement~~
- ~~Academic topics are high interest to the students.~~

~~Learning is relevant to students' daily lives.~~
- ~~Teachers allow students to make choices about projects.~~
- ~~Instruction is differentiated for students at different levels.~~
- ~~Learning is authentic and related to the real world.~~

~~Emotional Engagement~~
- ~~Teachers foster classrooms with positive emotions and unconditional, positive regard.~~
- ~~Students' moods and emotions are monitored by teachers and counselors.~~
- ~~Teachers support students with peer groups and counselors.~~
- ~~Teachers and staff build positive and supportive relationships with students.~~
- ~~Teachers support students and their goals.~~

~~Physical Engagement~~
- ~~Students are engaged in kinesthetic learning through creating and doing.~~
- ~~Students move around in class, like walking around to complete an activity.~~

~~Teachers reinforce lessons with body movements, using physical activity.~~

~~Cultural~~ ***~~Engagement~~***

- Students from different cultures are made to feel welcome and safe.
- Students are taught about cultural norms and laws in the United States.
- Culturally diverse speakers are welcome to share in our classrooms.
- Important documents are translated into students' first language.
- Lessons are created to include a multicultural perspective.

Assessments

At HCCS we use a variety of formal and informal testing measures and assessments to evaluate our students. We begin our assessments during enrollment when students are given a diagnostic test and a CASAS test. During daily classes, our teachers assess students through a variety of ways. At the end of every academic unit, teachers use formal assessments and enter grades. CASAS assessments are also used as a measurement of progress and are administered every six to eight weeks.

The evaluation of student learning has four goals in the following priority:

1. To assist student learning as a diagnostic tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area.
2. To use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing.
3. To determine if a student has met or exceeded the necessary level of competency to gain formal recognition, such as to complete a level or receive a diploma, licensure, or certification.
4. To determine if the student is underperforming in relation to their peer group and evaluate if intervention supports are required.

When we assess our students it is to better understand what they know. When we have students who cannot pass a class, we find alternative solutions for them. We understand that some students need remedial support and others may need more challenges and opportunities for growth. When our students have not mastered level appropriate standards or objectives, we find alternative teaching methods to deliver the same content. Our teachers understand the importance of both formative and summative assessment in gauging student comprehension.

Data-driven Instruction

In order to improve student learning, we work to understand our students and adapt to the needs of our students. At HCCS we make data-driven decisions and create data-driven instruction. As part of this cyclical process, we collect many forms of raw data. We then analyze it, make instructional decisions, plan, and reflect. Raw data that we consider in our instruction relies heavily on assessment but also includes:

- Program enrollment data
- Enrollment assessment data
- Demographic data
- Student satisfaction surveys
- Student safety data
- Expulsions data

- ~~Homework grades and completion~~
- ~~CASAS gains reports~~
- ~~Literacy and reading gains~~
- ~~Unit assessments and grades~~
- ~~Level completion data~~
- ~~High school graduation and retention rates~~
- ~~CTE graduation and completion rates~~
- ~~Course GPA~~
- ~~Attendance data~~
- ~~Employment and wage gain data~~
- ~~College entrance information~~

~~By analyzing assessments and data, we better understand where our students are from, what experiences they bring with them, what they are able to do, and the gaps in their understanding. At HCCS our teachers and staff understand how assessment and data inform us about our students and areas for us to improve in educating and meeting the needs of our students.~~

~~1.14: How the Curriculum Addresses California Content and Performance Standards~~

~~At HCCS all of our curricular standards are directly aligned to the California Common Core Standards, California ELD standards, California English as a Second Language Model Standards for Adults, CASAS competencies, Workforce Innovation and Opportunity Act standards, Western Association of Schools and Colleges, and the National Reporting Systems (NRS) standards for English as a Second Language.~~

~~To ensure that all of our students are meeting program, subject, course, and level objectives, each lesson plan is designed with a specific lesson objective. Each daily lesson is part of a weekly lesson plan, which is part of our larger monthly themes. Our monthly themes are essential elements of our annual academic plan. Through the creation and implementation of monthly unit plans, we ensure that all of our students are taught specific content, even if they complete a level or class.~~

~~Monthly Unit Plans~~

~~In our ELD program, we have theme-based monthly plans that are part of our standards. Each theme has an extensive list of corresponding lesson objectives within the unit. Based on the needs of the students and the level of the class, teachers select the content objectives appropriate for their class based on their curriculum objectives. Teachers also use the themed unit plans as part of their content for teaching other subjects including reading, writing, speaking, listening, math, and technology.~~

~~Month~~	~~Theme~~	~~Topics~~	~~Month~~	~~Theme~~	~~Topics~~
~~Jul~~	~~Technology~~	~~Technology Vocabulary Using Email~~	~~Aug~~	~~Goals~~	~~Setting Goals Vocabulary Smart Goals~~

		~~Downloading Apps/ Using Smartphones~~ ~~Typing Skills~~ ~~Microsoft Office~~ ~~Internet Research Skills~~			~~Creating Goals/ Plans Personal/ Educational/ Employment~~ ~~Short-term/ Long-term goals~~ ~~Language Goals~~
~~Sep~~	~~Educational Systems~~	~~Classroom Vocabulary~~ ~~Etiquette~~ ~~K-12 Systems~~ ~~Enrollment Requirements~~ ~~Required Vaccines~~ ~~Colleges and Universities~~ ~~Study Skills~~ ~~Homework Policies~~ ~~Hygiene~~ ~~Tests and Testing Policies~~ ~~Attendance and Punctuality~~ ~~Educational Goals~~ ~~Public vs. Private Schools~~ ~~FAFSA/ Funding/ Grants and Scholarships~~ ~~College Applications/ Essays~~	~~Oct~~	~~Employment~~	~~Employment Goals~~ ~~Job Applications/ Resumes/ Cover Letters~~ ~~Reading Ads~~ ~~Interviews~~ ~~Clothing~~ ~~Etiquette~~ ~~Career Planning~~ ~~Common Jobs and Pay~~ ~~Jobs and Education~~ ~~Workers' Rights~~ ~~Minimum Wage~~ ~~Employer Expectations~~ ~~Appropriate Work Behavior~~
~~Nov~~	~~Government~~	~~US Government Organization~~ ~~Three Branches of Government~~ ~~The President~~ ~~Elections~~ ~~Common Laws~~ ~~Misdemeanors and Felonies~~ ~~Attorneys~~ ~~Court Vocabulary~~ ~~Human Rights~~ ~~Immigrant Rights~~	~~Dec~~	~~Consumer Economics~~	~~Reading Household Bills~~ ~~Budgeting~~ ~~Saving Money~~ ~~Bank Accounts~~ ~~Loans~~ ~~Debit Cards vs. Credit Cards~~ ~~Interest Rates~~ ~~Buying a House~~ ~~Using ATMs~~ ~~Internet Purchases~~ ~~Prices~~ ~~Using Craigslist/ Online Marketplaces~~ ~~Returns/ Exchanges~~
~~Jan~~	~~Health~~	~~Body Vocabulary~~ ~~Pain and Illnesses~~ ~~Common Diseases~~ ~~Talking to Doctors~~ ~~Talking to Dentists~~ ~~Health History~~ ~~Completing Health Documents~~	~~Feb~~	~~Housing~~	~~Vocabulary~~ ~~Housing rights~~ ~~Rental agreements~~ ~~Reading advertisements for housing~~ ~~Utilities~~ ~~Making budgets~~

		Health Insurance Making/ Canceling Appointments			Housing problems/ Talking to landlords and apartment managers
Mar	Transportation Systems	Using public transportation Reading bus schedules Paying for transportation Using Uber and Lyft apps Vehicle vocabulary MV and driving laws Street signs Reading maps Using GPS Giving directions Airport rules and regulations How to purchase an airline ticket Bicycle and pedestrian laws and etiquette	Apr	Emergencies	Calling 911 Natural Disasters Forest and House Fires Earthquakes Emergency Preparedness Kits Power Outages Health Emergencies Car Accidents
May	Nutrition	Food Pyramid Fats and Oils Food Vocabulary Fruits and Vegetables Meats and Proteins Sugar and Sweets Dairy Carbohydrates Food tracking Apps Nutrition for Weight Loss Grocery Shopping Prices and Paying Reading Signs and Ads Using Coupons Special Diets (Vegan, Halal) Prenatal Nutrition	Jun	Family	Family Vocabulary Family Trees Good Parenting Community Resources for Families Family Law Children's Rights Women's Rights Prenatal Care

English Language (EL) Civics Lesson Plans and Assessments

In partnership with the Workforce Innovation and Opportunity Act (WIOA), we teach English Language (EL) Civics lessons which are designed to engage ELD students in civic responsibility through community involvement. These monthly lessons correspond to our monthly unit plans and are tied to leveled assessments. These lessons incorporate high interest content with reading, writing, speaking, and listening tasks as well as role playing activities and games. The EL Civics assessments focus on level appropriate objectives and are differentiated to ensure that students at every level are able to participate.

not have a device with

~~Professional Development~~ ~~***and Lesson Plans***~~

~~On the second Thursday of every month, our teachers and staff participate in professional development. During this time, teachers gather by program and level. Curriculum planning, lesson planning, materials gathering and sharing, and assessment planning are essential to the successful implementation of our curriculum objectives. During this time, teachers work together to create, gather, and share materials that are aligned to the courses and levels based on the theme or subject. This collaboration of lessons, materials, and assessments are then shared on our Drive to ensure that teachers continue to have access to the shared documents.~~

~~**1.15: How the Instructional Program Supports the Development of Technology-Related Skills and Technology Use**~~

- ~~At HCCS we value and support technology because we understand that it is directly connected to our students' success. Experience, exposure, and proficiency in technology are critically important for our students and for all 21st century learners. Since the beginning of our school, our administration has made technology a priority. In the beginning, we were unable to acquire the newest technology available, and as result, digital literacy was not provided to the extent we would have hoped. We previously accepted refurbished technology in partnership with certain organizations. In a lot of ways, this helped us to ensure that students had access to technology in the early years of the school's development. Since then, technology has been implemented more and more, not only in a wider scope but in a more in-depth way. Our goal is for students to be able to utilize computers in a way that reflects the world in which they live. Since HCCS opened its doors to students in the 2014-15 school year, our technology department has expanded significantly. In the beginning, our Information Technology (IT) department was a one-person department. One person was enough to cover distribution of technology materials, maintenance, and~~ internet ~~connectivity. We now have a three-person IT team which consists of one IT Manager and two IT Technicians. At HCCS we are proud to say that our computer-to-student ratio is 2:1, and we work each year to upgrade classroom technology. At HCCS we will continue to increase access, improve our technology, and then utilize it in our classrooms.~~ access for use at home
- Most online tutoring is chat-based, requiring literacy and typing skills

- Linguistic barriers
  - Top 5 languages:
    - Dari
    - Pashto
    - Ukrainian
    - Russian
    - Spanish

~~Technology at Highlands Community Charter School is always evolving to meet both staff and student needs. A little over a year ago, HCCS was inundated with an unreliable network infrastructure. This meant that many employees and students were unable to print, check emails,~~

and use the internet consistently. We remedied this by completely changing the topology of the network. We completely upgraded our hardware and internet services. We were previously plagued with viruses and malware. This was solved with the introduction of Sophos Central. Lastly, most of our computers used by both staff and students were outdated. As was mentioned before, this has become a central focus to replace all student computers with updated laptops and provide all staff with more modern laptops, computers, online programs, and software.

One of our goals is to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and helping students to communicate in our modern world. Technology standards and objectives are integrated into our curriculum and are clearly defined for our teachers. Across varying sites, our teachers incorporate technology into their lessons. Our teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google docs, emails, etc. Our goal is to have all teachers using and adapting technology to accommodate our students' levels and needs. A new Digital Literacy curriculum is currently being piloted using Northstar Digital Literacy tasks and assessments, and soon it will be incorporated into our ELD and high school programs.

At HCCS we face a complex challenge with technology. Not all of our students, teachers, and sites have the same level of access to technology nor is the same level of technological access possible at all sites. Technology is not limited to computer access, but some sites have more specialized tools than others (e.g., smartboards, document cameras, printers, computer labs, etc.). To combat this issue, teachers encourage students to use their phones to access the internet and to use applications to access email, language applications, such as *Duolingo* and *Pronunciator*, and access classroom materials using Google Classroom. We are currently increasing access to technology at our off-site locations and working to ensure that access is equitable. This means purchasing more updated computers, installing projectors, and training teachers to implement digital literacy.

Our students have varying levels of knowledge and experience with technology. Some of our students are very familiar and comfortable using computers and computer programs. Some of our students have excellent typing skills, experience composing documents, sending emails, surfing the web, etc. while others struggle to turn on a computer. Our plan is to implement digital literacy diagnostic assessments to ensure that all of our students are able to use technology at a basic level for each student's class, and we are working with nationally recognized assessments like the Northstar Digital Literacy Assessment. Technology, academic success, career goals, and social engagement are all important for our students, and we believe that in order for students to be fully successful in the 21st century, they must become digitally literate.

CASAS Computer-based Assessments

At HCCS we use CASAS computer-based assessments for all of our students in reading, listening, and mathematics. CASAS assessments are standardized tests that are reliable and valid assessments for native and non-native English speakers. The purpose of the assessments is to track student progress over time. Although the assessment is available as a paper-based assessment, a computer-based assessment, and on the internet, at HCCS we use the computer-based format. We believe that teaching our students to use computers for their standardized tests

~~is a valuable and transferable skill. During CASAS, students practice turning on a computer, opening a program, typing personal information, using a mouse to navigate between screens, opening and closing windows, plugging headphones into a computer, adjusting the volume on their computers, selecting answers, and closing a program. We know how important these skills are for our students, and we support our students while they learn how to complete these basic computer tasks.~~

~~1.16: Graduation Requirements~~

~~At HCCS we have two primary programs with subgroupings in each. We offer a High School Completion program and an English Language Development (ELD) program. Under the high school program, we have Career Technical Education (CTE) pathways, and we offer a citizenship course under the ELD program. These elements, along with interventions and supplemental offerings, comprise our school's educational program. The high school curriculum at HCCS is based on the California Department of Education graduation requirements. The following chart shows what is required of high school students At HCCS with 200 credits minimum required to graduate.~~

HIGHLANDS
COMMUNITY CHARTER SCHOOL

GRADUATION REQUIREMENTS

English	30
Pre-Algebra	10
Algebra	10
Biological Science	10
Physical Science	10
World History	10
U.S. History	10
U.S. Government & Civics	5
Economics	5
Career Technical Ed.	10
Electives	90
Total	200

~~HCCS' high school students are eligible to graduate when they have been awarded 200 high school credits: 100 Academic, 90 Elective, and 10 Career Technical (CTE) credits. As part of the 200 credits, transfer credits and employment credits count toward this total. High school credits are awarded by 5 credits (in 9 weeks) and 10 credits (in 18 weeks). Currently, high school credits are awarded every nine weeks when students receive grades. During the 2014–15 and 2015–16 school years, high school students received grades every six weeks. During the 2017–18 school year, we transitioned from a six-week grading period to an eight-week grading period. As soon as the high school students complete 200 credits and those credits are verified, students are eligible to apply for their diploma. After students receive their diploma, they are asked to participate in a graduation ceremony.~~

~~Counselors and the registrar work together to compose an educational plan for each student. The registrar and counselors also collaborate to ensure transfer students have received all their previously earned credits. Thus, credits are verified once the registrar receives and processes the students' official transcripts from their previous school(s). Once the counselor is aware of the students' graduation status, counselors schedule students into their respective classes. It should be noted that each student is required to take either Career Success or Leadership in order to ensure their CTE requirements are fulfilled.~~

~~Counselors help ensure students will meet graduation requirements by conducting routine check-ins. Over the duration of each check-in, counselors update students on their academic progress; this includes discussing credits earned over the course of the each term. Moreover, each student~~

~~is provided with an academic progress report. In addition, counselors and students discuss the next class/classes students will enroll into and why. As an adult serving charter, we do not presently offer any college preparatory A-G courses.~~

~~Credits Awarded for GED and HiSET~~

~~At HCCS most of our students earn credits in two ways: by transferring them from a previous school or by earning them at HCCS through completing courses. However, we sometimes award class credit for students who have passed the GED or HiSET. For the GED, we award credits when students have completed certain sections of the GED where it is appropriate and when it is not prohibited by law. Students are also awarded credits for the HiSET. Students are awarded credits after passing either the English or Spanish version of the test, with the exception of English Language Arts, if the test is taken in Spanish. While students can earn credits, all HiSET students are enrolled in high school, and transcripts are evaluated by HCCS counselors and registrar. Credits are awarded from the HiSET on a case by case basis and are categorized as academic or elective as needed.~~

~~1.17: Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation~~

~~Highlands Community Charter School received a 3-year preliminary Western Association of Schools & Colleges (WASC) accreditation in the 2015-16 school year and is currently WASC Accredited through June 30, 2019. HCCS is currently undergoing the Self-Study process to renew the accreditation prior to expiration and has scheduled a seven person team of WASC representatives to visit HCCS's many locations during February of 2019. HCCS has grown exponentially as have our programs, locations, enrollment, and partnerships. Each instance of growth or change was centered on the benefits they would bring to our students. HCCS submitted substantive change reports to WASC in October of 2018, which were accepted.~~

~~HCCS school leadership has used the WASC Action Plan and Local Control Accountability Plan (LCAP) to align all student schoolwide goals. Through the implementation of the WASC plan and LCAP, HCCS engages in authentic stakeholder reviews and input on everything from budget and governance to facilities and curriculum. HCCS utilizes its diverse Leadership Cabinets as a critical review group that reviews, informs, and recommends programmatic development and improvement. The mid-year LCAP review, curriculum review, and WASC review act as internally-driven programmatic audits assessing progress against designated goals.~~

~~1.18: Informing Students about the Transferability of Courses~~

~~Students meet with their assigned counselors in one-on-one appointments that are set to make individual course maps and goals. During these individual meetings, the counselor discusses with the student his/her scope and sequence of all requirements and grade equivalents needed to ensure graduation and college acceptance. If a student is not on-target with his/her graduation road map, the counselor also helps amend his/her scope and sequence to earn necessary credit redemptions and all other prerequisites. Our ELD Navigators are bilingual or multilingual and~~

~~can provide necessary presentations and documents in the appropriate languages. ELD Navigators work with the students individually to educate them according to their individual goals.~~

~~Within the context of these relationships and various presentations, students will be informed about the transferability of courses to other high schools and college, including WASC accreditation. As HCCS is not a college preparatory charter school, it will not generally include A-G classes, but students will be informed that, as graduate, they may enroll in a community college or another college that does not require A-G college preparatory courses.~~

~~1.19: Transitional Kindergarten~~

~~Serving adults ages 22 years and older, Highlands Community Charter School does not provide a Transitional Kindergarten program. However, we do provide Early Childcare Education (ECE) courses as part of our Career Technical Education ECE program. Through this program, our adult students who are interested in Early Childcare Education provide care to non-school-age children of HCCS students in play care at various sites while working toward a Child Development Associate Teaching Credential and/or a State of California in-home Child Care License.~~

~~Academic Calendar and Schedules~~

~~1.20: School Calendar~~

~~The 2019-2020 calendar below indicates the beginning and end of instructional days for students in yellow. Highlighted in red are the student holidays, gray are breaks, and green are teacher work days/non-student days.~~

Highlands Community Charter School

2019-2020 School Calendar

July 2019

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2019

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

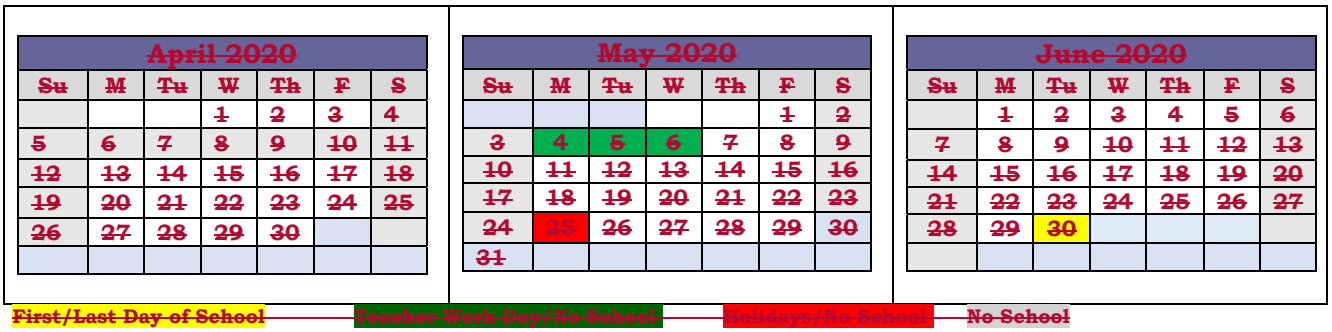

April 2020						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

First/Last Day of School — Teacher Work Day/No School — Holidays/No School — No School

Important Dates and School Holidays

July 8th	First Day of School/Track A	Dec 23rd – Jan 3rd	Winter Break
Aug 8th – 9th	Teacher Work Days	Jan 20th	MLK Day
Aug 12th	First Day of Track B	Feb 14th & 18th	Teacher Work Days
Sept 3rd	Labor Day	Feb 17th	President's Day
Sept 10th	First Day of Track C	Apr 6th – 10th	Spring Break
Nov 11th	Veterans Day	May 4th – 6th	Teacher Work Days
Nov 25th – 29th	Thanksgiving Break	May 25th	Memorial Day
Dec 13th	Teacher Work Day	June 30th	Last Day of School

1.21: Sample Daily Schedules

Through our daily schedules, we ensure that our students are making progress toward course level completion and high school graduation. Our schedules below are listed by program for regular days and early release days.

ELD Regular Day

Time	Period Description	Minutes Per Period
8:25–9:25	Writing & Grammar	60
9:25–10:00	Speaking & Pronunciation	35
10:00–10:45	Math & Consumer Economics	45
10:45–12:00	Reading & Vocabulary	75
12:00–12:25	Technology & Computer Literacy	25
Total		**240 Minutes**

ELD Early Release Day

Time	Period Description	Minutes Per Period
8:25–9:05	Writing & Grammar	40
9:05–9:40	Speaking & Pronunciation	35
9.40–10:15	Math & Consumer Economics	35
10:15–11:00	Reading & Vocabulary	45
11:00–11:40	Technology & Computer Literacy	40

Total		195 Minutes

English Language Development: Citizenship

	Monday	Tuesday	Wednesday	Thursday	Friday
5:00–7:00	History and American Government Vocabulary Listening	History and American Government Reading and Vocabulary	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening	Speaking and Pronunciation Listening Mock Interviews ———
7:00–9:00	Homework Review Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening N400 100q	Listening Speaking and Pronunciation N400: Textbook and CD/ Oral practice	Reading and Vocabulary Writing and Grammar N400 and 100q	Writing and Grammar Reading and Vocabulary Speaking and Pronunciation Listening Test Preparation	Quizzes and Tests
Total Minutes:	240	240	240	240	240

High School Regular Day

Time	Period Description	Minutes Per Period
8:00–10:10	English Language Arts	130
10:11–10:15	Break	
10:15–12:25	Algebra	130
12:26–12:59	Lunch	
1:05–3:15	American History	130
Total		**390**

High School Early Release Day

Time	Period Description	Minutes Per Period
8:00–9:45	English Language Arts	105
9:46–9:50	Break	
9:50–11:35	Algebra	105
11:36–12:14	Lunch	
12:15–2:00	American History	105
Total		315

Students must be enrolled in a program with these minimum minutes of instruction. This includes all of our CTE programs and partnerships.

1.22: Instructional Days and Minutes Calculations

Grades	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/ Below State Req't.
1	175	240	46	195	0	0	221	50400	50,970	570
2	175	240	46	195	0	0	221	50400	50,970	570
12	175	390	46	315	0	0	221	64800	82,740	17,940

1.23: Early College and Middle College

HCCS is not an Early College or Middle College High School. As such, requirements for these programs are not applicable to the educational programs at HCCS.

Professional Development

1.24: Recruiting Qualified Teachers

Highlands Community Charter School recruits highly qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers in Adult Education. This gives us the opportunity to market our charter school as a competitive organization in which to work. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

1.25: Ongoing Professional Development

Recognizing the importance of staff development and teacher training, Highlands Community Charter School honors its staff by providing numerous professional growth/orientation opportunities throughout the year. We give our teachers weekly opportunities to use additional out-of-class time for lesson planning, grading, and preparation. Additionally, we offer monthly workshops, trainings, and collaborative opportunities for each of our employees schoolwide within their departments. Some of these include the following:

- During more than half a dozen Teacher Work Days/Non Student Days, HCCS provides a full day of schoolwide staff professional development, offering sessions addressing such topics as employee benefits, community partnerships, CPR training, sexual harassment training, Safeschools Trainings, Catapult Emergency System training, etc.
- HCCS offers monthly instructional professional development days that feature break-out sessions and workshops led by our Professional Learning Coordinator and Lead Teachers addressing such topics as standards alignment and curriculum, use of instructional approaches, materials and assessments, application of technology in the classroom, cultural awareness, leadership, literacy/pre-literacy, etc.
- In addition, HCCS is committed to providing full-time certificated teachers with funding designated to support his/her participation in the pursuit of additional training, advanced degrees or designations, continuing coursework at the college or university level, or attendance at educational workshops and/or conferences, contingent upon annual budget allocations. Our teachers have attended EdTech, California Association for Bilingual Education (CABE), Positive Behavioral Intervention Systems (PBIS), Systematic Instruction and Phoneme Awareness, Phonics, and Sight Words (SIPPS), California Teachers of English to Speakers of Other Languages (CATESOL), CASAS Institute, and Workforce Investment Opportunity Act conferences.

Professional development and collaboration will continue to be scheduled on a regular and ongoing basis to support teachers and staff throughout their careers at HCCS. In establishing a professional teaching environment, HCCS will continue to ensure collaborative, schoolwide planning time for teachers to design student-focused curriculum, pedagogy, and assessment

through which students can make connections and deepen their understanding of concepts and achieve higher levels of academic success.

Moving forward, HCCS will continue to strengthen internal professional development, which will focus on curriculum alignment and teaching strategies/delivery. We plan to begin a structured and supported system for teachers to observe their peers and learn from one another first hand. Additionally, we are in the process of creating a systematic approach to external professional development, which will ensure that each teacher is allotted the same number of conference opportunities throughout the year. HCCS will continue to survey teachers and students' needs, allowing for those results to drive the professional development calendar.

In order to ensure that HCCS teachers are prepared to successfully deliver a rigorous curriculum, we hope to improve upon initial induction as well as ongoing professional development for all teachers in all disciplines. After much internal dialogue and cross-departmental discussion, HCCS created a professional development plan for the 2019-20 school year which will include common themes of curriculum implementation, teaching strategies, and improved communication.

	ELD	**HS**	**CTE**	**Office**
Summer	Curriculum: objectives, materials, lesson plans, rubrics	Collaboration: cross-curricular/team building	Curriculum: align to state mandated requirements	Customer Service: conflict management
Fall	Instructional Strategies: multilevel, differentiation	Leadership: teacher culture, sharing, CTSP	Engagement: student buy-in for CTE programs	Legality: registration, orientation, files, FERPA
Winter	Cultural Competency: teachers and students	Curriculum: standardize, accountability (check-ins)	Integration: high school/CTE course content	Health/Safety: process and protocol clearly delivered
Spring	Classroom Management: techniques, sharing, teams	Grading System: process for credits, progress reports	Relevance: graduation to job market transfer of skills	CASAS/ PowerSchool: training, internally and externally

At Highlands Community Charter School, we recognize the important role new teacher support plays in preparing great teachers for the rest of their careers as educators. It is the mission of the induction team at HCCS to not only provide regular support through mentorship and professional development but also provide new teachers with leadership skills and the opportunity to demonstrate their abilities through systems of professional growth. Partnering with both Sacramento County Office of Education's Induction program for Single and Multi Subject Credentials and the San Diego County Office of Educations' Designated Subjects Credentialing Consortium for CTE and Adult Education Credentials, HCCS facilitates and provides sponsorship through two years of growth and professional learning, covering the cost of tuition, training, and mentor partnerships. Highlands Community Charter School prides itself on helping

~~teachers build lifelong skills both in the classroom and in their long-term professional goals as academic leaders dedicated to the success of students.~~

~~Meeting the Needs of All Students~~

~~1.26: English Learners~~

~~Highlands Community Charter School is committed to all students, including English Language Learners ("ELLs"). HCCS meets all applicable legal requirements for ELLs as it pertains to annual notifications, student identification, placement, program options, ELL and content instruction, teacher qualifications and training, Reclassification to Fluent English Proficient status (RFEP), monitoring and evaluating program effectiveness, and standardized testing requirement. HCCS implements policies to assure proper placement, evaluation, and communication regarding ELLs and their rights.~~

~~Identifying English Language Learners~~
~~HCCS administers the Home Language Survey ("HLS") upon initial enrollment though our registration forms where students answer the following Home Language Survey questions:~~

1. ~~Do you speak English fluently?~~
2. ~~What language did you first learn to speak?~~
3. ~~What language do you most frequently read/speak at home?~~

~~These questions are used to determine a student's home language status as follows:~~

- ~~*English Only (EO)*~~
  ~~If the answers to the three questions are "English", the child is classified as English Only.~~

- ~~*Possible English Language Learner*~~
  ~~If the answers to any of the three questions on the Home Language Survey indicate a language other than English, or a combination of English and another language, and there is evidence of significant non-English exposure, then the student is assessed using CASAS to measure his or her level of English proficiency. The student is then consulted by a staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the student.~~

- ~~*Self-Identified English Language Learner*~~
  ~~If a student initially self-identifies as an ELL, s/he is immediately assessed for English language proficiency for appropriate placement and is automatically placed in an ELD classroom appropriate to his/her level.~~

    - ~~***Educational***~~Online tutoring by English-speaking tutors cannot support students with limited English proficiency

In-Person Tutoring Program ~~*for English Language Acquisition*~~Design
HCCS is in the process of contracting with a tutoring business to offer students in-person tutoring that will:

- Account for cultural and technological barriers when assessing student needs
- Staff tutors who can serve specific cultural and linguistic populations of greatest need
- Implement and refine best practices for providing one-on-one academic support
- Develop robust translated learning materials for students in multiple formats

Student Success Team (SST)~~As HCCS is required to timely identify potential ELLs and provide them with an effective English language acquisition program that affords meaningful access to the school's academic core curriculum, instructional plans for ELLs are (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.~~

~~HCCS implements our own English Learner Instructional/Master Plan. The instructional plan encompasses the following, including but not limited to:~~

- ~~How ELLs' needs will be identified;~~
- ~~What services will be offered;~~
- ~~How, where, and by whom the services will be provided;~~
- ~~How the program for ELLs is evaluated each year and how the results of this assessment will be used to improve those services (annual report of the assessments)~~

~~***Using Standardized Assessment to Support Student Progress***~~
~~In accordance with state and federal regulations, students whose HLS indicate that a language other than English is used at home are assessed for their English language proficiency level within 30 calendar days of enrollment. In addition, students are notified of the assessment results and program placement within 30 calendar days of initial enrollment.~~

~~Based on a student's overall performance on the CASAS, s/he may be classified as an English Language Learner or an Initially Fluent English Proficient (IFEP) student. Once a student is identified as an ELL, s/he is placed in an ELD class that supports her/his identified level. State and federal guidelines require each EL to be assessed annually to determine their progress in acquiring English language proficiency; however, at HCCS each student is assessed every six to eight weeks with the CASAS and additional end-of term assessments to capture progression and to advance through program levels efficiently until she/he meets the eligibility criteria and is Reclassified Fluent English Proficient (RFEP).~~

~~***Strategies for ELL Instruction and Intervention***~~
~~The instructional design model used at HCCS places heavy emphasis on differentiated instruction to meet the needs of the ELL population based on academic and language readiness. Through the well-defined professional development plan that accompanies this instructional design model, teachers are trained on a variety of instructional strategies to be used specifically with EL students. These strategies include support materials from state adopted materials,~~

~~academic language scaffolding, and full-time instructional support with our English language learner expert instructional staff. Our Professional Learning Coordinator conducts regular staff development sessions to review current practices and develop strategies for students.~~

~~In order for the ELL students to remain current with their peers, HCCS emphasizes alignment to state adopted standards and materials to ensure ELLs have the same core base of knowledge. Additionally, ELLs are provided with supplementary materials to create extensions and scaffolding to the curriculum for better understanding of the materials.~~

~~The use of academic language scaffolding demonstrates to ELLs the step-by-step processes to complete tasks on their own. Scaffolding includes several linked strategies including modeling academic language, contextualizing academic language using visuals, gestures, and demonstrations, and using hands-on learning activities that involve academic language.~~

~~Process for EL Reclassification~~

~~We have developed a process and an accompanying form outlining the criteria for EL reclassification. Specifically, we assess the four components laid out in CDE's guidance:~~

1. ~~We will continue to assess English language proficiency (ELP), using CASAS (Comprehensive Adult Student Assessment Systems) results, which we obtain every 6-8 weeks from our students. We pair that with internal measures of English language proficiency which are designed around our curriculum and are in turn aligned with state and federal standards.~~
2. ~~Our ELD teachers use both periodic and end-of-term assessments to review students' mastery of curriculum. Our high school teachers use formal assessments at the end of chapter, unit, and term to assess students' mastery of curriculum.~~
3. ~~As adults, our students are invited to participate with opinions and consultation regarding their readiness for reclassification. They are advised at the beginning of the year (or upon entry into our ELD program) and then annually of their rights and the process of reclassification.~~
4. ~~We use PowerSchool and other tracking methods to establish the range of performance by English proficient students, and then use those results to compare with ELs' performance.~~

~~Process for Monitoring Progress of ELs and Reclassified (RFEP) Students~~

~~We are making substantial improvements to our schoolwide curriculum for ELD classes, our internal assessments and instructors' ability to use them, and our entry and tracking processes for ELs' progress. With these fully in place, we will be better able to track students and obtain more useful data on ELs' progress. The same will be true of reclassified students as they proceed in our programs. Enhanced assessments and tracking, along with our Reclassification Specialist in charge of the reclassification and monitoring processes, will allow us to do more tracking during progress.~~

~~Process for Monitoring Progress and Effectiveness of Supports for Long Term English Learners (LTELs) and for Students At-Risk of Becoming LTELs~~

~~Given that our program is much shorter than six years, we have not implemented a process for identifying or monitoring the progress of LTELs. Nevertheless, we are improving our methods~~

for identifying and intervening with at-promise students. In our high school program, teachers and counselors have implemented a program to identify students at risk of not making academic progress. This process will help identify students at risk of becoming LTELs. The Reclassification Specialist, working with our data team, will also work within our ELD program to identify students whose progress is slower than expected.

1.27: Students Achieving Above Grade Level

While Highlands Community Charter School does not subscribe to a Gifted and Talented Education (GATE) specific program as we are primarily serving adults who have previously faced many obstacles to achieving academic success, our methodology meets the advanced educational needs of our high achieving students within the regular classroom by tailoring individualized learning plans for each of our students and providing level appropriate content and support. However, we recognize that many of these obstacles are not necessarily intellectual, and as such, we strive to identify and support our high achievers.

With our highly individualized learning plans and differentiated classrooms, identifying high achievers comes naturally as students are able to demonstrate proficiency and progress on a daily basis through one-on-one formative assessments, bi-monthly CASAS assessments, and course completion rates. In HCCS high school classrooms, students are able to progress through course content as quickly as they feel comfortable and are awarded grades and credits upon course completion even though course content is designed to take either nine (9) weeks or eighteen (18) weeks depending on the course. Additionally, all High School students at HCCS are assessed in reading and math every six (6) to eight (8) weeks. In the ELD classroom, students work in multi-level classrooms where their instructors formatively assess them on a daily basis and can freely adjust and deliver content complexity as necessary as multiple levels and content areas are being addressed daily. HCCS ELD students are assessed in reading, listening, and math by CASAS proctors every six (6) to eight (8) weeks. ELD Teachers administer summative assessments at appropriate times during the term, including at the term's end and award progress marks to determine whether individual students are ready to advance to the next level.

Based on these assessments, individualized and small group lesson plans are prepared for each student. Students working above content level are placed in the curriculum at the appropriate level, which allows them to work in a content-accessible environment. For example, a Low Beginning ELD student may be working in the Low Beginning curriculum in Writing but at a High Beginning curriculum level in Reading. This student might change group settings throughout the day to allow for higher stimulation of content through new group settings. This allows for individualized instruction in the coursework area that is appropriate for the student and allows them to work at a pace and in an environment that is most appropriate to their abilities. Students who are advanced in all content areas can work ahead in all coursework, and students who have a specific aptitude in one or two subjects can work ahead in those specific subjects but still receive the time and attention they need for content areas in need of deeper focus. This classroom-based, individualized learning environment allows academically high achieving students to accelerate their learning, propelling them more quickly toward high school completion and diploma obtainment.

Additionally, we currently implement or are working toward the implementation of the following enrichment programs for students who show great aptitude in other areas of the curriculum:

- Our Early Childhood Education (ECE) program students currently use *Edynamic* to access advanced classes and electives. We plan to train teachers on the use and implementation of this resource as an additional tool to support our high achieving students in their academic goals and keep them engaged in their learning throughout their academic careers here at HCCS.
- High achievers may currently choose to become teaching assistants in various elective classes, where they can hone their own academic skills through the guidance they provide other students with the direct support and oversight of the instructor.

By providing individualized programs for high achieving students, Highlands Community Charter School is able to meet the needs of those students who have a greater aptitude in one specific subject matter area, as well as those students who are high achievers in multiple areas. In this way, all students' needs are being addressed.

1.28: Students Achieving Below Grade Level

Students Achieving Below Grade Level

We choose to serve the unserved and recognize that this means many of our students have struggled with academic achievement in the past. We believe that all of our students are capable of greatness and go through great strides to remove obstacles to their achievement today. Our classrooms, by design, effectively serve students who, historically, are academically low-achieving, as well as those who are academically high-achieving.

Given the vast differences in educational, cultural, socio-economic, geographical, and emotional backgrounds of our students, we know that they will all learn at different paces. In the same way we identify and support our high achieving students, we use highly individualized and differentiated classroom setting and multiple assessment strategies to determine which of our students are in need of additional supports in order for them to successfully achieve their academic goals. Our individualized and differentiated classrooms support students in completing their required coursework and curricular content in a self-paced fashion, allowing them additional class time and instructional support to master curricular content before advancing.

By having a year-round learning program, our students are able to maintain their focus, motivation, and educational momentum with less interference of external distractions that might deter them from returning at summer's end. This promotes in our students a sense of commitment, and we regularly tell them, "Progress requires commitment, and commitment requires attendance." When our students feel committed to their own achievements, this leads to happiness which contributes to great learning environments for all and radiates to the surrounding community.

~~All of our students have decided to further their education because they desire to learn and produce purposeful, meaningful work in order to better navigate the world around them and participate in the community in contributory ways. When they are able to learn at their own pace, and the teacher, through his/her observations of each student, is able to prepare individualized lessons to meet the needs of the students in his/her classroom, this system has a foundation built on trust and respect of the individual, resulting in community members who make marked impressions on all those who witness success beyond expectations.~~

~~Our plan for low academic achievers includes three remediation areas. These include: Student Success Team (SST) plans, access to academic support programs, and the availability of supplemental materials to teachers.~~

~~Student Success Team (SST) members identify specific academic areas of need for low achievers and plan interventions that are monitored and reviewed at subsequent meetings. Plans include specific modifications within the classroom, resource materials and referral to supplementary assistance, and programs that target specific academic skills.~~

~~Programs, assistance, and services that target the needs of academically low achievers include:~~

- ~~Reading Specialist~~
- ~~High School Reading Skills classes~~
- ~~Multilingual Paraeducators~~

~~**Math Paraeducators**~~

At HCCS, the Student Success Team (SST) process is a collaborative, data-driven approach to identify and implement support strategies for students experiencing academic, behavioral, or attendance-related challenges. The goal is to equip educators with additional tools and resources to meet students' needs in the general education setting and, when necessary, connect students with services such as tutoring, counseling, or basic needs assistance. While SST may result in a referral to a 504 committee, its primary function is not to initiate such referrals.

SST Membership and Roles

SSTs are convened by the Director of Student Services or designee and include the student's counselor (as the facilitator), current teacher(s), the student, and guardians when applicable. Additional specialists such as social workers, speech therapists, healthcare providers, paraeducators, and language navigators may be invited based on student needs.

Referral Process

Students may be referred to the SST for persistent academic or behavioral concerns. Before referral, teachers must document the use of differentiated instructional strategies and collaboration with other staff. Referrals are submitted using a standardized form and must include relevant data such as attendance records, academic assessments, behavior logs, and prior interventions.

SST Meeting Process
Scheduling: SST meetings are scheduled promptly based on the urgency of the concern and include all relevant team members.

Data Collection
The team reviews comprehensive student data to inform the discussion.

- Intervention ~~Literacy Classes - our ELD non-literate students, who have had very little, if any, access to written texts in their native languages are provided specialized instruction by Second Language Learner (SLL) literacy specialists.~~
- ~~SIPPS Reading~~
- ~~Student Engagement Liaisons~~

~~HCCS's curriculum has the flexibility to provide concrete materials for those students who are not ready for more abstract learning. The flexibility of the curriculum also allows for students within a classroom to work at multiple skill levels. Students' individualized work plans are modified to target skill remediation as needed or to provide additional challenges for skills already achieved. In addition to the availability of a wide variety of materials, teachers have access to supplementary materials and support from the Resource Program. Teachers check out materials to target skill areas as needed. They also have access to the Pre-referral Intervention Manual (PRIM), which provides multiple classroom interventions for specific academic areas.~~

~~***Response to Intervention (RTI)/Student Success Team (SST)***~~
~~Highlands Community Charter School teachers and staff utilize the Response to Intervention Model (RTI) to address the educational needs of our low achieving students to ensure learning is occurring. Struggling students are identified by procedures established by each school site, including CASAS results, student performance below 70% in a core subject area and/or failing to make adequate progress to next level courses. These students are provided with interventions such as highly qualified, research-based classroom instruction, ongoing student assessment, multilevel and differentiated instruction, and strong student involvement. These services are provided by a variety of personnel, including paraeducators (i.e. teacher assistants) and teachers during a scheduled RTI period. After appropriately utilizing the RTI process, students requiring further modifications other than additional instruction and re-teaching will trigger the Student Study Team (SST).~~

~~The SST focuses in-depth on one student at a time and encourages the adult student to participate in finding solutions. The SST uses a systematic problem solving and coordinating approach to assist students, teachers, and staff in seeking positive solutions to concerns that are interfering with success and to maximize student potential. The SST clarifies problems and concerns, develops strategies and organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher, and student. This process informs individual and class wide actions to address issues such as use of classroom resources, behavioral management, and classroom modifications. Many students can benefit from an SST, including those students achieving below or above grade level and students who have experienced emotional trauma, behavioral issues, or language issues.~~

~~Anyone who has a concern for a student can refer that student to an SST based on the RTI model for consideration. Our adult students may also self-identify and seek services for themselves. The referring party completes an HCCS SST Referral Form and submits it to the Director of Curriculum and Instruction and the student's counselor, who establishes an SST meeting. Anyone who is connected with that student can be included in the SST to provide information to share about the student's strengths, concerns, and strategies that have been used in the past. These people may include, but are not limited to, teachers, parents, counselors, doctors, administration, social workers, advocates, and law enforcement. Progress on action items is monitored by setting a follow-up SST meeting date within 4-6 weeks of the initial meeting. At the follow-up SST meeting, action items are reviewed, and student progress is discussed. The follow-up SST meeting is documented on the *Student Success Plan Follow Up,* at which time the action plan may need to be modified and additional interventions may be added depending on student progress.~~

~~A key goal to the HCCS RTI model is to improve the outcomes for all students. After implementation of an SST plan and follow-up, if the problem continues, revisions to the plan may be discussed, or if necessary, a referral for special education or Section 504 assessment might be deemed necessary by the SST.~~

~~1.29a:~~ Planning
A tailored plan is developed with specific goals, strategies, responsible staff, and a timeline for implementation.

Follow-Up
A follow-up meeting is held six weeks after the initial meeting to assess student progress and adjust the intervention plan as needed.

Documentation
All decisions, meeting minutes, and progress reports are documented and stored in the student's confidential file in accordance with FERPA and HCCTS policy.

SST Outcomes
The SST may recommend continued interventions within the general education setting, changes in instructional methods or placement, referrals to support services or external agencies, or, if appropriate, a referral to the 504 Committee. All recommendations are monitored and evaluated for effectiveness.

Confidentiality and Compliance
SST processes comply with all applicable privacy laws, including FERPA. All records and discussions remain confidential and are shared only with authorized personnel.

Socioeconomically Disadvantaged~~/Low Income~~ Students

At Highlands Community Charter School, students from low socioeconomic backgrounds thrive and learn in a nurturing, caring, and collaborative environment. HCCS identifies

socioeconomically disadvantaged~~/~~ and low~~-~~-income students consistent with state and federal definitions upon registration through our Household Income Data Collection form~~, and the information collected is recorded in our~~ and PowerSchool SIS system~~, allowing HCCS staff to monitor and track students in this~~. This subgroup~~.~~ makes up a large majority of our student population.

~~As a large majority of~~To best serve our ~~student population are identified as~~ socioeconomically disadvantaged~~/~~ and low~~-~~-income students, HCCS provides professional development that is focused on intentional instruction, reflecting a diagnostic approach that is driven by identified instructional needs. HCCS teachers understand the importance of positive teacher-student relationships and how to incorporate continual monitoring and assessment to guide instruction. Students participate in ~~fun~~ academic enrichment activities that ~~are aligned to~~align with their level-pacing academic plans and ~~are taught~~learn cognitive strategies such as the structure of language, how to establish goal-setting and procedural self-talk, how to sort relevant from irrelevant cues, and how to use mental models. Additionally, ~~in order~~ to meet the economic needs of ~~this subgroup of~~these students, HCCS holds workshops with partners on issues related to economic need~~.~~ and building financial independence.

Instructional Days and Minutes Calculations

HCCS maintains multiple bell schedules that consistently exceed the minimum instructional time required under Education Code Section 47612.5(a), which mandates 64,800 minutes annually. Both AM and PM bell schedules detail 5 consist of 5 instructional days, Monday through Friday with 5 periods each except on 17 modified Friday schedules designed to incorporate time for teacher professional development. The Academic Calendar(found on page 25) includes 197 instructional days, 180 regular and 17 modified Fridays, totaling 65,087 minutes for both AM and PM schedules.

Instructional Minutes Report (Full Day) *Bell Schedule* *2025-2026*				**Instructional Minutes Report (Teacher PD)** *Bell Schedule* *2025-2026*		
AM Bell Schedule				**AM Bell Schedule**		
PLC - Planning	8:00 - 8:45 am	0		PLC - Planning	8:00 - 8:45 am	0
Period 1	8:45 - 9:51 am	66		Period 1	8:45 - 9:38 am	53
Passing Period	9:51 - 9:53 am	2		Passing Period	9:38 - 9:40 am	2
Period 2	9:53 - 10:59 am	66		Period 2	9:40 - 10:33 am	53
Passing Period	10:59 - 11:01 am	2		Passing Period	10:33 - 10:35 am	2
Period 3	11:01 - 12:07 pm	66		Period 3	10:35 - 11:28 pm	53
Passing Period	12:07 - 12:09 pm	2		Passing Period	11:28 - 11:30 pm	2
Period 4	12:09 - 1:15 pm	66		Period 4	11:30 - 12:23 pm	53
Lunch	1:15 - 1:45 pm	0		Lunch	12:23 - 12:53 pm	0
Period 5	1:45 - 2:51 pm	66		Period 5	12:53 - 1:46 pm	53
PLC - Reflection	2:51 - 4:30 pm	0		Professional Development	2:00 - 4:30 pm	0
	Total Instructional Minutes:	**336**			**Total Instructional Minutes:**	**271**
PM Bell Schedule				**PM Bell Schedule**		
PLC - Planning & Reflection	2:00 - 4:00 pm	0		Professional Development	2:00 - 4:30 pm	0
Period 6	4:00 - 5:06 pm	66		Break	4:30 - 5:05 pm	0
Passing Period	5:06 - 5:08 pm	2		Period 6	5:05 - 5:58 pm	53
Period 7	5:08 - 6:14 pm	66		Passing Period	5:58 - 6:00 pm	2
Passing Period	6:14 - 6:16 pm	2		Period 7	6:00 - 6:53 pm	53
Period 8	6:16 - 7:22 pm	66		Passing Period	6:53 - 6:55 pm	2
Passing Period	7:22 - 7:24 pm	2		Period 8	6:55 - 7:48 pm	53
Period 9	7:24 - 8:30 pm	66		Passing Period	7:48 - 7:50 pm	2
Lunch	8:30 - 9:00 pm	0		Period 9	7:50 - 8:43 pm	53
Period 10	9:00 - 10:06 pm	66		Lunch	8:43 - 9:13 pm	0
Site Close	10:06 - 10:30 pm	0		Period 10	9:13 - 10:06 pm	53
	Total Instructional Minutes:	**336**		Site Close	10:06 - 10:30 pm	0

Instructional Requirements Report *2025-2026*				
AM Bell Schedule				
Weekdays	*InstructionalMintues per Day*	*InstructionalDays*	*Grand TotalMinutes*	
All (M-F)	336	180	60,480	
Teacher PD Days	271	17	4,607	
PM Bell Schedule				
Weekdays	*InstructionalMintues per Day*	*InstructionalDays*	*Grand TotalMinutes*	
All (M-F)	336	180	60,480	
Teacher PD Days	271	17	4,607	
Instructional Requirements				
Requirement		*Requirement*	*Meets Requirement?*	*Notes*
Annual Instructional Minutes Required for Grades 9-12 (AM)		EDC 47612.5:64,800	Yes	65,087.00
Annual Instructional Minutes Required for Grades 9-12 (PM)		EDC 47612.5:64,800	Yes	65,087.00
Required Minimum Miutes per Day (AM)		EDC 46141:240	Yes	336.00
Required Minimum Miutes per Day (PM)		EDC 46141:240	Yes	336.00
Earliest Start Time for High Schools		EDC 46148:8:30 AM	Yes	9:00 AM start
Minimum Number of Days per Track		EDC 47612(d)(3):175 Days	Yes	197
Attendance Charters Must Require of Students		EDC 47612.5(e)(1):80%	Yes	In Board Policy
Required Percentage of School Days for Each Track Prior to April 15		EDC 47512(d)(5):55%	Yes	73%
Month	**Instructional Days**	**Instructional PD Days**		
July	0	0		
August	11	1		
September	19	2		
October	21	2		
November	12	2		
December	13	2		
January	17	2		
February	16	2		
March	17	2	Excess Minutes	287
April	16	1	Excess Days	0.85
May	19	1		
June	19	0		
Total	**180**	**17**		

Graduation Requirements

HCCS' high school students are eligible to graduate when they have been awarded 180 high school credits: 110 Academic including a mandatory 10 credits academic credits from Workforce Readiness courses, and 70 in elective or Career Technical Education (CTE) credits. As part of the 180 credits, transfer credits and employment credits count toward this total. As soon as the high school students complete 180 credits and those credits are verified, students are eligible to apply for their diplomas. After students receive their diplomas, they are asked to participate in a graduation ceremony.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements left to graduate. Each student is provided with an academic progress report. In the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2030-31 school year.

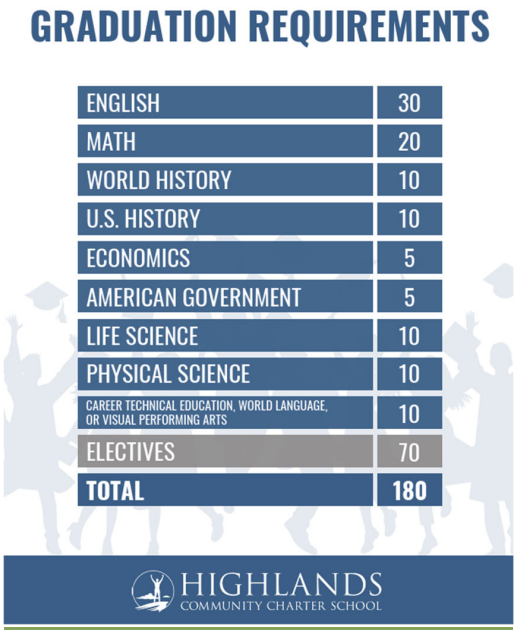

Attendance Policy

HCCS recognizes that attendance is a critical indicator of student progress and overall academic success. Despite the inherent challenges in ensuring consistent engagement among adult learners across all instructional periods, the school remains committed to full-day attendance expectations for all students.

In the 2024–2025 school year, HCCS has implemented a series of initiatives aimed at improving student attendance, enhancing the accuracy of attendance reporting, and strengthening accountability measures for both educators and administrators. These efforts include the adoption of a revised Attendance Enforcement Policy (BP 5113.1) by the HCCS Board of Directors on March 20, 2025. Key changes in the updated policy include:

- 80% Daily Attendance Rule: Students must be present for at least 80% of scheduled instructional hours weekly.
- 15-Minute Rule: Students who check in but leave within the first 15 minutes of class without prior approval will be marked absent. Repeated violations may result in intervention and disenrollment.
- Meaningful Engagement: Attendance is verified by meaningful engagement. Students who check in but fail to participate meaningfully will be marked absent.
- Forgery of Attendance Records: Any student found falsifying attendance records, including signing in for another student, will face disciplinary action, including possible suspension, expulsion, or disenrollment.

HCCTS employs tiered intervention strategies to support students struggling with attendance before taking disciplinary action:

- Notifications: Calls, text messages, and emails will provide immediate alerts to students who have not met attendance requirements.
- Outreach & Support: Students flagged for low attendance will be contacted by school staff to assess barriers and develop a support plan.
- Attendance Contracts: Students with ongoing attendance issues may be placed on a probationary attendance contract outlining expectations and consequences.
- Disenrollment Procedures: Students failing to meet attendance requirements after documented interventions may be disenrolled following due process, as outlined in BP 5111.5 (Disenrollment).

Additionally, HCCS has drafted and adopted the following policies to help enforce attendance.

- 5111.5 Disenrollment and Involuntary Removal (Revised and Approved 03/20/2025) - Outlines the involuntary disenrollment for students who accumulate ten consecutive unexcused absences despite HCCS staff's efforts to re-engage them.
- 5120 BP Satisfactory Academic Progress (Approved 03/20/25) - Outlines students must maintain active attendance
- 5131 BP Student Conduct (Revised and Approved 03/20/2025) - Outlines the ramifications of students who forge attendance records
- 6164.5 BP Student Success Teams (Revised and Approved 04/25/2025) - Outlines interventions to support students reportedly struggling with attendance

In addition to the board policies, HCCS has updated the bell schedule for the 2025-2026 school year, which now contains 5 periods rather than 3 periods for the AM schedule. It meets the minimum number of instructional minutes, and it has only one PM schedule for all sites, rather than three (as in the 2024-2025 school year).

Record Retention & Compliance

- BP 5120 (Satisfactory Academic Progress) now mandates that manual attendance records, including sign-in sheets, be retained for three years in both physical and digital formats to ensure compliance with California Code of Regulations, Title 5 and facilitate accurate auditing.
- The Director of Attendance is responsible for overseeing record retention and compliance audits to maintain regulatory standards.
- Random attendance audits will be conducted regularly to identify and prevent discrepancies.

We believe in holding our students accountable and supporting them when they need it. Our paraeducators, teachers, and counselors maintain communication with our students when students are absent. We want to ensure that if our students are having personal hardships, we are supporting them and providing them with every service we have available, either at HCCS, at one of our partner organizations, or at an external location.

Attendance Calendars

In the 2024-2025 school year HCCTS contracted with Charter Impact to assist with setting up 20-day Attendance Calendars in PowerSchool to ensure correct divisors in calculating ADA for P-2.

Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward.

An example of the 20 day calendar can be seen below for the 2025-2026 school year:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ATTENDANCE CALENDAR

SCHOOL MONTH	DATE RANGE	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	DAYS OF INSTRUCTION	TOTAL
1	8/4/2025 - 8/29/2025	AUG 4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	17	
2	9/1/2025 - 9/26/2025	SEP 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	19	
3	9/29/2025- 10/24/2025	29	30	OCT 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	20	
4	10/27/2025 - 11/21/2025	27	28	29	30	31	NOV 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	19	75
5	11/24/2025 - 1/19/2025	24	25	26	27	28	DEC 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	15	
6	1/5/2026 - 1/30/2026	JAN 5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	19	
7	2/2/2026 - 2/27/2026	FEB 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	18	
8	3/2/2026 - 3/27/2026	MAR 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	19	146
9	3/30/2026 - 4/24/2026	30	31	APR 1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	13	
10	4/27/2024 - 5/22/2026	27	28	29	30	MAY 1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	20	
11	5/22/2026 - 6/19/2026	25	26	27	28	29	JUN 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	18	197
12	6/22/2026 - 6/30/2026	22	23	24	25	26	29	30														7	
																				FULL YEAR		204	74%

PD DAYS	
HOLIDAY	
THANKSGIVING BREAK	
SPRING BREAK	
WINTER BREAK	

FINAL COMPLETE P1 MONTH	
FINAL COMPLETE P2 MONTH	
FINAL COMPLETE PA MONTH	

Academic Progress

HCCS has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California

regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

Career Technical Education (CTE)

CTE programs provide students with hands-on job training while earning course credits and industry recognized certifications. Courses help students build skills for careers, develop student agency and confidence, and build social capital, all while pursuing career pathways that allow students to earn a liveable wage

HCCS recognizes the importance of robust Career Technical Education programs, especially for traditionally underserved students. Programs in the past were developed with student interests in mind and course expansion was historically based on student interests. Moving forward, HCCS will align workforce needs with student interests to identify the most viable CTE classes and pathways.

Currently, HCCTS offers one Personal Finance course as part of our CTE program. We are looking to add a licensed real estate class, relaunch the culinary, welding, health services, early childhood education, and digital literacy classes in the new calendar year. Further efforts to expand CTE offerings revolve around business, community organization and school partnership. The redesign effort is just beginning, and involves identifying the leading businesses and industries in the Greater Sacramento Metropolitan that have job opportunities at liveable wages and can support workforce development pathway programs for students with industry aligned certificates. Community-based organizations are serving as intermediaries to facilitate employer and school-based connections, and later to provide adult mentors and internship opportunities for students. The redesign emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work based learning. New courses will be carefully vetted and released in phases.

Highlands Community Charter School currently offers one Personal Finance through the CTE program in 2025-26. To grow capacity and pathway offerings, our CTE program is entering a redesign led by a cross functional team. We are centering student voices and using labor market data and teacher input to shape offerings that put learners first. The plan emphasizes clear pathways based on local and regional employer needs, flexible schedules, strong language supports, and meaningful work based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

HCCS will have seven CTE programs in the 2025-2026 school year:

- Culinary Arts
- Digital Literacy and Multimedia
- Early Childhood Education (ECE)
- Medical Services
- Microsoft Office Specialist (MOS) Certification

- Personal Finance
- Real Estate

Culinary Arts

Culinary Overview

Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications

- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements

- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non-slip shoes for lab days

Work-based Learning

- Guest chefs, site tours, catering practice for school events, community tastings
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification, where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School-issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements

- Completion of project-based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based Learning

- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress

- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview

Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language supports are embedded for multilingual learners.

ECE Target Certifications

- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements

- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning

- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress

- Hiring teachers for this program
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview

Entry-level health care services skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications

- American Heart Association BLS CPR and First Aid
- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements

- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning

- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview

Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications

- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements

- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based learning

- Real world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress

- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview

Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investment. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications

- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program requirements

- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work based learning

- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress

- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026

Personal Finance Progress

- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview

Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications

- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements

- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning

- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress

- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability and Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions

- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next level training

Workforce Services

The Center for Workforce Solutions is located at the main campus on Hillsdale Blvd. The Center accepts both walk-ins and appointments and connects students to a variety of services including:

- Job fairs

- ~~1.29b: Students~~Job search services
- Assistance with ~~Disabilities~~CalJOBS
- Application help
- Resume and CV writing
- Cover letter writing
- Interview practice and preparation
- Job postings
- On-site interviews and hiring
- Free Application for Federal Student Aid (FAFSA) support
- College campus tours
- Referrals to partners and other external agencies
- Center for Workforce Solutions

Workforce Innovation and Opportunity Act

In 2014, the Workforce Innovation and Opportunity Act (WIOA) became law, formerly known as the Workforce Investment Act (WIA). It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs.
~~Overview~~

Under Ed. Code 47605.1(f)(1) HCCS provides instruction exclusively in partnership with the federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.), now known as WIOA. HCCS partners with The Sacramento Education and Training Agency, the local workforce development board for Sacramento County. All students may only be admitted under the terms of an exclusive partnership agreement, which limits students to those 22 years of age or older.

Under Education Code 47605.1(f), other than being required to have sites in California, there are no other jurisdictional boundaries for campuses of Highlands Community Charter School due to our WIOA exclusive partnership requirement.

Technology

HCCS students have varying levels of knowledge and experience with technology. Some students are very familiar and comfortable using computers and computer programs. Some

students have excellent typing, composition, and internet skills, while others struggle to turn on a computer.

HCCS prioritizes and supports the use of technology in our learning environments because increasing experience and proficiency with technology contributes to successful educational outcomes and better career opportunities for 21st-century learners. Because digital resources can provide valuable benefits to our students, we design our learning programs to help them build digital literacy for the modern age.

One goal at HCCS is to help students integrate technology into their lives via classroom lessons, relevant examples, classwork, projects, and opportunities to improve communication skills. Technology standards and objectives are integrated into the curriculum and clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize key tools such as email and document sharing. HCCS expects teachers to use and adapt technology as appropriate to accommodate students' varying skill levels and educational needs. In addition, the IT Department and Digital Navigators work diligently to support teachers and students who need assistance expanding their digital skills.

In recent years, HCCS has overcome complex challenges to ensure that its students, teachers, and school sites have equitable access to technology. With support from our IT Department, all HCCS classrooms now have access to the items listed below.

Equipment Available in HCCS Classrooms

Standard Equipment (All Classrooms)

- Projector onto whiteboard
- Document Camera
- Speakers
- 30 Chromebooks
- 30 over-the-ear headphones w/mic
- 1 Charging cart

Available upon Request (All Classrooms)

- Additional Chromebooks and headphones
- Projector Screen
- Student Earbuds

We believe that digital literacy will become increasingly crucial for student success in the 21st century, with benefits for academic achievement, career opportunities, and social engagement. Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, HCCS seeks to ensure that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society.

Student Services
Highlands Community Charter School has a unique opportunity to work with adult learners who have faced many life challenges. As a result, our students require a wide range of academic, career, and personal support to achieve their goals. In the 2025-26 school year, we have the opportunity to sustainably grow our student services staff, which faced staffing cuts during restructuring in the first part of the year. At the time of this material revision, we plan to develop an Intervention Coordinator role to support partnerships with community agencies. These agencies provide essential support well beyond what HCCS can offer, such as dental and medical services, nutrition, child care, housing support, and other necessities that will support their academic success.

Orientation/Student Onboarding
HCCS holds an orientation at the beginning of each year to help students become familiar with the school's policies, procedures, and programs, supporting student agency in making informed decisions about their academic plan. In August 2025, the orientation was expanded to provide additional clarity regarding updated academic policies, attendance requirements, the new five-period bell schedule, and our new curriculum, Savvas.

Navigators
To ensure equitable access to our programs, HCCS has employed dedicated staff members to ensure every student understands all the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators provide multilingual communication, academic and career support, and access to community resources. HCCS Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, as part of organization restructuring, the Navigators were released from their positions. HCCTS plans to redesign and reinstate the Navigator program, with staffing and implementation to begin by January 2026.

English Learner (EL) Services and New Student Supports
HCCS provides comprehensive support for new students and English learners. HCCS student services staff provide comprehensive orientation services that help students navigate the HCCS system. The academic supports are listed in the educational philosophy section. HCCS also provides native language support and cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology set up support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community.

Student Advisory Council
In the 2025-2026 school year, HCCS will establish two Executive Student Advisory Councils – one for the AM student cohort and one for the PM student cohort. In Fall 2025, the Chief Academic Officer (CAO) will meet with students nominated for the Advisory Councils. The first student advisory council meeting is set for mid-November. The Councils will meet quarterly with the Executive Director to contribute student perspectives on HCCS initiatives, increasing student agency, belonging, and leadership. The quarterly meetings provide consistent

opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships

Highlands Community Charter School serves a very high-needs student population and has developed multiple partnerships with external organizations to address those needs. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:

- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of HCCS services. This includes connecting students to dental services, food banks, clothing, etc.

Student Support and Counseling

We are proud to have highly trained, compassionate counselors who support every student. Our counselors can provide assistance and information on many issues, including:

- Family issues
- Personal issues
- Conflict management
- Substance abuse and recovery
- Student support groups
- Homeless services
- Accessing government programs
- FAFSA
- Parenting and family resources

Our students face many challenges and have many barriers to completing their education and accomplishing their goals. At HCCS, our counselors understand our students' needs and assist them by addressing barriers because we want our students to complete their classes and graduate. We believe that by meeting our students where they are, they are more likely to continue and complete their programs to graduate.

Services for Students with Disabilities

Overview

Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older. Therefore, it is not required to join a SELPA pursuant to Education Code 47641(a), either on its own or with a grouping of charter school LEAs as a consortium. As such, HCCS does not receive state and federal revenues in accordance with SELPA's allocation plan.

HCCS will continue to make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates ~~serving~~governing service to students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). Students will receive information about Section 504 protections when enrolled in the program.

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services only through age 22, but HCCS integrates IDEIA principles as part of its mission to provide K-12 educational opportunities to adult students in compliance with all applicable laws. For students who provide the school with a copy of a previously approved IEP, the Student Success Team ("SST") will review the IEP and work with the student to identify reasonable accommodations that provide equal access to the student's educational program, including a 504 plan if appropriate. HCCS will incorporate the student's reasonable accommodation needs into the student's educational plan as part of their individual learning strategy based on identified needs in the previous IEP.

Disabled students without a previous IEP may request reasonable accommodation by contacting school staff. Accommodation requests will be referred to the SST, who will evaluate the request, review the student's documented needs, and work with students in an interactive process to determine what accommodation is necessary to support their academic success.

504 services can also begin with a Response to Intervention based on academic challenges identified by Student Success Team members. The team will work with the student to identify individual barriers to academic success and create an academic support plan. If the student does not make satisfactory progress and consents to evaluation, they may be referred for evaluation under Section 504 of the IDEA. Any decision to deny or grant a reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEA, ADA, and the California Education Code.

HCCS does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

solutions offered by the school or propose a different alternative as part of the interactive process.

Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to HCCS's educational programs, as required by 304 C.F.R. 104.44. HCCS may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Plan and Timeline for Maintaining Western Association of Schools and Colleges (WASC) Accreditation

In the 2024–2025 school year, HCCS completed a comprehensive WASC Self-Study that involved 12 internal focus groups and resulted in the development of a six-year WASC Action Plan aligned with LCAP goals. Over 200 staff members and nearly 100 students participated in the self-study process through these focus groups. In October 2024, a six-person WASC Visiting Committee conducted a three-day site visit, holding eight additional focus groups with staff and students. The committee visited 14 sites in person and reviewed 18 more virtually through pre-recorded tours. Following this extensive review, the Visiting Committee evaluated HCCS across 14 accreditation status factors, rating 11 as Highly Effective or Effective, 3 as Somewhat Effective, and none as Ineffective.

In March ~~Highlands Community Charter School is categorized as an independent LEA, serving adults 22 years of age and older and is not required to join a SELPA pursuant to Education Code 47641(a) either on its own or with a grouping of charter school LEA's as a consortium. As such, HCCS does not receive state and federal revenues in accordance with the SELPA's allocation plan. However, if a student, who previously had an IEP, enrolls at HCCS, a copy of the previous IEP is reviewed to identify specific learning disabilities from the SST to determine if the student is then 504 referable. If HCCS can meet the accommodation requirements from the previous IEP, then these accommodations will be incorporated into an SST as strategies. Any decision to deny or grant an accommodation by the SST shall be made in accordance with the law. Implementation of Special Education service begins with a Response to Intervention and pre-referral remediation and monitoring of low achievers by Student Success Team members. The team identifies problem areas for low achievers and plans interventions that are monitored and reviewed at subsequent meetings. When students do not make satisfactory progress after implementation of remedial programs and strategies, they may be referred for evaluation under Section 504 of the IDEIA.~~

~~Students in this subgroup are monitored in the same way as their general education peers except with some accommodations and modifications according to each student's SST or 504. Special education teachers are expected and required to provide progress reports on SST/504 goals at the same frequency in which general education teachers provide report cards and progress reports.~~

1.30: Students in Other Subgroups

Former Foster Youth

HCCS students are identified as former *Foster Youth* through enrollment applications. HCCS tracks students formerly in foster care through CALPADS. Students' assigned school counselors at HCCS meet the needs of each student individually by providing access to resources (e.g., clothing closet, food pantry) or to partners and mental health providers who are readily available to assist with the mental health needs frequently associated with students formerly from the foster care system. Interventions for students formerly in foster care are provided as needed through an SST (Student Success Team) process, which is provided depending on need based in academic and behavior performance. Additional support is provided to HCCS former Foster Youth through our student meetings and teacher and administrator open door availability. Teachers track how former Foster Youth are performing academically in their SST Action Plans after each benchmark to ensure they are maintaining growth.

Standard English Learners

Standard English Learner (SEL) students who speak African American Vernacular English (AAVE) and Latino American Language have mastered a language variety that is of a non-mainstream form. Each of these varieties is based largely in English vocabulary and grammar but employs its own phonological, lexical, syntactic, discourse, pragmatic, and usage features. These non-mainstream varieties are systematic and highly structured, with explicit rules for forming sounds, words, and sentences and are highly effective and useful as language systems in their communities of practice. The retention and application of the complex linguistic rules of these English varieties generate differences between the students' home speech and the language of the school. SELs are identified through examination of writing samples since SELs tend to write in an oral style that reflects the dialectical variance. Teachers and Specialists meet the needs of this subgroup through daily classroom instruction and support. HCCS provides focused professional development for its instructional team and monitors the progress of students in this subgroup through assessments and tasks that identify features of AAVE and Mexican American English such as students' ability to use context clues, word parts, multiple choice, examining writing samples, and monitoring fluency.

"A Typical Day"

1.31: A Day in the Life of HCCS

Many of our students start their day with their children, getting them ready for school, walking them to school, to the bus stop, or dropping them off in their car. Some of our students bring their small children to school at HCCS with them for play care. For our night classes, our students often arrive at school right after work.

Once our students arrive at school, they go to class, greet their teachers and classmates, enjoy tea or coffee, and settle into class. Days typically start with a warm-up, reading, or discussion to get

students' brains warmed up and excited for the day ahead. Our teachers utilize thought provoking subjects to spark our students' intellect.

All of our classrooms utilize technology – many of them in very innovative ways. You may find a teacher utilizing Google Classroom and assigning projects to students which they receive on their personal cell phones. Other classrooms may utilize personal laptops where students can independently research topics, use web-based tools in study groups, or work on their resumes. Each teacher is able to tailor the classroom technology to his/her student population. For our multilevel high school classes, students are grouped at tables by the subject they are currently studying and work as a team towards their projects or work.

One of the most cherished experiences of our students at HCCS is the diversity of our "HCCS family". We have students from over 60 countries who speak 30 different languages. Our students become friends, support systems, mentors, and sometimes family during their time at HCCS. While walking our campus at lunch or break time, you will find diverse groups of students socializing together, laughing, or sharing food. Food is a huge part of the HCCS culture. It brings people together, allows our students to share their culture, and strengthens the relationships of our students.

Our high school students rotate classes based on their credit deficiency and level. A high school student's typical day could start in our English classroom, where they are reading a novel, then go to their pre-algebra or algebra course, where every student who walks through our doors with math anxiety leaves with confidence and appreciation for math, and their day may end in a career success class where they are learning about soft skills, interviewing techniques, and proper career attire.

During their time at HCCS, our students will come into contact with a number of different support personnel from paraeducators in their classrooms who can provide one-on-one assistance to career counselors in the student success center who can assist with record expungement, license reinstatement, and refer students to part-time employment to survive while attending school. Their counselor checks in with them on a regular basis, and our clear connection group provides a weekly support group for students who are dealing with a variety of addictions.

Student Biographies

Lupe Aguilera spent most of her life making noise so that someone would notice her. As a child, who grew up in a family of 14 siblings, Lupe was never given the recognition or support she needed to believe in herself. What's worse is that no one believed her when she told them she was being abused in her own household. "It got to the point where I wanted to just shut myself out. So I got myself into trouble all the time because I felt like my mom wasn't paying attention to me," Lupe said. "I thought if I got into trouble, maybe she would start paying attention to me." When she realized no one was listening, Lupe said she started to act like the housemaid in order to get herself away from her abuser. She would clean up the five-bedroom, three-bathroom home once a week so that she could get permission to leave for as long as she liked.

Lupe went from couch to couch, family to family, group home to shelter, trying to find someone, anyone who would care. Finally, she found that one person who turned it all around for her, but it wasn't until much later in her life—after she had already had two children of her own. "I was in the shelter with my kids, and I was still messing up—still coming home late and drunk. I couldn't get it right. After a while, the workers at the shelter called me in. They were just tired of me because I couldn't get my shit together," Lupe remembers. They all sat Lupe down at a table and told her that everyone had voted her out, that no one wanted her there anymore, and that they didn't see anything in her. They told Lupe what she had been convincing them of all along—a truth she had believed herself.

"But there was this one guy there. His name was Jeff, and I'm never going to forget hi. He told me, 'I do see something in you, and I think you should stay. I think you should work this program like I know you can.' And ever since he told me that and believed in me, I got my shit together. I think I was just always looking for someone to do that, but I didn't know that it was that I needed," she said. Finding her place in this shelter helped Lupe to understand that when you fall down, it's okay to ask for help getting back up. "When I initially left to join the shelter, I told my parents, who I was living with at the time, that I was going to a hotel because I knew they would disown me if I told them. They had too much pride and thought they could help me themselves. Plus, me living with them was providing them with more disposable income," she said.

But once Lupe broke down and told her parents, the opportunities started opening up. "They were so mad at me," Lupe said as she started to cry. "I just told them that it's good for me and good for my kids and that I'm trying to be something better that I know I can be." Shortly after, Lupe earned a spot in transitional housing and started making strides for herself and her family. She started working full time and attending AA and NA meetings. "I couldn't believe I was making moves without having a partner by my side," Lupe said, "because Mexican women think that we need a partner to be with us because they are going to be our suppliers for everything and that we gotta depend on them, but it's not true. We need to know that we can depend on ourselves."

The outreach that she received through her shelter and those giving back in the community shook Lupe to her core. "It was so crazy—I never knew there were people out there like that. It made me change my ways," she said. Lupe said when she looks back on the years of her life that were spent high, she remembers how desperate she felt and doesn't want to ever return there. "I was going crazy. Like I would see or hear things that weren't even there. I would take so many pills, and I would faint," she said. "I just want to be better. My mom has always been that person who takes advantage of everybody. So I didn't want to be like my mom, and I still don't want to be like my mom. I think that's why I try to do everything I can for my kids now."

Lupe's relationship with her children has evolved greatly over the years, and she has finally won custody of her boys from a relationship which caused her much turmoil in her past. "Going through the custody battle with my kids was so hard because I couldn't read or write. I was constantly using my phone and talking to it to see how things were spelled to write it down on all that formal paperwork. It was hard," Lupe said. "I've come so far, and I won't stand for things anymore. I'm not going to be cleaning up after anyone else for the rest of my life." Now is the

time in Lupe's life where she is focused on herself and her family. The first step in that journey was her graduation from Highlands Community Charter School on January 25, 2018. She is also an employee, working in the Clothing Closet and providing resources to those of our students in need. It was Lupe's vision to develop a mobile clothing closet for our school, which has made resources more readily available to those who are not on our main campus.

Brian is a 32 year old who attended 8 different schools from elementary to high school due to behavioral issues. He was given an IEP for his ADHD and never had expectations of success for himself. He dropped out of school in 10th grade, joined a gang, and started selling drugs to buy what his single mother couldn't afford. His choices led him to multiple incarcerations, never working an honest job, and a severe lack of self-confidence. While Brian was on probation, he was referred to a community partner for permanent housing where HCCS provided on-site education. Brian enrolled in our High School Completion program and our Truck Driving program to earn his diploma and Class A License. Brian faced significant challenges with Math and required one-on-one support and instruction. In the past, Brian had significant anxiety and struggles with math. HCCS was able to provide assistance to Brian, and he was able to pass his Algebra class and build his self-confidence and ability to succeed in school. While studying for his high school diploma, he also took our Truck Driving Pathway and earned his Class A License. Passing his Class A Permit test was a huge confidence builder and one of the first successes he's had in his life. This gave him the confidence to learn the skills necessary to pass his behind-the-wheel test and earn his Class A License. With a high school diploma and Class A License under his belt, Brian was able to go out and start his first job. This is a huge accomplishment for Brian! Now, two years later, Brian is still working as a Truck Driver for a local distribution company, earning a livable wage, supporting his family, and giving back to the community.

Shatoya is a 26-year-old high school dropout. She dropped out of school after her mother passed away when Shatoya was in the 11th grade and was placed in foster care. In and out of different homes and dealing with the death of her mother, Shatoya was not able to recover and stay in school. Shatoya lives in the Del Paso Heights neighborhood and was riding the bus one day when she saw a sign for Highlands Community Charter School and decided to stop and see what we had to offer. Shatoya always promised herself that she would earn her diploma for her mom and for herself. She enrolled in school and started the next day. At HCCS Shatoya became very active in student government, tutored her peers, and volunteered with the food distribution program. She earned a 4.0 and had perfect attendance during her time here. The teachers and staff recognized the bright young woman's potential and encouraged her to go to college and continue her education after graduation. Upon graduation, Shatoya enrolled at American River College to become a social worker to help young girls like she once was and change lives. While at American River College, she used her skills and passion from Highlands Community Charter School and assisted in the development of a student food pantry for students. Shatoya earned her associate degree and is currently working for the County of Sacramento while continuing to pursue her education and a bachelor's degree.

Blanca is a mother of 4 and an immigrant from Mexico. She worked at Jack-in-the-Box for 12 years as a manager to support her family. Blanca enrolled in our ELD program to improve her English and get a better job. She entered our program with good speaking and listening skills but

needed to improve her reading and writing skills in English. Blanca spent 18 months in our ELD program, moving from Level 3 to Level 7. After completing Level 7, Blanca took our Bridge to high school class and re-designated to our high school program. While attending our High School Completion program, she was able to finally pursue her dream of getting a better job by taking our Early Childhood Education pathway and earning her Child Development Associate Credential. Blanca is currently taking Algebra, Economics, and interning with our Play care program. When Blanca walks the stage to receive her high school diploma with her children and husband in the audience, she will be living out her dream of a better job, showing her kids you can accomplish anything you put your mind to, and creating generational change.

Katya is a 30 year old immigrant from Ukraine where she was a bank manager. Katya came to the United States as an adult with her husband who was a successful lawyer in Ukraine. Katya had a basic understanding of English from her education in Ukraine, but wasn't confident in her speaking skills because of her accent. When Katya and her husband came to the United States, they had $120 and an empty apartment. Katya's husband worked as a pizza delivery man at night to support their dream of becoming successful in the United States. Katya was able to connect with our student services staff who coordinated a donation of furniture, clothing, kitchen items, and toiletries for their home. Katya enrolled in our High Beginning ELD class and took her studies very seriously. She made a lot of friends from different countries, and they met outside of class for coffee to practice English and explore Sacramento together. Katya moved quickly through the levels and progressed to our ELD Bridge class in one year while also volunteering in a lower level class in the afternoons. Katya's teacher saw her potential, work ethic, and positive attitude and recommended her for a paraeducator position at HCCS for a literacy level course. Katya is now an employee of Highlands Community Charter School and loves giving back, changing lives, and encouraging students on their journey.

~~Elements 2 & 3: Measurable Pupil Outcomes and Method by which Pupil Progress Toward Outcomes will be Measured~~

of 2025 WASC informed HCCS it was postponing its accreditation decision pending the result of the California State Audit. HCCS remains in probationary status as of September 2025. To ensure compliance with all program requirements, HCCS has developed a three-year plan to maintain its WASC accreditation, including measures to reduce student-teacher ratios, improve professional development, enhance data tracking, and increase EL support.

Recruiting Qualified Teachers

Highlands Community Charter School recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs. More efforts will be made going forward to aggressively recruit and retain exceptional educators with both adult and k-12 credentials, given the unique population of students we serve.

UMass Global

Highlands Community Charter and Technical Schools is partnering with UMass Global to help our intern teachers earn a California Preliminary Teaching Credential. UMass Global provides advising, admissions support, and the required coursework, while Highlands provides a paid classroom placement, a site mentor, and job-embedded coaching. We also recruit and train Mentor Teachers—experienced educators who meet weekly with interns to co-plan, observe, and give feedback. University supervisors and site mentors conduct joint observations, so candidates get clear, consistent guidance as they complete clinical hours and state assessments. Our shared professional learning centers on HCCS priorities like integrated ELD, literacy across the curriculum, and effective use of adopted materials. The partnership is formalized in an MOU and builds a steady, well-supported pipeline of prepared teachers for our classrooms.

Transferability of Courses

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

Information about WASC accreditation can be found at HCCS' website. HCCS is currently WASC-accredited on a probationary basis. Further determination will be made by the WASC commission in 2026.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all ~~groups of pupils~~pupil subgroups served by the charter school, as that term is defined in subparagraph (~~B) of paragraph (3) of subdivision (~~a) of Section ~~47607~~52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served~~, or the nature of the program operated,~~ by the charter school~~.~~." (Ed. Code § 47605(~~b~~c)(5)(B).)

"The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card~~.~~." (Ed. Code § 47605(~~b~~c)(5)(C).)

Measurable Goals of the Educational Program

~~**2.1: Description of Measurable Goals and Objectives**~~

~~HCCS' annual goals and unique educational goals/objectives may be found in *Element 1 – 1.8: HCCS Annual Goals and Actions*~~

~~Measurable Pupil Outcomes: Summative~~ In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The current LCAP is on file with the District and is also available on our website at http://www.gcccharters.org. The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed in the Charter, shall not be considered a material revision to the Charter, and shall be maintained by SAVA at the school.

HCCS was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of HCCS demands that it offers extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP

settings. To that end, all support services are available to all students. This, along with the radically different makeup of the HCCS student population compared to most schools, has led HCCS to set its performance targets for all students rather than for traditionally designated subgroups.

Alignment With State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and will be appropriately assigned.
Method	In addition to hiring credentialed teachers HCCS will support teachers in the credentialing process including obtaining Intern credentials and the completion of any necessary credentialing program.
Measurement	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of School Accountability Report Card.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	All instructional materials will be assessed for alignment with state common core standards, CASAS standards and ELP objectives.
Measurement	Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119.

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency
Subpriority A: Implementation of Standards

Goal	At HCCS 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	Offer a wide range of standards-aligned materials to ensure teachers have access to diverse standards-aligned methods and modalities and individual student needs can be met through access to multiple aligned curricula.
Measurement	Engagement with curricula will be tracked for engagement and impact and assessed by the Executive Director, Chief Academic Officer, Director of Curriculum or other designee.
Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Student progress will be measured through course completion, level exit tests, EL Civics tests and applicable state testing including CAASPP and CAST.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of progress from Intermediate ESL (equivalent to Federal NRS ESL Level 5) to Bridge (Equivalent to Federal NRS Level 6)

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all HCCS students are 22 years and over HCCS will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.
Subpriority A: Educational partner engagement

Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through a minimum of 5 educational partner events annually.
Method	Engage students in community partner events to solicit and gather student feedback.
Measurement	Student feedback will be recorded, collated, and analyzed by HCCS staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Each year HCCS will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population.
Method	Each year HCCS will circulate a student satisfaction survey. The survey will be made available in no less than the 5 most widely spoken languages among the student population. Additionally, Working in PLCs each teacher has a minimum of 2-3 focal students with whom they are collecting warm/street data to understand the students' learning experience so that they can be responsive.
Measurement	HCCS will track the number and percentage of students participating in the survey. Before and after each survey period HCCS staff will discuss and implement strategies to increase student participation.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for HCCS students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to HCCS students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged. This will be documented in the LCAP.

STATE PRIORITY 4: Student Achievement **Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners**

Subpriority A: Academic Achievement Metrics	
Goal	Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as outlined below in HCCS Academic Achievement Metrics.
Method	All HCCS students take regular CASAS tests every 6-8 weeks. All counselors schedule regular meetings with 12th-grade students and provide a personalized graduation plan to ensure all 12th graders graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.
Subpriority B: Standardized Tests	
Goal	Implement two mandatory training on Smarter Balanced assessment for teachers and paraeducators.
Method	HCCS will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to HCCS and TRUSD.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports.

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates
Subpriority A: Student Attendance Rates

Goal	HCCS will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at HCCS. Students not meeting requirements will receive academic support and intervention.
Measurement	HCCS will produce monthly, quarterly, and annual attendance reports and track periodic attendance rates which will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	HCCS will reduce chronic absenteeism by 5% yearly.
Method	HCCS will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.
Measurement	HCCS will report chronic absenteeism in Dataquest.
Subpriority C: Graduation Rates	
Goal	The HCCS DASS 1-Year graduation rate will meet or exceed 20 percent.
Method	All HCCS 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The reported number of graduates in CALPADS will be compared against the cumulative enrolled population of 12th grade students for the school year.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	HCCS will maintain a suspension rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will track student suspension in PowerSchool and report it in CALPADS.
Subpriority B: Pupil Expulsion Rates	

Goal	HCCS will maintain an expulsion rate of less than two percent.
Method	HCCS will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	HCCS will report student expulsion rates using CALPADS.
Subpriority C: School Climate	
Goal	HCCS will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of HCCS community partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	HCCS students with limited English proficiency are enrolled in classes with designated English support which offer integrated access to all content areas.
Measurement	Yearly review of course outlines, descriptions, ELP objectives, and EL Civics content areas.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language

	Arts/Literacy.
Method	All English learners will be supported with English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing.
Measurement	Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All EL students will be enrolled in Civics education.
Method	Students will take 3 yearly CASAS Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Method for Measuring, Analyzing, and Reporting Pupil Progress Toward Outcomes

Assessment

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level exit test	Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June

High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement

HCCS assesses all students as part of the admission process. Non-native English speakers receive an internally developed placement test to determine English proficiency. Additionally all students receive CASAS testing to establish a baseline for academic achievement.

State Testing

In compliance with Ed. Code HCCS will offer the California Assessment of Student Performance ~~Targets~~and Progress (CAASPP) and the Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. HCCS also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to HCCS, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

~~**2.2: Specific Performance Targets**~~

~~HCCS' specific performance targets may be found in *Element 1 – 1.8: HCCS Annual Goals and Actions*~~

~~2.3: Plan for Assessing~~

Student Growth ~~and Achievement~~

~~HCCS' annual measurable goals may be found in *Element 1 – 1.8: HCCS Annual Goals and Actions* (IF included in LCFF)~~

~~**2.4: Other Performance Targets**~~

~~HCCS' annual measurable goals may be found in *Element 1 – 1.8: HCCS Annual Goals and Actions* (IF included in LCFF)~~

~~**Method for Measuring Pupil Progress Toward Outcomes: Formative Assessment**~~

~~**3.1: Monitoring and Measuring Student Progress**~~

~~***Measuring Student Progress***~~
HCCS uses the Comprehensive Adult Student Assessment System (CASAS), a competency based adult assessment program validated by the U.S. Department of Education for use in adult education. While HCCTS is a K-12 institution there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at Highlands. The test series used by HCCS are listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 6-8 weeks. Testing is conducted via an application installed on HCCS Chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre- and post-testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ESL Students			
CASAS Reading STEPS	5.1 points	6.3 points	5.2 points
CASAS Listening STEPS	4.0 points	4.1 points	5.8 points
Adult Basic Education Students			
CASAS Reading GOALS 2	5.4 points	6.4 points	4.9 points

CASAS Math GOALS 2	3.4 points	2.8 points	6.0 points

The data reveals several encouraging trends across both programs. For English Language Learners, CASAS Listening scores have shown steady year-over-year improvement, culminating in a significant gain of 5.8 points in 2024–2025—the highest in three years—indicating that recent adjustments to listening instruction are proving effective. Although reading gains dipped slightly this year, they remain above the 2022–2023 baseline, suggesting partial retention of prior improvements.

At ~~HCCS our assessment procedures are essential~~ the high school level, CASAS Math scores rose dramatically in 2024–2025, jumping from 2.8 to 6.0 points, signaling substantial progress in math instruction. ABE students also demonstrated consistently strong gains in reading from 2022–2024, reflecting effective literacy practices despite a slight decrease in the most recent year.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability ~~tools~~system. Measurable skills gains are an important indicator of both English language and ~~help us to improve instruction and ensure student success. Our assessments and assessment results allow us to measure~~ academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	60.38%	67.27%	55.07%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	75.78%	78.10%	80.73$
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	70.87%	73.84%	78.76%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.21%	70.21%	71.31%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	59.62%	68.13%	68.44%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	51.67%	64.01%	62.63%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	88.89%	75.00%	72.50%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	52.50%	61.26%	70.85%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	56.85%	60.32%	60.33%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	63.28%	71.19%	75.50%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	50.91%	52.74%	59.92%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	8.51%	0.00%	20.34%
	CA State target	36.50%	43.50%	TBD

Highlands Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
HCCS	42.3%	49.6%	57.8%
CA State Average	44.36%	44.8%	TBD

CASAS pre and ~~track~~ post tests are essential for measuring student progress~~. As we previously discussed in Element 1, all of our curriculum objectives and~~ but also serve as an important measure of student engagement. .

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
56.61%	64.68%	75%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 56.61% of students received both tests. This increased to 64.68% in 2023–2024 and rose again to 75% in 2024–2025. This steady improvement demonstrates HCCS's growing commitment to data-driven instruction and

collective efforts to ensure more students are assessed consistently, allowing HCCS to better capture and respond to their academic development.

Teachers, counselors, and proctors at HCCS work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, HCCS is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, HCCS is committed to increasing the percentage of students completing both assessments ~~are aligned to the Common Core State Standards. Other formative and summative~~in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)

Integrated English Language and Civics (ELCivics) programs are designed to offer English language learners access to English language literacy instruction while learning crucial concepts for participation in the workforce and civic life in the United States. EL Civics assessments are developed according to assessment plans (COAAPs) supplied by CASAS and reported to the state via TOPSPro Enterprise, a state developed software tool.

For the past five years EL Civics assessments have been conducted through Google Forms. EL Civics data was collated and reported through automated Google API scripts. While initially cost effective the maintenance of an increasingly large dataset became impractical. In 2025 EL Civics implemented a pilot with Edcite to streamline the reporting process, improve the quality of the assessment, and to offer more accurate and detailed data tracking.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2022-2023	Employment	33.7	1407	951
2022-2023	Pharmacy	28.1	1695	1107
2022-2023	Education	13.5	1906	1503
	Totals			3561
2023-2024	Employment	33.9	2322	1830
2023-2024	Personal Finance	1.8	2351	1864
2023-2024	DMV	12.7	2522	2049
	Total			5743
2024-2025	Employment	33.8	5279	3270

2024-2025	Health and Nutrition	46.7	4573	3329
2024-2025	Education	13.6	2804	2216

High School Graduation

Graduation is the best way to identify course completion for high school students. At HCCS, graduation day is like a holiday worthy of celebration. It is the culmination of years of hard work, determination, perseverance, and overcoming sometimes very serious hardships. HCCS loves to celebrate student success and provide an opportunity for students' families to celebrate this success as well. When students earn their credits, they may petition for their diploma and exit as a graduate. Since this happens on a very regular basis, HCCS provides more than one opportunity a year for students to celebrate and "walk the stage." HCCS holds graduation ceremonies every summer and winter. Each year, the venue has changed in response to graduation growth.

HCCS Graduation Rate

Historically, HCCS has used two graduation rates to track graduation: a one-year graduation rate utilized by DASS schools and the traditional 4-to-5-year cohort rate. The default method of measurement for graduation rate is the 4-to-5-year cohort rate. This measures the percentage of students who graduate in exactly 4 or 5 years after first entering the 9th grade.

HCCS faces a unique situation regarding its 4- and 5-year cohort graduation rate. Before 2021, English language learner students were designated primary students and enrolled in grades 1 and 2. In 2020-2021, all HCCS students were redesignated as high school students to better recognize their adult status. This resulted in a massive increase in 4-year cohort size. However, over 80% of these students still lacked basic secondary education skills, leading a very large number of students to spend extra time in the 9th grade as they develop their English language and academic skills.

Other students have entered HCCS with better English proficiency and more academic achievement in their countries of origin, leading them to graduate much faster. Students in the 2025 Winter graduation were enrolled for 2.5 years on average.

Students who graduate in 1-3 years are not reported as graduates for the graduation rate as presented on the California Dashboard until 4 years after their first entry in a high school. For example, if a student enrolls in the 2022-2023 school year and graduates in the 2024-2025 school year, they will not be counted in the published 4-to-5-year graduation rate until 2026-2027. Students who graduate in more than 5 years will never appear in the published 4-to-5-year graduation rate. So, an adult student who may have dropped out at 18 and finished their diploma at the age of 23 will not be represented in this graduation rate even if it only took them an additional year of school to complete their education.

For a school explicitly intended to ~~assist us in the following areas:~~serve alternative students who enter with an extremely wide range of educational backgrounds and levels of credit attainment, the cohort graduation rate is at very best a lagging indicator. In practice, it obscures rather than

reveals the achievements made by students and the outcomes of the program. Furthermore, the proposed reduction in enrollment over the next five years will ensure that the cohort graduation rate will be at best highly unpredictable.

The chart below demonstrates the scale of the issue. While HCCS will continue to track and report the 4-year cohort rate, it will also track and report the 1-year DASS graduation rate to provide a more comprehensive picture of the outcomes of its academic programs.

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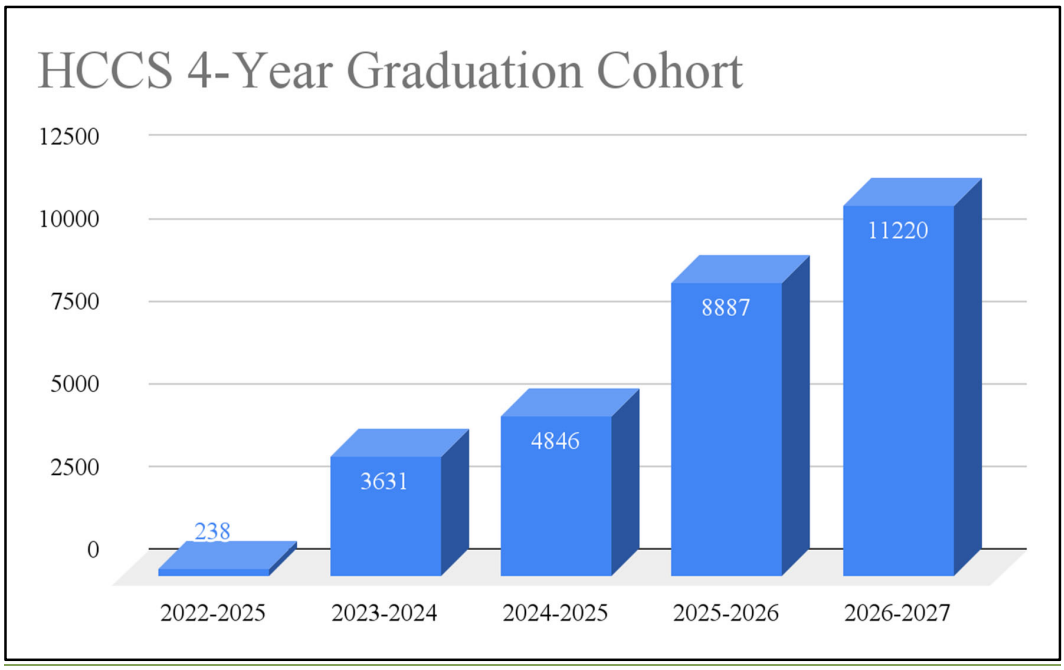

While the raw number of HCCS graduates has grown dramatically, only 176 of HCCS' over 800 graduates reported in CALPADS for the 2024-2025 school year will be accounted for in the published 4-year cohort rate.

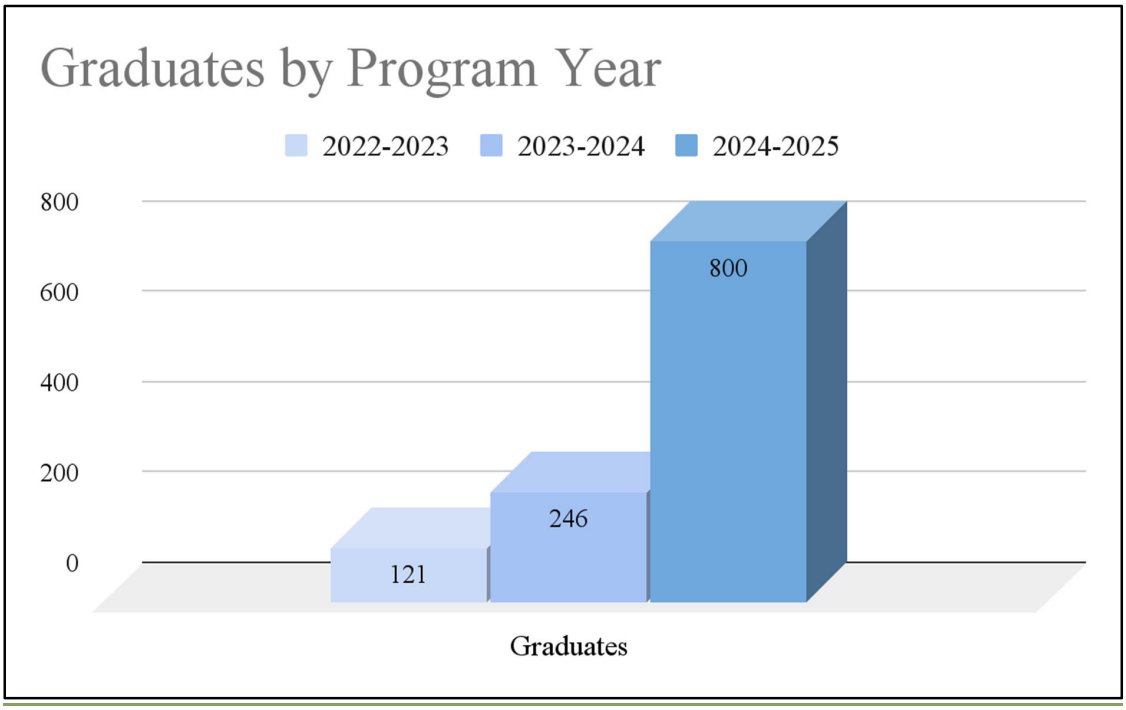

HCCS 1-Year Graduation Rate

HCCS students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition of this status, HCCS continues to track and report the 1-year graduation rate. The 1-year graduation rate is calculated as follows

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year (all students without 90 days cumulative enrollment)}}$$

2022-2023	2023-2024	2024-2025
22.8%	32.1%	55.5%

ESL Level Progress

English Language learners progress through courses designed to advance their English Language skills while giving them the opportunity to engage with increasingly in-depth standards aligned

content. Level 3 (Intermediate) is a particularly significant milestone. Completion of this level indicates that the student is able to participate in High School with significantly reduced designated support.

Alternative School Status

- HCCS is accountable to the California Department of Education to ensure that HCCS students meet the state's standards. In 2013, the Local Control Funding Formula (LCFF) was adopted by California to ensure accountability using the California School Dashboard. ~~To inform our teachers of their students' levels and needs~~
- ~~To ensure teachers recognize both areas of strength and growth and can supplement instruction where it is needed~~
- ~~To provide our students with meaningful feedback about progress toward goals~~
- ~~To ensure our school is making progress toward our vision, mission, and schoolwide learner outcomes~~
- ~~To compare our school's academic performance data with other similar schools~~

~~As part of our instructional program, we assess students using a variety of assessment tools, including formal and informal assessments. We believe that all students excel academically when they are held to high standards and that all of our students meet our curriculum standards which we utilize to continuously assess our students' progress.~~

~~**HCCS Assessments and Frequency**~~

~~***Enrollment Assessment***~~
~~At HCCS we assess all of our ELD and high school students as part of the enrollment process. The assessment process varies between programs, but both programs assess all incoming students during registration.~~

~~***ELD Placement Test***~~
~~For our ELD students, we use two types of assessments. For reading, listening, and math we use CASAS and for writing and speaking we use in-house benchmark assessments designed by our Lead ELD Teachers and approved by our Director of Curriculum and Instruction. Our CASAS assessments are paper-based for our Literacy students and are computer-based for our Beginning Low to Advanced students. For our speaking test, the teacher begins by introducing themselves and asking the student basic conversation questions, such as their name and how to spell it. Then the teacher presents images to the new student and asks leveled questions about the pictures. The purpose of the speaking test is to illicit as much English as possible within the context of the images. If students can appropriately respond to questions, the teacher continues showing images and asking increasingly difficult questions. Students are then given a speaking level based on the test. After the speaking assessment, students are asked to respond to a leveled writing prompt that correlates to the level they received on the speaking test. If the writing prompt is too difficult, the teacher can give them the prompt that is a level below. The purpose of the writing prompt is to get a sample of the writing that represents the students' ability. The writing assessment is then graded, and the student is placed in the appropriate class.~~

~~***High School Placement Test***~~

~~For our high school students, we only utilize CASAS assessments as part of our new student enrollment. High school students are assessed in reading and math and placed in classes based on their enrollment assessments as well as their transcripts. For our ELD students who are moving into our high school program, we assess them in reading, listening, and math to ensure that they are ready to enter high school.~~

~~***CASAS Assessments***~~
~~The one assessment tool that is utilized as a universal screener across all programs is the Comprehensive Adult Student Assessment Systems (CASAS). This nationally recognized assessment system integrates Common Core Standards which align to our curriculum in both ELD and high school programs. All students are provided these universal screeners to initially assess placement level and later on to assess learning gains throughout their time at HCCS. Additionally, we use CASAS to track our students' levels and progress through our ELD and High School Completion programs. After the enrollment process, students are CASAS tested on average every 6 to 8 weeks. Our goal is for students to improve by one level per every term, where one level is equal to a minimum of one point and a maximum of ten points.~~

The traditional standards were intended for traditional schools and, in many ways, fail to understand the needs of alternative students. As a result, the California Department of Education recognized alternative accountability measures for alternative schools.

In March 2015, HCCS adopted the Alternative Schools Accountability Model (ASAM), and we complied with their requirements. Then the Dashboard Alternative School Status (DASS) replaced the previous ASAM model, and since the beginning of the 2017–18 school year, HCCS has been accountable to the California Department of Education and adhered to the indicators set forth by DASS. In November 2024, HCCS agreed on a formal set of DASS metrics with Twin Rivers. In December 2024, however, HCCS was informed by the CDE that it would lose its DASS status. Despite this, HCCS will continue to track the agreed-upon metrics as Academic Achievement Metrics.

HCCS Academic Achievement Metrics
Academic Achievement
CASAS ESL
1. The percentage of HCCS English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
CASAS ABE
1. The percentage of HCCS high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
CASAS ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
CASAS ABE
1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels
1. The percentage of HCCS students with a CASAS pre- and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
CASAS ABE
1. The percentage of 12th-grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher–Designed Formative Assessments

At HCCS, teachers utilize many informal assessment techniques to ensure student learning in the following subjects: reading and vocabulary, writing and grammar, speaking and pronunciation, listening, technology and computer literacy, math and consumer economics, science, history/social science/ community resources/government and law, and health and independent living. Assessment tools used to monitor student progress include:

- Benchmark assessments
- Oral class presentations
- Multimedia presentations
- Journal writing
- Independent class projects
- Essays
- Tests and quizzes
- Daily homework
- Book reports
- Movie reviews
- Portfolios
- Group projects
- Research projects
- Grammar diagnostics
- Reading comprehension checks
- Workbooks

~~***Key Measurement Methods***~~

~~**Measurement Outcome**~~	~~**Method of Measurement**~~	~~**Frequency of Assessment**~~
~~CASAS Gains~~	~~CASAS Reading, Listening, and Math assessments~~	~~Every 6 to 8 weeks~~
~~ELD Unit Assessments~~	~~Theme-based objective assessments~~	~~Monthly~~
~~ELD Content Mastery~~	~~End of term assessments and course grade~~	~~At the end of each term~~
~~High School Content Mastery~~	~~Course assessments and course grades~~	~~At the end of every high school course~~

Grading and Progress Reporting Systems

HCCS uses the traditional grading system A, B, C, D, and F. For GPA points, an A has a value of four points, a B has a value of three, a C has two, a D has one, and an F has zero. Although teachers may add a plus or minus to a grade, they do not affect the students' GPA. Students must receive a letter grade of B or better to pass a class or earn credits. If a student receives a grade lower than a B, they must engage in additional work until they demonstrate sufficient effort and mastery to receive a B. Students receive grades after they finish a course, partial course completion, or at the end of a term, whichever comes first.

Evaluation Methods

At HCCS evaluation is based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolios. ~~While course completion does not include an end-of-course evaluation such as a standardized test, many assessment types are implemented. Formative assessments that have been aligned to the state standards for the various units of study for the academic courses are used. For example, our U.S. History course has several standards-aligned units of study, each of which has a schoolwide, formative assessment tool that is used as part of the completion process. At HCCS our students are a very diverse group at varying levels. Through the guidance of our Director of Curriculum and Instruction, we elected to use formative assessment as part of the assessment process and throughout smaller units as a basis for some of the skills assessment. In this manner, we have one form of assessment that we can use to indicate proficiency for smaller units in a course. These formative assessments are only one measure of assessment. Evaluation measures are varied and include projects, teacher evaluations, work samples, etc. At HCCS we evaluate a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology, or demonstration of research skills. One of the primary roles of providing instruction is to evaluate the student's proficiency and skills acquisition, and we use multiple measures of assessment in our courses as part of our course evaluations.~~

~~***Multiple Assessments***~~

~~At HCCS we use CASAS scores as one measurement of a student's proficiency and skills attainment; however, they are not the only measure. CASAS scores help us to identify strengths, challenges, and areas of need. As an accountability measure, they are also in alignment with how CASAS scores are used along with the State's accountability indicators.~~

~~HCCS utilizes various methodologies to determine students' levels of academic success and, ultimately, their ability to graduate. These evaluations are based upon a variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework and formative and summative tests and criteria.~~

~~The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of Common Core standards such as presentation skills in the listening and speaking standards, integration of technology, or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. One of the primary roles of the teacher besides providing instruction is to evaluate the student's proficiency and skills acquisition. Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits.~~

~~**Data Analysis and Reporting**~~

~~3.2:~~ High school course completion is tied to end of unit and end of course assessments. Students must receive a minimum of 80% on all assessments to receive credit.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data

~~At~~ HCCS ~~we use~~uses assessment data in four primary ways. First, ~~we want to assist student learning as a diagnostics~~assessment serves as a diagnostic tool ~~by determining which specific~~ to identify content areas a student has not yet mastered ~~so they can improve their learning in that specific area. For teachers, this means truly~~. This allows instructional staff to gain a clear understanding ~~our students' strengths and weaknesses. We want to ensure that if a student is falling behind in an area, we can provide them with the tools they need. We have paraeducators in English and math and Reading and Literacy Specialists. If we understand where our students need to improve, we can assist them~~of each student's strengths and areas for growth, enabling timely and targeted academic support when needed.

Second, ~~we use~~ aggregated ~~measurements of~~ student learning ~~as part of the measurement of how the~~data are used to evaluate overall school ~~as a whole is performing. This is a critical component for our stakeholders. At HCCS we have a~~performance. A dedicated team of professionals ~~who analyze~~ at HCCS analyzes a broad range of academic ~~performance data. We look at everything from~~ indicators, including enrollment ~~and enrollment~~trends, placement assessments ~~to~~, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention ~~data~~. By ~~analyzing student learning by year, we see how we are doing~~examining student outcomes over time, the school is able to assess performance by teacher, course, program, and ~~school compared to~~ schoolwide, and compare results to those of similar ~~schools.~~ institutions.

Third, ~~we use~~ assessment data ~~to determine if a~~inform decisions regarding student ~~has met or exceeded the necessary level of competency to gain~~ progression and formal recognition, such as ~~to complete a~~ level ~~or receive a diploma~~completion, graduation, licensure, or certification~~. In our ELD program, when a student meets all of the content and level objectives with an M, the student completes the level and moves to the next course. CASAS scores and teacher~~

Finally, assessments are ~~also considered part of the level completion process. For high school~~used to identify students~~, they complete courses when they earn a C or higher and have earned the required credits.~~

~~Lastly, we use assessments to determine if a student is~~ who may be underperforming ~~in relation~~relative to their peer group, ~~and we then evaluate if~~prompting review of placement and potential intervention ~~supports are required or if the student is in the appropriate course. There are times when students are enrolled in courses that they are not able to complete. At HCCS one use of assessment is to ensure that students are appropriately placed. In some instances, it is imperative that a student enrolls in~~ support. In cases where a student is not adequately progressing in a course, reassignment to a remedial course ~~to get the academic support they need, while other times the student can get support from their teacher, a paraeducator, or a specialist who will work with the student until they are~~ or additional instructional support from teachers,

paraeducators, or specialists may be required to ensure the student is able to complete course materials and ~~assessments~~meet academic expectations.

~~Grading, Progress Reporting, and Promotion~~/Retention

~~3.3: Grading and Progress Reporting Systems~~

~~English Language Development Grades~~

~~At HCCS we have two grading systems: one for ELD and one for high school. Our ELD grading system is M, A, D, and E.~~

~~M is for a student who is meeting or exceeding standards. This student regularly turns in assignments on time that are of A or B quality. This student would also be eligible to advance to the next level within ELD.~~

~~A is for a student who is approaching standards. This student is submitting assignments of average quality much like you would see with a C student. This student is trying but may be struggling with content and needs more time in this level. This student is not eligible for level advancement.~~

~~D is for a student who is still developing an understanding of the standards at the time grades are assigned. This student might submit assignments of below average or D quality or might be unable to complete assignments on time because they are new or because the content is too difficult. This student is not eligible for level advancement but may need to be dropped one level for comprehensible input.~~

~~E is for a student with emerging understanding of standards. At HCCS this grade is reserved for a student with poor effort to complete assignments. The assignments submitted by this student would be of very poor quality or similar to an F student.~~

~~At HCCS we first started the ELD grading system, MADE, at the end of the 2016–17 school year. Prior to the 2016–17 school year, we did not have an ELD grading system in place. It was created to ensure that the ELD students were proficient and meeting each level objective stated within HCCS's ELD curriculum before moving to the next level. It was also created to show ELD level completion, as M indicates that an ELD student is ready to move the next level. ELD students receive grade reports at the end of each term.~~

~~High School Grades~~

~~For our high school students, we use the traditional grading system A, B, C, D, and F. For GPA points, an A has a value of four points, B has a value of three, C has two, D has one, and F has zero. Although teachers may add a plus or minus to a grade, they do not impact the students' GPA. In high school, students must receive the letter grade of C or better to pass a class or earn credits. If a student receives a grade lower than a C, they must complete alternative assignments until they can get a C or better in the class. During the 2014–15, 2015–16 school years, high~~

~~School students received grades every six weeks. During the 2017–18 school year, we transitioned from a six week grading period to an eight week grading period. In the 2018–19 school year, we transitioned to a nine week grading period.~~

~~***Promotions***~~

~~At HCCS there are two systems to address level promotion and graduation: one for ELD and one for high school. At HCCS our ELD students are promoted to the next level when they have met all of the curriculum objectives for that level and have received the grade of M. For the 2016–17 and the 2017–18 school years, ELD students received grades every 12 weeks and were eligible for level promotion at that time. The grading schedule changed for the 2018–19 school year to every nine weeks. Although ELD students do not earn credits for their classes, our high school students do.~~

~~At HCCS all of our high school students are enrolled in our high school program into twelfth grade and remain in the twelfth grade until they are eligible to graduate. While our high school students are not eligible for grade promotion, they are eligible to graduate when they have earned enough credits. Our high school students are eligible to graduate when they have earned 200 high school credits: 100 Academic, 90 Elective, and 10 Career Technical (CTE) credits. As part of the 200 credits, transfer credits and employment credits count toward this total. High school credits are awarded by 5 credits in 9 weeks and 10 credits in 18 weeks. Currently, high school credits are awarded every nine to eighteen weeks at the end of each course when students receive course grades.~~

~~Retention~~

~~At HCCS we address~~HCCS addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student ~~engagements~~engagement systems coordinate efforts to strengthen two-way communication between students and the school. ~~We have many professionals who support~~Retention is supported through cooperation between academic staff, counselors, and classified staff. HCCS will ensure specific roles relating to retention~~: Navigators, Reclassification Specialist, Reading Specialist, Transition Specialist, and Student Engagement Liaison. This collaboration not only helps~~ and engagement are added to the organization as appropriate to enrollment and student ~~relations but also increases student achievement and retention~~needs.

Program Audit and TRUSD Oversight

HCCS will compile and provide ~~to TRUSD~~ an annual performance report to TRUSD. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by ~~HCCS~~the HCCTS Board of Directors during the year.
- Data on the level of student involvement in HCCS and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at HCCS and their qualifications.
- A copy of the HCCS health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of HCCS admissions practices during the year and data regarding the numbers of students enrolled, the number on ~~waiting lists~~waitlists, and the number of students expelled and/or suspended.

- Analyses of the effectiveness of HCCS's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

~~Element 4: Governance~~

Element D Governance

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.." (Ed. Code § 47605(b)(5)(D).)

Governance Structure Overview

Highlands Community Charter School is (HCCS) operates as a directly funded independent charter school operated by under Highlands Community Charter and Technical Schools, a California non-profit nonprofit public benefit- corporation, pursuant to in compliance with applicable California law. The Charter School agrees to maintain HCCS commits to maintaining its non-profit public benefit corporation nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board") which is responsible for ensuring progress toward the mission, faithfulness to the charter, and fiscal viability.") The Board of Directors provides ongoing oversight of the Charter School's academic performance, financial health, and legal compliance. This oversight includes reviewing regular reports from the Executive Director and leadership team, approving budgets and audits, evaluating progress toward organizational goals, and ensuring that the school remains faithful to the terms of its charter. The Board operates in accordance with its adopted by-laws and delegates management to key HCCS staff, including the Executive Director, Director of Curriculum and Instruction, and Chief Operating Officer. The Board is not involved in handling the day-to-day details of running the charter school.

HCCS operates autonomously although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between HCCS and TRUSD. Pursuant to California Education Code Section 47604(d), TRUSD will not be liable for the debts and obligations of HCCS, operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by HCCS as long as TRUSD has complied with all oversight responsibilities required by law.

4.1: Governance Structure

HCCS agrees and acknowledges that the governing board of HCCS is the sole controlling governing body for the Charter School. The Board of Directors is responsible for governing the Charter School. The Board Members each have a personal fiduciary duty to look out for the long-term well-being of the Charter School. The Board is responsible for addressing major matters including, but not limited to, the governance and operation of Charter School in

~~compliance with applicable law, policy, and the Charter, as they may be amended from time to time; the Charter School's financial management and viability, including but not limited to all expenditures and accounting of all public funds received by or on behalf of the Charter School and its students; setting the Charter School's general policies and overall curriculum policies; approving and monitoring the annual budget and financial procedures; fund-raising; selection, hiring, evaluating, and termination of the Charter School's Executive Director and Compliance Officer; approving personnel policies and monitoring their implementation; establish broad support and future partnerships to further the mission assuring that the Charter School fulfills its charter contract; and, strategic planning.~~

~~HCCS has adopted a conflict of interest code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board as further outlined in the Bylaws include but are not limited to:~~

- ~~Uphold the Vision of the Charter School.~~
- ~~Oversee the implementation of the HCCS's charter.~~
- ~~Provide notice and hold meetings in compliance with the Brown Act.~~
- ~~Create and implement goals for the Charter School.~~
- ~~Ensure compliance with applicable law such as the Public Records Act and policies such as Conflict of Interest Code.~~
- ~~Provide oversight of instructional programs and materials.~~
- ~~Approve and provide input for student policies.~~
- ~~Monitor management of school liabilities, insurance, health, safety and risk-related matters.~~
- ~~Receive and review quarterly financial reports and the yearly financial audit.~~
- ~~Work with chief administrator to set goals.~~
- ~~Enact policies to support the successful operation of HCCS.~~

Board Composition and Membership

Board of Directors
Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California, and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter School's Board of Directors in July 2015.

Mary DeChance (Corporate Treasurer)



Mary DeChance is an educational leader who began her career as a Resource Specialist and later made meaningful impacts as a Principal, District Director of Special Education, District Director, and Interim Coordinator for Early Childhood Education. Mary most recently was Faculty Lead at National University serving from 2005 until her retirement in 2016. Mary holds a BA in Behavioral Science and a Master's Degree in Special Education from the National University. Mary was appointed to the Highlands Community Charter and Technical School board in November 2020.

Board Member Selection Process

The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or

county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with HCCS's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code Section 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

HCCS will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes HCCS from approving the same pursuant to Section 1090, the PRA, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except that it can advance money for work-related expenses that will be reimbursed. Lastly, HCCS promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments

The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings, and the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of

Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

Board Members shall complete annual Brown Act, conflict of interest, sexual harassment, mandated reporter training, and other mandatory training requirements.

Roles of the Board

The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Incorporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Other key and Executive employee roles and positions seen in the following organizational charts are described below.

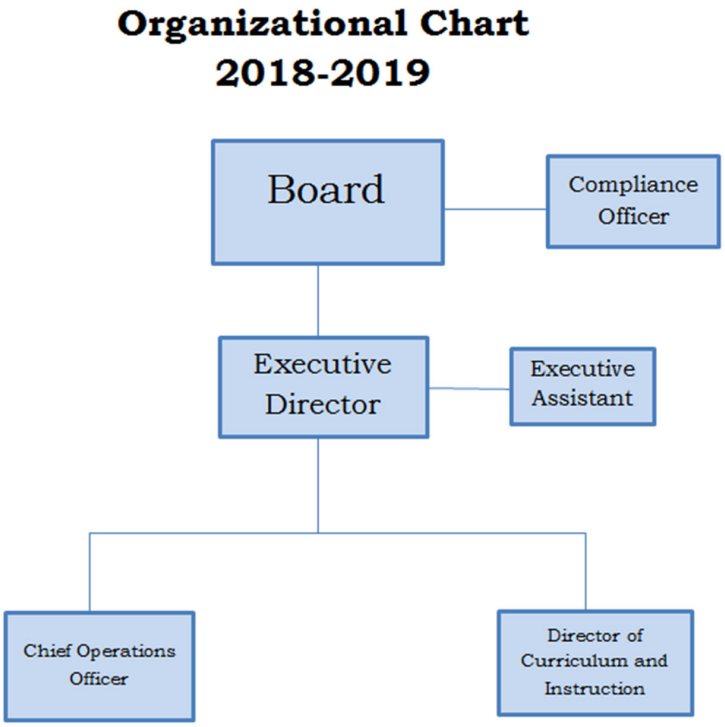

Instructional Division
2018-2019

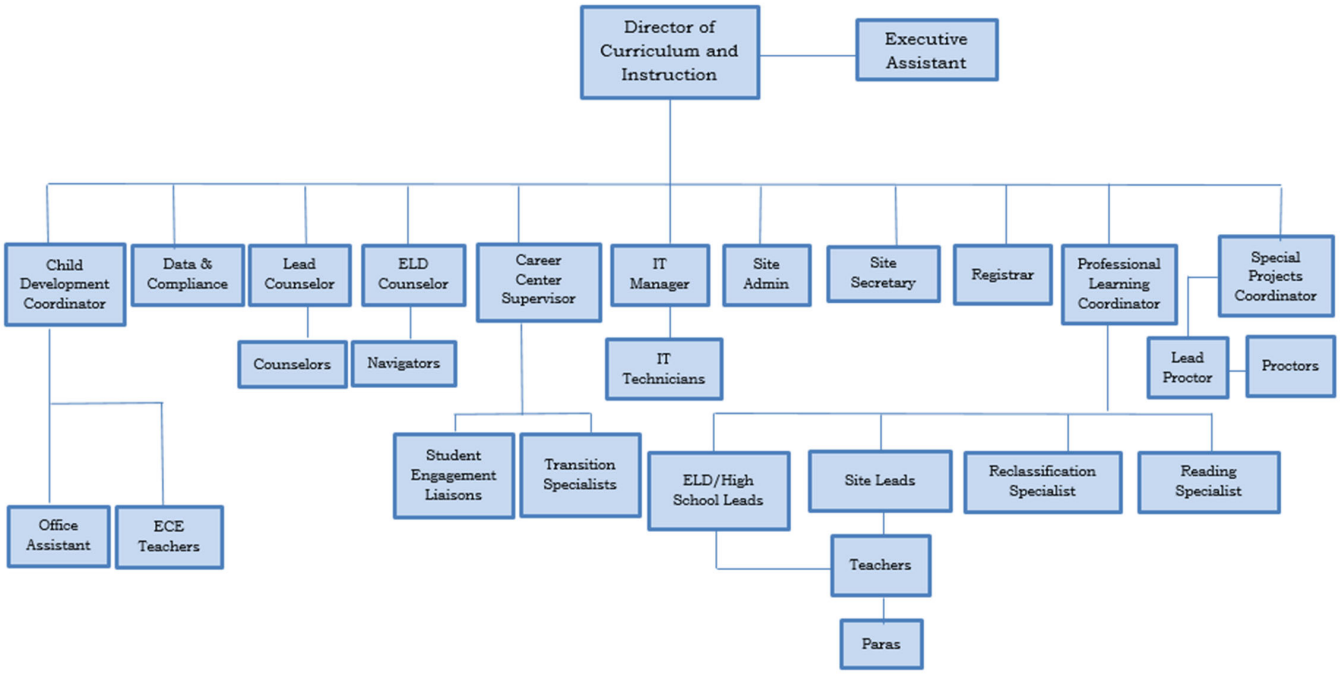

Operational Division
2018-2019

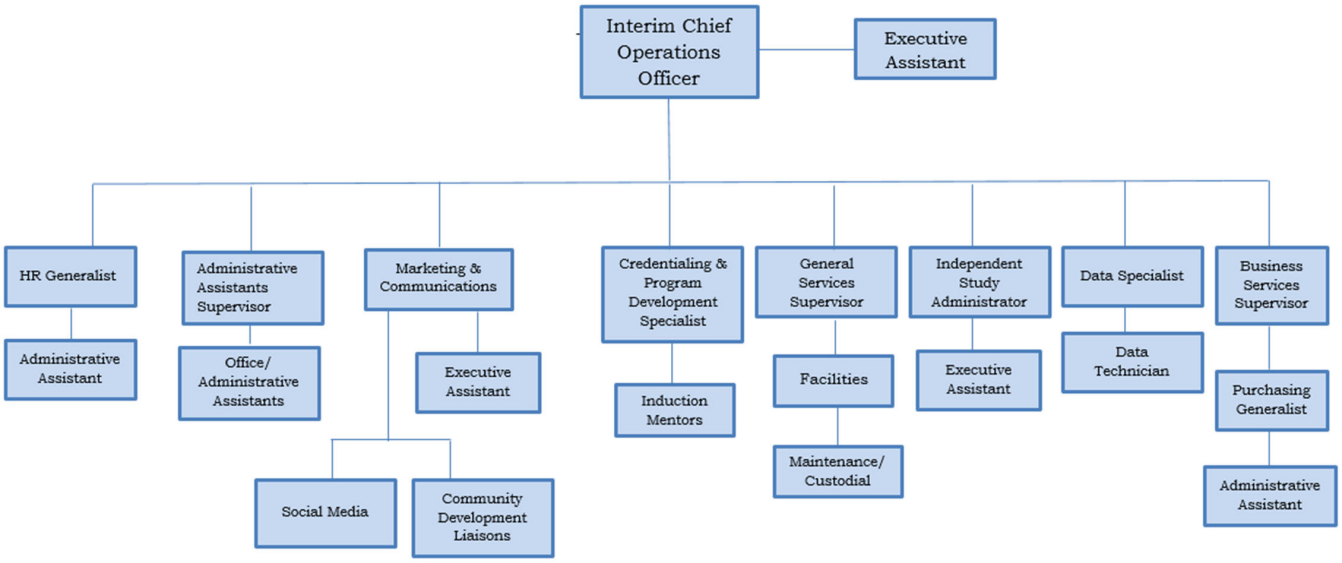

Board members participate in retreats and trainings to support ongoing development and stay informed about key school initiatives. These sessions include updates on the State Audit, legal and financial compliance, and accountability and data monitoring. In the 2024 calendar year, the following board trainings and retreats were held:

- **March 15th, 2024-** Form 700 Training Provided by Young, Minney & Corr
- **August 24th, 2024-** Board Retreat- Strategic Planning, Gamification & The ~~Executive Team at~~ Brain, Future Data Analysis, Board Training Planning, Twin Rivers Oversight Reports
- **September 4th, 2024-** Board Training on Governance and Financial Oversight
- **October 31, 2024-** Collaborative Circles Board Training Session #1

Governance Structure

Highlands Community Charter School ~~plays a critical role in creating, improving, and maintaining a meaningful learning environment~~(HCCS) affirms that ~~promotes the academic progress of our students. The executive team includes an~~ its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of HCCS, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the school's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, ~~Director of Curriculum and Instruction, and the Chief Operations Officer.~~as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through ~~high quality~~these processes, it ensures alignment with the school's mission, holds leadership~~, our executive team successfully develops, implements, and evaluates school systems and policies,~~ accountable, and monitors key performance indicators to drive continuous improvement.

HCCS has adopted a conflict of interest code that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the HCCS' Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to ~~finances, assessment, facilities, and accountability measures under the direction of a school board.~~ Government Code section 1090 and the Political Reform Act. The responsibilities of the HCCS Board, as further outlined in the Bylaws, include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the HCCS's charter.

- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the chief administrator to set goals.
- Enact policies to support the successful operation of HCCS.

~~Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of HCCS and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of HCCS personnel, evaluation, promotion, termination or discipline of HCCS personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The HCCS Executive Director manages the day-to-day operations of HCCS by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by HCCS, interacts with HCCS accountants and attorneys, and performs other duties lawfully assigned by action of the Board.~~

~~The *Director of Curriculum and Instruction* provides leadership and focus for the development, coordination, implementation, and evaluation of instructional quality and content of curriculum and instructional materials, technology infusion, and professional development programs for Highlands Community Charter School.~~

~~The *Chief Operations Officer* plans, organizes, monitors, coordinates and supervises a complex system of school operations, including but not limited to: staff evaluations, student engagement, school safety, employee performance, school climate, data analysis and impact on instruction, organizational alignment of curriculum per the Director of Curriculum and Instruction, budget development, professional development for classified employees, leadership training, and community partnerships. The Chief Operations Officer provides leadership in promoting the educational objectives and values of collaborative planning, implementation of the decided curriculum per the Director of Curriculum and Instruction for classified employees, effective instructional practices and support programs and services, and directly supervises HCCS individual department leadership.~~

~~In order to ensure that the Board of Directors, officers, management, and employees are in compliance with applicable statutes and regulations, that HCCS policies and procedures are being followed and that behavior in the organization meets the HCCS standards of conduct, HCCS employs a *Compliance Officer* who functions as an independent and objective person who reviews and evaluates compliance issues/concerns within the organization.~~

- Attend ethics training (AB 2158).

~~Governing~~ ~~Board Composition and Member Selection~~

~~4.2: Board Composition~~

~~HCCS is governed by a corporate Board of Directors in accordance with its adopted corporate bylaws, which are consistent with the terms of this charter. The Board of Directors has nine (9) voting members, including a TRUSD appointed representative. Each director brings significant experience and strong commitment to the organization. The current HCCS Board of Directors includes:~~

- ~~Ernie Daniels, Corporate President~~
- ~~Doyle Radford, Vice President~~

~~Matt Powers, Corporate Secretary~~

- ~~Sharon Rocco~~, ~~Board Member~~
- ~~Rick Jones, Board Member~~
- ~~Sonja Cameron, Board Member~~
- ~~Sondra Betancourt, Board Member (TRUSD Representative)~~
- ~~Kevin Ferreira, Board Member~~
- ~~Mellonie Yang, Board Member~~

~~The Board addresses program concerns regarding the operation and improvement of Highlands Community Charter School. The Board is the final policy-making authority for Highlands Community Charter School. The Board, working with the Executive Director, recommends programs, policies, and schedules designed to meet the evolving educational needs of HCCS students and teachers.~~

~~In order to be more inclusive of representation programmatically of our students and community, the board voted and appointed new members Ernie Daniels and Kevin Ferreira in August of 2017, and Mellonie Yang in February of 2019. Mr. Daniels is a longtime community member who has strong ties to the community. He has a very keen sense of awareness of the local populace and serves on a variety of local community organizations. Mr. Ferreira is the President of the Craft Trades of Northern California which include: local iron workers, carpenters, and electricians. The knowledge he possesses in regard to understanding and forming community partnerships with business entities is invaluable. Ms. Yang joins our board with nearly 20 years of public service attorney experience. She is the Senior Staff Attorney for California Department of Correction and Rehabilitation. In her many years of service, she has advocated for public safety and on behalf of victims including elders and children.~~

~~As of July of 2017, Ms. Sondra Betancourt joined our Board of Directors by appointment from our authorizer, the TRUSD. Her appointment appropriately addressed the need to ensure that a community member was appointed by the authorizer as the former member that was appointed had previously served as a Board member on the Twin River Unified School District.~~

The changes in our governance structure have provided a broader scope, depth and level of inclusiveness to how we operate our school as a whole. We represent our community and students with better comprehension. Particularly, with the addition of the appointed representative from our authorizing district, the level of mutual understanding and transparency for both Local Educational Agencies (LEA)s has increased significantly.

4.3 Member Selection

HCCS is governed by the Board of Directors pursuant to the adopted Bylaws, as may be subsequently amended from time to time, which shall be consistent with this charter. The process of selecting members of the Highlands Community Charter School Board of Directors is described in detail in the Bylaws of the organization. All Directors are designated by the existing Board of Directors. As outlined in the Bylaws, Board members serve a term of 3 years. The HCCS Governing Board of Directors will consist of at least three (3) members or up to as many as eleven (11) members. TRUSD may appoint a representative to sit on the Board of Directors. Should the District exercise this right, causing an even number of members, an additional Board member would be designated by the Board. These additional appointed and designated Board members may expand the board past the general limit of 11 members.

Board member candidates may have experience in the following areas:

- K-12 Education
- Finance
- Information Technology
- Law
- Marketing
- Public Policy
    - Facilities / Real Estate
- Social Services
- Human Resources
- Child Development
- Non Profit
- Parent / Community

Ideal candidates demonstrate an understanding of, alignment with, and endorsement of the charter and mission of HCCS, possess a willingness to dedicate themselves to ensuring the success of the Charter School, understand the Charter School as a direct-funded, independent charter school authorized by TRUSD, and are able to provide resources or expertise and experience in support of the Charter School and organization.

With retention of General Counsel to advise on conflict matters, along with training available to Board members, HCCS has, and will continue to be proactive to prevent any actual or potential conflicts of interest. HCCS will not enter into any consulting contracts or agreements that are deemed to be a real or potential violation of conflict of interest laws, and our General Counsel will ensure that all Board activities are conducted to prevent such conflicts of interest from arising.

Governance Procedures and Operations

~~4.4:~~
Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda ~~will include~~includes time for community input ~~with regards to~~regarding Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website ~~for public viewing~~at least 72 hours ~~in advance of~~prior to any regularly scheduled meeting~~. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available by public request.~~ and at least 24 hours in advance of special meetings. Emergency meetings may be held without standard notice when immediate action is required. Meetings are held at the principal office of HCCS or other publicly accessible, non-discriminatory locations within California designated by Board resolution ~~of the HCCS Governing Board of Directors or in the notice of the~~ or meeting~~.~~ notice. Teleconferencing is permitted if the public can attend from all listed locations, and votes are conducted by roll call. Under AB 2449 (effective through January 1, 2026), Board members may also participate remotely under certain conditions without disclosing their location, provided public access is preserved. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available upon request. The Board meets ~~on a regular basis (e.g.,~~regularly—typically monthly during the school year~~ and as appropriate at other times). Meetings~~ —and meetings are calendared annually~~.~~, with rescheduling allowed for holidays.

~~4.5:~~ Decision~~-~~-Making Procedures

HCCS retains General Counsel to ensure Brown Act compliance for all HCCS board activities, including decision~~-~~-making procedures. Board members have also been provided with Brown Act reference materials and may participate in yearly meetings held by California Charter Schools Association ("CCSA") and/or Charter Schools Development Center ("CSDC~~")~~"), which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

A majority of all voting Board members constitutes a quorum for all business transactions except adjournment. Every action taken or decision made by a majority of Board members present at a duly held Board meeting is considered an act of the Board, subject to more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- ~~approval~~Approval of contracts or transactions in which a director has a direct or indirect material financial interest,

- ~~approval~~Approval of certain transactions between corporations having common directorships,
- ~~creation~~Creation of and appointments to committees of the board, and
- ~~indemnification~~Indemnification of directors.

Meetings may be held by telephone or other telecommunications equipment pursuant HCCS Bylaws and in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

~~Stakeholder~~Educational Partner Involvement

~~4.6: Stakeholder~~Educational Partner Involvement Plan and Process

It is critical that all students are invested in the success of the Charter School and have a voice in matters critical to the Charter School's success. HCCS believes that student investment is integral to a successful student education, and it is commonly accepted that student involvement can have positive and long-lasting educational results. Therefore, ~~we make~~HCCS makes every effort to ensure that student input is considered in the Board's decision-making process. To assure the greatest involvement, HCCS provides multiple opportunities for student feedback. ~~We encourage students and staff to attend, speak, and present at Board meetings; we request that students and staff complete various surveys (e.g., English Learner Advisory Committee ("ELAC") surveys, student satisfaction surveys, exit surveys); we proactively reach out to students regularly to encourage them to meet with our counselors to continue discussing their goals and needs; and we are proudly responsive to the feedback we receive.~~

~~We encourage and teach our~~As part of its continuous improvement efforts, Highlands Community Charter School (HCCS) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 Highlands staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey, which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

Highlands' student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year.

In February 2024, HCCS held the Reading with Relevance event to gather information on the curriculum and its impact. Highlands engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, Highlands focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, Highlands concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. HCCS held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, Highlands hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, HCCS sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. HCCS has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, Highlands facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. HCCS engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, Highlands hosted educational partner events titled Your Voice Matters at 11 locations, compared to one location in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, HCCS gathered educational partner feedback from a total of 830, including 26 responses from students who enrolled in the Equity Initiatives program at the “Your Voice Matters” events, compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, HCCS engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, growth opportunities, and possible solutions. The responses were recorded in Google Forms. HCCS analyzed the data to identify growth areas and build the LCAP goals and actions. HCCS found a high level of consistency in climate surveys and educational partner responses. After careful review, HCCS used this feedback to determine where to increase and decrease spending.

HCCS encourages students and staff to attend, speak, and present at Board meetings; HCCS requests that students and staff complete various surveys. HCCS proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs, and HCCS is proudly responsive to the feedback it receives.

HCCS encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. ~~Our teachers~~Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being. ~~The birth of our mobile clothing closet, housing resource connections, and ELD Navigators program are all examples of student influence on governance and fiduciary direction of the school.~~

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. ~~This feedback is provided during a variety of meetings and discussions schoolwide. Following these meetings, the Executive Director meets with the school leadership team to discuss the changes in the funding formula and how those funds could be used to best meet student needs, after which the Director of Curriculum and Instruction collaborates with the designated coordinator to draft a plan in accordance with State Priorities and local goals. Once decided, the Executive Director and the Director of Curriculum and Instruction meet with school faculty and present State Priorities and the school goals.~~This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public ~~comment~~comments and final plans are approved at a public board meeting. HCCS will consider TRUSD recommendations and comments when drafting its LCAP ~~for the 2019-2020 school year~~. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

~~Student consultations occur with regular frequency in order to promote student input. We consult students by way of student/teacher collaborations, student/counselor collaborations, email, conventional postal delivery services, phone communication, student surveys, and student participation in school activities. Teachers are consulted regularly through monthly professional development opportunities, instructional collaboration, mentor teaching, email, and staff surveys.~~

~~Responses gleaned from the student and staff surveys help the Charter School make program modifications to better serve the students.~~

~~Other student engagement strategies that we employ include:~~

- ~~Student education initiative featuring a variety of sessions on topics such as college admissions, financial aid, financial literacy, student rights, etc.~~
- ~~Posting of Board meeting announcements in the Charter School's main office.~~
- ~~Translation of student communication materials into Spanish, Russian, Farsi, and Arabic.~~
- ~~Frequent opportunities for student involvement in Charter School activities.~~
- ~~Volunteer opportunities on campus.~~

Additionally, ~~we use our~~ HCCS uses the school website to keep ~~our~~the students informed of all upcoming activities, important calendar items, and Board meeting minutes. ~~We promote~~HCCS promotes student involvement by encouraging students to contribute to and drive website content through the sharing of their personal stories which are connected to ~~our~~the website via ~~our~~an Instafeed of social media content.

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals.

~~Element 5: Employee Qualifications~~

Element E Employee Qualifications

"The qualifications to be met by individuals to be employed by the charter school ~~.~~." (Ed. Code § 47605(~~b~~c)(5)(E).)

~~***Overview***~~

Qualified Employment

HCCS ~~believes that all of its employees play a key role in creating a successful learning environment and will~~ shall recruit professional, effective, and qualified personnel ~~to serve in~~for all administrative, instructional, instructional support, and non-instructional support ~~capacities. All employment is contingent upon successful Live Scan reporting through the Department of Justice and a background/reference check. Additionally, staff working~~roles who align with ~~children or working at a campus site with children shall also maintain: First Aid/Cardiopulmonary Resuscitation ("CPR") Certification as part of our internal practice, and current tuberculosis ("TB") testing or risk assessment. HCCS maintains a drug, alcohol, and smoke-free workplace and campus, enforces all applicable laws and policies against harassment of protected classes, upholds requirements for mandated reporters, and provides appropriate due process for complaints, disputes or grievances involving or affecting staff members. Upon confirmation of employment, all HCCS staff shall complete orientation and training as applicable to their position that supports their willingness and ability to fulfill the responsibilities and duties of their position in~~ the school's instructional philosophy, mission, and vision. In accordance with ~~the organization's policies and educational philosophy.~~

~~HCCS is independent from TRUSD and any District employees who choose to work at HCCS will resign their status as employees of TRUSD or~~ Education Code 47605(e)(1), HCCS shall remain nonsectarian in its employment practices and all other ~~school districts and all of their rights and benefits thereof. No person employed by HCCS~~ operations. The Charter School shall ~~be deemed to be employees of TRUSD for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with TRUSD.~~

~~HCCS maintains an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and~~ not discriminate against any individual (employee or pupil) on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual ~~harassment employment laws applicable to public agencies. On or before August 1 of each subsequent year, HCCS shall provide TRUSD with two (2) copies of~~ orientation, immigration status, or any other characteristic included in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or based on association with an individual who has any of the ~~Employee Handbook. HCCS shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to salary, health benefits, sick leave, vacation, and retirement benefits~~aforementioned characteristics.

All employees ~~will~~must possess ~~appropriate~~ the personal qualities, knowledge, and relevant experience outlined in the responsibilities and qualifications ~~according to the~~ section of the posted job description, as determined by HCCS ~~adopted~~ staff in coordination with Human Resources. HCCS staff and Human Resources personnel ~~policies and federal and state statutes~~shall recommend applicants suitable for employment. Following the interview process, final approval shall rest with the Executive Director.

Executive Leadership 2025-2026
Executive Director, Jonathan Raymond
Chief Business Official, Matthew Lemos
Chief Operations Officer, Teresa Cummings
Chief Academic Officer, Eric Chapman

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Administrative Services Credentials
HCCS supports and encourages leadership to obtain administrative services credentials through the CTC. HCCS currently partners with two programs to do this: the Sacramento County Office of Education and the San Diego County Office of Education. As of June 2025, 14 employees at HCCTS have participated in a preliminary and or clear administrative services credential program or have been accepted and will begin in the next cohort.

HCCTS administrators or employees who have completed or are currently enrolled in preliminary or clear administrative credential programs:

1. Eric Chapman, Chief Academic Officer
2. Teresa Cummings, Chief Operations Officer
3. Mayra Valdivia, Senior Director of School Services
4. Christina Martinez, Director of CTE, Workforce and Adult Education
5. Andrew Michaud, Director of Instruction and Professional Learning
6. Isa Cacho, Director of Student Services
7. Melissa Roberson, Director of Accountability and Assessment
8. Carol Zheng, Curriculum Coordinator
9. Niccole Scrogins, Admin on Special Assignment
10. Maya Perry, CICA Principal
11. Khrystsina Talstyka, HCCS Principal

The following employees have been accepted to a preliminary administrative services credential through the Sacramento County Office of Education and will begin in the next cohort:

1. Catherine Thirkill, CASAS Coordinator
2. Vicki Neal, HCCS Principal

HCCS has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024-2025 school year, the Board Policy: 4115 Personnel Evaluation and Supervision outlined the maintenance of a comprehensive personnel evaluation policy to support continuous improvement, accountability, and alignment with the school's mission. This policy applies to all certificated and classified staff and outlines clear expectations for professional conduct, job performance, stakeholder engagement, and compliance. Evaluations are conducted annually and may include observations, self-assessments, performance appraisals, and goal-setting reviews, depending on the employee's role. Supervisors are responsible for providing timely feedback, maintaining documentation, and supporting employee growth. All evaluation records are kept confidential and stored in personnel files in accordance with privacy laws. For more information regarding Board Policy: 4115 Personnel Evaluation and Supervision, see the appendix.

Frontline is an integrated system used for payroll, employee evaluation, and professional learning management. As part of its evaluation functionality, the platform securely stores all employee evaluations and monitors performance trends over time. It facilitates a standardized evaluation process across the organization and provides automated reminders to supervisors regarding upcoming deadlines. All employees are required to review and electronically acknowledge their evaluations within the system.

Teacher Credentialing

HCCTS agrees that all teachers should hold a valid teaching credential for their certificated assignment in conformance with Education Code Section 47605(l)(1) and that classroom paraeducators should not be permitted to teach as the teacher of record or without the immediate supervision of an appropriately credentialed teacher without valid teaching credentials for their assignment. In prior years, teachers at HCCS held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

HCCS has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.
Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable ~~to charter schools.~~ state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Instructional Paraeducators

Instructional paraeducators at Highlands Community Charter School (HCCS) play a vital role in supporting certificated teachers by providing instructional assistance and academic support in students' primary languages. To ensure all paraeducators meet minimum qualifications, HCCS requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, HCCS verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening

All job applicants at HCCS go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. HCCS uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, HR is able to filter applications based on minimum qualifications. Only employees who meet these requirements are eligible for interviews. HCCS BP 4111 outlines the hiring process for external candidates. As part of the pre-employment job application, candidates are asked about their relationships to other employees in order to ensure that no relatives are involved in the hiring decisions and that family members do not report to each other.

HCCTS Hiring and Anti-Nepotism Policy

HCCTS has adopted Board Policy 4212.8, prohibiting relatives from participating in hiring or evaluation processes involving family members to address concerns about nepotism and favoritism. Interviewers must complete disclosure forms, and job postings, evaluations, and offers are now tracked and reviewed centrally by the HR department to ensure consistency and equity.

Organizational Chart & Job Descriptions

HCCTS regularly updates the organizational chart for accuracy based on the roles and structures needed within the organization. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process

The hiring process at Highlands Community Charter School (HCCS) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact, and is reviewed weekly by the Executive Cabinet. Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and communicates the posting status to the hiring manager. This step ensures that each job opening is intentional, well-defined, and appropriately authorized.

Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

Employee Positions and Qualifications

~~**5.1 & 5.2:** **Employee Positions, Job Descriptions, and Minimum Qualifications**~~

~~**Executive Team**~~

~~The executive team at Highlands Community Charter School plays a critical role in creating, improving, and maintaining a meaningful learning environment that promotes the academic progress of our students. Through high quality leadership, our executive team successfully develops, implements, and evaluates school systems and policies, including but not limited to finances, assessment, facilities, and accountability measures under the direction of the Board. Our HCCS executive team job descriptions and qualifications are outlined below.~~

~~*Executive Director*~~

~~Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of HCCS and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of HCCS personnel, evaluation, promotion, termination or discipline of HCCS personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The HCCS Executive Director manages the day-to-day operations of HCCS by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by HCCS, interacts with HCCS accountants and attorneys, and performs other duties lawfully assigned by action of the Board. Our HCCS Executive Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a (4) four year degree and program~~

~~administration and planning experience, preferably with experience in management as an executive officer.~~

~~*Director of Curriculum and Instruction*~~
~~The *Director of Curriculum and Instruction* provides leadership and focus for the development, coordination, implementation and evaluation of instructional quality and content of curriculum and instructional materials, technology infusion and professional development programs for Highlands Community Charter School. The Director of Curriculum and Instruction possesses, at a minimum, a bachelor's degree, preferably a master's degree, in a field related to Education, seven (7) years teaching experience in English Language Development, high school core classes or Career Technical Education ("CTE").~~

~~*Chief Operating Officer*~~
~~The *Chief Operating Officer* plans, organizes, monitors, coordinates and supervises a complex system of school operations, including but not limited to: staff evaluations, student engagement, school safety, employee performance, school climate, data analysis and impact on instruction, organizational alignment of curriculum per the Director of Curriculum and Instruction, budget development, professional development for classified employees, leadership training and community partnerships. The Chief Operating Officer provides leadership in promoting the educational objectives and values of collaborative planning, implementation of the decided curriculum per the Director of Curriculum and Instruction for classified employees, effective instructional practices and support programs and services, and directly supervises HCCS individual department leadership. The minimum qualifications for this position include any combination equivalent to a four-year degree in business, public administration or a related field, preferably with five years of increasing responsibility and experience in the administration of operational programs in education.~~

~~*Executive Assistants*~~
~~HCCS employs executive level support staff members who report directly to their respective Directors. *Executive Assistants* provide administrative support in one-on-one working relationships. The Executive Assistants serve as the primary point of contact for internal and external audiences on all matters pertaining to their Director. The Executive Assistants serve as liaisons to the Board of Directors and senior management and organize and coordinate administrative outreach and external relations efforts. HCCS Executive Assistants demonstrate a high degree of self-directedness, proactive attitudes, sound independent judgment, discretionary decision making, and professional accountability. HCCS Executive Assistants accommodate different work styles, demonstrate sound and consistent judgment, make timely decisions in relatively complex situations, and prioritize among multiple projects. At a minimum, HCCS Executive Assistants have 3 or more years of experience working at a senior and/or administrative level. Possession of an AA/BA or equivalent experience is preferred.~~

~~***Instructional Division***~~
~~Highlands Community Charter School recognizes the immense importance of our instructional staff in achieving our mission and the goals set out in our Schoolwide Learning Objectives. Our teachers motivate students and support their achievements while fostering positive, trusting~~

~~relationships to create a productive learning environment. Our instructional support staff ensure students and teachers are working together in a safe and supportive climate and encourage access to additional resources as necessary. As such, HCCS screens and hires highly qualified staff for our Instructional Division who, under the direction of the Director of Curriculum and Instruction, meet the minimum specified qualifications outlined below.~~

~~**Administrators**~~
~~Administrators play a key role in the delivery of quality instruction at Highlands Community Charter School. Our Administrators ensure that educational strategies are in place to support effective learning for all students. They serve as facilitators, guides, and supporters of quality instructional practices in addition to overseeing day-to-day operations and expeditiously making improvements as necessary.~~

~~*Site Administrators*~~
~~Highlands Community Charter School employs *Site Administrators* who serve as the operational leaders and administer the site(s), faithfully perform the duties for HCCS in accordance with Board Policies as may be assigned by the Board, and comply with all lawful Board directives, state and federal law, rules, and regulations as they exist or as they are adopted or amended. The HCCS Site Administrators hold bachelor's degrees or an equivalent combination of experience, training, and education with prior experience working in an academic leadership capacity.~~

~~**Coordinators**~~
~~Coordinators are an integral part of the academic team, supporting various elements of the instructional program, supervising instructional staff, effectively delivering curriculum through staff training, supporting the achievement of departmental goals, learning outcomes, and benchmarks. Academic coordinators at~~ See Appendix for the 2025 Organizational Chart.

Professional Development
In the 2024–2025 school year, HCCS adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with HCCS's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

HCCS offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. HCCS evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, HCCS offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. HCCS provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

Highlands Community Charter School ~~are innovative and responsive to student needs. HCCS coordinator position and qualifications follow.~~

~~*Special Projects Coordinator*~~
~~To best serve students through an offering of broad course offerings and programs, HCCS employs a *Special Projects Coordinator* to provide leadership and project management to key strategic initiatives in support of quality instruction. The Special Projects Coordinator directs and coordinates the planning, facilitation, and writing of the Local Control Accountability Plan as well as services, accountability, compliance, and other activities connected with~~ (HCCS) recognizes the critical role of targeted ~~academic processes, programs, and projects. In addition, the Special Projects Coordinator reviews and ensures compliance mandates are met for the Workforce Innovation and Opportunity Act ("WIOA") as part of HCCS's ongoing Career and Technology Education programs development, oversees student monitoring, tracking data from internal or external measures to assist second language speakers with achieving reclassification, and understands current practices related to State associated compliance mandates (e.g., Local Control Accountability Plan, WIOA, Categorical programs, and English Language Learners), current requirements for students to achieve graduation eligibility, and matriculation practices related to student credit status agreements with local colleges. The Special Projects Coordinator implements professional learning methods for adult learning, possesses professional presentation skills with small or large group participants and has a proven track record of working successfully with teachers, support staff, and students. The Special Projects Coordinator possesses prior knowledge relating to state mandates such as LCFF-LCAP, WIOA, CTE, is skilled in the use of data management systems, English learner certifications, and has the ability to meet deadlines as articulated by various compliance mandates (e.g., WASC, School Reauthorization, Reclassification).~~

~~*Professional Learning Coordinator*~~
~~In addition, supportive efforts include the hiring of a *Professional Learning Coordinator* whose chief responsibility is to coordinate the ELD Program, advise and act in an academic leadership capacity. The Professional Learning Coordinator possesses previous experience coordinating ELD Professional Development and the ability to work with sensitive and confidential~~

~~information and maintain confidentiality. The HCCS Professional Development Coordinator communicates well with a diverse group of people on a daily basis. Minimum qualifications include 5 years teaching experience and the possession of a valid California teaching credential, the ability to work with sensitive and confidential information and maintain confidentiality and the ability to communicate with a diverse group of people on a daily basis.~~

~~*Child Development Coordinator*~~
~~As part of our Early Childhood Education program, our *Child Development Program Coordinator* plans, organizes, and coordinates the Child Development Associate ("CDA") program and the Play Care Program to comply with District, licensing, and other requirements including mandated legal and regulatory provisions; supervises staff assigned to the Center; prepares, recommends, and implements policies, procedures, and operations that pertain to the Child Development Program which includes the CDA credentialing and Play Care Program at all sites. At a minimum, the Child Development Program Coordinator possesses a master's degree from an accredited college/university, preferably in human development, child development, or early childhood education and/or bachelor's degree with a minimum of four (4) years' experience in a child care center environment with increasing supervisory responsibility. The Child Development Program Coordinator has possession of, or eligibility to obtain and retain, a Child Development Program Director Permit issued by the California Commission on Teacher Credentialing; experience in directing a licensed program and the corresponding management experience; and demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, ethnic, and disability backgrounds of high school students.~~

~~**Academic Specialists**~~
~~As part of ongoing and growing efforts to support our instructional team and in order to ensure students are receiving the highest quality instruction and support HCCS can provide, we employ specialists to support school instruction and operations. Each academic specialist candidate possesses the necessary education and professional experience related to their field of specialty to qualify them for the duties and responsibilities of the position. Our specialist positions and qualifications are as follows:~~

~~*Credentialing and Program Development Specialist:*~~
~~The Credentialing and Program Development Specialist coordinates and provides analytics, data management, event support, policy and procedure compliance, and technical services to programs such as professional development, curriculum and instruction, and/or sites with standalone, categorical, community-based, or other specially funded education programs that contribute to and encourage attendance and retention for targeted students or groups. The Credentialing and Program Development Specialist is a position that is part of research, data management, analytics, and event support to academic and administrative programs and services, as well as Human Resources. The Credentialing and Program Development Specialist applies program logistics and planning skills along with research, data compilation, and statistical analysis knowledge to provide decision support to a range of programs and services such as those for enhanced learning,~~ professional ~~growth and development, and teacher support. The Credentialing and Program Development Specialist demonstrates success in working with a wide range of stakeholders such as educational oversight agencies, service providers, human resources, school administrators, board of governance, certificated, classified and leadership~~

~~staff. The Credentialing and Program Development Specialist is responsible for assisting in the hire of new teachers and confirming/guaranteeing their eligibility to teach by providing credentialing analytics. The position requires a well-developed knowledge of school administrative services, programs for developing and retaining teachers, and services for retaining and engaging students, parents/families, and communities; computers, office productivity applications such as word processing, spreadsheets, and graphics, and specialized data management programs used in education; writing skills to prepare brochures, technical materials, and reports; and human relation skills to make formal presentations, facilitate group processes, and exercise sensitivity to diverse populations. The position requires working knowledge of program goals and objectives, procedures and regulations, the roll of cultural, social, and related activities in student engagement, community demographics; the~~ development in fostering staff effectiveness and advancing organizational goals. While HCCS offers all-staff professional development ~~programs that enhance teaching; and math skills sufficient to read and analyze financial statements. The position requires the ability to carry out all aspects of the job; convert program goals into action plans; evaluate program outcomes; to plan, prioritize, and assign work in order to meet yearly schedules and timelines; facilitate meetings and processes involving diverse groups; maintain confidentiality of private and sensitive information; and secure funding, secure local interagency partnerships, and accomplish goals within financial limitations, maintain productive and cooperative working relationships with others as well as a bachelor's degree or equivalent combination of experience, training, and education with prior experience working in a school setting~~days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

~~*Reclassification Specialist*~~

~~The *Reclassification Specialist* performs a variety of complex clerical and statistical record keeping duties related to the enrollment, transition, graduation or withdrawal of students including those in special programs, according to established policies and procedures. This individual receives, sets up, and evaluates records, updates files with class credits and grades as needed, evaluates records for compliance with graduation requirements, and maintains and archives academic records. The Reclassification Specialist possesses a high school diploma and college-level coursework in business practices, or equivalent, and three years of progressive experience providing administrative support in records, attendance, and data entry of student information. Additional higher education may substitute for some experience.~~

~~*Reading Specialist*~~

~~The *Reading Specialist* works with students who are identified by the Director of Curriculum and Instruction or designee and who have a written 504 plan. The HCCS Reading Specialist provides direct services to these individuals on a one-to-one or group basis. Instruction occurs in an appropriate educational setting and may include the general education classroom. The Reading Specialist, with other Academic Leadership team members, defines specific goals and objectives in the written 504 plan and participates in the annual review, triennial review and any special review of the students' progress. The minimum qualifications that the Reading Specialist possesses are three (3) or more years of teaching experience, including both regular and special~~

education, and a valid and clear teaching credential in either Multi/Single Subjects or Adult Education.

Counseling Team

Our school counselors and other counseling support staff are vital members of the HCCS educational team. We employ counselors to assist each and every student in a multitude of areas including academic achievement, career readiness, and social/emotional health, safety, and development, ensuring our students become productive, well-adjusted participants in the community. Outlined below are the positions and qualifications of our counselors and counseling support staff.

Lead Counselor

The *Lead Counselor* at Highlands Community Charter School manages the Counseling Services Program. This individual provides academic counselor evaluations and program administration while cooperating with the administrative staff in planning curricular programs to meet the needs of students. The HCCS Lead Counselor prepares publications as required and conducts evaluative studies of the school programs and their effectiveness in achieving student learning outcomes. At a minimum, our Lead Counselor possesses a bachelor's degree, and prior job related experience, preferably with progressively responsible management experience.

ELD Counselor

The *ELD Counselor* oversees advising and/or academic program for the English Language Development Program. The minimum qualifications met by the HCCS ELD Counselor are equivalent to a master's degree and experience in counseling, successful experience working in schools as an outside agent, demonstrated experience in developing and managing complex schedules and using effective interpersonal communication skills.

Counselors

HCCS *Counselors* provide counseling and guidance services to students. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. HCCS Counselors refer students to other community resources, support groups and social service agencies as appropriate. At a minimum, HCCS Counselors possess a bachelor's degree with a major in School Counseling and two (2) years of experience as a high school counselor.

ELD Navigators

HCCS employs *ELD Navigators* under the direct supervision of the ELD Counselor or designee. The ELD Navigators work with English language learners to deliver assistance in the students' native languages whenever possible while connecting to community and school resources and services. The ELD Navigators provide a means for clear communication for students to receive information regarding school activities, procedures, programs, career technical guidance and services available. At a minimum, ELD Navigators possess a bachelor's degree or an equivalent combination of experience, training, and education with prior experience working in a school setting. HCCS ELD Navigators are bilingual or even multilingual, preferably in Spanish, Farsi, or Slavic dialects.

Teaching Team (Instructional)

At HCCS we know that teachers are the direct line for ensuring that our students are able to achieve the goals set forth in our mission and schoolwide learner outcomes. Therefore, we screen and hire only highly qualified teachers. Teachers are responsible for facilitating a learning environment supportive of California state educational standards and HCCS philosophy. Teachers hold a minimum of a bachelor's degree from a degree granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally, all teaching staff meets the highly qualified requirements of the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, HCCS teachers of core academic subjects have:

1. A bachelor's degree from a degree granting college or university,
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or an appropriate Adult Education or other Designated Subjects credentials, and
3. Demonstrated core academic subject matter competence. Demonstrated core academic subject competence for elementary grades is done through a California Commission on Teacher Credentialing (CCTC) approved subject matter examination or by completing the California High Objective Uniform State Standard of Education ("HOUSSE") certification process. Alternatively, as our classes are organized primarily for adults and constitute alternative curricula in Education Code Section 44865, HCCS teachers may fulfill their highly qualified status via California's Verification Process for Special Settings (VPSS). High school teachers teaching in multiple subjects environments are subject to the same requirements. High School teachers working in specific subject matter areas are held to the middle/high school requirements of the ESEA/ESSA as follows:
    a. Successful completion of the applicable CCTC approved subject matter examination;
    b. Completion of a coursework option such as:
        i. a CCTC approved subject matter program;
        ii. a major coinciding with the assigned area of instruction;
        iii. a major equivalent (32 semester units); or
        iv. possession of a graduate degree in the core academic subject area to be taught
    c. Normal Board certification in the core academic subject to be taught
    d. Completion of the HOUSSE certification process.

California Education Code 44253.1 requires all teachers with a Multi or Single Subject credential serving English Language Learner (ELL) students hold appropriate authorization: CLAD/CTEL/SB 395/AB 2913. While not all HCCS teachers who have Multi and Single Subject credentials instruct ELL students, as a part of HCCS' ongoing commitment to excellence, HCCS strives to prepare every certificated staff member to serve ELL/ELD students by properly equipping teachers with the tools and training needed to serve this high demographic of HCCS students. This commitment and opportunity for professional development is provided both to those holding CLAD certifications through their Multi and Single Subject credentials as well as those who are not required to possess it, such as those with CTE or Designated Subjects credentials. Upon employment, all HCCS certificated staff are offered ELD training and ongoing

professional development throughout the year by working with ELD academic leaders and mentors to improve test scores, develop teaching instruction, and identify areas of strengths and weaknesses in student learning. HCCS encourages all certificated staff to complete, update and maintain their ELL authorizations through ongoing education and training, both at the university level and through HCCS professional development.

HCCS key administrative staff will have training to assure understanding in determining the fulfillment of ESEA/ESSA's highly qualified requirements. HCCS teacher credentials are reviewed by the Director of Curriculum and Instruction, the Credentialing Specialist and the Human Resources Generalist annually and on an ongoing basis as needed. These documents shall be maintained on file at HCCS headquarters and shall be subject to periodic inspection by TRUSD.

TRUSD reserves the right to review HCCS hiring decisions to ensure compliance with applicable federal and State mandates regarding highly qualified teachers and to determine whether a teacher is deemed to be appropriately credentialed and "highly qualified." No later than September 1 of each year, HCCS will provide TRUSD proof of employment of appropriately credentialed, "highly qualified" full-time equivalent teachers at HCCS for that school year consistent with the qualification requirements. Flexibility will be given to teachers hired by HCCS for non-core courses as permitted by Education Code section 47605(l).

As a diverse community for social justice serving a diverse population of the formerly unserved, our teachers are specialists in the type of classroom instruction they provide. Our teachers come from a multitude of professional backgrounds in education which ensures that our students are receiving the greatest support available to them. HCCS strives to ensure that all students are provided highly qualified teachers, providing high caliber instruction to meet our learners' needs. Following are job descriptions for the various teaching positions we currently offer, including any additionally required and/or desired qualifications.

Lead Teachers
HCCS *Lead Teachers* provide instructional leadership and serve as a support for teachers and students, in order that they may assist in the building of positive, productive school environments. HCCS Lead teachers are professionals who have excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and students and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school. HCCS Lead Teachers possess valid California teaching credential, three (3) years of successful teaching experience, and a recommendation from an HCCS Administrator.

Site Leads
Site Leads oversee the programs, operations, and personnel for an assigned school, assure safe and positive learning environments for the students and staff, and report to the Director of Curriculum and Instruction regarding site and personnel status. The minimum qualifications our Site Leads meet are five years teaching experience and a valid California teaching credential.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of HCCS. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

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~~Academic~~ ~~*Teachers*~~

~~HCCS *Academic Teachers* will instruct in one or more core academic subject area(s) and provide related services to adult students. Our teachers must have a strong desire to work with adult students to help them achieve their academic, personal, and professional goals. HCCS Academic teachers use engagement strategies, standards-based lesson plans and curriculum planning with a team. Our teachers participate in site and professional association meetings, develop and implement lessons, keep accurate records and grades, and attend a majority of after-school meetings/events.~~

~~*English Language Development (ELD) Teachers*~~

~~Our *English Language Development (ELD) Teachers* create lesson plans to teach non-native speakers to read, write, speak and understand English. They help students learn English grammar, pronunciation and conversational skills. ELD Teachers are expected to improve the reading, writing, listening and speaking skills of the increasing population of global newcomers to HCCS. ELD Teachers plan, implement, monitor, and assess a classroom instructional program. Our ELD teachers possess a Bachelor's degree from an accredited institution, possess or qualify for an Adult Education Elementary and Secondary Basic Skills teaching credential, a Multiple Subject credential, or any Single Subject credential, and have a certification for teaching English Learners (TESOL, TEFL, etc.) and/or a degree (or minor) in teaching English and/or English as a Second Language. ELD teachers at HCCS have taught English as a Second Language for at least 3 years and have the ability to communicate with a diverse group of people on a daily basis.~~

~~*Career and Technical Education Teachers*~~

~~The *CTE Teachers: Heavy Truck and Bus* instruct and provide related services to adult students attending the HCCS Heavy Duty Truck Driving, Bus, and OSHA Forklift program. The HCCS CTE Teachers have, at a minimum, current Class A and Class B driver's licenses, three years of driving experience as a Class "A" Driver, and an appropriate California teaching credential to teach adults the designated trade, technical, or vocational subject assigned to them, which may include but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential. Per California Education Code Section 47605(l), as a non-core, non-college preparatory instructor.~~

~~*Early Childhood Education (ECE) Teachers*~~

~~HCCS *Early Childhood Education (ECE) teachers* perform instructional duties as members of a co-teaching team in a preschool/school age children setting under the direction and supervision if the Child Development Coordinator. ECE teachers collaborate in curriculum, planning, and implementation of related activities. Their work is performed in collaboration with ECE Paraeducators. At a minimum, ECE teachers hold a high school diploma and a current Child Development Teacher Permit from State of California. ECE teachers possess at least one (1) year experience in working with preschool aged children, formal training in basic first-aid and~~

~~CPR with a Pediatric Certification, a TB clearance certificate within the last year, state mandated reporting certificate, and all required immunizations by the State of California.~~

~~*Paraeducators*~~
~~HCCS recognizes the value of trained paraprofessional staff (teacher assistant/cultural assistant) in the classroom to aid the teacher in the instruction of students. In response to HCCS' desire to meet the same qualifications as other quality schools, HCCS chooses to adopt the ESEA/ESSA, formerly NCLB, Highly Qualified Paraprofessional provisions as part of the minimum qualifications of this position. HCCS *Paraeducators* assist certificated teacher(s) in the instruction of students placed in regular programs, monitor and report student progress in areas of behavior and performance, and perform clerical and instructional support duties. HCCS Paraeducators have highly proficient oral and written use of the English language.~~

~~*Early Childhood Education (ECE) Paraeducators*~~
~~*ECE Paraeducators* perform instructional duties as members of a co-teach team and collaborate in curriculum, planning, and implementation of related activities. Our ECE Paraeducators work in collaboration and under the general direction of an ECE teacher. All of our paraeducators have a high school diploma, a current Child Development Associate (CDA) or Child Development Associate Credential or a credential approved by the Department of Children and Family Services or State of California Teacher Credentialing as being equivalent to or greater than the Child Development Associate Credential (CDAE), and one (1) year of experience in working with preschool or elementary school-aged children. Additionally, ECE Paraeducators must possess and renew the following prior to expiration and maintain active as a condition of employment:~~

- ~~A state-awarded associate teacher permit or higher~~
- ~~TB clearance certificate~~
- ~~Pediatric CPR and First Aid certificate~~
- ~~Mandated Reporter certificate~~

~~**Assessment Team**~~
~~Assessment is a powerful learning tool that supports student learning, informs teaching practices, and improves the quality of education. As such, we employ a team of test proctors to help enhance learning and education by providing accountability measures during test taking and ensuring academic integrity.~~

~~Highlands Community Charter School employs *Lead Proctors* who provide leadership and serve as a support for Test Proctors and students, in order that they may assist in the building of positive, productive school environments. Our Lead Proctors possess a minimum of two (2) years of experience as a proctor, knowledge of CASAS policies, WIOA II Grant, and testing protocol, proficiency in Excel, Word, and TOPS Database, and excellent customer service and ability to pivot.~~

~~*Test Proctors*~~
~~HCCS Test Proctors administer assessments and exams, including the CASAS (Comprehensive Adult Student Assessment System). This is done at multiple sites, often requiring transporting laptop computers as part of our mobile testing center. To minimally qualify, our Test Proctors~~

must possess a high school diploma, computer literacy including basic word processing, spreadsheet, and database skills, the vigilance necessary to prevent cheating, the ability to administer testing rules, and the ability to communicate with a diverse group of people on a daily basis. Preferably, ideal candidates possess an associate degree, have test proctoring or similar experience, and are bilingual in both English and one or more of the following languages: Spanish, Russian, Farsi or Arabic. All testing proctors are trained in CASAS with the result being a certificate of training completion. They are provided professional development and attend a 2-4 week shadow internship. They are also required to attend an annual CASAS conference further allowing them to develop professional competence using CASAS.

Academic Support Team

The Highlands Community Charter School academic support team is essential for the support they offer to our staff, ensuring that our academic operations run efficiently. Our academic support team helps to maximize student success and achievement by enabling all instructional teams to work effectively in delivering schoolwide goals.

Data Analyst and Compliance Officer

The *Data Analyst and Compliance Officer* learns and applies clearly defined program and research design procedures, conducts surveys, designs data structures, analyzes statistical information and coordinates the preparation of data driven reports. The Data Analyst and Compliance Officer's expanded knowledge of research procedures creates the ability to design and coordinate program steps to meet standards and outcomes, as well as perform difficult academic assessments using statistical inferences and research literature prepared by others. At a minimum, the Data Analyst and Compliance Officer has strong and polished interpersonal, written and oral communication skills, is a creative, strategic and analytical thinker with the ability to manage multiple projects, is experienced in developing and managing budgets, hiring, and training, supervising and assessing personnel, is highly organized and able to work well with others, has knowledge of Microsoft Office and Windows based computer application and database management, has previous supervisory experience, and is able to work with a variety of populations, including adults who are in recovery, adults transitioning out of homelessness, and persons in need of our unique academic offerings. Ideally this individual has experience interacting with school boards and community-based organizations.

Registrar

The *Registrar* is responsible for maintaining student records, processing student enrollment, transfers, and withdrawals for the campus. The HCCS Registrar has a high school diploma and 2 years' experience as a Registrar or Office Assistant.

Site Secretary

The *Site Secretary* performs a variety of complex technical and secretarial duties, coordinates the work flow of the school office, provides information and assistance to students, faculty, administrators, staff, and school visitors, and performs public relations and communication services as assigned. At a minimum, the Site secretary is required to have two (2) years secretarial and/or clerical experience, one year of secretarial and/or clerical experience within an educational organization, and an associate degree or higher from an accredited college or university.

~~Operational Division~~

~~The Operational Division at Highlands Community Charter School is fundamental in ensuring that we are able to continuously improve and strategically manage the environment in which effective teaching and learning takes place. Our Operational Division provides support and mobilizes resources schoolwide to ensure efficient planning, application and optimum use of school resources. The HCCS Operations Division provides hands-on support with all aspects of school operations, giving all of HCCS the confidence to move forward with our vision and mission. As such, HCCS screens and hires highly qualified staff for our Operational Division who, under the direction of the Chief Operations Officer, meet the minimum specified qualifications outlined below.~~

~~Directors~~

~~At Highlands Community Charter School, we understand the vital contributions our Operational Directors make through the leadership they provide. Our Operational Directors exercise this leadership by tirelessly striving to reach our long-term vision of eradicating educational inequality and promoting student achievement through planning, policy setting, advocacy, and monitoring performance to effectively hold HCCS staff accountable to achieving the goals set in our mission so that each and every student succeeds.~~

~~Director of Marketing and Communications~~

~~The *Director of Marketing and Communications* is responsible for the overall public communications of HCCS. This includes, but is not limited to, planning, directing, and coordinating the internal and external communications to and from the governing board of directors, and with the public, administration, faculty, and staff. Our Director of Marketing and Communications possesses, at a minimum, any combination equivalent to graduation from a 4-year accredited college with specialization in journalism, English or public relations plus experience in public relations management, public information, public affairs or similar occupations. In this position, the Director of Marketing and Communications has progressively responsible experience, preferably in a supervisory or administrative capacity, conducting complex research and/or media analysis in a major media market with prior on-camera media experience preferred.~~

~~Supervisors~~

~~Our Supervisors play a key role in helping us reach our mission by setting goals for performance, allocating work, monitoring productivity and compliance, providing leadership, building teamwork, and ensuring workforce involvement.~~

~~General Services Supervisor~~

~~At HCCS our *General Services Supervisor* plans, organizes, directs, administers, reviews, and evaluates schoolwide facilities, maintenance, operations, and purchasing. This position must also supervise warehouse programs and services encompassing facilities planning, construction and maintenance, hazardous materials management, safety management, property management, architectural services, custodial, grounds maintenance, purchasing/warehouse, and general operational services. In this position, the General Services Supervisor exercises independent authority within the scope of responsibilities. This scope includes supervising appropriate staff~~

working in facilities, maintenance, operations, and purchasing/warehouse. The General Services Supervisor acts as a liaison with other HCCS department directors and various city, county, state, and federal agencies in relation to the facilities, maintenance, operations, and purchasing/warehouse activities at HCCS. The qualifications of our General Services Supervisor include an understanding of principles, methods, and practices of school planning, organization, and direction of custodial operations and facilities planning as well as maintenance and purchasing/warehouse service. In this position they are also qualified to complete budget preparation and control, policies, practices, and procedures pertaining to the maintenance, repair, and operation of building complexes. Knowledge of applicable health and safety regulations, equipment, materials, and supplies used in educational settings are also critical. Additionally, the General Services Supervisor is involved with contract management and administration, both oral and written communication, principles and practices of administration, supervision, training, interpersonal skills, patience, and courtesy. Minimum qualifications include experience with computers and assigned software, environmental, health, and safety knowledge, and knowledge related to the regulation of employees, buildings, and property, technical knowledge, preventive maintenance, materials, equipment, and procedures used in various building construction trades and custodial and grounds service operations.

Independent Studies ("IS") Supervisor

The Highlands Community Charter School *Independent Studies Supervisor* is responsible for all programs that are aligned to an Independent Studies instructional model, including program compliance including attendance, CALPADS reporting, instructional assignment, charter petition, and charter renewal. WASC accreditation, campus/facility management, and fiscal compliance are all conditions to successfully fulfilling the job. The IS Supervisor has the ability to coordinate and manage the Independent Studies program. This is a classified administrative position that supervises the program on a variety of HCCS campuses and is part of HCCS's high school diploma program. The HCCS Independent Studies Supervisor should possess a BS or BA degree from a recognized college institution in Liberal Studies, Business Administration, or a degree of a similar nature that is in alignment to the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability are essential. The Independent Studies Supervisor must have a thorough knowledge of school SIS (Student Identification Systems, i.e. Powerschool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. In this position it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regards to communication, record keeping, staff presentations, fiscal accountability, or stated mandated compliance associated with Independent Studies. The IS Supervisor must possess the ability to prepare and lead presentations with staff, administration, community stakeholders, and the Board of Trustees for HCCS as well as a thorough understanding of the compliance regulations governing Independent Studies as a recognized educational alternative. It is also essential for this position to have a thorough knowledge of CALPADS and its use for Independent Study tracking, including student demographics, course completions, and student status toward diploma success. The IS Supervisor can communicate effectively and clearly both orally and in writing with a diverse staff and student population, has a proven track record of leadership practices associated to classified and certificated staff,

~~understands and is prepared to produce all documentation necessary to perform and complete annual audit requirements associated with Independent Study.~~

~~*Business Services Supervisor*~~
~~The *Business Services Supervisor* is responsible for all areas relating to accounting, developing and maintaining accounting principles, practices, and procedures to ensure accurate and timely financial statements. Our Business Services Supervisor performs a variety of accounting duties in the processing of payroll, accounts payable, accounts receivable, and purchasing and is qualified through a strong understanding of accounting theory and generally accepted accounting principles. The Business Services Supervisor has a proven work ethic and possesses a can-do attitude and ability to meet assigned deadlines. This person is proficient in Microsoft Excel, Microsoft Office, email systems, and has the ability to communicate with a diverse group of people on a daily basis. Preferable qualifications include 6-8 years accounting/finance experience, specifically within a public or school district setting.~~

~~*Career Services Supervisor*~~
~~Our *Career Services Supervisor* assists all students and alumni in the development of career technical education, career identification, job search, and employment opportunities. In addition, the HCCS Career Services Supervisor continually works to expand the scope of services through the implementation of data-driven workshops and the utilization of various internal and external resources. The Career Services Supervisor also aims to accomplish organizational objectives by managing staff and seeking professional development. Our Career Services Supervisor is qualified through experience in planning, organizing, monitoring, implementing, and supporting career services, work experience, and supplementary instruction programs. The Career Services Supervisor also supervises the performance of assigned personnel and communicates effectively both orally and in writing, interpreting, applying, explaining rules, regulations, policies, and procedures. This person is responsible for establishing and maintaining cooperative and effective working relationships, analyzing situations accurately and adopting effective course of actions, meeting schedules and timelines, working independently with little direction, preparing comprehensive narrative and statistical reports, directing the maintenance of a variety of reports and files related to assigned activities, and maintaining consistent, punctual and regular attendance.~~

~~*Administrative/Office Assistants Supervisor*~~
~~HCCS employs an *Administrative/Office Assistants Supervisor* who plans, organizes and supervises the activities of assigned administrative and office assistants sections within the established office and school sites as directed. The Administrative/Office Assistants Supervisor is responsible for the maintenance of records, reports, and student filing procedures and analyzes assigned projects. The Administrative Supervisor supervises, reviews, and assigns project functions to administrative staff. At a minimum, the Administrative Office Assistants Supervisor possesses an associate degree or equivalent combination of experience, training, and education with prior experience. Experience working in a school setting preferred, and is bilingual, preferably in one or more of the following languages: Spanish, Farsi, or Slavic dialects.~~

~~**Managers**~~

~~Managers at HCCS contribute to the achievement of our mission by arranging various factors of the organization. Managers effectively allocate and integrate resources while motivating HCCS staff in their departments. They also negotiate for resources and other support, providing the assurance that staff and students at Highlands Community Charter School are able to achieve the goals set out in our mission and schoolwide learner outcomes.~~

~~*Facilities Manager*~~
~~The *Facilities Manager* coordinates, schedules, and monitors use of school facilities for academic and/or nonacademic events organized by HCCS and the community. The Facilities Manager also performs a variety of logistics support duties such as arranging for space, energy and lighting, staffing and security, food services, and clean-up. The Facilities Manager also prepares specialized records, contracts, and reports for facility use and coordinates with partnering schools to assist in classroom and teacher needs facilitation, and provides a variety of logistics, contracting, and support to scheduling offering school site campuses facilities for use. The position requires a high school diploma or equivalent plus four years of progressively responsible experience in an event or facilities planning environment, an Associate's degree in business, program administration, or equivalent is preferred and may substitute for some experience~~

~~*IT Manager*~~
~~Our *IT Manager* maintains and expands our computer networks, manages the WAN, LAN, SAN and EDI computer platforms, while looking for ways to grow our networks in a cost-effective way to meet future needs. The IT Manager is responsible for developing network maintenance and growth plans, creating annual and project budgets, managing the IT staff, and keeping the executive team up to date on the latest networking technologies that could help the Highlands Community Charter School to succeed. At a minimum, the IT Manager possesses a bachelor's degree in Computer Science or related field and 5+ years of experience in information technology management~~

~~**Operational Specialists**~~
~~As part of our ongoing and growing efforts to support our operational team and in order to ensure students are receiving the highest quality instruction and support HCCS can provide, we employ specialists to support school instruction and operations. Each operational specialist candidate possesses the necessary education and professional experience related to their field of specialty to qualify them for the duties and responsibilities of the position. Our specialist positions and qualifications are as follows:~~

~~*Transition Specialists*~~
~~*Transition Specialists* at Highlands Community Charter School provide transition and employment services to students and qualified California State and Sacramento County ex-offenders; assist participants with enrollment, making appointments, telephone calls, writing letters and filing forms; and provide individual job development, placement assistance, job coaching, follow-along, and follow-up services. Our Transition Specialists are qualified with one (1) year of experience in career advising and/or job development or closely related field is required, an associate degree or higher from an accredited college or university, evidence of the~~

~~ability to type 30 wpm, preferably with experience working with students and/or adults with special needs.~~

~~*Data Specialist*~~
~~The *Data Specialist* will be responsible for maintenance of data throughout the systems used by Highlands Community Charter School. The Data Specialist will work with employees, partner organizations, and The California Department of Education (CDE) to ensure proper usage and implementation of data systems used by HCCS. The Data Specialist will be the primary point of contact for all data-related matters for HCCS, including but not limited to audits, CALPADS, and Principle Apportionments. This job requires someone who possesses high attention to detail, good judgment, efficient execution, is highly reliable, and has the ability to quickly learn and implement new technology. The minimum qualifications for this position are an understanding of how to manage a database, proven ability to develop scripts and software, strong problem solving skills, and effective communication skills.~~

~~*Maintenance Specialist*~~
~~The *Maintenance Specialist* performs inspections, maintenance, and repairs to ensure that all students, staff, and the community are provided a safe, attractive, clean, and healthy environment for learning and work. The Maintenance Specialist minimum requirements include- a high school diploma and certificates pertaining to the trade; holds a license for the type of equipment to be driven, with no serious violations, demonstrates knowledge, a minimum of three years of experience, and proficiency in several areas of maintenance (e.g., plumbing, painting, carpentry, masonry/concrete/tile, window glazing, electrical, mechanical, HVAC systems, roof repair, plastering/spackling, field/playground maintenance, furniture repair, and small engine repair); has excellent integrity and demonstrates good moral character and initiative; exhibits a personality that demonstrates interpersonal skills to relate well with students, staff, administration, and the community; and demonstrates the ability to communicate effectively in English, using proper grammar and vocabulary.~~

~~*Social Media Specialist*~~
~~The *Social Media Specialist* position performs professional-level marketing/public relations/social media duties that align with HCCS goals and objectives for student achievement. The Social Media Specialist also actively participates in the creation, design, and production of HCCS publications and manages and develops content for our website and social media. Our Social Media Specialist is a self-starter who thrives in a fast-paced team, has strong organizational skills and enjoys problem-solving. Ideally, the Social Media Specialist has a bachelor's degree from an accredited college or university in a field related to marketing, advertising, public relations or communications, five (5) years of experience performing communications/marketing/public relations at the professional level, and has experience in a diverse public education setting. The Social Media Specialist is preferably bilingual in English and 1 other language.~~

~~**Generalists**~~
~~HCCS employs 'Generalists' who have a diversity of skills and abilities in which they excel and whose knowledge is dispersed over a wide range of subjects. We recognize the value of members~~

of our team being able to see deeper inside this interconnectedness of instruction, operations, and students services and find solutions that help us reach our mission.

Human Resources Generalist

The *Human Resources Generalist* assists managers and supervisors with the interpretation and routine application of District policies, procedures, and appropriate Memorandum of Understanding pertaining to Human Resources. Our Human Resources Generalist responds to requests for documentation related to human resources and risk management activities; assists employees and departments with the interpretation of personnel related procedures; works with hiring authorities to perform all aspects of the recruitment and hiring process including developing and posting jobs; job announcements, reviews and screens applications; and develops and administers appropriate selection tools while maintaining eligibility lists and fingerprinting. We require that our Human Resources Generalist possesses the equivalent to an Associate's degree in Human Resource Management, Business Administration, Labor Relations or Organizational Leadership and two (2) years increasingly responsible experience performing human resource functions, payroll, or other administrative clerical, financial and/ or statistical record keeping that can be directly related to the essential duties and responsibilities of the classification of Human Resources Specialist. A Bachelor's degree in Human Resource Management, Labor Relations or Organizational Leadership may substitute for the experience requirement. A Bachelor's Degree in one of the relevant fields or a specialized certificate in Labor Relations or Human Resource Management is desirable.

Purchasing Generalist

HCCS employs a *Purchasing Generalist* who has experience with accounts payable, purchasing, general accounting principles, and travel reimbursement processing. Our Purchasing Generalist has excellent organizational and analytical skills to assume general assignments and independently follow through to successful completion; strong interpersonal and oral communication skills to effectively and professionally communicate in person and on the telephone, and give directions to a diverse group of people including faculty, staff, and students; excellent communication skills (oral, written, and interpersonal) to effectively interpret instructions and interact with a wide variety of people in a helpful, effective, and informative manner using tact and diplomacy. The HCCS Purchasing Generalist has demonstrated skills to interpret policies, procedures and requirements and apply to processes and procedures related to research, teaching, the department, school and university; elicit information needed to clarify inquiries and requests; demonstrated computer skills utilizing Microsoft Word, Excel, PowerPoint, Outlook, and Adobe Acrobat, and excellent mathematical skills to accurately complete assigned budgetary, accounting and purchasing tasks bookkeeping, and controlled documents. It is the responsibility of the Purchasing Generalist to track all orders & receipt of goods and work with vendors to resolve any issues or returns, monitor all purchase orders, maintain and use a purchasing card in compliance with HCCS policies and procedures, keep an accurate log, reconcile monthly statements, keep an inventory of goods and distribute goods as requested/needed, provide timely turn-around on all requisitions and purchase orders throughout school, maintain procurement documents in a retrievable manner, maintain useful and up-to-date information relative to the procurement area that may affect centralization or good business practices, confirm that all submitted documentation is accurate and complete, review site policies, operation procedures, work instructions and forms for format consistency, and review

documents and written external communication for format, consistency, and compliance with existing procedures. The minimum qualifications for this position include, any equivalent combination of training and experience which provides the required skills, knowledge, and abilities may be considered qualifying at the sole discretion of HCCS, equivalent to an Associate's degree, Trade or Technical School, two (2) years of experience in the purchase of specialized operations of equipment, technical services, or equivalent combination of education and experience, competent with MS excel based and other purchasing systems, and knowledge and skills equivalent to completion of two years of college.

Liaisons

Liaisons at HCCS are an integral part of the positive connections and partnerships we make in the community. HCCS Liaisons aid our communication with the community, prospective partners, former students, and the like to ensure our students, past and present, are connected to what they need.

Community Development Liaisons

Community Development Liaisons at HCCS develop and maintain partnership arrangements with private, public, and voluntary sectors and the local communities to meet the service needs and operations of HCCS. The Community Development Liaisons work consistently to ensure continuous local development and that all associated processes are accurate, professional, and consistent at all times. Community Development Liaisons contribute to the overall success of HCCS in accordance with our schoolwide learning outcomes, mission, and vision by providing seamless service to clients. Our Community Development Liaisons qualify through work experience in a multicultural environment. They have excellent customer skills with meticulous attention to detail, proven ability to prioritize and work on their own initiative whilst respecting boundaries, excellent networking, and promotional skills, good IT skills, particularly MS Office. Community Development Liaisons have the ability to communicate with a diverse group of people on a daily basis, preferably with experience in community development.

Student Engagement Liaison

The *Student Engagement Liaison* works with students to promote and enhance attendance. The purpose is to determine the cause of student absences and to provide assistance to students to enhance school attendance. The Student Engagement Liaison must have an associate degree or equivalent combination of experience, training, and education with prior experience working in a school setting and be bilingual in a language other than English, preferably in *Spanish, Farsi, Slavic* dialects.

Administrative Support Team

The administrative support team at HCCS is essential in supporting the daily operations of all HCCS sites. With the support of members of this team, staff in all divisions are better able to serve our students and our mission.

Data Technician

The *Data Technician* assists the Data Specialist in maintaining data throughout the systems used by HCCS. The Data Technician provides technical assistance and prepares complex reports and information for the use by HCCS personnel, partner organizations, and the California

Department of Education. Data Technicians are highly reliable and have high attention to detail, good judgment, efficient execution, and the ability to learn quickly and implement new technology. At a minimum, Data Technicians should have a high school diploma and an associate/bachelor's degree in an analytical field or at least 2+ years of experience with data systems and/or Student Information Systems, including experience with CALPADS.

Information Technology Technicians
The *Information Technology Technicians* install, configure, update, maintain, and repair computer and microcomputer workstations, network peripherals, and communication systems as well as instruct and coordinate with personnel and perform related and non-related work as required. The position requires a minimum of 2 years recent experience in the computer/technology equipment maintenance field. An Associate's degree in computer science or related technical field is highly desirable.

Custodians
HCCS *Custodians* perform custodial cleaning and replenishment of dispensers for school sites, multi-use, offices, surrounding grounds, and related facilities. In addition to demonstrating the competencies and abilities required of the position, Custodians must work cooperatively and productively with the staff, students, and facility users. Our Custodians are required to have a basic knowledge of the methods, materials, tools, and equipment used in custodial and facility care and cleaning. They should also understand work hazards and safe work techniques, including lifting procedures, chemical reactions and proper safety precautions for use of cleaning substances, and building repairs. Custodians need sufficient reading and writing abilities to read work instructions and document work activity onto standardized forms and sufficient human relations skill to exercise courtesy when dealing with others.

Administrative Assistant II
Administrative Assistant II staff perform highly technical and complex tasks, facilitate and expedite work, and perform other related duties as required. Administrative Assistant II staff serve as assistants to management with responsibility over a division. All of their duties and responsibilities require a high level of initiative and independent decision-making. At a minimum, Administrative Assistant II staff possess four years of increasingly responsible full-time experience at a level comparable to a school secretary or higher is required or two years as an Administrative Assistant I in a School District and the ability to communicate with a diverse group of people on a daily basis.

Administrative Assistant I
Administrative Assistant I serve as assistants to school administrators and perform complex and highly specialized secretarial and administrative support duties; relieve executive staff of clerical and administrative details; plan, organize, and coordinate office activities, provide administrative details and communication. Administrative Assistant I have experience in the operations, principles, practices, procedures, rules, and methods of the district and assigned office or division, the operation of a computer and assigned software, modern office methods and equipment, computers and application software, accurate record-keeping techniques, correct English usage, grammar, spelling, punctuation and vocabulary, using receptionist and telephone techniques, district organization, operations, policies and objectives, interpret and apply legal

~~mandates, policies, rules and regulations, and operational procedures pertaining to school operation. Administrative Assistant I are able to effectively and efficiently operate computer terminals and computers and utilize application software, compose correspondence independently, establish and maintain comprehensive and accurate files and records and prepare concise and complete reports as required, type 50 words per minute, make mathematical calculations with speed and accuracy, understand and carry out oral and written directions, communicate both orally and in writing in a clear and concise manner, apply policies and procedures related to the assigned duties and responsibilities of the position, establish and maintain cooperative and effective working relationships, and work with discretion and in confidence with student and staff information.~~

~~*Office Assistants*~~
~~*Office Assistants* perform varied secretarial and clerical work functions in support of daily operations. Qualifications include the ability to learn and apply policies, regulations and operational procedures, effectively and efficiently operate computers, utilize application software, establish and maintain comprehensive and accurate files and records, prepare concise and complete reports as required, type 40 words per minute, make mathematical calculations with speed and accuracy, understand and carry out oral and written directions, communicate both orally and in writing in a clear and concise manner, apply policies and procedures related to the assigned duties and responsibilities of the position, establish and maintain cooperative and effective working relationships, work independently with little direction, meet schedules and timelines, compose documents and correspondence, use appropriate spelling, grammar, and punctuation. Office Assistants must also perform correspondence and report writing, use automated record management and filing systems, and telephone techniques. Office Assistants are familiar with modern office practices and procedures including methods and equipment, computers, assigned software, district organization, operations, policies and objectives.~~

~~Element 6: Health and Safety Procedures~~

The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following

~~(i) Include the requirement that~~That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

~~(ii) The~~

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (~~H~~M), inclusive of paragraph (2)of subdivision (a)of Section 32282~~ and procedures for conducting tactical responses~~. For schools serving pupils in any of grades 7 to ~~criminal incidents~~12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

~~(iii)~~

That the school safety plan be reviewed and updated by March 1 of every year by the charter school~~.~~." (Ed. Code § 47605(~~b~~c)(5)(F~~).~~).

~~6.1:~~ Health and Safety Policies and Procedures

Custodian of Records

HCCS Community Charter School designates the Executive Director to serve as the Charter School's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

~~6.2:~~ Promoting Student Health and Wellness

HCCS will ensure the safety of the students and staff by complying with all applicable state and federal safety laws. ~~-~~HCCS shall adhere to Board policies pertaining to the safety and health of all employees and students.

~~***Health, Wellness, and Nutrition***~~

~~HCCS' Health curriculum reflects the California Health Education Content Standards and teaches students about a fit and healthy lifestyle. Because of the diverse cultural backgrounds we serve, it is essential that we put great effort into health education in our classrooms to address the varying and culturally unique health education needs of each student. Many of our students need help navigating and utilizing community resources available to them to access basic health knowledge for developing a healthy lifestyle. Our teachers proudly emphasize health education for our students while our Student Support Services staff continually evaluate and address the needs of our students.~~

Emergency Operations Guide

The Emergency Operations Guide for Highlands Community Charter School (HCCS) is a comprehensive manual that outlines the protocols, procedures, and responsibilities necessary to ensure the safety and well-being of students, staff, and visitors in the event of an emergency.

Designed to comply with California law, the guide establishes HCCS staff as disaster service workers and provides step-by-step instructions for responding to a wide range of emergencies—including natural disasters, active shooter situations, hazardous material releases, and more. It includes critical contact information, evacuation procedures, communication tools, and detailed roles within the Incident Command System, ensuring a coordinated and effective response to any crisis. All staff are required to review the guide annually and be prepared to carry out assigned emergency duties. For more information about the emergency operation guide, please refer to the appendix.

Board Policies

- 5125 BP Student Records
- 5131 BP Student Conduct
- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

Social and Emotional Support and Guidance

Teachers, counselors, and all ~~other~~ staff members who ~~interact~~engage with students are expected to listen~~,~~ actively, provide support, ~~empathize~~demonstrate empathy, and guide students ~~towards~~in developing healthy social and emotional ~~development. Being~~skills. Maintaining an open-minded, trustworthy, and respectful ~~of our students~~approach is ~~imperative to the social and emotional~~essential to fostering student well-being. HCCS is also ~~makes every effort possible to identify~~committed to identifying students in need of mental health ~~services and to make community resource connections~~support and actively collaborates with community mental health organizations to ~~offer~~connect students with appropriate resources and services.

Staff Safety Training and Protocols

HCCS staff are trained annually in active shooter response protocols, aligned with the procedures outlined in the School Safety Guide and emergency response reports. These trainings are complemented by regular campus-wide drills and communication system tests to ensure preparedness and coordination across all school sites. In addition to emergency preparedness, all staff participate in annual CPR and first aid certification, as well as any additional ~~support and services~~health and safety training required by state or federal guidelines. Staff contracts reflect agreement to comply with these safety procedures.

Student Drills and Emergency Procedures
To promote student safety and readiness, HCCS conducts fire drills and evacuation drills regularly throughout the academic year at all school sites. These drills are documented and reviewed to ensure efficiency and compliance with fire code and safety regulations.

Academic, College, and Career Counseling
Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant, and timely). ~~ELD students also meet with ELD Navigators in groups and individually to discuss general academic topics such as graduation requirements and promotion goals.~~ Counselors offer college and career counseling through individual and group sessions.

~~***Community Partners, Resources, and Referrals***~~
~~We partner with a variety of community agencies to assist us in meeting our students' and families' varying needs from housing, financial, legal, and immigration services to medical and dental clinics. Our partners include International Refugee Committee ("IRC"), Asian Resources, Inc. ("ARI"), Lao Family Community Development, Greater Sacramento Urban League, La Familia Counseling Center, Inc., to name a few.~~

Background Checks
HCCS certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, HCCS shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by ~~the~~ law, pursuant to Education Code Sections 44830.1 and 45122.1. The HCCS Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the Charter School, except with respect to reports relative to her or himself, in which case a confirmed member of the Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting
All HCCS employees are mandated child abuse reporters and will follow all applicable reporting laws. HCCS provides all employees~~,~~ and other persons working on behalf of HCCS who are mandated reporters~~,~~ with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Risk Assessment and Examination
HCCS shall adhere to existing state laws regarding tuberculosis screening of employees. HCCS requires a tuberculosis risk assessment and~~-~~, if necessary, examination for all employees working in direct contact with students prior to commencing employment and working with students, and for employees at least once each four years thereafter. Highlands Community Charter School certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations
HCCS adheres to all applicable laws and existing Board policy related to legally required immunizations and health~~-~~-related issues for both employees and entering students at HCCS.

CPR/First Aid Training
All designated employees are CPR and First Aid trained as part of internal practice.

Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes
The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

~~***Feminine Hygiene Products***~~

Prevention of Human Trafficking
The Charter School ~~will~~ shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 12 of human trafficking prevention resources.

Menstrual Products
The Charter School shall stock ~~at least 50% of its~~the school's restrooms at all times with ~~feminine hygiene~~an adequate supply of menstrual products, ~~and shall not charge students for these products, pursuant to~~ available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

~~***Nutritionally Adequate Free or Reduced Price Meal***~~

All Gender Restrooms
As required by law, on or before July 1, 2026, HCCS will provide and maintain at least one all-gender restroom available at all sites.

California Healthy Youth Act
The Charter School shall ~~provide each needy student, as defined~~teach sexual health education and human immunodeficiency virus prevention education to students in grade 12, at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section ~~49552, with one nutritionally adequate free~~51930, et seq.).

Mental Health Education
If the Charter School offers one or ~~reduced price meal, as defined in~~ more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section ~~49553(a), during each school day, pursuant to~~ 51925, et seq.

Mental Health Information
The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student health in compliance with Education Code Section ~~47613.5.~~49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Comprehensive School Safety Plan
The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(~~J~~N):

- ~~child~~Child abuse reporting procedures
- ~~routine~~Routine and emergency disaster procedures
- ~~policies~~Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- ~~procedures~~Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- ~~a~~A discrimination and harassment policy consistent with Education Code Section 200
- ~~provisions~~Provisions of any ~~schoolwide~~school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- ~~procedures~~Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- ~~a~~A safe and orderly environment ~~conductive~~conducive to learning
- ~~the~~The rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- ~~procedures~~Procedures for conducting tactical responses to criminal incidents
- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The CSSP is a detailed, annually updated strategy for preparing for, responding to, and recovering from various emergencies and ensuring a safe learning environment for students and staff. This plan assesses campus risks, addresses potential safety concerns and threats, and outlines procedures for safety-related incidents

More information about the Comprehensive School Safety Plan can be found in the appendix.

Emergency Preparedness
Highlands Community Charter ~~School's~~Schools shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. ~~This~~The handbook shall include, but not be limited to the following

responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Site Administrator and, if there is merit to the concern, the Site Administrator shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens
Highlands Community Charter School adheres to state and federal standards for dealing with ~~blood borne~~bloodborne pathogens and other potentially infectious materials in the workplace. HCCS maintains a written infectious disease control plan designed to protect employees and students from possible infection due to contact with blood-~~-~~borne viruses, including HIV and hepatitis B virus (HBV). This plan includes the training of staff and is included in the Charter School's Comprehensive School Safety Plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment
HCCS maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure
HCCS ~~shall utilize a~~utilizes an anonymous complaint ~~and investigation procedure~~process through a third-party vendor called Navex.

Navex
In the 2024-2025 school year, HCCTS partnered with Navex One to ~~centralize all~~improve the process for receiving anonymous complaints and concerns ~~coming into the Charter School. Under the direction of~~ from employees.

Navex is a vendor that allows employees to submit anonymous or non-anonymous complaints to employers. The school's goal for the ~~Board,~~use of Navex is to ensure clear communication regarding unethical or illegal activities within the ~~Executive Director shall be responsible for investigation, remediation,~~organization while remaining anonymous and confidential. Employees can access Navex in three ways:

- By calling a phone line that is connected to HCCTS
- By accessing a website using a computer and ~~follow-up on matters submitted through this procedure. All issues not resolved by~~a URL
- By scanning a QR code with a cell phone camera

Each Navex case is documented and then shared with the ~~school site may be resolved at~~HCCTS Human Resources Department, where each case is investigated. Once enough information has been collected, the ~~executive level.~~case is finalized, and actions are taken. This system has improved communication between employees and HR and has allowed improved transparency in reporting.

Discrimination and Harassment Policies and Procedures

HCCS is committed to providing a charter school free of discrimination ~~and sexual~~, harassment~~.~~, and retaliation. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of ~~HCCS'~~HCCS's sexual harassment policy. Additional site-based sexual harassment training is taught to all staff, and annual training is facilitated through "Safe Schools~~"~~," an online program.

HCCS is also committed to providing a workplace free of discrimination ~~and any~~, harassment, and retaliation based upon the real or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, immigration status, nationality, national origin, ancestry, ethnic group identification, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and ~~medial are~~medical care leave~~,~~, or based on ~~the basis of~~ a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation.

HCCS uses policies adopted by the Board regarding discrimination and harassment (including employee-to-employee, employee-to-student, student-to-employee, and student-to-student misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Board policies. Any complaint of unlawful harassment, discrimination, or sexual harassment~~,~~ is actively investigated by HCCS, to include, where appropriate, the retention of outside investigators, in accordance with the Charter School's Uniform Complaint Procedure.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety

Highlands Community Charter School complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. HCCS adheres to laws specific to charter schools on the local and state ~~level~~levels regarding facilities. HCCS agrees to test sprinkler systems, fire extinguishers, and fire

alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice
At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete with an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of AB 88 (2023-24), if applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Title IX

HCCS complies with Education Code Section 221.61 by posting in a prominent and conspicuous location on its ~~web site~~website the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights ~~specific~~specified in Education Code Section 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

A. ~~(a)~~ An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.

B. ~~(b)~~ An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.

C. ~~(c)~~ A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

~~Element 7: Means to Achieve Racial and Ethnic Balance~~

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic ~~*balance among its*~~ pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted~~.~~." (Ed. Code § 47605(~~b~~c)(5)(G).)

~~**7.1 & 7.2: Plan for Achieving and Maintaining Racial and Ethnic Balance & How to Reach This Goal**~~

Assurances

Highlands Community Charter School shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code §47605(e)(2)(B)(iv)) and **shall not limit access** for pupils protected by Ed. Code §47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or economically disadvantaged pupils, or foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- Not discourage enrollment in the charter school or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code §47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; HCCS may request only the information necessary to apply any admissions preferences stated in the charter.

Achieving and Maintaining Student Population Balance Plan & Goal

Highlands Community Charter School strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves. HCCS will include an open enrollment policy. Students are considered for admission to the school without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220. (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

HCCS will implement a coordinated advertising and ~~recruiting~~recruitment strategy to ensure that ~~ensures~~ all students are ~~notified about~~ informed of the educational opportunities ~~we offer~~available. These efforts will be ~~on-going,~~ongoing throughout the year~~. As HCCS is committed~~ and will be designed to reach a broad and diverse audience. In alignment with HCCS's commitment to serving ~~all ethnic groups, we use various advertising techniques to recruit~~ students from all ethnic and cultural backgrounds, a variety of advertising methods will be employed to promote equitable access and inclusive outreach.

Each year, HCCS ~~conducts an analysis of~~analyzes enrollment trends in order to optimize ~~our~~ efforts to recruit and retain students. An informal designated committee, ~~comprised~~composed of various stakeholders from the instructional, administrative, and operational sides of the school, meets regularly to discuss a problem-~~-~~solving plan. Using both quantitative and qualitative feedback from the previous year, the plan allows the team to work together to clearly identify enrollment trends and their root causes, determine potential solutions, and generate strategies to successfully implement and track solutions in the upcoming year. Some of the valuable sources of data for this exercise come from student satisfaction surveys and non-mandatory exit interviews through which feedback is gathered.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS may allocate funds for advertising, particularly as a strategy to increase student enrollment. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Advertising campaigns must be pre-approved and fit within an annually reviewed budget that may not exceed 1% of the overall school budget without Board approval. Approval levels for advertising expenditures are tiered by amount, with campaigns over $100,000 requiring direct Board authorization.

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and

use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, ~~Externally, HCCS addresses retention and attrition through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagements systems coordinate efforts to strengthen two-way communication between students and the school. Some of these systems include our ELD Navigators, Reclassification Specialist, Reading Specialist, Transition Specialist, and Student Engagement Liaison. This collaboration not only helps student relations, but also increases student achievement and hopefully retention.~~

~~HCCS will actively recruit adult students from Sacramento County that reflect a diverse student population both with regard to racial and ethnic diversity, but also with regard to socio-economic diversity and English Language Learners. HCCS will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements to ensure racial and ethnic balance of students that is reflective of the county:~~

- ~~An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.~~
- ~~The development of promotional and informational materials that appeal to all of the various racial and ethnic groups represented in the County.~~
- ~~Distribution of informational materials to community organizations, community religious institutions, and other organizations that serve various racial and ethnic populations, such as the libraries, recreation centers, local businesses, middle schools, and faith based organizations.~~
- ~~The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations, including but not limited to Farsi, Spanish, Russian, and Arabic.~~
- ~~The use of various advertising mediums that allow individuals whose first language is something other than English to obtain information relevant to programs at the school.~~
- ~~Announcing enrollment and recruiting information in local newspapers, online news sources, and social media. HCCS will continue to add sources to stay current with the latest technologies and trends.~~
- ~~Presentations at various multicultural events, including community fairs and events.~~

~~**Element 8: Admission Requirements**~~

advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive Director and an annual summary to the Board. For more information about the Board Policy 1325, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [~~*Educations*~~Education Code Section 47605] subdivision ~~(d)~~." (e). (Ed. Code § 47605(~~b~~c)(5)(H).)

~~Admission Requirements~~

~~8.1:~~ Admission and Enrollment Requirements

~~Highlands Community Charter School~~California Innovative Career Academy is nonsectarian in its programs, admission policies, and all other operations. HCCS will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [~~Ref. Education~~Ed. Code § 47605(~~d~~e)(1)]. ~~-~~HCCS ~~will~~shall comply with all applicable laws ~~establishing~~governing minimum ~~and maximum~~ age requirements for ~~public school attendance~~registration in charter schools. ~~No~~The school shall not use any test ~~or~~, assessment ~~shall~~ , or interview to determine a student's eligibility for admission. However, following registration, all students may be administered ~~to students prior to acceptance and enrollment into HCCS. However, subsequent to acceptance, students are assessed for~~ diagnostic assessments, dubbed "placement ~~into~~tests," solely for the purpose of determining appropriate ~~class levels for enrollment.~~ instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission.

HCCS admits all students who meet the following criteria:

- ~~wish~~Demonstrate a desire to enroll in ~~our~~the academic program~~,~~
- ~~we are~~ Fall within the categories the school is legally ~~allowed~~authorized to serve~~,~~
- ~~meet~~Meet the ~~exclusive WIOA agreement~~eligibility requirement of being age 22 ~~and~~or older~~, and~~ under the exclusive WIOA agreement
- ~~submit~~Students do not have a U.S. high school diploma
- Submit a timely application~~.~~

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- HCCS Online Registration, which includes but not limited to the following:
  - Emergency Consent and Contact Information
  - National School Lunch Program Form (NSLP)
  - Home Language Survey

- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period
Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of an online student registration form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)
Per ~~Education~~Ed. Code §§ 47612.1 and 47605.1 ~~(g~~(f)(1), HCCS provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the ~~Greater~~ Sacramento ~~Urban League (GSUL~~Employment and Training Agency (SETA) or other WIOA organization. ~~-~~As such, ~~we~~HCCS only legally ~~serve~~serves students who are receiving WIOA~~-~~funded services and ~~do~~does so under the terms of a Partnership Agreement. HCCS will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The ~~GSUL~~SETA or other WIOA service provider will provide HCCS students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements~~".~~." HCCS will provide the District with documentation that confirms ~~GSUL~~SETA or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California~~,~~ may be admitted.

~~**Student Recruitment**~~

~~**8.2: Recruiting Students with Low Academic Performance, Socioeconomic Disadvantages and Disabilities**~~

~~Our recruitment efforts reflect our objective nature as a charter school and in no way favor or bias any demographic. When students with Individualized Education Plans ("IEP"s) enroll, it is the school's policy to collect any and all information pertaining to the student's IEP and to assess whether the IEP is transferable to a 504 plan. HCCS is committed to serving academically low-achieving and socioeconomically disadvantaged students to offer them a seamless path to success in employment, higher education, and life. HCCS serves a community where a predominant number of students in our target population qualify for free or reduced-price lunch according to federal guidelines. We are dedicated to making sure that all community members~~

~~are equally aware of the alternative we are providing to students within the communities we intend to serve.~~

~~HCCS conducts student outreach activities throughout the calendar year. A variety of techniques are utilized including posters, flyers, local school visits, community-based organization visits, presentations at various multicultural events, public business tabling (sitting outside markets and other businesses that allow us to pass out flyers to the public) and various advertising, including in local English, Spanish, Farsi, and Russian publications and radio stations. All promotional materials are in various languages, including Spanish, Farsi, Russian, and Arabic, to inform non-English speaking populations about our school.~~

~~In order to ensure we attract low-achieving, economically disadvantaged, and special education students, we conduct our outreach in the surrounding communities with similar demographics. Our marketing and recruiting materials highlight that our program is available to all students with a variety of needs and backgrounds. Our recruiting teams are trained to ensure all families are notified that our program currently serves a large population of economically disadvantaged students and that we accept students regardless of past academic performance.~~

~~Lottery Preferences and Procedures~~

~~8.3: Identification and Rationale of Admission Preferences~~

HCCS Proposed Lottery Process

If HCCS receives ~~a number~~registrations in excess of ~~applications that exceeds~~its enrollment capacity, the ~~number of available spaces, a single public random drawing/~~lottery process will be used to select admitted students~~, with the exception of existing students, who are guaranteed admission in the following school year. The following enrollment preferences and affirmative action preferences in the case of a public random drawing shall be as follows:~~

1. ~~All students currently enrolled in~~. HCCS
2. ~~Non-youth residents of the District; as defined by WIOA as those 22 years of age and older~~
3. ~~All other applicants~~

~~At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery. This waitlist~~ will ~~allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waitlist carry over to the following school year.~~

~~HCCS and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).~~

8.4: Implementation of a Public Random Drawing

Openconduct a public random drawing facilitated by PowerSchool Enrollment ***Period and Enrollment Procedures***

Initial applications are accepted at any time during the school year. The HCCS admission process consists of the completion of both a paper-based and online student registration form and optional attendance at one of our weekly orientations.

Enrollment packets for students who are admitted also gather the following:

- Proof of Immunization
- Proof of Withdrawal from Previous School (such as transcripts)
- Proof of Not HavingChoice, a U.S. high school diploma
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements, e.g. birth certificate or driver's license
- Release of records
- Any forms required by the Greater Sacramento Urban League or other WIOA partner

Following the open enrollment period each year, applications are counted to determine whether the number of students who wish to attend HCCS have exceeded HCCS's capacity. In the event that this happens, HCCS will hold a public randomthird-party platform. The drawing to determine enrollment with the exception of existing students who are guaranteed enrollment in the following school year. This public random drawing is conductedwill take place in a public setting, at a time and place (e.g., the main school site) to be made known in advance to the community.our Hillsdale Campus, located at 5655 Hillsdale Blvd, Sacramento, CA 95842. The public random drawing processlottery will be usedheld up to determine who will be offered enrollment andtwo weeks before the orderstart of the waitlist.

The public shall be notifiedschool year. Notice of the random drawing will be provided through written notices postedpostings at the school campussite and on ourthe school's website. Applicants who have completed registration are notified of the

The lottery via automated and/or personal telephone calls, email notifications, and letters sent to home addresses. If there are more available seats in a grade level than there are applicants, all students who have completed registration will be offered a seat.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity will be given the option to put their name on a waiting list according to their draw in the lottery. This waiting list will allow students the option of enrollment if an opening occurs during the current school year at their grade level. New students will be added to the waiting list on a first come, first served basis. If the waiting list is exhausted, then the school may hold additional random drawings.

Communicating to All Interested Parties

~~Applications are available digitally online on the Highlands Community Charter School website and hard copies are available at all HCCS sites. Our school advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and fliers.~~

~~***Ensuring Fair Execution of Lottery Procedures***~~
~~The lottery will be coordinated by an individual designated by the Executive Director but moderated by an objective third party (usually a community leader or liaison) in a location open to the public and advertised to the school community. Given the native languages of the anticipated target community, all proceedings will be conducted in English, Spanish, Farsi, Russian, and Arabic, as needed.~~

~~The lottery~~ is open to the public, and prospective students are encouraged to attend; however, ~~students~~they are not required to be present at the time of the drawing to be eligible for admission. Results ~~are published in English, Spanish, Farsi, Russian, and Arabic, as needed. Results are mailed to all applicants and follow up phone calls are made by the designated Enrollment Team and/or school office staff~~will be communicated to prospective students.

The lottery will be ~~made random through use of~~conducted using student numbers assigned to each ~~applicant. All applicant~~prospective student. As numbers ~~will be published and provided to students before the lottery begins. When a student's number is~~ are drawn, ~~both the number and student's name~~they will be ~~announced verbally, and the student will be added to a master list which will be projected~~displayed for ~~those~~everyone in attendance to see. Once all available seats ~~in~~for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated ~~Enrollment Team~~staff member will announce ~~to those present that all remaining applicants~~ that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order ~~that they~~their numbers are drawn.

~~***Lottery Time and Location***~~
~~The random public drawing (lottery) will be held in a public space in the community that is large enough to accommodate all interested students. The lottery process is open to the public. The public is notified of the random drawing through written notices posted at the school campus and on our website. The random public drawing (lottery) will be scheduled in the event that applications for enrollment exceed school capacity. The lottery will be held at a time that is determined to be convenient for the students in our school community to attend.~~

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity ~~at each~~for a specific grade level~~.~~, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission ~~to the school~~ will be offered to ~~applicants~~prospective students based on ~~the~~lottery results ~~of the public random drawing~~ until capacity is reached. ~~All~~Once capacity is met, all remaining names drawn ~~after capacity for a grade level is reached~~ will be placed on a waiting list in the order they ~~are drawn.~~ were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in ~~the~~their grade level, site, and schedule preference (regular daytime or evening), or they ~~have applied for or~~ will be added to the ~~waitlist~~waiting list in the order ~~that~~ the application was received. As seats become available ~~in a grade level, the student~~, they will be offered to students starting with the lowest numerical ranking ~~will be offered that seat~~on the waiting list.

Notifying Students of a Seat Offering

Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be ~~notified of acceptance within a week of the lottery by the designated Enrollment Team and/or school office staff and must accept enrollment within two weeks of notification by confirming with the school staff their intent to complete the enrollment process and/or submitting a completed enrollment packet. Any families~~contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures

Copies of ~~all registration forms,~~ lottery results~~,~~ and waiting ~~lists~~list(s) are readily available for inspection at the school office. These records will be maintained by the ~~designated Enrollment Team.~~ Registration department.

Communicating to All Interested Parties

~~Volunteering at HCCS is not mandatory and is not a condition of admission or continued enrollment at HCCS.~~

~~**Element 9: Annual Financial Audits**~~

Applications are available digitally online on the HCCS website. HCCS advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

"The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.." (Ed. Code § 47605(bc)(5)(I).)

Annual Audit Procedures

9.1: Contracting with an Independent Auditor

An Highlands Community Charter School (HCCS) conducts an annual independent fiscal audit of the books and records of HCCS is conducted as required by in compliance with Education Code Sections 47605(bc)(5)(I) and 47605(m). The books andAll financial records of HCCS are keptmaintained in accordance with generally accepted accounting principles, and as required by applicable law, the audit employs generally accepted accounting procedures. The audit will be Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in generally accepted auditing standards and the State Controller's K-–12 Audit Guide.

9.2: Completing the Audit

It is anticipated that In the 2024–2025 school year, the HCCS Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual audit will be completed within six months of the budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year. A copy of the auditor's , the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings ~~will be forwarded to TRUSD, the~~or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State ~~Controller, and to the CDE by the 15th~~Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline

The audit is expected to be finalized within six months of the fiscal year's end. The Board of ~~December of each year. The Board of~~ Directors ~~will receive and review~~formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

~~9.3: Selecting an~~ Selection Criteria for Independent ~~Auditor~~Auditors

The selected auditor ~~will have, at~~must be a ~~minimum, a~~ Certified Public Accountant (CPA~~ and~~) with experience ~~with educational institution accounting requirements~~in public school and ~~practices~~charter school finance and ~~shall~~must be listed as an approved audit provider by the State Controller~~ on its published list as an educational audit provider.~~. HCCS ~~shall be~~is solely responsible for all ~~costs~~ associated ~~with auditing services. To the extent required under~~audit costs. Where applicable~~ federal law~~, the audit scope will ~~be expanded to~~ include ~~items and processes specified~~federal compliance elements outlined in ~~applicable~~ Office of Management and Budget (OMB) Circulars and related federal guidelines.

~~9.4: Administering the~~ Resolution ~~Process~~of Audit Findings

~~The HCCS audit committee will review any~~ Any audit exceptions or deficiencies ~~and then report to the~~ are first reviewed by the HCCS Audit Committee, which provides formal recommendations to the Board of Directors~~ with recommendations on how to resolve them.~~. The Board ~~will submit~~submits a written report to ~~TRUSD~~the charter authorizer describing how ~~the exceptions and deficiencies~~identified findings have been ~~corrected by the time of the audit submission,~~ addressed, along with supporting documentation. ~~Additionally, HCCS will inform TRUSD of any outstanding exceptions or deficiencies~~In cases where findings remain unresolved at the time of ~~audit~~ submission, the report includes a corrective action plan and ~~how they will be resolved to the satisfaction of TRUSD along with an anticipated~~projected timeline for ~~the same. Typically~~resolution. HCCS aims to address all audit ~~exceptions or deficiencies will be addressed~~findings within six months. ~~Any disputes~~Disputes regarding the resolution of audit ~~exceptions and deficiencies~~findings will ~~be referred to~~follow the dispute resolution ~~process contained~~procedures set forth in this charter~~ agreement~~.

~~**9.5: Submission**~~

~~**The** **Audit Committee Review & Board Action**~~
The HCCS Audit Committee reviews the CAP and forwards recommendations to the Board of Directors ~~will submit a report to TRUSD regarding how~~ for approval. The CAP remains on the ~~exceptions and deficiencies have been, or will be, resolved~~Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, HCCS submits to the ~~satisfaction of TRUSD.~~ charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

~~**Audit** **Timelines & Monitoring**~~
HCCS aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies
Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review ~~shall~~will be submitted to the Education Audit Appeals Panel ~~("~~("EAAP~~")~~) in accordance with applicable law.

~~The independent financial audit of HCCS is public record to be provided to the public upon request.~~

~~Element 10: Suspension and Expulsion Procedures~~

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that ~~is~~are consistent with all of the following:
~~(i)~~ For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present ~~his or her~~the pupil's side of the story.
~~(ii)~~ For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a ~~foster child or youth or a~~ homeless child or youth, ~~the pupil's~~ or a foster child or youth, in the native language of the homeless or foster child's educational rights holder~~,~~. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform ~~him or her~~the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent~~,~~ or guardian, ~~or~~ the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). ~~(Ed. Code § 47605(b)(5)(J).)~~

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code Section 47605(c)(5)(J).

School Climate and Student Discipline System

~~**10.1: HCCS Discipline Philosophy**~~

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and ensure campus safety. The policy is closely aligned with California Education Code Section 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

HCCS Discipline Philosophy

Highlands Community Charter School prides itself on ~~the~~ meeting ~~of~~ student needs and developing ~~an~~ action ~~plan~~plans to address extenuating circumstances as they arise, recognizing that many ~~of our~~ students come to ~~our~~the organization due to ~~hardship~~hardships that ~~has~~have prevented the fulfillment of their educational goals ~~from reaching fulfillment.~~. By addressing the needs of each student ~~head on, we remove the~~ directly, barriers ~~that prevent~~to student success~~.~~

~~HCCS implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who~~ are ~~not school age eligible.~~ removed.

~~HCCS encourages the utilization of these services as prevention from student disenrollment, suspension, or expulsion when applicable.~~ Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review ~~the student's~~ individual extenuating ~~circumstance which prevents attendance.~~circumstances.

Counselors, teachers, directors, and other assigned personnel assist with ~~the~~ addressing ~~of these~~ student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support
The Student Success Team (SST) is a problem solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time, and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions and supports are implemented designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Actions items are monitored and a follow up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments and continue to strategize positive solutions to ensure student success.

The coordination of school, home and community interventions improve student learning, and provide focused, positive support to teachers, students and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention
Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Classroom teacher(s)

- Resource personnel or specialists, such as community outreach consults, social workers, probation officers, community resources representatives, or mental health consultant
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

This person facilitates the working of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting.
The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member

An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students

When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be given an opportunity to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues barring their way to participating in the meeting. The SST process must include support to students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices

Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation:

Case Management

It is very important to clearly define on the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

- meeting with the student and with the teacher regarding the action plan,
- making phone calls and/or sending reminder notes to team members regarding action items, and/or
- helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source

The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

Student/Family Support

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Follow-Up SST Meetings / Ongoing monitoring of student progress

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. HCCS staff are trained and annually review ~~in~~ de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], detention during and after school hours, community service, use of alternative educational environments, suspension ~~and~~, expulsion, and involuntary removal.

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. HCCS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom HCCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

~~10.2:~~ Authorization and Implementation of In-School Suspensions

HCCS offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the Highlands Community Charter School Student Handbook, in-school suspension will be served through the enrollment of and attendance in the Highlands Community Charter School Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit

other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that HCCS adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- ~~caused~~Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- ~~engaged~~Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- ~~made~~Made terrorist threats against school officials or school property, or both.

Grounds ~~for~~For Suspension and Expulsion

~~10.3:~~

Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

~~10.4:~~ Suspension Offenses

Discretionary Suspension Offenses
Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, ~~sold~~ or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.

F. Caused or attempted to cause damage to school property or private property, which incudes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
~~A. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. No pupil enrolled in grade K-3, inclusive, shall be suspended for conduct described in this provision.~~
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
~~B. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.~~
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. ~~-~~For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property~~.~~, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school

property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network ~~Internet Web site~~internet website, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.

1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
   i. A message, text, sound, video or image.
   ii. A post on a social network internet website including, but not limited to:
      a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
      c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.
   iii. An act of cyber bullying.
      a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
      b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

~~T.~~U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

~~U.~~V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

~~V.~~W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any ~~object~~device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

B. ~~10.5:~~ Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Expulsion Offenses

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. ~~Brandishing~~Brandished a knife at another person.
C. Unlawfully ~~selling~~sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. ~~Committing~~Committed or ~~attempting~~attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined ~~in Education~~by Penal Code Section ~~48900(n).~~243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Out-~~of~~Of-School Suspension Procedures

~~**10.6: Rules and Procedures for Out-of-School Student Suspension**~~

Suspension Authority
HCCS will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive

~~Director's and/or~~ Director ~~of Curriculum and Instruction~~and/or Chief Academic Officer, or in the case of the Executive ~~Director's and~~ Director ~~of Curriculum~~ and ~~Instruction's~~Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference

Suspension will be preceded, if possible, by a conference conducted by the Executive ~~Director's and/or~~ Director ~~of Curriculum and Instruction~~and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor, or Charter School employee who referred the student to the Executive ~~Director's and/or~~ Director ~~of Curriculum~~and/or Chief Academic Officer and Instruction or assigned designee.

The conference may be omitted if the Executive ~~Director's~~Director and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her, and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification

Students will have due process rights with ~~regards~~regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

~~10.7:~~ Maximum Suspension

The length of the suspension will be determined by the Executive Director and/or the ~~Director of Curriculum and Instruction~~Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the ~~Director of Curriculum and Instruction~~Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

~~10.8:~~ Meaningful Education for Suspended Students

A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student, and all needed materials will be left in the front office.

~~10.9:~~ In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process

Upon a recommendation of ~~Expulsion~~expulsion by the Executive Director and/or the ~~Director of Curriculum and Instruction or~~Chief Academic Officer or the Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or the ~~Director of Curriculum and Instruction~~Chief Academic Officer or the Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section ~~10.8.~~titled, "In School Suspension."

Expulsion Procedures

~~10.10:~~ Rules and Procedures for Student Expulsion

Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Curriculum and Instruction (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the HCCS Board following a hearing before it or by the HCCS Board upon the recommendation of the Executive Director and/or the Director of Curriculum and Instruction, or ~~an~~a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Director of Curriculum and Instruction or the Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the HCCS Board of Directors shall make the final determination.

Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision on whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of HCCS disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at HCCS to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student whose ~~has a~~ primary language is other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

HCCS may, upon ~~a~~ finding ~~of~~ good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, ~~would~~ subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the HCCS Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. HCCS must also provide the victim with a room separate from the hearing room for the complaining ~~witness'~~ witness's use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.

~~1.~~ The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

4. The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.

5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both ~~of the~~ support persons ~~is~~are also a witness, HCCS must present evidence that the ~~witness'~~witness's presence is both desired by the witness and will be helpful to HCCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence to be heard. Before such a determination regarding an extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible,

no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel, or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with HCCS.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
HCCS shall maintain records of all student suspensions and expulsions at HCCS. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from HCCS, as the HCCS Board's decision to expel shall be final.

Expelled ~~*students*~~Students/Alternative Education
HCCS shall ensure that students suspended from HCCS are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from HCCS, HCCS shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. HCCS shall also

notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from HCCS.

~~10.11:~~ Rehabilitation Plans

Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from HCCS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to HCCS for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has ~~successfully~~ completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon HCCS capacity at the time the student seeks readmission.

~~Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities~~

~~1. Notification of SELPA~~

~~HCCS shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who HCCS or SELPA would be deemed to have knowledge that the student had a disability.~~

~~2. Services During Suspension~~

~~Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's 504 Plan would reflect this change), and to progress toward meeting the goals set out in the student's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.~~

~~3. Procedural Safeguards/Manifestation Determination~~

~~Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a student with a disability because of a violation of a code of student conduct, HCCS, the parent/guardian (in the case of a minor), and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the student's IEP/504 Plan, any teacher observations, and any relevant information provided by the students to determine:~~

~~a. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or~~
~~b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.~~

~~If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team determine that either of the above is applicable for the student, the conduct shall be determined to be a manifestation of the student's disability.~~

~~If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/504 Team shall:~~

~~c. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such student, provided that HCCS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;~~
~~d. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the student already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and~~
~~e. Return the student to the placement from which the student was removed, unless the parent (in the case of a minor) and HCCS agree to a change of placement as part of the modification of the behavioral intervention plan.~~

~~If HCCS, the parent (in the case of a minor), and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then HCCS may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.~~

~~4. Due Process Appeals~~

~~The parent of a student with a disability who disagrees with any decision regarding placement, or the manifestation determination, or HCCS believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.~~

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or HCCS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and HCCS agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a student with a disability to the placement from which the student was removed; or (2) order a change in placement of a student with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such student is substantially likely to result in injury to the student or to others.

5. Special Circumstances

HCCS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with a disability who violates a code of student conduct.

The Executive Director and/or the Director of Curriculum and Instruction or an Administrative Panel, may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

~~A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated HCCS disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if HCCS had knowledge that the student was disabled before the behavior occurred.~~

~~HCCS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:~~

~~a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to HCCS supervisory or administrative personnel, or to one of the student's teachers, that the student is in need of special education or related services.~~
~~b. A parent has requested an evaluation of the student.~~
~~c. The student's teacher, or other HCCS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the director of special education or to other HCCS supervisory personnel.~~

~~If HCCS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible students with disabilities, including the right to stay put.~~

~~If HCCS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. HCCS shall conduct an expedited evaluation if requested by the student; however the student shall remain in the education placement determined by HCCS pending the results of the evaluation.~~

~~HCCS shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.~~

~~Element 11: Employee Retirement Systems~~

Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.." (Ed. Code § 47605(b)(5)(K).)

11.1-3: Certificated, Classified, and Other Staff Members

All full- time certificated employees at Highlands Community Charter School participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal social securitySocial Security system, based on their eligibility to participate. HCCS teachers participate in STRS. Non-certificated/classified staff participate in a 401A defined contribution plan.

EmployeesHCCS employees may have accessbe eligible to otherparticipate in school-sponsored retirement plans and other benefit plans according to , as outlined in policies developedadopted by the Board of Directors and adopted as HCCS employee policies.. In the event that the Internal Revenue Service adoptsenacts regulations barring non-profitprohibiting nonprofit entities from participating in the public publicly funded retirement plan (STRSsystems such as the California State Teachers' Retirement System (CalSTRS), employees will be covered by federal social securityinstead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan as approved by the HCCS Board. Prospective employees are informed of Directors. HCCS will inform all applicants for positions within HCCS of the their retirement system options for employees of HCCS and notify all applicantsduring the application process and advised that accepting employment atwith HCCS may exclude the employee from further coverage in their currentaffect their eligibility for continued participation in a previous retirement system.
The Executive Director shall beis responsible for ensuring that appropriate arrangements for retirement coverage are made. HCCS will develop a mix of salariesis arranged for all staff. To support recruitment and retention of highly qualified personnel, HCCS offers a competitive compensation and benefits, commensurate with location package that reflects market conditions and professional experience, necessary to attract.

STRS reporting is conducted in collaboration with Charter Impact, HCCS's contracted fiscal services provider specializing in payroll taxes and retain well-trained teachersCalSTRS compliance. While contributions and staffdeductions are processed through HCCS's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The HCCS Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

~~Element 12: Public School Attendance Alternatives~~

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(~~b~~c)(5)(L).)

~~12.1:~~ Informing Students of Public School Attendance Alternatives

No student may be required to attend Highlands Community Charter School. Students who reside within the District who choose not to attend HCCS may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in HCCS ~~are~~is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in HCCS, except to the extent that such a right is extended by the local education agency.

~~**Element 13: Rights of District Employees**~~

This information is also communicated to students through orientation and registration staff, who are available to answer questions and provide support in multiple languages as needed.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school~~.~~." (Ed. Code § 47605(~~b~~c)(5)(M).)

No public school employee will be required to work at Highlands Community Charter School. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by HCCS unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of HCCS will be considered the exclusive employees of HCCS and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by HCCS provides no rights of employment at any other entity, including any rights in the case of closure of HCCS.

HCCS has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

Governing Law: The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
--California Education Code Section 47605 (c) (6).

HCCS shall be deemed the exclusive public school employer of the employees of HCCS for the purposes of the Education Employment Relations Act ("EERA"). HCCS shall comply with the EERA.

HCCS is independent from Twin Rivers Unified School District, and any District employees who choose to work at HCCS shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by HCCS shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. HCCS employees shall have no employment rights of any kind with Twin Rivers Unified School District.

HCCS will develop and maintain an Employee Handbook detailing the rights and responsibilities of all HCCS employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, HCCS shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. HCCS shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. HCCS shall be solely responsible for the hiring and compensation of HCCS employees, including but not limited to

~~**Element 14: Dispute Resolution Procedures**~~

, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any HCCS teacher or employee.

HCCS will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by HCCS to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in HCCS. The Partnership Agreement between HCCS and GSUL will detail the terms required for clients of GSUL to join HCCS.

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the ~~*entity granting the charter*~~chartering authority to resolve disputes relating to provisions of the charter~~.~~."
(Ed. Code § 47605(~~b~~c)(5)(N).)

~~14.1: Providing~~ Written Notification of Mandatory Dispute Resolution

Disputes Arising from within HCCS
It is the intent of Twin Rivers Unified School District (TRUSD) and HCCS that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of HCCS, which do not involve TRUSD liability or issues of student health or safety, will be forwarded to HCCS for processing according to procedures adopted by HCCS prior to being addressed by TRUSD. HCCS procedures will include reasonably expeditious ~~time lines~~timelines and a full opportunity for students who are minors directly affected to express their concerns. TRUSD will not address the dispute if HCCS is able to fully resolve the problem unless HCCS requests ~~TRUSD~~TRUSD's involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

Disputes between HCCS and TRUSD
HCCS and TRUSD will always attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of any dispute between HCCS and TRUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement, which will be simultaneously submitted to the TRUSD Superintendent or designee and the HCCS Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between TRUSD and HCCS. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

Unless directed otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

~~Bill McGuire~~
Dr. Steven Martinez
Twin Rivers Unified School
District
5115 Dudley Blvd.
McClellan, California 95652
~~Murdock Smith~~

Jonathan Raymond
Highlands Community
Charter School
~~1333 Grand~~1111 Howe Ave,
Suite 540
Sacramento, California
~~95838~~95825

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

HCCS shall timely notify TRUSD of any and all complaints filed against HCCS by its employees, students, and vendors, involving violations of the Charter, the MOU, State or federal law, or alleged financial mismanagement.

Revocation Protocol

HCCS and Twin Rivers Unified School District (TRUSD) agree that the dispute resolution procedure set forth above will not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, TRUSD shall provide HCCS with written notice of its belief and an opportunity to meet with and respond to TRUSD within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless TRUSD determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(~~d~~g) and its implementing regulations. Thereafter, if TRUSD determines that revocation is warranted, it will comply with the procedures set forth in Education Code ~~section~~Section 47607.

~~Element 15: Charter School Closure Procedures~~

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. " (Ed. Code § 47605(b c)(5)(O).)

15.1: Closure Agents

The following procedures shall apply in the event HCCS closes. The following procedures apply regardless of the reason for closure.

Closure of HCCS will be documented by official action of the Board of Directors of HCCS. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities. The HCCS Board shall promptly notify (TRUSD), within 10 business days, of the closure and the effective date of the closure. The entity responsible for implementing the closure procedures will be experienced in dissolution and closure of public educational programs and will comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors will serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities, and distribution of remaining assets. Closure initiated by the HCCS Board will not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The HCCS Board of Directors will promptly notify students of HCCS, TRUSD, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which HCCS's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The HCCS Board of Directors will ensure timely notification to the students of HCCS of the closure and will provide information to assist students in locating suitable alternative programs. This notice will be provided promptly, within ten (10) business days, following the HCCS Board's decision to close HCCS. HCCS will provide TRUSD with all student contact information promptly following such a decision.

The HCCS Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board will provide to the entity responsible for closure-related activities.

As applicable, HCCS will provide students and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. HCCS will store original records of HCCS students in HCCS administrative office until the closure of HCCS. No later than the date of closure, all records will be transferred to TRUSD. If the District will not or cannot store the records, the HCCS will work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as it is reasonably practical, HCCS will prepare final financial records. Within six (6) months, following the date of closure, final financial records shall be prepared and an independent audit completed. HCCS will pay for the final audit (Reserve Fund). The audit will be prepared according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits selected by HCCS and will be provided to TRUSD promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to HCCS.

HCCS will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of HCCS, all assets of HCCS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending HCCS, remain the sole property of the HCCS and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the TRUSD or TRUSD property will be promptly returned upon HCCS closure to the TRUSD. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, HCCS shall remain solely responsible for all liabilities arising from the operation of HCCS.

Should Highlands Community Charter Schools dissolve as a nonprofit public benefit corporation, the HCCS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

HCCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

~~Additional Provisions~~

Element P Additional Provisions

Facilities

"The facilities to be ~~utilized~~used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate~~.~~." (Ed. Code § 47605(~~g).~~ h).)

~~16.1:~~ Facilities Mission

As a public charter school, the HCCS mission is to provide a safe, stimulating, and vibrant student-centered learning community that primarily addresses the academic and transitional needs of students who are credit deficient and seeking a high school diploma. HCCS:

- provides adequate space on site for maintaining current site activities,
- locates near public facilities that offer services that complement the instructional facilities at HCCS such as libraries, parks, and institutional facilities, and
- provides adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student transportation, and ~~useable~~usable and safe outdoor and dining areas.

In order to properly meet the facilities needs of HCCS, an understanding of the proposed educational programs, services, and student trends is required. Including classroom space, the square footage calculations include a variety of administrative and clerical spaces, hallways, student/staff break areas, restrooms, custodial closets, storage area and utilities closets.

~~16.2:~~ Locations

Highlands Community Charter School's main campus is located at ~~1333 Grand Ave.,~~5655 Hillsdale Blvd, Sacramento, CA ~~95838~~95842. HCCS students are ~~currently~~ served at ~~24~~12 locations around the greater Sacramento region~~. In addition to our main campus,~~ in the 2025-2026 school year. HCCS locations include the following:

- ~~**Asher College, Sacramento Campus.** 1215 Howe Avenue Suite 101, Sacramento, CA 95825~~
- ~~**Asian Resources, Inc.** 2411 Alhambra Boulevard. #110, Sacramento, CA 95817~~
- ~~**Asian Resources, Inc. Citrus Heights Center.** 5750 Sunrise Boulevard #100, Citrus Heights, CA 95610~~
- ~~**Bach Viet Association, Inc.** 1050 Fulton Avenue Suite 110, Sacramento, CA 95825~~
- ~~**Bethany Slavic Missionary Church** 9880 Jackson Road, Sacramento, CA 95827~~
- ~~**Capital Christian Center** 9470 Micron Avenue, Sacramento, CA 95827~~
- ~~**Clayton B. Wire Elementary** 5100 El Paraiso Avenue, Sacramento, CA 95824~~
- ~~**Cosmo Beauty Academy** 3500 Fulton Avenue, Sacramento, CA 95821~~

- ~~**Faith Legacy** – 3532 Whitney Avenue, Sacramento, CA 95821~~
- ~~**Greater Sacramento Urban League** – 3725 Marysville Boulevard, Sacramento, CA 95838~~
- ~~**Holy Cross Academy** – 800 Todhunter Avenue, W. Sacramento, CA 95606~~
- ~~**Industrial Park** – 8180 Industrial Parkway, Sacramento, CA 95824~~
- ~~**La Familia Counseling Center, Inc.** – 3301 37th Avenue, Sacramento, CA 95824~~
- ~~**Marconi** – 2435 Marconi Avenue, Sacramento, CA 95821~~
- ~~**Marina Vista: Sacramento Housing and Redevelopment Agency** – 30 Seavey Circle, Sacramento, CA 95818~~
- ~~**McClellan: Extension** – 3144 Palm Street, Bldg. 826, McClellan Park, CA 95652~~
- ~~**National Shrine of Our Lady Of Guadalupe** – 711 T Street, Sacramento, CA 95811~~
- ~~**Opening Doors** – 1111 Howe Avenue, Suite 125, Sacramento, CA 95825~~
- ~~**Saint Anne's Church** – 7720 24th Street, Sacramento, CA 95832~~
- ~~**SALAM Academy** – 4541 College Oak Drive, Sacramento, CA 95841~~
- ~~**St. Matthews Episcopal Church** – 2300 Edison Avenue, Sacramento, CA 95821~~
- ~~**St. Rose Campus** – 5961 Franklin Boulevard., Sacramento, CA 95824~~
- ~~**St. John's Women's Shelter** – 8401 Jackson Road, Sacramento, CA 95826~~
- ~~**The Fountain Of New Life Ministries** – 2771 Grove Avenue, Sacramento, CA 95815~~

HCCS Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

HCCS is nonsectarian in its programs, admission policies, and all other operations, even at sites located at religious institutions. All HCCS sites are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the District.

~~16.3:~~ Annual Operational Agreement

HCCS and Twin Rivers Unified School District (TRUSD) will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational, and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of HCCS' Charter.

~~16.4:~~ Operational Powers and Liabilities

HCCS shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

HCCS shall have no authority to enter into a contract that would bind Twin Rivers Unified School District (TRUSD) or to extend the credit of TRUSD to any third person or party without the express written consent of TRUSD. HCCS shall clearly indicate to all vendors and other entities and individuals outside TRUSD with which or with whom HCCS enters into an agreement or contract for goods or services that the obligations of HCCS under such an agreement or contract are solely the responsibility of HCCS and are not the responsibility of TRUSD.

Insurance

~~16.5:~~ Insurance Coverage

HCCS secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect HCCS from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured.

Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

Fiscal Matters

The petitioner or petitioners also shall ~~*also*~~ be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. (Ed. Code § 47605(~~g).~~ h).)

~~16.6:~~ Funding

HCCS receives funding according to the Local Control Funding Formula pursuant to Education Code Section 42238.02(d) and its successors will opt to receive its funding directly from the state. An account for HCCS will be maintained at the Twin Rivers Unified School District (TRUSD). Any funds due to HCCS that flow through TRUSD shall be forwarded to HCCS as soon as practical.

~~16.7:~~ Fiscal Strength

HCCS has significant financial strength. This strength includes strong financial reserves to ensure smooth cash flow and the meeting of all obligations. Moving forward HCCS will continue to have very strong financials as can be seen in the five-year budget and financial projections ~~under Tab 4.~~, see appendix.

~~16.8:~~ Budgets and Cash Flow

A five- -year budget and financial projections ~~is~~are included ~~under Tab 4.~~in the appendix. This document is based upon the Local Control Funding Formula and the best estimates of revenues and costs available to HCCS at this time.

~~16.9:~~ Financial Reporting

HCCS will provide reports to TRUSD as follows, as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by TRUSD:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(~~g~~h) will satisfy this requirement.
- By July 1, an annual update (LCAP) is required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of HCCS's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to HCCS shall include an annual statement of all HCCS's receipts and expenditures for the preceding fiscal year.

For reports 1-4, above, HCCS shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, HCCS shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District. HCCS agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

~~16.10:~~ District Reports

Twin Rivers Unified School District (TRUSD) agrees to file all reports specifically required by law pertaining to their role as an authorizing agent to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of HCCS and/or TRUSD. HCCS will promptly provide TRUSD with any information, data, or documentation necessary for TRUSD to timely file such reports in accordance with law. HCCS will be solely responsible for the accuracy of all data submitted to TRUSD. HCCS will be responsible for filing all other reports as may be required by law.

~~16.11:~~ Attendance Reporting, School Calendar, and Other Data

HCCS will provide Twin Rivers Unified School District (TRUSD) with a copy of the HCCS annual attendance calendar no later than July 1 of each year. ~~-~~HCCS will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, HCCS will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. HCCS will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. HCCS will provide all data and reports required by TRUSD in hard copy and electronic data files. HCCS will submit enrollment and demographic information to the ~~California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS),~~CDE to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, HCCS will provide TRUSD with documentation of the teacher/student ratio for the Charter School. HCCS will also provide TRUSD with amended ADA reports for the ~~2016-17~~2024-2025 school year and all other prior years as recommended by the FCMAT audit report of May 2018.

~~16.12:~~ Annual Review and Notice to District of Change in Status

HCCS will participate in an annual review conducted by Twin Rivers Unified School District (TRUSD), if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties will act reasonably and in good faith in both the review and the response to the review.

HCCS will provide TRUSD no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of HCCS, and which falls within TRUSD oversight responsibilities. Nothing herein shall preclude the parties from negotiating or amending the charter to include additional services not contemplated by this charter.

~~16.13:~~ Regulations and Compliance

HCCS will work diligently to comply with all rules and regulations placed upon it by regulatory entities, such that it follows both the letter of the law and the spirit of the law. ~~-~~We recognize that the California legislature enacted charter school law to encourage innovation in the field of education, and thus, we will use all authority and ability granted to us as a school to innovate and push beyond the status quo. ~~-~~We will do so responsibly and with accountability.

~~16.14:~~ Technology

HCCS will utilize technology in all aspects of how it functions to lower the cost of education, improve efficiency, and improve the effectiveness of education.~~-~~ Recognizing that there is always a cost-benefit tradeoff when using technology, HCCS will purchase hardware, software, and services based ~~upon~~on the value it brings to the overall learning process.

HCCS will consider the full cost-benefit of technology purchases, including upfront costs, cost of support, cost of modification, and approximate lifespan of the technology, and compare this with the benefits that the technology adds to the educational process and overall system of the school.

Other Clauses and Procedures

~~16.15:~~ Term of Charter

The term of this charter shall begin on July 1, 2019 and expire June 30, ~~2024.~~ 2027.

~~16.16:~~ Amendment of Charter

Any amendments to this charter shall be made by the mutual agreement of the governing boards of TRUSD and HCCS. HCCS may present a petition to amend the charter at any time, and TRUSD agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

~~16.17:~~ Cooperation

Twin Rivers Unified School District (TRUSD) agrees to cooperate with HCCS in all matters related to the implementation of this charter and interactions with the California State Board of Education.

~~16.18:~~ Severability

~~The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Twin Rivers Unified School District (TRUSD) Board of Trustees and HCCS Board of Directors.~~

~~**16.19: Administrative Services**~~
The manner in which administrative services of the charter school are to be provided. ~~(~~(Ed. Code § 47605(~~g).)~~ h).)

HCCS conducts or procures all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts are vetted for conflict of interest as adopted by the HCCS Board of Directors. HCCS provides or procures all administrative services to further ensure high quality services, in a cost-effective manner.

Pursuant to California law, the authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. HCCS agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

~~**16.20:**~~ **Potential Civil Liability Effects**
Potential civil liability effects, if any, upon the charter school and upon the school district. (Ed. Code § 47605(~~g~~h).)

HCCS is operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(~~c~~d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. ~~(~~HCCS shall work diligently to assist TRUSD in meeting any and all oversight obligations under the law, including monthly meetings, statutory fiscal reporting, or other requested protocol to ensure the District will not be liable for the operation of HCCS.

Further, HCCS and TRUSD have a memorandum of understanding, wherein HCCS indemnifies TRUSD for the actions of HCCS under this charter.

The corporate bylaws of HCCS provide for indemnification of the HCCS Governing Board of Directors, officers, agents, and employees, and HCCS maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of TRUSD and the TRUSD insurance company for schools of similar size, location, and student population. TRUSD will be named an additional insured on the general liability insurance of HCCS.

The HCCS Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

~~16.21:~~ Funding and Oversight Fee

HCCS elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02 and implemented by Education Code Section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code Section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in~~-~~ lieu~~-~~ of property taxes in accordance with Education Code Section 47635. HCCS recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

Neither Greater Sacramento Urban League nor any other WIOA service provider in partnership with HCCS receives any type or amount of apportionment. Furthermore, these partners do not operate as an adult school program.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in this Charter, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed by the parties.

In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School ~~fund raising~~fundraising activities, private donations, other public grants, or any other source of income developed by the Charter School.

~~16:22:~~ Payment Schedule

The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the ~~District~~District's in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

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APPENDIX

A. Organizational Chart Updated September 18, 2025

a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026

a. Executive Director, Jonathan Raymond
b. Chief Operations Officer, Teresa Cummings
c. Deputy Director, Chief Academic Officer, Eric Chapman
d. Chief Business Officer, Matthew Lemos
e. Senior Director of School Services, Mayra Valdivia
f. Senior Director of Instruction, Brian Hamilton
g. Director of Fiscal Services, Diana Gonsalves
h. Director of Instruction and Professional Learning, Andrew Michaud
i. Director of Accountability and Assessment, Melissa Roberson
j. Director of Workforce, Career Technical Education and Adult Education, Christina Martinez
k. Director of Student Services, Isaura Cacho
l. Director of Human Resources, Jasmine Gibbs

C. Leadership Job Descriptions

a. Senior Director of School Services
b. Senior Director of Instruction.
c. Director of Student Services (NEW)
d. Director of Instruction & Professional Learning
e. Director of Human Resources Job Description (03-14-2023) Approved
f. Director of Accountability and Assessment
g. CTE Director of Career Technical Education, Workforce Solutions & Adult Education
h. Chief Business Official (CBO) 10-03-2024.pdf
i. Associate Deputy Director Job Description.pdf
j. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2025

a. HCCTS Bylaws 2025
b. 5111.5 Disenrollment and Involuntary Removal
c. 5113.1 BP Attendance Enforcement
a. 5120 BP Satisfactory Academic Progress
b. 5131 BP Student Conduct
c. 6164.5 BP Student Success Teams
d. 4112.2 BP Credentialing Requirements Communications
e. 4331 BP Administrative Credential Reimbursement
f. 3581 BP Data Retention and Record Management
g. Comprehensive School Safety Plan
h. 5144.1 BP Suspension and Expulsion
i. 2025 Emergency Operations Guide
j. 1325 BP Marketing: Advertising and Sponsorship Policy
k. 4115 BP Personnel Evaluation and Supervision
l. 3100 BP Budget Development and Oversight

m. Employee Handbook

F. Fiscal Documents 2025-2026

a. Budget Update
b. HCCTS Budget Presentation Board Meeting June 12, 2025- multi year projections

G. Operational Schedules and Resources

a. Departmental Schedule August 7th 2024 PD

H. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

I. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

BUILD HIGHLANDS BACK BETTER

HCCS NOV Intent to Revoke 12.02.2025



BUILD HIGHLANDS BACK BETTER

- **We appreciate the District staff's willingness to work on a calendar for the material revisions and hearings on the notices of violation for both schools so that you can consider our proposed cures.**
- **Staff provided helpful feedback on our material revisions, and we worked hard through the Thanksgiving holiday to meet TRUSD expectations.**
- **Tonight we will be sharing with you how we have cured all violations in the Notice of Intent to Revoke the charter school, and we welcome any questions that you may have.**
- **This reform effort began with questions raised by the media and subsequently the state auditor and TRUSD.**

BUILD HIGHLANDS BACK BETTER

- **We have already:**
  - **Changed our Board**
  - **Changed our administrative team**
  - **Changed more than 100 school policies and procedures**
  - **Changed our auditor**
  - **Changed our principal legal counsel**
  - **Brought in a reputable charter school business/back office firm to validate internal work**
  - **Laid off teachers with adult education credentials and replaced them**
  - **Consolidated operations in Sacramento County in fewer locations to allow better oversight by both our team and TRUSD.**

BUILD HIGHLANDS BACK BETTER

- **Tonight you are going to hear about our ongoing reform efforts.**
- **All of these efforts are designed not just to save the schools, but also to ensure that academic programs will be better for the students we serve.**

Notice of Violation: Grade Levels

- On September 18, 2025, the HCCTS Board of Directors approved a material revision to remove grades one and two and to add grades nine, ten, and eleven
- On September 26, 2025, HCCTS submitted the HCCS material revision to TRUSD
- If TRUSD approves the material revision:

Grades	Credits
Grade 9	0-50
Grade 10	51-100
Grade 11	101-149
Grade 12	150-180

Notice of Violation: Grade Levels

If the HCCS material revision is approved:	If the HCCS material revision is not approved, HCCS will implement the following actions by Spring 2026:
HCCS will identify all students currently in grade 10 who have between 101 and 149 credits and move them to grade 11	HCCS will move the students currently enrolled in grades 9 and 10 to grade 12
	HCCS will place all English Language Learner students based on their language proficiency, credits earned and prior class standing
	Students with lower English language proficiency will be placed in Grades 1–2
	All incoming students will be reviewed for prior grade for identification in CALPADS
	All returning HS students to HCCS will be enrolled in grade 12
	HCCS Curriculum will be in alignment with the Charter Renewal approved by TRUSD in 2019

Notice of Violation: HCCS Sites

- On September 18, 2025, HCCS prepared a material revision listing all student sites it intends to operate going forward and presented it to the Highlands board. This is a smaller number of sites, all in Sacramento County.
- On September 26, 2025, HCCS submitted the board approved material revision to TRUSD.
- On November 20, 2025 HCCS provided TRUSD with all the lease agreements for all HCCS facilities from 2023 to present.
- If TRUSD does not approve the proposed site list included in the HCCS Material Revision, HCCS will operate at the locations outlined in the MOU Amendment No 3 executed in January 23, 2024.

HCCS Sites with MOU No. 3 Approval

Please note some sites' leases previously approved in the MOU Amendment No 3 have been terminated. Even though TRUSD previously approved sites outside of Sacramento County, those locations will no longer be operated by HCCS. In addition, we have closed some of the sites inside the Sacramento County previously approved by TRUSD due to declining enrollment.

- 12th Street (701 12th Street, Suite 203, Sacramento, CA 95814)
- 24th/St. Anne's (7720 24th Street, Sacramento, CA 95832)
- 65th St/Bach Viet South (6853 65th Street, Sacramento, CA 95828)
- Arden 2 (2260 Boxwood Street, Sacramento, CA 95815 - Warehouse and Video Production)
- ARI Elder Creek/ARI South (6270 Elder Creek Road, Sacramento, CA 95824)
- ARI Sunrise/ARI North (5750 Sunrise Blvd, #100, Citrus Heights, CA 95610)
- Asher (1215 Howe Avenue, #101, Sacramento, CA 95825)
- Auburn (4441 Auburn Blvd, Suite H&M, and J, Sacramento, CA 95841)
- Bowling (7171 Bowling Drive, #1120, Sacramento, CA 95823
- Capitol Mall (555 Capitol Mall, #735, Sacramento, CA 95814 Classroom & Administrative Space)
- Center Parkway (7839 Center Parkway, Sacramento, CA 95823)
- College Oak (4545 College Oak Drive, Sacramento, CA 95841)
- Del Paso/Cavalry (1100 Las Palmas Avenue, Sacramento, CA 95815
- Del Paso 2 (3730 Marysville Blvd, Sacramento, CA 95838)
- Edison/St. Matthew's (2300 Edison Avenue, Sacramento, CA 95821
- Fair Oaks (2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 Wellness Center/Salon)
- Florin Rd (3801 Florin Road, Suite 107, Sacramento, CA 95823
- Folsom Blvd. (10013 Folsom Blvd, Sacramento, CA 95827)
- Folsom 2 (9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827

HCCS Sites with MOU No. 3 Approval

- Grand Avenue (1333 Grand Avenue, Sacramento, CA 95838)
- Hemlock/Russian Library (5537 Hemlock Street, Sacramento, CA 95841)
- Hemlock 2 (5527 Hemlock Street, Suite B, Sacramento, CA 95841)
- Hillsdale (5655 Hillsdale Blvd, Suites 1, 9, 11 & 18, Sacramento, CA 95842)
- Howe Avenue (1111 Howe Avenue, #655, Sacramento, CA 95825)
- Hurley (3205 Hurley Way, Sacramento, CA 95864)
- Industrial (8180 Industrial Pkwy, Sacramento, CA 95824)
- Larkspur 1/BV Larkspur (1100 Fulton Avenue, #F, Sacramento, CA 95825
- Larkspur 2/BV North (1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825
- Maple (3301 37th Avenue, Sacramento, CA 95824)
- Maple 2/St. Rose (5961 Franklin Blvd, Sacramento, CA 95824)
- Marconi 2 (3727 Marconi Ave, Sacramento, CA 95821)
- Marysville (715 C Street, Marysville, CA 95901)
- McClellan (3144 Palm Street, Building 826, McClellan Park, CA 95652)
- McClellan 2 (5411 Luce Ave, Unit 242, McClellan, CA 95652)
- North Laguna (8211 Bruceville Rd, #115, Sacramento, CA 95823)
- North Laguna 2 (8211 Bruceville Rd, #125, Sacramento, CA 95823)
- Norwood (431 Hayes Avenue, Sacramento, CA 95838)
- Oak Park (2520 33rd St, Sacramento, CA 95817)
- Old Auburn (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Saint John's (Address redacted due to the privacy of our students)
- SHRA Marina Vista (30 Seavey Circle, Sacramento, CA 95818)
- South Side Park (730 S Street, Sacramento, CA 95811
- West Sac/Holy Cross (800 Todhunter Avenue,West Sacramento, CA 95605)
- Yuba City (229 Clark Avenue, Suite Q & V, Yuba City, CA 95991

HCCS Sites with MOU No. 3 Approval

Administrative Sites:

- American River (3600 American River Drive #280, Sacramento, CA 95864)
- Arden (901 Arden Way, Sacramento, CA 95815)
- Capitol Mall (555 Capitol Mall, #1275, #725, #550, Sacramento, CA 95814)
- El Camino (4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608)
- Fair Oaks 2 (6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608)
- Howe Avenue (1111 Howe Avenue, #115, Sacramento, CA 95825)
- Raley Blvd (4350 Raley Blvd, Suite 300, Sacramento, CA 95838)

Notice of Violation: 23-24 Independent Audit Report

- On May 12, 2025 HCCS provided TRUSD with a first draft of the Eide Bailly audit.
- On October 10, 2025 HCCS provided TRUSD with an updated draft audit.
- On October 26 and October 31, HCCS provided the District the full correspondence record covering the prior two years.
- Two options going forward to fully cure this:
    - Highlands is attempting to reach a settlement with the State relating to the state audit report that would provide Eide Bailly with certainty about the finances of the school by resolving concerns raised in the state audit. If there is a settlement, we hope that the audit report can be further revised to reflect the certainty provided by the settlement.
    - If a settlement cannot be reached by the end of the revocation process, Highlands can submit the draft audit it has received and this would satisfy the requirement to provide an audit. It would then proceed to continue to address concerns raised in the draft audit.

Notice of Violation: Failure to Track and Meet Instructional Minutes

Effective August 14, 2025, HCCS has taken the following actions:

- Implemented a five-period bell schedule, providing 336 minutes per day for regular instruction and 271 minutes on teacher professional development days.
  HCCS offers 184 regular instructional days and 15 teacher PD days
- Moved to a single track for attendance for both AM and PM classes
- Approved the HCCTS Academic Calendar for 25-26 school year which includes 65,889 instructional minutes for both AM and PM bell schedules, exceeding the 64,800 minimum requirement by 1,089
- Reduced class sizes by creating an enrollment cap of 30 students for each class

Notice of Violation: Credential Misassignment

Credential assignments have been corrected, and we will continue verifying placements and adjusting staff as needed to ensure students are taught by properly assigned teachers.

HCCS has partnered with the University of Massachusetts to ensure all teachers obtain the right credentials. Previously the school used adult education credentials to teach the all-adult student body.

University of Massachusetts Global
A private nonprofit affiliate

Notice of Violation: Exclusive Partnership Agreement

- On January 14, 2025, HCCTS discontinued the partnerships between the truck driving program and Sac County Sheriff, Sac Police, and Local 185. All partners and CTE Truck Driving employees were informed and this information was sent to TRUSD
- On June 30, 2025 HCCTS laid off all employees associated with the truck driving program
- On August 14, 2025, HCCTS started the new school year and did not open the truck driving program.
- On October 31, 2025, HCCTS met with TRUSD and provided separation notices of all previous truck driving and CTE employees and their dates of employment. HCCTS also provided letters and email correspondence sent from Sac County Sheriff, and Sac Police in January 2025 asking HCCTS not to discontinue the partnership.
- On November 6, 2025, HCCTS sent TRUSD letters written by Sac County Sheriff and Sac Police confirming partnerships ended on January 14, 2025.

Notice of Violation: Fiscal Mismanagement - Marysville 2

- On November 30, 2024, HCCTS terminated the lease with the City of Marysville.
- On January 14, 2025, HCCTS sent TRUSD a letter that outlined the lease termination with Marysville 2 and included the final buyout amount of that lease. In that letter, HCCTS provided evidence that no additional money would be paid to the City of Marysville and that operations had been finalized.
- On January 21, 2025, HCCTS completed a buyout of the lease for $31,579.80.
- On May 9, 2025, HCCTS paid the final utility bill of $1,782.01.
- On June 17, 2025 HCCTS sent TRUSD a letter showing that the lease had been terminated, resulting in a significant savings of $88,316 to HCCTS. Invoices were included.
- On November 4, 2025 HCCTS sent TRUSD the Lease Termination Agreement, the final payment to the city of Marysville, and the final utility bill.

Notice of Violation: Fiscal Mismanagement - San Diego

- On November 11, 2024 HCCTS asked a remote worker living in San Diego to vacate the office space where he had been working and he vacated on November 29, 2024.
- On March 27, 2025, HCCTS contracted with Newmark to sublet the space in San Diego.
- On June 3, 2025, HCCTS disconnected the internet and all utilities.
- On October 26, 2025 HCCTS informed TRUSD that the San Diego site was vacated and provided the Newmark sublease contract as evidence of actions taken.
- On November 4, 2025, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location.
- On November 13, 2025, HCCTS signed the lease termination and submitted the final invoice for the San Diego location on November 15, 2025.
- On November 18, 2025 HCCTS sent TRUSD the lease termination and final check to show that the lease in San Diego was fully terminated.




2024







BUILD HIGHLANDS BACK BETTER

HCCS NOV Intent to Revoke 01.27.2026



BUILD HIGHLANDS BACK BETTER

- **Tonight we will be sharing with you how we have cured all violations in the Notice of Intent to Revoke the charter school.**
- **Tonight you are going to hear about our ongoing reform efforts.**
- **All of these efforts have cured the notices of violation.**

BUILD HIGHLANDS BACK BETTER

HCCS has already:

- Changed our administrative team
- Changed more than 125 school policies and procedures
- Changed our principal legal counsel
- Brought in a reputable charter school business/back office firm to validate internal work
- Hired K-12 credentialed teachers
- Consolidated operations in Sacramento County in fewer locations to allow better oversight by both our team and TRUSD

BUILD HIGHLANDS BACK BETTER

HCCS Notices of Violations

1. *Grade Levels
2. *Locations
3. Independent Audit
4. Instructional Minutes
5. Credentialing
6. Exclusive Partnership
7. Fiscal Mismanagement
    a. Marysville 2
    b. San Diego

*HCCS initially planned to cure through the HCCS Material Revision submitted to TRUSD on 9/26, however due to the TRUSD denial of the material revision, HCCS has submitted formal plans to cure alternatively

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Grade Levels

HCCS originally planned to cure the grade levels with the material revision which was submitted to TRUSD on 9/26/2025 with the addition of grades 9, 10, and 11

HCCS presented a plan to TRUSD on 12/2/2025 to transition back to grades approved in the charter petition if denied

HCCS submitted the revised material revision on 1/2/26 which removed grade level changes

HCCS added back grades 1 & 2 on 1/20/2026 and is implementing the phase out of grades 9 & 10 pursuant to the HCCS plan submitted to TRUSD

HCCS formally began serving grades 1, 2, & 12 on 1/20/26

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Locations

HCCS originally planned to cure the locations with the material revision which was submitted to TRUSD on 9/26/2025

HCCS presented a location plan to TRUSD on 12/2/2025 to transition back to MOU Amendment No. 3 sites if denial

HCCS then presented an updated material revision with changes to the locations only on 1/2/2026

Following the TRUSD denial on the HCCS Material Revision, HCCS returned to the locations approved in MOU Amendment No. 3

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Independent Audit

The 2024-2025 independent audit from Eide Bailly was provided to TRUSD on 1/2/2026.

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Instructional Minutes

HCCS cured the instructional minutes concern by:

- Creating a five period bell schedule for both AM and PM classes
- Ensuring all teachers offer direct instruction for all periods
- Moved to a single attendance track
- Ensuring 65,800 instructional minutes
- Reducing class sizes with enrollment caps
- Restructuring the class
- Updated attendance SOPs and practices

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Credentialing

Credential misassignments fully cured through the following:

- Laid off teachers with adult education credentials
- Partnered with UMASS Global to enroll eligible teachers into an internship program where they can earn a single-subject teaching credential
- Hired K-12 credentialed teachers

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Exclusive Partnership

The alleged violation of WIOA Exclusive Partnership Agreement was fully cured through the disenrollment of non-WIOA students and closure of the program in question in January 2025.

BUILD HIGHLANDS BACK BETTER

HCCS Notice of Violation: Fiscal Mismanagement

Marysville 2- The out-of-county lease in Marysville has been terminated and new policies adopted to prevent issues in the future, fully curing the concern about fiscal mismanagement. This was finalized 11/30/2024.

San Diego- The out-of-county lease in San Diego has been terminated and new policies adopted to prevent issues in the future, fully curing the concern about fiscal mismanagement. This was finalized 11/17/2025.

BUILD HIGHLANDS BACK BETTER

HCCS Closing Summary

HCCS has presented all the requested evidence and documentation to TRUSD and has taken all necessary steps to address and resolve the identified Notices of Violation.

HCCS respectfully requests that the TRUSD Board clear the Notice of Violation and allow HCCS to continue serving our community.

Thank You





Regular and Virtual School Board Meeting
06/17/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

AGENDA

Virtual/Livestream Participation:

Our school board meetings will be livestreamed on the Twin Rivers YouTube channel the day of the board meeting. The video will be launched live five minutes prior to the meeting. The public will be able to provide live comments in a virtual format. Please see Instructions for Leaving Public Comment for directions to pre-register to make a live stream comment. Comments must be submitted by 5:00 P.M. Your comments will be considered at the appropriate time on the agenda.

In-Person Participation:

Members of the public may attend in-person and provide public comment by submitting a green public comment card by 6:00 P.M. for Closed Agenda Items and by 6:30 P.M. for Open Session items.

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Interpreter Services are available in Spanish and Pashto at Board meetings upon request.

A. 6:00 P.M. CALL TO ORDER by the President

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

6. Conference with Real Property Negotiators APN# 217-0110-006-0000 (Government Code Section 54956.8)

7. Student Expulsion Cases #51-25, #A54-25, #A55-25, #A56-25, #A57-25, #A58-25, #A59-25, #A60-25, #A61-25, #A62-25 (Education Code Sections 35146 & 48918)

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

D. CLOSED SESSION

E. 6:30 P.M. RECONVENE

1. Introduction of Interpreters

2. Report Action Taken During Closed Session

3. Board Action by Separate Vote – Student Expulsion Cases #51-25, #A54-25, #A55-25, #A56-25, #A57-25, #A58-25, #A59-25, #A60-25, #A61-25, #A62-25.

4. Pledge of Allegiance Led by Trustee Sharon Reichelt

F. REPORTS

1. Board President

2. Superintendent

G. RECOGNITION

1. PRESENT AND ADOPT Resolution No. 1508 In Recognition of Muslim American Heritage Month - July 2025

2. RECOGNITION Elementary and K-8 Spring Expanded Learning Athletics Program

3. RECOGNITION Secondary Spring Sports

4. RECOGNITION - Dual Enrollment Graduates

5. RECOGNITION The Sacramento County Board of Supervisors Recognition to the Twin Rivers Unified School District

H. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

I. CONSENT AGENDA

1. APPROVE May 13, 2025, Regular and Virtual School Board Meeting Minutes

2. APPROVE Routine Administrative Contracts $35,000 and Above

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Construction Contracts $35,000 and Above

5. RATIFY Payment of Salaries and Bills for May 2025

6. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

7. RATIFY Purchase Order Board Report for May 2025

8. ADOPT Resolution No. 1486 Approving the Guaranteed Maximum Price and Award of Contract for Lease Leaseback Construction Services for the Grant Union High School Parking Lot Improvement Project

9. REVIEW and APPROVE 2025 - 2026 Consolidated Application Reporting System Application Funding

10. ADOPT Resolution No. 1507 - Close of Fiscal Year Budget Transfer for 2024-2025

11. AWARD Contract for Security Officers for Special Event Security Checkpoints

12. REJECT All Proposals for Specialized Student Transportation Services

13. AWARD Contracts for Student Charter Bus Transportation Services

14. REJECT All Proposals for Network Access Control Services - Cybersecurity Pilot Program

15. AWARD Contracts for 2025-2026 After School Expanded Learning Athletics Providers

16. AWARD Contract for the Grant Union High School Building Repairs Project

17. AWARD Contract for the Community Outreach Academy Middle School Lower Office Roof Replacement

18. APPROVE Revised Contracts for 2025-2026 Supplemental Enrichment Providers

19. APPROVE 2025-2026 Modified School Bell Schedules - Vineland School Reversion to Original Bell Schedule

20. ADOPT Resolution No. 1509 Authorizing the Extension of Cooperative Agreement No. PS21095 with Park Planet for the Purchase of Outdoor Shade Structures

21. ADOPT Resolution No. 1510 Authorizing the Purchase of Transit Diesel Buses from A-Z Bus Sales, Inc. via Clovis Unified School District Agreement No. 2963

22. AWARD Contract for Produce, Dry Goods, and Other Perishable Products

23. AWARD Contract for Commercial Food Items and Supplies

24. AWARD Contract for Milk and Dairy Products

25. APPROVE Auction/Disposal/Donation of Surplus Personal Property

26. ADOPT Transitional Kindergarten through 12th Grade Core Curriculum List for 2025-2026

27. APPROVE Disposal of Obsolete Library Materials from School Site Library Media Services

28. ADOPT Resolution No. 1511 Approving the Guaranteed Maximum Price and Award of Contract for Lease Leaseback Construction Services for the Grant Union High School (West Campus) Site Improvements and Beautification Project

29. APPROVE Resolution No. 1512 Declaring the Need for and Authorizing Emergency Building Repairs to the Grant Union High School (West Campus) Gym

30. ADOPT Resolution No. 1513 Authorizing the Purchase of Warehouse and Custodial Supplies via Cooperative Agreement No. KPN-202007-02A

31. APPROVE REVISED Student Calendars for the 2025-2026 and 2026-2027 School Years for The Twin Rivers Unified School District Early Childhood Education Program

32. ADOPT Resolution No. 1514 Authorizing Staff to Proceed with Property Purchase, Lot Line Adjustment, and Making Related Findings

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

L. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING AND REVIEW - Local Control and Accountability Plan
2. PUBLIC HEARING and REVIEW - Creative Connections Arts Academy Local Control and Accountability Plan
3. PUBLIC HEARING and REVIEW - Smythe Academy of Arts and Sciences Local Control Accountability Plan
4. PUBLIC HEARING and REVIEW - Westside Preparatory Charter Local Control Accountability Plan (LCAP)
5. PUBLIC HEARING AND REVIEW Special Education Local Plan Area
6. PUBLIC HEARING and REVIEW 2025-2026 Proposed Adopted Budget

M. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT and APPROVE - Title III Local Plan Update 2025-2026
2. PRESENT and APPROVE the Issuance of Notice of Violation to California Innovative Career Academy Charter School
3. PRESENT and APPROVE the Issuance of Notice of Violation to Highlands Community Charter School
4. APPROVE Employment Agreement Between Twin Rivers Unified School District and Marcia (Marci) Bernard for Associate Superintendent School Leadership
5. PRESENT AND APPROVE 2025-2026 Twin Rivers Unified School District Board Meeting Schedule
6. SCHEDULE Annual Organizational Meeting of the Twin Rivers Board of Trustees
7. FIRST READING - Revised Board Policies

N. BOARD/SUPERINTENDENT COMMUNICATION

O. BOARD COMMENTS

P. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

Q. CLOSED SESSION

R. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

2. Announcement of Next Meeting

S. ADJOURN

T. June 17, 2025, MULTILINGUAL AGENDA

Regular and Virtual School Board Meeting
06/17/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

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Attendance

Voting Members
Basim Elkarra, Board President
Stacey Bastian, Board Vice President
Christine Jefferson, Clerk
Michael Baker, Board Member
Sharon Reichelt, Board Member
Rebecca Sandoval, Board Member
Sascha Vogt, Board Member

Administration Present: Steve Martinez, Ed. D., Superintendent; Gina Carreon, J.D., Chief Human

Resources Official; Ryan DiGiulio, Chief Business Official; Marci Bernard, Associate Superintendent, School Leadership.

A. 6:00 P.M. CALL TO ORDER by the President

Vice President Bastian called the Regular and Virtual School Board Meeting to order at 6:01 p.m. in the Board Room/Zoom.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Trustee Christine Jefferson announced the Closed Session items listed on the agenda as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

6. Conference with Real Property Negotiators APN# 217-0110-006-0000 (Government Code Section 54956.8)

7. Student Expulsion Cases #51-25, #A54-25, #A55-25, #A56-25, #A57-25, #A58-25, #A59-25, #A60-25, #A61-25, #A62-25 (Education Code Sections 35146 & 48918)

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

Vice President Bastian provided an opportunity for speakers to address the Board under this agenda item prior to the Closed Session. Trustee Jefferson announced that no speakers were present to address the Board.

D. CLOSED SESSION

Vice President Bastian recessed the Open Session at 6:02 p.m., at which time the Board convened in Closed Session.

E. 6:30 P.M. RECONVENE

President Elkarra convened the Open Session at 7:26 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Laura Orozco, Spanish Interpreter, and Abdul Matin, Pashto Interpreter.

2. Report Action Taken During Closed Session

Trustee Jefferson announced that no reportable actions were taken in Closed Session.

3. Board Action by Separate Vote – Student Expulsion Cases #51-25, #A54-25, #A55-25, #A56-25, #A57-25, #A58-25, #A59-25, #A60-25, #A61-25, #A62-25.

A motion was made to approve Student Expulsion Case #A51-25

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A54-25

Motion made by: Michael Baker
Seconded by: Satcey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - No
Rebecca Sandoval. Yes
Sacha Vogt - Yes

Motion passed by majority vote: 6 - Yes, 1 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A55-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes

Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - No

Motion passed by majority vote: 6 - Yes, 1 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A56-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - No

Motion passed by majority vote: 6 - Yes, 1 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A57-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A58-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A59-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A60-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - No
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 6 - Yes, 1 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A61-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A62-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes

Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

4. Pledge of Allegiance Led by Trustee Sharon Reichelt

Trustee Sharon Reichelt led the Pledge of Allegiance.

F. REPORTS

1. Board President

2. Superintendent

G. RECOGNITION

A motion was made to move Item G.5 to G.1

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Basim Elkarra - Yes
Stacey Bastian - Not Present
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

1. PRESENT AND ADOPT Resolution No. 1508 In Recognition of Muslim American Heritage Month - July 2025

A motion was made to adopt Resolution No. 1508 In Recognition of Muslim American Heritage Month - July 2025.

Motion made by: Basim Elkarra
Motion seconded by: Michael Baker
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes

Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

President Basim Elkarra read Resolution No. 1508 In Recognition of Muslim American Heritage Month - July 2025.

2. RECOGNITION Elementary and K-8 Spring Expanded Learning Athletics Program

The Board proudly recognized the accomplishments of the Expanded Learning Spring Athletics Program, as presented by Travis Burke. The season featured flag football, track and cross country, and competitive cheer, with strong participation and continued program growth. Champions were celebrated from Madison, FC Joyce, Northlake, and WPCS Regency, and a highlight video showcased the achievements across all events.

3. RECOGNITION Secondary Spring Sports

The Board recognized the accomplishments of Twin Rivers Unified School District's Secondary Athletics Programs. Micah Simmons presented the spring sports champions and shared a video highlighting secondary athletics. Three middle school teams earned championships in boy's basketball, boy's volleyball, and girl's soccer. At the high school level, twelve teams advanced to postseason play in sports, including boys' volleyball, girls' soccer, softball, swim, track and field, golf, and co-ed tennis. Notable achievements included a co-ed tennis team qualifying for CIF playoffs for the first time, finishing as league champions and placing among the top doubles teams in the section.

Trustee Reichelt inquired whether cheerleading is part of the winter sports season or the spring sports season?

Micah Simmons clarified that, although cheerleading is a sport that lasts all year with most activities during fall and winter, the championship events usually happen in spring, particularly in March.

Trustee Jefferson congratulated all student athletes, sharing pride in their accomplishments and appreciation for the opportunity to offer sports programs. She emphasized that athletics provide a valuable and positive outlet for students.

4. RECOGNITION - Dual Enrollment Graduates

Board Recognition – Dual Enrollment Graduates
The Board proudly recognized the accomplishments of the District's dual enrollment graduates, with a presentation led by Megan Simmons. Graduates from the past three years were honored, beginning with the Class of 2023. Two students from Grant Union High School were among the first to earn associate degrees through the program. The Class of 2024 was also represented, including graduates from Highlands, Grant Union, and Rio Linda High Schools. Several students earned both Associate of Arts and Associate of Science degrees, marking a significant academic milestone. The presentation concluded with words of encouragement and appreciation, emphasizing the lasting impact of these students'

achievements on the District and its future dual enrollment efforts.

Dr. Martinez unveiled a special tribute honoring the District's dual enrollment graduates, marking the occasion as a moment of inspiration and pride. He emphasized the significance of the students' achievements and expressed a desire to ensure their efforts are remembered and celebrated within Twin Rivers Unified School District. The unveiling featured a permanent display titled *Twin Rivers College Scholars*, showcasing the names of graduates along with the year they earned both their associate degree and high school diploma. Dr. Martinez shared that this recognition would remain on display as a lasting testament to their dedication and success.

5. RECOGNITION The Sacramento County Board of Supervisors Recognition to the Twin Rivers Unified School District

Representative Richard Desmond of the Sacramento County Board of Supervisors presented a Resolution honoring Twin Rivers Unified School District for its exceptional accomplishments in academic achievement, inclusive education, environmental leadership, and community development. The District was recognized for significantly improving graduation outcomes and reducing dropout rates over the past decade. With a richly diverse student population speaking many languages across the District, TRUSD was commended for its innovative programs that promote equity and inclusion. The District's leadership in sustainability, demonstrated through a pioneering electric bus fleet and consistent excellence in financial stewardship, along with its strong focus on career preparation and college readiness, has made it a standout example of educational excellence in the region.

H. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

A motion was made to approve the Personnel Recommendations

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

I. CONSENT AGENDA

A motion was made to approve the Consent Agenda

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian

Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

1. APPROVE May 13, 2025, Regular and Virtual School Board Meeting Minutes

2. APPROVE Routine Administrative Contracts $35,000 and Above

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Construction Contracts $35,000 and Above

5. RATIFY Payment of Salaries and Bills for May 2025

6. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

7. RATIFY Purchase Order Board Report for May 2025

8. ADOPT Resolution No. 1486 Approving the Guaranteed Maximum Price and Award of Contract for Lease Leaseback Construction Services for the Grant Union High School Parking Lot Improvement Project

9. REVIEW and APPROVE 2025 - 2026 Consolidated Application Reporting System Application Funding

10. ADOPT Resolution No. 1507 - Close of Fiscal Year Budget Transfer for 2024-2025

11. AWARD Contract for Security Officers for Special Event Security Checkpoints

12. REJECT All Proposals for Specialized Student Transportation Services

13. AWARD Contracts for Student Charter Bus Transportation Services

14. REJECT All Proposals for Network Access Control Services - Cybersecurity Pilot Program

15. AWARD Contracts for 2025-2026 After School Expanded Learning Athletics Providers

16. AWARD Contract for the Grant Union High School Building Repairs Project

17. AWARD Contract for the Community Outreach Academy Middle School Lower Office Roof Replacement

18. APPROVE Revised Contracts for 2025-2026 Supplemental Enrichment Providers

19. APPROVE 2025-2026 Modified School Bell Schedules - Vineland School Reversion to Original Bell Schedule

20. ADOPT Resolution No. 1509 Authorizing the Extension of Cooperative Agreement No. PS21095 with Park Planet for the Purchase of Outdoor Shade Structures

21. ADOPT Resolution No. 1510 Authorizing the Purchase of Transit Diesel Buses from A-Z Bus Sales, Inc. via Clovis Unified School District Agreement No. 2963

22. AWARD Contract for Produce, Dry Goods, and Other Perishable Products

23. AWARD Contract for Commercial Food Items and Supplies

24. AWARD Contract for Milk and Dairy Products

25. APPROVE Auction/Disposal/Donation of Surplus Personal Property

26. ADOPT Transitional Kindergarten through 12th Grade Core Curriculum List for 2025-2026

27. APPROVE Disposal of Obsolete Library Materials from School Site Library Media Services

28. ADOPT Resolution No. 1511 Approving the Guaranteed Maximum Price and Award of Contract for Lease Leaseback Construction Services for the Grant Union High School (West Campus) Site Improvements and Beautification Project

29. APPROVE Resolution No. 1512 Declaring the Need for and Authorizing Emergency Building Repairs to the Grant Union High School (West Campus) Gym

30. ADOPT Resolution No. 1513 Authorizing the Purchase of Warehouse and Custodial Supplies via Cooperative Agreement No. KPN-202007-02A

31. APPROVE REVISED Student Calendars for the 2025-2026 and 2026-2027 School Years for The Twin Rivers Unified School District Early Childhood Education Program

32. ADOPT Resolution No. 1514 Authorizing Staff to Proceed with Property Purchase, Lot Line Adjustment, and Making Related Findings

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

Principal Marty Powers thanked the Board and District for their support during his 11 years of service, highlighting improvements in student programs, staff development, and compensation. As he retires after 45 years in education, he expressed appreciation for the District's positive impact and closed with a message of gratitude and inspiration.

Clark Knudtson, SLP, commented on his concerns about an SLP staffing report, urging the Board to review the information provided regarding staffing challenges.

L. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING AND REVIEW - Local Control and Accountability Plan

Before the presentation, Board President Elkarra read a statement noting that, following a review with the Sacramento County Office of Education (SCOE) on June 16, 2025, the LCAP draft was amended to include additional required descriptive elements. He clarified that these revisions did not affect the goals, actions, or planned expenditures outlined in the Local Control and Accountability Plan.

Travis Burke presented an update on the 2024–2027 Local Control and Accountability Plan (LCAP), noting recent amendments made following a review with SCOE to align with updated Education Codes related to the Learning Recovery Emergency Block Grant and Equity Multiplier Fund. These changes involved adding required descriptive elements without altering goals, actions, or funding. He highlighted continued progress across academic achievement, college and career readiness, and school culture, with improvements in student performance metrics and engagement. The District also refined its stakeholder input process, focusing on deeper student feedback and plans to increase parent and staff participation next year.

Trustee Jefferson requested clarification into Mr. Wesley's role.

Marci Bernard clarified that the new Director of School Advancement will initially focus on the MLK pathway but will also support broader efforts to strengthen and expand successful practices across all District pathways. The position is designed to lead Districtwide initiatives aimed at advancing school improvement and student success.

Travis Burke reported increased parent engagement through higher event and training attendance, particularly among underserved and diverse groups, despite a decline in survey participation.

Trustee Jefferson inquired about the types of support offered to parents beyond events, specifically requesting examples of the trainings provided to families within the District.

Travis Burke clarified that the Family and Community Engagement Team offers a variety of parent-focused training programs designed to strengthen school partnerships and student support. One key initiative is a parent cohort series that provides guidance on parenting strategies, school engagement, and college readiness. The District also collaborates with the Roberts Family Development Center to support parents of African American students, focusing on culturally relevant engagement and leadership in school governance. Participants in this group have attended events at Sacramento State and contributed valuable input to the LCAP process. Additional efforts have expanded to include support for newcomer and refugee families, as well as emerging partnerships with the Special Education Department to develop programming for parents of neurodiverse students.

Trustee Vogt commended the increase in parent engagement but expressed concern about the decline in LCAP input. She encouraged leveraging existing events and cohorts to boost participation in the LCAP process and emphasized the importance of aligning engagement efforts with meaningful feedback.

Travis Burke responded in agreement, noting it was a valuable suggestion and acknowledged the potential to engage thousands of families through existing events to strengthen LCAP input.

Travis Burke provided updates on LCAP Goals 4 through 7, highlighting expanded parent engagement efforts, including growth in the Native Education Program and Parent University. He reported continued progress in maintaining safe, clean facilities, with improved safety and connectedness metrics supported by targeted staffing and resources. Academic gains were noted for students with disabilities, supported through professional development, materials, and specialized staff. Under the Equity Multiplier initiative, new sites were added to receive focused support for English learners, with local data showing promising progress in English language arts outcomes.

Trustee Sandoval praised the District for offering English classes to parents, noting their positive impact on student success and expressing appreciation for the visibility and accessibility of the program across schools.

Trustee Jefferson inquired about the two schools that did not qualify for Equity Multiplier funding this year and what factors contributed to the change in their eligibility status.

Travis Burke clarified that these schools did not meet the eligibility threshold for Equity Multiplier funding this year but will continue to receive support under a three-year plan. Future eligibility will be reassessed with updated data in January.

Travis provided updates on LCAP Goals 8 through 10, which focus on expanding English language arts support, improving college and career readiness at alternative sites, and reducing suspension rates. He highlighted continued staffing and intervention efforts at key schools and noted next steps, including final adoption on June 24 and follow-up with SCOE for potential non-material state-level adjustments.

President Elkarra called the Public Hearing at 8:34 p.m. for comments regarding the Local

Control and Accountability Plan.

There were no public comments.

President Elkarra closed the Public Hearing at 8:35 p.m.

2. PUBLIC HEARING and REVIEW - Creative Connections Arts Academy Local Control and Accountability Plan

President Elkarra called the Public Hearing for comments on the Creative Connections Arts Academy Local Control and Accountability Plan at 8:35 p.m.

There were no public comments.

President Elkarra closed the Public Hearing at 8:37 p.m.

3. PUBLIC HEARING and REVIEW - Smythe Academy of Arts and Sciences Local Control Accountability Plan

President Elkarra called the Public Hearing for comments on the Smythe Academy of Arts and Sciences Local Control Accountability Plan at 8:42 p.m.

There were no public comments.

President Elkarra closed the Public Hearing at 8:42 p.m.

4. PUBLIC HEARING and REVIEW - Westside Preparatory Charter Local Control Accountability Plan (LCAP)

President Elkarra called the Public Hearing for comments on the Westside Preparatory Charter Local Control Accountability Plan at 8:37 p.m.

There were no public comments.

President Elkarra closed the Public Hearing at 8:38 p.m.

5. PUBLIC HEARING AND REVIEW Special Education Local Plan Area

Before the presentation, Board President Elkarra read a statement noting a revision to the local plan. Specifically, in Section E, on page E-4 of 14, the question regarding whether SELPA's average SLP caseload is 55 was addressed. The correct answer was clarified as “No.”

Marci Bernard provided an overview of the proposed 2025–2026 Special Education Budget and SELPA plans, outlining key sections, required services, and the need for a public hearing. She also noted the inclusion of annual assurances and policy updates as part of the SELPA submission process.

Kate Ingersoll presented the 2025–2026 Special Education budget, highlighting a projected

increase in state funding and a total expenditure of $101.5 million. She noted that a significant portion will remain unfunded and covered by the District. The Board will hold a public hearing on the budget and service plans, with final approval scheduled for June 24 and submission to the state by June 30.

President Elkarra called the Public Hearing at 8:42 p.m. for comments regarding the Special Education Local Plan Area.

Clark Knudtson commented on his concerns about items reported in SELPA's SLP caseload figures. He also questioned how part-time staff and preschool assessment-only roles are accounted for in the calculation of average caseloads.

President Elkarra closed the Public Hearing at 8:42 p.m.

6. PUBLIC HEARING and REVIEW 2025-2026 Proposed Adopted Budget

Ryan DiGiulio and Kate Ingersoll presented the 2025–2026 Proposed Budget. Ryan highlighted state economic uncertainties, declining enrollment trends, and the protection of education funding under Proposition 98. He noted a modest increase in special education funding and reductions in discretionary grants, while emphasizing the need for early planning around the 2030 expiration of Proposition 30. Despite statewide challenges, Twin Rivers remains in a growth region, with stable reserves and continued investment in student services. The budget will return to the Board for approval the following week. Kate Ingersoll reported a positive budget outlook for 2025–2026, supported by increased LCFF revenue and ADA growth, including the expansion of Transitional Kindergarten (TK). One-time funds are being used for facilities and staffing, with reserves meeting Board targets. While revenue is projected to increase, some reductions are planned as temporary grants expire. Multi-year projections remain stable, and the District is preparing to sustain key services, including those tied to TK, as one-time funding phases out.

Ryan concluded the budget presentation by emphasizing that despite state and federal economic uncertainties, Twin Rivers is presenting a balanced budget for 2025–2026 and the following two years. He credited sound fiscal stewardship and Board support for enabling the District to maintain stability without issuing layoff notices, unlike many other districts. While caution is warranted due to the use of one-time funds at the state level to cover deficits, the District remains well-positioned and committed to monitoring and adjusting as needed. Ryan noted that final budget adoption is scheduled for next week, with any necessary revisions to follow in August and finalized actuals reported in September. He expressed pride in the District's ability to maintain a wide range of student services under a strong financial plan.

President Elkarra expressed concern about potential federal funding cuts, particularly related to political efforts targeting DEI programs, and asked about the possible impact on the District’s budget.

Ryan stated that the District is monitoring two areas of concern regarding potential federal funding cuts. The first involves restricted programs, such as Title III, which would not affect the unrestricted general fund but could limit specific services tied to those funds. The second concern is the broader impact on state-funded programs like nutrition and Medi-Cal, which

could strain the state budget and potentially affect Proposition 98 funding for education. He emphasized the uncertainty at this time and assured the Board that updates will be provided as more information becomes available.

Trustee Vogt inquired about the status of the District's facility plan in light of recent volatility related to the bond. She asked whether contingency measures are in place to address potential challenges and ensure continued progress on planned projects.

Ryan DiGiulio reported that the District is actively using Measure J and K Series A funds, with project updates available in the upcoming Board communication and on the CBOC webpage. He confirmed that contingency planning is in place, with bond sales for Series B expected this summer, pending market conditions, and noted a small remaining portion of Measure G funds.

Trustee Reichelt asked for clarification on the meaning of "interfund transfers out" within the budget.

Ryan Digiulio explained that "interfund transfers out" refers to moving money from the general fund to other restricted-purpose funds outside of it, such as those highlighted earlier in the presentation.

Dr. Martinez thanked Ryan, Kate, and their teams for a comprehensive budget presentation and acknowledged their efforts in navigating complex financial conditions. He noted that while the budget is stable, several external factors, such as the lingering effects of wildfires, tariff impacts, and fluctuating consumer activity, create economic uncertainty at the state and national levels. Dr. Martinez emphasized the importance of continued monitoring and expressed confidence that the District will be able to make necessary adjustments as economic trends become clearer in the coming months.

President Elkarra called the Public Hearing at 9:13 p.m. for the 2025-2026 Proposed Adopted Budget.

There were no public comments.

President Elkarra closed the Public Hearing at 9:13 p.m.

M. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

A motion was made to move item M.5 to M.1

Motion made by: Sharon Reichelt
Motion seconded by: Michael Baker
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes

Rebecca Sandoval - Yes
Sascha Vogt - No

Motion passes by majority vote: 6 - Yes, 1 - No, 0 - Abstain, 0 - Absent

1. PRESENT and APPROVE - Title III Local Plan Update 2025-2026

Jisel Villegas provided an overview of how Title III funds support English learners and immigrant students through enhanced instruction, staff training, and family engagement. She highlighted the District's growing multilingual population and emphasized that funds are used to supplement existing services. The District remains focused on equity, compliance, and increasing student success.

Trustee Vogt praised the District's efforts in supporting English learners and their families, highlighting the impact of inclusive, community-building work.

Trustee Jefferson expressed her support for English learner programs and appreciation for their impact in immigrant communities.

2. PRESENT and APPROVE the Issuance of Notice of Violation to California Innovative Career Academy Charter School

Trustee Baker commented that per Board policy, a vote was required to extend the meeting past 10:00 p.m.

A motion was made to extend the meeting to 11:00 p.m.

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Basim Elkarra: Yes
Stacey Bastian: Yes
Christine Jefferson: Yes
Michael Baker: Yes
Sharon Reichelt: Yes
Rebecca Sandoval: Yes
Sascha Vogt: Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0- Abstain, 0 - Absent

Ryan DiGiulio and legal counsel Bill Schuetz presented the findings leading to the issuance of a Notice of Violation for the California Innovative Career Academy (CICA), clarifying that this action represents the first step in the charter revocation process and does not constitute immediate revocation. The notice outlines multiple violations, including material changes to grade levels and school sites without prior approval, outstanding audit documentation, credential misassignments, failure to provide instructional minutes and days for the 2024–2025 school year, and breach of an exclusive partnership agreement by allowing non-students into a CTE program. Additionally, fiscal mismanagement concerns were raised

regarding high-value administrative expenditures. The charter has until September 26 to respond and remedy these violations. The Board was advised that, while CICA has previously responded to District communications, the severity and persistence of these issues warrant formal action at this stage. Approval of the Notice of Violation was recommended.

Trustee Sandoval requested clarification on whether issuing the Notice of Violation is the initial step in the charter revocation process.

Bill Schuetz clarified that issuing a Notice of Violation is the first formal step in the revocation process, triggered by unresolved issues. He emphasized that it does not revoke the charter and that the school will have time to remedy the violations before further Board action is considered.

Trustee Jefferson asked whether the District was responsible for overseeing the areas cited in the charter school's violations.

Ryan DiGiulio explained that the charter school is responsible for meeting legal and charter requirements, while the District provides oversight and issues a Notice of Violation if those responsibilities are not met.

Trustee Vogt asked legal counsel whether, if new violations arise after the Notice of Violation is issued, the District must wait for the current remedy period to expire before issuing a new notice or taking further action in the revocation process.

Bill Schuetz confirmed that additional Notices of Violation can be issued if new issues arise, and they may proceed concurrently without waiting for the current remedy period to end.

A motion was made to approve the Issuance of Notice of Violation to California Innovative Career Academy Charter School

Motion made by: Michael Baker
Motion seconded by: Sharon Reichelt
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7- Yes, 0 - No, 0 - Abstain, 0 - Absent

Bill McGuire, Executive Director of Highlands Community Charter and Technical Schools, commented and thanked the Board for the opportunity to speak and acknowledged the challenges of the state audit process, which both Twin Rivers and Highlands have undergone. He expressed appreciation for the District's oversight team and affirmed Highlands' commitment to correcting identified issues. Mr. McGuire emphasized the school's ongoing partnership with Twin Rivers, highlighted the large population of immigrant adults they serve,

many of whom are parents of TRUSD students, and shared that leadership will soon transition to Jonathan Raymond. He concluded by reaffirming their dedication to transparency, improvement, and maintaining a strong relationship with the district.

3. PRESENT and APPROVE the Issuance of Notice of Violation to Highlands Community Charter School

Ryan DiGiulio and Bill Schuetz presented a new Notice of Violation for Highlands Community Charter School (HCCS), citing multiple compliance issues similar to those identified with CICA, including unapproved grade level and site changes, missing audit reports, credential misassignments, lack of instructional minutes, and a breach of partnership agreements. An additional violation unique to HCCS involved the use of a non-instructional site at a baseball field, where the school contributed $25,000 for upgrades and remains obligated under a lease through 2026. The charter has until September 26, 2025, to remedy the violations, and staff recommended approval of the notice.

A motion was made to approve the Issuance of Notice of Violation to Highlands Community Charter School

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

4. APPROVE Employment Agreement Between Twin Rivers Unified School District and Marcia (Marci) Bernard for Associate Superintendent School Leadership

Trustee Baker asked whether a job posting had been issued.

Dr. Martinez explained that Ms. Bernard has been serving in the role for over 14 months, and this action reflects her official appointment. He stated that, as Superintendent, he has the authority to appoint individuals to a position without the need for a job posting.

Trustee Baker commended Ms. Bernard's performance but opposed the appointment, stating the position should have been open for internal candidates to apply.

A motion was made to approve the Employment Agreement Between Twin Rivers Unified School District and Marcia (Marci) Bernard for Associate Superintendent School Leadership

Motion made by: Rebecca Sandoval

Motion seconded by: Stacey Bastian
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - No
Sharon Reichelt - No
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 5 - Yes, 2 - No, 0 - Abstain, 0 - Absent

Trustee Reichelt stated that her opposition was not about Ms. Bernard's qualifications, but that the position should have been opened to other District employees out of respect.

Trustee Vogt supported the appointment, emphasizing respect for Ms. Bernard's ongoing work and stating that any interest in opening the position should have been raised earlier.

Trustee Bastian expressed appreciation for Ms. Bernard's dedication and hard work, congratulating her on the appointment and sharing enthusiasm for her continued leadership.

5. PRESENT AND APPROVE 2025-2026 Twin Rivers Unified School District Board Meeting Schedule

President Elkarra reported that the Board Calendar Committee, consisting of himself, Trustee Bastian, and Trustee Reichelt, met to review scheduling options for the upcoming year. After discussing three initial proposals and evaluating the timing and volume of agenda items throughout the year, the committee unanimously recommended two calendar options. Option 1 includes one meeting per month, with two meetings in June; Option 2 includes two meetings in both January and June, with a minor date adjustment in February to better space meetings. The committee also reviewed key action items aligned with each meeting and requested additional information from Dr. Martinez regarding public comment procedures and other considerations.

Dr. Martinez provided follow-up information requested by the Board Calendar Committee regarding public participation and access. He shared that the District averages about four public comment cards per meeting, with occasional spikes depending on agenda topics, such as the January 14, 2025, meeting, which saw 14 comments related to charter renewal and negotiations. Additionally, there were five Special Board meetings held during the year, each convened for specific purposes, including Board appointments, governance training, personnel contracts, and facilities projects. Dr. Martinez also addressed community access points beyond Board meetings, noting that families and stakeholders regularly engage through school sites, District departments, direct outreach to the Superintendent and Board members, and weekly communications via email, Parent Connect, and social media. These channels help resolve many concerns before they reach the Board level and support transparency and accessibility throughout the District.

President Elkarra noted that one of the concerns discussed during the Committee meeting

was the limited time allocated for District employee organizations to speak during Board meetings, particularly when meetings occur only once a month. He shared that a revised policy is being developed to address this issue, and a proposal to increase the allotted time for employee organization comments at regular meetings will be brought to the Board for a vote.

Dr. Martinez confirmed that the current policy allows two minutes per public comment and explained that the proposed revision would formally allocate four minutes specifically for employee associations during regular Board meetings.

Trustee Reichelt noted a discrepancy between draft versions of the proposed Board meeting calendar, pointing out that Draft 2 listed February 17th, while the current version still reflects February 24th.

Dr. Martinez confirmed that February 17th would work for the District and thanked Trustee Reichelt for identifying the discrepancy. He requested that the meeting date be updated in the minutes for both Option 1 and Option 2 of the proposed calendar.

Trustee Vogt raised concerns about the decision-making process used by the Board Calendar Committee, questioning the elimination of a third meeting schedule option without broader input from other Board members or stakeholders. She emphasized that while committees are representative, they should not make final decisions independently. Trustee Vogt also referenced prior discussions regarding the costs associated with holding additional Board meetings, such as staff time, utilities, and other resources, and requested a clear breakdown of those expenses, along with information on how any related savings have been utilized.

Dr. Martinez clarified that if the District were to increase the number of Board meetings to two per month on a regular basis, it would likely require hiring additional personnel within the Superintendent's Office to manage the increased workload.

Trustee Bastian summarized the Board Calendar Committee's collaborative process, highlighting community feedback favoring informal engagement over formal meetings, discussion of staffing needs if meeting frequency increases, the potential policy revision to allow more time for labor partners, and a review of public and virtual comment data. The committee also considered workload patterns using the Governance Calendar and proposed using placeholder dates for potential second meetings when needed.

Trustee Vogt raised concerns about the lack of broader stakeholder input and emphasized the need for increased transparency and oversight. She questioned the omission of a compromise meeting option and the absence of a clearly defined placeholder ("ghost") meeting in the proposed calendar.

Superintendent Martinez clarified that the intent of the placeholder or "ghost" meeting discussed in the committee meeting was not to bring it forward as an official meeting for Board approval. Instead, it was intended as a flexible, informal planning tool rather than a formally scheduled meeting, as official approval would require the meeting to take place.

Trustee Baker expressed concern about the composition of the Board Calendar Committee,

noting that while community input was gathered, Trustees Sandoval, Jefferson, and Vogt were not included. He felt this resulted in a lack of representation from a portion of the District in the committee's discussions and recommendations.

Trustee Reichelt affirmed her support for the two proposed calendar options, explaining that the committee had meaningful discussion on meeting efficiency, public comment data, and scheduling needs. She noted the committee was not presented with the third option mentioned by others and clarified that placeholder meeting dates were discussed as internal planning tools, not formal approvals.

Trustee Vogt reiterated concerns about the lack of broad stakeholder input in the calendar committee process, questioning whether labor partners or Trustees representing other areas, such as Trustees Sandoval, Jefferson, or Baker, were consulted. She emphasized that limited meeting frequency can delay important decisions and expressed that stakeholder expectations for increased transparency and responsiveness may not have been fully considered in the committee's recommendations.

Trustee Reichelt explained that her understanding of stakeholder input was based on reviewing past attendance data at Board meetings, particularly during a typical, non-negotiation year. She noted that most meetings averaged between five and eight public comment cards, which she felt provided sufficient opportunity for community input. However, she acknowledged Trustee Vogt's point, agreeing that holding more frequent meetings might encourage greater public participation.

Trustee Vogt emphasized that having more meetings increases accessibility, allowing stakeholders more opportunities to participate if they cannot attend a single scheduled meeting.

Trustee Reichelt noted that many concerns are addressed through direct communication with Trustees, which was considered when evaluating the need for additional meetings.

Trustee Jefferson voiced opposition to the proposed calendar options, stating she felt excluded from the process and that her request for two monthly meetings was not considered. She emphasized the importance of stakeholder access and expressed concern that the current schedule limits public participation.

Trustee Bastian emphasized that the Committee thoroughly reviewed data and community input, supporting the recommended calendar options as a balanced and collaborative outcome.

Trustee Vogt highlighted that a single monthly meeting may limit community participation due to scheduling conflicts and emphasized the need for more opportunities for stakeholder input.

Trustee Bastian encouraged stakeholders to contact Trustees directly, noting she is readily available and responsive outside of Board meetings.

President Elkarra noted that Board members forward community concerns to the

Superintendent promptly, ensuring timely resolution through established communication protocols.

Trustee Vogt clarified that Board business is not conducted through text messages.

President Elkarra noted that concerns are sent to the Superintendent and are typically resolved before reaching Board meetings, supporting the committee's data-informed approach.

Trustee Baker asked if the District tracks how many people watch Board meetings on YouTube.

Trustee Vogt stated that limited access to participation is an equity concern for her.

Motion made by: Stacey Bastian
Motion seconded by: Michael Baker
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - No
Michael Baker - No
Sharon Reichelt - No
Rebecca Sandoval - No
Sascha Vogt - No

Motion did not pass by majority vote: 2 - Yes, 5- No, 0 - Abstain, 0 - Absent

Trustee Baker suggested reconvening the Committee with expanded representation to gather additional stakeholder input, particularly from underrepresented areas of the district.

President Elkarra announced that the Calendar Committee will be reconvened with updated membership to ensure broader representation. The revised Committee will include President Elkarra, Trustee Bastian, and Trustee Vogt.

President Elkarra encouraged trustees to gather input from their communities before the upcoming vote on the meeting calendar.

Superintendent Martinez acknowledged the Board's feedback and stated he will bring back a revised calendar with two Board meetings per month, along with a more comprehensive hybrid option for consideration.

Trustee Bastian noted that if the District moves to two meetings per month, it will be important to assess the cost implications, including the potential need for additional staff support.

Trustee Vogt supported reviewing staffing needs to accommodate two monthly meetings, recognizing the increased workload.

Superintendent Martinez invited Board members to submit any additional data requests as soon as possible, noting the short turnaround due to the upcoming Juneteenth holiday.

Board members requested information on meeting lengths during months with one versus two meetings, as well as previously provided data from periods when two monthly meetings were regularly held.

6. SCHEDULE Annual Organizational Meeting of the Twin Rivers Board of Trustees

This item was moved to the June 24, 2025, Board meeting pending approval of the Twin Rivers Unified School District Board Meeting Schedule.

Trustee Sandoval requested that a professional Parliamentarian preside over the upcoming organizational meeting. She formally motioned for this arrangement to be implemented.

Dr. Martinez explained that a Board roll call vote is not required for the motion and that a simple majority of four votes is sufficient for approval. He confirmed that the threshold was met and stated he would look into the request.

7. FIRST READING - Revised Board Policies

Board polices were presented for first reading and will be brought back for approval at the next meeting.

N. BOARD/SUPERINTENDENT COMMUNICATION

Trustee Sandoval requested that an item be agendized for the next Board meeting to consider the removal of Trustee Baker as the Board's representative to the California School Boards Association (CSBA). She clarified that the item is intended for a vote, not discussion.

Trustee Baker clarified that he holds an elected CSBA regional position, not one appointed by the Board, and noted the District no longer qualifies for an automatic seat.

O. BOARD COMMENTS

Trustee Sandoval shared highlights from recent school events, including promotions at Smythe Middle School, Morey Avenue, Smythe Elementary, and Fairbanks. She praised strong parent participation and noted a group of Smythe students traveling to a robotics convention, where they are also learning life skills like travel preparation and safety. She commended the District's new initiative to provide potty training for transitional kindergarten (TK) students, calling it forward-thinking. She also celebrated three former Smythe Elementary students receiving $1,000 scholarships and shared an inspiring encounter with a Fairbanks 6th grader aspiring to become an attorney, who was already aware of Twin Rivers' dual enrollment opportunities. Trustee Sandoval expressed pride in the District's students and the quality of this year's promotion events.

Trustee Bastian reflected on a busy and meaningful end-of-year season, attending multiple kindergarten promotions, middle school ceremonies, and high school graduations. She

expressed gratitude for being part of students' journeys and praised the District for its impact on the community. She shared a personal moment overhearing a parent praise Twin Rivers while at the dentist's office, highlighting the District's positive influence. Trustee Bastian thanked staff for making graduation events special and expressed appreciation for the birthday wishes she received, noting her pride in spending her birthday with the Twin Rivers community.

Trustee Reichelt shared highlights from a busy few weeks attending open houses and promotions at various schools, including Hillsdale, Ridgepoint, Frontier, Foothill Oaks, Miles P. Richmond, and Allison. She expressed joy in seeing students' hard work and the pride of families during these events. She also attended high school graduations at CCAA, Highlands, and Foothill, as well as the adult education graduation at Miles P. Richmond, and several 8th grade promotions. Trustee Reichelt recounted a special moment where a local community member provided a $20,000 scholarship to a Highlands High student of color. Additionally, she attended the Madison Dual Language end-of-year presentation, where students delivered speeches in their second language about impactful global figures. She expressed pride in the students and appreciation for the District's efforts.

Trustee Vogt congratulated all graduates and shared her appreciation for attending various promotion and graduation ceremonies across grade levels. She acknowledged the excitement and support shown by students, families, and staff. Trustee Vogt also took a moment to recognize retiree Lisa Liss for her significant contributions to the District, including founding Project Dream, which positively impacted thousands of students through initiatives such as the shoe giveaway, the Band-Aid Project, and student trips. She praised Ms. Liss's lasting influence and dedication. Additionally, Trustee Vogt expressed gratitude to staff currently supporting summer programs and site operations, acknowledging their continued efforts to meet student needs.

Trustee Baker shared that he attended several graduation ceremonies, including those at Foothill, Highlands, Rio Linda, CCAA, and Pacific, and thanked District staff for their support in making the events successful. He and Trustee Vogt also attended the Madison Dual Language presentations and praised the student work. Trustee Baker reported on his attendance with Trustee Jefferson at the California School Boards Association (CSBA) Delegate Assembly in Sacramento. He thanked Trustee Vogt on behalf of the assembly for participating in recent advocacy efforts in Washington, D.C. He noted CSBA's support for several legislative items, including AB 1381 (educational workforce housing loans), AB 1021 (streamlining workforce housing), and AB 1224 (extending long-term substitute authorization). He also reminded Trustees about opportunities for student performers at the upcoming CSBA conference in Sacramento.

Trustee Jefferson shared highlights from several graduations, with a special focus on Grant High School's ceremony, which featured a new seating configuration and concluded with a drone show. She praised the layout of the students in the bleachers and parents on the field, and expressed appreciation for the display of elementary school flags representing Grant's feeder schools. She also attended the FC Joyce promotion, where staff honored their late principal with a butterfly release, commemorative student cords, and plans to plant memorial trees. Trustee Jefferson thanked all staff involved in organizing the graduation events.

Trustee Reichelt added that she and Trustee Baker attended the Foothill pool opening, which

had previously been a topic of controversy. She noted that the event was successful, with students enjoying themselves and the pool operating well.

President Elkarra shared that he would save his full remarks for the next meeting but expressed appreciation for attending several graduations alongside fellow Board members, highlighting Northlake's first 8th grade graduation as a small yet meaningful and historic event. He thanked everyone involved.

Superintendent Martinez expressed his appreciation to staff for staying late and supporting the meeting, especially with over 75 facilities projects currently in progress across school sites. He acknowledged that the evening included some passionate conversations and differing opinions, which are a natural part of working together as a governing team. He encouraged the Board to embrace respectful dialogue, reminding everyone that it's okay to disagree and that they'll move forward together with continued collaboration and shared purpose.

P. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

A secon session was not needed.

Q. CLOSED SESSION

A second session was not needed.

R. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

A second session was not needed.

2. Announcement of Next Meeting

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Tuesday, June 24, 2025, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 6:30 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

S. ADJOURN

There being no other business of the Board, President Elkarra adjourned the meeting at 10:38 p.m.

T. June 17, 2025, MULTILINGUAL AGENDA

NOTE: The agenda for the June 17, 2025, Regular and Virtual School Board meeting was posted and made available in English, Pashto, and Spanish.

Clerk of the Board

Regular and Virtual School Board Meeting
11/04/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

AGENDA

SCAN ME

Scan the above QR code with your phone to view this meeting agenda on your phone.

Virtual/Livestream Participation:

Our school board meetings will be livestreamed on the Twin Rivers YouTube channel the day of the board meeting. The video will be launched live five minutes prior to the meeting. The public will be able to provide live comments in a virtual format. Please see Instructions for Leaving Public Comment for directions to pre-register to make a live stream comment. Comments must be submitted by 5:00 P.M. Your comments will be considered at the appropriate time on the agenda.

In-Person Participation:

Members of the public may attend in-person and provide public comment by submitting a green public comment card by 6:00 P.M. for Closed Agenda Items and by 7:00 P.M. for Open Session items.

Please Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 566-1745 at least 24 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

The board meeting agenda and supporting documents are available for review on the Twin Rivers Unified School District GAMUT Meetings website. An audio recording of board meetings may be made. Noted on the agenda are approximate times. The Board may adjust the time or sequence of agenda items during the meeting. Regular board meetings shall be adjourned by 10:30 P.M. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date (Board Bylaw 9323). Presentations will not be accepted from members of the public at board meetings without prior approval by the Superintendent or Board of Trustees.

Interpreter Services are available in Spanish at Board meetings upon request.

A. 6:00 P.M. CALL TO ORDER by the President

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA,

TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

6. Student Expulsion Cases #A7-26, #A8-26, #A9-26, #A10-26; Student Expulsion Extension Case #A30-25; Student Expulsion Readmissions Case #A28-24.(Education Code Sections 35146 & 48918)

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

D. CLOSED SESSION

E. 7:00 P.M. RECONVENE

1. Introduction of Interpreters

2. Report Action Taken During Closed Session

3. Board Action by Separate Vote – Student Expulsion Cases #A7-26, #A8-26, #A9-26, #A10-26; Student Expulsion Extension Case #A30-25; Student Expulsion Readmissions Case #A28-24.

4. Pledge of Allegiance Led by Trustee Rebecca Sandoval

5. PRESENT and APPROVE 2025-2026 Student Board Members and Administer Oath of Office

F. REPORTS

1. Student Board Members

2. Board President

3. Superintendent

G. RECOGNITION

1. PRESENT AND ADOPT Resolution No. 1564 in Recognition of National Native American Heritage Month - November 2025

2. PRESENT AND ADOPT Resolution No. 1565 in Recognition of National School Psychology Week - November 3 -7, 2025

H. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

I. CONSENT AGENDA

1. APPROVE October 21, 2025, Regular and Virtual School Board Meeting Minutes

2. APPROVE Routine Administrative Contracts $35,000 and Above

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Construction Contracts $35,000 and Above

5. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

6. APPROVE Auction/Disposal/Donation of Surplus Personal Property

7. RATIFY Purchase Order Board Report for October 2025

8. ADOPT Resolution No. 1566 Authorizing the Purchase of Technology Supplies, Equipment, and Services from Apple Inc. via OMNIA Agreement No. R241701

9. ADOPT Resolution No. 1567 Authorizing the Purchase of Gas Buses from A-Z Bus Sales, Inc. via Clovis Unified School District Agreement No. 2963

10. ADOPT Resolution No. 1568 Authorizing the Lease Leaseback Construction Services Delivery Method for the Pioneer TK-8 Portable Addition Project and Approving the Issuance of Request for Statements of Qualifications and Sealed Fee Proposals No. 26-011

11. APPROVE Appointment of the Citizens' Bond Oversight Committee

12. ADOPT Resolution No. 1574 Authorizing Submission of a Grant Application for the Career Technical Education Facilities Program for a Performance Training Center at Grant Union High School

13. REVISE Contract Awards for Certified Wellness Coach Services

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

L. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT AND APPROVE Intent to Employ on the Basis of a Waiver

2. PRESENT and ADOPT Resolution No. 1571 Providing the Issuance and Sale of 2026 Refunding General Obligation Bonds in The Maximum Principal Amount of $115,000,000 in One or More Series to Refund Certain Outstanding District-Wide General Obligation Bonds and Refunding Bonds, and Approving all Related Documents and Official Actions Including Forms of Bond Purchase Agreement and Preliminary Official Statement

3. PRESENT and ADOPT Resolution No. 1572 Resolution Providing for the Issuance and Sale of 2026 Refunding General Obligation Bonds (Elementary Area) in the Maximum Principal Amount of $25,000,000 in One or More Series to Refund Certain Outstanding General Obligation Refunding Bonds of the Elementary Area, and Approving All Related Documents and Official Actions Including Forms of Bond Purchase Agreement and Preliminary Official Statement

4. PRESENT AND APPROVE Issuance of a Notice of Intent to Revoke the Charter of California Innovative Career Academy Charter School of the Highlands Community Charter and Technical Schools

5. PRESENT AND APPROVE Issuance of a Notice of Intent to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools

6. FIRST READING - Revised Board Policies

7. ADOPT Resolution No. 1573 To Pay Absent Board Member Rebecca Sandoval

M. BOARD/SUPERINTENDENT COMMUNICATION

N. BOARD COMMENTS

O. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

P. CLOSED SESSION

Q. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

2. Announcement of Next Meeting

R. ADJOURN

S. November 4, 2025, MULTILINGUAL AGENDA

Regular and Virtual School Board Meeting
11/04/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

SCAN ME

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Attendance

Voting Members
Christine Jefferson, Board President
Rebecca Sandoval, Board Vice President

Sascha Vogt, Clerk
Michael Baker, Board Member
Stacey Bastian, Board Member
Sharon Reichelt, Board Member

Administration Present: Steve Martinez, Ed. D., Superintendent; Gina Carreon, J. D., Human Resources Official; Ryan DiGiulio, Chief Business Official; Maci Bernard, Associate Superintendent, School Leadership.

A. 6:00 P.M. CALL TO ORDER by the President

President Christine Jefferson called the Regular and Virtual School Board meeting to order at 6:00 p.m.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Trustee Sascha Vogt announced the Closed Session items as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

6. Student Expulsion Cases #A7-26, #A8-26, #A9-26, #A10-26; Student Expulsion Extension Case #A30-25; Student Expulsion Readmissions Case #A28-24.(Education Code Sections 35146 & 48918)

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

President Jefferson provided an opportunity for speakers under this agenda item prior to the Closed Session.

Virginia Lee, parent, addressed the Board under agenda item B.3 and expressed concerns regarding her son.

D. CLOSED SESSION

President Jefferson recessed the Open Session at 6:03 p.m., at which time the Board convened in Closed Session.

E. 7:00 P.M. RECONVENE

President Jefferson reconvened the Open Session at 7:08 p.m.

1. Introduction of Interpreters

The following interpreter introduced themselves: Jenny Jimenez.

2. Report Action Taken During Closed Session

Trustee Vogt announced that no reportable actions were taken during the Closed Session.

3. Board Action by Separate Vote – Student Expulsion Cases #A7-26, #A8-26, #A9-26, #A10-26; Student Expulsion Extension Case #A30-25; Student Expulsion Readmissions Case #A28-24.

A motion was made to approve Student Expulsion Case #A7-26

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

A motion was made to approve Student Expulsion Case #A8-26

Motion made by: Michael Baker
Seconded by: Rebecca Sandoval
Christine Jefferson: Yes
Rebecca Sandoval: Yes
Sascha Vogt: No
Michael Baker: Yes
Stacey Bastian: Yes
Sharon Reichelt: Yes

Motion passed by majority vote: 5 - Yes, 1 - No, 0 - Abstain, 1 - Absent

A motion was made to approve Student Expulsion Case #A9-26

Motion made by: Michael Baker
Seconded by: Rebecca Sandoval

Christine Jefferson: Yes
Rebecca Sandoval: Yes
Sascha Vogt: Yes
Michael Baker: Yes
Stacey Bastian: Yes
Sharon Reichelt: Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

A motion was made to approve Student Expulsion Case #A10-26

Motion made by: Rebecca Sandoval
Seconded by: Michael Baker
Christine Jefferson: Yes
Rebecca Sandoval: Yes
Sascha Vogt: No
Michael Baker: Yes
Stacey Bastian: Yes
Sharon Reichelt: Yes

Motion passed by majority vote: 5 - Yes, 1 - No, 0 - Abstain, 1 - Absent

A motion was made to approve Student Expulsion Extension Case #A30-25

Motion made by: Michael Baker
Seconded by: Rebecca Sandoval
Christine Jefferson: Yes
Rebecca Sandoval: Yes
Sascha Vogt: Yes
Michael Baker: Yes
Stacey Bastian: Yes
Sharon Reichelt: Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

A motion was made to approve Student Expulsion Readmission Case #A28-24

Motion made by: Michael Baker
Seconded by: Rebecca Sandoval
Christine Jefferson: Yes
Rebecca Sandoval: Yes
Sascha Vogt: Yes
Michael Baker: Yes
Stacey Bastian: Yes
Sharon Reichelt: Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

4. Pledge of Allegiance Led by Trustee Rebecca Sandoval

Trustee Sandoval led the Pledge of Allegiance.

5. PRESENT and APPROVE 2025-2026 Student Board Members and Administer Oath of Office

A motion was made to approve the 2025-2026 Student Board Members and Administer the Oath of Office

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6- Yes, 0- No, 0- Abstain, 1 - Absent

President Jefferson administered the Oath of Office to serve one term, effective November 4, 2025, through June 2026, to the following students:

- Issabell Viotti - Creative Connections Arts Academy 7-12
- Amauri Steele - Foothill High School
- Lynn Reed - Grant High School
- Nevaeh Wixson - Highlands High School
- Kennedy Edmon - Rio Linda High School

President Jefferson congratulated and welcomed the Student Board members.

Two students will be seated at the Dias at every regular Board meeting on a rotating basis.

F. REPORTS

1. Student Board Members

Lynn Reed, Student Board Member, Grant High School, reported on the first quarter of the 2025–26 school year. Lynn also shared that he will be the first student at Grant to earn two associate degrees when he graduates in the spring. He highlighted strong school spirit, student engagement, and support for clubs and extracurricular activities. Athletics achievements included the girls' flag football team's first playoff appearance and the football team's advancement in the playoffs. Lynn also announced the launch of the "Pacer Closet," providing students with essential items. He emphasized the ASB's commitment to fostering a supportive, inclusive, and proud school community.

Amauri Steele, Student Board Member, Foothill High School, highlighted his dual role as a student athlete and CTE sports medicine participant, noting he will graduate with an

associate's degree. Amauri shared that KCRA 3 visited Foothill High on the first day of school, and the senior sunrise. He reported on fall activities, including Club Rush, Rio Linda Rivalry Spirit Week, and a board game-themed homecoming with a parade, football game, and dance, emphasizing strong student engagement and school spirit.

Kennedy Edmon, Student Board Member, Rio Linda High School, highlighted events including freshman orientation, multiple Spirit Weeks, the Elkhorn Classic victory, and Homecoming celebrations. FFA hosted several community events, such as the Splash Bash, Fiesta at the Farm, and the upcoming Tri-Tip Dinner. The school also held College Night to support seniors with financial aid applications and will host its annual blood drive in November. Many fall sports teams made it to the playoffs, and one girls' golf player advanced to the Masters.

Nevaeh Wixson, Student Board Member, Highlands High School, highlighted a strong start to the year, hosting events such as Red Ribbon Week, Homecoming, and themed football games. The school organized clothing drives and cultural awareness campaigns and saw great participation in the Halloween Carnival. Current efforts highlight men's mental health and Native American heritage, with upcoming activities including a Movember contest and a pep rally celebrating the football team's postseason. Nevaeh also noted that 98% of students are now registered on Minga.

Issabell Viotti, Student Board Member, Creative Connections Arts Academy, shared that CCAA's leadership team has had an active start to the year, supporting students through events like the Halloween Carnival, the school's first homecoming, and a successful fall play. Community drives for canned food and diapers have provided support for families in need, and the upcoming Craft Fair will raise funds for class activities and school programs.

2. Board President

3. Superintendent

G. RECOGNITION

1. PRESENT AND ADOPT Resolution No. 1564 in Recognition of National Native American Heritage Month - November 2025

A motion was made to adopt Resolution No. 1564 in Recognition of National Native American Heritage Month - November 2025.

Motion made by: Michael Baker
Motion seconded by: Sascha Vogt
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 -No, 0 - Abstain, 1 - Absent

Trustee Sandoval read Resolution No. 1564 in Recognition of National Native American Heritage Month - November 2025.

2. PRESENT AND ADOPT Resolution No. 1565 in Recognition of National School Psychology Week - November 3 -7, 2025

A motion was made to adopt Resolution No. 1565 in Recognition of National School Psychology Week - November 3-7, 2025.

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6- Yes, 0 - No, 0 - Abstain, 1 - Absent.

Trustee Vogt read Resolution No. 1565 in Recognition of National School Psychology Week - November 3-7, 2025.

H. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

A motion was made to approve the Personnel Recommendations

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

I. CONSENT AGENDA

A motion was made to approve the Consent Agenda

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:

Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

1. APPROVE October 21, 2025, Regular and Virtual School Board Meeting Minutes

2. APPROVE Routine Administrative Contracts $35,000 and Above

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Construction Contracts $35,000 and Above

5. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

6. APPROVE Auction/Disposal/Donation of Surplus Personal Property

7. RATIFY Purchase Order Board Report for October 2025

8. ADOPT Resolution No. 1566 Authorizing the Purchase of Technology Supplies, Equipment, and Services from Apple Inc. via OMNIA Agreement No. R241701

9. ADOPT Resolution No. 1567 Authorizing the Purchase of Gas Buses from A-Z Bus Sales, Inc. via Clovis Unified School District Agreement No. 2963

10. ADOPT Resolution No. 1568 Authorizing the Lease Leaseback Construction Services Delivery Method for the Pioneer TK-8 Portable Addition Project and Approving the Issuance of Request for Statements of Qualifications and Sealed Fee Proposals No. 26-011

11. APPROVE Appointment of the Citizens' Bond Oversight Committee

12. ADOPT Resolution No. 1574 Authorizing Submission of a Grant Application for the Career Technical Education Facilities Program for a Performance Training Center at Grant Union High School

13. REVISE Contract Awards for Certified Wellness Coach Services

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

Brittoni Ward, TRUE President, expressed concern regarding negotiations. She urged the District to invest in staff as an investment in students and affirmed the union's commitment

to continued advocacy for improved schools and working conditions.

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

Anthony LaRue, TRUE member, shared a story and urged the district for greater support and policies that reflect teachers' work.

Julieanne Neal, TRUE member, expressed the need for fair negotiations and a contract to support students and staff.

Sarah Cavalari, TRUE Vice President, urged the Board to prioritize fair compensation for quality education for all students.

Tom Nelson, Vice President of Leadership for 3rd District PTA, expressed appreciation to last year's PTA officers at Regency Park Elementary for their integrity in managing funds appropriately. It was noted that Regency Park may not continue to have a PTA, and the 3rd District PTA will implement the will of the school's members, ensuring funds are used as intended by the original PTA members.

L. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT AND APPROVE Intent to Employ on the Basis of a Waiver

A motion was made to approve the Intent to Employ on the Basis of a Waiver

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

2. PRESENT and ADOPT Resolution No. 1571 Providing the Issuance and Sale of 2026 Refunding General Obligation Bonds in The Maximum Principal Amount of $115,000,000 in One or More Series to Refund Certain Outstanding District-Wide General Obligation Bonds and Refunding Bonds, and Approving all Related Documents and Official Actions Including Forms of Bond Purchase Agreement and Preliminary Official Statement

A motion was made to adopt Resolution No. 1571 Providing the Issuance and Sale of 2026 Refunding General Obligations Bonds in the Maximum Principal Amount of $115,000,000 in the one or More Series to Refund Certain Outstanding District-wide General Obligation Bonds and Refunding Bonds, and approving all Related Documents and Official Actions, Including Forms of Bond purchase agreement and Preliminary Official Statement

Motion made by: Rebecca Sandoval

Motion seconded by: Michael Baker
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

3. PRESENT and ADOPT Resolution No. 1572 Resolution Providing for the Issuance and Sale of 2026 Refunding General Obligation Bonds (Elementary Area) in the Maximum Principal Amount of $25,000,000 in One or More Series to Refund Certain Outstanding General Obligation Refunding Bonds of the Elementary Area, and Approving All Related Documents and Official Actions Including Forms of Bond Purchase Agreement and Preliminary Official Statement

A motion was made to adopt Resolution No, 1572 Resolution Providing for the Issuance and Sale of 2006 Refunding Obligation Bonds (Elementary Area) in the Maximum Principal Amount of $25,000,000 in One or More Series to Refund Certain Outstanding General Obligation Refunding Bonds of the Elementary Area, and Approving all Related Documents and Official Actions Including Forms of Bond Purchase Agreement and Preliminary Official Statement

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

4. PRESENT AND APPROVE Issuance of a Notice of Intent to Revoke the Charter of California Innovative Career Academy Charter School of the Highlands Community Charter and Technical Schools

A motion was made to approve Issuance of a Notice of Intent to Revoke the Charter of California Innovative Career Academy Charter School of the Highlands Community Charter and Technical Schools.

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes

Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

Board President Jefferson emphasized the importance of acting based on duty and compliance rather than emotion when trust or governance is in question. She acknowledged the efforts of Highlands and Twin Rivers staff to address issues and commended their ongoing work. She reaffirmed that the Board's responsibility is to ensure all schools under the Twin Rivers umbrella, whether district or charter, operate as responsible stewards of public resources and remain committed to equitable, lawful, and high-quality education. However, she noted that violations still exist.

Trustee Baker commented that Highlands Community Charter had been issued several violations and remains out of compliance. The school will be given additional time to correct these violations or provide demonstrative evidence of progress toward compliance. He noted that the process allows multiple opportunities for Highlands to address the issues through detailed plans and documented steps toward resolution.

Trustee Vogt sought clarification on Highlands Community Charter operations at sites and the use of WIOA funds. She emphasized the importance of maintaining a structured oversight process for Highlands, and stated her priorities are clear, to make sure every school is in compliance with the law, and using public dollars responsibly.

Jonathan Raymond, Executive Director of Highlands Community Charters and Technical Schools, acknowledged past leadership mistakes but emphasized ongoing improvements at Highlands. He urged the Board to consider what is in the best interest of students.

Kim Gibson, Highlands alumnus, shared her personal story of how she earned her diploma at Highlands. She urged the Board to allow Highlands to continue operating, and emphasized the importance of adult learners seeking a second chance.

Jazmine Aduawa, representing the Sacramento Asian Pacific Chamber of Commerce, urged the District to allow Highlands to continue operating with clear milestones and regular progress overviews, so their transformation can be fully realized.

Metwali Amir, Professor Emeritus at California State University, Sacramento, asked the Board to give Highlands a chance to continue its progress.

Valerii Romanenko, a Seta student, shared his experience after immigrating to the U.S. one year ago. He stated the school offers adult learners opportunities to earn diplomas, pursue college, and support their families. He urged support for the school as it transforms lives and strengthens the community.

Sky Fuller, teacher, described how engaged parents help improve student achievement and community connection. She urged the Board to continue supporting these educational

partnerships that foster lifelong learning and success.

Ahmad Sharifi, a student, urged continued support for Highlands and its positive impact on students and the community.

Jonathan Leggett, teacher, asked the District to support Highlands and keep the promise of self-improvement, the promise of opportunity, and the promise of a second chance alive in the community.

Bill Knowlton, Executive Director of the Mack Road Partnership and Reimagine Mack Road Foundation, partner with Highlands Charter, requested the District make the right decision, and judge fairly.

5. PRESENT AND APPROVE Issuance of a Notice of Intent to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools

A motion was made to approve Issuance of a Notice of Intent to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools.

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

Trustee Vogt clarified overlapping violations between CICA and Highlands Community Charter, noting minor differences and that the school is appealing some findings to JLAC.

Trustee Baker commented on the amount of time and resources that have been taken away from Twin Rivers students to focus on the charter school.

Trustee Bastian clarified what the Board was voting on the process of the timelines.

David Lueck, co-CEO, Charter Impact, emphasized Highlands' vital role in providing adult education, workforce skills, and family support in Sacramento, urged the Board to recognize the school's progress and allow it to continue its work.

The Right Reverend Megan Traquair, Episcopal Bishop for the Diocese of Northern California, expressed support for Highlands School, and urged the board to balance accountability with the time needed for the school to continue its growth and fulfill its mission.

Melaninishia Flowers, a parent and student, shared her personal testimony about the impact of Highlands School, urging the Board to consider the profound impact their decisions have on families like hers.

Naimatullah Sultani, site manager for Lao Family, urged the Board to give Highlands a second chance, and work together to keep essential educational opportunities accessible.

Dr. Teresa Cummings, Chief Operating Officer for Highlands, expressed concerns with the current timeline and requested that the Board either delay the vote or move up consideration of the material revisions to allow Highlands to demonstrate compliance and continue serving students and families.

Dean Bodholdt, teacher, highlighted that Highlands is more than a school. It is a community where adult learners rebuild their futures through equity, care, and opportunity.

Patrick Kennedy, Sacramento County Supervisor in District 2, emphasized Highlands Charter School's vital role in serving refugees, English learners, and jobseekers through community partnerships and workforce programs. He acknowledged past issues but urged the Board to consider recent improvements and give the school more time to continue supporting vulnerable students and families.

Jennifer Lopez, community member, urged the Board to adjust the timeline to allow proper review and correction, emphasizing that oversight can continue without immediate closure.

Vlad Kirgiz, community member, acknowledged past financial and organizational issues with Highlands, but urged patience and continued support to allow time for necessary improvements.

Sharon Rocco, community member, requested the Board adjust timelines for Highlands' compliance efforts, noting the school has taken all possible actions to resolve issues, including those at the Marysville and San Diego sites, and will continue providing progress updates.

Oscar Aguilar, a student, urged the District to keep the doors of Highlands open for more students to come.

Eid Mohammad Noori, a student, urged the District not to close Highlands Charter School.

Chepelle Cummings, a student, expressed gratitude and thanked the program at Highlands for giving her a second chance and helping her rebuild confidence and hope for the future.

6. FIRST READING - Revised Board Policies

President Jefferson announced the first reading of revised Board policies and instructed Trustees to review the policies and contact Ms. Flores with any questions or edits. The policies will return to the next meeting for approval.

7. ADOPT Resolution No. 1573 To Pay Absent Board Member Rebecca Sandoval

A motion was made to adopt Resolution No. 1573 to pay absent Board member Rebecca Sandoval

Motion made by: Michael Baker
Motion seconded by: Sascha Vogt
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 No, 0 - Abstain, 1 - Absent

M. BOARD/SUPERINTENDENT COMMUNICATION

N. BOARD COMMENTS

Trustee Baker shared that it's been a difficult week for the Twin Rivers community following the loss of three respected individuals. Grounds Supervisor Paul Torgerson, passed away earlier in the week, followed by the passing of dedicated District parent and community advocate Robin Broussard, who was actively involved in efforts to keep Sierra View open. Most recently, the District learned of the passing of Amy Findlay, Vice President of the Foothill Farms Neighborhood Association, paraeducator at Foothill Oaks Elementary, and long-time community member and leader. He requested that the meeting close in memory of Paul Torgerson, Robin Broussard, and Amy Findlay.

Trustee Reichelt reported she attended several school and district events, including an after-school talent show at Foothill Oaks where students enthusiastically showcased their talents, primarily through dance, for their peers and families. She also attended the Harvest Festival at Woodridge, which saw strong family participation and community engagement. Additionally, she visited the Career Technical Education Fair, noting the enthusiasm of high school students presenting programs to future freshmen and the excitement of eighth graders exploring opportunities available in high school.

Trustee Bastian expressed heartfelt condolences to the families of Amy Findlay, Robin Broussard, and Paul Torgerson, recognizing their dedication and lasting impact on the Twin Rivers community. She also shared personal gratitude to colleagues, staff, and community members for their support following an accident involving her son, thanking everyone for their prayers, visits, and compassion during this difficult time. She shared that she attended several District trunk-or-treat and harvest festival events, commending staff and administrators for creating joyful experiences for students. Additionally, she expressed community concerns about hexavalent chromium in the water within the Walerga–Elverta area and thanked District staff for collaborating with the local water district to find solutions. She concluded with a message of gratitude and a reminder to appreciate one another and every moment shared.

Trustee Vogt expressed condolences for the recent losses within the District and thanked staff for supporting colleagues and families during this difficult time. Appreciation was given to employees who work behind the scenes to keep school operations running smoothly and to those who provide ongoing care and resources to families in need. She commended Nutrition Services and leadership for ensuring families continue to receive support during school breaks.

Trustee Sandoval acknowledged the District's response to the recent SNAP benefits cut by providing food support to affected families, noting community appreciation for these efforts. She also emphasized the ongoing collaboration to address District issues and highlighted a recent partnership with the Aztec dance community to support Dia de los Muertos ceremonies at Rio Linda High School. These efforts not only involve students in creating floral arrangements but also teach respect and cultural traditions, ensuring the continuation of important community practices.

President Christine Jefferson reflected on a busy October, attending numerous Trunk or Treat events and harvest festivals across the District, including Kohler, Babcock, Castori, and Village, where large numbers of families, including those from low-income backgrounds, participated. She shared that the "Mystery Machine," affectionately called the Happiness Van, brought joy to attendees and documented some moments on her social media. She confirmed that the Board meeting closed in memory of Robin Broussard, Amy Findlay, and Paul Torgerson.

O. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

P. CLOSED SESSION

Q. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

2. Announcement of Next Meeting

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Tuesday, December 9, 2025, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 6:30 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

R. ADJOURN

There being no further business before the Board, President Jefferson adjourned the meeting at 9:49 p.m. in memory of Amy Findley, Paul Torgerson, and Robin Broussard, valued members of the Twin Rivers Unified School District community.

S. November 4, 2025, MULTILINGUAL AGENDA

NOTE: The agenda for the November 4, 2025 Regular and Virtual School Board meeting was posted and provided in English and Spanish.

Clerk of the Board

Special and Virtual School Board Meeting
12/02/2025 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

Virtual/Livestream Participation:

Our school board meetings will be livestreamed on the Twin Rivers YouTube channel the day of the board meeting. The video will be launched live five minutes prior to the meeting. The public will be able to provide live comments in a virtual format. Please see Instructions for Leaving Public Comment for directions to pre-register to make a live stream comment. Comments must be submitted by 4:30 P.M. Your comments will be considered at the appropriate time on the agenda.

In-Person Participation:

Members of the public may attend in-person and provide public comment on agenda items listed on the Special Board Meeting agenda by submitting a green public comment card by 5:30 P.M. for Closed Session and by 6:00 P.M. for Open Session items.

Please Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 566-1745 at least 24 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

The board meeting agenda and supporting documents are available for review on the Twin Rivers Unified School District GAMUT Meetings website. An audio recording of board meetings may be made. Noted on the agenda are approximate times. The Board may adjust the time or sequence of agenda items during the meeting. Regular board meetings shall be adjourned by 10:30 P.M. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date (Board Bylaw 9323). Presentations will not be accepted from members of the public at board meetings without prior approval by the Superintendent or Board of Trustees.

Interpreter Services are available in Spanish at Board meetings upon request.

Attendance

Voting Members
Christine Jefferson, Board President
Rebecca Sandoval, Board Vice President
Sascha Vogt, Clerk
Michael Baker, Board Member
Stacey Bastian, Board Member
Basim Elkarra, Board Member
Sharon Reichelt, Board Member

Administration Present: Steve Martinez, Ed. D., Superintendent; Gina Carreon, J. D., Human Resources

Official; Ryan DiGiulio, Chief Business Official; Maci Bernard, Associate Superintendent, School Leadership.

A. 5:30 P.M. CALL TO ORDER by the President

Board President, Christine Jefferson called the Special and Virtual School Board Meeting to order at 5:31 p.m.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Trustee Basim Elkarra announced the Closed Session Items listed on the agenda as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

President Jefferson provided an opportunity for speakers to address the Board under this agenda item prior to the Closed Session. Trustee Elkarra announced that no speakers were present to address the Board.

D. CLOSED SESSION

President Jefferson recessed the Open Session at 5:31 p.m., at which time the Board convened in Closed Session.

E. 6:00 P.M. RECONVENE

President Jefferson reconvened the Open Session at 6:07 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Laura Orozco, Spanish Interpreter.

2. Report Action Taken During Closed Session

Trustee Sascha Vogt announced that no reportable action items were taken during the Closed Session.

3. Pledge of Allegiance Led by Trustee Sharon Reichelt

Trustee Reichelt led the Pledge of Allegiance.

F. CONSENT AGENDA

1. ADOPT Resolution No. 1584 Declaring the Need for and Authorizing Emergency Repairs to the Grant Union High School (Main Campus) Sewer Pipe

A motion was made to adopt Resolution No. 1584 Declaring the Need for and Authorizing Emergency Repairs to the Grant Union High School (Main Campus) Sewer Pipe

Motion made by: Michael Baker
Motion seconded by: Basim Elkarra
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Vote Not Recorded
Michael Baker - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

G. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING for the Material Revision of the Highlands Community Charter School's Charter of Highlands Community Charter and Technical Schools

Ryan DiGiulio explained the process for the material revision requests and noted that the Board would not take action at this meeting. He reported that Highlands submitted a material revision request on October 10th to address charter violations for serving unauthorized grade levels and operating at unauthorized locations. HCCS proposed to serve grades 9 through 12 and reduce operations to 14 sites. Representatives from HCCS presented on the proposed changes. Board action is anticipated for the January 13, 2026 regular board meeting.

President Jefferson called the Public Hearing at 6:00 p.m.

Jonathan Raymond, Executive Director, presented a material revision request for Highlands Community Charter Schools (HCCS), seeking approval to operate at 17 locations throughout Sacramento County, consisting of 14 student-serving sites and 3 administrative support locations. He requested approval to remove grades 1 and 2 and add grades 9, 10, and 11 to better meet student needs as requested by TRUSD, restructuring the current credit-based system (grades 9, 10, and 12) into four distinct grade levels with grade 11 serving students

with 101-149 credits. Mr. Jonathan explained that implementation would include creating grade 11 in PowerSchool, modifying the master schedule, contracting with Charter Impact for transition support, and implementing CAASPP testing for grade 11 students, while if the revision is not approved, HCCS would implement alternative actions by Spring 2026 including moving current grades 9 and 10 students to grade 12 and creating grades 1 and 2. He highlighted new program offerings including Digital Literacy, Personal Finance, Real Estate, Microsoft Certifications, Culinary, Medical Services, and Early Childhood Education, and reported that HCCS has updated credential qualifications to implement single-subject credentials rather than adult credentials and has implemented curriculum and assessment improvements as recommended by TRUSD, including CAST and CAASPP testing, SAVVAS curriculum aligned to Common Core State Standards, Professional Learning Communities, and 15 days of professional development for academic staff throughout the school year.

Trustee Vogt announced that one public comment.

Laura Kerr, representing the Charter School Development Center, spoke in support of Highlands Community Charter Schools, providing support of Executive Director Jonathan Raymond and his team based on her previous collaborative work with them at Sacramento City Unified. Ms. Kerr urged the Board to approve the material revision and deny the revocation.

President Jefferson closed the Public Hearing at 7:27 p.m.

2. PUBLIC HEARING for the Material Revision of the California Innovative Career Academy's Charter of Highlands Community Charter and Technical Schools

President Jefferson called the Public Hearing at 7:29 p.m.

Melissa Robertson, Director of Accountability and Assessment presented a material revision request for California Innovative Career Academy (CICA), seeking approval to operate at 17 locations throughout Sacramento County consisting of 14 student-serving sites and 3 administrative support locations. Ms. Robertson requested approval to add grade 11 to the current structure of grades 9, 10, and 12, creating four distinct grade levels based on credit accumulation (grade 9: 0-50 credits, grade 10: 51-100 credits, grade 11: 101-149 credits, grade 12: 150-180 credits), with implementation including creating grade 11 in PowerSchool, modifying the master schedule, contracting with Charter Impact for transition support, and implementing CAASPP testing for grade 11 students. She stated that if the material revision is not approved, CICA will conform to the existing charter and MOU sites by Spring 2026 and continue offering grades 9, 10, and 12. Ms. Robertson highlighted new program offerings including Digital Literacy and Multimedia, Medical Services, Microsoft Office Specialist Certification, Personal Finance, Real Estate, Culinary Arts, and Early Childhood Education, and reported that CICA has updated credential qualifications to utilize K-12 credentials rather than adult credentials and has implemented CAST and CAASPP testing, SAVA's curriculum aligned to Common Core State Standards, Professional Learning Communities, and 15 days of professional development for academic staff.

There were no public comments.

President Jefferson closed the Public Hearing at 7:39 p.m.

3. PUBLIC HEARING - Revocation of the Highlands Community Charter School Charter Operated by Highlands Community Charter and Technical Schools

President Jefferson called the Public Hearing at 7:41 p.m.

Melissa Robertson, Director of Accountability and Assessment, presented the school's response to the Notice of Intent to Revoke the charter for Highlands Community Charter School (HCCS), expressing appreciation for District staff's collaboration and outlining significant reforms already implemented including changing the board, administrative team, over 100 policies and procedures, auditor, legal counsel, bringing in a charter school business firm for validation, replacing teachers with adult education credentials, and consolidating operations in Sacramento County. Ms. Robertson addressed each violation, reporting that HCCTS Board approved a material revision on September 18, 2025, to modify grade levels and consolidate sites (submitted to TRUSD September 26, 2025), with lease agreements provided November 20, 2025; submitted drafts of the 2023-24 Eide Bailly audit on May 12 and October 10, 2025, with full correspondence provided October 26 and 31, 2025, and outlined settlement options to resolve state audit concerns; implemented a five-period bell schedule effective August 14, 2025, providing 65,889 instructional minutes exceeding the 64,800 minimum requirement by 1,089 minutes, with reduced class sizes capped at 30 students; corrected credential assignments and partnered with University of Massachusetts to ensure proper teacher credentials; discontinued truck driving program partnerships on January 14, 2025, with all related employees laid off June 30, 2025, and program not reopened for 2025-26 school year; terminated the Marysville lease on November 30, 2024, with final buyout of $31,579.80 completed January 21, 2025, resulting in $88,316 savings; and terminated the San Diego lease with final documentation provided to TRUSD November 18, 2025.

There were no public comments.

President Jefferson closed the Public Hearing at 8:00 p.m.

4. PUBLIC HEARING - Revocation of the California Innovative Career Academy Charter Operated by Highlands Community Charter and Technical Schools

President Jeffeson called the Public Hearing at 8:02 p.m.

Teresa Cummins, Deputy Director, presented the school's response to the Notice of Intent to Revoke the charter for California Innovative Career Academy (CICA), addressing each violation. Ms. Cummins reported that CICA is currently serving students in grades 9, 10, and 12, and is proposing to add grade 11 as reflected in the material revision submitted to TRUSD on September 26, 2025, which would restructure the credit-based system into four distinct grade levels, and if not approved, CICA will continue offering grades 9, 10, and 12. She stated that CICA prepared a material revision on September 18, 2025, listing all student

sites reflecting operations only in Sacramento County at fewer sites due to declining enrollment, submitted to TRUSD September 26, 2025, and if not approved, CICA will operate at locations outlined in MOU Amendment No. 3 executed January 23, 2024. Ms. Cummins reported that CICA provided drafts of the 2023-24 audit on May 12 and October 10, 2025, with full correspondence provided October 31, 2025; created an assigned work record form and process for independent study where credentialed teachers verify student work and assign time values, with evidence including SAVVAS pacing guides, training materials, and Master Agreement trainings in multiple languages submitted September 26, 2025; resolved credential assignments with verification built into staffing work; discontinued truck driving program partnerships on January 14, 2025, with all related employees laid off June 30, 2025, and program not reopened for 2025-26 school year; and terminated the San Diego lease with final documentation provided to TRUSD November 18, 2025.

There were no public comments.

President Jefferson closed the Public Hearing at 8:17 p.m.

H. ANNOUNCEMENT OF NEXT MEETING

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Tuesday, December 9, 2025, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 7:00 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

I. ADJOURN

There being no other business of the Board, President Jefferson adjourned the meeting at 8:17 p.m.

J. December 2, 2025, MULTILINGUAL AGENDA

NOTE: The agenda for the December 2, 2025, Special and Virtual School Board meeting was posted and provided in English and Spanish.

Clerk of the Board

Special and Virtual School Board Meeting
12/02/2025 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

AGENDA

Virtual/Livestream Participation:

Our school board meetings will be livestreamed on the Twin Rivers YouTube channel the day of the board meeting. The video will be launched live five minutes prior to the meeting. The public will be able to provide live comments in a virtual format. Please see Instructions for Leaving Public Comment for directions to pre-register to make a live stream comment. Comments must be submitted by 4:30 P.M. Your comments will be considered at the appropriate time on the agenda.

In-Person Participation:

Members of the public may attend in-person and provide public comment on agenda items listed on the Special Board Meeting agenda by submitting a green public comment card by 5:30 P.M. for Closed Session and by 6:00 P.M. for Open Session items.

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Interpreter Services are available in Spanish at Board meetings upon request.

A. 5:30 P.M. CALL TO ORDER by the President

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

D. CLOSED SESSION

E. 6:00 P.M. RECONVENE

1. Introduction of Interpreters

2. Report Action Taken During Closed Session

3. Pledge of Allegiance Led by Trustee Sharon Reichelt

F. CONSENT AGENDA

1. ADOPT Resolution No. 1584 Declaring the Need for and Authorizing Emergency Repairs to the Grant Union High School (Main Campus) Sewer Pipe

G. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING for the Material Revision of the Highlands Community Charter School's Charter of Highlands Community Charter and Technical Schools

2. PUBLIC HEARING for the Material Revision of the California Innovative Career Academy's Charter of Highlands Community Charter and Technical Schools

3. PUBLIC HEARING - Revocation of the Highlands Community Charter School Charter Operated by Highlands Community Charter and Technical Schools

4. PUBLIC HEARING - Revocation of the California Innovative Career Academy Charter Operated by Highlands Community Charter and Technical Schools

H. ANNOUNCEMENT OF NEXT MEETING

I. ADJOURN

J. December 2, 2025, MULTILINGUAL AGENDA

Special and Virtual School Board Meeting
01/27/2026 - 05:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

AGENDA

SCAN ME

Scan the above QR code with your phone to view this meeting agenda on your phone.

Virtual/Livestream Participation:

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Translations of board meetings or interpretations at board meetings will be provided by qualified interpreters and are available upon request. To request these translation/interpretation services, please contact the English Learner Services Department at (916) 566-1600, ext. 33419.

A. 5:00 P.M. CALL TO ORDER by the President

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

D. CLOSED SESSION

E. 7:00 P.M. RECONVENE

1. Introduction of Interpreters

2. Report Action Taken During Closed Session

3. Pledge of Allegiance Led by Trustee Rebecca Sandoval

F. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON ITEMS LISTED ON THE SPECIAL AND VIRTUAL SCHOOL BOARD MEETING AGENDA

G. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

H. CONSENT AGENDA

1. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

2. APPROVE REVISED 2025 - 2026 Twin Rivers Unified School District Board Meeting Schedule

I. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of California Innovative Career Academy of Highlands Community Charter and Technical Schools.

2. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools.

J. ANNOUNCEMENT OF NEXT MEETING

K. ADJOURN

L. January 27, 2026, MULTILINGUAL AGENDA

Special and Virtual School Board Meeting
01/27/2026 - 05:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

SCAN ME

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Virtual/Livestream Participation:

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In-Person Participation:

Members of the public may attend in-person and provide public comment on agenda items listed on the Special Board Meeting agenda by submitting a green public comment card by 5:00 P.M. for Closed Session and by 7:00 P.M. for Open Session items.

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Translations of board meetings or interpretations at board meetings will be provided by qualified interpreters and are available upon request. To request these translation/interpretation services, please contact the English Learner Services Department at (916) 566-1600, ext. 33419.

Attendance

Voting Members

Christine Jefferson, Board President
Rebecca Sandoval, Board Vice President
Sascha Vogt, Clerk
Michael Baker, Board Member
Stacey Bastian, Board Member
Basim Elkarra, Board Member
Sharon Reichelt, Board Member

Administration Present: Steve Martinez, Ed. D., Superintendent, Gina Carreon, J.D., Chief Business Official, Ryan DiGiulio, Chief Business Official, Marci Bernard, Associate Superintendent, School Leadership.

A. 5:00 P.M. CALL TO ORDER by the President

President Christine Jefferson called the Special and Virtual School Board meeting at 5:04 p.m.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Trustee Michael Baker announced the Closed Session items as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

President Jefferson provided an opportunity for speakers under this agenda item prior to the Closed Session.

Ninah Bhah commented under agenda item B.3 and expressed his concerns regarding discipline procedures.

D. CLOSED SESSION

President Jefferson recessed the Open Session at 5:08, at which time the Board convened in Closed Session.

E. 7:00 P.M. RECONVENE

President Jefferson reconvened the Open Session at 7:06 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Jenny Jimenez, Spanish interpreter, and Abdul Matin, Pashto interpreter.

2. Report Action Taken During Closed Session

Trustee Vogt announced that no reportable actions were taken during the Closed Session.

3. Pledge of Allegiance Led by Trustee Rebecca Sandoval

Trustee Rebecca Sandoval led the Pledge of Allegiance.

F. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON ITEMS LISTED ON THE SPECIAL AND VIRTUAL SCHOOL BOARD MEETING AGENDA

Trustee Jefferson provided an opportunity for speakers to address the Board on agenda items listed on the Special and Virtual School Board meeting agenda.

G. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

A motion was made to approve the Personnel Recommendations

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

H. CONSENT AGENDA

A motion was made to approve the Consent Agenda

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes

Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0- Absent

1. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

2. APPROVE REVISED 2025 - 2026 Twin Rivers Unified School District Board Meeting Schedule

I. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of California Innovative Career Academy of Highlands Community Charter and Technical Schools.

A motion was made to approve the Issuance of the Final Decision Declining to Revoke the Charter of California Innovative Career Academy of Highlands Community Charter and Technical Schools.

Motion made by: Basim Elkarra
Motion seconded by: Sharon Reichelt
Voting:
Christine Jefferson - No
Rebecca Sandoval - No
Sascha Vogt - No
Michael Baker - No
Stacey Bastian - No
Basim Elkarra - Yes
Sharon Reichelt - No

Motion failed by majority vote: 1 - Yes, 6 - No, 0 - Abstain, 0 - Absent

Ryan DiGiulio and William Schuetz, presented staff findings and recommendations regarding the revocation of the charter of California Innovative Career Academy (CICA), outlining the revocation process, which included the previous staff findings which determined CICA remedied one violation, but failed to refute or remedy to the District's satisfaction all of the violations identified in the Notice of Violation. The District's charter oversight responsibilities were reviewed and included a requirement to visit each site annually, monitoring compliance with required reports, monitoring the fiscal condition, and determining if any conditions for revocation exist. The grounds for revocation state that the District must find, through a showing of substantial evidence, that the charter school committed a violation of the charter or of law, failed to meet or pursue pupil outcomes, or failed to meet generally accepted accounting principles or engage in fiscal mismanagement. While staff findings presented to the Board during the November meeting determined that CICA failed to remedy or refute all violations to the District's satisfaction, this presentation provided an update based on a

review of additional information submitted by the charter after the conclusion of the remedy period, between October 1, 2025 and January 9, 2026. This review found that CICA has successfully refuted or remedied all violations; providing evidence that grade levels were approved in the original petition, submitting plans to return to authorized locations, submitting the overdue audit report with plans to change audit firms, improving credentialing practices, the implementation of attendance compliance monitoring systems, terminating external partnerships and the CTE Truck Driving program, and adopting or revising board policies to address fiscal mismanagement. District staff recommended that the Board decline to revoke the charter.

Trustee Elkarra inquired about the renewal for CICA and Highlands Community Charter school.

Ryan clarified that, their period ends at the end of June 2027, so the process will begin months before then, typically starting in the fall.

Trustee Elkarra inquired whether negotiations regarding the Settlement had already begun.

Ryan clarified that, they have had ongoing conversations with EAP, and they are awaiting the final process.

Trustee Elkarra, further inquired on the potential exposure liability to the District.

Ryan clarified that, based on the legal oversight provided, the District should not have exposure, though there could be potential liability if certain findings are made and the issue is not remedied.

Trustee Vogt inquired whether the material revisions presented on January 13th were the full extent of the information provided to the Board.

Ryan clarified that the material revisions addressed only the first two notices of violation and were proposed as a remedy, but since the Board did not approve them, they reverted to the prior charter to achieve compliance.

Trustee Vogt clarified that they were given a presentation on attendance minutes and policies to address the attendance issues identified by staff. She also inquired whether anything additional has been presented since then.

Ryan clarified that it's an ongoing obligation and that their plan has not been amended.

Sharilyn Warta, further clarified that for CICA, additional documentation and site visits demonstrated that attendance improvement plans were in place and being implemented, and based on this evidence, staff concluded that the issues had been remedied.

Jonathan Raymond, Executive Director for Highlands Charter Community and Technical Schools, acknowledged the challenges of the past two years. He expressed appreciation for the Board of Trustees, Superintendent Martinez, and staff, highlighting the positive outcome of building an open, collaborative partnership with the District. He emphasized his

commitment to running the organization with the highest standards of integrity while serving the community.

Teresa Cummings Chief Operating Officer thanked the Board, Superintendent Martinez, and Twin Rivers staff for their collaboration, professionalism, and thorough review of CICA's operations. She updated that CICA is now operating in the facilities outlined in MOU Amendment Number 3, and provided all required documentation for instructional minutes and independent study programs. She respectfully requested the Board to approve a final decision declining to revoke CICA's charter, emphasizing that past issues have been addressed sustainably. She highlighted their commitment to providing high-quality, integrity-driven education and second-chance opportunities for students.

Trustee Vogt inquired whether there is a standard for the program regarding online assignments and instructional minutes.

Eric Chapman, Chief Academic Officer, clarified that, instructional minutes are now standards-aligned, carefully vetted to meet six hours daily, and supported by teacher planning, PLCs, and professional development, ensuring program-wide consistency across all instructors.

Trustee Vogt inquired if there is a standard that assign a value consistently and what is that standard.

Eric Chapman clarified that yes, there is a standard: instructional time is aligned with curriculum and standards.

Trustee Elkarra inquired if the negotiations regarding the settlement has begun.

Eric Chapman, clarified that they did submit an offer to the Controller's Office and the Department of Finance, who have responded and requested further evidence.

Rebecca Wu shared an online comment expressing support for keeping Highlands Community Charter and Technical Schools open but that the school must demonstrate transparency and accountability before it can continue operating.

Teresa Hernandez, student from Highlands Community Charter and Technical Schools, expresses her concerns over the potential closure of the school. She emphasizes the school's positive impact on her life.

Dolly Hunt, a former student of Highlands Community Charter and Technical Schools, describes how the school transformed her life.

Arthur Sargsyan an alumnus, and former employee of Highlands Community Charter and Technical Schools, emphasizes the transformative impact the school had on his life and family, providing him with education, support, and a sense of community.

Kathy Chao Rothberg, representing Lao Family Community Development Corporation highlights Highlands Community Charter and Technical Schools as a unique and valuable

school, praising its long-term support for immigrant and refugee families in the region.

Svitlana Tafko, a community representative, praises Highlands for supporting her and her family by recognizing foreign diplomas and providing essential classes, enabling her to graduate and secure employment.

Sam Chaisiri, a four-year teacher at Highlands Community Charter and Technical Schools, encourage the Board to reconsider revoking the school's charter, emphasizing the profound impact Highlands has on students' lives.

Dr. Martinez, Superintendent clarified that a "yes" vote means the revocation would stop and Highlands would continue operating, while a "no" vote would approve revocation and end the school's charter.

Trustee Elkarra inquired on how the revocation would affect the ongoing settlement negotiations, noting that responses are expected in the coming weeks.

William Shuetz clarified that the vote tonight is limited to whether the charter adequately addressed the identified violations, and does not cover other concerns outside the Board's scope. Regardless of the outcome, the District will continue its oversight to ensure the school remains accountable and compliant.

2. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools.

A motion was made to Approve Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools

Motion made by: Sharon Reichelt
Motion seconded by: Christine Jefferson
Voting:
Christine Jefferson - No
Rebecca Sandoval - No
Sascha Vogt - No
Michael Baker - No
Stacey Bastian - No
Basim Elkarra - Yes
Sharon Reichelt - No

Motion failed by majority vote: 1 - Yes, 6 - No, 0 - Abstain, 0 - Absent

Ryan DiGiulio and William Schuetz presented an overview of District staff's final findings related to the charter revocation of Highlands Community Charter School since the initial findings in which staff had determined that HCCS failed to refute or remedy to the District's satisfaction all of the violations identified in the Notice of Violation. They included a

summary of the revocation process timeline, staff's review methodology, and compliance outcomes, an overview of the school's plans to correct violations, and corrective actions taken by the school. Based on a data-driven review of the documentation and evidence submitted after the conclusion of the remedy period, District staff determined that all violations have been remedied to the district's satisfaction and recommended that the Board decline to revoke the charter.

Trustee Vogt inquired whether Highlands Community Charter School had submitted any new information since the January 13th meeting regarding attendance tracking. She also requested clarification on the standard used to evaluate instructional minutes.

Sharilyn Warta clarified that between October and January Highlands Community Charter Schools has submitted substantial additional evidence, including updated schedules and reports, showing instructional minutes exceeding minimum requirements, with ongoing updates and compliance team monitoring of attendance and instructional minutes.

Trustee Baker inquired about the required instructional minutes for Highlands Community Charter School.

Sharilyn clarified that the minimum annual instructional minutes for Highlands Community Charter School is the same standard required of Twin Rivers Unified School District, .

Teresa Cummings, Deputy Director and Chief Operating Officer, addressed the Board and thanked the Board of Trustees, Superintendent Martinez, and District staff for the opportunity to present. She acknowledged staff's work in addressing and curing the identified violations, expressed appreciation for the District's accountability standards, and affirmed the school's commitment to maintaining a high bar for student outcomes. She concluded by respectfully requesting that the Board approve issuance of a final decision declining to revoke the charter.

Rebecca Wu expressed her desire for continued dialogue focused on supporting students and the community. She emphasized the importance of accountability, transparency, cooperation with oversight agencies, and addressing past financial and reporting issues in order to move forward effectively.

Bill Knowlton acknowledged the Board's responsibilities to the community. He stated that the evidence shows the school has taken corrective action and is moving in the right direction and expressed support for continuing the charter.

Dr. Addie Ellis, a community member, professor, and consultant, addressed the Board emphasizing the importance of Highlands Community Charter School in providing adult learners with pathways to earn a high school diploma and support their families.

Julie Wakelee, Reverend spoke on behalf of the Episcopal Diocese of Northern California, describing the importance of Highlands Community Charter School to the Arden Arcade community, particularly its integration with local schools and support services such as the River City Food Bank.

Tu Tao, CTE Workforce Coordinator at Highlands Community Charter and Technical School, addressed the Board to emphasize the school's role in providing no-cost educational and workforce training opportunities that support students' academic advancement, economic mobility, and integration into the local workforce.

President Jefferson stated that the Board of Trustees is accountable to both the organization and their constituents and expressed that the concerns in the notice of violations have not yet been remedied to her satisfaction.

Trustee Baker stated that his vote was cast in opposition and echoed the comments of the Board President Jefferson, noting that his constituency is also not satisfied.

Trustee Vogt stated that the vote was not about whether the population served by Highlands Community Charter deserves support, but about whether sufficient evidence had been presented to demonstrate that the notices of violations had been cured.

J. ANNOUNCEMENT OF NEXT MEETING

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Wednesday, February 11, 2026, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 7:00 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

K. ADJOURN

There being no further business of the Board, President Jefferson adjourned the meeting at 7:06 p.m.

L. January 27, 2026, MULTILINGUAL AGENDA

NOTE: The agenda for the January 27, 2026 Special and Virtual School Board meeting was posted and provided in English and Spanish.

Clerk of the Board

Special and Virtual School Board Meeting
01/30/2026 - 12:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

AGENDA

SCAN ME

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A. 12:00 P.M. CALL TO ORDER by the President

1. Introduction of Interpreters

2. Pledge of Allegiance Led by Trustee Sascha Vogt

B. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. ADOPT Resolution No. 1612 Approving Issuance of a Final Decision to Revoke the Charter of California Innovative Career Academy

2. ADOPT Resolution No. 1613 Approving Issuance of a Final Decision to Revoke the Charter of Highlands Community Charter School

C. ANNOUNCEMENT OF NEXT MEETING

D. ADJOURN

E. January 30, 2026, MULTILINGUAL AGENDA

Special and Virtual School Board Meeting
01/30/2026 - 12:00 PM
Twin Rivers Unified School District
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MEETING MINUTES

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Attendance

Voting Members
Christine Jefferson, Board President
Rebecca Sandoval, Board Vice President
Sascha Vogt, Clerk
Michael Baker, Board Member
Stacey Bastian, Board Member
Basim Elkarra, Board Member
Sharon Reichelt, Board Member

Administration Present: Steve Martinez, Ed. D., Superintendent; Gina Carreon, J.D., Chief Human Resources Official; Ryan DiGiulio, Chief Business Official; Marci Bernard, Associate Superintendent, School Leadership.

A. 12:00 P.M. CALL TO ORDER by the President

President Christine Jefferson called the Special and Virtual School Board meeting to order at 12:01 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Laura Orozco, Spanish interpreter.

2. Pledge of Allegiance Led by Trustee Sascha Vogt

Trustee Elkarra led the Pledge of Allegiance.

B. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. ADOPT Resolution No. 1612 Approving Issuance of a Final Decision to Revoke the Charter of California Innovative Career Academy

A motion was made to adopt Resolution No. 1612 Approving Issuance of a Final Decision to Revoke the Charter of California Innovative Career Academy.

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Ryan DiGiulio stated that at the prior meeting, the Board took action resulting in the decision to move forward with charter revocation. This resolution formally memorialize the Board's decision to revoke CICA's charter.

Teresa Cummings, Deputy Director and Chief Operating Officer for Highlands Community Charter and Technical Schools, addressed the Board regarding the proposed revocation, stating that all staff-requested documentation had been provided and that all Notice of Violation issues had been cured or refuted. She reported that WASC granted the school a six-year accreditation and that the school is nearing a "fully implemented" report from the State Auditor. She requested additional time and expressed willingness to continue collaborating with the Board and staff.

Araceli Perez addressed the Board acknowledging past audit findings, and emphasized the importance of adult education for underserved residents. She requested increased District investment in Twin Rivers Adult School, including expanded vocational programs for English learners.

Ryan DiGiulio clarified that the motion before the Board was to revoke the CICA's charter, stating that a "yes" vote would approve revocation, while a "no" vote would decline revocation.

2. ADOPT Resolution No. 1613 Approving Issuance of a Final Decision to Revoke the Charter of Highlands Community Charter School

A motion was made to adopt Resolution No. 1613 Approving Issuance of a Final Decision to Revoke the Charter of Highlands Community Charter School

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Teresa Cummings, Deputy Director and Chief Operating Officer for Highlands Community Charter and Technical Schools, informed Board President Jefferson, Superintendent Martinez, and the Board of Trustees that WASC recently granted the school a six-year accreditation, cited progress toward full implementation of State Auditor recommendations, and requested that the Board not revoke the charter while expressing appreciation and willingness to continue collaborating with staff.

C. ANNOUNCEMENT OF NEXT MEETING

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Wednesday, February 11, 2026, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 7:00 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on

the Twin Rivers YouTube channel.

D. ADJOURN

There being no further business of the Board, President Jefferson adjourned the meeting at 12:12 p.m.

E. January 30, 2026, MULTILINGUAL AGENDA

NOTE: The agenda for the January 30, 2026, Special and Virtual School Board meeting was posted and provided in English and Spanish.

Clerk of the Board

McClellan Park, California

RESOLUTION NO. 1613

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
Approving Issuance of a Final Decision to Revoke the Charter of
Highlands Community Charter School**

WHEREAS, the Twin Rivers Unified School District ("District") initially approved the petition for the establishment of Highlands Community Charter School ("HCCS") charter school on June 25, 2019, for a five-year term running through June 30, 2024, and per Education Code section 47607.4, HCCS's Charter was automatically extended by operation of law through June 30, 2027. HCCS is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS") and its Board of Directors;

WHEREAS, the District and HCCS entered into a Memorandum of Understanding ("MOU") on or about February 25, 2020, to document the arrangement and agreement between the parties regarding HCCS's program, operation, structure, and obligations. Subsequent amendments to the MOU extended its term through June 30, 2027, and made clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight;

WHEREAS, as the charter authorizer of HCCS, the District is responsible for overseeing HCCS under Education Code 47604.32. This oversight responsibility includes monitoring whether HCCS is operating in compliance with the conditions, standards, or procedures set forth in its Charter and MOU, meeting or pursuing the pupil outcomes identified in its Charter, failing to meet generally accepted accounting principles, or engaging in fiscal mismanagement, and complying with the law (Education Code section 47607(f));

WHEREAS, as a result of HCCS's failure to remedy several areas of concern despite its receipt of multiple information requests and notices of concern from the District, and/or its failure to implement viable remedial plans to address these concerns, and since the District concluded that grounds for revocation existed, including material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process with the issuance of a Notice of Violation per Education Code section 47607 and Title 5, Cal. Code of Regulations, section 11968.5.2 ("Section 11968.5.2");

WHEREAS, on June 17, 2025, the Board unanimously approved issuance of a Notice of Violation ("NOV") to HCCS pursuant to Education Code section 47607 based on findings that HCCS materially violated the conditions, standards, and procedures of its Charter, failed to meet generally accepted accounting principles or engaged in fiscal mismanagement, and violated the law;

WHEREAS, the NOV also provided HCCS with a reasonable opportunity to respond to and/or remedy the violations by September 26, 2025, and placed HCCS on notice that if the violations were not addressed, the District may pursue further steps towards revocation of the Charter;

WHEREAS, at the conclusion of the remedy period, on September 26, 2025, HCCS provided its response to the NOV, however, the supporting evidence was not provided to the District until September 29, 2025;

WHEREAS, District staff evaluated the response from HCCS and all documentation produced with the response, and after conducting a thorough, objective, and data-driven review, District Staff determined that HCCS A failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and that significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, fiscal mismanagement, and violations of law;

WHEREAS, based upon the substantial evidence demonstrating HCCS's failure to refute and/or remedy multiple violations identified in the NOV, District staff recommended that the Board approve issuance of the a Notice of Intent to Revoke and notice of facts in support of revocation ("Notice of Intent to Revoke") to HCCS pursuant to Education Code section 47607 and Section 11968.5.2, and the Board approved issuance of a Notice of Intent to Revoke at its meeting on November 4, 2025, supported by substantial evidence presented therewith, and further scheduled a public hearing on the issue of whether substantial evidence existed to revoke the Charter;

WHEREAS, on December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607, and took testimony from HCCS representatives and the public on the issue of whether substantial evidence existed to revoke HCCS's Charter based on the facts and conclusions in the Notice of Intent to Revoke;

WHEREAS, during a special Board meeting on January 27, 2026, District Staff presented their analysis of the measures taken by HCCTS to refute and/or remedy the violations identified in the Notice of Revocation. While the Board thoughtfully considered Staff's analysis and recommendation regarding revocation, it ultimately did not accept Staff's recommendation and no action was effectively taken regarding HCCS's revocation; and

WHEREAS, the Board has convened on January 30, 2026, to consider whether to approve the issuance of a Final Decision to Revoke the Charter of HCCS.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.

2. In support of its Final Decision to Revoke HCCS's Charter, the Board adopts the facts and findings contained in the Notice of Intent to Revoke and its exhibits, as initially set forth in the NOV, and as stated herein, as its written factual findings, supported by substantial evidence

specific to HCCS, and incorporates such findings into this Resolution as though set forth fully herein; and in support of its decision to issue a Final Decision to Revoke HCCS's Charter, the Board further finds that:

(A) Substantial evidence demonstrates that the violations initially identified in the NOV, and demonstrated in the Notice of Intent to Revoke and exhibits thereto, and as further stated herein, have in fact occurred;

(B) HCCS failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV;

(C) The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by HCCS, and attempts at further corrective actions taken by HCCS, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.

3. The Board hereby approves issuance of a Final Decision to Revoke the Charter of Highlands Community Charter School revoking HCCS's Charter effectively immediately. The Superintendent or designee is hereby authorized and directed to notify the Sacramento County Board of Education and California Department of Education regarding the revocation approval and to take any such other actions needed to effectuate the purpose of this Resolution.

PASSED and ADOPTED by the Board of Trustees of the Twin Rivers Unified School District on the 30th day of January 2026 by the following vote.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Christine Jefferson, President
Twin Rivers Board of Trustees

Sascha Vogt, Clerk
Twin Rivers Board of Trustees

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Sacramento County Board of Education
C/O Teresa (Tracy) Stinson, General Counsel
Sacramento County Office of Education
10474 Mather Blvd,
Mather, CA 95655
tstinson@scoe.net

Re: Notice of Appeal of Revocation of Highlands Community Charter School to Sacramento County Board of Education

Dear Members of the Sacramento County Board of Education:

On January 30, 2026, the Twin Rivers Unified School District Board of Trustees ("TRUSD" or the "District" or "District Board") voted to revoke the charter for Highlands Community Charter School ("HCCS"), a charter school operated by Highlands Community Charter and Technical Schools ("HCCTS" or "Highlands"). HCCS and HCCTS timely submit this appeal of the District's revocation decision to the Sacramento County Board of Education, pursuant to California Education Code section 47607.

Background

The California Supreme Court has held that a charter school has a property interest in its charter that is protected by due process of law. (*See Today's Fresh Start, Inc. v. Los Angeles County Office of Education* (2013) 57 Cal.4th 197, 215.) Due process requires reasonable notice before governmental action may deprive an individual of a significant property interest. (*Bergeron v. Department of Health Services*, 71 Cal. App. 4th 17, 23.) Due process also requires the opportunity to be heard "at a meaningful time and in a meaningful manner." (*See Armstrong v. Manzo*, 380 U.S. 545, 552 (1965).) In the case of an action by an administrative agency to deprive an individual of a property interest, due process requires written findings supported by facts that support the conclusions—"the orderly functioning of the process of review requires that the grounds upon which the administrative agency acted be clearly disclosed and adequately sustained." (*See Topanga Assn. for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 516.) In 2021, the California Education Code was amended to add extra layers of due process, solidifying the default assumption that a charter school will be allowed notice and a chance to cure all claimed bases for revocation.

From August 2014 to the present, HCCTS has served approximately 64,058 students across its two schools—Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA). Currently, HCCS, Highlands' in-person school, serves 613 students and has 1668 students on its wait list. HCCS' students are, by design, exclusively adults,

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many of whom are immigrants to the United States who are attending the school to learn English while pursuing a high school diploma and at the same time gaining valuable career skills to make themselves employable. HCCS serves a large, underserved immigrant population and is crucial to helping these vulnerable students and their families succeed in Sacramento County. It benefits not only the immigrant community, but the rest of our local community as well, to ensure that these families have a pathway to learn English, access resources, and gain the skills needed to become employable in this country. Education for this community can lift individuals and whole families out of poverty, reducing reliance on government assistance in the future.

Educating the parents also ensures that they, in turn, can actively participate in their children's education. Studies have shown that a parent's education has a positive impact on future educational and career outcomes for the child. (*See* Dubow EF, Boxer P, Huesmann LR. Long-term Effects of Parents' Education on Children's Educational and Occupational Success: Mediation by Family Interactions, Child Aggression, and Teenage Aspirations. Merrill Palmer Q (Wayne State Univ Press). 2009 Jul;55(3):224-249. doi: 10.1353/mpq.0.0030. PMID: 20390050; PMCID: PMC2853053; *see also* Matt Dickson, Paul Gregg, Harriet Robinson, Early, Late or Never? When Does Parental Education Impact Child Outcomes?, The Economic Journal, Volume 126, Issue 596, October 2016, Pages F184–F231, https://doi.org/10.1111/ecoj.12356 .)

HCCS has numerous community partnerships benefitting a variety of demographic groups in the local area. For example, HCCS partners with the Sacramento Employment and Training Agency (SETA) which serves immigrants, refugees, working parents, and participants in job centers and community service programs. SETA identifies HCCS as a key workforce development partner, serving the goal of employment for these under-resourced community members. Local organizations rely on HCCS as an educational and work readiness hub—somewhere people can go to earn a high school diploma and gain job skills regardless of difficult personal circumstances.

One of the local communities most in need of assistance from HCCS is the Afghan immigrant community. Women from Afghanistan often were denied even a basic education in their home country and require specialized support and education to learn English as a second language because they often do not know how to read or write in their native language, despite being adults. These families were relocated to the United States by our federal government due to assistance they provided to the United States Military during the War in Afghanistan. The program covered Afghans employed by or on behalf of the U.S. government/ISAF, including translators, interpreters, contractors, and engineers for a minimum of one year since October 7, 2001. These Afghans worked in collaboration with U.S. Military forces during the war in Afghanistan, which made them targets of violence by the Taliban. Applicants for this visa to come to the U.S. had to file a petition (Form I-360) and obtain Chief of Mission (COM)

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approval, often facing a lengthy, multi-year process. HCCS is proud to support these individuals and their families as they adjust to life in the United States.

Since its inception, HCCS has also served a significant number of local residents who needed a second chance to get a high school education. They did not complete this education for a myriad of reasons, and as a result have been denied the opportunity to obtain jobs that would pay them a living wage. These HCCS students include single parents, people who have faced homelessness, justice system-involved individuals, and people who have overcome significant adversity and still never gave up on their dream of getting an education.

The Twin Rivers Unified School District ("TRUSD") is the charter authorizer for HCCS under Education Code section 47604.32 and has been the authorizer since August of 2014. In June 2025, the California Office of the State Auditor issued an audit report accusing HCCS of various compliance violations, including issues related to alleged fiscal mismanagement by members of HCCS' prior leadership team. Notably, the State Audit report does not allege fraud—rather, it alleges unwise use of funds and various other compliance issues such as problems with attendance tracking processes and improper use of Adult Education Teaching Credentials. The State Auditor also accused TRUSD of failing in its oversight responsibilities as HCCS' authorizer, which contributed to the compliance issues that HCCS faced. The issues raised in the State Audit had not previously been raised by the professional auditing firm that HCCTS had retained to conduct its annual audit for the 2022-2023 audit year, although the State Auditor claimed the issues were present during that timeframe. As a result of the school's independent audit not raising these concerns, the Highlands Board at the time was therefore not put on notice about these concerns—it had reasonably relied on the professionals it had hired to assess for compliance.

News coverage around the State Audit and its allegations against Highlands' schools was widespread and created a political incentive for elected officials—like the members of the Twin Rivers Unified School District Board of Trustees—to distance themselves from the charter school. It became politically strategic to express disapproval of HCCS, even though the current HCCS executive team does not contain any of the same people who caused the alleged compliance problems. Even prior to the State Auditor releasing their report, HCCS changed its Executive Director to someone who is a statewide expert in business services – a former head of the California School Business Officials Organization ("CASBO"). He spent a year working with the Highlands Board to adopt over a hundred new policies to move HCCS into alignment with best practices. The current HCCS leadership team, which began working at the school in July of 2025, and the new Board of Directors members see these charter schools as valuable assets to the community and have been working tirelessly to correct any deficiencies caused by the prior executive director and team. Despite this, in the public perception, HCCTS remains associated with the mistakes of its past. It is important to note that although HCCS has moved to

best practices in its operations in order to avoid any doubt about compliance on a going forward basis, some of the contentions of the State Auditor related to attendance accounting and credentialing may not be correct as a matter of law. This is the subject of two appeals filed with the Education Audit Appeals Panel by HCCS and its sister school, CICA.

The reforms put in place by the new management team have been recognized by outside agencies. The Western Association of Schools and Colleges, which previously had been considering terminating HCCS' accreditation, issued a six year accreditation on February 4, 2025 in recognition of all of the changes that the school has made. The State Auditor has also been tracking improvements at the school and HCCS believes that it will soon be in a position where the State Auditor finds the school in full compliance with its recommendations. Even the TRUSD staff ultimately concluded that HCCS had fully cured all issues raised in the Notice of Violation, as further outlined below.

Notice of Violation

On June 17, 2025, the TRUSD District Board approved issuance of a Notice of Violation ("NOV") alleging that HCCS committed material violations of the conditions, standards, and procedures of its Charter, failed to meet generally accepted accounting principles and/or engaged in fiscal mismanagement, and violated the law in the following ways:

Alleged Violations of the Charter:

- Grade Level Changes – adding grades 9 and 10 without first requesting a material revision of the charter and notifying the District, where the school's charter only included grades 1, 2, and 12.
- Location Changes – adding additional locations which were not previously approved without first providing notice and requesting a material revision, and without providing fully executed copies of lease agreements.

Alleged Violations of the Law:

- Failure to Submit Annual Audit Report – failing to complete and submit a 2023-24 annual independent audit report to the District, violating Education Code sections 47604.33 and 47605.
- Credential Misassignments – using instructors with Adult Education Credentials to teach adults in its K-12 program, which the District contends violates Education Code section 47605(*l*).

- Failure to Track Minimum Instructional Minutes – claim that many students received less than 80% in-person instruction due to leaving class early, and that HCCS did not maintain enough attendance records to accurately track attendance.
- Violation of WIOA Exclusive Partnership Agreement – allowing individuals who were not enrolled students to participate in the school's Career Technical Education ("CTE") Truck Driving program.

Alleged Fiscal Mismanagement:

- San Diego Administrative Location – improper expenditure of public funds on luxury office condominiums.
- Marysville 2 Location – site was a baseball field and not a proper instructional site.

All of these claims allege conduct that either predated the current HCCS executive leadership team or relate to claims of failure by the current team to resolve issues that originated with prior leadership to the District's satisfaction. It is undisputed that no one in the current HCCS executive team was involved in the alleged fiscal mismanagement related to school sites. Further, the District was aware of and complicit in the changes in grade levels and instructional sites. These issues stemmed from a mutual misunderstanding of the law because the District did not require a material revision to be submitted to implement these changes and had just acquiesced or agreed to them at the staff level. As a result, the District effectively sat on issues for years that it now deems consequential enough to justify revoking a charter.

In so doing, the District violated the law of equitable estoppel:

> The vital principle is that he who by his language or conduct leads another to do what he would not otherwise have done shall not subject such person to loss or injury by disappointing the expectations upon which he acted. Such a change of position is sternly forbidden. It involves fraud and falsehood, and the law abhors both.

(*City of Long Beach v. Mansell* (1970) 3 Cal.3d 462, 488.) In *City of Long Beach v. Mansell*, the California Supreme Court confirmed that estoppel *can* apply against government agencies when equity demands it. (*See id.*) The Court describes the elements of equitable estoppel as follows:

> (1) the party to be estopped must be apprised of the facts; (2) he must intend that his conduct shall be acted upon, or must so act that the party asserting the estoppel had a right to believe it was so intended; (3) the other party must be ignorant of the true state of facts; and (4) he must rely upon the conduct to his injury.

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Here, the District was aware that HCCS was operating additional sites and grade levels and acted such that HCCS had a right to believe that HCCS was permitted to utilize the additional grade levels and sites without going through the formal material revision process. HCCS was ignorant of the true state of facts—that the law required the school to request a material revision—and HCCS relied upon the District's conduct to its injury where the District later sought to revoke HCCS' charter for not having requested the material revisions sooner.

The District's delay in acting on these issues also violates the doctrine of laches. In administrative law, the proponent of a laches defense must establish (1) "unreasonable delay" and (2) "acquiescence" in the act about which the other party complains or "prejudice" resulting from the delay. (*Conti v. Board of Civil Service Commrs.* (1969) 1 C3d 351, 359, 82 CR 337, 342; *see Gates v. Department of Motor Vehicles* (1979) 94 CA3d 921, 923-926, 156 CR 791, 792-794.) Here, the District unreasonably delayed by allowing these issues to remain unchallenged for years, with tacit or even direct approval from District staff, only to then accuse HCCS of waiting too long to fix them.

The NOV provided a remedy period up to and including September 26, 2025. Cal. Code Regs., tit. 5, § 11968.5.2 states:

> (c) Upon receipt of a Notice of Violation, the charter school's governing body as described in the school's charter, if it chooses to respond, shall take the following actions:
>
> (1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation. The written response shall be due by the end of the remedy period identified in the Notice of Violation.
>
> (2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

HCCS timely responded on September 26, 2025 with a letter addressing each of the alleged violations and explaining how each had been refuted or remedied. HCCS also provided documentary evidence to either refute the claims or, where applicable, demonstrate that a remedy has been implemented. Contrary to later assertions by the District Board, HCCS did submit exhibits to the District on September 26, 2025. Then, after the fact, the District contacted HCCS

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and communicated that it was unable to access the exhibits (due to technical issues on the District's end), resulting in HCCS re-providing the exhibits a few days later in a different format.

Following the June 2025 Notices of Violation, the District's staff asked HCCS to submit a material revision request for sites and grades, which HCCS did submit on September 26, 2025. HCCS indicated that its plan to cure these issues all along was to submit a material revision to bring the charter into alignment on both site locations and grade levels, but that it would align both sites and grade levels with the existing charter language if the material revision was denied. Notwithstanding HCCS demonstrating an appropriate and lawful response, the District Board voted to issue a Notice of Intent to Revoke ("NIR") on November 4, 2025. A public hearing on the issue of revocation was held on December 2, 2025, along with public hearings on the issuance of the material revisions for both HCCS and CICA at the same meeting.

District staff had reviewed the material revisions and recommended approval, but the District Board denied them anyway on December 2, 2025. This denial was in bad faith, since the District Board had been presented the HCCS plan to cure these issues and at no time expressed a concern about approving a material revision. It was fully aware that its staff was meeting regularly with HCCS to get to mutual agreement on material revision language. District staff then asked HCCS to revise the material revision to remove grade levels and related educational program changes so that these could be studied further, which the school did and resubmitted the material revision request on January 2, 2026. To date, the District Board has still refused to approve a material revision for either of these topics.

Notwithstanding the District Board's bad faith denial of the material revisions recommended by its own staff after an extensive negotiation process, HCCS still fully cured the site issue by going to extraordinary lengths to vacate all non-approved sites prior to the revocation date in accordance with the plan previously outlined to the District Board. This was an extremely fast timeline and posed numerous operational challenges, but HCCS ensured that no non-approved sites remained prior to the revocation vote.

In terms of the issue of including additional grades without first notifying the District and requesting a material revision of the charter, the District has created roadblocks by refusing to approve any material revision on the topic. In fact, District staff specifically asked HCCS to revise the material revision to remove grade level changes and related educational program changes. Throughout this process, HCCS demonstrated good faith collaboration with District staff, and the District Board's arbitrary and capricious refusal to approve a material revision to address all of these issues was no fault of HCCS and represented bad faith on behalf of the District Board. But nonetheless, in the face of bad faith behavior by the District, HCCS did implement the backup plan it had outlined to District Trustees prior to the revocation date, and brought its grade levels into alignment with the charter by offering grades one and two and

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enrolling new students in these grades. Thus, this issue was also fully addressed through this different strategy outlined in HCCS' original plan submitted before the remedy period expired, eliminating the need to request a material revision entirely.

On January 27, 2026, the District Board met to consider a recommendation from District staff and District legal counsel that the charter not be revoked based on a finding by District staff and legal counsel that the school has fully cured all issues in the Notice of Violation. By a vote of 6-1, the District Board rejected the recommendation to not revoke the charter, but took no further action to revoke HCCS at that meeting.

The District Board then convened on January 30, 2026, on which date it voted to revoke the Charter of HCCS. HCCS and HCCTS now appeal the revocation to the Sacramento County Office of Education ("SCOE") because neither the law, the facts, nor substantial evidence support revocation under California law or under SCOE's relevant Board Policy.

Standard of Review

California Education Code section 47607, subdivision (i), states:

> (1) If a school district is the chartering authority and it revokes a charter pursuant to this section, the charter school may appeal the revocation to the county board of education within 30 days following the final decision of the chartering authority.
>
> (2) The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence. The school district may appeal the reversal to the state board.

(Ed. Code, § 47607(i).)

Sacramento County Office of Education Policy: 2400 BP, Section: 2000 Administration defines "substantial evidence" for these purposes as evidence that:

a. Demonstrates that the violation was material.
b. Supports revocation when viewed as a whole, in light of all relevant information.
c. Demonstrates that the violation actually occurred.
d. Was not cured by the charter school during its reasonable opportunity to remedy the violation.

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Further, Sacramento County Office of Education Policy: 2400 BP, Section: 2000 Administration states, "If revocation is recommended by the Superintendent, the recommendation shall include each reason for revocation with the substantial evidence supporting that reason enumerated."

California Code of Regulations Title 5, section 11968.5.4, subdivision (a), states:

(a) Within 30 calendar days of receipt of a Final Decision revoking the school's charter, the charter school's governing body as described in the school's charter, shall approve and deliver a written Notice of Appeal to the county board of education that:

(1) Includes a copy of the Notice of Violation, Notice of Intent to Revoke and the Final Decision issued pursuant to this article except that the charter school shall not be responsible for providing these documents if the chartering authority did not provide them to the charter school as required in section 11968.5.2;

(2) Includes evidence of the final vote of the chartering authority, if available;

(3) Includes all evidence relied upon by the chartering authority in determining whether substantial evidence existed that the charter school failed to remedy one or more violations identified in the Notice(s) of Violation;

(4) Includes all evidence and correspondence submitted by the charter school's governing body as described in the school's charter in response to the chartering authority's Notice of Violation and Notice of Intent to Revoke;

(5) Includes minutes of any public meeting at which the chartering authority considers or makes its decision to revoke the school's charter, if available;

(6) Includes a written statement explaining why the charter school does not believe the district chartering authority's factual findings are supported by substantial evidence; and

(7) Identifies any procedural omissions or errors the charter school alleges to have occurred in the revocation process.

(Cal. Code Regs., tit. 5, § 11968.5.4.)

California Code of Regulations Title 5, section 11968.5.4, subdivision (b), states:

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If the county board of education does not issue a written decision that explains whether, in the county board of education's judgment, the district chartering authority's factual findings are supported by substantial evidence within 90 calendar days of receiving a Notice of Appeal that includes the documents listed in subdivision (a) of this section, the district chartering authority's decision is upheld, pending any further appeal.

(1) In determining whether the district chartering authority's factual findings are supported by substantial evidence, the county board of education shall consider whether the district chartering authority provided the charter school's governing body as described in the school's charter a Notice of Violation, a reasonable opportunity to remedy the identified violation(s), a Notice of Intent to Revoke, a public hearing, and Final Decision, pursuant to Articles 2 and 2.5 and Education Code sections 47607(f) through (h), inclusive.

(2) If the charter school submits a response to the Notice of Violation pursuant to section 11968.5.2(c), the county board of education shall, in determining whether the district chartering authority's factual findings are supported by substantial evidence, consider whether the charter school complied with the procedures set forth in that section.

(3) The county board of education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties.

(Cal. Code Regs., tit. 5, § 11968.5.4.)

The District Chartering Authority's Findings Are Not Supported by Substantial Evidence

The District Board's findings are not supported by substantial evidence, where the evidence presented by both HCCS and the District's own staff confirmed that HCCS had, in fact, remedied all of the violations identified in the NOV, and where the District's staff recommended against revocation for this reason. Further, no other evidence of non-remedy of the alleged violations was presented on the record at the public hearing on revocation of the charter. In the agenda for the District's January 27, 2026 Board Meeting, District staff stated the following on this topic:

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> The Final Decision whether to revoke the Charter of HCCS is limited to a determination of whether substantial evidence supports a finding(s) that the Charter School has failed to refute or remedy the violations identified in the Notice of Violation to the District's satisfaction. Consistent with Education Code section 47607, a chartering authority shall not revoke a charter unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.
>
> Based upon District Staff's analysis of the documented measures taken by HCCTS to refute and/or remedy the violations identified in the Notice of Revocation, **District Staff have determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction. As a result, District Staff recommends that the Board terminate the revocation process** by approving issuance of a Final Decision declining to revoke the HCCS Charter, and the District will continue to implement a heightened level of oversight over HCCS and closely monitor its progress and compliance. (*Emphasis added.*)

District staff's reasoning for this determination is outlined in the document "TRUSD NOV Staff Findings Presentation.HCCS," which was presented to the District Board at the January 27, 2026 Board Meeting. In this presentation, District staff set forth findings explaining why they concluded that HCCS had either refuted or remedied each of the alleged violations in the NOV.

Grade Levels Not Approved – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- HCCS has ceased the practice of enrolling students into 9th and 10th grade.
- HCCS has started enrollment into 1st and 2nd grades.
- Before adding or changing grades, HCCS will submit a material revision request.
- If not approved, HCCS will continue to serve 1st, 2nd, and 12th grades only, as approved in their petition.

Further, the June 17, 2025 Notice of Violation stated: "Education Code section 47604(a)(4) provides in part: 'After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall **request** a material revision to its charter and shall **notify** the chartering authority of those additional locations or grade levels.'." (emphasis added). Between the June 17, 2025 Notice of Violation and the December 2, 2025 District Board Meeting, HCCS requested material revisions of its charter to address the additional grade levels and locations and had extensive communication

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with the District on these topics. HCCS submitted a proposed material revision on September 26, 2025 that would have addressed both the grade levels issue and the sites issue from the June 17th Notice of Violation. Leading up to the December 2, 2025 District Board Meeting, HCCS discussed the material revision with District staff to ensure that it was sufficient. The requested material revisions (one for HCCS and one for CICA) then went before the District Board at its December 2, 2025 meeting, where the District Board voted to reject them.

Given this, HCCS had both **notified** the District of the additional grade levels and **requested** the material revisions during the cure period of up to and including September 26, 2025. All of the evidence before the District Board confirms that these events occurred, and the fact that the District Board refused to approve the material revision has no bearing on whether HCCS had notified the District and requested the revision. Further, the District Board cannot reasonably have found that the District was not notified about the additional grade levels, where the evidence provided by HCCS in its September 26th Response includes detailed correspondence from HCCS to the District about the grade levels from December 2024 (see Exhibit A to the Response). By notifying the District and requesting the revision by September 26, 2025, HCCS remedied the issue. This is uncontroverted on the record.

However, to ensure that the District's bad faith did not lead to revocation of HCCS, HCCS did propose as part of its original plan to remedy that if a material revision was not approved by the District Board on this issue that it would revert to the grade levels in the charter. It did so before the revocation vote. This is also uncontroverted on the record. Even the District staff recognized this in their report to the District Board recommending that the charter for HCCS not be revoked. Viewed in the light of the entire record, the District's findings are so lacking in evidentiary support as to render their decision unreasonable, and therefore, it must be set aside. (*See e.g. Northern Inyo Hosp. v. Fair Emp. Practice Com.* (1974) 38 Cal.App.3d 14, 23-24).

Locations Not Approved – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- HCCTS Board has been taking action to terminate or buy-out leases.
- HCCS is moving to locations that are approved by the District and will not add any new locations without prior approval by the District through the Material Revision process.
- HCCTS has adopted or revised multiple Board Policies, including BP 7150.5 "School Site Opening and Closure Policy"

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Further, the June 17, 2025 Notice of Violation stated: "The MOU Amendment No. 3 includes the express requirement for HCCS to **submit a written request**" to the District if the "Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers..." and "To date, no **material revision request** has been submitted for these locations and HCCS continues to operate at these locations in violation of the MOU Amendment No. 3 and Education Code section 47605(a)(4)." (*Emphasis added*.) Education Code 47605(a)(4) states:

> After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels **shall request** a material revision to its charter and **shall notify** the chartering authority of those additional locations or grade levels. The chartering authority shall consider whether to approve those additional locations or grade levels at an open, public meeting. If the additional locations or grade levels are approved pursuant to the standards and criteria described in subdivision (c), they shall be a material revision to the charter school's charter. (*Emphasis added*.)

Just as with the grade levels issue (discussed above), HCCS had both **notified** the District of the additional sites and **requested** the material revision during the cure period of up to and including September 26, 2025. All of the evidence before the District Board confirms that these events occurred, and the fact that the District Board refused to approve the material revision has no bearing on whether HCCS had notified the District and requested the revision. By notifying the District and requesting the revision by September 26, 2025, HCCS remedied the issue. Additionally, HCCS has provided the requested copies of lease agreements, which the District claims that it had requested in an April 23, 2025 Notice of Concern/Request for information.

We do note that HCCS has not just technically fully remedied this matter, but has substantively fully remedied it by moving all operations to only site locations approved in MOU Amendment Number 3, which was approved by the District Board and incorporated into the charter. This was done prior to the revocation vote and the District Board was informed on the record at their meeting on January 27, 2026 that this had occurred.

Failure to Submit Audit Report – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- On 01/02/2026 HCCTS submitted the 2024 Annual Independent Audit report.
- HCCTS has committed to submitting future reports in a timely manner.
- HCCTS is pursuing a different audit firm to ensure this issue is not perpetuated.

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Further, it is important to emphasize that the audit report for the 2023-2024 audit year was delayed because the independent auditing firm that HCCTS had hired to conduct the audit refused to release its report after it learned about the State Audit in the summer of 2025. It is not the case that HCCS failed to retain an auditing firm to conduct the audit, nor is it the case that HCCS was in possession of the final audit report and simply failed to provide it to the District. HCCS was in possession of a draft audit report from the independent auditor, which it had provided to the District. The auditor substantially modified the draft report following the State Audit report and this was provided to the District as noted by District staff in their findings that this issue had been fully remedied.

Credential Misassignment – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- TRUSD has verified evidence that HCCTS has changed staffing practices.
- HCCTS staff have become more knowledgeable about credentialing compliance.
- HCCTS' subsequent actions show a credible shift towards compliance.

Further, the November 2025 Notice of Intent to Revoke, which was approved by the District Board, even confirmed that the credential misassignment issue had been remedied. Specifically, it stated, in relevant part:

> The District's review of HCCTS' response, the evidence provided, and information collected through the annual oversight activities reflect clear and convincing evidence that HCCTS has changed staffing practices and reformed to comply with the law. The District staff have seen evidence that the HCCTS staff have become more knowledgeable about credentialing options to ensure compliance. HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing.

The District Board unanimously voted to adopt this November 4, 2025 Notice of Intent to Revoke, which included this statement as to the credentialing issue, and no evidence was presented in the record to dispute that the credentialing issue had in fact been remedied. Therefore, it defies reason for the District Board to conclude, also unanimously, that "The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by HCCS" in the District's January 30, 2026 "Final Decision to Revoke" letter. This could only be an arbitrary and capricious decision that is unsupported by substantial evidence.

Failure to Track & Meet Instructional Minutes – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- HCCS has taken corrective actions to improve attendance policies & procedures as evidenced by revised calendars, bell schedules, staff trainings, and internal audits.
- Serious efforts to improve practices related to student attendance enforcement and engagement have been made.
- Collaborating with Charter Impact to support with attendance monitoring and reporting.

There was no evidence entered into the record contravening these findings. This is particularly notable since some of the very whistleblowers who raised concerns initially were present at the District meeting and did not dispute District staff's findings that these issues that they initially raised were fully remedied.

Violation of Exclusive Partnership Agreement – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- HCCTS submitted evidence that the external partnerships have been terminated.
- Non-WIOA students were dis-enrolled.
- HCCTS has terminated the CTE Truck Driving program.
- Staff who were assigned to the Truck Driving program have been re-assigned or are no longer with the organization.

Further, it is not reasonably disputable that the Truck Driving program did not exist by September 26, 2025, therefore no non-students could have still been enrolled in it. This was proven by documentary evidence provided by HCCS in its Response to the Notice of Violation. Evidence was also presented in the record that between December 2024 and January 2025, HCCS discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office related to the Truck Driving program, including written confirmation of these facts from law enforcement officials. HCCS therefore had, beyond a reasonable doubt, cured this issue, and no reasonable fact finder could have found substantial evidence to the contrary. To revoke on this basis could only be an arbitrary and capricious decision that is unsupported by substantial evidence.

Fiscal Mismanagement – San Diego Location – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- Lease Termination/Buy-Out on 11/18/25

- Adopted or Revised Policies to Address Root Issues of Fiscal Mismanagement:
  - BP 3410 RE. Allowability of Costs
  - BP 3110 RE. Debt Management
  - BP 3310: Purchasing and Vendor Selection
  - BP 7150.5: School Site Opening and Closure Policy
- Updated the Fiscal Policies and Procedures Manual

There was no evidence entered into the record contravening these findings. Therefore, to revoke on this basis could only be an arbitrary and capricious decision that is unsupported by substantial evidence.

Fiscal Mismanagement – Marysville 2 Location – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- Lease Termination/Buy-Out showing termination as of 1/24/25
- Adopted or Revised Policies to Address Root Issues of Fiscal Mismanagement:
  - BP 3410 RE. Allowability of Costs
  - BP 3110 RE. Debt Management
  - BP 1325 Marketing: Advertising and Sponsorship
  - BP 3310: Purchasing and Vendor Selection
  - BP 7150.5: School Site Opening and Closure Policy
- Updated the Fiscal Policies and Procedures Manual

There was no evidence entered into the record contravening these findings. Therefore, to revoke on this basis could only be an arbitrary and capricious decision that is unsupported by substantial evidence.

<u>Not Only is There No Substantial Evidence in Support of the District Board's Findings, But the Evidence on the Record Provides Clear and Convincing Evidence that All Notice of Violation Issues were Remedied</u>

By the January 27, 2026 Board Meeting, "District Staff [had] determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction." (*See* District Staff's January 27, 2026 Presentation.)

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Given this, the District Board's unsupported "findings" that the violations had not been refuted or remedied, with no explanation of which violations remained and no citations to the facts, were not supported by substantial evidence. Education Code 47607(h) provides that "The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its finding." Since the District Board has not done so, revocation of the charter violates the revocation provisions of the California Charter Schools Act and is therefore unlawful.

Additionally, the District Board's decision does not meet the standard for "substantial evidence" set forth in the Sacramento County Office of Education's Board Policy on the topic. As discussed above, Sacramento County Office of Education Policy: 2400 BP, Section: 2000 Administration defines "substantial evidence" for these purposes as evidence that:

a. Demonstrates that the violation was material.
b. Supports revocation when viewed as a whole, in light of all relevant information.
c. Demonstrates that the violation actually occurred.
d. Was not cured by the charter school during its reasonable opportunity to remedy the violation.

Here, the evidence before the District does not "[s]upport revocation when viewed as a whole, in light of all relevant information." HCCS relied on guidance from the District, its authorizer, in good faith on issues such as the District allowing HCCS to add additional grades without the District first approving a material revision through the formal process. The District was well aware of most of the issues it identified in the June 17, 2025 Notice of Violation for years before issuing the Notice. Then, when HCCS acted to demonstrate that it had cured each of the identified issues and followed the District's instructions about what was needed to address each concern, the District Board still voted against HCCS at every turn—both voting against the material revisions and, ultimately, voting to revoke the charters. For these reasons, when viewed in light of all relevant information, the evidence before the Board does not support revocation.

Additionally, the evidence before the District did not demonstrate that any of the violations "[w]as not cured by the charter school during its reasonable opportunity to remedy the violation." At the December 2, 2025 public hearing on revocation, no evidence was presented on the record to support the proposition that HCCS had not cured the violations. By that point, District staff, and HCCS staff, were in agreement that HCCS had remedied all of the issues. District staff later confirmed this in their presentation at the January 27, 2026 District Board Meeting where staff proposed that the District should discontinue revocation of both HCCS and

CICA. This is yet another reason that the District Board's later decision to revoke both charters was not supported by substantial evidence.

In this case, it is also likely that a court would find the District's actions to be arbitrary and capricious due to the utter lack of foundation to support them and nothing but contrary evidence being on the record. An administrative decision is considered arbitrary and capricious if it "was not supported by a fair and substantial reason." (*See Abshear v. Teachers' Retirement Board* (1991) 231 Cal.App.3d 1629, 1639.) Because clear and convincing evidence was presented to confirm that all of the allegations had either been refuted or remedied, the District Board's "findings" to the contrary were arbitrary and capricious. The District cannot now, through mere assertions, contravene the record it established through the revocation process.

Procedural Errors and/or Omissions Occurred in the Revocation Process which Negatively Impacted the Chartering Authority's Ability to Comply with its Procedural Obligations and Authorizing Duties

Conclusory Findings

By issuing conclusory "findings" with no explanation of why the facts before the District Board led to the District Board's conclusion that HCCS "failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV," the District Board committed a procedural error and omission that negatively impacted its ability to comply with its procedural obligations and duties as an authorizer.

In *American Indian Model Schools v. Oakland Unified School Dist.* (2014) 227 Cal.App.4th 258, 278, the court states, in relevant part:

> Subdivisions (e) and (f)(2) of section 47607 make it clear that the decision to revoke the charter must be supported by substantial evidence. … [Code of Civil Procedure section 1094.5, the state's administrative mandamus provision, "contemplates that at minimum, the reviewing court must determine both whether substantial evidence supports the administrative agency's findings and whether the findings support the agency's decision" and implicit to this statute "is a requirement that the agency which renders the challenged decision must set forth findings to bridge the analytic gap between the raw evidence and ultimate decision or order"].)

Here, the "analytic gap" between the "raw evidence" before the District Board and the "ultimate decision or order" is not bridged in any respect by the District Board's purported "findings." The extent of the District Board's comment on the topic is as follows:

> The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by HCCS, and attempts at further corrective actions taken by HCCS, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.

This is akin to saying the violations have not been remedied because the violations have not been remedied, and the proposed corrective action is insufficient to ensure future compliance because it is insufficient to ensure future compliance. These "findings" provide no information about why the District Board feels that the violations have not been remedied, which is especially concerning given that the District's staff concluded that the violations *had* been remedied. The District Board's purported "findings" directly contradict the record of the revocation proceedings. The "findings" also provide no information about what, exactly, about the proposed corrective action was insufficient or unreliable. A reviewing entity, such as the County Office of Education, has no way to access the reasoning behind the District Board's decision to revoke the charters with such circular, conclusory "findings" that essentially just repeat a standard of review.

Failure to Identify with Specificity Which Issues Were Not Remedied or Refuted

Additionally, it is impossible to discern from the District Board's "findings" which specific alleged violations the District Board believes were not refuted or remedied, let alone which ones were not refuted or remedied by a substantial evidence standard. It defies reason that the District Board would have found that all of the alleged violations have not been refuted or remedied because there is no information in the record to support lack of remedy for any issue and even apart from that, some of them are just not reasonably disputable. It is undisputed on the record that the charter school cured all items, as this was the only information provided at the public hearing on the charter school revocation on December 2, 2025, and no contrary testimony or documents were provided at this public hearing. In fact, the charter school's presentation on January 27, 2026 had the same conclusion and only added that HCCS had moved out of all non-compliant sites prior to the public hearing. This fact demonstrated full implementation of HCCS' plan to remedy the violation on that point, which only strengthened HCCS' argument that substantial evidence existed of its full compliance rather than any lack of compliance.

Lack of Any Evidence in Support of District Board's Findings, and Presence of Clear and Convincing Evidence of Charter School's Compliance, Demonstrates Arbitrary and Capricious Decision by District Board

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In some cases, the District Board's decision is so lacking in logic or reason that it is clearly arbitrary and capricious. For example, it is undisputed in the record that the Truck Driving program no longer exists and thus the allegation that non-WIOA students were still enrolled in it is completely unsupported. It is also undisputed in the record, and confirmed in the District's own November 4, 2025 Notice of Intent to Revoke, that HCCS had cured the alleged credentialing issue, as the schools no longer use adult education credentials for K-12 assignments. At the very minimum, the District Board's findings needed to explain which specific violations it believed had still not been remedied and why. To date, the District Board has not explained, and HCCS is still unsure, which specific violations the District Board still believes are uncured.

Further, the District Board may not rely on the fact that it "incorporates by reference" the findings from the Notice of Violation, because those "findings," by definition, occurred before the end of the required cure period and therefore cannot have included findings about whether or not HCCS had refuted or remedied the alleged violations by the proposed cure date of September 26, 2025. Ed. Code, § 47607(h) states, in relevant part:

> Before revoking a charter for failure to remedy a violation pursuant to subdivision (f), and after expiration of the school's reasonable opportunity to remedy without successfully remedying the violation, the chartering authority shall provide a written notice of intent to revoke and notice of facts in support of revocation to the charter school …
>
> … The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

This process requires that there has been a reasonable opportunity for the charter school to refute or remedy the alleged violation, and a subsequent failure to refute or remedy the alleged violation, before the chartering authority may revoke the charter. It is impossible for the chartering authority to make findings on this point at the same time it issues a Notice of Violation because, by definition, this would deprive the charter school of a reasonable opportunity to refute or remedy the noticed violations. If revocation could rely on findings that existed at the time of the Notice of Violation, it would render the opportunity to cure, and the rest of the due process rights afforded to charter schools under the Ed. Code, § 47607 process, meaningless.

These errors negatively impacted the District's ability to comply with its procedural obligations as a chartering authority because the District is obligated to make findings after the cure period set forth in the NOV about whether HCCS has timely refuted or remedied the alleged

violations. (*See* Ed. Code, § 47607(h).) The District may not avoid its obligation to make such findings—which must be supported by substantial evidence—by simply making a conclusory statement that it made the findings. The District also may not avoid its obligation to make such findings by simply referring back to the findings set forth in the NOV, which have nothing to do with whether or not the allegations in the NOV were refuted or cured during the mandatory cure period. The whole point of the multiple steps in the revocation statute is to provide the charter school with multiple opportunities to demonstrate that it has fully refuted or remedied the issues. The District Board's procedural errors therefore also infringed upon the charter school's due process rights.

The District's Failure to Act on Some Alleged Violations for Years Led the Charter School to Believe the District Accepted These Operational Decisions

The District spent years fully aware of many of these alleged violations and either gave tacit, or in some cases, direct, approval. The District evidenced its approval of grade level changes and site changes in part through its annual site visit reports and failure to object when the charter school was operating transparently on these issues. This, understandably, led HCCS to believe that the District approved of these aspects of its educational program. To revoke HCCS for these issues now, after openly allowing this same conduct, demonstrates bad faith on the part of the District. Instead of giving notice of alleged violations along with a meaningful opportunity to correct, as required by law, the District allowed these alleged violations to exist for years before notifying the charter school of them and refused to allow the school to change course. This conduct on the part of the District negatively impacted the District's ability to fulfil its duties as an authorizer. But more importantly, it does not support revocation when viewed as a whole, in light of all relevant information.

<u>Lack of Findings of Independent Audit Firms Materially Impacted the Charter School's Ability to Both Understand and Comply with Requirements as Articulated by District</u>

Initially, the independent auditor of the charter school, Eide Bailly, did not raise any material concerns pertaining to compliance with attendance accounting laws. Not only did they issue a clean audit report for the 2022-23 fiscal year, but they subsequently issued a clean draft audit report for the 2023-24 fiscal year. These were relied upon by the Highlands Board as evidence of HCCS' legal compliance and were provided to the District. It was only after the State Auditor made its findings that Eide Bailly raised any concerns.

HCCS raises this issue here because it is relevant to the County Board's policy defining substantial evidence, BP 2400, which requires that the District's findings:

- Supports revocation when viewed as a whole, in light of all relevant information.

- Demonstrates that the violation actually occurred.

Here, revoking a school for relying upon the professional advice and determinations of an auditor on the State Controller's approved list of K-12 auditing firms is unreasonable and undercuts the entire statutory scheme surrounding auditing. Further, what findings are in the independent audit reports do not support the contention that violations of law occurred. Finally, charter school board members have the right to reasonably rely on professional experts in the performance of their duties. California Corporations Code § 7231(b) states:

> In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:
>
> (1) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;
>
> (2) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or
>
> (3) A committee upon which the director does not serve that is composed exclusively of any or any combination of directors, persons described in paragraph (1), or persons described in paragraph (2), as to matters within the committee's designated authority, which committee the director believes to merit confidence, so long as, in any case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Nonprofit board members told by a professional auditing firm that there were no findings of legal violations relating to attendance accounting cannot reasonably be expected to correct items that they were told did not exist. Furthermore, there is no evidence that the District Board weighed this evidence that no violation relating to attendance accounting may have occurred. Eide Bailly's auditors are approved by the State Controller to conduct these audits based on their specialized expertise, and this specialized expertise should be weighed against a lack of specialized K-12 attendance accounting audit experience on the part of the State Auditor's team.

Additionally, HCCS is currently in the process of appealing the State Audit decision and has every legal right to do so. It cannot be held to account for something that has not yet been adjudicated. Furthermore, notwithstanding its objections to the findings of the State Auditor's report that are apportionment significant, HCCS has adopted new policies and procedures that align with the State Auditor's conclusions going forward. Thus, by any measure the evidence

before the District Board does not support revocation when viewed as a whole, in light of all relevant information.

Procedural Errors and/or Omissions Occurred in the Revocation Process which Negatively Impacted the Charter School's Ability to Refute or Remedy the Alleged Violations

To the extent that the District Board argues that its "findings" are the findings from the June 17, 2025 Notice of Violation, which the District Board incorporated by reference, this constitutes a procedural error and omission in the revocation process which negatively impacted the charter school's ability to refute or remedy the alleged violation, because findings made on June 17, 2025 did not take into account whether or not the charter school had refuted or remedied by September 26, 2025. Relying on the pre-September 26, 2025 findings would, by definition, deprive HCCS from an opportunity to refute or remedy the alleged violations because it would mean that, regardless of subsequent actions by HCCS to refute or remedy, the District intends to revoke HCCS's charter based on the June 17, 2025 information alone. Relying on the findings in the June 17, 2025 Notice of Violation would therefore also constitute a negative impact on the charter school's ability to refute or remedy, in addition to constituting a negative impact on the District's ability to complete its procedural obligations (as discussed above).

Statements Made by Trustees Reflect an Unlawful Purpose for Revocation Vote

The revocation or non-renewal of a charter by a school district authorizer is a quasi-judicial proceeding. An administrative decision is considered quasi-judicial when the decision is "made as a result of a proceeding in which by law (1) a hearing is required, (2) evidence is required to be taken, and (3) discretion in the determination of facts is vested in the inferior board." (*Eureka Teachers Assn. v. Board of Education* (1988) 199 Cal.App.3d 353, 361.) Although there is no published case on point for this exact issue, the unpublished case *Oxford Preparatory Academy v. Chino Valley Unified School Dist.* (2019) 37 Cal.App.5th 413 addresses this topic and provides an analysis of published authority to reach the conclusion that a school district's denial of a charter school's petition to renew its charter was quasi-judicial. The *Oxford Preparatory Academy* court states:

> When reviewing the Academy's renewal petition, the District applied standards set by existing state law and regulations to the facts presented in the petition and gathered by the District itself. It held a public hearing to gauge community support, allowed speakers to make their case, and then made specific factual findings regarding the Academy's ability to operate the charter school successfully. The District's board then passed a 62-page resolution detailing the specific evidence supporting each of its factual findings, which in turn, supported its ultimate decision to deny the renewal petition. Although the District was required to consider its

> overarching public policy goals in reaching its decision, it was not crafting a new policy to be applied in future cases.

(*Id.* at 425-426.) This process, described in the *Oxford Preparatory Academy* case, closely mirrors the process for evaluation of charter revocation, which the District Board conducted in the instant case. The District Board held a public hearing, heard evidence, and then was tasked with determination of the facts and application of existing law to those facts. (*See Eureka*, *supra*, 199 Cal.App.3d at 361.) The process for revocation of an existing charter, therefore, has all the hallmarks of a quasi-judicial proceeding.

After the revocation vote for this school took place, one or more District Board Trustees made the remark that this vote reflected the fact that their constituents were not satisfied that all of the concerns had been remedied. For example, as to HCCS, at approximately 3 hours, 20 minutes, and 38 seconds into the January 27, 2026 TRUSD Board Meeting, Trustee Jefferson stated: "As Trustees, our authorities, uh, we are accountable not only to this organization, but to our entire constituency, so at this time the concerns raised in the Notice of Violations have not been remedied to my satisfaction, not, nor to that of my constituency because I am bound to the folks that vote, voted for me, so, that was where, that was where my no vote."

This is improper in a quasi-judicial proceeding for a number of reasons. First, to the extent this comment was intended to support the resolution that was approved, it should have been made during the proceeding rather than after the fact. Second, comments from constituents that were not made as part of the proceedings, and to which the school could not therefore respond, reflect improper ex parte communications that denied the school due process. Third, these comments reflect the fact that Trustees considered political factors associated with constituent feelings, rather than the facts and evidence before them, as the only stated reason for their vote. Here, the constituents did not have an opportunity to review all of the thousands of pages of information provided to the District relating to these issues, and thus any such comments were uninformed and were improperly weighed by the District Board. Imagine if in criminal proceedings a judge, after hearing all of the evidence, decided to rule based upon feelings of county voters rather than the evidence of guilt or innocence that was on the record. This would be an improper violation of due process rights for the defendant, just as it is for the charter school here.

Additionally, Trustee Jefferson's comments reflect an improper misapplication of the law applicable to charter revocation. The relevant legal standard for the District Board is whether the charter school has failed to refute the claimed violation "to the chartering authority's satisfaction" or failed to "remedy" the claimed violation, period. (*See* Cal. Code Regs., tit. 5, § 11968.5.2(d)(1).) There is no obligation to "remedy" the violation "to the chartering authority's

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satisfaction"– the regulation does not allow for a subjective assessment by the District Board (or its constituents, for that matter) about the remedy.

Conclusion

Against the recommendation and findings of its own staff, the District Board voted to revoke the charter for HCCS, issuing "findings" that did not identify which specific violations it still considered not to have been timely remedied or refuted or why it believes this is the case. For this reason, the District Board did not make findings, based on substantial evidence, to support its decision, as required by law. Additionally, this process contained serious procedural violations that undermined the entire revocation process, both by negatively impacting the District's ability to complete its procedural obligations as an authorizer and by negatively impacting the charter school's ability to refute or remedy the alleged violations during the cure period. The weight of the evidence, and the seriousness of the procedural defects, require reversal of the District's revocation decision.

The Sacramento County Office of Education provides an important check to ensure that District Board Members' individual political considerations do not take precedence over following the law and the charter school's due process rights. Highlands' two charter schools serve as an important resource for the community, and are relied upon by numerous vulnerable students and local organizations that serve the public good. Here, there is no question that the District Board erred both in process and in substance. Here, the inconvenient truth for the District Board is that HCCS cured the issues specified in the June 17, 2025 Notice of Violation, and that the current leadership of HCCS has re-routed the school and corrected mistakes from the past. Public perception generated by media reports about HCCTS is not a lawful justification to ignore evidence on the record and take these schools away from the community that needs them.

HCCS and HCCTS therefore respectfully request that the Sacramento County Board of Education reverse the District Board's decision to revoke the HCCS charter. Attached to this Notice of Appeal are relevant documents and evidence pertaining to the revocation.

Sincerely,

Mike Reid,
Board Chair
Highlands Community Charter School

APPEAL OF CHARTER REVOCATION OF

HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS")

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Twin Rivers Unified School District Response to Highlands Community Charter School's Charter Revocation Appeal

April 21, 2026

A. Introduction

The Notice of Appeal regarding the Revocation of Highlands Community Charter School's Charter by the Twin Rivers Unified School District ("TRUSD" or "District") Board on January 30, 2026, was submitted to the Sacramento County Board of Education c/o the Sacramento County Office of Education on February 27, 2026. By correspondence dated March 30, 2026, the Sacramento County Office of Education ("SCOE") confirmed timely submission of Highlands Community Charter School's ("HCCS" or "Charter School") charter revocation appeal documents in both paper and electronic formats.

SCOE further notified the District and HCCS that the public hearing for consideration of HCCS' appeal will be scheduled for the Sacramento County Board of Education's ("SCBOE") regular meeting on May 19, 2026, at 6:30 p.m., and following the public hearing, the SCBOE may take action on the appeal. In considering HCCS' revocation appeal, the SCBOE will determine whether substantial evidence in the record supports TRUSD's revocation findings.

In the March 30, 2026, correspondence, SCOE also indicated that by April 20, 2026, HCCS and TRUSD may submit written arguments no longer than 25 pages, with page citations to the appeal documents, as to whether the charter revocation met the substantial evidence standard required by Education Code Section 47607. By email correspondence dated April 14, 2026, SCOE extended this deadline and confirmed that HCCS and TRUSD have until the end of the day on April 21, 2026, to submit written arguments regarding the HCCS charter revocation appeal.

While the submission of "written arguments" is not a part of the county level charter revocation appeal process outlined in Title 5, Calif. Code Regs., section 11968.5.4, and it is unclear whether SCOE has the authority to impose this step and corresponding deadline as part of the revocation appeal process, the District respectfully submits its "written arguments" in response to HCCS' appeal in conformity with the parameters specified by SCOE ("TRUSD Response").

B. Procedural History

The District Board of Trustees ("Board") initially approved the petition for the establishment of HCCS in 2014 for a term running through June 30, 2019. On or about March 5, 2019, the Board conditionally approved the petition to renew HCCS' Charter for a five-year term from July 1, 2019, through June 30, 2024 ("Charter"). Pursuant to Education Code section 47607.4, HCCS' Charter was automatically extended through June 30, 2027, by operation of law.

On or about May 19, 2019, the District and HCCS entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding HCCS' program, operation, structure, and obligations. Subsequent amendments to the MOU approved by the Board extended its term through June 30, 2027. On or about January 23, 2024, the District and HCCS agreed to Amendment No. 3 of the MOU ("MOU Amendment No. 3"), which among other things, confirmed the District's authorization of specified locations HCCS had established for its

operations and made other clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

MOU Amendment No. 3 provides in part:

> "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation."[1] (Emphasis added.)

HCCS is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

Following multiple and varying requests for information and notices of concern over a twelve-month period, the District determined that HCCTS either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS. As a result, and since the District viewed HCCS' material violations of the conditions, standards, or procedures of its Charter and MOU, violations of law, engagement in fiscal mismanagement, as grounds for revocation, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process, with the issuance of a Notice of Violation per Education Code section 47607(g) ("Section 47607") and Title 5, Cal. Code of Regulations, section 11968.5.2 ("Section 11968.5.2").

On June 17, 2025, the District's Board of Trustees unanimously approved the issuance of a Notice of Violation to HCCS. On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to and including September 26, 2025, for HCCS to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation.

At the conclusion of the remedy period, on September 26, 2025, HCCS provided a partial response to the Notice of Violation ("HCCS Response"), which excluded the exhibits and a complete Material Revision Request. The HCCS Response exhibits were provided to the District on September 29, 2025.

District Staff evaluated the HCCS Response and all documentation produced by HCCS. After conducting a thorough, objective, and data-driven review, District Staff determined that HCCS sufficiently addressed one of the violations, but failed to refute to the District's satisfaction, or

[1] "Charter School" as used in the MOU Amendment No. 3 collectively refers to Highlands Community Charter and Technical Schools and HCCS.

remedy all of the violations identified in the Notice of Violation, and found that significant violations continue to exist.

Consequently, District Staff recommended that the Board issue a Notice of Intent to Revoke and notice of facts in support of revocation to HCCS ("Notice of Intent to Revoke") pursuant to Section 47607 and Section 11968.5.2. Based on the findings and recommendation of District Staff, on November 4, 2025, the District's Board unanimously approved the issuance of the Notice of Intent to Revoke based upon its determination that HCCS failed to refute, take remedial action, or propose remedial action specific to each of the alleged violations constituting the following grounds for revocation: (1) HCCS committed a material violation of the conditions, standards, or procedures set forth in its Charter; (2) HCCS violated any law; and (3) HCCS engaged in fiscal mismanagement.

In accordance with Section 47607(h), a Public Hearing was held on December 2, 2025, on the issue of whether substantial evidence existed to revoke HCCS' Charter. As part of the Public Hearing, HCCS was given the opportunity to present to the Board, and public comments were heard.

During a special District Board meeting on January 27, 2026, District Staff presented their analysis of the measures taken by HCCTS/ HCCS to refute and/or remedy the violations identified in the Notice of Revocation as of that date. While the Board thoughtfully considered District Staff's analysis and recommendation regarding revocation, it ultimately did not accept Staff's recommendation and no action was effectively taken regarding HCCS' revocation at that meeting.

The District Board subsequently convened on January 30, 2026, to consider whether to approve the issuance of a Final Decision to Revoke HCCS' Charter and unanimously approved issuance of a Final Decision to Revoke HCCS' Charter effectively immediately. In support of its Final Decision to Revoke HCCS' Charter, the Board adopted the findings of fact contained in the Notice of Intent to Revoke and its exhibits, as initially set forth in the Notice of Violation (NOV), and as stated in the Board adopted Resolution, as its written factual findings, supported by substantial evidence specific to HCCS, and incorporated such findings into this Resolution as though set forth fully therein. In support of its decision to issue a Final Decision to Revoke HCCS' Charter, the Board found that:

> (A) Substantial evidence demonstrates that the violations initially identified in the NOV, and demonstrated in the Notice of Intent to Revoke and exhibits thereto, and as further stated herein, have in fact occurred;
>
> (B) HCCS failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV;
>
> (C) The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by HCCS, and attempts at further corrective actions taken by HCCS, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.

The Board authorized and directed the Superintendent or designee to notify the Sacramento County Board of Education and California Department of Education regarding the revocation approval and to take any such other actions needed to effectuate the purpose of the Resolution and notice of the revocation was provided to the SCBOE via SCOE and California Department of Education with correspondence January 30, 2026.

Should the SCBOE conclude that substantial evidence in the record supports the District's findings as to all, or any one of the grounds for revocation, that determination compels the SCBOE to affirm/uphold the District's revocation decision.

C. Standard of Review on Appeal

Pursuant to Section 11968.5.4, the SCBOE shall within ninety (90) calendar days of receiving HCCS' Notice of Appeal, issue a written decision that explains whether, in the SCBOE's judgment, the District's factual findings are supported by substantial evidence and the District's decision regarding revocation is upheld, pending any further appeal.

> (1) In determining whether the district chartering authority's factual findings are supported by substantial evidence, the county board of education shall consider whether the district chartering authority provided the charter school's governing body as described in the school's charter a Notice of Violation, a reasonable opportunity to remedy the identified violation(s), a Notice of Intent to Revoke, a public hearing, and Final Decision, pursuant to Articles 2 and 2.5 and Education Code sections 47607(f) through (h), inclusive.
>
> (2) If the charter school submits a response to the Notice of Violation pursuant to section 11968.5.2(c), the county board of education shall, in determining whether the district chartering authority's factual findings are supported by substantial evidence, consider whether the charter school complied with the procedures set forth in that section.
>
> (3) The county board of education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties.

Therefore, the SCBOE's first charge is to determine whether substantial evidence exists in the record that HCCS violated the law, violated material terms of its Charter, and engaged in fiscal mismanagement. "Substantial evidence" has been defined by the courts as "'relevant evidence that a reasonable mind might accept as adequate to support a conclusion....'" (*Hosford v. State Personnel Bd*. (1977) 74 Cal.App.3d 302, 307, quoting *Gubser v. Department of Employment* (1969) 271 Cal.App.2d 240, 245) Under this standard, the SCBOE "must view the evidence in the light most favorable to the board's findings and indulge all reasonable inferences in support thereof." (*Hosford v. State Personnel Bd*., at p. 307.)

Pursuant to Section 47607, a charter may be revoked by its chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did **any** of the following:

> (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
>
> (2) Failed to meet or pursue any of the pupil outcomes identified in the charter.
>
> (3) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
>
> (4) Violated any law.

The District Board revoked HCCS' Charter on the following grounds: (1) HCCS committed a material violation of any of the conditions, standards, or procedures set forth in its Charter; (2) HCCS engaged in fiscal mismanagement; and (3) HCCS violated any law. As a result, if the SCBOE determines that there is substantial evidence in the record to support the District's findings in support of revocation for one or more of the above-listed grounds for revocation, it compels the SCBOE to affirm the TRUSD Board's final decision to revoke HCCS' Charter.

SCBOE's second charge is to determine whether substantial evidence in the record exists to demonstrate that HCCS remedied the violations at issue in the Notice of Violation by the close of the remedy period. The District issued a Notice of Violation on June 17, 2025 which afforded HCCS until September 26, 2025 (over 3 months) to remedy the violations. Following review of the evidence submitted to the District in HCCS' Response to the Notice of Violation, District Staff determined that the violations had not been remedied.[2] The District Board thereafter approved issuance of a Notice of Intent to Revoke on November 4, 2025.

In accordance with Section 11968.5.2, the Notice of Intent to Revoke was not issued until after the District determined HCCS failed to successfully remedy the violations within the reasonable time period it was allotted to do so. In other words, the District Board already concluded by approval of the issuance of the Notice of Intent to Revoke, that HCCS failed to sufficiently remedy all of the violations identified in the Notice to Violation by the expiration of the remedy period.

Although HCCS submitted additional materials between September 26, 2025 and January 9, 2026, after expiration of the remedy period, which HCCS asserts are additional remedial actions the District was obligated to consider, the relevant inquiry is whether the violations were remedied by the expiration of the established remedy period (See Section 11968.52). Even if the District were required to consider them, the submissions made by HCCTS after the September 26, 2025, remedy period deadline, largely consisted of revised plans, evolving explanations, and assurances of future compliance, but did not demonstrate that the violations were remedied.

Applicable law does not provide a standard through which the success of remedial actions should be judged nor does it require the District Board to consider remedial efforts taken after the

[2] District Staff found that only one of the violations in the Notice of Violation (the one regarding credential requirements) had been remedied.

reasonable opportunity to remedy period expired.

SCOE's own BP 2400 cited by HCCS in its Appeal concurs with this conclusion stating:

2. "Substantial evidence," within the meaning of Education Code section 47607, shall be evidence that:
   a. Demonstrates that the violation was material.
   b. Supports revocation when viewed as a whole, in light of all relevant information.
   c. Demonstrates that the violation actually occurred.
   d. **Was not cured by the charter school during its reasonable opportunity to remedy the violation**. (Emphasis added.)

Moreover, even if the SCBOE were to consider the full record through January 9, 2026, the evidence still reflects that HCCS failed to remedy the violations and the fiscal mismanagement grounds for revocation of its Charter.

The issue before the SCBOE is therefore narrow and well-defined. The question is not whether HCCS made efforts toward compliance, nor whether alternative conclusions could be drawn. The question is whether substantial evidence in the record supports the District's findings that HCCS failed to remedy the violations and fiscal mismanagement findings identified in the Notice of Violation.

The record demonstrates that HCCS did not.

Across multiple violations, the evidence reflects a consistent pattern: HCCS acknowledged noncompliance, proposed plans contingent on future approvals or future actions, and, in several instances, continued the very conduct that gave rise to the violations. While District Staff, in some instances, recommended that progress toward compliance could support a determination that the violation was remedied, the District Board, consistent with its statutory authority, determined that actual, demonstrable remediation had not been achieved.

Under Education Code Section 47607, that determination is the legally operative one. The District Board is not required to accept assurances of future compliance in place of evidence of actual remediation. Rather, it must determine whether the violations were, in fact, remedied. Here, the District Board reasonably concluded, based on substantial evidence, that they were not.

1. New Board Members

For all of the violations at issue, HCCTS asserts that the removal of all prior Board members constitutes a cure or remedy. It should first be noted that HCCTS failed to secure an entirely new Board of Directors. Additionally, that assertion is fundamentally flawed because changes in governance structure, standing alone, do not correct the underlying operational, fiscal, and compliance failures that gave rise to the violations. While replacing the HCCTS Board may constitute a forward-looking governance change, it does not retroactively remedy prior decision-making failures, remedy deficient internal controls, or restore missing documentation and accountability.

Indeed, replacing the HCCTS Board of Directors does not address the absence of effective oversight, the lack of transparency in prior decision-making, or the failure to ensure compliance with HCCS' Charter and applicable legal requirements. Nor does it remedy the fact that unauthorized, unsupported, or unreasonable expenditures were made.

Further, the wholesale replacement of the HCCTS Board introduces additional concerns regarding institutional capacity and continuity of oversight. Newly seated HCCTS Board members necessarily require significant time to become familiar with the organization's operations, fiscal systems, legal obligations, and compliance framework. Effective governance is developed through sustained onboarding, training, and experience, and cannot be immediately assumed upon appointment. As a result, the asserted "remedy" not only fails to correct past violations, but also creates a period of heightened risk in which the organization may lack the experienced oversight necessary to ensure compliance. At best, this approach is speculative as a corrective measure; at worst, it introduces additional instability and oversight risk at a time when heightened accountability is required.

Accordingly, HCCTS' reliance on starting over with a new Board of Directors as a purported remedy is insufficient, unsupported by the administrative record, and inconsistent with the purpose of the statutory remedy process, which requires demonstrable correction of identified violations, not merely structural change without evidence of actual remedial action.

2. New Executive Leadership

HCCTS similarly asserts that the appointment of new executive leadership effectively cures or remedies the identified violations. That assertion is equally unavailing. While changes in executive leadership may be appropriate as a prospective governance measure, they do not negate the organization's responsibility for ensuring that violations are corrected within the applicable remedy period, nor do they erase the underlying noncompliance that occurred under prior administration.

The statutory cure framework requires HCCS, not any individual administrator, to demonstrate that identified violations have been remedied with verifiable evidence of compliance. Accordingly, the replacement of executive leadership does not establish that fiscal mismanagement has been corrected, or that required internal controls have been implemented and operationalized, or that deficient oversight practices have been remedied. Furthermore, it does not provide evidence that past noncompliance has been reconciled, reviewed, or brought into conformity with HCCS' Charter and appliable legal requirements.

To the contrary, new leadership inherits both the obligations and the deficiencies of the organization at the time of transition. While new administrators may be positioned to implement corrective action moving forward, their appointment does not retroactively cure violations that occurred during prior years, nor does it substitute for documentation demonstrating that remedial actions were actually implemented and effective within the required remedy period.

Moreover, reliance on leadership turnover as a "cure" improperly shifts the focus away from the central inquiry under Education Code section 47607, whether HCCS itself remedied the violations within the prescribed remedy period. Allowing leadership changes to serve as a substitute for demonstrated compliance would undermine the purpose of the statutory accountability framework and permit ongoing noncompliance to be excused through personnel changes alone.

Accordingly, HCCTS' reliance on the appointment of new executive leadership as a purported remedy is insufficient as a matter of law and unsupported by the administrative record. The District's findings remain grounded in whether the violations were actually remedied, not whether new personnel were installed after the fact.

3. Violation of Charter – Grade Level Changes

The District was not required to consider materials submitted after the September 26, 2025, remedy period had lapsed, and Staff findings adopted by the Board in support of revocation are set forth in the Notice of Intent to Revoke. (HCCS Appeal, p. 1259.[3]) Even if considered, HCCS' additional submissions further substantiate those findings and confirm that the violation was not remedied and is continuing.

Substantial evidence in the record supports the District's finding that HCCS committed a material violation of the Charter by expanding grade levels without obtaining an approved material revision. Substantial evidence in the record also supports the fact that the violation was not remedied.

HCCTS expressly acknowledged the violation, stating it would "…take responsibility for not following the proper procedures." (HCCS Appeal, p. 6508.) This admission alone constitutes substantial evidence supporting the District's finding.

The record further reflects that HCCTS was aware of the need to address the violation as early as June 2024. (HCCS Appeal, p. 6508.) The District issued a Notice of Violation on June 17, 2025, and required submission of all materials, responses, and evidence by September 26, 2025. The Notice of Violation was issued approximately two months before HCCS's first day of school (August 14, 2025). HCCS had ample time before the start of the 2025-26 year to comply with the terms of its Charter. Instead, HCCS chose to perpetuate the violation by enrolling students into 9th and 10th grade as evidenced in multiple citations, including, but not limited to the Instructional Requirements Report that outlined instructional minutes for 9th -12th grade. (HCCS Appeal, p. 7562.) HCCS made the decision to submit a remedy plan that would require an approved material revision rather than complying with the terms of its Charter.

Between September 26, 2025 and January 2, 2026 HCCS submitted three (3) material revision requests. The first material revision request was submitted on September 29, 2025, although an incomplete submission was received on September 26, 2025. (HCCS Appeal, p. 6564); the second submitted on October 10, 2025 (HCCS Appeal, p. 7784); and the third submitted on January 2, 2026 (HCCS Appeal, p. 5302).

The material revision requests submitted on September 29 and October 10 constituted essentially entirely new petitions (HCCS Appeal, pp. 7783-8107), as it left very little of the original Charter content intact. HCCTS actually submitted two material revision requests on October 10, one for CICA and another for HCCS. The late submission of these requests after the conclusion of the remedy period had expired, did not allow sufficient time for the entire material revision process, which required the District to conduct a full petition review, provide feedback through redline

[3] The citation to "HCCS Appeal" here and throughout the TRUSD Response are in reference to the numbered appeal documents submitted to SCOE by HCCS with its notice of appeal documents on 2/27/26.

versions, and conduct a second review of the updates, before a determination regarding the violation would be made in January 2026. Outlined below are the dates and activities/actions completed for the review of the material revision requests submitted on October 10.

Date	Activity/Action
October 10	HCCTS re-submitted material revision requests for both schools (CICA and HCCS)
October 10 – October 15 (3 work-days)	TRUSD legal counsel and staff reviewed petitions to ensure they were complete.
October 16 to November 19 (23 work-days)	TRUSD staff and legal counsel conducted the initial review of both material revisions and sent redline versions to HCCTS for edits (November 19).
November 20 – December 2 (12 business-days)	HCCTS edited and returned the material revision requests asserting that all required changes were included.
December 3 – December 15 (9 work-days)	TRUSD staff and legal counsel conducted a second review to ensure all required changes were included. This review found that both petitions failed to address all required changes including, but not limited to, compliance with physical fitness assessment (HCCS Appeal, p 5985). In this instance, HCCS specifically stated they would not implement the required assessment.
December 16 and 18	HCCS and TRUSD met via zoom on both days to discuss the changes that HCCTS failed to make in the petitions.
December 19	HCCTS formally withdrew both petitions and stated intent to re-submit material revision requests that only addressed the violation regarding site locations.

Valuable time was lost during this time because HCCS waited until December 19, 2025, to pivot from the material revision to identifying actual steps toward compliance. As outlined below, the record reflects that HCCTS proposed multiple grade-level transition plans between December 2, 2025 and January 2, 2026. However, these plans did not bring HCCS into compliance with its Charter. HCCS continues to serve students in 9th and 10th grade to date.

In the first transition plan, presented on December 12, 2025 (HCCS Appeal, p. 5046), HCCTS proposed mass moving all students currently enrolled in 9th and 10th grades into 12th grade. However, this plan would have constituted another material violation because it ignored the process described in the Charter for moving students into grade 12. The Charter outlines a structured, data-driven process for student progression into high school (i.e., 12th grade) and includes specific assessment criteria for the transition. (HCCS Appeal, p. 1318, under header "Re-designation".) The proposed transition plan did not reflect the described process but instead

contemplated placements inconsistent with the Charter. This demonstrates that the proposed plan did not align with the Charter requirements and therefore was not remedied.

In the second transition plan submitted on January 2, 2026, HCCS proposed an alternative approach in which returning students would be enrolled into 9th and 10th grade. This proposal would have perpetuated the violation. Specifically, HCCTS' plan stated, "…students of Highlands who were previously placed in grades 9 or 10 and are now on the waitlist seeking to return would be placed in the appropriate high school grade level (e.g., in grade 9 if they started but had not yet completed 9th grade, or in 10th grade if they previously completed 9th grade or in 12th grade if they have transitioned from 9th and 10th grades)." (HCCS Appeal, p. 5289.) This proposal contemplated continuing to enroll students in grade levels not authorized under HCCS' Charter and therefore also demonstrated that the violation was not remedied.

The District received a third grade-level transition plan, submitted on January 9, 2026. (HCCS Appeal, pp. 5284–5285). In this third plan, HCCTS proposed to postpone full compliance with the Charter until "July 1, 2026." While this third plan asserted future compliance, the District had previously notified HCCTS in the Notice of Intent to Revoke (HCCS Appeal, p. 1259) that assertions without evidence did not demonstrate compliance.

HCCTS asserts that the District's revocation findings are not supported by substantial evidence because District staff indicated during the January 27, 2026, Board meeting that this violation could be considered remedied. However, the record reflects that despite Staff's recommendation related to this violation, the District Board did not accept this recommendation and ultimately determined that substantial evidence supporting the Board's conclusion that the violation was not remedied.

Taken together, HCCTS' admission, the sequence of proposals, revisions, and withdrawals; timelines reflecting delayed and incomplete action; and the transition plans that did not align with the Charter, constitute substantial evidence supporting the District Board's finding that HCCS committed a material violation and the violation was not remedied. Regardless of whether the material revision request submitted to the District related to this Charter violation was denied by the Board, the fact remains that this violation had not been remedied by the time the remedy period had lapsed and District Staff and the Board found that HCCS' proposed remedial action did not sufficiently address this violation.

As stated in the Notice of Intent to Revoke, "The HCCS Response failed to provide any evidence or information as to how the Charter School will transition to approved grades in order to ensure compliance with the current Charter or to add 11th grade (should the material revision be approved). The HCCS Response failed to provide any plans, timelines, or actions that will be taken in order to transition from the current structure to the approved grade levels." (HCCS Appeal, p. 1242.)

4. Violation of Charter – Location Changes

As stated above, the District was under no obligation to consider evidence submitted after the September 26, 2025, remedy period had lapsed, and Staff findings adopted by the Board in support of revocation are set forth in the Notice of Intent to Revoke. (HCCS Appeal, pp. 1260-1261.) Even so, a review of HCCS' additional submissions further substantiates those findings and confirms that the violation was not remedied.

Substantial evidence in the record supports the District's finding that HCCS committed a material violation of the Charter and MOU Amendment No. 3 by expanding operations to additional locations and/or relocating existing locations, including satellite facilities or resource centers, without obtaining an approved material revision. Substantial evidence also supports the District's finding that this violation was not remedied.

HCCTS expressly acknowledged the violation, stating: "Highlands acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU. This was a failure of compliance, and we take responsibility for it." (HCCS Appeal, p. 6509.) This admission alone constitutes substantial evidence supporting the District's finding.

The record further reflects that HCCTS was aware of the need to address the violation as early as June 2024. (HCCS Appeal, p. 6508.) The District issued a Notice of Violation on June 17, 2025, and required submission of all materials, responses, and evidence by September 26, 2025. Since the NOV was issued before the first day of school for the 2025-26 year (August 14, 2025), HCCS had nearly two months to identify student-serving locations that complied with the terms of the approved petition and MOU. Instead, HCCTS chose to perpetuate the violation by utilizing locations that were not approved. HCCS made the decision to submit a remedy plan that would require an approved material revision rather than complying with the terms of the approved Charter.

During the December 2, 2025, District Board meeting, HCCTS representatives confirmed that HCCS was still operating at unapproved locations, making commitments to return to the approved sites if the proposed material revision request was denied. HCCTS representatives further indicated that future location decisions could be made from among any approved sites. HCCTS did not provide actionable plans or information as to which sites they were referencing. (HCCS Appeal, December 2, 2025, Board Meeting Video, Minute Marker 0:58:00–1:01:24.) This evidence reflects that HCCS continued operating at unapproved locations and openly refused to identify the sites they intended to return to, if the material revision were denied.

As stated above in this TRUSD Response regarding the grade-level violation, HCCTS submitted three (3) material revision requests between September 26, 2025 and January 2, 2026. The first material revision request was submitted on September 29, 2025, although an incomplete submission was received on September 26, 2025 (HCCS Appeal, p. 6564); the second on October 10, 2025 (HCCS Appeal, p. 7784); and the third submitted on January 2, 2026 (HCCS Appeal, p. 5302). These submissions show a clear pattern in which HCCS expended significant time and energy trying to get approval for violations, rather than taking action to ensure compliance.

The third, and final proposed material revision request was not submitted until January 2, 2026, and was denied on January 13, 2026. In this final request, HCCS proposed, through a material revision, to operate at 17 locations (14 student serving locations and 3 administrative locations). HCCS provided verbal commitments to return to approved locations if the revision request was denied. (HCCS Appeal, p. 5040.) The record reflects that HCCS was occupying all fourteen (14) student serving locations. Of these 14 locations, HCCS was approved to operate at thirteen (13). The only location that HCCS needed to vacate in order to be compliant with MOU Amendment No. 3 was 10013 Folsom Blvd, Sacramento, CA 95827 (see table below).

*Approved	Address
YES	33rd St. 2520 33rd St, Sacramento, CA 95817
YES	37th Ave. 3301 37th Avenue, Sacramento, CA 95824
YES	Boxwood St. 2260 Boxwood Street, Sacramento, CA 95815
YES	Center Pkwy. 7839 Center Parkway, Sacramento, CA 95823
YES	College Oak Dr. 4545 College Oak Drive, Sacramento, CA 95841
NO	Folsom Blvd. 10013 Folsom Blvd, Sacramento, CA 95827
YES	Franklin Blvd. 5961 Franklin Blvd, Sacramento, CA 95824
YES	1333 Grand Avenue, Sacramento, CA 95838
YES	Howe Ave. 1111 Howe Avenue, Sacramento, CA 95825
YES	Industrial Pkwy. 8180 Industrial Parkway, Sacramento, CA 95824
YES	Marconi Ave. 3727 Marconi Ave, Sacramento, CA 95821
YES	Old Auburn Rd. 7817 Old Auburn Road, Citrus Heights, CA 95610
YES	800 Todhunter Ave., West Sacramento, CA 95605

**Approved locations are listed in MOU Amendment No. 3 in the HCCS Appeal, pp. 354-356.*

After the material revision request was denied on January 13 and during a presentation to the TRUSD Board on January 27, 2026, HCCTS provided two conflicting statements regarding the location violation:

- HCCTS asserted it had submitted plans that, once implemented would cure the violation. Specifically, HCCTS represented that, "HCCS has submitted formal plans to cure alternatively" as noted at the bottom of the presentation slide for grade-level and location violations (HCCS Appeal, p. 5270).

- HCCTS also represented that HCCS had "…returned to the locations approved in MOU Amendment No. 3" (HCCS Appeal, p. 5272).

However, District Staff confirmed that rather than confirming that HCCS had vacated from the 10013 Folsom Blvd. location, HCCTS assured that HCCS was in the process of "moving to locations that are approved." (HCCS Appeal, p. 2517.) The record does not include a termination agreement or even communications between HCCS and the landlord (Buzz Oates Management Services) to indicate the site has even been vacated. Evidence that HCCS had vacated from the location was absolutely necessary to ensure compliance, especially with assertions made by HCCTS on January 13, 2026, that they would move from unapproved locations.

Taken together, HCCTS' admission, its continued operation at the unapproved location, and the absence of a defined and implemented plan to return to approved sites within the time provided, constituted substantial evidence supporting the District's finding that HCCS committed a material violation of its Charter and failed to remedy that violation.

5. Violation of Law – Failure to Submit Annual Independent Audit Report

While the remedy period lapsed on September 26, 2025, and the District's operative findings regarding this violation are those contained in the Notice of Intent to Revoke (HCCS Appeal, p. 1262), the following also addresses HCCS' post-remedy period submissions. As shown below, those additional submissions do not alter, and in fact further support the conclusion that the violation was not remedied.

Substantial evidence in the record supports the District's finding that HCCS committed a violation of law for failure to submit the independent audit report. Substantial evidence also supports the District's finding that this violation was not remedied.

HCCTS expressly acknowledged the violation, stating: "Highlands acknowledges that the 2023–24 audit has not yet been submitted to TRUSD and that multiple deadlines were missed. (HCCS Appeal, p. 6511.) This admission alone constitutes substantial evidence supporting the District's finding.

The District's decision to proceed with revocation of HCCS' Charter is supported by substantial evidence demonstrating that HCCS failed to remedy the violation of law - the requirement to submit a valid independent financial audit. Although the Charter School ultimately submitted a 2023–24 report on January 2, 2026, the report did not result in an unqualified or even qualified opinion. Instead, the auditor (Eide Baily) issued a disclaimer of opinion, indicating an inability to obtain sufficient appropriate evidence to form any conclusion regarding the reliability of the financial statements.

Eide Bailly provided a letter dated December 31, 2025 (HCCS Appeal, pp. 5664-5665) in which the auditor clearly indicated that the 2023-24 report does not constitute a compliant audit and confirms the absence of any reliable financial review. In the auditor's letter to the HCCTS Board of Directors, Eide Bailly stated:

> "Our responsibility is to conduct an audit in accordance with auditing standards generally accepted in the United States of America and to issue an auditor's report. However, because of the matter described in the Basis for Disclaimer of Opinion section of our report, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on these financial statements." (HCCS Appeal, p 5665.)

An audit, by definition, culminates in an opinion supported by sufficient and appropriate evidence. Here, the auditor explicitly disclaimed that HCCS did not provide such evidence and, therefore, no opinion could be rendered. As a result, the report provides no assurance as to the accuracy, completeness, or reliability of the HCCS's financial statements.

In effect, the report submitted is equivalent to not completing an audit at all. The auditor did not validate the financial records, did not reach any conclusions regarding their fairness, and did not provide the fundamental assurance required under law. Instead, the report affirmatively establishes that the auditor could not perform the core function of an audit. Under these circumstances, the District reasonably concluded that HCCS failed to meet its statutory obligation to submit the 2023-24 independent audit conducted in accordance with generally accepted auditing standards.

Compounding these concerns, the audit expressly conveyed the auditor's "substantial doubt" about the organization's "ability to continue as a going concern." (HCCS Appeal, p. 5664.) These findings reflect a fundamental breakdown in fiscal management and internal controls, leaving the District without any reliable basis to assess the Charter School's financial condition. Education Code section 47607 requires that revocation decisions be supported by substantial evidence, defined as evidence that is reasonable, credible, and of solid value. Here, the record contains substantial evidence that HCCS did not satisfy its legal obligation.

While HCCTS' remedy plan included a commitment for timely submission of the audit report in the future, HCCS has failed to follow-through with this commitment. As of the date of this TRUSD Response, HCCTS has not submitted their 2024-25 audit, which was due December 15, 2025. While the District understands that the March 30, 2026, correspondence from SCOE indicated that our arguments in response to the appeal are to be confined to the appeal record, and no new evidence will be considered, this fact clearly illustrates that the TRUSD Board appropriately found that HCCS failed to sufficiently remedy this violation of law. As identified by District Board President Jefferson during the November 4, 2025, Board meeting, "There has to be a process where we can get Highlands Charter into compliance because this has been ongoing for more than a year." (HCCS Appeal, November 4, 2025, Board Meeting Video, Minute Marker 2:13:01.)

Accordingly, the District has determined that HCCS failed to refute this violation to the satisfaction of the District or remedy this violation. Moreover, the District acted within its oversight authority and duty to protect public funds and ensure compliance with applicable law. Accepting a no-opinion audit as sufficient would be inconsistent with legal requirements and impair our ability as authorizer to conduct meaningful fiscal oversight.

6. Violation of Law – Failure to Track Minimum Instructional Minutes

In making its decision to revoke HCCS' Chater based upon this violation of law, the Board incorporated the findings set forth in the Notice of Intent to Revoke, which reflect the District's final determination at the close of the remedy period. Those findings are supported by substantial evidence in the record and are reproduced below for SCBOE's reference and consideration:

> While the HCCS Response references a pending decision from the Education Audit Appeal Panel regarding the State Auditor's Report, the District notes that the NOV neither cited nor relied upon any findings from the Auditor's Report. As outlined in the NOV, the District's conclusions were based on direct observations made during site visits and corroborating evidence identified in the District commissioned Attendance Audit finalized in January 2025.
>
> In Exhibit AI of the HCCS Response, HCCS included a student calendar for the 2025-26 school year. Many of the teacher work days and student minimum days were missing from the calendar. On October 8, 2025 the District sought clarification regarding the discrepancies. HCCTS apologized for the confusion and provided a second calendar, stating that the updated version was correct. A subsequent communication from HCCTS on October 13, 2025 provided a third calendar. HCCTS indicated that they had made another error and they were intending to bring the most recent (October 13) calendar to the HCCTS Board the following week. To-date, HCCTS has not provided the District with the final, HCCTS Board approved student calendar.
>
> The HCCS Response indicates that the Charter School is partially relying on the decision made by the Education Audit Appeal Panel to fully cure and/or remedy this violation. Therefore, the District cannot make the determination that this violation has been remedied or cured without the final determination regarding the EAAP appeal.
>
> Although the District acknowledges the level of detail in the HCCS Response and the reported efforts to increase student engagement, the core issue remains unresolved: students cannot be required to attend at least 80% of the time when classroom capacity

does not accommodate all students listed on a teacher's roster. The HCCS Response failed to include documentation verifying classroom capacity, student-to teacher ratios, or teacher rosters/records necessary to confirm that enrollment does not exceed facility limitations.

The NOV further cited observations of students being sent home with packets and others arriving and leaving intermittently without remaining for instruction. HCCS provided no evidence that these practices have been corrected, communicated to staff, or are being actively monitored for compliance. The District finds that the submission of revised Board Policies, absent corresponding evidence of implementation or oversight, is insufficient to demonstrate that corrective actions have occurred.

Accordingly, HCCS's assertions remain unsupported by verifiable evidence. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

(HCCS Appeal, pp. 1263-1264.)

7. Violation of Law – Violation of WIOA Exclusive Partnership Agreement

The District Board's final decision to revoke for violation of the WIOA exclusive partnership agreement is grounded in Staff's findings contained in the Notice of Intent to Revoke, which documents the District's findings as of the close of the remedy period and were incorporated by the Board in support of its decision. These findings constitute the evidentiary basis for the District's action. The pertinent Notice of Intent to Revoke language may be reviewed on pages 1266-1267 of the HCCS Appeal and is provided below for the SCBOE's reference and consideration.

The HCCS Response acknowledges that prior practices violated the requirements of WIOA, which mandates that instruction be provided exclusively in partnership with WIOA programs. In the HCCS Response, HCCTS restated actions taken prior to the issuance of the NOV and asserted a commitment to correcting past errors and ensuring future compliance. However, the three (3) exhibits submitted were identical to those previously provided to the District and did not offer any new or substantive evidence to refute or remedy the violation.

Due to the absence of additional supporting documentation, the District finds that this violation remains unremedied. Furthermore, the District notes material inconsistencies between statements provided by the CTE Instructor and representations made in the HCCS Response. Accordingly, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

8. Engaged in Fiscal Mismanagement – San Diego Administrative Location

While the remedy period lapsed on September 26, 2025, and the District's operative findings regarding this violation are those contained in the Notice of Intent to Revoke (HCCS Appeal, p. 1268), HCCS' post-remedy period submissions further demonstration that the violation was not remedied.

Substantial evidence in the record supports the District's finding that HCCS engaged in fiscal mismanagement by securing a site at 406 9th Avenue, Suite 310, San Diego, CA 92101 ("San Diego site"), which constituted a significant and inappropriate expenditure of public funds. The location is advertised as a 1,068 square foot condominium that "Includes a dedicated balcony with unparalleled views of Petco Park", a Major League Baseball stadium. This facility was located nowhere near HCCS students. (HCCS Appeal, pp. 4670-4672.)

HCCTS expressly acknowledged the violation by stating that the decision "was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students." (HCCS Appeal, p. 4890.) This admission alone constitutes substantial evidence supporting the District's finding.

The record further reflects that the District Board articulated concerns regarding both the nature of the expenditure and the lack of a plan to address this misuse of public funds. During the December 2, 2025, Board meeting, Trustee Elkarra stated: "I understand it was to expand into the San Diego region, but my understanding is that this was, like, a penthouse, like, overseeing the baseball stadium. It was a very expensive suite, you know, why not just rent an office space somewhere in San Diego? Why, you know, spend so much money…" (HCCS Appeal, December 2, 2025, Board Meeting Video, Minute Marker 2:43:29.)

Separately, Trustee Baker directly raised the issue of financial remediation, asking "How the tax payers are going to get that money back…", and further stating that this was an essential question he was "...going to need to be addressed." (HCCS Appeal, December 2, 2025, Board Meeting Video, Minute Marker 1:31:42.) In response to Trustee Baker's question regarding recovery of funds, HCCTS legal counsel stated: "They're not. They're not gonna get it back." (HCCS Appeal, December 2, 2025, Board Meeting Video, Minute Marker 1:32:07.) This response demonstrates that HCCTS declined to pursue or even consider a path to possibly recoup the improperly expended public funds. As a result, HCCTS failed to identify a remedy reasonably calculated to address the fiscal violation.

Although HCCTS leadership asserted that they could not "go back in time" to address past expenditures, the record shows they understood that corrective action may include efforts to recover previously expended funds. HCCTS acknowledged taking such steps in other contexts, stating:

> "I can tell you, though, that with regard to some expenses, the school has sent letters. Asking for money to be **returned to the school**. And specifically, that relates to the trip to Hawaii and the trip to Paris that occurred. Jonathan personally sent the letters to the individuals who went on those trips, **demanding they return that money.**" (HCCS Appeal, December 2, 2025, Board Meeting Video, Minute Marker 1:34:04.)

These actions demonstrate HCCTS recognized that seeking repayment is a viable means of addressing improper expenditures. However, HCCTS leadership did not propose or pursue a comparable remedy to address the funds expended on the San Diego site.

The District informed HCCS of its failure to remedy the violation as described in the November 4, 2025 Notice of Intent to Revoke: "The District notes that considerable public funds were expended on a facility that has not been used to serve HCCTS students, and no evidence has been

provided to demonstrate that these expenditures have been appropriately addressed, mitigated, or remedied. Although the District recognizes the actions taken to reduce ongoing costs, this violation remains unresolved." (HCCS Appeal, p. 1268.)

On January 2, 2026, HCCS provided a remedy plan with an explanation of the evidence they had submitted to address the violation. (HCCS Appeal, pp. 5910-5912.) The remedy plan focused exclusively on the San Diego lease agreement and promises of future compliance through updates to HCCTS board policies. HCCS did not present corrective actions directed at restoring misused public funds or otherwise mitigating the fiscal impact.

During the January 27, 2026, District Board meeting, District Staff presented its findings and recommendation regarding this fiscal mismanagement basis to revoke. (HCCS Appeal, p. 2518.) The presentation on page 2518 shows that staff found that HCCS had terminated or bought out the lease (addressing the cessation of future expenses), adopted or revised board policies (which included requirements already outlined in law), and updated the fiscal policies and procedures manual (promises of future compliance). District Staff represented that they believed the violation could be considered remedied because HCCTS addressed the issue of ongoing expenditures and promised to comply with law moving forward. However, Staff did not find that HCCS had addressed the misspent funds. The District Board ultimately disagreed with Staff's recommendation related to this fiscal mismanagement ground to revoke, concluding that the fiscal harm had not been addressed, and that HCCS failed to remedy the violation as no attempt was made to return the misused public funds.

HCCTS's chosen course of action was limited to a two-month early lease termination which failed to address the core issue identified by the District - the improper expenditure of public funds and the absence of accountability for those funds. HCCTS' failure to explore any potential avenue for restitution or mitigation substantially supports the Board's determination that the violation remained not sufficiently remedied. Accordingly, the District Board's determination to revoke HCCS' Charter is supported by substantial evidence and reflects a rational and appropriate exercise of its oversight responsibility to ensure fiscal accountability and protect against the inappropriate use of public funds.

9. Engaged in Fiscal Mismanagement – Marysville 2 Baseball Field

As stated above, the District was under no obligation to consider evidence submitted after the September 26, 2025, remedy period had lapsed, and Staff findings adopted by the Board in support of revocation are set forth in the Notice of Intent to Revoke. (HCCS Appeal, p. 1269.) Even so, a review of HCCS' additional submissions after the remedy period had lapsed, further substantiates those findings and confirms that the violation was not remedied.

Substantial evidence in the record supports the District's finding that HCCS engaged in fiscal mismanagement and misuse of public funds related to the Marysville baseball field location. Substantial evidence also supports the District's finding that the violation was not remedied.

HCCTS expressly acknowledged the violation, stating that the decision was "unsound and did not reflect appropriate planning or stewardship of public resources." HCCTS further admitted that "Entering into the lease and purchasing equipment were poor decisions that created the appearance - and in practice, the reality - of fiscal mismanagement." (HCCS Appeal, p. 4891.) This admission alone constitutes substantial evidence supporting the District's finding.

The record reflects that HCCS and the City of Marysville entered into a questionable agreement. (HCCS Appeal, pp. 7696-7697.) This agreement obligated HCCS to make monthly rent payments starting at $2,000 per month but did not provide HCCS with access to the baseball field. Instead, it obligated HCCTS to assume extensive financial and operational responsibilities. The only access to the facility as described in the agreement was limited to "Other Reserved Events." There is no other provision that described any other access to the facility for HCCS students and/or staff.

Specifically, the agreement states "Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a **minimum of 60 days advance notice** of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld." (HCCS Appeal, p. 7695.)

While the language restricted access to the facility, it also imposed broad financial obligations on HCCS, including responsibility for capital repairs and major systems: "Lessee is Responsible for all Aspects of Maintenance and Repair…These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City owned capital facilities therein." (HCCS Appeal, pp. 7696-7697.) These obligations included, but were not limited to:

- **Regular Maintenance -** "…be responsible for regular maintenance… seats, public lavatories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems." (HCCS Appeal, pp. 7696-7697.)
- **No "Wear and Tear" Considerations** - The facilities must be "…in at least as good or better condition at the end of this Agreement…Lessee's obligations of maintenance, replacement and repair shall not take into consideration 'reasonable wear and tear'. To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of 'ordinary wear and tear'." (HCCS Appeal, p. 7697.)
- **Structural Repairs, Plumbing, and Electrical -** "Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause." (HCCS Appeal, p. 7697.)
- **Taxes/Levies -** "Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject." (HCCS Appeal, p. 7703.)

The record reflects (HCCS Appeal, pp. 4726-4731) that between May 2023 and January 2025, HCCS expended approximately $228,305 in public funds related to the baseball field.

- 99,276.95 in maintenance and repairs
- $21,050.00 in OSHA-related corrections
- $23,206.25 in utilities
- $30,477.66 in field use fees (this in addition to monthly rent)
- $44,087.81 in rent.

The record further reflects inappropriate transactions associated with the facility, including a $25,000 donation characterized as a "sponsorship" (HCCS Appeal, p. 1063); a termination agreement requiring payments exceeding $33,000 through April 30, 2026; and the transfer of publicly funded equipment valued at more than $52,000 to the City of Marysville for $1 (HCCS Appeal, pp. 4640-4642). This evidence further supports the District's finding that public resources were used in a manner inconsistent with prudent fiscal management and that considerations for a method to make the taxpayers whole was never a consideration for HCCTS.

With respect to its asserted remedy to address this ground to revoke, HCCS points to the termination agreement that required lease through April 30, 2026, the adoption of new HCCTS board policies, and implementing leadership changes.

The termination agreement HCCTS entered into with the City stated, "City shall continue to receive payment equal lease payments from Lessee from December 1, 2024, through April 30, 2026, in the amount of $33,639.80. (HCCS Appeal, p. 4640.) By signing this agreement, HCCS committed itself to continued financial obligations through the end of April 2026.

While HCCTS has adopted policies related to this violation, the addition of HCCTS authored policies does not provide evidence of achieved compliance and does not address recovery of expended funds or demonstrate implementation of enhanced fiscal controls sufficient to prevent similar expenditures in the future.

The record reflects that HCCS did not take action or make any attempt to recover or reimburse the public funds expended under the agreement. As referenced above, the TRUSD Board expressed significant concern with the misuse of public funds and inquired about how HCCTS would address these expenditures (HCCS Appeal, December 2, 2025, Board Meeting Video, Minute marker 1:31:42.) By declaring that the taxpayers are "not going to get it back" (HCCS Appeal, December 2, 2025, Board Meeting Video, Minute Marker 1:32:07), HCCTS discarded the concerns expressed by the District Board, opting for a remedy plan that essentially consisted of promises of future compliance.

Taken together, HCCS's admission, the terms of the facility agreement imposing substantial financial obligations with limited educational access or benefit, the waste of significant public funds, the transfer of publicly funded assets for nominal value, and the failure to make any attempts at making taxpayers whole, constitutes substantial evidence supporting the District's determination that HCCS failed to remedy this failure to remedy this engagement in fiscal mismanagement ground to revoke.

D. Conclusion

The record before the SCBOE contains substantial evidence supporting the District's findings in support of revocation.

For each violation, there is substantial evidence on the record that HCCS violated the law, its Charter/MOU, and engaged in fiscal mismanagement, and failed to remedy those violations within the required remedy period (June 17, 2025 – September 26, 2025). In multiple instances, HCCS continued to operate out of compliance, failed to provide required documentation, and relied on assurances of future compliance rather than demonstrating that compliance had been achieved and violations remedied.

HCCS' assertions that progress, intent, or future plans should be deemed sufficient to find that its violations have been remedied is inconsistent with the statutory framework. Education Code section 47607 requires that violations be remedied, not merely addressed through proposed actions or deferred commitments. The District Board properly applied this standard and concluded that based upon substantial evidence HCCS violated the law, its Charter, and engaged in fiscal mismanagement, and that HCCS failed to sufficiently remedy these violations.

While District Staff identified areas of improvement and, with some of the violations recommended that progress made by HCCS could support a finding that the violation had been remedied, the District Board did not accept Staff's recommendation and ultimately determined that the violations were not remedied. That determination and final decision to revoke was within the District Board's lawful authority and discretion and is supported by substantial evidence in the record.

Even when viewed individually, the violations provide substantial evidence supporting revocation. Taken together, the violations demonstrate a broader pattern of noncompliance, including:

- Expanding grade levels without an approved material revision
- Continued operation at unapproved locations;
- Failure to produce a valid independent audit;
- Misuse of public funds without meaningful corrective action; and
- Failure to establish or document compliance with instructional minute requirements.

These are not technical or minor deficiencies, but fundamental failures affecting fiscal integrity, legal compliance, and the District's ability to provide effective oversight.

HCCS was afforded both notice and ample opportunity to remedy these violations. Rather than demonstrating compliance within the remedy period, HCCS elected to pursue alternative strategies, seeking approval after the fact, revising plans, and offering assurances of future compliance. In doing so, HCCS assumed the risk that such efforts would not be sufficient for the District Board to decline to revoke HCCS' Charter, which the District Board ultimately concluded that it did not based on substantial evidence.

Should the SCBOE conclude that substantial evidence in the record supports the District's findings as to all, or any one of the grounds for revocation, that determination compels the SCBOE to affirm/uphold the District's revocation decision. Therefore, the District respectfully urges the SCBOE to affirm/uphold the District Board's decision to revoke HCCS' Charter.

Sacramento County Office of Education Analysis

Highlands Community Charter School and California Innovative Career Academy Charter Revocation Appeals

May 19, 2026

Sacramento County Office of Education Analysis

Highlands Community Charter School and California Innovative Career Academy Charter Revocation Appeals

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SACRAMENTO COUNTY OFFICE OF EDUCATION
ANALYSIS OF HIGHLANDS COMMUNITY CHARTER SCHOOL AND CALIFORNIA INNOVATIVE CAREER ACADEMY CHARTER REVOCATION APPEALS

I. INTRODUCTION

On January 30, 2026, the Twin Rivers Unified School District ("District") Board of Trustees ("Board") revoked the charters of the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") (collectively "Charter Schools"). Both HCCS and CICA are operated by Highlands Community Charter and Technical Schools ("HCCTS"), a nonprofit public benefit corporation. On February 27, 2026, the Charter Schools timely filed appeals from the revocations to the Sacramento County Board of Education (County Board), under Education Code section 47607, subdivision (i).

On appeal, the County Board's scope of review is limited to determining whether the revocation findings made by the District Board are supported by substantial evidence. (Ed. Code, § 47607, subd. (i).)

The Education Code identifies three potential outcomes for charter revocation appeals:

- The County Board "may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence." (Ed. Code, § 47607, subd. (i)(2).)

- The County Board may affirm the revocation if it finds that the findings of the District Board are supported by substantial evidence. (Ed. Code, § 47607, subd. (i)(2).)

- If the County Board does not issue a decision on the appeal within 90 days of receipt, the Charter School may appeal the revocation to the State Board of Education (SBE). (Ed. Code, § 47607, subd. (i)(3)) If the County Board does not issue a decision within 90 days, the District's decision is upheld, pending any further appeal. (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b).)

If the County Board upholds a revocation or does not issue a decision on the appeal, the Charter School may appeal to the SBE. If the County Board reverses a revocation, the District may appeal to the SBE. (Ed. Code, § 47607, subds. (i)(2),(3).)

If the County Board (without further appeal) or SBE reverse the revocation, the Charter School would return to authorization by the District. (Ed. Code, § 47607, subd. (k).)

II. SUMMARY OF ANALYSIS

The threshold question for the County Board is whether the District's revocation of the charters was supported by substantial evidence. The County Board may uphold the revocations if it finds that the revocations were supported by substantial evidence; it may reverse the revocations if it finds that they were not supported by substantial evidence.

In *Napa Valley Unified School District v. State Bd. of Education* (2025) 110 Cal. App. 5th 609, 625 the court explained:

> Under the substantial evidence test, our review begins and ends with a determination of whether there is substantial evidence, contradicted or uncontradicted, to support the findings. We do not reweigh the evidence and are bound to indulge all presumptions and resolve all conflicts in favor of the administrative decision. Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a conclusion.

After issuing several requests for information and Notices of Concern to the Charter Schools over many months, the District initiated the formal revocation process by issuing a Notice of Violation (NOV) in June 2025 for material violations of the charter and Memorandum of Understanding (MOU), failure to meet generally accepted accounting principles, engaging in fiscal mismanagement, and violations of law. The Notice of Violation provided the Charter Schools with a remedy period up to and including September 26, 2025 (HCCS 28-6500; CICA 36-6428)[1]. The District concluded that the Charter Schools had not remedied the violations by the end of the remedy period. The appeal record includes adequate evidence to support this conclusion (*Id.*; HCCS 1254-1270, 6505-6525, 2483-2500; CICA 1439-1455, 6433-6453, 2884-2901). As a result, on November 4, 2025, the District Board issued a Notice of Intent to Revoke and moved forward with the legally required revocation proceedings, including holding public hearings on the revocations and taking final action on the revocations within the legally required time periods (HCCS 1254-1274, 8212-8217, 8170-8190; CICA 1439-1472, 7152-7157, 7110-7130).

After the District Board adopted the Notice of Intent to Revoke, the Charter Schools continued their efforts to remedy their violations after the remedy deadline through January 2026. At the January 27, 2026 Board meeting on the final revocation decisions, District staff recommended that the Board decline to revoke the charters based on staff's findings that the Charter Schools had successfully refuted or remedied all violations after the conclusion of the remedy period (HCCS 8206-8207; CICA 7146-7147). However, the District Board declined to adopt the staff's recommendations and, on January 30, 2026, adopted resolutions revoking both Charter Schools based upon the findings and supporting evidence submitted with its November 4, 2025 Notice of Intent to Revoke, in which it determined that the Charter Schools had not sufficiently remedied its violations by the end of the remedy period (HCCS 6503-6504; CICA 6431-6432).

The evidence in the appeal record shows that the District provided the notices and procedures required by Education Code section 47607, subdivision (h) before revoking the Charter Schools. The issue that arises is whether the District was required to consider the remedies performed by the Charter Schools *after* the close of the remedy period on September 26, 2025 to refute or remedy its violations. If not, the record contains substantial evidence to support the charter revocations.

However, if the District was required to consider the remedies performed by the Charter Schools after the close of the remedy deadline, then the County Board will need to determine whether the record contains substantial evidence, contradicted or uncontradicted, that is adequate to support the District Board's revocation decision.

III. FACTUAL AND PROCEDURAL BACKGROUND

A. Background of Charter Schools

[1] All references to the record are to the documents submitted with the HCCS and CICA appeals.

HCCS is a classroom-based charter school currently serving 613 students, with 1,668 students reported on its waitlist (HCCS 2, 4). Its charter states that it will service grades 1, 2, and 12 (HCCS 56). HCCS serves adult students from a wide range of age, ethnic, cultural and language backgrounds, specifically targeting high school dropouts, parents, immigrants, refugees, veterans, former foster youth, and ex-offenders (HCCS 2-4, 59-60). It offers a Career Technical Education (CTE) curriculum to its twelfth graders (HCCS 56-61, 75-78). The HCCS Charter identifies a main campus at 1333 Grand Avenue, Sacramento, CA 95838, and also identifies 23 other locations, consisting mostly of local businesses, agencies, and places of worship in Sacramento (HCCS 227-228). Its charter was originally authorized by the District in 2014, and its current charter term expires on June 30, 2027 (HCCS 1524).

CICA is a remote learning school currently serving 826 students, with 372 students reported on its waitlist (CICA 2-3, 37). It serves "adults 22 years of age and older, who do not have a U.S. high school diploma" (CICA 52, 1824). CICA seeks to serve unserved and underserved adults, many of whom are immigrants to the United States who are attending school to learn English, while pursuing a high school diploma and gaining career skills to make themselves employable, through a CTE curriculum (CICA 55-56). The CICA charter also identifies its location as 1333 Grand Avenue, Sacramento, CA 95838. Its charter was originally authorized by the District in 2019, and its current charter term expires on June 30, 2027 (CICA 1824).

Although not specifically the subject of the charter revocations, the Charters Schools acknowledge that, in June 2025, the California Office of the State Auditor issued an audit report accusing HCCS and CICA of compliance violations, including issues related to alleged fiscal mismanagement by members of the Charter Schools' previous leadership team. The Charter Schools assert that, even before the State Audit report was released, they had changed their Executive Director and hired a new leadership team in July 2025, who have been working to correct deficiencies caused by the prior executive leadership and move the Charter Schools into alignment with best practices. Furthermore, two appeals are pending with the Education Audit Appeals panel related to attendance accounting and credentialing and associated penalties (HCCS 4-5, 6515, 6861-6907; CICA 4-5, 7160, 7184).

B. District Revocation Proceedings

1. Allegations in June 2025 Notice of Violation

In June 2025, the District issued a Notice of Violation to HCCTS, alleging violations committed by both HCCS and CICA (HCCS 28-6500; CICA 36-6428). The Notice of Violation followed numerous Requests for Information and Notices of Concern previously issued to the Charter Schools over many months (*See*, e.g., HCCS 239-273, CICA 326-331 [August 2024 - March 2025 Correspondence Re Need for Material Revision to Serve Grade Levels Not Authorized by Approved Charters]; HCCS 294-302, 357-362, 394-397, 429-441, 497-508, CICA 353 - 370, 426-428, 574-575, 589-595, 658-659 [June 2024, August 2024, September 2024, January 2025, April 2025 Notices of Concern and Requests for Information Re Facility Location Discrepancies and MOU Compliance]; CICA 568 -573 [September 2024 Request for Information Re Enrollment Reports]; HCCS 510-568, CICA 697- 705 [March 2025, April 7, 2025, April 24, 2025 Requests for Information and Notices of Concern Re Independent Financial Audit Report]; HCCS 597-651, CICA 727 - 786 [October 2024 Request for Information Re Instructional Minutes; January 2025 Student Attendance Review]; CICA 1027 [April 2024 Notice of Concern Re Marysville 2 (Baseball Field) Location]; HCCS 572-574, 593-594, CICA 1098-1099, 1115-1119 [January 2025, March 2025 District Correspondence Re CALPads Reporting Errors]; HCCS 883 - 895, CICA 1316-1317, 1124-1125 [October 2024, December 2024, February 2025

District Complaint/Request for Information Re Non-students Participating in CTE Truck Driving Certification Courses], etc.).

The June 2025 Notice of Violation stated that "HCCTS has either failed to remedy multiple areas of concern despite receipt of multiple information requests and notices from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS. As a result and since the District views [the Charter Schools'] material violations of the conditions, standards, and procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law as grounds for revocation, the District has determined that the point has been reached where it is necessary to initiate the first step in the formal revocation process contained in the Education Code, which is the issuance of a Notice of Violation..." (HCCS 44; CICA 44).

Unless otherwise indicated, the violations discussed below were alleged equally against both HCCS and CICA. The Charter Schools assert that all the violations allege conduct that either predated their current executive leadership team or relate to claims of failure by the current team to resolve issues that originated with prior leadership to the District's satisfaction (HCCS 6; CICA 6).

a. Alleged Violation of Charter

i. Grade Level Changes

The Notice of Violation alleged that both the HCCS and CICA Charters stated that they would offer grades 1, 2 and 12, but that the Charter Schools also enrolled students in grades 9 and 10 without requesting a material revision to the District, in violation of Education Code section 45604, subdivision (a)(4), which requires that "[a]fter receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels" (HCCS 31; CICA 39).

ii. Location Changes

The Notice of Violation alleged that both HCCS and CICA added locations not listed in their Charters, or the January 23, 2024 MOU between the parties which added additional locations, in violation of an MOU provision that the Charter Schools "submit a written request to the District if the 'Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers…'" (HCCS 31; CICA 39). The MOU contains a provision incorporating its terms into that of the Charters (HCCS 1520-1523; CICA 1824-1827). The Notice of Violation also alleged that the Charter Schools failed to provide fully executed copies of lease agreements at the request of the District in violation of Education Code section 47604.3 (HCCS 32; CICA 40).

b. Alleged Violation of Law

i. Failure to Timely Submit Annual Independent Audit Report

The Notice of Violation alleged that HCCS and CICA failed to submit their annual independent audit report for Fiscal Year 2023-2024 by December 15, 2024, in violation of Education Code section 47605, subdivision (m), which requires charter schools to "transmit a copy of its annual,

independent financial audit report for the preceding fiscal year...to its chartering authority...by December 15 of each year." Although the District requested the 2023-2024 audit report multiple times, as of June 2025, the audit report had not been submitted (HCCS 32; CICA 40).

The Notice of Violation also alleged that CICA's failure to timely and adequately respond to the District's inquiries regarding its audit report and operations at facilities violated Education Code section 47604.3 (HCCS 32; CICA 40).

ii. Credential Misassignments

The Notice of Violation alleged that the Charter Schools assigned a teacher with an Adult Education credential to teach subject matter in a general K-12 setting, relying on erroneous information from the San Diego County Office of Education instead of consulting with the California Commission on Teacher Credentialing (HCCS 32-33; CICA 41).

iii. Failure to Track Minimum Instructional Minutes

The Notice of Violation alleged that HCCS maintained average class sizes as high as 227 students, and that, during a site visit, students were observed arriving and leaving without intending to remain for instruction and were sent home with packets without attending the full instructional day due to limited classroom capacity. The Notice of Violation further noted that the Charter school discarded attendance records. Therefore, the District believed that Charter School students did not receive the 80 percent (80%) of classroom-based instructional minutes required for classroom-based schools (HCCS 33).

The Notice of Violation against CICA alleges that CICA confirmed in writing on September 9, 2024 that it "does not currently have an instructional minutes report" (CICA 41). After two written requests from the District for documentation showing how CICA tracked instructional minutes, the District noted the following concerns:

- Potential material changes to a Course-Based Independent Study delivery, which would require HCCTS Board approval under Education Code section 51749.5. The District did not believe the pacing guides contained all the required information that the HCCTS Board of Directors would need to certify the minutes under a course-based model.

- The hours listed for each course were not totaled and, in some cases, did not meet minimum instructional minute requirements as outlined in Education Code section 51747.5.

- No explanation for how requirements are met during weeks with less than five school days.

- No explanation whether all students are required to carry a full workload, which is required to determine whether the minimum instructional minutes were being met.

- Errors in the number of hours shown for certain courses, lack of time valuations for the "Guided Notes," and no explanation for how this course would total 103.2 hours as claimed.

- Discrepancies in the total hours and an explanation for the discrepancies are required to fully show the minimum instructional minutes are being met for English C and Pre-Algebra A.

- Discrepancies in the instructional calendar provided by the Charter Schools and in the agenda materials for the HCCTS May 15, 2025 Board meeting (CICA 42)[2].

iv. Alleged Violation of WIOA Exclusive Partnership Agreement

The Notice of Violation alleged that HCCS and CICA allowed individuals who were not enrolled students to participate in its CTE Truck Driving program, violating the legal requirement that instruction be provided exclusively in partnership with Workforce Innovation and Opportunity Act (WIOA) programs, as contained in the WIOA Exclusive Partnership Agreement (HCCS 33-34; CICA 42-43).

c. Alleged Fiscal Mismanagement and Failure to Meet Generally Accepted Accounting Principles

The District alleged that HCCS and CICA committed fiscal mismanagement and failure to meet generally accepted accounting principles by securing and maintaining a site with public funds at 406 9th Avenue, Suite 310, San Diego, CA, listed as a luxury condominium with a balcony view of Petco Park, even though it serves no students in the area (HCCS 34-35; CICA 43).

The District also alleged that HCCS committed fiscal mismanagement and failure to meet generally accepted accounting principles by maintaining a site at 1431 C Street, Marysville, CA, listed in its MOU as a location for CTE programs. The District verified that the site was a baseball field, not provided for student use, for which HCCTS donated $25,000 for upgrades, including $12,500 to sponsor a privately operated professional baseball team (HCCS 34).

In response to several Notices of Concern by the District, HCCTS and the City of Marysville entered into a termination agreement for the baseball field. However, HCCTS under the agreement was still obligated to pay $33,639.80 in lease payments annually through April 30, 2026. HCCTS also sold publicly funded equipment valued at $52,494.34 to the City for $1.00 under the November 30, 2024 termination agreement (HCCS 34). The District alleged that the ongoing lease payments, the disposal of publicly funded equipment at a nominal price, and the initial misrepresentation of the site's intended use constitutes fiscal mismanagement (HCCS 35).

d. Notice of Violation Remedy Period

The Notice of Violation provided the Charter Schools a remedy period of "up to and including September 26, 2025" to provide the following responses set forth in California Code of Regulations, title 5, section 11968.5.2, subdivision (c):

(1) "Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school

[2] The Charter Schools' receipt of state apportionment for instructional minutes was and is the subject of proceedings with the State of California. (HCCS 4-5, 6515, 6861-6907; CICA 4-5)

specific to each alleged violation; the written response shall be due by the end of the remedy period identified in the Notice of Violation; [and]"

(2) "Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation" (HCCS 35; CICA 34-35).

The Notice of Violation further stated that "while the District appreciates and acknowledges HCCTS' responsiveness to various requests for information and notices of concern in other areas over the past twelve months, HCCTS has either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS." (HCCS 35; CICA 44)

2. <u>Notice of Intent to Revoke</u>

On November 4, 2025, after the expiration of the remedy period, the District staff recommended that the Board take action on a Notice of Intent to Revoke. Staff concluded that the Charter Schools failed to remedy all but one of the violations identified in the District's June 2025 Notice of Violation:

> District staff have evaluated the [the Charter Schools'] Response[s] and all documentation produced by [the Charter Schools]. After conducting a thorough, objective, and data-driven review, District staff determined that [the Charter Schools] ha[ve] sufficiently addressed one of the violations, but ha[ve] failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, and violations of law. Consequently, District staff recommends that the Board issue this Notice of Intent to Revoke and notice of facts in support of revocation to [the Charter Schools] (HCCS 1239; CICA 1440).

The Board approved the issuance of the Notice of Intent to Revoke by a 6-0 vote, with one Board member absent (HCCS 8184-8185; CICA 7124-7125).

Following is a summary of the District's November 4, 2025 evaluation of whether the Charter Schools remedied the violations identified in the June 2025 Notice of Violation:

Violation	Charter School Response	District Determination
Charter Violations		
1. Grade Level Change	HCCS acknowledged offering grades 9 and 10 beginning in 2020-2021 without seeking a material revision to the charter. HCCS submitted a request for material revision to the District under Ed. Code, §§ 47605, subd. (a)(4) and 47607 and indicated it would return to grade levels specified in the existing charter if the District disapproved of the material revision (HCCS 1242, 6507-6509, 6564, 7784, 5302; District Notice of Intent to Revoke Exh. B (HCCS 1483-1518)).	**Not remedied.** The request for material revision was submitted after the remedy period ended on September 26, 2025, depriving the District an opportunity to evaluate it before a recommendation was required on the Notice of Violation. While HCCTS states that it will align grades with the charter, it is currently serving students outside the charter, and its response failed to provide any plans, timelines, or actions that will be taken to transition from the current structure to the approved grade levels (HCCS 1242; CICA 1443; Notice of Violation Exh. B (HCCS 1483-1518) and TRUSD Mar. 26, 2025 letter (HCCS 1516)).
2. Location Changes	The Charter Schools acknowledged that they opened or relocated sites without seeking a material revision, as required by Education Code and MOU Amendment 3. Submitted a request for material revision to address this violation and indicated it would limit its operations to District-approved sites if the Board does not approve certain sites (HCCS 1243, 6509-6511; CICA 1444, 6435-6436, 6439).	**Not remedied.** The request for material revision was submitted after the remedy period ended on September 26, 2025, depriving the District an opportunity to evaluate it before a recommendation was required on the Notice of Violation. HCCS knowingly and willfully disregarded multiple Notices of Concern and District communications by repeatedly approving and occupying new locations despite its receipt of directives and warnings from the District. The Charter Schools are currently operating at locations that have not been approved by the District and failed to provide details regarding how the leases will be terminated for the locations or the corrective actions that will be taken to ensure continued compliance. The District also contends that HCCS failed to provide lease agreements in response to the District's April 23, 2025 Notice of Concern/ Request for Information regarding HCCS's sites (HCCS 1243-1244, 1742-1753; CICA 1444-1445; Notice of Violation Exh. C (HCCS 1519-1753); TRUSD April 23, 2025 Notice of Concern/ Request for Information (HCCS 1742-1753)).
Violations of Law		
1. Failure to Submit 2023-2024 Annual Independent Audit Report	The Charter Schools acknowledged their obligation to provide FY 2023-2024 audit reports by December 15, 2024 under Ed. Code, § 47605, subd. (m) and that the audit reports have not been submitted and that multiple	**Not remedied.** The Charter Schools had not submitted the required audit report by the end of the September 26, 2025 remedy period, over nine months after the statutory deadline. The District issued a number of requests for the audit report

Violation	Charter School Response	District Determination
	deadlines were missed. Blames third party vendors for delay in finalizing the audit report and they will provide the completed audit report immediately upon its release from Eide Baily (HCCS 1245; CICA 1445-1446).	and Notices of Concern. The District found that " the delay is a direct and foreseeable consequence of internal failures in governance, fiscal oversight, and academic accountability" (HCCS 1245-1246; CICA 1446; Notice of Violation Exh. D (HCCS 1754-1813); TRUSD April 24, 2025 Notice of Concern (HCCS 1795-1796)).
2. Credential Mismanagement	HCCS and CICA laid off teachers not holding the required credential, conducted a credential review of its staff, and established support systems, hiring reforms, and governance safeguards (HCCS 1247-1249; CICA 1448-1450).	**Remedied** to the satisfaction of the District (HCCS 1248; CICA 1450; Notice of Violation Exh. E (HCCS 1814-2261)).
3. Failure to Track Minimum Instructional Minutes	HCCS: Cites corrective actions, including attendance tracking and enforcement, attendance policies, re-engagement strategies, and employee training (HCCS 1246). CICA: Cites compliant practices in documentation of student engagement, work product evaluation, and assessment of time-value through pacing guides (CICA 1448). HCCTS asserted there were numerous flaws with the state audit process which led to the conclusion that the Charter Schools owed a significant amount of apportionment to the state for disallowed ADA. Therefore, both Charter Schools have filed appeals with the Education Audit Appeals Panel (EAAP) (HCCS 6515, 6816-6907).	**HCCS: Not remedied.** HCCS failed to address unlawful practices directly witnessed by a District observer. HCCS failed to address the core issue that "students cannot be required to attend at least 80% of the time when classroom capacity does not accommodate all students listed on a teacher's roster," as "[t]he HCCS Response failed to include documentation verifying classroom capacity, student-to-teacher ratios, or teacher rosters/records necessary to confirm that enrollment does not exceed facility limitations" (HCCS 1246-1247). HCCS failed to address "observations of students being sent home with packets and others arriving and leaving intermittently without remaining for instruction" and "provided no evidence that these practices have been corrected, communicated to staff, or are being actively monitored for compliance" (HCCS 1247). HCCS submitted three versions of its student calendars, all of which contained discrepancies (HCCS 1247). The District found that HCCS's submission of revised board policies, without evidence of implementation, was insufficient to demonstrate corrective action (HCCS 1247). As the Charter School is partially relying on the pending Education Audit Appeal

Violation	Charter School Response	District Determination
		Panel (EAAP) decision to fully cure and/or remedy this violation, the District cannot determine that this violation has been remedied or cured without the final EAAP determination (HCCS 1247; Notice of Violation Exh. E (HCCS 1814-2261)). **CICA: Not remedied**. The District found the following deficiencies in the documentation submitted by CICA: • "[T]he pacing guides lack clarity regarding instructional sequence and expectations, and there is insufficient information describing how time values are determined for assignments or instructional activities." • "[T]he methods used to evaluate and score student work are not clearly defined, making it impossible to verify whether students are meeting stated learning objectives." • CICA submitted three versions of its student calendars, all of which contained discrepancies. • CICA student agreements lacked clarity and were not provided in the student's primary language (CICA 1448).
4. Violation of WIOA Partnership Agreement	The Charter Schools acknowledged the past violation of the WIOA partnership agreement by allowing non-students to enroll in the Truck Driving program. The Charter Schools issued a stop notice and ended this practice after investigating, taking disciplinary action against the responsible employee, discontinued the informal partnerships with the local agencies involved, suspended the Truck Driving program until the Charter Schools could ensure full compliance, and discontinued all non-student participation as of Jan. 6, 2025 (HCCS 1250; CICA 1450-1451).	**Not remedied.** The District found the documentation submitted in support of the remedy to be insufficient. "The three (3) exhibits submitted were identical to those previously provided to the District and did not offer any new or substantive evidence to refute or remedy the violation. Due to the absence of additional supporting documentation, the District finds that this violation remains unremedied" (HCCS 1250; CICA 1451; Notice of Violation Exh. E (HCCS 1814-2261); "Highlands Community Charter and Technical Schools - Student Attendance Review: Commissioned by Twin Rivers Unified SD," (HCCS 1842-1946); HCCS "2025-2026 Academic School Calendar," attached as Exh. AI to HCCS NOV response (HCCS 7563-7564)).

Violation	Charter School Response	District Determination
Fiscal Mismanagement		
1. San Diego Administrative Location	The Charter Schools acknowledge that the decision to lease the San Diego condominium was a misstep, does not align with its mission or responsibility to students, recognizes that this was poor judgment under prior leadership, and understands the District's concerns that this was fiscal mismanagement. It has faceted the property and engaged a broker to sublease the space (HCCS 1250; CICA 1451-1452).	**Not remedied.** The District noted that no evidence was provided to support the contention that the condominium had been vacated, the lease remains active, and "considerable public funds were expended on a facility that has not been used to serve HCCTS students, and no evidence has been provided to demonstrate that these expenditures have been appropriately addressed, mitigated, or remedied." Therefore, "the District has determined that [the Charter School] failed to refute or remedy this violation to the satisfaction of the District" (HCC 1251; CICA 1452; Notice of Violation Exh. F, Correspondence from HCCTS to TRUSD regarding sites (HCCS 2262-2278)).
2. Marysville 2 Location	HCCS: HCCS responded that the lease of the baseball field was conducted by prior leadership and acknowledged that it did not constitute an appropriate use of public funds. HCCS terminated the lease, though it remained obligated to make payments through April 2026, and has attained net savings of $88,000 compared to the original lease terms. It also represented that this matter had been resolved to the fullest extent possible, given the inability of the current administration to prevent or unwind past decisions (HCCS 1251-1252).	**Not remedied.** HCCS continues to bear financial obligations under the lease. "The ongoing financial obligations associated with the lease, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use, collectively demonstrate a pattern of fiscal mismanagement and a failure to exercise appropriate stewardship of public funds. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District." (HCCS, 1252; Notice of Violation Exh. G, TRUSD Feb. 19, 2025 Notice of Concern to HCCTS (HCCS 2367-2369); HCCTS response (HCCS 2370-2376); HCCS 2279-2376)).

3. Material Revision Request

On December 2, 2025, the District Board held public hearings on the charter revocations under Education Code section 47607, subdivision (h) and the Charter Schools' request for material revisions to obtain approval of the grade levels and site locations being operated in violation of the charters (HCCS 8193-8196, 8198, 6564, 7784, 5302; CICA 7132, 7134-7139, 5009, 6447, 5492).

On January 13, 2026, the Board declined to approve the Charter Schools' requests for material revisions (Jan 13, 2026 Minutes re CICA; Jan 13, 2026 Minutes re HCCS). The final decision on the revocation was scheduled for the January 27, 2026 Board meeting (HCCS 8200-8202; CICA 7140-7142).

4. Charter Revocation Hearings

a. January 27, 2026 Board Meeting

The Charter Schools' descriptions of the remedies implemented in response to the Notice of Violation are summarized below. Unless otherwise stated, these corrective actions were taken after the end of the September 26, 2025 remedy deadline.

Violation	Charter Schools' Position Remedy - Between Sept. 26, 2025 and Jan. 2026
Charter Violations	

1. Grade Level Changes	After the District Board denied the material revision to add grade levels, HCCS reverted to only serving grades 1, 2, and 12, and ceased enrolling students into ninth (9th) and tenth (10th) grades (HCCS 8231-8232). The CICA charter states that the Charter School may serve grades up to eighth (8th) and 9-12 (CICA 7168).
	
	Source Documents:
	• CICA Dec. 2, 2025 PowerPoint (CICA 6437-6439, 6634-6636)
	• CICA Jan. 27, 2026 PowerPoint (CICA 6624)
	• HCCS Jan. 27, 2026 PowerPoint (HCCS 5271)
	• CICA Sept. 26, 2025 Response to NOV (CICA 6647-6649)
	• Exhs. A-E:
	  ○ Exhibit A: 2024.12.02 HCCTS Response Grade 9 and 10 (HCCS 6526-6550)
	  ○ Exhibit B: 2024.06.03 TRUSD RFI High School Program (HCCS 6551-6553)
	  ○ Exhibit C: 2024.08.28 HCCTS Addition of 11th Grade (HCCS 6554-6557)
	  ○ Exhibit D: Board Agenda for September 18, 2025 HCCTS Board of Directors (HCCS 6558-6562)
	  ○ Exhibit E: HCCS Material Revision Board approved on September 18, 2025 (HCCS 6563-6707)

2. Location Changes	The Charter Schools state that they have taken action to terminate/buy-out leases on unapproved locations and adopted a new BP 7150.5 on "School Site Opening and Closure Policy" (HCCS 8232-8233; CICA 7168). Source Documents: • CICA Dec. 2, 2025 PowerPoint (CICA 6435-6436, 6637-6638) • CICA Jan. 27, 2026 PowerPoint (CICA 6625) • CICA Sept. 26, 2025 Response to NOV (CICA 6649-6651) ○ Locations identified in material revision approved by HCCTS Board on Sept. 18, 2026 (HCCS 6510-6511)
Violations of Law	
1. Failure to submit audit	The Charter Schools submitted the audit report, due December 15, 2024, on January 2, 2026, and blame the delay on a third-party vendor (HCCS 8233-8234; CICA 7169, 6638). Source Documents: • CICA Jan. 27, 2026 Power Point (CICA 6626) • CICA Sept. 26, 2025 Response to NOV (CICA 6651-6652)

Violation	Charter Schools' Position Remedy - Between Sept. 26, 2025 and Jan. 2026

	• Exhs. F-J (Correspondence between HCCTS and auditor):
	  ○ Exhibit F: Eide Bailly Communication Tracker 2024-2025 (HCCS 6708-6711)
	  ○ Exhibit G: 2025.04.17 Letter from Eide Bailly Regarding State Controller and State Auditor (HCCS 6712-6713)
	  ○ Exhibit H: 2025.8.5 Letter to Eide Bailly Requesting Production of Audit (HCCS 6714-6716)
	  ○ Exhibit I: 2025.9.11 YM&C Follow-up letter to Eide Bailly (HCCS 6717-6721)
	  ○ Exhibit J: Document requests from Eide Baily fulfilled by HCCTS (HCCS 6722 -6746)

2. Credential Mismanagement	The Charter Schools state that they changed their staffing practices in the area of credential compliance. The District had determined that the Charter School had remedied this area when it approved the Notice of Intent to Revoke (HCCS 8233-8234; CICA 7170).
	
	Source Documents:
	• CICA Dec. 2, 2025 PowerPoint (CICA 6441, 6641)
	• CICA Jan. 27, 2026 PowerPoint (CICA 6628)
	• CICA Sept. 26, 2025 Response to NOV (CICA 6652-6653)
	• Exhs. K-U:
	  ○ Exhibit K: Email from San Diego County Office of Education Nancy Mora (HCCS 6747-6749)
	  ○ Exhibit L: Resolution of The Board of Directors of HCCTS Approving Reduction in Force for Credentialed Teachers (HCCS 6750-6754)
	  ○ Exhibit M: 4112.2 BP Credentialing Requirements Communications (HCCS 6755-6757)
	  ○ Exhibit N: 2025.06.10 Formalized Agreement with UMass Global (HCCS 6758-6771)
	  ○ Exhibit O: Example of Teacher Agreement HCCTS K-12 Single Subject Credential Pathway (HCCS 6772- 6779)
	  ○ Exhibit P: Mentor Teacher Job Description (Full Time) (HCCS 6780-6783)
	  ○ Exhibit Q: Edjoin Mentor Teacher Job Posting (HCCS 6784-6786)
	  ○ Exhibit R: Mentor Teacher at HCCS - Sacramento EDJOIN (HCCS 6787-6789)
	  ○ Exhibit S: 4112.3 BP Teacher Credentialing Reimbursements (HCCS 6790-6793)
	  ○ Exhibit T: Teacher Retention Bonus Agreement (HCCS 6794-6797)
	  ○ Exhibit U: 4212.8 BP - Anti-Nepotism and Employment of Relatives (HCCS 6798-6800)

3. Failure to Track Instructional Minutes	The Charter Schools state that they have "taken corrective actions to improve attendance policies & procedures as evidenced by revised calendars, bell schedules, staff training, and internal audits," improved practices for attendance enforcement and engagement, and worked with Charter Impact for support on attendance monitoring and reporting (HCCS 8234-8235; CICA 7170-7171).

Violation	Charter Schools' Position Remedy - Between Sept. 26, 2025 and Jan. 2026
	Source Documents: • CICA Dec. 2, 2025 PowerPoint (CICA 6640, 6642) • CICA Jan. 27, 2026 PowerPoint (CICA 6627) • Sept. 26, 2025 Response to NOV (CICA 6654-6655) • Exhs. V-AL: ○ Exhibit V: HCCS Student Handbook (HCCS 6801-6859) ○ Exhibit W: Request for Review to Education Audit Appeals Panel (HCCS 6860-6890) ○ Exhibit X: Request for Formal Appeal for CICA (HCCS 6891-6907) ○ Exhibit Y: PowerSchool logs related to attendance (HCCS 6908-7539) ○ Exhibit Z: 3581 BP Data Retention and Record Management (HCCS 7540-7542) ○ Exhibit AA: 5113.1 BP Attendance Enforcement (HCCS 7543-7545) ○ Exhibit AB: School House Partners - Forensic Auditors (HCCS 7546-7547) ○ Exhibit AC: 5120 BP Satisfactory Academic Progress (HCCS 7548-7550) ○ Exhibit AD: 5111.5 Disenrollment and Involuntary Removal (HCCS 7551-7552) ○ Exhibit AE: 5131 BP Student Conduct (HCCS 7553-7555) ○ Exhibit AF: 6164.5 BP Student Success Teams (SSTs) (HCCS 7556-7558) ○ Exhibit AG: Bell Schedule 2025-2026 (HCCS 7559-7560) ○ Exhibit AH: HCCS Instructional Minutes (HCCS 7561-7562) ○ Exhibit AI: Academic Calendar 2025-2026 (HCCS 7563-7564) ○ Exhibit AJ: 6151 BP Class Sizes and Enrollment (HCCS 7565-7567) ○ Exhibit AK: 6170 BP Student-to-Teacher/Paraeducator Ratios (HCCS 7568-7570) ○ Exhibit AL: 7110 BP Physical Classroom Capacity (HCCS 7571)
4. Violation of WIOA Partnership Agreement	The Charter Schools state that they had discontinued the external partnerships operating the programs in which non-WIOA students were enrolled. The District asserted that the Charter Schools had not submitted sufficient documentation of corrective action by the end of the September 26, 2026 remedy period (HCCS 8235; CICA 7171). Source Documents: • CICA Jan. 27, 2026 PowerPoint (CICA 6629) • CICA Jan. 27, 2026 PowerPoint (CICA 6627) • Sept. 26, 2025 Response to NOV (CICA 6655-6656) • Exhs. AM-AO: ○ Exhibit AM: 2025.03.28 Letter from HCCTS Detailing Investigation into the Truck Driving Program (HCCS 7572-7661) ○ Exhibit AN: 2024.12.02 TRUSD Findings Regarding Truck Driving (HCCS 7662-7665) ○ Exhibit AO: 2024.12.02 Truck Driving Program Follow-up (HCCS 7666-7666)

Violation	Charter Schools' Position Remedy - Between Sept. 26, 2025 and Jan. 2026
Fiscal Mismanagement	
1. San Diego Administrative Location	The Charter Schools state that they had completed the lease termination/buy-out by November 18, 2025, and also enacted BP 7150.5 ("School Site Opening and Closure Policy") and updated its Fiscal Policies and Procedures Manual (HCCS 8235-8236; CICA 7171-7172). Source Documents: • CICA Dec. 2, 2025 PowerPoint (CICA 6641) • CICA Jan. 27, 2026 PowerPoint (CICA 6630) • Sept. 26, 2025 Response to NOV (CICA 6657) • Exhs. AP-AQ: ○ Exhibit AP: Sublease Agreement for San Diego (HCCS 7667-7676) ○ Exhibit AQ: Sublease Marketing Materials by Newark Realty (HCCS 7677-7682)
2. Marysville 2 Location (HCCS)	HCCS states that it had completed the lease termination/buy-out by November 18, 2025, and also enacted BP 7150.5 ("School Site Opening and Closure Policy") and updated its Fiscal Policies and Procedures Manual (HCCS 8235-8236). Source Documents: • Sept. 26, 2025 response to NOV (HCCS 6521) • Exhs. AR-AZ: ○ Exhibit AR: Mutual Termination of Lease Agreement (HCCS 7683-7687) ○ Exhibit AS: Marysville Expenses Chart (HCCS 7688 -7689) ○ Exhibit AT: Itemized Equipment from Marysville 2 (HCCS 7690-7691) ○ Exhibit AU: Marysville_Baseball field Lease agreement (HCCS 7692-7710) ○ Exhibit AV: Marysville 2 Lease agreement (HCCS 7711-7728) ○ Exhibit AW: 2024.09.24 Response NOC RFI Marysville 2 (HCCS 7729-7732) ○ Exhibit AY: 2024.10.16 Letter from TRUSD with Findings Regarding Marysville 2 (HCCS 7733-7735) ○ Exhibit AZ: 2025.02.19 Letter from HCCTS explaining use of equipment following termination of Marysville 2 lease (HCCS 7736-7741)

Recommendation of District Staff

The District's minutes from the January 27, 2026 meeting reflect that District staff stated that CICA had cured the violations in the Notice of Violation to the satisfaction of District staff after the conclusion of the remedy period. Therefore, District staff recommended that the Board approve the issuance of a final decision declining to revoke the charter:

> While staff findings presented to the Board during the November meeting determined that CICA failed to remedy or refute all violations to the District's satisfaction, this presentation provided an update based on a review of additional

> information submitted by the charter after the conclusion of the remedy period, between October 1, 2025 and January 9, 2026. This review found that CICA has successfully refuted or remedied all violations; providing evidence that grade levels were approved in the original petition, submitting plans to return to authorized locations, submitting the overdue audit report with plans to change audit firms, improving credentialing practices, the implementation of attendance compliance monitoring systems, terminating external partnerships and the CTE Truck Driving program, and adopting or revising board policies to address fiscal mismanagement. District staff recommended that the Board decline to revoke the charter (CICA 7146-7147; HCCS 8206-8207).

District staff made the same recommendation as to HCCS:

> Based on a data-driven review of the documentation and evidence submitted after the conclusion of the remedy period, District staff determined that all violations have been remedied to the district's satisfaction and recommended that the Board decline to revoke the charter (HCCS 8209-8211; CICA 7149-7150).

The District's conclusions that the Charter Schools had remedied the violations are included in the PowerPoint presented to the Board on January 27, 2026 (HCCS 2509-2523; CICA 2907-2921).

The motion to adopt the District staff's recommendations and issue a final decision declining to revoke both Charter Schools failed by a 1-6 vote by the District Board (January 27, 2026 meeting minutes, HCCS 8209; CICA 7149-7150). However, there was no motion or action taken by the Board to actually revoke the charters at the January 27, 2026 meeting.

b. <u>January 30, 2026 Board Meeting</u>

On January 30, 2026, the District Board held a special meeting to take action on resolutions to revoke the charters of HCCS and CICA (HCCS 8212-8213, 8215; CICA 7152-7153, 7155). The Board passed resolutions to revoke both charters by a 7-0 vote (HCCS 8215, 8218-8220; CICA 7155-7156). The District's revocation resolutions cite to the findings in the Notice of Intent to Revoke in support of the revocation:

> In support of its Final Decision to Revoke [the Charter Schools'] Charter, the Board adopts the facts and findings contained in the Notice of Intent to Revoke and its exhibits, as initially set forth in the NOV, and as stated herein, as its written factual findings, supported by substantial evidence specific to [the Charter Schools], and incorporates such findings into this Resolution as though set forth fully herein; and in support of its decision to issue a Final Decision to Revoke [the Charter Schools'] Charter, the Board further finds that:
>
> > (A) Substantial evidence demonstrates that the violations initially identified in the NOV, and demonstrated in the Notice of Intent to Revoke and exhibits thereto, and as further stated herein, have in fact occurred;
> >
> > (B) [The Charter Schools] failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV;

> (C) The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by [the Charter Schools], and attempts at further corrective actions taken by [the Charter Schools], although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.
>
> (HCCS 6503-6504; CICA 6431-6432)

The Charter Schools' appeals to the Sacramento County Board of Education followed. After the appeal was submitted, the Sacramento County Office of Education (SCOE) provided the Charter Schools and the District with an opportunity to submit optional written arguments, with page citations to the appeal documents, as to whether the charter revocations met the substantial evidence standard required by Education Code section 47607. (*See*,Twin Rivers Unified School District Response to HCCS and CICA Charter Revocation Appeal, April 21, 2026. Written Arguments of HCCS and CICA Re: Appeal of Revocation of Highlands Community Charter School to Sacramento County Board of Education, April 21, 2026.)

IV. APPLICABLE LEGAL STANDARDS OF REVIEW FOR REVOCATION APPEAL

Education Code section 47607, subdivision (i)(2) describes the County Board's scope of review of a district's charter revocation decision as follows: "The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence."

A. Regulations Governing the Scope of Review

The regulations governing County Board consideration of charter school appeals from revocation contain the following three-part test:

> (1) In determining whether the district chartering authority's factual findings are supported by substantial evidence, the county board of education shall consider whether the district chartering authority provided the charter school's governing body as described in the school's charter a Notice of Violation, a reasonable opportunity to remedy the identified violation(s), a Notice of Intent to Revoke, a public hearing, and Final Decision, pursuant to Articles 2 and 2.5 and Education Code section 47607, subdivisions (f) through (h), inclusive.
>
> (2) If the charter school submits a response to the Notice of Violation pursuant to Title 5 of the California Code of Regulations, section 11968.5.2, subdivision (c), the county board of education shall, in determining whether the district chartering authority's factual findings are supported by substantial evidence, consider whether the charter school complied with the procedures set forth in that section.
>
> (3) The county board of education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to

> refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties (Cal. Code Regs., tit. 5, § 11968.5.4, subds. (b)(1)-(3).)

B. The "Substantial Evidence" Standard

The "substantial evidence" standard is commonly used by courts to determine the legality of governmental agency action. Under the substantial evidence standard, the County Board does not decide the appeal based upon whether it would have revoked the charter if it were in the place of the District under the same facts and circumstances. Rather, the County Board may only reverse it if it concludes that the revocation was not supported by substantial evidence.

American Indian Model Schools v. Oakland Unified School District (2014) 227 Cal.App.4th 258, 286 (AIMS), the primary published case adjudicating a school district's charter school revocation, describes the scope of review:

> Courts "may not reweigh the evidence or substitute their judgment for that of the agency. They uphold an agency action unless it is arbitrary, capricious, lacking in evidentiary support, or was made without due regard for the petitioner's rights." (*Sequoia Union High School Dist. v. Aurora Charter High School* (2003) 112 Cal.App.4th 185, 195.)

Topanga Assn. for a Scenic Community v. County of Los Angeles (1974) 11 Cal.3d 506, 514-515, cited by the court in AIMS, stated that "the reviewing [entity] must determine both whether substantial evidence supports the administrative agency's findings and whether the findings support the agency's decision," and implicit to this statute "is a requirement that the agency which renders the challenged decision must set forth findings to bridge the analytic gap between the raw evidence and ultimate decision or order." (*AIMS, supra*, 227 Cal.App.4th 258, 278.)

County Board Policy 2400 ("BP 2400 Charter School Petitions") defines "Substantial Evidence" in the context of the "renewal, non-renewal, or revocation" of County Board approved charters:

> VII. Renewal, Non-Renewal, or Revocation
>
> D(2): "Substantial evidence," within the meaning of Education Code section 47607, shall be evidence that:
>
> a. Demonstrates that the violation was material.
> b. Supports revocation when viewed as a whole, in light of all relevant information.
> c. Demonstrates that the violation actually occurred.
> d. Was not cured by the charter school during its reasonable opportunity to remedy the violation.

The courts have recognized that an inherent part of the "substantial evidence" standard is the presumption in favor of the lower tribunal's decision. In *Napa Valley Unified School District v. State Bd. of Education* (2025) 110 Cal. App.5th 609, 625 the court explained:

> Under the substantial evidence test, our review begins and ends with a determination of whether there is substantial evidence, contradicted or uncontradicted, to support the findings. We do not reweigh the evidence and

> are bound to indulge all presumptions and resolve all conflicts in favor of the administrative decision. Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a conclusion.

"In administrative mandate cases, abuse of discretion is established if the agency has not proceeded in the manner required by law, the order or decision is not supported by the findings, or the findings are not supported by substantial evidence in light of the whole record." (*Martis Camp Community Assn. v. County of Placer* (2020) 53 Cal.App.5th 569, 593.)

V. EVALUATION OF THE CHARTER SCHOOLS' APPEAL

A. Application of Three-Part Test

1. Whether the District Provided the Legally Required Notices and Procedures in Connection with the Revocation Procedures

Title 5 of the California Code of Regulations, section 11968.5.4, subdivision (b)(1) requires the County Board to determine whether the District provided the Required Notices and Procedures in Connection with the Revocation Procedures:

> In determining whether the district chartering authority's factual findings are supported by substantial evidence, the county board of education shall consider whether the district chartering authority provided the charter school's governing body as described in the school's charter a Notice of Violation, a reasonable opportunity to remedy the identified violation(s), a Notice of Intent to Revoke, a public hearing, and Final Decision, pursuant to Articles 2 and 2.5 and Education Code section 47607, subdivisions (f) through (h), inclusive. (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b)(1).)

The record demonstrates that, as required by Education Code section 47607, subdivisions (f) through (h), the District provided the Charter School with:

- A Notice of Violation dated June 12, 2025, which was adopted by the District's Board on June 19, 2025 (HCCS 28-1237; CICA 27 - 1438);
- More than a 90-day opportunity to remedy the identified violation(s) (from June 19, 2025 - September 26, 2025);
- A Notice of Intent to Revoke on November 4, 2025 (HCCS 1238-1270; CICA 1439 - 1468);
- A Public Hearing on December 2, 2025 (HCCS 8193-8194; 8198; CICA 7132; 7136-7139); and
- A Final Decision on January 30, 2026 (HCCS 8215, 8218-8220; CICA 7155).

The Charter Schools' appeal does not contend that the District failed to provide the notices and hearings as required by Education Code section 47607, subdivisions (f) through (h).

2. Whether the Charter Schools' Response to the Notice of Violation Complied with the Required Procedures

Title 5 of the California Code of Regulations, section 11968.5.4, subdivision (b)(2) requires the County Board to determine whether the Charter Schools' response to the Notice of Violation met the procedural requirements:

> If the charter school submits a response to the Notice of Violation pursuant to section 11968.5.2(c), the county board of education shall, in determining whether the district chartering authority's factual findings are supported by substantial evidence, consider whether the charter school complied with the procedures set forth in that section. (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b)(2).)

Under Title 5 of the California Code of Regulations, section 11968.5.2, subdivision (c), upon receipt of a Notice of Violation, the charter school's governing body, if it chooses to respond, shall take the following actions:

> (1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation. The written response shall be due by the end of the remedy period identified in the Notice of Violation. (Emphasis Added)
>
> (2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

Under Title 5 of the California Code of Regulations, section 11968.5.2, subdivision (d), after conclusion of the reasonable opportunity to remedy, the chartering authority shall evaluate the charter school's response to the Notice of Violation and any supporting evidence, if submitted, and shall take one of the following actions:

> (1) If the chartering authority has substantial evidence that the charter school has failed to refute to the chartering authority's satisfaction, or remedy a violation identified in the Notice of Violation, continue revocation of the school's charter by issuing a Notice of Intent to Revoke to the charter school's governing body as described in the school's charter; or
>
> (2) Discontinue revocation of the school's charter and provide timely written notice of such action to the charter school's governing body as described in the school's charter.

The Charter Schools submitted their written response by the end of the remedy period identified in the Notice of Violation, on September 26, 2025.[3] However, the Charter Schools had not remedied or refuted all the violations identified by the Notice of Violation to the District's satisfaction by the September 26, 2025 remedy deadline. Among other things, the Charter Schools' legally required 2023-2024 independent audit report had not been submitted, the Charter Schools' tracking of instructional minutes remained an issue (and the subject of pending Education Audit Appeal Panel (EAAP) proceedings), the lease for the San Diego luxury

[3] Although the District asserted that it could not access the Charter Schools' attachments on September 26, 2026, it does appear that the Charter Schools' responses were submitted by September 26, 2026.

condominium was still active, and while HCCS had terminated the lease for the Marysville baseball field, it remained obligated to make lease payments through April 2026 (HCCS 1242-1252; CICA 1443-1452).

As a result, on November 4, 2025, the District took action to continue revocation of the Charter Schools by issuing a Notice of Intent to Revoke based on its findings that the Charter Schools did not adequately respond to the Notice of Violation by the end of the September 26, 2025 remedy period (HCCS 1239; CICA 1440). The District's Notice of Intent to Revoke stated that "HCCTS has either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS" (HCCS 35; CICA 35; *See,* Section II(B)(2), pp. 5-8, above).

While the Charter Schools submitted a response to the District's Notice of Violation pursuant to Title 5 of the California Code of Regulations, section 11968.5.2, subdivision (c) by the end of the remedy period on September 26, 2025, the record supports a finding that the Charter Schools had not remedied or refuted all the pending violations to the District's satisfaction by the end of the remedy period. Accordingly, as permitted by Title 5 of the California Code of Regulations, section 11969.5.2, subdivision (d), the District Board took action to continue revocation of the Charter Schools by issuing a Notice of Intent to Revoke.

3. Whether a Procedural Deficiency Negatively Impacted the Charter Schools' Ability to Refute or Remedy the Alleged Violation

Title 5 of the California Code of Regulations, section 11968.5.4, subdivision (b)(3) requires the County Board to determine whether any procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation:

> The county board of education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties. (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b)(3))

As noted above, the appeal record demonstrates that the Charter Schools had not remedied or refuted all the pending violations to the District's satisfaction by the end of the remedy period on September 26, 2025. Accordingly, as permitted by Title 5 of the California Code of Regulations, section 11969.5.2, subdivision (d), the District took action to continue revocation of the Charter Schools by issuing a Notice of Intent to Revoke on November 4, 2025 and thereafter scheduling a public hearing on December 2, 2025, and a decision hearing on the revocation on January 27 and 30, 2026, as required by Education Code section 47607, subdivision (h).

a. Was the District Board Procedurally Required to Allow the Charter Schools to Correct their Violations After the September 26, 2025 Remedy Period Deadline

The issue that arises is whether the District was procedurally required to provide the Charter Schools with additional time after the September 26, 2025 deadline to remedy its violations.

Education Code section 47607 and Title 5 of the California Code of Regulations, section 11968.5.4 do not require a school district to allow a charter school to remedy violations after the

expiration of the remedy period set forth in the Notice of Violation, nor do they prohibit it from doing so.

The District Board's decision hearing on the revocation was scheduled on January 27, 2026. By this time, District staff had concluded that the Charter Schools *had* adequately remedied the infractions in the Notice of Violation based on actions taken by the Charter School ***after*** the conclusion of the remedy period on September 26, 2025, between October 1, 2025 and January 9, 2026. As stated in the Board minutes for the January 27, 2026 meeting:

> While staff findings presented to the Board during the November meeting determined that CICA failed to remedy or refute all violations to the District's satisfaction, *this presentation provided an update based on a review of additional information submitted by the charter* ***after the conclusion of the remedy period, between October 1, 2025 and January 9, 2026.*** *This review found that CICA has successfully refuted or remedied all violations;* providing evidence that grade levels were approved in the original petition, submitting plans to return to authorized locations, submitting the overdue audit report with plans to change audit firms, improving credentialing practices, the implementation of attendance compliance monitoring systems, terminating external partnerships and the CTE Truck Driving program, and adopting or revising board policies to address fiscal mismanagement. District staff recommended that the Board decline to revoke the charter (CICA 7146-7147; HCCS 8206-8207). (Emphasis Added)

Notwithstanding the District staff's January 27, 2026 recommendations, the District Board declined to adopt the staff's January 27, 2026 recommendations. Instead, finding that the Charter Schools' violations were not refuted or remedied to its satisfaction, it revoked the Charter Schools on January 30, 2026 (HCCS-8138-8220; CICA-7075-7157).

As the Education Code and regulations include no requirement to allow remedies after the close of the remedy period, the County Board may properly find that the District Board had the discretion to allow the Charter Schools to remedy its violations after the September 26, 2025 remedy deadline, but was not required to do so. While District staff recommended accepting the post deadline remedies, the District Board was not required to accept this recommendation.

If the County Board finds that the District Board was not required to consider remedies implemented after the September 26, 2025 remedy deadline, then it follows that the District Board's January 30, 2026 revocation resolution, which was based on the November 4, 2025 Notice of Intent to Revoke, contained substantial evidence to support revocation. The District's November 4, 2025 Notice of Intent to Revoke stated that "HCCTS has either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS" (HCCS 35; CICA 35). (*See,* Section II(B)(2), pp. 5-8, above). The District's January 30, 2026 resolution memorializing the charter revocations confirms that when the District staff recommended issuing a Notice of Intent to Revoke on November 4, 2025:

> District staff evaluated the response from [the Charter Schools] and all documentation produced with the response, and after conducting a thorough, objective, and data-driven review, District Staff determined that [the Charter Schools] failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and that significant violations continue to exist,

> including material violations of the conditions, standards, or procedures of its charter, fiscal mismanagement, and violations of law…[B]ased upon the substantial evidence demonstrating CICA's failure to refute and/or remedy multiple violations identified in the NOV, District staff recommended that the Board approve issuance of the a Notice of Intent to Revoke and notice of facts in support of revocation ("Notice of Intent to Revoke") to CICA pursuant to Education Code section 47607 and Section 11968.5.2, and the Board approved issuance of a Notice of Intent to Revoke at its meeting on November 4, 2025, supported by substantial evidence presented therewith…(HCCS 6503; CICA 6431).

If the County Board finds that the District was not required to consider remedies taken after the remedy deadline, then the District's Board had the right to demand that remedies be complete by the end of the remedy period on September 26, 2025, and to revoke the charters based upon the Charter Schools' failure to complete remedies by the end of the remedy period. In this case, the District's factual findings support its legal conclusion that the Charter Schools failed to remedy the violations set forth in the Notice of Violation. (*See, e.g.*, *American Indian Model Schools v. Oakland Unified School District* (2014) 227 Cal.App.4th 258.)

B. If the Charter Schools Were Entitled to Correct Their Violations After the Original Remedy Deadline, Is there Substantial Evidence to Support a Conclusion that Violations Were Not Sufficiently Remedied

Alternatively, if the County Board finds that the District Board was required to consider remedies implemented by the Charter Schools after the remedy period but before the final revocation decision on January 30, 2026, then it must determine whether the record contains substantial evidence to support the Board's finding that the Charter Schools had failed to refute, remedy, or proposed remedial actions sufficient to remedy all the violations identified in the Notice of Violation. (*See,* District Revocation Resolution, HCCS 6501-6504, CICA 6429-6432.) Substantial evidence is relevant evidence, contradicted or uncontradicted, that a reasonable mind might accept to support a conclusion. (*Napa Valley Unified School District, supra,* 110 Cal. App. 5th at 625.)

The appeal record indicates that, as of January 27, 2026, District staff were satisfied with the Charter Schools' remedies. District staff's presentation noted that between October 2025 and January 2026, "HCCTS submitted a substantial amount of evidence showing compliance and providing confirmation that the organization has *begun to take steps* to remedy violations" (HCCS 2514, CICA 2912). However, members of the District's governing board expressed that the concerns in the Notice of Violations had not been remedied to their satisfaction (HCCS 8211).

If the County Board determines that there is relevant evidence to support the District Board's conclusion that the Charter Schools had not adequately remedied or refuted any of the violations to its satisfaction at the time of the Board's revocation decision, then it may uphold the

District's revocation even if it finds that the District was required to allow remedies after the September 26, 2026 remedy deadline.[4]

Alternatively, if the County Board determines that the District Board's dissatisfaction with the Charter Schools' remedies as of January 30, 2026 was not supported by substantial evidence in the appeal record, then it may overturn the District's revocation decision if it also finds that the District Board was required to consider remedies implemented between the September 26 remedy deadline and its January 30, 2026 revocation decision.

C. Were there Other Procedural Deficiencies that Negatively Impacted the Charter Schools' Ability to Refute or Remedy the Alleged Violations

The Charter Schools' appeal asserts that the following procedural errors/omissions negatively impacted the District's ability to comply with its procedural obligations and duties as an authorizer:

1. Conclusory Findings

The Charter Schools contend that the District Board committed procedural errors and omissions "[b]y issuing conclusory 'findings' with no explanation of why the facts before the District Board led to the District Board's conclusion that CICA 'failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV…'" (HCCS 19; CICA 17). The Charter Schools contend that, as a result of the District staff's recommendation to decline to revoke the charter, and the District Board's vote to revoke, the "'analytic gap' between the 'raw evidence' before the District Board and the 'ultimate decision or order' is not bridged in any respect by the District Board's purported "findings." (*citing*, *American Indian Model Schools v. Oakland Unified School Dist*. (2014) 227 Cal.App.4th 258, 278.) (HCCS 20; CICA 18.)

This allegation does not constitute a "procedural deficiency" that "negatively impacted the charter school's ability to refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties" (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b)(3)). The record shows that the Charter Schools were provided an opportunity to refute or remedy the alleged violations *before* the District adopted its findings and decision. Therefore, the District's findings could not have impacted the Charter Schools' ability to refute or remedy its violations.

[4] For example, the District Board could have determined that the remedies were not adequate because, although the Charter Schools had terminated the lease on the San Diego luxury condominium, the public funds expended on the property had not and would not be recovered; or although HCCS had terminated the lease for the Marysville baseball field, public funds were still being used to pay for the Marysville site through April 2026 and previous expenditures would not be recovered, or although the Charter Schools had made serious efforts to improve practices related to student attendance enforcement, the Charter Schools' instructional minutes tracking and attendance policy was still at issue pending the outcome of the state EAAP audit proceedings; or although the Charter Schools had "submitted plans to return to authorized locations," and "has been taking action to terminate or buy-out leases," it was not clear that this had been accomplished yet. Each of these issues were detailed in the Notice of Intent to Revoke, which was incorporated into the Board's final resolutions. (HCCS 6503-6504; 1239-1252; CICA 6431-6432, 1440-1452) And these remained issues as of January 27, 2026. (HCCS 6515, 6517, 6861-6907, 1251-1252, 2262-2278, 2279-2376; CICA 1452.)

2. Failure to Specify Which Issues the Charter Schools Were Unable to Remedy or Refute

The Charter Schools contend that "[i]t defies reason that the District Board would have found that all of the alleged violations have not been refuted or remedied because there is no information in the record to support lack of remedy for any issue and even apart from that, some of them are just not reasonably disputable." (HCCS 20; CICA 18)

Again, this contention is not a procedural deficiency that impacted the Charter Schools' ability to remedy its violations. Instead, it relates to whether the record contains "substantial evidence" to support the District Board's findings. In determining the existence of "substantial evidence," the whole record is considered. (*Martis Camp Community Assn., supra,* 53 Cal.App.5th at 593.)

3. The District's Failure to Act on Some Violations "For Years" Led the Charter School to Believe that the District Accepted those Violations

The Charter Schools assert that "[t]he District spent years fully aware of many of these alleged violations and either gave tacit, or in some cases, direct, approval…Instead of giving notice of alleged violations along with a meaningful opportunity to correct, as required by law, the District allowed these alleged violations to exist for years before notifying the charter school of them and refused to allow the school to change course" (HCCS 22; CICA 20).

The appeal record does not support the Charter Schools' assertion, as the record includes evidence of numerous District Requests for Information, Notices of Concern, and other inquiries to the Charter Schools over the years. (*See* e.g., CICA 745-746; 2018 FCMAT Audit Report noting several practices requiring correction (CICA 1327-1342); 2024-2025 District Correspondence Re need for material revision to serve grade levels not authorized by approved charters (CICA 326-331); June 2024, August 2024, September 2024, January 2025, April 2025 Notices of Concern and Requests for Information Re facility location discrepancies and MOU compliance (CICA 353-370, 426-428, 574-575, 589-595, 658-659); September 2024 Request for Information Re enrollment reports (CICA 568 -573); March 2025, April 7, 2025, April 24, 2025 Requests for Information and Notices of Concern Re Independent Financial Audit Report (CICA 697- 705); October 2024 Request for Information Re Instructional Minutes and January 2025 Student Attendance Review (CICA 727-786); April 2024 Notice of Concern Re Marysville 2 (baseball field) location (CICA 1027); January 2025, March 2025 District Correspondence Re CALPads reporting errors (CICA 1098-1099, 1115-1119); October 2024, February 2025 District Complaint/Request for Information Re non-students participating in CTE truck driving certification courses (CICA 1316-1317, 1124-1125), etc.)

Furthermore, given the gravity of the violations involving fiscal mismanagement and violations of the law, which the Charter Schools have acknowledged, it was the Charter Schools' responsibility to remedy these violations once they were raised or be subject to revocation. The District's oversight practices in previous years did not relieve the Charter Schools of the responsibility to remedy the violations nor interfere with its ability to do so. On appeal, the County Board's role is to determine whether the District complied with its procedural obligations for revocation and whether the record includes substantial evidence to support the District Board's decision to revoke.

VI. Conclusion

Under Education Code section 47607, subdivision (i), the County Board has the following three options regarding the Twin Rivers Unified School District governing board's decision to revoke the Highlands Community Charter School and California Innovative Career Academy:

- The County Board "may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence." (Ed. Code, § 47607, subd. (i)(2).)

- The County Board may affirm the revocation if it finds that the findings of the District Board are supported by substantial evidence. (Ed. Code, § 47607, subd. (i)(2).)

- If the County Board does not issue a decision on the appeal within 90 days of receipt, the Charter School may appeal the District's revocation to the State Board of Education (SBE). (Ed. Code, § 47607, subd. (i)(3).)

The threshold question for the County Board is whether the District's revocation of the charters was supported by substantial evidence. The County Board may uphold the revocations if it finds that the revocations were supported by substantial evidence; it may reverse the revocations if it finds that they were not supported by substantial evidence.

A California Court has described the substantial evidence test as follows:

> "Under the substantial evidence test, our review begins and ends with a determination of whether there is substantial evidence, contradicted or uncontradicted, to support the findings. We do not reweigh the evidence and are bound to indulge all presumptions and resolve all conflicts in favor of the administrative decision. Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a conclusion." (*Napa Valley Unified School District v. State Bd. of Education* (2025) 110 Cal. App. 5th 609, 625.)

If the County Board finds that the District Board was not required to consider remedies implemented after the September 26, 2025 remedy deadline, then the District Board's January 30, 2026 revocation resolution, which was based on the November 4, 2025 Notice of Intent to Revoke, contained substantial evidence to support revocation.

Alternatively, if the County Board determines that the District Board's dissatisfaction with the Charter Schools' remedies as of January 30, 2026 was not supported by substantial evidence in the appeal record, then it may overturn the District's revocation decision if it also finds that the District Board was required to consider remedies implemented between the September 26 remedy deadline and its January 30, 2026 revocation decision.

If the County Board does not issue a decision on the appeal within 90 days of receipt, the District's decision is upheld, and the Charter Schools may appeal the revocation to the State Board of Education (SBE). (Ed. Code, § 47607, subd. (i)(2).)

Sacramento County Office of Education
EDUCATION EMPOWERS

Charter Revocation Appeals
Highlands Community Charter School (HCCS) & California Innovative Career Academy (CICA)

May 19, 2026

Teresa (Tracy) Stinson, General Counsel

Revocation Proceedings Flowchart

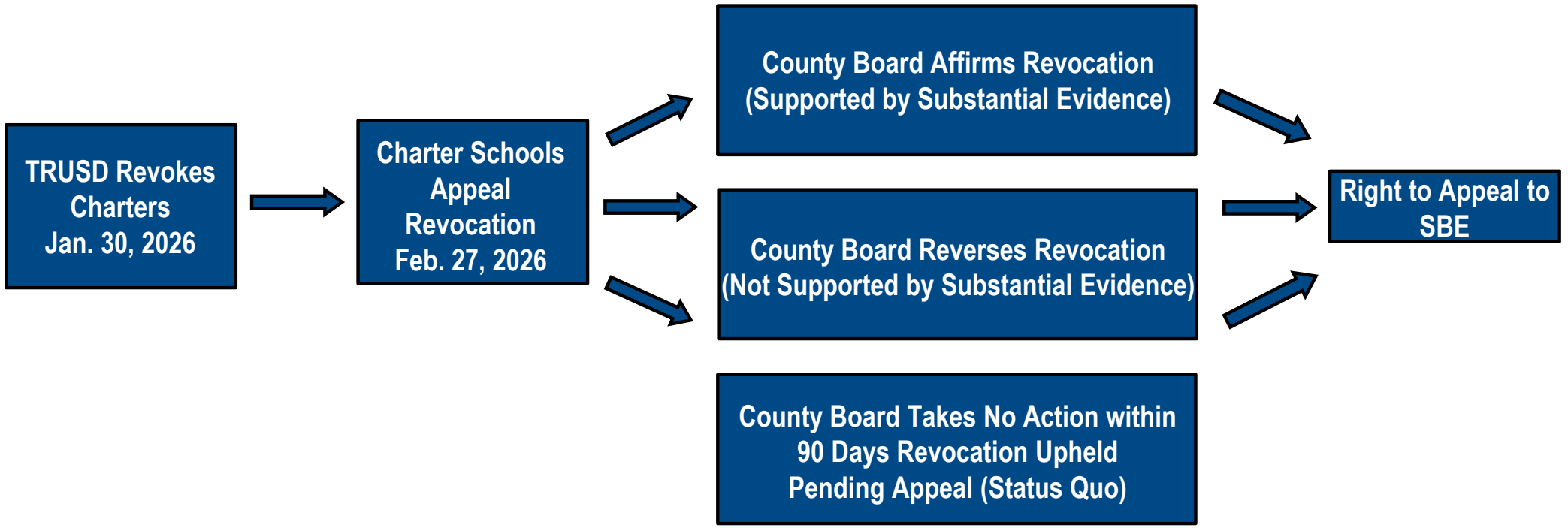

Key Dates - Revocation Proceedings Timeline

2024–2025:	Multiple Notices of Concern and Information Requests.
June 17, 2025:	Notice of Violation (NOV) adopted and issued by District Board.
Sept 26, 2025:	End of remedy period deadline, as adopted by District Board.
Nov 4, 2025:	Violations not refuted or remedied by deadline; District Board issued Notice of Intent to Revoke (NIR)
Dec 2, 2025:	Public hearings held on charter revocations.
Jan 27, 2026:	District staff recommended *against* revocation, finding charters cured violations to staff's satisfaction *after* remedy deadline. District Board did not adopt staff recommendations.
Jan 30, 2026:	District Board adopted Final Decisions revoking both charters.

HCCS AR 008261

Alleged Violations (1 of 2)

NOV – Violations of Charters

- Operating grade levels not in charters
- Operating at locations not in charters or MOUs

NOV – Violations of Law

- Failure to Timely Submit Annual Independent Audit Report
- Credential Misassignments
- Failure to Provide and Track Minimum Instructional Minutes
- Violation of WIOA Exclusive Partnership Agreement

HCCS AR 008262

Alleged Violations (2 of 2)

NOV – Fiscal Mismanagement

- Luxury San Diego condominium lease (charters served no students in area)
- HCCS: Marysville baseball field site lease (not used for students)
  - Donated $25,000 for upgrades, including $12,500 baseball team sponsorship
  - Sold publicly-funded equipment valued at $52,494 to City for $1
  - Terminated lease, but required to continue making lease payments through April 2026

County Board's Legal Scope of Review

Threshold Question:

- Whether the District Board's revocation of the HCCS and CICA charters was supported by substantial evidence. (Ed. Code, § 47607 (i)(2).)
- ***Not****: Whether County Board would have revoked on same facts if it were in the place of the District Board.*

Substantial Evidence

Legal definition of "substantial evidence":

- Relevant evidence that a reasonable mind might accept as adequate to support a conclusion
- Relevant evidence, contradicted or uncontradicted, to support the findings
- Reviewing entity may not reweigh the evidence or substitute its judgment for that of the deciding entity
- Indulge all presumptions and resolve all conflicts in favor of district's decision
- Uphold decision unless it is arbitrary, capricious, lacking in evidentiary support, or made without due regard for petitioner's rights

HCCS AR 008265

Potential Outcome: AFFIRM

- The District Board adopted a remedy deadline of September 26, 2025.
- After Charter Schools did not refute or remedy all violations by deadline, District issued Notice of Intent to Revoke (NIR) on November 4, 2025.
- The Board was not required to allow remedies after the deadline.
- The NIRs contain substantial evidence to support the revocations.
- Even if District Board was required to consider corrective actions taken after the remedy period, the record contains relevant evidence to support the Board's finding that all alleged violations were not sufficiently remedied by January 30, 2026.

Potential Outcome: REVERSE

If County Board determines both of the following:

- District Board was required to consider remedies after the September 26, 2025, remedy deadline;

AND

- The record does not contain relevant evidence to support the District Board's January 30, 2026, findings that the Charter Schools' violations had occurred, and that violation(s) had not been sufficiently remedied.

Then, the County Board may determine that substantial evidence does not support the revocation and may reverse.

Questions?



HCCS AR 008268

TRANSCRIPT OF VIDEO-RECORDED

MEETING OF THE

SACRAMENTO COUNTY BOARD OF EDUCATION

AGENDA ITEMS FOR THE CHARTER REVOCATION APPEALS

SUBMITTED BY THE CALIFORNIA INNOVATION CAREER ACADEMY

AND THE HIGHLANDS COMMUNITY CHARTER SCHOOL

MAY 19, 2026

MS. SABENIANO: Next, we are going to proceed with the agenda items for the charter revocation appeals submitted by the California Innovation Career Academy and the Highlands Community Charter School.

I'm going to call both agenda items, and all proceedings -- including the public hearings and public comments -- will apply to both items.

After the board has heard from SCOE staff and the charter school representatives -- and the Twin Rivers Unified School District representatives, any pub- -- public comment will be taken at that point. And then following that, the board will ask questions and deliberate.

So, I will call -- oh, sorry. The public -- yeah. The public hearing will now open at 7:09 p.m. So, yes, go ahead. Take it away, SCOE staff.

MS. STINSON: Yes. Good evening, President Corona Sabeniano, trustees, Superintendent Gordon, colleagues, and guests. Tonight, the county board will consider the charter revocation appeals for the Highlands Community Charter School and the California Innovative Career Academy.

The board and the public have received the Sacramento County Office of Education analysis of

this, so tonight I'm just going to begin with a summary overview of the appeals process and the legal standard of review for charter revocation appeals.

And after I'm done with my brief presentation, then the charter school appellants from Highlands Community Charter School and California Innovative Charter -- Career Academy, as well as from Twin Rivers Unified School District, will have an opportunity to present. And then we will have the public hearing, and the board will have an opportunity to ask questions.

So, just to -- just kind of a brief overview of where we are. So, as you know, the Twin Rivers Unified School District revoked the -- both charter schools -- adopted a final decision revoking both charter schools on January 30th of 2026. Both charter schools filed timely appeals with the Sacramento County Office of Education and Sacramento County Board of Education on February 27th.

And by law, the county board may affirm the revocations of the school district if they were supported by substantial evidence; they may overturn the revocations if they were not supported by substantial evidence.

Either party may appeal an adverse ruling to

the State Board of Education, and the charter school may also appeal if the -- if the -- if the county board does not make a decision or is unable to take action on the item. Then -- then the charter school may appeal.

This is just some key dates in the revocation proceedings. In 2024-25 -- and these are all included in the record, just kind of highlighting there, just to give the key dates -- there were notices of concern and information requests that were submitted to both charter schools from the school district.

On June 17th, 2025, the school district board adopted a notice of violation and set a remedy period to expire on September 26th of 2 -- 2025. As of November 4th, 2025 -- the -- the charter schools submitted a response on September 26th, 2025.

The school district reviewed those responses and exhibits and determined at a hearing on November 4th, 2025, that the violations had not been refuted or remedied by the deadline, and the district board issued the notice of intent to revoke.

Then on December 2nd, there were public hearings held on the charter revocations. On January -- meanwhile, the charter schools continued to attempt

to remedy.

On January 27th, 2026, the district staff recommended against revocation, finding that the charters had cured violations to the staff satisfaction after the remedy deadline. The district board, however, did not adopt the staff recommendations, and on January 30th of 2026, the district board adopted final decisions revoking both charters.

This is just a -- a very brief overview of the violations that were alleged in the notice of violations. Under the Charter Schools Act, a charter school may be revoked for a violation of the charter, for a violation of the law, or for fiscal mismanagement, or not following generally accepted accounting principles. So, these are the -- the grounds in which the notice of violation were issued.

The allegations relating to violation of the charters was for operating grade levels that were not in the charters, and also for operating locations that were not in the charter, or an approved MOU between the district and the charter schools.

The alleged violations of law were for failure to timely submit the annual independent audit report for the 23-24 school year, violations related

to credential miss assignments, failure to provide and track minimum instructional minutes, and violation of the WIOA exclusive partnership agreement.

The allegations related to fis- -- fiscal mismanagement related to leasing a luxury condominium in San Diego, which was not used for students served by the charter, and also for leasing a Mary- -- a baseball field in Marysville, which was not used for students, including donated public funds for upkeeping that baseball field and -- and using other equipment.

That lease was -- as alleged in the notice of violation, that -- the lease was terminated; however, the charter schools were required to make lease payments through April 2026, which at some point, were bought out.

So, in terms of the county board scope of review, your legal scope is to really determine -- the key to this is whether the district board's revocation of the charter schools was supported by substantial evidence. It's a -- it's a legal standard of review.

That -- the issue is not whether the county board putting itself in the shoes of the school district would have revoked the charter if it were looking at the same facts and circumstances.

So, in terms of substantial evidence, the

courts have defined -- there's a number of cases out there that talk about substantial evidence, and the courts have said that it's relevant evidence that a reasonable mind might accept as adequate to support a conclusion. It's -- they've also described it as relevant evidence that is contradicted or uncontradicted to support the findings.

So, it doesn't just have to be uncontradicted evidence in the record; there has to be some evidence in there that a reasonable person could rely on to support the findings.

And when you're using this and applying the substantial evidence standard, the reviewing entity, which -- which means the county board -- is not allowed to re-weigh the evidence or substitute its judgment for that of the deciding entity. Instead, it indulges all presumptions and resolves all conflicts in favor of the lower tribunal's decision, in this case, the school district's decision, and this is right out of the case law.

And normally, the decision is upheld unless it's considered arbitrary, capricious, la- --lacking in evidentiary support, or made without due regard for petitioner's rights.

So, as I mentioned before, there's potential

outcomes that the board will be considering tonight and deciding upon.

If the board were to affirm the school district's decision, it could do so on these bases: the district board adopted this remedy deadline of September 26th.

After the charter schools did not refute or remedy all the violations by the deadline, the district issued the notice of intent to revoke on November 4th, 2025, and proceeded with the remaining procedures required by the education code, it -- the board -- if it were to find that the board was not required to allow remedies after the deadline, and that the notice of intent to revoke contained substantial evidence to support the revocations.

Alternatively, even if the district board was -- the -- if the county board -- even if the county board were to determine that the district board was required to take corrective actions after the remedy period, then this county board could still affirm if it concluded that the record contained relevant evidence to support the board's finding that all of the alleged violations had not been sufficiently remedied.

If the board -- the county board were to

reverse the district's decision, it would need to do on these bases: if the county board determines both that the district board was required to consider remedies after the September 26-25 remedy deadline, and that the record did not contain any relevant evidence to support the district's findings that the charter school's violations had occurred, and that the violations had not been sufficiently remedied.

If both of those were found, then the -- the county board might be able to determine that substantial evidence does not support revocation.

I will be available to answer questions at the end of the public hearing, I just kind of wanted to outline the applicable standards.

So, now we will hear from representatives of the Highlands Community Charter School and California Innovative Career Academy. Followed by that, the Twin Rivers Unified School District will have an opportunity to address you. Thank you.

[inaudible]

MR. RAYMOND: Good evening, trustees and Superintendent Gordon. My name is Jonathan Raymond; I'm here along with Jerry Simmons and Darrell Steinberg. We're representing the students and staff of Highlands Community Charter and Technical Schools.

I want to begin this evening with a story that's directly relevant to the issues before you this evening.

My first formal role in public education was serving as chief accountability officer for the Charlotte-Mecklenburg schools.

At the time, my oldest daughter was learning to read, and one day she picked up my business card, and she looked at me and she said, daddy, what does a chief accountability officer do? I smiled and said, honey, my job is to catch people doing good things.

It was a cute answer, I know. But as I've learned, there's real truth in that answer. Shortly after arriving in Charlotte, my mentor, the late Superintendent Thom Payzant, challenged me with a question that fundamentally has shaped my understanding of leadership and accountability.

He asked, what do you mean by accountability? Is it accountability, I got you, or is it accountability to get it right? And that definition really matters.

Because in education, where the stakes are so high for students and families, accountability cannot simply be about punishment. It must ultimately be about whether we are willing to do the hard work to

get it right for our students.

And that's why tonight matters.

When Twin Rivers established September 26th, 2025, as the deadline to cure the notice of violations, they knew it was administratively impossible. They knew I had only recently been hired, and would not start in Sacramento until the middle of July. They knew that Highlands had laid off over 600 employees and that the organization was in trauma. And they knew there was no academic leadership structure, and that the opening of schools was only weeks away.

Under those circumstances, no reasonable organization could have fully cured every violation by that date. The deadline was arbitrary, it was unfair, and it came on the heels of a state audit that not only criticized Highlands, but that called out Twin Rivers itself for years of poor and lax oversight.

That is not accountability focused on getting it right; that is accountability focused on, I got you.

But then something important happened: Twin Rivers staff began working collaboratively with our team.

A spirit of partnership and problem solving began to emerge, and the public record reflects this

clearly through numerous emails and communications, including Trustee Baker's public statement at the November 4th board meeting when he noted, and I quote, "The school will be given additional time to correct those violations or provide demonstrative evidence of progress towards compliance."

He further noted the process allows multiple opportunities for Highlands to address the issues through de- -- detailed plans and documented steps towards resolution.

The record further shows Highlands was given until January 2nd to provide evidence, documentation, and plans demonstrating compliance with the notice of violations. And we relied on these assurances.

And ultimately, that collaborative work between Twin Rivers and our staff led the Twin Rivers staff, the superintendent, and their legal counsel to recommend on January 26th that Highlands had cured the violations, and that revocation was not warranted.

To now argue otherwise, to suddenly claim Highlands failed because it had not cured by September 26th, is inconsistent with the record.

It's inconsistent with the spirit of collaboration that had followed, and it's inconsistent with the legislature's clear intent that schools be

given a meaningful opportunity to improve and cure deficiencies.

But most importantly -- most importantly, it is not in the best interest of students, because Highlands is more than a school to the nearly 2,000 people that we now serve.

For many students, Highlands is a lifeline. It's a place where students feel respected, safe, and seen. It's where they learn English. They can earn a high school diploma and gain technical skills that can transform the trajectory of their lives and the lives of the families that they are part of.

These students deserve this school, and they should not be punished for the failures of prior leadership, none of whom remain affiliated with Highlands today.

In just 10 months -- 10 months, our team has worked relentlessly to restore integ- -- restore integrity, rebuild trust, strengthen our systems, raise expectations and standards, and make decisions that are grounded in the best interests of our students. We've earned the opportunity to continue this work.

So, let me be crystal clear. A vote to reverse Twin Rivers revocation allows Highlands to

continue to stabilize, improving and innovating on behalf of our students. It allows their stories to continue to be shaped by their hopes and their dreams.

A vote against Highlands, or a failure to act, effectively dooms this school and disrupts the lives of nearly 2,000 students who depend on it.

And let me say this plainly. Your vote tonight is not about us up here. It's about these students right here. Stand up, students. Stand up. Stand up [inaudible].

It is about -- it is about whether we believe these students -- it's about whether we believe these students deserve an institution willing to fight for them, improve for them, and refuse to give up on them.

As I close, I want to leave you with one final commitment. Highlands will not seek reauthorization through Twin Rivers in the future. And I promise you this: If given the opportunity to continue this work, Highlands will become a school that this community, that this county, and that this state can be really proud in. Thank you.

MR. SIMMONS: Good evening -- good evening, board members. I'm Jerry Simmons and I serve as legal counsel for Highlands. I'm going to skip through some

slides I have that were related to the legal standards, because Tracy did cover that -- your general counsel -- already.

However, I did want to make sure that we walked through each of the issues that were at stake in the notice of violations, and what the district staff found on each of those issues.

There was an issue about grade levels not being approved, and district staff found that Highlands had ceased the practice of enrolling students in the 9th and 10th grade; that it had in fact started enrollment in 1st and 2nd grade -- which were the grades contained in the charter -- that there was a commitment reached and agreed upon that before adding or changing grades -- that Highlands would submit a material revision request.

And that, if not approved, Highlands would continue to serve 1st, 2nd, and 12th grades as approved in their petition. So, staff found that issue was fully remedied.

Similarly, staff found that the locations issue was remedied, because the Highlands Board had been taking action to terminate or buy out leases that were not in the approved petition. And then, Highlands did move into only locations that were in the approved

petition prior to the remedy date, and that was added to the record.

And further, Highlands did adopt and revise multiple board policies, including one related to school site opening and closure, to ensure this would never happen again.

There was also an issue with regard to failure to submit an audit report. This was ultimately submitted to the district on January 2nd, 2026. So, this issue was found to be remedied.

In terms of credential misassignment, this issue relates to the fact that the school had been using adult education credentials for many of its teachers. They are serving only adults, as I think all of you know, which is why they had chosen that credential.

This was questioned in the state audit, and so Highlands shifted, and laid off employees who had those adult ED credentials and replaced them with teachers who had high school credentials. The -- the district found that this was, in fact, also remedied.

Failure to track and meet instructional minutes was also found to be remedied. They found that there were corrective actions taken to improve attendance policies and procedures that were evidenced

through revised calendars, bell schedules, staff trainings, and internal audits, and that the school was collaborating with its back office provider to support attendance monitoring and reporting.

There was also a question about violation of the exclusive partnership agreement where students who were not involved or enrolled in a Workforce Investment Act program had been allowed to enroll in the charter school.

Those students were disenrolled, and the program in question was terminated, and therefore, there was evidence on the record that this issue also had been fully remedied.

In terms of the fiscal mismanagement of the San Diego location, this was also found to be remedied due to a lease termination and buyout, and through adopted and revised board policies to prevent this sort of issue from ever happening again.

Similarly, with regard to the Marysville 2 -- which was the baseball facility referenced by your counsel -- this was also found to have been bought out, and also board policies adopted to resolve this issue and prevent it from occurring in the future.

There were a couple of issues that were different with regard to CICA than Highlands. I'm just

going to mention those briefly.

In the case of CICA, there was no issue with grade levels, because the charter petition did authorize service of both 9 through 12, and 8th grade and below. So, essentially, a K-12 petition for CICA. So, with that evidence, staff found that the CICA had successfully refuted that alleged violation.

And then the Marysville 2 location was not applicable to CICA. That was only an issue that related to Highlands.

So, with that, I'm going to turn the balance of our presentation time over to Darrell Steinberg.

MR. STEINBERG: Thank you, Jerry. Madam President, members of the board, it's good to be before you. First time I've been on this side of the dais in a few decades. I respect the job that you do.

Process and due process matter. And while I believe strongly in Jonathan Raymond and his team's vision and the work they have done to begin turning Highlands around -- this is somewhat about that, but it's more about the flawed, and, frankly, illegal process that Twin Rivers conducted over the course of these months.

That leads to an inevitable conclusion that there is no substantial evidence on the whole record

to support the board's decision to revoke.

The question has been raised numerous times; since the Twin Rivers board has final decision-making authority -- let's stipulate to that. Not the staff, the Twin Rivers Board.

Did the staff make a unilateral rogue decision, separate from the board, to give Highlands more time after September 27th of 2025? Or did they in fact authorize the staff to work with Highlands to give them more time to remedy the alleged violations?

I ask for your patience in going through a little bit of a detailed timeline in five minutes, because the timeline is dispositive here. It's what matters.

On November the 4th, 2025, the Twin Rivers board had a meeting. And at that meeting, they issued a notice of intent to revoke -- not a revocation, intent to revoke. At the same meeting, four out of the seven trustees are on the record saying, either explicitly or implicitly, that Highlands should be granted more time.

I have the transcript in front of me, and if we had time, or upon question from you, we've actually put some of the highlights of the meeting for you to watch.

But here's what President Jefferson said. "I want to see the work continue. It is my hope that we get there, but we are not there today."

She went on to say that, "We can get Highlands Charter into compliance. We can help them." Trustee one. Trustee two -- Trustee Baker said that, "We're giving them another 60 days to correct these violations."

Trustee Baker, "60 days to correct the violations." And by the way, Trustee Baker then makes the motion to pass the intent to revoke. So, Trustee Baker is saying, this is an intent. You get 60 more days.

Trustee Vogt. After the Twin Rivers legal counsel says, we're giving them more time, he says -- or Trustee Vogt said, "That would hold us to a finite, finite timeline, correct?" Correct.

And finally, Trustee Bastian said, "Tonight's vote is not about closing Highlands Charter. It's about giving more time to make it right. Is that the essence?"

Four board members gave the Twin Rivers staff the authority to go forward to continue working with Highlands. And then here is the key thing that happens after that. Three minutes.

December the 3rd of 2025, the lead staff for Twin Rivers, a woman named Sharilyn Warta, writes to Highlands and says, "You have until January 2nd to submit more evidence."

And she says -- and this is really key -- that, "We're giving you this time so that we can expand the record." Talking about the record -- substantial evidence on the record. So, it was Warta that says, "You need to submit evidence timely so that we can expand the record."

So, then what happens? They work together, of course. And the Twin River staff, after working with Highlands, concludes -- it's the only factual finding, by the way, on the completed record -- that Highlands, in fact, complied, and that there is no basis for revocation. It's clear that they said that.

What then does the board do?

The board, on January 27th, issues a resolution which relies on the November 4th, 2025 notice of intent -- notice of intent to revoke, which was the old record -- the pre-November 4th record. They rely on that when, again, on November 4th, this very same meeting, they ask for an expanded record to consider whether or not Highlands has actually come into compliance.

This is the essence of an abuse of discretion.

And so -- I've got a minute 38 left, and I want to sum it up with this: in determining whether there is substantial evidence in the record to support the board's decision, please ask yourself this; which record?

Is it the record prior to September of 2025 that the board relies on in making its ultimate decision on January the 27th? Or is it the record that the board itself asked for on November 4th to consider, again, whether or not Highlands was in compliance?

They gave direction to expand the record, and the same night, they contradicted themselves -- they contradicted -- I'm -- they contradicted themselves.

The expanded record that they requested has no evidence to make a conclusion that Highlands failed to comply. In fact, just the opposite.

In the -- in the January 27th revocation itself, they did not -- they did not provide any new allegations; they did not specifically rebut the staff. They simply said, we're relying on the old record, after they had asked to create a new record.

That's an abuse of discretion.

And I would argue -- respectfully, I think your counsel did a very fine job in presenting the options -- but it's one of the clearest cases of a lack of substantial evidence in a record that the very board asked for.

So, we ask you on clear process violation to grant the appeal. Thank you.

MS. STINSON: I will now invite the Twin Rivers Unified School District representatives to make their presentation.

MR. DIGIULIO: Good evening, Board President Corona Sabeniano, members of the board, as well as Superintendent Gordon. My name -- my name is Ryan DiGiulio.

I'm the chief business official for Twin Rivers Unified School District, and I'm joined here by our attorney, William Schuetz of Dannis Woliver Kelley, and we'll be presenting to you a review of the district's revocation process and findings for both the Highlands Community Charter School and the California Innovative Career Academy.

And I'd like to say that -- apologize we don't have more representation here, but we also have a board meeting occurring tonight, so -- but everybody

sends their well wishes, and we'll get started.

MR. SCHUETZ: Good evening, board and Dr. Gordon. I appreciate the time. This is -- my name is Bill Schuetz, I'm with Dannis Woliver Kelley representing the district here tonight.

So, this first slide is just really timelines, which you've already gone through earlier with counsel's presentation.

As confirmed by SCOE in their analysis of the revocation appeals, Twin Rivers satisfied all required timelines and followed the revocation procedures outlined in the education code and applicable regulations.

So, following -- after multiple and varying requests for information and notice of concern over a 12-month period, the district issued a notice of violation on June 17th, which gave the charter schools until September 26th, over 3 months, to remedy the violations. Because they failed to remedy the violations and concerns that were brought to their attention before then.

By approving the issuance of the notice of intent to revoke, the district board concluded that the charter schools failed to sufficiently remedy all the violations identified in the notice of violation

by the expiration of the remedy period.

Although the charter schools submitted additional materials and took other actions after expiration of the remedy period, the board was not obligated to consider remedial efforts taken after expiration of the remedy period.

Even if the district were required to consider them, the board found that attempts at further remedial actions after expiration of the remedy period failed to sufficiently remedy the violations and-or promised unsubstantiated and unreliable future performance. And these were adopted as part of the findings of the board.

So, the core question -- and -- and Counsel Stinson mentioned earlier that it's not, was progress made, or could a different decision have been reached, but it's, was there substantial evidence in the record? Does it support the findings?

On appeal, the county board scope of review is limited to determining whether the revo- -- revocation findings made by the district board are supported by substantial evidence on the record. And as reference, that's a deferential standard.

Substantial evidence has been defined by the courts as relevant evidence that a reasonable mind

might accept as adequate to support a conclusion, and the evidence must be viewed in light most favorable to the district board's decision.

As recognized by staff in their analysis, an inherent part of the substantial evidence standard is a presumption in favor of the district board's decision.

So, should the board -- this county board conclude that substantial evidence in the record supports the district's findings regarding any one of the grounds for revocation, that determination compels the county board to affirm the district's revocation decision.

So, it was mentioned briefly earlier, but the final decision whether to revoke a charter is made by the authorizer's board, not by staff. The Twin Rivers board concluded that the charter schools had not sufficiently remedied the violations by the end of the remedy period.

While staff's recommendation regarding revocation was based on post-remedy period actions taken by the charter schools to address the violations, the district board was not required to accept staff's recommendation or consider any actions taken after the expiration of that remedy period.

So, Ryan's going to go through some of those violations for you right now.

MR. DIGIULIO: So, as we go through each individual violation, you'll see in the top left corner is the school that's impacted. So, for this one it's the Highlands Community charter. The violation itself, grade levels not approved. And then we'll go through kind of the factual background, and Bill will come back and talk about the staff findings and the ultimate board decision.

So, again, this applies to Highlands Community Charter School, and there was admitted wrongdoing here. Highlands said that they would take responsibility.

To cure or remedy this violation, Highlands submitted two material revisions; Highlands withdrew both material revision requests before the Twin Rivers board could make a determination.

As part of the proposed remedy, Highlands also submitted three different grade level transition plans. The final grade level transmission plan, submitted on January 9th, stated that they would not be in compliance with their petition until July 1st of 2026.

MR. SCHUETZ: So, following that process,

staff determined that once implemented, that January 9th plan would remedy the violation. But the district board decision determined that Highlands continue to serve students in grades that are not approved, therefore it had not been remedied, and promises of future compliance were not acceptable.

MR. DIGIULIO: So, the next violation related to HCCS again; locations not approved. And the location was one operating at 10013 Folsom Boulevard. Highlands did admit wrongdoing and said they have failed to comply.

To remedy the violations, Highlands submitted three material revision requests. The first two were withdrawn before determination could be made. The final request was submitted on January 2nd of this year.

During the January 27th board meeting, Highlands offered conflicting information regarding this matter. They verbally stated that they had returned to approved locations, but their presentation had said that they submitted plans to cure the violation.

To date, the district has not received evidence, such as a termination agreement, that show Highlands is vacated from 10013 Folsom Boulevard.

MR. SCHUETZ: And then staff, during the January 27th, meeting determined that CICA was in process of moving to locations that are approved, but did not confirm that -- that the Highlands have provided evidence of compliance.

The Twin Rivers board determined that Highlands had not complied with -- within the remedy period, and that plans promising future compliance were insufficient.

MR. DIGIULIO: So, also for locations not approved, we have CICA here, and they were operating at six unapproved sites, as seen on the bottom right corner of the slide right there. You can see in red.

CICA did admit wrongdoing and failed -- and said they had failed to comply. To cure or remedy this violation, CICA submitted three material revision requests. The first two requests, again, were withdrawn. The final one was submitted on January 2nd.

During the January 13th material revision public hearing, CICA stated the material revision request cured the violation, and if the material revision request was denied, they would return to approved sites.

By stating that they would return if denied, CICA admitted to continued operation at the unapproved

locations through January. The school, essentially, postponed compliance until time had expired.

To date, the district has not received any evidence, such as termination agreements or communications from landlords, that CICA has vacated from the unapproved locations.

MR. SCHUETZ: So, similar to HCCS, staff concluded that CICA was in the process of moving to locations that are approved, but the board's ultimate decision was that the violation had not been remedied, and that plans of future compliance were not acceptable.

MR. DIGIULIO: And now, for both schools, related to the failure to submit the 23-24 audit report. This applies to both schools.

Highlands assigns responsibility for this failure to Eide Bailly, the auditor. Highlands asserted they had been responsive and they had provided all the necessary documentation to the auditor.

The district received unreliable reports from Highlands and CICA. The reports do not constitute what is considered a compliant audit; to the contrary, they confirm the absence of any reliable financial information to solicit an opinion upon. The auditors

state they were unable to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

There is, in quote, "Substantial doubt about the organization's," quote, "Ability to continue as a going concern," quote. And therefore, quote, "We do not express an opinion on these financial statements," quote.

MR. SCHUETZ: So, as -- as mentioned and reflected in this slide, copies of other reports were provided to the district on January 2nd. The board decision was that the violation had not been remedied within the fine remedy period.

MR. DIGIULIO: The next violation regarding CICA is a failure to track and meet instructional minutes. CICA submitted three different student calen-- calendars, stating the previous version had errors. The last version was submitted on October 13th of 2025.

Without accurate calendars, the district could not evaluate compliance with instructional minutes. Calculation required that they have a number of days and the hours assigned work per day. For example, the equation student days times daily minutes equals your annual instructional minutes.

Instead, CICA relied on attendance processes, procedures, pacing guides, curriculum, lengthy explanations on synchronous learning opportunities, and more, as opposed to the calculation. That information was helpful, but the violation was -- was for failure to ensure the school met the required annual instructional minutes.

CICA continuously said they met the required 64,800 minutes, but did not provide evidence. The record failed to describe any method that showed how they met the actual requirements.

Schools cannot simply say they comply; they must have evidence to prove it.

So, during the January 27th board meeting, a CICA representative vaguely described a method for calculating instructional minutes that is omitted from all previous evidence. This was the first and only mention of such a calculation in the record. The representative said assignments have to be met or exceed six hours.

Other than -- than in this instance, there is no mention of a practical method that could verify compliance with the required annual instructional minutes.

MR. SCHUETZ: So, staff noted that

improvement in attendance practices in the collaboration with charter impacted their recommendation, but did not represent that CICA had provided evidence that they met the minimum number of required annual instructional minutes.

The board ultimately decided that the violation had not been remedied within the remedy period.

MR. DIGIULIO: So, for the next two items related to fiscal mismanagement, we're going to go through the same slide, and then we're going to provide some additional evidence on a second slide.

So, this one is for both schools. It relates to the San Diego condominium location, and they admitted wrongdoing on this as well and stated it was their responsibility.

The termination or buyout agreement addressed re- -- reoccurring expenses. The lease term was scheduled to end in January of 2026. The termination agreement ended the lease in November 2025, so it only mitigated two months of payments.

The remedy plan included the adoption of a school site opening and closure board policy. The policy states that school must obtain written approval from the authorizer prior to the opening of a new

facility, which is a requirement already outlined in ED code.

On December 9th, as part of the remedy plan, Highland submitted additional adopted or revised policies. These essentially equated to a promise of future compliance. Recent evidence supports that this remedial measure was not effective in addressing the violation, in fact.

The district observed that during their March 26th board meeting, Highlands bypassed one of those newly adopted board policies altogether.

The agenda said that they were waiving BP 3310 for three contracts. BP 3310 is the purchasing of vendor selection policy that they submitted as part of the remedy fan -- remedy plan promising future compliance. Together, those 3 contracts came to more than $272,000.

Here we see that less than two months after the revocation process ended, Highlands is circumventing their own internal policies, which were intended as a fiscal safeguard.

MR. SCHUETZ: And staff acknowledged that the reoccurring costs had stopped, and Highlands had a plan that promised future compliance. But the Twin Rivers board, as shared in the next slide, more --

found that more than $266,000 was spent on a condo with no attempt to address misused public funds, and that violation had not been remedied within the remedy period.

MR. DIGIULIO: And further information on this location -- and this is evidence submitted by Highlands related to the condo -- the purpose for the facility, according to Highlands, was for one employee working remotely.

This doesn't make any sense, because the very nature of remote work means that the employee does not require a location funded by the organization. Otherwise, it's not remote work. So, it just doesn't add up in our -- in our minds.

Highlands' suite 310 was also the most expensive suite in the building, and it was advertised as having unparalleled views of the baseball park. So, the organization failed to address the misspent funds in this -- in this violation.

Although the lease was terminated, the public funds expended on this property will not be recovered. They did not make a single attempt to return or recoup taxpayer money. Highlands dismissed Twin Rivers board's concerns, saying that taxpayers are not going to get their money back.

The second fiscal mismanagement violation relates to HCCS; the Marysville 2 location, the baseball field. The charter school did admit wrongdoing, saying the decision does not reflect stewardship of public resources.

The remedy plan that they set forth included the adoption of a school site opening and closure board policy -- which echoes education code -- adoption or revision of board policy, updates to their fiscal policy, and a procedure manual.

Highlands signed a termination agreement that required ongoing payments through April 30th, 2026. While they decided to submit a lump sum payment of $33,639 dollars and eighty cents all at once, this does not change the terms of the agreement.

By signing the termination agreement, Highlands effectively committed to the ongoing violation through April of 2026. The termination agreement also gifted more than $52,000 in equipment to the City of Marysville for $1.

MR. SCHUETZ: So, staff acknowledged that the termination agreement -- that there was one, and that Highlands had adopted policies offering a plan for future compliance.

But the district board ultimately

determined, as Ryan will show in the next slide, that there was no attempt to address over the $228,000 in misused funds, and that that violation hadn't been remedied during the remedy period.

MR. DIGIULIO: So, you can see on this slide, as this photo evidence provides, you know, there's agreement requiring Highlands to make improvements to a minor league baseball field in the city of Marysville.

That agreement required Highlands to pay for field maintenance and repair, structural repairs, updates to plumbing, electrical, and bathrooms, replace stadium seating, pay all taxes and levies, capital improvements to the facility as well, and replace the scoreboard. And there was actually more.

While most leases consider normal wear and tear, this lease said normal wear and tear will not be a consideration. In fact, it stated that Highlands must make improvements so as to negate the effects of ordinary wear and tear.

There were no attempts to address the misused public funds. There was no evidence that Highlands even attempted to open discussion with the City of Marysville about the questionable nature of this agreement.

MR. SCHUETZ: So, getting back to that core question before you, which is, does substantial evidence in the record support the district board's findings; our -- our position is it does.

HCCS and CICA have not provided evidence of vacating approved locations. Failed to submit 23-24 audit, failed to track and meet minimum annual instructional minutes. Some of these were -- were straight from that notice of violation. Currently serving grades that are not approved, and as these last two slides discussed, they haven't addressed the misspent public funds and the significant harm to the taxpayer.

So, the conclusion to us is substantial evidence in the record supports district's findings as to all the grounds for revocation.

So, in summary, the determination and final decision to revoke was within the district board's lawful authority and is supported by substantial evidence in the record. The County Board of Education must review the evidence in light most favorable to the district board's findings, and indulge all reasonable inferences in support of those findings and its decision.

Should the County Board of Education include

-- conclude that substantial evidence in the record supports the district's findings in support of revocation for one or more of the grounds for revocation, that compels the county board to affirm, uphold, the district's revocation decision.

The district, in conclusion, reflect -- respectfully urges the county board to affirm the district board's decision to revoke HCCS and CICA as charters.

MR. DIGIULIO: We thank you for your time and consideration of the facts for this case. Thank you.

MR. SCHUETZ: Thank you.

MS. SABENIANO: Thank you. We will now move on to public comments. If you have not filled out a speaker card, you can find that in the back of the room. The yellow card. Fill that out and turn it in to Wende Watson.

And I will turn it over to Assistant Superintendent Michael Kast, who will read the names for public comment.

MR. KAST: Yeah, so, we have quite a few speaker cards, so please bear with us. We are going to ask participants to line up at the front left doors right outside in the hallway and then come in one at a

time when the podium opens.

When the last of those five comes to the podium, I will call another five names to come up, and then, with that, please excuse any mispronunciations. I respectfully will do my best for all the names, and I will start calling our first five public speakers.

Zarmina Wardak [ph], Hasam Buzgaya [ph], Melissa Roberson, Shira Miranda [ph], and Julianne Neal [ph], please come to the side door, and we will let you in one at a time. We do have four overflow rooms, so please give us just a minute to get this fus- -- first group up, please.

MR. BUZGAYA: Hello. Hasam Buzgaya. The Highland Charter took $180 million of taxpayers' money while not meeting legal and [inaudible] requirements, misreporting attendance, lacking documentation for student attendance, using teacher without proper credentials, questionable spending, and on and on and on. They listed everything.

Then we stood here while we were listening to their lawyers, and I'm astonished our mayor basically doing what -- in his self-called good lawyering, while they are representing a criminal by saying to the court, yes, our client admits to doing all this misdeeds, and they did them, and we want a

second chance.

It's not one, it's not two, it's not three. It strikes at the core of education. Everything they did is wrong and misrepresented the -- what they should be doing, and they misused the public money, and it's bad for the immigrant community.

And most of these immigrants right here holding the papers up, and I asked a lot of them, don't know why they're here. Don't even know why they're here. And they can't speak or re- -- or represent themselves. Right? I challenge any of them to come up here and talk. They have addressed very -- every grievance, and they wouldn't do it again. They used to show up. I'm sorry. That's all I have to say.

MS. ROBERSON: Am I ready?

MS. SABENIANO: Yeah.

MS. ROBERSON: Okay. Good evening, board members. My name is Melissa Roberson. I'm the director of accountability for Highlands Community Charter and Technical Schools. I have had the honor and privilege of working at Highlands for over 10 years. I started as a teacher.

I'm very passionate about the community that we serve, and I've worked very closely with Twin Rivers Unified School District throughout this

process. I've been the recipient of the letters. I've been working very closely with -- with Ryan [ph] and Bill [ph], their legal counsel. I just want to set the record straight on a couple of items.

The first one is that we provided over 77 leases to Twin Rivers Unified School District, which showed the exact dates, the lease terminations, when the lease started, and when the leases ended. All of those leases have been provided, including for -- for the Folsom Boulevard. The leases were provided for Marysville, for San Diego. All of those leases have been provided.

I also want to acknowledge the material revisions to the charter. So during the time of collaboration, while we were working with Twin Rivers, we -- we withdrew the material revisions to the charter at their request. We drafted it originally to address two of the items that were noticed as a violation. We were addressing the locations, and we were addressing grade levels.

However, there had been other significant changes to both of the schools, and so we went in, and we updated the plan, every single thing that we had done differently. Ultimately, it was too much for their board to review, and therefore they requested

that we take all of them -- all of that out and just focus on the locations that we were serving and the grade levels under the pretense that this charter could be approved.

I also want to speak about the SICA's instructional minutes. Oh, I'm sorry. Thank you.

MS. SABENIANO: Thank you.

MR. KAST: So I'd like to call up the next group of speakers to please line up. Shana Miranda, Julianne Neal, Zarmina Wardak. Some of those names are repeats. And then Oscar Aguilar [ph], Alejandro Romero [ph], and Daisy Calendrez [ph].

MALE 1: And [inaudible]

MR. KAST: We'll just go with them for now.

MS. MIRANDA: Good evening. My name is Shana Miranda, and I am an employee of the school. Over the years, I've witnessed many different leaders, many difficult moments. Past leadership have made many mistakes that deeply impacted this school and our community. But I have also witnessed the current leadership working tirelessly to repair the damage that they did not make.

What I want everyone to remember tonight is that this is more than just a school; this is about the future of our community. This school changes

lives, and for many of our students and our families, this school is their safe place, their support system, and their hope for a better future.

I stand here today not for myself, but for the students of our community who depend on us. They need stability. They need support. They need adults willing to fight for their success. Allow us to do that. No school is perfect, but the work happening here matters. The impact this school has had and will continue to have is real. We can't change the past, but we sure have learned from it. And we will continue to do better.

I ask that we continue focusing on what we can control and what is best for our students. Great things are happening at Highlands. And thank you for this opportunity for m- -- to allow me to speak. Have a great evening.

MS. NEAL: Hello, my name is Julianne Neal. I am a fourth-grade teacher in the Twin Rivers District, and I am a proud, true member, Twin Rivers United Educators. I am also someone who lives in Area 3 as well as teach in Area 2.

So Highlands and CICA's operators engaged in a pervasive misuse of public education dollars. While they claim that new leadership has turned things

around in the right

direction, they are spending hundreds of thousands of dollars on expensive consultants for PR, lobbying strategy, and have not even been able to produce the valid audit for '23/'24 or '24/'25.

The TRUSD board of direction -- directors took the appropriate legal steps to revoke these charters, and there is no legal basis to reverse this decision. The revocation must be upheld. When considering the luxury apartment in San Diego above Petco Park, trips to Hawaii, trips to France, the baseball field in Marysville, all of the money that was misappropriated and not spent on student learning should be not just appalling to us as community members and educators, but to you as well as a board who's supposed to be responsible for students.

The violations revoke trust that we have in the community with $100,000 spent at consultants to bring buses out to bring people here to stand and say they're with that. Hiring a bus may be not the best use of funding either to come advocate for themselves. Extravagant expenditures still not there. There is no legal basis to reverse this charter revocation. TRUSD followed the legal process --

MS. SABENIANO: Time.

MS. NEAL: Thank you.

MALE 2: Okay. Speak into the mic, okay?

MALE 3: Hello, the board members. Thanks again for having me here. I think I met you guys before. English is my second language. And I'm so grateful with this -- this school that have taught me many, many things. A little bit of me. I -- I found Highlands in one of those really hard times in my life after losing everything. My English wasn't perfect as it is now. But little by little, I'm getting on top of those struggles. I have goals now. And I -- I only -- I only have to -- to give thanks to -- to my teachers and the beautiful staff who -- who is at Highlands and all the students that -- that we continue going until -- until the end because we are not going to give up. We are not going to give up. We -- we are here to continue this fight and hopefully -- hopefully you guys can change your -- your mind. Because Highlands is more than a school; it's like a family for many of us who has lost everything, and the only hope is to get better and succeed in life. In order to do that, I need to get my high school diploma, and -- and Highlands offered me that opportunity.

Once I get that, the high school, I will continue because one of these days, I'm going to be

sitting in one of those chairs right there so I can -- I can -- so I can analyze and give my opinion. And you guys may -- may dimiss me -- diminish me because of my accent, of my skin color, but that's not what we learn in Highlands. Highlands, we are a big community, big family, and we are here to stay.

MS. SABENIANO: Time.

MALE 3: Thank you.

MR. ROMERO: Buenas tardes, honorables miembros del -- del buró. Mi nombre es Alejandro Romero. Soy estudiante de Highland. Vengo ante ustedes porque en sus manos está hoy la vida de -- de muchos estudiantes. Castigar a la escuela, retirando su licencia, no castiga a los antiguos administradores; nos castiga a nosotros, castiga a nuestras familias que se benefician del valor de la educación.

Muchos de los estudiantes actuales somos inmigrantes que salimos o -- y muchos de nosotros refugiados que salimos de nuestros países por guerra o pers- -- o persecución por no tener derecho a estudiar, por no tener derecho a hablar, a decir lo que queremos. Si cierran esta escuela no tenemos dónde ir y hay miles que están esperando para entrar [inaudible].

Bajo la nueva dirección de Highland, ya

comenzó a cambiar y les pedimos a ustedes que fiscalicen, que vean que se gasta el dinero. Es lo importante. Pero por favor no destruyan nuestro futuro por los errores del pasado. Que el error de quienes pudieron haber abusado no se selle con el error de la clausura.

MS. ROMERO: Good evening, members of the board. My name is Alejandra Romero, and I'm a student of Highland. I'm here to ask you for not close our school. Our school is our family. It's not just students; it's family and a commun- -- a community of courage.

There are more than 4,100 students right now who come from different countries with the -- as refugees, as immigrants, or people who are hoping for another chance because they have been in jail. Please help us to sustain and keep up with our work. We are -- there are more than 4,000 persons who want to be enrolled in the program, and they can't.

Please, under the new administration on Highland, the school has been promoted and be success in making many changes. Please, please, we ask you for our future, not for thinking in our past. Ch- -- Highland's changes have helped us to have a more technology and better -- and better classroom time. I

-- I'm asking you to support our future.

MR. KAST: Thank you.

MS. ROMERO: Thank you.

MR. KAST: So we have Zarmina coming up, and then we're going to make a small change; I think we can safely make it. We're going to line the next group up in the center and I'll make sure we're tracking to make sure we get everybody's voices heard. The next group of speakers will be Daisy Calendres [ph], Gabriella Calendres [ph], Dr Addie Ellis [ph], Svetlana Evoka [ph], and Nate Garcia [ph]. Please come down the middle aisle, and we'll stop and make sure we have everybody accounted for. Thank you.

MS. WARDAK: Good evening, everyone. Good evening, everyone. My name is Zarmina. Originally, I'm from Afghanistan. I just want to say a short thing about my story with Highland. I started studying at Highland Community Charter School in 2022. When I started my studying with Highland, my English was so limited. My English was, like, just from zero.

When I started with Highland, and -- I had a lot of problems. I had so difficulties with the language barrier because English was a second language for me. And all the teachers -- when I started from the beginning, all the teachers gave me everything,

like, give me this -- that much knowledge that I -- now I can speak in English. Like, not totally, but I can speak English. And they -- they helped me to improve my skills, improve my language, like, English.

With Highland, I was a mo- -- I'm a mom, I have four kids. With this responsibility, families, everything, I came to the Highland and I learned English, and I want to be -- continue with Highland. I am almost done, but Highland gives me opportunity to continue with all my responsibility.

Because Highland gave us chance to, as a mom, as a responsible person in the community, I - I continue my learning, I continue my studying, and I continue -- now I -- I'm a -- I feel I'm confident, I'm a strong person, and I will be -- continue my goals and my college and my all education. Thank you so much.

ABDUL: Good evening, ladies and gentlemen. Thank you very much for giving the opportunity. My name is Abdul [ph] [inaudible]. I'm from Afghanistan, and I'm a student at Highland Community Charter School. For many students like me, the school is more than just a school. Many of us came to the United States without opportunities for education because of war, poverty, family responsibility or difficult life

situation.

Some of us arrived without the English and without knowing how to continue our education or build a future. At Highland, we found hope. We learned English, job skills, communications and how to become part of our community. Our teachers supported us with patience, kindness and respect, even though many of us balance school, work and family responsibility at the same time.

This school gives immigrants and adult learners a second chance to build better lives

for themselves and their families. When you support adult education, you support stronger families, stronger communities and brighter future. Please continue supporting Highland and programs like this. Highland does not only give us classes; it gives us hope, opportunity in future.

Within less than two years, I've been able to stand before you guys and speak fluently in English, so this was the community of Highland and the -- the -- the leaders from Afghanistan. [inaudible] Please the women from Afghanistan are daring to come at the evening -- at the evening learning education.

While this might be a good incident, in Afghanistan they have been banned from education, and

then there is another chance of mismanagement or violation. Even though it's not their fault, but they are missing their second chance. We request you to promote this program and give the ladies especially, the females, to establish a good future and good community. Thank you.

MS. EVOKA: Hello. My name is Svetlana [ph] and I'm from Ukraine. My family came five years ago, and now I'm an event host and a radio host with the Slavic community, also the Ukrainian community activist. I'm here to support Highlands as they supported me five years ago.

When we arrived, everything felt unfamiliar, and the educational system, medical system, housing, political, financial systems, and Highlands was the first place that made me feel safe, seen and successful. The teachers and staff helped me improve my English and connected me with the tutoring materials and educational resources on the U.S. history, political systems, financial literacy, digital literacy and job readiness.

They believed I could succeed in a new country, and it really helped me to move forward. Highlands gave me academic confidence, practical skills, and critical thinking that directly helped me

find my first job in the United States. The school also introduced me to mentors who guided my career choices. I graduated three years ago, and I'm still thankful.

For immigrant families like mine, access to supportive school isn't just helpful; it's life-changing. Highlands doesn't just teach; it builds community, opens doors and helps students succeed in the United States. I support Highlands so it can continue serving students of all ages with courage and hope. Thank you for listening and for considering how important this school is to families building new lives here in the United States. Thank you.

MR. KAST: Next up is Nate Garcia. If the following people could please line up: Daisy Calendres, Gabriella Calendres, Dr. Addy Ellis [ph], Sadaf Habib [ph], Jonathan Richardson [ph], and Bill Knowlton. Please line up down the center aisle.

MR. GARCIA: Hi, trustees. How are you? My time in Highlands has fed my soul in a way that I really have a hard time expressing. In my role, I have unique pleasure of sitting down with students, hearing their stories, and elevating their voices.

Stories of harrowing escapes from war-torn countries. Stories of people that have spent decades

behind bars. People that have been punched down on by society. And, you know, stories that would -- you know, would just kind of make you, you know, break down and cry.

They make my problems seem sort of small, And, you know, my life isn't even really that easy. I go -- I clock out, I go home, and I'm the sole caretaker of two disabled adult children. One of them, stage five kidney failure, needs a kidney.

But the moment I start talking to these students and sitting down with them and hearing them, that melts away. Because I hear about the one thing that they take away, and it's a common thread through all these students that they take away, and that's hope. Highland's greatest product is hope. Generational hope.

Our students are your students. Parents, they're their first teachers. You're the next ones who pick up for them. We want that to be a better transaction. And our students, even with the struggles that I have, each day they give me hope. Thanks.

MS. HABIB: Good evening, everyone. My name is Sadaf Habib, and I live at Sacramento region, and I am supporting Highlands. I proudly support Highlands Community Charter School and respectfully ask that the

Twin Rivers Unified District reconsider and revoke its decision.

As a member of Afghan community, I have personally seen the life-changing impact in this school has on refugees, immigrants, and adult learners. I myself earned my high school diploma through Highlands, which gave me the opportunity to continue my education and attend college. And right now, I am a student at college and doing my paralegal studies.

Highlands is more than a school; it's a place of hope, opportunity, and second chance of many families of our community. Many Afghan women, newcomers, and working adults rely on this program to build a better future for themselves and their children. Closing or limiting this opportunity would deeply affect communities that already face many barriers. Thank you so much.

MR. RICHARDSON: Good even- -- good evening. My name is Jonathan Richardson. I'd like to share a little about my background. When I was in high school, I -- I couldn't focus on my work because I had a lot on my mind. I struggled to finish school, and for many years, all I could do was wish I ha- -- had received -- received my high school diploma, but now I feel like

it's my time and I am so motivated.

Highlands gave me the hope and support I needed to finally finish school and earn my diploma. When I found out about Highlands, I registered right away from the very beginning.

It gave me a positive experience and the belief that I truly can achieve my goal. My entire experience have -- has been positive.

All my teachers make learning interesting and manageable. They keep it fun, and we laugh a lot. My classmates feel like my -- feel like my family to me, and we all get along so well. I am also surprised by how much I learned. Biology has been one of my favorite subjects, but I've gained so much from history, English and computer literacy as well.

I would hate to see Highlands close; it would be devastating not just for me but for all of us who have worked so hard toward our goals. I don't know if I would ever find teachers and classmates --

MS. SABENIANO: Time.

MR. RICHARDSON: -- like the ones I have here at Highlands Community Charter School. I think my classmates feel the same way. Thank you for letting me share my thoughts with you all. It has been a pleasure.

MR. KAST: Can the following speakers please come to the center aisle: Amad Abrahami [ph], Kathy Chow Rothberg [ph], Arizo Acbari [ph], Abdul Ahmedzai [ph], and Perima Azizi [ph]?

MR. KNOWLTON: Good evening, trustees. My name is Bill Knowlton, and I'm with the Mack Road Partnership [inaudible] property and business district in South Sacramento. I have a couple of things to say, and I -- and I'll be brief. First -- first of all, thank you for your service to our community. This i- -- these jobs are not easy, and they're not glamorous a lot of times, and this is probably one of those times.

What is the right answer? We heard from one group of attorneys who said, this is the right answer, and then we heard from another group that said, this is the right answer, and both are absolute. I'm not an attorney, and I don't know if that's true. What I do know is that there's a human cost to the decision that you're about to make. That I do know. We work with this community every day. The struggles that we have as a community, a lot of it goes right to education.

There is nobody arguing that Highlands made really, really big mistakes. There's no argument there. But there's nobody sitting behind me that did this. There's not one person here that made that

happen. There are a group of people who are saying, we have made these changes, substantial changes, and let's go down the road a little bit to see where this ends up. You can put whatever restrictions you want on going forward, but to say no makes a huge difference to this community.

So I would just ask you, think long and hard, really search your soul to say, what is -- what is the right thing to do? Always look at what's the next right thing. Thank you for hearing me.

MS. ROTHBERG: Good evening. My name is Kathy Chow Rothberg, and I am a refugee. I know why I'm here. I am a mother, I am a voter in District 3, I am a homeowner, I am a property owner, and I am a CEO, and a volunteer. I am here because I believe in public education. I grew up in the public education, and I was once an elected official like you as well, sitting in the dais, serving our community.

As a former city council member and a former mayor, I am here for the rights of children. I am here for the rights of young adults. I am here for the rights of parents. I am here for the rights of seniors. I am here for the rights of justice-involved adults. I am here for the rights of the homeless, those who are experiencing homelessness.

I am here for the rights of survivors, and I am here for the rights of refugees, immigrants, and I'm here for the wellness of teachers. I am here to speak about health, and the right to have education opportunity, and to have skills, and to have jobs, to have housing, to be part of society, to have health care and to have mental health care.

No one at Highland or SICA stole any of that money to use personally. They used the money to serve the community. Imagine that, how much money we have spent on homelessness and on the jails. It costs $127,000 to jail a person in our state a year. It costs $74,000 a year to put a person in a county jail. It costs $74,000 for one homeless person.

Highland is saving our community, educating our community members so that they can be a part of society. Thank you. You have a hard decision. Thank you for making the right choice. You heard all the evidence. Please make the right choice. Revoke [inaudible]. Revoke [inaudible]. Stand for our society. Thank you.

MR. KAST: Can the following five people please make their way up? Shapoola Hotak [ph], Eid Mohamed Nori [ph], Rebecca Snow [ph], Sayeed Freidenfeldt [ph] -- sorry, Caleb Freidenfeldt [ph]

and Omar Kevin McColl [ph].

MS. ACBARI: Hello team -- board team members and every- -- everyone who is here today. My name is Arizo Acbari, and I am res- -- residing in Sacramento region, and I'm a victim advocate at Lao Family Community Development agency. So I'm here today to support Highland and revoke Twin Rivers decision.

I want to share and talk about the impact that Highlands have on our individuals and the families that we are serving. So we are like the peo- -- the -- we are helping through our c- -- through our -- through our organization, we are helping individuals and families from different backgrounds, especially who are in- -- involved, including survivor of domestic violence or survivors of any crime, also refugees and newcomers who really wants to rebuild their lives.

And one of the -- they -- they face a lot of barriers, and one of the biggest barriers they're facing is their language, which they -- they can -- they can -- they can go to Highlands and make the impact that Highlands have to remove this barrier from these individuals and family is that they go to -- they attend the English classes, and they are able to build their lives and contribute to the community.

They -- they are able to get work because most of the families that we are working with, they -- they have language barriers and also -- and also the -- the time is up? Okay. So w- -- when they are -- when they are learning English, so it means that they can contribute to -- to -- to the community and also get a good job, get housing, and also get a successful life. Thank you.

MR. FREIDENFELDT: Hey, thanks for having me. My name is Caleb Freidenfeldt, Area A representative of the PACE Committee, Political Action for Classified Employees, and CSEA.

So I was doing some studying yesterday. I was quite confounded by the amount of corruption that was going on with North Highlands. I'm from Grass Valley. I drove an hour and a half to be here.

And so the charter school lobby pushes legislation around one thing and one thing only: anti-regulation and anti-oversight. Speaking to members of the public, how does it feel that the anti-oversight efforts -- that this is the primary goal of charter schools is anti-oversight? They should be held accountable. And California char- -- California charter lobbying efforts' primary goal is to lobby against accountability.

So the charter school movement -- excuse me, this is a symptom of the charter school movement. Corruption and mismanagement is a feature. My brothers and sisters in CSEA are the embodiment of accountability. It is the core principle of our union. It protects our students. It protects the public trust. And North Highlands Charter has failed on both accounts. Thank you.

MR. McCOLL: Hi, everyone. My name is Omar. I am the resident of Elgrove and also representing refugee communities. In addition, I am working with Lao Family Community Development organization, which helping delivering service to the refugee communities.

So I am here to speak on behalf of the refugee communities who are left behind of the education, learning English, and a school diploma. I am here to speak on behalf of those refugee communities who left their countries to come here and make their lives better.

I am here to speak on behalf of those refugee communities that the schools and educations are banned on their country and they coun- -- struggled so many problems to come here and learn something.

So, as we know, language is the biggest

barrier towards the employment, social adjustment, housing, and even parenting sometimes. So Highland Charter is not only an educational center; it was also a community center that was helping the refugee communities to get together, know each other's l- -- cultures, networking and introduce with different people from different countries. It means that it was helping their mental health as well.

So I'm here to request to give an opportunity for that single mom who doesn't know English and needs a high school diploma.

To give an opportunity for these students who are here, to give an opportunity for those students that they are not able to make it happen to come here, and finally to give an opportunity for Highland Charter. So please revoke this decision of the Twins River and give another opportunity for Highland Charter to continue. Thank you so much for your time.

MR. LAHOTAK: Good evening, everyone. My name is Shefiel Lahotak [ph], and I'm a community lead volunteer. So I'm -- I reside in District -- District 3, but I do have connection in broader Sacramento community, and like a bridge. So we connect the needy family where they need the services.

So I believe it's a good time that summer break is coming. We all have planning to go on a break, to go travel, to go somewhere. So when we make our planning, so we do provide everything. We have our document, we have our passports, we have everything prior we leave. But pretend and remind those days when the Afghan evacuated from Afghanistan.

I have a story. I used to work for a non-profit or a settlement agency. One of our clients, he gave us a story, which he has half of his clothes while he was crossing the wall to get into the airport and to come to the United States. So pretend that he has no document. He left all his education document.

He left everything over there, and whatever left behind at home, it's turned out and it's burned because it was a challenge for them, for their family, remaining family. So they have no document when they end up to Sacramento.

So we -- as a community, we lead them. We take them to Highland Charter to give them a succeed, a way. So Highland Charter is, wherever it's happened, that's Highland happened. But that's -- that's a key. That's a key to success. So we need -- we need the success. If you want to continue and have these community members who end up to Sacramento to succeed

and to have an opportunity, so we need to keep opening this door.

And when we're closing Highland Charter door, it's not just mean that we're closing the Highland door, but we're closing thousands of other families who need income. I have two individuals, Syed [ph] and Mohamed [ph], who get his document, he succeed, he had a job. Syed, who didn't complete the Highland, so he didn't able to get the job. So we want to continue and have Highland Charter in the community. Thank you.

MR. MOHAMED: Distinguished board members and respected trustees and my peers, friendly like a family, and all the participants who have participated in this meeting today, good evening to you all.

This is Eid Mohamed, an immigrant from a war-torn country, Afghanistan, that everybody knows. I, as an immigrant, started school here, and I have somehow improved my English, the accent, the understanding that caused me to get a new job as a medical interpreter. This credit goes back to Highland Charter School. If I did not attend this school, how possible I could be employed as a medical interpreter?

So now my proposal is you guys have the capacity, the decision makers, the trustees. So please

consider Highland Charter School. Like the coins, it has two sides. So the negative sides, everybody mentioned, yes, corruption this and that. Okay.

One, two, three, four persons may be corrupted or corruption, so why you are not prosecuting those corrupted people and now you're punishing the immigrant community, the people, the students, the parents who do not have their certificates from homeland? Now they have to get high school diploma plus learn English to have a brighter future.

So at the last not the least, but I'm mentioning that Mark Twain, who died 116 years ago, he said, be kind. Kindness is the language that deaf can hear and blind can see. So please kind to Highland. Thank you.

MR. KAST: Can the following five speakers please approach the center aisle: Michael Strillo Smith [ph], Nikki Ramon Tuxbury [ph], Sahar Ahmadi [ph], Adiba Hadi [ph] and Anna Mozgova [ph]?

MR. IBRAHIMI: Good evening, everyone. My name is Ahmed Ibrahimi [ph]. I'm a student's enrollment special at Highland Community Charter School and also serve as a board member of Afghan community in Sacramento. For many people, school is

just a building, but for immigrant and refugee Highland is much more than that.

Highland is a second home. It is a place where people who lost hope began to believe in themselves again. Many of our students came to this country after surviving war, fear, poverty, and heartbroken situation in their home countries. Many parents never had an opportunity to go to school or earn a high school diploma before they were focused on survival.

Every day I see mothers and fathers walk into Highlands carrying a heavy responsibility. Some works long hours. Some are learning English for the very first time. Some bring their children with them because they have nobody else to help, yet they still come to school and determine and courage.

Highland changed lives. It gives dignity, confidence, education, and -- and hope to the peoples who have already faced so many struggle. For many Afghan families and immigrants, immigr- -- immigrant community, Highland is not just a school; it is a bridge to future. It helps refugees become independent, support their family, improve their English, continue their education, and become proud contributors to their countries.

Keep Highlands open means keeping a dream alive for a thousand California residents who simply wants a chance, a chance to learn. a chance to succeed, a chance to give their children opportunity themselves never had. Thank you so much for listening and support our community and our second home, Highlands.

PARIMA: Hello, my name is Parima [ph]. I am a mother. I have been studying English with Highlands for three years. I'm very happy to be a student at Highlands.

Being a student at Highlands, I've learned a lot of things, including I can communicate with my children's school, I can see the -- I can read the messages, I can read the flyers and understand them, and I can also speak English, but I got a little anxious here, so I'm not able to communicate in English

Please help us by not closing Highland because by closing Highland, you're going to close our future. When you're thinking about Highland, please think about the -- the future of us -- of -- of us students. Thank you.

MR. SMITH: Good evening. My name is Michael Strillo Smith, and I have been teaching at Highlands

since April 13th. And with over 20 years of experience in public, private charter schools and as an arts educator in the public sector and nonprofit, I thought I had seen it all. Then I came to Highlands.

In just over one month, I've had the honor of meeting the most remarkable students. Each one brings a unique and powerful story. Some of those stories are heartbreaking, but what stands out most is their resilience. Their determination doesn't just inspire me, it humbles me.

We often say education is a fundamental human right. It's not just about academics; it is about dignity, opportunity, and hope. Yet many of our students come from places where access to education was never guaranteed, or those whose circumstances were interrupted at some point in their life. What unites them is this. They do not take this opportunity for granted.

Our students are balancing so much. They are working, supporting families, raising children, all while attending school full-time. I've met students determined to break generational cycles, to become role models, and to build better futures, not just for themselves, but for their communities. Without Highlands, these opportunities disappear.

I commute two hours each way from San Jose every single day for the privilege, the privilege of teaching at Highlands. It is that special. Our students want to be there. They believe in what we offer. As educators, we are not here to close doors; we are here to open them, to create opportunity and to ignite a love of learning.

These students, many of whom have endured sacrifices most of us could never imagine, deserve our support. They deserve our encouragement. And above all, they deserve the unwavering opportunity to continue learning in our classrooms. Thank you.

MS. TUXBURY: Good evening. It's an honor to stand here in front of you, you know? My name is Nikki Ramon Tuxbury. I'm the [inaudible] woman with all these foreigners I go to school with at 61.

I started 2018, I left over there at Grant. This time I came back, and I want to succeed because I'm doing something you guys are doing. I have -- I'm going through a non-profit to help people and I'm going to be on the board.

And -- and for you guys being here making your choices, I'm going to have to make those choices of the bad and the good. And through Highlands, I'm learning an education. I'm -- I'm learning different

cultures while I'm there, you know?

Yeah, I understand we had bad apples; they're gone out of the barrel because I'm nosy, I want to see -- I want to see what they're doing. Why did they do this? Why does it ha- -- has nothing to do with Highland School; it's just the bad people. It's like the gamble. You place your bet; you're going to win or lose.

But what's the real meaning behind this is to help people succeed. They come from a different country. You don't want them sitting on welfare. You don't want them lying around. These people are very intelligent.

Some of them have education, but they can't move forward here unless they get a diploma. That's where you come in. And kike I said, it's a gamble. They are cleaning house. They are making those moves. Thank you.

MS. SABENIANO: Time.

MS. TUXBURY: Thank you.

MS. AHMADI: Good evening, everyone. My name is Sahar Ahmadi, and I'm the Sacramento region resident. I'm here today to support Highlands Community Charter School and to ask you to reconsider the Twin River decision.

I'm representing the Afghan community. Many members of our community need ESL classes so they can learn English, become employed, become self-sufficient, and build a stronger community.

So I'm here to ask you to give Highlands Community Charter second chance so that everyone in the community can be self-sufficient, have employ, pay taxes, and make the community stronger in power. Thank you.

MS. HADI: Good evening. My name is Adiba Hadi. As a refugee Afghan woman and someone who works closely with refugee and immigrant communities every day, I have personally seen the impact that Highlands Community Charter School has on people's lives.

Highland -- Highlands gives opportunity to many Afghan women that would not have had in Afghanistan: opportunities to receive education, learn English, gain job skills, and build independence for themselves and their families. For many women, this is their first real chance to persuade education in a safe and supportive environment.

Highlands serves refugees, immigrants, survivors of domestic violence and homelessness, working parents, seniors, young adults who do not -- who -- who did not complete their -- complete high

school. These are individuals who are trying to rebuild their lives and continue to contribute to the community.

In Sacramento County, more than 550,000 people speak a language other than English at home, and over 122,000 adults do not have a high school diploma. Highlands helps build -- bridge the gap by providing education, English language support, and workforce -- -force opportunities at a time when the cost of living continues to rise.

This school is not just a building; it's hope for thousands of people who deserve a second chance. I respectfully ask you to consider the real human impact this decision will have on vulnerable communities who rely on Highlands every day. Thank you for your time.

MR. KAST: Can the next five speakers please line up down the center aisle: Maria Sandoval [ph], Yuri Ethmov [ph], Carla Rios [ph], Adam Graham [ph] and Annabelle Meza [ph].

MS. MEZA: Good evening respect to -- respected trustees. My name is Anna, I'm biology teacher at Highland School. I want to tell you who we are. Our school is much more than just education; it changes and saves people's life.

I am an immigrant and for my first year in the United States, I could not find friends. I became very withdrawn. I cried a lot because people didn't understand me and I felt invisible. It was very painful and lonely time for me.

But then I found Highlands and I graduated from this school. Here, people helped me to adapt. They helped me to understand the American system, learn English, get a profession and start working. Highlands became the steppingstone that helped me achieve the American dream.

Even in Ukraine, people heard about -- about Highlands. Many came to Sacramento because they knew there is a place where they will be welcomed and supported. America is a country where people can truly see and hear one another, and our school is a powerful example of that.

The teachers at Highland show me what real Americans are like. They are people with open hearts, a willingness to help each other. Today, I pass this spirit onto my students, and they pass it onto their families and their friends.

That is how we build different Sacramento, a city where people truly see and hear and -- each other. And I want to let you know that today I

received my single subject teaching credentials. Thank you so much.

MS. SANDOVAL: Good evening. When I first came to this country, I remember trying to put gas on my car and not knowing -- knowing how because in my home country, an employ- -- an employee does it for you. When I asked one employee if they are going to help with this, respon- -- with this, his response was no. You have to do it yourself.

So I went back to and tried to figure out how to use a gas pump. But my English was not very good, and I had no idea what the gas pump said, so I was lost, and I tried to speak in English with one guy, but I was happy when he began to spend- -- speaking Spanish. After realizing that I was struggling, he decided to assist me, so I -- I turned him and said, you saved my life today, and I knew then I had to learn English.

Good evening, Highlands members, teachers, parents, and fellow students, and members of the board. My name is Maria Sandoval, and I'm a Student Leadership Council member from Howe Avenue site.

And today, I'm -- I'm -- I want to talk about the incredible journey that started when I joined Highlands. What -- what will happen if your

children's school is closed? What will happen to those children's future without an education, without a job, without money? These are the questions being asked of the Highlands students if this could work to close down.

The students will not know where to go for help and no hope. Today it's difficult to see how many people like me are trying to forge their goals and dreams but with the closing of Highlands, you are destroying too many lives and bright futures.

There is some sadness and mixed emotions because it is difficult to leave a place that shaped too many lives and considered like home. This school means more than just a building. After 20 years of working and worrying about --

MS. SABENIANO: Time.

MS. SANDOVAL: Oh, sorry, I just want to finish with this. Just imagine, without Highlands, how many people like me will find themselves back at the gas station trying to use the gas pump without knowing what to do because can't read English. They will be lost just like I was once trying to ask for help, but -- but no one could understand me or help me. That would be truly catastrophic, sad, and painful. Thank you. Thank you for listening and good day.

MR. ETHMOV: Hello, everyone. My name is Yuri, and I am a student of Highland School. I am 41, and I came to the United States from Russia to build a new life here. When I came to the United States in October 2023, everyday American speech sounded like fast, unbreakable noise to me. I realized how much I needed to learn to truly survive and build a life here.

This is where the Highlands Community Charter School changed a lot for me. At Highlands, I didn't just start learning English grammar and pronunciation; I started learning about American society, American history, civics, and culture.

They didn't just teach me vocabulary; they taught me how to understand the American way of life. For instance, I learned idioms like to hit the ground running, which is exactly what immigrants try to do every single day.

I am deeply grateful to the United States. I am not just here to s- -- to receive. I am also to contribute. I work, I pay taxes, and I volunteer at the Rancho Cordova food locker to give back to the community and practice my English.

Even when I drive and see obstacles in the road like abandoned shopping carts or fallen pipes I

stop to remove them, because I want to be a good neighbor and a responsible member of -- of American society. We are taking our very first steps on this new land, and we want to take them faster. Highlands Community Charter School is a bridge that helps us to do that.

Right now, I'm studying [inaudible] government in this school. I'm learning that in this country the people's voice truly matters. I hope our voices matter to you today. Please keep this school open. Investing [inaudible] is an invest- -- in -- as an investment in people who will make American stronger, richer, and more diverse.

Little bit -- little bit left. Can I explain finally? And finally, if you understood my speech today it means my time at Highlands has not been in vain. Thank you so much for your time.

MS. RIOS: Good evening everyone. My name is Carla Rios [ph]. I know why I am here. I'm here because I want to support Highlands. Highlands teach -- teach me how -- Highlands teach me nothing is import- -- nothing is impossible when you follow it. Highlands work with you nothing is impossible.

So Highlands help me to achieve my dreams. Highlands helped me to achieve my goals. And now I

have my high school diploma. I have three careers. Highlands pay me three careers, and he pay me for manicure, he pay me for esthetician, and digital navigator. Now I feel from of Highlands, because Highlands help me to open my business. Now I can communicate with the others. I can communicate with people speak English, because English is my second language.

And then, I don't feel -- it's not embarrassed for me when something is difficult to communicate. But now I feel so proud of Highlands because he help me when I'm studying and I need a glasses. Highlands provide me glasses. When I need a computer,

Highlands provide me computer, and they teach me how to use. And they teach me how to use social media. And now everything Highlands teach me help me to imp- -- improve my business. So I feel so proud of Highlands. Thank you so much.

MR. MESA: Good evening. My name is Anabel Mesa [ph]. I'm here because I was a student in Highlands Community Charter in the program of English as second language. When I came to the US, my family told me that I was never going to be able to work as civil engineer as I was in Mexico. So I knew about

Highlands. And even when I was working as labor in construction, I just started to study in the afternoons.

They help me to improve my English and be able to communicate. The professors take the time to help me to revise my resume, and also, they gave me good advices for the interviews. I started working as the -- as a technician in different -- in a different company. And with the time I also did my exam for work -- for get my certificate as engineering training.

Currently, I'm working as civil engineer for the state. And I'm very concerned because many people is not going to be able to have this opportunity that I have if the program is ended. Also, the professors were very -- very helpful. They helped me to improve to different people that gave me advices how to success here in the US. Thank you so much.

MR. KAST: Can the five -- five following speakers please line up in the middle aisle: Laura Kerr [ph], Ali Hussein Amadi [ph], Sean Frame [ph], Horizona Hassani [ph], and Ali Euwar Hussan [ph]. Thank you.

MR. GRAHAM: Good evening. My name is Adam Graham. I'm the accountability coordinator at Highlands Community Charter Technical Schools. I

started in 2019 as a teacher. I came here from Oregon, because I heard there was a school that was serving immigrants and refugees. And in my student teaching I had always thought there should be such a place, and I was amazed to discover that there was.

The best things I've ever done in my life were here in the last seven years I have worked for Highlands. It is unqualifiably the best experience I have ever had, the most service I have ever been to other people.

When Jonathan Raymond, Eric Chatman, and Theresa Cummins came on, I experienced a level of discussion of wide ranging and deep discussion, and understanding about what would be best for our students that I have never experienced before in my life.

Subsequently, we worked very, very hard with the staff at Twin Rivers to give them everything they need to clear these notices of violations. And it was not easy. There were a lot of them. They were very technical, very specific. And it was a very hard recommendation for anybody at Twin Rivers, I think, to make to clear those recommendation, but they gave us the all clear.

They recommended that they would not revoke

the charter. The board didn't listen, didn't have any discussion. They just did what they were going to do in what I can only assume is a political process, that once again the powerful are being spared and the vulnerable are suffering the consequences. So I urge you to not let that happen today. Thank you very much.

MS. KERR: Chair and trustees, my name is Laura Kerr. I'm the chair of school developmental center. I want to thank you for the staff report and for your time and thoughtful consideration of this revocation. We sent in a letter and we think that this revocation should be reversed.

We've been following this process. I was there on January 30th when the board set aside the staff recommendation that had been endorsed by the CBO, the superintendent, their attorneys. And it said -- made some references to feeling the heat from constituents. And I get that. I definitely get that. But process really matters.

And tonight if you don't reverse the revocation regardless of all the procedural challenges, this isn't the end of the road for this community. And we think that they deserve another chance. If you do reverse the vocation, Twin Rivers can start the process again and do it right. Right?

And we think that this community deserves at the very least.

The most, I'm a Sacramento resident. And I understand that Highlands has made some mistakes. I think that the school plays a really important role in our community. I'm very proud of it. And so, I'd love to see the school continue, and I have a lot of faith in Jonathan Raymond. Theresa Cummins, and the team.

We know that they've been turning it around. They deserve our faith. And you know what, I was on the other side of the dias [ph] with him, and so it's -- it's fun to be on the side, and really to be here. Not fun I wouldn't say.

I would say I understand that Jonathan Raymond is -- and his team has a lot of integrity, and they want to make you proud. And they want to do it right. And you can trust them to do that. Thanks.

MR. KAST: Can the following five speakers please make their way up to the font aisle? Sohala Amadi, Anna Aguilar, Abdul Hussein Amadi, Sayada Masuma, and Megan McMullen.

MR. FRAME: Good evening trustees, Superintendent Gordon, President [Inaudible] Sabiano [ph]. My name is Sean Frame. I'm chief job steward for CSEA Chapter 480. I came here tonight with a great

speech written about the incredible malfeasance I saw in the California State Auditor's Report about Highlands, and then I listened to these great speeches tonight, and I just want to say it's a very amazing thing to -- to -- to have your heart rendered this way.

I too stand with immigrants as does the Twin Rivers board that revoked this charter. It is a very cynical thing to make the case that those who would revoke this charter do not stand with immigrants.

Who let these immigrants down? Was it the Twin Rivers board? No. It was the criminals running Highlands Charter who let them down. That's who let this community down. That's who we should be talking about.

And when somebody has that level malfeasance they do not deserve a second chance. We want accountability for public funds. We want these students to get everything they deserve, not luxury suites and a baseball stadium, not a baseball stadium purchased with public funds, not trips to Hawaii and Paris. None of them got to go on those trips.

I've sat here all night and I've heard these amazing speeches, and it made more angry by the minute that that they were let down with your oversight or

lack thereof. Four of you have received charter school money for your elections. One of you sitting right there smugly looking at his phone right now is taking money right now. Pay attention when people come here to talk. That's rude. That is rude.

I'm shaking because I'm so angry because the folks here deserve better. They deserve all of the services provided but with full public accountability. Uphold the revocation. Thank you.

MR. KAST: Could the next following five speakers please line up: Estaban Nunez, Ken Mendoza, Cabella Sulaman, Tyrone Shiff, and Sonia Bennett or Bonnet [ph].

MS. AGUILAR: Good evening trustees and County Superintendent Gordon. My name is Anna Aguilar. I am secretary of the Twin Rivers United Educators. Speaking on behalf of our union. And I also happen to be a parent in a constituent in Area 3, taxpayer, a voter of Area 3, and I work at a school in Area 2.

I urge you to uphold the revocation of the Highlands and seek a charter revocations. Fraud and misappropriation of education funds by charter operators have been in the news for several years, and still the state legislator has not taken action to put protection for students and taxpayers in place.

The TRUSD board acted responsibly. And you know our -- our relationship has -- had been contentious not too long ago.

And in this case we are standing arm in arm with our district, and they acted responsibly and legally to revoke these charters in the public's interest. Reversing this decision will send a message once again that fraud and misappropriation of our public school money is perfectly fine in the Sacramento County Board of Education.

Despite the claims of new leaders and reformers being put in place at these schools it's clear that the new leadership doesn't view the role of stewards of public money seriously. They have not even provided the legally required audit for the most recent fiscal year.

If they can't meet this most basic deadline of fiscal accountability this new leadership is no better than the old. Please do the right thing and uphold the TRUSD's decision to revoke both of these charters. Thank you.

MR. MENDOZA: Hello board members. My name is Kent Mendoza. I'm with Anti-Recidivism Coalition, a non-profit community based organization based out of Los Angeles and Sacramento in G Street. We are a

reentry organization that supports people who a coming home in -- coming home from incarceration.

We work with people that value education, that understand what it -- it is to go through trauma who, you know, issues that put them in situations that were maybe a traditional might not be the best traditional pathway for them. Charter school like Highlands, like Highlands Charter School is a -- is a valued thing -- valuable thing that we need to have in our communities.

We need to continue to have this. I mean, it was just -- I've been here for the past two hours and just hearing everybody how beneficial something like Highlands has been, it's just -- it's shocking to hear that we're trying to remove that.

So, you know, as someone that has been to charter school myself and believe in second chances and was given a second chance, we should give Highlands a sec- -- second chance so we can continue to hear these amazing people getting better in their education and in their accents, you know.

I got better in my accent too, so I would love to see everybody continue to have those opportunity to blossom in -- in our economy and be contributing members of our society in Sacramento.

Thank you.

MS. SULLIVAN: Good evening. My name is Isabella Sullivan. I'm speaking to my -- on behalf of the Anti-Recidivism Coalition as well, but also as someone who personally understands what it means to need a second chance, but most importantly, to be held accountable, and deeply understand the importance of accountability.

I work every day with individuals who are trying to rebuild their lives after incarceration, trauma, homelessness, addiction, poverty, and years of being pushed out of traditional systems.

But this work is personal for me too. I know what it feels like to have your future reduce to your worst moment. I know what it feels like to try to re- -- rebuild your life while carrying barriers that most people never have to think about.

As someone who has maintained a 4.0 after incarceration and is enrolled to law school, one thing I have learned about pers- -- both personally and professionally is that education can completely change the direction of someone's life. For many students Highlands Charter School is not just a school. It is one of the last places willing to believe in them.

It serves working class adults, clients --

immigrants, refugees, justice impacted individuals, and people who have failed by the traditional education systems. And when we talk about shutting down a school like this, we have to remember who is truly impacted. It is not the entities who have caused the harm.

It is the students of all ages and backgrounds who are finally close to graduating, the parent trying to finish school or raising children, who is also me, to give them a better life. The person coming home from incarceration trying to build a future and find a purpose instead of returning to survival mode just like I did.

It is the people escaping oppression and unimaginable violence with hopes of a safer brighter future. I absolutely understand the concerns that brought us here tonight, and accountability manners, but I also believe deeply in rehabilitation, growth, and the opportunity to improve systems. Thank you.

MR. NUNEZ: Good evening. My name is Esteban Nunez. I'm here on behalf of the Sacramento Area Reentry Colloboration and the Anti-Recidivism Coalition. I'm here to express strong support for Highlands Community Charter and Technical Schools. Tonight we respectfully urge you to support the appeal

to allow Highlands the opportunity to continue its reform process and continue serving the students that need it most.

Highlands provides essential educational and workforce opportunities to some of the most vu- -- vulnerable populations and members in our community, including those who are reentering society after incarceration.

Education is arguably one of the most effective improving tools to rehabilitate somebody, yet access to it for adults remains scarce. Highlands is filling a critical gap here in Sacramento County, so we respectfully ask that the board continue working in partnership with the school so that its students many of whom are rebuilding their lives after incarceration, homelessness, or other hardships as you've heard are not denied the opportunity they have worked so hard to earn.

For them this is more than education. It is a lifeline to a second chance. Your vote today preserves public safety and it's a necessary resource for this community. Thank you.

MR. SHIPP: So good evening. My name is Tyrique Shipp. I'm here with the Anti-Recidivism Coalition as well. I won't reecho what some of my

colleagues just said. I'll just say I'm somebody who went to a charter school. I was one of those at-risk youth. I didn't speak well. I spoke with a lisp. I still do, but I'm somebody who was given that opportunity when nobody would give me the chance.

And I think that's what -- what everybody here is asking for, an opportunity. It's not about what somebody else did or what somebody else has done, but the opportunity for you all to work with this school and -- and bring it back up to shape and help our people. Right?

And I think if -- when somebody did that for me it changed my life. Currently, I am somebody who is getting their master's at the University of Southern California, and that's through a charter school.

If I didn't have that opportunity, if I didn't have a school willing to accept me and -- and -- and cut me off because of my -- because my background or where I came from or could -- because I couldn't speak, then I would have fail, and that is a public safety issue. And we have seen crime drop across California. And that's because of education mostly. And I think we need to invest in our education. Thank you.

MR. KAST: Can we please have the following

five speakers? Please line up in the middle. Mariah Kendella, Angela Andres, Louis Gonzales, Fabian Gutierrez, and Jazmine Advincula [ph].

MS. BARNETT: Good evening boards and members. My name is Celia Barnett [ph]. I am on the student leader board on 33rd in Oak Park District School. And I am here tonight to save my school, because I have been attending -- I have been attending since the end of 2024. I think it's time to get my diploma.

I'm here advocating for you guys to please keep our schools open. I'm not the only one here tonight wants to get our di- -- our diploma, but I'm just asking you guys, I want to change my life. I have four children. I'm 68 years of age. I'm tired of pay -- pay musical chairs.

It will be 2027 probably when I graduate, but I'm not going to give up. I love you guys. You got to hear for us. I want to get my diploma so I can put it on the wall. I'm 68 years old.

It's time for me -- I -- I -- Highlands gave me -- I earned the certificate for food license. I can open my own cafeteria, my restaurant if I choose. They have helped me. I want to get my diploma, and I just want to thank you guys. Please keep the schools open,

man.

MS. CAMBELLA: Hi everybody. My name is Marty Cambella [ph]. I am a 12 year SAC County educator veteran. I taught in four different school districts throughout the county. I've even collaborated and done some trainings here at the County Office of Ed.

My rule at Highlands is of a full-time mentor teacher. So the entire reason that my job exists and why I am here serving this community is because of the efforts to get our school into compliance with credentialing.

What I will share is that within the first three days of my job I met some of the most amazing teachers I have ever worked with, and I've worked with hundreds of teachers across the dis- -- across the county.

Our teachers are so remarkable that when I was meeting teachers in the credential program that just started out, I was meeting folks with double master's degrees, folks with master's in TESOL, the perfect, you know, educational backgrounds to serve our students.

I met a teacher that was a physician from his home county in a credential program. Right? I

showed up and I thought, what am I here for? What is my job? Because these teachers have more experience than I do, they have more wisdom, and on top of all of that, I have worked again with hundreds of educators across the county. I have never met more dedicated teachers in my life.

These teachers were laid off a year ago. They were told, "We're done." They didn't have any job security. They didn't know what was going to happen to them, and then they were asked to come back and they did, and they're still here. Thank you.

MR. GUTIERREZ: Good evening. My name is Fabian Gutierrez, and I just come to talk about the main problem that we are having. Most of us that we speak two, three language we've been having issues in communication. If we don't communicate right then we cannot survive. We cannot get a job, we cannot get anything.

The main problem for us is not about the corruption or the school, its about communication, because through the communications, through Highlands we know that we have a build a bridge where we can communicate and we can get a better life. For example, I used to be an engineer in Mexico, but here I started studying at night then I can maybe come an

electrician. I get my own company.

But now I can start getting more work for other people, helping the community. So my thought is if we have strong families, if we get a better life, we can have our sons understanding the problematic that they can have and then we can help them.

We can -- strong families can create strong communities, so we can start becoming a better communities in -- in our town. So Highlands is an opportunity that is like a bridge for us to start getting a better end. So I would recommend if you can help us to keep Highlands alive, because it's necessary for us. Thank you.

MS. ADVINCULA: Good evening President Solvineordo [ph] and board trustees. I'm Jazmine Advincula with the Sacramento Asian Pacific Chamber of Commerce in strong support of Highlands Charter. For more than a decade Highlands has served those most often left behind, immigrants, working adults, and families striving for stability.

This is not just a school system, it is a workforce pipeline and a bridge to economic self sufficiency. Sacramento residents rely on Highlands to learn English, finish high school, and gain job schools that directly support our local economy.

Under new leadership, Highlands has taken significant corrective actions including restructured governance for better accountability, implementation of stronger systems and installing new academic and operational leadership. These are not promises, they are measurable steps already underway. Shutting Highlands down will cause adult learners to lose access to education and job training overnight.

Employers including small businesses will lose a critical workforce pipeline. The ripple effects will be felt across Sacramento's economy and communities. We are asking you to recognize progress. Highlands is demonstrating the willingness to rebuild trust and to meet the standards expected of them. We urge you to allow a path forward that include strong oversight, continued reform, and the opportunity to get this right. Thank you for your time.

MR. KAST: Can the following five speakers please line up in the middle? Carla Patricia Ro- -- Rosso, Ali Hussein Amadi, Mariah Inez, Zena Williams, and Zabby Hula Alminua -- Alminure [ph]. Sorry.

MR. HERNANDEZ: Good evening, board members. My name is Louis Fernando Gonzales. I'm from Mexico. [Inaudible] I'm from Mexico, and I would like to give thanks to share my experience with Highlands.

I am an immigrant and one of the most problems we face is the language, and I had to face that problem, the language. I came -- I came Highlands through a friend. He -- he told me about Highlands. He was already a student at Highlands, and I start learning English for -- from Level seven.

And I remember my first teacher was Mohammad. His name is Mohammad. And he taught me all -- all -- all my -- my -- my English I know now. And he told me all English basic and how to make a good sentence.

Also, he became and inspiration for me, because he was a guy from Afghanistan and he speaks seven language including my language, and he inspired me because he -- he can speak seven languages and -- and inspired me to -- to start learning English.

And now, I'm still learning English for sure, but I'm able to speak with other people, people understand me now, and I can communicate with them. And also, I can write a good paragraph. I want to get my high school diploma, and I'm very committed to this goal.

CLERK: Time.

MR. HERNANDEZ: Oh sorry. Can I continue?

CLERK: [Inaudible].

MR. HERNANDEZ: I work -- yeah? Can I? [Inaudible].

MS. SABENIANO: No, just -- just finish your thought.

MR. HERNANDEZ: Huh?

MS. SABENIANO: Finish -- finish your last sentence.

MR. HERNANDEZ: Oh.

MS. SABENIANO: Yeah.

MR. HERNANDEZ: Thank you. I go to school for three years. I leave a home at 7 a.m. and return at home at 10 p.m. I'm very proud when I remember when I came to this country and I didn't know anything about English. I fe- -- I feel very grateful for Highlands and for the teacher, because they help me to became the person I want to be. After Highlands I would -- I would like to go to college and get my certificate for electrician, and thank you for hearing me.

MS. SABENIANO: Go head. You can start. Maybe if we can restart the time, Wendy.

MS. WILLIAMS: Good evening board members. My name is Zena Williams, and I am a graduate. I'm graduating this year, and I learn so much from Highlands. Proud of making it this far. Highlands

have helped us earn our high school diploma. This journey wasn't always easy. Today I celebrate my growth and my hard work and future.

Please consider keeping Highlands open for the upcoming graduates. This is a great opportunity for adults to get their education and high school diploma. Thank you.

MR. KAST: Can our last two speakers please come to the center aisle? Sayade Najha Hizzada [ph], and Valerie Bryan.

MR. VIVIN: Chloe Vivin [ph]. I'm the last but not least. Do not only look at the empty half of the glass. Please also look at the full half. The full half is the students and pupil whose life has changed, who learned well and move closer to their dreams because of Highlands. Before making any final decision please consider the positive impact this school has had on hundreds of lives. For many of us Highlands has been a great tower of our future, our goal, and our dreams. Thank you.

MS. SABENIANO: [Inaudible].

MS. BRYAN: Good evening everybody. My name is Valerie Bryan. I am a teacher at Highlands. I teach the grades one, two, the newcomer foundations. I've been with Highlands for a little over two year. Before

that I was 36 years in the public school system teaching.

I love kids, but I was done. I -- I like the adults now. I can talk to adults. Anyway, it has really opened my eyes being in the classroom with -- with them, yes, hearing their stories, hearing their struggles, everything that they have to learn.

Yes, I do teach them English, but I also teach them the daily knowledge and life skills that they need here in this country, especially for ethnic groups like the Afghans. Their culture is one hundred percent different from hours. And the other countries that people -- that immigrants come from, there are so many differences, and there is no one to teach them. That's the problem.

They don't have the money to go to school. They don't have the resources that we as parents provide our kids. We teach them the English. They apply it. Right now the subject in my room is health and pharmacy. How do they read a medicine bottle? How do they call doctor? It's a very important role we play.

We did not -- the teachers and parents and staff did not cause the problems that Highlands had. The school -- the students did not cause the problem,

but they and all of us employees are paying for it. I'm with the other speaker who said much earlier tonight, go after the ones who actually committed the fraud. Go after them. They have the rubber stamp, not us. So please, do not revoke that charter.

Twin Rivers has -- they're just as deep in it as we are. At least we're trying to change. And this new administration -- I've worked with a lot of administrations over the years. This is one heck of a good one, and they work very hard, because their goal is the students. Please keep our charter. Thank you.

MR. KAST: And we have no more public speaker cards on that item.

MS. SABENIANO: Thank you. I will -- now the public hearing will close at 9:33 p.m. I'll turn it back to the board for any questions or comments. You can start off -- I just -- first of all, I just want to say thank you to all the speakers over here. I know it's late. It's after work, after hours, so just really appreciate you for taking the time to come here and to share your thoughts with us.

Maybe to our counsel and -- maybe can you speak a little bit? I have a question about -- on the record came up a couple times of what the record is, and I was hoping that maybe you can just kind of

clarify that for us, or me, I guess.

MS. STINSON: Yes. The record is the appeal record that was submitted. As you know, there were about 16,000 documents, so that is the record. You look at the entire record as a whole deter- -- to determine whether the substantial evidence to support the revocation or not substantial evidence.

MS. SABENIANO: But --

MS. STINSON: Was that -- was that helpful? If not I could --

MS. SABENIANO: Yeah. I think maybe just -- sorry. Oh, a little -- just a little bit more information on -- so there was -- we have the date, right, in the presentation that you gave us and what the district spoke about. Sorry, let me find it. Oh yes, yes.

The September 26th date and then we have a November fourth. And it sounds like there was some information from the charter school representatives that spoke about an additional record and the change of when that record is. So maybe can you speak a little bit to that?

MS. STINSON: Yes. So I -- I wasn't quite clear if -- if they were referring to the record was the hearings before the -- before the Twin Rivers

School District board. That would certainly be part of the record. So the record includes all of the evidence that would have been submitted as part of this appeals. And you look at the entire record, not just one piece of it.

So for example, the record would be the notice of violations. The -- the board agendas, the board minutes, the board recordings I believe were included in part of it. There was the Notice of Intent to Revoke. The resolutions, that look at the entire record not just one piece of the record. And so, I think there might have been a reference to the board hearings. That's one piece of the record. It's not the entire record.

MS. SABENIANO: Okay.

MS. STINSON: Is -- was that --

MS. SABENIANO: Yes.

MS. STINSON: -- I mean -- and again, I'm happy to add to that if --

MS. SABENIANO: No it's okay.

MS. STINSON: -- that will clarify it.

MS. SABENIANO: Thank you. No thank you.

MS. STINSON: Okay.

MS. SABENIANO: Thank you. Let's see, Tracy Caigoy.

MS. CAIGOY: I also echo -- echo the sentiment of our -- our president. Thank you to all the speakers on both sides who came out tonight. It's late night and -- so thank you for your comments. I -- I do too have a question, Tracy, about tonight from Twin Rivers. A new set of evidence was essentially submitted.

The presentation that was presented at the January 27th meeting from the same staff stated that all the findings had been -- had been rectified, right. And so, I guess the question is here not taking into consideration the feelings and emotions here, but actually what it is that our job is here on the board and looking at what Ed code is. And I'm reading Ed code right now.

The County Board of Education may reverse the revocation decision if the County Board of Education determines that findings made by the chartering authority under Subdivision H are not supported by substantial evidence.

If I go to Subdivision or -- yeah -- if I go to H, it says, the chartering authority shall not revoke a charter unless it makes written factual findings supported by substantial evidence specific to the charter school that supports its findings.

And so, I guess it's just a question right now of which presentation do we go off of, because the presentation that was provided by staff on January 27 was what was entered into record.

This presentation that we got this evening is essentially provided to us after the revocation vote and after Resolution 1612 and 1613 were adopted. And so, I guess I'm just trying to clar- -- get clarification as to going back to that question of what is record, are we stopping -- in this situation here tonight -- are we stopping at January 30th when Resolution 1613 and 1612 were --

MS. STINSON: So what you --

MS. CAIGOY: -- adopted.

MS. STINSON: -- so the findings that you're looking at are the Twin Rivers School Districts Resolution, and the Twin Rivers School Districts Resolution that is the decision by the board. The Twin Rivers School Districts Resolution, that is the resolution that incorporated the Notice of Violation and Notice of Intent to Revoke as the findings. It did not incorporate the staff's report as the findings. That was the -- I mean, the staff's report I think you're referring to is the January 27.

There was a staff report expressing that the

staff was satisfied or that they believe that the remedies were sufficient. That was the staff's recommendations, and then the board, of course, has a right to look at the record and its own and decide whether it believes that the -- that the -- the remedies were sufficient for the violations.

MS. CAIGOY: Okay. So then, I guess my second question is going back to what Ed Code states it says the chartering authorities shall not revoke a charter unless it makes written factual findings supported by substantial evidence.

When I look at Resolution 1612 and 1613 adopted by Twin Rivers Board on January 30th, it states, the board adopts the facts and findings contained the Notice of Intent to Revoke and it exhibits as initially set forth in the Notice of Violation or NOV. I guess my question is, this is not going back to Ed Code again, written factual findings supor- -- supported by substantial evidence.

And so, the way I am reading this, and so that's why I'm asking you if I'm misreading this, is that Twin Rivers had an obligation at the time of the adoption of these resolu- -- of revocation, which was on January 27th, to provide written -- written factual findings suspo- -- supported by substantial evidence

referencing to a Notice of Violation that had multiple violations listed after the school had sent in substantial evidence clearing those violations, as also indicated in the staff report on January 27th.

I guess I am wondering is that same referencing to Notice of Violation the intent of the law was for the -- for the school to know why they were being closed. Right? I -- I just want to clarify.

MS. STINSON: Yes. So the -- the resolution is in writing. It adopts the written -- it -- it adopts the exhibits in the Notice of Violation and it also adopts the Notice of Intent to Revoke, and the Notice of Intent to Revoke explained a note of each of their -- each of the violations and each of the remedies that had been proposed as of September 26 or thereafter.

It was -- it was those remedies that I guess had been instituted as of November 4th. So what the resolution did, is it adopted the -- the Notice of Intent to Revoke as its finding. So I think -- I guess it was in writing. It was their findings. I guess the question is whether the board believes that that included substantial evidence.

MS. CAIGOY: So they do not have to write out the reasonings that they felt were not met?

MS. STINSON: The statutes is -- unfort- -- here is the problem with statutes, this is why people hire lawyers and whatnot, because if everything was black and white you wouldn't need lawyers, and so it's -- it doesn't specifically say you have to do it this way. It says you have to adopt written findings supported by substantial evidence. It doesn't say how you have to do that.

It's clear it has to be in writing, it's clear they have to be supported by substantial evidence, but it doesn't say you have to specify this, this and this. It doesn't give very prescriptive -- so again, that's going to be for the board to decide whether that's sufficient, but it doesn't -- it doesn't specify exactly how they have to do it.

MS. CAIGOY: So when looking at ED Code I -- I guess I'm -- I'm just wondering if really is the intent that the legislatures had made when they created this Ed Code, was it just to shut down schools. Right? And I -- I would say no. But when we talk about due process and we talk about what is the charter schools right in this situation, I am looking at these resolutions and it doesn't state substantial evidence of the findings as to why the board revoke the charter.

MS. STINSON: What it does is it incorporate the Notice of Intent to Revoke, and the Notice of Intent to Revoke was the document that went through each of the violations and explained why or what they -- why or what -- why or why not the district and the district board believe that they have in remedy. And so, that's what -- that's what it incorporated.

MS. CAIGOY: And so, then going back to what is considered the record it is all of the documents that I had written, right? The state audit report and notice of violations from June, the staff report, our staff report, the minutes, the agendas, the resolutions.

MS. STINSON: You look at every- --

MS. CAIGOY: That's everything, right?

MS. STINSON: -- you look at -- you look at the entire record.

MS. CAIGOY: Okay. Okay.

MS. STINSON: Yeah.

MS. CAIGOY: Thank you.

MS. SABENIANO: Oh, I'm going to go to Trustee Brown. I see him waving at me.

MR. BROWN: Thank you. Thank you. Thank you. I have one question. And that is, can we hear from Gerald Steinberg or Jo- -- Johnathan Raymond about the

November 4th ruling as a district and how that happens? And also, we have new leadership, a new leadership team.

And the prior leadership failed to remedy the alleged violations. But how many violations have occurred under the new leadership that has met district staff's evaluation. And if you could sort of clarify the November 4th as a part of the record how the staff decided to -- to remedy the situation.

MR. STEINBERG: Thank you very much, Trustee Brown. I'll share the mic with Jonathan Raymond. Of course, been in the middle of all this per se I do want to respond to -- [inaudible] counsel said if -- at least to where I understood it, that it's not enough for the Twin Rivers board to simply say what they -- what they think based upon November 4th -- pre November 4th set of facts in the record.

The law is real clear. I'm going to read it. Implicit in this statute is a requirement that the agency, which renders the challenge decision must set forth findings to bridge the analytic gap between the raw evidence and the ultimate decision or order.

That -- that means you have to actually explain. You need to say why you're seeking to overturn your staff recommendation, why you're not

considering the post September 27th evidence, why you're not considering the cure.

They did none of that. As Counsel said, however, the record includes and in fact is dominated with one specific set of factual set of findings, and that is the Twin Rivers staff findings that Highlands actually came into compliance. That's the record. That's the analytics, and that's the analytic gab that you need to look at.

Now, as to November 4th, this is the core of the issue. On November 4th the board issued a Notice of Intent to Revoke. They are right, and it was probably actually the right thing to do. I'll editorialize. Because they put Highlands on notice that you need the cure.

Now, I cited to one of the trustees who -- four trustees gave that direction, and one of them, Baker, actually made the motion to -- to have the board issue the Notice to Intent to Revoke, which meant what they were saying was you're on notice on warning, but we're going to give you 60 days.

And then, the staff, of course, follows up on December the 3rd. They not only say we want to -- we want you to work with us, but they actually come close to using the term record, record, which is what

this is about, what Trustee asked about.

She says that -- Sheri Wertha [ph] from Twin Rivers -- "We are working to remain as flexible as possible regarding how your school submits evidence in response ot the identified violations." In other word, the board, and then the staff said, "We want to create a complete record that includes whether or not you have cured."

That's the only substantial evidence by the way, that exists on anything. Because on the 27th of January when the board actually makes the decision to revoke, they don't even discuss any of that. They go back and refer to November 4th and the pre November 4th. This is a clear abusive discretion. There is no substantial evidence, because they were deliberately inconsistent. And in terms of the presentation by the way from the find attorneys from Twin River, what I really heard was an effort tonight to invent this new record before you tonight. Right? But none of that was on the record when they actually made their decision and the board ruled, and that's the fundamental process and due process problems here. Jonathan.

MR. RAYMOND: Jonathan. Yeah. I just -- I want to address Trustee Brown's question about what

we've been doing to cure. Well, first of all, you know, we work our tails off, you know, to cure with a skeleton team. And I want to give you just an example.

Twin Rivers knew for several years that Highlands was operating as a high school even though the -- the charter for Highlands required it to be really first grade, second grade, and 12. And so, they asked for a material revision, which is in essence a new education plan. You know, they asked for that when -- when I started. They asked for it June. I started in July. I didn't even have a chief academic office, who didn't start until August.

Nonetheless, we put a very detailed education plan as to how we would do this. We worked closely with them. So then -- then come December the -- the Twin Rivers team said, "You know what, it's -- it's -- it's too detailed for us, and we don't want to spend our winter break going -- going through it, so you need another plan." So we did. We came up with a plan to go back to being in compliance with the original charter.

So while they were on winter break, my team -- my team worked the whole Christmas break, they worked New Year's, they worked the weekend, so that when our students came back to school in January there

was a first and a second grade, we call foundations. And that program today silver lining is, we've enrolled over 800 students in this program since January, since January.

We're probably the only charter school in California that's seen that dramatic growth, but that's just one example of what we did to be able to cure. We have exited leases. Now, my predecessors, they entered into long-term monthly year leases. Hard things to get out of, but my team has worked tirelessly to get out of these leases, to try the surplus vehicles.

And the public dollars, I don't have police powers, but you know that Hawaii trip that got -- that got referenced, we sent everyone who went on that a -- a demand letter, pay us back. And then, you know what we did, we took them to small claims court, the only policing power we could do.

So everything we have -- we have done to try to cure, we have cured, and that was the recommendation of the staff. And I even have conversations with Superintendent Martinez. He says, "You don't even have to have it all cured, you just need a plan to show us how you're going to cure." So we had plans, and we had also cures.

MR. KEEFER: I have a question --

MS. SABENIANO: Okay. Thank you.

MR. KEEFER: -- for chair.

MS. SABENIANO: Do you have any other questions [inaudible]?

MR. KEEFER: Yeah. I have a question for Jonathan Raymond?

MS. SABENIANO: Just want to make sure, Trustee Brown, do you have any other questions? No?

MR. BROWN: You know, basically, I just wanted to make a statement, not really a question. That is -- actually, all that is critical to know why did this big staff recommended that the board decline to revoke the charters based on staff findings? That the charter school has successfully refuted and remedy all violations at the conclusion of the remedy, period. And that's the only statement I would like to make at this time. Thank you.

MS. SABENIANO: Okay. Okay. Thank you. Go ahead.

MR. KEEFER: Yeah, I have a question for Mr. Raymond. I have a question for Mr. Raymond. So, Mr. Raymond, when you were hired or when you were preparing to be hired, when -- when was the notice to cure for the missing audit, when did you become aware

of that?

MR. RAYMOND: That was in the original Notice of Violations that were issued by the Twin Rivers in -- in June. So, you know, when I came in shortly, you know, as -- as part of my honeymoon, there -- there were -- there was none. You know, we -- we had to at the time -- I want to explain the context here -- we had a preliminary clean audit from IBailey [ph] back in the spring.

And the state audit comes out at the end of June, and IBailey posed the audit saying they have to take another look at it. Well, that another look at it was months, months and months and months. We had to finally send them a -- a legal letter threatening to -- to bring legal action in order to get the audit from them. So we finally get the audit months and months later.

And yes, Twin Rivers kept asking for it. And we eventually got it, and they disclaimed on -- on that. They said that with the state auditor's finding of $180 million they could not make a determination. But that's the audit that -- and once we accepted that we gave it to Twin Rivers and that cured their Notice of Violation.

MR. KEEFER: So the -- in my documentation

it says the notice was sent from Twin Rivers on April 24th, and you being a superintendent how important is having an audit and actually running a business?

MR. RAYMOND: Well, of course, it's very important to -- to have an audit. And, you know, if we can't get an audit finalized from an auditor, all we can do is continue to ask, continue to ask, and -- and, you know, luckily we have a -- a new audit firm who is going back and is doing the au- -- the audit for '24, '25, and we'll do the '25, '26 audit.

But, you know, I- -- Bailey, we asked them, asked them asked. You know -- you know, we couldn't get something that they wouldn't give us. They finally gave it to us, but I was -- to answer your question, I was made aware of it when I started in July.

MR. KEEFER: What was your communication with the board with -- with staff and the board of Twin Rivers regarding the audit? How did you personally invest time into seeking a cure for that?

MR. RAYMOND: Well, again, I was working with our CBO at time, working with our general co- -- counsel to do everything we could to get the audit from IBailey. In fact, that's when we had to draft a letter, you know, threatening to -- to move into legal action until we got the audit.

And in conversations with staff at Twin Rivers we -- we said, "We're doing everything we can," and they understood that. They -- they understood it, and which is why when we eventually got the audit before January 2nd, the deadline that they gave us, they -- they checked that off as having been remedied.

MR. KEEFER: Okay. Thank you.

MR. RAYMOND: You're welcome.

MS. SABENIANO: Any other questions or comments? Yes, Trustee Fong.

MR. FONG: Yeah. I wanted to thank all of the -- the parents and students and the staff that came here and gave their information on why the charter should stay alive.

But I do want to give Twin Rivers a chance to respond to Mayor Steinberg and Jonathan Raymond's comments about what they said just now on the questions. So if -- if you could, you know, you can give your response and put that on the record.

MR. SCHUETZ: Thank you. And just going back to an original question earlier, the resolution was adopted by the board did -- was based on substantial evidence on the record. The findings were made in the Notice of Intent to Revoke by staff, which the board adopted at that time.

And there is no obligation for the board to consider any remedial actions past that point, but they -- they did, and they considered they were sufficient, that's reflected in the resolution findings.

I -- I do -- and I believe general counsel in their staff analysis concurs with that. As education code and regulations include no requirement to allow remedies after the close of the remedy period, the county board may properly find that the district board have the discretion to allow the charter school to remedy its violations after the September 26 -- 25th deadline, but was not required to do so.

While district staff recommended accepting the post deadline remedies, the district board was not required to accept that rec- -- recommendation. So our -- our position is there was no obligation. There was substantial evidence -- evidence in the record as reflected in the -- at the time of the notice of intent to revoke, which the board adopted as its findings in support of revocation.

And substantial evidence, as mentioned a few times tonight, as a -- as a deferential standard. And even so your -- your existing policy, SCOE's own board

policy 2400 cites -- cited by Highlands and us in our response to their appeal, substantial evidence with [inaudible] code 477605 -- 7 -- shall be evidence that demonstrates that a violation was material, supports revocation -- revocation when viewed as a whole in light of all relevant evidence -- information, demonstrates that the violation actually occurred, and was not cured by the charter school during the reasonable opportunity to remedy the violation.

So that's reflected itself in your policy which we believe actually supports furthermore that substantial evidence was found.

MR. DIGIULIO: I'd like to add too, there's been a lot of mention about current management, not old management. We understand that. And -- and it's not -- this isn't a determination based on who's in management and what certain management teams did. Education code requires you to make a determination based on the schools. So we have to consider evidence for the school as a whole.

MR. FONG: I have a question to our attorney. You know, if there was conflicting evidence provided by, you know, the people that want to keep the charter, do we have to by law resolve that in favor of Twin Rivers?

MS. STINSON: If -- what the court cases say is that there is conflicting evidence, then you resolve it in favor of the lower tribunal's decision that would be in favor of the district's decision.

MR. FONG: Okay. And in the findings, if the determination of substantial evidence supports the findings, even though they didn't write out each particular one, each specific violation in the resolution that they make reference to their notice of intent to revoke, is that good enough to say that there was substantial evidence in support of the findings?

MS. STINSON: Well the -- the notice of intent to revoke included a very extensive writeup of the violations and the -- and the -- and what the -- the district and the district board believed had not been remedied.

And I think as -- as Mayor Steinberg referenced that you do have to have findings that bridge the analytic gap between what the evidence is and the ultimate decision or order. I think the notice of intent to revoke was as -- was an attempt to do that.

Now there's of course the issue of did the district have to accept remedies after the September

26 deadline. I think if it didn't have to, it's very clear there's substantial evidence in the record. If it did have to or somehow gave -- if -- if the board were to find that somehow there was some requirement that it accept evidence after that, then you'd have to look at more.

I would say just so that the board knows it's there, in the notice of intent to revoke, there was language that was put there about for example the -- the San Diego condominium, that although it acknowledged that the district or that the charter schools had tried to mitigate the extent it could, that because the past monies had been expended and were not used on students, that money may never be recovered.

And same thing with the Maryland property, that it was -- we understand -- in other words what the district did is they acknowledged that -- that -- that the charter schools had done as much as they could. But they also acknowledged that it may never be resolved because the -- the public funds weren't actually retrieved. And that -- that was public funds that was used.

So those are things -- I just set that out there so you know that that's in the notice of intent

to revoke. But again it's for this board to decide whether it feels that that's substantial evidence or not.

MR. FONG: So I -- I have another question related to -- even though it was alleged that the deadlines were -- for carrying the violations were, quote, described as arbitrary.

And the decisions that were made by the board members who wanted to give them 60 days more notice and extend their ability to provide evidence after the original deadline. Was it -- if that was -- can that be construed as abuse of discretion.

So like the -- the -- the reasons why we would overturn what the -- yeah, we -- we felt that there was abuse dis- -- of discretion and things were done arbitrarily. Now were -- were any of those instances where the deadlines that was set was arbitrary because there was no staff around to respond to Twin Rivers?

MS. STINSON: I -- I --

MR. FONG: And that, you know, four board members wanted to give them more time, but they -- they may have -- they -- they appeared to have said they wanted to give them more time. And the staff worked with them the day they had more time. And they

produced setting a document saying that they remedy all of the violations.

But the board decided not to take that and staff recommendations. And wanted to use the -- the original notice of -- of revocation back in September and use that. Now is that an abuse of discretion?

MS. STINSON: So I think -- I think the abuse of discretion and whether it's arbitrary or capricious really goes to whether there's substantial evidence or not. Something is arbitrary and capricious if there's no evidence to support your action. If you -- if you don't have evidence in your record to support the decision you made, then you're making an arbitrary and capricious decision.

So it really goes to that. To me -- the issue of whether the district had to give additional time or not, that's a separate issue. That's an issue I think that's before this board, right.

The -- the statute doesn't say you have to give more than the remedy period. But that doesn't mean the board couldn't give more than the -- the remedy -- the board always has a right to give more time if they want. But I don't think the statute requires them to.

MR. FONG: Okay. Thank you. And I just

wanted to say that all of the people who came and -- and spoke about wanting to be American citizens, wanting to learn English, wanted to have the opportunity to become part of the American society by going to an adult education program that provides that for them, I am all in favor of doing this for you.

It's just that companies and corporations are people. And even though the peop- -- the management has changed, the corporation violated a lot of things. And there were admissions to those violations. And for me to try to say that I'm going to overlook that and give them a second chance, I'm not the judge on this.

I have to go with what's in the law and what was done by the corporation regardless of the past management and the -- and the current management. You know, I -- I just kind of feel that that is the case here in -- in terms of what we're looking at. And I wish there was a way to provide an adult education program in Twin Rivers. So --

[talking over each other]

MR. FONG: So they -- the staff at Twin Rivers, you know, I hope you would find a way to provide for all of the people that -- the 4,000 people that want an adult education program and do it for

them.

But in the case of this, I will not be supporting, you know, giving them a second chance. That's not what we're here for. We're here to apply the law to the situation.

MS. SABENIANO: Trustee Lef- -- sorry, Trustee Caigoy is first. And then Trustee Lefkovitz. Go ahead.

MS. CAIGOY: Oh, okay. Thank you. I'm sorry, all the attorneys sat down and I have a question for the attorneys. Okay. In regards to November 4th, I guess this is in -- this is regarding process. And so I read the transcripts. I watched the recordings. I even read the minutes and every single documentation that you guys sent to me.

And so I'm looking at-- I'm -- I'm think -- I'm -- the recording, going off of the recording now, the actual what happened in the November 4th meeting. And several of the trustees had asked about time, and what clarification on timeline, and clarification of the timeline of to re- -- when to remedy.

And then they were responded to by their own staff and attorneys, right. I'm -- I'm asking. That's -- okay. That's -- well --

MR. RAYMOND: [inaudible] I assume so.

MS. CAIGOY: Okay. All right. Fine. So, yes, I did watch the video. Thank you. And so anyways, staff and attorney, legal counsel, answered the questions that were brought up by multiple trustees around the timeline. Then after they got that clarification, there were no other questions. Then they voted to continue on with the revocation process.

On December 3rd, Twin Rivers emailed the school saying, hey, your new deadline is January 2nd. Schools don't communicate with the board. We authorize for charter schools. And they do not communicate with us.

So I guess my question is, if the district is communicating to the school, saying their new deadline is this, and what took place in the November 4th meeting with multiple trustees, verifying that they were going to indeed get additional time to remedy, and then they took action to continue on with the revocation process, I -- I -- I guess I'm -- I'm wondering, does that mean that -- I mean because I keep on hearing they don't have to, they don't have to take that into consideration.

However is that truly giving the school due process if the board, one, clarified the timeline, received responses from their own legal counsel and

staff, that they indeed were provided more time and they were going to be given more time. It is in written record and response from the district saying that they indeed have more time.

So I -- I'm wondering, is that completely fair to say the -- to -- from the board's perspective, we're going to just throw out all evidence that's submitted by that new deadline that was established. I -- I -- I'm trying to figure out what did -- what's the -- is there an assumption or, you know, if I were the school, I would think if the board -- my authorizer is communicating with me, that is record.

I don't communicate with our charter schools. So I -- I -- I just need some clarification -- someone.

MR. RAYMOND: So thank you for that question, Trustee Caigoy. One of the things I wanted to point out to you is that there's actually a Title V regulation that we think is applicable to exactly this scenario that you're asking about right now.

And it's 11968.5.4B3. And it says, you, the County Board of Education, shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation.

Again, the -- the County Board of Education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation.

And we believe that that's exactly the situation here. Because the district did in fact, as you noted on the record, we had a majority of the board say there would be more time.

There was an official communication from the district. That's just one communication, by the way, from the district. There were also in person meetings --

MS. CAIGOY: December 8th, right?

MR. RAYMOND: And there were -- and there were -- and they were -- so there were a variety of conversations going back and forth between the district staff and the charter school staff. That email that you referenced just being one of those communications indicating, you know, some ongoing collaboration, right, relative to expanding the record.

And so -- and so it did impact directly the charter school's ability. Because had the charter school known that it would not be afforded any additional time, the charter school maybe could have

done some different things. It would have had options to do different things.

So for example, right, you know, it could have bought out the lease in San Diego and Marysville sooner. It could have done it. Why didn't it do that? Why did it instead submit a plan to do that?

It did that because it was trying to be cognizant of using additional taxpayer dollars to buy out a lease that it hoped it could find a subtenant for. And thus try to preserve as much of the taxpayer dollars as possible.

This management team didn't enter into that lease. It was trying to do its best to extricate the school from that situation without incurring any additional liability that wasn't necessary. So that's why for example it submitted a plan.

Now again, the district had said submitting a plan would be good. That would be sufficient as long as they thought that plan was, you know, cognizable, that it was reasonable, that that could be an effective answer. And in fact the Title 5 regulations also address that issue and allows specifically for a plan to be submitted.

And so that's why the school chose to take that particular course. And so the district now

attempted to argue that all of what its trustees said, what its legal counsel said on the record, what staff said on the record, should all be disregarded and all of that process should be disregarded, right.

It is creating a -- a due process issue for the charter school. And it is also creating a detrimental reliance issue. The school detrimentally relied on that commitment and that promise that it had additional time.

MS. CAIGOY: Thank you for that. And I guess I do have an additional question. And anyone can answer that, so come on up, come on up. Based on the report that you all provided this evening, Twin Rivers, since these were not presented in January, I -- I guess the question is, you guys could -- you guys could essentially start the revocation process over tomorrow; correct? And then note all of these findings that you noted this evening.

MR. SCHUETZ: And those aren't new -- are new findings. They're a reflection of their status leading up to the notice of intent to revoke. And then reflecting some of the failures of their remedial action plan since, in between that revenue period ended until the actual decision board meeting.

So there was a period of things -- so just

backing up, the -- the regulation and statutes provide by nature additional time. Doesn't mean the board had to consider actions taken past that remedy period expiration date in their final decision. So we have the notice of intent to revoke and the regulation has public hearing and then another set date before actual decision to revoke must occur.

So while there -- yes, there were actions taken during that period, the board concluded and even, you know, staff recognized, and even to this date we have things that have not been addressed sufficiently including locations that are being operated out of compliance with their MOU. We really don't know where they're operating.

They had a policy that we've recognized in our -- in our presentation tonight where they -- it was part of their plan submitted to address their fiscal mismanagement issues. And they're not even following that policy. They're bypassing it, which raises serious concerns about that continued violation.

But I want to get back, you know, really to -- and -- and the procedural errors argument that was raised, that was addressed by general counsel, county office in their analysis, that there was nothing to

that. I mean we're hearing some new arguments tonight that were not reflected earlier in the notice of appeal.

But I want to get the board, you know, back hopefully to the -- the central question here which is not was progressed made or -- or could the -- a different decision have been made. It's whether the substantial evidence in the record support the district's findings.

And the district's board's resolution not only adopted the findings that were represented by staff in that notice of intent to revoke, but -- and found that substantial evidence demonstrates that the violations initially identified in that notice of intent to revoke. And that even though they didn't need to, the violations set forth in that notice of intent to revoke have not been sufficiently remedied by each charter.

And attempts to further corrective actions taken by the charter, although considered by the board, failed to sufficiently remedy the violations identified in the notice of violation and substantiated in those and intent to revoke, and/or promised unsubstantiated, unreliable future performance, and resulting uncertainty regarding

future compliance.

That was in the board's decision, discretion to make. And despite recommendations from staff it was ultimately the board's decision. And they -- they did adopt that.

MS. CAIGOY: Yeah. So my question was regarding the November 4th meeting and the communication that came from the board.

MR. SCHUETZ: No. There was no -- I don't think there's any communication from the board -- [talking over each other]

MS. CAIGOY: There was -- so when I say communication, so communication could be multiple things, right --

MR. SCHUETZ: Okay --

MS. CAIGOY: -- it could be comments, it could be statements --

MR. SCHUETZ: Okay --

MS. CAIGOY: And so there were questions as to the timeline. I'm not sure if it was you or if it was you who answered the board's question around the extension of time.

MR. SCHUETZ: And I --

MS. CAIGOY: And --

MR. SCHUETZ: I -- if I may, I think that's

-- it was addressing the fact that the -- the process, the regulatory process has additional time built into it just by virtue of the process playing out. You have the decision issue [inaudible] intent to revoke. And if you look back at our timeline, you had a public hearing on December 2nd.

And then the final decision determination meeting wasn't until the -- the 30th. We had one on the 29th, which the board did not accept the district's recomm- -- the staff's recommendation. And they came back on the 30th and adopted the resolutions in support of the denial determination. So I don't know how -- what -- how that -- that may have been taken out of context along those lines, where the -- the process has time built into it by virtue where they could have taken actions to remedy it.

MS. CAIGOY: Time that was on record that they were going to have additional time. And so -- but there's communications from your district to the school from your staff. There was an email on December 3rd. And then there was a in person meeting on December 8th.

MR. SCHUETZ: Yeah.

MS. CAIGOY: To -- they met in person on December 8th. And they discussed this timeline. And

the school was told that the new date to remedy was January 2nd. And you're telling -- and you're saying that that is not -- they don't have to take that into consideration? But it came from your district.

MR. SCHUETZ: And the board, you know, did -- did consider staff's recommendation and disagreed.

MS. CAIGOY: Okay.

MR. SCHUETZ: And that was within their discretion to do.

MS. CAIGOY: Got it. Thank you.

MS. SABENIANO: Okay. We're going to pause just for one second to take a vote to allow us to go past 10:30. Since we're close to that time. Is there -- is there a motion to extend the meeting?

[talking over each other]

MS. SABENIANO: Okay. Is there a motion to waive the four hour board meeting limit and extend the board meeting until the completion of our agendized business.

MS. CAIGOY: So moved.

MS. SABENIANO: Okay.

MR. FONG: Second.

MS. SABENIANO: Is there a second? Trustee Caigoy moved. And second by Trustee Fong. Any discussion? All those -- or roll call vote for that,

please.

CLERK: On the motion to -- to extend the meeting, Trustee Lefkovitz?

MS. LEFKOVITZ: Yes.

CLERK: Vice President Keefer?

MR. KEEFER: Yes.

CLERK: Trustee Fong?

MR. FONG: Yes.

CLERK: Trustee Davis?

MS. DAVIS: Yes.

CLERK: Trustee Caigoy?

MS. CAIGOY: Yes.

CLERK: Trustee Brown?

MR. BROWN: Yes.

CLERK: County Board Member Dunbar?

MS. DUNBAR: Yes.

CLERK: President Corona Sabeniano?

MS. SABENIANO: Yes.

CLERK: Unanimous vote.

MS. SABENIANO: Okay. Thank you. And now we're going to go to Trustee Lefkovitz.

MS. CAIGOY: Oh, I wasn't done.

MS. SABENIANO: Oh, you were not done? Okay, sorry. Go ahead.

MS. CAIGOY: Okay. Thank you. Okay. So going

to the definition of substantial evidence test, what's in our -- what's in our report. That has -- that came from a case that had nothing to do with a revocation. That was a -- that was a denial. That was a petition that came before the district that was denied and then appealed.

And so I'm wondering why we're using the substantial evidence test from something that has nothing to do with this case.

MS. STINSON: Because the courts define substantial evidence in a number of different contexts. They define it in administrative processes. And so there are cases where they've done it in the context of charters. There -- I think there's a case cited in our staff report that has to do with a revocation. There's also one that has to do with a denial.

But the substantial evidence is defined by the California courts and courts of appeal in a number of different contexts. And it's basic -- it's -- it -- they -- that's how they define substantial evidence. And it doesn't have to specifically be a revocation. Substantial evidence is a legal standard.

MS. CAIGOY: Got it. Okay. And I, you know, thank you for that, Tracy. Appreciate it. And thank

you to both attorneys. Appreciate you both answering these questions. The question tonight is not regarding the $180 million that's in question. That's -- that's not what was in the notice of violation.

I just, you know -- and I agree with the sentiments that were said. It is egregious. It is disgusting. It was a misuse of public funds. And that was done by the prior leadership. I heard tonight that current leadership is in pending litigation with the prior leaders to recuperate some of the taxpayers' lost dollars.

And my question is, if the school were to close, what happens to pending litigation and current talks that are happening with the state regarding the recoupera- -- recouperation of that 180 million lost?

MR. SIMMONS: So if -- if the board does not act to reverse the revocation, then at this time the school is not -- both schools are not receiving any state funding because of the revocations that took place. So as a result there is, you know, a very limited capacity, both to settle with the state if that is an option that ever comes on the table, right, or to repay the state if ultimately at the end of the audit appeal process it's found that the school does owe those dollars, okay?

And then in terms of litigation against others, obviously the school is -- has a very limited capacity to engage in that sort of endeavor particularly given, you know, that right now all the -- all they're operating on is reserves. So I'm not going to speak on behalf of the Highlands board about what their strategies may be around those things, right. But I think that's a fair answer to your question. I would say also that, you know, to the extent -- and I think Jonathan made this clear on the record at the district, as did I on behalf of the board -- that the current Highlands board and administration does not support some of the financial decisions that were made by prior management teams.

So I think to the extent that the district or the county office wanted to join us in any way and provide assistance or come alongside us, that could be incredibly helpful regardless of, you know, this issue. I hear the public and its desire for accountability. I -- I hear that. But I think we're doing all we can do by ourselves.

So if the county office or the district wants to join us in some regard in that, I think there'd be openness to conversations.

MS. CAIGOY: But the 180 was not mentioned

in the notice of violation. And right now we're supposed to be taking into account only the record, which is a notice of violation; correct?

MR. SIMMONS: That is correct.

MS. CAIGOY: Okay. Thank you.

MS. SABENIANO: Trustee Lefkovitz.

MS. LEFKOVITZ: I'm -- yeah, I'm still struggling a little bit with this extension and whether it was like -- I don't know if legal is the right word, but whether or not they actually had an extension by the board. I get the board didn't have to follow the staff.

But it's -- it's just confusing to me that it appears that the board -- that the board members were asking them or telling them they could submit more evidence. And then the staff sends them a letter saying you have until June -- January 2nd.

And I feel like that's a fundamental issue that if they actually had that time, and if we all agreed that that was allowed and expected, that that could -- that that would impact at least the board's consideration of evidence. So it's confusing to me that we -- we aren't coming to some consensus around that. It's just like you each decide whether you agree that's correct. Is -- is -- am I -- am I reading that

correct? It's up to each of us to decide whether we think that extension was required or --

MS. STINSON: I -- I think so because I don't think I would -- I would tell you that it was -- that it was. And I think -- I think you've heard testimony from both sides about whether it was and whether they thought it was granted. So I think -- so I think that's for you all --

MS. LEFKOVITZ: Okay.

MS. STINSON: -- to decide. Yeah.

MS. LEFKOVITZ: Okay. And then I just have two questions. One is, can the board only consider for revocation those things in the notice of violation? And if it's not in the notice of violation, then it sounds like they can't be considered. Is that a correct understanding --

MS. STINSON: The notice of violation was the basis upon which the school district started the revocation proceeding. So yes, that's correct because that's the notice they gave. Here's the violations and here's what we're asking you to correct, so that is correct.

MS. LEFKOVITZ: Okay. So then in reading -- and I know this document really isn't supposed to be considered because it was received on April 21st after

all of this -- after all the hearings. But the council sent us -- sent a letter to our board or to you that you shared about their I guess response to our staff report. And we got it. It was dated April 21st.

MS. STINSON: Yes. So what -- what I invited the parties to do is to submit written arguments. And I made it very clear it could not include new evidence. It -- I -- I was asked that it include citations to the record. But it was -- you have an opportunity if you'd like. You don't have to. But here's an invitation if you'd like to submit written arguments that are tied to the record and that new evidence would not be considered.

MS. LEFKOVITZ: Okay. Well I will say I had wished that that document had been read into the record on January 30th because it was actually helpful. And it did seem like contained a lot of information that was useful. But it did reference two things that I wondered if were in the record. And that was -- or were part of the notice of violation.

And that was an expectation that the leases would be -- the monies spent on the leases would be repaid. Like that wasn't any -- in any of the staff report, in any of the stuff that the staff outlined was in the notice of violation. So that one struck me

as odd that that was included in that letter that the board is relying on or is including in their -- one of their reasons for revoking.

And then the other one for me was the notice of violation just said that the audit report had to be submitted. It -- it spoke nothing to the -- whether the audit report was, you know, what was found in the audit report. So do we literally take that as it just has to be submitted versus what was in the con- -- inside the audit report and what its findings were.

MS. STINSON: I think it would be tied to whatever the notice of violation had asked for. I don't know if the district has more of a response to that than I would. But --

[talking over each other]

MS. LEFKOVITZ: Yeah. It just [inaudible] --

MS. STINSON: -- it should be tied to the notice of violation.

MS. LEFKOVITZ: It just said an audit should be submitted. It didn't say an audit that had a clear audit was to be submitted. Go on.

MR. DIGIULIO: Just to clarify, we wanted a valid audit, right, so one that met all the requirements of an audit. And so it didn't meet the requirements when an opinion wasn't expressed. Just

for clarification.

MS. LEFKOVITZ: But the word valid I don't think was included in the language.

MR. DIGIULIO: I understand. But there's an audit guide of what's required in an audit. So there are things -- I agree with you, there are things that weren't necessarily stated there that are required as part of law.

MS. LEFKOVITZ: Okay. Okay. And then you can stay there because I have another question. My question here is about curing. And I was wondering of the state law requires that the charter actually had to cure the problems or if they only had to see if reasonable plans and assurances because --

MR. SCHUETZ: I believe the standard is refute, remedy, or propose a plan that sufficiently remedies. Just subject to interpretation of what's a sufficient remedi- -- remedial action plan. And they -- they did submit part of their response to that notice of violation, a plan. But as was kind of outlined -- well first of all, initially it was determined that that notice of intent to revoke the [inaudible] plan was insufficient.

But they did other things along the way after that date. And -- and as you reflected in our

presentation tonight, which is based on the record, it's nothing -- that was not new information. Multiple attempts at these plans throughout then were still repeatedly insufficient during that time period.

So that -- that's the standard from the regulation. I just want to mention briefly too, anything in our response was based on what was submitted as part of the appeal record by -- by the charter schools. And I believe we cited even to the record where it was. So I'd have to look at that specific item you referenced. But it -- it should be in the record somewhere.

MS. LEFKOVITZ: Okay. Thanks.

MR. RAYMOND: May I [inaudible]

MS. LEFKOVITZ: Yeah. Is that all right? Okay.

MR. STEINBERG: Counsel is correct that Title 5 of the code of regulations does not require the charter school to remedy the -- the -- the problem or to cure the problem, as you said. It requires proposed remedial action by the charter school. Proposed remedial action. Which they did and then of course the Twin Rivers staff said it not only submitted a plan, they actually cured.

But then there's the County Board of

Education policy's definition of substantial evidence. And this is 2400 BP Section 2000. It says that definition of substantial evidence is if the violation, quote, was not cured by the charter school during its reasonable opportunity to remedy the violation. So then you go back to the facts of the case here. The board, Twin Rivers board, and the staff gave the school the opportunity to cure with the 60 day extension. And in fact the only evidence on the record again is with that additional 60 days, Highlands cured during its reasonable opportunity to remedy the violation. So it met that definition. It met the definition. And that's County Board of Education's definition, your board's definition of substantial evidence.

MS. LEFKOVITZ: Okay.

MR. KEEFER: I have a question on that.

MS. SABENIANO: You're next, Vice President Keefer.

MR. KEEFER: So I would ask Twin Rivers, was the audit cured now? Is it cured? Because I feel like I'm playing ping pong here. And --

MR. DIGIULIO: [inaudible]

MR. KEEFER: I mean --

MR. DIGIULIO: The entire part of an audit

is to have an opinion rested on the financials. They cannot issue an opinion. So to us we do not have a complete audit. So it was not cured --

[talking over each other]

MR. KEEFER: So it's not cured. Okay. Thank you.

[talking over each other]

MR. KEEFER: That's all. That's it. Yeah.

MS. SABENIANO: Trustee Davis.

MS. DAVIS: Okay. Good evening, everyone. We got to hear from all of you tonight. And that was really amazing. It isn't really the decision that we're making, but I very much enjoyed it. I appreciate the gentlemen who picks up the garbage cans and the garbages. I'm really excited for you that got your credential today for your single subject.

I want you to know, each and every one of you that spoke, like I really heard what each and every one of you had to say. And I want to explain a little bit on our behalf of what we do up here. And it's a weird thing.

My name's Heather Davis. And I am in my third term. I've been elected three times. I can't imagine coming up and speaking. English is my only language. And I can't imagine coming and doing what

you did. That was very brave. And it took a lot of courage. And as a board member, we're elected by the people of our districts and their voters. And that's what we are. I'm not a lawyer. I can promise you that. And so it gets complicated up here because they've just asked us, the voters have asked me to help with my board to make this decision and to figure it out. And it's a lot to navigate. I think we can all agree on that after this evening. And so I just want to speak to a couple of things as far as this decision goes. So whereas I understand what was brought before us for all of your plea, I want to speak to what I heard from both sides. Because some of it, in speaking to my board of colleagues, some of it is strange, right. Like why -- why like is Twin Rivers all of a sudden like so passionate now, when it was going on for a long time. Like where were they?

Like it's -- I mean it's not -- I don't mean that to be like -- I'm literally like -- I'm like sitting here just as a person, a voter, I'm mom. I'm wondering, what the heck was going on, number one. Number two, our board -- I -- I -- I don't want to speak on behalf of them, but I will anyway.

I feel that this next step of where we're going is that we want to be innovative, and we want to

be open, and we want to be making change. And I can't imagine why we would like try to get in the way of stopping that. I'm not really sure that I know like if -- if there -- if the, you know, if these students are being served. Because I think like that this school happens to be serving students that no one else is serving, as far as I can tell maybe.

So to me, I think -- I think education should be all those things moving forward, innovative. I'm not sure. It feels -- this feels a little political to me, which seems uncomfortable. As -- as somebody -- like so this is how I'm going to break it down for you and where I'm at, guys, is this.

First of all I do want to say that I think where this board is going and what we are looking for is people who are willing to say, you know what, seems like things are turning around, so let's see what can happen. And I think that's what we're looking for, for me.

So with that said, I want to say this, that what I heard is that the board authorized staff, which I would hope that our board -- I mean our staff would if we had a direction that they authorized them, is -- is my -- the way I see it. They authorized High- -- to give Highlands more time.

And I think of it like this. If I'm a mom, which I am, I have three children. I've raised three children. And if one of them -- they've made mistakes, they're not perfect. If they went out and they made a mistake and did some things -- and I told them, you have a timeline to turn things around.

And then I started to see some serious -- and I think everybody can follow me on this -- and I started to see some serious change. I do think it would be abusive discretion of me to then come back and completely say, no, that is not what we meant, that isn't it.

So for me, if I'm having to make that decision based on the arguments of what I've heard tonight, and what I have seen, and what's been written, that to me is kind of how I'm -- I'm looking at this. And -- and -- and that's -- that's what I was hearing. And that's kind of where my mindset is at. So just to lend that I think, you know, thanks guys for everybody being here to late and for doing this. And yeah.

MR. FONG: [inaudible]

MS. SABENIANO: Sure. Yes. Trustee Fong.

MR. FONG: Yeah. I -- I just wanted to kind of remind the board that our decision is not to

reweigh the evidence that was presented here. And our decision should be determined by the substantial evidence that supports the findings.

And the findings that were presented by the Twin Rivers, we -- there may have been some -- some -- some difficulties in terms of whether they gave them 60 days more time or not, or whether these students are being -- not being served by anybody else.

We need to look at what is the reasonable substantial evidence that a normal person would accept, that the evidence was there. So if you read the findings and the notice of revocation, all of those things are there. They were asked time and time and time over for many of these documents to -- to be given to them.

And it didn't come. And it didn't come on time. And even when it did come on time, there were shortcomings to it. So for us to try to reweigh the evidence, that's not what we're here for. We're here to just look at if they did the right things, they crossed their Ts, dot there is, and a document was presented to us with substantial evidence of their findings.

And that's what we're here for. Not -- not all this other stuff that was being brought up about,

you know, oh, things were looking good, we should give them another chance. It's not that. It's not my opinion or my individual opinion. It's the legal things that we should be doing here and make that decision based on that.

MS. SABENIANO: Trustee Brown.

MR. BROWN: I agree with Trustee Fong that we have to look at the record. And if we look at the record, it will tell us that the new leadership was not on board when all these demands were made of Highlands. Am I correct about that?

And so we have to take that into consideration along with what happened on November 4th, where four of the board members wanted to give more time. And that's a part of the record.

But we're here to talk about what a reasonable man would do or a reasonable woman would do based on the facts. And a reasonable person would definitely not take away the ability of Highlands to do their job.

MS. SABENIANO: Okay. I also have struggled with this, I think just hearing the comments here tonight. I -- I'm a daughter of immigrants. English learner myself. My parents are English learners.

So I definitely hear what you all are

sharing, the experience, and commend you for your passion for pursuing your education, for continuing even when things get difficult. And at the same time supporting your families and being there for your -- your families, your kids, and so forth. So just really want to commend you for that.

But I think for me, the evidence that we have, what -- for me what the record is, really is what was done, what the deadline was that September 26, what the Twin Rivers board gave. To me that was their deadline.

And if I had seen maybe more information provided between September 26 and November 4th, from the -- the charter, providing more information during that time to cure, rather than waiting till that meeting where the notice of revocation -- or the intent to revoke was approved, I think maybe I would weigh this a little bit differently, think a little bit differently about it.

But I don't see that in the record and the information that we have. And that was kind of my question when I asked our counsel earlier what our record was.

And I know Trustee Fong already read the piece about -- that we are required to look at what

the district did. And I looked back to see. And the district's final vote was 7-0. So to me that speaks volumes that that is what the board that is the original authori- -- authorizer was looking at.

So our role here is really not to say the quality is not what it is, you know, the program, the curriculum is not providing the education that students need, or if there is a role for -- for Highlands in Twin Rivers or any other district. I think our question is very, very clear. Is there substantial evidence to revoke the charter. And I do see that in -- in the record.

I think for me also like part of our role is being accountable to the public and -- and those public funds. And for those reasons I'm not going to be able to support reversing the decision of Twin Rivers today.

And Trustee Caigoy, you have a question.

MS. CAIGOY: Yeah. So I'm just going back to -- because I keep on hearing the September 26th date. And ed code clearly states that the chartering authority shall notify the charter school of any violations of this section and give the school a reasonable opportunity to remedy the violation.

And a reasonable person, because I keep on

hearing the definition of what is a reasonable person up here, but I can think of many ways of why that September 26th date was not reasonable. We just heard from the current charter school leader that he just came in after this notice of violation was issued.

Second, we heard that the board changed, the complete board, complete staff changed in August. School also started around that time. We have a room full of educators right now who know how busy that time of year is. Because the focus is supposed to be on the students.

I am not refuting that there have been bad choices, egregious disgusting choices. But that is not our job right now. Our job is to make sure that the board, the authorizing board, gave due process to the charter school. And that they followed ed code, that they followed law. Ed code is law.

And so I think that is also what our job is up here. And at this time that is what's before us, is that notice of violation that was issued and what they specify. If there was a detail that Twin Rivers meant to add in, they can start the process over tomorrow and add in those details. But the thought -- the -- to -- to say that we are taking out into account evidence that was not submitted at the time of the vote, ed

code clearly states that we are supposed to go off of the record from the notice of violation to the revocation vote. Nothing after. And so that's -- I just want to say that and I just want to put that on record.

MS. SABENIANO: Okay. Any other comments or does someone want to make a motion? Question. Go ahead.

MS. CAIGOY: So can you state -- I have four copies of the same resolution in my folder. So can you just state what the -- what the options are here.

MS. STINSON: Yes. There are two potential resolutions for each of the charter schools. For the -- pardon me. For the California Career and Innovative Career Academy there is resolution number 26-16A which affirms the Twin Rivers Unified School District Board of Trustees decision to revoke the CICA charter.

And then there's proposed resolution number 26-16B, reversing the Twin Rivers Unified School District Board of Trustees decision to revoke the CICA charter. So those are the two resolutions for the California Career and Innovative Academy. And there's also two similar resolutions for the Highlands Community Charter School.

MS. CAIGOY: So I have four copies of 26-

16A.

MS. STINSON: Well --

[talking over each other]

MS. CAIGOY: Thank you.

[talking over each other]

MS. CAIGOY: And are we supposed to be making a motion for two separate motions? Or can we make one? What -- what's the deal?

MS. STINSON: [inaudible] pardon me. These are two separate agenda items. We held the public hearings together. So there should be -- there should be -- you should take action on one charter school first and then take a -- take action on the other separate.

MS. CAIGOY: Okay.

MR. FONG: Okay. I would like to move resolution 26-16A, which is to affirm Twin Rivers' decision to revoke California Innovative Career Academy.

MS. SABENIANO: Is there a second?

MR. KEEFER: Second.

MS. SABENIANO: Any discussion? Will you please call the roll?

CLERK: On -- on the motion to approve resolution number 26-16A, Trustee Lefkovitz?

MS. LEFKOVITZ: No.

CLERK: Vice President Keefer?

MR. KEEFER: Yes.

CLERK: Trustee Fong?

MR. FONG: Yes.

CLERK: Trustee Davis?

MS. DAVIS: No.

CLERK: Trustee Caigoy?

MS. CAIGOY: No.

CLERK: Trustee Brown?

MR. BROWN: No.

CLERK: County Board Member Dunbar?

MS. DUNBAR: Abstain.

CLERK: President Corona Sabeniano?

MS. SABENIANO: Yes.

CLERK: Motion -- motion fails.

MS. SABENIANO: Is there another motion?

MS. DAVIS: I'll put forth the motion to approve the resolution reversing the Twin Rivers Unified School District Board of Trustees decision to revoke the Highlands Community Charter School. So resolution number 26-17B. Is that correct, Tracy? Did I say all that correctly?

MS. STINSON: 26- -- for the California Innovative Career Academy, it's 26-16B.

MS. DAVIS: Can I put that together -- all at -- like both of these at the same time or --

MS. STINSON: We should do one at a time -- [talking over each other]

MS. DAVIS: Do you want me to do it separate? Okay.

MS. STINSON: Yes.

MS. DAVIS: All right.

MS. SABENIANO: Is there a second?

MR. BROWN: Second.

MS. SABENIANO: Okay. Any discussion? Please call the roll.

CLERK: This is on the motion to reverse resolution number 26-17B.

MS. STINSON: 26-16B.

CLERK: 26-16B. Sorry. On the motion to reverse --

MS. STINSON: The California -- this is for the California Innovative Career Academy, 16B.

CLERK: Reverse resolution number 26-16B. Trustee Lefkovitz?

MS. LEFKOVITZ: Yes.

CLERK: Trustee Keefer?

MR. KEEFER: No.

CLERK: Trustee Fong?

MR. FONG: No.

CLERK: Trustee Davis?

MS. DAVIS: Yes.

CLERK: Trustee Caigoy?

MS. CAIGOY: Yes.

CLERK: Trustee Brown?

MR. BROWN: Yes.

CLERK: County Board Member Dunbar?

MS. DUNBAR: Abstain.

CLERK: President Corona Sabeniano?

MS. SABENIANO: No.

CLERK: Pass -- passes, 4-1 -- 4-3.

MS. SABENIANO: Okay. And then moving -- so now we'll move on to Highlands Community Charter School. Is there a motion?

MS. DAVIS: So moved.

MS. SABENIANO: Which one?

MS. DAVIS: The 17 -- 26-17B. Is that right now?

MS. SABENIANO: Yeah.

MS. DAVIS: Do you want me to read that? Okay. Resolution reversing the Twin Rivers Unified School District Board of Trustees decision to revoke the Highlands Community Charter School.

MS. SABENIANO: Is there a second?

MS. DAVIS: Is that all right?

MR. BROWN: Second.

MS. SABENIANO: Any discussion? Will you please call the roll?

CLERK: Reversing resolution number 25-17B, Trustee Lefkovitz?

MS. LEFKOVITZ: Yes.

CLERK: Trustee Keefer?

MR. KEEFER: No.

CLERK: Trustee Fong?

MR. FONG: No.

CLERK: Trustee Davis?

MS. DAVIS: Yes.

CLERK: Trustee Caigoy?

MS. CAIGOY: Yes.

CLERK: Trustee Brown?

MR. BROWN: Yes.

CLERK: County Board Member Dunbar?

MS. DUNBAR: Abstain.

CLERK: President Corona Sabeniano?

MS. SABENIANO: No.

CLERK: Vote is 4-3 in favor.

MS. SABENIANO: Okay. Well thank -- thanks again everyone for being here. And drive home safe.

I, Chris Naaden, a transcriber, hereby declare under penalty of perjury that to the best of my ability the above 162 pages contain a full, true and correct transcription of the tape-recording that I received regarding the event listed on the caption on page 1.

I further declare that I have no interest in the event of the action.

June 15, 2026
Chris Naaden

(SCOE Board Meeting Charter Revoke items 5-19-26)

SACRAMENTO COUNTY BOARD OF EDUCATION

Resolution Reversing the Twin Rivers Unified School District Board of Trustees' Decision to Revoke the Highlands Community Charter School

Resolution No. 26-17B

WHEREAS, on January 30, 2026, the Twin Rivers Unified School District's (District) Board of Trustees adopted a final resolution revoking the Highlands Community Charter School (HCCS) charter, and on February 27, 2026, HCCS submitted a timely charter revocation appeal to the Sacramento County Board of Education (County Board).

WHEREAS, HCCS's charter revocation appeal was analyzed by the Sacramento County Office of Education (SCOE) under applicable legal standards and SCOE's Analysis was published on May 8, 2026, for review and consideration by HCCS, the District, the public, and the County Board:

WHEREAS, on May 19, 2026, within 90 days of receiving HCCS's charter revocation appeal, the County Board held a public hearing, reviewed and considered HCCS's charter revocation appeal, SCOE's Analysis of the appeal, and arguments presented by HCCS and the District. At the hearing, HCCS and District representatives had equivalent time and procedures to present their positions regarding the appeal and respond to SCOE's Analysis;

WHEREAS, on May 19, 2026, following review of the appeal and the public hearing noted above, the County Board considered and deliberated upon HCCS's charter revocation appeal;

NOW, THEREFORE, BE IT RESOLVED that having reviewed HCCS's appeal, conducted a public hearing, and considered and deliberated upon the appeal, the County Board adopts SCOE's Analysis of the HCCS charter revocation appeal and further finds that the findings made by the Twin Rivers Unified School District Board of Trustee's to revoke the Highlands Community Charter School are not supported by substantial evidence.

NOW, THEREFORE, BE IT FURTHER RESOLVED that having determined that the Twin Rivers Unified School District Board's findings are not supported by substantial evidence, the decision to revoke the charter of the Highlands Community Charter School is hereby reversed.

PASSED AND ADOPTED by the Sacramento County Board of Education at its regular Board meeting on the 19th day of May 2026 by the following vote:

AYES	4	Cai'goy, Brown, Davis, Lefkovitz
NOES	3	Corona Sabeniano, Fong, Keefer

ABSENT 0

ABSTAIN 0

RECUSAL 0

~~Mariana Corona Sabeniano, Board~~ President

David W. Gordon, Board Secretary